



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
NOVEMBER 6, 2024, 09:30 AM



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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
November 6, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Father Hugh McGuigan Our Lady of Light

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. October 16, 2024 Village Council Meeting Minutes

Attachment: [10162024_Minutes.pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Approval of Special Magistrate Services Agreement

Recommended Action

Motion to approve Special Magistrate Services Agreement Between the Village of Estero and Patrick Neale, Esq.

Financial Impact

The Special Magistrate will be paid \$200 per hour.

Attachment: [SS Magistrate Appointment.pdf](#)

Attachment: [Estero Spec Mag K Executed 2024.pdf](#)

Attachment: [Patrick H Neale Resume 2-18 RFP 18-7298 copy k.pdf](#)

b. Agreement between the Village of Estero and the Estero Forever Foundation for Management of the Happehatchee Complex

Recommended Action

Motion to approve the Agreement Between the Village of Estero and the Estero Forever Foundation for Management of the Happehatchee Complex, and to authorize the Village Manager to execute the agreement.

Financial Impact

The financial arrangement with the outgoing provider is somewhat more complex than the flat fee provided in the new agreement with the Foundation, but overall, the Village is not expected to spend more under the new agreement than it spends under the current agreement.

Attachment: [SS Agreement VOE and EFF Happehatchee complex.pdf](#)

Attachment: [Estero Forever Foundation Happehatchee Agreement _003_.pdf](#)

c. Interlocal Property Sale Agreement Between Lee County and Village of Estero

Recommended Action

Motion to approve the Interlocal Agreement between the Village and County for acquisition of County park land.

Financial Impact

At closing, the Village will pay the County \$700,000 as required in the agreement. These funds are available in the current Estero Capital Improvement Program. This amount has been part of the staff and Council discussions for the last several months.

In addition, it is understood that the Village will have additional commitments required by this agreement. These major commitments include:

1. The Village is required to provide and maintain recreational fields, as currently provided by the County, for the groups listed in Exhibit "D" of the agreement, with all costs borne by the Village.
2. The Village will be required to relocate, at our expense, the County maintenance facility currently on the property to a location immediately north of the new property line. The cost of this relocation is estimated at around \$1M.

These on-going costs have been factored into our Sports Park Master Plan and are not anticipated to create any new/unbudgeted impact on the Village's adopted budget.

Attachment: [SS Interlocal Agreement LC and VOE.pdf](#)

Attachment: [Interlocal Agreement.pdf](#)

Attachment: [Legal Description of County land to be acquired _002_.pdf](#)

d. Brooks Community Development District Interlocal Agreement -- Three Oaks Parkway Paths.

Recommended Action

Motion to approve the Interlocal Agreement with The Brooks Community Development District (CDD) for improvements to the Three Oaks Parkway paths and authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary which do not increase cost above \$380,000.

Financial Impact

The financial impact of the Interlocal agreement will be less than \$380,000, unless additional funds are approved by The Village Council. Unallocated general funds will be used to fund this project.

Attachment: [SS Brooks CDD Interlocal Agree-Three Oaks Pkwy.pdf](#)

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

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

Attachment: [03-Interlocal Agreement.pdf](#)

e. Corkscrew Road Corkscrew Road CMAR Contract Guaranteed Maximum Price (GMP) Addendum No. 01

Recommended Action

Motion to approved Contract Number 24005 GMP Addendum No. 01 in the amount of \$21,468,380.20 with Wright Construction for the construction of the Corkscrew Road pathway, lighting, and landscaping improvements.

Instruct Village Staff and Wright Construction to remove the proposed landscaping and irrigation along the sides of Corkscrew Road and reduce the addendum to reflect the change in project scope.

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

Financial Impact

The contract's financial impact is \$21,468,380.20 (cost includes a 7.5% contingency). Funds in the Corkscrew Road Pathways, Landscaping, & Street Lighting Project Fiscal Year 2024-2025 budget (\$10.5 Million) and unallocated general funds will be used to fund this contract.

The 5-year CIP allocated \$10.5 million in both the Fiscal Year 2024- 2025 budget and the Fiscal Year 2025-2025 budget for the project for a total of \$21.0 million.

Attachment: [SS Corkscrew Rd CMAR GMP Addendum Agenda Summary.pdf](#)

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

Attachment: [02 Roadway Plans.pdf](#)

Attachment: [03 Landscape Plans.pdf](#)

Attachment: [04 Corkscrew Rd GMP Addendum.pdf](#)

f. Estero on River Construction Manager at Risk Contract Guaranteed Maximum Price (GMP) Addendum No. 01

Recommended Action

Motion to approve Contract Number 240004 GMP Addendum No. 01 in the amount of \$7,365,316 with Manhattan Construction for the construction of the Estero on the River Phase 1 improvements.

Approve a \$553,000 contingency for additional service that may be required to complete the project.

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

Financial Impact

Exhibit D of the proposed Addendum is the proposed project schedule. The contract documents indicate the project will achieve substantial completion within 328 days of notice to proceed.

Attachment: [SS EOR Phase 1 GMP Contract.pdf](#)

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

Attachment: [02-Site Plan.pdf](#)

Attachment: [03 Manhattan GMP Addendum.pdf](#)

Attachment: [03-Exhibit A Document Log.pdf](#)

Attachment: [03-Exhibit B Allowances.pdf](#)

Attachment: [03-Exhibit C CandA.pdf](#)

Attachment: [03-Exhibit D Schedule.pdf](#)

Attachment: [03-Exhibit E Alternates.pdf](#)

Attachment: [03-Exhibit G Affidavit of no Conflict.pdf](#)

Attachment: [03-Exhibit K Bid Recap.pdf](#)

g. Williams Road Easement Acquisition Services Contract

Recommended Action

Approve EC 2024-06 STA -07 in the amount of \$97,500 for Florida Acquisition & Appraisal Inc. to provide acquisition services for the Williams Road ditch.

Approve a \$9,750 contingency for additional services that may be required to complete the project.

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

Financial Impact

The financial impact of this contract is up to \$107,500 (contract amount plus 10% contingency).

This will be funded using unallocated general funds.

Attachment: [SS-WilliamsRdAcquisitionContract.pdf](#)

Attachment: [01-EC 2024-06 STA 07 Williams Rd.pdf](#)

Attachment: [02-Loc Map.pdf](#)

h. Block Lane Easement Acquisition Services Contract

Recommended Action

Approve EC 2024-06 STA-06 in the amount of \$60,600 for Florida Acquisition & Appraisal Inc. to

provide property acquisition services for Block Lane right of way.

Approve a \$6,000 contingency for additional services that may be required to complete the project.

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

Financial Impact

The financial impact of this contract is up to \$66,600 (contract amount plus 10% contingency).

This will be funded using the Fiscal Year 2023-2024 unallocated general funds.

Attachment: [SS-BlockLnAcquisitionContract.pdf](#)

Attachment: [01-EC 2024-06 STA 06.pdf](#)

Attachment: [02-Loc Map.pdf](#)

7. SECOND READING AND PUBLIC HEARING

a. 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 and Landscape Irrigation Conservation Measures 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

Motion to approve Ordinance No. 2024-09.

Financial Impact

Minor cost for newspaper advertisement for second reading.

Attachment: [SS 11-6-24 Public Hearing Ordinance 2024-09 Water Supply Facilities Work Plan.pdf](#)

Attachment: [1 CPA2024-01 Council Staff Report 11-6-24 Water Supply Facilities Work Plan.pdf](#)

Attachment: [1 a SFWMD Response 7-2024.pdf](#)

Attachment: [2 Ordinance 2024-09 Second Reading 10-year water supply10-21-24 Draft.pdf](#)

Attachment: [2 a Attach A 2024 10-Year WSWFP Clean-10-17-2024.pdf](#)

b. Second Reading of Ordinance No. 2024-15 regarding Declarations of Local Emergencies

An Ordinance of the Village Council of the Village of Estero, Florida, Creating Article II of Chapter 2 of the Village Code Regarding Security of and Trespasses from Village Properties and Facilities; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Motion to approve Ordinance No. 2024-15.

Financial Impact

Minor cost for newspaper advertisement for second reading.

Attachment: [SS Trespass Ord.pdf](#)

Attachment: [1 Ord No. 2024-12 Village Property Security and trespass Policies.pdf](#)

Attachment: [2 Estero Trespass Procedure.pdf](#)

Attachment: [3 Estero Trespass Warning Form.pdf](#)

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

11.WORKSHOPS

a. Capital Improvement Plan (CIP) Priorities Discussion

Attachment: [SS Estero CIP Priorities Discussion.pdf](#)

Attachment: [CIP 24-25 Priorities.pdf](#)

b. FEMA UPDATE

Attachment: [SS FEMA Nov 6 2024 Council _003_.pdf](#)

Attachment: [FEMA Update Council Workshop 11.6.24.pdf](#)

12.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, NOVEMBER 6, 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.

09:30:28 >>Mayor McLain: GOOD MORNING.
09:30:30 I'D LIKE TO START THE NOVEMBER 6, 2024, 9:30 VILLAGE COUNCIL
09:30:39 MEETING TO ORDER.
09:30:40 [SOUNDING GAVEL]
09:30:40 I'D LIKE TO ALSO REMIND EVERYBODY THAT IF YOU HAVE A
09:30:44 TELEPHONE OR A BUZZING ELECTRONIC DEVICE, PLEASE TURN IT OFF
09:30:48 DURING THE MEETING.
09:30:49 SHOULD I START OVER AGAIN, MAYBE?
09:30:58 CAN YOU HEAR ME ALL RIGHT?
09:30:59 I HAD IT TURNED OFF.
09:31:03 WE'LL START THAT AGAIN.
09:31:07 GOOD MORNING.
09:31:07 I WOULD LIKE TO CALL THE NOVEMBER 6, 2024, 9:30 VILLAGE
09:31:12 COUNCIL MEETING TO ORDER.
09:31:13 AND ALSO REMIND ANYBODY THAT HAS GOT AN ELECTRONIC DEVICE,
09:31:19 PLEASE TURN THAT OFF.
09:31:20 THEN IF YOU ARE GOING TO BE SPEAKING AT THE MEETING TODAY,
09:31:22 PLEASE MAKE SURE, UNLIKE I DID AT THE BEGINNING OF THE

09:31:25 MEETING, THAT YOU ARE CLOSE TO THE MICROPHONE SO PEOPLE CAN
09:31:28 ACTUALLY HEAR YOU BECAUSE WE ACTUALLY RECORD THESE FOR
09:31:31 ANYBODY THAT WANTS TO SEE THESE MEETINGS AT ANOTHER TIME.
09:31:37 TODAY MARKS THE TEN YEARS SINCE THE VILLAGE OF ESTERO
09:31:40 ACTUALLY, OUR CITIZENS VOTED FOR US TO BECOME AN
09:31:46 INCORPORATED AREA.
09:31:47 IT'S REALLY A MONUMENTAL EVENT FOR US.
09:31:54 THE FOLKS VOTED TEN YEARS AGO, 81% OF THE POPULATION WANTED
09:31:57 TO BECOME A VILLAGE AND UNDER COUNCIL LEADERSHIP.
09:32:01 I THINK ALL OF YOU KNOW THERE'S BEEN A LOT GOING ON IN THE
09:32:04 LAST TEN YEARS.
09:32:08 WITH EVERYTHING GOING ON LAST NIGHT AND THE LIKE, I DECIDED
09:32:12 WE SHOULD MAYBE NEXT MEETING GET SOME OF THE FOLKS THAT HAVE
09:32:15 BEEN INVOLVED IN THE DEVELOPMENT OF THE VILLAGE OF ESTERO
09:32:18 HERE, MAYBE CONGRATULATE THEM AND WE'LL HAVE A LITTLE
09:32:20 SHINDIG MAYBE WITH THOSE IN THERE.
09:32:22 WITH NO FURTHER ADO, I'LL ASK FATHER HUGH TO COME UP AND DO
09:32:32 THE INVOCATION.

09:32:33 THANK YOU, FATHER.
 09:32:39 >> GOOD MORNING, ALL.
 09:32:43 IN THANKS GIVING TO THE LORD FOR OUR ELECTION PROCESS LAST
 09:32:46 NIGHT AND FOR TEN YEARS OF A SUCCESSFUL VILLAGE, LET US TAKE
 09:32:52 A MOMENT IN SILENCE THIS MORNING TO LIFT UP TO THE LORD OUR
 09:32:57 PRAISE AND OUR THANKS FOR HIS PRESENCE AMONG US.
 09:33:01 HEAVENLY FATHER, WE ARE MINDFUL THAT WHEN TWO OR THREE ARE

 09:33:11 GATHERED IN YOUR NAME, YOU ARE HERE IN OUR MIDST.
 09:33:16 COME, DEAR LORD THIS DAY AND UPON THIS COUNCIL, GIVE THEM
 09:33:20 THE COURAGE AND THE STRENGTH THEY NEED EACH DAY TO CONTINUE
 09:33:24 TO LEAD YOUR PEOPLE OF ESTERO INTO THE BRIGHT LIGHT OF THE
 09:33:32 FUTURE.
 09:33:32 YES, WE'VE SEEN MUCH GROWTH IN THIS AREA IN THE LAST TEN
 09:33:36 YEARS AS ONE OF YOUR LEADERS OF YOUR FLOCK, YOUR FAITHFUL
 09:33:43 FLOCK, I SEE THE GROWTH AS I DRIVE OUT CORKSCREW TO VISIT MY
 09:33:49 PEOPLE.
 09:33:51 I AM MINDFUL OF THE BLESSINGS YOU HAVE BESTOWED UPON THIS
 09:33:55 COMMUNITY.
 09:33:56 MAY CONTINUE TO SHOWER YOUR LOVE UPON US ALL, CONTINUE TO
 09:34:00 GROW, AND THAT WE MAY CONTINUE TO PROVIDE FOR THE CITIZENS
 09:34:06 WHO WE WERE ELECTED TO SERVE.
 09:34:07 WE PRAY THIS IN YOUR NAME LORD JESUS, AMEN.
 09:34:15 >>Mayor McLain: THANK YOU, FATHER.
 09:34:16 PLEASE JOIN US IN THE PLEDGE OF ALLEGIANCE.
 09:34:18 [PLEDGE OF ALLEGIANCE]
 09:34:31 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:34:41 >>Vice-Mayor Ribble: HERE.
 09:34:42 >>Larry Fiesel: HERE.
 09:34:43 >>Mayor McLain: HERE.
 09:34:45 >>Lori Fayhee: HERE.
 09:34:47 >>Rafael Lopez: HERE.
 09:34:48 >>Jim Ward: HERE.

 09:34:50 >>George Zalucki: HERE.
 09:34:52 >>Mayor McLain: THANK YOU.
 09:34:52 NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
 09:34:55 DOES ANYBODY HAVE ANY ADDITIONS, DELETIONS OR CHANGES?
 09:34:58 I SEE NONE.
 09:35:00 I'LL TAKE A MOTION TO ACCEPT THE AGENDA.
 09:35:05 >>Larry Fiesel: I'LL MAKE A MOTION, MR. MAYOR.
 09:35:07 >>Mayor McLain: COUNCILMAN FIESEL MADE THE MOTION.
 09:35:09 SECONDED BY COUNCILPERSON FAYHEE.
 09:35:11 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
 09:35:13 >>Larry Fiesel: AYE.
 09:35:16 >>Lori Fayhee: AYE.
 09:35:17 >>Rafael Lopez: AYE.
 09:35:18 >>Jim Ward: AYE.

09:35:20 >>George Zalucki: AYE.
 09:35:21 >>Vice-Mayor Ribble: AYE.
 09:35:22 >>Mayor McLain: AYE.
 09:35:23 NOW WE WILL OPEN THE MEETING TO PUBLIC COMMENT ON ITEMS THAT
 09:35:28 ARE NOT ON THE AGENDA.
 09:35:31 MADAM CLERK?
 09:35:32 >>Carol Sacco: WE HAVE NONE, MAYOR.
 09:35:34 >>Mayor McLain: GOOD.
 09:35:35 MAYBE GOOD.
 09:35:36 WE DON'T HAVE ANY AIR-CONDITIONER, SO WE DON'T WANT TO GET
 09:35:40 TOO WARM IN HERE, SO WE'LL MOVE AS QUICK AS WE CAN.

 09:35:43 NEXT ON THE AGENDA IS THE CONSENT AGENDA, 4A, THE OCTOBER 16
 09:35:47 MINUTES.
 09:35:48 ANY COUNCIL MEMBERS HAVE ANY CHANGES, DELETIONS?
 09:35:50 I DON'T THINK I SEE A HAND UP.
 09:35:54 I WILL NOW ENTERTAIN A MOTION.
 09:35:55 >>Vice-Mayor Ribble: SO MOVED.
 09:35:56 >>Mayor McLain: VICE-MAYOR HAS MADE THE MOTION AND SECONDED
 09:35:58 BY COUNCILMAN ZALUCKI.
 09:36:01 MADAM CLERK, PLEASE CALL THE ROLL.
 09:36:04 >>George Zalucki: AYE.
 09:36:05 >>Jim Ward: AYE.
 09:36:07 >>Rafael Lopez: AYE.
 09:36:09 >>Lori Fayhee: AYE.
 09:36:10 >>Larry Fiesel: AYE.
 09:36:11 >>Vice-Mayor Ribble: AYE.
 09:36:13 >>Mayor McLain: AYE.
 09:36:13 NEXT ON THE AGENDA IS ITEM 6A, APPROVAL OF SPECIAL
 09:36:17 MAGISTRATE SERVICES AGREEMENT.
 09:36:19 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
 09:36:22 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:36:24 WE USE A SPECIAL MAGISTRATE TO HANDLE CODE ENFORCEMENT
 09:36:28 ISSUES.
 09:36:30 WE'RE WELL SERVED BY BOB PRITT WHO IS THE FORMER CITY
 09:36:36 ATTORNEY IN NAPLES AND SERVED AS OUR INTERIM CITY ATTORNEY
 09:36:39 FOR A PERIOD OF TIME.

 09:36:42 OCCASIONALLY, IT IS NECESSARY TO HAVE A BACKUP.
 09:36:45 OUR CURRENT CITY ATTORNEY, ROB ESCHENFELDER, HAS GONE OUT
 09:36:49 AND FOUND A PERSON.
 09:36:49 I WOULD LIKE TO TURN IT OVER TO ROB FOR A DESCRIPTION.
 09:36:53 >>Robert Eschenfelder: THANK YOU, MANAGER.
 09:36:56 MAYOR AND COMMISSIONERS, AS YOU KNOW, PART OF WHAT I
 09:36:58 DISCUSSED WITH THE COMMISSION BEFORE IS THAT IT'S IMPORTANT
 09:37:00 FOR US TO HAVE AT LEAST TWO MAGISTRATES UNDER CONTRACT AT
 09:37:04 ANY ONE TIME BECAUSE THERE COULD BE A CONFLICT.
 09:37:06 SOMEBODY HAS TO RECUSE THEMSELVES, SOMEBODY ON VACATION,

09:37:10 ILLNESS.
 09:37:11 BECAUSE A LOT OF WHAT WE DO IS ACCESS TO A MAGISTRATE, HOW
 09:37:16 WE PROVIDE YOU PROCESS, WE HAVE TO BE ABLE TO PROVIDE THAT
 09:37:19 DUE PROCESS.
 09:37:19 HAVING ONE IS JUST A DANGER THAT WE WOULD BE WITHOUT.
 09:37:22 SO WITH THE PASSING OF OUR FIRST MAGISTRATE SOME WEEKS AGO,
 09:37:28 WE ARE LEFT ONLY WITH MR. PRITT.
 09:37:31 SO I SURVEYED THE COMMUNITY AND LOOKED FOR SOMEONE -- TRIED
 09:37:36 TO FIND SOMEONE EXPERIENCED AND QUALIFIED.
 09:37:38 AND MR. PATRICK NEALE, WHO IS IN THE AUDIENCE TODAY, FITS
 09:37:41 THAT BILL.
 09:37:42 AND HE WAS WILLING TO SERVE.
 09:37:46 YOU ALL HAVE HIS RESUM BEFORE YOU.
 09:37:49 IF YOU HAVE QUESTIONS, YOU CAN ASK HIM ABOUT HIS
 09:37:51 QUALIFICATIONS.

09:37:51 I DO RECOMMEND THAT YOU APPOINT HIM AS AN ADDITIONAL
 09:37:54 MAGISTRATE FOR THE VILLAGE.
 09:37:56 >>Mayor McLain: THANK YOU.
 09:37:57 DOES COUNCIL HAVE ANY QUESTIONS, COMMENCE?
 09:38:00 >>Jim Ward: DO WE HAVE A GUESSTIMATE OR IDEA OF HOW MANY
 09:38:04 HOURS WE WOULD ANTICIPATE A MONTH?
 09:38:07 >>Steven Sarkozy: FOR THIS ASSISTANT?
 09:38:09 >>Jim Ward: YEAH.
 09:38:10 >>Steven Sarkozy: I DON'T ANTICIPATE MANY AT ALL.
 09:38:12 BOB PRITT HAS BEEN REALLY AVAILABLE QUITE FREQUENTLY, MOST
 09:38:16 OF THE TIME THAT WE'VE NEEDED HIM.
 09:38:18 BUT BOB IS RETIRED, AND HE DOES A LOT OF TRAVELING.
 09:38:22 IT'S JUST IN THE EVENT THAT HE'S NOT AVAILABLE THAT WE'VE
 09:38:24 GOT A BACKUP.
 09:38:25 >>Jim Ward: THANK YOU.
 09:38:27 >>Robert Eschenfelder: TO FOLLOW UP ON THAT, ESTERO HAS
 09:38:31 HISTORICALLY HAD NOT A GREAT NUMBER OF MAGISTRATE HEARINGS.
 09:38:36 MANY OF THE CODE VIOLATIONS THAT WE HAVE ARE RESOLVED BY OUR
 09:38:40 CODE MANAGER AND OUR TEAM, WHICH IS THE BEST WAY, OF COURSE,
 09:38:43 TO HAVE THAT OCCUR.
 09:38:45 IN COMING AND LOOKING AT WHAT'S GOING ON WITH HOW WE ARE
 09:38:49 HAVING TO RESPOND TO THE FEMA EXAMINATION AND SOME OF THOSE
 09:38:53 ISSUES WE'RE ABOUT TO PUT OUT ANOTHER COUPLE HUNDRED LETTERS
 09:38:56 I BELIEVE.
 09:38:57 I ANTICIPATE AT LEAST IN THE NEAR TERM THAT THERE WILL

09:39:01 PROBABLY BE AN INCREASE IN ACTIVITY THAT'S NEEDED UNTIL ALL
 09:39:04 OF THAT WORKS THROUGH THE SYSTEM.
 09:39:05 >>Jim Ward: THANK YOU.
 09:39:06 >>Mayor McLain: ANY OTHER QUESTIONS?
 09:39:08 IF NOT, WE'LL OPEN THIS TO PUBLIC COMMENT ON THIS ITEM.
 09:39:12 ANYONE SIGNED UP TO SPEAK?

09:39:14 >>Carol Sacco: NO ONE SIGNED UP AND NO E-COMMENTS.
 09:39:16 >>Mayor McLain: THANK YOU.
 09:39:17 I WILL NOW ENTERTAIN A MOTION TO APPROVE THIS ASSIGNMENT.
 09:39:22 >>Rafael Lopez: SO MOVED.
 09:39:23 >>Mayor McLain: COUNCILMAN LOPEZ HAS MADE THE MOTION.
 09:39:25 SECONDED BY COUNCILMAN WARD.
 09:39:27 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:39:30 >>Larry Fiesel: AYE.
 09:39:32 >>Lori Fayhee: AYE.
 09:39:34 >>Rafael Lopez: AYE.
 09:39:35 >>Jim Ward: AYE.
 09:39:37 >>George Zalucki: AYE.
 09:39:37 >>Vice-Mayor Ribble: AYE.
 09:39:39 >>Mayor McLain: AYE.
 09:39:40 NEXT ITEM ON THE AGENDA IS 6B, AGREEMENT BETWEEN THE VILLAGE
 09:39:45 OF ESTERO AND THE ESTERO FOREVER FOUNDATION FOR MANAGEMENT
 09:39:48 OF THE HAPPEHATCHEE COMPLEX.
 09:39:51 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
 09:39:53 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

 09:39:55 IT WAS ABOUT FIVE OR SIX YEARS AGO WE PURCHASED THE ESTERO
 09:40:00 ON THE RIVER PROPERTY.
 09:40:01 THAT'S THE 62.5-ACRE PARCEL THAT'S AT THE CORNER OF
 09:40:05 CORKSCREW ROAD AND U.S. 41.
 09:40:09 WHEN WE PURCHASED THAT PROPERTY, BEING GOVERNMENT LIGHT, WE
 09:40:13 WERE KIND OF IN A PANIC.
 09:40:14 WE NEEDED SOMEBODY TO HELP MANAGE THAT PROPERTY.
 09:40:20 JUST REAL QUICKLY WE BROUGHT IN THE YMCA AS OUR MANAGING
 09:40:25 PARTNER ON THAT.
 09:40:26 WE PAID THEM ON A MONTHLY BASIS AND, FRANKLY, THEY DID A
 09:40:30 GREAT JOB MANAGING THAT AND HAVE CONTINUED TO DO THAT ON AN
 09:40:36 ONGOING BASIS.
 09:40:37 THEY HAVE BEEN A GREAT PARTNER.
 09:40:40 THEY HAVE DONE PROGRAMMING THERE.
 09:40:42 THEY HAVE HELPED MAINTAIN THE HAPPEHATCHEE CENTER.
 09:40:48 AT THE SAME TIME, WHEN WE PURCHASED THE GOLF COURSE, THE
 09:40:51 ESTERO FOREVER FOUNDATION STEPPED IN AND HELPED US MANAGE
 09:40:56 THAT AND THE ESTERO FOREVER FOUNDATION IS A GROUP THAT WAS
 09:40:59 FORMED AGAIN ABOUT FIVE YEARS AGO WITH THE IDEA OF CREATING
 09:41:04 VOLUNTEERISM AND A COMMUNITY FOUNDATION TO SERVE ESTERO.
 09:41:11 SO AT THIS TIME, WE'RE JUST LOOKING AT A VERY RESPECTFUL AND
 09:41:19 POSITIVE TRANSITION WHERE THE YMCA MOVES ON TO BIGGER AND
 09:41:25 BETTER THINGS HOPEFULLY YET IN ESTERO.
 09:41:27 WE'RE TALKING TO THEM ABOUT OTHER MANAGEMENT OPPORTUNITIES.
 09:41:34 BUT THE ESTERO FOREVER FOUNDATION IS PREPARED TO STEP IN AND

 09:41:38 BE THE MANAGER AT THE ESTERO ON THE RIVER PROPERTY UTILIZING
 09:41:44 THE HAPPEHATCHEE CENTER FOR VOLUNTEER ACTIVITIES AND DOING

09:41:48 CERTAIN PROGRAMMING AND MAINTENANCE OF THAT SITE IN
 09:41:52 PARTNERSHIP WITH THE VILLAGE.
 09:41:53 SO THIS IS REALLY A GOOD OPPORTUNITY FOR THE VILLAGE TO
 09:42:01 PROMOTE A GROUP THAT IS FOCUSED ENTIRELY ON ESTERO FOR A
 09:42:09 NOMINAL AMOUNT PER MONTH THEY'LL MAINTAIN THAT ENTIRE
 09:42:13 PROPERTY, PROMOTING VOLUNTEER OPPORTUNITIES AND PROGRAMMING
 09:42:17 THAT HELPS ESTERO RESIDENTS.
 09:42:21 AGAIN, THEY HAVE DONE A GREAT JOB AT THE GOLF COURSE AND
 09:42:24 HAVE A POT OF MONEY THAT THEY CAN USE TO BEGIN PROMOTING
 09:42:29 OTHER ACTIVITIES.
 09:42:29 WE'RE ALSO HOPING THAT THE YMCA WILL CONTINUE TO LOOK AT
 09:42:37 ESTERO FOR OTHER OPPORTUNITIES.
 09:42:41 WE'VE DISCUSSED WITH THEM THE POSSIBILITIES AT THE SPORTS
 09:42:46 PARK EITHER AS A TENANT IN PARTNERSHIP WITH THE VILLAGE AS A
 09:42:50 PUBLIC-PRIVATE PARTNER OR POSSIBLY EVEN AS OUR PRIMARY
 09:42:55 MAINTENANCE PARTNER FOR THE SPORTS PARK.
 09:43:00 THIS IS NOT A WIN-LOSE.
 09:43:03 IT'S TOTALLY A WIN-WIN-WIN.
 09:43:06 THE YMCA IS FULLY UNDERSTANDING OF THIS TRANSITION.
 09:43:13 IN FACT, WHEN WE BROUGHT THEM IN FIVE OR SIX YEARS AGO, WE
 09:43:18 OUTLINED FOR THEM THE STEPS THAT WOULD BE INVOLVED AND THEY
 09:43:24 WERE COMFORTABLE WITH IT THEN AND THEY ARE COMFORTABLE WITH
 09:43:26 IT TODAY.

 09:43:27 WE LOOK FORWARD TO HAVING TWO GREAT GROUPS OUT THERE WORKING
 09:43:32 AS OUR PARTNERS IN THE COMMUNITY.
 09:43:33 SO YOUR ACTION TODAY WOULD SIGN AN AGREEMENT WITH THE ESTERO
 09:43:42 FOREVER FOUNDATION AND THEIR LEADERSHIP AND BOARD ARE
 09:43:46 PREPARED TO PROCEED WITH THIS PROJECT IN THE BEST INTEREST
 09:43:50 OF THE COMMUNITY.
 09:43:53 >>Mayor McLain: THANK YOU, STEVE.
 09:43:54 ANY QUESTIONS FROM COUNCIL?
 09:43:55 YES, VICE-MAYOR.
 09:43:57 >>Vice-Mayor Ribble: JUST A COMMENT.
 09:43:58 I'M HAPPY TO SEE THIS AGREEMENT COME FORWARD.
 09:44:00 THE ESTERO FOUNDATION HAS BEEN GREAT PARTNERS WITH US IN THE
 09:44:03 PAST AND I KNOW THEY WILL BE GREAT PARTNERS WITH US IN THE
 09:44:07 FUTURE.
 09:44:07 STEVE, ARE THERE A CERTAIN AMOUNT OF HOURS PER MONTH
 09:44:10 REQUIRED TO BE ON THE PROPERTY OR IS IT THEIR DISCRETION?
 09:44:12 >>Steven Sarkozy: IT'S AT THEIR DISCRETION.
 09:44:14 RIGHT NOW THERE'S NOT A LOT OF ACTIVITY THERE AT THE SITE
 09:44:18 OTHER THAN THE SPECIAL PROGRAMMING, LIKE YOGA, OR THINGS AT
 09:44:24 THE WORKOUT CENTER THERE.
 09:44:27 THERE WILL BE MORE ACTIVITY AS THEY BRING IN PROGRAMS AT THE
 09:44:33 MAINTENANCE FACILITY THAT'S THERE.
 09:44:34 THAT CAN BE USED AS A GARDENING CENTER.
 09:44:36 ALSO AT THE HAPPEHATCHEE CENTER, AND THEN LATER ON IN THIS

09:44:41 AGENDA, YOU'RE LOOKING AT APPROVING OR CONSIDERING THE FIRST

09:44:46 PHASE OF DEVELOPMENT AT THE ESTERO RIVER PARK, WHICH WOULD
09:44:50 INCLUDE THE TRAILS AND SO FORTH.

09:44:51 AND THEN THERE ARE, OF COURSE, OPPORTUNITIES TO ENHANCE THE
09:44:56 TRAIL AS WELL.

09:44:57 >>Vice-Mayor Ribble: THANK YOU.

09:44:59 >>Jim Ward: STEVE, YOU REFERENCED THE PROGRAMS AT THE YMCA,
09:45:03 PARTICULARLY THE SUMMER PROGRAMS WITH THE CHILDREN IN THE
09:45:06 AREA.

09:45:06 WILL THAT CONTINUE UNDER THE AGREEMENT?

09:45:09 >>Steven Sarkozy: THAT CAN CERTAINLY CONTINUE WITH THE YMCA.
09:45:15 WE'RE ENCOURAGING THE YMCA TO WORK WITH THE ESTERO FOREVER
09:45:18 FOUNDATION TO CONTINUE THOSE PROGRAMS THAT MAKE SENSE.
09:45:20 YOU KNOW, THAT ARE FINANCIALLY FEASIBLE.

09:45:26 I THINK THEY'VE ALREADY HAD CONVERSATIONS.

09:45:30 >>Jim Ward: WE ANTICIPATE THE YMCA STILL BEING INVOLVED IN
09:45:33 THE PROCESS?

09:45:34 >>Steven Sarkozy: ABSOLUTELY.

09:45:35 >>Jim Ward: THANK YOU.

09:45:36 >>Mayor McLain: ANY OTHER QUESTIONS?

09:45:37 IF NONE --

09:45:40 >>Lori Fayhee: SORRY.

09:45:41 WITH YOU SAYING THE YMCA WILL STILL BE INVOLVED, IS THERE
09:45:46 STILL A PRICE FOR THAT OR --

09:45:49 >>Steven Sarkozy: THE YMCA WILL WORK WITH THE ESTERO FOREVER
09:45:55 FOUNDATION TO RENT, YOU KNOW, THE SPACE AS NEEDED.

09:46:00 AND THEN THE YMCA HAS HAD A CHARGE FOR SOME OF THEIR
09:46:08 PROGRAMS, LIKE THE GIRL SCOUTS AND THE GIRLS RECREATION WEEK
09:46:15 THAT'S BEEN OVER THERE DURING THE SUMMER, THE SUMMER CAMP.
09:46:20 SO WE PRESUME A LOT OF THAT WILL CONTINUE AS LONG AS IT'S
09:46:26 FINANCIALLY FEASIBLE FOR THE YMCA.

09:46:29 >>Lori Fayhee: THANK YOU.

09:46:32 >>George Zalucki: I WANT TO SPEAK ON BEHALF OF SUPPORTING
09:46:34 THIS AGREEMENT.

09:46:35 I READ IT THOROUGHLY.

09:46:36 I KNOW THAT THE ESTERO FOREVER FOUNDATION, THE PRESIDENT IS
09:46:39 IN THE AUDIENCE TODAY.

09:46:40 I DO KNOW THAT THE BOARD VOTED IN FAVOR OF MOVING FORWARD
09:46:43 WITH THIS AS WELL.

09:46:43 SO THIS IS ANOTHER EXAMPLE OF GREAT COLLABORATION BETWEEN
09:46:47 ONE OF OUR NONPROFITS IN THE VILLAGE OF ESTERO.

09:46:49 I'M SUPER EXCITED ABOUT THINGS TO COME.

09:46:52 SO THANK YOU.

09:46:53 >>Mayor McLain: THANK YOU.

09:46:54 NO OTHER QUESTIONS, WE'LL OPEN IT UP FOR PUBLIC COMMENT.

09:46:57 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.

09:46:59 >>Mayor McLain: NO COMMENTS, THEN I WILL ENTERTAIN A MOTION
 09:47:02 TO APPROVE THIS ITEM.
 09:47:03 COUNCILMAN ZALUCKI HAS MADE THE MOTION.
 09:47:07 SECONDED BY COUNCILMAN LOPEZ.
 09:47:08 MADAM CLERK, PLEASE CALL THE ROLL.

09:47:11 >>George Zalucki: AYE.
 09:47:12 >>Jim Ward: AYE.
 09:47:14 >>Rafael Lopez: AYE.
 09:47:16 >>Lori Fayhee: AYE.
 09:47:18 >>Larry Fiesel: AYE.
 09:47:19 >>Vice-Mayor Ribble: AYE.
 09:47:19 >>Mayor McLain: AYE.

09:47:20 NEXT ON THE AGENDA IS ITEM 6C, INTERLOCAL PROPERTY SALE
 09:47:26 AGREEMENT BETWEEN LEE COUNTY AND THE VILLAGE OF ESTERO.
 09:47:28 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
 09:47:30 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:47:33 THIS IS PART OF OUR ONGOING EFFORT.
 09:47:37 IT'S TAKEN ABOUT 3.5, 4 YEARS TO ASSEMBLE THE PROPERTY WEST
 09:47:42 OF THE HIGH SCHOOL.
 09:47:46 FOR THE BENEFIT OF THE PUBLIC, WE HAVE A 99-YEAR LEASE FOR
 09:47:51 52.84 ACRES THAT IS OWNED BY THE COUNTY SCHOOLS WHERE THE
 09:48:00 VILLAGE IS GOING TO BE BUILDING ITS SPORTS PARK.
 09:48:03 IN ADDITION TO THAT, WE HAVE THE 21.22 ACRES THAT THE
 09:48:06 VILLAGE HAS PURCHASED FROM PRIVATE PROPERTY OWNERS.
 09:48:10 AND THAT'S WHERE THE PRIVATE DEVELOPMENT WILL OCCUR -- THE
 09:48:15 HIGH 5, PICKLEBALL FACILITY, AND POSSIBLY OTHER
 09:48:19 PUBLIC-PRIVATE PARTNERSHIPS.
 09:48:21 THE LAST ELEMENT IN THIS ASSEMBLAGE IS THE 25.5 ACRES THAT
 09:48:27 IS BEFORE YOU HERE FOR COUNCIL ACTION WHERE THE VILLAGE IS
 09:48:32 PROPOSING TO PURCHASE OUTRIGHT FROM THE COUNTY THAT 25.5

09:48:37 ACRES FOR \$700,000.
 09:48:39 ALL OF THIS, THEN, PROVIDES US JUST SLIGHTLY UNDER 100
 09:48:45 ACRES, WHICH WOULD BECOME OUR SPORTS PARK.
 09:48:49 AND THE SPORTS PARK WOULD BE ALL OF THE ACTIVE TYPE OF
 09:48:54 RECREATION, SPORTS FIELDS, AND THEN THE PRIVATE DEVELOPMENT,
 09:49:01 LIKE PICKLEBALL AND OTHER ELEMENTS THAT WE'LL TRY TO SECURE
 09:49:06 IN THE COMING MONTHS FOR THE REMAINDER OF THE SITE.
 09:49:12 COLLECTIVELY, THIS HUNDRED ACRES WAS TARGETED AFTER WE DID
 09:49:17 OUR PARKS AND OPEN SPACE MASTER PLAN.
 09:49:21 THE PARK AND OPEN SPACE MASTER PLAN IDENTIFIED THIS AS OUR
 09:49:24 SPORTS HUB, AND WE'VE BEEN FOLLOWING THAT PLAN AND
 09:49:30 ATTEMPTING TO ASSEMBLE THIS PROPERTY SINCE THAT PLAN WAS
 09:49:34 DONE ABOUT FIVE YEARS AGO.
 09:49:36 AS YOU MAY KNOW, WE'RE GOING THROUGH A WHOLE PLANNING
 09:49:42 PROCESS.
 09:49:43 WE JUST HAD A PUBLIC FORUM ON THAT TWO WEEKS AGO, AND WE

09:49:47 HAVE ANOTHER PUBLIC FORUM ON THE MASTER PLAN FOR THIS SITE
 09:49:52 COMING UP ON NOVEMBER I THINK 18th, BUT LATER IN NOVEMBER.
 09:49:57 THE 25 ACRES FOR \$700,000 AS A REAL ESTATE TRANSACTION IS
 09:50:05 REALLY A GOOD DEAL; HOWEVER, THERE IS A GLITCH -- NOT A
 09:50:09 GLITCH, A PIECE THAT I WOULD BE REMISS IF I DIDN'T REMIND
 09:50:13 YOU.
 09:50:14 THE COUNTY HAS A NUMBER OF AGREEMENTS WITH YOUTH GROUPS TO
 09:50:22 UTILIZE FIELDS ON THIS SITE.
 09:50:26 AS A CONDITION OF GETTING THIS PROPERTY FOR A RELATIVELY LOW

 09:50:29 DOLLAR AMOUNT WE'LL BE OBLIGATED TO CONTINUE TO SUPPLY THE
 09:50:35 FIELDS FOR THOSE GROUPS.
 09:50:36 THOSE GROUPS SERVE ESTERO RESIDENTS, BUT ALSO RESIDENTS FROM
 09:50:43 OUTSIDE OF THE COMMUNITY.
 09:50:46 WE THINK THIS IS STILL A VERY GOOD SITUATION FOR THE VILLAGE
 09:50:54 AND ONE WHERE WE'LL BE ABLE TO BETTER SERVE ESTERO RESIDENTS
 09:51:00 WELL INTO THE FUTURE.
 09:51:03 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
 09:51:07 IT WAS CONSIDERED YESTERDAY BY THE LEE COUNTY BOARD, AND I
 09:51:11 THINK THE MAYOR WAS THERE, AND THIS WAS APPROVED BY THE
 09:51:14 BOARD BY UNANIMOUS VOTE.
 09:51:19 >>Mayor McLain: THANK YOU, STEVE.
 09:51:20 ANY QUESTIONS FROM COUNCIL?
 09:51:23 >>Larry Fiesel: I HAVE ONE QUESTION, STEVE.
 09:51:24 EXHIBIT C, THE SPORTS GROUP AGREEMENTS THAT ARE IN PLACE
 09:51:28 THAT WE'RE GOING TO ASSUME, ARE ALL OF THE FOLKS LISTED ON
 09:51:33 THERE -- THERE'S SIX IN THE FIRST GROUP AND EIGHT IN THE
 09:51:35 SECOND -- ARE ALL OF THOSE GROUPS CURRENTLY ACTIVE ON THIS
 09:51:39 PARK OR THEY JUST HAVE A CONTRACT?
 09:51:43 >>Steven Sarkozy: THEY RANGE IN DEGREE OF ACTIVITY.
 09:51:50 THE VIESTE GROUP ON OUR BEHALF HAS INTERVIEWED ALL OF THE
 09:51:55 GROUPS, SO WE KNOW THEIR PARTICIPATION AND ACTIVITY, AND,
 09:52:01 FRANKLY, IT VARIES.
 09:52:03 WE'LL BE LOOKING AT THIS AND TRYING TO MONITOR IT SO NO ONE
 09:52:10 USES THE AGREEMENTS AS LIKE THE TROJAN HORSE TO COME IN AND

 09:52:15 EXPAND THE USE UNDER THE GUISE OF THE SHELLS.
 09:52:22 WE'LL BE ABLE TO CONTROL THAT.
 09:52:24 BUT NONETHELESS WE THINK IT'S ACTUALLY BENEFICIAL TO OUR
 09:52:30 RESIDENTS.
 09:52:31 BECAUSE IF OUR KIDS, LET'S SAY, DON'T HAVE ENOUGH ACTIVITY
 09:52:35 TO CREATE A LACROSSE LEAGUE WITH THE OUTSIDE KIDS COMING IN,
 09:52:41 THERE IS ENOUGH KIDS TO CREATE A NICE LEAGUE AND HAVE A
 09:52:45 QUALITY EXPERIENCE.
 09:52:48 >>Mayor McLain: ANY OTHER QUESTIONS?
 09:52:53 >>Jim Ward: THERE IS A CLAUSE IN HERE THAT INDICATES THAT WE
 09:52:56 HAVE TO PROVIDE THE FIELDS TO THESE GROUPS WHILE WE'RE UNDER
 09:53:01 CONSTRUCTION.

09:53:03 WHERE ARE THE THREE FIELDS THAT THEY MENTION IN THE
09:53:06 AGREEMENT THAT THE GROUPS WILL HAVE ACCESS TO DURING
09:53:09 CONSTRUCTION?
09:53:10 >>Steven Sarkozy: SO THE TWO LONG FIELDS THAT THEY ARE USING
09:53:14 ARE THE TWO FOOTBALL FIELDS RIGHT AT BODE LANE.
09:53:18 THAT'S IMMEDIATELY TO THE EAST OF THE PROPERTY THAT WE OWN
09:53:24 AND THAT WE'RE IMPROVING.
09:53:26 >>Jim Ward: THIS IS ON THE HIGH SCHOOL PROPERTY?
09:53:29 >>Steven Sarkozy: IT'S ACTUALLY COUNTY PROPERTY, BUT IT'S
09:53:34 KIND OF A WEDGE THERE BETWEEN THE TWO.
09:53:40 >>Mayor McLain: THE GOLF COURSE --
09:53:41 >>Steven Sarkozy: RIGHT NEXT TO WHERE THE DRIVING RANGE WAS.
09:53:45 THERE ARE OTHER LONG FIELDS THAT ARE USED ON -- THE LONG

09:53:52 FIELD THAT'S RIGHT BY THE COUNTY MAINTENANCE FACILITY ON VIA
09:53:56 COCONUT IS ANOTHER FIELD THAT HAS BEEN IMPROVED BY THE
09:54:02 COUNTY FOR LONG FIELDS.
09:54:03 WHEN SAY LONG FIELDS, THAT'S RUGBY, LACROSSE, FOOTBALL.
09:54:07 ALTERNATING BASED ON SEASON.
09:54:09 IN OUR CONSTRUCTION PROCESS FOR THE SPORTS PARK, WE'RE GOING
09:54:17 TO END UP PHASING THE CONSTRUCTION ANYWAY BECAUSE IT'S JUST
09:54:21 TOO EXPENSIVE TO DO IT ALL AT ONCE AND WE REALLY DON'T NEED
09:54:25 IT ALL AT ONCE.
09:54:27 THIS WILL SERVE OUR NEEDS WELL INTO THE FUTURE BUT WE'LL
09:54:29 HAVE TO WORK AROUND THOSE FACILITIES AS WE MOVE FORWARD.
09:54:34 >>Jim Ward: THANK YOU.
09:54:35 >>Mayor McLain: GEORGE.
09:54:36 >>George Zalucki: THANK YOU, MAYOR.
09:54:37 I AM SUPER EXCITED ABOUT THIS PROJECT AND WORKING
09:54:40 COLLABORATIVELY WITH THE LEE COUNTY AND GOING FORWARD WITH
09:54:44 THIS PURCHASE.
09:54:46 A LITTLE BIT OF MY APPREHENSION THAT I ATTESTED TO IN
09:54:53 MEETINGS ARE THE CAVEATS STEVE SPOKE ABOUT.
09:54:55 IN TALKING THROUGH SOME OF THOSE, I THINK I HAVE BECOME A
09:54:57 LITTLE MORE COMFORTABLE, AS LONG AS THE VILLAGE IS NOT
09:54:59 RESTRICTED TO AN EXTRAORDINARY EXTENT WHERE WE WOULD BE
09:55:03 HANDCUFFED ON THE PROPERTY THAT WE'RE ACQUIRING AND
09:55:05 PURCHASING.
09:55:06 SO JUST A COUPLE OF QUESTIONS ON THAT NOTE.

09:55:09 IT TALKS ABOUT OTHER SPORTS GROUPS AND FEES ON EXHIBIT C.
09:55:13 IT ALSO TALKS ABOUT PRIORITY USE, WHICH WOULD BE 8A,
09:55:18 PRIORITY USE.
09:55:20 CAN WE DEFINE WHAT PRIORITY USE MEANS IN REGULAR EVERYDAY
09:55:25 USE OF THE PROPERTY?
09:55:26 SO THEY WOULD AUTOMATICALLY GO TO THE TOP OF THE LIST,
09:55:30 NOTWITHSTANDING ANY OTHER PRESCHEDULED EVENTS OR OTHER
09:55:33 GROUPS?

09:55:35 >>Steven Sarkozy: CORRECT.
 09:55:35 FIRST PRIORITY USE IS -- FROM OUR PERSPECTIVE -- FIRST
 09:55:44 PRIORITY USE IS GOING TO BE THE SCHOOL DISTRICT.
 09:55:47 BASED ON THE LEASE, THE SCHOOL DISTRICT HAS USE OF THE
 09:55:50 FACILITIES FIRST DURING THE SCHOOL YEAR AND DURING THE
 09:55:53 SCHOOL ACTIVITIES.
 09:55:53 SO THE ROUTINE SCHOOL KIND OF THINGS THAT THEY NEED, SPORTS
 09:55:57 FIELD FOR, THEY GET, OF COURSE.
 09:55:59 AND THAT'S WHY THEY WERE RECEPTIVE TO A 99-YEAR LEASE.
 09:56:04 THIS THEN APPLIES DURING THE VARIOUS SEASON FOR THE SPORTS
 09:56:10 GROUPS, DURING LACROSSE AND SO FORTH.
 09:56:12 THOSE GROUPS GET ACCESS TO THE DEGREE IT'S AVAILABLE ON
 09:56:16 THOSE FIELDS FOR THEIR ACTIVITIES.
 09:56:20 >>George Zalucki: TO THE DEGREE AVAILABLE.
 09:56:22 PRESCHEDULING.
 09:56:23 IT'S NOT GOING TO CREATE CONFLICTS IS MY CONCERN.
 09:56:25 ALSO ON EXHIBIT C, IT SAYS CURRENTLY THE SECOND TIER GROUP

 09:56:29 THAT WE CAN CHARGE FOR CURRENTLY PAYS ABOUT \$20 PER HOUR.
 09:56:34 I THINK THE COUNTY IS ALLOWING THE VILLAGE TO BE FLEXIBLE
 09:56:38 WITH THAT FEE.
 09:56:39 AND ON THAT QUESTION, YOU KNOW, CURRENTLY IT'S -- THAT FEE
 09:56:43 IS PAID FOR LONG FIELD USE.
 09:56:45 IF WE CONVERT IT INTO BASEBALL DIAMONDS AND BASEBALL FIELDS,
 09:56:48 HOW DOES THAT WORK INTO THAT FEE SCHEDULE?
 09:56:50 AND IS THAT A FEE THAT IS NORMAL AND USUAL OR SHOULD THAT BE
 09:56:55 LOOKED AT IN THE FUTURE?
 09:56:57 >>Steven Sarkozy: WELL, THAT'S A GOOD QUESTION BECAUSE WE'RE
 09:57:00 TRANSITIONING NOW AS A VILLAGE AND CITY OPERATIONS INTO
 09:57:06 BEING AN ACTIVE PROVIDER OF FACILITIES AND PROGRAMS.
 09:57:11 THAT'S WHAT THIS REPRESENTS.
 09:57:16 REALLY, IF WE WERE TO DEVELOP OUR OWN PARKS AND RECREATION
 09:57:19 PROGRAM, WHICH WE'RE STARTING TO DO HERE, WE WOULD WANT TO
 09:57:23 ENCOURAGE THE KIDS TO BE INVOLVED.
 09:57:30 SURE WAY TO DISCOURAGE THEM WOULD BE TO CHARGE BIG FEES.
 09:57:33 TYPICALLY, THESE KIND OF SPORTS FIELDS ARE OFFERED UP AT
 09:57:38 FREE -- AT A FREE COST OR A NOMINAL RATE.
 09:57:42 THAT'S REALLY WHY ON THE OTHER SIDE, ON THE WEST SIDE OF THE
 09:57:48 FIELD, WE'RE BRINGING IN PRIVATE PROVIDERS WHERE WE'RE
 09:57:53 BRINGING IN A SOURCE OF REVENUE THAT WILL PAY FOR THE PUBLIC
 09:58:01 PROGRAMS FOR RECREATION THAT REALLY CAN'T BE
 09:58:04 SELF-SUPPORTING.
 09:58:06 NO CITY OUT THERE ANYWHERE IN THE COUNTRY IS REALLY MAKING A

 09:58:09 LOT OF MONEY PROVIDING A FOOTBALL FIELD OR A BASEBALL FIELD
 09:58:13 FOR YOUTH.
 09:58:17 SO THAT'S WHY ON BALANCE WE'VE GOT A PUBLIC-PRIVATE
 09:58:24 PARTNERSHIP ON ONE SIDE OF THE HUNDRED ACRES PAYING FOR THE

09:58:28 MAINTENANCE ON THE EAST SIDE.
 09:58:31 IF YOU CONSIDER THE CONTRACTS THAT WE CURRENTLY HAVE IN
 09:58:35 PLACE, HIGH 5 IS THE FIRST OF WHAT COULD BE FIVE -- UP TO
 09:58:41 FIVE PRIVATE OPERATORS.
 09:58:43 WE ONLY HAVE ONE RIGHT NOW.
 09:58:45 SO HIGH 5 HAS AGREED TO PAY US, AND THE ESTIMATES RANGE FROM
 09:58:52 JUST UNDER A MILLION TO ABOUT A MILLION AND A HALF DOLLARS A
 09:58:55 YEAR JUST FOR THAT USE.
 09:59:00 THAT'S APPROXIMATELY WHAT WE ESTIMATE THE COST OF
 09:59:03 MAINTAINING THESE FIELDS ONCE THEY ARE UP AND BUILT.
 09:59:07 SO WE HAVE THE COST OF THE CAPITAL CONSTRUCTION AND THE
 09:59:12 PRIVATE PROVIDERS WILL HELP PAY FOR THE MAINTENANCE OVER
 09:59:16 TIME WHICH LESSENS THE IMPACT ON PROPERTY TAXES AND ALLOW US
 09:59:23 TO CONTINUE TO DRIVE DOWN THE PROPERTY TAX RATES WHILE STILL
 09:59:28 PROVIDING QUALITY SERVICES.
 09:59:31 >>George Zalucki: THANK YOU.
 09:59:32 JUST TWO MORE QUICK QUESTIONS, MR. MAYOR, AND I'LL BE DONE.
 09:59:35 HOW WOULD THE PROPOSED DRIVING RANGE FIT INTO THE LEASE
 09:59:38 RESTRICTIONS?
 09:59:38 ANY CONFLICTS POTENTIALLY WITH THE WORDING OF THE AGREEMENT
 09:59:42 IF WE ENDED UP DOING A RANGE?

 09:59:44 >>Steven Sarkozy: NO, THAT WOULD BE A PRIVATE SEPARATE
 09:59:46 AGREEMENT SHOULD WE BRING IN A DRIVING RANGE OR OTHER USE.
 09:59:49 >>George Zalucki: THAT WOULD BE RECREATIONAL IN THE EYES OF
 09:59:51 THIS AGREEMENT.
 09:59:52 OKAY.
 09:59:52 THE LAST, BUT I THINK THE MOST IMPORTANT BECAUSE THERE ARE A
 09:59:56 LOT OF MOVING PARTS WHEN WE'RE TALKING ABOUT SCHEDULING ALL
 09:59:58 THESE DIFFERENT TEAMS.
 09:59:59 WHO WOULD BE RESPONSIBLE FOR THE SCHEDULING?
 10:00:01 >>Steven Sarkozy: THE VILLAGE IS GOING TO BE RESPONSIBLE FOR
 10:00:04 SCHEDULING.
 10:00:04 AND ONE OF THE THINGS WE'RE CURRENTLY WORKING ON IS A
 10:00:07 REQUEST FOR PROPOSAL FOR AN OPERATOR FOR THE SITE.
 10:00:11 AGAIN, UNDER THE GOVERNMENT-LIGHT APPROACH, WE'RE NOT
 10:00:15 STAFFING UP TO HAVE VILLAGE EMPLOYEES BE THE OPERATORS.
 10:00:20 BUT WE CAN BRING IN OPERATORS FROM THE AREA OR OUTSIDE THE
 10:00:27 AREA.
 10:00:29 THERE ARE A NUMBER OF PARTIES THAT ARE INTERESTED ON THE
 10:00:32 PRIVATE SIDE.
 10:00:32 A GROUP LIKE KEMPER SPORTS IS A NATIONAL NAME IN THE
 10:00:37 PROVISION OF SPORTS FACILITIES.
 10:00:41 THEY ARE INTERESTED IN BEING A PRIVATE PROVIDER.
 10:00:43 THE YMCA COULD BE A PROVIDER.
 10:00:46 IT REMAINS TO BE SEEN YET WHO WILL STEP UP.
 10:00:52 THAT WOULD BE SUBJECT TO THE COUNCIL APPROVAL AT SOME LATER

10:00:56 DATE.
 10:00:57 >>Robert Eschenfelder: COUNCILMEMBER ZALUCKI, IF I COULD
 10:00:59 FOLLOW UP ON THE SCHEDULING COMPONENT.
 10:01:01 DURING NEGOTIATIONS THAT WE HAD WITH THE COUNTY, ONE OF THE
 10:01:04 PROVISIONS THAT I ASKED THEM TO INSERT THAT THEY AGREED TO.
 10:01:09 SENTENCE IN 8A THAT SAYS, SUCH USE SHALL BE SUBJECT TO SUCH
 10:01:14 VILLAGE PARK AND RECREATION POLICIES, FACILITY, SECURITY,
 10:01:17 AND PARKING RULES AND REGISTRATION PROCEDURES AS THE VILLAGE
 10:01:22 USES FOR OTHER SIMILAR LEAGUES OR FACILITY USERS.
 10:01:25 HOW I ENVISION THAT ROLLING OUT IS AS THE MANAGER INDICATED,
 10:01:33 ONCE THE VILLAGE SELECTS THE PRIVATE OPERATOR THAT WILL BE
 10:01:35 DOING THE MAINTENANCE AND DOING THE REGISTRATION AND SO
 10:01:37 FORTH, THAT WE WILL HAVE RULES.
 10:01:40 IF YOU WISH TO USE THESE FIELDS, HERE IS THE REGISTRATION
 10:01:43 PROCESS YOU USE.
 10:01:44 AND WE WILL CERTAINLY REACH OUT TO THESE LEGACY GROUPS AND
 10:01:48 SAY, YOU'VE GOT FIRST DIBS, BUT YOUR DEADLINE TO REGISTER IS
 10:01:52 X BECAUSE WE'VE GOT OTHER GROUPS THAT WANT TO USE.
 10:01:56 AS LONG AS THAT'S IN OUR PROCEDURES, THE COUNTY IS FINE WITH
 10:01:58 THAT.
 10:01:59 WE JUST HAVE TO ALLOW THEM TO COME IN AND REGISTER FIRST.
 10:02:04 IF THEY DON'T BY THE DEADLINE, THEN IT'S FAIR GAME AND THEY
 10:02:07 CAN'T COME AND KNOCK LATER AND SAY, OH, NOW WE WANT TO COME
 10:02:10 IN BECAUSE THAT'S NOT COMPORTING WITH OUR RULES.
 10:02:13 WE DID THINK ABOUT THAT ISSUE.

 10:02:14 I ADDED THAT PROVISION TO TRY TO MAKE SURE THAT THEY STILL
 10:02:19 HAD TO BE, YOU KNOW, PUNCTUAL AND LET US KNOW WHAT THEIR
 10:02:22 PLANS ARE.
 10:02:23 >>George Zalucki: THANK YOU VERY MUCH FOR THAT INSIGHT.
 10:02:25 >>Mayor McLain: VICE-MAYOR.
 10:02:26 >>Vice-Mayor Ribble: STEVE, WITH HIGH 5 COMING ONLINE
 10:02:30 POSSIBLY A YEAR FROM NOW, THE ENTRANCE, SO THAT PEOPLE CAN
 10:02:33 ACCESS THAT VENUE, THE MAINTENANCE BUILDING SITS EITHER
 10:02:37 RIGHT ON THE ENTRANCE OR IN CLOSE PROXIMITY TO IT.
 10:02:40 WE'RE REQUIRED TO MOVE THAT BUILDING, SO I'M ASSUMING THAT'S
 10:02:44 GOING TO HAPPEN QUITE QUICKLY?
 10:02:48 >>Steven Sarkozy: WE THINK SO, YES.
 10:02:49 THERE ARE SOME CONCEPTUAL DESIGNS THAT ALLOW US TO MOVE THAT
 10:02:55 NEW ACCESS ROAD JUST TO THE NORTH OF THAT MAINTENANCE
 10:02:59 FACILITY, LEAVING THE COSTLY RELOCATION OF THE MAINTENANCE
 10:03:03 FACILITY TO A LATER DATE.
 10:03:05 TO BE DETERMINED.
 10:03:08 PROBABLY THE BEST APPROACH IS WHAT YOU'RE DESCRIBING IS
 10:03:11 MOVING IT QUICKLY.
 10:03:14 AND IN DISCUSSIONS WITH THE COUNTY, WE'VE LOOKED AT A SITE
 10:03:18 THAT WOULD BE ON THE DOWN-SLOPE OF THE HILL JUST NORTH OF
 10:03:24 THE NEW PROPERTY LINE, AND THAT'S WHERE THEY WOULD LIKE IT

10:03:28 AND THAT MAKES A LOT OF SENSE.
 10:03:30 >>Vice-Mayor Ribble: MY SECOND QUESTION IS I DON'T KNOW
 10:03:34 ANYTHING ABOUT CONSTRUCTION COSTS, BUT YOU HAVE AN ESTIMATE

 10:03:37 TO MOVE IT?
 10:03:38 >>Steven Sarkozy: YES.
 10:03:38 >>Vice-Mayor Ribble: WOULD IT BE CHEAPER TO REBUILD IT?
 10:03:41 >>Steven Sarkozy: I THINK WE HAVE TO REBUILD IT, YES, YOU'RE
 10:03:43 RIGHT.
 10:03:44 >>Vice-Mayor Ribble: THANK YOU.
 10:03:46 >>Mayor McLain: ANY OTHER QUESTIONS?
 10:03:50 >>Lori Fayhee: THAT WAS MY QUESTION TOO.
 10:03:52 >>Mayor McLain: WHEN I FIRST SAW THIS OPPORTUNITY TO BE ABLE
 10:03:55 TO GET 25 ACRES TO ADD TO OUR PROPERTY OVER THERE, IT JUST
 10:04:00 REALLY HELPS COMPLETE WHAT WE'RE TRYING TO DO IN THERE.
 10:04:04 AND THE PRICE OF \$700,000 FOR 25 ACRES IN THE VILLAGE OF
 10:04:08 ESTERO IS VERY, VERY REASONABLE.
 10:04:13 I WAS CONCERNED ABOUT THE CONTRACTS AND THE PERMITS AND ALL
 10:04:17 THAT, THAT THE COUNTY HAS GOT.
 10:04:21 I'VE BEEN OVER THERE A COUPLE OF TIMES ON SATURDAY AND
 10:04:23 WATCHED THE POP WARNER FOOTBALL TEAMS OUT THERE.
 10:04:26 THERE ARE HUNDREDS OF PEOPLE OUT THERE WATCHING THEIR KIDS
 10:04:31 PLAY FOOTBALL.
 10:04:32 I SAT BACK AND I SAID, WELL, THAT'S WHY WE'RE BUILDING THE
 10:04:35 WHOLE HUNDRED-ACRE COMPLEX TO GET THE KIDS OUT THERE TO
 10:04:38 EXERCISE.
 10:04:39 AND IF THERE ARE A FEW CONTINGENCIES THAT WE HAVE TO FLOAT,
 10:04:44 THAT IS THE REAL PURPOSE WE WANT.
 10:04:46 THIS IS REALLY A STRUCTURE THAT WE'RE GOING TO TAKE ON.

 10:04:49 WE OBVIOUSLY WILL HAVE TO MANAGE THAT PROFESSIONALLY, BUT
 10:04:53 WE'RE CAPABLE OF DOING THAT OR HIRING PEOPLE THAT CAN DO
 10:04:56 THAT.
 10:04:56 I THINK THIS IS A REAL ASSET FOR THE VILLAGE OF ESTERO, AND
 10:05:00 IT REALLY DOES CONNECT THE WHOLE HUNDRED ACRES IN THERE.
 10:05:03 WITHOUT THAT, WE'D HAVE A DIVIDING LINE OF 25 ACRES RIGHT
 10:05:07 BETWEEN THE SCHOOL AND OUR OWN 20 ACRES THAT WE HAVE.
 10:05:10 I THINK THIS IS ALMOST A NO-BRAINER.
 10:05:13 WE HAVE TO WORK THROUGH SOME OF THE DETAILS.
 10:05:14 I THINK OUR VILLAGE ATTORNEY HAS DONE A GOOD JOB ON WORDING
 10:05:19 THE CONTRACT.
 10:05:19 BUT AS ANY CONTRACT, THERE'S ALWAYS GOING TO HAVE TO BE SOME
 10:05:23 INTERPRETATION OF THAT.
 10:05:24 I THINK WE'LL WORK THROUGH THIS.
 10:05:25 I THINK THE PURPOSE IS REALLY WELL FOUNDED AND IT'S PART OF
 10:05:29 WHAT WE'RE TRYING TO DO WITH THE WHOLE ACREAGE IN THERE.
 10:05:32 I'M OBVIOUSLY IN GREAT SUPPORT OF MAKING THIS HAPPEN.
 10:05:35 IT'S A GREAT OPPORTUNITY FOR THE VILLAGE.

10:05:37 SO NO OTHER COMMENTS FROM COUNCIL.
 10:05:40 DO WE OPEN IT UP FOR PUBLIC COMMENT?
 10:05:42 >>Carol Sacco: YES, MAYOR, WE DO.
 10:05:43 MR. BRANDON MILLER.
 10:05:45 OUR TIMER IS NOT WORKING, SO I'LL USE MY PHONE TO TIME.
 10:05:49 >>Mayor McLain: THANK YOU.
 10:05:49 WELCOME.

10:05:51 >> GOOD MORNING.
 10:05:52 THANK YOU.
 10:05:53 MY COMMENTS WILL BE BRIEF, SO HOPEFULLY THAT TIMER DOESN'T
 10:05:55 HAVE TO WORK TOO HARD.
 10:05:57 I SUPPORT THIS ACTION 100%.
 10:06:02 MY NAME IS BRANDON MILLER.
 10:06:03 I SUPPORT THIS ACTION 100%.
 10:06:05 I THINK WHAT YOU ALL ARE DOING IS INCREDIBLE NOT JUST FOR
 10:06:07 ESTERO BUT FOR ALL OF SOUTHWEST FLORIDA.
 10:06:12 I MAY JOKE, IF YOU ARE NOT CAREFUL, PEOPLE MAY NOT WANT TO
 10:06:16 LOSE.
 10:06:16 OTHERS ARE LOOKING TO YOU FOR A MODEL, LISTENING TO THE
 10:06:19 COMMUNITY AND ACTING ACCORDINGLY.
 10:06:20 I RECENTLY STARTED A SMALL BUSINESS GEARED TOWARD THE
 10:06:23 PUBLICATION AND HOSTING OF EVENTS AND TOURNAMENTS AND GIVING
 10:06:27 MY BUSINESS OR THOSE WHO PLAY IN MY PICKLEBALL TOURNAMENTS
 10:06:31 MORE OPTIONS TO PLAY THE SPORTS THEY LOVE IS AMAZING.
 10:06:33 PEOPLE SOMETIMES WONDER IF THE FEDERAL GOVERNMENT MIGHT WORK
 10:06:38 FOR THEM OR THE NOISE THEY MAKE AND, OF COURSE, GETS THE
 10:06:40 MOST ATTENTION.
 10:06:41 I THINK WHAT HAPPENS HERE IN CHAMBERS LIKE THIS MATTERS
 10:06:43 MOST.
 10:06:44 I HOPE MORE PEOPLE GIVE ATTENTION TO THE WORK THAT YOU ALL
 10:06:47 ARE DOING, THE INCREDIBLE WORK THAT YOU ALL ARE DOING.
 10:06:50 I HOPE MAYBE GOING FORWARD THAT IT'S LOCAL GOVERNMENT THAT

10:06:53 IS THE VILLAGE OF ESTERO COUNCIL THAT GETS THE THANKS AND
 10:06:56 THE ATTENTION.
 10:06:57 BECAUSE WHAT YOU ALL ARE DOING IS INCREDIBLE.
 10:06:59 I CANNOT WAIT TO SEE THE FINAL PRODUCT AS I DRIVE DOWN 41,
 10:07:03 WILLIAMS, AND SEE ALL THE AMAZING AMENITIES.
 10:07:05 THANK YOU SO MUCH.
 10:07:06 I HOPE YOU ALL SUPPORT THIS.
 10:07:08 THANK YOU.
 10:07:08 >>Mayor McLain: THANK YOU FOR YOUR COMMENTS.
 10:07:10 MADAM CLERK, DO YOU HAVE HIS ADDRESS OR DO WE NEED TO HAVE
 10:07:13 HIM PUT IT IN PUBLIC RECORD.
 10:07:15 >>Carol Sacco: 2134 SOUTH BRANCH BOULEVARD.
 10:07:19 >>Mayor McLain: THANK YOU.
 10:07:19 THANK YOU FOR YOUR COMMENTS TOO.

10:07:21 ANYONE ELSE?
 10:07:22 >>Carol Sacco: NO, THAT'S IT, MAYOR.
 10:07:25 >>Mayor McLain: I'LL TAKE A MOTION REGARDING THIS ITEM.
 10:07:27 COUNCILMAN FAYHEE HAS MADE THE MOTION.
 10:07:31 SECONDED BY COUNCILPERSON WARD.
 10:07:33 MADAM CLERK, PLEASE CALL THE ROLL.
 10:07:36 >>Larry Fiesel: AYE.
 10:07:38 >>Lori Fayhee: AYE.
 10:07:39 >>Rafael Lopez: AYE.
 10:07:41 >>Jim Ward: AYE.
 10:07:43 >>George Zalucki: AYE.

 10:07:43 >>Vice-Mayor Ribble: AYE.
 10:07:44 >>Mayor McLain: AYE.
 10:07:45 NEXT ON THE AGENDA IS 6D, BROOKS COMMUNITY DEVELOPMENT
 10:07:51 DISTRICT INTERLOCAL AGREEMENT, THREE OAKS PARKWAY PATHS.
 10:07:56 STEVE, WOULD YOU INTRODUCE THIS ITEM?
 10:07:58 >>Steven Sarkozy: THANK YOU, COUNCIL -- MAYOR AND COUNCIL.
 10:08:02 THIS IS AN INTERLOCAL AGREEMENT WITH THE BROOKS COMMUNITY
 10:08:05 FOR THREE OAKS PARKWAY.
 10:08:07 THE BROOKS COMMUNITY BEING ONE OF THE FIRST COMMUNITIES IN
 10:08:11 ESTERO CREATED AN AGREEMENT WHEREBY THEY TAKE CARE OF ALL OF
 10:08:17 THE PUBLIC INFRASTRUCTURE EXTERNAL TO THEIR COMMUNITY.
 10:08:21 WHAT WE'VE BEEN DOING IS WORKING WITH THEM AS THEY ARE
 10:08:25 UPGRADING SOME OF THEIR SIDEWALKS TO DO ENHANCEMENTS SO THAT
 10:08:30 THEIR FACILITIES REMAIN AT A VERY HIGH LEVEL OF QUALITY, NOT
 10:08:34 ONLY FOR THEMSELVES, OF COURSE, BUT ALSO FOR THE ENTIRE
 10:08:37 COMMUNITY.
 10:08:39 GOING INTO SOME OF THE DETAILS HERE, WE'RE SUPPLEMENTING
 10:08:41 THEIR MAINTENANCE AND REPLACEMENT ACTIVITY, BUT TO GO OVER
 10:08:45 SOME OF THOSE DETAILS, I'LL TURN IT OVER TO DAVID WILLEMS TO
 10:08:48 DESCRIBE THE PARTNERSHIP HERE.
 10:08:50 >>David Willems: GOOD MORNING.
 10:08:52 SO REALLY WHAT WE HAVE BEFORE COUNCIL IS JUST A DIFFERENT
 10:08:56 VERSION OF AN AGREEMENT THAT THE COUNCIL ACTUALLY ALREADY
 10:08:59 APPROVED ON JULY 3rd.
 10:09:02 THE REASON IT'S COMING BACK, WE KIND OF RUSHED THAT ONE TO

 10:09:05 GET IT ON VILLAGE COUNCIL BEFORE THE BREAK SO WE COULD WORK
 10:09:09 WITH THE BROOKS' CDD ON THEIR BIDDING AND GET IT ALL
 10:09:13 APPROVED.
 10:09:14 SUBSEQUENT TO THAT MEETING, THE ATTORNEYS FOR THE BROOKS HAD
 10:09:17 SOME CHANGES THAT THEY WANTED TO SEE IN THE AGREEMENT.
 10:09:21 SO THEIR ATTORNEY AND OUR VILLAGE ATTORNEY WORKED TOGETHER
 10:09:25 AND CHANGED SOME OF THE LEGAL LANGUAGE, BUT THE INTENT AND
 10:09:28 THE REAL PURPOSE OF THE AGREEMENT IS UNCHANGED.
 10:09:31 IT STILL IS THEY ARE GOING TO BID AND BUILD THE SIDEWALK
 10:09:35 THAT'S GOING TO HAVE IMPROVEMENTS, AND THEN THE AREAS WHERE

10:09:38 THE IMPROVEMENTS ARE, WE'RE GOING TO FUND THE ADDITIONAL
 10:09:41 COST.
 10:09:42 NONE OF THAT HAS CHANGED.
 10:09:43 IT'S JUST SOME LEGAL CHANGES THAT THE VILLAGE ATTORNEY HAS
 10:09:46 REVIEWED AND HAS APPROVED.
 10:09:50 >>Mayor McLain: THE SIDEWALKS ARE ON BOTH SIDES, RIGHT?
 10:09:53 >>David Willems: YES.
 10:09:53 >>Mayor McLain: IMPROVING BOTH SIDES.
 10:09:55 OKAY.
 10:09:55 ANY OTHER QUESTIONS FROM COUNCIL?
 10:09:56 >>Vice-Mayor Ribble: IS THE CDD GOING TO HAVE ANY ROLE IN
 10:10:00 ANY MAINTENANCE GOING FORWARD?
 10:10:02 SMALL MAINTENANCE THAT MIGHT OCCUR FOR THE SIDEWALKS
 10:10:06 THEMSELVES?
 10:10:07 >>David Willems: YEAH.

 10:10:07 >>Vice-Mayor Ribble: THEY STILL MAINTAIN.
 10:10:10 >>David Willems: THE VILLAGE IS NOT TAKING OWNERSHIP.
 10:10:12 THEY ARE GOING TO OWN THE SIDEWALKS AND MAINTAIN THEM JUST
 10:10:14 LIKE THEY ALWAYS HAVE.
 10:10:15 THEY JUST DIDN'T WANT TO BE OUT THE NET COST TO MOVE THEM TO
 10:10:19 MAKE THEM BETTER.
 10:10:20 AND THE VILLAGE IS STEPPING IN TO PAY THOSE COSTS.
 10:10:24 >>Mayor McLain: ANY OTHER QUESTIONS, COUNCIL?
 10:10:27 >>Jim Ward: JUST A COMMENT.
 10:10:28 I TALKED TO A NUMBER OF PEOPLE IN THE BROOKS COMMUNITIES.
 10:10:31 THEY ARE VERY APPRECIATIVE OF THIS EFFORT.
 10:10:33 THEY RECOGNIZE THE OPPORTUNITY TO MAKE THAT WALKWAY ON THREE
 10:10:38 OAKS A LOT MORE INTERESTING IN TERMS OF NOT JUST HAVING IT
 10:10:42 AS A STRAIGHT PATH DOWN THREE OAKS.
 10:10:44 THEY ARE VERY APPRECIATIVE OF THE VILLAGE'S EFFORTS TO HELP
 10:10:48 THEM IN THIS RENOVATION OF THE SIDEWALKS.
 10:10:51 THEY ARE EXPENDING A COUPLE OF MILLION DOLLARS TO DO THIS
 10:10:55 PROJECT AND BONDING IT OVER A NUMBER OF YEARS.
 10:10:58 AGAIN, THE OPPORTUNITY IS APPRECIATED.
 10:11:01 >>Mayor McLain: ANY OTHER COMMENTS?
 10:11:02 WOULD YOU LIKE TO MAKE THE MOTION?
 10:11:05 >>Jim Ward: I'LL MAKE THE MOTION.
 10:11:06 >>Mayor McLain: COUNCILMAN WARD MADE THE MOTION.
 10:11:08 OH, PUBLIC COMMENTS.
 10:11:09 DO WE HAVE ANY PUBLIC COMMENTS?

 10:11:11 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:11:14 >>Mayor McLain: COUNCILMAN WARD MADE THE MOTION, SECONDED BY
 10:11:17 THE VICE-MAYOR.
 10:11:17 MADAM CLERK, PLEASE CALL THE ROLL.
 10:11:20 >>George Zalucki: AYE.
 10:11:22 >>Jim Ward: AYE.

10:11:24 >>Rafael Lopez: AYE.
 10:11:25 >>Lori Fayhee: AYE.
 10:11:27 >>Larry Fiesel: AYE.
 10:11:27 >>Vice-Mayor Ribble: AYE.
 10:11:29 >>Mayor McLain: AYE.
 10:11:30 NEXT ON THE AGENDA IS ITEM 6E, CORKSCREW ROAD, CMAR CONTRACT
 10:11:40 GUARANTEED MAXIMUM PRICE, ADDENDUM NUMBER 1.
 10:11:44 STEVE, WOULD YOU PLEASE INTRODUCE?
 10:11:45 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:11:47 CONSISTENT WITH OUR PLAN TO UPGRADE THE QUALITY OF ALL OF
 10:11:52 OUR PUBLIC RIGHTS-OF-WAY, THE CORKSCREW ROAD RIGHT-OF-WAY
 10:11:57 HAS BEEN A HOT TOPIC ON OUR CAPITAL IMPROVEMENT PROGRAM FOR
 10:12:01 A NUMBER OF YEARS.
 10:12:02 THE ACTION TODAY THAT'S REQUESTED OF COUNCIL WOULD INITIATE
 10:12:08 THIS PROJECT.
 10:12:10 THIS WOULD BE ONE OF YOUR -- I THINK THE LARGEST
 10:12:14 CONSTRUCTION PROJECT THAT WE WILL HAVE HAD IN OUR TEN-YEAR
 10:12:18 HISTORY.
 10:12:18 SO IT IS A BIG DEAL.

 10:12:20 THIS IS COMING TO YOU AS PART OF OUR BIKE AND PEDESTRIAN
 10:12:27 PLAN MASTER PLAN, BUT IT'S ALSO PART OF THE OVERALL BRANDING
 10:12:35 OF THE COMMUNITY FOR HIGH-QUALITY PUBLIC FACILITIES.
 10:12:39 WITH THAT, I'LL TURN IT OVER TO DAVID WILLEMS AGAIN TO
 10:12:42 DESCRIBE THE ACTION AND THE WORK TO BE ACCOMPLISHED.
 10:12:46 >>David Willems: JUST A BRIEF WHAT WE'RE GOING TO DO ON
 10:12:48 ESTERO PARKWAY IS THERE IS AN INTERLOCAL AGREEMENT BETWEEN
 10:12:51 THE VILLAGE AND THE COUNTY.
 10:12:53 THE VILLAGE IS GOING TO INSTALL 10-FOOT PATHS ON BOTH SIDES
 10:12:56 OF THE ROAD, INSTALL LANDSCAPING, IRRIGATION, AND THEN ALSO
 10:13:00 STREET LIGHTING.
 10:13:02 THAT'S REALLY THE SCOPE OF THE PROJECT.
 10:13:03 WHAT YOU HAVE BEFORE YOU IS A CONTRACT WITH WRIGHT
 10:13:07 CONSTRUCTION TO BUILD ALL THOSE IMPROVEMENTS THAT WERE
 10:13:10 INCLUDED IN THE ORIGINAL PLAN.
 10:13:13 AT A PREVIOUS COUNCIL MEETING, COUNCIL REQUESTED STAFF TO
 10:13:17 LOOK AT THINGS THAT COULD BE DONE TO REDUCE THE OVERALL
 10:13:21 PROJECT COST.
 10:13:21 SO WHAT WE'RE LOOKING FOR TODAY IS REALLY SOME DIRECTION IN
 10:13:25 HOW TO PROCEED WITH WRIGHT CONSTRUCTION.
 10:13:28 A COUPLE OF THE OPTIONS THAT WE COULD DO ON THIS PROJECT, WE
 10:13:32 DEFINITELY STILL HAVE TO DO LANDSCAPING.
 10:13:34 THAT'S PART OF THE INTERLOCAL AGREEMENT.
 10:13:37 BUT THERE'S NO REQUIREMENT TO DO THE LANDSCAPING ON THE
 10:13:40 SIDES OF THE ROAD.

 10:13:40 WHAT WE COULD DO IS MOVE FORWARD WITH THIS CONTRACT BUT
 10:13:45 DIRECT STAFF AND WRIGHT CONSTRUCTION TO REDUCE THE COST.

10:13:49 IT WILL PROBABLY BE IN THE NEIGHBORHOOD TWO, TWO AND A HALF
 10:13:53 MILLION DOLLARS TO ELIMINATE THE LANDSCAPE AND IRRIGATION ON
 10:13:56 THE SIDES OF THE ROAD FOR NOW.
 10:13:58 BUT IT WOULD STILL BE DESIGNED THAT IN THE FUTURE, IF AND
 10:14:02 WHEN THE VILLAGE WANTED TO ADD THAT, WE COULD JUST ADD IT.
 10:14:06 TAKING IT ALL OUT SAVES THOSE FUNDS FOR NOW, BUT THAT
 10:14:09 DOESN'T MEAN IT COULDN'T BE ADDED IN THE FUTURE.
 10:14:11 THERE WERE A COUPLE OF OTHER ALTERNATIVES THAT WERE LOOKED
 10:14:15 AT AS POSSIBLE COST SAVINGS.
 10:14:18 BRIEFLY, WE LOOKED AT WHAT IT WOULD TAKE TO RELOCATE THE
 10:14:21 SIDEWALK.
 10:14:22 WE DIDN'T PURSUE THAT VERY HARD JUST BECAUSE THAT WOULD
 10:14:26 REALLY CHANGE THE WHOLE INTENT OF THE PROJECT.
 10:14:30 IF WE DID BRING THE SIDEWALKS CLOSER TO THE BACK OF CURB, IT
 10:14:32 WOULD SAVE MONEY, BUT THAT WOULD REALLY DEFEAT THE PURPOSE
 10:14:36 OF DOING A NICE PATH THAT'S WAY OFF THE ROAD.
 10:14:40 WE DIDN'T LOOK AT THAT.
 10:14:41 WE DID ALSO LOOK AT THE POTENTIAL OF IF WE CHANGED THE
 10:14:44 STREETLIGHTS TO SOMETHING THAT'S MORE SIMILAR TO WHAT THE
 10:14:48 COUNTY DOES, IT WOULD SAVE SOME MONEY.
 10:14:51 I THINK THE NEIGHBORHOOD OF \$500,000 BECAUSE WE WOULD HAVE
 10:14:55 -- THE POLES ARE A LITTLE BIT CHEAPER AND THERE WOULD BE
 10:14:59 FEWER OF THEM BECAUSE OF THE INTENSITY OF LIGHTING ON THOSE

 10:15:02 POLES.
 10:15:02 JUST LOOKING FOR DIRECTION OR DISCUSSION.
 10:15:07 ANY COMMENTS OR QUESTIONS THAT WE CAN ANSWER.
 10:15:10 >>Vice-Mayor Ribble: YOU'RE ASKING US TO APPROVE A CONTRACT
 10:15:14 SO THAT WRIGHT CONSTRUCTION CAN GO OUT AND GET US A DEFINITE
 10:15:19 NUMBER OF WHAT THE REMOVAL OF CERTAIN ITEMS WOULD BE, WHICH
 10:15:23 YOU WILL BRING BACK TO US AT ANOTHER TIME, CORRECT?
 10:15:26 >>David Willems: YES, WE CAN DO THAT ABSOLUTELY.
 10:15:28 >>Vice-Mayor Ribble: WHAT YOU WANT FROM US IS A YEA OR MAY
 10:15:32 OF REMOVING THE LANDSCAPING ON THE SIDES OF THE ROAD.
 10:15:34 >>David Willems: WHAT WE WOULD HOPE IS GET APPROVAL OF THE
 10:15:37 CONTRACT CONTINGENT ON REMOVING THE LANDSCAPING.
 10:15:40 THE REASON BEING IS THAT WE'RE PLANNING TO USE ARPA FUNDING
 10:15:44 FOR THIS PROJECT, AND THAT HAS TO BE CONTRACTED BEFORE THE
 10:15:47 END OF THE YEAR.
 10:15:48 WE HAVE TO HAVE AN EXECUTED CONTRACT FOR CONSTRUCTION BEFORE
 10:15:50 THE END OF THE YEAR.
 10:15:51 SO THAT'S WHY IT'S A LITTLE BIT IMPORTANT JUST TO GET THE
 10:15:55 CONTRACT GOING AND THEN WE'LL WORK WITH WRIGHT CONSTRUCTION
 10:15:59 ON THE EXACT REDUCTION IN COST AND BRING THAT TO COUNCIL.
 10:16:02 >>Robert Eschenfelder: SO THE CONTRACT HAS A PROVISION FOR A
 10:16:05 DEDUCTIVE CHANGE ORDER.
 10:16:07 YOU WOULD BE APPROVING IT KNOWING THAT THIS IS GOING TO COME
 10:16:09 OUT.

10:16:10 WHEN IT COMES OUT, DEDUCTIVE CHANGE ORDER WOULD BE

10:16:13 ADMINISTRATIVELY DONE AND THE DIRECTOR WILL CERTAINLY REPORT
 10:16:16 TO YOU ALL, EITHER HIMSELF OR THROUGH THE MANAGER, WHAT
 10:16:19 THOSE SAVINGS WERE.

10:16:20 >>Vice-Mayor Ribble: MAYOR, YOU WANT A CONSENSUS FROM US IF
 10:16:23 WE ALL AGREE TO REMOVE THE LANDSCAPING AT THIS POINT?
 10:16:26 >>Mayor McLain: I THINK, YEAH, THAT'S WHAT WE WOULD LOOK
 10:16:29 FOR.

10:16:29 >>Vice-Mayor Ribble: I WOULD AGREE TO THAT.

10:16:32 >>Mayor McLain: ANY OTHER COMMENTS?

10:16:34 >>George Zalucki: THANK YOU, MAYOR.

10:16:35 LOOKING BACK ON OUR PREVIOUS DISCUSSIONS ON THIS MATTER, I
 10:16:38 THINK WE'RE ALL VERY SUPPORTIVE OF THE ENHANCEMENTS UP AND
 10:16:41 DOWN CORKSCREW ROAD.

10:16:42 IT'S A COMPREHENSIVE PROJECT THAT IS COSTING OVER \$21
 10:16:45 MILLION.

10:16:46 TO COMPARE THAT TO THE COST OF THE CONSTRUCTION OF THE
 10:16:49 EXPANSION OF CORKSCREW ROAD BETWEEN BEN HILL GRIFFIN AND
 10:16:53 BELLA TERRA BOULEVARD PHASE ONE, THAT WAS 23 MILLION.

10:16:57 SO WE'RE LOOKING AT IMPROVEMENTS THAT ARE JUST A COUPLE
 10:17:00 MILLION DOLLARS UNDERNEATH THAT THAT THE VILLAGE OF ESTERO
 10:17:04 IS WILLING TO STEP UP AND BEAUTIFY A COUNTY ROAD FOR THE
 10:17:07 BEAUTIFICATION OF OUR RESIDENTS AND OTHERS.

10:17:09 SO I THINK WE ALL AGREE IT IS A VERY NOBLE PROJECT AND I
 10:17:13 THINK WE ALL SUPPORT IT.

10:17:14 THERE WAS A DISCUSSION THAT WAS HAD ON THIS MATTER

10:17:18 CONCERNING DO WE NEED EVERYTHING RIGHT NOW?
 10:17:20 AND WHEN DAVID PRESENTED, I THINK THE OPTION WAS, WELL, WE
 10:17:25 COULD TEMPORARILY OR PERMANENTLY, DEPENDING ON HOW THIS BODY
 10:17:29 MOVES, REMOVE THE SIDE-OF-THE-ROAD LANDSCAPING.

10:17:33 AND THAT COULD SAVE ROUGHLY \$2 MILLION, \$2.5 MILLION, THAT
 10:17:37 WE WOULD ALLOCATE TOWARDS ANOTHER PRIORITY PROJECT IN THE
 10:17:41 VILLAGE THAT WE'RE LOOKING AT.

10:17:42 SO I THINK AT THE END OF THE DISCUSSION, IT WAS A MATTER OF
 10:17:45 WHETHER OR NOT WE'RE GOING TO SHIFT THIS MONEY TO ANOTHER
 10:17:48 PRIORITY BECAUSE WE ARE LOOKING AT THE NUMBERS IN TOTALITY,
 10:17:53 BUT NOT NECESSARILY SAYING THIS IS NOT GOING TO HAPPEN.

10:17:56 I WANT TO BE CLEAR ON THAT POINT.

10:17:58 I THINK WE ALL SUPPORT IT, BUT I THINK IT'S A MATTER OF
 10:18:01 PRIORITIZING IF WE CAN TAKE \$2.5 MILLION AND MOVE IT TO
 10:18:04 ANOTHER PROJECT THAT IS ALSO VERY HIGH THAT WE MAY NEED THE
 10:18:08 MONEY FOR, THAT'S A CONSIDERATION.

10:18:10 JUST TO BE CLEAR, DAVID, AND I THINK THE VICE-MAYOR SAID IT
 10:18:14 WELL, THIS WOULD BASICALLY BE TO APPROVE THE ENTIRE BUNDLE,
 10:18:19 HAVE WRIGHT COME BACK WITH SOME COST-SAVING MEASURES AS A
 10:18:24 POSSIBILITY.

10:18:25 WE WOULD TAKE A LOOK AT THAT AND DETERMINE AT THAT POINT
 10:18:27 WHETHER WE WANT TO GO AHEAD WITH THE COST SAVINGS AND DEFER
 10:18:31 THE MONEY TO ANOTHER PRIORITY PROJECT OR MOVE FORWARD AS
 10:18:34 STATED FOR THE 21 PLUS MILLION DOLLARS.
 10:18:36 IS THAT ACCURATE?

10:18:38 >>David Willems: YES.
 10:18:38 >>George Zalucki: WITH THAT, IT WOULD NOT DISAPPEAR.
 10:18:41 IT WOULD JUST BE LOOKED AT A LITTLE BIT CLOSER.
 10:18:44 THANK YOU.
 10:18:44 >>Mayor McLain: ANY OTHER QUESTIONS?
 10:18:47 >>Jim Ward: DAVID, IN LIEU OF THE EXTENSIVE LANDSCAPING THAT
 10:18:49 WAS ORIGINALLY PROPOSED, WHAT WOULD BE THERE NOW UNDER THIS
 10:18:52 REVISION?
 10:18:54 >>David Willems: SO THE LANDSCAPING IN THE MIDDLE, THE
 10:18:56 MEDIAN, WOULD BE WHAT WE WOULD DO TYPICALLY IN A ROADWAY.
 10:18:59 IT WOULD NOT REALLY BE LESS THAN THAT.
 10:19:01 IT WOULD BE JUST REMOVING IT ALONG THE SIDES OF THE ROAD.
 10:19:06 >>Jim Ward: BUT THE LANDSCAPING ALONG THE SIDEWALK AREAS,
 10:19:08 THAT WOULD BE --
 10:19:09 >>David Willems: THERE WOULD BE NO LANDSCAPING ALONG THE
 10:19:12 SIDEWALKS.
 10:19:12 >>Jim Ward: IT WOULD BE GRASS?
 10:19:14 >>David Willems: YES, GRASS.
 10:19:15 IT WOULD BE BAHIA SOD.
 10:19:18 IT WOULDN'T BE IRRIGATED.
 10:19:19 IT WOULD BE SOD SIMILAR TO WHAT YOU SEE ON MOST OF THE
 10:19:23 ROADS.
 10:19:24 >>Jim Ward: NO HEAVY DUTY LANDSCAPING.
 10:19:25 >>David Willems: CORRECT.
 10:19:26 NO LANDSCAPING.

10:19:27 ONE THING I DIDN'T MENTION, WITH THE AGREEMENT WITH THE
 10:19:29 COUNTY, THEY ARE PAYING \$3 MILLION OF THIS.
 10:19:31 YOU SEE THAT \$21 MILLION, BUT TO SEE THE NET TO THE VILLAGE,
 10:19:36 YOU HAVE TO TAKE OFF THE 3.
 10:19:37 JUST FOR REFERENCE SO EVERYBODY UNDERSTANDS THAT, BOTH
 10:19:40 COUNCIL AND THE PUBLIC.
 10:19:43 >>Mayor McLain: ANY OTHER COMMENTS?
 10:19:44 I KIND OF HAD A CHANGE OF HEART IN THIS.
 10:19:49 WE HAVE A LOT OF PROJECTS, THOSE IN THE AUDIENCE KNOW WE
 10:19:51 HAVE A LOT GOING ON WITH HUNDRED ACRES.
 10:19:53 WE HAVE A LOT OF PROJECTS THROUGHOUT THE WHOLE VILLAGE.
 10:19:56 AND MY CURRENT THINKING ON THIS IS DO WE REALLY WANT TO --
 10:20:02 IT'S 21 LESS 3.
 10:20:04 WE HAVE TO BUDGET FOR THE 21 BUT WE'LL GET REIMBURSED AFTER
 10:20:09 WE SPEND THE MONEY, \$3 MILLION IN THERE.
 10:20:11 IT'S LESS MONEY.

10:20:14 MY CONCERN IS THAT IF WE ELIMINATE THE LANDSCAPING ON THE
 10:20:20 SIDE AND SAY LET'S COME BACK TO IT, DOES COUNCIL REALLY WANT
 10:20:26 TO BE IN A POSITION, ONE, WE HAVE A LOT OF MONEY RIGHT NOW.
 10:20:29 WE HAVE MORE THAT WE COULD SPEND IT ON.
 10:20:31 MY THINKING ON THIS RIGHT NOW IS TO COMPLETE A PROJECT THE
 10:20:39 WAY WE DESIGNED IT INITIALLY AS OPPOSED TO PARTIALLY
 10:20:43 COMPLETING IT AND THEN GOING ON TO OTHER THINGS AND MAYBE
 10:20:47 PARTIALLY COMPLETE.
 10:20:48 WE ENDED UP HAVING FOUR OR FIVE PROJECTS THAT HAVE NEVER

 10:20:51 BEEN COMPLETED LIKE WE WANT TO HAVE THEM DONE.
 10:20:56 I'M THINKING THAT, IN MY MIND, IT'S A MISTAKE NOT TO MOVE
 10:21:02 FORWARD BY PUTTING IN THE IRRIGATION.
 10:21:05 YOU'RE GOING TO PUT GRASS IN THERE.
 10:21:08 THE GRASS, WHEN THE SUMMER COMES OR WINTER COMES, IT GOES
 10:21:12 AND LOOKS BAD.
 10:21:13 HERE WE'RE SPENDING ALL THIS MONEY ON WALKWAYS, LIGHTING ON
 10:21:16 THOSE WALKWAYS, AND THEN WE JUST HAVE KIND OF A GRASSY
 10:21:21 LOOKING AREA.
 10:21:22 I KNOW IF WE PUT IN IRRIGATION, IT WOULD LOOK BETTER.
 10:21:26 I GUESS WHAT I'M SAYING IS, I'M BACKING OUT OF MY POSITION
 10:21:30 OF CUTTING COSTS -- I MEAN, I LIKE TO CUT COSTS BUT I WANT
 10:21:34 TO DO THE JOB RIGHT.
 10:21:36 I DON'T WANT TO HAVE THE VILLAGE HAVE 5, 10 PROJECTS OUT
 10:21:40 THERE HALF DONE, THREE-QUARTERS DONE.
 10:21:43 LET'S FINISH A PROJECT.
 10:21:44 AND IF WE HAVE LESS MONEY TO DO ANOTHER PROJECT IN THE
 10:21:46 FUTURE, WE HAVE TO TAKE THAT INTO CONSIDERATION.
 10:21:49 BUT EVERY PROJECT THAT WE DO, WE COMPLETE.
 10:21:52 NOW, THAT DOESN'T SAY -- I'M SAYING LET'S DO THIS.
 10:21:55 DO WE HAVE TO SPEND \$21 MILLION ON THIS?
 10:21:59 IS THERE A WAY YOU COULD SOFTEN UP THE LANDSCAPE?
 10:22:01 WE DON'T NEED AN ESTERO PARKWAY ON THE SIDE, AND WE TALKED
 10:22:06 ABOUT THAT BEFORE IF THAT'S BEEN FIGURED IN.
 10:22:08 BUT JUST TO PUT GRASS OUT THERE AND NO SPRINKLERS TO ME IS A

 10:22:12 REAL MISTAKE FOR US TO DO.
 10:22:14 IS THERE A HAPPY MEDIUM WE CAN DO?
 10:22:19 OBVIOUSLY, IRRIGATION IS EXPENSIVE.
 10:22:21 ARE THERE A FEW BUSHES WE CAN STICK ALONG THERE THAT WOULD
 10:22:26 REDUCE COST A LITTLE BIT BUT AT LEAST LOOK LIKE IT IS A
 10:22:29 FINISHED PROJECT?
 10:22:30 >>David Willems: YEAH, THE LANDSCAPING CAN BE REDUCED, BUT
 10:22:32 IT'S ONLY GOING TO BE A MARGINAL COST SAVINGS, BECAUSE A
 10:22:35 LARGE PART OF THE EXPENSE IS THE IRRIGATION.
 10:22:38 ONCE YOU IRRIGATE IT, A LOT OF THE COST IS ALREADY THERE.
 10:22:41 MAYBE IT'S A FEW HUNDRED THOUSAND DOLLARS IF YOU SPREAD THE
 10:22:45 PLANTS OUT A LITTLE BIT FURTHER BUT IT'S NOT GOING TO BE A

10:22:48 HUGE NUMBER.
 10:22:49 THAT'S WHY TO REALLY GET THE COST SAVINGS, IT HAD TO BE THE
 10:22:52 IRRIGATION AND LANDSCAPING.
 10:22:54 >>Mayor McLain: ALL RIGHT.
 10:22:54 I'VE SPOKEN TO MY CONCERN.
 10:22:59 >>Jim Ward: JUST TO FOLLOW UP ON JON'S POINT, SO WE'RE
 10:23:04 ELIMINATING THE IRRIGATION AS WELL AS THE EXTENSIVE
 10:23:06 LANDSCAPING, CORRECT?
 10:23:08 >>David Willems: THAT'S WHAT WE WERE DISCUSSING; HOWEVER,
 10:23:11 IT'S ENTIRELY UP TO VILLAGE COUNCIL HOW WE PROCEED.
 10:23:14 THE COST, IF COUNCIL WANTS TO JUST APPROVE THE CONTRACT AS
 10:23:18 SHOWN, WE'LL MOVE FORWARD WITH WRIGHT CONSTRUCTION AND BUILD
 10:23:22 IT AS IT'S DESIGNED WITH LANDSCAPING AND IRRIGATION ON BOTH

 10:23:25 SIDES OF THE ROAD.
 10:23:28 LANDSCAPING AND IRRIGATION IN THE MEDIAN, STREET LIGHTING
 10:23:31 SIMILAR TO ESTERO PARKWAY.
 10:23:33 IT'S ENTIRELY UP TO VILLAGE COUNCIL.
 10:23:36 >>Jim Ward: AGAIN, TO THE MAYOR'S POINT, IF WE DON'T HAVE
 10:23:39 THE IRRIGATION, WHAT HAPPENS TO THE GRASSY AREA THAT'S
 10:23:42 THERE?
 10:23:44 >>David Willems: IT WILL GO DORMANT IN THE WINTER.
 10:23:48 >>Jim Ward: IT WILL SURVIVE?
 10:23:50 >>David Willems: YES.
 10:23:50 >>Vice-Mayor Ribble: THE TYPE OF GRASS --
 10:23:52 >>David Willems: IT WILL BE BAHIA SOD.
 10:23:57 BUT IT WILL BE BROWN.
 10:23:59 IT'S GOING TO BE BROWN.
 10:24:00 >>Mayor McLain: NOT REALLY VERY ATTRACTIVE.
 10:24:03 WHEN YOU LOOK AT OUR VISION FOR THE VILLAGE, IT'S ALWAYS
 10:24:06 BEEN WHEN YOU COME INTO THE VILLAGE, WE WANT YOU TO NOTICE A
 10:24:10 DIFFERENCE.
 10:24:13 BY LETTING THOSE THINGS DIE CERTAIN PARTS OF THE YEAR, IT
 10:24:17 TAKES AWAY FROM THE UNIQUENESS THAT WE HAVE FOR THE VILLAGE.
 10:24:21 THAT'S WHY I'VE HAD A CHANGE OF MY POSITION SAYING LET'S GET
 10:24:25 THIS PROJECT DONE THE WAY WE DESIGNED IT.
 10:24:29 IF WE WERE SAVING \$10 MILLION BY NOT DOING IT, THAT MIGHT BE
 10:24:32 A DIFFERENT THING.
 10:24:34 A COUPLE MILLION BUCKS IS NOT CHUMP CHANGE BY ANY MEANS, BUT

 10:24:42 IT WILL MAKE THE PROJECT LOOK COMPLETE IN MY MIND.
 10:24:47 I THINK WE SHOULD GO FORWARD WITH THE PROJECT AND LOOK AT
 10:24:50 THE BUDGETS.
 10:24:51 WE'LL TALK ABOUT AT A WORKSHOP LATER TODAY, BUT WE HAVE A
 10:24:54 LOT OF MONEY WE CAN SWITCH AROUND.
 10:24:56 WE CAN DO PROJECTS DIFFERENT WAYS.
 10:24:58 MY FEELING AND MY PRINCIPLE BEHIND THIS IS SAYING LET'S
 10:25:01 START A PROJECT.

10:25:03 LET'S FINISH THE PROJECT AS DESIGNED AND MOVE ON TO THE NEXT
 10:25:06 ONES.
 10:25:06 >>George Zalucki: MAYOR, THANK YOU.
 10:25:09 YOU BRING UP A GREAT POINT.
 10:25:10 I THINK WHEN WE WERE DISCUSSING THIS ORIGINALLY -- AGAIN,
 10:25:12 ITEM 11A TALKS ABOUT US HAVING A DISCUSSION ON CAPITAL
 10:25:16 IMPROVEMENT PROJECT PRIORITIES, SO MAYBE WE'RE PUTTING THE
 10:25:19 CART BEFORE THE HORSE, BUT REFLECTING BACK ON OUR ORIGINAL
 10:25:22 DISCUSSION, WE WERE DEFERRING THIS MONEY POTENTIALLY TO
 10:25:26 ANOTHER PROJECT THAT WE DEEMED AS A PRIORITY.
 10:25:29 I COMPLETELY AGREE.
 10:25:31 I DON'T WANT TO COMPROMISE ON STREETLIGHTS.
 10:25:33 I WANT FIRST CLASS.
 10:25:36 AND I WANT FIRST-CLASS LANDSCAPING.
 10:25:38 WHEN WE'RE TALKING ABOUT IT, I THINK THE INTENT WAS TO DEFER
 10:25:42 IT UNTIL MAYBE THAT OTHER PRIORITY WAS LESSENED, DAVID.
 10:25:46 SO LET ME ASK YOU.

 10:25:49 THE TWO AND A HALF MILLION DOLLARS THAT WE WOULD SAVE, WOULD
 10:25:52 IT HAVE ANY SIGNIFICANT IMPACT ON ANY OF OUR PRIORITY
 10:25:55 PROJECTS AS SCHEDULED FOR 2025?
 10:25:59 >>David Willems: DEFINITELY WITHIN THE NEXT TWO YEARS IT
 10:26:01 WOULD, YES.
 10:26:02 THE PROJECTS THAT WE HAVE LISTED AS OUR TOP PRIORITY, SOME
 10:26:06 PROJECTS WOULD HAVE TO MOVE OUT, NOT ONLY BECAUSE OF
 10:26:10 CORKSCREW ROAD, BUT IF WE EXTEND THIS AND WE DO THE SAME
 10:26:14 THING ON BEN HILL GRIFFIN AND WE DO THE SAME THING ON THE
 10:26:18 OTHER SECTION OF CORKSCREW ROAD, THEN WE'RE TALKING PROBABLY
 10:26:25 -- WHEN WE LOOK AT THE NUMBERS WE HAVE ON THAT AGENDA ITEM,
 10:26:27 WE'RE LOOKING AT ADDING PROBABLY FOUR OR FIVE MILLION
 10:26:30 DOLLARS OR MORE TO THAT FIRST PRIORITY, WHICH WAS ALREADY
 10:26:35 TAXED FOR THE TWO YEARS.
 10:26:37 THERE WOULD BE \$5 MILLION OF PROJECTS THAT WOULD HAVE TO
 10:26:39 MOVE OUT.
 10:26:41 >>George Zalucki: THANK YOU FOR THAT.
 10:26:42 SO THE WAY I'M READING THIS THEN IS IF WE APPROVE IT AS
 10:26:46 WRITTEN, WE HAVE THE ABILITY TO MANAGE -- HAVE WRIGHT
 10:26:51 CONSTRUCTION STILL LOWER THE COST THROUGH THIS LANDSCAPE
 10:26:53 REDUCTION PROGRAM OR WHEN WE GET TO 11A AND WE TALK ABOUT
 10:26:57 OUR PRIORITIES, WE COULD SAY, YOU KNOW WHAT, THIS PRIORITY
 10:26:59 IS NOT AS IMPORTANT AS THIS PRIORITY.
 10:27:01 LET'S CONTINUE WITH THE CORKSCREW ROAD.
 10:27:04 SO BY APPROVING THIS, WE'RE GETTING THE WHOLE PACKAGE WITH

 10:27:07 THE ABILITY TO LESSEN, IF WE DEEM FIT.
 10:27:09 IS THAT ACCURATE?
 10:27:11 >>David Willems: YES.
 10:27:11 >>George Zalucki: I WOULD SPEAK ALSO, MAYOR, ON BEHALF OF

10:27:15 THIS.
 10:27:16 >>Rafael Lopez: I AGREE.
 10:27:18 >>Larry Fiesel: WE HAVE THE \$3 MILLION FROM THE STATE -- OR
 10:27:23 THE COUNTY THAT'S GOING TO COME OFF OF THE \$21 MILLION.
 10:27:25 AND WE ALSO HAVE THE ARPA FUNDS.
 10:27:27 I KNOW HOW MUCH MONEY WE RECEIVE FROM THE GOVERNMENT, BUT
 10:27:31 HOW MUCH OF THAT MONEY WOULD APPLY TO THIS PARTICULAR
 10:27:36 PROJECT?
 10:27:36 OR WILL ALL OF THAT MONEY APPLY TO THIS PROJECT?
 10:27:39 >>David Willems: NO.
 10:27:40 I THINK IT WAS IN THE NEIGHBORHOOD OF 10 MILLION WAS THE
 10:27:42 ARPA.
 10:27:43 BUT THAT'S ALL INCLUDED IN OUR BUDGET.
 10:27:45 SO WHEN WE LOOK AT THE INCENTIVES, THAT'S ALL EMBEDDED IN
 10:27:49 THERE, ALL THOSE FUNDS.
 10:27:50 EVEN THE CREDIT FROM THE COUNTY IS EMBEDDED IN THAT
 10:27:53 SPREADSHEET AS A NEGATIVE.
 10:27:55 IT TAKES OFF OF WHAT OUR NET WOULD BE.
 10:27:57 IT'S ALL ACCOUNTED FOR.
 10:28:03 >>Jim Ward: ONE OTHER QUESTION.
 10:28:04 STEVE, AS WE DISCUSSED EARLIER, WHEN WE'RE LOOKING AT THE

 10:28:08 CIP AND THESE PROJECTS THAT WE'RE LOOKING AT, THAT ALREADY
 10:28:13 INCORPORATES US OR INCLUDES US DOING MUNICIPAL BOND FUNDING
 10:28:17 OF ROUGHLY 20 SOME ODD MILLION DOLLARS, CORRECT?
 10:28:21 >>Steven Sarkozy: CORRECT.
 10:28:23 >>Jim Ward: BAKED INTO THIS ALREADY, WE HAVE TO RECOGNIZE
 10:28:25 THAT WE'RE GOING TO HAVE A DEBT ASSOCIATED WITH THE C.I.P.
 10:28:28 OF 20 SOME ODD MILLION DOLLARS WHICH OBVIOUSLY HAS TO BE
 10:28:32 PAID BACK OVER A PERIOD OF TIME AND, QUITE FRANKLY, IS NOT
 10:28:36 INSIGNIFICANT.
 10:28:36 IT'S A DEVIL'S CHOICE HERE.
 10:28:41 DO WE WANT TO DO THE BEST THAT WE CAN DO, BUT WE CAN ONLY DO
 10:28:45 WHAT WE CAN AFFORD AND WE HAVE MULTIPLE PROJECTS ONGOING.
 10:28:49 HAVING SAID THAT, I THINK THE WAY THE AGREEMENT IS WRITTEN,
 10:28:54 AS COUNCILMAN ZALUCKI HAS INDICATED, IT DOES GIVE US THE
 10:28:57 ABILITY TO REDUCE THE COST OR IF WE MAKE A CHOICE LATER ON
 10:29:02 TO COMPLETE THE PROJECT AS ORIGINALLY ENVISIONED.
 10:29:04 BUT I THINK IT'S IMPORTANT TO RECOGNIZE THE OVERALL SCOPE OF
 10:29:09 WHAT WE'RE ANTICIPATING OVER THE NEXT 5 OR 10 YEARS AND HOW
 10:29:13 IT'S GOING TO BE FUNDED.
 10:29:15 >>Vice-Mayor Ribble: BUT IF WE DO ACCEPT THE PROPOSAL AS
 10:29:19 ORIGINALLY WRITTEN, ONE OF OUR PRIORITIES IN THE VERY NEAR
 10:29:23 FUTURE WILL SUFFER BECAUSE THAT MONEY IS BEING TAKEN AWAY
 10:29:28 AND NOW USED FOR LANDSCAPE.
 10:29:36 >>Mayor McLain: WELL, THE ONLY RISK I SEE IN THAT IS I'D
 10:29:40 RATHER DO FEWER PROJECTS CORRECTLY THAN A LOT OF THEM

10:29:44 HALFWAY.
 10:29:45 >>Vice-Mayor Ribble: BUT WE HAVE TOO MANY PROJECTS THAT ARE
 10:29:50 IN LINE TO HAPPEN ALL AT ONCE THAT WE NEED TO DO.
 10:29:54 I'M TALKING ABOUT THE SPORTS PARK AND THEN THE IMPROVEMENTS
 10:29:57 TO THE ORIGINAL 20 ACRES WHERE HIGH 5 IS.
 10:30:01 DO WE MAKE SOMETHING SUFFER THERE?
 10:30:04 ESPECIALLY WHEN WE NEED TO HAVE SPORTS FIELDS DONE SO THAT
 10:30:07 WE CAN MOVE THOSE YOUTH SPORTS GROUPS ONTO THOSE NEW FIELDS
 10:30:12 SO THAT THEN WE CAN DO SOMETHING WITH THE PROPERTY WE JUST
 10:30:15 GOT FROM THE COUNTY.
 10:30:16 >>Mayor McLain: ONE WAY WE CAN LOOK AT THIS -- AND STEVE
 10:30:19 MENTIONED IT -- WE HAVE HIGH 5 THAT WILL GIVE US BETWEEN A
 10:30:23 MILLION AND A MILLION AND A HALF DOLLARS A YEAR.
 10:30:25 WE HAVE POTENTIALLY FOUR OTHER PADS THERE THAT EACH ONE OF
 10:30:30 THOSE CAN CONTRIBUTE X NUMBER OF DOLLARS.
 10:30:34 >>Vice-Mayor Ribble: THAT'S IN THE FUTURE.
 10:30:35 >>Mayor McLain: I DON'T KNOW WHAT IT IS.
 10:30:38 THAT'S GOING TO CONTRIBUTE TO OUR CASH COMING INTO THE AREA.
 10:30:42 I THINK WE DO NEED TO BALANCE THOSE PROJECTS GOING FORWARD
 10:30:47 AND THE TIMING OF THEM.
 10:30:50 I'M NOT SAYING THAT IF WE CUT A MILLION DOLLARS OUT OF THE
 10:30:54 PROJECT OR \$2 MILLION IT'S GOING TO DEGRADE THE PROJECT
 10:30:58 TREMENDOUSLY.
 10:31:01 IT'S A SUBJECTIVE SITUATION.
 10:31:02 I THINK TODAY WHAT WE'RE REALLY TRYING TO DECIDE IS, ONE,

 10:31:06 GIVE THE AUTHORITY OF \$21 MILLION AND CHANGE TO MOVE FORWARD
 10:31:10 WITH THIS WITH THE ABILITY FOR US AT A LATER DATE TO HELP
 10:31:14 STREAMLINE IT.
 10:31:15 THAT'S REALLY THE ISSUE BEFORE US.
 10:31:16 >>Vice-Mayor Ribble: YES, AND THAT'S HOW WE'LL VOTE --
 10:31:18 >>Mayor McLain: WE HAVE SO MANY MOVING PARTS GOING ON ABOUT
 10:31:21 -- YOU KNOW, WE HAVE A VISION.
 10:31:22 I THINK THAT VISION HAS REALLY BEEN GREAT OVER THE LAST FOUR
 10:31:25 OR FIVE YEARS.
 10:31:26 WE'VE BEEN DREAM BEING ALL OF THIS HAPPENING.
 10:31:28 NOW IT'S COMING AND I DON'T WANT TO GET PARALYZED BY THE
 10:31:32 AMOUNT OF MONIES THAT WE HAVE.
 10:31:33 WE'VE SAVED A LOT OF MONEY IN OUR OPERATIONS THERE, AND WE
 10:31:37 WORK VILLAGE-LIGHT.
 10:31:38 I DON'T KNOW WHAT THE FUTURE LOOKS LIKE, BUT WE'VE GOT TO
 10:31:41 MAKE DECISIONS AS WE GO ALONG.
 10:31:43 IF WE'RE GOING TO MAKE DECISIONS AS A RESPONSIBLE COUNCIL,
 10:31:48 WE SHOULD ALWAYS DO THAT WITH THE OVERALL VISION THAT WE
 10:31:50 HAVE, MAKE THIS PLACE UNIQUE.
 10:31:52 AND IF WE SACRIFICE THAT OBJECTIVE, WE'RE DOING A DISSERVICE
 10:31:57 TO THE FUTURE OF ESTERO IN MY MIND.
 10:31:59 THAT DOESN'T MEAN THAT WE CAN'T CUT SOME DOLLARS OUT OF THIS

10:32:02 THING, BECAUSE WHEN YOU LOOK AT THE TOTAL COST OF THE
 10:32:04 PROJECT BEING ABOUT 40 SOME MILLION DOLLARS, OUR
 10:32:08 IMPROVEMENTS ARE HALF OF THAT, ALMOST, LITTLE BIT LESS THAN

 10:32:12 HALF.
 10:32:13 ALL OF US ARE WORRIED ABOUT MONEY.
 10:32:15 LET'S DO THE RIGHT JOB.
 10:32:19 >>Lori Fayhee: I DON'T BELIEVE -- [INAUDIBLE]
 10:32:23 WHAT DATE DID YOU SAY THAT YOU HAVE TO HAVE AN ANSWER ON
 10:32:26 THIS?
 10:32:27 IS THIS WORKING?
 10:32:28 >> NO.
 10:32:30 >>Carol Sacco: YOU HAVE TO GET CLOSER.
 10:32:32 >>Lori Fayhee: DID YOU HEAR MY QUESTION?
 10:32:34 >>David Willems: THE QUESTION WAS ABOUT WHEN WE NEED THIS
 10:32:38 DECIDED.
 10:32:38 WE NEED THE CONTRACT SIGNED BEFORE THE END OF THIS YEAR.
 10:32:44 >>Lori Fayhee: STILL HAVE THREE MEETINGS DO WE?
 10:32:48 TWO MEETINGS COMING UP.
 10:32:49 >>David Willems: BUT THERE STILL IS, DEPENDING ON THE MOTION
 10:32:53 OF THE COUNCIL, THERE IS STILL ROOM EVEN AFTER THE AGREEMENT
 10:32:59 WITH THE WRIGHT CONSTRUCTION TO MAKE CHANGES.
 10:33:01 WE JUST DON'T WANT TO DO THAT TOO LATE.
 10:33:04 WE WANT TO DO THAT PRETTY QUICKLY BECAUSE THEY HAVE PLANNING
 10:33:06 THAT THEY HAVE TO DO, SUPPLIES THEY HAVE TO PURCHASE.
 10:33:10 BUT MOST LIKELY THE LANDSCAPING WOULD BE THE LAST THING
 10:33:13 THAT'S INSTALLED.
 10:33:14 THEY ARE GOING TO DO A LOT OF EARTH MOVING.
 10:33:16 THEY ARE GOING TO DO THE PATH LIKELY FIRST, SO WE GET THEM

 10:33:21 STARTED ON THAT IF WE APPROVE THIS CONTRACT RIGHT NOW, GET
 10:33:24 THEM STARTED ON THAT, AND THEN WE PROBABLY HAVE A COUPLE OF
 10:33:28 MONTHS I CAN WORK WITH THEM ON AN ACTUAL SCHEDULE.
 10:33:31 I WOULD SUSPECT WE HAVE AT LEAST A MONTH OR TWO THAT WE
 10:33:34 COULD PUT IT IN, TAKE IT OUT, AND IT PROBABLY WOULDN'T DELAY
 10:33:38 THE PROJECT SIGNIFICANTLY.
 10:33:39 THERE COULD BE SOME DELAYS, BUT WE'LL WORK WITH THEM TO
 10:33:42 JUSTIFY THOSE.
 10:33:43 >>Lori Fayhee: TECHNICALLY, WE COULD TABLE THIS UNTIL WE GO
 10:33:47 OVER THE C.I.P., RIGHT?
 10:33:50 >>Steven Sarkozy: WE COULD.
 10:33:52 >>Lori Fayhee: I THINK WE HAVE A LOT OF PRIORITIES THAT ARE
 10:33:54 MORE IMPORTANT THAN THIS, IN MY MIND.
 10:33:58 >>Steven Sarkozy: I DON'T DISAGREE.
 10:33:59 BUT THE APPROACH THAT DAVE OUTLINED WOULD STILL GIVE YOU THE
 10:34:04 FLEXIBILITY.
 10:34:05 SO IT LAUNCHES THE PROJECT, AND WE WOULD THEN, WHETHER YOU
 10:34:09 PUT IT AS A MOTION AND WE WOULD UNDERSTAND, WE WOULD COME

10:34:12 BACK TO YOU WITH SOME WAYS TO CUT THIS DOWN, SO LEAVING
 10:34:18 THOSE ELEMENTS AS A FUTURE DISCUSSION POINT.
 10:34:22 WHAT IS VERY CLEAR IS THAT WE HAVE A LOT OF MOVING PIECES.
 10:34:28 WE'VE TALKED ABOUT A LOT OF THEM HERE THAT ARE REVENUE
 10:34:32 PRODUCING, SOME THAT ARE EXPENSE, AND WE CAN'T LAY OUT ALL
 10:34:37 OF THE FACTORS.
 10:34:38 ANOTHER BIG QUESTION OUT THERE ARE SOME OF THE GRANTS THAT

 10:34:42 WE HAVE.
 10:34:43 IF WE SCORE ON THOSE GRANTS TO YOUR POINT OF NOT SPENDING
 10:34:46 THE MONEY UNTIL WE GET IT, IF WE SCORE ON THOSE GRANTS THAT
 10:34:50 ARE CURRENTLY OUT THERE AND BEING CONSIDERED BY THE STATE
 10:34:55 AND FEDERAL GOVERNMENT FOR NINE MONTHS, IF WE SCORE ON
 10:34:59 THOSE, THAT'S LIKE \$25 MILLION.
 10:35:02 IT CHANGES YOUR WHOLE C.I.P. TO THE POSITIVE.
 10:35:05 HEARING YOUR CONSIDERATION, MAYBE THIS IS THE BEST WAY TO
 10:35:13 GO, NOT COMMITTING IRREVOCABLY TO THE FULL MEAL DEAL, BUT
 10:35:20 AGREEING TO START THE PROJECT AND COME BACK TO YOU WITHIN 45
 10:35:26 DAYS OR SOMETHING WITH ALTERNATIVES THAT WOULD ALLOW US TO
 10:35:32 STEP BACK OR ACCELERATE WHATEVER YOU WANT TO DO.
 10:35:37 IT ACCOMPLISHES BOTH.
 10:35:39 >>Vice-Mayor Ribble: I HAVE A QUESTION FOR THE ATTORNEY.
 10:35:41 THE SECOND PARAGRAPH HERE SAYS, IF WE APPROVE THIS CONTRACT
 10:35:46 AS IT SHOWS IN OUR BOOKS, IT SAYS, INSTRUCT VILLAGE STAFF
 10:35:49 AND WRIGHT CONSTRUCTION TO REMOVE THE PROPOSED LANDSCAPING
 10:35:52 AND IRRIGATION ON THE SIDES OF CORKSCREW ROAD AND REDUCE THE
 10:35:56 ADDENDUM TO REFLECT THE CHANGE IN THE PROJECT SCOPE.
 10:36:00 DO WE WANT TO LEAVE THAT PARAGRAPH IN?
 10:36:03 DOESN'T THAT DEMAND THAT WE ARE AGREEING TO REDUCE THE
 10:36:08 PROJECT'S SCOPE?
 10:36:09 HOW DO WE PROCEED WITH THE WORDING THAT'S HERE?
 10:36:14 >>Robert Eschenfelder: YOU'RE LOOKING AT THE AGENDA MEMO.
 10:36:17 >>David Willems: YEAH, JUST THE RECOMMENDED MOTION.

 10:36:19 >>Robert Eschenfelder: I WOULDN'T DO THIS MOTION.
 10:36:24 I WOULD DO A MOTION TO ADOPT THE CONTRACT AND TO INSTRUCT
 10:36:30 STAFF TO COME BACK, WITHIN I THINK THE MANAGER SAID, 45 DAYS
 10:36:33 TO COUNCIL WITH RECOMMENDATIONS TO REDUCE THE PROJECT COST.
 10:36:38 YOU WOULD GIVE DIRECTION AT THAT TIME, AND IF YOU GIVE
 10:36:41 DIRECTION TO REDUCE THE PROJECT SCOPE AND THUS ITS COST, A
 10:36:44 DEDUCTIVE CHANGE ORDER WOULD BE DONE.
 10:36:46 YOU'VE HEARD THAT CAN BE PARSED OUT.
 10:36:48 BUT IN THE MEANTIME, WE CHECK THE BOX OF HAVING A SIGNED
 10:36:52 CONTRACT SO WE CAN TAKE CARE OF THAT FUNDING ISSUE AND
 10:36:54 WRIGHT COULD GET TO WORK ON DOING A LOT OF WHAT EVERYBODY
 10:36:58 AGREES IS GOING TO BE DONE.
 10:36:59 THAT WOULD BE MY RECOMMENDATION IS A MOTION TO APPROVE THE
 10:37:02 CONTRACT AND INSTRUCT STAFF TO COME BACK WITHIN 45 DAYS OF

10:37:06 SCOPE REDUCTION, COST REDUCTION OPTIONS THAT YOU GUYS CAN
 10:37:09 DISCUSS.
 10:37:11 >>Lori Fayhee: THAT BE AN AMENDMENT SO YOU ARE ACTUALLY
 10:37:14 REMOVING --
 10:37:15 >>Robert Eschenfelder: YOU'RE APPROVING THE CONTRACT IN
 10:37:17 TOTAL RIGHT NOW.
 10:37:20 THE STAFF WILL THEN COME BACK AT A FUTURE MEETING AND SAY,
 10:37:23 OKAY, YOU'VE ASKED ME TO MAKE RECOMMENDATIONS.
 10:37:28 HERE ARE THREE DIFFERENT RECOMMENDATIONS TO BRING IT DOWN A
 10:37:31 MILLION, TWO MILLION, THREE MILLION, TELL US WHAT YOU WANT
 10:37:33 TO DO.

 10:37:34 YOU GUYS WOULD THEN GIVE DIRECTION.
 10:37:35 IF DIRECTION YOU GIVE IS TO PULL OUT OF THE SCOPE OF HOW
 10:37:40 IT'S CURRENTLY WRITTEN AND DESIGNED, HE JUST GOES BACK AND
 10:37:43 TELLS WRIGHT, THIS MUCH IS COMING OUT AND WE'RE SAVING THIS
 10:37:47 MUCH.
 10:37:48 IN THE MEANTIME YOU WILL HAVE SIGNED THE CONTRACT --
 10:37:50 >>Mayor McLain: EVERYBODY GOOD WITH THAT?
 10:37:53 >> YES.
 10:37:54 >>George Zalucki: COUNCILPERSON FAYHEE, I UNDERSTAND WHAT
 10:37:57 YOU'RE SAYING ABOUT THE PRIORITIES.
 10:37:58 I THINK WHEN WE GET TO 11A, I THINK WE'LL BE ABLE TO GET
 10:38:03 CLARITY ON WHAT OUR PRIORITIES ARE TO YOUR POINT.
 10:38:06 BUT TO THE VILLAGE ATTORNEY, I THINK THAT IS THE WAY TO
 10:38:08 CRAFT THE MOTION SO IT PROTECTS US ON BOTH SIDES AND THEN DO
 10:38:13 THE BUSINESS HERE IN ABOUT 20 MINUTES AND TALK ABOUT
 10:38:16 PRIORITIES.
 10:38:16 THANK YOU.
 10:38:16 >>Mayor McLain: LET'S OPEN IT UP FOR PUBLIC COMMENTS.
 10:38:19 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT, BUT WE DID HAVE AN
 10:38:21 E-COMMENT THAT EVERYONE GOT YESTERDAY.
 10:38:25 >>Mayor McLain: WITH THAT BEING, I NEED A MOTION.
 10:38:28 >>Rafael Lopez: SO MOVED.
 10:38:30 >>Vice-Mayor Ribble: SECOND.
 10:38:31 >>Mayor McLain: SO MOVED TO THE LANGUAGE --
 10:38:34 >> WHAT HE SAID.

 10:38:35 >>Vice-Mayor Ribble: SO MOVED WHAT HE SAID.
 10:38:36 COME BACK IN 45 DAYS.
 10:38:37 >>Mayor McLain: THE VICE-MAYOR HAS SECONDED THAT.
 10:38:42 MADAM CLERK, PLEASE CALL THE ROLL.
 10:38:45 >>Larry Fiesel: AYE.
 10:38:46 >>Lori Fayhee: AYE.
 10:38:48 >>Rafael Lopez: AYE.
 10:38:49 >>Jim Ward: AYE.
 10:38:51 >>George Zalucki: AYE.
 10:38:51 >>Vice-Mayor Ribble: AYE.

10:38:52 >>Mayor McLain: AYE.
 10:38:54 NEXT ON THE AGENDA IS ITEM 6F, ESTERO ON THE RIVER
 10:38:58 CONSTRUCTION MANAGER AT RISK CONTRACT GUARANTEED MAXIMUM
 10:39:02 PRICE, ADDENDUM NUMBER 01.
 10:39:05 STEVE, PLEASE INTRODUCE THIS.
 10:39:07 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:39:10 THIS PROPERTY HAS BEEN REFERRED PREVIOUSLY AT THIS MEETING.
 10:39:15 WE PURCHASED THIS PROPERTY FOR \$24.5 MILLION.
 10:39:18 IT'S A TOTAL OF 62.5 ACRES.
 10:39:21 THE PREVIOUS COUNCILS HAVE MOVED TO PRESERVE THE UNIQUE
 10:39:30 LANDSCAPING THAT'S ALREADY THERE ON THE SOUTH SIDE OF THE
 10:39:36 RIVER.
 10:39:36 AND THIS PROJECT INITIATES A DEVELOPMENT OF A PATHWAY, A
 10:39:42 BRIDGE OVER THE RIVER AND ACCESS FROM THE NORTH LEAVING AS
 10:39:46 MUCH OF THE UNIQUE LANDSCAPING AS POSSIBLE.

10:39:53 I'LL TURN IT OVER TO DAVID WHO IS COORDINATING THE PROJECT.
 10:39:56 THIS IS ANOTHER CONSTRUCTION MANAGER AT RISK PROJECT WHERE
 10:40:01 OUR COSTS ARE FIXED WITH LIMITS FOR ANY TYPE OF OVERAGES.
 10:40:06 DAVID?
 10:40:08 >>David Willems: GOOD MORNING AGAIN.
 10:40:09 SO THIS IS VERY SIMILAR TO THE PREVIOUS AGENDA ITEM IN THAT
 10:40:13 THE PROCESS OF IT IS THAT THIS CAME BEFORE VILLAGE COUNCIL A
 10:40:17 MONTH AGO WITH THE CONTRACT AND SCOPE.
 10:40:22 AND WE WENT BACK AND TALKED TO THE CONTRACTOR ABOUT WHAT
 10:40:25 COULD BE DONE TO SAVE MONEY.
 10:40:28 AND REALLY, WITHOUT MAKING A HUGE CHANGE IN THE INTENT OF
 10:40:31 THE PROJECT, WHAT THEY CAME BACK WITH WAS WE COULD SAVE
 10:40:36 ABOUT \$500,000 IF WE REMOVED THE PAVED SURFACE FOR THE PATH
 10:40:43 AND WENT WITH A MULCHED PATH ON THE SOUTH SIDE OF THE RIVER.
 10:40:46 WHAT THIS AGENDA ITEM IS THAT PROJECT, WITH EVERYTHING THAT
 10:40:50 WAS PREVIOUSLY PROPOSED, PLUS REMOVING THE PAVED PATH AND
 10:40:55 ADDING A MULCHED PATH.
 10:40:56 IT WOULD BE A LITTLE MORE OF A RUSTIC PATH SYSTEM, AND
 10:41:00 THERE'S NOTHING PROHIBITING US FROM IN THE FUTURE PAVING IF
 10:41:05 IT'S NEEDED IN THE FUTURE.
 10:41:07 >> WHAT IS THE SAVINGS?
 10:41:09 >>David Willems: ABOUT \$500,000.
 10:41:11 IT STILL INCLUDES THE BRIDGE, THE RESTROOM.
 10:41:15 THIS PROJECT ACTUALLY INCLUDES SOME OF THE UEP IN THAT
 10:41:18 BECAUSE SUNNY GROVES ACROSS THE STREET ISN'T MOVING FORWARD

10:41:23 AS QUICKLY AS WE WOULD LIKE TO, THIS PROJECT NOW INCLUDES
 10:41:27 GOING UNDERNEATH THE RIVER WITH A FORCE MAIN.
 10:41:30 SO THIS SECTION WILL NOW HAVE A FORCE MAIN.
 10:41:32 IT ALREADY HAS WATER ALONG U.S. 41, BUT IT WILL HAVE A FORCE
 10:41:36 MAIN THAT IF AND WHEN THIS AREA LOOKS TO DEVELOP OR
 10:41:39 REDEVELOP, THERE WILL BE A PLACE TO CONNECT FOR SEWER.

10:41:44 >>Lori Fayhee: WHICH AREA?
 10:41:45 >>David Willems: THIS WHOLE REGION ON THE SCREEN.
 10:41:48 RIGHT NOW THERE'S NO SEWER.
 10:41:49 THE CLOSEST SEWER IS REALLY AT CORKSCREW ROAD AND ESTERO
 10:41:52 PARKWAY.
 10:41:53 SO THIS BRINGS THE SEWER UP TO BASICALLY THIS PROJECT AREA.
 10:41:58 ALMOST TO I THINK COUNTY ROAD, JUST ABOUT TO COUNTY ROAD.
 10:42:06 >>Mayor McLain: ANY COMMENTS FROM COUNCIL?
 10:42:11 >>George Zalucki: DAVID, YOU MENTIONED ABOUT THE PATHS GOING
 10:42:14 FROM ASPHALT TO MULCH.
 10:42:17 >>David Willems: IT WASN'T ASPHALT.
 10:42:19 IT WAS A RUBBERIZED PERVIOUS SURFACE.
 10:42:24 >>George Zalucki: ALSO TO NOTE, WE WOULD BE ALSO REMOVING
 10:42:26 THE CONCRETE OR ASPHALT PARKING LOT?
 10:42:30 >>David Willems: AT THIS POINT WE ARE NOT PROPOSING TO DO
 10:42:33 THAT BECAUSE THE COST SAVINGS DIDN'T COME BACK AS A HUGE
 10:42:35 NUMBER.
 10:42:36 NOW, WHAT WE COULD DO -- YOU KNOW, THE WAY WE WERE DOING IT,
 10:42:40 IT WOULD STILL BE A STABILIZED SURFACE WHICH IS WHY IT WAS

 10:42:44 STILL RELATIVELY EXPENSIVE.
 10:42:45 IF WE WANTED TO MAYBE IT'S JUST A DIRT PATH BUT IT'S NOT
 10:42:50 GOING TO BE FINISHED.
 10:42:51 IT'S GOING TO BE HARD TO GET IN IF IT'S NOT STABILIZED,
 10:42:54 ESPECIALLY IN THE SUMMER WHEN IT'S WET.
 10:42:57 BUT THAT WOULD PROBABLY BE A MORE SUBSTANTIAL COST SAVINGS.
 10:43:01 >>George Zalucki: I THOUGHT PREVIOUSLY WE WERE TALKING ABOUT
 10:43:03 THE PARKING LOT ON THE NORTH SIDE OF THE RIVER.
 10:43:05 >>David Willems: CORRECT.
 10:43:06 >>George Zalucki: INSTEAD OF COMMITTING TO SOME HARD
 10:43:09 SURFACE, LEAVE IT GRAVEL OR WHATEVER THE SURFACE IS BECAUSE
 10:43:12 WE DON'T HAVE THE OVERLYING PLAN YET, THE ABSOLUTE PLAN FOR
 10:43:18 THAT AREA.
 10:43:19 >>David Willems: WE COULD DO THAT.
 10:43:21 IF COUNCIL WANTS TO DO THAT, IT COULD BE A SIMILAR MOTION TO
 10:43:24 THE PREVIOUS THAT THAT'S WHAT WE ADD AND INCLUDE THAT IN THE
 10:43:28 ULTIMATE CONTRACT.
 10:43:30 >>Mayor McLain: BUT WHEN YOU LOOK AT THE COST SHEET, EXHIBIT
 10:43:33 E, SAYS DELETE ASPHALT PAVING AT DRIVES AND PARKING STALLS,
 10:43:37 LEAVE GRAVEL DRIVES AND ADD SOD IN PARKING STALLS.
 10:43:42 BY ELIMINATING THE PAVING, THAT'S ONLY GOING TO SAVE US
 10:43:45 \$86,000.
 10:43:46 AND WHAT YOU'RE SAYING IS GRAVEL IS NICE BUT IT'S GOING TO
 10:43:51 GET RUTTED OUT.
 10:43:53 SAVINGS OF 86,000, THAT IS A PRETTY LONG STRETCH OF PAVEMENT

 10:43:58 IN THERE.
 10:43:58 I'M IN FOR SAVING MONEY, AND I AGREE WITH YOU THAT WE DON'T

10:44:03 KNOW WHAT WE'RE DOING ON THE NORTH SIDE OTHER THAN WE NEED A
 10:44:07 PARKING SPOT TO GET ACCESS TO THE SOUTH SIDE WHERE THE
 10:44:10 BRIDGE IS GOING TO BE.
 10:44:13 HOW LONG AND HOW MUCH MONEY WE'VE GOT TO IMPROVE AND HOW WE
 10:44:16 IMPROVE THE NORTH SIDE IS UP FOR DEBATE.
 10:44:18 AT A LATER DATE, WE SPEND \$86,000 MORE BUT WE MAY HAVE TO
 10:44:24 RIP THAT ROAD OUT, WHICH I DON'T LIKE DOING, BUT IT'S NOT A
 10:44:29 FINISHED PROJECT RIGHT NOW.
 10:44:30 WE'RE GETTING ACCESS AND THE GRAVEL, WE HAVE ALL SEEN GRAVEL
 10:44:38 ROADS.
 10:44:39 THEY GET BAD.
 10:44:40 HAVE TO MAINTAIN THEM.
 10:44:42 BY THE TIME YOU MAINTAIN ONE OR TWO TIMES OVER A COUPLE OF
 10:44:45 YEARS IF THAT'S WHAT IT IS GOING TO BE, CHEAPER TO STICK IN
 10:44:48 \$86,000.
 10:44:49 >>David Willems: RIGHT.
 10:44:50 THAT WOULD BE A CONCERN.
 10:44:52 >>Mayor McLain: I THOUGHT ABOUT ELIMINATING THAT.
 10:44:53 NOW I'M LOOKING AT IT SAYING MAYBE WE INCLUDE IT.
 10:44:57 I DON'T HAVE A PROBLEM WITH THE WALKING PATHS GOING TO MULCH
 10:45:00 BECAUSE, ONE, WE DON'T KNOW HOW MUCH PEOPLE ARE GOING TO USE
 10:45:02 IT.
 10:45:03 TWO, WE ALSO DON'T KNOW ONCE WE CLEAR THOSE PATHS OUT, I

 10:45:08 GUESS THEY ARE IN THERE NOW, HOW MUCH TREE ROOT GROWTH IS
 10:45:11 GOING TO BE IN THERE THAT WOULD IMPACT, IF WE PUT A REALLY
 10:45:14 NICE SURFACE IN THERE, IN FIVE YEARS, IS IT GOING TO BE ALL
 10:45:18 GROWN UP.
 10:45:19 THIS GIVES US A TEMPORARY THING.
 10:45:23 PUT IN AN ENHANCED HANDICAP SURFACE AT A LATER DATE, WE KNOW
 10:45:27 WHAT THE EXPERIENCE IS IN THERE.
 10:45:29 WHAT I THINK I SEE AND HEAR IS THAT WE'RE GOING TO SAVE
 10:45:33 \$500,000 ON THIS PROJECT BY ELIMINATING THE PAVEMENT.
 10:45:37 EVERYTHING ELSE WOULD BE AS YOU DESIGNED IT.
 10:45:39 >>David Willems: YES, CORRECT.
 10:45:40 >>Vice-Mayor Ribble: I AGREE WITH YOU, MAYOR.
 10:45:44 >>Jim Ward: AREN'T MOST PROJECTS LIKE THIS HAVE SOFT
 10:45:46 SURFACES AS OPPOSED TO A HARD SURFACE?
 10:45:49 >>David Willems: THEY CAN, YEAH.
 10:45:50 IT DEPENDS ON IF YOU'RE GOING MORE PRIMITIVE OR GOING MORE
 10:45:54 FINISHED.
 10:45:55 >>Jim Ward: MOST OF THE NATURAL LANDSCAPES, WALKING PATH
 10:46:00 TYPE AREAS I'VE BEEN THROUGH IN PAST YEARS GENERALLY SOFT
 10:46:04 SURFACES THAT ARE NOT HARD ON THE FEET.
 10:46:06 I THINK IT'S A GOOD MOVE.
 10:46:10 >>Mayor McLain: LARRY, YOU HAVE A QUESTION?
 10:46:11 HE WAS ITCHING.
 10:46:18 >>Lori Fayhee: I KNOW THIS ONE IS KIND OF A LOW PRICE TAG,

10:46:23 BUT DO WE NEED EV CHARGING STATION BACK THERE?

10:46:26 THIS IS KIND OF A RUSTIC AREA, RIGHT?

10:46:30 >>David Willems: YEAH, THAT IS A REQUIREMENT OF OUR CODE,
10:46:33 AND THAT'S WHY IT'S IN THERE.

10:46:35 >>Lori Fayhee: REALLY?

10:46:36 >>David Willems: YEP.

10:46:37 >>Lori Fayhee: WOW.

10:46:38 FOR REQUIREMENT OF THE CODE --

10:46:40 >>David Willems: ANY DEVELOPMENT WITHIN THE VILLAGE WHEN
10:46:43 YOU'RE DOING A PARKING LOT, YOU ARE SUPPOSED TO HAVE
10:46:47 ELECTRIC VEHICLE CHARGING STATIONS.

10:46:49 >>Lori Fayhee: OKAY.

10:46:50 THANK YOU.

10:46:50 LEARNED SOMETHING NEW.

10:46:54 >>Mayor McLain: ANY OTHER QUESTIONS?

10:46:55 IF NOT, ANY PUBLIC COMMENTS?

10:46:59 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.

10:47:01 >>Mayor McLain: WE NEED A MOTION THAT SHOULD SAY WE'LL
10:47:05 ELIMINATE -- HOW MUCH IS THAT?

10:47:10 >>Vice-Mayor Ribble: 500,000.

10:47:11 >>Mayor McLain: WHAT IS THE MOTION GOING TO BE TO ELIMINATE?

10:47:14 >>Robert Eschenfelder: YOU WOULD DO A MOTION TO APPROVE THE
10:47:16 AGREEMENT WITH THE ADJUSTMENT OF REMOVING THE WALKWAY AND
10:47:21 MAKING IT MULCH AT A SAVINGS OF 500,000.

10:47:26 >>Mayor McLain: I'M LOOKING FOR A MOTION ON THAT?

10:47:28 >>Rafael Lopez: SO MOVED.

10:47:29 >>Mayor McLain: COUNCILMAN LOPEZ HAS MADE THE MOTION.
10:47:31 SECONDED BY -- COUNCILMAN FIESEL MADE THE SECOND.
10:47:36 LOPEZ.

10:47:42 >>Carol Sacco: LOPEZ AND FIESEL.

10:47:45 >>George Zalucki: AYE.

10:47:47 >>Jim Ward: AYE.

10:47:49 >>Rafael Lopez: AYE.

10:47:51 >>Lori Fayhee: AYE.

10:47:52 >>Larry Fiesel: AYE.

10:47:54 >>Vice-Mayor Ribble: AYE.

10:47:54 >>Mayor McLain: AYE.

10:47:56 NEXT ON THE AGENDA IS 6G, WILLIAMS ROAD EASEMENT ACQUISITION
10:48:01 SERVICES CONTRACT.

10:48:03 STEVE, PLEASE INTRODUCE THIS.

10:48:05 >>Steven Sarkozy: I'LL TURN THIS OVER TO DAVID WILLEMS.
10:48:08 AS PART OF OUR C.I.P. PROCESS, WE NEED TO ACQUIRE CERTAIN
10:48:14 PUBLIC RIGHTS-OF-WAY FOR PROJECTS THAT ARE IN OUR LONG-TERM
10:48:19 VISION.

10:48:19 THIS IS ONE OF THOSE PROJECTS THAT WOULD BENEFIT FROM DOING
10:48:24 SOME EARLY ACQUISITION OF ROADSIDE DITCHES.

10:48:27 DAVID?
 10:48:27 >>David Willems: THIS IS ONE OF THE LESSONS LEARNED.
 10:48:30 A LOT OF THE PROJECTS WE'VE BEEN WORKING ON, THE THING THAT
 10:48:33 DELAYS US THE MOST IS ACTUALLY GETTING EASEMENTS OR
 10:48:36 RIGHTS-OF-WAY THAT WE NEED FOR THOSE PROJECTS BECAUSE WE

 10:48:39 DON'T USE THEM IN A DOMAIN GENERALLY.
 10:48:42 WE TRY TO WORK WITH THE PROPERTY OWNERS AND COME UP WITH
 10:48:44 SOLUTIONS THAT ARE WIN-WIN.
 10:48:46 SO THIS IS AN EXISTING DITCH THAT IS A DRAINAGE DITCH FOR
 10:48:50 RIVER RANCH ROAD AND WILLIAMS ROAD THAT IS ACTUALLY -- IT'S
 10:48:54 REALLY A ROADSIDE DITCH THAT'S ACTUALLY ON PRIVATE PROPERTY,
 10:48:57 WHICH CREATES SOME COMPLEXITIES.
 10:49:00 IT'S ALSO DIRECTLY ADJACENT TO OUR SIDEWALK ALONG WILLIAMS
 10:49:04 ROAD THAT WHEN WE WOULD DO IMPROVEMENTS ALONG WILLIAMS ROAD,
 10:49:08 WE PROBABLY WANT TO DO SOMETHING WITH THAT SIDEWALK.
 10:49:11 RIGHT NOW, IT'S A VERY NARROW STRAIGHT SIDEWALK.
 10:49:13 IT WOULD BE GOOD TO BE ABLE TO MEANDER IT.
 10:49:18 THE IDEA IS GET IN FRONT OF IT AND WORK WITH THE PROPERTY
 10:49:21 OWNERS TO GET EASEMENTS OR PROPERTY RIGHTS OR EVEN
 10:49:23 RIGHT-OF-WAY SO THAT WE'D HAVE THE ABILITY TO DO THE PATH IN
 10:49:26 THE LONG-TERM, BUT IN THE SHORT TERM, IT WOULD ALLOW THE
 10:49:30 VILLAGE TO MAINTAIN A DITCH THAT REALLY RIGHT NOW IS NOT
 10:49:33 MAINTAINED AT ALL.
 10:49:35 AND HOPEFULLY THE WIN-WIN HERE IS THAT THE VILLAGE GETS THE
 10:49:38 USE OF THAT EASEMENT POTENTIALLY IN THE FUTURE FOR A PATH
 10:49:42 AND THEN THOSE PRIVATE LANDOWNERS DON'T HAVE TO MAINTAIN A
 10:49:46 DITCH THAT REALLY IS A ROADSIDE DITCH.
 10:49:48 THIS IS REALLY A CONTRACT TO HAVE OUR CONSULTANT WORK WITH
 10:49:52 THOSE PROPERTY OWNERS TO TRY TO GET THAT INSTEAD OF HAVING
 10:49:57 VILLAGE STAFF WHICH WE'RE NOT TYPICALLY VERY GOOD AT GETTING

 10:49:59 THAT DONE.
 10:50:00 THEY HAVE BEEN A BIG HELP ON THE OTHER ROADWAYS, CORKSCREW
 10:50:04 ROAD AND RIVER RANCH ROAD.
 10:50:06 THAT'S WHAT THIS CONTRACT IS, JUST KIND OF LOOKING OUT
 10:50:09 FURTHER TO SEE WHERE WE MIGHT NEED EASEMENTS AND TRY TO GET
 10:50:12 THOSE NOW.
 10:50:13 THERE IS A LOT, AND THIS IS A LITTLE MORE COMPLICATED THAN
 10:50:15 IT PROBABLY WOULD BE IN MOST OTHER LOCATIONS, BECAUSE EACH
 10:50:19 ONE OF THOSE HOMES, SINGLE-FAMILY HOMES OWNS ALL THE WAY TO
 10:50:23 THE RIGHT-OF-WAY.
 10:50:23 SO WE DON'T GET TO NEGOTIATE WITH AN HOA.
 10:50:27 WE HAVE TO NEGOTIATE WITH EACH LANDOWNER, WHICH MAKES IT A
 10:50:30 LOT MORE COMPLICATED.
 10:50:31 WITH THAT, I CAN ANSWER ANY QUESTIONS.
 10:50:34 >>Mayor McLain: ANY QUESTIONS?
 10:50:36 >>Vice-Mayor Ribble: THIS WILL HELP FLOODING, RIGHT?

10:50:38 >>David Willems: YEAH, IT WILL ALLOW US TO MAINTAIN THAT
 10:50:41 DITCH.
 10:50:41 THAT IS A GOOD POINT.
 10:50:42 >>Vice-Mayor Ribble: WHERE DOES THE WATER GO?
 10:50:45 >>David Willems: ULTIMATELY IT DRAINS TO THREE OAKS PARKWAY.
 10:50:49 AND THEN NORTH TO THE SOUTH BRANCH OF THE ESTERO RIVER.
 10:50:52 THAT IS A GOOD POINT.
 10:50:53 IN CASE PEOPLE AREN'T FAMILIAR, ALL THESE TREES HERE, A LOT
 10:50:56 OF THOSE ARE EXOTIC TREES AND THERE ACTUALLY IS A DITCH IN

 10:51:01 THERE.
 10:51:01 YOU WOULDN'T KNOW IT FROM DRIVING BY, BUT THERE'S ACTUALLY A
 10:51:05 DITCH IN THERE.
 10:51:07 OBVIOUSLY, THE WATER IS NOT FLOWING LIKE IT COULD IF IT WAS
 10:51:10 CLEANED OUT.
 10:51:10 THE IDEA WOULD BE TO GET CONTROL OF THAT AND THEN WE WOULD
 10:51:13 BE ABLE TO MAINTAIN IT AND THEN MAYBE DO SOMETHING A LITTLE
 10:51:17 NICE WE ARE THE PATH ONCE WE DO SOMETHING ON WILLIAMS ROAD.
 10:51:22 THIS IS OVER BY THE MILAN VILLAS.
 10:51:25 THEY HAVE CLEANED IT OUT A LITTLE BIT.
 10:51:28 YOU CAN ACTUALLY SEE THAT THERE IS A DITCH IN THERE.
 10:51:30 WHAT WE WOULD WANT TO DO IS GET THE WHOLE DITCH TO KIND OF
 10:51:33 LOOK LIKE THAT.
 10:51:34 WE WOULDN'T BE LOOKING TO TAKE OUT EVERY TREE BECAUSE IT IS
 10:51:37 NICE TO HAVE TREES ALONG THE DITCH.
 10:51:39 IT WOULD JUST LOOK BETTER AND IT'S HEALTHY FOR THE DITCH.
 10:51:43 WE WANT TO GET THE STUFF IN THE DITCH SO IT FLOWS BETTER
 10:51:46 THROUGH THAT AREA.
 10:51:47 >>Mayor McLain: ANY OTHER QUESTIONS?
 10:51:50 >>Vice-Mayor Ribble: ONE PROPERTY OWNER THAT SAYS NO, DOES
 10:51:52 THAT CANCEL OUT THE WHOLE THING FOR EVERYBODY?
 10:51:55 >>David Willems: IT COULD MAKE IT COMPLICATED.
 10:51:58 WE WOULD TRY TO GET EVERYBODY INVOLVED.
 10:52:01 HOPEFULLY THEY SEE THE ADVANTAGE BECAUSE AT SOME POINT THAT
 10:52:04 DITCH NEEDS TO BE MAINTAINED.

 10:52:06 AND IF THEY DON'T GIVE US AN EASEMENT OR GIVE US THE
 10:52:08 PROPERTY, THEN THEY ARE GOING TO BE THE ONES THAT HAVE TO DO
 10:52:11 THAT.
 10:52:13 >>Mayor McLain: OKAY.
 10:52:14 OPEN IT UP FOR PUBLIC COMMENTS?
 10:52:16 >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.
 10:52:18 >>Mayor McLain: I'M LOOKING FOR A MOTION TO APPROVE THIS.
 10:52:20 THE VICE-MAYOR HAS MADE THE MOTION.
 10:52:23 SECONDED BY COUNCILMAN FIESEL HAS MADE THE SECOND.
 10:52:27 MADAM CLERK, PLEASE CALL THE ROLL.
 10:52:30 >>Larry Fiesel: AYE.
 10:52:32 >>Lori Fayhee: AYE.

10:52:33 >>Rafael Lopez: AYE.
 10:52:35 >>Jim Ward: AYE.
 10:52:36 >>George Zalucki: AYE.
 10:52:37 >>Vice-Mayor Ribble: AYE.
 10:52:39 >>Mayor McLain: AYE.
 10:52:40 NEXT ON THE AGENDA IS ITEM 6H, BLOCK LANE EASEMENT
 10:52:45 ACQUISITION SERVICES CONTRACT.
 10:52:46 STEVE, WOULD YOU PLEASE INTRODUCE?
 10:52:47 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:52:50 THERE IS A PUBLIC WALKWAY ALONG BLOCK LANE THAT IS ACTUALLY
 10:52:55 AVAILABLE TO THE COMMUNITY BUT PRIVATELY OWNED AND OPERATED.
 10:52:59 THERE ARE SOME ISSUES THERE WITH THE WALKWAY.
 10:53:05 WE PROPOSED ACQUIRING THE WALKWAY, BUT I'LL TURN IT OVER TO

 10:53:09 DAVID TO DESCRIBE WHAT'S THOUGHT OF HERE.
 10:53:14 IT IS NOT NECESSARILY TIME SENSITIVE.
 10:53:17 SO IF THERE ARE CONCERNS WITH IT, WE CAN DEAL WITH IT
 10:53:22 ACCORDINGLY.
 10:53:22 >>David Willems: JUST BY WAY OF A LITTLE BIT OF BACKGROUND
 10:53:26 OF WHY THIS IS COMING FORWARD IS THERE IS REALLY TWO
 10:53:29 SINGLE-FAMILY PROPERTIES LOCATED ON THE VERY EAST END, RIGHT
 10:53:33 ALONG RIVER RANCH ROAD.
 10:53:35 THAT -- THOSE SINGLE-FAMILY PROPERTIES ACTUALLY OWN THE
 10:53:39 PUBLIC SIDEWALK.
 10:53:39 SO THEY HAVE PEOPLE WALKING ON THEIR PROPERTY ON A SIDEWALK
 10:53:44 WITH ALL THE LIABILITY THAT GOES ALONG WITH THAT.
 10:53:49 WE RECOGNIZE THAT A LITTLE WHILE AGO AND TRYING TO FIGURE
 10:53:53 OUT HOW TO ADDRESS THAT.
 10:53:55 WHEN WE WERE LOOKING INTO THAT, WE THOUGHT, WELL, THE
 10:53:57 SIDEWALK GOES ALL THE WAY TO THE PARK.
 10:54:00 WHY DON'T WE EXTEND TRYING TO GET THAT SIDEWALK ALL THE WAY
 10:54:02 TO THE END OF THE ROAD.
 10:54:03 I THINK REALLY THE FOCUS IS THE FIRST TWO LOTS.
 10:54:07 THAT'S REALLY WHAT IS THE MOST IMPORTANT.
 10:54:09 AND WITH SOME OF THAT FEEDBACK WE'VE GOTTEN FROM THE
 10:54:12 COMMUNITIES IN THAT AREA, IT MIGHT BE A GOOD IDEA, AS THE
 10:54:16 MANAGER SAID, THAT THIS IS NOT TIME SENSITIVE FOR THE
 10:54:19 VILLAGE AT ALL.
 10:54:20 IN FACT, WE DON'T NEED THE SIDEWALK.

 10:54:22 IT WAS MORE OF AN IDEA OF TRYING TO LIMIT THEIR LIABILITY
 10:54:26 BECAUSE A PUBLIC SIDEWALK SHOULD PROBABLY BE OWNED BY THE
 10:54:29 VILLAGE WHEN THE RESIDENTS, YOU KNOW, THE GENERAL PUBLIC IS
 10:54:32 USING IT.
 10:54:33 MAYBE TO KIND OF CUT THINGS OFF, MAYBE WE REDUCE THIS SCOPE
 10:54:37 A LITTLE BIT AND REALLY JUST USE THIS CONTRACTOR TO REALLY
 10:54:41 WORK WITH THOSE TWO PROPERTIES FIRST, TRY TO GET THAT
 10:54:45 SIDEWALK, AND THEN WE CAN WORK ON THE REST OF IT SOME OTHER

10:54:48 TIME.
 10:54:49 SO MAYBE THE MOTION IS TO APPROVE THE CONTRACT WITH THE
 10:54:52 REDUCTION TO NOT TO EXCEED \$10,000 FOR THAT CONSULTANT TO
 10:54:57 WORK WITH THOSE TWO FIRST PROPERTIES.
 10:55:03 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
 10:55:05 COMMENTS?
 10:55:07 >>Lori Fayhee: WHICH WERE THE TWO FIRST PROPERTIES AGAIN
 10:55:10 PLEASE?
 10:55:10 >>David Willems: THERE ARE TWO HOMES THAT ARE RIGHT ALONG
 10:55:13 RIVER RANCH ROAD.
 10:55:14 THEY ARE SINGLE-FAMILY HOMES.
 10:55:15 SO YOU HAVE SINGLE-FAMILY LOTS THAT ACTUALLY OWN.
 10:55:18 IT IS VERY DIFFICULT FOR THEM TO MAINTAIN IT AND THE
 10:55:21 LIABILITY THAT GOES ALONG WITH THAT IS NOT IDEAL.
 10:55:25 >>Mayor McLain: I THINK EVERYBODY RECEIVED COMMENTS FROM THE
 10:55:29 FOLKS THAT LIVE ALONG BLOCK LANE THERE.
 10:55:33 I HAD ONE CONVERSATION, BUT I ACTUALLY DROVE OUT THERE AND

 10:55:36 LOOKED -- I THINK IT IS A NICE LOOKING SIDEWALK, MEANDERING
 10:55:41 AND ALL THAT EXCEPT FOR THE TWO LOTS YOU TALK ABOUT.
 10:55:44 THAT CEMENT SIDEWALK THERE HAS DEFINITELY GOT A HAZARD IN IT
 10:55:50 RIGHT NOW THAT IS TIME SENSITIVE I THINK.
 10:55:52 SOMEBODY COULD TRIP ON THAT AND SUE THE LANDOWNER, THAT'S
 10:55:55 NOT A GOOD SITUATION.
 10:55:56 MY OBSERVATION OF THE REST, LOOKS PRETTY GOOD.
 10:55:59 STEVE DID MENTION TO ME THAT IT MAY NOT BE A HUNDRED PERCENT
 10:56:04 UP TO CODE, BUT IF THE PROPERTY OWNERS WANT TO MAINTAIN IT,
 10:56:08 I THINK THERE ARE SOME PEOPLE HERE IN THE AUDIENCE WE NEED
 10:56:10 TO HEAR FROM.
 10:56:12 I THINK THEY SIGNED UP.
 10:56:13 I'D RECOMMEND THAT MAYBE WE HEAR SOME OF THEIR COMMENTS.
 10:56:16 AFTER WE HEAR THEIR COMMENTS, WE CAN MAKE A DECISION.
 10:56:18 I THINK WE HAVE POTENTIALLY SAID LET'S NOT DO THE WHOLE
 10:56:25 THING.
 10:56:26 LET'S DO THOSE FIRST TWO LOTS THAT ARE IN THERE.
 10:56:29 THAT'S KIND OF THE BASIS OF WHERE WE MAY BE GOING WITH THIS,
 10:56:33 IF YOU GUYS AGREE TO THAT.
 10:56:36 DO WE HAVE PEOPLE SIGNED UP?
 10:56:38 >>Carol Sacco: ONE E COMMENT THAT EVERYONE RECEIVED.
 10:56:41 THE FIRST PERSON ON THE COMMENTS IS LINDA VERAJA FROM OAKS
 10:56:48 OF ESTERO.
 10:56:56 >> MY NAME IS LINDA VERAJA.
 10:57:00 I AM HERE REPRESENTING MYSELF.

 10:57:02 >>Mayor McLain: NEED YOUR ADDRESS ALSO PLEASE FOR THE
 10:57:03 RECORD.
 10:57:05 >> YES, 21510 OAKS OF ESTERO CIRCLE.
 10:57:11 AS I SAID, I'M HERE REPRESENTING MYSELF BUT ALSO I'M HERE TO

10:57:16 DELIVER A SIGNED STATEMENT FROM 18 AND OUT OF 23 HOMEOWNERS
 10:57:21 IN THE OAKS OF ESTERO SUBDIVISION AND MANY OF US ARE HERE IN
 10:57:25 ATTENDANCE.
 10:57:25 CAN I READ THE STATEMENT THEN?
 10:57:28 >>Mayor McLain: SURE.
 10:57:29 >> AS HOMEOWNERS IN THE SUBDIVISION, THE OAKS OF ESTERO, OUR
 10:57:33 HOA OWNS THE EASEMENT TITLED PALMS OF ESTERO, LLC AND HAS
 10:57:37 BEEN RESPONSIBLE FOR THE LANDSCAPING AND ROAD MAINTENANCE
 10:57:40 FOR THE NORTHWESTERN PORTION OF BLOCK LANE WHICH ABUTS THE
 10:57:44 PUBLIC ACCESS WALKING ENTRANCE TO THE ESTERO COMMUNITY PARK.
 10:57:47 THIS HAS BEEN A QUIET RESIDENTIAL NEIGHBORHOOD ON A DEAD-END
 10:57:51 STREET AND AS INTERESTED PARTIES TO THE PROPOSED BLOCK LANE
 10:57:55 RIGHT-OF-WAY ACQUISITION, WE WOULD STRONGLY OBJECT TO ANY
 10:57:59 FUTURE PLANS THAT WOULD INCREASE VEHICULAR TRAFFIC AND NOISE
 10:58:02 ALONG BLOCK LANE OR ALLOW VEHICULAR ACCESS TO THE ESTERO
 10:58:07 COMMUNITY PARK OR THE VILLAGE SPORTS PARK DIRECTLY FROM
 10:58:10 BLOCK LANE.
 10:58:11 WE FEEL THIS WOULD SIGNIFICANTLY NEGATIVELY IMPACT OUR
 10:58:14 SUBDIVISION COMMUNITY, AND WE WOULD ASK THAT YOU PLEASE TAKE
 10:58:17 THIS INTO CONSIDERATION WITH THIS PROPOSAL.
 10:58:19 ALSO, I WOULD SAY EVEN THOUGH IT IS NOT ON THE STATEMENT

 10:58:24 THAT MOST OF US WOULD NOT SUPPORT RELINQUISHING ANY PROPERTY
 10:58:28 EASEMENT RIGHT OF LANE ON BLOCK LANE.
 10:58:31 IN VIEW OF THAT, WE WERE QUESTIONING WHY THE VILLAGE WOULD
 10:58:34 AUTHORIZE SUCH A LARGE AMOUNT OF MONEY TO LOOK INTO AN
 10:58:37 ACQUISITION WITHOUT FIRST HAVING ADDRESSED OUR SPECIFIC
 10:58:41 SUBDIVISIONS.
 10:58:43 AND THE INTERESTED --
 10:58:46 WE JUST WANT TO EMPHASIZE THAT WE CONSIDER OURSELVES A VERY
 10:58:50 UNIQUE, QUIET, BOUTIQUE NEIGHBORHOOD.
 10:58:54 AND IT'S THE REASON MOST OF US CHOSE TO RESIDE HERE.
 10:58:57 WE WANT TO BE SURE WE EXPRESS OUR FEELING THAT WE WANT TO
 10:59:01 MAINTAIN THE UNIQUE CHARACTER AND REQUEST THAT THE VILLAGE
 10:59:05 TAKE THAT INTO CONSIDERATION.
 10:59:06 >>Mayor McLain: THANK YOU.
 10:59:09 >> I'M GOING TO HAND THIS.
 10:59:13 THANK YOU VERY MUCH.
 10:59:13 >>Mayor McLain: THANK YOU.
 10:59:15 >>Carol Sacco: OUR NEXT IS JESSICA BONANNO.
 10:59:20 21514 OAKS OF ESTERO CIRCLE FROM THE COMMUNITY OF OAKS OF
 10:59:23 ESTERO.
 10:59:27 >> MY NAME IS JESSICA BONANNO, 21514 OAKS OF ESTERO.
 10:59:33 I LIVE IN OAKS OF ESTERO.
 10:59:35 I HAD WRITTEN AN E-MAIL WHICH SOME OF YOU HAD AN OPPORTUNITY
 10:59:38 TO RESPOND TO AND CHAT WITH ME DIRECTLY.
 10:59:40 I APPRECIATE THAT.

10:59:41 MY COMMENTS ARE REALLY KIND OF MORE A SERIES OF QUESTIONS.
 10:59:44 I THINK A LOT OF MY FEELINGS ON IT WERE EXPRESSED IN THE
 10:59:48 LETTER TO YOU ALL.
 10:59:49 BUT THE VILLAGE IS PROPOSING AN ACQUISITION OF THE BLOCK
 10:59:52 LANE RIGHT-OF-WAY TO PROVIDE IMPROVED MAINTENANCE AND
 10:59:56 SAFETY.
 10:59:57 I'M CURIOUS IN THE VILLAGE'S OPINION WHAT ALL DOES THAT
 11:00:00 ENTAIL.
 11:00:02 BLOCK LANE IS ALREADY WELL MAINTAINED AND BEAUTIFUL WITH NO
 11:00:06 KNOWN SAFETY INCIDENTS TO DATE.
 11:00:07 HAS THE COUNCIL CONSIDERED ANY NEGATIVES FOR HOMEOWNERS WHO
 11:00:11 CURRENTLY LIVE THERE SHOULD THIS ACQUISITION GO THROUGH?
 11:00:14 IF ANY OF YOU LIVED IN THE AREA YOURSELVES, CAN YOU SEE ANY
 11:00:18 DOWNSIDE TO THIS ACQUISITION?
 11:00:19 WOULD THE ACQUISITION POTENTIALLY ALLOW FOR VARIOUS
 11:00:23 LIGHTING, LANDSCAPE, OR SIGNAGE CHANGES IN THE FUTURE
 11:00:26 WITHOUT THE INPUT OF PEOPLE LIVING OFF OF BLOCK LANE?
 11:00:29 SAFER AND SINCE THE STREET NEEDED BRIGHTER LIGHTING OR SOME
 11:00:34 WAY BROUGHT UP TO ADA COMPLIANCE.
 11:00:36 WOULD WE LOSE OUR VOICE IN THAT?
 11:00:38 THE VILLAGE IS PROPOSING SPENDING AT LEAST 60,000 ON THIS
 11:00:43 ACQUISITION WITH A \$6,000 CONTINGENCY AND THE POTENTIAL FOR
 11:00:47 MORE IF HOMEOWNERS PUSH BACK.
 11:00:49 IS THE VILLAGE PREPARED TO LOSE THAT AMOUNT OF TAXPAYER
 11:00:54 DOLLARS KNOWING THAT MANY OF THE HOMEOWNERS ARE STRONGLY

 11:00:57 OPPOSED TO THIS ACQUISITION?
 11:00:58 I ASK YOU TO CONSIDER NOT JUST THE TAXPAYER EXPENSE, BUT
 11:01:03 ALSO THAT OF THE OWNERS WHO LIKELY NEED TO RETAIN LEGAL
 11:01:06 COUNSEL TO NAVIGATE THIS, ALONG WITH GOING THROUGH A
 11:01:09 DIVISIVE COMMUNITY VOTE.
 11:01:10 NOT EVERY INCH OF ESTERO NEEDS TO BE IMPROVED OR DEVELOPED
 11:01:15 TO BE BETTER.
 11:01:16 IT'S A VERY QUAIN STREET.
 11:01:18 IT'S BEAUTIFUL.
 11:01:18 IT HAS CHARM.
 11:01:19 IT'S PART OF WHY WE ALL FELL IN LOVE WITH ESTERO AND CHOSE
 11:01:22 TO LIVE HERE.
 11:01:23 I DON'T THINK THERE'S ANYTHING YOU ALL COULD DO TO MAKE IT
 11:01:26 ANY BETTER THAN IT IS RIGHT NOW.
 11:01:28 THANK YOU.
 11:01:28 >>Mayor McLain: THANK YOU.
 11:01:30 >>Carol Sacco: THERE ARE NO MORE, MAYOR.
 11:01:32 >>Mayor McLain: OKAY.
 11:01:33 I'LL OPEN IT BACK UP FOR DISCUSSION OR COMMENTS FROM
 11:01:37 COUNCIL.
 11:01:38 >>George Zalucki: THANK YOU, MAYOR.
 11:01:39 YEAH, THIS IS A NEWER ITEM.

11:01:42 I THINK WE'RE ALL BECOMING AWARE OF DURING THIS CYCLE HERE.
 11:01:46 I APPRECIATE THE RESIDENTS COMING HERE AND VOICING YOUR
 11:01:50 CONCERN.

11:01:50 I THINK IT'S VERY TELLING THAT 18 OUT OF 23 RESIDENTS ARE
 11:01:53 OPPOSED TO THIS.
 11:01:55 I THINK THERE HAS TO BE A BENEFIT ANALYSIS AS TO WHAT THE
 11:02:00 VILLAGE WOULD REALLY BE GETTING OUT OF THIS.
 11:02:02 I UNDERSTAND HAVING SAFE RIGHT-OF-WAYS AND ACCESS IS
 11:02:05 IMPORTANT TO US, BUT AT WHAT COST?
 11:02:07 THE COST BENEFIT.
 11:02:09 IT'S MY UNDERSTANDING -- I CAN ASK DAVID OR THE VILLAGE
 11:02:15 MANAGER, THERE'S NO INDICATION THAT THERE WOULD BE VEHICLE
 11:02:18 TRAFFIC IN THE FUTURE ON THIS RIGHT-OF-WAY.
 11:02:21 >>Steven Sarkozy: NO.
 11:02:22 THERE'S NO CHANGE IN VEHICULAR TRAFFIC.
 11:02:26 THERE WERE SOME IDENTIFIED MAINTENANCE ISSUES OUT THERE.
 11:02:31 THIS WAS SIMPLY AN ATTEMPT TO TRY TO GET OUT IN FRONT OF
 11:02:37 SOME ISSUES.
 11:02:37 MY RECOMMENDATION TO COUNCIL WOULD BE SIMPLY THAT YOU DIRECT
 11:02:42 OR FOCUS ON THE TWO LOTS, AND THEN HAVE DAVID DISCUSS WITH
 11:02:47 THE OAKS AND THE OTHERS ANY OTHER CONCERNS.
 11:02:50 IT'S A GREAT LITTLE AREA.
 11:02:54 WE'RE TRYING TO BE SUPER SENSITIVE NOT TO CHANGE THE
 11:02:59 CHARACTER.
 11:03:03 TRYING TO DO SOME NICE THINGS, PROBABLY GET AHEAD --
 11:03:11 >>Vice-Mayor Ribble: I WOULD AGREE WITH DAVID'S SUGGESTION
 11:03:15 TO REDUCE THE SCOPE AND NOT CONSIDER ANY CHANGES TO ANY OF
 11:03:18 THE PROPERTIES THAT BORDER THE TWO SUBDIVISIONS THAT ARE

11:03:21 THERE AND TO JUST CONCENTRATE ON THE TWO PRIVATE PROPERTIES
 11:03:25 AND SEE WHAT THEY SAY.
 11:03:29 >>Lori Fayhee: I'D LIKE TO THANK THE COMMUNITY MEMBERS THAT
 11:03:31 CALLED AND WROTE E-MAILS AND CAME TODAY TO SPEAK AND ALSO,
 11:03:35 DAVID, TO THANK YOU FOR MEETING WITH THESE INDIVIDUALS.
 11:03:39 I THINK YOU MET WITH BOTH COMMUNITIES, RIGHT?
 11:03:41 >>David Willems: YES, WE DID.
 11:03:44 >>Lori Fayhee: AS FAR AS THE -- YOU SAID IT'S NOT COMPLIANT
 11:03:51 RIGHT NOW --
 11:03:53 >>David Willems: THERE ARE SECTIONS NOT COMPLIANT WITH THE
 11:03:56 ADA REQUIREMENTS.
 11:03:58 >>Lori Fayhee: ADA.
 11:04:00 THANK YOU.
 11:04:00 IS THAT ACCEPTABLE?
 11:04:01 OR IS IT ONLY AN ISSUE IF WE TAKE IT OVER?
 11:04:09 >>David Willems: NO, IT IS AN ISSUE.
 11:04:11 EVERY SIDEWALK NEEDS TO BE ADA COMPLIANT.
 11:04:13 >>Lori Fayhee: THANK YOU.

11:04:14 I APPRECIATE THAT.
 11:04:15 I AGREE WITH YOUR IDEA TO WORK WITH THOSE TWO HOUSES FIRST.
 11:04:24 >>Jim Ward: SIMILARLY, I THINK IT'S IMPORTANT THAT WE LISTEN
 11:04:25 TO THE RESIDENTS AND THEIR CONCERNS, BUT I'M TRYING TO GET
 11:04:29 AN UNDERSTANDING OF WHAT EXACTLY HAPPENS THERE NOW.
 11:04:32 THERE IS APPARENT ACCESS TO THE COMMUNITY PARK NOW.
 11:04:36 IS THAT BASICALLY JUST FROM LOCAL RESIDENTS THAT ARE IN THAT

 11:04:39 AREA?
 11:04:40 THERE'S NO VEHICLE TRAFFIC THAT WOULD ALLOW ACCESS TO THE
 11:04:44 PARK FROM THAT AREA, CORRECT?
 11:04:45 >>David Willems: CORRECT.
 11:04:47 BASICALLY BICYCLE AND PEDESTRIAN TRAFFIC FROM THE RIVER
 11:04:51 LARGE ROAD AREA.
 11:04:52 I THINK PROBABLY EVEN SOME RESIDENTS FROM COUNTRY CREEK THAT
 11:04:55 WILL COME DOWN AND ACCESS THE PARK THAT WAY BECAUSE THERE
 11:04:58 ACTUALLY IS NO SIDEWALK TO ACCESS THE PARK ANY OTHER WAY
 11:05:02 RIGHT NOW.
 11:05:02 JUST OUT HERE IS THAT ENTRY TO THE PARK BUT THERE'S NO
 11:05:06 SIDEWALK.
 11:05:07 YOU WOULD HAVE TO WALK ON THE ROAD OR ON THE GRASS.
 11:05:10 THAT'S REALLY THE BEST FROM A PEDESTRIAN STANDPOINT, THAT IS
 11:05:12 THE BEST ACCESS TO THE PARK RIGHT NOW.
 11:05:14 WE'LL BE CHANGING THAT WITH THE VILLAGE'S WORK.
 11:05:19 THE THOUGHT WAS, REALLY, THE FOCUS FOR THE VILLAGE EVEN
 11:05:23 CONSIDERING THIS WAS THE LIABILITY PART FOR THOSE RESIDENCES
 11:05:28 THAT THEY NOW HAVE A PUBLIC SIDEWALK THAT THEY ARE ENTIRELY
 11:05:31 LIABLE FOR.
 11:05:33 AND WHEN THE VILLAGE BUILDS THE IMPROVEMENTS THAT WE'RE
 11:05:35 TALKING ABOUT ON THAT PROPERTY, THERE'S GOING TO PROBABLY BE
 11:05:38 EVEN MORE PEOPLE USING IT.
 11:05:39 THE IDEA WAS TO GET THAT LIABILITY ON TO THE VILLAGE INSTEAD
 11:05:43 OF THOSE RESIDENTS.

 11:05:44 ENTIRELY TO THEIR ADVANTAGE.
 11:05:46 NOW, IF THEY DON'T WANT IT, I TRIED TO PUT A STATEMENT IN
 11:05:50 HERE THAT IT WOULD HAVE TO BE A WILLING DONATION TO THE
 11:05:54 VILLAGE.
 11:05:55 IF ANY OF THOSE COMMUNITIES DON'T WANT IT, WE WOULDN'T
 11:05:58 PURSUE IT.
 11:05:59 WE WOULDN'T BE TRYING TO FORCE THEM TO DO ANYTHING.
 11:06:01 IT WAS REALLY JUST TO GET THE LIABILITY OFF THEM AND ON TO
 11:06:05 THE VILLAGE.
 11:06:07 >>Jim Ward: BUT THE INTENT WAS ALWAYS TO INCLUDE THE
 11:06:09 RESIDENTS IN OUR DISCUSSIONS AS TO WHAT WAS GOING TO HAPPEN
 11:06:12 THERE.
 11:06:13 >>David Willems: AS GOVERNMENT LIGHT, STAFF, WE REALLY DON'T
 11:06:17 HAVE THE TIME TO FOLLOW ALL THESE LITTLE PROJECTS.

11:06:20 THE ENTIRE INTENT OF THIS CONTRACT WAS TO START THE
 11:06:24 CONVERSATION WITH THE RESIDENTS.
 11:06:26 I'VE ACTUALLY ALREADY SPENT WAY MORE TIME THAN I WANTED TO
 11:06:30 DISCUSSING THIS.
 11:06:31 WE WANTED TO HIRE THIS CONSULTANT SO THEY COULD HANDLE IT.
 11:06:35 BUT WITH THE RESIDENTS NOT WANTING IT AHEAD OF TIME, IT
 11:06:39 MAKES A LOT OF SENSE TO JUST TAKE IT OUT AND LET'S JUST WORK
 11:06:42 ON THE RESIDENTS THAT WE NEED TO.
 11:06:43 >>Vice-Mayor Ribble: NONE OF THOSE TWO PRIVATE OWNERS ARE
 11:06:46 NOT HERE TODAY, SO WE HONESTLY DON'T KNOW HOW THEY FEEL.
 11:06:51 >>David Willems: STAFF HAS TALKED WITH THEM PREVIOUSLY.

 11:06:55 >>Mayor McLain: YOU CAN'T SPEAK FROM BACK THERE, SIR.
 11:06:56 YOU HAVE TO FILL OUT A CARD AND GO FORWARD.
 11:06:58 WHILE YOU'RE DOING THAT, I WANT TO THANK ALL THE RESIDENTS
 11:07:02 THAT ARE HERE AND THE COMMUNICATION THAT WE'VE RECEIVED.
 11:07:06 I HOPE THAT BY THAT EXPERIENCE THAT YOU'VE SEEN THAT LOCAL
 11:07:11 GOVERNMENT DOES LISTEN TO THE CITIZENS THAT THEY ARE
 11:07:14 RESPONSIBLE TO TAKE CARE OF.
 11:07:16 THAT'S ALL POSITIVE, I THINK, FOR US TO SUPPORT LOCAL
 11:07:20 GOVERNMENT.
 11:07:22 I JUST WANT TO EMPHASIZE, OUR INTENT HERE, WE UNDERSTAND THE
 11:07:26 LAWS AND WANT TO MAKE SURE THAT THE CITIZENS HERE -- YOU
 11:07:30 UNDERSTAND THE RISK THAT DAVID JUST OUTLINED.
 11:07:36 WE WOULD EXPECT THERE MIGHT BE MORE FOOT TRAFFIC IN THE
 11:07:39 FUTURE AND THE LIABILITY WITH MORE PEOPLE GO UP IF SOMEBODY
 11:07:43 TRIPS AND WHO ARE THEY GOING TO SUE?
 11:07:46 THEY ARE GOING TO SUE HOMEOWNERS AS OPPOSED TO A PUBLIC
 11:07:49 ENTITY.
 11:07:50 AND THERE ARE PROTECTIONS I THINK FOR PUBLIC ENTITIES THAT
 11:07:53 CITIZENS DON'T HAVE.
 11:07:54 SO WE JUST WANTED TO BRING THAT TO YOUR ATTENTION, AND THIS
 11:07:57 WAS A POSSIBLE SOLUTION.
 11:07:59 IT SOUNDS LIKE WHAT I'VE HEARD SO FAR, YOU'D LIKE TO LEAVE
 11:08:05 IT THE WAY IT IS.
 11:08:06 THE MANAGER HAS SAID IT'S NOT TIME SENSITIVE.
 11:08:09 LET'S LEAVE THE DOG SLEEPING AND WE'LL DO THE ONES, THE TWO

 11:08:13 THAT WERE TALKED ABOUT.
 11:08:14 SIR, GO AHEAD AND INTRODUCE YOURSELF AND ADDRESS.
 11:08:17 >> MY NAME IS BOB JOHNSTON.
 11:08:19 9590 BLOCK LANE.
 11:08:20 I ACTUALLY HAVE THE ONLY ADDRESS ON BLOCK.
 11:08:24 AND THIS FRIDAY I CLOSE ON THE CORNER HOUSE.
 11:08:26 SO HAVE TWO PROPERTIES THAT WE'RE SPEAKING OF.
 11:08:30 I APPRECIATE DAVE BRINGING UP THIS IN THE PAST WITH ME
 11:08:33 BECAUSE WE HAVE HAD SOME ACCIDENTS IN FRONT OF THE HOUSE OF
 11:08:38 PEOPLE TRIPPING WHERE THE OAK TREE ROOTS BRING UP THE

11:08:41 SIDEWALK.
 11:08:42 SO IT HAS BEEN AN ISSUE.
 11:08:44 THE MAIN CONCERN OF THE COMMUNITY IS NOT TO HAVE IT AS A
 11:08:47 THOROUGHFARE TO THE PARK.
 11:08:50 THAT'S OUR -- THAT'S MY MAIN CONCERN ALSO.
 11:08:54 IT'S A NICE STREET.
 11:08:55 IT IS A CUL-DE-SAC.
 11:08:56 IT ENDS RIGHT THERE.
 11:08:57 I WOULD AGREE TO DISCUSS WITH THE VILLAGE ON THE TWO THAT I
 11:09:03 OWN.
 11:09:06 AS FAR AS GOING THROUGH, I WOULD BE OPPOSED TO THAT.
 11:09:09 >>Mayor McLain: THANK YOU SO MUCH.
 11:09:10 APPRECIATE YOUR TIME.
 11:09:11 SO NO FURTHER COMMENTS FROM THE PUBLIC.
 11:09:15 >>Carol Sacco: NO, MAYOR.

 11:09:17 >>Steven Sarkozy: JUST TO AVOID ANY CONFUSION, THERE IS NO
 11:09:20 INTENT, THERE'S BEEN NO DISCUSSION ABOUT PUTTING ANY THRU
 11:09:24 TRAFFIC, VEHICULAR TRAFFIC FROM RIVER RANCH ROAD ON BLOCK
 11:09:29 LANE INTO THE PARK.
 11:09:30 I'VE NEVER HEARD THAT OR SEEN IT, IF THAT'S ANYONE'S
 11:09:39 THOUGHT, I DON'T BELIEVE THAT'S THE DIRECTION WE'RE GOING.
 11:09:44 >>Lori Fayhee: IF WE DON'T PASS THIS AGENDA ITEM, THEN YOU
 11:09:51 WILL BE RESPONSIBLE FOR NEGOTIATIONS WITH THE TWO
 11:09:56 PROPERTIES, IS THAT CORRECT?
 11:09:58 >>David Willems: YES.
 11:09:59 I WOULD STILL WANT -- THE STAFF I WOULD STILL WANT TO MOVE
 11:10:02 FORWARD WITH TRYING TO WORK THROUGH SOMETHING SO THAT
 11:10:04 LIABILITY FOR THAT SIDEWALK IS ON THE VILLAGE, SO IT WOULD
 11:10:07 BE ME DOING IT INSTEAD OF A CONSULTANT, YES.
 11:10:11 >>Lori Fayhee: RIGHT.
 11:10:12 DO WE HAVE THIS PARTICULAR CONSULTANT WORKING ON OTHER
 11:10:16 ACQUISITION PROJECTS?
 11:10:17 >>David Willems: YES.
 11:10:19 THEY ARE DOING ALL OF OUR ACQUISITION.
 11:10:20 THEY ARE WORKING ON RIVER RANCH ROAD.
 11:10:22 THEY ARE WORKING ON SANDY LANE, CORKSCREW ROAD.
 11:10:25 BASICALLY ANY PROJECT THAT WE'RE TRYING TO ACQUIRE LAND,
 11:10:29 THEY ARE HELPING US COORDINATE THAT.
 11:10:30 AND THEY HAVE HELPED SPEED IT UP A LOT.
 11:10:33 JUST BECAUSE THEY HAVE THE MAN-HOURS TO ACTUALLY FOLLOW UP

 11:10:36 WITH THE RESIDENTS.
 11:10:38 WHEN A -- A LOT OF THESE PROJECTS AREN'T NECESSARILY REALLY
 11:10:42 IMPORTANT WITH THAT SPECIFIC RESIDENCE, SO THEY ARE NOT
 11:10:45 REALLY PUSHING IT.
 11:10:46 WE HAVE TO HAVE SOMEBODY THAT'S MAKING SURE THAT IT KEEPS
 11:10:49 MOVING.

11:10:49 AND THAT'S WHAT THEY HAVE HELPED US WITH.
 11:10:51 >>Lori Fayhee: RIGHT.
 11:10:52 WITH THAT INFORMATION, IS IT POSSIBLE TO EITHER JUST TABLE
 11:10:57 THIS AND POSTPONE IT OR MAKE AN AMENDMENT TO IT?
 11:11:01 WHAT IS THE BEST ROUTE TO GO?
 11:11:04 >>Mayor McLain: I THINK THE GOOD NEWS IS WE HAVE THE
 11:11:06 PROPERTY OWNER THAT WE'VE BEEN TALKING ABOUT.
 11:11:08 IT SOUNDS LIKE HE'S WILLING TO PARTICIPATE.
 11:11:10 WE HAVE A VILLAGE ATTORNEY WHO WOULD DRAW UP SOME KIND OF
 11:11:15 AGREEMENT AND IT COULD BE HANDLED AND AVOID THE COST OF
 11:11:18 THIS.
 11:11:18 I DON'T THINK WE NEED TO TABLE THIS.
 11:11:21 I THINK WE CAN NOT TAKE ANY ACTION AND MOVE ON TO THE NEXT
 11:11:24 AGENDA ITEM AND MOVE FORWARD WITH A WILLING HOMEOWNER, YOU
 11:11:30 AND OUR VILLAGE ATTORNEY.
 11:11:32 DOES THAT SOUND REASONABLE?
 11:11:34 >>David Willems: THAT WILL WORK.
 11:11:35 >>Mayor McLain: OKAY.
 11:11:36 WE'RE GOOD.

 11:11:41 >>Larry Fiesel: DAVID, JUST FOR MY CLARIFICATION, I WANT TO
 11:11:44 BE SURE WHEN WE WERE PREVIOUSLY TALKING ABOUT THE TWO LOTS,
 11:11:49 IS IT THE 102 AND 103 THAT'S ON THIS MAP?
 11:11:54 IT'S NOT ON THE SCREEN, BUT THE ONE I HAVE HERE.
 11:11:56 THE ONES CLOSEST TO THE RIVER RANCH ROAD?
 11:12:01 >>David Willems: YES.
 11:12:02 THESE TWO HOMES RIGHT HERE.
 11:12:03 THIS ONE AND THIS ONE.
 11:12:04 I BELIEVE HE INDICATED THAT HE WILL OWN BOTH OF THOSE
 11:12:09 SHORTLY.
 11:12:10 SO WE'LL BE WORKING WITH ONE PERSON ON BOTH PROPERTIES.
 11:12:13 >>Vice-Mayor Ribble: WE'RE JUST GOING TO HAND THIS OVER TO
 11:12:16 THE VILLAGE ATTORNEY.
 11:12:19 >>David Willems: WE'LL WORK TOGETHER.
 11:12:20 >>Mayor McLain: ALL RIGHT.
 11:12:22 GOOD.
 11:12:22 >>Vice-Mayor Ribble: WELL, MY THOUGHT IS, WE HAVE THE
 11:12:25 COMPANY ALREADY WORKING FOR US.
 11:12:30 WHY NOT LET THEM DO IT.
 11:12:31 >>Mayor McLain: THE CONSULTANT?
 11:12:32 >>Vice-Mayor Ribble: YES.
 11:12:34 >>Rafael Lopez: THAT'S WHAT I WAS THINKING.
 11:12:35 >>Vice-Mayor Ribble: FOR THE REDUCED SCOPE, TO WORK WITH MR.
 11:12:38 JOHNSTON.
 11:12:40 >>Mayor McLain: SAVE TAXPAYER MONEY IF WE CAN DO IT.

 11:12:42 I'M LOOKING AT THIS COULD BE A COUPLE OF HOURS AT MAX.
 11:12:48 >>David Willems: THERE ARE LEGALS THAT HAVE TO BE DONE -- WE

11:12:54 CAN WORK THROUGH IT.
 11:12:55 WE'LL WORK THROUGH IT.
 11:12:56 WE'LL GET IT DONE.
 11:12:59 >>Lori Fayhee: WE'RE TAKING DAVID AWAY FROM OTHER PROJECTS,
 11:13:01 THOUGH, TO DO THIS PROJECT.
 11:13:03 >>David Willems: WE'LL WORK THROUGH IT AND GET IT DONE.
 11:13:05 >>Mayor McLain: ONE MORE PUBLIC COMMENT.
 11:13:07 >>Carol Sacco: YES.
 11:13:09 MR. STEVE LEDGER.
 11:13:12 >> STEVE LEDGER FROM OAKS OF ESTERO 21569 OAKS OF ESTERO
 11:13:19 CIRCLE.
 11:13:19 I WAS ONE OF THE TWO RESIDENTS OF OUR COMMUNITY, ALONG WITH
 11:13:24 TWO RESIDENTS OF ESTERO PALMS THAT MET WITH DAVID YESTERDAY
 11:13:29 AFTERNOON.
 11:13:29 THANK YOU FOR YOUR TIME AND YOUR INFORMATION.
 11:13:32 QUITE CANDIDLY THE REASON THIS BLEW UP IN OUR COMMUNITY, IT
 11:13:38 WAS VERY UNCLEAR FROM THE DOCUMENTS ON THE VILLAGE'S WEBSITE
 11:13:41 WHAT WAS INVOLVED.
 11:13:42 AS YOU HEARD, THERE IS A LOT OF CONCERN ABOUT ADDITIONAL
 11:13:48 VEHICULAR TRAFFIC.
 11:13:49 AFTER TALKING TO DAVID, MY FEARS WERE ALLAYED IN THAT THERE
 11:13:54 WAS NO PLAN OR INTENTION TO DO ANYTHING LIKE THAT.
 11:13:58 I UNDERSTAND THE VILLAGE LIGHT AND DAVID'S LIMITED TIME, BUT

 11:14:02 GETTING OUT IN FRONT OF THIS A LITTLE BIT WITH THE
 11:14:05 RESIDENTS, MIGHT HELP THESE THINGS IN THE FUTURE.
 11:14:09 I HAVE ONE COMMENT OR QUESTION.
 11:14:14 IF YOU APPROVE SOME TYPE OF A CONTRACT WITH YOUR CONSULTING
 11:14:19 COMPANY TO NEGOTIATE WITH THE TWO HOMEOWNERS, IS IT
 11:14:23 APPROPRIATE FOR THAT TO INCLUDE A SMALL AMOUNT OF HOURS TO
 11:14:27 DISCUSS OPTIONS WITH OUR COMMUNITIES ABOUT HOW THIS COULD BE
 11:14:30 TAKEN OVER OR AT LEAST THE MAINTENANCE COULD BE TAKEN OVER
 11:14:33 BY THE VILLAGE IN A WAY THAT IS ACCEPTABLE TO OUR
 11:14:36 COMMUNITIES?
 11:14:37 >>Robert Eschenfelder: THE VILLAGE WOULD NOT TAKE OVER
 11:14:40 INFRASTRUCTURE THAT'S NOT LEGALLY COMPLIANT.
 11:14:41 I THINK THAT'S WHAT DIRECTOR WILLEMS WAS TRYING TO EXPLAIN
 11:14:44 IS RIGHT NOW YOU GUYS HAVE THE BURDEN TO MAINTAIN A FACILITY
 11:14:48 THAT'S NOT LAWFUL.
 11:14:50 THE VILLAGE WAS GOING TO COME IN AND MAKE IT LAWFUL AND THEN
 11:14:53 MAINTAIN IT.
 11:14:54 BUT THEN RESISTANCE CAME.
 11:14:56 CERTAINLY, I THINK COMMUNICATION COULD HAVE BEEN BETTER.
 11:15:01 YOU HAVE A VERY GOOD POINT THERE, BUT THE VILLAGE IS NOT
 11:15:04 LEGALLY GOING TO BE ABLE TO COME IN AND TAKE SOMETHING OVER
 11:15:07 THAT IS NOT LEGALLY COMPLIANT.
 11:15:08 I WOULDN'T ADVISE IT AND I DON'T THINK COUNCIL WOULD EVER
 11:15:11 APPROVE IT.

11:15:12 >> I'M THROWING OUT IDEAS ABOUT HOW WE CAN COME TO SOME

11:15:14 AGREEMENT THAT WORKS FOR EVERYONE.

11:15:16 THIS MAY BE SOMETHING WE NEED TO DISCUSS WITH DAVID, WITH

11:15:21 STEVE WITH CONSULTANT.

11:15:22 >>Steven Sarkozy: IF YOU MOVE FORWARD WITH THIS AND JUST

11:15:24 PULL IT OFF THE AGENDA, WE'LL RESOLVE THE TWO PROPERTIES

11:15:29 WITH MR. JOHNSTON AT BLOCK LANE AND RIVER RANCH ROAD.

11:15:36 WE CAN ALSO HAVE ANOTHER DISCUSSION WITH THE OAKS AND THE

11:15:40 OTHER PROPERTIES ON THE SOUTH SIDE -- WHERE THERE ARE

11:15:46 CONCERNS OR PROBLEMS WITH THE PATHWAY.

11:15:51 AND THEN COLLABORATIVELY WITH YOU MOVE FORWARD OR NOT.

11:15:57 IT'S AT YOUR DISCRETION.

11:16:01 >>Mayor McLain: SO WE HAVE A PATH FORWARD.

11:16:02 WE'RE MOVING ON TO THE NEXT AGENDA ITEM.

11:16:04 NEXT ON THE AGENDA IS THE SECOND READING OF 7A, PUBLIC

11:16:08 HEARING FOR ORDINANCE NUMBER 2024-09, COMPREHENSIVE PLAN

11:16:13 AMENDMENT, WATER SUPPLY FACILITIES WORK.

11:16:17 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?

11:16:19 >>Carol Sacco: YES, MAYOR.

11:16:20 >>Mayor McLain: MADAM CLERK, PLEASE READ THE TITLE OF THE

11:16:22 ORDINANCE.

11:16:23 >>Carol Sacco: ORDINANCE 2024-09, AN ORDINANCE OF THE

11:16:27 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING

11:16:29 AN AMENDMENT TO THE VILLAGE OF ESTERO COMPREHENSIVE PLAN TO

11:16:32 CHANGE THE TEXT TO REFERENCE THE VILLAGE'S 10-YEAR WATER

11:16:36 SUPPLY FACILITIES WORK PLAN AND LANDSCAPE IRRIGATION

11:16:39 CONSERVATION MEASURES AS PROVIDED ON ATTACHMENT A AND MADE A

11:16:45 PART HEREOF; PROVIDING FOR TRANSMITTAL OF THE AMENDMENT TO

11:16:48 THE STATE OF FLORIDA AND OTHER REVIEWING AGENCIES AS

11:16:51 REQUIRED BY STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING

11:16:54 FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

11:16:59 >>Mayor McLain: THANK YOU.

11:17:00 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?

11:17:01 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

11:17:05 OUR WATER SUPPLY FACILITIES AND AVAILABILITY IS A CRITICAL

11:17:07 PART OF OUR COMPREHENSIVE PLAN.

11:17:10 THAT PLAN FOR WATER SUPPLY HAS BEEN UPDATED, AND IT NEEDS TO

11:17:14 BE ADDED TO OUR COMPREHENSIVE PLAN.

11:17:17 I'LL TURN THIS OVER TO MARY WHO HAS BEEN COORDINATING THIS

11:17:21 ACTIVITY WITH THE TWO PROVIDERS OF WATER THAT SERVE THE

11:17:27 COMMUNITY.

11:17:29 LEE COUNTY UTILITIES AND THE BONITA SPRINGS UTILITY COMPANY.

11:17:33 >>Mary Gibbs: GOOD MORNING.

11:17:34 THIS IS AN EASY ITEM.

11:17:37 >>Mayor McLain: YOU JUST GOT HERE, SO DON'T COMPLAIN.

11:17:40 [LAUGHTER]

11:17:41 >>Mary Gibbs: THE STATE LEGISLATURE REQUIRES THAT EVERY CITY
 11:17:44 AND COUNTY HAS TO ADOPT A WATER SUPPLY PLAN AS PART OF THEIR
 11:17:48 COMPREHENSIVE PLAN.
 11:17:49 IT'S AN AMENDMENT TO THE PLAN.
 11:17:51 EVERY TIME THE WATER MANAGEMENT DISTRICT ADOPTS A PLAN, WE

 11:17:54 HAVE TO ADOPT A PLAN.
 11:17:55 SO THIS APPLIES TO EVERYBODY, CITY AND COUNTY.
 11:17:58 BUT THE PURPOSE OF IT IS GOOD BECAUSE IT'S TRYING TO
 11:18:01 COORDINATE WATER SUPPLY PLANNING WITH DEVELOPMENT.
 11:18:04 WE WANT TO MAKE SURE WE HAVE ENOUGH WATER SUPPLY FOR
 11:18:08 EXISTING AND FUTURE DEVELOPMENT.
 11:18:09 THERE IS A GOOD CONCEPT BEHIND IT.
 11:18:13 WE HAD HIRED KIMLEY-HORN TO DO OUR WATER SUPPLY PLAN FOR US
 11:18:19 BECAUSE, AGAIN, WE DON'T HAVE A LOT OF STAFF AND WE DON'T
 11:18:21 HAVE THAT TECHNICAL EXPERTISE.
 11:18:23 THEY HAVE DONE IT FOR US.
 11:18:25 IN THE PAST THEY UPDATED IT AGAIN.
 11:18:27 IT IS A TEN-YEAR PLAN THAT USES POPULATION PROJECTIONS AND
 11:18:30 IT LOOKS AT CURRENT AND FUTURE DEVELOPMENT TO TRY TO FIGURE
 11:18:35 OUT WHAT THE WATER SUPPLY ISSUES ARE.
 11:18:37 OURS IS A LITTLE DIFFERENT.
 11:18:38 AGAIN, WE DON'T HAVE OUR OWN WATER UTILITY.
 11:18:41 BSU AND LEE COUNTY UTILITIES.
 11:18:43 SO EVERYBODY WORKS TOGETHER TO MAKE SURE IT'S COORDINATED.
 11:18:47 IF THEY DO NEED TO DO ANYTHING TO EXPAND THE SUPPLY, IT'S
 11:18:51 INCLUDED IN THEIR C.I.P.s.
 11:18:52 BASICALLY, THIS REPORT THAT KIMLEY-HORN HAS DONE FOR US SAID
 11:18:58 WE DON'T NEED TO DO ANYTHING BECAUSE WE COORDINATE WITH LEE
 11:19:00 COUNTY UTILITIES AND BSU.
 11:19:02 THE COUNTY, ALL THE CITIES COORDINATE TO MAKE SURE THERE'S

 11:19:06 ADEQUATE SUPPLY SO WE'RE GOOD FOR THE UPCOMING TEN YEARS.
 11:19:09 WE CAN ADOPT THIS AMENDMENT TODAY.
 11:19:13 YOU MIGHT NOT RECALL BECAUSE WE HAD THE FIRST PUBLIC HEARING
 11:19:16 BACK IN JUNE.
 11:19:19 WE HAVE TO SEND IT OFF FOR COMMENTS.
 11:19:21 ONCE YOU TRANSMIT IT TO THE STATE REVIEW AGENCIES, WE HAVE
 11:19:23 TO WAIT FOR COMMENTS FROM ALL THE AGENCIES.
 11:19:25 THE ONLY COMMENTS WE GOT WERE FROM THE WATER MANAGEMENT
 11:19:28 DISTRICT AND THEY MADE SOME MINOR SUGGESTIONS.
 11:19:32 THEY SUGGESTED THAT WE CHANGE THE WORDS ADMINISTRATIVE CODE
 11:19:35 TO OUR ORDINANCE WHERE WE HAVE WATERING RESTRICTIONS, SO WE
 11:19:40 MADE THAT MINOR CHANGE.
 11:19:42 AND IT WAS AN ADVISORY COMMENT.
 11:19:43 IT'S NOT REQUIRED.
 11:19:44 THEY MADE A FEW OTHER COMMENTS THAT WE DIDN'T THINK WERE
 11:19:47 RELEVANT.

11:19:47 WE ARE SAYING WITH THIS MINOR CHANGE, WE'RE READY FOR YOU TO
 11:19:52 ADOPT IT TODAY.
 11:19:53 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
 11:19:54 NONE.
 11:19:56 I'LL LOOK FOR A MOTION TO APPROVE ORDINANCE 2024-09.
 11:20:00 >>Carol Sacco: EXCUSE ME.
 11:20:01 NO PUBLIC COMMENT AND NO E-COMMENTS.
 11:20:07 >>Mayor McLain: COUNCILMAN WARD HAS MADE THE MOTION TO
 11:20:10 APPROVE THE ORDINANCE NUMBER 2024.

11:20:14 LOOKING FOR A SECOND.
 11:20:15 COUNCILMAN LOPEZ HAS MADE A SECOND.
 11:20:16 MADAM CLERK, PLEASE CALL THE ROLL.
 11:20:19 >>George Zalucki: AYE.
 11:20:21 >>Jim Ward: AYE.
 11:20:22 >>Rafael Lopez: AYE.
 11:20:24 >>Lori Fayhee: AYE.
 11:20:26 >>Larry Fiesel: AYE.
 11:20:27 >>Vice-Mayor Ribble: AYE.
 11:20:27 >>Mayor McLain: AYE.
 11:20:28 NEXT ON THE AGENDA IS SECOND READING OF 7B, ORDINANCE
 11:20:33 2024-12, APPROVE VILLAGE PROPERTY SECURITY AND TRESPASS
 11:20:38 POLICIES.
 11:20:38 MADAM CLERK, HAS THIS ORDINANCE BEEN PROPERLY ADVERTISED?
 11:20:41 >>Carol Sacco: YES, MAYOR.
 11:20:43 >>Mayor McLain: WOULD YOU PLEASE READ THE TITLE OF THIS
 11:20:45 ORDINANCE.
 11:20:45 >>Carol Sacco: ORDINANCE 2024-12, AN ORDINANCE OF THE
 11:20:49 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING
 11:20:51 ARTICLE II OF CHAPTER 2 OF THE VILLAGE CODE REGARDING
 11:20:55 SECURITY OF AND TRESPASSES FROM VILLAGE PROPERTIES AND
 11:20:58 FACILITIES; MAKING RELATED FINDINGS; AND PROVIDING FOR
 11:21:01 SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
 11:21:06 >>Mayor McLain: THANK YOU.
 11:21:06 STEVE, WOULD YOU PLEASE INTRODUCE THIS ORDINANCE?

11:21:08 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 11:21:10 THIS IS A SECOND READING.
 11:21:13 IT'S SIMPLY OFFERED HERE AS A WAY OF PROTECTING THE VILLAGE
 11:21:20 STAFF AND PROPERTY IN THE EVENT PEOPLE TRY TO GAIN
 11:21:24 PRIVATE -- PUBLIC ACCESS TO SOME OF THE PRIVATE AREAS.
 11:21:29 WE HAVE A VERY OPEN APPROACH, BUT ON OCCASION, WE'VE HAD ONE
 11:21:33 OCCASION WHERE SOMEBODY HAS TRIED TO GET INTO THE PRIVATE
 11:21:37 AREAS WHERE WE DO HAVE PERSONAL INFORMATION AND ALSO NEED TO
 11:21:44 MAINTAIN SECURITY.
 11:21:46 AND THIS ORDINANCE ALLOWS US TO POST PARTS OF THE VILLAGE
 11:21:50 HALL HERE FOR PRIVATE ACCESS WHEN IT WOULD BE INAPPROPRIATE.
 11:21:57 IT COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL AND THE

11:22:00 ATTORNEY IS HERE IF YOU HAVE ANY QUESTIONS.
 11:22:03 >>Mayor McLain: THANK YOU.
 11:22:04 ANY QUESTIONS FROM COUNCIL?
 11:22:05 NONE.
 11:22:06 IF THERE ARE NONE, I'D LIKE -- IS THERE PUBLIC COMMENT?
 11:22:10 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 11:22:12 >>Mayor McLain: I'M LOOKING FOR A MOTION TO APPROVE.
 11:22:13 >>George Zalucki: MR. MAYOR, I MOVE THE ITEM.
 11:22:15 >>Mayor McLain: 2024-12.
 11:22:17 WHO DID THAT?
 11:22:17 GEORGE.
 11:22:18 SECONDED BY COUNCILPERSON LOPEZ.
 11:22:21 MADAM CLERK, PLEASE CALL THE ROLL.

 11:22:25 >>Larry Fiesel: AYE.
 11:22:27 >>Lori Fayhee: AYE.
 11:22:28 >>Rafael Lopez: AYE.
 11:22:29 >>Jim Ward: AYE.
 11:22:31 >>George Zalucki: AYE.
 11:22:32 >>Vice-Mayor Ribble: AYE.
 11:22:33 >>Mayor McLain: AYE.
 11:22:34 WE'RE NOW AT A POINT WHERE WE'VE GOT COUNCIL COMMENTS.
 11:22:41 I JUST ASK SINCE WE HAVE NO AIR-CONDITIONING IN HERE, BE
 11:22:45 SUCCINCT IN YOUR COMMENTS AND WE'LL GET INTO THE WORKSHOP
 11:22:48 ITEMS.
 11:22:48 LET'S START WITH THE VICE-MAYOR.
 11:22:49 SHE'S ALWAYS SUCCINCT.
 11:22:51 >>Vice-Mayor Ribble: JUST REAL QUICK.
 11:22:53 I'M MEETING WITH COCONUT POINTE MALL THIS AFTERNOON TO
 11:22:57 FINALIZE THE PARADE.
 11:22:59 I THANK YOU ALL WHO ARE GOING TO PARTICIPATE.
 11:23:01 IT'S GOING TO BE A FUN TIME.
 11:23:04 >>Mayor McLain: CHANCE FOR ME TO SPEAK THERE, WOULD YOU?
 11:23:07 >>Vice-Mayor Ribble: WE ARE GOING TO PUT YOU IN THE FRONT OF
 11:23:09 THE PARADE SO YOU CAN GET DOWN AND BACK QUICKLY.
 11:23:11 >>Mayor McLain: OKAY.
 11:23:12 THANK YOU.
 11:23:12 LARRY.
 11:23:13 >>Larry Fiesel: I HAVE NO COMMENT.

 11:23:17 >>Lori Fayhee: I HAVE NOTHING TODAY, THANK YOU.
 11:23:19 >>Mayor McLain: I DON'T EITHER.
 11:23:22 >>Rafael Lopez: REMIND EVERYBODY THAT THIS SATURDAY FROM 10
 11:23:24 TO 1 -- 10 A.M. TO 1 P.M. WE HAVE THE 2024 VILLAGE OF ESTERO
 11:23:29 VETERANS DAY CELEBRATION.
 11:23:32 WE HAVE CONGRESSMAN COMING TO INTRODUCE THE KEYNOTE SPEAKER.
 11:23:37 FREE HOT DOGS AND A LOT OF STUFF FOR THE COMMUNITY.
 11:23:40 BRING CHAIRS.

11:23:41 WE'RE GOING TO HAVE A GOOD TIME.
 11:23:42 >>Mayor McLain: THANK YOU.
 11:23:45 >>Jim Ward: QUICK COMMENT.
 11:23:46 WE HAD AN OPPORTUNITY TO GO TO THE ESTERO, BONITA SPRINGS
 11:23:50 HIGH SCHOOL FOOTBALL GAME LAST WEEK.
 11:23:53 ESTERO WAS ONCE AGAIN VICTORIOUS.
 11:23:56 ALL FOR A GOOD TIME, ALL FOR A GOOD CAUSE.
 11:23:58 THANK YOU.
 11:23:59 JO URGE GEORGE THANK YOU, MAYOR.
 11:24:01 AS A MATTER OF FACT, ESTERO WON 61-21.
 11:24:04 PUT THAT IN THE RECORD.
 11:24:05 I'LL BE VERY BRIEF.
 11:24:07 CENTER -- LOTS OF RIBBON CUTTINGS.
 11:24:08 I KNOW ALL OF US HAVE BEEN TO.
 11:24:12 CENTER FOR MULTIPLE SCLEROSIS LOCATED BY COCONUT HOSPITAL,
 11:24:15 LEE HEALTH.
 11:24:16 CULVER'S OPENED UP A NEW RESTAURANT THAT WE'RE ALL HAPPY

 11:24:19 THAT THEY ARE HERE IN THE COMMUNITY AND NOTHING BUNDT CAKES
 11:24:22 IS ALSO IN THE COMMUNITY.
 11:24:24 GREAT TO SEE OUR BUSINESS COMMUNITY FLOURISHING IN OUR TOWN.
 11:24:27 THANK YOU.
 11:24:28 >>Mayor McLain: I FORGET ONE ITEM I THINK IMPORTANT.
 11:24:32 FLORIDA POWER AND LIGHT, PERSONALLY, MY HOME HAS BEEN ON AND
 11:24:37 OFF ELECTRICITY.
 11:24:38 THE VILLAGE HERE HAS BEEN ON AND OFF, EVEN THIS MORNING.
 11:24:41 IS IT APPROPRIATE THAT WE WRITE OUR CONCERNS ABOUT THE
 11:24:46 VILLAGE OF ESTERO'S ELECTRICAL DISRUPTIONS THAT WE'VE HAD
 11:24:49 OVER THE LAST MONTH AND GET SOME REAL FEEDBACK OF WHAT'S
 11:24:56 GOING ON?
 11:24:56 IS THAT SOMETHING WE CAN ORCHESTRATE, STEVE?
 11:25:00 >>Steven Sarkozy: WITH YOUR DIRECTION, WE WOULD BE HAPPY TO
 11:25:02 PUT A RESOLUTION TOGETHER TO BE SIGNED BY THE COUNCIL.
 11:25:06 IT'S VERY ANNOYING.
 11:25:08 WE ALSO HAVE A COUPLE OF SEGMENTS OF NEIGHBORHOODS WHO HAVE
 11:25:16 VERY, VERY POOR ELECTRICAL RELIABILITY.
 11:25:21 SO MUCH SO THAT IN ONE CASE ABOUT 80% OF THE HOMES HAVE BEEN
 11:25:26 REQUIRED TO PUT IN THEIR OWN GENERATOR AT THEIR OWN COST.
 11:25:30 THAT'S NOT ACCEPTABLE.
 11:25:31 I'LL BRING SOMETHING BACK TO YOU AT THE NEXT MEETING.
 11:25:36 >>Mayor McLain: I THINK IN ADDITION TO THAT, I JUST READ IN
 11:25:40 THE PAPER THIS WEEK THAT FLORIDA POWER AND LIGHT IS GOING TO
 11:25:42 OUR STATE LEGISLATURE AND ASKING FOR PRETTY SIGNIFICANT

 11:25:47 INCREASE IN THE UTILITY RATES.
 11:25:48 IF YOU LOOK BACK SEVERAL YEARS, OUR UTILITY RATES HAVE GONE
 11:25:52 UP PREVIOUSLY.
 11:25:54 I'M LOOKING AT, IF ANYTHING, WE NEED TO GET A REFUND FOR THE

11:25:58 POOR SERVICE THAT WE'VE GOT.
 11:26:00 BUT THAT'S A PERSONAL THING.
 11:26:01 >>Robert Eschenfelder: MAYOR, HAVING DONE A LOT OF UTILITY
 11:26:04 LAW IN MY CAREER, ONE OF THE THINGS I WOULD RECOMMEND IS YOU
 11:26:08 CERTAINLY COMMUNITY WITH THE UTILITIES IS GOOD BUT ALSO
 11:26:11 MAKING SURE THAT YOU COMMUNICATE OUR CONCERNS TO THE FLORIDA
 11:26:14 PUBLIC SERVICE COMMISSION BECAUSE THEY ARE THE REGULATORY
 11:26:18 BODY.
 11:26:18 WHENEVER YOU GO AND ASK FOR RATE INCREASES, THE PSC IS GOING
 11:26:23 TO SAY WHY AREN'T YOU SERVING THE COMMUNITIES WELL?
 11:26:25 WHATEVER WE PUT TOGETHER SHOULD BE SENT TO PSC AS WELL.
 11:26:30 >>Vice-Mayor Ribble: MAY I ADD ONE MORE THING?
 11:26:32 I WANTED TO ACKNOWLEDGE THE FACT THAT YESTERDAY OUR DISTRICT
 11:26:36 3 COMMISSIONER RAY SANDELLI RETIRED YESTERDAY.
 11:26:40 I WANT TO PUBLICLY ACKNOWLEDGE AND THANK HIM FOR HIS SERVICE
 11:26:43 TO THE COUNTY AND WISH HIM WELL IN RETIREMENT.
 11:26:46 >>Mayor McLain: I'LL SECOND THAT AND ALSO THANK HIM AT THE
 11:26:49 COMMISSION MEETING WHICH I ATTENDED, APPROVED THE \$700,000
 11:26:53 PURCHASE, HE WAS IN SUPPORT OF THAT AND VOICED IT, ALONG
 11:26:57 WITH THE MANAGER, DAVE HARNER WAS VERY MUCH IN SUPPORT OF IT
 11:27:03 AND VOICED HIS CONCERN.

 11:27:04 WE APPRECIATE THEM.
 11:27:06 MOVING FORWARD, GO TO THE VILLAGE ATTORNEY FOR ANY COMMENTS.
 11:27:11 >>Robert Eschenfelder: YOU WILL NOT HEAR FROM ME.
 11:27:14 >>Steven Sarkozy: DITTO.
 11:27:15 >>Mayor McLain: WITH THAT, LET'S MOVE ON TO -- WE'LL NOW
 11:27:21 ADJOURN THE REGULAR SESSION AND CONVENE A WORKSHOP.
 11:27:23 THE WORKSHOP HAS GOT TWO ITEMS.
 11:27:25 THE FIRST ONE IS THE CAPITAL IMPROVEMENT PROGRAM PRIORITY
 11:27:29 DISCUSSIONS.
 11:27:29 >>Steven Sarkozy: COUNCIL MEMBERS, WE'RE NOT LOOKING FOR ANY
 11:27:34 SPECIFIC INFORMATION HERE -- OR RECOMMENDATIONS FROM
 11:27:38 COUNCIL, BUT THIS IS THE SAME PACKAGE THAT WE SUBMITTED TO
 11:27:43 YOU IN BRIEFINGS.
 11:27:44 YOU ARE GENERALLY FAMILIAR WITH THIS PACKAGE.
 11:27:47 WE UNDERScored THE FACT THAT THERE ARE A LOT OF MOVING
 11:27:53 PIECES IN THIS.
 11:27:53 I WOULD LIKE TO LET THE COUNCIL KNOW AND THE PUBLIC KNOW
 11:27:59 THAT WE HAVE SOME REAL IMPORTANT PIECES HERE THAT HAVE YET
 11:28:04 TO BE ACTED ON BY THE STATE AND FEDERAL GOVERNMENT.
 11:28:07 THE PAGE THAT WE HAVE REALLY SUMMARIZES ALL OF OUR CURRENT
 11:28:15 THINKING ABOUT THE CAPITAL IMPROVEMENT PROGRAM.
 11:28:17 ANY MEMBER OF THE PUBLIC CAN PICK THIS UP AND SEE THE
 11:28:20 PROJECTS THAT ARE AT THE TOP OF THE LIST.
 11:28:25 WE'RE FOCUSING ON OBVIOUSLY THE SPORTS PARK, SOME MAJOR
 11:28:30 ROADWAY IMPROVEMENTS, CORKSCREW, THE ESTERO RIVER PARK AND

11:28:35 THE UTILITY EXTENSION PROJECTS.
 11:28:36 ON THE BOTTOM OF THE FIRST PAGE TOWARDS THE BOTTOM RIGHT
 11:28:42 WHERE YOU'LL SEE THAT THERE ARE PROJECTS THAT ARE LISTED
 11:28:45 WITH GRANTS SUBMITTED, COMMENTS ON THE FAR RIGHT COLUMN,
 11:28:52 THOSE GRANTS SUBMITTED ARE HUGE -- PROVIDE A HUGE IMPACT TO
 11:29:00 OUR OVERALL CAPITAL IMPROVEMENT PROGRAM.
 11:29:03 IF WE GET THOSE GRANTS, THEY PROVIDE SUBSTANTIAL FUNDING FOR
 11:29:10 THE SEPTIC TO SEWER PROJECTS OR THE UEP PROJECTS AS WE CALL
 11:29:14 THEM.
 11:29:14 UTILITY EXTENSION PROJECTS.
 11:29:16 THAT DRIVE DOWN THE COST TO THE VILLAGE AND TO RESIDENTS.
 11:29:21 SO RECALL THAT WE HAD A PUBLIC MEETING WITH ALL OF THE WEST
 11:29:26 BROADWAY RESIDENTS PROBABLY A MONTH AND A HALF AGO.
 11:29:30 AND THEY ARE ANXIOUS TO GET THEIR IMPROVEMENTS GOING AND
 11:29:35 WE'RE DISAPPOINTED THAT WE HAVEN'T STARTED.
 11:29:37 WHEN WE EXPLAINED THAT WE'RE WAITING FOR THESE GRANTS, THE
 11:29:42 TENSION IN THE ROOM JUST LEFT THE ROOM AND THEY WERE SAYING,
 11:29:45 OH, WE GET IT.
 11:29:46 THAT'S IN EVERYONE'S BEST INTEREST.
 11:29:48 THERE'S NOTHING THAT WE CAN DO THAT CAN ACCELERATE THESE
 11:29:55 CONSIDERATIONS.
 11:29:57 WE'VE TRIED, BUT WE JUST HAVE TO WAIT FOR THE STATE AND
 11:30:01 FEDERAL PROCESS TO TAKE ITS COURSE.
 11:30:03 THE SAME IS TRUE AS YOU MOVE TO THE SECOND PAGE.
 11:30:07 THERE ARE GRANTS SUBMITTED, ACTIVITY HERE AT THE TOP OF THE

 11:30:16 PAGE, FOR SANDY LANE.
 11:30:17 AND THEN ALSO WE'RE LOOKING AT HOW WE POSITION FOR THE NEXT
 11:30:21 LEGISLATIVE SESSION.
 11:30:22 NORMALLY AT THIS TIME WE WOULD BE PUTTING TOGETHER OUR
 11:30:27 REQUEST TO THE STATE LEGISLATURE FOR FUNDING.
 11:30:30 BUT BECAUSE THIS IS A LATE LEGISLATIVE SESSION STARTING
 11:30:40 EARLY NEXT YEAR, WE DELAYED ANY CONSIDERATION OF OUR
 11:30:43 REQUEST.
 11:30:44 BUT WHAT THE STATE HAS SAID TO US IS THAT THEY ARE GOING TO
 11:30:47 AGAIN FOCUS ON WATER SUPPLY AND WATER QUALITY ISSUES.
 11:30:50 THAT LEADS US TO BELIEVE THAT SOME OF THE PROJECTS COULD
 11:31:00 COME BACK AND BE THE TOPIC OF RENEWED LEGISLATIVE REQUESTS.
 11:31:03 AND WE HAVE GOT TO WORK THROUGH THAT PACKAGE YET.
 11:31:08 I'LL TURN IT OVER TO DAVID IN A MOMENT HERE.
 11:31:12 ALSO ON THE SECOND PAGE, THE FUNDS AVAILABLE IN THAT SECOND
 11:31:17 BLOCK SHOWS THE AMOUNT OF MONEY THAT IS PART OF OUR
 11:31:24 STRUCTURAL SURPLUS.
 11:31:29 SO AFTER SPENDING OUR CURRENT C.I.P., BECAUSE WE'VE BEEN
 11:31:36 ABLE TO KEEP OUR COSTS VERY LOW, WE'LL HAVE SOMEWHERE
 11:31:39 BETWEEN 5 AND 8 MILLION DOLLARS A YEAR AVAILABLE FOR NEW
 11:31:44 PROJECTS.
 11:31:46 SO THE WHOLE QUESTION AND VALUE OF GOVERNMENT LIGHT IS KIND

11:31:52 OF BORN OUT HERE.
 11:31:53 WE'RE ABLE TO DIRECT PROJECTS TO THE BENEFIT OF THE
 11:31:57 COMMUNITY BECAUSE OF THE STRUCTURAL SURPLUS.

 11:31:59 NOW, SOME OF THAT STRUCTURAL SURPLUS MAY BE EATEN UP BY
 11:32:05 ADDITIONAL STAFF IF WE HAVE TO HIRE THAT, BUT IF WE GO TOO
 11:32:11 FAR, THEN WE'LL BE HANDICAPPING FUTURE COUNCILS FROM DOING
 11:32:15 ANY GOOD PROJECTS LIKE YOU'RE ABLE TO DO BECAUSE WE'VE BEEN
 11:32:19 ROLLING FORWARD OUR STRUCTURAL SURPLUS AND CREATED THE
 11:32:25 ABILITY TO PERFORM PROJECTS ON A CASH BASIS.
 11:32:28 THAT'S JUST A GENERAL OVERVIEW OF THE CURRENT SITUATION.
 11:32:39 WE BRIEFED YOU ON ALL OF THIS, BUT I WANTED TO MAKE THE
 11:32:42 COMMENTS FOR THE PUBLIC SO THAT YOU SEE THE GENERAL
 11:32:45 DIRECTION THAT WE'RE GOING.
 11:32:47 OUR GREATEST HOPE RIGHT NOW IS THAT WE GET THE THUMBS UP ON
 11:32:50 SOME OF THESE GRANTS, AND AS SOON AS WE GET THAT, THE NEXT
 11:32:54 DAY WE'LL BE BACK BEFORE COUNCIL SAYING LET'S GO.
 11:32:57 WE'RE DONE WITH THE PERMITTING.
 11:32:59 WE'RE DONE WITH THE PLAN.
 11:33:01 ALL WE NEED TO DO IS GET THE FINAL DOLLAR AMOUNTS FROM THE
 11:33:05 STATE AND FEDERAL GOVERNMENT BEFORE WE PULL THE TRIGGER.
 11:33:07 THAT SAID, THIS HELPS US HONE IN ON SOME OF THE MAJOR
 11:33:14 PROJECTS WE HAVE OUT THERE.
 11:33:18 I'LL TURN IT OVER TO DAVE FOR SOME HIGH-LEVEL REVIEW, BUT
 11:33:22 REALLY NOTHING THAT WE NEED ACTION ON AT THIS POINT.
 11:33:25 INSTEAD OF THINKING ABOUT THESE PROJECTS AS A DISCREET
 11:33:37 DECISION MOVING FORWARD, WE TALKED ABOUT SOME OF THIS
 11:33:39 REGARDING CORKSCREW, BUT WE'RE IN THE PROCESS NOW WHERE
 11:33:41 WE'RE GOING TO HAVE A ROLLING SET OF DECISIONS BASED ON A

 11:33:48 VARIETY OF EXTERNAL FACTORS THAT ARE COMING IN.
 11:33:50 WHAT ARE THE COSTS?
 11:33:51 WHAT ARE THE GRANTS AVAILABLE?
 11:33:53 WHAT PROJECTS ARE READY AND WHATNOT.
 11:33:57 WHAT OTHER SOURCES OF REVENUE MIGHT WE GET FROM THE SPORTS
 11:34:01 PARK AS AN EXAMPLE?
 11:34:03 THOSE ARE ALL GAME CHANGERS.
 11:34:05 AND ARE ALL POSITIVE ELEMENTS BUT UNCERTAIN AT THIS POINT.
 11:34:12 >>Mayor McLain: DAVID.
 11:34:13 >>David Willems: I'LL BE PRETTY BRIEF.
 11:34:16 THIS IS REALLY A LIVING DOCUMENT THAT SOME OF THE DECISIONS
 11:34:19 THAT VILLAGE COUNCIL MAKES MOVING FORWARD WILL CHANGE WHAT'S
 11:34:22 IN THIS DOCUMENT.
 11:34:23 FOR EXAMPLE, ON CORKSCREW ROAD, THIS ASSUMES THAT WE'RE
 11:34:26 TAKING OUT THE LANDSCAPING ALONG BOTH SIDES OF THE ROAD.
 11:34:29 IF WE PUT THAT BACK IN, THEN WE'LL UPDATE IT AND MOVE THINGS
 11:34:32 AROUND AS FAR AS PRIORITIES GO.
 11:34:34 SOMETHING -- FEW THINGS I WANTED TO POINT OUT, SOMEWHAT WITH

11:34:41 THE DISCUSSIONS THAT WE HAD TODAY, SPECIFICALLY ABOUT THE
 11:34:44 LANDSCAPING ALONG THE SIDES OF THE ROAD, YOU'LL NOTICE THAT
 11:34:47 UNDER THE PARKS, REC, AND LANDSCAPING, THOSE FIRST TWO
 11:34:51 PROJECTS, THOSE WERE IN THIS SPREADSHEET ARE BEING TREATED
 11:34:58 SIMILAR TO CORKSCREW ROAD IN THAT THE LANDSCAPING ALONG BOTH
 11:35:00 SIDES OF THE ROAD IS REMOVED FROM THIS COST.
 11:35:02 IF VILLAGE COUNCIL MOVING FORWARD DETERMINES THAT, NO, WE

 11:35:07 WANT A COMPLETE PROJECT IN EVERY ONE OF THOSE, WE'LL
 11:35:11 PROBABLY HAVE TO ADD ABOUT A MILLION TO A MILLION EIGHT TO
 11:35:13 EACH OF THOSE TO REALLY COMPLETE THEM WITH BOTH SIDES OF THE
 11:35:17 ROAD.
 11:35:17 SO THOSE ARE JUST THINGS THAT WE'LL HAVE TO WORK THROUGH AS
 11:35:20 WE START TO MAKE DECISIONS.
 11:35:24 GENERALLY, THESE FIRST PRIORITY PROJECTS, WE HAVE ENOUGH
 11:35:28 MONEY LIKELY WITHIN THE FIRST TWO OR THREE YEARS TO FUND
 11:35:31 THOSE.
 11:35:31 THE ONES IN THE SECOND PRIORITY ARE GENERALLY IN THE THREE
 11:35:35 TO FIVE-YEAR AND THOSE LISTED AS A THIRD PRIORITY WOULD BE
 11:35:39 GREATER THAN FIVE YEARS.
 11:35:41 FOR THE PUBLIC'S BENEFIT, THAT DOES MOVE OUT A COUPLE OF
 11:35:45 PROJECTS THAT WE HAD ORIGINALLY THOUGHT WE WERE GOING TO BE
 11:35:49 DOING WITHIN THE NEXT FIVE YEARS AND A COUPLE OF THOSE ARE
 11:35:52 RIVER RANCH ROAD, WILLIAMS ROAD, BOTH THE WIDENING PROJECT
 11:35:58 FROM U.S. 41 TO VIA COCONUT AND THEN THE SIDEWALK PROJECT
 11:36:01 FROM VIA COCONUT TO THREE OAKS PARKWAY.
 11:36:04 AND IT WOULD ALSO MOVE THE SANDY LANE PROJECT OUT.
 11:36:07 WE'LL PROBABLY BE COMING BACK WITH SOME MAYBE ADJUSTMENTS TO
 11:36:12 SANDY LANE SO THAT MAYBE WE PROPOSE TO INSTALL THE
 11:36:16 PEDESTRIAN BRIDGE RIGHT NOW AND SOME MINOR IMPROVEMENTS JUST
 11:36:21 SO WE GET SOMETHING GOING, BUT WE'LL DISCUSS THAT WITH YOU
 11:36:24 AT A LATER DATE, THE DETAILS OF WHAT THAT MIGHT ENTAIL.
 11:36:27 THIS IS A LIVING DOCUMENT AND IF COUNCIL HAS ANY INPUT OR

 11:36:31 QUESTIONS, WE CAN TALK THROUGH IT OR NOW OR ONE ON ONE,
 11:36:35 WHICHEVER WORKS.
 11:36:40 >>Mayor McLain: WE'VE MADE SOME MODIFICATIONS JUST A COUPLE
 11:36:43 OF MEETINGS BEFORE, I THINK.
 11:36:45 SO WE MOVED THEM OUT TO PRIORITY TWO AND THREE.
 11:36:48 THERE ARE A LOT OF NUMBERS HERE.
 11:36:51 MY PERSONAL FEELING IS WE HAVE A GREAT MANAGER AND YOURSELF.
 11:36:55 YOU'VE GOT TO HELP US MANAGE THESE THINGS ON A DAILY BASIS.
 11:36:58 I'M NOT GOING TO TRY AND MICROMANAGE THE DOLLARS IN HERE.
 11:37:02 WE EXPECT YOU TO MAYBE COME BACK AS THE EXPENDITURES COME UP
 11:37:05 OR WE GET GRANTS THAT COME IN, WE MAKE THOSE ADJUSTMENTS ON
 11:37:08 THE FLY.
 11:37:10 >>David Willems: ABSOLUTELY.
 11:37:11 >>Mayor McLain: I DON'T HAVE ANY REAL QUESTIONS.

11:37:13 I THINK YOU HAVE EVERYTHING LISTED WE'VE GOT.
 11:37:16 THERE ARE SOME NUMBERS.
 11:37:17 WE CAN MASSAGE THOSE AS NEED BE.
 11:37:19 I DON'T HAVE AN INTEREST IN GOING THROUGH A LOT OF THESE
 11:37:23 RIGHT NOW.
 11:37:23 IF COUNCIL DOES, GO AHEAD.
 11:37:25 >>Jim Ward: DAVID, JUST A COUPLE OF QUESTIONS, PLEASE.
 11:37:27 WILLIAMS ROAD AND ATLANTIC GULF DRIVE 3.2 MILLION, COULD YOU
 11:37:31 REFRESH MY MEMORY ON THAT?
 11:37:33 >>David Willems: THAT IS THE INTERSECTION IMPROVEMENT AT
 11:37:36 WALGREENS, LIFE CARE CENTER.

 11:37:38 WE'RE WORKING TO -- TRYING TO WORK THROUGH THE PROPERTY OF
 11:37:41 THAT.
 11:37:42 THE DESIGN IS MOSTLY DONE.
 11:37:44 ONCE WE GET THE PROPERTY, WE'LL GET IT PERMITTED AND BUILT.
 11:37:46 >>Jim Ward: I WAS CURIOUS IF IT HAD ANYTHING TO DO WITH THE
 11:37:50 ENTERTAINMENT DISTRICT.
 11:37:50 >>David Willems: NO.
 11:37:51 >>Jim Ward: IT'S ON THE OTHER SIDE.
 11:37:53 ANOTHER QUICK QUESTION, PLEASE.
 11:37:55 EARLIER WE DISCUSSED THE 21.5 MILLION ON CORKSCREW.
 11:37:59 I WENT BACK JUST A QUICK SECOND AND LOOKED AT EXHIBIT F THAT
 11:38:04 WAS PART OF THAT PROJECT, AND IT INCLUDED A CONTRACTOR'S FEE
 11:38:10 OF 6.5%.
 11:38:12 IS THAT THE PROFIT THAT'S BUILT INTO THAT FOR THE
 11:38:15 CONTRACTOR?
 11:38:16 >>David Willems: YES.
 11:38:18 >>Jim Ward: I DON'T RECALL SEEING THAT VERY OFTEN IN OUR
 11:38:22 CONTRACT NEGOTIATIONS. IS THAT TYPICAL?
 11:38:24 >>David Willems: THAT'S BASICALLY HOW A CMAR CONTRACT WORKS.
 11:38:29 IF IT IS A DESIGN-BID-BUILD, THAT WOULDN'T BE INCLUDED.
 11:38:34 BUT THEY ARE BASICALLY ACTING AS AN EXTENSION OF THE
 11:38:37 VILLAGE.
 11:38:38 THEY ARE MANAGING THE PROJECT FOR US.
 11:38:40 THEY ARE NOT THE ONES BUILDING IT AND THAT'S KIND OF THEIR
 11:38:44 MANAGEMENT FEE FOR THAT.

 11:38:45 >>Robert Eschenfelder: THAT ALREADY IS TERM HAS BEEN IN
 11:38:47 EVERY SINGLE CONSTRUCTION MANAGER CONTRACT YOU'VE APPROVED
 11:38:50 FOR THE BETTER PART OF THE LAST YEAR AND A HALF.
 11:38:53 >>Jim Ward: THE OTHER THING THAT WAS THERE, 1.4 MILLION
 11:38:57 DOLLAR CONTRACTOR CONTINGENCY OR 7.5%.
 11:39:00 HOW OFTEN DO WE TAP INTO CONTINGENCIES ON OUR PROJECTS?
 11:39:03 WHAT PERCENTAGE OF THE TIME?
 11:39:07 >>David Willems: IT'S BEEN A FAIRLY LOW PERCENTAGE.
 11:39:12 I HAVEN'T LOOKED IN DETAIL BUT WE TYPICALLY DON'T NEED TO.
 11:39:16 HOPEFULLY WE WON'T NEED THAT AS WELL BECAUSE THE CONTRACTOR

11:39:19 HAS BEEN WORKING WITH THE ENGINEER ON THAT PROJECT TO MAKE
 11:39:22 SURE THAT EVERYTHING IS WHERE IT NEEDS TO BE.
 11:39:24 >>Jim Ward: THAT'S IMPORTANT WHEN WE TALK ABOUT CUTTING \$2
 11:39:27 MILLION FROM THE PROJECT WHEN WE HAVE \$1.4 MILLION ALREADY
 11:39:30 ALLOCATED TOWARDS A CONTINGENCY THAT WE MAY POTENTIALLY NOT
 11:39:34 USE.
 11:39:35 >>David Willems: THAT IS A VERY GOOD POINT.
 11:39:37 USUALLY WITH MOST OF THE CONTRACTS WE DO, WE DO THAT
 11:39:40 SEPARATE AS A 10%.
 11:39:41 FOR THIS THEY ARE PROPOSING 7.5.
 11:39:44 >>Jim Ward: I GUESS THE FINAL OVERVIEW OF THIS IS AS I LOOK
 11:39:48 AT IT AND WE LOOK AT THE PRIORITIES THAT WE'VE ASSOCIATED
 11:39:52 WITH THE DIFFERENT PROJECTS, THERE'S NOT A LOT OF STUFF HERE
 11:39:57 THAT WE DON'T -- THAT WE HAVE THE ABILITY TO CUT BACK ON.
 11:40:01 THE THREE BIGGEST PROJECTS ARE THE ESTERO SPORTS PARK, WHICH

 11:40:06 WE WANT TO PROCEED WITH AS EXPEDITIOUSLY AS POSSIBLE.
 11:40:10 THE UTILITIES PROJECT, WHICH IS HOPEFULLY GOING TO BE FUNDED
 11:40:14 SIGNIFICANTLY BY GRANTS THAT WE GET.
 11:40:18 SO THERE IS NO REAL SENSE IN CUTTING BACK THERE.
 11:40:23 AND THEN THE ESTERO ON THE RIVER PROJECT, WHICH ALL THREE OF
 11:40:29 THEM ARE VERY COSTLY PROJECTS, BUT ALL HAVE UNIQUE BENEFITS
 11:40:32 TO THEM.
 11:40:32 IT'S JUST A VERY DIFFICULT DECISION AS YOU LOOK THROUGH
 11:40:38 THESE THINGS TO TRY TO FIND AREAS TO CUT BACK ON.
 11:40:41 THANK YOU.
 11:40:42 >>Mayor McLain: ANY OTHER COMMENTS?
 11:40:43 >>George Zalucki: THANK YOU.
 11:40:44 DAVID, YOU GAVE SOME GREAT INSIGHT ON THE FIRST TWO PROJECTS
 11:40:47 ON PARKS, RECREATION, AND LANDSCAPING, MEANING THAT YOU SAID
 11:40:51 THAT WE ALREADY PULLED OUT AND VALUE ENGINEERED THAT WITHOUT
 11:40:56 LANDSCAPING ON THE SIDES OF BEN HILL GRIFFIN, RIGHT, THOSE
 11:40:57 TWO PROJECTS.
 11:40:57 SO MAYBE JUST A CONSIDERATION FOR COUNCIL WOULD BE THAT IF
 11:41:00 WE FOLLOW THE SAME LOGIC AS CORKSCREW ROAD, MAYBE WE DEFER
 11:41:06 THAT PROJECT UNTIL WE'RE READY TO GO FULL FORCE.
 11:41:10 MAYBE THAT'S WHERE THOSE DOLLARS CAN BE PICKED UP TO DO 100%
 11:41:13 OF THE CORKSCREW ROAD LANDSCAPING ON EACH SIDE OF THE ROAD,
 11:41:15 IF YOU FOLLOW WHAT I'M SAYING.
 11:41:17 JUST SOMETHING TO CONSIDER.
 11:41:18 AS YOU SAID, DAVID, THIS IS A LIVING DOCUMENT, SO WE CAN

 11:41:20 SHUFFLE SOME THINGS AROUND.
 11:41:22 JIM, TO YOUR POINT, THERE'S NOT A LOT OF LOW-HANGING FRUIT
 11:41:27 HERE THAT WE CAN JUST PLUCK OFF, BUT AFTER HEARING WHAT
 11:41:30 DAVID SAID ABOUT THE FIRST TWO PROJECTS BEING VALUE
 11:41:33 ENGINEERED, MAYBE THAT'S WHERE WE DEFER.
 11:41:38 >>Jim Ward: I'VE HEARD THE TERM VALUE ENGINEERED A LOT IN

11:41:47 BUSINESS.
 11:41:47 WHEN I WAS DOWN HERE DOING DIFFERENT PROJECTS AT THE HOAs
 11:41:50 AND EVERYTHING.
 11:41:51 VALUE ENGINEERING CAN BE LOOKED AT IN MANY DIFFERENT
 11:41:55 RESPECTS.
 11:41:55 VALUE ENGINEERING CAN BE, BASICALLY DO THE SAME THING YOU
 11:41:58 WANT TO DO, BUT KIND OF TWEAK IT TO MAKE SURE THAT YOU'VE
 11:42:02 GOT ALL OF THE COSTS LINED UP AND ALLOCATED IN A CORRECT WAY
 11:42:07 AS OPPOSED TO CUTTING SOMETHING OUT OF A PROJECT.
 11:42:12 I THINK THERE IS A VERY DISTINCT DIFFERENCE BETWEEN CUTTING
 11:42:15 STUFF OUT OF A PROJECT AND VALUE ENGINEERING.
 11:42:19 IT'S SEMANTICS SOMETIMES, BUT SEMANTICS SOMETIMES ARE PRETTY
 11:42:23 IMPORTANT.
 11:42:25 >>Mayor McLain: ANY OTHER COMMENTS FROM COUNCIL?
 11:42:26 IF NOT, DO WE HAVE ANY PUBLIC COMMENTS?
 11:42:29 >>Carol Sacco: NO PUBLIC COMMENT.
 11:42:30 >>Mayor McLain: I'M LOOKING FOR A MOTION -- THIS A WORKSHOP,
 11:42:36 SO WE DON'T GET ANY MOTIONS.
 11:42:37 LET'S GO ON TO THE FEMA UPDATE.

 11:42:40 I'LL CALL ON STEVE.
 11:42:42 DO YOU HAVE A QUICK UPDATE ON FEMA?
 11:42:46 >>Steven Sarkozy: YES.
 11:42:48 MARY GIBBS IS HERE TO PROVIDE US AN UPDATE ON OUR RESPONSES
 11:42:53 TO THE CHALLENGES THAT WE'VE RECEIVED FROM FEMA.
 11:42:56 AS MARY COMES TO THE PODIUM, YOU SHOULD KNOW, THE COMMUNITY
 11:43:00 SHOULD KNOW THAT MARY HAS DONE A FABULOUS JOB ON
 11:43:03 COORDINATING THE RESPONSE TO FEMA.
 11:43:06 THIS HAS BEEN A HUGE CHALLENGE.
 11:43:08 YOU'LL RECALL WE HAD A SEPTEMBER DEADLINE FOR THE FIRST
 11:43:14 RESPONSE, AND NOW A NOVEMBER DEADLINE.
 11:43:17 SHE'S NOT ONLY MET THE DEADLINES BUT ALSO BROUGHT US IN WHAT
 11:43:20 WE THINK TO FULL COMPLIANCE WITH FEMA.
 11:43:22 IT'S BEEN A REAL CHALLENGE.
 11:43:27 IT'S CHANGED OUR ENTIRE WORK PLAN INTERNALLY AND MUCH
 11:43:33 APPRECIATION GOES OUT TO HER.
 11:43:35 SHE'S BEEN WORKING BEHIND THE SCENES, BUT THIS IS A MAJOR
 11:43:38 BENEFIT TO THE VILLAGE.
 11:43:39 THANK YOU, MARY.
 11:43:42 >>Mary Gibbs: I THINK YOU JUST COVERED IT.
 11:43:44 JUST TO GIVE YOU A QUICK UPDATE BECAUSE THE LAST TIME WE DID
 11:43:47 AN UPDATE FOR COUNCIL WAS IN SEPTEMBER.
 11:43:49 IT WAS ACTUALLY BEFORE TWO HURRICANES.
 11:43:51 SO JUST GOING TO GIVE YOU A LITTLE BIT OF AN UPDATE.
 11:43:54 WE ALL KNOW THIS WHOLE FEMA ISSUE CAME ABOUT IN JULY WHEN WE

 11:43:58 GOT THE LETTER THAT SAID WE WERE OUT OF COMPLIANCE AND WE
 11:44:01 MAY GET KICKED OUT OF CRS AND THE FLOOD INSURANCE PROGRAM.

11:44:06 THAT WAS THE GENESIS OF IT AND WE'VE BEEN SCRAMBLING EVER
 11:44:09 SINCE WE GOT THAT.
 11:44:10 WE TALKED ABOUT THIS A LITTLE BIT IN SEPTEMBER WHEN I DID
 11:44:13 THE UPDATE.
 11:44:14 THERE WERE TWO THINGS THAT FEMA IS REQUIRING FROM US.
 11:44:17 ONE IS CORRECTIVE ACTION PLAN AND THEN THE OTHER DOCUMENT IS
 11:44:21 THE SUBSTANTIAL DAMAGE ADMINISTRATIVE PROCEDURES PLAN.
 11:44:23 REMEMBER, THIS APPLIES TO ALSO THE COUNTY, BONITA SPRINGS,
 11:44:30 FORT MYERS BEACH AND CAPE CORAL.
 11:44:32 WE'RE KIND OF ALL IN THIS TOGETHER.
 11:44:34 CORRECTIVE ACTION PLAN WAS DUE SEPTEMBER 16 AND THAT IS
 11:44:38 WHERE WE HAD TO TELL THEM, WE HAD TO ADDRESS ALL THE
 11:44:41 DEFICIENCIES AND THE VIOLATIONS THAT THEY THOUGHT WE HAD
 11:44:44 MISSED.
 11:44:44 FOR EXAMPLE, IF YOU WERE MAKING IMPROVEMENTS AND YOU DIDN'T
 11:44:46 HAVE BUILDING PERMITS, WE HAD TO DEAL WITH THAT.
 11:44:49 AND IN PARTICULAR, ANYTHING WHERE THERE WAS DAMAGE THAT
 11:44:53 EXCEEDS 50% OF THE VALUE OF YOUR STRUCTURE HAS TO BE BROUGHT
 11:44:56 INTO COMPLIANCE, WHICH MEANS IT EITHER NEEDS TO BE TORN DOWN
 11:45:00 OR BUILT UP HIGHER.
 11:45:02 SO WE ALSO INCLUDED IN OUR CORRECTIVE ACTION PLAN A LOT OF
 11:45:06 TIMELINES AND ACTION ITEMS.
 11:45:07 SO THAT WE TURN IN ON TIME.

11:45:11 >> STARTING ROUTE TO -- HEAD WEST ON CORKSCREW PALMS CIRCLE
 11:45:15 AND THEN TAKE THE FIRST RIGHT.
 11:45:16 >>Mary Gibbs: I THINK IT'S FEMA.
 11:45:18 THEY ARE COMING TO FIND ME.
 11:45:19 [LAUGHTER]
 11:45:22 >> TRYING TO FIND THE FIRST AIR CONDITIONED ROOM ON GOOGLE
 11:45:25 MAPS.
 11:45:25 >>Mary Gibbs: YES, PLEASE.
 11:45:26 ANYWAY, WE SUBMITTED OUR CORRECTIVE ACTION PLAN TO FEMA
 11:45:30 BEFORE THE 16th.
 11:45:32 WE RECEIVED COMMENTS BACK FROM THEM RECENTLY ON OCTOBER 18,
 11:45:36 AND THEY WERE REALLY MINOR COMMENTS.
 11:45:37 SO WE HAD TO MAKE SOME CORRECTIONS AND SEND IT BACK TO THEM.
 11:45:41 WE OFFICIALLY SUBMITTED THE CORRECTED FINAL DOCUMENT ON
 11:45:44 OCTOBER 28.
 11:45:45 NOW WE'RE ALSO WORKING ON THE SUBSTANTIAL DAMAGE
 11:45:49 ADMINISTRATIVE PROCEDURES PLAN.
 11:45:51 THE CORRECTIVE ACTION PLAN WE DID OURSELVES.
 11:45:55 IT WAS STEVE, ME, STANLEY, ROBERT WILEY WAS A HUGE HELP, AND
 11:46:00 WE DID IT FOR STAFF, BUT THE SUBSTANTIAL DAMAGE
 11:46:03 ADMINISTRATIVE PROCEDURES PLAN WE HAD TO HIRE HAGERTY
 11:46:06 BECAUSE THE DEADLINE WAS TOO CLOSE.
 11:46:09 WE DIDN'T THINK WE WOULD HAVE TIME TO GET IT DONE AND WE
 11:46:12 REALLY DIDN'T HAVE ALL THAT EXPERTISE.

11:46:13 THIS IS OUR PROCEDURES.

11:46:14 IT APPLIES -- TELLS YOU WHAT YOU DO PRE-DISASTER,
 11:46:18 POST-DISASTER AND IT'S REALLY AN OPERATIONAL PLAN.
 11:46:21 SO THE SCHEDULE I SHOWED YOU BACK IN SEPTEMBER, WE'VE DONE
 11:46:26 EVERYTHING.
 11:46:27 RIGHT NOW, IF YOU LOOK, WE'RE WORKING ON THE FINAL DRAFT.
 11:46:31 HAGERTY HAS TAKEN OUR REVISIONS AND COMMENTS AND THEY'LL
 11:46:35 GIVE IT BACK TO US ON MONDAY.
 11:46:36 AND THEN WE HAVE NEXT WEEK TO GET THAT FINAL VERSION TO
 11:46:40 FEMA.
 11:46:40 BUT WE'VE GOT IT BASICALLY DONE.
 11:46:43 I THINK WE'RE IN VERY GOOD SHAPE.
 11:46:45 SO WE HAVE COMPLETED THE CORRECTIVE ACTION PLAN.
 11:46:50 IT IS OFFICIALLY SUBMITTED.
 11:46:52 WE WILL HAVE THAT ESTAP PLAN COMPLETED AND SENT TO THEM
 11:46:59 BEFORE THE 18th.
 11:47:00 SO THAT WILL BE NEXT WEEK.
 11:47:01 AGAIN, WE DON'T REALLY KNOW WHEN FEMA WILL BE MAKING A
 11:47:04 DECISION ON THE RETROGRADE AND PROBATION.
 11:47:07 BUT IN THE MEETINGS WE'VE HAD RECENTLY WITH THEM HAVE SEEMED
 11:47:08 VERY PRODUCTIVE.
 11:47:10 WE'VE STRESSED TO THEM THAT WHAT WE HAVE DONE IN THESE
 11:47:12 CORRECTIVE ACTION PLANS AND THESE DOCUMENTS IS ESSENTIALLY,
 11:47:15 IF WE WERE PUT ON PROBATION, WE WOULD END UP HAVING TO DO
 11:47:20 THESE THINGS ANYWAY.
 11:47:21 WE THINK WE REALLY COMPLIED WITH EVERYTHING THAT THEY HAVE

11:47:23 ASKED US.
 11:47:24 I JUST WANTED TO GIVE YOU A QUICK UPDATE, AGAIN, THIS WAS
 11:47:28 ALL BEFORE THESE HURRICANES HAPPENED.
 11:47:30 SO WE HAD TWO HURRICANES SINCE WE DID THE LAST UPDATE.
 11:47:34 HELENE AND MILTON.
 11:47:35 AND WE MIGHT -- I THOUGHT WE WERE GOING TO HAVE A TRIFECTA
 11:47:38 WITH RAFAEL, BUT THANK YOU HE WENT A DIFFERENT WAY.
 11:47:42 >>Rafael Lopez: THANK GOD HE WAS A WIMP.
 11:47:45 >>Mary Gibbs: YES.
 11:47:46 WHAT HAVE WE LEARNED?
 11:47:47 JUST TO GIVE YOU A QUICK UPDATE, HURRICANE HELENE WAS PRETTY
 11:47:51 MINOR.
 11:47:51 WE WENT OUT RIGHT AWAY TO CHECK THE AREAS THAT WE THOUGHT
 11:47:54 WOULD BE FLOODED, WHICH ARE KIND OF THE USUAL WEST BROADWAY
 11:47:58 AREA.
 11:47:58 WHEN WE DID OUR DAMAGE ASSESSMENT, THERE WERE ONLY FOUR
 11:48:01 HOMES IN ESTERO RIVER HEIGHTS THAT HAD FLOODING AND TWO
 11:48:05 MOBILE HOMES IN ESTERO BAY VILLAGE.
 11:48:06 THAT WAS QUITE MINOR.
 11:48:08 LITTLE BIT OF WIND DAMAGE, BUT IT WAS GOOD THAT WE GOT OUT

11:48:14 THERE RIGHT AWAY TO CHECK THAT OUT.
 11:48:16 HURRICANE MILTON WE JUST FINISHED PUTTING THIS TOGETHER.
 11:48:19 THAT WAS OCTOBER 9.
 11:48:20 WE GOT OUT RIGHT AWAY.
 11:48:22 WE GOT MOSTLY WIND DAMAGE.

11:48:24 THE HIGHEST FLOODING WAS ABOUT 35 INCHES AND THAT WAS DOWN
 11:48:28 IN ESTERO RIVER HEIGHTS AREA.
 11:48:30 THERE ARE A FEW PLACES THAT GET KIND OF THE USUAL FLOODING.
 11:48:36 MINOR DAMAGE TO 123 UNITS IN THE VILLAGE, BUT THAT WAS A LOT
 11:48:41 OF ROOF SHINGLES.
 11:48:43 THE BROOKS ACTUALLY HAD A LOT, ROOF SHINGLE HERE AND THERE.
 11:48:47 THAT WAS ABOUT HALF OF THE DAMAGE WAS IN THE BROOKS.
 11:48:50 AND THEN WE HAD THE WEST BROADWAY AREAS WHERE WE HAD SOME
 11:48:53 FLOODING BACK ON RIVERSIDE DRIVE IN THOSE AREAS.
 11:48:57 AND THEN CYPRESS BEND, WHICH IS THE RV PARK, STANLEY AND I
 11:49:01 WENT OUT AND DROVE THERE, LITTLE PIECES OF MOBILE HOMES
 11:49:04 MISSING.
 11:49:05 SO THE MAJOR DAMAGE WAS THREE MOBILE HOMES THAT CAME OFF
 11:49:09 THEIR FOUNDATIONS, BUT WE WERE VERY LUCKY AND WE DID GET OUT
 11:49:14 RIGHT AWAY, WHICH I THINK FEMA WAS TELLING US THAT'S WHAT WE
 11:49:17 DIDN'T DO WITH IAN.
 11:49:18 SO STANLEY WAS OUT AT LIKE 5 A.M.
 11:49:21 IT WAS STILL DARK.
 11:49:22 LET'S WAIT UNTIL IT GETS LIGHT SO WE CAN SEE WHAT THE DAMAGE
 11:49:26 IS.
 11:49:26 IT WAS A GOOD TEAM EFFORT.
 11:49:28 WE DIVVIED UP INTO TEAMS.
 11:49:30 THIS IS GOING TO BE IN OUR SUBSTANTIAL DAMAGE ADMINISTRATIVE
 11:49:33 PROCEDURES.
 11:49:34 WE'LL EXPLAIN HOW WE'LL DIVIDE UP INTO TEAMS TO DO THE

11:49:36 DAMAGE ASSESSMENT, FOCUS ON THE MOST AFFECTED AREAS AND THEN
 11:49:39 WE BRANCH OUT AND COVER THE WHOLE VILLAGE.
 11:49:42 ALREADY JUMPED AHEAD.
 11:49:45 LESSONS LEARNED, ACTIVE.
 11:49:47 WE HAVE TO BE PROACTIVE.
 11:49:49 THAT WAS THE MAIN THING FEMA TOLD US, GET OUT AND DO THESE
 11:49:53 IMMEDIATELY.
 11:49:53 WE DID THE STREET BY STREET ANALYSIS AND WE THEN DID THE
 11:49:56 WHOLE VILLAGE AND DOCUMENTING THE DAMAGE AND MAKING SURE
 11:49:59 THAT PEOPLE ARE NOTIFIED THAT THEY NEED PERMITS, WHICH I
 11:50:02 THINK OUR ATTORNEY MENTIONED EARLIER WE'RE GOING TO BE
 11:50:05 SENDING OUT ANOTHER BATCH OF LETTERS.
 11:50:07 IT WAS A LITTLE PAINFUL BECAUSE PEOPLE THEY ARE STILL HAVING
 11:50:11 SOME TROUBLE UNDERSTANDING, BUT WE'RE TRYING TO WORK WITH
 11:50:14 PEOPLE TO MAKE SURE THAT THEY UNDERSTAND THEY HAVE TO GET
 11:50:17 PERMITS FOR NOT JUST THE DAMAGE BUT IMPROVEMENTS.

11:50:20 AND THEN THE GOOD THING -- THERE IS A GOOD THING ABOUT
 11:50:25 HAVING HURRICANES -- LEARNED ANYTHING, IT HELPED US AS A
 11:50:30 TEST CASE TO GET OUT AND APPLY THESE THINGS THAT WE'RE
 11:50:33 WORKING ON.
 11:50:33 IF THERE IS A GOOD SIDE TO A HURRICANE, THAT WAS IT.
 11:50:38 THAT'S BASICALLY IT.
 11:50:42 >>Mayor McLain: ANY QUESTIONS?
 11:50:43 >>Jim Ward: JUST A QUICK COMMENT, MARY.
 11:50:45 THE DAMAGE IN THE BROOKS TO THE ROOFS, THAT WAS PRIMARILY

 11:50:48 RELATED TO THE TORNADO WATCH THAT WE HAD EARLY THAT
 11:50:53 AFTERNOON.
 11:50:53 THERE WAS NO TORNADO, BUT IT DID PICK UP SIGNIFICANT WINDS
 11:50:58 AT THAT POINT.
 11:50:59 >>Mary Gibbs: THAT COULD BE BECAUSE IT SEEMED UNUSUAL THAT
 11:51:01 THERE WAS A FOCUS OF IT IN THE BROOKS AREA.
 11:51:03 I KNOW THERE WERE SEVERAL TORNADOES, MULTIPLE TORNADOES ALL
 11:51:06 OVER THE PLACE.
 11:51:08 >>Jim Ward: THEY HAD A TORNADO ALERT RIGHT AT COCONUT
 11:51:10 POINTE.
 11:51:12 >>Mayor McLain: DO WE HAVE ANY PUBLIC COMMENTS?
 11:51:14 >>Carol Sacco: NO PUBLIC COMMENT.
 11:51:15 >>Mayor McLain: OKAY.
 11:51:16 THANK YOU, MARY.
 11:51:16 I'M LOOKING FOR A MOTION TO ADJOURN.
 11:51:19 MADE BY COUNCILPERSON FAYHEE, SECONDED BY COUNCILPERSON
 11:51:24 LOPEZ.
 11:51:26 [SOUNDING GAVEL]
 11:51:26 MEETING IS ADJOURNED.

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**DRAFT MINUTES
VILLAGE COUNCIL MEETING**

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

October 16, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Angi Jeffcoat Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also present

Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Land Use Attorney Nancy Stroud, 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. PROCLAMATION

(a) Joseph Faerber (Special Magistrate)

3. RECOGNITION

(a) Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA)

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

Nay:

Abstentions:

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

Gary Iseral, Rotary

5. CONSENT AGENDA

(a) October 2, 2024 Village Council Meeting Minutes

Motion: Motion to approve consent agenda with the correction of the minutes.

Motion by: Councilmember Lopez

Seconded by: Councilmember Ward

Action: Approved consent agenda with the correction of the minutes.

Vote: (Roll Call)

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

Nay:

Abstentions:

7. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

8. ACTION ITEM

(a) **Renewal of Lobbying Services with JEJ & Associates and Ronald L. Book,
P.A.**

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmember Zalucki,

Public Comments

None.

Motion: Motion to approve the renewal contracts with Ronald L. Book,
P.A. (annual cost: \$42,350) and JEJ & Associates, Inc. (annual cost:
\$43,560) to provide professional State Legislative and Executive Branch
Lobbying Services for a one-year period. Grant the Village Manager the

authority to reauthorize the renewal of these contracts for three additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero, approve a contingency fund amount of \$4,235 for Ronald L. Book, P.A. and \$4,356 for JEJ & Associates, Inc. totaling \$8,591 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contracts on behalf of the Village of Estero Council.

Motion by: Vice Mayor Ribble
Seconded by: Councilmember Lopez

Action: Approved the renewal contracts with Ronald L. Book, P.A. (annual cost: \$42,350) and JEJ & Associates, Inc. (annual cost: \$43,560) to provide professional State Legislative and Executive Branch Lobbying Services for a one-year period. Grant the Village Manager the authority to reauthorize the renewal of these contracts for three additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero, approve a contingency fund amount of \$4,235 for Ronald L. Book, P.A. and \$4,356 for JEJ & Associates, Inc. totaling \$8,591 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contracts on behalf of the Village of Estero Council.

Vote: (Roll Call)

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

Nay:

Abstentions:

9. FIRST READING

- (a) First Reading for Approval of Ordinance No. 2024-12 regarding Village Property Security and Trespass Policies

An Ordinance of the Village Council of the Village of Estero, Florida, Creating Article II of Chapter 2 of the Village Code Regarding Security of and Trespasses from Village Properties and Facilities; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
 Robert Eschenfelder, Village Attorney

Council Questions or Comments

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

Public Comments

None.

Motion: Motion to pass first reading and schedule second reading for November 6, 2024.

Motion by: Councilmember Zalucki

Seconded by: Councilmember Lopez

Action: Passed first reading and schedule second reading for November 6, 2024.

Vote: (Roll Call)

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

Nay:

Abstentions:

10. SECOND READING AND PUBLIC HEARING

(a) Second Reading of Ordinance No. 2024-13 Estero Townhomes EPD (Toll Bros.).

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions and Deviations a Rezoning to Estero Planned Development (EPD) For a 21.4 Acre Tract of Property Located in the Northeast Corner of Sandy Lane and Corkscrew Road; Providing for Severability; and Providing an Effective Date.

Land Use Attorney Stroud provided information regarding Board business and quasi-judicial hearings. All audience members and staff providing testimony for the hearings were sworn in by Village Clerk Sacco.

No ex parte communication or conflicts of interest were noted.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

Nancy Stroud, Land Use Attorney

Presentation/Information by

Richard Yovanovich, Esq, Coleman, Yovanovich & Koester

Alexis Creso, RVi Planning

Sabrina McCabe, RVi Planning

Noelle Vilim, P.E., Atwell

Brandon Sinnery, Toll Brothers

Jim Hepler, Toll Brothers

Norm Trebillock, Trebillock Consulting

Andrew McAuley, Earth Tech Environmental

Council Questions or Comments

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

Public Comments

None.

Motion: Motion to approve Ordinance No. 2024-12 with the Council revisions.

Motion by: Councilmember Zalucki

Seconded by: Councilmember Ward

Action: Approved Ordinance No. 2024-12 with the Council revisions.

Vote: (Roll Call)

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

Nay:

Abstentions:

(b) Second Reading of Ordinance No. 2024-15 regarding Declarations of Local Emergencies

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Article II of Chapter 10 of the Village Code (Local States of Emergency); Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Vice Mayor Ribble and Mayor McLain

Public Comments

None.

Motion: Motion to approve Ordinance No. 2024-15.

Motion by: Councilmember Fayhee

Seconded by: Councilmember Lopez

Action: Approved Ordinance No. 2024-15.

Vote: (Roll Call)

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

Nay:

Abstentions:

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

12. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

13. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Vice Mayor Ribble and Mayor McLain

Adjourn Regular Session at 12:28 pm and Convene Workshop Items at 12:41 pm.

14. WORKSHOP

(a) Capital Improvement Program

Staff Presentation/Comments

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments

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

Public Comments

None.

(b) Vitalink – Placemaking Project Update

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by

Michael Comparato , Vieste, LLC

Kathy Horn, VitaLink

Council Questions or Comments

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

Public Comments

None.

15. ADJOURNMENT at 1:51 pm

Motion by Councilmember Fayhee and seconded by Councilmember Lopez.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, CMC, Village Clerk

Jon McLain, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a [Public Record Request](#).

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Approval of Special Magistrate Services Agreement

Motion to approve Special Magistrate Services Agreement Between the Village of Estero and Patrick Neale, Esq.

Background:

The Estero Village Code provides for certain quasi-judicial matters to be heard before a Special Magistrate. The Village periodically procures, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Special Magistrate in order to ensure the Village has a sufficient number of Magistrates to provide such services where recusals or availability may require alternative assignment of cases.

Village Code § 1-44(a) provides that the Village Council may, from time to time, appoint one or more persons to serve as code compliance special magistrate, with such persons being members in good standing of The Florida Bar and possessing such other skills and experience as the Council may require, with such compensation as is deemed appropriate by the Council. In light of the recent passing of Special Magistrate Faerber, the Village has determined the need to retain an additional Special Magistrate to preside over code enforcement and other necessary quasi-judicial proceedings.

Pursuant to Village Code § 2-173(a)(7), the acquisition of legal services to fulfill the legal needs of the Village, which includes the provision of qualified Special Magistrates, is exempt from the competitive procurement process. The Village Attorney has engaged in recruitment efforts to find for the Village a well-qualified attorney to provide the necessary services and after discussion with attorney Neale regarding the Village's needs, he has agreed to serve as a Special Magistrate for the Village under the terms of the agreement (attached to this memo).

As attorney Neale's resume (also attached) reveals, he owns a sole practice in Collier County and has significant experience in real estate, land use, and related areas of the law, and has experience serving as a quasi-judicial magistrate for Collier County. He is

Page 1 of 2

therefore well-qualified to undertake similar services for the Village, and the Village Attorney and Planning Director recommend approval of the agreement.

Action Requested:

Motion to approve Special Magistrate Services Agreement Between the Village of Estero and Patrick Neale, Esq.

Process and Timeline:

If approved by Council, Village staff will coordinate with Magistrate Neale regarding his familiarization with Village codes and hearing procedures in advance of assigning him cases.

Financial Impact:

The Special Magistrate will be paid \$200 per hour.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Agreement for Special Magistrate Services
2. Patrick Neale, Esq. resume

**AGREEMENT FOR LAND USE AND CODE ENFORCEMENT
SPECIAL MAGISTRATE SERVICES**

THIS AGREEMENT is made and entered into on the 6th day of November, 2024 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation (the Village) and Patrick Neale, with an address of 5470 Bryson Court, Ste. 103, Naples FL 34109 (the Contractor), collectively referred to as the Parties, as follows:

WHEREAS, the Estero Code of Ordinances provides for certain quasi-judicial matters to be heard before a Special Magistrate; and

WHEREAS, the Village periodically procures, on a non-exclusive basis, the contractual services of qualified attorneys to serve as Special Magistrate in order to ensure the Village has a sufficient number of Magistrates to provide such services where recusals or availability may require alternative assignment of cases; and

WHEREAS, § 1-44(a) of the Village Code provides that the Village Council may, from time to time, appoint one or more persons to serve as code compliance special magistrate, with such persons being members in good standing of The Florida Bar and possessing such other skills and experience as the Council may require, with such compensation as is deemed appropriate by the Council; and

WHEREAS, the Village has determined the need to retain a Special Magistrate to preside over code enforcement proceedings; and

WHEREAS, pursuant to Village Code § 2-173(a)(7), the acquisition of legal services to fulfill the legal needs of the Village, which includes the provision of qualified Special Magistrates, is exempt from the competitive procurement process; and

WHEREAS, the Contractor has expressed its willingness to provide his services as Special Magistrate to the Village; and

WHEREAS, the Village Council has reviewed the qualifications of the Contractor’s Contractor to serve as Special Magistrate and finds the Contractor to be qualified; and

WHEREAS, the Council finds that it is in the Village’s best interests to enter this Agreement with the Contractor for the provision of Special Magistrate services.

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

1. Scope of Services.

Contractor shall provide to the Village the following Special Magistrate services as the Village may require, and under the following conditions:

- The Contractor shall conduct hearings as provided for in Florida Statutes Chapter 162, Article II (Code Enforcement) of Chapter 1 of the Village Code, and all other parts of the Village Code (including its Land Development Code) related to the enforcement or application of the Village Code and associated permits or development orders.
- When providing Special Magistrate services, the Contractor will be a municipal police power function. Therefore, in the execution of his duties, the Contractor shall at all times observe all applicable laws, including compliance with Florida's Sunshine Law, the Public Records Law, Florida's Ethics Code for Public Officers and Employees (Part II of Florida Statutes Chapter 112), and Florida Statutes Chapter 162 (including compliance with the caselaw interpreting hearings conducted thereto).
- In performing as Special Magistrate, the Contractor must also have familiarity with, and comply with the Florida Code of Judicial Conduct, including the opinions which have been published related to that Code's applicability to quasi-judicial officers serving as code enforcement Special Magistrates.
- The obligations of the Contractor expressly include the agreement of the Contractor not to undertake representation of the Village for any other matter during the term of this Agreement without the express prior approval of the Village Council, after having consulted with the Village Attorney, and after having reviewed the ethical considerations of such representation.
- The Contractor must have and maintain a sound and current understanding of the procedural and evidence rules (including relevant interpretive caselaw) associated with local government quasi-judicial hearings.
- The Contractor is serving in a contractual services role and shall serve at the pleasure of the Village Council, and shall not be deemed an official or employee of the Village.
- The Village will not be responsible for the provision of clerical or administrative support for the Special Magistrate's legal research or drafting of orders or opinions. However, the Village Manager may assign the Village Clerk, or such other Village agent, volunteer or employee as may be appropriate, to serve as the hearing clerk, who's responsibility it will be to receive or send correspondence related to a proceeding (including providing parties notices of hearing and transmitting final written opinions to parties), to transfer any pre-hearing pleadings, motions, correspondence or briefs to the Special Magistrate, and to maintain the official record of the proceedings (including the retention and maintenance of exhibits submitted by Parties).
- Depending on the nature of the proceeding, the Village's case or legal arguments may, or may not, be presented by a Village employee (including an employed or contracted code enforcement officer or building official), or by an attorney from the Village Attorney's Office. Hearings will be conducted at **Village Hall, 9401 Corkscrew Palms Cir., 2nd Floor, Estero, FL 33928**, unless the Village determines security or logistical

considerations require an alternative location. The Special Magistrate will not be expected to provide hearing space.

- The scope of the Special Magistrate's jurisdiction and authority shall be set forth in the relevant Village Code, as further limited by relevant statutory or case law. The Special Magistrate shall not be entitled or empowered to rule upon legal questions not within the Magistrate's jurisdiction, including but not limited to ruling on the constitutionality of the Village Code, whether a portion of the Village Code is preempted by a federal or state law, or whether a Village employee or official acted in a constitutional manner or complied with any federal or state law, nor shall the Magistrate be empowered to rule on matters sounding in equity. Notwithstanding the foregoing, the Special Magistrate will be authorized to rule on any defenses raised by a party subject to a citation or violation notice which are based on the application of facts to the Village Code, or which are founded on the Village's failure to adhere to the substantive or procedural terms of the Village Code, or of Florida Statutes Chapter 162.
- The Special Magistrate will be expected to verbally rule upon motions and objections made during a hearing, to administer oaths to witnesses called by a party, and to control his hearing room and the conduct of the proceedings according to the Judicial Cannons and Village Code (including any resolutions or administrative rules of procedure adopted by the Village relevant to the matter at issue).
- Final orders and opinions are to be made in writing, with said writing containing findings of fact and conclusions of law. Final orders and opinions shall be dated and electronically signed by the Special Magistrate. In the event the Village adopts a standard form or format for its quasi-judicial orders, the Special Magistrate shall use such form or format.
- To ensure parties receive timely resolution of the matter, the Special Magistrate shall, absent exceptional circumstances, render a final order or opinion within thirty (30) calendar days after closing the hearing and taking the matter under advisement. Unless a different process is required by a given portion of Village Code or state law, all final orders and opinions must be transmitted via email to the hearing clerk designated by the Village. The hearing clerk, not the Special Magistrate, shall then transmit the final order or opinion to the parties in the manner prescribed by law.
- The Special Magistrate will, when performing services for the Village, be interacting with the Village's residents, business owners, employees and officials on a regular basis. The Special Magistrate must, during all such interactions, dress in a professional manner befitting of his role, and must treat all such persons with professionalism and respect.
- The Special Magistrate shall be entitled to communicate with the Village Attorney for the purposes of gaining an understanding of the contents and organization of the Village Code, the Village's code enforcement and appeals process, procedures and forms, and similar matters of general information. However, the Special Magistrate shall not conduct *ex-parte* communications with the Village Attorney or any Village official with respect to a specific case, appeal, or other matter before him.

- The jurisdiction of the Special Magistrate is not exclusive. Code violations or appeals may be pursued by another lawful remedy at the option of the Village.
- Assignment of a matter to Contractor or any other contracted Special Magistrate shall be made by the Village-appointed hearing clerk who will, once a new matter requiring a hearing arises, inform the selected Special Magistrate of the assignment and the identity of the party or parties, and shall provide a copy of the initial enforcement or case file (including the relevant citation and copies of such photographs and correspondence as may exist up to the date of the assignment) so the Special Magistrate may review the party identities and basic facts to review for conflicts. Upon assignment, the Special Magistrate shall review the matter to ensure she/he does not have any ethical conflicts such as would require recusal. However, conflict check materials shall not be considered to be in evidence at a hearing, and it will be up to the parties to present their witnesses and documentary evidence formally at the hearing. The Special Magistrate shall, once a matter is assigned, work with the assigned hearing clerk to schedule the hearing in a prompt manner.
- If the Special Magistrate determines prior to the hearing convening that recusal is required, she/he shall inform the hearing clerk in writing (including email) of the reason for the recusal or other inability to serve. If the Special Magistrate convenes a hearing only to then determine that recusal is required, he shall recess the hearing and enter a formal order of recusal which the hearing clerk who will transmit such order to the parties.
- The Village intends to contract with more than one attorney/firm for Special Magistrate services so as to allow for matters to proceed in the event of a recusal, vacation, or illness, and so as to ensure redundancy of capacity for this service. To ensure a relatively equitable distribution of assignments, the hearing clerk will, when making assignments, endeavor use a rotational list which favors assignment to the Special Magistrate who has not heard a matter the longest, and which places at the end of the list the Special Magistrate who has most recently heard a matter. While this process will be used to help ensure fair distribution of the work, nothing herein shall be intended to create a right of a Special Magistrate to receive any given assignment, nor of a party to have any given Special Magistrate assigned to her/his/its case.

2. Term, Extension.

A. The initial term of this Agreement shall be from the Effective Date through 11:59 p.m., September 30th 2025. The Parties agree that unless the Village, in its sole discretion, provides notice of intent not to renew at least thirty (30) calendar days prior to the end of the initial term, this Agreement shall automatically renew on October 1st 2025, for a renewal term through 11:59 p.m. of September 30th 2026. Thereafter, this Agreement may continue to automatically renew on the same annual dates unless notice is provided by the Village in the manner set forth above.

B. Notwithstanding the foregoing, either Party may terminate this Agreement at any time during a term for any or no reason upon giving the non-terminating Party at least thirty (30) calendar days prior written notice. However, any such termination shall not relieve Contractor of the obligation

to bring to conclusion any matter currently before him as Special Magistrate even if such conclusion extends past the termination date. Nor does any such termination relieve the Village of its obligation to pay all properly-submitted invoices for undisputed work performed by Contractor, including work performed to bring a matter to conclusion past the termination date.

C. The insurance and indemnification obligations set forth in this Agreement survive the expiration or termination thereof.

3. Payment

A. Pursuant to Florida Statutes §§ 218.73 and 218.74, Contractor shall be paid **\$200.00** per hour (with a one-hour minimum) for all Special Magistrate services performed by Contractor not more than forty-five (45) days after Contractor has submitted to the Village a proper and undisputed invoice, which invoice shall be submitted only after the Contractor's required services have been completed.

B. Improper payment requests shall be addressed by the Village as provided for in Florida Statutes § 218.76, and any disputes with respect to payment of an invoice shall be determined as provided for in that statute and any associated Village procurement codes or procedures applicable to resolution of vendor payment disputes.

4. Amendments.

This Agreement may only be amended by a written Amendment executed by both Parties.

5. Severability.

In the event that any provision or portion of this Agreement shall be found to be invalid or unenforceable, then such provision or portion may be severed and such invalidity or unenforceability shall not affect the validity or enforceability of any other provision or portion of the Agreement.

6. Miscellaneous Terms.

A. **Qualifications.** Contractor represents and warrants to the Village that the Contractor is lawfully entitled to provide the services required herein under the laws of the State of Florida, and will continue to meet throughout the term(s) of this Agreement all of the qualifications required by the Village, including status as a current Florida licensed attorney in good standing. Contractor must immediately inform the Village Manager and Village Attorney in the event the Contractor has any required license (including Florida Bar membership in good standing) suspended or revoked, or is disciplined by The Florida Bar, the state bar of a foreign state, or any other governmental regulatory agency.

B. **Attorney Fees.** In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any fees incurred on appeal, regardless of the resolution of the case or appeal(s).

C. Immigration Compliance; E-Verify. Contractor acknowledges that he 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 Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(5), Contractor (unless Contractor employs no one else) shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with the Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system (or that it is not an employer). If Contractor 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 Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village 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.

D. Indemnification, Preservation of Immunity. Each Party hereby agrees to fully indemnify and hold harmless the other, its officers, employees, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the indemnifying party, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. The Party claiming right to indemnification ("Claimant") will give the indemnifying Party ("Indemnitor") prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event either Party reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect such Party's interest, such Party reserves the right to defend itself with its own counsel or retained counsel at

the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

E. No Third-Party Beneficiary. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns, and it is not the intent of the Parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a Party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

F. Jurisdiction, Venue, Applicable Law. In the event of any litigation between the Parties with respect to the interpretation or enforcement of this Agreement, same shall be conducted, if in state court, in the appropriate circuit or county court in and for Lee County, Florida, and if in federal court, in the United States District Court for the Middle District of Florida, Ft. Myers Division. In any such litigation, the substantive and procedural laws of the State of Florida shall be applied.

G. Public Records. In accordance with Florida Statutes § 119.0701, the Contractor shall:

1. Keep and maintain public records required by the Village to perform the service.
2. Upon request from the Village's custodian of public records, provide the requesting Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Village.
4. Upon completion of the contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE VILLAGE OF ESTERO, VILLAGE CLERK'S OFFICE, AT:

TELEPHONE: 239.221.5035

EMAIL: Csacco@estero-fl.gov

ADDRESS: 9401 Corkscrew Palms Cir Second Floor, Estero, FL 33928

H. Assignment and Subcontracting. The Village has selected Contractor for his stated skills, resources, abilities and unique experience, as represented to the Village by Contractor's statement of interest. Contractor has represented to the Village that it has the in-house capabilities, resources and expertise to perform the services required by this Agreement except as otherwise expressly set forth in this Agreement. Therefore, except in the case of a sale, transfer or assignment of all or substantially all of the assets of Contractor to a successor who has asserted its intent to continue the business of Contractor, Contractor shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of the Village. The services required by this Agreement may not be subcontracted.

I. Notices. Any and all notices sent pursuant to this Agreement shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Contractor:

Patrick H. Neale
5470 Bryson Court, Suite 103
Naples FL 34109

As to Village:

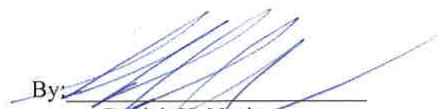
Estero Village Manager
9401 Corkscrew Palms Circle
Estero, FL 33928

IN WITNESS WHEREOF, the Parties have set their hands and seals on the Effective Date.

Village of Estero

Contractor

By: _____
Village Manager

By: 
Patrick H. Neale

RESUME

PATRICK H. NEALE
5470 Bryson Court, Suite 103
Naples, FL 34109
(239) 642-1485
pneale@patrickneale.com

EDUCATION

- B.S. 1973
Chemistry, American Chemical Society Professional
University of Miami, FL
Concentration in environmental and analytical chemistry. Recipient of
two National Science Foundation grants.
- J.D. 1978
University of Miami, FL, School of Law, Night Program.
Concentration in commercial and environmental law.

LEGAL EXPERIENCE

1997 – Present

Patrick H. Neale Attorney at Law/Patrick Neale & Associates
Attorney, Supreme Court Certified Circuit Civil Mediator, Qualified
Arbitrator

Naples and Marco Island, FL – Naples Primary office in 2011

Law practice concentrating on administrative law, contractor licensing and
contractor law, land use, small business, construction, real estate
transactions, bankruptcy and debt relief. Representing clients before local,
state and federal courts and agencies. Represented Collier County
Contractors' Licensing Board for eighteen years and also Building Board of
Adjustment and Appeals. Court appointed mediator in several cases.

2022 - Present

Special Magistrate for Code Enforcement, Collier County

2023 – Present and 1995 - 2012

Counsel to Collier County Contractors' Licensing Board

2019 – Present

**Adjunct Professor – Florida Gulf Coast University,
School of Resort and Hospitality Management – Hospitality Law**

2024 – Present

**Adjunct Professor – Florida Gulf Coast University – School of
Entrepreneurship – Entrepreneurship Law Basics**

1993-1997

**Lazarus & Neale
Marco Island, FL**

Attorney at Law with concentration on real estate, land use, zoning,
governmental and administrative law.

1991-1993

**Attorney at Law - Sole Practitioner
Marco Island, FL**

1987-1991

**Mancilla & Betz
Attorney at Law - Of Counsel
Marco Island, FL**

PROFESSIONAL AFFILIATIONS

Bar Admissions:

- Florida Bar – 1978
- Member of Administrative Law, Environmental and Land Use Law, Real Property Probate Law, Government Lawyer, City, County & Local Government Law, Business Law, Alternative Dispute Resolution and Trial Law Sections.
- Middle District Florida – 2009
- Southern District Florida – 2016

Professional Memberships:

- Collier County Bar Association

- National Association of Consumer Bankruptcy Attorneys
- American Bankruptcy Institute

HONORS

- Iron Arrow Honor Society - University of Miami - 1972, Highest Honor Awarded at University of Miami
- Marco Island YMCA – Community Leader of the Year 2002
- Marco Island Chamber of Commerce – Lifetime Achievement Award – 2009
- Collier County Education Foundation – Man of Distinction 2010
- Legal Aid Society – Leadership Award 2012. Attorney of the Month – twice 2012
- Collier County Women’s Bar Association Special Recognition Award for his service on the Foreclosure Task Force in 2009
- Champions for Learning (Education Foundation) – Man of Distinction 2010
- Leadership Collier – Distinguished Alumni Award 2014
- Business of the Month, July 2014 – Collier County Board of Commissioners and Greater Naples Chamber of Commerce
- Naples Daily News – 25 over 50 Award 2016

COMMUNITY ACTIVITIES

- Avow Hospice of Collier County - Board member 2016 – present
- Marco Island Area Chamber of Commerce - Board 1989-1992 and 1999-Present; Secretary - 2000; President Elect - 2001; President - 2002; Chairman - Governmental Affairs Committee 1990-1992; 1996-present
- Naples Equestrian Challenge – Board member and chair of development committee – 2014-2015
- Naples Pathways Coalition - Board member 2015-2016. Co-president 2015-2016.

- Greater Naples Chamber of Commerce – Member Board of Directors, 2004 - 2008 ; Board Member NACPAC - 1992-1994
- United Way of Collier County - Board 1998-2004; 2012-2015, President 2000-2001; Vice President – Board Development – 2002 - 2004
- Foreclosure Task Force – Joint effort of Bar Association, Realtors, Chamber and Government – 2008- present.
- Leadership Collier Foundation – Class of 1992; Board member 2005 – 2013; Chair– 2006-2008; Alumni Committee - 1995; Steering Committee – 1993; Alumni Strategic Planning Committee – 2002 – present; Leadership Collier Advisory Committee 2006-2007.
- Leadership Institute (A program of Leadership Collier Foundation) - Delegation of 2001; Program Chair – 2003 - 2015.
- Youth Haven - Board of Trustees - 1998-2012; worked on legal issues of care and other matters; Vice President/President Elect – 2003 – 2004, President 2006-2008
- Searching for Solutions Institute – Board member 2008-2009.
- YMCA of Marco Island - Board - 1990-1999 - President 1992
- Hospice of Naples - Capital Campaign Committee – 2002 - 2007
- University of Miami - Southwest Florida Hurricane Club; Board Member; President - 1996- 2004
- American Cancer Society - Marco Island Chapter - Board Member - 1991-1996
- Collier County Citizen's Advisory Committee on Growth Management Plan 1989
- Collier County Productivity Committee - 1990-1993
- Collier Citizens Council – Member Board of Directors 2012 – 2013

- Collier County Environmental Advisory Committee
- Collier County Environmental Advisory Board
- Collier County Development Services Advisory Committee
- Collier County Ad Hoc Homeless Committee
- Collier County Ad Hoc Manatee Committee
- Marco Island Vision Planning Advisory Committee – 1990-1992
- Immokalee Friendship House Board
- NACPAC (Naples Area Chamber Political Action Committee) Board of Trustees

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Agreement between the Village of Estero and the Estero Forever Foundation for Management of the Happehatchee Complex

Motion to approve the Agreement Between the Village of Estero and the Estero Forever Foundation for Management of the Happehatchee Complex, and to authorize the Village Manager to execute the agreement.

Background:

The Village owns certain largely undeveloped real property consisting of subtropical forest, located at the addresses 8661, 8701, 8751, 8761, 8791, and 8801 Corkscrew Rd., Estero, Florida, 33928, and south of the Estero River (“the Happehatchee Property”). The parcel located at 8791 Corkscrew Rd. houses what is known as the Happehatchee Center (“the Center”), which has unique historical significance and unique operational requirements.

The Center has, in past decades, been used by individuals and groups in the community of what is now the Village of Estero for access to nature, as well as to attend programs related to wellness, ecological and environmental education, scouting, crafts, and other similar programs. For some time, the Property and the Center have been managed by the YMCA, which entity is on a month-to-month agreement.

As Council knows, the Village is in the process of making certain physical improvements to the Property, and additional property it owns north of the Estero River. The Village’s general vision is the development of more active recreational facilities on its property north of the river, while maintaining more passive park and recreational opportunities and facilities on the Property south of the river.

On April 3rd 2024, the Village entered into a Framework of Cooperation (the Framework) with the Estero Forever Foundation, the purpose of which was to allow the Village to leverage the community work of the Foundation in ways which would allow both the Foundation and Village to fulfill their respective missions in efficient and innovative ways. The Framework established a general agreement between the parties related to financial

support and management, and contemplated future agreements between the parties related to specific projects or initiatives.

Until the Village's larger evolutionary changes occur over time, the Village understands that the Property (including the Center) requires continued management and daily oversight and maintenance, as well as incremental programming improvements to allow the public to gain better access to and use of the Center, with priority being the creation of a place where community groups can meet. The YMCA will be stepping out of its role overseeing the Property and Center and the Village has determined that the Foundation is well-situated to assume the duties of management of these assets. The Village Manager has worked with the Foundation's leadership to develop the terms of the attached agreement, and the Foundation has indicated it is ready, willing and able to perform under the terms of the agreement. Therefore, approval of the agreement is recommended.

Action Requested:

Motion to approve the Agreement Between the Village of Estero and the Estero Forever Foundation for Management of the Happehatchee Complex, and to authorize the Village Manager to execute the agreement.

Process and Timeline:

Once Council approves the agreement, the Village Manager will work with the outgoing provider and the Foundation to ensure a smooth transition to Foundation oversight.

Financial Impact:

The financial arrangement with the outgoing provider is somewhat more complex than the flat fee provided in the new agreement with the Foundation, but overall, the Village is not expected to spend more under the new agreement than it spends under the current agreement.

Prepared by: Steve Sarkozy, Village Manager

Attachments:

1. Agreement Between the Village of Estero and the Estero Forever Foundation for Management of the Happehatchee Complex

**AGREEMENT BETWEEN THE VILLAGE OF ESTERO AND
THE ESTERO FOREVER FOUNDATION FOR MANAGEMENT
OF THE HAPPEHATCHEE COMPLEX**

This Agreement is entered into between the Parties this ____ day of November, 2024 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation (hereinafter referred to as the “Village”) located at 9401 Corkscrew Palms Circle, Estero, FL 33928, and the Estero Forever Foundation, Inc., a Florida not for profit corporation, FEIN: 84-2466890 (hereinafter referred to as the “Foundation”), located at 20791 Three Oaks Parkway, Unit 763, Estero, FL 33929.

WHEREAS, on April 3rd 2024, the Village entered into a Framework of Cooperation (the Framework) with the Foundation, the purpose of which was to allow the Village to leverage the community work of the Foundation in ways which would allow both the Foundation and Village to fulfill their respective missions in efficient and innovative ways; and

WHEREAS the Framework established a general agreement between the Parties related to financial support and management, and contemplated future agreements between the Parties related to specific projects or initiatives; and

WHEREAS the Village owns certain largely undeveloped real property consisting of subtropical forest, located at the addresses 8661, 8701, 8751, 8761, 8791, and 8801 Corkscrew Rd., Estero, Florida, 33928, and south of the Estero River (hereinafter collectively referred to as “the Property”); and

WHEREAS, the parcel located at 8791 Corkscrew Rd., Estero, Florida, 33928 (commonly referred to as the Happehatchee Center property and hereinafter referred to as “the Center”), has unique historical significance and unique operational requirements; and

WHEREAS the Center has, in past decades, been used by individuals and groups in the community of what is now the Village of Estero for access to nature, as well as to attend programs related to wellness, ecological and environmental education, scouting, crafts, and other similar programs; and

WHEREAS, the Village is in the process of making certain physical improvements to the Property, and additional property it owns north of the Estero River; and

WHEREAS, the Village’s general vision is the development of more active recreational facilities on its property north of the Estero River, while maintaining more passive park and recreational opportunities and facilities on the Property south of the Estero River; and

WHEREAS, until that larger evolutionary change occurs, the Village has determined that the Property (including the Center) requires continued management and daily oversight and maintenance, as well as incremental programming improvements to allow the public to gain better use of the Center, with priority being the creation of a place where community groups can meet; and

WHEREAS, the Village has determined that the Foundation is well-situated to assume the duties of management of the Center and the 8801 parcel under the terms of this Agreement, which the Foundation has agreed to.

NOW, THEREFORE, the Parties hereto agree as follows:

1. The Foundation will assume the management of the Property (including the Center) as of a Transition Date. The Transition Date shall be agreed to between the Foundation and the Village Manager, and shall coincide with the termination date of the agreement between the Village and the entity currently managing the Center.
2. The Village shall pay the Foundation \$1,500 per month. The funds paid to the Foundation by the Village for the Foundation's operation of the Center shall be treated as Village Derived Funds, as that term is used in the Framework, and shall be used in the manner and for the purposes set forth in the Framework related to Village Derived Funds.
3. The Initial Term of this Agreement shall be from the Effective Date through close of business on Friday, August 1st 2025. The Parties may mutually agree to successive ninety-day terms. This Agreement may be terminated upon thirty-days written notice.
4. The Foundation's management of the Property shall include:
 - Light landscape maintenance including clearing of plant debris
 - Light maintenance of the structures on the Center (maintenance and repair efforts by the Foundation shall be coordinated with the Village Manager or designee in terms of the scope and schedule of the work, as well as the qualifications of the person(s) performing the work)
 - Monitoring of the structures on the Property and report to the Village Manager any maintenance or safety issues which may become known to the Foundation which would require Village resources to address
 - Training and overseeing Foundation volunteers who provide volunteer services at the Property
 - Overseeing access to the Property by individuals and groups, including ensuring persons and vehicles do not enter areas which are not authorized as open to the public or public driving/parking (where necessary, law enforcement may be summoned to assist in such efforts)
 - Coordinate with the Village Manager or designee on parking and property access rules and procedures
 - Development of fee-based and other programming for community groups geared

toward attracting greater use of the Center by individuals or groups while allowing the Center to recognize some added revenue (all such programming to be approved by the Village Manager prior to implementation)

5. In exercising its management of the Center, the Foundation agrees to adhere to any Village operating policies applicable to the Center, as well as to any covenants which may apply to the Center.
6. The Village agrees to:
 - Pay for all current utility services
 - Provide through contracted resources mowing and major debris clearing services
 - Providing repair of buildings or equipment where the Village determines such work should be done (at the Village's option, the Foundation may be asked to acquire bids for certain repairs for which reimbursement to the Foundation would be provided)
 - Installing any infrastructure related to securing the Property and access thereto
7. Foundation shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Foundation shall:
 - (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
 - (b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Foundation does not transfer the records to the Village.
 - (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Foundation or keep and maintain public records required by the Village to perform the service. If the Foundation transfers all public records to the Village upon completion of the Agreement, the Foundation shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Foundation keeps

and maintains public records upon completion of the Agreement, the Foundation shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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

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

8. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Foundation agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.
9. The relationship of the Foundation to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Foundation or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Foundation in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Foundation shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement.
10. The Foundation may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village.

11. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the Parties shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
12. This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject. This includes that certain assignment of activities issued by the Village Manager on July 18th 2023.
13. The insurance and indemnification provisions of the Framework are incorporated herein and are applicable to this Agreement.
14. This Agreement is subject to formal approval of the Village Council and the Board of the Foundation, and shall be effective as of the Effective Date, notwithstanding the actual date(s) of execution.
15. To the extent notice is required under this Agreement, it shall be provided by either hand delivery or U.S. Mail as follows:

To the Foundation:

Estero Forever Foundation, Inc.
Attn: President
20791 Three Oaks Parkway, Unit 763
Estero, FL 33929

To the Village:

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

A Party may amend the place of delivery of notice to that Party by written notice to the other Party without need of amending this Agreement.

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

Estero Forever Foundation, Inc.

Village of Estero

By: _____
John Quin, President

By: _____
Jon McLain, Mayor

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Interlocal Property Sale Agreement between Lee County and Village of Estero

Background:

Part of the mission for the Village is the development of a Parks and Open Space Plan. This effort has been guided by the Master Plan that was conducted and approved by the Village Council about 4 years ago. The Plan identified the facilities and programs desired by the community. It was clear that to accomplish this plan land would be needed. This process launched the effort to assemble for the Sports Entertainment hub within the Village.

To date, the Village has assembled the following:

- Approximately 52.84 acres from the Lee County School District on a 99-year lease to the Village for \$10 per year with the guarantee that the Village will build and maintain school related recreational facilities at no cost to the district.
- Approximately 21.22 acres purchased by the Village from private owners for approximately \$5.25M.

The action before the Village Council with this Agenda item is the purchase of approximately 25.5 acres from Lee County for \$700,000 plus the guarantee that facilities and the operation of those facilities currently provided by the County will then be provided by the Village. Of note, the payment to the County is exactly the amount that the County paid to the School District to acquire one of the parcels several years ago thus they are simply being made whole for their costs in the transfer.

Combined, these parcels total about 99.56 acres. This area is very likely capable of being developed, over time, to accommodate all the active sports and recreational needs of the community. In this collaboration with the School District and County the Village has lessened its costs for property acquisition and provided a benefit to our public sector partners – the proverbial win-win.

Currently, the Village has purchase about 245 acres of land including: 62.5 acres at the Estero River Park, 72 acres on Three Oaks Parkway, and 10 acres for the River Oaks Park as part of the implementation of the Parks and Open Space Master Plan.

Description:

Proposed is the purchase of 25.5 acres of land from Lee County is the last element to be included in the Estero Sports Entertainment Park. The planning process for the entire 99.56-acre parcel is on-going. This process includes 2 community meetings, a survey of all known user groups and the input of several nationally recognized consulting firms.

The planning process will result in a final plan to be submitted to the Village Council in January 2025. With the adoption of the final plan the Village will begin the design and permitting process.

Action Requested:

Motion to approve the Interlocal Agreement between the Village and County for acquisition of County park land.

Process and Timeline:

The Lee County Board of Commissioners will consider formal adoption of this Interlocal at their regularly scheduled meeting on Tuesday, November 5th. Upon adoption of both parties a closing on the real estate transfer would occur within 90 days. An earlier closing could occur with the support of both parties.

The Village will attempt to close on the property as soon as possible since the parcels are part of master planning process scheduled to conclude in January. Without the closing, many user groups have significant concerns about the availability of their facilities and parking.

Financial Impact:

At closing, the Village will pay the County \$700,000 as required in the agreement. These funds are available in the current Estero Capital Improvement Program. This amount has been part of the staff and Council discussions for the last several months.

In addition, it is understood that the Village will have additional commitments required by this agreement. These major commitments include:

1. The Village is required to provide and maintain recreational fields, as currently provided by the County, for the groups listed in Exhibit "D" of the agreement, with all costs borne by the Village.

2. The Village will be required to relocate, at our expense, the County maintenance facility currently on the property to a location immediately north of the new property line. The cost of this relocation is estimated at around \$1M.

These on-going costs have been factored into our Sports Park Master Plan and are not anticipated to create any new/unbudgeted impact on the Village's adopted budget.

Prepared by: Steve Sarkozy

Attachments:

1. Interlocal Property Sale Agreement between Lee County and Village of Estero, with Attachments.

Project: Village of Estero - Sports Facility

**INTERLOCAL PROPERTY SALE AGREEMENT
BETWEEN
LEE COUNTY
AND
VILLAGE OF ESTERO**

THIS INTERLOCAL PROPERTY SALE AGREEMENT ("**Agreement**") is entered into this ____ day of _____, 2024 (the "**Effective Date**") between **LEE COUNTY**, a political subdivision of the State of Florida, the address of which for purposes of this Agreement is: Lee County, Dept of County Lands, 1500 Monroe Street, 4th Floor, Fort Myers, FL 33901 (the "**County**"), and the **VILLAGE OF ESTERO, FLORIDA**, a Florida municipal corporation, the address of which for purposes of this Agreement is 9401 Corkscrew Palms Circle, Estero, FL 33928 (the "**Village**").

Recitals:

A. The County owns the Estero Recreation Center located at 9150-9298 Corkscrew Palms Blvd, Estero, FL 33928, depicted on the attached Exhibit A (the "**County's Property**"), which is operated by Lee County Parks and Recreation.

B. The Village owns adjoining property, consisting of vacant land and has a long-term lease of Lee County School Board land consisting of sports fields, parking and open space, also depicted on Exhibit A (the "**Village's Property**").

C. The Village desires to enlarge the footprint of the Village's Property by purchasing a portion of the County's Property, generally outlined on the attached Exhibit B (the "**Sale Property**"), which contains three ballfields, a concession/storage building, a maintenance building, and associated improvements, to create a more suitable site for the construction and operation of the Village's sports and recreation complex's facilities (the "**Facilities**"). The Village Property and Sale Property shall be referred to herein as the "**Unified Village Property**".

D. In response to the Village's request, the Lee County Board of County Commissioners has determined that it is in the best interest of the County to sell the Sale Property to the Village for the aforementioned purpose.

E. As a condition of the sale, following the closing the Village will be required to comply with any use restrictions set forth herein, and to construct a new maintenance building on the County's remainder property (the "**County's Remainder Property**") as more particularly described herein.

NOW THEREFORE, the parties agree as follows:

1. **AGREEMENT TO BUY AND SELL.** The County agrees to sell, and the Village agrees to purchase, all of the County's right, title and interest in the Sale Property, on the terms and conditions set forth in this Agreement.

2. **PURCHASE PRICE.** The purchase price for the Sale Property is **\$700,000** (the "**Purchase Price**") payable to the County at Closing (defined below).

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3. SURVEY AND LEGAL DESCRIPTION. The boundary survey and legal description of the Sale Property are set forth in Exhibit E. The parties acknowledge that there are presently various County-owned improvements in the vicinity of the proposed north property line of the Sale Property, including stormwater drain inlets and disc golf tee pads. The Village shall provide easements to accommodate County's existing use of and access to such improvements.

4. CONDITION OF SALE PROPERTY. The parties understand and agree that the Village is purchasing the Sale Property in "as is" condition, with no express or implied warranties or guarantees from the County with respect to marketable title, the physical condition of the Sale Property (including without limitation the condition of the buildings and other improvements on the Sale Property, and the environmental condition of the Sale Property), the ability of the Village to obtain title insurance on the Sale Property, or any other matters pertaining to the Sale Property. The Village is solely responsible for all inquiries and investigations regarding the foregoing, and the County has no obligation or liability for the cost to correct any deficiencies or defects discovered by the Village through investigation or inquiry, whether discovered before or after the Closing.

5. INSPECTIONS; TERMINATION. Between the Effective Date and the Closing, the Village, at no expense to the County, may conduct whatever non-invasive inspections, including without limitation environmental assessments, of the Sale Property as it deems appropriate (for clarity, the Village shall not drill holes or otherwise disturb or damage the property). The Village shall coordinate all inspections with County staff. If either party is dissatisfied with the survey of the Sale Property, title, or other matters disclosed by the documents obtained or provided by the Village, such party shall have the right to terminate this Agreement by written notice to the other party, and thereafter both parties shall be relieved of all further obligations and liability under this Agreement.

6. STORMWATER DRAINAGE; SOUTH FLORIDA WATER MANAGEMENT DISTRICT; IRRIGATION SYSTEM.

(A) Stormwater Drainage. The parties acknowledge that currently stormwater from the Sale Property discharges into the lake on the County's Remainder Property. The Village, at no cost to the County, shall be solely responsible for establishing its own stormwater drainage for the Sale Property, and shall not be entitled to utilize the lake or other drainage facilities on the County's Remainder Property. The Village shall be solely responsible for all issues pertaining to water quantity and water quality on the Sale Property. To the extent the County's existing drainage facilities serving the County's Remainder Property require redesign, reengineering or reconstruction, as determined by the County, all such work shall be undertaken at no cost to the County. Prior to Closing, the Village shall prepare proposed construction drawings for the County's review and approval.

(B) South Florida Water Management District. The Village, at no cost to the County, shall be responsible for taking any and all actions as may be necessary in order for the County's Remainder Property to comply with existing SFWMD permits.

(C) Irrigation System. The parties acknowledge that the irrigation controller for the irrigation system serving the Compound Field on the Sale Property (depicted on Exhibit B) is located at the Recreation Center on the County's Remainder Property. Within sixty (60) days of Closing, the Village, at no cost to the County, shall take all steps necessary to install a separate controller on the Sale Property for the irrigation system serving the Compound Field, and to otherwise separate all components of the irrigation systems that currently serve both the Sale Property and County's Remainder Property, in order to create two independent, fully functioning irrigation systems serving solely the Sale Property and the County's Remainder Property, respectively. Prior to Closing, the Village shall prepare proposed construction drawings for the County's review and approval. In the event this required irrigation work will require the permitting of a new well from SFWMD, the County Administrator and Village Manager are authorized to

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agree on an extension of the sixty-day provision in this paragraph to allow the Village to obtain the necessary permit.

7. CLOSING

(A) Closing Date; Termination. The County's conveyance of title to the Sale Property to the Village (the "**Closing**") shall take place **90 days** after the Effective Date, or on such earlier or later date as may be agreed upon by the parties; provided, that if the County or Village is not ready to close on such date, the Closing shall be on such later date as they may agree upon. Notwithstanding anything in this Agreement to the contrary, each party shall have the right to terminate this Agreement if, for any reason, the Closing has not occurred within **twelve (12) months** after the Effective Date, by giving a written notice of termination to the other party at any time thereafter.

(B) County Deed. At Closing, the County shall convey title to the Sale Property to the Village by statutory County Deed. As a material consideration for the County's agreement to sell the Sale Property to the Village, the County Deed shall include verbiage to create easements, covenants and restrictions, which shall run with the land, consistent with the following:

(i) Restrictions on Use and Sale.

Following the Closing, the Village shall be obligated to construct or relocate a minimum of three (3) multi-purpose ballfields and one (1) multi-purpose concession/storage building on the Unified Village Property; to permit the youth and adult sports leagues to use the Facilities as described in section 8 of this Agreement; and shall not sell, convey, or lease the Sale Property to a third party without the County's prior written consent. However, the Village may enter into leases of portions of the Sale Property without prior approval of the County as long as the primary use of the Sale Property will be providing sports or recreation opportunities to the public.

If the Village [a] desires to discontinue the County's current operations as pertains to the use of the ballfields for youth and adult sports activities, or [b] fails to continue the current operations as determined by Lee County, and such failure continues for longer than 15 days after written notice from the County, or [c] desires to sell, convey or lease the Sale Property to a third party; the County shall have the immediate right to notify the Village that the County is repurchasing the Sale Property (including any improvements constructed by the Village thereon) for the amount of the Purchase Price (regardless of the value of any such improvements and/or the current market value of the land); whereupon the Village shall reconvey the Sale Property to the County on the County's designated closing date.

(ii) Covenant to Construct Replacement Maintenance Building on County's Remainder Property.

Following the Closing, the Village shall construct a new maintenance building on the County's Remainder Property, as described in section 9 of this Agreement.

(iii) Utility and Drainage Easements.

With respect to County-owned utility and drainage facilities located on the Sale Property that serve the County's Remainder Property, the County shall reserve easements encumbering such portions of the Sale Property to enable the County's continued use and maintenance thereof, including a right of access.

(iv) Sports and Recreational Use Limitation.

The Village shall be required to use the Sale Property only for public sports and recreational purposes.

(C) Closing Costs. At Closing, the Village shall pay all closing costs, including without limitation recording fees, documentary stamp tax (if any), title exam fees, title insurance premiums, settlement fee, and any and all other fees charged by the title company handling the Closing.

(D) Compliance of County's Remainder Property with Zoning Requirements. If severing the Sale Property from the County's Remainder Property will cause the County's Remainder Property to violate any zoning or other requirements set forth in the Estero Park Development Order (e.g., open space requirements, density, parking, etc.), the Village, at no cost to the County, shall take all steps necessary to cure such non-compliance, including issuing a variance if needed.

8. USE OF FACILITY BY YOUTH AND ADULT SPORTS GROUPS.

(A) Current Operations. Following the Closing, in accordance with Section 7(B)(i) of this Agreement, the Village shall allow the youth and adult sports groups identified on the attached **Exhibit C** (together with their affiliates and successors, the "**Sports Groups**") to use the Facilities, whether such facilities are located on the Sale Property or elsewhere on the Unified Village Property, consistent with the County's current operations. Such use shall be subject to such Village park and recreation policies, facility, security and parking rules, and registration procedures as the Village uses for other similar leagues or Facility users. The football leagues listed on **Exhibit C** will be afforded priority to use the football fields during the fall and spring football seasons, and the other Sports Groups will be afforded priority to reserve the use of the ballfields when not in use by the football leagues. A typical schedule outlining the historical use of the fields on the Sale Property by the Sports Groups is attached as **Exhibit D**. The Village shall ensure that adequate and convenient parking is available for their use, at no charge.

(B) Use of Existing Fields During Construction. Until such time as the Village is able to provide the Sports Groups access to the fields required in Section 7(B)(i) of this Agreement, the Village shall allow the Sports Groups to use the existing three fields on the Sale Property, such that there shall be no period of time during which the Sports Groups shall be denied the use of fields during construction of the Facility. The Village acknowledges that the use of the fields by the Sports Groups for practices and games, without interruption, is of utmost importance to the County especially given that there are limited opportunities for them to play elsewhere at little or no cost.

(C) Concession/Storage Building. The Village acknowledges that the football leagues use the existing concession/storage building on the Sale Property, at no cost, to (i) sell concessions during their events for fundraising purposes, (ii) store athletic equipment and other items, and (iii) conduct team meeting, registration events, and other indoor activities during inclement weather. If, following the Closing, the Village demolishes or repurposes the existing concession/storage building on the Sale Property, then, prior thereto, the Village shall construct a new multi-purpose building, of comparable size and functionality (including, without limitation, concession sales, storage, and meeting space), in close proximity to the fields, for use by the football leagues, at no cost, during their events. Until such time as the new building is available for use, the Village shall allow the football leagues to use the existing concession/storage building, such that there shall be no period during which the football leagues shall be denied the use of a building for the aforementioned purposes during construction of the Facility. All such use shall be in accordance with such Village park and recreation policies and facility and security rules.

(D) Fees. The Village shall assess the Sports Groups the same fees and charges set forth in the External Fees and Charges Manual adopted by the County (as of the Effective Date of this Agreement).

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For all other users of the Sale Property, the Village may negotiate such fees and charges as it may establish. Currently, the Sports Groups that have agreements with the County are allowed to use the football fields at no charge; while the other Sports Groups are charged a nominal fee (currently, \$20/hour, per field) to reserve the use of the ballfields at other times. The Village acknowledges that the County currently requires the leagues to provide proof of insurance, as well as coach background checks.

(E) Disuse. The accommodations as to field use and league fees and charges provided for Sports Groups in this Section 8 and in the resulting County Deed shall no longer be effective with respect to any Sports Group(s) which do not make actual use of the field(s) for two consecutive seasons, provided that such disuse is not the result of an unforeseen event such as a natural disaster or public health event.

9. CONSTRUCTION OF REPLACEMENT MAINTENANCE BUILDING.

(A) Construction of Maintenance Building. Following the Closing, the Village, at no cost to the County, shall design, obtain permits, and construct a new maintenance building on the County's Remainder Property. The Village shall commence construction (break ground) within a reasonable time after the Village has obtained all permits to construct the Facility (with 24 months being deemed a reasonable time, unless otherwise agreed by the parties). The Village shall complete construction of the new building within 12 months after breaking ground. The new building, including without limitation fencing, material bins, and pavement, shall be comparable in size, quality, functionality, aesthetic appeal, and sturdiness as compared to the existing building. The Village shall design and construct the new building in accordance with plans and specifications prepared by the Village and approved by the County. The Village shall construct the new building on the County's Remainder Property in such location as shall be designated by the County.

(B) County's Use of Existing Maintenance Building During Construction. Until such time as the Village has completed construction of the new maintenance building on the County's Remainder Property, the County shall have the right to continue to use the existing building, including the right to enter upon the Sale Property for access. The Village shall not damage, demolish or restrict access to the existing building until such time as the County has moved all its personal property from the existing building to the new building.

10. NOTICES. All notices given under this Agreement must be in writing and shall be mailed or personally delivered to the parties at their respective addresses set forth in the introductory paragraph of this Agreement.

11. GENERAL PROVISIONS

(A) Merger. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and no verbal agreements or understandings shall modify its terms.

(B) Amendment. All amendments to this Agreement must be in writing and signed by both parties.

(C) Attorneys' Fees. Each of the parties hereto shall bear its own costs and attorneys' fees in connection with the execution of this Agreement and the consummation of the transaction contemplated hereby. In the event of any dispute hereunder, the prevailing party shall be entitled to recover all costs and expenses incurred by it in connection with the enforcement of this Agreement, including all attorneys' fees and costs in connection therewith. This provision shall survive the closing of this transaction or the termination of this Agreement according to its terms.

(D) Computation of Time. Any reference herein to time periods of less than five (5) days

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shall exclude Saturdays, Sundays and legal holidays in the computation thereof. Any time period provided for in this Agreement which ends on a Saturday, Sunday or legal holiday shall extend to 6:00 p.m. Eastern time on the next Business Day.

(E) Construction of Agreement. Should any provision of this Agreement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Agreement.

(F) Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the Agreement of the parties and each of which shall be deemed an original.

(G) No Third-Party Beneficiaries. This Agreement is for the benefit of the parties, and it is not the intent of the parties to enter this Agreement for any other person's or entity's benefit, and no person or entity not a party to this Agreement is intended to have standing to file any court action seeking the enforcement or interpretation thereof.

(H) Governing Law and Venue. This Agreement shall be interpreted in accordance with the internal laws of the State of Florida and will be deemed for such purposes to have been made, executed and performed in the State of Florida; provided, however, Seller and Purchaser do not waive any defenses, rights, remedies, privileges or other matters available to it under federal law or otherwise. Venue shall be Lee County, Florida.

(I) Section and Paragraph Headings. The section and paragraph headings herein contained are for the purposes of identification only and shall not be considered in construing this Agreement.

(J) Severability. If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof, a provision that is as similar in terms to such provision as is possible to be legal, valid and enforceable.

(K) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the permitted successors and assigns of the parties hereto.

(L) Time of the Essence. Time is of the essence in the performance of all obligations by Purchaser and Seller under this Agreement.

(M) Preservation of Immunity. Nothing herein shall be interpreted as a waiver by the Parties of their respective rights, including the procedural requirements and limited waiver of sovereign immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Parties expressly reserve these rights unto themselves to the full extent allowed by law.

(N) WAIVER OF TRIAL BY JURY. SELLER AND PURCHASER HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER AND

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PURCHASER ENTERING INTO THE SUBJECT TRANSACTION.

(O) Radon Gas. Purchaser acknowledges the following Radon Gas disclosure by Seller as set forth in Section 404.056 (5), Florida Statutes:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

Approved and accepted for and on behalf of the Village of Estero, Florida, this ____ day of November, 2024.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

Carol Sacco, Village Clerk

Jon McLain, Mayor

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2024.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
Deputy Clerk

By: _____
Mike Greenwell, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

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Exhibits:

Exhibit A – County's Property & Village's Property

Exhibit B – Sale Property

Exhibit C – List of Sports Groups

Exhibit D – Typical Schedule

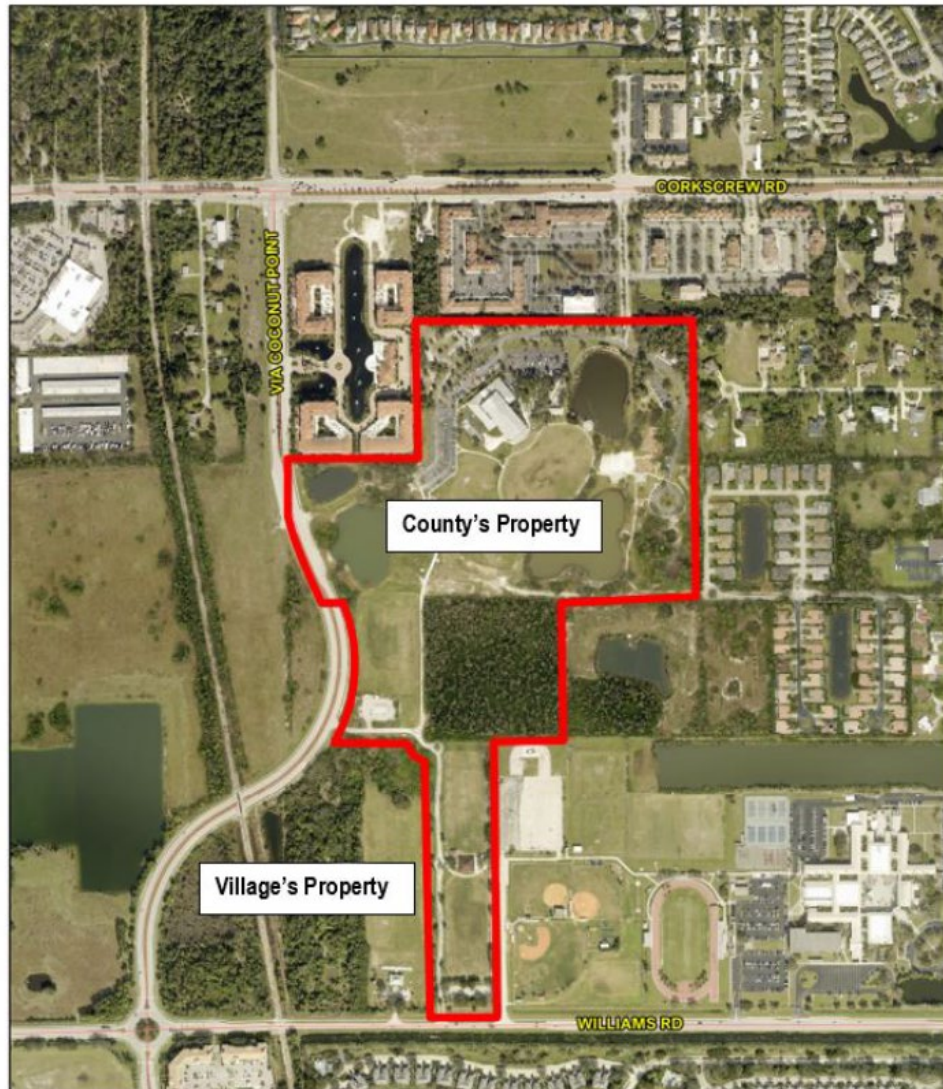
Exhibit E – Legal Description and Survey of Sale Property

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EXHIBIT A

County's Property & Village's Property



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EXHIBIT B

Sale Property



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EXHIBIT C

List of Sports Groups

A. SPORTS GROUPS WITH AGREEMENTS (no fee):

(1)	Estero, San Carlos, Bonita Springs (ESB) JR., Football Asst. Corp.	youth football & cheerleading
(2)	Estero Mustangs Spring F&C, Inc.	youth football & cheerleading
(3)	Lee Lax, Inc.	youth lacrosse
(4)	Old Bay Lacrosse Club, Inc.	youth lacrosse
(5)	SWFL Storm Lacrosse	youth lacrosse
(6)	Osprey Lacrosse, Inc.	youth lacrosse

B. SPORTS GROUPS THAT RENT (fixed rental fee):

(1)	Soccer Shots	youth soccer
(2)	Gladiator Flag Football, Inc.	youth & adult flag football
(3)	Under the Lights Flag Football Foundation, Inc.	youth flag football
(4)	Hammerhead Rugby Football Club	youth & adult rugby
(5)	Copperheads Rugby League Football Club	adult rugby
(6)	Mastrole Quarterback Academy, Inc.	youth & adult football
(7)	Ultimate Frisbee	adult ultimate frisbee
(8)	Athenian Academy, Inc.	youth soccer

EXHIBIT D

Typical Schedule

Team/League Name	Season Start	Season End	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays	Saturdays	Sundays	Agreement or Rental	Concession Building Use	Onsite Storage
Estero, San Carlos, Bonita Springs (ESB) J.R., Football Asst. Corp.	June 15th	Dec 7th	6pm-9:15pm	6pm-9:15pm	6pm-9:15pm	6pm-9:15pm	6pm-9:15pm	8am-5pm	x	Agreement	Yes	Yes
Estero Mustangs Spring F&C, Inc.	Feb 1st	May 1st	x	6pm-8pm	x	6pm-8pm	x	8am-2pm	x	Agreement	Yes	Yes
Lee Lax Inc. Lacrosse	Oct 6th	Nov 17th	x	x	x	x	x		10am - 12pm	Agreement	No	Trailer Space
Old Bay Lacrosse Club, Inc. - Fall	Sept 1st	Dec 31st	6pm-8pm	x	6pm-8pm	x	x	9am-11am	tryouts only	Agreement	No	No
Old Bay Lacrosse Club, Inc. - Spring	Feb 1st	June 15th	6pm-8pm	x	6pm-8pm	x	x	9am - 12pm	x	Agreement	No	No
Soccer Shots	year-round	year-round	x	5pm-7pm	x	x	8:30am-11am	8:30am-11am	x	Rental	No	No
Gladiator Flag Football, Inc.	Aug 20th	Nov 20th	x	x	5pm - 7pm	x	x	2pm-6pm	x	Rental	No	No
Under the Lights Flag Football Foundation, Inc.	Dec 7th	March 1st	x	x	x	x	x	4pm-10pm	x	Rental	No	No
BWFL Storm Lacrosse	Oct 6th	Nov 24th	x	x	x	x	x	x	12pm-2pm	Rental	No	No
Osprey Lacrosse, Inc.	Oct 6th	Nov 24th	x	x	x	x	x	x	12pm-2pm	Rental	No	No
Hammerhead Rugby Football Club	Oct 1st	May 1st	x	7:30pm-9:30pm	x	7:30pm-9:30pm	x	x	12pm-5pm	Rental	No	No
Copperheads Rugby League Football Club	May 1st	Aug 31st	x	6:30pm-9:15pm	x	6:30pm-9:15pm	x	x	x	Rental	No	No
Mastrole Quareterback Academy, Inc.	year-round	year-round	x	x	x	x	x	x	9am-12pm	Rental	No	No
Ultimate Frisbee	year-round	year-round	x	x	7:30pm-9:30pm	x	x	x	x	Rental	No	No
Athenian Academy, Inc. Soccer	March 1st	May 1st	x	3pm-6pm	3pm-6pm	x	x	x	x	Rental	No	No

EXHIBIT E

Legal Description and Survey of Sale Property

A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE NORTH 89°51'38" EAST, ALONG THE SOUTH LINE OF SAID SECTION, FOR 674.39 FEET; THENCE NORTH 00°57'50" WEST, DEPARTING SAID SOUTH LINE, FOR 33.00 FEET TO THE SOUTHWEST CORNER OF LOT 14, BLOCK C OF FLORIDA GULF LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 59, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY OF WILLIAMS ROAD, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE ALONG THE WEST LINE OF SAID LOT 14, NORTH 00°51'51" WEST, FOR 1,210.01 FEET TO THE SOUTHEAST CORNER OF PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3028, PAGE 3722, SAID PUBLIC RECORDS; THENCE THE FOLLOWING BEARINGS AND DISTANCES ALONG THE SOUTH AND WEST LINES OF SAID PARCEL: (1) NORTH 63°53'06" WEST, FOR 60.02 FEET; (2) NORTH 27°04'36" WEST, FOR 60.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 15, BLOCK C, OF SAID PLAT; THENCE ALONG THE NORTH LINE OF SAID LOT 15 AND LOT 16 OF SAID PLAT, SOUTH 89°53'24" WEST, FOR 391.29 FEET TO AN INTERSECTION WITH THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4595, PAGE 2265, SAID PUBLIC RECORDS, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY OF VIA COCONUT POINT; THENCE ALONG SAID RIGHT-OF-WAY, NORTHERLY 685.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 766.00 FEET THROUGH A CENTRAL ANGLE OF 51°16'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°27'59" EAST FOR 662.96 FEET TO AN INTERSECTION WITH NORTH LINE OF THE SOUTH HALF OF LOT 17 OF SAID PLAT; THENCE ALONG NORTH LINE OF THE SOUTH HALF OF LOTS 17, 18, 19, AND 20, BLOCK C OF SAID PLAT, NORTH 89°55'09" EAST, FOR 1063.10 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 20; THENCE ALONG SAID EAST LINE, SOUTH 01°08'39" EAST, FOR 661.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE ALONG THE SOUTH LINE OF SAID LOT 20, SOUTH 89°53'24" WEST, FOR 320.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE ALONG THE EAST LINE OF SAID LOT 14; SOUTH 00°57'50" EAST, FOR 1,289.81 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID WILLIAMS ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°51'38" WEST, FOR 326.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

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CONTAINING 25.51 ACRES, MORE OR LESS.

[illegible]

DESCRIPTION A PARCEL OF LAND LOCATED IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE NORTH 89°51'38" EAST, ALONG THE SOUTH LINE OF SAID SECTION, FOR 674.39 FEET; THENCE NORTH 00°57'50" WEST, DEPARTING SAID SOUTH LINE, FOR 33.00 FEET TO THE SOUTHWEST CORNER OF LOT 14, BLOCK C OF FLORIDA GULF LAND COMPANY'S SUBDIVISION AS RECORDED IN PLAT BOOK 1, PAGE 59, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH RIGHT-OF-WAY OF WILLIAMS ROAD, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE ALONG THE WEST LINE OF SAID LOT 14, NORTH 00°51'51" WEST, FOR 1,210.01 FEET TO THE SOUTHEAST CORNER OF PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3028, PAGE 3722, SAID PUBLIC RECORDS; THENCE THE FOLLOWING BEARINGS AND DISTANCES ALONG THE SOUTH AND WEST LINES OF SAID PARCEL: (1) NORTH 63°53'06" WEST, FOR 60.02 FEET; (2) NORTH 27°04'36" WEST, FOR 60.00 FEET TO AN INTERSECTION WITH THE NORTH LINE OF LOT 15, BLOCK C, OF SAID PLAT; THENCE ALONG THE NORTH LINE OF SAID LOT 15 AND LOT 16 OF SAID PLAT, SOUTH 89°53'24" WEST, FOR 391.29 FEET TO AN INTERSECTION WITH THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 4595, PAGE 2265, SAID PUBLIC RECORDS, ALSO BEING A POINT ON THE EAST RIGHT-OF-WAY OF VIA COCONUT POINT; THENCE ALONG SAID RIGHT-OF-WAY, NORTHERLY 685.62 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 766.00 FEET THROUGH A CENTRAL ANGLE OF 51°16'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°27'59" EAST FOR 662.96 FEET TO AN INTERSECTION WITH NORTH LINE OF THE SOUTH HALF OF LOT 17 OF SAID PLAT; THENCE ALONG NORTH LINE OF THE SOUTH HALF OF LOTS 17, 18, 19, AND 20, BLOCK C OF SAID PLAT, NORTH 89°55'09" EAST, FOR 1063.10 FEET TO AN INTERSECTION WITH THE EAST LINE OF SAID LOT 20; THENCE ALONG SAID EAST LINE, SOUTH 01°08'39" EAST, FOR 661.30 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE ALONG THE SOUTH LINE OF SAID LOT 20, SOUTH 89°53'24" WEST, FOR 320.75 FEET TO THE NORTHEAST CORNER OF SAID LOT 14; THENCE ALONG THE EAST LINE OF SAID LOT 14; SOUTH 00°57'50" EAST, FOR 1,289.81 FEET TO AN INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF SAID WILLIAMS ROAD; THENCE ALONG SAID NORTH RIGHT-OF-WAY, SOUTH 89°51'38" WEST, FOR 326.59 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; CONTAINING 25.51 ACRES, MORE OR LESS. NOT COMPLETE WITHOUT SHEETS 1 AND 2 OF 2		NOTES: 1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 2011 ADJUSTMENT OBTAINED UTILIZING RTK GPS OBSERVATIONS ON THE FDOT NETWORK AND REFER TO THE SOUTH LINE OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 89°51'38" EAST. 2. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF. 3. THIS SKETCH AND DESCRIPTION IS <u>NOT</u> VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR THE DIGITAL SIGNATURE AND DIGITAL SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SKETCH AND DESCRIPTION ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.														
NOT A SURVEY <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;">DRAWN BY:</td> <td style="padding: 2px;">KJG</td> </tr> <tr> <td style="padding: 2px;">CHECKED BY:</td> <td style="padding: 2px;">TJD</td> </tr> <tr> <td style="padding: 2px;">JOB CODE:</td> <td style="padding: 2px;">VE003</td> </tr> <tr> <td style="padding: 2px;">SCALE:</td> <td style="padding: 2px;">N/A</td> </tr> <tr> <td style="padding: 2px;">DATE:</td> <td style="padding: 2px;">9/3/2024</td> </tr> <tr> <td style="padding: 2px;">FILE:</td> <td style="padding: 2px;">23-240-PARK S&L</td> </tr> <tr> <td style="padding: 2px;">SHEET:</td> <td style="padding: 2px;">1 of 2</td> </tr> </table>		DRAWN BY:	KJG	CHECKED BY:	TJD	JOB CODE:	VE003	SCALE:	N/A	DATE:	9/3/2024	FILE:	23-240-PARK S&L	SHEET:	1 of 2	G:\SURVEY\PROJECT SURVEY 2023\240 - ESTERO HIGH SCHOOL PLT\SURVEY\SKETCH & LEGALS\23-240-PARK S&L.DWG
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GradyMinor Q. Grady Minor and Associates, LLC. 3800 Via Del Rey Bonita Springs, Florida 34134 Civil Engineers Cert. of Auth. EB 0005151 Land Surveyors Cert. of Auth. LB 0005151 Planners Landscape Architects Business LC 26000266 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> SKETCH AND DESCRIPTION </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 10px;"> A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA </td> </tr> </table>		SKETCH AND DESCRIPTION		A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA											
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A PARCEL OF LAND LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA																



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Brooks Community Development District Interlocal Agreement – Three Oaks Parkway Paths.

Motion to approve the Interlocal Agreement with The Brooks Community Development District (CDD) for improvements to the Three Oaks Parkway paths and authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary which do not increase cost above \$380,000.

Background:

The Brooks CDD owns and maintains the sidewalks along Three Oaks Parkway. Due to the age of the sidewalks, maintenance has become much more frequent and expensive in the past several years. The Brooks CDD has decided they are going to replace all the sidewalks along Three Oaks Parkway.

Changes to that sidewalk alignment could improve the pedestrian experience along Three Oaks Parkway. The best time to make any sidewalk improvements is while the rest of the sidewalk is being replaced.

Village Council approved a previous version of this Interlocal Agreement at the July 3, 2024 Council meeting.

Description:

The attached concept plan identifies areas where the sidewalk could be modified along Three Oaks Parkway to improve the pedestrian experience along Three Oaks Parkway.

The attached interlocal agreement outlines how the Village and the Brooks CDDs will partner to realign portions of the Three Oaks Parkway sidewalks. The following is a summary of the agreement.

- The CDD will bid their sidewalk project including the sidewalk realignment as a bid alternate.

- The Village will provide the CDD with plans (at Village expense) for the realigned sidewalk.
- CDD and Village will work together on construction oversight.
- Village has the right to inspect the realigned sidewalks. If corrective action is needed the CDD will direct the contractor.
- Village will provide payment within 10-days of reimbursement request.

Following is a summary of the changes from the previous version.

There was an original agreement approved in June, it apparently had not been reviewed by CDD legal counsel, who had requested several revisions, including correcting the CDDs' legal names, that were not consequential to the core terms.

Action Requested:

Motion to approve the Interlocal Agreement with The Brooks Community Development District (CDD) for improvements to the Three Oaks Parkway paths and authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary which do not increase cost above \$380,000.

Process and Timeline:

The Brooks CDD has reviewed bids for the project and selected Bonness to rebuild the sidewalks. The Village will reimburse the Brooks CDD for their costs.

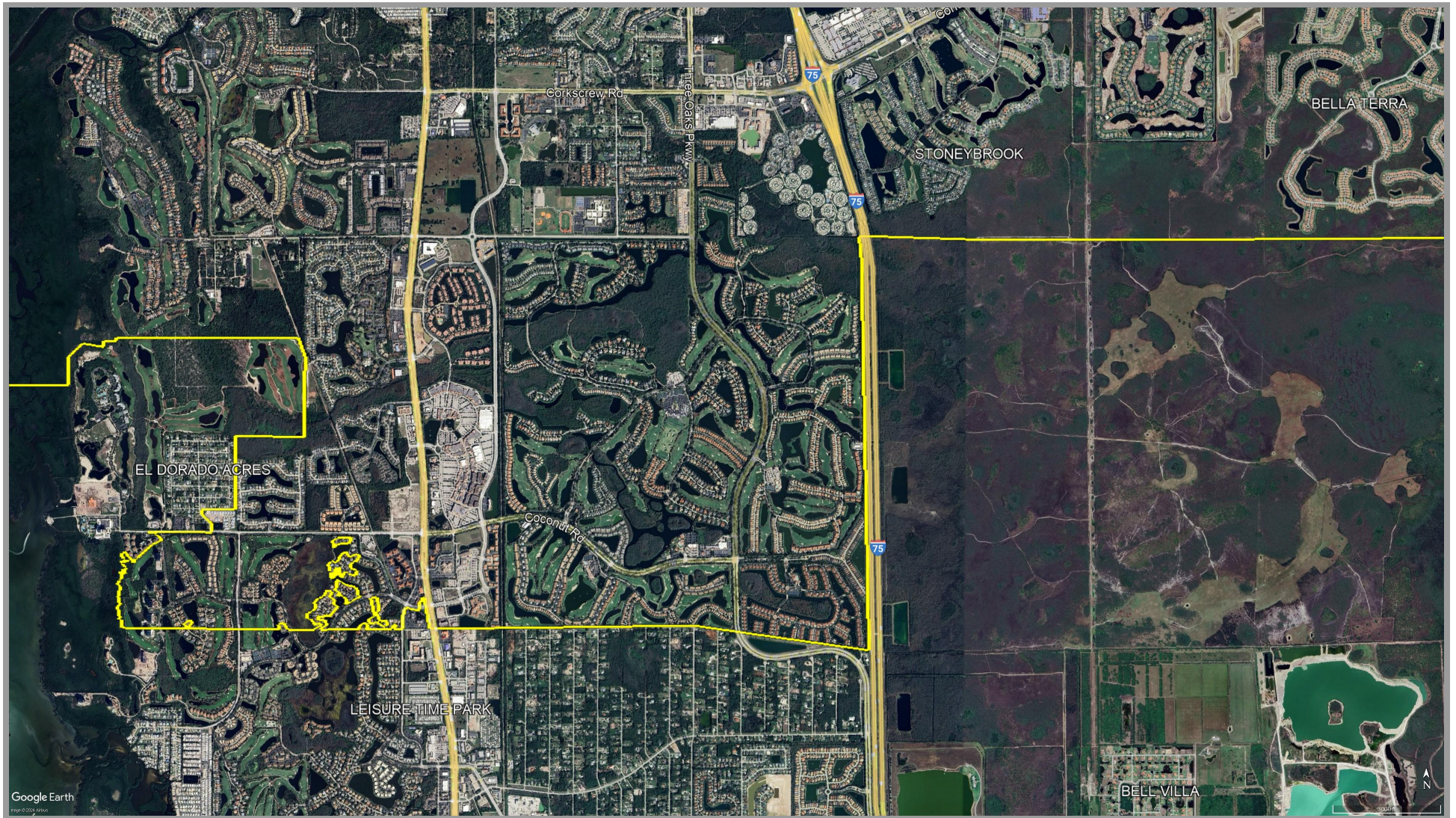
Financial Impact:

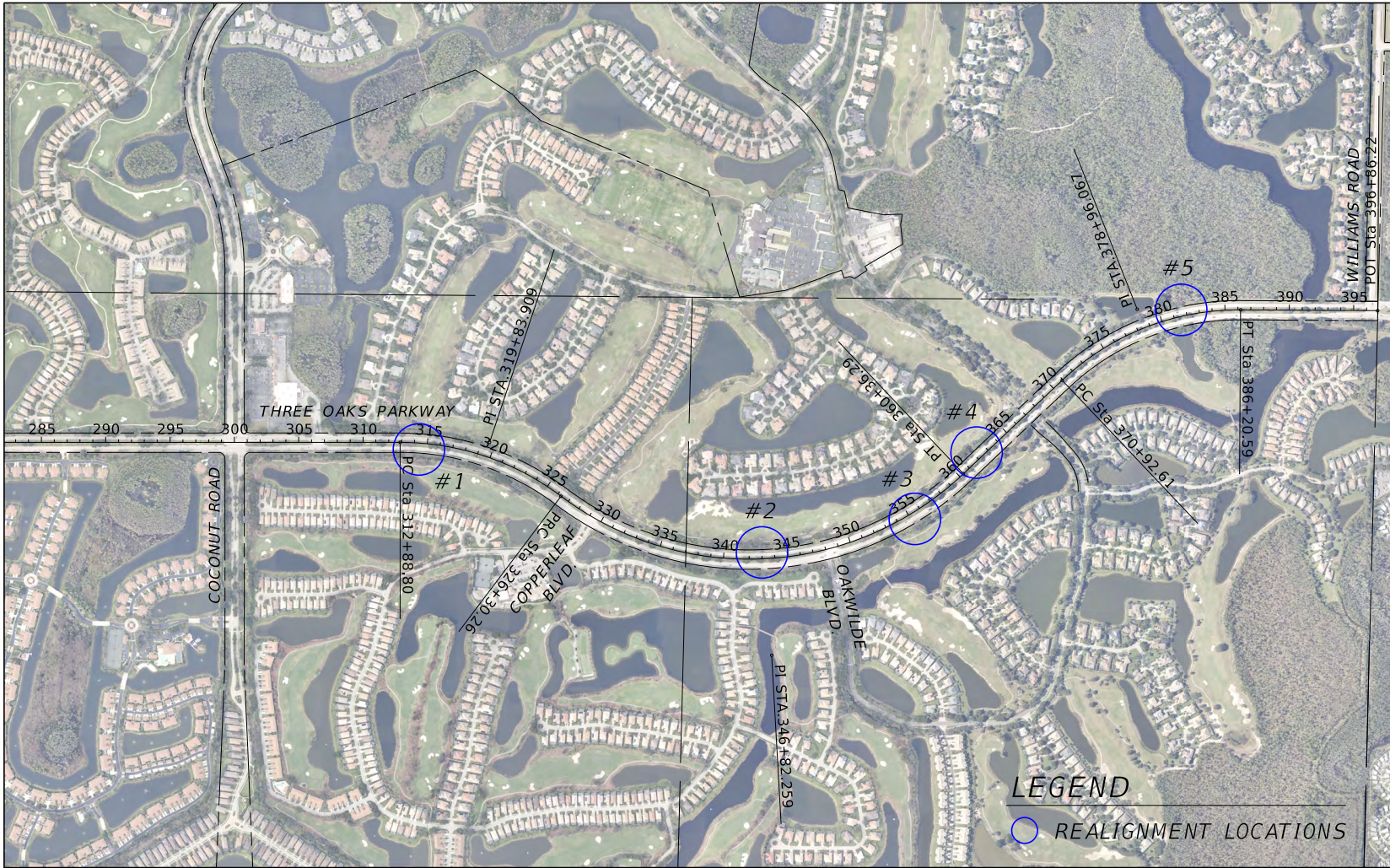
The financial impact of the Interlocal agreement will be less than \$380,000, unless additional funds are approved by The Village Council. Unallocated general funds will be used to fund this project.

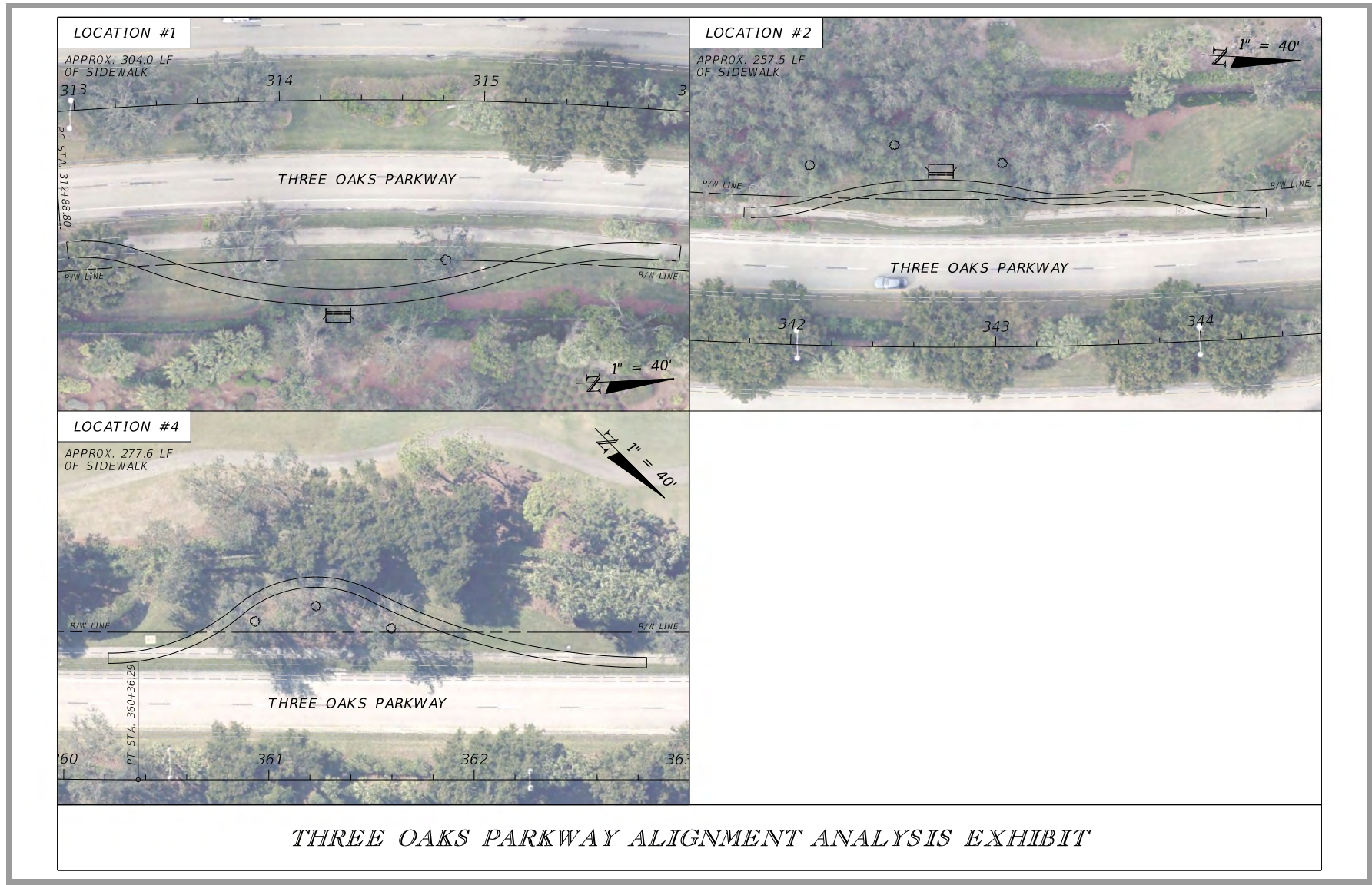
Prepared by: David Willems

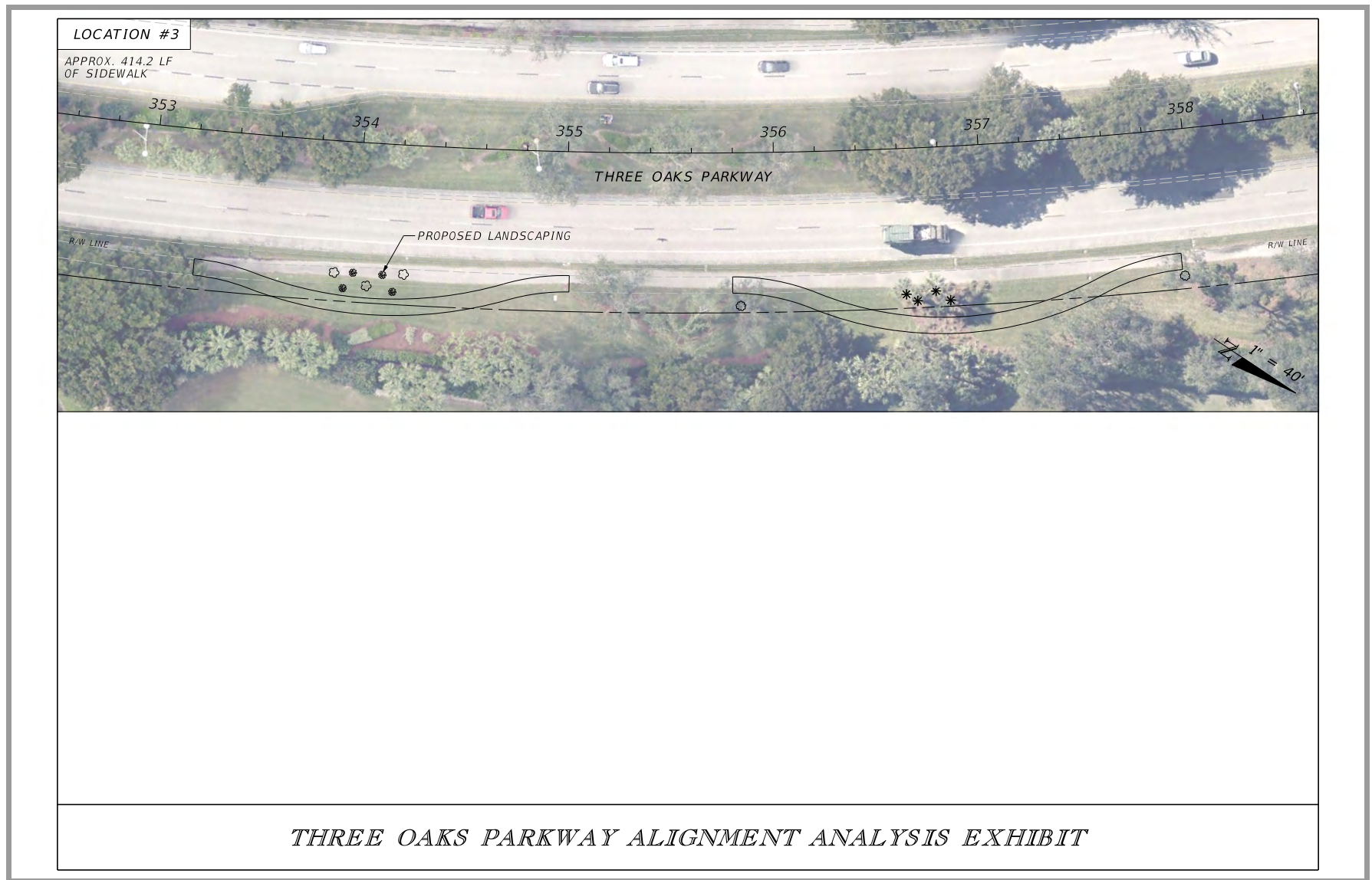
Attachments:

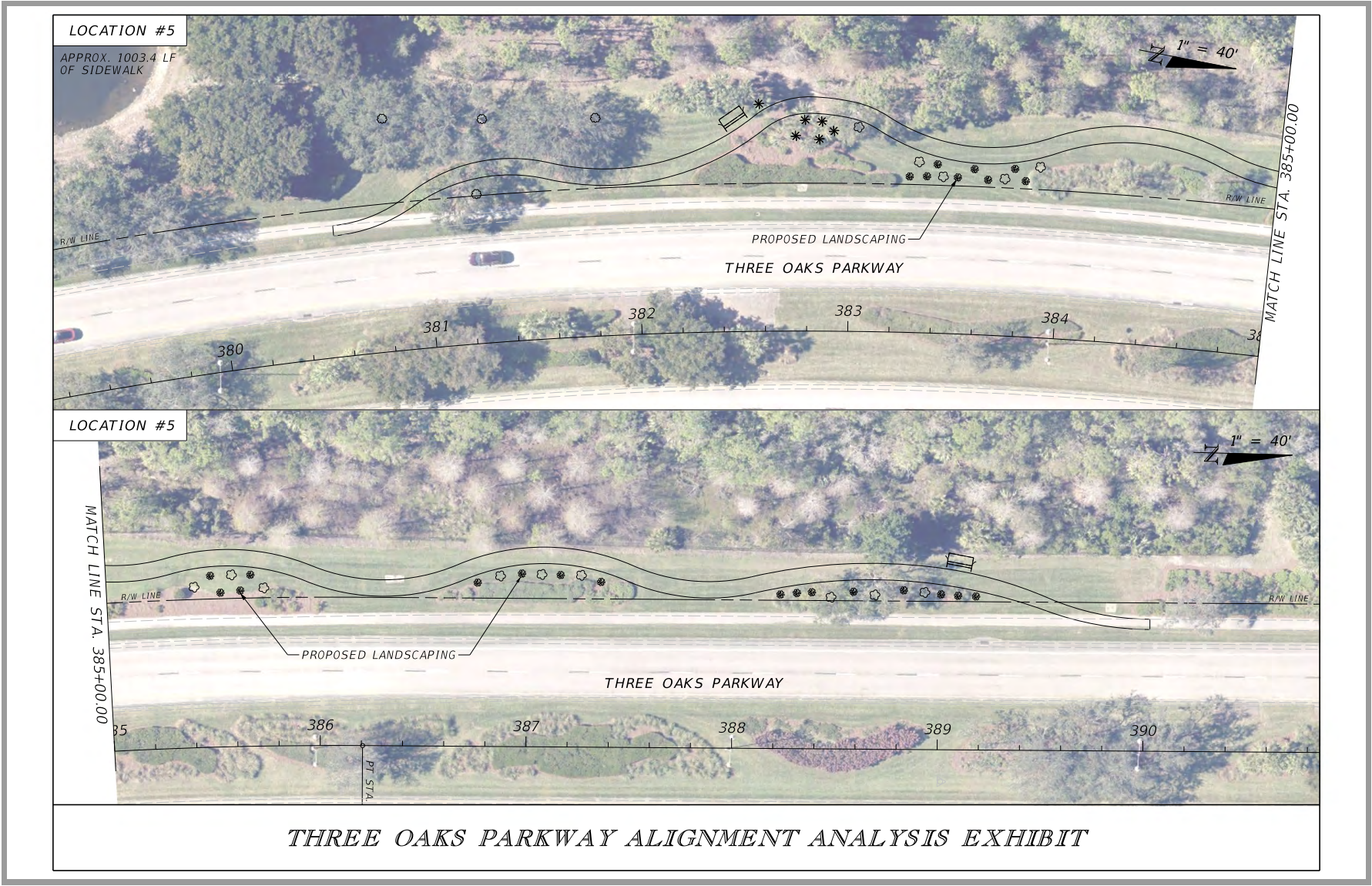
1. Location Map
2. Sidewalk Concept Plans
3. Interlocal Agreement











After recording return to:

Village of Estero.
Attn: Robert Eschenfelder—Village Attorney
9401 Corkscrew Palms Cir.
Estero, Florida 33928

(space above this line for recording data)

**INTERLOCAL AGREEMENT BETWEEN
VILLAGE OF ESTERO AND THE BROOKS OF BONITA SPRINGS COMMUNITY
DEVELOPMENT DISTRICT AND THE BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT DISTRICT FOR THREE OAKS PARKWAY
SIDEWALK ENHANCEMENT COST REIMBURSEMENT**

THIS INTERLOCAL AGREEMENT (this “**Agreement**”) is hereby entered into as of the date a fully executed copy of the Agreement is filed with the Clerk of the Circuit Court of Lee County, Florida (the “**Effective Date**”) by and among the **Village of Estero**, a Florida municipal corporation (hereinafter “the **Village**”), the **Brooks of Bonita Springs Community Development District**, a Florida community development district (“**Brooks I**”) and the **Brooks of Bonita Springs II Community Development District**, a Florida community development district (“**Brooks II**”) (Brooks I and Brooks II are sometimes collectively referred to herein as the “**CDDs**”). (The Village, Brooks I and Brooks II are sometimes referred to individually herein as a “**Party**” or collectively referred to as the “**Parties**.”)

WHEREAS, Florida Statutes § 163.01, the Florida Interlocal Cooperation Act of 1969 (the Act), was enacted to permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the Act provides that a Florida public agency “may exercise jointly with any other public agency of the state, of any other state, or of the United States Government any power, privilege, or authority which such agencies share in common and which each might exercise separately”, and that such joint exercises of power “shall be made by contract in the form of an interlocal agreement”; and

WHEREAS, the Parties are all public agencies entitled to enter an Interlocal Agreement pursuant to the Act; and

WHEREAS, the CDDs are planning to contract for the resurfacing of their existing pedestrian sidewalk network along Three Oaks Parkway in the Village (the “**CDD Project**”); and

WHEREAS, the Village desires to include several enhancements and improvements (the “**Village Improvements**”) to the portion of sidewalk included within the CDD Project as set forth in the engineered design plans, which are attached hereto as **Exhibit “A”** and incorporated herein. For reference purposes the CDD Project together with the Village Improvements shall sometimes be referred to herein as the “**Overall Project**”); and

WHEREAS, the CDD has agreed to include the Village Improvements elements as a bid option in its pending Invitation to Bid for the Overall Project, and to award a contract for the Overall Project (i.e. including the construction of the Village Improvements) in accordance with the CDDs’ procurement rules and procedures; and

WHEREAS, the Village has agreed to reimburse the CDDs for the additional cost incurred by the CDDs related to the construction of the Village Improvements; and

WHEREAS, the Parties agree that this arrangement promotes government efficiency and cooperation between the CDDs and Village, allows for the creation of a more attractive, inviting and usable pedestrian path, and that it is therefore in the best interests of the Parties and their respective residents.

NOW THEREFORE, the Parties agree as follows:

- 1) Recitals. The foregoing recitals are true and correct and incorporated herein by reference.
- 2) Solicitation of Construction Services. Prior to the CDDs’ issuance of their Invitation to Bid for the Overall Project, the Village shall provide to the CDDs all plans and specifications necessary to solicit bids for, and subsequently to construct, the Village Improvements in conjunction with the construction of the CDD Project, which plans shall be produced by a qualified engineering firm retained by the Village at no cost to the CDDs. While the Village will not be a party to the construction contract, to ensure the Village has the opportunity to invoke performance and warranty rights related to the Village Improvements work, the CDDs agree to include a provision in their contract with the contractor for the Overall Project confirming that the Village is a third-party beneficiary to the contract, but only related to the portion of the work related to the construction of the Village Improvements. The payment and performance bond obtained by the CDD shall be in the amount of the Overall Project. To ensure ease of cost tracking and proper allocation of costs between the Parties, the CDDs’ Invitation to Bid will require bidding contractors to separately state their bids for the CDD Project and the Village Improvements.
- 3) Coordination of Scope of Work; Contractor Oversight. The Village’s Public Works Director (or his/her respective designee) and the CDDs’ Manager (or his/her respective designee) shall coordinate with each other regarding the work to be performed by the construction of the Overall Project. While the CDDs shall have the contractual relationship with the selected contractor, the CDDs agree to permit the Village’s Public Works Director (or designee) to interface with the contractor relating to questions or issues surrounding the construction of the Village Improvements. However, the Village shall have no authority to provide any direction to the contractor, or to issue any change order or field directive to

the contractor, but shall instead coordinate such issues through the CDDs' Manager. The CDDs are authorized to enter upon property owned by the Village for the purpose of constructing the Village Improvements.

- 4) Inspection and Approval of Final Work. Once the portion of the Overall Project that includes the Village Improvements has been constructed and the contractor requests final inspection and payment of the Village Improvements, the Village shall have the right to timely inspect the work performed which relate to the Village Improvements, and to either indicate to the CDDs that the work was acceptably constructed or, if not, to request that the CDDs provide direction to the contractor to remedy any deficient work such that it complies with the Village Improvements plans, and all applicable construction standards. The Village shall not unreasonably withhold acceptance of the Village Improvements (or any phase thereof). To the extent the Village Improvements are constructed in phases, the Village will need to inspect the applicable portion of the Village Improvements as constructed in phases. Upon acceptance by the Village of the Village Improvements (or any phase thereof), the Village will be responsible for operation and maintenance thereof. If the Village does not timely inspect the Village Improvements or any portion thereof, the CDDs shall be authorized to do so on behalf of the Village.
- 5) Reimbursement. Once the Village has timely inspected and accepted the constructed Village Improvements (or any phased portion thereof) as provided for in paragraph (4), above, and once the CDDs have provided the Village a record of the contractor's invoices related to the completion of the Village Improvements (or any phase thereof), the Village shall, within ten (10) days after the foregoing, make a reimbursement payment to the CDDs for the invoiced amounts. If the Village disputes any portion of a reimbursement request related to the Village Improvements, it shall confer with the CDDs to resolve the dispute prior to making the payment. The Village shall not unreasonably withhold payment for the Village Improvements. In no event shall the CDDs be responsible for the cost of the Village Improvements.
- 6) Term and Termination. Notwithstanding the actual date(s) of approval by the Parties, this Agreement shall begin on the Effective Date, and shall continue in effect until the final work of the Village Improvements has been accepted by the Village and the Village has provided all reimbursements to the CDDs due under this Agreement. This Agreement may be terminated by either Party for any or no reason upon the terminating Party's providing the non-terminating Party 90-days written notice, which notice period is designed to allow for an orderly transition away from the arrangement established by this Agreement. If terminated pursuant to the terms of this section, the Village shall nonetheless be responsible to reimburse the CDDs for the additional cost incurred by the CDDs related to the construction of the Village Improvements.
- 7) Notices. Except as otherwise provided in this Agreement, any notice required or permitted to be given hereunder shall be in writing from the Party giving notice and sent/delivered as follows: (i) hand delivered; (ii) sent by next-business day commercial courier or delivery service; (iii) email; or (iv) regular U.S. mail, addressed to the other Parties at the addresses set forth below (or to such other place as any party may by notice to the others specify from

time to time). Notices required or provided under this Agreement regarding change, or revisions, amendments, deletions shall be addressed as follows:

If to the CDD:

Brooks of Bonita Springs CDD
Attn: Chuck Adams, District Manager
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
Email: adamsc@whhassociates.com

Brooks of Bonita Springs II CDD
Attn: Chuck Adams, District Manager
9220 Bonita Beach Road, Suite 214
Bonita Springs, FL 34135
Email: adamsc@whhassociates.com

With a copy to:
Coleman, Yovanovich & Koester, P.A.
Attn: Gregory L. Urbancic, Esq.
and Meagan Magaldi, Esq.
4001 Tamiami Trail North, Suite 300
Naples, FL 34103
Email: gurbancic@cyklawfirm.com
and mmagaldi@cyklawfirm.com

If to Village:

Village of Estero
Attn: Steve Sarkozy, Village Manager
9401 Corkscrew Palms Cir.
Estero, FL 33928
Email: sarkozy@estero-fl.gov

Any Party may change the name and address for such notices by providing written notice to the other Parties.

- 8) No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each Party shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.
- 9) Entire Agreement. This Agreement contains the entire understanding of the Parties and supersedes all prior understandings or agreements, whether oral or written, implied or explicit, between the Parties relating to the subject matter herein.
- 10) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any Party who signature appears thereon and all of which shall together constitute one and the same instrument.
- 11) Default. A default by any Party under this Agreement shall entitle another Party to all remedies available at law or in equity, which may include, but not be limited to, damages,

injunctive relief and specific performance. Any non-defaulting Party shall give the defaulting Party written notice of default hereunder and shall allow the defaulting Party not less than ten (10) days from the date of receipt of such notice to cure the default.

- 12) Disputes/Enforcement. All disputes under this Agreement will be governed in accordance with the requirements of Chapter 164, Florida Statutes. In the event that either party seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party will be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.
- 13) Controlling Law/Venue. This Agreement shall be governed by Florida law. Venue for any action shall lie exclusively in Lee County, Florida.
- 14) No Third-Party Beneficiaries. 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.
- 15) Severability. Should any section, sentence or clause of this Agreement be deemed unlawful by a Court of competent jurisdiction, no other provision hereof shall be affected, and all other provisions of this Agreement shall continue in full force and effect to the extent permitted by law.
- 16) Amendment. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.
- 17) No Violation of District Bond Covenants. The Village acknowledges that the CDDs intend to obtain financing for the CDD Project, which may be by the issuance of bonds or other debt instruments ("**Bonds**"). Nothing contained in this Agreement will operate, or be construed in a manner, that will violate the CDDs' covenants relating to the Bonds.
- 18) Cooperation. Each Party shall cause its employees and agents to perform such tasks and take such other lawful and appropriate actions as may be necessary or desirable in order to accomplish the purposes and meet the obligations of this Agreement, except as expressly provided for otherwise herein.
- 19) Recording. Pursuant to Florida Statutes § 163.01(11), Florida Statutes, this Agreement shall be effective upon the date of filing of a fully executed copy of the Agreement with the Clerk of the Circuit Court of Lee County, Florida. The Parties agree that the Village shall file the Agreement.
- 20) Term of Agreement. The term of this Agreement will commence upon the Effective Date and will terminate upon completion and acceptance of the Village Improvements by the Village pursuant to Section 4 and payment by the Village pursuant to Section 5. Upon

request by any Party, the other Party/Parties may execute such written instruments as are reasonably required to publicly record the termination of this Agreement.

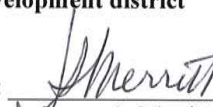
{Remainder of page intentionally left blank. Signatures commence on next page.}

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

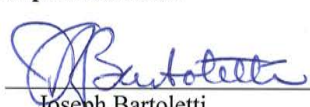
**VILLAGE OF ESTERO, a Florida
municipal corporation**

By: _____
Steve Sarkozy
Village Manager

**BROOKS OF BONITA SPRINGS
COMMUNITY DEVELOPMENT
DISTRICT, a Florida community
development district**

By:  _____
James A. Merritt
Chairman

**BROOKS OF BONITA SPRINGS II
COMMUNITY DEVELOPMENT
DISTRICT, a Florida community
development district**

By:  _____
Joseph Bartoletti
Chairman

SUMMARY OF PAY ITEMS			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
101-1	MOBILIZATION	LS	1
102-1	MAINTENANCE OF TRAFFIC	LS	1
104-10-3	SEDIMENT BARRIERS - SILT FENCE	LS	1
104-18	INLET PROTECTION SYSTEM	LS	1
110-1-1	CLEARING & GRUBBING	LS	1
120-6	EMBANKMENT	LS	1
285-704	OPTIONAL BASE, BASE GROUP 4	SY	1245
530-2-4	CONCRETE CURB, TYPE D	LF	302
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK	SY	630
522-2A	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK (PAVEMANT)	SY	28,338
527-2	DETECTABLE WARNING	SY	625
570-1-2	PERFORMANCE TURF (SOD)	SY	43,140
VIV-1	VALVE ADJUST	LS	1
ASB-1	AS-BUILT	LS	1

BID ALTERNATE			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
285-000	BASE REMOVAL	SY	26,847
327-70-5	MILLING EXISTING ASPHALT PAVEMENT, 2.0" AVG. DEPTH	SY	26,847
334-1-11	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A (SP 9.5/11.5)	TN	2,338

PATHWAY REALIGNMENT (CONCRETE)			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
120-6	EMBANKMENT	CT	242
160-4	TYPE B STABILIZATION	SY	1874
522-2	CONCRETE SIDEWALKS AND DRIVEWAYS, 6" THICK	SY	383
570-1-2	PERFORMANCE TURF (SOD)	SY	1,215
BR-1	BASE REMOVAL	SY	1,448

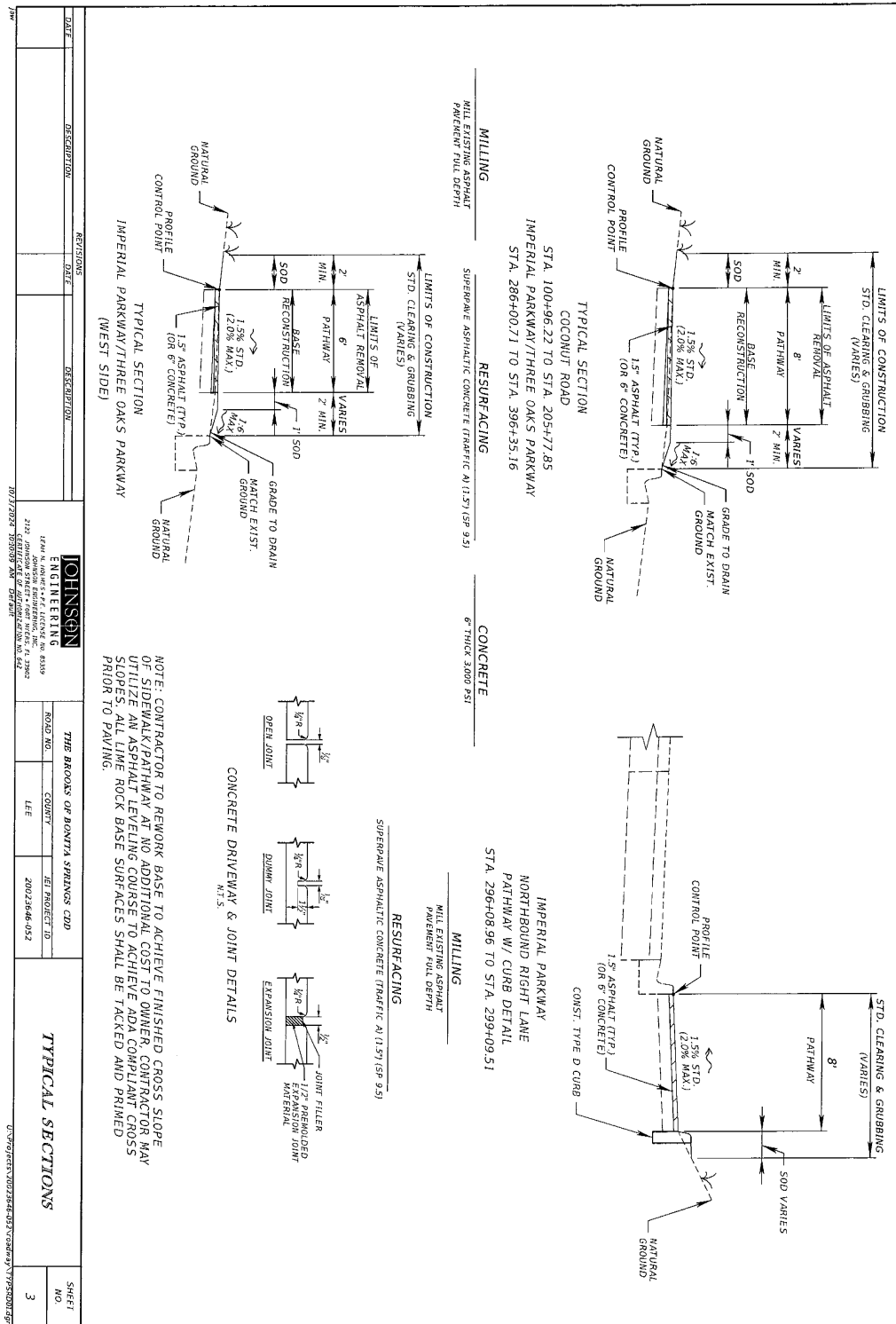
PATHWAY REALIGNMENT (ASPHALT)			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY
120-6	EMBANKMENT	CT	242
160-4	TYPE B STABILIZATION	SY	1874
285-704	OPTIONAL BASE, BASE GROUP 4	SY	2041
334-1-11	SUPERPAVE ASPHALTIC CONCRETE, TRAFFIC A (SP 9.5/11.5)	TN	32
570-1-2	PERFORMANCE TURF (SOD)	SY	1,215
BR-1	BASE REMOVAL	SY	1,448

PAR ITEM NOTES:			
102-1	INCLUDES ALL COST ASSOCIATED WITH MAINTENANCE OF TRAFFIC, INCLUDING BUT NOT LIMITED TO, ADVANCED WARNING SIGNS, AND PEDESTRIAN DETOUR PLAN.		
110-1-1	CLEARING AND GRUBBING SHALL INCLUDE, BUT NOT BE LIMITED TO, THE REMOVAL OF ASPHALT, CONCRETE, SIDEWALK, DRIVEWAY, BASE, STONE STRUCTURES, PILES, BUILT-UP REMOVAL, CONCRETE BARRIERS, EXISTING SIDEWALKS, DRIVEWAYS, AND GRUBBING. ALL MATERIALS SHALL BE REMOVED FROM THE PROJECT SITE IN AN ADDITIONAL COST TO THE BROOKS OF BONTA SPRINGS CDD. THERE SHALL BE NO DAMAGE TO EXISTING UTILITIES.		
285-000	BASE REMOVAL FROM TYPICAL SECTIONS.		
285-704	BASE REPAIR LOCATIONS ARE ESTIMATES AND ACTUAL LIMITS AND QUANTITY MAY VARY. CONTRACTOR TO VERIFY THE COST OF SIDEWALK CURB AND CURB RAMP IS INHERENT TO THIS PAY ITEM, TOTAL SY OF SIDEWALK INCLUDES SY OF D CURB.		
522-2A	COST TO INCLUDE CROSS SLOPE CORRECTION TO MEET ADA CRITERIA.		
334-1-12	COST TO INCLUDE REMOVAL OF MATERIAL TO ESTABLISH PROPOSED ADA GRADES.		
570-1-2	SHALL BE PAID BASED ON FIELD MEASURED QUANTITY FOR AREAS INTENDED TO BE DISTURBED BY THE PROPOSED IMPROVEMENTS. NO PAYMENT WILL BE MADE FOR SODDING AREAS OUTSIDE THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL EXISTING UTILITIES DISTURBED OUTSIDE THE PROJECT AREA. SOD TO BE REPLACED IN KIND IF DAMAGED, MATCHING EXISTING SOD TYPE.		
VIV-1	COST TO INCLUDE ADJUSTMENT OF ALL VALVES TO FINAL GRADE.		

THE BROOKS OF BONTA SPRINGS CDD			
ROAD NO.	COUNTY	BE PROJECT ID	
LEE		20023846-052	

SUMMARY OF PAY ITEMS			
			SHEET NO.
			2

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.



DATE	DESCRIPTION	REVISION	DATE	DESCRIPTION

JOHNSON ENGINEERING			
LEAH H. JOHNSON, P.E., LICENSE NO. 65339 2122 JOHNSON STREET, SUITE 100, TAMPA, FL 33602 707.770.7100 FAX 707.770.7101 WWW.JOHNSONENGINEERING.COM			
ROAD NO.	COUNTY	LEE PROJECT ID	SHEET NO.
	LEE	20023646-032	4

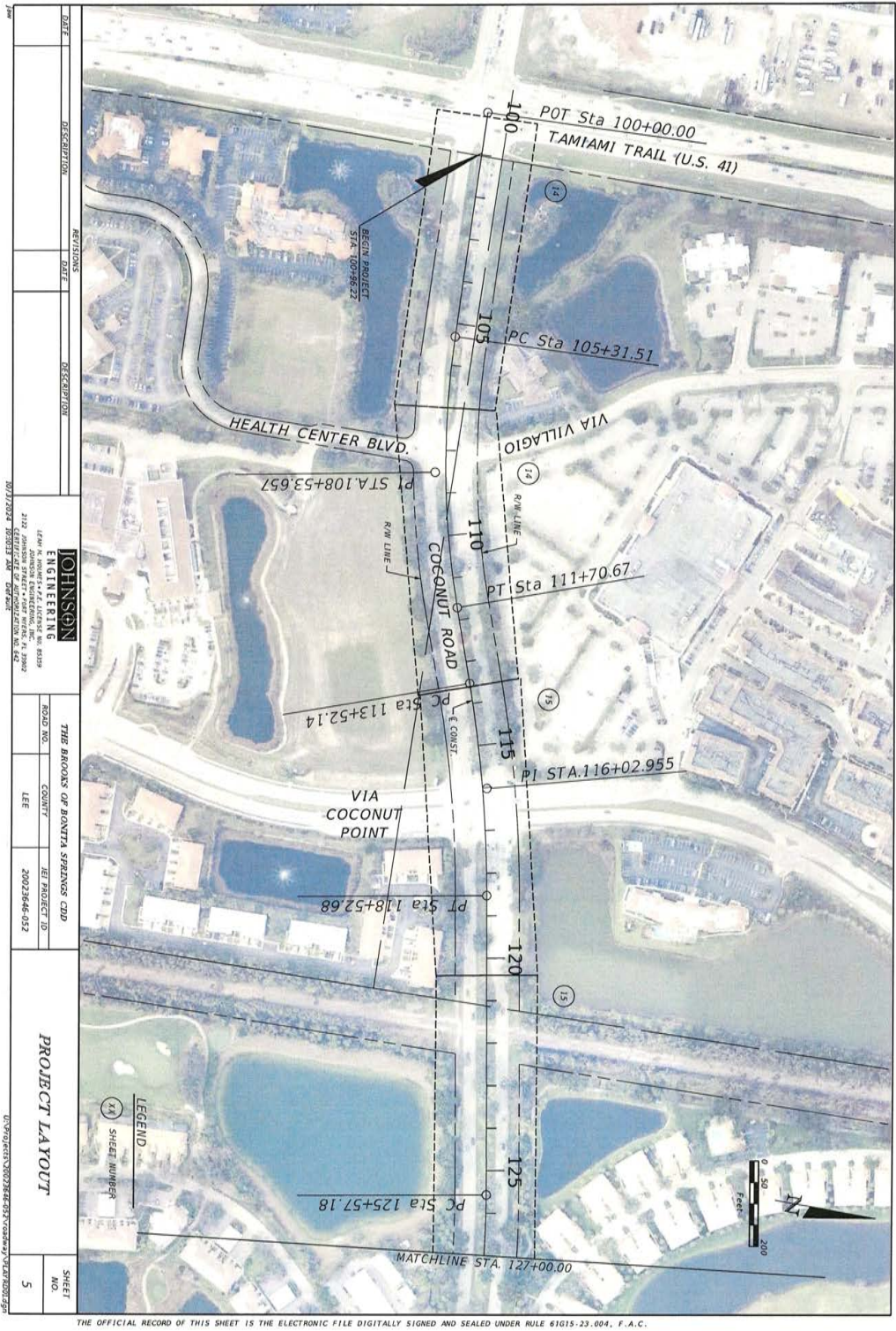
GENERAL NOTES

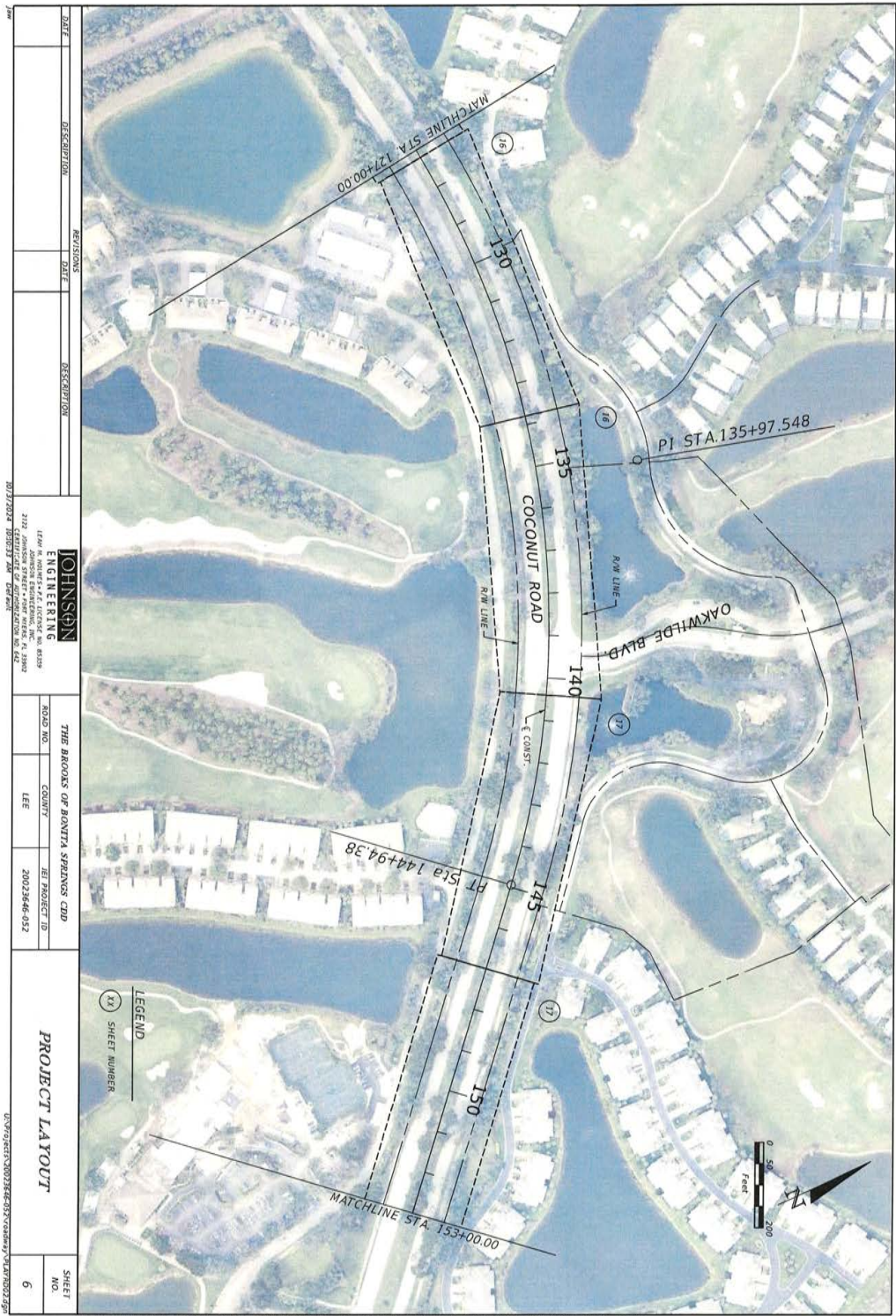
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

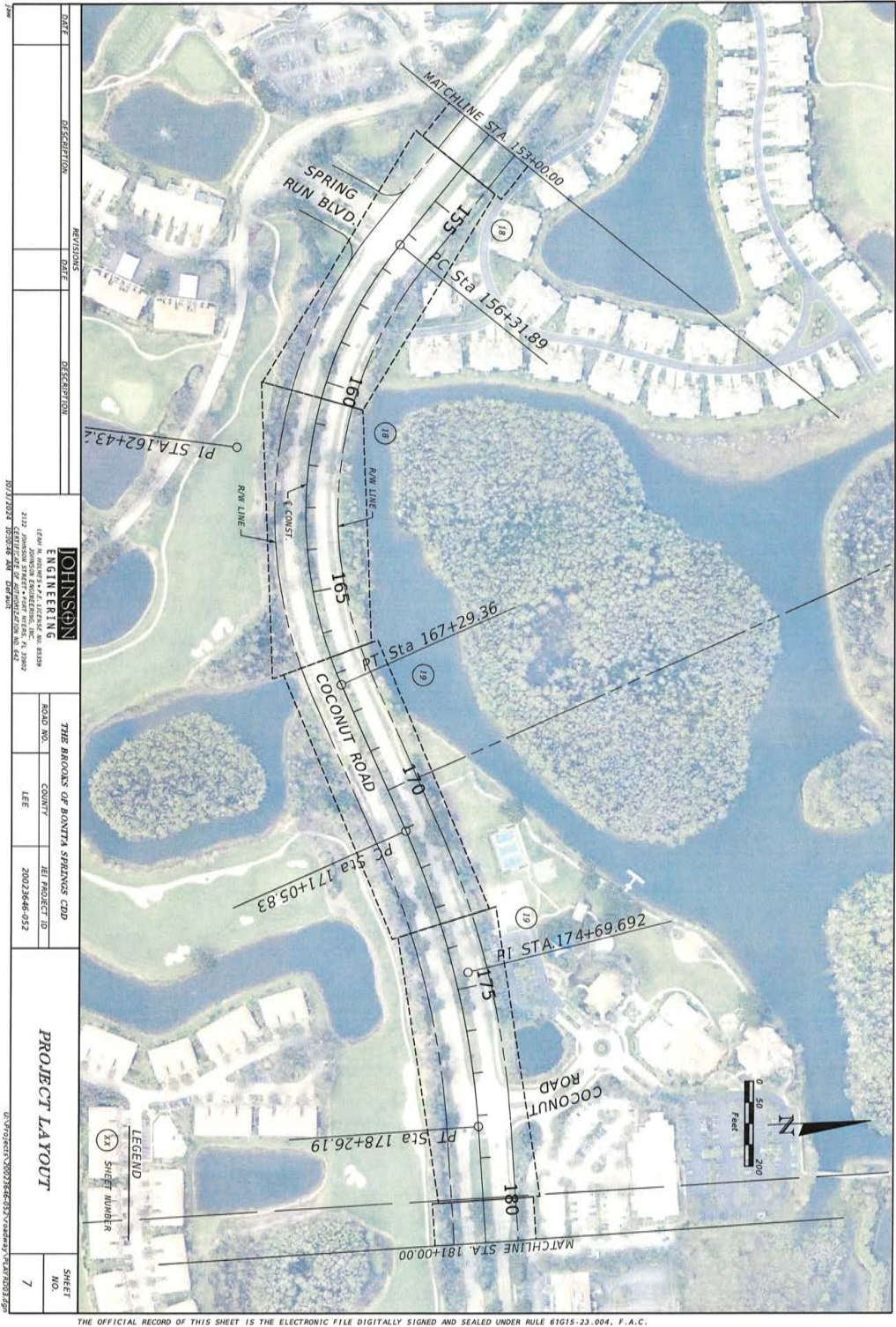
GENERAL NOTES:

- BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD83).
- HORIZONTAL DATUM = NAD83 FLORIDA STATE PLANE, WEST ZONE, US FOOT.
- EXISTING FACILITIES SHALL BE RESTORED TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
- EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
- THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED W, V, VA, AND VVA) HAVE BEEN FIELD VERIFIED. EXISTING UTILITIES HAVE BEEN FIELD VERIFIED. LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
- NOTIFY ALL UTILITY COMPANIES IN THE AREA AT LEAST 2 FULL BUSINESS DAYS PRIOR TO CONSTRUCTION AND CALL THE SUNSHINE STATE ONE CALL AT 1-800-43-5971.
- EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.
- UTILITY/AGENCY OWNERS:

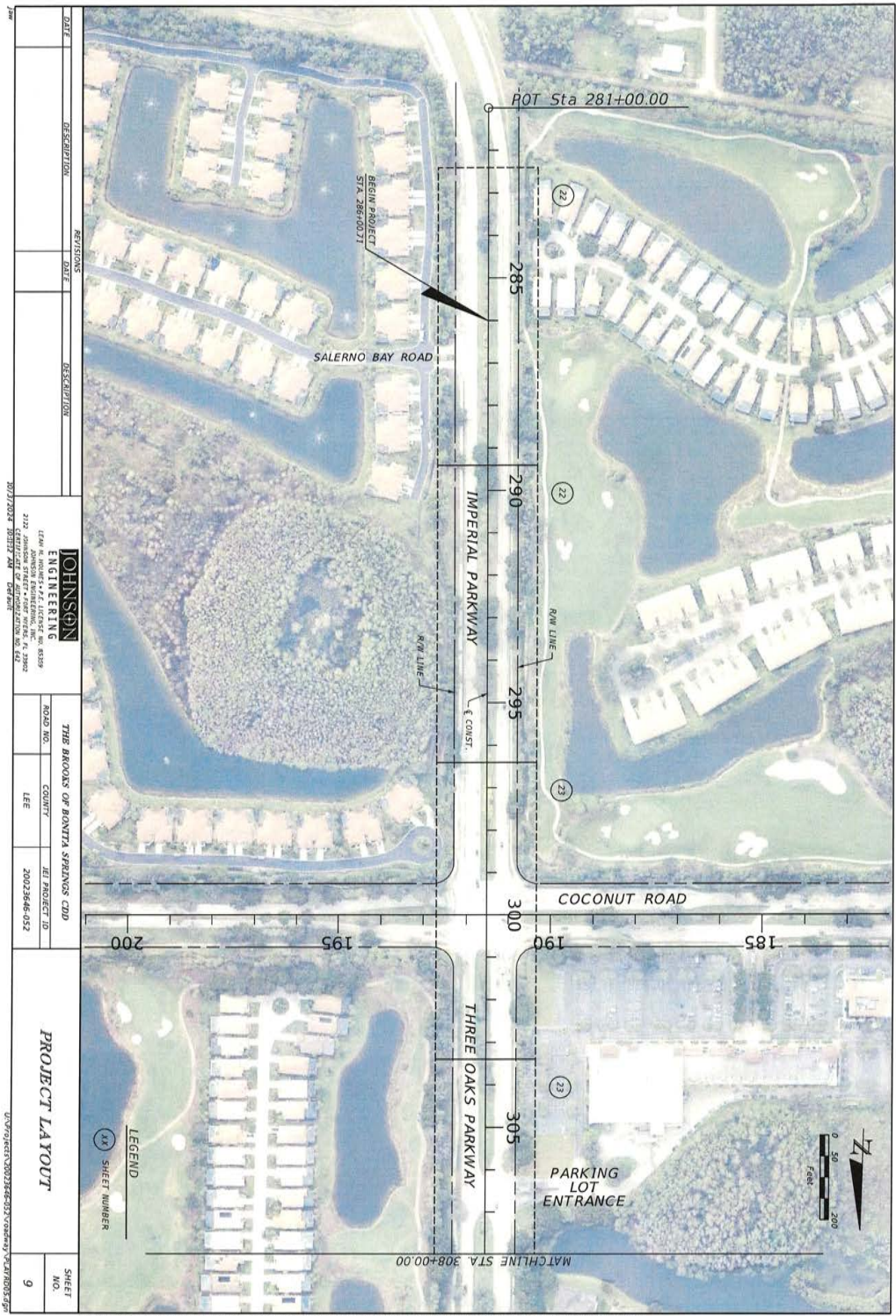
COMPANY	CONTACT	TELEPHONE NUMBERS
BONITA SPRINGS UTILITIES, INC.	DOMINIC STROUB	(239)390-4973
CENTURY LINK/FLORIDA POWER AND LIGHT	LUIS MERRIN	(239)920-3925
FLORIDA POWER AND LIGHT	MICHAEL MARTINEZ	(239)353-6047
SPURD BROADBAND INC.	MICHAEL DANIEL	(239)920-7468
FLORIDA POWER AND LIGHT	JOHN W. HARRIS	(239)920-7468
HOTVINE COMMUNICATIONS	BOB HENNINGMAN	(954)628-7023
LEE COUNTY UTILITIES	RALPH HERNANDEZ	(239)252-2538
LEE COUNTY UTILITIES	BOB HENNINGMAN	(239)252-4441
LEE COUNTY SIGNAL DEPARTMENT	RYAN KIRSCH	(239)533-9501
LEE COUNTY SIGNAL DEPARTMENT	RYAN KIRSCH	(239)533-9501
CROWN CASTLE	CHUCK FERRELLSON	(352)922-4637
- ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, NOTIFY LEE COUNTY AND THE VILLAGE OF ESTERO, WITHOUT DELAY, BY TELEPHONE AT (239) 232-8192.
- PROMPTLY REPORT ALL FIELD CHANGES TO THE ENGINEER.
- ALL CONSTRUCTION LAYOUT, STAKING, AND RECORD DRAWINGS ARE PERFORMED UNDER THE SUPERVISION OF A FLORIDA REGISTERED LAND SURVEYOR.
- ACCURATELY PLOT THE LOCATIONS, DEPTHS, AND DIMENSIONS OF ALL IMPROVEMENTS ON A FINAL SET OF RECORD DRAWINGS, PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR. RECORD DRAWINGS SHALL BE DELIVERED TO THE ENGINEER PRIOR TO PROJECT COMPLETION.
- MAINTAIN EXISTING TRAFFIC/ACCESS, EXISTING DRAINAGE AND EXISTING UTILITIES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- CONSTRUCTION STAKING IS THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THESE SERVICES DURING CONSTRUCTION.
- PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, NAW, STRAW, AND MULCH ARE FREE OF PESTICIDES AND HERBICIDES, SHALL BE OBTAINED AND SUBMITTED TO THE BROOKS OF BONITA SPRINGS CDD PROJECT MANAGER. ALL SOD MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE BROOKS OF BONITA SPRINGS CDD OR APPOINTED REPRESENTATIVE PRIOR TO PLACEMENT. ANY SOD WITH NOXIOUS WEEDS AND GRASSES, INCLUDING TROPICAL SODA APPLE AND FLORIDA RUSSET, SHALL BE REJECTED FOR USE ON THE PROJECT.
- AT THE COMPLETION OF THIS PROJECT ALL DISTURBED SURFACES SHALL BE COVERED BY SOD.
- MAINTAIN ALL EXISTING CONVEYANCES AND DRAINAGE CONNECTIONS WITHIN THE PROJECT LIMITS AT ALL TIMES.
- REPLACE ANY EXISTING SIDE STREET MARKINGS OBLITERATED DURING CONSTRUCTION.
- PROVIDE ANY EXISTING STREET SIGNS REPLACED AS PART OF THIS PROJECT TO LEE COUNTY AND VILLAGE OF ESTERO.
- ALL IRRIGATION AND UTILITY LINE REFERENCES ARE CONCEPTUAL ONLY AND SHOULD BE FIELD VERIFIED.
- ALL EXISTING TREES WITHIN RIGHT OF WAY ARE TO BE TRIMMED TO MAINTAIN TEN (10) FEET VERTICAL CLEARANCE AND TWO (2) FEET HORIZONTAL CLEARANCE.
- ALL SIGNS AND TREES SHALL HAVE A TEN (10) FOOT CLEARANCE OVER THE SIDEWALK/PATHWAY AND BE OFFSET TWO (2) FEET FROM THE EDGE OF SIDEWALK.
- ALL CONSTRUCTION ACTIVITIES TO BE MAINTAINED WITHIN EXISTING LEE COUNTY AND VILLAGE OF ESTERO RIGHT-OF-WAY. SOME UNWEIGHTS, LIMESTYLES, AND SYMBOLS ARE ENLARGED FOR VISUAL CLARITY ONLY.
- PLACEMENT OF SILT FENCE AND SEDIMENT BARRIERS TO BE CONTAINED WITHIN EXISTING LIMITS OF LEE COUNTY AND VILLAGE OF ESTERO RIGHT-OF-WAY.
- STATION/OFFSETS SHOWN FOR MITERED END SECTIONS ARE TO THE END OF THE STRUCTURE AT THE CENTERLINE OF THE PIPE.



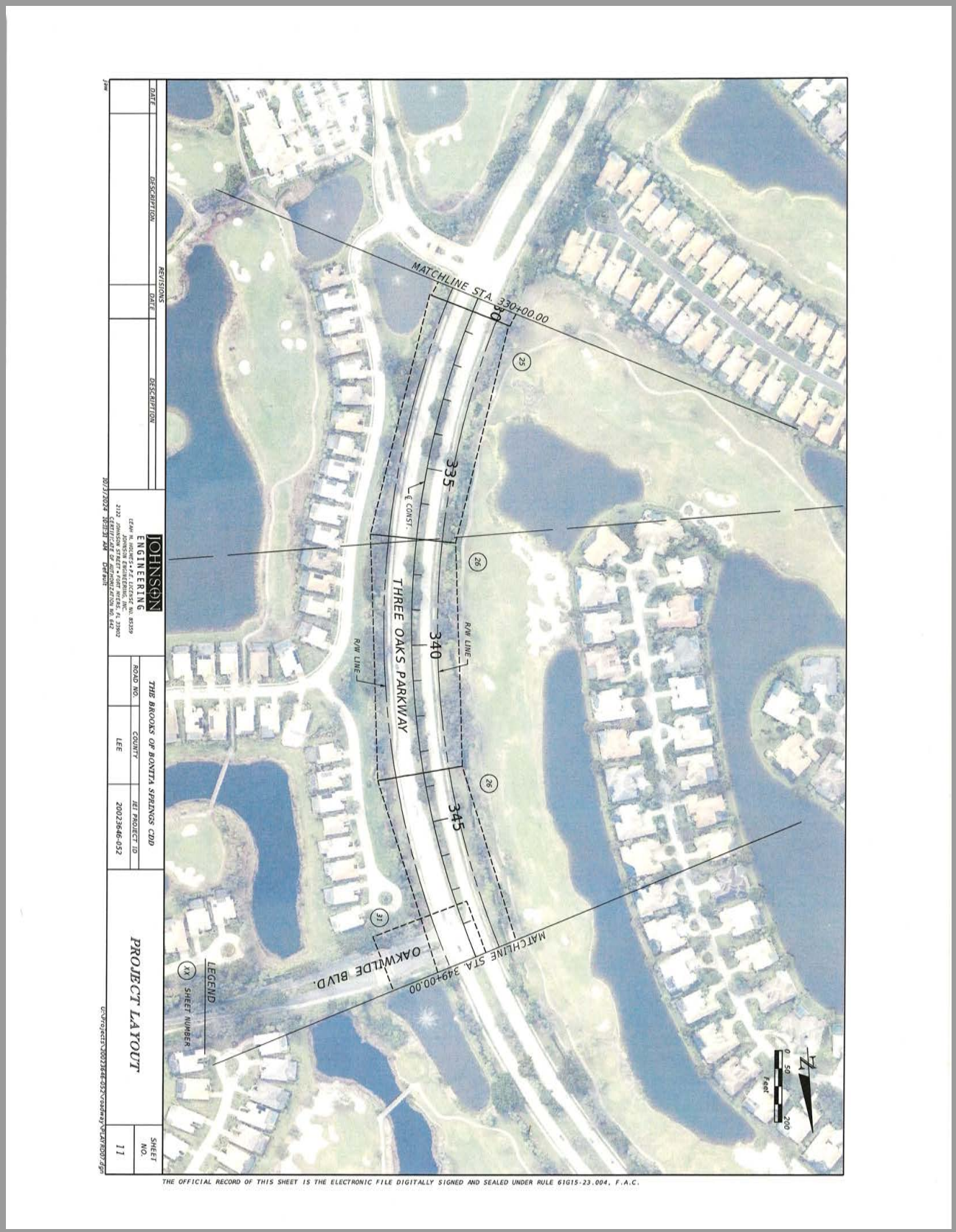


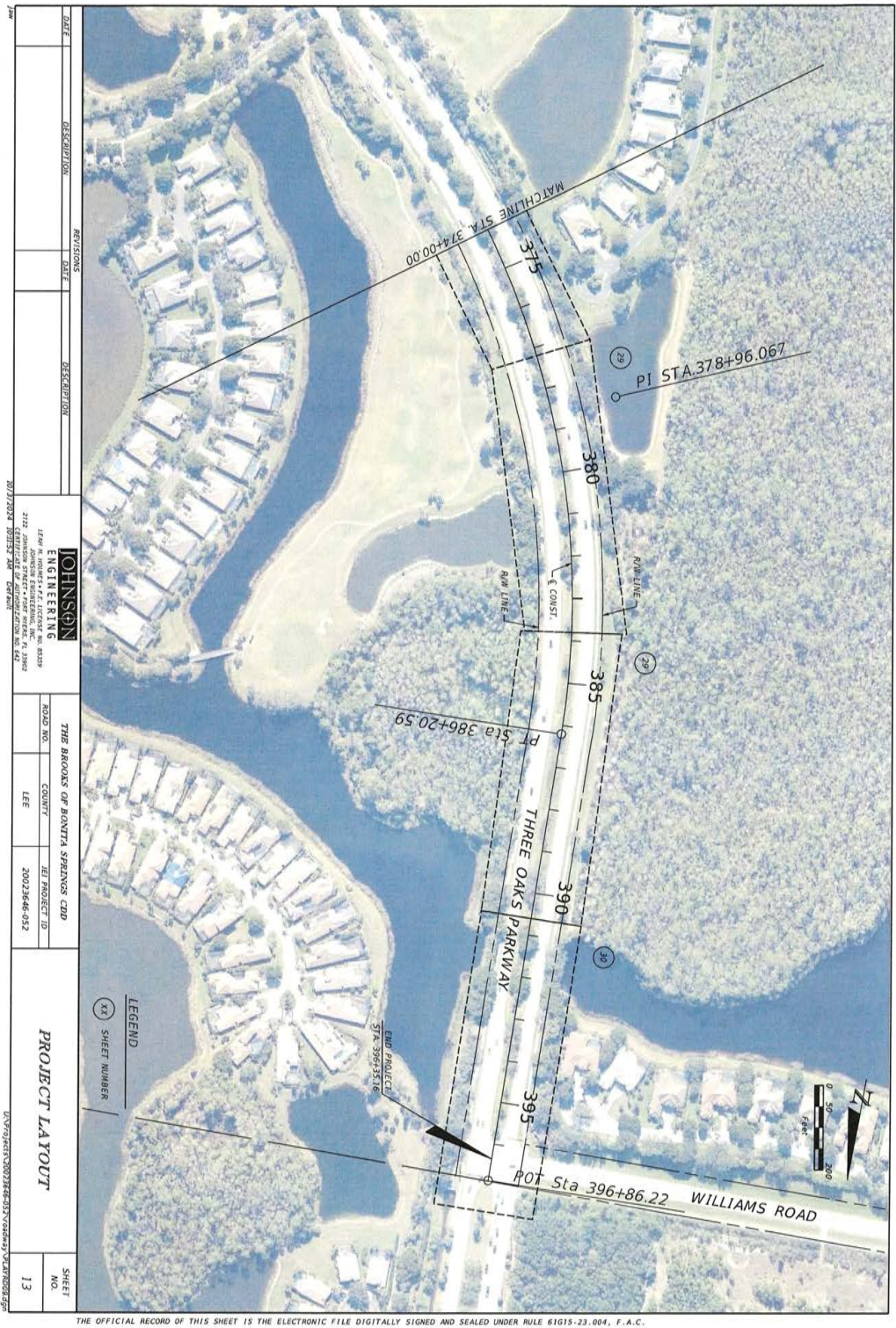


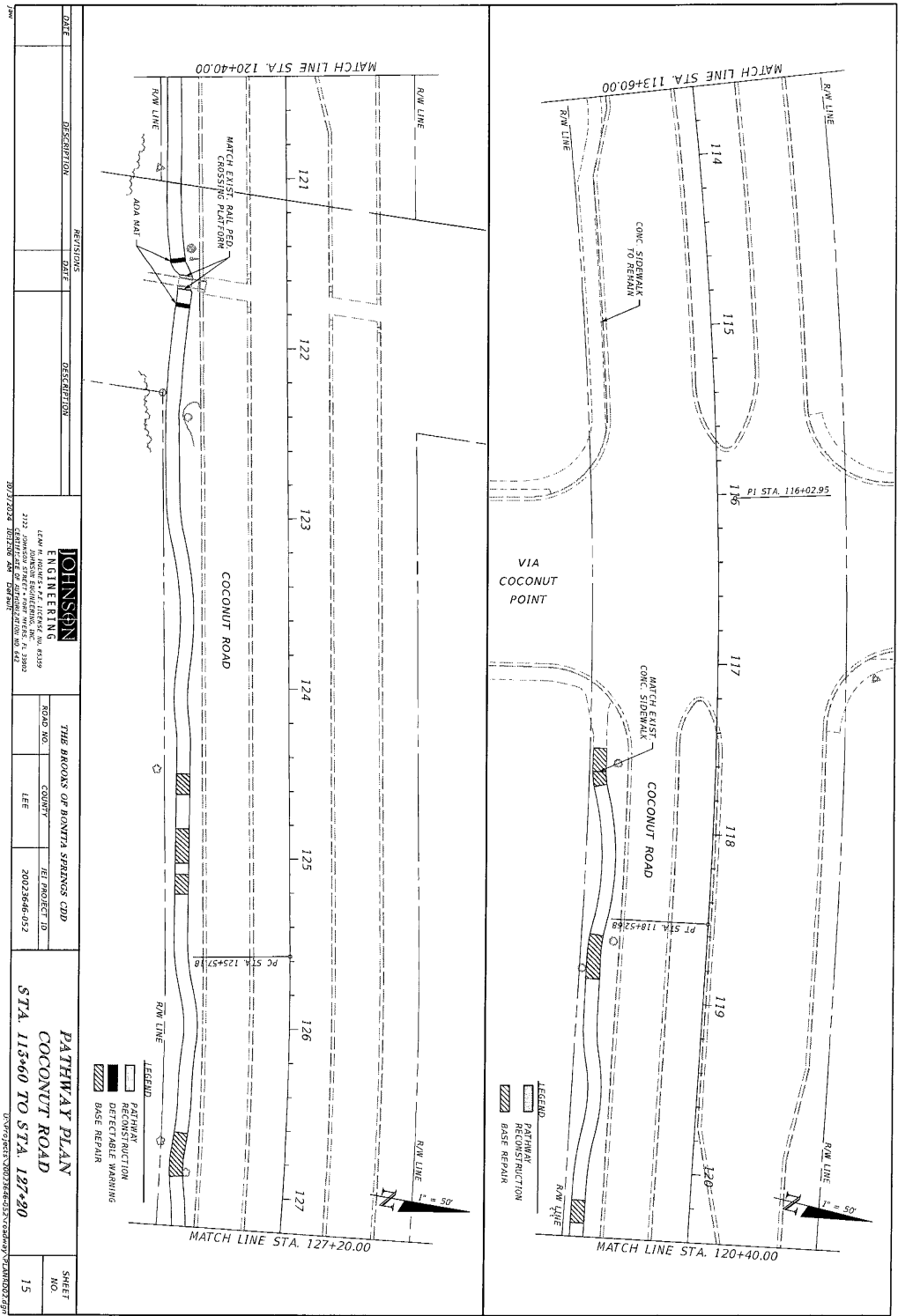


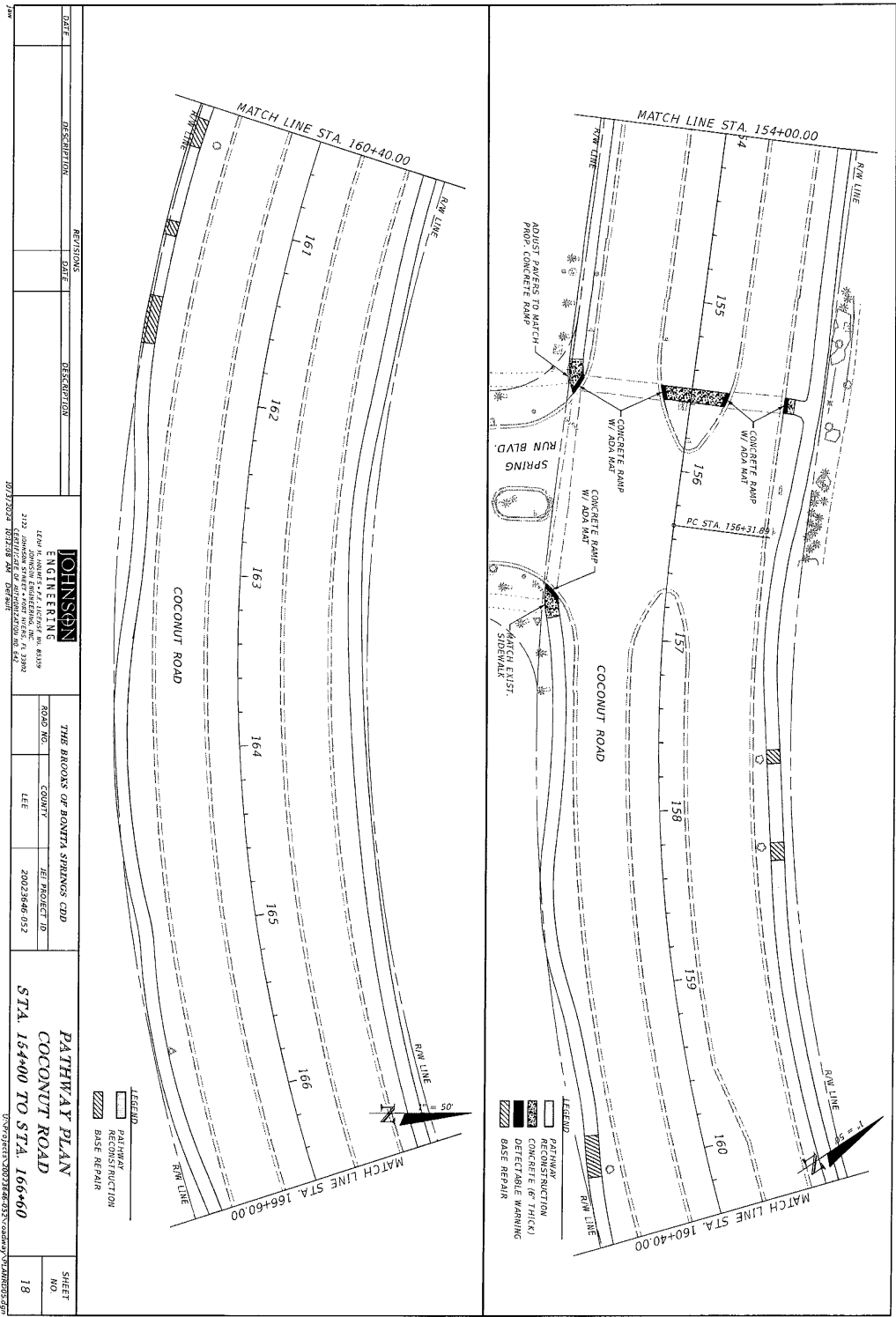


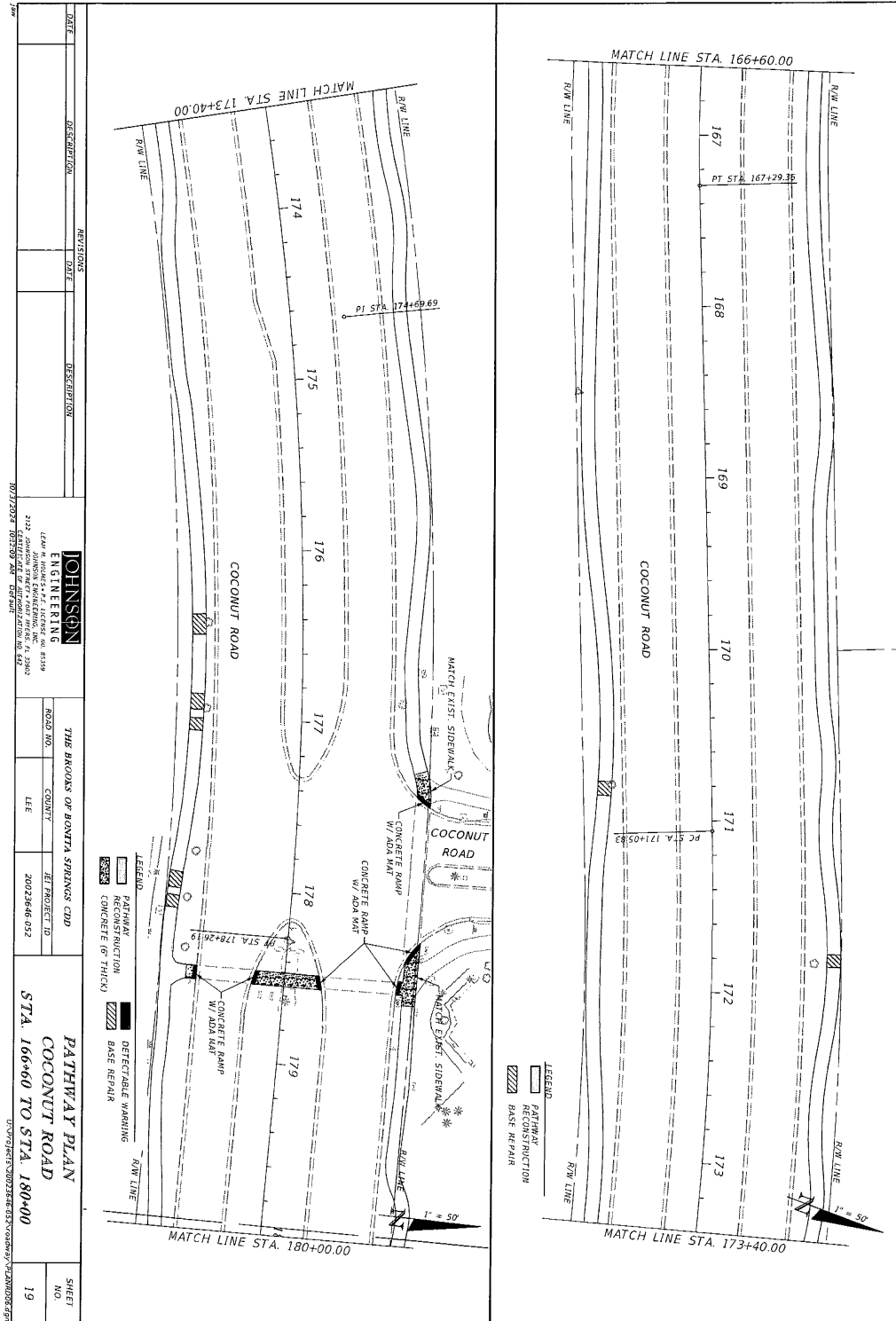


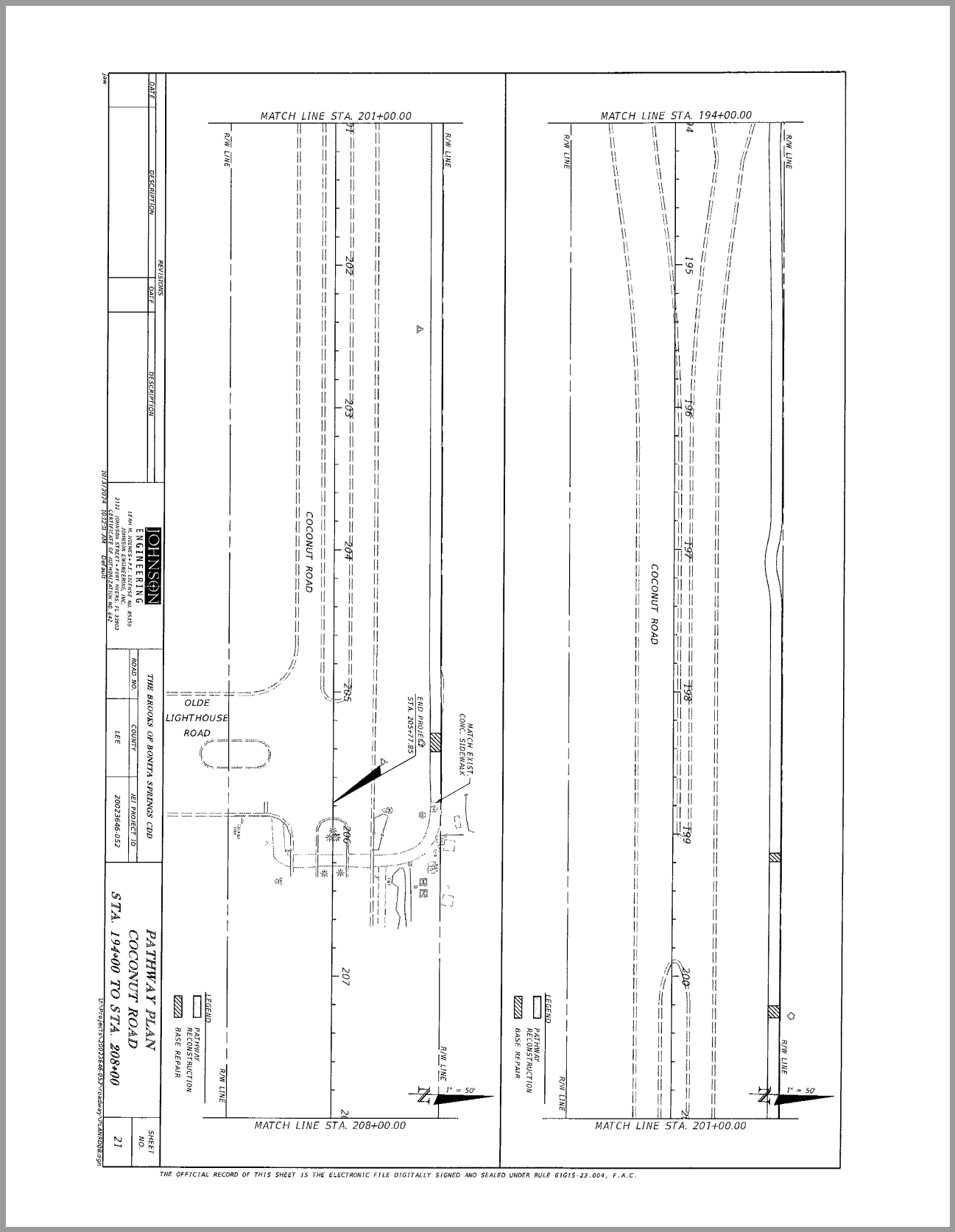


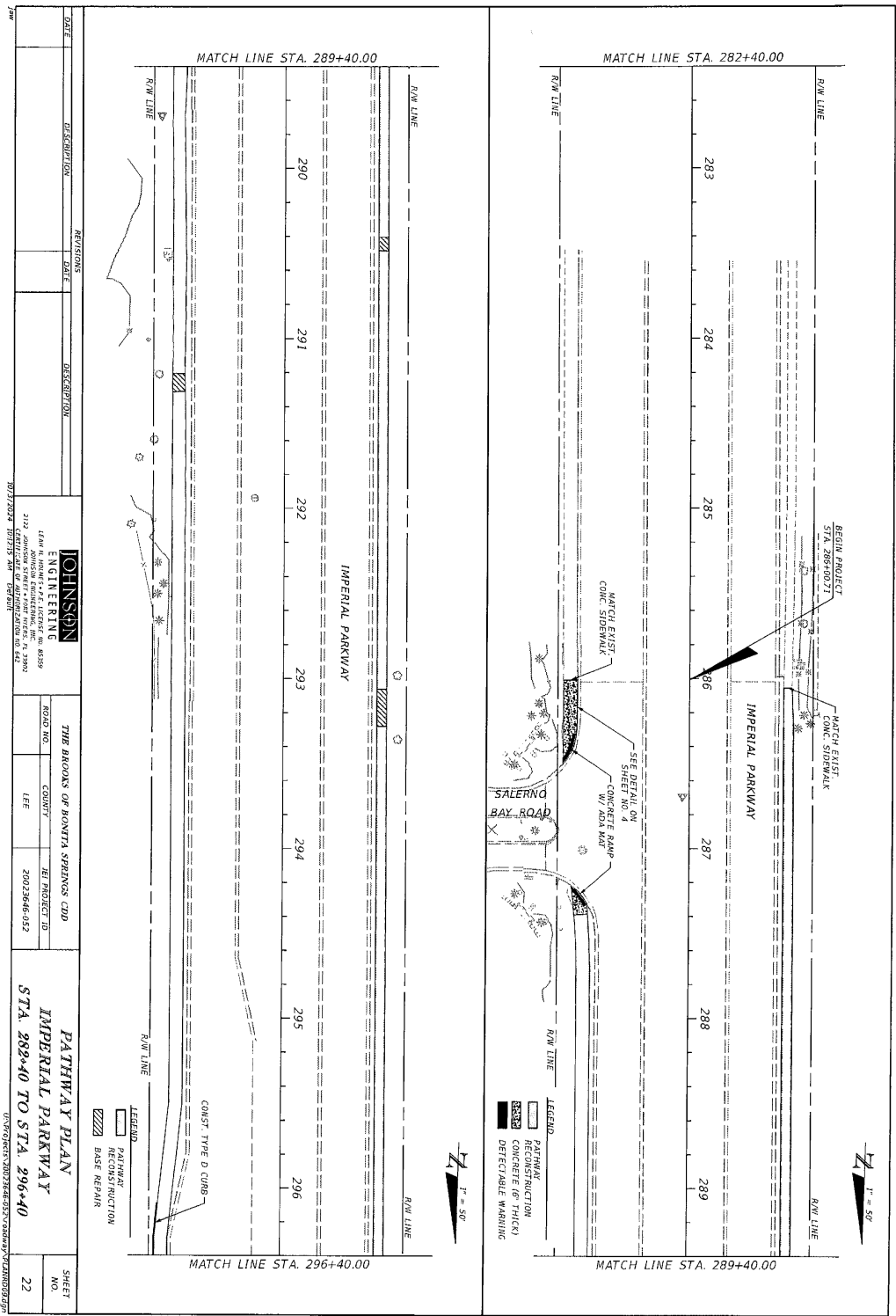


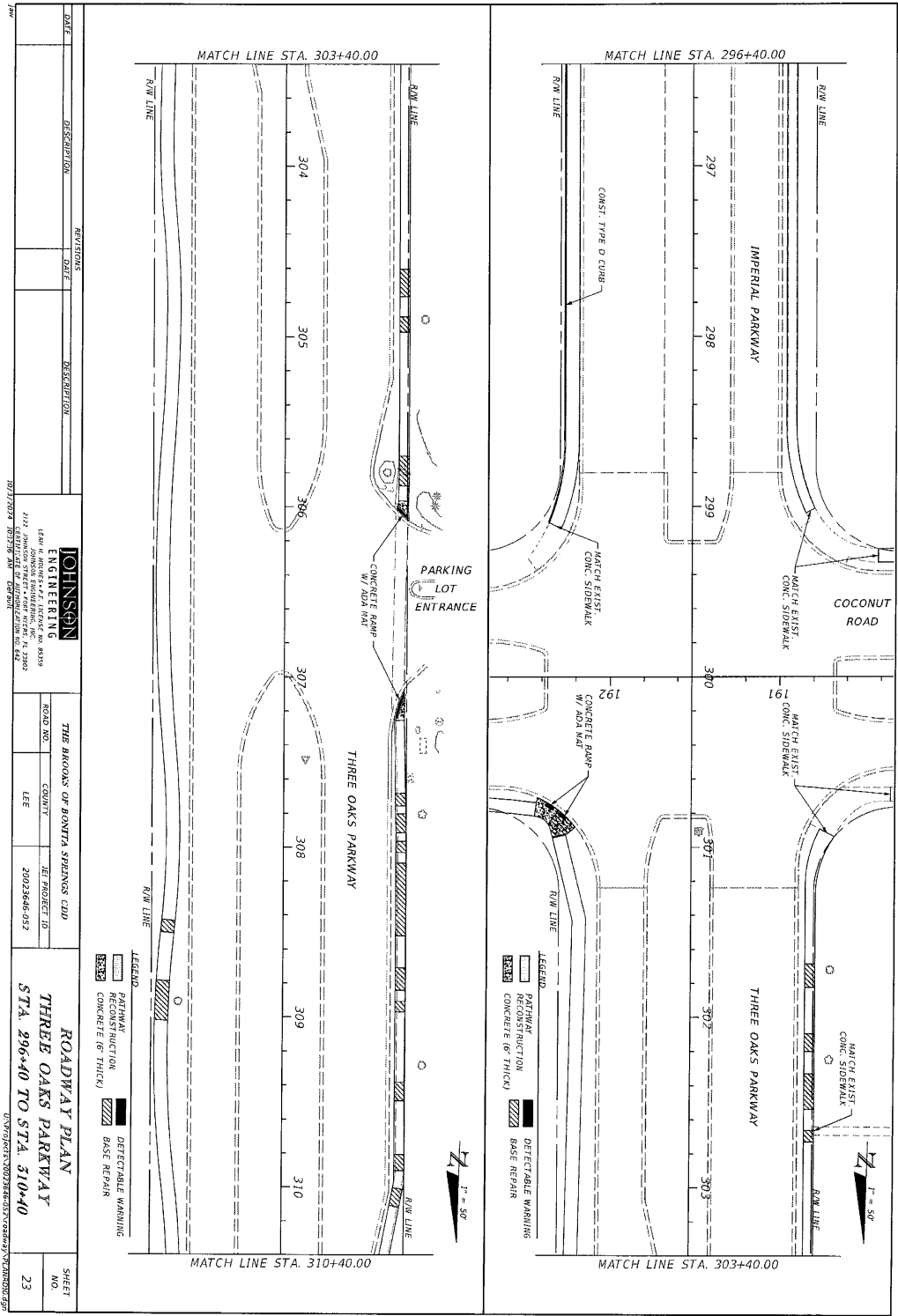


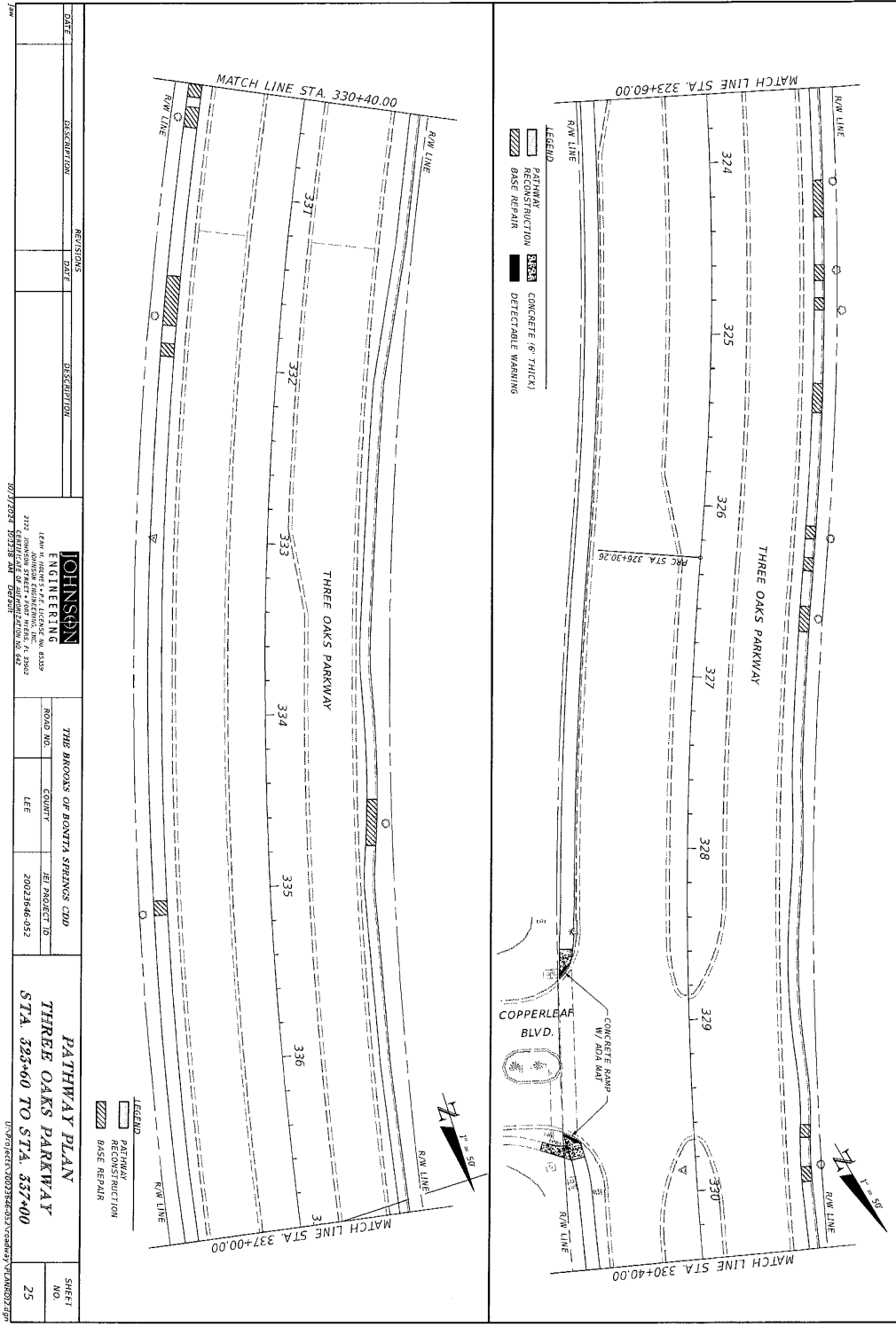


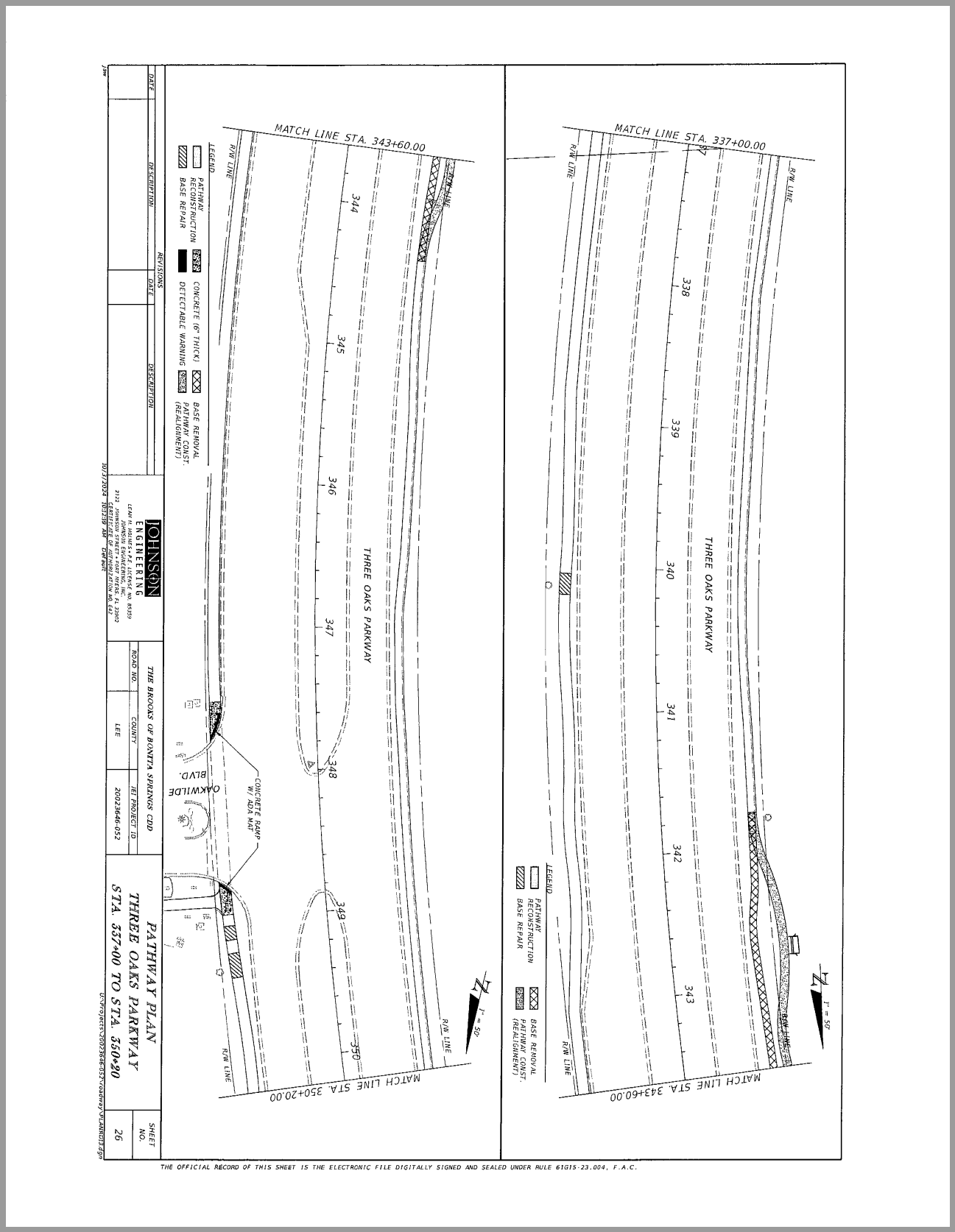


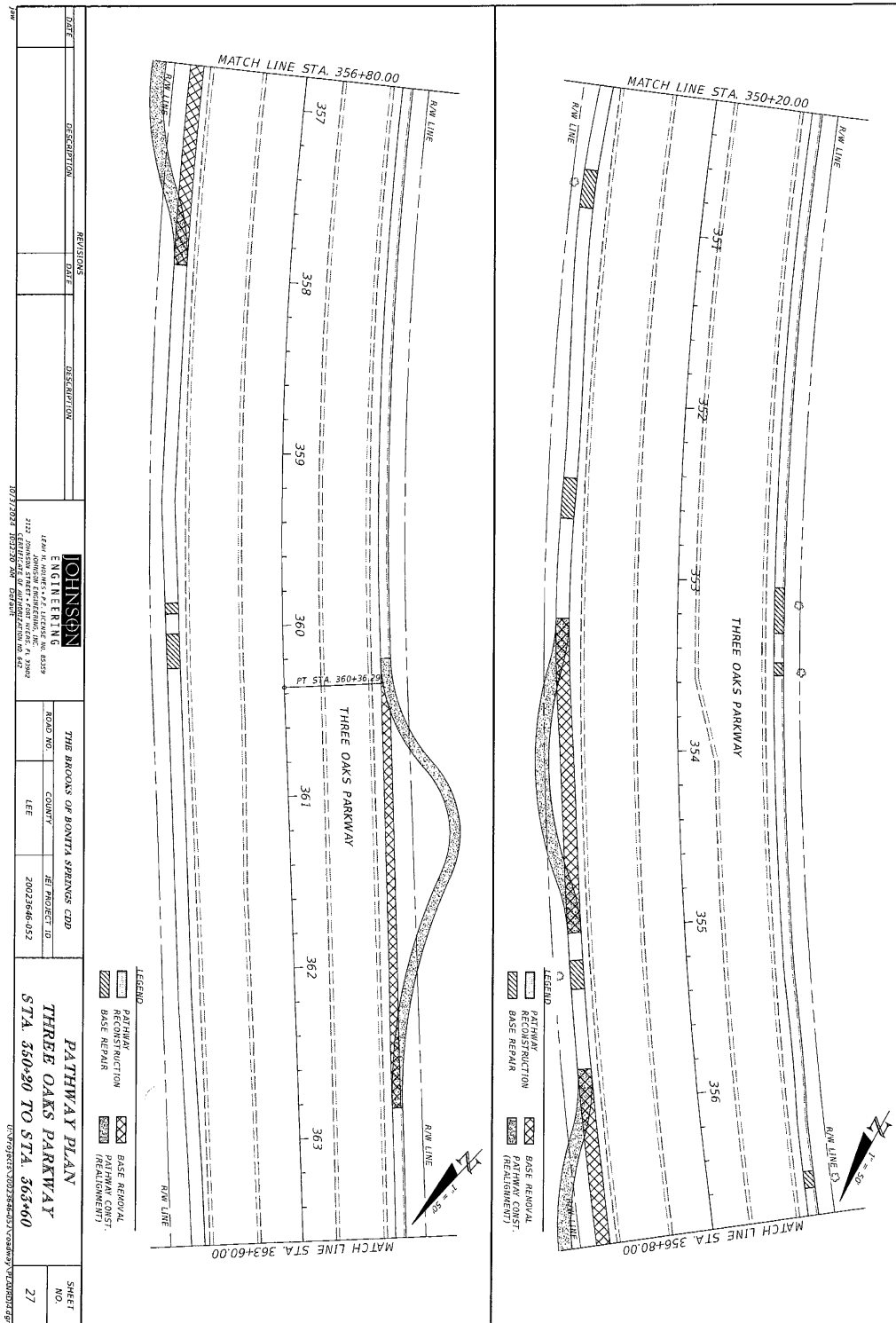


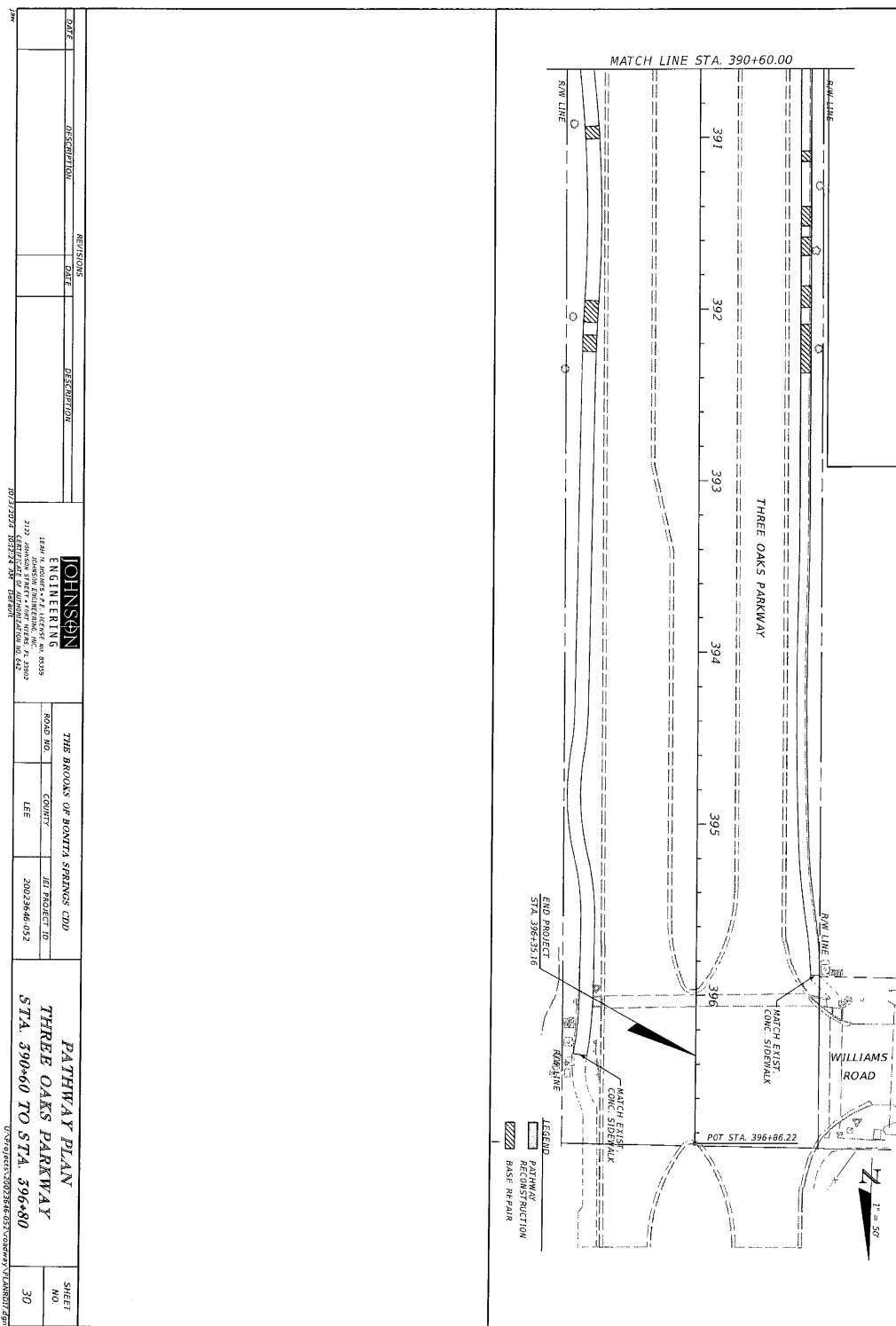


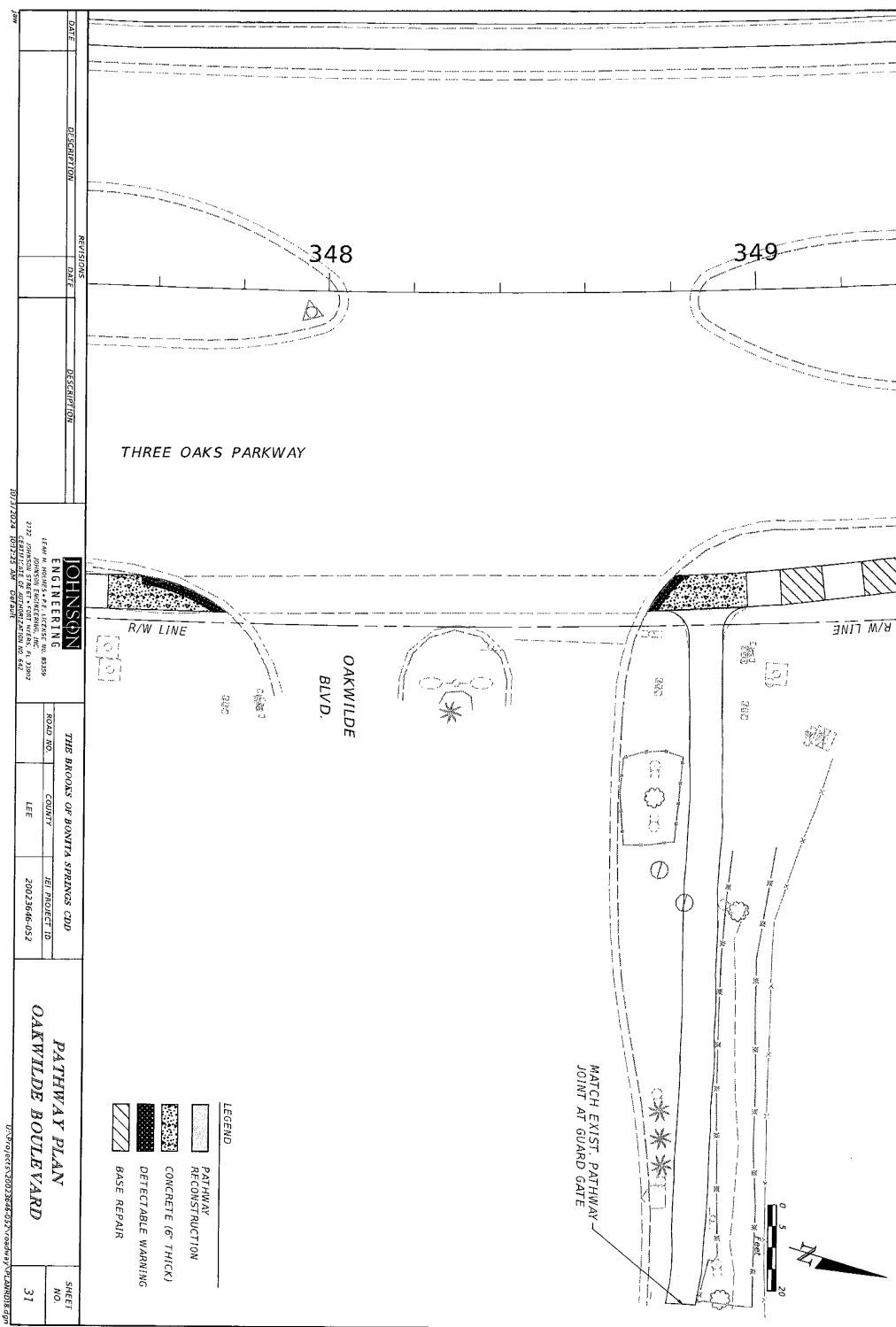












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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Corkscrew Road CMAR Contract Guaranteed Maximum Price (GMP) Addendum No. 01

Motion to approved Contract Number 24005 GMP Addendum No. 01 in the amount of \$21,468,380.20 with Wright Construction for the construction of the Corkscrew Road pathway, lighting, and landscaping improvements.

Instruct Village Staff and Wright Construction to remove the proposed landscaping and irrigation along the sides of Corkscrew Road and reduce the addendum to reflect the change in project scope.

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

Background:

The proposed project is located along Corkscrew Road from Ben Hill Griffin Parkway to the eastern side of Bella Terra (The Village eastern most boundary). A location map is attached. The project includes the construction of a 10-ft wide pathway on both sides of the road, landscaping, and decorative street lighting. The design and permitting of the project have been completed and the Village's consultant has obtained 90% of the required easement. The last remaining easements are expected to be obtain in the next 1-2 months. They are not expected to impact construction.

Description:

Wright Construction (the project CMAR) has completed their pre-construction services for the project including bidding, preparing a project GMP and project schedule.

The attached GMP Addendum will authorize Wright Construction to build pathway, landscaping and street lighting along Corkscrew Road per the approved construction plans.

Village Staff and Wright Construction will modify the GMP Addendum to exclude the landscaping and irrigation along the sides of the roadway to reduce overall project cost.

Action Requested:

Motion to approved Contract Number 24005 GMP Addendum No. 01 in the amount of \$21,468,380.20 with Wright Construction for the construction of the Corkscrew Road pathway, lighting, and landscaping improvements.

Instruct Village Staff and Wright Construction to remove the proposed landscaping and irrigation along the sides of Corkscrew Road and reduce the addendum to reflect the change in project scope.

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

Process and Timeline:

A more detailed project schedule is included within Contract 24005. The project is scheduled to be completed within 628 days of the project's notice to proceed.

Village Staff and Wright Construction will work to shorten the project schedule to reflect the reduced project scope associated with eliminating the landscaping and irrigation along the side of the road.

Financial Impact:

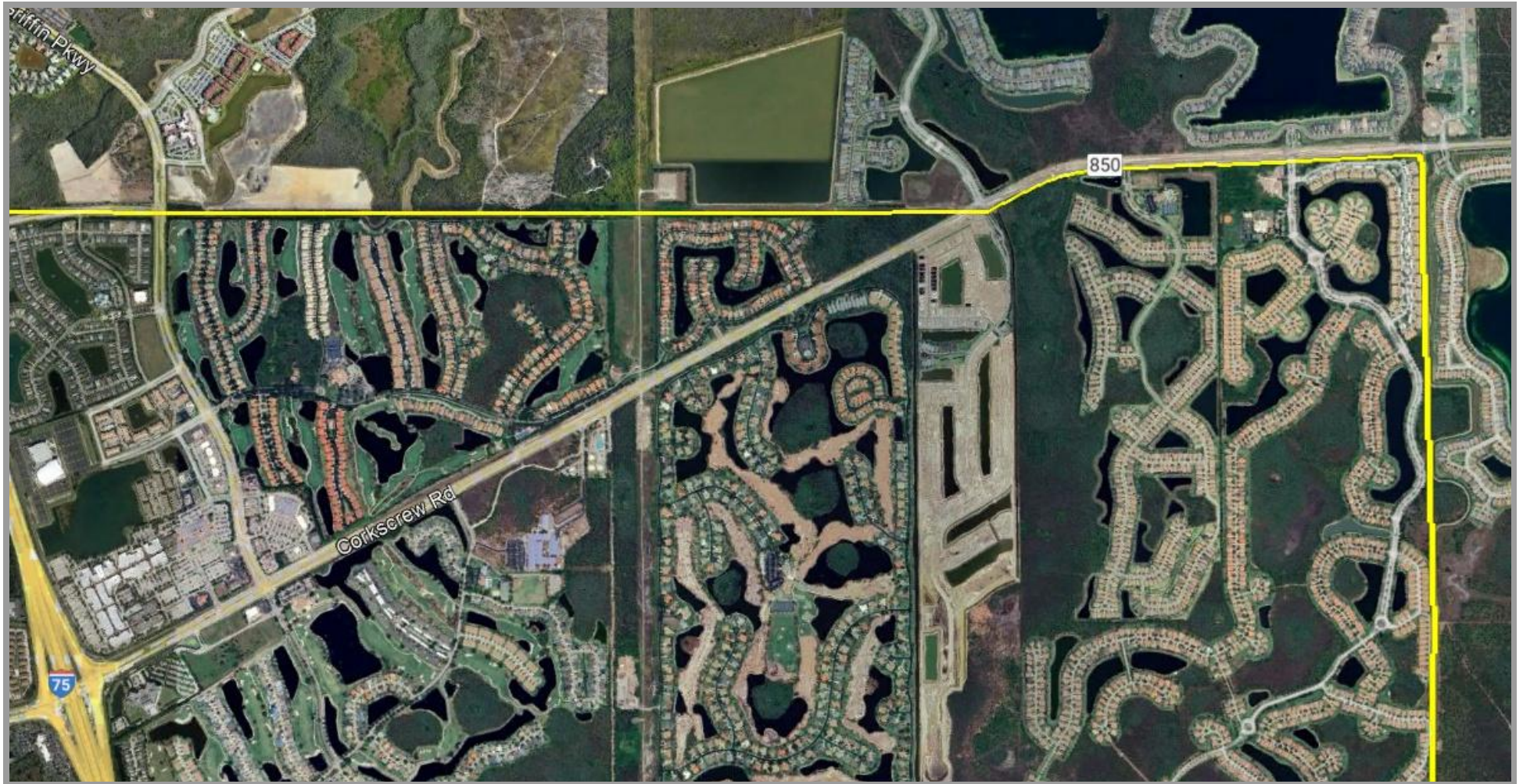
The contract's financial impact is \$21,468,380.20 (cost includes a 7.5% contingency). Funds in the Corkscrew Road Pathways, Landscaping, & Street Lighting Project Fiscal Year 2024-2025 budget (\$10.5 Million) and unallocated general funds will be used to fund this contract.

The 5-year CIP allocated \$10.5 million in both the Fiscal Year 2024- 2025 budget and the Fiscal Year 2025-2025 budget for the project for a total of \$21.0 million.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Roadway Plans
3. Landscape Plans
4. Contract 24005 GMP Addendum No. 01

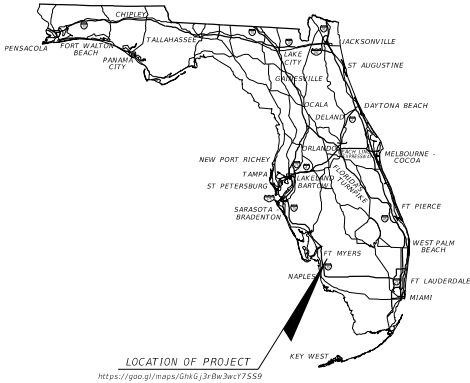
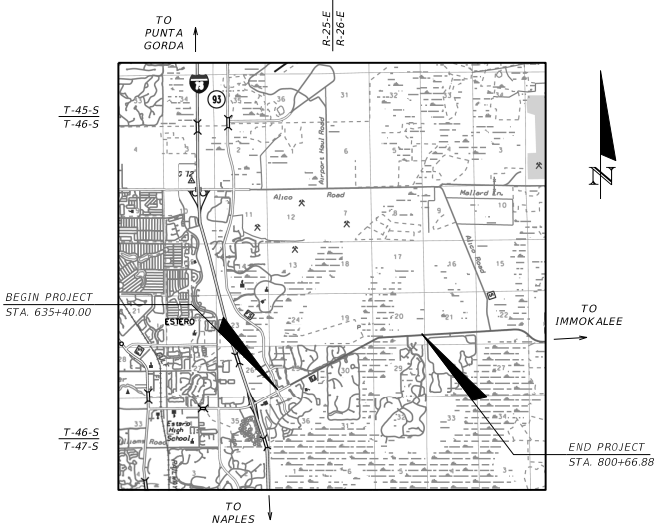


CONTRACT PLANS COMPONENTS

INDEX OF ROADWAY PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	SUMMARY OF PAY ITEMS
3	GENERAL NOTES
4 - 6	TYPICAL SECTIONS
7 - 30	PLAN SHEETS
31 - 42	PROFILE SHEETS
43 - 99	CROSS SECTIONS

VILLAGE OF ESTERO
CORKSCREW ROAD
PATHWAY IMPROVEMENTS
 BEN HILL GRIFFIN PARKWAY TO BELLA TERRA
 JEI PROJECT ID: 20203155-000
 COUNTY ROAD NO. 850



GOVERNING STANDARD PLANS:
 Florida Department of Transportation, FY2022-23 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

 Standard Plans for Road Construction and associated IRs are available at the following website: <http://www.fdot.gov/design/standardplans>

 Standard Plans for Bridge Construction are included in the Structures Plans Component

GOVERNING STANDARD SPECIFICATIONS:
 Florida Department of Transportation, January 2022 Standard Specifications for Road and Bridge Construction at the following website: <http://www.fdot.gov/programmanagement/Implemented/SpecBooks>

KEY SHEET REVISIONS	
DATE	DESCRIPTION

JOHNSON
ENGINEERING

ROADWAY PLANS
 ENGINEER OF RECORD:

RYAN K. BELL, P.E.
 P.E. NO.: 60010
 JOHNSON ENGINEERING, INC.
 2122 JOHNSON STREET
 FORT MYERS, FLORIDA 33901
 CONTRACT NO.:
 VENDOR NO.:
 CERTIFICATE OF AUTHORIZATION NO.: 642

VILLAGE OF ESTERO
 PROJECT MANAGER:

DAVID WILLEMS, P.E.

100% SUBMITTAL
 APRIL 2024

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
	24	1

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SUMMARY OF PAY ITEMS				PAY ITEM NOTES			
PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	QUANTITY				
101 1	MOBILIZATION	LS	1	102 1	ALL COSTS FOR PCMS SIGNS AND IMPLEMENTATION OF THE ADVANCE WARNING PLAN AND NECESSARY MAINTENANCE OF TRAFFIC SHALL BE INHERENT TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A DETAILED MOT PLAN SIGNED AND SEALED BY A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF FLORIDA IF NOT UTILIZING A FDOT STANDARD PLAN FROM INDEX 102-600 SERIES. ALL COST ASSOCIATED WITH PRODUCING, IMPLEMENTING AND MAINTAINING THE MOT PLAN SHALL BE INHERENT TO THIS PAY ITEM. THE MOT PLAN MUST BE SUBMITTED FOR REVIEW AND APPROVAL PRIOR TO COMMENCING CONSTRUCTION.		
102 1	MAINTENANCE OF TRAFFIC	LS	1	104 XXX	CONTRACTOR SHALL IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN AND ABIDE BY ALL NPDES REQUIREMENTS. ALL APPLICABLE COST SHALL BE INHERENT TO EROSION CONTROL PAY ITEMS.		
104 10 3	SEDIMENT BARRIERS - SILT FENCE	LF	21,048	110 1 1	CLEARING AND GRUBBING SHALL INCLUDE, BUT NOT BE LIMITED TO, THE REMOVAL OF ASPHALT, CONCRETE, SIDEWALK, CONCRETE CURB AND GUTTER, DRIVEWAYS, DRAINAGE STRUCTURES, DRAINAGE PIPES, CONDUIT, ROADWAY BASE, GRAVITY WALL AND VEGETATION / TREES. ALL CLEARING AND GRUBBING DEBRIS SHALL BE REMOVED FROM JOB SITE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE COUNTY. NO ADDITIONAL PAYMENT WILL BE MADE FOR REMOVAL OF EXISTING CONCRETE.		
104 12	STAKED TURBIDITY BARRIER- NYLON REINFORCED PVC	LF	477	107 2A	MOWING FREQUENCY ASSUMES CONSTRUCTION DURATION OF 30 MONTHS WITH 1 MOWING CYCLE PER MONTH. THE COUNTY WILL DETERMINE THE NEEDED MOWING FREQUENCY DURING CONSTRUCTION. NO PAYMENT WILL BE MADE FOR UNUSED QUANTITY. COST OF LITTER REMOVAL TO BE INCLUDED IN COST OF MOWING.		
104 18	INLET PROTECTION SYSTEM	LS	1	425 1 XXX 425 2 XXX	WHERE PROPOSED STRUCTURES CONNECT TO EXISTING PIPES, THE COST OF THE CONNECTION SHALL BE INHERENT TO THE COST OF THE STRUCTURE. THIS INCLUDES BUT IS NOT LIMITED TO SAW CUTTING EXISTING PIPE, PIPE REMOVAL, AND BRICK AND MORTAR CONNECTION.		
107 2A	MOWING (32 ACRES PER CYCLE 30 CYCLES)	LS	1	425 5	COST TO INCLUDE REMOVAL AND RESETTNG EXISTING INLET/ MANHOLE TOPS TO MATCH PROPOSED FINISHED GRADE.		
110 1 1	CLEARING & GRUBBING	LS	1	430 175 XXX	MATERIAL SHALL BE REINFORCED CONCRETE (RCP) WHERE PROPOSED PIPE IS TO CONNECT TO AN EXISTING STRUCTURE OR PIPE THE COST OF THE CONNECTION SHALL BE INHERENT TO THE COST OF PIPE. THIS INCLUDES CONCRETE COLLARS, MODIFICATION OF EXISTING STRUCTURES AND BRICK AND MORTAR.		
120 1	EXCAVATION REGULAR	CY	5,817	520 1 XXX	DROP CURB ADJACENT TO CURB RAMPS SHALL BE PAID AS PARENT CURB TYPE. ALL CURB TO BE PAID BASED ON FIELD MEASURED INSTALLED QUANTITY.		
120 6	EMBANKMENT	CY	32,770	522 2	D CURB ON BACK OF SIDEWALK AT CURB RAMP LOCATIONS SHALL BE INHERENT TO THE COST OF SIDEWALK. TOTAL 5' OF SIDEWALK INCLUDES 5' OF D CURB. DROP CURB AT CURB RAMP LOCATIONS TO BE PAID AS PARENT CURB.		
160 4	TYPE B STABILIZATION	SY	23,352	550 10 XXX	SHALL BE PAID BASED ON FIELD MEASURED INSTALLED QUANTITY.		
285 704	OPTIONAL BASE, BASE GROUP 04	SY	17,770	570 1 2	SHALL BE PAID BASED ON FIELD MEASURED INSTALLED QUANTITY FOR AREAS INTENDED TO BE DISTURBED BY THE PROPOSED IMPROVEMENTS. NO PAYMENT WILL BE MADE FOR SODDING AREAS OUTSIDE THE PROJECT AREA DISTURBED BY THE CONTRACTOR. CONTRACTOR SHALL BE RESPONSIBLE FOR RESTORING ANY AREA DISTURBED OUTSIDE THE PROJECT AREA.		
286 1	LIMEROCK BASE, 6" THICK	SY	59	530 3 4	COST OF FILTER FABRIC INCLUDED IN THE COST OF RIPRAP. FABRIC SHALL BE TOED IN A MINIMUM OF 1' AT THE TOP AND BOTTOM OF THE SLOPE.		
334 1 12	SUPERPAVE ASPHALTIC CONCRETE SP-9.5 (TRAFFIC B), 1.5"	TN	1,378.0				
350 4 5	REINFORCED CEMENT CONCRETE PAVEMENT, 8"	SY	120				
425 1 521	INLET, DT BOT, TYPE C, <10'	EA	4				
425 1 529	INLETS, DT BOT, TYPE C, MODIFY	EA	1				
425 1 541	INLET, DT BOT, TYPE D, <10'	EA	1				
425 1 581	INLET, DT BOT, TYPE H, <10'	EA	8				
425 2 43	MANHOLES, P-7, PARTIAL (TOP ONLY)	EA	1				
425 2 71	MANHOLES, J-7, <10'	EA	5				
425 2 73	MANHOLES, J-7, PARTIAL (TOP ONLY)	EA	1				
425 2 91	MANHOLES, J-B, <10'	EA	3				
425 2 93	MANHOLES, J-B, PARTIAL (TOP ONLY)	EA	1				
425 5	MANHOLE, ADJUST	EA	4				
425 11	MODIFY EXISTING DRAINAGE STRUCTURE	EA	6				
430 175 112	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 12"	LF	24				
430 175 118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	76				
430 175 124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	44				
430 175 130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"	LF	712				
430 175 136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 42"	LF	34				
430 175 224	PIPE CULVERT, OPTIONAL MATERIAL, ELLIP/ARCH, 19"x30"	LF	88				
430 175 236	PIPE CULVERT, OPTIONAL MATERIAL, ELLIP/ARCH, 29"x45"	LF	792				
430 175 242	PIPE CULVERT, OPTIONAL MATERIAL, ELLIP/ARCH, 34"x53"	LF	3,802				
430 984 125	MITERED END SECTION, OPTIONAL ROUND 18" SD	EA	1				
430 984 129	MITERED END SECTION, OPTIONAL ROUND 24" SD	EA	2				
430 984 138	MITERED END SECTION, OPTIONAL ROUND 36" SD	EA	1				
430 984 140	MITERED END SECTION, OPTIONAL ROUND 42" SD	EA	1				
430 984 629	MITERED END SECTION, OPTIONAL - ELLIPTICAL (19"x30") SD	EA	4				
430 984 638	MITERED END SECTION, OPTIONAL - ELLIPTICAL (29"x45") SD	EA	9				
430 984 640	MITERED END SECTION, OPTIONAL - ELLIPTICAL (34"x53") SD	EA	7				
520 1 7	CONCRETE CURB & GUTTER, TYPE E	LF	21				
520 1 10	CONCRETE CURB & GUTTER, TYPE F	LF	92				
522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	4,384				
527 2	DETECTABLE WARNINGS	SF	544				
530 3 4	RIPRAP, RUBBLE, F&I, DITCH LINING, 1.5" THICK	TN	191.9				
536 85 20	GUARDRAIL END TREATMENT TRAILING ANCHORAGE	EA	1				
550 10 221	FENCING, TYPE B, 5.1' - 6.0', STANDARD	LF	40				
550 10 222	FENCING, TYPE B, 5.1' - 6.0', STANDARD (VINYL COATING)	LF	231				
550 10 266	FENCING, TYPE B, 10.1'-12.0', STANDARD (VINYL COATING & BARED WIRE)	LF	191				
550 60 234	FENCE GATE, TYPE B, SLIDING/CANTILEVER, 18.1-20.0' OPENING	EA	1				
570 1 2	PERFORMANCE TURF, SOD	SY	73,969				
REVISIONS				LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION			
DATE	DESCRIPTION	DATE	DESCRIPTION	ROAD NO.	COUNTY	FINANCIAL PROJECT ID	SHEET NO.
					LEE	20203155-000	2
JOHNSON ENGINEERING 2122 JOHNSON STREET FORT MYERS, FL 33901 EB 642 & LB 642 RYAN K. BELL, P.E., NO. 60010				SUMMARY OF PAY ITEMS			
5/13/2024 2:22:57 PM Default				C:\Projects\20203155-000\Roadway\CESSRD01.dgn			

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ROADWAY GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (NGVD 1929).
2. HORIZONTAL DATUM = NAV 83 FLORIDA STATE PLANE, WEST ZONE.
3. EXISTING FACILITIES SHALL BE RESTORED TO THAT WHICH EXISTED PRIOR TO COMMENCING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
4. EXISTING DRAINAGE STRUCTURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
5. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vp, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.
6. ALL EXCAVATION IN CLOSE PROXIMITY TO A POWER POLE SHALL UTILIZE TRENCH BOXES OR OTHER MEANS OF SHORING TO ENSURE THE POLES ARE NOT UNDERMINED.
7. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA PRIOR TO CONSTRUCTION AND CONTACT SUNSHINE STATE ONE CALL.
8. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED. INFORMATION SHOWN IN UTILITY ADJUSTMENT SHEETS IS BASED ON BEST AVAILABLE DATA PROVIDED BY UAO'S AND SHOULD BE CONSIDERED CONCEPTUAL IN NATURE. CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH ALL UAO'S ON ANY NECESSARY RELOCATIONS OR ADJUSTMENTS.
9. UTILITY/AGENCY OWNERS:
- | COMPANY | CONTACT | TELEPHONE NUMBERS |
|------------------------------|-------------------|--------------------------|
| CENTURYLINK | ANTHONY ZAWACKY | (239) 920-5917 |
| CONCAST | MICHAEL LETZELTER | (239) 986-6975 |
| FLORIDA POWER & LIGHT | MICHAEL MARTINEZ | (239) 353-6047 |
| LEE COUNTY SIGNAL DEPARTMENT | TOM WATTS | (239) 964-7600 EXT. 4126 |
| LEE COUNTY IRRIGATION | RYAN KIRSCH | (239) 533-9500 |
| LEE COUNTY UTILITIES | BRETT ZIMMERMAN | (239) 292-2338 |
| CROWN CASTLE NG | CHUCK FERGUSON | (570) 872-5637 |
| TECO GAS - FORT MYERS | GREGORY THOMPSON | (407) 799-7438 |
10. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF ESTERO WITHOUT DELAY.
11. CONTRACTOR SHALL PROMPTLY REPORT ALL FIELD CHANGES TO ENGINEER.
12. CONTRACTOR SHALL ACCURATELY PLOT THE LOCATIONS, DEPTHS AND DIMENSIONS OF ALL IMPROVEMENTS ON A FINAL SET OF RECORD DRAWINGS PREPARED BY A FLORIDA REGISTERED LAND SURVEYOR. RECORD DRAWINGS SHALL BE SIGNED AND SEALED ON 11"x17" PAPER AND DELIVERED TO THE ENGINEER PRIOR TO PROJECT COMPLETION. COST OF RECORD DRAWINGS IS INHERENT TO COST OF MOBILIZATION.
13. ALL EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL MANUAL.
14. CONTRACTOR TO MAINTAIN EXISTING TRAFFIC / ACCESS, EXISTING DRAINAGE AND EXISTING UTILITIES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY THE VILLAGE OF ESTERO.
15. CONSTRUCTION STAKING IS THE CONTRACTOR'S RESPONSIBILITY. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THESE SERVICES DURING CONSTRUCTION.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL CONSTRUCTION-RELATED PERMITTING. PAYMENT FOR ACQUISITION OF CONSTRUCTION-RELATED PERMITS SHALL BE INCIDENTAL TO THE COST OF CONSTRUCTION-RELATED ACTIVITIES. NO ADDITIONAL PAYMENT SHALL BE MADE.
17. CONTRACTOR SHALL OBTAIN A NPDES PERMIT, IMPLEMENT A STORMWATER POLLUTION PREVENTION PLAN AND ABIDE BY ALL NPDES REQUIREMENTS. ALL APPLICABLE COST SHALL BE INHERENT TO EROSION CONTROL PAY ITEM.
18. CONTRACTOR SHALL NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD THE CONTRACTOR REQUIRE SUCH FOR PERFORMING THE CONTRACTED WORK, THE CONTRACTOR SHALL REQUEST, IN WRITING, WRITTEN PERMISSION FROM THE PROJECT MANAGER. THE CONTRACTOR SHALL PROVIDE THE PROJECT MANAGER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (MSDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED AN MSDS SUBMITTAL.
- ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT BY THE CONTRACTOR SHALL BE IMMEDIATELY REPORTED TO THE PROJECT MANAGER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE PROJECT MANAGER WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. THE CONTRACTOR SHALL NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE PROJECT MANAGER.
19. PRIOR TO INCORPORATION INTO THE PROJECT, A CERTIFICATION FROM THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES DIVISION OF PLANT INDUSTRY, STATING THAT THE SOD, HAY, STRAW AND MULCH MATERIALS ARE FREE OF NOXIOUS WEEDS, INCLUDING TROPICAL SODA APPLE, SHALL BE FURNISHED TO THE PROJECT MANAGER BY THE CONTRACTOR. ALL SOD MATERIALS SHALL BE SUBJECT TO INSPECTION BY THE COUNTY OR APPOINTED REPRESENTATIVE PRIOR TO PLACEMENT. ANY SOD WITH NOXIOUS WEEDS AND GRASSES, INCLUDING TROPICAL SODA APPLE, SHALL BE REJECTED FOR USE ON THE PROJECT.

20. AT THE COMPLETION OF THIS PROJECT, ALL DISTURBED SURFACES SHALL BE COVERED BY TURF.
21. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL EXISTING CONVEYANCES AND DRAINAGE CONNECTIONS WITHIN THE PROJECT LIMITS AT ALL TIMES. ANY EXISTING DRAINAGE FEATURES TO BE REMOVED OR REPLACED SHALL HAVE EQUAL OR BETTER CAPACITY IN PLACE PRIOR TO THAT FEATURE BEING IMPACTED. ALL COST FOR TEMPORARY DRAINAGE SHALL BE INHERENT TO OTHER PAY ITEMS.
22. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES MAY EXTEND INTO THE STABILIZED PORTION OF THE ROADBED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION AT THESE LOCATIONS. PRE-MIXED MATERIAL OR BASE IN LIEU OF IS SUGGESTED IN THESE AREAS.
23. STATION/OFFSETS SHOWN FOR MITERED END SECTIONS ARE TO THE END OF THE STRUCTURE AT THE CENTERLINE OF THE PIPE.
24. FOR CURB INLETS WITHIN OR ADJACENT TO SIDEWALK THE TOPS SHALL BE SET/ADJUSTED SUCH THAT TOP OF INLET IS FLUSH WITH SURROUNDING SHARED USE PATH AND MEET ALL ADA REQUIREMENTS. EDGES ADJACENT TO CONCRETE SHARED USE PATH SHALL HAVE 1/2" EXPANSION JOINT MATERIAL COST IN CONSIDERED INHERENT TO THE DRAINAGE STRUCTURE.
25. CONTRACTOR SHALL REPLACE ANY EXISTING SIDE STREET MARKINGS OBLITERATED DURING CONSTRUCTION.
26. ALL PROPOSED PIPE WITHIN THE RIGHT-OF-WAY SHALL BE REINFORCED CONCRETE PIPE (RCP/ERC/P).
27. SOD QUANTITY INCLUDES ONLY THOSE AREAS INTENDED TO BE DISTURBED BY PROPOSED IMPROVEMENTS. OTHER DISTURBED AREAS NOT INTENDED TO BE DISTURBED, INCLUDING BUT NOT LIMITED TO STAGING AREAS, STOCKPILE AREAS, ETC., SHALL BE SODDED AT NO ADDITIONAL COST.
28. EXISTING DRIVEWAYS WITHIN THE LIMITS OF THIS PROJECT ARE TO BE REPLACED AT THE SAME LOCATION AND WIDTH, UNLESS OTHERWISE SHOWN IN THE PLANS.
29. CONTRACTOR TO NOTIFY THE PROJECT MANAGER IMMEDIATELY IF UNSUITABLE SUBSOIL CONDITIONS ARE ENCOUNTERED.
30. CONTRACTOR SHALL BE AWARE OF EXISTING UTILITIES TO REMAIN ALONG THE CORRIDOR, CARE SHALL BE TAKEN NOT TO DAMAGE THESE FACILITIES DURING CONSTRUCTION.
31. THE CONTRACTOR SHALL BE AWARE OF THE POSSIBLE PRESENCE OF ROCK WITHIN THE PROJECT LIMITS THAT MAY BE ENCOUNTERED WHILE PERFORMING EXCAVATIONS AND UNDERGROUND INSTALLATIONS. GEOTECHNICAL REPORTS WITH BORINGS ARE INCLUDED IN THE CONTRACT DOCUMENTS FOR INFORMATIONAL PURPOSES ONLY, AS THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR FINAL SUBSURFACE DETERMINATION. THE CONTRACTOR SHALL CONSIDER THE INCREASE IN COST FOR ALL UNDERGROUND WORK ACTIVITIES AND INCLUDE SUCH COSTS IN HIS BID. ALL COSTS ASSOCIATED WITH ENCOUNTERED ROCK OR ROCK-LIKE MATERIAL SHALL BE INCLUDED IN THE APPROPRIATE ITEMS OF WORK CONTAINED WITHIN THE CONTRACT. NO ADDITIONAL COMPENSATION WILL BE MADE.
32. DEWATERING IS NOT INCLUDED IN CURRENT PERMITS. IF THE CONTRACTOR CHOOSES TO DEWATER A PERMIT MUST BE OBTAINED AT THE CONTRACTORS EXPENSE. ALL ASSOCIATED PERMITTING AND DEWATERING COSTS SHALL BE INHERENT TO OTHER PAY ITEMS. NO ADDITIONAL PAYMENT WILL BE MADE.
33. CLEARING AND GRUBBING IS INTENDED ONLY FOR THOSE AREAS WITHIN THE FOOTPRINT OF ACTUAL IMPROVEMENTS. CONTRACTOR SHALL SET SILT FENCE AT APPROXIMATE EDGE OF IMPROVEMENTS PER CROSS SECTIONS AND CONFIRM WITH VILLAGE OF ESTERO PRIOR TO CLEARING. EXISTING VEGETATION WITHIN EASEMENTS BUT OUTSIDE IMPACT FOOTPRINT SHALL REMAIN AS IS.
34. EXISTING STORM PIPES WITHIN THE PROJECT SHALL BE PROTECTED TO AVOID ANY SEDIMENTATION DURING CONSTRUCTION. ANY SEDIMENTATION SHALL BE REMOVED AT THE CONTRACTORS EXPENSE.

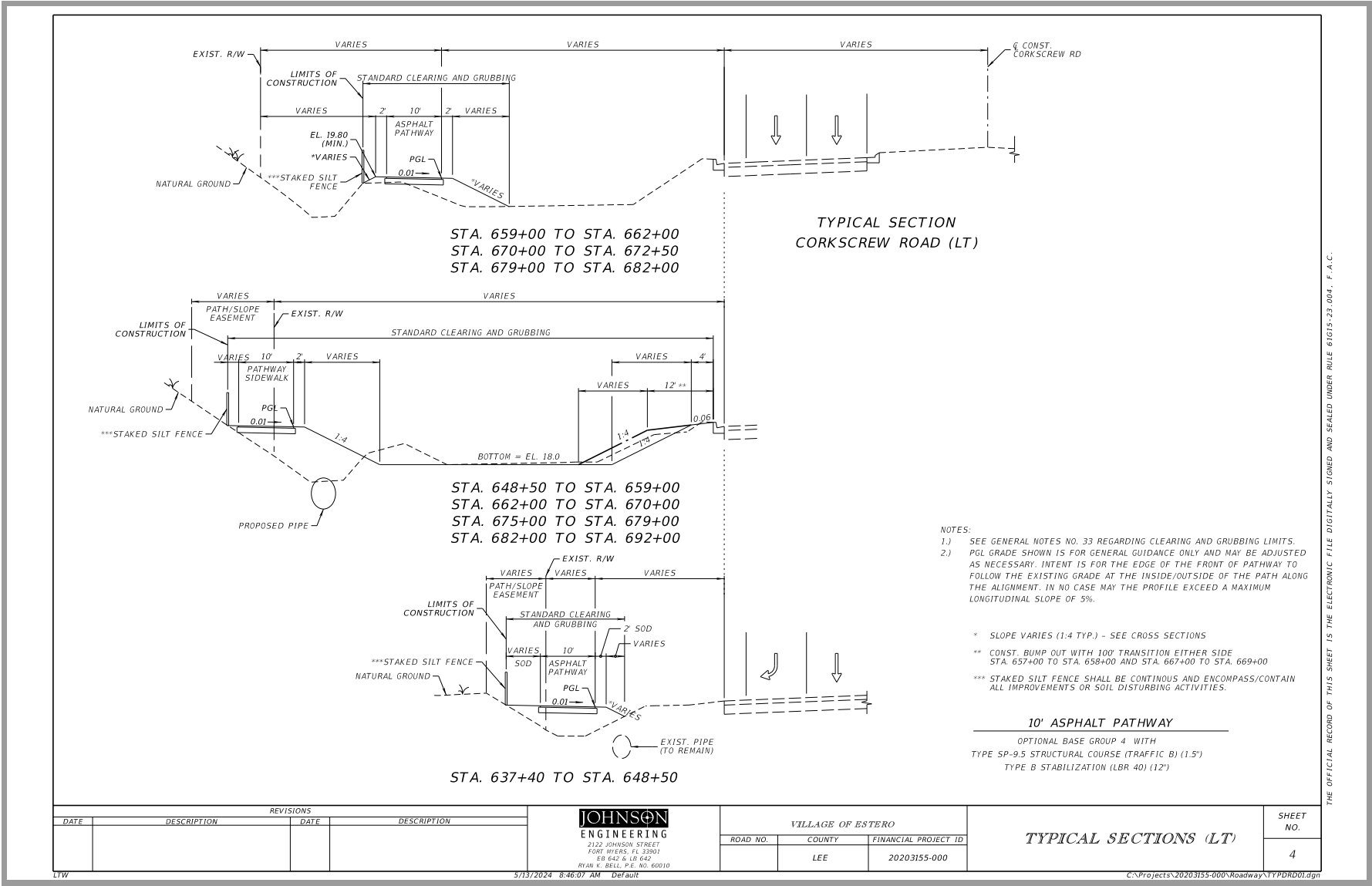
REVISIONS				JOHNSON ENGINEERING 1122 JOHNSON STREET FORT MYERS, FL 33901 EB 642 & LB 642 RYAN K. BELL, P.E. NO. 60010	VILLAGE OF ESTERO			PROJECT NOTES	SHEET NO. 3
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
						LEE	20192030-000		

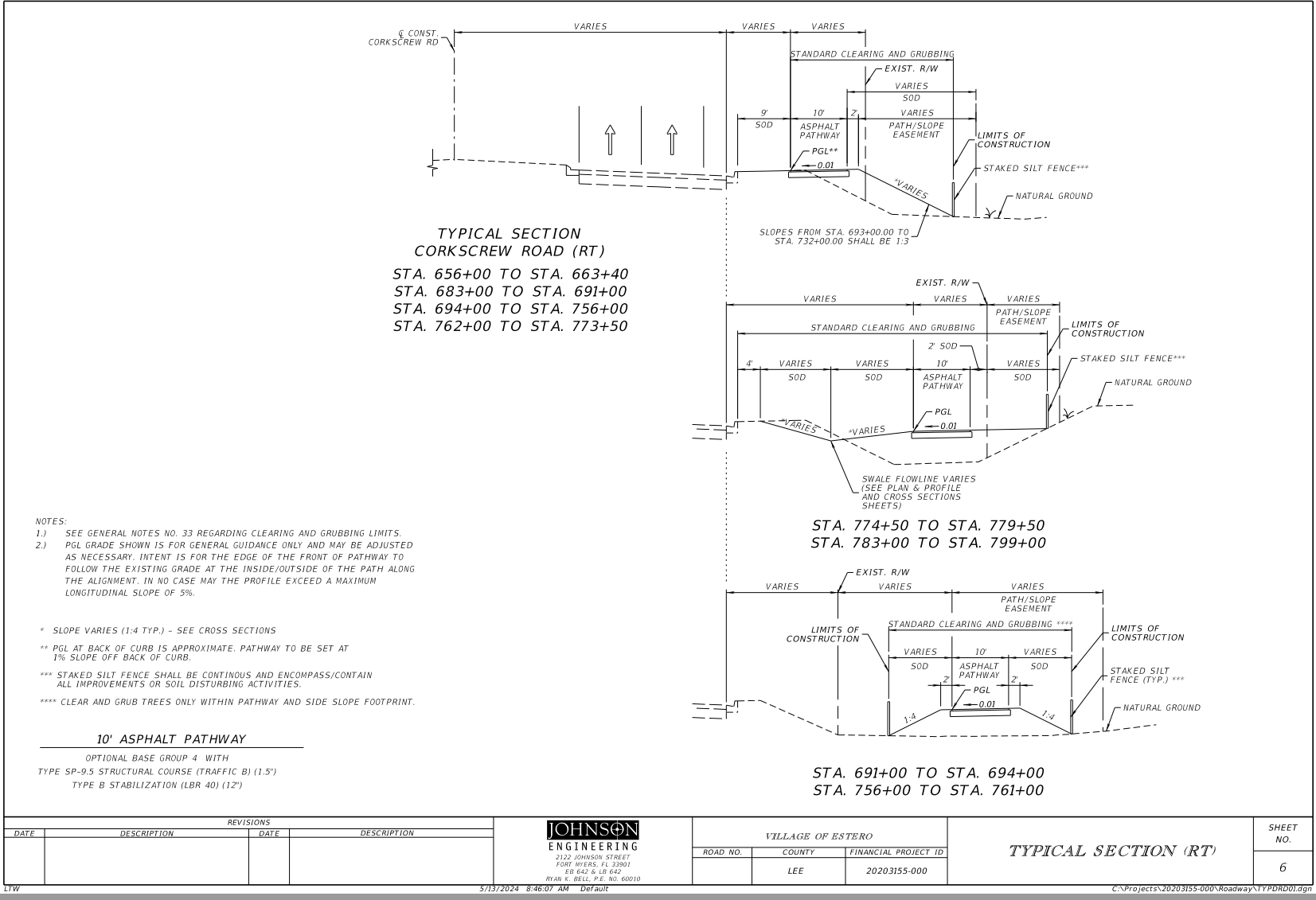
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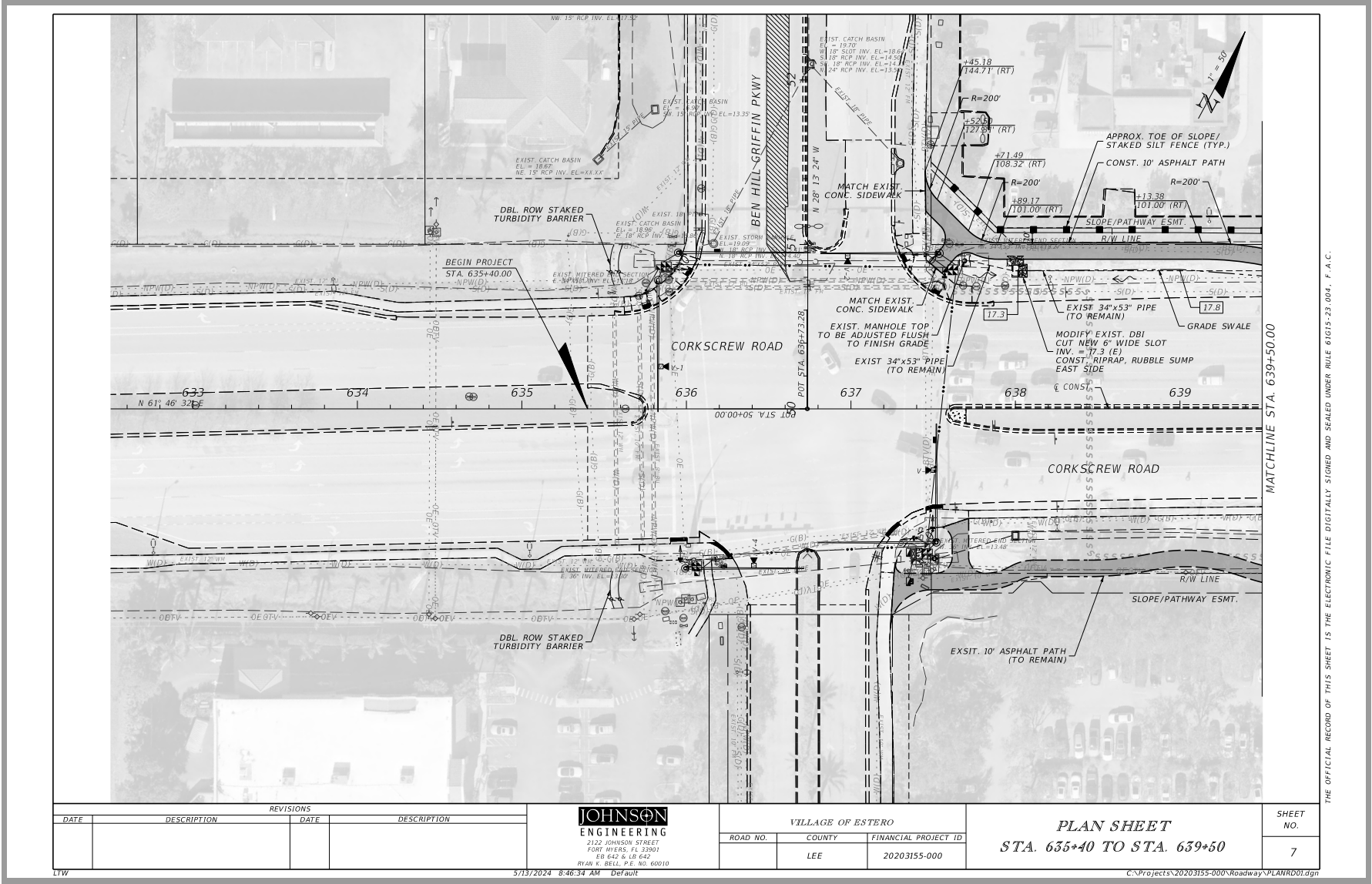
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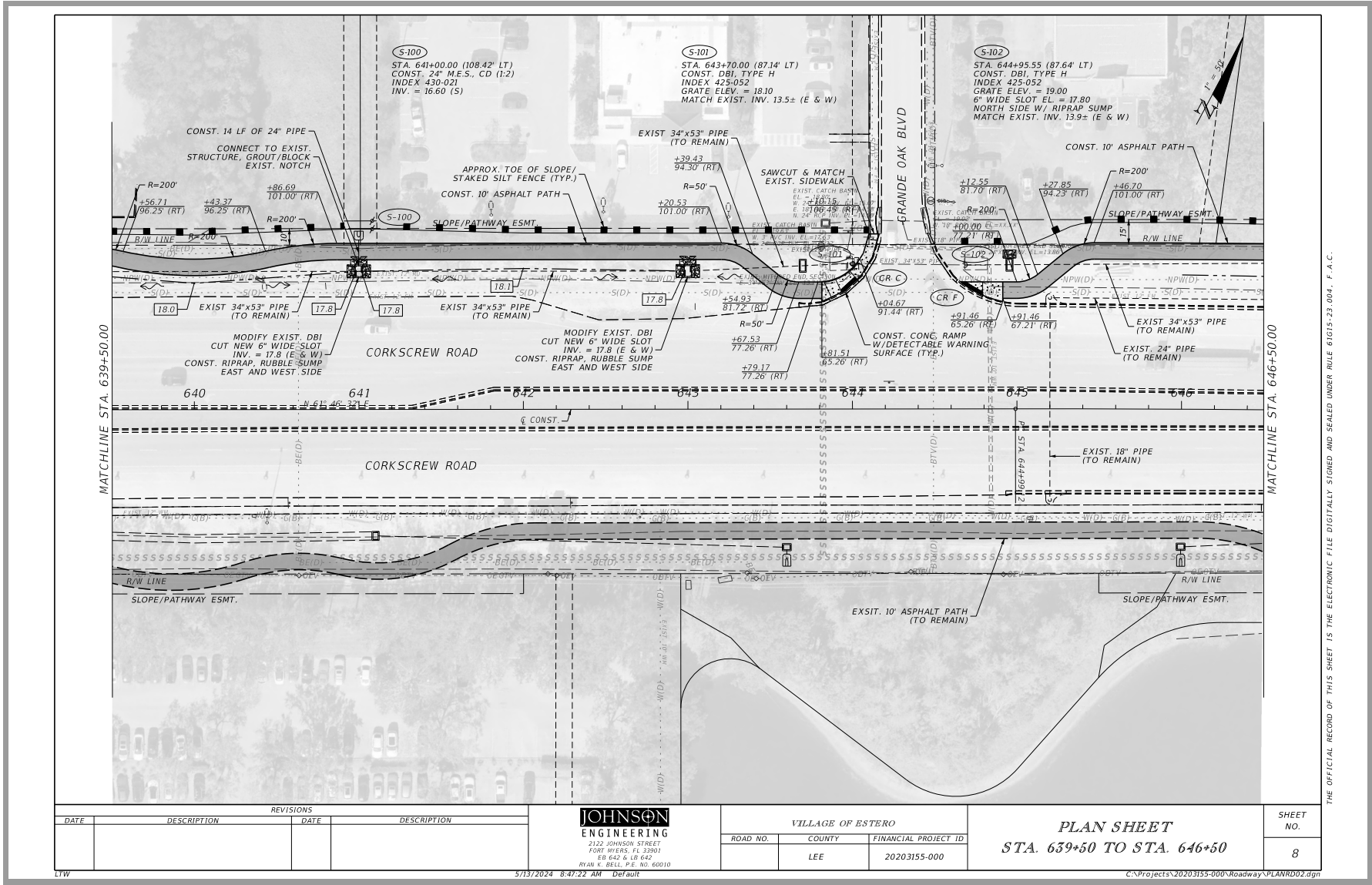
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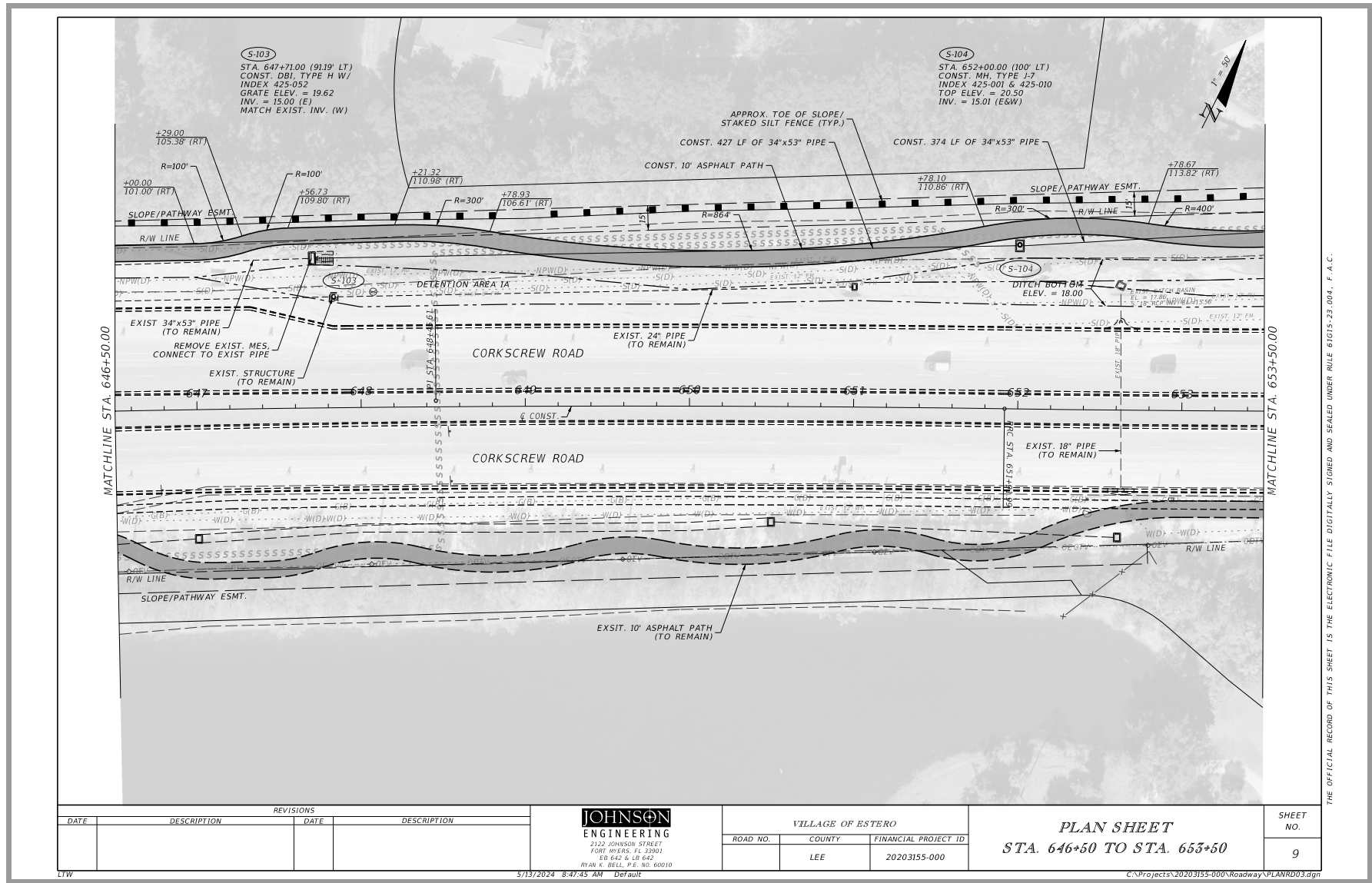


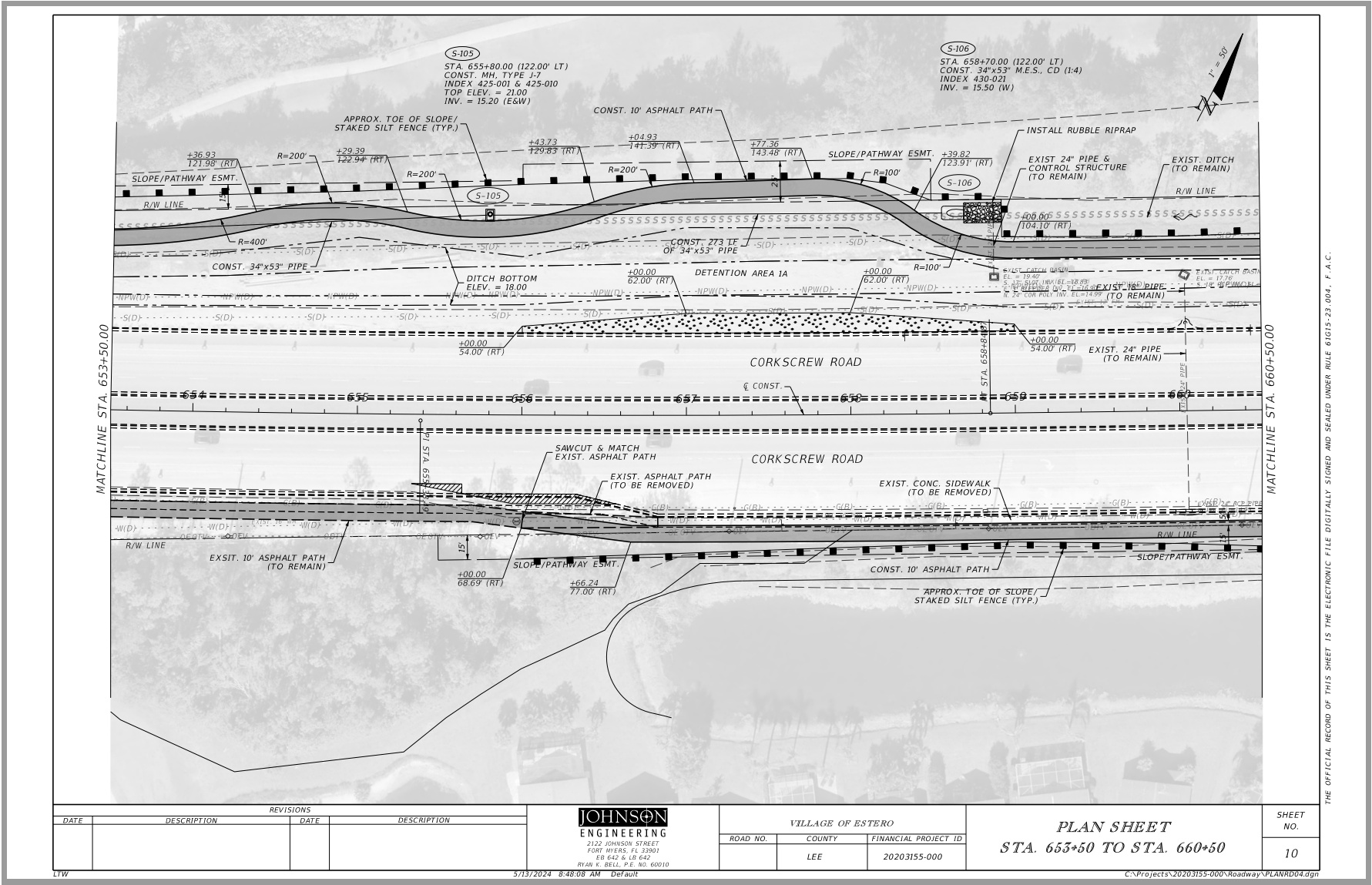


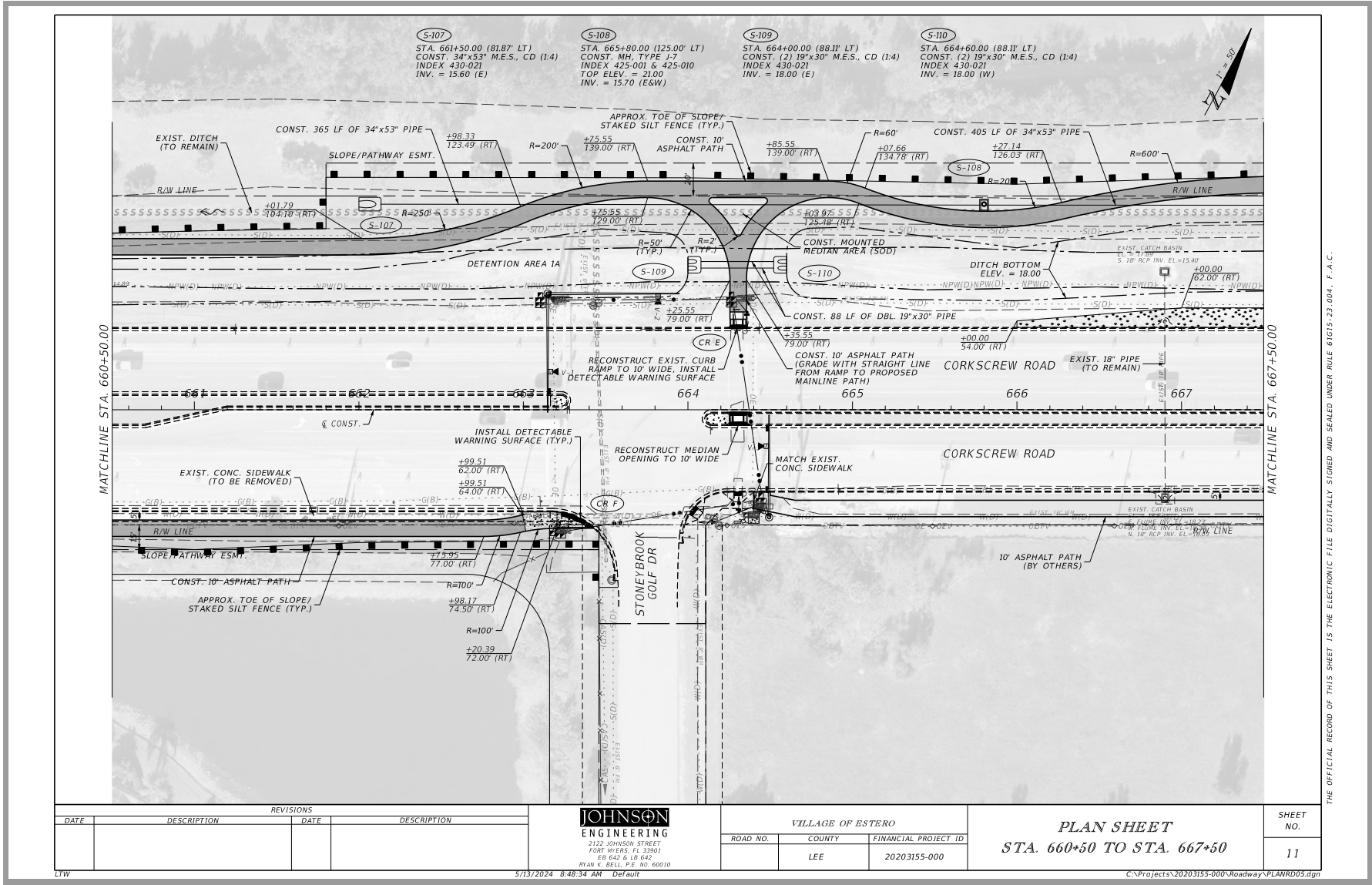
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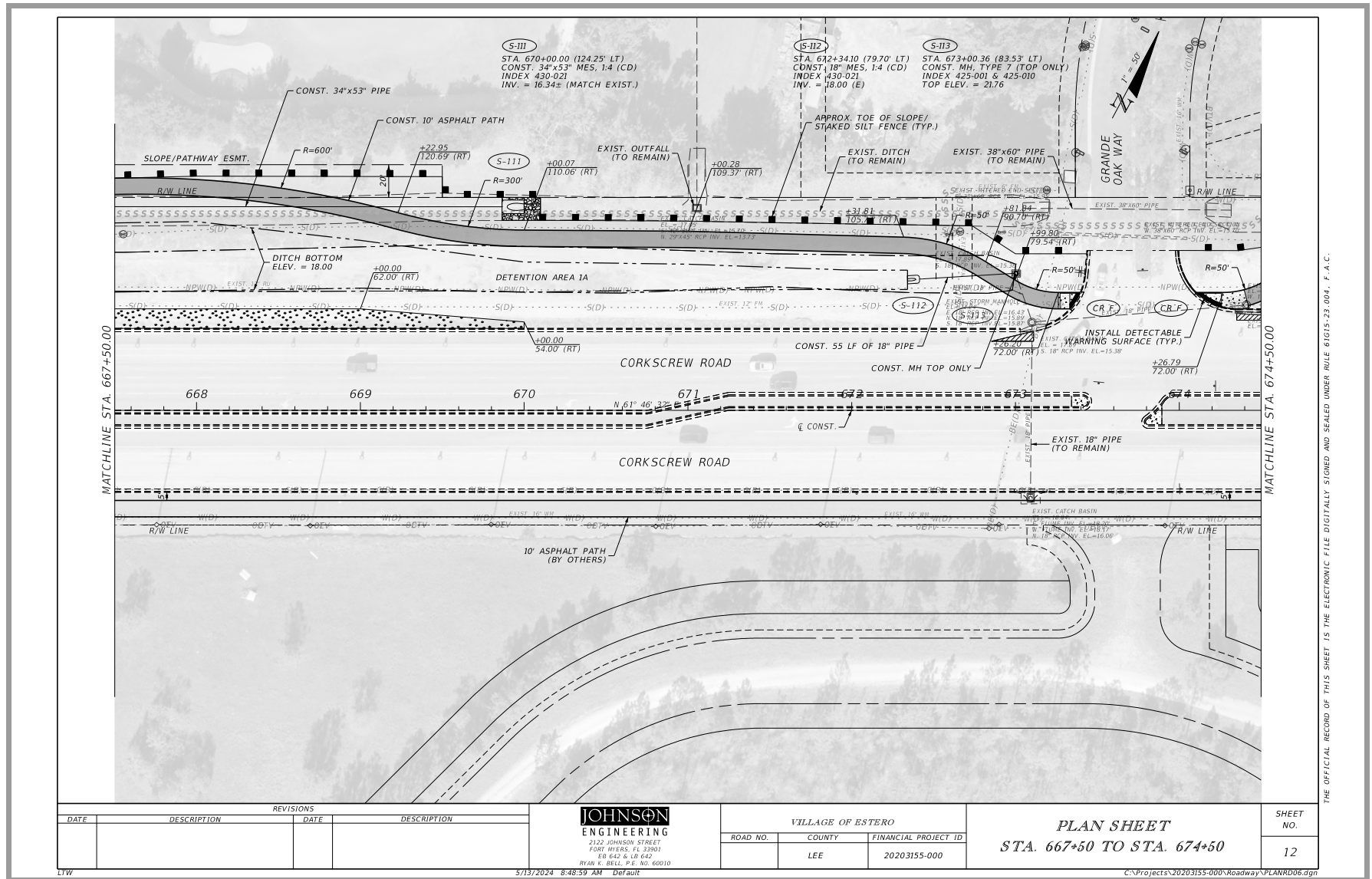


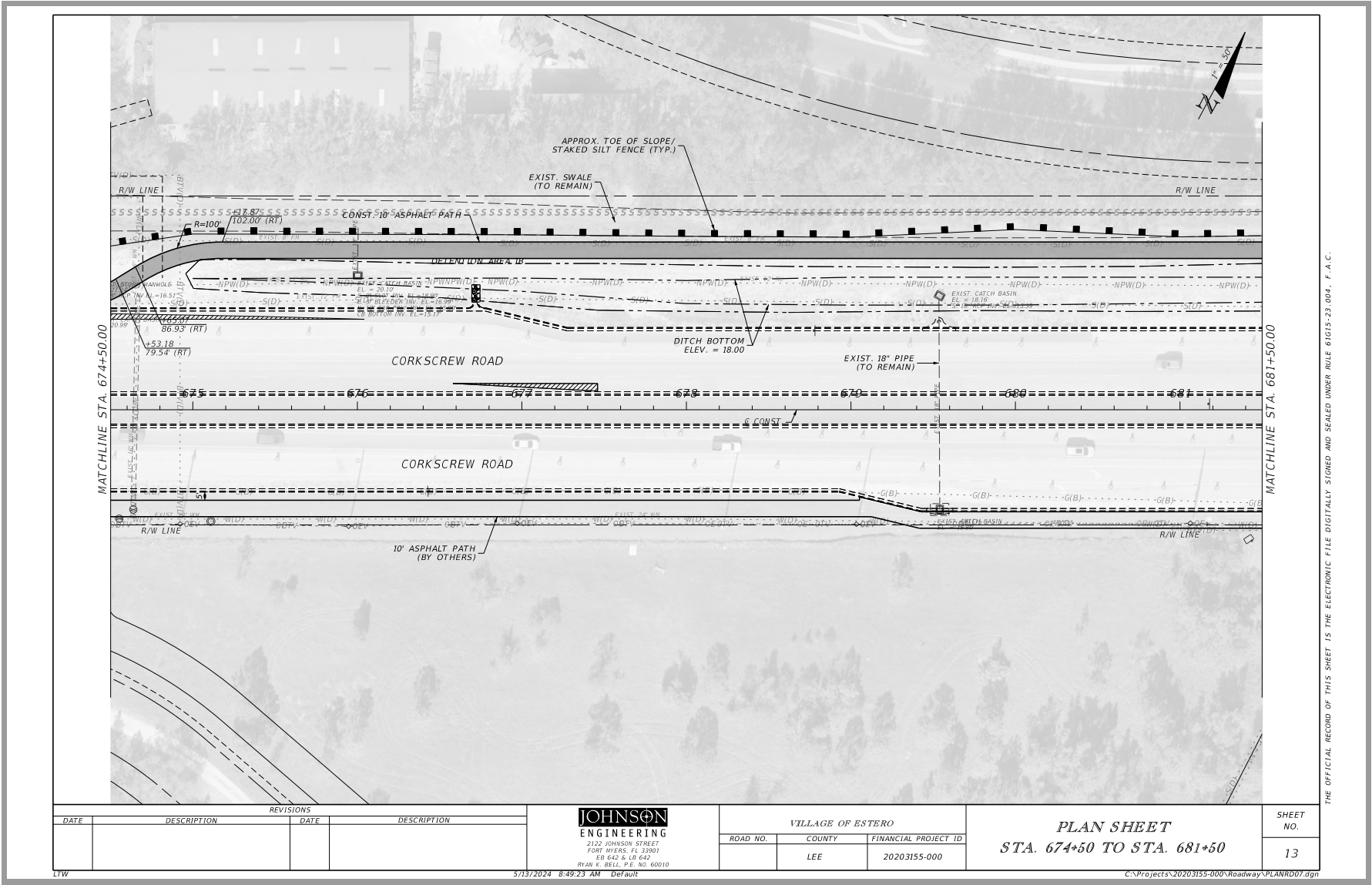


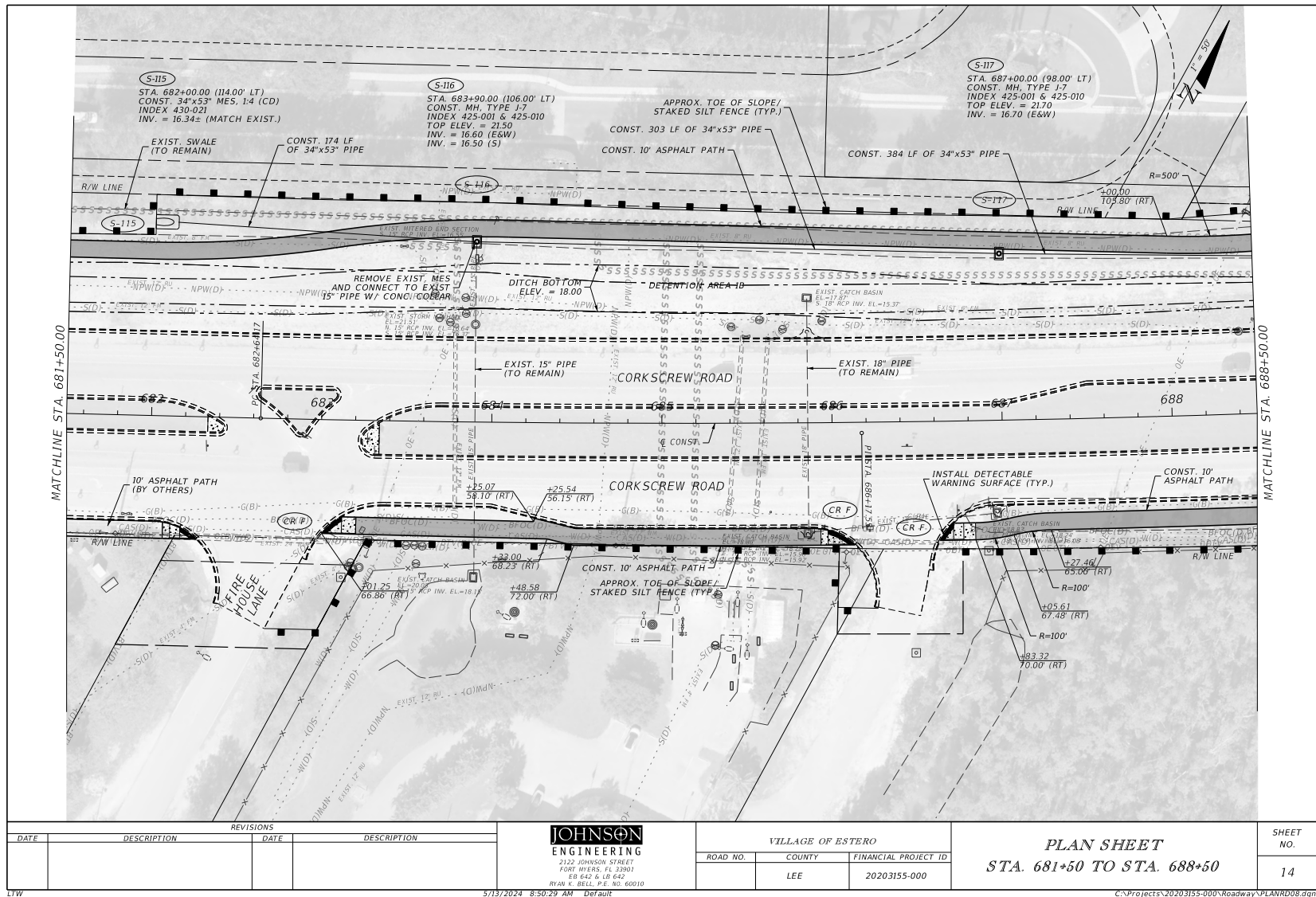


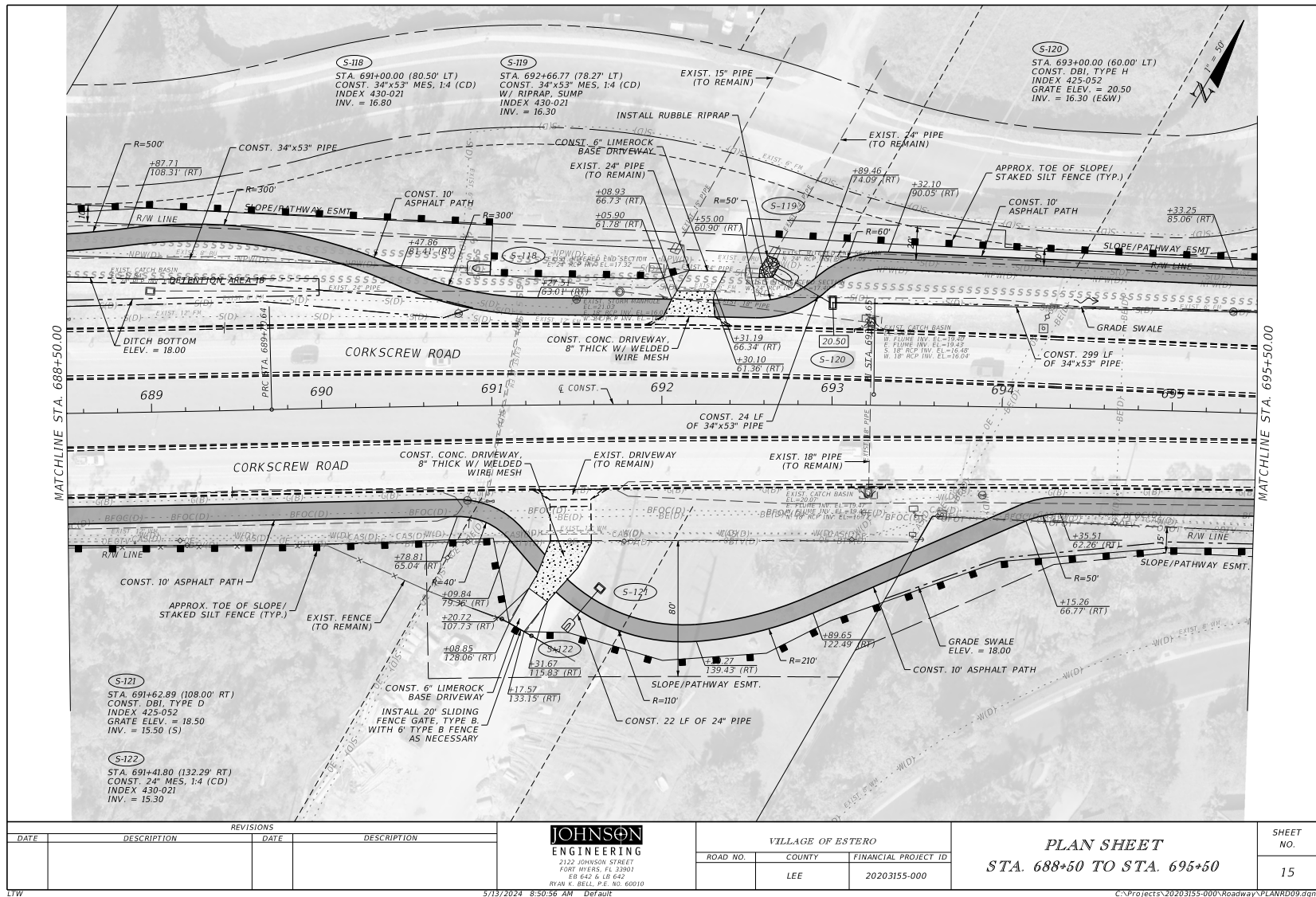


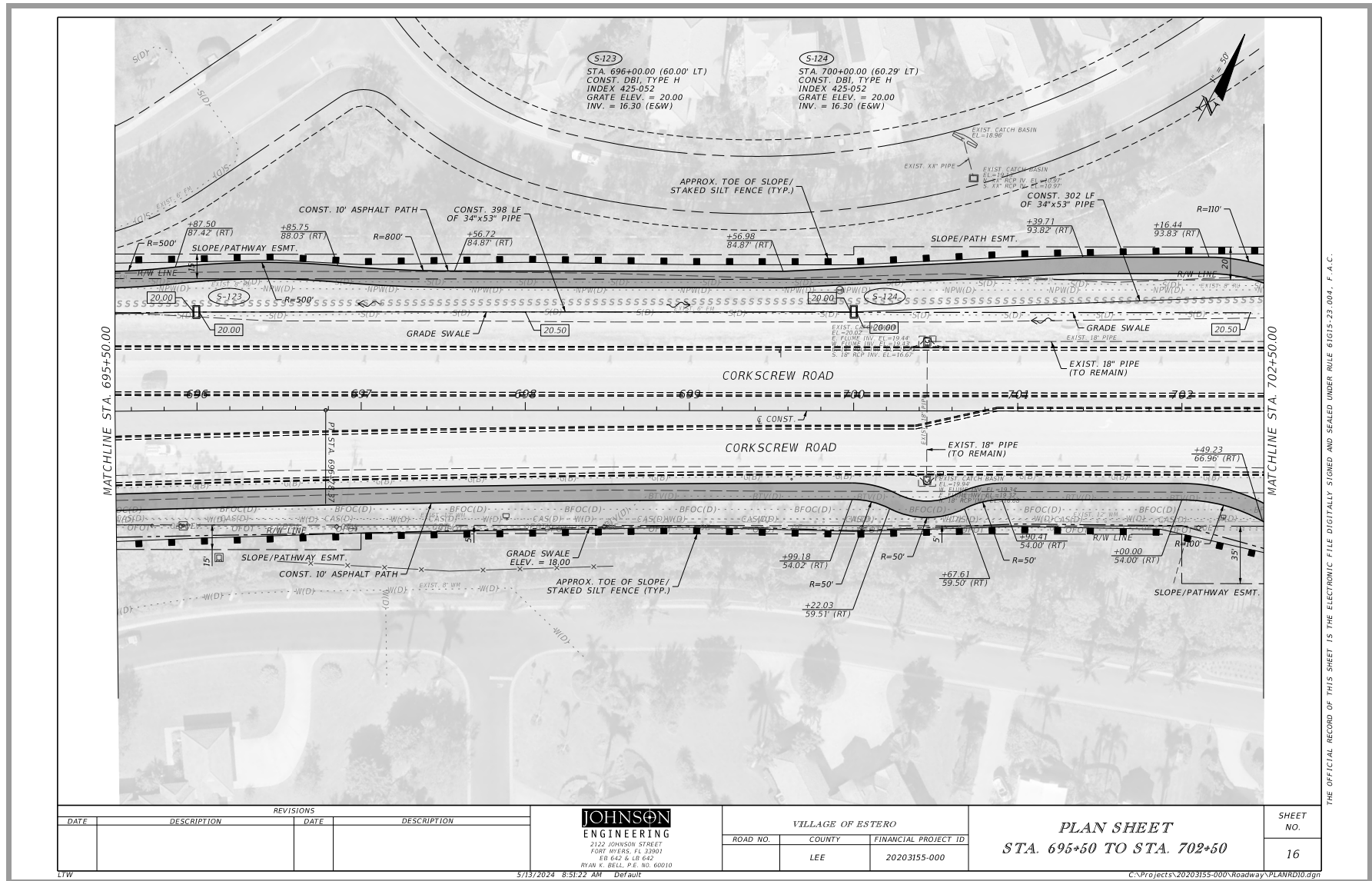


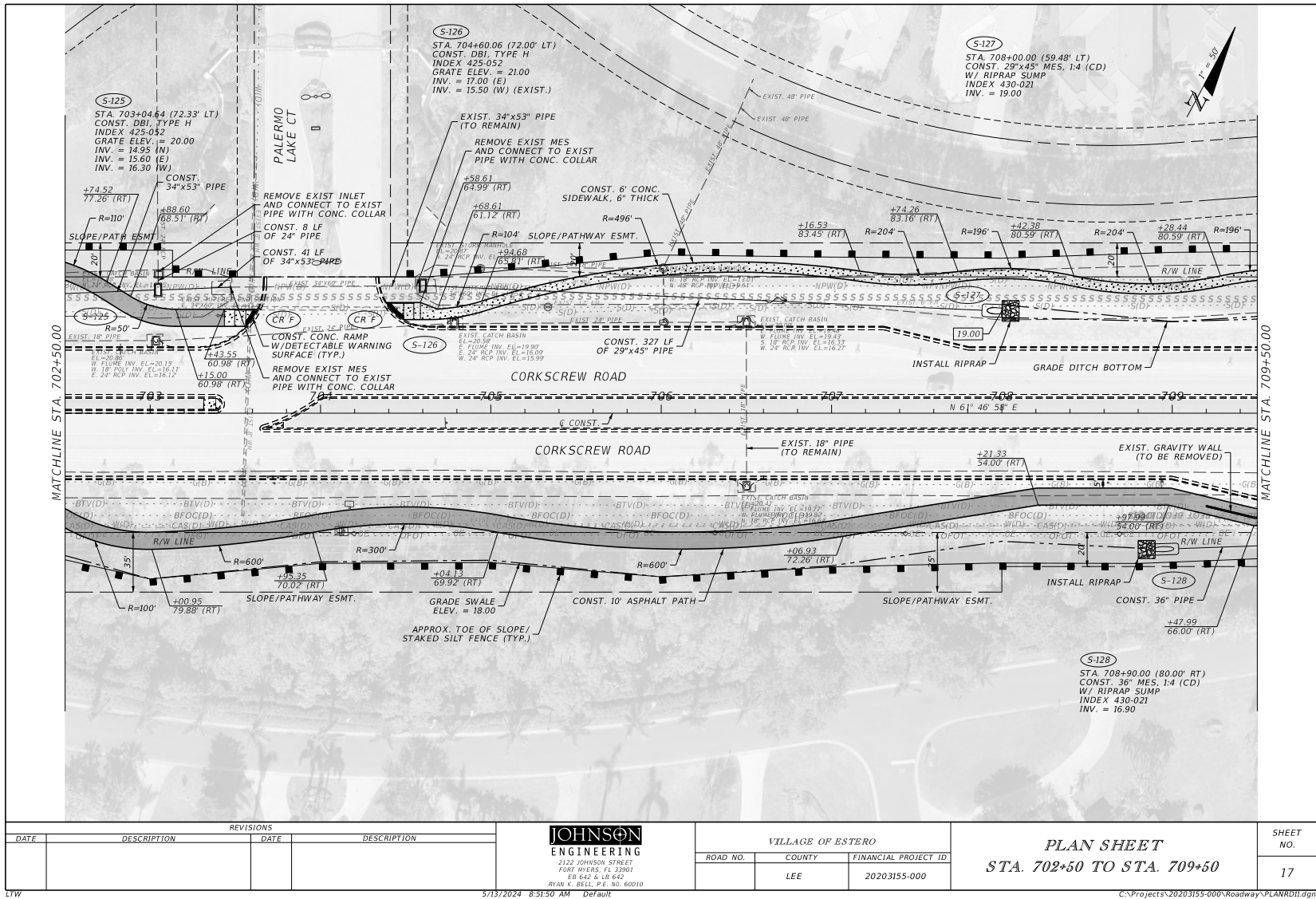


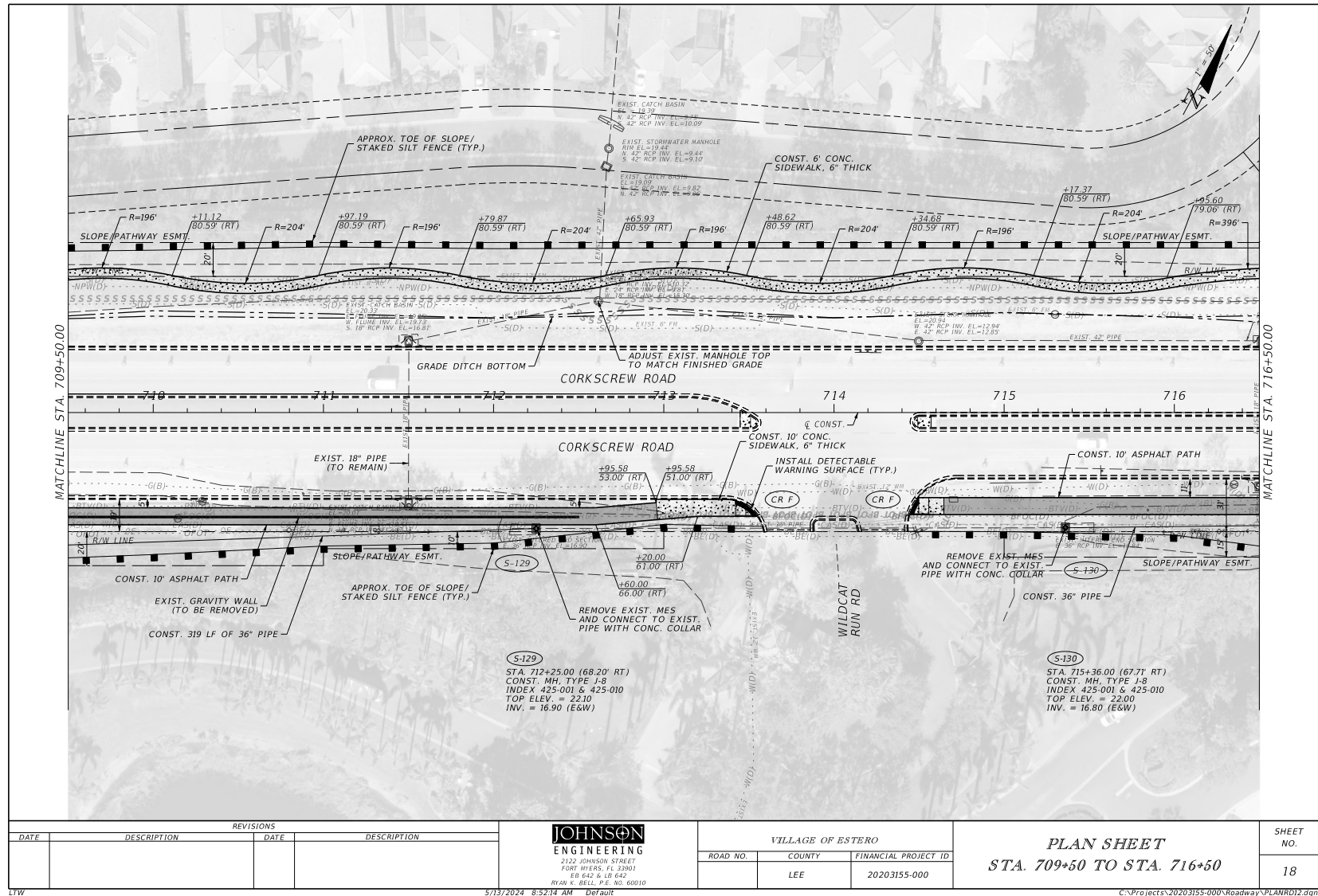


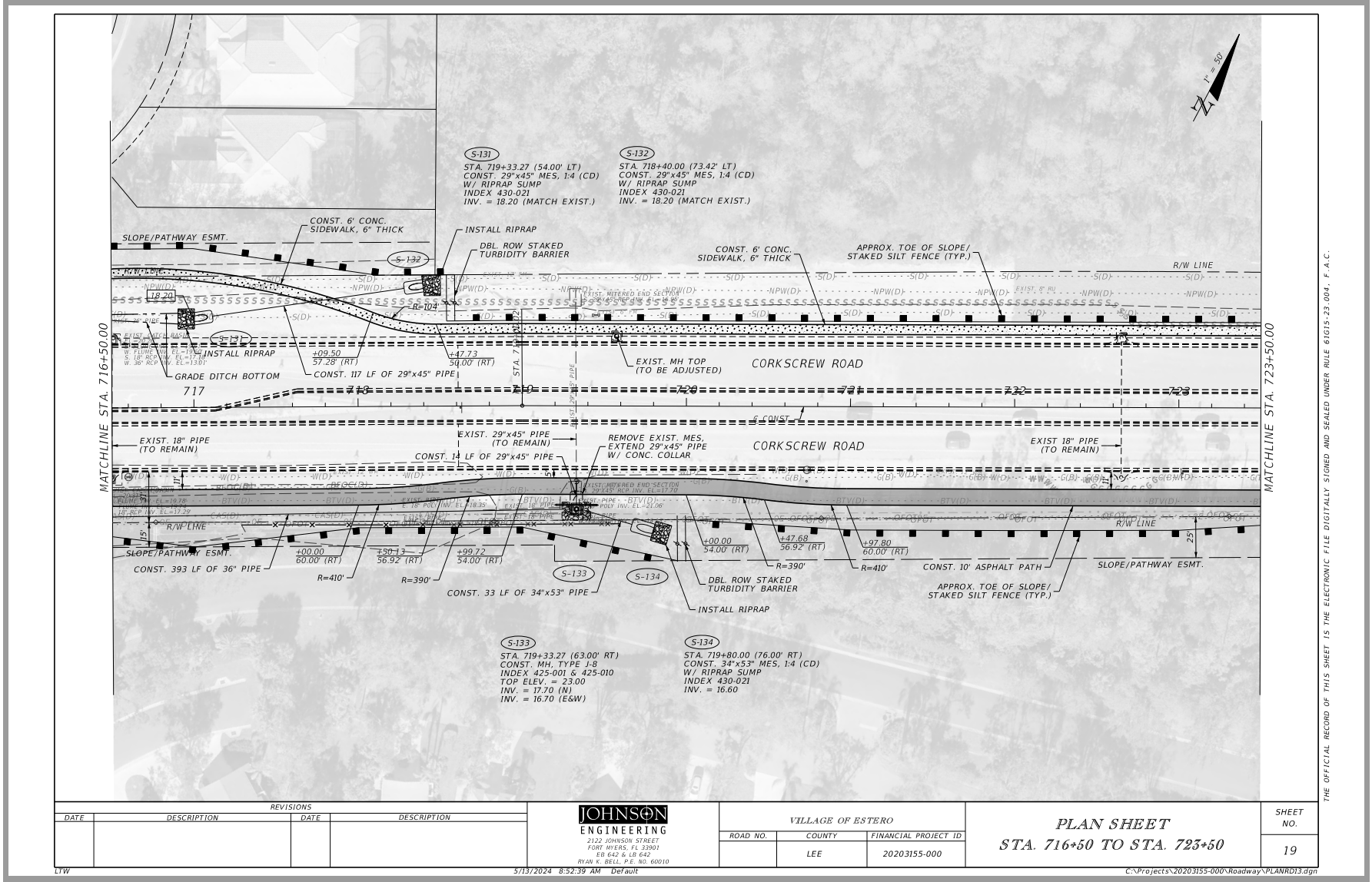


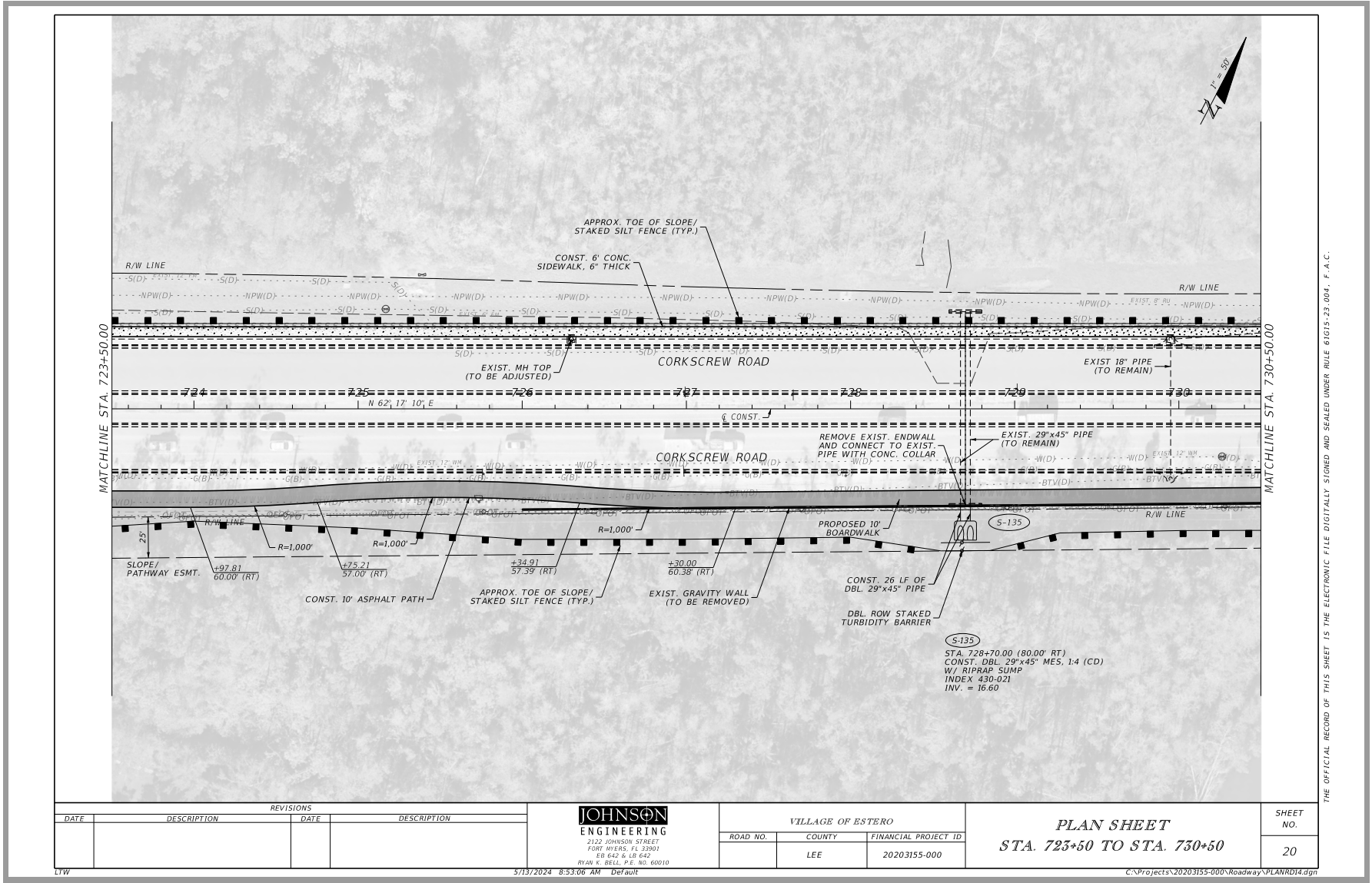


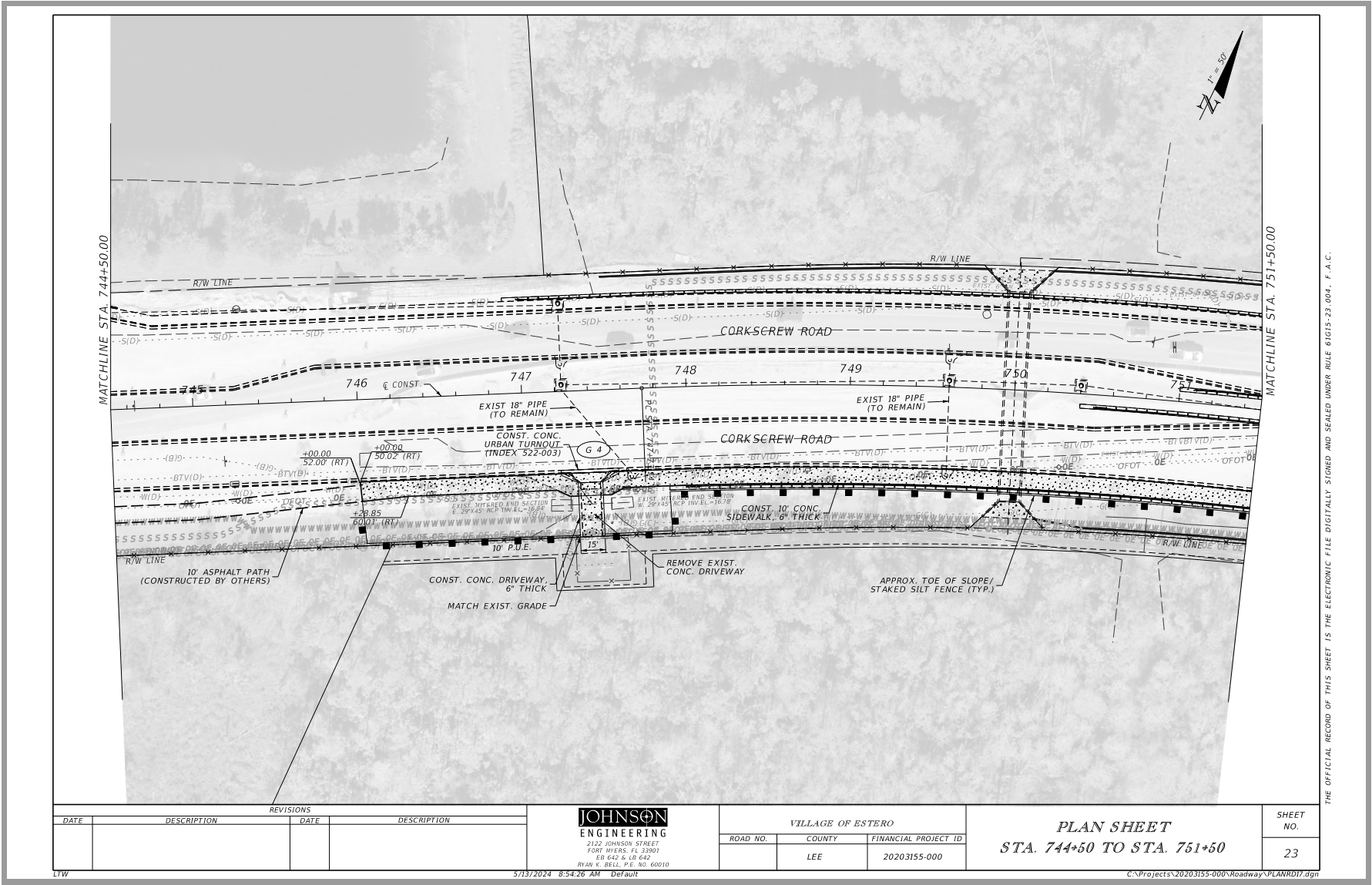


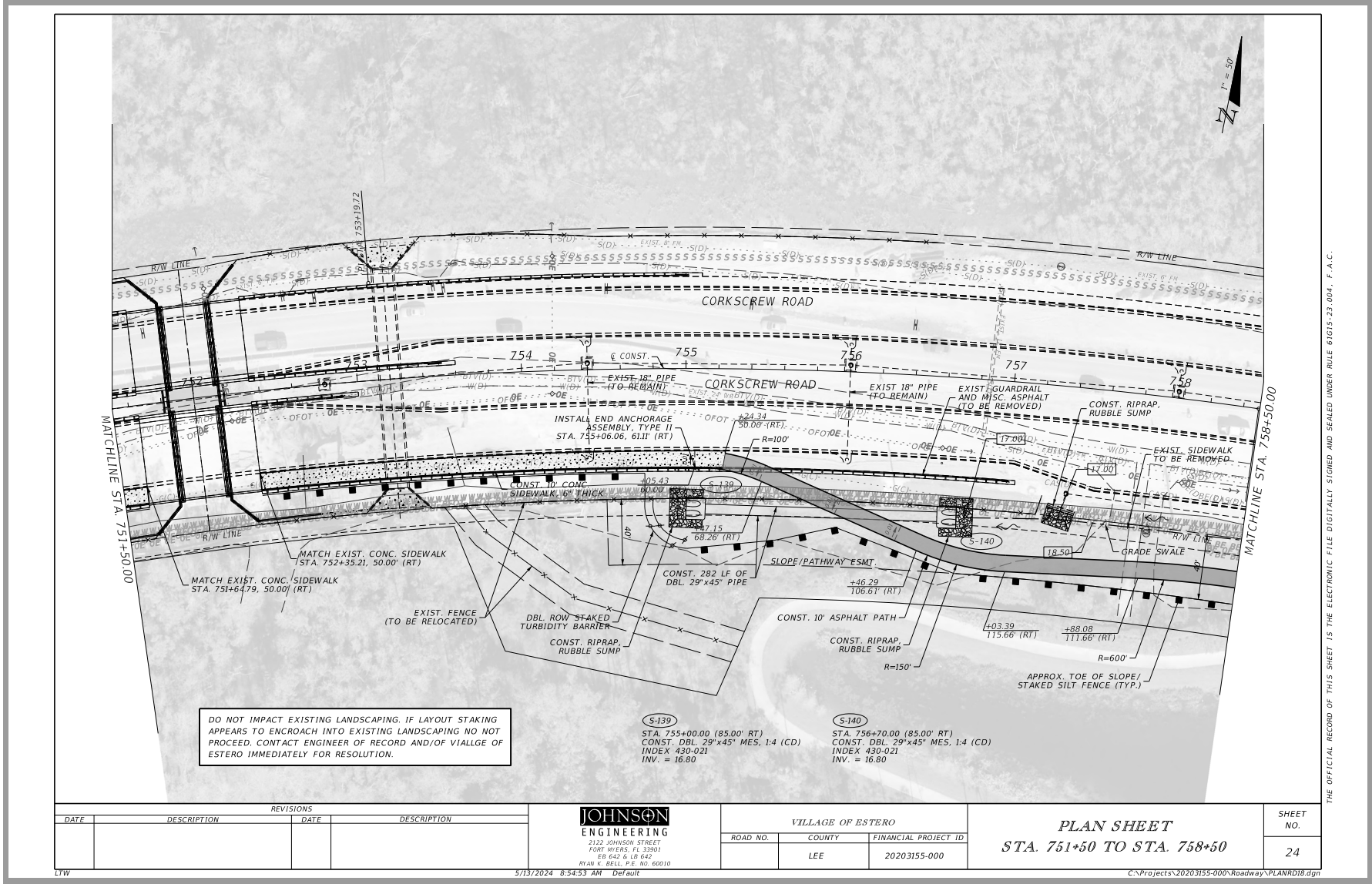


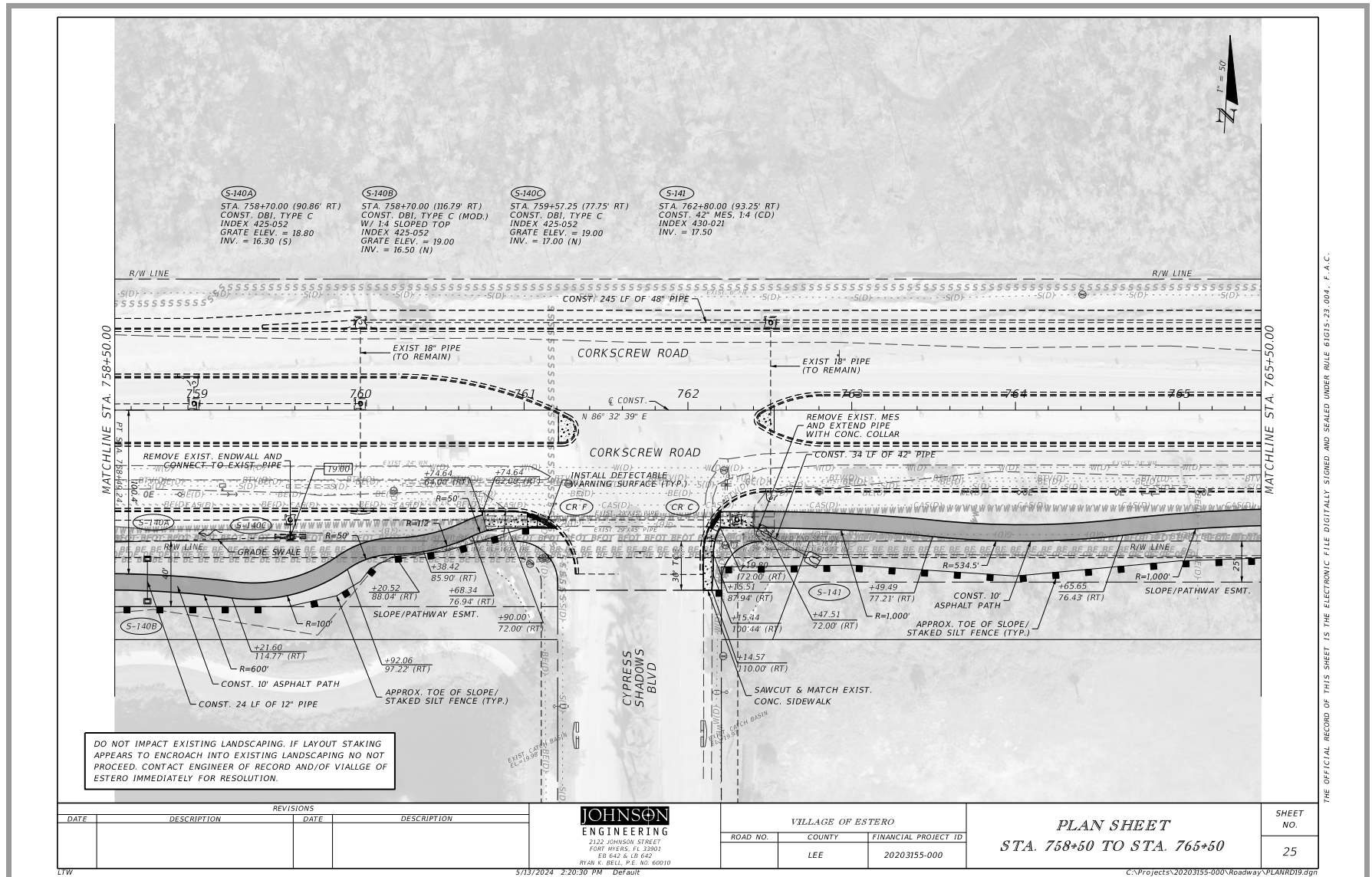


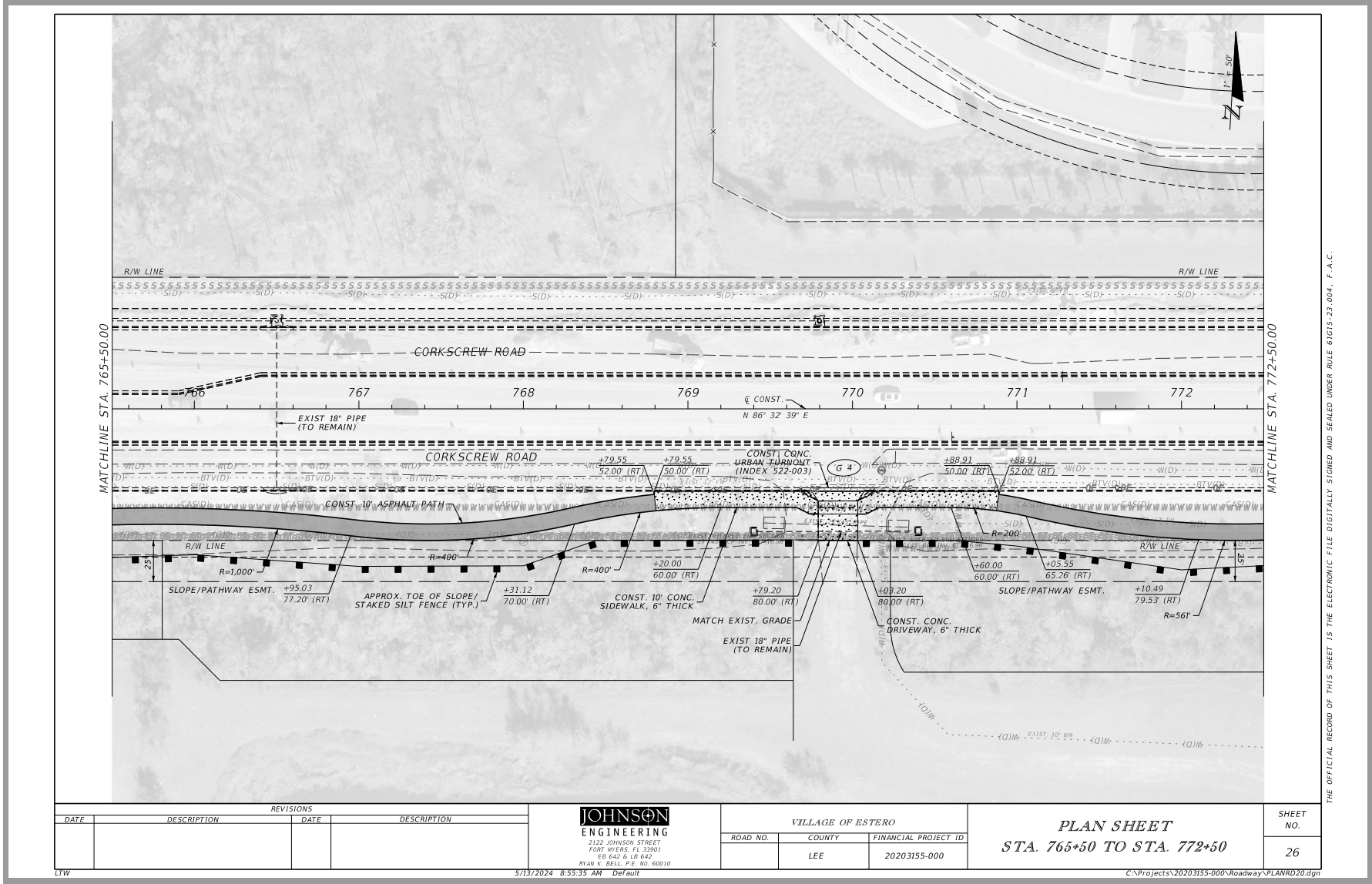


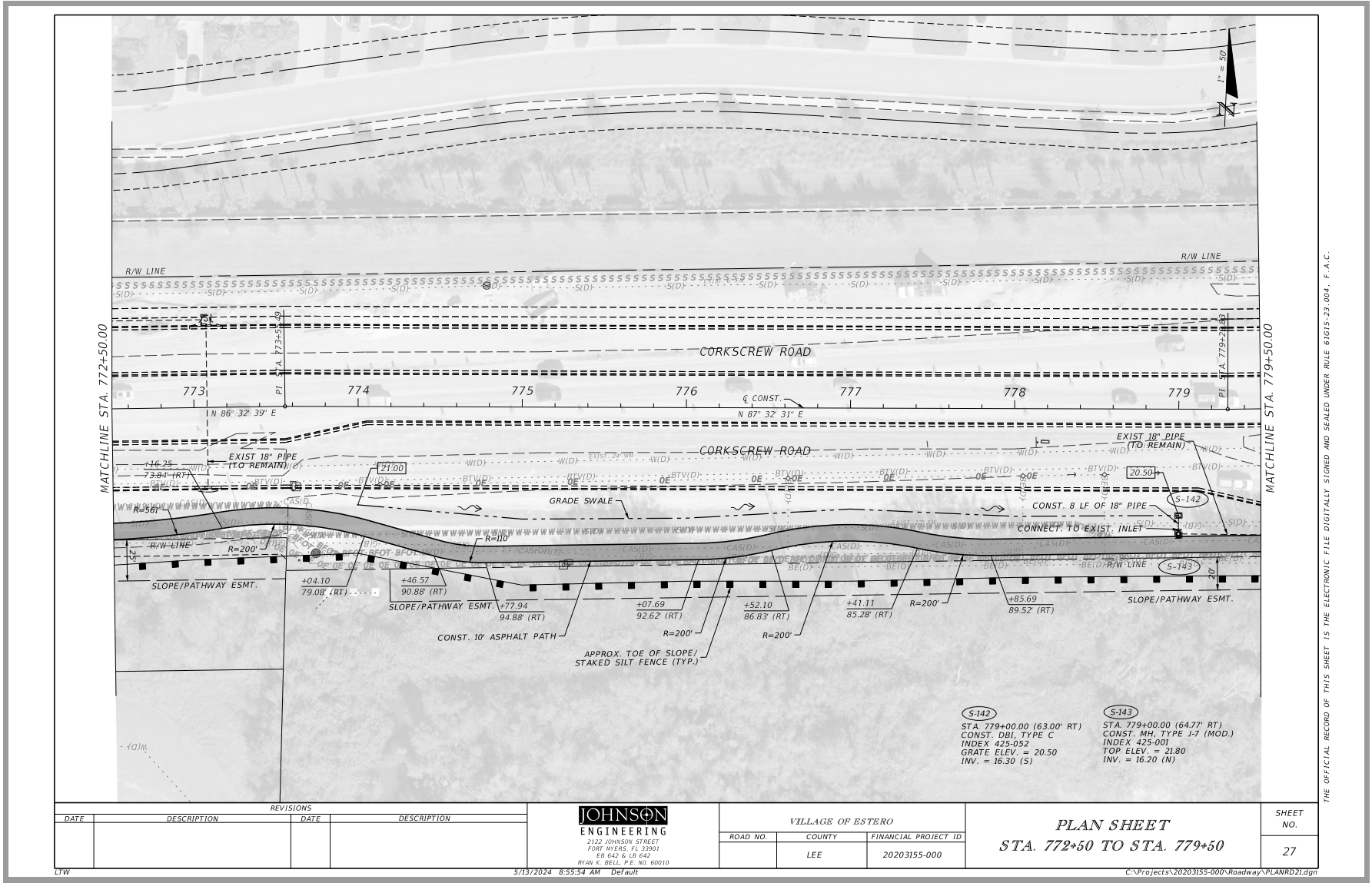


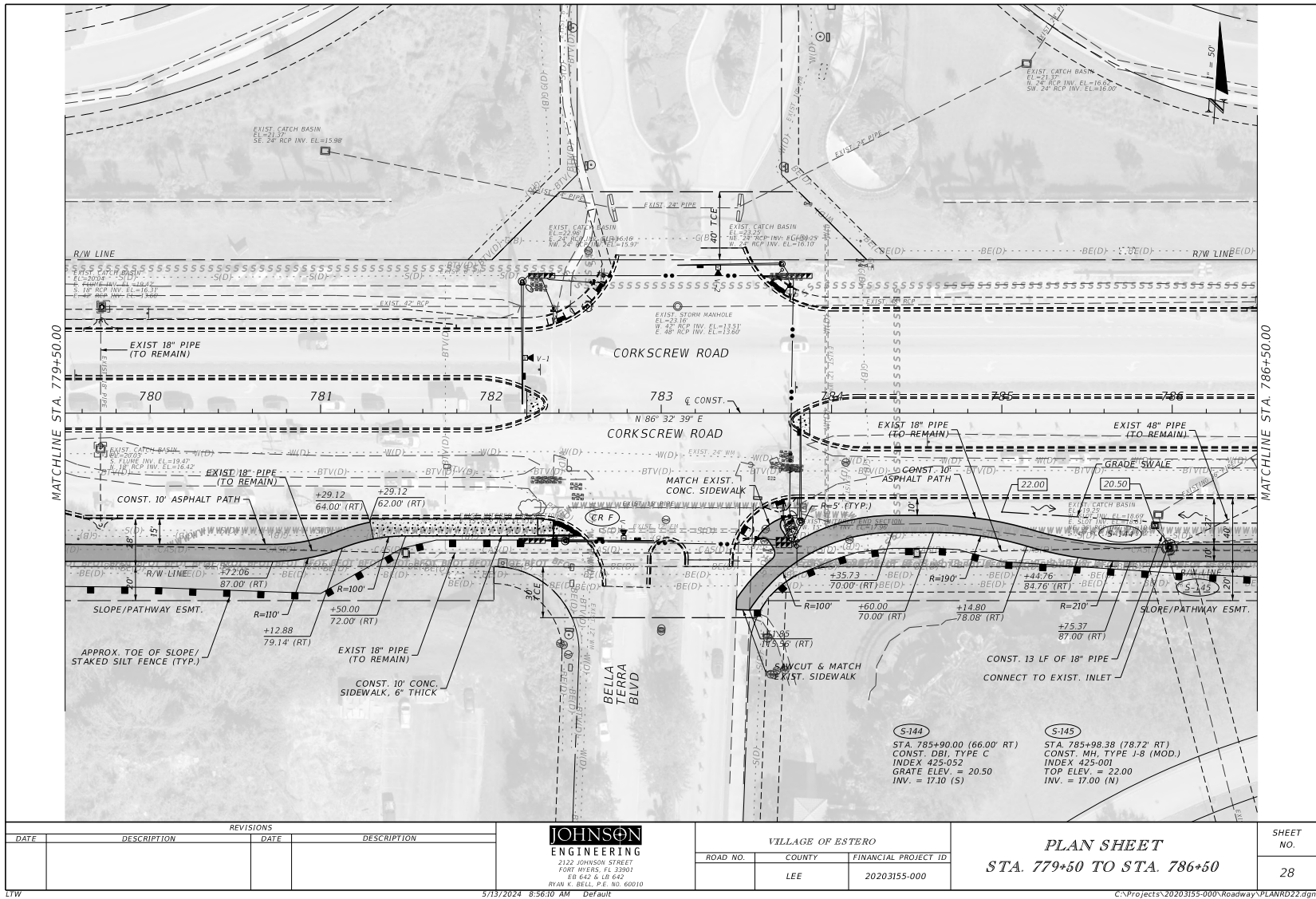


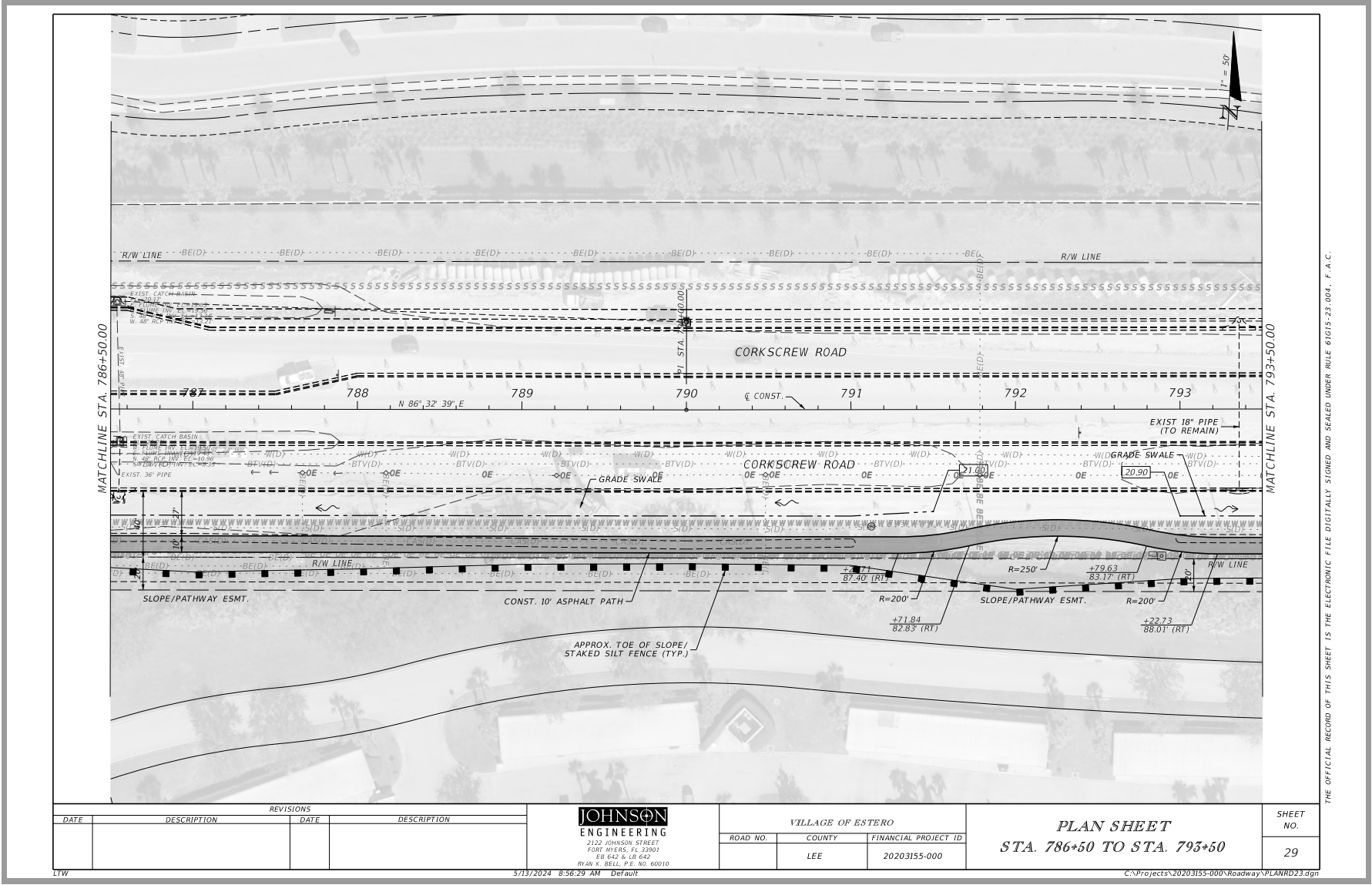


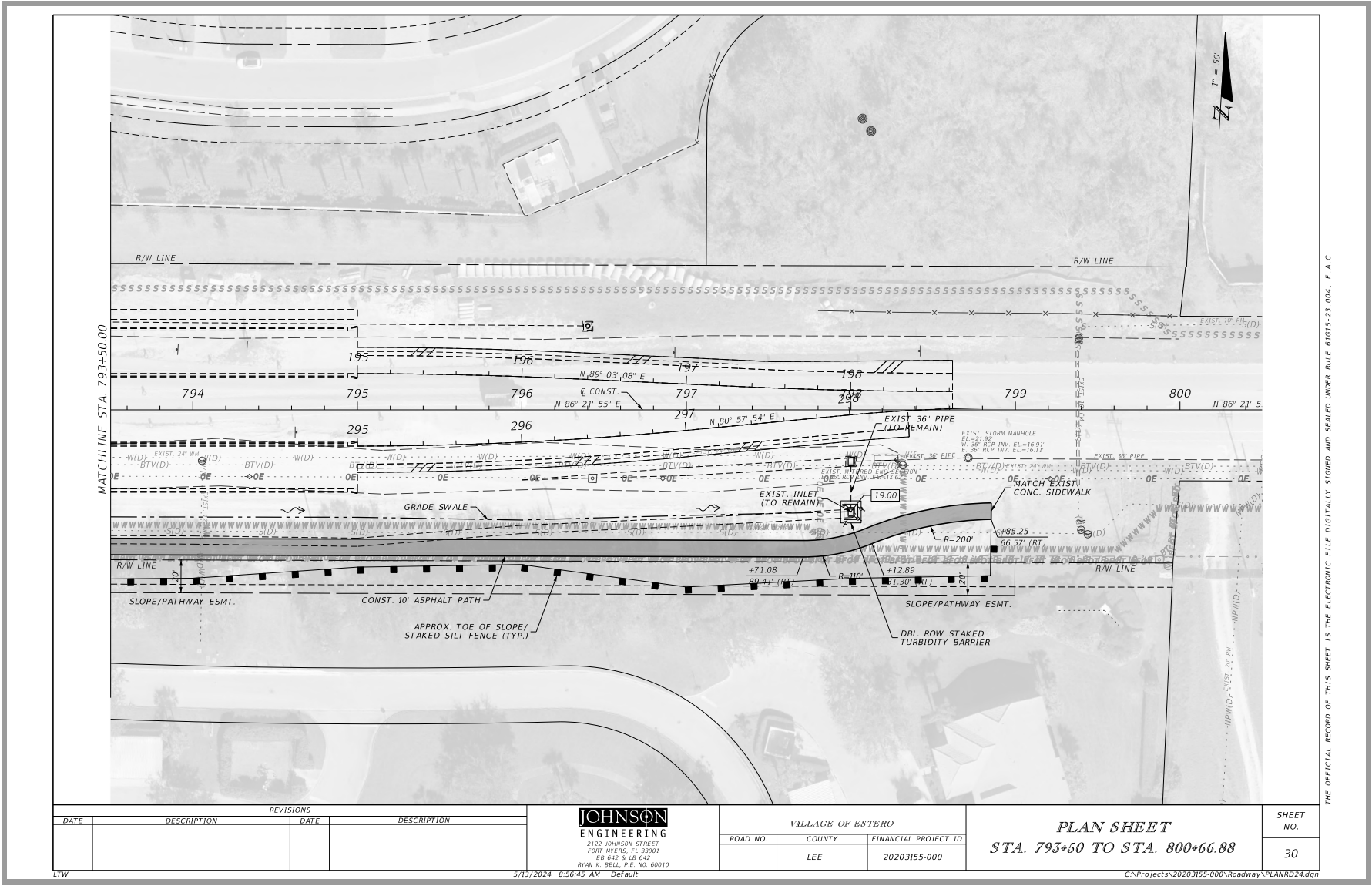


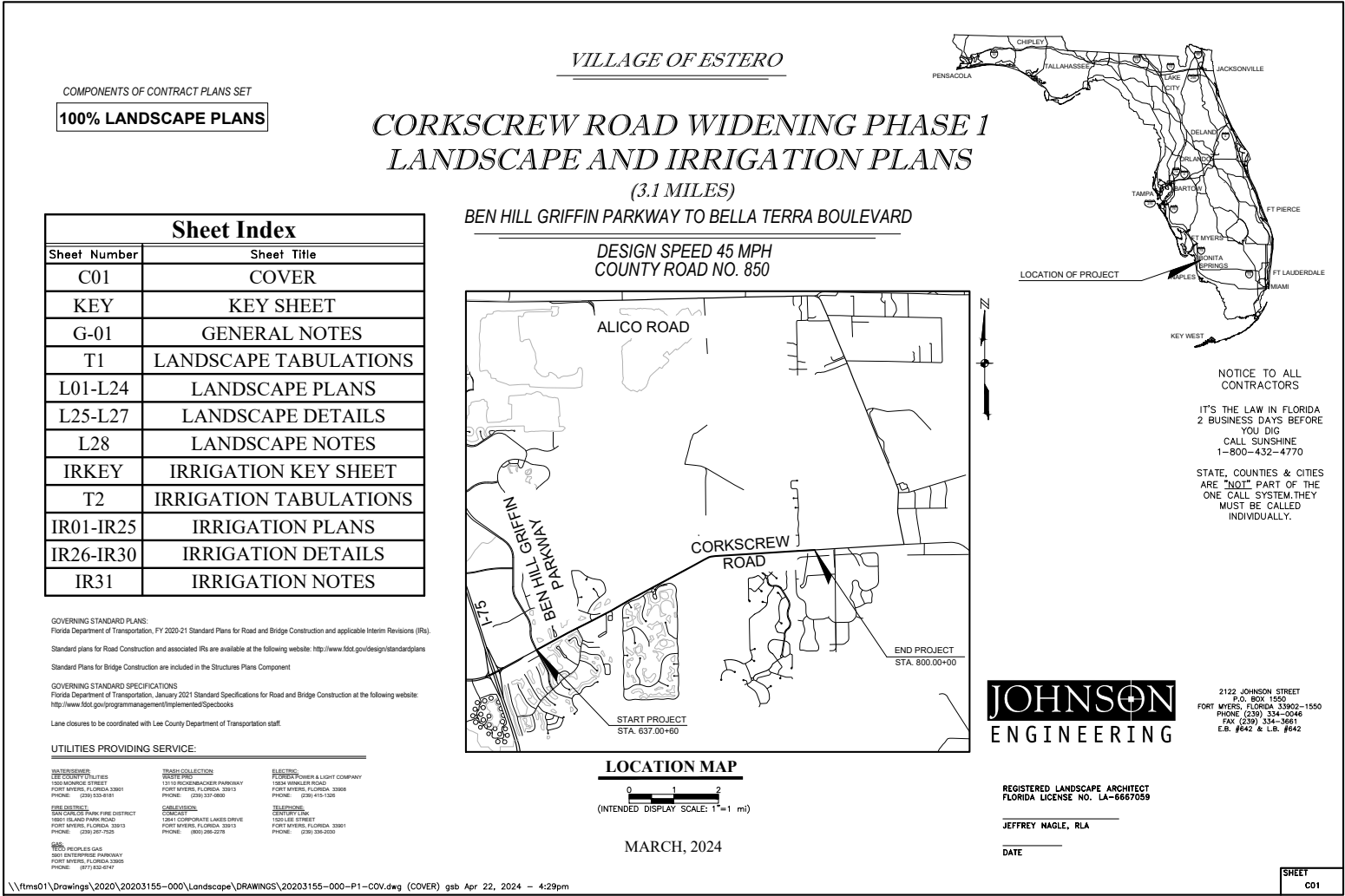


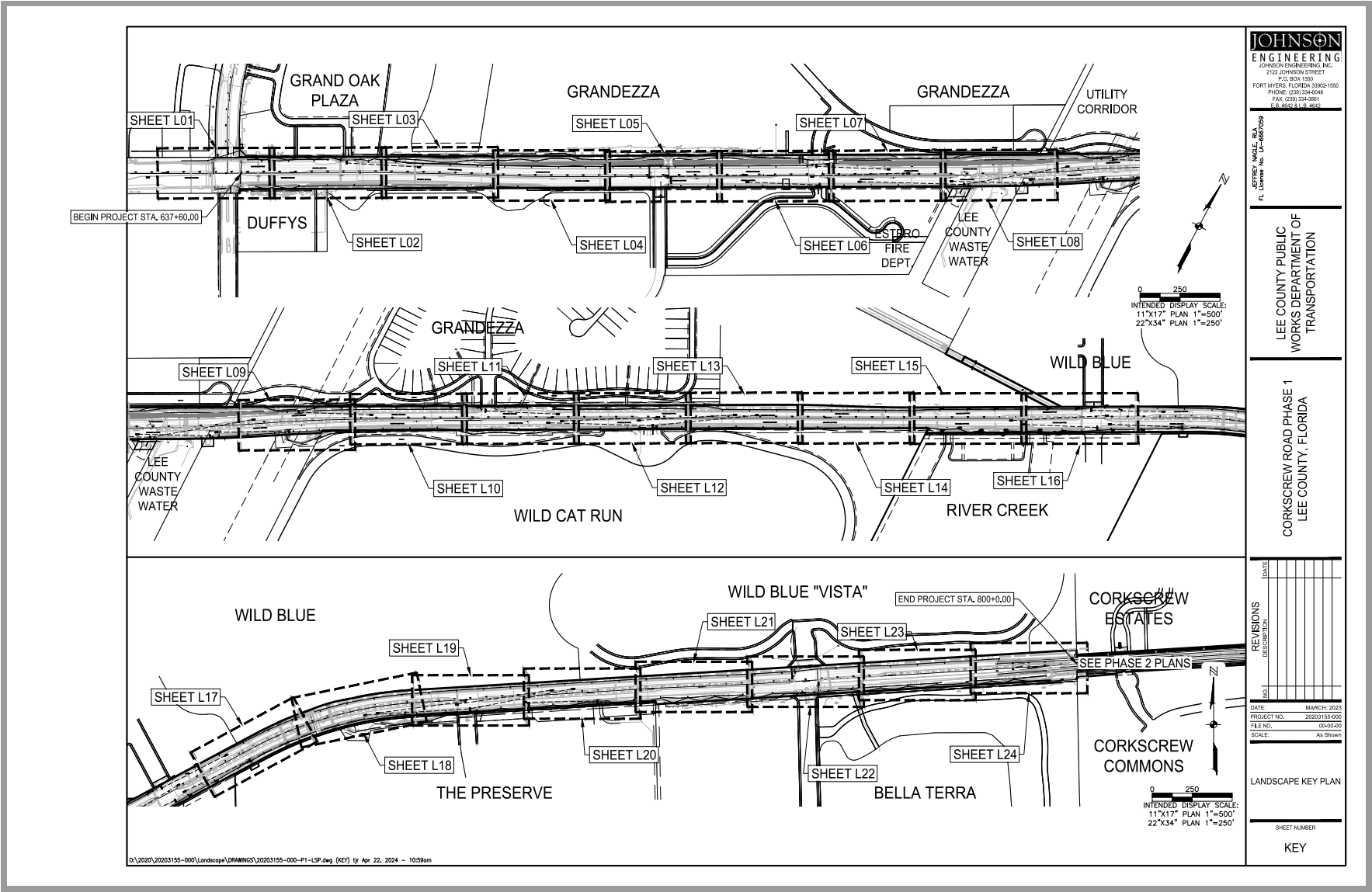


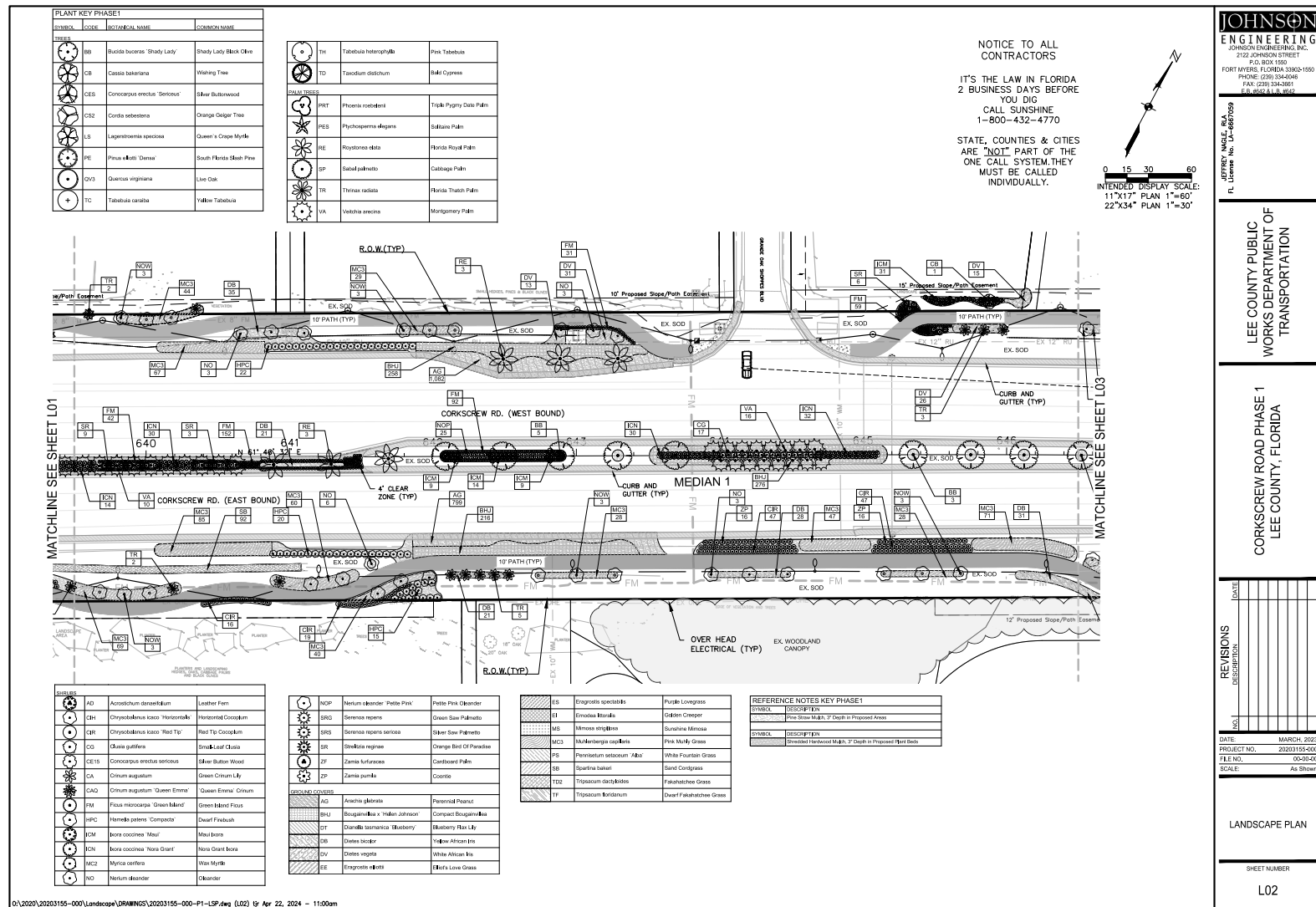


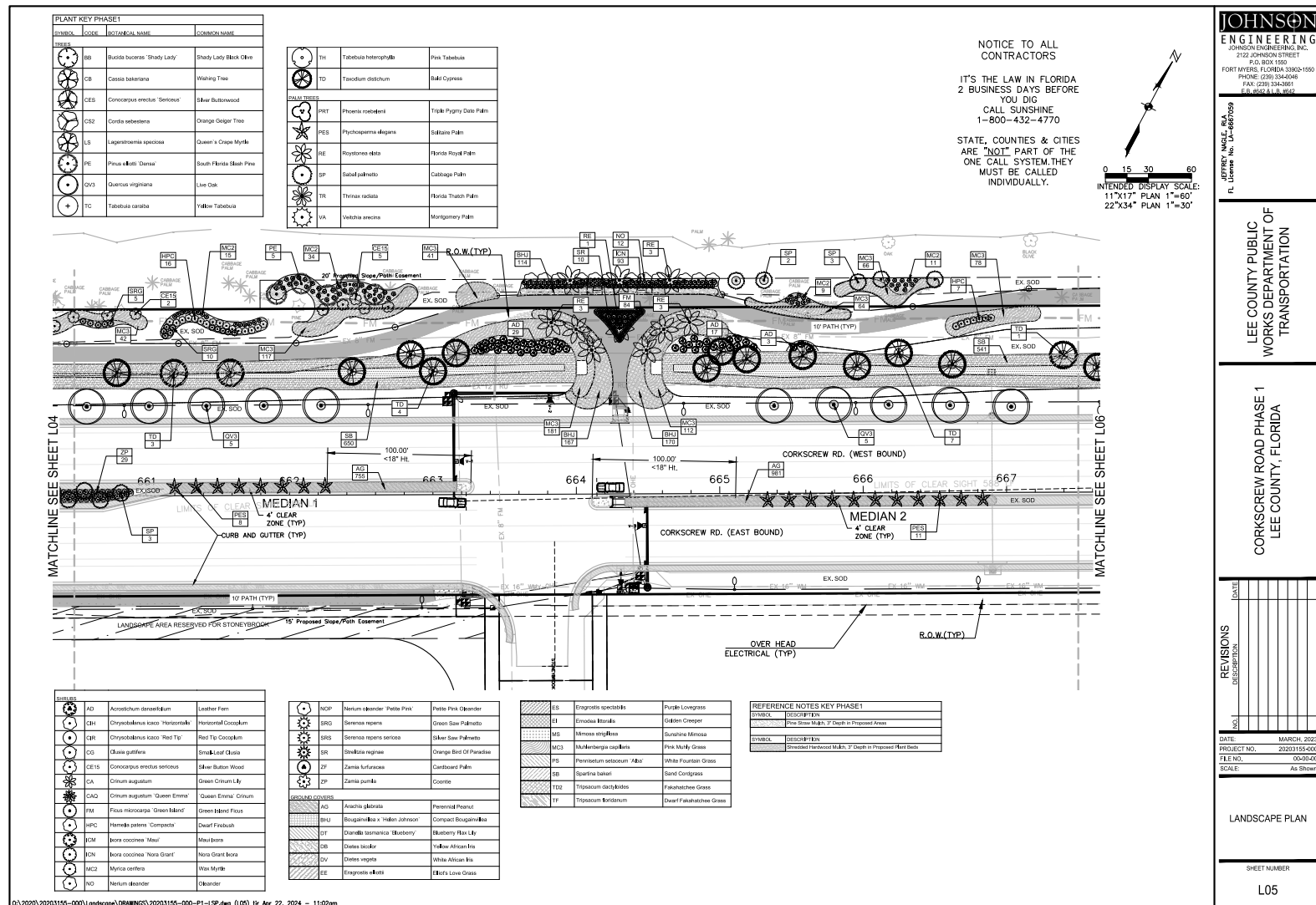


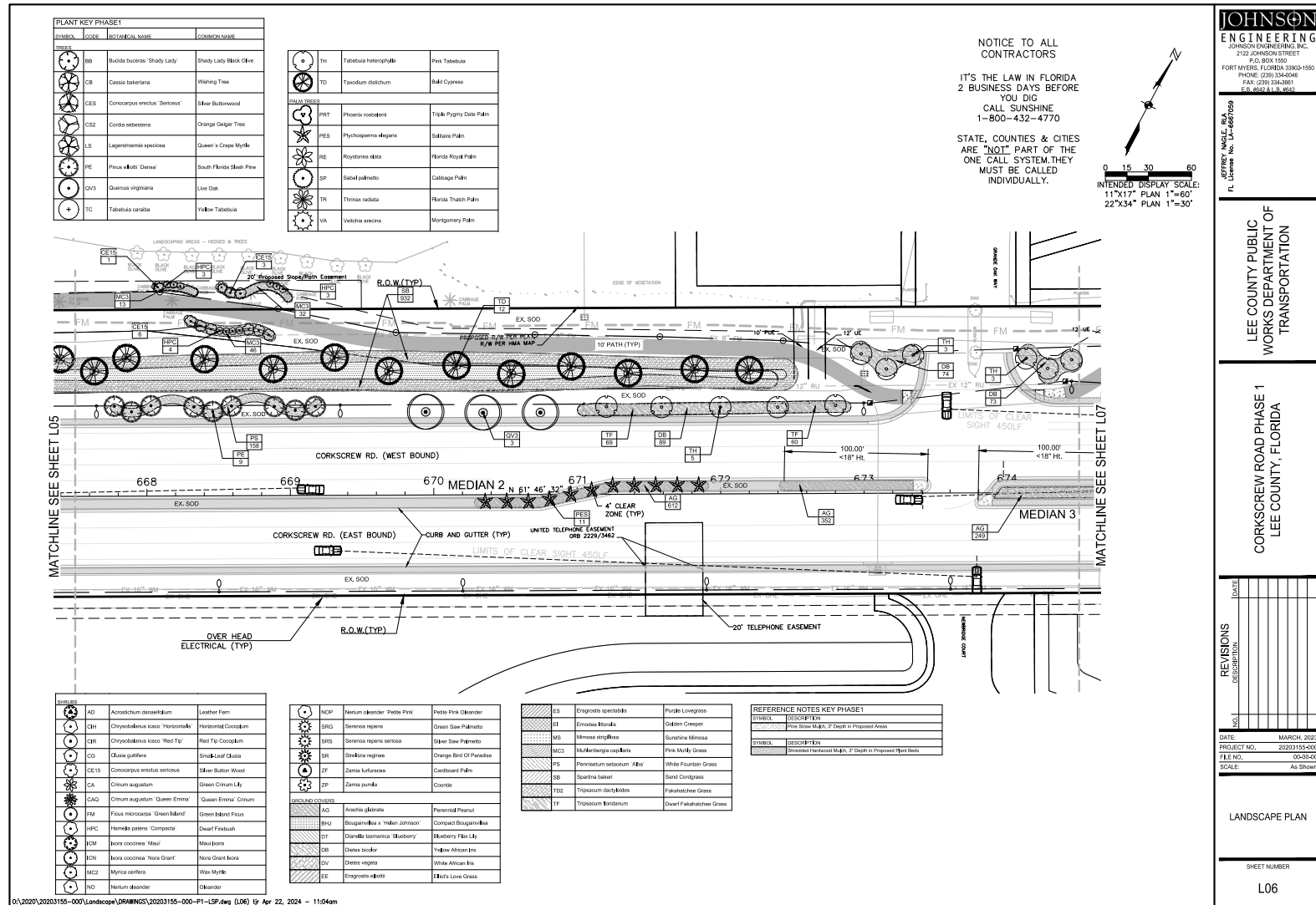


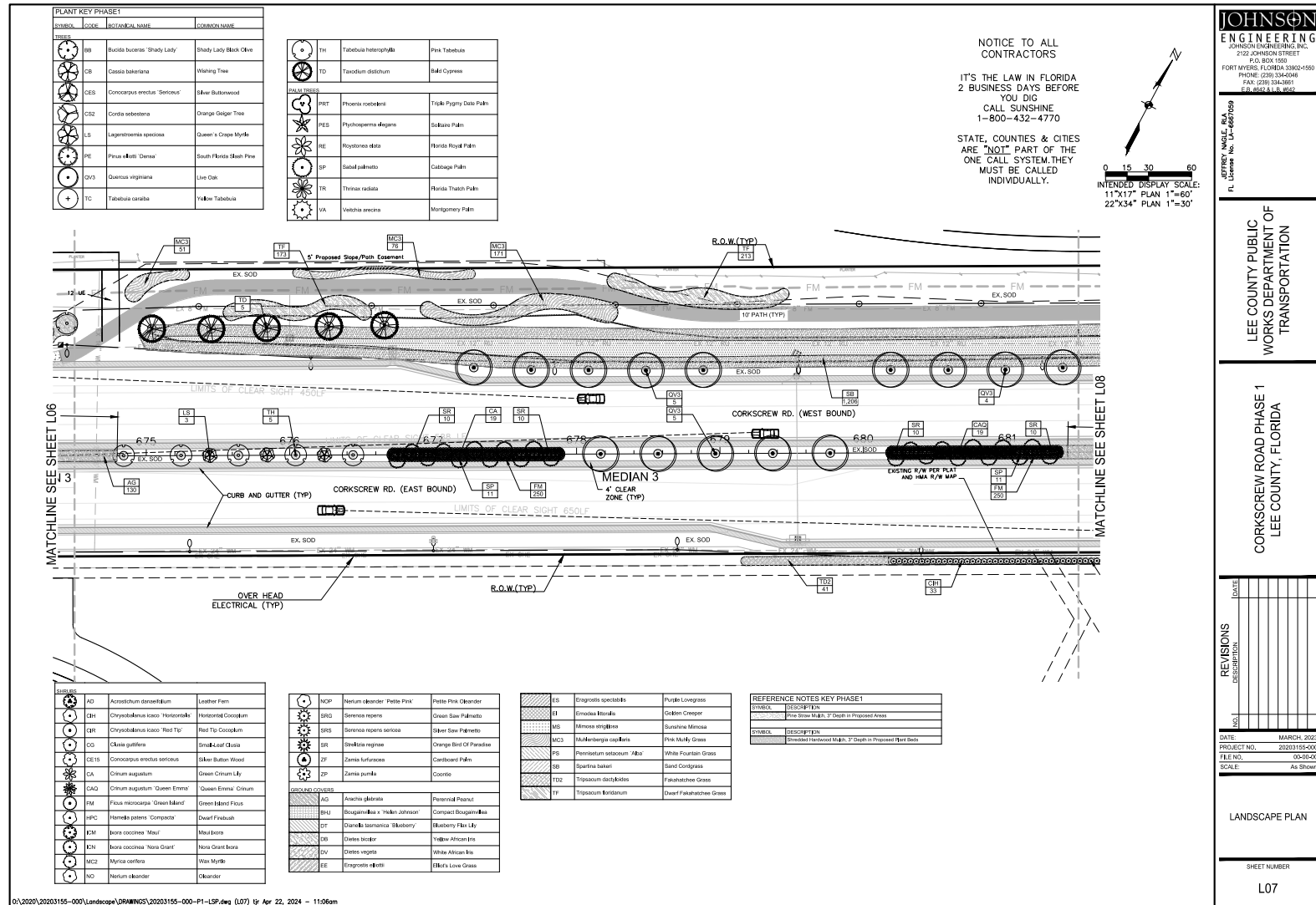


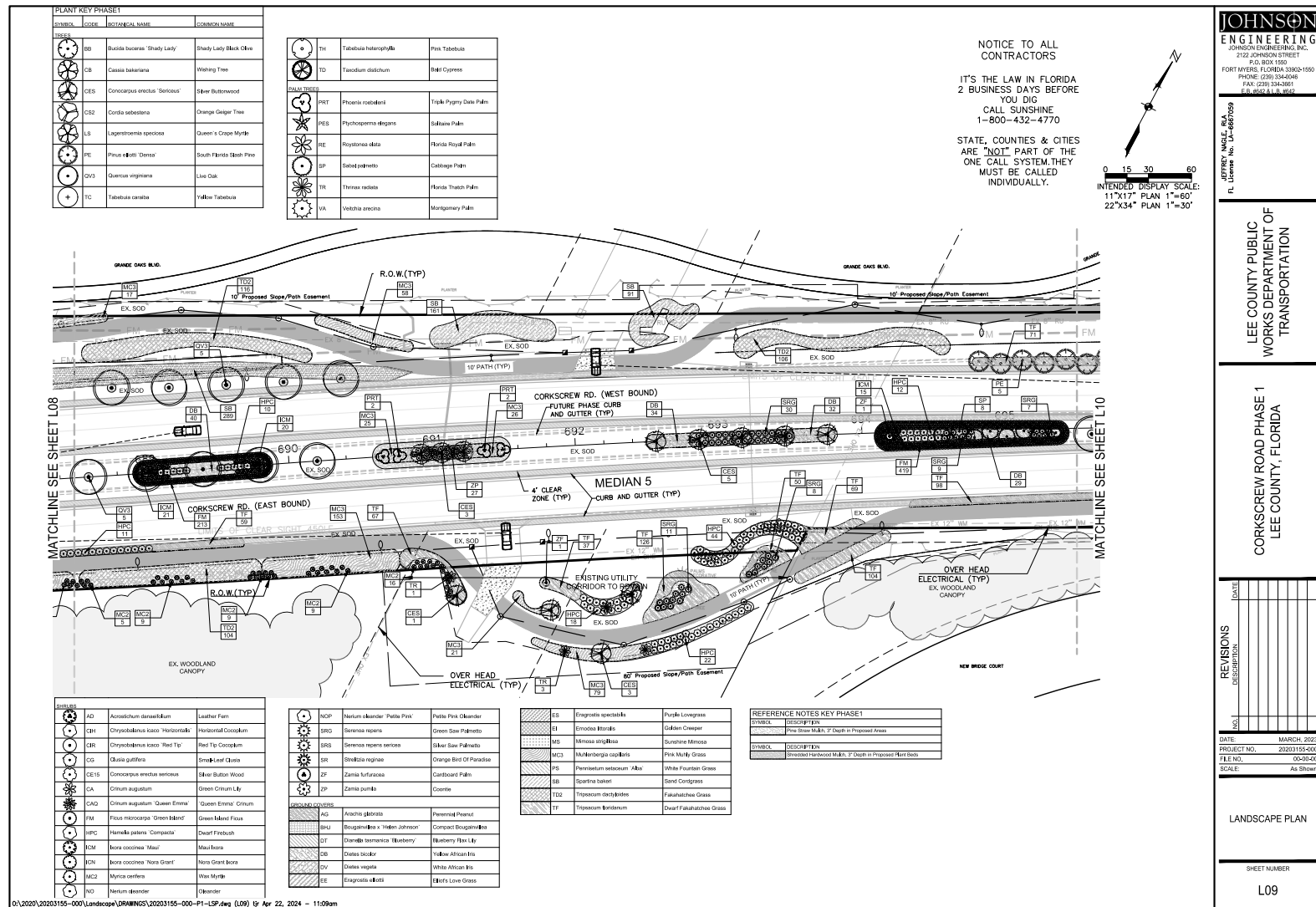


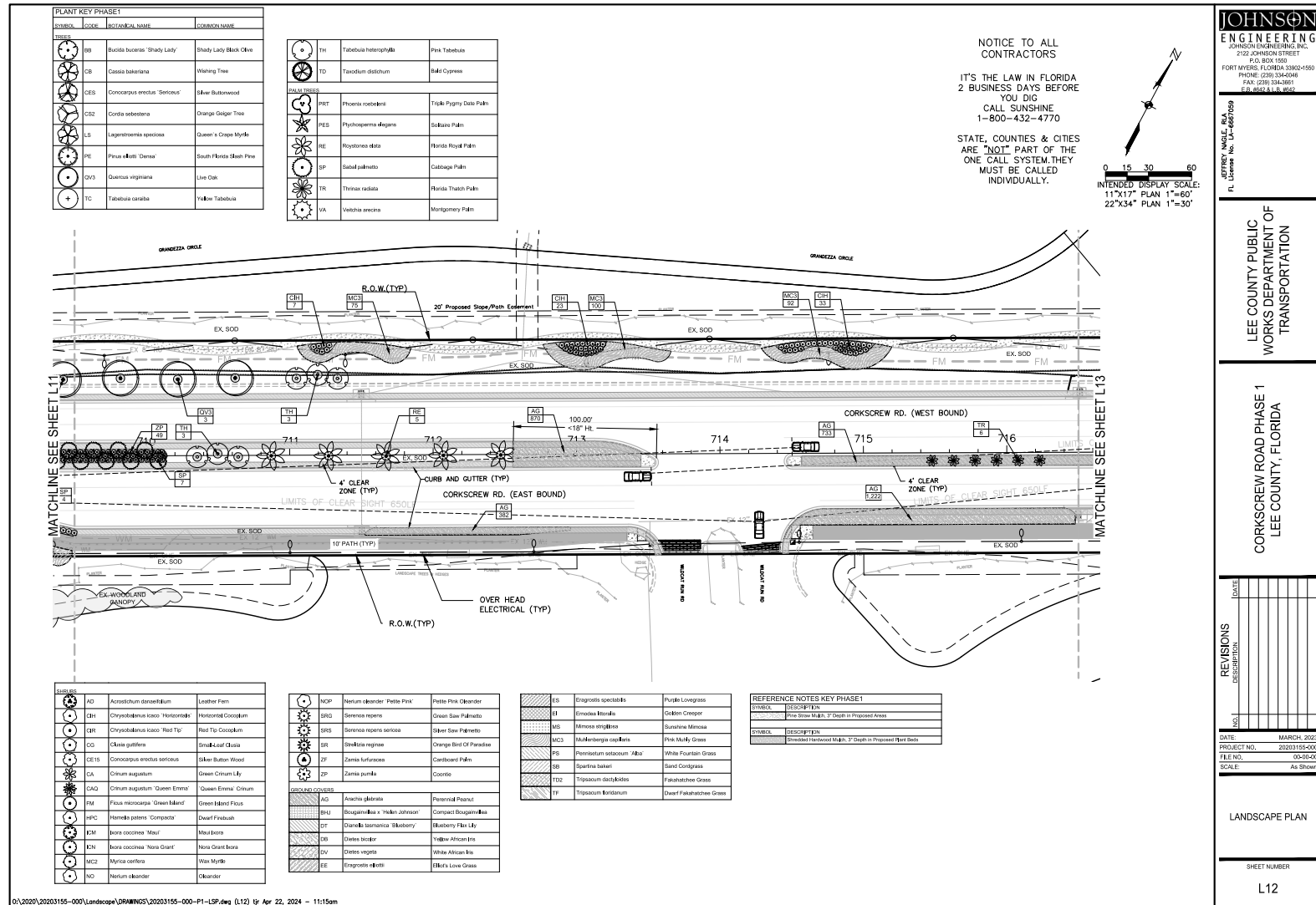


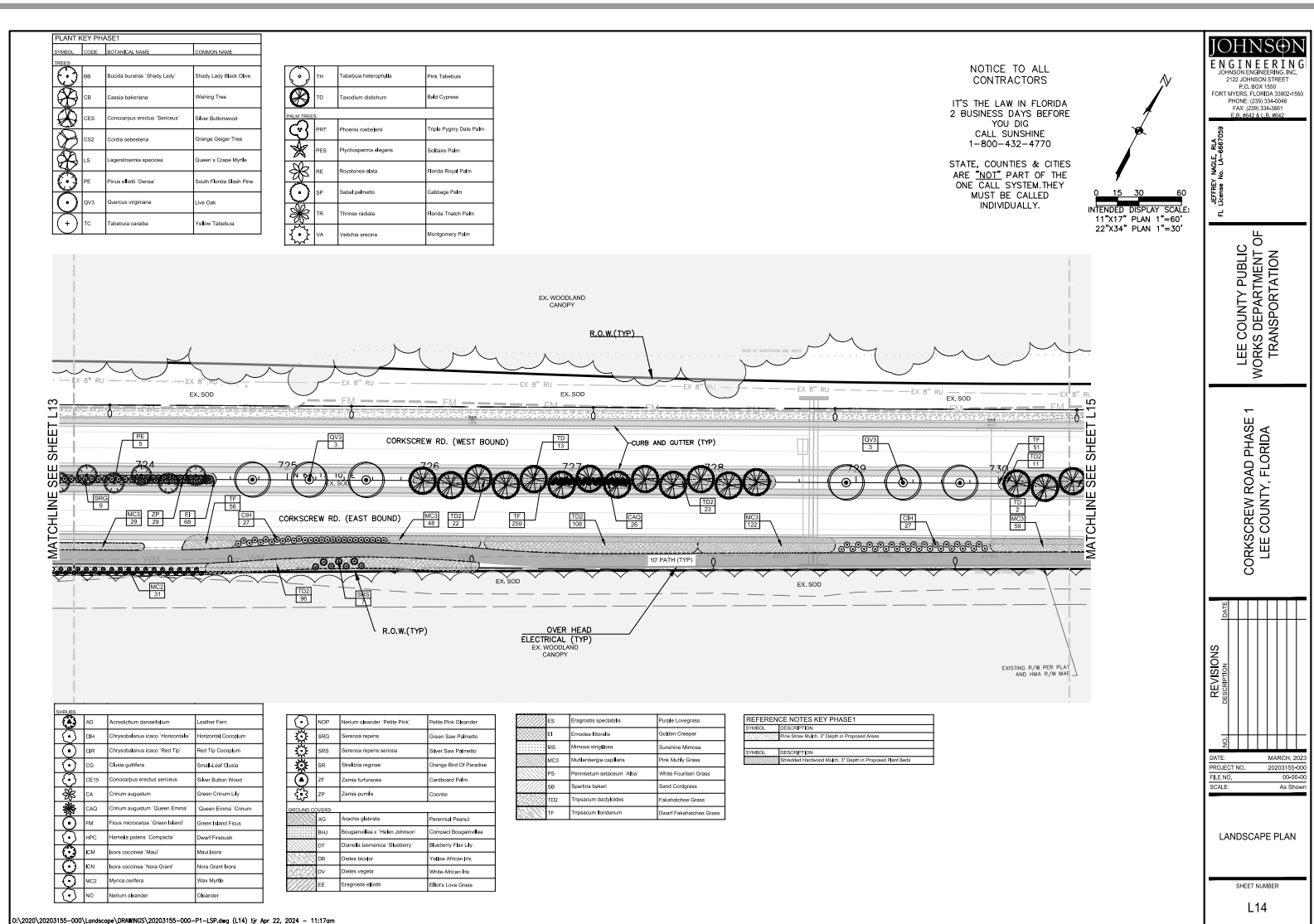


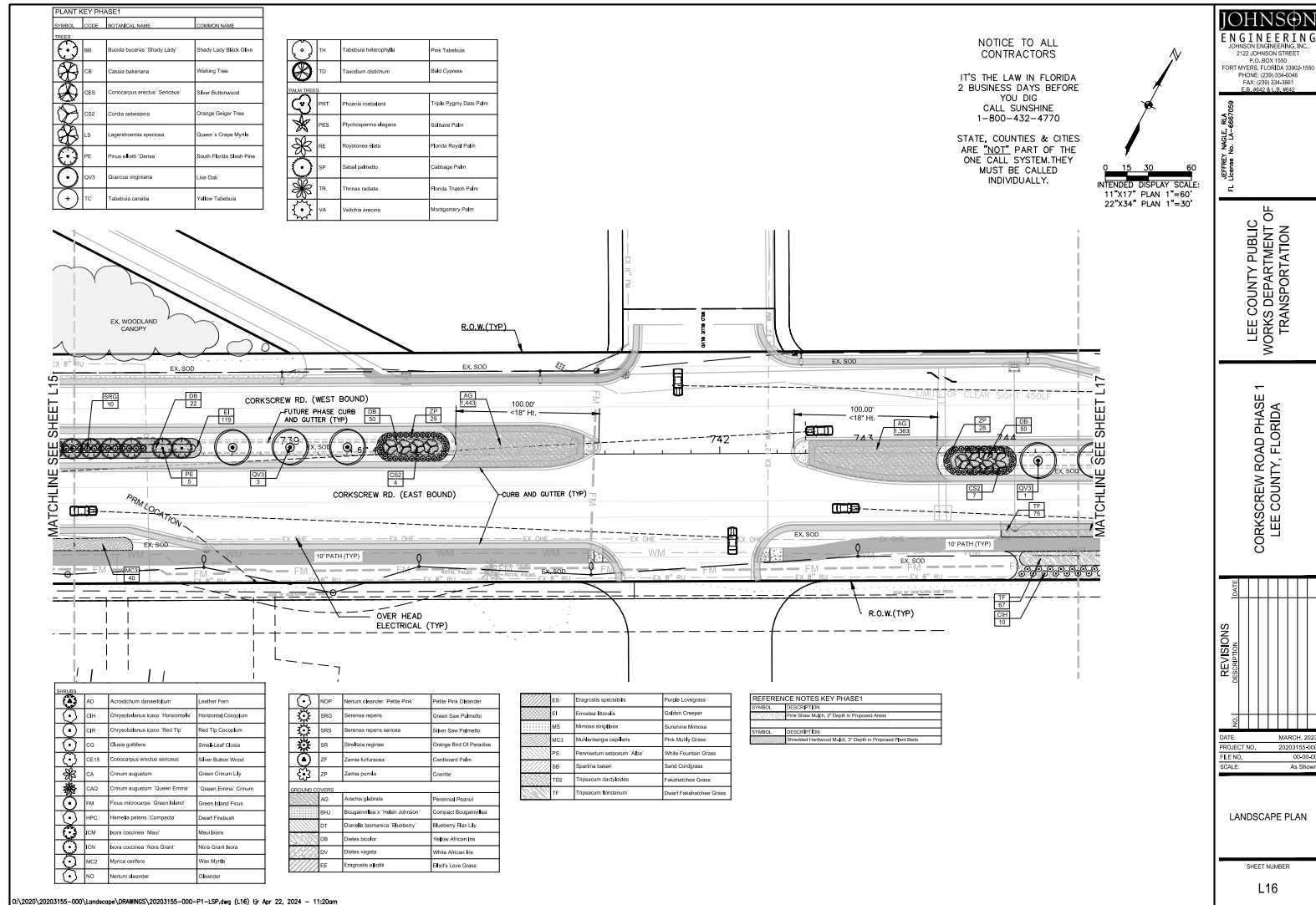


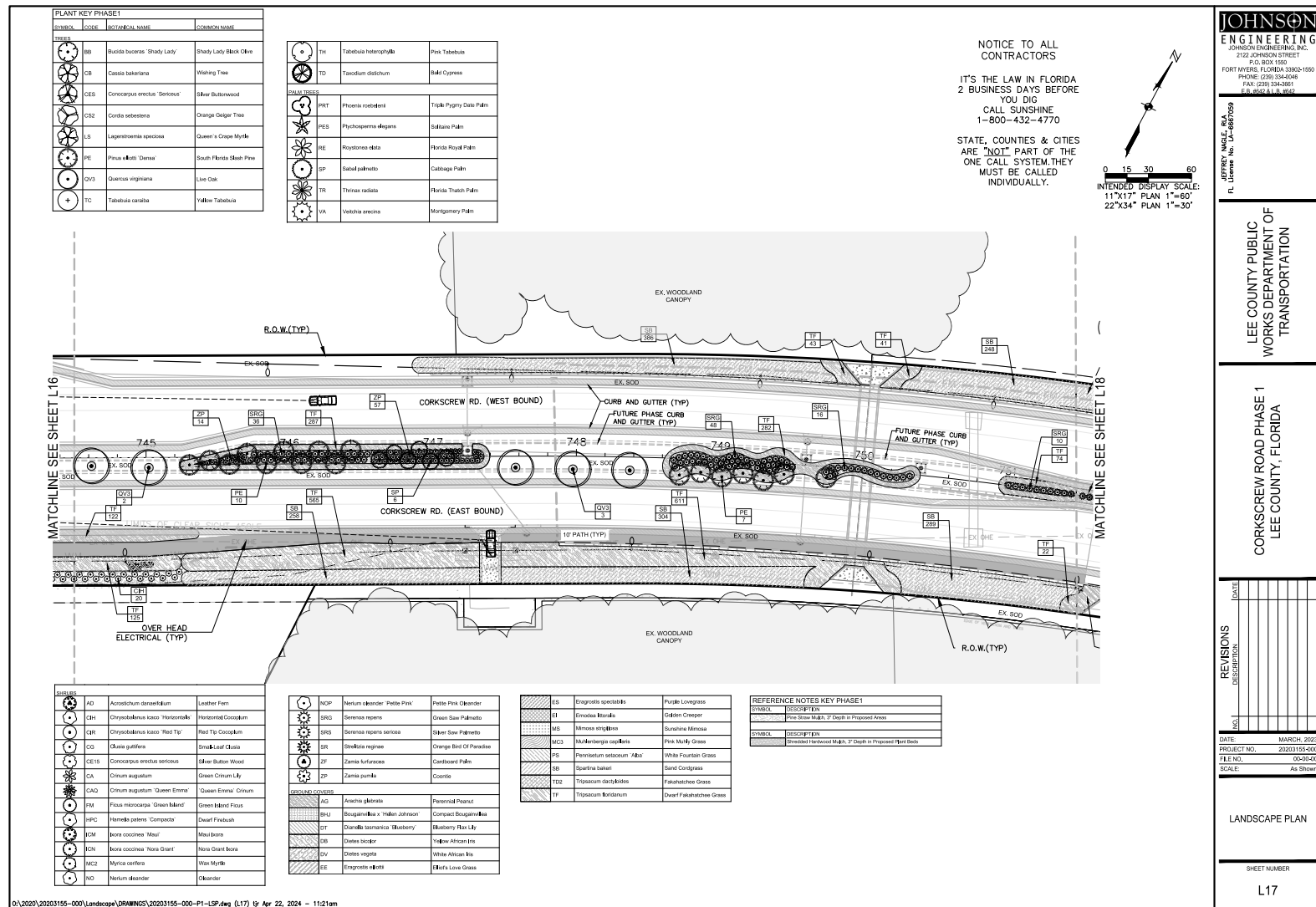


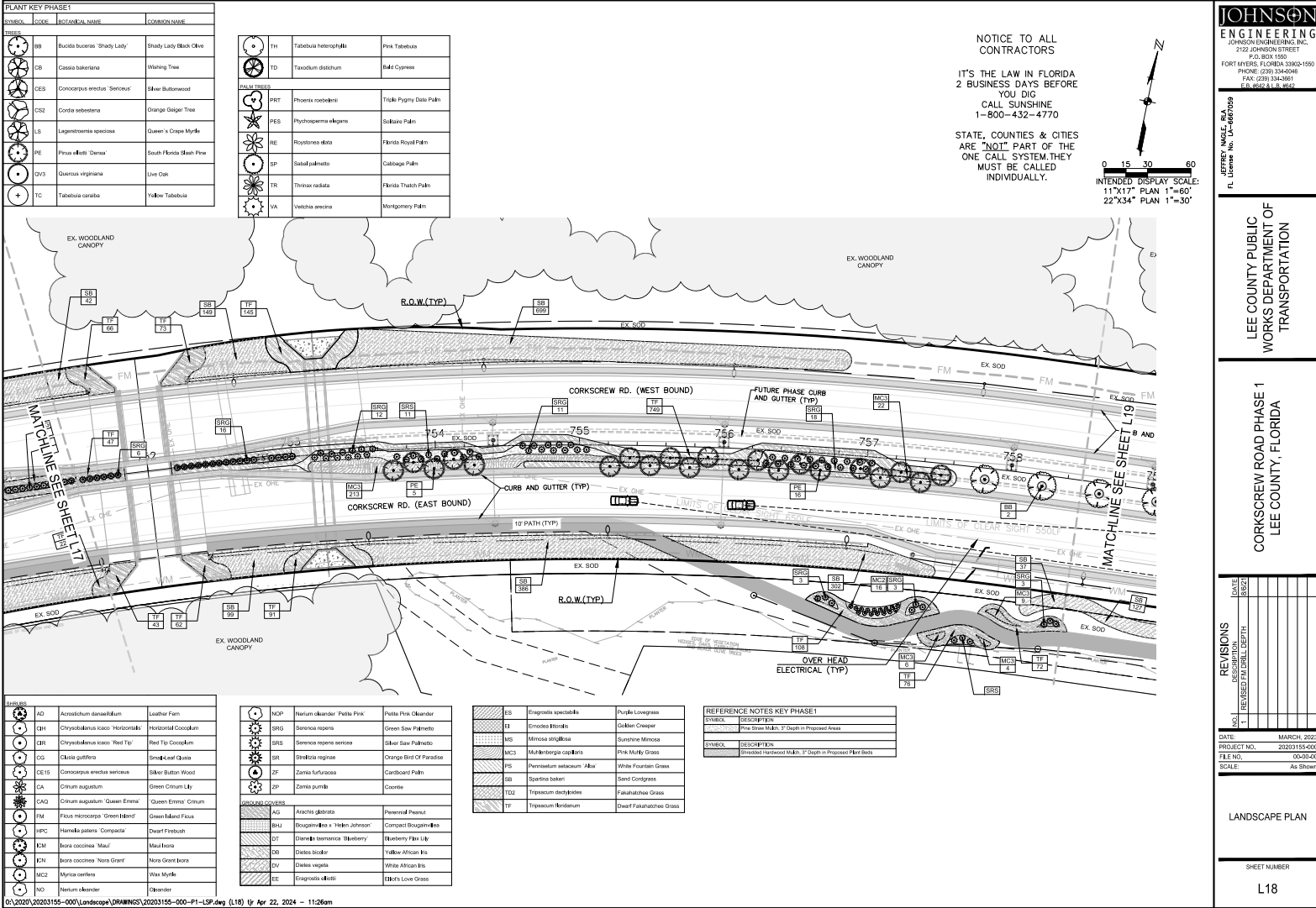


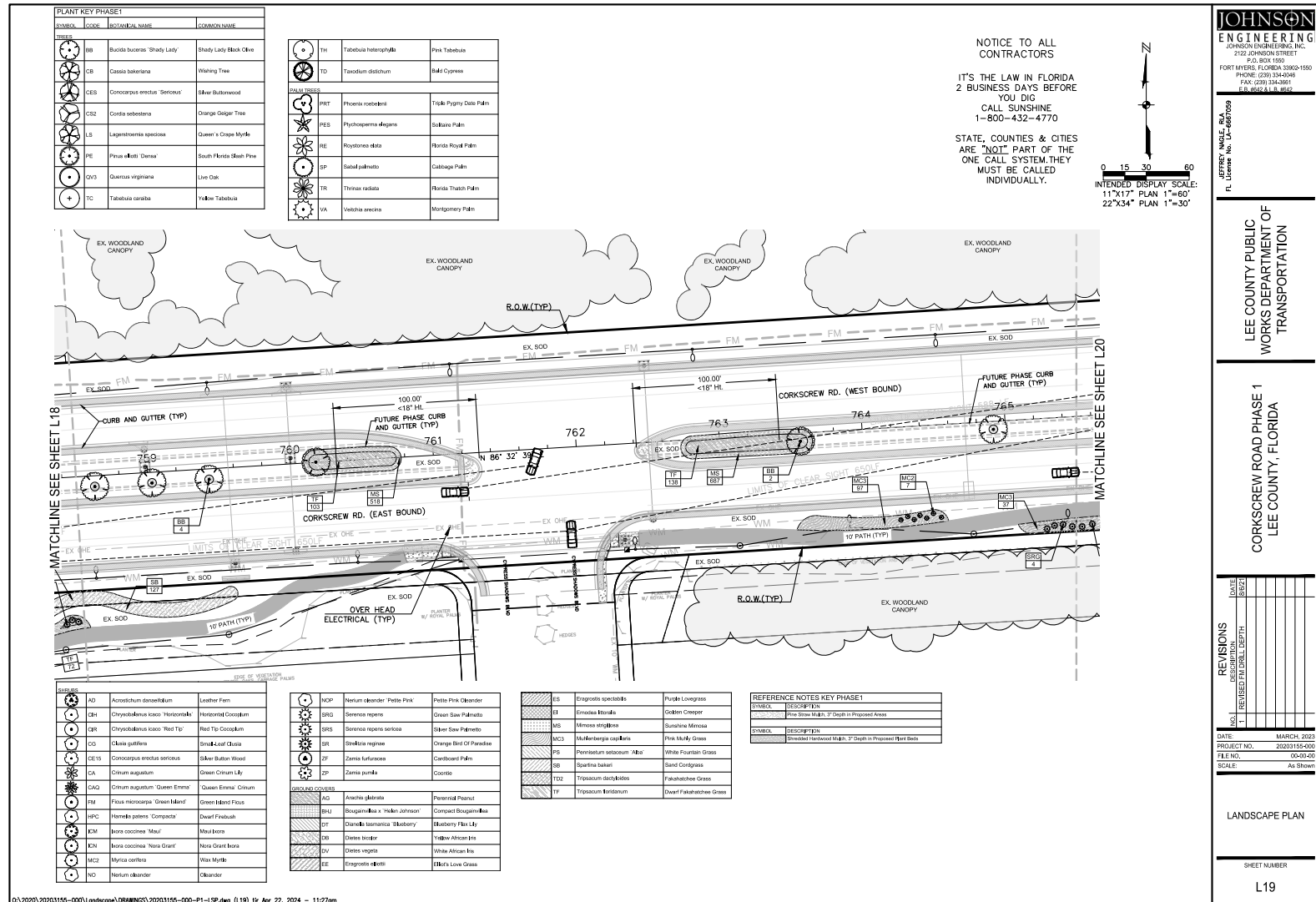


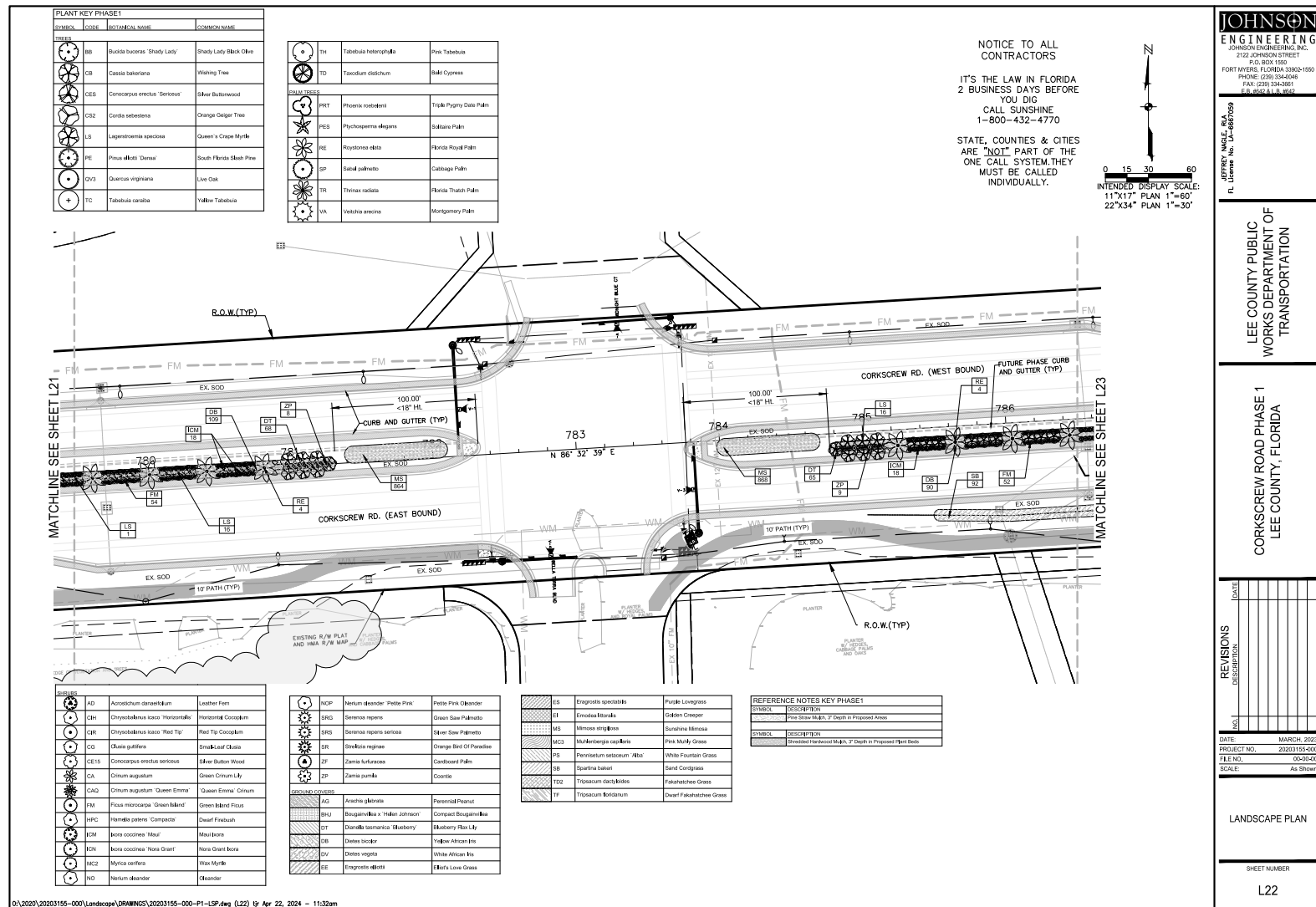


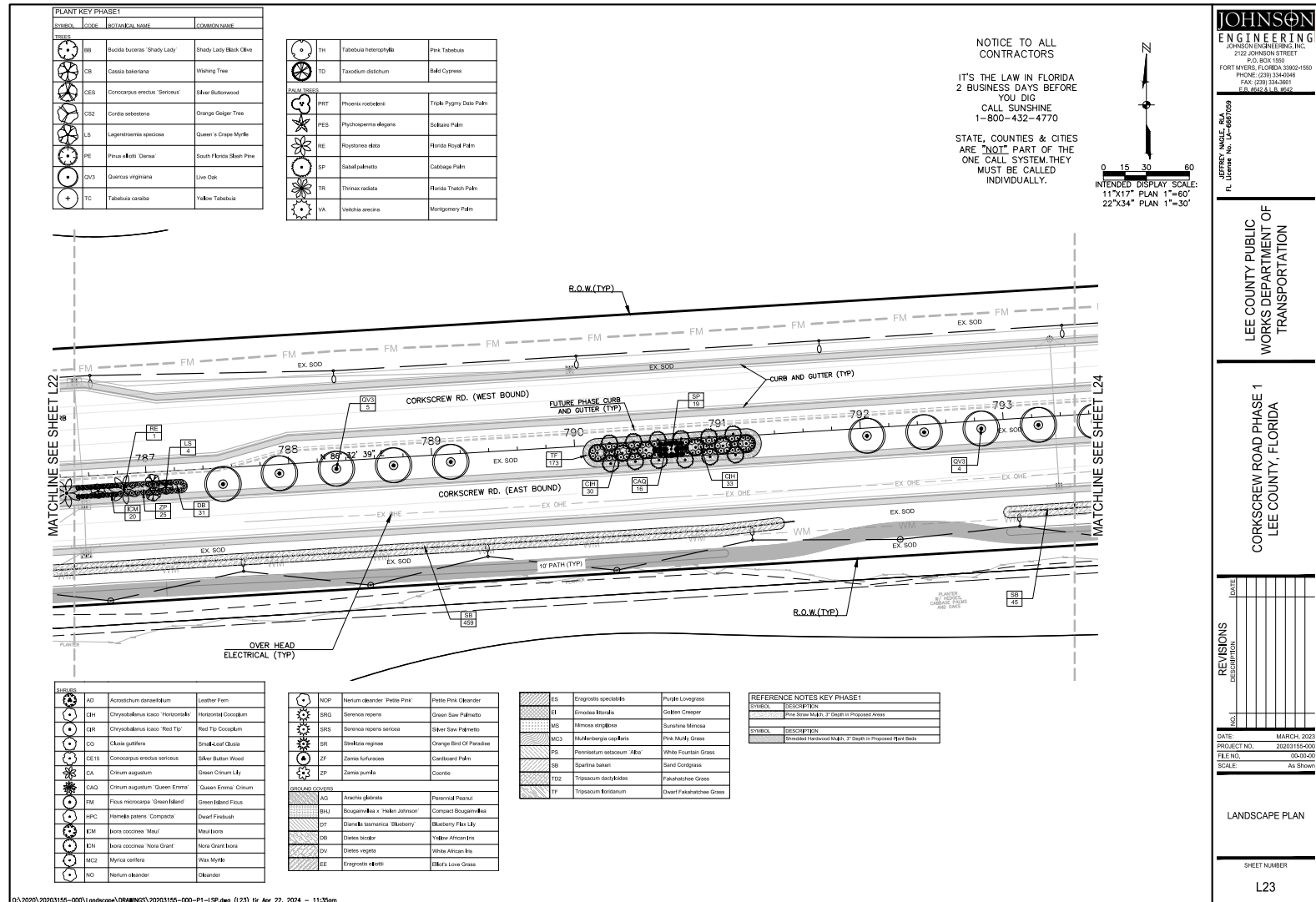


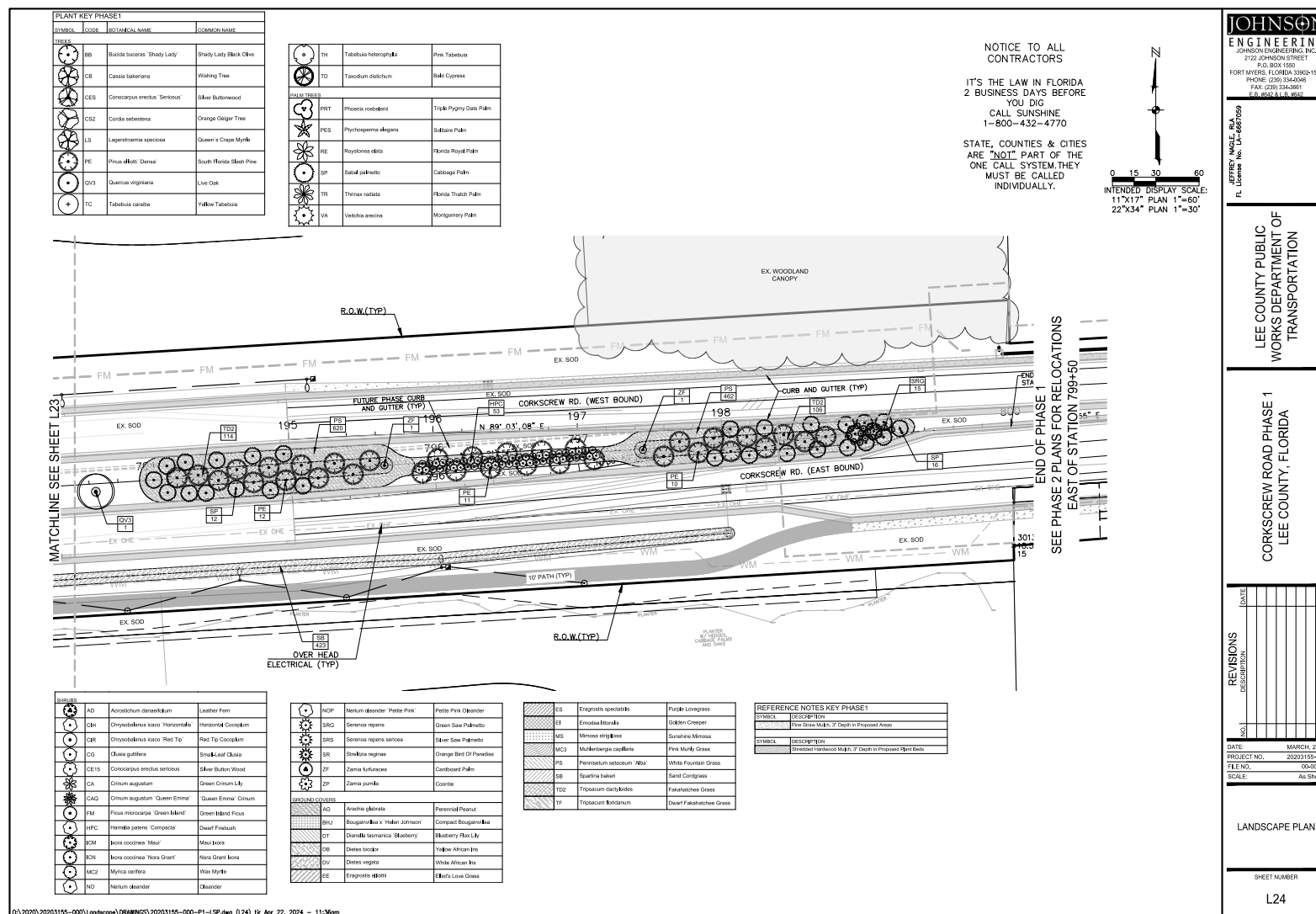












GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES (“GMP Addendum”) is made and entered into this 2nd day of October, 2024 (the “Effective Date”), by and between the Village of Estero, a Florida municipal corporation, referred to herein as “Owner”, and the firm of **Wright Construction Group**, a Florida corporation authorized to conduct business in Florida, 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 Entertainment Hub project (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 (**\$20,158,102.20**) and the Construction Manager’s Fee (**\$1,310,278.00**), is a total of *Twenty-one million four hundred sixty-eight thousand three hundred eighty dollars and twenty cents* (**\$21,468,380.20**). 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 1 through 3, dated September 27, 2024;
- (b) Exhibit B. Allowance items, page 1, dated September 27, 2024;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 1 through 3, dated September 27, 2024;
- (d) Exhibit D. Project Schedule, pages 1 through 2, dated September 27, 2024;
- (e) Exhibit E. Alternate Prices, page 1, dated September 27, 2024; and
- (f) Exhibit F. Unit Prices, pages 1 through 2, dated September 27, 2024.
- (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 **six hundred (600) calendar 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 \$1,694 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:

Wright Construction Group

By: _____
Fred Edman, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager



Corkscrew Road Pathway, Lighting and Landscaping

LIST OF DRAWINGS

September 27, 2024

EXHIBIT A

Drawing #	Drawing Description	Drawing Date	Drawing Revision Date
	Johnson Engineering		
	Corkscrew Road Pathway Improvements		
1	Key Sheet	April 2024	
2	Summary of Pay Items	April 2024	
3	General Notes	April 2024	
4-6	Typical Sections	April 2024	
7-30	Plan Sheets	April 2024	
31-42	Profile Sheets	April 2024	
43-99	Cross Sections	April 2024	
	Corkscrew Road – Lighting Plans (Addendum 5)		
L-1	Key Sheet	September 2024	
L-2	Signature Sheet	September 2024	
L-3 – L-6	Tabulation of Quantities	September 2024	
L-7	General Notes	September 2024	
L-8	Pay Item Notes	September 2024	
L-9 – L-12B	Pole Data and Legend Sheet	September 2024	
L-13	Service Point Details	September 2024	
L-14 – L-37	Lighting Plan Sheets	September 2024	
L-38 – L-39	Light Pole Spread Footer Sheets	September 2024	
	Corkscrew Road – Landscape and Irrigation Plans		
C01	Cover	March 2024	
Key	Key Sheet	March 2024	
G-01	General Notes	March 2024	
T1	Landscape Tabulations	March 2024	
L01 – L24	Landscape Plans	March 2024	
L25 – L27	Landscape Details	March 2024	
L28	Landscape Notes	March 2024	
IRKey	Irrigation Key Sheet	March 2024	
T2	Irrigation Tabulations	March 2024	
IR01 – IR30	Irrigation Details	March 2024	
IR31	Irrigation Notes		



5811 Youngquist Rd, Fort Myers, FL 33912 | wcgfl.com | 239.481.5000  
1821 Victoria Ave, Fort Myers, FL 33901



Corkscrew Road Pathway, Lighting and Landscaping

LIST OF DRAWINGS

September 27, 2024

EXHIBIT A

WRIGHT
CONSTRUCTION GROUP

5811 Youngquist Rd, Fort Myers, FL 33912 | wcgfl.com | 239.481.5000  
1821 Victoria Ave, Fort Myers, FL 33901



Corkscrew Road Pathway, Lighting and Landscaping

LIST OF SPECIFICATIONS, DETAILS

September 27, 2024

EXHIBIT A

Spec Section #	Spec Section Description	# of Pages	Spec Date	Spec Revision Date
	Project Specifications			
	Florida Department of Transportation			
	Standard Specifications – January 2022			
	https://www.fdot.gov/programmanagement/implemented/specbooks/default.shtm			
	Standard Plans FY 2022 – 2023 for Road and Bridge Construction			
	https://www.fdot.gov/design/standardplans/current			
	Invitation to Bid			
	Instruction to Bidders			
	Subcontractor Qualification Form			
	Bid Package 01 – Traffic Control Devices			
	Bid Package 02 – Survey, Layout and As-builts			
	Bid Package 03 – Quality Control			
	Bid Package 04 – Drainage			
	Bid Package 05 – Earthwork			
	Bid Package 06 – Asphalt			
	Bid Package 07 – Concrete			
	Bid Package 08 – Lighting			
	Bid Package 09 – Landscaping and Irrigation			
	Bid Package 10 – Guardrail			
	Bid Package 11 – Erosion Control			
	Bid Package 12 – Fence and Gates			
	Wright Construction Group – Subcontract Agreement – April 21, 2021			
	Addendum 1 – August 12, 2024			
	Addendum 2 – August 15, 2024			
	Addendum 3 – August 20, 2024			
	Addendum 4 – August 27, 2024			
	Addendum 5 – September 11, 2024			
	Addendum 6 – September 13, 2024			



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EXHIBIT B
Village of Estero, Florida
Corkscrew Road
Pathway, Lighting and Landscaping
GMP Submission
September 27, 2024

ALLOWANCES

1. Roadway Striping for new pathway and sidewalk crosswalks	\$42,000.00
2. Roadway Signage relocation in conflict with construction	\$23,000.00
3. Light Pole – spread footer bases for 40' and 20' poles	\$203,206.00
4. Floratam Sod for median and existing condition construction	\$359,973.23

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EXHIBIT C
Village of Estero, Florida
Corkscrew Road
Pathway, Lighting, and Landscaping
GMP Submission
September 27, 2024

CLARIFICATIONS / ASSUMPTIONS / QUALIFICATIONS

This proposal's clarifications/assumptions/qualifications constitute the final agreement concerning each item and supersede all prior drawings, specifications, agreements, correspondence, and understandings between the Construction Manager and the Owner.

Subheadings are for ease of reference only.

GENERAL

- 1) The GMP is not a line item GMP.
- 2) The Owner will furnish the following at no cost to the Construction Manager:
 - a. Final Construction Plans with dated revisions
 - b. CAD Files, including all revisions.
 - c. CAD Files of property surveys.
 - d. Florida Department of Transportation Permits
- 3) A preliminary project schedule has been provided. The total contract time is 600 calendar days from notice to proceed
- 4) The Guaranteed Maximum Price includes a Contractor's Contingency of \$1,406,380.00.
- 5) The Guaranteed Maximum Price includes allowances totaling \$628,179.23

PERMITTING, ENVIRONMENTAL COMPLIANCE, IMPACT FEES AND EASEMENTS

- 6) This estimate assumes that the following permits have been acquired and paid for by the Owner:
 - a. Environmental
 - b. SFWMD
- 7) No cost has been included for:
 - a. Impact fees
 - b. Utility Connection fees
 - c. Special inspection fees
 - d. Utility charges (FPL, LCU, etc)
- 8) No investigation and relocation of wildlife or endangered species is included.
- 9) This estimate assumes that all required easements and rights-of-way have been secured and paid for by the Owner. If unsecured easements and rights-of-way exist, this estimate assumes that they will be obtained and paid for by others so as not to impact the construction schedule.
- 10) This estimate assumes no restoration of any permanent or temporary easements obtained by the Owner.
- 11) This estimate does not include utility fees (power, water, sewer, stormwater, telephone, gas, etc.) for design, assessments, connection, usage, etc.
- 12) The project cost includes Coordination with utility companies, but no cost has been included for protecting or adjusting existing utilities.
- 13) No Lee County Development Order is part of this proposal.
- 14) WCG has included the cost of procuring a dewatering permit should it be necessary. However, contaminants may be present in the water and soils of this area, and WCG has not included any cost for handling or remediating any pollutants in the soil or groundwater.

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EXHIBIT C
Village of Estero, Florida
Corkscrew Road
Pathway, Lighting, and Landscaping
GMP Submission
September 27, 2024

CLARIFICATIONS / ASSUMPTIONS / QUALIFICATIONS

SCHEDULE, WEATHER AND WORK HOURS

- 15) The GMP assumes that work may occur during regular working hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. No allowance has been made to accelerate the schedule or work outside these regular hours. If the Construction Manager is required to expedite the schedule or work outside these regular working hours for reasons outside the Construction Manager's control, the schedule and the GMP will be adjusted accordingly.
- 16) The GMP assumes construction operations will not be allowed on Sundays without the approval of the Village Project Manager. Such approval shall not be unreasonably withheld. If such approval is withheld and results in a delay or delays to the project, it will increase the GMP and extend the time.
- 17) WCG will provide a schedule for procurement and construction upon receipt of the project award. The attached schedule is the preliminary
- 18) This GMP Proposal is based on Village approval no later than November 6, 2024. Approvals after that date may require additional time and money due to subcontractor availability and material volatility.

RESPONSIBILITIES AND INSPECTIONS

- 19) The estimate does not include the cost of any inspections, except as listed in the GMP, required by the Owner or Governmental Agencies having jurisdiction over the work.
- 20) The estimate assumes that the owner will provide unrestricted access to the site, including using existing roads, pathways, and entryways, at no cost to the construction manager, except as stated in the contract documents listed in this proposal.
- 21) The estimate includes coordination with the Owner's consultants and other contractors (if any) but does not include supervising their work.
- 22) The estimate does not include the cost of the work necessitated by the actions or inactions of the Owner's consultants or other contractors.
- 23) No allowance for recording and preserving historical and archeological finds has been included.
- 24) No allowance has been included for schedule impacts, additional mobilizations, or remediation of hazardous soils or groundwater.
- 25) This project has no additional noise ordinance or abatement requirements except those required by the Village of Estero Ordinance. Any noise reduction above the Village of Estero ordinance may incur extra costs to the subcontractor performing such work for the subcontractor.
- 26) Rock Excavation and Removal costs have been included in the proposal.

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EXHIBIT C
Village of Estero, Florida
Corkscrew Road
Pathway, Lighting, and Landscaping
 GMP Submission
 September 27, 2024

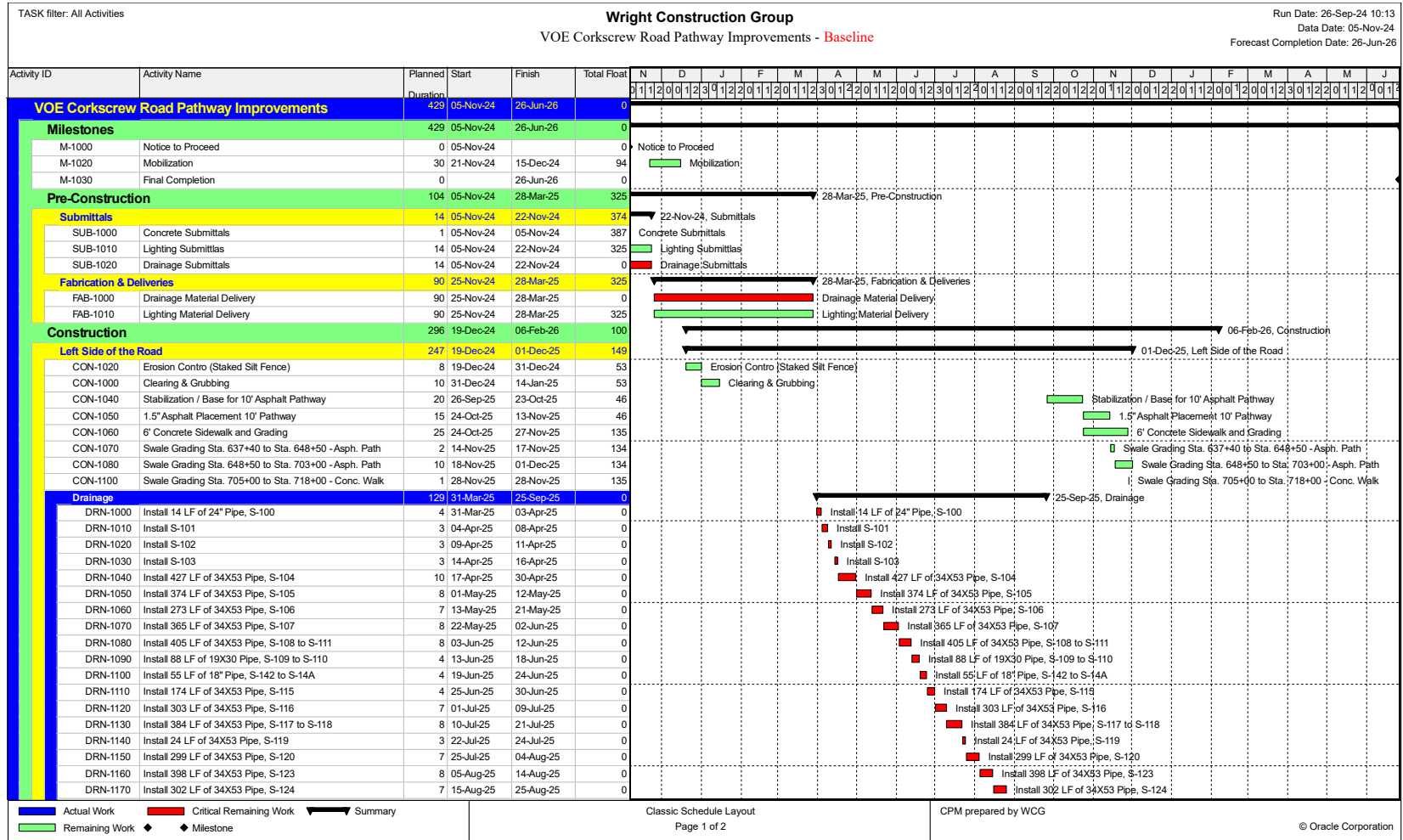
CLARIFICATIONS / ASSUMPTIONS / QUALIFICATIONS

EXCLUSIONS

The following items are expressly excluded from this estimate. These items were excluded based on previous discussions suggesting that they were to be provided by others or not included in the project cost. In some instances, these items have been excluded because they were determined to be unnecessary.

Item #	Description
1	Impact Fees.
2	Utility Connection Fees
3	Special Inspection Fees
4	FDOT Right of Way Permit
5	Village of Estero Right of Way Permit
6	S.U.E. Investigation
7	Removal and Disposal of Unclassified Material
8	Handling or Remediation of soil or groundwater contaminants
9	Consultants Specifically handling the processing of prevailing wage rates with the grant funding representative
10	Construction Engineering and Inspection Service

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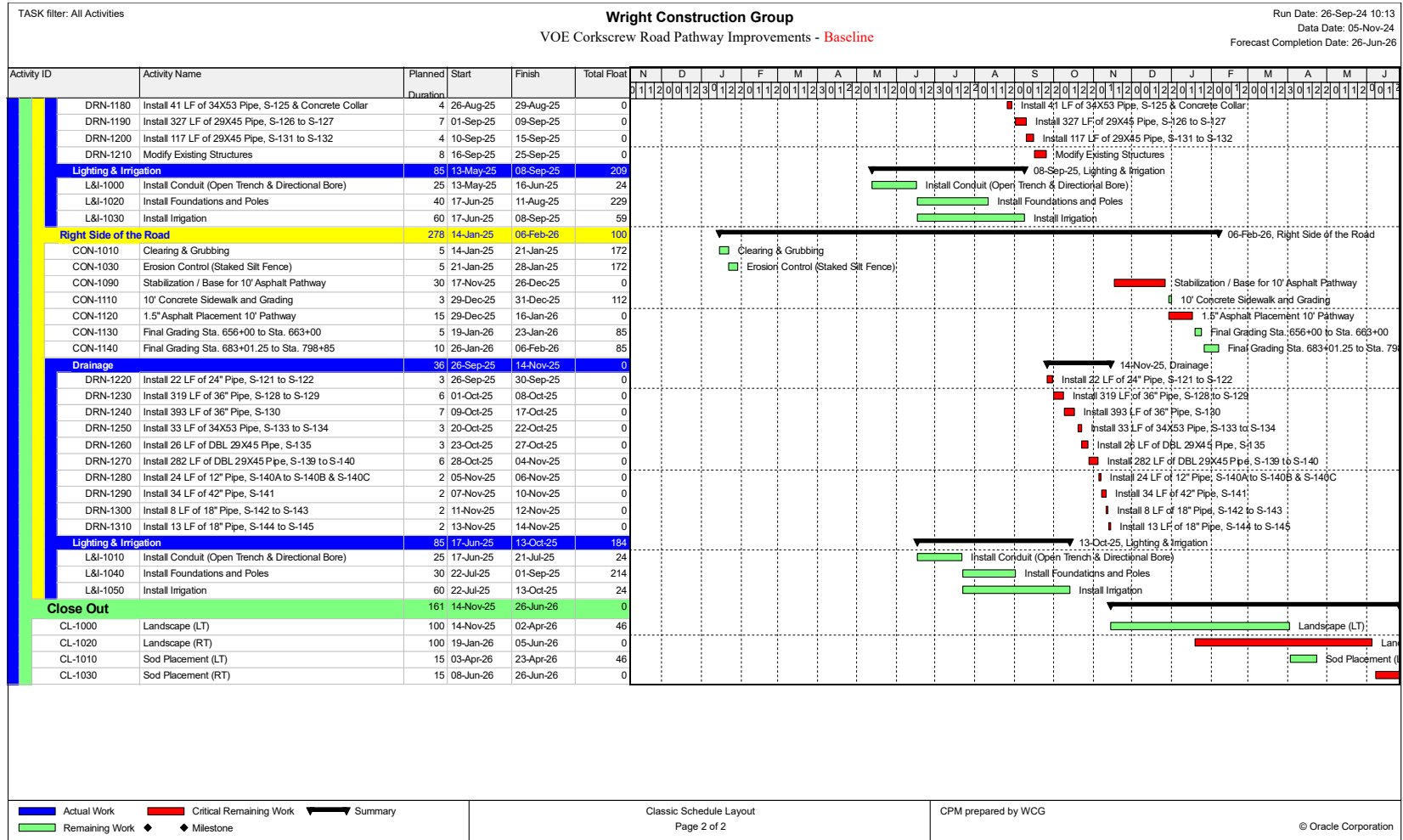


EXHIBIT E

**Village of Estero, Florida
Corkscrew Road
Pathway, Lighting and Landscaping
GMP Submission
September 27, 2024**

ALTERNATE PRICES

None provided

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		EXHIBIT F	
A	A1	B	C
ITEM	COST	DESCRIPTION OF WORK	SCHEDULED
NO.	CODES		
DIVISION 1 - GENERAL REQUIREMENTS			
1	01 00 22	Public Relations	58,950.74
2	01 00 25	Design Fees - MOT Plan / Utility Coordination	38,555.00
3	01 21 01	Striping	42,000.00
4	01 21 02	Signage Relocation	23,000.00
5	4 21 03	Light Pole - Spread footer base	203,206.00
6	5 21 03	Florotan Sod	359,973.23
7	01 31 00	Project Executive	52,788.00
8	01 31 01	Project Superintendent	403,200.00
9	01 31 02	Superintendent (Landscape Maintenance Period)	23,296.00
10	01 31 03	Project Manager	270,000.00
11	01 31 04	Project Manager (Landscape Maintenance Period)	13,000.00
12	01 31 05	Project Administrator	140,400.00
13	01 31 07	General Superintendent	94,944.00
14	01 32 34	Preconstruction Video	5,000.00
15	01 33 70	Software Fee (Procore Project Management)	33,000.00
16	01 35 26	Safety Training / Inspection	8,000.00
17	01 41 26	Permits (NPDES / Dewatering / ROW)	12,500.00
18	01 45 23	Testing & Inspections	171,000.00
19	01 52 19	Sanitary Facilities	14,400.00
20	01 55 26	Traffic Control	811,544.00
21	01 55 29	Staging Area	63,916.00

		EXHIBIT F	
A	A1	B	C
ITEM	COST	DESCRIPTION OF WORK	SCHEDULED
NO.	CODES		
22	01 57 13	Erosion Control	126,908.40
23	01 71 23	Survey / Layout / As-builts	111,600.00
24	01 73 10	Equipment Rental	159,716.57
25	01 73 20	Fuel - Equipment Rental	26,910.30
26	01 73 30	Miscellaneous Tools and Equipment	19,285.71
27	01 74 13	Progress Cleaning	26,910.30
28	01 74 23	Final Cleaning	80,536.75
29	03 10 00	General Concrete	357,455.18
30	26 56 19	Roadway Lighting	3,766,505.13
31	31 01 00	General Earthwork	2,579,530.13
32	32 12 00	Flexible Paving	525,666.18
33	32 31 00	Fencing and Gates	39,926.00
34	32 91 00	Plantings (Landscape / Irrigation)	4,601,558.83
35	33 44 00	Storm Drains	3,041,312.35
36	34 71 30	Guardrail	7,250.00
37	01 00 16	Payment and Performance Bond	207,586.00
38	01 00 17	General Liability Insurance	219,891.00
39	01 21 16	Contractor Contingency Fund (7.5%)	1,406,380.00
40		Contractors Fee (6.5%)	1,310,278.00
		GRAND TOTALS	21,457,879.80

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Estero on the River Construction Manager at Risk Contract Guaranteed Maximum Price (GMP) Addendum No. 01

Motion to approve Contract Number 240004 GMP Addendum No. 01 in the amount of \$7,865,614 with Manhattan Construction for the construction of the Estero on the River Phase 1 improvements.

Approve a \$590,000 contingency for additional service that may be required to complete the project.

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

Background:

The Estero on the River Property includes approximately 63.7 acres of land located on the east side of US 41 north of Corkscrew Road. The Village of Estero's consultants have completed design and permitting for the phase 1 improvements.

Through a State Appropriation, the Village of Estero has received a \$750,000 Florida Department of Environmental Protection (FDEP) Grant for this project.

Village Council approved Contract Number 240004 on June 19, 2024, for Manhattan Construction Company to provide Construction Manager at Risk Services for the Estero on the River Projects. Manhattan has completed the Phase 1 preconstruction services which includes bidding and establishment of a guaranteed maximum price (GMP) for the construction of the Phase 1 improvements.

Description:

Per the attached Addendum No. 01 to Contract Number 240004, Manhattan Construction is proposing to build the Estero on the River Phase 1 improvements.

Page 1 of 3

The proposed Estero on the River Phase 1 improvements include the following:

1. Entry Road
2. Parking Lot
3. Restroom building
4. Utilities
5. Pedestrian bridge over the Estero River
6. Walking Paths (mulch surface)

Action Requested:

Motion to approve Contract Number 240004 GMP Addendum No. 01 in the amount of \$7,365,316 with Manhattan Construction for the construction of the Estero on the River Phase 1 improvements.

Approve a \$553,000 contingency for additional service that may be required to complete the project.

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

Process and Timeline:

Exhibit D of the proposed Addendum is the proposed project schedule. The contract documents indicate the project will achieve substantial completion within 328 days of notice to proceed.

Financial Impact:

The contract's financial impact is \$7,918,316 (contract plus 7.5% contingency). Funds in the Estero on the River Improvements Fiscal Year 2024-2025 budget (\$4.5 Million) and unallocated general funds will be used to fund this contract.

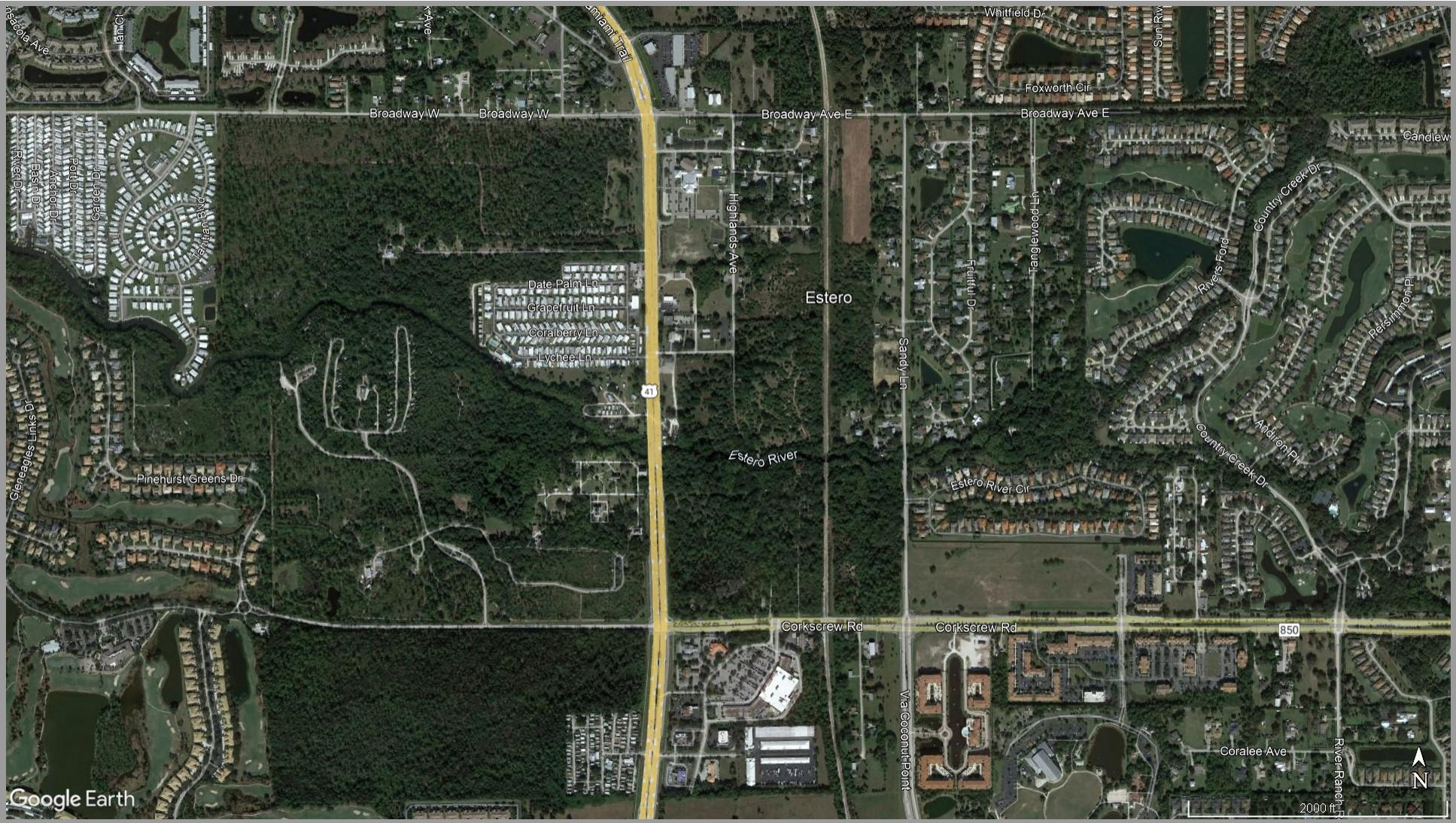
The Village of Estero has received a Florida Department of Environmental Protection Grant for the project in the amount of \$750,000.

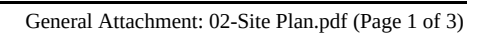
Prepared by: David Willems, P.E.

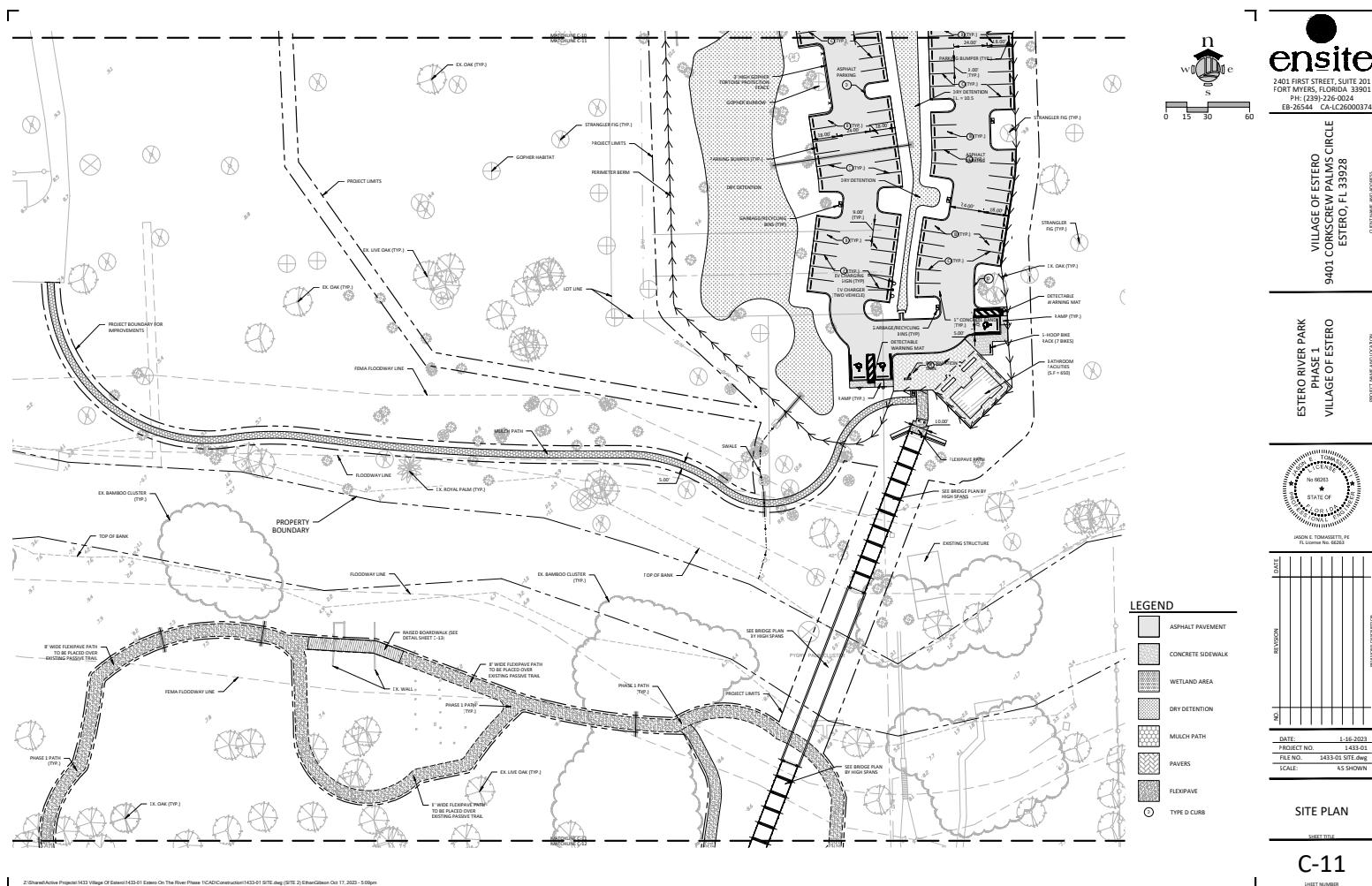
Attachments:

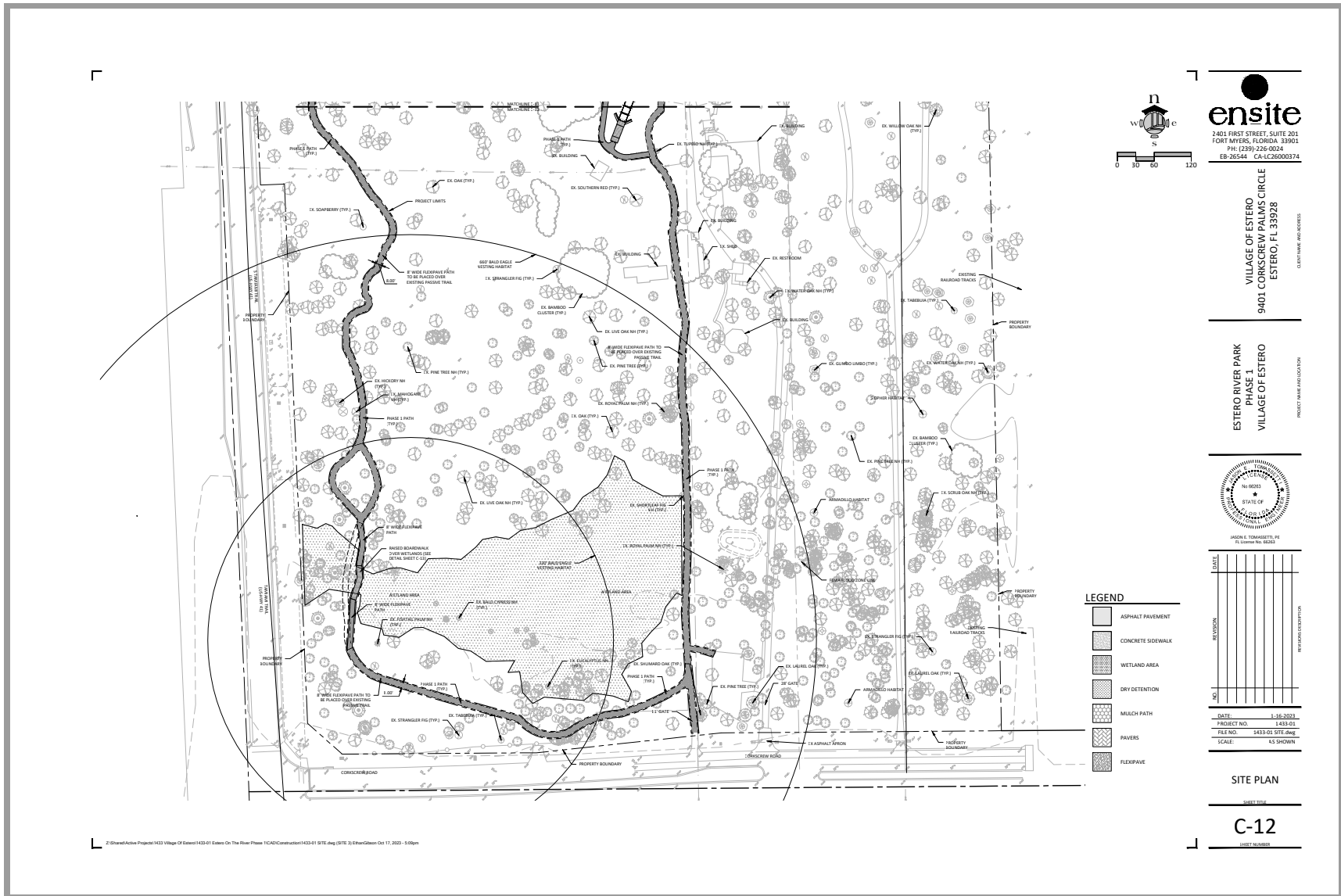
Page 2 of 3

1. Location Map
2. Site Plan
3. Contract 240004 GMP Addendum No. 01









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 6th day of November 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, an Oklahoma corporation authorized to conduct business in Florida, 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 Entertainment Hub project (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 (\$6,903,272.00) and the Construction Manager’s Fee (\$462,044.00), is a total of Seven million, three hundred sixty-five thousand, three hundred sixteen dollars and 0/100 (\$7,365,316.00). 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 K, 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, (5) pages;
- (b) Exhibit B. Allowance items, (1) page;
- (c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, (1) page;
- (d) Exhibit D. Project Schedule, (1) page;
- (e) Exhibit E. Alternate Prices, (1) page;
- (f) Exhibit F. Unit Prices, N/A;
- (g) Exhibit G. Affidavit of No Conflict, (1) page;
- (h) Exhibit H. Certificate(s) of Insurance – to be issued upon execution;
- (i) Exhibit I. Payment and Performance Bond – to be issued upon execution;
- (j) Exhibit J. Standard Forms (by reference only):
 - 1. Application for Payment (AIA G702 and AIA G703)
 - 2. Certificate of Substantial Completion (AIA G704)
 - 3. Change Order (AIA G701)
- (k) Exhibit K. Bid Recap, (2) pages

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 Three hundred forty-three (343) calendar 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 \$500.00 per calendar day, commencing on the thirty-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 Company

By: _____
Craig Bryant, Vice President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager



Manhattan Construction Company LLC (successor-by-conversion to Manhattan Construction Company)

Printed on Wed Sep 4, 2024 at 04:10 pm EDT

Job #: 8573 Estero on the River Phase 1 & 2
Corkscrew Road
Estero, Florida 33928**Current Drawings**

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
Architectural					
A-101	PLANS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-201	ELEVATIONS & BUILDING SECTIONS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-301	WALL SECTIONS & DETAILS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-310	DETAILS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-601	DOOR & FINISH SCHEDULE &	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-701	SPECIFICATIONS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-702	SPECIFICATIONS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-703	SPECIFICATIONS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
A-704	SPECIFICATIONS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
AS-001	ARCHITECTURAL SITE PLAN	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
Bald Eagle Monitor					
BALD EAGLE PAGE 1	BALD EAGLE MANAGEMENT / MONITORING PLAN	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 2	TABLE OF CONTENTS	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 3	INTRODUCTION	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 4	BALD EAGLE NEST	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 5	BALD EAGLE NEST LE 37 AND PROPOSED PARK PLANS	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 6	BALD EAGLE PROTECTION MEASURES	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 7	PROPOSED EAGLE MONITORS	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 8	LITERATURE CITED	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 9	LOCATION MAP	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
BALD EAGLE PAGE 10	AERIAL WITH NEARBY WATER BODIES	0	04/03/2023	03/15/2024	Phase 1 (01/16/24)
Civil					
C-01	COVER SHEET, VICINITY MAP & INDEX	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-02	GENERAL NOTES	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-03	AERIAL MAP	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-04	SOIL & EXISTING CONDITIONS MAP	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-05	SOIL & EXISTING CONDITIONS MAP	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-06	EROSION & SEDIMENT CONTROL PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-07	EROSION & SEDIMENT CONTROL PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-08	EROSION & SEDIMENT CONTROL DETAILS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-09	OVERALL SITE PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-10	SITE PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-11	SITE PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)

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Manhattan Construction Company LLC (successor-by-conversion to Manhattan Construction Company)

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Job #: 8573 Estero on the River Phase 1 & 2
Corkscrew Road
Estero, Florida 33928

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
C-12	SITE PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-13	SITE DETAILS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-14	OVERALL ENGINEERING PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-15	ENGINEERING PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-16	ENGINEERING PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-17	ENGINEERING PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-18	TYPICAL SECTIONS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-19	ENGINEERING DETAILS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-20	ENGINEERING DETAILS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-21	FDOT DETAILS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-22	LIFT STATION	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-23	AUTO TURN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
C-24	SITE ALTERNATE PERMEABLE PARKING AREAS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
Electrical					
E-001	GENERAL NOTES - ELECTRICAL	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
E-101	FLOOR PLAN - LTG AND POWER	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
E-501	DETAILS - ELECTRICAL	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
E-601	PANEL, RISER	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
General					
G-010	GENERAL NOTES LEGENDS & ABBREVIATIONS	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
G-011	LIFE SAFTEY PLAN & CODE INFORMATION	0	09/08/2023	03/15/2024	Phase 1 (01/16/24)
Irrigation					
IR-01	IRRIGATION PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
IR-02	IRRIGATION LEGENDS, NOTES & DETAILS	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
Landscape					
LA-01	LANDSCAPE PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
LA-02	LANDSCAPE PLAN	0	01/16/2023	03/15/2024	Phase 1 (01/16/24)
Mechanical					
M-001	GENERAL NOTES, SPECS, DETAILS - HVAC	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
M-101	FLOOR PLAN - HVAC	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
Pedestrian Bridge					
1	TITLE PAGE	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
1of1	GRAVITY WALL	2	11/01/2017		Pedestrian Bridge Final DS (07/11/24)
2	SIGNATURE SHEET	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
3	SUMMARY OF STRUCTURE QUANTITIES	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)



Manhattan Construction Company LLC (successor-by-conversion to Manhattan Construction Company)

Printed on Wed Sep 4, 2024 at 04:10 pm EDT

Job #: 8573 Estero on the River Phase 1 & 2
Corkscrew Road
Estero, Florida 33928

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
4	GENERAL NOTES (1 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
5	GENERAL NOTES (2 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
6	TRUSS CONFIGURATION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
7	PROJECT LOCATION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
8	SLOPE PROTECTION DETAILS (1 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
9	SLOPE PROTECTION DETAILS (2 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
10	PLAN AND ELEVATION (1 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
11	PLAN AND ELEVATION (2 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
12	TYPICAL SECTION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
13	SUPERSTRUCTURE DETAILS	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
14	BRIDGE HYDRAULIC RECOMMENDATIONS	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
15	REPORT OF CORE BORINGS	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
16	FOUNDATION LAYOUT	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
17	PILE DATA TABLE	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
18	PIER 1 PLAN & ELEVATION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
19	PIER 2 PLAN & ELEVATION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
20	PIER DETAILS (1 OF 3)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
21	PIER DETAILS (2 OF 3)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
22	PIER DETAILS (3 OF 3)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
23	FOOTING DETAILS	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
24	REINFORCING BAR LIST	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
25	BOARDWALK TYPICAL SECTION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
26	BOARDWALK FRAMING PLAN	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)

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Manhattan Construction Company LLC (successor-by-conversion to Manhattan Construction Company)

Printed on Wed Sep 4, 2024 at 04:10 pm EDT

Job #: 8573 Estero on the River Phase 1 & 2
Corkscrew Road
Estero, Florida 33928

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set
					24)
27	RAISED TIMBER WALKWAY DETAILS (1 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
28	RAISED TIMBER WALKWAY DETAILS (2 OF 2)	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
29	ABUTMENT END TRANSITION	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
30	Abutment End Wall Elevation	2	03/20/2024		Pedestrian Bridge Final DS (07/11/24)
Plumbing					
P-001	GENERAL NOTES, SCHEDULES AND DETAILS-PLUMBING	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
P-101	FLOOR PLANS & ISOMETRICS - PLUMBING	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
Structural					
S-001	GENERAL NOTES	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
S-101	STRUCTURAL PLANS	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
S-201	DETAILS	0	12/09/2022	03/15/2024	Phase 1 (01/16/24)
Survey					
Survey 1	SHEET 1 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 2	SHEET 2 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 3	SHEET 3 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 4	SHEET 4 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 5	SHEET 5 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 6	SHEET 6 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 7	SHEET 7 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 8	SHEET 8 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)
Survey 9	SHEET 9 OF 9	0	03/22/2022	03/15/2024	Phase 1 (01/16/24)



Manhattan Construction Company LLC (successor-by-conversion to Manhattan Construction Company)

Printed on Wed Sep 4, 2024 at 03:50 pm EDT

Job #: 8573 Estero on the River Phase 1 & 2
Corkscrew Road
Estero, Florida 33928

RFI LOG

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
12	Corrosive Protection for Pedestrian Bridge Supports	Closed	Manhattan - South...	Zander, Jon (Manhattan - Southwest Florida)	Jackson, Mica (Hi...	07/31/2024	Jon Zander	08/02/2024	08/05/24			TBD		TBD
11	Modified D Curb/Edge Restraint	Closed	Manhattan - South...	Wheeler, Kevin (Manhattan - Southwest Florida)	Smith, Brian (Ens...	07/30/2024	Jon Zander	08/04/2024	08/08/24			TBD		TBD
10	Brick Pavers @ Restroom Facility	Closed	Manhattan - South...	Fisher, Matthew (Manhattan - Southwest Florida)	Smith, Brian (Ens... Mayo, Tom (Harvar...	07/30/2024	Jon Zander	08/01/2024	08/05/24			TBD		TBD
9	Cast Stone Substitution	Closed	Manhattan - South...	Wheeler, Kevin (Manhattan - Southwest Florida)	Mayo, Tom (Harvar...	07/30/2024	Jon Zander	08/04/2024	08/08/24			TBD		TBD
8	PVC Coated Wire for Timber Walkways	Closed		None	Jackson, Mica (Hi...	07/29/2024	Jon Zander	07/31/2024	08/05/24			TBD		TBD
7	Restroom Floor Elevation	Closed		None	Smith, Brian (Ens...	07/26/2024	Jon Zander	07/30/2024	07/31/24			TBD		TBD
6	Joist Connections for Boardwalks	Closed		None	Jackson, Mica (Hi...	07/25/2024	Jon Zander	07/29/2024	07/30/24			TBD		TBD
5	Elevated Boardwalks along Nature Trail	Closed		None	Smith, Brian (Ens... Jackson, Mica (Hi...	07/24/2024	Jon Zander	07/26/2024	07/26/24			TBD		TBD
4	Power for Irrigation Well	Open		None	Mayo, Tom (Harvar...	07/24/2024	Jon Zander	07/26/2024		Mayo, Tom (Harvar...		TBD		TBD
3	Power for Lift Station	Open		None	Mayo, Tom (Harvar...	07/24/2024	Jon Zander	07/26/2024		Mayo, Tom (Harvar...		TBD		TBD
2	Power for EV Charging Stations	Open		None	Mayo, Tom (Harvar...	07/24/2024	Jon Zander	07/26/2024		Mayo, Tom (Harvar...		TBD		TBD
1	Restroom Facility Interior Masonry Screen Wall	Open	Manhattan - South...	Wheeler, Kevin (Manhattan - Southwest Florida)	Mayo, Tom (Harvar...	07/18/2024	Michael Robertson	07/23/2024		Robertson, Michael...		TBD		TBD



EXHIBIT B
Allowances

The following Allowances are included in the GMP & will be reconciled once firm costs are determined. Any savings from these Allowances shall be returned to the Village of Estero.

Item #	Description	Allowance
1.	Removal of invasive vegetation North of Estero River	\$25,000.00
2.	E/V charging station	\$5,000.00
3.	Verification of existing topography & elevations at river as requested by Highspans Engineering, Inc.	\$5,000.00
4.	Permits (building, ROW, etc.)	\$10,000.00
5.	Underground conduits (includes 1,000 LF of 2" for future site lighting & 1,000 LF of 2" for low voltage	\$14,000.00
6.	Park information sign (reflected on C-11 but no details provided)	\$1,500.00
7.	Electrical – current restroom building electrical plans are incomplete; once finalized, this bid package will be re-bid	\$111,800.00



EXHIBIT C
Assumptions and Clarifications

The following Assumptions and Clarifications have been made in developing the GMP:

1. Remediation or abatement of any and all hazardous materials is excluded.
2. The masonry wing walls in each restroom are not shown on the structural drawings but have been included per the architectural.
3. Glass systems included are by YKK American with impact resistant glazing.
4. We have included hard floor tiles as Daltile 6x6 in standard colors and standard grout colors. Epoxy grout is not included.
5. We have included standard colors for the vinyl wall protection.
6. We have included a premanufactured pedestrian bridge by Bridge Brothers.
7. We have included ALTERNATE 3B in the GMP.

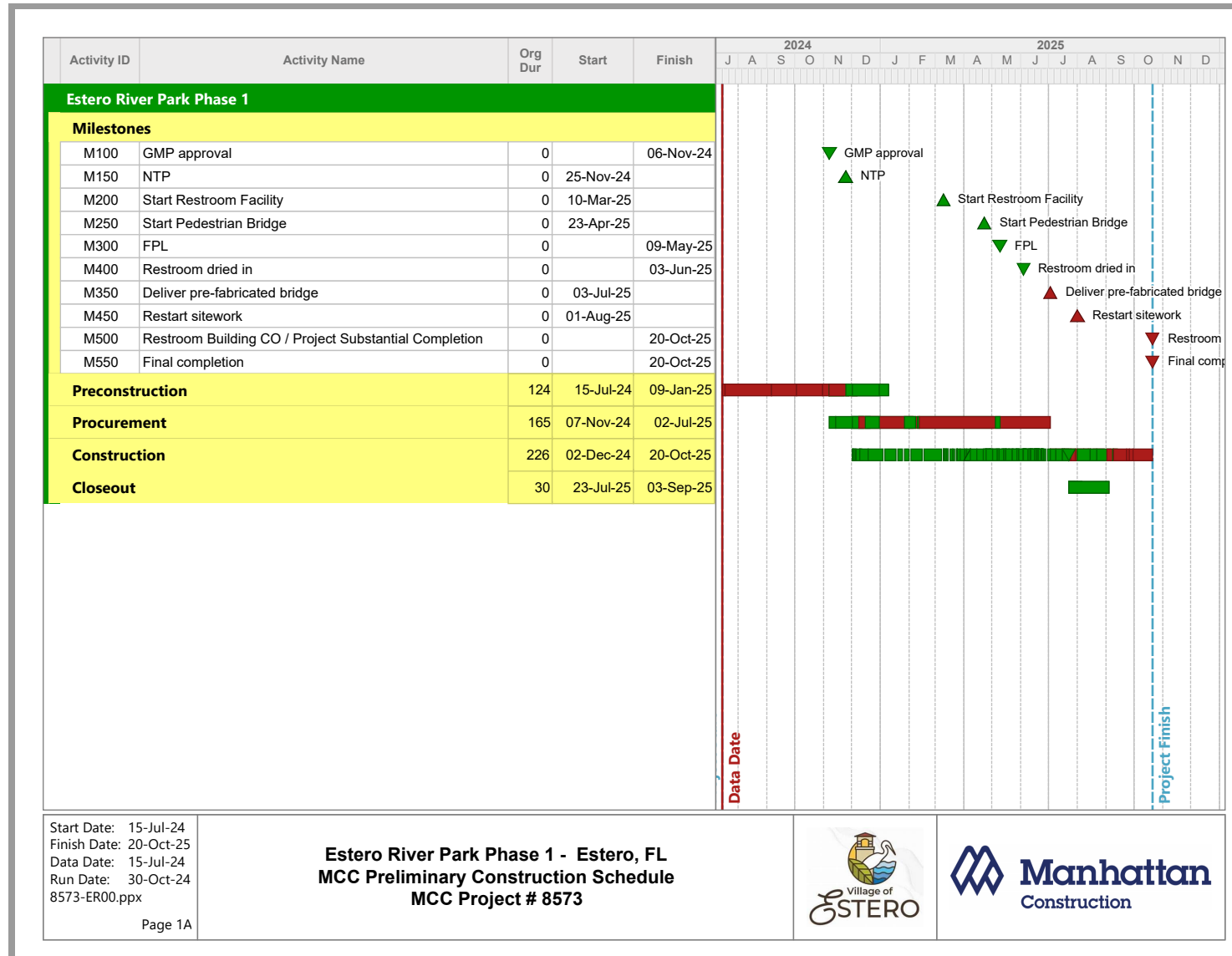




EXHIBIT E
Alternates

Alternate 3B is included in the GMP. The remaining Alternates are not included in the GMP & could be added by Change Order within thirty (30) days of GMP approval. After that time, pricing would need to be verified.

Item #	Description	Amount
1.	Specified bridge manufacturer (Contech)	\$432,165.00
		+ (4) months schedule extension
2.	Permeable concrete pavers in lieu of asphalt paving per sheet C-24	\$226,200.00
3A.	Delete flexi-pave surface on walking path & leave as gravel surface	(\$384,000.00)
3B.	Delete flexi-pave surface & gravel base on walking path & install mulch path – INCLUDED IN GMP	(\$500,000.00)
3C.	Delete flexi-pave surface & gravel base on walking path leaving only a graded dirt path	(\$550,000.00)
4.	Delete asphalt paving at drives & parking stalls; leave gravel drives & add sod in parking stalls only	(\$86,000.00)
5.	Delete North elevated boardwalk (1 each)	(\$35,000.00)
6.	Change bridge deck surface from concrete to wood	\$13,875.00

EXHIBIT G
Conflicts Affidavit

The undersigned corporate officer attests the Contractor:

- (a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require Company to maintain an adversarial role against the Village of Estero or that will impair or influence the advice, recommendations or quality of work provided to the Village; and
- (b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and
- (c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

For the purpose of participating in the Village's Invitation to Bid or Request for Proposals process, and to facilitate the Village's compliance with Part II of Chapter 112, Florida Statutes, the undersigned corporate officer further attests:

The persons listed below are corporate officers, directors or agents and are currently officers or employees of the Village of Estero:
N/A

The persons listed below are current Village of Estero officers or employees who own an interest of five percent (5%) or more in the company/entity named above:
N/A

The above information is true and correct to the best of my knowledge. Signed on this 11th day of September 2024.

Signature _____

Print Name and Title _____

sworn to and subscribed before me this ____ day of _____, 20__.

Personally known ____ OR Produced identification _____ Type of identification produced _____

Signature of Notary _____
State of Florida

Print, Type or Stamp Commissioned Name of Notary Public:



Estimate Dated:	Wednesday, October 30, 2024		
Project Name:	Estero on the River Phase 1	Project Duration	10 months
100% PRECONSTRUCTION BUDGET ESTIMATE SUMMARY			
MANHATTAN CONSTRUCTION			
Bid Pkg No.	Scope of Work	TOTAL	% of Total
BP01A	GENERAL CONDITIONS	\$ 618,512.00	8.4%
BP01B	GENERAL REQUIREMENTS	\$ 204,554.00	2.8%
DIV01.00	ENVELOPE CONSULTANTS	\$ 8,650.00	0.12%
DIV01.01	ENVIRONMENTAL SERVICES	\$ 27,550.00	0.37%
BP01.56	TEMP FENCE	\$ 43,300.00	0.59%
BP01.70	MATERIAL TESTING	\$ 17,500.00	0.24%
BP02.21	SURVEYS	\$ 67,630.00	0.92%
BP03.30	CAST IN PLACE CONCRETE	\$ 89,900.00	1.22%
BP04.72	MASONRY VENEER	\$ 6,182.00	0.08%
BP05.12	STRUCTURAL STEEL	\$ 37,381.00	0.51%
BP05.70	DECORATIVE METALS	\$ 3,100.00	0.04%
BP07.10	WATERPROOFING & CAULKING	\$ 1,365.00	0.02%
BP0741	METAL ROOFING	\$ 91,664.00	1.24%
BP07.46	CEMENT BOARD SIDING	\$ 37,175.00	0.50%
BP08.40	GLASS STOREFRONT	\$ 29,850.00	0.41%
BP09.29	DRYWALL & FINISHING	\$ 24,411.00	0.33%
BP09.60	FLOORING	\$ 6,836.00	0.09%
BP09.90	PAINTING & COATINGS	\$ 20,862.00	0.28%
BP10.14	SIGNS	\$ 1,950.00	0.03%
BP10.20	INTERIOR SPECIALTIES	\$ 35,165.00	0.48%
BP22.00	PLUMBING	\$ 83,900.00	1.14%
BP23.00	HVAC	\$ 28,000.00	0.38%
BP26.00	ELECTRICAL	\$ 111,800.00	1.52%
BP31.00	EARTHWORK	\$ 1,481,366.00	20.11%
BP32.11	FLEXI PAVE	\$ -	0.00%
BP32.24	FABRICATED PEDESTRIAN BRIDGE	\$ 1,862,539.00	25.29%
BP32.31	FENCING & GATES	\$ 13,435.00	0.18%
BP32.33	SITE FURNISHINGS	\$ 3,500.00	0.05%
BP32.90	LANDSCAPING & IRRIGATION	\$ 168,337.00	2.29%
BP33.00	SITE UTILITIES	\$ 808,000.00	10.97%
BP33.01	US 41 FORCE MAIN EXTENSION	\$ 538,652.00	7.31%
Subtotal		\$ 6,473,066.00	88%

10/30/2024



6.50%	Sales Tax (Included in Items Above)	\$	-	0%
	Subtotal Cost of Work	\$	6,473,066.00	
0.00%	Owner's Contingency Allowance (by Owner)	\$	-	0%
3.00%	MCC Construction Contingency	\$	194,191.98	2.64%
	Subtotal Cost of Work	\$	6,667,257.98	
1.00%	Builders Risk	\$	66,672.58	0.91%
ALLOW	Building Permit	\$	10,000.00	0.14%
	Subtotal	\$	6,743,930.56	
1.500%	Construction Manager Insurances	\$	101,158.96	1.37%
	Subtotal	\$	6,845,089.52	
0.85%	CM Payment & Performance Bond	\$	58,183.26	0.79%
6.75%	MCC Profit & Fee	\$	462,043.54	6.27%
TOTAL GMP CONSTRUCTION DOCUMENT ESTIMATE SUMMARY:		\$	7,365,316.32	100.00%

10/30/2024

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Williams Road Drainage Ditch Acquisition Services Contract

Approve EC 2024-06 STA -07 in the amount of \$97,500 for Florida Acquisition & Appraisal Inc. to provide acquisition services for the Williams Road ditch.

Approve a \$9,750 contingency for additional services that may be required to complete the project.

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

Background:

The existing roadside ditch that runs along the north side of Williams Road between River Ranch Road and Three Oaks Parkway is located on private property. The ditch conveys water from River Ranch Road and Williams Road to drainage pipes along Three Oaks Parkway that flow into the South Branch of the Estero River.

The western portion of the ditch is located on single family lots because the lots were platted all the way to the Williams Road right of way. This would not be allowed under current development regulations.

The ditch being located on private property created some operational and maintenance challenges. Some portions of the ditch only received very limited maintenance.

Description:

Transferring the property to Village ownership and/or easements would allow the Village to maintain the ditch uniformly, leading to better drainage in the area. Village control of the ditch property could make maintenance of the adjacent sidewalk easier and provide some design flexibility for any future improvements along Williams Road.

Village of Estero Staff is proposing to hire Florida Acquisition & Appraisal, Inc. (FLAA) to help obtain the required easements or property rights along Williams Road. FLAA will provide the following services to help the Village obtain the required easements.

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

Action Requested:

Approve EC 2024-06 STA -07 in the amount of \$97,500 for Florida Acquisition & Appraisal Inc. to provide acquisition services for the Williams Road ditch.

Approve a \$9,750 contingency for additional services that may be required to complete the project.

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

Process and Timeline:

FLAA will start working on easement acquisition after the contract is fully executed. They will work to complete the project as quickly as possible, but they are estimating completing all acquisitions could take as long as 12 months.

Financial Impact:

The financial impact of this contract is up to \$107,500 (contract amount plus 10% contingency).

This will be funded using unallocated general funds.

Prepared by: David Willems, P.E.

Attachments:

1. EC 2024-06 STA -07
2. Location Map



Right of Way Acquisition Services

EC 2024-06

STA No. 07

Project Name: Williams Road Drainage Easement and Property Acquisition Services

Consultant: Florida Acquisition & Appraisal, Inc.

Joe Blair: jblair@flaa.com

Village of Estero Account Number: _____

Brief Description: Assist the Village of Estero in obtaining easements and property required for Williams Road Drainage Project.

Total Fees: \$97,500

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

Consultant: Florida Acquisition & Appraisal, Inc.

By: _____

Name: John J. Curatelli, Jr.

Title: President

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

Title: Village Manager

Date: _____

SCOPE OF SERVICES & FEE PROPOSAL

DESCRIPTION

- ◆ STA-7 for Williams Road Drainage Project (Fee Simple)
- ◆ The 13 properties identified:

Folio #s	Ownership	Comments
10474622	CHOUINARD ZACHERY R & CHOUINARD HANNAH S	Single Family Residential
10474623	FLEMING ROBERT R & FLEMING STEPHANIE A	Single Family Residential
10474624	GARCIA YAROSLABA	Single Family Residential
10474625	HOLLMAN CLARK	Single Family Residential
10474626	CHADWELL EDWARD A & NELLY G	Single Family Residential
10474627	SCHMIDT ROBERT & IVANA	Single Family Residential
10474628	RAKOSKI JON C & CHERYL A	Single Family Residential
10474629	DOUGLAS ANDREA & COOK JORDAN	Single Family Residential
10474630	JEWELL GINA D & WARREN T	Single Family Residential
10474631	PAULAUSKIS JANEEN	Single Family Residential
10474632	CONIDARIS DEVELOPMENT CO	Single Family Residential
10474728	CONIDARIS DEVELOPMENT COMPANY	Vacant Residential
10621674	D R HORTON INC	Common Area

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

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

ASSUMPTIONS

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

SCOPE OF SERVICES & FEE PROPOSAL

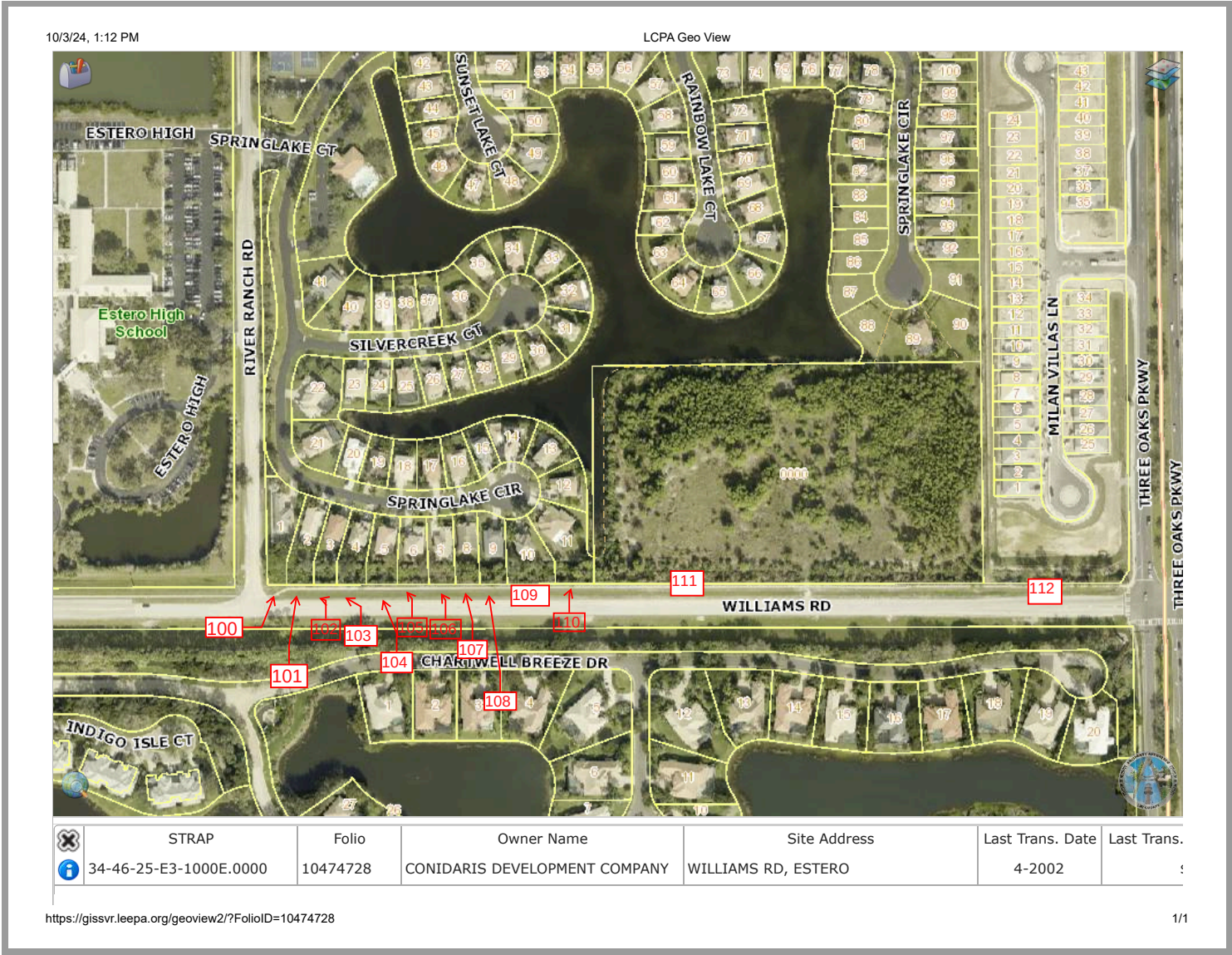
SCHEDULE

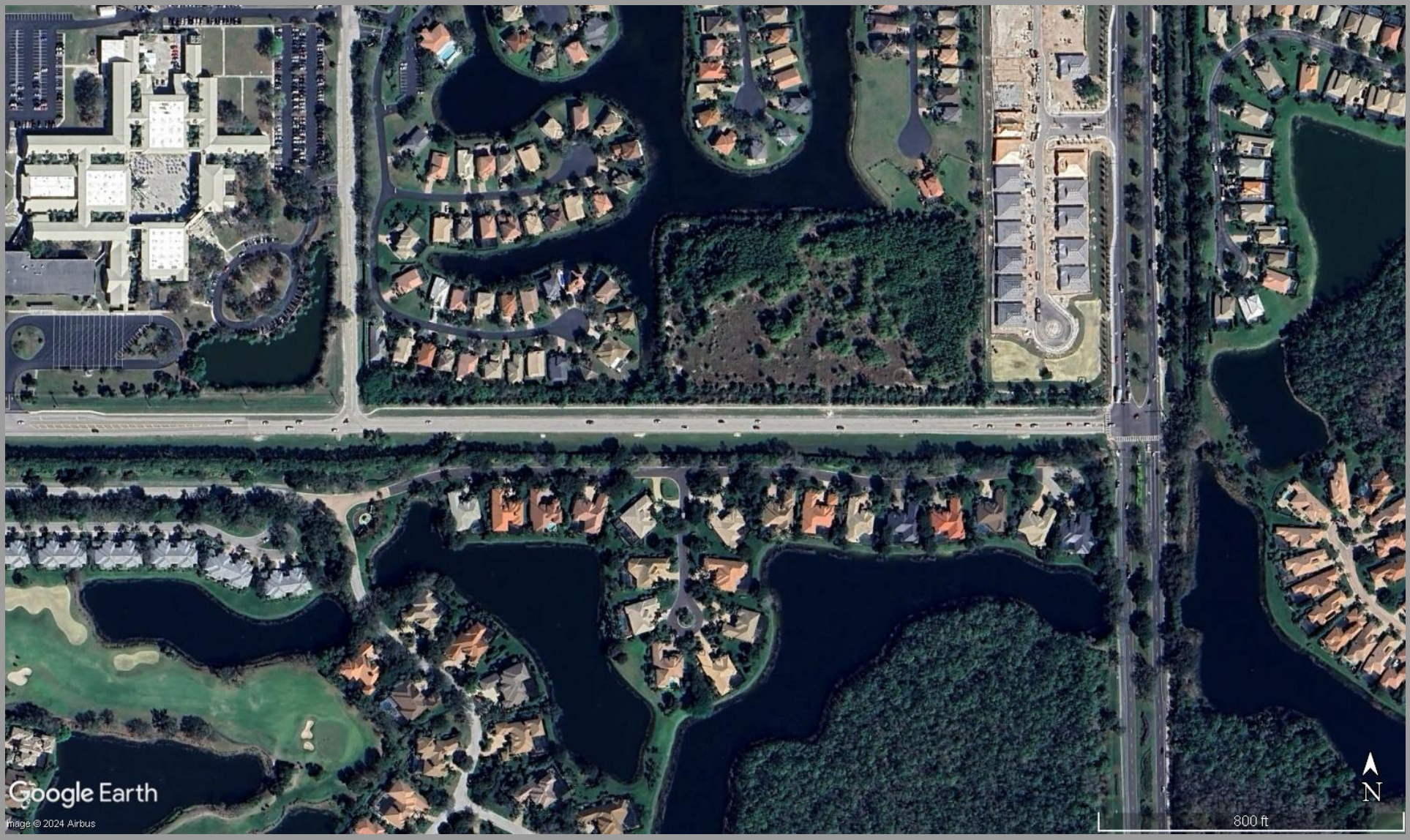
- ◆ Twelve (12) Months from NTP and receipt of deliverables, not inclusive of file retirements.

FEE PROPOSAL

Not to Exceed. FLAA has developed a not to exceed price of **\$97,500.00**, to be billed hourly at the previously contracted classification rates.

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





AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Block Lane Right of Way Acquisition Services Contract

Approve EC 2024-06 STA-06 in the amount of \$60,600 for Florida Acquisition & Appraisal Inc. to provide property acquisition services for Block Lane right of way.

Approve a \$6,000 contingency for additional services that may be required to complete the project.

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

Background:

Block Lane is an approximately 0.25-mile-long private roadway that connects River Ranch Road to the Estero Community Park. The road provides access to single-family homes, Estero Palms, and Estero Oaks. The western end of the roadway runs along the land the Village leased from the School District.

While there is no vehicular access to Estero Community Park, there is a public pedestrian access to the park from Block Lane. Many residents along River Ranch Road and Villages at Country Creek access the park using Block Lane.

The roadway and associated sidewalks are currently maintained by the adjacent property owners, which has led to differing degrees of maintenance.

Description:

The private roadway provides the general public access to the Estero Community Park (and eventually the Village Sports Park). Village Staff is recommending the Village take over ownership of the road right of way and sidewalk to provide improved maintenance and public safety. The Village would only take ownership of the road right of way if all property owners are willing to convey their property to the Village at no cost.

Page 1 of 3

Village of Estero Staff is proposing to hire Florida Acquisition & Appraisal, Inc. (FLAA) to help obtain the required right of way along Block Lane. FLAA will provide the following services to help the Village obtain the required easements.

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

Action Requested:

Approve EC 2024-06 STA-06 in the amount of \$60,600 for Florida Acquisition & Appraisal Inc. to provide property acquisition services for Block Lane right of way.

Approve a \$6,000 contingency for additional services that may be required to complete the project.

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

Process and Timeline:

FLAA will start working on easement acquisition after the contract is fully executed. They will work to complete the project as quickly as possible, but they are estimating completing all acquisitions could take as long as 12 months.

Financial Impact:

The financial impact of this contract is up to \$66,600 (contract amount plus 10% contingency).

This will be funded using the Fiscal Year 2023-2024 unallocated general funds.

Prepared by: David Willems, P.E.

Page 2 of 3

Attachments:

1. EC 2024-06 STA -06
2. Location Map



Right of Way Acquisition Services

EC 2024-06

STA No. 06

Project Name: Block Lane Roadway Easement and Property Acquisition Services

Consultant: Florida Acquisition & Appraisal, Inc.

Joe Blair: jblair@flaa.com

Village of Estero Account Number: _____

Brief Description: Assist the Village of Estero in obtaining easements and property required for Block Land Roadway purchase.

Total Fees: \$60,600

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

Consultant: Florida Acquisition & Appraisal, Inc.

By: _____

Name: John J. Curatelli, Jr.

Title: President

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

Title: Village Manager

Date: _____

SCOPE OF SERVICES & FEE PROPOSAL

DESCRIPTION

- ◆ STA-6 for Block Lane Roadway Purchase (Fee Simple)
- ◆ The 8 properties identified:

Folio #s	Ownership	Comments
10553521	RIVER OF LIFE ASSEMBLY OF GOD	Improved Commercial - Church
10571311	PALMS OF ESTERO LLC	Acreage, Buffer - Conservation, Water Retention
10275830	FLEXSENHAR, MELISSA	Improved Residential
10275829	JOHNSTON ROBERT LAWRENCE & JOHNSTON TERESA GUADALUPE TR FOR LIVING STONES FAMILY TRUST	Improved Residential
10486493	ESTERO PALMS OWNERS ASSN	Right of Way
10486514	ESTERO PALMS OWNERS ASSN	Right of Way
10275778	LEE COUNTY DIST SCHOOL BOARD	Vacant Governmental
10275765	LEE COUNTY DIST SCHOOL BOARD	Vacant Governmental

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

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

ASSUMPTIONS

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

SCOPE OF SERVICES & FEE PROPOSAL

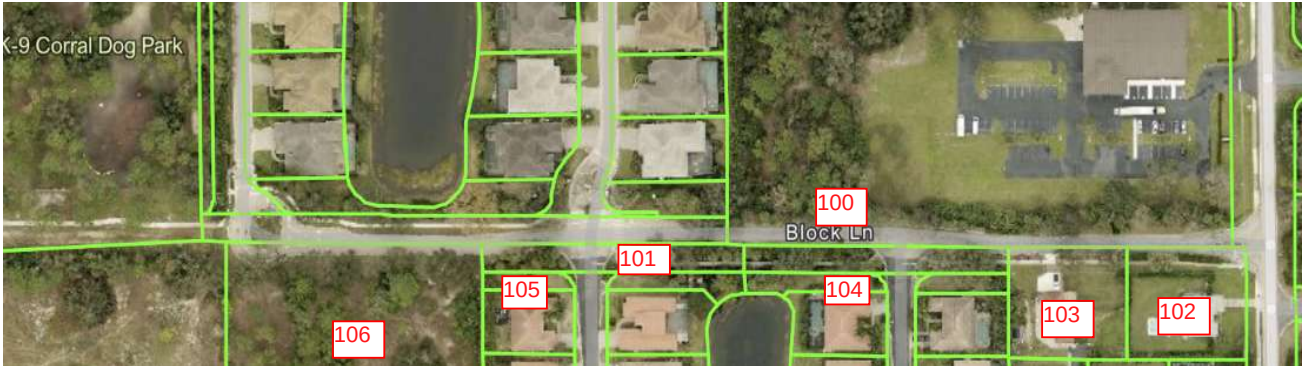
SCHEDULE

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

FEE PROPOSAL

Not to Exceed. FLAA has developed a not to exceed price of **\$60,600.00**, to be billed hourly at the previously contracted classification rates.

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





AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Public Hearing for Ordinance No. 2024-09, Comprehensive Plan Amendment – Water Supply Facilities Work Plan

Approve Ordinance No. 2024-09.

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.

Description:

See attached staff report which explains in more detail.

The Planning Zoning and Design Board reviewed the Amendment on June 11, 2024.

The Council held a public hearing on June 19, 2024 and voted to “transmit” the amendment to the State and required review agencies. Only one agency, the South Florida Water Management District, sent comments. Their comments were “advisory,” not required. Staff has made one revision based on their comments.

The Ordinance now requires a second public hearing for “adoption”.

Action Requested:

Approve Ordinance No. 2024-09.

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
- Comments were received from the South Florida Water Management District
- 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

November 6, 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) November 6, 2024 (Adoption)
APPLICANT:	Village of Estero

REQUEST

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 which requires two public hearings at Village Council; one to transmit the amendment to State review agencies and one to adopt the amendment after comments have been received.

After transmittal, comments were received by the South Florida Water Management District (attached). The comments are advisory.

STAFF RECOMMENDATION

Staff recommends adoption of the amendment with revisions proposed by staff.

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 two policies below be modified to reference that the required work plan has been prepared and to incorporate the suggestions by the South Florida Water Management District to reference the Village's water restriction ordinance.

The proposed amendment language is below in strike-thru/underline:

1. 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.

2. Policy CCM-1.10.2

Comply with the Mandatory Year Round Landscape Irrigation Conservation Measures as detailed in ~~the Florida Administrative Code~~ Village Ordinance No. 2021-05 and cooperate with emergency water conservation measures of the South Florida Water Management District.

ATTACHMENTS:

1. Comments from South Florida Water Management District Received in July 24, 2024 Email
2. The Village of Estero 10-Year Water Supply Facilities Work Plan (**revised date**), 2024 (attached to Ordinance 2024-09)

From: [Ragsdale, David](#)
To: [Aymee Chavez](#)
Cc: [James.Stansbury@Commerce.fl.gov](#); [scott.rogers@commerce.fl.gov](#); [Donna.Harris@commerce.fl.gov](#); [DCPexter@Commerce.fl.gov](#); [mwuerstle@swfrcp.org](#)
Subject: Village of Estero Proposed Comprehensive Plan Amendment - DOC #24-01ESR
Date: Wednesday, July 24, 2024 2:24:27 PM

This Message Is From an External Sender

This message came from outside your organization.

[Report Suspicious](#)

Dear Ms. Chavez:

The South Florida Water Management District (District) has completed its review of the proposed amendment package submitted by the Village of Estero (Village). The proposed amendment includes the Village's Water Supply Facilities Work Plan (Work Plan) update. The District provides the following comments under Section 163.3184(3)(g), Florida Statutes (F.S.). There appear to be no regionally significant water resource issues; however, the District offers the following advisory comments:

Relevant Regional Issues

- A Relevant Regional Issues section needs to be added in Section 2.0. This section should describe how the Village is addressing the overarching regional issues listed in the 2022 Lower West Coast Plan Update (p. 81 of the LWC Plan), and how the issues impact the Village's water supply planning. For example, specific programs, policies, grants, education, partnerships, etc. that the Village is utilizing to address each of the regional issues in the Water Supply Plan. If an issue does not apply to the Village, include a statement that it does not apply.

Section 3.1 Conservation

- The Ultra Low Volume Plumbing Fixtures section describes ultra-low volume plumbing fixtures required by Lee County Utilities and Bonita Springs Utilities. The volumes described are post-1994 plumbing code and should be verified. Verify the numbers in this section so that we know that these are correct.
- For reference, the highest efficiency fixtures currently available are:
 - Toilets: 0.8-1.0 gpf
 - Showerheads: 1.1-1.5 gpm
 - Faucets: 0.5-1.0 gpm
- To bolster the Village's conservation efforts, the Village might consider passing a local ordinance requiring higher efficiency rates than those of LCU and BSU for new construction.
- The Village might also consider implementing conservation public education policies in the

Conservation and Coastal Management Element of the Village's comprehensive plan. Currently the Conservation Element has extensive conservation policies, but does not include conservation public education or messaging. The following link includes conservation programs and resources that may be useful should the Village decide to incorporate conservation education policies into its comprehensive plan:

<https://www.sfwmd.gov/community-residents/district-programs-and-partnerships>

- Further environmental educational resources can be found in the following link: <https://floridadep.gov/fgs/outreach-edu/content/educational-resources>

Section 4.1 Lower West Coast Water Supply Plan

- Policy CCM-1.10.2 references the Mandatory Year-Round Landscape Irrigation Conservation Measures detailed in the Florida Administrative Code. This section should instead be referencing the local two days/week year-round ordinance Estero adopted in 2021 (which is referenced on p. 17). The District recommends revising this policy so that it references the Village's local year-round ordinance.
- Policy INF-1.1.7 section H. states "Channelization of natural systems and rivers is prohibited; channelization of other natural watercourses is discouraged." The District recommends rewording the policy language to "Channelization of natural streams, rivers, and other natural watercourses is prohibited."

Section 6.2 Conservation and Coastal Management Element

- Policy CCM-1.10.2 references the Mandatory Year-Round Landscape Irrigation Conservation Measures detailed in the Florida Administrative Code. This policy should instead be referencing the local year-round ordinance Estero adopted in 2021. The District recommends revising this policy so that it references the Village's local year-round ordinance.

District staff are available to meet by teleconference or in person to go over the comments above and to discuss possible solutions and options to resolve the comments. Please contact me if you have any questions, need additional information, or would like to arrange a meeting at dragsdal@sfwmd.gov. The District requests that the County forward a copy of the adopted amendments to the District at the following email mailbox address: SFLOCALGOVPLAN@sfwmd.gov.

Kind regards,

David Ragsdale
Policy and Planning Analyst
Water Supply Implementation Unit
South Florida Water Management District
Office: 561-682-6715 Cell: 850-572-3176
dragsdal@sfwmd.gov | 3301 Gun Club Road, West Palm Beach, FL 33406

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 AND LANDSCAPE IRRIGATION CONSERVATION MEASURES 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 October 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

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44 **WHEREAS**, the Village does not own or operate its own water supply facilities, but
 45 the two providers (Lee County Utilities and Bonita Springs Utilities) both have adequate
 46 capacity and allocation to serve Estero through the 10-year planning period; and
 47

48 **WHEREAS**, the Village Planning Zoning and Design Board, at a duly noticed public
 49 hearing held on June 11, 2024 recommended that the Comprehensive Plan Amendment be
 50 adopted by the Village Council on first reading for transmittal pursuant to Section 163.3184 of
 51 the Community Planning Act; and
 52

53 **WHEREAS**, the Village Council, at a duly noticed meeting, held a first reading on this
 54 Ordinance on June 19, 2024, considered the recommendation of the Village Planning Zoning
 55 and Design Board and the comments of the public, and voted to transmit the Amendment to
 56 the State Land Planning Agency and other review agencies as provided in Section 163.3184,
 57 Florida Statutes; and
 58

59 **WHEREAS**, advisory comments were received from the South Florida Water
 60 Management District on July 24, 2024; and
 61

62 **WHEREAS**, the staff has considered the comments and made revisions where
 63 appropriate.
 64

65 **NOW, THEREFORE**, be it ordained by the Village Council of the Village of Estero,
 66 Florida:
 67

68 **Section 1. Recitals.**

69
 70 The foregoing “Whereas” clauses are hereby ratified and incorporated as a part of this
 71 Ordinance.
 72

73 **Section 2. Adoption of the Comprehensive Plan Amendment.**

74
 75 The Village Council adopts the Comprehensive Plan Amendment as proposed below,
 76 incorporated and made a part of this Ordinance. ~~Strikethrough text~~ denotes deletions and
 77 underlined text denotes additions.
 78

79 Policy INF- 1.3.2. The Village has developed a Water supply Facilities Work
 80 Plan within 18 months after the South Florida Water Management District
 81 approved an update to the required water supply plan (titled the ~~2017~~ 2022
 82 *Lower West Coast Water Supply Plan Update*). The Village’s Plan (*The*
 83 *Village of Estero 10-year Water Supply Facilities Work Plan* October, 2024
 84 ~~June 2019~~) incorporated by reference herein, addresses issues that pertain to
 85 water supply for utilities and requirements needed to serve current and future
 86 development in the Village. The Work Plan indicates that the Village does
 87 not own or operate its own water supply facilities, and because the water
 88 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.

Policy CCM-1.10.2 Comply with the Mandatory Year Round Landscape Irrigation Conservation Measures as detailed in ~~the Florida Administrative Code~~ Village Ordinance No. 2021-05 and cooperate with emergency water conservation measures of the South Florida Water Management District.

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 6th day of November, 2024.

132 Attest:

VILLAGE OF ESTERO, FLORIDA

133

134

135

By: _____
Carol Sacco, MMC, Village Clerk

By: _____
Jon McLain, Mayor

136

137

138

Reviewed for legal sufficiency:

139

140

141

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

142

143

144

145

Attachment "A": The Village of Estero 10-Year Water Supply Facilities Work Plan October,
2024

146

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The Village of Estero
10-Year Water Supply
Facilities Work Plan

Prepared For:



October 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

October 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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Village of Estero
10-Year Water Supply Facilities Work Plan

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
FDH	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 State 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



Village of Estero
10-Year Water Supply Facilities Work Plan

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%.



Village of Estero
10-Year Water Supply Facilities Work Plan

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 (BEER) 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 2023, 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 remain 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

³Based on 49.4% seasonal occupancy rate from Metro Forecasting Models estimates used in The Village of Estero Comprehensive Plan

⁴Based 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



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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.



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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



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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



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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 Estero 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 Village of Estero's Mandatory Year-Round Landscape Irrigation Conservation ordinance 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)



Village of Estero
10-Year Water Supply Facilities Work Plan

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 2 nd 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 2 nd 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 Village of Estero's Mandatory Year-Round Landscape Irrigation Conservation ordinance 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



Village of Estero
10-Year Water Supply Facilities Work Plan

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:

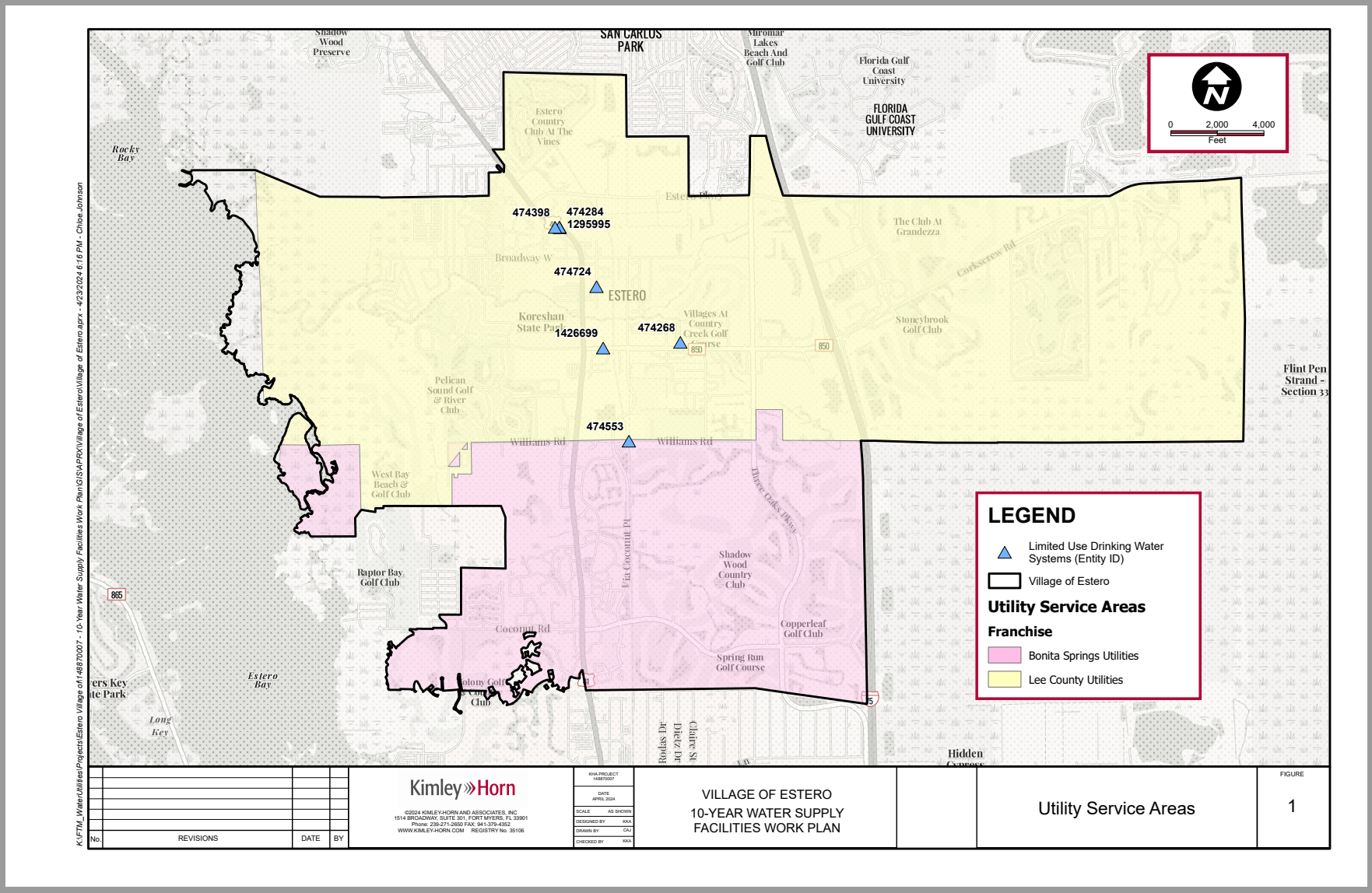
An available supply and treatment capacity of 235 gallons per day per equivalent residential connection (ERC) and delivery of potable water at a minimum pressure of 20 pounds per square inch (psi) at the meter anywhere in the system.

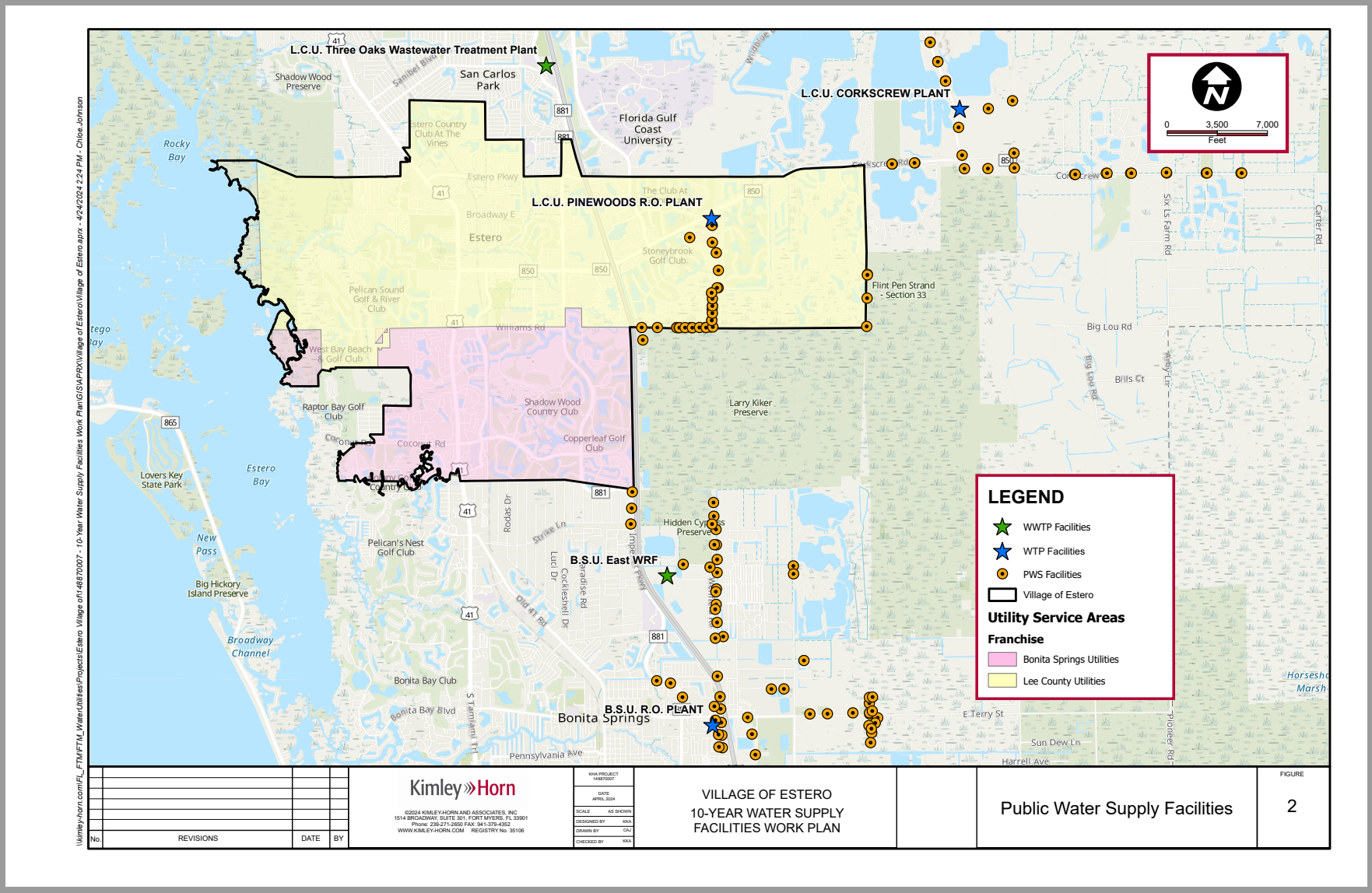
CIE-1.3.7 Development orders and permits will not be issued unless the required public facilities and services (transportation, schools, water, sewer, drainage, and solid waste) necessary to support such development at the adopted LOS standards are available concurrent with the associated impacts.



Village of Estero
10-Year Water Supply Facilities Work Plan

FIGURES





AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Second Reading for approval of Ordinance No. 2024-12 regarding Village Property Security and Trespass Policies

Motion to approve Ordinance No. 2024-12.

Background:

The Village owns or controls various lands and structures to allow the Village to perform the functions of a municipality, including providing cultural, entertainment and recreational spaces, transportation and utilities infrastructure, and the general administration of government functions. These lands and structures will, by virtue of their designated purposes, afford varying levels of access to members of the public, and varying rights as to how the public may use or conduct themselves on or in such lands and structures.

Florida's trespass statutes provide that if persons are sufficiently warned about being on land or in a structure where they are not permitted to be, they may be arrested for trespassing. However, as a municipal government, the Village does maintain certain lands and building areas which, due to their functions, are open during designated times and days to the public. The Village desires with the adoption of this Ordinance to put in place more specific rules related to the safety and security of its no or limited access lands and building areas, while also ensuring the constitutional rights of citizens are protected.

Action Requested:

Motion to approve Ordinance No. 2024-12.

Process and Timeline:

If the Ordinance is adopted by Council, the Village Manager will work with the Village Attorney and other relevant Village staff members and contractors to ensure the Ordinance's provisions are implemented, and the staff are appropriately educated on the new rules and procedures.

Financial Impact:

The Ordinance may require some incremental investment in building interior signage or security equipment, but no new costs of significance are expected.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Ordinance No. 2024-12
2. Village of Estero Administrative Trespass Procedure
3. Village of Estero Trespass Warning Notice

ORDINANCE NO. 2024 - 12**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING ARTICLE II OF CHAPTER 2 OF THE VILLAGE CODE REGARDING SECURITY OF AND TRESPASSES FROM VILLAGE PROPERTIES AND FACILITIES; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.**

WHEREAS, the Village owns or controls various lands and structures to allow the Village to perform the functions of a municipality, including providing cultural, entertainment and recreational spaces, transportation and utilities infrastructure, and the general administration of government functions; and

WHEREAS, these lands and structures will, by virtue of their designated purposes, afford varying levels of access to members of the public, and varying rights as to how the public may use or conduct themselves on or in such lands and structures; and

WHEREAS, Florida Statutes § 810.08 (trespass in structure) provides that whoever, without being authorized, licensed, or invited, willfully enters or remains in any structure or, having been authorized, licensed, or invited, is warned by the owner or lessee of the premises, or by a person authorized by the owner or lessee, to depart and refuses to do so, commits the crime of trespass in a structure; and

WHEREAS, Florida Statutes § 810.09 (trespass on property other than structure) provides that a person who, without being authorized, licensed, or invited, willfully enters upon or remains in any property other than a structure as to which notice against entering or remaining is given, either by actual communication to the offender or by posting, fencing, or cultivation, commits the crime of trespass on property; and

WHEREAS, the Village recognizes that, as a general rule, citizens have a constitutionally protected liberty interest to be in parks or on other municipal lands of their choosing that are open to the public generally, *City of Chicago v. Morales*, 527 U.S. 41, 119 S.Ct. 1849, 1858, 144 L.Ed.2d 67 (1999), but a person may forfeit this liberty right by trespass or other violation of law, *Church v. City of Huntsville*, 30 F.3d 1332, 1345 (11th Cir. 1994); and

WHEREAS, “the First Amendment does not guarantee access to property just because it is owned by the government”, *Bloedorn v. Grube*, 631 F.3d 1218, 1230 (11th Cir. 2011); and

WHEREAS, “[t]he Government, like any private landowner, may preserve the property under its control for the use to which it is lawfully dedicated”, *Sentinel Commc'ns Co. v. Watts*, 936 F.2d 1189, 1201 (11th Cir. 1991).

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

Section 1. Article II of Chapter 2 (Administration) of the Village Code is hereby created as follows:

ARTICLE II. – SECURITY OF AND TRESPASS FROM VILLAGE PROPERTIES

DIVISION 1. – DESIGNATION OF LANDS AND STRUCTURES

Sec. 2-25. – Purpose of village property and offices.

- (a) How buildings, offices, and lands owned or controlled by the village are used, and which persons may gain access to such buildings, offices and lands, is based upon the intended uses and functions of each. For example, certain areas are intended primarily for the use of village employees in the conduct of their business. Other areas may, while primarily intended for the use of village employees in the conduct of their business, from time to time be utilized for the convening of public meetings. Other areas may have limited space which may be open to the public while engaging in legitimate business with village officers or employees. The mere fact that the village owns or controls a building or land does not mean that any person may gain access thereto whenever, and under whatever circumstances, such person may wish.
- (b) The village council chambers and conference rooms in the village hall and any current or future village office annexes are hereby declared to be nonpublic forums unless or until a public meeting is convened in such areas pursuant to public notice. All village employee work areas within village hall or office annexes which are designated by appropriate signage as work areas shall be considered as nonpublic forums. Members of the public are prohibited from entering village employee work areas without being escorted by a village officer or employee. All other areas of the village hall and village office annexes are hereby designated as limited public forums and only persons who are present to engage in legitimate public business with village officers or employees shall be authorized. It shall be a violation of this section to be within a nonpublic forum or a limited public forum without authorization.
- (c) Any person who engages in conduct that causes disruptions to the work of the village government shall be deemed to no longer be present within the village-owned or controlled property on legitimate public business. Unauthorized persons found by the village to be within a nonpublic forum or a limited public forum and who refuse to leave the premises upon request, shall be considered a trespasser. A responding law enforcement officer may, at the request of the village, issue a trespass warning notice for this conduct.

Sec. 2-26. – Village manager to allocate and designate property and office spaces.

Subject to the village's charter and code, and the direction of the village council, the village manager is authorized to allocate space in buildings and on lands owned or controlled by the village

to village officials, staff, and contractors to allow such persons to engage in their various official duties.

Sec. 2-27. – Leases and licenses of village properties by third parties.

From time to time, the village may determine that it is in the village's best interest to grant a lease or license to a private person or entity to make some use of such village property. Examples may include the operation of a concession, or conducting a sports tournament, wedding, trade show, or charitable special event. In such cases, where the lease or license grants the right to the lessee or licensee to control the property, including the right to limit access thereto, then such property shall be deemed a non-public forum, and the right of any person to gain access to or to engage in conduct on such property shall be determined by the lessee or licensee.

Sec. 2-28. – Easement and license agreements.

- (a) Unless otherwise provided by law, the village manager is authorized to approve and execute easement or license agreements to allow the village to gain access to property not owned or controlled by the village to allow the village to construct, install, repair, replace or maintain infrastructure, landscaping, or other public improvement projects.
- (b) Unless otherwise provided by law, the village manager is authorized to approve and execute easement or license agreements to allow other government agencies or third parties to gain access to property owned or controlled by the village to allow such third parties to construct, install, repair, replace or maintain infrastructure, landscaping, or other improvements which the manager or council determines to be in the village's best interests.
- (c) If the village manager or village attorney determine that any such easement or license agreement contains terms or conditions which would create an abnormal legal or financial risk to the village, or would require a budget amendment, such agreements shall be brought to the council for review.

DIVISION 2. – SECURITY AND CONTROL OF PROPERTY

Sec. 2-30. – Authority of village manager.

The village manager is authorized to designate the level of access each village official, employee, contractor or member of the public may have to village owned or controlled buildings and lands, and to take all such measures as the manager determines are necessary to ensure access restrictions are effectively implemented. These measures may include, but are not limited to, the installation of signage indicating given buildings, offices, lands or other spaces are 'authorized personnel only' or similar wording, the installation of walls, doors, or other physical barriers, and the installation of cameras and electronic locking and door-access systems.

Sec. 2-31. – Recording in council chambers.

Persons recording video and/or sound within council chambers during a public meeting being conducted pursuant to a public notice may not do so in a manner which is disruptive to the conduct of the meeting. The presiding officer of the meeting shall address the disruption in accordance with the council procedures adopted pursuant to charter § 4(8)(a).

DIVISION 3. – TRESPASS FROM VILLAGE PROPERTY**Sec. 2-40. – Authority and basis to trespass.**

- (a) The village manager, village clerk, a department head, and any such other village employee or official designated by the village manager (the “issuer”) is authorized to issue a trespass warning notice (“notice”) to an individual on village owned or controlled property (“property”) if:
 - (1) the issuer has first asked the individual to peacefully leave the property, and
 - (2) the issuer determines the facts support a finding that one or more of the following conditions has been met:
 - (A) The individual is on or in village property where posted signs and/or the village code prohibit(s) the individual from being on or in the property at that time. This shall include remaining in a place otherwise open to the public (such as a library or park) after the time the property closes.
 - (B) The individual is in violation of § 2-31 related to recording in village offices.
 - (C) The individual, while otherwise lawfully present on or in village property, is found to have engaged in or is engaging in conduct which would constitute a violation of a village code or safety, building or program rules, council rule of conduct, or state or federal law, where such conduct:
 - (i) is, or is reasonably anticipated to become, disruptive to the program(s) or service(s) being provided on the property (such as intoxication, harassment (sexual or otherwise) of staff or patrons, sleeping or laying in locations not designated for same, expressions of anger, creating excessive or disruptive noise), massing of persons so as to not allow passage of persons or vehicles;
 - (ii) has damaged or is reasonably anticipated to damage the real or personal property of the village, another lawful occupant of the property, or of their staff, patrons, vendors or contractors (such as theft, graffiti, exposing computers to harmful software, vandalism); or

- (iii) has endangered or is reasonably believed to endanger the life, health, security, welfare or peaceful use and enjoyment of the property, of staff, patrons, volunteers, vendors or contractors working at or using the property (such as assault, battery, bathing or washing clothes in restrooms, child abandonment, urination or defecation without using restroom facilities, removal of obstruction of official signs, consuming food or beverages in unauthorized areas, tampering with electrical, plumbing, alarm or mechanical systems).

(D) The individual, while otherwise lawfully present on or in village property, has engaged in verbal or non-verbal conduct which would cause a reasonably objective person to believe that she or he or another is or is likely to become in danger from the individual (such as if an employee being disciplined expresses an intent to return with a gun, or a patron or citizen making or posting comments suggesting she or he is contemplating violent actions against a person or persons regularly working or present on or in said property). Citizens retain their right to express displeasure with their government and governmental staff. Therefore, mere harsh criticism of a village official, policy or employee, including threats that the individual will “see that you get fired”, which are not reasonably understood to include a threat of physical violence shall not be a cause for trespass.

- (b) A village employee or official shall not exercise any authority to trespass a member of her or his own family member, a business associate (as that term is defined in Florida Statute § 112.312), or an individual with whom the staff member has a friendship, or romantic relationship.

Sec. 2-41. – Procedures to trespass.

- (a) In making decisions under this procedure, staff should consider the safety and comfort of all persons in or on village properties, including patrons, contractors, volunteers, vendors and staff; as well as the integrity of operations of the facility and/or program being conducted on or within such properties, and the preservation of village assets.
- (b) If an individual refuses to peacefully leave the property after being asked to leave, the notice will be completed and issued. A copy of the notice should be made and retained prior to giving the original to the individual. Staff may at this point issue the notice to the individual, or contact the sheriff's office to witness the issuance of the notice and assist, if needed, in removal of the individual. Where a law enforcement officer is not able to timely respond to the request, staff should attempt to have at least one other village employee witness the issuance of the notice. However, staff should not attempt to physically remove a trespassed individual or otherwise engage in a physical confrontation, but rather should wait for the arrival of law enforcement to assist with removal or, if needed, arrest of the individual.

- (c) The sheriff's office may be contacted either by dialing 911 or the non-emergency number for the sheriff's office, as circumstances dictate.
- (d) Whenever a notice is issued for any reason, the issuer shall promptly thereafter report the incident to the village manager, alerting the manager to the facts supporting the decision to issue the notice and identifying any witnesses who may have witnessed the conduct.
- (e) The period of trespass placed in the notice shall be a period reasonably calculated to remedy the threat or violation, and shall be reasonably consistent across time. A person shall not be trespassed for a period longer than one year without consulting first with the village manager and village attorney.
- (f) Copies of each trespass notice should be forwarded to the village clerk for filing and retention. Additionally, if law enforcement was not involved, the notice shall be transmitted by the clerk to the individual designated by the sheriff's office to receive such notices.
- (g) If a trespassed individual contacts the village manager indicating that he or she must conduct official business with a village department and can only do so in person, the manager is authorized to allow an exception under such conditions, including the presence of a law enforcement officer, as the manager determines is necessary to ensure the interaction is safe and not disruptive.
- (h) If the trespassed individual returns to the property after having received a notice, staff shall contact the sheriff's office to obtain assistance in enforcement of the notice either by dialing 911 (if an emergency) or the sheriff's non-emergency number.
- (i) No village official below the level of village manager may rescind a notice prior to the expiration of its term. Should an individual who has received a notice and who has either failed to appeal or lost an appeal, subsequently desires to be allowed to regain the right to visit the relevant property, the village manager is authorized to lift the notice if, in the sole judgment of the manager, the individual will behave in an appropriate manner and not again violate the conduct standards and laws applicable to village properties.

Sec. 2-42. – Appeal procedure.

- (a) An Individual wishing to contest the legal or factual basis of the notice will be informed in the notice that he/she must do so in writing within seven days of the date the notice is issued. The village manager or designee will consider, in a prompt and timely manner (usually within 15 days of the date the appeal is received) any timely-filed appeal by a trespassed individual that the individual was not properly trespassed under this procedure.
- (b) The manager or designee may affirm the notice, modify it as to scope or time, or rescind it. The manager or designee will provide a written notice of a decision to the appealing individual in a prompt and timely manner (usually within 15 days of the date the manager or designee meets with the appellant and receives all of the appellant's information).

Sec. 2- 44. – Implementation.

The village manager is authorized to administratively develop and promulgate such procedures and forms as to implement division 3 of this article which procedures and forms are not inconsistent with division 3.

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

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

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

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

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

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

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

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

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Jon McLain, Mayor

By: _____
Carol Sacco, Village Clerk

**Village of Estero
Administrative Trespass Procedure**

PURPOSE: To establish a procedure for the Village of Estero (Village) staff to follow when issuing a Trespass Warning Notice (herein “Notice”) to an individual who has engaged in certain prohibited behavior, ordering that individual to refrain from further entering Village land, buildings, or facilities (herein “Property”).

PROCEDURE: The Village Manager (Manager) or other designee (the “Issuer”) is authorized to issue a Notice to an individual if:

- a) the Issuer has first asked the individual to peacefully leave the Property, and
- b) the Issuer determines facts support a finding that one or more of the following conditions has been met:
 - 1. The individual is on or in Village Property where posted signs and/or the Village’s adopted procedures prohibit the individual from being on or in the Property at that time. This shall include remaining in a place otherwise open to the public (such as the Village Hall building, Village park, or Village parking lot) after the time the Property closes to the public.
 - 2. The individual, while otherwise lawfully present on or in Village Property, is found to have engaged in or is engaging in conduct which would constitute a violation of a Village policy, procedure including this procedure), or safety, building or program rules, or local, state, or federal law, AND where such conduct:
 - a. is, or is reasonably anticipated to become, disruptive to the program(s) or service(s) being provided on the Property (such as apparent intoxication; sexual or racial harassment of staff or patrons; sleeping or laying in locations not designated for such activity; statements indicating an intent to engage in violence or harm someone present; brandishing a gun/knife or other weapon; being in child-dedicated age-limited areas without authorization, vocally or electronically creating excessive or disruptive noise; bringing animals other than service animals into Village facilities); or
 - b. has damaged or is reasonably anticipated to damage the real or personal property of the Village, another lawful occupant of the Property, or of their staff, patrons, vendors or contractors (such as theft, graffiti, exposing Village computers to harmful software, vandalism); or
 - c. has endangered or is reasonably believed to endanger the life, health, security, welfare or peaceful use and enjoyment of the Property, of staff, patrons, volunteers, vendors or contractors working at or using the Property (such as assault or battery; bringing bikes/scooters/shopping carts into Village facilities; bathing or washing clothes in restrooms; child abandonment; urination or defecation without using restroom facilities; removal of obstruction of official signs; posting notices without authorization; blocking entrances/exist/pathways; consuming food or beverages in unauthorized areas; tampering with electrical, plumbing, alarm or mechanical systems).
 - 3. The individual, while otherwise lawfully present on or in Village Property, has engaged in verbal or non-verbal conduct which would cause a reasonably objective person to believe that s/he or another is or is likely to be or become in danger from the individual (such as if an employee being disciplined expresses an intent to return with a gun, or a customer or citizen making or posting comments suggesting he/she is contemplating violent actions against a person or persons regularly working or

present on or in said Property). **Citizens retain their right to express displeasure with programs funded by their government. Therefore, mere harsh criticism of a Village official, policy or employee, including threats that the individual will “see that you get fired”, which are not reasonably understood to include a threat of physical violence or intent to steal or destroy property shall not be a cause for trespass.**

In making decisions under this procedure, staff should consider the safety and comfort of all persons in or on Village Property, including patrons, contractors, volunteers, vendors and staff; as well as the integrity of operations of the facility and/or program being conducted on or within such properties, and the preservation of Village assets.

Staff is NEVER authorized to be involved in a decision concerning trespassing a member of their family, a business associate, or an individual with whom the staff member has a friendship, or romantic relationship.

If an individual refuses to peacefully leave the Property after being asked to leave, The Notice (available to staff in electronic format with fill in text fields) will be completed and issued. A copy of the Notice should be made and retained prior to giving the original to the individual.

Staff may at this point issue the Notice to the individual, or contact the Sheriff’s Office at: **239-477-1000** to witness the issuance of the Notice and assist, if needed, in removal of the individual. Where a law enforcement officer is not able to timely respond to the request, staff should attempt to have at least one other Village employee, officer or volunteer witness the issuance of the Notice.

SAFETY FIRST: If staff believe that they are in imminent danger due to the statements or conduct of the individual, staff should retreat to a safe location and immediately summon law enforcement by dialing 911 from a Village or personal phone.

Staff should not attempt to physically remove a trespassed individual or otherwise engage in a physical confrontation, but rather should wait for the arrival of law enforcement to assist with removal or, if needed, arrest of the individual.

Whenever a Notice is issued for any reason, the Manager or designee causing the Notice to be issued shall promptly thereafter complete an incident report (which can be in the form of an email) setting forth the facts supporting the decision to issue the Notice, including identifying any witnesses who may have witnessed the conduct. A copy of this report will be kept with the Village’s copy of the Notice.

The period of trespass placed in the Notice, if less than one year, shall be a period reasonably calculated to remedy the threat or violation, and shall be reasonably consistent across time.

Copies of each Trespass Notice and accompanying incident report form should be maintained by the Manager in a centralized location with other Village records. Additionally, the Notice and report shall be transmitted by the Manager to the individual designated by the Sheriff’s Office to receive such notices.

If the trespassed individual returns to the Property after having received a Notice, staff shall contact the Sheriff’s Office to obtain assistance in enforcement of the Notice either by dialing 911 (if an emergency) or the Sheriff’s non-emergency number: **239-477-1000**.

Steve Sarkozy, Village Manager

Authority: Village Code § 2-44
Created: November 6th 2024

Village of Estero Trespass Warning Notice

Issued to: **[Type Person's Name]**

Pursuant to Florida Statutes § 810.08 and § 810.09, you are hereby warned and notified that you are not authorized, licensed or invited to enter or remain in or on the following Village of Estero property or facility: **[insert name of relevant Village facility or property]**, located at **[insert street address]**, as well as the **[insert additional facilities/addresses if notice is to more than one, if not, insert "N/A"]**, including any parking lots/garages or any other portions of the property generally, as of the date this warning notice is issued to you.

You are further warned and notified that, pursuant to these statutes, if you willfully enter, remain or refuse to depart the Village facilities mentioned above, you will be subject to arrest and prosecution for trespass.

You are further advised that the term of this notice is **[type period one year or less]** from the date of issue, and that during this term, should you have the need to conduct business with the Village at this site which cannot be conducted off site, then you **must** first telephone the Village Manager or the undersigned Village agent to arrange for authorization and a law enforcement or other approved escort prior to attempting to enter onto the property.

Pursuant to Village Code § 2-42, if you believe you have been issued this notice due to legal or factual error, within seven days thereafter, you may submit a written appeal to the Village Manager detailing the alleged error(s) and providing contact information. The Village Manager (or designee) will review the appeal, conduct such investigation and seek such legal advice as he/she requires, and send you notice of his/her final decision. To ensure prompt review, this process will usually take place within fifteen (15) days of the request.

You are further warned and notified that, pursuant to Florida Statutes § 810.08(3) and § 810.09(3), the Sheriff of Lee County, and any and all of his/her Deputy Sheriffs, are authorized to communicate an order to you to depart the property, and to take all other actions to enforce this Trespass Warning Notice, including taking you into custody for refusal to comply.

[Type Name of Authorized Signor]

as authorized agent for
the Village of Estero

date notice issued

copy: Lee County Sheriff/Deputy
Village Manager, Village Clerk and Directors
Village Attorney

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

Capital Improvement Plan (CIP) Priorities Discussion

Description:

At the October 16, 2024, Village Council Meeting, Village Staff facilitated a discussion on the Village's CIP priorities. At this meeting, Village Council direct Staff to provide each Council Member with a more detailed briefing on the CIP and then bring back this item for discussion on a future Council Agenda.

Village Staff will facilitate a follow-up discussion of the upcoming Capital Improvement projects to confirm The Village's priorities.

Financial Impact:

The results of the discussion will outline the Village's Capital spending for the next five years.

Prepared by: David Willems, P.E.

Attachments:

1. Capital Improvement Plan Priorities Table

Capital Improvement Plan Priorities- FY 2024-2025				
Project Name	1st Priority	2nd Priority	3rd Priority	Notes
Roadway/Intersection/BikePed				
Corkscrew Rd Improvements	\$ 19,500,000			VE \$2.5 MM (see note pg 2)
	\$ (3,046,200)			Lee County Funding
River Ranch Road Improvements			\$ 9,100,000	
Broadway W. Improvements	\$ 15,400,000			
	\$ (15,400,000)			State Grant
Williams Road-Atlantic Gulf Drive	\$ 3,200,000			includes land purchases
Williams Rd Widening			\$ 6,800,000	
Sandy Lane Bike-Ped Improvements			\$ 5,003,200	VE 2.4 MM (see note pg 2)
			\$ (450,000)	State Grant
	\$ 19,653,800	\$ -	\$ 20,453,200	
Parks, Recreation & Landscaping				
Ben Hill Griffin Pkwy Landscaping	\$ 1,500,000			VE \$1.3 MM (see note page 2)
Corkscrew Rd Landscaping	\$ 1,050,000			Cost estimated per Ben Hill Griffin cost
Estero Parkway Reuse Main - Phase 1	\$ 1,671,250			
	\$ (835,625)			Submitted SFWMD Grant
Estero Sports Park Phase 1	\$ 3,023,287			Final stadium payment & hard courts
Estero Sports Park Phase 2	\$ 19,000,000			See description on page 2
Estero Sports Park Phase 3		\$ 11,400,000	\$ 10,600,000	See description on page 3
Estero Sports Park - Entertainment Site Work	\$ 11,358,979			Site Infrastructure & Soft Costs
Estero Sports Park High 5	\$ 6,125,000			Infrastructure and Investment Payment
Estero Sports Park Driving Range		\$ 2,275,000		Infrastructure and Investment Payment
Estero Sports Park Future Partners		\$ 4,725,000		Infrastructure and Investment Payment
Estero on the River Improvements - Phase 1 & 2	\$ 7,500,000	\$ 4,500,000		VE \$500 K (see note page 2)
River Oaks Preserve	\$ 2,500,000			
	\$ (2,500,000)			State Grant
	\$ 49,642,891	\$ 22,900,000	\$ 10,600,000	
Drainage				
Estero River North Branch Drainage	\$ 6,739,000			Likely take 2-3 yrs to complete
	\$ (4,900,000)			HMGP Grant
Estero River Sediment Removal			\$ 1,500,000	Reduces scope to lower cost
	\$ 1,839,000	\$ -	\$ 1,500,000	
Utilities				
50% Grant - 25% Resident (bonded) - 25% Village				
Estero Bay Village UEP	\$ 1,924,080			
	\$ (1,443,060)			Grant Submitted
Sunny Groves UEP	\$ 2,900,000			
	\$ (2,175,000)			Grant Submitted
Cypress Bend UEP	\$ 1,700,000			
	\$ (1,275,000)			Grant Submitted
Estero River Heights UEP	\$ 10,773,521			
	\$ (8,080,141)			State Grant
Charring Cross UEP	\$ 5,497,502			
	\$ (4,123,127)			State Grant
Sherrill & Luetich UEP		\$ 7,739,585		
		\$ (5,804,689)		Grants Submitted
See See Street UEP		\$ 1,070,000		
		\$ (802,500)		Grant Submitted
Trailside UEP			\$ 6,840,000	

Capital Improvement Plan Priorities- FY 2024-2025				
			\$ (5,130,000)	Potential request
Highland Ave UEP			\$ 4,200,000	
			\$ (3,150,000)	Grant Submitted
Sandy Ln & Groves UEP			\$ 5,160,000	
			\$ (3,870,000)	Potential request
Tanglewood Lane UEP			\$ 1,440,000	
			\$ (1,080,000)	Potential request
Cypress Park UEP			\$ 1,820,000	
			\$ (910,000)	Potential request
	\$ 5,698,775	\$ 2,202,396	\$ 5,320,000	
Land Acquisition				
BERT			\$ 15,000,000	50% funded by grants
Village total	\$ 76,834,466	\$ 25,102,396	\$ 52,873,200	
Cummulative Total	\$ 76,834,466	\$ 101,936,862	\$ 154,810,062	
Funds				
	Available Funds	Cumulative Funds		
Fiscal Year 24-25 Total Funds	\$ 55,294,113	\$ 55,294,113		Available funds all sources
Bonds Three Oaks Property	\$ 12,000,000	\$ 67,294,113		UEP bond funds not included
Fiscal Year 25-26 Total Funds	\$ 8,738,450	\$ 76,032,563		UEP bond funding shown as
Fiscal Year 26-27 Total Funds	\$ 6,911,175	\$ 82,943,738		negative values for each project
Fiscal Year 27-28 Total Funds	\$ 5,814,415	\$ 88,758,153		
Fiscal Year 28-29 Total Funds	\$ 5,777,410	\$ 94,535,563		
Debt				
Project	Debt	Cumulative Debt		Notes
Three Paks Property	\$ 12,000,000	\$ 12,000,000		A portion of Three Oaks property purchase
Estero Bay Village UEP	\$ 481,020	\$ 12,481,020		25% of total cost
Sunny Groves UEP	\$ 725,000	\$ 13,206,020		25% of total cost
Cypress Bend UEP	\$ 425,000	\$ 13,631,020		25% of total cost
Estero River Heights UEP	\$ 2,693,380	\$ 16,324,400		25% of total cost
Charring Cross UEP	\$ 1,374,376	\$ 17,698,776	End Priority 1	25% of total cost
Sherrill & Luetich UEP	\$ 1,934,896	\$ 19,633,672		25% of total cost
See See Street UEP	\$ 267,500	\$ 19,901,172	End Priority 2	25% of total cost
Trailside UEP	\$ 1,710,000	\$ 21,611,172		25% of total cost
Highland Ave UEP	\$ 1,050,000	\$ 22,661,172		25% of total cost
Sandy Ln & Groves UEP	\$ 1,290,000	\$ 23,951,172		25% of total cost
Tanglewood Lane UEP	\$ 360,000	\$ 24,311,172		25% of total cost
Cypress Park UEP	\$ 455,000	\$ 24,766,172	End Priority 3	25% of total cost
Corkscrew Rd Improvements	Changes required to reduce project cost include remove landscaping and irrigation along sides of road, and reduce median plantings. Using LDOT standard street lights could save approx. \$400,000, but that is not recommended.			
Ben Hill Griffin Pkwy Landscaping	Changes required to reduce project cost include removing landscaping, irrigation and pathway improvements along sides of road and reducing median plantings.			
Sandy Lane Bike-Ped Improvements	Cost savings include eliminating landscaping/irrigation, street lighting, ped crossing signal (to be funded by Toll Brothers) and The Groves wall.			
Estero on the River Improvements - Phase 1 & 2	Cost savings includes replacing flexi-pave trail surface with mulch			
Estero Sports Park Phase 2	Entry Rd, Parking, Soccer Stadium, Long Field, Support Buildings, Infrastructure, Entry Sign, & Perimeter Fencing			
Estero Sports Park Phase 3	Baseball Fields, Soccer Fields, Additional Long Fields, Infrastructure, and Support Buildings			

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 6, 2024

Agenda Item:

FEMA Update

Description:

Staff will provide an update of their efforts in response to FEMA's, July 19, 2024, letter about a potential CRS retrograde and potential Flood Insurance probation. The presentation will include a summary of Staff activities and FEMA required documents. In addition, staff will discuss damage assessment efforts for Hurricanes Helene and Milton which occurred after the last update was provided to the Council in September.

Financial Impact:

There are financial impacts associated with the two plans required by FEMA. An estimated amount has already been included in the FY 2024-2025 budget.

Prepared by: **Mary Gibbs**

Attachment:

1. PowerPoint Presentation



FEMA

FEMA Update

Village Council Workshop

November 6, 2024

Slide 1

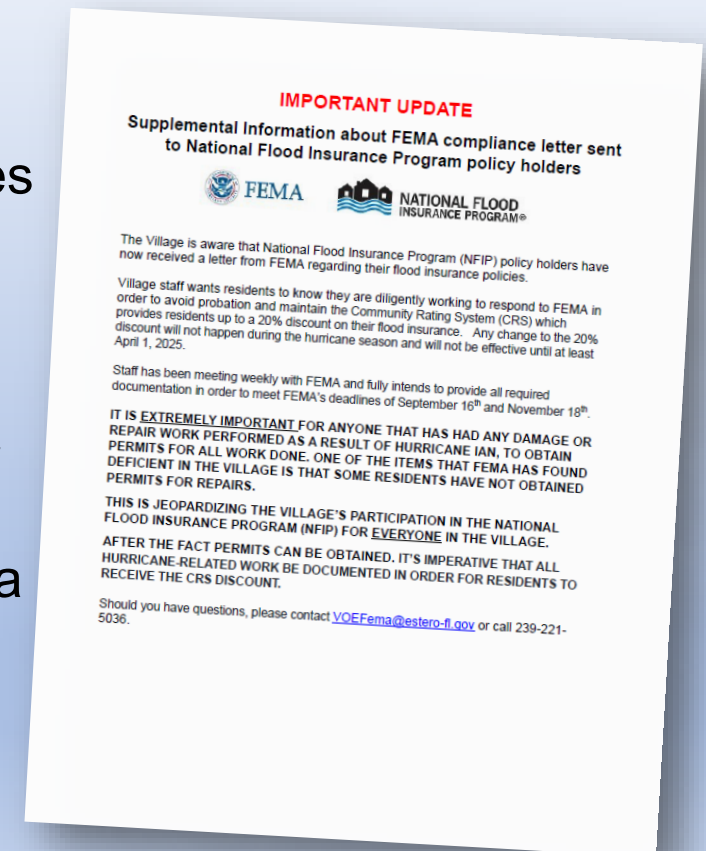
Background

July 19, 2024

- Village receives letter from FEMA
- Letter provides additional time to resolve issues to avoid probation and CRS retrograde

Early August

- FEMA sends all flood insurance policyholders notice advising possible surcharge and loss of flood insurance
- Village sends notice to HOA's and social media reinforcing need for permits for Hurricane Ian damage





Documents Required by FEMA

1. September 16, 2024 - Corrective Action Plan
 2. November 18, 2024 – Substantial Damage Administrative Procedures Plan
- ★ Also applies to Lee County, Bonita Springs, Ft. Myers Beach and Cape Coral

Slide 3



Corrective Action Plan

(Due September 16th)

Must address all “deficiencies” and “violations”

Example – Repair damage or make improvements without permits

Substantial Damage (50%) Rule

Timelines and Action Items



Slide 4



Corrective Action Plan Status

- Plan Prepared by Staff
- September 16, 2024 - Submitted to FEMA
- October 18, 2024 - Comments received from FEMA *
- October 28, 2024 - Staff revised plan and submitted official document

* Minor Comments

Slide 5



Substantial Damage Administrative Procedures Plan (SDAP)

(Due November 18, 2024)

Consolidates all procedures into one document so Village is prepared for future disasters

- Pre-Disaster
- Post Disaster
- Operational Plan

Slide 6



SDAP Schedule

- | | |
|-----------------------------------|----------------|
| ✓ Kick-Off Meeting * | 8/28 |
| ✓ Team Meetings | 9/9 to 9/11 |
| ✓ Hagerty to conduct gap analysis | 9/16 to 10/4 |
| ✓ Review of SDAP | 10/7 to 10/11 |
| ✓ Design of Final Template | 10/14 to 10/24 |
| ✓ Staff Review | 10/20 to 10/31 |
| ✓ Coordination Meeting with FEMA | 10/25 |
| • Final Draft | 11/11 |
| • Document to FEMA | 11/18 |

* Village Staff & Consultant

Slide 7

NEXT STEPS

**Sept. 16th
Corrective
Action Plan**

COMPLETED

Complete and Submitted

**Nov. 18th
SDAP**

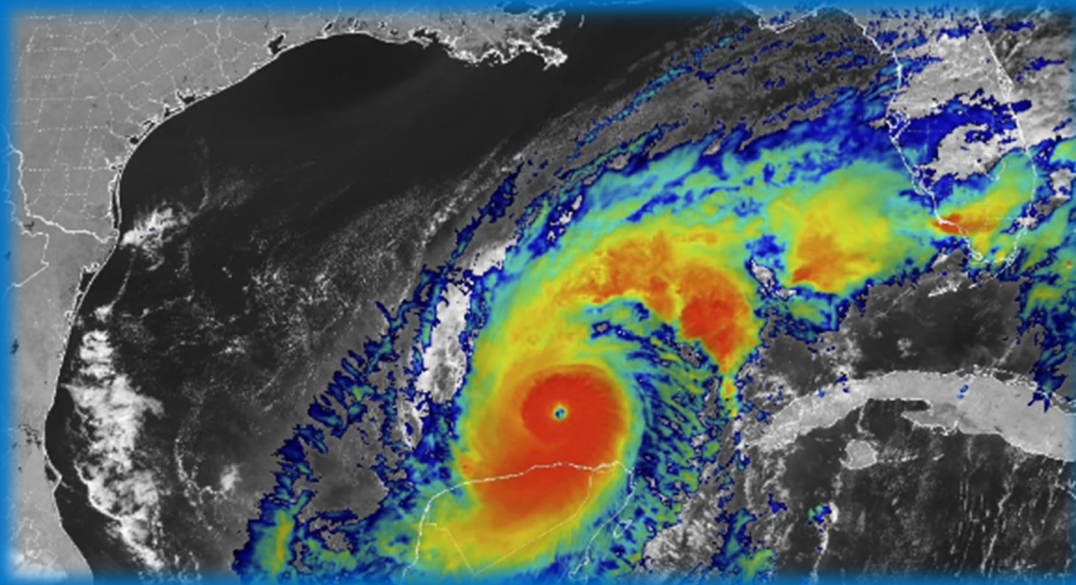
Draft completed; final revisions

**Decision by
FEMA on
Retrograde
& Probation**

No Specific Date



Implications of Hurricanes Helene and Milton



Hurricane Helene

September 26, 2024

Hurricane Milton

October 9, 2024

Slide 9



Hurricane Helene

September 26, 2024

Estero Sustained Minor Damage Only

Highest Flooding 24 inches

West Broadway Area

4 Homes – Estero River Heights

2 Mobile Homes – Estero Bay Village

Slide 10



Hurricane Milton

October 9, 2024

Estero Sustained Mostly Wind Damage
Highest Flooding 35 inches

Minor Damage – 123 Units

Major Damage – 3 Units

Areas Primarily Affected

- **West Broadway**
- **Cypress Bend**
- **The Brooks – Wind damage to roof shingles**

Slide 11

LESSONS LEARNED

Advance Preparation – Proactive Approach

Begin Post Damage Assessment Immediately

- Identify impacted areas
- Street by street analysis
- Canvas entire Village

DOCUMENT DAMAGE

Clear Communications - PERMITS NEEDED

**Experience with Hurricanes Helene & Milton
Village is much more prepared**