

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JUNE 19, 2024, 09:30 AM

www.Estero-fl.gov

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

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

June 19, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris-Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATION

a. Everblades Kelly Cup Championship

Attachment: Florida Everblades 2024.pdf

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. June 5, 2024 Council Meeting Minutes

Attachment: 06052024 minutes.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Estero on the River Phase 1 & 2 Construction Manager at Risk Contract

Recommended Action

Motion to approve Contract Number 240004 Construction Manager at Risk (CMAR) agreement between Village of Estero and Manhattan Construction Company and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Financial Impact
The proposed financial impact for Phase 1 pre-construction services is $74,000. This will be funded using the $2,250,000 included in the Fiscal Year 2023-2024 budget for the Estero on the River Improvements project.

Attachment: SS EOR P 1_2 CMAR Contract.pdf
Attachment: 01-Loc Map.pdf
Attachment: 02-Site Plan.pdf
Attachment: 03-Restroom Plans.pdf
Attachment: 04-Phase 2 Improvements.pdf
Attachment: 05-Contract 24004 - EOR P 1_2 CMAR Agreement.pdf
Attachment: 06-Exhibit 1 Phase 1 PreConstruction Services.pdf
Attachment: 07-Exhibit 2 GMP Blank.pdf
Attachment: 08-Exhibit 3 Gen Cond.pdf
Attachment: 09-Exhibit 4 RFP 2024-02 EOR CMaR.pdf
Attachment: 10-Exhibit 5 CM Proposal.pdf

b. Tyler Munis Project Management

Recommended Action
Motion to approve the engagement for Horizon Solutions Group, Inc. between the Village of Estero and Horizon Solutions Group, Inc.

Authorize the Village Manager to execute the engagement documents on behalf of the Village of Estero Council.

Financial Impact

Britt Martin will perform services at a discounted rate of $175 per hour with a "Not to Exceed" amount of $14,000.

Attachment: SS Tyler Munis Project Management.pdf
Attachment: 1. Tyler MUNIS Project Management Engagement Letter.pdf

c. Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023 by Jeff Tuscan, CPA, Tuscan &. Company, PA.

Recommended Action
Approve Comprehensive Annual Financial Report.

Financial Impact
There is no financial impact of this report.

Attachment: SS Annual Comp Finance report.pdf
Attachment: 1. Final Comprehensive Annual Financial Report _SECURED_.pdf
Attachment: 2. Summary of Audit Findings and Management Letter Comments.pdf

d. Resolution 2024-10 Statewide Mutual Aid Agreement

A Resolution of the Village of Estero, Florida, Adopting the Statewide Mutual Aid Agreement; Making Related Findings; Providing for Severability and an Effective Date.

Recommended Action
Approve this Resolution which authorizes the Village Manager to execute the Statewide Mutual Aid Agreement.

Financial Impact
There are no financial impacts with this agenda item.

Attachment: SS Res No. 2024-10 Statewide Agreement.pdf
Attachment: 1 Resolution No. 2024-10 Statewide Agreement _pages 1-13.pdf

e. Resolution No. 2024-11 Adopting the Procurement Procedures and Requirements

A Resolution of the Village Council of the Village of Estero, Florida, Adopting the Procurement Procedures and Requirements Contained in 2 C.F.R. § 200.318-327 for any Procurement Activity Engaged in by the Village Which is to be Funded by Federal CDBG Funds; Authorizing the Village Manager or to Administratively Adopt any Supplemental Procurement Procedures or Forms Which the Village is Required to use by the Department of Housing and Urban Development or any Subrecipient Including Lee County When Engaging in Procurement Activities to be Supported by CDBG Fund; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Approve this Resolution in partnership with the County in deploying grant funds in a manner required by law.

Financial Impact
There is no financial impact involved with this Resolution.

Attachment: SS Res No. 2024-11 Procurement and Procedures.pdf
Attachment: 1 Res. No. 2024-11_CDBG Federal Rules Policy Adoption.pdf

8. FIRST READING AND PUBLIC HEARING

a. First Reading and Public Hearing for Ordinance No. 2024-09, Comprehensive Plan Amendment Water Supply Facilities Work Plan

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting an Amendment to the Village of Estero Comprehensive Plan to Change the Text to Reference the Village's 10-Year Water Supply Facilities Work Plan as Provided on Attachment "A" and Made a Part Hereof; Providing for Transmittal of the Amendment to the State of Florida and Other Reviewing Agencies as Required by Statute; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Recommended Action
Transmit Ordinance No. 2024-09 to State and other required review agencies.

Financial Impact
Cost for consultant to prepare Water Supply Plan, and cost for two newspaper advertisements.

Attachment: SS Public Hearing Ordinance 2024-09.pdf
Attachment: 1 CPA2024-01 Council Staff Report.pdf
Attachment: 2 Ordinance 2024-09.pdf
Attachment: 2 A The Village of Estero WSFWP Revised 6-13-2024.pdf

9. SECOND READING AND PUBLIC HEARING

a. Second reading of Zoning Ordinance No. 2024-07, 8111 Broadway East (Old Post Office)

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions an Amendment to the Commercial Planned Development for Property Located at 8111 Broadway East, East of U.S. 41 and North of Estero United Methodist Church Consisting of Approximately 1 Acre; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action
Approve Ordinance No. 2024-07.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS 2nd reading Ordinance 2024-07.pdf
Attachment: 1 Ord 2024 07 Amend 8111 Broadway E.pdf
Attachment: 1 a Sketch and Legal Description.pdf
Attachment: 1 b MCP 11x17.pdf
Attachment: 1 c-Pruitt-Combined Pattern Book-05-17-2024.pdf
Attachment: 2 Council Staff Report.pdf
Attachment: 2 Attachment A - Area Location Map.pdf
Attachment: 2 Attachment B - Applicant_s Revised Schedule of Uses.pdf
Attachment: 3 DCI2024-E001 8111 Broadway E.pdf

10.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

11.VILLAGE ATTORNEY'S REPORT

12. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

13. WORKSHOPS

a. Disaster and Recovery

Attachment: SS Emergency Response Plan.pdf
Attachment: 1. Draft Emergency Response Plan.pdf

b. FEMA Update

Attachment: SS FEMA update.pdf
Attachment: 1 Operational Audit.pdf

14. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JUNE 19, 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.

09:30:21 >>Mayor McLain: I WOULD LIKE TO WELCOME YOU ALL TO THE
09:30:25 VILLAGE OF ESTERO MEETING THAT WE HAVE ON JUNE 19, 2024,
09:30:30 TODAY AT 9:30.
09:30:31 ONE MINUTE LATE.
09:30:32 I'D LIKE TO CALL THE MEETING TO ORDER.
09:30:35 [SOUNDING GAVEL]
09:30:35 I'D ALSO LIKE TO WELCOME YOU ALL TO THE VILLAGE, AS I
09:30:39 MENTIONED.
09:30:39 WHAT A PLACE THAT WE CALL PARADISE FOR GOOD REASON.
09:30:42 THE EVERBLADES HELPED MAKE IT EVEN MORE OF A PARADISE.
09:30:50 THANK YOU.
09:30:50 ANY OF YOU SPEAKING TODAY, INCLUDING COUNCIL MEMBERS, MAKE
09:30:53 SURE THAT YOU SPEAK CLOSE TO THE MICROPHONE SO WE CAN GET
09:30:57 EVERYTHING RECORDED.
09:30:59 I'D ALSO LIKE TO REMIND EVERYONE, IF YOU HAVE A TELEPHONE OR
09:31:04 A CELL PHONE, PLEASE TURN THAT OFF SO IT DOESN'T INTERRUPT
09:31:08 THE MEETING.
09:31:09 SO THIS MORNING, I'D LIKE TO START OUR MEETING OFF WITH

09:31:12 PASTOR KEVIN MORRIS OF THE ESTERO COMMUNITY CHURCH.
09:31:15 WELCOME, KEVIN.
09:31:18 >> THANK YOU, MR. MAYOR.
09:31:20 SHALL WE BOW IN PRAYER?
09:31:21 DEAR WISE AND LOVING LORD, FIRST, WE SAY, LET US SAY THANK
09:31:27 YOU.
09:31:28 THANK YOU ON BEHALF OF ALL WHO ARE GATHERED HERE TODAY.
09:31:32 THANK YOU FOR YOUR MANY AND ABUNDANT BLESSINGS.
09:31:37 THANK YOU FOR LIFE ITSELF, FOR THE MEASURE OF HEALTH THAT WE
09:31:44 NEED TO FULFILL OUR CALLINGS, FOR SUSTENANCE, FOR
09:31:49 FRIENDSHIP, FOR FAMILY.
09:31:51 THANK YOU FOR THE ABILITY TO BE INVOLVED IN USEFUL WORK AND
09:31:57 FOR THE HONOR OF BEARING APPROPRIATE RESPONSIBILITIES.
09:32:04 THANKS AS WELL FOR THE FREEDOM TO EMBRACE WHAT IS RIGHTEOUS
09:32:08 IN YOUR SIGHT.
09:32:12 THANK YOU FOR LOVING US EVEN SO FROM YOUR BOUNDLESS AND
09:32:18 GRACIOUS NATURE.
09:32:22 LORD, WE PRAY FOR THE AGENDA SET BEFORE US TODAY.

09:32:26 PLEASE GIVE AN ASSURANCE OF WHAT WOULD PLEASE YOU AND WHAT
09:32:30 WOULD BENEFIT THOSE WHO LIVE, LEARN, WORK, AND PLAY IN AND
09:32:38 AROUND OUR BELOVED VILLAGE OF ESTERO, INCLUDING OUR VILLAGE
09:32:42 STAFF AND THEIR FAMILIES.
09:32:46 IT IS IN YOUR MOST BLESSED NAME WE PRAY, AMEN.
09:32:52 >>Mayor McLain: NEXT ON THE AGENDA IS THE PLEDGE OF
09:32:54 ALLEGIANCE.

09:32:55 IF YOU WOULD JOIN COUNCILMEMBER LOPEZ, A MARINE, TO SET US
09:33:02 UP.
09:33:03 [PLEDGE OF ALLEGIANCE]
09:33:14 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:33:22 >>Vice-Mayor Ribble: HERE.
09:33:24 >>Larry Fiesel: HERE.
09:33:25 >>Mayor McLain: HERE.
09:33:27 >>Lori Fayhee: HERE.
09:33:29 >>Rafael Lopez: HERE.
09:33:30 >> COUNCILMEMBER WARD IS ABSENT TODAY.
09:33:32 COUNCILMEMBER ZALUCKI.
09:33:34 >>George Zalucki: HERE.
09:33:36 >>Mayor McLain: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:33:38 AGENDA.
09:33:38 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES?
09:33:41 I SEE NONE, SO I'LL LOOK FOR A MOTION TO APPROVE THE AGENDA.
09:33:45 COUNCILPERSON FAYHEE HAS MADE THE MOTION AND SECONDED BY
09:33:50 COUNCILPERSON FIESEL.
09:33:57 NEXT ON THE AGENDA, WE HAVE A PROCLAMATION.
09:34:01 >>Carol Sacco: EXCUSE ME, I HAVE TO CALL ROLL.
09:34:05 >>Mayor McLain: OH, CALL THE ROLL.
09:34:07 >>Larry Fiesel: AYE.
09:34:09 >>Lori Fayhee: AYE.
09:34:12 >>Rafael Lopez: AYE.
09:34:13 >>George Zalucki: AYE.

09:34:13 >>Vice-Mayor Ribble: AYE.
09:34:15 >>Mayor McLain: AYE.
09:34:17 >>Mayor McLain: NEXT ON THE AGENDA, WE HAVE THE PROCLAMATION
09:34:19 TO BE PRESENTED.
09:34:21 ACCEPTING THIS PROCLAMATION ON BEHALF OF THE EVERBLADES
09:34:23 KELLY CUP CHAMPIONSHIP TEAM ARE MIKE KELLY, THE VICE
09:34:27 PRESIDENT OF BUSINESS DEVELOPMENT AND BROADCASTING, BRAD
09:34:32 RALPH, HEAD COACH AND GENERAL MANAGER, AND THE ASSISTANT
09:34:36 MANAGER ANTHONY PETERS.
09:34:39 I WOULD LIKE TO ALSO INVITE OUR VICE-MAYOR, JOANNE RIBBLE,
09:34:43 TO JOIN ME IN THIS PRESENTATION UP AT THE FRONT HERE.
09:34:48 THE PROCLAMATION -- SO JOANNE WAS ACTUALLY AT THE
09:34:54 CELEBRATION OF THE WINNING OF THE TOURNAMENT, AND SHE MADE
09:34:58 THE PRESENTATION FOR THE VILLAGE AT HERTZ ARENA LAST WEEK.

09:35:04 I WOULD LIKE THE EVERBLADES, THE VILLAGE OF ESTERO IS, I
09:35:09 THINK, A WINNING TEAM ALSO OF COUNCIL AND STAFF AND ARE A
09:35:15 TEAM THAT WORK TOGETHER TO PROVIDE ALL OF OUR CITIZENS WITH
09:35:17 THE BEST GOVERNANCE IN SOUTHWEST FLORIDA.
09:35:20 SO PLEASE WELCOME RALPH, MIKE KELLY, AND ANTHONY PETERS AS
09:35:25 WE PRESENT THIS TO THEM.
09:35:27 WE'LL ASK YOU TO COME UP HERE.
09:35:28 WE'LL TAKE SOME PICTURES LATER AND YOU CAN MAKE SOME
09:35:31 COMMENTS.
09:35:31 I'M GLAD YOU'RE HOLDING IT BECAUSE I LIFTED IT EARLIER AND
09:35:57 IT'S PRETTY HEAVY.

09:35:58 CONGRATULATIONS TO ALL OF YOU.
09:36:04 HERE IS THE PROCLAMATION:
09:36:06 THE VILLAGE OF ESTERO PROCLAMATION.
09:36:09 WHEREAS, THE HARD WORK, DEDICATION, SPORTSMANSHIP, TALENT,
09:36:12 AND EXCEPTIONAL FLORIDA EVERBLADES TEAM CHEMISTRY WON THE
09:36:16 2024 KELLY CUP CHAMPIONSHIP ON SATURDAY NIGHT RIGHT INSIDE
09:36:21 THEIR HOME HERTZ ARENA WITH A 4-3 WIN IN OVERTIME OVER THE
09:36:27 KANSAS CITY MAVERICKS; AND WHEREAS, THE FLORIDA EVERBLADES
09:36:32 BECOMES THE FIRST TEAM IN THE NCHL'S 36-YEAR HISTORY TO WIN
09:36:39 THREE CONSECUTIVE TITLES WHILE THE CLUB'S FOURTH OVERALL
09:36:42 CHAMPIONSHIP IN 2012, 2022, 2023, AND 2024, SETS A NEW
09:36:51 LEAGUE RECORD.
09:36:51 THE EVERBLADES APPEARING IN THE KELLY CUP FINALS FOR THE
09:36:54 7th TIME WHICH ALSO ESTABLISHED A NEW NCHL RECORD; AND
09:36:59 WHEREAS, THE FLORIDA EVERBLADES CELEBRATED ITS 36th SEASON
09:37:03 IN 2023-24, THE NCHL IS A PREMIER AA HOCKEY LEAGUE AND IS
09:37:12 THE THIRD LONGEST TENURED PROFESSIONAL HOCKEY LEAGUE BEHIND
09:37:16 ONLY THE NATIONAL HOCKEY LEAGUE AND THE AMERICAN HOCKEY
09:37:20 LEAGUE 2; AND WHEREAS, SINCE THEIR INCEPTION IN 1998, THE
09:37:25 FLORIDA EVERBLADES HAVE ESTABLISHED A REPUTATION AS ONE OF
09:37:28 THE PREMIER ORGANIZATIONS IN THE NCHL; AND NOW, THEREFORE,
09:37:33 I, JON McLAIN, MAYOR OF THE VILLAGE OF ESTERO, LEE COUNTY,
09:37:37 FLORIDA, OFFER THE VILLAGE OF ESTERO'S HEARTIEST
09:37:40 CONGRATULATIONS TO THE EVERBLADES FOR THE KELLY CUP
09:37:43 CHAMPIONSHIP.

09:37:44 IN WITNESS THEREFORE, I, JON McLAIN, MAYOR OF THE VILLAGE
09:37:54 OF ESTERO, LEE COUNTY, FLORIDA, DO HEREBY PROCLAIM THAT THE
09:37:57 VILLAGE RECOGNIZES AND WE ARE VERY PROUD OF THE FLORIDA
09:37:59 EVERBLADES TEAM OUTSTANDING ACCOMPLISHMENT OF WINNING THE
09:38:02 2024 KELLY CUP CHAMPIONSHIP.
09:38:04 I HAVE HEREUNTO SET MY HAND AND CAUSED THE SEAL OF THE
09:38:08 VILLAGE OF ESTERO TO BE AFFIXED THIS 19th DAY OF JUNE,
09:38:11 2024.
09:38:11 CONGRATULATIONS TO ALL OF YOU.
09:38:14 [APPLAUSE]

09:38:14 WOULD ANY OF YOU LIKE TO SAY A FEW WORDS?
09:38:23 >> WELL, FIRST, I WOULD LIKE TO THANK YOU FOR ACKNOWLEDGING
09:38:25 US.
09:38:26 WE'RE VERY PROUD TO REPRESENT THE VILLAGE OF ESTERO WINNING
09:38:30 THREE CHAMPIONSHIPS IS NOT EASY.
09:38:35 27 TEAMS IN THE LEAGUE, WE PLAYED 95 GAMES THIS YEAR.
09:38:38 IT IS A BATTLE FROM THE START TO THE FINISH, BUT I THINK THE
09:38:45 REASON WHY WE'RE ABLE TO WIN MULTIPLE CHAMPIONSHIPS LIKE
09:38:48 THIS IS WE DO HAVE A GREAT COMMUNITY.
09:38:50 WE HAVE A GREAT ORGANIZATION.
09:38:51 IT TAKES A LOT OF PEOPLE IN THIS COMMUNITY TO PLAY A FACTOR
09:38:56 IN CREATING SUCH A GREAT ORGANIZATION WHICH ALLOWS US TO DO
09:39:01 WHAT WE DO ON THE ICE.
09:39:02 VERY THANKFUL FOR YOUR SUPPORT IN THE COMMUNITY AND THE
09:39:06 COUNCIL, AND I GUESS WE HAVE TO WIN FOUR NOW.

09:39:10 [LAUGHTER]
09:39:11 [APPLAUSE]
09:39:15 >>Mayor McLain: IT'S A GREAT HONOR TO HAVE SUCH A GREAT TEAM
09:39:17 IN THE VILLAGE OF ESTERO.
09:39:18 IT'S GREAT ON ALL SIDES.
09:39:21 THANK YOU.
09:39:21 I GUESS WE NEED TO TAKE SOME PICTURES.
09:39:24 NEXT ON THE AGENDA IS PUBLIC COMMENTS THAT ARE NOT RELATIVE
09:40:21 TO THE AGENDA BEFORE US.
09:40:22 IF YOU ARE GOING TO SPEAK, MAKE SURE YOU FILL OUT A CARD,
09:40:25 AND YOU'LL HAVE THREE MINUTES TO SPEAK.
09:40:27 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
09:40:28 >>Carol Sacco: NO, MAYOR, WE HAVE NONE.
09:40:31 >>Mayor McLain: THANK YOU.
09:40:32 NEXT ON THE AGENDA IS THE CONSENT AGENDA, 5A.
09:40:39 IT IS THE MINUTES FROM THE JUNE 5 COUNCIL MEETING.
09:40:42 DO ANY COUNCIL MEMBERS HAVE ANY UPGRADES OR CHANGES TO THE
09:40:45 MINUTES?
09:40:46 IF THERE ARE NO CHANGES, I WILL ENTERTAIN A MOTION TO
09:40:50 APPROVE THE CONSENT AGENDA.
09:40:53 >>Larry Fiesel: MR. MAYOR, I'LL MAKE A MOTION TO APPROVE THE
09:40:55 CONSENT AGENDA.
09:40:55 >>Vice-Mayor Ribble: I'LL SECOND.
09:40:56 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION AND
09:41:00 IT'S BEEN SECONDED BY OUR VICE-MAYOR RIBBLE.

09:41:03 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:41:07 >>George Zalucki: AYE.
09:41:08 >>Rafael Lopez: AYE.
09:41:10 >>Lori Fayhee: AYE.
09:41:11 >>Larry Fiesel: AYE.
09:41:13 >>Vice-Mayor Ribble: AYE.

09:41:13 >>Mayor McLain: AYE.
09:41:15 NEXT ON THE AGENDA IS 7A, ESTERO ON THE RIVER PHASE 1 AND 2
09:41:21 CONSTRUCTION MANAGER AT RISK.
09:41:24 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
09:41:26 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:41:30 I'LL ASK DAVID TO COME FORWARD.
09:41:32 THE ACTION PROPOSED HERE IS TO EXECUTE AN AGREEMENT FOR
09:41:35 CONSTRUCTION MANAGER AT RISK FOR THE MANHATTAN CONSTRUCTION
09:41:40 COMPANY FOR WORK ON THE ESTERO ON THE RIVER PROJECT.
09:41:45 AS YOU KNOW, WE'RE USING THE CONSTRUCTION MANAGER AT RISK AS
09:41:48 A WAY OF EXPEDITING SOME OF THE WORK THAT'S BEEN OUT THERE
09:41:53 FOR SOME TIME.
09:41:54 THIS PROJECT IS PART OF A LONG-STANDING PROJECT APPROVED BY
09:42:01 THE VILLAGE COUNCIL IN YOUR CAPITAL IMPROVEMENT PROGRAM.
09:42:05 FOR FURTHER DETAILS, I'LL TURN IT OVER TO DAVID FOR
09:42:07 DESCRIPTION OF THE PROJECT AND THE TIMELINE.
09:42:11 >>David Willems: AS COUNCIL MIGHT REMEMBER AT THE LAST
09:42:13 COUNCIL MEETING, YOU APPROVED THE RANKING OF THE FIRMS FOR
09:42:17 THE REQUEST FOR PROPOSAL, AND WE RANKED MANHATTAN

09:42:21 CONSTRUCTION AS THE MOST QUALIFIED FIRM TO DO THIS WORK.
09:42:25 OVER THE LAST WEEK, WE'VE BEEN ABLE TO NEGOTIATE WITH
09:42:28 MANHATTAN CONSTRUCTION, AND WHAT YOU HAVE BEFORE YOU IS THE
09:42:30 OVERALL CONSTRUCTION MANAGER AT RISK CONTRACT AND THE
09:42:34 PRECONSTRUCTION SERVICES.
09:42:36 SO IT'S REALLY A TWO-STEP PROCESS.
09:42:37 WHAT WE DO IN THE PRECONSTRUCTION SERVICES, MANHATTAN GETS
09:42:41 FAMILIAR WITH THE PROJECT, REVIEWS ALL THE CONSTRUCTION
09:42:43 PLANS, PROVIDES INPUT ON MAYBE WHERE IT COULD BE IMPROVED
09:42:47 FROM A CONSTRUCTION STANDPOINT, AND THEN THEY ALSO COME UP
09:42:51 WITH A MORE DETAILED PROJECT SCHEDULE ALL THE WAY THROUGH
09:42:55 CONSTRUCTION AND ALSO A BUDGET.
09:42:57 THAT WOULD BE AN ESTIMATED BUDGET.
09:43:00 ONCE THEY FINISH THAT AND WE WORK WITH THEM ON THAT PART OF
09:43:03 THE PROJECT, THIS CONTRACT ALSO INCLUDES THEM BIDDING THE
09:43:09 CONTRACT.
09:43:09 IF YOU LOOK AT THE DETAILS, THEY HAVE AGREED TO, I THINK IT
09:43:13 WAS 74 CALENDAR DAYS TO GET FROM THIS POINT TO GET THE
09:43:17 PROJECT BID AND THE HOPE IS THAT AT THE FIRST MEETING IN
09:43:20 SEPTEMBER, VILLAGE COUNCIL WILL HAVE THE GMP IN FRONT OF
09:43:25 THEM WHICH WILL OUTLINE THE CONSTRUCTION COSTS FOR THE PHASE
09:43:27 ONE IMPROVEMENTS AND A CONSTRUCTION SCHEDULE FOR THAT.
09:43:32 FOR THE PHASE ONE IMPROVEMENTS, I THINK AT THE LAST MEETING,
09:43:35 THERE WAS SOME QUESTION ABOUT WHAT THOSE PHASE ONE
09:43:39 IMPROVEMENTS ENTAILED.

09:43:40 WHAT I WANTED TO DO IS REALLY QUICKLY GO OVER WHAT THAT
09:43:43 INCLUDES.

09:43:43 SO THE PREVIOUS WHAT WE WERE SHOWING WAS THE OVERALL
09:43:47 PROJECT.
09:43:48 GENERALLY, IT'S GOING TO BE FROM CORKSCREW ROAD TO COUNTY
09:43:51 ROAD IS WHAT THIS PROJECT IS GOING TO INCLUDE.
09:43:57 THERE IS A DRIVEWAY OFF OF COUNTY ROAD HERE.
09:43:59 LEADS TO A PARKING LOT.
09:44:01 AND THIS WILL BE THE TRAILHEAD FOR A TRAIL SYSTEM ON THE
09:44:05 SOUTH SIDE OF THE RIVER.
09:44:06 AS PART OF THE TRAILHEAD, WE'LL HAVE PARKING SPACES AND THEN
09:44:09 WE'LL ALSO HAVE A RESTROOM FACILITY, MAPS, AND THINGS LIKE
09:44:13 THAT.
09:44:13 AND THEN TO GET OVER TO THE SOUTH TRAIL, THERE WILL BE A
09:44:18 BRIDGE ACROSS THE RIVER.
09:44:20 THIS IS A BRIDGE THAT THE REASON IT'S SO LONG IS BECAUSE OF
09:44:23 THE FLOODPLAIN THERE.
09:44:25 THE FLOODPLAIN IS FAIRLY WIDE.
09:44:27 SO WE HAD TO KIND OF GO ACROSS THE ENTIRE FLOODPLAIN.
09:44:31 AND THEN ON THE SOUTH SIDE REALLY, WHAT WE'LL HAVE IS A
09:44:35 LOOPED TRAIL SYSTEM.
09:44:36 THIS IS JUST FOR THE PHASE ONE.
09:44:38 HERE THE CIRCLES, YOU'LL NOTICE IS WHERE THE EAGLE'S NEST
09:44:43 IS.
09:44:43 AT THE LAST MEETING WE HAD MENTIONED THAT THE EAGLES ARE

09:44:47 THERE.
09:44:47 I THINK THEY HAVE LEFT NOW BUT THEY'LL LIKELY BE BACK NEXT
09:44:50 YEAR.
09:44:51 THEY HAVE BEEN THROUGH TWO SEASONS AND HAD OFFSPRING IN BOTH
09:44:54 SEASONS.
09:44:55 IT WILL BE A LOOP.
09:44:56 AND THEN FOR PHASE TWO, WHICH I HADN'T TALKED -- LET ME GO
09:45:00 TO THE RESTROOM FIRST.
09:45:01 SO THIS IS THE RESTROOM BUILDING THAT WE'RE PROPOSING.
09:45:05 IT IS RESTROOM, STORAGE.
09:45:09 IT WILL BE AIR CONDITIONED AND IT'S GOING TO BE OLD FLORIDA,
09:45:14 METAL ROOF, SIDING, AND THEN SOME SEATING AREAS.
09:45:19 INSTEAD OF JUST DOING A RESTROOM FACILITY, WE DID A LITTLE
09:45:22 BIT MORE IN THAT THERE IS A COVERED AREA UP FRONT SO THAT
09:45:25 PEOPLE CAN CONGREGATE SOMEWHERE IN THE SHADE IF THEY NEED
09:45:29 TO.
09:45:29 SO THIS IS WHAT THE BUILDING WILL LOOK LIKE.
09:45:34 WHEN WE BRING BACK THE GMP, WE'LL HAVE A LITTLE MORE DETAIL
09:45:37 ON THIS, COLORS AND THINGS LIKE THAT THAT WE CAN PRESENT TO
09:45:41 COUNCIL.
09:45:41 ANY QUESTIONS ABOUT THE PHASE ONE WORK?
09:45:43 THAT'S WHAT IS REALLY IN THIS CONTRACT RIGHT NOW.
09:45:48 >>Mayor McLain: VICE-MAYOR.
09:45:49 >>Vice-Mayor Ribble: DAVID, IF YOU COULD GO BACK TO C-11

09:45:52 JUST QUICKLY.

09:45:54 IT WAS REALLY HARD TO SEE ON THESE PAGES.
09:45:56 C-11.
09:45:57 FIRST OF ALL, WHAT IS FLEX PAVE?
09:46:03 AND CAN YOU JUST POINT YOUR CURSOR TO WHAT IS MULCH, WHAT IS
09:46:09 PAVER AND WHAT IS --
09:46:11 >>David Willems: THE ONLY THING THAT IS MULCH IS THE
09:46:13 TEMPORARY PATH ON THE NORTH SIDE.
09:46:17 THAT'S BECAUSE WE'RE CONNECTING IT TO ESTERO RIVER
09:46:19 OUTFITTERS SO YOU'LL BE ABLE TO GO BACK AND FORTH BETWEEN
09:46:22 THE TWO ON A PATH.
09:46:23 BUT THERE ARE POTENTIAL OTHER PLANS FOR THE NORTH SIDE OF
09:46:26 THE RIVER, SO WE DIDN'T WANT TO DO A PERMANENT SOLUTION
09:46:30 THERE.
09:46:30 IT WILL BE AN AT-GRADE.
09:46:33 THE REST OF IT WILL BE HARD SURFACE.
09:46:34 FLEXI-PAVE, IT'S NOT AN ASPHALT BUT SORT OF AN ASPHALT.
09:46:40 IT'S A LITTLE SOFTER AND IT'S PERVIOUS, SO WATER WILL BE
09:46:42 ABLE TO GO THROUGH THAT SURFACE.
09:46:45 THERE ARE A COUPLE OF BOARDWALKS.
09:46:48 OF INTEREST HERE, THERE IS A BOARDWALK AT THIS LOCATION.
09:46:53 THE REASON IS, THERE IS ACTUALLY A FOUNDATION FROM THE
09:46:57 KORESHAN SETTLEMENT THERE.
09:46:59 SO THE IDEA WAS TO LEAVE THAT FOUNDATION AND WE'LL GO UP
09:47:03 OVER IT INSTEAD OF HAVING TO GO THROUGH IT.
09:47:06 SO THE FOUNDATION WILL BE PRESERVED.

09:47:09 >>Vice-Mayor Ribble: THANK YOU.
09:47:11 >>Larry Fiesel: YOU INDICATED THEY WOULD BRING BACK BIDS IN
09:47:15 A 74-DAY PERIOD OF TIME.
09:47:18 THE DESIGN REVIEW BOARD HAS GONE OVER THE BUILDING, THE
09:47:21 RESTROOM BUILDING, APPROVED IT.
09:47:23 WE WENT OVER IT AND WE APPROVED IT.
09:47:25 WHERE IS THE TOTAL OVERALL DESIGN PLANS AND SPECIFICATIONS
09:47:31 WITH THE ARCHITECT AT THIS POINT?
09:47:33 ARE THEY COMPLETED?
09:47:35 >>David Willems: PHASE ONE IS DONE.
09:47:36 PHASE ONE IS DESIGNED AND PERMITTED.
09:47:38 >>Larry Fiesel: THE ONLY THING WE HAVEN'T SEEN YET IS THE
09:47:42 PROPOSED COLORS?
09:47:42 >>David Willems: WE PRESENTED THEM BUT WE'LL BRING THEM BACK
09:47:45 SO WE CAN PROVIDE A FULL PICTURE OF WHAT'S GOING ON WHEN WE
09:47:48 APPROVE THE CONSTRUCTION.
09:47:49 >>Larry Fiesel: I JUST WANTED TO KNOW IF THE DESIGN PACKAGE
09:47:53 HAD BEEN COMPLETED.
09:47:54 >>David Willems: YES, IT HAS.
09:47:55 >>Larry Fiesel: THANK YOU.

09:47:57 >>George Zalucki: THANK YOU, DAVID.
09:48:00 JUST TO CLARIFY JUST A COUPLE OF THINGS.
09:48:02 AS FAR AS THE GENERAL OVERLAY OF THE PARK, THE WAY WE'RE
09:48:05 LOOKING AT IT NOW, THE PARKING LOT, THE RESTROOM, HOW DOES
09:48:08 THAT INTERFACE WITH FUTURE PLANNING OF THE NORTH SIDE OF THE

09:48:11 RIVER?
09:48:11 HAS THAT BEEN GIVEN ANY CONSIDERATION?
09:48:15 >>David Willems: AS BEST WE COULD.
09:48:16 THAT'S WHY IT IS BACK OFF OF THE ROAD.
09:48:18 WE WANTED TO LEAVE SPACE BETWEEN THE PARKING LOT AND U.S. 41
09:48:23 FOR WHATEVER COULD BE THERE.
09:48:25 I DON'T KNOW IF IT'S COMMERCIAL OR WHAT IT WOULD BE.
09:48:27 BUT THAT'S WHY WE DIDN'T PUT THE PARKING LOT ON U.S. 41 IS
09:48:30 TO LEAVE SPACE.
09:48:32 >>George Zalucki: THANK YOU.
09:48:33 THEN ON THE SOUTH SIDE OF THE RIVER, THE PATH IS ALREADY CUT
09:48:36 IN.
09:48:36 >>David Willems: GENERALLY, YES.
09:48:38 >>George Zalucki: GENERALLY SPEAKING.
09:48:39 SO THERE STILL NEEDS TO BE A LOT OF REFINEMENTS TO THE PATH
09:48:42 WHICH IS PART OF PHASE ONE.
09:48:43 WE'LL SEE THE DETAILS FORTHCOMING, CORRECT?
09:48:45 >>David Willems: WELL, THAT'S WHAT IT IS.
09:48:47 YOU'LL SEE THE NUMBERS, ABSOLUTELY.
09:48:51 THE COSTS WILL COME BACK.
09:48:52 ALL VILLAGE COUNCIL IS APPROVING RIGHT NOW IS FOR MANHATTAN
09:48:56 CONSTRUCTION TO START PRECONSTRUCTION SERVICES AND APPROVE
09:48:59 THE FRAMEWORK FOR CONSTRUCTION MANAGER AT RISK FOR THIS
09:49:04 PROPERTY.
09:49:04 SO THE THINGS THAT ARE GOING TO COME BACK TO VILLAGE

09:49:06 COUNCIL, THIS PROJECT INCLUDES A PHASE TWO PORTION, WHICH IS
09:49:12 -- IT'S REALLY JUST A CONCEPT RIGHT NOW.
09:49:14 IT HAS NOT BEEN DESIGNED AND IT IS JUST AN IDEA.
09:49:17 WHAT MANHATTAN IS GOING TO DO IS FOR THE PHASE 2 IS THEY ARE
09:49:20 ACTUALLY GOING TO BE THE ONES THAT DESIGN, PERMIT, AND BUILD
09:49:23 IT.
09:49:23 THEY ARE GOING TO DO IT ALL UNDER THEIR CONTRACT.
09:49:26 AND WHAT THAT IS GOING TO DO IS INCLUDE PHASE TWO PATHS TO
09:49:30 BASICALLY COMPLETE THE LOOP AROUND THE ENTIRE PROPERTY,
09:49:33 PROVIDE FOR EAGLE OBSERVATION AREA THAT'S FAR ENOUGH AWAY
09:49:37 FROM THE EAGLE'S NEST BUT CAN ACTUALLY VIEW THE NEST.
09:49:42 AND THEN A FENCE AROUND THE ENTIRE PROPERTY AND A SIDEWALK
09:49:45 OR A PATH ALONG CORKSCREW ROAD.
09:49:49 THAT IS NOT BEING APPROVED HERE.
09:49:50 THAT WILL COME BACK TO VILLAGE COUNCIL.
09:49:52 AND THEN ALSO FOR THE CONSTRUCTION OF BOTH PHASE ONE AND TWO

09:49:56 WILL COME BACK TO THE VILLAGE COUNCIL.
09:49:57 ALL THIS DOES IS GET THEM STARTED ON PHASE ONE
09:50:00 PRECONSTRUCTION SERVICES.
09:50:03 >>Mayor McLain: ANY OTHER COMMENTS FROM COUNCIL?
09:50:04 JUST A QUESTION.
09:50:07 LOOKING AT THE ARCHITECTURE HERE, WE'RE KIND OF SETTING THE
09:50:09 TONE WITH OLD FLORIDA ARCHITECTURE WITH THE RESTROOM IN
09:50:13 THERE.
09:50:13 QUESTION FOR YOU IS, I KNOW THAT WE HAVE LOOKED AT SOME

09:50:16 PLANS FOR THE ESTERO RIVER OUTFITTERS, WHICH HAS BEEN THERE
09:50:19 FOR 44 YEARS OR SO NOW.
09:50:22 IS THEIR ARCHITECTURE GOING TO BE OLD FLORIDA FROM WHAT
09:50:28 WE'VE SEEN?
09:50:29 >>David Willems: THE ONLY ARCHITECTURE WE'VE SEEN IS MORE
09:50:31 OLD FLORIDA THAN IT IS MEDITERRANEAN.
09:50:32 WHAT WE SAW NEEDED A LOT OF WORK.
09:50:34 >>Mayor McLain: THIS IS OLD FLORIDA HERE.
09:50:36 GOOD.
09:50:36 >>David Willems: IF YOU GO OUT TO THAT GENERAL AREA OF
09:50:39 ESTERO, EVERYTHING AROUND THERE IS OLD FLORIDA.
09:50:41 THE CHURCH IS OLD FLORIDA.
09:50:42 ALL THE HOMES AROUND THERE ARE OLD FLORIDA.
09:50:45 THE HOMES THAT HAVE BEEN THERE A HUNDRED YEARS ARE OLD
09:50:47 FLORIDA.
09:50:47 SO IT FITS INTO THAT LOCATION THAT IT'S LOCATED.
09:50:52 >>Mayor McLain: THAT'S GOOD.
09:50:53 THE OTHER THING, ON THE BRIDGE, IT IS LONGER THAN I EXPECTED
09:50:58 IT TO BE, BUT MAKES SENSE WHAT YOU'RE SAYING.
09:51:00 IT'S ALL HANDICAP APPROVED, ELECTRIC VEHICLES, THE WEIGHT
09:51:06 LOAD WILL HANDLE THE ELECTRIC WHEELCHAIRS.
09:51:09 >>David Willems: IT WILL HANDLE A GOLF CART, THOSE TYPE OF
09:51:12 VEHICLES.
09:51:12 IT'S NOT DESIGNED TO HANDLE A PICKUP TRUCK.
09:51:15 THE REASON WE DIDN'T THINK THAT WAS NEEDED IS THERE'S PLENTY

09:51:18 OF ACCESS ON THE SOUTH, IF YOU COME AROUND U.S. 41 AND
09:51:22 CORKSCREW ROAD, MAKING IT VEHICLE ACCESSIBLE WOULD HAVE BEEN
09:51:26 A LOT MORE EXPENSIVE.
09:51:27 >>Mayor McLain: HOW LONG IS IT ACTUALLY?
09:51:30 IT'S PREFAB, RIGHT?
09:51:32 >>David Willems: LET'S GO BACK TO THAT PLAN.
09:51:35 SO THE PART THAT'S ACTUALLY PREFABRICATED IS JUST THIS
09:51:39 SECTION HERE, THE PART OVER THE RIVER.
09:51:42 THE REST OF IT IS GOING TO BE MORE OF LIKE A BOARDWALK.
09:51:45 IT NEEDS TO BE ELEVATED BUT WE DIDN'T NEED TO HAVE THE CLEAR
09:51:49 SPAN.
09:51:50 THE REASON IT'S OVER THE RIVER IS SO THAT IT IS STILL

09:51:52 NAVIGABLE BY KAYAKS, CANOES AND ANY SMALL BOAT.
09:51:57 >>Mayor McLain: ANY OTHER COMMENTS FROM COUNCIL?
09:51:59 IF NOT, I'LL OPEN THIS UP TO PUBLIC COMMENTS.
09:52:05 ANYONE TO SPEAK, MADAM CLERK?
09:52:07 >>Carol Sacco: NO PUBLIC COMMENT OR NO E-COMMENTS.
09:52:09 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION TO APPROVE
09:52:11 THIS ITEM.
09:52:13 COUNCILMAN LOPEZ HAS MADE THE MOTION, SECONDED BY
09:52:16 COUNCILPERSON FAYHEE.
09:52:18 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:52:20 >>Larry Fiesel: AYE.
09:52:22 >>Lori Fayhee: AYE.
09:52:24 >>Rafael Lopez: AYE.

09:52:26 >>George Zalucki: AYE.
09:52:26 >>Vice-Mayor Ribble: AYE.
09:52:27 >>Mayor McLain: AYE.
09:52:28 THE NEXT ITEM ON THE AGENDA IS 7B, THE TYLER MUNIS PROJECT
09:52:36 MANAGEMENT.
09:52:36 STEVE, WOULD YOU PLEASE INTRODUCE THIS?
09:52:39 >>Steven Sarkozy: YES, THANK YOU, MAYOR AND MEMBERS OF
09:52:41 COUNCIL.
09:52:42 THIS IS A MAJOR PROJECT INTERNAL TO THE VILLAGE'S OPERATION.
09:52:44 IT'S UPGRADING OUR OLD FINANCE SYSTEM THAT'S BEEN IN PLACE
09:52:51 SINCE THE VILLAGE INCORPORATED.
09:52:52 PREVIOUSLY APPROVED A NEW FINANCE SYSTEM WITH ALL THE
09:52:56 MODULES WITH A NATIONAL COMPANY CALLED TYLER AND THEIR
09:53:02 MUNICIPAL SYSTEM IS USED BY A NUMBER OF COMMUNITIES AROUND
09:53:05 THE NATION.
09:53:06 WE'RE CLOSING IN ON THE FULL IMPLEMENTATION.
09:53:11 WE WENT LIVE EARLIER THIS MONTH.
09:53:13 I'D LIKE TO CALL ON OUR FINANCE DIRECTOR KEVIN GREENVILLE TO
09:53:20 TALK ABOUT THIS EXPENDITURE, WHICH IS PART OF THE PLAN
09:53:25 IMPLEMENTATION STEP.
09:53:27 >>Kevin Greenville: THANK YOU, STEVE.
09:53:28 GOOD MORNING, MAYOR AND COUNCIL.
09:53:30 BEFORE YOU TODAY IS A REQUEST FOR AN ADDITIONAL $14,000 OF
09:53:37 PROJECT MANAGEMENT SERVICES FOR THE TYLER MUNIS SYSTEM.
09:53:44 AS YOU RECALL, YOU GUYS APPROVED THIS BACK IN JUNE OF LAST

09:53:47 YEAR.
09:53:47 WE HAD A GO LIVE DATE OF JUNE 3rd OF 2024, AND WE DID MEET
09:53:53 THAT DATE AND WE ARE LIVE IN MUNIS AND WE'RE WORKING THROUGH
09:53:56 IT.
09:53:56 WE NEEDED TO ENGAGE AN OUTSIDE PROJECT MANAGER FOR THIS.
09:54:01 WE DIDN'T HAVE STAFF AVAILABLE TO REALLY DO THIS.
09:54:06 SO WE ENGAGED BRITT MARTIN, WHO WAS OUR OLD INTERIM FINANCE
09:54:11 DIRECTOR BEFORE ME.

09:54:12 HER GROUP, HORIZON SOLUTIONS GROUP.
09:54:16 BRITT HAS INTIMATE KNOWLEDGE OF OUR FINANCE SYSTEM, OF OUR
09:54:20 GENERAL LEDGER, SO SHE WAS REALLY ABLE TO DO THIS, MANAGE
09:54:23 THE PROJECT AND ALSO SHE REALLY FOCUSED ON CONVERSIONS,
09:54:27 CONVERTING ALL OUR OLD DATA INTO THE NEW SYSTEM.
09:54:31 SHE WAS APPROVED FOR 400 HOURS AT $70,000.
09:54:36 WITHIN THAT, JUST WITH STAFFING ISSUES AND WITH EVERYTHING
09:54:39 GOING ON, SHE ALSO HELPED OUT ON THE AUDIT.
09:54:42 AND WITHIN THOSE 400 HOURS, SHE DID 53 HOURS TO HELP US
09:54:47 COMPLETE THE AUDITS.
09:54:50 WITH THE NEW ACCOUNTING SOFTWARE AND WITH STAFF ON BOARD, WE
09:54:53 DON'T ANTICIPATE NEEDING HER SERVICES IN FUTURE AUDITS.
09:54:56 HER REMAINING TASKS WITHIN THIS $14,000 IS JUST CONVERTING
09:55:02 NINE MONTHS OF FY '24 FINANCIAL DATA AND WE ALSO NEED TO GET
09:55:07 IN SOME 1099 AND VENDOR DATA INTO THIS.
09:55:10 BRITT HAS DONE AN AMAZING JOB.
09:55:12 I THINK THE $70,000 WE'VE PAID HER WELL USED.

09:55:18 I THINK IF WE WENT WITH SOMEBODY ELSE OR WITH A COMPANY TO
09:55:21 DO THIS, IT WOULD HAVE BEEN MUCH MORE EXPENSIVE.
09:55:24 WE THINK WE'VE PROVIDED THE VILLAGE WITH A LEGACY SOLUTION
09:55:27 AT A MODERATE COST, ALL THINGS CONSIDERED.
09:55:30 THIS IS ALSO COMING FORWARD TO YOU, BECAUSE THIS IS 70,000
09:55:36 PLUS 14, THAT'S 84,000 THAT GOES ABOVE THE VILLAGE MANAGER'S
09:55:42 THRESHOLD FOR APPROVAL, SO WE'RE REQUESTING THAT FROM YOU,
09:55:47 AND I WOULD BE HAPPY TO ANSWER ANY QUESTIONS.
09:55:52 >>Mayor McLain: THANK YOU.
09:55:53 ANY QUESTIONS FROM COUNCIL?
09:55:55 >>George Zalucki: THANK YOU, KEVIN.
09:55:56 IT'S $175 AN HOUR, NOT TO EXCEED THE 14,000, CORRECT?
09:56:04 >>Kevin Greenville: CORRECT, YES.
09:56:05 >>George Zalucki: SO IT COULD BE LESS THAN THAT.
09:56:06 WHEN DO YOU EXPECT HER TO BE COMPLETE WITH THIS PROJECT?
09:56:09 >>Kevin Greenville: WELL, IF WE GET THIS APPROVED, I THINK
09:56:11 SHE'S GOING TO START WORKING TODAY, BECAUSE WE NEED TO GET
09:56:12 THIS DONE AND COMPLETED.
09:56:14 I THINK THE ENGAGEMENT GOES THROUGH THE END OF AUGUST.
09:56:16 BUT SHE SHOULD BE ABLE TO GET EVERYTHING DONE I WOULD SAY BY
09:56:21 NEXT MONTH.
09:56:21 >>George Zalucki: THANK YOU.
09:56:21 I THINK IT'S MONEY WELL SPENT.
09:56:25 >>Mayor McLain: ANY OTHER QUESTIONS?
09:56:25 NO OTHER QUESTIONS, I'LL OPEN THIS UP TO PUBLIC COMMENT.

09:56:29 DO WE HAVE ANYONE SIGNED UP TO SPEAK?
09:56:29 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
09:56:33 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION REGARDING THIS
09:56:36 ITEM.

09:56:36 >>Vice-Mayor Ribble: SO MOVED.
09:56:37 >>Mayor McLain: VICE-MAYOR RIBBLE HAS MADE THE MOTION,
09:56:42 SECONDED BY COUNCILMAN ZALUCKI.
09:56:43 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:56:45 >>George Zalucki: AYE.
09:56:47 >>Rafael Lopez: AYE.
09:56:49 >>Lori Fayhee: AYE.
09:56:49 >>Larry Fiesel: AYE.
09:56:51 >>Vice-Mayor Ribble: AYE.
09:56:52 >>Mayor McLain: AYE.
09:56:53 NEXT ON THE AGENDA IS ITEM NUMBER 7C, ANNUAL COMPREHENSIVE
09:56:58 FINANCIAL REPORT FOR THE FISCAL YEAR ENDED SEPTEMBER 30,
09:57:03 2023.
09:57:04 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
09:57:07 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:57:09 THIS IS OUR ANNUAL AUDIT THAT WAS PRESENTED LAST MEETING AT
09:57:15 WORKSHOP.
09:57:15 JEFF TUSCAN, THE PRINCIPAL OF THE TUSCAN & COMPANY, A
09:57:20 REGIONAL ACCOUNTING FIRM THAT HAS DONE OUR AUDIT OVER THE
09:57:23 PAST SEVERAL YEARS.
09:57:24 WHAT WE DO EVERY YEAR IS REPORT OUT TO THE VILLAGE COUNCIL

09:57:30 THROUGH THE AUDITING FIRM THE STATUS OF OUR FINANCES.
09:57:36 WE SUBJECT OURSELVES TO A FULL AUDIT THAT INCLUDES ALL FUNDS
09:57:41 AND PROVIDE, OF COURSE, FULL ACCESS BY THE AUDIT COMPANY TO
09:57:45 ALL OF OUR RECORDS.
09:57:46 WE DO THIS IN A MANNER SO THAT THE REPORTING THAT GOES OUT
09:57:54 LETS EVERYONE KNOW THAT WE'RE OPERATING REALLY AT THE
09:57:57 HIGHEST LEVEL OF ACCOUNTABILITY AND TRANSPARENCY.
09:58:02 SO IF THERE ARE ANY PROBLEMS AT ALL, WE REPORT THOSE OUT
09:58:06 PUBLICLY TO THE COUNCIL AND EACH YEAR WE PROVIDE A SUMMARY
09:58:12 OF THE AUDIT FINDINGS AND COMMENTS.
09:58:17 YOU'LL NOTICE THAT IN THE COUNCIL ACTION SHEET WHERE WE HAVE
09:58:21 NOT HAD ANY FINDINGS SINCE 2016.
09:58:26 WE ONLY HAD THEM IN -- THREE OF THEM, OF COURSE, IN OUR FULL
09:58:31 HISTORY.
09:58:32 FINDINGS ARE SIGNIFICANT AND THEY CAUSED US TO MAKE SOME
09:58:35 MAJOR CHANGES.
09:58:36 BUT THAT WAS GENERALLY ATTRIBUTABLE TO THE START-UP OF OUR
09:58:40 OPERATIONS WHEN WE INCORPORATED IN 2015.
09:58:44 SINCE THAT TIME, WE HAVE HAD WHAT THEY CALL CLEAR AUDITS
09:58:50 WITH NO BLEMISHES.
09:58:52 WE EVEN REPORT OUT TO THE COUNCIL THE MANAGEMENT COMMENTS,
09:58:56 WHICH ARE SUGGESTIONS FOR IMPROVEMENTS OR SMALL COURSE
09:59:03 CORRECTIONS AND THE IDEA IS THAT THOSE COMMENTS, EVEN THOUGH
09:59:09 THEY ARE NOT SIGNIFICANT, CAUSE US TO MAKE CHANGES IN
09:59:14 RESPONSE TO THE AUDITORS IN ORDER TO GET TO AN EVEN HIGHER

09:59:19 LEVEL OF ACCOUNTABILITY.
09:59:20 THAT CLEAR AUDIT COMES TO YOU.
09:59:26 THE ACTION REQUIRED BY COUNCIL IS SIMPLY TO APPROVE
09:59:29 ACCEPTANCE OF THE COMPREHENSIVE PLAN.
09:59:34 THIS IS BEING SUBMITTED WITH OUR BUDGET, TO THE
09:59:41 STANDARD & POOR'S GROUP AS WE GO FOR A BOND RATING TO GIVE
09:59:47 YOU THE OPTION OF USING DEBT, IF YOU'D LIKE, IN SOME OF OUR
09:59:53 CAPITAL IMPROVEMENT PROGRAMS.
09:59:55 SO HAVING A FULL SINGLE AUDIT THAT INCLUDES ALL GRANTS,
10:00:01 STATE AND FEDERAL, AND ALL LOCAL FUNDS IS A SIGNIFICANT
10:00:09 ANNUAL EVENT THAT WE GO.
10:00:10 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:00:13 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
10:00:18 >>Lori Fayhee: I DO HAVE ONE.
10:00:18 >>Mayor McLain: COUNCILMAN FAYHEE.
10:00:22 >>Lori Fayhee: I NOTICED ON THE SUMMARY SHEET THAT THERE ARE
10:00:26 RECOMMENDATIONS AND A FEW OF THEM -- CAN YOU HEAR ME OKAY?
10:00:30 I'M SORRY.
10:00:30 A FEW OF THEM MENTIONED A DOCUMENTED POLICY OR CREATING A
10:00:38 NEW POLICY.
10:00:39 IS THAT SOMETHING THAT THE COUNCIL WILL NEED TO SCHEDULE?
10:00:44 >>Steven Sarkozy: THEY ARE RELATIVELY MINOR.
10:00:48 THEY WERE DISCUSSED OR COMMENTED ON VERY BRIEFLY AT THE LAST
10:00:51 WORKSHOP, AND THEY HAVE ALREADY BEEN IMPLEMENTED BY STAFF.
10:00:55 >>Lori Fayhee: EXCELLENT.

10:00:55 >>Steven Sarkozy: SO THEY ARE MINOR ISSUES THAT WE CAN
10:01:04 REPORT OUT, BUT QUICK CHANGES.
10:01:08 >>Lori Fayhee: THANK YOU.
10:01:09 >>Mayor McLain: JUST A QUESTION MAYBE FOR KEVIN OR MAYBE,
10:01:12 STEVE, YOU CAN ANSWER.
10:01:13 WITH THE NEW HARDWARE THAT -- OR SOFTWARE THAT WE'RE
10:01:16 BRINGING IN, WILL THIS MAKE THE WHOLE AUDIT PROCESS LESS
10:01:21 LABOR INTENSIVE IN THE FUTURE?
10:01:24 >>Steven Sarkozy: I CERTAINLY THINK SO, YES.
10:01:27 IT WILL PROVIDE BETTER MANAGEMENT REPORTING AND EASIER
10:01:32 ACCESS TO SOME OF OUR DATA AND A MORE COHESIVE PRESENTATION
10:01:38 OF THE DATA SO THAT THE AUDITOR DOESN'T HAVE TO DO A LOT OF
10:01:42 MINING THROUGH OUR FILES TO GET TO THE DATA.
10:01:46 >>Mayor McLain: THAT WOULD BE A GOOD IMPROVEMENT.
10:01:48 THANK YOU.
10:01:49 I'LL NOW OPEN THE SESSION UP FOR PUBLIC COMMENT.
10:01:54 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
10:01:57 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
10:01:59 >>Mayor McLain: WITH NO COMMENTS, I WILL OPEN THIS UP FOR A
10:02:01 MOTION.
10:02:04 >>Rafael Lopez: SO MOVED.
10:02:05 >>Mayor McLain: COUNCILMAN LOPEZ MADE THE MOTION AND

10:02:07 SECONDED BY COUNCILMAN FIESEL.
10:02:08 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
10:02:12 >>Larry Fiesel: AYE.

10:02:13 >>Lori Fayhee: AYE.
10:02:15 >>Rafael Lopez: AYE.
10:02:17 >>George Zalucki: AYE.
10:02:18 >>Vice-Mayor Ribble: AYE.
10:02:19 >>Mayor McLain: AYE.
10:02:19 NEXT ON THE AGENDA IS 7D, RESOLUTION 2024-10, STATEWIDE
10:02:27 MUTUAL AID AGREEMENT.
10:02:30 MADAM CLERK, PLEASE READ THE RESOLUTION.
10:02:34 >>Carol Sacco: RESOLUTION 2024-10, A RESOLUTION OF THE
10:02:36 VILLAGE OF ESTERO, FLORIDA, ADOPTING THE STATEWIDE MUTUAL
10:02:39 AID AGREEMENT; MAKING RELATED FINDINGS; PROVIDING FOR
10:02:43 SEVERABILITY AND AN EFFECTIVE DATE.
10:02:46 >>Mayor McLain: STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:02:48 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:02:50 THIS IS A RATHER ROUTINE ITEM BUT IT DOES REQUIRE COUNCIL
10:02:53 ACTION.
10:02:54 AND THIS IS AN AUTHORIZATION TO EXECUTE THE STATEWIDE MUTUAL
10:03:00 AID AGREEMENT WITH THE FLORIDA DEPARTMENT OF EMERGENCY
10:03:06 MANAGEMENT.
10:03:06 WHAT HAPPENS DURING A MAJOR EMERGENCY, THE DEPARTMENT OF
10:03:12 EMERGENCY MANAGEMENT IS A CONDUIT FOR RESOURCES BACK TO
10:03:17 LOCAL GOVERNMENTS.
10:03:19 IT COULD BE IN THE FORM OF CASH, PERSONNEL, OR SUPPLIES THAT
10:03:25 WOULD NEED TO RESPOND TO AN EMERGENCY.
10:03:29 AND WHAT IS NEEDED IS AN AGREEMENT SO THAT TRANSFER OF

10:03:35 RESOURCES CAN COME QUITE EFFECTIVELY AND QUICKLY TO THE
10:03:38 LOCAL LEVEL.
10:03:39 SO WE'RE FOLLOWING THE STATE GUIDELINES IN ALL OF THIS.
10:03:44 KEVIN GUTHRIE, WHO IS THE EXECUTIVE DIRECTOR, IS
10:03:49 COORDINATING ALL OF THIS AT THE STATEWIDE LEVEL.
10:03:53 WE'VE ROUTINELY USED THE STATE RESOURCES THROUGH DEPARTMENT
10:03:57 OF EMERGENCY MANAGEMENT AT EACH OF THE LAST HURRICANES,
10:04:01 WHICH WERE MAJOR EVENTS, OF COURSE, AFFECTING ESTERO.
10:04:04 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:04:08 THERE'S NOT A WHOLE LOT OF OPPORTUNITY TO MODIFY THIS
10:04:11 BECAUSE IT IS A STANDARD APPROACH, BUT IT DOES REQUIRE YOUR
10:04:14 APPROVAL.
10:04:14 >>Mayor McLain: THANK YOU, STEVE.
10:04:16 COUNCIL HAVE ANY QUESTIONS?
10:04:17 COMMENTS?
10:04:18 NONE.
10:04:19 SO WE'LL OPEN THIS SESSION UP NOW FOR PUBLIC COMMENT.
10:04:22 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.

10:04:25 >>Mayor McLain: I WILL NOW ENTERTAIN A MOTION FOR THIS ITEM.
10:04:30 COUNCILPERSON FAYHEE, SECONDED BY COUNCILMAN ZALUCKI.
10:04:34 MADAM CLERK, PLEASE CALL THE ROLL.
10:04:37 >>George Zalucki: AYE.
10:04:39 >>Rafael Lopez: AYE.
10:04:41 >>Lori Fayhee: AYE.
10:04:43 >>Larry Fiesel: AYE.

10:04:44 >>Vice-Mayor Ribble: AYE.
10:04:45 >>Mayor McLain: AYE.
10:04:45 NEXT ON THE AGENDA IS ITEM NUMBER 7E, RESOLUTION 2024-11
10:04:53 ADOPTING THE PROCUREMENT PROCEDURES AND REQUIREMENTS.
10:04:57 MADAM CLERK, WILL YOU PLEASE READ THIS RESOLUTION?
10:05:00 >>Carol Sacco: RESOLUTION 2024-11, A RESOLUTION OF THE
10:05:05 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, ADOPTING THE
10:05:07 PROCUREMENT PROCEDURES AND REQUIREMENTS CONTAINED IN 2
10:05:11 C.F.R. STATUTE 200.318-327 FOR ANY PROCUREMENT ACTIVITY
10:05:17 ENGAGED IN BY THE VILLAGE WHICH IS TO BE FUNDED BY FEDERAL
10:05:21 CDBG FUNDS; AUTHORIZING THE VILLAGE MANAGER OR TO
10:05:25 ADMINISTRATIVELY ADOPT ANY SUPPLEMENTAL PROCUREMENT
10:05:29 PROCEDURES OR FORMS WHICH THE VILLAGE IS REQUIRED TO USE BY
10:05:32 THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR ANY
10:05:34 SUBRECIPIENT INCLUDING LEE COUNTY WHEN ENGAGING IN
10:05:37 PROCUREMENT ACTIVITIES TO BE SUPPORTED BY CDBG FUND; MAKING
10:05:42 RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN
10:05:46 EFFECTIVE DATE.
10:05:46 >>Mayor McLain: THANK YOU.
10:05:47 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:05:50 >>Steven Sarkozy: THANK YOU AGAIN, MAYOR AND MEMBERS OF
10:05:52 COUNCIL.
10:05:52 ON SOME OF THESE, THEY ARE RATHER ROUTINE.
10:05:54 I CONSIDERED PUTTING THEM UNDER THE CONSENT AGENDA WHERE YOU
10:05:58 WOULD HANDLE THEM ALL AS A GROUP, BUT BECAUSE THEY ARE NEW,

10:06:01 I THOUGHT THAT THEY MERIT SOME TYPE OF INTRODUCTION.
10:06:06 IN THIS CASE, WE'RE IN A PARTNERSHIP WITH THE COUNTY TO
10:06:11 PROVIDE SERVICES THAT ARE MADE AVAILABLE THROUGH THE
10:06:16 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY
10:06:20 GRANT PROCESS.
10:06:21 THAT'S THE $1.1 BILLION THAT WAS GIVEN BY HUD, HOUSING AND
10:06:26 URBAN DEVELOPMENT, TO LEE COUNTY FOR RESPONSE TO HURRICANE
10:06:31 IAN.
10:06:33 SOME OF THOSE GRANTS ARE STARTING TO FLOW FROM THE FEDS TO
10:06:38 THE COUNTY AND THEN TO MUNICIPALITIES.
10:06:41 AND THIS IS THE CASE AND THE SUBJECT OF THIS COUNCIL ACTION.
10:06:49 AS YOU KNOW, WE'VE APPLIED FOR AND RECEIVED TWO PLANNING
10:06:53 GRANTS.
10:06:55 ONE FOR AN UPGRADE OF OUR STORMWATER MASTER PLAN AND A

10:06:59 RESILIENCY EFFORT.
10:07:01 AND THE OTHER IS TO DO LAND USE AND RESILIENCY PLANNING IN
10:07:06 THE AREA GENERALLY WEST OF U.S. 41.
10:07:11 BECAUSE WE'RE USING THOSE FEDERAL FUNDS, THE COUNTY WANTS TO
10:07:15 MAKE SURE THAT THE PROCESS THAT WE USE FOR PURCHASING,
10:07:21 ADMINISTRATION OF THE FUNDS AND SO FORTH, IS CONSISTENT WITH
10:07:25 HUD GUIDELINES.
10:07:26 AND THE COUNTY IS GOING TO BE VERY PARTICULAR ON THIS SO
10:07:31 THAT WHEN THEY ARE AUDITED -- AND THEY WILL BE AUDITED --
10:07:34 THAT THEY'LL PASS THE AUDIT.
10:07:37 BECAUSE WE ARE A PARTNER IN THIS, WE HAVE TO COMPLY WITH

10:07:39 THOSE PROGRAMS AND THEY ARE SIGNIFICANT.
10:07:43 NOT SURPRISING.
10:07:46 THERE ARE STRINGS ATTACHED TO THE FEDERAL MONEY.
10:07:50 WHAT THIS DOES IS SIMPLY OUTLINE THE PROCUREMENT PROCEDURES
10:07:56 AND REQUIREMENTS THAT WE THEN HAVE TO FOLLOW AS WE
10:08:00 ADMINISTER THOSE PROGRAMS.
10:08:01 THIS WILL APPLY NOT ONLY TO THE PLANNING GRANTS, BUT IF WE
10:08:04 HAVE OTHER DISASTER RECOVERY GRANTS THAT WE'VE APPLIED FOR,
10:08:11 THAT YOU APPROVED ALREADY, BUT WE HAVEN'T BEEN GRANTED THOSE
10:08:15 FUNDS YET, BUT IF WE DO GET ADDITIONAL FUNDS, HAVE TO COMPLY
10:08:20 WITH THE PURCHASING REQUIREMENTS THAT ARE OUTLINED IN THE
10:08:24 FEDERAL AND STATE STATUTES.
10:08:26 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:08:29 AGAIN, NOT MUCH FLEXIBILITY AT THE LOCAL LEVEL, BUT IT DOES
10:08:34 REQUIRE COUNCIL APPROVAL.
10:08:35 >>Mayor McLain: THANK YOU, STEVE.
10:08:36 ANY QUESTIONS OR COMMENTS FROM COUNCIL?
10:08:38 NO COMMENTS.
10:08:41 DO WE HAVE ANY PUBLIC COMMENTS?
10:08:42 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
10:08:45 >>Mayor McLain: I WILL NOW OPEN THIS UP FOR A MOTION TO
10:08:48 APPROVE.
10:08:48 >>Vice-Mayor Ribble: SO MOVED.
10:08:49 >>Mayor McLain: THE VICE-MAYOR HAS MADE THE MOTION AND
10:08:52 SECONDED BY COUNCILMAN LOPEZ.

10:08:54 MADAM CLERK, PLEASE CALL THE ROLL.
10:08:57 >>Larry Fiesel: AYE.
10:08:59 >>Lori Fayhee: AYE.
10:09:00 >>Rafael Lopez: AYE.
10:09:02 >>George Zalucki: AYE.
10:09:03 >>Vice-Mayor Ribble: AYE.
10:09:03 >>Mayor McLain: AYE.
10:09:05 NEXT ON THE AGENDA IS THE FIRST READING OF ORDINANCE NUMBER
10:09:10 8A, NUMBER 2024-09, COMPREHENSIVE PLAN AMENDMENT WATER
10:09:17 SUPPLY FACILITIES WORK PLAN.

10:09:18 MADAM CLERK, WOULD YOU PLEASE READ THE TITLE OF THE
10:09:22 ORDINANCE?
10:09:22 CAREFUL CAROL ORDINANCE 2024-09, AN ORDINANCE OF THE VILLAGE
10:09:27 COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING AN
10:09:30 AMENDMENT TO THE VILLAGE OF ESTERO COMPREHENSIVE PLAN TO
10:09:33 CHANGE THE TEXT TO REFERENCE THE VILLAGE'S 10-YEAR WATER
10:09:36 SUPPLY FACILITIES WORK PLAN AS PROVIDED ON ATTACHMENT "A"
10:09:40 AND MADE A PART HEREOF; PROVIDING FOR TRANSMITTAL OF THE
10:09:45 AMENDMENT TO THE STATE OF FLORIDA AND OTHER REVIEWING
10:09:47 AGENCIES AS REQUIRED BY STATUTE; PROVIDING FOR SEVERABILITY;
10:09:51 PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE
10:09:54 DATE.
10:09:55 >>Mayor McLain: THANK YOU.
10:09:55 STEVE, WOULD YOU PLEASE INTRODUCE THIS ORDINANCE?
10:09:57 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

10:10:00 AGAIN, THIS IS SOMEWHAT OF A ROUTINE ITEM REQUIRED BY STATE
10:10:04 STATUTE.
10:10:05 AS PART OF OUR COMPREHENSIVE PLAN, WE HAVE TO IDENTIFY A
10:10:10 WATER SUPPLY FACILITIES PLAN.
10:10:12 I'LL TURN IT OVER TO MARY GIBBS, OUR DIRECTOR OF COMMUNITY
10:10:15 DEVELOPMENT, TO DESCRIBE THIS PROPOSED ACTION.
10:10:20 >>Mary Gibbs: GOOD MORNING, EVERYBODY.
10:10:21 AS STEVE SAID, THIS IS A REQUIREMENT FOR ALL CITIES AND
10:10:27 COUNTIES IN THE STATE THAT THEY HAVE TO UPDATE A WATER
10:10:30 SUPPLY PLAN WITHIN A YEAR AND A HALF FROM WHEN YOUR WATER
10:10:34 MANAGEMENT DISTRICT DOES ITS WATER PLAN.
10:10:36 SO WE'RE IN THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
10:10:39 THEY UPDATED THEIR PLAN.
10:10:42 IT'S CALLED THE LOWER WEST COAST WATER SUPPLY PLAN UPDATE IN
10:10:47 DECEMBER 2022.
10:10:48 SO WE HAVE TO UPDATE OURS AND JUNE IS THE DEADLINE.
10:10:51 SO WE HIRED A CONSULTANT, KIM ARNOLD -- SHE'S HERE IN THE
10:10:56 BACK CORNER HIDING -- FROM KIMLEY-HORN.
10:11:00 SHE DID THIS FOR US.
10:11:01 ACTUALLY, WE HAD TO DO IT IN 2020.
10:11:03 IT WAS THE FIRST TIME WE DID THE UPDATE.
10:11:05 BUT SINCE, YOU KNOW, ONLY REQUIRED WHEN THEY UPDATE THE
10:11:09 PLAN, WE KIND OF FORGET WHAT'S INVOLVED.
10:11:11 SO WE HIRED KIM TO DO THE PLAN BECAUSE IT'S PRETTY TECHNICAL
10:11:17 AND IT REQUIRES SOME SPECIFIC EXPERTISE.

10:11:18 SO SHE WORKED ON THAT PLAN UPDATE THAT'S ATTACHED TO THE
10:11:21 STAFF REPORT THAT'S IN YOUR PACKET TODAY.
10:11:24 WHAT THEY DO IS THEY DO POPULATION PROJECTIONS OUT FOR TEN
10:11:29 YEARS TO TRY TO DETERMINE IF THERE IS ENOUGH CAPACITY WITH
10:11:32 THE WATER UTILITIES, BSU AND LEE COUNTY UTILITIES ARE OUR
10:11:36 TWO UTILITIES.

10:11:37 WE DON'T PROVIDE OUR OWN UTILITY SERVICE, SO WE GO BY WHAT
10:11:41 THEY HAVE.
10:11:43 AND THEY MAKE PROJECTIONS.
10:11:44 THEY LOOK AT THE EXISTING DEVELOPMENT AND WHAT IS PLANNED
10:11:46 FOR THE FUTURE.
10:11:47 THEY COORDINATE WITH US TO SEE IF THERE ARE ANY BIG PROJECTS
10:11:49 PLANNED TO MAKE SURE THAT THERE'S ENOUGH CAPACITY TO GO OUT
10:11:52 FOR TEN YEARS.
10:11:54 PER THE STATUTE, WE HAVE TO INCORPORATE THAT INTO OUR
10:11:59 COMPREHENSIVE PLAN, BUT WE JUST HAVE A PARAGRAPH IN OUR
10:12:02 COMPREHENSIVE PLAN THAT REFERENCES THE WATER SUPPLY UPDATE.
10:12:05 SO ALL WE REALLY NEED TO DO IS JUST CHANGE THE DATE OF THAT
10:12:09 PLAN TO MAY 2024.
10:12:10 SO IT'S A LOT OF WORK FOR A COUPLE OF WORDS.
10:12:14 BUT THE IDEA BEHIND IT IS GOOD.
10:12:16 IT'S TO MAKE SURE THAT YOUR LAND USE PLANNING IS
10:12:18 COORDINATING WITH YOUR WATER SUPPLY PLANNING BECAUSE
10:12:21 OBVIOUSLY WE'RE APPROVING DEVELOPMENT, WE HAVE TO MAKE SURE
10:12:25 THERE'S ENOUGH WATER FOR THAT.

10:12:26 AGAIN, KIM ARNOLD IS HERE IF YOU HAVE ANY SPECIFIC
10:12:33 QUESTIONS.
10:12:33 AND IF YOU HAVE ANY QUESTIONS FOR ME, THE NEXT STEPS,
10:12:37 BECAUSE THIS IS A COMPREHENSIVE PLAN AMENDMENT, IT'S NOT A
10:12:39 QUASI-JUDICIAL HEARING.
10:12:41 BUT WHAT WE DO IS YOU CAN VOTE TO TRANSMIT THE PLAN.
10:12:45 WHAT WE DO IS WE HAVE TO SEND IT TO THE STATE REVIEW
10:12:48 AGENCIES WHICH ALSO INCLUDES THE WATER MANAGEMENT DISTRICT.
10:12:50 THEY HAVE A CERTAIN AMOUNT OF TIME, 30 DAYS, TO REVIEW AND
10:12:54 PROVIDE US COMMENTS.
10:12:54 IF THEY PROVIDE US COMMENTS, WE MAY HAVE TO MAKE CHANGES.
10:12:58 AND THEN WE COME BACK LATER FOR THE SECOND PUBLIC HEARING
10:13:01 WHICH IS CALLED AN ADOPTION PUBLIC HEARING.
10:13:02 SO THIS IS A LITTLE DIFFERENT FROM ZONING BECAUSE IT
10:13:06 REQUIRES TWO PUBLIC HEARINGS.
10:13:07 SO THE FIRST ONE IS TODAY.
10:13:09 IF YOU VOTE TO TRANSMIT IT, WE SEND IT TO THE STATE REVIEW
10:13:12 AGENCIES.
10:13:13 THEY HAVE THEIR 30 DAYS.
10:13:14 THEY PROVIDE US COMMENTS.
10:13:15 WE MAKE CHANGES, IF NEEDED.
10:13:17 AND WE WILL COME BACK TO YOU FOR THE SECOND PUBLIC HEARING,
10:13:19 WHICH WILL BE IN SEPTEMBER OR OCTOBER, WHENEVER WE RECEIVE
10:13:23 THAT.
10:13:24 AND YOU ALL GET BACK.

10:13:26 DID YOU HAVE ANY SPECIFIC QUESTIONS?
10:13:29 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?

10:13:32 >>George Zalucki: MARY, IT'S JUST A TECHNICAL QUESTION.
10:13:35 INTERESTED HOW THE POPULATION FORECAST INFORMATION WAS
10:13:38 RETRIEVED AND POPULATED INTO THIS REPORT.
10:13:40 IS IT BASED ON ALL OF THE PROJECTS THAT WE HAVE CURRENTLY
10:13:44 APPROVED OR DOES IT GO BEYOND THAT SCOPE?
10:13:46 I'M JUST CURIOUS.
10:13:48 >>Mary Gibbs: WE LOOK AT WHAT WE'VE GOT APPROVED.
10:13:50 WE ACTUALLY USE POPULATION.
10:13:53 WE HAD THIS COMPANY, METRO FORECASTING, DO POPULATION
10:13:57 PROJECTIONS FOR US WHEN WE DID OUR COMPREHENSIVE PLAN
10:14:00 INITIALLY.
10:14:00 AND THEY ARE PRETTY GOOD EXPERTS AT PROJECTIONS.
10:14:07 WE ALSO USED UNIVERSITY OF FLORIDA HAS THE BUREAU OF
10:14:10 ECONOMIC AND BUSINESS RESEARCH THAT PROVIDES THE OFFICIAL
10:14:13 POPULATION ESTIMATES, BUT THEY DON'T DO PROJECTIONS FOR
10:14:16 CITIES.
10:14:16 THEY JUST DO COUNTIES.
10:14:18 YOU HAVE TO KIND OF INTERPOLATE.
10:14:21 WE USED THE METRO FORECASTING IN OUR COMPREHENSIVE PLAN, HAD
10:14:25 DONE PROJECTIONS, WE USED THEM.
10:14:26 WE COMPARE THAT TO BUREAU OF ECONOMIC BUSINESS RESEARCH AND
10:14:30 THEN KIM, WHO HAS PREPARED OUR REPORT, TALKS TO US ABOUT
10:14:34 WHAT PROJECTS WE HAVE PLAN, LIKE WOODFIELD, FOR EXAMPLE, WE

10:14:38 MAKE SURE TO INCORPORATE ALL OF THOSE.
10:14:40 OF COURSE, THE UTILITY COMPANIES REALLY DO THEIR OWN
10:14:43 PROJECTIONS, AND THEY GO BEYOND TEN YEARS BECAUSE THEY HAVE
10:14:46 TO DO THEIR CAPITAL IMPROVEMENTS PLANS FIVE AND TEN YEARS.
10:14:50 THEY ARE LOOKING BEYOND BECAUSE MOST OF THE DEVELOPMENT, OF
10:14:53 COURSE, FOR LEE COUNTY UTILITIES IS GOING TO HAPPEN OUTSIDE
10:14:57 OF VILLAGE BOUNDARIES.
10:14:58 THEY HAVE TO LOOK AT ALL THESE BIG PROJECTS THAT ARE COMING
10:15:01 ONLINE ON EAST CORKSCREW AS WELL.
10:15:04 >>George Zalucki: THANK YOU.
10:15:05 >>Mayor McLain: GO AHEAD.
10:15:06 >>Larry Fiesel: JUST A QUICK COMMENT, MARY.
10:15:08 I KNOW THIS IS A TEXT AMENDMENT ONLY TO AN EXISTING
10:15:11 DOCUMENT, BUT I THINK THIS IS A FAIRLY IMPORTANT THING THAT
10:15:14 NEEDS TO BE PUBLICIZED A LITTLE MORE THROUGH NOT ONLY OUR
10:15:19 COMMUNITY BY THE STATE.
10:15:20 THE TWO MAJOR THINGS WE CONSTANTLY HEAR ON A DAILY BASIS IS
10:15:23 THERE'S WAY TOO MUCH TRAFFIC AND WE'RE GOING TO RUN OUT OF
10:15:25 DRINKING WATER.
10:15:26 THIS IS SOMETHING I DON'T THINK TOO MANY PEOPLE ARE AWARE
10:15:29 THAT WE HAVE A TEN-YEAR WINDOW WE LOOK AT WHAT'S GOING TO
10:15:32 COME TEN YEARS FROM NOW.
10:15:34 WE DON'T WAIT UNTIL THE DAY COMES AND SAY, WELL, WE'RE OUT
10:15:37 OF WATER.

10:15:38 >>Mary Gibbs: YEAH.

10:15:39 I THINK A LOT OF PEOPLE DON'T KNOW -- I KNOW FROM WORKING AT
10:15:43 LEE COUNTY HOW EXTENSIVELY THE COUNTY UTILITIES DEPARTMENT
10:15:47 PLANS WAY OUT IN ADVANCE.
10:15:48 THEY ALWAYS COORDINATED WITH US AND COMMUNITY DEVELOPMENT TO
10:15:51 MAKE SURE THEY KNEW ABOUT ANY POTENTIAL LARGE PROJECTS THAT
10:15:53 WERE COMING FORWARD SO THEY COULD PLAN FOR THAT.
10:15:56 AND THEN, OF COURSE, YOU ALSO HAVE THE STATE CONCURRENCY.
10:16:00 SO WHEN YOU HAVE LIKE A DEVELOPMENT ORDER, FOR EXAMPLE,
10:16:03 WOODFIELD WILL BE COMING BACK TO PLANNING AND ZONING SOON
10:16:06 FOR APPROVAL OF THEIR DEVELOPMENT ORDER, YOU HAVE TO HAVE A
10:16:09 LETTER FROM UTILITIES EITHER LEE COUNTY UTILITIES OR BSU,
10:16:14 DEPENDING ON WHICH ONE, THIS IS BSU, FOR EXAMPLE, THAT SHOWS
10:16:17 THAT THEY HAVE ENOUGH WATER SUPPLY TO SERVE THE PROJECT.
10:16:21 SO THAT'S THE STATE CONCURRENCY REQUIREMENTS.
10:16:25 IT'S LIKE AN ADDITIONAL CHECK.
10:16:28 >>Larry Fiesel: I THINK IT'S SOMETHING THAT NOT TOO MANY
10:16:30 PEOPLE ARE AWARE.
10:16:32 >>Mary Gibbs: IT IS A KIND OF COMPLICATED SUBJECT.
10:16:37 >>Rafael Lopez: WE ATTENDED THE REVERSE OSMOSIS WATER RIBBON
10:16:40 CUTTING CEREMONY AT THE BONITA SPRINGS UTILITIES.
10:16:44 AND MYSELF AND THE VICE-MAYOR WERE THERE.
10:16:46 AND WE WERE VERY IMPRESSED WITH THEIR OPERATION.
10:16:49 SINCE I WAS ELECTED, I'VE HAD SEVERAL TOURS OVER THERE, AND
10:16:53 MAKE A STATEMENT THAT I'M VERY IMPRESSED WITH WHAT THEY ARE
10:16:56 DOING.

10:16:57 HIGH-QUALITY PRODUCT THERE.
10:16:59 WE APPRECIATE IT.
10:17:03 >>Mayor McLain: I'VE GOT JUST A QUESTION ABOUT THE PEAK
10:17:07 POPULATION.
10:17:09 I GUESS I'M READING THE THING THAT SAYS THE HOTEL OCCUPANCY,
10:17:13 IS THAT PART OF THAT NUMBER IN THERE, TOO?
10:17:16 IT DOES SAY BASED ON 18% SEASONAL OCCUPANCY RATE FOR LEE
10:17:20 COUNTY, NEAREST HUNDRED LEE COUNTY PUBLIC FACILITIES LEVELS
10:17:24 OF SERVICE BLAH, BLAH.
10:17:26 I GUESS THAT'S COUNTY -- BECAUSE IF YOU LOOK AT ESTERO IN
10:17:32 2023, OUR POPULATION IS 37,000 AND CHANGE.
10:17:35 OUR SEASONAL POPULATION JUMPS BY 18 THOUSAND FIVE, ALMOST
10:17:44 50% INCREASE.
10:17:45 AND THEN OUR POPULATION PEAK IS 56,000 PEOPLE.
10:17:47 I JUST WANT TO KNOW HOW THEY GENERATE THIS SEASONAL
10:17:53 POPULATION ADJUSTMENT THAT THEY MAKE.
10:17:55 HOW DO WE REFER TO OUR POPULATION?
10:17:57 A LOT OF TIMES WE SAY WE HAVE 40,000 PEOPLE HERE.
10:18:00 THIS IS ACTUALLY SAYING WE'VE GOT POTENTIALLY 60,000 PEOPLE.
10:18:04 >>Mary Gibbs: WHEN THE UNIVERSITY OF FLORIDA DOES THE

10:18:08 OFFICIAL STATE POPULATION PROJECTIONS, THEY USE WHAT THEY
10:18:12 CALL -- WELL, THEY USE JUST A REGULAR POPULATION, NOT THE
10:18:16 PEAK POPULATION, BECAUSE THEY PLAN REVENUE SHARING AND STUFF
10:18:21 BASED ON YOUR ACTUAL POPULATION.
10:18:25 WHEN THEY DO THE PROJECTIONS OF PEAK POPULATION, THEY USE

10:18:28 ANY SEASONAL RESIDENTS THAT LIVE HERE.
10:18:30 SO THEY CHECK BY UTILITY METERS.
10:18:32 THERE ARE DIFFERENT WAYS THEY CAN CHECK ON SEASONALITY.
10:18:35 I DON'T THINK THEY ACTUALLY INCLUDE HOTEL UNITS.
10:18:39 THAT'S LIKE A TOURIST -- THE EXTRA TOURIST PEOPLE.
10:18:44 YOU'VE GOT YOUR TYPICAL POPULATION AND THEN YOUR SEASONAL
10:18:47 POPULATION WHICH IS CLOSE TO 60,000 I THINK HERE.
10:18:51 AND THAT INCLUDES THE PEOPLE THAT JUST LIVE HERE A FEW
10:18:53 MONTHS OUT OF THE YEAR.
10:18:56 >>Mayor McLain: THANK YOU.
10:18:57 OBVIOUSLY, THIS ORDINANCE I THINK IS VERY IMPORTANT.
10:19:02 WHEN YOU'RE LOOKING AT LEE COUNTY IN TOTAL, THE POPULATION
10:19:05 IS GOING UP SIGNIFICANTLY.
10:19:08 AND WE ALL TALK ABOUT QUALITY OF WATER.
10:19:10 I'VE BEEN KIND OF HARPING THAT WE SHOULD ALSO BE LOOKING AT
10:19:14 THIS QUANTITY, WHICH IS THIS IS GOING TO HELP.
10:19:17 I HOPE THAT THE PROJECTIONS ARE ACTUALLY REFLECTING WHAT'S
10:19:21 HAPPENING.
10:19:22 SHOULD BE ABLE TO GET GOOD DATA ON THAT.
10:19:25 THANK YOU.
10:19:25 NO OTHER QUESTIONS, I WILL ENTERTAIN A MOTION TO APPROVE
10:19:28 THIS ORDINANCE.
10:19:31 >>Carol Sacco: PUBLIC COMMENT.
10:19:32 >>Mary Gibbs: WE NEED PUBLIC COMMENT.
10:19:34 >>Mayor McLain: I HAVE TO CHANGE THAT MOTION A LITTLE BIT.

10:19:37 >>Mary Gibbs: WE NEED TO ASK FOR PUBLIC INPUT FIRST.
10:19:39 >>Carol Sacco: WE HAVE NONE AND WE HAVE NO E-COMMENTS.
10:19:42 >>Mayor McLain: I FIGURED THAT.
10:19:43 I NEED A MOTION TO PASS THE FIRST READING TO TRANSMIT
10:19:47 ORDINANCE NUMBER 2024-09 TO THE STATE AND OTHER REQUIRED
10:19:51 REVIEW AGENCIES.
10:19:53 COUNCILMAN FIESEL WOULD STILL MAKE THAT MOTION AND SECONDED
10:19:57 BY COUNCILMAN LOPEZ.
10:19:58 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
10:20:03 >>George Zalucki: AYE.
10:20:04 >>Rafael Lopez: AYE.
10:20:07 >>Lori Fayhee: AYE.
10:20:07 >>Larry Fiesel: AYE.
10:20:09 >>Vice-Mayor Ribble: AYE.
10:20:09 >>Mayor McLain: AYE.
10:20:10 NEXT ON THE AGENDA IS THE SECOND READING OF ZONING ORDINANCE

10:20:15 NUMBER 2024-07, DEALING WITH 8111 BROADWAY EAST, THE OLD
10:20:24 POST OFFICE.
10:20:25 WE WILL NOW OPEN THIS SESSION TO A PUBLIC HEARING.
10:20:28 THIS IS ALSO A PUBLIC HEARING.
10:20:31 AND IN THIS MATTER, THE COUNCIL WILL SIT IN QUASI-JUDICIAL
10:20:36 CAPACITY.
10:20:36 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
10:20:39 >>Carol Sacco: YES, MAYOR.
10:20:41 >>Mayor McLain: MADAM CLERK, WOULD YOU PLEASE READ THE TITLE

10:20:43 OF THE ORDINANCE?
10:20:44 >>Carol Sacco: ORDINANCE NUMBER 2024-07, AN ORDINANCE OF THE
10:20:49 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:20:51 WITH CONDITIONS AN AMENDMENT TO THE COMMERCIAL PLANNED
10:20:55 DEVELOPMENT FOR PROPERTY LOCATED AT 8111 BROADWAY EAST, EAST
10:20:58 OF U.S. 41 AND NORTH OF ESTERO UNITED METHODIST CHURCH
10:21:03 CONSISTING OF APPROXIMATELY ONE ACRE, PROVIDING FOR
10:21:06 CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING AN
10:21:09 EFFECTIVE DATE.
10:21:10 >>Mayor McLain: THANK YOU.
10:21:10 OUR LAND USE ATTORNEY IS HERE, NANCY STROUD.
10:21:15 WOULD YOU PLEASE EXPLAIN THE QUASI-JUDICIAL PROCEDURES?
10:21:20 >>Nancy Stroud: GOOD MORNING, MAYOR AND COUNCIL.
10:21:22 LADIES AND GENTLEMEN, THIS MORNING'S AGENDA HAS A ZONING
10:21:26 ITEM FOR THE COUNCIL'S DECISION.
10:21:28 ON THIS ITEM, THE COUNCIL SITS IN A QUASI-JUDICIAL CAPACITY.
10:21:33 THE DECISION OF WHETHER OR NOT TO APPROVE THIS APPLICATION,
10:21:36 LIKE ALL QUASI-JUDICIAL ITEMS, MUST BE BASED ON THE CRITERIA
10:21:41 IN THE LAND DEVELOPMENT CODE AND ON SUBSTANTIAL COMPETENT
10:21:44 EVIDENCE THAT IS PRESENTED AT THE HEARING.
10:21:45 IF YOU INTEND TO PROVIDE TESTIMONY ON THE APPLICATION THAT
10:21:50 IS THE SUBJECT OF TODAY'S QUASI-JUDICIAL HEARING, YOU MUST
10:21:53 BE SWORN IN BY MADAM CLERK IN A MOMENT.
10:21:57 YOU SHOULD ALSO FILL OUT A PUBLIC SPEAKER'S CARD AND GIVE IT
10:22:00 TO THE CLERK BEFORE SPEAKING.

10:22:02 PLEASE BE ADVISED THAT ANY PERSON WHO PROVIDES TESTIMONY ON
10:22:05 AN APPLICATION MAY BE SUBJECT TO CROSS-EXAMINATION.
10:22:08 THE GENERAL PUBLIC WILL NOT BE PERMITTED TO CROSS-EXAMINE
10:22:13 WITNESSES, BUT THE PUBLIC MAY REQUEST THE COUNCIL TO DIRECT
10:22:15 QUESTIONS ON THEIR BEHALF TO EITHER STAFF OR THE APPLICANT.
10:22:19 THE APPLICANT AND THE VILLAGE STAFF MAY CROSS-EXAMINE
10:22:24 WITNESSES AND COUNCIL MEMBERS MAY ALSO ASK QUESTIONS OF ANY
10:22:27 WITNESSES.
10:22:27 FURTHER DETAILS OF THE QUASI-JUDICIAL PROCEDURES MAY BE
10:22:31 OBTAINED BY THE -- FROM MADAM CLERK.
10:22:36 BUT IN GENERAL, THE CLERK WILL SWEAR IN ANY PERSONS WHO
10:22:39 INTEND TO PROVIDE TESTIMONY ON THE APPLICATION TODAY, AND

10:22:42 THEN WE WILL FIRST HEAR AN INTRODUCTION FROM THE VILLAGE
10:22:45 COMMUNITY DEVELOPMENT DIRECTOR, MARY GIBBS, AND THEN THE
10:22:48 APPLICANT WILL ADDRESS THE COUNCIL.
10:22:50 MARY, THE VILLAGE COMMUNITY DEVELOPMENT DIRECTOR, WILL THEN
10:22:54 BE CALLED UPON FOR FURTHER TESTIMONY.
10:22:56 AFTER THIS, THE MAYOR WILL ALLOW ANYONE FROM THE PUBLIC WHO
10:23:00 HAS BEEN SWORN TO PROVIDE TESTIMONY.
10:23:02 WE ASK THAT THOSE COMMENTS BE MADE CONCISELY BECAUSE PUBLIC
10:23:07 TESTIMONY IS LIMITED TO THREE MINUTES PER PERSON.
10:23:09 IN ADDITION, IF ANY OF THE COUNCIL MEMBERS HAVE HAD EX PARTE
10:23:14 COMMUNICATIONS REGARDING TODAY'S APPLICATION THAT MEMBER
10:23:17 WILL NEED TO DISCLOSE THE SUBJECT MATTER OF THAT
10:23:20 COMMUNICATION AND THE PERSON TO WHOM THE COUNCILMEMBER

10:23:23 SPOKE.
10:23:24 IF ANY COUNCILMEMBER HAS A CONFLICT OF INTEREST ON ANY
10:23:27 APPLICATION, THE MEMBER MUST DISCLOSE THE CONFLICT AND
10:23:31 RECUSE HIMSELF OR HERSELF FROM PARTICIPATION IN THE
10:23:35 DISCUSSION OR THE VOTING.
10:23:37 SO AT THIS TIME, WILL ALL THOSE WHO INTEND TO TESTIFY AT THE
10:23:41 HEARING STAND AND RAISE YOUR RIGHT HAND SO THE CLERK CAN
10:23:44 ADMINISTER THE OATH?
10:23:48 >>The Clerk: DO YOU SWEAR TO TELL THE TRUTH, THE WHOLE TRUTH
10:23:52 AND NOTHING BUT THE TRUTH SO HELP YOU GOD?
10:23:55 >> I DO.
10:23:56 >>Nancy Stroud: AT THIS TIME, ANY MEMBER OF THE COUNCIL WHO
10:24:00 HAS EX PARTE DISCLOSURE TO MAKE SURE SHOULD MAKE IT NOW.
10:24:03 >>Mayor McLain: START WITH THE VICE-MAYOR.
10:24:04 >>Vice-Mayor Ribble: I HAVE NONE AND NO CONFLICT OF
10:24:06 INTEREST.
10:24:08 >>Larry Fiesel: I HAVE NONE AND NO CONFLICT.
10:24:09 >>Lori Fayhee: I HAVE NONE.
10:24:11 NO CONFLICT.
10:24:12 >>Mayor McLain: I HAVE NONE AND NO CONFLICT.
10:24:13 >>Rafael Lopez: I HAVE NONE, NO CONFLICT.
10:24:16 >>George Zalucki: I HAVE NONE, NO CONFLICT.
10:24:18 >>Nancy Stroud: THANK YOU.
10:24:19 HANDING IT BACK TO YOU, MR. MAYOR.
10:24:22 >>Mayor McLain: THANK YOU.

10:24:22 MADAM CLERK, ARE THERE ANY LETTERS OR WRITTEN COMMUNICATIONS
10:24:26 THAT HAVE BEEN RECEIVED AND ACCEPTED?
10:24:28 >>Carol Sacco: NO, MAYOR, THERE'S NONE.
10:24:30 >>Mayor McLain: AND THEY ARE ACCEPTED AS PART OF THE RECORD
10:24:31 OF PROCEEDINGS HERE.
10:24:34 SO AT THIS POINT, I WILL CALL UP OUR COMMUNITY DEVELOPMENT
10:24:37 DIRECTOR, MARY, AND TURN IT OVER TO YOU.
10:24:41 >>Mary Gibbs: GOOD MORNING AGAIN.

10:24:43 SO THIS PROPERTY IS LOCATED ON BROADWAY EAST JUST OFF OF 41.
10:24:49 IT'S A ONE-ACRE SITE THAT WAS THE SITE OF THE OLD POST
10:24:52 OFFICE.
10:24:53 IT WAS USED BY THE POST OFFICE FOR MANY YEARS UNTIL THEY
10:24:56 MOVED ON TO THEIR LOCATION ON THREE OAKS PARKWAY.
10:24:59 THE PROPERTY WAS ZONED AGRICULTURE WHEN THE POST OFFICE
10:25:02 DEVELOPED IT, BUT REZONED IN 2020 BY THE COUNCIL FOR A
10:25:06 VARIETY OF COMMERCIAL USES.
10:25:08 AT THE TIME, I THINK IT WAS PLANNED THAT A LANDSCAPE
10:25:10 BUSINESS WAS GOING TO GO IN AND OPEN UP.
10:25:12 BUT THEY DIDN'T.
10:25:14 KIND OF FELL THROUGH.
10:25:15 IT'S BEEN ON THE MARKET FOR SOME TIME.
10:25:17 IF YOU'VE DRIVEN BY IT LATELY, YOU NOTICE IT HAS BECOME A
10:25:21 LITTLE BIT OF AN EYESORE.
10:25:24 THERE IS A NEW OWNER, PRUITT FAMILY TRUST.
10:25:26 AND THEY ARE SITTING IN THE AUDIENCE.

10:25:28 THEY ARE ESTERO RESIDENTS.
10:25:30 THEY ARE LOOKING TO UPGRADE THE SITE AND THE BUILDING.
10:25:34 THIS HAS TO COME BACK BECAUSE EVEN THOUGH IT IS ZONED
10:25:38 COMMERCIAL, THEY ARE CHANGING THE SITE PLAN.
10:25:40 THEY ARE CHANGING SOME OF THE USES, AND THEY ARE CHANGING
10:25:42 THE PATTERN BOOK.
10:25:43 IT'S BACK TO THE COUNCIL FOR REVIEW.
10:25:46 ALSO, IT HAS BEEN TO PLANNING AND ZONING BOARD FOR REVIEW AS
10:25:51 WELL.
10:25:51 THE CURRENT PROPOSAL -- AND THE STAFF'S OPINION, WHAT THEY
10:25:57 ARE PROPOSING NOW IS ACTUALLY BETTER THAN WHAT WE APPROVED
10:26:00 IN 2020.
10:26:02 THEY ARE REDUCING THE AMOUNT OF DIFFERENT TYPES OF USES, SO
10:26:05 IT'S PRIMARILY OFFICE-TYPE USES.
10:26:07 I THINK THEY HAVE AN ACCOUNTING OFFICE AND MAYBE SOME OTHER
10:26:11 TYPES OF USES WOULD ALSO GO IN THERE.
10:26:13 THEY HAVE REACHED OUT TO THE NEIGHBOR TO THE EAST, MR.
10:26:18 NOBLE, WHO LIVES IN THE HOUSE THAT LOOKS LIKE THE OLD
10:26:21 SCHOOLHOUSE.
10:26:22 IT IS A LITTLE HISTORICAL LOOKING BUILDING.
10:26:25 HE'S NOT HERE TODAY, BUT HE -- WE'VE COORDINATED.
10:26:28 THE APPLICANT HAS DONE A VERY GOOD JOB COORDINATING WITH HIM
10:26:30 ON WHAT HE WOULD LIKE TO SEE AND ALSO WE REACHED OUT TO HIM.
10:26:34 BUT HE'S A LITTLE BIT HARD OF HEARING SO HE SAID HE WASN'T
10:26:37 COMING TO THE HEARING TODAY.

10:26:39 WE BELIEVE HE IS HAPPY WITH THE PROPOSAL.
10:26:40 THE APPLICANT IS PROPOSING TO DO SOME ADDITIONAL LANDSCAPING
10:26:45 BETWEEN HIS HOUSE AND THEIR PROJECT.
10:26:46 SO WE ARE RECOMMENDING APPROVAL WITH SEVERAL CONDITIONS.

10:26:52 THE PLANNING AND ZONING BOARD LOOKED AT IT TOO AND THEY JUST
10:26:56 RECOMMENDED ONE CHANGE TO CONDITIONS BECAUSE THERE IS A
10:26:59 LITTLE BIT OF CONFUSION IN THE PATTERN BOOK.
10:27:02 YOU CAN SEE THE RENDERING RIGHT HERE ON THE SCREEN NOW, THEY
10:27:06 ARE GOING TO RESURFACE THAT STEEL BUILDING AND MAKE IT LOOK
10:27:11 LIKE THIS.
10:27:12 BUT IN THE PATTERN BOOK, SOME OF THE PICTURES, SOME OF THE
10:27:14 ELEVATIONS LOOK ORANGEY.
10:27:15 THE COLORS WERE A LITTLE ORANGEY AND A LITTLE BIT BRIGHT
10:27:19 YELLOW.
10:27:19 BUT THE RENDERING UP HERE, PLANNING AND ZONING BOARD THOUGHT
10:27:22 THIS LOOKS REALLY NICE.
10:27:23 THEY ARE RECOMMENDING THAT IT LOOK MORE LIKE THIS AND LESS
10:27:26 OF THE ORANGEY COLORS.
10:27:28 I THINK THE APPLICANT WAS HAPPY BECAUSE THEY LIKED THIS
10:27:30 BETTER AS WELL.
10:27:31 AGAIN, WE'RE RECOMMENDING APPROVAL WITH CONDITIONS.
10:27:35 I BELIEVE THE APPLICANT AGREES WITH ALL THE CONDITIONS.
10:27:39 SO THERE ARE NO ISSUES THAT WE ARE AWARE OF.
10:27:44 I WILL TURN IT OVER TO THE APPLICANT TO RUN THROUGH THE
10:27:48 PowerPoint AND SHOW YOU SOME OF THE PHOTOS UNLESS YOU HAVE

10:27:51 ANY QUESTIONS FOR ME.
10:27:53 >>Mayor McLain: ANY REQUEST HE IS?
10:27:54 NO QUESTIONS.
10:27:55 >>Mary Gibbs: VERONICA MARTIN FROM TDM WILL KICK IT OFF.
10:28:07 >>Veronica Martin: GOOD MORNING.
10:28:09 I'M VERONICA MARTIN, SENIOR PLANNER WITH TDM CONSULTING
10:28:14 REPRESENTING THE APPLICANTS TODAY, THE PRUITT FAMILY REAL
10:28:17 ESTATE HOLDINGS LLC.
10:28:19 I'M PART OF THE TEAM PRESENTING THIS AMENDMENT TO THE
10:28:21 COMMERCIAL PLANNED DEVELOPMENT REZONING CASE.
10:28:25 THE OTHER TEAM MEMBERS HERE WITH ME TODAY THAT WILL BE
10:28:28 PRESENTING INCLUDE DEAN MARTIN, HE IS THE P.E. WITH TDM
10:28:34 CONSULTING.
10:28:34 HE WILL BE COVERING TRAFFIC, SURFACE WATER MANAGEMENT AND
10:28:37 UTILITIES.
10:28:39 AND DAVID MOORE, THE REGISTERED ARCHITECT WILL BE PRESENTING
10:28:43 THE ARCHITECTURAL PLANS AND ELEVATIONS.
10:28:46 OUR LANDSCAPE ARCHITECT COULDN'T BE HERE TODAY, SO I WILL
10:28:50 ALSO BE PRESENTING THE LANDSCAPING PLANS.
10:28:54 AND THEN, OF COURSE, THE APPLICANTS ARE HERE IN THE AUDIENCE
10:28:57 TO ANSWER ANY QUESTIONS YOU MAY HAVE FOR THEM.
10:29:00 AS MARY SAID, THE PROPERTY IS LOCATED AT 8111 BROADWAY EAST.
10:29:09 IT'S ON THE EAST SIDE OF SOUTH TAMIAMI TRAIL NEXT TO THE
10:29:12 BROADWAY SHOPPES AND NORTH OF THE ESTERO UNITED METHODIST
10:29:15 CHURCH.

10:29:17 AND THIS SITE IS MOST OFTEN REFERRED TO AS THE OLD ESTERO
10:29:21 POST OFFICE.
10:29:22 THE CURRENT FUTURE LAND USE IS URBAN COMMERCIAL, AS SHOWN IN
10:29:27 THE ORANGE.
10:29:29 ALL THE SURROUNDING LAND ABUTTING THIS PROPERTY IS ALSO IN
10:29:31 THE URBAN COMMERCIAL FUTURE LAND USE.
10:29:33 THIS SITE, AGAIN, CURRENTLY ZONED COMMERCIAL PLANNED
10:29:39 DEVELOPMENT WHILE THE PROPERTY TO THE WEST AND NORTH IS
10:29:42 ZONED COMMUNITY COMMERCIAL.
10:29:45 THE PROPERTY TO THE EAST IS ZONED AGRICULTURAL BUT HAS BEEN
10:29:50 USED AND DEVELOPED AS A SINGLE-FAMILY RESIDENCE FOR MANY
10:29:54 YEARS.
10:29:55 AGAIN, THE ESTERO UNITED METHODIST POST OFFICE TO THE SOUTH
10:29:58 IS ZONED COMMUNITY FACILITIES PLANNED DEVELOPMENT.
10:30:00 AS SHOWN ON THE MAP.
10:30:03 SO THIS SLIDE SHOWS WHAT THE EXISTING BUILDING LOOKS LIKE
10:30:11 TODAY AND WHAT THE PROPOSED ARCHITECTURAL ENHANCEMENTS CAN
10:30:15 DO TO BRING IT UP TO CODE TO THE MAXIMUM EXTENT POSSIBLE.
10:30:19 THE POST OFFICE WAS BUILT IN 1983 AND AS A FEDERAL FACILITY,
10:30:23 IT DID NOT HAVE TO COMPLY WITH ANY OF THE LOCAL PROPERTY
10:30:27 DEVELOPMENT REGULATIONS SUCH AS BUFFERS, SETBACKS, PARKING,
10:30:31 ACCESS, THINGS LIKE THAT.
10:30:32 THE PREVIOUS PROPERTY OWNER REZONED THIS PROPERTY IN 2020
10:30:39 FROM AGRICULTURAL TO COMMERCIAL PLANNED DEVELOPMENT AND
10:30:42 LISTED A VERY WIDE SCHEDULE OF POTENTIAL USES.

10:30:45 THE CURRENT PROPERTY OWNERS DO DESIRE TO DEVELOP THIS
10:30:49 PROPERTY FOR OFFICE USE ONLY.
10:30:53 THE APPLICANT CURRENTLY LEASE SPACE IN THE GULF PROFESSIONAL
10:30:58 BUILDING NEARBY ON SOUTH TAMIAMI TRAIL FOR THEIR ACCOUNTING
10:31:01 FIRM.
10:31:02 AND THEY HAVE PURCHASED THIS PROPERTY TO RELOCATE THEIR
10:31:04 BUSINESS.
10:31:04 THE ORIGINAL REZONING WAS MORE OF A SPECULATIVE REZONING
10:31:10 INTENDED TO GET THE ADVERTISEMENTS TO THE PROPERTY IN ORDER
10:31:13 TO DEVELOP IT FOR COMMERCIAL USE.
10:31:16 THE PROPOSED AMENDMENT INCLUDES MINOR CHANGES TO THE MASTER
10:31:20 CONCEPT PLAN.
10:31:22 THE ARCHITECTURAL ELEVATIONS, THE LANDSCAPE PLANS, AND THE
10:31:26 PATTERN BOOK.
10:31:27 WE ALSO REDUCED THE PROPOSED SCHEDULE OF USES, AND THERE
10:31:32 WERE VERY MINOR CHANGES TO THE APPROVED SCHEDULE OF
10:31:35 DEVIATIONS.
10:31:35 SO THE MASTER CONCEPT PLAN AS SHOWN ON THIS SCREEN, AS YOU
10:31:42 CAN SEE, WE DID REMOVE PART OF THE EXISTING ASPHALT TO THE
10:31:47 NORTH OF THE PROPERTY.
10:31:48 THAT WAS INTENDED TO BE OVERFLOW PARKING FOR ADDITIONAL
10:31:53 USES.

10:31:55 SINCE USE HAS BEEN REDUCED WE DON'T NEED THE OVERFLOW
10:31:58 PARKING.
10:31:59 WE'RE REMOVING THAT ASPHALT TO PROVIDE MORE OPEN SPACE AND

10:32:01 AREA FOR GENERAL TREES.
10:32:02 THERE'S ALSO A FIRE TRUCK TURNAROUND WHICH IS SHOWN ON THE
10:32:08 MASTER CONCEPT PLAN IN THE DIAGONAL HATCHING TO THE REAR OF
10:32:12 THE BUILDING, AND THAT WAS REQUIRED BY ESTERO FIRE
10:32:15 DEPARTMENT.
10:32:15 WE ALSO ADDED A WALL ALONG THE ENTIRE EAST SIDE OF THIS
10:32:22 PROPERTY TO SEPARATE THE COMMERCIAL DEVELOPMENT HERE TO MR.
10:32:26 NOBLE'S RESIDENTIAL PROPERTY TO THE EAST.
10:32:29 AGAIN, YOU CAN SEE THE PRINCIPAL USES AND ACCESSORY USES ARE
10:32:34 VERY REDUCED FROM WHAT WAS PREVIOUSLY APPROVED.
10:32:38 THE SCHEDULE OF DEVIATIONS, THERE ARE SIX THAT WERE
10:32:43 PREVIOUSLY APPROVED, AND THOSE DEVIATIONS WERE BASICALLY
10:32:47 REQUIRED DUE TO EXISTING SITE CONDITIONS.
10:32:50 AGAIN, AS THE POST OFFICE, THEY DIDN'T HAVE TO COMPLY WITH
10:32:54 ANY OF THE LAND DEVELOPMENT CODES.
10:32:56 MOST OF THE CODES IN 2020 WERE STILL USING THE OLD LEE
10:33:01 COUNTY CODES, SO THEY HAVE BEEN UPDATED TO REFLECT THE
10:33:04 CURRENT ESTERO LAND DEVELOPMENT CODE NUMBERS.
10:33:07 AT THIS POINT, I'M GOING TO TURN IT OVER TO DEAN MARTIN.
10:33:14 HE WILL BE DISCUSSING TRAFFIC, STORMWATER, AND UTILITIES
10:33:18 FOLLOWED BY DAVID MOORE, THE ARCHITECT.
10:33:20 AND THEN I'LL COME BACK FOR LANDSCAPING AND FOLLOW-UP.
10:33:28 >>Dean Martin: GOOD MORNING.
10:33:29 AS VERONICA SAID, I'M DEAN MARTIN WITH TDM CONSULTING.
10:33:41 I'M AN ENGINEER THAT WORKS THERE.

10:33:42 I WANTED TO BRING UP TRAFFIC AND DRAINAGE AND UTILITIES.
10:33:49 THIS SLIDE SHOWS THE TRAFFIC GENERATION FROM THE PROPOSED --
10:33:57 I HAD TO USE MEDICAL DENTAL OFFICE BECAUSE THIS IS A ZONING
10:34:01 CASE.
10:34:01 HAVE TO USE THE USE THAT GENERATES THE MOST TRAFFIC.
10:34:07 WHAT'S IMPORTANT HERE IS THE NUMBER 16 THAT WE GENERATE 16
10:34:14 TRIPS IN A PEAK HOUR, A.M. AND P.M.
10:34:16 THIS LIMITED TRIP GENERATION DOES NOT IN ANY WAY IMPACT THE
10:34:23 LEVEL OF SERVICE OF BROADWAY EAST OR U.S. 41.
10:34:27 IT ALSO DOES NOT GENERATE ENOUGH TRAFFIC TO WARRANT A TURN
10:34:30 LANE ON BROADWAY EAST.
10:34:32 FOR THE DRAINAGE PLAN, VERONICA HAD MENTIONED EARLIER THAT
10:34:44 WE WERE REDUCING THE AMOUNT OF IMPERVIOUS.
10:34:46 THE SITE HAS ERP FROM SOUTH FLORIDA WATER MANAGEMENT
10:34:49 DISTRICT THAT WE'LL BE GETTING A MODIFICATION, TOO, WHICH
10:34:53 SHOULD BE FAIRLY SIMPLE SINCE WE'RE REDUCING IMPERVIOUS,
10:34:56 KEEPING THE SHEET FLOW ACROSS THE PARKING LOT.
10:34:58 AS YOU CAN SEE ON THE NORTHWEST CORNER, THERE IS A -- SORRY,

10:35:03 WET DETENTION AREA THAT PROVIDES ALL OF OUR WATER QUALITY
10:35:06 AND WATER QUANTITY AND ATTENUATION.
10:35:09 ON THE SOUTHWEST CORNER THERE IS AN EXISTING CONTROL
10:35:12 STRUCTURE.
10:35:12 WE'RE NOT PLANNING ON MODIFYING.
10:35:14 CURRENTLY THE SITE IS ON SEPTIC.
10:35:24 THE NORTHEAST CORNER HAS A DRAIN FIELD.

10:35:27 THIS WAS INSPECTED BACK IN 2019, AND IT WAS -- THE
10:35:33 INSPECTION WAS ADEQUATE TO SERVE THE BUILDING.
10:35:37 THERE IS EXISTING SEWER TO THE NORTHWEST OF THE SITE THAT
10:35:42 ONCE IT GETS EXTENDED DOWN BROADWAY, THIS SITE WILL BE
10:35:46 MANDATED TO TIE INTO PUBLIC SEWER.
10:35:47 AT THIS POINT, WE'RE GOING TO USE THE SEPTIC SYSTEM AS IS.
10:35:51 THE POTABLE WATER IS ON THE SOUTH SIDE OF BROADWAY EAST.
10:35:58 IT'S ALREADY SERVICING THE EXISTING BUILDING, AND WE DO PLAN
10:36:00 ON USING THE EXISTING SERVICE THAT'S ALREADY THERE.
10:36:06 WE'RE ALSO BRINGING ACROSS A FIRE HYDRANT TO THE SITE FOR
10:36:09 FIRE PROTECTION.
10:36:10 NOW DAVID MOORE WILL COME UP AND TALK ABOUT ARCHITECTURAL
10:36:19 ELEVATIONS.
10:36:25 >>David Moore: GOOD MORNING.
10:36:26 MY NAME IS DAVID MOORE WITH MOORE AND SPENCE ARCHITECTS.
10:36:29 WE ARE THE ARCHITECT FOR THE PROJECT AND WORKING WITH THE
10:36:31 PRUITTS FOR SOME TIME.
10:36:32 YOU DID HEAR THAT THE PRUITTS ARE LOCAL RESIDENTS.
10:36:36 THEY ALL LIVE IN ESTERO.
10:36:38 WESLEY AND MITCHELL BOTH WENT TO ESTERO HIGH SCHOOL, SO THEY
10:36:41 ARE VERY VESTED IN THE COMMUNITY AND ARE ANXIOUS TO SEE THIS
10:36:45 PROJECT MOVE FORWARD.
10:36:46 AS YOU SAW, MOST OF YOU ARE PROBABLY FAMILIAR WITH THE
10:36:54 EXISTING POST OFFICE.
10:36:57 TRULY IN THE PUREST FORM A METAL BUILDING.

10:37:00 OUR GOAL IS TO TAKE THAT AND WE'VE LOOKED -- THERE WERE
10:37:05 QUESTIONS ABOUT ECONOMICS AND DOES IT MAKE SENSE TO NOT TEAR
10:37:07 IT DOWN AND DO DIFFERENT THINGS.
10:37:09 WITH THE INFRASTRUCTURE THAT'S THERE, THE UTILITIES, THE
10:37:14 PAVEMENT, THE PARKING, THE MAIN STRUCTURE, WE'VE EVALUATED
10:37:16 THAT AND DECIDED THAT WE CAN, AS YOU CAN SEE FROM THE
10:37:19 PICTURE ON THE RIGHT, WE CAN PUT AN ENCLOSURE AND WRAP THAT
10:37:23 BUILDING SO THAT BASICALLY THE METAL BUILDING WILL NOT BE
10:37:26 VISIBLE.
10:37:26 OUR PARAPET WALLS THAT WE'RE CREATING WILL BE HIGH ENOUGH
10:37:29 THAT THE METAL ROOF WON'T BE SEEN OTHER THAN BY AIR.
10:37:34 THIS SHOWS THE FRONT.
10:37:36 WE'VE ENHANCED AND CREATED A NEW FOCAL POINT FOR THE FRONT
10:37:40 ENTRANCE THAT'S FACING TOWARDS BROADWAY.

10:37:43 WE FOLLOWED THE GUIDELINES FOR THE ARCHITECTURAL CRITERIA
10:37:46 FOR ELEVATION CHANGES AND THE PARAPETS AND THE ROOF HEIGHTS,
10:37:51 HAVING TILE ACCENTS, AWNINGS, AND PICKING UP THE DIFFERENT
10:37:55 PIECES THAT GET ADDED TO THAT.
10:37:58 THIS IS KIND OF A CUTAWAY OF THE SIDE THAT'S FACING MR.
10:38:04 NOBLE'S PROPERTY.
10:38:07 SO THAT WE COULD SEE THAT THE WINDOWS, ONE OF THE BIG
10:38:10 DISCUSSIONS THAT WE'VE HAD ON THE PROJECT WITH STAFF AND
10:38:13 WITH MR. NOBLE AND WITH THE CLIENT WAS OBVIOUSLY THIS WHOLE
10:38:18 SOUTH SIDE OF THE BUILDING IN THE ORIGINAL DRAWINGS WAS
10:38:21 TOTALLY BLANK WITH NO WINDOWS.

10:38:24 AS YOU ALL CAN IMAGINE, THAT DOESN'T MAKE FOR REALLY VERY
10:38:28 DESIRABLE OFFICE SPACE.
10:38:30 IN WORKING WITH MR. NOBLE, WE DECIDED TO GO AHEAD AND DO AN
10:38:35 ENTIRE WALL, SO THESE WINDOWS THAT YOU SEE WILL ACTUALLY BE
10:38:39 BEHIND THE WALL AND WE'RE PUTTING ALL NEW BUFFER.
10:38:43 THERE'S OLD PINE TREES.
10:38:44 THERE'S SOME OLD OAK TREES.
10:38:46 VERONICA WILL TALK A LITTLE BIT MORE ABOUT THE LANDSCAPE
10:38:49 PLAN, BUT THE OAK TREES ARE NOT IN GOOD CONDITION.
10:38:52 THEY ARE NOT LIKE HERITAGE QUALITY TREES.
10:38:56 THE PINE TREES ARE OLDER.
10:38:59 SOME OF THEM I'M SURPRISED THAT ACTUALLY THROUGH IAN WE
10:39:02 DIDN'T SUFFER ANY STRUCTURAL DAMAGE FROM THOSE TREES BECAUSE
10:39:05 THEY ARE VERY CLOSE TO THE EXISTING BUILDING.
10:39:09 SO THIS KIND OF GIVES AN IDEA OF THE TREE PATTERN AND
10:39:13 UNDERSTORY WHICH WILL BE LIKE PALMETTOS.
10:39:18 MR. NOBLE WILL BE HAPPY ABOUT THIS, BECAUSE HE'S BEEN TRYING
10:39:20 TO TRIM BACK THE OAK TREES BECAUSE THEY ARE MORE ENCROACHING
10:39:23 ON HIS PROPERTY EVEN THOUGH THEY ARE ON THE PRUITT'S
10:39:26 PROPERTY.
10:39:26 THIS IS THE WEST ELEVATION, WHICH WILL BE FACING THE PARKING
10:39:32 LOT.
10:39:33 ADDED WINDOWS ON THIS SIDE AS WELL.
10:39:36 ONE THING A LITTLE DIFFERENT FROM WHEN THIS CAME BEFORE THE
10:39:39 BOARD PREVIOUSLY, THEY HAD ORIGINALLY KIND OF HAD MULTIPLE

10:39:45 TENANTS WITH OUTSIDE ENTRANCES FOR MULTIPLE TENANTS.
10:39:48 THE PRUITTS EVENTUALLY HOPED TO GROW, TAKE UP THE WHOLE
10:39:53 BUILDING.
10:39:54 INITIALLY, THEY ARE GOING TO BE TAKING UP ABOUT HALF THE
10:39:56 SPACE AND USING THE REMAINDER FOR ADDITIONAL PROFESSIONAL
10:40:00 OFFICES.
10:40:01 THE REAR OF THE BUILDING WE HAD WRAPPED THE FACADES.
10:40:06 THERE IS AN EXISTING ELEVATED SLAB AND PATIO ON THE BACK
10:40:11 THAT WE'RE MAINTAINING, BUT WE'RE GOING TO LAP AND STUCCO
10:40:15 AND COVER THE METAL BUILDING PORTIONS.

10:40:18 THIS WOULD BE ON THE NORTH SIDE WHERE WE HAVE ADDITIONAL
10:40:21 LANDSCAPING.
10:40:22 REALLY WON'T BE VISIBLE FROM ANY PUBLIC LOCATION.
10:40:24 THESE ARE SOME OF THE FINISHES AS FAR AS THE CEMENT TILE, IT
10:40:30 IS A BLENDED CEMENT TILE.
10:40:34 METAL AWNINGS AND THEN SOME OF THE FOAM TRIM.
10:40:39 THERE IS A PROVISION BEING MADE FOR A FUTURE SIGN.
10:40:43 THEY MAY OR MAY NOT.
10:40:45 WE'RE KEEPING IT AS AN ALTERNATE.
10:40:47 RIGHT NOW THE PLAN IS TO HAVE THE MAIN SIGNAGE ON THE
10:40:50 BUILDING.
10:40:51 BUT THERE WAS A PREVIOUS SIGN BEFORE, SO WE WANTED TO STAY
10:40:53 WITH THAT USE.
10:40:56 WE HAD TO PROVIDE SITE AMENITIES.
10:40:58 SO THERE WILL BE, ONE OF THE LANDSCAPED AREAS WHERE THERE

10:41:01 ARE SOME PALMS WE'LL HAVE CONCRETE SLAB AND A BENCH AS WELL
10:41:05 AS BIKE PARKING FOR MORE PEDESTRIAN-LEVEL TRANSPORTATION.
10:41:14 THE WALL DOESN'T REPRESENT THE COLOR, BUT THIS IS KIND OF
10:41:19 THE TYPE OF WALL.
10:41:21 WE WANTED TO CREATE SOMETHING, TALKING WITH MR. NOBLE, THAT
10:41:25 WAS A LITTLE LESS COMMERCIAL LIKE SOME OF THE BIGGER
10:41:28 DEVELOPMENTS AND HAD A LITTLE MORE RESIDENTIAL FEEL FOR HIM
10:41:32 ON THAT SIDE OF THE PROPERTY.
10:41:36 FUTURE USE FOR THE PROPERTY IS URBAN, WHICH MEANS, YOU KNOW,
10:41:41 FUTURE ISN'T KNOWN BUT SOMEDAY IT WOULD BE COMMERCIAL.
10:41:47 WE UPDATED THIS SITE GRAPHIC.
10:41:51 ORIGINALLY, WHEN WE WERE LOOKING AT THE WINDOWS AND WE WERE
10:41:53 TALKING ABOUT NOT DOING THE WALL, WE WERE DOING WINDOWS THAT
10:41:56 HAD A MUCH HIGHER BOTTOM ELEVATION, AND THERE WAS STILL
10:42:00 CONCERN BY MR. NOBLE THAT SOMEBODY COULD STILL LOOK INTO HIS
10:42:03 PROPERTY AND KIND OF INVADE HIS PRIVACY.
10:42:06 HE WAS VERY CONCERNED ABOUT THAT.
10:42:07 SO WE UPDATED THAT SIGHT GRAPHIC TO SHOW NOW WITH THE WALL
10:42:14 AND WITH THE WINDOW THAT IF YOU HAD A PERSON WITH THEIR EYE
10:42:17 VISION AT SIX FEET, WHICH ACTUALLY IS HIGHER, I'M SIX FEET,
10:42:21 SOMEBODY'S EYES AT THIS HEIGHT, THAT THEY ARE BASICALLY
10:42:24 RIGHT AT THE TOP OF THE WALL.
10:42:25 THEY CAN'T EVEN SEE HIS BUILDING OR ANY OF HIS PROPERTY.
10:42:29 THEY'LL SEE SKY.
10:42:30 HAVE SOME VISTAS THAT CAN LOOK OUT, BUT WON'T BE ABLE TO

10:42:35 LOOK INTO HIS PROPERTY.
10:42:36 THEY TALKED ABOUT COLOR.
10:42:41 WE HAVE BEEN WORKING WITH THE RENDERING THAT WAS DONE.
10:42:46 WE SENT THEM COLORS THAT BASED ON FEEDBACK WE GOT FROM THE
10:42:50 PLANNING BOARD WHEN WE CAME IN, WE HAD THE RENDERING AND
10:42:53 THEN WE HAD SOME OTHER ELEVATIONS.

10:42:56 I THINK AS YOU SAW COLORS WERE DIFFERENT.
10:42:59 THEY ACTUALLY PREFERRED THE ARTIST RENDERING ON THE COLORS.
10:43:04 SO THIS WILL BE THE DIRECTION THAT WE'RE HEADING ON THE
10:43:07 COLOR PALETTE.
10:43:09 LIKE VERONICA SAID, THE PRUITTS WERE VERY HAPPY WITH THIS
10:43:12 BECAUSE THEY WERE HOPING TO KIND OF HAVE THE COLORS BE A
10:43:15 LITTLE LESS BOLD THAN SOME OF THE ORANGES AND DARKER COLORS
10:43:21 THAT YOU'RE SEEING.
10:43:22 JUST A QUICK RUN-THROUGH OF THE FLOOR PLAN.
10:43:28 CENTRAL LOBBY ENTRANCE, A COMMON CONFERENCE ROOM RIGHT OFF
10:43:31 THE LOBBY WHICH IS TO THE LEFT OF THE SCREEN.
10:43:34 THE PRUITTS' SUITE WILL BE BACK IN THE LOWER RIGHT CORNER,
10:43:38 AND THEN THE UPPER PORTION WILL BE EITHER RENTED AS THE
10:43:42 WHOLE SECTION IF THEY FIND SOMEBODY OR IT COULD BE RENTED AS
10:43:45 GROUPS OF THOSE OFFICES DEPENDING ON WHAT THE TENANT'S
10:43:50 DESIRE MAY BE.
10:43:51 IT IS A COMMON RESTROOM AREA.
10:43:53 AND THERE IS A COMMON CONFERENCE ROOM THAT WOULD BE SHARED
10:43:57 BY THE TENANTS.

10:43:57 THESE ARE THE ARCHITECTURAL PLANS.
10:44:25 >>Veronica Martin: I'M GOING TO DO MY BEST TO GO OVER THE
10:44:27 LANDSCAPE PLANS FOR LANDESCO CREATED FOR THIS PROJECT.
10:44:32 THIS REVISED LANDSCAPE PLAN SHOWS THE NEW BUFFER ALONG THE
10:44:41 EAST SIDE OF THE PROPERTY.
10:44:42 AS YOU CAN SEE, THERE IS A SOLID WALL SET TEN FEET FROM THE
10:44:47 PROPERTY LINE.
10:44:47 IT EXTENDS THE ENTIRE LENGTH OF THE PROPERTY, SIX FEET IN
10:44:51 HEIGHT FROM THE ELEVATION OF BROADWAY, ACTUALLY.
10:44:53 SO IT WILL BE A LITTLE BIT TALLER.
10:44:57 AND THEN THERE WILL BE ALL NEW TREES AND SHRUBS LOCATED ON
10:45:01 THE RESIDENTIAL SIDE OF THE WALL.
10:45:06 THE COLOR RENDERED LANDSCAPE PLAN AND PLANT SCHEDULE GIVES
10:45:12 YOU A LITTLE BIT BETTER IDEA OF WHERE THE BUILDING, THE
10:45:15 PARKING LOT, AND THEN THE GREEN OPEN SPACE IS LOCATED.
10:45:19 THE PLANT SCHEDULE IDENTIFIED AS THE SPECIES AND THE NUMBER
10:45:22 OF TREES AND SHRUBS PROPOSED.
10:45:25 THERE ARE 74 CANOPY TREES PROPOSED, PLUS 3 EXISTING WEST
10:45:31 INDIAN MAHOGANY TREES THAT WE'RE GOING TO PRESERVE ON-SITE,
10:45:35 AND THERE ARE 494 SHRUBS PROPOSED PLUS VINES.
10:45:43 THE PLANT LIST IS A GRAPHIC REPRESENTATION OF TREES, SHRUBS,
10:45:49 GRASSES, VINES, INCLUDING THE SOUTHERN SLASH PINE, DAHOON
10:45:52 HOLLY, BALD CYPRESS, CABBAGE PALMS AND GUMBO-LIMBO TREES.
10:45:57 THE LANDSCAPE ARCHITECT DID UPDATE THE EXISTING TREE EXHIBIT
10:46:03 AFTER HURRICANE IAN, ONLY THREE OF THE EXISTING TREES, THE

10:46:07 MAHOGANY TREES ARE IN GOOD ENOUGH CONDITION TO PRESERVE
10:46:11 ON-SITE.

10:46:12 THE OTHERS ARE IN VERY POOR CONDITION AND NEED TO BE REMOVED
10:46:16 AND REPLACED WITH HEALTHY SPECIES OF TREES.
10:46:19 WITH THE REMOVAL OF THE ASPHALT ALONG THE NORTH PROPERTY
10:46:23 LINE, THE OPEN SPACE FOR THIS DEVELOPMENT HAS INCREASED TO
10:46:28 15,116 SQUARE FEET.
10:46:31 THAT DOES EXCEED THE MINIMUM OPEN SPACE REQUIREMENT OF 20%
10:46:37 THAT CREATES AN ALMOST 40% OPEN SPACE ON THIS SITE.
10:46:40 THE LANDSCAPE ELEVATIONS ARE CONCEPTUAL DRAWING OF WHAT EACH
10:46:47 ELEVATION WOULD LOOK LIKE WHEN THE TREES HAVE MATURED.
10:46:50 THE SOUTH PROPERTY LINE IS WHAT MOST PEOPLE WILL SEE WHEN
10:46:53 DRIVING BY.
10:46:55 IT INCLUDES A 20-FOOT WIDE BUFFER WITH GUMBO-LIMBO AND
10:46:59 DAHOON HOLLY CANOPY TREES AND COCOPLUM HEDGE.
10:47:03 THE EAST ELEVATION IS WHERE WE HAVE MADE THE MOST
10:47:06 IMPROVEMENTS TO COORDINATE WITH MR. NOBLE TO THE EAST.
10:47:12 I SPOKE WITH HIM AGAIN JUST ON MONDAY WHEN HE WAS ASKING TO
10:47:16 MAKE SURE THAT NOTHING WAS CHANGING SINCE THE PLANNING AND
10:47:19 ZONING DESIGN REVIEW BOARD HEARING.
10:47:21 HE APOLOGIZED THAT HE COULDN'T BE HERE TODAY TO LEND HIS
10:47:27 SUPPORT TO THE REVISIONS.
10:47:28 AGAIN, THE SIX FOOT BUFFER WALL WILL BE TEN FEET FROM THE
10:47:33 PROPERTY LINE.
10:47:33 THERE'S GOING TO BE A TOTAL OF 31 CANOPY TREES ON THIS SITE,

10:47:38 ON THIS BUFFER AND 93 SHRUBS, SILVER SAW PALMETTO.
10:47:45 AT MATURITY, SLASH PINES FULL CANOPY TREES, VERY TALL.
10:47:49 DAHOON HOLLY ARE MORE OF A MID STORY TREE CONICAL IN SHAPE
10:47:54 THAT WILL FILL IN NEAR THE PINE TREES AND THEN, OF COURSE,
10:47:57 THE SILVER SAW PALMETTO CREATES A VERY DENSE UNDERSTORY.
10:48:01 ALL ARE NATIVE PLANT SPECIES AND CAN BE EASILY MAINTAINED BY
10:48:06 THE APPLICANTS.
10:48:06 THAT DOES CONCLUDE OUR PRESENTATION.
10:48:10 WE DO AGREE WITH STAFF SUPPORT AND THE PROPOSED CONDITIONS
10:48:14 TO THIS APPROVAL, AND WE CAN ANSWER ANY QUESTIONS YOU MAY
10:48:17 HAVE.
10:48:19 >>Mayor McLain: THANK YOU.
10:48:19 NICE PRESENTATION.
10:48:20 ANY QUESTIONS FROM COUNCIL?
10:48:25 >>George Zalucki: THANK YOU, MAYOR.
10:48:26 GREAT PRESENTATION.
10:48:27 JUST SPEAKING ON BEHALF OF THE ARCHITECTURE, THE BUILDING, I
10:48:30 KNOW YOU GUYS HAVE COME A LONG WAY SINCE FIRST SUBMITTING
10:48:33 THE PLANS BECAUSE I FOLLOWED THE PLANNING BOARD MEETINGS AS
10:48:36 WELL.
10:48:36 NICE JOB WITH THAT.
10:48:37 EVERYTHING LOOKS REALLY GOOD.
10:48:39 JUST A COUPLE OF QUESTIONS.
10:48:41 THE NUMBER OF POSSIBLE UNITS INSIDE OF THE FACILITY IS THAT

10:48:45 10 OR 11 INCLUDING OR NOT INCLUDING THE PRUITTS' USAGE?

10:48:51 >>Veronica Martin: SO THE PROPOSED USES ARE A -- AT THE
10:48:56 ZONING PHASE, THEY ARE POTENTIAL USES THAT COULD POSSIBLY BE
10:48:59 APPROVED WHEN THEY ACTUALLY SUBMIT FOR THE DEVELOPMENT
10:49:02 ORDER.
10:49:02 SO IT DOESN'T MEAN EVERY SINGLE USE WILL GO INSIDE.
10:49:07 AT THIS TIME, IT WILL PROBABLY BE GENERAL OFFICE JUST
10:49:10 BECAUSE MEDICAL OFFICE MAY REQUIRE A LARGER SPACE.
10:49:16 >>George Zalucki: THANK YOU.
10:49:16 I WAS LOOKING AT YOUR PLAN AND COUNTING THE ROOMS OR SPACE,
10:49:19 10 OR 11 PLUS THEIR SUITE.
10:49:22 JUST ON THAT, THE TOTAL NUMBER OF PARKING SPOTS, I TRIED TO
10:49:25 COUNT THOSE TOO.
10:49:26 IS IT AROUND 20 PLUS HANDICAP?
10:49:30 >>Veronica Martin: I BELIEVE SO.
10:49:31 WE DID REDUCE SOME OF THE PARKING ISLANDS.
10:49:33 WE REMOVED THE GATE THAT WAS THERE.
10:49:35 THE GATE AND THE FENCE BECAUSE THAT'S NO LONGER NECESSARY.
10:49:38 BUT DURING THE DEVELOPMENT ORDER PHASE, WE'RE CHANGING THE
10:49:42 PARKING LOT SO IT'S, I GUESS, MORE APPEALING.
10:49:48 I GUESS MORE APPROPRIATE TO HAVE A FRONT ENTRANCE AS OPPOSED
10:49:51 TO THE SIDE, WHICH IS WHAT THE POST OFFICE DID.
10:49:55 PLUS THEY HAD ALL THAT PARKING TO THE REAR FOR THEIR POSTAL
10:49:57 VEHICLES.
10:49:59 >>George Zalucki: RIGHT.
10:49:59 LOOKS LIKE YOU'LL ELIMINATE THAT.

10:50:01 IS IT GOING TO BE NEW ASPHALT OR CONCRETE?
10:50:04 >>Veronica Martin: THEY WILL PROBABLY RESEAL AND RESURFACE
10:50:06 THE PARKING LOT.
10:50:07 THE ONLY ASPHALT WE'RE REMOVING THOUGH IS FROM THE FIRE
10:50:11 TRUCK LANE ON BACK, THAT NORTHERN PART.
10:50:12 >>George Zalucki: JUST DOING A QUICK CALCULATION, IF YOU'RE
10:50:15 HAVING 10 OR 11 BUSINESSES OPERATING WITH 20 SPOTS, DO YOU
10:50:19 THINK THAT THAT'S GOING TO BE ENOUGH OR YOU THINK YOU MIGHT
10:50:22 HAVE ROOM TO EXPAND PARKING IN THE FUTURE?
10:50:24 >>Veronica Martin: WE DO HAVE ROOM TO EXPAND PARKING IN THE
10:50:26 FUTURE.
10:50:26 BUT WE WENT BY THE CODE-REQUIRED PARKING, AND I BELIEVE THE
10:50:31 LAND DEVELOPMENT CODE FOR ESTERO DOES NOT LET YOU EXCEED A
10:50:34 CERTAIN PERCENTAGE IN EXCESS OF THE MINIMUM CODE
10:50:38 REQUIREMENTS.
10:50:40 >>George Zalucki: JUST A COUPLE MORE HERE.
10:50:42 IT'S GREAT TO HEAR THAT MR. NOBLE TO YOUR EAST IS VERY HAPPY
10:50:45 WITH THE FENCING.
10:50:46 I THINK YOU SAID IT'S SIX FEET TALL.
10:50:48 >>Veronica Martin: YES.

10:50:48 >>George Zalucki: WHAT IS THE MATERIAL OF THE FENCING?
10:50:51 >>Veronica Martin: I BELIEVE IT'S A COMPOSITE.
10:50:54 >>George Zalucki: HARDIE BOARD PERHAPS.
10:50:57 >>Veronica Martin: MAYBE.
10:50:58 THAT COULD BE SOMETHING DAVID COULD ANSWER.

10:51:01 >>George Zalucki: IT SAYS WALL, LIKES LIKE A FENCE, LOOKS
10:51:04 LIKE HARDIE BOARD FROM THE PICTURE.
10:51:06 JUST LONGEVITY OF THE FENCING I THINK IS SOMETHING TO
10:51:10 CONSIDER.
10:51:11 THE SEPTIC FIELD.
10:51:13 I KNOW EVENTUALLY YOU'RE GOING TO TIE IN.
10:51:15 >>Veronica Martin: ABSOLUTELY.
10:51:17 >>George Zalucki: HAS THAT BEEN TESTED FOR CAPACITY?
10:51:19 THAT YOU'RE GOING TO BE GOOD IF YOU HAVE TENANTS OCCUPY THE
10:51:24 FACILITY.
10:51:24 >>Veronica Martin: RIGHT.
10:51:25 WHEN WE WENT THROUGH THE REZONING BACK IN 2019-2020, WE DID
10:51:29 HAVE AN INSPECTOR GO OUT AND EVALUATE THE SEPTIC SYSTEM IN
10:51:33 ITS ENTIRETY.
10:51:34 THAT WAS DEEMED ADEQUATE FOR THAT VERY LARGE SCHEDULE OF
10:51:39 USES NO MATTER WHAT WE PUT IN THERE, EVEN IF IT WAS GOING TO
10:51:43 BE ALL MEDICAL OFFICE.
10:51:44 IT ALSO INCLUDED RESTAURANT USE, WHICH, AGAIN, IS A
10:51:48 HIGH-VOLUME BUSINESS.
10:51:50 SO IT WAS DEEMED SUFFICIENT AND IN GOOD WORKING ORDER IN
10:51:57 2020.
10:51:57 I WOULD IMAGINE THAT THE PRUITTS MAY HAVE TO GET ANOTHER
10:52:02 INSPECTION PRIOR TO D.O. APPROVAL.
10:52:04 I CAN'T HONESTLY SAY BECAUSE WE HAVEN'T SUBMITTED YET.
10:52:06 BUT THEY DO INTEND TO CONNECT TO SANITARY SEWER WHEN THOSE

10:52:10 LINES ARE EXTENDED.
10:52:12 >>George Zalucki: OKAY.
10:52:13 I THINK THAT CONCLUDES EVERYTHING.
10:52:17 THANK YOU.
10:52:20 >>Mayor McLain: COUNCILMAN FAYHEE.
10:52:22 >>Lori Fayhee: THAT WAS MY QUESTION, TOO.
10:52:25 THANK YOU.
10:52:25 I'M ALSO CURIOUS ABOUT, YOU MENTIONED ABOUT BRINGING IN
10:52:29 WATER FOR A FIRE HYDRANT FOR PERSONAL USE.
10:52:35 >>Veronica Martin: IT'S REQUIRED BY ESTERO FIRE BECAUSE THIS
10:52:37 PROPERTY IS LOCATED GREATER THAN THE MINIMUM DISTANCE FROM
10:52:41 THE NEXT NEAREST FIRE HYDRANT.
10:52:43 SO THEY HAVE TO PROVIDE A FIRE HYDRANT ON THIS SITE FOR FIRE
10:52:47 PROTECTION.
10:52:49 >>Lori Fayhee: PERFECT.
10:52:50 THANK YOU.

10:52:51 >>Mayor McLain: ANY OTHER QUESTIONS? I'VE JUST GOT A
10:52:55 COMMENT.
10:52:55 LOOKING AT THE CURRENT VERSUS THE PROPOSED, I CONGRATULATE
10:52:59 THE PRUITTS FOR MAKING ESTERO LOOK MUCH BETTER THAN WHAT IT
10:53:04 HAS BEEN.
10:53:06 I THINK IT'S A VERY ATTRACTIVE BUILDING.
10:53:08 QUESTION TO MARY BECAUSE I'M INTO COLORS.
10:53:13 I LIKE THE COLOR PALETTE THAT WE HAVE HERE.
10:53:15 DO WE HAVE THE PAINT CHIPS?

10:53:17 BECAUSE WHEN YOU LOOK AT DUPLICATIONS, THE COLOR CHANGES A
10:53:21 LOT.
10:53:22 SO IF WE HAVE THE CHIPS, WE DON'T HAVE GUESSING AND I SURE
10:53:26 DON'T WANT YOU TO HAVE TO GO THROUGH REPAINTING TO GET THE
10:53:30 RIGHT COLOR.
10:53:33 >>Mary Gibbs: WE DON'T HAVE THE CHIPS.
10:53:34 WE HAD THE COLORS AT THE LAST PLANNING ZONING HEARING, BUT
10:53:37 IT WAS THE ORANGEY COLOR.
10:53:38 WE SAID GIVEN THAT WE HAVE THE HEARING COMING UP, WE'LL
10:53:41 CHANGE THE LANGUAGE TO SAY THAT THE COLORS HAVE TO MATCH
10:53:43 THIS RENDERING, NOT THE OTHER ELEVATIONS.
10:53:46 SO WHEN THEY COME BACK FOR THE DEVELOPMENT ORDER AT PLANNING
10:53:49 ZONING AND DESIGN BOARD, WE'LL HAVE THE CHIPS.
10:53:52 AND THEY WERE VERY MUCH IN FAVOR OF THIS COLOR SCHEME, SO
10:53:56 WE'LL MATCH THE CHIPS.
10:53:57 OH, YOU BROUGHT THEM?
10:54:05 >> TO ALL THEIR DEFENSE, THEY DIDN'T KNOW THIS.
10:54:07 I HAD THEM WORKING WITH THE PRUITTS BECAUSE WE HAD BEEN
10:54:12 PREPARING TO COME BACK TO THE PLANNING BOARD WITH COLORS.
10:54:14 I DID JUST GET AN E-MAIL THAT THIS WILL BE THE COLOR PALETTE
10:54:19 THAT WE'LL BE GOING WITH.
10:54:21 THE DARKER TRIM AT THE TOP AND AROUND THE BASE OF THE
10:54:25 COLUMNS AND THEN THE GENERAL FIELD COLOR, THE LIGHTEST
10:54:28 COLOR, AND THEN THE TRIM.
10:54:30 SO THESE WILL BE WHAT WILL BE PROPOSING TO PLANNING AND

10:54:35 THEY'LL MAKE A FINAL DECISION AT THAT TIME.
10:54:38 >>Mary Gibbs: IT WILL COME BACK FOR DEVELOPMENT ORDER AND
10:54:41 THEY WILL LOOK AT THE COLORS AND COMPARE AND SEE IF THAT IS
10:54:43 WHAT THEY WERE TALKING ABOUT, WHICH IT LOOKS PRETTY CLOSE.
10:54:46 >>Mayor McLain: I THINK IT LOOKS GOOD.
10:54:48 I LIKE THE IDEA OF CHIPS BECAUSE THEN WE DON'T HAVE A HE
10:54:51 SAID/SHE SAID IT LOOKS LIKE THIS.
10:54:54 CHIPS ARE THE WAY TO GO.
10:54:55 THANK YOU.
10:54:57 >>Mary Gibbs: I DID WANT TO BRING UP SOMETHING, THOUGH.
10:54:59 I THINK I LEFT THE LANGUAGE OFF OF THE ORDINANCE ABOUT THE
10:55:01 PATTERN BOOK.

10:55:03 FOR SOME REASON, THERE ARE TWO THINGS I WANTED TO CLARIFY.
10:55:08 IN THE ORDINANCE WE ADDED A CONFLICT SECTION, JUST THE LEGAL
10:55:12 SECTION WE LEFT OUT WHEN GOING TO PLANNING AND ZONING BOARD
10:55:14 ON PAGE 7 OF THE ORDINANCE.
10:55:16 WHILE WE DID THAT, I THINK I USED THE OLD VERSION OF THE
10:55:19 ORDINANCE WHERE I HAD NOT UPDATED A CONDITION 9 ABOUT THE
10:55:21 PATTERN BOOK.
10:55:22 SO THE PATTERN BOOK LANGUAGE SAYS THE DEVELOPMENT MUST BE
10:55:25 CONSISTENT WITH THE PATTERN BOOK PRUITT PROFESSIONAL OFFICE
10:55:28 BUILDING STAMPED, RECEIVED APRIL 16, 2024.
10:55:31 THE LANGUAGE I NEED TO ADD BACK IN THAT WE DID AT PLANNING
10:55:34 AND ZONING BOARD SAID THE COLORS MUST BE CONSISTENT WITH THE
10:55:37 PROPOSED RENDERING.

10:55:38 THAT WAY WE KNOW IT'S THIS PICTURE AND NOT THE OTHER
10:55:42 PICTURES THAT LOOK ORANGE.
10:55:44 ONE OTHER THING I WANTED TO ADD ABOUT THE QUESTION ON THE
10:55:47 SEPTIC TANK, BECAUSE THIS WILL HAVE TO CONNECT BUT WE DON'T
10:55:50 KNOW THE EXACT TIMING.
10:55:52 IT COULD BE TWO OR THREE YEARS.
10:55:53 WE DO HAVE SOME LANGUAGE IN CONDITION 8 THAT SAYS ANNUAL
10:55:57 SEPTIC TANK INSPECTIONS MUST BE CONDUCTED AND SUBMITTED TO
10:56:00 VILLAGE COMMUNITY DEVELOPMENT TO ENSURE THAT THE SEPTIC
10:56:03 SYSTEM IS FUNCTIONING PROPERLY.
10:56:04 SO ONCE THEY GET IT GOING, THEY WILL HAVE TO TEST THAT AND
10:56:07 MAKE SURE THAT IT WORKS.
10:56:10 >>Mayor McLain: THANK YOU, MARY.
10:56:11 ANY QUESTIONS FROM THE COUNCIL?
10:56:12 IF NOT, WE WILL OPEN IT UP FOR PUBLIC COMMENT.
10:56:17 MADAM CLERK --
10:56:18 >>Carol Sacco: DO YOU HAVE TO CROSS-EXAMINE FIRST?
10:56:21 >>Mary Gibbs: THERE'S NO ONE TO CROSS-EXAMINE.
10:56:23 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:56:28 >>Mayor McLain: NO OTHER COMMENTS, SO WE HAVE NO
10:56:32 CROSS-EXAMINATION NEEDED, IT LOOKS LIKE.
10:56:34 ANY OTHER COMMENTS FROM THE APPLICANT?
10:56:39 I THINK WE UNDERSTAND IT UP HERE.
10:56:44 DO I HAVE ANY COUNCIL MEMBERS TO MAKE A MOTION?
10:56:50 >>George Zalucki: MR. MAYOR, SO MOVED.

10:56:51 >>Mayor McLain: SO APPROVED BY COUNCILMAN ZALUCKI AND
10:56:55 SECONDED BY VICE-MAYOR --
10:56:57 >>Nancy Stroud: MR. MAYOR, JUST TO CLARIFY, THE MOTION IS TO
10:57:00 ADOPT THE RECOMMENDED ORDINANCE WITH THE CHANGES THAT WERE
10:57:07 DETAILED BY MARY GIBBS REGARDING --
10:57:11 >>Mayor McLain: THE LANGUAGE IS WHAT?
10:57:14 >>Nancy Stroud: THE COLORS AND THE CONFLICT SECTION, TWO
10:57:18 CHANGES, RIGHT?

10:57:19 >>Mary Gibbs: NO.
10:57:20 THAT LANGUAGE -- THE CONFLICTS IS IN THE ORDINANCE.
10:57:22 SO IT IS JUST THE ADDITIONAL SENTENCE ON THE PATTERN BOOK
10:57:25 RENDERING.
10:57:28 >>Mayor McLain: THAT'S THE MOTION AND SECONDED BY
10:57:30 VICE-MAYOR.
10:57:30 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
10:57:34 >>Larry Fiesel: AYE.
10:57:35 >>Lori Fayhee: AYE.
10:57:36 >>Rafael Lopez: AYE.
10:57:38 >>George Zalucki: AYE.
10:57:39 >>Vice-Mayor Ribble: AYE.
10:57:40 >>Mayor McLain: AYE.
10:57:41 NOW, LET'S SEE, GET MY ORDER HERE.
10:57:50 WE ARE NOW IN THE COUNCIL COMMUNICATIONS AND FUTURE AGENDA
10:57:57 ITEMS.
10:57:57 I THINK LAST -- WE'LL START WITH GEORGE OVER THERE.

10:58:00 >>George Zalucki: THANK YOU, MR. MAYOR.
10:58:02 CAUGHT ME OFF GUARD HERE.
10:58:04 JUST A COUPLE OF THINGS TO REPORT.
10:58:06 I WAS FORTUNATE ENOUGH TO ATTEND THE EVERBLADES CELEBRATION
10:58:11 LAST WEEK.
10:58:12 AND IT WAS GREAT.
10:58:14 WE HAD A GREAT SHOWING, GREAT EVENT.
10:58:16 GREAT FOR ESTERO.
10:58:18 IT'S A THREE-PEAT.
10:58:20 WE'LL SEE IF WE CAN DO A FOUR-PEAT NEXT YEAR.
10:58:23 THE WAY THIS TEAM IS GOING, I'M SURE WE'LL BE BACK AT HERTZ
10:58:26 ARENA ABOUT A YEAR FROM NOW.
10:58:28 GREAT EVENT.
10:58:29 OTHER THING TO REPORT, MANY OF US ATTENDED THE LEE COUNTY
10:58:32 REGIONAL LUNCHEON IN AN UPDATE.
10:58:37 COMMISSIONER PENDERGRASS WAS THE HOST OF THAT PARTICULAR
10:58:39 EVENT.
10:58:40 WE GOT A LOT OF GREAT INFORMATION ABOUT WHAT'S HAPPENING IN
10:58:42 THE COUNTY, PARTICULARLY FOCUSED ON LEHIGH ACRES, BUT REALLY
10:58:46 A LOT OF INFORMATION RELEVANT TO THE ENTIRE COUNTY.
10:58:49 IT WAS A GREAT EVENT.
10:58:50 GOOD TO SEE OUR COLLEAGUES IN OTHER COMMUNITIES AND THE
10:58:54 COUNTY.
10:58:55 THAT'S REALLY ALL I HAD TO REPORT.
10:58:56 THANK YOU.

10:58:56 >>Mayor McLain: THANK YOU.
10:58:59 >>Rafael Lopez: BASICALLY I'LL LEAVE IT FOR THE VICE-MAYOR
10:59:01 TO MENTION, THE BONITA UTILITIES, THAT WE WENT TO THE
10:59:04 GROUNDBREAKING THERE.

10:59:06 I TOO WANT TO SAY THAT WE ARE LUCKY TO LIVE IN SUCH A GREAT
10:59:12 COMMUNITY WHERE WE HAVE A FIRE DEPARTMENT THAT IS SECOND TO
10:59:18 NONE.
10:59:19 AND SO ON MONDAY, I WENT AND I PRESENTED JUST A LETTER, A
10:59:25 PERSONAL LETTER FROM ME TO THE ESTERO FIRE DEPARTMENT FOR
10:59:28 THEIR ACTIONS THAT THEY TOOK ON OCTOBER 15, 2023, WHICH WE
10:59:32 ALL KNOW WHAT DATE THAT WAS.
10:59:35 MY WIFE AND I WENT AND GAVE THEM A PRESENTATION THAT WE'RE
10:59:38 ALL VERY GRATEFUL AND I JUST WANTED TO SAY I APPRECIATE
10:59:43 EVERYTHING THAT THEY DID FOR ME AND MY FAMILY AND FOR
10:59:46 EVERYTHING THEY DID DO FOR THE VILLAGE AS A WHOLE.
10:59:51 THANK THE FIRE DEPARTMENT.
10:59:52 I JUST WANTED TO MENTION THAT.
10:59:53 AND THAT'S ALL I HAVE.
10:59:55 >>Mayor McLain: FAILED TO MENTION THAT HE ALSO PRESENTED
11:00:01 SUBS, I GUESS, FROM PUBLIX TO THE FIRE DEPARTMENT, WHICH I'M
11:00:05 SURE THEY APPRECIATED.
11:00:07 >>Rafael Lopez: UNDERLYING JOKE, I TOLD THEM I BROUGHT SUBS,
11:00:10 BROUGHT THEM HEALTHY STUFF, TOO, FRUIT, VEGETABLES.
11:00:13 I TOLD THEM THAT I SAVED THEM A TRIP TO PUBLIX THAT DAY.
11:00:16 THAT WAS KIND OF GOOD.

11:00:17 >>Mayor McLain: OKAY.
11:00:20 COUNCILPERSON FAYHEE.
11:00:22 >>Lori Fayhee: I WOULD LIKE TO SAY THAT I'M VERY EXCITED TO
11:00:24 SEE SO MANY OF OUR PROJECTS MOVING FORWARD, ESPECIALLY THE
11:00:28 ONES WITH THE GREENSPACE.
11:00:32 I'D LIKE TO COMPLIMENT ESTERO AND OUR VILLAGE STAFF FOR THE
11:00:43 GREAT ROADS THAT WE HAVE AROUND HERE TO DRIVE ON.
11:00:45 I'VE BEEN FLYING BACK AND FORTH TO HELP A FAMILY MEMBER IN
11:00:50 THE HOSPITAL AND HOUSTON ROADS AREN'T ANY MATCH TO HERE.
11:00:57 I JUST WANT TO SAY THANK YOU TO THAT.
11:01:01 AND THAT'S ALL I HAVE AT THIS POINT.
11:01:04 THANK YOU.
11:01:06 >>Mayor McLain: COUNCILMAN FIESEL.
11:01:07 >>Larry Fiesel: I WOULD LIKE TO SAY I TOO ATTENDED THE
11:01:11 CELEBRATION AT THE HERTZ ARENA LAST WEEK.
11:01:13 THE SECOND TIME I GOT A CHANCE TO ATTEND THAT AND KIND OF
11:01:16 HABIT FORMING.
11:01:17 I'M LOOKING FORWARD TO RETURNING NEXT YEAR FOR A FOUR-PEAT.
11:01:22 INSTEAD OF THREE, WE GO FOUR NEXT YEAR.
11:01:24 I DID ATTEND THE LUNCHEON ON MONDAY UP AT PLANTATION THAT
11:01:30 COMMISSIONER PENDERGRASS HOSTED.
11:01:31 THEY FOCUSED MAINLY ON LEHIGH ACRES AND THE ISSUES THAT THEY
11:01:37 HAVE OUT THERE.
11:01:38 A COUPLE OF ISSUES THAT WERE BROUGHT UP THAT I THOUGHT WAS
11:01:41 KIND OF INTERESTING IS THAT THEY HAVE APPARENTLY A REALLY

11:01:45 CRAZY BUNCH OF DRIVERS UP THERE, TRAFFIC PROBLEMS THAT
11:01:50 APPARENTLY DON'T EXIST IN THE REST OF LEE COUNTY, ALTHOUGH
11:01:55 IF YOU'RE OUT ON 41, YOU MIGHT NOT UNDERSTAND WHAT THAT
11:01:59 MEANS.
11:02:00 AND THE OTHER ISSUE THEY HAVE IS THEY JUST HAVE A LOT OF
11:02:04 TRASH THAT GETS THROWN OUT OF CARS ALONG THE SIDE OF THE
11:02:07 ROAD.
11:02:10 COMMISSIONER WAS ASKED, WELL, HOW DO THEY SOLVE THE PROBLEM
11:02:14 OUT THERE.
11:02:15 SAID IT'S JUST EDUCATION OF THE COMMUNITY, THAT WE OUGHT TO
11:02:18 TEACH THEM AND TALK TO THEM ABOUT HOW THEY CHANGE THINGS.
11:02:21 BUT WITH THE TRASH MENTIONED ALONG THE SIDE OF THE ROADS,
11:02:24 THEY REFERENCED ESTERO THAT DOESN'T HAVE THIS PARTICULAR
11:02:27 ISSUE.
11:02:28 I THINK THAT WE OWE A LOT TO JIM GILMARTIN OVER HERE AND THE
11:02:33 ESTERO GROUP OF PEOPLE THAT GET OUT AND CLEAN OUR ROADS UP.
11:02:36 WE KIND OF SOMETIMES TAKE THAT CLEAN ROAD FOR GRANTED AND
11:02:41 DON'T REALIZE THAT IT IS A HUGE ISSUE IN A LOT OF OTHER
11:02:46 COMMUNITIES IN LEE COUNTY.
11:02:48 THAT WAS TWO OF THE THINGS THAT I TOOK AWAY FROM THAT.
11:02:50 THE CRAZY DRIVERS UP THERE.
11:02:53 I THINK WE SEEM TO HAVE SOME DOWN HERE, BUT MAYBE NOT TO THE
11:02:56 EXTENT THEY DO AND THE TRASH.
11:02:58 APPRECIATE THE FACT THAT OUR ROADS ARE CLEANED AND VERY NICE
11:03:03 LOOKING.

11:03:06 >>Vice-Mayor Ribble: AS YOU CAN SEE, THE COUNCIL HAS BEEN
11:03:08 VERY BUSY BETWEEN THE EVERBLADES CELEBRATION, THE LUNCHEON
11:03:12 WITH COMMISSIONER PENDERGRASS.
11:03:17 THE BSU RIBBON CUTTING FOR THE REVERSE OSMOSIS WHICH THE
11:03:22 VILLAGE IS -- HALF OF THE VILLAGE AT LEAST IS A CUSTOMER OF
11:03:25 BSU.
11:03:26 AND THERE WAS ONE OTHER THAT I WAS INVITED TO AND STAFF WILL
11:03:29 APPRECIATE THIS.
11:03:31 AFTER YEARS AND YEARS OF WAITING, THE ELKS CLUB FINALLY GOT
11:03:35 THEIR CELL PHONE TOWER.
11:03:36 AND THEY WERE SO HAPPY AND SO EXCITED THAT THEY DECIDED TO
11:03:39 DO A RIBBON CUTTING FOR THE CELL PHONE TOWER.
11:03:41 YESTERDAY I ATTENDED THAT WITH MANY, MANY OF THE ELKS
11:03:45 MEMBERS THERE TO WELCOME THEIR CELL PHONE TOWER AND AT&T
11:03:51 REPRESENTATIVES WERE THERE.
11:03:51 I ALSO HAPPENED TO MEET THEIR EMERGENCY RESPONSE TEAM FOR
11:03:56 COMMUNICATION DURING EMERGENCIES.
11:03:58 I MADE A CONTACT THERE SHOULD THEY EVER BE NEEDED, WE NOW
11:04:04 HAVE THAT CONTACT ALSO.
11:04:05 >>Mayor McLain: THANK YOU.
11:04:06 I WANT TO THANK THE VICE-MAYOR FOR GOING TO HERTZ ARENA AND
11:04:09 PARTICIPATING IN THE SPECIAL EVENT THERE AND ALSO THIS

11:04:14 FRIDAY WE HAVE AN MPO MEETING, AND I'M NOT GOING TO BE ABLE
11:04:16 TO ATTEND THAT.
11:04:17 SHE WILL REPRESENT US WELL THERE.

11:04:19 I THINK THEY'VE GOT PRETTY GOOD ITEMS ON THE AGENDA.
11:04:22 COUNCILMAN FAYHEE MENTIONED PROJECTS THAT WE'VE GOT GOING,
11:04:28 AND THERE IS A LOT THAT WE ARE DOING NOW AND THERE IS A LOT
11:04:31 THAT WE'VE DONE PREVIOUSLY.
11:04:32 I JUST WANTED TO TALK ABOUT A COUPLE OF THEM.
11:04:34 ONE, I THINK MAYBE IT WAS ON WINK, AND I THINK MARILYN
11:04:40 INDICATED THAT THE GROUNDBREAKING HAS STARTED AT THE
11:04:44 ENTERTAINMENT SITE.
11:04:46 I HAPPENED TO GO BY THERE YESTERDAY AND THERE ARE LIKE FIVE
11:04:50 LARGE PIECES OF EQUIPMENT IN THERE AND THERE ACTUALLY WERE
11:04:54 STEAM SHOVELS I GUESS.
11:04:56 THEY ARE DOING THE WHOLE PERIMETER.
11:04:58 SO RIGHT ALONG THE RAILROAD THERE IT'S BEEN CLEANED OUT.
11:05:01 SO THAT PROGRESS IS GOING TO BE PRETTY DRAMATIC HERE
11:05:04 PROBABLY IN THE NEXT COUPLE OF YEARS.
11:05:06 THE GOLFING RANGE BUILDING, IT'S STILL THERE, BUT I IMAGINE
11:05:10 PRETTY QUICKLY THAT AND ALL THE SCREENING WILL BE TAKEN DOWN
11:05:14 PRETTY QUICKLY.
11:05:16 ANOTHER THING I NOTICED THIS WEEK AS I'VE BEEN OUT OF TOWN,
11:05:18 THE LOWE'S CENTER ON THE CORNER OF THREE OAKS AND CORKSCREW
11:05:23 LOOKS LIKE GOODWILL AND WAWA ARE MAKING GOOD PROGRESS IN
11:05:26 THERE.
11:05:26 SO THE LOWE'S CENTER LOOKS LIKE, I THINK THAT MAY COMPLETE
11:05:31 THAT CENTER THERE, ABUTS TO THE STOCK DEVELOPMENT AND SOME
11:05:34 OF THE RESTAURANTS THAT ARE IN THERE.

11:05:37 THAT WHOLE QUADRANT FROM THREE OAKS ALL THE WAY TO
11:05:39 STONEYBROOK IS LOOKING VERY ATTRACTIVE IN THERE.
11:05:44 AND THEN THE OTHER ITEM THAT WE'VE DONE IN THE PAST AND I
11:05:46 THINK STEVE IS GOING TO TALK A LITTLE BIT ABOUT IT HERE,
11:05:49 ABOUT FEMA AND THE LIKE.
11:05:52 OBVIOUSLY IN MY DISTRICT, FLOODWATER MANAGEMENT HAS BEEN A
11:05:55 KEY CONCERN FOLLOWING IRMA.
11:05:57 I CAN REPORT THAT THE ESTERO RIVER IS RECEIVING UNOBSTRUCTED
11:06:03 WATER FROM ALL THE FOLKS ALONG ESTERO PARKWAY THROUGH THE
11:06:07 CASCADES, UNDER BROADWAY AND DOWN.
11:06:11 I THINK I MENTIONED A FEW.
11:06:14 IT'S NOT A WATERFALL.
11:06:16 IT'S FLOWING NICELY.
11:06:19 IN ORDER TO SEE THE WATER FLOW, YOU ALMOST HAVE TO FLOW A
11:06:21 LEAF IN THE WATER AND YOU'LL SEE IT MOVING AT A FOOT OR SO
11:06:27 EVERY SECOND.
11:06:28 IT'S A FLOW OF WATER, NOT A WATERFALL IN THERE.
11:06:31 TALKING ABOUT TRASH, THOUGH, BECAUSE I WAS OVER THERE

11:06:34 YESTERDAY.
11:06:36 I THINK AS GOOD CITIZENS AROUND HERE, WE WANT TO KEEP AND
11:06:41 BECAUSE ENGAGE ESTERO AND JULIE AND HER WHOLE TEAM OF PEOPLE
11:06:44 KEEPING THE ROADS CLEAN, I DID NOTICE ALONG THAT RAILROAD
11:06:47 STRETCH THAT THERE ARE PEOPLE THAT HAVE THROWN OLD TIRES IN
11:06:50 THERE, BECAUSE YOU HAVE TO PAY TO RECYCLE TIRES.
11:06:52 IF YOU SEE SOMEBODY DOING THAT, TRYING TO GET THEIR LICENSE

11:06:56 AND REPORT THEM BECAUSE THOSE ARE FINES TO PREVENT THAT KIND
11:07:00 OF BEHAVIOR IN THE FUTURE, WE NEED TO MAKE SURE OUR CITIZENS
11:07:04 ARE AWARE OF WHAT'S GOING ON THERE.
11:07:08 OTHER THAN THAT, I THINK WE HAD A PRETTY ACTIVE MEETING
11:07:11 TODAY AND DID SOME GOOD THINGS.
11:07:12 I'LL TURN THIS OVER TO OUR VILLAGE ATTORNEY TO SEE IF HE HAS
11:07:15 ANY COMMENTS.
11:07:17 >>Robert Eschenfelder: MAYOR AND COUNCIL, YOU ALL RECALL
11:07:21 LAST YEAR WE ACQUIRED THE PROPERTY THAT IS THE RETENTION
11:07:27 LAKE IN FRONT OF THE HERTZ ARENA, BUT YOU WOULD ALSO RECALL
11:07:31 THAT THERE IS A CONTINGENCY ON THAT THAT WE HAD TO SECURE
11:07:35 OUR WATER PERMITS FROM THE DISTRICT WHERE IN THEORY THEY
11:07:40 COULD DEMAND THAT WE CONVEY THE PROPERTY BACK.
11:07:42 SO JUST PASSING ON THE OUTCOME THAT WE HAVE FINALLY
11:07:47 CONFIRMED WITH THE DISTRICT THAT THE PERMIT TRANSFERS THAT
11:07:51 WE NEEDED TO HAVE ARE EFFECTUATED.
11:07:56 T&T PROVIDED TO THE VILLAGE AND FILED IN THE COUNTY'S
11:08:00 RECORDS A RELEASE OF THEIR COVENANTS THAT THEY HAD OVER THE
11:08:04 LAND AS THE MANAGER OF THE PROPERTY.
11:08:07 SO THAT WAS SORT OF THE LAST STEP IN US MAKING SURE THAT THE
11:08:11 PROPERTY IS OURS AND WILL BE OURS INTO THE FUTURE.
11:08:15 THAT IS A GOOD NEWS ITEM.
11:08:17 I PROVIDED THAT PAPER WORK TO THE VILLAGE STAFF.
11:08:20 YOU ALL RECEIVED AN E-MAIL.
11:08:22 I DON'T KNOW IF YOU ALL HAD THE OPPORTUNITY TO READ IT LATE

11:08:26 YESTERDAY.
11:08:26 BUT JUST TO CONVEY TO YOU ALL THE OUTCOME OF THE GARAGE
11:08:30 CASE.
11:08:30 SO MR. DUKE HAS BEEN GIVEN 90 DAYS TO EITHER RECONFIGURE HIS
11:08:35 GARAGE IF HE WANTS TO OR IF NOT, HE'LL HAVE TO TAKE IT DOWN.
11:08:39 THAT'S A POSITIVE OUTCOME AS WELL.
11:08:41 THAT'S ALL I HAVE.
11:08:42 THANK YOU.
11:08:42 >>Mayor McLain: THANK YOU.
11:08:43 VILLAGE MANAGER, ANY COMMENTS?
11:08:45 >>Steven Sarkozy: NO ADDITIONAL COMMENTS.
11:08:46 >>Mayor McLain: THANK YOU.
11:08:47 ALL RIGHT.
11:08:48 NOW WE'RE GOING TO ADJOURN THE REGULAR SESSION AND CONVENE A

11:08:54 WORKSHOP.
11:08:54 THE WORKSHOP HAS TWO ITEMS.
11:09:00 13C IS THE EMERGENCY RESPONSE PLANS.
11:09:04 IN ADDITION TO THAT, THE WORKSHOP GOING TO RELATE TO THE
11:09:07 FEMA UPDATE.
11:09:08 I'LL TURN THAT OVER TO STEVE.
11:09:10 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
11:09:14 ONE OF THE THINGS THAT HAS BECOME A REQUIREMENT IS A FORMAL
11:09:18 RESPONSE -- EMERGENCY RESPONSE PLAN.
11:09:23 THIS IS INTENDED TO BE A LIVING DOCUMENT, ONE WHERE AS WE
11:09:28 GAIN EXPERIENCE OR INSIGHTS FROM OUTSIDE THE ORGANIZATION

11:09:33 AND BEST PRACTICES FROM AROUND THE COUNTRY, WE UPDATE OUR
11:09:37 PLAN.
11:09:38 THIS OUTLINES WHAT WE DO DOWN TO THE PERSON AND WHO IS
11:09:44 RESPONSIBLE FOR WHAT.
11:09:46 THOSE OF US WHO HAVE GONE THROUGH HURRICANE IAN, AND EVEN
11:09:50 BEFORE, IRMA, KNOW THAT EACH DISASTER OR NATURAL EVENT IS --
11:09:57 REQUIRES FLEXIBILITY AND A QUICK RESPONSE.
11:10:02 THIS IS INTENDED TO BEGIN THAT PROCESS OF FORMALIZING WHAT
11:10:05 WE DO.
11:10:07 IT'S PUT OUT THERE.
11:10:11 IT'S INFORMATIONAL AT THIS POINT, BUT WE'LL ADOPT THIS.
11:10:16 IT'S BEING DONE WITH AN OUTSIDE CONSULTING FIRM CONFERRING
11:10:19 WITH US.
11:10:20 THE OUTSIDE CONSULTING FIRM DOES PROVIDE BEST PRACTICES FROM
11:10:23 OUTSIDE OF THE AREA AND OUTSIDE THE REGION.
11:10:26 IT'S MORE OF A BACKGROUND PIECE AND IT JUST HELPS US KNOW
11:10:33 WHAT TO DO WHEN AN EVENT HAPPENS.
11:10:38 >>Mayor McLain: I HAVE NOT GONE THROUGH THIS IN GREAT
11:10:41 DETAIL, BUT THIS IS A DRAFT.
11:10:43 SO I WOULD ENCOURAGE COUNCIL TO TAKE A LOOK AT IT HERE
11:10:48 BEFORE OUR JULY 3rd MEETING.
11:10:50 AND IF WE NEED ANY CHANGES, IF YOU FEEL WE NEED CHANGES, I
11:10:53 THINK WE CAN DISCUSS IT THEN AND APPROVE THIS DRAFT.
11:10:56 UNFORTUNATELY WE'RE SAYING WE'RE GOING TO HAVE HEAVY
11:11:07 HURRICANES THIS YEAR.

11:11:07 SO WE NEED TO MAKE SURE WE ALL UNDERSTAND WHAT OUR ROLES AND
11:11:10 RESPONSIBILITIES ARE IN THERE.
11:11:10 THANK YOU FOR GETTING THIS PUT TOGETHER.
11:11:10 ANY QUESTIONS FROM COUNCIL?
11:11:11 >>Vice-Mayor Ribble: WOULD YOU ACCEPT COMMENTS NOW?
11:11:13 >>Steven Sarkozy: YOU COULD DO IT NOW OR CONTACT MYSELF OR
11:11:16 KEVIN LATER.
11:11:16 EITHER WAY.
11:11:17 >>Vice-Mayor Ribble: I'LL WRITE SOMETHING UP AND SEND IT TO
11:11:21 KEVIN.

11:11:22 I HAVE SOME SUGGESTIONS AND SOME COMMENTS.
11:11:26 >>Mayor McLain: GIVE THEM DIRECTLY TO KEVIN.
11:11:31 >>George Zalucki: THANK YOU FOR THIS.
11:11:33 BEING SOMEONE FROM MY HISTORY, MY WORK EXPERIENCE IN THE
11:11:37 FIRE DEPARTMENT, PREPLANNING ERPs ARE VERY IMPORTANT.
11:11:41 SO IT'S GREAT TO SEE THAT THE VILLAGE IS JUMPING ON BOARD
11:11:43 WITH THIS.
11:11:44 IT IS A LIVING DOCUMENT.
11:11:45 SO AS THINGS CHANGE, OF COURSE, THIS DOCUMENT WILL CHANGE.
11:11:47 I THINK WE NEED TO KEEP THAT IN MIND.
11:11:49 THERE ARE QUESTIONS THAT I HAD, BUT I WILL DEFER THOSE TO
11:11:51 PUTTING THEM IN WRITING AND FORWARD THEM AS WELL AND A
11:11:54 COUPLE OF SUGGESTIONS.
11:11:55 BUT OVERALL, VERY WELL WRITTEN AND UNDERSTANDABLE, AND WE
11:11:59 CAN EXECUTE IT.

11:12:00 GOOD JOB.
11:12:02 >>Mayor McLain: THANK YOU.
11:12:03 ANY OTHER COMMENTS?
11:12:03 IF NOT, WE'LL GO --
11:12:05 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
11:12:08 >>Mayor McLain: THANK YOU.
11:12:08 TRYING TO RUSH THE MEETING ON YOU.
11:12:13 KEEP ME STRAIGHT.
11:12:16 NEXT WE'LL GO TO THE FEMA UPDATE BY OUR VILLAGE MANAGER.
11:12:19 >>Steven Sarkozy: SURE.
11:12:20 COUNCIL MEMBERS, THIS IS A LITTLE BIT DIFFERENT FORMAT.
11:12:22 WHAT I WOULD LIKE TO DO IS GO TO THE PODIUM AND PRESENT WHAT
11:12:26 IS VERY SIMILAR TO WHAT WE PRESENTED AS A TEAM TO THE FEMA
11:12:32 REGIONAL ADMINISTRATOR WHO CAME DOWN ABOUT THREE WEEKS AGO.
11:12:37 AND IT WILL GIVE YOU AN IDEA OF THE OVERVIEW OF OUR RESPONSE
11:12:41 TO FEMA AND THEIR PROPOSED RETROGRADE FOR OUR CRS RATING.
11:12:49 THE OPERATIONAL AUDIT THAT WAS REQUESTED BY FEMA, THEY ASKED
11:13:12 FOR US TO DEVELOP A RESPONSE TO SPECIFIC QUESTIONS THAT THEY
11:13:16 HAD REGARDING THE RESPONSE TO HURRICANE IAN.
11:13:19 AND THEN THEY ASKED FOR THE UNIVERSE -- THAT'S A QUOTE --
11:13:24 THE UNIVERSE OF WHAT WE DO IN RESPONSE TO DISASTER RECOVERY.
11:13:34 AND THE NATIONAL FLOOD INSURANCE PROGRAM AND THE COMMUNITY
11:13:37 RATING SYSTEM.
11:13:38 SO WHAT'S IMPORTANT HERE IS THAT WE PROVIDED NOT ONLY A
11:13:44 RESPONSE TO THE 62 PROPERTIES THAT THEY HAD SPECIFIC

11:13:50 QUESTIONS ABOUT, BUT WE ALSO DESCRIBED OUR OVERALL APPROACH
11:13:55 TO CONTROL AND LIMIT THE IMPACTS OF A NATURAL DISASTER IN
11:14:01 ESTERO.
11:14:02 SO THIS IS THE MATERIALS THAT WE SENT.
11:14:12 IMPORTANTLY, THERE WAS SOME INFORMATION HERE THAT WAS I
11:14:21 THINK PROBABLY INCORRECTLY DESCRIBED BY THE MEDIA.

11:14:27 AND THAT IS THE RESPONSES THAT THE VILLAGE HAD TO FEMA ON
11:14:32 THOSE PROPERTIES.
11:14:34 IN OUR TRANSMITTAL LETTER, WE DESCRIBED HOW WE'VE BEEN
11:14:41 RESPONDING TO FEMA OVER THE COURSE OF SEVERAL MONTHS WITH
11:14:47 DETAILED REPORTS ON EACH PROPERTY. SO THE DEADLINE FOR THIS
11:14:52 REPORTING PROCESS WAS JUNE 10th.
11:14:55 BUT OVER THE COURSE OF SEVERAL WEEKS, ALL 62 PROPERTIES WERE
11:15:01 SUBMITTED TO FEMA AND THE LAST SET OF PROPERTIES, TWO
11:15:06 PROPERTIES IN THE FILES WERE SUBMITTED ON JUNE 1st,
11:15:09 SATURDAY, JUNE 1st.
11:15:11 SO IN THIS PROCESS, WE PROVIDED BATCHES TO FEMA, AND THE
11:15:20 INFORMATION DUE TO THE -- I CREDIT OUR STAFF HERE FOR BEING
11:15:23 VERY THOROUGH, FEMA INDICATED THAT OUR SUBMITTALS WERE
11:15:30 THOROUGH AND COMPLETE.
11:15:33 SO THE WHOLE IDEA HERE IS THAT THEY HAD CONCERNS -- FEMA HAS
11:15:37 HAD CONCERNS ABOUT THE WAY WE WERE RESPONDING TO HURRICANE
11:15:40 IAN, AND THEY DID A DEEP DIVE INTO THE 62 PROPERTIES TO SEE
11:15:46 HOW AND WHEN WE WERE RESPONDING.
11:15:49 IMPORTANTLY, THE ISSUE HERE IS FEMA IS TRYING TO UNDERSTAND

11:15:56 THEIR PERSPECTIVE, FEMA IS CONCERNED WITH THE FINANCIAL LOSS
11:16:01 TO THE FEDERAL GOVERNMENT IN RESPONDING TO THESE NATURAL
11:16:04 DISASTERS.
11:16:05 SO THEY RELY ON THE LOCALS, US, TO RESPOND IN A WAY THAT
11:16:12 PROTECTS THEIR INTEREST, AND THAT'S PART OF THE NATIONAL
11:16:16 FLOOD INSURANCE PROGRAM AND THE COMMUNITY RATING SYSTEM THAT
11:16:19 WE'RE PART OF.
11:16:21 THAT GETS US THE 20% DISCOUNT, NOT THE 25 THAT'S BEEN
11:16:24 REPORTED BY THE MEDIA, BUT 20%.
11:16:28 SO YOU HAVE TO HAVE A MINIMUM RESPONSE IN ORDER TO MAINTAIN
11:16:32 THAT COMMUNITY RATING SERVICE 20% DISCOUNT.
11:16:36 SO THEIR DEEP DIVE IDENTIFIED THESE PROPERTIES, AND WE
11:16:40 RESPONDED IN A WAY WHERE THERE WAS ONE-ON-ONE CONTACT ON A
11:16:45 WEEKLY BASIS WITH STAFF.
11:16:48 AND A SPECIAL COMMENDATION HERE TO OUR STAFF MATT NOBLE,
11:16:52 ROBERT WILEY AND STANLEY IN THE AUDIENCE, STANLEY KNIGHT,
11:16:58 OUR INSPECTOR, WHO WERE REALLY HELPFUL IN PULLING ALL OF
11:17:01 THIS TOGETHER.
11:17:02 SO THAT WAS THE ONGOING PROCESS THAT LED UP TO THE JUNE
11:17:07 10th DEADLINE.
11:17:08 IN ADDITION TO THESE SPECIFIC DETAILS, THE FEMA FOLKS AND
11:17:16 THE REGIONAL ADMINISTRATOR PROVIDED AN OPPORTUNITY FOR A
11:17:19 NARRATIVE THAT DESCRIBED THE UNIVERSE OF WHAT WE DO.
11:17:24 WHAT I WAS ABLE TO DO WITH OUR STAFF IS ROLL OUT ACROSS THE
11:17:32 TABLE FROM THEM A SET OF SLIDES, AND THAT'S WHY I'M HERE AT

11:17:35 THE PODIUM TO DIVE INTO SOME OF THE SLIDES THAT WE PRESENTED
11:17:40 AND THE MAPS THAT WE PRESENTED TO FEMA.

11:17:42 SO THE PROCESS THAT WE HAD SPELLED OUT THE ENTIRETY OF WHAT
11:17:51 WE'VE BEEN DOING OVER THE MANY YEARS, AND IT'S THAT
11:17:55 OPERATIONAL AUDIT COMPONENT.
11:17:59 SO THE NARRATIVE -- I'M A ROOKIE HERE.
11:18:11 YOU'LL HAVE TO BEAR WITH ME.
11:18:14 SO WHAT I DID WAS DESCRIBE THE WAY WE WORK.
11:18:36 AND ALL OF THIS IS OLD NEWS TO YOU FOLKS.
11:18:39 BUT THE WAY WE WORK IS USING A SERIES OF MASTER PLANS THAT
11:18:45 FRAME WHAT WE DO IN EACH OF THE AREAS OF OPERATIONAL
11:18:51 RESPONSIBILITY.
11:18:52 IMPORTANTLY, THE FIRST ONE THAT WE EVER DID AS A COMMUNITY
11:18:56 WAS THE STORMWATER MASTER PLAN THAT HAS BEEN INCREDIBLY
11:19:00 HELPFUL IN FRAMING HOW WE TRY TO PROTECT PROPERTY AND PEOPLE
11:19:07 DURING NATURAL DISASTERS AND HOW WE CONTROL WATER, NOT ONLY
11:19:14 STORMWATER, BUT ALSO FLOODWATERS AS WE CONDUCT OUR BUSINESS.
11:19:19 SO WE NOT ONLY HAVE THE STORMWATER MASTER PLAN, BUT FOR THE
11:19:24 BENEFIT OF THE PUBLIC, WE ALSO HAVE THE PARK AND OPEN SPACE
11:19:28 PLAN, A TRANSPORTATION PLAN, THE BIKE AND PEDESTRIAN PLAN,
11:19:32 AND THEN OUR COMPREHENSIVE PLAN AND OUR LAND DEVELOPMENT
11:19:35 CODE ON TOP OF THE STORMWATER MASTER PLAN.
11:19:39 SO WE UPDATE THESE PERIODICALLY.
11:19:43 I'LL COME BACK TO THIS, BUT THE STORMWATER MASTER PLAN IS
11:19:45 THE SUBJECT OF OUR GRANT WITH THE COMMUNITY DEVELOPMENT

11:19:50 DISASTER RECOVERY PROGRAM THAT WE TALKED ABOUT EARLIER IN
11:19:52 THE AGENDA.
11:19:54 SO THE STORMWATER MASTER PLAN HAS BEEN INSTRUMENTAL IN
11:20:07 DESIGNING FOR US AND QUANTIFYING WHERE WE HAVE STORMWATER
11:20:14 ISSUES.
11:20:15 AND THE STORMWATER MASTER PLAN -- THIS IS DIFFICULT TO DO AT
11:20:19 THE PODIUM HERE.
11:20:20 MUCH EASIER WHEN YOU ARE ONE ON ONE.
11:20:22 BUT FOR THE BENEFIT OF THE PUBLIC AND YOU FOLKS, WHAT I'M
11:20:26 REPLICATING HERE IS THE PROCESS THAT WE HAD ONE ON ONE WITH
11:20:30 THE REGIONAL ADMINISTRATOR.
11:20:31 BUT THIS STORMWATER MASTER PLAN DESCRIBING THE UNIVERSE OF
11:20:38 WHAT WE DO EXTENDS ALL THE WAY OUT TO THE FAR STRETCHES OF
11:20:45 THE COUNTY, ALL THE WAY OUT TO 82.
11:20:47 EVERYTHING SOUTH OF THE AIRPORT AND EVERYTHING EAST OF THE
11:20:51 COUNTY LINE, WHEREAS OUR BOUNDARY IS ONLY HERE OUTLINED IN
11:20:57 BLACK.
11:20:58 SO THE OUTLINE OF THE ESTERO -- THIS IS THE -- THIS IS
11:21:02 ESSENTIALLY THE ESTERO RIVER WATERSHED WHICH AFFECTS HOW THE
11:21:06 WATER FLOWS INTO AND OUT OF ESTERO.
11:21:10 IMPORTANTLY, THEN, WE HAVE EMPIRICAL DATA POINTS ALL
11:21:15 THROUGHOUT THIS WATERSHED THAT HELPS US MODEL AND PREPARE
11:21:21 FOR VARIOUS EVENTS.
11:21:22 INCLUDING HURRICANE IRMA AND HURRICANE IAN.

11:21:26 I'LL EXPLAIN THEN HOW THAT GOES INTO OUR PROCESS.

11:21:31 SO THAT'S THE BASIS OF THE STORMWATER MASTER PLAN, AND THERE
11:21:38 ARE LITERALLY HUNDREDS OF DATA POINTS THROUGH HERE THAT ARE
11:21:41 UPDATED PERIODICALLY AND WE USE A VERY COMPLICATED COMPUTER
11:21:46 MODELING SYSTEM THAT CAN PREDICT WHERE WE FLOOD, HOW WE
11:21:50 FLOOD AND SO FORTH.
11:21:51 AND THAT'S RELATIVELY RARE TO HAVE THAT LEVEL OF
11:21:59 SOPHISTICATION FOR A SMALL COMMUNITY.
11:22:01 WHAT THAT DID FOR US BACK IN 2016 AND 17 IS ALLOWED US TO
11:22:08 MODEL THE BLUE AREA, WHICH IS THE SPECIAL FLOOD HAZARD ZONE.
11:22:14 AND THEN THE RED IS THE FLOW WAY OF THE ESTERO RIVER --
11:22:21 WELL, THIS IS THE NORTH BRANCH OF THE ESTERO RIVER.
11:22:23 THIS IS THE SOUTH BRANCH, AND THIS IS HALFWAY CREEK.
11:22:26 THE BLUE AREA ARE THOSE AREAS THAT ARE PRONE TO FLOOD.
11:22:33 NOW, THIS LOOKS LIKE A LOT OF AREA HERE TO OUR EAST, BUT
11:22:37 REALIZE THAT MOST OF THAT BLUE IS IN YOUR STORMWATER PONDS
11:22:41 AND ON YOUR GOLF COURSES.
11:22:44 IT DOES NOT INCLUDE MANY OR ANY OF HABITABLE STRUCTURES
11:22:49 BECAUSE THOSE STRUCTURES WERE BUILT UP TO CODE AT FLOOD
11:22:54 ELEVATIONS PLUS ONE.
11:22:56 SO YOU DON'T SEE ANY FLOODING OUT THAT WAY.
11:23:02 PEOPLE CAN STILL GET FLOOD INSURANCE, AND MANY DO, BUT
11:23:06 THERE'S VERY LITTLE LIKELIHOOD OF ANYTHING FLOODING EVEN
11:23:14 WITH HURRICANE IRMA AND HURRICANE IAN BOTH BEING CATEGORY 4
11:23:18 STORMS HITTING US.
11:23:20 THE PLAN HERE WAS CERTAINLY VERIFIED.

11:23:25 WHAT THIS DOES HELP US DO THEN IS FIGURE OUT WHERE WE SHOULD
11:23:29 GO OUT AND PURCHASE PROPERTY.
11:23:33 THAT'S, IN FACT, WHAT WE DID IN THIS CASE IS WE -- LET ME GO
11:23:46 BACK.
11:23:47 WHAT WE DID THEN IS IDENTIFIED OVER TIME HERE WHERE WE'VE
11:23:53 GONE OUT AND PURCHASED PROPERTY.
11:23:56 I'LL GO THROUGH THIS MAP.
11:23:58 THESE ARE PARCELS THAT YOU KNOW WELL, BUT THE FIRST PROPERTY
11:24:01 THAT WE PURCHASED WAS THE 62.5 ACRES THAT WE CALL ESTERO ON
11:24:06 THE RIVER, RIGHT AT THE CORNER OF CORKSCREW AND U.S. 41.
11:24:12 THERE WERE A LOT OF REASONS TO BUY THAT PROPERTY, BUT GOING
11:24:15 BACK TO THE FOUNDATION OF OUR WORK WHERE WE HAVE THE
11:24:18 STORMWATER MASTER PLAN, THIS PROPERTY WAS ENTIRELY WITHIN
11:24:24 THE BLUE AREA, THE SPECIAL FLOOD AREA ZONE.
11:24:35 PLUS IT ALSO INCLUDED PART OF THE RED WHICH WAS THE FLOW
11:24:38 WAY.
11:24:39 NOW, IN PURCHASING THIS PROPERTY FOR $24.5 MILLION, WE ALSO
11:24:44 AVOIDED DEVELOPMENT IN THAT HAD AREA THAT HAD BEEN APPROVED
11:24:48 BY THE COUNTY WITH 300,000 SQUARE FEET OF COMMERCIAL ON THE
11:24:54 CORNER AND ABOUT 530 HOMES IN THAT AREA.

11:25:00 SO WHAT THIS IS DESCRIBING IS LOCAL ACTIONS THAT WE'RE
11:25:07 TAKING AT OUR COST WHICH HELP REDUCE OUR FUTURE RISK OF
11:25:12 FLOODING AND FUTURE EXPOSURE TO THE FLOOD INSURANCE AND THE
11:25:18 FEMA ISSUES.
11:25:19 THE SECOND PARCEL OF PROPERTY THAT WE BOUGHT IS THE

11:25:26 PRESERVE, RIVER OAKS PRESERVE.
11:25:29 THIS IS 10 ACRES.
11:25:31 THIS HAD BEEN DESIGNATED FOR 40 CONDOMINIUM UNITS ALL WITHIN
11:25:36 THE SPECIAL FLOOD AREA ZONE AND A GOOD PORTION OF THEM
11:25:42 ACTUALLY IN THE FLOODWAY.
11:25:45 SO THEY WOULD HAVE HAD TO BE BUILT IMPEDING AT THE TIME THE
11:25:51 WATERS OF THE NORTH BRANCH OF THE RIVER.
11:25:54 ANOTHER PROPERTY THAT WE JUST CLOSED ON RECENTLY IS THE 72
11:25:59 ACRES HERE THAT HAD BEEN OWNED BY THE SCHOOL DISTRICT.
11:26:03 THIS PURCHASE WAS FOR $15 MILLION.
11:26:07 AS YOU ARE AWARE THAT THE INTENT HERE IS THAT WE WOULD BUILD
11:26:11 STORMWATER PONDS TO COLLECT WATER AND REDUCE THE FLOODING
11:26:16 THAT WE HAD DURING HURRICANE IRMA THAT AFFECTED VILLAGIO,
11:26:25 COUNTRY CREEK, THE ROOKERY, AND -- I'M DRAWING A BLANK ON
11:26:34 THE OTHER COMMUNITY THERE.
11:26:35 ALL OF THOSE AREAS FLOODED -- WHICH ONE WAS IT?
11:26:42 CASCADES.
11:26:44 THANK YOU.
11:26:44 BUT THIS ONE WITH THE STORMWATER POND THEN IS ANOTHER WAY OF
11:26:50 US MITIGATING THE LONG-TERM COSTS.
11:26:52 ALSO, TO BUILD ON WHAT THE MAYOR HAD MENTIONED, WE PAID FOR
11:27:03 AN EASEMENT ALONG THE RAIL LINE NORTH OF THE RIVER, AGAIN,
11:27:06 DURING HURRICANE IRMA.
11:27:09 ALL OF THIS AREA ALONG ESTERO PARKWAY SAW SUBSTANTIAL
11:27:13 FLOODING CAUSED BY THE FACT THAT THERE WAS NO OUTFALL TO ANY

11:27:17 OF THE STORMWATER SYSTEMS WITHIN THE GATED COMMUNITIES.
11:27:20 SO WE PURCHASED THE EASEMENT ALONG THE SEMINOLE GULF RAIL
11:27:27 LINE FROM ESTERO PARKWAY DOWN TO THE RIVER AT A COST OF
11:27:29 ABOUT $150,000 INITIALLY AND EACH YEAR THEN WE HAVE TO SPEND
11:27:35 ABOUT ANOTHER $100,000 TO CLEAN OUT THAT LINE.
11:27:40 AGAIN, WHY DO WE DO THAT?
11:27:42 IT REDUCES RISK, REDUCES THE EXPOSURE THAT WE ALL HAVE AND
11:27:47 REDUCES THE POTENTIAL OF FLOODING AND COSTS THROUGH THE FEMA
11:27:52 INSURANCE PROGRAM.
11:27:53 THE OTHER PIECE THAT'S CURRENTLY IN NEGOTIATION IS A SIMILAR
11:28:00 PURCHASE OF THE RIGHT-OF-WAY OF THE SEMINOLE LINE SOUTH OF
11:28:04 THE RIVER ALONG THE RAIL LINE THAT WILL SERVE TO ALLEVIATE
11:28:11 ANY TYPE OF FLOODING SOUTH OF THAT AREA.
11:28:14 AND THAT WILL COME -- ALL OF THESE COSTS ARE ENTIRELY BORN
11:28:20 BY THE VILLAGE.
11:28:21 SO ALL OF THIS THEN TALKS ABOUT, WHAT I'VE BEEN DESCRIBING

11:28:34 IS AN OVERALL RESPONSE TO OUR APPROACH THAT LIMITS OUR RISK
11:28:42 OF A MAJOR DISASTER.
11:28:44 FEMA IS ALSO CONCERNED ABOUT HOW WE RESPONDED IMMEDIATELY
11:28:50 AFTER HURRICANE IAN.
11:28:53 AND THEY PROVIDE TWO WAYS OF RESPONDING.
11:28:56 NUMBER ONE IS WAITING FOR PEOPLE TO COME IN AND GET BUILDING
11:29:01 PERMITS AND MONITOR CLOSELY WHO IS GETTING BUILDING PERMITS.
11:29:05 THE OTHER APPROACH IS A LITTLE MORE DIRECT, DRACONIAN, BUT
11:29:12 PROBABLY FAR MORE EFFECTIVE, AND THAT'S GOING OUT AND

11:29:14 SLAPPING EVERYBODY WITH A NOTICE THAT WE KNOW THAT YOU'VE
11:29:18 HAD SOME FLOODWATERS.
11:29:20 YOU HAVE TO GET A BUILDING PERMIT AND YOUR PROPERTY IS OUT
11:29:23 OF COMPLIANCE UNTIL YOU GET YOUR PERMIT.
11:29:25 WE'VE TAKEN THE FORMER APPROACH, AND THIS IS OUTLINED IN
11:29:31 THEIR GUIDELINES.
11:29:32 WE'VE TAKEN THE FORMER APPROACH THAT WE REQUIRE EVERYONE TO
11:29:34 GET BUILDING PERMITS.
11:29:36 AND WE HAD A LITANY OF MEETINGS AND CORRESPONDENCE.
11:29:42 I THINK EACH OF YOU WHO WERE LOCAL AT THE TIME WENT OUT
11:29:44 THERE AND WERE HANDING OUT THINGS TO EVERY HOME.
11:29:48 HERE IS WATER.
11:29:48 HERE IS FOOD.
11:29:49 HERE IS A NOTICE.
11:29:50 I THINK WHAT FEMA WOULD HAVE LIKED US TO DO AND MAYBE IT IS
11:29:57 THE BETTER APPROACH, WHY WE'RE -- WHILE WE'RE OUT THERE,
11:30:01 TAKE PICTURES OF THE SITE.
11:30:02 DO AN ASSESSMENT OF THE DAMAGE ON THE PROPERTY.
11:30:05 COMPUTERIZE IT AND THEN REQUIRE PEOPLE TO COME IN AND GET
11:30:08 PERMITS.
11:30:09 IF YOU WOULD HAVE DONE THAT WHILE YOU WERE HANDING OUT FOOD
11:30:11 AND HANDING OUT WATER, THEY PROBABLY WOULD HAVE THROWN IT AT
11:30:14 YOU BECAUSE THESE WERE PEOPLE WHO WERE DRAMATICALLY IMPACTED
11:30:19 BY THE HURRICANE AND THE FLOODWATERS.
11:30:21 BUT NONETHELESS, OUR STAFF, TO THEIR CREDIT, WAS VERY, VERY

11:30:26 PROMPT AND ACTIVE OUT THERE.
11:30:28 AND THIS MAP KIND OF SHOWS WHAT WAS GOING ON.
11:30:33 I'M TRYING TO GET IN AS GREAT OF DETAIL AS I CAN, BUT JUST
11:30:44 FOR CLARIFICATION, THE MAP, THE SOUTHERN AND EASTERN
11:30:47 PORTIONS OF THE VILLAGE, WHICH ARE NEWER, YOU DON'T SEE MANY
11:30:52 DOTS.
11:30:52 THE DOTS REPRESENT BUILDING PERMITS THAT WERE REQUIRED.
11:30:56 WELL, MOST PEOPLE DIDN'T HAVE ANY DAMAGE.
11:30:59 THEIR BUILDINGS WERE UP TO CODE.
11:31:01 THEY ARE ABOVE THE FLOOR AREA ELEVATIONS THAT FLOODED, AND
11:31:07 THEY WERE BUILT AT THE FLOOD ELEVATION PLUS ONE, SO THEY
11:31:11 WOULDN'T FLOOD.

11:31:11 THE OLDER AREAS, WHICH ARE ALONG THE NORTH BRANCH OF THE
11:31:17 ESTERO RIVER AND ALSO SOME CLOSER TO ESTERO BAY WERE IN THAT
11:31:22 AREA WHERE THEY HAD SUBSTANTIAL FLOODING.
11:31:26 NOW, THE DOTS HERE REPRESENT ABOUT 3500 BUILDING PERMITS
11:31:35 THAT WERE ISSUED IN RESPONSE TO HURRICANE IAN.
11:31:39 AND IT'S A LITTLE DIFFICULT TO SEE, BUT THE 62 THAT FEMA
11:31:47 QUESTIONED WERE LARGELY IN THE LOWER STRETCHES OF THE ESTERO
11:31:51 RIVER.
11:31:52 THIS IS ESTERO RIVER HEIGHTS AT THE VERY FAR WEST END OF THE
11:31:58 ESTERO RIVER, AND YOU'LL SEE A NUMBER OF RED DOTS,
11:32:03 PARTICULARLY RIGHT ALONG THE RIVER.
11:32:06 ALSO THEN WE HAVE ESTERO BAY VILLAGE AND MARINER'S COVE THAT
11:32:13 ARE TRAILER PARKS, MOBILE HOMES, AND MANUFACTURED HOMES THAT

11:32:20 HAD A NUMBER OF DIFFERENT QUESTIONS HERE.
11:32:22 AND PART OF THE ISSUE WHEN YOU HAVE MANUFACTURED HOMES,
11:32:27 THESE ARE SEASONAL FOLKS LIVING IN A MANUFACTURED HOME WHO
11:32:33 PROBABLY SAW THE HURRICANE COMING AND GOT OUT OF HERE.
11:32:37 AND THE FACT THAT THEY LEFT MEANT THAT THEY DIDN'T HAVE TO
11:32:44 COME BACK RIGHT AFTER TO GET THEIR BUILDING PERMIT.
11:32:47 SOME OF THEM HAVEN'T BEEN BACK YET.
11:32:51 SO WE'VE BEEN MONITORING THOSE AND ISSUING NOTICES AND
11:32:58 FOLLOWING UP TO MAKE SURE THAT WE'RE DOING OUR DUE DILIGENCE
11:33:02 IN TERMS OF THE STANDARDS REQUIRED FOR THE COMMUNITY RATING
11:33:06 SYSTEM, WHICH IS THE ISSUE IN QUESTION WITH FEMA.
11:33:10 A NUMBER OF THESE OTHER AREAS, YOU'LL SEE THESE AREAS
11:33:17 BASICALLY ALONG ESTERO PARKWAY AND ALL ALONG THIS NORTHERN
11:33:21 STRETCH OF THE VILLAGE, THE NUMBER OF PERMITS HERE IS
11:33:26 EXCEPTIONAL, ALMOST 90% OF THE STRUCTURES ARE INVOLVED IN
11:33:31 SOME TYPE OF PERMIT ACTIVITY.
11:33:33 IN ADDITION, THEN, WE ALSO HAVE THE NEWER AREAS.
11:33:40 WEST BAY AND SO FORTH, WHERE IT WAS EASIER TO GET PERMITS
11:33:44 THROUGH THOSE AREAS BECAUSE THEY ARE DEALING WITH A
11:33:47 HOMEOWNERS ASSOCIATION THAT WOULD GO OUT AND BLANKET REQUEST
11:33:50 PERMITS.
11:33:51 THERE WERE REALLY VERY FEW QUESTIONS IN THOSE AREAS.
11:33:55 THIS WAS I THINK AN EYE-OPENER TO FEMA.
11:34:02 IT DESCRIBED FROM THE VERY BROAD LEVEL DOWN TO THE LOCAL
11:34:08 ISSUES AND WHAT WE WERE DOING.

11:34:09 AND THEN THE 62 RESPONSES THAT THEY HAD -- AND YOU'LL
11:34:13 REMEMBER FROM THE PAPER, THE COUNTY HAD SEVERAL HUNDRED.
11:34:17 CAPE CORAL HAD SEVERAL HUNDRED.
11:34:18 THE BIGGER COMMUNITIES, OF COURSE.
11:34:21 AND EVERYONE HAD A DIFFERENT WAY OF RESPONDING, BUT EACH OF
11:34:25 OUR COMMUNITIES WAS RESPONDING TO THE FEMA REQUEST AND THE
11:34:29 REQUIREMENTS OF THE COMMUNITY RATING SYSTEM.
11:34:31 THIS IS GREATER DETAIL ABOUT THESE AREAS, AND YOU CAN SEE

11:34:47 THE COLORED DOTS, THE RED DOTS ARE THE ONES THAT ARE -- THAT
11:34:52 WERE OF PRIMARY CONCERN.
11:34:54 THE OTHER NOTE THAT WE MADE TO FEMA, AND YOU'LL ALL RECALL
11:34:58 THIS, IS THAT WE CERTAINLY DIDN'T LOOK AT FEMA AS OUR
11:35:05 ANTAGONIST IN ALL OF THIS.
11:35:07 WE PARTNERED WITH FEMA AND LET THEM USE OUR VILLAGE HALL,
11:35:12 THIS ROOM AS THE DISASTER RECOVERY CENTER.
11:35:16 SO THE WHOLE IDEA HERE WAS THE DISASTER RECOVERY CENTER WAS
11:35:21 RIGHT ACROSS FROM THE PERMITTING CENTER.
11:35:25 AS YOU LEFT THIS ROOM, GETTING INFORMATION FROM FEMA, YOU
11:35:33 HAD TO RUN THE GAUNTLET OF THE PERMITTING OPERATION RIGHT
11:35:36 ACROSS THE WAY.
11:35:37 EVERYBODY HERE WAS -- THE FEMA STAFF AND OUR STAFF WAS
11:35:43 COACHED, GET YOUR PERMITS.
11:35:45 SO THAT WAS THE CRITICAL THING.
11:35:48 GET YOUR PERMITS.
11:35:49 AND A LOT OF PEOPLE DID NOT GET PERMITS RIGHT AWAY, BUT THEY

11:35:54 CAME IN AND ALL GOT THEIR PERMITS AT SOME POINT.
11:35:59 AGAIN, SOME PEOPLE STILL HAVE NOT GOTTEN PERMITS BECAUSE
11:36:02 THEY HAVEN'T DONE ANY WORK.
11:36:04 IN SOME CASES THEY ARE DEFERRING ANY WORK ON THEIR HOUSE
11:36:08 BECAUSE OF THE COST, BECAUSE OF QUESTIONS ABOUT WHAT THEY
11:36:10 ARE GOING TO DO OR WHATEVER PERSONAL REASON THEY HAVE.
11:36:15 IN DESCRIBING ALSO TO FEMA WHAT OUR APPROACH IS GOING
11:36:33 FORWARD, AGAIN, OUR EFFORTS HERE ARE TO TRY TO MITIGATE THE
11:36:40 EFFECTS OF A HURRICANE OR ANY OTHER MAJOR EVENT ON OUR
11:36:45 NEIGHBORS.
11:36:46 AND YOU'RE WELL AWARE OF THIS, BUT THIS IS A MAP THAT SHOWS
11:36:52 ALL OF OUR SEPTIC TO SEWER PROGRAM.
11:36:56 THIS PROGRAM STARTED OUT ABOUT FOUR YEARS AGO WHERE WE HAD A
11:37:03 MASTER STUDY OF THE WHOLE COMMUNITY, AND WE IDENTIFIED 14
11:37:07 NEIGHBORHOODS AND ALL OF THE NEIGHBORHOODS HERE ARE IN
11:37:10 YELLOW OR IN WHITE.
11:37:13 14 NEIGHBORHOODS THAT STILL HAVE SEPTIC SYSTEMS AND IN MANY
11:37:19 OF THEM, THEY STILL HAVE WELL WATER.
11:37:21 SO WHEN YOU HAVE A HURRICANE AND STORMWATER FLOODING, IF
11:37:25 THAT WATER GETS INTO YOUR WELL OR INTO YOUR SEPTIC SYSTEM,
11:37:30 IT BECOMES A MAJOR EXPENSE THAT THE INSURANCE HAS TO COVER
11:37:36 BECAUSE YOU CAN'T LIVE IN THE HOUSE.
11:37:38 YOU HAVE NO WATER.
11:37:39 YOU HAVE NO SEWER.
11:37:40 WELL, AS YOU WELL KNOW, WHAT WE'VE DONE IS IDENTIFIED OF THE

11:37:45 14, 12 PROJECTS THAT ARE MOVING FORWARD IN VARIOUS STAGES OF
11:37:51 DESIGN OR APPROVAL THAT REBUILD ALL OF THESE NEIGHBORHOODS
11:37:59 WITH WATER, SEWER, AND NEW ROADS AFTER WE TEAR UP THE
11:38:03 RIGHT-OF-WAY.

11:38:04 AND THESE INCLUDE LITERALLY -- WE'LL GO THROUGH THE WHOLE
11:38:12 LIST.
11:38:12 THE ONLY ONES WE DO NOT HAVE IN THE PIPELINE IS THAT AREA
11:38:17 ALONG RIVER RANCH BY THE HIGH SCHOOL WHERE THEY HAVE WATER,
11:38:23 BUT THEY STILL HAVE SEPTIC SYSTEMS.
11:38:25 THE REASON THAT'S NOT INCLUDED IS THAT THIS AREA IS REALLY
11:38:30 NOT TOUCHING THE RIVER AND IS A LOWER RISK OF POLLUTING THE
11:38:38 RIVER AND A LOWER RISK OF BEING INUNDATED BY FLOODWATERS.
11:38:42 THE OTHER PROJECT IS TANGLEWOOD, AND THAT'S THE PROJECT
11:38:48 WHERE THERE'S -- IT'S A PRIVATE ROAD AND THERE'S STRONG
11:38:53 DISAGREEMENT AMONG THE NEIGHBORS WHETHER THEY EVEN WANT THIS
11:38:56 TO HAPPEN.
11:38:57 SO WE PUSHED THOSE TO THE BACK AND WE'LL GET TO THAT AT SOME
11:39:02 POINT.
11:39:02 BUT THE OTHER GEOGRAPHIC AREAS ARE FAR MORE IMPORTANT.
11:39:07 THE PROJECTS THAT YOU'RE GOING TO SEE IN SEPTEMBER, IN FACT,
11:39:10 ARE CYPRESS BEND, SUNNY GROVES, WHICH IS RIGHT ON U.S. 41,
11:39:17 AND THEN THE OTHERS ON THE WEST SIDE OF BROADWAY WILL COME
11:39:23 TO YOU IN THE FOURTH QUARTER AS WELL FOR COMPLETE APPROVALS.
11:39:31 THESE PROJECTS WILL BE WELL UNDERWAY IN THE NEXT THREE TO
11:39:34 FOUR MONTHS.

11:39:35 ALSO, AS WE EXPLAINED THIS TO THE FEMA STAFF, WE DESCRIBED
11:39:49 ACTUALLY -- THESE ARE EXCERPTS FROM YOUR CAPITAL IMPROVEMENT
11:39:52 PROGRAM WHERE WE JUST DIDN'T HAVE A MAP THAT SHOWED, YOU
11:39:57 KNOW, THE AREAS, BUT WE ACTUALLY SHOWED THE DOLLAR AMOUNTS
11:40:02 THAT WERE ALLOCATED FOR EACH PROJECT SO THAT THEY KNEW THAT
11:40:10 WE WEREN'T JUST MAKING UP A STORY.
11:40:12 THESE ARE ACTUALLY PAGES 7 AND 8 OUT OF YOUR 10-PAGE CAPITAL
11:40:18 IMPROVEMENT PROGRAM.
11:40:19 BORING TO YOU.
11:40:20 YOU'VE SEEN IT DOZENS OF TIMES, BUT THEY HAD NOT SEEN THIS
11:40:23 KIND OF INFORMATION.
11:40:24 THE OTHER THING THAT WE EXPLAINED IS THAT -- IT'S NOT GOING
11:40:45 INTO DETAIL.
11:40:46 OPERATOR ERROR.
11:40:49 SORRY.
11:40:49 I MUST HAVE REALLY MESSED IT UP.
11:41:15 I WAS HOPING TO GET INTO SOME OF THE DETAILS.
11:41:17 BUT GOING BACK TO THE PROPERTIES THAT WE PURCHASED, WE HAD A
11:41:21 TWO-PAGE SUMMARY.
11:41:22 AND THIS IS IN YOUR PACKET.
11:41:24 THAT DESCRIBED THE ACTUAL DATE THAT WE ACQUIRED THE
11:41:28 PROPERTIES, THE COST, AND HOW MANY PARCELS, HOW MANY
11:41:33 DEVELOPMENTS OR BUILDING UNITS WE TOOK OUT OF THE
11:41:37 DEVELOPMENT CYCLE AS A RESULT OF OUR ACQUISITION.
11:41:42 SO ESTERO ON THE RIVER, 24.5 MILLION.

11:41:44 REDUCTION OF A CONSIDERABLE AMOUNT OF COMMERCIAL SPACE AND
11:41:51 530 RESIDENTIAL HOUSING UNITS.
11:41:56 RIVER OAKS PRESERVE, 1.2 MILLION FOR TEN ACRES, REDUCING BY
11:42:02 40 THE NUMBER OF UNITS THAT WOULD HAVE BEEN IN THE
11:42:04 FLOODPLAIN.
11:42:05 THE SEMINOLE RAILROAD COST, 238, ONE TIME COST AND ANNUAL
11:42:11 MAINTENANCE OF $100,000.
11:42:12 THE THREE OAKS PARKWAY RETENTION AREA ACQUIRED IN FEBRUARY
11:42:18 OF 23 FOR 15 MILLION.
11:42:21 REMOVING FROM THE DEVELOPMENT CYCLE ABOUT 500 OR MORE UNITS
11:42:26 THAT COULD HAVE BEEN PUT ON THAT PROPERTY.
11:42:28 SO ALL TOTAL THEN, THE AMOUNTS WERE ABOUT 140 -- WHERE AM I
11:42:39 AT HERE?
11:42:40 ALL TOTALED THEN, WE HAVE APPROXIMATELY 145 ACRES ACQUIRED
11:42:54 AT A COST LOCALLY OF $40.7 MILLION.
11:43:00 AND THIS WAS ALL PAID FOR BY LOCAL TAXES OUT OF YOUR BUDGET.
11:43:05 SO AS WE'RE REDUCING OUR BUDGET, WE HAVE SPENT $41 MILLION
11:43:10 TO ADDRESS THESE ISSUES.
11:43:14 YOU'RE ALSO GOING TO BE SPENDING THEN IF YOU LOOK AT THE
11:43:16 SEPTIC TO SEWER PROGRAM TO REDUCE RISK, THAT REPRESENTS
11:43:19 ABOUT $36 MILLION OF INVESTMENT THAT'S TEED UP AND ON YOUR
11:43:27 WORK PLAN THAT I'VE ALREADY DESCRIBED.
11:43:29 SO COMBINED, THE PRESENTATION TO FEMA DESCRIBED THE UNIVERSE
11:43:39 AS THEY REQUESTED, THE BIG PICTURE.
11:43:41 AND THEN BORING DOWN INTO THE VERY DETAILS, DOWN TO THE

11:43:45 SPECIFIC HOME.
11:43:48 AND THE MAP WITH ALL THE DOTS SHOWED THE RESPONSES.
11:43:50 I'M MAKING THIS PRESENTATION IN THE SPIRIT OF FULL
11:43:57 TRANSPARENCY.
11:43:59 OUR LETTERS TO FEMA, OUR NARRATIVE WERE ALL POSTED ONLINE
11:44:05 BACK ON JUNE 7th, THE DAY THAT YOU FOLKS GOT THEM, WELL IN
11:44:11 ADVANCE OF THE JUNE 10th.
11:44:13 THERE WERE NO SURPRISES IN THAT FEMA HAD A FULL SET OF
11:44:17 INFORMATION PRIOR TO THAT.
11:44:19 ALONG WITH THE NARRATIVE THAT'S ABOUT 22 PAGES LONG, THERE
11:44:23 WAS BACKUPS THAT WERE SEVERAL HUNDRED PAGES LONG THAT I
11:44:30 WON'T GO THROUGH ALL THE DETAILS WITH YOU HERE.
11:44:34 BUT THEN WHEN WE MET WITH THE REGIONAL DIRECTOR UP IN THEIR
11:44:38 GATEWAY OFFICE, WE WENT THROUGH ALL OF THESE MAPS IN GREAT
11:44:43 DETAIL AND SUMMARIZED EVERYTHING DOWN TO THE DETAILS.
11:44:46 SO WE HAVE TAKEN, LIKE I SAID, TAKEN THE APPROACH THAT WE'RE
11:44:52 NOT ADVERSARIAL WITH FEMA.
11:44:56 WE THINK THAT WE UNDERSTAND WHY THEY ARE DOING WHAT THEY ARE
11:44:59 DOING.
11:45:00 WE THINK THEY WERE UNAWARE OF SOME OF THE THINGS THAT WE
11:45:05 WERE INVOLVED IN, AND WE'VE TOLD THEM IN NO UNCERTAIN TERMS
11:45:10 THAT WE STRONGLY DISAGREE WITH ANY RETROGRADE THAT THEY MAY

11:45:15 CONSIDER.
11:45:15 IF WE GO THROUGH ALL OF THIS AND WE LOSE OUR CRS RATING, WE
11:45:26 HAVE BEEN TOLD THAT IT PROBABLY WILL BE ONLY FOR A YEAR AND

11:45:29 THEN YOU COME BACK INTO THE PROGRAM.
11:45:32 BUT THE QUESTION IS, HOW MUCH DO WE THINK WE WOULD -- THE
11:45:36 COMMUNITY WOULD LOSE?
11:45:38 AND THIS WAS GIVEN TO US BY FEMA TO ONE OF OUR STAFF
11:45:46 MEMBERS.
11:45:46 I WOULD SAY THAT AT THIS POINT IT DOESN'T -- IT LOOKS LIKE
11:45:49 IT'S NOT CORRECT INFORMATION.
11:45:51 AGAIN THIS IS THE CRS CLASS.
11:45:57 IF WE ARE AT A CLASS 6, IT'S HARD TO READ ON THIS, BUT WHAT
11:46:05 IT SAYS IS THAT THE TOTAL THAT WE WOULD SAVE WOULD BE ABOUT
11:46:12 -- OUR RESIDENTS WOULD SAVE WOULD BE ABOUT $96,000.
11:46:16 SO THAT WE HAVE NOT BEEN ABLE TO VERIFY THIS, BUT WHEN WE
11:46:24 GET THIS CLEAR, WE WILL POST THIS TO THE WEBSITE AS WELL.
11:46:29 THIS IS THE BEST DATA THAT WE HAVE.
11:46:31 WE SUBMITTED OUR REPORTS ON JUNE 10th AND ON JUNE 11 WE
11:46:37 GOT THIS REPORT.
11:46:39 SO IT WAS AFTER THE RESPONDING DEADLINE.
11:46:41 IT SEEMS LIKE IT IS A VERY LIMITED AMOUNT OF SAVINGS FOR OUR
11:46:46 RESIDENTS, PARTICULARLY FOR THE AMOUNT OF INVESTMENT THAT
11:46:51 WE'RE MAKING AS A COMMUNITY, NOT ONLY IN AGGREGATE 41
11:46:55 MILLION PLUS 36 MILLION PLUS THE EFFORTS OF OUR STAFF, BUT
11:47:00 WE'LL TRY TO UPDATE THIS AS BEST WE CAN.
11:47:02 THE WRITTEN MATERIALS, THE MAPS, AND EVERYTHING IS ON THE
11:47:08 WEBSITE.
11:47:09 I'M STANDING HERE TO TRY TO REPLICATE THE BEST I CAN WHAT WE

11:47:14 DID KIND OF ONE ON ONE OVER THE TABLE.
11:47:16 THIS PRESENTATION WILL BE ON THE WEBSITE AGAIN SO THE
11:47:20 COMMUNITY KNOWS WHAT WE'VE DONE TO RESPOND, AND, AGAIN,
11:47:24 WE'VE GOTTEN -- BEEN A GOOD RELATIONSHIP DESPITE THE FACT
11:47:29 THAT WE'VE TAKEN IT VERY SERIOUSLY AND STRONGLY OBJECT TO
11:47:33 THEIR OPINIONS.
11:47:35 BUT NONETHELESS, THEY ARE TRYING TO DO THE JOB THAT WE
11:47:39 UNDERSTAND FOR THE FEDERAL GOVERNMENT.
11:47:40 AND WE'RE TRYING TO DO THE BEST WE CAN FOR LOCAL RESIDENTS.
11:47:43 THAT'S IT IN A NUTSHELL.
11:47:47 I THINK THAT OUR EFFORTS OVER THE YEARS SINCE WE'VE
11:47:53 INCORPORATED DEMONSTRATE AN INCREDIBLE RESPONSE TO
11:47:59 CONTROLLING GROWTH AND LIMITING IMPACTS IN THE SPECIAL FLOOD
11:48:04 HAZARDS.
11:48:05 >>Mayor McLain: THANK YOU, STEVE.
11:48:07 LET ME JUST ECHO A LITTLE BIT ON THAT ALSO, WE DIDN'T WAKE
11:48:10 UP AFTER IAN AND SAY, HEY, WE'VE GOT TO TAKE PROACTIVE
11:48:14 MEASURES IN THERE.

11:48:16 THE REAL ISSUE THAT YOU STARTED OUT OUR STORMWATER MASTER
11:48:20 PLAN WAS AND CONTINUES TO BE OUR DIRECTION WHICH WE CONTINUE
11:48:25 TO TRY TO MAKE IMPROVEMENTS FOR THAT.
11:48:27 THIS IS A COMPLEX SUBJECT WITH FEMA ASKING ABOUT INDIVIDUAL
11:48:32 CLAIMS IN THERE.
11:48:33 BUT I THINK OUR CITIZENS NEED TO KNOW THAT THE VILLAGE HAS
11:48:36 BEEN PROACTIVE UNDER YOUR LEADERSHIP, PREVIOUS COUNCILS AND

11:48:41 THE CURRENT COUNCIL TO MAKE SURE THAT WE ARE TAKING THE
11:48:44 APPROPRIATE STEPS WHEN ANOTHER HURRICANE COMES, WHICH IS
11:48:49 PROBABLY GOING TO HAPPEN THAT WE'VE GOT STEPS IN PLACE THAT
11:48:51 WE'VE TAKEN PREVIOUSLY, WHICH IS GOING TO MINIMIZE THE
11:48:54 POTENTIAL FOR FLOODING AND THE LIKE.
11:48:58 THERE ARE LESSONS LEARNED THERE.
11:48:59 WE ARE CLOSER TO WHAT FEMA IS EXPECTING.
11:49:06 UNDER STEVE'S LEADERSHIP, I THINK WE'LL TAKE SOME PROACTIVE
11:49:10 STATEMENTS AND ACTIONS TO MAKE SURE THAT ANY FUTURE DAMAGES
11:49:15 ARE TAKEN CARE OF.
11:49:17 >>Steven Sarkozy: MAYOR, THAT'S A GOOD POINT.
11:49:18 I WOULD ALSO -- IT'S NOT JUST STAFF, BUT WITH US TODAY IS
11:49:24 THE ENGAGE ESTERO GROUP.
11:49:26 IF YOU'LL RECALL AFTER HURRICANE IAN, THEY HELPED US HOST
11:49:33 WHAT WOULD BE CALLED THE BARBEQUE OUT THERE ON EAST
11:49:35 BROADWAY, WHERE WE HAD LITERALLY HUNDREDS OF PEOPLE.
11:49:39 IT WAS PUT OUT THERE BECAUSE PEOPLE COULD WALK TO IT.
11:49:43 IF THEIR PLACE WAS FLOODED, DIDN'T HAVE A CAR, THEY HAD TO
11:49:47 WALK TO GET INFORMATION, FEMA WAS THERE.
11:49:50 WE WERE OUT THERE HANDING OUT ALL KINDS OF BROCHURES ABOUT
11:49:53 GETTING PERMITS, HOW TO GET HELP.
11:49:57 AND ALL OF OUR CHURCHES WERE OUT THERE COORDINATING.
11:50:00 THERE WERE TONS OF PEOPLE OUT COORDINATING.
11:50:03 SEMITRUCKS FULL OF FOOD THAT CAME IN FROM AS FAR AWAY AS
11:50:10 COLLIER COUNTY AND SEVERAL OF THE CHURCHES DOWN THERE

11:50:13 EMBRACED THIS WHOLE AREA.
11:50:14 IT WAS A COMMUNITYWIDE RESPONSE.
11:50:20 THE FIRST EFFORT THAT WE HAD WAS HELPING PEOPLE IN THAT
11:50:24 RECOVERY PROCESS.
11:50:26 WE WEREN'T OUT SLAPPING NOTICES ON THEIR DOORS THAT THEY HAD
11:50:34 TO GET PERMITS.
11:50:34 BUT EVERY OTHER WORD WAS GET YOUR PERMIT.
11:50:36 BUT AT THE SAME TIME, WE WERE TRYING TO BE COMPASSIONATE IN
11:50:40 OUR RESPONSE TO PEOPLE WHO IN MANY CASES LOST A LOT.
11:50:42 >>Mayor McLain: THANK YOU.
11:50:43 ANY QUESTIONS FROM COUNCIL OR COMMENTS?
11:50:47 >>George Zalucki: STEVE, THANK YOU VERY MUCH FOR THIS
11:50:48 PRESENTATION.
11:50:49 IT'S VERY COMPLETE AND COMPREHENSIVE.

11:50:51 OBVIOUSLY, YOU DID A LOT OF WORK HERE.
11:50:55 I THINK I SPEAK ON BEHALF OF MY COLLEAGUES.
11:50:57 THANK YOU VERY MUCH FOR ALL OF THAT.
11:50:58 OF COURSE, THERE ARE MANY LESSONS LEARNED.
11:51:00 I KNOW WE WILL BE MUCH WELL PREPARED IN THE FUTURE BECAUSE
11:51:04 IT IS A MATTER OF WHEN THE NEXT INCIDENT HAPPENS.
11:51:08 I JUST WANT TO COMMEND YOU ON A JOB WELL DONE.
11:51:11 THANK YOU FOR REPRESENTING THE VILLAGE.
11:51:14 I ALWAYS SAID WHEN IT COMES TO THE TIMING, JUNE 10 WAS THE
11:51:17 DEADLINE, YOU DON'T GET ANY EXTRA CREDIT FOR HANDING YOUR
11:51:19 HOMEWORK IN EARLY.

11:51:21 THANK YOU FOR TAKING THE TIME TO SUBMIT THE PROPER DOCUMENTS
11:51:24 IN A TIMELY FASHION YET VERY COMPLETE.
11:51:28 THANK YOU.
11:51:28 >>Steven Sarkozy: WELL, THANK YOU FOR SAYING THAT.
11:51:30 BUT, OF COURSE, THE THANKS GOES TO STAFF WHO WERE DOING THE
11:51:33 LION'S SHARE OF ALL THIS.
11:51:35 WORKING WEEKENDS AND WELL INTO THE EVENING ALMOST EVERY
11:51:39 NIGHT FOR THREE OR FOUR MONTHS.
11:51:43 >>Mayor McLain: THANK YOU.
11:51:44 ANY OTHER QUESTIONS FROM COUNCIL?
11:51:45 I WOULD JUST LIKE TO SAY DURING THIS WHOLE PROCESS, I'VE
11:51:50 BEEN CONNECTED WITH STEVE AND CALLING HIM NUMEROUS TIMES TO
11:51:54 MAKE SURE WE WERE GOING TO MAKE THAT JUNE 10 DEADLINE.
11:51:59 HE ASSURED ME AND WE DID.
11:52:02 WE DIDN'T WAVE ANY FLAGS WHEN WE WERE POSTING OUR BUNDLES OF
11:52:07 FOLKS IN THERE, BUT WE HAVE ACCOMPLISHED AT LEAST THE FIRST
11:52:10 STEP.
11:52:11 WE'VE DONE A THOROUGH EVALUATION.
11:52:13 WE'VE HAD THE CONSTANT COMMUNICATION WITH FEMA AND MAKE SURE
11:52:17 THAT THE BATCHES THAT WE'RE SENDING IN ARE MEETING THEIR
11:52:21 EXPECTATIONS.
11:52:22 SO WE'RE HOPEFUL THAT THEY WILL MAKE A POSITIVE DECISION ON
11:52:28 ALLOWING US TO MAINTAIN OUR CURRENT 20% DEDUCTION.
11:52:32 THERE'S NO GUARANTEES TO THAT, BUT WE'RE GOING TO HOPE.
11:52:37 AND THEY HAVE, MY UNDERSTANDING, STEVE, IS THEY HAVE 30 DAYS

11:52:42 TO RESPOND BACK TO US FROM JUNE 10.
11:52:45 SO JULY 10, WE SHOULD HOPEFULLY HEAR SOMETHING FROM THEM.
11:52:51 I DON'T KNOW IF WE'LL HAVE A CHANCE TO -- HOPEFULLY IT'S
11:52:54 POSITIVE INFORMATION, BUT HOPEFULLY WE HAVE SOME REBUTTAL
11:52:57 AND OCTOBER 1st WILL BE THE DECISION AS TO WHAT THEY ARE
11:53:03 GOING TO DO.
11:53:04 I'M NOT SURE WHAT HAPPENS ON JULY 10.
11:53:06 WE'LL GET SOME COMMUNICATION OF SOME TYPE.
11:53:09 I WANT TO THANK YOU AND ALL OF THE STAFF.
11:53:12 STANLEY IS HERE, BUT ROBERT IS I THINK OUT ON VACATION.

11:53:19 I KNOW FOR A FACT THAT HE AND MATT AND STANLEY, NUMEROUS
11:53:23 HOURS WITH A SMALL VILLAGE THAT WE HAVE, THEY DID A
11:53:27 HERCULEAN EFFORT TO PUT THIS TOGETHER IN A VERY POSITIVE
11:53:31 WAY.
11:53:32 I'VE SEEN SOME OF THOSE.
11:53:35 IT'S HARD TO LOOK AT THE AMOUNT OF EFFORT THAT THEY PUT IN
11:53:40 THERE.
11:53:41 HOPEFULLY IT'S GOING TO BE POSITIVE FOR US.
11:53:42 >>Steven Sarkozy: WELL, AND REALLY DEMONSTRATES THE ONGOING
11:53:45 COMMITMENT BY THE VILLAGE AND THE VILLAGE COUNCIL TO
11:53:48 IMPLEMENTING THE MASTER PLAN AND STEPPING UP TO A LOT OF
11:53:52 MONEY.
11:53:54 $41 MILLION.
11:53:55 ALL LOCAL TAXES.
11:53:56 NO GRANTS.

11:53:57 TO REDUCE THE IMPACT.
11:54:01 THEN BEING MORE PROACTIVE ON THE SEPTIC TO SEWER WHICH TAKES
11:54:06 THOSE PEOPLE OUT OF A MAJOR HAZARD THAT WOULD MAKE THEIR
11:54:12 HOUSE UNLIVABLE IF THEY GET ANOTHER EVENT.
11:54:15 SO WE'RE NOT DONE.
11:54:16 WE'RE DOING THIS AS A CONSTANT IMPROVEMENT.
11:54:19 THE SAME CAN BE SAID FOR OUR DAY-AFTER RESPONSE.
11:54:23 WE'RE CONSTANTLY LOOKING FOR WAYS TO IMPROVE THAT.
11:54:27 AND JUST TO ADD A LITTLE BIT THERE, YOU'VE AUTHORIZED US TO
11:54:32 UPDATE THE SOFTWARE SYSTEM FOR BUILDING INSPECTIONS AND
11:54:36 PERMITTING.
11:54:38 THAT WILL BE HUGELY HELPFUL BECAUSE WE'LL BE ABLE TO
11:54:42 CORRELATE THE FLOOR AREA ELEVATIONS AND THE ADDRESS AND ALL
11:54:46 OF THE INFORMATION INSTEAD OF BEING IN SEPARATE FILES
11:54:50 ELSEWHERE WILL BE RIGHT AVAILABLE FOR US AND FEMA TO LOOK
11:54:53 AT.
11:54:53 WE'RE CONSTANTLY MAKING IMPROVEMENTS TO THE SYSTEM, AND WE
11:55:02 WELCOME THAT PARTNERSHIP BECAUSE WE'RE ALL TRYING TO DO THE
11:55:07 RIGHT THING.
11:55:07 >>Mayor McLain: THANK YOU, STEVE.
11:55:09 VICE-MAYOR.
11:55:10 >>Vice-Mayor Ribble: STEVE, SPEAKING OF THE PARTNERSHIP WITH
11:55:12 FEMA, DO YOU SEE ANY INDICATION FROM FEMA THAT THEY MIGHT
11:55:17 PROVIDE BETTER DIRECTION OR CHANGES IN ANY TYPE OF POLICY
11:55:21 THAT MIGHT BETTER AFFECT MUNICIPALITIES SO THIS DOESN'T

11:55:25 HAPPEN IN THE FUTURE?
11:55:26 >>Steven Sarkozy: YEAH, THAT'S WHAT WE'VE SAID TO THEM.
11:55:29 IT'S A GOOD QUESTION.
11:55:29 BECAUSE IF THEY REALLY WANTED TO BE PRESCRIPTIVE, THEY WOULD
11:55:33 CHANGE THEIR MANUAL TO SAY THOU SHALL DO THIS.
11:55:36 THEY DIDN'T DO THAT.

11:55:37 THEY LEFT IT FLEXIBLE.
11:55:38 SO PROVIDING THAT FLEXIBILITY TO OUR RESIDENTS PUT US INTO
11:55:46 THE SITUATION.
11:55:48 WE'RE WORKING WITH THEM AS WE LOOK AT THE CRS SYSTEM AND,
11:55:56 FRANKLY, I THINK IF THERE IS AN ERROR WE HAVE NOT BEEN
11:56:00 ASKING FOR IMPROVEMENTS IN OUR CRS CREDIT RATING BASED ON
11:56:06 $41 MILLION OF INVESTMENT, BASED ON $36 MILLION OF
11:56:09 IMPROVEMENTS, INFRASTRUCTURE IMPROVEMENTS.
11:56:13 BUT THERE ARE THINGS THAT WE CAN DO.
11:56:17 AND WHAT WE'RE THINKING OF DOING HERE, YOU'VE GOT THAT
11:56:21 $450,000 GRANT FROM THE FEDS THAT IS FOR THE UPDATE OF THE
11:56:28 MASTER PLAN.
11:56:30 WE MAY BE ABLE TO USE SOME OF THAT TO ACTUALLY GO OUT AND DO
11:56:34 FLOOR AREA ASSESSMENTS ON ALL OF THE PROPERTIES THAT ARE IN
11:56:37 THE SPECIAL FLOOD ZONE AND BE ABLE TO KNOW IN ADVANCE IF THE
11:56:43 FLOODWATERS COME UP 10.5 FEET, EVERYBODY THAT'S 10.5 FEET OR
11:56:49 BELOW MAY HAVE WATER.
11:56:51 SO GIVE THEM A NOTICE.
11:56:52 SO WE'RE STRUGGLING BETWEEN A VERY HARSH, HARD RESPONSE THAT

11:57:07 PROTECTS THE FEDERAL TAX MONEY VERSUS OUR RESPONSE RIGHT
11:57:13 AFTER THE STORM TO PROTECT THE HEALTH AND SAFETY OF PEOPLE
11:57:19 WHO MAY HAVE LOST A LOT AND HAVE BEEN DEEPLY IMPACTED.
11:57:23 SO WE'RE CONSTANTLY TRYING TO IMPROVE THAT.
11:57:28 WE WERE GIVING UBER RIDES FOR PEOPLE WHO LOST THEIR CARS AND
11:57:34 COULDN'T GET HERE DUE TO AGE AND TO GET TO THE DISASTER
11:57:38 RECOVERY CENTER IN THIS ROOM.
11:57:40 THAT WAS A BIG WEAKNESS THAT WE COULDN'T GET PEOPLE HERE TO
11:57:47 ACCESS FEMA.
11:57:48 >>Vice-Mayor Ribble: THAT'S TRUE.
11:57:49 IT WAS VERY DIFFICULT.
11:57:50 >>Steven Sarkozy: I APPLAUD COUNCIL.
11:57:53 AFTER IAN, YOU FOLKS WERE OUT THERE KNOCKING ON DOORS.
11:57:57 YOU WERE AT EVERY LOCATION.
11:58:00 THAT IS INCREDIBLY HELPFUL.
11:58:02 OURS WAS TRULY A LOCAL RESPONSE BECAUSE WE KNEW THE
11:58:09 NEIGHBORS AND WE'RE NOT THAT BIG THAT --
11:58:13 >>Mayor McLain: IN ALL REGARDS, WRAPPING THAT UP MAYBE, OUR
11:58:17 AGENDA ITEM TODAY WAS 13A ON THE VILLAGE OF ESTERO EMERGENCY
11:58:20 RESPONSE PLAN.
11:58:22 SO THAT'S REALLY IMPORTANT FOR US TO DO OUR DUE DILIGENCE,
11:58:25 TO MAKE SURE THAT WE AGREE WITH WHAT'S IN THE DRAFT PLAN AT
11:58:29 THIS POINT AND MAKE IT AS VISIBLE AND AS CONSTRUCTIVE AS WE
11:58:35 CAN BE AFTER A SIGNIFICANT DISASTER LIKE THIS.
11:58:38 THERE IS EMOTION INVOLVED IN THAT.

11:58:42 IF YOU HAVE A PLAN, I THINK WE CAN HANDLE THAT EMOTION AND
11:58:45 GET PEOPLE BACK ON THEIR FEET AS QUICKLY AS POSSIBLE.

11:58:48 I THINK STEVE HAS LAID OUT PAST PERFORMANCE AND WHAT WE'RE
11:58:52 GOING FORWARD IN THE FUTURE.
11:58:53 ALL WE CAN DO IS HOPE WE CAN AVOID THESE HURRICANES IN THE
11:58:58 NEAR FUTURE.
11:58:59 THANK YOU, STEVE, FOR ALL YOUR EFFORT ON PUTTING THIS
11:59:03 TOGETHER AND ALL YOUR STAFF, THANK THEM FOR THE AMOUNT OF
11:59:06 DILIGENCE THEY PUT INTO THIS WHOLE PROGRAM.
11:59:10 >>Carol Sacco: MAYOR, WE HAVE NO PUBLIC COMMENT OR
11:59:12 E-COMMENTS.
11:59:13 >>Mayor McLain: I WAS JUST GOING TO ASK YOU.
11:59:16 BARRING NO COMMENTS, I WILL FOR A MOTION TO ADJOURN.
11:59:21 >>Rafael Lopez: MAYOR, CAN I SAY ONE MORE THING?
11:59:24 WE TOTALLY FORGOT -- I KNOW THIS IS OUT OF PLACE ON THE
11:59:27 AGENDA, BUT WE TOTALLY FORGOT TO MENTION THAT KEVIN
11:59:31 GREENVILLE GRADUATED FROM LEADERSHIP ESTERO CLASS OF 2024,
11:59:36 AND WE ALL ATTENDED THE CHAMBER OF COMMERCE AWARD CEREMONY.
11:59:40 WE FAILED TO MENTION THAT EARLIER.
11:59:44 I WANTED TO CONGRATULATE KEVIN.
11:59:46 >>Mayor McLain: I'LL TAKE THAT MOTION TO ADJOURN.
11:59:49 COUNCILMAN FIESEL MADE THE MOTION, SECONDED BY COUNCILMAN
11:59:52 ZALUCKI.
11:59:53 [SOUNDING GAVEL]

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

THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *the hard work, dedication, sportsmanship, talent, and exceptional Florida Everblades team chemistry won the 2024 Kelly Cup championship on Saturday night right inside their home Hertz Arena with a 4-3 win in overtime over the Kansas City Mavericks; and*

WHEREAS, *The Florida Everblades becomes the first team in the ECHL's 36-year history to win three consecutive titles, while the club's fourth overall championship (2012, 2022, 2023, 2024) sets a new League record; The Everblades appearing in the Kelly Cup Finals for the seventh time, which also established a new ECHL record; and*

WHEREAS, *the Florida Everblades celebrated its 36th season in 2023-24, the ECHL is the Premier 'AA' Hockey League and is the third-longest tenured professional hockey league behind only the National Hockey League and the American Hockey League 2; and*

WHEREAS, *since their inception in 1998, the Florida Everblades have established a reputation as one of the premier organizations in the ECHL; and*

NOW, THEREFORE, *I, Jon McLain, Mayor of the Village of Estero, Lee County, Florida, offer the Village of Estero's heartiest congratulations to the Everblades for the Kelly Cup championship.*

IN WITNESS THEREOF, *I Jon McLain, Mayor of the Village of Estero, Lee County, Florida, do hereby proclaim that the Village recognizes, and we are very proud of the Florida Everblades team outstanding accomplishment of winning the 2024 Kelly Cup championship.*

I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 19th day of June 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

June 5, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kyle Strom Ocean Church

PLEDGE OF ALLEGIANCE
Led by Vice Mayor Ribble.

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

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

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Fayhee

Action: Approved agenda.

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

Abstentions:

3. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

4. CONSENT AGENDA

(a) May 15, 2024 Village Council Meeting Minutes
(b) Financial Report for Month ended February 2024
Financial Report for Month ended March 2024
Financial Report for Month ended April 2024

Motion: Motion to approve consent agenda.
.

Motion by: Councilmember Fiesel
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) Utility Extension Program (Cypress Bend, Sunny Groves, Estero Bay Village, Broadway Ave West & Highlands Ave) Construction Manager at Risk - RFP 2024-04.

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

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

Public Comments
Patty Whitehead, Old Estero

Motion: Motion to approve the ranking of construction management firms for RFP 2024-04 as 1-Wright Construction and authorize Village Staff to negotiate a contract with the top ranked firm.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Lopez

Action: Approved the ranking of construction management firms for RFP 2024-04 as 1-Wright Construction and authorize Village Staff to negotiate a contract with the top ranked firm.

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

(b) Estero on the River Phase 1 & 2 Construction Manager at Risk – RFP 2024-02

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

Council Questions or Comments
Councilmembers Zalucki, Fayhee, and Mayor McLain

Public Comments
None.

Motion: Motion to approve the ranking of construction management firms for RFP 2024-02 as recommended by the Village of Estero's selection committee. 1-Manhattan Construction, 2-Wright Construction, 3-Chris Tel Construction, 4-Seagate Development Group, 5 Brooks & Freund, and authorize Village Staff to negotiate a contract with the top ranked firm.

Motion by: Councilmember Lopez
Seconded by: Councilmember Fiesel

Action: Approved the ranking of construction management firms for RFP 2024-02 as recommended by the Village of Estero's selection committee. 1-Manhattan Construction, 2-Wright Construction, 3-Chris Tel Construction, 4-Seagate Development Group, 5 Brooks & Freund, and authorize Village Staff to negotiate a contract with the top ranked firm.

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

(c) Corkscrew Road Path, Lighting, and Landscaping Construction Management at Risk – RFP 2024-03

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

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

Public Comments
None.

Motion: Motion to approve the ranking of construction management firms for RFP 2024-03 as recommended by the Village's selection committee. 1 – Wright Construction, 2 – AIM Construction, 3 – Chris Tel Construction, 4 – American Infrastructure Services, and authorize Village Staff to negotiate a contract with the top ranked firm.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Zalucki

Action: Approved the ranking of construction management firms for RFP 2024-03 as recommended by the Village's selection committee. 1 – Wright Construction, 2 – AIM Construction, 3 – Chris Tel Construction, 4 – American Infrastructure Services, and authorize Village Staff to negotiate a contract with the top ranked firm.

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

7. FIRST READING

(a) First Reading of Zoning Ordinance No. 2024-07, 8111 Broadway East (Old Post Office)

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions an Amendment to the Commercial Planned Development for Property Located at 8111 Broadway East, East of U.S. 41 and North of Estero United Methodist Church Consisting of Approximately 1 Acre; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

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

Council Questions or Comments
Mayor McLain.

Public Comments
None.

Motion: Motion to pass first reading and schedule second reading for June 19, 2024.

Motion by: Councilmember Fayhee
Seconded by: Vice Mayor Ribble

Action: Passed first reading and schedule second reading for June 19, 2024.

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

8. SECOND READING AND PUBLIC HEARING

(a) Ordinance No. 2024-06 Capital Improvement Program

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting the Annual Capital Improvement Program for Fiscal Year 2024-2025; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None.

Public Comments
None.

Motion: Motion to pass Second Reading of Ordinance No. 2024-06.

Motion by: Councilmember Ward
Seconded by: Councilmember Fiesel

Action: Passed Second Reading of Ordinance No. 2024-06.

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

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

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

Councilmember Ward notified the council of his intent to attend a family member's graduation and requested to appear at the next meeting by Zoom. Mayor asked the Village Attorney to verify the current policies on remote attendance.

The Village Attorney advised that per current policy that not allow to Zoom and will have to take unexcused absence. Council asked for the copy of the rules to be sent to them for a potential future discussion of policy.

10. VILLAGE ATTORNEY'S REPORT

None.

11. VILLAGE MANAGER'S REPORT

None.

Adjourn Regular Session at 10:54 am and Convene Workshop Items at 10:55 am.

12. WORKSHOP

(a) Presentation of the Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023, by Jeff Tuscan, CPA, Tuscan &. Company, PA.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Jeff Tuscan, CPA, Tuscan &. Company, PA.

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

Public Comments
None.

13. ADJOURNMENT at 11:35 am

Motion by Councilmember Zalucki and seconded by Councilmember Fayhee.

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____

Carol Sacco, CMC, Village Clerk Jon McLain, Mayor

(td/CS)
For an official copy of the signed minutes, please submit a Public Record Request.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Estero on the River Phase 1 & 2 Construction Manager at Risk Contract.

Motion to approve Contract Number 240004 Construction Manager at Risk (CMAR) agreement between Village of Estero and Manhattan Construction Company and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Background:

Village of Estero Staff is proposing the Village hire a Construction Manager at Risk (CMAR) to construct the proposed Estero on the River Phase 1 Improvements and design, permit and construct the Phase 2 improvements.

The proposed Phase 1 improvements include an entry drive and parking lot off County Rd, a restroom building, a bridge over the Estero River, and a path on the south side of the Estero River.

The proposed Phase 2 improvements will include additional paths on the south side of the Estero River, a fence around the property south of the Estero River, and a path along the north side of Corkscrew Road. The CMAR firm will act as the Village's representative and manage all aspects of the project.

The Village issued RFP 2024-02 seeking proposals from qualified companies capable of providing construction management services for the Project. The Village received five proposals, all of which were evaluated and ranked based on the statutory criteria. At its June 5, 2024 meeting, the Village Council approved the staff's rankings and authorized the Village Staff to negotiate a contract with Manhattan.

Description:

Village Staff has completed contract negotiations with Manhattan Construction for Construction Manager at Risk Services, including Phase 1 Pre-Construction Services. This contract includes the following services.

1. Site Assessment – Visit the site to assess existing conditions
2. Cost Estimate – Prepare a construction cost estimate for Phase 1 construction.
3. Schedule – Prepare a project schedule
4. Bid – Prepare bid packages and receive bids.
5. GMP – prepare guaranteed maximum price contract amendment.

Phase 2 Pre-Construction services and the GMP for construction of each phase will be brought to the Village Council for approval at a future Council meeting.

Action Requested:

Motion to approve Contract Number 240004 Construction Manager at Risk (CMAR) agreement between Village of Estero and Manhattan Construction Company and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Process and Timeline:

Manhattan Construction is expecting Phase 1 pre-construction services to take 54 workdays (74 calendar days).

Financial Impact:

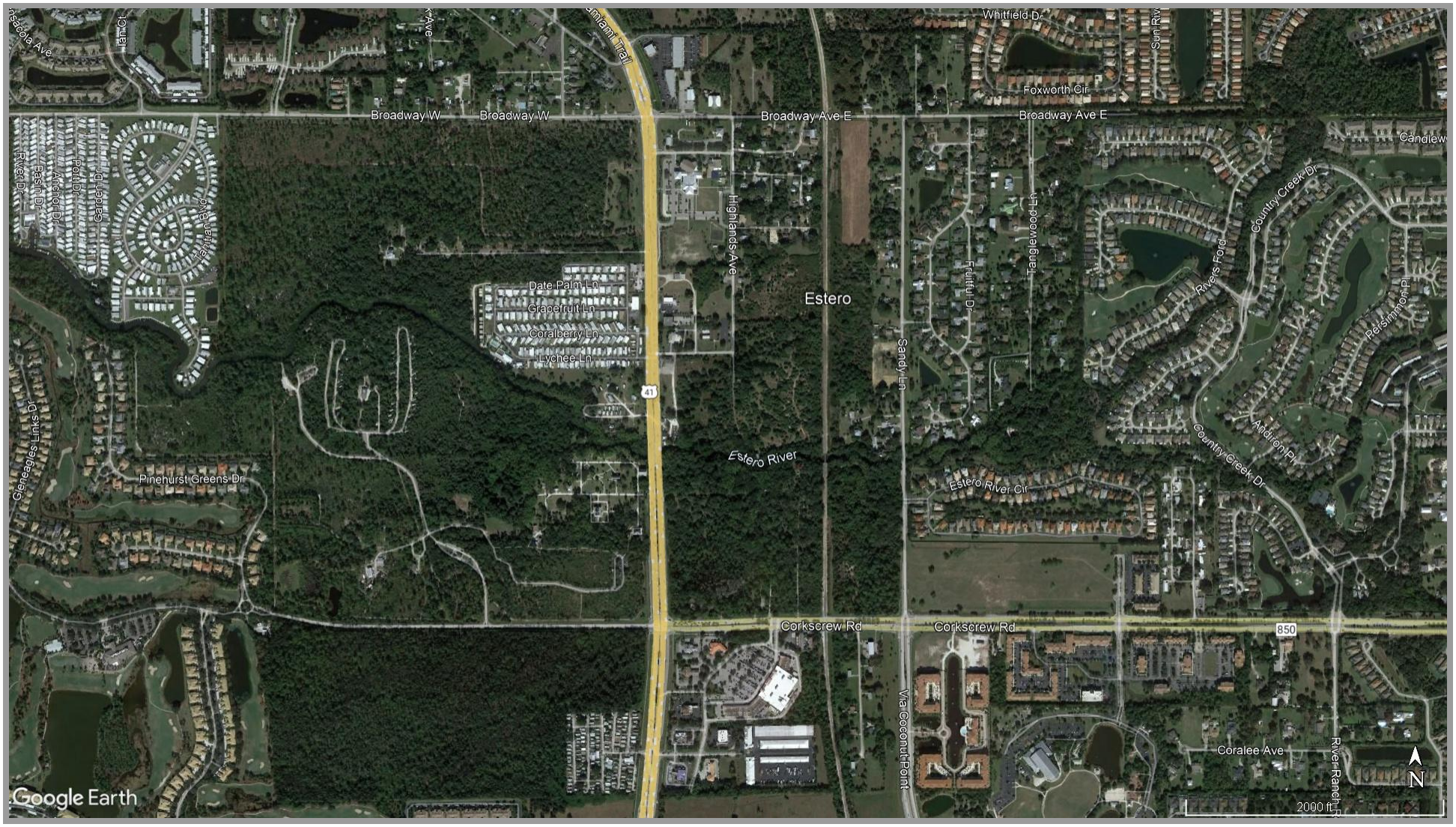
The proposed financial impact for Phase 1 pre-construction services is $74,000. This will be funded using the $2,250,000 included in the Fiscal Year 2023-2024 budget for the Estero on the River Improvements project.

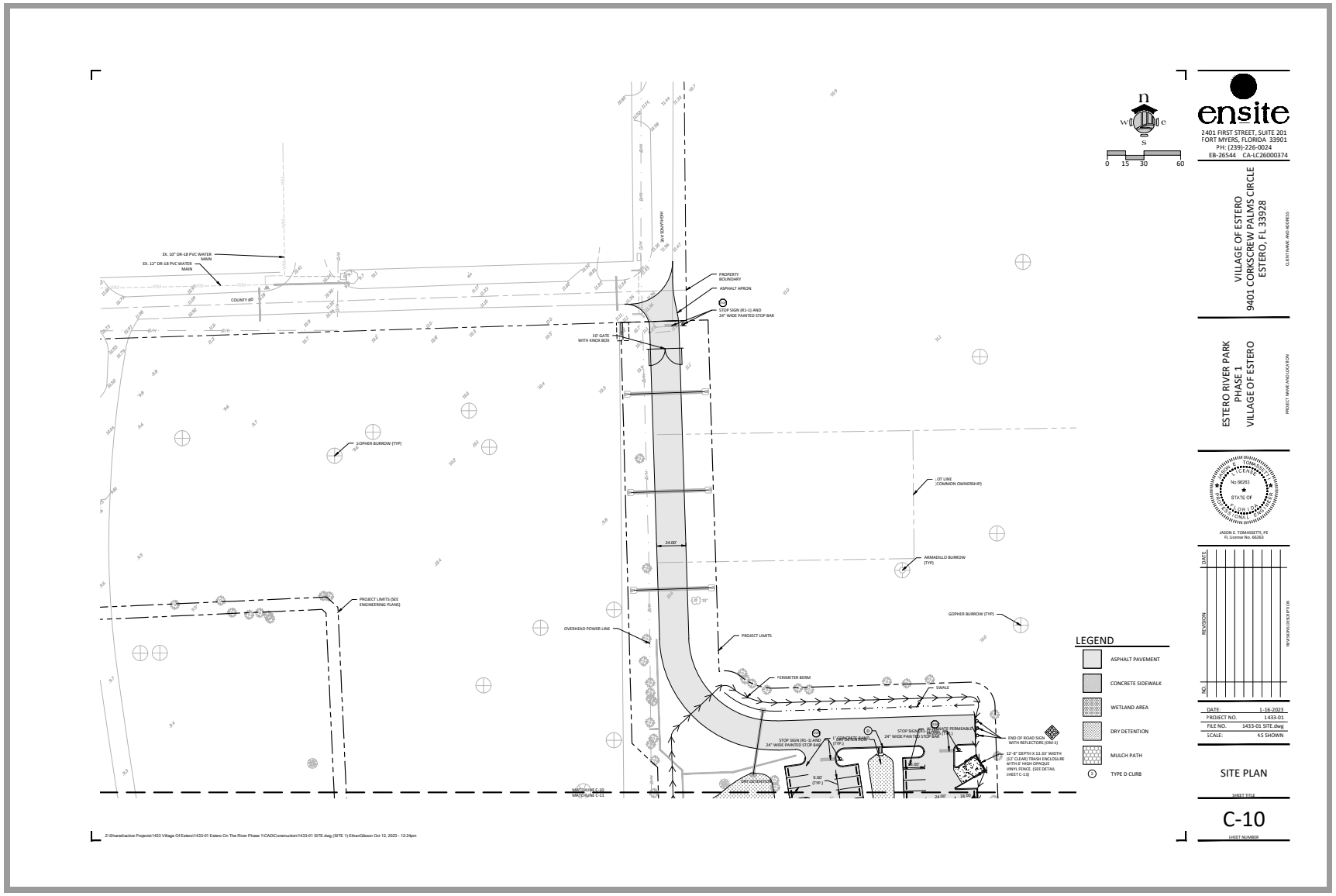
Prepared by: David Willems and Steve Gillette

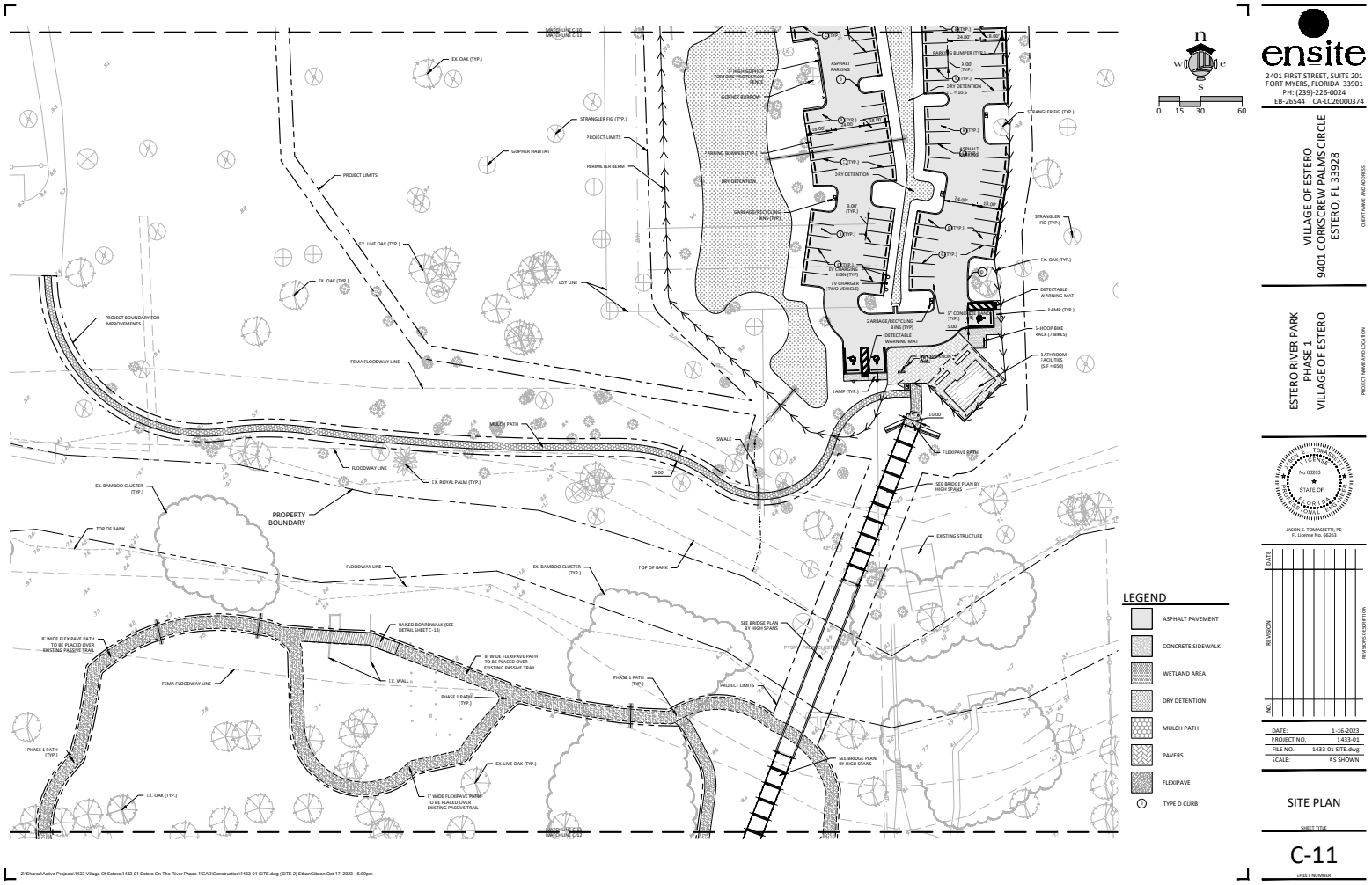
Attachments:

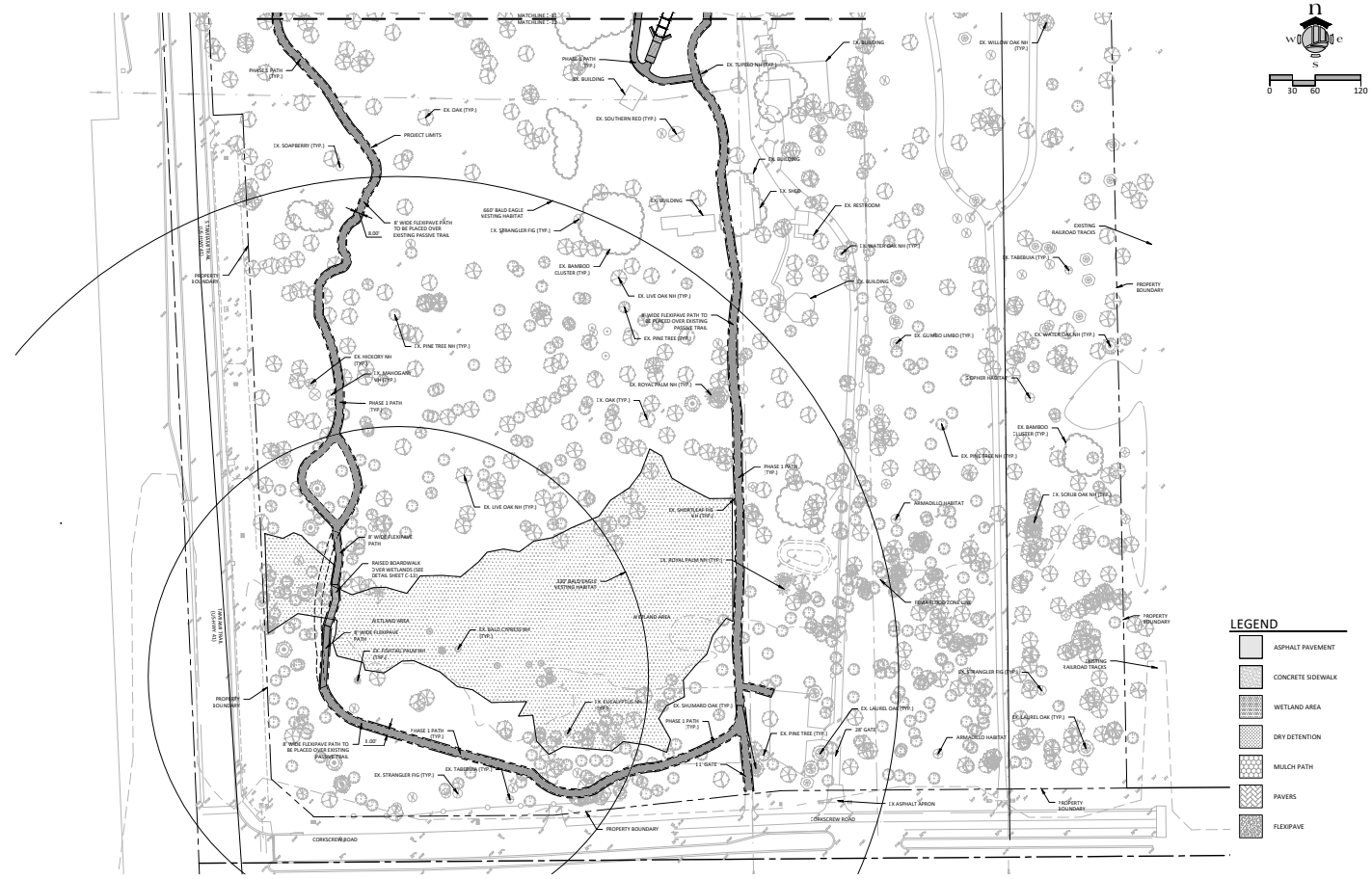
1. Location Map
2. Phase 1 Site Plan
3. Restroom Building Plans
4. Phase 2 Improvements
5. EC 2024- Contract No. 24004 Estero on the River Phase 1 and 2 CMAR Contract
6. Exhibit 1 Phase 1 Preconstruction Services
7. Exhibit 2 GMP (Blank)
8. Exhibit 3 General Conditions
9. Exhibit 4 RFP 2024-02

10. Exhibit 5 Construction Manager's Proposal


Broadway W
Broadway W
Broadway Ave E
Broadway Ave E
Whitfield Dr
Foxworth Cir
Tamiami Trail
Highlands Ave
Tanglewood Ln
Fruitful Dr
Sandy Ln
Rivers Ford
Country Creek Dr
Country Creek Dr
Andiron Pl
Persimmon Dr
Estero
Date Palm Ln
Grapefruit Ln
Coralberry Ln
Lychee Ln
41
Estero River
Estero River Cir
Pinehurst Greens Dr
Corkscrew Rd
Corkscrew Rd
850
Via Coconut Point
Coralee Ave
River Ranch Rd
Google Earth
2000 ft
N


EX. 10" DR-18 PVC WATER MAIN
EX. 12" DR-18 PVC WATER MAIN
COUNTY RD
HICKORY BLVD
PROPERTY BOUNDARY
ASPHALT APRON
STOP SIGN (R1-1) AND 24" WIDE PAINTED STOP BAR
10' GATE WITH KNOX BOX
GOPHER BURROW (TYP)
LOT LINE (COMMON OWNERSHIP)
24.00'
ARMADILLO BURROW (TYP)
PROJECT LIMITS (SEE ENGINEERING PLANS)
OVERHEAD POWER LINE
PROJECT LIMITS
PERIMETER BERM
SWALE
STOP SIGN (R1-1) AND 24" WIDE PAINTED STOP BAR
CONCRETE PATH (TYP.)
STOP SIGN (R1-1) AND "DO NOT ENTER" PLAQUE (R5-1) 24" WIDE PAINTED STOP BAR
PERMEABLE PAVERS (TYP.)
END OF ROAD SIGN WITH REFLECTORS (OM-1)
12'-8" DEPTH X 13.33' WIDTH (12' CLEAR) TRASH ENCLOSURE WITH 6' HIGH OPAQUE VINYL FENCE. (SEE DETAIL 1/SHEET C-13)
200' OVERHANG
9.00' (TYP.)
24.00'
18.00'
MATCHLINE C-09
MATCHLINE C-11
LEGEND
ASPHALT PAVEMENT
CONCRETE SIDEWALK
WETLAND AREA
DRY DETENTION
MULCH PATH
TYPE D CURB
n
w
e
s
0 15 30 60
ensite
2401 FIRST STREET, SUITE 201
FORT MYERS, FLORIDA 33901
PH: (239)-226-0024
EB-26544 CA-LC26000374
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
CLIENT NAME AND ADDRESS
ESTERO RIVER PARK
PHASE 1
VILLAGE OF ESTERO
PROJECT NAME AND LOCATION
TOMASSETTI JASON E. LICENSE No 66263 STATE OF FLORIDA PROFESSIONAL ENGINEER
JASON E. TOMASSETTI, PE
FL License No. 66263
DATE
REVISION
NO.
REVISIONS DESCRIPTION
DATE: 1-16-2023
PROJECT NO. 1433-01
FILE NO. 1433-01 SITE.dwg
SCALE: AS SHOWN
SITE PLAN
SHEET TITLE
C-10
SHEET NUMBER
Z:\Shared\active Projects\1433 Village Of Estero\1433-01 Estero On The River Phase 1\CAD\Construction\1433-01 SITE.dwg (SITE 1) EthanGibson Oct 12, 2023 - 12:24pm


PROPERTY BOUNDARY
PROJECT BOUNDARY FOR IMPROVEMENTS
PROJECT LIMITS
FEMA FLOODWAY LINE
FLOODWAY LINE
TOP OF BANK
EX. OAK (TYP.)
EX. LIVE OAK (TYP.)
EX. BAMBOO CLUSTER (TYP.)
EX. ROYAL PALM (TYP.)
GOPHER HABITAT
PERIMETER BERM
DRY DETENTION
ASPHALT PARKING
PARKING BUMPER (TYP.)
STRANGLER FIG (TYP.)
SWALE
MULCH PATH
FLEXIPAVE PATH
RAISED BOARDWALK (SEE DETAIL SHEET C-13)
8' WIDE FLEXIPAVE PATH TO BE PLACED OVER EXISTING PASSIVE TRAIL
PHASE 1 PATH (TYP.)
EX. WALL
SEE BRIDGE PLAN BY HIGH SPANS
EXISTING STRUCTURE
LEGEND
ASPHALT PAVEMENT
CONCRETE SIDEWALK
WETLAND AREA
DRY DETENTION
MULCH PATH
PAVERS
FLEXIPAVE
TYPE D CURB
n
w e
s
0 15 30 60
ensite
2401 FIRST STREET, SUITE 201
FORT MYERS, FLORIDA 33901
PH: (239)-226-0024
EB-26544 CA-LC26000374
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
CLIENT NAME AND ADDRESS
ESTERO RIVER PARK
PHASE 1
VILLAGE OF ESTERO
PROJECT NAME AND LOCATION
JASON E. TOMASSETTI, PE
FL License No. 66263
DATE
REVISION
NO.
REVISIONS DESCRIPTION
DATE: 1-16-2023
PROJECT NO. 1433-01
FILE NO. 1433-01 SITE.dwg
SCALE: AS SHOWN
SITE PLAN
SHEET TITLE
C-11
SHEET NUMBER
Z:\Shared\Active Projects\1433 Village Of Estero\1433-01 Estero On The River Phase 1\CAD\Construction\1433-01 SITE.dwg (SITE 2) EthanGibson Oct 17, 2023 - 5:09pm



ensite
2401 FIRST STREET, SUITE 201
FORT MYERS, FLORIDA 33901
PH: (239)-226-0024
EB-26544 CA-LC26000374

CLIENT NAME AND ADDRESS
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

PROJECT NAME AND LOCATION
ESTERO RIVER PARK
PHASE 1
VILLAGE OF ESTERO

TOMASSETTI
LICENSE
No 66263
STATE OF
FLORIDA
JASON E. TOMASSETTI, PE
FL License No. 66263

NO.	REVISION	DATE

REVISION DESCRIPTION

DATE:	1-16-2023
PROJECT NO.	1433-01
FILE NO.	1433-01 SITE.dwg
SCALE:	AS SHOWN

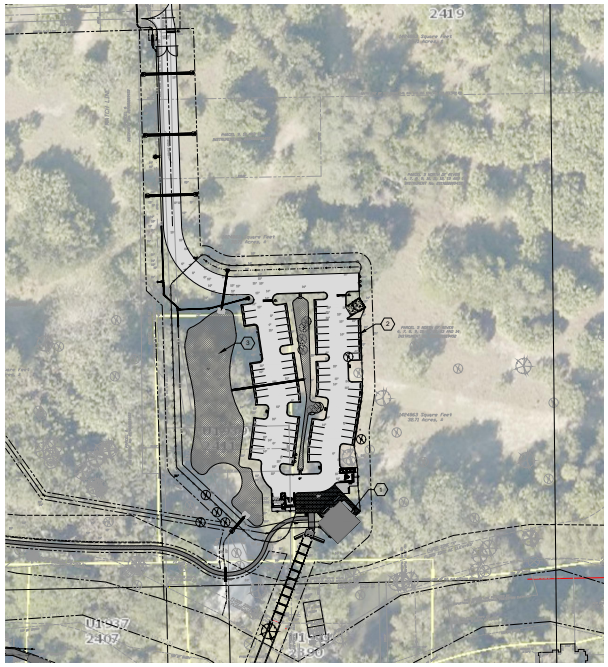
SITE PLAN

SHEET TITLE

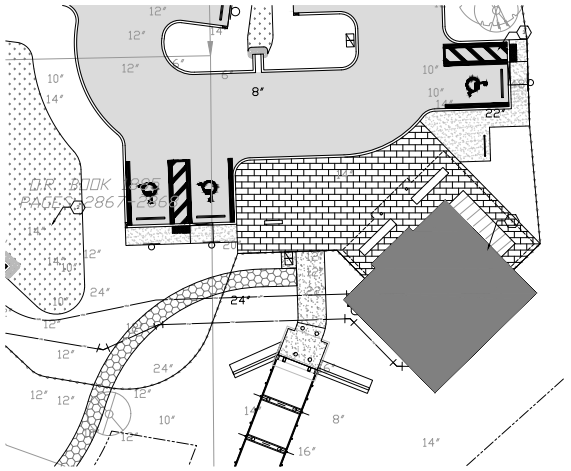
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SHEET NUMBER

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4 LOCATION MAP
SCALE: 1" = 50'



4 ARCHITECTURAL SITE PLAN
SCALE: 3/32" = 1'-0"

SITE KEY NOTES

1. PROPOSED RESTROOM BUILDING
2. PARKING LOT DRAINAGE - SEE CIVIL
3. PARKING LOT - SEE CIVIL

N

HARVARD • JOLLY
ARCHITECTURE

ESTERO ON THE RIVER
RESTROOM FACILITY
ESTERO, FLORIDA
CONSTRUCTION DOCUMENTS

Comm. No. 22031.01
Date: 09/08/2023
Drawn: BKL

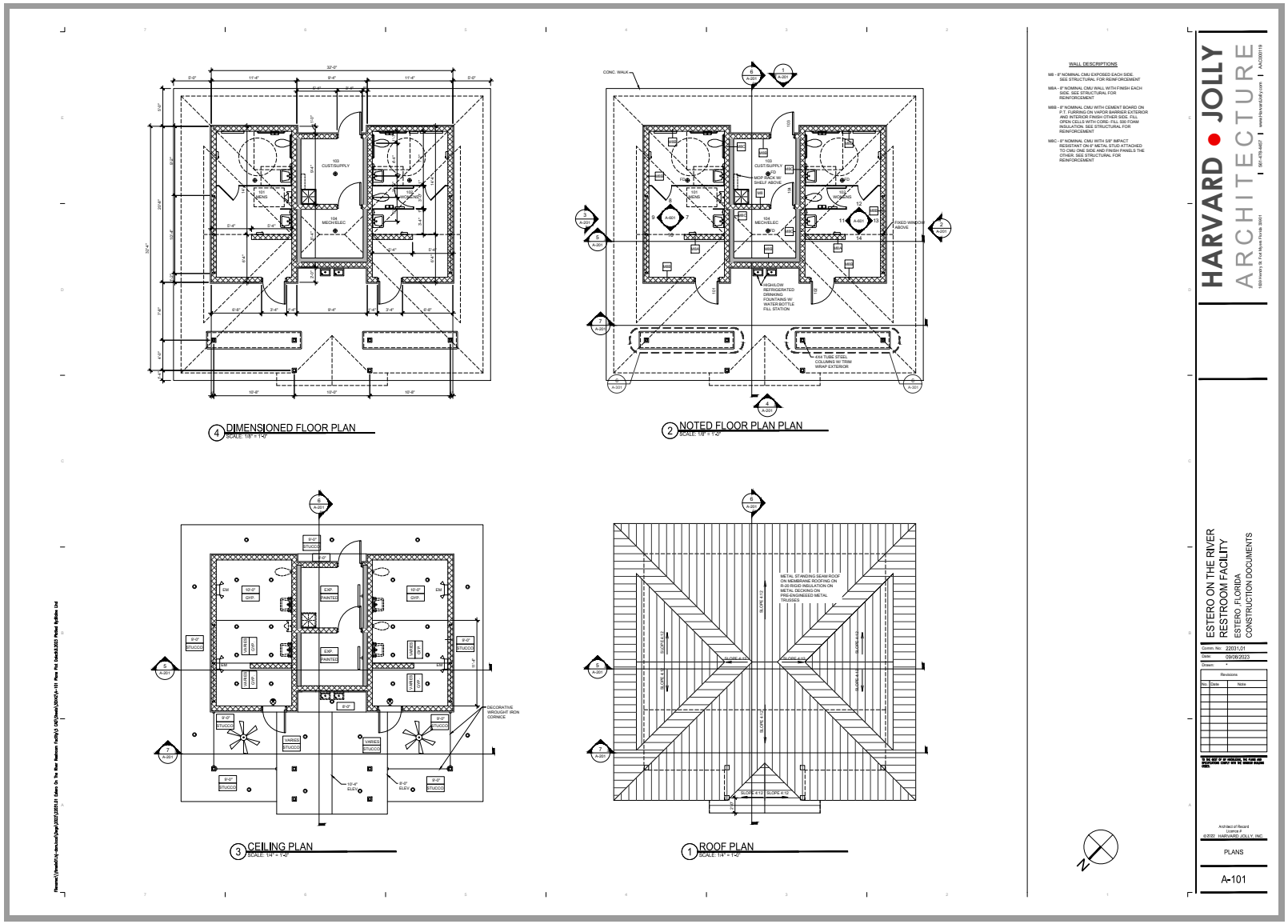
Revisions

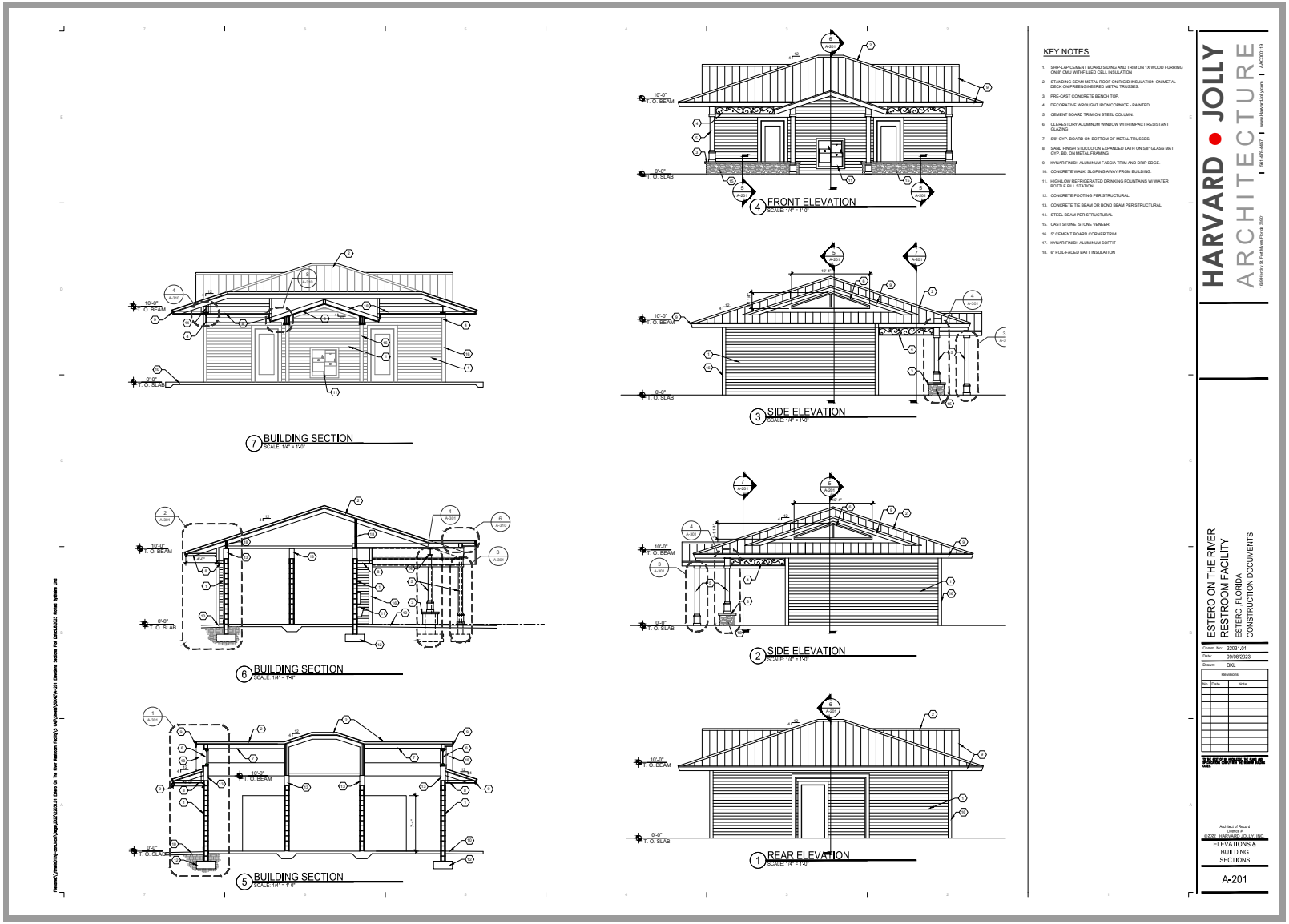
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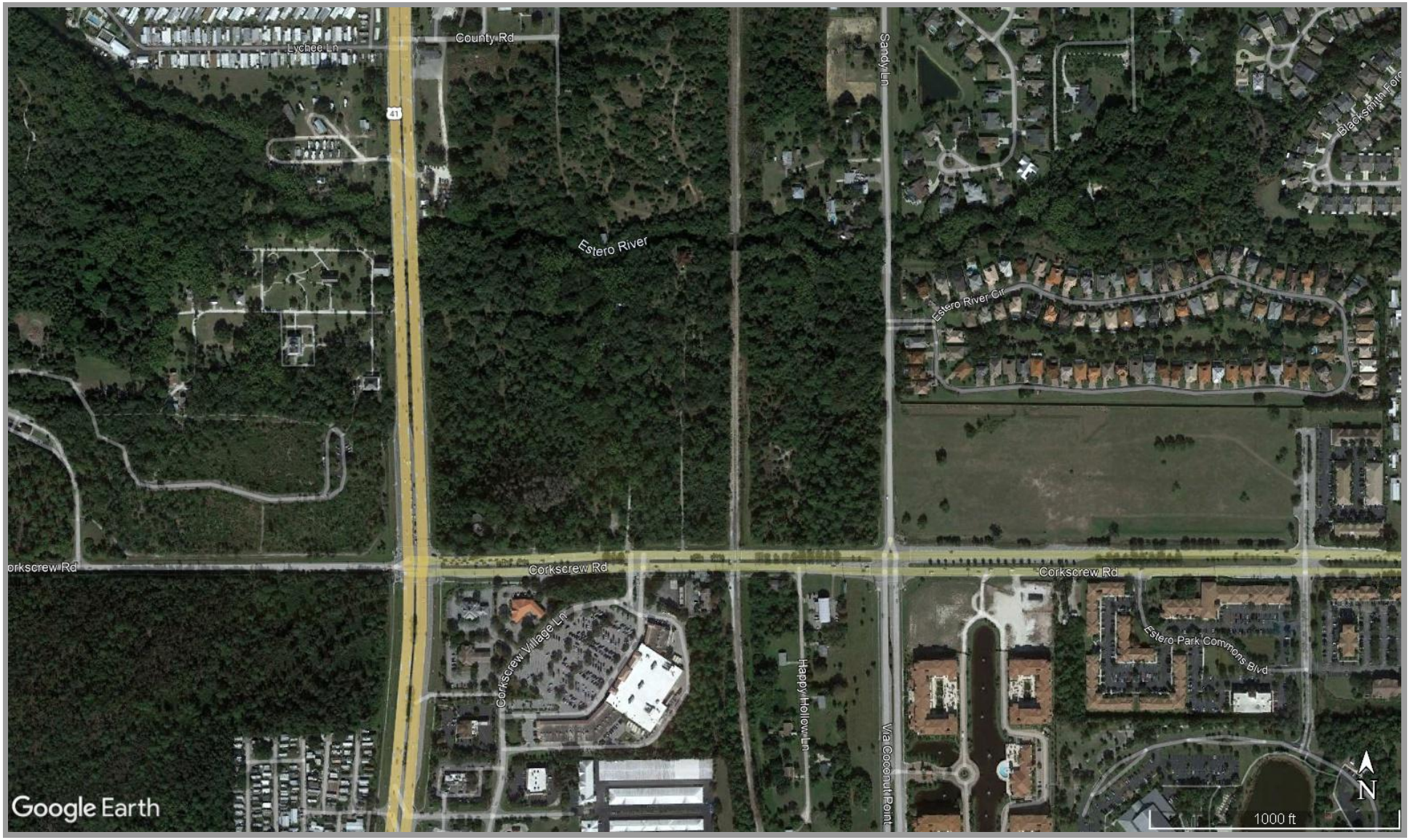
Architect of Record
License #
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ARCHITECTURAL SITE PLAN

AS-001


4 DIMENSIONED FLOOR PLAN
SCALE: 1/8" = 1'-0"
2 NOTED FLOOR PLAN PLAN
SCALE: 1/8" = 1'-0"
3 CEILING PLAN
SCALE: 1/4" = 1'-0"
1 ROOF PLAN
SCALE: 1/4" = 1'-0"
WALL DESCRIPTIONS
HARVARD • JOLLY
ARCHITECTURE
ESTERO ON THE RIVER
RESTROOM FACILITY
ESTERO, FLORIDA
CONSTRUCTION DOCUMENTS
PLANS
A-101


KEY NOTES
1. SHIP-LAP CEMENT BOARD SIDING AND TRIM ON 1X WOOD FURRING ON 8" CMU WITH FILLED CELL INSULATION
2. STANDING-SEAM METAL ROOF ON RIGID INSULATION ON METAL DECK ON PRSEN/ENGINEERED METAL TRUSSES.
3. PRE-CAST CONCRETE BENCH TOP.
4. DECORATIVE WROUGHT IRON CORNICE - PAINTED.
5. CEMENT BOARD TRIM ON STEEL COLUMN.
6. CLERESTORY ALUMINUM WINDOW WITH IMPACT RESISTANT GLAZING
7. 5/8" GYP. BOARD ON BOTTOM OF METAL TRUSSES.
8. SAND FINISH STUCCO ON EXPANDED LATH ON 5/8" GLASS MAT GYP. BD. ON METAL FRAMING
9. KYNAR FINISH ALUMINUM FASCIA TRIM AND DRIP EDGE.
10. CONCRETE WALK SLOPING AWAY FROM BUILDING.
11. HIGH/LOW REFRIGERATED DRINKING FOUNTAINS W/ WATER BOTTLE FILL STATION.
12. CONCRETE FOOTING PER STRUCTURAL.
13. CONCRETE TIE BEAM OR BOND BEAM PER STRUCTURAL.
14. STEEL BEAM PER STRUCTURAL
15. CAST STONE STONE VENEER
16. 5" CEMENT BOARD CORNER TRIM.
17. KYNAR FINISH ALUMINUM SOFFIT
18. 6" FOIL-FACED BATT INSULATION
4 FRONT ELEVATION
SCALE: 1/4" = 1'-0"
3 SIDE ELEVATION
SCALE: 1/4" = 1'-0"
2 SIDE ELEVATION
SCALE: 1/4" = 1'-0"
1 REAR ELEVATION
SCALE: 1/4" = 1'-0"
7 BUILDING SECTION
SCALE: 1/4" = 1'-0"
6 BUILDING SECTION
SCALE: 1/4" = 1'-0"
5 BUILDING SECTION
SCALE: 1/4" = 1'-0"
10'-0" T. O. BEAM
0'-0" T. O. SLAB
HARVARD • JOLLY ARCHITECTURE
ESTERO ON THE RIVER
RESTROOM FACILITY
ESTERO, FLORIDA
CONSTRUCTION DOCUMENTS
Comm. No: 22031.01
Date: 09/08/2023
Drawn: BKL
Revisions
No. Date Note
Architect of Record
License #
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ELEVATIONS & BUILDING SECTIONS
A-201


Lychee Ln
County Rd
41
Sandy Ln
Blacksmith Ford
Estero River
Estero River Cir
orkscrew Rd
Corkscrew Rd
Corkscrew Rd
Corkscrew Village Ln
Happy Hollow Ln
Via Coconut Point
Estero Park Commons Blvd
Google Earth
N
1000 ft

AGREEMENT

for

ESTERO ON THE RIVER PHASE 1 & 2 CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

MANHATTAN CONSTRUCTION CO.
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
ESTERO ON THE RIVER PHASE 1 & 2
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 19th day of June, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Manhattan Construction Co. a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, the Village of Estero purchased approximately 62.2 acres of property along the Estero River in 2019; and

WHEREAS, there Village of Estero obtained an additional 4.5 acres of property along the Estero River in 2019; and

WHEREAS, the Village of Estero Council rezoned the portion of property located south of the Estero in 2022 from Mixed Use Planned Development and Agriculture to Parks and Community Facilities, reflecting Village Council's desire to keep the property natural; and

WHEREAS, the Phase 1 Improvements include a parking area, restroom building, a pedestrian bridge over the Estero River, a path, landscaping, and irrigation; and

WHEREAS, the Phase 2 Improvements will include additional path, a fence around the property located south of the Estero River and a path along Corkscrew Road; and

WHEREAS, the Village of Estero's consultant has completed the design and permitting of the proposed Phase 1 Improvements; and

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

WHEREAS, pursuant to this statutory authority, the Village issued the RFP seeking proposals from qualified companies capable of providing construction management services for the Project, which is contemplated to be delivered in phases; and

WHEREAS, the Village received one proposal which was determined to be responsive and qualified; and

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

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

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

ARTICLE 1
GENERAL PROVISIONS

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

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

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

This Agreement
Exhibit 1: Pre-Construction Proposal – Phase 1 (including preconstruction schedule)
Exhibit 2: Guaranteed Maximum Price Addenda (negotiated prior to approval of each phase)
Exhibit 3: The General Conditions
Exhibit 4: RFP 2024-02 (including Addendum 1 & 2)
Exhibit 5: Construction Manager's Proposal

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

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

2.1 PRECONSTRUCTION PHASE.

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

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment, and Project phasing. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

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

D. PHASED CONSTRUCTION. Even if Owner has not expressly contemplated phasing in its RFP, the Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

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

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

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

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

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

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

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

Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

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

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall prepare and submit to the Owner a GMP proposal, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. The GMP proposal shall include all of the information and related Construction Manager supplied exhibits as are required by the GMP Addendum form which is incorporated into this Agreement.

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

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

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

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

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

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

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

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

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

F. NEGOTIATION AND ACCEPTANCE. Upon receipt of the GMP proposal by the Owner, the Owner and Construction Manager shall discuss and negotiate the various terms in the GMP proposal, along with the related daily liquidated damages amount. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance (or such other date as the Parties may agree) and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

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

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

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

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

2.3 CONSTRUCTION PHASE.

A. GENERAL.

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

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

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

(a) award a Subcontract,

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

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

B. ADMINISTRATION.

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

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

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

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

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

6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

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

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

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

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

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

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

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows

of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

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

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

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

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

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

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

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the

Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

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

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

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

4.1 COMPENSATION.

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

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

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

4.2 PAYMENTS.

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

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

ARTICLE 5

COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fee, as set forth in the GMP addendum.

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

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

5.3 CHANGES IN THE WORK

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

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

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

ARTICLE 6

COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

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

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

Classification	Name
Vice-President/Principal	Craig Bryant
Subject Matter Expert	James Land
Director of Preconstruction	Michael Robertson
Senior Project Manager	Robbie Tiedeman
Superintendent	Erick Corzo

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

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

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

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

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

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

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

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

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

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

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

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

C. MISCELLANEOUS COSTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Costs incurred in the performance of Preconstruction Services.

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

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

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

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

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

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

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS.

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

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

N/A

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

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices

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

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

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

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

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

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

3. Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

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

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

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

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

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

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

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

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

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

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

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

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

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

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

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

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in

savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

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

8.2 PAYMENT AND PERFORMANCE BOND.

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

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or sustained winds greater than 40 miles per hour (30 miles per hour if the work involves material handling) which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

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

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

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

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

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Construction Manager's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(5), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

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

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

effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

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

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

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

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

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

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

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

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

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

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

To the Construction Manager:
Craig Bryant, Vice President
Manhattan Construction Co.
3705-1 Westview Drive
Naples, Florida 34104
Email: cbryant@manhattanconstruction.com

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

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause

pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

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

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

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

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

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

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

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

the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

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

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

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

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

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

Manhattan Construction Co.	**Village of Estero**
By: _____	By: _____
Craig Bryant, Vice President	Steve Sarkozy, Village Manager

EXHIBIT 1: PRE-CONSTRUCTION PROPOSAL

Manhattan Construction Company
3705-1 Westview Drive
Naples, FL 34104

239.643.6000 (office)
239.435.3827 (facsimile)
www.manhattanconstruction.com

June 11, 2024

Attn: Mr. David Willems

Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
239.221.5035

RE: Preconstruction Proposal
Estero on the River Phase 1

Dear Mr. Willem,

Manhattan Construction is pleased to present to you our Preconstruction Proposal for your review. Our proposal is based on the Phase 1 scope of services as described within RFP #2024-02 3.15.24. Our Preconstruction Process for this project is as follows:

PHASE 1

SITE VISIT AND ASSESMENT OF CURRENT CONDITIONS

The following Manhattan Employees will visit the Phase 1Site and evaluate existing conditions of the proposed project site:

1) Robbie Tiederman (MCC Project Director)
2) Jon Zander (MCC Project Manager)
3) Michael Robertson (MCC Director of Preconstruction)
4) Matt Fisher (MCC Project Estimator)

ESTIMATE OF COST AND PRECONSTRUCTION SCHEDULE

A complete Phase 1 Cost Estimate and Schedule will be built to include the following:

1) Sitework/Civil/Pedestrian Bridge
2) Landscape/Irrigation
3) Restroom facility
4) Proposed Improvements

- Please reference the attached drawing log used as the basis of the Phase 1 opinion of cost.

PROJECT MEETINGS AND COMMUNICATIONS

Communication

Manhattan Construction will participate in monthly meetings, whether in person, or via Microsoft Team meetings following the direction of the owner to proceed with Preconstruction for Phase 1. It is assumed that monthly meetings during the Preconstruction Phase will not exceed more than a total of (7) seven meetings.

Prebid Meeting

Manhattan Construction will prepare and conduct a Phase 1 Pre-Bid Meetin. The date for this event will be scheduled on a mutually agreeable date.

DOCUMENT REVIEW AD REPORTING

1) A Constructability Review will be completed and submitted as part of the Initial Cost Estimate Budget submission.
2) A Logistics Plan will be prepared and included as part of the GMP Cost Estimate.
3) A Staging Plan will be prepared and included in the GMP Cost Estimate.
4) Manhattan Construction has included Value Engineering Analysis hours not to exceed (4) four hours.

BUDGET UPDATES

1) Construction Phase Cost Estimates will be delivered as follows:
    a. Phase 1
        i. Initial Cost Estimate/Control Budget.
        ii. (1) One Budget Update at GMP.

**We have included time For Value Engineering/Revisions in our proposal not to exceed (8) eight hours.*

BID DOCUMENT PREPARATION

Manhattan Construction anticipated the following Bid Packages for this phase of the project.

Site

1) Site
2) Site Improvements
3) Site Utilities
4) Landscape
5) Irrigation
6) Concrete
7) Prefabricated Pedestrian Bridge

Restroom Facility

1) Building Envelope Consultants
2) Concrete
3) Metals – Structural and Ornamental
4) Masonry & Simulated Stone Veneer Systems
5) Roof Trusses
6) Damproofing

7) Roofing & Aluminum Fascia
8) Siding
9) Glass & Glazing
10) Doors, Frames and Hardware
11) Stucco
12) Insulation
13) Drywall
14) Painting & Sealants
15) Toilet Accessories & Toilet Compartments
16) Flooring & Floor Mats
17) HVAC
18) Electrical
19) Plumbing

The following documents will be prepared for the purpose of competitive bidding:

1) Construction Managers Manual
2) Scope Packages
3) Construction Schedule
4) Logistic Plan
5) Staging Plan
6) Safety Plan
7) Manhattan Contract Exhibits
8) Manhattan Construction has a Prequalification Process in place as part of our Standard Operating Procedure. A copy of this program is available to the owner upon request.

GMP PREPARATION AND PRESENTATION

Manhattan Construction will prepare and present the initial GMP for Phase 1 (15) fifteen days following the bid day of the Final Bid Package.

Bid Packages submitted as part of the GMP include the following documents:

1) A letter of recommendation will be provided for each bid package identifying the scope package number, scope package description, the name of the recommended contractor and the award amount.
2) Bid Leveling Sheets.
3) Schedule
4) Scope specific Assumptions and Clarifications
5) Contract Amendments if applicable.

GENERAL ASSUMPTIONS AND CLARIFICATIONS

1) Manhattan Construction will provide a formal estimate based on current market conditions.

2) The cost estimate will be formatted using the CSI Mater Format Division breakdown. Additionally, the building costs will be identified separately from the site costs.

3) The cost estimate will include allowances, and contingences for unidentified items for the completion of Phase 1 Construction.

4) Manhattan Construction is not liable for code compliance and/or interpretations relating to design performed by the Designer or any of its consultants or any Owner Consultant. Manhattan will assume design as provided is code compliant.

Manhattan Construction is proposing to provide staff and personnel to perform the above noted services for Phase 1 work for a not to exceed amount of ***Seventy-Four Thousand Dollars ($74,000.00).*** The breakdown for the work is as follows:

Initial Cost Estimate/Control Budget.	$22,200.00
Budget Update at GMP.	$51,800.00

Preconstruction Schedule Phase 1	Start Date	End Date	Duration
Estero on the River Phase 1	06/21/24	09/04/24	54d
Kickoff Meeting	06/21/24	06/21/24	1d
Prequalification/Subcontractor Selection	06/24/24	07/05/24	10d
Bid Submission from Subcontractors	07/08/24	08/02/24	20d
Bid Leveling	08/05/24	08/16/24	10d
GMP Review with Village	08/19/24	08/20/24	2d
VE Analysis	08/21/24	08/27/24	5d
Revisions to GMP	08/28/24	09/03/24	5d
Preparation and Presentation to GMP	09/04/24	09/04/24	1d

Sincerely,

Michael Robertson
Director of Preconstruction
mrobertson@manhattanconstruction.com
239.227.3469

EXHIBIT 2: GUARANTEED MAXIMUM PROCE ADDENEUM (BLANK)

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

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

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village Utility Expansion Program Wastewater Treatment Plants, Broadway Ave. West, and Broadway Ave. East (as further defined in the Agreement as the "Project"); and

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

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

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

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

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

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

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

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

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

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

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

(g) Exhibit G. Affidavit of No Conflict;

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

(i) Exhibit I. Payment and Performance Bond;

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

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

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

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

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

[Signature Page to Follow]

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

Manhattan Construction Co.	**Village of Estero**
By: _____	By: _____
Craig Bryant, Vice President	Steve Sarkozy, Village Manager

EXHIBIT 3: THE GENERAL CONDITIONS

General Conditions

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GENERAL CONDITIONS

of the

CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: _____, a _____ corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Contractor authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Contractor resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, or termination for convenience by Owner.

F. Contractor's Personnel: The Contractor's key personnel designated by Contractor.

G. Construction Services: The Construction Services to be provided by Contractor pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Contractor for Construction Services rendered pursuant to the Contract Documents, as set forth in Contractor's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Contractor, the Owner, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, acts of government other than Owner or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Contractor, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Contractor.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Contractor fixing the date on which the Contract Time will commence to run and on which Contractor shall start to perform the Work.

U. Owner: Village of Estero, a Florida municipal corporation.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Contractor of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Contractor to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Contractor, or such other individual designated by the Contractor, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Contractor to demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: The Village of Estero, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Contractor, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Contractor) or organization retained by Contractor to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Contractor, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II
RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Contractor and Owner. The Contractor accepts the relationship of trust and confidence established with Owner pursuant to the Contract Documents. The Contractor shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner. The Contractor agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Contractor, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Contractor, and construction of the Project by the Contractor in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Contractor, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Contractor and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Contractor shall provide leadership to the Construction Team on all matters relating to construction. The Contractor understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Contractor acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Contractor.

2.2 General Contractor Responsibilities. In addition to the other responsibilities set forth herein, the Contractor shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Contractor represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Contractor and the Owner shall be through the Owner's Project Representative and Contractor's Project Manager. All of the services required herein shall be performed by the Contractor or under the Contractor's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Contractor's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Contractor acknowledges that time is critical for Project delivery. The Contractor acknowledges that timely construction utilizing the services of an Architect/Engineer and a Contractor requires maximum cooperation between all parties.

C. Timely Performance. The Contractor shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Contractor's services or Work, the Contractor shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Contractor's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result will be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Contractor, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Contractor, within ten (10) days after being awarded the Contract, shall prepare and submit for the Owner's and Architect/Engineer's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Contractor for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date, which dates shall accommodate known or reasonably anticipated geographic, atmospheric and weather conditions.

B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Contractor performance and to allow the Owner's Project Representative to monitor the Contractor's efforts.

C. The Project Schedule may be adjusted by the Contractor pursuant to Article V. The Owner shall have the right to reschedule Work provided

such rescheduling is in accord with the remainder of terms of the Contract Documents.

D. The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

E. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Contractor shall provide the following Construction Services:

A. Construction of Project. The Contractor shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Contractor to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid (or Request for Proposal) and the Bid (or Guaranteed Maximum Price Addendum).

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Contractor shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress, the Owner may order the Contractor to increase its efficiency or to improve the character of its Work, and the Contractor shall conform to such an order. Any such order shall not entitle Contractor to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Contractor from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Contractor to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Contractor shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Contractor of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Contractor shall be solely accountable for its Work, including plans review and complete submittals. The Contractor shall be solely responsible for means and methods of construction.

F. Contract Sum. The Contractor shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Contractor shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Contractor in accordance with applicable industry standards. The Contractor shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

(1) The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Contractor shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Contractor shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent

thereto and except as otherwise indicated in the Contract Documents or Village Code, all Work at the site shall be performed during regular working hours, and Contractor shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. Contractor shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Contractor and no extra payment shall be made by Owner on account of such overtime work. At Owner's option, such overtime costs may be deducted from Contractor's monthly payment request or Contractor's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Contractor shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project Site. Contractor shall restore to original conditions all property not designated for alteration by the Contract Documents If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Contractor.

N. Loading. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Contractor shall comply with the Florida Department of Commerce Safety Regulations and any local safety regulations. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons and organizations who may be affected thereby;

(2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

(3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Contractor shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Contractor's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Contractor, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Contractor shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Contractor to furnish at Contractor's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Contractor shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

(1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Contractor submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

(2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will

be evidenced by either a Change Order or an approved shop drawing. Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

(3) Contractor shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Contractor shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Contractor shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Contractor shall govern and execute the Work. The Contractor shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Contractor.

S. Suitability of Project Site. The Contractor has, by careful examination, satisfied itself as to the nature and location of the Work and all other matters which can in any way affect the Work, including, but not limited to details pertaining to borings, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Contractor has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Contractor, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Contractor shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Contractor's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Contractor recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination. Because the presence or extent of any contamination is not known, Contractor shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. The Project Schedule will provide a period of time between demolition activities and the start of the next activity to commence any

remediation if needed. Contractor shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Contractor agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

(1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.

(2) Contractor, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

(3) Contractor and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. Such Contractor, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

(4) Contractor, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, “Eichleay” claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

(5) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contact Sum, then the Owner may terminate the Agreement pursuant to Section 14.2.

(6) Contractor and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner’s discretion. Bid, estimate and pricing information

reasonably related to any request for additional compensation will be provided promptly upon request.

(7) Contractor shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

(1) The Contractor shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.

(2) Without assuming any design responsibilities of the Architect/Engineer, the Contractor shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Contractor shall arrange for all job site facilities required and necessary to enable the Contractor and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Contractor shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Contractor shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Contractor shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Contractor of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Contractor to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Contractor shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Contractor when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Contractor shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Contractor or as provided in the contract between Contractor and Subcontractor.

(3) Contractor's Personnel. The Contractor shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Contractor Personnel to whom the Owner has reasonable objection, without liability to the Contractor.

(4) Lines of Authority. To provide general direction of the Work, the Contractor shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Contractor and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Contractor to administer the subcontracts.

AA. Quality Control. The Contractor shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Contractor shall be responsible for and supervise the Work of all Subcontractors, providing

instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Contractor shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Contractor and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Contractor shall solely control the Subcontractors. The Contractor shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Contractor shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Contractor shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Contractor, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Contractor shall maintain a suspense control system to promote expeditious handling. The Contractor shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Contractor shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Contractor. The Contractor shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

(1) The Contractor shall provide each of the following as a part of its services hereunder:

(a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

(c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;

(d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

(e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of

responsibilities to perform Work in accordance with best acceptable practice;

(f) Provide a quality control program as provided under Section 2.4.C above;

(g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;

(h) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the Project;

(i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;

(j) Maintain at the job site orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

(k) Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

(l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;

(m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Contractor's compliance with the approved progress schedule and schedule of shop drawing submissions;

(n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

(o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be

assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and

(p) Cooperate with Owner in the administration of grants.

(2) The Contractor shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

(a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and

(b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Contractor shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Contractor due hereunder, the Contractor shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Contractor and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Contractor shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Contractor shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Contractor's Warranty. The Contractor warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(1) Contractor shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform

all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers shall be paid by the Contractor, to include any costs and attorney's fees incurred in warranty-related litigation between Contractor and any Subcontractors.

(2) The Contractor shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Contractor shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

(3) At the Owner's request, the Contractor shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Contractor employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Contractor shall support the values with data which will substantiate their correctness.

II. Other Contracts. The Owner reserves the right to let other Contracts in connection with this Work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III
COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at Contractor's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the

claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15–day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

(1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or

(2) By mutual acceptance of lump sum; or

(3) On the basis of the cost of the Work, plus a negotiated Contractor's fee for overhead and profit. Contractor shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

(1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Contractor differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

(2) If there is no corresponding adjustment with respect to any other item of Work; and

(3) If Contractor believes that it has incurred additional expense as a result thereof; or

(4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

(5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Contractor shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not

incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Contractor's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Contractor shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Contractor's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Contractor is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Contractor to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Contractor for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Contractor and certifying the amount thereof that has been properly incurred and is then due and payable to the Contractor, and identifying with specificity any amount that has not been properly incurred and that should not be paid.

D. Warrants of Contractor with Respect to Payments. The Contractor warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Contractor, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Contractor or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or any other person.

E. All Compensation Included. Contractor's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Contractor's officers, partners and/or employees, general operating expenses incurred by Contractor and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV
SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Contractor shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Contractor to the same extent Contractor is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Contractor to Owner at the election of Owner, upon termination of Contractor, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract.

(1) A Subcontractor is a person or entity who has a direct contract with Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide:

> "LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Contractor shall require each Subcontractor to assume all the obligations and responsibilities which the Contractor owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the

Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be no more stringent than those requirements imposed on the Contractor by the Owner. The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, the Contractor is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any Subcontractor shall not relieve Contractor from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Contractor.

4.3 Payments to Subcontractors; Monthly Statements. The Contractor shall be responsible for paying all Subcontractors from the payments made by the Owner to Contractor pursuant to Article III, subject to the following provisions:

A. Payment. The Contractor shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Contractor's contract with such Subcontractor. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Contractor, the Contractor shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Contractor have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, Contractor shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers

and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that:

(1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

(2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all the successor contractor's obligations under the subcontract.

ARTICLE V
CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Contractor and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be affected by written order signed by the Architect/Engineer and shall be binding on the Owner and Contractor. The Contractor shall abide by and make such minor changes. Such changes shall be affected by a Field Directive or a Work Directive Change. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Contractor, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Contractor on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Contractor shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Contractor encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Contractor shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Contractor encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Contractor submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Contractor to stop Work in the area affected and delays Work for more than a seven (7) day period, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

(1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or

(2) By unit prices stated in the Agreement or subsequently agreed upon; or

(3) By any other method mutually agreeable to Owner and Contractor.

If Owner and Contractor are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Contractor, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Contractor shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Contractor shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

5.9 Unauthorized Work. Contractor shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Contractor shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Contractor for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Contractor shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Contractor shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Contractor. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI
ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. The Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ a successor Architect/Engineer as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Contractor or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Contractor shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby.

6.6 Timely Performance of Architect/Engineer. The Contractor shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The

Contractor shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Contractor. If Architect/Engineer claims that Contractor's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Contractor in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Contractor believes that Architect/Engineer is not providing timely services or responses, Contractor shall notify Owner of same in writing not less than two (2) weeks before Contractor believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Contractor shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Contractor that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Contractor shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Contractor will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Contractor's services hereunder and otherwise ready for printing. The Contractor shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Contractor to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Contractor. Contractor shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Contractor, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its

possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Contractor shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Contractor shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions. Owner shall not be responsible for any delay or damages to the Contractor for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Contractor and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Contractor and shall advise Contractor of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Contractor's services. Contractor shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Contractor's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Contractor is notified in writing of any such change. Owner and Architect/Engineer may communicate with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project, but only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Contractor. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Contractor recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Contractor has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

(1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

(2) The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Contractor and dealings with Subcontractors shall only be through or with the full knowledge of Contractor.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

(1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;

(2) Serve as Owner/Architect/Engineer's liaison with Contractor, working principally through Contractor's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

(3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;

(4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;

(5) Review applications for payment with Contractor for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and

(6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

(1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;

(3) Undertake any of the responsibilities of Contractor, Subcontractors or Contractor's superintendent, or expedite the Work;

(4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

(6) Authorize Owner to occupy the project in whole or in part; or

(7) Participate in specialized field or laboratory tests.

ARTICLE VIII
RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 No Damages for Delay. If at any time Contractor is delayed in the performance of Contractor's responsibilities under the Contract Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Contractor shall not be entitled to any damages except for compensation specifically authorized in Article III. Contractor's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Contractor from any available remedy against any responsible party other than Owner. Contractor shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Contractor, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to

casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

(1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

(2) The Contractor must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Contractor was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

(3) Within twenty (20) days of submitting its notice of claim, the Contractor shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

(4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.

(5) In the event the Owner and Contractor are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Contractor to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

(6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by the Finance Director in accordance with the Procurement Code. The decision of the Finance Director shall be the final and conclusive Owner decision subject to exclusive judicial review in circuit court by a petition for certiorari.

8.6 Claims for Consequential Damages. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of

management or employee productivity or of the services of such persons; and

(2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX
INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Contractor shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the Work. So long as Contractor, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Contractor shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Contractor's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Contractor or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Contractor's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Contractor reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Contractor under the Contract Documents shall be delivered to and become the property of the Owner. The Contractor at its own expense may retain copies for its files and internal use.

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure the Contract Documents, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Contractor, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Contractor's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Contractor is furnishing its services required hereunder.

B. No Appearance of Conflict. The Contractor shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Contractor has provided the Affidavit of No Conflict, incorporated into the Contract Documents as Exhibit "C", as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Village Manager or designee, a conflict of interest is deemed to exist or arise during the term of the Village Manager or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Contractor certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Contractor.

11.5 Public Entity Crimes. The Contractor is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Contractor comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII
FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Contractor Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, and during the same time period a delay is caused by Contractor, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Contractor, or to the Contractor if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Contractor. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Contractor shall promptly make proof of loss; and Owner and Contractor shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Contractor shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Contractor, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Contractor covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such

that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) Written agreement executed by the Contractor and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum; and

(3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Contractor as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Contractor shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Contractor will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Contractor as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Contractor determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Contractor. The Contractor represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Contractor is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with _____ as the primary qualifying agent. Contractor has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Contractor is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Contractor enforceable against the Contractor in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from

time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Contractor, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Contractor or any partner, officer, or agent of the Contractor which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Contractor.

D. The Contractor has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Contractor, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Contractor.

E. Neither Contractor nor any agent or person employed or retained by Contractor has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Contractor shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Contractor or which are the responsibility of the Contractor to fulfill. The Contractor shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Contractor, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Contractor under the Contract Documents shall be in effect, the Contractor shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Contractor.

I. The Contractor shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Contractor shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Architect/Engineer timely notice of Contractor's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Contractor fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof and terminate payments to the Contractor until the cause for such order has been eliminated. Contractor shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Contractors performing additional Work and an appropriate deductive change order shall be issued. Contractor shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Contractor fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Contractor from all or part of the site, take possession of all or part of the Work, Contractor's tools, construction equipment and machinery at the site or for which Owner has paid Contractor but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner’s written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Contractor. Failing payment by the Contractor and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Contractor that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Contractor in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or

enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV
TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice to the Contractor should Contractor fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner. In the event Owner terminates for cause and it is later determined by a court of competent jurisdiction that such termination for cause was not justified, then in such event such termination for cause shall automatically be converted to a termination without cause pursuant to Section 14.2.

A. Nonperformance. If the Contractor fails to timely perform any of his obligations under the Contract Documents, including any obligation the Contractor assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Contractor fails to perform such obligation, make good such deficiencies and perform such actions. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such deficiencies, and the Contractor's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Contractor as a result of its breach.

B. Insolvency. If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Contractor and its surety, if any, fourteen (14) days written notice, and during which period the Contractor fails to cure the violation, terminate the Agreement. In such case, the Contractor shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Contractor to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Contractor.

C. Illegality. Owner may terminate the Agreement if Contractor disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Contractor (and the Surety, if there is one) seven (7) days written notice, terminate the services of Contractor for

cause; exclude Contractor from the Project site and take possession of the Work and of all Contractor's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Contractor for trespass or conversion); incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Contractor but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Contractor shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct and indirect costs of completing the Work exceed the unpaid balance of the Contract Sum, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Contractor's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its Village Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Contractor. In the event of such termination for convenience, the Owner shall compensate Contractor for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, subject to the terms and conditions of Section 3.1. The Contractor shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Contractor. As a condition of Owner's termination rights provided for in this subsection, Contractor shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Contractor hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Contractor, which will fix the date on which Work will be resumed. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Contractor makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Contractor abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one

hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Contractor its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, Contractor shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Contractor may or may not have against the Owner. Upon termination, the Contractor shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Contractor. If, through no act or fault of Contractor, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment or fails to pay Contractor any sum finally determined to be due; then Contractor may, upon fourteen (14) days written notice to Owner terminate the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to act on any Application for Payment or Owner has failed to make any payment as aforesaid, Contractor may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A
Project Plans/Drawings

Exhibit B
Project Technical Specifications

Exhibit C
Affidavit of No Conflict

Exhibit D
Contractor's Certificate(s) of Insurance

Exhibit E
Contractor's Payment and Performance Bond

EXHIBIT 4: RPF 2024-02 (INCLUDING ADDENDUM 1)

ESTERO, FLORIDA

REQUEST FOR
PROPOSAL

RFP # 2024-02

CMAR Estero on the River Phase 1 & 2

VILLAGE OF ESTERO
9401 Corkscrew
Palms Circle
Estero, FL
33928

Issue Date: March 15, 2024

Village of Estero RFP # 2024-02
Construction Manager at Risk—Estero on the River Phase 1 & 2

A. Introduction

Estero on the River Phase 1 & 2

The Village of Estero owns approximately 70.12 acres of property east of US 41 and north of Corkscrew Road in Estero, Florida. The property is bounded by US 41 to the west, Corkscrew Road to the south, Seminole Gulf Railway property to the east and County Rd/Judith Lane to the north. The Estero River runs through the property. The property was purchased by the Village in 2019.

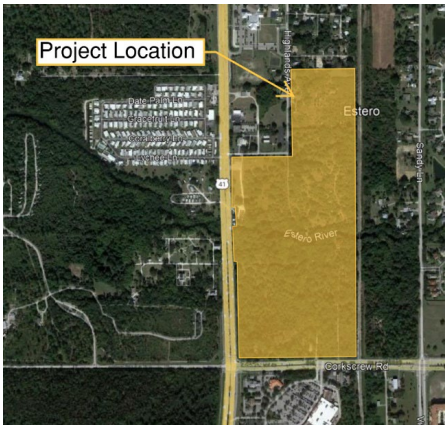


Figure 1- Location Map

Phase 1 Construction

The Village of Estero's consultants are currently working to complete the design and permitting of the proposed Phase 1 improvements on the property. The Phase 1 improvements include a walking path, pedestrian bridge over the Estero River, a restroom building, parking lot, landscaping, irrigation and utilities. Copies of the construction plans and permits have been attached.

The Village of Estero seeks to retain a construction management firm to manage the construction of the Phase 1 improvements.

Phase 2 Construction

The Village of Estero seeks to retain a construction management firm to design, permit, and build a fence around the property located south of the Estero River and additional walking paths on the property south of the river. The Phase 2 project is intended to include the following improvements.

1. Fence: A decorative fence along US 41 and Corkscrew Road and a vinyl chain link fence along the Seminole Gulf Railway property. The fence along US 41 and Corkscrew Road is expected to the similar to the fence included in the attached Fence Plan Set. The selected firm will refine the fence design and determine the appropriate location. One gate along US 41, 2-3 gates along Corkscrew Road and 1-2 gates along the railroad tracks are expected for the project.
2. Corkscrew Road Path: An 8-10 ft wide path along Corkscrew Road from Sandy Lane to US 41. The location of the path will be determined at part of the project. The path will be located away from the roadway, providing a grass/landscape buffer between the path and roadway pavement. Easements may be required from adjacent property owners. Improvements at the Corkscrew Road and Sandy Lane intersection will be required to connect the proposed path to the existing and proposed paths along Corkscrew Road.
3. Phase 2 nature trail: An 8-ft wide path that will connect to the Phase 1 path and meander through the western portion of the project. The Phase 2 path will also include a path and observation area that directs pedestrians around the eagle nest during the nesting season.

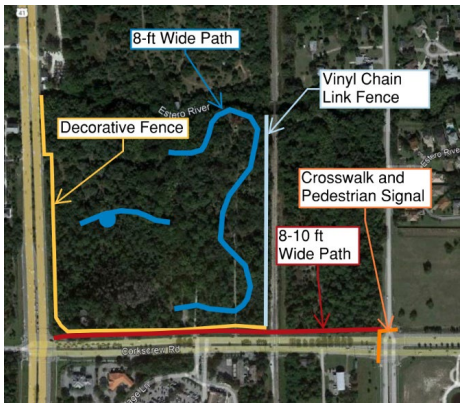


Figure 2 - Proposed Improvements

The project must accommodate the existing gopher tortoises' and bald eagle nest located on the site. A copy of the Phase 1 path plan which includes the location of gopher tortoises and the bald eagle's nest are attached. A copy of the Bald Eagle Management/Monitoring Plan is also attached.

Firms are required to provide all the services required to deliver a completed project. This is expected to include a general contractor, engineers, ecologists, landscape architects and any other professions or services required to plan, design, permit, and construct the project.

For consideration, responses to this request must contain evidence of the Proposer's experience and ability to perform the specified services identified within this Request for Proposals (RFP).

The Village is seeking proposals from qualified construction managers (Proposers) to provide construction management services with a Guaranteed Maximum Price (GMP) for the construction of the project.

Selection Criteria

The Village selection committee will rank each firm based on the following criteria. Criteria rates are in parentheses.

1. Company and Staff Qualifications (30%)
2. Project Experience (30%)
3. Project Approach / Methodology (20%)
4. References (20%)

After applying the weight percentage to each criterion, the score for each firm will be added together for a total score. The firm with the lowest score will be ranked first.

Attachments:

1. Location Map
2. Boundary Survey (Project only includes land south of the Estero River)
3. Bald Eagle Management and Monitoring Plan

Phase 1 Documents

4. Civil Plans
5. Landscape Plans Irrigation Plans
6. Irrigation Plans
7. Restroom Facility Architectural Plans
8. Bridge Construction Plans
9. Coast Guard Permit
10. SFWMD ERP
11. SFWMD Water Use Permit
12. Village of Estero Permit
13. Grant Agreement
14. Grant Agreement Amendment

Phase 2 Documents

15. Project Location
16. Proposed Improvements
17. Fence Plan Set

B. Initial Information

Location and population: The Village of Estero is located in Lee County, Florida. The Village's population is approximately 38,000 residents. The Village consists of approximately 25 square miles.

Form of Government: The Village is a Florida municipal corporation governed by a seven-member Village Council and operates under the established Village Charter. The Village's operations are managed by a Village Manager.

Designated Procurement Contact: Prospective Proposers are to communicate with the Village as to this RFP only through the Village's Procurement Manager (PM):

Steve Gillette, Procurement Manager (PM)
9401 Corkscrew Palms Circle
Estero, FL 33928
gillette@estero-fl.gov
Office: (239) 221-5035

No Lobbying: The Village requires that after the issuance of this solicitation, or during renegotiation of an existing contract, no actual or prospective Proposers or their agents, representatives or persons acting at the request of such actual or prospective Proposers shall contact, communicate with, or discuss any matter relating to the solicitation or the renegotiation with any Village officers, agents or employees other than the PM, unless otherwise provided for in the solicitation or otherwise directed by the PM. This prohibition includes copying such persons on written communications with the PM but does not apply to presentations made to evaluation committees or at a Village Council meeting where the Council is considering approval of a proposed contract, and ends upon execution of the final contract or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the Council directing renegotiation or written notice from the PM to the existing contractor instituting a renegotiation process. Failure to adhere to this anti-lobbying rule will result in the offender being disqualified from further consideration, and its Proposal unopened.

Mandatory Pre-Proposal Meeting:
Friday, April 5, 2024, at 2:00 pm
Live at Village Hall – Council Chambers
9401 Corkscrew Palms Circle, Estero, FL 33928
(prospective Proposers may also participate by remote video means if arranged in advance)

At the pre-Proposal meeting, the Village will attempt to answer all questions received. However, no additions, deletions or modifications to the requirements stated herein will be binding on the Village unless and until a written addendum to the RFP is issued by the Village.

Deadline for Submission of Questions:
Friday, April 12, 2024, at 2:00 pm

Inquiries or requests for clarifications of any information contained in the RFP must be received in writing in the manner set forth above. All inquiries, suggestions or requests pertaining to this RFP must be submitted to the PM. This deadline has been established to maintain fair treatment for all potential Proposers, while ensuring an expeditious evaluation and selection process.

Village's Final Posting of any Addenda
Wednesday, April 17, 2024, by 2:00 pm

The Village will endeavor to post responses to all questions or clarification requests submitted by prospective Proposers. However, questions submitted at or near the deadline may not be answerable by the addenda deadline, so prospective Proposers are encouraged to submit questions as early as possible. The Village will provide answers by issuing an Addendum. If more than one Addenda are issued, they will be sequentially numbered. All Addenda are deemed a part of this RFP. Prospective Proposers are responsible to check for addendums prior to submittal.

Proposal Submission Deadline:
Friday, April 26, 2024, by 2:00 pm

The RFP and any addenda can be downloaded from the Village website at https://estero-fl.gov/for-businesses/rfprfq/. Disadvantaged Business Enterprises (DBEs) and Woman and Minority-Owned Business Enterprises (W/MBEs) are encouraged to submit a Proposal.

The Village is accepting electronic Proposals via email to the Procurement Manager with the words **"RFP 2024-02 submission"** in the subject line of the email to **gillette@estero-fl.gov** Submission of Proposals prior to the deadline is solely and strictly the responsibility of the Proposer. It is the sole responsibility of the Proposer to take all necessary steps to ensure its Proposal is received by the due date and time. The Village will not be responsible for delays caused by technological issues that may occur or for any other reason.

To ensure the Village complies with ADA accessibility requirements, all Proposal documents submitted must be PDF/A compliant. PDF/A compliant documents have embedded fonts and do not reference external files. If applicable, layers must not be preserved from CAD drawings. Scanned documents must be created as PDF/A compliant, made text searchable, and have a minimum resolution of 300 dpi. Pursuant to the Florida Electronic Signature Act, officers or authorized agents of Proposers are authorized to sign Proposals electronically in the s/ First Last format.

Proposals are due no later than the time and date specified in the RFP. Any Proposals received after that time and date will not be opened. No proposal may be modified after submission to the Village. **Proposals by hand delivery, mail, courier telephone or transmitted by facsimile (FAX) machine will not be accepted**. The Village reserves the right to reject any and all Proposals if it is deemed to be in the best interest of the Village.

Opening of Proposals:
Proposal Submission Date, at 2:01 pm

The Village will open all Proposals on the date and at the time listed above. Since Proposals are not wholly price driven, are subject to evaluation and ranking to the published evaluation criteria and weighted importance, and are subject to further negotiation, clarification, on site presentation, best and final offer request prior to a contract being finalized, only the Proposers name will be read aloud at opening.

Pursuant to Florida Statutes § 119.071(1)(b), sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from public records disclosure until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

C. General Terms and Conditions

ACCOMMODATION OF DISABILITIES: Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Village Clerk's Office as promptly as possible to allow the Village to examine the request and determine what if any accommodations are possible.

ACCEPTANCE AND REJECTION - The Village reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Village. The Village may award sections individually or collectively whichever is in its best interest.

ADDITIONAL TERMS & CONDITIONS - The Village reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

AWARD - Award will be made to the best responsive and responsible offeror whose Proposal is determined by the Village to be in the best interest of the Village and who successfully completes subsequent negotiations.

COMMITTEE MEETINGS & INFORMATION: Notice of the proposal review committee meetings will be posted within a reasonable time period (generally 72 hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Village Hall, a link to which may be found on the Village's web page: https://estero-fl.gov/for-businesses/rfprfq/. Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

CONFLICT OF INTEREST – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the Village in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

DISCRIMINATORY VENDOR LIST: An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or consultant under any contract with any public entity, and shall not transact business with any public entity. See, Florida Statutes § 287.134(3)(d).

ECONOMY OF PREPARATION: The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

INFORMALITIES - The Village reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

INFORMATION AND LITERATURE - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

PRICING - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

PROPOSAL ACKNOWLEDGEMENT - By submitting a proposal, the proposer certifies that it has completely reviewed the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

PROPOSER EXPENSES - No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Village will not pay a retainer or similar fee. The Village is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Village will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The Village will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

PUBLIC ENTITY CRIMES – By submission of response to the Village's Request for Proposal on this project, proposer acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

RESPONSIBLE OFFEROR/PROPOSER: A contractor, business entity or individual which is

fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.

RESPONSIVE OFFEROR/PROPOSER: A contractor, business entity or individual which has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including requirements as to form and substance.

Compliance with Federal Standards. All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those related to disposal of chemicals and hazardous materials, protection of waterways, and those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

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

The list of "Scrutinized Companies" is created pursuant to Florida Statutes § 215.473. A copy of the current list of "Scrutinized Companies" can be found at the following link: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx

The company representative authorized to sign on behalf of the bidder/proposer, hereby CERTIFIES that the company identified as the Proposer is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria.

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

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

TAX EXEMPTIONS - The Village of Estero is tax exempt. The Village's tax-exempt number is 85-8016684668C-2.

TRADE SECRETS - The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

> "Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:
>
> 1. Secret;
> 2. Of value;
> 3. For use or in use by the business; and
> 4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it
>
> when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the Village will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to Village solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the Village will, to the extent possible, cooperate in any court action a bidder, proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer or responder fails, *prior to the submission of their materials* to the Village, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult

with the Village's legal counsel and, if Village legal counsel agrees with the designation, the Village will assert the exemption and redact the relevant materials. If the Village's counsel disagrees with the designation, Village staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Village notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

PAYMENT AND PERFORMANCE BOND: Pursuant to Florida Statutes § 255.103(2), the Construction Manager must secure an appropriate surety bond pursuant to Florida Statutes § 255.05 and must hold all construction subcontracts.

D. Evaluation Procedure

Pursuant to Florida Statutes § 255.103, a governmental entity must select a construction management entity pursuant to the process provided by Florida Statutes § 287.055. The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the most qualified Proposer.

The Evaluation Committee may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the the Evaluation Committee chooses to allow oral interviews and/or presentations, pursuant to Florida Statutes § 286.0113(2)(b), any portion of such interviews or oral presentations are exempt from the Florida Sunshine law. If the Village elects to close any such portions of the Evaluation Committee's work, the Village will ensure a recording of such portions will be made in accordance with the statute.

If presentations are requested, the Village Clerk will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The Village will allot equal time for each Proposer divided into three sequential parts: formal presentations, questions and answers, and discussion. Oral interviews/presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

The Evaluation Committee will evaluate proposals which have been reviewed for responsiveness and responsibility based on the following criteria:

- The ability, capacity, and skill of the Proposer to perform the work and satisfy the contractual obligations;
- The ability of the Proposer's professional personnel;
- The Proposer's willingness to meet time and budget requirements;
- The Proposer's location;
- The Proposer's recent, current, and projected workloads;

- The volume of work previously awarded to each Proposer by the Village;
- The performance of previous contracts and input from references;
- The sufficiency of the financial resources and ability of the Proposer to provide service for the term of the contract, including extensions;
- Whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act; and
- Such other criteria as the Evaluation Committee determines is relevant and necessary to be evaluated, except that any such additional criteria considered shall be set forth in the minutes of the Evaluation Committee and shall be applied equally to all Proposers.

Proposers submitting the required criteria will have their proposals evaluated by an Evaluation Committee and scored for the non-price factors listed above. Weights for cost and location will not be assigned by the Evaluation Committee.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the Village will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

During the evaluation process and at the sole discretion of the Village, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the Village in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Village may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

Once the Evaluation Committee has provided its rankings to the Village Manager, the Village Manager or his/her designee will select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. The Village will then negotiate a contract with the most qualified firm to perform the CM services under such terms and conditions as the Village determines is fair, competitive, and reasonable, while understanding that the Parties will not, at that time, be aware of the Guaranteed Maximum Price.

Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at terms the Village determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. The Village will then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Village will terminate negotiations and then undertake negotiations with the third most qualified firm.

Should the Village be unable to negotiate a satisfactory contract with any of the selected firms, the Village will select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached or the Village cancels the competitive process.

E. Form of Agreement

While the final agreement will be subject to negotiations, the Village intends to begin negotiations with its standard Construction Management at Risk form of agreement, incorporating the Village's General Conditions and form of Payment and Performance Bond. These documents are appended to this RFP and incorporated herein.

F. Portions of Proposal

Tab 1 - Transmittal Letter

The response shall contain a cover letter electronically signed by a person who is authorized to submit the proposal and should identify all materials and enclosures being forwarded in response to the RFP. At a minimum, the cover letter should provide:

- Full legal company name;
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract);
- Primary company phone and fax numbers and email address;
- Company type, i.e. Corporation, Partnership, etc.;
- Names and titles of principals;
- Brief statement of company history (date of establishment, number of years in business, number of employees, etc.);
- Brief description of business philosophy; and
- Reason for interest in submitting a response to this solicitation.

Tab 2 – Completed Forms

Proposers must complete all reference, questionnaire and reference forms attached to this RFP and compile them in this tab.

Tab 3 - Table of Contents

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

Tab 4 – Company Qualifications

In this section, Proposers shall provide documentation to demonstrate the firm's experience performing work under the contract.

The Proposers shall include the following information:

- **Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.

- **Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Proposer as well as Key

Personnel.

- **Proposed Subcontractors.** Submit information to demonstrate the qualifications and experience of subcontractors proposed to perform any portion of work. All proposed subcontractors are subject to approval by the Village.

- **Related Experience** In this section, Proposers shall submit a written narrative describing at least five (5) contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Proposers must include the type of services performed and time frame of performance.

Tab 5 – Team Qualifications

In this section, Proposers shall provide documentation to demonstrate the project team's experience performing work under the contract.

The Proposers shall include the following information.

- **Team Organizational Chart**. Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.

- **Key Personnel.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.

Tab 6 – Project Approach / Methodology

Proposed Approach & Methodology. In this section of the package, Proposers shall provide a written narrative describing the proposed approach and methodology for performing the services required for this Project. The narrative must provide a synopsis of the Proposer's understanding of the scope of services and the intent of the Project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely Project using the most cost-effective solutions and best practices. Include in this section the Firm's approach to project cost control.

Proposed Work Schedule. Submit a proposed work schedule that includes a timeline showing how the phases of the Project will be planned and constructed both in the pre-and post-GMP phases of the Project.

Schedule Control Narrative. Submit a written narrative of the Proposer's project management methods to establish, monitor, and track the coordination of subcontractors and ability to meet schedules in a timely manner.

Tab 7 – References

Provide additional project and reference details for the companies on the submitted reference

forms. Additional details should include how the reference client/projects are similar to the proposed project.

G. Additional Terms

Conflict of Interest. By submitting a proposal, the Proposer certifies that to the best of its knowledge or belief, as conveyed by the company official submitting the Proposal, no elected/appointed official or employee of the Village is financially interested, directly or indirectly, in the purchase of the goods or services specified in this RFP. The Proposer, by submitting their proposal, declares that no Village Council Member, other Village officer, or Village employee, directly or indirectly owns more than five (5) percent of the total assets or capital stock of the proposing entity, nor will directly or indirectly benefit by more than five (5) percent from the profits or emoluments.

Collusion. The Proposer, by submitting its proposal, declares that the proposal is made without any previous understanding, agreement, or connections with any persons, firms or corporations making a proposal on the same items and that it is in all respects, fair, and in good faith without any outside control, collusion, or fraud.

Purchases by Other Public Agencies. With the consent and agreement of the successful Proposer(s), acquisition of similar services may be made under the agreement reached by the Parties by other governmental agencies, municipal corporations or political subdivisions. Such "piggybacked" purchases shall be governed by the same pricing and essential terms and conditions stated in the agreement.

Insurance. Each vendor shall include in its solicitation response package proof of the insurance coverages required by this Section as follows:

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this Section, must be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the Village prior to contract execution and before any work begins.

The vendor(s) shall provide and maintain at all times during the term of any contract, without cost or expense to the Village, policies of insurance**,** with a company or companies authorized to do business in the State of Florida, and which are acceptable to the Village, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificates of insurance to the Village at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract. Such policies of insurance, and confirming certificates of insurance, must insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	$1,000,000/2,000,000

Automobile liability insurance, including all owned, non-owned, scheduled, and hired autos with the following minimum limits and coverage:

Combined Single Limit	$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the Village responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	$1,000,000
Disease-Each Employee	$1,000,000
Disease-Policy Limit	$1,000,000

Professional liability and specialty insurance (engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance with minimum limits of $1,000,000 and annual aggregate of $2,000,000 are NOT applicable for this project.

The Village of Estero, a Florida municipal corporation, must be named as additional insured as their interest may appear on all applicable liability insurance policies.

Certificates of insurance must provide for a minimum of thirty (30) days prior written notice to the Village of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

At time of contract, the vendor will be required to provide a copy of all policy endorsements, reflecting the required coverage, with the Village listed as an additional insured along with all required provisions to include waiver of subrogation.

Certificates of insurance must evidence a waiver of subrogation in favor of the Village, that coverage will be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the Village.

The vendor will be responsible for subcontractors and their insurance. Subcontractors must provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the vendor's requirements.

All self-insured retentions must appear on the certificates and will be subject to approval by the Village. At the option of the Village, the insurer must reduce or eliminate such self-insured retentions, or the vendor or subcontractor must procure a bond guaranteeing payment of losses and

related claims expenses.

The Village will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the vendor or subcontractor providing such insurance.

Neither approval by the Village of any insurance supplied by the vendor or subcontractors, nor a failure to disapprove that insurance, will relieve the vendor or subcontractors of full responsibility for liability, damages, and accidents as set forth in this solicitation or any contract arising from this solicitation.

H. Phasing/Costs/Budget.

Construction Manager Fee. The Village will negotiate with the top ranked firm until a successful agreement is executed. The preconstruction and construction services fee will be a flat fee.

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

Preconstruction Phase. During the preconstruction phase, the CM shall work closely with the Village and the Project Engineer (Engineer) to bring best value and quality to the Project, as defined by the Village. The selected Proposer will be required to sign an agreement with the Village to perform preconstruction services, and the amount of the agreement will be the portion of the fee proposed for preconstruction services.

Cost Monitoring. The Village requires that the CM monitor costs incurred for the Preconstruction Phase separately from costs incurred against the GMP during the Construction Phase. The CM will be required to assist in developing the various aspects of the budget for the project, including architecture/engineering and construction.

Project Phasing. Although the Village anticipates construction in two phases, the Village may benefit if the construction is divided into phasing components in addition to any phasing indicated in this RFP. Examples of possible phasing components are: demolition, hazardous material abatement, placement or relocation of underground utilities, site preparation, parking lots, and landscape. Phasing components shall be identified during the pre-construction phase by the CM and proposed by the CM to the Village. The Village's goal in reviewing with the phasing with CM is to minimize costs and/or expedite the completion project and use of each parcel to be conveyed to the private operators.

Construction Cost Estimates. The CM shall provide construction phase cost estimates at a minimum, at the following points in the project process:

Concept Plan review with the Engineer

30% Design
75% Design
100% plan submittal for the development review process
50% Construction Documents
100% Construction Documents

Project Budget. The CM, in collaboration with the Engineer, is directed to provide a construction design budget. The CM and Engineer shall provide to the Village as a supplement to the design, additive and deductive alternatives to meet the project scope requirements.

The Guaranteed Maximum Price (GMP) is the maximum price that the Village and the CM agree upon as the payment for providing and/or installing all of the work associated with the scope of the project. The GMP is the amount budgeted for the construction of the project.

Construction Phase. The Village reserves the right to approve the subcontractor trade selection process and vendor and may attend any and all meetings related to this process. The CM will participate in regular progress meetings with the Village and provide reports, as needed/requested. The CM will provide photo documentation of the work for each location.

The CM understands and agrees that its books are open for audit by the Village. Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof certified by Design Professional and approved by Owner for payment, whichever is less, until the Project has reached 50% completion. Upon 50% completion, the Construction Manager may request that the Village pay up to one half of the retainage then held by the Village for properly conducted work. If Village does not dispute the proper delivery of services, then the Village shall make such payment. Once 50% completion is reached, the Village shall only retain up to 5% of each progress payment. Such sum shall be accumulated and not released to Construction Manager until final payment is due. Owner reserves the right to reduce such retainage after Substantial Completion.

I. Forms.

Required forms. Required forms follow.

REFERENCES

Provide a minimum of three references for which the collector is currently providing the types of requested services (or have provided within the last 8 years). One reference must be for a residential jurisdiction with at least 4,000 residents.

1. Company Name_____

   Contact Name and Title_____

   Phone Number_____ Email Address_____

   Length of contract or business Start Date_____End Date_____

   Contract Value$_____

   Description of work provided on this contract _____

   _____

2. Company Name_____

   Contact Name and Title_____

   Phone Number_____ Email Address_____

   Length of contract or business Start Date_____End Date_____

   Contract Value$_____

   Description of work provided on this contract _____

   _____

3. Company Name_____

   Contact Name and Title_____

   Phone Number_____ Email Address_____

   Length of contract or business Start Date_____End Date_____

   Contract Value$_____

   Description of work provided on this contract _____

   _____

NON-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY _____

_____, being duly sworn, deposes and says that:

(1) He/she is _____ of _____,
Title Firm/Company
the Proposer that has submitted the attached Proposal.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

_____
(Title)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ by _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ (Signature of Notary Public)

_____ (Name of Notary, typed, printed or stamped)

_____ (Serial Number)

(Notary's Seal)

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: _____

Vendor FEIN: _____

Auth. Representative's Name/Title: _____

Address: _____

City, State and Zip Code: _____

Phone Number: _____

Email Address: _____

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

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyRe ports.aspx

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes § 287.135 and § 215.473, the submission of a false certification may subject the Proposer Vendor to civil penalties, attorney's fees, and/or costs.

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

Authorized Signature_____

Printed Name: _____

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the Village's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the proposal response.

Addendum No._____ Date Issued:_____

Addendum No._____ Date Issued: _____

Addendum No._____ Date Issued:_____

Addendum No._____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

(Print/type name as signed above): _____

DATE: _____

DRUG FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statutes § 287.087, hereby certifies that

_____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

_____

(Authorized signature) (Date) _____

_____

(Print/type name as signed above)

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No._____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of $_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract [insert contract # if assigned] dated _____, 20__, between Principal and Owner, which contract was awarded pursuant to [insert RFP #], for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays Owner all loss, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is [general description of the improvement].

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON ____, ____.

(Name of Principal)

(Name of Surety)

By: _____
As Attorney in Fact for Surety

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

Village of ESTERO

ESTERO, FLORIDA

RFP # 2024-02
CMAR Estero on the River Phase 1 & 2

Addendum 1 3/25/2024

- Mandatory pre-bid meeting has been moved from Friday April 5 to Thursday April 4 at 2:00 pm at Village Hall Council Chambers

Addendum 2 Questions Due 4/12/24 2:00 pm, Answers posted 4/15/2024

Question- The packet for 2024-02 includes a "Performance and Payment Bond Public Construction Bond". Are you requesting that contractors submit a bond as part of this proposal?

Answer- No, this statement is intended to put submitting firms on notice that the selected firm will be required to obtain performance and payments bonds.

Question- Can we provide projects as references that are slightly older than the stated seven years?

Answer- Yes, please include dates for any project older than 7-years.

Question- Can work in communities that include sidewalks, pathways, parking lots, landscape, irrigation, and utilities be used in the evaluation criteria?

Answer- Yes, any work the responding firm feels demonstrates their ability to complete this project can be included.

Question- The solicitation indicates that "one reference must be for a residential jurisdiction with at least 4,000 residents". Do you mean residential community or a municipality?

Answer- The statement should read "one reference must be from a municipal jurisdiction with at least 4,000 residents".

Question- Please clarify the scoring calculation method. Page 4 states "the firm with the lowest score will be ranked first", but the 4 criteria percentage totals would indicate the proposer closes to 100% would be ranked first.

Answer- The selection committee will rank each firm based on the four criteria. Points will not be assigned for each criterion. Each firm will be ranked 1, 2, 3 etc. compared to the other firms. Each criterial rank will then be multiplied by the weight in parentheses. The weighted rank will be totaled for the composite rank. Following is a hypothetical example.

Firm	Qualifications		Experience		Approach		References		Composite Rank
	Weight	0.3	Weight	0.3	Weight	0.2	Weight	0.2	
	Rank	Weighted Rank	Rank	Weighted Rank	Rank	Weighted Rank	Rank	Weighted Rank	
1	1	0.3	1	0.3	1	0.2	1	0.2	1
2	2	0.6	2	0.6	2	0.4	2	0.4	2
3	3	0.9	3	0.9	3	0.6	3	0.6	3
4	4	1.2	4	1.2	4	0.8	4	0.8	4
5	5	1.5	5	1.5	5	1	5	1	5
6	6	1.8	6	1.8	6	1.2	6	1.2	6
7	7	2.1	7	2.1	7	1.4	7	1.4	7

The average ranking of all firms from each selection committee member will be used to determine the firm rankings.

Question- What is the expected construction start for Phase 1?

Answer- Final construction schedule will be coordinated with the selected firm, but it is expected in summer 2024.

EXHIBIT 5: CONSTRUCTION MANAGER'S PROPOSAL


Response to Request for Proposal RFP #2024-02
VILLAGE OF ESTERO
CMAR ESTERO ON THE RIVER
PHASE 1 & 2
April 26, 2024 - 2:00 pm
Manhattan
Building excellence.
Village of
ESTERO
Prepared by:
Craig Bryant, Vice President
Manhattan Construction Company
3705-1 Westview Drive
Naples, Florida 34104
(239) 643-6000
cbryant@manhattanconstruction.com
Prepared for:
Steve Gillette, Procurement Manager (PM)
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
(239) 221-5035
gillette@estero-fl.gov

Manhattan Construction Company
3705-1 Westview Drive
Naples, Florida 34104

239.643.6000 (office)
239.435.3827 (facsimile)
manhattanconstruction.com

Manhattan
Building excellence.

April 26, 2024

Steve Gillette, Procurement Manager (PM)
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928
(239) 221-5035
gillette@estero-fl.gov

RE: Village of Estero RFP # 2024-02 - CMAR Estero on the River Phase 1 & 2

Dear Mr. Gillette:

Warm greetings from Manhattan Construction Company! Our team is deeply inspired by the Village of Estero's commitment to enriching the lives of its residents and fostering a sense of belonging and pride within the community we share. We are eager to lend our expertise and passion to this project, ensuring that every aspect is meticulously planned, executed, and delivered with excellence.

On behalf of Manhattan Construction Company (MCC), I am pleased to submit our proposal in response to the Request for Proposals (RFP) for construction management services for the Estero on the River Project. Enclosed you will find our comprehensive proposal outlining our qualifications, experience, and approach to successfully delivering the Phase 1 and Phase 2 improvements as outlined in the RFP.

Full Legal Company Name: Manhattan Construction Company

Physical Street & Mailing Address: 3705-1 Westview Drive Naples, FL 34104

Primary Company Phone: 239.643.6000

Primary Company Email Address: cbryant@manhattanconstruction.com

Company Type: Corporation

Names and Titles of Principals:

President: John Reyhan

Robert E. Bowen, Sr. Vice President

Bob Vecera, Sr. Vice President

Matthew Jones, Executive Vice President

Greg McClure, Sr. Vice President

Brian Killion, Vice President – Operations

Craig Abbott, Vice President

Craig Bryant, Vice President

Ryan Haynie, Vice President

Jason Fuller, Vice President

Jason McFadden, Vice President

Michael Miller, Vice President

Bob Tinkler, Treasurer & Assistant Secretary

Brief Company History: Established in 1896, Manhattan Construction Company stands as one of the largest family-owned construction firms in the United States. Originating in Oklahoma under the guidance of L.H. Rooney, the company has flourished through five generations of Rooney family leadership. With a legacy spanning over a century, our company has earned a reputation for excellence and reliability in the construction industry. Throughout our history, we have successfully completed a variety of projects across diverse sectors, showcasing our firm commitment to quality and innovation. Today, Manhattan Construction Company remains dedicated to delivering exceptional construction projects, and we are enthusiastic about the opportunity to collaborate with The Village of Estero.

Brief Description of Business Philosophy: At MCC, our business philosophy is rooted in quality, timeliness, and cost-effectiveness. We take pride in our commitment to delivering high-quality projects on time and within budget. Our team includes seasoned professionals who have the skills and experience necessary to meet your project's needs. We possess expertise in every aspect of construction management, spanning from initial preconstruction planning through project scheduling, coordination, and ultimately, achieving successful project completion.

Reason for Interest in Submitting a Response: We're excited to partner with the Village of Estero for the Estero on the River Project. With deep community roots, Manhattan Construction Company is driven by a passion for enhancing public spaces for our families and neighbors. Our extensive experience and strong local ties uniquely position us to be your ideal construction management partner. Together with Harvard Jolly architects, we've successfully completed projects totaling nearly one million square feet, bringing valuable synergy to the Estero on the River endeavor. Moreover, many of our team members reside in the Village of Estero, bringing both expertise and genuine excitement to the project. This personal connection fuels our dedication, ensuring a successful outcome that our community can take pride in.

EXPERIENCE WITH
HARVARD • JOLLY
960,000 SQUARE FEET
$118 MILLION DOLLARS

Enclosed with this letter, you will find our detailed proposal, which includes our project approach, methodology, and relevant experience. Additionally, we have provided evidence of our company's qualifications, staff expertise, and references as per the criteria outlined in the RFP.

We are confident that our proven track record, commitment to excellence, and understanding of the local community make us the best choice for managing the construction of the Estero on the River Project. We are excited to collaborate with the Village of Estero and its stakeholders to bring this vision to fruition.

Should you require any further information or clarification, please do not hesitate to contact us at your convenience. We look forward to the opportunity to work together on this exciting project.

Thank you for considering Manhattan Construction Company for this important endeavor.

Craig Bryant
Vice President

2. Completed Forms

References

REFERENCES

Provide a minimum of three references for which the collector is currently providing the types of requested services (or have provided within the last 8 years). One reference must be for a residential jurisdiction with at least 4,000 residents.

1. Company Name Naples Botanical Garden

   Contact Name and Title Gary Boivin, Vice President of Operations

   Phone Number (239) 451-6205 Email Address gboivin@naplesgarden.org

   Length of contract or business Start Date 06/2022 End Date 01/2024

   Contract Value$ 14,124,774

   Description of work provided on this contract Evenstad Horticultural Campus - Construction Manager at Risk. Five-acre horticultural campus. Provided pad ready site for greenhouse installers.

2. Company Name City of Marco Island

   Contact Name and Title Mike Daniel, Construction Manager

   Phone Number (239) 389-3992 Email Address mdaniel@cityofmarcoisland.com

   Length of contract or business Start Date 07/2021 End Date 11/2022

   Contract Value$ 11,015,243

   Description of work provided on this contract Marco Island Veterans' Park - The renovation of the park includes the addition of a 5,769-square-foot bandshell, new playground equipment and shade structures, a picnic and game area and a 1,329-square-foot restroom building.

3. Company Name Tulsa Botanic Garden

   Contact Name and Title Chuck Lamson, President & CEO

   Phone Number (918) 289-0330 Email Address chuck@tulsabotanic.org

   Length of contract or business Start Date 03/2022 End Date 07/2023

   Contract Value$ 8,154,130

   Description of work provided on this contract Tulsa Botanic Garden Stanford Family Liberty Garden and Bumgarner Lotus Pool- is a new garden built on and reshaped a peninsula to create an outdoor area to gather for events. It features two large pavilions, a plinth with a large flagpole at the center of the garden, cast-in-place stairs down to the water's edge at the end of the peninsula, and an entry plaza with stone piers. A precast "Deco" bridge was added to create access to the peninsula from both directions and complete the garden pathway.

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2. Completed Forms

Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA

COUNTY COLLIER

Craig Bryant, being duly sworn, deposes and says that:

(1) He/she is Vice President (Title) of Manhattan Construction Company, (Firm/Company) the Proposer that has submitted the attached Proposal.

(2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Proposal.

(4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____

Vice President
(Title)

STATE OF FLORIDA
COUNTY OF ~~LEE~~ COLLIER

The foregoing instrument was acknowledged before me this 26th day of April, 2024 by Craig Bryant, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

_____ (Signature of Notary Public)

Audrey Weldon (Name of Notary, typed, printed or stamped)

HH 263954 (Serial Number)

(Notary's Seal)

AUDREY WELDON
Notary Public
State of Florida
Comm# HH263954
Expires 5/11/2026

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2. Completed Forms

Vendor Certification Regarding Scrutinized Companies' List

VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS

Vendor Name: Manhattan Construction Company

Vendor FEIN: 73-0338330

Auth. Representative's Name/Title: Craig Bryant, Vice President

Address: 3705-1 Westview Drive

City, State and Zip Code: Naples, Florida 34104

Phone Number: (239) 643-6000

Email Address: cbryant@manhattanconstruction.com

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

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link: https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyRe ports.aspx

As the person authorized to sign on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Proposer Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Florida Statutes § 287.135 and § 215.473, the submission of a false certification may subject the Proposer Vendor to civil penalties, attorney's fees, and/or costs.

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

Authorized Signature _____

Printed Name: Craig Bryant

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2. Completed Forms

Addendum Acknowledgement

ADDENDUM ACKNOWLEDGEMENT

The proposer shall acknowledge obtaining all addenda issued to this formal solicitation from the Village's web site by completing the blocks below. Failure to acknowledge all addenda may be cause for rejection of the proposal response.

Addendum No. 1 Date Issued: 03/25/2024

Addendum No. 2 Date Issued: 04/15/2024

Addendum No. _____ Date Issued: _____

Addendum No. _____ Date Issued: _____

AUTHORIZED SIGNATURE: _____

TITLE: Vice President

(Print/type name as signed above): Craig Bryant

DATE: 04.25.2024

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2. Completed Forms

Drug Free Workplace Form

DRUG FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statutes § 287.087, hereby certifies that

Manhattan Construction Company does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this business complies fully with the above requirements.

(Authorized signature) (Date) 04.25.2024

Craig Bryant

(Print/type name as signed above)

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2. Completed Forms

Performance and Payment Bond Public Construction Bond

PERFORMANCE AND PAYMENT BOND
PUBLIC CONSTRUCTION BOND

Bond No._____

By this bond, we _____, as Principal, whose principal address and phone number are _____, and _____, as Surety, whose principal address and phone number are _____, are bound to _____, herein called Owner, whose principal address and phone number are _____, in the sum of $_____, for payment of which we ourselves, our heirs, personal representatives, successors, and assigns jointly and severally.

THE CONDITION OF THIS BOND is that is Principal:

1. Performs the contract [insert contract # if assigned] dated _____, 20__, between Principal and Owner, which contract was awarded pursuant to [insert RFP #], for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Florida Statutes § 255.05(1), supplying Principal with labor, materials or supplies directly by Principal in the prosecution of the work provided for in the contract; and

NOT REQUIRED PER ADDENDUM #2

3. Pays Owner all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings that Owner sustains because of a default by Principal under this contact; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

The project to be performed under the contract is [general description of the improvement].

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Florida Statutes § 255.05(2).

Any changes in or under the contract documents and compliance or non-compliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

DATED ON ____, ____.

(Name of Principal)

(Name of Surety)

By: _____
As Attorney in Fact for Surety

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2. Completed Forms

Performance and Payment Bond Public Construction Bond

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (name and title of corporate officer) of _____ (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification.

Notary signature _____

Print or stamp name of Notary _____

Notary number:

My Commission Expires:

NOT REQUIRED PER ADDENDUM #2

Pursuant to Florida Statutes § 255.05(1)(b), the Principal/contractor shall provide to the Owner/ public entity a certified copy of the recorded bond, and the Owner/public entity may not make a payment to the contractor until the contractor has complied with this paragraph.

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3. Table of Contents


Gordon River Greenway- Naples, FL

Village of Estero

RFP #2024-02: CMAR Estero on the River Phase 1 & 2

Prepared for:

Village of Estero
Steve Gillette, Procurement Manager (PM)
9401 Corkscrew Palms Circle
Estero, FL 33928

Prepared by:
Manhattan Construction Company
3705-1 Westview Drive
Naples, FL 34104

Contact Person at Manhattan:
Craig Bryant, Vice President
cbryant@manhattanconstruction.com
(239) 643-6000

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7. References 56

Manhattan

4. Company Qualifications

Company Organizational Chart

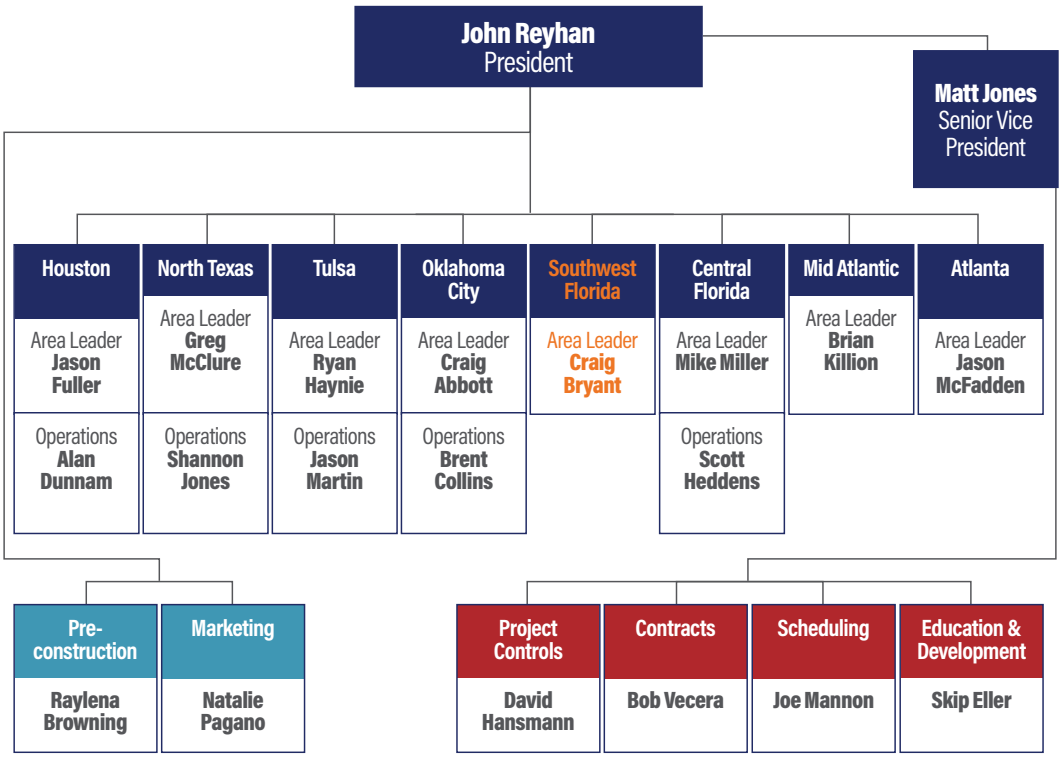
Submit an Organization Chart reflecting the organization of the company.

Manhattan Construction Company is part of Manhattan Construction Group, a fifth-generation family-owned construction company with operations in the building, civil, pipeline and specialty construction segments.

Manhattan Construction Group employs approximately 1,600 people. Manhattan Construction Company's affiliates under the group are:

- Manhattan Road & Bridge Company
- Manhattan International Construction Company Ltd.
- Spectrum Contracting Inc.
- Manhattan Pipeline LLC
- Cantera Concrete Company
- Safezone LLC.

Manhattan Construction Company Organizational Chart



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4. Company Qualifications

Licenses and Certifications

Complete and submit information on all required and applicable licenses, permits and certifications held by the Proposer as well as Key Personnel.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BRYANT, CRAIG MICHAEL

MANHATTAN CONSTRUCTION COMPANY
3705 1 WESTVIEW DR
NAPLES FL 34104

LICENSE NUMBER: CGC1532103
EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

ISSUED: 10/12/2023

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida Certified
General Contractor
CGC1532103



State of Florida
Department of State

I certify from the records of this office that MANHATTAN CONSTRUCTION COMPANY is an Oklahoma corporation authorized to transact business in the State of Florida, qualified on August 27, 1971.

The document number of this corporation is 826678.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on March 8, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of March, 2024

Secretary of State

Tracking Number: 8620649576CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of State
Corporation 826678

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4. Company Qualifications

Proposed Subcontractors

Submit information to demonstrate the qualifications and experience of subcontractors proposed to perform any portion of work. All proposed subcontractors are subject to approval by the Village.

Manhattan's development of detailed bid packages is critical to a procurement strategy that generates the best value for the Village of Estero. During the procurement and construction phase, Manhattan's team uses our proven processes and technology to drive cost certainty through the following:

Detailed Bid Packages

Manhattan's preconstruction team generates detailed subcontractor Bid Package documents, clearly delineating all project requirements to bidders and minimizing the opportunities for missed scope and future cost increases. These documents are broadcast through our cloud-based planroom (Building Connected) and traditional newspaper and industry-related publications.

Prequalification

All trade partners undergo a thorough review of all key metrics including financial stability, insurance, safety, past performance, qualifications, and character to ensure the best level of participation available, as well as ensure that only proven and capable firms are considered for the project.

Document Review

We apply our depth of contract document and scope knowledge to make certain that proper bid proposals are solicited and priced properly.

Timely Procurement

Subcontractor bidding is implemented as early as prudent given the state of the design documents in order to capitalize on market conditions and limit escalation.

Pre-bid Meetings

We schedule pre-bid meetings to facilitate interest and answer questions about the project. (If necessary, site tours will also be conducted to better understand the existing conditions.) For some scopes, mandatory attendance by bidders may be considered a condition of bidding. Minutes of these meetings, including all clarifications and revisions prompted by bidders' questions and comments, are issued, thus reducing confusion.



4. Company Qualifications

Attachment "E": Proposed Subcontractors

Include Alternates to Control Costs

By requesting prices for alternative materials, methods, or scope of work, an automatic cushion is built into the bidding process to reduce overall costs (if bids run high) or to increase the project's scope or quality level (if bids run low).

Bidder-Proposed Substitutions

Consider bidder-proposed substitutions in materials or methods to reduce costs. A procedure for this is identified in the bidding documents and enforced. Such procedures generally require bidders to submit their proposed substitutions in writing within a given time before the bid date; the architect or engineer always should respond to these proposals in writing, sending copies to all bidders. Require the successful bidder to provide a proposed construction schedule that includes estimated values of work to be completed each month. This allows better management of construction funds and timely progress payments.

Bid Evaluation

Evaluate all bids, and then hold pre-award confirmation meetings with the apparent low bidder. Identify any errors or misinterpretations before the contract is signed. The lowest bid is meaningful only if it results in the lowest price to the City at no loss of quality or slip in the schedule.

Selection of Responsive Bidder

Manhattan will coordinate with the Village of Estero and the design team to establish the necessary criteria for subcontractor selection. Manhattan provides a detailed review of all bid proposals, including cost, understanding of scope, availability of resources, schedule compliance, and safety performance in accordance with that criterion prior to compiling a comprehensive award recommendation to the project team.

4. Company Qualifications

Related Experience



In addition to nationally-recognized parks and recreation projects, over the past 20 years Manhattan Construction has built some of the area's most popular parks and recreation facilities; Paradise Sports Complex, North Collier Regional Park, City of Naples Baker Park, Marco Island Veterans' Community Park, River Park Pool Complex, the City of Naples Pier Reconstruction, Naples Botanical Garden, Gordon River Greenway Park, Freedom Park, and Sarasota's Robert L. Taylor Community Complex.

20+ Years Building Parks in Southwest Florida

861 Acres of Parks in Southwest Florida

232 Million Dollars of Parks in SWFL













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Marco Island Veterans' Community Park

Marco Island, Florida







Veteran's Community Park encompasses approximately 10.8 acres. The renovation of the park includes the addition of a 5,769-square-foot bandshell, new playground equipment and shade structures, a picnic and game area and a 1,329-square-foot restroom building. The bandshell is designed to be neighborhood friendly and will be constructed with structural steel that includes acoustical baffles to reduce the amount of sound transmitted from behind the shell. Veteran's Community Park has been serving Marco Island for many years. This park currently hosts a farmer's market with about four concerts in the park a year. The new additions to the park will allow for more concerts and events throughout the year.

With completion of the project near, Category 4 Hurricane Ian made landfall in Southwest Florida. Through proper pre-planning following the Manhattan Hurricane Preparedness Plan, the project site was protected. The only damage sustained was two (2) of the 120 trees that were planted on-site needed replacement. As a result of our team's planning, our landscape contractor was on site the day after the hurricane made landfall and replaced the damaged trees.

Owner:
City of Marco Island

Architect:
Kimley-Horn, Inc.

MHK Architecture

Project Cost:
$11,015,243

Project Size:
10 acres

Project Schedule:
07/2021 - 11/2022

Services Performed:
Construction Manager at Risk

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Marco Island Veterans' Community Park
Marco Island, Florida

City of Marco Island

March 3, 2023

To Whom it May Concern,

The City of Marco Island contracted with Manhattan Construction as construction manager at risk for the eleven million-dollar Veterans Community Park project. The project included construction of a new concert band shell, audience grounds, veterans flag plaza, public restrooms, multi-purpose event field, various parking lots, pedestrian walkways, children's playground, dining areas, bocce ball, table tennis, covered swinging benches, Christmas tree pad, and waterfront plaza area with benches among other amenities.

The project had many challenges such as public safety, maintenance of traffic, coordination with various city departments and consultants, and preparations for and recovery from Hurricane Ian which impacted the project.

The city found Manhattan's project team to be responsive, efficient, collaborative, and accommodating. During a major portion of the project, Manhattan was also working on a separate project for the City (demolition and reconstruction of fire station 50). Manhattan was able to keep both projects on schedule and on budget simultaneously.

Based on the positive experience and professionally managed construction, Manhattan has my recommendation as a construction manager at risk.

Please feel free to contact me if you need additional information.

Sincerely,

Justin Martin, P.E.
Director, Public Works

50 Bald Eagle Drive, Marco Island, Florida 34145
Tel: (239) 389-5000 www.cityofmarcoisland.com

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Marco Island Veterans' Community Park
Marco Island, Florida

MHK
ARCHITECTURE

February 23, 2023

Mark McLean
National Director
MHK Architecture
2059 Tamiami Trail East
Naples, FL 34112
239.331.7092
mmclean@mhkarchitecture.com

I am pleased to provide a recommendation letter for Manhattan Construction. While we were one of many moving parts at Marco Island Veterans Park and The City of Naples Baker Park we knew we would be in great hands with a general contractor that would provide impeccable service from submittals to completing the job on-time and under budget. In both cases the City's selection of Manhattan was met from MHK with overwhelming happiness to be working with a super team.

As a General Contractor, there is no better company than Manhattan for ensuring construction projects are always running smoothly. They exceeded our expectations and were on the ball throughout the entire process. It is their attention to detail, prompt response time and forward thinking that made working with them a success.

Please contact me if you need any additional information.

Best regards,

Mark McLean
National Director,
MHK Architecture

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

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Marco Island Veterans' Community Park
Marco Island, Florida

SOUTHWEST
Electrical Contracting Services

March 1, 2023

Re: Manhattan Construction Letter of Recommendation

To Whom It May Concern,

The purpose of this letter is to recommend Manhattan Construction based on Southwest Electrical Contracting Services (SWECS) ongoing relationship and experience. SWECS was subcontracted by Manhattan Construction to do electrical scope of work at Marco Island Veteran's Park in Marco Island, Florida from November 2021 through December 2022. We were extremely pleased with the professionalism and knowledge of their Project Manager Bill Bonner and on-site supervisor Steve Bellman. Project management did an outstanding job of field coordination and answering site specific questions that helped drive the project to completion. In addition, Manhattan's onsite safety program was first class and helped create a positive work experience for our employees.

Manhattan Construction is well respected in the Fort Myers/Naples market and SWECS looks forward to working with them again in the future.

Best Regards,

Sean Krizen
SWFL Division Manager

Southwest Electrical Contracting Services, LTD. ♦ 5711 Halifax Ave., Unit 1, Fort Myers, FL 33912
Phone: 239-785-3391
Florida License: EC13004164

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City of Naples Baker Park

Naples, Florida







Baker Park is a 20-acre passive park, which includes a 34-foot high elevated knoll overlook, art displays, a performance stage, an event building and lawn, a marsh overlook, a sunrise terrace, multiple playgrounds, a kayak launch and family restrooms. The project is surrounded by an environmentally sensitive area of mangroves and will have native vegetation throughout narrated by educational signage. The park is open to the public and the event building is available for rent and includes a catering kitchen and attached restrooms. Located on the site of a former recycling station and dredged material storage area, venting systems are constructed under the pile foundation structures and was regularly monitored during construction for methane gas. Baker Park is the final phase of the Gordon River Greenway, which Manhattan has been involved with since the project's inception.

The existing, and occupied, Fire Station 1 was located on the park's property. The City was unable to vacate the station until their new fire station was complete. Realzing this early on, the project team phased and sequenced the job to allow unobstructed access to the existing fire station, while allowing work to continue on other areas of the project.

Owner:
City of Naples

Architect:
Kimley-Horn, Inc.

MHK Architecture

Project Cost:
$10,653,591

Project Size:
20 acres

Project Schedule:
03/2018 - 09/2019

Services Performed:
Construction Manager at Risk

2020 Sand Dollar WINNER

2020 COLLIER BUILDING INDUSTRY ASSOCIATION (CBIA) SAND DOLLAR AWARDS - BEST PUBLIC FACILITY OVER $5 MILLION.

See more about Baker Park here - https://rb.gy/pswd5c

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City of Naples Blair Foundation Bridge

Naples, Florida







The Blair Foundation Bridge project includes the construction of a 2,810-linear-foot pedestrian bridge and boardwalks. The 330-foot bridge spans the Gordon River and has aashto beams and pre-stressed concrete piles spanning a width of 100' on the water for boats to go through. The middle of the bridge includes a pavilion. The 550-foot boardwalks have IPE wood decking with cable railing. Also included are 1,294-linear-feet of paved walkways. This project ties in to Baker Park. Also at this location is a continuation of the Gordon River Greenway, which Manhattan has been involved with since its inception. The east zone portion of this project goes through an environmentally sensitive area of mangroves and we used the top down construction method to minimize our impact to the area.

Owner:
City of Naples

Architect:
MHK Architecture & Planning

Project Cost:
$4,030,431

Project Size:
2,810 linear feet

Project Schedule:
07/2017 - 02/2018

Services Performed:
Construction Manager at Risk

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Naples Botanical Garden Evenstad Horticultural Campus

Naples, Florida







The Evenstad Horticulture Campus at Naples Botanical Garden is a new growing facility that promotes the Garden's development of nature-based environmental solutions, expands its collections of tropical and subtropical plants, and enhances its 170 acres of cultivated gardens and native habitat. This new greenhouse complex consists of a 10,000-square-foot shade house, 4,300-square-foot propagation house, a greenhouse spread out over two buildings totaling 6,400 square feet, and a 1,000-square-foot potting house. The state-of-the-art growing facility will grow tropical and subtropical plants to enhance the 170-acre main garden campus and serve as a regional resource for plant science and conservation. It also will house the Garden's seed bank, which currently stores more than 200,000 seeds from Southwest Florida and the Caribbean for restoration projects and long-term genetic preservation. Also included in the project are a pre-engineered metal building office and maintenance shop, a sun nursery, and a new reverse osmosis system. Several of the buildings have water collection tanks that feed into the reverse osmosis system to recycle rainwater for irrigation.

Owner:
Naples Botanical Garden

Architect:
PK Studios

Project Cost:
$14,124,774

Project Size:
5 acres

Project Schedule:
06/2022 - 11/2023

Services Performed:
Construction Manager at Risk

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Paradise Coast Sports Complex and Events Center

Naples, Florida







The Paradise Coast Sports Complex and Events Center is a development project that aims to provide the community with a premier multi-sport and events complex. It spans 370 acres and includes nine multi-sport synthetic turf playing fields, a 3,500-seat stadium, a welcome center building, concessions, vending stations, picnic areas, playground areas, and a great lawn entertainment area.

Additionally, it features a 13-acre manmade lake surrounded by running trails that incorporate fitness pods, resistance equipment, and beach volleyball areas. The facility promotes fitness, health, recreation, and outdoor entertainment for the community while also serving as a host for large-scale local and travel tournaments with a multitude of playing fields and a stadium for championship events.

The Master Plan for this project is state-of-the-art and will be a memorable destination recognized by coaches, athletes, spectators, and families around the country.

Owner:
Collier County Government

Architect:
Davidson Engineering

Project Cost:
$100,000,000

Project Size:
370 acres

Project Schedule:
10/2018 - 06/2022

Services Performed:
Construction Manager at Risk

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TECO Clean Energy Demostration Building

Apollo Beach, Florida







The TECO (Tampa Electric Company) Clean Energy Demonstration center in Apollo Beach, Florida is a 4,400-square-foot, elevated masonry building. The scope of work for this project included the construction of a new LEED® Gold Certified building, elevated above the flood plain and related site improvements consisting of boardwalks and shell paths while maintaining the natural landscape of the site. The building's roofing system is comprised of a metal standing seam roof installed over a metal deck and wood sheathing. Located within the ridges of the metal roofing system lies approximately 1800 square feet of flexible solar panels.

The primary purpose of the Center is for TECO to evaluate the operation and maintenance of new distributed and renewable generating technologies in addition to providing a place for the viewing public to receive information about these technologies in a readily accessible manner. The energy absorbed by the aforementioned solar panels is an example of the immediate information that is accessible on the atrium displays.

Owner:
Tampa Electric Company

Architect:
FleischmanGarcia

Project Cost:
$3,985,526

Project Size:
2 acres

Project Schedule:
06/2019 - 10/2020

Services Performed:
General Contractor

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Alief Neighborhood Center

Houston, Texas







The Alief Neighborhood Center is a new 70,000-square-foot building with 50,000-square-foot parking below the new facility. The building is a first for the City of Houston as they combine multiple independent departments (General Services Department, Houston Public Library, Houston Health Department, and Houston Parks and Recreation) under a single roof to provide residents with a single destination for those services. The raised building platform offers a grand view of the 38-acre site with all-new park amenities, including soccer and baseball fields, tennis, basketball and futsal courts, a skate park, a playground, walking trails, an event lawn, an outdoor pool, and a community garden. Interior amenities include an indoor, mixed-use gymnasium with an elevated walkway around its perimeter, two pickleball courts, a fitness center, and meeting spaces for public use.

Owner:
City of Houston

Architect:
Page

Project Cost:
$48,486,411

Project Size:
38 acres

Project Schedule:
08/2020 - 03/2023

Services Performed:
Construction Manager at Risk

HOUSTON BUSINESS JOURNAL 2023 LANDMARK AWARDS, COMMUNITY IMPACT CATEGORY

2023 ABC GREATER HOUSTON EXCELLENCE IN CONSTRUCTION AWARD, INSTITUTIONAL CATEGORY

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Tulsa Botanic Garden Stanford Family Liberty Garden and Bumgarner Lotus Pool

Tulsa, Oklahoma







The Tulsa Botanic Garden projects include the Stanford Family Liberty Garden and the Bumgarner Lotus Pool and took 15 months to complete. The Stanford Family Liberty Garden is a new garden built on and reshaped a peninsula to create an outdoor area to gather for events. It features two large pavilions, a plinth with a large flagpole at the center of the garden, cast-in-place stairs down to the water's edge at the end of the peninsula, and an entry plaza with stone piers. A precast "Deco" bridge was added to create access to the peninsula from both directions and complete the garden pathway.

The Bumgarner Lotus Pool was constructed upstream from the main lake, adjacent to the new Liberty Garden. The pool consists of several floating gardens, Water Lily and Lotus shelves, and several overlooks for additional viewpoints of the pool. An upper pool overflows onto a rock riffle form, and there are several other water features. Manhattan's expertise in managing complex projects and sourcing specific materials during a period of turbulent escalation and shortages was a benefit to the Tulsa Botanic Garden's Stanford Family Liberty Garden and Bumgarner Lotus Pool projects by ensuring the correct species, proper sizes, best plant products, and ideal soil materials were procured for the project.

Owner:
Tulsa Botanic Garden

Architect:
Wallace Design Collective

Project Cost:
$8,154,130

Project Size:
5 acres

Project Schedule:
03/2022 - 07/2023

Services Performed:
Construction Manager at Risk



ASSOCIATED GENERAL CONTRACTORS OF OKLAHOMA (AGCOK) 2023 BUILD OKLAHOMA AWARD, RECREATIONAL-PARK, $5 TO $10 MILLION CATEGORY

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Tulsa Botanic Garden Stanford Family Liberty Garden and Bumgarner Lotus Pool

Tulsa, Oklahoma

TULSA botanic GARDEN

3900 Tulsa Botanic Drive | Tulsa, OK 74127
t 918.289.0330
tulsabotanic.org

September 5, 2023

Mr. Jason Patrick
Manhattan Construction Company
5601 S. 122nd E. Ave.
Tulsa, OK 74146

Dear Jason,

As you know, we recently completed an $8.5 million construction project building two (2) new gardens for the Tulsa Botanic Garden.

Our experience with your company was excellent. From the on-site team, to the communication, to the finished product, Manhattan and its people were first class.

I appreciate your efforts on our behalf and would highly recommend your company for future projects.

Sincerely,

Chuck

Chuck Lamson
President and CEO

Manhattan
Building excellence.

Tulsa Botanic Garden Stanford Family Liberty Garden and Bumgarner Lotus Pool

Tulsa, Oklahoma

wallace design collective

Letter of Reference
August 2nd, 2023

To Whom it May Concern,

I'm writing to recommend Manhattan Construction Company for the ABC Excellence in Construction Award. I've had the pleasure of working with Manhattan on a number of notable projects, most recently at Tulsa Botanic Garden.

The plans for this project had a number of challenging design aspects that included architectural concrete walls, stone masonry, 60' flagpole supported on structural piers, ornamental metal fabrication, decorative bridge for pedestrian access, water features with integral lighting and recirculating pump system, utilities, irrigation and extensive planting that broadens the inventory of the botanic garden's collection.

Manhattan's professionalism was on full display from pre-construction through substantial completion. They took a proactive approach to managing all aspects of construction, and getting ahead of challenges that could have delayed progress. This project was dependent on a collaborative process to work through several complex construction related details. Our meetings were always productive, and stayed true to our share goal of delivering a world class project for the client

Among the many considerations of managing construction, safety was always at the forefront of their efforts. All of our bi-weekly meetings started with a emphasis on safe construction practices. Subcontractors and new employess had safety orientation when they arrived on the jobsite. They also hosted weekly Toolbox Talks hosted by experience professionals.

I'm glad to recommend Manhattan for this award. Should you have any questions, please feel free to reach me at 918.806.7444 or robert.richardson@wallace.design.

Sincerely,

Robert Richardson
Landscape Architect

wallace design collective, pc
structural · civil · landscape · survey
123 north martin luther king jr. boulevard
tulsa, oklahoma 74103
918.584.5858 · 800.364.5858
wallace.design

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Gordon River Greenway

Naples, Florida







The Gordon River Greenway Park (GRGP) project covers approximately 124 acres located near the southeast quadrant of the Goodlette-Frank Road/Golden Gate Parkway intersection. It includes the West Node to the West off of Goodlette-Frank Road at the South side of the Naples Zoo and a Northeast Node to the northeast along Golden Gate Parkway just west of the Bear's Paw Development. The components include **meandering walkways, nature trails, boardwalks, shade structures, restrooms, maintenance storage building, pavilions, stormwater treatment areas, a fishing platform, parking facilities, two wood pedestrian bridges, a canoe/kayak launch facility lighting, landscaping**, exotic plant removal, storm drainage, water and sewer, a new Naples Zoo parking lot and entrance with associated turn lanes. This project is the extension of Freedom Park, also built by Manhattan, as part of the overall 'Greenway' plan to continue south to downtown Naples. The project extends south along the Gordon River from Golden Gate Parkway past the Naples Zoo and Conservancy to the Naples Airport.

Owner:
Collier County Parks & Recreation

Architect:
Q Grady Minor

Project Cost:
$8,939,010

Project Size:
124 acres

Project Schedule:
05/2013 - 04/2015

Services Performed:
Construction Manager at Risk

Associated Builders and Contractors, Inc.

2015 ABC EXCELLENCE IN CONSTRUCTION EAGLE AWARD, CATEGORY: CONSTRUCTION OF A PUBLIC PARK

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Freedom Park

Naples, Florida







Freedom Park is a recreation spot consisting of 50 lake-studded acres and also serves as a water retention and cleaning area before polluted storm water runoff reaches the Gordon River and Naples Bay to the south.

The park includes 3,500 feet of boardwalk, almost two miles of hiking and biking paths, viewing platforms at each lake and a 2,500-square-foot education center.

Owner:
Collier County Parks & Recreation

Architect:
CH2M Hill

Project Cost:
$9,852,655

Project Size:
50 acres

Project Schedule:
12/2007 - 06/2009

Services Performed:
Construction Manager at Risk

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Florida Gulf Coast University South Village SIte Development

Fort Myers, Florida







Phase I of Florida Gulf Coast University's South Village Housing project included clearing and cutting 39 acres of low area in preparation for the development. Manhattan project team members underwent environmental training to properly manage site clearing which was near a sensitive wetland area with protected inhabitants such as the gopher tortoise and indigo snake.

While clearing the site, we ensured that any population of Indigo snakes (another endangered species in the area) were safely relocated by clearing the site in one direction using snake watches in front of clearing equipment. SFWMD allowed us to leave a section of silt fence down on the other side of the site so any snakes could easily escape the clearing operations.

Manhattan completed the project in six months, importing 103,000 cubic yards of fill, cutting in several lakes and installing a berm around the entire site to protect from exfiltration of water. A Department of Environmental Protection representative called Manhattan's work a show place of how to manage erosion control. Manhattan also completed the installation of the South Housing Loop Road and parking spaces for 285 students in time for opening of the housing projects.

Owner:
Florida Gulf Coast University

Architect:
TKW Enginering

Project Cost:
$4,822,069

Project Size:
39 acres

Project Schedule:
12/2006 - 05/2007

Services Performed:
Construction Manager at Risk

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Naples Botanical Garden Phases I-II

Naples, Florida







The Naples Botanical Garden is a world class botanical garden facility. The site is 160 acres of which 60 acres were developed. The undeveloped portions of the site are wetland and upland habitats that were placed into conservation easements. Included in this project; **setup gopher tortoise preserve and relocate gopher tortoise to new preserve, exotic species removal and preservation of mangroves,** excavation of 13 acre lake with placement of 380,000 CY of fill, lakes were dug in the "wet" to keep the chlorine levels to a minimum at the surrounding wetlands, remove by blasting & crush 60,000 CY rock, create berms and crushed rock roadways around perimeter of lake - 30,350 CY, installed new storm drainage and grading to allow for flow of water to create a river of grass within the Botanical Gardens, created a series of pumps and wells to maintain flow of water during the dry season.

Owner:
Naples Botanical Garden

Architect:
RhodesDahl

Project Cost:
$26,000,000

Project Size:
60 acres

Project Schedule:
05/2008 - 02/2011

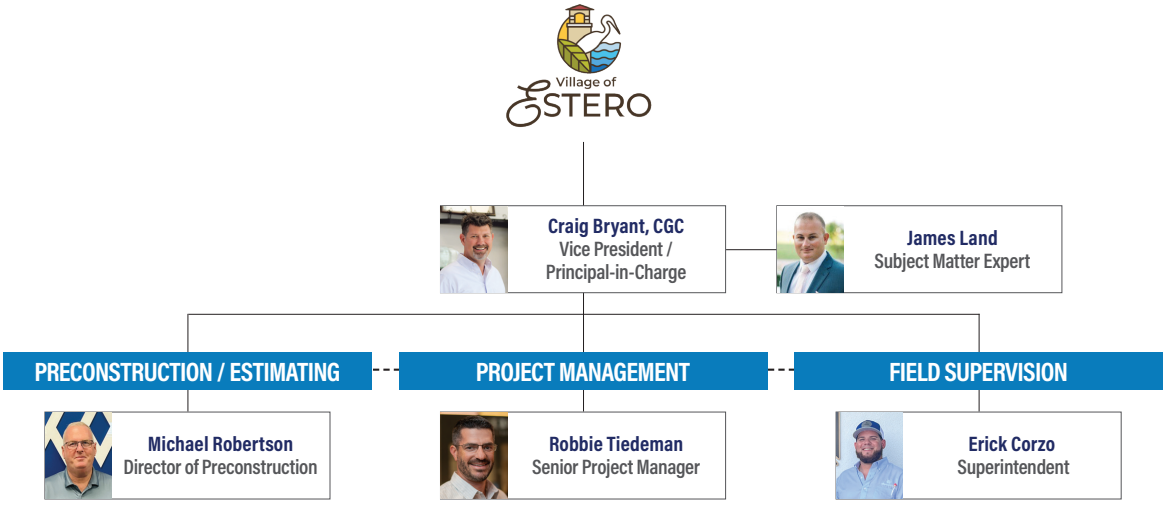
Services Performed:
Construction Manager at Risk

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5. Team Qualifications

Team Organizational Chart

Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.



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5. Team Qualifications

Key Personnel

Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.



CRAIG **BRYANT,** CGC

Vice President / Principal-in-Charge

With 26 years of construction experience Craig has worked on a wide range of project types and delivery methods. He is a good listener, knows the value of stakeholder input and is familiar with the processes necessary to get the work done in a timely and cost effective manner. Additionally, Craig has earned a reputation of service and dedication that is unsurpassed by his peers and most appreciated by Manhattan Construction's clients. Craig's ability to understand their projects needs and his dedication to delivering high quality construction is invaluable to our clients.

Education & Credentials

A.S., Civil Engineering, University of Cincinnati

B.S. Construction Management, Florida International University

State of Florida Certified General Contractor CGC 1532103

OSHA 30-hour

Industry Experience

26 years

Selected Project Experience

	**Naples Botanical Garden Evenstad Horticultural Campus** *Naples, FL* Five-acre horticultural campus. Provided pad ready site for greenhouse installers. The project was funded primarly through donations and Craig was critical working with the owner, design team, and subcontractors in phasing and scheduling the work in an efficient manner as funding allowed.	$14,124,774
	**Marco Island Veterans' Park** *Marco Island, FL* Renovation of an 11-acre community park. This was the City's first project utilizing the Construction Manager at Risk (CMaR) delivery method. As Vice President, Craig educated the City's personnal and helped the CIty realize the full benefits including budget accuracy, on time delivery and increased communication.	$11,016,000
	**Marco Island Fire Rescue Station 50 & EOC** *Marco Island, FL* Demolition of an existing fire station on a government campus and the construction of a new 24,000 SF, two-story facility.	$11,878,121
	**Decorum Luxury Apartments** *Fort Myers, FL* 30-acre site development and construction of 630,000 SF multifamily apartment complex	$65,000,000

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5. Team Qualifications

Key Personnel



ROBBIE **TIEDEMAN**

Senior Project Manager

Robbie is a 24-year veteran of the construction industry who has experience on both the owner side of the table and as a construction manager. From this experience, he places a high value on building relationships with all parties involved. With a focus on relationships, he has a knack for team building and ensuring to the success of everyone involved. With Robbie, you get a problem solver who drives urgency and finds a way around any obstacles or challenges a project may present.

Education & Credentials
B.S., Building Construction, University of Florida, Gainesville, FL 2002

OSHA 30-hour

Industry Experience
24 years

Selected Project Experience

	**Morrison Springs Park** *Ponce De Leon, FL* 161-acre nature park including walking trails, docks, pavilion and restroom facilities.	$3,000,000
	**Cessna Landing Park** *Santa Rosa Beach, FL* 8-acre county park with walking trails, docks and restroom facilities.	$1,500,000
	**Choctaw Beach Park** *Freeport, FL* 1.5-acre county park with walking trails, docks and restroom facilities.	$750,000
	**Gasking JC Alford Park** *DeFuniak Springs, FL* 2-acre nature park with walking trails, boardwalks, playground, and restroom facilities	$250,000
	**Cedar Log Landing Park** *Ponce De Leon, FL* 0.5-acre county park with a pavilion, docks and parking facilities.	$300,000
	**Mossy Head Park** *DeFuniak Springs, FL* 21-acre nature park with walking trails, a pavilion and restroom facilities.	$100,000
	**Portland Landing Park** *Freeport, FL* 1-acre county park with picnic areas and docks.	$250,000

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5. Team Qualifications

Key Personnel



ERICK **CORZO**

Superintendent

Erick is a seasoned superintendent that has delivered more than $250 million in projects in Southwest Florida, including projects with large sitework and recreation components. His strengths include building relationships with subcontractors and owners and quality control. He also has an eye for detail that will allow him to add value to the project from procurement and follow the work being put into place in the field. His experience in providing critical guidance to the team will ensure that the Estero on the River Phase 1 & 2 Project will be built with the highest levels of safety, security, quality, and professionalism.

Education & Credentials
OSHA 30-Hour Certified

Industry Experience
6 years

Selected Project Experience

	**Marco Island Veterans' Park** *Marco Island, FL* Renovation of an 11-acre community park that included walkways, water-front boardwalks, restroom building, parking, a bandshall and playground amenities.	$11,016,000
	**Paradise Coast Sports Complex** *Naples, FL* 370-acre park including nine multi-sport synthetic turf playing fields, a 3,500-seat stadium, a welcome center building, concessions, vending stations, picnic areas, playground areas, and a great lawn entertainment area	$100,000,000
	**Luminary Hotel & Parking Garage** *Fort Myers, FL* 243-room, 12-story boutique hotel with an attached three-and-a-half story garage.	$57,340,235
	**Marco Island Fire Rescue Station 50 & EOC** *Marco Island, FL* Demolition of an existing fire station on a government campus and the construction of a new 24,000 SF, two-story facility.	$11,878,121

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5. Team Qualifications

Key Personnel



MICHAEL **ROBERTSON**

Director of Preconstruction

Manhattan's Director of Preconstruction Services coordinates and manages estimating staff in providing full preconstruction services including document constructability review, project estimating and scheduling from schematic to design development through final construction documents. This role oversees the subcontractor market analysis, subcontractor and vendor qualification process, and value-engineering. This role prepares preconstruction documentation and communications with the owner, architect, subcontractor, and on-site project staff to ensure a seamless transition from the preconstruction to construction phase.

Education & Credentials
University of New Haven

Eastern CT State University

USACE CQC Certified

USGBC LEED Green Associate

Industry Experience
36 years

Selected Project Experience

Hunters Ridge/Land Development *Ormond Beach, FL*	$2,475,000
High School "MMM" *Fort Myers, FL*	$75,000,000
Riverfront Apartments *Fort Myers, FL*	$34,000,000
Manor at Riverwalk *Tampa, FL*	$35,000,000
400 Central Ave *Tampa, FL*	$385,000,000
Legion Park *Miami, FL*	$70,000,000
Wynwood Square *Miami, FL*	$32,000,000
Courthouse Shadows *Naples, FL*	$50,000,000
Mandarin Oriental Resort *Grand Cayman*	$400,000,000
Generation at Engelwood Mixed-use *Englewood, FL*	$71,595,683

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5. Team Qualifications

Key Personnel



JAMES **LAND**

Subject Matter Expert

James has 23 years experience in operations and completion of civil, pier/docks, and major highway construction projects. This includes facilitating operations and managing field personnel in coastal / marine environments. James has developed an excellent rapport in regards to client relations. This includes overseeing multiple subcontractors to expedite the timely completion of projects.

Education & Credentials

State Of Florida Certified General Contractor

FDEP Stormwater Erosion and Sedimentation Control

FDOT Advanced MOT.

MSE Wall Installation Inspection Course

Trench and Shoring certified by the State of Florida

Industry Experience

23 years

Selected Project Experience

City of Naples Blair Foundation Bridge 2,810-linear-foot pedestrian bridge and boardwalks. *Naples, Florida*	$4,030,431
Marco Island Veterans' Park 10.8-acre park including new 5,769-square-foot band shell. *Marco Island, Florida*	$11,015,243
Paradise Coast Sports Complex & Events Center 370-acre park *Naples, Florida*	$60,000,000
City of Naples Central Avenue Complete Streets Project Utility replacement of 4,000-linear-feet of drainage pipe, 6,000-linear-feet of utility piping 3,000 tons of asphalt placement, curbs, sidewalks, pedestrian bicycle lanes, lighting, and signalization. *Naples, Florida*	$4,357,262
IROX I-75 Roadway Expansion Resurfacing / widening of 30 miles of I-75 from four lanes to six lanes. *Collier & Lee County, Florida*	$450,000,000
I-595 Corridor Roadway Improvements The addition of seven travel lanes to 10.5 miles of I-595 and the widening of 24 existing bridges and the construction of 44 new bridges. *Broward County, Florida*	$1,800,000,000
FGCU Integrated Watershed and Coastal Studies 114,414-square-foot, four-story academic building. *Fort Myers, Florida*	$49,076,219
Marco Island Hilton First Floor Renovation 50,000-square-foot renovation of the entire first floor of the hotel. *Marco Island, Florida*	$21,953,314

6. Project Approach / Methodology

Proposed Approach & Methodology. In this section of the package, Proposers shall provide a written narrative describing the proposed approach and methodology for performing the services required for this Project. The narrative must provide a synopsis of the Proposer's understanding of the scope of services and the intent of the Project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely Project using the most cost-effective solutions and best practices. Include in this section the Firm's approach to project cost control.

Project Approach - Phase 1

The approach to the Estero on the River Project starts with our client and understanding their needs while providing the best construction experience possible. The Village of Estero and Manhattan Construction together with the design team will plan the construction of the new park project well before any construction activities are scheduled to ensure we are all on the same page when it comes time to break ground. During this process Manhattan implements a thorough preconstruction effort including the process of Builder-Driven Preconstruction to set the project up for success. We include our key project operations personnel in the preconstruction effort to eliminate the learning curve as the personnel transitions into construction. This is the first step to our project approach, and it sets the foundation in how our team will deliver a successful project to the Village of Estero and surrounding Community.





Site Preparpation

The project site, located at the northeast corner of Hwy 41 and Corkscrew Blvd, is currently vacant but remnants of several structures remains including a YMCA camp. The site has several very close neighbors most notably the Estero River Outfitters to the northwest at the Estero River. The site consists of sandy soils with dense pines, palms, and oak trees . There are overhead power lines that run through the property along the north side of the property off Highlands Ave (pictured right).

In addition to these power lines, there are a multitude of utilities that run alongside Hwy 41, Corkscrew Blvd, and Highlands Ave. as identified during our site visit shown in the pictures at right.



In addition to knowing the adjacent utilities, the project site is surrounded by residential neighborhoods on the north and northwest of the property, an abandoned railway on the East, Corkscrew Blvd to the South, and Hwy 41 to the West. By understanding the locations of these utilities and the surrounding community, we can plan for future tie-ins into the project site, limit any utility interruption to the surrounding community, and continue the partnership with them for the end goal of providing the area the best park facility everyone can be proud of.

6. Project Approach / Methodology

Our team will work together with the Village of Estero, the design consultants, and our local utilities, FPL, Lee County, FDEP, Comcast, and Centurylink during the preconstruction process to address the needs for the new park project to ensure a flawless transition during construction. In addition, **Manhattan is committed to meeting with the surrounding community and businesses to address any concerns with construction. We are a part of this community and we want to ensure the surrounding residents feel comfortable with the construction taking place, as well as our plan to maintain their safety.**

The site logistics plan (see the following page) we created includes multiple entrances to the site however only one main entrance for everyday access by contractors, owners, consultants, and architects/engineers. The location of the construction trailer, laydown/staging area, and vendor parking is located on the north side of the property to keep the construction traffic off the major highway and Corkscrew Blvd. The workers can use the traffic lights at both County Road and Broadway Avenue to access the site. The site will receive perimeter silt fence and temporary construction fence as required. Manhattan will also protect all endangered species as identified in the site surveys or as discovered by construction personnel during construction. Once all critical issues are identified and protected Manhattan and Subcontractor personnel will provide daily maintenance of the protective equipment to ensure proper function. Finally, the Estero River is running through the site and must be protected from any runoff to protect this resource as well as keep the local business Estero River Outfitters from being affected downstream of the construction site. Temporary toilets, dumpsters, and other necessary construction equipment will be protected behind fencing so as not to affect the surrounding properties, endangered species, or the public.

Construction

As with all projects, it is our priority to ensure that this project successfully transitions from phase to phase with little to no interruptions. We understand the importance of having all workers prequalified prior to stepping foot onto the jobsite. Knowing site conditions with endangered and protected species as well as current market conditions for construction materials, we will prioritize our trade contractor buy-outs and our submittal reviews so that the materials can be procured and arrive on site so as not to delay construction or disrupt Bald Eagle mating season from October to May. Prior to putting a shovel in the ground, our team will focus on awarding the following trades:

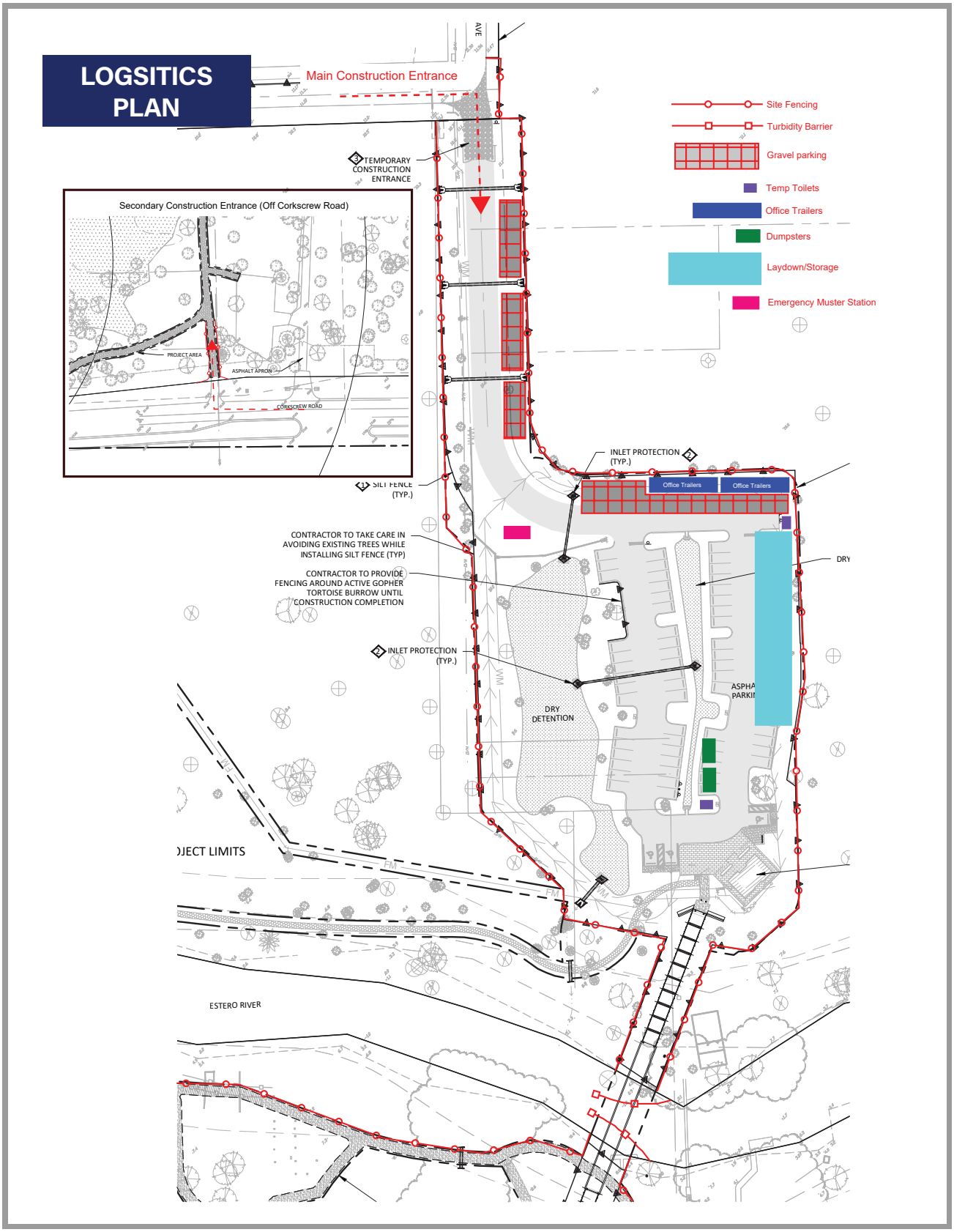
Sitework	Site Utilities	Bridge & Pilings	Trail Materials	Fencing	Concrete	Masonry
Waterproofing	Roofing	Hollow Metal Door Frames	Windows & Storefront	Plumbing	HVAC	Electrical / FPL

These trades and their submittals and shop drawings impact the layout of the structure. Material locations will need to be coordinated and installed accordingly in the structure; window opening dimensions will be required immediately to place within the framing; hollow metal door frames will need to be included in the structure; etc. Our team will lead **multiple coordination meetings** prior to erection of the structure. In addition, as part of our **Quality Assurance and Quality Control process**, we will ensure that each opening is correct and each material location is accurate since we will cross review these items with the approved submittals/shop drawings.

We will begin by creating a secure and stabilized entrance to the project site for materials and equipment to access the site.

The project team will meet with the SFWMD and endangered species consultants to ensure the areas as shown on the drawings haven't changed and that any other protections don't need to be in place prior to starting construction activities.

Once the protected aspects of the site have been identified and the boundaries of construction have been agreed upon, we will begin cleaning and demolishing the items as noted in the drawings. At this time we will be able to survey the trails, building location, and parking lot to be able to complete clear and grub activities.


LOGSITICS PLAN
Main Construction Entrance
3 TEMPORARY CONSTRUCTION ENTRANCE
Secondary Construction Entrance (Off Corkscrew Road)
PROJECT AREA
ASPHALT APRON
CORKSCREW ROAD
1 SILT FENCE (TYP.)
Site Fencing
Turbidity Barrier
Gravel parking
Temp Toilets
Office Trailers
Dumpsters
Laydown/Storage
Emergency Muster Station
INLET PROTECTION (TYP.)
Office Trailers
Office Trailers
CONTRACTOR TO TAKE CARE IN AVOIDING EXISTING TREES WHILE INSTALLING SILT FENCE (TYP)
CONTRACTOR TO PROVIDE FENCING AROUND ACTIVE GOPHER TORTOISE BURROW UNTIL CONSTRUCTION COMPLETION
2 INLET PROTECTION (TYP.)
DRY DETENTION
ESTERO RIVER

6. Project Approach / Methodology

Once this has been completed, the site crews will be grading the areas for the trails, parking lot and building. Once all these areas become available the horizontal work and vertical work can begin at the same time.

The utilities will begin by meeting with the local utility companies to ensure the proper connections will be provided. The locations will be surveyed at this time and the ditches will be dug with utilities installed and filled as completed so as not to leave open a ditch at the end of the day.

We recognize the schedule for this construction will take us through at least one hurricane season and have planned for such an event. Manhattan secures all loose materials, removes all trash, and bundles all remaining materials, temporary facilities, and fencing materials to limit the exposure to surrounding areas while protecting the work in place.

The project will also take place during Bald Eagle nesting season (October 1 – May 15) so we understand the need for a qualified monitor to be on site in accordance with the Bald Eagle Monitoring Guidelines. We will coordinate this work with a qualified nest monitor and construction crews so that they are aware of the protection zones and issues this creates.

As the underground work is completed the building structure will be completed quickly and enclosed. We will ensure a proper envelope for the protection of the finishes prior to commencing. Our team would begin grading and prepping the site for sidewalk and landscaping at this time. Prior to installation of finishes, our goal would be to have the sidewalks approaching the building installed. This would help eliminate excess soil and dirt from entering the building which could scratch and damage flooring finishes.

At the same time the building is being erected, the boardwalk, bridge, and trail subcontractors will be busy with their construction activities. The product used for the trails requires a specific base that must be compacted and inspected prior to the installation of the flexipave. We will ensure this process is tracked carefully so to allow for the full life of the flexipave to be realized for the Village of Estero. The bridge and boardwalk construction can take place while the trail is underway to allow for the completion of all of the trails, boardwalks, and bridge to be finalized and kept from being disturbed until the turnover to the Village of Estero.





Trail and pedestrian bridge construction at the Gordon River Greenway Project in Naples, FL.

6. Project Approach / Methodology

While the Manhattan Construction team works toward a completion date on the project, the team will identify areas of the site that may have been disturbed so that we may begin developing a plan for revitalization or stabilization. From completing similar projects within the area, we know that we'll be able to work with the local AHJs to allow for proper turnover at the final completion of the project.

Once all areas have been completed and final inspections passed, our team will work with the Village of Estero staff to train them to use and maintain each system. We will record each training and provide Owner and Maintenance Manuals for reference. Our warranty team will also perform a walkthrough six (6) months after the project is completed to ensure that there are no major issues, and again eleven (11) months after completion to make sure any issues are corrected prior to the expiration of the warranty period.

Project Approach - Phase 2

The first step to our project approach for phase 2 is how our team will communicate early and often to deliver a successful project to the Village of Estero. The collaboration between Manhattan Construction and EnSite will result in a comprehensive design process based on the extensive parks experience it has successfully developed with planning of similar projects in the design build environment.

The approach to designing and construction of Phase 2 Estero on the River project requires the continuation of Phase 1 permits and design to be able to complete this project for the Village of Estero with little to no interruption on Phase 1. The best approach to Phase 2 is to begin the design and permitting functions at the beginning of the construction of Phase 1 to allow for the final phase to begin while Manhattan Construction is still onsite.

Understanding the construction of parks: the following items are discussed and weighed during the initial planning meetings with owner: Geotechnical report of sub-surface groundwater and soil classifications, expectations of the additional trails and boardwalks, and fencing requirements and needs.



Communications

Our team's project manager will serve as the point person for day-to-day communications from the design team to consultants, the construction manager and owner, providing a streamlined approach. He will assure that all team members are duly informed of communications, and will convey the team's communications in turn. An internal activity report will be maintained to both adhere to the project schedule and assure vital decisions regarding the project's development are well- documented and easily accessible. The proximity of the Manhattan/EnSite team to the Village of Estero will allow our team to be highly responsive to your needs.



Budget

We are careful stewards of our client's money, therefore adhering to the budget will be a priority throughout the design process. Our team will provide alternative options for evaluation in order to select the solution that provides the Village of Estero the greatest value for their investment.

Successful budget management begins with development of a Project Cost Model (PCM) during the Conceptual Phase of the project which will be based on industry benchmarks for similar projects and known site influences. With further development of the design each successive milestone the PCM will be updated to reflect more detail and local construction pricing influences. This will give the team the ability to explore cost options and manage the project budget as the project is developed.

6. Project Approach / Methodology

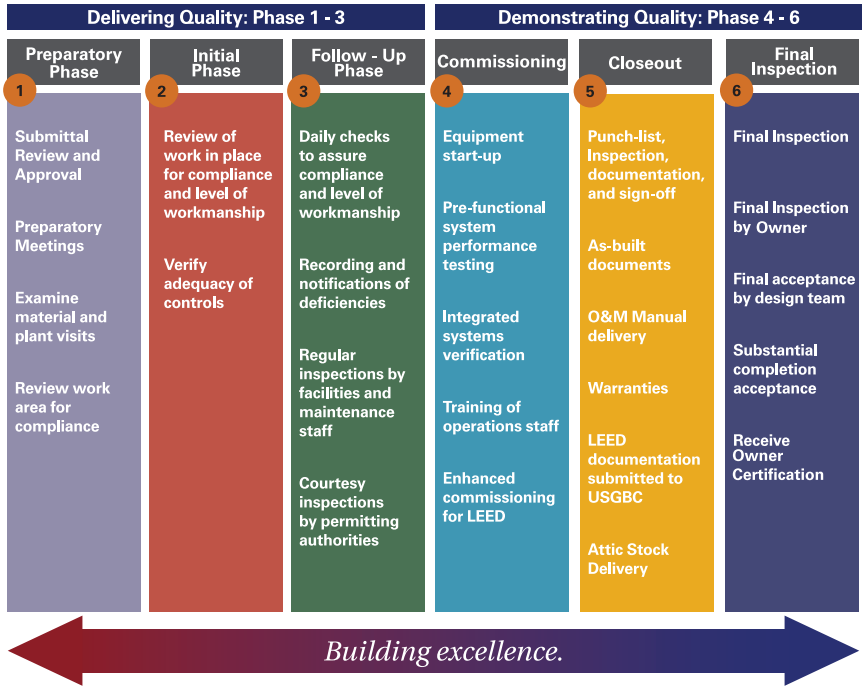
Quality Control

Quality Assurance Plan - Design - The Manhattan/EnSite's Quality Assurance plan is implemented and monitored by Manhattan, the entire project team has specific responsibilities within the program. Quality management is required at all levels of the project team in order to achieve the highest level of quality.

Quality Control - Construction - Quality means building a park project that is functional and cost-effective, while meeting the Owner's expectations in every area. Building with quality requires careful decision-making and attention across many areas, throughout the entire life of the project. To make this a reality, the Manhattan/Ensite team's commitment to quality begins at the outset of each project with a proactive Quality Program. Our motto of "Building Excellence" is a constant reminder of the level of service and quality we must deliver to our clients.

Manhattan's project superintendent (in conjunction with the responsible trade Foreman), schedules, conducts, and documents these phases for each distinct trade activity/task. Essentially, each distinct trade activity/ task that requires separate control procedures is established as a Definable Feature of Work (DFW) for quality control purposes. A list of definable features of Work is developed by the project team and then agreed upon in a coordination meeting with the Owner.

Our continuous monitoring of field activities and work in place for compliance with the design documents and specifications is based on a "Zero Punch list Philosophy". We strive to achieve this goal on all projects regardless of size or complexity.



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6. Project Approach / Methodology

Project Approach - Complex Issues

Manhattan Construction and Manhattan Construction Employees have vast experiences with a multitude of construction projects including parks, entertainment venues, and work on and around sites with protected wildlife and preserves. Within these facilities our teams have worked through complicated builds due to our wide array of construction projects while leaning on our relationships with the best trade partners in the area. Most recently our work on several projects in the SWFL region has provided the experience of the most complex infrastructure making us aware of the following issues to confront:

Endangered and Threatened Species – Manhattan Construction prides itself on the protection of a project's site and surrounding environment. Our ability to plan for this early and work with the local authorities allows us to be prepared to protect these species while not affecting construction. The Manhattan Team is cognizant of the possibility of finding endangered and threatened species around the site and are well versed on the specifics of the Bald Eagle Monitoring Plan. Our team has the experience while working around endangered and protected species including snakes, tortoises, owls, and eagles.

As an example of mitigation, while clearing a site for Florida Gulf Coast University, Manhattan ensured that any population of Indigo snakes (another endangered species in the area) were safely relocated by clearing the site in one direction using snake watches in front of clearing equipment. SFWMD allowed us to leave a section of silt fence down on the other side of the site so any snakes could easily escape the clearing operations.



Endangered Species - Indigo Snake sign at Florida Gulf Coast University construction site.

6. Project Approach / Methodology

During the construction of the Naples Botanical Garden the Manhattan Construction team protected the surrounding undeveloped portions of the site including wetland and upland habitats that were placed into conservation easements. The project also included gopher tortoise preserves and relocating gopher tortoise to new preserves, exotic species removal and preservation of mangroves, excavation of 13 acre lake with placement of 380,000 CY of fill, lakes were dug in the "wet" to keep the chlorine levels to a minimum at the surrounding wetlands, remove by blasting & crush 60,000 CY rock, create berms and crushed rock roadways around perimeter of lake - 30,350 CY, installed new storm drainage and grading to allow for flow of water to create a river of grass within the Botanical Gardens, created a series of pumps and wells to maintain flow of water during the dry season.



Stormwater – Manhattan Construction employees know the importance of protecting our waterways and will ensure that the nearby Estero River is free of trash, silt, or any other product because of nearby construction activities. The often-visited Estero River Outfitters is immediately downstream of the bridge to be constructed so to protect this business and the Estero River we will install turbidity barriers and other protective structures to ensure all disturbances due to the nearby construction activities will be kept within the boundaries of the project.

To protect the surrounding areas from stormwater leaving the project site we will begin the project by meeting with the SFWMD to ensure that we are following the stormwater plan and best management practices and measures for controlling stormwater on the site. This usually begins by installing silt fence as shown on the erosion control plan followed by clearing and grubbing. We will install filter fabric and other inlet filters around stormwater inlets as well as any other areas when runoff, erosion, or discharge could be an issue. The areas disturbed will either be finished as shown on the construction documents or re-seeded to allow for the soil to be stabilized. The silt fence will be maintained throughout the length of the project and only removed when all construction activity is complete and the site is stabilized.



Utilities – The utility service is important for this project as we're going to have to run new power, water, and sewer to the bathroom facility several hundred feet from its source crossing both the Estero River Outfitter's adjacent property currently being used by them as well as natural undisturbed property. Like the protection of the surrounding environment this process needs to be conducted with the utmost care and concern so as not to affect the rest of the site.



Limited Footprint – Manhattan Construction approaches projects of this type by creating a construction logistics plan that disturbs the site as little as possible to limit the effect we'll have on the natural surroundings of a protected habitat. We understand that any construction activity could have an adverse effect due to the noise, interruption to the site, or trash created. During construction we will identify the areas needed for construction of the project and make sure the owner and their consultants are aware of our needs and that it's acceptable to proceed with construction. We know the project's boundaries but will plan on doing everything in our power to minimize the effect on the surrounding areas.



Trash Cleanup – Manhattan Construction Company will notify each subcontractor regarding the waste management requirements on this project, which include reducing the amount of packaging brought to the jobsite, reducing waste, picking up trash throughout the day, and a high level of recycling. Each subcontractor is responsible for notifying their vendors/employees of this criteria.

6. Project Approach / Methodology

For the construction waste management Manhattan Construction Co. will hire subcontractors that will collect and dispose of jobsite debris, from the start of construction and through the finish operations. Each subcontractor will be responsible for gathering all scrap material and other debris and placing it in a central location for pick up. The subcontractors will use one dumpster for collection of debris that will be taken to an offsite location to be sorted into multiple piles, namely concrete, metal, wood, fiber (cardboard and paper), plastic, and landfill trash. It will then be hauled directly to recycling facilities. Any debris that is determined to be non-recyclable will be hauled and dealt with as waste.

Controlled Access – The project site is in an area that's seen unwanted inhabitants as well as trespassing for one reason or another that leave behind trash and other materials that will take away from the beauty of this project. Manhattan Construction will ensure that we walk the site daily as well as provide fencing to limit access to the site during construction by unwanted visitors. Our site will have a single stabilized construction access with proper signage and the ability to close and lock this entrance when finished with construction activities at the end of the day.



6. Project Approach / Methodology

Cost Control

Manhattan uses a flowing, dynamic approach to estimating on CM projects. Traditional estimating relies on the Design Team to prepare a design package. Estimates are then created from a stationary viewpoint of the design. Often, because of accelerated schedules, design continues during the estimating process. If budget constraints require design changes following the development of an estimate, time and money are lost because of these mutually exclusive processes.

Manhattan integrates estimating into a concurrent process with design, adjusting the estimate as the design progresses, not just at the 'snapshots' of design that typical design deliverables represent. This way, the estimate is always current and evolving as the design progresses. As the design progresses, the estimates are compiled with detailed takeoffs done by our estimating staff. The unit prices are calculated from research on the applicable labor, material, and equipment costs. Commodity material costs such as copper, concrete and fill are indexed for risk of escalation. This index is used to calculate the escalation included in the estimate.

Cost Estimating During Design / Preconstruction

Our Project Managers will be involved in all aspects of preconstruction and construction and will be the primary point of contact regarding the project from preconstruction through post-occupancy. Our preconstruction manager will oversee the overall preconstruction process and will work closely with our Project Manager and the Project Management team. Our Project Superintendent will also be involved as they take point on completing the constructability reviews.

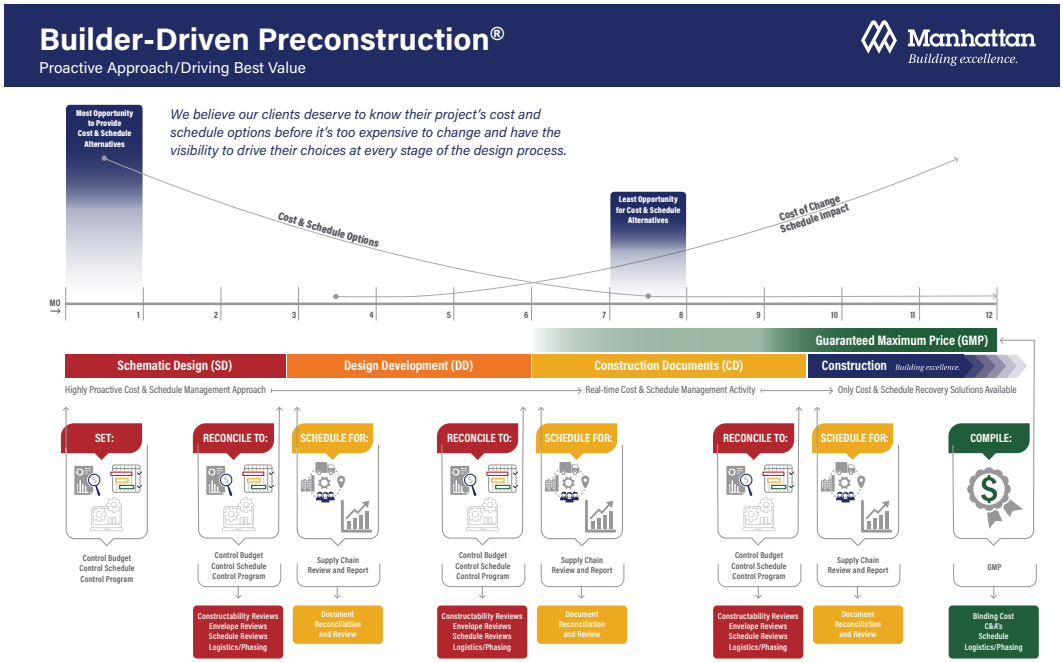
In the concept and early schematic phases, our preconstruction leader will analyze the design objectives, meet with the architects and engineers and conduct takeoff from any drawings available to gather as much information as possible. This information will be presented in an estimate that not only considers what is explicitly known by the project team but also fills in the gaps in design with our team's experience in building similar infrastructure project. The result early on will be an early phase estimate that represents the final cost of the project. Our Preconstruction Team will often communicate with the design team to ensure assumptions on design and performance requirements are aligned. We will have our combined team of project managers and appropriate members of our preconstruction staff attending the design review meetings to offer advice and cost guidance to the team.

As the design progresses, the estimates are compiled with detailed takeoff done by our preconstruction staff. It is vital for the preconstruction staff to provide cost leadership to the project, and while our research efforts include reaching out to the subcontracting community for pricing information, it does not rely on it. Our staff scrutinize the quantity takeoff and compiled estimates. They implement their years of experience to fill in the blanks and provide an estimate showing the final cost, no matter the stage of the project. Our combined expertise allows us to price early documents as accurately as fully detailed documents and complete the preconstruction phase with minimal unexpected changes. We will engage the applicable subcontractors for cost input

Cost Control During Construction

After the GMP acceptance, the project's cost is fixed for the defined scope of work. We work aggressively as an advocate for the owner to control and/or minimize any additional cost, whether for added scope or unforeseen conditions. Any additional scope costs from trade contractors require backup and unit cost data and are carefully scrutinized to determine that the costs represent a fair market value. Our team's mission is to control costs and maximize quality throughout design, construction and beyond. By becoming involved in the Preconstruction phase, our team gains a thorough understanding of the scope and estimated cost, which we pass on to the trade contractors immediately upon joining the team. Participation during design allows our team the requisite level

6. Project Approach / Methodology



of interaction with the stakeholders and the design team to provide insight into building and material costs and constructability issues while continuously monitoring the budget.

Tools include:

- Confirming the financial strength of the subcontractor
- Reviewing the scope of work to ensure a complete package
- Establishing unit costs for labor
- Establishing unit costs for material
- Validating the subcontractor schedule

Manhattan's experience with projects of this type gives us a great historical database of project cost and scope to draw upon. What this means for you is that based on this experience, we can take even schematic-level design info, sit down with the team and discuss the project goals and requirements and then develop a detailed and accurate cost model for the project. This is not simply calculating square foot or per acre pricing. Our combined process involves digging into the various systems with the design team, reviewing the operational sequences, conducting detailed onsite surveys, meeting with private providers, and factoring in current market pricing. Once all the factors are considered, we develop a clear picture of the project scope and requirements and review our findings with the entire team. With this mutual understanding of the project, we can finalize our estimate and use it to help guide the completion of this project.

6. Project Approach / Methodology

Cost Adherence in a Fluctuating Market

Our conceptual and early design estimates are more detailed and accurate than our competition's. For example, you will get a higher level of comfort from our patented "Builder Driven Preconstruction®" process which is carefully developed and customized for each project. Our expert preconstruction team will work closely with the construction team members and help provide various alternates and cost estimates, value management alternates, and constructability reviews, all effectively communicated to you.

With Manhattan on your team, you are certain to have a successful project designed and constructed within budget by providing the most value at the best pricing.

Unstable Market - Suppliers' Financial Stability

We are witnessing more and more manufacturers and subcontractors who have been a staple in the industry filing bankruptcy. It is more important than ever to be engaged with the market to understand the manufacturers' and subcontractors' stability. Manhattan has an in-house team of Risk Analysts working for our internal Risk Management team, who utilizes financial reviews on all our trade partner subcontractors and vendors countrywide, assessing their risk and providing the project teams a numerical risk factor value after reviewing their financial standings, asset and debt ratio confidentially, using web-based Trade Tap Application. These assessments are beneficial in making informed critical decisions at these unprecedented times.

Material Escalation Costs

Material escalation is one of the largest challenges facing the construction industry. Several factors contribute to the unprecedented variability in material pricing, all outside of both Owners' and contractors' control. For example, over the past 12 months, certain materials have seen anywhere from 50% to 200% increases in cost. Other commodities are subject to monthly cost increases, with no ability to lock in pricing until orders are confirmed.

Manhattan will use our regional and national resources to gain information on material costs and communicate that information to the Owner and Architect during the design process. We make recommendations regarding alternative products and materials that may be more budget-friendly. Certainty of delivery dates will also help to control cost. As we approach the end of the design period and near the GMP and start of construction, we can investigate the early release of equipment and/or materials to lock orders in.

Additionally, if there are certain products where we cannot lock in pricing until the time of order to the time of delivery, we will look at creative ways to minimize risk to the project budget. For example, on recent projects, we have established material pricing as an allowance and reconciled when the materials can finally be ordered. The actual escalation cost is born by the project, but we can protect against estimated costs that may or may not come true in the future.

10 STEPS TO MITIGATE ESCALATION

1. Conduct material volatility analysis with trades to reduce risk during design.
2. Consider flex in the specs based on vendor input.
3. Align procurement dates design to mitigate known concerns.
4. Evaluate standard substitutes compared to custom options.
5. Identify local or regional available products.
6. Consider early payment options to secure materials and lock in pricing.
7. Monitor fluctutations through continous trade communication.
8. Create more alternates.
9. Implement trade-specific escalation contingency.
10. Break out bid price as individual projects and a combined project.

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6. Project Approach / Methodology

Supply Chain Disruptions and Material Availability

Like the issues with material escalation discussed above, material availability has been an equally challenging issue. Each challenge requires a specific approach, as there is no one-size-fits-all solution. Manhattan continually tracks material availability at both the regional and national levels, all of which have seen delays. Many projects have partnered with our clients when specific issues are identified, alternate products have been selected, and delays have been mitigated. We will communicate with the Owner and Architect during the design period regarding current material availability and advise accordingly on materials and equipment supplier selections.

Locking In Prices from Subcontractors & Suppliers

In a pre-COVID economy, we would have our standard bid form acknowledgment asking subcontractors to guarantee proposals for 90 days. In light of the new normal, that simply no longer works. Bidding and procurement will be handled to match the unique requirements of each bid package. For example:

- Bid packages will utilize Manhattan development escalation clauses recently used on our local projects.
- Site furnishings bid packages will be procured in the calendar year of expected installation, preventing vendor gouging on potential escalation.
- Ready Mix suppliers are allocating ready mix, so securing a slot in their schedule is critical to plan in our scheduling.
- Diesel needs to be monitored/accounted for additional material escalation until that commodity becomes more stable. However, it is essential to remember that in an uncertain market like our current one, overly conservative hedging can result in an unnecessary overpayment.

While none of us can predict the future, taking a levelheaded approach to lock in prices will be critical. Subcontractors are extremely risk-averse in light of recent volatility. If they are asked to shoulder the full risk of market volatility, then that will be reflected in their pricing.



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Manhattan will work with you to develop a rational and balanced approach to locking in the best possible pricing. With unanticipated concerns about supply chain and escalation popping up every week, staying on top of the market is essential to providing successful projects on time and within budget. One key to making this process work is the unique way that Manhattan's preconstruction team will be engaged in the project throughout procurement. Unlike some of our competitors, our preconstruction personnel will be responsible for procuring and contracting all scopes of work on this project. Their involvement from the beginning of the project through to subcontract execution will help ensure that procurement goals are met.

Proposed Work Schedule. Submit a proposed work schedule that includes a timeline showing how the phases of the Project will be planned and constructed both in the pre-and post-GMP phases of the Project.

The prelimiary proposed timeline for the project with the information provided is on the following two pages.

Our team will collaborate closely with the Village of Estero staff, protected species consultants, and the design team throughout the development of the project schedule. After reviewing the scope of Phase 1, we anticipate completing this phase within a 9-month timeframe. Concurrently, initiating the design and permitting processes for Phase 2 alongside Phase 1 will enable us to seamlessly transition into Phase 2 without delay. The additional construction of boardwalks, trails, and fencing in Phase 2 is estimated to take 4 months, resulting in the overall completion of both Phase 1 and Phase 2 projects within a 12-month period.

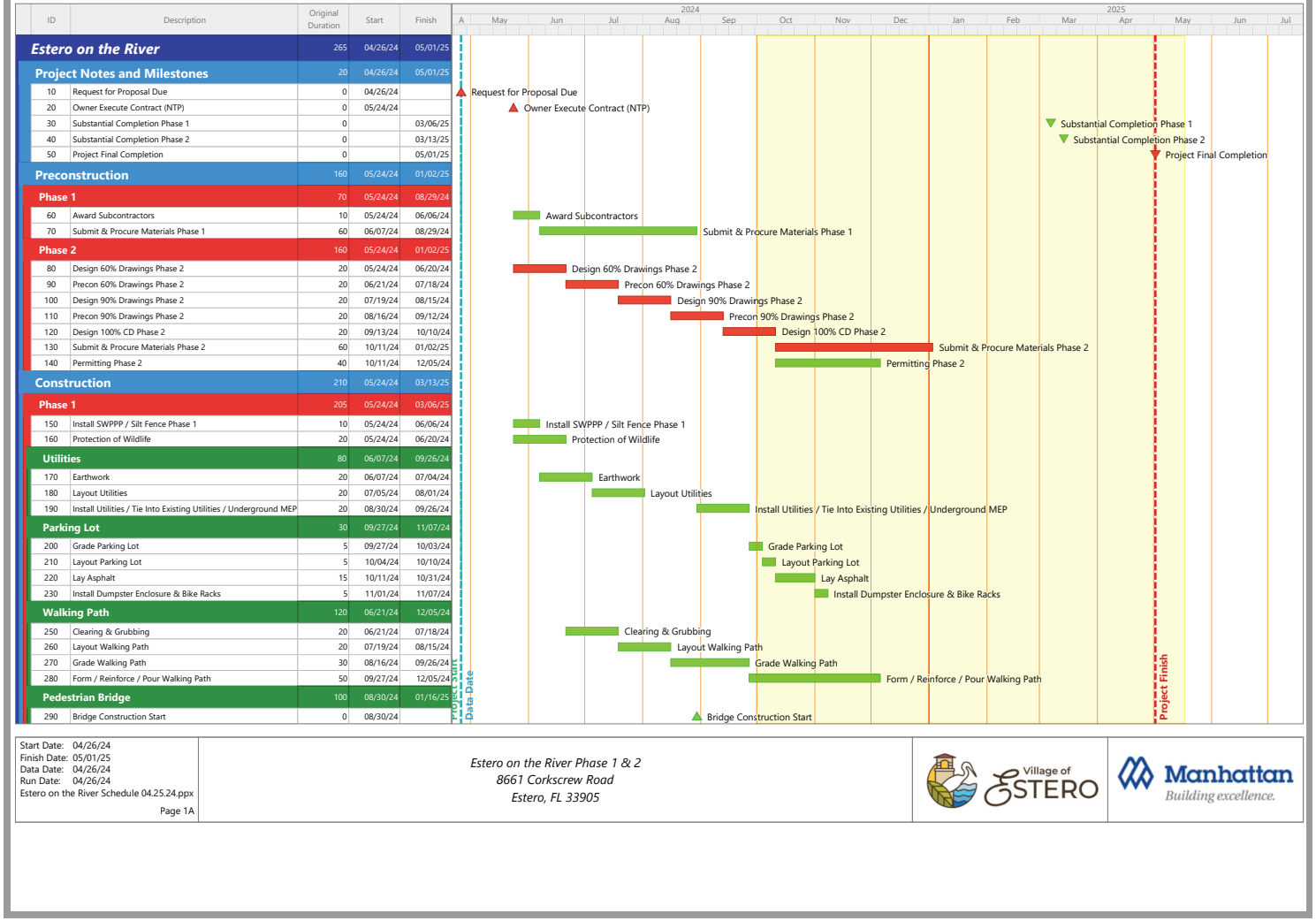
Schedule Control Narrative. Submit a written narrative of the Proposer's project management methods to establish, monitor, and track the coordination of subcontractors and ability to meet schedules in a timely manner.

An effective project schedule must be created, managed, monitored, and modified as necessary while following established policies and procedures. Over the course of Manhattan Construction's 128-year history, we have established effective procedures and training for team members to create and manage project schedules efficiently.

The project schedule will be created in Oracle's Primavera P6. Manhattan uses an adaptive scheduling method where we plan the project piece-by-piece and establish a reliable baseline at the beginning of the project that will identify the major scope and milestones in the job's preconstruction, procurement, and construction phases. This baseline will have sufficient detail for the bidders to understand the time frames that their work will need to occur so that they can accommodate this in their bids and plan their resources accordingly. This baseline will be expanded upon as the subcontractors are brought on board and will include their input and buy-in. Our site team will lead the way in completing the schedule. By having the subcontractors participate in establishing the detailed sequences of their work, we have found that they become more invested in the final schedule product and, thus, more motivated to meet the schedule requirements. Every update will be measured against this established baseline schedule and will track measured progress for each and every activity.

An essential part of creating the schedule is also developing the standard reports required to be produced from the schedule updates each month. Manhattan has a standardized set of schedule update reports that we utilize internally for every project. The quality and clarity of the monthly schedule reports are vital to schedule control.

Manhattan utilizes SmartPM™, a schedule analytics program, to constantly monitor the overall schedule quality, schedule performance index (SPI), trends, changes, added/deleted activities, impacts, and key milestone indicators. SmartPM™ provides both summary-level and deep-dive analytics of the schedule and is customizable in various ways of modeling and analyzing the schedule. In addition, our internal project controls group specialists with Manhattan provide schedule oversight to every project team. This includes direct access to SmartPM analytics for every team member.



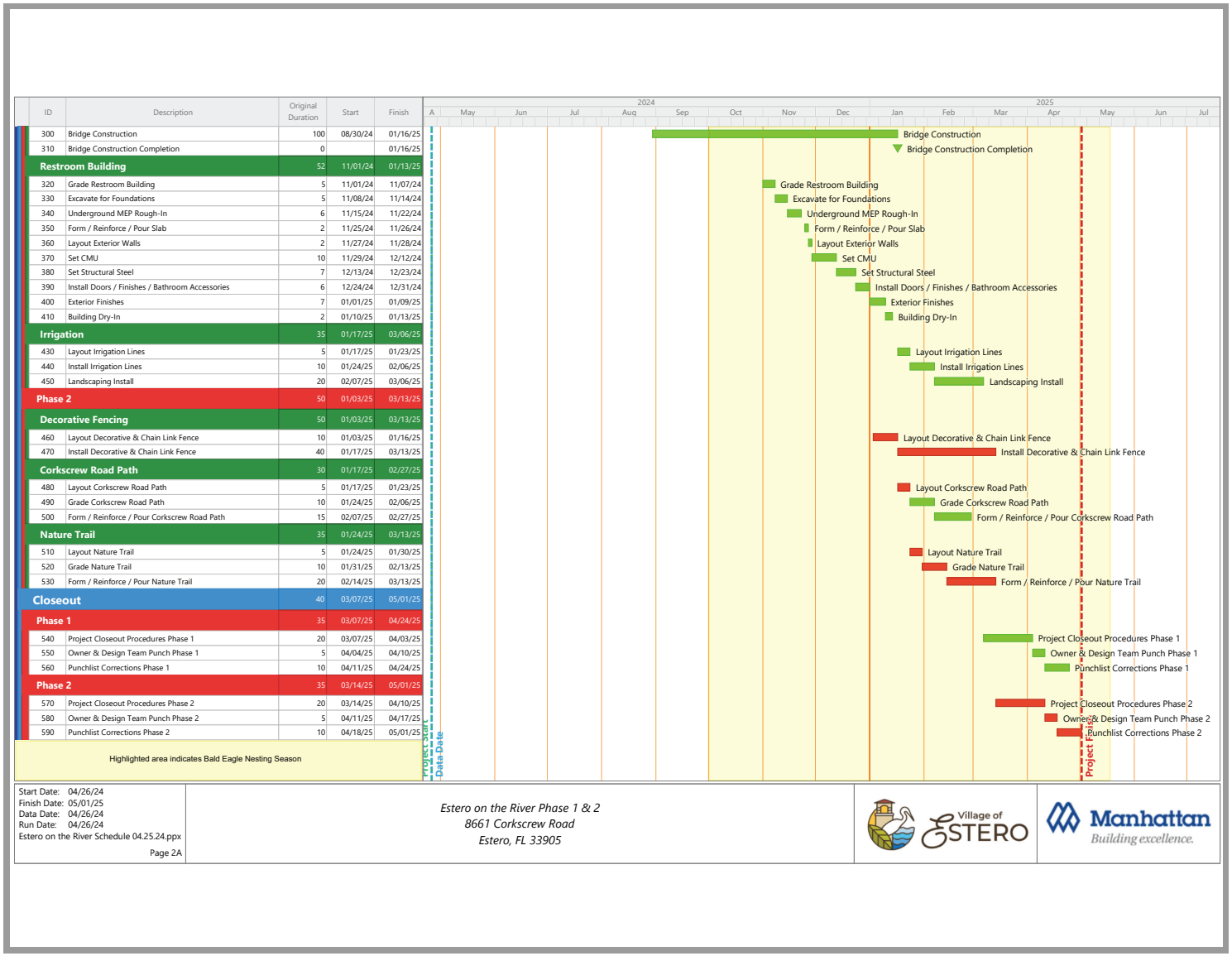
ID	Description	Original Duration	Start	Finish
	Estero on the River	265	04/26/24	05/01/25
	Project Notes and Milestones	20	04/26/24	05/01/25
10	Request for Proposal Due	0	04/26/24	
20	Owner Execute Contract (NTP)	0	05/24/24	
30	Substantial Completion Phase 1	0		03/06/25
40	Substantial Completion Phase 2	0		03/13/25
50	Project Final Completion	0		05/01/25
	Preconstruction	160	05/24/24	01/02/25
	Phase 1	70	05/24/24	08/29/24
60	Award Subcontractors	10	05/24/24	06/06/24
70	Submit & Procure Materials Phase 1	60	06/07/24	08/29/24
	Phase 2	160	05/24/24	01/02/25
80	Design 60% Drawings Phase 2	20	05/24/24	06/20/24
90	Precon 60% Drawings Phase 2	20	06/21/24	07/18/24
100	Design 90% Drawings Phase 2	20	07/19/24	08/15/24
110	Precon 90% Drawings Phase 2	20	08/16/24	09/12/24
120	Design 100% CD Phase 2	20	09/13/24	10/10/24
130	Submit & Procure Materials Phase 2	60	10/11/24	01/02/25
140	Permitting Phase 2	40	10/11/24	12/05/24
	Construction	210	05/24/24	03/13/25
	Phase 1	205	05/24/24	03/06/25
150	Install SWPPP / Silt Fence Phase 1	10	05/24/24	06/06/24
160	Protection of Wildlife	20	05/24/24	06/20/24
	Utilities	80	06/07/24	09/26/24
170	Earthwork	20	06/07/24	07/04/24
180	Layout Utilities	20	07/05/24	08/01/24
190	Install Utilities / Tie Into Existing Utilities / Underground MEP	20	08/30/24	09/26/24
	Parking Lot	30	09/27/24	11/07/24
200	Grade Parking Lot	5	09/27/24	10/03/24
210	Layout Parking Lot	5	10/04/24	10/10/24
220	Lay Asphalt	15	10/11/24	10/31/24
230	Install Dumpster Enclosure & Bike Racks	5	11/01/24	11/07/24
	Walking Path	120	06/21/24	12/05/24
250	Clearing & Grubbing	20	06/21/24	07/18/24
260	Layout Walking Path	20	07/19/24	08/15/24
270	Grade Walking Path	30	08/16/24	09/26/24
280	Form / Reinforce / Pour Walking Path	50	09/27/24	12/05/24
	Pedestrian Bridge	100	08/30/24	01/16/25
290	Bridge Construction Start	0	08/30/24	

Start Date: 04/26/24
Finish Date: 05/01/25
Data Date: 04/26/24
Run Date: 04/26/24
Estero on the River Schedule 04.25.24.ppx
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Estero on the River Phase 1 & 2
8661 Corkscrew Road
Estero, FL 33905

Village of ESTERO

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ID	Description	Original Duration	Start	Finish
300	Bridge Construction	100	08/30/24	01/16/25
310	Bridge Construction Completion	0		01/16/25
Restroom Building		52	11/01/24	01/13/25
320	Grade Restroom Building	5	11/01/24	11/07/24
330	Excavate for Foundations	5	11/08/24	11/14/24
340	Underground MEP Rough-In	6	11/15/24	11/22/24
350	Form / Reinforce / Pour Slab	2	11/25/24	11/26/24
360	Layout Exterior Walls	2	11/27/24	11/28/24
370	Set CMU	10	11/29/24	12/12/24
380	Set Structural Steel	7	12/13/24	12/23/24
390	Install Doors / Finishes / Bathroom Accessories	6	12/24/24	12/31/24
400	Exterior Finishes	7	01/01/25	01/09/25
410	Building Dry-In	2	01/10/25	01/13/25
Irrigation		35	01/17/25	03/06/25
430	Layout Irrigation Lines	5	01/17/25	01/23/25
440	Install Irrigation Lines	10	01/24/25	02/06/25
450	Landscaping Install	20	02/07/25	03/06/25
Phase 2		50	01/03/25	03/13/25
Decorative Fencing		50	01/03/25	03/13/25
460	Layout Decorative & Chain Link Fence	10	01/03/25	01/16/25
470	Install Decorative & Chain Link Fence	40	01/17/25	03/13/25
Corkscrew Road Path		30	01/17/25	02/27/25
480	Layout Corkscrew Road Path	5	01/17/25	01/23/25
490	Grade Corkscrew Road Path	10	01/24/25	02/06/25
500	Form / Reinforce / Pour Corkscrew Road Path	15	02/07/25	02/27/25
Nature Trail		35	01/24/25	03/13/25
510	Layout Nature Trail	5	01/24/25	01/30/25
520	Grade Nature Trail	10	01/31/25	02/13/25
530	Form / Reinforce / Pour Nature Trail	20	02/14/25	03/13/25
Closeout		40	03/07/25	05/01/25
Phase 1		35	03/07/25	04/24/25
540	Project Closeout Procedures Phase 1	20	03/07/25	04/03/25
550	Owner & Design Team Punch Phase 1	5	04/04/25	04/10/25
560	Punchlist Corrections Phase 1	10	04/11/25	04/24/25
Phase 2		35	03/14/25	05/01/25
570	Project Closeout Procedures Phase 2	20	03/14/25	04/10/25
580	Owner & Design Team Punch Phase 2	5	04/11/25	04/17/25
590	Punchlist Corrections Phase 2	10	04/18/25	05/01/25

Highlighted area indicates Bald Eagle Nesting Season

Start Date: 04/26/24
Finish Date: 05/01/25
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Estero on the River Schedule 04.25.24.ppx
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Estero on the River Phase 1 & 2
8661 Corkscrew Road
Estero, FL 33905

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7. References

Provide additional project and reference details for the companies on the submitted reference forms. Additional details should include how the reference client/projects are similar to the proposed project.

Project	Reference
 **Marco Island Veterans' Community Park** *Marco Island, Florida*	**Company:** City of Marco Island **Dates of Service:** 07/2021 - 11/2022 **Project Information:** Renovation of an 11-acre community park. **Contact Information:** Mike Daniel, Construction Manager (239) 389-3992 mdaniel@cityofmarcoisland.com **Why Relevant:** Walking paths, restroom building, parking lot, landscape, irrigation and utilities.
 **Naples Botanical Garden Evenstad Horticultural Campus** *Naples, Florida*	**Company:** Naples Botanical Garden **Dates of Service:** 06/2022 - 11/2023 **Project Information:** Five-acre horticultural campus. **Contact Information:** Gary Boivin, Vice President of Operations (239) 451-6205 gboivin@naplesgarden.org **Why Relevant:** Walking paths, parking lot, fencing, landscape, irrigation and utilities.
 **Tulsa Botanical Garden Stanford Family Liberty Garden** *Tulsa, Oklahoma*	**Company:** Tulsa Botanica Garden **Dates of Service:** 03/2018 - 09/2019 **Project Information:** Construction of a 5-acre new garden area. **Contact Information:** Chuck Lamson, President & CEO (918) 289-0330 chuck@tulsabotanic.org **Why Relevant:** Walking paths, parking lot, pedestrian bridge, fencing, landscape, irrigation and utilities.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Tyler Munis Project Management

Background:

On June 21, 2023, Council authorized staff to move forward with the implementation of Munis a Tyler Technologies Enterprise Resource Planning (ERP) Solution. Total cost of implementation is $253,687 which includes all implementation and three years of annual fees (please note $9,590 in estimated travel expenses is not included). Funding is included in the Villages' Fiscal Year 2023-2024 Capital Improvement Plan.

To implement Munis successfully and expeditiously, staff required an outside project manager. Staff recommended engaging Horizon Solutions Group, Inc. to provide project management services for Tyler Munis. On September 20, 2023, Council approved Horizon Solutions Group to provide 400 hours of project management services at $175 per hour not to exceed $70,000. Britt Martin served as the project manager. Britt previously worked as the Interim Finance Director for the Village. Britt's recent and intimate knowledge of the Village's financial systems cannot be replicated. Additionally, she recently led the successful implementation of Munis at another Florida municipality.

Horizon Solutions Group, Inc. is licensed, insured, and located in Lee County. In the past, Horizon has engaged the Village to provide Interim Finance Director services and financial statement preparation and audit support. Their President, Britt Martin, has led both engagements. Britt is an accomplished government finance professional who has provided exceptional services in all prior engagements.

Description:

To provide full project management implementation services, Horizon Solutions Group, Inc. and Village Staff anticipated a need of 800 hours at a cost not to exceed $140,000. Ultimately, staff brought forward to Council a request for 400 hours at a cost not to exceed $70,000. This change required a strategic shift of project management responsibilities and duties. The project manager focused on project planning and data and general ledger conversions. The remaining implementation work was performed by Village Staff.

During this engagement a need arose for Horizon to provide financial statement and audit preparation services. The project manager spent 53 hours of their allocated 400 hours on these audit services. With new Finance staff coming on board, the Village does not anticipate using Horizon Solutions Group for future audits.

Regarding the direct costs from Tyler on implementation, the contract was approved at three years of annual SaaS fees totaling $41,429 and implementation professional services totaling $138,990. During implementation, staff removed three modules from Munis reducing future annual fees by $6,168. Through May 31, 2024, Tyler professional service costs totaled $78,000 or 56% of total approved costs. This amount will rise in June as Tyler is providing further implementation services, however there is no anticipation of exceeding the budget. Total costs to date are as follows:

1st Annual SaaS Fee: $41,429 (Will be $35,261 in years 2 and 3)

Horizon Costs: $60,725 (347 Hours Other 53 Hours on Audit)

Tyler Costs: $78,000

Total **$180,154**

Within the $138,990 is $11,000 of unused conversion hours. These funds remain unused because Britt has taken the lead and performed data conversions. Staff intends to not use these funds and have this supplement the additional request of services for Horizon.

Munis went live on Monday, June 3 as initially planned. Staff have performed a check run and are continuing to work on the new solution. The Finance Director intends to provide a comprehensive update to Council at a work session on July 3.

Britt Martin has gone above and beyond in her service to the Village providing exceptional value for the cost. She is efficient and is always conscious of her time. She has met the approved 400 hours (which included 53 hours on the audit) and anticipates needing an additional 80 hours not to exceed $14,000 to complete her implementation services. The remaining conversions include nine months of detailed history for fiscal year 2023-2024 and 1099 vendor history.

Action Requested:

Motion to approve the engagement for Horizon Solutions Group, Inc. between the Village of Estero and Horizon Solutions Group, Inc.

Authorize the Village Manager to execute the engagement documents on behalf of the Village of Estero Council.

Process and Timeline:

Britt Martin will begin services immediately under this engagement.

Financial Impact:

Britt Martin will perform services at a discounted rate of $175 per hour with a "Not to Exceed" amount of $14,000.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Tyler MUNIS Project Management Engagement Letter

Horizon Solutions Group, Inc.

3600 NW 1st St, Cape Coral, FL 33993
Brittmartin0723@gmail.com
239.470.6506

June 15, 2024

Mr. Kevin Greenville, CPA
Finance Director
The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Tyler MUNIS Project Management

Dear Mr. Greenville:

I am grateful for the opportunity to assist the Village. Based on our conversations and your stated needs, I have detailed the proposed work below.

The scope of this project is to complete the Tyler MUNIS Financial system implementation estimating 80 hours from June 20, 2024, to August 31, 2024.

Per our discussion, I have agreed to discount my rate to $175 per hour with a “Not to Exceed” amount of $14,000. I will perform the work remotely when possible but can be onsite if necessary.

Please let me know if you need any additional information. I look forward to assisting the Village with this or any future needs. Thank you for your consideration.

Sincerely,

Britt Martin

Britt Martin, CGFO
President

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2023, by Jeff Tuscan, CPA, Tuscan &. Company, PA.

Approve Comprehensive Annual Financial Report.

Background:

The Annual Comprehensive Financial Report was presented to Council at a workshop on June 5, 2023.

Description:

In compliance with Florida Statutes 218.39, the Village's financial statements have been independently audited by Tuscan & Company, PA, a firm of licensed certified public accountants. The report provides details of operations for the twelve (12) months ending September 30, 2023. The independent auditor has issued an unmodified ("clean") opinion on the Village's financial statements for the fiscal year ended September 30, 2023.

The audit report also includes the Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Estero for fiscal year ended September 30, 2022. The Village has achieved this prestigious award each fiscal year since inception.

The Village is committed to maintaining the highest standard of controls and oversight of our financial affairs. The Auditor is provided complete access to any and all records – at their complete discretion. Our objective is to provide the highest level of accountability and integrity in our handling of taxpayers dollars. We also commit to complete transparency and fully disclose any issues. Below is our audit history.

Summary of Audit Findings and Management Letter Comments		
FY	Audit Findings	Mgmt Letter Comments
2014/2015	2	1
2015/2016	0	0
2016/2017	1	0
2017/2018	0	0

2018/2019	0	1
2019/2020	0	0
2020/2021	0	1
2021/2022	0	1
2022/2023	0	2

"Findings" represent serious deficiencies in our operation and a "management comment" represents a serious concern that warrants immediate attention. Either represents an opportunity to improve our operation to best preserve the public trust. The expectation is that we never have a "finding" and only rarely have a "management comment". You can see from our history that we take the audit very seriously and manage in accordance with the highest standards of professional conduct.

A history of our Audit Findings and Management Letter Comments is attached. Of course, all of the prior issues have been corrected.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for this certificate.

Action Requested:

Approve Comprehensive Annual Financial Report.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Final Comprehensive Annual Financial Report
2. Summary of Audit Findings and Management Letter Comments (2 pages)

The following attachment is not a PDF, so a link to the native file format is being provided instead:

1. Final Comprehensive Annual Financial Report _SECURED_.pdf (LINK)

Type	#	Finding	Criteria	Condition	Cause	Effect	Recommendation	View of Responsible Official and Planned Corrective Action
FINDING	2015-001	Segregate Payroll Duties	The basic premise of segregation of duties is that no one person should have access to both physical assets and the related accounting records or to all phases of a transaction. During the audit, we noted a lack of segregation of duties within the payroll process.	One employee maintains the payroll master file, including making changes to it for pay rate changes; prepares the payroll; transmits the payroll; and records the transactions in the general ledger.	The Village's finance staff consists of just one person, the Finance Director.	This lack of segregation of duties in the payroll function increases the risk that an error or irregularity could occur and go undetected.	While the Village Manager reviews and approves a preprocessing payroll report, we recommend that the Village Manager also review a payroll post-processing report and compare it to the approved preprocessing report. In addition, the Village Manager should review a payroll change report each pay period, detailing any changes made to the payroll master file.	Effective November 15, 2015, the Village Manager reviews and approves a post-processing report and agrees it to the approved processing report. The Village Manager also reviews a payroll change report to verify that any changes completed are as authorized. On January 27, 2016, a Finance Clerk began work in the Finance Department. This additional staff will allow for segregation of duties in the payroll process.
FINDING	2015-002	Approve Journal Entries	The proper initiation, authorization, recording, and processing of standard and nonstandard journal entries helps guard against the use of journal entries to obscure fraudulent financial reporting.	One employee prepares and records journal entries, without a review or approval of the entry or supporting documentation.	The Village's finance staff consists of just one person, the Finance Director.	This lack of journal entry review and approval increases the risk that an error or irregularity could occur and go undetected.	We recommend the adopting of a policy whereby a report detailing all journal entries will be reviewed by the Village Manager or other designated member of management each month. The report should be initialed and dated by the preparer and initialed and dated by the management reviewer.	On January 27, 2016, a Finance Clerk began work in the Finance Department. With two financial staff members, Finance Clerk and Finance Director, one staff member will prepare the journal entry and the other staff member will review the journal entry with supporting documentation. From November 2, 2015 through January 27, 2016, the Village Manager reviewed and approved all journal entries.
Mgmt Letter	ML#2015-001	Formal Written Policies	Written policies and procedures should be maintained and updated regularly to establish standard practices, establish procedures to address identifies risks in order to prevent or detect and correct errors or fraud, and establish responsibilities for preparation, review and approval of information.	Our review of internal controls revealed financial policies and procedures for recording transactions were not in formal approved written form.	The Village was created on December 31, 2014 and written policies and procedures have not yet been developed.	Without formal written policies and procedures in place, the Village is vulnerable to errors or fraud that might go undetected.	We recommend formal written policies and procedures be adopted which establish standard practices, establish procedures to address identifies risks in order to prevent pr detect and correct errors or fraud, and establish responsibilities for preparation, review and approval of information. Such policies should include string segregation of duties when possible. The policies and procedures should require physical documentation, such as signature/initials and dates, related to preparation, review and approval of information in order to hold those responsible individuals accountable. The policies and procedures should required at least annual updating of the written document in order to address new risks or new procedures required.	Village staff is currently developing formal written policies and procedures for recording transactions an expect those to be completed within the next few months.
FINDING	2017-001	Surcharge Fees	Village management is responsible for establishing and maintaining internal controls over the proper recording of all of the Village's transaction and reconciliation and review of the Village's account balances.	In accordance with State law, the Village is required to calculate and collect certain building surcharge fees on building permits to be remitted to the Florida Department of Business and Professional Regulation and Florida Department of Community Affairs. The Village retains 10% of the surcharge fees and records that amount as revenue in the financial statements. During testing of the permit revenues and associated fees, we noted one instance in which the Florida Department of Business and Professional Regulation and Florida Department of Community Affairs building surcharge fees were assessed on an incorrect total, including certain permit fees not subject to the surcharge fee.	The community development software requires manual calculation of the building surcharge fee base which provides an increased opportunity for error in assessing surcharge fees. The Village does not have internal controls in place to review that the correct surcharge fee base is entered into the system and that the resulting surcharge fee paid by the applicant is calculated correctly.	The Village's revenue is overstated by $2,428.	We recommend that the Village implement policies and procedures to improve the calculation and monthly reconciliation of the surcharge fees to ensure that the proper amounts are being charged and remitted to the State of Florida.	The Village has requested that the community development software be updated to automate the calculation of the building surcharge fee. The software update is in process and it will be implemented when testing is completed. In addition, the Village has implemented a monthly review of building surcharge fees.
Mgmt Letter	2019-01	Contracted Service Provider Reporting Must be Improved		We noted several programming and administrative issues with the proprietary software developed and maintained by the community development department's contract service provider.		1) Community development staff members were permitted to remove frees an issue permits prior to payment of fees in the software without documentations of approval. 2) Certain administrative fees were set up to calculate incorrectly in the software. 3) A software update allowed multiple credit card payments for the same permit on the public portal; however, fee payments were not recorded in the proprietary community development software. 4) No printable log o historical system errors and/or overrides was stored or available.		
Mgmt Letter	2020-01	Submit Public Depositor Annual Report by November 30		During the year ended September 30, 2021, we noted the Public Depositor Annual Report for fiscal year 2021 was not submitted timely to the Chief Financial Officer. Florida Statute 280.16(1)(d) requires a report of all public deposits must be submitted to the Chief Financial Officer annually by November 30. Therefore, the report for fiscal year 2021 was due by November 30, 2021. The actual report was not submitted until May 31,2022.				The Village's Interim Finance Director has prepared a list of Financial Reports and Submissions Requirements which includes the Report name, method of submission and due dates. The Village Manager and Village Clerk were provided this schedule. Therefore, if the Finance Director position is vacant or is not aware of certain reporting requirements, the Manager and Clerk will be aware of the deadlines for reporting.

Type	#	Finding	Criteria	Condition	Cause	Effect	Recommendation	View of Responsible Official and Planned Corrective Action
Mgmt Letter	2021-02	Expenditures in excess of the final approved budget		During the audit, we noted that the Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	The Village hired a new Finance Director on October 17, 2022. The new director prepared the year-end budget amendment due within sixty days of the fiscal year-end close on September 30, 2022. The building fund had excess expenditures totaling $946. This was due to a correcting entry of expenditures performed after the budget amendment was prepared. The driving range fund had excess expenditures totaling $21,039. The driving range fund was established during the fiscal year. With no historical data, budget amounts were estimated for the driving range.	The Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	We recommend the Village budget its audited carryforward in each fund which will provide a contingency and help to eliminate the potential of an over expenditure. Alternately, expenditures in excess of budget should be monitored and avoided.	At the completion of each annual fiscal year financial audit, the Village will adopt a mid-year budget amendment which will include the audited carryforward in each fund.
Mgmt Letter	2022-01	Expenditures in excess of the final approved budget		During the audit, we noted that the Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	Per last year's management response, the Village adopted a mid-year budget amendment which included the audited carryforward in each fund. The fiscal year ended September 30, 2023, was the first full year of activity within the driving range fund. Expenditures within this fund are primarily pass-through and funded from driving range operational revenue. Due to this, the audited carryforward in this fund was not enough to eliminate an over expenditure.	The Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	We recommend the Village continue to budget its audited carryforward in each fund which will provide a contingency and help to eliminate the potential of an over expenditure. Alternately, expenditures in excess of budget should be monitored and the budget amended if circumstances require additional expenditures.	At the completion of each annual fiscal year financial audit, the Village will continue to adopt a mid-year budget amendment which will include the audited carryforward in each fund. Additionally, the Village will complete a year-end budget expenditure reconciliation and amend the budget if required.
Mgmt Letter	2022-02	Three outstanding items in the operating cash account over 12 months old		During the audit, we noted 3 items outstanding in the operating cash account over 12 months old. Per F.S. 717.113 unclaimed items over 12 months old should be properly disposed.	The Village had three checks totaling $5,274.21 outstanding as of September 30, 2023 that were over 12 months old.	The Village had 3 items outstanding in the operating cash account over 12 months old. Per F.S. 717.113 unclaimed items over 12 months old should be properly disposed.	We recommend that the Village investigate these items and properly dispose of them.	The Village has investigated the three outstanding checks and are now properly disposed. Each month, during the bank reconciliation process, outstanding checks over 12 months will be properly disposed.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Resolution No. 2024-10 Statewide Aid Agreement

Approve this Resolution which authorizes the Village Manager to execute the Statewide Mutual Aid Agreement.

Background:

The Florida Emergency Management Act authorizes the State and subdivisions to provide emergency aid and assistance to each other in the event of a disaster or emergency.

Description:

Emergency Management Act chapter 252, Florida Statutes provides local governments the ability to give or receive assistance in an emergency in the event the local government's capabilities are exceeded.

Action Requested:

Approve this Resolution which authorizes the Village Manager to execute the Statewide Mutual Aid Agreement.

Process and Timeline:

If approved, Village Manager to execute the FDEM Agreement as soon as practicable.

Financial Impact:

There are no financial impacts with this agenda item.

Prepared by: Steve Gillette

Attachments:

1. Resolution No. 2024-10 Statewide Aid Agreement with pages 1-13

RESOLUTION NO. 2024-10

A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING THE STATEWIDE MUTUAL AID AGREEMENT; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Village of Estero is a Florida municipal corporation located in Lee County; and

WHEREAS, the Florida Emergency Management Act, Florida Statutes Chapter 252 (the Act), authorizes the State of Florida (the State) and its political subdivisions and municipal corporations to provide emergency aid and assistance to each other in the event of a disaster or emergency; and

WHEREAS, the Act also authorizes the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request for and provision of interjurisdictional mutual assistance to the State and its political subdivisions and municipal corporations by the Village, as well as the request for and receipt by the Village of such assistance from the State, or its political subdivisions or municipal corporations, in accordance with the Act; and

WHEREAS, the Village Council deems entering into this agreement to be in the best interests of the health, safety, and welfare of the community, and for the preservation of life and property during or after a disaster or emergency.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AS FOLLOWS:

Section 1. In order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster, the Village Council does hereby adopt the *Florida Division of Emergency Management Statewide Mutual Aid Agreement-2023* which is attached hereto and incorporated herein by reference.

Section 2. In the event the State adopts a replacement agreement, the Village Manager is authorized to execute the replacement agreement without further Council action so long as the Village Manager determines the terms of such successor agreement are acceptable to the Village.

Section 3. The Village Manager is authorized to take all action necessary to comply with applicable budgeting, accounting, contracting, reporting, and other compliances requirements set forth in the Agreement.

Section 4. This Resolution shall become effective immediately upon its adoption.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

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

DULY ADOPTED with a quorum present and voting this 19th of June, 2024.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie**, *Executive Director*

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
VILLAGE CLERK

By: _____

Title: _____

VILLAGE OF ESTERO, STATE OF FLORIDA

By:
_____

Title: _____

Date: _____

Approved as to Form:

By:

_____

Village Attorney

DIVISION HEADQUARTERS
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

Telephone: 850-815-4000
www.FloridaDisaster.org

STATE LOGISTICS RESPONSE CENTER
2702 Directors Row
Orlando, FL 32809-5631

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Resolution No. 2024-11 Adopting the Procurement Procedures and Requirements

Approve this Resolution in partnership with the County in deploying grant funds in a manner required by law.

Background:

The Village has submitted and been awarded two Federal HUD CDBG-DR Block planning grants which are administered by Lee County.

Description:

2 CFR 200.318 through 200.327 (the Federal Rules) outline several procurement procedures and contract requirements which are needed in procurement activities using Federal funds, which generally do not apply to Florida municipal activities.

Action Requested:

Approve this Resolution in partnership with the County in deploying grant funds in a manner required by law.

Process and Timeline:

If approved, this Resolution goes in effect immediately and will be forwarded to the Lee County CDBG-DR Block Grant Administrator.

Financial Impact:

There is no financial impact involved with this Resolution.

Prepared by: Steve Gillette

Attachments:

1. Resolution No. 2024-11

RESOLUTION NO. 2024-11

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING THE PROCUREMENT PROCEDURES AND REQUIREMENTS CONTAINED IN 2 C.F.R. § 200.318-327 FOR ANY PROCUREMENT ACTIVITY ENGAGED IN BY THE VILLAGE WHICH IS TO BE FUNDED BY FEDERAL CDBG FUNDS; AUTHORIZING THE VILLAGE MANAGER OR TO ADMINISTRATIVELY ADOPT ANY SUPPLEMENTAL PROCUREMENT PROCEDURES OR FORMS WHICH THE VILLAGE IS REQUIRED TO USE BY THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR ANY SUBRECIPIENT INCLUDING LEE COUNTY WHEN ENGAGING IN PROCUREMENT ACTIVITIES TO BE SUPPORTED BY CDBG FUND; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, Community Development Block Grant Disaster Recovery (CDBG-DR) grant funds are appropriated by Congress and allocated by the United States Department of Housing and Urban Development (HUD) to rebuild disaster-impacted areas and to provide funds to most impacted and distressed areas for disaster relief, long-term recovery, restoration and infrastructure, housing and economic revitalization; and

WHEREAS, HUD has allocated one billion dollars in Community Development Block Grant-Disaster Recovery funding to Lee County to assist in recovery efforts from Hurricane Ian for the purpose of addressing unmet needs that other federal agencies have not yet addressed; and

WHEREAS, Lee County, a political subdivision of the State of Florida (the County), has been designated by HUD to administer CDBG-DR grant funds within Lee County; and

WHEREAS, 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 (the Federal Rules) set forth a number of procurement procedures and contractual requirements which are unique to procurement activities which will result in contracts funded by CDBG-DR funds and which do not generally apply to Florida municipal procurement activities; and

WHEREAS, the County has requested, as part of its duty to properly administer the grant funds, that the Village formally adopt the Federal Rules as applicable to all Village procurement activities related to its receipt and use of CDBG-DR funds; and

WHEREAS, the Village Manager recommends that the Village Council adopt this Resolution in order to further facilitate the Village's partnership with the County in deploying the grant funds in the manner required by law.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, THAT:

1. The Village adopts 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 as applicable to all Village procurement activities related to its receipt and use of CDBG-DR funds.

2. The Village's staff shall coordinate with HUD and Lee County to ensure that the Village's procurement activities associated with County-administered CDBG-DR funds satisfy all requirements those agencies may determine are necessary to comply with 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327.

3. The Village Manager is authorized to administratively adopt any supplemental procurement procedures or forms which the Village is required to use by HUD or any subrecipient including Lee County, when engaging in procurement activities to be supported by CDBG-DR funds.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

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

DULY ADOPTED with a quorum present and voting this 19th day of June, 2024.

_____
Jon McLain, Mayor

Attest:

_____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Public Hearing for Ordinance No. 2024-09, Comprehensive Plan Amendment – Water Supply Facilities Work Plan

Transmit Ordinance No. 2024-09 to State and other required review agencies.

Background:

The State requires local governments to prepare and adopt a Water Supply Facilities Work Plan within 18 months after the applicable water management district updates its Regional Water Supply Plan (F.S. Chapter 163.3177).

The South Florida Water Management District approved its "2022 Lower West Coast Water Supply Plan Update" on December 19, 2022. The Village must now adopt an amendment to its Comprehensive Plan.

The Village hired Kimley-Horn to prepare a water supply plan for the Village which is now due to the State.

Description:

See attached staff report which explains in more detail.

The Planning Zoning and Design Board will review this Amendment at its June 11, 2024 meeting.

If the Council votes to transmit the Amendment, it is sent to review agencies who have 30 days to provide comments. After the comments are addressed, the Ordinance requires a second public hearing for "adoption".

Action Requested:

Transmit Ordinance No. 2024-09 to State and other required review agencies.

Process and Timeline:

- Planning Zoning and Design Board Hearing June 11, 2024
- Council Public Hearing to Transmit Ordinance June 19, 2024
- State review agencies have 30 days to review the Amendment and provide comments
- A second public hearing must be held by Council after the comments have been received

Financial Impact:

Cost for consultant to prepare Water Supply Plan, and cost for two newspaper advertisements.

Prepared by: Mary Gibbs

Attachments:

1. Staff Report
2. Ordinance No 2024-09 and Attachment "A", The Village of Estero 10-Year Water Supply Facilities Work Plan

VILLAGE OF ESTERO

COMPREHENSIVE PLAN AMENDMENT

CPA 2024-01
Water Supply Facilities Work Plan

Staff Report

for

Village-initiated Amendment

Village Council Meeting

June 19, 2024

VILLAGE OF ESTERO

Comprehensive Plan Amendment

CPA2024-01

NAME:	**Water Supply Facilities Work Plan**
CASE TYPE:	**Comprehensive Plan Amendment**
CASE NUMBERS:	**CPA2024-01**
PLANNING ZONING AND DESIGN BOARD DATE:	**June 11, 2024**
COUNCIL DATE:	**June 19, 2024 (Transmittal)**
APPLICANT:	**Village of Estero**

REQUESTS

This is a Village staff-initiated request for an amendment to the Comprehensive Plan. The Plan was adopted by the Council on June 13, 2018. The Plan was further amended by Ordinance 2019-23 effective on February 19, 2020 to reference the updated Water Supply Facilities Work Plan of the South Florida Water Management District.

The request is:

1. Amendment to reference the most recent Water Supply Facilities Work Plan (CPA2024-01) which is required by Florida Statutes.

This is a "text" amendment. The Planning Zoning and Design Board will make a recommendation which will be considered by the Village Council at two meetings: transmittal and adoption hearings.

STAFF RECOMMENDATION

Staff recommends transmittal of the amendment.

STAFF ANALYSIS OF REQUEST

Water Supply Plan

Florida Statute Chapter 163.3177 requires local governments to prepare and adopt a Water Supply Facilities Work Plan and incorporate relevant water supply projects into the Comprehensive Plan within 18 months after the applicable water management district approves or updates its Regional Water Supply Plan.

The purpose of the work plan is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction.

The purpose is also to improve coordination between land use planning and water supply planning. By doing so, the Comprehensive Plan also becomes consistent with the regional water supply plan prepared by each water management district.

The South Florida Water Management District approved the "2022 Lower West Coast Water Supply Plan Update" on December 19, 2022. The Village is within this planning area and thus must amend its Comprehensive Plan, as necessary, within 18 months of water management approval.

The Village hired Kimley-Horn & Associates, Inc. to prepare the Work Plan which is attached. The work plan addresses water supplies and conservation programs necessary to serve existing and new development in the Village for a minimum ten-year period.

Water is provided in the Village by Lee County Utilities (LCU) and Bonita Springs Utilities (BSU). The report indicates that, because the Village does not own or operate its own water supply facilities, and because both LCU and BSU have adequate capacity and allocation to serve Estero through the planning period (through 2035), the Village does not need to undertake any capital improvement projects or enter into agreements with the utility providers to ensure continued water supply at the current level of service.

There are several policies already contained in the Comprehensive Plan (infrastructure, capital improvements, intergovernmental coordination elements and definitions) that address water supply planning and coordination.

Staff suggests that the policy below be modified to reference that the required work plan has been prepared.

The proposed amendment language is below in strike-thru/underline:

> Policy INF- 1.3.2. The Village has developed a Water supply Facilities Work Plan within 18 months after the South Florida water Management District approved an update to the required water supply plan (titled the ~~2017~~ 2022 Lower *West Coast Water Supply Plan Update)*. The Village's Plan (*The Village of Estero 10-year Water Supply Facilities Work Plan May, 2024 ~~June 2019)~~* incorporated by reference herein, addresses issues that pertain to water supply for utilities and requirements needed to serve current and future development in the Village. The Work Plan indicates that the Village does not own or operate its own water supply facilities, and because the water suppliers (Lee County Utilities and Bonita Springs Utilities) have adequate capacity and allocation to serve Estero through the planning period, Estero does not need to undertake any capital improvement projects.

ATTACHMENT:

1. The Village of Estero 10-Year Water Supply Facilities Work Plan May 2024.

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2024 - 09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING AN AMENDMENT TO THE VILLAGE OF ESTERO COMPREHENSIVE PLAN TO CHANGE THE TEXT TO REFERENCE THE VILLAGE'S 10-YEAR WATER SUPPLY FACILITIES WORK PLAN AS PROVIDED ON ATTACHMENT "A" AND MADE A PART HEREOF;PROVIDING FOR TRANSMITTAL OF THE AMENDMENT TO THE STATE OF FLORIDA AND OTHER REVIEWING AGENCIES AS REQUIRED BY STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3177(5)(c)3., Florida Statutes, the Comprehensive Plan shall, within 18 months after the applicable water management district approval of its updated regional water supply plan, be amended to reference a 10-year water plan for water supply projects; and

WHEREAS, the Plan was amended in 2020 to reflect the South Florida Water Management District regional water supply plan; and

WHEREAS, the South Florida Water Management District approved an updated regional water supply plan on December 19, 2022; and

WHEREAS, the Village must amend the Comprehensive Plan again to reflect the most recent water supply plan; and

WHEREAS, the Village engaged Kimley-Horn and Associates, Inc. to prepare its work plan, entitled "The Village of Estero 10-Year Water Supply Facilities Work Plan" dated May, 2024 ("Work Plan") (Attachment "A"); and

WHEREAS, the Work Plan addresses water supply and conservation programs necessary to serve existing and new development in the Village for a minimum 10-year period; and

WHEREAS, the Village does not own or operate its own water supply facilities, but the two providers (Lee County Utilities and Bonita Springs Utilities) both have adequate capacity and allocation to serve Estero through the 10-year planning period; and

WHEREAS, the Village Planning Zoning and Design Board, at a duly noticed public hearing held on June 11, 2024 recommended that the Comprehensive Plan Amendment be adopted by the Village Council on first reading for transmittal pursuant to Section 163.3184 of the Community Planning Act; and

WHEREAS, the Village Council, at a duly noticed meeting, held a first reading on this Ordinance on June 19, 2024, considered the recommendation of the Village Planning Zoning and Design Board and the comments of the public, and voted to transmit the Amendment to the State Land Planning Agency and other review agencies as provided in Section 163.3184, Florida Statutes; and

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

Section 1. Recitals.

The foregoing "Whereas" clauses are hereby ratified and incorporated as a part of this Ordinance.

Section 2. Adoption of the Comprehensive Plan Amendment for Transmittal.

The Village Council adopts on first reading the Comprehensive Plan Amendment as proposed below, incorporated and made a part of this Ordinance, for purposes of transmittal to the State Land Planning Agency and other commenting agencies as provided by Section 163.3184(4)(e), Florida Statutes. ~~Strikethrough text~~ denotes deletions and underlined text denotes additions.

> Policy INF- 1.3.2. The Village has developed a Water supply Facilities Work Plan within 18 months after the South Florida Water Management District approved an update to the required water supply plan (titled the ~~2017~~ 2022 Lower *West Coast Water Supply Plan Update).* The Village's Plan (*The Village of Estero 10-year Water Supply Facilities Work Plan May, 2024 ~~June 2019~~)* incorporated by reference herein, addresses issues that pertain to water supply for utilities and requirements needed to serve current and future development in the Village. The Work Plan indicates that the Village does not own or operate its own water supply facilities, and because the water suppliers (Lee County Utilities and Bonita Springs Utilities) have adequate capacity and allocation to serve Estero through the planning period, Estero does not need to undertake any capital improvement projects.

Section 3. Transmittal.

The Village Manager or his designee shall transmit the adopted Comprehensive Plan Amendment and other materials as required by statute to the State Land Planning Agency and other reviewing agencies as provided by Section 163.3184, Florida Statutes.

Section 4. Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.

Section 5. Conflict.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section 6. Effective Date.

This ordinance shall take effect upon adoption at second reading, except that the effective date of the Comprehensive Plan Amendment shall be thirty-one (31) days after the State Land Planning Agency notifies the Village that the plan amendment package is complete or, if timely challenged, thirty-one (31) days after the state Land Planning Agency, or the Administration Commission enters a final order determining the adopted Plan Amendment to be in compliance.

PASSED on first reading this 19th day of June, 2024.

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

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, MMC, Village Clerk Jon McLain, Mayor

Reviewed for legal sufficiency:

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

Attachment "A": The Village of Estero 10-Year Water Supply Facilities Work Plan

The Village of Estero

10-Year Water Supply

Facilities Work Plan

Prepared For:

Village of ESTERO

June 2024

Kimley»Horn

The Village of Estero 10-Year Water Supply Facilities Work Plan

Estero, Florida

Prepared for:

The Village of Estero

Prepared by:

Kimley-Horn and Associates, Inc.

1514 Broadway, Suite 301
Fort Myers, Florida 33901
239-673-2725

148870007 June 2024

EXECUTIVE SUMMARY

The purpose of the Village of Estero's 10-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the pertinent water management district approves a regional water supply plan or its update for a region including the local government in question. The 2022 Lower West Coast Water Supply Plan Update was approved by the South Florida Water Management District (SFWMD) on December 19, 2022. The LWCWSP covers Lee and Collier Counties, as well as portions of Hendry, Glades and Charlotte Counties. The Village of Estero (Estero) falls within the planning area for the LWCWSP.

The Work Plan considers a planning period through 2035, and uses population projections for the Village of Estero based on BEBR medium and 2020 Census data. Lee County Utilities (LCU) and Bonita Springs Utilities (BSU) supply potable water to the Village of Estero. Kimley-Horn coordinated with LCU and BSU staff to determine approximate populations served by each utility and the associated raw and finished water demands for each through 2035. Based on the analysis in the Work Plan, both utilities should have adequate water treatment plant capacity and permitted allocations from the SFWMD to serve the Village of Estero through 2035. Both utilities have several capital improvement projects planned over the next 5 years to support continuous water supply to their service areas at the per capita demands described in the Work Plan.

Because the Village of Estero does not own or operate its own water supply facilities, and because both BSU and LCU have adequate capacity and allocation to serve Estero through the planning period, Estero does not need to undertake any capital improvement projects or enter into agreements with the utility providers to ensure continued water supply at the current level of service.

An assessment of the existing Goals, Objectives and Policies (GOPs) in the Village of Estero Comprehensive Plan was performed in preparation of the Work Plan to identify those that address water supply sources and facilities, as well as conservation and reuse programs.

Under the current statutory requirements, the Village of Estero will be required to update the Work Plan within 18 months of approval of the next LWCWSP.

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List of Abbreviations

ASR	Aquifer Storage and Recovery
BEBR	Bureau of Economic and Business Research
BSU	Bonita Springs Utilities
CUP	Consumptive Use Permit
DEO	Department of Economic Opportunity
DSAP	Detailed Specific Area Plan
EAR	Evaluation and Appraisal Report
ELU	Existing Legal User
ERC	Equivalent Residential Connection
FDEP	Florida Department of Environmental Protection
FDOH	Florida Department of Health
F.S.	Florida Statutes
GOPs	Goals, Objectives and Policies
GPD	Gallons Per Day
IAS	Intermediate Aquifer System
LCU	Lee County Utilities
LOS	Level of Service
LOSA	Lake Okeechobee Service Area
LWCWSP	Lower West Coast Water Supply Plan
LPRO	Low Pressure Reverse Osmosis
MDL	Maximum Developable Limit
MFL	Minimum Flows and Levels
MG	Million Gallons
MGD	Million Gallons Per Day
ORC	Objections, Recommendations, and Comments
RO	Reverse Osmosis
SAS	Surficial Aquifer System
SFWMD	South Florida Water Management District
USACOE	United States Army Corps of Engineers
WSP	Water Supply Plan
WTP	Water Treatment Plant
WWTP	Wastewater Treatment Plant

1.0 Introduction

The purpose of the Village of Estero's 10-Year Water Supply Facilities Work Plan (Work Plan) is to identify and plan for the water supply sources and facilities needed to serve existing and new development within the local government's jurisdiction. Chapter 163, Part II, F.S., requires local governments to prepare and adopt Work Plans into their comprehensive plans within 18 months after the pertinent water management district approves a regional water supply plan or its update for a region including the local government in question. The *2022 Lower West Coast Water Supply Plan Update* was approved by the South Florida Water Management District (SFWMD) on December 19, 2022. The LWCWSP covers Lee and Collier Counties, as well as portions of Hendry, Glades and Charlotte Counties. The Village of Estero (The Village or Estero) falls within the planning area for the LWCWSP. Therefore, the deadline for local governments within the Lower West Coast water supply planning area to amend their comprehensive plans to adopt a Work Plan is June 19, 2024.

Kimley-Horn and Associates, Inc. (Kimley-Horn) prepared this Work Plan based on information obtained from government entities and other parties. While Kimley-Horn has used reasonable care to avoid reliance upon faulty or incomplete information, Kimley-Horn is not able to verify the accuracy of all data and information provided by these government entities and other parties.

According to Sate guidelines, the Work Plan and associated comprehensive plan amendments must address the development of traditional and alternative water supplies, bulk sales agreements and conservation and reuse programs that are necessary to serve existing and new development for at least a 10-year planning period.

The Village's Work Plan is divided into six sections addressing the state guidelines, as well as figures.

Section 1 – Introduction

Section 2 – Background Information

Section 3 – Data and Analysis

Section 4 – Regional Issues

Section 5 – Capital Improvement Element

Section 6 – Goals, Objectives, Policies

Figures

1.1 Statutory History

The Florida Legislature enacted bills in the 2002, 2004, 2005, 2011, 2012, 2015 and 2016 sessions to address the state's water supply needs. These bills, especially Senate Bills 360 and 444 (2005 legislative session), significantly changed Chapter 163 and 373 Florida Statutes (F.S.) by strengthening the statutory links between the regional water supply plans prepared by the water management districts and the comprehensive plans prepared by local governments. In addition, these bills established the basis for improving coordination between the local land use planning and water supply planning.

1.2 Statutory Requirements

Per the enacted legislation, each local government must comply with the following requirements:

1.2.1 Coordinate appropriate aspects of its comprehensive plan with the appropriate water management district's regional water supply plan, [163.3177(4)(a), F.S.].

1.2.2 Ensure that its future land use plan is based upon availability of adequate water supplies and public facilities and services [s.163.3177(6)(a)2.d, F.S., effective July 1, 2005]. Data and analysis demonstrating that adequate water supplies and associated public facilities will be available to meet projected growth demands must accompany all proposed Future Land Use Map amendments submitted to DEO for review. The submitted package must also include an amendment to the Capital Improvements Element, if necessary, to demonstrate that adequate public facilities will be available to serve the proposed Future Land Use Map modification.

1.2.3 Ensure that adequate water supplies and facilities are available to serve new development no later than the date on which the local government anticipates issuing a certificate of occupancy and consult with the applicable water supplier prior to approving building permits, to determine whether adequate water supplies will be available to serve the development by the anticipated issuance date of the certificate of occupancy [s.163.3180(2), F.S., effective June 2, 2011]. This "water supply concurrency" is now in effect, and local governments should be complying with the requirements for all new development proposals. In addition, local governments should update their comprehensive plans and land development regulations as soon as possible to address these statutory requirements. The latest point at which the comprehensive plan must be revised to reflect the concurrency requirements is at the time the local government adopts the plan

amendments to implement the recommendations of the Evaluation and Appraisal Report (EAR) or functional equivalent.

1.2.4 For local governments subject to a regional water supply plan, revise the General Sanitary Sewer, Solid Waste, Drainage, Potable Water and Natural Groundwater Aquifer Recharge Element (the "Infrastructure Element"), within 18 months after the water management district approves an updated regional water supply plan, to:

1.2.4.1 Identify and incorporate the alternative water supply project(s) selected by the local government from projects identified in the updated regional water supply plan, or the alternative project proposed by the local government under s.373.0361(7), F.S. [s. 163.3177(6)(c)3, F.S.].

1.2.4.2 Identify the traditional and alternative water supply projects, and the conservation and reuse programs necessary to meet current and future water use demands within the local government's jurisdiction [s. 163.3177(6)(c)3, F.S.]; and

1.2.4.3 Include a water supply facilities work plan for at least a 10-year planning period for constructing the public, private, and regional water supply facilities, including development of alternative water supplies, identified in the element as necessary to serve existing and new development. [s. 163.3177(6)(c)3, F.S.]

1.2.5 Revise the Five-Year Schedule of Capital Improvements to include any water supply, reuse, and conservation projects and programs to be implemented during the five-year period. Per s. 163.3177(3)(b), F.S., modifications to update the Five-Year Capital Improvements Schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.

1.2.6 To the extent necessary to maintain internal consistency after making changes described in Sections 1.2.1 through 1.2.5 above, revise the Conservation and Coastal Management Element based on projected water needs and sources for at least a 10-year planning period, considering the appropriate regional water supply plan, the applicable District Water Management Plan, as well as applicable consumptive use permit(s). [s. 163.3177(6)(d)3, F.S.]

If the established planning period of a comprehensive plan is greater than the ten years, the plan must address the water supply sources necessary to meet and achieve the

existing and projected water use demand for established planning period, considering the appropriate regional water supply plan. [s. 163.3167(9), F.S.]

1.2.7 To the extent necessary to maintain internal consistency after making changes described in Sections 1.2.1 through 1.2.5 above, revise the Intergovernmental Coordination Element to ensure coordination of the comprehensive plan with applicable regional water supply plans and regional water supply authorities' plans, and with other units of local government providing services. [s. 163.3177(6)(h)1., F.S.]

2.0 Background Information

2.1 Overview

The Village of Estero was incorporated in 2014 with a total area of approximately 26.5 square miles. Estero is located within Lee County, east of Estero Bay and the Gulf of Mexico, north of the City of Bonita Springs, and west and south of unincorporated Lee County. The North Branch of the Estero River originates in Estero and runs through the northern and central part of the Village, converging with the South Branch of the Estero River. Halfway Creek originates in the southern part of Estero and runs through the southern and western portions of the Village. Corkscrew Road and Estero Parkway represent local east-west travel corridors, while US-41 and I-75 are regional north-south travel corridors across this part of the State.

The Village of Estero has a sizable seasonal population, equaling approximately 49% of the permanent population based on 2018 population estimates. Approximately half of the population is aged 62 years or older, significantly higher than both Lee County as a whole (30%) and the State of Florida (22%).

The Village of Estero contracted with Metro Forecasting Models to develop population estimates for the Village's Comprehensive Plan in 2017. An explanation of the methodology used by Metro Forecasting Models (MFM) can be found in the Attachments to the Village of Estero Comprehensive Plan Data and Analysis adopted June 13, 2018. Based on the 2010 census, MFM estimates 30% of the total housing stock consists of seasonal housing units. For 2018, MFM estimates a permanent population of 34,631 for the Village of Estero, and a peak seasonal population of 51,738 (49.4% increase over permanent population). This swing in seasonal population remains constant through 2040 projections, when MFM predicts permanent and peak seasonal populations of 49,916 and 74,575, respectively (49.4% increase over permanent population).

Per the 2016 Existing Land Use data in the Comprehensive Plan Data and Analysis, the Village of Estero land use pattern is balanced with single family residential (17.3%), commercial (15.7%), recreation (12.5%), and natural conservation and buffer areas (24.1%) comprising the major land use types. Vacant land and water represent 10.7% and 8.5% of the existing land use area, respectively. Mobile homes, multi-family residential, industrial, mixed use, schools, semi-public and public buildings, and agriculture each represent less than 2% of the existing land use. The utility land use category represents 5.1%.

The Comprehensive Plan Data and Analysis identifies the largest developable vacant land by future land use categories as Village Neighborhood 1 (356 acres, 25.19% of total vacant), Village Center (300 acres, 21.23%), Transitional Mixed Use (228 acres, 16.14%), and Village Neighborhood 2 (121 acres, 8.56%). Wetlands represent the second largest category at 333 acres and 23.57% of total vacant, but this is a low-density land use category at 1 dwelling unit per 20 acres, and this category generally requires permitting and mitigation in order to develop. All other vacant land by future land use category is less than 100 acres and 5% of total vacant. Under currently allowed densities, vacant lands could accommodate up to 2,167 single family and 6,780 multi-family housing units, equivalent to roughly 30,030 additional persons based on the MFM household size ratios. The Village of Estero puts emphasis on open space and recognizes the potential for transitional mixed use and infill along existing corridors through future land use categories of Mixed Use and Village Center. The Village also discourages urban sprawl through the Future Land Use Element.

The Village of Estero falls within the public water supply services areas for Bonita Springs Utilities (southern portion of the Village) and Lee County Utilities (northern portion of the Village). The Village of Estero does not own or operate its own public water supply facilities.

3.0 Data and Analysis

3.1 Population Information

The countywide population projections provided by Bureau of Economic Research (BEBR) do not provide the distribution of people residing in the municipalities and the unincorporated areas, nor do they account for seasonal populations. The distribution and seasonal information are important to consider when planning for water supplies, as it helps identify where growth is occurring and determine the peak demands on public facilities and services. The Village of Estero contracted with Metro Forecasting Models to develop population estimates for the Village's Comprehensive Plan in 2017. An explanation of the methodology used by Metro Forecasting Models (MFM) can be found in the Attachments to the Village of Estero Comprehensive Plan Data and Analysis adopted June 13, 2018. Based on the 2010 census, MFM estimates 30% of the total housing stock consists of seasonal housing units.

For 2023, the Village of Estero received a permanent population estimate of 37,507 from BEBR, or an increase of 568 persons since the 2020 Census estimate of 36,939. This does represent a slight decrease in population (335 persons) between 2022 and 023, attributed to the impacts of Hurricane Ian, which struck Lee County in September 2022. Based on permanent to seasonal resident proportions developed by MFM in the Attachments to the Village of Estero Comprehensive Plan Data and Analysis, a peak seasonal population of 56,035 (49.4% increase over permanent population) is estimated for 2023. This swing in seasonal population is assumed to remains constant through 2040 projections, when MFM predicts permanent and peak seasonal populations of 49,916 and 74,575, respectively (49.4% increase over permanent population). Assuming the Village of Estero remains a constant percentage of the overall Lee County population (4.68% based on 2023 population estimates), the Village's 2040 permanent resident population projection is 47,114 using published 2024 BEBR medium projections. This represents a decrease of 2,800 persons in the year 2040 compared to the MFM projections. The Village of Estero annexed a small piece of property to the north of Coconut Road consisting of approximately 25 residential units.

A significant amount of the Village of Estero's seasonal population is comprised of seasonal residents (i.e., "snowbirds"), whose seasonal period extends from approximately November through April. Historically, Estero has had a larger seasonal vacancy/occupancy rate than Lee County as a whole. Vacancy rates are based on the number of vacant units for sale or rent, plus those occupied seasonally, divided by the total housing inventory. Vacancy rates within the Village of Estero are estimated at 30% based on 2020 Census data. In their analysis, MFM expects single and multi-family vacancy rates to decline to 0.275 and 0.227, respectively, by 2040. Seasonal

tourism associated with recreational activities, such as outdoor sports and shopping, also increases the seasonal population. Seasonal population may be accommodated in vacant housing units or in hotels.

Table 1 provides permanent population projections for the Village of Estero through 2035, as well as an estimated seasonal population. The projections are based on BEBR medium projections for Lee County, as described above.

Table 1 -- Population Projections

	2023	2025	2030	2035
Village of Estero[1]	37,507	39,142	42,518	45,134
Countywide Permanent Population[2]	800,989	835,900	908,500	964,400
Estero Seasonal Population[3]	18,528	19,336	21,004	22,296
Countywide Seasonal Population[4]	144,178	150,500	163,500	173,600
Village of Estero Peak Population	56,035	58,478	63,522	67,430
Countywide Peak Population	945,167	986,400	1,072,000	1,138,000

[1] From 2023 Official Population Estimate (Permanent Residents): April 1, 2023, from BEBR

[2] BEBR medium population projection as reported in the Florida Population Studies Projections of Florida Population by County, Volume 57, Bulletin 198, January 2024

[3]Based on 49.4% seasonal occupancy rate from Metro Forecasting Models estimates used in The Village of Estero Comprehensive Plan

[4]Based on 18% seasonal occupancy rate for Lee County, rounded to nearest hundred from Lee County Public Facilities Level of Service and Concurrency Report, November 2022

The SFWMD LWCWSP (2022 Update) uses permanent county resident populations from the 2020 Decennial Census as the basis of population projections. Utility service area or DSS populations from 2017 to 2020 were estimated based on Census block data for those areas and BEBR medium annual growth rates and published 2021 population estimates. In some cases, modifications were made to service area populations based on information from local land use planning maps and local government Comprehensive Plans. Population projections to 2045 were calculated using Future Utility Service Area distributions of population served with the 2020 Decennial Census data.

The LWCWSP provides population projections for the Bonita Springs Utilities and Lee County Utilities services areas, the two utilities that provide public water supply to the Village of Estero. Due to the lag time in document preparation between the SFWMD's LWCWSP and the Village's 10-Year Water Supply Facilities Work Plan, updated population projections by BEBR have become available. Thus, slight differences may exist between the population projections used in this Work Plan and those of the SFWMD LWCWSP (2022 Update).

3.2 Maps of Current Future Areas Served

The map depicting current boundaries of the Village of Estero and the BSU and LCU service areas is Figure 1, which is provided in Section 6.0. LCU serves the portion of the Village of Estero north of Williams Road, and BSU serves the portion of the Village to the south of Williams Road. The Village of Estero falls wholly within either the BSU or LCU service area. There are no anticipated changes to the service areas that would affect the Village of Estero within the planning period.

3.3 Potable Water Level of Service Standard

Lee County Utilities has a level of service (LOS) of 250 gallons/day/equivalent residential connection (gpd/ERC). Facilities serving only multi-family or mobile homes have an LOS of 200 gpd/ERC. Facilities serving only recreational vehicles or travel trailer residential structures have an LOS of 100 gpd/ERC. BSU has a stated LOS of 235 gpd/ERC at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere within the system. The Village of Estero has adopted the LOS of either LCU or BSU for connections to their respective service areas.

3.4 Population Information

Table 2 shows the population and potable water demand projections for the utilities serving areas within the Village of Estero. Locations of seven (7) small public water systems, which provide water to small commercial establishments, remote locations, and a motel, were obtained from the Florida Department of Health (last updated March 2018) for the Village of Estero, as shown on Figure 1 and on Table 3 below.

Table 2-- Population and Demands

Water Supply Utility Service Within Local Government's Jurisdiction								
	Population Projections				Water Supply Demands (MGD)			
Utility Service Area	**2023**	**2025**	**2030**	**2035**	**2023**	**2025**	**2030**	**2035**
Lee County Utilities	24,713	25,803	28,053	29,797	2.82	2.94	3.20	3.40
Bonita Springs Utilities	12,502	13,047	14,173	15,045	1.43	1.49	1.62	1.72
Self-Served	292	292	292	292	0.044	0.044	0.044	0.044
Village-wide Permanent Pop.	37,507	39,142	42,518	45,134	4.28	4.47	4.85	5.15
Village-wide Seasonal Pop.	18,528	19,336	21,004	22,296	2.11	2.21	2.40	2.54
Village-wide Peak Population	56,035	58,478	63,522	67,430	6.39	6.67	7.25	7.69

Table 3 -- FDOH Limited Use Drinking Water Systems Within The Village of Estero

Limited Use Drinking Water Systems			
Name	**Program**	**Entity ID**	**Address**
Estero Groves Remote Line Switch	Registered LU Commercial	474724	20720 Highland Ave.
Cypress Park Motel	LU Commercial	474268	21271 Cypress Pkwy Circle
Lee Property #1	Registered LU Commercial	1295995	20251 S. Tamiami Trail
Happehatchee Center	LU Commercial	1426699	8791 Corkscrew Rd.
Lee Property #2	Registered LU Commercial	474284	20241 S. Tamiami Trail
Jay Properties Florida/ Greenway Landscape S	LU Commercial	474398	20190 S. Tamiami Trail
Gess Family Partnership & Gulf Coast Driving Range[1]	LU Commercial	474553	9000 Williams Rd.

1. The Village of Estero recently purchased the property and has closed the driving range.

3.5 Water Supply Provided by Local Government

Village of Estero—Lee County Utilities Service Area

Lee County Utilities operates five (5) interconnected water treatment plants (WTPs) countywide. The majority of the potable water demand within the Village of Estero LCU service area comes from the Pinewoods WTP and wellfield, located within the boundary of the Village, although the Corkscrew, Green Meadows, North Lee and Olga WTPs can also supply water to this area as needed. Figure 2 shows the water supply facilities from both LCU and BSU in and near the Village of Estero.

According to the SFWMD public water supply permit (No. 36-00122-W), raw water for the Pinewoods WTP is sourced from the Water Table aquifer, Sandstone aquifer and Lower Hawthorn aquifer (an alternative water supply source) via 23 existing wells ranging from 8 to 16 inches in diameter, and eight (8) proposed wells 14 inches in diameter. The annual and maximum month allocations for the permit are 2,685.8 and 268.4 MG, respectively, then further limited by source. Treated water from the Pinewoods WTP is distributed to LCU's interconnected system. The Pinewoods Wellfield and WTP are located within the Village of Estero. This permit will come up for renewal in 2034, at which time Lee County may request an increase in allocation to meet the projected demands of the service area.

SFWMD permit 36-00152-W for the North Lee wellfield authorizes annual and maximum month allocations of 5,667.50 and 587.30 MG, respectively, via withdrawals from 20 existing wells open to the Lower Hawthorn aquifer and 21 additional proposed wells.

LCU's largest SFWMD permit for public water supply, 36-00003-W, includes the Green Meadows and Corkscrew wellfields, and Olga treatment facility, which is authorized for withdrawals from the C-43 (Caloosahatchee River). Permit 36-00003-W authorizes annual and maximum month allocations of 12,508 and 1,355 MG, respectively. In addition to surface water withdrawals from the C-43, LCU's Green Meadows and Corkscrew wellfields withdraw groundwater from the Surficial, Sandstone and Upper Floridan aquifers from a combined total of 98 existing production wells. Forty-four (44) proposed wells, open to the Surficial, Sandstone and Upper Floridan aquifers, remain on the permit, along with four (4) proposed surface water pumps. Additionally, the permit includes aquifer storage and recovery (ASR) facilities at the Olga and Corkscrew WTPs. This permit will come up for renewal in 2031, at which time Lee County may request an increase in allocation to meet the projected demands of the service area.

According to the 2020 U.S. Census, the average number of persons per household for the area served by LCU is 2.44. The population in the Village of Estero served by LCU is estimated at 25,963 permanent residents and 38,789 combined permanent and seasonal residents in 2023. This population is assumed to grow at the same rate as the Village of Estero during the 10-year planning period (through 2035). The location of the LCU service area within the Village of Estero is shown on Figure 1.

According to the SFWMD water use permit staff reports for 36-00003-W and 36-00122-W, the annual allocation is based on a raw water per capita rate of 118 gallons per day (gpd). Permit 36-00003-W includes losses to the ASR system at the Corkscrew wellfield in the maximum monthly allocation. Permit 36-00152-W assumes a raw water per capita rate of 116 gpd and includes an allocation for backup supply of the Olga WTP (covered under permit 36-00003-W) in the amount of 1,616 million gallons per year and 152 million gallons per month.

The following table provides an analysis of the available water treatment plant capacity and SFWMD permitted allocation. The analysis shows a WTP surplus to treat additional; raw water and a surplus of SFWMD permitted raw water allocation through the 10-year planning period.

Table 4 -- Lee County Utilities Water Treatment Plants

	2023	2025	2030	2035
Total Population Served (LCU WUPs 36-00003-W, 36-00122-W, 36-00152-W)[1]	405,127	420,816	454,250	482,200
Population Served Village of Estero[2]	38,789	40,498	44,029	46,765
Finished Drinking Water Demand per Capita (GPD)[3]	100	100	100	100
Finished Water Ave. Daily Demand (MGD)	40.51	42.08	45.43	48.22
Estero Finished Water Ave. Daily Demand (MGD)	3.88	4.05	4.40	4.68
Available Facility Capacity (MGD)	52.9	57	57	57
Facility Capacity Surplus (Deficit)[4]	12.39	14.92	11.58	8.78
Raw Water SFWMD Allocation (MGD Annual Ave.)	57.15	57.15	57.15	57.15
Raw Water Ave. Daily Demand (MGD)[5]	47.40	49.24	53.15	56.42
Estero Raw Water Ave. Daily Demand (MGD)	4.54	4.74	5.15	5.47
Raw Water Permitted Surplus (Deficit)[6]	9.75	7.91	4.00	0.73

[1] Based on ERC data provided in Lee County Public Facilities Level of Service and Concurrency Report 2021; 2023 Lee County Water Supply Facilities Work Plan, December 2023; 2020 Census data and 2024 BEBR population projections.
[2]Total population (permanent plus seasonal) within Village of Estero not served by BSU or DSS.
[3]Average of calculated finished per capita water demands from 36-00003-W, 36-00122-W and 36-00152-W staff reports.
[4]Calculated by subtracting Finished Water Ave. Daily Demand from Available Facility Capacity.
[5]Average of raw per capita water demands from 36-00003-W, 36-00122-W and 36-00152-W staff reports (117 gpd), includes Village of Estero.
[6]Calculated by subtracting Raw Water Ave. Daily Demands from Raw Water SFWMD Allocation.

For the period from 2025 to 2035, the projected population within the Village of Estero served by LCU represents between 9.6 and 9.7% of the projected population served by the utility. Population projections based on Lee County's 2021 Public Facilities Level of Service and Concurrency report, based on reported ERC and the average number of persons per household from 2020 Census data as shown in Table 4, are approximately 38.6 to 48.2% higher than population projections for the utility included in the LWCWSP. These values represent peak population served. The analysis should be considered conservative within the context of the LWCWSP.

Based on the population projections and demand estimates, Lee County Utilities should have adequate plant capacity and permitted raw water allocation through 2030, even assuming no increase in allocation requested for permit 36-00003-W at the time of the 2031 renewal and permit 36-00122-W at the time of the 2034 renewal.

Lee County Utilities System PWS Summary Table	
SFWMD Permit Numbers	36-00003-W, 36-00122-W, 36-00152-W
Permit Expiration Dates	6/15/2031, 12/1/2034 & 8/26/2040, respectively
Raw Water Sources	Water Table, Surficial, Sandstone, Mid-Hawthorn, Lower Hawthorn & Upper Floridan aquifers, SFWMD Canal C-43
Annual Allocations (MG)	12,508; 2,685.76 & 5,667.50, respectively
Maximum Monthly Allocations (MG)	1,355; 268.76 & 587.30, respectively
Treatment Type	Reverse osmosis, nanofiltration, lime softening
Treatment Efficiency	80 (RO)-95% (lime softening)
Treatment Capacity (MGD)	52.9 (combined), 57 after 2025
Storage Volume (MG)	36.5 in tank; 3.2 ASR at Corkscrew
Interconnect or Bulk Sales Agreement	Interconnects with the Cities of Fort Myers (5) and Cape Coral (2), Bonita Springs Utilities (1); provides water to the Town of Fort Myers Beach

3.6 Water Supply Provided by Other Entities

Village of Estero—Bonita Springs Utilities Service Area

Bonita Springs Utilities (BSU) operates reverse osmosis and lime softening water treatment plants to supply its service area. The BSU WTP on East Terry Street near I-75 supplies potable water to the portion of the Village of Estero south of Williams Road. Figure 2 shows the water supply facilities for both LCU and BSU in and near the Village of Estero.

According to the LWCWSP, the per capita finished water rate is 153 gpd based on historical use from 2016 to 2020. Data used in the Water Demands Projection technical memorandum prepared by Black and Veatch in support of the 2020 permit modification (application #200930-1), bases the requested allocation on a finished water usage of approximately 89 gpdpc, based on a population per ERC of 2.35 persons. Based on a system efficiency of 100% for the portion of water supplied by the Lower Tamiami aquifer, per correspondence with BSU, and an efficiency of 75% for the Floridan Aquifer System, the weighted average per capita raw water rate is approximately 100 gpd, per the Black and Veatch memo. The SFWMD permit modification bases the allocation on a raw water per capita use rate of 100 gpd, so a raw water per capita rate of 100 gpdpc is used in Table 5.

BSU previously had allocations from the Lower Tamiami aquifer permitted under SFWMD water use permit 36-00008-W and allocations from the Upper Floridan aquifer permitted under water use permit 36-04062-W. A modification to permit 36-00008-W approved in 2022 combined the two permits such that permit 36-00008-W now covers both the Lower Tamiami and Upper Floridan aquifer wellfields and the allocation for the entire BSU service area in a single permit.

According to the SFWMD public water supply permit (No. 36-00008-W), raw water for the BSU WTP is sourced from the Lower Tamiami aquifer and Upper Floridan aquifer (an alternative water supply source) via 19 existing Lower Tamiami aquifer wells ranging from 8 to 14 inches in diameter, 15 wells existing Upper Floridan aquifer wells ranging from 12 to 16 inches in diameter, four proposed eight-inch diameter Lower Tamiami aquifer wells, and 16 proposed 14-inch diameter Upper Floridan aquifer wells. The annual and maximum month allocations for the permit are 5,986 and 618.3 MG, respectively, then further limited by source. The permit has a temporary 5-year allocation of 7.26 MGD from the Lower Tamiami aquifer that expires in 2027. The permitted allocation is intended to supply the service area through 2041.

The following table provides an analysis of the available WTP capacity and the SFWMD permitted allocation. The analysis shows a WTP surplus to treat additional raw water and a surplus of SFWMD permitted raw water allocation through the 10-year planning period.

Table 5 – Bonita Springs Utilities Water Treatment Plants

	2023	2025	2030	2035
Functional Population Served	121,220	125,876	137,073	145,688
Functional Population Served Village of Estero[2]	16,811	19,493	21,174	22,477
Finished Drinking Water Demand per Capita (GPD)[3]	89	89	89	89
Finished Water Ave. Daily Demand (MGD)	10.79	11.20	12.20	12.97
Estero Finished Water Ave. Daily Demand (MGD)	1.50	1.73	1.88	2.00
Available Facility Capacity (MGD)	19.06	21	21	21
Facility Capacity Surplus (Deficit)[4]	8.27	9.80	8.80	8.03
Raw Water SFWMD Allocation (MGD Annual Ave.)	16.4	16.4	16.4	16.4
Raw Water Ave. Daily Demand (MGD)[5]	12.12	12.59	13.71	14.57
Estero Raw Water Ave. Daily Demand (MGD)	1.68	1.95	2.12	2.25
Raw Water Permitted Surplus (Deficit)[6]	4.28	3.81	2.69	1.83

[1] Based on population projections from BSU, includes seasonal component.
[2]Approximately 17% of the total BSU population served, with seasonal component added.
[3]Average of calculated finished per capita water demands from 36-00008-W staff report and files from application 200930-1.
[4]Calculated by subtracting Finished Water Ave. Daily Demand from Available Facility Capacity.
[5]Raw per capita water demand from 36-00008-W staff report (100 gpd), includes Village of Estero.
[6]Calculated by subtracting Raw Water Ave. Daily Demands from Raw Water SFWMD Allocation.

Based on the population projections and demand estimates, Bonita Springs Utilities should have adequate plant capacity and permitted raw water allocation through 2035, based on a WTP expansion to 21.0 MGD after 2025.

Bonita Springs Utilities System PWS Summary Table	
SFWMD Permit Number	36-00008-W
Permit Expiration Dates	3/1/2042
Raw Water Sources	Lower Tamiami & Upper Floridan aquifers,
Annual Allocation (MG)	5,986.00
Maximum Monthly Allocation (MG)	618.30
Treatment Type	Reverse osmosis, lime softening
Treatment Efficiency	75 (RO)-100% (lime softening)
Treatment Capacity (MGD)	19.06, 21.0 after 2025
Storage Volume (MG)	13
Interconnect or Bulk Sales Agreement	Interconnects with Lee and Collier Counties

Small Public Water Systems

A small number (n = 7) of small public water systems are located within the Village of Estero and provide water to small commercial establishments, remote locations, and a motel. The Limited Use Commercial Systems are small and serve transient populations, as regulated by the Department of Health. A list of these small public water systems was obtained from the Florida Department of Health GIS files available through the Florida Geographic Data Library. Locations of small public water systems are shown as points on Figure 1 and listed in Table 3.

Self-Supply

A small of individual water users within the Village of Estero have permitted wells for domestic self-supply, as reported by the Lee County Well Construction Database. These facilities may include those serving small public water systems. For the purposes of this Work Plan, self-supply and small public water systems are grouped together within the self-supply category, given the small number of each.

3.7 Future Water Supply Demands

Future growth is anticipated to be driven by the three regional commercial centers and the growth of Florida Gulf Coast University (campus located outside of Estero to the northeast). These factors have been accounted for in the population projections provided in Section 3.4. The biggest project of note within the planning period is the Woodfield multiuse development, which will consist of multifamily housing, commercial space, a civic building and a hotel. At buildout, expected to occur within the next five years, the project will have average daily demands of 190,700 gpd supplied by BSU.

3.8 Potential Future Water Suppliers

No potential future water suppliers within the Village of Estero are anticipated during the planning period.

3.9 Agriculture and Landscape/Golf Water Supply Demands

The LWCWSP predicts agricultural demands will remain steady in Lee County through 2035 and then decrease slightly thereafter. Landscape irrigation will increase countywide, and golf course irrigation is projected to remain constant. Several properties within the Village of Estero have water use permits through the SFWMD for landscape irrigation, including multiple planned communities with and without golf courses, mixed use and commercial properties, schools, and parks. Only four active agricultural/nursery water use permits fall within the Village of Estero due to the small percentage of land use in that category. All of these permits have allocations for less than 3 million gallons per month.

Consistent with trends for Lee County as a whole, landscape irrigation will likely increase over the planning period, proportional to the anticipated growth, and rely on irrigation wells and onsite lake withdrawals for supply. Growth will likely occur as in-fill of existing developments and conversion of currently vacant lands. Many existing residential/golf course communities occupy former agricultural lands, and landscape/recreation irrigation demands have replaced former agricultural irrigation demands in these locations.

3.10 Commercial/Industrial Water and Power Generation Supply Demands

According to the LWCWSP, Lee County will have an increase of 3.19 MGD between 2020 and 2035 for commercial and industrial self-supplied demand. Traditional groundwater sources are expected to meet demands, provided the water use permitting conditions are met.

Alternative sources will be evaluated as part of the water use permitting process. Some industrial applications require potable-quality water. Potable water to serve these users are included in this Work Plan. If not on-line or available, potable water will be self-supplied. Thirteen small industrial water use permits exist within the Village of Estero, but none has an allocation for greater than 3 million gallons per month.

3.11 Conservation

The following conservation measures have been incorporated by the Comprehensive Plan for the Village of Estero, in addition to complying with elements of the water conservation plan developed by both LCU and BSU for their respective service areas. The Village of Estero has the following language related to conservation in its current Comprehensive plan.

Florida Friendly Landscaping

The Village will promote Florida-friendly landscaping techniques in the land development code and provide education on water conservation through creative landscaping, and promote the conservation and use of native plant species through Florida-friendly landscaping techniques on Village projects.

Water Conservation Rate Schedule

Both LCU and BSU have tiered rate structures to promote water conservation.

Irrigation Restrictions

The Village of Estero adopted an ordinance in 2021 restricting landscape irrigation to two days per week year-round, with alternating days for even and odd addresses between 4:00 p.m. and 10:00 a.m. The Village of Estero educates residents on the ordinance via its web site.

Rain Sensors and Conservation of Irrigation Water

The Florida Building Code requires the installation of rain sensors for automatic sprinkler systems. Irrigation systems should conserve water and be designed to eliminate application of water to impervious areas.

Ultra Low Volume Plumbing Fixtures

Both LCU and BSU require installation of ultra low volume (ULV) plumbing fixtures in all new construction. Maximum flow volumes are:

Toilets: 1.6 gal/flush at 80 psi

Showerheads: 2.5 gpm at 80 psi

Faucets: 2.2 gpm at 60 psi

Water Loss Accounting

Both BSU and LCU estimate water losses due to hydrant flushing, line breaks and dead-end main flushing; test and calibrate meters annually; and conduct annual leak detection surveys.

Public Information

LCU, BSU and the Village of Estero provide websites that include information on water supply and water shortage declarations, and a contact number for residents to report leaks, in addition to resources for water conservation published by the SFWMD.

3.12 Reuse

Both LCU and BSU provide reuse water to customers. All public access reuse water generated by BSU is sold to Resource Conservation Systems, which supplies irrigation water to communities located within the Village of Estero, such as the Brooks, and Bonita Springs. LCU also provides reuse water to communities within the Village of Estero and elsewhere within its service area. LCU continues to identify projects to maximize its reuse water usage.

4.0 Regional Issues

The LWCWSP identifies regional water supply issues which may impact the Village of Estero's water supply planning, including seasonal availability of surface water supplies and associated establishment of minimum flows and levels (MFLs) and recovery strategies, peak freshwater discharges to the Caloosahatchee Estuary, and increased withdrawals from the Surficial and Intermediate aquifer systems. The LWCWSP also discusses limited freshwater availability in the Surficial Aquifer System (SAS) and Intermediate Aquifer System (IAS), and MFLs and maximum developable limits (MDLs) to address management of those resources. A discussion of regional issues, as they pertain to the Village of Estero, is provided below.

4.1 Lower West Coast Water Supply Plan

Lake Okeechobee Service Area (LOSA) MFLs, Recovery Strategy and Restricted Allocation

Due to the implementation of the United States Army Corps of Engineers (USACOE) Lake Okeechobee federal recovery strategy, the SFWMD developed an MFL recovery strategy in 2008 to address predicted exceedances of the MFL. As part of the recovery strategy, restricted allocations in the LOSA were implemented in response to the predicted MFL exceedances and decline in the level of certainty for existing legal users (ELUs) of the resource. The restricted allocations limit new withdrawals from Lake Okeechobee.

Of the main water suppliers for the Village of Estero, only LCU withdraws surface water from the C-43, part of LOSA, at its Olga facility, as authorized under SFWMD permit #36-00003-W. LCU's C-43 allocation constitutes 7.6% of its total permitted withdrawals, which were evaluated as part of the last permit renewal approved in 2011. The last permit renewal included discussion of the MFL and Water Availability Rule, which states that the permitted allocation is calculated as the base condition water use. Additionally, LCU has implemented an ASR program to increase storage capacity at Olga in order to mitigate impacts to operations due to seasonal variations in flow and salinity. The permit received a 20-year duration. Additionally permit 36-00152-W provides allocation for backup supply of the Olga WTP in the amount of 1,616 million gallons per year and 152 million gallons per month.

Neither LCU nor the Village of Estro proposes any increase in withdrawals from the LOSA system to meet projected water demands.

Limited Fresh Groundwater Resources in the SAS and IAS

According to the LWCWSP, there is limited availability of fresh groundwater in the Lower Tamiami (SAS), Sandstone (IAS) and Mid-Hawthorn (IAS) aquifers due to concerns over impacts to wetlands and ELUs, and saline water intrusion. MFLs and MDLs have been established for these aquifers since 2001. Parts of Lee, Collier and Hendry Counties are most affected by the MFLs and MDLs. The SFWMD will review requests for additional withdrawals from these sources on a case-by-case basis during the permitting process, Water suppliers to the Village of Estero, both LCU and BSU, do source water from the Sandstone and Lower Tamiami aquifers, respectively, within the reduced threshold areas. To meet increased water demands, both water suppliers have expanded into the Upper Floridan aquifer, not considered a fresh groundwater source, while limiting withdrawals from the freshwater aquifers discussed above.

The Village of Estero has several policies to limit consumption from freshwater aquifers, both through discouraging overuse of potable water and limiting quantities of freshwater used for irrigation within the Village of Estero. Such policies include:

INF-1.2.3 The Village shall base all future development and use of groundwater resources on determinations of the safe yield of the aquifer system(s) in order not to impair the native groundwater quality or create other environmental damage. Criteria for safe-yield determinations will be determined by the SFWMD, the agency charged with permitting these activities.

INF-1.2.5 Coordinate with Lee County and utility providers to identify water needs consistent with projections of human population and the needs of natural systems in order to determine the future demands for groundwater.

INF-1.2.6 Continue to encourage the developer driven expansion of infrastructure to provide reuse water service when sufficient supply is available.

INF-1.2.7 When and where available, reuse water should be the first option for meeting irrigation needs of a development. Where reuse water is not available, surface water or low quality groundwater should be used for irrigation. All other potential water sources must be eliminated prior to selecting potable water as the sole source for meeting the irrigation needs of a development.

CCM-1.10.1 Work with Lee County and utility providers to identify water needs consistent with projections of human population and the needs of natural systems in order to determine the future demands for groundwater. The Village will support appropriate measures to ensure water supplies of sufficient quantity and quality to meet the present and projected demands of all consumers and the environment, based on the capacity of the natural systems.

CCM-1.10.2 Comply with the Mandatory Year Round Landscape Irrigation Conservation Measures as detailed in the Florida Administrative Code and cooperate with emergency water conservation measures of the South Florida Water Management District.

CCM-1.10.4: Promote Florida Friendly landscaping techniques in the Land Development Code and provide education on water conservation through creative landscaping, and promote the conservation and use of native plant species through Florida-friendly landscaping techniques on Village projects.

Caloosahatchee River (C-43) MFL and Estuary Impacts

The Caloosahatchee River has had an MFL established at the S-79 structure in Lee County since 2001. On multiple occasions, the MFL has not been met. Additionally, peak freshwater discharges from Lake Okeechobee during the wet season affect the health of the estuary, as do inadequate flows during the dry season. Additional storage capacity is needed to address water availability issues. As discussed previously, only LCU withdraws a small portion of its overall allocation from the Caloosahatchee River (C-43), which is established per historical base condition water use, with no proposed increases from this source.

The Village of Estero has multiple utility extension projects planned within the next 5 to 10 years designed to extend utility service to communities currently served by package plants and septic systems. Removal of these systems is intended to improve water quality in both the Estero River and Estero Bay.

The Village of Estero also has policies intended to reduce the potential for damaging wet season flows to the estuary through attenuation of runoff and improved water quality. Such policies include:

ICE-1.4.3 Participate with other appropriate governments to prepare and implement water management plans, including the Estero Bay Agency on Bay Management, Charlotte Harbor National Estuary Program, the Charlotte Harbor Management Plan, DEP aquatic preserve management plans, water supply plans, and other water resource management plans.

CCM-1.3.11 The Village shall develop a stormwater master plan to readdress recurring flood issues which takes into account an anticipated increase in flooding from rainfall and storm surge.

CCM-1.9 The Village coordinate with County, state and federal agencies to manage the quality of the Village's surface waters with priority on the Estero Bay ecosystem so as to maintain or improve water quality and wildlife health and diversity; to reduce or maintain current pollution loading and system imbalances in order to conserve estuarine productivity; and to provide the best use of estuarine areas.

CIE-1.2.7 & INF-1.1.1 The following surface water management standards are adopted as minimum acceptable levels of service:

A. The existing surface water management system in the Village will be sufficient to prevent the flooding of designated evacuation routes (U.S. 41, Corkscrew Road, Three Oaks Parkway,

Interstate 75, and Ben Hill Griffin Parkway) from the 25-year, 3-day storm event (rainfall) for more than 24 hours.

B. Regulation of Private and Public Development All new private and public developments shall be constructed with floor slabs at a minimum of one (1) foot above the 100-year, 3-day storm event flood plain level and shall be safe from flooding from a 100-year, 3-day storm event (rainfall). In such new public and private developments, roads and parking lot travel ways shall be constructed at a minimum of the 25-year, 3-day storm event flood plain level.

   Surface water management systems in new private and public developments (excluding widening of existing roads) must be designed to SFWMD standards (to detain or retain excess stormwater to match the predevelopment discharge rate for the 25-year, 3-day storm event [rainfall]).

   Stormwater discharges from development must meet relevant water quality and surface water management standards as set forth in state rules including but not limited to requirements listed in Numeric Nutrient Criteria and Total Maximum Daily Loads and Basin Management Action Plans.

   New developments must be designed to avoid increased flooding of surrounding areas. Development must be designed to minimize increases of discharge to public water management infrastructure (or to evapotranspiration) that exceed historic rates, to approximate the natural surface water systems in terms of rate, hydroperiod, basin and quality, and to eliminate the disruption of wetlands and flow-ways, whose preservation is deemed in the public interest.

   The Village land development regulations shall provide a process to determine how this policy shall apply to the remainder of partially developed permitted projects or subdivisions on a case by case basis.

C. Design trunk conveyance crossings of arterial roads to be free of flooding from 25- year, 3-day storm events at a minimum.

D. Other standards may be added by amendment to this comprehensive plan for development impacting water bodies that have water quality impairments identified by Florida Department of Environmental Protection, including but not limited to the following water bodies: 3258C4 - Mullock Creek (Marine Segment); 3258C – Mullock Creek; 3258D1 - Estero River (Marine Segment); 3258D2 - Estero River; 3258H2 - Spring Creek (Marine Segment).

INF-1.1.2 Prepare a Stormwater Master Plan that is geographically based on watersheds using best available data related to rainfall, soils, topography, drainage patterns and water quality.

The Stormwater Master Plan will evaluate future conditions (including build-out within the watershed) and long-duration storms, identify existing wetlands and natural areas, and promote the protection of natural channels and conveyances. The Stormwater Master Plan will also provide recommendations on mitigation activities for the enhancement of existing stormwater management

facilities and/or natural conveyances and recommend other programmatic and regulatory action items to be implemented within the land development code with the intent to reduce increased flooding from future conditions within the watershed and enhance water quality.

INF-1.1.4 The Village shall endeavor to protect, secure and restore, where feasible, natural flowway systems including, without limitation, the Main, South and North Branches of the Estero River and the Halfway Creek flowway, through regulations or incentives to assure their continued environmental function.

INF-1.1.7 Provide sufficient performance and/or design standards for development protective of the function of natural drainage systems, including the following provisions to be addressed in the land development code:

A. Provide sufficient performance and design standards to require post-development runoff to approximate the total characteristics of the natural flow prior to development.

B. Floodplains must be managed to minimize the potential loss of life and damage to property by flooding.

C. Floodways should be kept as unobstructed as possible.

D. Natural flow patterns will be restored by public investment where such action is of significant public or environmental benefit, and feasible.

E. To maintain flowways, the Village may coordinate with landowners at time of new development or redevelopment to establish flowage easements while allowing concentration or clustering of development on the remainder of the property.

F. The Village will maintain regulations which provide for the management and protection of floodplains, consistent with state and federal regulations.

G. Through the land development code, the Village will require developments to have and maintain an adequate surface water management system that is consistent with the criteria adopted per recommendations of the Stormwater Master Plan, provide for acceptable programs for operation and maintenance, and post-development runoff conditions which reflect the natural surface water flow in terms of rate, direction, quality, hydroperiod, and drainage basin.

H. Channelization of natural streams and rivers is prohibited; channelization of other natural watercourses is discouraged.

I. Through the land development code, the Village will adopt appropriate regulations to protect the natural functions of riparian systems from incompatible development practices along their banks.

5.0 Capital Improvements

5.1 Work Plan Projects

The Village of Estero has several planned capital improvement projects relating to water supply within the next 5 years in the form of utility extension projects for communities within the Village currently served by package plants. Both LCU and BSU, the potable water suppliers to the Village of Estero, also have planned capital improvement projects over the period from 2023 through 2035.

5.2 Work Plan Projects

The following Table 6 is a Five-Year Schedule of Capital Improvements for water supply projects proposed by LCU and BSU in the next five years. These projects will be funded as shown below.

Figure 6 -- 5-Year Capital Improvement Projects

Estimated Cost in Millions of Dollars								
Description	**2024-25**	**2025-26**	**2026-27**	**2027-2028**	**2028-35**	**Water Source**	**Funding Provider**	**C&O Time-frame**
Village of Estero								
Package WWTP UEP Design & Permitting	$0.11					Wastewater	Grant Reimbursable	2024-2025
Broadway W UEP Design & Permitting	$0.148					Wastewater	Grant Reimbursable	2024-2025
Broadway E UEP Design & Permitting	$0.698					Wastewater	Grant Reimbursable	2024-2025
See See Street UEP Design & Permitting	$0.048					Wastewater	Grant Reimbursable	2024-2025
Cypress Park UEP Design & Permitting	$0.281					Wastewater	Grant Reimbursable	2024-2025
Estero Bay Village UEP		$1.924				Wastewater	Grant Reimbursable	2025-2026
Sunny Groves UEP	$2.90					Wastewater	Grant Reimbursable	2024-2025
Cypress Bend UEP	$1.70					Wastewater	Grant Reimbursable	2024-2025
Estero River Heights UEP	$10.77					Wastewater	Grant Reimbursable	2024-2025
Charring Cross UEP	$5.50					Wastewater	Grant Reimbursable	2024-2025
Sherrill & Luetich UEP			$7.74			Wastewater	Grant Reimbursable	2026-2027
Broadway E-Highlands UEP		$4.20				Wastewater	Grant Reimbursable	2025-2026
Cypress Park UEP	$0.272					Wastewater	Grant Reimbursable	2024-2025
Total Estimated Costs	$22.427	$6.124	$7.74					

(From Village of Estero Capital Improvement Plan—FY 2024-2025)

Estimated Cost in Millions of Dollars								
Description	**2024-25**	**2025-26**	**2026-27**	**2027-2028**	**2028-35**	**Water Source**	**Funding Provider**	**C&O Time-frame**
Lee County Utilities								
FMB WRF Capacity Restoration	$41	$46	$46	$40	$31	Reuse	Enterprise	2024-2030
Green Meadows 2nd DIW	$7	$7.5				UFA	Enterprise	2024-2026
NLC WTP Expansion to 15 MGD	$10					UFA	Enterprise, Debt	2023-2025
NLC WTP Wellfield Expansion	$3.725	$8.5	$7.225			UFA	Enterprise	2024-2027
SE Wellfield Expansion	$3.5	$10.5	$4	$1.5	$20	Multiple	Enterprise	2024-2030
SEWRF	$32.5	$55	$48.2	$15		Reuse	Enterprise	2023-2028
Three Oaks 2nd DIW	$7.5	$7.5				Reuse	Enterprise	2023-2027
Three Oaks WRF Expansion	$3					Reuse	Enterprise	2023-2025
Total Estimated Cost	$108.23	$135	$105.43	$56.5	$51			

(From published Lee County Annual Budget FY2023-2024)

Estimated Cost in Millions of Dollars								
Description	**2024-25**	**2025-26**	**2026-27**	**2027-2028**	**2028-35**	**Water Source**	**Funding Provider**	**C&O Time-frame**
Bonita Springs Utilities								
Diversification of LTA Wellfield	$0.5	$0.5	$0.5			LTA	BSU	2025-2027
RO WTP and UFA Wellfield Expansion Ph III	$6	$5				UFA	BSU	2024-2026
Total Estimated Cost	$6.5	$5.5	$0.5					

(From Bonita Springs Utilities)

6.0 Goals, Objectives and Policies

An assessment of existing Goals, Objectives and Policies (GOPs) in the Village of Estero Comprehensive Plan was performed in preparation of this Work Plan to determine those that address water supply sources and facilities, as well as conservation and reuse programs. Goals are indicated in **bold**, Objectives in *italic*, and Policies in plain type.

6.1 Infrastructure Element

INF-1.2: Protect groundwater supplies from those activities having the potential for depleting or degrading those supplies.

INF-1.2.1 The Village shall implement Lee County's wellfield protection ordinance through the land development code to protect the quality of water flowing into potable water wellfields.

INF-1.2.2 The Village shall coordinate with the Lee County staff hydrogeologist for review and comment on all development applications near public utility potable water wellfields, with particular attention to proposed land uses within a 10-year travel time from the wellheads.

INF-1.2.3 The Village shall base all future development and use of groundwater resources on determinations of the safe yield of the aquifer system(s) in order not to impair the native groundwater quality or create other environmental damage. Criteria for safe-yield determinations will be determined by the SFWMD, the agency charged with permitting these activities.

INF-1.2.4 For maximum protection of groundwater resources, coordinate with applicable utility providers to identify future wellfields and/or relocation site(s) for existing wellfields well in advance of need. Coordinate with SFWMD, water suppliers, and Florida Department of Environmental Protection to avoid duplication and to assist in data collection.

INF-1.2.5 Coordinate with Lee County and utility providers to identify water needs consistent with projections of human population and the needs of natural systems in order to determine the future demands for groundwater.

INF-1.2.6 Continue to encourage the developer driven expansion of infrastructure to provide reuse water service when sufficient supply is available.

INF-1.2.7 When and where available, reuse water should be the first option for meeting irrigation needs of a development. Where reuse water is not available, surface water or low quality groundwater should be used for irrigation. All other potential water sources must be eliminated prior to selecting potable water as the sole source for meeting the irrigation needs of a development.

INF-1.3: Coordinate with the South Florida Water Management District to ensure that the Village Comprehensive Plan remains consistent with the District's regional water supply plans.

INF-1.3.1 No building permit will be issued unless potable water supply will be available to meet current and projected growth demands, or surety is given that it will be available prior to occupancy.

INF-1.3.2 The Village shall develop a Water Supply Facilities Work Plan within 18 months after the South Florida Water Management District approves an update to the regional water supply plan.

INF-1.3.3 The Village shall continue to evaluate the latest water supply plans issued by the South Florida Water Management District to ensure consistency in the Village Comprehensive Plan and the Village's Water Supply Facilities Work Plan.

INF-1.3.4 The Village shall coordinate with other government agencies and private suppliers of potable water during the water supply planning process to include the review of land use changes, addressing population projections, and acceptable level of service standards.

INF-1.5: The Village of Estero shall coordinate with utility providers to ensure the provision of acceptable levels of potable water service.

INF-1.5.1 The minimum acceptable level of service standard for potable water connections to Lee County Utilities will be:

An available supply and treatment capacity of 250 gallons per day per equivalent residential connection (ERC), except that facilities serving only multi-family or mobile home residential structures must have a capacity of 200 gallons per day and facilities serving only recreational vehicle or travel trailer residential structures must have a capacity of 100 gallons per day.

INF-1.5.2 The minimum acceptable level of service standard for potable water connections to Bonita Springs Utilities will be:

An available supply and treatment capacity of 235 gallons per day per equivalent residential connection (ERC) and delivery of potable water at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere in the system.

INF-1.5.3 Utility providers are encouraged to construct and install sufficient treatment facilities and distribution systems that will meet or exceed the minimum acceptable service standards and with the capacity to deliver water at a pressure of 40 pounds per square inch (wp PSI static) at the meter anywhere on the individual system (excluding fire flow conditions). All utility providers must advise planning and engineering staff of the Village regarding system expansions or modifications and must regularly provide summaries to the Village on compliance with water treatment and quality standards.

INF-1.5.4 No development order for new development will be issued unless potable water service, at the minimum acceptable level of service, is available at the property line, or surety is given that it will be installed prior to occupancy.

INF-1.5.6 The costs of new or augmented potable water infrastructure that is developed by a utility provider will be borne by those who benefit from the improved supply.

INF-1.5.7 New development will pay through appropriate financial mechanisms its fair share of the costs of providing standard potable water for that development.

6.2 Conservation and Coastal Management Element

CCM-1.10.1 Work with Lee County and utility providers to identify water needs consistent with projections of human population and the needs of natural systems in order to determine the future demands for groundwater. The Village will support appropriate measures to ensure water supplies of sufficient quantity and quality to meet the present and projected demands of all consumers and the environment, based on the capacity of the natural systems.

CCM-1.10.2 Comply with the Mandatory Year Round Landscape Irrigation Conservation Measures as detailed in the Florida Administrative Code and cooperate with emergency water conservation measures of the South Florida Water Management District.

CCM-1.10.3 Develop and implement a Water Supply Facilities Work Plan, as required by the State of Florida. The Village shall use the document as the Village's guide to water supply facility planning with a minimum planning horizon as specified by the State of Florida. A copy of the adopted Water Supply Facilities Work Plan will be maintained and kept on file by the Village.

CCM-1.10.4 Promote Florida-friendly landscaping techniques in the land development code and provide education on water conservation through creative landscaping, and promote the conservation and use of native plant species through Florida-friendly landscaping techniques on Village projects.

CCM-1.10.6 Support and comply with Lee County's wellfield protection ordinance protecting the quality of water flowing into potable water wellfields.

6.3 Intergovernmental Coordination Element

ICE-1.3: The Village shall coordinate with the South Florida Water Management District to ensure that the Village Comprehensive Plan remains consistent with the District's latest regional water supply plan.

ICE-1.3.1 Continue to evaluate the latest water supply plans issued by the South Florida Water Management District to ensure consistency in the Village Comprehensive Plan and the Village's Water Supply Facilities Work Plan.

ICE-1.3.2 Coordinate with other government agencies and private suppliers of potable water during the water supply planning process to include the review of land use changes, addressing population projections, and acceptable level of service standards.

ICE-1.4.3 Participate with other appropriate governments to prepare and implement water management plans, including the Estero Bay Agency on Bay Management, Charlotte Harbor National Estuary Program, the Charlotte Harbor Management Plan, DEP aquatic preserve management plans, water supply plans, and other water resource management plans.

6.4 Capital Improvements Element

CIE-1.2: Level of service (LOS) standards will be the basis for planning the provision of required public facilities within the Village. Some of these standards will be the basis for determining the

adequacy of public facilities for the purposes of permitting new development. The level of service standards will be the basis for facility design, for setting impact fees, and (where applicable) for concurrency management.

CIE-1.2.3 The minimum acceptable level of service standard for potable water connections to Lee County Utilities will be:

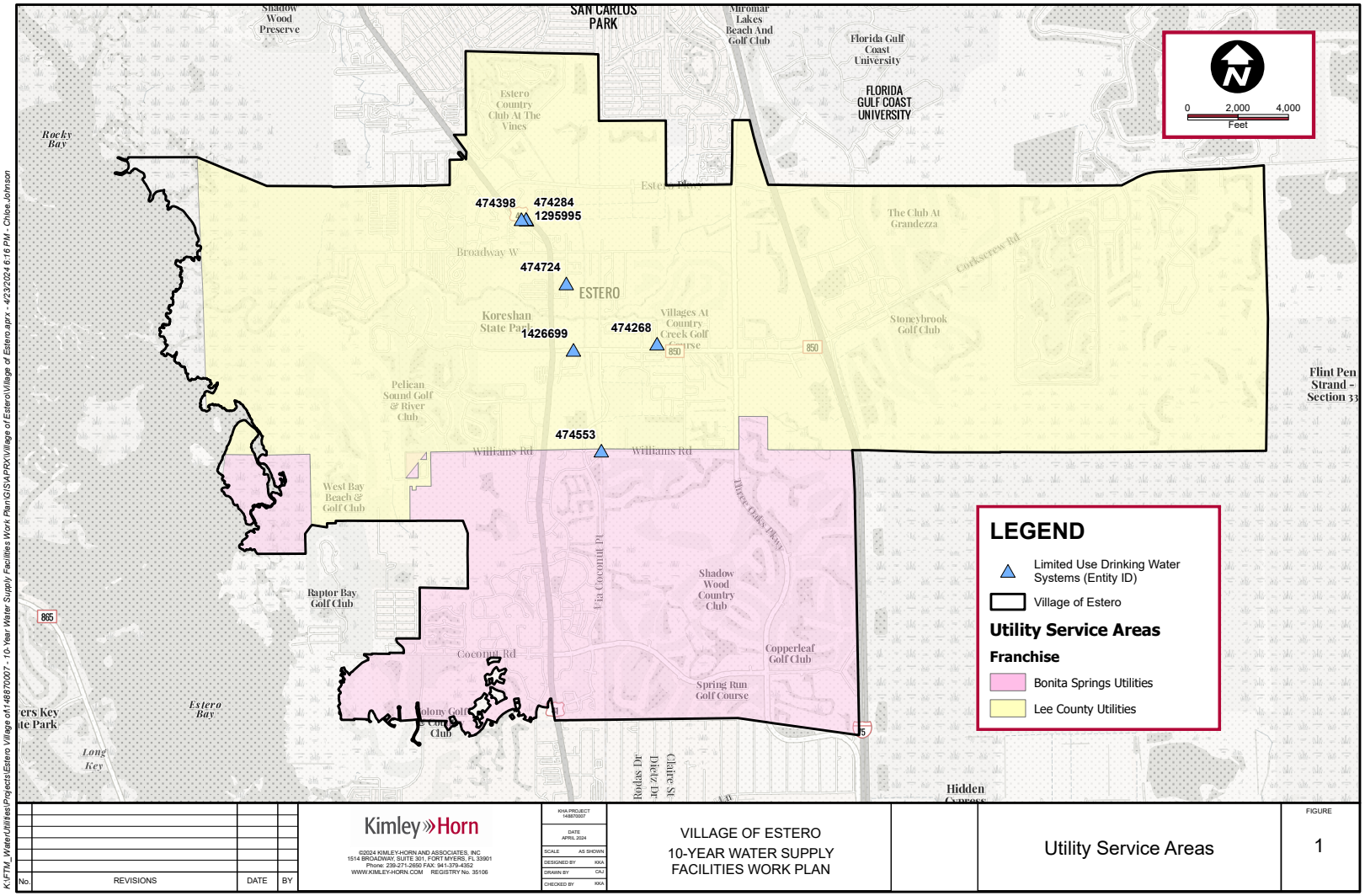
An available supply and treatment capacity of 250 gallons per day per equivalent residential connection (ERC), except that facilities serving only multi-family or mobile home residential structures must have a capacity of 200 gallons per day and facilities serving only recreational vehicle or travel trailer residential structures must have a capacity of 100 gallons per day.

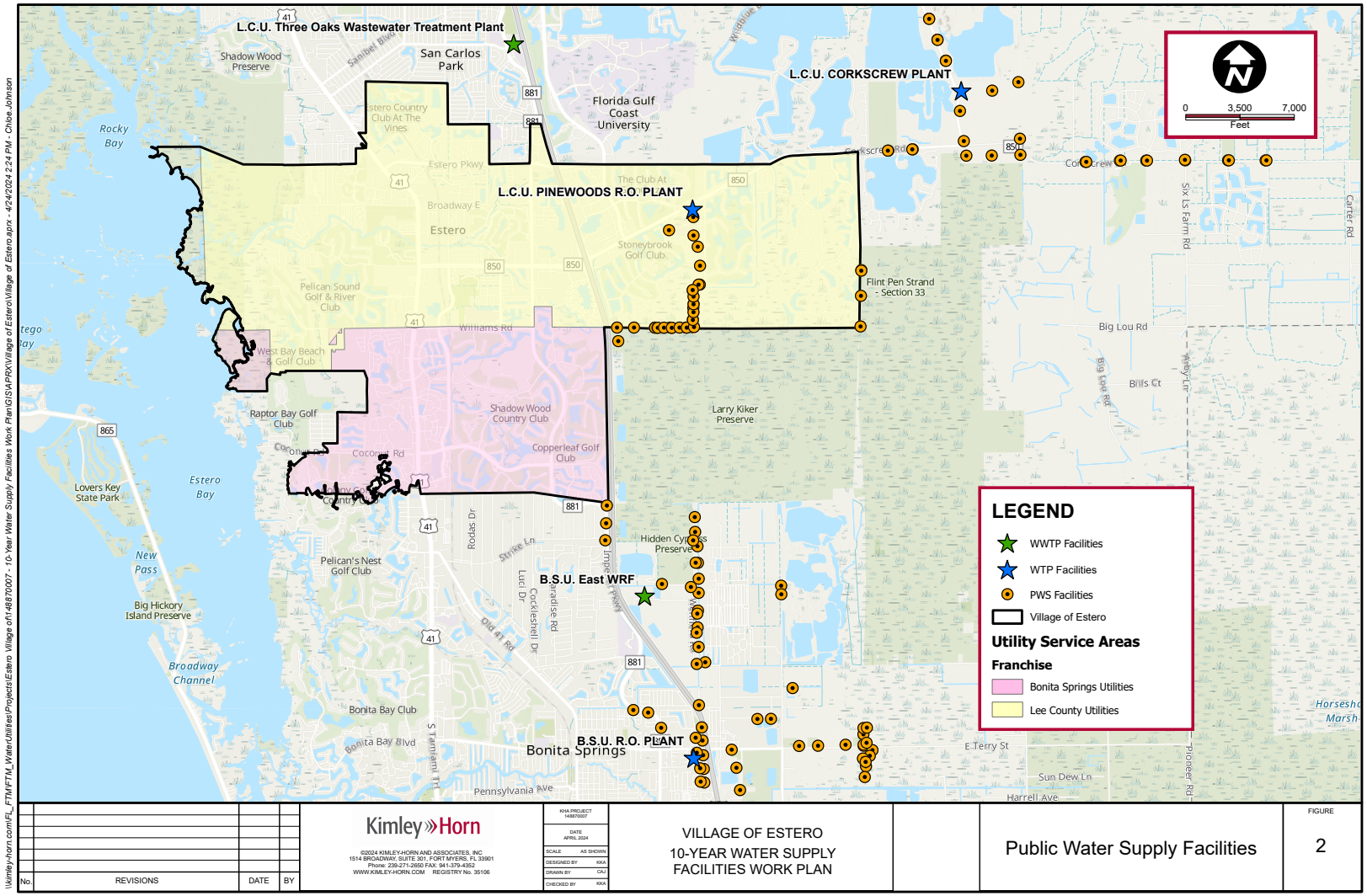
CIE-1.2.4 The minimum acceptable level of service standard for potable water connections to Bonita Springs Utilities will be:

An available supply and treatment capacity of 235 gallons per day per equivalent residential connection (ERC) and delivery of potable water at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere in the system.

CIE-1.3.7 Development orders and permits will not be issued unless the required public facilities and services (transportation, schools, water, sewer, drainage, and solid waste) necessary to support such development at the adopted LOS standards are available concurrent with the associated impacts.

FIGURES


SAN CARLOS PARK
Shadow Wood Preserve
Miromar Lakes Beach And Golf Club
Florida Gulf Coast University
FLORIDA GULF COAST UNIVERSITY
Estero Country Club At The Vines
Rocky Bay
474398
474284
1295995
Broadway W
474724
ESTERO
The Club At Grandezza
Corkscrew Rd
Koreshan State Park
1426699
474268
Villages At Country Creek Golf Course
Stoneybrook Golf Club
Pelican Sound Golf & River Club
Flint Pen Strand - Section 33
474553
Williams Rd
West Bay Beach & Golf Club
Three Oaks Pkwy
Via Coconut Pt
Raptor Bay Golf Club
Shadow Wood Country Club
Coconut Rd
Copperleaf Golf Club
Spring Run Golf Course
Estero Bay
Long Key
Hidden Cypress
0 2,000 4,000
Feet
LEGEND
Limited Use Drinking Water Systems (Entity ID)
Village of Estero
Utility Service Areas
Franchise
Bonita Springs Utilities
Lee County Utilities
Kimley»Horn
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WWW.KIMLEY-HORN.COM REGISTRY No. 35106
KHA PROJECT 148870007
DATE APRIL 2024
SCALE AS SHOWN
DESIGNED BY KKA
DRAWN BY CAJ
CHECKED BY KKA
No. REVISIONS DATE BY
VILLAGE OF ESTERO
10-YEAR WATER SUPPLY FACILITIES WORK PLAN
Utility Service Areas
FIGURE 1
K:\FTM_Water\Utilities\Projects\Estero Village of\148870007 - 10-Year Water Supply Facilities Work Plan\GIS\APRX\Village of Estero\Village of Estero.aprx - 4/23/2024 6:16 PM - Chloe.Johnson


L.C.U. Three Oaks Wastewater Treatment Plant
L.C.U. CORKSCREW PLANT
L.C.U. PINEWOODS R.O. PLANT
B.S.U. East WRF
B.S.U. R.O. PLANT
San Carlos Park
Florida Gulf Coast University
Estero
Bonita Springs
Shadow Wood Preserve
Rocky Bay
Estero Bay
New Pass
Lovers Key State Park
Big Hickory Island Preserve
Broadway Channel
Pelican Sound Golf & River Club
West Bay Beach & Golf Club
Raptor Bay Golf Club
Shadow Wood Country Club
Copperleaf Golf Club
Pelican's Nest Golf Club
Bonita Bay Club
Stoneybrook Golf Club
Larry Kiker Preserve
Hidden Cypress Preserve
Flint Pen Strand - Section 33
Big Lou Rd
Bills Ct
Six Ls Farm Rd
Carter Rd
Coconut Rd
Williams Rd
Estero Pkwy
Broadway E
Bonita Bay Blvd
Pennsylvania Ave
E Terry St
Sun Dew Ln
Harrell Ave
Pioneer Rd
Rodas Dr
Strike Ln
Lucl Dr
Cockleshell Dr
Paradise Rd
Old 41 Rd
S Tamiami Trl
0 3,500 7,000
Feet
LEGEND
WWTP Facilities
WTP Facilities
PWS Facilities
Village of Estero
Utility Service Areas
Franchise
Bonita Springs Utilities
Lee County Utilities
Kimley»Horn
©2024 KIMLEY-HORN AND ASSOCIATES, INC
1514 BROADWAY, SUITE 301, FORT MYERS, FL 33901
Phone: 239-271-2650 FAX: 941-379-4352
WWW.KIMLEY-HORN.COM REGISTRY No. 35106
KHA PROJECT 148870007
DATE APRIL 2024
SCALE AS SHOWN
DESIGNED BY KKA
DRAWN BY CAJ
CHECKED BY KKA
No. REVISIONS DATE BY
VILLAGE OF ESTERO
10-YEAR WATER SUPPLY
FACILITIES WORK PLAN
Public Water Supply Facilities
FIGURE
2
\\kimley-horn.com\FL_FTM\FTM_WaterUtilities\Projects\Estero Village of\148870007 - 10-Year Water Supply Facilities Work Plan\GIS\APRX\Village of Estero\Village of Estero.aprx - 4/24/2024 2:24 PM - Chloe.Johnson

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Second reading of Zoning Ordinance No. 2024-07, 8111 Broadway East (Old Post Office)

Approve Ordinance No. 2024-07

Background:

This is an amendment to the Commercial Planned Development zoning for a 1-acre site on 8111 Broadway East that was the former site of the U.S. Post Office. The property was rezoned by Council in 2020 for a variety of commercial uses, but the building has remained vacant. There is a new owner who proposes to repurpose the property. Some changes are proposed to the site plan, zoning uses, and Pattern Book, which necessitate the zoning amendment.

Description:

See attached staff report for detail.

The Planning Zoning and Design Board reviewed the project at its May 14, 2024 meeting and voted to recommend approval with staff conditions and one additional condition that the colors of the building be modified to match the architectural rendering in the Pattern Book.

The Council had a first reading on June 5, 2024.

Action Requested:

Approve Ordinance No. 2024-07

Process and Timeline:

- Public Information Meeting February 13, 2024
- Planning Zoning and Design Board Hearing May 14, 2024
- Council First Reading June 5, 2024
- Council Second Reading and Public Hearing June 19, 2024

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2024-07
2. Staff Report
3. Applicant's PowerPoint Presentation

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2024-07

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING WITH CONDITIONS AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT FOR PROPERTY LOCATED AT 8111 BROADWAY EAST, EAST OF U.S. 41 AND NORTH OF ESTERO UNITED METHODIST CHURCH CONSISTING OF APPROXIMATELY 1 ACRE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PRUITT FAMILY REAL ESTATE HOLDINGS LLC, represented by Veronica Martin, TDM Consulting, Inc. (the "Applicant"), filed an application to amend the Commercial Planned Development (CPD) zoning for a property located at 8111 Broadway East, known as the **Old Post Office**, Estero, FL, consisting of approximately 1.07 acres (the "Property"); and

WHEREAS, the Property STRAP number is 28-46-25-E2-U1923.2494, and the Property is legally described in Exhibit A attached hereto; and

WHEREAS, the case number is DCI2024-E001; and

WHEREAS, the property was rezoned from Agriculture to Commercial Planned Development by Ordinance 2020-03; and

WHEREAS, the Applicant desires to make changes to the Master Concept Plan, deviations, permitted uses, architecture, and landscaping; and

WHEREAS, a noticed Public Information Meeting was held on February 13, 2024 at the Planning Zoning and Design Board; and

WHEREAS, at a duly noticed public hearing held on May 14, 2024, the Planning Zoning and Design Board recommended approval of the request, including deviations; and

WHEREAS, a duly noticed first reading was held before the Village Council on June 5, 2024; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on June 19, 2024, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff, the recommendations of the Planning Zoning and Design Board and the comments of the public.

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

Section 1. Approval.

The Village Council approves the amendment to the zoning, subject to the following conditions and deviations.

Section 2. Conditions.

1. This Ordinance supersedes Ordinance 2020-03 which is hereby null and void.

2. Master Concept Plan

   Development of this project must be consistent with the Master Concept Plan (MCP) titled "8111 Broadway East", dated "Revised February 15, 2024" and stamped "Received April 16, 2024" except as modified by the conditions below.

3. Development Parameters

   Development is permitted at a maximum as follows:

   - 4,800 square feet of commercial use

4. Maximum Building Height

   35 feet (including architectural features)

5. Impact Fees

   Any new use will pay the appropriate impact fees at building permit issuance.

6. Uses and Site Development Regulations

   The following uses and setbacks apply to the project:

   a. Schedule of Uses

      Principal Uses

      Banks and Financial Institutions (No Drive-Thru)
      Drugstore, Pharmacy
      Medical or Dental Lab
      Office, General Business

Office, Medical
Outpatient Care Facilities
Personal Services, Groups I and II
Retail Sales, Groups I and II
Utility, Minor
Accessory Uses

Accessory Uses/Recreation Facilities – Decks and other similar facilities
Automated Teller Machine (ATM)
Bike Parking Rack
Electric Vehicle (EV) Level 1 or 2 Charging Station
Fences/Walls

b. Building Setback Requirements

Front/Street (South) – 25 Feet
Rear (North) – 20 Feet
Side (East) – 14.5 Feet
Side (West) – 20 Feet

7. No Blasting

No development blasting is permitted as part of this project.

8. Utilities - Sewer

This development must connect to sanitary sewer service as soon as service is available as required by the Village Land Development Code. The owner or assign of the property will be subject to any special assessment district or similar mechanism for provision of central sewer identified by the Village or sewer provider.

Annual septic tank inspections must be conducted and submitted to the Village Community Development Director to ensure that the septic system is functioning properly.

9. Pattern Book

The development must be consistent with the Pattern Book "Pruitt Professional Office Building" date stamped "Received, April 16, 2024".

10. Sidewalk & Pedestrian Connections

Sidewalks and pedestrian connections must be provided consistent with the Pattern Book and Land Development Code.

11. Prior to issuance of the Development Order Certificate of Compliance an executed public easement shall be submitted for the sidewalk on Broadway East.

12. Buffers

As part of local development order approval, the development order plans must demonstrate buffering consistent with the Master Concept Plan, the Land Development Code, and the Pattern Book. As part of local development order approval, all required buffer plantings must be 100% native vegetation.

13. Vehicular/Pedestrian Impacts

Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the LDC may be required to obtain a local development order.

14. Concurrency

Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements set forth in the Land Development Code and the Comprehensive Plan. The developer is required to demonstrate compliance with all mandatory concurrency requirements prior to issuance of a local development order.

15. Solid Waste Management

As part of any local development order approval for vertical development, the development order plans must include facilities in compliance with LDC Section 10-261 and Solid Waste Ordinance #11-27 for the pick-up/disposal of solid waste and recyclables. The minimum area required for and specific locations of these facilities, as well as the architectural and design features, will be reviewed at the time of local development order application.

16. Land Development Code (LDC)

Where the Village LDC is referenced in these conditions of approval for implementation of the condition at the time of development order issuance, the LDC in effect at the time of the local development order shall be applicable.

Section 3. Deviations.

1. A Deviation from LDC Section 3-705.C. Intensity and Dimensional Standards, which requires a 20-foot building setback to the east property line to permit a 14.5-foot building setback to the east property line.

Deviation 1 is approved.

2. A Deviation from LDC Section 3-705.C. Intensity and Dimensional Standards, which requires that parking or internal roads or drives be located in this case a minimum of 20 feet from the east property line to permit the existing driveway and parking lot to be 15 feet from the east property line.

   Deviation 2 is approved.

3. A Deviation from LDC Section 5-406.B.3. Buffer Types, which requires a Type C buffer to be a minimum of 20 feet wide with 10 trees and 30 shrubs per 100 linear feet with an 8-foot-high solid wall to permit a 14.5-foot-wide Type C buffer along the east property line with the wall located 10 feet from the property line, and to permit the "wall" to be made of PVC or similar material.

   Deviation 3 is approved.

4. A Deviation from LDC Section 5-304.B.3 Cross-Access Between Adjoining Developments, which requires that adjacent commercial uses must provide interconnections for automobile, bicycle, and pedestrian traffic and that all adjacent parking lots must connect to permit that the subject site not provide a vehicular interconnection or shared access to the adjacent property to the north and west.

   Deviation 4 is approved.

5. A Deviation from LDC Section 5-506 Appearance, which requires that all fences and fence walls on each property be of uniform materials, design, and color to permit both the existing chain link fence and proposed buffer wall to be of different materials, design, and color than the existing chain link fence.

   Deviation 5 is approved.

6. A Deviation from LDC Section 5-405A.1.A., Connection Separation, which requires a connection separation distance of 330 feet on Collector roads to permit a connection separation distance of 265± feet to the nearest residential driveway to the east and 298± feet to U.S. 41 to the west.

   Deviation 6 is approved.

Section 4. Findings and Conclusions.

Based upon an analysis of the application and the standards for approval in the Land Development Code, and the conditions of approval, the Council finds and concludes as follows:

1. **Is consistent with the Comprehensive Plan;**

   The request complies with the Comprehensive Plan and is consistent with the Urban Commercial Land Use designation.

2. **Is not in conflict with any portion of the LDC;**

   The proposed amendment requests the approval of uses within an existing building. The request is not in conflict with the Land Development Code.

3. **Addresses a demonstrated community need;**

   The proposed development would address a need to upgrade and utilize an older building that has become an eyesore.

4. **Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;**

   The subject property is already zoned as CPD, and the proposed amendment requests fewer uses than already approved. With the proposed condition it would be compatible with the surrounding area.

5. **Would result in a logical an orderly development pattern;**

   The proposed amendment is for the reuse of an existing building.

6. **Would not adversely affect the property values in the area;**

   The proposed amendment should positively impact property values in the area.

7. **Would result in development that is adequately served by public facilities (road, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);**

   The project will eliminate one roadway access to Broadway East. The property is within the Estero Fire District and fire/EMS service is available. A condition has been imposed to require sewer service when available.

8. **Would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;**

   The property has previously been cleared and is developed.

9. Is compatible with existing or planned uses in the surrounding uses;

The proposed amendment to the CPD, as conditioned, will not have any negative impact on surrounding uses.

Section 5. Exhibits.

The following exhibits are attached to this Ordinance and incorporated by reference:

Exhibit A Legal Description
Exhibit B Master Concept Plan titled "8111 Broadway East Master Concept Plan, Revised February 15, 2024" and stamped "Received April 16, 2024"
Exhibit C Pattern Book titled "Pruitt Professional Office Building" date stamped "Received, April 16, 2024"

Section 6. Conflict.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.

Section ~~6~~7. 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 ~~7~~8. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 5th day of June, 2024.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this 19th day of June, 2024.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Jon McLain, Mayor

Reviewed for legal sufficiency:

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

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

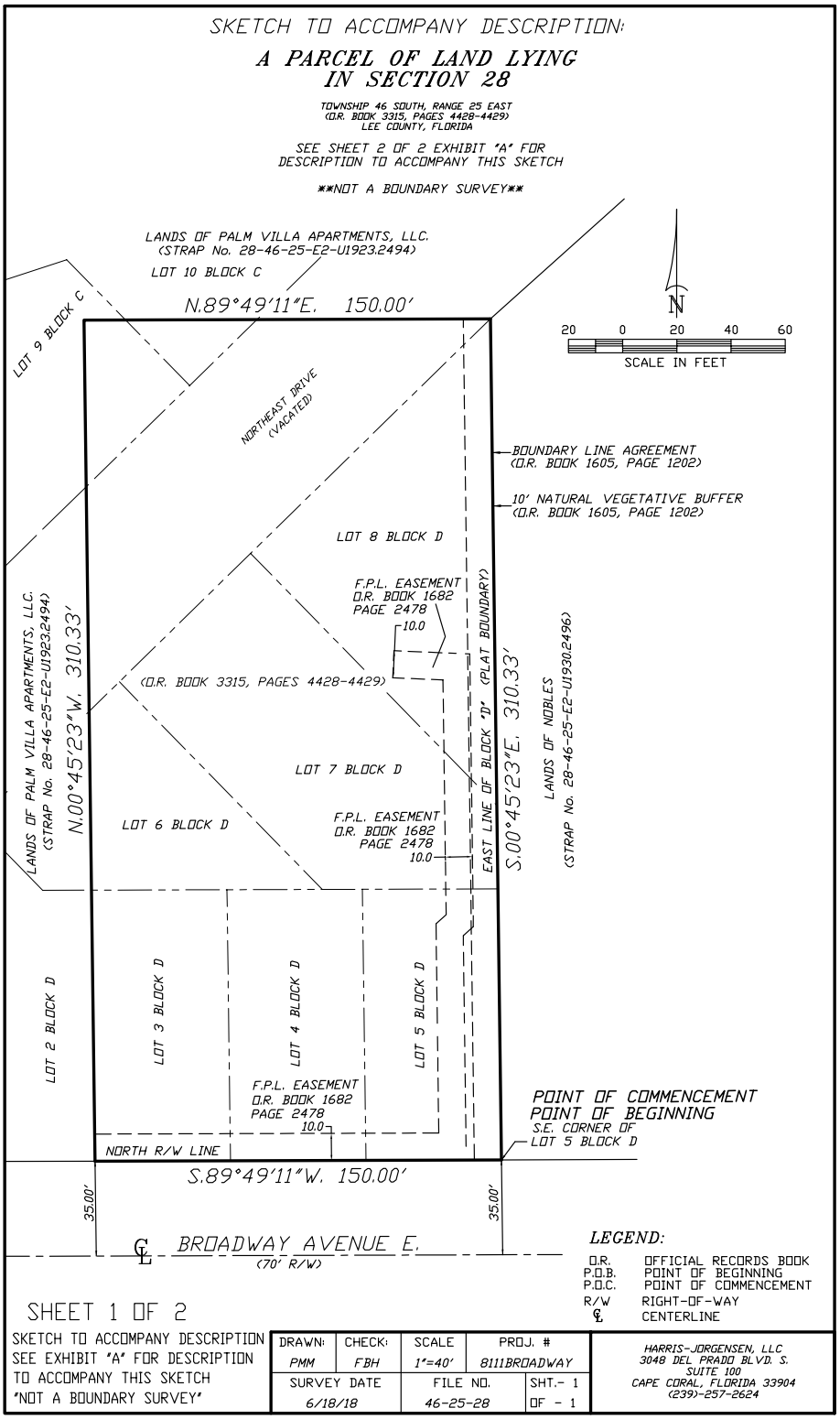

SKETCH TO ACCOMPANY DESCRIPTION:
A PARCEL OF LAND LYING IN SECTION 28
TOWNSHIP 46 SOUTH, RANGE 25 EAST
(O.R. BOOK 3315, PAGES 4428-4429)
LEE COUNTY, FLORIDA
SEE SHEET 2 OF 2 EXHIBIT "A" FOR DESCRIPTION TO ACCOMPANY THIS SKETCH
NOT A BOUNDARY SURVEY
LANDS OF PALM VILLA APARTMENTS, LLC.
(STRAP No. 28-46-25-E2-U1923.2494)
LOT 10 BLOCK C
N.89°49'11"E. 150.00'
LOT 9 BLOCK C
NORTHEAST DRIVE (VACATED)
N
20 0 20 40 60
SCALE IN FEET
BOUNDARY LINE AGREEMENT (O.R. BOOK 1605, PAGE 1202)
10' NATURAL VEGETATIVE BUFFER (O.R. BOOK 1605, PAGE 1202)
LOT 8 BLOCK D
F.P.L. EASEMENT O.R. BOOK 1682 PAGE 2478
10.0
(O.R. BOOK 3315, PAGES 4428-4429)
LANDS OF PALM VILLA APARTMENTS, LLC. (STRAP No. 28-46-25-E2-U1923.2494)
N.00°45'23"W. 310.33'
EAST LINE OF BLOCK "D" (PLAT BOUNDARY)
S.00°45'23"E. 310.33'
LANDS OF NOBLES (STRAP No. 28-46-25-E2-U1930.2496)
LOT 7 BLOCK D
LOT 6 BLOCK D
F.P.L. EASEMENT O.R. BOOK 1682 PAGE 2478
10.0
LOT 2 BLOCK D
LOT 3 BLOCK D
LOT 4 BLOCK D
LOT 5 BLOCK D
F.P.L. EASEMENT O.R. BOOK 1682 PAGE 2478
10.0
POINT OF COMMENCEMENT
POINT OF BEGINNING
S.E. CORNER OF LOT 5 BLOCK D
NORTH R/W LINE
S.89°49'11"W. 150.00'
35.00'
35.00'
℄ BROADWAY AVENUE E.
(70' R/W)
LEGEND:
O.R. OFFICIAL RECORDS BOOK
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R/W RIGHT-OF-WAY
℄ CENTERLINE
SHEET 1 OF 2
SKETCH TO ACCOMPANY DESCRIPTION
SEE EXHIBIT "A" FOR DESCRIPTION
TO ACCOMPANY THIS SKETCH
"NOT A BOUNDARY SURVEY"
DRAWN: PMM
CHECK: FBH
SCALE 1"=40'
PROJ. # 8111BROADWAY
SURVEY DATE 6/18/18
FILE NO. 46-25-28
SHT.- 1 OF - 1
HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S.
SUITE 100
CAPE CORAL, FLORIDA 33904
(239)-257-2624

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH

A PARCEL OF LAND LYING IN SECTION 28

TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION

NOT A BOUNDARY SURVEY

DESCRIPTION: (PER HARRIS-JORGENSEN, LLC)

A TRACT OR PARCEL OF LAND LYING IN BLOCKS D AND C AND ADJOINING VACATED STREET OF TRAIL ACRES, ACCORDING TO A PLAT RECORDED IN PLAT BOOK 7, PAGE 46 OF THE LAND RECORDS OF LEE COUNTY, FLORIDA, WHICH TRACT OR PARCEL OF LAND IS DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SAID BLOCK D, THENCE RUN S.89°49'11" W. ALONG THE NORTH RIGHT-OF-WAY LINE OF BROADWAY AVENUE E. (70 FEET WIDE) FOR 150.00 FEET; THENCE RUN N.00°45'23" W. FOR 310.33 FEET; THENCE RUN N.89°4911" E. FOR 150.00 FEET; THENCE RUN S.00°45'23" E. TO THE AFORESAID SOUTHEAST CORNER BLOCK D, ALONG THE NORTH RIGHT OF WAY LINE OF BROADWAY AVENUE E. FOR 310.33 FEET TO THE POINT OF BEGINNING.

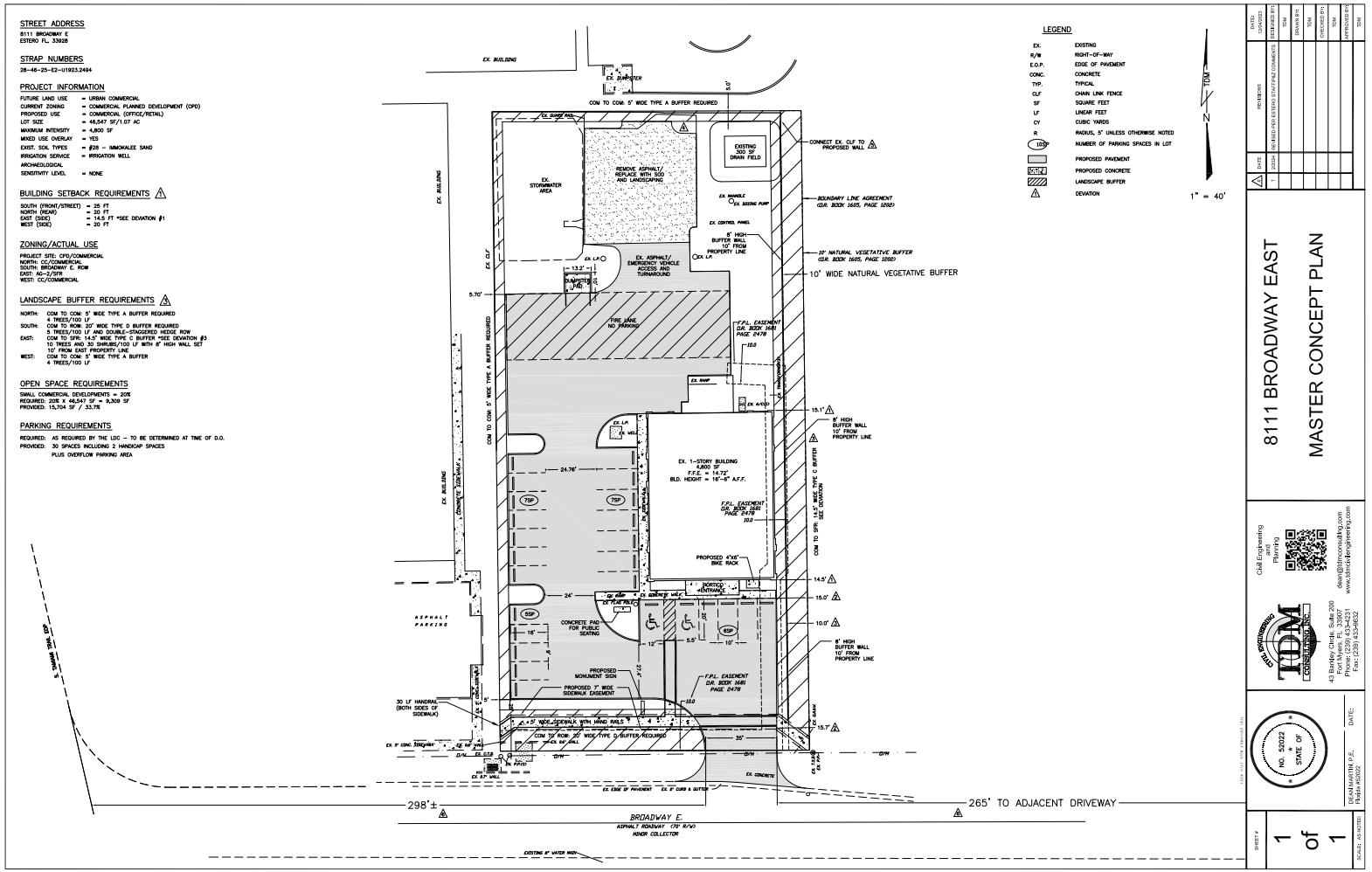
CONTAINING: 46,485.32 SQ. FT OR 1.06 ACRES, MORE OR LESS.

PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
LS6515 - STATE OF FLORIDA
09/11/2018

SHEET 2 OF 2

NOTE:
THIS MAP/PLAT IS CONSIDERED SIGNED USING A DIGITAL SEAL IN ACCORDANCE WITH THE APPLICABLE STATE LAWS AND STATUTES FS 668.001-006; FS 668.50; FS 472.025; 5J-17.062, FLORIDA ADMINISTRATIVE CODE, STATE OF FLORIDA.

HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S.
SUITE 100
CAPE CORAL, FLORIDA 33904
(239)-257-2624


STREET ADDRESS
8111 BROADWAY E
ESTERO FL, 33928
STRAP NUMBERS
28-46-25-E2-U1923.2494
PROJECT INFORMATION
FUTURE LAND USE = URBAN COMMERCIAL
CURRENT ZONING = COMMERCIAL PLANNED DEVELOPMENT (CPD)
PROPOSED USE = COMMERCIAL (OFFICE/RETAIL)
LOT SIZE = 46,547 SF/1.07 AC
MAXIMUM INTENSITY = 4,800 SF
MIXED USE OVERLAY = YES
EXIST. SOIL TYPES = #28 – IMMOKALEE SAND
IRRIGATION SERVICE = IRRIGATION WELL
ARCHAEOLOGICAL SENSITIVITY LEVEL = NONE
BUILDING SETBACK REQUIREMENTS
SOUTH (FRONT/STREET) = 25 FT
NORTH (REAR) = 20 FT
EAST (SIDE) = 14.5 FT *SEE DEVIATION #1
WEST (SIDE) = 20 FT
ZONING/ACTUAL USE
PROJECT SITE: CPD/COMMERCIAL
NORTH: CC/COMMERCIAL
SOUTH: BROADWAY E. ROW
EAST: AG-2/SFR
WEST: CC/COMMERCIAL
LANDSCAPE BUFFER REQUIREMENTS
NORTH: COM TO COM: 5' WIDE TYPE A BUFFER REQUIRED
4 TREES/100 LF
SOUTH: COM TO ROW: 20' WIDE TYPE C BUFFER REQUIRED
5 TREES/100 LF AND DOUBLE-STAGGERED HEDGE ROW
EAST: COM TO SFR: 14.5' WIDE TYPE C BUFFER *SEE DEVIATION #3
10 TREES AND 30 SHRUBS/100 LF WITH 8' HIGH WALL SET 10' FROM EAST PROPERTY LINE
WEST: COM TO COM: 5' WIDE TYPE A BUFFER
4 TREES/100 LF
OPEN SPACE REQUIREMENTS
SMALL COMMERCIAL DEVELOPMENTS = 20%
REQUIRED: 20% X 46,547 SF = 9,309 SF
PROVIDED: 15,704 SF / 33.7%
PARKING REQUIREMENTS
REQUIRED: AS REQUIRED BY THE LDC – TO BE DETERMINED AT TIME OF D.O.
PROVIDED: 30 SPACES INCLUDING 2 HANDICAP SPACES
PLUS OVERFLOW PARKING AREA
LEGEND
EX. EXISTING
R/W RIGHT-OF-WAY
E.O.P. EDGE OF PAVEMENT
CONC. CONCRETE
TYP. TYPICAL
CLF CHAIN LINK FENCE
SF SQUARE FEET
LF LINEAR FEET
CY CUBIC YARDS
R RADIUS, 5' UNLESS OTHERWISE NOTED
NUMBER OF PARKING SPACES IN LOT
PROPOSED PAVEMENT
PROPOSED CONCRETE
LANDSCAPE BUFFER
DEVIATION
1" = 40'
TDM
N
EX. BUILDING
EX. DUMPSTER
COM TO COM: 5' WIDE TYPE A BUFFER REQUIRED
EX. SIGNAGE WALL
EXISTING 300 SF DRAIN FIELD
EX. STORMWATER AREA
REMOVE ASPHALT/ REPLACE WITH SOD AND LANDSCAPING
CONNECT EX. CLF TO PROPOSED WALL
EX. HANDLE
EX. IRRIGATION PUMP
BOUNDARY LINE AGREEMENT (O.R. BOOK 1685, PAGE 1282)
EX. CONTROL PANEL
8' HIGH BUFFER WALL 10' FROM PROPERTY LINE
EX. LP
10' NATURAL VEGETATIVE BUFFER (O.R. BOOK 1685, PAGE 1282)
EX. ASPHALT/ EMERGENCY VEHICLE ACCESS AND TURNAROUND
10' WIDE NATURAL VEGETATIVE BUFFER
EX. CLF
13.2'
DUMPSTER ENCLOSURE
5.70'
FIRE LANE NO PARKING
F.P.L. EASEMENT O.R. BOOK 1681 PAGE 2479
EX. BUILDING
COM TO COM: 5' WIDE TYPE A BUFFER REQUIRED
EX. RAMP
EX. A/C
EX. LP
EX. MH
15.1'
8' HIGH BUFFER WALL 10' FROM PROPERTY LINE
EX. 1-STORY BUILDING 6,800 SF
F.F.E. = 14.72'
BLD. HEIGHT = 18'-6" A.F.F.
F.P.L. EASEMENT O.R. BOOK 1681 PAGE 2479
COM TO SFR: 14.5' WIDE TYPE C BUFFER SEE DEVIATION
PROPOSED 4'X6' BIKE RACK
NORTH ENTRANCE
14.5'
15.0'
10.0'
8' HIGH BUFFER WALL 10' FROM PROPERTY LINE
ASPHALT PARKING
CONCRETE PAD FOR PUBLIC SEATING
PROPOSED MONUMENT SIGN
PROPOSED 7' WIDE SIDEWALK EASEMENT
F.P.L. EASEMENT O.R. BOOK 1681 PAGE 2479
30 LF HANDRAIL (BOTH SIDES OF SIDEWALK)
5' SIDEWALK WITH HAND RAILS
COM TO ROW: 20' WIDE TYPE C BUFFER REQUIRED
15.7'
EX. 5' CONC. SIDEWALK
EX. 6" CURB
EX. 6" WALL
EX. CATV PED.
EX. CATV
EX. CONCRETE
EX. EDGE OF PAVEMENT
EX. 2' CURB & GUTTER
298'±
265' TO ADJACENT DRIVEWAY
BROADWAY E.
ASPHALT ROADWAY CSV R/W
MINOR COLLECTION
EXISTING 8" WATER MAIN
8111 BROADWAY EAST
MASTER CONCEPT PLAN
Civil Engineering
Planning
Permitting
TDM CONSULTING, INC.
43 Barkley Circle, Suite 200
Fort Myers, FL 33907
Phone: (239) 433-4231
Fax: (239) 433-4632
dean@tdmconsulting.com
www.tdmcivilengineering.com
NO. 52022
STATE OF
FLORIDA
DEAN MARTIN, P.E.
Florida #52022
DATE:
SHEET #
1
of
1
SCALE: AS NOTED



A PATTERN BOOK FOR:

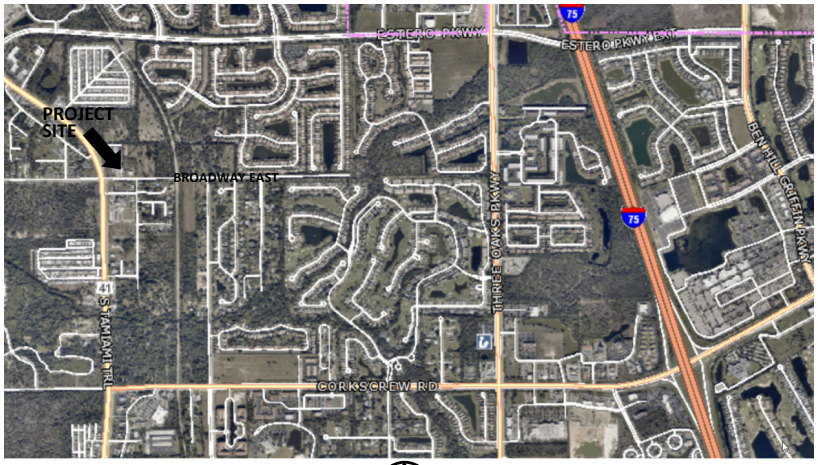
PRUITT PROFESSIONAL OFFICE BUILDING

(FORMERLY THE OLD ESTERO POST OFFICE BUILDING)

8111 BROADWAY EAST
VILLAGE OF ESTERO, FLORIDA

MSA

MOORE & SPENCE ARCHITECTS, P.A.



OVERALL VICINITY MAP



ENLARGED VICINITY MAP

PATTERN BOOK INDEX

ARCHITECTURAL ELEMENTS (MOORE & SPENCE ARCHITECTS, P.A.

- A1 INDEX, VICINITY MAPS
- A2 SOUTH EXISTING PHOTO, PROPOSED ELEVATION
- A3 PROPOSED RENDERING
- A4 SOUTH PROPOSED FULL ELEVATION W/LANDSCAPING
- A5 SOUTH EXISTING ELEVATION, PROPOSED ELEVATION
- A6 EAST EXISTING ELEVATION, PROPOSED ELEVATION
- A7 EAST PROPOSED ELEVATION W/BUFFER WALL –LANDSCAPING
- A8 WEST EXISTING ELEVATION, PROPOSED ELEVATION
- A9 NORTH EXISTING ELEVATION, PROPOSED ELEVATION
- A10 MONUMENT SIGN AND DUMPSTER ELEVATIONS
- A11 MATERIALS AND COLORS
- A12 SITE AMENITIES 1 — PEDESTRIAN BENCH—BICYLCE RACK
- A13 SITE AMENITIES 2 — BUFFER WALL
- A14 LINE OF SITE GRAPHIC WITH BUFFER WALL
- A15 LAND DEVELOPMENT CODE COMPLIANCE

SITE ELEMENTS (TDM CONSULTING, INC.)

- MASTER CONCEPT PLAN 9SITE, ZONING, AND PARKING)

LANDSCAPING ELEMENTS (LANDESCO)

- L1.0 LANDSCAPE PLAN
- L2.1 RENDERED SITE PLAN
- L2.2 LANDSCAPE ELEVATION

MSA
MOORE & SPENCE ARCHITECTS, P.A.

A1



PROPOSED SOUTH ELEVATION (STREET VIEW)



EXISTING SOUTH ELEVATION (STREET VIEW)

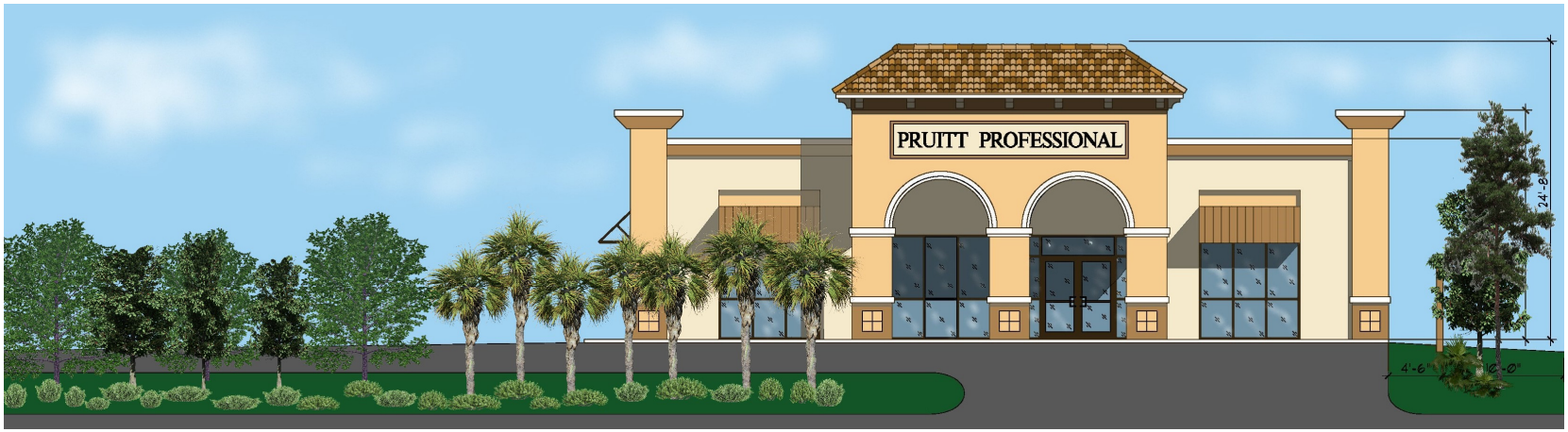
MSA
MOORE & SPENCE ARCHITECTS, **A2**



PROPOSED RENDERING (SOUTH AND WEST ELEVATIONS)

MSA
MOORE & SPENCE ARCHITECTS,

A3



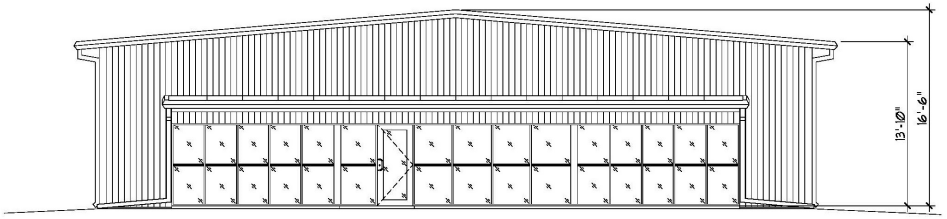
PROPOSED SOUTH ELEVATION (STREET VIEW - FULL PROPERTY WIDTH)

MSA
MOORE & SPENCE ARCHITECTS,

A4



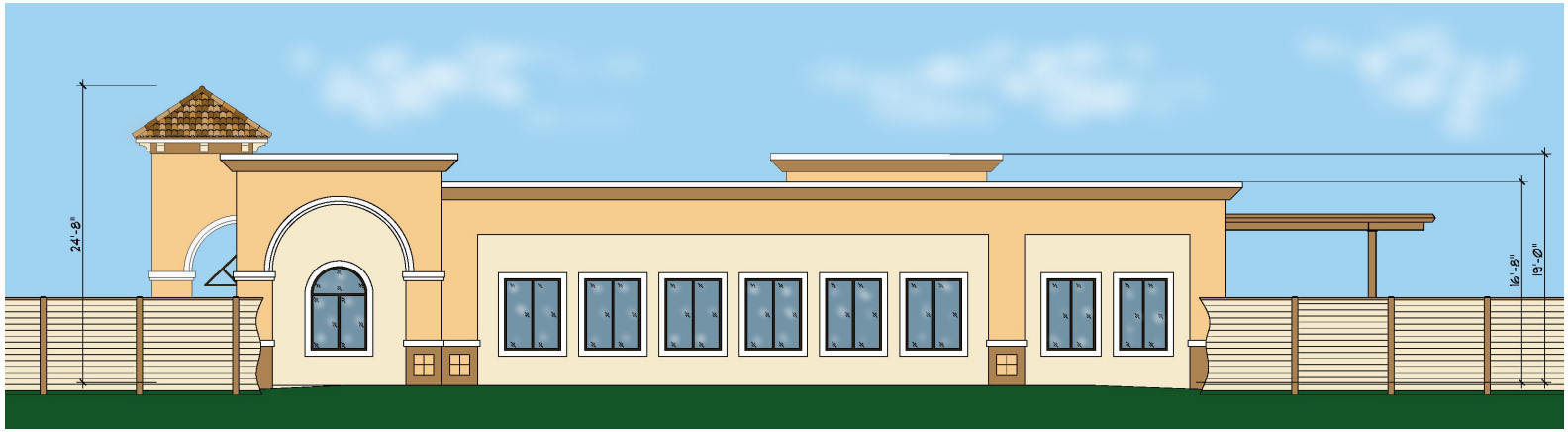
PROPOSED SOUTH ELEVATION (STREET VIEW)



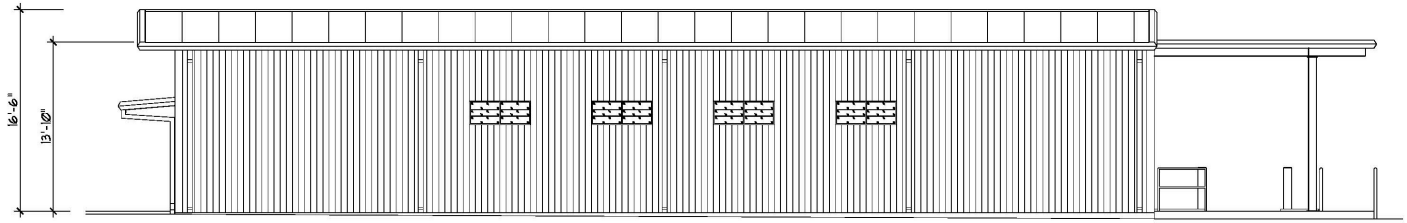
EXISTING SOUTH ELEVATION (STREET VIEW)

MSA
MOORE & SPENCE ARCHITECTS, P.A.

A5



PROPOSED EAST ELEVATION



EXISTING EAST ELEVATION

MSA
MOORE & SPENCE ARCHITECTS, P.A.

A6



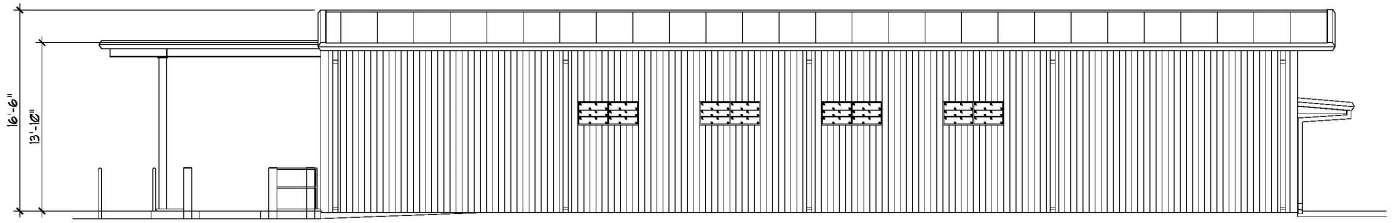
PROPOSED EAST ELEVATION
(WITH WALL and LANDSCAPE BUFFER)

MSA
MOORE & SPENCE ARCHITECTS, P.A.

A7



PROPOSED WEST ELEVATION



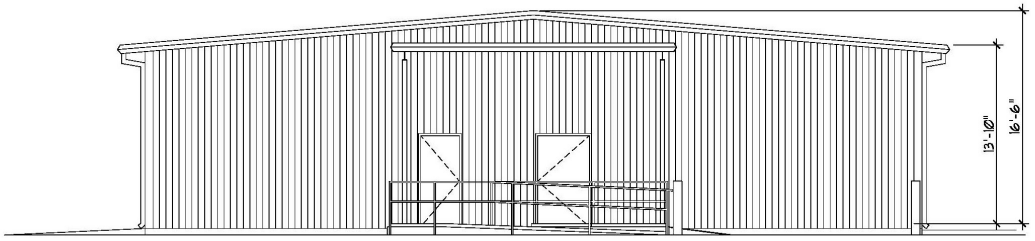
EXISTING WEST ELEVATION

MSA
MOORE & SPENCE ARCHITECTS, P.A.

A8



PROPOSED NORTH ELEVATION

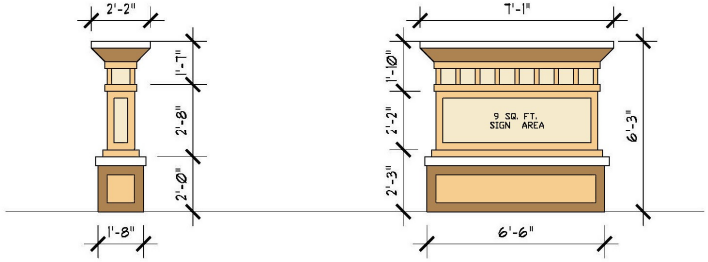


EXISTING NORTH ELEVATION

MSA
MOORE & SPENCE ARCHITECTS, P.A.

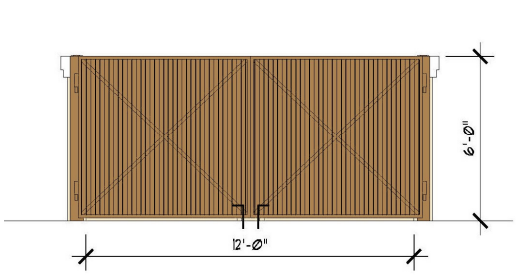
A9

MONUMENT SIGN & DUMPSTER ENCLOSURE

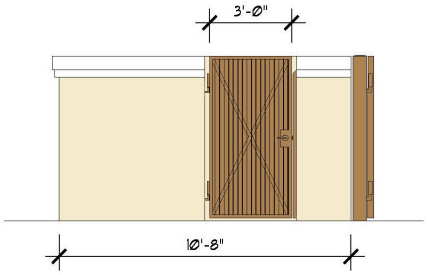


SIGN STREET VIEW

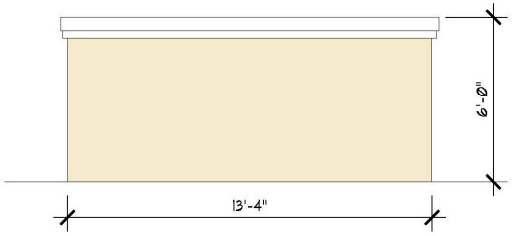
SIGN SIDE VIEW



DUMPSTER FRONT VIEW

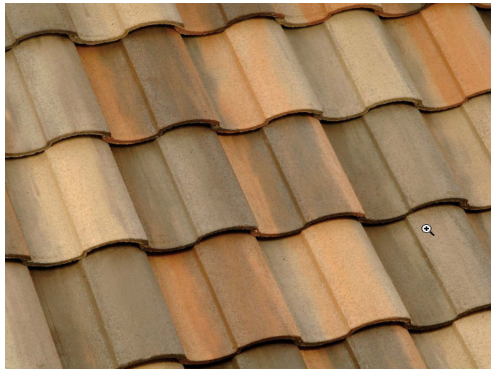


DUMPSTER SIDE VIEW



DUMPSTER REAR VIEW

MSA
MOORE & SPENCE ARCHITECTS, P.A. **A10**



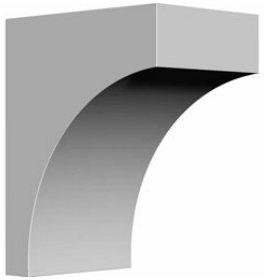
CEMENT TILE

EAGLE—CAPISTRANO
3773 WALNUT CREEK BLEND
TAN-ORANGE-DARK BROWN



METAL AWNING

COLOR: SW6131 CHAMOIS



CORBEL BRACKET

(HIGH DENSITY EPS FOAM WITH TRIMSTONE COATING)

MATERIALS

MSA
MOORE & SPENCE ARCHITECTS, A11

Heritage Bench



Model PB6-HER

Contemporary Comfort

Made with nine 2" x 4" recycled plastic resinwood slats and powder-coated, heavy duty cast aluminum frames, these Heritage Benches are the industry standard for architectural design. The under structure is braced with length and width supports. The recycled plastic resinwood slats are available in an array of color options. Powder-Coated cast aluminum frames are available in black and green. Hardware is stainless steel.

Dimensions

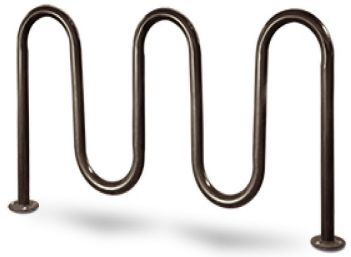
6' Bench - 72-1/2"L x 22"W x 30"H

Slat Color Options: cedar

Frame Color Options: green

PEDESTRIAN BENCH

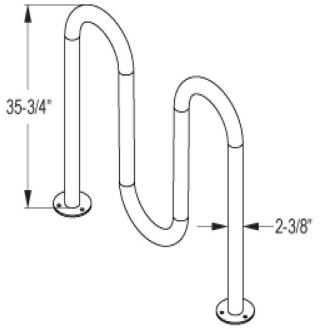
Contemporary Loop Bike Rack



Model 5805SM | Video

The Standard of Bike Parking

The durable frames of these contemporary loop bike racks are constructed from a 2-3/8"O.D. pipe. Making them incredibly well-suited for continued exposure to environmental conditions.



These bike racks provide safe economical bicycle parking that allows the use of high security U-Locks to secure the bike frame. The racks are offered in the variety of powder-coated as shown.

Dimensions

Model 5803 - 3'-3"W x 36"H*

Standard Powder-Coat Colors: green

BICYCLE RACK

SITE AMENITIES 1

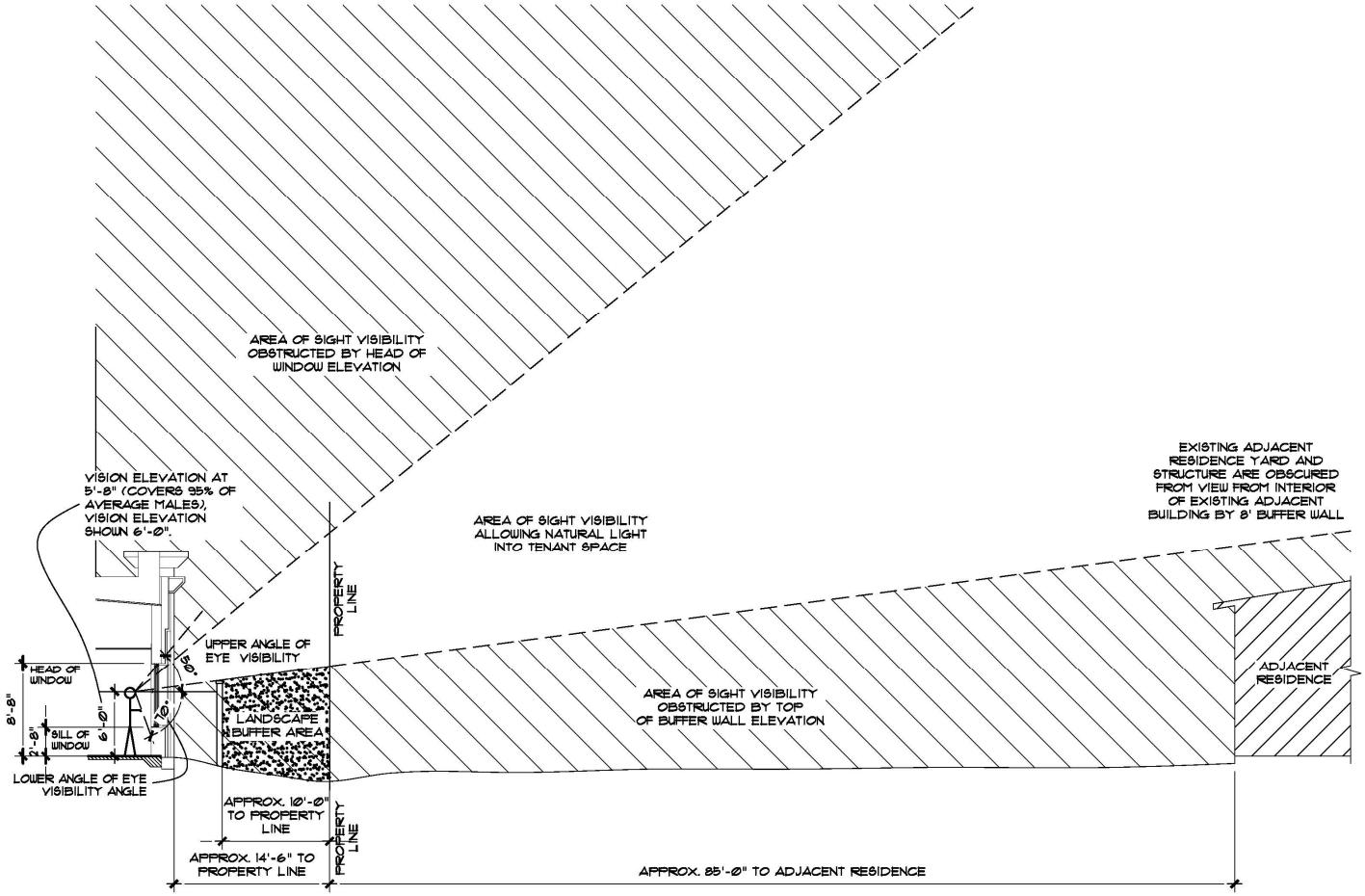
MSA
MOORE & SPENCE ARCHITECTS, **A12**



BUFFER WALL—EAST PROPERTY LINE

SITE AMENITIES 2

MSA
MOORE & SPENCE ARCHITECTS, A13



PROPOSED EAST WINDOWS
LINE OF SIGHT GRAPHIC

MSA
MOORE & SPENCE ARCHITECTS, **A14**

LAND DEVELOPMENT CODE COMPLIANCE

CHAPTER 5 — SITE DEVELOPMENT STANDARDS

SECTION 5-7.-ARCHITECTURAL, FORM, AND DESIGN STANDARDS.

5-703.-ARCHITECTURAL STYLES AND CHARACTERISTICS.

PRIMARY ARCHITECTURAL STYLE - ITAILIAN COUNTRYSIDE
PITCHED ROOF, DECORATIVE PARAPETS, OVERHANGING EAVES, DECORATIVE BRACKETS, CURVED WINDOWS, ENTRY PORCH, VARYING ROOF DESIGNS.

5-706.-BUILDING DESIGN STANDARDS.

- THE BUILDING MASSING IS CONSISTANT WITH THE BUILIDNGS LOCATED ADJACENT ON THE EAST AND WEST SIDE OF THE BUILDING.
- THE MAIN ENTRY IS ORIENTED TOWARD THE PUBLIC RIGHT-OF-WAY.
- ALL FACADES OF THE BUILDING FEATURE ARCHITECTRUAL DESIGN ELEMENTS.
- BLANK WALLS ARE INTERRUPTED WITH VARYING ROOF LINES, TRANSPARENT WINDOWS, AWNINGS, VARYING COLOR PATTERNS, ARTICULATED PARAPET, ENTRY TOWER,
- BUILDING FACADES HAVE OFFSET DIMENSIONS OF AT LEAST 8".
- BUILDING COLORS ARE WARM EARTH TONES.
- BUILDING COLOR PALETTE UTILIZES THREE COLORS.
- THE ROOF TREATMENTS INCLUDE PARAPETS, VERTICAL ROOF CHANGES, THREE DIMENSIONAL CORNICE.
- WINDOWS ALONG STREET FAÇADE EXCEED 60% OF THE LINEAR STREET FRONTAGE.
-AWNINGS ARE PROVIDED ON THE EAST AND WEST FACADES.
-SQUARE COLUMNS ARE USED AT THE COVERED BUILIDNG ENTRY PORTICO.
- THE MAIN BUILDING ENTRYWAY AND THE SECONDARY MEANS OF EGRESS SHALL HAVE DOORWAY LIGHTING TO COMPLEMENT THE BUILDING DESIGN.
- PARKING LOT SITE LIGHTING SHALL BE PROVIDED AND BE COORDNATED WITH THE LANDSCAPING PLANS.

8111 BROADWAY E. (Old Post Office)

Commercial Planned Development Amendment

Zoning Staff Report

For Village Council

PROJECT NAME:	**8111 Broadway E. (Old Post Office)**
CASE TYPE:	**Planned Development Amendment**
CASE NUMBER:	**DCI2024-E001**
PLANNING ZONING & DESIGN BOARD:	**May 14, 2024**
VILLAGE COUNCIL 1ST AND 2ND READINGS	**June 5 and June 19, 2024**

REQUEST

The applicant is requesting an amendment to the Commercial Planned Development zoning for the one-acre site at 8111 Broadway E., for the old United States Post Office site. The property is located east of the Broadway Shoppes and north of Estero United Methodist Church.

The amendment includes minor changes to the Master Concept Plan, revisions to the Pattern Book architectural elevations and changes to some of the approved deviations and uses.

STAFF AND PLANNING ZONING AND DESIGN BOARD RECOMMENDATIONS

Staff recommends approval with conditions. On May 14, 2024, the Planning Zoning and Design Board recommended approval with staff conditions and an additional condition that the building colors conform to the architectural rendering color scheme.

APPLICATION SUMMARY

Applicant

Pruitt Family Real Estate Holdings, LLC

Authorized Agent

Veronica Martin, TDM Consulting, Inc.

Location

8111 Broadway East, east of the Broadway Shoppes center and north of Estero United Methodist Church. The STRAP number is 28-46-25-E2-U1923.2494.

ZONING

Commercial Planned Development

LAND USE CATEGORY

Urban Commercial

SIZE OF PROPERTY

1+ acres

SURROUNDING ZONING

North – Broadway Shoppes zoned Community Commercial (CC).

East – a single-family residence zoned Agricultural (AG-2).

South – Broadway East, then Estero United Methodist Church zoned Community Facilities Planned Development (CFPD).

West – Broadway Shoppes zoned Community Commercial (CC).

PUBLIC INFORMATION MEETING

February 13, 2024

PROJECT HISTORY

The subject property is zoned AG (Agriculture) and was developed with a U.S. Post Office facility in 1983. The Post Office relocated to its current location on Three Oaks Parkway and the existing building is vacant. In 2020, the property was rezoned from AG to Commercial Planned Development (Ordinance 2020-03), but the building has remained vacant.

STAFF ANALYSIS

The applicant is requesting an amendment to the Commercial Planned Development zoning, to modify the Master Concept Plan, architectural elevations, approved uses, conditions, and deviations.

MASTER CONCEPT PLAN

The Master Concept Plan (MCP) depicts a 4,800 square foot building and onsite parking lot. The site plan depicts one vehicular access point from Broadway East. The applicant has agreed to close the existing access point nearer to the intersection of U.S. 41 and Broadway East. The existing building is located in the southeast portion of the site with parking in the western and northern portions of the site.

A pedestrian connection is proposed along the frontage of Broadway to connect to the existing sidewalk to the west and along U.S. 41.

An ADA accessible sidewalk is provided along Broadway East. This sidewalk is proposed on the subject site (rather than the adjacent right-of-way) and will require the recording of an easement prior to the issuance of the Development Order Certificate of Compliance. A pedestrian access point is also provided at the project vehicular access point at Broadway East consistent with LDC Section 33-362(1).

Proposed Uses

The proposed use is an office development. This amendment eliminates some of the more intensive uses that were approved in 2020 including outdoor display and broadcast studio. There is a condition in the approved zoning that limits hours of operation from 7:00 a.m. to 10:00 p.m. Monday through Saturday, and 8:00 a.m. to 6:00 p.m. Sunday. Since the uses have been reduced, staff does not believe a condition is necessary to restrict hours of operation.

The proposed uses are consistent with the land use category, and the property meets the commercial site location standards of the Plan.

Pattern Book

The applicant submitted a new Pattern Book. The Pattern Book includes building elevations of all four façades depicting an architectural style of “Italian Countryside”, proposed colors and materials, a monument sign, dumpster details and landscape elevations. The applicant is proposing to add a façade on the existing building. The Pattern Book has been revised since the Public Information Meeting with more colors, based on comments received at that Planning Zoning and Design Board meeting. At the May 14, 2024 meeting of the Planning Zoning and Design Board, they recommended that the colors be modified to match the architectural rendering, which was different than the architectural elevations.

With regard to landscaping, a Buffer Type D is required along Broadway E which will be 20’ wide with 5 trees per 100 feet and a double hedgerow. The eastern buffer, adjacent to the single-family home, requires a Type C Buffer, however a deviation is requested which includes two components of the buffer: width (20’ wide to 14.5’ wide); and for the 8-foot solid opaque wall which is proposed to be PVC material. The wall is now proposed to extend the entire length of the east property line to shield the adjacent residence from the commercial development.

A bench is shown as an amenity for the proposed offices.

Environmental Issues

- The property has been cleared, filled, and developed in the past and is currently vacant.
- There are no wetlands on the site.
- The existing pine trees on the east side of the site are proposed to be replaced with healthier trees.
- There are no native vegetative communities or critical habitat that could support listed species.
- There are no imperiled (listed) species on the site and no potential since there is no critical habitat.
- There are no heritage trees on the site.
- There are no floodways designated on the site.
- The site falls within Flood Zone X. The property is not within the Special Flood Hazard Area.
- Landscape buffers include a 20-foot-wide Type D buffer on Broadway, 5-foot-wide buffers on the west and north abutting commercial property, and an 8-foot-high wall and new landscaping including pine trees, dahoon holly and palmetto along the east property line adjacent to the single-family home.

Transportation Issues

The applicant has provided a Traffic Impact Statement (TIS). The TIS is based on the assumption that the proposed project will be completed in 2024. The TIS assumed that the project will consist of a single use from the proposed Schedule of Uses that generates the most traffic: medical office. Thus, the analysis represents the worst-case scenario from a traffic-generating basis. The TIS points out the following:

> *Access to the proposed development will be provided by one (1) existing full-access driveway connection to Broadway East. It is worth noting that a second existing full-access driveway connection to Broadway East will be removed during this re-development.*

The proposed medical office will generate approximately 98 vehicle trips per day. Peak hour trips would be 16 in the morning and evening peak hours according to the applicant's analysis.

The TIS provides that Level of Service Standard of C is maintained on U.S. 41. Staff has reviewed this TIS and concurs that the proposal will not cause the level of service on U.S. 41 to be exceeded. Village staff has also concluded that the proposal will not cause the level of service to be exceeded on Broadway East. Right and left turn lanes on Broadway East are not warranted.

In addition, Village staff notes that Lee Tran bus service is available in the area, specifically Route 140 along U.S. 41. There is a bus stop located in front of Estero United Methodist Church on U.S. 41 about 630 feet from the subject site.

Utilities

The property is located in the Lee County Utilities franchise service areas for both potable water and wastewater services. Water is currently available but wastewater lines are approximately 800 feet away.

The property is located in the Village's Broadway Avenue East Utility Expansion Project. The project is currently in the design phase. It may be 2 to 3 years before connection is available. In the meantime, there is a septic system on site and the applicant intends to use the existing septic system until such a time as sanitary sewer lines are located along Broadway E.

There is a zoning condition that requires the property to connect to sewer service when it is available and that yearly inspections of the septic system be performed similar to a condition the Council approved for the Estero United Methodist Church.

Fire

Estero Fire Rescue has reviewed the request and has the below comments. The applicant has modified the Master Concept Plan to show fire access and a T-turnaround.

> *Site must comply with 2021 NFPA 1 Ch 18, Eighth Edition (Florida Changes) for Fire Department Access as per the following codes.*
>
> *18.2.3.2.1.2 When required by the authority having jurisdiction, road(s) or parking lots providing access to the main entrance door(s) shall be considered access roads and shall comply with the requirements of 18.2.3.5.*
>
> *18.2.3.5.4. Dead Ends. Dead-end fire apparatus access roads in excess of 10 ft (46m) in length shall be provided with approved provisions for the fire apparatus to turn around.*
>
> *Or the entire building must have an approved Fire Sprinkler System installed and the Fire Department Access requirements will be waived.*

Comprehensive Plan Considerations

The subject site is designated Urban Commercial in the Village's Comprehensive Plan. The proposed uses are consistent with the designation as long as other Plan Policies are complied with.

Comprehensive Plan Policies-

> ***FLU-1.10.3*** *Encourage commercial developments within the Village of Estero to provide interconnect opportunities with adjacent commercial uses in order to minimize access points onto primary road corridors; and residential developments to provide interconnect opportunities with commercial areas, including, but not limited to, bike paths and pedestrian accessways. Connections to existing residential neighborhoods will be encouraged and will not be precluded by the commercial development's design.*
>
> A pedestrian interconnect will be provided, but the topography does not lend itself to a vehicle interconnection.

TRA-1.2.4 *During the review of comprehensive plan amendments, rezonings, zoning amendments, and development order applications, applicants must provide an evaluation addressing potential for addition of new interconnections between communities, creation of pedestrian and vehicular interconnection, and addition of new connections to the surrounding road network.*

The applicant has improved access by eliminating one of the two access points onto Broadway East.

INF-1.4.5 *No development order for new development, or change in use or intensity in an approved development order will be issued unless sanitary sewer service is available at the minimum acceptable level of service within ¼ mile of the development, or surety is given that it will be installed prior to occupancy.*

Sanitary sewer service is not currently available within ¼ mile of the site. A condition of approval would require the applicant to connect to sanitary sewer when it becomes available.

Deviations

The applicant is proposing minor revisions to three of the six approved deviations, specifically Deviations 1, 3 and 5.

(1) A Deviation from LDC Section 3-705.C Intensity and Dimensional Standards, which requires a 20-foot building setback to the east property line to permit a 14.5-foot building setback to the east property line.

This deviation was previously approved for 16 feet and is now requested at 14.5 feet to accommodate an architectural "wrap" of the building.

The applicant has provided that the property was developed in 1983 and that the existing structure was constructed approximately 16.10 feet from the east property line. The applicant provides it is not practical or logical to move the building to comply with the minimum setback requirement. The applicant submits that "doing so would create problems with the parking lot, drive aisles, sidewalks…and…create a multitude of problems with the building." The applicant provides that this is not the result of actions taken by the applicant/property owner as the Post Office was constructed and not required to comply with the zoning.

Staff recommends **Approval** of Revised Deviation #1 to 14.5 feet.

(2) A Deviation from LDC Section 3-705.C. Intensity and Dimensional Standards, which requires that parking or internal roads or drives be located in this case a minimum of 20 feet from the east property line to permit the existing driveway and parking lot to be 15 feet from the east property line.

There is no change to this deviation except to the Land Development Code section number.

The applicant provides that the driveway and parking lot are located only 15 feet from the east property line. The applicant has agreed to remove the western access point to

Broadway East, nearest to the U.S. 41 intersection, “to allow for longer queuing at the intersection and better traffic circulation on Broadway East.” The applicant submits it would require a major redesign of the site to move the driveway and parking area five feet to the west and would decrease the connection separation distance to U.S. 41.

Staff agrees that the Deviation is warranted to provide the maximum connection separation distance to U.S. 41 and that the proposed buffer with wall will address compatibility with the adjacent single-family residence.

Staff recommend **Approval** of Revised Deviation #2.

(3) A Deviation from LDC Section 5.406.B.3. Buffer Types, which requires a Type C buffer to be a minimum of 20 feet wide with 10 trees and 30 shrubs per 100 linear feet with an 8-foot-high solid wall to permit a 14.5-foot-wide Type C buffer along the east property line with the wall located 10 feet from the property line, and to permit the “wall” to be made of PVC or similar material.

This deviation was previously approved for 15 feet and is now requested at 14.5 feet.

The applicant provides that “it isn’t possible to comply with the 20-foot minimum buffer width along the entire east property line due to the location of the existing building, parking lot, driveway, and easements. The application notes that there is a 10-foot-wide FPL easement parallel to the buffer easement and that there are underground utilities located in the FPL easement. The application also notes that there is an existing septic tank and drainfield near the northeast corner of the property. The applicant is proposing a 14.5-foot-wide buffer with an 8-foot-high wall located 10 feet from the east property line. The applicant maintains this is necessary “so as not to negatively impact the underground utilities in the FPL easement or the septic and drainfield”. The applicant submits that the proposed buffer permits a 10-foot-wide planting area as well as an additional 5 feet “of green open space” that meets the intent of the code to shield and buffer the adjacent property from “any negative impacts associated with the proposed commercial development”.

The existing buffer is in poor condition and will be replaced with new trees and materials. The deviation would allow the wall to be constructed of PVC material which has smaller footers to minimize tree root problems. The landscaping will be on the residential side of the wall.

Staff concurs that the existing site conditions warrant approval of the requested Deviation and will result in a uniform buffer on the east property line.

Staff recommends **Approval** of Revised Deviation #3.

(4) A Deviation from LDC Section 5.304.B.3 Cross-Access Between Adjoining Developments, which requires that adjacent commercial uses must provide interconnections for automobile, bicycle, and pedestrian traffic and that all adjacent parking lots must connect, to permit that the subject site not provide a vehicular interconnection or shared access to the adjacent property to the north and west.

When this was approved in 2020, a pedestrian interconnection with stairs was required. This is proposed to be removed because it cannot be made ADA compliant.

In addition, a vehicular interconnect with the Broadway Shoppes would be physically difficult given the existing site conditions and differences in topography. The interconnect would have the potential to negatively affect the already developed onsite stormwater system and would result in through traffic on to a site that was designed as an onsite traffic aisle. An interconnect would also place additional traffic closer to the Broadway East/U.S. 41 intersection while there is a planned and approved interconnection that would result in traffic from the Broadway Shoppes gaining access onto Broadway East further east.

The applicant also maintains that providing a vehicular interconnect to the adjacent commercial property is a safety issue. The Broadway Shoppes project has one right-in/right-out driveway on U.S. 41. The applicant notes that "providing an interconnect with the adjacent property effectively turns the parking lot of the subject property into a street, funneling southbound traffic through the site onto Broadway". The application notes this would drastically change the Traffic Impact Statement as the existing 43,056 square feet of commercial uses from the Shoppes could result in an average of one car per minute using this access point creating a safety hazard with cars backing out of spaces in the subject site's parking stalls.

Staff recommends **Approval** of Deviation #4.

(5) A Deviation from LDC Section 5-506. Appearance, which requires that all fences and fence walls on each property be of uniform materials, design, and color to permit both the existing chain link fence and proposed buffer wall ~~and gate~~ to be of different materials, design, and color than the existing chain link fence.

The proposed change to the already approved deviation would eliminate two words: and gate. The applicant is removing the chain link fence and gate separating the building from the rear parking area and dumpster.

Staff recommends **Approval** of Deviation #5.

(6) A Deviation from LDC Section 5-304.A.1.A., Connection Separation, which requires a connection separation distance of 330 feet on Collector roads to permit a connection separation distance of 265± feet to the nearest residential driveway to the east and 298± feet to U.S. 41 to the west.

This is an approved deviation and only the Land Development Code section number is being updated.

The application provides that there is an existing access point located 265 feet to the east for the adjacent single-family residence. The applicant is proposing to remove the western access point to Broadway East but still will not be able to meet the 330-foot minimum separation distance for a collector road. Staff agrees it is not possible to meet the requirement on the subject property, but removing the second access is an improvement.

Staff recommends **Approval** of Revised Deviation #6.

FINDINGS OF FACT

Staff has presented findings of fact below, if the Planning, Zoning and Design Board wishes to recommend approval to the Council.

The request:

1. **Is consistent with the Comprehensive Plan;**
   The request complies with the Comprehensive Plan and is consistent with the urban Commercial Land use designation.

2. **Is not in conflict with any portion of the LDC;**
   The proposed amendment requests the approval of uses within an existing building. The request is not in conflict with the Land Development Code.

3. **Addresses a demonstrated community need;**
   The proposed development would address a need to upgrade and utilize an older building that has become an eyesore.

4. **Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;**
   The subject property is already zoned as CPD, and the proposed amendment requests fewer uses than already approved. With the proposed condition it would be compatible with the surrounding area.

5. **Would result in a logical an orderly development pattern;**
   The proposed amendment is for the reuse of an existing building.

6. **Would not adversely affect the property values in the area;**
   The proposed amendment should positively impact property values in the area.

7. **Would result in development that is adequately served by public facilities (road, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);**
   The project will eliminate one access to Broadway East. The property is within the Estero Fire District and fire/EMS service is available. A condition has been imposed to require sewer service when available.

8. **Would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;**
   The property has previously been cleared and is developed.

9. **Is compatible with existing or planned uses in the surrounding uses;**
   The proposed amendment to the CPD, as conditioned, will not have any negative impact on surrounding uses.

ATTACHMENTS

A. Area Location Map
B. Applicant's Proposed Schedule of Uses and Other Information

8111 BROADWAY E.
AREA LOCATION MAP



CIVIL ENGINEERING
TDM CONSULTING, INC.

1520 Royal Palm Square Blvd, Suite 100
Fort Myers, FL 33919
Phone: 239-433-4231
www.tdmcivilengineering.com
Certificate of Authorization # 29086

8111 Broadway E.
Proposed Schedule of Uses
Revised 2-8-2024

PRINCIPAL USES

Banks and Financial Institutions (No Drive-Thru)
~~Broadcast Studio, Commercial Radio and Television~~
Drugstore, Pharmacy
~~Laundry or Dry Cleaning Services~~
Medical or Dental Lab
Office, General Business
Office, Medical
Outpatient Care Facilities
Personal Services, Groups I and II
~~Restaurant, Standard (No Outdoor Seating)~~
Retail Sales, Groups I and II
Utility, Minor

ACCESSORY USES

Accessory Uses/Recreation Facilities – Decks and other similar facilities
Automated Teller Machine (ATM)
Bike Parking Rack
Electric Vehicle (EV) Level 1 or 2 Charging Station
Fences/Walls
~~Outdoor Display of Merchandise (as Accessory to a Retail Sales Use)~~



DCI2024-E001
8111 BROADWAY E.

VILLAGE COUNCIL – JUNE 19, 2024

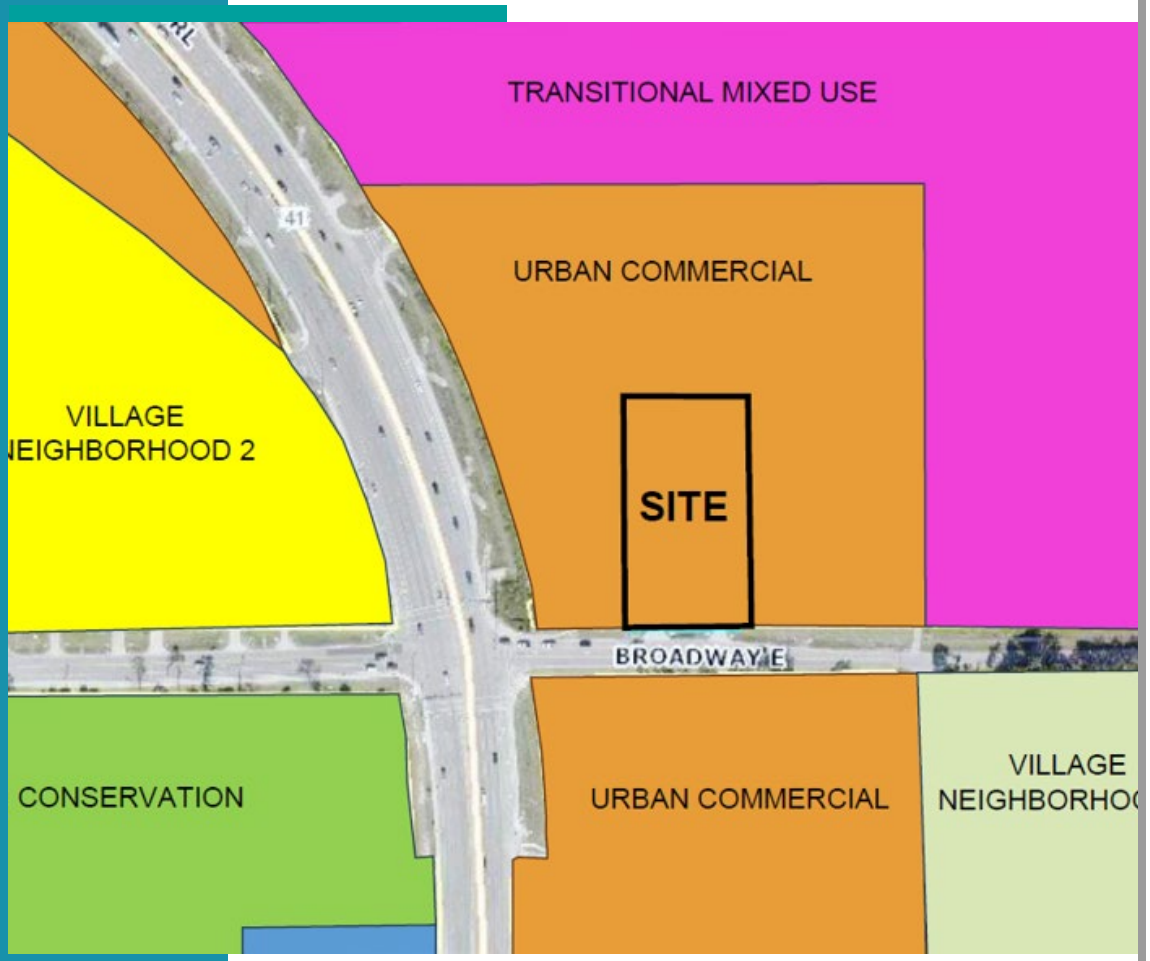
Area Location Map

8111 Broadway East



2

Future Land Use Map



3

Surrounding Zoning & Existing Uses Map



4

8111 BROADWAY E

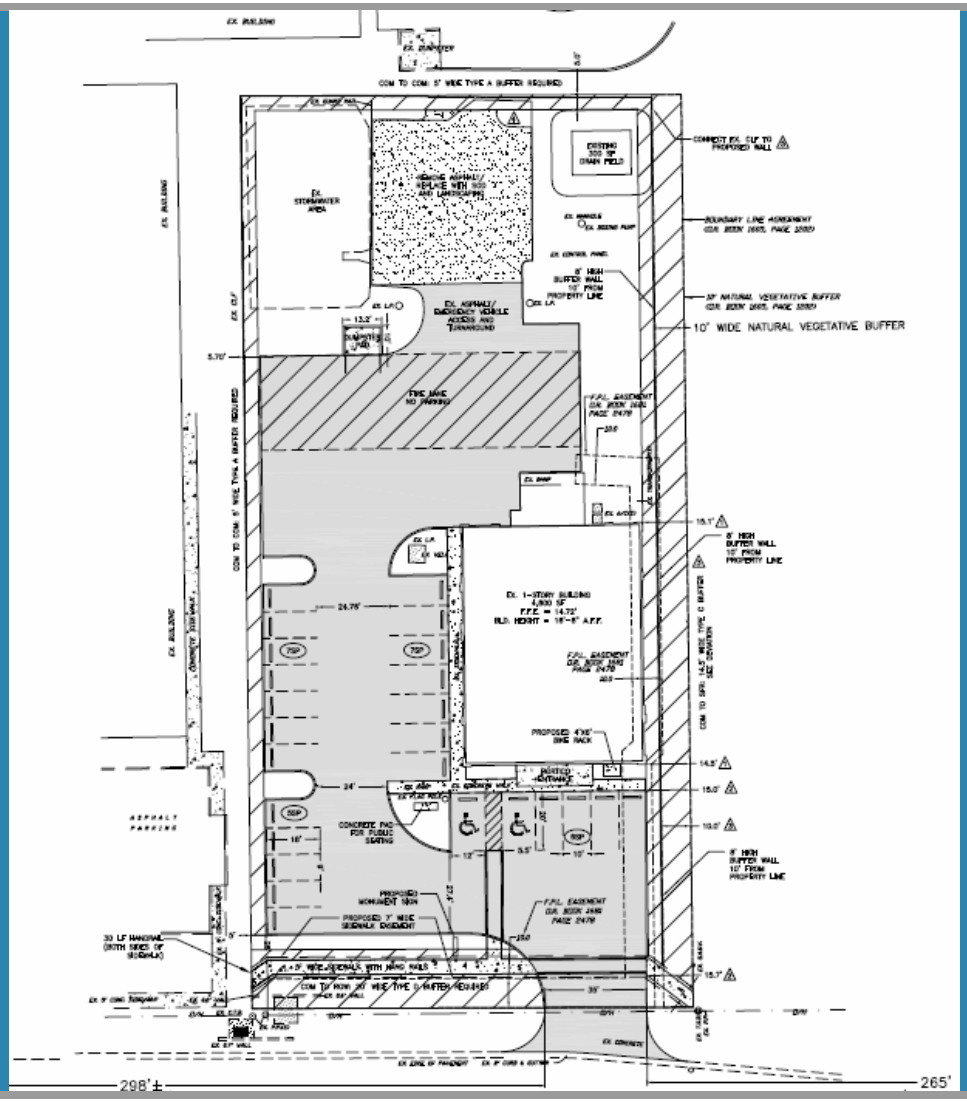


EXISTING BUILDING FRONT FACADE

PROPOSED BUILDING FRONT FACADE



5



Master Concept Plan

PRINCIPAL USES

Banks & Financial Institutions (No Drive-Thru)
Broadcast Studio, Commercial Radio and Television
Drugstore, Pharmacy
Medical or Dental Lab
Office, General Business
Office, Medical
Outpatient Care Facilities
Personal Services, Groups I and II
Retail Sales, Groups I and II
Utility, Minor

ACCESSORY USES

Accessory Uses/Recreation Facilities – Decks & similar facilities
Automated Teller Machine (ATM)
Bike Parking Rack
Electric Vehicle (EV) Level 1 or 2 Charging Station
Fences/Walls
Outdoor Display of Merchandise (Accessory to Retail Use Only)

6

SCHEDULE OF DEVIATIONS

1. A Deviation from LDC Section 3-705.C Intensity and Dimensional Standards, which requires a 20-foot building setback to the east property line to permit a 14.5 foot building setback from the East property line.

   This deviation was previously approved for 16 feet and is now requested at 14.5 feet to accommodate an architectural "wrap" of the building.

2. A Deviation from LDC Section 3-705.C Intensity and Dimensional Standards, which requires that parking or internal roads or drives be located a minimum of 20 feet from the east property line to permit the existing driveway and parking lot to be located 15 feet from the East property line.

   There is no change to this deviation except to the Land Development Code section number.

3. A Deviation from LDC Section 5-406.B.3 Buffer Types, which requires a Type C buffer to be a minimum of 20 feet wide with 10 trees and 30 shrubs per 100 linear feet with an 8-foot high solid wall to permit a 14.5 foot wide Type C buffer along the East property line with the wall located 10 feet from the property line, and to permit the "wall" to be made of PVC or similar material.

   This deviation was previously approved for 15 feet and is now requested for 14.5 feet.

SCHEDULE OF DEVIATIONS

4. A Deviation from LDC Section 5-304.B.3 Cross-Access Between Adjoining Developments, which requires that adjacent commercial uses must provide interconnections for automobile, bicycle, and pedestrian traffic and that all adjacent parking lots must connect, to permit that the subject property not provide a vehicular interconnect or shared access to the adjacent property to the north and west.

   When this was approved in 2020 a pedestrian interconnection with stairs was required. This is proposed to be removed because it cannot be made ADA compliant.

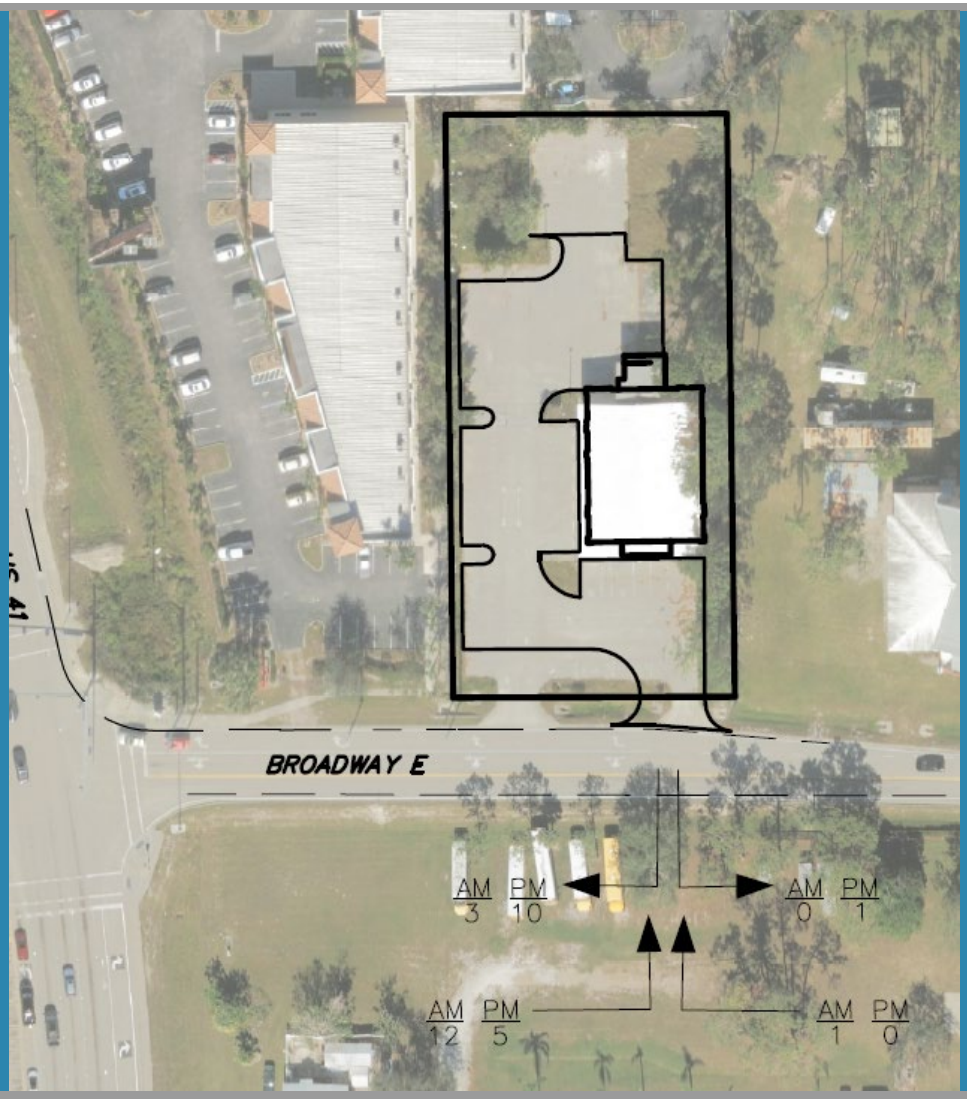
5. A Deviation from LDC Section 5-506 Appearance, which requires that all fences and fence walls on each property be of uniform materials, design, and color to permit both the existing chain link fence and proposed buffer wall to be of different materials, design and color than the existing chain link fence.

   The proposed change to the already approved deviation would eliminate two words: and gate. The applicant is removing the chain link fence and gate separating the building from the rear parking area and dumpster.

6. A Deviation from LDC Section 5-304.A.1.A Connection Separation, which requires a connection separation distance of 330 feet on Collector Roads to permit a connection separation distance of 265± feet to the nearest residential driveway to the east and 298± feet to U.S. 41 to the west.

   This is an approved deviation and only the Land Development Code section number is being updated.

TRAFFIC IMPACT ANALYSIS



PEAK A.M. & PEAK P.M. TRAFFIC DISTRIBUTION

Table 1. Raw Trip Generation – Potential Medical-Dental Office Building (LUC 720)

4,800 Square Feet of Gross Floor Area:

A. Daily Average Vehicle Trip Ends, Weekday
T = 42.97 (4.800) – 108.01 = **98 (49 entering, 49 exiting)**

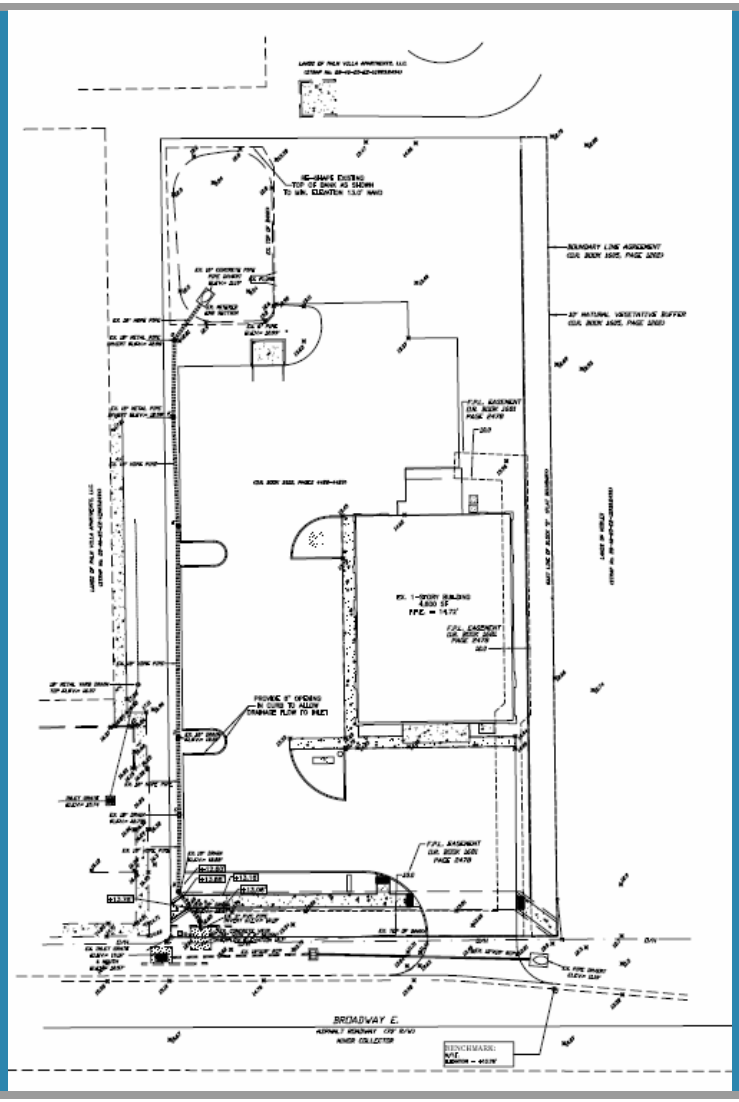
B. A.M. Peak Hour Average Vehicle Trip Ends (Adjacent Street)
Ln (T) = 0.90 Ln (4.800) + 1.34 = **16 (13 entering, 3 exiting)**

C. P.M. Peak Hour Average Vehicle Trip Ends (Adjacent Street)
T = 4.07 (4.800) – 3.17 = **16 (5 entering, 11 exiting)**

Source: TDM, 2023

10

SURFACE WATER MANAGEMENT



Paving, Grading & Drainage Plan

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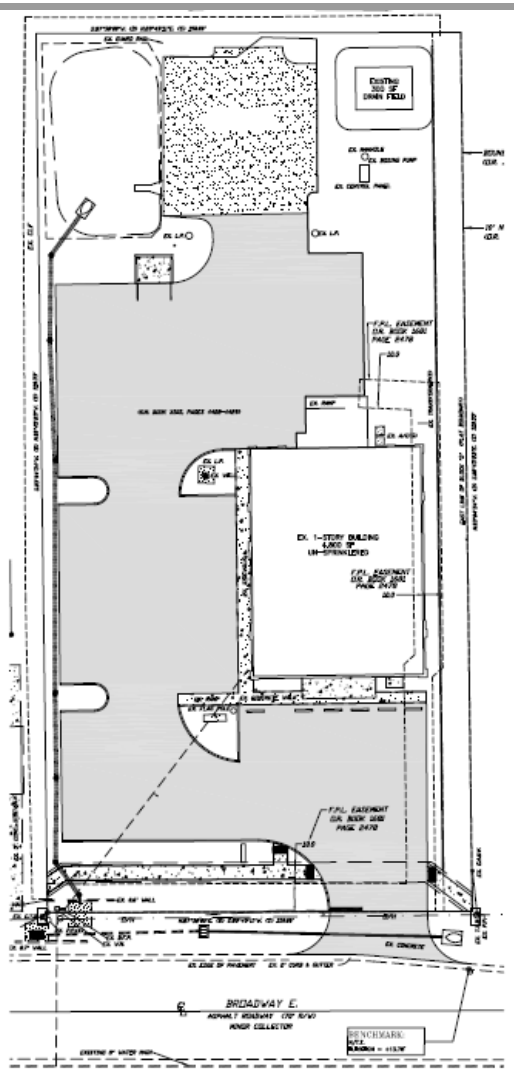
Stormwater Drainage

Stormwater flows from site to existing drainage swale along Broadway, travels east to culvert under Broadway at railroad tracks, flowing south to the Estero River and on to Estero Bay.

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UTILITIES

Existing Utilities



Potable water along Broadway E.
Ex. Septic & Drain Field in NE corner of property.

Development does not meet threshold for Mandatory connection to sanitary sewer.

1. Max of 4,800 sf gross floor area;
2. Generates less than 5,000 gpd;
3. Is not located adjacent to or within 50’ of a connection point;
4. Does not consist of more than 5 lots located less than 1/4 mile from a point of connection; and
5. Central sewer lines will not be available within 90 days of issuance of a D.O.

ARCHITECTURAL ELEVATIONS

8111 BROADWAY E



EXISTING BUILDING FRONT FACADE

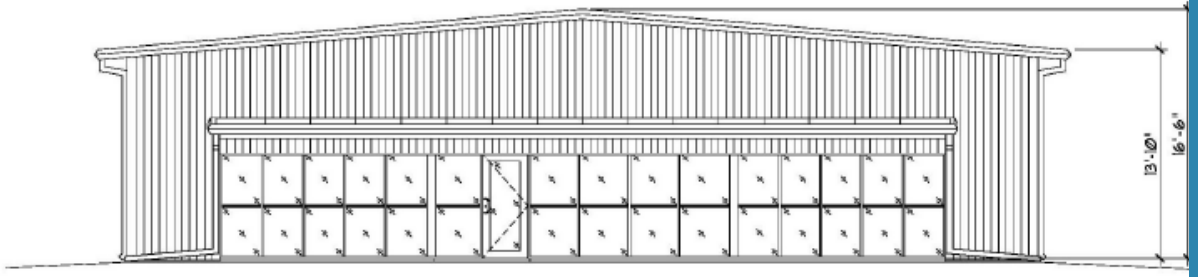
PROPOSED BUILDING FRONT FACADE



17



PROPOSED SOUTH ELEVATION (STREET VIEW)

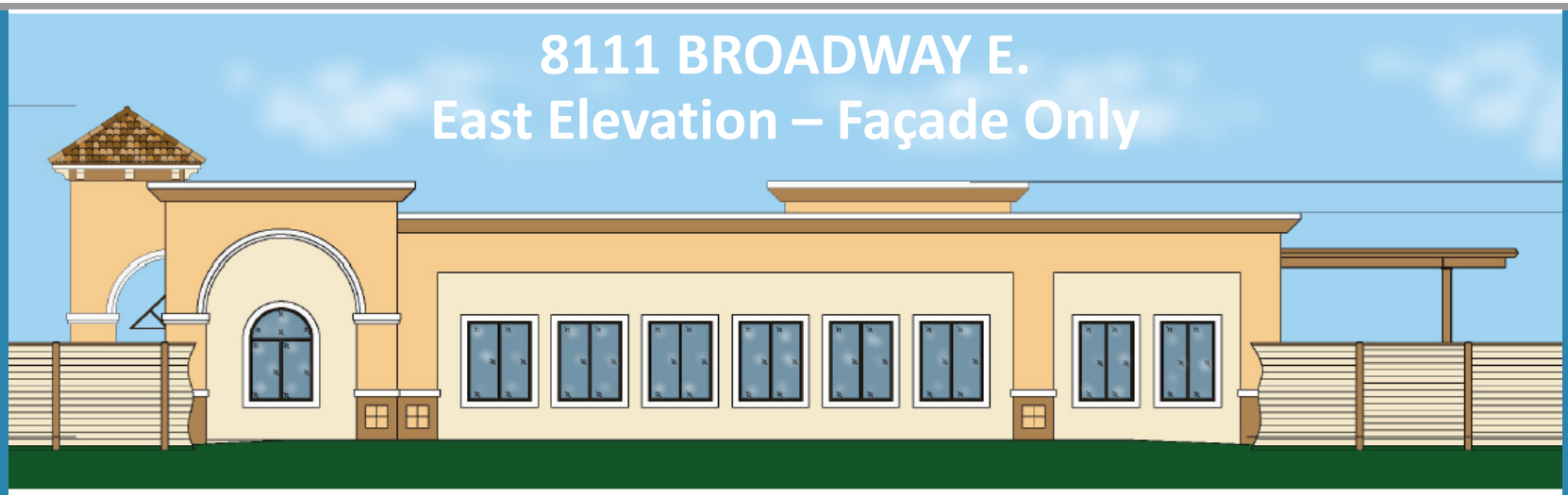


EXISTING SOUTH ELEVATION (STREET VIEW)

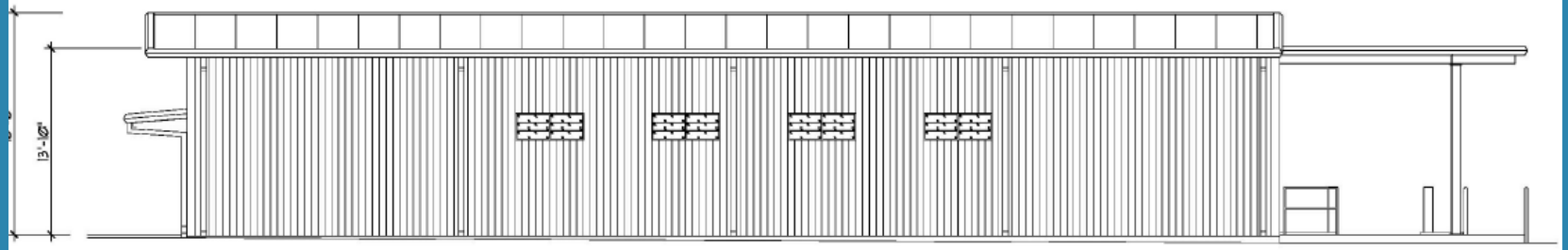
8111 BROADWAY E. South Elevation Front Facade

18

8111 BROADWAY E.
East Elevation – Façade Only



PROPOSED EAST ELEVATION



EXISTING EAST ELEVATION

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PROPOSED EAST ELEVATION
(WITH WALL and LANDSCAPE BUFFER)

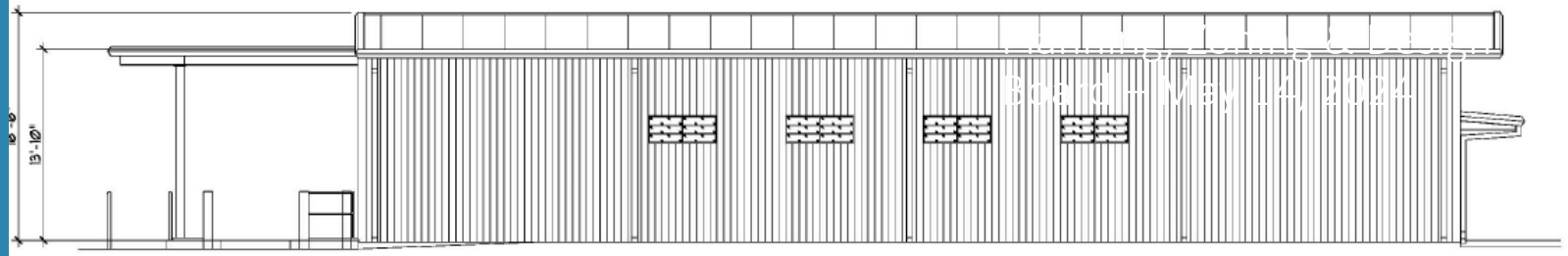
8111 BROADWAY E.
East Elevation with 8’ high wall & Landscape Buffer

20

8111 BROADWAY E.
West Elevation



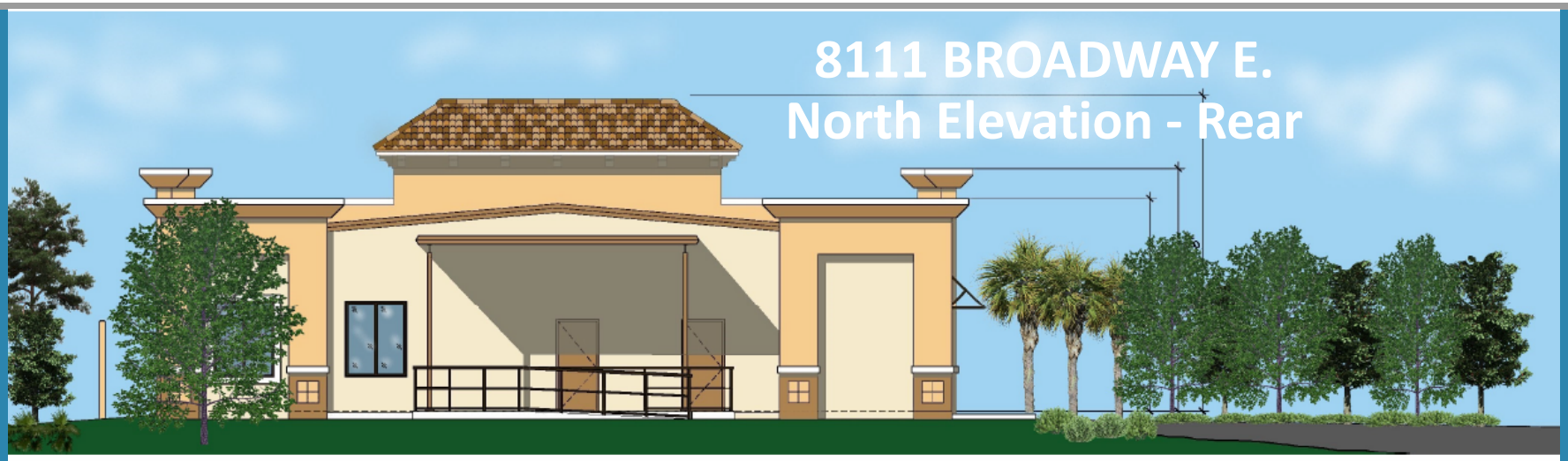
PROPOSED WEST ELEVATION



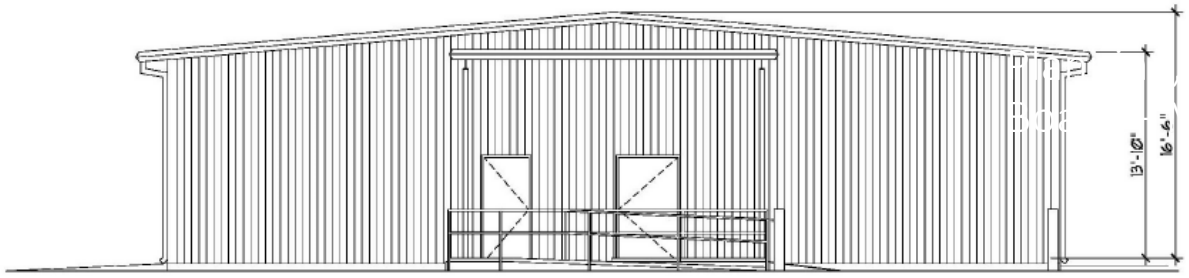
EXISTING WEST ELEVATION

Planning & Zoning Board - May 14, 2024

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PROPOSED NORTH ELEVATION



EXISTING NORTH ELEVATION

22



CEMENT TILE

EAGLE – CAPISTRANO
3773 WALMUT CREEK BLEND
TAN – ORANGE – DARK BROWN



METAL AWNING

COLOR: SW6131 CHAMOIS

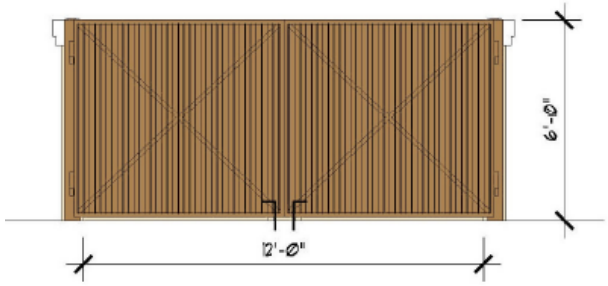


CORBEL BRACKET

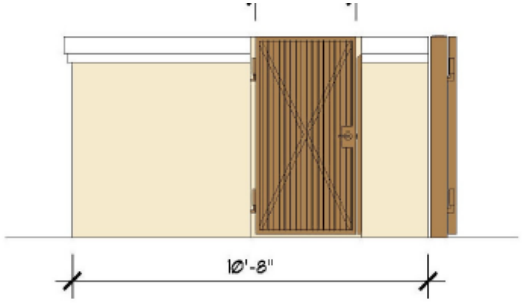
(HIGH DENSITY EPS FOAM
WITH TRIMSTONE COATING)

MATERIALS

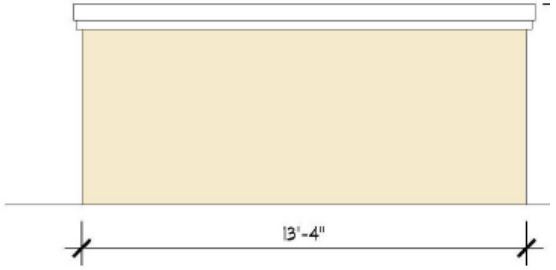
MONUMENT SIGN & DUMPSTER ENCLOSURE



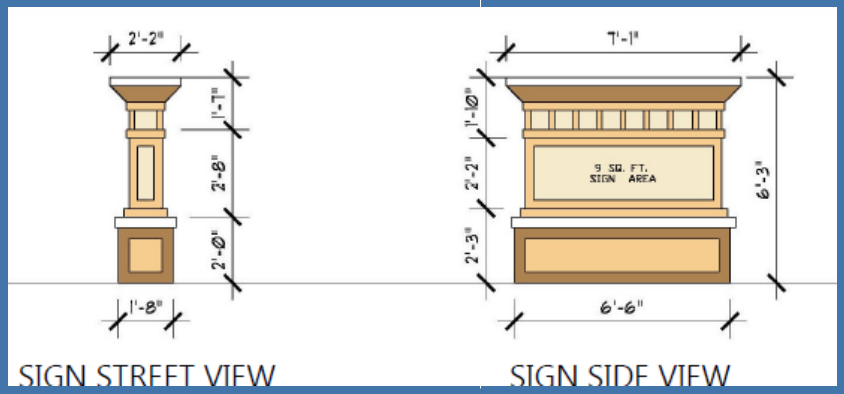
DUMPSTER FRONT VIEW



DUMPSTER SIDE VIEW



DUMPSTER REAR VIEW



SIGN STREET VIEW

SIGN SIDE VIEW

SITE AMENITIES

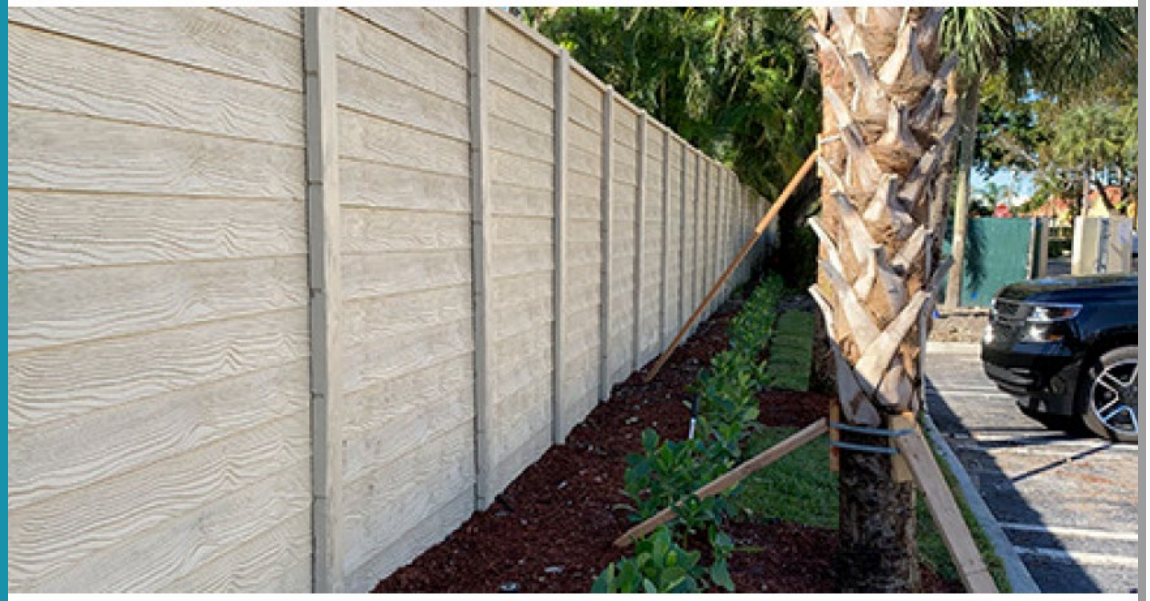


PEDESTRIAN BENCH

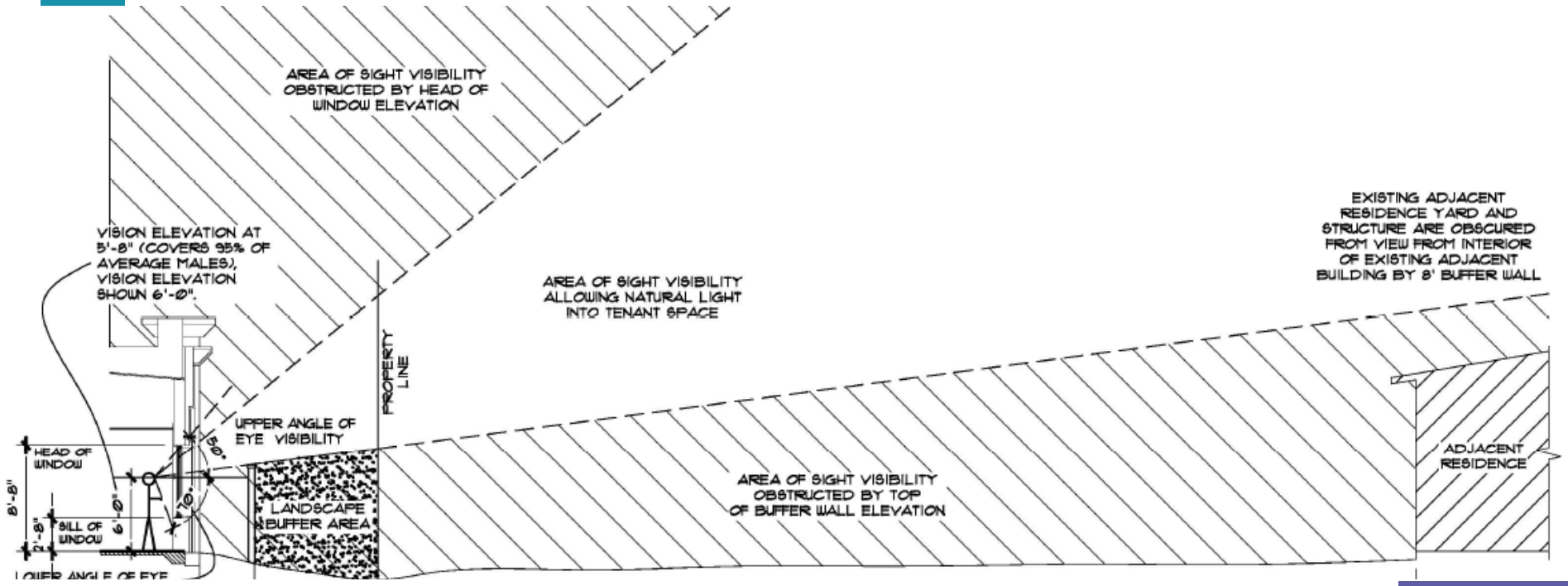


BICYCLE RACK

BUFFER WALL - EAST PROPERTY LINE

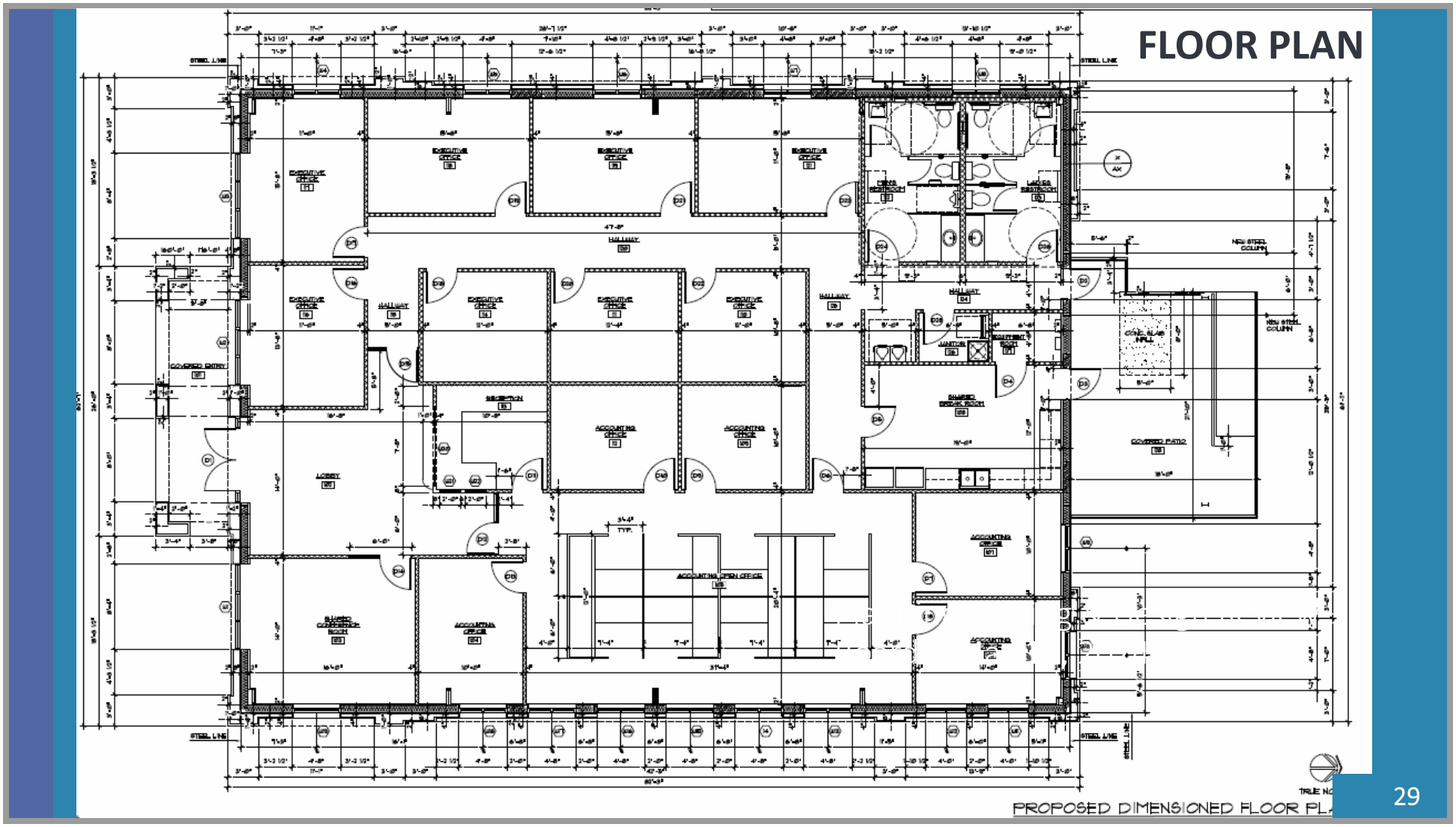


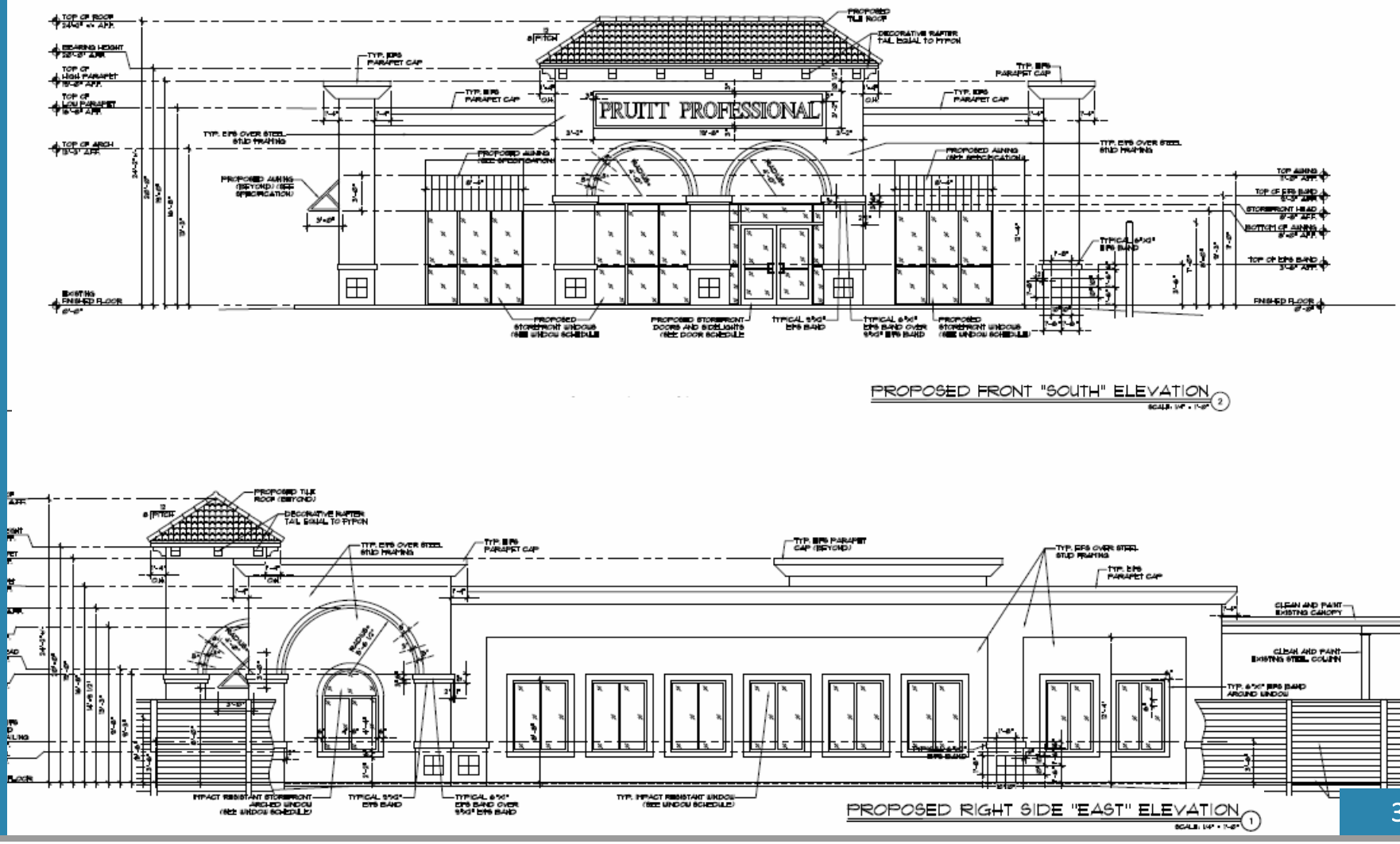
PROPOSED EAST WINDOWS LINE OF SIGHT GRAPHIC

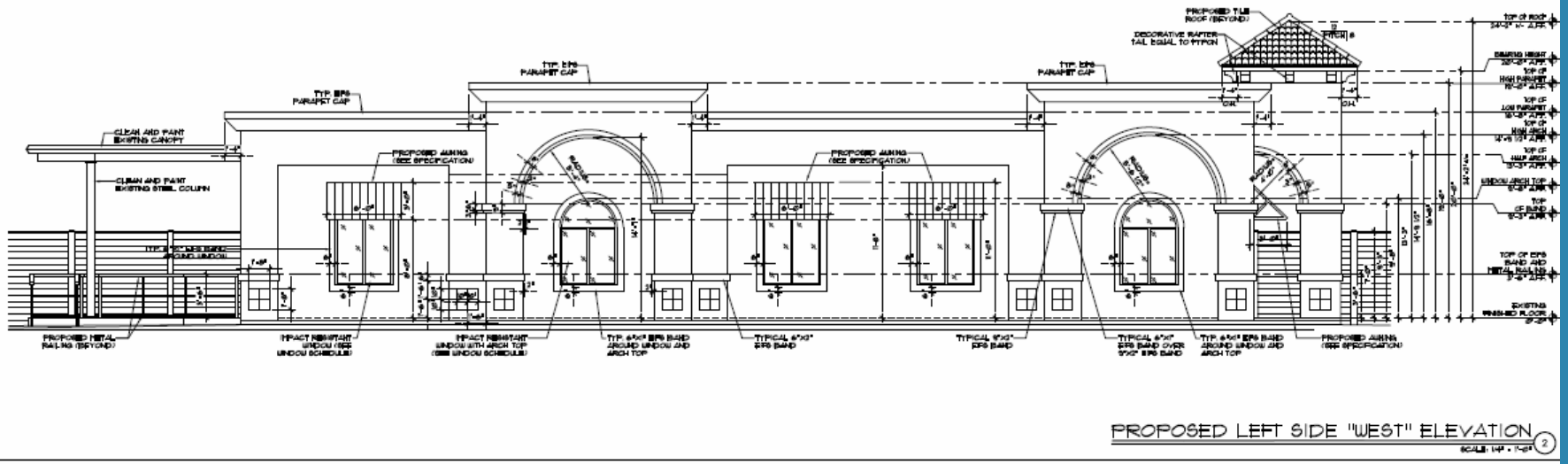




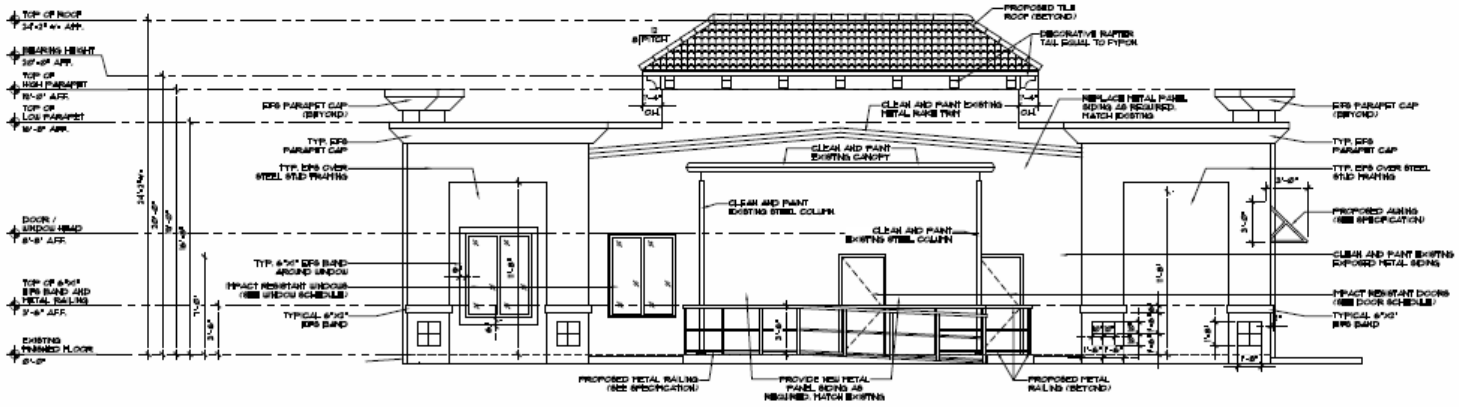
28


FLOOR PLAN
PROPOSED DIMENSIONED FLOOR PL
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PRUITT PROFESSIONAL
PROPOSED FRONT "SOUTH" ELEVATION
PROPOSED RIGHT SIDE "EAST" ELEVATION



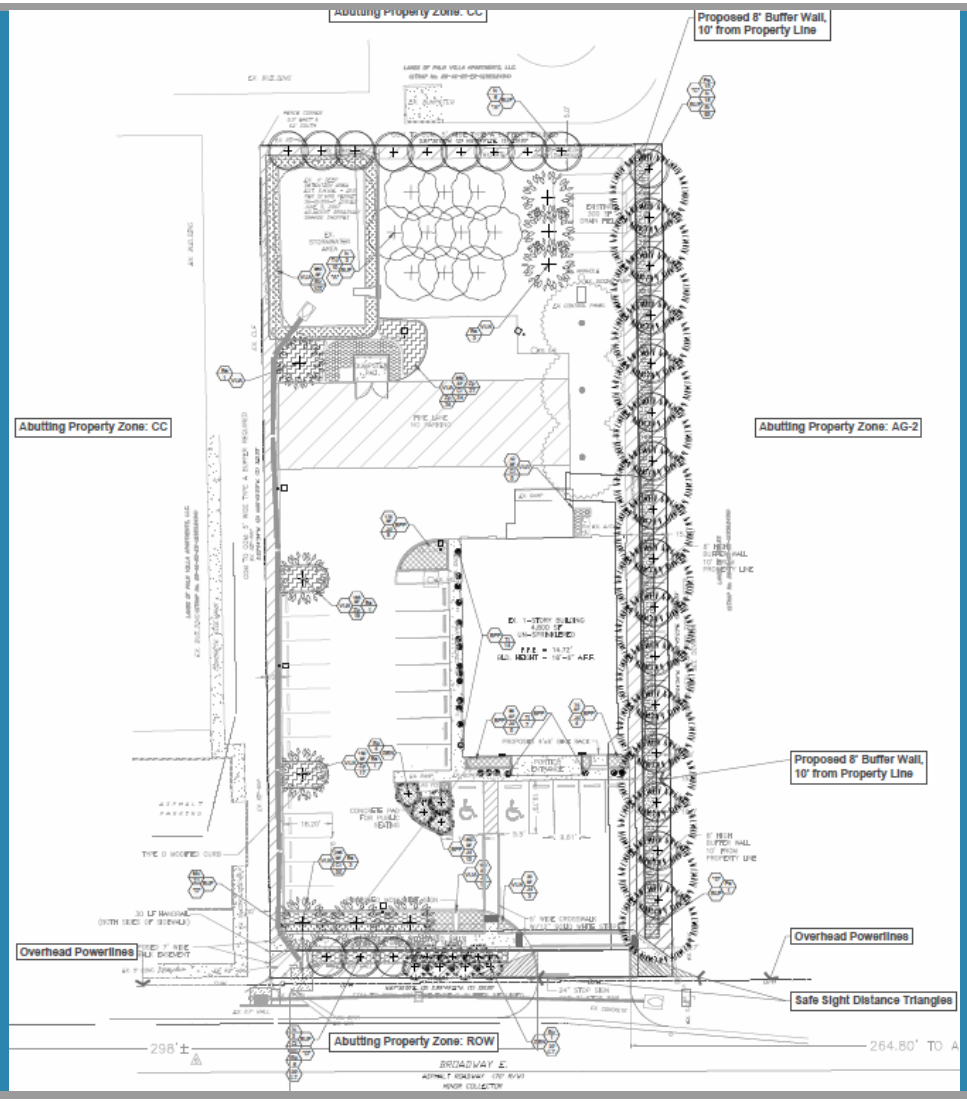
PROPOSED LEFT SIDE "WEST" ELEVATION 2



PROPOSED REAR "NORTH" ELEVATION 1

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LANDSCAPE PLANS

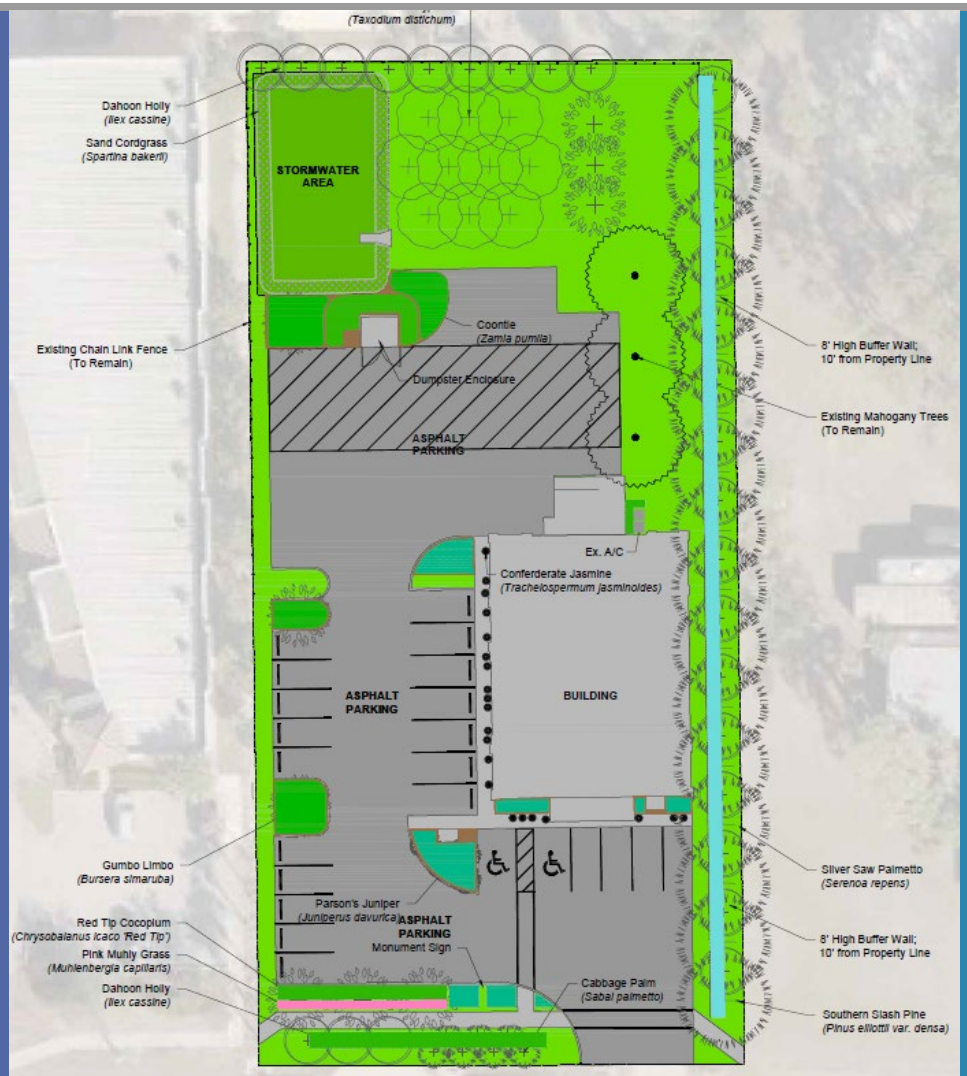


Landscape Plan

VILLAGE OF ESTERO
LANDSCAPE REQUIREMENTS

	Required:	Provided:
Commercial Development abutting the following uses:		
North Property Boundary: COM <---> COM		
Type 'A' Buffer (5' min. width; 4 Trees / 100 LF)		
► 150.00 LF = 6 Trees		
150 / 100 = 1.50 x 4 = 6.00 Trees	6	6
East Property Boundary: COM <---> SFR		
Type 'C' Buffer (20' min. width; 10 Trees + 30 Shrubs / 100 LF)		
► 310.33 LF = 31 Trees + 93 Shrubs		
310 / 100 = 3.10 x 10 = 31.00 Trees	31	31
310 / 100 = 3.10 x 30 = 93.00 Trees	93	93
South Property Boundary: COM <---> ROW		
Type 'D' Buffer (20' min. width; 5 Trees + 66 Shrubs / 100 LF)		
► 115.00 LF = 8 Trees + 99 Shrubs		
(Entrance Drive Reduction: 150 - 35 LF = 115 LF)		
115 / 100 = 1.15 x 5 = 5.75 Trees	6	6
115 / 100 = 1.15 x 66 = 75.90 Trees	76	76
West Property Boundary: COM <---> COM		
Type 'A' Buffer (5' min. width; 4 Trees / 100 LF)		
► 310.33 LF = 13 Trees		
310 / 100 = 3.10 x 4 = 12.40 Trees	13	13
Open Space Calculations: Commercial		
20% of development area must be provided as open space		
► Open Space: 46,547 SF x 0.20 = 9,309.40 SF	9,309 SF	11,497 SF

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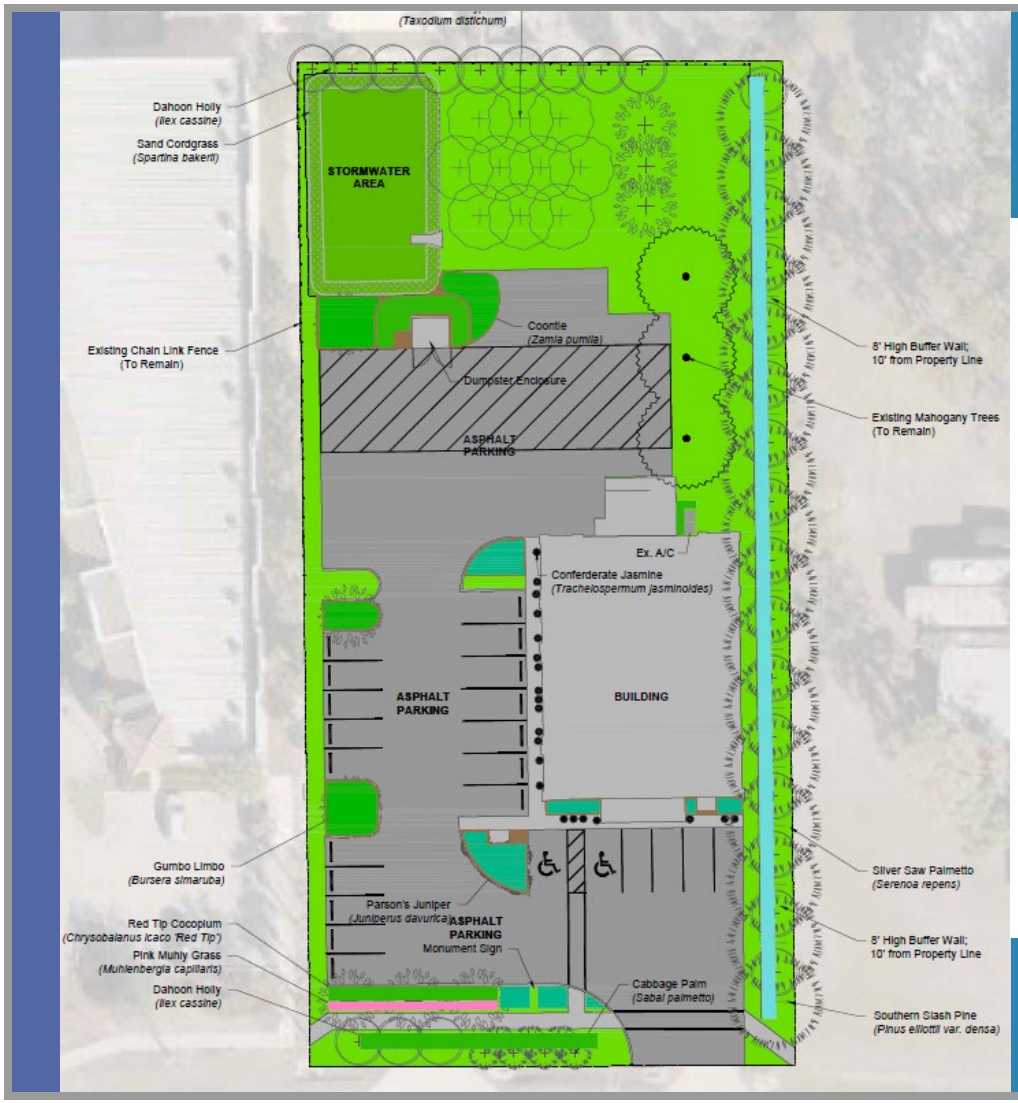


Color Rendered Landscape Plan

PLANT SCHEDULE

KEY	SYMBOL	QTY	SPECIES	PLANT TYPE	CATEGORY	NATIVE STATUS
PROPOSED TREES						
Bs		9	Gumbo Limbo, *Bursera simaruba*	CANOPY	VUA	YES
Ic		28	Dahoon Holly, *Ilex cassine*	CANOPY	BUF	YES
Pe		16	Southern Slash Pine, *Pinus elliottii var. densa*	CANOPY	BUF	YES
Sp		6 5	Cabbage Palm, *Sabal palmetto*	CANOPY	BUF (3:1) GEN	YES
Td		10	Bald Cypress, *Taxodium distichum*	CANOPY	BUF	YES
PROTECTED CREDIT TREES						
Sm		3	WEST INDIAN MAHOGANY, *Swietenia mahagoni*	CANOPY	GEN (1:5)	YES
TOTAL TREES		77	REVIEW PURPOSES ONLY: 85 = 68 + (6 @ 3:1) + (3 @ 1:5) [+6 Tree Credits]			
PROPOSED SHRUBS						
Ci		55 69	Red Tip Cocoplum, *Chrysobalanus icaco 'Red Tip'*	SHRUB	BUF VUA	YES
Jd		31 21	Parson's Juniper, *Juniperus davurica 'Parsonii'*	SHRUB	BPP VUA	YES
Mc		21	Muhly Grass, *Muhlenbergia capillaris*	GRASS	VUA	YES
Sb		107	Sand Cordgrass, *Spartina bakerii*	GRASS	VUA	YES
Sr		93	Silver Saw Palmetto, *Serenoa repens*	SHRUB	BUF	YES
Zp		97	Coontie, *Zamia pumila*	SHRUB	VUA	YES
TOTAL SHRUBS		494				
PROPOSED CLIMBING VINES						
Tj		21	Confederate Jasmine, *Trachelospermum jasminoides*	VINE	GEN	NO
---		---	Floratam Grass, *Stenotaphrum secundatum 'Floratam'*	LAWN	THROUGHOUT	YES

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Plant List

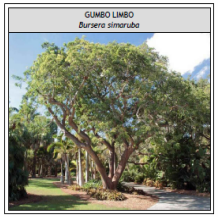
TREES











SHRUBS



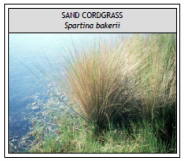




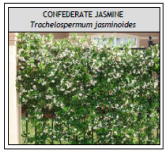


GRASSES

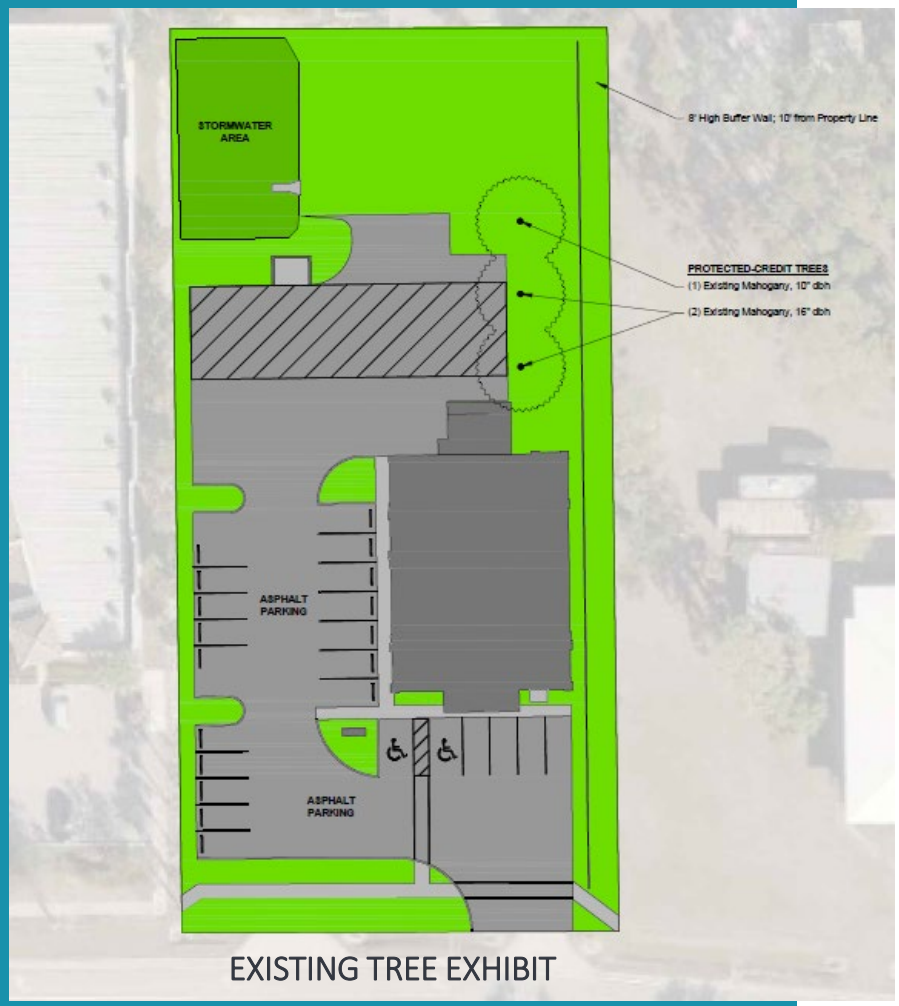




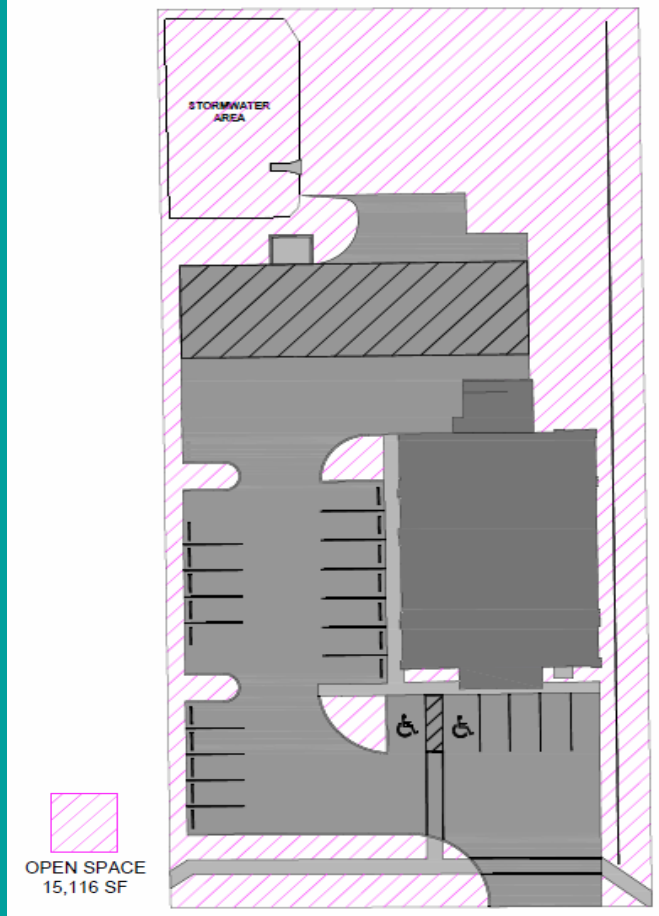
VINES



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EXISTING TREE EXHIBIT



OPEN SPACE DIAGRAM

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SOUTH



NORTH



EAST



WEST



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QUESTIONS

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

Village of Estero Emergency Response Plan

Description:

The Village of Estero does not currently have a formal and adopted emergency response plan. In anticipation of the upcoming hurricane season, staff were directed to develop a formal plan for consideration by the Village Council. Staff worked with Rostan, one of the Village's approved grant management consultants to create the attached draft plan.

The ERP is strategically oriented and addresses the operational concepts and responsibilities to coordinate emergency planning, response, relief, and recovery. The ERP describes the basic strategies, assumptions and mechanisms through which the Village shall mobilize resources and conduct activities to guide and support efforts for emergencies. This is done in concert with the Lee County's Comprehensive Emergency Management Plan (CEMP) which is in concert with the State of Florida's CEMP and the Federal Government's National Response Plan in order to establish a level of operational continuity.

After receiving feedback and input from Council, staff will finalize the document including legal review, and present the final plan for adoption through Resolution at the July 3rd Council meeting.

Financial Impact:

There is no financial impact associated with this workshop item.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Draft Emergency Response Plan

2024

Village of ESTERO

Emergency Response Plan

DRAFT

Table of Contents

Phases of Operation: **5**

Planning and Preparation *5*
Mayor and Village Council shall: 6
Village Manager shall: 7
Deputy Village Manager shall: 8
Village Clerk/Executive Assistant to Village Manager shall: 8
Public Works Director shall: 10
Community Development/Building Official shall: 10
Information Technology Department (IT) shall: 11
Finance Director shall: 11
Village Attorney shall: 11
Communications Specialist Contractor shall: 12
Village Staff shall: 12

Order of Succession *12*

Activation *14*
Mayor and Village Council shall: 14
Village Manager shall: 14
Deputy Village Manager shall: 15
Village Clerk/Executive Assistant to Village Manager shall: 15
Public Works Director shall: 15
Information Technology Department (IT) shall: 16
Finance Director shall: 16
Village Attorney shall: 16
Communications Specialist Contractor shall: 17
Village Staff shall: 17

Response *18*
Village Manager shall: 18
Deputy Village Manager shall: 18
Public Works Director shall: 19
Community Development Director shall: 19
Information Technology Department shall: 19
Communications Specialist Contractor shall: 20
Staff shall: 20

Recovery Phase *20*

Appendix A *22*

Appendix B *24*

Appendix C *25*

DRAFT

MISSION STATEMENT

The primary mission of the Village of Estero and all its employees is to work together with the Lee County Emergency Management and our local partners to coordinate a comprehensive emergency action response to protect the lives and property of the citizens of the Village of Estero, Florida.

The Village of Estero is a government entity that contracts with outside agencies and entities to accomplish many of its operational tasks.

As such, the Village maintains a limited number of staff who are not available to play a role beyond providing general oversight and direction in assisting Lee County Public Safety Officials and our local partners with pre-incident and post-incident emergency activities. The Village of Estero participates with Lee County Emergency Management and its partners to prevent, prepare for, respond to, recover from, and mitigate against both natural and man-made hazards.

Despite the limited staff, Village employees and elected officials still have a major role in the communication aspects of incident preparation and warning actions and determinations of evacuations and road closures. All staff shall be considered essential to the efforts made by the Village in emergency situations and all staff may be called on to assist others in positions outside their normal daily duties. Consistent with Chapter 252 of Florida Statue, the Village is authorized to declare a state of local emergency and to waive procedures and formalities otherwise required of municipalities to take whatever prudent action is necessary to ensure the health, safety, and welfare of the Village in the event of a state of local emergency.

- Yearly, prior to hurricane season, the Village Manager will meet with Department Directors and senior staff, to discuss the various responsibilities and to determine any changes that have arisen since the previous year.

- All staff members are responsible for reviewing this plan and for the information contained within. Directors will establish and maintain a list

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of personnel and their contact information, as well as a list of any employees who might require emergency or temporary lodging.

- Directors will make sure that any special needs of their employees are considered and addressed, and any required equipment or services are obtained and/or available if needed.

- Unless otherwise noted or communicated. the Village office, located at 9401 Corkscrew Palms Circle Estero, Fl 33928, operate as the Village Emergency Operations Center. The Village EOC will serve as the central point of operations for the Village to ensure timely and accurate communications, and decisive actions that may be needed to protect the Village and its citizens.

- This plan can be activated at any time deemed necessary if an event is going to impact the Village, i.e. parade, festival, large structure fire or collapse or any other event that will tax village staff, impact traffic patterns or any other event deemed applicable by the Village Manager or designee.

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Phases of Operation:

1. Planning and Preparation
    - Roles and responsibilities
    - Order of succession
2. Activation
    - Notification process
    - Employee tasks
3. Response
    - Search and Rescue
    - Initial Damage Assessments
    - Debris Operations
4. Recovery
    - Debris Monitoring
    - Public Assistance (PA) program
    - Incident response critique and any updates needed

Planning and Preparation

During the Planning phase, the following shall be completed prior to the start of hurricane season. Each shall be completed yearly, or more frequently if conditions warrant:

1. Village Manager will meet with department directors, and senior staff, to discuss the various responsibilities to determine any changes that have arisen since the previous year.

2. All staff members are responsible for reviewing this plan and for the information contained within. It is each Village staff members responsibility to keep their contact information updated.

3. Directors shall establish and maintain a list of personnel that report to them, along with their contact phone numbers, taking note of any

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special needs any employees who might require emergency or temporary shelter, special accommodations, etc.

4. Supplies shall be checked for completeness, and ensure nothing is expired, broken or damaged.

5. Review personal family plans, supply kits, etc., not forgetting any pets and their needs.

6. Review evacuation zones and routes and locations you and your family will evacuate to.

During the Preparation phase, Village staff shall complete the following task under their title. Understand that this communication is two-ways to ensure everyone has the most up-to-date information and if necessary, follow the order of succession if needed.

Mayor and Village Council shall:

- Keep Village Manager or designee advised of your intentions to stay or evacuate, contact information, and any evacuations planned during activation.

- Cancel scheduled appointments, meetings, workshops and special functions that conflict with the anticipated duration of the incident. Keep in mind, you may be able to keep a scheduled appointment or meeting, but staff and the public may need you or other attendees to concentrate on the emergency event.

- Advise the Village Manager of any necessary emergency policies related to the upcoming incident. The Village Manager shall work with the Village Attorney to determine if the policy is appropriate and if it can be implemented by the Village Manager by carrying out the emergency management powers pursuant to Florida Statute Chapter 252, or whether Village Council will need to adopt an emergency ordinance.

- Ensure all press releases and statements associated with an emergency event are prepared by the communications

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consultant, in coordination with the Village Manager, or designee. Care should be taken to ensure the message is specific to the Village, but also follows the message produced by Lee County Emergency Management. All press releases shall be approved for final content by the Village Manager or designee prior to publishing.

- Begin personal preparations associated with your household.

Village Manager shall:

- Follow Chapter 252, of the Florida Statutes, the Village manager shall declare a local state of emergency whenever a natural or manmade disaster or emergency has occurred, or whenever the occurrence or threat of an occurrence is imminent and requires immediate action. This should always mirror the message from Lee County Emergency Management.

  - The declaration will take the form of a Resolution and activate the Village's Emergency Response Plan

  - The emergency ordinance shall be plainly designated as an emergency ordinance and shall contain, after the enacting of the clause, a declaration stating that an emergency exists and describing the emergency in clear and specific terms. An emergency ordinance shall become effective upon adoption and automatically stand repealed as of the 61st day after the date on which it was adopted. This shall not prevent reenactment of an emergency ordinance under regular procedures, or if the emergency continues to exist, in the manner specified in this subsection.

- Keep apprised of weather conditions and all other pertinent information and events utilizing the briefings from Lee County Emergency Management, local weather forecast, etc.

- Maintain communications with the Mayor, Council and Directors as well as Lee County Emergency Management and Estero Fire Rescue, and issue pertinent public service

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announcements regarding volunteer evacuations as deemed necessary

- Ensure each council member has been assigned a contact person for each gated community for updates on electricity, water, flooding.

- Maintains communication with Lee County Emergency Operations Center and the Lee County Sheriff's Department to inform of their location if needed.

- Meet with all Village Directors to give updates and to activate this plan.

- Begin personal preparations associated with your household.

Deputy Village Manager shall:

- Maintain a close dialog with the Village Manager and Mayor, and perform duties as required.

- Participate in conference calls and engage in other communication with Lee County Emergency Management and shall advise Village Manager and Mayor accordingly.

- Maintain close communications with the Village Manager regarding staff oversight and assist Department Directors with overseeing staff.

- Begin personal preparations associated with your household.

Village Clerk/Executive Assistant to Village Manager shall:

- Ensure that all employees have essential I.D. badges showing they are response personnel for the Village.

- Identify, organize, and make safe, all-important files and paperwork, i.e. fireproof and waterproof safe or similar and elevated off the floor.

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- Ensure emergency contact information for all employees is up to date and available to Village Staff.

- Communicate with the Property Management Company:

  AJS Realty Group
  5020 Tamiami Trail
  N, Ste. 112, Naples, FL 34103
  Phone: 239-596-9500
  Emergency: 239-233-3388

- Distribute satellite telephone to assigned individuals as directed. Satellite telephone numbers are listed in Appendix C.

- Ensure Village Council and Directors have the access code for building external doors.

- Ensure that copies of corresponding Resolution are disseminated to all required parties.

- Unplug and protect electronic equipment and secure all files.

- Remove flags from buildings before storm.

- Purchase supplies as needed, i.e. bottled water, snacks, nonperishable food items for staff. Preparations to supply meals for staff once the response phase begins, should also take place at this time. This is for the safety of staff and limit exposure to hazards on the roadway.

- Reserve Rental Cars for damage assessments by Village staff as needed, preferable SUVs to assist traversing in minor flooding. This is since the Village doesn't staff vehicles for daily use.

- Obtain and share Right of Entry Perpetual Agreement

- Begin personal preparations associated with your household.

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Public Works Director shall:

- Monitor tides, water levels and all incoming weather reports.
- Confer with FDOT, Lee DOT and Lee County Sheriff's South Division, regarding continuing conditions of roadways, especially evacuation routes and whether and when road barricades are required to allow traffic to flow freely as possible.
- Maintain dialog with contractors and confirm the general status, anticipated activity, and availability of the contractors
- Evaluate and make plans for addressing any uncompleted projects and recommend measures both to protect the progress of those projects and sites are secured
- Determine areas of erosion and of potential erosion in pertinent areas.
- Determine all required equipment that will be needed (such as sandbags, fuel, etc.)
- Review status of all Village buildings and properties. Determine any necessary work or any necessary securing of buildings or properties that may be required
- Prepare all Village equipment that may be needed for incident and or storm recovery.
- Report any disabled traffic signals and assist in maintaining all signs and barricades
- Begin personal preparations associated with your household.

Community Development/Building Official shall:

- Begin investigating of all areas of private residential and commercial property and assisting in the issuance/execution of expedited permits and inspections.

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- Coordinate with contractors to ensure availability for response to assist in code enforcement and damage assessments.

- Begin personal preparations associated with your household.

Information Technology Department (IT) shall:

- Review IT disaster recovery plans for any required updates.

- Ensure emergency laptop is set up with correct forms and files that might be needed if network communications are limited.

- Coordinate with all departments to ensure off-site connectivity and data communication availability and required documents are available offline.

- Check and update equipment and software list.

- Contact vendors for availability of server, personal computers, and networking equipment.

- Assist with unplugging and protecting electronic equipment and secure all files.

- Work with Village Manager as directed.

- Begin personal preparations associated with your household.

Finance Director shall:

- Secure and locate all Village records, files, and financial software i.e. fireproof and waterproof safe or similar and elevated off the floor.

- Begin personal preparations associated with your household.

Village Attorney shall:

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- Prepare any necessary resolutions, declarations, or emergency orders.
- Review ordinances for sufficiency and advise Village Manager of any changes that may impact or be implicated by the incident or storm.
- Provide legal assistance for emergency ordinances, procurements, and other legal matters.
- Begin personal preparations associated with your household.

Communications Specialist Contractor shall:

- Work with the Village Manager and Mayor, Lee County Emergency Management and Estero Fire Rescue to coordinate public outreach.
- Review emergency communication protocols for uploading information to include reviewing the Village website, social media platforms and other media relations platforms.
- Work with Village Manager to develop any local messages as they relate to Village of Estero.
- Begin personal preparations associated with your household.

Village Staff shall:

- Begin personal preparations associated with your household.
- Assist with move items off the floor, unplug all unnecessary equipment and cover equipment with plastic sheeting.

Order of Succession

The following is the order of succession and shall be followed if required:

1. Village Manager
2. Mayor

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3. Vice Mayor
4. Council Member designated by the Village Council
5. ??????

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Activation

Once the decision is made to declare a local state of emergency, Village staff will move to the activation phase of this plan by resolution and activate the Village EOC. Once activated, normal work assignments will transition into final preparations prior to wind speeds reaching 40 miles per hour, sustained. With the centralized workforce, and to commit to the safety of Village staff, and complete the following tasks:

Mayor and Village Council shall:

- Declare a local state of emergency.
- Finalize any personal preparations associated with your household.
- Communicate to Village manager if they intend to evacuate or shelter in place and ensure contact information is updated.

Village Manager shall:

- Confirms with Communications Specialist Contractor that pertinent public service announcements regarding volunteer evacuations are published.
- Report to Lee County Emergency Operations Center, becoming primary Point of Contact (POC) between the Village and the EOC. The Village Manager may designate someone else for this position.
- Release all Village staff not reporting to Village EOC, of their normal duties, to ensure their emergency plans are completed.
- Maintains continuous communication with the Mayor, Village Council, outside agencies, media, and any organizations, as updates come from Lee County Emergency Management.

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- Ensure all personal preparations associated with your household are completed.

Deputy Village Manager shall:

- Maintain close dialog with the Village Manager and Mayor, and perform duties as required.
- Maintain close communications with the Village Manager and assist Department Directors with overseeing staff.
- Ensure all personal preparations associated with your household are completed.

Village Clerk/Executive Assistant to Village Manager shall:

- Confirm availability of any prearranged rooms at local hotels if required.
- Ensures that copies of Local State of Emergency Resolution are disseminated to all required parties.
- Ensure all personal preparations associated with your household are completed.

Public Works Director shall:

- Continue to confer with FDOT, Lee DOT and Lee County Sheriff's South Division, regarding continuing conditions of roadways, especially evacuation routes and whether and when road barricades are required to allow traffic to flow freely as possible.
- Observe roadway flooding and conditions and advise the mayor, and the Village Manager who will relay this information to Lee County Emergency Management.
- Confirm all county and Village construction projects are secure as possible.

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- Report any disabled traffic signals and assist in maintaining all signs and barricades until winds exceed 40 miles per hour sustained.

- Perform any duties as requested by the Village Manager

- Ensure all personal preparations associated with your household are completed

Information Technology Department (IT) shall:

- Ensure all computer equipment is secured, i.e. powered off, elevated off floors, and covered to protect from debris and water.

- Assist staff with any remote communication issues as necessary.

- Ensure all personal preparations associated with your household are completed.

Finance Director shall:

- Ensure Village credit cards have appropriate spending limits and increase any that are needed for emergency purchasing.

- Ensure all personal preparations associated with your household are completed

Village Attorney shall:

- Assist Communications Director with preparing public service announcements.

- Ensure all personal preparations associated with your household are completed

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Communications Specialist Contractor shall:

- Works with Village Manager to coordinate public outreach.
- Maintains contact and engages with other Public Information outreach efforts as directed.
- Ensure all personal preparations associated with your household are completed

Village Staff shall:

- Ensure all Village emergency procedures are completed, and all equipment is secured
- Ensure all personal preparations associated with your household are complete.

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Response

The response phase will begin once the wind speed decreases to 40 miles per hour sustained, or when deemed safe by the Village Manager.

The Village will engage in a coordinated effort to conduct a Village wide inspection to determine when the residents will be allowed to return to any evacuated areas of the Village. During this time, Village staff will carry out the following:

Village Manager shall:

- Ensure personal household and family are safe.
- Communicate with Mayor and Village Council, Village Attorney with updated information from Lee County Emergency Management, to include any emergency actions or needs, very preliminary damages, etc.
- Communicate with Assistant Village Manager, and all other department directors with updated information from Lee County Emergency Management, to include any emergency actions or needs, very preliminary damages, etc.
- Assist the Communications Specialist Contractor with preparation of public communications coordinated through the Lee County Emergency Operations Center.

Deputy Village Manager shall:

- Ensure personal household and family are safe.
- Assists Mayor and the Village Manager and Communications Director with any public address notices and communications if needed.
- Assist Mayor and the Village Manager with any evacuation orders that become necessary as situations change.

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- Ensure any search and rescue missions needed in the Village are communicated to Lee County EOC.

Public Works Director shall:

- Ensure personal household and family are safe.
- Coordinate with Lee County EOC with maintaining evacuation routes as needed.
- Coordinate with contractors to initiate initial damage assessments of Village structures. Village offices and buildings shall be inspected and evaluated for safe use. Village facilities are reopened as conditions and staff availability warrants.
- Coordinate with contractors to start debris removal and monitoring operations.

Community Development Director shall:

- Ensure personal household and family are safe.
- Begin Village wide preliminary damage assessment with assistance from appropriate contracts to ensure all damages are accounted for and documented.
- Assess the need to implement post disaster emergency permitting or any post disaster emergency policies and procedures are in place.

Information Technology Department shall:

- Ensure personal household and family are safe.
- Perform any assigned duties from the Village Manager and Mayor.
- Start damage assessments of equipment after uncovering and powering on any Village equipment.

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Communications Specialist Contractor shall:

- Ensure personal household and family are safe.
- Work with Village Manager and Mayor to continuously maintain and update messages through the various Village media outlets.

Staff shall:

- Ensure personal household and family are safe.
- Contact their director for response roll assignments.

Recovery Phase

The recovery phase will begin after all emergency operations have finished. During this time, Village staff, at the direction of their directors, will return to their normal work assignments.

Coordination between the Village and Lee County Emergency Operations Center will continue, to ensure the citizens are informed of any re-entry procedures, curfews, power and other utility restoration progress, road closures and detours, and any assistance available, i.e. Points of Distribution (PODs), Disaster Recovery Centers (DRC's), emergency shelter locations, faith-based assistance, etc.

Also, during the recovery phase, both Individual Assistance (IA) and Public Assistance (PA) will begin. IA is for individuals and families and will be available at the DRC's. PA is the assistance the Village will obtain directly from FEMA, with the assistance of their PA contractor, to assist in covering cost with the preparations for the disaster, the response to the disaster and the subsequent recovery.

Shortly after the start of the recovery phase, the Mayor and the Village Manager shall conduct a post-storm briefing with the Village Council and Department Directors to review the Villages response to the disaster and to make any updates to this plan as needed.

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This Emergency Action Plan is subject to change as the Village needs are determined and situations warrant.

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Appendix A

Personal Safety

One of the most important things you can do for the personal safety of you and your family is to have a disaster plan. The State of Florida, through the Florida Division of Emergency Management, offers an excellent website that can assist you in making a plan that will ensure you, your family, or your business associates will know what to do when an emergency occurs. The Federal Emergency Management Agency (FEMA) also maintains a helpful website.
Florida Division of Emergency Management: *www.floridadisaster.org*

Federal Emergency Management Agency (FEMA): *www.fema.gov*

Lee County Emergency Operations Center produces an All Hazards Guide that is loaded with information you and your family will need to maintain peace of mind during a stressful situation. Copies of this guide have been distributed to all Village employees and are also available in the lobby. Copies are produced in English, Spanish and Creole.

The federal government recommends gathering enough non-perishable supplies to last for a minimum of three to five days per person. A supply kit should also be prepared for family pets.

If you or any family members have medical concerns and are planning on going to a county special needs shelter, it will be necessary to pre-register. (Forms are available online at www.leeeoc.com).

NOTE: It is recommended that you discuss with your physician what precautions he/she wants you to take before any situation occurs.

We have created a list of important belongings/supplies that will help if you have to relocate to another area or if power is disrupted:

A minimum recommended supply list:

- Canned or non-perishable foods.
- Drinking water (one gallon per person per day) in sterile containers along with canned juices or non-alcoholic beverages.

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- A manual can opener.
- Baby needs such as diapers, formula, etc.
- Medications and prescriptions.
- First Aid kit.
- Battery operated radio and flashlights with extra batteries.
- Blankets, pillows, sleeping bags, and beach chairs.
- Sanitary supplies.
- Playing cards, books, magazines and small portable games.
- Road maps.
- Additional clothing.
- Pet food and supplies. (It should be noted that many shelters and hotels do not allow animals. Early determination of which hotels and shelters allow pets is imperative.

Other important items to gather are your important documents (birth certificates, passports, insurance policy, mortgages, and deeds, along with any paperwork that cannot be replaced or will be needed in a crisis). These papers should be gathered and maintained together prior to a disaster and should be kept in a waterproof container or large plastic zipper style bags.

NOTE: pursuant to Florida Statutes Section 252.363, a declaration of a state of emergency by the Governor tolls the period remaining to exercise rights under certain permits or other authorizations. The tolling is effective for the duration of the emergency declaration, and the period remaining to exercise the rights under a permit or other authorization is also extended for 6 months in addition to the tolled period. Property owners must meet certain requirements to take advantage of this extension and should work with Community Development to ensure compliance.

NOTE: the Florida Post Disaster Relief Act (Florida Statutes Section 252.515) protects persons from certain liability if they provide free services in good faith to first responders or the immediate family of first responders. Essentially, such persons will not be held liable for civil damages if they provide temporary housing, food, water, or electricity to first responders or their family in response to an emergency. However, this protection does not extend if the person is acting with reckless disregard for the consequences of another.

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Appendix B

Hotels in Estero

Hampton Inn & Suites
Pet Friendly
10611 Chevrolet Way, Estero, Florida

Embassy Suites by Hilton
Pets Allowed (conditions apply)
10450 Corkscrew Commons Dr
Estero Florida33928
833-449-1160

Hyatt Place Coconut Point
Pet Friendly
23120 Via Villagio
Estero, FL 33928

SpringHill Suites by Marriott
Pet Friendly
10370 Corkscrew Commons Drive
Estero, 33928

TownePlace Suites by Marriott
23161 Via Coconut Point
Estero, 33928

Residence Inn by Marriott
Pet Friendly
10054 Gulf Center Drive
Estero, FL 33913

- State Assistance Information Line (SAIL) hotline is: 1-800-342-3557

Websites: State Assistance Information Line | Florida Disaster

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Appendix C

(exempt from public record)

Satellite Phones

- Steve Sarkozy/Village Manager –1.417.614.5917
- Carol Sacco/Village Clerk/Executive Asst –1.469.552.2641
- Mary Gibbs/Community Development Director –1.470.517.6199
- David Willems/Public Works Director –1.360.685.7344
- Frank Canella/Public Works Tech –1.409.255.0575
- Robert Wiley/Public Works Program Mgr. –1.409.255.0575
- Kevin Greenville/Finance Director –1.409.255.0575

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WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 19, 2024

Agenda Item:

FEMA Update

Description:

The Village Council and community are very aware of the efforts to respond to the FEMA requests for information regarding Estero's administration of the FEMA Floodplain Management Program. The various levels of control of the National Flood Insurance Program (NFIP) determine the flood insurance discounts to homeowners and businesses under the Community Rating System (CRS). The grading system is on a 1 – 10 scale where a 1 is the best possible rating. The Village is at a "6" which results in a 20% reduction in flood insurance premiums.

Because of that discount the program is of considerable interest to the Village.

FEMA has made a preliminary determination that Estero is not managing the floodplain to the minimum standards of the program, thereby risking a "retro-grade" under the CRS program. Should this retro-grade occur the Village would go to a "10" rating, which keeps the Village in the NFIP program without any insurance premium discount.

The Village believes that it has properly administered the NFIP and should not be retro-graded.

In the spirit of full transparency, the Workshop item will essentially be the same presentation made by staff to the Region 4, FEMA Director on Tuesday, May 28th. The presentation will be posted on our website after the presentation.

Financial Impact:

There is no financial impact at this time

Prepared by: Steve Sarkozy

Attachment:

1. Operational Audit Presentation

Village of ESTERO

Operational Audit

Steve Sarkozy

June 19, 2024

Slide 1

Village of ESTERO

Letter



Village of ESTERO

Joanne Ribble
Vice Mayor
District One

Larry Fiesel
District Two

Jon McLain
Mayor
District Three

Lori Fayhee
District Four

Rafael Lopez
District Five

Jim Ward
District Six

George Zalucki
District Seven

Steve Sarkozy
Village Manager

Robert M.
Eschenfelder, Esq.
Village Attorney

June 7, 2024

Mr. Robert Samaan
Region 4 Administrator
FEMA Region IV
3003 Chamblee-Tucker Road
Atlanta, GA 30341

Re: Village of Estero Response to the FEMA April 8, 2024, Letter and Narrative

Dear Mr. Samaan:

Thank you for allowing us the opportunity to provide a narrative regarding the Village of Estero's proactive and comprehensive approach to floodplain management which goes far beyond the 62 properties in the FEMA identified list.

The Village is providing the following documentation to support our conclusion that we comply with FEMA's regulations and further that we have a very proactive floodplain management program that exceeds minimum requirements of the national Flood Insurance Program (NFIP). The information provided is as follows:

1. Narrative of Estero's compliance procedures and process, including its overall comprehensive approach to floodplain management.
2. Community Outreach/Communication – included in Narrative.
3. SOPs for floodplain management - included in Narrative.
4. Map series and other supporting documentation – attached to narrative.
5. List of properties determined to be substantially damaged – paper copies provided to FEMA (James Mascellino) under separate cover on May 3, 2024.
6. List of permits issued in SFHA as of April 8 – provided paper copy under separate cover to FEMA (James Mascellino) on May 13, 2024.
7. Copies of Elevation Certificates received as of April 8, 2024 – provided paper copies under separate cover to FEMA (James Mascellino) on May 10, 2024.
8. List of demolition permits issued in the SFHA as of April 8, 2024 – provided paper copy under separate cover to FEMA (James Mascellino) on May 24, 2024.
9. List of Code Violations/stop work orders as of April 8, 2024 – provided paper copies under separate cover to FEMA (James Mascellino) on May 18, 2024.

Additionally, documentation for the properties identified by FEMA was provided by paper copy to James Mascellino, in separate "batches" as requested by FEMA, as follows:

April 16, 2024 - 13 properties

April 30, 2024 - 10 properties

May 10, 2024 - 14 properties

May 17, 2024 - 12 properties

May 28, 2024 - 7 properties

May 31, 2024 - 7 properties

June 1, 2024 - 2 properties

The following narrative is intended to describe the proactive approach by the Village that was, and is, intended to comply with all federal, State, and local regulations, more specifically related to FEMA and the NFIP. Also, we will explain that the proactive approach by the Village has had the objective of reducing the risks associated with natural disasters for the protection of property and life, and to reduce financial risks for the property owners, residents, and FEMA. In short, it describes the consistent alignment of our local policies with those of FEMA while demonstrating compliance with NFIP standards.

We believe that we have supplied all of the information requested and remain available should you and your staff have any additional questions.

We believe in the approach of FEMA and are a willing local partner. We believe that you will see the true spirit of our policies. Moving forward, we would ask that FEMA help us improve any policy or procedure without penalizing the very community that clearly supports this common agenda.

Of course, we are available for any questions that you may have regarding any portion of the narrative.

Respectfully,

Steve Sarkozy,
Estero Village Manager

Attachment: Narrative

Village of Estero | 9401 Corkscrew Palms Circle | Estero, FL 33928 | Phone: 239.221.5035 | Fax: 239.494.5343 | www.Estero-fl.gov

Slide 2

Village of ESTERO

Narrative

VILLAGE OF ESTERO – NARRATIVE

(Provided to FEMA, June 7, 2024)

When asked about what should be included in this Narrative we were told to "cover the universe of what we do" as it relates to FEMA and the CRS program. Also, describe in detail "how our operation is consistent with the minimum standards of the NFIP. This Narrative is intended to cover that entire spectrum in defense of our program.

Thus, this report will cover a wide range of topics to provide the context and specifics of what we do in partnership with FEMA.

BACKGROUND ON ESTERO, FLORIDA

The Village of Estero is a relatively new community, only incorporated in 2015. As such, we are the 3rd newest Village, or City, in the State. The Incorporation was accomplished by an 85% plurality in the incorporation vote – the highest in any recent community-wide election and a true indication of the support for the Village among our community.

The Village has approximately 37,500 in population (60,000 in season). We have one of the lowest property tax rates in the State. We keep our property tax rate low as a benefit to all residents. We also operate on the principal of "Government Light"; with only 13 full-time employees. This formula allows us to direct financial resources on services, such as legacy property purchases, that benefit the community long-term.

The Village has also been proactive in its approach to the provision of services. Instead of managing Village services by political whim, we have adopted an approach of professional leadership whereby staff advises the Village Council utilizing "Master Plans" in each of our areas of operational responsibility. Thus, we have active Master Plans in the following functional areas:

- Parks and Open Space,
- Village Wide Transportation Study,
- Bike and Pedestrian Services,
- Community Comprehensive Plan and Land Development Code, and
- The Storm Water Master Plan

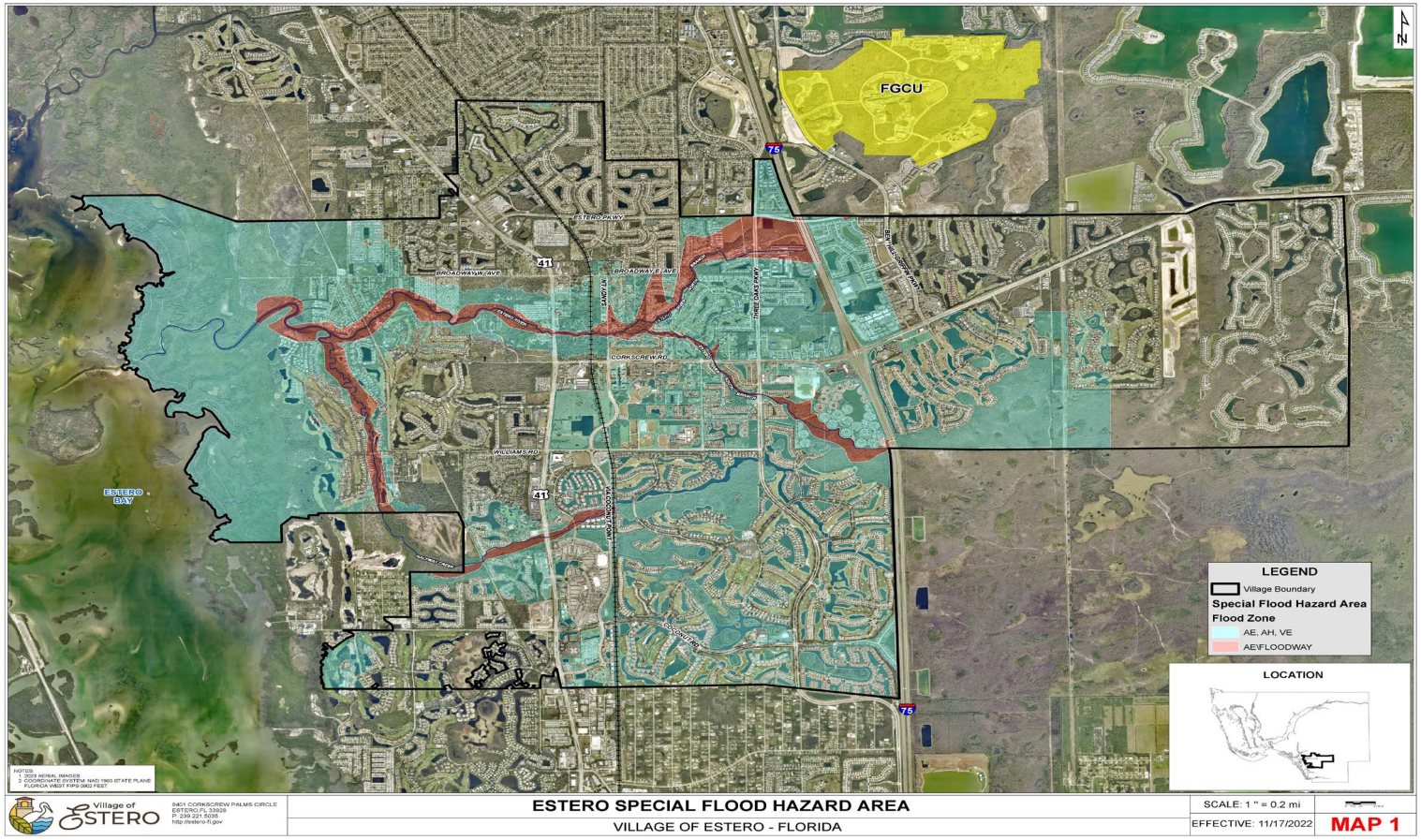
Of particular importance to this Narrative is the preparation and implementation of the Storm Water Master Plan. The entire focus of that Plan was, and is, to develop measures to protect people and property in the event of natural hazards, in particular major flooding and hurricanes.

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Slide 3

Village of ESTERO

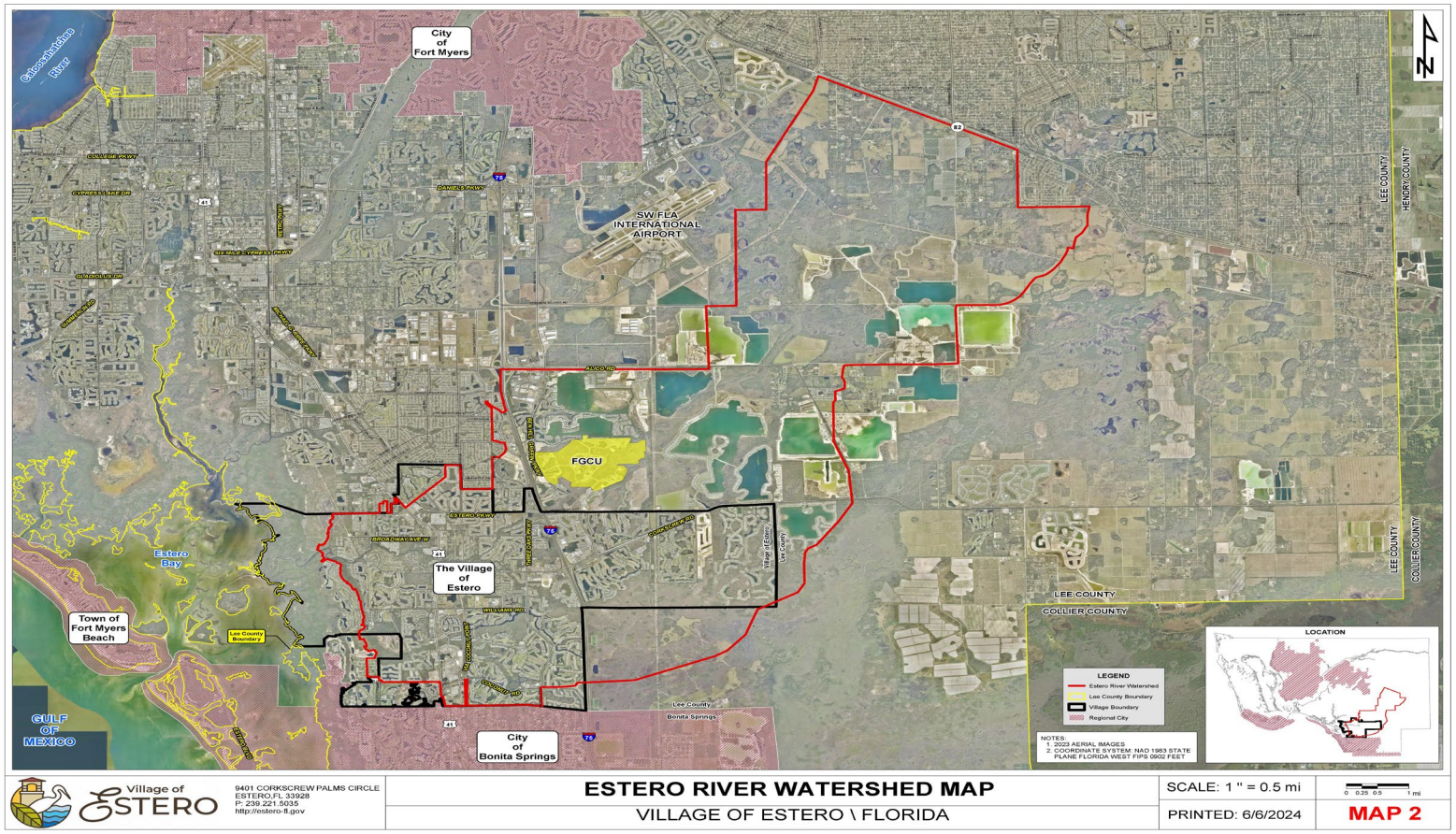
Special Flood Hazard Area Map 1



Slide 4

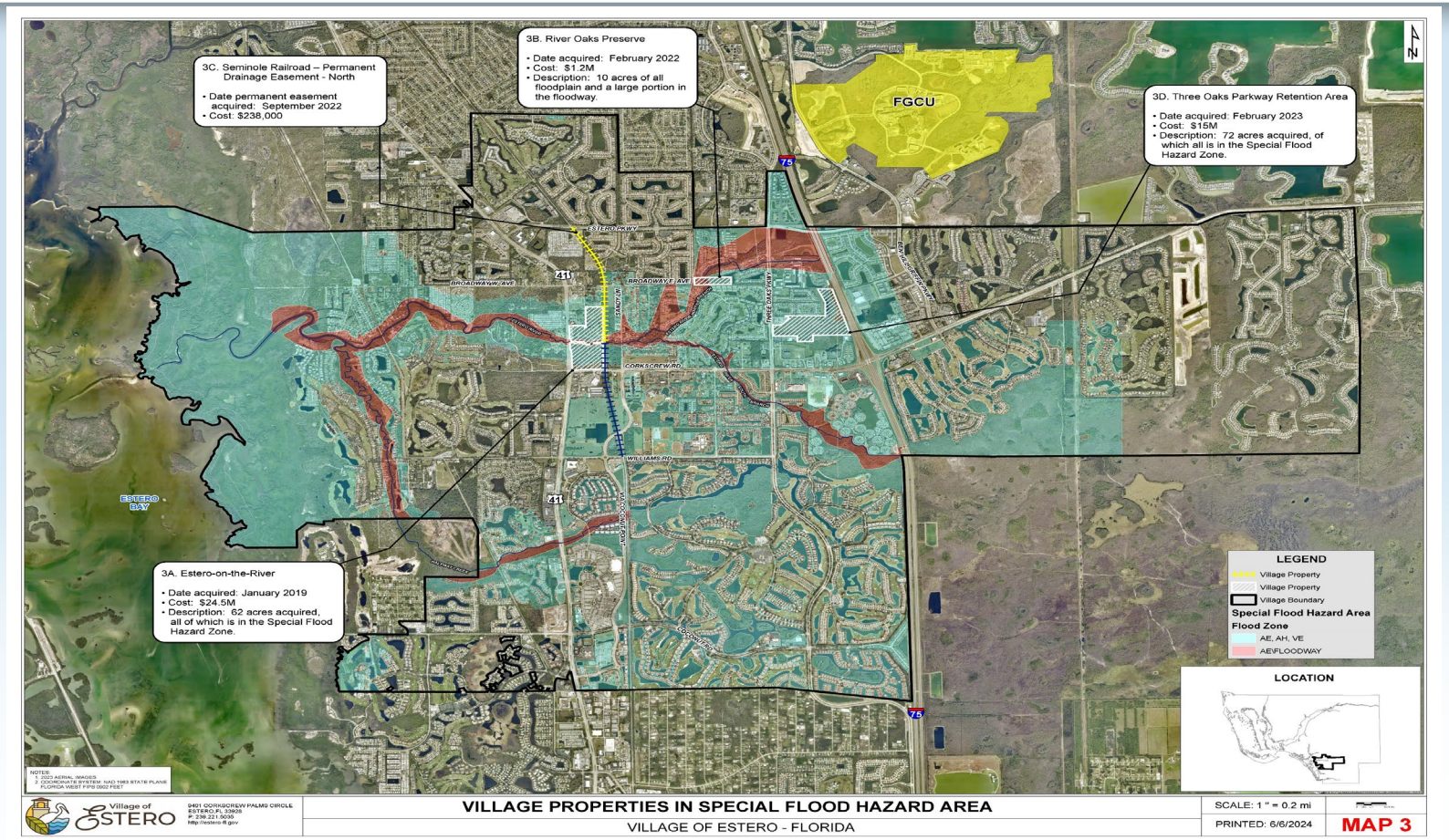
Village of ESTERO

Estero River Watershed Map 2



Slide 5

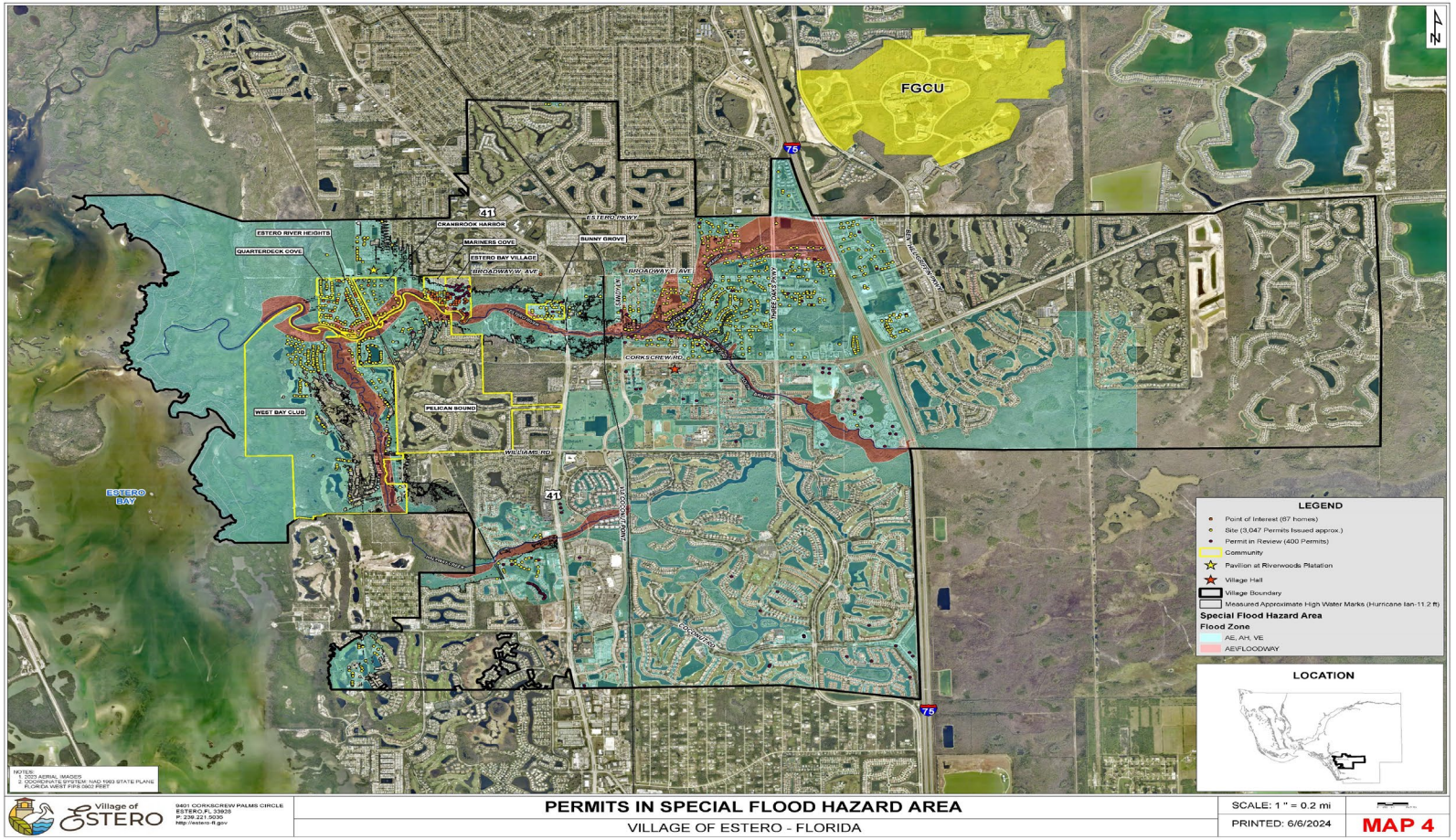
Village Properties in Special Flood Hazard Area Map 3



Slide 6

Village of ESTERO

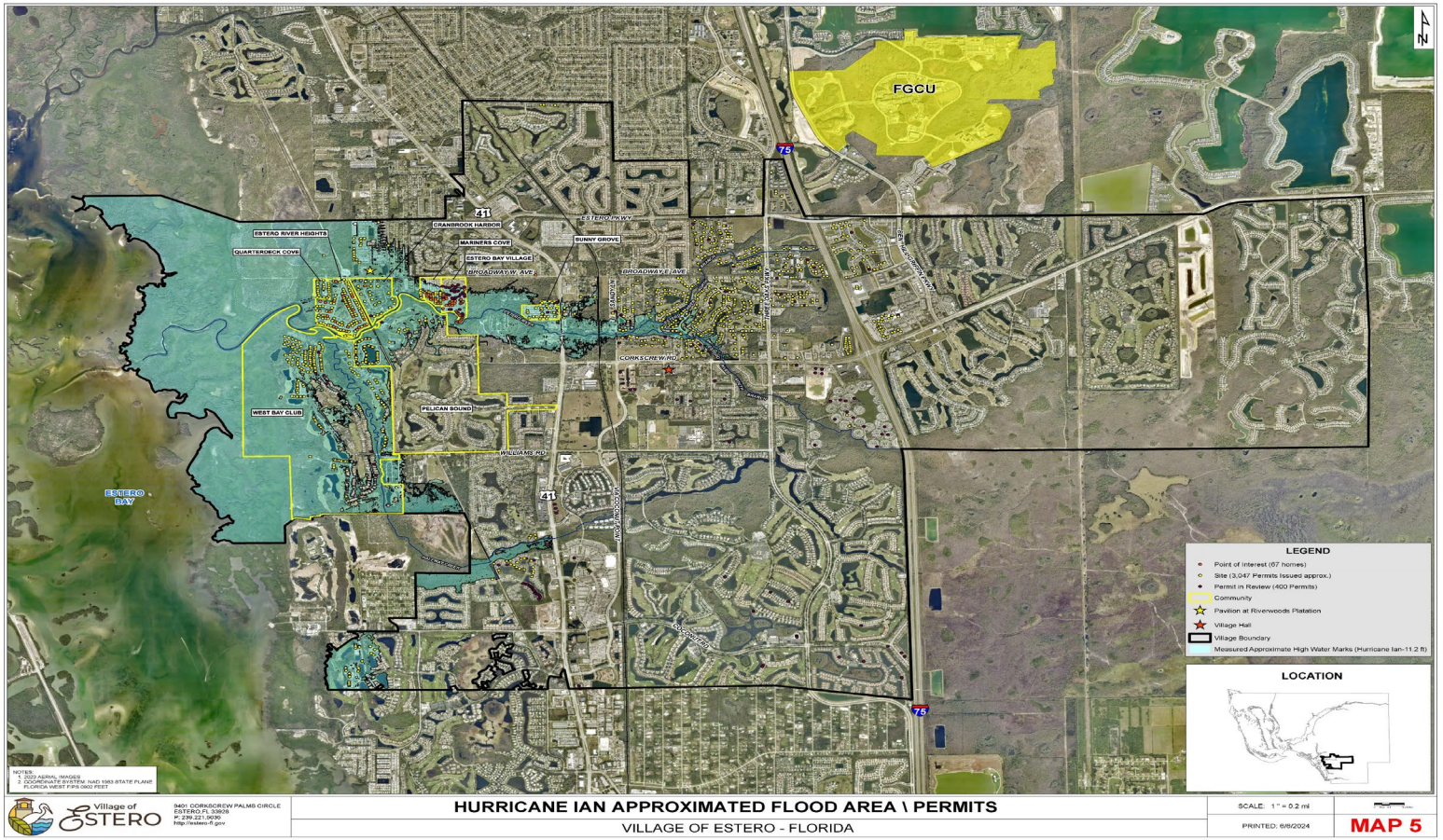
Permits in Special Flood Hazard Area Map 4



Slide 7

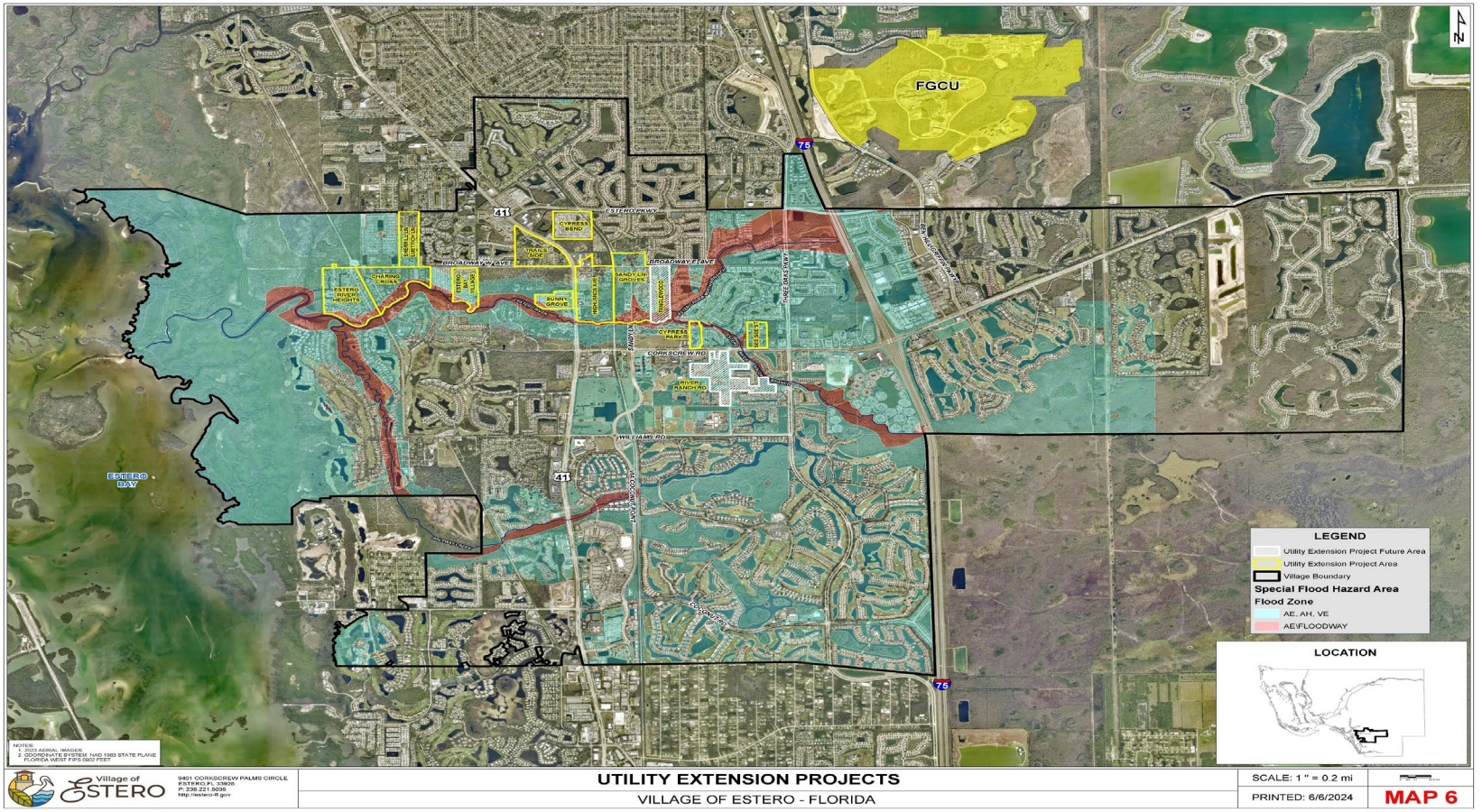
Village of ESTERO

Permits in Hurricane IAN Flood Area Map 5



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Utility Extension Projects (Septic to Sewer) Special Flood Hazard Area Map 6



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Village of ESTERO

CIP FY 2024-2025

Capital Improvement Plan - FY 2024-2025 **EXHIBIT "F"**

	Project Name	Estimated Project Cost	Funding Source	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Total Cost
Utility Improvements									
1	Package WWTP UEP Design & Permitting	$ 420,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
1			PA	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ 110,000	$ -	$ -	$ -	$ -	$ 110,000
2	Broadway W UEP Design & Permitting	$ 1,475,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2			PA	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 147,500	$ -	$ -	$ -	$ -	$ 147,500
3	Broadway E UEP Design & Permitting	$ 1,550,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3			PA	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ 697,500	$ -	$ -	$ -	$ -	$ 697,500
4	See See Street UEP Design & Permitting	$ 240,500	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
4			PA	$ -	$ -	$ -	$ -	$ -	$ -
4			GF	$ 48,100	$ -	$ -	$ -	$ -	$ 48,100
5	Cypress Park UEP Design & Permitting	$ 311,650	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
5			PA	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ 280,485	$ -	$ -	$ -	$ -	$ 280,485
6	Estero Bay Village UEP	$ 1,924,080	Grant - Reimburse	$ -	$ (962,040)	$ -	$ -	$ -	$ (962,040)
6			PA	$ -	$ -	$ (962,040)	$ -	$ -	$ (962,040)
6			GF	$ -	$ 1,924,080	$ -	$ -	$ -	$ 1,924,080
7	Sunny Groves UEP	$ 2,900,000	Grant - Reimburse	$ (1,450,000)	$ -	$ -	$ -	$ -	$ (1,450,000)
7			PA	$ -	$ (1,450,000)	$ -	$ -	$ -	$ (1,450,000)
7			GF	$ 2,900,000	$ -	$ -	$ -	$ -	$ 2,900,000
8	Cypress Bend UEP	$ 1,700,000	Grant - Reimburse	$ (850,000)	$ -	$ -	$ -	$ -	$ (850,000)
8			PA	$ -	$ (850,000)	$ -	$ -	$ -	$ (850,000)
8			GF	$ 1,700,000	$ -	$ -	$ -	$ -	$ 1,700,000

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5/10/2024

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Village of ESTERO

CIP FY 2024-2025 con't

Capital Improvement Plan - FY 2024-2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 24-25	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Total Cost
9	Estero River Heights UEP	$ 10,773,521	Grant - Reimburse	$ (4,750,000)	$ -	$ -	$ -	$ -	$ (4,750,000)
9			PA	$ -	$ (6,023,521)	$ -	$ -	$ -	$ (6,023,521)
9			GF	$ 10,773,521	$ -	$ -	$ -	$ -	$ 10,773,521
10	Charring Cross UEP	$ 5,497,502	Grant - Reimburse	$ (2,750,000)	$ -	$ -	$ -	$ -	$ (2,750,000)
10			PA	$ -	$ (2,747,502)		$ -	$ -	$ (2,747,502)
10			GF	$ 5,497,502	$ -	$ -	$ -	$ -	$ 5,497,502
11	Sherrill & Luetich UEP	$ 7,739,585	Grant - Reimburse	$ -	$ -	$ (7,739,585)	$ -	$ -	$ (7,739,585)
11			PA	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ 7,739,585	$ -	$ -	$ 7,739,585
12	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
12			PA	$ -	$ -	$ -	$ -	$ -	$ -
12			GF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -	$ (2,100,000)	$ -	$ -	$ -	$ (2,100,000)
13			PA	$ -	$ -	$ (2,100,000)	$ -	$ -	$ (2,100,000)
13			GF	$ -	$ 4,200,000	$ -	$ -	$ -	$ 4,200,000
14	Sandy Ln-Groves UEP	$ 5,160,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
14			PA	$ -	$ -	$ -	$ -	$ -	$ -
14			GF	$ -	$ -	$ -	$ -	$ -	$ -
15	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
15			PA	$ -	$ -	$ -	$ -	$ -	$ -
15			GF	$ -	$ -	$ -	$ -	$ -	$ -
16	See See Street UEP	$ 1,070,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
16			PA	$ -	$ -	$ -	$ -	$ -	$ -
16			GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Cypress Park UEP	$ 1,820,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
17			PA	$ -	$ -	$ -	$ -	$ -	$ -
17			GF	$ 272,000	$ -	$ -	$ -	$ -	$ 272,000
				$ 22,426,608	$ 6,124,080	$ 7,739,585	$ -	$ -	$ 36,290,273

Village of ESTERO

PROPERTY ACQUISITIONS & PERMANENT MAINTENANCE EASEMENTS

EXHIBIT "E"

PROPERTY ACQUISITIONS & **PERMANENT MAINTENANCE EASEMENTS**

Map "3.A": *Estero-on-the-River*
- Date acquired: January 2019
- Cost: $24.5M
- Description: 62 acres acquired, all of which is in the Special Flood Hazard Zone. 40 will be retained as Open Space – Parks Preserve.
- Development precluded: previously rezoned (by Lee County prior to our incorporation) with 300,000 square feet of commercial and 530 residential housing units

Map "3.B": *River Oaks Preserve*
- Date acquired: February 2022
- Cost: $1.2M
- Description: 10 acres of all floodplain and a large portion in the floodway; entire site to be held as Open Space – Park Preserve.
- Development precluded: Previously rezoned (by Lee County prior to our incorporation) with 40 housing units (all in the floodplain)

Map "3.C": *Seminole Railroad – Permanent Drainage Easement - North*
- Date permanent easement acquired: September 2022
- Cost: $238,000 one-time cost; annual cost to maintain = $100,000.
- Description: This ditch along the railroad tracks was never acquired or officially designated as part of the storm water channel – and, never maintained. The lack of maintenance led to substantial flooding during Hurricane IRMA, now corrected.

Map "3.D": *Three Oaks Parkway Retention Area*
- Date acquired: February 2023
- Cost: $15M
- Description: 72 acres acquired, of which all is in the Special Flood Hazard Zone. Entire site to be used for Open Space – Storm Water Detention Area that is designed to mitigate any future flooding in the immediate area.
- Development precluded: Previously rezoned (by Lee County prior to incorporation) and permitted for the removal of all on-site wetlands by the Lee County Public Schools for the potential development of 300 to 500 housing units (at only 6 to 8 units per acre)

PROPOSED PROPERTY ACQUISITIONS:

Map "3.E": Seminole Railroad – Permanent Drainage Easement – South
- Similar to Map 3.C above; in negotiation
- Expected date of completion: early 2025.

No map designation: Estero River Frontage Property Acquisitions
- Proposed acquisitions of multiple home sites along the River.
- Expected date of completion: efforts are on-going, yet unsuccessful to date.

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SUMMARY OF PROPERTY ACQUISITIONS:

144.5 acres acquired

All in the Special Flood Hazard Zone

Total cost of $40,700,000

Acquisitions by the Village prevented the impacts of previously permitted development activity including:
- **300,000 square feet of commercial development, and**
- **Between 870 and 1,070 additional housing units – all in the Special Flood Hazard Zone**

Entire cost of $40.7M paid entirely by the Village of Estero

No grants used in the purchase of property

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Village of ESTERO

CRS

6/11/24, 8:46 AM CIS: CRS What If

CRS What-If

Application | Contacts | Activity Points | Chronology | ECER Report Findings | Comments | What If | GTA

Community: ESTERO, VILLAGE OF
County: LEE COUNTY
State: FLORIDA
CID: 120260

Current CRS Class = 6 *[Printable Version]*

CRS Class		TOTAL	SFHA *	X-STD/AR/A99 **	PRP ***
	PIF	1,022	160	862	0
	PREMIUM	$704,187	$134,701	$569,486	$0
	AVERAGE PREMIUM	$689	$842	$661	$0
09	Per Policy	$39	$53	$37	$0
	Per Community	$40,057	$8,419	$31,638	$0
08	Per Policy	$47	$105	$37	$0
	Per Community	$48,476	$16,838	$31,638	$0
07	Per Policy	$56	$158	$37	$0
	Per Community	$56,894	$25,256	$31,638	$0
06	Per Policy	$95	$210	$73	$0
	Per Community	$96,952	$33,675	$63,277	$0
05	Per Policy	$103	$263	$73	$0
	Per Community	$105,371	$42,094	$63,277	$0
04	Per Policy	$111	$316	$73	$0
	Per Community	$113,790	$50,513	$63,277	$0
03	Per Policy	$120	$368	$73	$0
	Per Community	$122,209	$58,932	$63,277	$0
02	Per Policy	$128	$421	$73	$0
	Per Community	$130,627	$67,350	$63,277	$0
01	Per Policy	$136	$474	$73	$0
	Per Community	$139,046	$75,769	$63,277	$0

* SHFA (Zones A, AE, A1-A30, V, V1-V30, AO, and AH): Discount varies depending on class.

** SFHA (Zones A99, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO): 10% discount for Classes 1-6; 5% discount for Classes 7-9.

*** Preferred Risk Policies are not eligible for CRS Premium Discounts.

https://isource.fema.gov/cis/crswhatif.action 1/1

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Village of ESTERO

Website

FEMA OPERATIONAL AUDIT - Village of Estero, FL (estero-fl.gov)

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Village of ESTERO

QUESTIONS?

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