



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
APRIL 17, 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
April 17, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Father Hugh Our Lady of Light Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATION

a. Arbor Day

Attachment: [Arbor Day Proclamation April 26 2024.pdf](#)

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. April 3, 2024 Council Meeting Minutes

Attachment: [04032024 minutes.pdf](#)

b. Financial Report for Month ended December 2023, Financial Report for Month ended January 2024

Attachment: [SS Monthly Financial Report 12312023.pdf](#)

Attachment: [Village Council Report Dec 2023.pdf](#)

Attachment: [SS Monthly Financial Report 01312024.pdf](#)

Attachment: [Village Council Report Jan 2024.pdf](#)

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Broadway Ave East Utility Extension Project (UEP) Property Acquisition Services Contract

Recommended Action

Approve EC 2024-06 STA-05 in the amount of \$81,000 with Florida Acquisition & Appraisal, Inc. to assist the Village in obtaining easement and property required to construction the Broadway Ave East UEP Areas 2 & 3.

Approve a \$8,100 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Financial Impact

The contract's financial impact is \$89,100 (contract cost plus 10% contingency). This will be funded using unallocated general funds in the Fiscal Year 2023-2024 budget.

Attachment: [SS Broadway.pdf](#)

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

Attachment: [2 EC2024-06 STA 05 Broadway Ave East UEP 2 3 Acquisition.pdf](#)

b. Seminole Gulf Railway License Agreement

Recommended Action

Motion to Approve the Assignment and Amendment of the License Agreement for Sandy Lane Right of Way Occupation, Drainage Pipe Construction and Maintenance agreement with Seminole Gulf Railway.

Authorize the Village Manager to execute the agreement on behalf of the Village Council.

Financial Impact

The \$7,500 application fee described in the agreement was paid as part of the permit application submittal.

The Village of Estero will incur annual costs maintaining the drainage ditch and pipes associated with this project.

Attachment: [SS Seminole Gulf License Agreement.pdf](#)

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

Attachment: [2 Seminole Gulf License Agreement.pdf](#)

Attachment: [3 Lee County License Agreement.pdf](#)

8. SECOND READING AND PUBLIC HEARING

Applicant has asked for a continuance to May 1, 2024

a. Second Reading of Ordinance No. 2024-05 Bella Terra Cell Tower

Applicant has asked for a continuance to May 1, 2024

An Ordinance of the Village Council of the Village of Estero, Florida, Approving an Amendment to the Commercial Planned Development Zoning in the Bella Terra Development to Allow the use of Wireless Communication Facility a 12-Acre Parcel located at 19980 Bella Terra Boulevard; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Recommended Action

Approve Ordinance No. 2024-05.

Financial Impact

Minor cost for newspaper advertisement for second reading.

Attachment: [1 a Ordinance No 2024-05 Bella Terra Cell Tower.pdf](#)

Attachment: [1 a Village Council Ordinance - Exhibit A Site Plan.pdf](#)

Attachment: [2 DCI2023-E002 Bella TerraStaffReport_VillageCouncil.pdf](#)

Attachment: [2 1. Staff Report Attachment A - Future Land Use Map.pdf](#)

Attachment: [2 2. Staff Report Attachment B - Zoning Map.pdf](#)

Attachment: [2 3. Staff Report Attachment C - Applicant Photo Simulation_Balloon Study.pdf](#)

Attachment: [2 5STA_1.PDF](#)

Attachment: [2 4. Staff Report Attachment D - Balloon Study Affidavit.pdf](#)

Attachment: [2 6. Staff Report Attachment F - Applicant Submittals.pdf](#)

Attachment: [3 Broadus - FL-101 Bella Terra - VC Hearing PPT.rev1.pdf](#)

Attachment: [4 Cell Tower PZDB eComments.pdf](#)

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10.VILLAGE ATTORNEY'S REPORT

11.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

12.WORKSHOP

a. Acquisition for BERT

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

Attachment: [DRAFT Proposed RESOLUTION NUMBER .pdf](#)

Attachment: [BERT MPO Presentation March 2024_003_.pdf](#)

b. FPL SolarVantage Program

Attachment: [SS FPL SolarVantage Program.pdf](#)

Attachment: [FPL SolarVantage Overview 2024.pdf](#)

13.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, APRIL 17, 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.

09:30:35 >>Vice-Mayor Ribble: WELCOME.
09:30:36 I WOULD LIKE TO CALL THE APRIL 17, 2024, 9:30 A.M. VILLAGE
09:30:40 COUNCIL MEETING TO ORDER.
09:30:41 I WOULD LIKE TO REMIND EVERYONE TO PLEASE SET YOUR CELL
09:30:46 PHONES TO SILENT.
09:30:48 IF YOU PLAN ON SPEAKING TODAY, PLEASE FILL OUT A SPEAKER'S
09:30:52 CARD.
09:30:52 AND WHEN YOU COME UP TO THE PODIUM, PLEASE STAND CLOSE TO
09:30:56 THE MICROPHONE.
09:30:56 THANK YOU.
09:30:57 THIS MORNING, WE HAVE FATHER HUGH FROM OUR LADY OF LIGHT.
09:31:02 WELCOME, FATHER HUGH, FOR THE INVOCATION.
09:31:08 >> GOOD MORNING.
09:31:11 WHAT A BEAUTIFUL DAY, RIGHT?
09:31:13 WHAT A BEAUTIFUL DAY.
09:31:15 SO WE CALL UPON OUR GOD THIS DAY AS FATHER, SON, AND HOLY
09:31:21 SPIRIT.
09:31:21 HEAVENLY FATHER, YOU SAID WHERE TWO OR THREE ARE GATHERED IN

09:31:26 YOUR NAME, THERE YOU ARE IN THE MIDST OF THEM.
09:31:30 HEAVENLY FATHER, WE PRAY FOR THE COUNCIL AS THEY GATHER THIS
09:31:34 DAY IN MEETING.
09:31:36 WE PRAY FOR THE VILLAGE OF ESTERO AS WE CONTINUE TO GROW.
09:31:44 WE PRAY THAT WE WISELY -- WISELY GROW OUR LITTLE COMMUNITY A
09:31:53 LOT BETTER AND A LOT CLOSER, KEEPING THE CONCERNS OF OUR
09:31:58 NEIGHBORS AND FRIENDS AT LARGE.
09:32:02 IN YOUR NAME WE PRAY, DEAR LORD, YOUR BLESSING, UPON THIS
09:32:05 ASSEMBLY TODAY.
09:32:07 THEY CONTINUE TO CONSIDER THE NEEDS OF OUR BROTHERS AND
09:32:10 SISTERS IN ESTERO.
09:32:11 IN YOUR HOLY NAME WE PRAY, AMEN.
09:32:16 >>Vice-Mayor Ribble: COUNCILMEMBER ZALUCKI, WOULD YOU LEAD
09:32:18 US IN THE PLEDGE?
09:32:20 [PLEDGE OF ALLEGIANCE]
09:32:36 >>Vice-Mayor Ribble: AS YOU CAN SEE, WE ARE A LITTLE LIGHT
09:32:38 TODAY.
09:32:39 WE WISH OUR FELLOW COUNCILPERSONS WELL.

09:32:41 SO WITH THAT, MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:32:45 HERE.
 09:32:48 >>Larry Fiesel: HERE.
 09:32:54 >> MAYOR McLAIN IS EXCUSED.
 09:32:58 COUNCILMEMBER FAYHEE?
 09:32:59 SHE'S ON ZOOM.
 09:33:03 >>Lori Fayhee: HERE.

 09:33:06 >>Carol Sacco: COUNCILMEMBER LOPEZ IS ABSENT TODAY.
 09:33:09 COUNCILMEMBER WARD.
 09:33:10 >>Jim Ward: HERE.
 09:33:13 >>George Zalucki: HERE.
 09:33:14 >>Vice-Mayor Ribble: NEXT ON THE AGENDA IS THE APPROVAL OF
 09:33:16 THE AGENDA.
 09:33:17 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO THE
 09:33:21 AGENDA?
 09:33:21 SEEING NONE, CAN I HAVE A MOTION?
 09:33:25 >>Larry Fiesel: I'LL MAKE A MOTION.
 09:33:26 >>Vice-Mayor Ribble: MOTION MADE BY COUNCILPERSON FIESEL AND
 09:33:30 SECOND BY COUNCILPERSON WARD.
 09:33:32 MADAM CLERK, PLEASE CALL THE ROLL.
 09:33:34 >>Larry Fiesel: AYE.
 09:33:37 >>Lori Fayhee: AYE.
 09:33:39 >>Jim Ward: AYE.
 09:33:40 >>George Zalucki: AYE.
 09:33:42 >>Vice-Mayor Ribble: AYE.
 09:33:43 NEXT ON THE AGENDA, WE HAVE THE PROCLAMATION FOR ARBOR DAY,
 09:33:51 WHICH I WILL READ.
 09:33:51 WHEREAS, ARBOR DAY IS APRIL 26, 2024, AND WHEREAS, ARBOR DAY
 09:33:57 IS NOW OBSERVED THROUGHOUT THE NATION AND THE WORLD.
 09:34:01 AND WHEREAS TREES CAN BE A SOLUTION TO COMBATING CLIMATE
 09:34:05 CHANGE BY REDUCING THE EROSION OF OUR PRECIOUS TOPSOIL BY
 09:34:09 WIND AND WATER, CUTTING HEAT AND COOLING COSTS, MODERATING

 09:34:13 THE TEMPERATURE, CLEANING THE AIR, PRODUCING LIFE-GIVING
 09:34:18 OXYGEN, AND PROVIDING HABITAT FOR WILDLIFE.
 09:34:24 AND, WHEREAS, TREES ARE A RENEWABLE RESOURCE GIVING US
 09:34:27 PAPER, WOOD FOR OUR HOMES, FUEL FOR OUR FIRES AND COUNTLESS
 09:34:31 OTHER WOOD PRODUCTS.
 09:34:32 AND WHEREAS, TREES IN OUR VILLAGE INCREASE PROPERTY VALUES
 09:34:37 AND ENHANCE THE ECONOMIC VIABILITY OF BUSINESS AREAS AND
 09:34:40 BEAUTIFY OUR COMMUNITY.
 09:34:42 AND WHEREAS, TREES, WHEREVER THEY ARE PLANTED, ARE A SOURCE
 09:34:47 OF JOY AND SPIRITUAL RENEWAL AND THEREFORE NOW, MAYOR JON
 09:34:52 McLAIN OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, DOES
 09:34:56 HEREBY PROCLAIM THAT THE VILLAGE RECOGNIZES ARBOR DAY IN THE
 09:35:00 VILLAGE OF ESTERO AND URGES ALL CITIZENS TO CELEBRATE ARBOR
 09:35:04 DAY AND TO SUPPORT EFFORTS TO PROTECT OUR TREES AND

09:35:08 WOODLANDS.
 09:35:10 IN WITNESS THEREFORE, HE HAS HERETO SET HIS HAND AND CAUSED
 09:35:14 THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS DAY OF
 09:35:17 THE 17th OF APRIL, 2024.
 09:35:20 I BELIEVE, MARILYN, YOU WANT A PICTURE.
 09:35:25 COUNCIL PEOPLE, WOULD YOU JOIN ME BACK HERE FOR A PICTURE?
 09:35:47 [APPLAUSE]
 09:35:47 ALL RIGHT.
 09:35:55 THE CHAIR WILL NOW TAKE PUBLIC COMMENT ON ITEMS THAT ARE NOT
 09:36:00 ON THE AGENDA.
 09:36:00 >>Carol Sacco: WE HAVE NONE, MAYOR.

 09:36:02 >>Vice-Mayor Ribble: WE HAVE NO SPEAKERS.
 09:36:03 THANK YOU.
 09:36:04 THE NEXT ITEM IS THE CONSENT AGENDA.
 09:36:07 DO WE HAVE ANY COUNCIL MEMBERS WHO HAVE COMMENTS OR
 09:36:11 QUESTIONS REGARDING THE COUNCIL MINUTES?
 09:36:13 SEEING NONE, CAN I HAVE A MOTION TO APPROVE THE CONSENT
 09:36:20 AGENDA?
 09:36:23 >>George Zalucki: MADAM CHAIR, I MOVE THE ITEM, PLEASE.
 09:36:25 >>Vice-Mayor Ribble: MOTION BY COUNCILPERSON ZALUCKI.
 09:36:29 SECOND BY COUNCILPERSON FIESEL.
 09:36:31 THANK YOU.
 09:36:31 PLEASE CALL THE ROLL.
 09:36:33 >>George Zalucki: AYE.
 09:36:34 >>Jim Ward: AYE.
 09:36:37 >>Lori Fayhee: AYE.
 09:36:39 >>Larry Fiesel: AYE.
 09:36:40 >>Vice-Mayor Ribble: AYE.
 09:36:41 THERE WERE NO DEFERRED ITEMS, SO WE WILL MOVE ON TO THE
 09:36:47 FIRST ACTION ITEM.
 09:36:49 BROADWAY AVENUE EAST UTILITY EXTENSION PROJECT, PROPERTY
 09:36:55 ACQUISITION SERVICES CONTRACT.
 09:36:57 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
 09:37:00 >>Steven Sarkozy: THANK YOU, MADAM MAYOR, MEMBERS OF
 09:37:03 COUNCIL.
 09:37:03 AS PART OF OUR UTILITY EXTENSION PROJECT, SEPTIC TO SEWER

 09:37:07 PROJECT, THIS ITEM COMES FORWARD AS ONE OF THE ACTION ITEMS
 09:37:12 NECESSARY TO ADVANCE OUR EFFORTS.
 09:37:14 YOU'LL RECALL THAT ONE OF THE BIG OBSTACLES, IF YOU WILL, IS
 09:37:20 ACQUIRING ALL OF THE RIGHTS-OF-WAY THAT ARE NEEDED FOR
 09:37:24 PROJECTS.
 09:37:25 AND A COUPLE OF MONTHS AGO, RATHER THAN TRYING TO DO ALL OF
 09:37:30 THAT INTERNALLY, WE WENT WITH AN OUTSIDE FIRM.
 09:37:32 AND THIS IS KIND OF THE REPORT OF ASKING FOR YOUR APPROVAL
 09:37:38 TO SECURE THIS FIRM AGAIN FOR SERVICES ON THIS PROJECT.
 09:37:40 I WOULD LIKE TO CALL ON DAVID WILLEMS TO COME FORWARD AND

09:37:44 BRIEFLY, AGAIN, UPDATE THE COUNCIL ON THIS PROJECT AND THEN
 09:37:48 THE SPECIFIC ACTION ITEM BEFORE YOU.
 09:37:53 >>David Willems: GOOD MORNING.
 09:37:54 WHAT I WANTED TO DO IS JUST KIND OF EXPLAIN WHY WE'RE DOING
 09:37:58 THIS AND WHAT AREA THIS IS GOING TO COVER.
 09:38:00 SOME OF THE OTHER AREAS WHERE WE WERE DOING THE PACKAGE
 09:38:05 WASTEWATER TREATMENT PLANTS AND DOING THE AREAS ON BROADWAY
 09:38:08 WEST, THE ESTERO RIVER HEIGHTS AND CHARING CROSS, THERE WAS
 09:38:12 ONLY A VERY FEW NUMBER OF EASEMENTS WE NEEDED FOR THOSE
 09:38:14 PROJECTS.
 09:38:15 GENERALLY JUST FOR THE LIFT STATION.
 09:38:17 SO IT WAS RELATIVELY EASY FOR STAFF TO JUST HANDLE THAT.
 09:38:20 SOME OF THESE LATER PROJECTS ARE GOING TO BE A LOT MORE
 09:38:23 COMPLICATED.
 09:38:25 THOSE ORIGINAL ESTERO RIVER HEIGHTS, CHARING CROSS, ALL

 09:38:28 THOSE ROADWAYS ARE PUBLIC ROADS.
 09:38:29 SO THE VILLAGE CAN GO IN THERE AND INSTALL THE UTILITIES
 09:38:33 THAT WE NEED TO WITHIN THE RIGHT-OF-WAY.
 09:38:35 IT GETS A LITTLE BIT MORE COMPLICATED ON THE EAST SIDE OF
 09:38:39 BROADWAY BECAUSE WHILE SOME OF THE ROADS ARE PUBLIC, MANY OF
 09:38:42 THEM ARE ACTUALLY PRIVATE ROADS.
 09:38:44 SO THE VILLAGE ACTUALLY HAS NO RIGHTS TO ACCESS THOSE ROADS
 09:38:47 OR TO INSTALL UTILITIES.
 09:38:49 SO WHAT WE'RE GOING TO DO IS WE'RE GOING TO WORK TO HIRE
 09:38:54 FLORIDA ACQUISITION AND APPRAISAL TO HELP US COORDINATE WITH
 09:38:58 THOSE PROPERTY OWNERS TO SEE IF WE'RE ABLE TO OBTAIN
 09:39:01 EASEMENTS TO INSTALL THE UTILITIES TO BE ABLE TO EXTEND
 09:39:04 WATER AND SEWER TO THOSE HOMES.
 09:39:06 IN THIS AREA, THIS IS THE AREA THAT WE'RE TALKING ABOUT.
 09:39:09 IT'S AREA TWO AND THREE.
 09:39:11 GENERALLY, IT IS THE HIGHLANDS COUNTY ROAD AREA JUST SOUTH
 09:39:16 OF BROADWAY BETWEEN U.S. 41 AND THE RAILROAD TRACKS.
 09:39:19 THAT'S AREA TWO.
 09:39:20 THE HIGHLANDS AND COUNTY ROAD ISN'T GOING TO BE AN ISSUE.
 09:39:23 THOSE ARE BOTH VILLAGE OF ESTERO ROADWAYS.
 09:39:26 WE'LL BE ABLE TO INSTALL ALL THE UTILITIES THERE.
 09:39:29 IT IS REALLY THE SIDE ROADS IN THIS CASE THAT WE WOULD NEED
 09:39:32 TO COORDINATE WITH THE HOMEOWNERS.
 09:39:34 IF YOU DRIVE UP AND DOWN HIGHLANDS, THERE ARE SOME SIDE
 09:39:37 STREETS THAT ARE BASICALLY DIRT ROADS, BUT THERE ARE A LOT

 09:39:39 OF HOMES OFF OF THOSE ROADS.
 09:39:41 THOSE ARE ALL PRIVATE.
 09:39:42 THEY EITHER HAVE EASEMENTS OR DON'T HAVE THE EASEMENTS FOR
 09:39:45 ACCESS, BUT THE VILLAGE DOESN'T HAVE THE ABILITY TO DO
 09:39:49 ANYTHING ON THOSE.
 09:39:51 JUDETH LANE, ORANGE BLOSSOM, AND MOCKINGBIRD.

09:39:55 SO WHAT WE'RE GOING TO DO IS WORK WITH THOSE HOMEOWNERS TO
 09:39:57 SEE IF WE CAN GET EASEMENTS FOR THE UTILITIES.
 09:40:00 AS WE GET INTO THE NEGOTIATION, EACH ROAD MAY BE HANDLED A
 09:40:04 LITTLE BIT DIFFERENTLY BECAUSE THERE MIGHT BE SOME THAT
 09:40:06 WOULD GIVE AN EASEMENT FOR THE UTILITIES, BUT NOT FOR
 09:40:10 ACCESS, AND THERE MAY BE OTHER COMMUNITIES THAT WANT THE
 09:40:13 VILLAGE TO TAKE OVER MAINTENANCE OF THE ROAD IN EXCHANGE FOR
 09:40:16 THE EASEMENT.
 09:40:17 SO IN THOSE CASES, THE VILLAGE MAY HAVE TO TAKE OVER THE
 09:40:20 ROAD SURFACE AND THE MAINTENANCE, THE DRAINAGE.
 09:40:24 WE WON'T KNOW THAT UNTIL WE GET A LITTLE BIT FURTHER DOWN
 09:40:26 THE ROAD.
 09:40:27 AREA 3 THAT WE'RE TALKING ABOUT HERE IS REALLY THE SANDY
 09:40:31 LANE AND GROVES.
 09:40:33 THERE, THE GROVES COMMUNITY IS REALLY THE ONE TO NEGOTIATE
 09:40:37 THE EASEMENTS WITH.
 09:40:39 THEIR INTERNAL ROADS ARE PRIVATE ROADS, SO ANY UTILITIES
 09:40:42 WOULD HAVE TO BE ENCUMBERED BY AN EASEMENT.
 09:40:45 BECAUSE THERE ARE SO MANY EASEMENTS, WE DIDN'T THINK THAT

 09:40:47 STAFF REALLY WOULD HAVE THE TIME TO DO THAT.
 09:40:49 THAT'S WHY WE WOULD LIKE TO ENGAGE WITH FLORIDA ACQUISITION
 09:40:53 AND APPRAISAL TO DO THAT WORK.
 09:40:57 >>Vice-Mayor Ribble: ANY QUESTIONS, COUNCIL?
 09:41:01 >>George Zalucki: I JUST HAVE ONE.
 09:41:02 DAVID, THANK YOU FOR THE OVERVIEW.
 09:41:04 HAVE WE USED THIS ORGANIZATION, THIS CONTRACTOR BEFORE WITH
 09:41:06 ANY OTHER EASEMENT ACQUISITIONS?
 09:41:08 >>David Willems: SO THEY HAVE STARTED ON OTHER PROJECTS.
 09:41:11 SO THEY ARE HELPING US ON BROADWAY -- OR SANDY LANE, THE
 09:41:17 PATH TO GET THOSE EASEMENTS, THEY ARE HELPING US ON
 09:41:19 CORKSCREW ROAD AS WELL.
 09:41:20 THEY HAVE ACTUALLY BEEN IN COORDINATION WITH A LOT OF THE
 09:41:24 COMMUNITIES OUT THERE RECENTLY TO TRY TO OBTAIN THOSE
 09:41:28 EASEMENTS.
 09:41:30 >>Robert Eschenfelder: THIS COMPANY, WE PIGGYBACK THEM --
 09:41:33 >>David Willems: OFF COLLIER COUNTY.
 09:41:34 >>Robert Eschenfelder: THIS IS MERELY A WORK ASSIGNMENT.
 09:41:36 WE ARE ALREADY UNDER CONTRACT.
 09:41:37 >>George Zalucki: THANK YOU FOR THE CLARIFICATION.
 09:41:40 >>Jim Ward: DAVID, IF WE DO HAVE A PROBLEM WITH A PARTICULAR
 09:41:43 PROPERTY OWNER OR A NUMBER OF PROPERTY OWNERS, HOW COULD
 09:41:46 THAT POTENTIALLY IMPACT US GOING FORWARD WITH THIS PROJECT?
 09:41:51 >>David Willems: SO AS OF RIGHT NOW, IF A HOMEOWNER DIDN'T
 09:41:54 WANT TO GIVE US AN EASEMENT, THE IDEA WOULD BE THAT WE'D

 09:41:58 PROBABLY NOT EXTEND UTILITIES IN THAT AREA UNLESS OR UNTIL
 09:42:02 COUNCIL WANTED TO TAKE A MORE AGGRESSIVE STANCE TO EITHER

09:42:05 EMINENT DOMAIN OR SOMEHOW OTHERWISE FORCE ALL THE RESIDENTS
 09:42:08 TO GET RID OF THEIR SEPTIC TANKS.
 09:42:11 AS OF RIGHT NOW, WE WOULD PROBABLY STOP PURSUING THAT AREA
 09:42:14 FOR THE MEANTIME.
 09:42:16 >>Jim Ward: THANK YOU.
 09:42:19 >>Vice-Mayor Ribble: DAVID, ONE PERSON CAN STOP THE ENTIRE
 09:42:22 NEIGHBORHOOD --
 09:42:23 >>David Willems: THAT STREET.
 09:42:25 >>Vice-Mayor Ribble: THANK YOU.
 09:42:26 ANY OTHER QUESTIONS?
 09:42:31 >>Lori Fayhee: I JUST HAVE ONE, IF I COULD.
 09:42:32 CAN YOU HEAR ME OKAY?
 09:42:34 >>Vice-Mayor Ribble: YES, WE CAN.
 09:42:36 >>Lori Fayhee: THANK YOU.
 09:42:37 AS WE'RE DOING THIS, DO THEY ALSO LAY FIRE HYDRANTS ALONG
 09:42:45 THE WAY?
 09:42:46 HOW DOES THAT WORK?
 09:42:48 I'M SORRY I'M NAIVE ON THIS.
 09:42:51 >>David Willems: IT IS A GREAT QUESTION.
 09:42:53 IT IS A REALLY GOOD QUESTION BECAUSE WE ALWAYS FOCUS ON THE
 09:42:55 POTABLE WATER AND THE SEWER PART, BUT THAT IS AN ACTUAL BIG
 09:42:59 BENEFIT FOR WHAT THIS IS GOING TO BE, IS THAT THERE WILL BE
 09:43:02 FIRE HYDRANTS TO PROVIDE FIRE PROTECTION TO EVERY HOME

 09:43:05 WITHIN THESE AREAS, WHICH WILL HELP WITH THEIR HOMEOWNERS
 09:43:09 INSURANCE.
 09:43:12 >>Lori Fayhee: DO YOU KNOW THE LOCATIONS WHERE THOSE
 09:43:14 HYDRANTS WILL BE, OR IS THERE A LAYOUT OF SOME SORT?
 09:43:19 >>David Willems: THERE IS A PRELIMINARY LAYOUT.
 09:43:22 A LOT OF TIMES WITH THESE EASEMENTS, SOMETIMES THEY'LL MOVE
 09:43:25 BASED ON WHAT NEGOTIATIONS HAPPEN WITH THE HOMEOWNERS.
 09:43:28 BUT ON THE PUBLIC ROADWAYS, HIGHLANDS COUNTY ROAD, SANDY
 09:43:32 LANE, THOSE HYDRANTS ARE ON THE PLANS ALREADY, YES.
 09:43:37 >>Lori Fayhee: OKAY.
 09:43:38 WE WILL BE GOING DOWN BROADWAY FOR THIS AS WELL, CORRECT?
 09:43:45 >>David Willems: THERE WILL BE PARTS OF IT ON BROADWAY,
 09:43:50 YEAH.
 09:43:50 I MEAN, IT'S NOT GOING TO EXTEND THE ENTIRE LENGTH OF
 09:43:53 BROADWAY, BUT IN THE FUTURE IT WILL BE ALONG THE ENTIRE
 09:43:56 LENGTH OF BROADWAY.
 09:43:57 THAT'S NOT IN THIS PHASE RIGHT NOW.
 09:44:00 >>Lori Fayhee: OH, OKAY.
 09:44:00 ALL RIGHT.
 09:44:01 THANK YOU.
 09:44:04 >>Vice-Mayor Ribble: ANY OTHER QUESTIONS?
 09:44:05 MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
 09:44:08 >>Carol Sacco: YES, WE DO.
 09:44:09 OUR FIRST ONE IS PATTI WHITEHEAD.

09:44:11 FROM 20701 TANGLEWOOD LANE.

09:44:20 >> I HAD ASKED, MADAM CHAIR, IF YOU COULD PLEASE GIVE ME AN
 09:44:23 EXTRA TWO MINUTES, UP TO FIVE MINUTES.

09:44:26 >>Vice-Mayor Ribble: DO WE HAVE ANYONE ELSE SIGNED UP TO
 09:44:28 SPEAK?

09:44:28 >>Carol Sacco: WE DO NOT, NOT UNTIL THE WORKSHOP.

09:44:31 >>Vice-Mayor Ribble: COUNCIL, ANY OBJECTIONS TO AN EXTRA TWO
 09:44:35 MINUTES?

09:44:35 PLEASE PROCEED.

09:44:37 >> THANK YOU SO MUCH.

09:44:38 I'M BRINGING TO YOU THE GRAVE MATTER OF THE FACT THAT WE DO
 09:44:40 NOT HAVE A FIRE HYDRANT AT THE SOUTH END OF TANGLEWOOD LANE
 09:44:44 AND WE'VE HAD TWO FIRES SINCE THE YEAR 2021.
 09:44:47 THE FIRST ONE IN 2021 WAS QUITE DEVASTATING.
 09:44:50 IT PRACTICALLY COMPLETELY DESTROYED THE HOME AT 20780
 09:44:55 TANGLEWOOD LANE.
 09:44:56 LUCKILY THERE WERE NO OCCUPANTS IN THE HOUSE AT THE TIME AND
 09:45:01 LUCKILY ONE OF THE NEIGHBORS CAUGHT SIGHT OF THE FIRE.
 09:45:04 BUT WE HAVE NO FIRE HYDRANTS.
 09:45:06 BASICALLY THEY HAD TO EXTEND FIRE LINES FROM THE GROVES AND
 09:45:10 THEY HAD TO BREAK THROUGH PRIVATE PROPERTY IN THE BACK OF
 09:45:13 THE GROVES, FENCES, AND AROUND POOLS AND AROUND LANAIS.
 09:45:18 IT MADE THE GROVE RESIDENTS VERY, VERY UPSET.
 09:45:20 FROM NOW ON, THE FIRE DEPARTMENT DOESN'T PLAN ON DOING THAT.
 09:45:24 IN FACT, THERE ARE TWO MAPS THAT YOU HAVE THAT SHOW
 09:45:26 BASICALLY THE EXTENT OF COVERAGE OF FIRE HYDRANTS AT THE

09:45:30 GROVES AND AT COUNTRY CREEK.
 09:45:34 YOU CAN SEE THAT THE RADIUS ARE 400 FEET.
 09:45:37 SO 200 OFF OF CENTER, BUT REALLY -- IT DOESN'T REALLY WORK
 09:45:42 THAT WAY.
 09:45:42 YOU CAN LOOK -- GRAPHICALLY IT APPEARS THAT WAY.
 09:45:48 THIS IS WHAT CHIEF VANDERBROOK SAID.
 09:45:48 WE WOULD NOT NORMALLY RUN FIRE LINES BETWEEN HOUSES FROM ONE
 09:45:51 STREET TO ANOTHER DUE TO WEIGHT AND SIZE OF SUPPLY LINES.
 09:45:54 IN AREAS NOT COVERED BY HYDRANTS, 3,000-GALLON WATER TANKER
 09:45:58 IS DISPATCHED.
 09:45:59 PROBLEM WITH THE 3,000-GALLON WATER TANKER, IT CAN RELEASE
 09:46:05 THE WATER IN TEN MINUTES.
 09:46:06 I THINK COUNCILMAN ZALUCKI CAN ATTEST TO THAT.
 09:46:08 THERE'S ONLY ONE TENDER CLOSEST TO US AND THAT'S EAST OF
 09:46:12 I-75.
 09:46:13 THAT'S NO CONVENIENCE REALLY.
 09:46:14 WHAT I'M PROPOSING HERE IS, LOOK, YOU'RE GOING TO BE
 09:46:17 BRINGING UTILITIES, FOR MORE UTILITIES INTO THE GROVES.
 09:46:22 GIVE US AN EASEMENT BETWEEN TWO PROPERTIES TO THE GROVES TO
 09:46:25 EXTEND THE WATER LINE TO PROVIDE A FIRE HYDRANT AT THE END

09:46:28 OF TANGLEWOOD LANE.
 09:46:29 SUCH AN EASY ASK.
 09:46:30 THIS IS NOT GIVING UTILITIES TO EVERYONE ON TANGLEWOOD LANE,
 09:46:33 NOT AT ALL.
 09:46:34 BUT IT IS KIND OF PROVIDING A CARROT RATHER THAN A STICK TO

 09:46:37 SAY, HEY, WE'RE BRINGING IN UTILITIES THROUGH THE SOUTH END
 09:46:40 OF TANGLEWOOD.
 09:46:41 NOW YOU HAVE A FIRE HYDRANT AT THE VERY NORTH OF TANGLEWOOD,
 09:46:45 BROADWAY.
 09:46:46 THAT ACCOMMODATES A FEW HOUSES AT THE NORTH END OF
 09:46:48 TANGLEWOOD.
 09:46:49 EVENTUALLY WE WANT TO CLOSE THE LOOP BECAUSE LEE COUNTY
 09:46:51 UTILITIES DOES WANT TO CLOSE THAT LOOP.
 09:46:53 THEY WANT A CLOSED LOOP.
 09:46:54 THEY DON'T WANT DEAD-END WATER LINES.
 09:46:56 THIS WOULD ACCOMPLISH THAT END AS WELL.
 09:46:59 YOU KNOW, THE PROBLEM IS, WHEN THEY APPROACH -- WHEN THE
 09:47:04 VILLAGE APPROACHED THE TANGLEWOOD RESIDENTS, THEY CAME AT IT
 09:47:07 WITH SOMETHING EVEN WORSE.
 09:47:11 IT WAS BLUNT FORCE TRAUMA.
 09:47:12 APPROACHING TWO RESIDENTS AND SAYING WE PLAN ON PUTTING LIFT
 09:47:15 STATIONS IN YOUR FRONT YARDS, HOW DO YOU FEEL ABOUT THAT?
 09:47:18 HOW WOULD ANYBODY FEEL ABOUT HAVING A SEWER LIFT STATION IN
 09:47:21 YOUR FRONT YARD?
 09:47:23 THAT WOULD REALLY SEND THEM INTO A PANIC, RIGHT?
 09:47:27 THAT'S EXACTLY WHAT HAPPENED.
 09:47:29 BUT EVENTUALLY THESE WELLS ARE GOING TO FAIL.
 09:47:33 OUR WELLS ARE GOING TO FAIL.
 09:47:36 THERE'S HIGH LEVEL OF SALTWATER INTRUSION WEST OF 41 -- EAST
 09:47:40 OF 41, EXCUSE ME.

 09:47:42 WEST OF I-75 GOING ALL THE WAY BEYOND 41.
 09:47:47 WE HAVE HIGH SULFUR CONTENT.
 09:47:51 AND THE WATER IS VERY DELETERIOUS TO OUR APPLIANCES AND WELL
 09:47:55 EQUIPMENT.
 09:47:55 IT CORRODES METAL.
 09:47:57 THAT IS ANOTHER POTENTIAL FIRE RISK.
 09:47:59 EACH ONE OF THE WATER WELLS IS DRIVEN BY A PUMP THAT DRAWS
 09:48:03 240 VOLTS.
 09:48:04 YOU CORRODE ONE OF THOSE WIRES, ELECTRICAL COMPONENT OF THE
 09:48:10 WELL EQUIPMENT, YOU'LL START A FIRE AND A REALLY BAD,
 09:48:14 DEVASTATING FIRE.
 09:48:14 I HAVE A PROPANE TANK IN MY YARD.
 09:48:16 MY NEIGHBOR HAS A PROPANE TANK.
 09:48:19 THERE IS ANOTHER FUEL RISK RIGHT THERE ASIDE FROM ALL THE
 09:48:21 TREE COVER IN OUR COMMUNITY.
 09:48:23 WOW, WE'VE HAD MORE FIRES AT THE END OF TANGLEWOOD LANE THAN

09:48:27 I THINK ALL THE VILLAGE OF ESTERO HAS HAD SINCE THE TIME OF
 09:48:30 ITS INCORPORATION.
 09:48:31 IT'S TIME FOR A FIRE HYDRANT AND THIS IS AN EASY ASK.
 09:48:35 WHY YOU'RE PURSUING THESE EASEMENT AGREEMENTS, ADD ONE MORE
 09:48:39 IN TO PULL THAT EASEMENT FOR A WATER LINE OVER FROM THE
 09:48:43 GROVES.
 09:48:44 SUCH AN EASY ACCOMPLISHMENT.
 09:48:46 WE AS INDIVIDUAL HOMEOWNERS CAN'T DO THIS ON OUR OWN.
 09:48:49 HERCULEAN, ALMOST IMPOSSIBLE.

 09:48:51 YOU AS MUNICIPAL REPRESENTATIVES CAN DO IT.
 09:48:53 THAT'S MY ASK.
 09:48:54 THANK YOU SO MUCH.
 09:48:58 >>Vice-Mayor Ribble: THANK YOU, MS. WHITEHEAD.
 09:49:00 ALL RIGHT.
 09:49:03 THE CHAIR WILL NOW ENTERTAIN A MOTION ON THIS ITEM.
 09:49:06 THANK YOU, COUNCILPERSON WARD.
 09:49:12 AND A SECOND, COUNCILPERSON FIESEL.
 09:49:14 MADAM CLERK, PLEASE CALL THE ROLL.
 09:49:17 >>Larry Fiesel: AYE.
 09:49:19 >>Lori Fayhee: AYE.
 09:49:21 >>Jim Ward: AYE.
 09:49:23 >>George Zalucki: AYE.
 09:49:24 >>Vice-Mayor Ribble: AYE.
 09:49:25 THE NEXT ITEM IS ITEM 7B, SEMINOLE GULF RAILWAY LICENSE
 09:49:36 AGREEMENT.
 09:49:36 STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 09:49:38 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:49:40 THIS IS THE RIGHT-OF-WAY LICENSE AGREEMENT FOR STORMWATER
 09:49:48 ALONG THE SEMINOLE GULF RAIL LINE THAT WILL SERVE THE AREA
 09:49:53 FROM CORKSCREW DOWN TO WILLIAMS.
 09:49:56 I'LL TURN IT OVER AGAIN TO DAVID WILLEMS THAT CAN BRIEFLY
 09:50:00 DESCRIBE THIS.
 09:50:01 THIS IS FAIRLY STRAIGHTFORWARD, BUT IT PROVIDES AN INSIGHT
 09:50:05 TO THE VALUE OF THIS RIGHT-OF-WAY AS WELL AS SETTING US UP

 09:50:11 FOR THE DEVELOPMENT THAT MIGHT OCCUR HERE DOWN AT THE OLD
 09:50:15 NORTH POINT SITE.
 09:50:18 >>David Willems: GOOD MORNING AGAIN.
 09:50:19 BY WAY OF BACKGROUND, THIS IS VERY SIMILAR WHAT WE'RE TRYING
 09:50:23 TO ACCOMPLISH TO WHAT WE DID ON THE NORTH SIDE WHERE THE
 09:50:27 VILLAGE WANTED TO GET THE ABILITY TO MAINTAIN THE DITCH
 09:50:31 REGULARLY TO MAKE SURE THAT WE DON'T CAUSE FLOODING AND THAT
 09:50:35 THE DITCH IS ABLE TO FLOW ALL THE WAY TO THE RIVER.
 09:50:38 BUT THIS ONE ACTUALLY ALSO DOES SOMETHING ELSE FOR US, AS
 09:50:43 PART OF THE ESTERO ENTERTAINMENT PROJECT, THAT PROJECT HAS
 09:50:45 TO DISCHARGE TO THE SEMINOLE GULF RAILWAY RIGHT-OF-WAY.
 09:50:49 SO WE ACTUALLY HAVE TO GET THEIR APPROVAL TO DO THAT

09:50:53 DEVELOPMENT.
 09:50:54 SO WE SUBMITTED AN APPLICATION TO SEMINOLE GULF FOR THAT.
 09:50:59 THEY HAD A COUPLE OF QUESTIONS ABOUT THE DEVELOPMENT, BUT I
 09:51:01 THINK WE'RE GOOD.
 09:51:03 WE ANSWERED THEIR QUESTIONS AND THEY ARE FINE WITH
 09:51:06 EVERYTHING.
 09:51:06 AND WHAT THEY DECIDED TO DO IS PACKAGE THIS ALL UP INTO ONE
 09:51:11 IN THAT THEY ARE GIVING US THE APPROVAL FOR THE DISCHARGE
 09:51:14 FOR THE ESTERO ENTERTAINMENT PROJECT AND THEN ALSO GIVING US
 09:51:17 THE AUTHORITY TO MAINTAIN THAT DITCH ALL THE WAY FROM
 09:51:19 WILLIAMS ROAD TO THE RIVER.
 09:51:23 THEY ARE DOING IT -- PROPOSING TO DO IT A LITTLE BIT
 09:51:26 DIFFERENTLY THAN THEY DID ON THE NORTH SIDE.

09:51:29 ON THE NORTH SIDE, I THINK YOU MAY REMEMBER THAT WE
 09:51:32 ORIGINALLY WERE TRYING TO GET THEM TO ASSIGN THE COUNTY'S
 09:51:35 AGREEMENT TO US.
 09:51:38 SEMINOLE GULF WOULD NOT DO THAT.
 09:51:40 SO THEY CANCELED THE AGREEMENT WITH THE COUNTY, AND THEN WE
 09:51:43 HAD TO CREATE A NEW AGREEMENT, WHICH COSTED US THE HUNDRED
 09:51:46 THOUSAND DOLLARS.
 09:51:47 ON THE SOUTH SIDE, THEY ARE PROPOSING TO DO A LITTLE BIT
 09:51:51 DIFFERENTLY IN THAT THEY ARE GOING TO ASSIGN THE COUNTY'S
 09:51:55 AGREEMENT TO THE VILLAGE.
 09:51:58 AND THEY ARE JUST GOING TO CHARGE US THROUGH ADMINISTRATIVE
 09:52:02 APPLICATION FEE, WHICH IS \$7500, WHICH WE ALREADY PAID WHEN
 09:52:05 WE SUBMITTED IT.
 09:52:06 THERE'S ALWAYS A CATCH.
 09:52:09 THE CATCH HERE IS THAT THIS AGREEMENT ENDS IN 2027.
 09:52:14 SO WE'RE GOING TO PAY \$7500.
 09:52:17 WE'RE GOING TO GET THAT EASEMENT UNTIL 2027 IF FOR SOME
 09:52:21 REASON WE DON'T PURCHASE THE RAILROAD PROPERTY, WHICH
 09:52:26 HOPEFULLY WE WILL BE ABLE TO DO, WE WILL HAVE TO RENEGOTIATE
 09:52:31 THIS AGREEMENT WITH SEMINOLE GULF AND LIKELY WE WILL GO BACK
 09:52:35 TO HAVING TO PAY THE HUNDRED THOUSAND DOLLARS OR WHATEVER TO
 09:52:39 GET THAT EASEMENT EXTENDED.
 09:52:40 BUT FOR THE SHORT TERM, THE GOOD STORY IS IT'S \$7500 AND
 09:52:44 GOING FORWARD WE'LL BE ABLE TO MAINTAIN THIS DITCH FROM
 09:52:47 WILLIAMS ROAD TO THE ESTERO RIVER.

09:52:51 SOMEBODY MIGHT ASK WHY DOES IT STOP AT WILLIAMS ROAD?
 09:52:56 BECAUSE THERE REALLY ISN'T ANY DRAINAGE SOUTH.
 09:52:58 THE BROOKS HANDLES ALL OF THEIR DRAINAGE INTERNALLY AND IT
 09:53:03 ACTUALLY FLOWS SOUTH INTO A FLOW WAY THAT THEY HAVE THROUGH
 09:53:06 THEIR SYSTEM.
 09:53:06 SO THE DITCH ALONG THE RAILROAD IS NOT A CRITICAL DRAINAGE
 09:53:10 FACILITY SOUTH OF WILLIAMS.
 09:53:11 BUT IT IS NORTH AND THAT'S WHAT WE'LL HAVE THE ABILITY TO

09:53:14 MAINTAIN GOING FORWARD AFTER THIS AGREEMENT.
 09:53:16 WHAT WE'LL NEED IS COUNCIL APPROVAL.
 09:53:18 WE'LL GET IT SIGNED.
 09:53:20 NEED TO GET COUNTY APPROVAL, GET IT SIGNED AND THEN GET THE
 09:53:23 AGREEMENT EXECUTED.
 09:53:24 I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE ABOUT THAT.
 09:53:26 >>Vice-Mayor Ribble: ANY QUESTIONS, COUNCIL?
 09:53:28 >>George Zalucki: THANKS AGAIN.
 09:53:30 ARE THERE ANY OTHER HURDLES THAT YOU EXPECT?
 09:53:32 I.E. PERHAPS WITH THE COUNTY WITH THIS PARTICULAR PROJECT.
 09:53:36 THE ONLY CONCERN I HAVE, WE HAVE TWO AND A HALF YEARS BEFORE
 09:53:39 WE HAVE TO GO BACK TO NEGOTIATING TABLE.
 09:53:43 IT SEEMS THERE'S A LOT OF LEVERAGE THEY WILL CONTROL AT THE
 09:53:48 NEGOTIATION IF WE DON'T MOVE AHEAD WITH THE OTHER PROJECT.
 09:53:51 I'M A LITTLE CONCERNED ABOUT THAT.
 09:53:53 IS THERE ANY WAY THAT MAYBE WE CAN IN ADVANCE HAVE SOME
 09:53:57 SECURITY TO KNOW THAT IT'S NOT GOING TO BE EXORBITANT.

 09:54:00 IT'S GOING TO BE RELATIVE TO THE LAST AGREEMENT AROUND A
 09:54:03 HUNDRED THOUSAND JUST SO WE HAVE A POINT OF REFERENCE.
 09:54:06 >>David Willems: I WILL SAY UNFORTUNATELY I DON'T THINK WE
 09:54:09 WOULD GET THAT ASSURANCE FROM THE RAILROAD.
 09:54:13 YOU LOOK AT SOME PREVIOUS AGREEMENTS TO THE ONE WE SIGNED,
 09:54:18 SOME OF THEM WERE MUCH LESS THAN THAT.
 09:54:20 AND I DON'T THINK WE WOULD GET THAT ASSURANCE.
 09:54:24 AND REALISTICALLY, WHENEVER, IT SEEMS LIKE WHENEVER WE'RE
 09:54:27 GOING INTO AN AGREEMENT WITH THE RAILROAD, WE DON'T KNOW
 09:54:30 WHAT THE ANSWER IS.
 09:54:32 REALLY, US SUBMITTING THIS APPLICATION, WE DIDN'T KNOW WHERE
 09:54:38 IT WOULD GO.
 09:54:39 WE WERE FEARFUL IT WOULD END UP THE PART TO THE NORTH DID.
 09:54:43 IT WAS ACTUALLY A NICE SURPRISE THAT THEY AGREED TO ASSIGN
 09:54:45 IT AT ONLY THE APPLICATION COST.
 09:54:51 >>George Zalucki: I'M SORRY.
 09:54:52 JUST A QUICK FOLLOW-UP.
 09:54:54 I'M A LITTLE BIT CONCERNED, IF THE NEXT PROJECT DOESN'T GO
 09:54:57 THE WAY THAT IT'S ANTICIPATED TO GO, FOR WHATEVER POTENTIAL
 09:55:01 REASON, THAT IT COULD BE EXORBITANT.
 09:55:05 BECAUSE NOW WE'RE ALREADY COMMITTED.
 09:55:06 THEY'VE GOT ALL THE LEVERAGE.
 09:55:08 I WOULD JUST ASK, DO YOU FEEL CONFIDENT THAT THEY WILL COME
 09:55:12 BACK IN GOOD FAITH IF THAT PROJECT DOESN'T GO FORWARD?
 09:55:17 >>David Willems: I WOULD NOT SAY I WOULD ASSURE THAT.

 09:55:19 I SUSPECT THEY SET THIS UP -- I MEAN, THEY ARE VERY
 09:55:25 SOPHISTICATED IN THEIR AGREEMENTS.
 09:55:26 THEY KNOW WHAT THEY ARE DOING.
 09:55:29 I ASSUME THEY SET THIS UP THIS WAY.

09:55:31 THE REASON THEY ARE GIVING US THIS TWO YEARS IS TO
 09:55:34 INCENTIVIZE TO DO THE BERT AND BUY THE PROPERTY.
 09:55:39 THEY ARE VERY SOPHISTICATED.
 09:55:41 THEY KNOW WHAT THEY ARE DOING.
 09:55:44 >>Jim Ward: DAVID, JUST REFRESH MY MEMORY ON THE HUNDRED
 09:55:46 THOUSAND DOLLAR COST YOU JUST REFERENCED.
 09:55:49 WHAT DOES THAT RELATE TO?
 09:55:51 >>David Willems: NORTH OF THE RIVER WE HAVE TWO SEPARATE
 09:55:54 LICENSE AGREEMENTS WITH THE RAILROAD.
 09:55:57 NORTH OF BROADWAY IS THE AGREEMENT THAT WE WANT TO DO ASSIGN
 09:56:07 FROM THE COUNTY BUT WOULDN'T ASSIGN IT.
 09:56:09 SO WE HAD TO PAY -- I THINK WE PAY AN ANNUAL FEE FOR THAT
 09:56:12 ONE.
 09:56:13 THE ONE SOUTH OF THERE, WE HAD TO PAY THEM \$100,000 FOR THE
 09:56:17 LICENSE AGREEMENT, AND THEY CLEANED IT OUT ONE TIME.
 09:56:20 AND THEN AFTER THAT, IT'S UP TO US TO CLEAN IT.
 09:56:26 >>Jim Ward: THANK YOU.
 09:56:28 >>Larry Fiesel: THANK YOU FOR THE EXPLANATION OF THIS.
 09:56:31 YOU ANSWERED ALL THE QUESTIONS THAT I WAS GOING TO ASK OF
 09:56:34 YOU, CLARIFIED IT, MY UNDERSTANDING.
 09:56:37 I TOO AM IN AGREEMENT WITH COUNCILMAN ZALUCKI ABOUT WHAT

 09:56:41 HAPPENS IN '27.
 09:56:42 I GUESS IT'S INCUMBENT ON US TO MOVE FORWARD AS QUICKLY AS
 09:56:46 POSSIBLE WITH THE ACQUISITION SO WE DON'T HAVE THAT OBSTACLE
 09:56:49 IN 2027.
 09:56:51 WE'RE PLAYING A GAME AND THEY HAVE ALL THE CARDS.
 09:56:59 >>David Willems: YES, THAT'S VERY TRUE.
 09:57:01 WE HAVE THE SAME CONCERNS.
 09:57:02 BUT IN REALITY, IF THEY DIDN'T DO THIS ASSIGNMENT AGREEMENT,
 09:57:06 WE WOULD BE PAYING THAT BIG NUMBER TODAY INSTEAD OF PAYING
 09:57:10 THAT BIG NUMBER IN 2027.
 09:57:14 >>Larry Fiesel: THAT DOES WORK IN OUR FAVOR.
 09:57:15 >>David Willems: YES.
 09:57:16 >>Vice-Mayor Ribble: DAVID, ASSUMING THIS WILL HAPPEN, ARE
 09:57:19 YOU CURRENTLY WORKING FOR THE MAINTENANCE CONTRACT THAT YOU
 09:57:23 WILL BRING BACK TO US FOR THE CLEANING?
 09:57:25 BECAUSE I'M ASSUMING WITH THE ENTERTAINMENT DISTRICT
 09:57:31 IMMINENT CONSTRUCTION, WE'LL NEED TO HAVE THAT CLEANED OUT
 09:57:36 AND READY TO GO.
 09:57:38 >>David Willems: YEAH, I DON'T KNOW THAT WE'LL HAVE IT FOR
 09:57:40 THE SUMMER CLEANING OUT, BUT DEFINITELY FOR THE FALL ONE WE
 09:57:43 WILL.
 09:57:44 THIS ONE IS -- I MEAN, WE NEED TO MAINTAIN IT AND MAKE SURE
 09:57:47 THE DRAINAGE IS FLOWING, BUT EVEN IF YOU LOOK AT THIS MAP,
 09:57:51 THIS IS AN AREA THAT HASN'T DEVELOPED YET, SO IT DOESN'T
 09:57:54 HAVE SOME OF THE DRAINAGE PROBLEMS THAT IT DOES TO THE

09:57:56 NORTH.
 09:57:56 THE REASON WE WANT THE AGREEMENT IS HERE IN THE NEXT FOUR OR
 09:58:00 FIVE YEARS, THIS AREA WILL BE VERY DEVELOPED WITH NORTH
 09:58:03 POINT HAPPENING, THE STUFF WE'RE DOING AT THE ENTERTAINMENT.
 09:58:06 SO WE WILL NEED TO BE ABLE TO MAINTAIN IT A LOT MORE
 09:58:09 REGULARLY.
 09:58:11 >>Vice-Mayor Ribble: THANK YOU.
 09:58:12 YOU JUST ANSWERED MY NEXT QUESTION.
 09:58:13 ANYTHING ELSE?
 09:58:14 MADAM CLERK, DO WE HAVE PUBLIC COMMENT?
 09:58:16 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENT.
 09:58:18 >>Vice-Mayor Ribble: THANK YOU.
 09:58:19 IN THAT CASE, WOULD ANYONE LIKE TO MAKE A MOTION?
 09:58:23 >>Larry Fiesel: I'LL MAKE A MOTION.
 09:58:24 >>Vice-Mayor Ribble: THANK YOU.
 09:58:25 COUNCILPERSON FIESEL.
 09:58:26 AND SECOND BY COUNCILPERSON ZALUCKI.
 09:58:29 MADAM CLERK, PLEASE CALL THE ROLL.
 09:58:32 >>George Zalucki: AYE.
 09:58:33 >>Jim Ward: AYE.
 09:58:36 >>Lori Fayhee: AYE.
 09:58:38 >>Larry Fiesel: AYE.
 09:58:39 >>Vice-Mayor Ribble: AYE.
 09:58:40 ITEM 8 WAS TO BE THE SECOND READING OF THE ORDINANCE FOR THE
 09:58:49 BELLA TERRA CELL TOWER.

 09:58:51 THE APPLICANT HAS ASKED FOR A CONTINUANCE TO MAY 1st, SO
 09:58:56 WE WILL NOT DISCUSS THAT AT THIS TIME.
 09:58:58 WHICH BRINGS US TO COUNCIL -- YES.
 09:59:06 >>Steven Sarkozy: THERE MAY BE SOME PEOPLE IN THE AUDIENCE
 09:59:08 THAT WISH TO SPEAK TO THIS --
 09:59:11 >>Carol Sacco: WE HAVE NONE, BUT MARY WANTS TO SPEAK.
 09:59:13 >>Mary Gibbs: WELL, I JUST WANTED TO SAY THE APPLICANT
 09:59:16 REQUESTED THE CONTINUANCE BECAUSE THEY MISSED THE DEADLINE
 09:59:20 FOR SENDING OUT LETTERS AND NOTIFICATION TO THE ADJACENT
 09:59:23 PROPERTY OWNERS WITHIN 750 FEET.
 09:59:24 IT HAS TO BE DONE 14 DAYS BEFORE THE HEARING.
 09:59:27 SO THEY DIDN'T GET THEM OUT IN TIME, AND THAT'S WHY THEY ARE
 09:59:29 REQUESTING THE CONTINUANCE.
 09:59:31 SO WE'LL HAVE THE PUBLIC HEARING ON MAY 1st, BUT WE DO
 09:59:35 NEED A MOTION SINCE WE'VE ALREADY ADVERTISED IT IN THE
 09:59:37 NEWSPAPER FOR TODAY, WE NEED A MOTION FROM THE COUNCIL TO
 09:59:39 CONTINUE IT TO MAY 1st.
 09:59:42 >>Vice-Mayor Ribble: IN THAT CASE, WOULD SOMEONE LIKE TO --
 09:59:45 >>Larry Fiesel: I MAKE A MOTION TO CONTINUE TO MAY 1st.
 09:59:48 >>Vice-Mayor Ribble: THANK YOU, COUNCILPERSON FIESEL.
 09:59:49 >>Lori Fayhee: I'LL SECOND.
 09:59:53 >>Vice-Mayor Ribble: THANK YOU, COUNCILPERSON FAYHEE.

09:59:55 >>Carol Sacco: WHO ARE WE GOING WITH?
 09:59:57 >>Vice-Mayor Ribble: LET'S GIVE COUNCILPERSON FAYHEE THE
 10:00:00 SECOND.

 10:00:00 PLEASE CALL THE ROLL.
 10:00:03 >>Larry Fiesel: AYE.
 10:00:06 >>Lori Fayhee: AYE.
 10:00:07 >>Jim Ward: AYE.
 10:00:10 >>George Zalucki: AYE.
 10:00:12 >>Vice-Mayor Ribble: AYE.
 10:00:12 NOW WE CAN GO TO COUNCIL COMMUNICATIONS.
 10:00:21 COUNCILPERSON FAYHEE, WOULD YOU LIKE TO START?
 10:00:28 >>Lori Fayhee: THANK YOU.
 10:00:28 TOOK ME A MINUTE TO GET OFF MUTE.
 10:00:31 I WOULD LIKE TO THANK DAVID FOR HIS PRESENTATIONS.
 10:00:38 IT DEFINITELY HELPED TO UNDERSTAND BETTER WHAT WE NEEDED
 10:00:43 THERE.
 10:00:44 AND MS. WHITEHEAD, I REALLY APPRECIATE YOUR COMMUNICATIONS
 10:00:51 WITH THE BOARD IN COMING TO SPEAK TODAY.
 10:00:55 HOPEFULLY WE CAN FIGURE THIS OUT AS WE GO FORWARD.
 10:00:58 AND JUST ON A SIDE NOTE, I WOULD LIKE TO THANK THE ESTERO
 10:01:06 FIRE AND RESCUE.
 10:01:08 THEY ARE DOING WONDERFUL WORK.
 10:01:11 THAT'S ALL I HAVE.
 10:01:12 THANK YOU.
 10:01:14 >>Vice-Mayor Ribble: THANK YOU.
 10:01:16 COUNCILPERSON FIESEL.
 10:01:17 >>Larry Fiesel: JUST A COUPLE OF QUICK THINGS.
 10:01:20 AS YOU KNOW, I'M LIAISON TO THE TOURIST DEVELOPMENTAL

 10:01:23 COUNCIL THAT MEETS ONCE A MONTH.
 10:01:25 AND THIS PAST LAST WEEK, THEY HAD THE RECOGNITION LUNCHEON
 10:01:32 AT THE COCONUT HYATT FOR THE VOLUNTEERS, THAT VOLUNTEER
 10:01:37 THROUGHOUT LEE COUNTY FOR GUESTS AND TOURISTS TO COME INTO
 10:01:40 THE COMMUNITY.
 10:01:41 SIGNIFICANT NUMBER OF PEOPLE, WAY OVER 130 I BELIEVE THE
 10:01:44 NUMBER IS.
 10:01:45 SAVES THE COUNTY A TREMENDOUS AMOUNT OF MONEY, AROUND
 10:01:49 \$800,000 BECAUSE THEY DO THIS ALL VOLUNTEER.
 10:01:52 THE LEAD VOLUNTEER THIS YEAR WAS 26 YEARS OF SERVICE, WHICH
 10:01:55 IS A LOT OF VOLUNTEER TIME.
 10:01:56 YOU PROBABLY HAVE READ THIS IN THE NEWSPAPERS, AFTER IAN, WE
 10:02:03 HAD A LOT OF RESISTANCE OF PEOPLE WANTING TO COME TO THIS
 10:02:09 AREA BECAUSE THEY DIDN'T KNOW WHAT THE CONDITION OF THE AREA
 10:02:11 WAS, SO THEY VACATIONED IN OTHER PARTS OF THE COUNTRY AND
 10:02:18 INTERNATIONALLY.
 10:02:20 THE NUMBERS ARE STARTING TO LOOK BETTER IN OUR FAVOR.
 10:02:22 THE AIRPORT TRAFFIC, AS YOU'VE PROBABLY SEEN, HAS NOW SET

10:02:24 RECORDS FOR THE LAST TWO MONTHS FOR NUMBER OF PASSENGERS
 10:02:28 THROUGH THE AIRPORT.
 10:02:29 IT LOOKS LIKE THE COMMUNITY, LEE COUNTY, AND ALL THE BEACHES
 10:02:33 ARE STARTING TO RECOVER FROM THE RESULTS OF IAN, ALTHOUGH
 10:02:38 THERE'S STILL SIGNIFICANT DEFICIT ON HOTEL ROOMS THAT ARE
 10:02:42 AVAILABLE.
 10:02:43 I THINK THE VILLAGE IS DOING THEIR BEST TO BUILD HOTELS TO

 10:02:46 ACCOMMODATE THESE PEOPLE.
 10:02:47 HOW MANY DO WE HAVE, MARY?
 10:02:50 FOUR ON THE BOOKS RIGHT NOW?
 10:02:51 SO OUR CAPACITY IN ESTERO IS GOING TO BE GOING UP.
 10:02:54 BUT THERE ARE PEOPLE COMING DOWN, GOOD NEWS TO COME DOWN AND
 10:02:57 TO OCCUPY THOSE HOTELS AND BRING THE USAGE BACK UP.
 10:03:03 WE'RE SEEING -- I SHOULDN'T SAY THE LIGHT AT THE END OF THE
 10:03:06 TUNNEL BECAUSE THAT SOMETIMES IS THE TRAIN, BUT WE'RE SEEING
 10:03:09 A VAST IMPROVEMENT OVER THE VISITORS COMING INTO THE LEE
 10:03:13 COUNTY AREA.
 10:03:15 >>Vice-Mayor Ribble: THANK YOU.
 10:03:16 COUNCILPERSON WARD.
 10:03:18 >>Jim Ward: THANK YOU.
 10:03:18 I JUST WANT TO FOLLOW UP ON COUNCILPERSON FAYHEE'S COMMENTS
 10:03:22 RELATIVE TO THE FIRE HYDRANT.
 10:03:25 STEVE, IF WE COULD POSSIBLY HAVE DAVID ADDRESS THAT ISSUE AT
 10:03:29 A FUTURE COUNCIL MEETING AND JUST GET AN UNDERSTANDING OF
 10:03:32 WHAT CAN BE DONE THERE AND WHAT THE IMPLICATIONS ARE.
 10:03:36 I'D LIKE TO REQUEST THAT, PLEASE.
 10:03:37 >>Steven Sarkozy: SURE.
 10:03:38 >>Jim Ward: SUNDAY EVENING I HAD THE PLEASURE OF ATTENDING
 10:03:42 THE LEAD ESTERO FUND-RAISING EVENT AT GRANDEZZA.
 10:03:46 IT WAS A GREAT EVENT.
 10:03:47 IT RAISED OVER A HUNDRED THOUSAND DOLLARS TO SUPPORT
 10:03:50 LEADERSHIP AND SCHOLARSHIPS FOR ESTERO HIGH SCHOOL STUDENTS.

 10:03:55 WHEN MY WIFE AND I KIND OF WALKED INTO THE EVENT, I SAW A
 10:03:58 FERRARI AND A LAMBORGHINI SITTING OUTSIDE THE GRAND
 10:04:03 ENTRANCE.
 10:04:03 I SAID TO MY WIFE, THIS IS GOING TO BE INTERESTING BIDDING
 10:04:06 GOING FORWARD ON THESE DIFFERENT ITEMS.
 10:04:09 BUT IT WAS ACTUALLY A GREAT EVENT.
 10:04:10 WE HAD A WONDERFUL TIME, AND IT RAISED \$115,000 TO SUPPORT
 10:04:16 SCHOLARSHIPS FOR ESTERO HIGH SCHOOL STUDENTS.
 10:04:19 THANK YOU.
 10:04:21 >>Vice-Mayor Ribble: THANK YOU.
 10:04:22 COUNCILPERSON ZALUCKI.
 10:04:23 >>George Zalucki: THANK YOU, MADAM CHAIR.
 10:04:24 JUST A QUICK PLUG FOR THE LEE COUNTY SHERIFF'S OFFICE.
 10:04:27 I HAD THE GOOD FORTUNE OF BEING ABLE TO ATTEND THE GRAND

10:04:31 OPENING OF NAN'S RANCH LAST THURSDAY.
 10:04:35 NAN'S RANCH IS BASICALLY A WORKING FARM THAT IS MAINTAINED
 10:04:38 BY THE INMATES AT THE ORTIZ LOCATION, THE JAIL FACILITY.
 10:04:42 WHAT IT DOES IS IT BRINGS THE COMMUNITY TOGETHER AND GIVES
 10:04:46 THOSE INMATES SOME WORKING OPPORTUNITIES AND LEARNING
 10:04:50 OPPORTUNITIES.
 10:04:51 IT'S A GREAT PROGRAM.
 10:04:52 THEY HAVE ALL KINDS OF DIFFERENT ANIMALS, SO I ENCOURAGE THE
 10:04:56 PUBLIC TO LOOK UP NAN'S RANCH ON THE LEE COUNTY SHERIFF'S
 10:04:58 OFFICE WEBSITE.
 10:04:59 THEY HAVE GOATS, PONIES, DONKEYS, CHICKENS, REPTILES,

 10:05:04 ALLIGATORS, ALL KINDS OF GREAT ANIMALS.
 10:05:06 THIS IS A COMMUNITY ENGAGEMENT FACILITY AND ALSO IT'S GREAT
 10:05:10 IN REHABILITATING THE INMATES IN THE COUNTY.
 10:05:14 THE SECOND THING I JUST WANTED TO MENTION, AS A REMINDER,
 10:05:17 TODAY IS THE CHEMICAL WASTE DISPOSAL DAY RIGHT ACROSS THE
 10:05:21 STREET AT THE ESTERO COMMUNITY PARK FROM 9 A.M. TO 1 P.M.
 10:05:24 YOU CAN BRING IGNITABLES, CORROSIVES, TOXIC MATERIALS,
 10:05:29 PAINTS, AND AUTO FLUIDS TO THE FACILITY, AND THEY WILL
 10:05:33 DISPOSE OF THEM PROPERLY.
 10:05:36 THAT'S ALL I HAVE.
 10:05:36 THANK YOU.
 10:05:37 >>Vice-Mayor Ribble: THANK YOU.
 10:05:38 I'VE BEEN RECENTLY OUT OF TOWN, SO I MISSED ALL THOSE
 10:05:41 WONDERFUL EVENTS.
 10:05:42 SO I HAVE NO COMMENT TODAY.
 10:05:45 VILLAGE ATTORNEY, DO YOU HAVE A REPORT FOR US?
 10:05:50 >>Robert Eschenfelder: SO THAT WASN'T YOUR FERRARI OUT
 10:05:53 FRONT.
 10:05:53 >>Vice-Mayor Ribble: NO.
 10:05:54 [LAUGHTER]
 10:05:55 >>Robert Eschenfelder: COUNCIL, I HAVE A QUICK SORT OF
 10:05:57 GOOD-NEWS THING.
 10:05:58 YOU ALL RECALL THE DISPUTE AND SUBSEQUENT LITIGATION BETWEEN
 10:06:02 FOUNTAIN LAKES AND THE DENTAL OFFICE.
 10:06:05 WHILE WE WERE DISMISSED OUT, STILL ON THE PLEADINGS SO I'M

 10:06:09 WATCHING THINGS COME THROUGH.
 10:06:11 YESTERDAY, THE PARTIES FILED A REQUEST TO THE JUDGE TO
 10:06:17 EXTEND CERTAIN DEADLINE DATE, BUT THE REASON THEY GAVE THE
 10:06:21 JUDGE IS BECAUSE THEY BELIEVE THEY HAVE WORKED OUT A
 10:06:23 SETTLEMENT AGREEMENT BETWEEN THEM.
 10:06:25 IT'S NICE -- UNFORTUNATE THAT IT TOOK LITIGATION, BUT IT
 10:06:29 SEEMS LIKE THE PARTIES HAVE COME TOGETHER.
 10:06:30 WHEN WE SEE SOMETHING FINAL, I'LL LET YOU KNOW.
 10:06:33 BUT I WANTED TO GIVE YOU THAT UPDATE.
 10:06:35 IT SEEMS LIKE THE WARRING FACTIONS HAVE FOUND A WAY TO COME

10:06:38 TOGETHER.
 10:06:38 THAT'S ALL I HAVE.
 10:06:39 >>Vice-Mayor Ribble: THANK YOU.
 10:06:40 AND OUR VILLAGE MANAGER REPORT.
 10:06:42 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 10:06:44 JUST A QUICK UPDATE REGARDING THE FEMA REVIEW PROCESS.
 10:06:48 I'LL TURN IT OVER TO MARY.
 10:06:50 BUT WHILE SHE'S COMING FORWARD, ALL OF THE STAFF HAVE BEEN
 10:06:55 HEAVILY INVOLVED IN RESPONDING TO THE CLAIMS BY FEMA THAT
 10:07:00 AFFECT LEE COUNTY, CAPE CORAL, FORT MYERS BEACH, BONITA
 10:07:05 SPRINGS AND ESTERO.
 10:07:07 WE'RE TAKING THIS VERY SERIOUSLY, AND WE'RE LOOKING AT DOING
 10:07:12 WHATEVER WE CAN PROACTIVELY TO PROTECT OUR COMMUNITY RATING
 10:07:18 SERVICE FOR FLOOD INSURANCE FOR THE COMMUNITY.
 10:07:21 MARY, IF YOU WANT TO RESPOND.

10:07:24 >>Mary Gibbs: IT'S BEEN A WHIRLWIND, AS YOU PROBABLY KNOW,
 10:07:26 SINCE WE GOT THE FIRST CONFERENCE CALL WITH FEMA, ROBERT
 10:07:31 WILEY AND I GOT THE CALL THAT SAID THEY WERE LOOKING AT
 10:07:35 RETROGRADES FOR THE CITIES AND THE COUNTY.
 10:07:38 IT'S LIKE AN ALL HANDS ON DECK SITUATION EVEN THOUGH WE
 10:07:42 DON'T HAVE A LOT OF HANDS.
 10:07:43 ALL THE HANDS ARE ON DECK.
 10:07:44 EVERYBODY HAS BEEN WORKING.
 10:07:45 STEVE SENT LATE-NIGHT E-MAILS.
 10:07:48 CAROL AND HER STAFF HELPING, DAVID AND HIS STAFF HELPING AND
 10:07:51 THEN OUR STAFF HELPING TO GET EVERYTHING PUT TOGETHER WITHIN
 10:07:55 THIS 30-DAY DEADLINE THAT WE'RE NOT EXACTLY SURE WHEN THE 30
 10:07:58 DAYS IS.
 10:07:59 WE'RE STILL WAITING FOR A CLARIFICATION FROM FEMA.
 10:08:02 I BELIEVE WE WERE SUPPOSED TO GET A LETTER FRIDAY, BUT WE
 10:08:05 HAVEN'T RECEIVED IT YET.
 10:08:07 SO WE'RE LOOKING FORWARD TO THAT.
 10:08:09 WE HEAR THAT THEY ARE STILL WORKING ON IT.
 10:08:10 WE'VE HAD SO MANY MEETINGS.
 10:08:12 WE'VE HAD MEETINGS WITH THE COUNTY AND THE CITIES, EVERYBODY
 10:08:16 WORKING COLLABORATIVELY TO COMPARE NOTES AND SEE HOW WE CAN
 10:08:20 RESPOND.
 10:08:20 WE'VE HAD MEETINGS WITH FEMA OFFICIALS.
 10:08:24 THEY HAVE FLOWN IN FROM ATLANTA.
 10:08:26 WE HAVE MET WITH THEM.

10:08:27 THEY HAVE COME FROM TALLAHASSEE.
 10:08:32 THEY ARE MEETING WITH US.
 10:08:35 EVERY DAY THERE IS A FEMA MEETING WITH SOMEBODY.
 10:08:38 USUALLY MULTIPLE MEETINGS.
 10:08:39 AGAIN, IT'S ALL HANDS ON DECK.
 10:08:41 WE'RE TRYING TO GET ALL THE INFORMATION THAT THEY WANT.

10:08:44 THERE'S BEEN QUESTIONS GOING BACK AND FORTH.
 10:08:47 SENATOR SCOTT WAS MOST RECENTLY INVOLVED YESTERDAY WITH
 10:08:50 TRYING TO CLARIFY SOME OF THE THINGS THAT FEMA IS ASKING
 10:08:53 EVERYBODY TO MAKE SURE WE'RE ALL ON THE SAME PAGE AND
 10:08:56 GETTING THEM THE INFORMATION WE NEED.
 10:08:57 THEY HAVE ASSIGNED A FEMA REPRESENTATIVE, A COUPLE OF THEM
 10:09:04 TO THIS AREA FOR THE 30 DAYS TO HELP US.
 10:09:07 THERE'S ONE THAT'S BEEN ASSIGNED TO HELP THE SHARING WITH
 10:09:11 THE COUNTY AND CAPE CORAL.
 10:09:13 AND THEN THE OTHER PERSON, JAMES MASCELLINO, IS ASSIGNED TO
 10:09:16 HELP US, FORT MYERS BEACH AND BONITA SPRINGS.
 10:09:19 SO ROBERT WILEY HAD THE FIRST MEETING WITH JAMES, I THINK IT
 10:09:23 WAS MONDAY.
 10:09:25 SO WE'RE TRYING TO GET AN UNDERSTANDING OF WHAT THEY WANT.
 10:09:29 HE'S COMING BACK AGAIN FRIDAY.
 10:09:30 WE'RE PULLING TOGETHER ALL THE INFORMATION WE HAVE IN OUR
 10:09:33 FILES.
 10:09:34 STANLEY HAS DONE OUTSTANDING JOB WITH THE CODE ENFORCEMENT
 10:09:38 LETTERS, WITH THE 67 NAMES THAT WERE ON THE LIST THAT FEMA

 10:09:42 FIRST SENT US.
 10:09:43 WE HAVE NOTIFIED ALL OF THEM.
 10:09:46 WE'VE SCHEDULED THEM FOR CODE ENFORCEMENT HEARING.
 10:09:48 IF YOU DON'T HAVE PERMITS, YOU'RE COMING TO THIS HEARING.
 10:09:51 STANLEY ADDITIONALLY REACHED OUT AND CONTACTED EACH ONE OF
 10:09:54 THEM AND SAID PLEASE PROVIDE, WE'RE NOT SHOWING THAT WE HAVE
 10:09:57 ALL THIS INFORMATION FROM YOU.
 10:09:58 IF YOU HAVE A PERMIT, WE NEED SUBSTANTIAL IMPROVEMENT,
 10:10:01 DAMAGE FORMS, WE NEED ELEVATION CERTIFICATES, WE NEED ALL
 10:10:04 THESE THINGS THAT FEMA HAS ASKED US TO SEEK.
 10:10:07 HE'S REACHED OUT.
 10:10:08 PEOPLE COMING IN EVERY DAY WITH THEIR DOCUMENTS.
 10:10:11 HE'S KEEPING RUNNING TABS ON THAT.
 10:10:14 WE FEEL THAT WE HAVE DONE REALLY ABOVE AND BEYOND WHAT HAS
 10:10:17 BEEN REQUESTED AND WE'RE HOPING THAT THIS WILL BE ENOUGH TO
 10:10:22 SATISFY FEMA WHEN THEY COME BACK IN AND SEE WHAT ALL WE HAVE
 10:10:25 BEEN DOING.
 10:10:28 >>Vice-Mayor Ribble: ANY QUESTIONS FOR MARY?
 10:10:30 >>Jim Ward: STEVE, THIS HAS BEEN GETTING A LOT OF EXPOSURE
 10:10:33 IN THE LOCAL NEWS MEDIA, BOTH TV, NEWSPAPERS.
 10:10:37 OBVIOUSLY IT'S A CONCERN WITHIN THE COMMUNITY.
 10:10:39 DO WE HAVE A PROCESS BY WHICH WE CAN UPDATE THE COMMUNITY ON
 10:10:42 WHAT MARY JUST HAS GIVEN US HERE AT COUNCIL?
 10:10:46 >>Steven Sarkozy: GOOD POINT.
 10:10:48 WE CAN TRY TO PUT SOMETHING OUT ON THE WEBSITE AND ALSO WITH

 10:10:54 CERTAIN MAILINGS OUT TO THE COMMUNITY.
 10:10:56 BASICALLY, THE GIST OF ALL OF THIS IS THAT WE HAVE RELIED ON

10:11:05 THE FEMA MANUAL TO DETERMINE HOW WE RESPOND.
 10:11:09 AND THE MANUAL ALLOWS CITIES TO RESPOND AND FOLLOW THROUGH
 10:11:15 ON THE FEMA GUIDELINES WHEN INDIVIDUALS GET A BUILDING
 10:11:20 PERMIT.
 10:11:22 FEMA IS SUGGESTING THAT SOME PEOPLE ARE NOT GETTING PERMITS
 10:11:25 TO REBUILD, THEREBY CIRCUMVENTING THE FEMA GUIDELINES.
 10:11:30 SO WHAT YOU'RE SEEING IS THAT IN RESPONSE TO THAT, THE
 10:11:35 VILLAGE HAS GONE OUT AND AGGRESSIVELY PURSUED PERMITS OR
 10:11:40 REQUIRING RESIDENTS TO GET PERMITS.
 10:11:43 AND THE ONLY WAY WE CAN DO THAT IS TO ISSUE CITATIONS TO
 10:11:51 EACH OF THE INDIVIDUAL PROPERTY OWNERS WHO HAVE BEEN
 10:11:54 AFFECTED BY THE FLOOD AND WE PRESUME WHO HAVE HAD TO HAVE
 10:11:57 SOME WORK DONE TO RESPOND TO THE RECOVERY EFFORT.
 10:12:00 THOSE FEW PEOPLE THAT HAVE NOT GOTTEN PERMITS ARE ACTUALLY
 10:12:06 JEOPARDIZING THE ENTIRE FLOOD INSURANCE PROGRAM IN THE
 10:12:12 VILLAGE AND THE 20% DISCOUNT THAT WE GET THROUGH OUR
 10:12:19 COMMUNITY RATING SERVICE.
 10:12:20 WHAT YOU'RE GOING TO SEE IN THE COMMUNITY IS THAT FOR THE
 10:12:27 NEXT MAGISTRATE HEARING IN THIS ROOM, THERE PROBABLY WILL BE
 10:12:32 A LINE OUT THE DOOR OF PEOPLE BEING PROCESSED BECAUSE WE
 10:12:38 HAVE TO BE MORE DILIGENT -- NOT DILIGENT -- BUT PROACTIVE
 10:12:45 PER THE FEMA GUIDELINES.
 10:12:47 SO THAT CHANGE FROM GOING FROM WAITING FOR YOUR PERMIT TO

 10:12:52 BEING PROACTIVE IS WHAT REALLY HAS CAUGHT EVERYBODY OFF
 10:12:57 GUARD.
 10:12:57 AND WE UNDERSTAND THAT THE FEMA POINT OF VIEW THEY ARE
 10:13:03 TRYING TO REDUCE THEIR OVERALL COSTS, BUT TO CHANGE LIKE
 10:13:08 THIS WITH VERY LITTLE NOTICE, I DON'T THINK WE GOT ANY
 10:13:13 NOTICE, IS JUST PUTTING US ALL AT A DISADVANTAGE.
 10:13:16 THAT'S WHAT ALL OF THE FIVE JURISDICTIONS ARE RESPONDING TO.
 10:13:18 SO IT'S A BIG DEAL, A VERY FEW NUMBER OF RESIDENTS HAVE PUT
 10:13:25 OUR PROGRAM IN JEOPARDY.
 10:13:27 THE RETROGRADE THAT MARY MENTIONED, WHICH IS A POTENTIAL,
 10:13:34 THAT'S WHERE THEY WOULD GO FROM A RATING OF 6 DOWN TO A 10.
 10:13:42 SO WE WOULD LOSE A 20% DISCOUNT ON OUR FLOOD INSURANCE FOR
 10:13:49 PROBABLY ONE YEAR, AND THEN WE WOULD PETITION, COME BACK
 10:13:52 WITH A MORE AGGRESSIVE PROGRAM AND BE REINSTATED, AT WHAT
 10:13:58 NUMBER, WE DON'T KNOW, BUT WE WOULD THEN GET BACK INTO THE
 10:14:00 DISCOUNT PROGRAM.
 10:14:01 WE'RE TRYING TO AVOID THAT RETROGRADE.
 10:14:07 THE WORST POSSIBLE CASE IS THAT THEY PUT US ON PROBATION,
 10:14:12 WHICH PUTS US INTO LIMBO FOR A NUMBER OF YEARS PROBABLY.
 10:14:16 WE DON'T THINK THAT'S LIKELY BECAUSE WE'RE REALLY AGGRESSIVE
 10:14:19 IN WHAT WE DO FOR THE FLOOD INSURANCE PROGRAM.
 10:14:22 BUT IT'S COMPLICATED, AND WE'LL TRY TO GET INFORMATION OUT
 10:14:24 THERE.
 10:14:25 >>Jim Ward: WHAT I WAS TRYING TO GET TO, I TRULY UNDERSTAND

10:14:29 THE IMPACT ON THE STAFF AND APPRECIATE WHAT STAFF IS DOING

10:14:33 TO REMEDIATE THIS AND GET IT MOVING FORWARD.

10:14:36 I WAS TRYING TO COMMUNICATE, IS THERE A WAY WE CAN GET OUT

10:14:40 TO THE COMMUNITY THE POSITIVE THINGS THAT WE ARE DOING TO

10:14:43 IMPACT THIS ISSUE?

10:14:46 >>Mary Gibbs: WE CAN LOOK AT THE WEB PAGE AND SEE IF WE CAN

10:14:50 UPDATE INFORMATION ON THAT.

10:14:51 ONE OF THE THINGS I WANTED TO TAG ON THAT STEVE MENTIONED

10:14:54 TOO WITH THE FEMA RULES IS THAT SENATOR SCOTT -- ALL THE

10:14:57 CONGRESSIONAL PEOPLE HAVE BEEN HELPING.

10:14:59 IT'S BEEN AMAZING.

10:15:00 BUT MOST RECENTLY, SENATOR SCOTT SENT A LETTER TO FEMA TO

10:15:05 CLARIFY BECAUSE IT WAS A BIG ITEM OF CONSTERNATION WHEN THE

10:15:11 RULES SAY YOU DON'T HAVE TO PROACTIVELY CITE, YOU CAN

10:15:15 PROACTIVELY CITE OR WAIT FOR PEOPLE TO GET BUILDING PERMITS.

10:15:18 AFTER THE HURRICANE, OF COURSE, THERE'S SO MUCH GOING ON AND

10:15:20 PEOPLE ARE HURTING, YOU DON'T WANT TO SEND CODE ENFORCEMENT

10:15:24 OUT THE DAY AFTER.

10:15:25 HELLO, WE'RE HERE TO HELP YOU.

10:15:28 THE RULE SAYS YOU CAN DO EITHER-OR.

10:15:30 BUT FEMA HAS INTERPRETED THAT, CHANGE THE RULE IN THAT YOU

10:15:34 SHOULD ONLY BE ABLE TO DO IT PROACTIVELY EVEN THOUGH THE

10:15:37 RULE HASN'T BEEN CHANGED.

10:15:38 IT PUTS EVERYBODY IN A VERY BAD POSITION BECAUSE YOU RELY ON

10:15:41 THE RULES JUST LIKE WE DO, PEOPLE WITH OUR LAND DEVELOPMENT

10:15:45 CODE, WE DON'T INVOKE INCIPIENT POLICY.

10:15:48 IT'S BEEN A LITTLE BIT CONFUSING, BUT THE CONGRESSIONAL

10:15:52 DELEGATION HAS BEEN REALLY HELPFUL.

10:15:53 ONE OTHER THING I WANTED TO MENTION TOO, IN ADDITION TO THE

10:15:58 WHOLE RETROGRADE ITEM WITH THE 30 DAYS, AND EVERYBODY ASKING

10:16:03 FOR AN EXTENSION, WE ALSO HAD -- FEMA DOES COMMUNITY

10:16:08 ASSISTANCE VISITS AND RATINGS FOR THE CRS.

10:16:11 EVERYBODY'S WAS DUE ON MAY 1st.

10:16:13 IN ADDITION TO TRYING TO GET ALL THIS INFORMATION, WE ASKED

10:16:16 FEMA, NOW WE HAVE THIS OTHER DOCUMENT THAT HAS TO BE DONE BY

10:16:19 MAY 1st AND OUR STAFF IS WORKING ON THAT.

10:16:21 BUT WE CAN'T WORK ON BOTH AT THE SAME TIME.

10:16:24 THERE'S NOT ENOUGH STAFF TO DO THIS.

10:16:26 THEY GRANTED A 90-DAY EXTENSION TO THE OTHER ITEM THAT WAS

10:16:29 DUE ON MAY 1st.

10:16:30 BUT IT'S IMPORTANT TO KNOW THERE'S A LOT -- SO MANY

10:16:34 DIFFERENT THINGS. SO THAT ITEM GOT DEFERRED FOR 90 DAYS SO

10:16:38 WE GET EXTRA TIME.

10:16:39 BUT THERE'S ALSO SUBSTANTIAL DAMAGE, ASSESSMENT PROCEDURE

10:16:45 THAT WE HAVE TO DO THAT ROBERT WILEY AND MATT NOBLE AND LISA

10:16:50 WENT TO TRAINING LAST WEEK.

10:16:52 IT'S LIKE A 20-PAGE MANUAL DOCUMENT THAT YOU'VE GOT TO PUT
 10:16:55 TOGETHER IN A SHORT ORDER.
 10:16:57 SO THAT HAS TO BE DONE.
 10:16:59 WE MAY NEED CONSULTANTS TO HELP WITH THAT, BECAUSE IF THE
 10:17:02 TIME FRAME IS SHORT AND WE DON'T HAVE THE HELP, SO WE'RE

 10:17:05 LOOKING AT POSSIBLY CONSULTANTS TO HELP US WITH THAT.
 10:17:08 THERE'S ALSO BUILDING CODE AFFECTING THIS RATING SYSTEM THAT
 10:17:13 IS PART OF ISO BUT RELATES TO THIS WHOLE FEMA THING.
 10:17:17 AND THAT'S DUE.
 10:17:18 SO WE'VE GOT OUR BUILDING STAFF LOOKING AT THAT.
 10:17:20 BUT THERE'S ALL THESE COMPONENTS THAT ARE ALL DUE
 10:17:24 ESSENTIALLY AT THE SAME TIME.
 10:17:25 AND NOT THAT MUCH STAFF TO DO IT.
 10:17:27 SO FOR A LONGER TERM LOOK, WE'RE LOOKING AT SOME CONSULTANTS
 10:17:31 TO HELP US WITH THE SUBSTANTIAL DAMAGE PROCEDURES.
 10:17:35 WE'VE GOT A COUPLE OF CONFERENCE CALLS WITH SOME CONSULTANTS
 10:17:38 TOMORROW TO JUST SEE WHAT -- IF THEY CAN HELP US.
 10:17:41 EITHER WITH THE SHORT TERM OR WITH THE LONG TERM.
 10:17:44 SO IT'S KIND OF A MULTIFACETED APPROACH.
 10:17:47 >>Vice-Mayor Ribble: AND QUITE COMPLICATED.
 10:17:49 >>Mary Gibbs: IT IS, YEAH.
 10:17:50 >>Vice-Mayor Ribble: THAT'S TERRIBLE TO BE PUT IN THAT KIND
 10:17:52 OF POSITION.
 10:17:53 ANYTHING ELSE FOR MARY?
 10:17:58 >>George Zalucki: MARY, I WANT TO COMMEND YOU AND STEVE AND
 10:18:00 CAROL AND STAFF FOR EVERYTHING YOU'RE DOING.
 10:18:02 YOU'RE BEING VERY REACTIVE TO THIS IN A VERY QUICK AND
 10:18:05 EFFICIENT MANNER FROM THE REPORTS THAT WE'RE GETTING.
 10:18:07 SO THANK YOU FOR ALL OF YOUR EFFORTS.
 10:18:09 I UNDERSTAND YOU'RE EVEN COMING IN ON WEEKENDS.

 10:18:12 KEEP UP THE GOOD WORK.
 10:18:13 THANK YOU VERY MUCH.
 10:18:13 >>Mary Gibbs: THAT WASN'T ME, BUT THAT WAS STAFF.
 10:18:18 >>Vice-Mayor Ribble: THANK YOU TO ALL OF YOU.
 10:18:19 THANK YOU, MARY.
 10:18:20 HAVE WE BROKEN A RECORD ON A SHORT COUNCIL MEETING HERE?
 10:18:26 LET ME GO ON AND ASK FOR A MOTION TO ADJOURN.
 10:18:32 >> SO MOVED.
 10:18:33 >>Vice-Mayor Ribble: COUNCILPERSON ZALUCKI AND COUNCILPERSON
 10:18:36 FIESEL.
 10:18:37 THANK YOU.
 10:18:37 WE ARE ADJOURNED.
 10:18:41 >>Carol Sacco: YOU'RE GOING ON TO THE WORKSHOPS.
 10:18:43 >>Vice-Mayor Ribble: YEAH, WE'RE GOING ON TO WORKSHOPS.
 10:18:45 THE FIRST WORKSHOP IS ACQUISITION FOR BERT.
 10:18:53 STEVE, WOULD YOU LIKE TO INTRODUCE THIS?

10:18:56 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:18:58 AS YOU KNOW, WE'VE BEEN OFFERED THE OPPORTUNITY TO PURCHASE
 10:19:06 THE SEMINOLE RAIL LINE FROM ALICO ROAD SOUTH TO COLLIER
 10:19:10 COUNTY.
 10:19:14 AND THAT OPTION AGREEMENT HAS BEEN SECURED BY THE TRUST FOR
 10:19:18 PUBLIC LAND, WHICH IS A NATIONAL PRIVATE NOT-FOR-PROFIT
 10:19:22 ORGANIZATION THAT ASSISTS PUBLIC SECTOR AND OTHERS FOR
 10:19:31 COMMUNITY PURPOSES.
 10:19:32 THE VILLAGE, IN FACT, WAS INVOLVED WITH THE TRUST FOR PUBLIC

 10:19:37 LAND WHEN WE BOUGHT THE ESTERO ON THE RIVER PROJECT.
 10:19:40 SO THEIR OFFICE IS KNOWN TO US.
 10:19:44 IN THIS CASE, THEY SECURED THE OPTION TO PURCHASE THIS LINE
 10:19:49 FOR \$82 MILLION, AND WE HAVE APPROXIMATELY TWO YEARS TO
 10:19:53 EXECUTE THAT PURCHASE AND SALE AGREEMENT.
 10:19:57 THE CHALLENGE IS HOW TO COME UP WITH \$82 MILLION.
 10:20:02 SO THE PROJECT LEAD IN THIS CASE IS WITH US TODAY, CHARLES
 10:20:09 HINES, WHO WILL DESCRIBE KIND OF THE PROPOSAL HERE TO AT
 10:20:14 LEAST ALLOW THE VILLAGE TO PUT SOME EFFORT FORWARD THAT
 10:20:22 INDICATES OUR LOCAL INTEREST IN THIS.
 10:20:27 THIS IS SIMPLY A WORKSHOP.
 10:20:28 WITH YOUR DIRECTION, WE WOULD PUT THIS FOR ACTION AT THE
 10:20:31 UPCOMING MEETING.
 10:20:32 CHARLES HINES IS AN ATTORNEY OUT OF SARASOTA.
 10:20:38 HE IS THE KIND OF LEAD FOR THE PINELLAS TO COLLIER COUNTY
 10:20:47 SEGMENT TRAIL PROGRAM.
 10:20:52 CHARLES WAS ON THE SARASOTA COUNTY COMMISSION FOR 12 YEARS,
 10:20:58 TWICE IN ROLES AS CHAIRPERSON.
 10:21:00 SO HE'S KNOWN -- HE KNOWS YOUR SIDE OF THE DAIS.
 10:21:05 I'D LIKE CHARLES TO COME FORWARD AND YOU'LL SEE HIM ON A
 10:21:10 PRETTY REGULAR BASIS I THINK OVER THE NEXT COUPLE OF YEARS
 10:21:13 AS WE TRY TO GET OUR ARMS AROUND THIS TO SEE IF THIS IS A
 10:21:16 WORKABLE PROJECT.
 10:21:17 WELCOME, CHARLES.
 10:21:20 >> GOOD MORNING.

 10:21:20 THANK YOU FOR THIS CHANCE TO SPEAK WITH YOU ALL.
 10:21:22 I REALLY APPRECIATE IT.
 10:21:24 THE LAST TIME I ADDRESSED THE COUNCIL AND I LIKED STEVE WORD
 10:21:28 BECAUSE THAT'S -- IS OPPORTUNITY.
 10:21:31 BEFORE IT WAS AN IDEA AND A VISION WHEN WE WERE LOOKING AT
 10:21:34 THE FEASIBILITY STUDY THAT THE MPO DID.
 10:21:38 WHEN THIS WAS SELECTED AS THE PREFERRED ROUTE FOR THE
 10:21:42 FLORIDA GULF COAST TRAIL, THAT'S GREAT AND WE APPRECIATE IT.
 10:21:46 BUT NOW IT'S A REAL OPPORTUNITY.
 10:21:49 SO I WANT TO PRESENT THAT TO YOU, DISCUSS WITH YOU WHAT'S
 10:21:54 GOING ON AND TO ME, I GUESS THE QUESTION THAT YOU'D ASK
 10:21:58 YOURSELVES IS WHY SHOULD THE VILLAGE WANT TO DO THIS?

10:22:04 WHAT'S THE BENEFIT TO YOUR CONSTITUENTS?
 10:22:06 AND TRAILS, SUCH AS THIS ONE IN A MAJOR URBANIZED AREA HAVE
 10:22:11 TREMENDOUS BENEFITS.
 10:22:13 YOU ALREADY HAD A LITTLE DISCUSSION ABOUT ONE BENEFIT OF
 10:22:16 BEING IN CONTROL OF THIS PROPERTY THIS MORNING, BUT OVERALL,
 10:22:22 NUMBER ONE THAT KEEPS COMING TO MY MIND, ESPECIALLY IN
 10:22:26 SOUTHWEST FLORIDA, IS SAFETY.
 10:22:28 IT SEEMS ONCE A WEEK, ALMOST MORE THAN THAT, WE HAVE A
 10:22:33 FATALITY OR A SERIOUS INJURY JUST BECAUSE THE WAY OUR ROADS
 10:22:40 AND DESIGN WAS DONE.
 10:22:41 WE REALLY NEED A SEPARATED TRAIL.
 10:22:44 AS THE VILLAGE CONTINUES TO GROW, YOU'RE GOING TO HAVE MORE
 10:22:46 AND MORE PEOPLE THAT WANT TO ACCESS, GET OUTSIDE, USE A

 10:22:51 TRAIL VERSUS GETTING IN A BIKE LANE, RIDING A BIKE NEXT TO
 10:22:55 SOMEBODY GOING 55, 60 MILES AN HOUR.
 10:22:57 THAT'S ONE OF THE MAJOR BENEFITS OF TRAILS IS IT SEPARATES
 10:23:01 WALKERS, BIKERS FROM TRAFFIC.
 10:23:05 TO ME, ANOTHER ONE, AND EVERY COMMUNITY IS DIFFERENT, BUT
 10:23:09 YOU HAVE QUALITY OF LIFE AND WHAT I'LL CALL A SENSE OF
 10:23:14 PLACE, IN THE FACT THAT YOU ARE NEWLY INCORPORATED AS OF
 10:23:18 2014.
 10:23:20 I WASN'T PART OF IT, BUT I CAN SURELY ASSUME THAT PART OF IT
 10:23:24 WAS WE WANT TO CONTROL THE WAY THAT WE GROW, OUR DESIGN,
 10:23:29 VERSUS REMAINING AN UNINCORPORATED LEE COUNTY.
 10:23:32 AS PART OF THAT, HOW DO WE CREATE A SENSE OF PLACE?
 10:23:36 AND TRAILS DO THAT.
 10:23:37 TALKED ABOUT TOURISM, TALKED ABOUT BEACHES, BUT TRAILS ALSO
 10:23:45 HAVE A MAJOR IMPACT ON TOURISM.
 10:23:47 PEOPLE COME TO PLACES NOW AND THEY JUST DON'T WANT TO SIT ON
 10:23:51 THE BEACH.
 10:23:51 THEY WANT TO DO SOMETHING.
 10:23:53 THEY WANT TO DO SOMETHING AND ALSO GO SOMEWHERE.
 10:23:55 TRAILS CREATE THAT CONNECTIVITY AND BRING THEM TO YOUR AREA
 10:24:02 NORTH AND SOUTH AND COME THROUGH.
 10:24:04 YOU ALSO HAVE TRANSPORTATION ALTERNATIVES.
 10:24:06 I TALKED ABOUT ECONOMIC REDEVELOPMENT.
 10:24:09 SAFETY ALSO WHEN IT COMES TO SCHOOLS.
 10:24:11 THE BERT TRAIL IS PRETTY UNIQUE IN THAT WE HAVE A GREAT

 10:24:14 NUMBER OF SCHOOLS.
 10:24:15 I THINK IT'S 11 OR 12 THAT ARE WITHIN LIKE A HALF MILE OF
 10:24:19 WHERE THIS TRAIL WOULD BE.
 10:24:20 SO THAT PROVIDES AN ALTERNATIVE FOR PEOPLE TO BE ABLE TO GET
 10:24:25 TO SCHOOL.
 10:24:25 THAT'S WHY I THINK WHEN YOU GUYS ASK YOURSELF, WHAT'S IN IT
 10:24:31 FOR OUR CONSTITUENTS?
 10:24:32 WHY SHOULD WE DO THIS?

10:24:33 THERE ARE MANY, MANY NUMBERS OF BENEFITS THAT COME FROM IT.
 10:24:38 BEFORE I JUMP INTO THE PowerPoint, LET ME JUST TALK A
 10:24:41 LITTLE BIT ABOUT TPL, WHY ARE WE HERE?
 10:24:45 WHY AM I HERE?
 10:24:46 TRUST FOR PUBLIC LANDS, A 50-YEAR-OLD NATIONAL NONPROFIT
 10:24:50 THAT HAVE 30 OFFICES ACROSS THE COUNTRY.
 10:24:52 AND OUR MAIN MOTTO IS TO PROVIDE -- IT SAYS IT RIGHT THERE
 10:24:56 -- CONNECTING EVERYONE TO THE OUTDOORS.
 10:24:58 WE JUST FEEL THAT THOSE BENEFITS THAT PROVIDE TO BE MENTAL,
 10:25:03 PHYSICAL ACCESS TO THE OUTDOORS IS REALLY WHAT WE WANT TO
 10:25:09 SEE ACCOMPLISHED.
 10:25:10 AND SO OUR DONORS HAVE SAID, CREATE THIS PROGRAM, FLORIDA
 10:25:15 GULF COAST TRAIL PROGRAM.
 10:25:17 IT'S THE TRAIL, AS STEVE SAID, FROM TAMPA, ST. PETE, ALL THE
 10:25:20 WAY DOWN TO NAPLES.
 10:25:21 AND YOU GUYS ARE PART OF IT.
 10:25:23 I GAVE YOU A COUPLE OF MAPS AND THIS CONNECT LEE, YOU SEE

 10:25:27 THAT IT'S BIGGER THAN JUST THE VILLAGE.
 10:25:30 YOU ARE PART OF A 420-MILE TRAIL SYSTEM THAT'S APPROVED AND
 10:25:37 ADOPTED BY THE STATE OF FLORIDA.
 10:25:38 MY AND TPL'S ROLE IN ALL OF THIS IS TO WORK WITH LOCAL
 10:25:44 GOVERNMENTS, STATE GOVERNMENT TO ACCELERATE THE COMPLETION
 10:25:48 OF THAT TRAIL BECAUSE WE REALLY BELIEVE THAT TRAILS PROVIDE
 10:25:51 THOSE ACCESS.
 10:25:52 IF YOU LOOK AT THE MAP ALONG HERE, IT'S NOT JUST AN ISOLATED
 10:25:57 TRAIL.
 10:25:57 IT GOES THROUGH PARKS, GOES BY SCHOOLS, GOES BY COMMERCIAL
 10:26:00 DEVELOPMENT.
 10:26:01 SO CONNECTING THAT UP IS REALLY WHY WE ARE HERE.
 10:26:07 WE TALK ABOUT MORE RESILIENT, YOU TALKED ABOUT A LITTLE BIT
 10:26:13 OF THAT THIS MORNING ABOUT THINGS THAT YOU CAN DO WHEN YOU
 10:26:17 CONTROL THE PROPERTY.
 10:26:18 AND THIS ONE IS ALMOST 15 MILES LONG.
 10:26:22 AND MOST PLACES ALONG THIS, IT'S 130 FEET WIDE.
 10:26:26 SO THAT'S SIGNIFICANT FOR A LOT OF REASONS.
 10:26:30 I TALKED ABOUT THIS, ABOUT WHY WE ARE HERE, HOW COME WE'RE
 10:26:36 DOING THIS.
 10:26:38 WHAT I'LL SAY IS FROM A PERSONAL STANDPOINT, THE MANAGER
 10:26:41 MENTIONED THAT I WAS ON THE SARASOTA COUNTY COMMISSION, AND
 10:26:44 THAT LITTLE BLACK LINE RIGHT IN THE MIDDLE OF THE TRAIL IS
 10:26:47 IN SARASOTA COUNTY, AND THAT IS THE LEGACY TRAIL.
 10:26:50 I WAS ON THE COMMISSION WHEN TPL APPROACHED US AND SAID KIND

 10:26:55 OF WHAT I'M SAYING TO YOU IS, CAN WE HELP YOU THROUGH THIS
 10:26:59 PROCESS?
 10:26:59 SO THAT BLACK LINE IS A COMPLETED TRAIL NOW.
 10:27:03 AND IT GOES FROM DOWNTOWN SARASOTA ALL THE WAY TO VENICE AND

10:27:06 INTO THE CITY OF NORTH PORT.
 10:27:09 SO THE ORANGE LINES ON THESE ARE THE ONES THAT ARE NOT DONE.
 10:27:14 THEY ARE VISIONS.
 10:27:16 AND WE REALLY WOULD LIKE TO START FILLING IN THOSE GAPS SO
 10:27:19 THAT YOU DON'T HAVE JUST ISOLATED LITTLE TRAILS.
 10:27:22 YOU HAVE TRUE CONNECTIVITY THAT BECOME A REGIONAL ASSET.
 10:27:30 THESE I THINK ARE THE KEY COMPONENTS OF THE CONTRACT THAT WE
 10:27:40 HAVE WITH SEMINOLE GULF.
 10:27:42 AND WE HAVE A LOT OF WORK TO DO IN THE NEXT TWO YEARS.
 10:27:46 WE STARTED THAT.
 10:27:48 ACTUALLY TODAY, TRUST FOR PUBLIC LANDS FLORIDA STAFF AND OUR
 10:27:54 D.C. STAFF ARE MEETING WITH OUR CONGRESSIONAL
 10:27:58 REPRESENTATIVES IN WASHINGTON, D.C.
 10:28:00 AND BERT IS ONE OF THE MAJOR DISCUSSIONS.
 10:28:04 LOOKING FOR FEDERAL GRANTS, USUALLY LOOKING AT WHAT IS
 10:28:07 CALLED A RAISE GRANT, A KIND OF TRANSPORTATION GRANT AND
 10:28:13 ALSO EARMARKS.
 10:28:14 NOW, WHAT IS SO IMPORTANT WITH YOU ALL, ALSO, WE MADE THE
 10:28:18 SAME PRESENTATION TO THE LEE COUNTY MPO, COLLIER COUNTY MPO,
 10:28:22 BONITA SPRINGS, IS THIS ISN'T A FEDERAL PROJECT.
 10:28:28 THIS IS A LOCAL PROJECT.

 10:28:29 THIS IS YOUR PROJECT.
 10:28:30 YOU CAN GET FEDERAL MONEY AND YOU CAN GET STATE MONEY.
 10:28:34 BUT WHAT THEY ARE ALWAYS LOOKING FOR IS, WELL, DOES THE
 10:28:38 LOCAL COMMUNITY WANT THIS?
 10:28:39 DOES THE LOCAL REPRESENTATIVES WANT THIS?
 10:28:41 WE'RE NOT -- THIS ISN'T, LIKE I SAID, THIS ISN'T A STATE
 10:28:46 PROJECT.
 10:28:47 IT'S REALLY DONE LOCALLY AND UP.
 10:28:54 WHAT WE'RE LOOKING FOR IS ACKNOWLEDGMENT THAT YOUR COMMUNITY
 10:29:01 WANTS THIS AND THAT YOU'RE BEHIND IT.
 10:29:03 AND RIGHT NOW WE'RE IN THE PROCESS OF SEEKING SUN TRAIL
 10:29:06 MONEY FROM THE STATE OF FLORIDA.
 10:29:08 WE WANT TO GET IN THEIR CURRENT FIVE-YEAR WORK PLAN.
 10:29:11 SO THERE IS SOME URGENCY THAT THROUGH THIS WORKSHOP OR
 10:29:15 POTENTIALLY YOUR NEXT MEETING IS JUST TO PUBLICLY STATE THAT
 10:29:20 YOU DO SUPPORT THIS.
 10:29:22 THEN WE CAN PUT THAT INFORMATION -- HOPEFULLY IT'S A
 10:29:24 RESOLUTION.
 10:29:25 I THINK STEVE MAY HAVE ONE -- THAT WE CAN SAY TO THE FOLKS
 10:29:31 AND F.D.O.T. THAT MANAGES THE SUN TRAIL PROGRAM, THAT THE
 10:29:35 LOCAL GOVERNMENTS ARE IN.
 10:29:36 SO THE TWO MPOs ARE GOING TO DO THIS NEXT MONTH.
 10:29:40 THEY HAD A MEETING LIKE THIS WHERE WE PRESENTED.
 10:29:42 THEY WILL PUT THEM ON THEIR PRIORITY TRAIL MAPS, AND WE WILL
 10:29:48 BE ABLE TO MOVE FORWARD THIS YEAR BECAUSE, YES, THIS IS A

10:29:51 LOT OF MONEY.
 10:29:53 AND IT'S GOING TO TAKE A LOT OF EFFORT THIS YEAR, THIS
 10:29:57 COMING YEAR STATE APPROPRIATIONS BUDGET, THE SAME THING WITH
 10:30:02 FEDERAL TYPE OF GRANTS AND POTENTIALLY EARMARKS.
 10:30:04 AND WE WERE JUST LUCKY ENOUGH, VERN BUCHANAN IN MANATEE
 10:30:09 COUNTY GOT A \$2 MILLION EARMARK FOR PLANNING AND DESIGN FOR
 10:30:14 PART OF OUR TRAIL IN MANATEE COUNTY.
 10:30:17 SO IT'S POSSIBLE.
 10:30:18 SO WE ARE OUT THERE WORKING NOT JUST WITH YOU, BUT ALSO THE
 10:30:22 STATE AND FEDERAL ELECTED OFFICIALS.
 10:30:25 THESE ARE SOME OF THE THINGS THAT I ALREADY TALKED ABOUT,
 10:30:32 BUT THEY GIVE THE JUSTIFICATION FOR THIS INFRASTRUCTURE
 10:30:39 INVESTMENT.
 10:30:39 THAT'S WHAT IT IS.
 10:30:40 TO ME IT IS AN INVESTMENT IN YOUR COMMUNITY THAT HAS GREAT
 10:30:47 RETURN ECONOMICALLY, MENTALLY, PHYSICALLY AND YOU CAN NEVER
 10:30:51 PUT A DOLLAR PRICE ON SOMEONE'S LIFE.
 10:30:56 THAT'S WHERE STARTED OFF IN THAT IT CREATES SAFER
 10:30:58 COMMUNITIES.
 10:30:59 UNFORTUNATELY, LIKE I SAID, OUR COMMUNITY IS ONE OF THE
 10:31:02 WORST IN THE COUNTRY.
 10:31:03 IN REGARDS TO SAFETY.
 10:31:07 SAME COMMENT, JUST REAL QUICK ON THOSE.
 10:31:12 IDENTIFYING SOME OF THE STRATEGY, I MENTIONED THEM A LITTLE
 10:31:19 BIT AS I'VE GONE THROUGHOUT.

 10:31:20 WHAT THIS IS GOING TO TAKE IS SOME MONEY FROM EVERYBODY.
 10:31:26 THE WAY WE DID IT IN SARASOTA COUNTY, WE WERE PRETTY LUCKY.
 10:31:29 WE PUT THE PROPERTY UNDER CONTRACT.
 10:31:32 TPL PUT THE PROPERTY UNDER CONTRACT.
 10:31:34 THIS IS WORKING EXACTLY THE SAME.
 10:31:35 IT IS ACTUALLY THE SAME SELLERS, TOO, WHICH IS INTERESTING.
 10:31:38 BUT SARASOTA COUNTY SAID INSTEAD OF GOING THROUGH THIS, WE
 10:31:43 JUST DID A LOCAL BALLOT MEASURE, COUNTYWIDE BALLOT MEASURE
 10:31:50 AND PUT IT ON OUR AD VALOREM PROPERTY TAXES.
 10:31:51 THE AVERAGE HOME IN SARASOTA COUNTY I THINK PAYS AN EXTRA \$6
 10:31:54 A YEAR.
 10:31:55 THAT TRAIL WAS PURCHASED AND IT'S BUILT AND IT'S OPEN NOW.
 10:31:58 THAT IS A POSSIBILITY HERE, BUT THERE ARE SOME OTHER ONES
 10:32:02 THAT ARE IDENTIFIED.
 10:32:04 LIKE I SAID, FOR US TO HELP YOU, WE NEED YOU TO SAY WE'RE
 10:32:09 IN.
 10:32:09 AND THAT CAN BE AS SIMPLE AS THAT RESOLUTION, AND THEN IF
 10:32:12 YOU BEGIN TO START SETTING ASIDE MONEY, THAT REALLY HELPS
 10:32:16 TOO, BECAUSE WHEN YOU'RE ASKING THE STATE TO PUT IN 25
 10:32:19 MILLION, 30 MILLION, YOU'RE GOING TO GET THAT QUESTION,
 10:32:23 WELL, WHAT'S THE LOCAL JURISDICTIONS DOING?
 10:32:28 MENTIONED THIS.

10:32:31 THIS IS THE REQUEST TO YOU ALL IS JUST TO GET IT ON THERE SO
 10:32:34 THAT WE CAN GO TO WORK.
 10:32:36 IT'S NOT -- IT'S NOT TPL'S PROJECT.

10:32:39 WE'RE HERE TO HELP YOU.
 10:32:40 IT'S YOUR PROJECT.
 10:32:41 FROM ALL THE SUPPORT THAT I'VE SEEN FROM LIKE THE FRIENDS OF
 10:32:45 BERT AND THE MEETINGS THAT I'VE GONE TO, YOUR COMMUNITY
 10:32:47 REALLY SEEMS TO WANT THIS.
 10:32:51 ALL I CAN SAY IS AS A RESIDENT OF SARASOTA COUNTY AND A
 10:32:55 TRAIL USER UP THERE, IT'S WORTH IT.
 10:32:59 THERE'S NO REGRETS.
 10:33:00 THERE'S NO ONE ASKING TO TAKE THE TRAIL OUT.
 10:33:06 WHAT THEY ARE DOING IS EXTEND IT, CONNECT IT TO MORE
 10:33:08 NEIGHBORHOODS.
 10:33:08 THAT'S WHERE I THINK IT GOES TO.
 10:33:11 IT'S NOT ACTUALLY IN HERE AND I APOLOGIZE.
 10:33:13 HERE IS THE WHOLE VISION, IS TO CONNECT IT TO YOUR ENTIRE
 10:33:17 COMMUNITY.
 10:33:17 AND THIS WILL GET YOU CONNECTED TO CHARLOTTE COUNTY.
 10:33:20 THIS WILL GET YOU CONNECTED TO COLLIER COUNTY.
 10:33:24 NOW YOU REALLY, REALLY HAVE SOMETHING SPECIAL.
 10:33:27 THANK YOU FOR LISTENING TO ME.
 10:33:29 WE LOOK FORWARD TO WORKING WITH YOU ALL OVER THE NEXT COUPLE
 10:33:31 OF YEARS.
 10:33:33 LIKE I SAID, WHEN I STARTED TAKING THIS FROM A VISION AND AN
 10:33:37 IDEA TO A RIBBON CUTTING.
 10:33:40 THANK YOU.
 10:33:42 >>Vice-Mayor Ribble: THANK YOU, MR. HINES.

10:33:43 ANY COMMENTS FROM COUNCIL?
 10:33:47 >>Jim Ward: EARLIER IN YOUR CONVERSATION YOU REFERENCED THE
 10:33:50 TERM RAIL BANK FOR FUTURE USE.
 10:33:52 CAN YOU EXPLAIN THAT A LITTLE BIT?
 10:33:53 >> SURE.
 10:33:54 RAIL BANKING IS A FEDERAL PROGRAM THAT WAS CREATED PROBABLY
 10:33:58 20 YEARS AGO, MAYBE LONGER.
 10:34:00 BECAUSE WHAT WAS HAPPENING IS WHEN YOU HAVE SITUATIONS LIKE
 10:34:03 THIS, THE RAIL CORRIDOR WASN'T BEING USED, AND SO THE
 10:34:06 PROPERTY GOT SOLD.
 10:34:08 THE FEDERAL GOVERNMENT SAID, WELL, WAIT A MINUTE.
 10:34:11 THERE CAN BE TIMES IN THE FUTURE THAT WE MAY NEED TO
 10:34:18 REINSTATE RAIL, EITHER FOR PRODUCTS OR MOVING PEOPLE, SO
 10:34:25 THEY CREATED A FEDERAL PROGRAM THAT ALLOWS THIS PROPERTY TO
 10:34:28 BE RAIL BANKED.
 10:34:30 WHAT THAT DOES IS IT KEEPS THE CORRIDOR INTACT SO THAT IF IN
 10:34:35 THE FUTURE WE NEEDED TO RECONSTITUTE RAIL SERVICE, THE
 10:34:41 CORRIDOR WOULD BE INTACT.

10:34:44 IT'S NOT LIKE YOU COULD TAKE YOUR PIECE OUT, AH, WE DON'T
 10:34:47 NEED IT ANYMORE, CUT IT OUT AND SELL THE MIDDLE.
 10:34:50 IT KEEPS IT THERE.
 10:34:51 AND THE BENEFIT OF THAT IS, ONE, KEEPING IT INTACT.
 10:34:56 BUT, TWO, THE PROTECTION FOR YOU ALL IN THAT WE BUILT THIS
 10:34:58 IN WITH OUR AGREEMENT WITH SEMINOLE GULF, IS THAT IF THAT
 10:35:03 WERE TO HAPPEN, THEY NEED TO PAY YOU BACK FOR WHAT YOU PAID

10:35:08 PLUS CPI, PLUS THE INVESTMENTS THAT YOU PUT IN TO THE
 10:35:14 IMPROVEMENTS ALONG THE CORRIDOR.
 10:35:19 IT'S UNLIKELY THAT WOULD HAPPEN.
 10:35:21 A LOT OF THE CONVERSATION AT THE LEE COUNTY MPO ABOUT THIS
 10:35:25 WAS, WELL, WHAT ABOUT THAT?
 10:35:26 AND FROM F.D.O.T.'S DISTRICT ONE MANAGER, THE ANSWER IS IF
 10:35:31 WE'RE GOING TO HAVE THAT, PASSENGER RAIL, LIKE SUN -- IS IT
 10:35:37 SUN RAIL?
 10:35:38 YOU KNOW, WE'RE STARTING TO SEE MORE PASSENGER SERVICE FROM
 10:35:44 MIAMI, FT. LAUDERDALE, UP TO ORLANDO.
 10:35:46 YOU CAN SEE THE DAY IT COULD LOOP TO TAMPA AND COME ON DOWN
 10:35:48 HERE.
 10:35:49 SUN BUILT.
 10:35:53 I'M GOING BLANK.
 10:35:54 HE SAID WE'LL PUT THOSE IN THE INTERSTATE, WHERE THE
 10:35:57 RIGHT-OF-WAYS ARE PROTECTED WITHIN THE INTERSTATE.
 10:35:59 SO IT WILL BE UNLIKELY THAT IT WOULD HAPPEN HERE.
 10:36:02 BUT IF IT DOES, IT'S A POSITIVE PROGRAM.
 10:36:05 IT KEEPS THE CORRIDOR INTACT AND ALSO THEN THE RESIDENTS GET
 10:36:09 THEIR MONEY BACK.
 10:36:10 BUT IN REALITY, BECAUSE THIS ONE IS SO WIDE AT 130 FEET
 10:36:14 WIDE, IT COULD ACCOMMODATE BOTH.
 10:36:16 AND THERE ARE TRAILS NEXT TO RAILS ALL ACROSS THE COUNTRY.
 10:36:22 IS IT A POSSIBILITY?
 10:36:23 YES.

10:36:23 BUT PROBABLY UNLIKELY.
 10:36:25 BUT THAT'S HOW THAT SYSTEM WORKS.
 10:36:27 >>Jim Ward: JUST TO FOLLOW UP ON THAT, IT WOULD BE WITHIN
 10:36:30 THE 130-FOOT RIGHT-OF-WAY AND THE ANTICIPATION IS YOU WOULD
 10:36:34 RIP UP THE EXISTING RAILROAD TRACKS TO DO WHAT WE'RE
 10:36:39 PROPOSING HERE.
 10:36:40 >> CORRECT, YEAH.
 10:36:42 >>Jim Ward: JUST A SECOND QUESTION.
 10:36:44 THE 82 MILLION IS WHAT IT WOULD COST TO PURCHASE THE LAND.
 10:36:47 THAT'S ESSENTIALLY WHAT WE'RE TALKING ABOUT TODAY.
 10:36:50 BUT THERE IS A SECONDARY COST, AND THAT IS TO BUILD WHAT WE
 10:36:53 WANT TO BUILD.
 10:36:54 >> CORRECT.
 10:36:54 >>Jim Ward: HOW MUCH THOUGHT HAS ACTUALLY GONE INTO THAT?

10:36:57 >> WELL, AS PART OF THE FEASIBILITY STUDY, WHEN THEY LOOKED
 10:37:00 AT THIS AND COMPARED, LIKE, THREE ALTERNATIVES, THE MPO'S
 10:37:04 FEASIBILITY STUDY, IT LOOKED AT THE COST OF ACQUISITION AND
 10:37:10 THE COST OF CONSTRUCTION.
 10:37:12 AND THIS ONE ACTUALLY WAS THE LOWER COST COMPARED TO GOING
 10:37:17 ALONG ROADS.
 10:37:18 SO THE ANSWER IS IN THAT STUDY, I THINK IT WAS 50 MILLION.
 10:37:22 WHAT I'M SEEING IN RAIL STUFF, AND I HAVEN'T DELVED DEEP
 10:37:28 INTO WHERE THEY CAME UP WITH THE NUMBER, BUT IT'S ABOUT 2
 10:37:32 MILLION A MILE, BUT EVERY PLACE IS UNIQUE BECAUSE HERE -- I
 10:37:37 THINK THERE'S THREE WATER CROSSINGS.

10:37:40 SO BRIDGES ARE A LITTLE BIT MORE.
 10:37:42 IN SARASOTA COUNTY, RIGHT NOW, D.O.T. IS BUILDING TWO
 10:37:47 OVERPASSES GOING OVER TO STATE HIGHWAYS.
 10:37:51 BUT SARASOTA COUNTY DIDN'T PAY FOR THAT.
 10:37:53 THAT'S BEING PAID FOR BY THE STATE.
 10:37:56 I'M THINKING THAT SOME OF THOSE NUMBERS WERE FACTORED IN
 10:38:00 BASED UPON THIS CORRIDOR AS PART OF THE COMPLETE
 10:38:05 CONSTRUCTION OF IT.
 10:38:06 BUT THAT NEEDS TO BE DELVED INTO A LITTLE BIT MORE.
 10:38:12 >>Jim Ward: THANK YOU FOR EVERYTHING YOU HAVE DONE ON THIS.
 10:38:13 IT'S APPRECIATED.
 10:38:14 THE ONE FINAL QUESTION.
 10:38:16 HOW IS THE \$5 MILLION CREATED?
 10:38:18 WHAT WAS THE FORMULA USED TO CREATE THAT NUMBER?
 10:38:24 >> THE 5 MILLION?
 10:38:25 WHICH ONE?
 10:38:25 I DON'T KNOW.
 10:38:28 YOU GUYS WERE WISE ENOUGH TO SET THAT ASIDE AND SEE THAT,
 10:38:32 YOU KNOW, YOU GUYS -- SOMEBODY HAD TO TAKE A STEP FORWARD
 10:38:36 AND SAY WE'RE IN AND APPRECIATE YOU DOING THAT.
 10:38:41 >>Jim Ward: THAT DIDN'T COME FROM TPL.
 10:38:46 >> NO, SIR.
 10:38:47 >>Jim Ward: THANK YOU AGAIN.
 10:38:48 >>Vice-Mayor Ribble: THANK YOU, MR. HINES.
 10:38:50 MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENT?

10:38:52 >>Carol Sacco: YES, MAYOR, WE DO.
 10:38:53 OUR FIRST IS MR. STEVE NOVOSAD.
 10:39:01 >> GOOD MORNING.
 10:39:02 MY NAME IS STEVE NOVOSAD, 19664 LOST CREEK DRIVE IN THE
 10:39:08 VINES.
 10:39:09 THANKS FOR THE OPPORTUNITY TO BE HEARD.
 10:39:11 THE SUMMARY MR. SARKOZY PROVIDED IS PRETTY VAGUE, ACTUALLY.
 10:39:16 THE PURCHASE MONEY COME FROM THE C.I.P. ACCOUNT WHICH HAS NO
 10:39:20 AVAILABLE MONEY OR MONEY IS TO COME FROM THE DISASTER
 10:39:23 RECOVERY PROGRAM, WHICH IS A BRAND-NEW TRAIL DOESN'T REALLY

10:39:26 FIT INTO THE PARAMETERS OR THE INTENT OF THIS PROGRAM AS I
 10:39:29 READ IT.
 10:39:30 THE ONLY OBVIOUS POTENTIAL SOURCE WOULD BE MORE TAXES OR
 10:39:33 DIVERTING FUNDS FROM THE MUCH-NEEDED HURRICANE RECOVERY
 10:39:37 PROJECTS, AND THIS IS JUST FOR THE PURCHASE.
 10:39:40 NEXT, THE PROPOSED RESOLUTION FROM MR. HINES AND MR.
 10:39:43 HATTAWAY OF THE TPL IS DISINGENUOUS MARKETING.
 10:39:48 THEY CONTINUE THEIR ONGOING MESSAGE, MISSTATING THE ACTION
 10:39:50 OF THE MPO ON MARCH 17, 2023.
 10:39:53 THE MPO NEVER APPROVED THE VOLKERT STUDY.
 10:40:00 THEY DID NOT APPROVE IT.
 10:40:01 THE STUDY CONTAINS THREE POTENTIAL ROUTES, NOT ONE.
 10:40:04 THE MPO ONLY ACCEPTED THE ENTIRE STUDY.
 10:40:08 THE MPO NEVER APPROVED IT.
 10:40:11 THE RESOLUTION CONTINUES TO IGNORE THE VINES AS IF IT NEVER

 10:40:14 WAS THERE.
 10:40:15 NO MENTION HERE TODAY OF IT.
 10:40:16 NO MENTION OF THE ISSUES INVOLVED THERE.
 10:40:19 IT'S STILL NOT IN ANY OF THEIR MAPS.
 10:40:21 THE TPL, VOLKERT AND FRIENDS OF BERT WOULD LOVE TO HAVE YOU
 10:40:26 RAM THIS THROUGH OVER THE SUMMER WHEN MANY OF OUR
 10:40:29 CONSTITUENTS ARE AWAY.
 10:40:30 HOW ABOUT THIS?
 10:40:31 WE REQUEST ADDITIONS TO THE RESOLUTION.
 10:40:34 HOW ABOUT, WHEREAS, THE VILLAGE ACKNOWLEDGES THE
 10:40:36 REPRESENTATIONS MADE IN THIS CHAMBER ON THE RECORD TO ITS
 10:40:39 CONSTITUENTS IN THE VINES TO ENSURE THAT ANY BERT PLAN WILL
 10:40:42 FULLY PROTECT THE SAFETY, SECURITY, AND PRIVACY OF THEIR
 10:40:45 PRIVATE GATED COMMUNITY AND GOLF COURSE AND IS IRREVOCABLY
 10:40:49 COMMITTED TO FULFILLING AND COMPLYING WITH SUCH
 10:40:51 REPRESENTATIONS.
 10:40:52 HOW ABOUT THIS ONE?
 10:40:53 THE VILLAGE ACKNOWLEDGES THAT ALLOWING BERT TO TRAVERSE THE
 10:40:56 VINES WOULD CAUSE IRREPARABLE HARM AND DAMAGE TO THE VINES,
 10:41:02 ESTERO COUNTRY CLUB AND EACH OF ITS RESIDENTS AND MEMBERS.
 10:41:05 YOUR CONSTITUENTS AT THE VINES REMAIN OPPOSED TO BERT
 10:41:07 TRAVERSING AND DESTROYING OUR COMMUNITIES.
 10:41:11 ALREADY, ONE BUYER WHO WAS GOING TO BUY A HOUSE ON VINTAGE
 10:41:16 TRACE HEARD ABOUT BERT AND PULLED OUT OF THE DEAL.
 10:41:19 SO WE'RE NOT GOING TO HAVE A PRIVATE GATED COMMUNITY.

 10:41:21 WHO IS GOING TO BUY IN THERE?
 10:41:23 OUR PRICES ARE GOING TO DROP.
 10:41:24 GO FIND ANOTHER PRIVATE GATED COMMUNITY.
 10:41:27 WE'RE SCREWED.
 10:41:27 MAYOR, AT THE MARCH 6, 2024, VILLAGE COUNCIL MEETING, YOU
 10:41:31 NOTED THAT YOU ATTENDED A RECENT MEETING OF THE MEMBERS OF

10:41:34 THE COMMUNITY CONCERNING BERT.
 10:41:36 YOU STATED YOU WERE WELL AWARE OF OUR ISSUES AND THAT YOU
 10:41:38 WERE MEETING WITH CHARLES HINES AND WOULD GET ANSWERS.
 10:41:40 WHERE ARE THE ANSWERS?
 10:41:41 WE ALSO NOTE THAT THE VILLAGE COUNCIL PREVIOUSLY INVITED
 10:41:46 FRIENDS OF BERT TO PUT ON A SHOW AND NOW HAS TPL HERE TO
 10:41:49 GIVE A SIMILAR SONG AND DANCE.
 10:41:51 AS THE GUARDIANS OF THE CONSTITUENTS OF ESTERO, PLEASE ALLOW
 10:41:54 THE FULL OTHER SIDE OF THE STORY TO BE HEARD AS WELL IN
 10:41:57 SOMETHING MORE THAN A THREE-MINUTE SOUND BITE.
 10:41:59 THANK YOU VERY MUCH.
 10:42:02 >>Vice-Mayor Ribble: THANK YOU.
 10:42:04 >>Carol Sacco: WE HAVE MR. SCOTT STRYKER FROM BELLA TERRA.
 10:42:11 >> GOOD MORNING.
 10:42:13 THANK YOU FOR YOUR TIME TODAY.
 10:42:15 I ADDRESS YOU --
 10:42:19 >>Vice-Mayor Ribble: PLEASE STATE YOUR NAME AND ADDRESS,
 10:42:21 PLEASE.
 10:42:21 >> MY NAME IS SCOTT STRYKER.

 10:42:23 MY ADDRESS IS 20026 LARINO LOOP, ESTERO, FLORIDA, 33298.
 10:42:30 I AM THE VILLAGE'S REPRESENTATIVE ON THE BICYCLE AND
 10:42:33 PEDESTRIAN COORDINATING COMMITTEE OF LEE COUNTY MPO AS WELL
 10:42:37 AS THE GOVERNOR APPOINTEE TO THE FLORIDA GREENWAYS AND
 10:42:40 TRAILS COUNCIL.
 10:42:41 I JUST WANTED TO REITERATE THE FACT THAT IN ORDER TO GET OR
 10:42:46 ENCOURAGEMENT TO GET STATE FUNDING IS LOCAL BUY-IN.
 10:42:50 THAT'S REALLY CRITICAL AMONGST THE PROJECTS THAT ARE GOING
 10:42:52 ON AROUND THE STATE.
 10:42:54 SO THERE IS STATE DOLLARS AVAILABLE WHEN WE HAVE LOCAL
 10:42:57 BUY-IN.
 10:42:58 BUT ALL THE AREAS THAT DON'T HAVE LOCAL BUY-IN ARE GETTING
 10:43:02 BYPASSED FOR ALL THE STATE FUNDS FOR THOSE PROJECTS.
 10:43:05 I JUST WANTED TO REITERATE THAT IT'S CRITICAL THAT WE HAVE
 10:43:09 YOUR GUYS' SUPPORT AND THE COMMUNITY'S SUPPORT FOR PROJECTS
 10:43:12 LIKE THIS IF YOU WANT TO BE ELIGIBLE AND APPLY FOR STATE
 10:43:15 DOLLARS.
 10:43:16 THANK YOU.
 10:43:18 >>Vice-Mayor Ribble: THANK YOU.
 10:43:18 >>Carol Sacco: THERE ARE NO MORE, MAYOR.
 10:43:21 >>Vice-Mayor Ribble: ALL RIGHT.
 10:43:21 THAT WILL CLOSE THIS SESSION.
 10:43:23 AND WE'LL MOVE ON TO THE NEXT WORKSHOP ITEM.
 10:43:26 WHICH IS THE 12B, FPL SolarVantage.
 10:43:32 STEVE, WOULD YOU INTRODUCE THIS?

 10:43:33 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:43:35 AS WE MOVE FORWARD WITH SOME OF OUR DEVELOPMENTS ON PUBLIC

10:43:41 LAND, THE IDEA OF INSTALLING SOLAR PANELS OVER OUR
 10:43:48 PICKLEBALL COURTS OR PARKING LOTS OR ON BUILDINGS HAS COME
 10:43:54 UP AS A POSSIBILITY.
 10:43:56 TO GET OUR ARMS AROUND THIS, WE INVITED HERE FLORIDA POWER
 10:44:02 AND LIGHT TO COME IN TO PRESENT THE HIGHLIGHTS OF THEIR
 10:44:08 SolarVantage PROGRAM.
 10:44:11 THERE ARE OTHER FIRMS THAT CAN COME IN AND DO SOME SIMILAR
 10:44:16 WORK, BUT UTILIZING FPL HAS SOME BENEFITS AND CERTAINLY THEY
 10:44:22 ARE WELL KNOWN AS A SUPPLIER OF SOLAR PANELS IN THIS AREA.
 10:44:26 WITH THAT, I WOULD JUST LIKE TO TURN IT OVER TO FPL.
 10:44:31 AND THEY CAN INTRODUCE THEIR PROGRAM.
 10:44:34 WELCOME.
 10:44:35 >> THANK YOU FOR GIVING US THE OPPORTUNITY TO MEET TODAY.
 10:44:39 MY NAME IS MARSHALL NELSON, FLORIDA POWER AND LIGHT PROJECT
 10:44:44 MANAGER FOR SolarVantage.
 10:44:45 ADDRESS, 700 UNIVERSE BOULEVARD, JUNO BEACH, 33408.
 10:44:49 SO, LIKE I SAID, I'M REALLY EXCITED TO BE HERE TODAY TO TALK
 10:44:53 TO YOU GUYS ABOUT OUR PROGRAM.
 10:44:55 I'LL QUICKLY COVER SOME DETAILS, AND GO OVER INSTALLATION
 10:44:58 EXAMPLES WE'VE DONE IN THE PAST AND THEN COVER SOME MORE
 10:45:01 WHAT GOES INTO A SUCCESSFUL SOLAR PROJECT FOR AN
 10:45:05 ORGANIZATION, COMMUNITY LIKE YOURSELF.
 10:45:07 SO THE BACKGROUND OF THE SolarVantage PROGRAM, THIS IS AN

 10:45:14 OPTIONAL PROGRAM.
 10:45:15 IT IS A PILOT PROGRAM.
 10:45:16 THIS WAS PART OF OUR LAST RATE CASE.
 10:45:19 THIS WAS A RESULT OF CUSTOMERS COMING TO FLORIDA POWER AND
 10:45:23 LIGHT AND SAYING THEY HAVE A LOT OF INTEREST IN ON-SITE
 10:45:26 SOLAR, CAN WE PARTNER WITH FLORIDA POWER AND LIGHT?
 10:45:29 FLORIDA POWER AND LIGHT AND ITS SISTER COMPANY INSTALLS MORE
 10:45:35 SOLAR ACROSS BOTH FLORIDA AND THE UNITED STATES THAN ANY
 10:45:38 OTHER COMPANY.
 10:45:39 YOU HAVE A LOT OF EXPERTISE.
 10:45:41 CUSTOMERS SAID, CAN WE LEVERAGE YOUR EXPERTISE TO PERHAPS
 10:45:44 FIND A WAY THAT SOLAR WORKS ON OUR SITE.
 10:45:47 SO THE PROGRAM WAS BORN OUT OF THE RATE CASE.
 10:45:50 REALLY THE OFFERING IS DESIGNED TO BE VERY, VERY BROAD IN
 10:45:54 APPLICATION.
 10:45:54 WE'LL GO THROUGH WHY IN A SECOND.
 10:45:57 BUT IT ENABLES CUSTOMIZED SOLAR ASSETS TO BE DEPLOYED AT
 10:46:02 CUSTOMER LOCATIONS, LEVERAGING FPL'S EXPERTISE AND TALENT TO
 10:46:07 DESIGN, PROCURE, PERMIT, CONSTRUCT, AND THEN ULTIMATELY
 10:46:11 SUPPORT THE SOLAR ASSET.
 10:46:13 DESIGNED WITH FLEXIBILITY IN MIND, THE PROGRAM REQUIRES NO
 10:46:17 UP-FRONT CAPITAL AND ENABLES ORGANIZATIONS SUCH AS YOURSELF
 10:46:20 THE ABILITY TO CLAIM VALUABLE FEDERAL INCENTIVES RELATED TO
 10:46:24 INSTALLING ON-SITE SOLAR.

10:46:26 ADDITIONALLY, FROM A CONVENIENCE STANDPOINT, THE PROGRAM

10:46:32 ENABLES THE ACTUAL PAYMENT OR THE INVESTMENT FOR THE SOLAR

10:46:35 ASSET TO BE PUT RIGHT ON THE FPL BILL.

10:46:38 ESSENTIALLY HOW IT WORKS IS THAT THE SAME FPL BILL FOR THE

10:46:41 BUILDING OR SITE THAT WE WOULD BE PUTTING SOLAR AT WOULD

10:46:44 HAVE A SEPARATE LINE ITEM TO RECOVER THE COST FOR THE

10:46:47 INVESTMENT OF THE ON-SITE SOLAR.

10:46:49 THERE ARE A LOT OF DIFFERENT BENEFITS FOR ON-SITE SOLAR THAT

10:46:54 WE'LL GO THROUGH IN A SECOND, BUT JUST KNOW THAT THE PROGRAM

10:46:57 ITSELF IS DESIGNED FOR THE CUSTOMER TO REALLY REAP THE

10:47:00 MAJORITY OF THOSE BENEFITS AND LEVERAGE THE EXPERTISE OF

10:47:04 FLORIDA POWER AND LIGHT FOR BOTH DESIGN, PROCUREMENT,

10:47:08 CONSTRUCTION SERVICES, AND THEN THE ONGOING MAINTENANCE.

10:47:10 SO THE BACKGROUND OF THE PROGRAM, LIKE I SAID, THIS REALLY

10:47:16 ENABLES CUSTOMERS REALLY ABLE TO INVEST IN ON-SITE SOLAR

10:47:21 WITH AS MINIMAL HEADACHE AS POSSIBLE.

10:47:25 WE'RE TRYING TO DESIGN A STRESS-FREE WAY TO DEPLOY SOLAR.

10:47:30 BACKGROUND ON THIS, AGAIN, LIKE I SAID, IT'S A VERY BROAD

10:47:32 PROGRAM.

10:47:33 IT'S OPEN TO ANYONE ON A NONRESIDENTIAL RATE CODE, SO THINK

10:47:37 ALL THE WAY FROM TINY, LIKE THE SCIENCE CENTER, UP TO LARGER

10:47:43 COMMERCIAL INDUSTRIAL CUSTOMERS.

10:47:44 ANY CUSTOMER ON A NONRESIDENTIAL RATE CODE CAN PARTICIPATE

10:47:48 IN OUR PROGRAM.

10:47:49 THE BIG BENEFIT OF ON-SITE SOLAR, ONE OF THE MAIN ONES

10:47:52 PEOPLE THINK OF RIGHT AWAY IS OFFSETTING YOUR ENERGY

10:47:55 EXPENSE.

10:47:56 OFFSETTING THE KILOWATT HOURS YOU PURCHASE FROM THE FPL

10:48:01 RETAIL GRID WITH KILOWATT HOURS GENERATED ON-SITE.

10:48:04 ONE FOR ONE AT THE RETAIL RIGHT.

10:48:07 ESSENTIALLY ANYTHING THAT'S GENERATED ON-SITE, THAT

10:48:11 ELECTRICITY IS CONSUMED AND DIRECTLY BENEFITS THE BUILDING

10:48:15 THEREFORE REDUCING WHAT HAS TO BE BOUGHT FROM THE RETAIL

10:48:18 GRID.

10:48:19 WITH THE FLEXIBILITY IN MIND, THERE IS NO UPFRONT CAPITAL

10:48:26 REQUIREMENT.

10:48:27 AN ORGANIZATION CAN PARTICIPATE IN OUR PROGRAM WITHOUT EVER

10:48:30 PUTTING ANY MONEY DOWN BEFORE THE ASSET IS FULLY OPERATIONAL

10:48:34 AND GENERATING CLEAN, RENEWABLE ENERGY.

10:48:36 ANOTHER BIG, IT IS A TEN-YEAR TERM.

10:48:40 THE NUMBER I TALKED ABOUT ON THE FPL BILL IS ON THE FPL BILL

10:48:44 FOR TEN YEARS.

10:48:46 HOWEVER, THAT AMOUNT WHICH COVERS A WIDE BREATH OF THINGS

10:48:49 WE'LL COVER IN A SECOND THAT AMOUNT ITSELF IS FIXED.

10:48:52 SO THERE IS NO ESCALATION INTO THE RATE, AND IT INCLUDES ALL

10:48:55 OF THE WORK FROM DESIGN -- INITIAL DESIGN ALL THE WAY

10:48:59 THROUGH THE TEN YEARS OF TOTAL CARE MAINTENANCE.
 10:49:02 THIS GIVES A BIG BENEFIT OF HAVING BUDGET CERTAINTY.
 10:49:07 THE MAINTENANCE OF THE SOLAR ASSET IS INCLUDED IN THE
 10:49:10 MONTHLY PRICE.
 10:49:10 THERE IS NO ADDITIONAL EXPENSE FOR MAINTENANCE.

10:49:14 THERE IS NO INVOICING FOR COMING OUT TO DO PREVENTIVE OR
 10:49:19 REACTIVE MAINTENANCE.
 10:49:20 IT'S ALREADY INCLUDED IN THAT AMOUNT.
 10:49:22 SPEAKING MORE TO THAT, WE AT FPL HAVE A LONG HISTORY OF
 10:49:28 MAKING SURE OUR SOLAR ASSETS OPERATE BOTH AS INTENDED BUT,
 10:49:32 MORE IMPORTANTLY, SAFELY.
 10:49:33 SO WE HAVE A ROBUST MAINTENANCE PROGRAM, LIKE I SAID, BOTH
 10:49:37 PREVENTIVE, COMING OUT TO TEST, MAKE SURE PANELS ARE
 10:49:41 OPERATING EFFICIENTLY, MAKE SURE INVERTERS ARE OPERATING AS
 10:49:44 INTENDED, TESTING THE ACTUAL STRUCTURE FOR TORQUE TESTING
 10:49:48 AND MAKING SURE THE UNDERLYING STRUCTURE HOLDING THE PANELS
 10:49:51 IS STILL SOUND.
 10:49:52 THAT MAINTENANCE IS ALL INCLUDED AND WE HAVE DEDICATED
 10:49:55 RESOURCES THAT ONLY WORK ON ENSURING OUR SOLAR ASSETS RUN
 10:49:59 OPTIMALLY AND SAFELY.
 10:50:00 A BIG FOR THE AUDIENCE IS VALUABLE TAX INCENTIVES HERE.
 10:50:06 REALLY, THIS IS THE FEDERAL INVESTMENT TAX CREDIT.
 10:50:09 THAT FEDERAL INVESTMENT TAX CREDIT IS 30% OF THE CAPITAL.
 10:50:13 IT'S A LITTLE BIT OF A MISNOMER THAT IT IS A TAX CREDIT.
 10:50:17 THE IRA BILL PASSED A WHILE BACK ACTUALLY MAKES THAT TAX
 10:50:21 INCENTIVE FOR NONTAX PAYING ENTITIES A DIRECT PAY.
 10:50:26 SO ESSENTIALLY 30% OF THE CAPITAL TO DEPLOY SOLAR AT YOUR
 10:50:31 GUY'S SITE.
 10:50:32 30% OF THAT WOULD BE RECEIVED AS A DIRECT PAY INVESTMENT TAX
 10:50:35 CREDIT, GIVEN THE TAX STATUS OF THE CITY IS A NONTAXABLE

10:50:39 ENTITY.
 10:50:39 THAT IS ONE BIG CHANGE FROM THE IRA BILL THAT IMPACTED
 10:50:43 NONTAX PAYING ENTITIES AND ON-SITE SOLAR.
 10:50:47 LASTLY, THERE IS THE ASSET ITSELF.
 10:50:50 ANY OF THE RENEWABLE ENERGY CERTIFICATES, WHICH IS
 10:50:53 ESSENTIALLY A LEGAL ATTESTATION THAT THE GENERATION WAS
 10:50:56 RENEWABLE FROM THE SITE IS OWNED BY THE CUSTOMER, IN THIS
 10:50:59 CASE, OWNED BY THE CITY.
 10:51:01 MORE FUN TALKING ABOUT THE DETAILS, TALK ABOUT EXAMPLES
 10:51:07 WE'VE DONE IN THE PAST.
 10:51:08 THE NICE THING ABOUT OUR PROGRAM, LIKE I SAID, IT IS WIDE.
 10:51:11 IT IS OPEN TO A LOT OF CUSTOMERS, AND WE HAVE A VERY WIDE
 10:51:15 DIVERSITY OF ASSETS THAT WE CAN DEPLOY UNDERNEATH THIS
 10:51:19 PROGRAM.
 10:51:19 WHEN PEOPLE THINK OF SOLAR, OFTENTIMES YOU THINK OF THE
 10:51:21 ROOFTOPS SHOWN ON THE LEFT.

10:51:24 THIS IS BOTH AN EXAMPLE OF A TRADITIONAL PITCHED ROOF AND A
 10:51:27 BALLASTED SOLAR SYSTEM.
 10:51:29 BALLASTED SOLAR IS BECOMING MORE POPULAR DOWN IN FLORIDA,
 10:51:33 ESPECIALLY GIVEN THAT WE CAN BALLAST MOST SYSTEMS WITHOUT
 10:51:36 NECESSARILY HAVING TO PENETRATE THE ROOF MEMBRANE.
 10:51:39 BALLASTED SYSTEM EXAMPLE UP THERE.
 10:51:41 THAT SYSTEM IS DOWN AT OUR OFFICE IN PALM BEACH GARDENS.
 10:51:46 IT IS 100% ANCHORED BY CONCRETE BLOCK, THEREFORE NOT HAVING
 10:51:49 TO INTRUSIVELY PUNCTURE THE ROOF.

10:51:53 OTHER MORE CREATIVE EXAMPLES OF ON-SITE SOLAR, THINGS LIKE
 10:51:57 CARPORTS, PARKING LOTS IS A DEVELOPMENT OPPORTUNITY, A WAY
 10:52:00 TO HARNESS THE POWER OF RENEWABLE ENERGY, PROVIDE SHADE FOR
 10:52:04 BOTH THE COMMUNITY MEMBERS, GUESTS, ANYONE THAT'S COMING TO
 10:52:08 PARKS OR OTHER AREAS.
 10:52:09 SHADED PARKING IS A GREAT WAY TO GENERATE RENEWABLES ON A
 10:52:13 SITE THAT IS REALLY SINGLE USE.
 10:52:15 AND THEN OTHER MORE CREATIVE EXAMPLES, KIND OF
 10:52:18 COMMUNITY-FACING EXAMPLES, CANOPIES, CANTILEVERS, REALLY ANY
 10:52:22 KIND OF RAISED SOLAR STRUCTURE THAT WE CAN DEPLOY PANELS ON,
 10:52:27 PROVIDE THE SHADE UNDERNEATH, WHICH IS VERY IMPORTANT,
 10:52:31 OBVIOUSLY, IN FLORIDA AND OBVIOUSLY NICE TO HAVE FOR
 10:52:34 COMMUNITY EVENTS AND COMMUNITY SPACES.
 10:52:36 SO THESE ARE JUST A COUPLE OF EXAMPLES.
 10:52:41 THE ON-SITE SOLAR UNDER SolarVantage, LIKE I SAID, CAN
 10:52:45 REALLY TAKE A LOT OF DIFFERENT FORMS.
 10:52:48 IT WAS INTENTIONALLY DESIGNED TO BE VERY DIVERSE IN WHAT WE
 10:52:52 CAN DEPLOY FOR ON-SITE SOLAR.
 10:52:54 SO ON THIS SLIDE, WE HAVE SOME OF THE OTHER EXAMPLES.
 10:52:57 THESE ARE SMALLER ASSETS.
 10:52:58 SMALLER ASSETS THAT MAY OR MAY NOT BE GRID TIED.
 10:53:01 THAT MEANS THEY ARE NOT CONNECTED SOMETIMES TO A METER.
 10:53:04 THEY MIGHT BE A STAND-ALONE SOLAR ASSET.
 10:53:09 HERE WE HAVE SOME EXAMPLES, SOLAR TREE, SOLAR STOP, HAVEN
 10:53:13 AND ZONE.

10:53:14 A LOT OF THESE SERVE AS WAYS TO DEPLOY SOLAR SMARTLY IN
 10:53:17 VISIBLE AREAS, SHOWING A COMMITMENT TO SUSTAINABILITY.
 10:53:20 ALSO JUST OFFERING THE CUSTOMER BENEFIT OF PEOPLE THAT ARE
 10:53:24 USING THESE KIND OF STAND-ALONE ASSETS.
 10:53:27 OFTEN THEY HAVE CHARGERS.
 10:53:28 ALL THREE OF THE SOLAR, JUST AS AN EXAMPLE, CHARGERS FOR
 10:53:35 LAPTOPS, PHONES, iPADS, WIRELESS CHARGING.
 10:53:38 A WAY TO ENABLE PEOPLE TO MEET OUTSIDE AND ENABLE THE
 10:53:42 COMMUNITY TO ENGAGE WITH SOLAR IN A MEANINGFUL WAY.
 10:53:44 ADDITIONALLY, A LOT OF THESE ALSO CAN BE HOOKED UP WITH
 10:53:47 LIGHTING FROM A SAFETY PERSPECTIVE.
 10:53:48 THEY CAN BE TIMED TO TURN ON AT DUSK AND PROVIDE A LITTLE

10:53:52 BIT OF SAFETY FOR PARKS OR BIG OPEN AREAS.
 10:53:55 THE WAY THAT HAPPENS IS THAT ALL OF THESE HAVE AN INTERNAL
 10:53:58 BATTERY THAT ESSENTIALLY IS CHARGED BY THE SOLAR AND
 10:54:00 DISCHARGES AT NIGHT, ENABLING NIGHTTIME CHARGING OR
 10:54:04 NIGHTTIME LIGHTING.
 10:54:05 BUT THESE ARE JUST SOME EXAMPLES THAT WE WANTED TO MAKE THE
 10:54:09 COUNCIL AWARE OF.
 10:54:10 THESE REALLY CAN RANGE FROM A BIG TRADITIONAL ROOFTOP SYSTEM
 10:54:14 DOWN TO SOMETHING THAT'S JUST IN THE LOCAL PARK OR AT A
 10:54:17 SCHOOL THAT ENABLES COMMUNITY ENGAGEMENT AROUND THE
 10:54:21 RENEWABLE STORY.
 10:54:23 LASTLY, I JUST WANTED TO POINT OUT THAT WHEN WE TALK ABOUT
 10:54:28 THE FLAT, ON-BILL RATE WHICH I'M SURE IS TOP OF MIND IN A

 10:54:35 PROGRAM LIKE THIS, THAT FLAT, ON-BILL RATE THAT IS ON THE
 10:54:39 BILL FOR TEN YEARS, IT INCLUDES ESSENTIALLY EVERYTHING ON
 10:54:42 THE LEFT.
 10:54:42 THIS LIST IS MEANT TO BE ILLUSTRATIVE, NOT NECESSARILY
 10:54:47 EXHAUSTIVE.
 10:54:48 BUT IT'S EVERYTHING FROM THE PEOPLE AND TALENT TIME TO DO
 10:54:51 ELECTRICAL ENGINEERING AND SYSTEM DESIGN.
 10:54:53 IT'S THE PHYSICAL FILING FOR PERMITS.
 10:54:58 IT IS THE PEOPLE TIME TO MOBILIZE CREWS AND MANAGE THE
 10:55:00 CONSTRUCTION PROCESS.
 10:55:01 PHYSICAL THINGS ARE INCLUDED IN THE COST.
 10:55:06 THE PANELS, INVERTERS, RACKING, WIRING, AND THEN LASTLY ALSO
 10:55:11 LIKE I SAID INCLUDED IN THAT PRICE, WHAT'S IMPORTANT IS THE
 10:55:14 TEN YEARS OF THE TOTAL CARE, PREVENTIVE AND REACTIVE
 10:55:17 MAINTENANCE, WHICH IS DONE BY OUR DEDICATED FTE THAT ONLY
 10:55:22 SUPPORT OUR SMALL SCALE SOLAR FLEET.
 10:55:24 LIKE I SAID, THE PURPOSE OF OUR MEETING TODAY WAS MAINLY TO
 10:55:29 EDUCATE THE COUNCIL ON OUR SolarVantage PROGRAM.
 10:55:32 WE'RE REALLY EXCITED ABOUT THIS.
 10:55:34 THERE ARE A LOT OF GOOD USE CASES, ESPECIALLY GIVEN THE WIDE
 10:55:39 NATURE OF THE PROGRAM.
 10:55:40 A LOT OF DIFFERENT AVENUES THAT COULD DRIVE VALUE FOR THE
 10:55:44 COMMUNITY.
 10:55:44 THANKS.
 10:55:46 >>Vice-Mayor Ribble: THANK YOU, MR. NELSON.

 10:55:47 ANY COMMENTS?
 10:55:48 COUNCILPERSON ZALUCKI.
 10:55:51 >>George Zalucki: THANK YOU FOR THE PRESENTATION.
 10:55:53 I LEARNED QUITE A BIT, ACTUALLY.
 10:55:55 IN UNDERSTANDING THAT YOUR PRESENTATION HERE TODAY WAS TO
 10:55:58 INFORM US OF THIS PROGRAM, IS IT SAFE TO SAY JUST
 10:56:02 REITERATING, IS THIS FOR COMMERCIAL CUSTOMERS ONLY THIS
 10:56:05 PROGRAM?

10:56:06 >> NO, NO.
 10:56:08 ANYBODY NONRESIDENTIAL.
 10:56:12 >>George Zalucki: NOT RESIDENTIAL.
 10:56:13 >> SO LIKE ANY OF THE CITY'S BUILDINGS OR STUFF WOULD BE
 10:56:17 ABLE TO BE DEPLOYED WITH SOLAR.
 10:56:19 >>George Zalucki: IS YOUR PRESENTATION TO MAYBE HAVE THE
 10:56:23 VILLAGE CONSIDER THESE PANELS ON OUR PROPERTIES?
 10:56:26 >> YEAH, REALLY WAS JUST TO INFORM THE COUNCIL TO AWARENESS
 10:56:30 OF THE PROGRAM AND KIND OF GET SOME IDEAS THAT MAYBE STAFF
 10:56:33 CAN LOOK INTO SOME OF THIS IN THE FUTURE.
 10:56:35 >>George Zalucki: UNDERSTAND.
 10:56:36 QUESTION FOR STAFF, DO WE HAVE ANY ORDINANCES NOW RELATIVE
 10:56:40 TO THE DESIGN AND IMPLEMENTATION OF SOLAR PANELS IN OUR
 10:56:43 COMMUNITY?
 10:56:46 >>Steven Sarkozy: I DON'T BELIEVE THAT WE HAVE ANY
 10:56:49 ORDINANCES THAT WOULD PRECLUDE THIS.
 10:56:52 MARY HAS LEFT, BUT WE COULD CHECK ON THAT.

 10:56:56 IT WOULD FACTOR INTO THE DESIGN CRITERIA AS WE'RE GOING
 10:57:02 THROUGH THE PLANNING AND ZONING BOARD.
 10:57:06 THERE MAY BE SOME APPLICATIONS, AS AN EXAMPLE, WORKING WITH
 10:57:11 -- ON THE SCHOOL DISTRICT PROPERTY NEXT TO THE HIGH SCHOOL,
 10:57:13 IF WE PUT A COVER OVER THE BASKETBALL COURTS OR THE SMALL
 10:57:19 PICKLEBALL COURTS, THEY COULD HAVE SOLAR PANELS.
 10:57:23 WHEN WE BUILD OUT THE SPORTS PARK PANELS THERE COVERING THE
 10:57:29 PARKING LOTS, EVEN COVERING THE PICKLEBALL COURTS, THOSE MAY
 10:57:33 BE OPTIONS.
 10:57:35 THE DIFFICULTY ON SOME OF THOSE IS THAT WE WOULD NOT BE THE
 10:57:42 CORPORATE ACCOUNT THAT WOULD PAY THE UTILITY BILL.
 10:57:45 THAT WOULD BE HIGH 5 OR OTHERS.
 10:57:51 SO WE WOULD HAVE TO WORK THAT THROUGH WITH THEM.
 10:57:56 >>George Zalucki: OKAY.
 10:57:57 THANK YOU.
 10:58:00 >>Jim Ward: IS THIS A LIVE PROGRAM OR IS THIS A FUTURE
 10:58:03 PROGRAM?
 10:58:03 >> NO, IT'S LIVE.
 10:58:06 >>Jim Ward: GIVEN THE FACT THERE'S NO UP-FRONT CAPITAL
 10:58:11 COSTS, DO THE TAX INCENTIVES IMPROVE TO THE CUSTOMERS OR
 10:58:15 BACK TO FPL?
 10:58:17 >> IT GOES TO THE CUSTOMER, SO THE CITY --
 10:58:18 >>Jim Ward: IT'S NOT PART OF YOUR MONTHLY OR ANNUAL COST
 10:58:22 THAT YOU CHARGE THE CUSTOMER THAT'S BUILT INTO THE RATE
 10:58:26 BILL.

 10:58:27 >> CORRECT.
 10:58:27 THE ITC IS CLAIMED BY THE CUSTOMER, IN THIS CASE THE CITY.
 10:58:32 >>Jim Ward: LAST QUESTION.
 10:58:33 DO THESE PANELS BANK ENERGY TO BE USED IN THE FUTURE?

10:58:38 OR IS IT JUST SOMETHING THAT YOU CONSISTENTLY USE DURING THE
 10:58:43 DAY OR THE MONTH?
 10:58:46 >> THE PANELS THEMSELVES WOULD NOT BANK ENERGY.
 10:58:48 THERE IS NO BATTERY NECESSARILY.
 10:58:51 >>Jim Ward: THERE ARE NO BATTERIES --
 10:58:53 >> WE COULD DEPLOY A BATTERY IN THE PROGRAM, BUT AT THIS
 10:58:56 TIME, THE PANEL ITSELF, THE GENERATION, THAT WOULD
 10:59:01 PHYSICALLY BE RAN BACK TO THE METER AND OFFSET YOUR USAGE AT
 10:59:06 THAT TIME.
 10:59:06 SO IT REDUCES THE GRID PURCHASE AT THAT POINT.
 10:59:11 >>Jim Ward: THANK YOU.
 10:59:12 >>Vice-Mayor Ribble: ANYBODY ELSE?
 10:59:16 >>Robert Eschenfelder: QUESTION QUICKLY TO FOLLOW UP TO
 10:59:18 COMMISSIONER ZALUCKI'S QUESTION, THERE IS A LAW IN FLORIDA,
 10:59:22 SOLAR RIGHTS ACT I THINK IT'S CALLED THAT PROHIBITS HOAs
 10:59:27 AND LOCAL GOVERNMENTS FROM BANNING SOLAR TO BE INSTALLED ON
 10:59:31 RESIDENTIAL AND IN TERMS OF HOW IT'S INSTALLED, THE 8th
 10:59:35 EDITION OF THE FLORIDA BUILDING CODE WAS JUST PROMULGATED IN
 10:59:39 DECEMBER OF LAST YEAR, AND IT CONTAINS A VARIETY OF NEW
 10:59:41 PROVISIONS AS TO HOW SOLAR IS INSTALLED.
 10:59:45 THERE ARE STATE-LEVEL REGULATIONS THAT DEAL WITH THE ISSUE.

 10:59:47 >>George Zalucki: THANK YOU, ROB.
 10:59:50 >> FOLLOW-UP TO THE BANKING QUESTION, I WANT TO MAKE SURE I
 10:59:54 ADDRESS IT AND UNDERSTOOD.
 10:59:55 ALL OF THESE ASSETS FOLLOW FLORIDA NET METERING REGULATIONS.
 11:00:02 NET METERING REGULATIONS ARE SET FOR ALL THE UTILITIES, NOT
 11:00:05 JUST FLORIDA POWER AND LIGHT.
 11:00:06 SO THE BANKING, IF THE SYSTEM OVER-GENERATES OF WHAT YOU
 11:00:10 NEED IN A GIVEN MONTH, THOSE KILOWATT HOURS DO ROLL TO YOUR
 11:00:15 NEXT BILL AS A CREDIT.
 11:00:16 IF YOU OVER-GENERATE IN FEBRUARY, YOU'LL SEE A CREDIT ON
 11:00:20 YOUR BILL IN NOVEMBER.
 11:00:21 I DON'T KNOW IF IT WAS NECESSARILY A STORAGE QUESTION OR
 11:00:24 LIKE BANKING THE GENERATION.
 11:00:26 THE BIG TAKEAWAY HERE IS YOU WON'T EVER LOSE KILOWATTS THAT
 11:00:30 YOU GENERATED IF THE UNDERLYING SITE DOESN'T NECESSARILY
 11:00:34 NEED THAT ENERGY.
 11:00:36 >>Jim Ward: WHERE I WAS GOING WITH THAT TO SOME EXTENT WAS
 11:00:40 IF WE HAD A HURRICANE AND WE LOST GENERATION POWER.
 11:00:44 WOULD THESE BE ABLE TO GENERATE POWER FOR THE LOCAL AREA?
 11:00:49 >> UNFORTUNATELY, NO, BECAUSE ALL NET METERING, IF THERE IS
 11:00:54 AN EMERGENCY SITUATION, ARE ESSENTIALLY TURNED OFF.
 11:00:58 AND THAT'S A SAFETY ISSUE TO NOT BACKFEED THE GRID AS CREWS
 11:01:02 ARE OUT TRYING TO RESTORE DISTRIBUTION LINES.
 11:01:06 >>Jim Ward: THANK YOU.
 11:01:07 >>George Zalucki: ONE FOLLOW-UP.

11:01:08 A NONEMERGENCY, IT IS BACKFED.
 11:01:10 THAT'S WHY YOU GET THE CREDIT.
 11:01:12 >> YES.
 11:01:12 IT WOULD GO THROUGH A METER THAT ESSENTIALLY SAYS YOU
 11:01:16 GENERATED X, YOU NEEDED Y, AND IT BALANCES --
 11:01:22 >>Vice-Mayor Ribble: WOULD THAT INCLUDE THE NON-GRID TIED
 11:01:25 ASSETS FOR AN EMERGENCY?
 11:01:26 >> THE NON-GRID TIED ASSETS ARE A STAND-ALONE SOLAR SYSTEM.
 11:01:31 THE PANELS ON THE HAVEN, THOSE PANELS CHARGE A BATTERY IN
 11:01:37 THE TABLE.
 11:01:38 SO IN THE EVENT OF A STORM, THE HAVEN IS NOT GRID TIED AND
 11:01:42 WOULD STILL BE GENERATING ELECTRICITY.
 11:01:44 IN THE AFTERMATH OF A STORM, THE HAVEN COULD STILL
 11:01:48 CONCEIVABLY POWER PHONES OR ANYTHING --
 11:01:52 >>Vice-Mayor Ribble: WHICH I THOUGHT MIGHT BE AN APPLICATION
 11:01:53 IN OUR SPORTS COMPLEX THAT WAY.
 11:01:57 AND JUST ONE OTHER QUESTION, JUST OUT OF THE BLUE.
 11:02:03 DURING IAN, HOW DID YOUR OVERALL PANELS HOLD UP?
 11:02:06 >> DURING IAN OUR UTILITY SCALE SITES HAD VERY LITTLE
 11:02:10 DOWNTIME AND PERFORMED EXCEPTIONALLY WELL.
 11:02:13 SMALL SCALE ASSETS ALSO PERFORMED WELL.
 11:02:15 WE DO BUILD ALL OF OUR SMALL SCALE ASSETS UNDER THIS PROGRAM
 11:02:18 TO BE HARDENED FOR STORM, SO IT IS A CONSIDERATION IN OUR
 11:02:21 DESIGN AND PLANNING PROCESS.
 11:02:25 >>Vice-Mayor Ribble: THANK YOU.

 11:02:25 >> THANK YOU.
 11:02:26 APPRECIATE THE CREATIVITY AND DISCUSSION.
 11:02:27 >>Vice-Mayor Ribble: ALL RIGHT.
 11:02:28 THANK YOU.
 11:02:29 ANY PUBLIC COMMENT?
 11:02:31 >>Carol Sacco: NO, WE HAVE NO PUBLIC COMMENT AND NO
 11:02:34 E-COMMENTS.
 11:02:35 >>Vice-Mayor Ribble: DID YOU HAVE A QUESTION?
 11:02:37 >>Steven Sarkozy: MAYOR AND MEMBERS OF COUNCIL, THIS IS ON
 11:02:39 THE AGENDA AS INFORMATIONAL AND EDUCATIONAL FOR ALL OF US.
 11:02:46 BUT DO WE HAVE THE AUTHORIZATION TO AT LEAST EXPLORE THIS AS
 11:02:51 A POSSIBILITY AS WE MOVE FORWARD?
 11:02:55 >> YES.
 11:02:55 >>Vice-Mayor Ribble: CONSENSUS, YES.
 11:02:57 >>Larry Fiesel: VERY MUCH SO.
 11:02:58 >>Steven Sarkozy: I DON'T HAVE ANYTHING SPECIFIC NOR AN
 11:03:03 APPLICATION NOR A SPECIFIC PARTNER, BUT IT GIVES YOU AN IDEA
 11:03:08 OF THE POTENTIAL THAT WE MIGHT HAVE AS WE GO THROUGH
 11:03:10 DESIGNS.
 11:03:10 >>Vice-Mayor Ribble: THANK YOU.
 11:03:11 ANYTHING ELSE?
 11:03:12 IN THAT CASE, I'LL LOOK FOR AN ADJOURNMENT.

11:03:16 >>Larry Fiesel: SO MOVED.
11:03:17 >>Vice-Mayor Ribble: THANK YOU, COUNCILPERSON FIESEL.
11:03:19 THANK YOU, COUNCILPERSON FAYHEE, FOR BEING ONLINE WITH US
11:03:22 TODAY.
11:03:22 COULD I HAVE A SECOND?
11:03:24 >>George Zalucki: SECOND.
11:03:25 >>Vice-Mayor Ribble: THANK YOU.
11:03:25 WE ARE ADJOURNED.

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.

THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, Arbor Day is April 26, 2024; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife; and

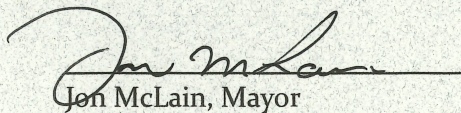
WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

WHEREAS, trees in our village increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees — wherever they are planted — are a source of joy and spiritual renewal; and

NOW, THEREFORE, I, Mayor Jon McLain of the Village of Estero, Lee County, Florida, do hereby proclaim that the Village recognizes Arbor Day in the Village of Estero, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

IN WITNESS THEREFORE, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this day of 17th day of April 2024.


Jon McLain, Mayor



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

**DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING**

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

April 3, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community 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 (via Zoom), 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, David Willems, Public Works Director, Mary Gibb, Community Development Director, Kevin Greenville, Finance Director, Steve Gillette, Procurement Manager, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Fiesel

Seconded by: Vice Mayor Ribble

Action: Approved agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

4. CONSENT AGENDA

(a) March 20, 2024 Council Meeting Minutes

Motion: Motion to approve consent agenda.

Motion by: Councilmember Zalucki

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) Resolution No. 2024-04 Selection of Planning Zoning and Design Board Members and Chairperson

A Resolution of the Village Council of the Village of Estero, Florida, Appointing Members to the Village of Estero Planning Zoning and Design Board; Establishing Terms of the Members; Appointing a Chair; and Providing an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Council Questions or Comments

Councilmember Ward and Mayor McLain

Public Comments

None.

Motion: Motion to select Al Paivandy, James E Tatooles, and Leonard E Scotty Wood III to a one-year term to the Planning, Zoning, and Design Board members, Dan Williams, Anthony Gargano, and Michael Sheeley to a three-year term to the Planning Zoning and Design Board and approve Resolution No. 2024-04.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Zalucki

Action: Selected Al Paivandy, James E Tatooles, and Leonard E Scotty Wood III to a one-year term to the Planning, Zoning, and Design Board members, Dan Williams, Anthony Gargano, and Michael Sheeley to a three-year term to the Planning Zoning and Design Board and approve Resolution No. 2024-04.

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

Motion: Motion to select Anthony Gargano as Chairperson of the Planning Zoning and Design Board.

Motion by: Councilmember Zalucki
Seconded by: Councilmember Lopez

Action: Selected Anthony Gargano as Chairperson of the Planning Zoning and Design Board.

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

(b) Approval of Framework of Cooperation Between the Village of Estero and the Estero Forever Foundation.

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

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

Public Comments
John Quin, Estero Forever Foundation

Motion: Motion to approve the Framework of Cooperation Between the Village of Estero and the Estero Forever Foundation.

Motion by: Councilmember Lopez
Seconded by: Councilmember Zalucki

Action: Approved the Framework of Cooperation Between the Village of Estero and the Estero Forever Foundation.

Vote: (Roll Call)

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

Nay:

Abstentions:

(c) EC 2024-29 Wright Construction Group Piggyback Agreement

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

None.

Public Comments

None.

Motion: Motion to approve EC 2024-29 Wright Construction Group Piggyback Agreement for Construction Manager At Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Motion by: Vice Mayor Ribble

Seconded by: Councilmember Ward

Action: Approved EC 2024-29 Wright Construction Group Piggyback Agreement for Construction Manager At Risk services and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary.

Vote: (Roll Call)

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

Nay:

Abstentions:

(d) Jeff Sommer Stadium Tree Relocation Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Vice Mayor Ribble and Mayor McLain

Public Comments

None.

Motion: Motion to approve EC 2019-66 STA-44 in the amount of \$57,500 with P & T Lawn & Tractor to relocated twelve palm trees at Jeff Sommer Stadium, approve a \$5,000 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-44 in the amount of \$57,500 with P & T Lawn & Tractor to relocated twelve palm trees at Jeff Sommer Stadium, approve a \$5,000 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) Construction Site Inspection Contract- Johnson Engineering, Inc.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Mary Gibbs, Public Works Director

Council Questions or Comments

Councilmember Ward Zalucki, and Mayor McLain.

Public Comments

None.

Motion: Motion to approve EC 2022-38 STA-13 in the amount of \$175,486 with Johnson Engineering to perform construction site inspections for all projects within the Village of Estero, approve a \$17,000 contingency for

additional services that may be required to complete the project, authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Motion by: Councilmember Zalucki

Seconded by: Vice Mayor Ribble

Action: Approved EC 2022-38 STA-13 in the amount of \$175,486 with Johnson Engineering to perform construction site inspections for all projects within the Village of Estero, approve a \$17,000 contingency for additional services that may be required to complete the project, authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute 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) Estero Parkway Plant Replacement Contract

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

Mayor McLain

Public Comments

eComment

Chris McMillin, Estero Place

Motion: Motion to approve EC 2021-04 Amendment-06 in the amount of \$23,466 with P&T Lawn and Tractor to replace trees and shrubs along Estero Parkway 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.

Motion by: Councilmember Ward

Seconded by: Councilmember Lopez

Action: Approved EC 2021-04 Amendment-06 in the amount of

\$23,466 with P&T Lawn and Tractor to replace trees and shrubs along Estero Parkway 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.

Vote: (Roll Call)

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

Nay:

Abstentions:

7. FIRST READING

(a) Ordinance No. 2024-05 Bella Terra Cell Tower

An Ordinance of the Village Council of the Village of Estero, Florida, Approving an Amendment to the Commercial Planned Development Zoning in the Bella Terra Development to Allow the use of Wireless Communication Facility a 12-Acre Parcel located at 19980 Bella Terra Boulevard; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Council Questions or Comments

Vice Mayor Ribble and Mayor McLain.

Public Comments

None.

Motion: Motion to pass first reading of Ordinance No. 2024-05 and set public hearing and second reading for April 17, 2024.

Motion by: Councilmember Fiesel

Seconded by: Vice Mayor Ribble

Action: Passed first reading of Ordinance No. 2024-05 and set public hearing and second reading for April 17, 2024.

Vote: (Roll Call)

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

Nay:

Abstentions:

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

Staff Comments

Steve Sarkozy, Village Manager

9. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

10. VILLAGE MANAGER'S REPORT

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Carol Sacco, Village Clerk

Council Questions or Comments

Vice Mayor Ribble and Mayor McLain.

Public Comments

None.

Motion: Motion to support Village Manager and staff along with the other communities to inquire about the FEMA rate increase and to allow the Village any latitude it will require to get the answers needed.

Motion by: Councilmember Zalucki

Seconded by: Councilmember Fayhee

Action: Approved motion to support Village Manager and staff along with the other communities to inquire about the FEMA rate increase and to allow the Village any latitude it will require to get the answers needed.

Vote: (Roll Call)

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

Nay:

Abstentions:

Adjourn Regular Session at 11:06 am and Convene Workshop Item 11:06 am.

11. WORKSHOP

(a) Jeff Sommer Stadium Turf Project Update

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

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

Public Comments

None.

(b) ION Wave

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director
Steve Gillette, Procurement Manager

Council Questions or Comments

Councilmembers Ward, Zalucki, and Mayor McLain.

Public Comments

None.

(c) Ben Hill Griffin Parkway Project Update

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works Director

Council Questions or Comments

Councilmembers Feisel, Ward, Zalucki, and Mayor McLain.

Public Comments

None.

12. ADJOURNMENT at 11:19 am

Motion by Councilmember Ward and seconded by Councilmember Lopez.

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
April 17, 2024

Agenda Item:

Financial Report for the month ended December 31, 2023.

Description:

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

- *Ad valorem (real estate) taxes:* December is the second month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In December, the Village received 62%, or \$3,841,158, of the annual budgeted ad valorem taxes.
- *General Fund:* State Revenue Sharing Sales Tax (24%), and State Revenue Sharing Fuel Tax (26%) began strong this fiscal year, Half-Cent Sales Tax (15%) totaled \$327,225 all received in December.
- *Reserved Funds:* The General Fund has \$1,721,747 in operating reserve funds (Unassigned General Fund Balance); \$670,000 in litigation defense reserve funds and \$148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total \$42,152,785.
- *Available funds:* total funds categorized as available are \$63,609,447 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. December 31, 2023 Financial report



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Ad Valorem Taxes	3,841,158	5,387,184	6,159,500	(772,316)	87%
Local Communications Svcs Tax	77,179	169,066	975,000	(805,934)	17%
Local Business Tax	851	2,421	25,000	(22,579)	10%
Franchise Fees-Electric	245,642	519,211	2,402,500	(1,883,289)	22%
Franchise Fees-Solid Waste	-	46,982	137,500	(90,518)	34%
Franchise Fees-Natural Gas	6,373	18,768	85,000	(66,232)	22%
Rev Sharing Sales tax	67,326	201,978	835,000	(633,022)	24%
Mobile Home License	762	990	3,885	(2,895)	25%
Alcohol Beverage Tax	-	734	30,575	(29,841)	2%
Half Cent Sales Tax	327,225	643,098	4,250,000	(3,606,902)	15%
Fines & Forfeitures	-	-	250	(250)	0%
Interest Income	179,898	486,331	600,000	(113,669)	81%
Rental income	3,000	12,000	36,000	(24,000)	33%
Miscellaneous Revenue	-	15,964	27,500	(11,536)	58%
Administrative Fee	19,290	48,594	65,000	(16,406)	75%
Cost Recovery-Admin Charge	13,458	29,980	14,000	15,980	214%
Dev & Zoning-Fixed Fees	1,960	12,473	68,500	(56,027)	18%
Dev & Zoning-Cost Recovery Fee	-	(5,757)	93,500	(99,257)	-6%
Planning-Miscellaneous Revenue	1,825	6,850	32,500	(25,650)	21%
Code Comp & Contractor License	-	5,000	25,000	(20,000)	20%
Local Option Gas Tax-1-6 Cent	65,074	112,980	635,000	(522,020)	18%
ROW Permits	-	400	1,250	(850)	32%
Rev Sharing-Fuel Tax	16,947	50,842	197,500	(146,658)	26%
FDOT US 41 Light Maintenance	-	-	135,000	(135,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	-	-	0%
FEMA-Federal Share	-	2,656,211	2,000,000	656,211	133%
FEMA-State Share	-	238,040	-	238,040	0%
Total Revenues-General Fund	4,867,968	10,660,339	18,834,960	(8,174,621)	57%
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	116,394	389,251	1,175,000	(785,749)	33%
Surcharge Fee Retained	-	-	3,500	(3,500)	0%
Convenience Fee	1,714	8,095	33,500	(25,405)	24%
Interest income	3,069	8,300	17,250	(8,950)	48%
Total Revenues-Building Fee Fund	121,178	405,647	1,229,250	(823,603)	33%
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Local Option Gas Tax 1-5 Cent	48,470	82,770	435,250	(352,480)	19%
Interest Income-Gas Tax	11,286	30,521	21,000	9,521	145%
Developer Contributions-Inters	-	-	65,000	(65,000)	0%
Road Imp Fee-Residential	431,630	1,019,938	750,000	269,938	136%
Road Imp Fees-Commercial	-	61,906	225,000	(163,094)	28%
Interest Income-Rd Impact	58,680	158,687	72,500	86,187	219%
Interest Income-Com Prk Impact	518	1,401	7,250	(5,849)	19%
Interest Inc-Com Prk Contri	493	1,332	6,250	(4,918)	21%
Interest Inc-Public Land	698	1,887	9,500	(7,613)	20%
Park Imp Fees-Residential	46,050	119,730	65,000	54,730	184%
Park Imp Fee-Commercial	19,754	36,022	33,500	2,522	108%
Interest Income-Park Imp	5,797	15,677	11,250	4,427	139%
Total Revenues-Capital Projects Fund	623,376	1,529,872	1,701,500	(171,628)	90%
Convenience Fee	538	1,547	5,940	(4,393)	26%
Charges for Svcs-Driving Range	25,646	76,785	357,815	(281,031)	21%
Interest Income	755	2,041	5,750	(3,709)	35%
Cash Over / Short	-	(25)	-	(25)	0%
Total Revenues-Driving Range Fund	26,939	80,347	369,505	(289,158)	22%
Total Revenues-All Funds	5,639,460	12,676,204	22,135,215	(9,459,011)	57%
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	348,803	427,036	31,245,915	(30,818,879)	1%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	5,988,264	13,103,240	53,381,130	(40,277,890)	25%
Executive Salaries	10,356	31,069	124,300	93,231	25%
FICA Taxes	792	2,377	9,600	7,223	25%
Workers Comp	153	153	1,950	1,797	8%
Unemployment Comp	158	396	2,000	1,604	20%
Travel and Per Diem	1,065	1,686	23,000	21,314	7%
Books Pub & Memberships	-	8,334	6,000	(2,334)	139%
Training	-	-	2,500	2,500	0%
<i>Total Village Council</i>	12,525	44,015	169,350	125,335	26%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Executive Salary	19,093	57,279	248,210	190,931	23%
Car Allowance	615	1,846	8,000	6,154	23%
Regular Salaries & Wages	10,763	31,838	164,440	132,602	19%
FICA Taxes	1,079	3,197	32,200	29,003	10%
Retirement Contributions	2,005	6,014	40,040	34,026	15%
Group Insurance	15,752	29,986	96,900	66,914	31%
Worker's Compensation	553	553	6,460	5,907	9%
Unemployment Comp	67	175	850	675	21%
Contractual Svcs-Adm Assist	-	-	75,000	75,000	0%
Miscellaneous Professional Srv	-	-	-	-	0%
Communication Services	3,000	9,003	37,500	28,497	24%
Miscellaneous Contractual Svcs	-	-	35,000	35,000	0%
Travel & Per Diem	-	1,538	12,500	10,962	12%
Public Relations	881	4,986	17,500	12,514	28%
Books Pub & Memberships	600	600	4,000	3,400	15%
Training	-	-	4,250	4,250	0%
<i>Total Village Manager</i>	54,407	147,016	782,850	635,834	19%
Village Attorney	19,810	38,592	212,500	173,908	18%
Land Use Legal	5,063	8,964	85,000	76,036	11%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	-	12,500	12,500	0%
<i>Total Village Attorney</i>	24,872	47,556	352,000	304,444	14%
Regular Salaries & Wages	3,304	9,911	151,500	141,589	7%
FICA Taxes	253	758	11,600	10,842	7%
Retirement Contributions	865	2,594	11,250	8,656	23%
Group Insurance	-	-	36,310	36,310	0%
Worker's Compensation	487	487	2,340	1,853	21%
Unemployment Compensation	67	171	850	679	20%
Codification	-	-	3,000	3,000	0%
Travel & per diem	-	-	1,250	1,250	0%
Legal Notices	393	393	5,000	4,607	8%
Books, Pub and Notices	-	-	500	500	0%
Training	-	242	750	508	32%
<i>Total Village Clerk</i>	5,368	14,556	224,350	209,794	6%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Regular Salaries & Wages	15,731	48,004	340,250	292,246	14%
FICA Taxes	715	3,119	26,050	22,931	12%
Retirement Contributions	1,389	4,168	18,100	13,932	23%
Group Insurance	5,891	11,357	37,000	25,643	31%
Worker's Compensation	421	421	5,220	4,799	8%
Unemployment Compensation	99	255	1,250	995	20%
Accounting Services	6,256	12,206	100,000	87,794	12%
Auditing & Actuarial Services	-	2,000	52,250	50,250	4%
Travel and per Diem	-	-	3,500	3,500	0%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	-	135	1,500	1,365	9%
<i>Total Finance</i>	30,501	81,664	586,620	504,956	14%
Regular Salaries & Wages	22,777	77,110	575,730	498,620	13%
FICA Taxes	1,719	5,826	44,080	38,254	13%
Retirement Contributions	3,040	9,119	54,760	45,641	17%
Group Insurance	9,737	19,596	102,900	83,304	19%
Worker's Compensation	407	407	12,710	12,303	3%
Unemployment Compensation	158	434	1,500	1,066	29%
Land Development Code	-	637	40,000	39,363	2%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Svcs	-	-	10,000	10,000	0%
Development Svcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	-	73	65,000	64,928	0%
Economic Development	-	-	60,000	60,000	0%
Travel & Per Diem	-	-	2,000	2,000	0%
Legal Notices-Plan & Zoning	-	-	6,000	6,000	0%
Books, Pub & Memberships	3,394	3,714	10,000	6,286	37%
Training	-	-	1,000	1,000	0%
<i>Total Development Services</i>	41,232	116,915	1,055,680	938,765	11%
Cost Recovery-Wages	9,952	19,952	125,000	105,048	16%
Cost Recovery FICA Taxes	1,206	1,971	9,600	7,629	21%
Cost Recovery Worker's Comp	-	-	2,000	2,000	0%
Cost Recovery Unemploy Comp	-	-	500	500	0%
Cost Recovery Prof Services	2,300	2,300	15,000	12,700	15%
Planning & Zoning-Fixed Fee	20,519	20,519	350,000	329,481	6%
<i>Total Planning, Zoning and Development Review Services</i>	33,976	44,741	502,100	457,359	9%



Village of Estero
 Budget Report-All Funds
 For the Month Ending December 23

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Special Magistrate Srvs	-	-	20,250	20,250	0%
Code Compliance Contract Srvs	-	-	162,500	162,500	0%
Other Chrges-Filing Fees	88	117	1,500	1,383	8%
<i>Total Code Compliance Services</i>	88	117	184,250	184,133	0%
Lee Cty Animal Control Srvs	-	-	40,000	40,000	0%
<i>Total Animal Control</i>	-	-	40,000	40,000	0%
Flood Plain-Com Rating System	-	-	150,000	150,000	0%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	11,526	13,901	170,000	156,099	8%
Estero River Sediment Analysis	-	-	-	-	0%
Water & Sewer Expansion	1,471	1,471	-	(1,471)	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	1,500	1,500	5,000	3,500	30%
Miscellaneous Stormwater Maint	-	-	150,000	150,000	11%
Estero River Maintenance	15,835	15,835	50,000	34,165	0%
Reclaimed Water Study	-	-	20,000	20,000	0%
Miscellaneous Stormwater Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	-	5,000	5,000	0%
<i>Total Public Works/ Physical Environment</i>	30,332	32,707	575,000	542,293	6%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Regular Salaries & Wages	-	-	325,600	325,600	0%
Public Works Wages	24,404	74,419	-	(74,419)	0%
FICA Taxes	1,692	5,403	24,930	19,527	22%
Retirement Contribution	1,387	4,162	18,040	13,878	23%
Group Insurance	8,104	15,327	49,740	34,413	31%
Worker's Compensation	1,012	1,012	9,600	8,588	11%
Unemployment Compensation	79	203	1,000	797	20%
Traffic Counts	-	-	20,000	20,000	0%
Misc Professional Services	-	-	100,000	100,000	0%
Misc Construction Services	-	-	60,000	60,000	0%
Bridge Maintenance	-	-	10,000	10,000	0%
Irrigation Maintenance	6,708	16,136	-	(16,136)	0%
Landscape Maintenance	-	-	170,000	170,000	0%
Mowing Maintenance	17,115	28,525	-	(28,525)	0%
Ditch Maintenance	20,965	20,965	150,000	129,035	14%
Street Light Maintenance	5,819	98,879	50,000	(48,879)	198%
Street Sweeping Services	1,600	3,200	30,000	26,800	11%
Traffic Sign Maintenance	-	-	70,000	70,000	0%
Traffic Signal Maintenance	-	-	6,000	6,000	0%
Right-of-Way Permit Review	-	-	20,000	20,000	0%
Railroad Maintenance	11,275	11,275	150,000	138,725	8%
Misc Landscape Projects	1,647	3,747	20,000	16,253	19%
Road Maintenance	-	41	250,000	12,234	95%
US41 Traffic Signal Maint	30,780	53,456	60,000	6,544	89%
US41 Landscape Maint	216,671	237,766	360,000	122,234	66%
Estero Parkway Landscape Maint	907	1,395	486,500	485,105	0%
Roadway Striping	6,057	10,974	150,000	139,026	7%
Travel	42	83	5,000	(5,974)	2%
Communications	550	550	500	(50)	110%
Utilities	3,214	3,214	65,000	61,786	5%
Equipment & leases	2,408	2,748	2,500	(248)	110%
Street Light Insurance	-	-	16,500	16,500	0%
Operating Supplies	-	-	3,000	3,000	0%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	-	928	3,000	2,072	31%
<i>Total Public Works/ Transportation</i>	362,437	594,408	2,688,410	1,845,386	22%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Webmaster Svcs & Maintenance	2,445	2,445	27,650	25,205	9%
Software Licensing	117	177	77,500	77,323	0%
Information Technology Svcs	25,409	26,561	135,000	108,439	20%
Audio Visual Services	21,129	31,354	120,000	88,646	26%
Small tools & equipment	336	336	10,000	9,664	3%
Capital Outlay	-	-	10,000	10,000	0%
<i>Total Information Technology</i>	49,436	60,872	380,150	319,278	16%
Lee Cty Law Enforcement	440	1,375	10,000	8,625	14%
<i>Total Law Enforcement/ Security</i>	440	1,375	10,000	8,625	14%
Regular Salaries & Wages	-	-	140,000	140,000	0%
FICA Taxes	-	-	10,700	10,700	0%
Retirement Contributions	-	-	14,700	14,700	0%
Group Insurance	-	-	35,350	35,350	0%
Worker's Compensation	-	-	2,150	2,150	0%
Unemployment Compensation	-	-	500	500	0%
Parks Master Plan	1,400	1,400	-	(1,400)	0%
YMCA Operating Agreement	5,454	16,361	66,000	49,639	25%
Utilities	624	1,892	7,250	5,358	26%
Equipment Rent & Leases	1,585	1,585	1,200	(385)	132%
Repairs & Maint	-	-	20,000	20,000	0%
<i>Total Parks & Recreation</i>	9,062	21,238	297,850	276,612	7%
Recruitment Services	-	-	12,500	12,500	0%
Lobbying Services	3,000	9,000	80,000	71,000	11%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	4,000	4,000	0%
Audio Visual Services	2,205	4,905	20,000	15,095	25%
Misc Contractual Svcs	-	-	250,000	250,000	0%
Travel	-	-	5,000	5,000	0%
Communications	394	802	6,500	5,698	12%
Freight & Postage	37	855	2,500	1,645	34%
Utilities	3,077	13,320	42,500	29,180	31%
Equipment Rental & Leases	1,297	1,935	10,500	8,565	18%
Office Lease-Corkscrew Palms	-	46,133	275,000	228,867	17%
Insurance	34,726	34,726	170,000	135,274	20%
Repairs & Maintenance	884	2,044	20,000	17,956	10%
Printing	-	-	1,500	1,500	0%
Bank Charges	16	215	500	285	43%
Contingency	-	-	125,000	125,000	0%
Office Supplies	966	1,733	7,500	5,767	23%
Operating Supplies	1,972	4,348	25,000	20,652	17%
Books Pub & Membership	101	152	2,000	1,848	8%
<i>Total General Government</i>	48,676	120,168	1,069,500	949,332	11%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month	2023-2024 Year to Date	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Lee City Marine Patrol	-	-	43,860	43,860	0%
<i>Total Lee County Marine Patrol</i>	-	-	43,860	43,860	0%
Hurricane Professional Svcs	25,543	25,543	-	(25,543)	0%
Disaster Preparedness Services	-	1,020	10,000	8,980	10%
Hurricane Debris Removal	-	-	-	-	0%
Hurricane Operating Supplies	-	-	-	-	0%
<i>Total Disaster Services</i>	25,543	26,563	10,000	(16,563)	266%
Total Expenditures-General Fund	728,895	1,353,910	8,971,970	7,369,444	15%
Building Service Contract	126,963	126,963	1,250,000	1,123,037	10%
Building IT Contract Services	482	482	5,500	5,018	9%
Software Consultant	-	-	150,000	150,000	0%
Inkforce Software	1,275	1,275	15,800	14,525	8%
Communications	158	326	2,000	1,674	16%
Freight & Postage	26	260	500	240	52%
Utilities	587	1,503	4,750	3,247	32%
Equipment Lease	861	1,477	8,600	7,123	17%
Office Lease-Corkscrew Palms	-	9,449	57,500	48,051	16%
Repairs & Maintenance	180	417	3,000	2,583	14%
Credit Card Fees	1,844	8,186	38,600	30,414	21%
Office Supplies	516	1,138	2,500	1,362	46%
Operating Supplies	36	124	5,000	4,876	2%
Capital outlay	-	-	-	-	0%
Total Expenditures-Building Fee Fund	132,928	151,601	1,543,750	1,392,149	10%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Estero Parkway Improvements	110,390	110,390	-	(110,390)	0%
River Ranch Rd Improvements	6,550	7,811	50,000	42,189	16%
Corkscrew Rd Widening	10,953	10,953	4,963,450	4,952,498	0%
Bridge Maintenance	-	-	1,459,700	1,459,700	0%
Williams Rd Widening	-	-	1,264,800	1,264,800	0%
Broadway W Improvements	-	-	750,000	750,000	0%
Miscellaneous Professional Services	-	-	-	-	0%
<i>Total Roadway Projects</i>	127,893	129,154	8,487,950	8,358,796	2%
Williams Rd Intersection Impro	555	555	100,000	99,446	0%
Coconut Rd Improvements	-	-	187,500	(187,500)	0%
<i>Total Intersection Improve Proj</i>	555	555	287,500	(88,055)	0%
Coconut Rd Crosswalks	-	-	-	-	0%
Williams Rd Bike/Sidewalks	41,188	41,188	218,040	176,853	19%
Intersect Safety Improv Study	-	-	-	-	0%
Sandy Ln Bike-Ped Improv	-	-	2,013,790	2,013,790	0%
<i>Total Bicycle & Ped Improv Proj</i>	41,188	41,188	2,231,830	2,190,643	2%
US 41 FDOT Landscape	1,668	1,668	-	(1,668)	0%
US 41 Landscaping Enhancement	-	-	200,000	200,000	0%
Monument Sign/Branding	-	-	-	-	0%
US 41 Monument Signs	2,350	2,350	240,000	237,650	1%
Three Oaks Prkwy Monument Signs	-	-	210,000	210,000	0%
Via Coconut Pt Landscap Improv	-	-	-	-	0%
Ben Hill Griffl Pkwy Landsc Imp	1,346	2,134	-	(2,134)	0%
I-75 Interchange Landscaping	-	-	-	-	0%
Landscaping Misc	468	468	216,000	215,533	0%
<i>Total Landscaping & Beauti Proj</i>	5,831	6,619	866,000	859,381	1%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	-	15,874	-	(15,874)	0%
Estero Com Prk Master Plan	7,200	7,200	-	(7,200)	0%
Estero Com Prk Expansion	-	-	6,800,000	6,800,000	0%
Estero on the River Improvemen	-	-	2,250,000	2,250,000	0%
Williams Road Property Improv	28,000	56,000	-	(56,000)	0%
River Oaks Prop Imp	3,000	9,000	-	(9,000)	0%
<i>Total Parks & Recreation Proj</i>	38,200	88,074	9,050,000	8,961,926	1%



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Estero River N Brnch Drainage	-	-	500,000	500,000	0%
Package WWTP UEP Design & Perm	-	-	-	-	0%
Broadway W UEP Design & Permit	-	25,329	-	(25,329)	0%
Broadway E Design & Permitting	85,868	86,201	850,000	763,799	10%
Estero Rvr Sediment Removal	-	-	-	-	0%
UTL Expan - Estero Bay Village	-	-	-	-	0%
UTL Expan - Sunny Grove	-	-	1,603,400	1,603,400	0%
UTL Expan-Cypress Bend	-	-	1,821,900	1,821,900	0%
UTL Expan-See See Street	11,684	11,684	401,800	390,116	3%
UTL Expan-Cypress Park	12,586	12,586	320,000	307,414	4%
UTL Expan-See See St	-	-	264,500	264,500	0%
UTL Expan-Estero Heights	-	-	7,023,521	7,023,521	0%
UTL Expan-Charing Cross	-	-	1,747,502	1,747,502	0%
<i>Total Stormwater Projects</i>	110,138	135,800	14,532,623	5,361,300	1%
Land Purchase-Estero on River	-	-	-	-	0%
Three Oaks Parkway	25,000	25,000	-	(25,000)	100%
Capital Outlay	-	647	-	(647)	0%
<i>Total Land Acquisitions</i>	25,000	25,647	-	(25,647)	100%
 <i>Total Expenditures-Capital Project Fund</i>	 348,803	 427,036	 35,455,903	 25,618,344	 1%
Misc Contracted Services	13,857	26,217	330,155	303,938	8%
Communications	-	355	1,500	1,145	24%
Utilities	317	624	3,000	2,376	21%
Equipment Leases & Rentals	-	-	-	-	0%
Repairs & Maintenance	-	-	10,000	10,000	0%
Credit Card Fees	804	2,140	11,350	9,210	19%
Operating Supplies	-	-	1,500	1,500	0%
 <i>Total Expenditures-Driving Range Fund</i>	 14,978	 29,337	 357,505	 328,168	 8%
 <i>Total Expenditures-All Funds</i>	 1,225,604	 1,961,883	 46,329,128	 34,708,106	 4%
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	348,803	427,036	31,245,915	30,818,879	1%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	-	-	-	-	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans to CIP-300-990	-	-	-	-	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
<i>Total Expenditures and Other Financing Uses-All Funds</i>	1,574,407	2,388,919	77,575,043	65,526,985	3%
 <i>Excess Revenue over Expenditures</i>	 4,413,856	 10,714,322	 (24,193,913)	 34,908,235	 -44%
 Estimated Prior Year Surplus		56,785,559	56,785,559	-	
 Fund Balance		67,499,881	32,591,646	34,908,235	



Village of Estero
Budget Report-All Funds
For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
General Fund					
Revenues	4,867,968	10,660,339	18,834,960	(8,174,621)	57%
Expenditures	728,895	1,353,910	8,971,970	7,369,444	15%
Operating Excess (deficit)	4,139,073	9,306,430	9,862,990	(805,177)	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(348,803)	(427,036)	(31,245,915)	30,818,879	1%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	3,790,270	8,879,394	(21,382,925)	30,013,703	
Building Fee Fund					
Revenues	121,178	405,647	1,229,250	(823,603)	33%
Expenditures	132,928	151,601	1,543,750	1,392,149	10%
Operating Excess (deficit)	(11,750)	254,046	(314,500)	568,546	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	623,376	1,529,872	1,701,500	(171,628)	90%
Expenditures	348,803	427,036	35,455,903	25,618,344	1%
Operating Excess (deficit)	274,573	1,102,836	(33,754,403)	25,446,716	
Transfers in from Other Funds	348,803	427,036	31,245,915	(30,818,879)	1%
Operating Excess (deficit)	623,376	1,529,872	(2,508,488)	(5,372,163)	
Driving Range Fund					
Revenues	26,939	80,347	369,505	(289,158)	22%
Expenditures	14,978	29,337	357,505	328,168	0%
Operating Excess (deficit)	11,961	51,010	12,000	39,010	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	11,961	51,010	12,000	39,010	



Village of Estero
 Budget Report-All Funds
 For the Month Ending December 23

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Reserved and Available Funds Report					
General Fund Reserves		\$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		<u>\$ 2,539,747</u>			
General Fund Capital Projects		\$ 42,152,785			
Building Fee Fund		709,244			
Gas Tax Capital Projects		2,927,428			
Developer Contribution		305,917			
Road Impact Fees		15,355,692			
Community Park Impact Fees		134,359			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		125,806			
Park Imp Fees		1,525,327			
Public Land Purchase		178,273			
Driving Range		194,616			
Total Available Funds		<u>\$ 63,609,447</u>			

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 17, 2024

Agenda Item:

Financial Report for the month ended January 31, 2024.

Description:

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

- *Ad valorem (real estate) taxes:* January is the third month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In January, the Village received 4%, or \$215,554, of the annual budgeted ad valorem taxes.
- *General Fund:* State Revenue Sharing Sales Tax (32%), and State Revenue Sharing Fuel Tax (34%) began strong this fiscal year, Half-Cent Sales Tax (23%) totaled \$336,098 all received in January.
- In January the Village used \$15,000,000 in available cash to purchase a parcel of land along Three Oaks Parkway in Estero.
- *Reserved Funds:* The General Fund has \$1,721,747 in operating reserve funds (Unassigned General Fund Balance); \$670,000 in litigation defense reserve funds and \$148,000 in major road maintenance reserve funds. The Unassigned General Fund Balance is calculated based on the new Fund Balance Policy of retaining 3 months of operating expenses. The remaining funds are allocated to Capital Projects and total \$33,050,035.
- *Available funds:* total funds categorized as available are \$49,873,204 which includes the General Fund Capital Projects reserve.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. December 31, 2023 Financial report



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month	2023-2024 Year to Date	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	<u>Date</u> <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Year to Date</u> <u>Percentage</u>
Ad Valorem Taxes	215,554	5,602,738	6,159,500	(556,762)	91%
Local Communications Svcs Tax	86,306	255,371	975,000	(719,629)	26%
Local Business Tax	732	3,153	25,000	(21,847)	13%
Franchise Fees-Electric	216,197	735,407	2,402,500	(1,667,093)	31%
Franchise Fees-Solid Waste	-	46,982	137,500	(90,518)	34%
Franchise Fees-Natural Gas	9,494	28,262	85,000	(56,738)	33%
Rev Sharing Sales tax	67,326	269,303	835,000	(565,697)	32%
Mobile Home License	1,075	2,064	3,885	(1,821)	53%
Alcohol Beverage Tax	-	734	30,575	(29,841)	2%
Half Cent Sales Tax	336,098	979,196	4,250,000	(3,270,804)	23%
Fines & Forfeitures	20	20	250	(230)	8%
Interest Income	180,623	666,954	600,000	66,954	111%
Rental income	3,000	15,000	36,000	(21,000)	42%
Miscellaneous Revenue	854	16,819	27,500	(10,681)	61%
Administrative Fee	14,523	63,117	65,000	(1,883)	97%
Cost Recovery-Admin Charge	6,444	36,424	14,000	22,424	260%
Dev & Zoning-Fixed Fees	1,769	14,242	68,500	(54,258)	21%
Dev & Zoning-Cost Recovery Fee	-	(5,757)	93,500	(99,257)	-6%
Planning-Miscellaneous Revenue	3,225	10,075	32,500	(22,425)	31%
Code Comp & Contractor License	29,706	34,706	25,000	9,706	139%
Local Option Gas Tax-1-6 Cent	35,712	148,692	635,000	(486,308)	23%
ROW Permits	-	400	1,250	(850)	32%
Rev Sharing-Fuel Tax	16,947	67,789	197,500	(129,711)	34%
FDOT US 41 Light Maintenance	-	-	135,000	(135,000)	0%
ARPA Funding	-	-	-	-	0%
WCIND Marine Patrol Revenue	-	-	-	-	0%
FEMA-Federal Share	-	2,656,211	2,000,000	656,211	133%
FEMA-State Share	-	238,040	-	238,040	0%
Total Revenues-General Fund	1,225,604	11,885,943	18,834,960	(6,949,017)	63%
Interest Income-Bldg Fee Fd	-	-	-	-	0%
Building Fees	108,056	497,307	1,175,000	(677,693)	42%
Surcharge Fee Retained	-	-	3,500	(3,500)	0%
Convenience Fee	4,969	13,065	33,500	(20,435)	39%
Interest income	3,082	11,382	17,250	(5,868)	66%
Total Revenues-Building Fee Fund	116,107	521,754	1,229,250	(707,496)	42%
Interest Income	-	-	-	-	0%
Total Revenues-Debt Serv	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Local Option Gas Tax 1-5 Cent	26,523	109,293	435,250	(325,957)	25%
Interest Income-Gas Tax	11,332	41,853	21,000	20,853	199%
Developer Contributions-Inters	-	-	65,000	(65,000)	0%
Road Imp Fee-Residential	247,432	1,267,370	750,000	517,370	169%
Road Imp Fees-Commercial	94,496	156,402	225,000	(68,598)	70%
Interest Income-Rd Impact	58,916	217,604	72,500	145,104	300%
Interest Income-Com Prk Impact	520	1,922	7,250	(5,328)	27%
Interest Inc-Com Prk Contr	495	1,827	6,250	(4,423)	29%
Interest Inc-Public Land	701	2,588	9,500	(6,912)	27%
Park Imp Fees-Residential	26,095	145,825	65,000	80,825	224%
Park Imp Fee-Commercial	11,620	47,642	33,500	14,142	142%
Interest Income-Park Imp	5,820	21,497	11,250	10,247	191%
Total Revenues-Capital Projects Fund	483,950	2,013,822	1,701,500	312,322	118%
Convenience Fee	1,066	2,613	5,940	(3,327)	44%
Charges for Svcs-Driving Range	47,946	124,730	357,815	(233,085)	35%
Interest Income	758	2,798	5,750	(2,952)	49%
Cash Over / Short	-	(25)	-	(25)	0%
Total Revenues-Driving Range Fund	49,770	130,116	369,505	(239,389)	35%
Total Revenues-All Funds	1,875,430	14,551,635	22,135,215	(7,583,580)	66%
Debt Serv Fd Trans from Gen Fd	-	-	-	-	0%
Cap Projects Trans from Gen Fd	15,277,797	15,704,833	31,245,915	(15,541,082)	50%
Transfer from General Fund	-	-	-	-	0%
Total Revenues and Other Financing Sources-All Funds	17,153,227	30,256,468	53,381,130	(23,124,662)	57%
Executive Salaries	10,356	41,426	124,300	82,874	33%
FICA Taxes	792	3,169	9,600	6,431	33%
Workers Comp	-	153	1,950	1,797	8%
Unemployment Comp	174	570	2,000	1,430	29%
Travel and Per Diem	30	1,716	23,000	21,284	7%
Books Pub & Memberships	-	8,334	6,000	(2,334)	139%
Training	-	-	2,500	2,500	0%
<i>Total Village Council</i>	11,353	55,368	169,350	113,982	33%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Executive Salary	19,093	76,372	248,210	171,838	31%
Car Allowance	615	2,462	8,000	5,538	31%
Regular Salaries & Wages	10,586	42,423	164,440	122,017	26%
FICA Taxes	2,287	5,484	32,200	26,716	17%
Retirement Contributions	2,005	8,019	40,040	32,021	20%
Group Insurance	7,048	37,034	96,900	59,866	38%
Worker's Compensation	-	553	6,460	5,907	9%
Unemployment Comp	80	256	850	594	30%
Contractual Svcs-Adm Assist	-	-	75,000	75,000	0%
Miscellaneous Professional Srv	-	-	-	-	0%
Communication Services	3,003	12,006	37,500	25,494	32%
Miscellaneous Contractual Svcs	-	-	35,000	35,000	0%
Travel & Per Diem	35	1,573	12,500	10,927	13%
Public Relations	1,500	6,486	17,500	11,014	37%
Books Pub & Memberships	-	600	4,000	3,400	15%
Training	-	-	4,250	4,250	0%
<i>Total Village Manager</i>	46,252	193,268	782,850	589,582	25%
Village Attorney	27,306	65,898	212,500	146,602	31%
Land Use Legal	1,148	10,112	85,000	74,889	12%
Comprehensive Plan Legal	-	-	15,000	15,000	0%
Code Enforcement Legal	-	-	12,000	12,000	0%
Land Dev Code Legal	-	-	15,000	15,000	0%
Miscellaneous legal	-	-	12,500	12,500	0%
<i>Total Village Attorney</i>	28,454	76,010	352,000	275,990	22%
Regular Salaries & Wages	3,304	13,215	151,500	138,285	9%
FICA Taxes	253	1,011	11,600	10,589	9%
Retirement Contributions	865	3,459	11,250	7,791	31%
Group Insurance	-	-	36,310	36,310	0%
Worker's Compensation	-	487	2,340	1,853	21%
Unemployment Compensation	71	242	850	608	28%
Codification	-	-	3,000	3,000	0%
Travel & per diem	-	-	1,250	1,250	0%
Legal Notices	-	393	5,000	4,607	8%
Books, Pub and Notices	-	-	500	500	0%
Training	-	242	750	508	32%
<i>Total Village Clerk</i>	4,492	19,048	224,350	205,302	8%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Regular Salaries & Wages	15,478	63,481	340,250	276,769	19%
FICA Taxes	1,192	4,312	26,050	21,738	17%
Retirement Contributions	1,389	5,557	18,100	12,543	31%
Group Insurance	2,733	14,090	37,000	22,910	38%
Worker's Compensation	-	421	5,220	4,799	8%
Unemployment Compensation	106	361	1,250	889	29%
Accounting Services	2,669	14,875	100,000	85,125	15%
Auditing & Actuarial Services	1,700	3,700	52,250	48,550	7%
Travel and per Diem	-	-	3,500	3,500	0%
Books, Publications & Members	-	-	1,500	1,500	0%
Training	-	135	1,500	1,365	9%
<i>Total Finance</i>	25,267	106,932	586,620	479,688	18%
Regular Salaries & Wages	26,824	103,933	575,730	471,797	18%
FICA Taxes	2,028	7,854	44,080	36,226	18%
Retirement Contributions	3,040	12,158	54,760	42,602	22%
Group Insurance	4,930	24,526	102,900	78,374	24%
Worker's Compensation	-	407	12,710	12,303	3%
Unemployment Compensation	150	583	1,500	917	39%
Land Development Code	-	637	40,000	39,363	2%
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%
Growth Model Svcs	-	-	10,000	10,000	0%
Development Svcs Manager	-	-	40,000	40,000	0%
Misc Professional Services	-	73	65,000	64,928	0%
Economic Development	-	-	60,000	60,000	0%
Travel & Per Diem	-	-	2,000	2,000	0%
Legal Notices-Plan & Zoning	-	-	6,000	6,000	0%
Books, Pub & Memberships	120	3,834	10,000	6,166	38%
Training	-	-	1,000	1,000	0%
<i>Total Development Services</i>	37,091	154,006	1,055,680	901,674	15%
Cost Recovery-Wages	5,986	25,938	125,000	99,062	21%
Cost Recovery FICA Taxes	458	2,429	9,600	7,171	25%
Cost Recovery Worker's Comp	-	-	2,000	2,000	0%
Cost Recovery Unemploy Comp	-	-	500	500	0%
Cost Recovery Prof Services	-	2,300	15,000	12,700	15%
Planning & Zoning-Fixed Fee	19,586	40,104	350,000	309,896	11%
<i>Total Planning, Zoning and Development Review Services</i>	26,030	70,771	502,100	431,329	14%



Village of Estero
 Budget Report-All Funds
 For the Month Ending January 24

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Special Magistrate Srvs	-	-	20,250	20,250	0%
Code Compliance Contract Srvs	-	-	162,500	162,500	0%
Other Chrges-Filing Fees	120	237	1,500	1,263	16%
<i>Total Code Compliance Services</i>	120	237	184,250	184,013	0%
Lee Cty Animal Control Srvs	-	-	40,000	40,000	0%
<i>Total Animal Control</i>	-	-	40,000	40,000	0%
Flood Plain-Com Rating System	-	-	150,000	150,000	0%
NPDES Compliance	-	-	5,000	5,000	0%
Water Level & Quality Monitor	4,785	18,686	170,000	151,314	11%
Estero River Sediment Analysis	-	-	-	-	0%
Water & Sewer Expansion	5,240	6,711	-	(6,711)	0%
Community Monitoring	-	-	20,000	20,000	0%
Misc. Professional Services	3,500	5,000	5,000	-	100%
Miscellaneous Stormwater Maint	-	-	150,000	150,000	11%
Estero River Maintenance	-	15,835	50,000	34,165	0%
Reclaimed Water Study	-	-	20,000	20,000	0%
Miscellaneous Stormwater Maint	-	-	-	-	0%
Water Quality Joint Advocacy	-	-	5,000	5,000	0%
<i>Total Public Works/ Physical Environment</i>	13,525	46,232	575,000	528,769	8%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Regular Salaries & Wages	-	-	325,600	325,600	0%
Public Works Wages	23,700	98,119	-	(98,119)	0%
FICA Taxes	1,758	7,161	24,930	17,769	29%
Retirement Contribution	1,387	5,550	18,040	12,490	31%
Group Insurance	3,611	18,938	49,740	30,802	38%
Worker's Compensation	-	1,012	9,600	8,588	11%
Unemployment Compensation	95	298	1,000	702	30%
Traffic Counts	-	-	20,000	20,000	0%
Misc Professional Services	-	-	100,000	100,000	0%
Misc Construction Services	-	-	60,000	60,000	0%
Bridge Maintenance	-	-	10,000	10,000	0%
Irrigation Maintenance	4,841	20,977	-	(20,977)	0%
Landscape Maintenance	-	-	170,000	170,000	0%
Mowing Maintenance	11,410	39,935	-	(39,935)	0%
Ditch Maintenance	-	20,965	150,000	129,035	14%
Street Light Maintenance	-	98,879	50,000	(48,879)	198%
Street Sweeping Services	1,600	4,800	30,000	25,200	16%
Traffic Sign Maintenance	-	-	70,000	70,000	0%
Traffic Signal Maintenance	-	-	6,000	6,000	0%
Right-of-Way Permit Review	6,941	6,941	20,000	13,059	35%
Railroad Maintenance	-	11,275	150,000	138,725	8%
Misc Landscape Projects	3,628	7,375	20,000	8,725	56%
Road Maintenance	1,632	1,632	250,000	249,771	0%
US41 Traffic Signal Maint	188	229	60,000	58,368	3%
US41 Landscape Maint	21,095	258,861	360,000	359,771	0%
Estero Parkway Landscape Maint	54,771	108,227	486,500	227,639	53%
Roadway Striping	-	19,670	150,000	41,773	72%
Travel	1,008	2,403	5,000	(14,670)	393%
Communications	42	124	500	(1,903)	481%
Utilities	8,548	19,522	65,000	64,876	0%
Equipment & leases	275	825	2,500	(17,022)	781%
Street Light Insurance	-	3,214	16,500	15,675	5%
Operating Supplies	-	2,748	3,000	(214)	107%
Books, Publications & Members	235	235	1,500	(1,248)	183%
Training	75	1,003	3,000	2,765	8%
<i>Total Public Works/ Transportation</i>	146,840	760,917	2,688,410	1,924,367	28%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Webmaster Svcs & Maintenance	600	3,045	27,650	24,605	11%
Software Licensing	-	177	77,500	77,323	0%
Information Technology Svcs	(4,985)	21,576	135,000	113,424	16%
Audio Visual Services	19,290	50,644	120,000	69,356	42%
Small tools & equipment	-	336	10,000	9,664	3%
Capital Outlay	-	-	10,000	10,000	0%
<i>Total Information Technology</i>	14,905	75,777	380,150	304,373	20%
Lee Cty Law Enforcement	660	2,035	10,000	7,965	20%
<i>Total Law Enforcement/ Security</i>	660	2,035	10,000	7,965	20%
Regular Salaries & Wages	-	-	140,000	140,000	0%
FICA Taxes	-	-	10,700	10,700	0%
Retirement Contributions	-	-	14,700	14,700	0%
Group Insurance	-	-	35,350	35,350	0%
Worker's Compensation	-	-	2,150	2,150	0%
Unemployment Compensation	-	-	500	500	0%
Parks Master Plan	-	1,400	-	(1,400)	0%
YMCA Operating Agreement	5,454	21,815	66,000	44,185	33%
Utilities	691	2,583	7,250	4,667	36%
Equipment Rent & Leases	-	1,585	1,200	(385)	132%
Repairs & Maint	-	-	20,000	20,000	0%
<i>Total Parks & Recreation</i>	6,144	27,382	297,850	270,468	9%
Recruitment Services	-	-	12,500	12,500	0%
Lobbying Services	3,000	12,000	80,000	68,000	15%
State Administrative Fees	-	-	9,500	9,500	0%
Tax Collector Fees	-	-	4,000	4,000	0%
Audio Visual Services	2,370	7,275	20,000	12,725	36%
Misc Contractual Svcs	10	10	250,000	249,990	0%
Travel	-	-	5,000	5,000	0%
Communications	401	1,203	6,500	5,297	19%
Freight & Postage	21	876	2,500	1,624	35%
Utilities	4,118	17,438	42,500	25,062	41%
Equipment Rental & Leases	969	2,904	10,500	7,596	28%
Office Lease-Corkscrew Palms	46,016	92,149	275,000	182,851	34%
Insurance	-	34,726	170,000	135,274	20%
Repairs & Maintenance	1,014	3,058	20,000	16,942	15%
Printing	-	-	1,500	1,500	0%
Bank Charges	16	215	500	285	43%
Contingency	-	-	125,000	125,000	0%
Office Supplies	263	1,995	7,500	5,505	27%
Operating Supplies	52	4,400	25,000	20,600	18%
Books Pub & Membership	396	548	2,000	1,452	27%
<i>Total General Government</i>	58,645	178,797	1,069,500	890,703	17%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Lee City Marine Patrol	-	-	43,860	43,860	0%
<i>Total Lee County Marine Patrol</i>	-	-	43,860	43,860	0%
Hurricane Professional Svcs	-	25,543	-	(25,543)	0%
Disaster Preparedness Services	-	1,020	10,000	8,980	10%
Hurricane Debris Removal	-	-	-	-	0%
Hurricane Operating Supplies	-	-	-	-	0%
<i>Total Disaster Services</i>	-	26,563	10,000	(16,563)	266%
Total Expenditures-General Fund	419,777	1,793,341	8,971,970	7,175,503	20%
Building Service Contract	128,700	255,663	1,250,000	994,337	20%
Building IT Contract Services	548	1,029	5,500	4,471	19%
Software Consultant	-	-	150,000	150,000	0%
Inkforce Software	1,275	2,550	15,800	13,250	16%
Communications	164	490	2,000	1,510	24%
Freight & Postage	-	260	500	240	52%
Utilities	812	2,315	4,750	2,435	49%
Equipment Lease	638	2,115	8,600	6,485	25%
Office Lease-Corkscrew Palms	9,425	18,874	57,500	38,626	33%
Repairs & Maintenance	207	624	3,000	2,376	21%
Credit Card Fees	4,251	12,437	38,600	26,163	32%
Office Supplies	430	1,568	2,500	932	63%
Operating Supplies	-	124	5,000	4,876	2%
Capital outlay	-	-	-	-	0%
Total Expenditures-Building Fee Fund	146,449	298,049	1,543,750	1,245,701	19%
Principal Payments	-	-	-	-	0%
Interest Expense	-	-	-	-	0%
Total Expenditures-Debt Service	-	-	-	-	0%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month	2023-2024 Year to	2023-2024	2023-2024 Budget	2023-2024
	<u>Actual</u>	Date <u>Actual</u>	<u>Budget</u>	<u>Variance</u>	Year to Date <u>Percentage</u>
Estero Parkway Improvements	-	110,390	-	(110,390)	0%
River Ranch Rd Improvements	6,631	14,443	50,000	35,558	29%
Corkscrew Rd Widening	6,332	17,285	4,963,450	4,946,166	0%
Bridge Maintenance	-	-	1,459,700	1,459,700	0%
Williams Rd Widening	-	-	1,264,800	1,264,800	0%
Broadway W Improvements	-	-	750,000	750,000	0%
Miscellaneous Professional Services	1,559	1,559	-	(1,559)	0%
<i>Total Roadway Projects</i>	14,522	143,676	8,487,950	8,344,274	2%
Williams Rd Intersection Impro	-	555	100,000	99,446	0%
Coconut Rd Improvements	-	-	187,500	(187,500)	0%
<i>Total Intersection Improve Proj</i>	-	555	287,500	(88,055)	0%
Coconut Rd Crosswalks	4,564	4,564	-	(4,564)	0%
Williams Rd Bike/Sidewalks	-	41,188	218,040	176,853	19%
Intersect Safety Improv Study	-	-	-	-	0%
Sandy Ln Bike-Ped Improv	75,938	75,938	2,013,790	1,937,852	4%
<i>Total Bicycle & Ped Improv Proj</i>	80,502	121,690	2,231,830	2,110,141	5%
US 41 FDOT Landscape	1,668	1,668	-	(1,668)	0%
US 41 Landscaping Enhancement	-	-	200,000	200,000	0%
Monument Sign/Branding	-	-	-	-	0%
US 41 Monument Signs	1,650	4,000	240,000	236,000	2%
Three Oaks Prkwy Monument Signs	-	-	210,000	210,000	0%
Via Coconut Pt Landscap Improv	-	-	-	-	0%
Ben Hill Griffl Pkwy Landsc Imp	338	2,471	-	(2,471)	0%
I-75 Interchange Landscaping	-	-	-	-	0%
Landscaping Misc	46,284	46,751	216,000	169,249	0%
<i>Total Landscaping & Beauti Proj</i>	49,939	54,890	866,000	811,110	6%
Park Capital Projects	-	-	-	-	0%
Estero on River Master Plan	-	15,874	-	(15,874)	0%
Estero Com Prk Master Plan	-	7,200	-	(7,200)	0%
Estero Com Prk Expansion	-	-	6,800,000	6,800,000	0%
Estero on the River Improvemen	-	-	2,250,000	2,250,000	0%
Williams Road Property Improv	95,162	151,162	-	(151,162)	0%
River Oaks Prop Imp	3,000	12,000	-	(12,000)	0%
<i>Total Parks & Recreation Proj</i>	98,162	186,236	9,050,000	8,863,764	2%



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Estero River N Brnch Drainage	-	-	500,000	500,000	0%
Package WWTP UEP Design & Perm	-	-	-	-	0%
Broadway W UEP Design & Permit	18,237	43,566	-	(43,566)	0%
Broadway E Design & Permitting	39,379	125,581	850,000	724,419	15%
Estero Rvr Sediment Removal	927	927	-	(927)	0%
UTL Expan - Estero Bay Village	-	-	-	-	0%
UTL Expan - Sunny Grove	-	-	1,603,400	1,603,400	0%
UTL Expan-Cypress Bend	-	-	1,821,900	1,821,900	0%
UTL Expan-See See Street	-	11,684	401,800	390,116	3%
UTL Expan-Cypress Park	2,797	15,383	320,000	304,617	5%
UTL Expan-See See St	-	-	264,500	264,500	0%
UTL Expan-Estero Heights	-	-	7,023,521	7,023,521	0%
UTL Expan-Charing Cross	-	-	1,747,502	1,747,502	0%
<i>Total Stormwater Projects</i>	61,340	197,140	14,532,623	5,299,960	1%
Land Purchase-Estero on River	-	-	-	-	0%
Three Oaks Parkway	14,975,000	15,000,000	-	(15,000,000)	100%
Capital Outlay	-	647	-	(647)	0%
<i>Total Land Acquisitions</i>	14,975,000	15,000,647	-	(15,000,647)	100%
Total Expenditures-Capital Project Fund	15,279,464	15,704,833	35,455,903	10,340,547	44%
Misc Contracted Services	-	26,217	330,155	303,938	8%
Communications	-	355	1,500	1,145	24%
Utilities	102	727	3,000	2,273	24%
Equipment Leases & Rentals	-	-	-	-	0%
Repairs & Maintenance	-	-	10,000	10,000	0%
Credit Card Fees	804	2,140	11,350	9,210	19%
Operating Supplies	-	-	1,500	1,500	0%
Total Expenditures-Driving Range Fund	906	29,439	357,505	328,066	8%
Total Expenditures-All Funds	15,846,597	17,825,662	46,329,128	19,089,817	38%
Gen Fd Trans to Debt Service	-	-	-	-	0%
Gen Fd Trans to Cap Projects	15,277,797	15,704,833	31,245,915	15,541,082	50%
Transfer to Driving Range Fund	-	-	-	-	0%
CIP Tran from Gas Tax-300-000	-	-	-	-	0%
CIP Tran from RdImp 300-990	-	-	-	-	0%
CIP Tran from Park IF 300-995	-	-	-	-	0%
Gas Tax Trans to CIP-300-266	-	-	-	-	0%
Rd Imp Fee Trans to CIP-300-990	-	-	-	-	0%
Park Imp Fee Tran to CIP-995	-	-	-	-	0%
Total Expenditures and Other Financing Uses-All Funds	31,124,394	33,530,495	77,575,043	34,630,899	43%
Excess Revenue over Expenditures	(13,971,167)	(3,274,027)	(24,193,913)	20,919,886	14%
Estimated Prior Year Surplus		56,785,559	56,785,559	-	
Fund Balance		53,511,532	32,591,646	20,919,886	



Village of Estero
Budget Report-All Funds
For the Month Ending January 24

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
General Fund					
Revenues	1,225,604	11,885,943	18,834,960	(6,949,017)	63%
Expenditures	419,777	1,793,341	8,971,970	7,175,503	20%
Operating Excess (deficit)	805,826	10,092,602	9,862,990	226,486	
Transfers out to Debt Service	-	-	-	-	0%
Transfers out to Capital Projects	(15,277,797)	(15,704,833)	(31,245,915)	15,541,082	50%
Transfer out to Driving Range	-	-	-	-	0%
Operating Excess (deficit)	(14,471,971)	(5,612,231)	(21,382,925)	15,767,568	
Building Fee Fund					
Revenues	116,107	521,754	1,229,250	(707,496)	42%
Expenditures	146,449	298,049	1,543,750	1,245,701	19%
Operating Excess (deficit)	(30,342)	223,704	(314,500)	538,204	
Debt Service Fund					
Revenues	-	-	-	-	0%
Expenditures	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Debt Service Proceeds	-	-	-	-	0%
Transfers in from General Fund	-	-	-	-	0%
Transfers out to Capital Projects	-	-	-	-	0%
Operating Excess (deficit)	-	-	-	-	
Capital Projects Fund					
Revenues	483,950	2,013,822	1,701,500	312,322	118%
Expenditures	15,279,464	15,704,833	35,455,903	10,340,547	44%
Operating Excess (deficit)	(14,795,514)	(13,691,011)	(33,754,403)	10,652,869	
Transfers in from Other Funds	15,277,797	15,704,833	31,245,915	(15,541,082)	50%
Operating Excess (deficit)	482,283	2,013,822	(2,508,488)	(4,888,213)	
Driving Range Fund					
Revenues	49,770	130,116	369,505	(239,389)	35%
Expenditures	906	29,439	357,505	328,066	0%
Operating Excess (deficit)	48,863	100,677	12,000	88,677	
Transfers in from Other Funds	-	-	-	-	0%
Operating Excess (deficit)	48,863	100,677	12,000	88,677	



Village of Estero
 Budget Report-All Funds
 For the Month Ending January 24

	Current Month <u>Actual</u>	2023-2024 Year to Date <u>Actual</u>	2023-2024 <u>Budget</u>	2023-2024 Budget <u>Variance</u>	2023-2024 Year to Date <u>Percentage</u>
Reserved and Available Funds Report					
General Fund Reserves		\$ 1,721,747			
Litigation Defense Reserve		670,000			
Major Road Maintenance Reserve		148,000			
Total Reserved Funds		<u>\$ 2,539,747</u>			
General Fund Capital Projects		\$ 33,050,035			
Building Fee Fund		556,085			
Gas Tax Capital Projects		2,295,260			
Developer Contribution		239,855			
Road Impact Fees		12,039,683			
Community Park Impact Fees		105,344			
Regional Park Impact Fees		-			
Estero Park Entry Contribution		98,638			
Park Imp Fees		1,195,938			
Public Land Purchase		139,776			
Driving Range		152,590			
Total Available Funds		<u>\$ 49,873,204</u>			

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 17, 2024

Agenda Item:

Broadway Ave East Utility Extension Project (UEP) Property Acquisition Services Contract

Approve EC 2024-06 STA-05 in the amount of \$81,000 with Florida Acquisition & Appraisal, Inc. to assist the Village in obtaining easement and property required to construction the Broadway Ave East UEP Areas 2 & 3.

Approve a \$8,100 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Background:

The Village of Estero's consultant, Tetra Tech is working to complete the design for the proposed Broadway Ave East UEP Areas 2 and 3. Easements along 34 private properties are required to install the proposed utilities.

Description:

The Village of Estero Staff is proposing to hire Florida Acquisition & Appraisal, Inc. (FLAA) to help obtain the required easements for the proposed Broadway Ave East UEP project. FLAA will provide the following services to help the Village obtain the required easements.

- Meetings with Village and property owners.
- Preparation of project related documents (easements and other agreements).
- Research parcel ownership.
- Site Visits.
- Contact property owners.
- Negotiate easement language.
- Follow up as needed with property owners.
- Coordinate required signatures.

Page 1 of 2

- Record documents, as needed.

Action Requested:

Approve EC 2024-06 STA-05 in the amount of \$81,000 with Florida Acquisition & Appraisal, Inc. to assist the Village in obtaining easement and property required to construction the Broadway Ave East UEP Areas 2 & 3.

Approve a \$8,100 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, and to approve and execute any subsequent amendments which do not require an increase in the not to exceed budget (with contingency).

Process and Timeline:

Florida Acquisition & Appraisal Services, Inc. will start work to obtain the required properties as quickly as they can but due to the complexity of the project, they are expecting property acquisition to take approximately 12 months.

Financial Impact:

The contract's financial impact is \$89,100 (contract cost plus 10% contingency). This will be funded using unallocated general funds in the Fiscal Year 2023-2024 budget.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. EC 2024-06 STA-05 Broadway Ave E Property Acquisition - FLAA





Right of Way Acquisition Services

EC 2024-06

STA No. 05

Project Name: Broadway Avenue East UEP Areas 2 & 3 Easement and Property Acquisition Services

Consultant: Florida Acquisition & Appraisal, Inc.

Joe Blair: jblair@flaa.com

Village of Estero Account Number: _____

Brief Description: Assist the Village of Estero in obtaining easements and property required to construct the Broadway Avenue East UEP Areas 2 & 3.

Total Fees: \$81,000

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC 2024-06.

Consultant: Florida Acquisition & Appraisal, Inc.

Village of Estero

By: _____

By: _____

Name: John J. Curatelli, Jr.

Name: Steve Sarkozy

Title: President

Title: Village Manager

Date: _____

Date: _____

Attachments:

Exhibit A – Scope of Services and fees

SCOPE OF SERVICES & FEE PROPOSAL

DESCRIPTION

- ◆ STA-5 for Broadway Avenue East Utilities Expansion Project
- ◆ The 34 properties identified:

# of Folios	Area 2	Comments
32	Orange Blossom Lane	Fee simple, Utility easements & possible TCE
	Mockingbird Lane	Fee simple, Utility easements & possible TCE
	Dove Lane	Fee simple, Utility easements & possible TCE
	Judeth Lane	Fee simple, Utility easements & possible TCE
# of Folios	Area 3	Comments
1	Groveline Ct	Fee simple, Utility easements & possible TCE
	Harvestwood Ct	Fee simple, Utility easements & possible TCE
	Fruitful Dr	Fee simple, Utility easements & possible TCE
	Sandline Way	Fee simple, Utility easements & possible TCE
1	9041-9101 Broadway	Utility easement and TCE

ACQUISITION SERVICES: SOLICITATION OF RIGHT OF WAY (FEE SIMPLE & EASEMENTS)

- ◆ Meetings with Client & preliminary project preparation
- ◆ Parcel and Owner research and verification
- ◆ Field visits & Owner contacts
- ◆ Potential for title and closing services
- ◆ Potential for appraisal services
- ◆ Fee simple, permanent utility easement, and temporary construction easement calculations
- ◆ Solicitation of voluntary settlements for fee simple and utility easements
- ◆ Solicitation of voluntary temporary construction easements, when applicable
- ◆ Preparation and transmission of agreements
- ◆ Conduct in-person or mail-away closings
- ◆ Preparation and transmission of conveyance documents for client execution
- ◆ E-Recording of documents with County (pass-thru expense)
- ◆ File retirement

ASSUMPTIONS

- ◆ FLAA's goal is to complete voluntary acquisition as quickly as possible. Should a concern regarding the timeline arise, FLAA shall identify and make such information available to the Client.
- ◆ Project consists of voluntary acquisition of fee simple, permanent easements, and temporary construction easement.
- ◆ Subordination of encumbrances is required.
- ◆ The Client will provide deliverables to FLAA at NTP:
 - Specific need and purpose language for the area of acquisition.
 - Latest legal descriptions of required areas
 - Surveys and sketches, if available
 - Updated plans, if available
 - Historical parcel contacts & valuations
 - Documents required by the Client to convey property interests
- ◆ All fees associated with recording the conveyance documents shall be a pass-through expense.
- ◆ Business damage negotiation is not included.

SCOPE OF SERVICES & FEE PROPOSAL

SCHEDULE

- ◆ Twelve (12) Months from NTP and receipt of deliverables, not inclusive of file retirements.

FEE PROPOSAL

Not to Exceed. FLAA has developed a not to exceed price of **\$81,000.00**, to be billed hourly at the previously contracted classification rates.

There may be expenses incurred, such as for mileage. These costs are reimbursable in accordance with paragraph 4.4 of FLAA's Fixed Fee Professional Service Agreement with Collier County, incorporated as Attachment 3 of FLAA's Piggyback Agreement for Right-of-Way Acquisition Services with the Village of Estero. This cost burden should be considered acceptable due when compared to FLAA's exceptionally low contracted rates and our staffs' significant experience with similar projects.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 17, 2024

Agenda Item:

Seminole Gulf Railway Assignment and Amendment of The License Agreement

Motion to Approve the Assignment and Amendment of the License Agreement for Sandy Lane Right of Way Occupation, Drainage Pipe Construction and Maintenance agreement with Seminole Gulf Railway.

Authorize the Village Manager to execute the agreement on behalf of the Village Council.

Background:

Stormwater from the proposed Estero Entertainment project will discharge into the Seminole Gulf Railway property. The Village requires approval from Seminole Gulf Railway to discharge stormwater to their right of way.

In 2007 Lee County obtain approval to discharge stormwater from Via Coconut Point to the Seminole Gulf Railway property.

Description:

The Village applied to Seminole Gulf Railway for the proposed stormwater discharges from the Estero Entrainment project. Seminole Gulf Railway has proposed to provide approval for the Estero Entertainment Project through an Assignment and Amendment of the license agreement from Lee County to the Village of Estero. This will move the responsibility and authority to maintain the drainage improvements within the Seminole Gulf Railway property from Lee County to the Village of Estero.

The proposed agreement will expire on November 12, 2027. The license agreement will need to be renewed prior to this date.

Action Requested:

Motion to Approve the Assignment and Amendment of the License Agreement for Sandy Lane Right of Way Occupation, Drainage Pipe Construction and Maintenance agreement with Seminole Gulf Railway.

Page 1 of 2

Authorize the Village Manager to execute the agreement on behalf of the Village Council.

Process and Timeline:

Village of Estero will work to get the agreement signed by Lee County and Seminole Gulf Railway and fully executed.

Village Staff will work to get maintenance of these drainage facilities added to the Village's annual maintenance contract.

Financial Impact:

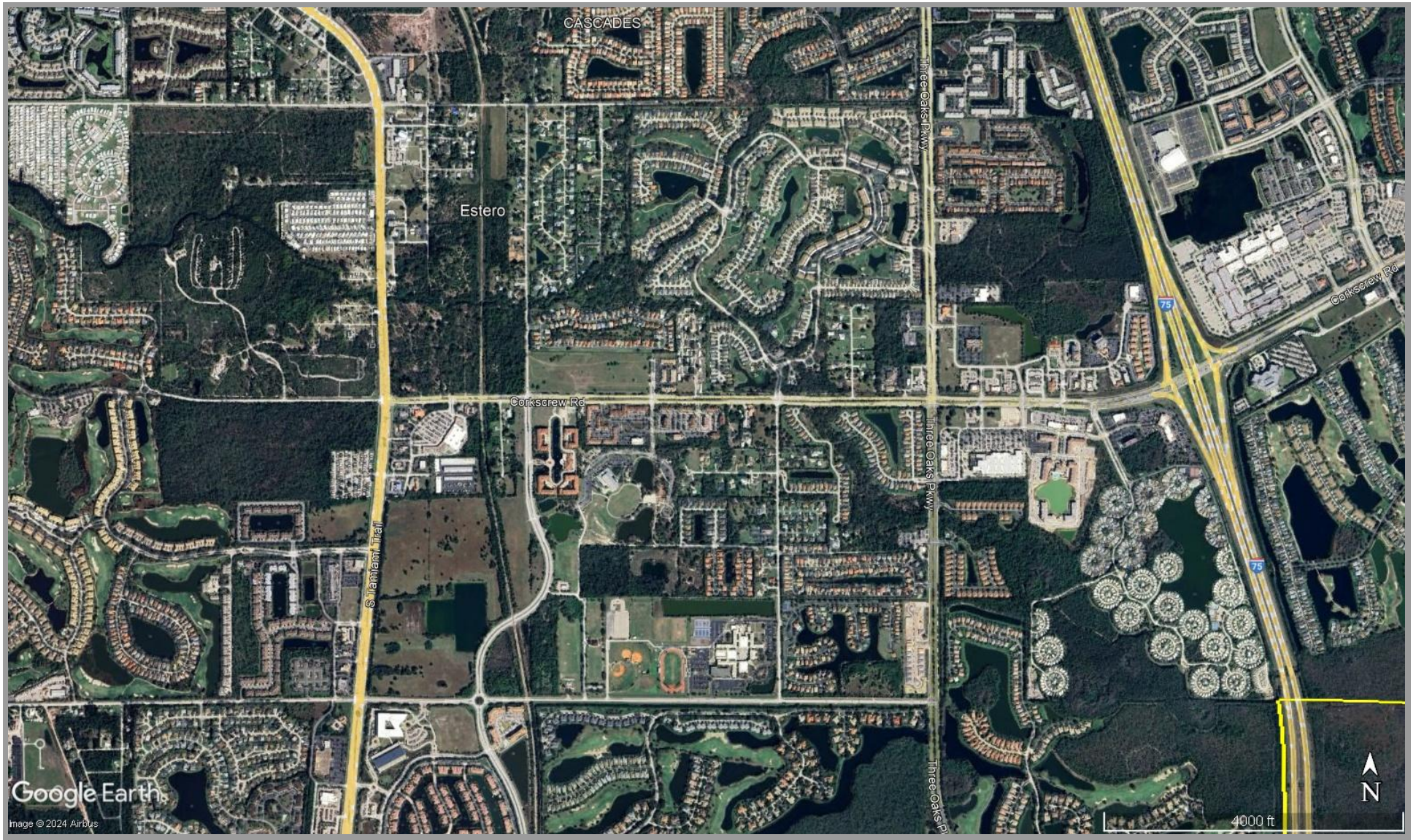
The \$7,500 application fee described in the agreement was paid as part of the permit application submittal.

The Village of Estero will incur annual costs maintaining the drainage ditch and pipes associated with this project.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Assignment and Amendment of the License Agreement
3. Lee County License Agreement



**ASSIGNMENT AND AMENDMENT OF THE
LICENSE AGREEMENT FOR SANDY LANE RIGHT-OF-WAY OCCUPATION,
DRAINAGE PIPE CONSTRUCTION AND MAINTENANCE**

This Agreement of Assignment and Amendment is made and effective this _____ day of _____, 20____ among Lee County, a political subdivision of the State of Florida, by and through the Board of County Commissioners, whose mailing address is Post Office Box 2238, Fort Myers, FL 33902, (hereinafter called the "Assignor"), and Village of Estero, whose mailing address is 9401 Corkscrew Palms Circle, Estero, FL 33928, (hereinafter called the "Assignee"), and Seminole Gulf Railway, L.P., a limited partnership under the laws of the State of Delaware, whose mailing address is 4110 Center Pointe Drive, Suite 207, Fort Myers, FL 33916 ("SGLR").

WITNESSETH:

WHEREAS, the Assignor entered into a swale and drainage pipe construction and maintenance license agreement (the "Swale") with SGLR on November 20, 2007 ("Agreement"), a copy of which is attached hereto and made a part hereof, to construct and maintain drainage pipes and use and maintain the equalizer swale and berm at approximately SGLR Mile Post AX 981.38 (Williams Road) and ending at approximately Mile Post AX 980.41 (Estero River) in Lee County; and

WHEREAS, Assignor desires to assign the Agreement to the Assignee and the Assignee is willing to assume all duties and obligations under the Agreement in accordance with the terms and conditions of this Assignment; and

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration flowing among the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor hereby grants, bargains, sells, conveys, transfers, assigns and sets over its entire rights and delegates its entire duties under the Agreement to Assignee subject to the amendments, covenants and conditions herein provided. Assignor shall remain liable for any claims, fees or other obligations arising prior to the date of execution of this Agreement by all parties.
2. Assignee hereby assumes all future obligations of Assignor under the Agreement from the date of execution by all parties; and Assignee hereby assumes the Agreement and shall hereinafter perform faithfully all of the amendments, covenants and stipulations contained therein until its termination. Assignee shall not be liable for any claims, fees or other obligations arising prior to the date of execution of this Agreement by all parties.
3. SGLR consents to the assignment of the Agreement to Assignee. This Assignment shall not be deemed to effect a novation.

4. Assignee shall upon request by SGLR furnish to SGLR the following insurance:

Any contractors employed by Assignee to perform any work on the land area relating to this Agreement shall be required to provide to SGLR a signed indemnification agreement in the form of Exhibit "C" attached hereto and made a part hereof and to also provide the following insurance:

- (a) If requested by SGLR Railroad Protective Liability Insurance written on the ISO form with a per occurrence limit of not less \$2,000,000 and an aggregate limit of not less than \$6,000,000. The policy shall name SGLR as the named insured.
- (b) Comprehensive General Liability including contractual liability with a combined single limit of \$5,000,000 aggregate. Policy shall delete any exception for work within fifty feet of a railroad and shall not exclude underground work. The policy shall name SGLR as additional insured.
- (c) Auto liability with a combined single limit of not less than \$1,000,000 with SGLR as additional insured.
- (d) Workers compensation and employer's liability insurance with limits of liability of not less than \$100,000 per person and \$500,000 per accident. The policy is to contain a waiver of subrogation in favor of SGLR.
- (e) All policies of insurance shall be endorsed to provide thirty (30) days' notice to each named insured by the insurance company before any reduction to or cancellation of the policies.
- (f) SGLR shall be furnished with the original Railroad Protective Liability Insurance Policy, certificates of insurance evidencing the coverage required, and a Signed Exhibit "C" prior to the commencement of any work by any contractor.

5. Paragraph 17 of the Agreement shall be modified as follows:

Notice Addresses for parties to this Agreement:

If to SGLR

Seminole Gulf Railway LP
Suite 207
4110 Center Pointe Drive
Fort Myers, FL 33916
Attn: President

If to Assignor

Lee County Board of County Commissioners
P. O. Box 398
Fort Myers, FL 33902
Attn: Director of Transportation and Engineering

If to Assignee

Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
Attn: Village Manager

6. In consideration of the Assignment hereby granted, Assignee shall pay SGLR, prior to execution of this Assignment, a fee of \$7,500.00 to cover SGLR's legal and administrative costs in preparing and reviewing this Assignment ("Application Fee"), receipt of which is hereby acknowledged.

7. Section 19 of the assigned Agreement shall be stricken in its entirety and the following new Section 19 shall be inserted in its place:

19.(a) This agreement shall continue for a term ending at 11:59pm November 12, 2027 at which time the Agreement shall expire.

(b) In the event the Licensee is in default of any provisions herein and Licensor is aware of that default, or at such time Licensor is made aware of such default, Licensor will give notice to Licensee thereof and provide Licensee a reasonable time to cure the default. If after such reasonable time Licensee fails to cure the default, Licensor may serve Licensee written notice terminating this Agreement. Upon the termination date set by Licensor in such notice all rights extended to licensee herein shall terminate.

SIGNATURES ON NEXT PAGE

- 3 -

IN WITNESS, WHEREOF, the Parties have executed this Agreement by their duly authorized officials on the date first above written.

WITNESSES FOR SGLR:

SEMINOLE GULF RAILWAY, L.P.

Signature

By its General Partner,
SEMINOLE GULF RAILWAY, INC.

Print Name

By: _____
G. Bruce Fay
President

WITNESSES FOR ASSIGNOR:
CLERK OF COURTS

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Chair

Print Name

Print Name

WITNESSES FOR ASSIGNEE:

VILLAGE OF ESTERO a political
subdivision of the State of Florida

Signature

By: _____

Print Name

Its: _____

EXHIBIT "C"**RELEASE AND INDEMNIFICATION**

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway L.P., a Delaware limited partnership ("SGLR") to enter upon the property of SGLR in the performance of the contract between the undersigned contractor (the "CONTRACTOR") and Village of Estero, a political subdivision of the State of Florida ("VILLAGE"), with respect to any improvements or maintenance of leased premises and the usual appurtenances including curbs, drainage facilities and sidewalks which cross the railroad lines of SGLR (the "Roadway") pursuant to the Easement Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with the obligations of VILLAGE with respect to construction of the ROADWAY under the Agreement, including, without limitation, the provisions of Paragraph 2 thereof.
2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of SGLR, regardless of SGLR's fault or negligence.
3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and CSX Transportation, Inc. ("CSXT") and their respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR or CSXT may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including SGLR, CSXT and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on SGLR's property by the undersigned, regardless of the fault, failure or negligence of SGLR or CSXT.
4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on SGLR's property, together with One Dollar (\$1.00) in hand paid by SGLR to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.
5. CONTRACTOR agrees to obtain the insurance specified in paragraph 5 of the Agreement. If any such insurance shall be provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 5 of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the Roadway. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Roadway.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this ____ day of _____, 20____.

ATTEST:

CONTRACTOR:

By: _____

By: _____

Title: _____

Title: _____

SGLR 0456

LICENSE AGREEMENT FOR
SANDY LANE RIGHT-OF-WAY OCCUPATION, DRAINAGE PIPE
CONSTRUCTION AND MAINTENANCE

THIS License AGREEMENT is made this 20th day of November 2007 between SEMINOLE GULF RAILWAY, L.P., a Delaware Limited Partnership ("licensor") and LEE COUNTY, a political subdivision of the State of Florida ("licensee").

WHEREAS, Licensor owns the track and other Rail Facilities (the "Rail Facilities") comprising its main line of railroad; and

WHEREAS, the Rail Facilities occupy the right-of-way owned by CSX Transportation, Inc. ("CSXT") and leased to Licensor under a lease agreement dated as of November 13, 1987 (the "Lease Agreement"); and

WHEREAS, Licensor has agreed to grant Licensee a License to maintain and use, for the purpose of conducting stormwater, within the railroad right-of-way through pipes placed at approximately 90 degree angles as follows: (a) one 30" RCP outfall pipe that conducts water into a swale (located at approximately Railroad Milepost AX 981.28, of the Arcadia-Vanderbilt Beach Line at Estero, Florida); (b) two 24" concrete pipes encased in 42" steel casement pipes that cross the right of way and track (located at approximately Railroad Milepost AX 981.28; (c) one 18" RCP outfall pipe to conduct water into a swale (located at approximately Railroad Milepost AX 981.23); and (d) one 29 X 45" RCP outfall pipe (located at approximately Railroad Milepost AX 980.89) and;

WHEREAS, Licensor has agreed to grant Licensee a License to use and maintain, an equalizer swale and berm, 6442' long (linear) X 30" wide within the Railroad right-of-way, that runs parallel with Licensor's tracks between Railroad Milepost AX 981.38 (Williams Road) and the Railroad Milepost AX 980.41 (Estero River), the total right-of-way encumbered by the equalizer swale and berm is approximately 913,260 square feet and;

WHEREAS, the pipe installations, equalizer swale and berm, and appurtenances supporting the surface water management facility are hereinafter referred to as the "Utility"; and

WHEREAS, Licensor is willing to accord to Licensee a License to use and maintain the Utility, upon and subject to the terms, conditions and limitations set forth in this License Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Licensor, insofar as it has the legal right to do so and in consideration of

Revised October 1, 2007 HN

C.15.C.
11/20/07

the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits Licensee to improve, use, maintain, repair, renew, and ultimately remove the Utility across, under and parallel to said tracks, right-of-way and property of Licensor at the location shown on Exhibit A attached hereto and made a part hereof.

2. Licensee will pay Licensor within 30 days of receipt of billing for the installation and maintenance of signs, markings and other traffic control devices as may be required by Licensor, public authority or regulation not otherwise installed by Licensor directly at its own cost.

3. Affect of Exhibit A; Activity allowed in the License Area.

- (a) The Utility is public and will be located, constructed and maintained in exact accordance with Exhibit A. No departure may be made from Exhibit A without Licensor's prior written permission; provided, however, if any commission or other regulatory body having jurisdiction, has regulated the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then Licensee must comply with these regulations after providing prior notice to Licensor as to the required departure from Exhibit A.
- (b) This Agreement allows for stormwater drainage and structures as indicated in Exhibit "A". Drainage and structures are limited to those present as of the execution of this Agreement. No additional drainage, drainage pipes or structures, of any kind, from future construction, developments, or projects including future drainage added to the structures and ponds as shown in Exhibit "A", or from any property abutting or adjacent to the Railroad right-of-way, will be permitted under the terms of this License Agreement.
- (c) Supervision over the location of the construction work, inspection of the maintenance, repair, alteration, renewal, relocation and removal of the Utility is subject to the approval of Licensor, or its successors or assigns, whose approval or disapproval will not be unreasonably withheld or delayed.
- (d) The construction, maintenance, repair, alteration or removal of the Utility will be done under such general conditions, including access to the site, as will be satisfactory to the Licensor, and as will not interfere with the proper and safe use, operation and enjoyment of the property by Licensor, or its successors or assigns.
- (e) Licensor's right of supervision over the location of the construction or

Revised October 1, 2007 HN

maintenance work and inspection of the Utility from time to time thereafter extends for such distance on each side of the Utility, as may, in Licensor's judgment, be necessary to support and sustain the tracks and roadbed of Licensor.

4. Railroad Flagmen.

- (a) Licensee, at its own cost and expense, when performing any work in connection with the Utility must request Licensor to furnish any necessary inspectors, flagmen or watchmen for the protection of any person or property, including persons not parties hereto and their property. Licensor must be notified at least three weeks in advance of the performance of any work in connection with the Utility.
- (b) In addition to, but not in limitation of any of the foregoing provisions, if at any time Licensor deems it necessary to place inspectors, flagmen, or watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal of the Utility, Licensor has the right to place such inspectors, flagmen, or watchmen, or other persons at the sole cost and expense of the Licensee. Upon receipt of a bill from Licensor, Licensee will promptly pay the Licensor the full cost and expense of such inspectors, flagmen, or watchmen. The furnishing or failure to furnish inspectors, flagmen, or watchmen or other persons by Licensor under this paragraph, however, will not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement, including its obligations under Section 8 hereof.

5. If Licensee desires or is required by Licensor to revise, renew, add to, alter or relocate the Utility in any manner whatsoever, Licensee will submit plans to Licensor for review and approval before any work or alteration of the structure is performed. Licensee's plans will comply with Chapter 1, Part 5 N Pipelines of the American Railway Engineering Association Manual For Railway Engineering. Licensor reserves the right to make reasonable adjustments in its charges in connection with any such work, and those charges will be consistent with those customary in the industry for similar services.

6. Licensee is obligated to perform maintenance or renewal of the Utility as is required for the safe operation and maintenance of the properties of Licensor and its lessees. Upon written notice from Licensor, Licensee must promptly make reasonable repairs and renewals as required by Licensor. However, if necessary to protect the property, traffic, patrons or employees of Licensor, or any other person, from damage or injury, Licensor may with notice, or without notice in the event of an emergency or failure to contact Licensee, make repairs and renewals within the License Area that

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Licensors deems adequate and necessary, all at the sole cost and expense of Licensee. The costs incurred by Licensors pursuant to this section will be promptly reimbursed to Licensors by Licensee upon written demand.

7. The burden of obtaining all permits and approvals that may be necessary or appropriate is upon Licensee and will be at the sole risk, cost and expense of Licensee whose responsibility it is to comply with all Federal, State, and Local laws and assume all cost, expense and responsibility in connection therewith, without any liability whatsoever on the part of the Licensors, and Licensee hereby agrees to indemnify, protect and save harmless Licensors therefrom, to the extent permitted by Florida law and in accord with paragraph 8.

8. Insurance.

- (a) The sole responsibility for protecting the Utility from the standpoint of safety and the duty to police the Utility rests exclusively on Licensee at all times and under all circumstances. Licensee will take or cause to be taken such precautionary measures as may be necessary to avoid injury to or death of persons or damage to or destruction of property at the Utility. In addition, Licensee must erect, maintain, and renew, at the sole cost and expense of Licensee, appropriate signs or notices, satisfactory to Licensors, and consistent with Federal and State standards to alert the public to the existence of the Utility.
- (b) If Licensors should at any time, and from time to time, request Licensee to take any other reasonable measures to protect the Utility (either new or additional), Licensee, at its sole cost and expense, will promptly cause the measures requested and directed by Licensors to be taken. In the event Licensee fails promptly to do so, Licensors may, at its option, take such measures, and Licensee hereby agrees to pay in the first instance or to reimburse Licensors for the cost and expense thereof.
- (c) Licensee's obligation to indemnify Licensors Entities may not be construed to protect Licensors Entities from their own negligence, and is subject to the limitation set forth in Section 768.28 Florida Statutes; provided, however, if Licensee, at its sole discretion purchases insurance covering the said liability with limits in excess of the statutory limits, Licensee's obligation will extend up to but may not exceed the limits of that insurance. Notwithstanding any provision contained herein, Licensee agrees to reimburse Licensors and CSXT for all cost and expenses for any damage, including settlement, to the land and/or facilities of Licensors and CSXT resulting from Licensee's use of the Utility.
- (d) In conformance with Section 725.06 Florida Statutes, to the extent it

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applies to this indemnity, the specific consideration given for the promises of the Licensee set forth in this License Agreement is the right granted to Licensee to continue to use the Utility, together with One Dollar (\$1.00) in hand paid by Licensor to Licensee, receipt whereof is hereby acknowledged and the adequacy of which Licensee accepts as completely fulfilling the obligations of Licensor under the requirements of Section 725.06 Florida Statutes.

- (e) Any contractors employed by Lee County to perform any work on the land area relating to this License or any work relating to any other provisions of this License will be required by County to sign the indemnification agreement attached hereto as Exhibit "B", and to provide the following insurance:
 - (1) Any contractor employed by the County must agree to carry, with respect to the operations it or any of its subcontractors performs on or about the right-of-way of the Seminole Gulf Railway, the following insurance coverage: Railroad protective liability insurance with per occurrence limit of not less than Six Million Dollars (\$6,000,000) written on the ISO form. The policy must contain NO exclusions. The policy is to name Licensor, as the named insured, and CSX Transportation, Inc. as additional insured.
 - (2) Comprehensive liability including contractual liability with a combined single limit of Five Million Dollars (\$5,000,000) aggregate. Policy must delete exception for "WORK WITHIN FIFTY FEET OF A RAILROAD" and shall not exclude "UNDERGROUND WORK".
 - (3) Auto liability with a combined single limit of not less than One Million Dollars (\$1,000,000) with Licensor and CSX Transportation, Inc. as named additional insured.
 - (4) Workers compensation and employers liability with limits of liability of not less than One Hundred Thousand Dollars (\$100,000) per person and Five Hundred Thousand Dollars (\$500,000) per accident. The policy is to contain a waiver of subrogation against Licensor and CSX Transportation, Inc.
 - (5) Such policies of insurance must be endorsed to provide 30 days' notice to each name Insured by the insurance company before any reduction to or cancellation of the policies. Licensor must be furnished with a certificate of insurance for the coverage provided for herein indicating conformance to the foregoing.

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PLEASE NOTE: Seminole Gulf Railway must have the actual Policy for "Railroad Protective Liability Insurance" in hand prior to the commencement of any work.

- (f) Licensee is currently self-insured. If at any time during the term of this License Agreement Licensee fails to maintain its formal self-insured status, it will obtain insurance coverage as outlined in paragraph 8 (e) above.

9. Licensee is responsible for any settlement caused to the roadbed, right-of-way/or tracks, facilities and appurtenances of Licensor, arising solely or as a result of the Utility, and Licensee agrees to pay to Licensor, on demand, the full cost and expense of repairing or restoring Licensor's facilities.

10. Upon termination of this License Agreement or upon the removal or abandonment of the Utility, all the rights of the Licensee hereunder will cease and terminate, and this instrument will terminate without any liability on the part of either party to the other party except as to any charges and liability accrued prior thereto; and, the obligation of Licensee, at Licensor's request, to remove its Utility from Licensor's property. All property of Licensor must be restored in good condition and to the satisfaction of the Licensor. If Licensee fails or refuses to remove its Utility and appurtenances under the foregoing conditions, Licensor will have the right to do so at the cost and expense of Licensee.

11. As part of the consideration of this License Agreement, Licensee covenants and agrees that no County assessments, taxes or property charges of any kind will be made against Licensor or its property by reason of this Agreement or the existence of the Utility. Licensee further covenants and agrees to pay Licensor, promptly upon receipt of itemized bills rendered therefore, the full amount of any assessments, taxes including if applicable, but not limited to, sales and use taxes or charges of any kind which may be levied, charged, assessed or imposed against Licensor or its respective property by reason of the construction and maintenance of the Utility or any fees or charges related thereto.

12. Assignment

- (a) The rights conferred under this Agreement are the privilege of Licensee only, and no assignment or transfer may be made without the prior consent and written agreement of Licensor.
- (b) In the event Licensee desires to transfer the Utility to any other person, firm or corporation or government entity, Licensee must provide 30 days' prior written notice of the intent to transfer to Licensor. Upon receipt of

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such notice, Licensor may terminate this Agreement immediately upon notice delivered to Licensee unless such transfer provides that the receiving entity will assume without limitation all obligations of the Licensee under this License Agreement.

- (c) Despite any transfer of this License by Licensee in violation of this Agreement, Licensee will retain all liability including that which would otherwise be transferred to the Assignee of the License.

13. All costs and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation or removal of the Utility will be borne by Licensee. In the event of any work being performed or materials furnished by Licensor pursuant to the Utility as provided for herein, Licensee agrees to pay to Licensor the cost of materials, plus the current overhead percentages as developed by Licensor for storage, handling, transportation, purchasing and other related material, management expenses, and labor including, but not limited to, fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges will be applied at the rates of the Licensor in effect at the time the work is performed by employees or contractors of Licensor. Licensee agrees to pay such bills within 30 days of the presentation of such bills by Licensor.

Expansion of railroad tracks and relocation of Utility.

- (a) Licensee is solely responsible for the cost and expense of relocating the Utility improvements within the Leased Parcel or Rail Facility in the event Licensor provides written notice of Licensor's intent to sell or dispose of the "Rail Facilities" or to relinquish its rights relative to the "Lease Agreement", make grade changes, realign, reconstruct or expand the railroad tracks or railroad facility upon the lands owned, now or in the future, by Licensor and subject to this Agreement. Licensee will have at least 30 days, or longer if, exercising due diligence and additional time is deemed necessary to procure all necessary governmental permits, and change the location of the Utility insofar as it is located over, upon or in the Leased Property or Rail Facilities. If the Utility is relocated within the railroad right-of-way, then the relocation must comply with the terms and conditions of this Agreement with respect to the original construction except as to location of the Utility. In the event of the lease, sale or disposal of the Leased Property or Rail Facilities or any part thereof affected by this License, then Licensee shall make such adjustments or relocations in the portion of the Utility over, upon, or in the Leased Property and Rail Facilities of the Licensor as may be required by Licensor or any of its grantees. If Licensee fails or refuses to comply with this

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provision, then Licensor may make such repairs or adjustments or changes in location and provide necessary material therefore, at the sole cost and expense of Licensee.

- (b) Licensor reserves the right at any time, if it so desires, to construct an additional track or tracks across that portion of the Utility located on Licensor's property; in such event, Licensee, at its sole cost and expense, will relocate, extend, or encase the Utility as directed by Licensor to avoid interference with the new track alignment. Licensee also has the option to remove the Utility completely from the leased parcel and terminate this lease, provided Licensee restores the property.

15. The burden of obtaining all permits and approvals that may be necessary or appropriate is upon Licensee and will be at the sole risk, cost and expense of Licensee whose responsibility it is to comply with all Federal, State, and Local laws and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Licensor, and Licensee, and Licensee hereby agrees to indemnify, protect and save harmless Licensor therefrom, to the extent permitted by Florida law.

16. The terms of this License Agreement are binding and effective upon the parties hereto, and unless and until terminated, as hereinbefore provided, this License Agreement inure to the benefit of and is binding upon the parties hereto, their successors and assigns, subject however, to the provisions of Section 12. Notwithstanding the foregoing, the parties confirm that the Utility is a public utility.

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17. All notices that are or may be required to be given, or served or sent by any party to the other parties pursuant to this License Agreement must be in writing and will be deemed properly given or sent, if hand delivered or mailed by registered or certified mail, return receipt requested, with postage prepaid. Each notice, if mailed as indicated, will be deemed sufficiently given, served or sent for all purposes at the time such notice is deposited in the mail properly addressed and, in any event, upon receipt by the addressee. Until any party notifies the others of any new address, notices must be addressed as follows:

If to Licensor:

Seminole Gulf Railway, L.P.
4110 Centerpointe Drive
Suite 207
Fort Myers, Florida 33916
Attn.: Manager, Engineering & Real Estate
Phone: (239) 275-6060

If to Licensee:

Lee County Government
Board of County Commissioners
PO Box 398
Fort Myers, FL 33902-0398
Attn: Public Works Director, and
Director, Department of Transportation

18. Licensee understands that this Agreement does not allow Licensee to install or permit installation of any other utility within the limits of the Utility.

19. This Agreement will continue for the term of the Licensor's Agreement with CSXT. However, Licensor may terminate this Agreement prior to the termination of its Lease with CSXT if Licensee is in default of any of the provisions of this Agreement. In the event Licensee is in default of any of the provisions herein and Licensor is aware of that default, or at such time as Licensor is made aware of that default, Licensor will give Licensee notice thereof and a reasonable opportunity to cure the default. If after a reasonable time Licensee fails to cure the default, or take reasonable steps to cure the default, Licensor will give Licensee written notice of its intent to terminate this Agreement 30 days following receipt of the written notice and this Agreement, and all rights and obligations herein, will terminate.

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IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed and delivered as of the day and year first above written.

WITNESSES FOR LICENSOR:

By: Isabel H. Conley

SEMINOLE GULF RAILWAY, L.P.
By it's General Partner,
SEMINOLE GULF RAILWAY, INC.

By: Harry E. Neeves
Harry E. Neeves
Vice President, Real Estate
And Public Projects



Attest: Charlie Green, Clerk

By: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY
COMMISSIONERS
Clerk Of The Courts
LEE COUNTY, FLORIDA

By: [Signature]
Chairman

APPROVED AS TO FORM:

By: [Signature]
County Attorney

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ACKNOWLEDGMENT OF
SEMINOLE GULF RAILWAY, L.P.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of October,
2007 by Harry E. Neeves, who is personally known to me.

Virginia M. Gibens Seal
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Virginia M. Gibens
Commission #DD712183
Expires: SEP. 20, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

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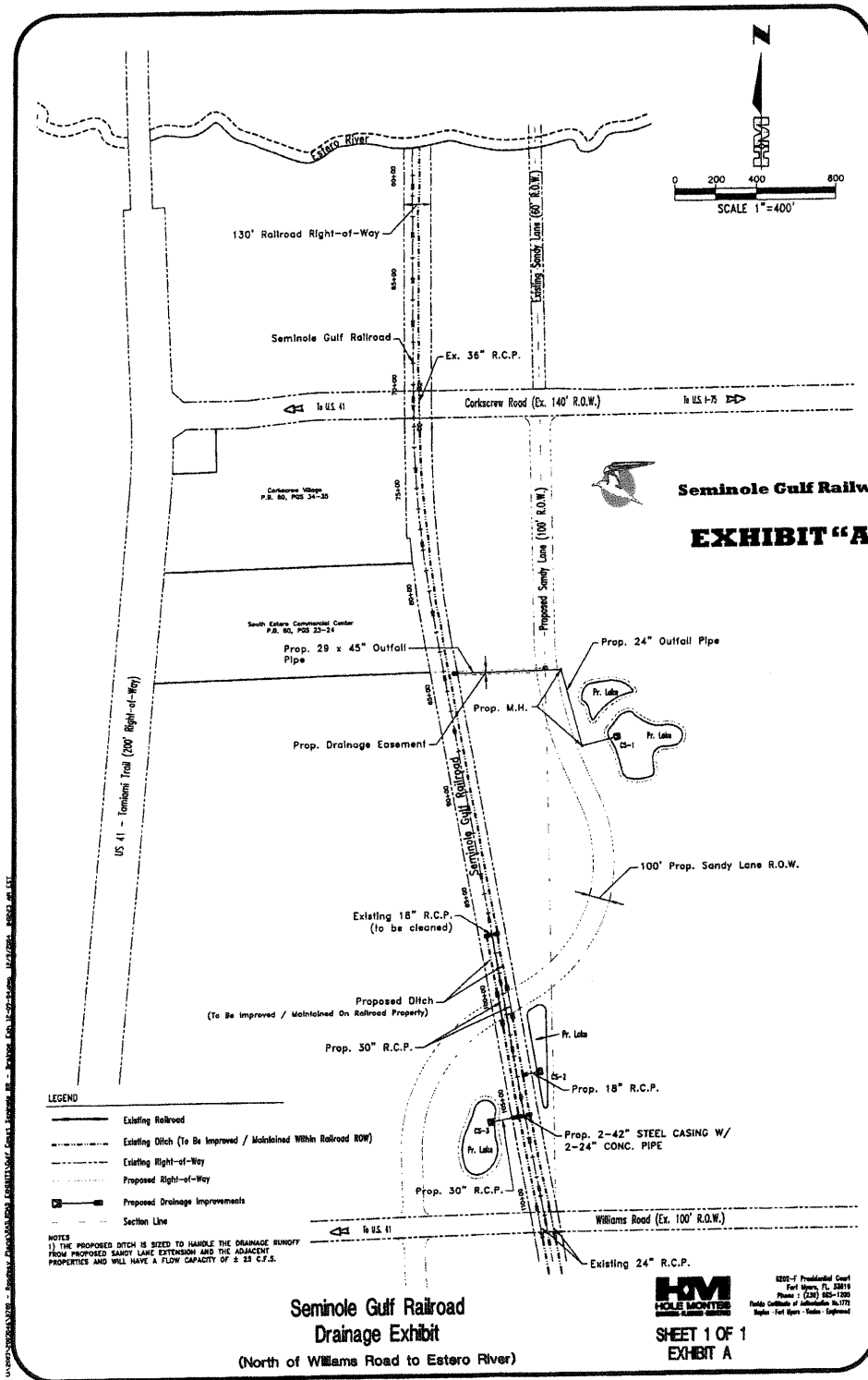


EXHIBIT "B"
RELEASE AND INDEMNIFICATION

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway L.P., a Delaware limited partnership ("Licensor") to enter upon the property of Licensor in the performance of the contract between the undersigned contractor (the "CONTRACTOR") and Lee County, Florida ("Licensee"), with respect to the construction which traverses the railroad lines of Licensor (the "Construction") pursuant to the License Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with all the obligations of Licensee with respect to construction and maintenance of the Utility under the Agreement, including, without limitation, the provisions of Paragraph 2 thereof.

2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of Licensor, regardless of Licensor's fault or negligence.

3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless Licensor and CSX Transportation, Inc. ("CSXT") and their respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which Licensor or CSXT may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including Licensor, CSXT and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on Licensor's property by the undersigned, regardless of the fault, failure or negligence of Licensor or CSXT.

4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on Licensor's property, together with One Dollar (\$1.00) in hand paid by Licensor to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of Licensor under the requirements of Section 725.06 Florida Statutes.

5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(e) of the Agreement. If insurance is provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(e) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Utility. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Utility.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this ____ day of _____, 200__.

ATTEST:

CONTRACTOR:

By: _____

Title: _____

Title: _____

SGLR 0456

LICENSE AGREEMENT FOR
SANDY LANE RIGHT-OF-WAY OCCUPATION, DRAINAGE PIPE
CONSTRUCTION AND MAINTENANCE

THIS License AGREEMENT is made this 20th day of ~~November~~ 2007 between SEMINOLE GULF RAILWAY, L.P., a Delaware Limited Partnership ("licensor") and LEE COUNTY, a political subdivision of the State of Florida ("licensee").

WHEREAS, Licensor owns the track and other Rail Facilities (the "Rail Facilities") comprising its main line of railroad; and

WHEREAS, the Rail Facilities occupy the right-of-way owned by CSX Transportation, Inc. ("CSXT") and leased to Licensor under a lease agreement dated as of November 13, 1987 (the "Lease Agreement"); and

WHEREAS, Licensor has agreed to grant Licensee a License to maintain and use, for the purpose of conducting stormwater, within the railroad right-of-way through pipes placed at approximately 90 degree angles as follows: (a) one 30" RCP outfall pipe that conducts water into a swale (located at approximately Railroad Milepost AX 981.28, of the Arcadia-Vanderbilt Beach Line at Estero, Florida); (b) two 24" concrete pipes encased in 42" steel casement pipes that cross the right of way and track (located at approximately Railroad Milepost AX 981.28; (c) one 18" RCP outfall pipe to conduct water into a swale (located at approximately Railroad Milepost AX 981.23); and (d) one 29 X 45" RCP outfall pipe (located at approximately Railroad Milepost AX 980.89) and;

WHEREAS, Licensor has agreed to grant Licensee a License to use and maintain, an equalizer swale and berm, 6442' long (linear) X 30" wide within the Railroad right-of-way, that runs parallel with Licensor's tracks between Railroad Milepost AX 981.38 (Williams Road) and the Railroad Milepost AX 980.41 (Estero River), the total right-of-way encumbered by the equalizer swale and berm is approximately 913,260 square feet and;

WHEREAS, the pipe installations, equalizer swale and berm, and appurtenances supporting the surface water management facility are hereinafter referred to as the "Utility"; and

WHEREAS, Licensor is willing to accord to Licensee a License to use and maintain the Utility, upon and subject to the terms, conditions and limitations set forth in this License Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Licensor, insofar as it has the legal right to do so and in consideration of

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C.15.c.
11/20/07

the covenants and conditions hereinafter stated on the part of the Licensee to be kept and performed, hereby permits Licensee to improve, use, maintain, repair, renew, and ultimately remove the Utility across, under and parallel to said tracks, right-of-way and property of Licensor at the location shown on Exhibit A attached hereto and made a part hereof.

2. Licensee will pay Licensor within 30 days of receipt of billing for the installation and maintenance of signs, markings and other traffic control devices as may be required by Licensor, public authority or regulation not otherwise installed by Licensor directly at its own cost.

3. Affect of Exhibit A; Activity allowed in the License Area.

- (a) The Utility is public and will be located, constructed and maintained in exact accordance with Exhibit A. No departure may be made from Exhibit A without Licensor's prior written permission; provided, however, if any commission or other regulatory body having jurisdiction, has regulated the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then Licensee must comply with these regulations after providing prior notice to Licensor as to the required departure from Exhibit A.
- (b) This Agreement allows for stormwater drainage and structures as indicated in Exhibit "A". Drainage and structures are limited to those present as of the execution of this Agreement. No additional drainage, drainage pipes or structures, of any kind, from future construction, developments, or projects including future drainage added to the structures and ponds as shown in Exhibit "A", or from any property abutting or adjacent to the Railroad right-of-way, will be permitted under the terms of this License Agreement.
- (c) Supervision over the location of the construction work, inspection of the maintenance, repair, alteration, renewal, relocation and removal of the Utility is subject to the approval of Licensor, or its successors or assigns, whose approval or disapproval will not be unreasonably withheld or delayed.
- (d) The construction, maintenance, repair, alteration or removal of the Utility will be done under such general conditions, including access to the site, as will be satisfactory to the Licensor, and as will not interfere with the proper and safe use, operation and enjoyment of the property by Licensor, or its successors or assigns.
- (e) Licensor's right of supervision over the location of the construction or

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maintenance work and inspection of the Utility from time to time thereafter extends for such distance on each side of the Utility, as may, in Licensor's judgment, be necessary to support and sustain the tracks and roadbed of Licensor.

4. Railroad Flagmen.

- (a) Licensee, at its own cost and expense, when performing any work in connection with the Utility must request Licensor to furnish any necessary inspectors, flagmen or watchmen for the protection of any person or property, including persons not parties hereto and their property. Licensor must be notified at least three weeks in advance of the performance of any work in connection with the Utility.
- (b) In addition to, but not in limitation of any of the foregoing provisions, if at any time Licensor deems it necessary to place inspectors, flagmen, or watchmen for the protection of any person or property, during the construction, maintenance, repair, alteration, renewal, or removal of the Utility, Licensor has the right to place such inspectors, flagmen, or watchmen, or other persons at the sole cost and expense of the Licensee. Upon receipt of a bill from Licensor, Licensee will promptly pay the Licensor the full cost and expense of such inspectors, flagmen, or watchmen. The furnishing or failure to furnish inspectors, flagmen, or watchmen or other persons by Licensor under this paragraph, however, will not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement, including its obligations under Section 8 hereof.

5. If Licensee desires or is required by Licensor to revise, renew, add to, alter or relocate the Utility in any manner whatsoever, Licensee will submit plans to Licensor for review and approval before any work or alteration of the structure is performed. Licensee's plans will comply with Chapter 1, Part 5 N Pipelines of the American Railway Engineering Association Manual For Railway Engineering. Licensor reserves the right to make reasonable adjustments in its charges in connection with any such work, and those charges will be consistent with those customary in the industry for similar services.

6. Licensee is obligated to perform maintenance or renewal of the Utility as is required for the safe operation and maintenance of the properties of Licensor and its lessees. Upon written notice from Licensor, Licensee must promptly make reasonable repairs and renewals as required by Licensor. However, if necessary to protect the property, traffic, patrons or employees of Licensor, or any other person, from damage or injury, Licensor may with notice, or without notice in the event of an emergency or failure to contact Licensee, make repairs and renewals within the License Area that

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Licensors deems adequate and necessary, all at the sole cost and expense of Licensee. The costs incurred by Licensors pursuant to this section will be promptly reimbursed to Licensors by Licensee upon written demand.

7. The burden of obtaining all permits and approvals that may be necessary or appropriate is upon Licensee and will be at the sole risk, cost and expense of Licensee whose responsibility it is to comply with all Federal, State, and Local laws and assume all cost, expense and responsibility in connection therewith, without any liability whatsoever on the part of the Licensors, and Licensee hereby agrees to indemnify, protect and save harmless Licensors therefrom, to the extent permitted by Florida law and in accord with paragraph 8.

8. Insurance.

- (a) The sole responsibility for protecting the Utility from the standpoint of safety and the duty to police the Utility rests exclusively on Licensee at all times and under all circumstances. Licensee will take or cause to be taken such precautionary measures as may be necessary to avoid injury to or death of persons or damage to or destruction of property at the Utility. In addition, Licensee must erect, maintain, and renew, at the sole cost and expense of Licensee, appropriate signs or notices, satisfactory to Licensors, and consistent with Federal and State standards to alert the public to the existence of the Utility.
- (b) If Licensors should at any time, and from time to time, request Licensee to take any other reasonable measures to protect the Utility (either new or additional), Licensee, at its sole cost and expense, will promptly cause the measures requested and directed by Licensors to be taken. In the event Licensee fails promptly to do so, Licensors may, at its option, take such measures, and Licensee hereby agrees to pay in the first instance or to reimburse Licensors for the cost and expense thereof.
- (c) Licensee's obligation to indemnify Licensors Entities may not be construed to protect Licensors Entities from their own negligence, and is subject to the limitation set forth in Section 768.28 Florida Statutes; provided, however, if Licensee, at its sole discretion purchases insurance covering the said liability with limits in excess of the statutory limits, Licensee's obligation will extend up to but may not exceed the limits of that insurance. Notwithstanding any provision contained herein, Licensee agrees to reimburse Licensors and CSXT for all cost and expenses for any damage, including settlement, to the land and/or facilities of Licensors and CSXT resulting from Licensee's use of the Utility.
- (d) In conformance with Section 725.06 Florida Statutes, to the extent it

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applies to this indemnity, the specific consideration given for the promises of the Licensee set forth in this License Agreement is the right granted to Licensee to continue to use the Utility, together with One Dollar (\$1.00) in hand paid by Licensor to Licensee, receipt whereof is hereby acknowledged and the adequacy of which Licensee accepts as completely fulfilling the obligations of Licensor under the requirements of Section 725.06 Florida Statutes.

- (e) Any contractors employed by Lee County to perform any work on the land area relating to this License or any work relating to any other provisions of this License will be required by County to sign the indemnification agreement attached hereto as Exhibit "B", and to provide the following insurance:
 - (1) Any contractor employed by the County must agree to carry, with respect to the operations it or any of its subcontractors performs on or about the right-of-way of the Seminole Gulf Railway, the following insurance coverage: Railroad protective liability insurance with per occurrence limit of not less than Six Million Dollars (\$6,000,000) written on the ISO form. The policy must contain NO exclusions. The policy is to name Licensor, as the named insured, and CSX Transportation, Inc. as additional insured.
 - (2) Comprehensive liability including contractual liability with a combined single limit of Five Million Dollars (\$5,000,000) aggregate. Policy must delete exception for "WORK WITHIN FIFTY FEET OF A RAILROAD" and shall not exclude "UNDERGROUND WORK".
 - (3) Auto liability with a combined single limit of not less than One Million Dollars (\$1,000,000) with Licensor and CSX Transportation, Inc. as named additional insured.
 - (4) Workers compensation and employers liability with limits of liability of not less than One Hundred Thousand Dollars (\$100,000) per person and Five Hundred Thousand Dollars (\$500,000) per accident. The policy is to contain a waiver of subrogation against Licensor and CSX Transportation, Inc.
 - (5) Such policies of insurance must be endorsed to provide 30 days' notice to each named Insured by the insurance company before any reduction to or cancellation of the policies. Licensor must be furnished with a certificate of insurance for the coverage provided for herein indicating conformance to the foregoing.

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PLEASE NOTE: Seminole Gulf Railway must have the actual Policy for "Railroad Protective Liability Insurance" in hand prior to the commencement of any work.

- (f) Licensee is currently self-insured. If at any time during the term of this License Agreement Licensee fails to maintain its formal self-insured status, it will obtain insurance coverage as outlined in paragraph 8 (e) above.

9. Licensee is responsible for any settlement caused to the roadbed, right-of-way/or tracks, facilities and appurtenances of Licensor, arising solely or as a result of the Utility, and Licensee agrees to pay to Licensor, on demand, the full cost and expense of repairing or restoring Licensor's facilities.

10. Upon termination of this License Agreement or upon the removal or abandonment of the Utility, all the rights of the Licensee hereunder will cease and terminate, and this instrument will terminate without any liability on the part of either party to the other party except as to any charges and liability accrued prior thereto; and, the obligation of Licensee, at Licensor's request, to remove its Utility from Licensor's property. All property of Licensor must be restored in good condition and to the satisfaction of the Licensor. If Licensee fails or refuses to remove its Utility and appurtenances under the foregoing conditions, Licensor will have the right to do so at the cost and expense of Licensee.

11. As part of the consideration of this License Agreement, Licensee covenants and agrees that no County assessments, taxes or property charges of any kind will be made against Licensor or its property by reason of this Agreement or the existence of the Utility. Licensee further covenants and agrees to pay Licensor, promptly upon receipt of itemized bills rendered therefore, the full amount of any assessments, taxes including if applicable, but not limited to, sales and use taxes or charges of any kind which may be levied, charged, assessed or imposed against Licensor or its respective property by reason of the construction and maintenance of the Utility or any fees or charges related thereto.

12. Assignment

- (a) The rights conferred under this Agreement are the privilege of Licensee only, and no assignment or transfer may be made without the prior consent and written agreement of Licensor.
- (b) In the event Licensee desires to transfer the Utility to any other person, firm or corporation or government entity, Licensee must provide 30 days' prior written notice of the intent to transfer to Licensor. Upon receipt of

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such notice, Licensor may terminate this Agreement immediately upon notice delivered to Licensee unless such transfer provides that the receiving entity will assume without limitation all obligations of the Licensee under this License Agreement.

- (c) Despite any transfer of this License by Licensee in violation of this Agreement, Licensee will retain all liability including that which would otherwise be transferred to the Assignee of the License.

13. All costs and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation or removal of the Utility will be borne by Licensee. In the event of any work being performed or materials furnished by Licensor pursuant to the Utility as provided for herein, Licensee agrees to pay to Licensor the cost of materials, plus the current overhead percentages as developed by Licensor for storage, handling, transportation, purchasing and other related material, management expenses, and labor including, but not limited to, fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers' liability insurance, public liability insurance, and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges will be applied at the rates of the Licensor in effect at the time the work is performed by employees or contractors of Licensor. Licensee agrees to pay such bills within 30 days of the presentation of such bills by Licensor.

Expansion of railroad tracks and relocation of Utility.

- (a) Licensee, is solely responsible for the cost and expense of relocating the Utility improvements within the Leased Parcel or Rail Facility in the event Licensor provides written notice of Licensor's intent to sell or dispose of the "Rail Facilities" or to relinquish its rights relative to the "Lease Agreement", make grade changes, realign, reconstruct or expand the railroad tracks or railroad facility upon the lands owned, now or in the future, by Licensor and subject to this Agreement. Licensee will have at least 30 days, or longer if, exercising due diligence and additional time is deemed necessary to procure all necessary governmental permits, and change the location of the Utility insofar as it is located over, upon or in the Leased Property or Rail Facilities. If the Utility is relocated within the railroad right-of-way, then the relocation must comply with the terms and conditions of this Agreement with respect to the original construction except as to location of the Utility. In the event of the lease, sale or disposal of the Leased Property or Rail Facilities or any part thereof affected by this License, then Licensee shall make such adjustments or relocations in the portion of the Utility over, upon, or in the Leased Property and Rail Facilities of the Licensor as may be required by Licensor or any of its grantees. If Licensee fails or refuses to comply with this

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provision, then Licensor may make such repairs or adjustments or changes in location and provide necessary material therefore, at the sole cost and expense of Licensee.

- (b) Licensor reserves the right at any time, if it so desires, to construct an additional track or tracks across that portion of the Utility located on Licensor's property; in such event, Licensee, at its sole cost and expense, will relocate, extend, or encase the Utility as directed by Licensor to avoid interference with the new track alignment. Licensee also has the option to remove the Utility completely from the leased parcel and terminate this lease, provided Licensee restores the property.

15. The burden of obtaining all permits and approvals that may be necessary or appropriate is upon Licensee and will be at the sole risk, cost and expense of Licensee whose responsibility it is to comply with all Federal, State, and Local laws and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Licensor, and Licensee, and Licensee hereby agrees to indemnify, protect and save harmless Licensor therefrom, to the extent permitted by Florida law.

16. The terms of this License Agreement are binding and effective upon the parties hereto, and unless and until terminated, as hereinbefore provided, this License Agreement inure to the benefit of and is binding upon the parties hereto, their successors and assigns, subject however, to the provisions of Section 12. Notwithstanding the foregoing, the parties confirm that the Utility is a public utility.

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17. All notices that are or may be required to be given, or served or sent by any party to the other parties pursuant to this License Agreement must be in writing and will be deemed properly given or sent, if hand delivered or mailed by registered or certified mail, return receipt requested, with postage prepaid. Each notice, if mailed as indicated, will be deemed sufficiently given, served or sent for all purposes at the time such notice is deposited in the mail properly addressed and, in any event, upon receipt by the addressee. Until any party notifies the others of any new address, notices must be addressed as follows:

If to Licensor:

Seminole Gulf Railway, L.P.
4110 Centerpointe Drive
Suite 207
Fort Myers, Florida 33916
Attn.: Manager, Engineering & Real Estate
Phone: (239) 275-6060

If to Licensee:

Lee County Government
Board of County Commissioners
PO Box 398
Fort Myers, FL 33902-0398
Attn: Public Works Director, and
Director, Department of Transportation

18. Licensee understands that this Agreement does not allow Licensee to install or permit installation of any other utility within the limits of the Utility.

19. This Agreement will continue for the term of the Licensor's Agreement with CSXT. However, Licensor may terminate this Agreement prior to the termination of its Lease with CSXT if Licensee is in default of any of the provisions of this Agreement. In the event Licensee is in default of any of the provisions herein and Licensor is aware of that default, or at such time as Licensor is made aware of that default, Licensor will give Licensee notice thereof and a reasonable opportunity to cure the default. If after a reasonable time Licensee fails to cure the default, or take reasonable steps to cure the default, Licensor will give Licensee written notice of its intent to terminate this Agreement 30 days following receipt of the written notice and this Agreement, and all rights and obligations herein, will terminate.

Revised October 1, 2007 HN

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed and delivered as of the day and year first above written.

WITNESSES FOR LICENSOR:

By: Edward H. Conley

SEMINOLE GULF RAILWAY, L.P.
By it's General Partner,
SEMINOLE GULF RAILWAY, INC.

By: Harry E. Neeves
Harry E. Neeves
Vice President, Real Estate
And Public Projects



Attest: Charlie Green, Clerk

By: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY
COMMISSIONERS
Clerk Of The Courts
LEE COUNTY, FLORIDA

By: [Signature]
Chairman

APPROVED AS TO FORM:

By: [Signature]
County Attorney

Revised October 1, 2007 HN

ACKNOWLEDGMENT OF
SEMINOLE GULF RAILWAY, L.P.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of October,
2007 by Harry E. Neeves, who is personally known to me.

Virginia M. Gibens Seal
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
Virginia M. Gibens
Commission #DD712183
Expires: SEP. 20, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Revised October 1, 2007 HN

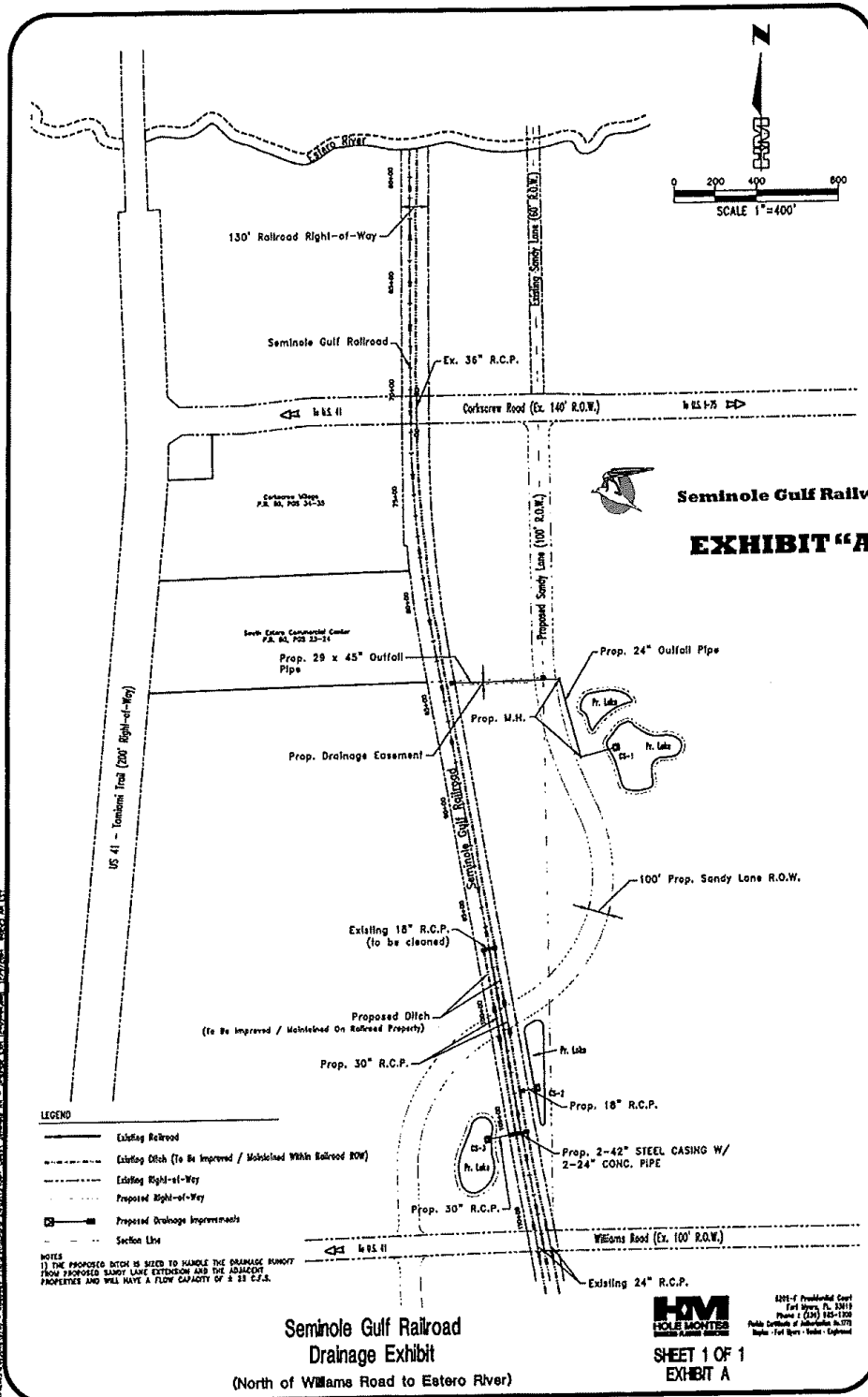


EXHIBIT "B"
RELEASE AND INDEMNIFICATION

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway L.P., a Delaware limited partnership ("Licensor") to enter upon the property of Licensor in the performance of the contract between the undersigned contractor (the "CONTRACTOR") and Lee County, Florida ("Licensee"), with respect to the construction which traverses the railroad lines of Licensor (the "Construction") pursuant to the License Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with all the obligations of Licensee with respect to construction and maintenance of the Utility under the Agreement, including, without limitation, the provisions of Paragraph 2 thereof.
2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of Licensor, regardless of Licensor's fault or negligence.
3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless Licensor and CSX Transportation, Inc. ("CSXT") and their respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which Licensor or CSXT may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including Licensor, CSXT and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on Licensor's property by the undersigned, regardless of the fault, failure or negligence of Licensor or CSXT.
4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on Licensor's property, together with One Dollar (\$1.00) in hand paid by Licensor to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of Licensor under the requirements of Section 725.06 Florida Statutes.
5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(e) of the Agreement. If insurance is provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(e) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Utility. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Utility.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this _____ day of _____, 200__.

ATTEST:

CONTRACTOR:

By: _____

Title: _____

Title: _____

Revised October 1, 2007 HN

**VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2024 - 05**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF
THE VILLAGE OF ESTERO, FLORIDA,
APPROVING AN AMENDMENT TO THE
COMMERCIAL PLANNED DEVELOPMENT
ZONING IN THE BELLA TERRA DEVELOPMENT
TO ALLOW THE USE OF WIRELESS
COMMUNICATION FACILITY ON A 12-ACRE
PARCEL LOCATED AT 19980 BELLA TERRA
BOULEVARD; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CONFLICTS; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, the applicant, **Broadus Towers LLC**, filed an application for an amendment to the Bella Terra Commercial Planned Development (CPD) at 19980 Bella Terra Boulevard and Corkscrew Road; and

WHEREAS, the property STRAP number for the approximately 12-acre Bella Terra Commercial Planned Development is 20-46-26-E3-010C1.00CE and the lease area is described on the site plan which is attached to and incorporated herein as Exhibit A.

WHEREAS, the applicant has requested an amendment to add the use of Wireless Communication Facility to the Commercial Planned Development, to construct a cell tower 178 feet high.

WHEREAS, the Bella Terra Commercial Planned Development is vacant except for an existing Hotwire Communications maintenance building (approximately 192 sq. ft.) and an asphalt parking area; and

WHEREAS, at a duly noticed public hearing held on March 12, 2024, the Planning, Zoning, and Design Board recommended approval of the amendment and deviations with conditions; and

WHEREAS, a duly noticed first reading was held before the Village Council on April 3, 2024; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on April 17, 2024 for the adoption of the Ordinance.

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

Section 1. Amendment.

The Village Council approves with conditions the amendment to the Commercial Planned Development, by amending the Schedule of Uses for the CPD (Resolution Z-09-005) to add the use of “Wireless Communication Facility,” subject to the following conditions:

Section 2. Conditions

1. Site Plan

Development of and location of the tower must be substantially in compliance with the site plan titled “Broadus Towers – Bella Terra,” sheets ZD-1 through ZD-8, revised date 02/06/2024.

2. Height

Development of this project is limited to a maximum of a 178-foot monopole (including 3-foot lighting rod.)

3. Landscape

Landscape buffer and fencing are as shown on the site plan.

4. Tower Lighting

The tower will not contain any lights on the tower including the top, but will be taped consistent with Land Development Code Section 4-143F.4.E.

5. Limited Development Order

A Limited Development Order (LDO) will be required prior to building permit. Prior to LDO approval the following will be needed:

- a. Lee County Mosquito Control conditions
- b. Lee County Port Authority Tall Structures Permit approval

Section 3. Deviations

Deviation 1 is a request from LDC Appendix C(B.13) Street Design and Engineering, to allow the use of turfstone pavers in lieu of a paved access road to the Monopole’s compound.

Deviation 1 is approved.

Deviation 2 is a request from LDC Sec. 4-243.G.1 to allow a setback of 99 feet to the North in lieu of the required setback distance equal to the tower's height, 178 feet AGL.

Deviation 2 is approved.

Deviation 3 is a request from LDC Section 4-243.G.1 to allow a fall zone radius of 35 feet in lieu of the required setback distance equal to the tower's height, 178 feet.

Deviation 3 is approved.

Section 4. Review Standards

1. The Planned Development Amendment as conditioned will be consistent with the goals, objectives, and policies of the Comprehensive Plan.
2. The Planned Development Amendment as conditioned will comply with all applicable zoning district standards.
3. The Planned Development Amendment as conditioned will not conflict with any portion of the Land Development Code.
4. The Planned Development Amendment will address a community need. The proposed amendment will improve the coverage and capability of cellular service for the area.
5. The Planned Development Amendment as conditioned will be compatible with existing and planned uses surrounding the subject land.
6. The Planned Development Amendment as conditioned will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Section 5. Exhibits

The following exhibit is attached to this Ordinance and incorporated by reference:

Exhibit A Site Plan, revised date 02/06/2024

Section 6. Severability

Should any section, paragraph, sentence, clause, phrase, or other part of this Ordinance, subsequent to its effective date, be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 6. Effective Date

This Ordinance shall take effect upon adoption at second reading.

PASSED on first reading this 3rd day of April, 2024.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero,
Florida this 17th day of April, 2024.

Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Jon McLain, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy Stroud, Esq., Village Land Use Attorney

Vote:	AYE	NAY
Mayor McLain	_____	_____
Vice Mayor Ribble	_____	_____
Councilmember Fiesel	_____	_____
Councilmember Fayhee	_____	_____
Councilmember Lopez	_____	_____
Councilmember Ward	_____	_____
Councilmember Zalucki	_____	_____



SITE NAME: FL-101

SITE ADDRESS: 19980 BELLA TERRA BLVD
ESTERO, FL

COUNTY: LEE

JURISDICTION: VILLAGE OF ESTERO, FL

SITE TYPE: MONOPOLE TOWER




NEW SITE DEVELOPMENT

SITE INFORMATION

SITE NAME: FL-101

SITE ADDRESS: 19980 BELLA TERRA BLVD
ESTERO, FL
LEE COUNTY

LATITUDE: 26° 27' 04.196878" (26.451166°)

LONGITUDE: -81° 43' 49.239999" (-81.730344°)

LAT/LONG TYPE: NAD83

GROUND ELEVATION: 22'

CURRENT ZONING: CPD

JURISDICTION: VILLAGE OF ESTERO, FL

OCCUPANCY CLASSIFICATION: U

TYPE OF CONSTRUCTION: IIB

A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION

PROPERTY OWNER: BELLA TERRA OF SW FL INC.
ALLIANT PROPERTY MGMT

CARRIER/APPLICANT: VERIZON
500 HIDDEN RIDGE
IRVING, TX 75038

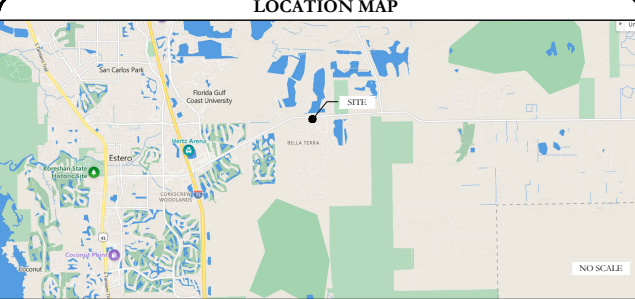
ELECTRIC PROVIDER: ---

DRAWING INDEX

SHEET #	SHEET DESCRIPTION
1	19980 BELLA TERRA BLVD
2	19980 BELLA TERRA BLVD
3	19980 BELLA TERRA BLVD
4	19980 BELLA TERRA BLVD
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99	19980 BELLA TERRA BLVD
100	19980 BELLA TERRA BLVD

ALL DRAWINGS CONTAINED HEREIN ARE TO BE PRINTED TO FULL SIZE. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CORRECT ANY ERRORS ON THE PLANS. ALL DIMENSIONS SHALL BE VERIFIED BY THE ENGINEER IN WRITING OR BY THE CONTRACTOR IN WRITING. NO PROCEEDING WITH THE WORK UNLESS THE ENGINEER HAS BEEN NOTIFIED IN WRITING.

LOCATION MAP



NO SCALE

DRIVING DIRECTIONS FROM LOCAL AIRPORT: SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS RD, FORT MYERS, FL 33913. DEPART AND HEAD WEST ON TERMINAL ACCESS RD. TAKE THE RAMP ON THE LEFT FOR I-75 AND HEAD TOWARD NAPLES / TAMPA. KEEP LEFT, HEADING TOWARD NAPLES. AT EXIT 123, HEAD RIGHT ON THE RAMP FOR COUNTY HWY-80 TOWARD ESTERO / MIROMAR OUTFITTERS BLVD. BEAR LEFT, THEN BEAR LEFT ONTO CORNSCREW RD / COUNTY HWY-80. TURN RIGHT ONTO MIROMAR SQUARE BLVD. TURN LEFT TO STAY ON MIROMAR SQUARE BLVD. TURN LEFT ONTO STONEYBROOK GOLF BLVD. TURN RIGHT ONTO CORNSCREW RD / COUNTY HWY-80. TURN RIGHT ONTO BELLA TERRA BLVD. ARRIVE AT BELLA TERRA BLVD ON THE RIGHT. THE LAST INTERSECTION BEFORE YOUR DESTINATION IS MIDNIGHT BLUE CT. IF YOU REACH BARLETTA LN, YOU'VE GONE TOO FAR.

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

CODE TYPE	CODE
BUILDING	2014
ELECTRICAL	2014

REFERENCE DOCUMENTS:

STRUCTURAL ANALYSIS: BY OTHERS

DATE: ---

MOUNT ANALYSIS: BY OTHERS

DATE: ---

CALL FLORIDA ONE CALL (800) DIG-TESS CALL 5 WORKING DAYS BEFORE YOU DIG!

NOTES:

PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT BROADUS TOWERS CONSTRUCTION MANAGER

THE HEIGHT OF THE TOWER WILL NOT BE INCREASED; NOR WILL THERE BE AN EXPANSION OF THE GROUND/LEASE AREA

THE PARTIES ABOVE HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE A NEW WIRELESS TOWER SITE.

FINAL SITE CONFIGURATION:

- (1) 40'X40' FENCED OFF COMPOUND
- (1) 12' SITE ACCESS GATE
- (1) COMMUNITY 11' FRAME W/ MITER BANK & HOFFMAN CABINET
- (1) 175' MONOPOLE TOWER WITH ANTENNAS
- NEW VERIZON 4x11' EQUIPMENT PAD IN A 15'X25' LEASE AREA

PROJECT TEAM

ENGINEER FIRM: BROADUS SERVICES
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS, TX 76016
PH: (817) 349-3449

TOWER OWNER: BROADUS TOWERS
4 COUNTRY PLACE CIRCLE
DALWORTHINGTON GARDENS, TX 76016
PH: (817) 349-3449

CARRIER/APPLICANT: VERIZON
500 HIDDEN RIDGE
IRVING, TX 75038

SURVEYOR: SMV ENGINEERING GROUP, INC.
158 BUSINESS CENTER DRIVE
BIRMINGHAM, ALABAMA 35244
PH: (205) 252-6985

ISSUED FOR:

REV	DATE	REVISION	DESCRIPTION	DESIGN	DATE
1	02/16/2023	ISSUE	PRELIMINARY		
2	02/23/2023	ISSUE	PRELIMINARY		
3	02/29/2023	ISSUE	PRELIMINARY		
4	06/05/2023	ISSUE	PRELIMINARY		
5	06/05/2023	ISSUE	PRELIMINARY		
6	06/05/2023	ISSUE	PRELIMINARY		
7	06/05/2023	ISSUE	PRELIMINARY		
8	06/05/2023	ISSUE	PRELIMINARY		
9	06/05/2023	ISSUE	PRELIMINARY		
10	06/05/2023	ISSUE	PRELIMINARY		

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

IT IS A VIOLATION OF LAW FOR ANY PERSON, OTHER THAN THE ENGINEER, TO SIGN OR SEAL THIS DOCUMENT.

SHEET NUMBER: T-1 REVISION: ZDG

SUBJECT PARCEL

FL-101

PARCEL ID# 20-46-26-E-010C1.000E

BELLA TERRA OF SW FL INC.

TRACT C-1

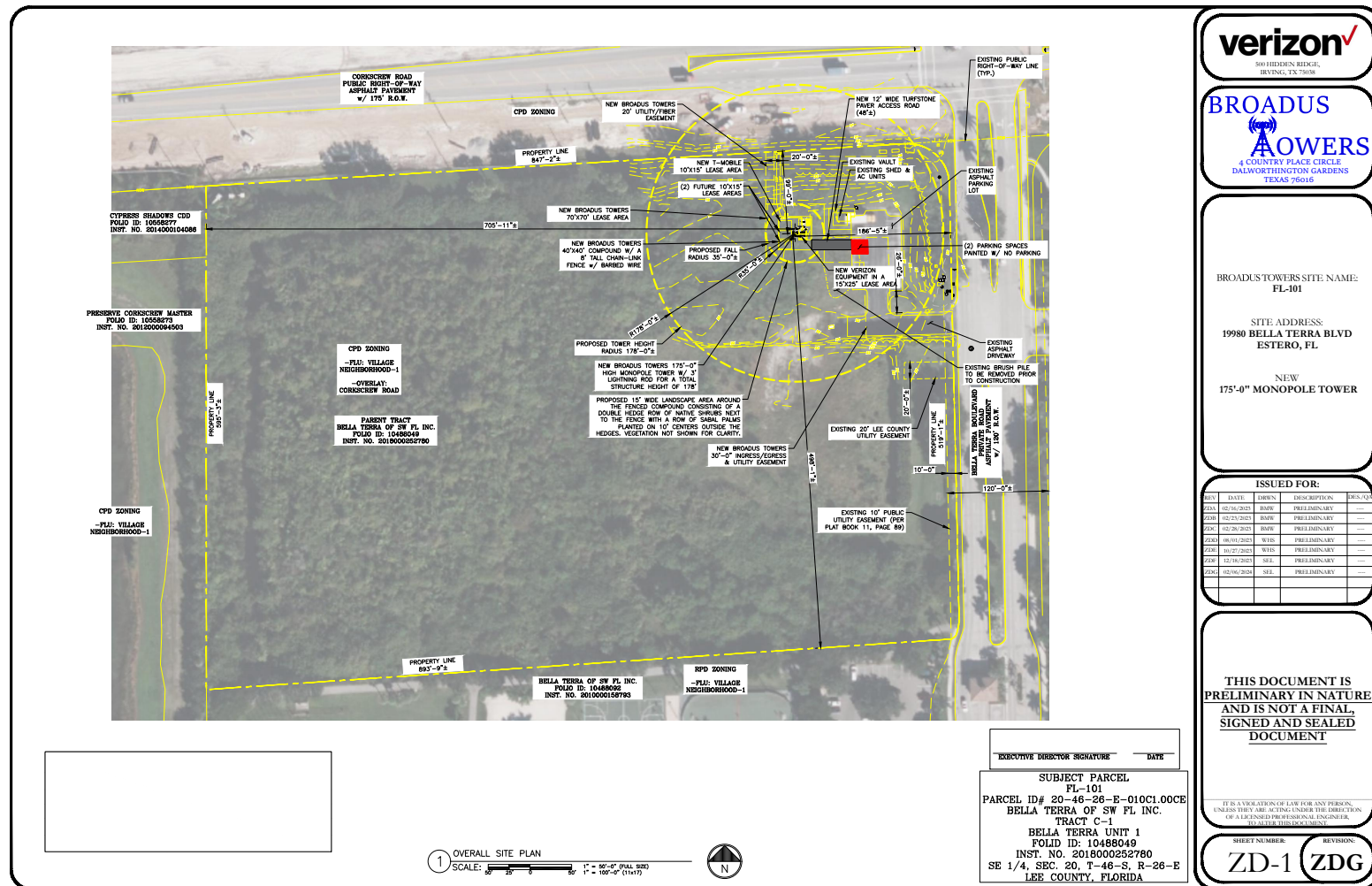
BELLA TERRA UNIT 1

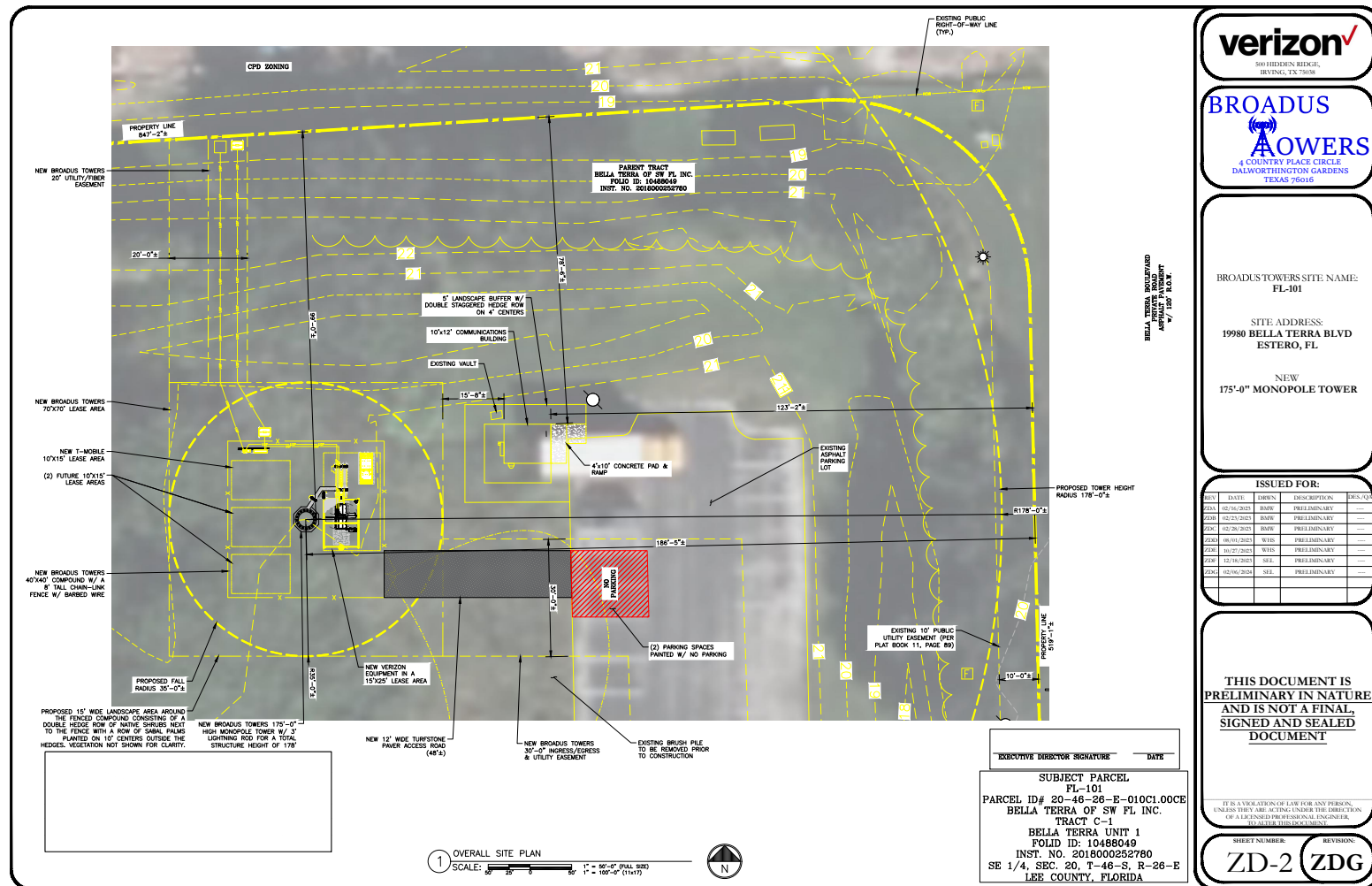
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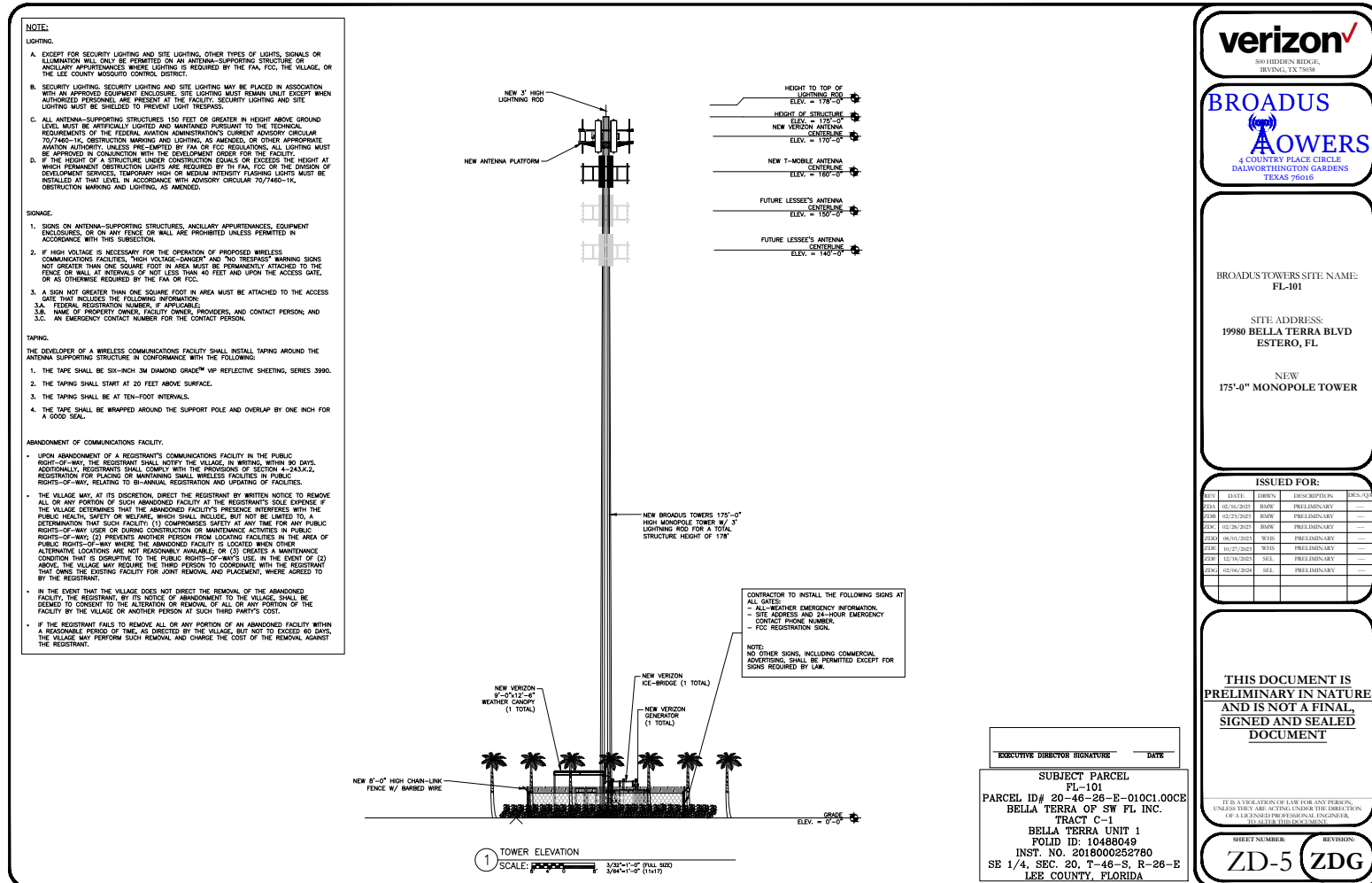
INST. NO. 2018000252780

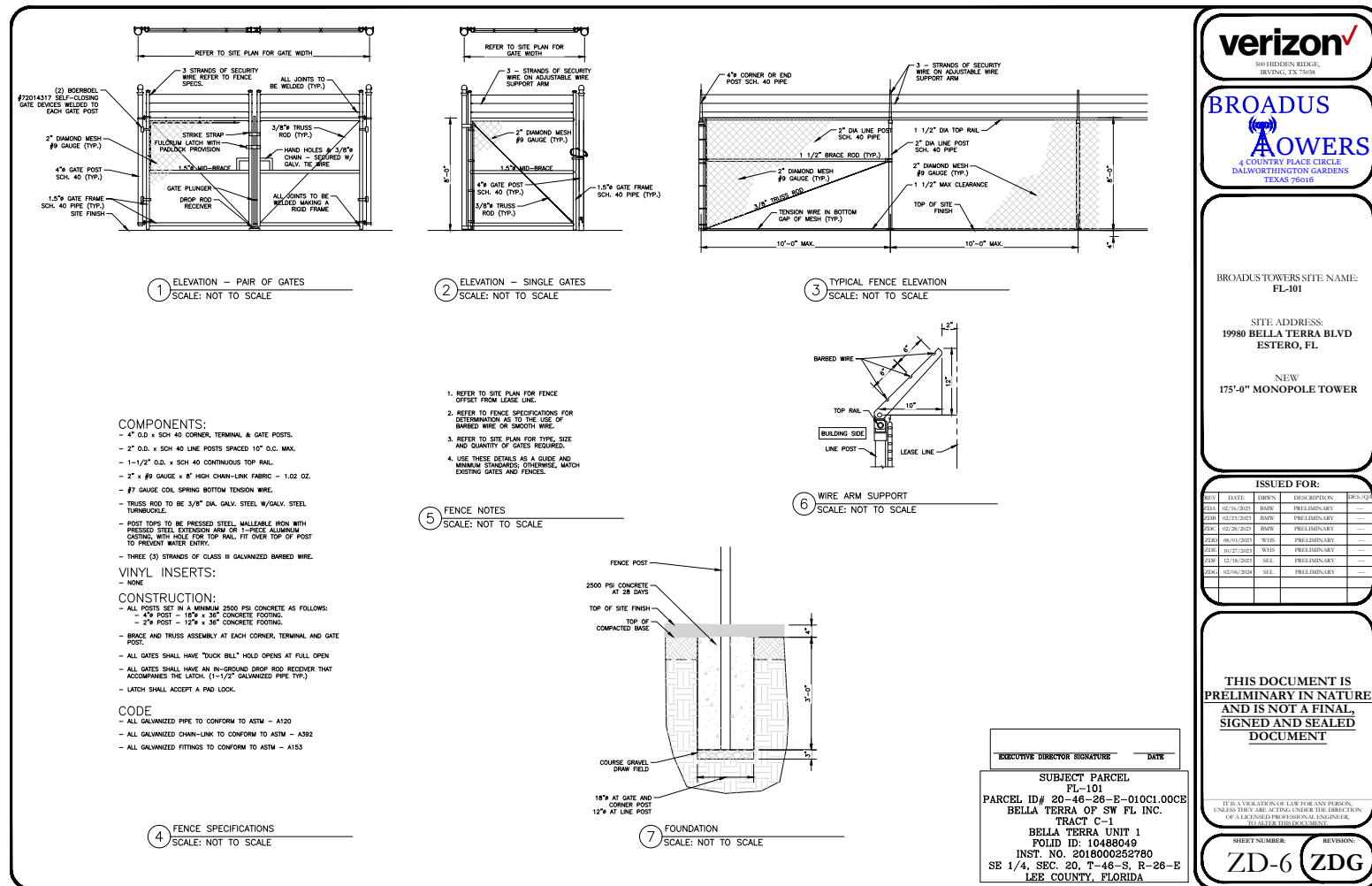
SE 1/4, SEC. 20, T-46-S, R-26-E

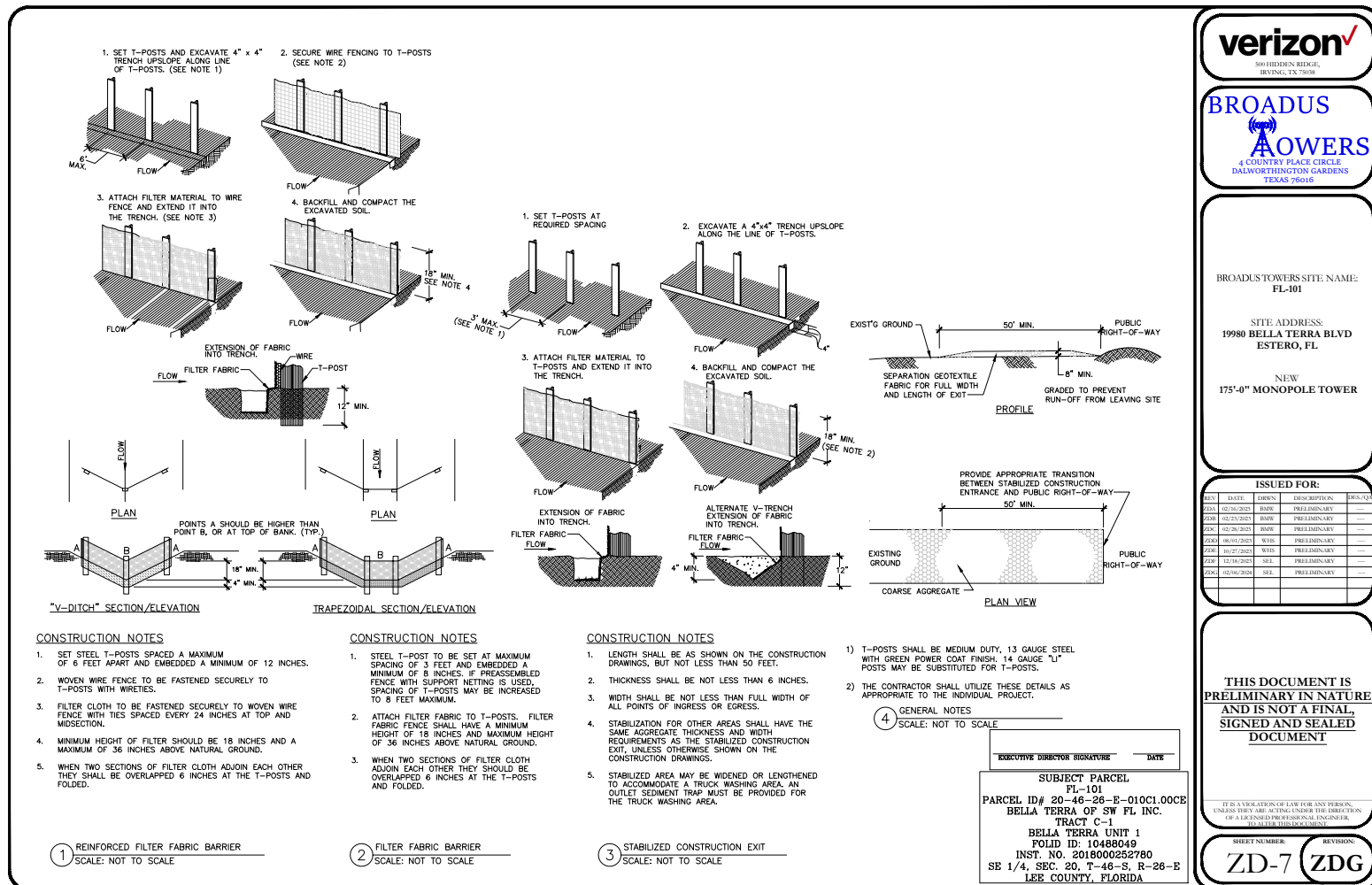
LEE COUNTY, FLORIDA

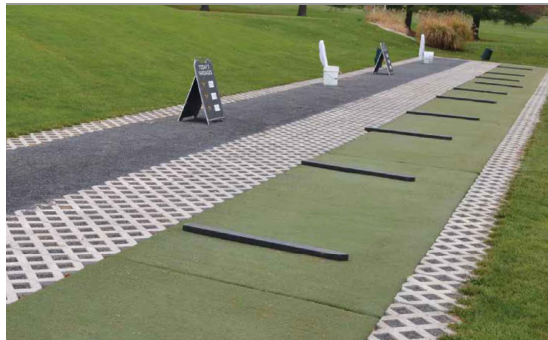












TURFSTONE COLLECTION

PAVERS

Turfstone is a permeable paver produced with 5,000 psi concrete in a grid like design with voids. The openings can be filled with a variety of substances. Provides a firm "breathable" foundation, requires very little maintenance, combats soil erosion, an affordable alternative to traditional paving, and allows water to penetrate into the soil.

USES: Driveways, Parking Areas, Walkways, Paths, & Driving Ranges
COLOR: Pewter



H x W x D	WEIGHT	UNITS/PALLET
15 3/4" x 23 5/8" x 3 1/8"	60lbs each	32 per pallet



EXECUTIVE DIRECTOR SIGNATURE	DATE
SUBJECT PARCEL FL-101 PARCEL ID# 20-46-26-E-010C1.00CE BELLA TERRA OF SW FL INC. TRACT C-1 BELLA TERRA UNIT 1 POLID ID: 10488049 INST. NO. 2018000252780 SE 1/4, SEC. 20, T-46-S, R-26-E LEE COUNTY, FLORIDA	

1 PROPOSED ACCESS ROAD PAVEMENT SPECIFICATIONS
SCALE: NOT TO SCALE

verizon
500 HIDDEN RIDGE,
HOUSTON, TX 77058

**BROADUS
TOWERS**
4 COUNTRY PLACE CIRCLE
DALLAS/FORT WORTH, TEXAS 76016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:				
REV	DATE	BY	DESCRIPTION	REV. BY
ZDA	02/16/2023	BDW	PRELIMINARY	
ZDA	02/23/2023	BDW	PRELIMINARY	
ZDA	02/28/2023	BDW	PRELIMINARY	
ZDA	06/16/2023	WDS	PRELIMINARY	
ZDA	06/27/2023	WDS	PRELIMINARY	
ZDA	07/19/2023	BDL	PRELIMINARY	
ZDA	02/16/2023	BDL	PRELIMINARY	

**THIS DOCUMENT IS
PRELIMINARY IN NATURE
AND IS NOT A FINAL,
SIGNED AND SEALED
DOCUMENT**

IT IS A VIOLATION OF LAW FOR ANY PERSON,
OTHER THAN THE ENGINEER, TO SIGN OR SEAL
THIS DOCUMENT.

SHEET NUMBER: REVISION:
ZD-8 (ZDG)



***Bella Terra Monopole Cell Tower
Zoning Staff Report
for
Village Council***

PROJECT NAME:	Bella Terra Monopole Cell Tower
CASE TYPE:	Amendment to Commercial Planned Development
CASE NUMBER:	DCI2023-E002
PLANNING, ZONING AND DESIGN BOARD MEETING:	March 12th, 2024
VILLAGE COUNCIL MEETINGS:	April 3rd, 2024 and April 17th, 2024

SUMMARY OF REQUEST

Amendment to the Bella Terra Commercial Planned Development located at 19980 Bella Terra Blvd. and Corkscrew Road to add the use of Wireless Communication Facility for a 178-foot AGL Monopole Wireless Facility.

STAFF AND PLANNING, ZONING, AND DESIGN BOARD RECOMMENDATION

Staff recommends approval with conditions in the Ordinance.

At the Public Hearing held on March 12, 2024, the Planning, Zoning and Design Board recommended approval with staff conditions and one additional condition that the applicant provide an updated letter from the Engineer of Record, showing the fall radius for the monopole at the revised height of 178-feet. The applicant has now provided the Engineer Letter.

GENERAL INFORMATION

Owner

Bella Terra of SW FL Inc.

Applicant

Broadus Towers, LLC

Authorized Agent

Mattaniah S. Jahn, Esq.

Location

19980 Bella Terra Blvd

STRAP Number

20-46-26-E3-010C1.00CE

Size of Property

12.44 acres entire Commercial Planned Development. The proposed cell tower is located in a small, leased area within the CPD.

Surrounding Zoning

North	Corkscrew Road, then WildBlue Community, Unincorporated Lee County.
East	Bella Terra Blvd, then condominiums within Bella Terra – Residential Planned Development (RPD)
South	Bella Terra Community Center – Residential Planned Development (RPD)
West	Water retention area, then The Preserve at Corkscrew Community Center – Commercial Planned Development (CPD)

Zoning

Commercial Planned Development (CPD)

Comprehensive Plan Land Use Category

Village Neighborhood 1

Project History

Bella Terra was rezoned in 1986 from AG to Commercial Planned Development on the approximately 12 acres fronting Corkscrew Road and to Residential Planned Development on the remaining 990 acres (Resolution Z-86-112). Bella Terra known at the time as The Habitat, was a Development of Regional Impact (DRI) which was also approved in 1986 under Resolution Z-86-112 and DRI Development Order.

Public Information Meeting

At the Public Information Meeting on September 12, 2023, the Planning, Zoning, and Design Board asked the applicant if the proposed tower could be moved further west on the parent parcel. The applicant responded that the tower would need to be located as far north as possible to maximize space on the property for future development. The proposed site plan now shows that the monopole will be located further north on the northeastern portion of the property.

Another issue discussed at the meeting was the need for cell service in the residential southern portion of Bella Terra. Subsequent to the PZDB meeting, the applicant modified the request to increase the tower height from 148 feet to 178 feet above ground level (AGL), in order to achieve stronger signal strength and less ground scatter. According to the applicant, the tower height increase would provide better and more reliable coverage to the residents in the southern portion of the Bella Terra Community.

In summary, the location and height of the tower have changed since the Public Information Meeting.

REQUEST

The applicant is requesting an amendment to the Bella Terra Commercial Planned Development zoning designation to add the use of Wireless Communication Facility and is requesting three deviations from the Land Development Code for a 178-foot-tall tower in Bella Terra off Corkscrew Road.

Project Description

The applicant requests an antenna supporting structure (monopole) 178 feet high to provide wireless cellular service for Verizon. The proposed Monopole Wireless Facility will be located off Corkscrew Road at 19980 Bella Terra Blvd. The Bella Terra-community is zoned Residential Planned Development with an approximately 12-acre parcel on Corkscrew Road (the subject property) zoned Commercial Planned Development. The subject property is vacant, except for a small Hotwire building and a 4,900-square foot lease area is proposed on the northeast side. The facility will include the monopole with antennas, a 4 x 8-foot concrete pad for a generator, and three 10 x 15-foot lease areas, all of which will be enclosed by an eight-foot chain-link fence with barbed wire and surrounded by a fifteen-foot-wide landscape buffer. Additional equipment areas are proposed within the lease area for collocation purposes. Ground lighting is existing, and the applicant has stated that tower lighting is not proposed. The applicant has stated that the monopole will be completely dark at night and configured as a dull grey structure with external antennas on a minimal head frame to minimize visual impacts.

According to the applicant, the facility is necessary to improve the coverage and capacity of Verizon's cellular service and close a gap in service in the Bella Terra, WildBlue, and The Preserve at Corkscrew communities. Collocation space will be made available on the monopole for three other providers, including T-Mobile. Two future lease areas, each 10 x 15 feet, are proposed as equipment areas for the additional providers. Several revisions to the application have been made based on comments made at the Public Information Meeting.

STAFF ANALYSIS

Height Details, Photo Simulation, and Balloon Study

The applicant revised the application on January 18, 2024, increasing the height of the proposed Monopole Tower from 148 feet to 178 feet to the top of the lightning rod. Documentation provided by the applicant shows the 178-foot monopole (175-foot pole, topped with a 3-foot lightning rod) in photo-simulations from numerous points in the surrounding area. (See Attachment C.) The applicant increased the height after the Public Information Meeting because of comments that service would still be lacking in the southern portion of Bella Terra.

The site is located in an area adjacent to The Preserve at Corkscrew development which includes residential units to the west and within the Bella Terra residential development to the east. The WildBlue development in Lee County is located north of the site across Corkscrew Road. South of the site is the Bella Terra Club House. The PZD Board suggested the applicant move the proposed tower further west on the parent parcel, however, the applicant stated that it would not be possible, and it would limit future development plans.

A Balloon Study was held on January 7, 2024 (See Attachment C.) The applicant has provided a Balloon Test Affidavit stating that the photo-simulations provided accurately represent the

location and height of the balloon as it would have been viewed from their respective locations. (See Attachment D.) The results of the Balloon Test show that the tower will be visible to some residents of Bella Terra and the WildBlue Community in Lee County. The residences in Bella Terra that are closest to the proposed monopole facility are located approximately 370 feet away to the east. The photos show the tower is not visible from Villa Preserve Lane, approximately 1,330 feet southwest of the proposed site, or Cypress Shadows Blvd, approximately 1,925 feet west of the proposed site.

Transportation Analysis

Access to the site is through a new 12-foot wide turfstone paver access road off Bella Terra Boulevard. The proposed facility will be located adjacent to the Hotwire building. According to the applicant this is an unmanned facility with maintenance occurring approximately once a month. Vehicle trips are considered de minimis.

Environmental Analysis

The site is in the X flood zone which is described by FEMA as an area of minimal flood hazard. The facility will not impact environmentally critical or sensitive areas. The proposed facility will be located in partially cleared land with an existing Hotwire Communications maintenance building (approximately 192 sq. ft.) and asphalt parking area surrounded by grassy open space. The new facility will include a 15-foot landscape buffer consisting of sabal palms and a double row hedge of native shrubs.

Utilities

Power will be provided by FPL. Water and wastewater are not proposed as the facility will be unmanned. A generator will be present for use during loss of electric power to maintain service.

Comprehensive Plan Considerations

The site is designated in the Comprehensive Plan as Village Neighborhood 1. (See Attachment A.) This designation consists primarily of low-density residential uses with the potential for commercial uses of a minor commercial or neighborhood center scale. Wireless facilities are not specifically discussed in the Comprehensive Plan, however compatibility between uses is a consideration to protect existing and future residential neighborhoods. For example, one of the guiding principles of the Future Land Use Element of Estero's Comprehensive Plan is ensuring compatibility of new development, to protect the integrity of existing and future residential neighborhoods, as outlined below:

Neighborhoods

Estero is a Village of neighborhoods...some large, some small, some more established, some newer. Ensuring compatibility of new development to protect the integrity of existing and future residential neighborhoods is a key to sustaining the quality of life.

Policy FLU-1.11.2 of the Plan, Residential Development Standards, provides several factors that should be evaluated to ensure that development proposals address whether the proposed use is compatible with adjacent uses, and other factors. One of the factors is whether the proposal contributes to the overall design, landscaping, and aesthetics that make up the community's character as a harmonious place with beauty, spaciousness, and a diversity of high quality residential and commercial development that positively contributes to the quality of life of Estero's residents.

The proposed tower location will be visible to several residents of Bella Terra on the north and northeast side of the community, some residents of The Preserve at Corkscrew located on the

northeast side of the community, and some residents of the WildBlue Community across Corkscrew Road in Lee County.

This is a case when the Village must balance the need for provision of adequate service and protection of residential areas. By moving the tower further north, the impacts to residences in Bella Terra are less. WildBlue is located across and north of Corkscrew Road and is a considerable distance from the tower.

Staff would prefer a location further south, but the Bella Terra Homeowner Association had advised that it would prefer to maximize its future plans for recreational uses for its residents on the 12-acre parcel.

There is no perfect location for a cell tower in this area. The applicant has tried to minimize impacts to residences with the location and design, while providing adequate cellular service.

Land Development Code Considerations

The LDC provides a hierarchy of zoning districts for locating Wireless Communication Facilities. Industrially zoned areas are preferred before commercial areas are evaluated. LDC Section 4-243E.4. states that the applicant shall adequately demonstrate that siting alternatives within higher ranked districts are not reasonable or feasible. There are no available parcels in any industrial zoning district nearby (See zoning map, Attachment B.)

The proposed location is adjacent to residential areas in the Residential Planned Development zoning district. The applicant stated that there are plans for additional development on the subject property to provide amenities for the Bella Terra community. This is the reason the tower is proposed adjacent to Corkscrew Road.

Section 4-243 of the LDC contains additional standards for a Wireless Communication Facility. In part, this section provides that no antenna-supporting structure shall be permitted unless the applicant demonstrates that the proposed antenna cannot be accommodated on an existing building, structure, or antenna supporting structure.

The applicant has stated that there is a lack of existing towers and tall structures within the search ring that Verizon could collocate upon. Therefore, the proposed facility location is necessary to fill a gap in coverage and capacity in the area.

The Code requires that:

Antennas shall be configured in a manner that is consistent with the character of the surrounding neighborhood and development, and shall be of a color that blends with the structure to which it is attached, so that adverse visual impacts on adjacent properties are minimized. Antenna concealment screening shall also be used, when possible.

The applicant has stated that the proposed monopole will have a galvanized grey finish and be completely dark at night. All cabling will be contained within the monopole itself. However, LDC 4-243.4.E requires the monopole to be taped using reflective sheeting, starting at 20 feet above the surface, and at 10-foot intervals.

The proposed location is adjacent to a residential development on two sides: across a water retention area, then, The Preserve at Corkscrew, approximately 1,306 feet to the west and the

Bella Terra community, approximately 451 feet to the east. The monopole will be moderately visible to some residents as shown in the attached photo-simulations. (See Attachment C.)

Staff would prefer that the monopole be designed to resemble a tree, to make it more compatible. The applicant has stated that this design precludes collocation opportunities and the Bella Terra HOA supports the monopole design.

Conclusion

Communication facilities are utilities that serve the public and provide a necessary service, however, they must also be found compatible with the adjacent neighborhoods. The applicant stated that the 178-foot monopole will be dull grey in color with external antennas on a minimal headframe. This design is comparable to other monopoles and consistent with the camouflage and screening requirements set forth in LDC 4-243.F.4. The tower will be moderately visible to approximately two dozen homes in Bella Terra, between 350-600 feet away.

Staff finds that, on balance, and with the recommended conditions, the requested Amendment with the deviations will be consistent with the goals, objectives, and policies of the Comprehensive Plan.

Deviations

The applicant requested the following deviations for the Monopole Wireless Facility:

1. Deviation 1 is a *Turfstone Deviation* from LDC Section 5-304 to allow the use of turfstone pavers in lieu of a paved access road to the Monopole's compound. The applicant stated that this deviation would allow the access drive to be better integrated with the anticipated green spaces of the planned development of the parent parcel while achieving the stabilized access envisioned under the LDC.

Staff agrees because the use of the road will be minimal. As such, staff recommends approval.

2. Deviation 2 is a *Tower Code Setback Deviation* from LDC Sec. 4-243.G.1 to allow a setback of 99 feet to the North in lieu of the required setback distance equal to the tower's height, 178 feet AGL. The applicant stated that this deviation would facilitate future development of the parent parcel as a recreational facility for the Bella Terra community. According to the application materials, the monopole has been designed to withstand winds up to 156 miles per hour. (See Attachment F.) LDC Section 4-243G.1 requires that the monopole be located a distance equal to the overall height from all lot lines of the property on which it is proposed, which would be 178 feet.

Staff would prefer that the structure be setback further from Corkscrew Road and is concerned that if the structure were to fall in a hurricane for example, it could protrude into the turn lane. The applicant has provided Engineering analysis that this would not happen. Additionally, Lee County did not provide any adverse comment pertaining to their right of way on Corkscrew Road. As such, staff recommends approval.

3. Deviation 3 is a *Fall Zone Deviation* from LDC Section 4-243.G.1 which requires the fall zone radius to be equal to the tower height. The applicant stated that this deviation will allow future development of the parent parcel as a recreational facility for the residents of Bella Terra. The applicant revised the plan to show a fall zone radius of 35 feet, which they state will accomplish the planning objective outlined in Section 4-243.G.I. The revised

proposal shows that an existing Hotwire structure is located within the new fall zone radius. Hotwire has provided a notarized letter of written consent to allow the reduction of the proposed monopole tower setback to 45-feet to Hotwire's property. The applicant provided an Engineer letter that stated that in the event of winds in excess of the design wind load (3-sec. gusted wind speed of 156 mph), the pole would yield/buckle in half and would most likely remain connected and hang from the standing section.

As such and for the reasons stated above, staff recommends approval.

Other Comments

- Federal Airways & Airspace: The FAA determined that the proposed structure would not be a hazard to air navigation.
- Lee County Mosquito Control: Comments will be needed prior to issuance of a limited development order.
- Lee County Port Authority: Lee County Port Authority staff has reviewed this project and approved a Tall Structure Permit for the proposed monopole. However, the approval was granted for a 154-foot AGL monopole. The monopole height has since increased to 178 feet AGL. Approval will be needed prior to issuance of a limited development order.

REVIEW STANDARDS

Staff has proposed the following findings for the CPD Amendment:

1. The Planned Development Amendment as conditioned will be consistent with the goals, objectives, and policies of the Comprehensive Plan.
2. The Planned Development Amendment as conditioned will comply with all applicable zoning district standards.
3. The Planned Development Amendment as conditioned will not conflict with any portion of the Land Development Code.
4. The Planned Development Amendment will address a community need. The proposed amendment will improve the coverage and capability of cellular service for the area.
5. The Planned Development Amendment as conditioned will be compatible with existing and planned uses surrounding the subject land.
6. The Planned Development Amendment as conditioned will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

Staff has proposed the following findings for the Deviations:

The proposed deviations will:

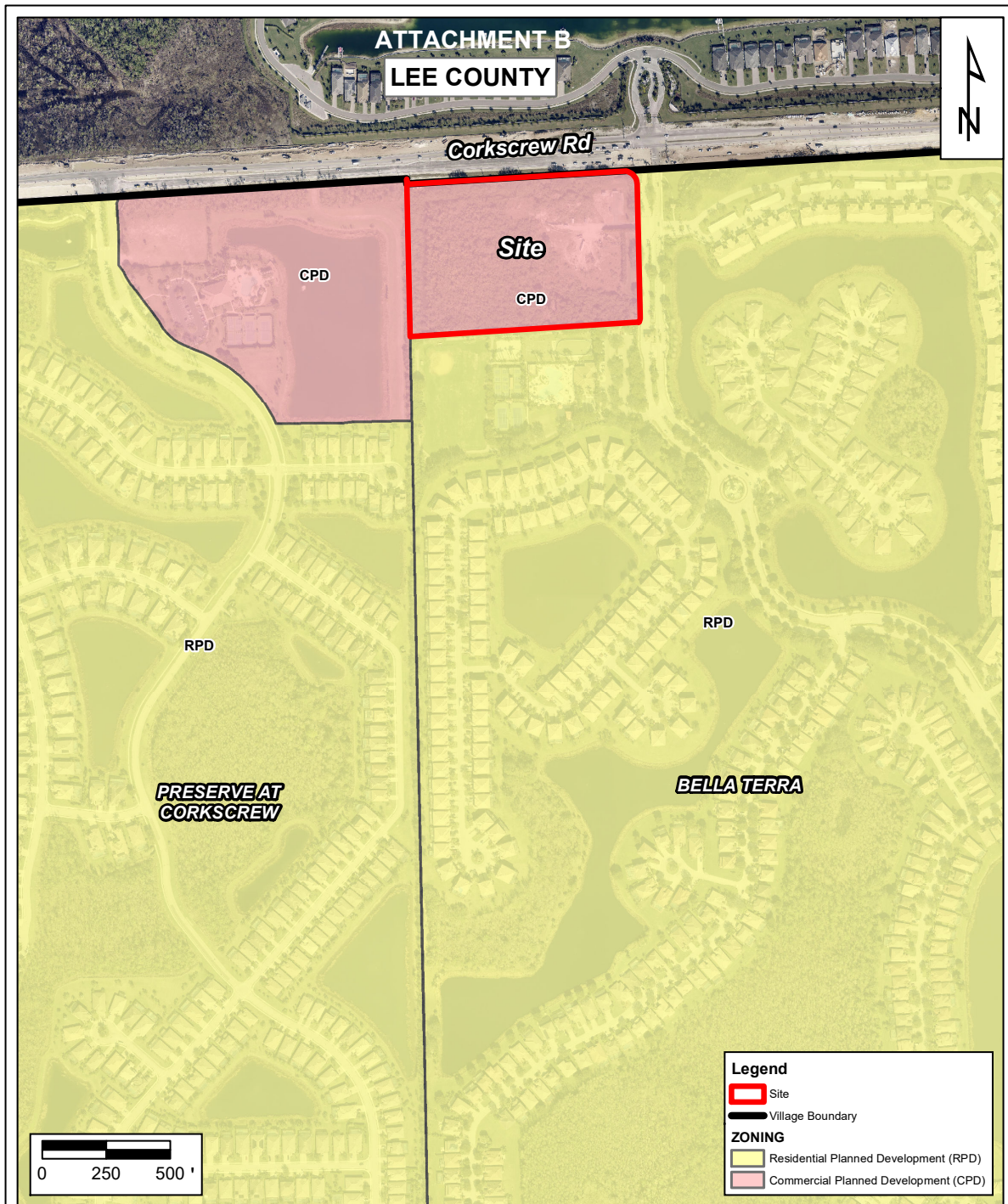
1. Improve the quality of the proposed development under review;
2. Preserve and promote the general intent of the Land Development Code to protect the public, health, safety and welfare;

3. Be compatible with uses on surrounding property; and
4. Not create an undue burden on essential public facilities.

ATTACHMENTS:

- A. Future Land Use Map
- B. Zoning Map
- C. Applicant Photo Simulation & Balloon Study
- D. Balloon Study Affidavit
- E. Applicant Summary of Public Information Meeting
- F. Applicant Submittals



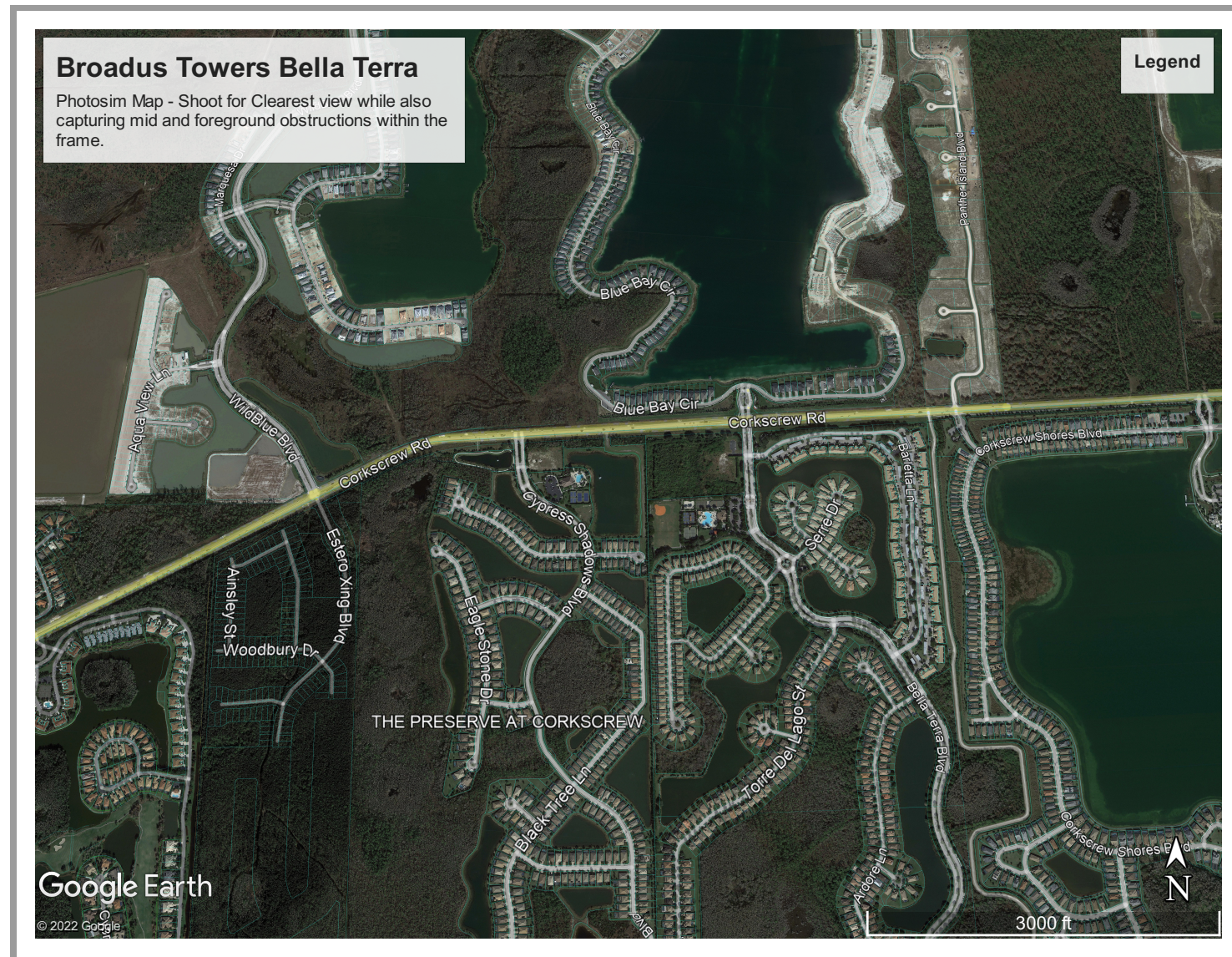


Village of
ESTERO

19980 BELLA TERRA BLVD EXISTING ZONING

Attachment C

Applicant Photo Simulation & Balloon Study





















January 9, 2024

Mr. Alan Scivally
Vice President
Broadus Services, LLC
4 Country Place Circle
Arlington, TX 76016-2429

Re: Bella Terra Site
Gould Digital Imaging 175' Balloon Test Report

My name is Michael Gould, and I am owner and operator of Gould Digital Imaging. Broadus Services, LLC hired Gould Digital Imaging to perform various aspects of photographic imaging work in connection with the development of Verizon Wireless' telecommunications services network in the Estero, FL area.

I have over twenty-five years' experience working specifically with municipalities and telecommunications companies including T-Mobile, Inc., AT&T Wireless, Verizon Wireless, Nextel, Alltel, Cricket, Sprint PCS, COMPASS Technology Services, Inc., Crown Castle International, Vertical Bridge, and American Tower Corporation in preparing photographic simulations of telecommunications towers. I have a Bachelors Degree in Art from St. Mary's College of Maryland; over twenty years of professional experience in the field of digital photographic enhancement and I have produced approximately 6,000 photographic simulations for Verizon Wireless, AT&T, T-Mobile, Inc., American Tower Corp., and other telecommunications services companies.

Broadus Services hired Gould Digital Imaging to perform a "175 foot Balloon Test" at Verizon Wireless' Bella Terra site on Bella Terra Boulevard, in Estero, Florida. A balloon test is a visual reference of how tall a proposed structure would appear if constructed.

A four foot diameter red helium balloon is filled and raised above the proposed site on a measured line to the height of the proposed structure and anchored to the ground at the proposed site.

This balloon test was scheduled to take place on either Saturday, January 6th, 2024 for eight consecutive hours between the hours of 9:00am and 5:00pm, or

if weather conditions were poor, a second attempt would be made on Sunday, January 7th 2024 during the same timeframe. Due to extremely high wind and rain forecast for Saturday, the Sunday date was chosen.

At approximately 8:50am on Sunday, January 7th, 2024, the balloon was raised to a height of 175 feet to the bottom of the balloon and anchored approximately 10 feet east of the center of the proposed tower site.

The wind was blowing steadily southward at approximately 11 miles per hour through the first hour of the test with gusts blowing the balloon down considerably.

The wind remained high until after 11:00am and finally reduced to the point that the balloon flew directly above its anchor at approximately 1:00pm throughout the remainder of the test period.

The blimp was lowered at 5:00pm.

A number of community members came by during the day to witness the balloon test, including representatives of the Bella Terra Homeowners Association.

This report includes a screenshot of the wind forecast for the day beginning at 9:00am which was accurate throughout the day. It also includes a photograph of the balloon taken at 5:00pm while directly over its anchor.

In my professional opinion, the last three hours of the test reflect to a reasonable certainty the anticipated projection of the height and location of the tower if constructed at the Bella Terra site. If you need any additional information, please do not hesitate to call me at 770-617-2958 or e-mail at michael@goulddigitalimaging.com.

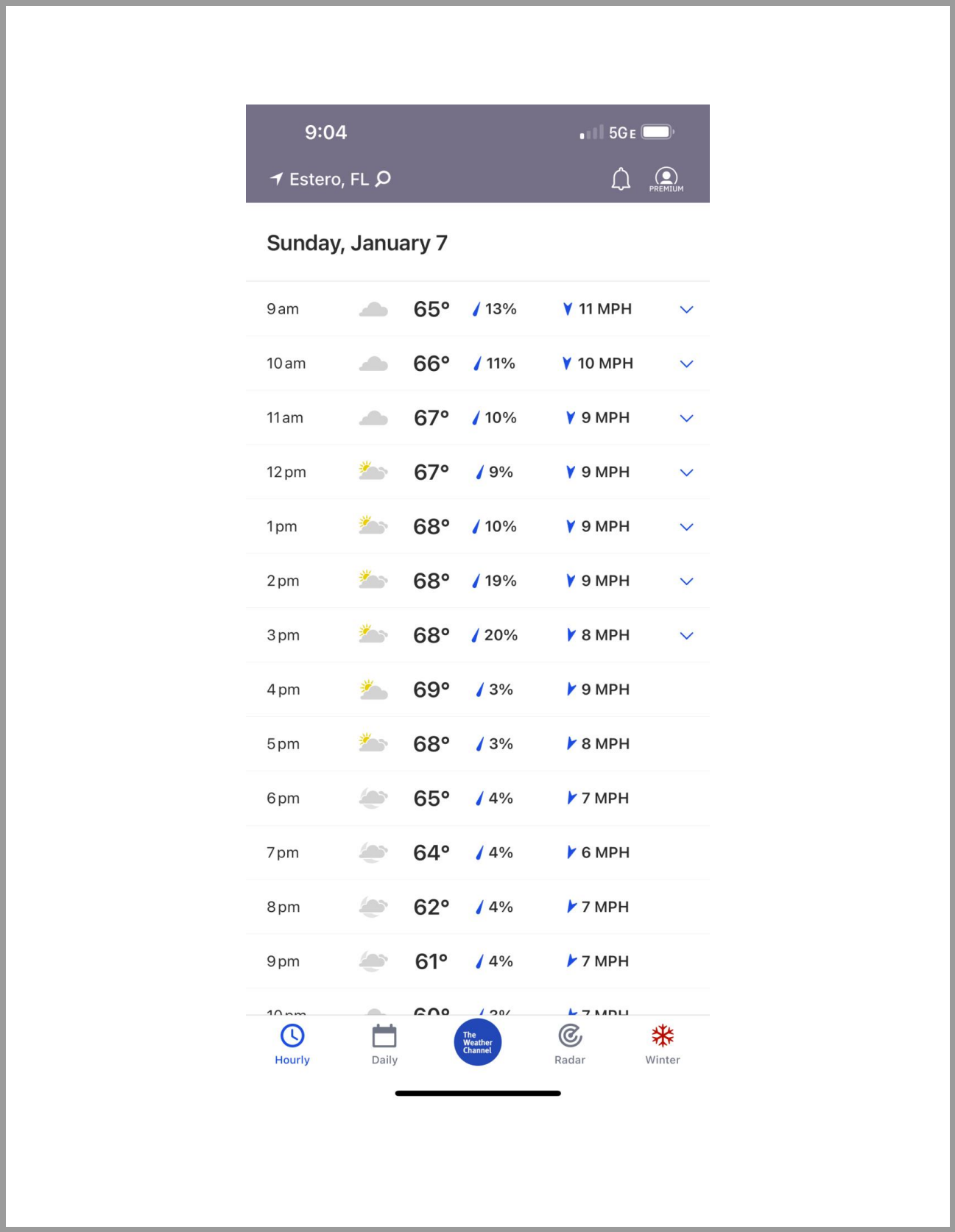
Sincerely,



Michael Gould



890 ATLANTA STREET, SUITE 190
ROSWELL, GA 30075
770-617-2958 mobile
michael@goulddigitalimaging.com





Attachment E

Applicant Summary of Public Information Meeting

**FL-101 Bella Terra
Public Information Meeting Summary**

Date of Meeting: 09/12/23
 Time: 4:30 PM (starting time for all agenda items)
 Location: Village of Estero Town Hall
 Summary:

Ms. Jahn began her presentation at the request of the Planning and Zoning Design Board (PZDB). She began her presentation of the attached PowerPoint presentation. Ms. Jahn explained the general need for the tower and its general location. She discussed how the vegetation in the area would help buffer the tower. She stated that primary access would be from the private drive off Bella Terra Drive.

Ms. Jahn stated that this tower was necessary to fill a hole in the coverage and capacity of Verizon's cellular services. Ms. Jahn stated that the tower was being built by Broadus Towers, LLC (Broadus) for their client Verizon and that T-Mobile had interest in the tower. She stated that the tower would be designed to support up to 4 carriers' collocation, should more carriers wish to provide service in the area. Ms. Jahn then presented the photo simulations. Finally, Ms. Jahn stated that Broadus held a two-day community meeting on August the 10th and 11th with generally positive comments. She stated that the attendees of the August community meeting expressed concern that Verizon's improved RF coverage did not appear to reach the southern end of the Bella Terra Community (Bella Terra). She also indicated that some other concerns, primarily aesthetics based, were voiced by a few of the attendees.

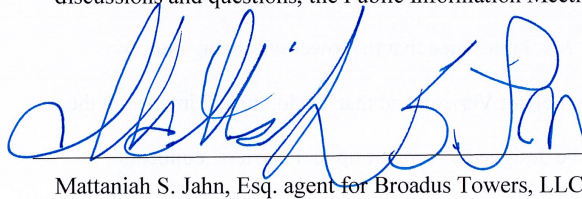
Members of the public then commented on the project to the PZDB. Most comments were positive about the project and confirmed that service in and around Bella Terra is generally poor. Some members of the public spoke or asked questions on the following issues:

- Moving the Tower to the West end of the parcel

**FL-101 Bella Terra
Public Information Meeting Summary**

- Access for the tower
- The history of the parent parcel and Bella Terra's plans to develop the rest of it
- Concerns that the tower will not serve the southern end of Bella Terra.

Ms. Jahn then returned to the lecturn to address the comments raised by the public and answer questions from the PZDB. The PZDB asked if the tower could be moved further west on the parent parcel. Ms. Jahn indicated that she would look into it with Bella Terra but that they would rather have the tower moved north towards Corkscrew Road. Ms. Jahn discussed the fact that RF signal can only propagate so far and that the limitation was compounded by the Village's height cap of 148' above ground level. Once Ms. Jahn concluded their discussions and questions, the Public Information Meeting was closed.



Mattaniah S. Jahn, Esq. agent for Broadus Towers, LLC

Attachment D

Balloon Study Affidavit

**Village of Estero, FL
BALLOON TEST AFFIDAVIT**

BEFORE ME, the undersigned authority, personally appeared Michael Gould, who being by me first duly sworn, under oath, deposes and states as follows:

1. I am over eighteen (18) years of age and have personal knowledge of the matters contained herein.
2. I am the Owner of Gould Digital Imaging, LLC and have the authority to sign this affidavit.
3. I attest that on Sunday, January 7th, 2024, for eight consecutive hours between the hours of 9:00am and 5:00pm, a four-foot diameter red helium balloon was filled and raised to a height of 175' AGL, by my hand at coordinates 26°27'04.196878" N, 81°43' 49.239999" W
4. I further attest that the Photo-Simulations, attached hereto as exhibit "A," accurately represent the location and height of the balloon as it would have been viewed from their respective locations during the test.

AFFIANT FURTHER SAYETH NAUGHT

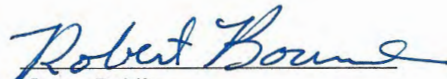


Michael Gould
Gould Digital Imaging, LLC

STATE OF Georgia
COUNTY OF Fulton

The foregoing instrument was acknowledged before me this 12th day of February 2024, by Michael Gould who is personally known to me or who has produced Drivers Lic as identification and who did take an oath.




Notary Public
Robert Bourne
Printed Name of Notary

Attachment F

Applicant Submittals

SENT VIA UPS ELECTRONIC MAIL

October 13, 2023

Mary Gibbs
Director of Community Development
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928

**RE: Bella Terra Project
Neighborhood Design Preference Letter**

Dear Ms. Gibbs:

As Master Board President of the Bella Terra Homeowners Association this letter is to express our preference to construct the proposed monopole tower further north on our property than the preferred 1:1 setback from the north property line. Our members expressed their desire for this both at our community meetings on August 10th and 11th, and at the Public Information Meeting on September 12th. We have discussed multiple locations with our homeowners and the predominating consensus is that they would prefer the tower be as far north as possible to allow us to use the maximum space on the property for future development, and to move it further away from the homeowners in the northern portion of the community.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,



Kenneth Moses
Bella Terra Homeowners Association

SENT VIA UPS ELECTRONIC MAIL

July 25, 2023

Matt A. Noble, AICP, CFM
Principal Planner
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928

**RE: Bella Terra Project
Neighborhood Design Preference Letter**

Dear Mr. Noble:

As Master Board President of the Bella Terra of SWFL **this letter is to express our preference to construct a monopole type tower, instead of tree type tower.** We informed the membership of our discussion about the tower project formally on July 27, 2022 and we continue to keep our homeowners informed. We have discussed different tower designs with our homeowners and the predominating consensus is that they would prefer a grey monopole instead of a tower camouflaged as a 148' tree as we believe a tree would stand out far more than a single grey monopole, which is commonplace in the Village.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Sincerely,



Kenneth Moses
President, Bella Terra of SWFL



SITE NAME: FL-101
SITE ADDRESS: 19980 BELLA TERRA BLVD
ESTERO, FL
COUNTY: LEE
JURISDICTION: VILLAGE OF ESTERO, FL
SITE TYPE: MONOPOLE TOWER



NEW SITE DEVELOPMENT

SITE INFORMATION

SITE NAME: FL-101
SITE ADDRESS: 19980 BELLA TERRA BLVD
ESTERO, FL
LEE COUNTY
LATITUDE: 26° 27' 04.196878" (26.451166°)
LONGITUDE: -81° 43' 49.239999" (-81.730344°)
LAT/LONG TYPE: NAD83
GROUND ELEVATION: 22'
CURRENT ZONING: CPD
JURISDICTION: VILLAGE OF ESTERO, FL
OCCUPANCY CLASSIFICATION: U
TYPE OF CONSTRUCTION: IIB
A.D.A. COMPLIANCE: FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION
PROPERTY OWNER: BELLA TERRA OF SW FL INC
ALLIANT PROPERTY MGMT
CARRIER/APPLICANT: VERIZON
500 HIDDEN RIDGE
IRVING, TX 75038
ELECTRIC PROVIDER: ---

DRAWING INDEX

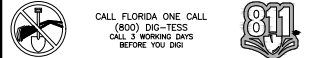
SHEET #	SHEET DESCRIPTION
1	1. SITE INFORMATION
2	2. DRAWING INDEX
3	3. LOCATION MAP
4	4. PROJECT DESCRIPTION
5	5. APPLICABLE CODES/REFERENCE DOCUMENTS
6	6. PROJECT TEAM
7	7. PROJECT DESCRIPTION
8	8. PROJECT DESCRIPTION
9	9. PROJECT DESCRIPTION
10	10. PROJECT DESCRIPTION
11	11. PROJECT DESCRIPTION
12	12. PROJECT DESCRIPTION
13	13. PROJECT DESCRIPTION
14	14. PROJECT DESCRIPTION
15	15. PROJECT DESCRIPTION
16	16. PROJECT DESCRIPTION
17	17. PROJECT DESCRIPTION
18	18. PROJECT DESCRIPTION
19	19. PROJECT DESCRIPTION
20	20. PROJECT DESCRIPTION

APPLICABLE CODES/REFERENCE DOCUMENTS

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.

CODE TYPE	CODE
BUILDING	2014
ELECTRICAL	2014

REFERENCE DOCUMENTS:
STRUCTURAL ANALYSIS: BY OTHERS
DATE:
MOUNT ANALYSIS: BY OTHERS

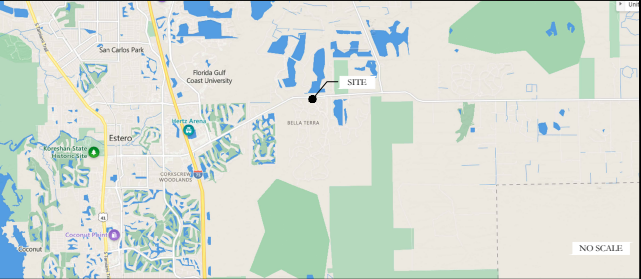


NOTES:
PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT BROADUS TOWERS CONSTRUCTION MANAGER

THE HEIGHT OF THE TOWER WILL NOT BE INCREASED; NOR WILL THERE BE AN EXPANSION OF THE GROUND/LEASE AREA

THE PARTIES ABOVE HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL CONSTRUCTION DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND ANY CHANGES AND MODIFICATIONS THEY MAY IMPOSE.

LOCATION MAP



DRIVING DIRECTIONS FROM LOCAL AIRPORT: SOUTHWEST FLORIDA INTERNATIONAL AIRPORT, 11000 TERMINAL ACCESS RD, FORT MYERS, FL 33913 DEPART AND HEAD WEST ON TERMINAL ACCESS RD. TAKE THE RAMP ON THE LEFT FOR I-75 AND HEAD TOWARD NAPLES / TAMPA. KEEP LEFT, HEADING TOWARD NAPLES. AT EXIT 123, HEAD RIGHT ON THE RAMP FOR COUNTY HWY-80 TOWARD ESTERO / MIROMAR OUTFITTERS BLVD. BEAR LEFT, THEN BEAR LEFT ONTO CORNSCREW RD / COUNTY HWY-80. TURN RIGHT ONTO MIROMAR SQUARE BLVD. TURN LEFT TO STAY ON MIROMAR SQUARE BLVD. TURN LEFT ONTO STONEYBROOK GOLF BLVD. TURN RIGHT ONTO CORNSCREW RD / COUNTY HWY-80. TURN RIGHT ONTO BELLA TERRA BLVD. ARRIVE AT BELLA TERRA BLVD ON THE RIGHT. THE LAST INTERSECTION BEFORE YOUR DESTINATION IS MIDNIGHT BLUE CT. IF YOU REACH BARLETTA LN, YOU'VE GONE TOO FAR.

PROJECT DESCRIPTION

THE PURPOSE OF THIS PROJECT IS TO PROPOSE A NEW WIRELESS TOWER SITE. FINAL SITE CONFIGURATION:

- (1) 40'X40' FENCED OFF COMPOUND
- (1) 12' SITE ACCESS GATE
- (1) COMMUNITY 11 FRAME W/ METER BANK & HOFFMAN CABINET
- (1) 175' MONOPOLE TOWER WITH ANTENNAS
- NEW VERIZON 4x11' EQUIPMENT PAD IN A 15'X25' LEASE AREA

EXECUTIVE DIRECTOR SIGNATURE _____ **DATE** _____
SUBJECT PARCEL
FL-101
PARCEL ID# 20-46-26-E-010C1.000E
BELLA TERRA OF SW FL INC.
TRACT C-1
BELLA TERRA UNIT 1
FOLD ID: 10488049
INST. NO. 2018000252780
SE 1/4, SEC. 20, T-46-S, R-26-E
LEE COUNTY, FLORIDA

BROADUS TOWERS SITE NAME: FL-101

SITE ADDRESS: 19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

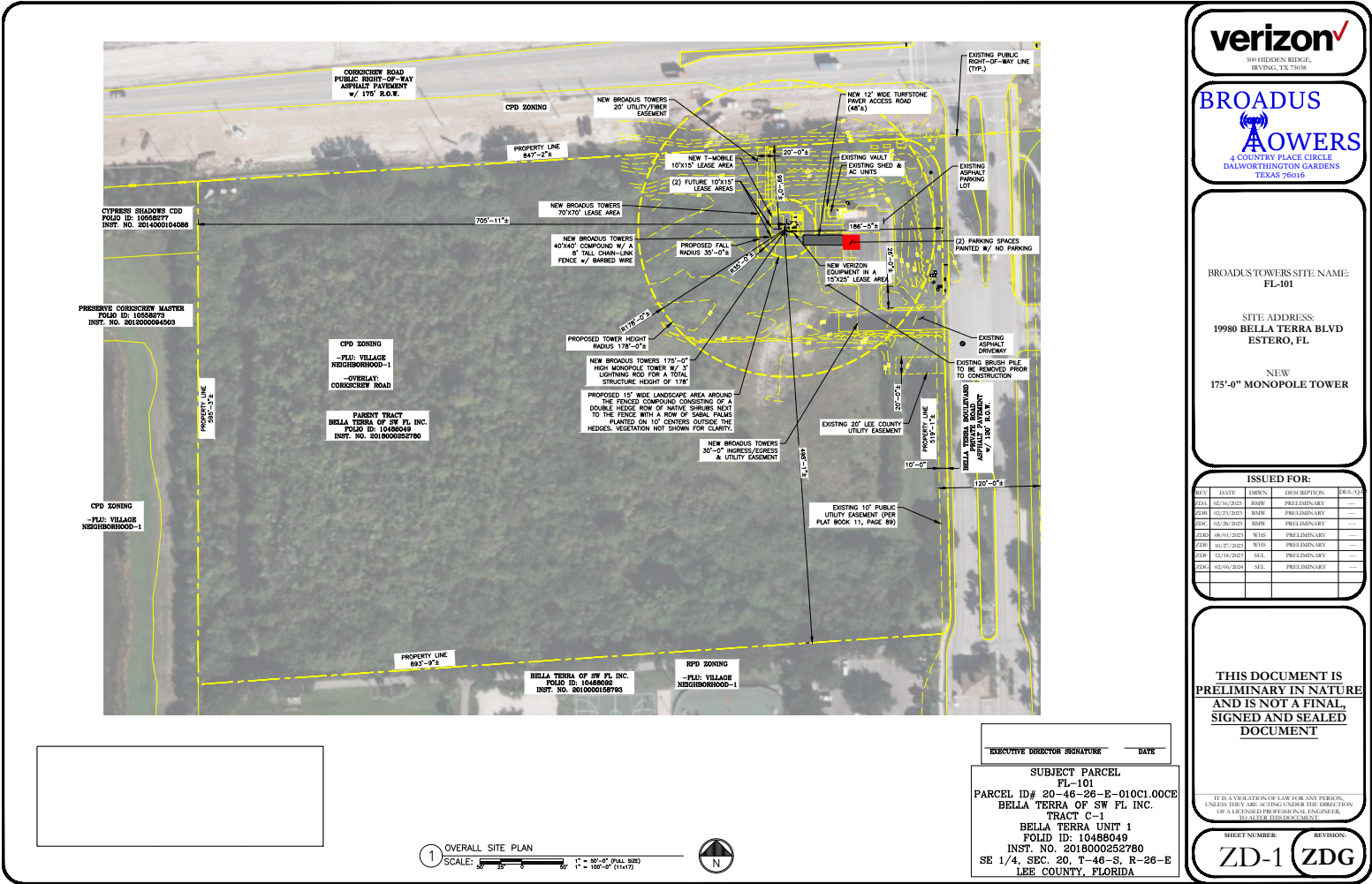
ISSUED FOR:

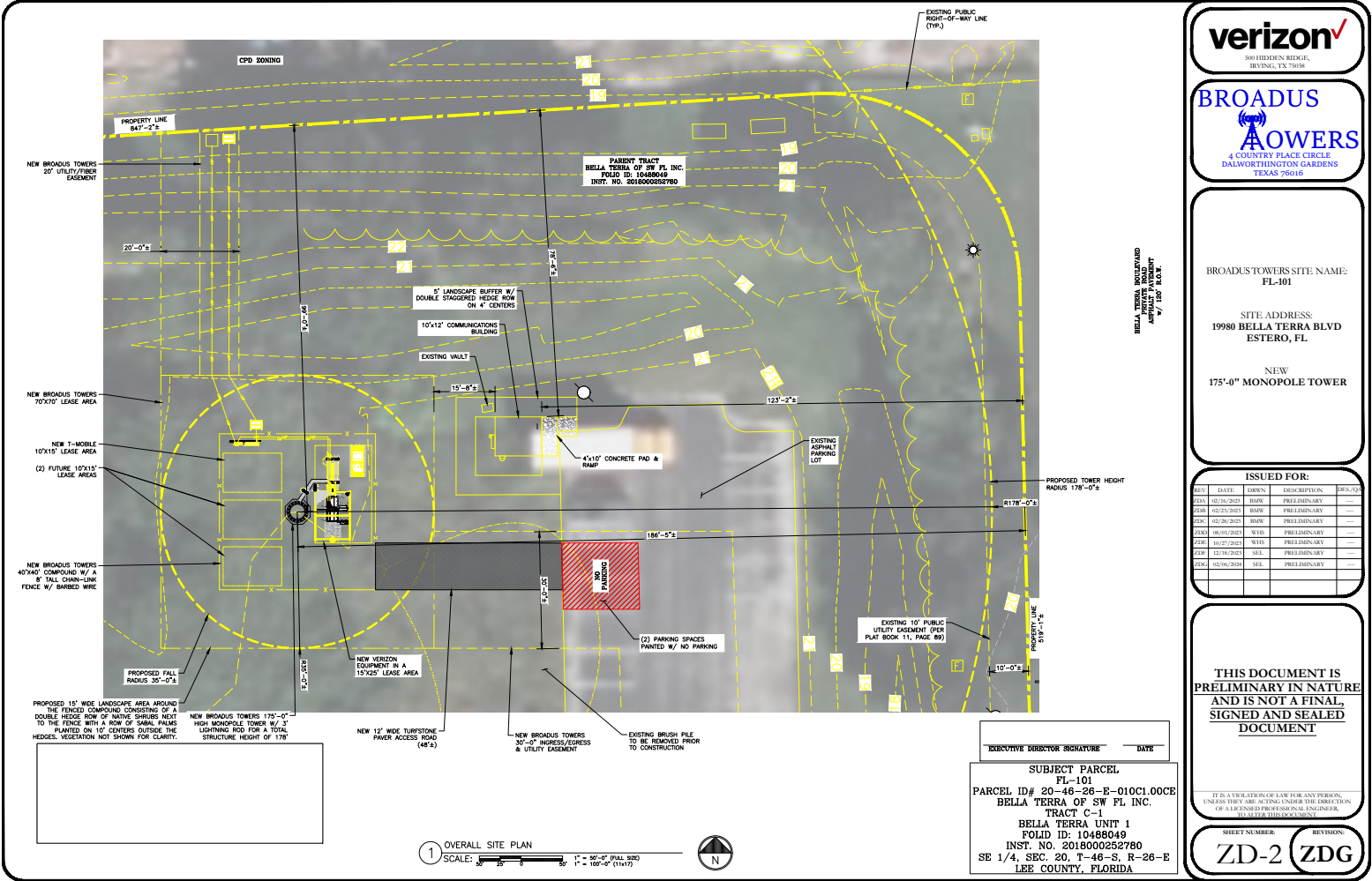
REV.	DATE	ISSUED FOR	DESCRIPTION	REV. NO.
1	02/15/2023	BROADUS	PRELIMINARY	1
2	02/23/2023	BROADUS	PRELIMINARY	2
3	02/29/2023	BROADUS	PRELIMINARY	3
4	06/05/2023	WIS	PRELIMINARY	4
5	06/05/2023	WIS	PRELIMINARY	5
6	06/05/2023	WIS	PRELIMINARY	6
7	06/05/2023	WIS	PRELIMINARY	7
8	06/05/2023	WIS	PRELIMINARY	8
9	06/05/2023	WIS	PRELIMINARY	9
10	06/05/2023	WIS	PRELIMINARY	10

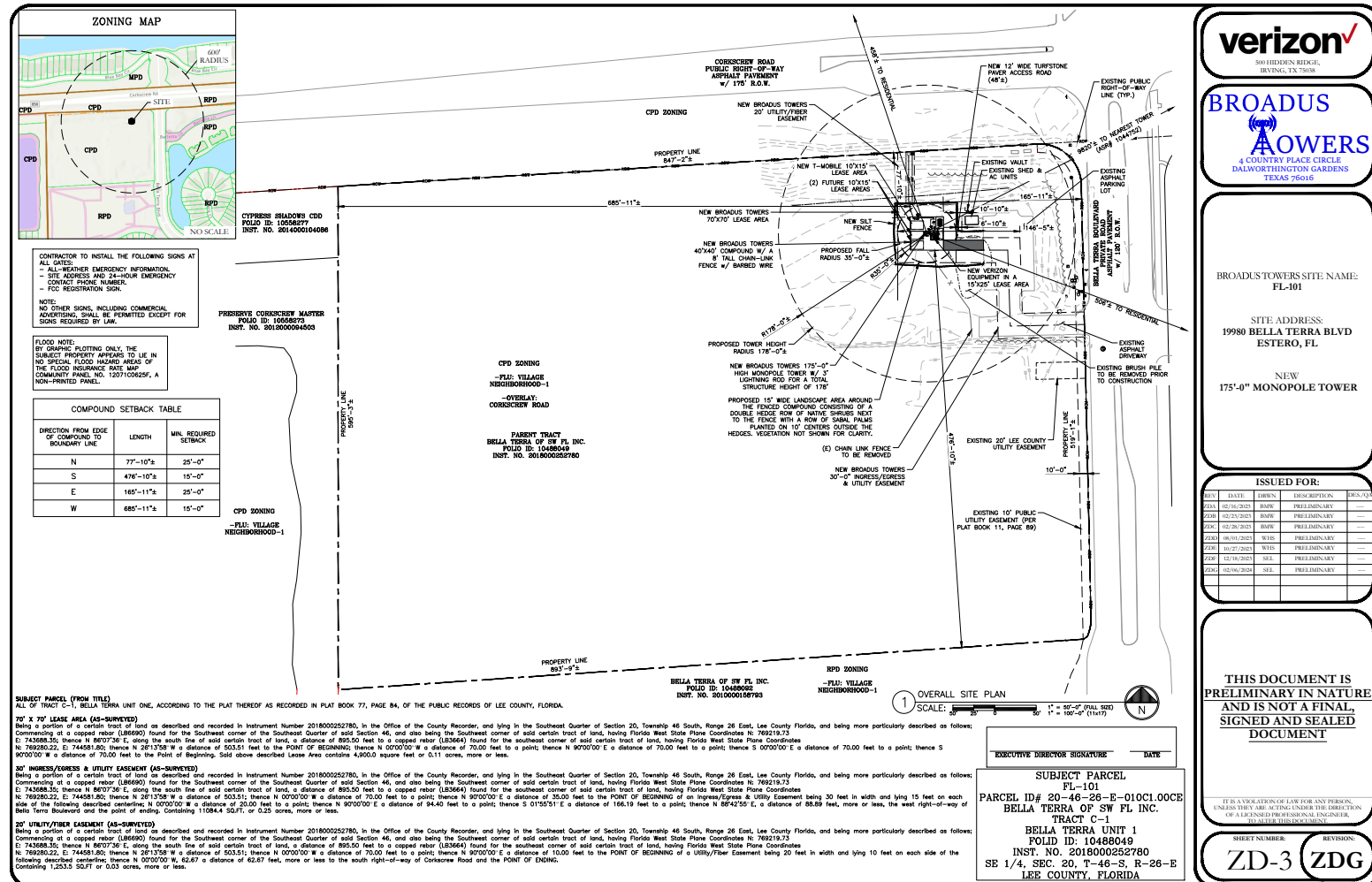
THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT

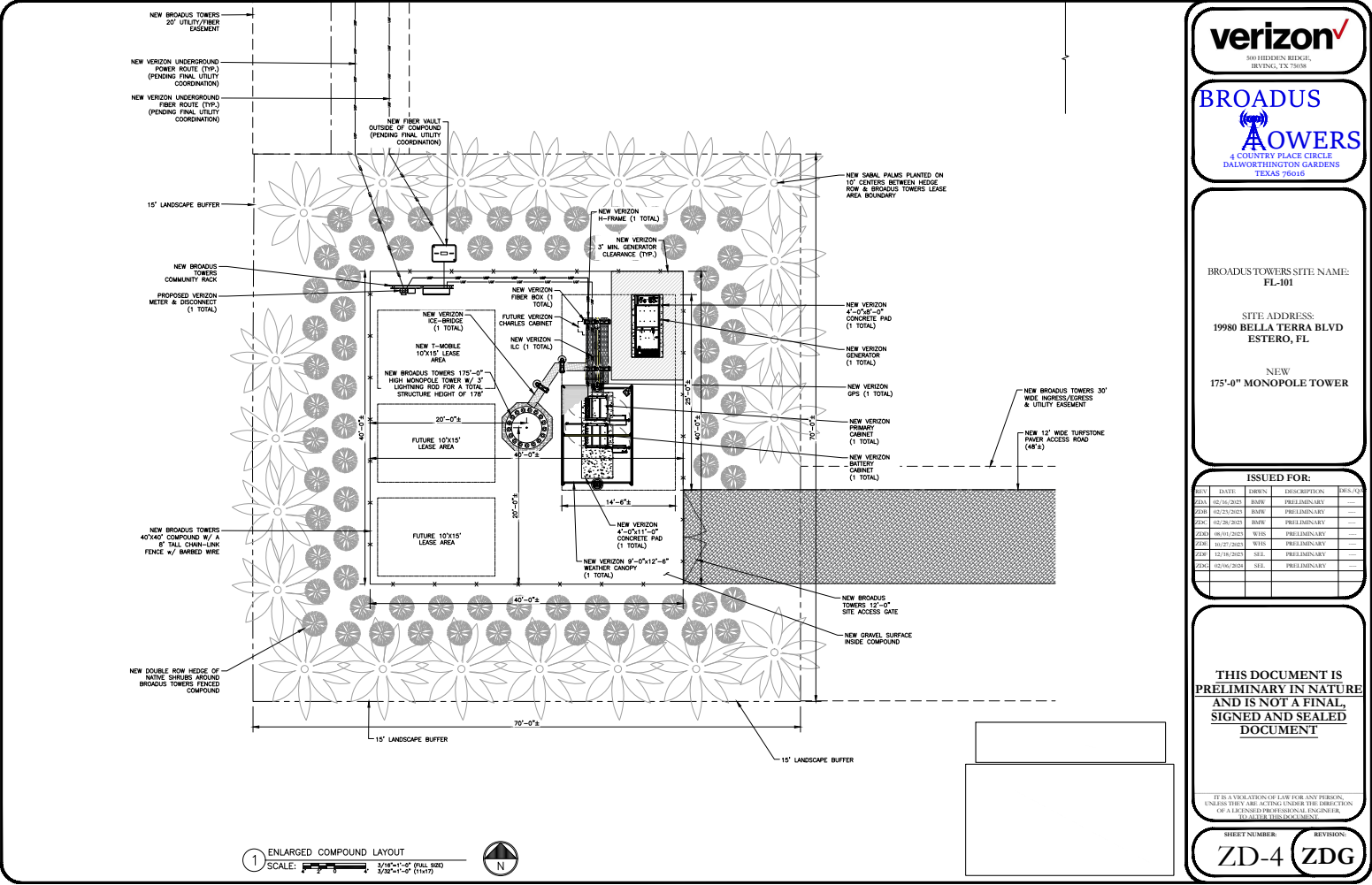
IT IS A VIOLATION OF LAW FOR ANY PERSON, OTHER THAN THE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

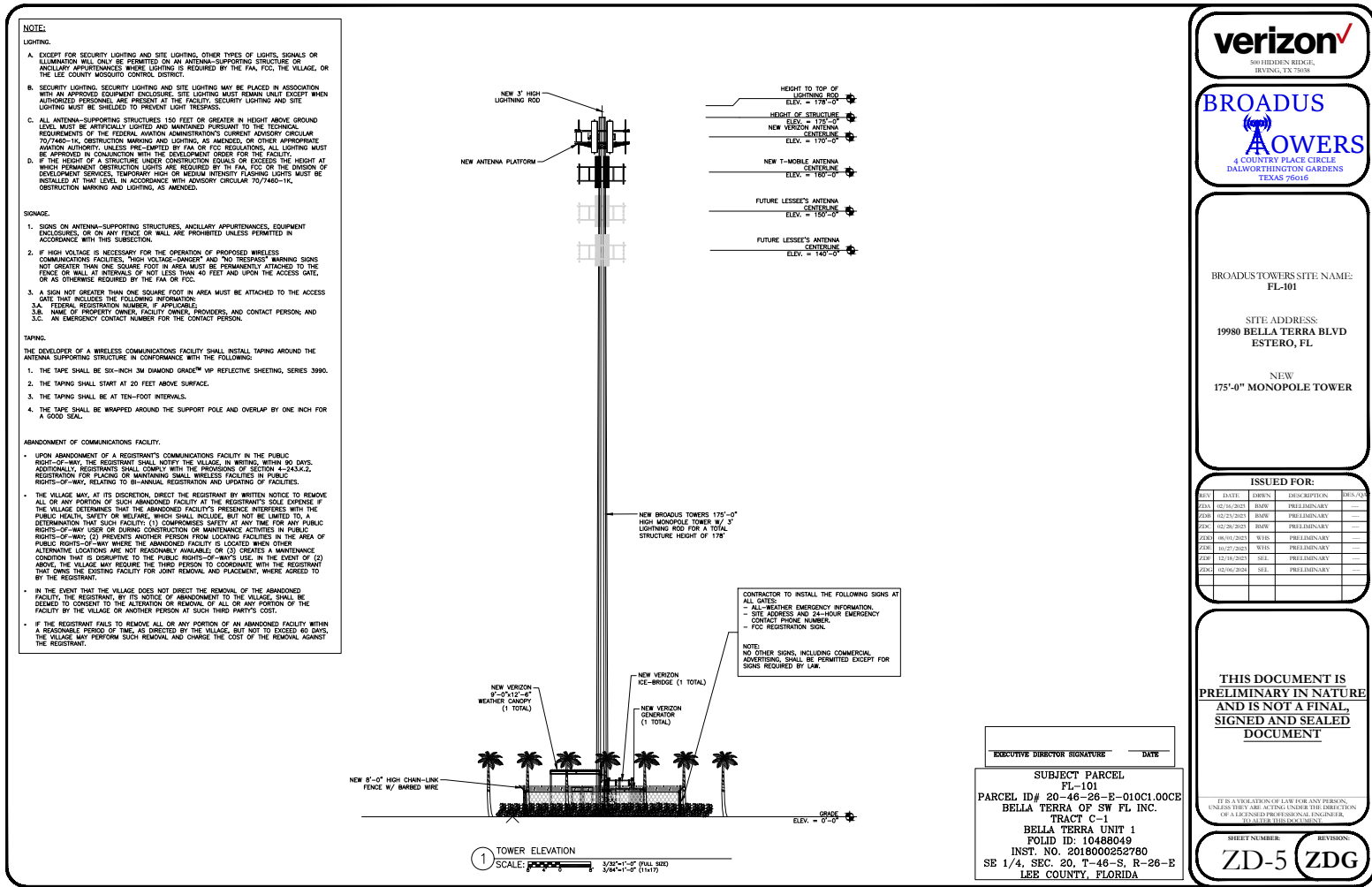
SHEET NUMBER: T-1
REVISION: ZDG

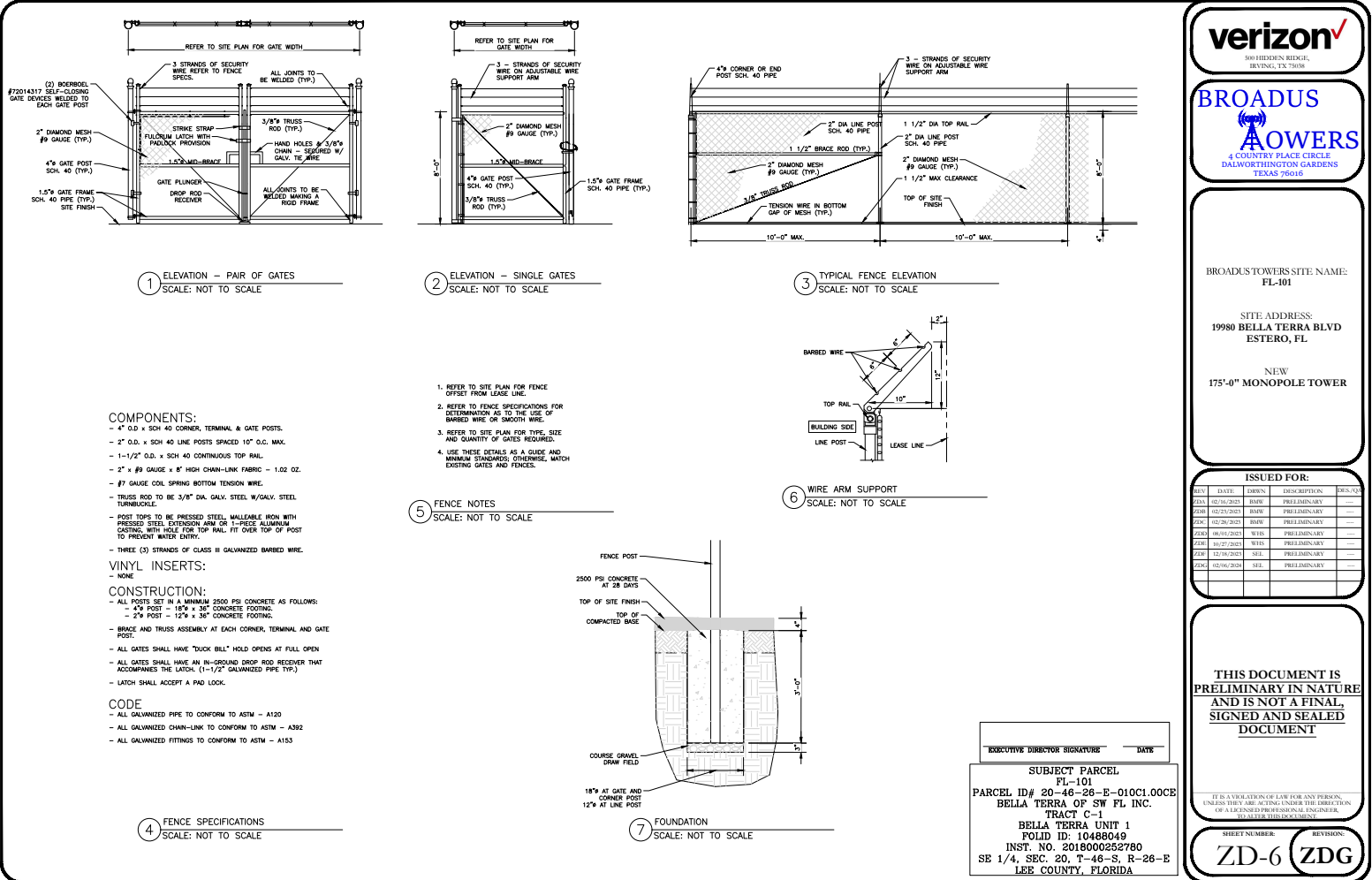
















TURFSTONE
COLLECTION

PAVERS

Turfstone is a permeable paver produced with 5,000 psi concrete in a grid like design with voids. The openings can be filled with a variety of substances. Provides a firm "breathable" foundation, requires very little maintenance, combats soil erosion, an affordable alternative to traditional paving, and allows water to penetrate into the soil.

USES: Driveways, Parking Areas, Walkways, Paths, & Driving Ranges
COLOR: Pewter



H x W x D	WEIGHT	UNITS/PALLET
15 3/4" x 23 5/8" x 3 1/8"	60lbs each	32 per pallet



EXECUTIVE DIRECTOR SIGNATURE	DATE
SUBJECT PARCEL FL-101 PARCEL ID# 20-46-26-E-010C1.00CE BELLA TERRA OF SW FL INC. TRACT C-1 BELLA TERRA UNIT 1 POLID ID: 10488049 INST. NO. 2018000252780 SE 1/4, SEC. 20, T-46-S, R-26-E LEE COUNTY, FLORIDA	

1 PROPOSED ACCESS ROAD PAVES SPECIFICATIONS
SCALE: NOT TO SCALE

verizon
500 HIDDEN RIDGE,
HOUSTON, TX 77058

**BROADUS
TOWERS**
4 COUNTRY PLACE CIRCLE
DALLAS WORTHINGTON GARDENS
TEXAS 75016

BROADUS TOWERS SITE NAME:
FL-101

SITE ADDRESS:
19980 BELLA TERRA BLVD
ESTERO, FL

NEW
175'-0" MONOPOLE TOWER

ISSUED FOR:				
REV	DATE	BY	DESCRIPTION	REV. BY
ZDA	02/16/2023	BDM	PRELIMINARY	
ZDA	02/23/2023	BDM	PRELIMINARY	
ZDA	02/28/2023	BDM	PRELIMINARY	
ZDA	08/02/2023	WDS	PRELIMINARY	
ZDA	01/27/2023	WDS	PRELIMINARY	
ZDA	02/19/2023	DEL	PRELIMINARY	
ZDA	02/19/2023	DEL	PRELIMINARY	

**THIS DOCUMENT IS
PRELIMINARY IN NATURE
AND IS NOT A FINAL,
SIGNED AND SEALED
DOCUMENT**

IT IS A VIOLATION OF LAW FOR ANY PERSON,
OTHER THAN THE ENGINEER, TO REPRODUCE OR
USE THIS DOCUMENT.

SHEET NUMBER: REVISION:
ZD-8 (ZDG)

Michael F. Plahovinsak, P.E.

18301 State Route 161, Plain City, Ohio 43064

(614) 398-6250 - mike@mfpeng.com

March 14, 2024

Broadus Towers

Re: Proposed 175-ft Monopole
Located in Lee Co., FL: FL-101 Bella Terra
MFP Project #: 23523-237 / TAPP Project Number: CP-0709

I understand that there may be some concern on the part of local building officials regarding the potential for failure of the proposed communication monopole. Communication structures are designed in accordance with the Telecommunications Industry Association TIA-222-H, "Structural Standards for Steel Antenna Towers and Antenna Supporting Structures". This Structure is to be fabricated by TransAmerican Power Products

I will design this monopole to withstand a 3-sec. gusted wind speed of 156 mph as recommended by TIA-222-H for Lee Co., FL. The design will also conform to the requirements of the Florida Building Code (8Th Ed. 2023).

This monopole will be designed to accommodate a theoretical fall radius. The upper 89' of the pole will be designed to meet the wind loads of the design, however, the lower portion of the pole will be designed with a minimum 10% extra capacity. Assuming the pole has been fabricated according to my design, and well maintained, in the event of a failure due to extreme wind and comparable appurtenance antenna load (winds in excess of the design wind load), it would yield/buckle at the 86' elevation. The yielded section is designed to swing down and rest on the ground, resulting in an approximate 23-ft fall radius

The structure will be designed with all of the applicable factors as required by the code. A properly designed, constructed and maintained pole has never collapsed; monopoles are safe structures with a long history of reliable operation.

I hope this review of the monopole design has given you a greater degree of comfort regarding the design capacity inherent in pole structures. If you have any additional questions please call me at 614-398-6250 or email mike@mfpeng.com.

Sincerely,

Michael F. Plahovinsak, P.E.

Michael Plahovinsak 2024.03.14 12:38:21
-04'00'



Michael F. Plahovinsak, P.E.
Sole Proprietor - Independent Engineer
P.E. Licensed in 48 Jurisdictions

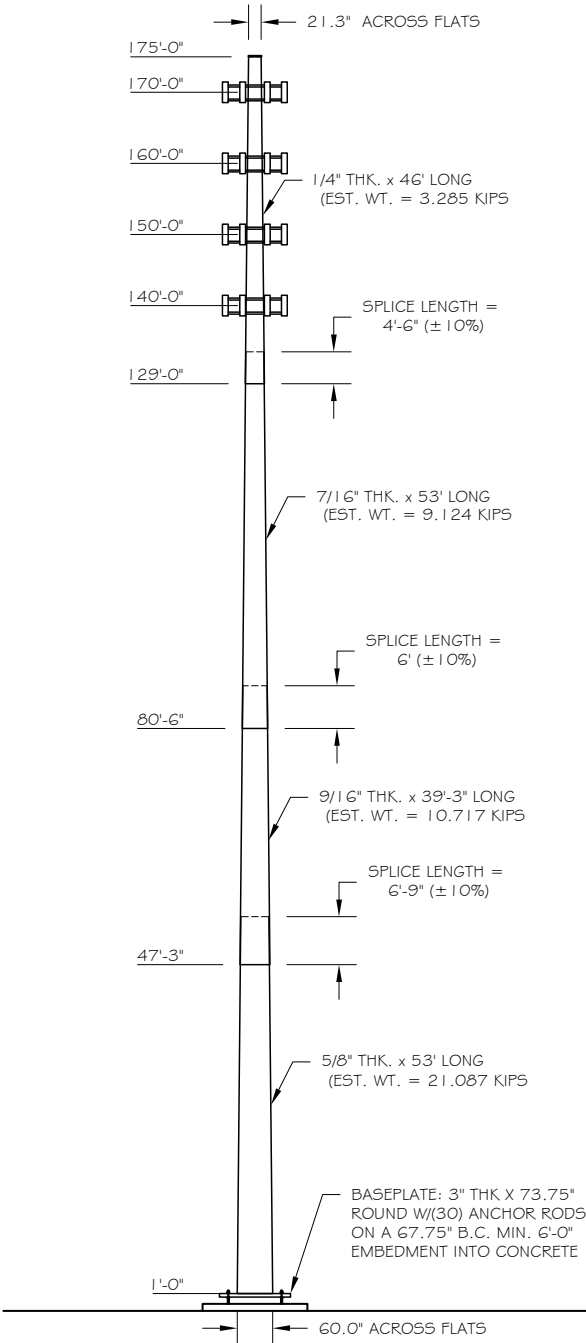




TAPP

2427 Kelly Lane
Houston, Texas 77066
281-444-8277

QUALITY STEEL POLES. DELIVERED.



Page 1 of 1	Job Number: 23523-237
Eng: MFP	Customer Ref: CP-0709
	Date: 1/3/2024
Structure: 175-FT MONOPOLE	
Site: FL-101 BELLA TERRA	
Location: LEE CO., FL / 26°27'4.2", -81°43'49.1"	
Owner: BROADUS TOWERS	
Revision No.: Revision Date:	
DESIGN	
Building Code: FLORIDA BUILDING CODE (8th Ed. 2023)	
Design Standard: TIA-222-H	
Wind Speed Load Cases: ASCE-7-22 WIND SPEED	
Load Case #1: 156 MPH Design Wind Speed	
Load Case #2: 60 MPH Service Wind Speed	
Structure Class Risk Category II	Exposure Cat. C
Topography Cat. I	Crest Height

EQUIPMENT LIST	
Elev.	Description
170	SEE SKETCH ON PAGE 2 FOR LOADING
170	SECTOR MOUNTS
160	(4) FFVV-65C-R3-V1 + (4) AIR6419 B41 + (8) RRU
160	SECTOR MOUNTS
150	(4) FFVV-65C-R3-V1 + (4) AIR6419 B41 + (8) RRU
150	SECTOR MOUNTS
140	(4) FFVV-65C-R3-V1 + (4) AIR6419 B41 + (8) RRU
140	SECTOR MOUNTS

ANTENNA FEED LINES ROUTED ON THE INSIDE OF THE POLE
POLE DESIGNED FOR A MAX 23-FT FALL RADIUS

STRUCTURE PROPERTIES					
Cross-Section: 18-Sided			Taper: 0.23707 in/ft		
Shaft Steel: ASTM A572 GR 65			Baseplate Steel: ASTM A572 GR 50		
Anchor Rods: 2.25 in. A615 GR. 75 X 7'-0"					
Sect.	Length (ft)	Thickness (in)	Splice (ft)	Top Dia. (in)	Bot Dia. (in)
1	46.00	0.2500	4.50	21.25	32.16
2	53.00	0.4375	6.00	30.59	43.15
3	39.25	0.5625	6.75	40.86	50.16
4	53.00	0.6250	0.00	47.44	60.00

This item has been digitally signed and sealed by Michael F. Plahovinsak, P.E. #66723 using a Digital Signature.

Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.



BASE REACTIONS FOR FOUNDATION DESIGN

Moment: 9990 ft-kip
Shear: 77 kip
Axial: 81 kip

<i>tnxTower</i> Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	1 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

Tower Input Data

The tower is a monopole.

This tower is designed using the TIA-222-H standard.

The following design criteria apply:

Tower base elevation above sea level: 23.00 ft.

Basic wind speed of 156 mph.

Risk Category II.

Exposure Category C.

Simplified Topographic Factor Procedure for wind speed-up calculations is used.

Topographic Category: 1.

Crest Height: 0.00 ft.

Deflections calculated using a wind speed of 60 mph.

A non-linear (P-delta) analysis was used.

Pressures are calculated at each section.

Stress ratio used in pole design is 1.

Local bending stresses due to climbing loads, feed line supports, and appurtenance mounts are not considered.

Tapered Pole Section Geometry

Section	Elevation ft	Section Length ft	Splice Length ft	Number of Sides	Top Diameter in	Bottom Diameter in	Wall Thickness in	Bend Radius in	Pole Grade
L1	175.00-129.00	46.00	4.50	18	21.2500	32.1552	0.2500	1.0000	A572-65 (65 ksi)
L2	129.00-80.50	53.00	6.00	18	30.5884	43.1530	0.4375	1.7500	A572-65 (65 ksi)
L3	80.50-47.25	39.25	6.75	18	40.8556	50.1606	0.5625	2.2500	A572-65 (65 ksi)
L4	47.25-1.00	53.00		18	47.4353	60.0000	0.6250	2.5000	A572-65 (65 ksi)

Tapered Pole Properties

Section	Tip Dia. in	Area in ²	I in ⁴	r in	C in	I/C in ³	J in ⁴	I/Q in ²	w in	w/t
L1	21.5392	16.6635	928.4153	7.4550	10.7950	86.0042	1858.0521	8.3333	3.3000	13.2
	32.6127	25.3168	3255.8745	11.3263	16.3348	199.3210	6516.0331	12.6608	5.2193	20.877
L2	32.0760	41.8682	4808.6330	10.7036	15.5389	309.4580	9623.5932	20.9381	4.6136	10.545
	43.7512	59.3158	13673.4917	15.1640	21.9217	623.7414	27364.9753	29.6636	6.8249	15.6
L3	42.8434	71.9383	14755.6736	14.3041	20.7546	710.9576	29530.7632	35.9760	6.2006	11.023
	50.8476	88.5511	27520.7946	17.6073	25.4816	1080.0277	55077.8017	44.2840	7.8383	13.935
L4	49.6956	92.8600	25706.9123	16.6177	24.0972	1066.8028	51447.6504	46.4388	7.2486	11.598
	60.8292	117.7852	52460.8421	21.0781	30.4800	1721.1562	104990.713	58.9038	9.4600	15.136

6

Tower Elevation	Gusset Area (per face)	Gusset Thickness	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals in	Double Angle Stitch Bolt Spacing Horizontal in	Double Angle Stitch Bolt Spacing Redundants in
ft	ft ²	in							
L1 175.00-129.00				1	1	1			
L2 129.00-80.50				1	1	1			
L3 80.50-47.25				1	1	1			

<i>tnxTower</i> Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	2 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

Tower Elevation	Gusset Area (per face)	Gusset Thickness	Gusset Grade	Adjust. Factor A_f	Adjust. Factor A_r	Weight Mult.	Double Angle Stitch Bolt Spacing Diagonals	Double Angle Stitch Bolt Spacing Horizontals	Double Angle Stitch Bolt Spacing Redundants
ft	ft ²	in					in	in	in
L4 47.25-1.00				1	1	1			

Feed Line/Linear Appurtenances - Entered As Area

Description	Face or Leg	Allow Shield	Exclude From Torque Calculation	Component Type	Placement ft	Total Number	$C_A A_A$ ft ² /ft	Weight plf
1 5/8"	C	No	Yes	Inside Pole	170.00 - 1.00	18	No Ice 0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	160.00 - 1.00	18	No Ice 0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	150.00 - 1.00	18	No Ice 0.00	0.92
1 5/8"	C	No	Yes	Inside Pole	140.00 - 1.00	18	No Ice 0.00	0.92

Feed Line/Linear Appurtenances Section Areas

Tower Section	Tower Elevation ft	Face	A_R ft ²	A_F ft ²	$C_A A_A$ In Face ft ²	$C_A A_A$ Out Face ft ²	Weight K
L1	175.00-129.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	1.72
L2	129.00-80.50	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	3.20
L3	80.50-47.25	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	2.20
L4	47.25-1.00	A	0.000	0.000	0.000	0.000	0.00
		B	0.000	0.000	0.000	0.000	0.00
		C	0.000	0.000	0.000	0.000	3.05

Discrete Tower Loads

Description	Face or Leg	Offset Type	Offsets: Horiz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft	$C_A A_A$ Front ft ²	$C_A A_A$ Side ft ²	Weight K
Commscope NHHSS-45C-R2BT4 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 15.90	9.48	0.12
Commscope NHHSS-65C-R2BT4 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 11.35	9.57	0.09
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 6.53	3.74	0.10
Commscope NHH-45C-R2B	B	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 15.90	9.48	0.11
Commscope NHHSS-65C-R2BT4 w/	B	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 11.35	9.57	0.09

<i>tnxTower</i> Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	3 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

<i>Description</i>	<i>Face or Leg</i>	<i>Offset Type</i>	<i>Offsets: Horz Lateral Vert ft ft ft</i>	<i>Azimuth Adjustment °</i>	<i>Placement ft</i>	<i>C_AA_A Front ft²</i>	<i>C_AA_A Side ft²</i>	<i>Weight K</i>
mount pipe			0.00					
Ericsson AIR6419 B41 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 6.53	3.74	0.10
(2) Commscope NHH-65C-R2B w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 11.35	9.54	0.08
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	170.00	No Ice 6.53	3.74	0.10
(3) Ericsson 4408	A	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice 0.55	0.28	0.01
(3) Ericsson 4490	B	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice 1.39	0.92	0.07
(3) Ericsson 4890	C	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice 2.70	1.25	0.07
Raycap OVP 12	A	From Face	2.00 0.00 0.00	0.0000	170.00	No Ice 3.78	2.51	0.03
Sector Mounts **	C	None		0.0000	170.00	No Ice 30.00	30.00	2.00
(2) Commscope FFVV-65C-R3-V1	A	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice 21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice 6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	B	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice 21.12	11.22	0.21
(2) Ericsson AIR6419 B41 w/ mount pipe	B	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice 6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	C	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice 21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	3.00 0.00 0.00	0.0000	160.00	No Ice 6.53	3.74	0.10
(4) Ericsson 4460	A	From Face	2.00 0.00 0.00	0.0000	160.00	No Ice 2.56	1.98	0.11
(4) Ericsson 4480	B	From Face	2.00 0.00 0.00	0.0000	160.00	No Ice 2.80	1.38	0.09
Sector Mounts **	C	None		0.0000	160.00	No Ice 30.00	30.00	2.00
(2) Commscope FFVV-65C-R3-V1	A	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice 21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	3.00 0.00 0.00	0.0000	150.00	No Ice 6.53	3.74	0.10
Commscope	B	From Face	3.00	0.0000	150.00	No Ice 21.12	11.22	0.21

<i>tnxTower</i> Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	4 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

Description	Face or Leg	Offset Type	Offsets: Horz Lateral Vert ft ft ft	Azimuth Adjustment °	Placement ft	C _A A _A Front ft ²	C _A A _A Side ft ²	Weight K
FFVV-65C-R3-V1			0.00					
(2) Ericsson AIR6419 B41 w/ mount pipe	B	From Face	0.00 3.00 0.00	0.0000	150.00	No Ice 6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	C	From Face	0.00 3.00 0.00	0.0000	150.00	No Ice 21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	0.00 3.00 0.00	0.0000	150.00	No Ice 6.53	3.74	0.10
(4) Ericsson 4460	A	From Face	0.00 2.00 0.00	0.0000	150.00	No Ice 2.56	1.98	0.11
(4) Ericsson 4480	B	From Face	0.00 2.00 0.00	0.0000	150.00	No Ice 2.80	1.38	0.09
Sector Mounts **	C	None	0.00	0.0000	150.00	No Ice 30.00	30.00	2.00
(2) Commscope FFVV-65C-R3-V1	A	From Face	0.00 3.00 0.00	0.0000	140.00	No Ice 21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	A	From Face	0.00 3.00 0.00	0.0000	140.00	No Ice 6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	B	From Face	0.00 3.00 0.00	0.0000	140.00	No Ice 21.12	11.22	0.21
(2) Ericsson AIR6419 B41 w/ mount pipe	B	From Face	0.00 3.00 0.00	0.0000	140.00	No Ice 6.53	3.74	0.10
Commscope FFVV-65C-R3-V1	C	From Face	0.00 3.00 0.00	0.0000	140.00	No Ice 21.12	11.22	0.21
Ericsson AIR6419 B41 w/ mount pipe	C	From Face	0.00 3.00 0.00	0.0000	140.00	No Ice 6.53	3.74	0.10
(4) Ericsson 4460	A	From Face	0.00 2.00 0.00	0.0000	140.00	No Ice 2.56	1.98	0.11
(4) Ericsson 4480	B	From Face	0.00 2.00 0.00	0.0000	140.00	No Ice 2.80	1.38	0.09
Sector Mounts	C	None	0.00	0.0000	140.00	No Ice 30.00	30.00	2.00

Load Combinations

Comb. No.	Description
1	Dead Only
2	1.2 Dead+1.0 Wind 0 deg - No Ice
3	0.9 Dead+1.0 Wind 0 deg - No Ice
4	1.2 Dead+1.0 Wind 90 deg - No Ice
5	0.9 Dead+1.0 Wind 90 deg - No Ice
6	1.2 Dead+1.0 Wind 180 deg - No Ice

<i>tnxTower</i> Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	5 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

<i>Comb. No.</i>	<i>Description</i>
7	0.9 Dead+1.0 Wind 180 deg - No Ice
8	Dead+Wind 0 deg - Service
9	Dead+Wind 90 deg - Service
10	Dead+Wind 180 deg - Service

Maximum Member Forces

<i>Section No.</i>	<i>Elevation ft</i>	<i>Component Type</i>	<i>Condition</i>	<i>Gov. Load Comb.</i>	<i>Axial K</i>	<i>Major Axis Moment kip-ft</i>	<i>Minor Axis Moment kip-ft</i>
L1	175 - 129	Pole	Max Tension	9	0.00	-0.00	-0.00
			Max. Compression	1	-19.92	1.52	5.76
			Max. Mx	4	-16.97	-1047.38	-1.21
			Max. My	2	-17.59	8.33	1011.87
			Max. Vy	4	49.36	-1047.38	-1.21
			Max. Vx	2	-46.91	8.33	1011.87
			Max. Torque	4			11.09
L2	129 - 80.5	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-33.26	-24.16	-3378.43
			Max. Mx	4	-32.86	-3544.43	-18.99
			Max. My	2	-33.25	27.50	3392.56
			Max. Vy	4	56.89	-3544.43	-18.99
			Max. Vx	2	-54.41	27.50	3392.56
			Max. Torque	4			11.06
L3	80.5 - 47.25	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-49.23	-36.88	-5237.29
			Max. Mx	4	-48.99	-5484.10	-31.57
			Max. My	2	-49.23	40.47	5251.61
			Max. Vy	4	62.31	-5484.10	-31.57
			Max. Vx	2	-59.84	40.47	5251.61
			Max. Torque	4			10.94
L4	47.25 - 1	Pole	Max Tension	1	0.00	0.00	0.00
			Max. Compression	6	-81.24	-57.32	-8614.46
			Max. Mx	4	-81.24	-8990.40	-51.96
			Max. My	2	-81.24	60.94	8628.93
			Max. Vy	4	69.37	-8990.40	-51.96
			Max. Vx	2	-67.00	60.94	8628.93
			Max. Torque	4			10.90

Maximum Tower Deflections - Service Wind

<i>Section No.</i>	<i>Elevation ft</i>	<i>Horz. Deflection in</i>	<i>Gov. Load Comb.</i>	<i>Tilt °</i>	<i>Twist °</i>
L1	175 - 129	24.625	9	1.3130	0.0057
L2	133.5 - 80.5	13.812	9	1.0750	0.0031
L3	86.5 - 47.25	5.359	9	0.6111	0.0010
L4	54 - 1	2.019	9	0.3546	0.0005

tnxTower Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	6 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

Critical Deflections and Radius of Curvature - Service Wind

Elevation	Appurtenance	Gov. Load Comb.	Deflection	Tilt	Twist	Radius of Curvature
ft			in	°	°	ft
170.00	Commscope NHHSS-45C-R2BT4 w/ mount pipe	9	23.246	1.2902	0.0079	43915
160.00	(2) Commscope FFVV-65C-R3-V1	9	20.514	1.2425	0.0070	14638
150.00	(2) Commscope FFVV-65C-R3-V1	9	17.864	1.1886	0.0061	8782
140.00	(2) Commscope FFVV-65C-R3-V1	9	15.348	1.1244	0.0052	6272

Maximum Tower Deflections - Design Wind

Section No.	Elevation	Horz. Deflection	Gov. Load Comb.	Tilt	Twist
	ft	in		°	°
L1	175 - 129	186.714	4	9.9835	0.0421
L2	133.5 - 80.5	104.830	4	8.1751	0.0228
L3	86.5 - 47.25	40.713	4	4.6456	0.0075
L4	54 - 1	15.339	4	2.6952	0.0035

Critical Deflections and Radius of Curvature - Design Wind

Elevation	Appurtenance	Gov. Load Comb.	Deflection	Tilt	Twist	Radius of Curvature
ft			in	°	°	ft
170.00	Commscope NHHSS-45C-R2BT4 w/ mount pipe	4	176.272	9.8105	0.0580	6157
160.00	(2) Commscope FFVV-65C-R3-V1	4	155.592	9.4485	0.0514	2049
150.00	(2) Commscope FFVV-65C-R3-V1	4	135.523	9.0390	0.0448	1225
140.00	(2) Commscope FFVV-65C-R3-V1	4	116.473	8.5503	0.0384	871

Pole Design Data

Section No.	Elevation	Size	L	L _u	Kl/r	A	P _u	φP _n	Ratio
	ft		ft	ft		in ²	K	K	$\frac{P_u}{\phi P_n}$
L1	175 - 129 (1)	TP32.1552x21.25x0.25	46.00	0.00	0.0	24.4702	-16.97	1431.51	0.012
L2	129 - 80.5 (2)	TP43.153x30.5884x0.4375	53.00	0.00	0.0	57.3406	-32.86	3354.43	0.010
L3	80.5 - 47.25 (3)	TP50.1606x40.8556x0.5625	39.25	0.00	0.0	85.6942	-48.99	5013.11	0.010
L4	47.25 - 1 (4)	TP60x47.4353x0.625	53.00	0.00	0.0	110.917	-72.55	6488.62	0.011
0									

Pole Bending Design Data

Section No.	Elevation	Size	M _{xx}	φM _{xx}	Ratio	M _{yy}	φM _{yy}	Ratio
	ft		kip-ft	kip-ft	$\frac{M_{xx}}{\phi M_{xx}}$	kip-ft	kip-ft	$\frac{M_{yy}}{\phi M_{yy}}$
L1	175 - 129 (1)	TP32.1552x21.25x0.25	1047.38	1085.28	0.965	0.00	1085.28	0.000
L2	129 - 80.5 (2)	TP43.153x30.5884x0.4375	3544.47	3607.57	0.983	0.00	3607.57	0.000
L3	80.5 - 47.25 (3)	TP50.1606x40.8556x0.5625	5484.19	6259.87	0.876	0.00	6259.87	0.000
L4	47.25 - 1 (4)	TP60x47.4353x0.625	7989.73	9443.42	0.846	0.00	9443.42	0.000

tnxTower Michael Plahovinsak, P.E. 18301 State Route 161 Plain City, OH 43064 Phone: 614-398-6250 FAX: mike@mfpeng.com	Job	175-ft Monopole - MFP #23523-237	Page	7 of 7
	Project	FL-101 Bella Terra	Date	11:10:39 01/03/24
	Client	CP-0709	Designed by	JC

Pole Shear Design Data

Section No.	Elevation ft	Size	Actual V_u K	ϕV_n K	Ratio V_u ϕV_n	Actual T_u kip-ft	ϕT_n kip-ft	Ratio T_u ϕT_n
L1	175 - 129 (1)	TP32.1552x21.25x0.25	49.37	429.45	0.115	11.07	1159.81	0.010
L2	129 - 80.5 (2)	TP43.153x30.5884x0.4375	56.89	1006.33	0.057	10.95	3639.13	0.003
L3	80.5 - 47.25 (3)	TP50.1606x40.8556x0.5625	62.31	1503.93	0.041	10.90	6321.64	0.002
L4	47.25 - 1 (4)	TP60x47.4353x0.625	68.08	1966.68	0.035	10.88	9531.50	0.001

Pole Interaction Design Data

Section No.	Elevation ft	Ratio P_u ϕP_n	Ratio M_{ux} ϕM_{nx}	Ratio M_{uy} ϕM_{ny}	Ratio V_u ϕV_n	Ratio T_u ϕT_n	Comb. Stress Ratio	Allow. Stress Ratio	Criteria
L1	175 - 129 (1)	0.012	0.965	0.000	0.115	0.010	0.992	1.000	4.8.2 ✓
L2	129 - 80.5 (2)	0.010	0.983	0.000	0.057	0.003	0.996	1.000	4.8.2 ✓
L3	80.5 - 47.25 (3)	0.010	0.876	0.000	0.041	0.002	0.888	1.000	4.8.2 ✓
L4	47.25 - 1 (4)	0.011	0.846	0.000	0.035	0.001	0.859	1.000	4.8.2 ✓

Section Capacity Table

Section No.	Elevation ft	Component Type	Size	Critical Element	P K	ϕP_{allow} K	% Capacity	Pass Fail
L1	175 - 129	Pole	TP32.1552x21.25x0.25	1	-16.97	1431.51	99.2	Pass
L2	129 - 80.5	Pole	TP43.153x30.5884x0.4375	2	-32.86	3354.43	99.6	Pass
L3	80.5 - 47.25	Pole	TP50.1606x40.8556x0.5625	3	-48.99	5013.11	88.8	Pass
L4	47.25 - 1	Pole	TP60x47.4353x0.625	4	-72.55	6488.62	85.9	Pass
							Summary	
							Pole (L2)	99.6
							RATING =	99.6
								Pass

Michael F. Plahovinsak, P.E. 18301 State Route 161 W Plain City, OH 43064 Phone: 614-398-6250 email: mike@mfpeng.com	Job 175-ft monopole - MFP #23523-237	Page BP & AB Calc
	Project FL-101 Bella Terra	Date 1/3/2024
	Client TAPP CP-0709	Designed by Mike

Anchor Rod and Base Plate Calculation

TIA-222-H

Factored Base Reactions:	Pole Shape:	Anchor Rods:	Base Plate:
Moment: 8991 ft-kips	18-Sided	(30) 2.25 in. A615 GR. 75	3 in. x 73.75 in. Round
Shear: 69 kips	Pole Dia. (D_f):	Anchor Rods Evenly Spaced	$f_y = 50$ ksi
Axial: 81 kips	60.00 in	On a 67.75 in Bolt Circle	

Anchor Rod Calculation According to TIA-222-H section 4.9.9

$$\phi_t, \phi_v = 0.75 \text{ TIA 4.9.6}$$

$$I_{bolts} = 17212.73 \text{ in}^2 \text{ Momet of Inertia}$$

$$P_u = 210 \text{ kips Tension Force}$$

$$V_u = 2.3 \text{ kips Shear Force}$$

$$R_{nt} = 325.00 \text{ kips Nominal Tensile Strength}$$

$$R_{nv} = 198.80 \text{ kips (0.5 x fu x ag)}$$

$$\text{Stress Rating} = 86.0\% \text{ Satisfies TIA-H 4.9.9}$$

Base Plate Calculation According to TIA-222-H

$$\phi = 0.90 \text{ TIA 4.7}$$

$$M_{PL} = 504.1 \text{ in-kip Plate Moment}$$

$$L = 6.3 \text{ in Section Length}$$

$$Z = 14.1 \text{ Plastic Section Modulus}$$

$$M_p = 706.9 \text{ in-kip Plastic Moment}$$

$$\phi M_n = 636.2 \text{ in-kip Factored Resistance}$$

Calculated Moment vs Factored Resistance

$$504.12 \text{ in-kip} \leq 636 \text{ in-kip}$$

$$\text{Stress Rating} = 79.2\%$$

Anchor Rods Are Adequate	86.0% ☒
Base Plate is Adequate	79.2% ☒

FL-101 BELLA TERRA 178' AGL MONOPOLE

Broadus Towers, LLC

Case #: DCI2023-E002

Village Council – 04/17/2024

AERIALS AND ZONING MAPS

Mattaniah S. Jahn



The screenshot displays a GIS application interface. On the left, there are two toolbars: 'Map Tools' with various navigation icons and a 'Panning' section, and 'Find parcels' with a search dropdown set to 'Location' and several selection icons. The main map area shows an aerial view of a residential development with yellow parcel boundaries. A cyan line runs horizontally across the map, and a magenta line runs vertically. The bottom of the screen features a data table with the following information:

STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Tr
07-47-26-00-00001.0000	10610494	LEE COUNTY	ACCESS UNDETERMINED, BONITA SPR...	-	

Map Tools

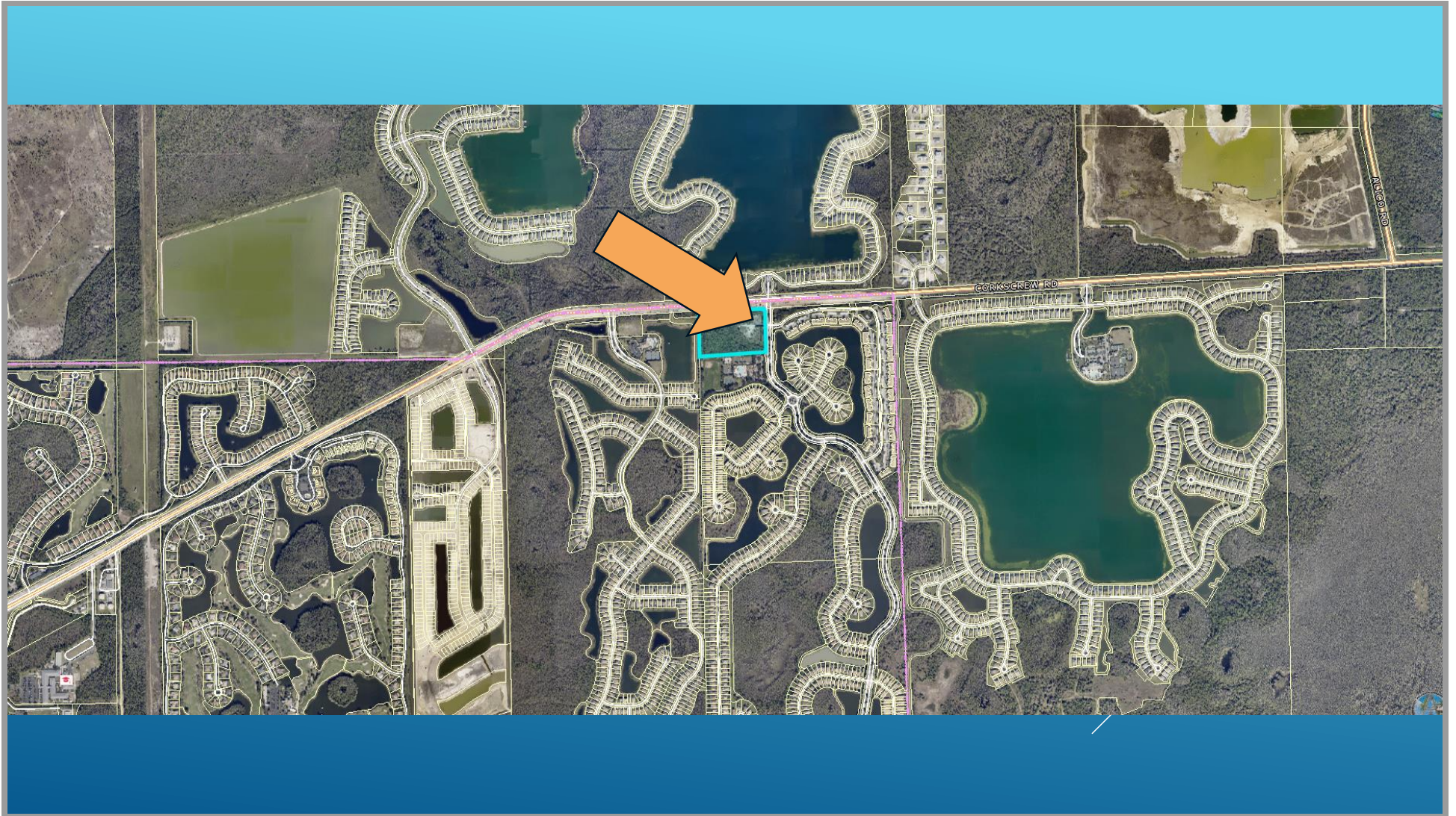
Panning

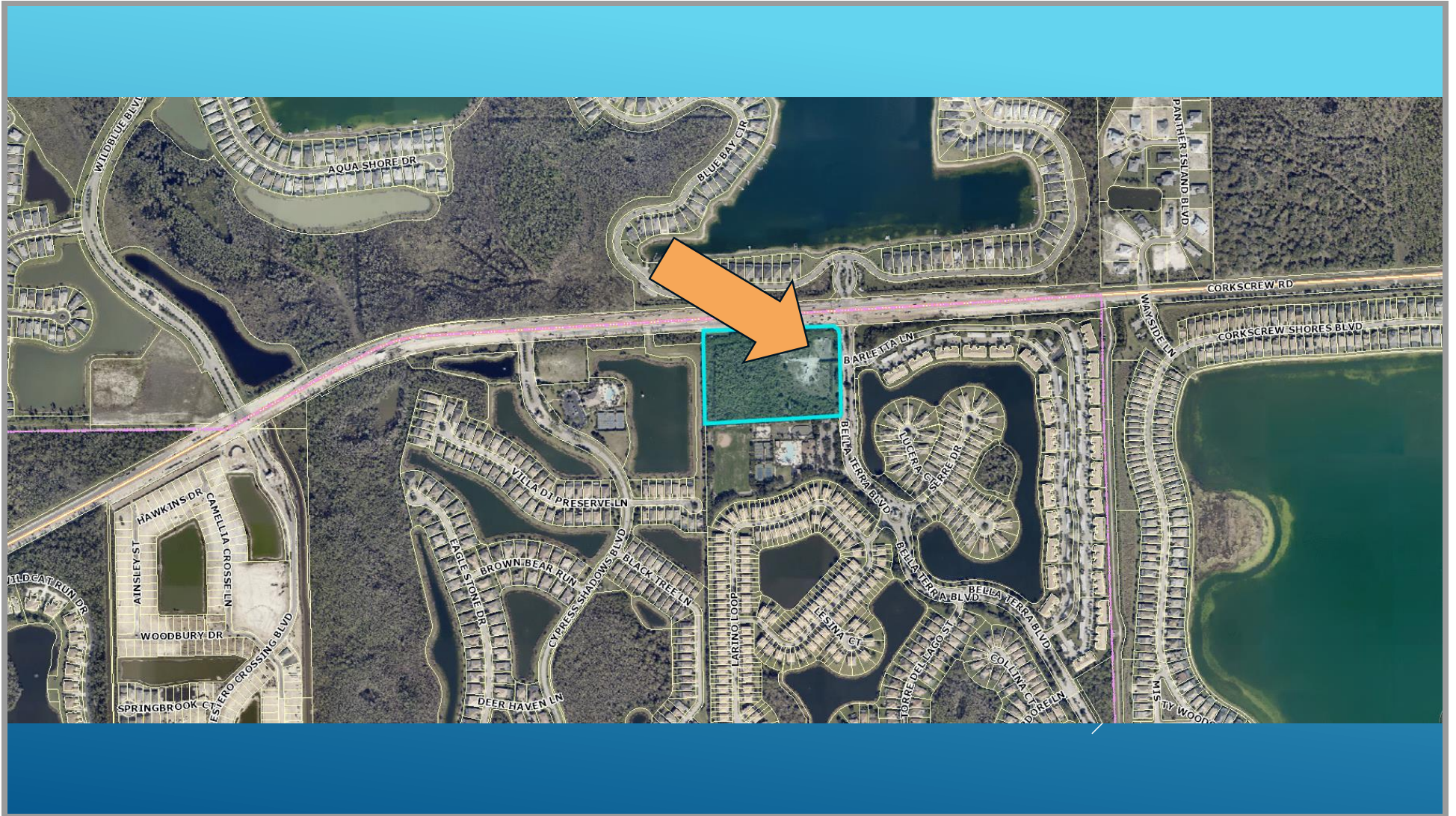
Find parcels

Find parcel(s) by: Location

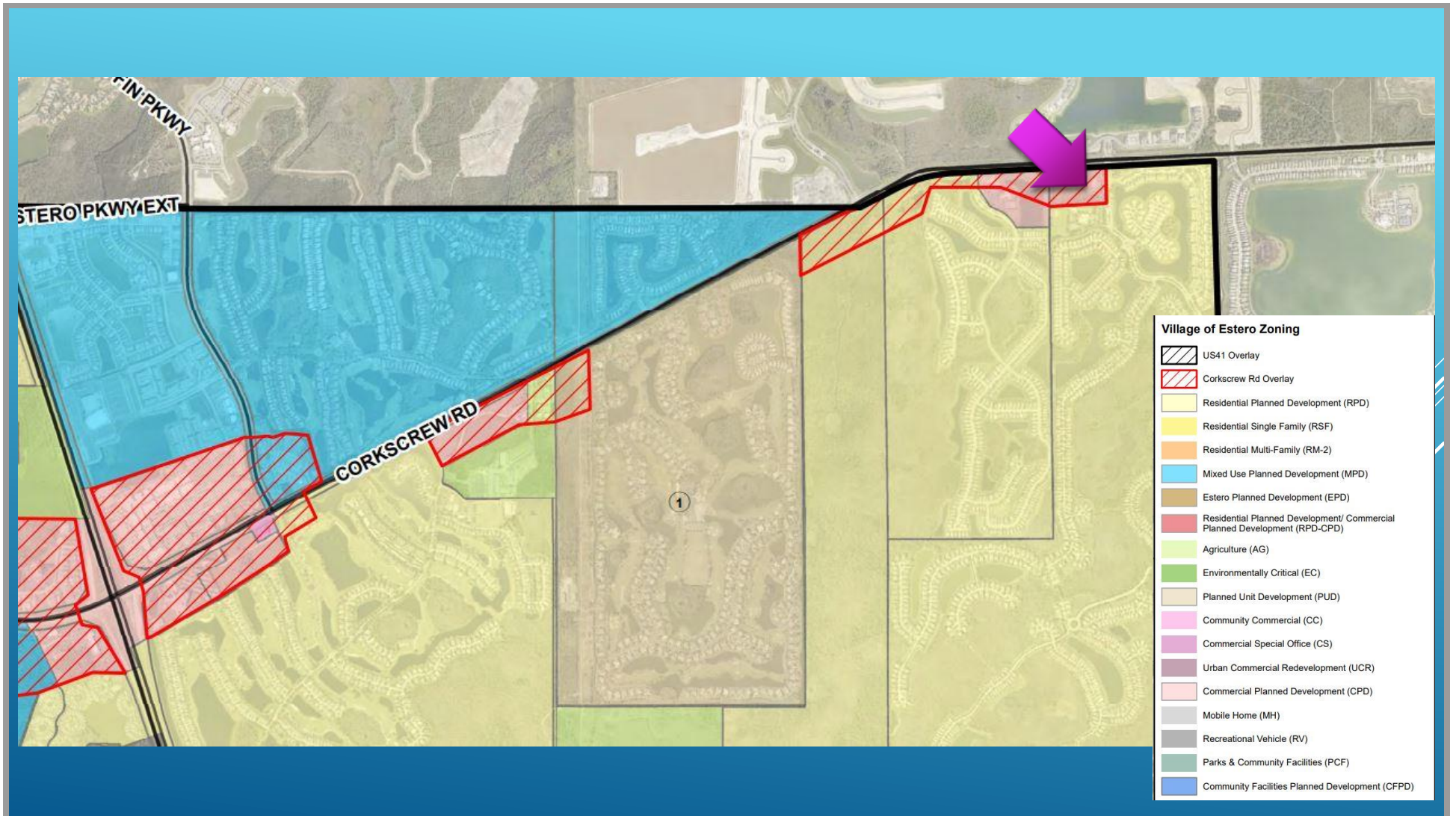
☐ Append to current selection.

STRAP	Folio	Owner Name	Site Address	Last Trans. Date	Last Trans. Amt	Just Value	Taxable Value
33-46-26-00-00001.0000	10352119	LEE COUNTY	ACCESS UNDETERMINED, ESTERO	12-1992	\$ 2,244,800	\$ 3,161,150	\$ 0







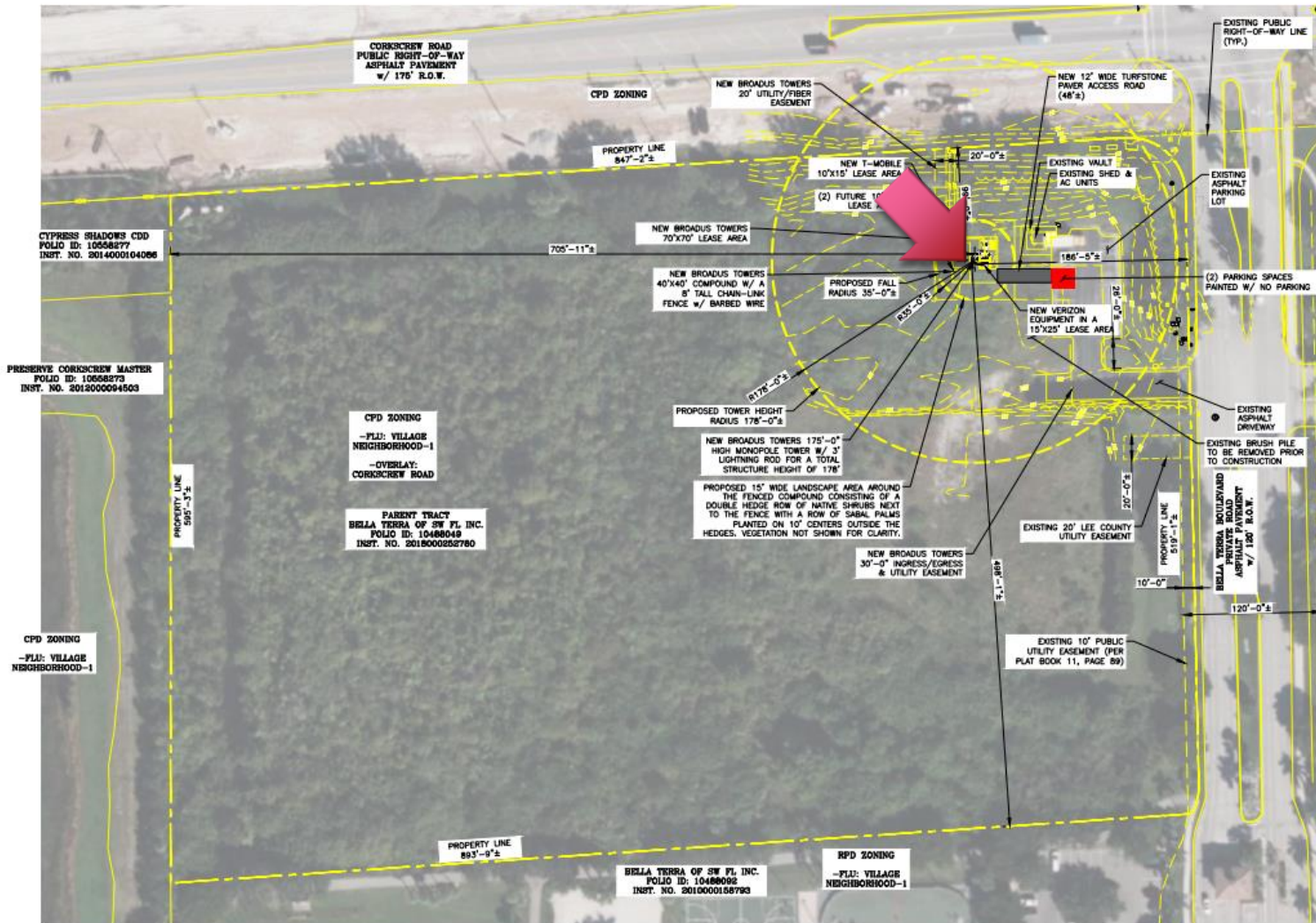




EXAMPLES AND SELECT PLAN SHEETS

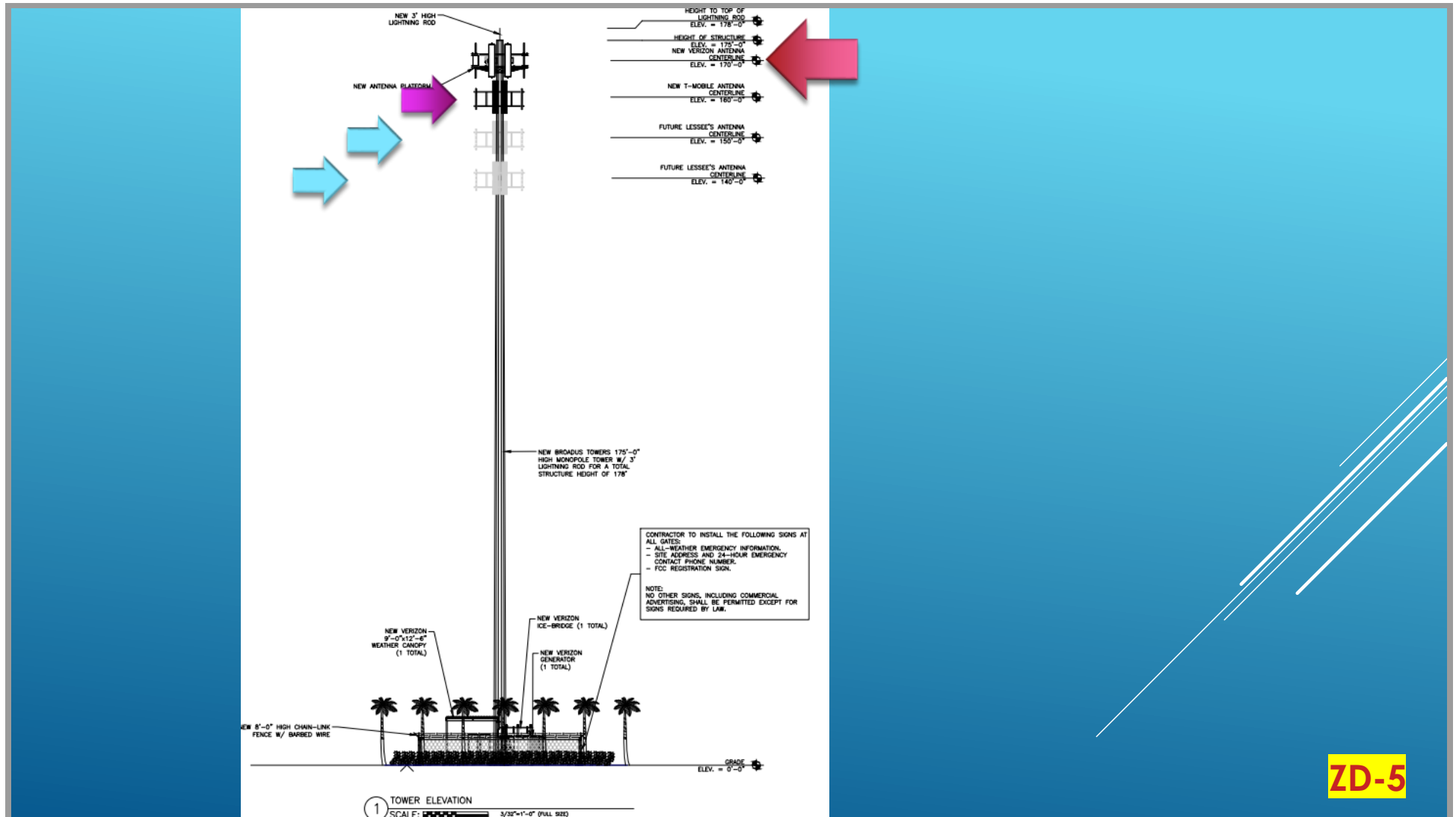
Mattaniah S. Jahn





ZD-1





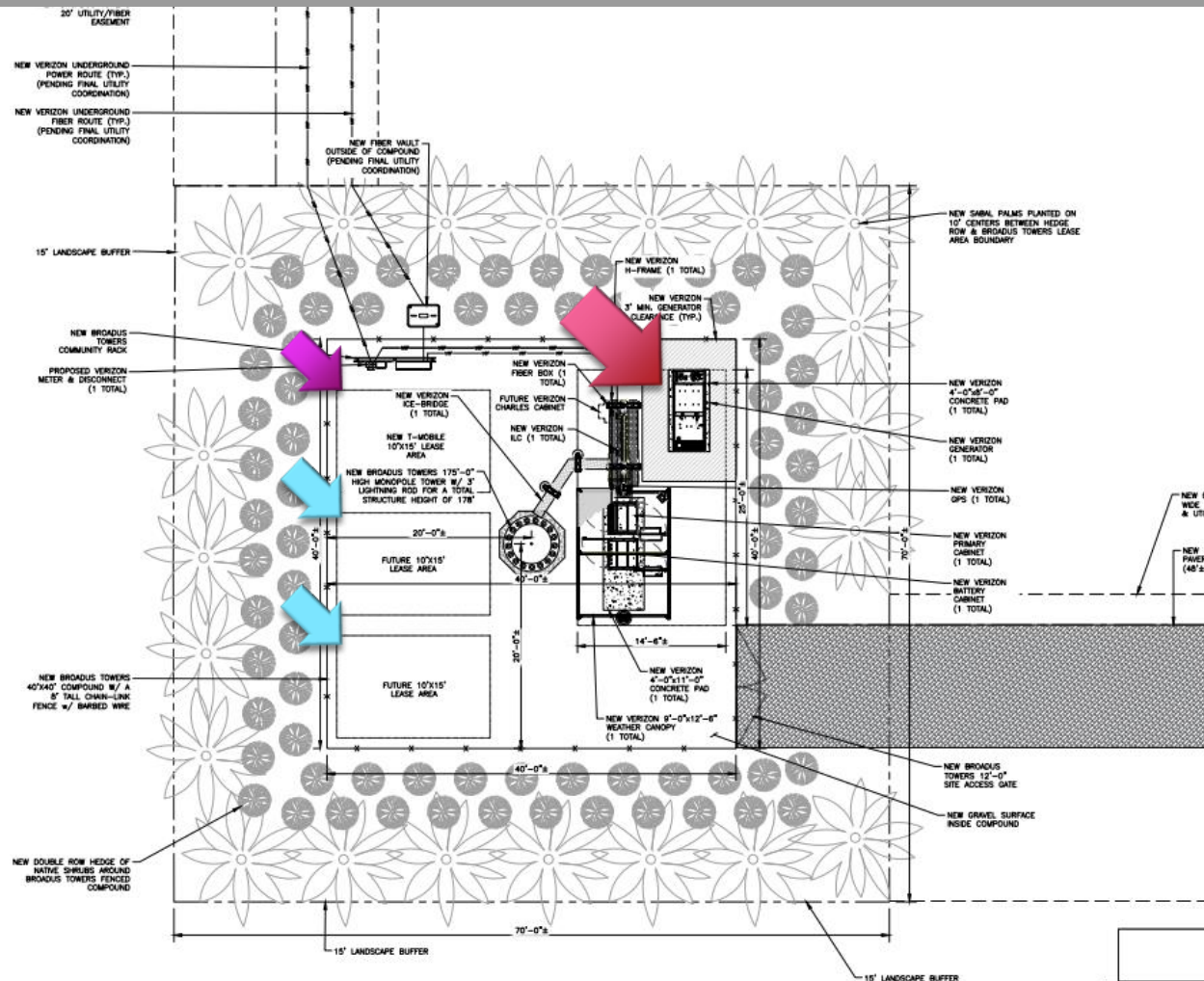


PHOTO SIMULATIONS

Mattaniah S. Jahn











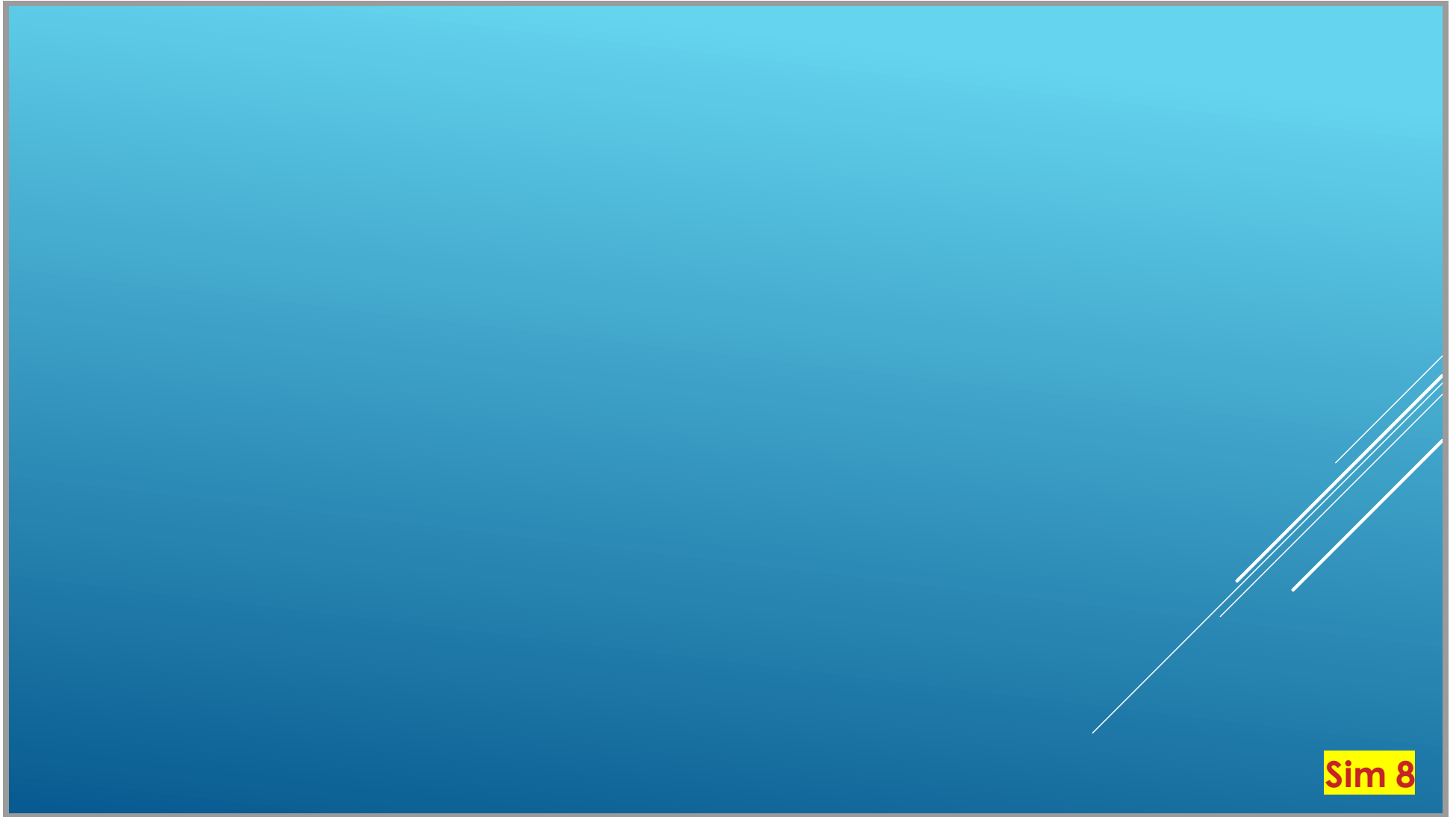






verizon✓
FL-101
19980 Bella Terra Blvd, Estero, FL
175ft. MONOPOLE
SIMULATION
View #7 from Blue Bay Circle
approximately 1,300ft. Northwest of site

Sim 7



RF NEED – VERIZON

Mattaniah S. Jahn

COMPTON

Lee County, FL

Prepared by Verizon Wireless RF Engineering

Darwin Feliz

December 13, 2022

verizon✓

Introduction:

This Verizon proposed tower, Compton is needed to improve wireless service coverage to the near by communities and roads.

Coverage is the need to expand wireless service into an area that either has no service or bad service. The request for service often comes from customers or emergency personnel. Expansion of service could mean improving the signal levels in a large apartment complex or new residential community. It could also mean providing new service along a newly built highway.

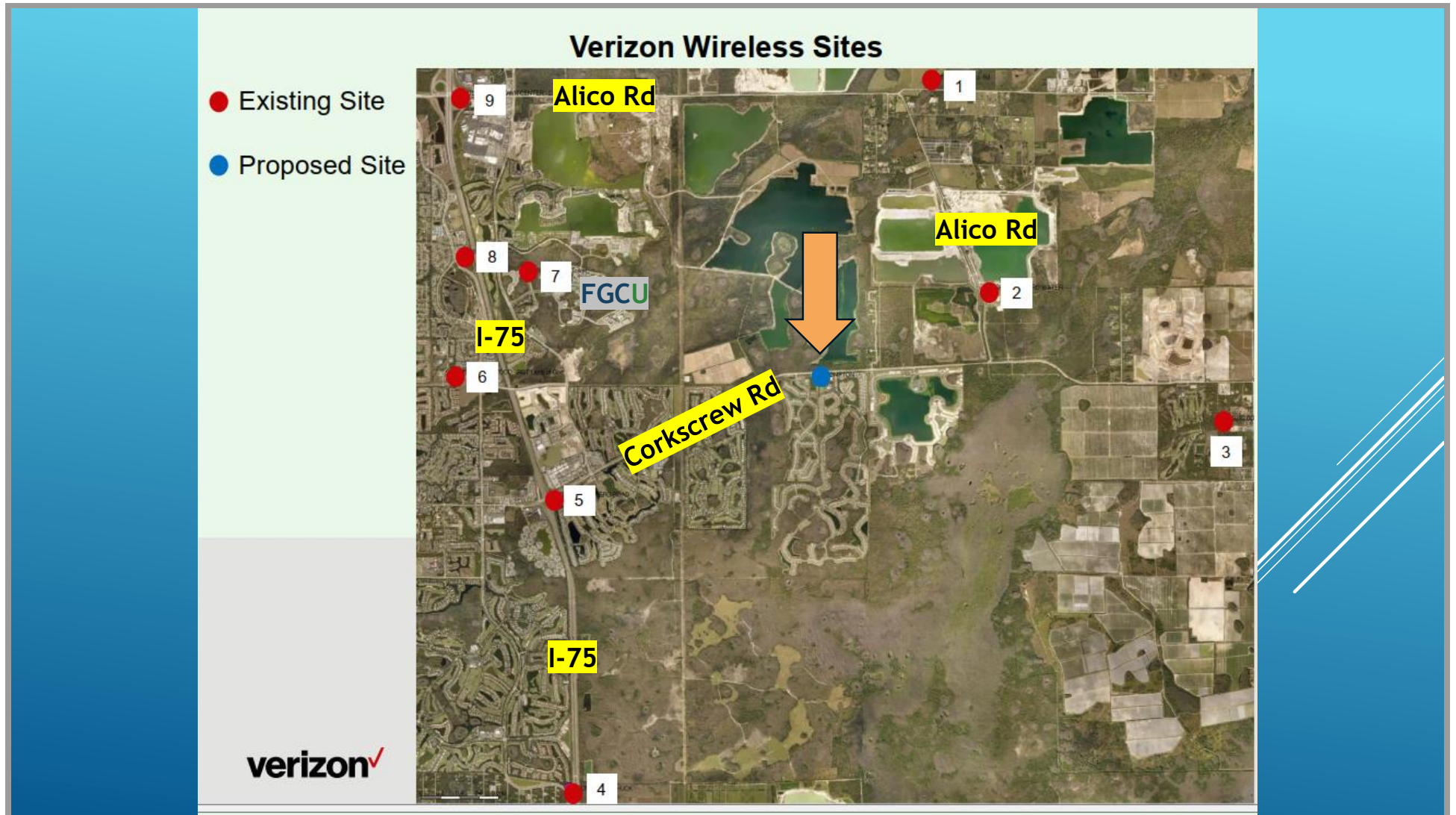
Capacity is the need for more wireless resources. Cell sites have a limited amount of resources to handle voice calls, data connections, and data volume. When these limits are reached, user experience quickly degrades. This could mean customers may no longer be able to make/receive calls nor be able to browse the internet. It could also mean that webpages will be very slow to download.



Verizon Wireless Existing Sites

Map Site Number	VzW Site Name	Tower Height (ft)	Structure Type	Structure Owner	Latitude	Longitude
1	STI Alico Road	150	Flag/Uni pole	SBA Towers	26.495483	-81.713747
2	Alico Road Water	300	Guyed	Lee County BOCC	26.463961	-81.703894
3	Corkscrew	285	Lattice	Crown Castle	26.444489	-81.664818
4	Woodchuck	110	Flag/Uni pole	SBA Towers	26.388371	-81.773288
5	Int Estero Road	234	Lattice	State of Florida	26.432442	-81.77642
6	RGT Lamb of God	149	Monopole	American Towers Corp.	26.450753	-81.793254
7	FGCU Tower	285	Lattice	Lee County BOCC	26.466139	-81.781
8	FGCU	140	Flag/Uni pole		26.468883	-81.79105
9	Gulf Coast Town	108	Monopole	RowStar, LLC	26.492596	-81.792209
Proposed	Compton	149	Monopole	TBD	26.450666	-81.731589

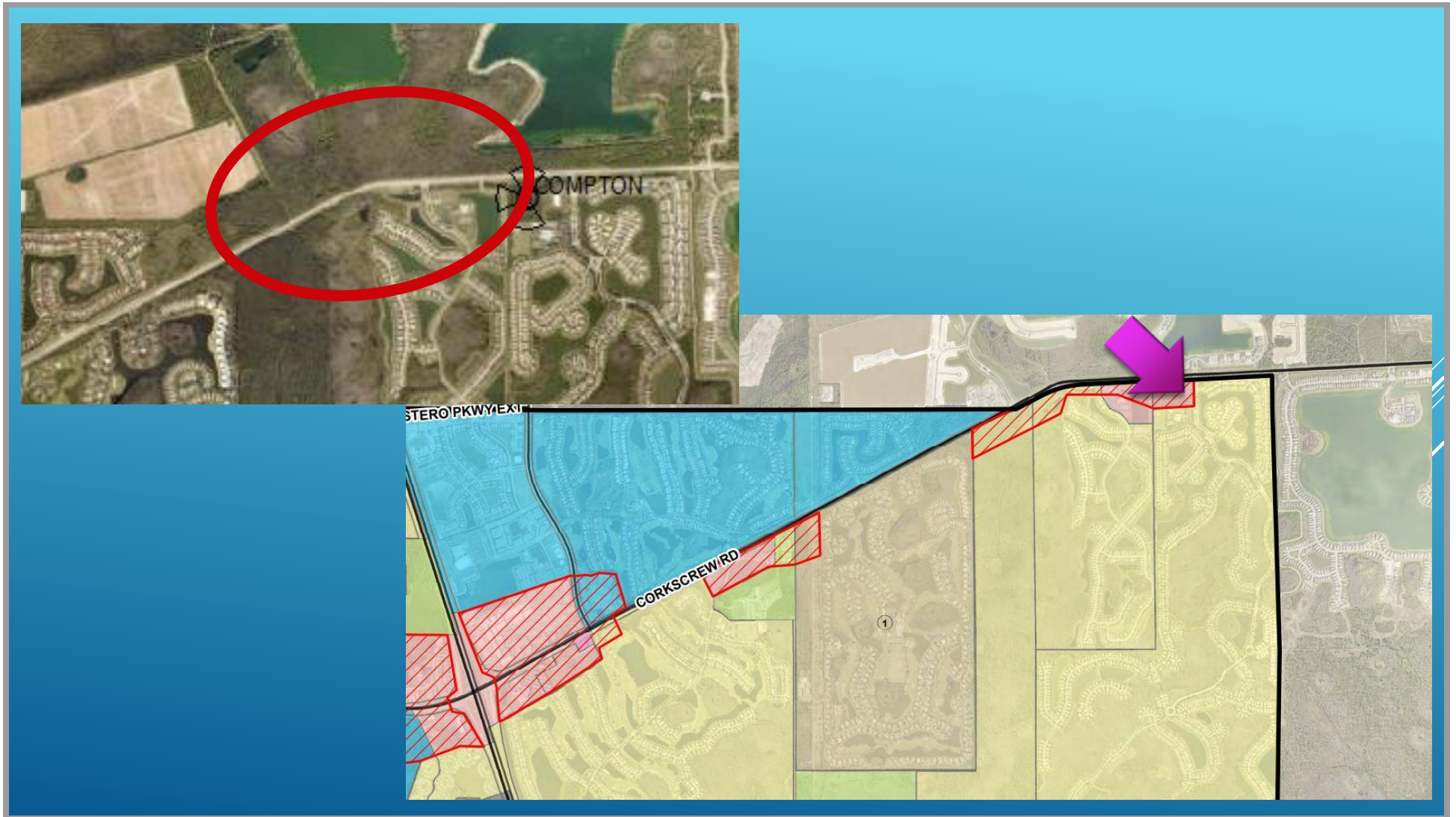
verizon✓

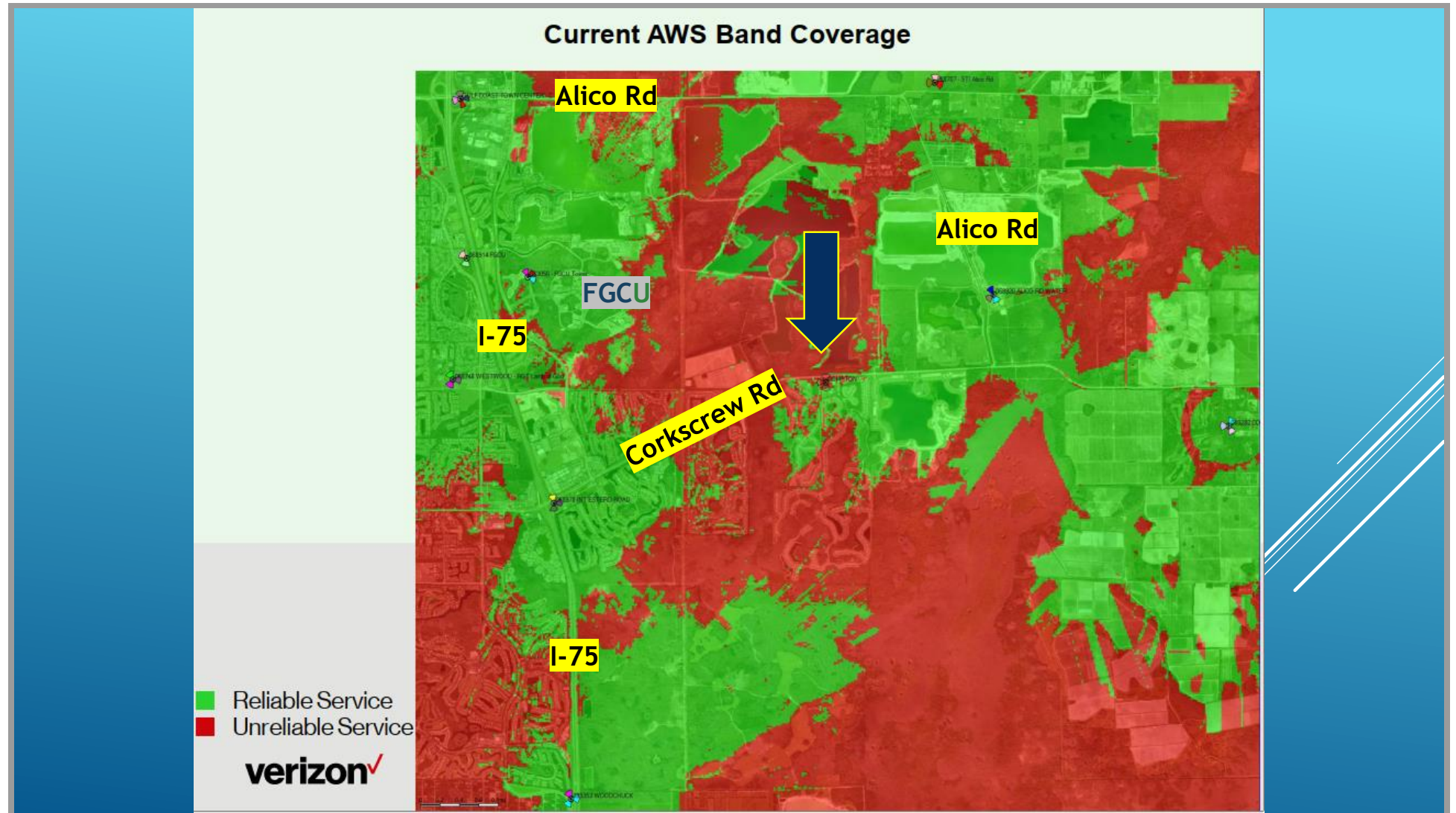


Verizon Wireless Sites Plus Search Area

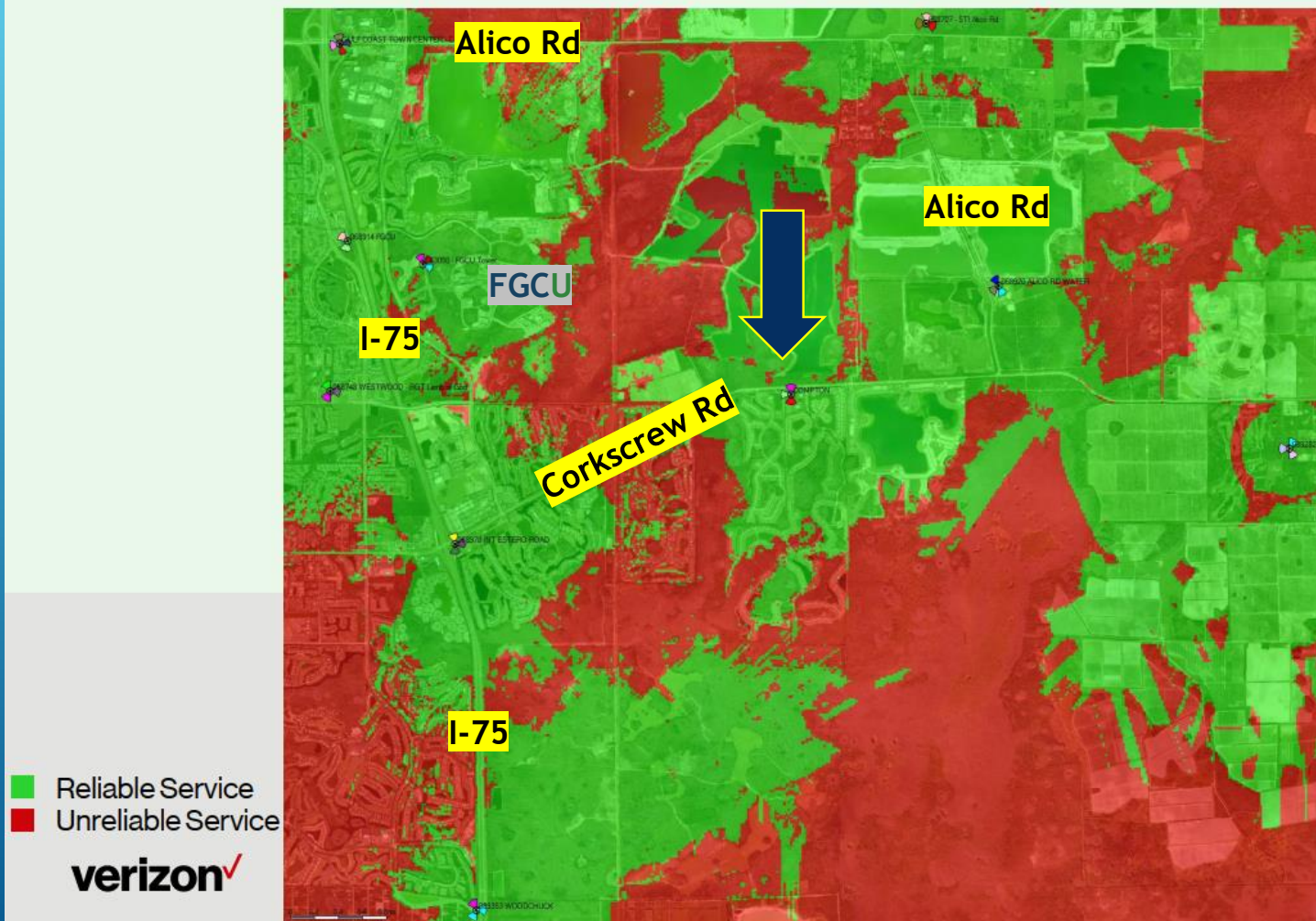
- Existing Site
- Proposed Site
- Search Area







Proposed AWS Band Coverage



October 13, 2023

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

**RE: Letter of Need – Verizon - Compton (Broadus – FL-101 Bella Terra)
STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049
Planned Development Amendment Request for a
Monopole Wireless Facility**

Dear Ms. Gibbs:

This letter is to confirm Verizon's RF need to collocate upon a 178' AGL monopole wireless facility (Monopole) upon STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049 within the Village of Estero, FL (Village). After a diligent review of the area, the proposed tower is the only known structure of sufficient height, that is available to meet Verizon's needs at this time. Verizon originally provided RF support materials and propagation maps supporting Broadus' application, with Verizon's antennas located with their center line at 140' above the ground.

During the pendency of the application, several members of the Bella Terra Community (Bella Terra) expressed concern that Verizon's reliable signal levels will not be able to reach the southern portions of Bella Terra. The cellular frequencies that the FCC licenses to cellular carriers in the US are strongly affected by the built and natural environment. Objects such as houses and trees can scatter cellular signals and reduce the coverage range for reliable signals (ground scatter). The primary method to account for ground scatter is to increase the height of the antennas sending out the signal so that they may get above more of the objects creating the ground scatter and achieve a better line of sight to the cellular devices around the tower.

I have reviewed Verizon's Radio Frequency propagations and proprietary Radio Frequency metrics. If the Village were to approve a tower tall enough to allow Verizon to set its antenna center line at 170' above the ground, the antennas would be subject to less ground scatter, which would allow Verizon to achieve stronger signal levels and more reliable cellular connections to cellular devices in the southern portion of the Bella Terra Community.

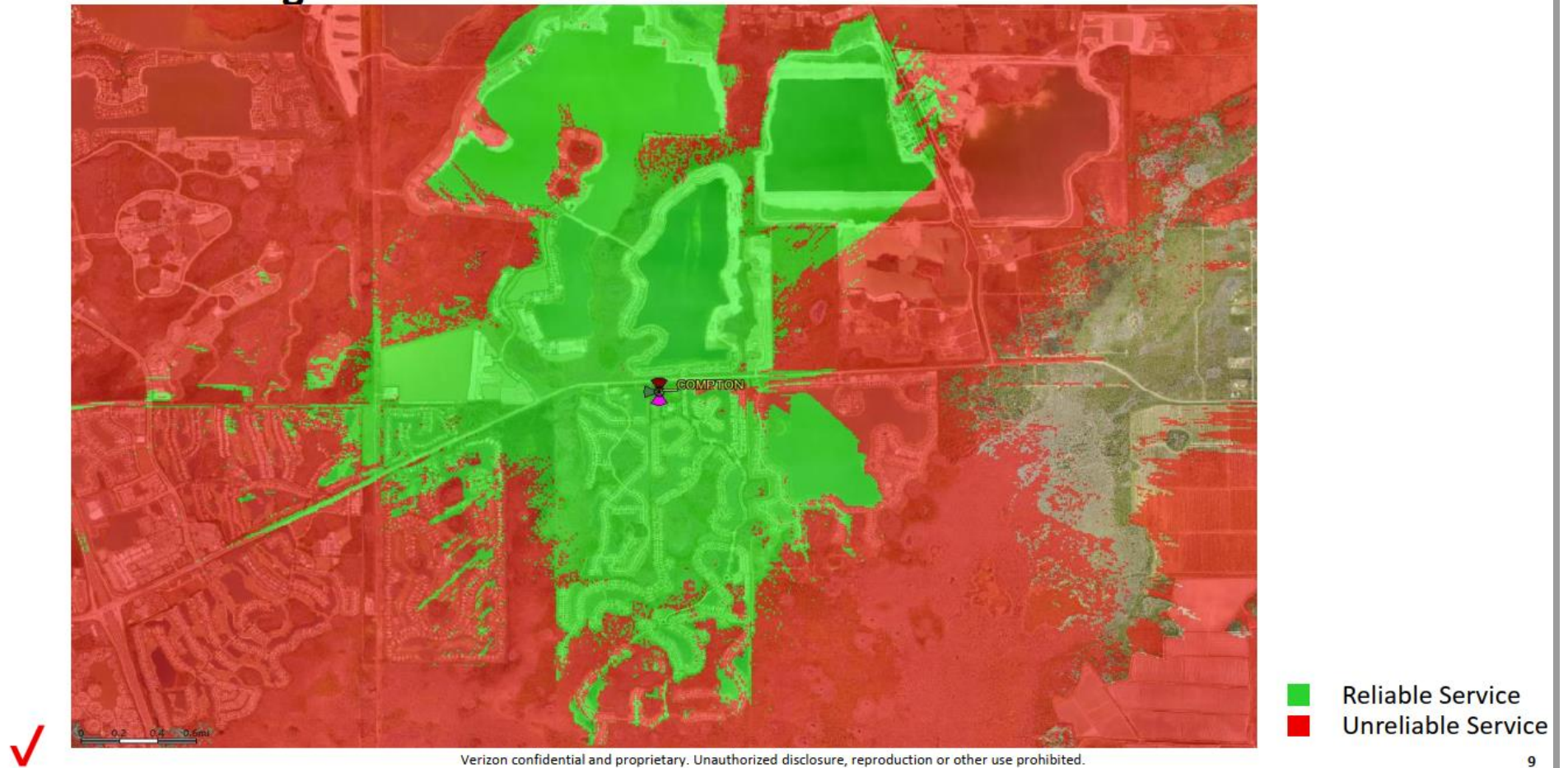
Thank you for your time on this important project serving the Eastern portion of the Village of Estero.

Sincerely,

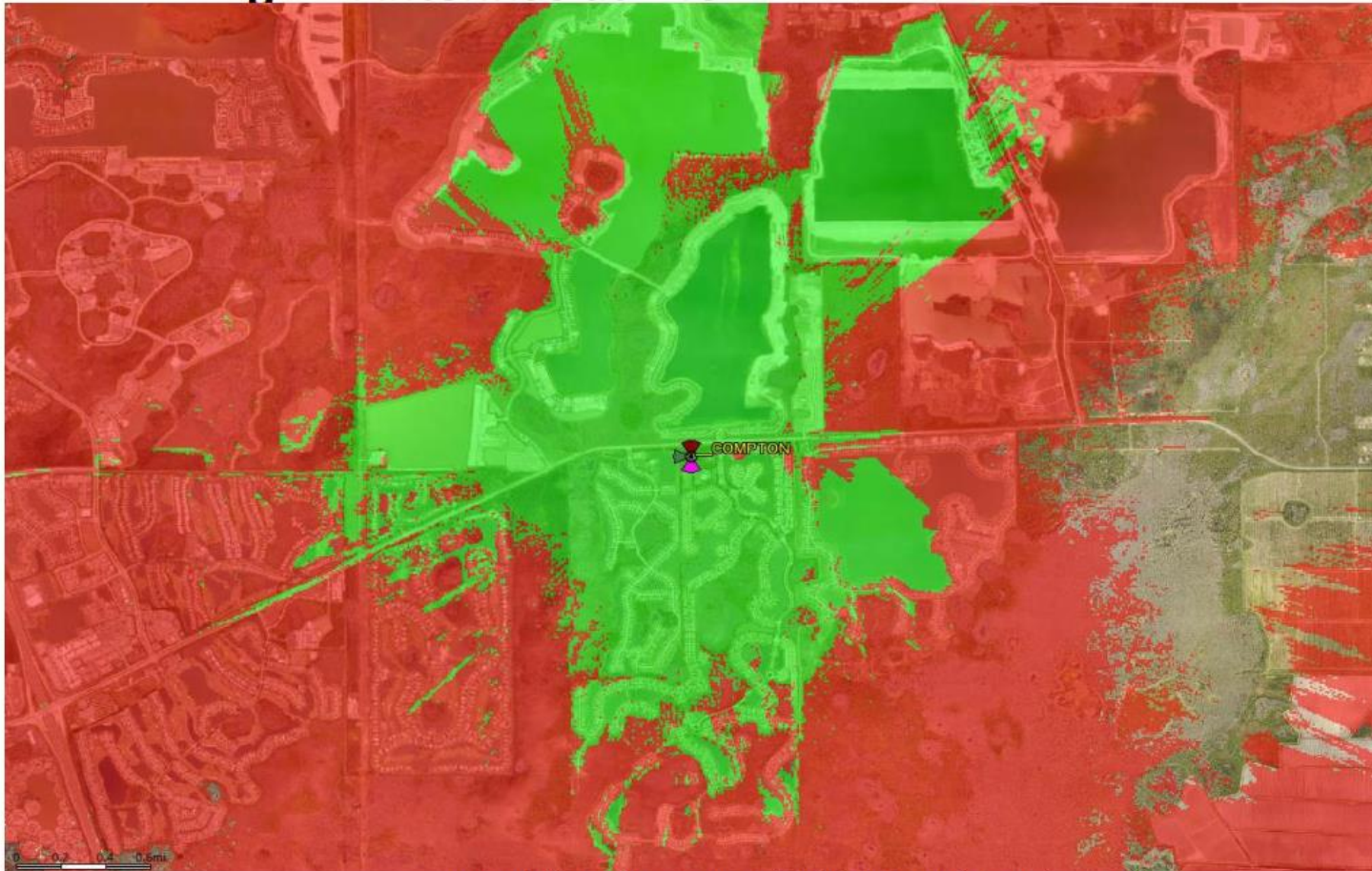


William Compton
Senior Engineer - RF Design
Verizon Wireless

Future Coverage – Antennas at 170'



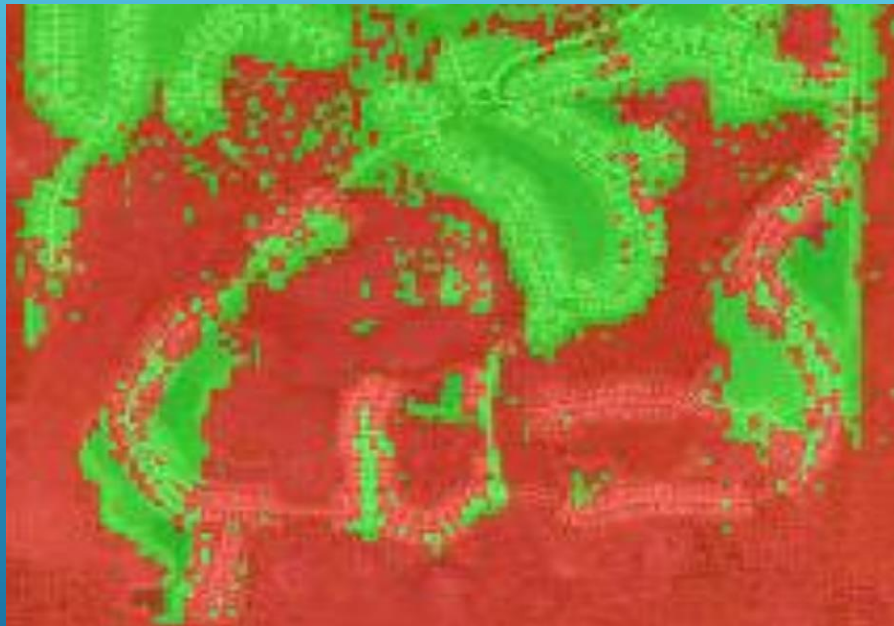
Future Coverage – Antennas at 140'



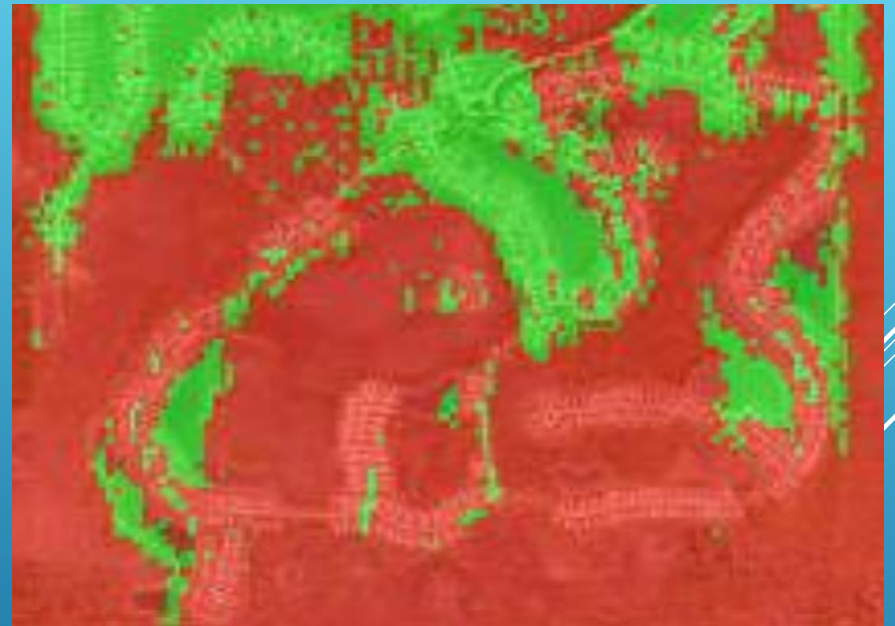
Reliable Service
Unreliable Service

Verizon confidential and proprietary. Unauthorized disclosure, reproduction or other use prohibited.

8

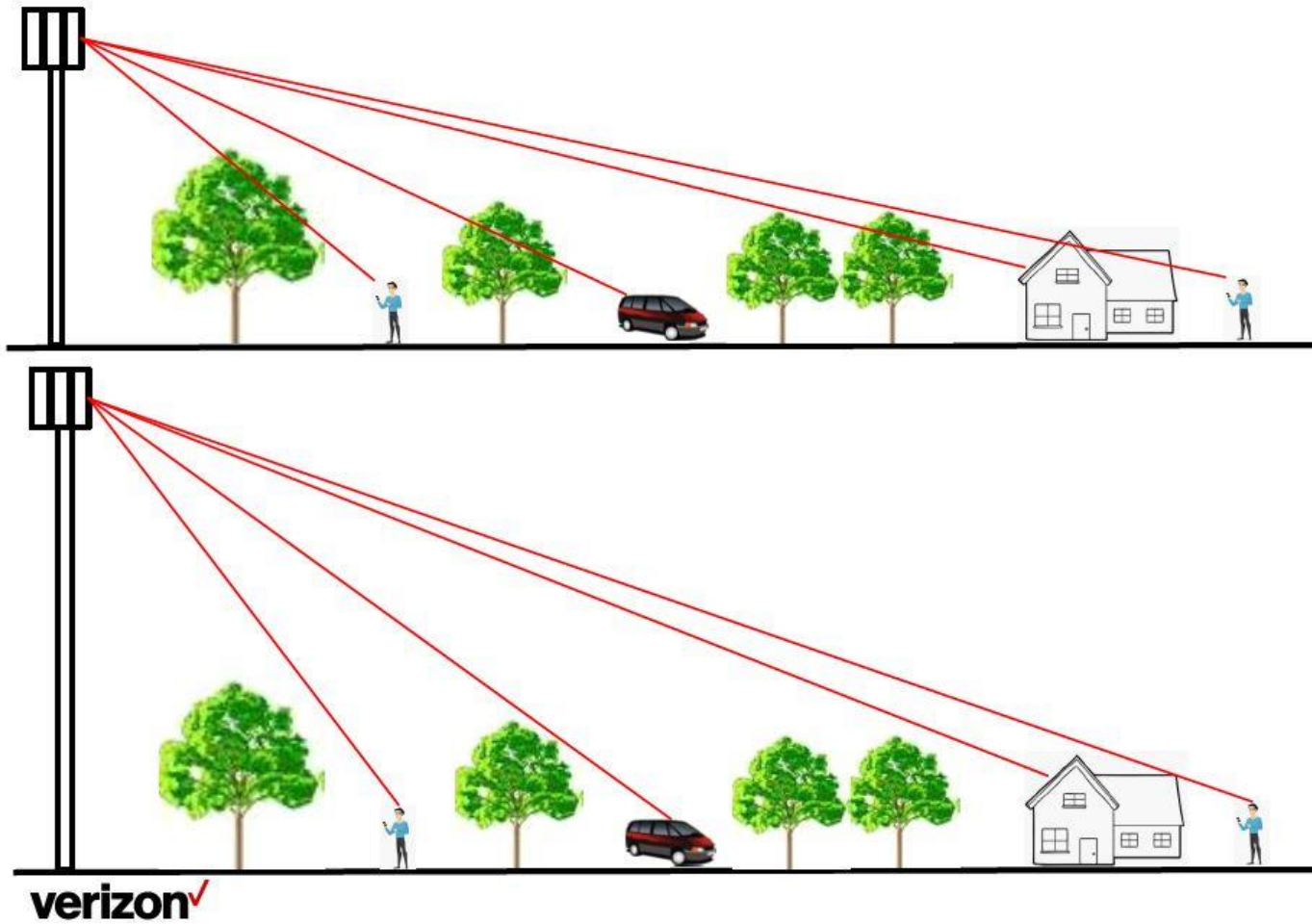


170' ACL



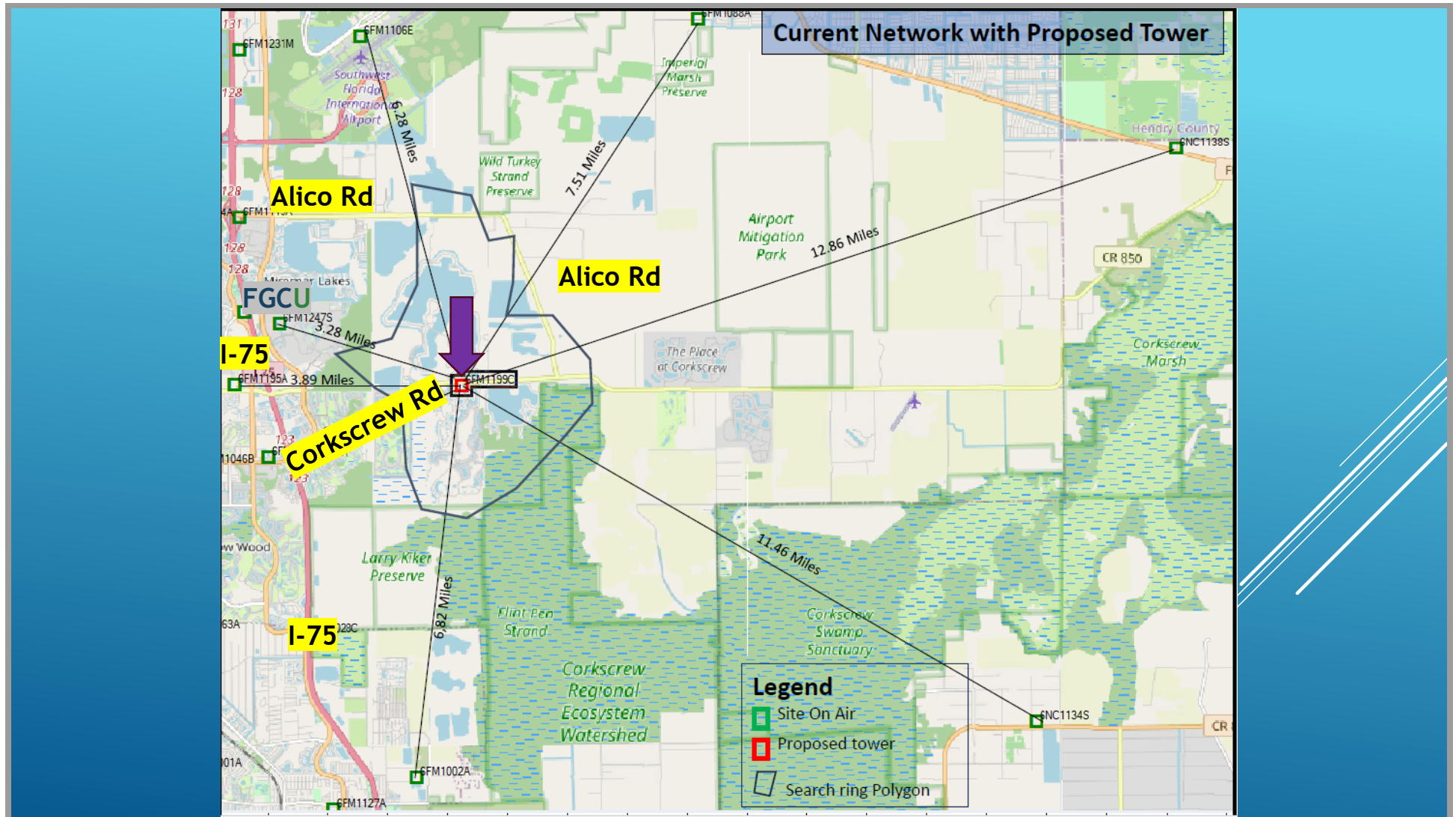
140' ACL

Clutter Height Impacts on Serving Site Heights

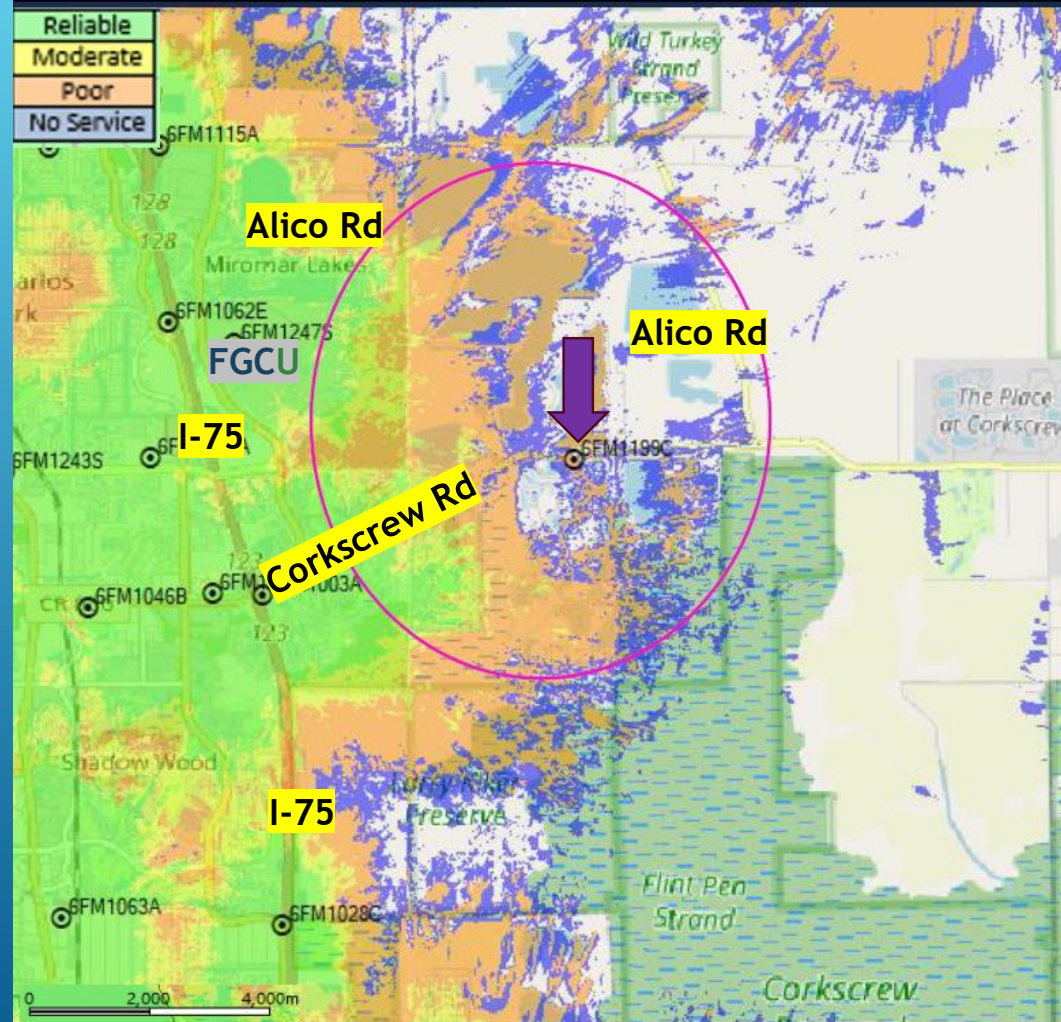


RF NEED – T-MOBILE

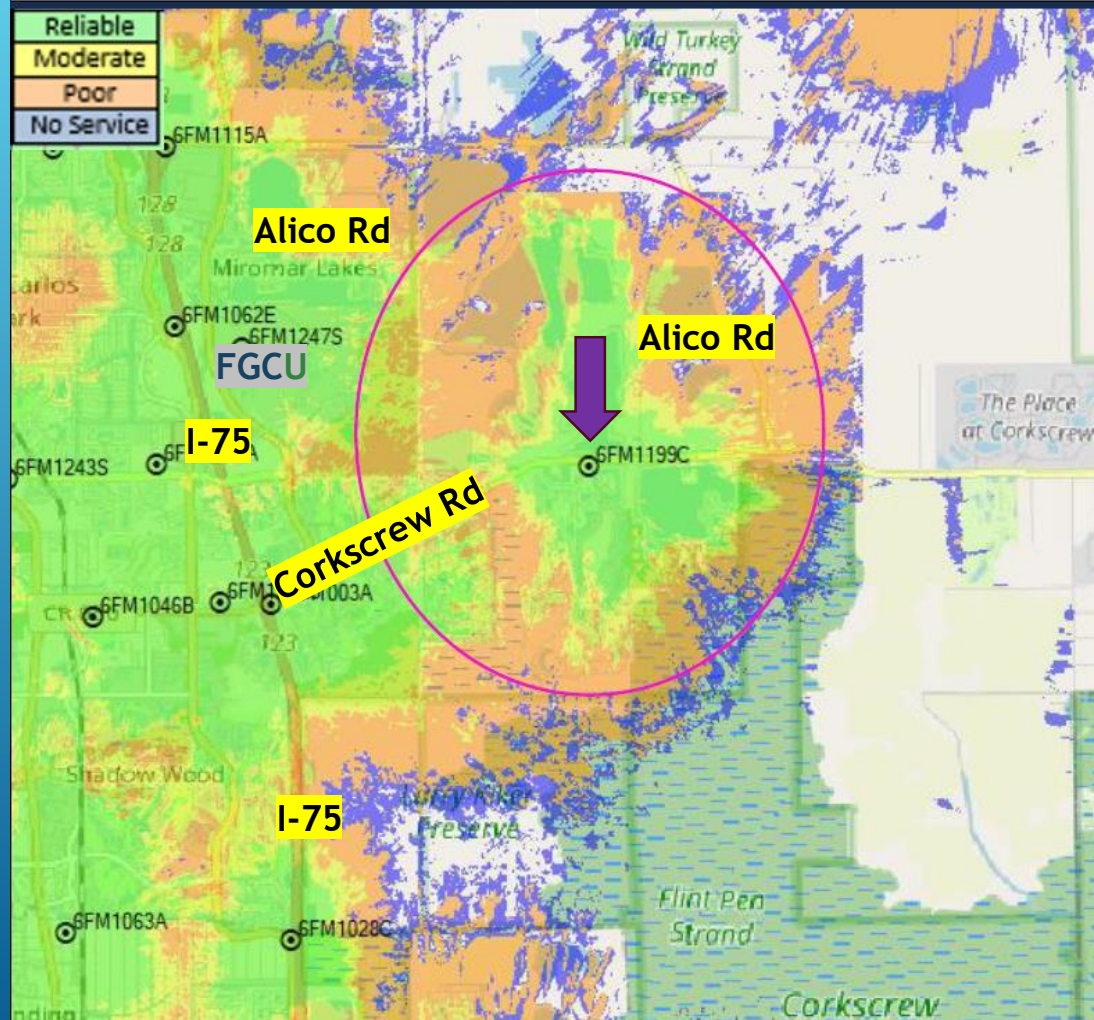
Mattaniah S. Jahn

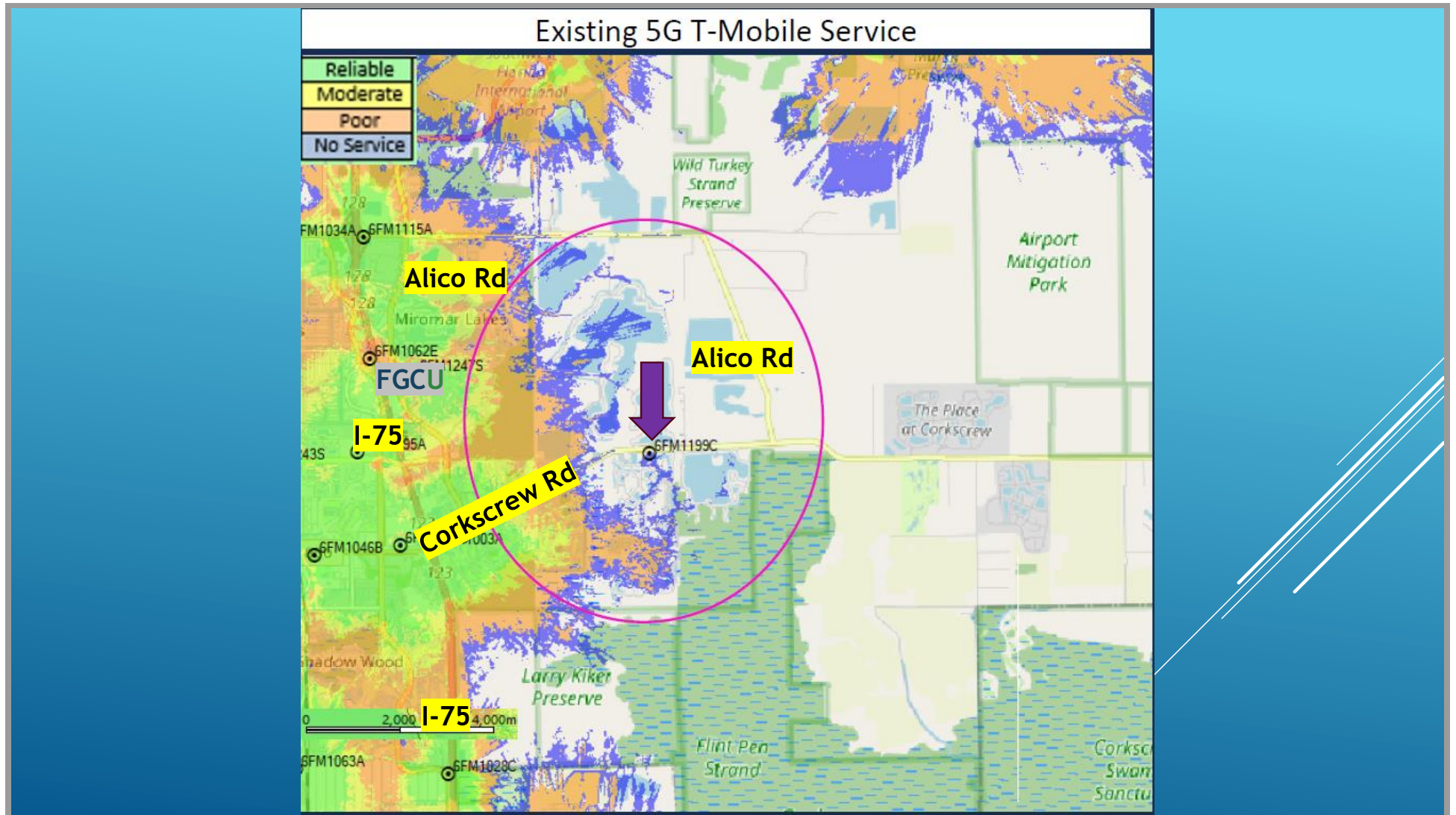


Existing 4G T-Mobile Service

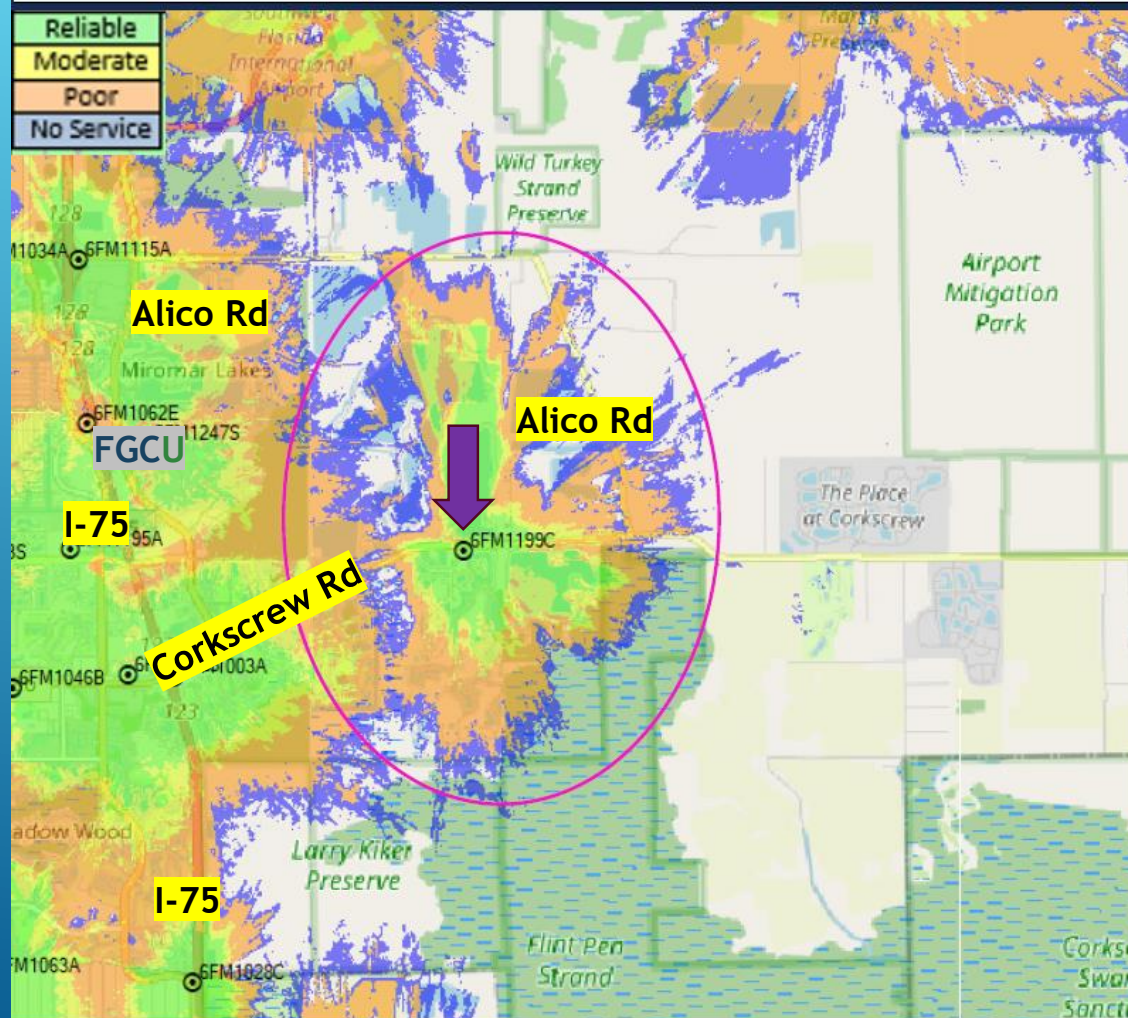


Proposed 4G T-Mobile Service



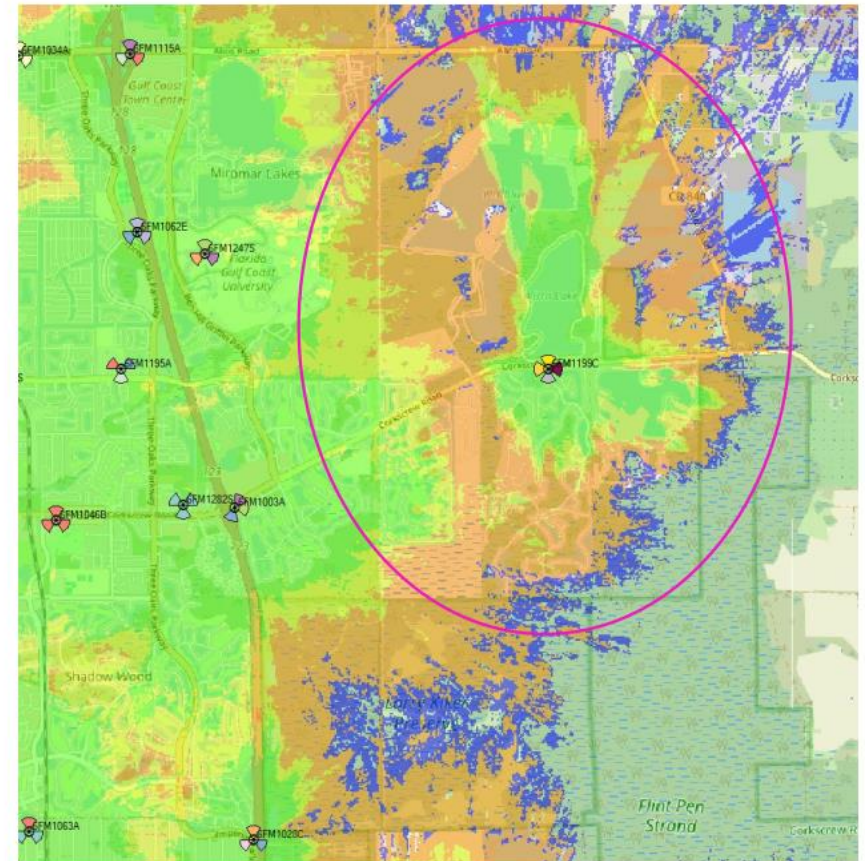
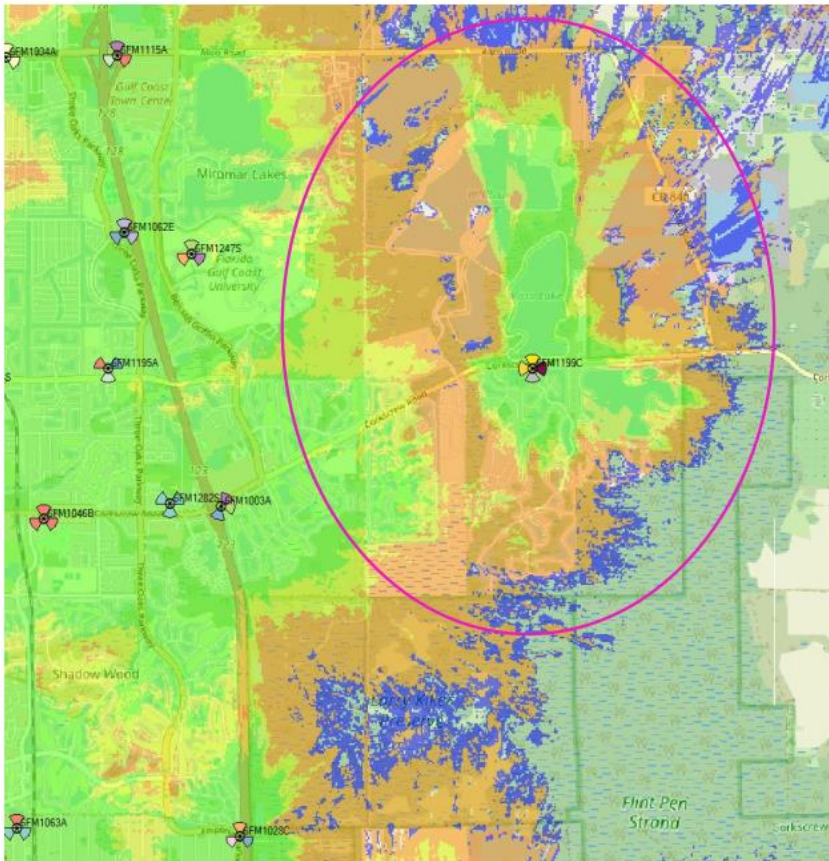


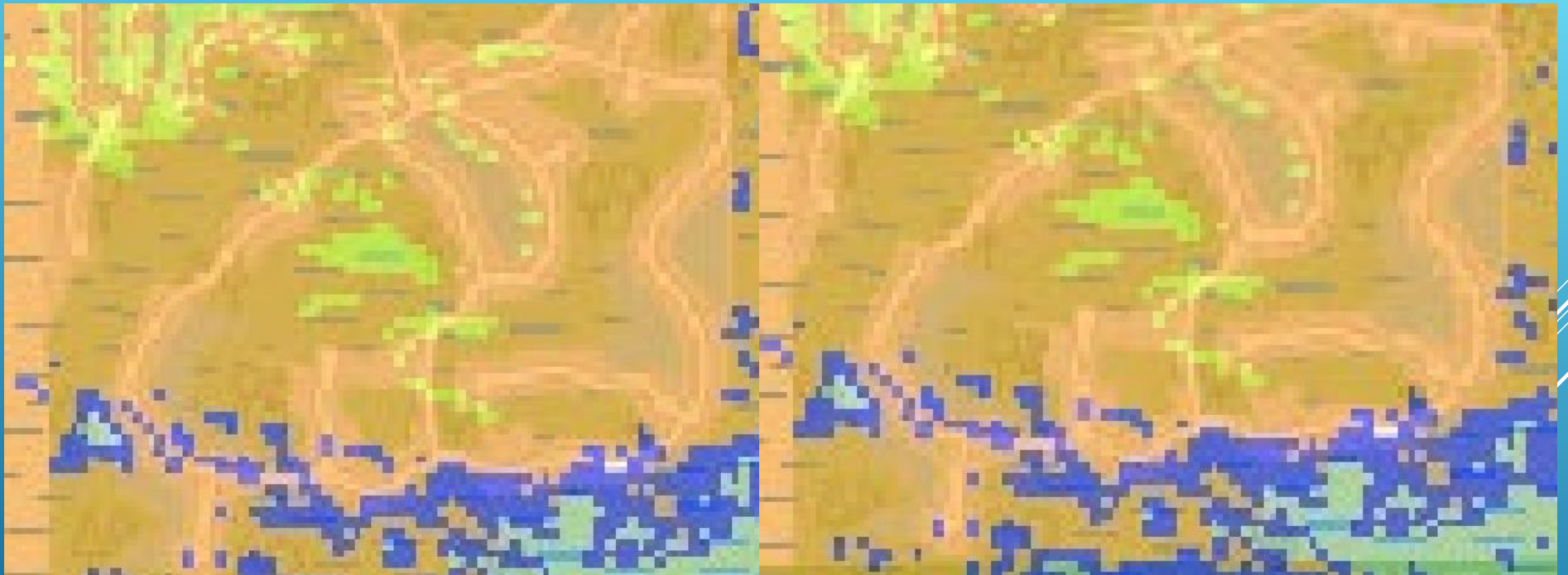
Proposed 5G T-Mobile Service



Proposed 4G T-Mobile Service @ 130 feet

Proposed 4G T-Mobile Service @ 160 feet

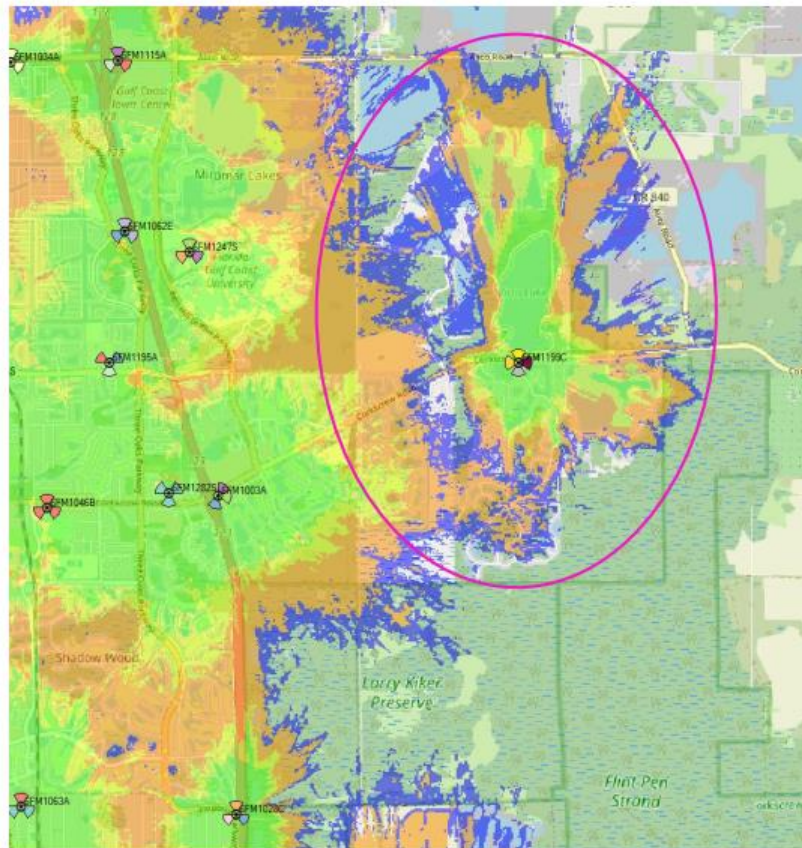




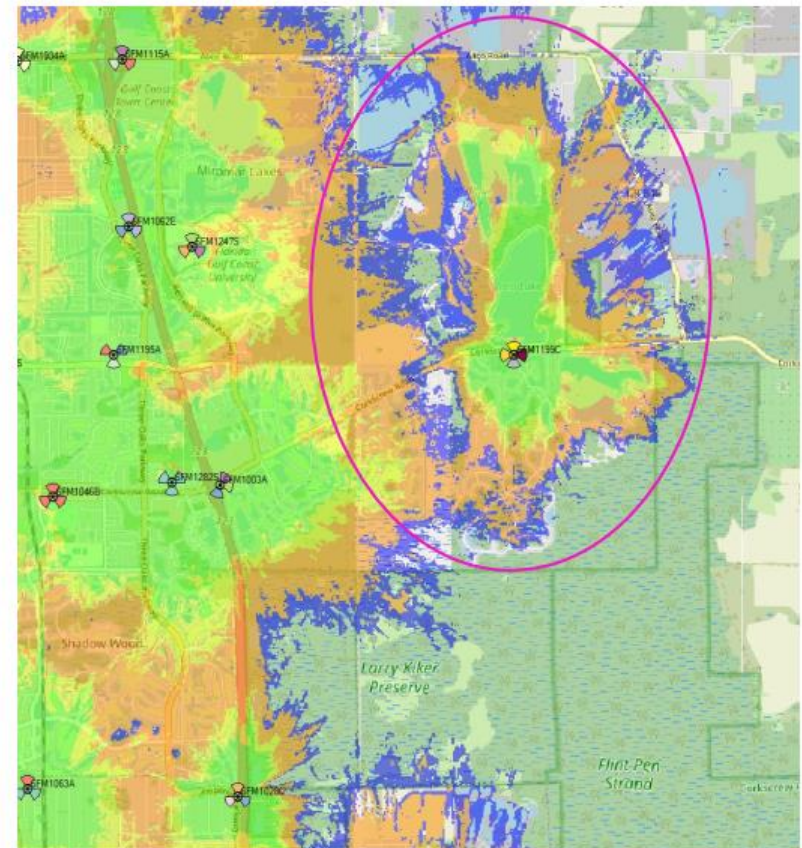
130' ACL - 4G

160' ACL - 4G

Proposed 5G T-Mobile Service @ 130 feet

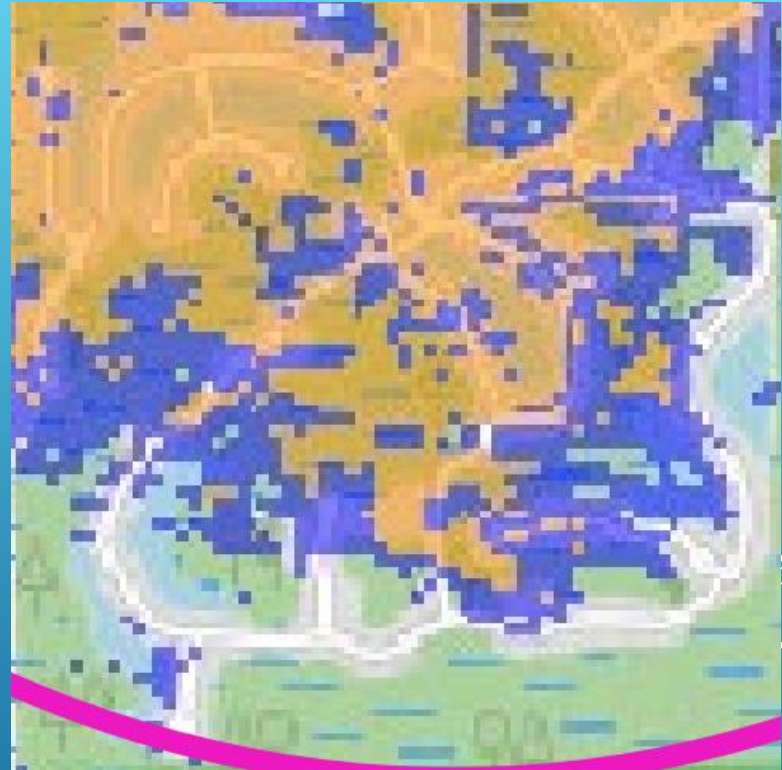


Proposed 5G T-Mobile Service @ 160 feet





130' ACL – 4G



160' ACL – 4G

Mary Gibbs
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928
noble@estero-fl.gov

RE: Letter of Need – T-Mobile – 6FM1199C (Broadus – FL-101 Bella Terra)
STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049
Planned Development Amendment Request for a
Monopole Wireless Facility

Dear Ms. Gibbs:

This letter is to confirm T-Mobile's RF need to collocate upon a 178' AGL monopole wireless facility (Monopole) upon STRAP #20-46-26-E3-010C1.00CE; Folio ID: 10488049 within the Village of Estero, FL (Village). After a diligent review of the area, the proposed tower is the only known structure of sufficient height, that is available to meet T-Mobile's needs at this time. T-Mobile originally provided RF support materials and propagation maps supporting Broadus' application, with T-Mobile's antennas located with their center line at 130' above the ground.

During the pendency of the application, several members of the Bella Terra Community (Bella Terra) expressed concern that T-Mobile's reliable signal levels will not be able to reach the southern portions of Bella Terra. The cellular frequencies that the FCC licenses to cellular carriers in the US are strongly affected by the built and natural environment. Objects such as houses and trees can scatter cellular signals and reduce the coverage range for reliable signals (ground scatter). The primary method to account for ground scatter is to increase the height of the antennas sending out the signal so that they may get above more of the objects creating the ground scatter and achieve a better line of sight to the cellular devices around the tower.

I have reviewed T-Mobile's Radio Frequency propagations and proprietary Radio Frequency metrics. If the Village were to approve a tower tall enough to allow T-Mobile to set its antenna center line at 160' above the ground, the antennas would be subject to less ground scatter, which would allow T-Mobile to achieve stronger signal levels and more reliable cellular connections to cellular devices in the southern portion of the Bella Terra Community.

Thank you for your time on this important project serving the Eastern portion of the Village of Estero.

Sincerely,



Olga Maffeo
Sr Engineer, Radio Frequency
T-Mobile

HOUSEKEEPING

Mattaniah S. Jahn

**Notarized Written Consent to Reduce
Setback for Communication Tower**

Re: Broadus Towers, LLC – FL-101 Bella Terra
STRAP 20-46-26-E3-0101C1.00CE

1. I am Pete Ferreira, I am at least 18 years of age and my address is 1467 Railhead Blvd., Naples, FL 34410.
2. I am the Regional Vice President - Construction for Hotwire Communications and have the authority to execute this affidavit.
3. Hotwire Communications Owns a fiber telecommunications facility located on STRAP 20-46-26-E3-0101C1.00CE (the "Fiber Hut"). Broadus Towers, LLC (Broadus) proposes to construct a 178' AGL monopole style communication tower (Monopole) on Parcel No 20-46-26-E3-0101C1.00CE, neighboring the Fiber Hut to the West.
4. Staff for the Village of Estero typically require the Monopole to be separated from structures like the Fiber Hut by 100% of the tower height, 178' in this instance.
5. I consent to Broadus' request and have no objection to the reduction of the required 178' tower setback to 45' to my property.

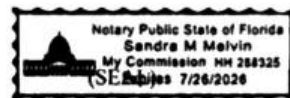

Name: Pete Ferreira

10/08/2023

Date

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of OCTOBER, 2023,
by PETE FERREIRA who is personally known to me or who has
produced N/A as identification.




Notary Public
SANDRA M. MELVIN
Printed Name of Notary

Hotwire Consent

January 10, 2024

Matt A. Noble, AICP, CFM
Principal Planner
Community Development Department
9401 Corkscrew Palms Circle
Estero, FL 33928

**RE: Bella Terra Project
Tower Height and HOA review**

Dear Mr. Noble:

As President of the Bella Terra Homeowners Association this letter is to explain how the Tower Committee works within the Bella Terra HOA.

The Bella Terra residents originally authorized the tower project via survey referendum, it was one of our highest participation votes of the residents in recent years. The survey was merely to obtain the membership's consensus on whether the parcel should be used for the tower project. The fine details of development, the tower has been discussed in addition to the tower. The tower has been communicated the view of the tower in open monthly meetings and anecdotal responses. The tower is about their view. The tower is to all.

The tower project's location on the parcel is a matter of high sensitivity to our residents because the community intends to develop the rest of the parcel. Our front 12+ acre parcel has been an area of much consideration and scrutiny within our community over the past few years. Many hours have been spent trying to best understand the use of this property as far as future development is concerned. Ideally, we would like to create a utility area with as small of a footprint as possible in the northeast corner of the parcel, leaving as much raw land to be improved for our residents' enjoyment through development of additional amenities. The way the tower is situated in the current proposal provides that maximization and eliminates areas of "deadspace" which cannot be used for future amenity development.

Thank you in advance for your assistance in this matter. Please do not hesitate to contact me if I am able to provide you with additional information.

Page 1 of 2

The tower project's location on the parcel is a matter of high sensitivity to our residents because the community intends to develop the rest of the parcel. Our front 12+ acre parcel has been an area of much consideration and scrutiny within our community over the past few years. Many hours have been spent trying to best understand the use of this property as far as future development is concerned. Ideally, we would like to create a utility area with as small of a footprint as possible in the northeast corner of the parcel, leaving as much raw land to be improved for our residents' enjoyment through development of additional amenities. The way the tower is situated in the current proposal provides that maximization and eliminates areas of "deadspace" which cannot be used for future amenity development.

Bella Terra HOA Preference Letter

For calendar year 2021

Wireline – 9,153

Wireless – 153,427

VoIP – 14,493

SMS – 270

Unclassified – 5,327



Collier County 911 Call Statistics

**A message was sent to you regarding
record request #22-9347:**

RE: PUBLIC RECORDS REQUEST

Dear Aya Abunada,

The Orange County Sheriff's Office received a public information request from you on 05/13/2022. Your request mentioned:

Please provide us with the statistics on the percentage of 911 calls made on land line vs. Wireless phones in Orange County in 2021.

Please find the response received from Communications:

According to the 2021 report provided to us by the Orange County 911 Office, the categories you describe breakdown as follows:

Land line 124,028

Wireless 1,024,672



If you need further information, please contact Orange County 911 Office.

Thank you.

If you have any questions or need additional information, please feel free to respond to this message or contact us at 407-254-7280.

Sincerely,

Orange County Sheriff's Office
Records Section

Orange County 911 Call Statistics

BELLA TERRA 178' AGL MONOPOLE TOWER



BELLA TERRA 178' AGL MONOPOLE TOWER

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 54176

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

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Michael LARSON

Address

20071 Barletta Lane
Unit 2711
Estero 33928
United States
[Map It](#)

Community

Bella Terra

Emailmlarson8756@gmail.com**Phone**

(239) 207-1948

Representing

Myself

Date

03/09/2024

Agenda Item No. or Topic

Cell tower

Comments

In favor of the cell tower.

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 9, 2024 at 5:44 am

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C5397... 1/19

3/11/24, 10:55 AM

Print Preview · PUBLIC COMMENT CARD · Bulk Print

PUBLIC COMMENT CARD : Entry # 54102

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Patricia Ryan

Address

13648 Troia Dr
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emailparunner2@yahoo.com**Phone**

(239) 292-9489

Representing

Self

Date

03/12/2024

Agenda Item No. or Topic

C12023-E002

Comments

As a resident I am FOR the cell tower to be installed on Bella Terra property. There are times there is no phone service and only SOS available. Please approve this request. Thank you.

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 7, 2024 at 10:40 am

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C5397... 5/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 54073

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Dennis Murphy

Address

13725 Collina Court
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emaildennislmurphy@aol.com**Phone**

(703) 309-9710

Representing

Dennis Murphy

Date

03/06/2024

Agenda Item No. or Topic

Cell Tower

Comments

Build it now.

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 6, 2024 at 2:37 pm

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C5397... 7/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 53977

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Chuck Milton

Address

13888 Cleto Dr
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emailpremierautogrp@aol.com**Phone**

(716) 984-0663

Representing

Myself

Date

03/05/2024

Agenda Item No. or Topic

Cell Tower

Comments

Although the tower might not be pretty it is a necessity. The service in the community is not adequate. My neighbor tried to make an emergency call and could not get service. With all the new homes being built not only do we need this tower but probably more. We don't have a choice, it must be approved.

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 5, 2024 at 9:09 am

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C539... 15/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 53971

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Patty Dufresne

Address

13585 Messino Court
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emailbirdie_ridge@hotmail.com**Phone**

(289) 213-3836

Representing

Bella terra

Date

03/05/2024

Agenda Item No. or Topic

DCI2023-E002

Comments

I am all for the cell phone tower. Will be a great improvement for service in our community

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 5, 2024 at 7:15 am

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C539... 18/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 53970

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Michael Vecchio

Address

20984 corkscrew shores blvd
 Estero 33928
 United States
[Map It](#)

Community

Corkscrew shores

Emailmikevec4@msn.com**Phone**

(239) 293-0474

Representing

Myself

Date

03/05/2024

Agenda Item No. or Topic

Cell tower

Comments

Please install a new cell tower as soon as possible. Due to the increased number of homes over the past few years we are in desperate need of another cell tower. I encourage and support the building of the new cell tower

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 5, 2024 at 6:28 am

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C539... 19/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 53975

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Marion Conklin

Address

20057 Serre Drive
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emailminnieon@aol.com**Phone**

(734) 604-3782

Representing

Myself

Date

03/12/2024

Agenda Item No. or Topic

Cell Tower

Comments

Don't want the cell tower in Bella Terra. I am against the tower for multiple reasons.

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 5, 2024 at 8:33 am

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C539... 17/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 53986

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Valerie Marzano

Address

20437 Torre Del Lago ST
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emailjmarz105@gmail.com**Phone**

(239) 200-7306

Representing

Self

Date

03/12/2024

Agenda Item No. or Topic

DC12023-E002

Comments

Unsure what you need, me & my husband will be at that meeting 3/12/24 @ 4:30
 This cell tower is going to be placed on our property which all who own in this community pays for that land in front. Hopefully we will get a discount of some sort. Again..we will attend on the 12th. Thanks

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 5, 2024 at 10:13 am

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C539... 13/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 54001

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Kirk Armstrong

Address

21664 Belvedere Lane
 Estero 33928
 United States
[Map It](#)

Community

Bella Terra

Emailkirkandconnie.armstrong@gmail.com**Phone**

(239) 221-2378

Representing

myself

Date

03/05/2024

Agenda Item No. or Topic

Proposed Cell Phone Tower in the Front lot of Bella Terra

Comments

I opposed the erection of a Cell Tower in the front of our community!
 The tower is ugly. Its an eye sure, and will distract from the natural beauty a of our community. The proposed location is wrong.
 Very visible from the beautiful landscaped entrance entering into Bella Terra.

If the Cell Tower is approved, It should at least be relocated the the back corner of the lot where it is less visible from the entrance to Bella Terra.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
 added March 5, 2024 at 1:43 pm

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C539... 11/19

3/11/24, 10:55 AM

Print Preview : PUBLIC COMMENT CARD : Bulk Print

PUBLIC COMMENT CARD : Entry # 54028

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

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Sue Davy

Address

21544 Bella Terra Blvd
Estero 33928
United States
[Map It](#)

Community

Bella Terra

Emailyaya5256@yahoo.com**Phone**

(630) 664-6920

Representing

Self

Date

03/05/2024

Agenda Item No. or Topic

Cell tower

Comments

No cell phone tower in our sub division

Notes**Admin Notification (ID: 5e70ca9c71a8d)**

added March 5, 2024 at 7:06 pm

WordPress successfully passed the notification email to the sending server.

https://estero-fl.gov/?gf_page=print-entry&fid=30&lid=54176%2C54109%2C54102%2C54073%2C54028%2C54016%2C54001%2C53986%2C5397... 8/19

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 17, 2024

Agenda Item:

Bonita-Estero Rail-Trail (BERT) Acquisition

Description:

As reported at previous Village Council meetings, the Trust for Public Land has secured an option to purchase the Seminole Rail line south of Alico Road for \$82M. The option would expire in late 2025. In all likelihood, if a funding package can be assembled for such a large purchase it will include a wide range of sources. The Trust for Public Land is in the process of identifying possible sources.

Charles Hines, Project Manager from the Trust for Public Land will be at our April 17th Council Workshop to discuss some initial thoughts on funding strategies. The plan would be to discuss some of the funding alternatives and place the attached proposed Resolution on the May 3rd Village Council Agenda for formal consideration.

The request of Estero is twofold:

1. Allocate a \$5M amount from our Capital Improvement Program (CIP) for the purchase. This amount is like what Bonita Springs has allocated from their Impact Fee revenue structure. This allocation would be subject to final consideration and approval at some future date. It would be dependent on several factors that would be developed over the coming months.
2. Authorize the Village to submit a grant request from the Community Development Block Grant – Disaster Recovery (CDBG-DR) program within the Infrasystem category in an amount of \$4M for the purchase of the rail line. This amount is the prorated share of the purchase price for that portion of the rail line that is in Estero and in the HUD Lo-Mod Census Tract. That portion of the line is from Estero Parkway south to the Estero River. This area within Estero will have the best chance of funding from the CDBG-DR program given the demographics of that area and the program criteria.

By taking these actions, the Village is making the initial “soft” commitments that will demonstrate to other agencies the importance of the rail line, giving us the best chance to secure other funding.

Financial Impact:

Page 1 of 2

The CIP is currently committed and does not have unallocated funds for new projects. That said, this is a very important project for the Village. While it is one of the few projects being considered by the Village that is ranked as a high priority in three (3) of our Master Plans it has been considered a long-shot and thus not included in our near-term funding plans. [Note: The Master Plans where this project is mentioned as a priority are the Parks and Open Space Master Plan, the Storm Water Master Plan, and the Bike-Ped Master Plan.]

If a full funding package plan is developed for the purchase of the rail line, the Village Council will have the decision whether to proceed with the purchase at that time. For this reason, it is recommended that these two actions be supported by the Village Council at this time.

Prepared by: Steve Sarkozy

Attachments:

1. Proposed Resolution, to be presented for consideration at the May 1st Village Council meeting.

This is a proposed resolution from Charles Hines and Doug Hattaway, Trust for Public Land

RESOLUTION NUMBER:

Proposed Resolution 24-XX

A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA EXPRESSING SUPPORT FOR BONITA-ESTERO RAIL-TRAIL PROJECT; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT FUNDING REQUESTS TO THE LEE COUNTY METROPOLITAN PLANNING ORGANIZATION; ANNUAL PROJECT SOLICITATION CYCLE PRIORITIZATION THE FLORIDA DEPARTMENT OF TRANSPORTATION, INCLUDING REQUESTS FOR SHARED USE NONMOTORIZED TRAIL FUNDING, AND OTHER FLORIDA AGENCIES; THE FEDERAL DEPARTMENT OF TRANSPORTATION, INCLUDING THE FEDERAL HIGHWAY ADMINISTRATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bonita-Estero Rail-Trail (BERT) Project is a designated Land Trail Priority Corridor in the Florida Greenways and Trails System Plan and part of the regional Florida Gulf Coast Trail; and

WHEREAS, BERT is a 14.9-mile rail corridor extending south from Alico Road where it connects to the existing Lee County John Yarbrough Trail and south to about Wiggins Pass Road where it can provide connection to the Paradise Coast Trail in Collier County; and

WHEREAS, in 2020, the Village jointly funded an appraisal of the BERT corridor with Lee and Collier Counties, the City of Bonita Springs, Trust for Public Land and Seminole Gulf Railway; and

WHEREAS, the Lee County Metropolitan Planning Organization (MPO), which the City / Village is part of, unanimously approved on March 17, 2023, a feasibility study funded by Sun Trail and commissioned by the Lee County MPO concluding the BERT project as the preferred route and supported the commencement of planning, engineering and design (PD&E) of the trail; and

WHEREAS, Trust for Public Land, a non-profit, public-benefit organization, has negotiated a binding agreement with Seminole Gulf Railway for the purchase of the BERT corridor and is partnering with the Lee County MPO and the local governments of Lee County for the intended ultimate public ownership of the BERT corridor for conversion into a public multi-use path; and

WHEREAS, there are state and federal sources of funding for acquisition, PD&E, and construction to leverage with local funding and which funding sources require and/or prioritize eligible projects where local funding as designated as funding match; and

WHEREAS, rail-trail projects such as the BERT project promotes the health, safety, economic and community resilience of the Village of Estero; and

WHEREAS, the Village of Estero recognizes that the BERT project traverses four local government jurisdictions and will participate in discussions with Lee County, City of Bonita Springs and Collier County to agree on final public ownership and management of BERT; and

WHEREAS, the Village of Estero Comprehensive Plan identifies expanding and improving access to multi-modal transportation options through improved pedestrian access, bikeways, transit service, and rail opportunities as part of its community vision and goals; and

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

This is a proposed resolution from Charles Hines and Doug Hattaway, Trust for Public Land

Section 1. The Village of Estero supports the BERT Project as a critical component of the Florida Gulf Coast Trail, a regional trail component of the Florida Office of Greenways and Trails statewide priority trail network; and

Section 2. The Village Manager is authorized to execute and submit, on behalf of the Village of Estero Council, all related application documents to the Lee County MPO, Florida DOT, and other state and federal agencies which administer funding programs for the prioritization of BERT where BERT is an eligible project or includes eligible costs; and

Section 3. The Village of Estero authorizes the Village Manager to allocate an initial \$5M local appropriation to demonstrate its support of BERT and use of these funds to serve as any required or beneficial local matching funds toward the acquisition of the BERT corridor.

Section 3. This Resolution shall become effective upon passage.

PASSED AND CERTIFIED AS TO PASSAGE this 17th date of April, 2024.

John McLain, Mayor

ATTEST: _____
Carol Sacco, Village Clerk

APPROVED AS TO FORM AND CORRECTNESS: _____
ROBERT MICHAEL ESCHENFELDER, Village Attorney

PS 156 Waverly and LS 392 Brooklyn, NY
We saw these barren asphalt schoolyards and we recognized an amazing opportunity to reinvent them as vibrant city parks.
Photo by: Joe Martinez



About Us



**TRUST FOR
PUBLIC
LAND™**

Connecting everyone to the outdoors™

Communities that place a high value on **OUTDOOR ACCESS FOR ALL ARE**



HEALTHIER



MORE RESILIENT



MORE EQUITABLE

THROUGH THE GENEROSITY OF OUR SUPPORTERS:

WE'VE COMPLETED OVER

5,000 projects
parks, trails, schoolyards,
and iconic outdoor places



GENERATED OVER

\$93B in public funding for
parks and access to
lands and waters



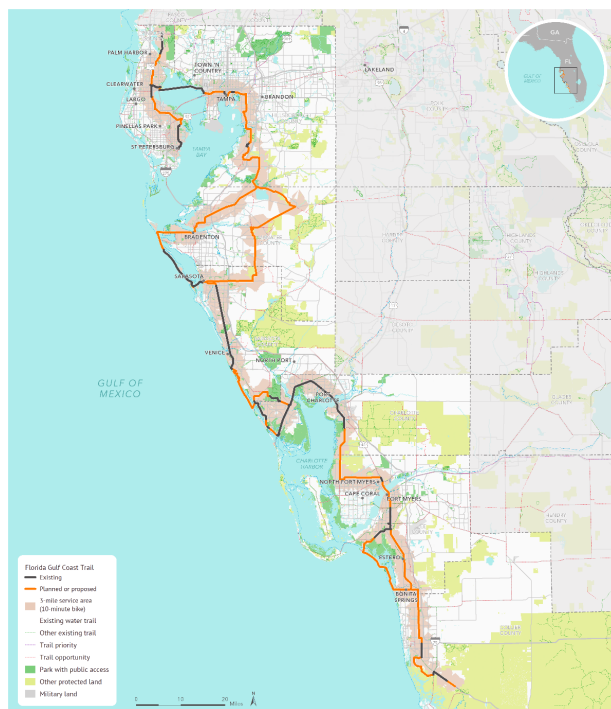
AND CREATED ACCESS TO OVER

4.1 million acres
of public land





FLORIDA GULF COAST TRAIL



- Total Length: 420 miles
- Total Completed: 157 miles (about 40% complete)
- Proposed: 263 miles
- Traverses 7 Counties: Hillsborough, Pinellas, Manatee, Sarasota, Charlotte, Lee, and Collier.





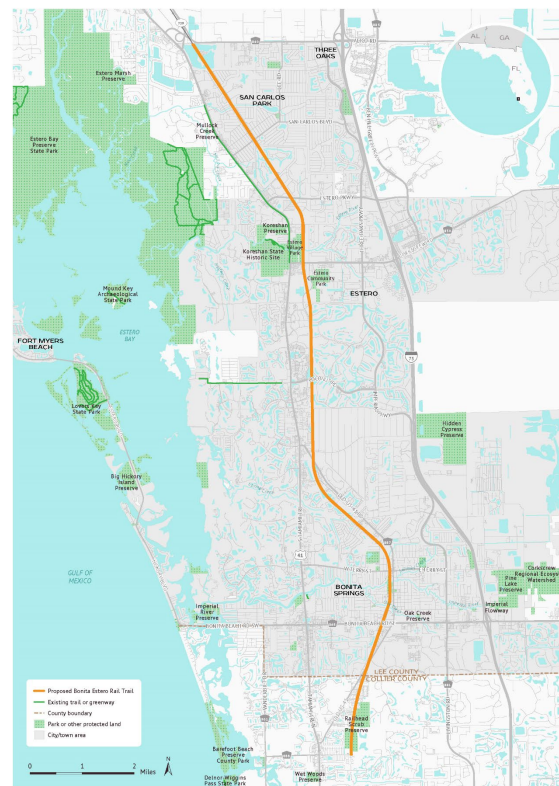
**TRUST FOR
PUBLIC
LAND™**

Connecting everyone to the outdoors™

Bonita-Estero Rail-Trail (BERT)

THE BERT CORRIDOR

- 14.9 Miles from Estero Blvd to Wiggins Pass Road (mostly 130'-wide. Fee simple from Wiggins to Constitution Cir. Trail easement from Constitution Cir. to Alico Rd.
- TPL has the property under contract for \$82M and until 3/2026 to purchase the property. The corridor will be railbanked to preserve opportunity for future rail use.
- 70,000 people live within a 10-minute bike ride to BERT, of which 37% are seniors (>64), 45% of low-income households, and 25% identify as people of color.
- 14,000 people live within a 10-minute walk to BERT, of which 37% are seniors (>64), 47% are of low-income households and 25% identify as people of color.
- 11 schools within 1 mile.

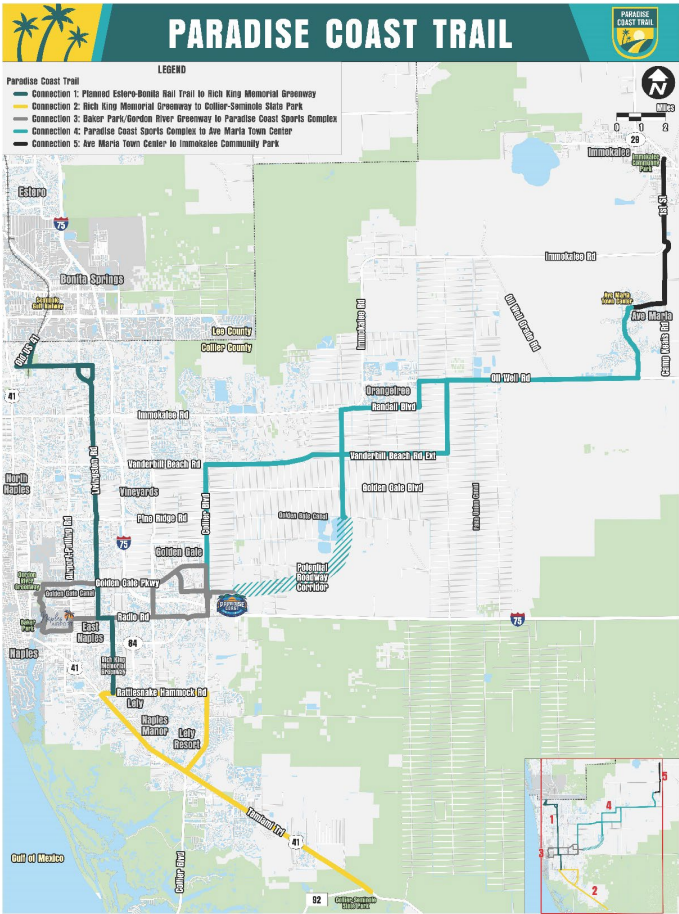


Bonita Estero Rail Trail

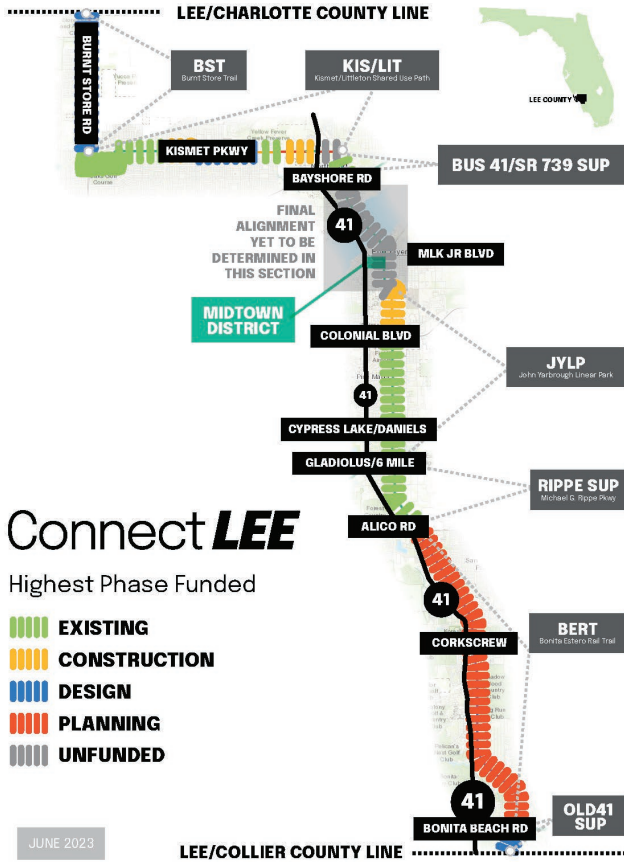
COLLIER AND LEE COUNTIES

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Map Courtesy Naples Pathways



Map Courtesy Friends of BERT



FLORIDA GULF COAST TRAIL IMPACT

SAFER COMMUNITIES

More than **4 MILLION PEOPLE** live in this region. Our pedestrian infrastructure is not evolving in pace with our cities and towns. In fact, **3 of the 10 deadliest places for pedestrians** in the U.S. are metropolitan areas within **Southwest Florida**

IMPROVING HEALTH

This trail will improve public **HEALTH** and offer residents an easy way to get active. Trails **reduce auto use, alleviate congestion, and mitigate air pollution.** Investment in trails **IMPROVES quality of life** and encourages behavioral changes that reduce chronic diseases and health care costs

STRENGTHENING CONNECTIONS

The Florida Gulf Coast Trail will provide an opportunity for **people of all abilities** to get outdoors close to home. With nearby access to the trail, **NEIGHBORS WILL BE CONNECTED.** Proximity to the trail enhances property values and **desirability of a community**

A DESTINATION TRAIL

Mighty “destination trails” **increase tourism.** In Florida, outdoor recreation **generates \$58.6 BILLION** in consumer spending, **485,000 JOBS**, and **\$3.5 BILLION** in state and local tax **REVENUE** annually

BERT Benefits

- **Safety:** Lee County is In the top 50 counties with the highest fatalities in the country, The number of fatalities is 8.7x greater than the average county in the United States. Safe, dedicated routes for children to schools.
- **Health:** A study on the health benefits from bike/pedestrian trails found that every \$1 invested in trails resulted in \$2.94 of savings on health care costs
- **Economic Development:** A 2018 [review](#) of economic impact studies of trails across the country revealed that average user spending ranges from between \$5 to over \$67 or more per user per day. Business leader surveys show that quality of life amenities affect business siting and expansion decisions.
- **Alternative & Affordable Transportation:** Transportation is the second highest expense after rent for lower income households. Reduces road congestion and pollution.
- **Increased Property Values:** A number of [studies](#) have found that homes near trails generally have higher values, with premiums ranging from 5-10 percent.
- **Sense of Community:** Intangible benefits of chance meetings and creating community.
- **Regional and Statewide Connections**





Funding Strategy

Florida Sources

- Sun Trail
- Local Funding Initiative
- Florida Communities Trust

Federal Sources

- RAISE
- Community Project Line Item
- Safe Streets For ALL
- Transportation Alternatives

Local Sources

- General Revenue
- Lee 20/20
- Resilient Lee
- Local Ballot Measure



Lee County / Village of Estero / City of Bonita Springs

- Placement on MPO Priority List
- Support for Future Funding Requests



THANK YOU



Trust for Public Land (TPL) is a national nonprofit that works to connect everyone to the benefits and joys of the outdoors. As a leader in equitable access to the outdoors, TPL works with communities to create parks and protect public land where it is needed most.

Since 1972, TPL has protected more than 3 million acres of public land, created more than 5,000 parks, trails, schoolyards, and iconic outdoor places, raised \$84 billion in public funding for parks and public lands, and connected more than 9 million people to the outdoors.

Connecting everyone to the outdoors™

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WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 17, 2024

Agenda Item:

FPL SolarVantage Program

Description:

FPL will provide a presentation to the Village Council on their SolarVantage program.

Following are some highlights of the SolarVantage program.

- FPL designs, permits, and installs solar panels.
- FPL handles all upfront costs.
- Costs are paid back over 10 years via monthly payments.
- Energy generated directly offsets energy used by the facility.
- FPL operates and maintains the panels for 10 years.
- Panel service life is 30-years.
- Investment Tax Credit eligible.

Financial Impact:

This workshop item is only intended as an introduction to FPL's SolarVantage program.

Financial impacts will be determined and presented to the Village Council on a project-by-project basis for each proposed installation.

Prepared by: David Willems, P.E.

Attachments:

1. Presentation



FPL SolarVantage enables simple and hassle free installation of customized solar solutions



Customized solar solutions for your needs



Design, procure, permit, construct, and maintenance for solar asset



No Upfront capital required;
Convenient, on-bill payment each month



Enjoy benefits of on-site solar energy while meeting your energy goals

FPL SolarVantage enables customers to decarbonize their operations by investing in a wide range of customer-centric, on-site solar assets



- Open to customers on non-residential rate code
- Offset energy consumption with on-site electrical generation
- No upfront capital; 10 Year Term, fixed on-bill monthly charge
- FPL provides all maintenance for the term
- Claim valuable tax incentives
- Earn all Renewable Energy Certificates (RECs)



FPL SolarVantage makes it easy to add the benefits of solar energy through wide range of solar asset types



Rooftop



Carport



Cantilever



Canopy



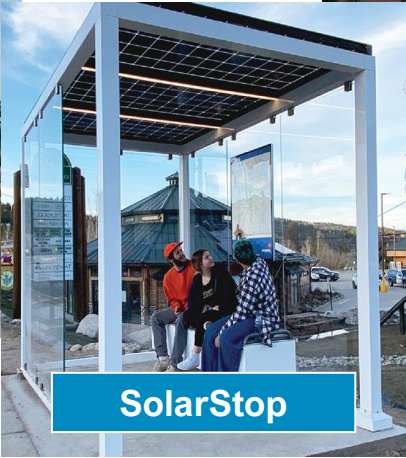
FPL SolarVantage customers can invest in both grid-tied and non-grid tied assets



Solar Trees



Solar Haven



SolarStop



SolarZone



Flat, on-bill rate includes all work needed to strategically design, safely construct, and efficiently monitor the solar asset

