

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
DECEMBER 18, 2024, 09:30 AM

www.Estero-fl.gov

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

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

December 18, 2024, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Angi Jeffcoat Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. December 4, 2024 Village Council Meeting Minutes

Attachment: 12042024 minutes.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Resolution No. 2024-23 Mayfair Village Property -- Request from Lennar for Council to approve removal of a Notice of Future Road Construction that was recorded in the Lee County Public Records in 2007.

A Resolution of the Village Council of the Village of Estero, Florida, Rescinding Requirement of Recorded Obligation of Disclosure as to Future Extension of Sandy Lane; and Providing for Effective and Termination Dates.

Recommended Action
Motion to adopt Resolution No. 2024-23.

Financial Impact
No financial impact to the Village of this action.

Attachment: SS Res No. 2024-23 Mayfair Village Prop.pdf
Attachment: 1 CouncilMeetingMap.pdf
Attachment: 2 Res No. 2024-23 Mayfair Village.pdf
Attachment: 3 Recorded Notice of Future Road Construction.pdf
Attachment: 4 Lee County Zoning Resolution Z-06-073.pdf

b. Resolution No. 2024-24 Seminole Gulf MOA

A Resolution of the Village Council of the Village of Estero, Florida, Approving Memorandum of Agreement with other Jurisdictions to Continue the Rail to Trail Initiative; Authorizing Contribution of Village Funds to Assist in Continuing the Grant Application Preparation Process; Authorizing Submission of Correspondence to the MPO Supporting the Submission of a Grant Application; Establishing Public Acquisition of the Seminole Railroad Right of Way as a Top Legislative Priority and Directing Village Lobbyists to Seek Legislative Support for the Project; and Providing for Severability and an Effective Date.

Recommended Action
Motion to adopt Resolution 2024-24

Financial Impact
The "not to exceed" level of support is established in the Resolution at $10,000. Should further support be requested by the parties, such request will be presented to the Council for consideration.

Attachment: SS Res No. 2024-24 Seminole Gulf MOA.pdf
Attachment: 1 Res No 2024-24 Estero Rail to Trail Support a.pdf
Attachment: 2 MEMORANDUM OF AGREEMENT - BERT - 12132024.pdf
Attachment: 3 Certification of Willing Manager Form.pdf
Attachment: 4 Revised Village Dec 19 2024 LOS.pdf

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

Recommended Action
Motion to revise Contract Number 24005 GMP Addendum No. 01 to remove the proposed landscaping and irrigation along the sides of the Corkscrew Road pathway, lighting, and landscaping improvements project.

Direct Village Staff and Wright Construction to remove the proposed landscaping and irrigation along the sides of Corkscrew Road and reduce the contract by $1,837,177.

Or

Take no action and proceed with the project as previously approved.

Financial Impact
If approved, the elimination of the proposed landscaping along both sides of Corkscrew Road would reduce the project cost by $1,837,177.

Attachment: SS Corkscrew Rd Landscaping.pdf
Attachment: 01 Loc Map.pdf
Attachment: 02 Landscape Plans.pdf
Attachment: 03 Corkscrew Rd Landscaping Cost Estimate.pdf
Attachment: 04 Corkscrew Rd GMP Addendum.pdf

d. Pavement Striping and Marking Services

Recommended Action
Motion to approve awarding ITB 100525 Pavement Striping and Marking Services to McShea Contracting LLC for the amount of $577,194.

Approve a $57,000 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
Project cost of $577,194 fee from the unallocated general fund for completion of this project.

Attachment: SS Pavement Striping and Marking Services 12-4-2024.pdf
Attachment: 01 Location Map.pdf
Attachment: 02 Bid Invitation.pdf
Attachment: 03 Bid Tabulation Sheet _2_.pdf

e. RFP 100724 Grant Management Services

Recommended Action
Approve scoring evaluation of RFP 100724 Grant Management Services the Village of Estero in CDBG-DR Recovery and Resiliency Program Grant Management Support.

Authorize Village Manager or Designee to pursue a contract(s) with the top two scoring firms.

Financial Impact

There is no financial impact result from this Approval.

Individual task orders contemplated from the awarded firms requiring Council

approval will come before Council.

Attachment: SS 12-4-2024 rev.pdf
Attachment: 01-100724 Evaluation Scoring Sheet.pdf
Attachment: 02-Kimley-Horn Submittal - Estero RFP 100724.pdf
Attachment: 03-RFP 100724_Proposal_Hagerty Consulting.pdf

f. Lee County Maintenance Facility Architect Services

Recommended Action
Approve EC 2022-43 STA-01 in the amount of $154,425 for GMA Architects to provide Architectural Services for the Lee County Maintenance Facility at The Estero Community Park.

Approve a $15,500 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 for this contract is $169,745 (contract amount plus 10% contingency). This contract will be funded via the Fiscal 2024-2025 Estero High School Improvements Budget ($6,720,000).

Attachment: SS Lee County Maint Facilities Arch Services.pdf
Attachment: 01-Loc Map.pdf
Attachment: 02-EC 2022-43 STA 01 - County Maint Facility-GMA.pdf

g. Lee County Maintenance Facility Construction Manager at Risk

Recommended Action
Motion to approve Construction Manager at Risk agreement between Village of Estero and Chris-Tel Construction, Inc. for Lee County Maintenance Facility at The Estero Community Park and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Financial Impact
The financial impact for pre-construction services is $29,380. Funding for the preconstruction services will be provided via the Fiscal Year 2024-2025 Estero High School Improvements Budget ($6,720,000).

The Village Council will approve the Guaranteed Maximum Price (GMP) for project construction at a future Council meeting.

Attachment: SS Lee County Maint CMAR Contract.pdf
Attachment: 01 Loc Map.pdf
Attachment: 02-County Maint Facility CMAR Contract_updated.pdf

Attachment: 03 Maintenance Building Precon Proposal.pdf

h. Estero Sports Park Permitting

Recommended Action
Approve EC 2022-24 STA 11_in the amount of $200,000 for Atwell to provide Design and Permitting Services for the Estero Sports Park.

Approve a $20,000 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
Approve EC 2022-24 STA 11_in the amount of $200,000 for Atwell to provide Design and Permitting Services for the Estero Sports Park.

Approve a $20,000 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).

Attachment: SS Estero Sports Park Permitting.pdf
Attachment: 01 Loc Map.pdf
Attachment: 02 Estero Sports Park Master Plan.pdf
Attachment: 03-EC 2022-24 TA 11 - Sports Park Permitting-Atwell.pdf

7. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

8. VILLAGE ATTORNEY'S REPORT

9. VILLAGE MANAGER'S REPORT

Appointment of David Willems/Public Works to the Lee County Advisory Committee (Disaster Advisory Council)

10. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, DECEMBER 18, 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.

09:30:36 >>Mayor McLain: -- DECEMBER 18, 2024, 9:30 MEETING.
09:30:41 [SOUNDING GAVEL]
09:30:42 TO ORDER.
09:30:43 I WOULD ALSO LIKE TO REMIND ANYONE WHO HAS A CELL PHONE,
09:30:46 MAKE SURE IT IS TURNED OFF -- NOT OFF, SO THE RINGER DOESN'T
09:30:50 RING.
09:30:50 I WANT TO LET EVERYBODY KNOW, THIS, WE THINK, WILL BE OUR
09:30:54 LAST MEETING BETWEEN NOW AND THE END OF THE YEAR.
09:30:57 I THINK MANY OF YOU KNOW THE END OF THE YEAR, ON DECEMBER
09:31:00 31st, WE'LL BE MARKING THE 10th ANNIVERSARY OF THE
09:31:04 VILLAGE OF ESTERO.
09:31:05 SO THAT'S PRETTY MONUMENTAL.
09:31:08 FOLLOWING UP ON THAT, THIS PARTICULAR YEAR, 2024, HAS BEEN A
09:31:14 VERY PRODUCTIVE SESSION FOR ALL OUR COUNCIL MEMBERS AND THE
09:31:17 VILLAGE.
09:31:18 I THINK IF YOU LOOK AT OUR AGENDA THAT WE HAVE TODAY, YOU'RE
09:31:21 GOING TO SEE MORE PROGRESS AND WE'RE WORKING HARD TO MAKE
09:31:25 ESTERO REALLY THE BEST PLACE IN LIVE IN ALL OF SOUTHWEST

09:31:28 FLORIDA.
09:31:29 SO, WITH NO FURTHER ADO, I'D LIKE TO CALL UP ANGI JEFFCOAT
09:31:37 OF OCEAN CHURCH TO DO OUR INVOCATION.
09:31:40 WELCOME.
09:31:40 THANK YOU.
09:31:42 >> WELL, GOOD MORNING.
09:31:44 FROM OCEAN CHURCH, I JUST WANT TO SAY MERRY CHRISTMAS TO ALL
09:31:47 OF YOU, TO YOUR FAMILIES.
09:31:49 AS I WAS PRAYING FOR YOU THIS MORNING, I WAS JUST PRAYING
09:31:52 FOR PEACE AND JOY TO FILL YOUR HEARTS TODAY.
09:31:57 I WANTED TO SHARE THIS VERSE WITH YOU.
09:31:58 ISAIAH 9, VERSE 6.
09:32:02 FOR A CHILD IS BORN TO US.
09:32:03 A SON IS GIVEN TO US.
09:32:04 THE GOVERNMENT WILL REST ON HIS SHOULDERS, AND HE WILL BE
09:32:07 CALLED WONDERFUL COUNSELOR, MIGHTY GOD, EVERLASTING FATHER,
09:32:13 PRINCE OF PEACE.
09:32:14 LET'S PRAY.

09:32:14 JESUS, WE WORSHIP YOU.
09:32:18 WE THANK YOU THAT YOU ARE ALL THESE THINGS, WONDERFUL
09:32:20 COUNSELOR, PRINCE OF PEACE, MIGHTY GOD, BUT YOU ARE ALSO
09:32:26 EMMANUEL GOD WITH US.
09:32:27 I PRAY THAT YOU WOULD BE WITH OUR COUNCIL MEMBERS TODAY IN
09:32:31 THIS MEETING.
09:32:32 LORD, AS WE GO THROUGH ALL THE TOPICS AND THE DISCUSSIONS, I

09:32:36 PRAY THAT YOU WOULD GUIDE IT.
09:32:38 I PRAY THAT YOU WOULD FILL THEM WITH WISDOM FROM ON HIGH,
09:32:41 GIVE THEM DISCERNMENT, GIVE THEM JOY AND PEACE THAT FILLS
09:32:47 THEIR HEARTS.
09:32:48 I PRAY BLESSINGS OVER THEIR FAMILIES.
09:32:51 WE'RE GRATEFUL FOR THEM.
09:32:52 THEY SERVE SO FAITHFULLY.
09:32:54 WOULD YOU BLESS THEIR FAMILIES THIS HOLIDAY SEASON.
09:32:57 IN JESUS NAME, AMEN.
09:33:00 >>Mayor McLain: THANK YOU, ANGI.
09:33:01 HAVE A BLESSED DAY.
09:33:02 I'VE ASKED OUR MARINE ON COUNCIL TO DO THE PLEDGE OF
09:33:07 ALLEGIANCE.
09:33:07 SO PLEASE JOIN HIM.
09:33:10 [PLEDGE OF ALLEGIANCE]
09:33:25 >>Mayor McLain: THANK YOU.
09:33:25 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:33:30 >>Vice-Mayor Ribble: HERE.
09:33:32 >>Larry Fiesel: HERE.
09:33:33 >>Mayor McLain: HERE.
09:33:35 >>Lori Fayhee: HERE.
09:33:37 >>Rafael Lopez: HERE.
09:33:38 >>Jim Ward: HERE.
09:33:40 >>George Zalucki: HERE.
09:33:42 >>Mayor McLain: THANK YOU.

09:33:42 NEXT ON THE AGENDA IS THE APPROVAL OF THE AGENDA.
09:33:45 DOES ANYONE HAVE ANY ADDITIONS OR DELETIONS?
09:33:47 CHANGES TO THE AGENDA?
09:33:49 I SEE NONE, SO I'LL TAKE A MOTION TO APPROVE THE AGENDA.
09:33:53 >>Vice-Mayor Ribble: SO MOVED.
09:33:54 >>Mayor McLain: DID I SEE A WAVED HAND BY COUNCILMAN WARD?
09:33:58 OR IS THAT YOUR GLASSES?
09:34:00 >>Jim Ward: THAT WAS MY GLASSES.
09:34:01 >>Mayor McLain: I'LL TAKE A SECOND ON THAT.
09:34:04 MADAM CLERK, PLEASE CALL THE ROLL.
09:34:07 >>Larry Fiesel: AYE.
09:34:09 >>Lori Fayhee: AYE.
09:34:10 >>Rafael Lopez: AYE.
09:34:12 >>Jim Ward: AYE.

09:34:14 >>George Zalucki: AYE.
09:34:14 >>Vice-Mayor Ribble: AYE.
09:34:15 >>Mayor McLain: AYE.
09:34:17 WE'LL NOW OPEN THE MEETING TO PUBLIC COMMENTS ON ITEMS THAT
09:34:26 ARE NOT ON THE AGENDA.
09:34:29 >>Carol Sacco: MAYOR, WE HAVE NONE.
09:34:31 >>Mayor McLain: SO NOBODY HAS TO FILL OUT A CARD.
09:34:34 NEXT ON THE AGENDA IS THE CONSENT AGENDA, ITEM NUMBER 4A,
09:34:39 WHICH IS THE DECEMBER 4 VILLAGE COUNCIL MINUTES.
09:34:44 DO ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS?
09:34:46 ADDITIONS, DELETIONS?

09:34:47 IF NONE, I'LL TAKE A MOTION TO APPROVE THE CONSENT AGENDA.
09:34:51 >>Larry Fiesel: I'LL MAKE A MOTION.
09:34:52 >>Mayor McLain: COUNCILMAN FIESEL HAS MADE THE MOTION TO
09:34:54 APPROVE THE CONSENT AND SECONDED BY COUNCILPERSON FAYHEE.
09:34:59 MADAM CLERK, PLEASE CALL THE ROLL.
09:35:01 >>George Zalucki: AYE.
09:35:02 >>Jim Ward: AYE.
09:35:04 >>Rafael Lopez: AYE.
09:35:06 >>Lori Fayhee: AYE.
09:35:07 >>Larry Fiesel: AYE.
09:35:09 >>Vice-Mayor Ribble: AYE.
09:35:10 >>Mayor McLain: AYE.
09:35:10 NEXT ON THE AGENDA IS 6A, RESOLUTION NUMBER 2024-23.
09:35:17 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
09:35:19 >>Carol Sacco: RESOLUTION 2024-23, A RESOLUTION OF THE
09:35:24 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
09:35:26 RESCINDING REQUIREMENT OF RECORDED OBLIGATION OF DISCLOSURE
09:35:30 AS TO FUTURE EXTENSION OF SANDY LANE AND PROVIDING FOR
09:35:33 EFFECTIVE AND TERMINATION DATES.
09:35:37 >>Mayor McLain: THANK YOU.
09:35:38 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
09:35:41 >>Steven Sarkozy: THANK YOU, MEMBERS OF COUNCIL.
09:35:43 THIS ITEM IS VERY OUT OF THE ORDINARY.
09:35:46 IT GOES BACK TO A 2007 LEE COUNTY REZONING OF A 5.5-ACRE
09:35:53 PARCEL.

09:35:55 ON THE SOUTH SIDE OF EAST BROADWAY, IMMEDIATELY ADJACENT TO
09:35:59 THE SEMINOLE RAIL LINE ON THE EAST SIDE.
09:36:02 THERE WERE CERTAIN CONDITIONS PLACED ON THAT 5.5-ACRE
09:36:09 PARCEL, ANTICIPATING AN EXTENSION OF SANDY LANE ALONG THIS
09:36:17 ROUTE AND UP THROUGH THE CASCADES, UP TO ESTERO PARKWAY.
09:36:20 THERE IS A PROPOSED NEW OWNER WHO WOULD LIKE TO PUT IN
09:36:26 HOUSING IN THAT, AND THIS OBLIGATION THAT WAS PLACED ON THE
09:36:31 PROPERTY IN 2007 IS A RESTRICTION THAT THEY WOULD LIKE TO
09:36:36 HAVE REMOVED.
09:36:36 SO WE DON'T PLAN ON EXTENDING SANDY LANE UP THAT WAY, BUT

09:36:42 IT'S SOMETHING THAT YOU'LL WANT TO CONSIDER.
09:36:46 TO GET FURTHER INTO THE ISSUE, I'D LIKE TO HAVE MARY GIBBS
09:36:50 COME UP AND SHOW THE MAP AND DESCRIBE IN FURTHER DETAIL WHAT
09:36:56 IS PROPOSED AND WHAT CONDITION NEEDS TO BE REVOKED.
09:36:59 >>Mary Gibbs: GOOD MORNING.
09:37:02 STEVE DID A GREAT JOB EXPLAINING IT.
09:37:04 LENNAR IS ASKING TO HAVE THIS, TO RESCIND THE REQUIREMENT TO
09:37:10 HAVE THE RECORDED NOTICE THAT THE COUNTY PUT ON BECAUSE THE
09:37:14 COUNTY HAD PLANNED TO HAVE A COLLECTOR ROAD.
09:37:17 SANDY LANE WAS GOING TO EXTEND -- I THINK THE MAP IS IN YOUR
09:37:20 PACKET.
09:37:20 I DON'T KNOW IF WE'VE GOT IT ONLINE.
09:37:22 BUT SANDY LANE WOULD EXTEND AND ACTUALLY BE REALIGNED FROM
09:37:29 CORKSCREW ROAD, IT WOULD GO WEST OF THE VILLAGE PARTNERS
09:37:34 PROPERTY AND THEN UP THROUGH THIS PROPERTY ON BROADWAY, THE

09:37:37 5-ACRE PIECE OF PROPERTY.
09:37:39 FURTHER NORTH, UP THROUGH THE MIDDLE OF THE CASCADES WHERE
09:37:42 THEY HAD A ZONING CONDITION THAT THEY HAD TO SHOW SPACE FOR
09:37:46 A POTENTIAL RIGHT-OF-WAY.
09:37:47 AND THEN UP TO ESTERO PARKWAY.
09:37:49 THE COUNTY LONG-RANGE PLANS SEVERAL YEARS AGO SHOWED THIS
09:37:54 ROAD ACTUALLY EXTENDING UP INTO SAN CARLOS PARK.
09:37:58 I THINK THE THOUGHT BEHIND IT, SOMEHOW GO THROUGH SAN CARLOS
09:38:02 PARK AND END UP AT ALICO ROAD.
09:38:05 THAT WAS ON THE LONG-RANGE TRANSPORTATION PLAN, A WISH LIST
09:38:08 FOR ROADS.
09:38:08 THAT NEVER HAPPENED.
09:38:09 THIS PROPERTY WAS NEVER DEVELOPED.
09:38:11 SO THE ROAD RIGHT-OF-WAY, THEY RECORDED THE NOTICE, BUT THEY
09:38:14 DIDN'T DO ANYTHING WITH THE PROPERTY.
09:38:16 IT'S VACANT.
09:38:17 AND THE COUNTY HAS, WELL -- THE COUNTY HAS TAKEN THIS ROAD
09:38:24 EXTENSION OFF OF THEIR LONG-RANGE TRANSPORTATION PLAN.
09:38:26 SO THERE ARE NO PLANS TO DO THIS.
09:38:28 SO IF THE ROAD WERE TO BE RETAINED, IT WOULD ONLY GO UP TO
09:38:33 ESTERO PARKWAY.
09:38:34 IN TALKING TO PUBLIC WORKS AND DAVID WILLEMS WHEN WE WERE
09:38:38 LOOKING AT IT, DOESN'T REALLY PROVIDE ANY TRAFFIC RELIEF, IF
09:38:41 YOU REALIGNED IT AND JUST BROUGHT IT UP TO ESTERO PARKWAY,
09:38:45 IT WOULD GO THROUGH THE MIDDLE OF CASCADES AND DUMP OUT ON

09:38:47 ESTERO PARKWAY.
09:38:48 SO IT'S NOT REALLY A ROAD RELIEVER, SO THERE'S NOT REALLY A
09:38:51 PURPOSE TO KEEPING THE ROAD.
09:38:53 SO LENNAR -- YEAH, NOW YOU CAN SEE IT.
09:38:56 LENNAR IS THE CONTRACT PURCHASER.
09:38:59 THEY ARE BUYING THIS FIVE ACRE PIECE OF PROPERTY ON THE MAP,

09:39:03 LITTLE RECTANGLE IN YELLOW.
09:39:04 THEY ARE ALSO GOING TO BUY THE CORNER PIECE OF PROPERTY AT
09:39:08 SANDY LANE AND BROADWAY, WHICH WAS GOING TO BE A CHURCH AND
09:39:12 DAY CARE, BUT THE CHURCH IS GOING TO BE SELLING IT TO
09:39:15 LENNAR.
09:39:15 SO THEY'LL BE ABLE TO MAKE A LITTLE BIT BIGGER PROPERTY.
09:39:19 THEY WANT TO DO THE SAME, JUST A SMALL SUBDIVISION,
09:39:23 SINGLE-FAMILY TYPE SUBDIVISION THAT WAS ALREADY APPROVED IN
09:39:25 THE ZONING THAT LEE COUNTY DID.
09:39:28 THEY'LL ADD ON THE CHURCH PROPERTY AND THEY'VE GOT TO REZONE
09:39:31 THAT.
09:39:31 THEY HAVE COME IN A COUPLE OF DAYS AGO WITH THE REZONING
09:39:35 APPLICATION.
09:39:36 SO THEY'LL BE GOING THROUGH THE PROCESS.
09:39:38 BUT THEY FELT LIKE THIS RECORDED NOTICE WAS A CLOUD ON THEIR
09:39:42 TITLE.
09:39:42 SO THEY WANTED TO HAVE THE RECORDED -- HAVE THE REQUIREMENT
09:39:46 RESCINDED, BUT THEY ARE STILL GOING TO GO THROUGH THE ZONING
09:39:49 PROCESS.

09:39:50 THEY ARE STILL GOING TO SEE THIS.
09:39:51 YOU'RE STILL GOING TO SEE THE MASTER CONCEPT PLAN, WHICH
09:39:54 SHOWED THE ROAD RIGHT-OF-WAY.
09:39:56 SO WHEN WE COME BACK WITH THE ZONING, WE'LL ALSO HAVE TO
09:39:59 AMEND ALL THOSE CONDITIONS.
09:40:01 IT'S A LITTLE BIT CONFUSING.
09:40:03 IT IS THE ONLY PROPERTY THAT HAS THIS REQUIREMENT ON IT FOR
09:40:06 SOME REASON.
09:40:07 I DO HAVE THE APPLICANT FROM LENNAR, CHRIS HASTY IS HERE
09:40:12 TODAY IF YOU HAVE ANY QUESTIONS FROM HIM.
09:40:14 IF YOU WANT HIM TO EXPLAIN WHAT LENNAR'S CONCERN IS, HE'S
09:40:18 HAPPY TO COME UP AND ANSWER ANY QUESTIONS.
09:40:24 >>Mayor McLain: COMMENTS FROM COUNCIL?
09:40:25 SO I'VE GOT -- GO AHEAD, JIM.
09:40:29 >>Jim Ward: I'M JUST CURIOUS, DOES THE VILLAGE HAVE THE
09:40:32 AUTHORITY TO ACTUALLY EXTEND THAT ROAD IF WE CHOSE TO DO
09:40:35 THAT?
09:40:39 >>Mary Gibbs: I WAS GOING TO SAY, I THINK WITHIN THE VILLAGE
09:40:42 LIMITS YOU COULD DO THAT.
09:40:44 YEAH, YEAH.
09:40:45 >>Jim Ward: DO WE HAVE ANY IDEA HOW MANY -- HOW MANY UNITS
09:40:49 ARE PLANNED FOR THAT PROPERTY?
09:40:52 >>Mary Gibbs: ON -- THE PIECE THAT LENNAR IS BUYING.
09:40:56 >>Jim Ward: YES.
09:40:56 >>Mary Gibbs: THEY ARE LOOKING AT ABOUT I THINK 15 OR 16

09:40:59 UNITS.
09:40:59 IT IS A SMALL SUBDIVISION.

09:41:01 >>Jim Ward: IS IT SUBJECT TO OUR FOUR UNITS PER ACRE ZONING?
09:41:04 >>Mary Gibbs: YES, YES.
09:41:05 >>Jim Ward: THANK YOU.
09:41:08 >>Mayor McLain: MARY, YOU MENTIONED THAT THE HIGHLIGHTED
09:41:11 YELLOW LOT, THE FIVE ACRES LENNAR IS INVOLVED IN, IT IS THE
09:41:15 ONLY ONE THAT HAS THIS RESTRICTION?
09:41:17 ALONG SANDY LANE, THERE ARE HOMES THAT I WOULD BELIEVE THE
09:41:22 PROPERTY GOES ALL THE WAY TO THE RAILROAD TRACK
09:41:28 RIGHT-OF-WAY, THE BACKYARD GOES THAT FAR?
09:41:30 >>Mary Gibbs: WELL, THE ONLY RESTRICTION IS IN -- BECAUSE
09:41:34 WHEN THIS WAS REZONED, THE COUNTY PUT THIS RESTRICTION ON.
09:41:37 THESE OTHER LOTS ON SANDY LANE UP TO THE RAILROAD
09:41:43 RIGHT-OF-WAY.
09:41:43 BUT THERE WAS NO RESTRICTION BECAUSE THEY ARE STILL ZONED
09:41:46 AGRICULTURE OR SINGLE-FAMILY.
09:41:47 SO THE ONLY RESTRICTION OF THE RECORDED NOTICE WOULD BE THIS
09:41:50 LENNAR PROPERTY.
09:41:52 THE CASCADES, WHEN THEY DID THE ZONING, THE PROPOSED ROAD
09:41:56 WOULD BISECT CASCADES RIGHT IN HALF.
09:41:58 SO WHEN THE ZONING WAS DONE, THEY JUST LEFT ROOM ON THEIR
09:42:02 ZONING PLAN AND SAID POTENTIAL FUTURE RIGHT-OF-WAY.
09:42:06 SO CASCADES AS WELL CAN'T REALLY DO ANYTHING WITH THAT
09:42:10 HUNDRED-FOOT WIDE RIGHT-OF-WAY.

09:42:12 THEY WOULD HAVE TO COME BACK IF THEY WANT TO DO SOMETHING AT
09:42:14 SOME POINT AND AMEND THEIR ZONING.
09:42:16 BUT THEY NEVER HAD TO DO A RECORDED NOTICE.
09:42:18 SO THIS WAS JUST A KIND OF ODD ONE.
09:42:23 >>Mayor McLain: AND DOES THE COUNTY, AS AN EXAMPLE, THE
09:42:27 CASCADES, DOES THE COUNTY HAVE THE AUTHORITY IN THAT?
09:42:30 OR DOES ESTERO HAVE THE AUTHORITY TO DO EITHER A ROADWAY IN
09:42:36 THERE OR NOT?
09:42:37 >>Mary Gibbs: WELL, THE COUNTY HAS LONG-RANGE TRANSPORTATION
09:42:40 PLANS, SO THEY'LL PUT ANY POTENTIAL ROAD NEEDS ON THOSE
09:42:43 PLANS.
09:42:43 THROUGH THE MPO, IF THOSE THINGS ARE PRIORITIZED, THEY COULD
09:42:49 CONSTRUCT IT IF EVERYBODY AGREED.
09:42:51 BUT THEY HAVE TAKEN IT OFF THEIR LONG-RANGE PLAN.
09:42:54 SO THEY REALIZE THAT THERE'S NO REALLY PLAN OR NEED FOR THAT
09:42:58 ROAD.
09:42:59 >>Mayor McLain: OKAY.
09:43:00 GOOD.
09:43:00 ANY OTHER QUESTIONS, COUNCIL?
09:43:03 >>George Zalucki: MR. MAYOR, I WOULD LIKE TO COMMENT.
09:43:04 LOOKING AT THIS, I DON'T SEE ANY BENEFIT FOR THE VILLAGE TO
09:43:07 RETAIN THIS EASEMENT, THIS ROAD, THIS CONCEPT.
09:43:10 I THINK IT MAKES BETTER SENSE.
09:43:12 I'M SURE THAT THE FOLKS IN THE CASCADES WOULDN'T WANT A ROAD

09:43:15 CUTTING RIGHT THROUGH THEIR COMMUNITY.

09:43:17 IF ANYBODY IN THE FUTURE DECIDED TO GO AHEAD AND CONSTRUCT
09:43:19 ONE.
09:43:20 SO I SPEAK IN FAVOR OF THIS RESOLUTION TO MOVE FORWARD WITH
09:43:25 THIS PROJECT AND THE REZONING THAT LENNAR IS REQUESTING.
09:43:31 >>Mary Gibbs: JUST AN INTERESTING FACT THAT DAVID TOLD ME
09:43:34 THAT I DIDN'T EVEN KNOW, I SAID WHY WOULD THE ROAD BE
09:43:37 REALIGNED FURTHER WEST?
09:43:38 INITIALLY WHEN THEY PLANNED THE EXTENSION, HE SAID THEY WERE
09:43:41 TRYING TO AVOID THE GIANT FIG TREE THAT YOU SEE AT THE END
09:43:45 OF SANDY LANE.
09:43:48 >>Mayor McLain: FIG TREE HAS ROOTS.
09:43:50 >> BIG ROOTS.
09:43:51 >>Mayor McLain: ALL RIGHT.
09:43:52 DO WE HAVE ANY PUBLIC COMMENTS ON THIS?
09:43:53 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS,
09:43:56 MAYOR.
09:43:57 >> I'LL ENTERTAIN A MOTION.
09:44:01 >>Rafael Lopez: SO MOVED.
09:44:01 >>Mayor McLain: COUNCILMAN LOPEZ HAS MADE THE MOTION,
09:44:03 SECONDED BY COUNCILMAN WARD.
09:44:05 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:44:08 >>Larry Fiesel: AYE.
09:44:10 >>Lori Fayhee: AYE.
09:44:10 >>Rafael Lopez: AYE.
09:44:12 >>Jim Ward: AYE.

09:44:14 >>George Zalucki: AYE.
09:44:15 >>Vice-Mayor Ribble: AYE.
09:44:15 >>Mayor McLain: AYE.
09:44:17 NEXT ON THE AGENDA IS ITEM 6B, RESOLUTION 2024-24, SEMINOLE
09:44:25 GULF MOA, WHICH STANDS FOR MEMORANDUM OF AGREEMENT.
09:44:29 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
09:44:34 >>Carol Sacco: RESOLUTION 2024-24, A RESOLUTION OF THE
09:44:38 VILLAGE COUNCIL, OF THE VILLAGE OF ESTERO, FLORIDA,
09:44:39 APPROVING MEMORANDUM OF AGREEMENT WITH OTHER JURISDICTIONS
09:44:43 TO CONTINUE THE RAIL TO TRAIL INITIATIVE; AUTHORIZING
09:44:46 CONTRIBUTION OF VILLAGE FUNDS TO ASSIST IN CONTINUING THE
09:44:49 GRANT APPLICATION PREPARATION PROCESS; AUTHORIZING
09:44:52 SUBMISSION OF CORRESPONDENCE TO THE MPO SUPPORTING THE
09:44:55 SUBMISSION OF A GRANT APPLICATION; ESTABLISHING PUBLIC
09:44:59 ACQUISITION OF THE SEMINOLE RAILROAD RIGHT-OF-WAY AS A TOP
09:45:04 LEGISLATIVE PRIORITY AND DIRECTING VILLAGE LOBBYISTS TO SEEK
09:45:07 LEGISLATIVE SUPPORT FOR THE PROJECT; AND PROVIDING FOR
09:45:10 SEVERABILITY AND AN EFFECTIVE DATE.
09:45:13 >>Mayor McLain: THANK YOU.
09:45:14 STEVE, WILL YOU PLEASE INTRODUCE THIS ITEM?

09:45:17 >>Steven Sarkozy: THANK YOU, MR. MAYOR AND MEMBERS OF
09:45:19 COUNCIL.
09:45:19 IN THE PAST, THE VILLAGE COUNCIL HAS EXPRESSED STRONG
09:45:23 SUPPORT FOR THE ACQUISITION OF THE SEMINOLE RAIL LINE.
09:45:27 AND THE PROCESS ON GETTING TO THE ACQUISITION IS CONVOLUTED

09:45:34 AT BEST.
09:45:35 IT'S COMPLICATED AND THERE ARE A NUMBER OF DIFFERENT
09:45:40 ELEMENTS THAT GO INTO SECURING THAT RIGHT-OF-WAY LINE, NOT
09:45:44 THE LEAST OF WHICH IS THE MONEY.
09:45:46 SO FOR PURPOSES OF CLARITY, RATHER THAN DEALING WITH
09:45:51 INDIVIDUAL ITEMS, PUT EVERYTHING INTO ONE RESOLUTION THAT
09:45:55 ALLOWS US TO CONTINUE THE PROCESS FORWARD.
09:45:58 SO THERE ARE SEVERAL ELEMENTS EMBEDDED WITHIN THIS
09:46:02 RESOLUTION.
09:46:04 THE FIRST IS THE MEMORANDUM OF UNDERSTANDING THAT WOULD BE
09:46:09 BETWEEN THE VILLAGE OF ESTERO, BONITA SPRINGS, AND COLLIER
09:46:12 COUNTY FOR THE ACQUISITION AND MAINTENANCE OF OUR PORTIONS
09:46:17 OF THE LINE.
09:46:18 AT THIS POINT, LEE COUNTY IS NOT IN THE MIX.
09:46:22 AT THIS POINT, THEY MAY COME IN LATER.
09:46:25 BUT THE THREE JURISDICTIONS ARE LOOKING AT HOW DO WE
09:46:30 CONTINUE TO MOVE THIS FORWARD IN A COLLECTIVE MANNER?
09:46:35 THIS MEMORANDUM OF AGREEMENT OUTLINES OUR WORKING
09:46:38 RELATIONSHIP AND HOW WE'RE GOING TO BE RESPONSIBLE.
09:46:41 BASICALLY, THE THEME IS THAT WE'LL EACH TAKE CARE OF OUR
09:46:45 PORTIONS WITHIN EACH OF OUR JURISDICTIONS, BUT COLLECTIVELY
09:46:50 WE'LL TRY TO GET MONEY FOR THE ACQUISITION.
09:46:55 THE SECOND ELEMENT HERE IN THIS EMBEDDED IS THE ATTEMPT TO
09:47:06 SECURE GRANT FUNDING.
09:47:06 THERE ARE SEVERAL FEDERAL GRANTS IN THIS CASE THAT ARE

09:47:08 AVAILABLE, PRIMARILY AT THIS POINT THE RAISE GRANT, WHICH
09:47:12 THERE ARE SEVERAL BILLION DOLLARS AVAILABLE NATIONALLY FOR
09:47:16 THIS TYPE OF ACTIVITY, AND WE WOULD HAVE A SHOT AT GETTING
09:47:20 SOME MONEY THERE.
09:47:23 THE APPLICATION PROCESS IS COMPLICATED, AND YOU'LL SEE IN
09:47:26 THE RESOLUTION THAT WE'VE ASKED FOR UP TO $10,000 TO GET
09:47:32 OUTSIDE HELP TO PREPARE THAT GRANT.
09:47:35 I DON'T THINK WE'LL SPEND THE 10, BUT IT GIVES US AUTHORITY
09:47:40 TO GO THAT HIGH.
09:47:41 AND THE FIRM THAT WE'VE USED IN THE PAST IS KIMLEY-HORN TO
09:47:45 SECURE THAT GRANT.
09:47:46 ALSO RELATED TO FUNDING IS A THIRD ELEMENT, AND THAT IS
09:47:58 APPLYING FOR A SUN TRAILS GRANT, WHICH IS A STATE GRANT TO
09:48:04 SECURE A PORTION OF THE FUNDING FOR THE PROGRAM.
09:48:09 WE CAN DO THAT THROUGH THE METROPOLITAN PLANNING
09:48:13 ORGANIZATION AND GET AN APPLICATION IN BY EARLY JANUARY.

09:48:20 SO THE TIMING OF SOME OF THIS IS IMPORTANT AS WELL.
09:48:22 AND THEN SIMPLY THE LAST ITEM IS JUST A GENERAL STATEMENT BY
09:48:28 THE COUNCIL SAYING THAT THE BERT LINE ACQUISITION IS A TOP
09:48:33 PRIORITY WITH THE STATE LEGISLATURE.
09:48:36 IT'S NOT DEFINED IN TERMS OF A SPECIFIC DOLLAR AMOUNT.
09:48:45 ACTUALLY, THAT'S WHAT THE LEGISLATIVE -- OUR LEGISLATORS
09:48:47 HAVE ASKED, JUST LEAVE IT OPEN AND LET US DO OUR WORK AND
09:48:51 WE'LL SEE IF WE CAN GET SOME MONEY COMING IN.
09:48:56 SO WE WANTED TO BE TRANSPARENT PUTTING ALL THESE THINGS

09:49:00 TOGETHER.
09:49:02 WE STILL HAVE A LONG WAY TO GO TO GETTING MONEY, BUT THIS IS
09:49:07 THE MULTIPRONG APPROACH THAT TAKES US TO THE NEXT LEVEL.
09:49:12 REGARDING THE STATE SUN TRAILS GRANT, THE VILLAGE WOULD BE A
09:49:18 LEAD AGENCY ON THAT.
09:49:22 AND ONE OF THE STATEMENTS THAT WE HAVE TO MAKE IS THAT WE
09:49:25 WOULD DO THE MAINTENANCE ON THE LINE.
09:49:29 THE PLAN WOULD BE IF WE GET ALL OF THE FUNDING LINED UP AND
09:49:32 WE'RE READY TO BUY THIS, WE CALL A TIME-OUT AMONGST OUR
09:49:37 PARTNERS AND SAY, OKAY, WE'VE HAD TO COMMIT TO VARIOUS
09:49:40 THINGS.
09:49:41 WE'RE GOING TO WIPE THE SLATE CLEAN AND COME UP WITH AN
09:49:44 INTERLOCAL AGREEMENT THAT ALLOCATES MAINTENANCE
09:49:48 RESPONSIBILITIES AND SO FORTH THAT MAKE SENSE.
09:49:53 THAT WILL COME BACK TO YOU, AND WE'RE MAKING NO OBLIGATIONS
09:49:59 HERE THAT YOU'RE STUCK WITH.
09:50:03 WE'LL HAVE TO COME BACK AND RESOLVE ALL OF THAT SHOULD WE BE
09:50:08 SUCCESSFUL IN PULLING A PACKAGE TOGETHER.
09:50:11 THIS IS A VERY BIG PURCHASE.
09:50:12 THERE IS A LOT OF MONEY INVOLVED.
09:50:15 70 TO $80 MILLION.
09:50:19 IT'S NOT A SIMPLE OR EASY ASK.
09:50:21 THAT'S WHY WE PUT EVERYTHING TOGETHER.
09:50:23 AND HENCE PUTTING IT ALL TOGETHER IN ONE PACKAGE, IN ONE
09:50:29 RESOLUTION.

09:50:29 THAT'S IT.
09:50:31 >>Mayor McLain: THANK YOU, STEVE.
09:50:32 ANY QUESTIONS FROM COUNCIL?
09:50:33 COMMENTS?
09:50:35 I'VE GOT A COMMENT.
09:50:39 I APPRECIATE THE VILLAGE BEING IN A LEADERSHIP POSITION ON
09:50:45 THIS.
09:50:46 STEVE HAS DONE A NICE JOB.
09:50:51 THERE ARE A LOT OF POSSIBILITIES HERE.
09:50:52 A LOT OF POSSIBILITIES FOR FUNDING.
09:50:53 AND BY US BEING AGGRESSIVE AND TAKING A LEADERSHIP POSITION,
09:51:00 WE REALLY GIVE AT LEAST A BETTER CHANCE OF TRYING TO ACQUIRE

09:51:03 THIS IMPORTANT PIECE OF PROPERTY.
09:51:06 I THINK WITHOUT THAT THIS THING COULD PROBABLY DIE.
09:51:12 I THINK WE NEED TO KEEP PUSHING.
09:51:14 I KNOW BONITA IS HAVING A MEETING EITHER TODAY OR TOMORROW,
09:51:18 AND THEY ARE GOING TO COME FORWARD ALSO AND COLLIER COUNTY
09:51:21 IS GOING TO BE INVOLVED.
09:51:22 I JUST THINK THAT THE HISTORY OF THE VILLAGE OF ESTERO IS A
09:51:28 VILLAGE WITH A VISION.
09:51:29 AND HERE IS A POSSIBILITY FOR A VISION FOR US TO SAY LOOK AT
09:51:33 THE OPPORTUNITIES THAT THIS TRAIL CAN PROVIDE.
09:51:36 YES, THERE ARE DIFFICULTIES GETTING TO THE FINISH LINE, BUT
09:51:39 IF WE DON'T TRY, GUESS WHAT, WE'RE NOT GOING TO GET TO THE
09:51:42 FINISH LINE.

09:51:43 I'M 100% IN SUPPORT OF US MOVING FORWARD WITH THIS.
09:51:48 THE POSSIBILITIES FOR THE FUTURE OF OUR CITIZENRY IS IMMENSE
09:51:53 IN THIS REGARD, NOT JUST ESTERO, BUT BONITA AND THE TIE-INS
09:51:58 THAT THAT OFFERS IS GREAT BECAUSE WE'RE ALL IN THIS THING
09:52:01 TOGETHER, GETTING PEOPLE OFF OF 41 AND THE OTHER ROADWAYS IS
09:52:04 REALLY IMPORTANT.
09:52:05 PROBABLY HEARD ME, I'M 100% BEHIND THIS.
09:52:09 ANY OTHER QUESTIONS FROM COUNCIL?
09:52:11 IF NONE, THEN, MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
09:52:15 >>Carol Sacco: YES, MAYOR, WE DO.
09:52:17 WE HAVE ONE, MR. PAUL KEITH SCOGGINS FROM THE RESIDENCES AT
09:52:23 COCONUT POINTE.
09:52:24 WE ALSO HAD E-COMMENTS THAT WERE SENT OUT.
09:52:27 >>Mayor McLain: THANK YOU.
09:52:28 >> HI.
09:52:28 I'M KEITH SCOGGINS.
09:52:30 I AND MY WIFE ARE FULL-TIME RESIDENTS OF ESTERO.
09:52:34 WE LIVE AT 23161 FASHION DRIVE AT THE RESIDENCES AT COCONUT
09:52:39 POINTE.
09:52:40 WHILE I'M AT IT, MAYOR, THANK YOU FOR YOUR RECENT
09:52:44 PARTICIPATION OF OUR VETERANS DAY CELEBRATION AT THE
09:52:47 RESIDENCES AT COCONUT POINTE.
09:52:49 THAT WAS VERY MUCH APPRECIATED.
09:52:50 >>Mayor McLain: IT WAS A NICE EVENT.
09:52:52 THANK YOU.

09:52:52 >> I'M REPRESENTING MYSELF AND WANTED TO COMMENT IN FAVOR OF
09:52:56 THE PROPOSED BERT BIKE TRAIL.
09:52:58 I AM A MEMBER OF THE FRIENDS OF BERT, OF WHICH THERE ARE
09:53:01 MANY REPRESENTATIVES HERE.
09:53:02 I'LL BE VERY BRIEF.
09:53:05 I'VE LIVED CLOSE TO TWO BIKE RAILS TO TRAILS BIKE TRAILS IN
09:53:09 MY LIFE.
09:53:10 THE KATY TRAIL IN ST. LOUIS AND THE PRAIRIE PATH IN

09:53:13 NAPERVILLE, ILLINOIS.
09:53:15 I'VE RIDDEN THOSE TRAILS HUNDREDS OF TIMES AND I CAN
09:53:20 PERSONALLY ATTEST TO THE FACT THAT THESE TRAILS ARE A MAJOR
09:53:23 ENHANCEMENT TO THE COMMUNITIES THAT THEY SERVE.
09:53:26 THEY GIVE LOCALS AND VISITORS A BEAUTIFUL AND SAFE PLACE TO
09:53:31 RIDE THEIR BIKES.
09:53:32 THANK YOU.
09:53:34 >>Mayor McLain: THANK YOU.
09:53:35 >>Carol Sacco: WE HAVE NO OTHERS, MAYOR.
09:53:37 >>Mayor McLain: NO OTHERS.
09:53:38 OKAY.
09:53:38 I'LL NOW ENTERTAIN A MOTION FROM COUNCIL.
09:53:43 >>Vice-Mayor Ribble: SO MOVE TO ADOPT THE RESOLUTION.
09:53:45 >>Mayor McLain: VICE-MAYOR MADE THE MOTION.
09:53:46 SECONDED BY COUNCILPERSON LOPEZ.
09:53:48 MADAM CLERK, PLEASE CALL THE ROLL.
09:53:51 >>George Zalucki: AYE.

09:53:52 >>Jim Ward: AYE.
09:53:54 >>Rafael Lopez: AYE.
09:53:56 >>Lori Fayhee: AYE.
09:53:58 >>Larry Fiesel: AYE.
09:53:58 >>Vice-Mayor Ribble: AYE.
09:53:59 >>Mayor McLain: AYE.
09:54:01 NEXT ON THE AGENDA IS ITEM 6C, CORKSCREW ROAD, CMAR CONTRACT
09:54:08 GUARANTEED MAXIMUM PRICE, GMP.
09:54:12 ADDENDUM NUMBER 1.
09:54:15 STEVE, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
09:54:17 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:54:19 THE CORKSCREW ROAD IMPROVEMENTS HAVE BEEN ON OUR CAPITAL
09:54:24 IMPROVEMENT PROGRAM FOR A NUMBER OF YEARS.
09:54:28 THESE INCLUDE THE LANDSCAPING OF THE MEDIAN, THE LANDSCAPING
09:54:33 ON THE OUTSIDE OF THE BACK OF THE CURB TO THE OUTSIDE
09:54:36 PROPERTY LINE.
09:54:38 A 10-FOOT PATHWAY, MULTIUSE PATHWAY AND THEN LIGHTING FOR
09:54:47 SAFETY PURPOSES FOR THE PATHWAY.
09:54:49 THIS ITEM CAME TO YOU PREVIOUSLY AND ON NOVEMBER 6 YOU
09:54:59 AUTHORIZED THE FULL CONTRACT.
09:55:00 BUT AT THAT TIME, YOU ALSO ASKED IF WE COULD DISCUSS FURTHER
09:55:07 REMOVING SOME OF THE PROPOSED LANDSCAPING AND IRRIGATION IN
09:55:11 AN EFFORT TO SAVE SOME MONEY.
09:55:13 THAT IS THE DISCUSSION HERE TODAY.
09:55:18 WE'RE RECOMMENDING THAT WE CONTINUE WITH THE PROJECT AS

09:55:21 ORIGINALLY APPROVED, BUT THE INFORMATION IS HERE FOR COUNCIL
09:55:25 CONSIDERATION.
09:55:26 I'D LIKE TO TURN IT OVER TO DAVID WILLEMS WHO CAN DESCRIBE
09:55:31 WHAT'S GONE ON BETWEEN THE NOVEMBER 6 MEETING AND YOUR

09:55:35 CONSIDERATIONS TODAY.
09:55:36 DAVID?
09:55:37 >>David Willems: THANK YOU.
09:55:37 I'LL BE PRETTY BRIEF BECAUSE THE VILLAGE MANAGER DID A GOOD
09:55:43 JOB OF SUMMARIZING WHERE WE ARE AT AND WHY WE ARE BEFORE YOU
09:55:46 RIGHT NOW.
09:55:46 SO AFTER THAT MEETING, WE WORKED WITH THE CONTRACTOR AND THE
09:55:49 PROJECT ENGINEER TO REALLY QUANTIFY WHAT COULD BE SAVED FROM
09:55:53 A COST STANDPOINT IF WE DID NOT DO THE LANDSCAPING ALONG THE
09:55:56 SIDES OF THE ROAD.
09:55:58 SO THE ENGINEER AND LANDSCAPE ARCHITECT REDESIGNED IT
09:56:01 PRELIMINARILY AND THEN WE GOT A COST ESTIMATE FROM THE
09:56:05 CONTRACTOR, THE LANDSCAPE CONTRACTOR.
09:56:08 AND IT LOOKS LIKE WE COULD SAVE ABOUT $1.8 MILLION IF WE
09:56:12 ELIMINATED IN THIS PHASE THE LANDSCAPING ALONG THE SIDES OF
09:56:15 THE ROAD.
09:56:16 THAT IS THE LANDSCAPING AND THE IRRIGATION.
09:56:19 WE COULD COME BACK AND DO IT AGAIN IN THE FUTURE, ADD
09:56:22 ANOTHER PHASE, BUT IT WOULD COST MORE THAN $1.8 MILLION TO
09:56:27 COME BACK AND DO IT BECAUSE THEY WOULD HAVE TO DO MOT AGAIN,
09:56:30 AND THERE ARE A LOT OF OTHER THINGS THAT WOULD HAVE TO OCCUR

09:56:33 TO GET IT STARTED UP.
09:56:35 THE CONTRACTOR, WRIGHT CONSTRUCTION, WE'VE CONTRACTED WITH
09:56:39 THEM.
09:56:39 THEY ARE GOING ON EVERYTHING EXCEPT THE LANDSCAPING.
09:56:42 SO THEY ARE SIGNING CONTRACTS WITH ALL THEIR SUBCONSULTANTS
09:56:46 BUT THEY ARE HOLDING THE LANDSCAPE CONTRACTOR UNTIL WE
09:56:50 FIGURE OUT WHAT WE WANT TO DO AS FAR AS THE SIDES OF THE
09:56:52 ROAD.
09:56:52 I CAN ANSWER ANY QUESTIONS YOU MIGHT HAVE ABOUT THE COST OR
09:56:56 PROJECT SCOPE.
09:56:58 >>Mayor McLain: DOES COUNCIL HAVE ANY QUESTIONS?
09:57:02 >>Jim Ward: DAVID, THERE WAS A CONCERN, I GUESS I CAN
09:57:04 ADDRESS THIS TO STEVE AS WELL.
09:57:06 THERE WAS A CONCERN RAISED BY AN HOA THAT HAD PROVIDED AN
09:57:10 EASEMENT ALONGSIDE THE ROAD TO THE VILLAGE REGARDING THAT.
09:57:15 THEY SEEMED TO BE CONCERNED ABOUT TAKING AWAY THE
09:57:20 LANDSCAPING AND IRRIGATION THERE.
09:57:22 DO WE HAVE ANY CONCERNS WHETHER THE HOAs CAN HAVE SOME
09:57:26 INPUT INTO THIS AT SOME POINT DOWN THE ROAD?
09:57:32 >>David Willems: I'M NOT SURE WHAT THE INPUT WOULD BE, BUT
09:57:34 WE'VE GOTTEN EASEMENTS FROM ALMOST EVERY COMMUNITY AND EVERY
09:57:38 PROPERTY OWNER ALONG THE RIGHT-OF-WAY THERE.
09:57:39 >>Jim Ward: THE CONCERNS SEEM TO BE THAT THE EASEMENT WAS
09:57:43 CONDITIONAL ON US PUTTING LANDSCAPING IN THAT AREA.
09:57:45 I DON'T KNOW IF THAT'S --

09:57:47 >>David Willems: I DON'T KNOW THAT IT WAS CONDITIONAL, BUT I
09:57:49 DO UNDERSTAND THEIR DISAPPOINTMENT IN THAT A PROJECT WAS
09:57:53 PRESENTED TO THEM ONE WAY AND THEN THEY COULD CHANGE.
09:57:57 I DON'T THINK THERE WAS ANYTHING THAT WAS CONDITIONAL.
09:57:59 BUT STAFF PRESENTED THE PROJECT AS IT WAS APPROVED AT THE
09:58:02 TIME WHEN WE WERE LOOKING FOR THE EASEMENTS.
09:58:06 >>Mayor McLain: ANY OTHER QUESTIONS OR COMMENTS?
09:58:08 >>Vice-Mayor Ribble: JUST A COMMENT, YEAH.
09:58:10 I KNOW INITIALLY, DAVID, WE WERE LOOKING FOR SUBSTANTIAL
09:58:13 COST SAVINGS.
09:58:14 THANK YOU FOR GOING BACK AND GETTING THESE FIGURES FOR US.
09:58:17 BUT I DON'T THINK THIS IS A SUBSTANTIAL COST SAVINGS ENOUGH
09:58:21 TO DELAY THE PROJECT.
09:58:22 SO I WOULD BE IN FAVOR OF CONTINUING TO MOVE FORWARD.
09:58:28 >>Mayor McLain: DID YOU HAVE COMMENTS?
09:58:30 >>Larry Fiesel: I, TOO, AGREE THAT I DON'T THINK WE WANT TO
09:58:34 -- WE DISCUSSED MANY TIMES THAT WHEN WE DO A PROJECT, WE
09:58:37 WANT TO DO IT RIGHT AND WE WANT TO DO IT FIRST CLASS.
09:58:40 I THINK IF WE START PIECEMEALING PROJECTS, WE SET A
09:58:44 PRECEDENT MOVING FORWARD THAT WE'RE JUST NOT GOING TO PUT
09:58:47 THE LEVEL OF QUALITY AND STANDARD INTO THESE PROJECTS THAT
09:58:50 WE START SEEING HOW WE CAN CUT CORNERS.
09:58:53 I THINK THAT IF WE'RE LOOKING TO SAVE $1.8 MILLION, WE FIND
09:58:57 IT ON A PROJECT THAT WE HAVEN'T STARTED, NOT TAKE PART OF A
09:59:01 PROJECT AWAY.

09:59:02 I'M NOT IN FAVOR OF COMPROMISING THE INTEGRITY OF THE WHOLE
09:59:09 PROJECT.
09:59:09 >>Rafael Lopez: I'M IN FAVOR OF KEEPING THE PROJECT AS IS.
09:59:12 >>George Zalucki: THANK YOU, MAYOR.
09:59:14 DAVID, THANK YOU FOR HAVING WRIGHT COME BACK.
09:59:17 I THINK AT THE ORIGINAL MEETING, ALL OF US HAD A LITTLE BIT
09:59:20 OF STICKER SHOCK WHEN WE TOOK A LOOK AT THE PRICE OF THE
09:59:22 PROJECT.
09:59:23 I TOOK THE OPPORTUNITY TO MEET WITH DAVID AND KIND OF DRILL
09:59:26 DOWN A LITTLE BIT BECAUSE -- I KNOW ALL OF OUR CONCERNS ARE
09:59:30 VALUE, COST, AND FUTURE IMPACT IF THE ROAD WERE TO WIDEN,
09:59:34 WHAT KIND OF LANDSCAPING ARE WE GOING TO BE TOSSING AWAY.
09:59:38 DAVID WAS KIND ENOUGH TO MEET WITH ME AND HE REALLY DID
09:59:42 QUELL MY CONCERNS RELATIVE TO VALUE.
09:59:43 WRIGHT CONSTRUCTION IS OUR CMAR, AND DAVID INFORMED ME THAT
09:59:47 THEY DO USE A BID PROCESS WITH ALL THEIR CONTRACTORS.
09:59:50 SO IN MY MIND, I WANTED TO MAKE SURE THAT THE VILLAGE WAS
09:59:52 GETTING THE BEST VALUE FOR THE DOLLARS THAT WE'RE SPENDING.
09:59:57 HE CONFIRMED THAT WITH ME.
09:59:58 THAT WAS A CONCERN.
09:59:59 SECONDLY, JOHNSON ENGINEERING ESTIMATED THE COST AT $21
10:00:02 MILLION BEFORE WRIGHT CONSTRUCTION WAS EVEN INVOLVED.

10:00:06 SO THAT'S VERY CLOSE TO WHAT WRIGHT ENDED UP COMING UP WITH
10:00:10 IN THE END ANYWAY.
10:00:12 AS FAR AS COST GOES, I KIND OF BROKE IT DOWN INTO TENTHS OF

10:00:18 A MILE FOR THE PROJECT COST BECAUSE I COMPARED IT TO ESTERO
10:00:20 PARKWAY.
10:00:21 I THINK THAT'S KIND OF OUR FLAGSHIP IN THE COMMUNITY, WHAT A
10:00:26 GREAT ROAD THAT IS.
10:00:28 THAT'S WHAT WE WANT CORKSCREW ROAD TO LOOK LIKE, THE ENTRY
10:00:31 OF ESTERO TO LOOK LIKE.
10:00:32 THAT'S OUR BRAND.
10:00:34 IN DOING THE ANALYSIS, WHAT I CAME UP WITH IS THE COST
10:00:36 DIFFERENCE BETWEEN THE TWO, IT'S ONLY ABOUT A 37% INCREASE
10:00:39 FROM THE COST OF ESTERO PARKWAY, WHICH, BY THE WAY, IS 1.8
10:00:44 MILES.
10:00:45 CORKSCREW ROAD PROJECT IS 3 MILES.
10:00:47 DO THE MATH, 10th OF A MILE, ABOUT 37% INCREASE.
10:00:51 THAT'S NOT THAT BAD CONSIDERING THAT THAT PROJECT STARTED IN
10:00:54 2019, PARTICULARLY WITH THE COST OF INFLATION OVER THE LAST
10:00:57 THREE, FOUR YEARS.
10:00:58 THE OTHER COMPARISON I DID WAS THE PHASE ONE ROAD WIDENING
10:01:03 OF CORKSCREW WAS THREE MILES AT $23 MILLION.
10:01:06 THAT'S WHAT IT COST US.
10:01:07 TOOK ABOUT THREE YEARS.
10:01:09 PHASE TWO WIDENING OF CORKSCREW IS ONLY 1.3 MILES.
10:01:12 THE COST OF THAT IS $21 MILLION.
10:01:15 THAT IS 110% INCREASE.
10:01:17 SO WHEN YOU ARE REALLY TAKING A LOOK AT VALUE AND COST, THAT
10:01:21 EASED MY MIND AS TO, LOOK, WE'RE STILL -- WE'RE PAYING FOR

10:01:25 IT.
10:01:26 WE KNOW THAT WE HAVE THE BID PROCESS GOING ON.
10:01:28 I FEEL COMFORTABLE MOVING FORWARD.
10:01:30 THE LAST PIECE WAS THE FUTURE IMPACT REGARDING ADDITIONAL
10:01:33 ROAD WIDENING.
10:01:34 DAVID INFORMED ME IT'S BEEN DETERMINED THERE'S NO MAJOR
10:01:37 LANDSCAPING IMPACT EXCEPT PERHAPS IN FRONT OF WILDCAT
10:01:40 BECAUSE THAT IS A VERY PECULIAR ENTRANCE WAY.
10:01:44 SOME OF THOSE PLANTINGS MAY HAVE TO BE MOVED OR COMPROMISED
10:01:48 AT THAT TIME, WHENEVER THAT MAY BE.
10:01:49 SO BASED ON VALUE COST AND FUTURE IMPACT ANALYSIS THAT I
10:01:52 DID, I'M COMPLETELY COMFORTABLE AND IN FAVOR BECAUSE AS FAR
10:01:57 AS THE SAVINGS, 1.8 MILLION, THE JUICE ISN'T WORTH THE
10:02:02 SQUEEZE.
10:02:02 I SAY WE DO IT NOW.
10:02:04 MOVE FORWARD AND BEAUTIFY ESTERO.
10:02:06 I'M COMFORTABLE WITH THE NUMBERS.
10:02:07 THANK YOU.

10:02:08 >>Mayor McLain: THANK YOU.
10:02:08 GO AHEAD.
10:02:11 >>Lori Fayhee: THANK YOU.
10:02:11 DAVID, I WANT TO THANK YOU FOR REEVALUATING THIS AND LOOKING
10:02:17 INTO IT, WHETHER IT WOULD SAVE MONEY NOW OR LATER.
10:02:19 I THINK I'M IN FAVOR OF GOING AHEAD WITH THIS NOW.
10:02:26 ALSO IT WOULD COST MORE IF WE PUT IT OFF UNTIL LATER.

10:02:29 AS FAR AS THE EASEMENTS, I WANTED TO MAKE SURE THAT THERE
10:02:37 ARE NO CONTINGENCIES WHEN WE GET THESE AGREEMENTS SO THAT WE
10:02:45 ARE PROMISING PEOPLE THAT SOMETHING WILL BE DONE AT A
10:02:48 CERTAIN TIME FRAME WE RECEIVED SEVERAL E-MAILS ON THIS, AND
10:02:56 THAT JUST -- I WANTED TO MAKE SURE THERE'S NO CONTINGENCIES
10:03:00 THAT WE'RE AWARE OF.
10:03:02 THANK YOU.
10:03:04 >>David Willems: I SAW THE SAME E-MAILS.
10:03:06 WHAT I READ INTO THE E-MAILS, IT WAS A LOT OF DISAPPOINTMENT
10:03:09 THAT WE MAY BE TAKING OUT THE LANDSCAPING, WHICH IS REALLY
10:03:13 GOING TO LEND TO THE SIDEWALKS BEING MORE OF A LINEAR PARK
10:03:16 THAN A SIDEWALK.
10:03:17 IF WE WERE TO TAKE OUT THE LANDSCAPING ON THE SIDES OF THE
10:03:19 ROAD, IT WOULD BE BETTER THAN MOST OF THE PATHS AROUND HERE,
10:03:21 BUT YOU'RE STILL GOING TO FEEL LIKE YOU ARE A PATH NEXT TO A
10:03:25 ROAD.
10:03:25 THAT LANDSCAPING IS REALLY WHAT HELPS US SEPARATE IT INTO A
10:03:28 LINEAR PARK.
10:03:29 I UNDERSTAND THEIR DISAPPOINTMENT.
10:03:32 IT WOULD HAVE BEEN A LESSER PROJECT IF WE HAD TAKEN OUT THE
10:03:35 LANDSCAPING ALONG THE SIDES OF THE ROAD.
10:03:37 >>Mayor McLain: I APPRECIATE ALL THE COMMENTS.
10:03:39 I'M 100% BEHIND THIS, TOO, EVEN THOUGH I HAD SOME CONCERNS.
10:03:43 THIS ISN'T THE ONLY MAJOR PROJECT THAT WE SPENT MILLIONS OF
10:03:47 DOLLARS ON.

10:03:48 I THINK STEVE AND DAVID AND OUR FIRST COUNCIL WHEN WE DID
10:03:52 ESTERO PARKWAY, WHICH WAS -- STEVE HAD MENTIONED THAT WOULD
10:03:59 BE OUR MODEL FOR ALL THE ROADS WE DID.
10:04:01 THAT FIRST COUNCIL KICKED BACK PRETTY HARD ON THAT.
10:04:04 WE GOT A COUPLE OF BLOODY NOSES ON THAT.
10:04:07 I AGREE WITH YOUR STATEMENTS THAT BY MAKING IT A LINEAR
10:04:10 PARK, IT IS REALLY GOING TO BE GOOD.
10:04:12 THE ISSUE WITH ESTERO PARKWAY, NOT THE ROAD SURFACE, NOT THE
10:04:18 LANDSCAPING, BUT THE LIGHTING.
10:04:21 IN FACT, WE GOT TO THE POINT OF SPLITTING THE BUDGET FOR THE
10:04:24 LANDSCAPING AND ROAD SURFACE AND THE LIGHTING WAS GOING TO
10:04:27 BE SEPARATE.
10:04:28 SET US UP WITH THE COUNCIL SAYING IT WOULD BE EASY TO
10:04:32 SWITCH.

10:04:32 WELL, WE WERE LUCKY WE CONVINCED THEM AT THE LAST MINUTE TO
10:04:36 PUT LIGHTING IN.
10:04:36 WITHOUT LIGHTING, ESTERO PARKWAY WOULD NOT BE GOOD.
10:04:39 WE LEARN AS WE GO FORWARD AS A VISION, I THINK WE'VE
10:04:42 LEARNED.
10:04:43 I THINK WITH YOU SAY -- WE WANT TO DO THINGS RIGHT.
10:04:46 I THINK WE ALL AGREE WITH THAT.
10:04:49 I DO THINK -- AND I DID TALK TO DAVID ABOUT THIS A LITTLE
10:04:52 BIT YESTERDAY -- THAT WE NEED, AS WE COME ALONG WITH THESE
10:04:55 MAJOR PROJECTS, WHICH WE'LL HAVE MORE, MAYBE NOT THREE MILES
10:05:00 LONG OR FOUR MILES LONG, BUT I'D LIKE TO HAVE A BETTER FEEL

10:05:05 UP FRONT AS TO THE BEST COST ESTIMATES WE WANT.
10:05:11 IT DOESN'T HAVE TO BE -- AND THIS PROJECT IS NOT GOING TO BE
10:05:14 QUITE AS FULL OF LANDSCAPING AS ESTERO PARKWAY.
10:05:18 IT'S GOING TO LOOK BEAUTIFUL AND ALL THAT.
10:05:20 IF WE CAN FIGURE OUT A MANAGEMENT TOOL TO HELP US UNDERSTAND
10:05:24 BEFORE WE UNDERSTAND $21 MILLION BILL, WE CAN WORK THROUGH
10:05:28 THAT, THAT WOULD BE GREAT.
10:05:29 WE DO HAVE COST PRICE INCREASES THAT HIT US ALONG THIS
10:05:35 PROJECT.
10:05:36 DAVID SAYS HOPEFULLY THAT FOR NOW, MAY BE FLAT OR MAYBE
10:05:41 SLIGHTLY LESS.
10:05:42 BUT COSTS ARE HEAVY DUTY.
10:05:45 FORTUNATELY, TAX REVENUES AND THE LIKE HAVE HELPED US OUT IN
10:05:48 THAT REGARD.
10:05:49 I'M GLAD TO SEE, IT SOUNDS LIKE WE'LL TAKE A VOTE ON THIS,
10:05:52 BUT IT SOUNDS LIKE OUR COUNCIL HAS GOTTEN BEHIND THIS AND
10:05:57 UNDERSTANDS.
10:05:58 I THINK WE HAVE ALL BEEN REACHED OUT BY SOME OF OUR CITIZENS
10:06:01 SAYING WE WANT THIS DONE THE RIGHT WAY.
10:06:04 SO I THINK WE'LL MOVE THAT FORWARD.
10:06:06 IF THERE ARE NO OTHER COMMENTS --
10:06:09 >>Jim Ward: JUST ONE FURTHER THOUGHT.
10:06:11 I FULLY SUPPORT WHAT THE OTHER COUNCIL PEOPLE HAVE SAID
10:06:14 REGARDING THE OPPORTUNITY TO DO IT RIGHT AND MAKE A
10:06:19 STATEMENT.

10:06:19 BUT I ALSO WANT TO RECOGNIZE THAT WHEN WE LOOKED AT THIS
10:06:23 INITIALLY, WE LOOKED AT IT FROM TWO PERSPECTIVES.
10:06:26 ONE, IT WAS SUPPOSED TO BE VALUE ENGINEERING.
10:06:29 TO ME, VALUE ENGINEERING, IN MANY RESPECTS, IS BASICALLY
10:06:33 DOING THE SAME FOR A LOWER COST.
10:06:36 THAT'S NOT WHAT WE ARE ACCOMPLISHING HERE.
10:06:38 WE ARE ACTUALLY TAKING SOMETHING AWAY.
10:06:40 BUT THE OTHER THING THAT WE LOOKED AT, WE WERE TRYING TO
10:06:43 PRIORITIZE WHAT'S IN OUR CAPITAL IMPROVEMENT PROGRAM, OUR
10:06:47 CIP.

10:06:47 AND WE WERE LOOKING AT THE DIFFERENT THINGS THAT WE HAVE ON
10:06:50 THE AGENDA WITHIN THAT CIP OVER THE NEXT FIVE TO TEN YEARS,
10:06:56 AND TRYING TO LOOK AT THE FUNDS THAT WE HAVE TO SPEND AND
10:06:59 WHERE IS THE BEST USE OF THOSE FUNDS.
10:07:02 SO THAT WAS THE OTHER OPPORTUNITY WE WERE LOOKING AT IN
10:07:04 TERMS OF CUTTING BACK ON THE COSTS.
10:07:06 IT WASN'T JUST SIMPLY REMOVING THE LANDSCAPING.
10:07:09 IT WAS JUST LOOKING AT THE OPPORTUNITY FOR US TO SPEND MONEY
10:07:14 IN THE BEST WAY POSSIBLE GOING FORWARD.
10:07:17 I JUST WANT TO RECOGNIZE THAT WAS PART OF OUR PRIORITY IN
10:07:21 DOING THIS.
10:07:23 BUT HAVING SAID THAT, I DO BELIEVE WE SHOULD CONTINUE WITH
10:07:26 THE PLAN AS IT IS PROPOSED -- WAS ORIGINALLY PROPOSED.
10:07:30 >>George Zalucki: MR. MAYOR, ONE MORE COMMENT, FOR THE
10:07:32 RECORD.

10:07:32 I THINK IT'S IMPORTANT FOR THE COMMUNITY TO ALSO UNDERSTAND
10:07:35 THAT LEE COUNTY IS CREDITING THE VILLAGE OF ESTERO $3
10:07:37 MILLION.
10:07:38 SO OUR INITIAL OUT OF POCKET WOULD ACTUALLY BE 18.5, NOT THE
10:07:43 21.5.
10:07:45 CAN YOU CONFIRM THAT, DAVID?
10:07:46 >>David Willems: YES.
10:07:47 >>George Zalucki: THAT LOWERS THE COST.
10:07:49 THE OTHER THING WAS THE GUARANTEED MAXIMUM PRICING.
10:07:52 IT MAY COME IN LESS.
10:07:53 THE CONTINGENCY FUND THAT WRIGHT CONSTRUCTION HAS BASICALLY
10:07:57 ESCROWED, IF YOU WILL, IS 1.4 MILLION.
10:08:01 WE MAY NOT EVEN GO OVER THE 1.4.
10:08:03 WE MIGHT NOT EVEN TAP INTO IT.
10:08:05 THERE IS ANOTHER SAVINGS.
10:08:06 THE 1.4 IS ROLLED INTO THE OVERALL COST RIGHT NOW, BUT WE
10:08:10 MAY NOT HIT IT.
10:08:11 SO I JUST WANTED TO PUT THAT ON RECORD THAT IT COULD BE
10:08:13 ACTUALLY LESS THAN WHAT WE'RE TALKING ABOUT.
10:08:15 THANK YOU.
10:08:16 >>Mayor McLain: I'M HOPING.
10:08:18 SO, NO OTHER COMMENTS FROM THE COUNCIL, DO WE HAVE ANY
10:08:22 PUBLIC TO SPEAK?
10:08:23 >>Carol Sacco: WE HAVE NO PUBLIC TO SPEAK, BUT WE DID HAVE
10:08:26 E-COMMENTS SENT OUT YESTERDAY.

10:08:28 >>Mayor McLain: THANK YOU.
10:08:29 WE RECEIVED THE E-COMMENTS.
10:08:30 I THINK ALL OF THEM WERE POSITIVE THAT WE MOVE FORWARD WITH
10:08:33 THIS.
10:08:33 I'M LOOKING FOR A MOTION.
10:08:38 >>George Zalucki: MR. MAYOR, POINT OF ORDER.

10:08:39 I DON'T THINK WE NEED TO MAKE A MOTION.
10:08:41 VILLAGE ATTORNEY --
10:08:42 >>Mayor McLain: WE CAN TABLE IT.
10:08:43 >>George Zalucki: TAKE NO ACTION, I BELIEVE.
10:08:45 >>David Willems: CORRECT.
10:08:46 >>Mayor McLain: DO WE NEED TO TAKE A VOTE ON THE NO ACTION?
10:08:48 NO.
10:08:49 IT'S TABLED THEN.
10:08:50 GOOD.
10:08:51 THANK YOU.
10:08:52 WHICH THAT SAYS WE'RE GOING FORWARD WITH THE PROJECT AS
10:08:54 DESIGNED.
10:08:55 NEXT ON THE AGENDA IS 6D, PAVEMENT STRIPING AND MARKETING
10:09:00 SERVICES.
10:09:01 STEVE, WOULD YOU PLEASE INTRODUCE THIS?
10:09:02 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:09:05 AS PART OF OUR RESPONSIBILITIES AS THE PROUD OWNER OF SOME
10:09:09 OF OUR STREETS, WE HAVE TO MAINTAIN THEM, AND THIS IS A
10:09:16 BIGGER EXPENSE COMING FORWARD FOR THE STRIPING OF THOSE

10:09:21 ROADS.
10:09:22 PERIODICALLY WE HAVE TO COME BACK AND FRESHEN UP THE
10:09:27 STRIPING FOR SAFETY PURPOSES AND JUST THE GENERAL
10:09:32 APPEARANCE.
10:09:33 AND THAT'S THE ITEM HERE BEFORE US.
10:09:35 WE BUNDLED ALL OF THE PROJECTS TOGETHER INTO ONE PACKAGE.
10:09:40 AND THE PROPOSED HERE IS TO APPROVE ONE CONTRACT IN THE
10:09:44 AMOUNT OF $577,194 WITH McSHEA CONTRACTING.
10:09:51 BY WAY OF BACKGROUND, THIS CAME TO ME ABOUT A MONTH AGO.
10:09:57 WE HAD ONE BID.
10:09:59 FRANKLY, THERE ARE VERY FEW FIRMS THAT DO THIS WORK.
10:10:02 BUT RATHER THAN BRING THAT ONE BID TO THE VILLAGE COUNCIL,
10:10:07 WE PULLED BACK AND THEN DID SOME MORE RESEARCH AS TO WHAT
10:10:12 ARE THE APPROPRIATE BIDS IN OTHER CITIES.
10:10:16 SO WE LOOKED AT -- THE STAFF LOOKED AT BONITA SPRINGS' BIDS,
10:10:24 THE COUNTY BIDS, AND THEN WE LOOKED AT THE LINEAR FEET FOR
10:10:28 SIMILAR TYPE OF WORK.
10:10:29 IT REALLY DOES APPEAR THAT THIS IS AN APPROPRIATE AMOUNT
10:10:36 GIVEN THE COSTS THAT HAVE BEEN INCURRED BY OTHER AGENCIES.
10:10:39 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:10:46 WE WANT TO KEEP OUR COMMUNITY AND OUR ROADS LOOKING FRESH.
10:10:51 THIS INCLUDES ALL OF THE SIDE STRIPES ON THE ROAD, THE
10:10:58 MIDDLE STRIPING, ALL OF THE BIKE LANE STRIPINGS, INCLUDING
10:11:02 THE GREEN STRIPINGS THAT WE HAVE ON ESTERO PARKWAY FOR THE
10:11:07 BIKE LANES, ANY TURN LANES, ANY CROSSWALKS AND SO FORTH.

10:11:12 SO THIS WILL, I THINK, BE A MAJOR VISUAL IMPROVEMENT AS WELL
10:11:19 AS A SAFETY IMPROVEMENT AS WELL.

10:11:21 >>Mayor McLain: THANK YOU, STEVE.
10:11:23 COMMENTS FROM COUNCIL?
10:11:23 LARRY.
10:11:26 >>Larry Fiesel: I HAVE A COUPLE.
10:11:28 ONE IS, AT WHAT POINT IN THE ROAD CONDITION DO WE DETERMINE
10:11:31 IT NEEDS TO BE REFRESHED?
10:11:32 THE REASON I ASK THAT IS IF YOU GO ACROSS ESTERO PARKWAY, IT
10:11:37 WAS JUST DONE FOUR YEARS AGO.
10:11:39 TO ME, IT LOOKS PRETTY FRESH, PRETTY NEW.
10:11:42 I WOULD QUESTION WHETHER THAT REALLY NEEDS TO BE REDONE.
10:11:45 THE OTHER QUESTION WE'RE GOING TO USE THE THERMAL PLASTIC.
10:11:50 DO THE ROADS THAT CURRENTLY HAVE THERMAL PLASTIC MARKINGS,
10:11:54 DOES THAT GET TAKEN UP AND THEN THE NEW PUT DOWN OR --
10:11:58 >>Steven Sarkozy: I'LL TURN IT OVER TO DAVID FOR THE SECOND
10:12:00 QUESTION.
10:12:00 ON THE FIRST QUESTION, IT'S SOMEWHAT ARBITRARY WHEN WE GO
10:12:04 OUT AND REFRESH.
10:12:07 WE HAVE SOME STRIPING THAT LOOKS A LITTLE MORE FADED THAN
10:12:10 OTHERS.
10:12:11 AND RATHER THAN DO THINGS IN PIECEMEAL APPROACH, WE DECIDED
10:12:15 JUST TO PUT EVERYTHING FORWARD.
10:12:17 >>Larry Fiesel: JUST DO IT ALL AT ONE TIME.
10:12:19 OKAY.

10:12:19 >>David Willems: I THINK TO BUILD ON THAT A LITTLE BIT, IT
10:12:22 IS KIND OF A RESET A LITTLE BIT.
10:12:23 WE HAVEN'T DONE A WHOLE LOT OF PAVEMENT MARKINGS YET AS A
10:12:27 VILLAGE, BUT NOW IS A GOOD TIME.
10:12:29 IT COINCIDES WITH WE'RE WORKING ON GETTING A GIS SOFTWARE
10:12:33 THAT'S GOING TO HELP US KIND OF MONITOR THE PAVEMENT SURFACE
10:12:38 AND HOW THE SIGNS LOOK AND THE PAVEMENT MARKINGS GOING
10:12:42 FORWARD.
10:12:43 SO WE'LL HAVE EVERYTHING RESET AND THEN BE ABLE TO MONITOR
10:12:46 IT.
10:12:46 WE'LL HAVE A CONSULTANT THAT EVERY THREE OR FOUR YEARS CAN
10:12:48 GO OUT THERE AND THEY ACTUALLY VIDEO THE STREET AND THEN WE
10:12:52 CAN COMPARE TO SEE HOW IT CHANGED FROM THE YEAR BEFORE AND
10:12:55 THEN THAT WILL HELP US JUSTIFY THAT IN THE YEARS TO COME.
10:12:59 WE DON'T HAVE THAT YET.
10:13:00 SO WE'RE DOING THEM ALL RIGHT NOW.
10:13:02 AS FAR AS THE THERMOPLASTIC, YES, THAT'S GENERALLY WHAT IS
10:13:05 ON A ROADWAY.
10:13:06 THAT'S WHAT MAKES THAT PAINT STAY A LOT LONGER THAN WHAT YOU
10:13:09 SEE IN A LOT OF THE GATED COMMUNITIES OR EVEN IN PARKING
10:13:12 LOTS.
10:13:12 I THINK IF YOU GO TO A LOT OF THE PARKING LOTS, YOU'LL SEE
10:13:15 IN A YEAR OR TWO THE PAINT SEEMS TO JUST GO AWAY.
10:13:18 THAT'S BECAUSE THEY ARE JUST PAINTING ASPHALT.

10:13:20 THEY ARE NOT PUTTING THE THERMOPLASTIC DOWN.

10:13:23 SO IN AREAS WHERE IT'S MISSING THE THERMO, BECAUSE IT DOES
10:13:29 WEAR AWAY EVENTUALLY, WE'LL REPLACE IT AND PAINT IT.
10:13:32 THAT'S WHY THAT IS IN THERE.
10:13:33 IN SOME AREAS, THE THERMOPLASTIC IS FINE AND THEY'LL JUST
10:13:36 HAVE TO PAINT IT.
10:13:37 >>Mayor McLain: SO WHEN YOU REPAIR THAT, THE EDGES, LOOKING
10:13:40 AT THE BIKE LANES SPECIFICALLY, THERE ARE TWO OR THREE
10:13:45 INCHES SOMETIMES THAT ARE MISSING.
10:13:46 THEY HAVE TO RIP THE WHOLE THING OUT OR CAN THEY JUST PATCH
10:13:49 THAT ONE?
10:13:51 >>David Willems: THEY CAN PATCH, YES.
10:13:53 THEY DON'T HAVE TO RIP THE WHOLE THING OUT IN ALL CASES.
10:13:55 >>Mayor McLain: GOOD.
10:13:56 ANY OTHER QUESTIONS?
10:13:57 >>Vice-Mayor Ribble: DAVID, WILL McSHEA REALIZE THAT --
10:14:02 I'M TALKING ABOUT COCONUT POINTE.
10:14:04 THE THREE SUBDIVISIONS THAT NEED THE CROSSWALKS TO GET OVER
10:14:07 TO THE SIDEWALK ON THE OPPOSITE SIDE OF THE STREET, THERE
10:14:10 ARE NO CROSSWALKS THERE NOW.
10:14:14 I DON'T BELIEVE.
10:14:15 WILL McSHEA REALIZE THAT -- CAN THEY BE ADDED?
10:14:19 THEY'LL LOOK AT WHAT'S THERE AND REDO OR REPLACE, BUT
10:14:25 THERE'S NOTHING THERE NOW.
10:14:25 >>David Willems: THERE'S NOTHING THAT IS GOING TO BE ADDED.
10:14:28 MATCH WHAT IS THERE RIGHT NOW.

10:14:33 >>Vice-Mayor Ribble: THERE WILL BE NO CROSSWALKS.
10:14:35 >>David Willems: NOTHING WILL BE ADDED.
10:14:37 IF THERE ARE CROSSWALKS THERE AT DIFFERENT INTERSECTIONS,
10:14:39 STOP SIGNS, THINGS LIKE THAT, THOSE WILL BE REFRESHED WITH
10:14:42 THE REST OF IT.
10:14:43 THERE ARE SOME AREAS AROUND SOME OF THE ROUNDABOUTS THAT THE
10:14:47 PAVEMENT WAS GONE THAT HAS BEEN REFRESHED IN THE LAST COUPLE
10:14:50 OF YEARS.
10:14:50 THOSE WON'T BE REFRESHED AGAIN, BUT AREAS THAT NEED TO BE
10:14:54 WILL.
10:14:55 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?
10:14:56 IF NOT, DO WE HAVE ANY PUBLIC COMMENTS?
10:14:58 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
10:15:01 >>Mayor McLain: I'LL NOW ENTERTAIN A MOTION TO -- ON THIS.
10:15:04 >>Rafael Lopez: SO MOVED.
10:15:05 >>Mayor McLain: COUNCILMAN LOPEZ HAS MADE THE MOTION,
10:15:07 SECONDED BY COUNCILMAN WARD.
10:15:09 MADAM CLERK, PLEASE CALL THE ROLL.
10:15:13 >>George Zalucki: AYE.
10:15:15 >>Jim Ward: AYE.

10:15:16 >>Rafael Lopez: AYE.
10:15:19 >>Lori Fayhee: AYE.
10:15:19 >>Larry Fiesel: AYE.
10:15:21 >>Vice-Mayor Ribble: AYE.
10:15:22 >>Mayor McLain: AYE.

10:15:23 THE NEXT ITEM ON THE AGENDA IS 6E, RFP 100724, GRANT
10:15:30 MANAGEMENT SERVICES.
10:15:32 STEVE, PLEASE INTRODUCE THIS ITEM.
10:15:34 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:15:36 AS YOU KNOW, WE'VE BEEN VERY FORTUNATE TO SECURE A NUMBER OF
10:15:41 GRANTS FOR THE BENEFIT OF THE COMMUNITY RELATED TO THE
10:15:46 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER RECOVERY
10:15:51 EFFORT.
10:15:51 THAT IS THE CDBG-DR PROGRAM.
10:15:55 WE ALSO HAVE OTHER GRANTS THAT ARE COMING THROUGH THE STATE
10:15:57 AND SO FORTH THAT ARE TO THE BENEFIT OF THE VILLAGE.
10:16:01 BUT IN PARTICULAR, THE FEDERAL GRANTS FOR THE COMMUNITY
10:16:05 DEVELOPMENT BLOCK GRANT PROGRAM ARE VERY COMPLICATED AND
10:16:09 REQUIRE CERTAIN STEPS TO SECURE THE GRANT AND THEN AN
10:16:19 EXTENSIVE, ONGOING EFFORT TO MONITOR THE GRANTS ALL THE WAY
10:16:24 THROUGH DELIVERY AS WELL AS CLOSING OUT THE GRANTS AT SOME
10:16:30 POINT WHEN THE WORK IS DONE.
10:16:32 THAT HAS BECOME QUITE A SPECIALTY.
10:16:36 IF WE HAD ALL OF THE STAFF THAT YOU CAN IMAGINE, THIS WOULD
10:16:41 BE AN AREA OF EXPERTISE THAT TYPICALLY YOU WOULD NOT HAVE
10:16:46 INTERNALLY.
10:16:47 TO ADDRESS THE CONCERN AND MAKE SURE THAT WE STAY IN
10:16:52 COMPLIANCE WITH THE FEDERAL AGENCY REQUIREMENTS, WE'VE GONE
10:16:57 OUT AND SOLICITED FOR GRANT SERVICES AND RECEIVED THREE BIDS
10:17:03 FROM THREE FIRMS THAT WERE EVALUATED BY STAFF.

10:17:08 TWO OF THE FIRMS ARE RATED HIGHLY AND COME TO YOU WITH A
10:17:14 RECOMMENDATION THAT WE MOVE TO THE NEXT STEP WITH THOSE
10:17:17 FIRMS AND SECURE PROPOSALS.
10:17:21 THAT'S HAGERTY SERVICES, WHICH IS BASED UP IN EVANSTON,
10:17:26 ILLINOIS, AND KIMLEY-HORN, WHO HAVE OFFICES AROUND THE
10:17:32 COUNTRY, CLOSEST I BELIEVE IS THE SARASOTA OFFICE.
10:17:35 MOST OF THESE SERVICES ARE AVAILABLE REMOTELY.
10:17:41 SO IN THE CASE WHERE WE'RE USING HAGERTY, CURRENTLY WE HAVE
10:17:48 ZOOM OR TEAMS MEETINGS WITH THE REPRESENTATIVES ON A WEEKLY
10:17:52 BASIS TO MONITOR THE GRANTS.
10:17:53 BUT WHAT WE'RE PROPOSING HERE IS THAT WE NEGOTIATE FINAL
10:17:58 CONTRACTS WITH BOTH AND BRING THOSE BACK TO THE VILLAGE
10:18:01 COUNCIL FOR APPROVAL.
10:18:02 WHETHER WE GO WITH ONE OR BOTH REMAINS YET TO BE SEEN, BUT
10:18:09 WE MAY NEED BOTH, GIVEN THE COMPLEXITY OF WHAT'S GOING ON.
10:18:15 AND DIFFERENT -- WE WOULD ONLY USE ONE FIRM FOR EACH OF THE

10:18:20 GRANTS, SO WE WOULD NOT DOUBLE UP WITH CONSULTING SERVICES
10:18:25 ON A PARTICULAR GRANT.
10:18:27 >>Mayor McLain: SO YOU'RE SAYING OTHER GRANTS, YOU MAY SPLIT
10:18:30 IT.
10:18:31 THAT'S WHY YOU KEPT BOTH ON THE AGENDA FOR TODAY.
10:18:34 COMMENTS FROM COUNCIL?
10:18:35 NO COMMENTS.
10:18:37 DO WE HAVE ANY PUBLIC COMMENTS?
10:18:38 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.

10:18:40 >>Mayor McLain: GOOD.
10:18:41 I NEED A MOTION TO APPROVE THIS MOTION.
10:18:47 COUNCILMAN ZALUCKI HAS MADE THE MOTION.
10:18:49 SECONDED BY COUNCILMAN WARD.
10:18:50 MADAM CLERK, PLEASE CALL THE ROLL.
10:18:55 >>Larry Fiesel: AYE.
10:18:57 >>Lori Fayhee: AYE.
10:18:58 >>Rafael Lopez: AYE.
10:18:59 >>Jim Ward: AYE.
10:19:01 >>George Zalucki: AYE.
10:19:02 >>Vice-Mayor Ribble: AYE.
10:19:03 >>Mayor McLain: AYE.
10:19:04 NEXT ON THE AGENDA IS ITEM 6F, LEE COUNTY MAINTENANCE
10:19:11 FACILITY ARCHITECT SERVICES.
10:19:13 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:19:15 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:19:18 AS YOU WILL RECALL, WE'VE ASSEMBLED A HUNDRED ACRES
10:19:24 IMMEDIATELY WEST OF THE ESTERO HIGH SCHOOL FOR THE PURPOSES
10:19:29 OF CONSTRUCTING OUR SPORTS ENTERTAINMENT FACILITY.
10:19:34 AND THE SPORTS ENTERTAINMENT FACILITY IS INTENDED TO BE A
10:19:39 MULTIGENERATIONAL ACTIVITY CENTER WITH BOTH INDOOR AND
10:19:44 OUTDOOR FACILITIES FOR ACTIVE SPORTS AS WELL AS WALKING
10:19:49 TRAILS.
10:19:50 AS PART OF THE ASSEMBLAGE, WE HAD 55 ACRES ON A 99-YEAR
10:19:57 LEASE FROM THE LEE COUNTY PUBLIC SCHOOLS.

10:20:04 THAT 99-YEAR LEASE IS FOR $10 A YEAR FOR THE 55 ACRES.
10:20:08 WE PURCHASED ABOUT 20 ACRES FOR A LITTLE OVER $5 MILLION,
10:20:14 AND WE OWN THAT 20 ACRES FEE TITLE.
10:20:20 ON THAT PROPERTY THAT WE'RE CONSTRUCTING IN PARTNERSHIP
10:20:23 PRIVATE DEVELOPERS COMING IN AND DOING LIKE THE HIGH 5 AND
10:20:29 OTHER PRIVATE ACTIVITIES THAT WILL COMPLEMENT THE SPORTS
10:20:35 FACILITIES THAT WE WILL BUILD.
10:20:37 THE LAST REMAINING PIECE WAS THE 25 ACRES THAT WE PURCHASED
10:20:40 FROM LEE COUNTY.
10:20:43 THE 25 ACRES WE PURCHASED FOR $700,000, WHICH IS OBVIOUSLY
10:20:49 WELL BELOW MARKET RATE.
10:20:52 BUT IT WAS A CRITICAL PIECE TO BUILD OUT THE SPORTS PARK.

10:20:58 THE ROAD THAT WAS PART OF THE MASTER PLAN THAT YOU'VE
10:21:03 ALREADY LOOKED AT GOES THROUGH THE ENTIRE SITE AND GOES
10:21:10 RIGHT THROUGH THE EXISTING MAINTENANCE FACILITY THAT YOU SEE
10:21:14 OFF OF VIA COCONUT.
10:21:16 THE MAINTENANCE FACILITY IS USED BY LEE COUNTY FOR THE
10:21:19 MAINTENANCE OF ALL OF THEIR PROPERTY, IN PARTICULAR THE
10:21:23 ESTERO COMMUNITY CENTER, WHICH REMAINS OWNED BY LEE COUNTY.
10:21:28 SO, CLEARLY, TO BUILD THAT ROAD, WE NEED TO MOVE THE
10:21:33 MAINTENANCE FACILITY.
10:21:35 IT'S NOT A BIG STRUCTURE.
10:21:38 IT'S KIND OF GOT SOME SPECIALTY USES IN THERE, BUT AS PART
10:21:42 OF THE PURCHASE, OUR OBLIGATION IS TO MOVE THAT MAINTENANCE
10:21:47 FACILITY ONTO THE PROPERTY THAT THE COUNTY RETAINS.

10:21:53 SO IF YOU'LL RECALL, THERE IS A HILL OUT THERE AT THE BASE
10:21:57 OF THE HILL ON THE SOUTH SIDE OFF OF WHAT IS OUR PROPERTY,
10:22:02 WE WOULD HAVE TO RECONSTRUCT A MAINTENANCE FACILITY.
10:22:07 SO WE'RE MOVING IT FROM THE GOLD AREA TO THE BLUE AREA.
10:22:12 TO DO THAT, WE PROPOSE HERE ARCHITECTURAL AND ENGINEERING
10:22:18 SERVICES OF JUST UNDER $160,000.
10:22:25 THEN WE'LL COME BACK WITH A CONSTRUCTION CONTRACT TO DO THE
10:22:30 WORK, BUT WE'RE TRYING TO DO THIS AS QUICKLY AS POSSIBLE SO
10:22:34 THAT WE CAN PLAN FOR AND CONSTRUCT THE ROAD GOING THROUGH
10:22:40 HERE IN ACCORDANCE WITH THE TIGHT CALENDAR THAT WE HAVE FOR
10:22:46 THE BUILD-OUT OF THIS FACILITY.
10:22:48 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:22:53 THE CONTRACT IS IN THE AMOUNT OF $154,425 TO GO TO GMA
10:23:02 ARCHITECTS FOR ARCHITECTURAL SERVICES FOR THIS FACILITY.
10:23:07 >>Mayor McLain: THANK YOU, STEVE.
10:23:08 ANY QUESTIONS FROM COUNCIL?
10:23:12 >>Larry Fiesel: STEVE, A COUPLE OF QUESTIONS.
10:23:14 ONE IS WE'RE MOVING THIS TO LAND THAT'S OWNED BY LEE COUNTY
10:23:17 IN THE PARK AREA, OUTLINED IN BLUE HERE.
10:23:21 ARE THERE ANY ISSUES -- I MEAN, WE GOT PERMISSION FROM THEM
10:23:24 TO BE ABLE TO DO THAT?
10:23:26 WE HAVE.
10:23:27 >>Steven Sarkozy: YES, AS PART OF THE NEGOTIATIONS, DAVE
10:23:30 HARNER AND I KIND OF POINTED TO THIS LOCATION.
10:23:35 BECAUSE IT'S BEHIND THE HILL, IT WOULD BE SHIELDED FROM THE

10:23:41 MAIN ACTIVITY AT THE ESTERO COMMUNITY PARK.
10:23:48 AND BEING JUST OFF OF OUR PROPERTY ON THE NORTH-HAND SIDE,
10:23:52 IF YOU'LL RECALL, THE MASTER PLAN, THIS IS JUST NORTH OF ONE
10:23:57 OF OUR SOCCER FIELDS.
10:23:58 AND WE'D BE ABLE TO SCREEN IT ADEQUATELY SO THAT IT WILL BE
10:24:01 KIND OF TUCKED IN THE BACK AS FAR AS POSSIBLE.
10:24:04 >>Larry Fiesel: SECOND QUESTION, IS OUR INTENT TO DESIGN A
10:24:08 BUILDING SIMILAR TO THE ONE THAT'S THERE NOW, WHICH IS A

10:24:10 RECTANGULAR BLOCK BUILDING?
10:24:12 >>Steven Sarkozy: PRETTY SIMPLE, YES.
10:24:15 >>Larry Fiesel: STRAIGHTFORWARD.
10:24:16 >>Steven Sarkozy: YES.
10:24:17 >>Mayor McLain: ANY OTHER QUESTIONS?
10:24:20 >>George Zalucki: THANK YOU, MAYOR.
10:24:21 LARRY, ON THAT NOTE, IT SEEMS LIKE A PRETTY SIMPLE BUILDING,
10:24:25 THE CURRENT BUILDING, IF WE'RE GOING TO REPLACE IN-KIND.
10:24:28 IT STRUCK ME THAT IT SEEMED LIKE THE ARCHITECTURAL COST TO
10:24:31 ME ANYWAY SEEMS A LITTLE BIT HIGH TO CONSTRUCT A BLOCK
10:24:34 BUILDING THAT'S USED FOR GENERAL MAINTENANCE.
10:24:37 THERE'S NO FLUFF TO IT.
10:24:39 IT'S JUST BASICALLY A MAINTENANCE BUILDING.
10:24:41 MY QUESTION IS, WHAT KIND OF INFLUENCE DOES LEE COUNTY WANT
10:24:44 TO HAVE OVER THE DESIGN OF THIS BUILDING?
10:24:47 I WOULD JUST SAY THAT, YOU KNOW, I THINK WE WOULD WANT TO
10:24:50 SUPPORT HAVING AN IN-KIND BUILDING.

10:24:52 MY QUESTION WOULD THEN BE IS THE COST OF THE DESIGN, IS THAT
10:24:57 IN LINE WITH WHAT WE'RE LOOKING TO CONSTRUCT?
10:25:00 IT SEEMS HIGH, BUT THAT'S JUST MY IMPRESSION.
10:25:06 >> YES.
10:25:07 >>Mayor McLain: ANY COMMENTS ON THAT, DAVID, THAT YOU CAN --
10:25:12 >>Steven Sarkozy: I'LL LET YOU HANDLE THE TOUGH ONES.
10:25:14 >>David Willems: I WOULD SAY THAT PRETTY MUCH EVERYTHING
10:25:16 THAT WE DO THE COST SEEMS HIGH RECENTLY.
10:25:19 EVERYTHING IS LIKE THAT, BUT IT'S NOT JUST DESIGN OF THE
10:25:22 BUILDING.
10:25:23 IT'S DESIGN OF THE BUILDING FROM THE ARCHITECTURAL
10:25:26 STANDPOINT.
10:25:26 IT INCLUDES ALL THE MEP STRUCTURAL.
10:25:29 IT INCLUDES THE CIVIL.
10:25:30 IT INCLUDES ALL THE DESIGN AND PERMITTING THAT WOULD BE
10:25:32 REQUIRED.
10:25:33 AND IT DOES INCLUDE, WE HAD THEM INCLUDE IN THEIR SCOPE
10:25:38 COORDINATION BOTH WITH THE COUNTY AND THEN VILLAGE STAFF AND
10:25:43 VILLAGE COUNCIL TO MAKE SURE THAT AN IN-KIND BUILDING IS THE
10:25:47 RIGHT ANSWER THERE.
10:25:48 SO SOME OF THE THOUGHTS THAT WE'VE HAD IS DO WE REALLY WANT
10:25:53 TO DO THAT EXACT BUILDING OR IS THERE A REASON TO DO
10:25:56 SOMETHING A LITTLE BIT DIFFERENT THAT IS A LITTLE BETTER, SO
10:26:00 THERE IS SOME OF THAT IN THERE AS WELL.
10:26:01 WE THINK IT WILL BE AN IN-KIND BUILDING BUT WE LEFT SOME

10:26:05 ROOM IN THERE TO LOOK AT IS THAT REALLY WHAT MAKES SENSE.
10:26:08 >>George Zalucki: THANK YOU, DAVID.
10:26:10 MAYOR, I WOULD SAY ON THAT COMMENT, I THINK THAT IF THE
10:26:12 VILLAGE IS PAYING FOR THE BUILDING -- AND I SUPPORT US DOING

10:26:15 THAT, RELOCATING IT, THAT'S NOT THE ISSUE -- IT'S IF IT
10:26:19 STARTS TO GET OUT OF THE SCOPE OF IN-KIND BASED ON COUNTY
10:26:23 INFLUENCE, I'M NOT SAYING IT IS NEGATIVE INFLUENCE.
10:26:25 MAYBE THEY WANT A BETTER BUILDING.
10:26:26 I UNDERSTAND THAT.
10:26:27 BUT WE'LL HAVE TO PAY FOR IT.
10:26:28 I'M JUST WONDERING IF THERE ARE ANY NEGOTIATIONS OR
10:26:31 DISCUSSIONS WITH THEM.
10:26:31 IF THEY WANT A BETTER, BIGGER BUILDING, MAYBE THEY CHIP IN
10:26:35 THE DELTA OR THE DIFFERENCE.
10:26:36 >>David Willems: I CAN TELL IN THE PRELIMINARY DISCUSSIONS
10:26:39 WITH THE COUNTY THAT WILL NOT BE LIKELY COMING FROM THEM.
10:26:43 TALKING TO THE COUNTY WAS, WE ARE HAPPY WITH THE BUILDING
10:26:45 THE WAY IT IS.
10:26:46 IF YOU DO EXACTLY THAT HERE, WE'RE NOT GOING TO HAVE ANY
10:26:49 QUESTIONS.
10:26:50 I THINK REALLY THE ABILITY TO LOOK AT IT A LITTLE BIT
10:26:53 DIFFERENTLY WAS COMING FROM THE VILLAGE IN FIVE YEARS, TEN
10:26:59 YEARS, THE VILLAGE MAY OWN THAT PARK AND DO WE REALLY WANT
10:27:03 TO BUILD A STRUCTURE RIGHT NOW THAT DOESN'T MEET OUR NEEDS
10:27:06 IN THE FUTURE.

10:27:07 IS THERE A WAY TO MAKE IT POTENTIALLY MEET THOSE NEEDS?
10:27:10 IT JUST PROVIDES A LITTLE BIT OF FLEXIBILITY.
10:27:13 BUT I THINK IT WILL ALL COME FROM THE VILLAGE, NOT THE
10:27:15 COUNTY.
10:27:16 WE WOULD PUSH BACK IF THE COUNTY STARTED PUSHING ON THINGS
10:27:19 THAT WOULD COST MORE MONEY, YES.
10:27:20 >>George Zalucki: SO THE DESIGN IS GOING TO COME BACK TO US
10:27:23 FOR APPROVAL.
10:27:24 >>David Willems: YES, OH, OF COURSE, ABSOLUTELY.
10:27:26 THEY WILL BE COMING, PROGRESS -- WHEN WE FIRST COME UP WITH
10:27:31 THE CONCEPT, THAT WILL COME BACK.
10:27:33 WHEN WE'RE PROBABLY DONE WITH PERMITTING, IT WILL COME BACK.
10:27:35 WHEN WE WANT TO BID THE PROJECT, YOU'LL HAVE TWO OR THREE
10:27:38 TIMES TO LOOK AT IT AND PROVIDE INPUT.
10:27:41 >>George Zalucki: OKAY.
10:27:42 THANK YOU.
10:27:42 >>Mayor McLain: IF THE COUNTY DOES CHANGE THEIR MIND AND
10:27:45 SAY, HEY, WE WANT TO CHANGE SOMETHING INSIDE THAT'S GOING TO
10:27:49 BE AN ADDED COST, I WOULD THINK WE HANDLE THAT SIMILAR TO
10:27:54 CORKSCREW.
10:27:55 THERE IS A BASE PRICE OF WHICH WE'RE LOOKING AT NOW.
10:27:57 IF YOU WANT TO ADD SPECIAL LIGHTING OR SHELVING OR WHATEVER
10:28:03 ELSE, WE HAVE THEM PAY FOR IT.
10:28:05 >>Robert Eschenfelder: YEAH, WE WOULD HANDLE THAT.
10:28:08 WE WOULD HANDLE THAT.

10:28:09 DO AN INTERLOCAL AGREEMENT AND THEY WOULD AGREE TO CHIP IN
10:28:12 THE DELTA ON THE FUNDING OVER AND ABOVE THE BASE THAT WE'RE
10:28:15 BUILDING.
10:28:17 >>Mayor McLain: ANY OTHER QUESTIONS OR COMMENTS?
10:28:19 >>Vice-Mayor Ribble: STEVE, BECAUSE OF THE TIMELINE WE HAVE
10:28:21 PUTTING IN THAT ROAD, ARE WE GOING TO PROCEED WITH
10:28:23 DEMOLISHING THIS EXISTING BUILDING RATHER QUICKLY?
10:28:26 I ASSUME THERE WILL BE A CONTRACT COMING TO US FOR THE
10:28:30 DEMOLITION?
10:28:32 >>Steven Sarkozy: ACTUALLY, WE CAN'T.
10:28:34 THEY NEED TO HAVE THE BUILDING TO MAINTAIN THE FACILITY AND
10:28:36 WE NEED TO PUNCH THE ROAD THROUGH THERE AS SOON AS POSSIBLE.
10:28:39 >>Vice-Mayor Ribble: I UNDERSTAND.
10:28:40 HOW DO WE WORK AROUND THAT EXISTING BUILDING?
10:28:42 >>Steven Sarkozy: HAVE TO MOVE FAST.
10:28:45 >>David Willems: THAT'S WHAT THIS CONTRACT IS FOR IS BECAUSE
10:28:48 THE CRITICAL PATH ITEM IS DESIGNING, PERMITTING, AND
10:28:52 BUILDING A NEW MAINTENANCE FACILITY.
10:28:54 NOTHING ELSE CAN HAPPEN UNTIL THAT OCCURS.
10:28:58 >>Vice-Mayor Ribble: THAT WILL SET US BACK WITH PUTTING THE
10:29:02 ROAD IN.
10:29:04 >>David Willems: WELL, THE NEXT ITEM ON THE AGENDA IS TO
10:29:06 HIRE A CONTRACTOR TO HELP US THROUGH THE PROCESS.
10:29:09 >>Mayor McLain: THERE ARE A COUPLE OF THINGS I BROUGHT UP
10:29:11 YESTERDAY WITH STEVE AND DAVID.

10:29:13 ONE, WE HAVEN'T COMPLETED THE SALE YET, THE $700,000.
10:29:17 THAT'S VERY LIKELY THAT IT'S GOING TO GO FORWARD.
10:29:23 IT'S NOT A DONE DEAL YET.
10:29:25 HERE WE ARE EXPENDING SOME FUNDS WHICH WILL HELP US EXPEDITE
10:29:29 THE HIGH 5 AND THE ENTRYWAY GOING IN THERE.
10:29:32 SO WE'RE MAKING UP FRONT, SAYING, HEY, IN GOOD FAITH WE'LL
10:29:36 CLOSE THE $700,000 SITUATION AND MOVE THIS THING FORWARD.
10:29:41 I THINK THAT'S GOOD.
10:29:42 I HAD A QUESTION, LOOKING AT YOUR BLUE DOT, THE BLUE SQUARE
10:29:47 WHERE YOU WILL LOCATE IT, ONE, WHERE IS THE ENTRANCE AND
10:29:50 EXIT GOING TO BE TO ACCESS THAT BUILDING IN THE FUTURE?
10:29:54 DO YOU KNOW WHERE THAT IS GOING TO BE?
10:29:56 >>David Willems: THERE IS A DIRT ROAD THERE RIGHT NOW THAT
10:29:59 YOU CAN SEE, THE WHITE LINE.
10:30:00 IT IS A DIRT ROAD.
10:30:01 >>Mayor McLain: NEXT TO THE GREEN?
10:30:03 >>David Willems: CORRECT.
10:30:04 THEY USE THAT REGULARLY TO ACCESS THE MAINTENANCE FACILITY
10:30:06 AND OTHER PARTS OF THE PARK.
10:30:08 I DON'T KNOW IF THE VILLAGE WOULD ALLOW IT, BUT THAT IS
10:30:12 ADJACENT TO A SOCCER FIELD AND A PARKING LOT.
10:30:15 THEY PROBABLY, IF THE VILLAGE WANTED TO, COULD ALLOW THEM TO

10:30:18 HAVE ACCESS THROUGH THERE IF THEY NEEDED TO FOR SOME REASON
10:30:23 ONCE OUR PROJECT IS FINISHED.
10:30:24 >>Mayor McLain: WHAT IS THE ROAD TO THE NORTH OF THE BLUE

10:30:26 BOX?
10:30:26 IS THAT PAVED?
10:30:27 >>David Willems: DIRT ROAD.
10:30:28 STABILIZED LIKE ROCK.
10:30:31 >>Mayor McLain: THEY CAN ACCESS IT THERE.
10:30:33 THAT HASN'T BEEN DETERMINED QUITE YET.
10:30:36 >>David Willems: NO, WE DON'T HAVE THE DETAILS YET.
10:30:37 >>Mayor McLain: THE FOLIAGE AREA, IS THAT WHERE WE'LL HAVE
10:30:41 FUTURE PARKING THAT WOULD ABUT THE --
10:30:45 >>David Willems: PARKING AND THE SOCCER FIELDS, YES.
10:30:47 >>Mayor McLain: THAT WOULD BE VISIBLE FROM OUR NEW SPORTS
10:30:51 PARK THAT WE'VE GOT IN THERE.
10:30:52 THE FACADE OUTSIDE, WE MAY WANT TO LOOK --
10:30:56 >>David Willems: IF YOU LOOK AT THE MOST RECENT MASTER PLAN
10:30:59 FROM PEREZ, THEY ACTUALLY SHOW THE -- WHEREVER THE
10:31:03 MAINTENANCE, THEIR CONCEPT OF WHERE THE MAINTENANCE FACILITY
10:31:06 WOULD BE IS DIRECTLY SOUTH OF THAT BLUE SQUARE.
10:31:09 SO THIS WOULD ACTUALLY RESULT IN THE MAINTENANCE FACILITIES
10:31:13 BEING IN ONE PLACE, WHICH WOULD ALLOW US TO BUFFER THEM A
10:31:16 LITTLE BIT EASIER THAN IF WE HAD THEM IN TWO OR THREE
10:31:19 DIFFERENT PLACES.
10:31:19 >>Mayor McLain: THANK YOU.
10:31:20 ANY OTHER QUESTIONS FROM COUNCIL?
10:31:21 IF NOT, DO WE HAVE ANY PUBLIC COMMENTS?
10:31:24 >>Carol Sacco: YES, MAYOR.

10:31:25 WE HAVE ONE PUBLIC COMMENT.
10:31:31 >>Lori Fayhee: DID YOU HAVE WE HAVE PUBLIC?
10:31:33 >>Carol Sacco: YES.
10:31:34 WE HAVE ONE PUBLIC COMMENT.
10:31:35 MR. ADAMS, FROM 21680 RED --
10:31:42 >>Mayor McLain: ALMOST BUZZED BY YOU THERE.
10:31:44 >> THANK YOU, COUNCIL.
10:31:44 AS A RESIDENT OF ESTERO PALMS, WE'RE VERY EXCITED ABOUT, ME
10:31:50 AND MY WIFE OF WHAT YOU GUYS WILL DO WITH ALL THIS LAND.
10:31:53 HAVING YOUNG KIDS, ONLY CONCERN OR QUESTION ABOUT THE NOT
10:31:58 ONLY PLACEMENT OF THE PROPOSED LEE COUNTY FACILITY, BUT AS
10:32:03 WE DISCUSSED WHAT IT'S GOING TO LOOK LIKE AND THE FENCE
10:32:06 AROUND IT, THE HILL IS A VERY BIG ASPECT OF THE PARK, AND I
10:32:12 THINK IT DRAWS A LOT OF FAMILIES AND YOUNG PEOPLE BECAUSE IT
10:32:15 IS A UNIQUE STRUCTURE FOR FLORIDA GETTING 20, 30 FEET OFF
10:32:20 THE GROUND.
10:32:20 JUST AS WE HAVE MORE DISCUSSIONS AROUND IT, PEOPLE WATCHING
10:32:24 SUNSETS, I DON'T WANT THE BUILDING TO BE SOME SORT OF AN

10:32:30 EYESORE FOR PEOPLE SPENDING TIME ON THAT HILL, AS WELL AS
10:32:34 THE -- I'M NOT SURE WHAT THE TRAFFIC PATTERNS WILL BE FOR
10:32:42 UTILITY TRUCKS OR WORK TRUCKS GOING TO THAT WORK PARK,
10:32:46 OBVIOUSLY NOW WE DON'T SEE THEM BECAUSE THEY HAVE ACCESS
10:32:49 FROM VIA COCONUT ROAD.
10:32:51 BUT IF THEY WERE TO COME FROM THE NORTH SIDE THROUGH THE
10:32:54 PARKING LOT, THEN THAT'S GOING TO JUST BE A LOT OF TRAFFIC

10:32:58 FOR VEHICLES, YOU KNOW, THAT THERE ARE FAMILIES WALKING,
10:33:02 PEOPLE WALKING THEIR DOG, THINGS LIKE THAT.
10:33:04 JUST THOUGHTS AND CONCERNS AS WE'RE A RESIDENT OF ESTERO.
10:33:07 >>Mayor McLain: THANK YOU.
10:33:08 WE HAVE PUBLIC COMMENTS.
10:33:14 I'LL ENTERTAIN A MOTION TO APPROVE THIS.
10:33:17 ANY MOTIONS?
10:33:18 COUNCILMAN FIESEL HAS MADE THE MOTION.
10:33:21 SECONDED BY COUNCILPERSON FAYHEE.
10:33:24 MADAM CLERK, PLEASE CALL THE ROLL.
10:33:26 >>George Zalucki: AYE.
10:33:27 >>Jim Ward: AYE.
10:33:28 >>Rafael Lopez: AYE.
10:33:31 >>Lori Fayhee: AYE.
10:33:31 >>Larry Fiesel: AYE.
10:33:33 >>Vice-Mayor Ribble: AYE.
10:33:34 >>Mayor McLain: AYE.
10:33:34 NEXT ON THE AGENDA IS 6G, LEE COUNTY MAINTENANCE.
10:33:40 GO AHEAD.
10:33:40 DID YOU SAY SOMETHING?
10:33:42 NO?
10:33:42 NEXT ON THE AGENDA IS 6G, LEE COUNTY MAINTENANCE FACILITY
10:33:45 CONSTRUCTION MANAGER AT RISK.
10:33:47 STEVE, INTRODUCE.
10:33:49 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

10:33:52 DAVID MENTIONED THIS ITEM, AGAIN, BECAUSE IT'S A CRITICAL --
10:33:57 ON THE CRITICAL PATH TO GET THIS DONE QUICKLY.
10:33:59 THIS IS THE CONSTRUCTION MANAGER AT RISK OR CMAR WITH
10:34:04 CHRIS-TEL CONSTRUCTION TO ACTUALLY GET OUT IN FRONT AND DO
10:34:08 SOME OF THE ESTIMATING FOR THIS BUILDING SO THAT WE CAN GET
10:34:11 IT DONE QUICKLY, AS QUICKLY AS POSSIBLE.
10:34:14 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:34:18 THE INITIAL COST HERE IS JUST UNDER $30,000 TO DO THE
10:34:22 ESTIMATING.
10:34:25 TO THE COUNCIL'S POINT, IT IS A RELATIVELY SIMPLE BUILDING,
10:34:28 BUT HOW TO GET IT DONE QUICKLY, THIS WOULD PARALLEL THE
10:34:31 DESIGN SERVICE AND COME BACK TO YOU WHEN WE HAVE THE FINAL
10:34:36 DESIGN AND CONSTRUCTION PACKAGE READY TO GO.
10:34:38 >>Mayor McLain: THANK YOU.

10:34:39 COUNCIL QUESTIONS, COMMENTS?
10:34:40 I SEE NONE, I'LL TAKE A MOTION TO MOVE THIS.
10:34:45 COUNCILMAN LOPEZ MADE THE MOTION SECONDED BY --
10:34:49 >>Carol Sacco: WE DIDN'T ASK FOR PUBLIC COMMENTS.
10:34:51 >>Mayor McLain: DO YOU HAVE ANY PUBLIC COMMENTS?
10:34:52 >>Carol Sacco: NO, NO PUBLIC COMMENT AND NO E-COMMENTS.
10:34:55 >>Mayor McLain: I'M TRYING TO RUSH TOO MUCH.
10:34:56 THE VICE-MAYOR MADE THE SECOND.
10:34:59 >>Carol Sacco: SORRY, COUNCILMEMBER --
10:35:02 >>Mayor McLain: COUNCILMEMBER LOPEZ MADE THE MOTION,
10:35:04 SECONDED BY THE VICE-MAYOR.

10:35:06 MADAM CLERK, PLEASE CALL THE ROLL.
10:35:08 >>Larry Fiesel: AYE.
10:35:10 >>Lori Fayhee: AYE.
10:35:11 >>Rafael Lopez: AYE.
10:35:13 >>Jim Ward: AYE.
10:35:15 >>George Zalucki: AYE.
10:35:17 >>Vice-Mayor Ribble: AYE.
10:35:18 >>Mayor McLain: AYE.
10:35:19 NEXT ON THE AGENDA IS 6H, ESTERO SPORTS PARK PERMITTING.
10:35:24 STEVE, WOULD YOU PLEASE INTRODUCE THIS ITEM?
10:35:26 >>Steven Sarkozy: AGAIN, ONE OF THE MANY CONTRACTS THAT
10:35:29 WE'RE MOVING TO COMPLETE THE SPORTS PARK AND THE DESIGN
10:35:32 SERVICES.
10:35:33 I'LL TURN IT OVER TO DAVID FOR AN EXPLANATION OF THIS ITEM
10:35:36 FOR PARKING SERVICES WITH ATWELL CONSTRUCTION SERVICES.
10:35:41 DAVID.
10:35:43 >>David Willems: SO, JUST BUILDING UPON WHAT WE WERE TALKING
10:35:45 ABOUT BEFORE, THE MOST IMPORTANT THING IS MOVING THE
10:35:47 MAINTENANCE FACILITY FROM A TIMING STANDPOINT OF THE SPORTS
10:35:50 PARK.
10:35:50 THE SECOND MOST IMPORTANT THING IS REALLY THE STATE
10:35:53 PERMITTING.
10:35:55 THERE ARE WETLANDS ON THE SITE, WHICH IS GOING TO CREATE
10:35:58 SOME COMPLEXITIES.
10:36:00 WHAT STAFF WANTED TO DO WAS GET THAT PART OF IT STARTED AS

10:36:03 QUICKLY AS WE COULD.
10:36:04 SO WE NEGOTIATED WITH ATWELL.
10:36:07 THEY ARE A LOCAL FIRM THAT IS VERY FAMILIAR WITH THE STATE
10:36:11 PERMITTING PROCESS.
10:36:12 AND WHAT THEY ARE GOING TO DO IS THEY ARE GOING TO COME UP
10:36:14 WITH -- THEY'LL TAKE THE CONCEPT PLAN THAT PEREZ PLANNING
10:36:17 HAS CREATED, DO SOME -- IT'S NOT GOING TO BE DETAILED
10:36:21 CONSTRUCTION PLANS, BUT CONSTRUCTION PLANS THAT ARE CLOSE
10:36:24 ENOUGH TO GET WATER MANAGEMENT DISTRICT PERMITTING.
10:36:26 THEY WON'T BE ABLE TO GO BID OR ANYTHING LIKE THAT, BUT

10:36:30 THEY'LL BE ABLE TO GET THE PERMIT PLANS AND THEN THEY'LL
10:36:32 SUBMIT THE APPLICATION AND WORK WITH THE AGENCIES TO GET THE
10:36:35 ENVIRONMENTAL PERMITS IN PLACE AS QUICKLY AS POSSIBLE.
10:36:37 WHAT WE DIDN'T WANT TO DO IS WAIT, YOU KNOW, THREE OR FOUR
10:36:41 MONTHS BEFORE WE HAVE THE CMAR AND ALL THEIR SUBCONSULTANTS
10:36:45 ON BOARD TO WAIT ON THAT, BECAUSE THIS PROCESS CAN LAST A
10:36:49 YEAR OR MORE.
10:36:50 THE HOPE IS THAT WE'LL BE ABLE TO GET IT IN 9 TO 12 MONTHS,
10:36:54 BUT WE DIDN'T WANT TO LOSE TIME DOING THAT.
10:36:56 SO WE'RE HIRING THEM, AND THEY ARE JUST GOING TO HANDLE THIS
10:36:59 PART OF THE PERMITTING.
10:37:01 THERE WILL LIKELY BE A DIFFERENT FIRM THAT WILL HANDLE THE
10:37:03 CONSTRUCTION PLANS AND THE DETAILED PLANS.
10:37:05 THEY ARE GOING TO TAKE THE ENTIRE PROJECT AND PERMIT IT AS
10:37:08 ONE.

10:37:09 AND THEN WE'LL BE ABLE TO BUILD IT IN PHASES WHENEVER
10:37:13 COUNCIL DECIDES WHICH PHASE WE MOVE FORWARD WITH.
10:37:15 WITH THAT, I CAN ANSWER ANY QUESTIONS.
10:37:17 >>Mayor McLain: ANY QUESTIONS FROM COUNCIL?
10:37:20 >>George Zalucki: JUST ONE, DAVID, THANK YOU.
10:37:23 THERE IS PROBABLY A LOW LIKELIHOOD THAT THE PERMITS WOULD
10:37:25 NOT BE APPROVED, BUT IN THE EVENT THAT THERE'S SOME KIND OF
10:37:29 CONUNDRUM OR COME KIND OF DISPUTE OVER THE WATER MANAGEMENT,
10:37:33 WHAT WOULD THAT LOOK LIKE FOR US AS FAR AS THE TIMING GOES?
10:37:35 DO THEY NORMALLY HAVE YOU ADJUST THE PLAN TO FACILITATE WHAT
10:37:40 IT IS THEY ARE LOOKING FOR OR IS THIS JUST A PROCESS THAT
10:37:44 OBVIOUSLY IS NECESSARY BUT --
10:37:47 >>David Willems: IT IS A PROCESS.
10:37:48 I'VE BEEN DOING THIS FOR OVER 30 YEARS, AND I DON'T THINK
10:37:50 I'VE EVER BEEN INVOLVED IN ONE WHERE THE PERMIT DIDN'T
10:37:54 HAPPEN.
10:37:54 >>George Zalucki: THANK YOU.
10:37:55 >>David Willems: THERE IS BACK AND FORTH AND THAT'S WHAT
10:37:58 TAKES TIME.
10:37:59 OUR VISION OF WHAT THE SITE SHOULD LOOK LIKE AND REALLY ON
10:38:02 THIS PROJECT, IT'S REALLY NOT THE SITE PLAN AS MUCH.
10:38:05 WE ACTUALLY HAD A PRE-APPLICATION MEETING ALREADY WITH THE
10:38:10 WATER MANAGEMENT DISTRICT JUST TO INTRODUCE THEM TO THE
10:38:13 PROJECT AND GET SOME OF THEIR FEEDBACK.
10:38:15 WE HAD OUR ENVIRONMENTAL CONSULTANT THERE, AND WE TALKED

10:38:19 THROUGH WHAT THE REAL ISSUES WOULD BE, WHICH ARE THE WETLAND
10:38:22 IMPACTS.
10:38:23 AND THEY HAVEN'T BEEN TO THE SITE YET, BUT WITH WHAT OUR
10:38:26 ENVIRONMENTAL CONSULTANT TOLD THEM ABOUT THE PROPERTY, THEY
10:38:28 DIDN'T SEE ANY CONCERN WITH IMPACTING THE WETLAND.
10:38:31 WHAT USUALLY TAKES THE LONG AMOUNT OF TIME IS THE

10:38:34 NEGOTIATING BACK AND FORTH ON WHAT IS THE QUALITY OF THE
10:38:37 WETLAND AND CAN WE IMPACT THAT WETLAND OR SHOULD WE PRESERVE
10:38:41 IT?
10:38:41 THE PRELIMINARY ANALYSIS OF THAT WETLAND INDICATES IT IS
10:38:45 REALLY NOT WORTH SAVING.
10:38:47 IT'S BEEN IMPACTED PROBABLY FOR 50 YEARS OR MORE.
10:38:50 IT'S NOT GETTING THE RIGHT AMOUNT OF WATER.
10:38:52 IT'S BASICALLY BEEN SURROUNDED BY AGRICULTURE.
10:38:54 SO IT IS A REALLY POOR QUALITY WETLAND.
10:38:57 FROM A RESOURCE STANDPOINT, IT'S BETTER TO ACTUALLY MITIGATE
10:39:00 THAT OFF-SITE WHERE YOU CAN ACTUALLY HAVE A WETLAND THAT'S
10:39:03 GOING TO FUNCTION.
10:39:05 >>Mayor McLain: WHERE IS THE POTENTIAL WETLAND?
10:39:08 >>David Willems: ALL THE WOODED AREA.
10:39:09 I MEAN, IT'S NOT ALL OF IT -- IF YOU GO IN THERE, IT'S
10:39:14 REALLY ALL EXOTIC VEGETATION.
10:39:17 >>Mayor McLain: ANY OTHER QUESTIONS FROM COUNCIL?
10:39:18 ANY PUBLIC COMMENTS?
10:39:20 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS,

10:39:22 MAYOR.
10:39:22 >>Mayor McLain: I'LL LOOK FOR A MOTION TO APPROVE.
10:39:26 >>George Zalucki: SO MOVED.
10:39:26 >>Mayor McLain: COUNCILMAN ZALUCKI HAS MADE THE MOTION,
10:39:29 SECONDED BY --
10:39:30 >>Rafael Lopez: I'LL SECOND.
10:39:31 >>Mayor McLain: SECONDED BY COUNCILMAN LOPEZ.
10:39:33 MADAM CLERK, PLEASE CALL THE ROLL.
10:39:36 >>Larry Fiesel: AYE.
10:39:37 >>Lori Fayhee: AYE.
10:39:38 >>Rafael Lopez: AYE.
10:39:40 >>Jim Ward: AYE.
10:39:41 >>George Zalucki: AYE.
10:39:42 >>Vice-Mayor Ribble: AYE.
10:39:43 >>Mayor McLain: AYE.
10:39:44 WE MOVED THROUGH THE AGENDA PRETTY QUICK.
10:39:49 NOW WE HAVE COUNCIL COMMUNICATIONS.
10:39:52 WHY DON'T WE START WITH COUNCILMAN ZALUCKI.
10:39:53 >>George Zalucki: THANK YOU, MAYOR.
10:39:55 JUST A COUPLE OF THINGS TO REPORT.
10:39:56 FIRST OF ALL, I KNOW ALL OF US ARE MOURNING FOR THE PASSING
10:40:01 OF FATHER HUGH.
10:40:04 WE ALL WERE OVER AT THE SERVICE ON THE 6th OF DECEMBER.
10:40:06 I WANT TO BRING THAT UP AS SOMETHING THAT AN INDIVIDUAL IN
10:40:09 THIS COMMUNITY, A LEADER THAT WE'RE GOING TO DEFINITELY

10:40:11 MISS.
10:40:13 MISS IN THIS CHAMBERS AND ALSO MISS IN THE COMMUNITY.

10:40:16 JUST TO TOUCH ON, WE HAD A GREAT CAR SHOW.
10:40:19 THE ROTARY PUT ON A CAR SHOW DECEMBER 7 AND THE PARADE.
10:40:22 WE WERE ALL THERE.
10:40:23 HAD A GREAT TIME.
10:40:24 THANK YOU FOR ALL THAT.
10:40:26 AND THEN JUST ON THE 9th, MY WIFE AND I ATTENDED THE
10:40:30 HISTORICAL SOCIETY TURKEY LUNCH.
10:40:32 THAT WAS ANOTHER GREAT EVENT.
10:40:33 GOOD FOOD.
10:40:35 HAD BY ALL.
10:40:36 GOOD TIMES.
10:40:36 AND JUST A REMINDER THAT ESTERO FEST IS COMING UP ON MARCH
10:40:40 15th OF 2025.
10:40:41 IT'S GOING TO BE HERE BEFORE YOU KNOW IT.
10:40:44 HAD A LOT OF MEETINGS AND WE HAVE A LOT OF MEETINGS
10:40:46 SCHEDULED.
10:40:47 GOOD STUFF HAPPENING.
10:40:47 THANK YOU.
10:40:49 >>Mayor McLain: JIM.
10:40:50 >>Jim Ward: WELL, AS THE MAYOR POINTED OUT, AT THE BEGINNING
10:40:53 OF OUR MEETING EARLIER THAT 2024 HAS REALLY BEEN A
10:40:57 SIGNIFICANT YEAR FOR THE VILLAGE IN OUR ABILITY TO PROVIDE
10:41:01 AMENITIES AND IMPROVEMENTS TO THE RESIDENTS OF ESTERO.

10:41:05 JUST LOOKING AT SOME OF THE THINGS THAT WE APPROVED TODAY IN
10:41:09 TERMS OF THE ESTERO SPORTS PARK, THE ENTERTAINMENT DISTRICT,
10:41:14 THE IMPROVEMENTS WE'RE GOING TO MAKE ON ESTERO ON THE RIVER,
10:41:18 JUST SOME REALLY EXCITING THINGS THAT WE'VE DONE THIS YEAR,
10:41:21 I WANT TO COMMEND STEVE AND HIS STAFF FOR PULLING TOGETHER
10:41:25 SOME OF THE PROJECTS THAT WE'VE ACCOMPLISHED THIS YEAR.
10:41:31 I WANT TO WISH THE COUNCIL A MERRY CHRISTMAS.
10:41:34 CAROL AND I WILL BE HEADING NORTH TO PENNSYLVANIA.
10:41:37 CAROL REMINDED ME THIS MORNING, IT'S GOING TO BE 8 DEGREES
10:41:40 WHEN WE GET THERE.
10:41:41 HAVE TO BUNDLE UP A LITTLE BIT BEFORE WE LEAVE.
10:41:44 BUT WE'RE LOOKING FORWARD TO VISITING WITH FAMILY AND
10:41:48 GRANDCHILDREN AND ALL THAT GOOD STUFF THAT YOU DO AT
10:41:51 CHRISTMASTIME.
10:41:52 AGAIN, MERRY CHRISTMAS TO ALL AND HAVE A SAFE AND SOUND
10:41:56 HAPPY NEW YEAR -- CHRISTMAS AND NEW YEAR.
10:41:59 THANK YOU.
10:41:59 >>Rafael Lopez: A LOT OF US ATTENDED FATHER HUGH VIEWING AND
10:42:05 FUNERAL LAST WEEK.
10:42:06 WE DID LOSE A GREAT LEADER IN THE COMMUNITY.
10:42:08 ALSO WANT TO THANK GEORGE ZALUCKI FOR THE USE OF HIS VEHICLE
10:42:12 FOR THE PARADE.
10:42:14 IT WAS A GREAT PARADE.
10:42:16 LAST BUT NOT LEAST, I JUST WANT TO PAY OUR CONDOLENCES ON

10:42:20 BEHALF OF THE VILLAGE FOR THE FAMILY AND FRIENDS OF CORPORAL

10:42:24 ELIO DIAZ, CHARLOTTE COUNTY SHERIFF WHO WAS KILLED IN ACTION
10:42:28 THE OTHER DAY.
10:42:30 WE WANT TO PAY OUR CONDOLENCES TO HIM.
10:42:32 AGAIN, MERRY CHRISTMAS TO EVERYBODY AND WE'LL SEE EVERYBODY
10:42:36 NEXT YEAR.
10:42:40 >>Lori Fayhee: THANK YOU.
10:42:41 MERRY CHRISTMAS TO EVERYONE AND HAPPY HOLIDAYS.
10:42:44 WE HAD A WONDERFUL TIME KICKING OFF THE SEASON WITH THE
10:42:49 ANNUAL PARADE AND TREE LIGHTING AT COCONUT POINTE.
10:42:54 IT WAS SO NICE TO SEE THIS YEAR FOR THE WHOLE COMMUNITY TO
10:42:59 COME TOGETHER.
10:43:00 I DON'T KNOW IF YOU REMEMBER LAST YEAR, BUT IT WAS A LITTLE
10:43:03 MORE DIFFICULT FOR ALL OF US TO MAKE ALL THE TREE LIGHTINGS.
10:43:08 THERE WERE MANY EVENTS.
10:43:09 SO IT WAS REALLY NICE TO HAVE IT ALL TOGETHER.
10:43:13 THANKS TO GEORGE FOR THE USE OF THE JEEP.
10:43:18 THANK YOU.
10:43:21 >>Larry Fiesel: TWO OR THREE THINGS.
10:43:23 IT'S ALWAYS NICE TO HAVE NEWSPAPER NOTORIETY IF IT IS IN A
10:43:27 POSITIVE WAY, WHICH MOST OF THE TIME IT IS, BUT WE HAD THE
10:43:30 ARTICLE IN THE PAPER IN MARYLAND, SENT IT OUT TO THE
10:43:34 COMMUNITY, REGARDING SOME STOPLIGHT ISSUES ON HIGHWAY 41
10:43:38 THAT WE DISCUSSED TOO MANY TIMES REALLY.
10:43:42 THE FLASHING LIGHT THAT'S AT SWEETWATER RANCH ROAD, WHICH IS
10:43:47 GOING TO HAVE TO BECOME A WORKING LIGHT ONCE THE SHOPPING

10:43:52 CENTER, THE MARKET DISTRICT, MARKETPLACE COMES ONLINE.
10:43:55 THE STOPLIGHT DOWN AT PELICAN COLONY BOULEVARD HAS JUST GOT
10:44:02 TO BE PUT IN BEFORE WE LOSE MORE LIVES.
10:44:06 I THINK IT WOULD BE GOOD IF SOMEHOW THE VILLAGE CAN BE
10:44:09 INSTRUMENTAL IN TRYING TO -- I KNOW WE HAVE BEEN, BUT WE'VE
10:44:14 NOT SEEN A LOT OF POSITIVE ACTION IS FROM THE STATE ON
10:44:16 EITHER OF THOSE TWO LIGHTS.
10:44:17 I JUST HOPE WE DON'T HAVE TO LOSE MORE PEOPLE BEFORE THEY
10:44:22 WAKE UP AND REALIZE THAT WE HAVE AN ISSUE.
10:44:24 ANOTHER NOTE, I'M NOT SURE IF ANY OF YOU ARE AWARE, STEVE IS
10:44:30 CERTAINLY AWARE OF IT, MICHAEL COMPARATO IS BACK IN HIS HOME
10:44:36 IN CARMEL, INDIANA, AND IS GOING TO BE UNDERGOING MAJOR
10:44:42 INVASIVE BACK SURGERY TOMORROW MORNING.
10:44:45 HE'S ABLE TO SIT, BUT HE'S NOT ABLE TO DO MUCH OF ANYTHING
10:44:48 ELSE.
10:44:49 HE WILL BE OUT OF COMMISSION FOR A MINIMUM OF SIX WEEKS.
10:44:52 I JUST ASK THAT YOU WOULD REMEMBER HIM IN YOUR THOUGHTS AND
10:44:55 PRAYERS TOMORROW WHEN HE STARTS GOING UNDER THE KNIFE, BACK
10:44:59 SURGERY.
10:45:00 ANY KIND OF SURGERY IS NOT GOOD, BUT BACK SURGERY,

10:45:03 ESPECIALLY.
10:45:05 I'M GOING TO BE GOING TO THAT AREA OF THE STATE NEXT WEEK TO
10:45:09 VISIT MY FAMILY FOR CHRISTMAS, AND I'LL PROBABLY VISIT WITH
10:45:14 HIM.
10:45:14 HE'S PROBABLY NOT GOING TO BE IN A POSITION.

10:45:17 SEE IF I COULD GET HIM TO BUY MY LUNCH OR SOMETHING, BUT
10:45:20 PROBABLY WON'T BE TOO MUCH INTO THAT AT THAT POINT.
10:45:23 LAST, JUST WISH EVERYBODY A MERRY CHRISTMAS, HAPPY NEW YEAR,
10:45:27 SAFE TRAVELS, JIM, AS YOU AND I ARE GOING TO BE HITTING --
10:45:31 WELL, I'M GOING TO FLY.
10:45:32 I DON'T KNOW IF YOU'RE DRIVING.
10:45:33 EITHER WAY, SAFE TRAVELS TO EVERYBODY AND MERRY CHRISTMAS.
10:45:37 >>Mayor McLain: THANK YOU.
10:45:37 VICE-MAYOR.
10:45:38 >>Vice-Mayor Ribble: LARRY, THANK YOU FOR THOSE COMMENTS ON
10:45:40 THE TRAFFIC SIGNALS.
10:45:42 I APPRECIATE THAT.
10:45:42 I WANT TO THANK THE ROTARY FOR THE BEAUTIFUL TREE IN THE
10:45:47 FOYER OUT THERE.
10:45:48 IT REALLY LOOKS NICE.
10:45:49 I WANT TO THANK ALL OF YOU FOR AGREEING TO PARTICIPATE IN
10:45:51 THE PARADE.
10:45:52 I THINK WE REALLY HAD A GOOD TIME.
10:45:53 I KNOW I DID AND THE CROWD WAS VERY ENTHUSIASTIC TO SEE US.
10:45:56 I ALSO GAVE YOU FROM THE FLORIDA LEAGUE OF CITIES THEIR 2025
10:46:03 LEGISLATIVE PLATFORMS.
10:46:05 AS YOU KNOW, THEY ARE BIG ADVOCATES OF HOME RULE, AND THEY
10:46:09 WILL BE THE WATCH DOGS FOR THE LEGISLATIVE SESSION THIS
10:46:12 COMING YEAR TO SEE WHAT THEY MAY TRY TO PREEMPT US ON.
10:46:16 I WILL KEEP YOU INFORMED.

10:46:18 IF YOU LOOK AT THESE PRIORITIES, A LOT OF THEM YOU PROBABLY
10:46:23 NOTICED HAD COME UP AS BILLS LAST YEAR.
10:46:25 A LOT OF THEM DID NOT GO FORWARD, SO WE'LL HAVE TO SEE IF
10:46:29 THE LEGISLATORS BRING SOME OF THESE BILLS FORWARD AGAIN.
10:46:33 I WANTED YOU TO BE AWARE OF WHAT THEY ARE WATCHING FOR ON
10:46:38 OUR BEHALF.
10:46:38 AGAIN, MERRY CHRISTMAS TO EVERYBODY.
10:46:39 I HOPE YOU ALL HAVE A VERY HAPPY NEW YEAR.
10:46:42 ANXIOUS TO GET BACK TO WORK IN JANUARY AND GET ALL OF THESE
10:46:47 WONDERFUL PROJECTS GOING.
10:46:47 >>Mayor McLain: THANK YOU.
10:46:48 LARRY, YOU'RE GOING TO BE UP IN INDIANA, SO GIVE MICHAEL OUR
10:46:54 BEST THAT WE'RE THINKING ABOUT HIM.
10:46:56 AND TOMORROW WILL BE A BIG DAY FOR HIM.
10:46:59 WISH HIM THE BEST.
10:47:00 COCONUT POINTE, EVERYBODY HAS TALKED ABOUT IT.

10:47:02 THAT WAS A GREAT PARADE.
10:47:03 I THINK WE HAD 40 FLOATS.
10:47:06 THE LAST ONE WITH THE BOAT AND THE PONTOON BOAT, I DON'T
10:47:10 EVEN KNOW HOW THAT DRIVER GOT THAT THING AROUND.
10:47:12 MAYBE NEXT YEAR THEY GET A SHORTER PONTOON BOAT AND ONE THAT
10:47:16 DOESN'T HAVE 850-HORSEPOWER.
10:47:19 I CAN'T BELIEVE A PONTOON BOAT WITH THAT KIND OF HORSEPOWER.
10:47:23 I WAS OUT IN THE GULF THIS WEEKEND, AND THERE WERE A COUPLE
10:47:27 OF BIG SPEEDBOATS OUT THERE.

10:47:29 AND THEY HAD FOUR ENGINES IN THE BACK, 500-HORSEPOWER EACH,
10:47:34 2,000-HORSEPOWER.
10:47:36 I SAID, I'M THINKING ABOUT BUYING ONE OF THOSE BUT NOT UNTIL
10:47:39 THEY GET TO 3,000-HORSEPOWER.
10:47:41 GEORGE, MAYBE YOU MIGHT DO THAT.
10:47:44 IT SEEMS A LITTLE CRAZY TO HAVE THAT KIND OF HORSEPOWER.
10:47:47 AS I MENTIONED IN MY OPENING COMMENTS, WE'VE DONE A LOT THIS
10:47:52 YEAR.
10:47:52 IT'S BEEN REALLY GREAT.
10:47:53 I'M REALLY PROUD, ONE, ABOUT THE SPORTS PARK THAT YOU
10:47:56 MENTIONED, BUT THE OTHER THING THAT WE'VE DONE REALLY WELL
10:47:59 AND I THINK IS -- WE'VE HAD LOTS OF PROJECTS COME FORWARD TO
10:48:03 US.
10:48:04 ALMOST THE FINAL PROJECTS FOR CONSTRUCTION THROUGHOUT THE
10:48:09 VILLAGE, AND I THINK WE'VE DONE A REALLY GREAT JOB WITH THE
10:48:13 STEWARDSHIP OF MAKING SURE THOSE FACILITIES WHEN THEY ARE
10:48:15 BUILT ARE GOING TO MEET OUR STANDARDS IN THERE.
10:48:18 AND WE HAVE HIGH STANDARDS, AND I THINK THAT'S WHY -- I'M
10:48:21 PROUD TO BE PART OF A BOARD THAT HAS DONE THAT ALONG WITH
10:48:24 OUR DESIGN BOARD AND ZONING PEOPLE.
10:48:26 SO THAT'S REALLY GREAT.
10:48:28 MADAM CLERK HAS TOLD ME TO ANNOUNCE TO EACH OF US AND THE
10:48:35 PUBLIC THAT WE USUALLY SCHEDULE OUR MEETINGS ON THE FIRST
10:48:39 AND THIRD WEDNESDAYS, BUT BECAUSE OF THE NEW YEAR, WE'RE
10:48:42 GOING TO HAVE OUR FIRST MEETING ON JANUARY 8 AND THE SECOND

10:48:47 ONE WILL BE ON JANUARY 22.
10:48:49 IT'S ALL ON YOUR SCHEDULES.
10:48:50 JUST FOR THE PUBLIC, ANYBODY WHO WILL BE ATTENDING, JANUARY
10:48:53 8 AND THE 22.
10:48:55 I'D LIKE TO WISH EVERYBODY SAFE TRAVELS.
10:48:59 ENJOY THE FAMILY AND HAVE A MERRY CHRISTMAS AND A HAPPY NEW
10:49:02 YEAR.
10:49:03 AS THE VICE-MAYOR SAID, AS WE GET BACK HERE IN JANUARY,
10:49:06 WE'VE GOT A FULL AGENDA.
10:49:08 WE HAVE LOTS OF STUFF HAPPENING.
10:49:11 LOOK AT FIRST QUARTER AS BEING BUSY AND I'M SURE THE SECOND
10:49:14 QUARTER WILL BE BUSY ALSO.

10:49:16 HAPPY NEW YEAR AND MERRY CHRISTMAS.
10:49:17 I'LL TURN THIS OVER TO OUR ATTORNEY.
10:49:23 >>Robert Eschenfelder: NOTHING FROM ME, MAYOR.
10:49:24 I CERTAINLY HOPE THAT SANTA BRINGS YOU YOUR BOAT WITH
10:49:28 HOWEVER MUCH HORSEPOWER --
10:49:29 [LAUGHTER]
10:49:29 >>Mayor McLain: I'LL GIVE YOU A RIDE.
10:49:31 >>Robert Eschenfelder: THAT WOULD BE VERY FUN.
10:49:33 JUST WISHING YOU ALL A GOOD CHRISTMAS.
10:49:36 THANK YOU.
10:49:37 >>Steven Sarkozy: JUST A COUPLE OF THINGS.
10:49:39 FIRST, THE LEE COUNTY HAS ESTABLISHED AN ADVISORY COMMITTEE
10:49:45 FOR DISASTERS.

10:49:48 WHAT THEY ARE LOOKING AT IS REPRESENTATIVES FROM VARIOUS
10:49:53 CITIES THAT WOULD LOOK AT THE GRANTS PROCESS AND WHAT'S
10:49:58 INVOLVED IN RESPONDING TO SOME OF THE GRANTS.
10:50:01 THEY ARE ASKING FOR A STAFF DESIGNATION.
10:50:08 DAVID HAS BEEN OUR PRINCIPAL PERSON THERE, BUT THE COUNTY IS
10:50:13 ASKING FOR A VOTE OF APPROVAL OR A MOTION BY THE COUNCIL TO
10:50:17 DESIGNATE DAVID AND AS A BACKUP, ROBERT WILEY, TO SERVE AS
10:50:25 THAT, ON THE DISASTER ADVISORY COUNCIL.
10:50:27 WITH YOUR APPROVAL TODAY, WE WOULD GO THROUGH WITH THAT.
10:50:35 WE JUST NEED A MOTION.
10:50:37 >>Mayor McLain: ANYBODY HAVE QUESTIONS OR COMMENTS ON IT?
10:50:39 IT LOOKS UNANIMOUS.
10:50:43 >>Steven Sarkozy: OKAY.
10:50:44 THE MAYOR DID MENTION THAT THERE IS A LOT OF THINGS THAT ARE
10:50:47 COMING AT US IN THE FIRST QUARTER.
10:50:51 OVER THIS BREAK, WHAT I WOULD LIKE TO DO IS HAVE BRIEFINGS
10:50:54 WITH COUNCIL TO KEEP YOU UP TO DATE, BUT I'M NOT GOING TO
10:50:58 SCHEDULE THOSE THE WAY WE NORMALLY DO BECAUSE THEY ARE NOT
10:51:02 TIME SENSITIVE.
10:51:04 JUST AS LONG AS WE CAN GET SOMETHING IN.
10:51:06 IF YOU ARE OUT OF STATE, WE CAN EVEN DO IT BY PHONE.
10:51:09 SOMETHING BETWEEN NOW AND JANUARY 8.
10:51:14 I'LL CALL AROUND OR E-MAIL OUT AND JUST KEEP YOU POSTED AS
10:51:18 TO WHEN THAT MIGHT OCCUR.
10:51:20 THERE'S A LOT COMING AT US ON A LOT OF DIFFERENT FRONTS.

10:51:24 I WANT TO MAKE SURE THAT YOU STAY FRESH WITH SOME OF THOSE
10:51:27 ISSUES.
10:51:28 WITH THAT, ON BEHALF OF ALL OF STAFF, MERRY CHRISTMAS, HAPPY
10:51:32 HOLIDAYS, HAPPY NEW YEAR AND SAFE TRAVELS.
10:51:35 >>Mayor McLain: THANK YOU.
10:51:36 I THINK WE'VE CONCLUDED.
10:51:39 LOOK FOR A MOTION TO ADJOURN.
10:51:41 COUNCILMAN WARD HAS MADE THE MOTION, SECONDED BY COUNCILMAN

10:51:44 LOPEZ, I'M SURE.
10:51:46 >>Rafael Lopez: YES.
10:51:46 [SOUNDING GAVEL]
10:51:47 >>Mayor McLain: THE MOTION IS GOOD.

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

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

DRAFT MINUTES
VILLAGE COUNCIL MEETING

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

December 4, 2024 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Jan Chance River of Life Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

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

2. PROCLAMATION

(a) Leonard “Scotty” Wood III

Stephanie English (Scotty’s wife) accepted the proclamation for Leonard “Scotty” Wood III

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Fiesel

Action: Approved agenda.

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

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
In Person
Joe Fantozzi, Cypress Bend

5. CONSENT AGENDA

(a) November 20, 2024 Village Council Meeting Minutes

Motion: Motion to approve consent agenda.
.
Motion by: Vice Mayor Ribble
Seconded by: Councilmember Lopez

Action: Approved consent agenda.

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

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA
None

7. ACTION ITEM

(a) Approval of the final Sports Park Campus Master Plan

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Presentation/Information by
Cristobal Betancourt, RLA, AICP, Weston & Sampson
Carlos F. Perez, PLA, Perez Planning + Design, LLC

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

Public Comments
None

Motion: Motion to approve the final Sports Park Master Plan.

Motion by: Councilmember Ward
Seconded by: Councilmember Lopez

Action: Approved the final Sports Park Master Plan.

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

(b) Motion to accept the Standard & Poor's General Obligation Bond Rating for the Village of Estero

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

Presentation/Information by
Wendell G. Gaertner, Prag Advisors
Mickey Johnston, Prag Advisors

Council Questions or Comments
Councilmember Ward and McLain

Public Comments
None

Motion: Motion to accept the Standard & Poor's General Obligation Bond Rating for the Village of Estero.

Motion by: Councilmember Ward
Seconded by: Councilmember Fayhee

Action: Approved motion to accept the Standard & Poor's General Obligation Bond Rating for the Village of Estero.

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

8. FIRST READING

(a) First reading of Zoning Ordinance No. 2024-14, Coconut Trace CPD Amendment – Tract F

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions and a Deviation an Amendment to the Commercial Planned

Development with a Deviation for a Reduced Type D Landscape Buffer for the Property located in the Coconut Trace Subdivision located on US 41, West of Lyden Drive and East of the Marsh Landing Community; Providing for Severability; and Providing an Effective Date.

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

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

Public Comments
None

Motion: Motion to table the first reading as documents are not in final form.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Fayhee

Action: Approved motion to table the first reading as documents are not in final form.

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

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

Staff Presentation/Comments
Steve Sarkozy, Village Manager

10. VILLAGE ATTORNEY'S REPORT

Robert Eschenfelder, Village Attorney

Council Questions or Comments
Councilmember Zalucki, Vice Mayor Ribble, and Mayor McLain

Motion: Motion to authorize the Village Manager to execute a settlement agreement to resolve the current litigation cases entitled Wyrofsky, et al. v. Village of Estero, et al., to the extent the settlement terms do not require the payment of Village funds or significant deviations from the previously-approved project terms.

Motion by: Councilmember Zalucki
Seconded by: Vice Mayor Ribble

Action: Approved motion to authorize the Village Manager to execute a settlement agreement to resolve the current litigation cases entitled Wyrofsky, et al. v. Village of Estero, et al., to the extent the settlement terms do not require the payment of Village funds or significant deviations from the previously-approved project terms.

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

11. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

12. ADJOURNMENT at 11:19 am

Motion by Councilmember Fiesel and seconded by Councilmember Fayhee.

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____

Carol Sacco, CMC, Village Clerk Jon McLain, Mayor

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

Mayfair Village Property – Request from Lennar for Council to rescind the requirement of a Notice of Future Road Construction that was recorded in the Lee County Public Records in 2007.

Motion to adopt Resolution No. 2024-23

Background:

In 2007, Lee County rezoned a 5.5-acre parcel located on East Broadway, east of the railroad right-of-way and west of Sandy Lane, to a Residential Planned Development for a 16-lot single family subdivision. As part of the zoning, a condition was imposed about the County's intention to construct a collector road on the west 100-feet of the property (Sandy Lane replacement) and requiring a recorded notice in the public records to apprise potential future homeowners. The condition is below:

4. *Transportation Conditions*

    a. *The developer must prepare and record a notice which advises prospective purchaser of lots within Mayfair Village of Lee County's intention to construct a collector road on the west 100 feet of the subject parcel prior to the approval of any development orders for the project. The notice must be recorded as a standalone document (i.e., not merely as a page in a larger homeowner document). The plat for Mayfair Village must also contain a reference to "Future Collector Road" on the tract identified as "Future Tract w/Drainage Accommodations" on the Master Concept Plan.*

The proposed collector road was to be a replacement of Sandy Lane and would also extend north from this property, through the Cascades development and connecting to Estero Parkway (see attached map). The County plans at one time showed the road extending north into San Carlos Park. The County did not construct this road and the road is not included in the Village's Capital Improvements Plan, nor is it in the Lee County Long Range Transportation Plan.

No other properties have this notice of future road construction requirement, although the Cascades has a future right-of-way shown on their zoning Master Concept Plan.

Description:

The property has not been developed and Lennar is the contract purchaser. Lennar approached the Village about the recorded notice as they believe it affects the title of the parcel.

If the Council agrees the zoning will still need to be amended to accommodate the applicant's new plan and to delete the reservation shown on the Master Concept Plan.

Action Requested:

Motion to adopt Resolution No. 2024-23

Process and Timeline:

Lennar is preparing an application to rezone the property and adjacent property from Agriculture and Residential Planned Development to Residential Planned Development. The application will be reviewed by Planning Zoning and Design Board and Village Council at a later date.

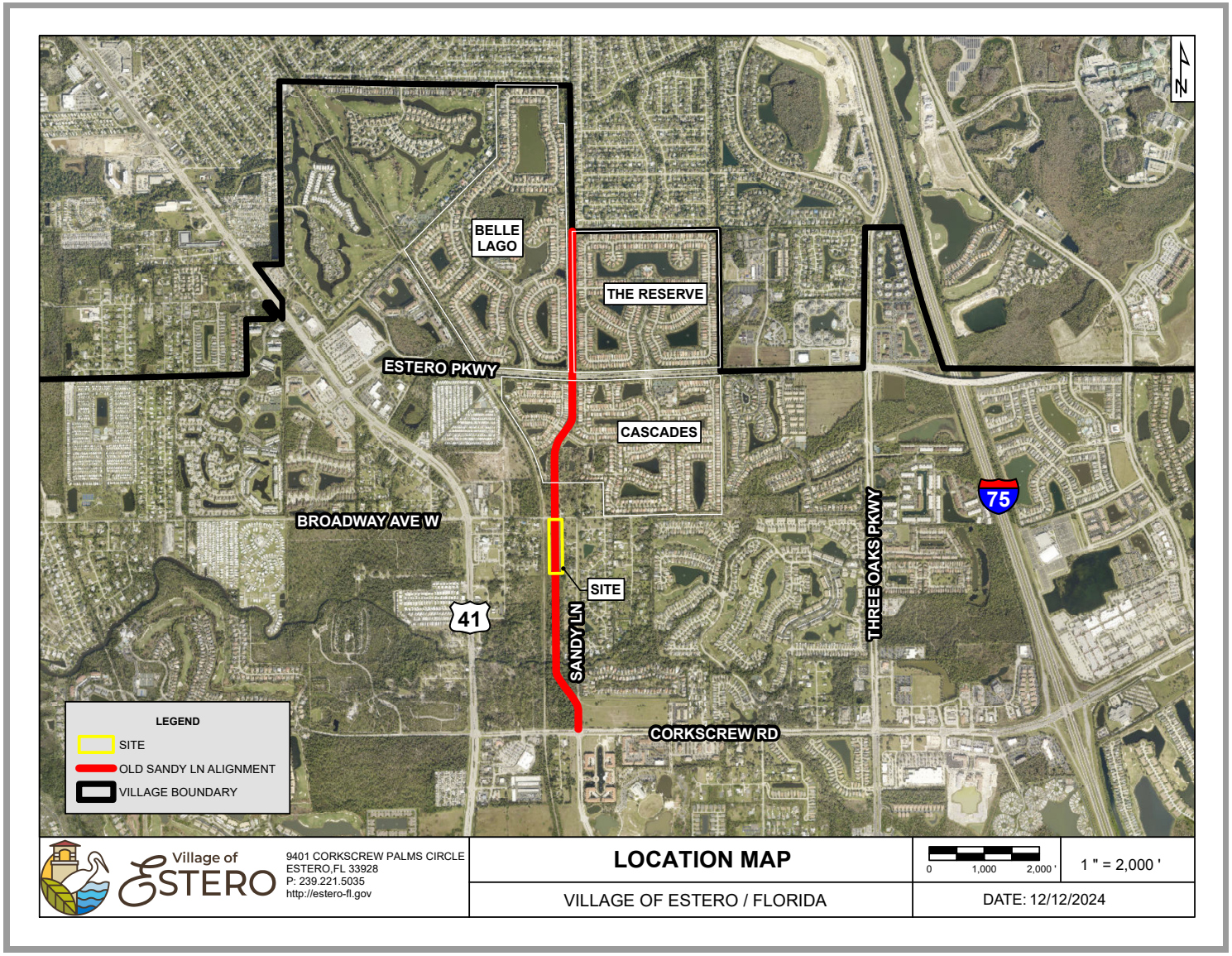
Financial Impact:

No financial impact to the Village of this action.

Prepared by: Mary Gibbs

Attachments:

1. Location Map of Subject Property and Proposed Road Extension
2. Resolution No. 2024-23
3. Recorded Notice of Future Road Construction
4. Lee County Zoning Resolution Z-06-073


BELLE LAGO
THE RESERVE
ESTERO PKWY
CASCADES
BROADWAY AVE W
SITE
41
SANDY LN
THREE OAKS PKWY
75
CORKSCREW RD
N
LEGEND
SITE
OLD SANDY LN ALIGNMENT
VILLAGE BOUNDARY
Village of ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO,FL 33928
P: 239.221.5035
http://estero-fl.gov
LOCATION MAP
VILLAGE OF ESTERO / FLORIDA
0
1,000
2,000 '
1 " = 2,000 '
DATE: 12/12/2024

RESOLUTION 2024-23

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, RESCINDING REQUIREMENT OF RECORDED OBLIGATION OF DISCLOSURE AS TO FUTURE EXTENSION OF SANDY LANE; AND PROVIDING FOR EFFECTIVE AND TERMINATION DATES.

WHEREAS, on February 19th 2007, the Lee County Board of County Commissioners adopted Resolution Z-06-073, which granted a rezoning from AG-2 to RPD of a 5.54 acre (more or less) parcel lying in Section 28, Township 46 South, Range 25 East, and bordering Broadway East in what is now the Village of Estero; and

WHEREAS, § B(4)(a) of the Resolution set forth a condition that the owner "must prepare and record a notice which advises prospective purchaser (sic) of lots within Mayfair Village of Lee County's intention to construct a collector road on the west 100 feet of the subject parcel prior to the approval of any development orders for the project."; and

WHEREAS, consistent with the condition, on September 12th 2007, the owner recorded a notice related to the County's intent to construct the collector road (Instr. # 2007000282687); and

WHEREAS, the County's apparent intent was to extend Sandy Lane; and

WHEREAS, it is undisputed that the owner never developed the parcel, and the collector road was never constructed; and

WHEREAS, the Village has been informed that the parcel is now to be acquired by a new owner which intends to combine it with certain adjoining property, and to submit a rezoning and development proposal to the Village; and

WHEREAS, notwithstanding the future efforts the new owner would need to undertake to obtain new zoning and any related development orders from the Village, the new owner has asked the Village to lift the restriction set forth in the County resolution related to the notice of the collector road inasmuch as this restriction may create certain legal difficulties for the new owner; and

WHEREAS, the Village staff have examined the matter and have determined that, whatever the County's historical intentions were related to an extension of Sandy Lane in this area of what is now the Village of Estero, the development activity which has occurred in the area, along with the Village's and county's future transportation plans, confirm that it would be very highly unlikely that Sandy Lane would be extended in the manner the County may have contemplated in 2006; and

WHEREAS, the Village staff have therefore recommended that the Village Council agree to grant the request of the new owner; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA THAT:

Section 1. The obligation, set forth in Lee County Resolution Z-06-073, to record a notice which advises prospective purchasers of lots of the relevant parcel of Lee County's intention to construct a collector road on the parcel, and which is recorded in the County's official records at instr. # 2007000282687, is hereby rescinded.

Section 2. Nothing herein shall be construed as providing any approvals or authorizations related to development of the parcel. Any such development (including any changes to zoning and any development applications) shall be processed in accordance with current codes of the Village of Estero, and general law.

Section 3. The new owner is entitled, but not obligated, to record this Resolution in the official records of the Lee County Clerk of Court.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

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

DULY ADOPTED with a quorum present and voting this 18th day of December, 2024.

VILLAGE OF ESTERO

ATTEST:

_____
Jon McLain, Mayor

_____
Carol Sacco, Village Clerk

INSTR # 2007000282687, Doc Type NOT, Pages 2, Recorded 09/12/2007 at 03:14 PM,
Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy
Clerk DMAYS

NOTICE
(Of Future Public Road Construction)

MAYFAIR DEVELOPMENTS, LLC, the owner of the property located in Lee County, Florida, and described more particularly on Exhibit A hereto, does hereby **GIVE NOTICE** as follows:

All persons desiring to acquire an interest in, or who presently claim an interest in, the real property described on Exhibit A hereto, shall take notice, pursuant to Lee County Resolution Number Z-06-073, that Lee County intends to construct a "collector" road on the West 100 feet of the property described in said Exhibit A.

Witnessed by:

Jackie Moore
First Witness Signature

JACKIE MOORE
Printed or Typed Witness Name

Erin Reily
Second Witness Signature

Erin Reily
Printed or Typed Witness Name

MAYFAIR DEVELOPMENT, LLC

By: _____
Peter Krylov
Its Managing Member

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10th day of Sept 2007, by Peter Krylov, Managing Member, who ☐ is personally known to me or who ☑ has produced FL Drivers License as identification.

Claudia Graham
Notary Public
Claudia Graham
Printed Name

Commission No. _____ Expiration _____

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Notary Public State of Florida
Claudia Graham
My Commission DD481090
Expires 10/21/2009

INSTR # 2006000026389, Doc Type D, Pages 3, Recorded 01/19/2006 at 09:00 AM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $27.00 Deputy Clerk MHODGE

Prepared By and Return To:
Karen A. Tomlinson
Fidelity National Title Insurance Company
15611 New Hampshire Court, Suite B
Fort Myers, FL 33908

File No. 05-026-2703234

Property Appraiser's Parcel I.D. (folio) Number (s)
28-46-25-00-00015.1000

Exhibit A

THIS QUIT-CLAIM DEED executed January 12, 2006, by Peter Krylov and William F. Noll, III, first party, to Mayfair Developments, LLC whose post office address is 1085 Business Lane, Ste 8 Naples Fl 34110, second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said first party, for and in consideration of the sum of $10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land situate, lying and being in the County of Lee State of Florida, to-wit:

A tract of land in the Northerly part of a parcel described in the Official Record Book 642, Page 474, of the Public Records of Lee County, Florida, and more particularly described as follows:

Commence at the East 1/4 corner of Section 28, Township 46 South, Range 25 East, run South 89 degrees 51' 30" West along the North line of the Southeast 1/4 of the aforementioned Section for 247.0 feet; thence South 0 degrees 17' 55" East for 25.0 feet to the South right-of-way of a 50 foot road and the Point of Beginning of the lands herein described. Continue South 0 degrees 17' 55" East 975.80 feet; thence South 89 degrees 51' 30" West 247.50 feet; thence North 0 degrees 17' 55" West 975.80 feet; thence North 89 degrees 51' 30" East 247.50 feet to the Point of Beginning.

The above described property is not now, nor has it ever been, the homestead of the grantor, nor is it contiguous with or adjacent to the grantors homestead.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

Quit Claim Deed
Rev.(6/00)(Quitclai.wpd)

Page 1 of 2

RESOLUTION NUMBER Z-06-073

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, an application was filed by the property owner, Mayfair Developments, LLC, to rezone a 5.52± acre parcel from Agricultural (AG-2) to Residential Plan Development (RPD), in reference to Mayfair Village RPD; and,

WHEREAS, a public hearing was advertised and held on August 24, 2006, before the Lee County Zoning Hearing Examiner, Diana M. Parker, who gave full consideration to the evidence in the record for Case #DCI2006-00024; and,

WHEREAS, a second public hearing was advertised and held on February 19, 2007, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to rezone a 5.52± acre parcel from AG-2 to RPD, to allow 16 residential single-family dwelling units with a maximum height of 35 feet. This project will be connected to central water and sanitary sewer. The property is located in the Outlying Suburban Land Use Category and is legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. The development of this project must be consistent with the 1-page Master Concept Plan entitled "Mayfair Village RPD Master Concept Plan," date stamped "Received March 6, 2007," last revised in February 2007, attached hereto as Exhibit C, except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. The following Limits apply to the project and uses:

   a. Schedule of Uses

      Residential, Single Family Detached (Limited to a maximum of 16 dwelling units)

COPY

Fences and walls
Residential Accessory Uses
Signs in accordance with LDC Chapter 30

b. Site Development Regulations

Minimum Lot Area	6,500 SF
Minimum Lot Width	70 feet
Minimum Lot Depth	75 feet
Minimum Side Setback	7.5 feet
Minimum Rear Setback, Principal	25 feet
Minimum Rear Setback, Accessory	15 feet
Minimum Rear Setback, Pool	15 feet
Minimum Street Setback	20 feet
Maximum Building Height	35 feet
Maximum Lot Coverage	40 percent

3. Environmental Condition:

Prior to local development order approval, all development order plans must delineate 40 percent or 2.23 acres of open space.

4. Transportation Conditions

a. The developer must prepare and record a notice which advises prospective purchaser of lots within Mayfair Village of Lee County's intention to construct a collector road on the west 100 feet of the subject parcel prior to the approval of any development orders for the project. The notice must be recorded as a standalone document (i.e., not merely as a page in a larger homeowner document). The plat for Mayfair Village must also contain a reference to "Future Collector Road" on the tract identified as "Future Tract w/Drainage Accommodations" on the Master Concept Plan.

b. The project entrance to Broadway East is temporary and will be closed when the Sandy Lane extension is open to traffic. The cul-de-sac at the south end of the internal roadway is temporary and will be the location of the future entrance to Sandy Lane.

5. Approval of this rezoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the Lee County LDC may be required to obtain a local development order.

6. Approval of this rezoning request does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee Plan Planning Communities Map and Acreage Allocation Table, Map 16 and Table 1(b), as well as all other Lee Plan provisions.

7. Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements set forth in LDC Chapter 2 and the Lee Plan. The developer is required to demonstrate compliance with all concurrency requirements prior to issuance of a local development order.

8. This development must comply with all of the requirements of the LDC at the time of local development order approval, except as may be granted by deviations approved as part of this planned development.

9. The property enjoys a Agricultural Tax Exemption. However, a signed and notarized affidavit from the property owner states that the property is not being used for agricultural uses and they do not intend to use it for this purpose in the future. Therefore, within two weeks of the final zoning approval, the applicant must provide the County Attorney's Office with a copy of the applicant's request, to the Lee County Property Appraiser, to terminate the tax exemption.

10. The neighborhood identification sign along Broadway East is temporary in nature and must be removed when the access to the development is relocated to Sandy Lane.

11. Prior to Certificate of Occupancy, the building contractor must provide a certification stating that the site grading was conducted in accordance with the approved development order site grading plan. This condition is predicated on the assumption that each individual home will be constructed by one contracting firm. If the individual homes are constructed by different contracting firms, then a site lot grading certification must be provided by a registered professional engineer.

SECTION C. DEVIATIONS:

Deviation (1) seeks relief from the LDC §10-291(3) requirement to provide for all developments greater than five acres in size to provide two access points, to allow only one access point. This deviation is APPROVED.

SECTION D. EXHIBITS AND STRAP NUMBER:

The following exhibits are attached to this resolution and incorporated by reference:

Exhibit A: Legal description of the property
Exhibit B: Zoning Map (with the subject parcel indicated)
Exhibit C: The Master Concept Plan

The applicant has indicated that the STRAP number for the subject property is:
28-46-25-00-00015.1000

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee Plan, the LDC, and any other applicable code or regulation.

2. The rezoning, as approved:

   a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request; and,

   b. is consistent with the densities, intensities and general uses set forth in the Lee Plan; and,

   c. is compatible with existing or planned uses in the surrounding area; and,

   d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and,

   e. will not adversely affect environmentally critical areas or natural resources.

3. The rezoning satisfies the following criteria:

   a. the proposed use or mix of uses is appropriate at the subject location; and

   b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and,

   c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.

4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

5. The approved deviations, as conditioned, enhance achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

Commissioner Judah made a motion to adopt the foregoing resolution, seconded by Commissioner Mann. The vote was as follows:

Robert P. Janes	Aye
A. Brian Bigelow	Aye
Ray Judah	Aye
Tammara Hall	Aye
Franklin B. Mann	Aye

DULY PASSED AND ADOPTED this 19th day of February, 2007.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Robert P. Janes
Chair

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

Approved as to form by:

_____
Robert D. Spickerman
County Attorney's Office

RECEIVED
MINUTES OFFICE

2007 MAR 16 PM 2:17

CASE NO:DCI2006-00024

Z-06-073
Page 5 of 5

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS • PLANNERS

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

A TRACT OR PARCEL SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, STATE OF FLORIDA, LYING IN SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ¼ CORNER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, RUN SOUTH 89 DEGREES 51' 30" WEST ALONG THE NORTH LINE OF THE SOUTHEAST ¼ OF THE AFOREMENTIONED SECTION FOR 247.0 FEET; THENCE SOUTH 0 DEGREES 17' 55" EAST FOR 25.0 FEET TO THE SOUTH RIGHT-OF-WAY OF A 50 FOOT ROAD AND THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED. CONTINUE SOUTH 0 DEGREES 17' 55" EAST 975.80 FEET; THENCE SOUTH 89 DEGREES 51' 30" WEST 247.50 FEET; THENCE NORTH 0 DEGREES 17' 55" WEST 975.80 FEET; THENCE NORTH 89 DEGREES 51' 30" EAST 247.50 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 241,510 SQUARE FEET OR 5.54 ACRES MORE OR LESS

PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 28 AS BEARING S.89°51'30"W.

METRON SURVEYING & MAPPING, LLC
FLORIDA CERTIFICATE OF AUTHORIZATION LB# 7071

6-7-2006

SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5743

RECEIVED
JUN 07 2006
COMMUNITY DEVELOPMENT

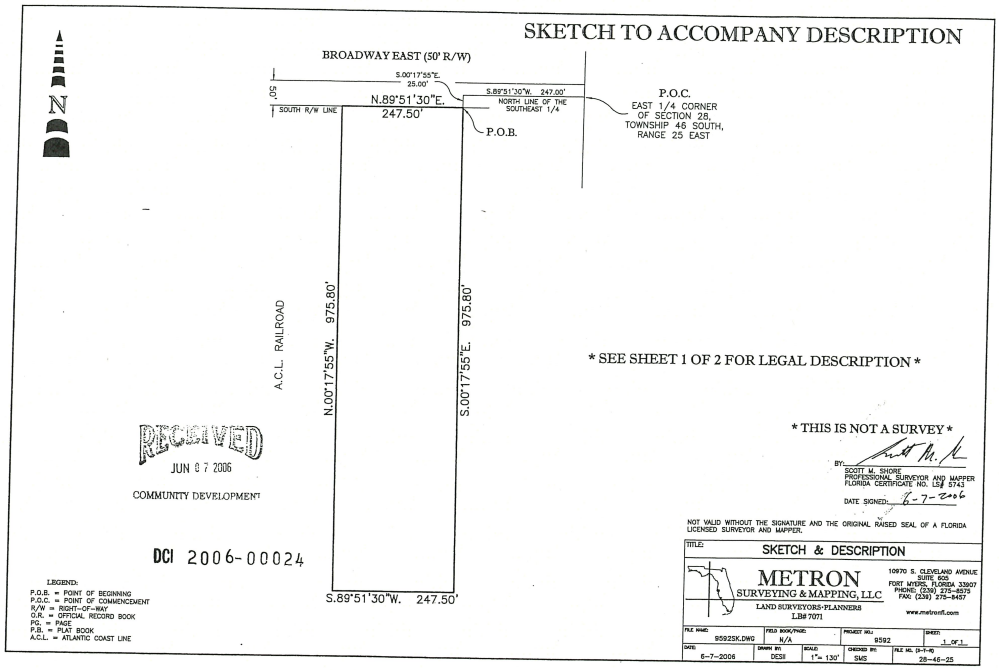
SHEET 1 OF 2

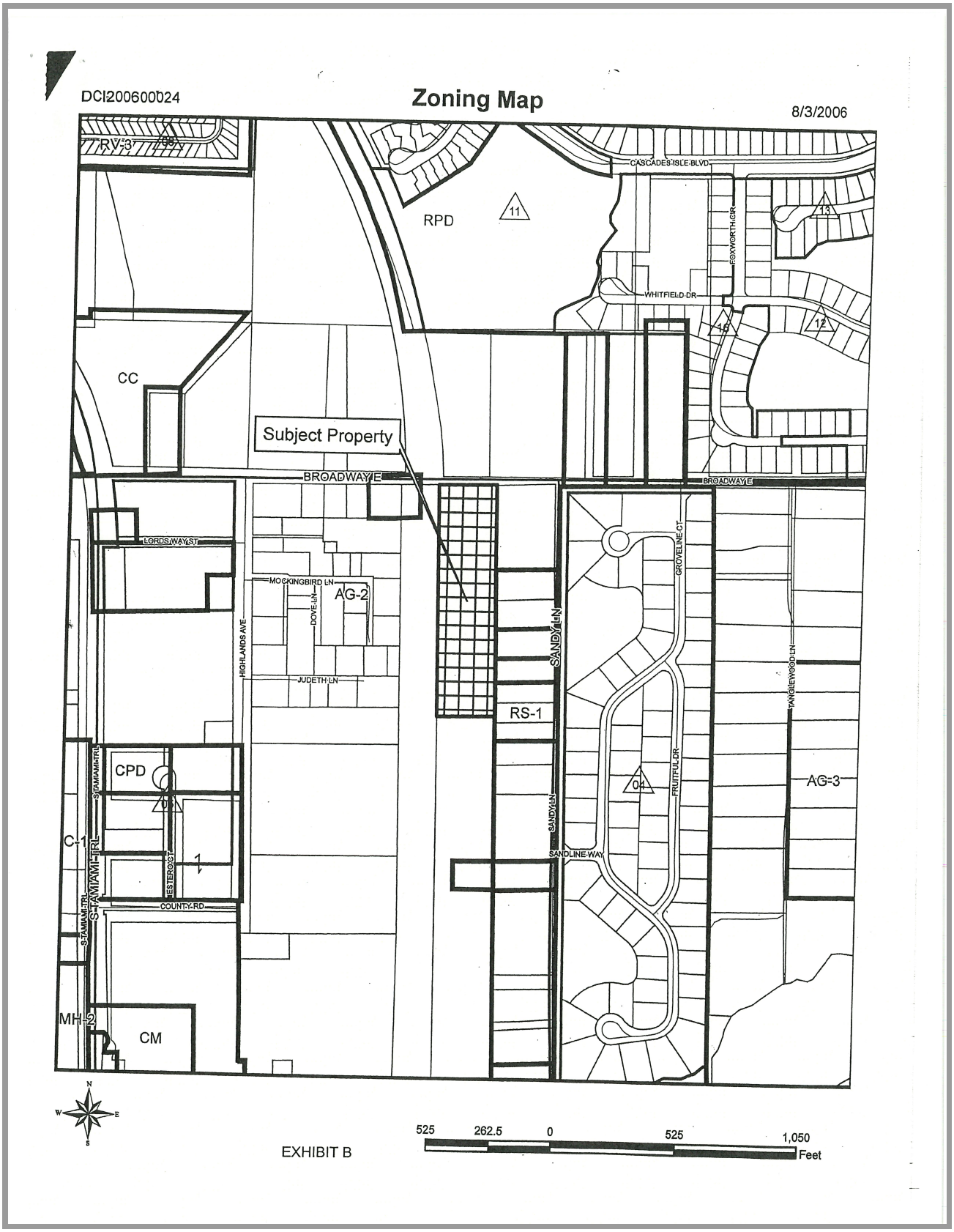
9592sk.doc

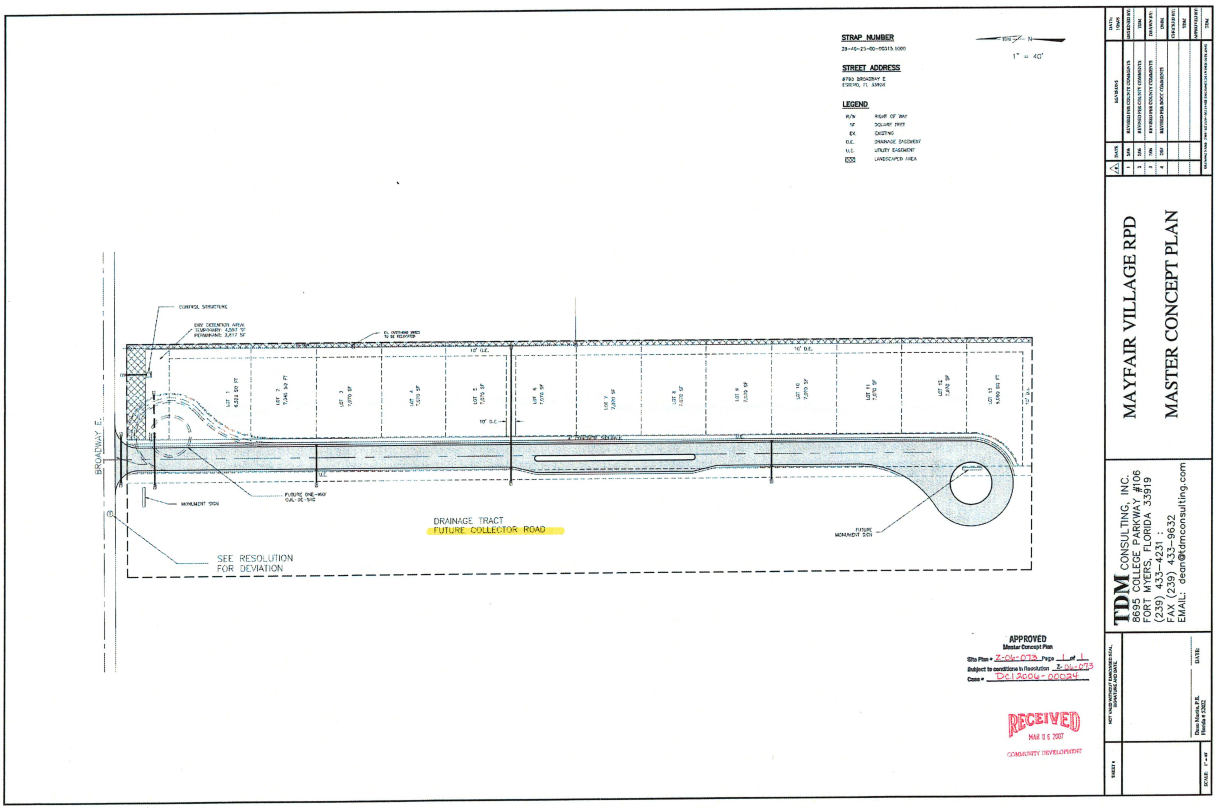
DCI 2006-00024

10970 S.CLEVELAND AVE., SUITE #605 • FORT MYERS, FLORIDA 33907 •
PHONE (239) 275-8575 • FAX (239) 275-8457
www.metronfl.com

EXHIBIT A
Page 1 of 2


SKETCH TO ACCOMPANY DESCRIPTION
BROADWAY EAST (50' R/W)
S.00°17'55"E. 25.00'
S.89°51'30"W. 247.00'
NORTH LINE OF THE SOUTHEAST 1/4
50'
SOUTH R/W LINE
N.89°51'30"E. 247.50'
P.O.B.
P.O.C.
EAST 1/4 CORNER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST
A.C.L. RAILROAD
N.00°17'55"W. 975.80'
S.00°17'55"E. 975.80'
S.89°51'30"W. 247.50'
* SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION *
* THIS IS NOT A SURVEY *
BY:
SCOTT M. SHORE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5743
DATE SIGNED: 6-7-2006
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
RECEIVED
JUN 07 2006
COMMUNITY DEVELOPMENT
DCI 2006-00024
LEGEND:
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R/W = RIGHT-OF-WAY
O.R. = OFFICIAL RECORD BOOK
PG. = PAGE
P.B. = PLAT BOOK
A.C.L. = ATLANTIC COAST LINE
TITLE: SKETCH & DESCRIPTION
METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071
10970 S. CLEVELAND AVENUE
SUITE 605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com
FILE NAME: 9592SK.DWG
FIELD BOOK/PAGE: N/A
PROJECT NO.: 9592
SHEET: 1 OF 1
DATE: 6-7-2006
DRAWN BY: DCH
SCALE: 1"= 130'
CHECKED BY: SMS
FILE NO. (S-T-R): 28-46-25
EXHIBIT A
Page 2 of 2


DCI2006000024
Zoning Map
8/3/2006
RV-3
CASCADES ISLE BLVD
RPD
11
13
FOXWORTH CIR
WHITFIELD DR
16
12
CC
Subject Property
BROADWAY E
LORDS WAY ST
MOCKINGBIRD LN
AG-2
DOVE LN
HIGHLANDS AVE
JUDETH LN
SANDY LN
GROVELINE CT
RS-1
TANGLEWOOD LN
CPD
SHAMMI TRL
C-1
LESTER CT
COUNTY RD
04
FRUITFUL DR
AG-3
SANDLINE WAY
MH-2
CM
N
W
E
S
EXHIBIT B
525
262.5
0
525
1,050
Feet



DCI 2006-00024

SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

Resolution No. 2024-24 Seminole Gulf MOA (Memorandum of Agreement Regarding Support of Continuation of BERT project planning and grant application process and related Village support)

Motion to adopt Resolution 2024-24

Background:

As the Council knows, for many years, the Village of Estero has been a major proponent of the Bonita Estero Rail Trail (BERT) initiative, which proposes to convert some 15 miles of an unused railroad corridor into an improved recreational trail for bikers, walkers and joggers. The BERT is envisioned to eventually connect with and become part of a larger Florida Gulf Coast Trail network and, ultimately, part of the larger Florida Gulf Coast Trail from Collier County to Tampa.

While various planning and lobbying initiatives have occurred already on behalf of the project, both through the effort of supportive government entities including the Village, as well as non-profit organizations and grass roots citizen support, the Village has now been presented with a Memorandum of Agreement Regarding Bonita Estero Rail Trail, along with a request that the Village adopt the Agreement and provide additional support to help keep the initiative progressing forward.

The Agreement, which is to be between the Trust for Public Land, Collier County, the City of Bonita Springs, and the Village, memorializes the framework and responsibilities of the parties in moving the project forward, with particular focus on efforts to obtain the necessary grant funding from state and federal sources. The Agreement is in substantially final form. However, due to the timing of meetings, legal counsel for all the partners have not completed their reviews of the draft. Therefore, the Resolution also authorizes the Village Attorney and Village Manager to accept minor revisions requested by the other partners based on their respective legal reviews, so long as such revisions do not alter the core terms of the Agreement or increase the Village's financial support.

While the Agreement does require the Village to expend funds related to the development of grant applications to the state and federal governments, and to certain other study/survey-related costs, these costs must under the Agreement be pre-

approved by the Village on a case-by-case basis, and the parties will be jointly sharing in these costs which for the Village will be limited to $10,000 (as set forth in the Resolution).

The Resolution also authorizes the Mayor and Manager to send correspondence on behalf of the Village in support of the MPO's grant application efforts, to submit a grant application for SUN Trail funding as a lead agency, and prioritizes the receipt of grants and other funding awards from the state and federal governments as a top legislative priority of the Village.

Action Requested:

Motion to adopt Resolution 2024-24

Process and Timeline:

Once the participating parties have all approved the Agreement, they will continue to work together to obtain the site survey and to develop and submit the grant applications seeking state, federal, and any other funding sources which might be identified as available to help make the project a reality. While this process will take time, should grants be received which would allow the participating parties to advance to next steps, the Village Council will be asked at that time to provide additional direction.

Financial Impact:

The "not to exceed" level of support is established in the Resolution at $10,000. Should further support be requested by the parties, such request will be presented to the Council for consideration.

Prepared by: Steve Sarkozy, Village Manager

Attachments:

1. Resolution No. 2024-24
2. MOA Bert
3. Certificate of Willing Manager Form
4. Village of Estero Letter of Support December 19, 2024

RESOLUTION 2024-24

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING MEMORANDUM OF AGREEMENT WITH OTHER JURISDICTIONS TO CONTINUE THE RAIL TO TRAIL INITIATIVE; AUTHORIZING CONTRIBUTION OF VILLAGE FUNDS TO ASSIST IN CONTINUING THE GRANT APPLICATION PREPARATION PROCESS; AUTHORIZING SUBMISSION OF CORRESPONDENCE TO THE MPO SUPPORTING THE SUBMISSION OF A GRANT APPLICATION; ESTABLISHING PUBLIC ACQUISITION OF THE SEMINOLE RAILROAD RIGHT OF WAY AS A TOP LEGISLATIVE PRIORITY AND DIRECTING VILLAGE LOBBYISTS TO SEEK LEGISLATIVE SUPPORT FOR THE PROJECT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, for many years, the Village of Estero has been a major proponent of the Bonita Estero Rail Trail (BERT), which is a proposal to convert some 15 miles of an unused railroad corridor into an improved recreational trail for bikers, walkers and joggers; and

WHEREAS, the BERT is envisioned to eventually connect with and become part of a larger Florida Gulf Coast Trail network and, ultimately, part of the larger Florida Gulf Coast Trail from Collier County to Tampa; and

WHEREAS, while various planning and lobbying initiatives have occurred already on behalf of the project, both through the effort of supportive government entities as well as non-profit organizations and grass roots citizen support, the Trust for Public Land, Collier County, the City of Bonita Springs, and the Village (the Parties) have been negotiating a Memorandum of Agreement Regarding Bonita Estero Rail Trail (the Agreement), along with a request that the Village adopt the Agreement and provide additional support to help keep the initiative progressing forward; and

WHEREAS, the Agreement, which is to be between the Parties, memorializes the framework and responsibilities of the Parties in moving the project forward, with particular focus on efforts to obtain the necessary grant funding from state and federal sources; and

WHEREAS, The Village Council finds that it is in the best interests of the Village, its residents and its business community to continue to support the realization of the BERT by, in part, adopting this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA THAT:

Section 1. The Memorandum of Agreement Regarding Bonita Estero Rail Trail

(attached to this Resolution and incorporated herein) is hereby adopted. Inasmuch as legal counsel for certain Parties have not yet completed their review of the Agreement, the Village Attorney and Village Manager are authorized to accept minor revisions to the attached Agreement where such revisions do not alter the substance of the Parties' respective duties, nor increase the financial obligation of the Village set forth in Section 2 below.

Section 2. The Village Manager is authorized to expend up to $10,000 to support technical assistance related to the preparation of a federal RAISE grant to secure funds for the purchase of the railroad's right-of-way to allow for the creation of a recreational trail located, in part, within the Village. Such expenditure is expected to be proportional with similar expenditures from other partnering agencies, as determined by the Village Manager.

Section 3. The Mayor and Village Manager are authorized to develop and submit correspondence to the County MPO supporting the MPO's submission of a grant application to the State of Florida's SUN TRAIL program to also provide funding for the purchase of the railroad's right-of-way to allow for the creation of a recreational trail located in part in the Village. The Mayor and Manager are also authorized to participate in the grant application process as a lead agency.

Section 4. The Village Council hereby declares that accomplishing the public acquisition of the Seminole Railroad right-of-way is a top Village legislative priority. Therefore, the Village's lobbyists are directed to make all efforts to obtain legislative financial support for the rail to trail project.

BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

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

DULY ADOPTED with a quorum present and voting this 18th day of December, 2024.

VILLAGE OF ESTERO

ATTEST:

_____
Jon McLain, Mayor

_____
Carol Sacco, Village Clerk

MEMORANDUM OF AGREEMENT
BONITA ESTERO RAIL TRAIL
Located within Lee and Collier Counties, Florida

This Memorandum of Agreement ("Agreement") is made and entered into by and between The Trust for Public Land, a California nonprofit corporation ("TPL"), Collier County, a political subdivision of Florida, by and through its Board of County Commissioners, ("Collier County"), the City of Bonita Springs, a municipal corporation of the State of Florida ("Bonita Springs") and the Village of Estero, a municipal corporation of the State of Florida ("Estero").

WHEREAS, TPL, Collier County, Bonita Springs and Estero desire to acquire an approximately 11.4-mile railroad corridor and associated lands owned by Seminole Gulf Railway, L.P. ("SGLR") located in Lee and Collier Counties as depicted in Exhibit "A" attached hereto (collectively referred to herein as the "Tract"); and

WHEREAS the purpose of said acquisition is to develop a rails to trails projects wherein the railroad right-of-way (ROW) corridor is converted from rails to a pedestrian and bike trail and;

WHEREAS Collier County, Bonita Springs and Estero (and the Lee County Metropolitan Planning Organization) have previously cooperated together to develop and submit a federal grant application to purchase this railroad corridor and develop this rails to trail project and;

WHEREAS, the parties agree that it is in the best interest of Collier County, Estero and Bonita Springs and TPL to cooperate on certain aspects of this project; and

WHEREAS, the TPL has agreed to take the lead in ordering preliminary due diligence products, including but not limited to appraisals, appraisal reviews, boundary surveys or sketches, title search products, environmental assessments and the like in order to facilitate the acquisition of the Tract by Collier County, Bonita Springs and Estero;

NOW, THEREFORE, in consideration of the mutual benefits to Collier County, Bonita Springs, Estero, and TPL it is agreed that:

1. **Parcels Covered by this Agreement:** The Tract of land identified in Exhibit "A", attached, are the only parcels of land subject to this Agreement.

2. **Pre-Acquisition Requirements and Costs:** TPL, when it deems appropriate, will acquire and initially pay for all pre-acquisition due diligence products, including but not limited to appraisals, appraisal reviews, boundary surveys or sketches, title search products, environmental assessments and the like and any other studies, inspections to accurately value and ascertain the actual condition of the Tract ("Pre-Acquisition Costs"). TPL shall follow all the rules and requirements of Collier County, Bonita Springs, and Estero, included herein, so that the due diligence products may be relied upon by all parties. TPL will procure the cost estimate and engagement letter for each of the Pre-Acquisition Costs and allow Collier County,

Bonita Springs and Estero to review for approval prior to engagement. Upon written approval from each party to proceed, TPL will order the due diligence product and then invoice each party for reimbursement. The Pre-Acquisition Costs will be provided to the parties for review and approval and, if approved, split equally between the three (3) parties (Collier County, Bonita Springs, and Estero). TPL shall provide a copy of all due diligence products to all parties within 3 business days after completion.

a. Appraisal(s). Collier County, Bonita Springs, Estero and TPL previously jointly funded the completion of an independent appraisal with an effective date of September 9, 2020. TPL, at its sole cost, has procured an updated appraisal with an effective date of March 13, 2024 completed by the same independent appraiser (the "Appraiser"). TPL will provide a copy of this appraisal report available upon request. Collier County, Bonita Springs, Estero and TPL all likely will require an additional update of the appraisal prior to acquisition and possibly a second independent appraisal report or appraisal review report(s). Parties agree to collaborate with the completion of any appraisal report update, additional appraisal(s) and review appraisal(s).

b. Title Review. TPL has already obtained a title commitment for the Tract, and will be made available to the parties to review. Collier County, Bonita Springs, and Estero may review the title commitment and will provide TPL notice of any title objections.

c. Environmental Site Assessment. TPL will contract with an environmental consultant to conduct a Phase I Environmental Site Assessment ("ESA") of the Tract, naming all parties to this Agreement as intended users that may rely on the report. Should a Phase 2 ESA be recommended, the parties acknowledge that the testing and sampling protocol in Exhibit "B" will be used.

d. Boundary Survey. TPL will contract with a professional land surveyor to conduct an ALTA survey of the Tract. The survey will be certified to all parties that may take title to the Tract or a portion thereof.

3. **Acquisition, Construction, and Management Responsibilities.** Estero, Bonita and Collier County will work to reach agreement regarding collective or cooperative responsibility to raise the acquisition, construction and management funding necessary to complete the trail. The Parties agree to collaborate and coordinate regarding all (outside) funding requests.

4. **Confidentiality:** The parties will maintain the confidentiality of all appraisals. Regardless of anything contained herein, parties governed by Chapter 119, Florida Statutes, shall maintain confidentiality subject to the terms and limitations set forth in section 125.355, F.S. and other applicable law. All parties shall disclose confidential information to their employees on a "need to know" basis only.

5. **Terms and Conditions of Transfer:** TPL holds site control of the Tract pursuant to a binding purchase agreement with SGLR. TPL shall offer the Collier County, Bonita Springs and Estero the opportunity to enter into a purchase agreement with TPL for the of the Tract from TPL subsequent to TPL's acquisition of the Tract.

6. **Notices and Pre-Acquisition Invoices:**
   a. **Collier County** – Amy Patterson County Manager.
   b. **Bonita Springs** – Arleen Hunter, City Manager,
   c. **Estero** – Steve Sarkozy, Village Manager
   d. **TPL** – Doug Hattaway, Southeast Region Conservation Director.

7. **Termination:** Notwithstanding any provision to the contrary, this Agreement shall terminate no later than June 30, 2026. Any Pre-Acquisition Costs incurred by TPL prior to this date will be reimbursed pursuant to the terms herein. Any costs incurred after June 30, 2026 will not be reimbursed.

8. **Assignment of Interest.** No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.

9. **Successors and Assigns**. The Parties each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

10. **Third Party Beneficiaries**. This Agreement does not create any relationship with, or any rights in favor of, any third party.

11. **Severability**. If any provision of this Agreement is declared void by a court of law, all other provisions will remain in full force and effect.

12. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

13. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Venue shall be in Lee County.

14. **Attachments.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

15. **Amendments**. The parties may amend this Agreement only by mutual written agreement of the parties.

16. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

17. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

18. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this Agreement.

19. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

THE TRUST FOR PUBLIC LAND, a

California nonprofit corporation

By:

COLLIER COUNTY, FLORIDA

By:_____

, Chair

Board of County Commissioners

ATTEST:

_____

Clerk

(SEAL)

APPROVED AS TO FORM

_____

Collier County Attorney's Office

CITY OF BONITA SPRINGS

ATTEST (By Corporate Officer)

By:_____ By:

Print:_____ Print:

Title: _____ Title:

VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

By:_____ By:

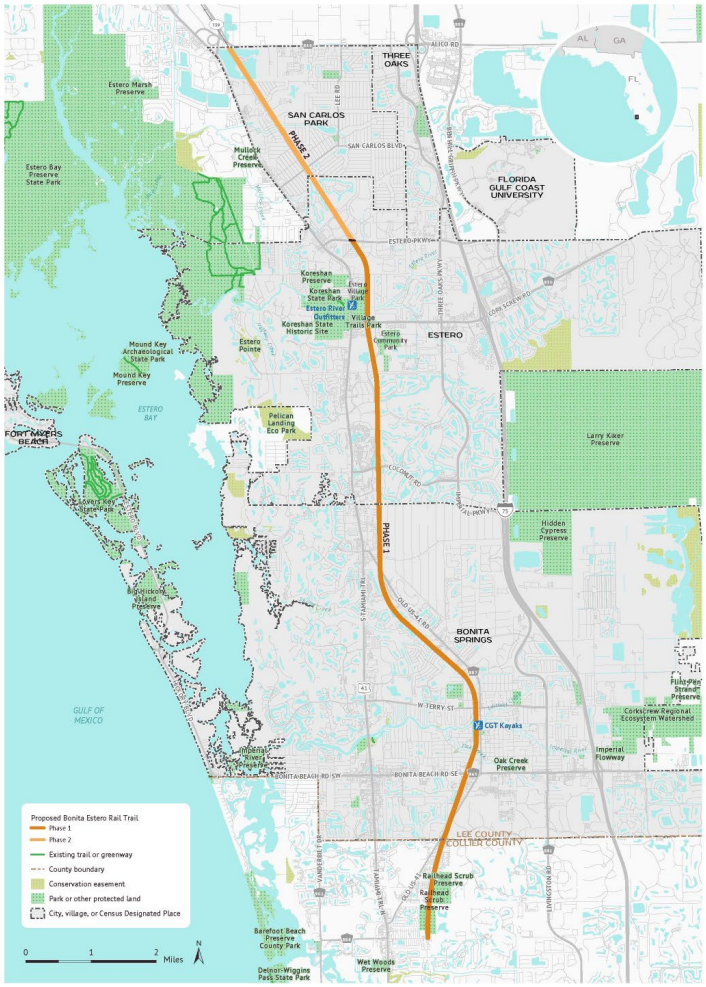
Print:_____ Print:

Title: _____ Title:

EXHIBIT "A"

The Property (Phase 1)

The approximately 11.4-mile corridor from the Northern edge of Estero Parkway south to the corridor's terminus at the northern ROW extension of the Wiggins Pass Road. The segment is depicted on the following graphic and labeled as Phase 1.



Bonita Estero Rail Trail

COLLIER AND LEE COUNTIES

October 24, 2024. Copyright © Trust for Public Land. Trust for Public Land and Trust for Public Land logo are federally registered marks of Trust for Public Land. Information on this map is provided for purposes of discussion and visualization only. www.tpl.org

TRUST FOR PUBLIC LAND

EXHIBIT "B"

Minimum Sampling, Soil Management, and Capping Requirements
For Rails-to-Trails Conversion of Rail Corridors

Buyer Agrees to:

I. Sampling

Surface soils should be sampled as follows (please see attachments for typical sampling layout schematics):

a. Adjacent to any existing or former buildings, bridges, signals, etc.

b. At former switch or rail-to-rail crossings, collect a minimum of 3 composite samples. One composite sample should be obtained at the switch or crossing location, with additional composite samples obtained at 50-foot intervals in either directional along the corridor as illustrated in Figure 1. Each composite sample should consist of 5 specimens (i.e., each composite sample will consist of 5 discreet samples that are mixed together and analyzed as a single sample).

c. Along the remaining rail corridor:

- For corridor less than 0.5-mile long, collect a minimum of 10 composite samples.
- For corridor 0.5 – 0.75 miles long, collect 15 composite samples.
- For corridor 0.75 miles to 1 mile long, collect 20 composite samples. Space the sampling points evenly down corridor, i.e., 20 samples in one mile is one sample about every 250 feet.
- For corridors greater than 1 mile in length, the number of evenly spaced samples to be collected should be calculated as follows:

  Number of Composite Samples = 20 + 5x

  Where x = total corridor length in excess of 1 mile

  As an example, given a 4-mile length of corridor, the number of samples to be collected would equal 20+5*3 or 35 composite samples, which would be spaced approximately every 600 feet.

Each composite sample collected along the corridor should consist of 5 specimens. An illustration of the composite sample configuration for a rail corridor is provided in Figure 2.

d. Samples should be collected from the upper 6 inches of soil taking into consideration State standards concerning direct exposure.

e. Samples should be analyzed for arsenic (SW 846 Method 6010B), lead (SW 846 Method 6010B) and PAH (SW 846 Method 8270C SIM). If the corridor was utilized for electric rail, the samples should also be analyzed for PCB's using SW 846 Method 8082, Method 608 or appropriate state test method.

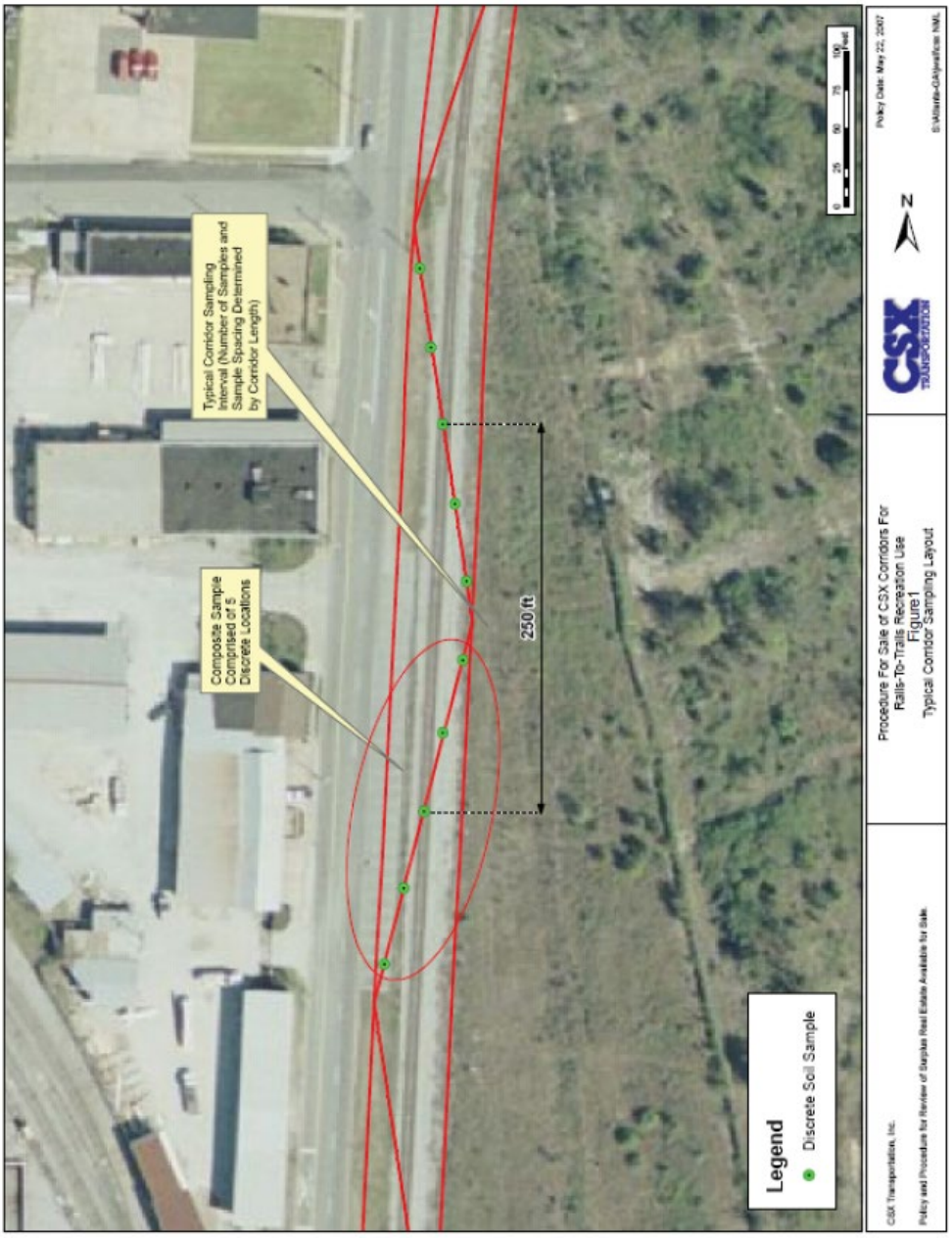
II. Soil Management Plan

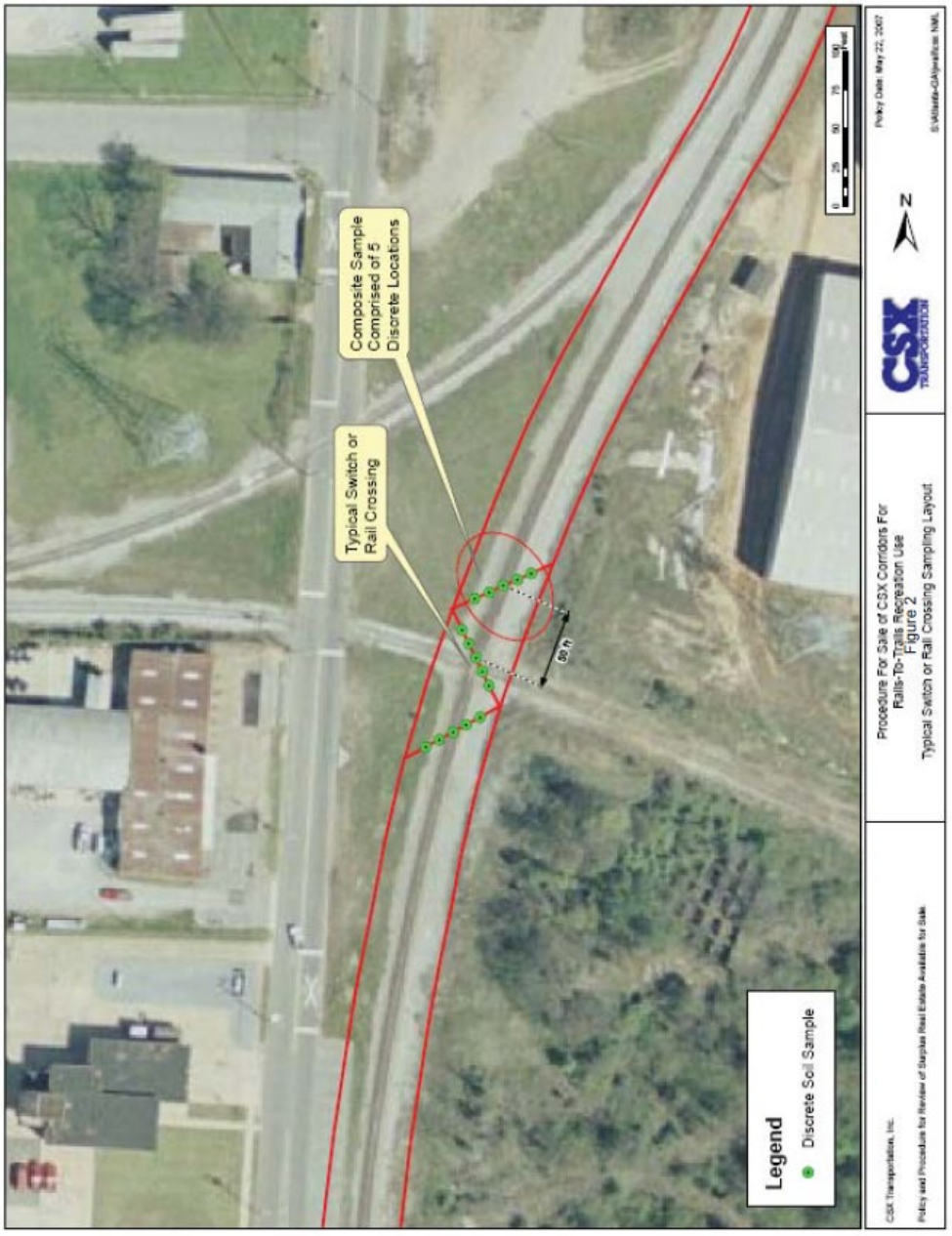
The purchase sale agreement shall require buyer to provide a written soil management plan defining procedures for monitoring the corridor to ensure potential exposure pathways are controlled to reduce risk of exposure to the public to acceptable levels. This plan shall include at a minimum:

- A site plan clearly showing "capped" vs. "un-capped" areas of the corridor
- A detailed description of the cap thickness and method of construction (i.e. soil, concrete, asphalt, etc.);
- A detailed description of methods and procedures to be utilized to prevent users from accessing uncapped areas of the corridor and potentially contacting site soils. This section should include a discussion of signage or other methods to be utilized to communicate to the public the past industrial use of the corridor and the potential for impacted soils to be present;
- Defined procedures for the testing and management of soil that is excavated as part of a construction project on the property, such as culvert or underground utility installation;
- A discussion of inspection and reporting procedures to document (at least annually) the condition of the cap and to reaffirm that un-capped areas of the site are not being accessed or utilized by the public The annual inspection report should identify any deficiencies in the cap and document any changes (including updated site plans) or repairs made to the cap during the inspection period, and any other corrective actions warranted to protect the public from exposure to site soils.

III. Capping

The rail bed, defined as extending from opposite toes-of-slope of the ballast field, if present, or a minimum of 7 feet on either side of the centerline of the former track, shall be graded and capped with pavement or other suitable material to prevent contact with the surface soil. This cap should have a minimum thickness of one to two feet. Actual cap design should be developed on a project-specific basis taking into account specific requirements of State and Local environmental regulation.


Typical Corridor Sampling Interval (Number of Samples and Sample Spacing Determined by Corridor Length)
Composite Sample Comprised of 5 Discrete Locations
250 ft
Legend
Discrete Soil Sample
CSX Transportation, Inc.
Policy and Procedure for Review of Surplus Real Estate Available for Sale.
Procedure For Sale of CSX Corridors For Rails-To-Trails Recreation Use
Figure1
Typical Corridor Sampling Layout
N
Policy Date: May 22, 2007


Composite Sample Comprised of 5 Discrete Locations
Typical Switch or Rail Crossing
60 ft
Legend
Discrete Soil Sample
Procedure For Sale of CSX Corridors For Rails-To-Trails Recreation Use
Figure 2
Typical Switch or Rail Crossing Sampling Layout
CSX TRANSPORTATION
N

Florida Department of Transportation Shared-Use Nonmotorized (SUN) Trail Program

Request for Funding

SUNTRAIL FDOT

SUN Trail funded projects require a non-FDOT governmental entity formally committed to providing maintenance of the project (long-term trail manager). FDOT will enter into an agreement or other form of documented commitment with the entity to ensure that a local sponsor/agency is committed to long-term trail maintenance (long-term trail manager). The managing entity will be responsible for the day-to-day upkeep and daily operation; protection for the trail users; they will reduce safety hazards that occur; and they will ensure a quality level of service is maintained on the facility. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, graffiti removal, mowing, sweeping, sign replacement, shrub trimming, maintenance of drainage, and other regularly scheduled maintenance activities. For trails constructed in the FDOT ROW, FDOT will provide remedial maintenance which involves repairing, replacing, or restoring major components that may have been damaged or destroyed. Minor repairs such as sealing asphalt pavement or repainting may occur every five to ten years, while major repairs may occur every 20 to 25 years. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the district. ALL other maintenance will be the responsibility of the non-FDOT governmental entity. **Submit the Certification of Willing Manager(s) for all proposed trail segments.**

PART VIII – CERTIFICATION OF WILLING MANAGER(S)

Name of Project:

FROM:

Name of Managing Entity:

Name of Contact and Job Title:

Address:

Municipality, State, and Zip Code:

Contact Email:

Contact Telephone Number:

Signature: _____

Print Name:

Title:

Date:

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or at the time of programming funding for any project proposed for a later phase; (2) the information in this “Request for Funding” is true and accurate; (3) to comply with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) to comply with the Americans with Disabilities Act; (5) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; (6) support of other actions necessary to fully implement the proposed project; (7) and you possess authorization to sign the certification of the willing manager.

December 19, 2024

Ms. Robin Birdsong
Statewide SUN Trail Coordinator
Florida Department of Transportation
605 Suwannee Street, MS 19
Tallahassee, Florida 32399-0450

Dear Ms. Birdsong:

The Village of Estero has partnered with the Lee MPO to submit a SUN Trail funding request for $20 million for the Phase 1 acquisition of the SGL Rail corridor from Wiggins Pass Boulevard in Coller County to Estero Parkway in Lee County. The Village is committing $5 million as local match towards this request.

The conversion of this underutilized railroad corridor to an active transportation corridor, to be known as the Bonita Estero Rail Trail (BERT), will connect the communities of Fort Myers, Estero, Bonita Springs and North Naples. For the purpose of meeting the trail maintenance requirements in this application, the Village has signed and dated the *Willing Manager's Form* in this application to maintain and manage BERT within the entire Phase 1 rail corridor after it is built. Note, however, that this trail manager certification by the Village applies only in the interim, and is temporary, until a more permanent solution geared towards a regional trail managership model is determined during the design phase. Whether the regional trail manager tasks are outsourced to an Outdoor Recreation Business or a Professional Trail Manager, or whether they are undertaken by a Community Based Group, or a Land Conservation Organization will be also determined at that time.

BERT will create a safe, alternative transportation route to everyday essential destinations including businesses, health care facilities, schools and community centers. The project would serve more than 70,000 residents living within a 10 minute walk or bike ride of the corridor. Finally, this project is part of State of Florida's Priority Land Trail System, and would establish an essential segment of the larger 420 mile regional Florida Gulf Coast Trail.

Please give all due consideration to this funding request. Should you have any questions or need more information, please do not hesitate to contact me.

Sincerely,

Steve Sarkozy
Village Manager
Village of Estero
9401 Corkscrew Palms Circle, Suite 101
Estero, FL 33928

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

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

Motion to revise Contract Number 24005 GMP Addendum No. 01 to remove the proposed landscaping and irrigation along the sides of the Corkscrew Road pathway, lighting, and landscaping improvements project.

Direct Village Staff and Wright Construction to remove the proposed landscaping and irrigation along the sides of Corkscrew Road and reduce the contract by $1,837,177.

Or

Take no action and proceed with the project as previously approved.

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 obtained in the next 1-2 months. They are not expected to impact construction.

Village Council approved Contract Number 24005 GMP Addendum No. 01 at the November 6, 2024, Village Council meeting and directed Village Staff to determine the cost savings that would be realized by removing the proposed landscaping and irrigation along the sides of Corkscrew Road.

Description:

Village Staff, Johnson Engineering, Wright Construction and their sub-contractor P&T have worked to quantify the scope of work and cost savings that would result from removing the proposed landscaping and irrigation along both sides of Corkscrew Road.

Action Requested:

Motion to revise Contract Number 24005 GMP Addendum No. 01 to remove the proposed landscaping and irrigation along the sides of the Corkscrew Road pathway, lighting, and landscaping improvements project.

Direct Village Staff and Wright Construction to remove the proposed landscaping and irrigation along the sides of Corkscrew Road and reduce the contract by $1,837,177.

Or

Take no action and proceed with the project as previously approved.

Process and Timeline:

Wright Construction has started executing contracts with all sub-contractors, except the landscaping and irrigation contractor. A final decision on this agenda will allow Wright Construction to finalize their contract with the landscape and irrigation contractor.

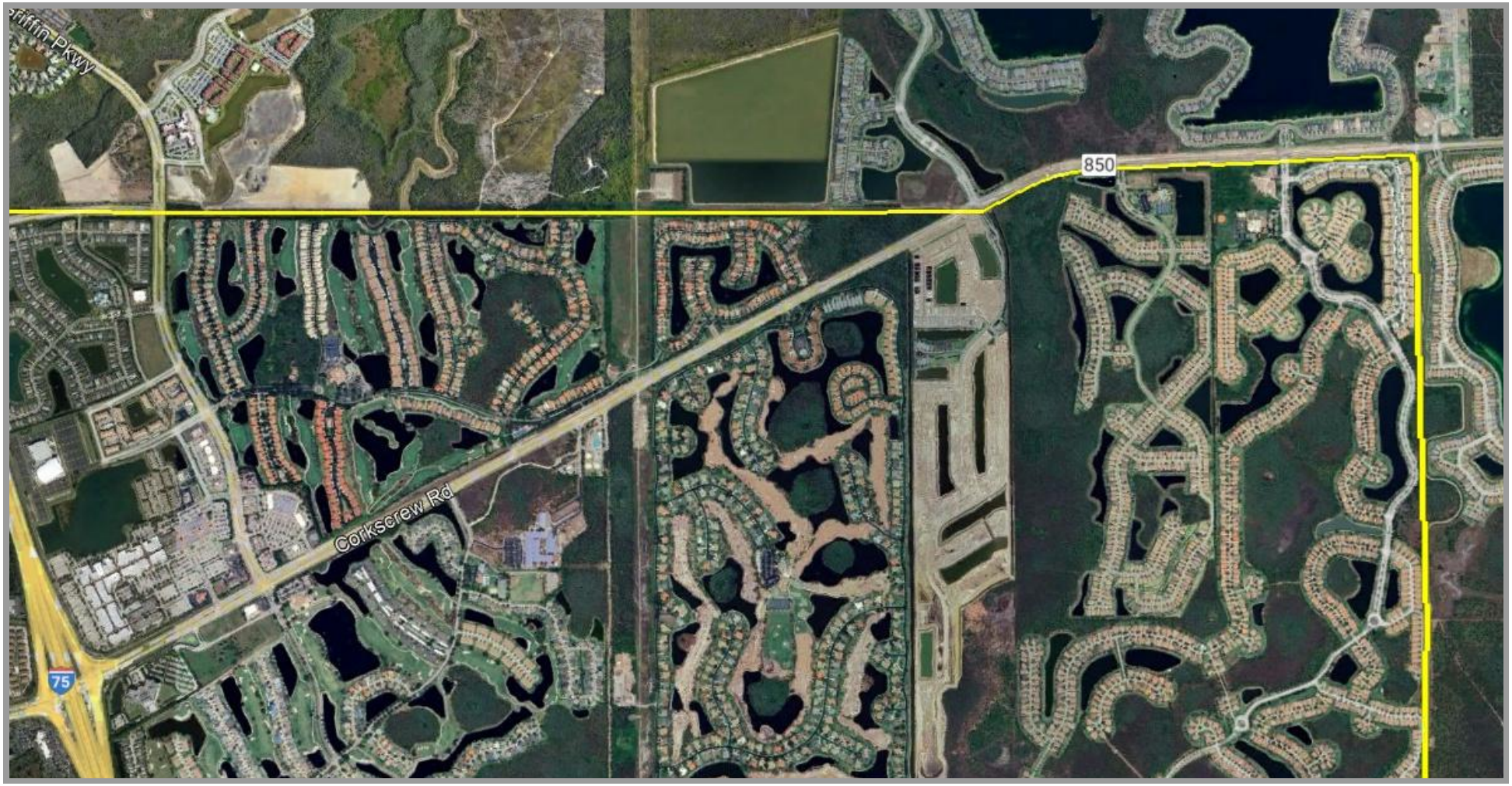
Financial Impact:

If approved, the elimination of the proposed landscaping along both sides of Corkscrew Road would reduce the project cost by $1,837,177.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Landscape Plans
3. Corkscrew Road Landscaping Cost Estimate
4. Corkscrew Road GMP Addendum (previously approved)


Griffin Pkwy
850
Corkscrew Rd
75

VILLAGE OF ESTERO

COMPONENTS OF CONTRACT PLANS SET

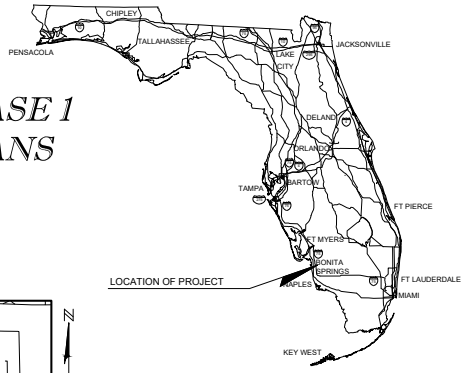
100% LANDSCAPE PLANS

CORKSCREW ROAD WIDENING PHASE 1
LANDSCAPE AND IRRIGATION PLANS

(3.1 MILES)

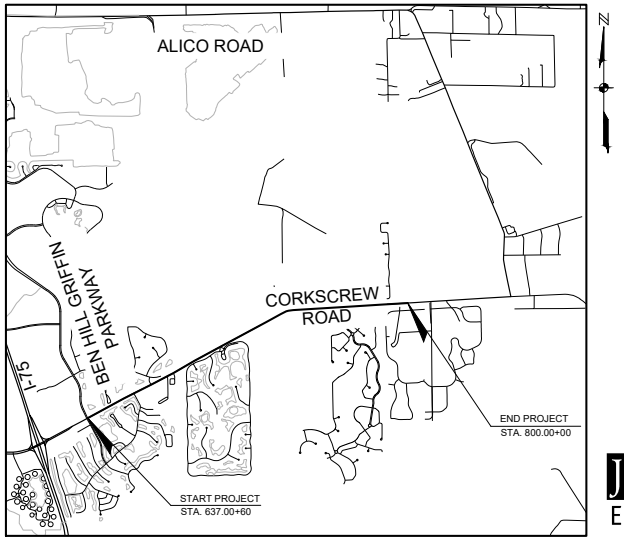
BEN HILL GRIFFIN PARKWAY TO BELLA TERRA BOULEVARD

DESIGN SPEED 45 MPH
COUNTY ROAD NO. 850



Sheet Index

Sheet Number	Sheet Title
C01	COVER
KEY	KEY SHEET
G-01	GENERAL NOTES
T1	LANDSCAPE TABULATIONS
L01-L24	LANDSCAPE PLANS
L25-L27	LANDSCAPE DETAILS
L28	LANDSCAPE NOTES
IRKEY	IRRIGATION KEY SHEET
T2	IRRIGATION TABULATIONS
IR01-IR25	IRRIGATION PLANS
IR26-IR30	IRRIGATION DETAILS
IR31	IRRIGATION NOTES



LOCATION MAP

0 1 2
(INTENDED DISPLAY SCALE: 1"=1 mi)

NOTICE TO ALL CONTRACTORS

IT'S THE LAW IN FLORIDA
2 BUSINESS DAYS BEFORE
YOU DIG
CALL SUNSHINE
1-800-432-4770

STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.

GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2020-21 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 2021 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/Specbooks

Lane closures to be coordinated with Lee County Department of Transportation staff.

UTILITIES PROVIDING SERVICE:

WATER/SEWER:
LEE COUNTY UTILITIES
1500 MONROE STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 533-8181

TRASH COLLECTION:
WASTE PRO
13110 RICKENBACKER PARKWAY
FORT MYERS, FLORIDA 33913
PHONE: (239) 337-0800

ELECTRIC:
FLORIDA POWER & LIGHT COMPANY
13634 WINKLER ROAD
FORT MYERS, FLORIDA 33908
PHONE: (239) 415-1326

FIRE DISTRICT:
SAN CARLOS PARK FIRE DISTRICT
16901 ISLAND PARK ROAD
FORT MYERS, FLORIDA 33913
PHONE: (239) 267-7525

CABLEVISION:
COMCAST
12641 CORPORATE LAKES DRIVE
FORT MYERS, FLORIDA 33913
PHONE: (800) 266-2278

TELEPHONE:
CENTURY LINK
1520 LEE STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 336-2000

GAS:
TECO PEOPLES GAS
3501 ENTERPRISE PARKWAY
FORT MYERS, FLORIDA 33905
PHONE: (877) 832-6747

MARCH, 2024

JOHNSON ENGINEERING

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

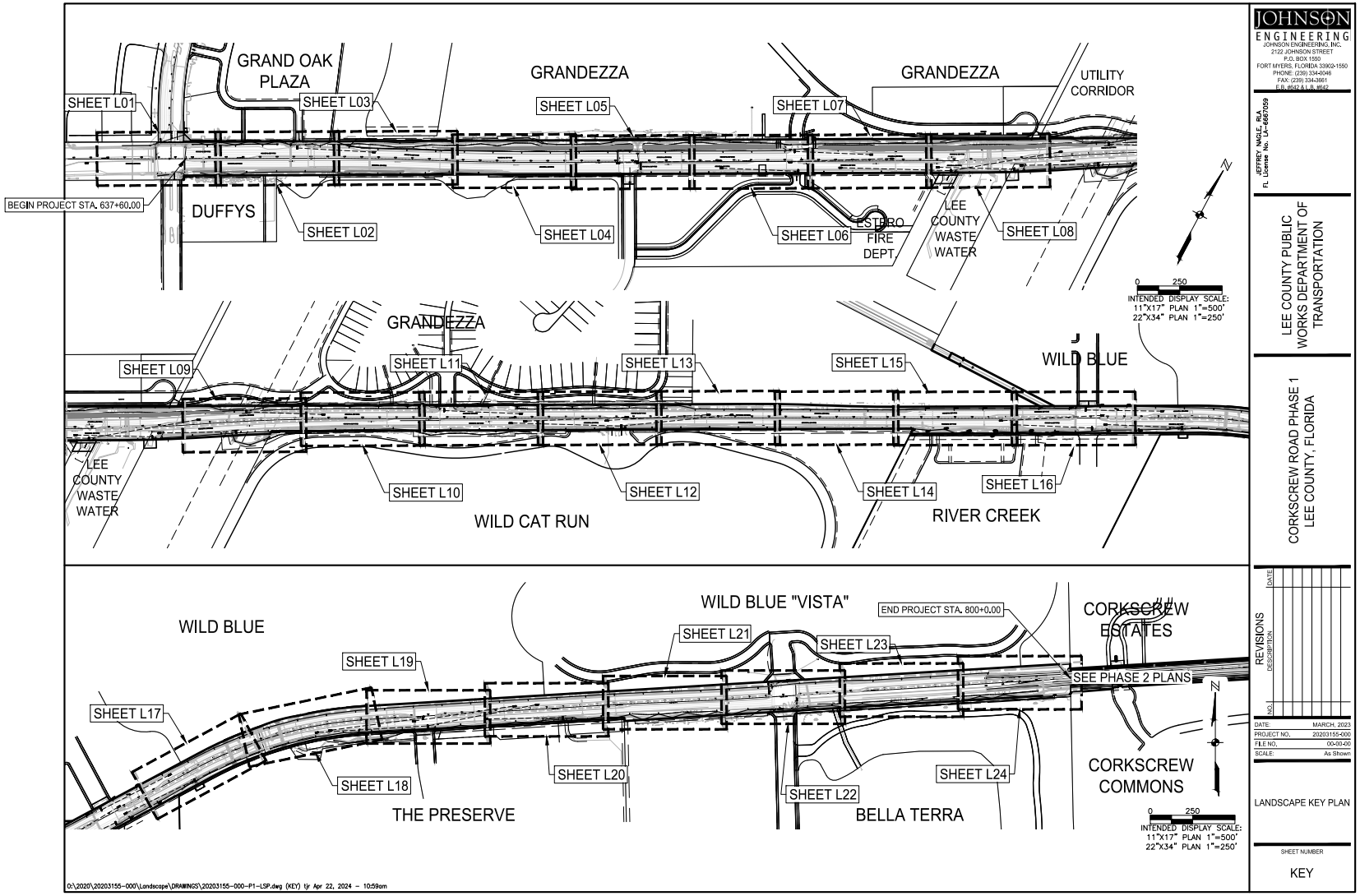
REGISTERED LANDSCAPE ARCHITECT
FLORIDA LICENSE NO. LA-6667059

JEFFREY NAGLE, RLA

DATE

SHEET C01

\\ftms01\Drawings\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-COV.dwg (COVER) gsb Apr 22, 2024 - 4:29pm


GRAND OAK PLAZA
GRANDEZZA
GRANDEZZA
UTILITY CORRIDOR
SHEET L01
SHEET L03
SHEET L05
SHEET L07
BEGIN PROJECT STA. 637+60.00
DUFFYS
SHEET L02
SHEET L04
SHEET L06
ESTERO FIRE DEPT.
LEE COUNTY WASTE WATER
SHEET L08
0 250
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=500'
22"X34" PLAN 1"=250'
GRANDEZZA
WILD BLUE
SHEET L09
SHEET L11
SHEET L13
SHEET L15
LEE COUNTY WASTE WATER
SHEET L10
SHEET L12
SHEET L14
SHEET L16
WILD CAT RUN
RIVER CREEK
WILD BLUE
WILD BLUE "VISTA"
END PROJECT STA. 800+0.00
CORKSCREW ESTATES
SHEET L19
SHEET L21
SHEET L23
SEE PHASE 2 PLANS
SHEET L17
SHEET L18
SHEET L20
SHEET L22
SHEET L24
CORKSCREW COMMONS
THE PRESERVE
BELLA TERRA
0 250
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=500'
22"X34" PLAN 1"=250'
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (KEY) tjr Apr 22, 2024 - 10:59am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
F.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO.
DESCRIPTION
DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE KEY PLAN
SHEET NUMBER
KEY

GENERAL NOTES

1. GOVERNING SPECIFICATIONS:
   THE MOST CURRENT EDITION OF FLORIDA DEPARTMENT OF TRANSPORTATION, DIVISION II AND III OF THE FLORIDA DEPARTMENT OF TRANSPORTATION "MANUAL OF UNIFORM DESIGN STANDARDS FOR CONSTRUCTION AND MAINTENANCE FOR STREETS AND HIGHWAYS" (AKA GREENBOOK).
2. ANY PUBLIC LAND CORNER WITHIN THE ROADWAY LIMITS IS TO BE PROTECTED. IF A CORNER MONUMENT IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHOULD NOTIFY THE VILLAGE OF ESTERO PROJECT MANAGER WITHOUT DELAY.
3. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL REMAIN, UNLESS OTHERWISE NOTED.
4. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED. THE CONTRACTOR IS RESPONSIBLE FOR UTILITY COORDINATION.
5. ALL WORK PERFORMED WITHIN THE LEE COUNTY/ VILLAGE OF ESTERO PROJECT LIMITS PROPERTY SHALL BE DONE IN ACCORDANCE WITH THE MOST CURRENT EDITIONS OF:
   A. FDOT STANDARD PLANS
   B. FDOT DESIGN MANUAL (FDM)
6. ALL AREAS IN THE PROPERTY DISTURBED DURING CONSTRUCTION SHALL BE RESTORED, COMPACTED, SODDED (SAND GROWN ARGENTINE BAHIA –PASPALUM NOTATUM 'ARGENTINE'), ROLLED AND WATERED IN CONFORMANCE WITH THE FDOT STANDARD PLANS.
7. EXISTING SITE GRADING AND DRAINAGE FLOWS SHALL NOT BE ALTERED. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY GRADING OR STRUCTURE REPAIR TO A PRE–EXISTING CONDITION AS A RESULT OF HIS/HER WORK RELATES TO THE LANDSCAPE AND IRRIGATION INSTALLATION FOR THIS PROJECT.
8. ALL EXISTING TRAFFIC SIGNS AND PAVEMENT MARKINGS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE FDOT STANDARD PLANS..
9. MAINTENANCE OF TRAFFIC PLAN FOR WORK ZONES SHALL BE IN CONFORMANCE WITH ALL APPLICABLE INDICES OF THE FDOT STANDARD PLANS, ACCORDING TO THE TYPE OF ROADWAY AND THE TYPE OF WORK BEING PERFORMED.
10. MAINTENANCE OF TRAFFIC PLAN MUST INCLUDE FDOT STANDARD PLANS, PEDESTRIAN CONTROL CLOSURE OF SIDEWALKS.
11. VILLAGE OF ESTERO DOES NOT CERTIFY THE LOCATION OR EXISTENCE OF ANY UNDERGROUND UTILITIES, NOR AS TO THE SOIL OR GROUND CONDITIONS, AND ASSUMES NO LIABILITY FOR SUCH. THE LOCATION OF UNDERGROUND UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. BEFORE WORKING IN AN AREA, THE CONTRACTOR SHALL GUARANTEE THAT ALL UNDERGROUND UTILITIES HAVE BEEN LOCATED.
12. THE CONTRACTOR SHALL CONDUCT SITE INVESTIGATIONS TO SATISFY HIM/HERSELF WITH THE EXISTING TOPOGRAPHY AND GENERAL CONDITION OF THE AREA OF WORK. ANY FAILURE BY THE CONTRACTOR TO ACQUAINT HIM/HERSELF WITH THE AVAILABLE INFORMATION AND FIELD CONDITIONS WILL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR ESTIMATING PROPERTY DIFFICULTY OR COST OF SUCCESSFULLY PERFORMING THE WORK.
13. THE VILLAGE OF ESTERO PROJECT MANAGER SHALL BE CONSULTED TO MAKE ANY REQUIRED INTERPRETATIONS OF THE PLANS. HOWEVER, THIS IN NO WAY RELIEVES THE CONTRACTOR OF HIS/HER RESPONSIBILITY FOR CONSTRUCTING THE PROJECT IN ACCORDANCE WITH THE INTENT OF THE PLANS. THE CONTRACTOR SHALL REFER TO THE CONTRACT DOCUMENTS FOR SCOPE OF WORK.
14. THE QUANTITIES AS PROVIDED IN THE SUMMARY OF ESTIMATED QUANTITIES ARE APPROXIMATE ONLY AND NO CLAIM SHALL BE MADE AGAINST THE VILLAGE OF ESTERO FOR ANY EXCESS OR DEFICIENCY. ANY DISCREPANCIES BETWEEN THE PLANS AND FIELD CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE VILLAGE OF ESTERO PROJECT MANAGER PRIOR TO COMPLETION OF WORK. ACTUAL LIMITS MAY BE SET IN THE FIELD AS DIRECTED BY THE VILLAGE OF ESTERO PROJECT MANAGER. EACH ITEM LISTED IN SUMMARY OF ESTIMATED QUANTITIES IS TO INCLUDE ALL WORK AND MATERIALS NECESSARY TO COMPLETE THE ITEM. PAYMENT FOR CONTRACT ITEMS WILL BE BASED ON ACTUAL FIELD (IN–PLACE) MEASUREMENTS OF THE COMPLETED ITEMS, READY FOR SERVICE AND ACCEPTED BY THE VILLAGE OF ESTERO PROJECT MANAGER.
15. REQUIRED WORK NOT ITEMIZED UNDER SUMMARY OF ESTIMATED QUANTITIES OR SPECIAL PROVISIONS SHALL BE INCIDENTAL TO THE CONTRACT.
16. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES, INCLUDING TEMPORARY PAVEMENT MARKING AND SIGNAGE, IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUTCD) MOST RECENT EDITION, AND THE CURRENT FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD PLANS.
17. THE CONTRACTOR SHALL PREVENT THE TRANSPORT OF SEDIMENT, DUST, AND DEBRIS FROM THE CONSTRUCTION SITE USING COMMONLY ACCEPTED METHODS INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF BALED HAY OR STRAW BARRIERS, SEDIMENTATION BASINS WITH TEMPORARY SWALES, SILT BARRIERS, WIND FENCING, AND/OR TRASH RETAINERS IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) OR AS DIRECTED BY THE VILLAGE OF ESTERO PROJECT MANAGER. THE CONTRACTOR SHALL PROVIDED ALL NECESSARY EROSION AND SEDIMENT CONTROL PRIOR TO ANY CONSTRUCTION, IN COMPLIANCE WITH FDOT'S EROSION AND SEDIMENT CONTROL MANUAL AND STANDARD SPECIFICATIONS SECTION 104. THE CONTRACTOR SHALL ALSO MAINTAIN THE COMPLETION OF CONSTRUCTION AND ESTABLISHMENT OF PERMANENT EROSION CONTROL MEASURES.
18. THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECOGNIZING AND PRESERVING ALL VERIFIED WETLAND BOUNDARIES AND BUFFER AREAS ON THE SITE PRIOR TO INITIAL ACTIVITIES. THE EXISTING DELINEATION OF THESE AREAS SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD AND BE READILY DISCERNIBLE TO CONSTRUCTION PERSONNEL.
19. ALL WORK PERFORMED SHALL COMPLY WITH ALL APPLICABLE REGULATIONS AND THE ORDINANCES OF THE VARIOUS GOVERNMENT AGENCIES HAVING JURISDICTION OVER THE WORK PERFORMED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PENALTIES/FINES LEVIED DUE TO WORK THAT IS NOT IN ACCORDANCE WITH PERMIT CONDITIONS.
20. THE CONTRACTOR SHALL REMOVE OBJECTIONABLE SUB–SURFACE OBJECTS THAT INTERFERE WITH THE LANDSCAPE AND IRRIGATION INSTALLATION TO A MINIMUM DEPTH OF FOUR (4) FEET BELOW GRADE, OR AS OTHERWISE DIRECTED BY THE VILLAGE OF ESTERO PROJECT MANAGER OR PLANS. OBJECTIONABLE MATERIALS TO BE REMOVED, SHALL BE DISPOSED OF AS DIRECTED BY THE VILLAGE OF ESTERO PROJECT MANAGER. ALL MATERIALS NOT CLAIMED BY VILLAGE OF ESTERO OR LEE COUNTY SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AREAS PROVIDED BY THE CONTRACTOR. EXCESS MATERIALS RESULTING FROM EXCAVATION SHALL BE REMOVED BY THE CONTRACTOR AT CONTRACTOR'S COST UNLESS OTHERWISE INDICATED BY THE VILLAGE OF ESTERO PROJECT MANAGER.
21. THE CONTRACTOR SHALL NOT REMOVE EXISTING TREES LOCATED WITHIN THE PROPERTY AND SLOPE EASEMENTS THAT ARE IN CONFLICT WITH THE IMPROVEMENTS UNLESS OTHERWISE INDICATED ON THE PLANS OR AS SPECIFIED BY THE VILLAGE OF ESTERO PROJECT MANAGER.
22. ALL EXISTING FENCES, SHRUBBERY, SPRINKLERS, ETC. LOCATED WITHIN THE ROADWAY LIMITS ARE TO REMAIN UNLESS OTHERWISE SPECIFIED ON THE PLANS OR AS DIRECTED BY THE VILLAGE OF ESTERO PROJECT MANAGER. THE CONTRACTOR SHALL CONTACT THE PROPERTY OWNER 96 HOURS PRIOR TO CLEARING AND GRUBBING EXISTING SPRINKLER SYSTEMS, SIGNS, OR LANDSCAPING TO BE REMOVED WITHIN THE PROJECT LIMITS.
23. ANY MAILBOX WITHIN THE ROADWAY LIMITS IS TO REMAIN. REMOVAL AND RELOCATION OF MAILBOXES IS INCIDENTAL TO THE CONTRACT. REPLACEMENT OF MAILBOXES DAMAGED DURING REMOVAL AND RELOCATION IS THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE INSTALLED IN COMPLIANCE WITH THE UNITED STATES POSTAL REQUIREMENTS.
24. COMPACTION REQUIREMENTS SHALL CONFORM TO SECTIONS 120 AND 125 OF THE FDOT STANDARD SPECIFICATIONS UNLESS OTHERWISE PROVIDED FOR IN THE PLANS AND SPECIFICATIONS. SPECIAL ATTENTION IS DIRECTED TO THE FACT THAT PORTIONS OF SOME DRAINAGE STRUCTURES EXTEND INTO THE STABILIZED PORTION OF THE ROADBED AND EXTREME CAUTION WILL BE NECESSARY IN STABILIZATION OPERATIONS AT THESE LOCATIONS.
25. ANY EXISTING PAVEMENT THAT IS TO BE REMOVED MUST BE SAW–CUT PRIOR TO REMOVAL. WHERE CONNECTIONS TO EXISTING WALKS AND DRIVES ARE NOT INDICATED ON THE PLANS, PROPER CONNECTIONS SHALL BE MADE AT THE DIRECTION OF THE VILLAGE OF ESTERO PROJECT MANAGER.
26. THE CONTRACTOR SHALL PROVIDE ALL SHEETING, SHORING AND BRACING REQUIRED TO MEET THE REQUIREMENTS OF THE "TRENCH SAFETY ACT" AND NOT TO PROTECT ADJACENT STRUCTURES OR TO MINIMIZE TRENCH WIDTH. WHERE A SEPARATE PAY ITEM IS NOT PROVIDED, THE COST OF ALL SHEETING, SHORING AND BRANCHING REQUIRED SHALL BE INCLUDED IN THE CONTRACT PRICE FOR THE ITEM OF WORK FOR WHICH SHEETING, SHORING AND BRACING IS REQUIRED.
27. NO SOIL MATERIAL SHALL BE APPLIED TO OR COVER ANY MANHOLE COVERS, FRAMES, VALVE BOXES, GAS DROPS, ETC.
28. ALL EXISITING AND PROPOSED UTILITY AND STORM SEWER STRUCTURES WHOSE TOPS WILL BE EXPOSED WITHIN UNFENCED AREAS SUBJECT TO VEHICULAR, BICYCLE OR PEDESTRIAN TRAFFIC SHALL BE ADJUSTED IF NECESSARY TO COMPLETE THE LANDSCAPE AND IRRIGATION INSTALLATION FOR THIS PROJECT SO THAT THE TOP SURFACE OF COVERS OR FRAMES SHALL BE NO MORE THAN ONE QUARTER INCH ABOVE THE FINISHED GRADE. WHERE SODDING IS APPLIED "FINISHED GRADE" SHALL BE THE NOMINAL HEIGHT OF GRASS AFTER SOD IS FIRMLY PLACED. THIS NOTE DOES NOT APPLY TO THOSE ON TRAVEL LANES, BICYCLE FACILITIES OR SIDEWALKS.
29. ALL STATIONS AND OFFSETS REFER TO THE CENTER LINE OF CONSTRUCTION UNLESS OTHERWISE NOTED. DIMENSIONS REFER TO THE EDGE OR PAVEMENT (E/P) UNLESS OTHERWISE NOTED.
30. ALL EXISTING STRUCTURES AND STORMWATER FACILITIES LOCATED WITHIN THE PROJECT LIMITS SHALL BE CLEANED PRIOR TO ACCEPTANCE OF CONTRACT. THE CONTRACTOR SHALL NOTIFY ALL EMERGENCY AND RESCUE AGENCIES LOCATED IN THE PROJECT VICINITY AS WELL AS THE VILLAGE OF ESTERO PROJECT MANAGER IN WRITING 14 DAYS IN ADVANCE OF ANY LANE CLOSURED OR RESTRICTIONS, AND AGAIN 24 HOUSE IN ADVANCE.
31. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC PLAN TO VILLAGE OF ESTERO AND LEE COUNTY D.O.T. DIVISION FOR APPROVAL AND SHALL NOT COMMENCE CONSTRUCTION PRIOR TO THE APPROVAL OF THE MAINTENANCE OF TRAFFIC PLANS.
32. THE CONTRACTOR WILL BE RESPONSIBLE FOR OBTAINING COPIES OF ALL REQUIRED MANUALS, MUTCD, FDOT STANDARD PLANS, OR OTHER RELATED DOCUMENTS, SO TO BECOME FAMILIAR WITH THEIR REQUIREMENTS. STRICT ADHERENCE TO THE REQUIREMENTS OF THE MAINTENANCE OF TRAFFIC ('MOT') POLICY WILL BE ENFORCED UNDER THIS CONTRACT. IF MOT IS REQUIRED, MOT IS TO BE PROVIDED WITHIN TEN (10) DAYS OF RECEIPT OF NOTICE OF AWARD.
33. THE CONTRACTOR SHALL NOT, DURING OR AFTER CONSTRUCTION, INTRODUCE ANY FORM OF UNPERMITTED STORMWATER DISCHARGE INTO THE RIGHT–OF–WAY EASEMENTS.
34. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE AND COMPLY WITH ALL APPLICABLE STATE AND/OR COUNTY ORDINANCE AND PERMITS.
35. ALL MATERIALS USED INSIDE THE PROPERTY SHOULD BE APPROVED PRIOR TO PLACEMENT ON LEE COUNTY PROPERTY. DELIVERY TICKETS OF THE MATERIALS SHALL BE PROVIDED TO VILLAGE OF ESTERO PROJECT MANAGER.
36. THE CONTRACTOR IS RESPONSIBLE FOR RESOLVING ANY UTILITY CONFLICTS BEFORE CONSTRUCTION BEGINS. ALL CONFLICTING UTILITIES MUST BE ADJUSTED AT THE CONTRACTOR'S EXPENSE. A SEPARATE UTILITY PERMIT MAY BE REQUIRED TO BE OBTAINED FOR ANY UTILITY WORK OR DIRECTIONAL BORE WITHIN ROADWAY LIMITS.
37. ON THE DATE OF NOTICE TO PROCEED (NTP) FOR THE LANDSCAPING, IRRIGATION AND LIGHTING PROJECT, THE WORK SPECIFIED IN THE SITE MAINTENANCE SECTION SHALL BEGIN.

NOTICE TO ALL CONTRACTORS

IT'S THE LAW IN FLORIDA
2 BUSINESS DAYS BEFORE YOU DIG
CALL SUNSHINE
1–800–432–4770

STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.

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

JEFFREY NAGLE, RLA
FL License No. LA–6667059

LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION

CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA

REVISIONS

NO.	DESCRIPTION	DATE

DATE:	MARCH, 2023
PROJECT NO.	20203155-000
FILE NO.	00-00-00
SCALE:	As Shown

GENERAL NOTES

SHEET NUMBER
G01

O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-DET.dwg (G01) tjr Feb 29, 2024 - 12:48pm

PLANT SCHEDULE PHASE1

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	HT		REMARKS
TREES							
	BB	19	Bucida buceras `Shady Lady`	Shady Lady Black Olive	10` Ht, 2" Cal, 4` Spr		Native
	CB	5	Cassia bakeriana	Wishing Tree	10` Ht, 2" Cal, 4` Spr		Non-Native
	CES	12	Conocarpus erectus `Sericeus`	Silver Buttonwood	10` Ht, 2" Cal, 4` Spr		Native
	CS2	11	Cordia sebestena	Orange Geiger Tree	10` Ht, 2" Cal, 4` Spr		Native
	LS	65	Lagerstroemia speciosa	Queen`s Crape Myrtle	10` Ht, 2" Cal, 4` Spr		Non-Native
	PE	217	Pinus elliotti `Densa`	South Florida Slash Pine	Mixed Heights - 11`, 13`, 15`,4` Sprd., 2" Cal. min.		Native
	QV3	150	Quercus virginiana	Live Oak	10` Ht, 2" Cal, 4` Spr		Native
	TC	11	Tabebuia caraiba	Yellow Tabebuia	10` Ht, 2" Cal, 4` Spr		Non-Native
	TH	22	Tabebuia heterophylla	Pink Tabebuia	10` Ht, 2" Cal, 4` Spr		Non-Native
	TD	93	Taxodium distichum	Bald Cypress	10` Ht, 2" Cal, 4` Spr		Native
PALM TREES							
	PRT	10	Phoenix roebelenii	Triple Pygmy Date Palm	6` OA, Triple Trunk, B & B		Non-Native
	PES	30	Ptychosperma elegans	Solitaire Palm	10` Ct, Matched		Non-Native
	RE	44	Roystonea elata	Florida Royal Palm	10` Ct		Native
	SP	184	Sabal palmetto	Cabbage Palm	14`, 16`, &18` CT., Field Dug, Booted		Native
	TR	50	Thrinax radiata	Florida Thatch Palm	8` Ht		Native
	VA	78	Veitchia arecina	Montgomery Palm	10` Ht		Non-Native
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	HT	SPACING	REMARKS
SHRUBS							
	AD	251	Acrostichum danaeifolium	Leather Fern	3 Gal, 24` Ht	60" o.c.	Native
	CIH	820	Chrysobalanus icaco `Horizontalis`	Horizontal Cocoplum	3 gal	48" o.c.	Native
	CIR	259	Chrysobalanus icaco `Red Tip`	Red Tip Cocoplum	3 gal	36" o.c.	Native
	CG	34	Clusia guttifera	Small-Leaf Clusia	36" Ht., Full	48" o.c.	Non-Native
	CE15	32	Conocarpus erectus sericeus	Silver Button Wood	15 gal	96" o.c.	Native
	CA	39	Crinum augustum	Green Crinum Lily	7 gal, 24" Ht	48" o.c.	Non-Native
	CAQ	103	Crinum augustum `Queen Emma`	`Queen Emma` Crinum	7 gal, 24" Ht	48" o.c.	Non-Native
	FM	1,963	Ficus microcarpa `Green Island`	Green Island Ficus	3 Gal, 12" Ht, Full	24" o.c.	Non-Native
	HPC	482	Hamelia patens `Compacta`	Dwarf Firebush	3 gal	60" o.c.	Native
	ICM	195	Ixora coccinea `Maui`	Maui Ixora	3 gal	36" o.c.	Non-Native
	ICN	249	Ixora coccinea `Nora Grant`	Nora Grant Ixora	3 gal	36" o.c.	Non-Native
	MC2	381	Myrica cerifera	Wax Myrtle	3 gal	36" o.c.	Native
	NO	50	Nerium oleander	Oleander	5` Ht	120" o.c.	Non-Native
	NOW	18	Nerium oleander White	White Oleander	5` Ht	120" o.c.	Non-Native
	NOP	168	Nerium oleander `Petite Pink`	Petite Pink Oleander	3 gal	36" o.c.	Non-Native
	SRG	533	Serenoa repens	Green Saw Palmetto	24" HT., 24" SPRD.	60" o.c.	Native
	SRS	67	Serenoa repens sericea	Silver Saw Palmetto	24" HT., 24" SPRD.	60" o.c.	Native
	SR	110	Strelitzia reginae	Orange Bird Of Paradise	7 gal, 24" Ht	60" o.c.	Non-Native
	ZF	12	Zamia furfuracea	Cardboard Palm	7 gal, 24" Ht	60" o.c.	Non-Native
	ZP	711	Zamia pumila	Coontie	3 gal	48" o.c.	Native

GROUND COVERS

AG	16,242	Arachis glabrata	Perennial Peanut	1 gal	16" o.c.	Non-Native
BHJ	1,621	Bougainvillea x `Helen Johnson`	Compact Bougainvillea	3 Gal	30" o.c.	Non-Native
DT	289	Dianella tasmanica `Blueberry`	Blueberry Flax Lily	3 Gal, 12" Ht	24" o.c.	Non-Native
DB	1,371	Dietes bicolor	Yellow African Iris	1 Gal., 12" Ht	36" o.c.	Non-Native
DV	203	Dietes vegeta	White African Iris	1 Gal., 12" Ht	36" o.c.	Non-Native
EE	77	Eragrostis elliottii	Elliot's Love Grass	1 Gal., 12" Ht	24" o.c.	Native
ES	110	Eragrostis spectabilis	Purple Lovegrass	1 Gal., 12" Ht	24" o.c.	Native
EI	504	Ernodea littoralis	Golden Creeper	12" Ht., 1 Gal.	30" o.c.	Native
MS	4,321	Mimosa strigillosa	Sunshine Mimosa	1 Gal	12" o.c.	Native
MC3	7,744	Muhlenbergia capillaris	Pink Muhly Grass	1 Gal., 12" Ht	36" o.c.	Native
PS	3,682	Pennisetum setaceum `Alba`	White Fountain Grass	1 Gal., 12" Ht	30" o.c.	Non-Native
SB	11,661	Spartina bakeri	Sand Cordgrass	1 Gal., 12" Ht	36" o.c.	Native
TD2	1,397	Tripsacum dactyloides	Fakahatchee Grass	1 Gal., 12" Ht	48" o.c.	Native
TF	7,816	Tripsacum floridanum	Dwarf Fakahatchee Grass	1 Gal., 12" Ht	30" o.c.	Native

REFERENCE NOTES SCHEDULE PHASE1

SYMBOL	DESCRIPTION	QTY
	Pine Straw Mulch, 3" Depth in Proposed Areas	154,874 sf

SYMBOL	DESCRIPTION	QTY
	Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds	2,310 cy

NOTICE TO ALL CONTRACTORS

IT'S THE LAW IN FLORIDA
2 BUSINESS DAYS BEFORE YOU DIG
CALL SUNSHINE
1-800-432-4770

STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.

BEFORE YOU DIG
STOP
CALL SUNSHINE
1-800-432-4770
AVOID DAMAGE TO UNDERGROUND FACILITIES

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

JEFFREY NAGLE, RLA
FL License No. LA-6667059

LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION

CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA

REVISIONS

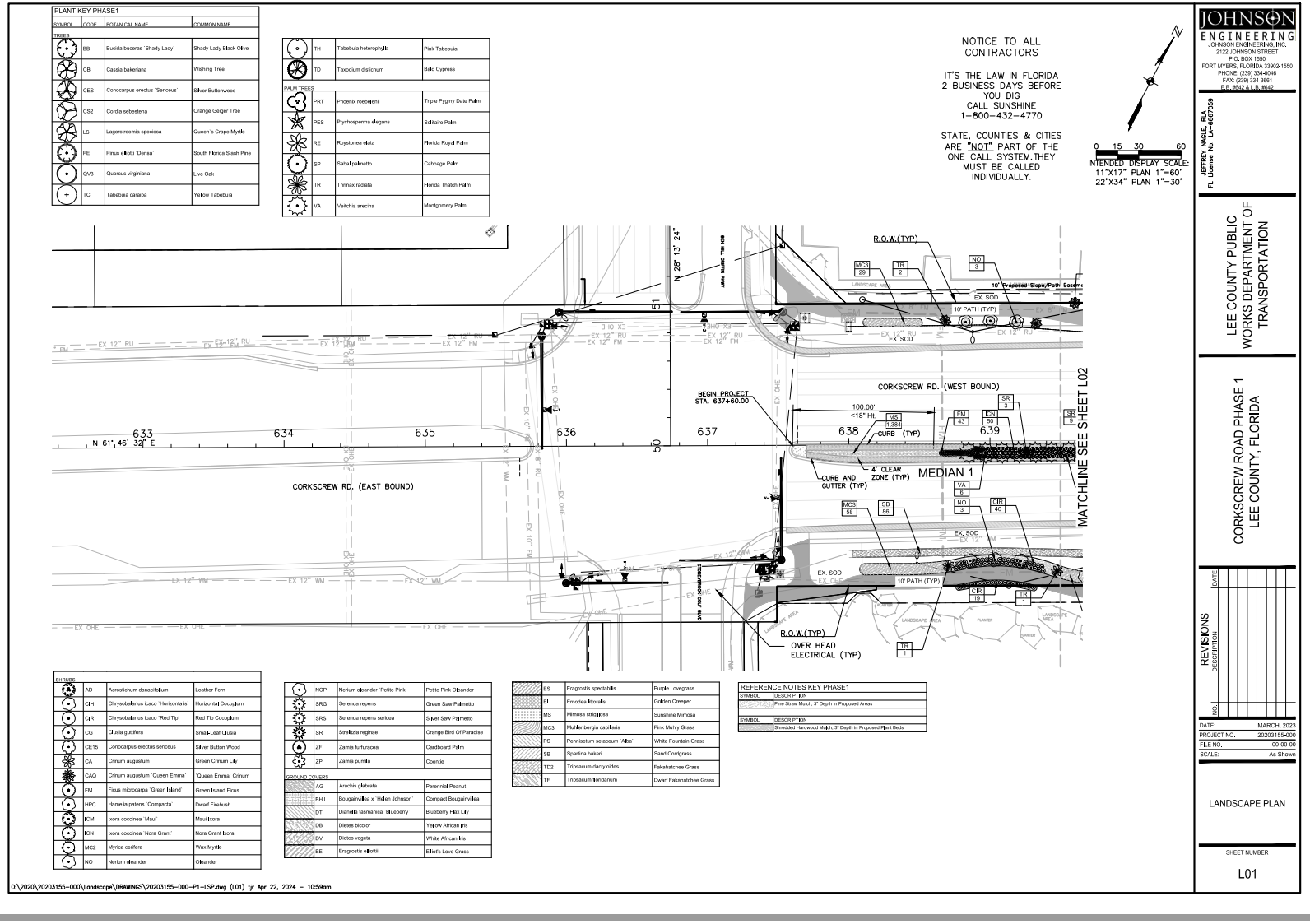
NO.	DESCRIPTION	DATE

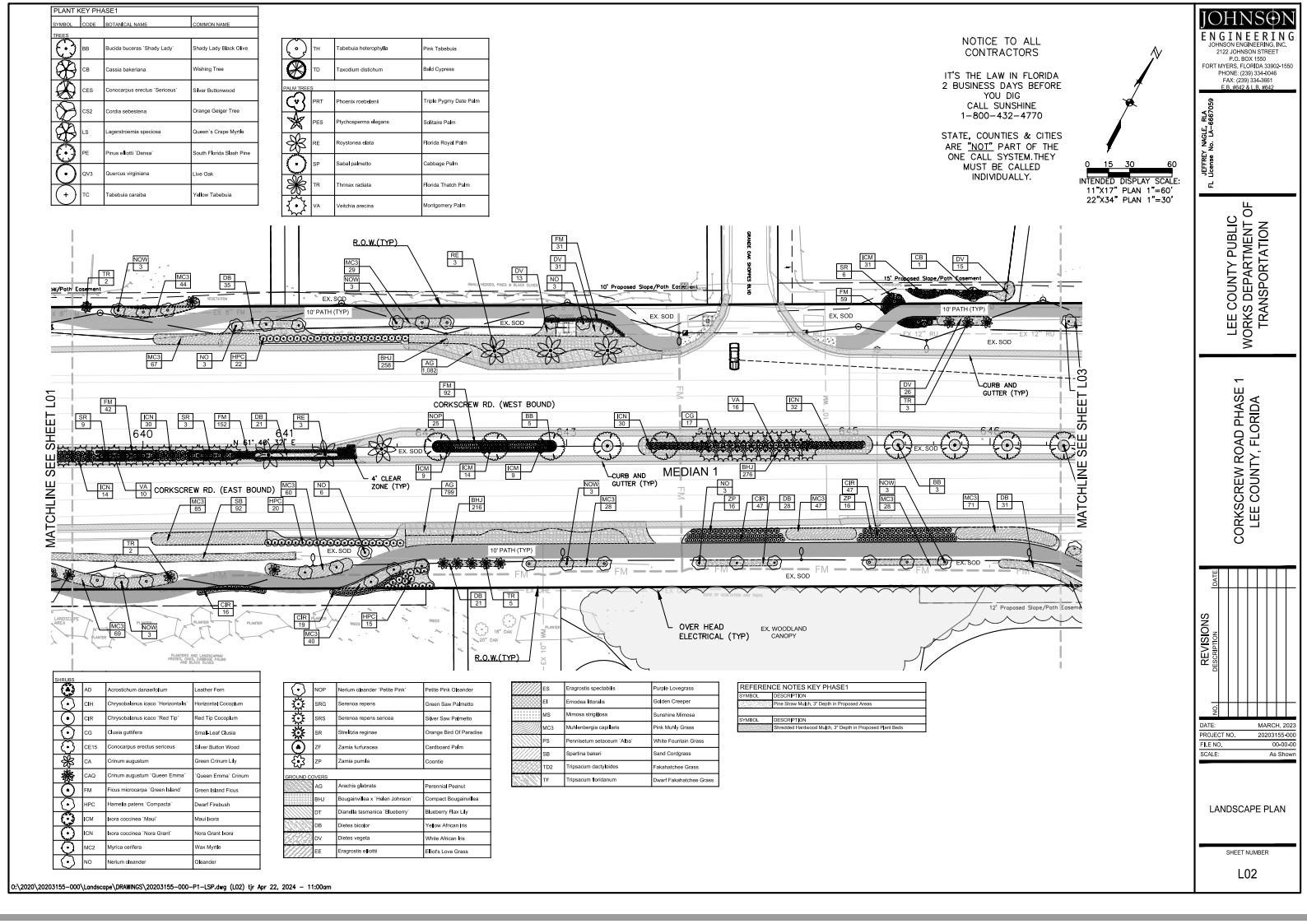
DATE:	MARCH, 2023
PROJECT NO.	20203155-000
FILE NO.	00-00-00
SCALE:	As Shown

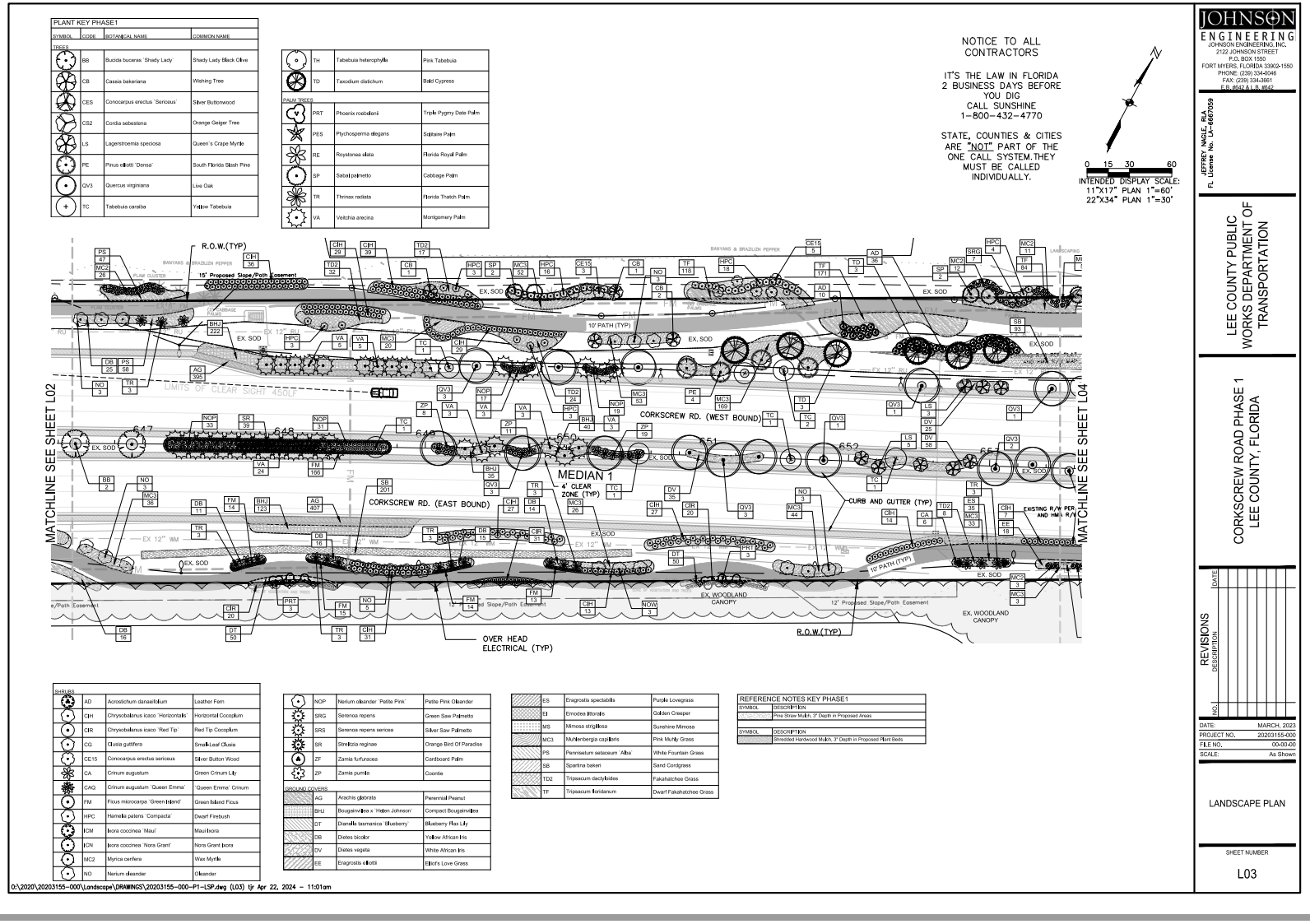
LANDSCAPE TABULATIONS

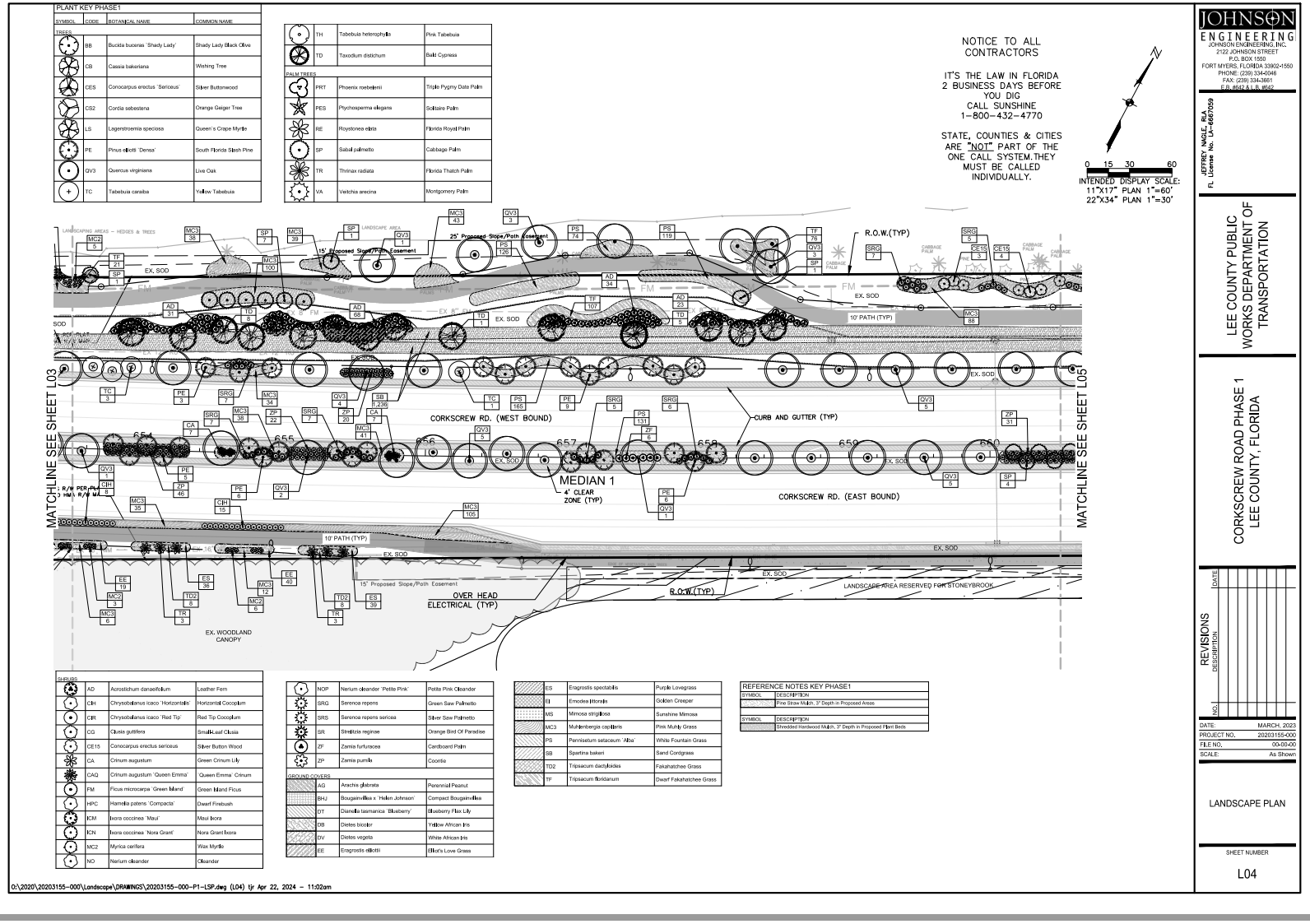
SHEET NUMBER
T1

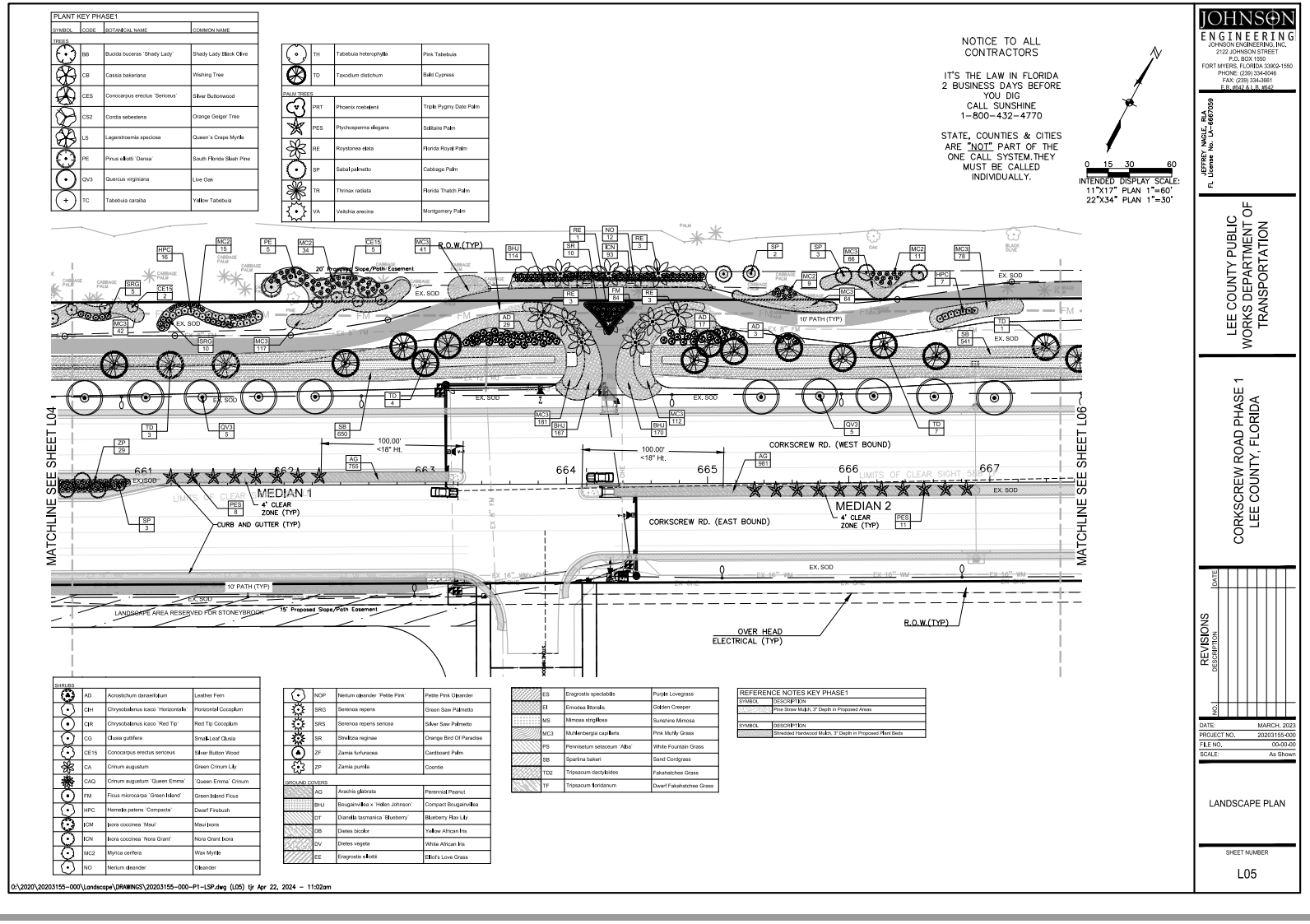
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (T1) Apr 22, 2024 - 4:44pm

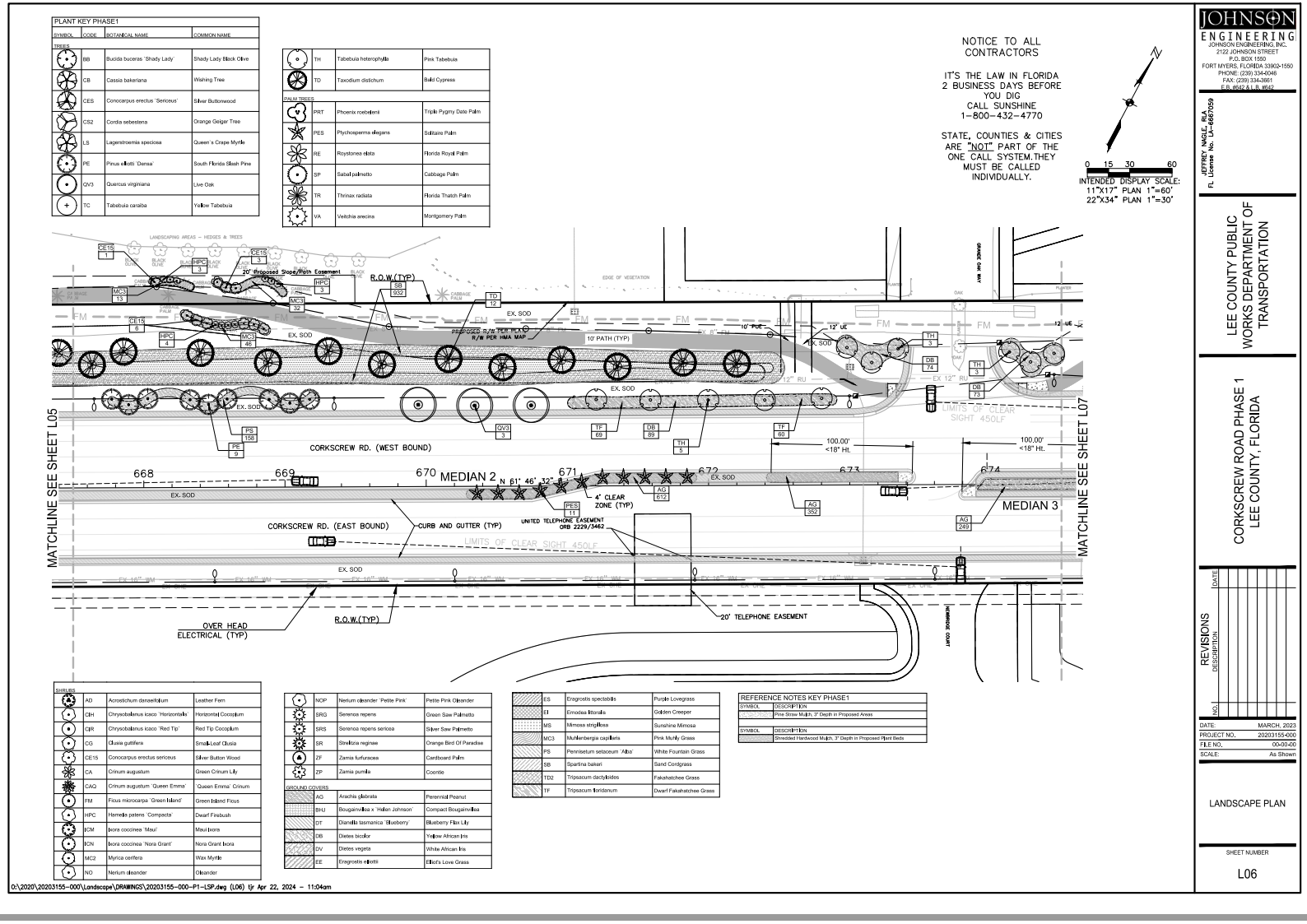

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L01
N 28° 13' 24" E
633
N 61° 46' 32" E
634
635
636
637
638
639
BEGIN PROJECT STA. 637+60.00
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 1
100.00' <18" HI
CURB (TYP)
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
R.O.W.(TYP)
OVER HEAD ELECTRICAL (TYP)
10' PATH (TYP)
10' Proposed Slope/Path Easem
EX. SOD
MATCHLINE SEE SHEET L02
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L01) tjr Apr 22, 2024 - 10:59am

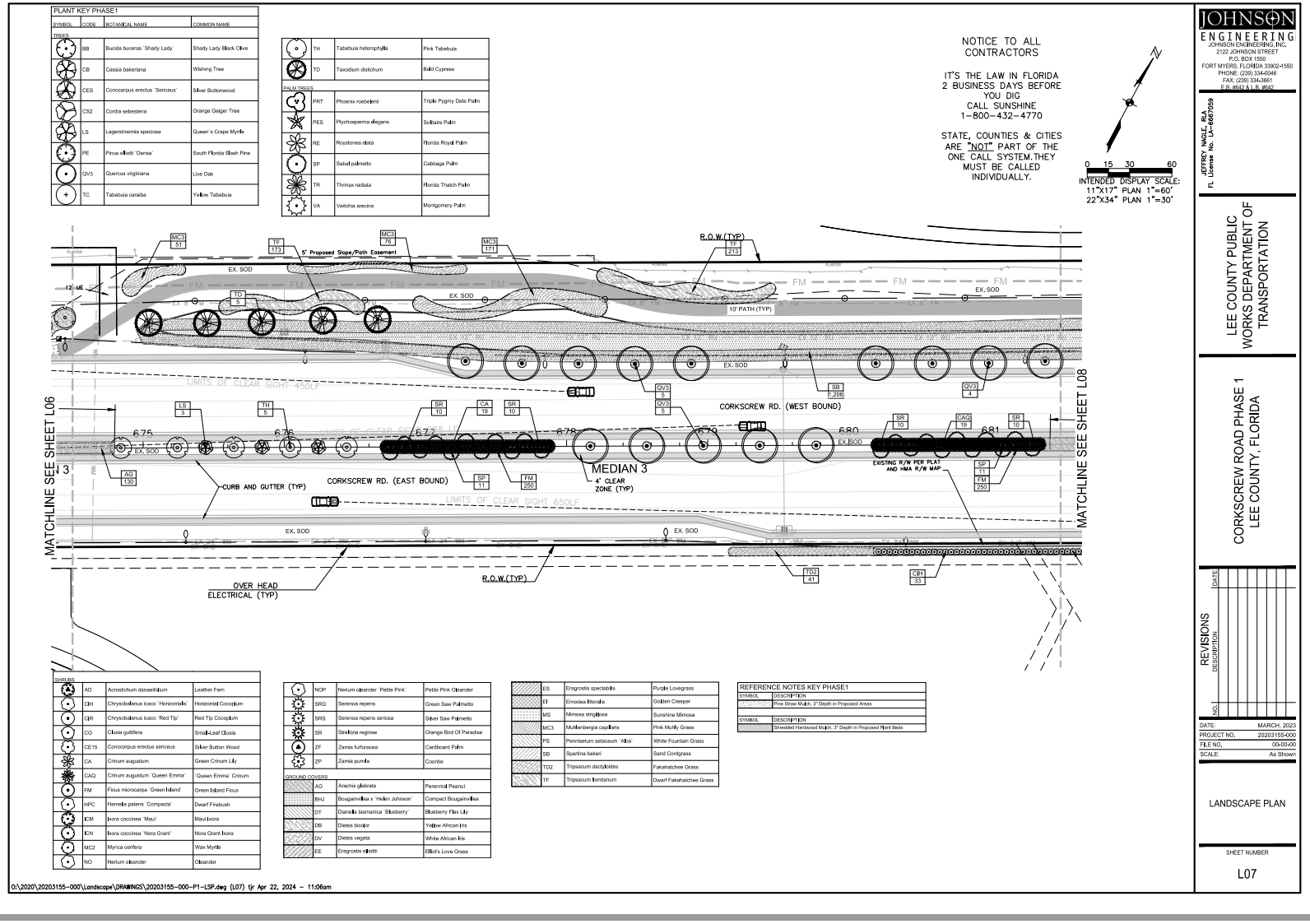

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L01
MATCHLINE SEE SHEET L03
R.O.W.(TYP)
10' Proposed Slope/Path Easement
15' Proposed Slope/Path Easement
10' PATH (TYP)
EX. SOD
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 1
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
OVER HEAD ELECTRICAL (TYP)
EX. WOODLAND CANOPY
12' Proposed Slope/Path Easement
N 61° 48' 32" E
640
641
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE1S | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO.: 20203155-000
FILE NO.: 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L02
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L02) tjr Apr 22, 2024 - 11:00am

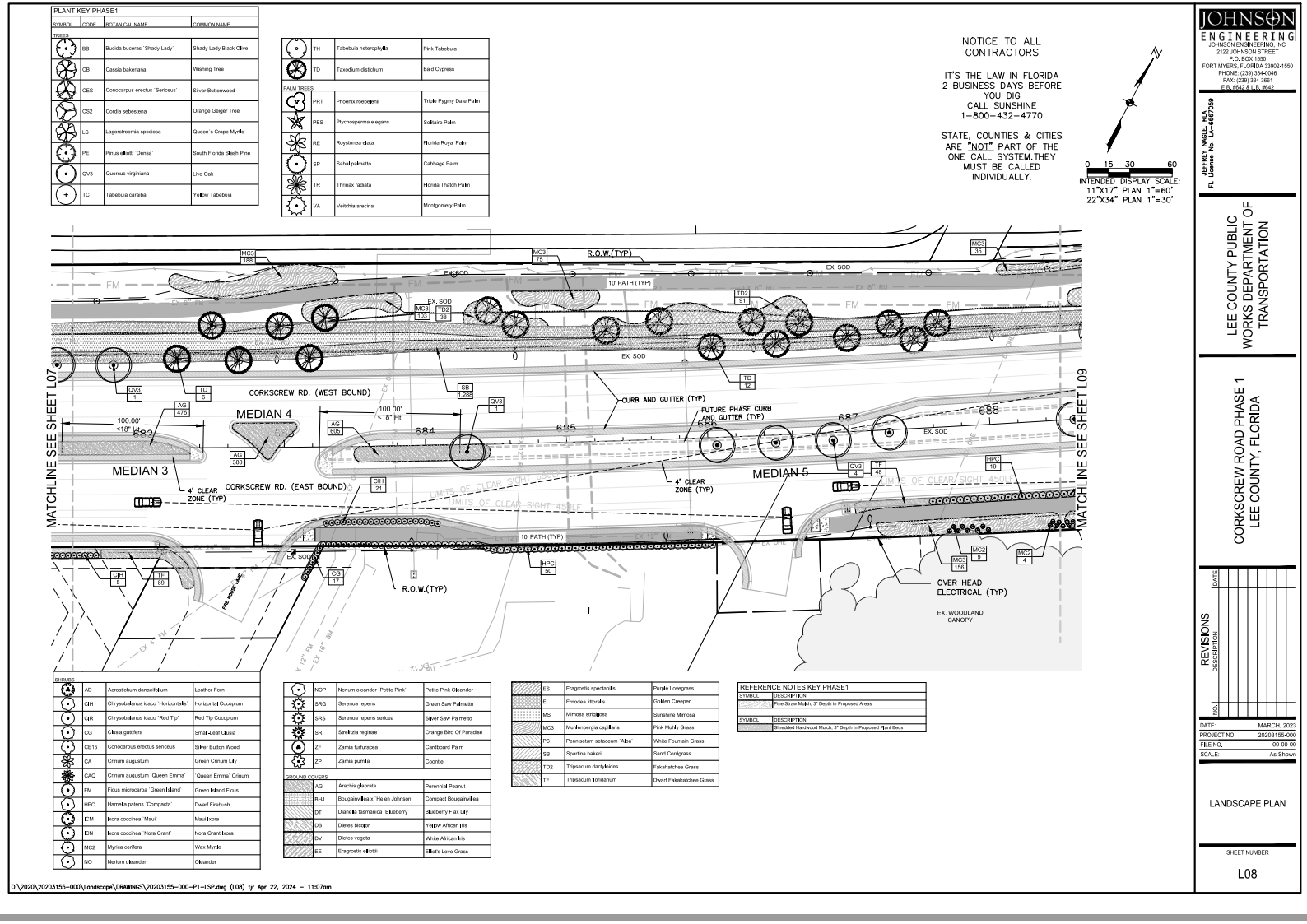

PLANT KEY PHASE1
TREES
BB Bucida buceras 'Shady Lady' Shady Lady Black Olive
CB Cassia bakeriana Wishing Tree
CES Conocarpus erectus 'Sericeus' Silver Buttonwood
CS2 Cordia sebestena Orange Geiger Tree
LS Lagerstroemia speciosa Queen's Crape Myrtle
PE Pinus elliotti 'Densa' South Florida Slash Pine
QV3 Quercus virginiana Live Oak
TC Tabebuia caraiba Yellow Tabebuia
TH Tabebuia heterophylla Pink Tabebuia
TD Taxodium distichum Bald Cypress
PALM TREES
PRT Phoenix roebelenii Triple Pygmy Date Palm
PES Ptychosperma elegans Solitaire Palm
RE Roystonea elata Florida Royal Palm
SP Sabal palmetto Cabbage Palm
TR Thrinax radiata Florida Thatch Palm
VA Veitchia arecina Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L02
MATCHLINE SEE SHEET L04
R.O.W.(TYP)
15' Proposed Slope/Path Easement
10' PATH (TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 1
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
EX. SOD
EX. WOODLAND CANOPY
OVER HEAD ELECTRICAL (TYP)
EXISTING R/W PER ROAD PLAT AND R.O.W. MAP
LIMITS OF CLEAR SIGHT 450LF
SHRUBS
AD Acrostichum danaeifolium Leather Fern
CIH Chrysobalanus icaco 'Horizontalis' Horizontal Cocoplum
CIR Chrysobalanus icaco 'Red Tip' Red Tip Cocoplum
CG Clusia guttifera Small-Leaf Clusia
CE15 Conocarpus erectus sericeus Silver Button Wood
CA Crinum augustum Green Crinum Lily
CAQ Crinum augustum 'Queen Emma' 'Queen Emma' Crinum
FM Ficus microcarpa 'Green Island' Green Island Ficus
HPC Hamelia patens 'Compacta' Dwarf Firebush
ICM Ixora coccinea 'Maui' Maui Ixora
ICN Ixora coccinea 'Nora Grant' Nora Grant Ixora
MC2 Myrica cerifera Wax Myrtle
NO Nerium oleander Oleander
NOP Nerium oleander 'Petite Pink' Petite Pink Oleander
SRG Serenoa repens Green Saw Palmetto
SRS Serenoa repens serrosa Silver Saw Palmetto
SR Strelitzia reginae Orange Bird Of Paradise
ZP Zamia furfuracea Cardboard Palm
ZP Zamia pumila Coontie
GROUND COVERS
AG Arachis glabrata Perennial Peanut
BHJ Bougainvillea x 'Helen Johnson' Compact Bougainvillea
DT Dianella tasmanica 'Blueberry' Blueberry Flax Lily
DB Dietes bicolor Yellow African Iris
DV Dietes vegata White African Iris
EE Eragrostis elliottii Elliott's Love Grass
ES Eragrostis spectabilis Purple Lovegrass
EI Emodes littoralis Golden Creeper
MS Mimosa strigillosa Sunshine Mimosa
MC3 Muhlenbergia capillaris Pink Muhly Grass
PS Pennisetum setaceum 'Alba' White Fountain Grass
SB Spartina bakeri Sand Cordgrass
TD2 Tripsacum dactyloides Fakahatchee Grass
TF Tripsacum floridanum Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L03) tjr Apr 22, 2024 - 11:01am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. DESCRIPTION DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L03

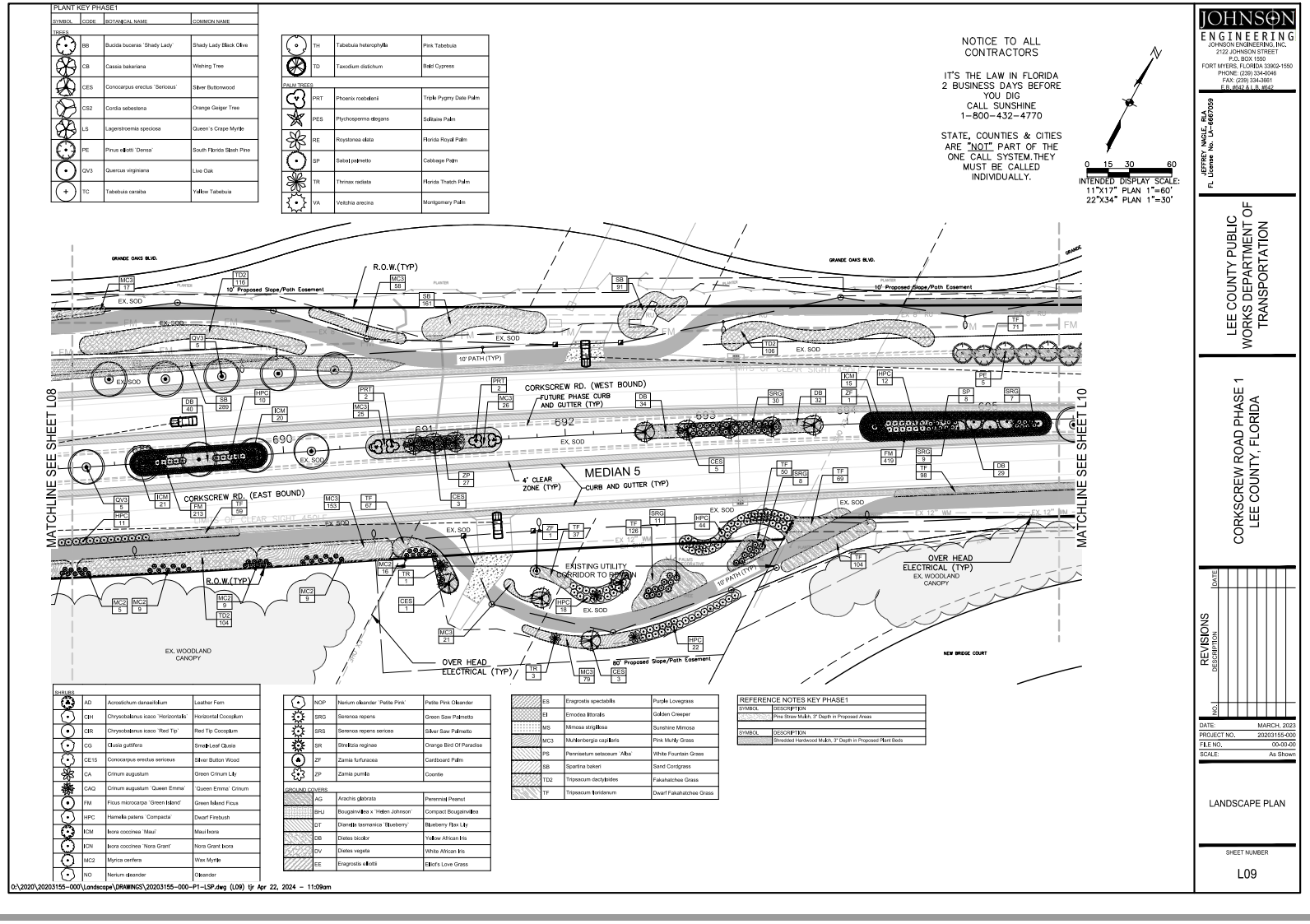

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bursta buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
WA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L03
MATCHLINE SEE SHEET L05
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 1
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
R.O.W.(TYP)
10' PATH (TYP)
15' Proposed Slope/Path Easement
25' Proposed Slope/Path Easement
EX. SOD
EX. WOODLAND CANOPY
OVER HEAD ELECTRICAL (TYP)
LANDSCAPE AREA RESERVED FOR STONEYBROOK
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L04
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L04) tjr Apr 22, 2024 - 11:02am

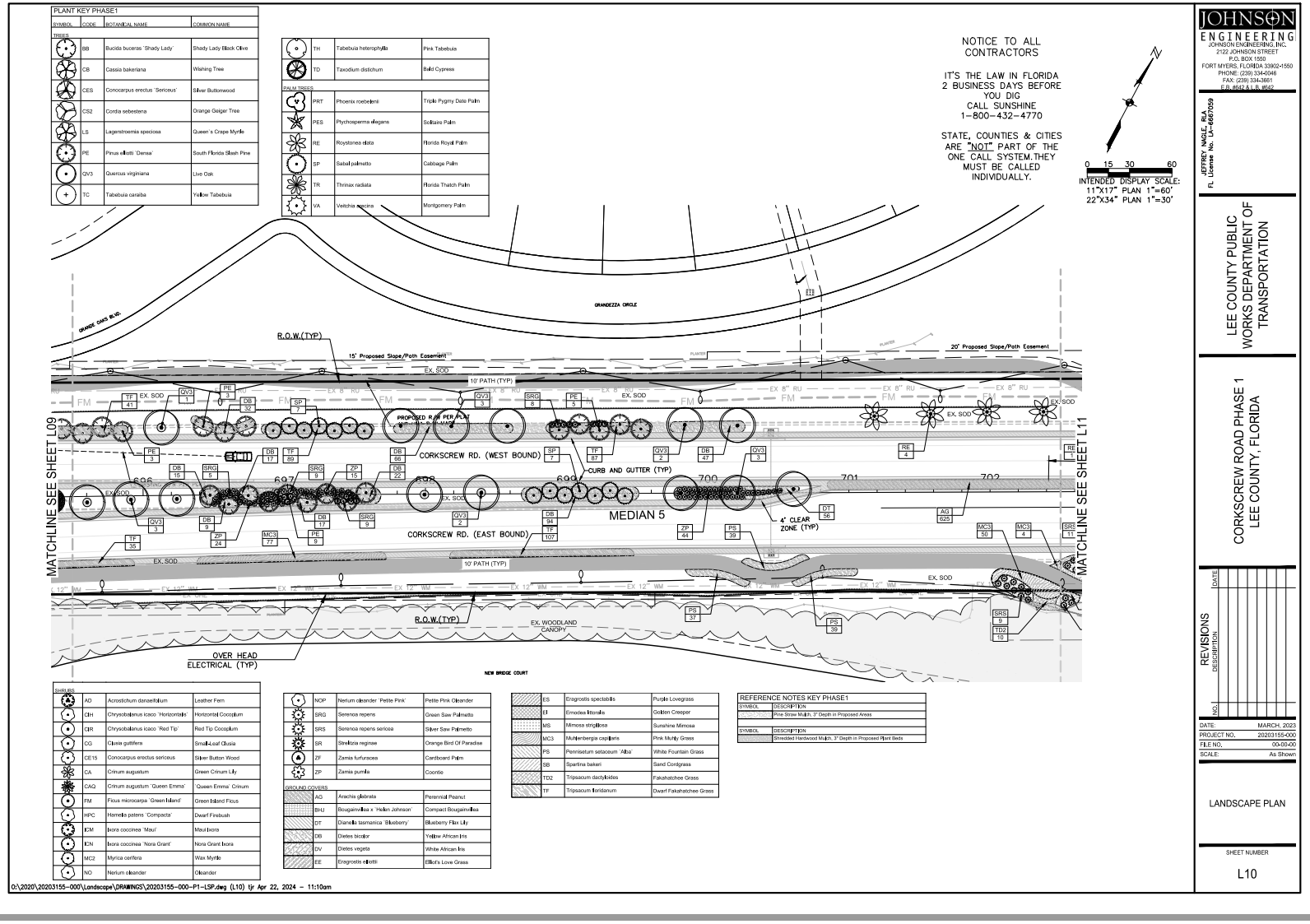

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L04
MATCHLINE SEE SHEET L06
MEDIAN 1
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
MEDIAN 2
4' CLEAR ZONE (TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
100.00' <18" Ht.
20' Proposed Slope/Path Easement
15' Proposed Slope/Path Easement
10' PATH (TYP)
EX. SOD
LANDSCAPE AREA RESERVED FOR STONEYBROOK
OVER HEAD ELECTRICAL (TYP)
R.O.W.(TYP)
661
662
663
664
665
666
667
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHU | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliotti | Elliot's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L05) tjr Apr 22, 2024 - 11:02am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L05

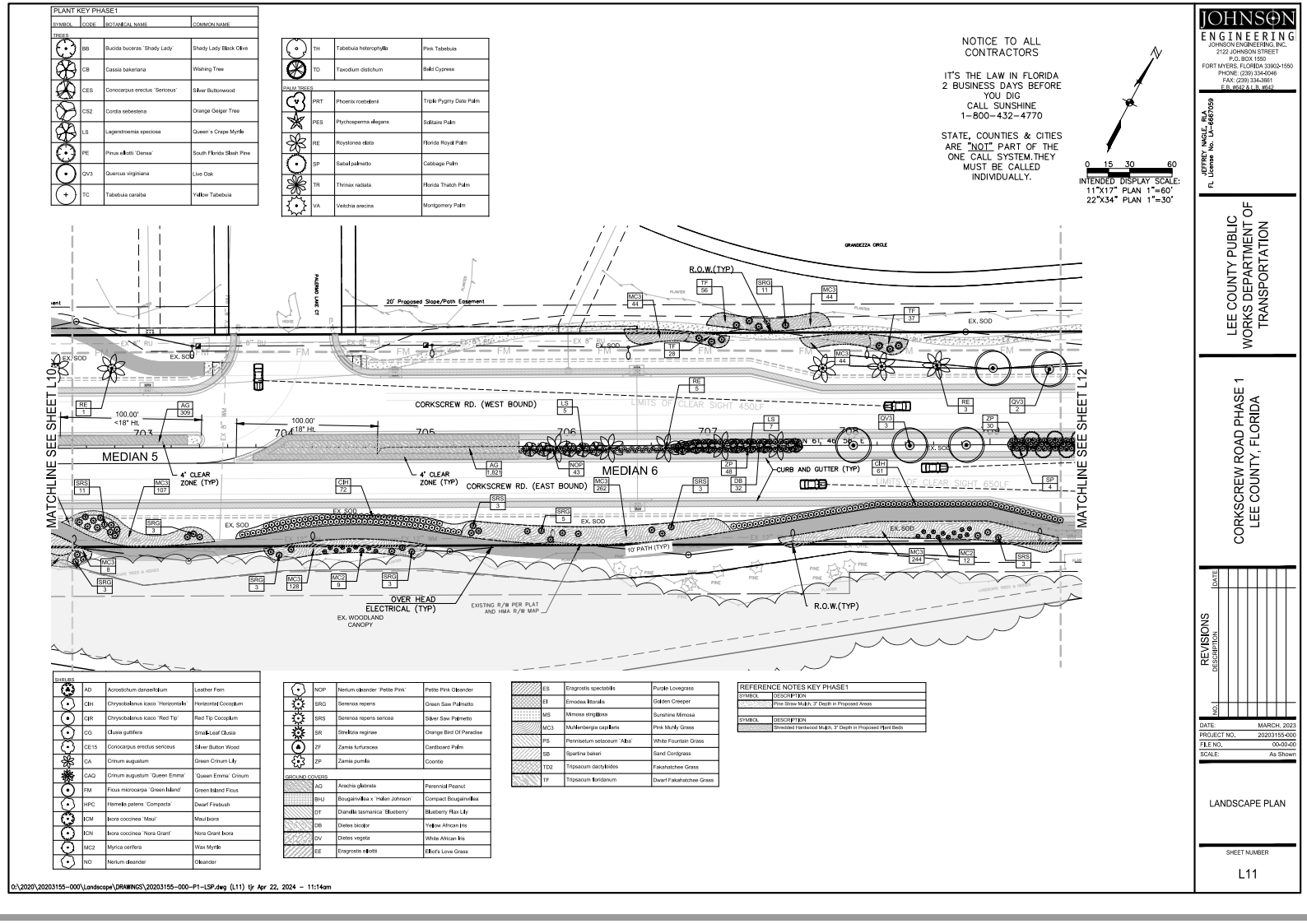

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliotti | Elliot's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
LANDSCAPING AREAS - HEDGES & TREES
20' Proposed Slope/Path Easement
R.O.W.(TYP)
EDGE OF VEGETATION
EX. SOD
PROPOSED R/W PER RCI R/W PER HMA MAP
10' PATH (TYP)
10" PDF
12" UE
12" RU
CORKSCREW RD. (WEST BOUND)
668
669
670
MEDIAN 2
N 61° 46' 32" E
671
672
673
674
MEDIAN 3
4' CLEAR ZONE (TYP)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
UNITED TELEPHONE EASEMENT ORB 2229/3462
LIMITS OF CLEAR SIGHT 450LF
100.00' <18" Ht.
MATCHLINE SEE SHEET L05
MATCHLINE SEE SHEET L07
OVER HEAD ELECTRICAL (TYP)
R.O.W.(TYP)
20' TELEPHONE EASEMENT
ORANGE OAK WAY
HERMOSA COURT
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L06) tjr Apr 22, 2024 - 11:04am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L06

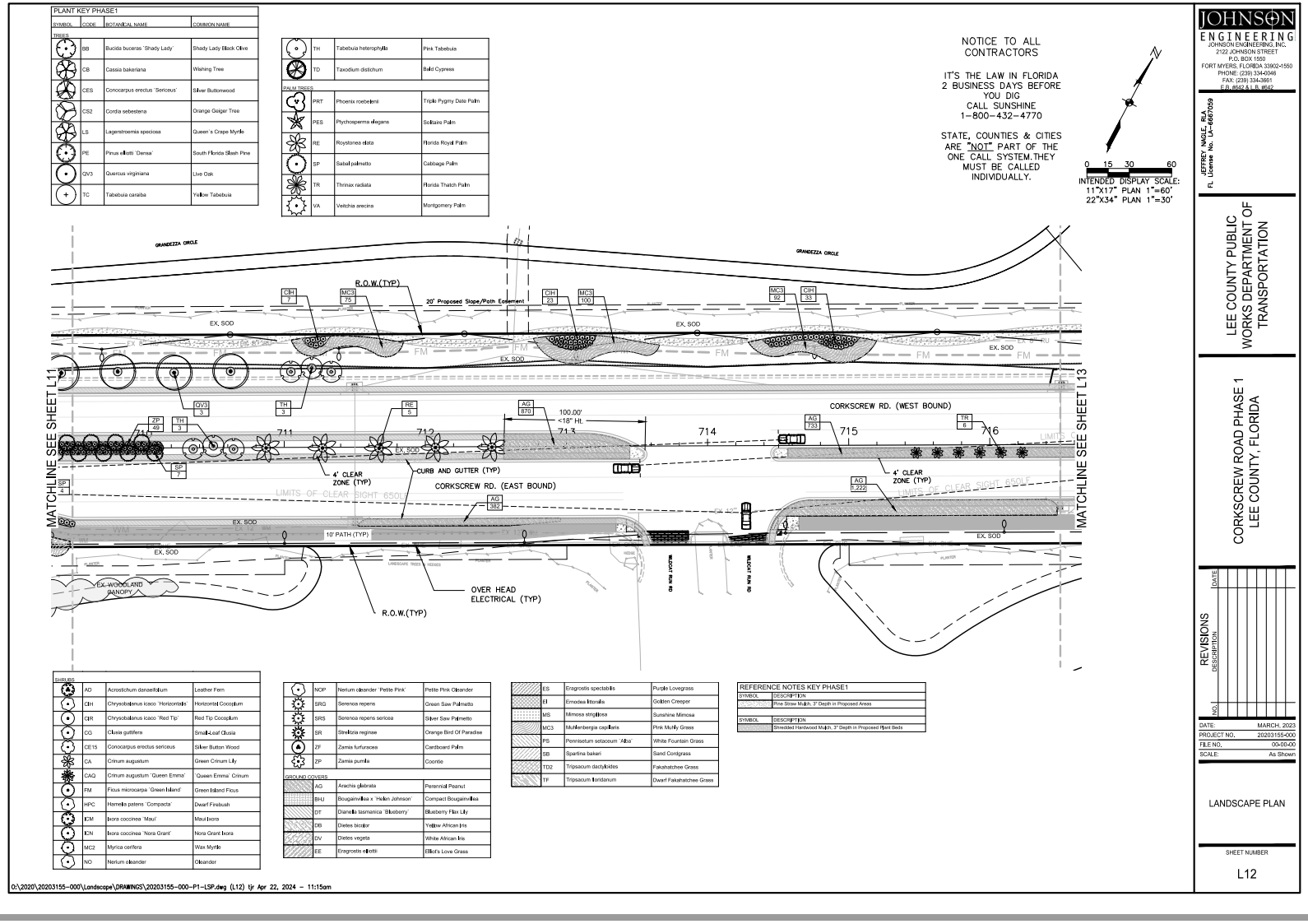

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L06
MATCHLINE SEE SHEET L08
5' Proposed Sope/Path Easement
R.O.W.(TYP)
10' PATH (TYP)
EX. SOD
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 3
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
LIMITS OF CLEAR SIGHT 650LF
OVER HEAD ELECTRICAL (TYP)
EXISTING R/W PER PLAT AND HMA R/W MAP
12' UE
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
EG | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea litoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L07
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L07) tjr Apr 22, 2024 - 11:06am

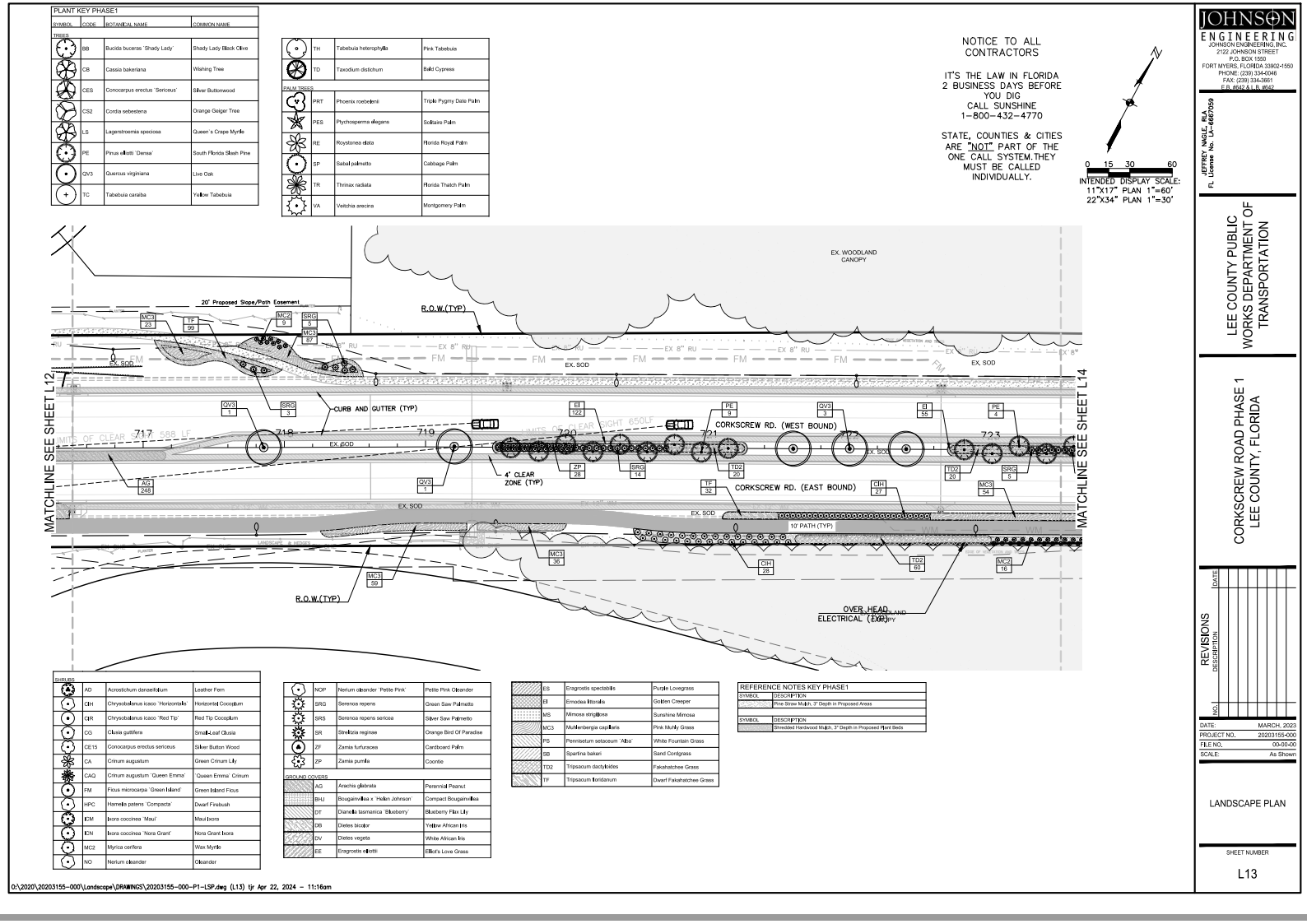

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L07
MATCHLINE SEE SHEET L09
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 3
MEDIAN 4
MEDIAN 5
100.00' <18" HT.
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
FUTURE PHASE CURB AND GUTTER (TYP)
10' PATH (TYP)
R.O.W.(TYP)
EX. SOD
OVER HEAD ELECTRICAL (TYP)
EX. WOODLAND CANOPY
LIMITS OF CLEAR SIGHT 450'
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea litoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L08
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L08) tjr Apr 22, 2024 - 11:07am

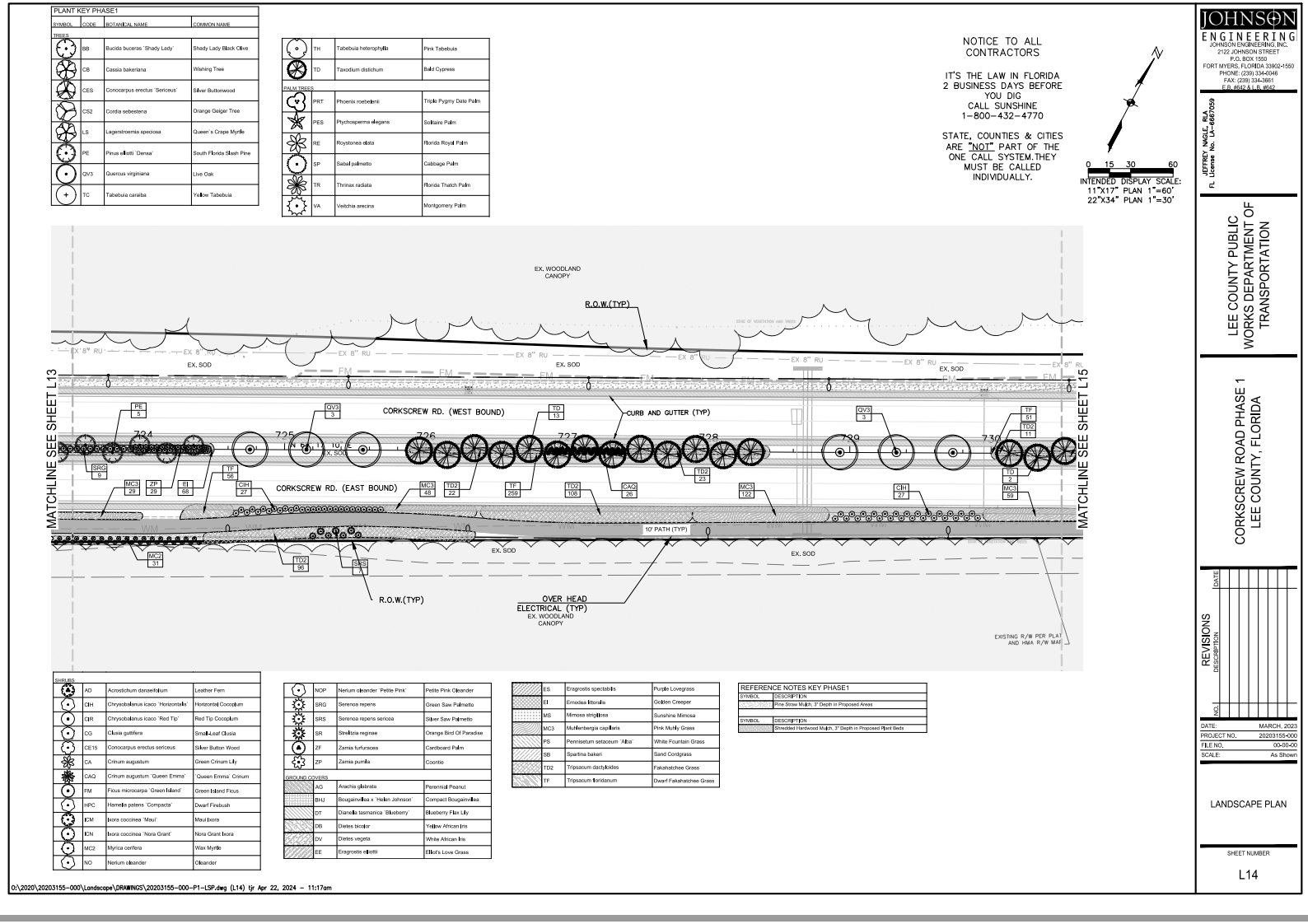

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
GRANDE OAKS BLVD.
R.O.W.(TYP)
10' Proposed Slope/Path Easement
EX. SOD
10' PATH (TYP)
CORKSCREW RD. (WEST BOUND)
FUTURE PHASE CURB AND GUTTER (TYP)
CORKSCREW RD. (EAST BOUND)
MEDIAN 5
CURB AND GUTTER (TYP)
4' CLEAR ZONE (TYP)
EXISTING UTILITY CORRIDOR TO REMAIN
OVER HEAD ELECTRICAL (TYP)
EX. WOODLAND CANOPY
NEW BRIDGE COURT
60' Proposed Slope/Path Easement
MATCHLINE SEE SHEET L08
MATCHLINE SEE SHEET L10
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE1S | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliotti | Elliot's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwart Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L09
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L09) tjr Apr 22, 2024 - 11:09am

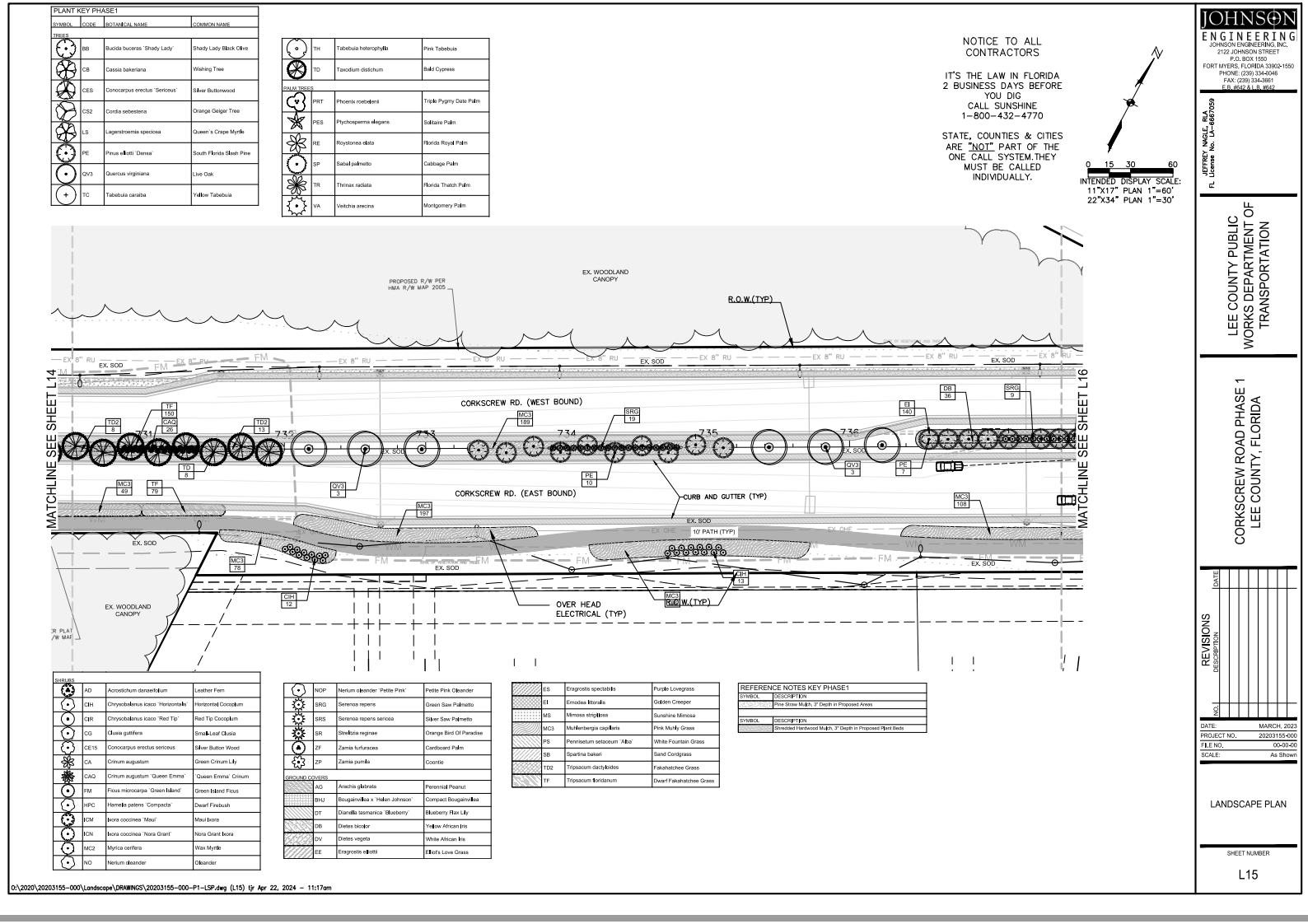

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Plychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
GRANDEZZA CIRCLE
GRANDE OAKS BLVD.
R.O.W.(TYP)
15' Proposed Slope/Path Easement
20' Proposed Slope/Path Easement
EX. SOD
10' PATH (TYP)
PROPOSED R.O.W PER PLAT
CORKSCREW RD. (WEST BOUND)
CURB AND GUTTER (TYP)
MEDIAN 5
4' CLEAR ZONE (TYP)
CORKSCREW RD. (EAST BOUND)
EX. WOODLAND CANOPY
OVER HEAD ELECTRICAL (TYP)
NEW BRIDGE COURT
MATCHLINE SEE SHEET L09
MATCHLINE SEE SHEET L11
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliot's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea litoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L10) tjr Apr 22, 2024 - 11:10am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L10

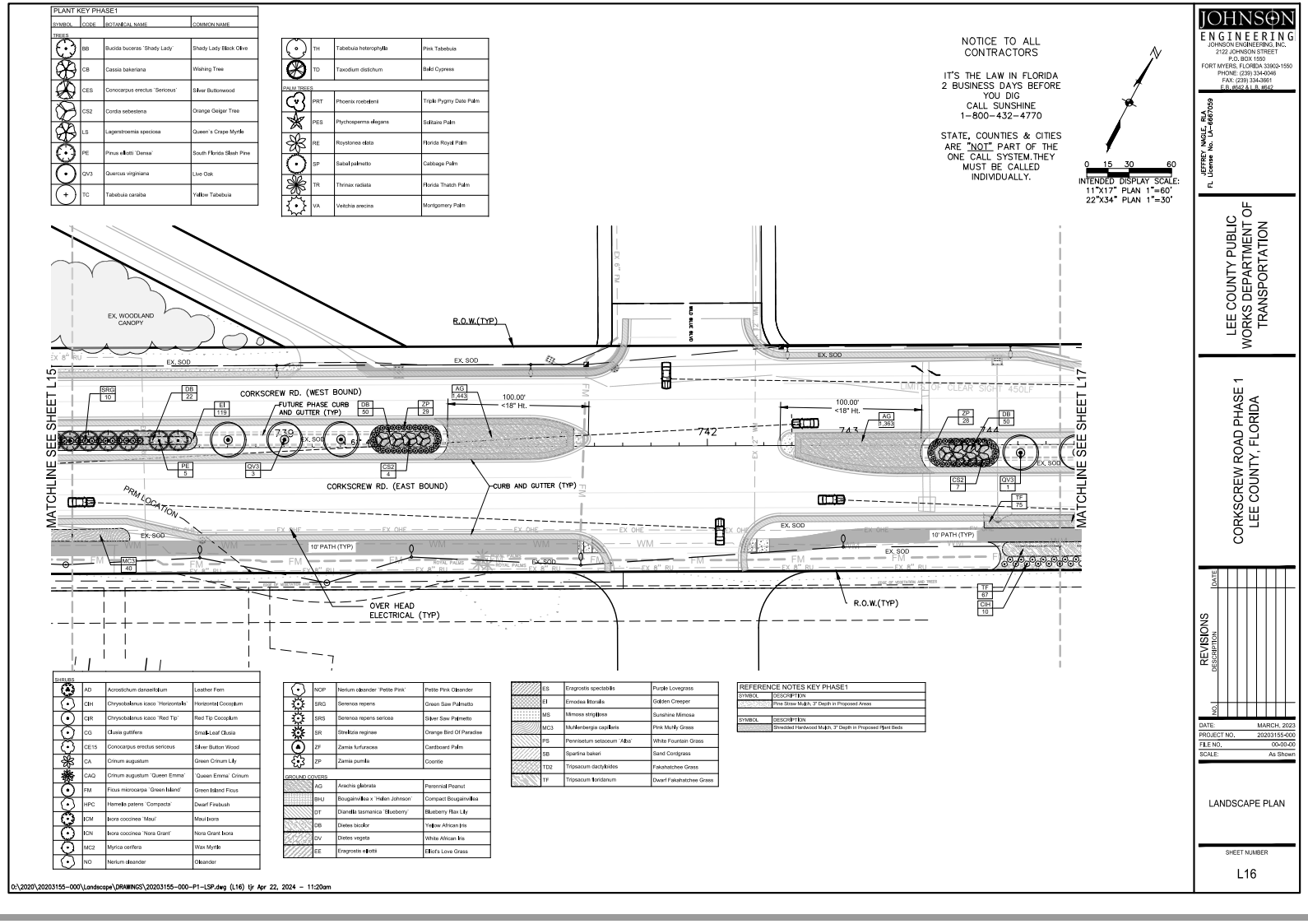

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L10
MATCHLINE SEE SHEET L12
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
MEDIAN 5
MEDIAN 6
20' Proposed Slope/Path Easement
R.O.W.(TYP)
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
EX. WOODLAND CANOPY
EXISTING R/W PER PLAT AND HMA R/W MAP
LIMITS OF CLEAR SIGHT 450LF
EX. SOD
100.00' <18" Ht.
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens serrosa | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L11
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L11) tjr Apr 22, 2024 - 11:14am

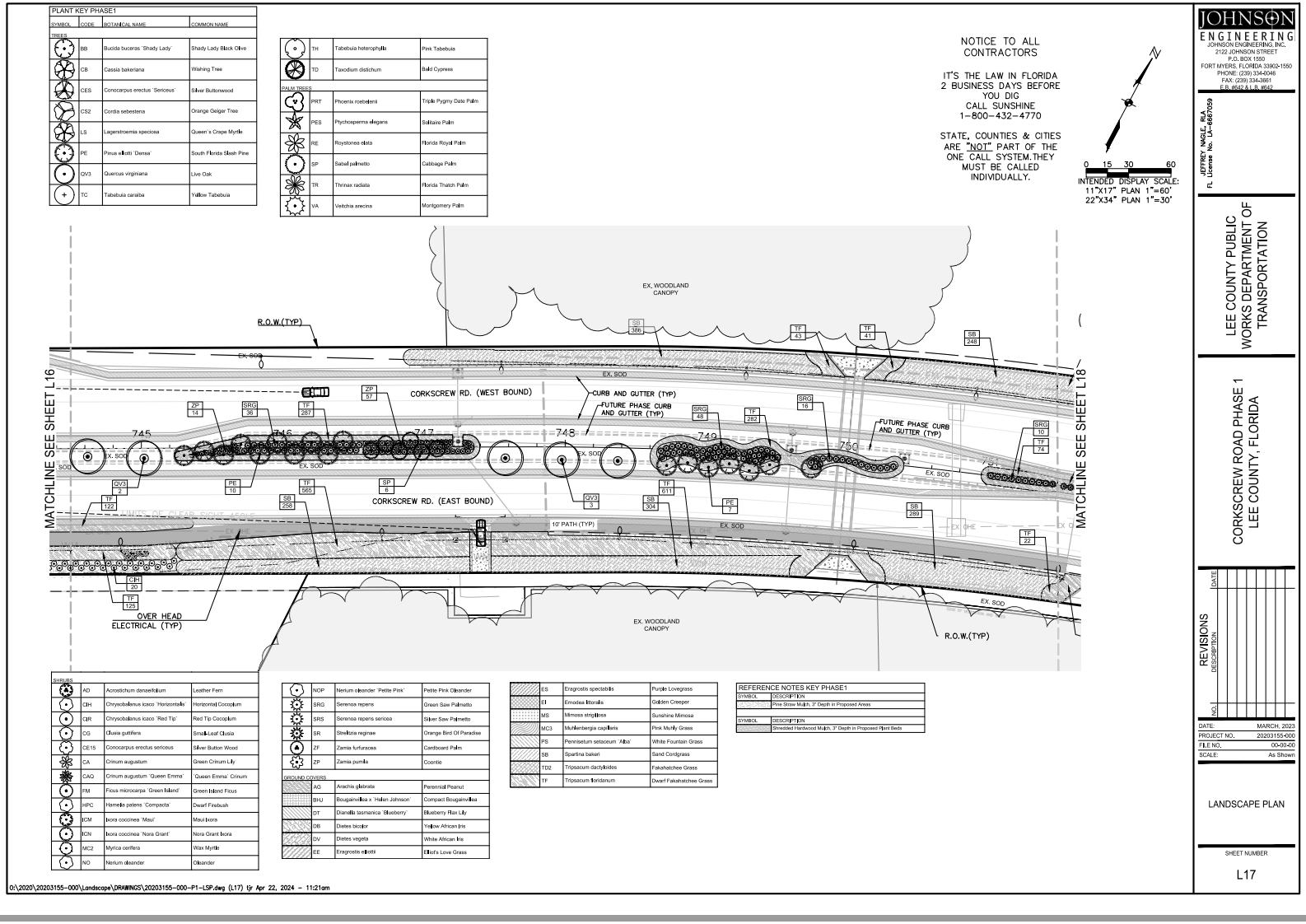

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
GRANDEZZA CIRCLE
R.O.W.(TYP)
20' Proposed Slope/Path Easement
EX. SOD
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
4' CLEAR ZONE (TYP)
CURB AND GUTTER (TYP)
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
LIMITS OF CLEAR SIGHT 650LF
100.00' <18" Ht.
EX-WOODLAND CANOPY
MATCHLINE SEE SHEET L11
MATCHLINE SEE SHEET L13
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CBH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens serrosa | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
EB | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
F.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L12
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L12) tjr Apr 22, 2024 - 11:15am

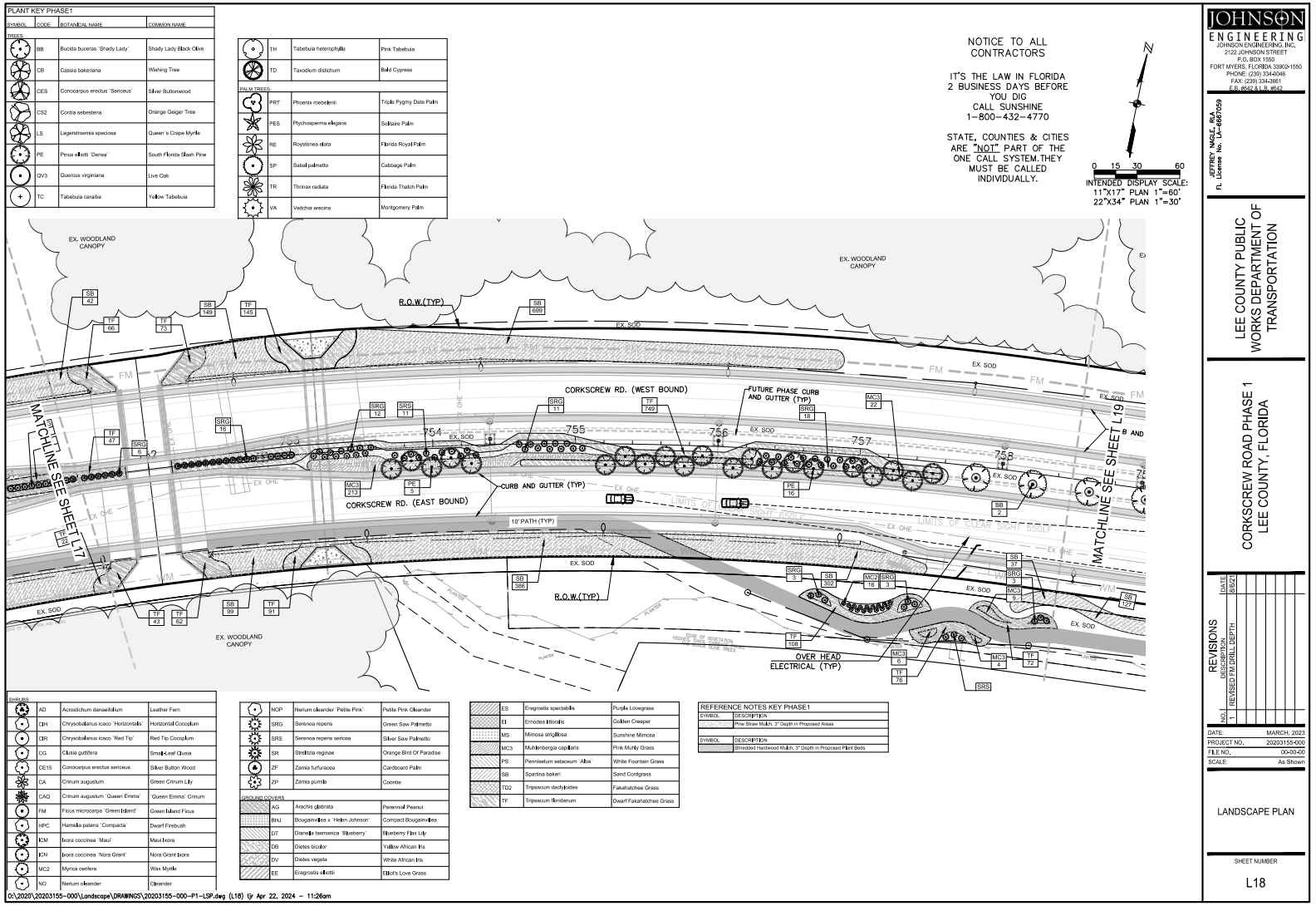

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L12
MATCHLINE SEE SHEET L14
EX. WOODLAND CANOPY
20' Proposed Slope/Path Easement
R.O.W.(TYP)
EX. SOD
CURB AND GUTTER (TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
4' CLEAR ZONE (TYP)
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
LIMITS OF CLEAR ZONE 588 LF
LIMITS OF CLEAR ZONE 650LF
717
718
719
720
721
722
723
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CBH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
EG | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea litoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
F.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L13
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L13) tjr Apr 22, 2024 - 11:16am

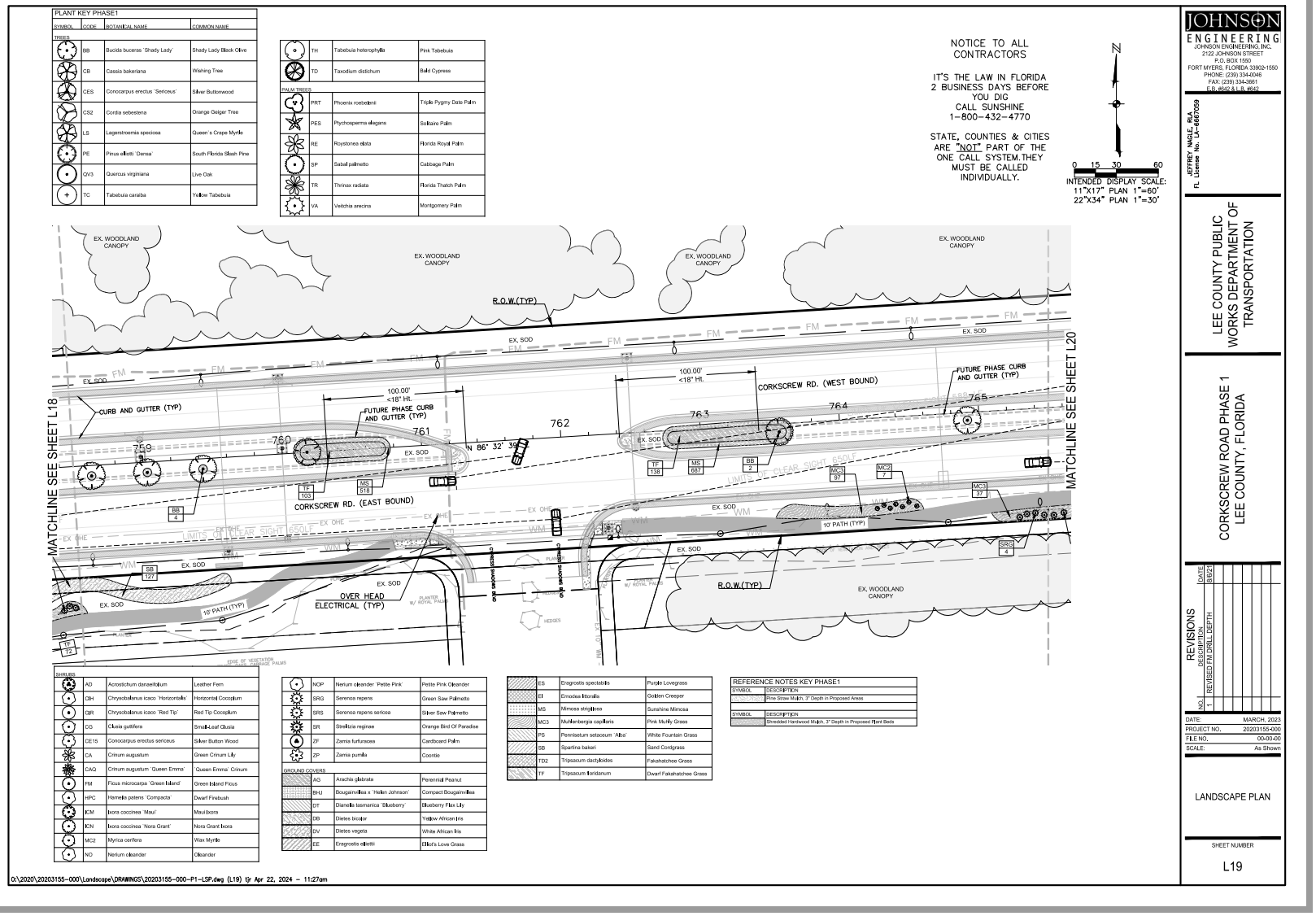

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L13
MATCHLINE SEE SHEET L15
EX. WOODLAND CANOPY
R.O.W.(TYP)
EX. SOD
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
EX. WOODLAND CANOPY
EXISTING R/W PER PLAT AND HMA R/W MAP
724
725
726
727
728
729
730
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
EB | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea litoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L14) tjr Apr 22, 2024 - 11:17am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L14

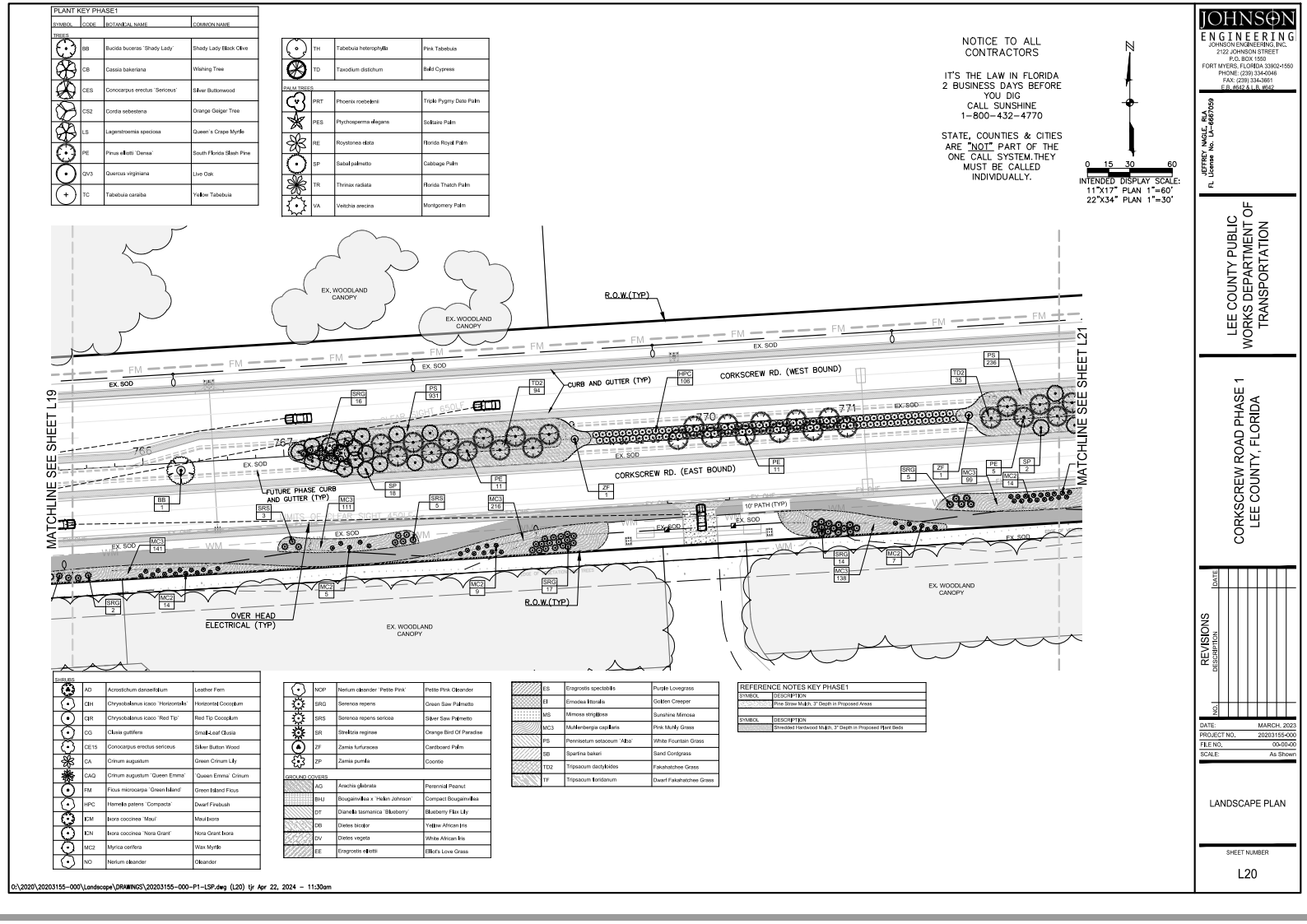

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
PROPOSED R/W PER HMA R/W MAP 2005
EX. WOODLAND CANOPY
R.O.W.(TYP)
EX. SOD
EX. 8" RU
FM
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
MATCHLINE SEE SHEET L14
MATCHLINE SEE SHEET L16
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L15
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L15) tjr Apr 22, 2024 - 11:17am

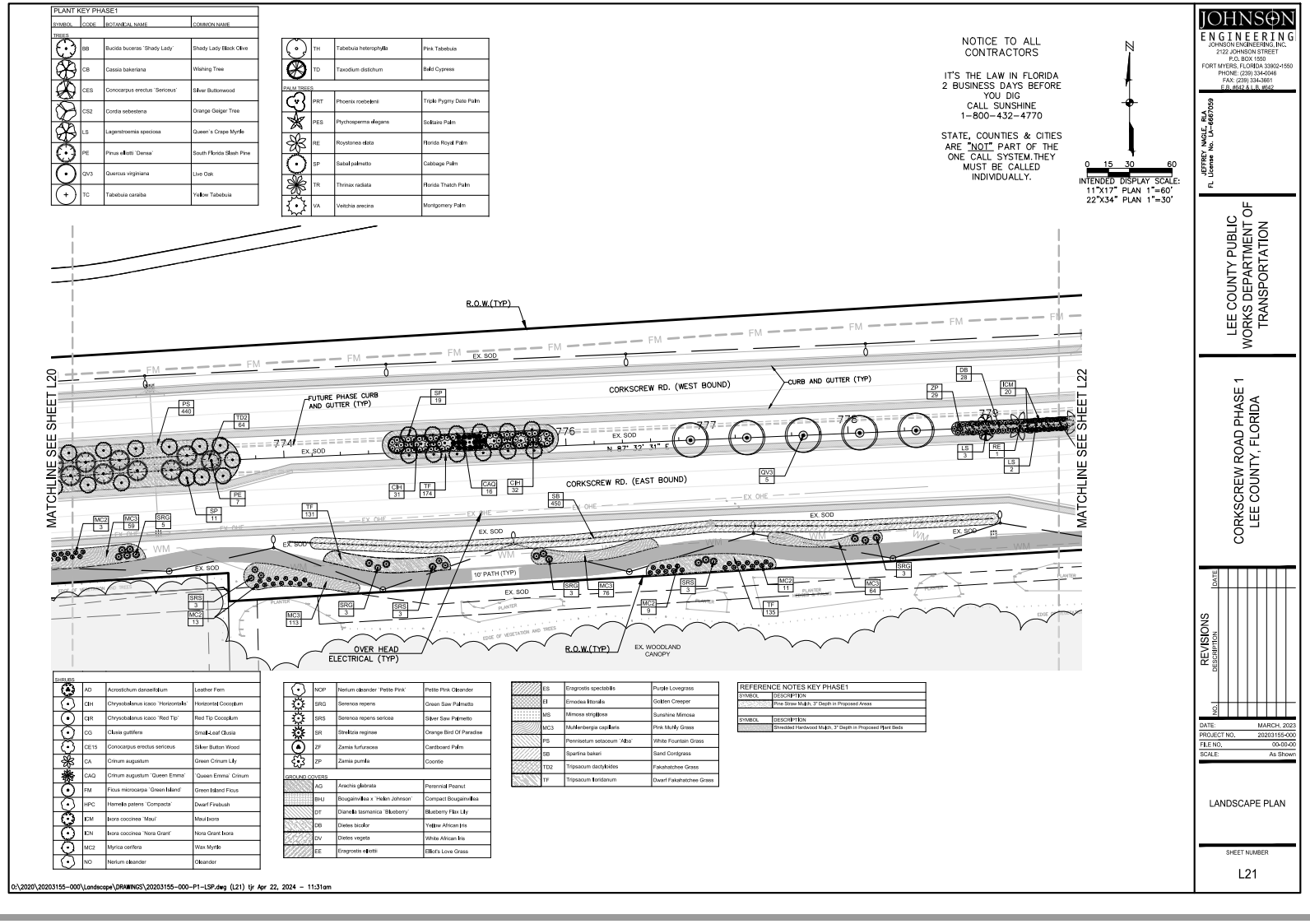

PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L15
MATCHLINE SEE SHEET L17
EX. WOODLAND CANOPY
R.O.W.(TYP)
EX. SOD
CORKSCREW RD. (WEST BOUND)
FUTURE PHASE CURB AND GUTTER (TYP)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
PRM LOCATION
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
100.00' <18" Ht.
739
742
743
744
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L16
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L16) tjr Apr 22, 2024 - 11:20am


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L16
MATCHLINE SEE SHEET L18
EX. WOODLAND CANOPY
R.O.W.(TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
FUTURE PHASE CURB AND GUTTER (TYP)
10' PATH (TYP)
EX. SOD
OVER HEAD ELECTRICAL (TYP)
745
746
747
748
749
750
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE1S | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO.: 20203155-000
FILE NO.: 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L17
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L17) tjr Apr 22, 2024 - 11:21am


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
WA | Veitchia arecina | Montgomery Palm
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
N
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
EX. WOODLAND CANOPY
R.O.W.(TYP)
EX. SOD
CORKSCREW RD. (WEST BOUND)
FUTURE PHASE CURB AND GUTTER (TYP)
CURB AND GUTTER (TYP)
CORKSCREW RD. (EAST BOUND)
10' PATH (TYP)
LIMITS OF CLEAR SIGHT TRIANGLE
OVER HEAD ELECTRICAL (TYP)
MATCHLINE SEE SHEET L17
MATCHLINE SEE SHEET L19
754
755
756
757
758
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
1. | REVISED FM DRILL DEPTH | 5/6/24
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L18
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L18) Ur Apr 22, 2024 - 11:26am


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras `Shady Lady` | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus `Sericeus` | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen`s Crape Myrtle
PE | Pinus elliotti `Densa` | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.
N
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
EX. WOODLAND CANOPY
R.O.W.(TYP)
EX. SOD
FM
CURB AND GUTTER (TYP)
100.00' <18" Ht.
FUTURE PHASE CURB AND GUTTER (TYP)
CORKSCREW RD. (EAST BOUND)
CORKSCREW RD. (WEST BOUND)
N 86° 32' 39"
LIMITS OF CLEAR SIGHT EASE.
EX. OHE
WM
OVER HEAD ELECTRICAL (TYP)
10' PATH (TYP)
MATCHLINE SEE SHEET L18
MATCHLINE SEE SHEET L20
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CH | Chrysobalanus icaco `Horizontalis` | Horizontal Cocoplum
CIR | Chrysobalanus icaco `Red Tip` | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum `Queen Emma` | `Queen Emma` Crinum
FM | Ficus microcarpa `Green Island` | Green Island Ficus
HPC | Hamelia patens `Compacta` | Dwarf Firebush
ICM | Ixora coccinea `Maui` | Maui Ixora
ICN | Ixora coccinea `Nora Grant` | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander `Petite Pink` | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x `Helen Johnson` | Compact Bougainvillea
DT | Dianella tasmanica `Blueberry` | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum `Alba` | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L19) tjr Apr 22, 2024 - 11:27am
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
F.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
1. | REVISED FM DRILL DEPTH | 5/8/24
DATE: MARCH, 2023
PROJECT NO.: 20203155-000
FILE NO.: 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L19


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Plychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
N
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L19
MATCHLINE SEE SHEET L21
EX. WOODLAND CANOPY
R.O.W.(TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
FUTURE PHASE CURB AND GUTTER (TYP)
OVER HEAD ELECTRICAL (TYP)
10' PATH (TYP)
EX. SOD
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens serissa | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Ernodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L20
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L20) tjr Apr 22, 2024 - 11:30am


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.
N
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L20
MATCHLINE SEE SHEET L22
R.O.W.(TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
CURB AND GUTTER (TYP)
FUTURE PHASE CURB AND GUTTER (TYP)
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
EX. WOODLAND CANOPY
EX. SOD
EX. OHE
FM
WM
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens serissa | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L21
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L21) tjr Apr 22, 2024 - 11:31am

PLANT KEY PHASE1			
SYMBOL	CODE	BOTANICAL NAME	COMMON NAME
TREES			
	BB	Bucida buceras 'Shady Lady'	Shady Lady Black Olive
	CB	Cassia bakeriana	Wishing Tree
	CES	Conocarpus erectus 'Sericeus'	Silver Buttonwood
	CS2	Cordia sebestena	Orange Geiger Tree
	LS	Lagerstroemia speciosa	Queen's Crape Myrtle
	PE	Pinus elliotti 'Densa'	South Florida Slash Pine
	QV3	Quercus virginiana	Live Oak
	TC	Tabebuia caraiba	Yellow Tabebuia
	TH	Tabebuia heterophylla	Pink Tabebuia
	TD	Taxodium distichum	Bald Cypress
PALM TREES			
	PRT	Phoenix roebelenii	Triple Pygmy Date Palm
	PES	Ptychosperma elegans	Solitaire Palm
	RE	Roystonea elata	Florida Royal Palm
	SP	Sabal palmetto	Cabbage Palm
	TR	Thrinax radiata	Florida Thatch Palm
	VA	Veitchia arecina	Montgomery Palm

NOTICE TO ALL CONTRACTORS

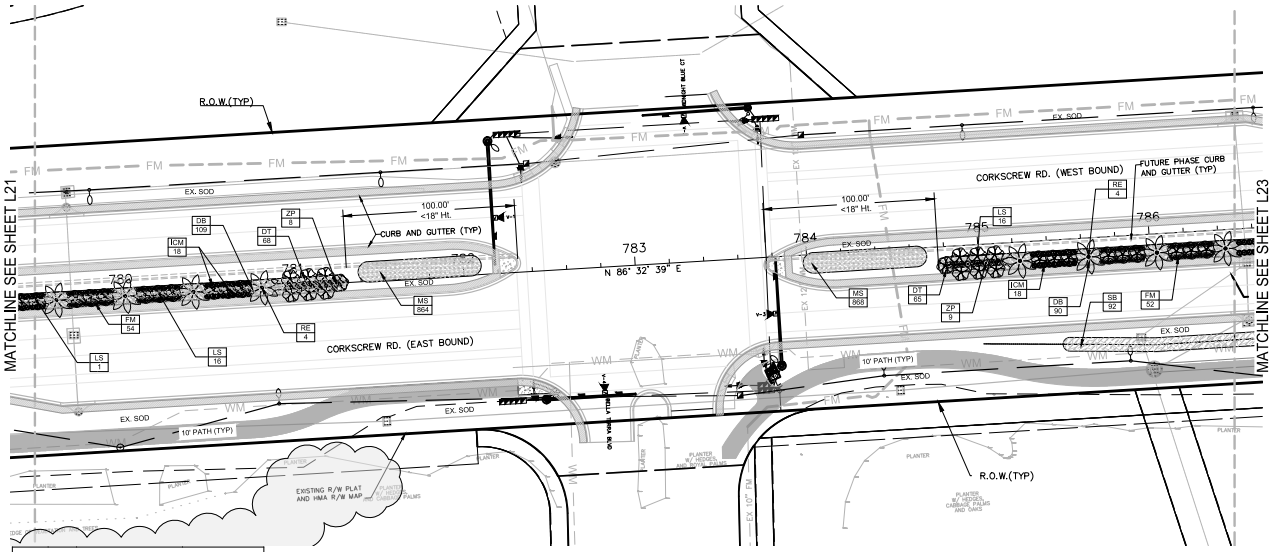
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770

STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM. THEY MUST BE CALLED INDIVIDUALLY.

N

0 15 30 60

INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'



SHRUBS			
	AD	Acrostichum danaeifolium	Leather Fern
	CIH	Chrysobalanus icaco 'Horizontalis'	Horizontal Cocoplum
	CIR	Chrysobalanus icaco 'Red Tip'	Red Tip Cocoplum
	CG	Clusia guttifera	Small-Leaf Clusia
	CE15	Conocarpus erectus sericeus	Silver Button Wood
	CA	Crinum augustum	Green Crinum Lily
	CAQ	Crinum augustum 'Queen Emma'	'Queen Emma' Crinum
	FM	Ficus microcarpa 'Green Island'	Green Island Ficus
	HPC	Hamelia patens 'Compacta'	Dwarf Firebush
	ICM	Ixora coccinea 'Maui'	Maui Ixora
	ICN	Ixora coccinea 'Nora Grant'	Nora Grant Ixora
	MC2	Myrica cerifera	Wax Myrtle
	NO	Nerium oleander	Oleander
	NOP	Nerium oleander 'Petite Pink'	Petite Pink Oleander
	SRG	Serenoa repens	Green Saw Palmetto
	SRS	Serenoa repens sericea	Silver Saw Palmetto
	SR	Strelitzia reginae	Orange Bird Of Paradise
	ZF	Zamia furfuracea	Cardboard Palm
	ZP	Zamia pumila	Coontie
GROUND COVERS			
	AG	Arachis glabrata	Perennial Peanut
	BHJ	Bougainvillea x 'Helen Johnson'	Compact Bougainvillea
	DT	Dianella tasmanica 'Blueberry'	Blueberry Flax Lily
	DB	Dietes bicolor	Yellow African Iris
	DV	Dietes vegeta	White African Iris
	EE	Eragrostis elliottii	Elliott's Love Grass
	ES	Eragrostis spectabilis	Purple Lovegrass
	EI	Emodea littoralis	Golden Creeper
	MS	Mimosa strigillosa	Sunshine Mimosa
	MC3	Muhlenbergia capillaris	Pink Muhly Grass
	PS	Pennisetum setaceum 'Alba'	White Fountain Grass
	SB	Spartina bakeri	Sand Cordgrass
	TD2	Tripsacum dactyloides	Fakahatchee Grass
	TF	Tripsacum floridanum	Dwarf Fakahatchee Grass

REFERENCE NOTES KEY PHASE1	
SYMBOL	DESCRIPTION
	Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL	DESCRIPTION
	Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds

JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
F.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059

LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION

CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA

REVISIONS

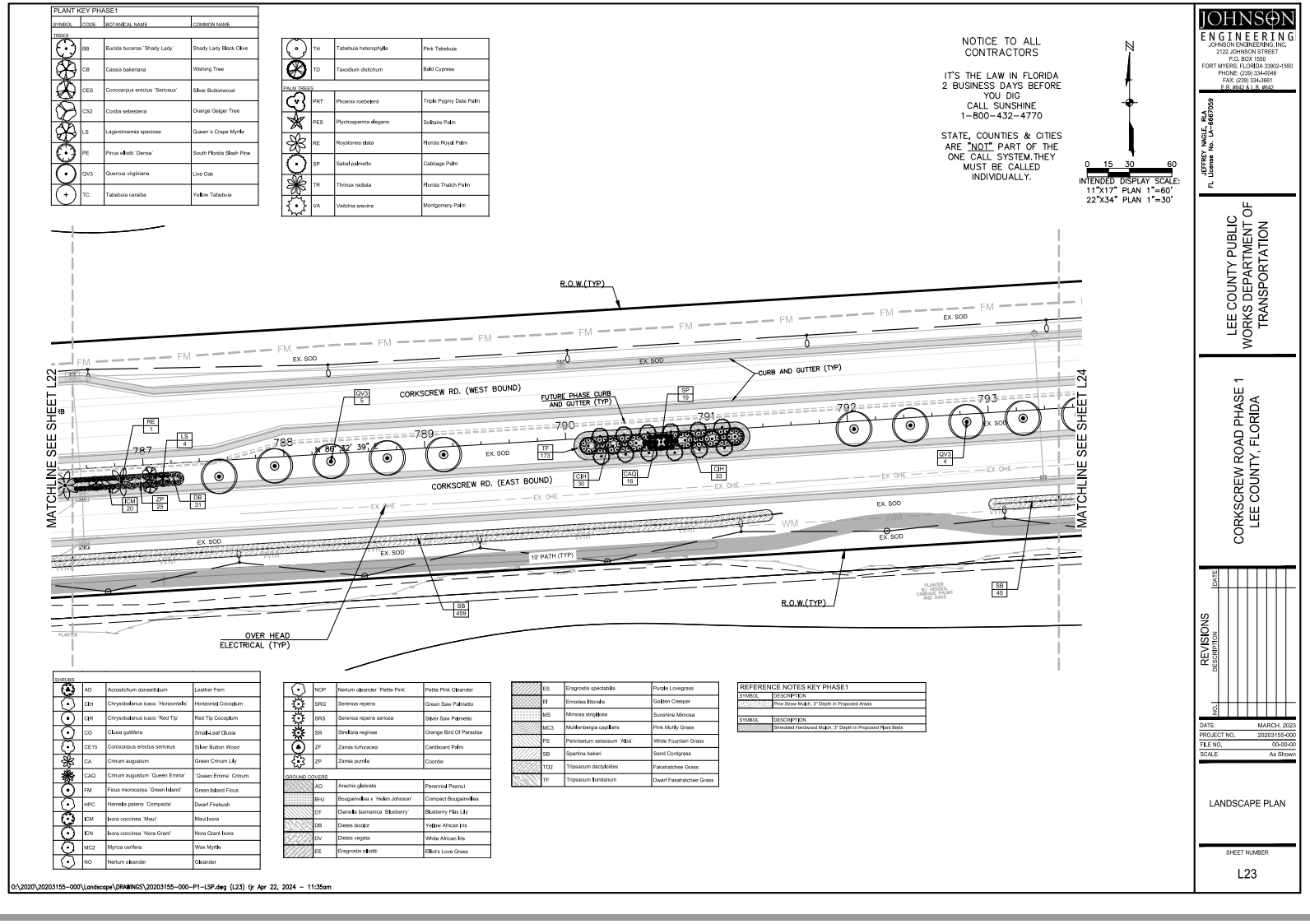
NO.	DESCRIPTION	DATE

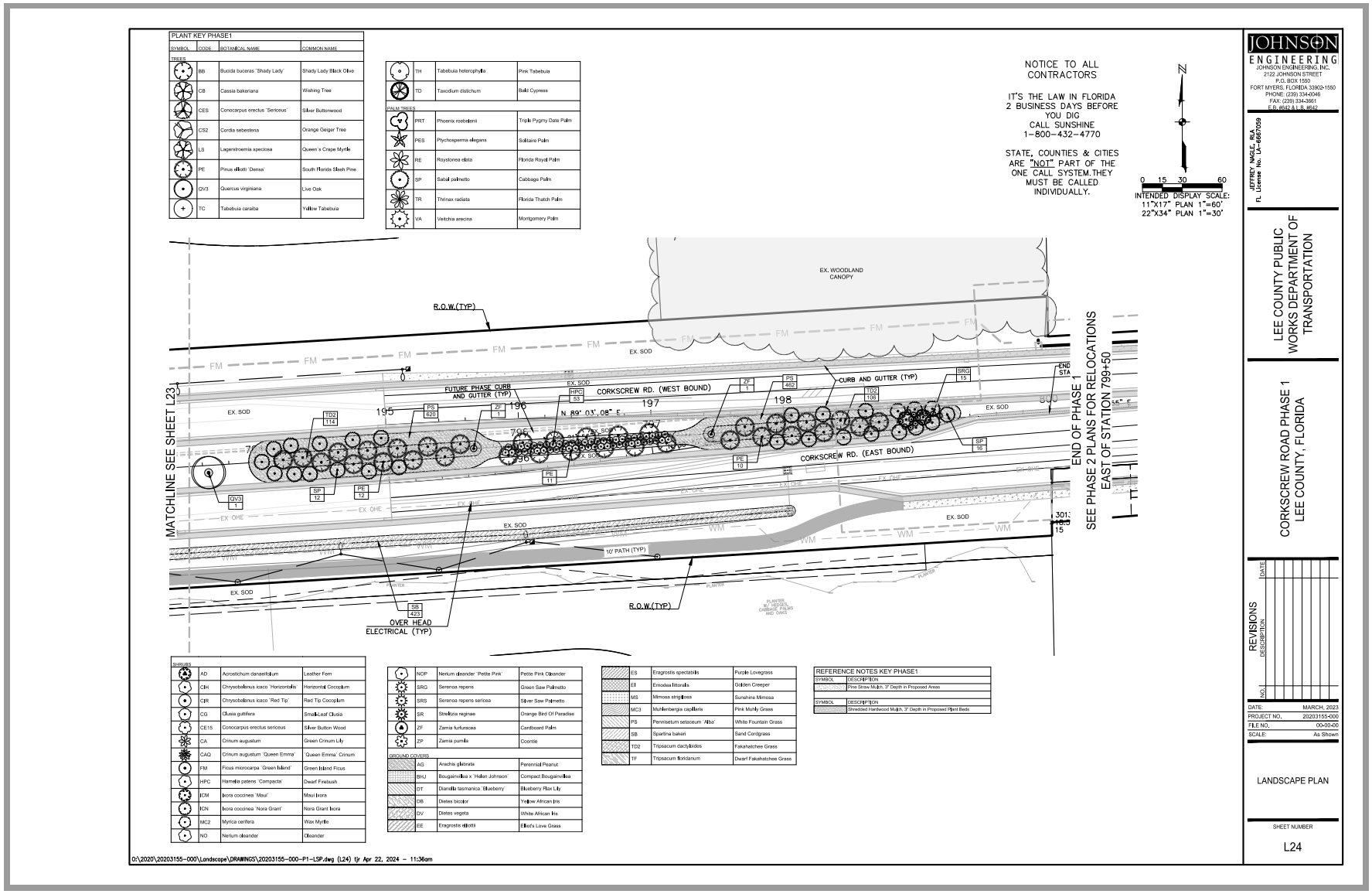
DATE:	MARCH, 2023
PROJECT NO.	20203155-000
FILE NO.	00-00-00
SCALE:	As Shown

LANDSCAPE PLAN

SHEET NUMBER
L22

O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L22) tjr Apr 22, 2024 - 11:32am


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.
N
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L22
MATCHLINE SEE SHEET L24
R.O.W.(TYP)
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
FUTURE PHASE CURB AND GUTTER (TYP)
CURB AND GUTTER (TYP)
EX. SOD
EX. OHE
FM
WM
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
PLANTER W/ HEDGES, CARIBBEAN PALMS AND OAKS
787
788
789
790
791
792
793
N 88° 32' 39" E
RE 1
LS 4
ICM 20
ZP 25
DB 31
QV3 5
TF 173
CJH 30
CAQ 16
SP 19
CJH 33
QV3 4
SB 459
SB 45
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CBH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens serissa | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L23
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L23) tjr Apr 22, 2024 - 11:35am


PLANT KEY PHASE1
SYMBOL | CODE | BOTANICAL NAME | COMMON NAME
TREES
BB | Bucida buceras 'Shady Lady' | Shady Lady Black Olive
CB | Cassia bakeriana | Wishing Tree
CES | Conocarpus erectus 'Sericeus' | Silver Buttonwood
CS2 | Cordia sebestena | Orange Geiger Tree
LS | Lagerstroemia speciosa | Queen's Crape Myrtle
PE | Pinus elliotti 'Densa' | South Florida Slash Pine
QV3 | Quercus virginiana | Live Oak
TC | Tabebuia caraiba | Yellow Tabebuia
TH | Tabebuia heterophylla | Pink Tabebuia
TD | Taxodium distichum | Bald Cypress
PALM TREES
PRT | Phoenix roebelenii | Triple Pygmy Date Palm
PES | Ptychosperma elegans | Solitaire Palm
RE | Roystonea elata | Florida Royal Palm
SP | Sabal palmetto | Cabbage Palm
TR | Thrinax radiata | Florida Thatch Palm
VA | Veitchia arecina | Montgomery Palm
NOTICE TO ALL CONTRACTORS
IT'S THE LAW IN FLORIDA 2 BUSINESS DAYS BEFORE YOU DIG CALL SUNSHINE 1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.
N
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
MATCHLINE SEE SHEET L23
EX. WOODLAND CANOPY
R.O.W.(TYP)
EX. SOD
FUTURE PHASE CURB AND GUTTER (TYP)
CORKSCREW RD. (WEST BOUND)
CURB AND GUTTER (TYP)
CORKSCREW RD. (EAST BOUND)
N 89° 03' 08" E
END OF PHASE 1
SEE PHASE 2 PLANS FOR RELOCATIONS
EAST OF STATION 799+50
10' PATH (TYP)
OVER HEAD ELECTRICAL (TYP)
EX. OHE
EX. SWF
WM
FM
SHRUBS
AD | Acrostichum danaeifolium | Leather Fern
CIH | Chrysobalanus icaco 'Horizontalis' | Horizontal Cocoplum
CIR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum
CG | Clusia guttifera | Small-Leaf Clusia
CE15 | Conocarpus erectus sericeus | Silver Button Wood
CA | Crinum augustum | Green Crinum Lily
CAQ | Crinum augustum 'Queen Emma' | 'Queen Emma' Crinum
FM | Ficus microcarpa 'Green Island' | Green Island Ficus
HPC | Hamelia patens 'Compacta' | Dwarf Firebush
ICM | Ixora coccinea 'Maui' | Maui Ixora
ICN | Ixora coccinea 'Nora Grant' | Nora Grant Ixora
MC2 | Myrica cerifera | Wax Myrtle
NO | Nerium oleander | Oleander
NOP | Nerium oleander 'Petite Pink' | Petite Pink Oleander
SRG | Serenoa repens | Green Saw Palmetto
SRS | Serenoa repens sericea | Silver Saw Palmetto
SR | Strelitzia reginae | Orange Bird Of Paradise
ZF | Zamia furfuracea | Cardboard Palm
ZP | Zamia pumila | Coontie
GROUND COVERS
AG | Arachis glabrata | Perennial Peanut
BHJ | Bougainvillea x 'Helen Johnson' | Compact Bougainvillea
DT | Dianella tasmanica 'Blueberry' | Blueberry Flax Lily
DB | Dietes bicolor | Yellow African Iris
DV | Dietes vegeta | White African Iris
EE | Eragrostis elliottii | Elliott's Love Grass
ES | Eragrostis spectabilis | Purple Lovegrass
EI | Emodea littoralis | Golden Creeper
MS | Mimosa strigillosa | Sunshine Mimosa
MC3 | Muhlenbergia capillaris | Pink Muhly Grass
PS | Pennisetum setaceum 'Alba' | White Fountain Grass
SB | Spartina bakeri | Sand Cordgrass
TD2 | Tripsacum dactyloides | Fakahatchee Grass
TF | Tripsacum floridanum | Dwarf Fakahatchee Grass
REFERENCE NOTES KEY PHASE1
SYMBOL | DESCRIPTION
Pine Straw Mulch, 3" Depth in Proposed Areas
SYMBOL | DESCRIPTION
Shredded Hardwood Mulch, 3" Depth in Proposed Plant Beds
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642
JEFFREY NAGLE, RLA
FL. License No. LA-6667059
LEE COUNTY PUBLIC WORKS DEPARTMENT OF TRANSPORTATION
CORKSCREW ROAD PHASE 1
LEE COUNTY, FLORIDA
REVISIONS
NO. | DESCRIPTION | DATE
DATE: MARCH, 2023
PROJECT NO. 20203155-000
FILE NO. 00-00-00
SCALE: As Shown
LANDSCAPE PLAN
SHEET NUMBER
L24
O:\2020\20203155-000\Landscape\DRAWINGS\20203155-000-P1-LSP.dwg (L24) tjr Apr 22, 2024 - 11:36am

Village of Estero, Florida
Corkscrew Raod - Pathway, Lighting, and Landscaping
GMP - Cost Saving Initiative (Landscape and Irrigation)
November 25th 2024)

Item Description	Original GMP Total	GMP with Landscape and Irrigation Savings	Estimated Cost Savings
Project Superintendent	$403,200.00	$376,320.00	($26,880.00)
Project Manager	$270,000.00	$252,000.00	($18,000.00)
Project Administrator	$140,400.00	$131,040.00	($9,360.00)
General Superintendent	$94,944.00	$92,736.00	($2,208.00)
Traffic Control	$811,544.40	$768,093.60	($43,450.80)
Equipment Rental	$159,716.57	$147,885.71	($11,830.86)
Fuel - Equipment Rental	$26,910.30	$24,916.94	($1,993.36)
Miscellaneous Tools and Equipment	$19,285.71	$17,857.14	($1,428.57)
Plantings (Landscape & Irrigation)	$4,601,558.83	$3,142,382.03	($1,459,176.80)
Performance & Payment Bonds	$207,586.00	$190,230.00	($17,356.00)
General Liability Insurance	$219,891.00	$201,508.00	($18,383.00)
Contingency Fund (Allowance)	$1,406,380.00	$1,288,808.00	($117,572.00)
CMAR Fee (6.5%)	$1,310,278.00	$1,200,740.00	($109,538.00)
Total Estimated Savings			($1,837,177.39)

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		

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 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			

WRIGHT CONSTRUCTION GROUP

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

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

Print Date 9/27/2024 11:40 AM

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.

Print Date 9/27/2024 12:48 PM

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.

Print Date 9/27/2024 12:48 PM

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

Print Date 9/27/2024 12:48 PM

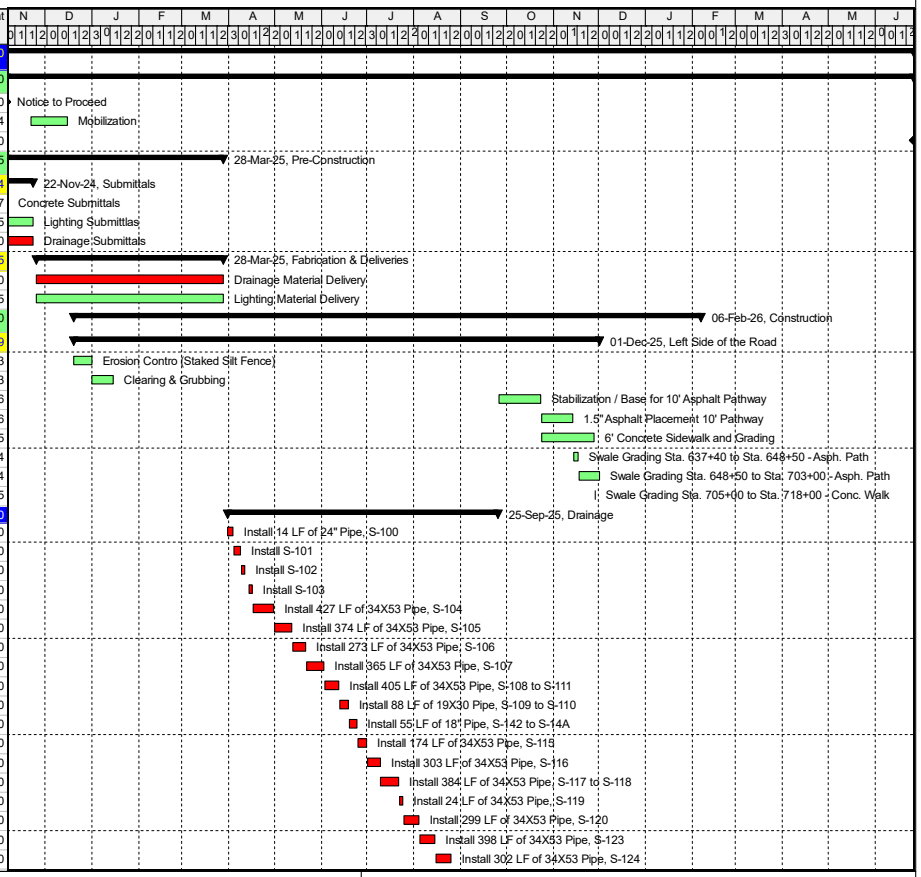
TASK filter: All Activities

Wright Construction Group

VOE Corkscrew Road Pathway Improvements - Baseline

Run Date: 26-Sep-24 10:13
Data Date: 05-Nov-24
Forecast Completion Date: 26-Jun-26

Activity ID	Activity Name	Planned Duration	Start	Finish	Total Float
VOE Corkscrew Road Pathway Improvements		429	05-Nov-24	26-Jun-26	0
Milestones		429	05-Nov-24	26-Jun-26	0
M-1000	Notice to Proceed	0	05-Nov-24		0
M-1020	Mobilization	30	21-Nov-24	15-Dec-24	94
M-1030	Final Completion	0		26-Jun-26	0
Pre-Construction		104	05-Nov-24	28-Mar-25	325
Submittals		14	05-Nov-24	22-Nov-24	374
SUB-1000	Concrete Submittals	1	05-Nov-24	05-Nov-24	387
SUB-1010	Lighting Submittlas	14	05-Nov-24	22-Nov-24	325
SUB-1020	Drainage Submittals	14	05-Nov-24	22-Nov-24	0
Fabrication & Deliveries		90	25-Nov-24	28-Mar-25	325
FAB-1000	Drainage Material Delivery	90	25-Nov-24	28-Mar-25	0
FAB-1010	Lighting Material Delivery	90	25-Nov-24	28-Mar-25	325
Construction		296	19-Dec-24	06-Feb-26	100
Left Side of the Road		247	19-Dec-24	01-Dec-25	149
CON-1020	Erosion Contro (Staked Silt Fence)	8	19-Dec-24	31-Dec-24	53
CON-1000	Clearing & Grubbing	10	31-Dec-24	14-Jan-25	53
CON-1040	Stabilization / Base for 10' Asphalt Pathway	20	26-Sep-25	23-Oct-25	46
CON-1050	1.5" Asphalt Placement 10' Pathway	15	24-Oct-25	13-Nov-25	46
CON-1060	6' Concrete Sidewalk and Grading	25	24-Oct-25	27-Nov-25	135
CON-1070	Swale Grading Sta. 637+40 to Sta. 648+50 - Asph. Path	2	14-Nov-25	17-Nov-25	134
CON-1080	Swale Grading Sta. 648+50 to Sta. 703+00 - Asph. Path	10	18-Nov-25	01-Dec-25	134
CON-1100	Swale Grading Sta. 705+00 to Sta. 718+00 - Conc. Walk	1	28-Nov-25	28-Nov-25	135
Drainage		129	31-Mar-25	25-Sep-25	0
DRN-1000	Install 14 LF of 24" Pipe, S-100	4	31-Mar-25	03-Apr-25	0
DRN-1010	Install S-101	3	04-Apr-25	08-Apr-25	0
DRN-1020	Install S-102	3	09-Apr-25	11-Apr-25	0
DRN-1030	Install S-103	3	14-Apr-25	16-Apr-25	0
DRN-1040	Install 427 LF of 34X53 Pipe, S-104	10	17-Apr-25	30-Apr-25	0
DRN-1050	Install 374 LF of 34X53 Pipe, S-105	8	01-May-25	12-May-25	0
DRN-1060	Install 273 LF of 34X53 Pipe, S-106	7	13-May-25	21-May-25	0
DRN-1070	Install 365 LF of 34X53 Pipe, S-107	8	22-May-25	02-Jun-25	0
DRN-1080	Install 405 LF of 34X53 Pipe, S-108 to S-111	8	03-Jun-25	12-Jun-25	0
DRN-1090	Install 88 LF of 19X30 Pipe, S-109 to S-110	4	13-Jun-25	18-Jun-25	0
DRN-1100	Install 55 LF of 18" Pipe, S-142 to S-14A	4	19-Jun-25	24-Jun-25	0
DRN-1110	Install 174 LF of 34X53 Pipe, S-115	4	25-Jun-25	30-Jun-25	0
DRN-1120	Install 303 LF of 34X53 Pipe, S-116	7	01-Jul-25	09-Jul-25	0
DRN-1130	Install 384 LF of 34X53 Pipe, S-117 to S-118	8	10-Jul-25	21-Jul-25	0
DRN-1140	Install 24 LF of 34X53 Pipe, S-119	3	22-Jul-25	24-Jul-25	0
DRN-1150	Install 299 LF of 34X53 Pipe, S-120	7	25-Jul-25	04-Aug-25	0
DRN-1160	Install 398 LF of 34X53 Pipe, S-123	8	05-Aug-25	14-Aug-25	0
DRN-1170	Install 302 LF of 34X53 Pipe, S-124	7	15-Aug-25	25-Aug-25	0



Actual Work | Remaining Work | Critical Remaining Work | Summary | Milestone

Classic Schedule Layout
Page 1 of 2

CPM prepared by WCG

© Oracle Corporation

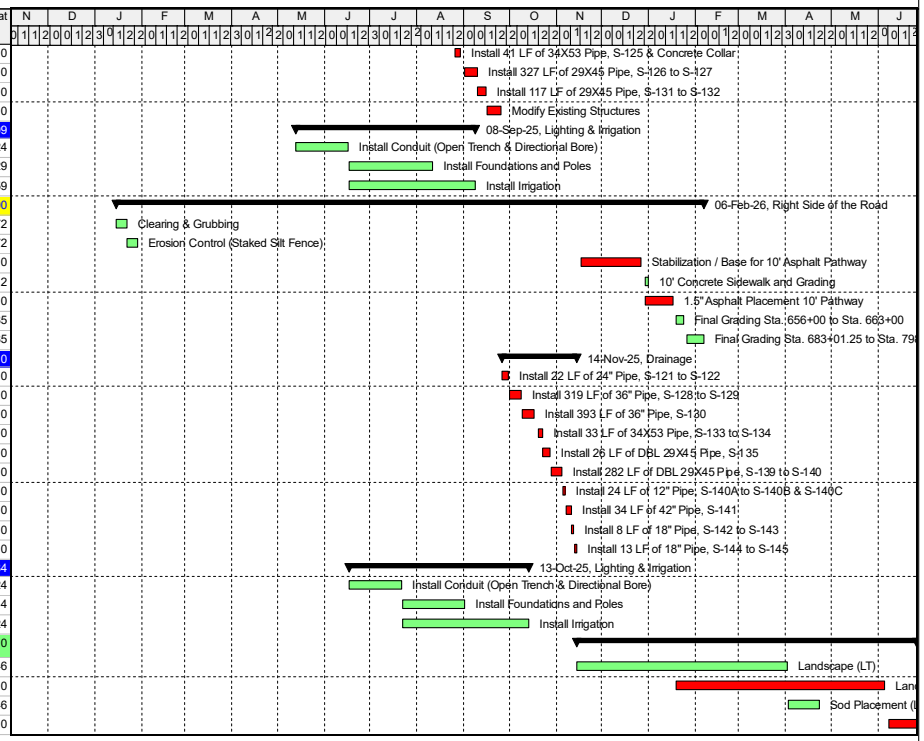
TASK filter: All Activities

Wright Construction Group

VOE Corkscrew Road Pathway Improvements - Baseline

Run Date: 26-Sep-24 10:13
Data Date: 05-Nov-24
Forecast Completion Date: 26-Jun-26

Activity ID	Activity Name	Planned Duration	Start	Finish	Total Float
DRN-1180	Install 41 LF of 34X53 Pipe, S-125 & Concrete Collar	4	26-Aug-25	29-Aug-25	0
DRN-1190	Install 327 LF of 29X45 Pipe, S-126 to S-127	7	01-Sep-25	09-Sep-25	0
DRN-1200	Install 117 LF of 29X45 Pipe, S-131 to S-132	4	10-Sep-25	15-Sep-25	0
DRN-1210	Modify Existing Structures	8	16-Sep-25	25-Sep-25	0
Lighting & Irrigation		85	13-May-25	08-Sep-25	209
L&I-1000	Install Conduit (Open Trench & Directional Bore)	25	13-May-25	16-Jun-25	24
L&I-1020	Install Foundations and Poles	40	17-Jun-25	11-Aug-25	229
L&I-1030	Install Irrigation	60	17-Jun-25	08-Sep-25	59
Right Side of the Road		278	14-Jan-25	06-Feb-26	100
CON-1010	Clearing & Grubbing	5	14-Jan-25	21-Jan-25	172
CON-1030	Erosion Control (Staked Silt Fence)	5	21-Jan-25	28-Jan-25	172
CON-1090	Stabilization / Base for 10' Asphalt Pathway	30	17-Nov-25	26-Dec-25	0
CON-1110	10' Concrete Sidewalk and Grading	3	29-Dec-25	31-Dec-25	112
CON-1120	1.5" Asphalt Placement 10' Pathway	15	29-Dec-25	16-Jan-26	0
CON-1130	Final Grading Sta. 656+00 to Sta. 663+00	5	19-Jan-26	23-Jan-26	85
CON-1140	Final Grading Sta. 683+01.25 to Sta. 798+85	10	26-Jan-26	06-Feb-26	85
Drainage		36	26-Sep-25	14-Nov-25	0
DRN-1220	Install 22 LF of 24" Pipe, S-121 to S-122	3	26-Sep-25	30-Sep-25	0
DRN-1230	Install 319 LF of 36" Pipe, S-128 to S-129	6	01-Oct-25	08-Oct-25	0
DRN-1240	Install 393 LF of 36" Pipe, S-130	7	09-Oct-25	17-Oct-25	0
DRN-1250	Install 33 LF of 34X53 Pipe, S-133 to S-134	3	20-Oct-25	22-Oct-25	0
DRN-1260	Install 26 LF of DBL 29X45 Pipe, S-135	3	23-Oct-25	27-Oct-25	0
DRN-1270	Install 282 LF of DBL 29X45 Pipe, S-139 to S-140	6	28-Oct-25	04-Nov-25	0
DRN-1280	Install 24 LF of 12" Pipe, S-140A to S-140B & S-140C	2	05-Nov-25	06-Nov-25	0
DRN-1290	Install 34 LF of 42" Pipe, S-141	2	07-Nov-25	10-Nov-25	0
DRN-1300	Install 8 LF of 18" Pipe, S-142 to S-143	2	11-Nov-25	12-Nov-25	0
DRN-1310	Install 13 LF of 18" Pipe, S-144 to S-145	2	13-Nov-25	14-Nov-25	0
Lighting & Irrigation		85	17-Jun-25	13-Oct-25	184
L&I-1010	Install Conduit (Open Trench & Directional Bore)	25	17-Jun-25	21-Jul-25	24
L&I-1040	Install Foundations and Poles	30	22-Jul-25	01-Sep-25	214
L&I-1050	Install Irrigation	60	22-Jul-25	13-Oct-25	24
Close Out		161	14-Nov-25	26-Jun-26	0
CL-1000	Landscape (LT)	100	14-Nov-25	02-Apr-26	46
CL-1020	Landscape (RT)	100	19-Jan-26	05-Jun-26	0
CL-1010	Sod Placement (LT)	15	03-Apr-26	23-Apr-26	46
CL-1030	Sod Placement (RT)	15	08-Jun-26	26-Jun-26	0



Actual Work | Critical Remaining Work | Summary
Remaining Work | Milestone

Classic Schedule Layout
Page 2 of 2

CPM prepared by WCG

© Oracle Corporation

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

ALTERNATE PRICES

None provided

Print Date 9/27/2024 11:42 AM

		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
December 18, 2024

Agenda Item:

Pavement Striping and Marking Services

Motion to approve awarding ITB 100525 Pavement Striping and Marking Services to McShea Contracting LLC for the amount of $577,194.

Approve a $57,000 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:

Various roadways and surfaces are in need of line and marking repainting and thermoplastic applications.

Description:

An ITB for Pavement Striping and Marking Services was issued on October 21, 2024. The project was posted publicly for 30 days and directed to two contractors known to be in the field. The Village received one bid. The bid received has been evaluated and compared to prior work and costs performed by the Village in the past and compared to recent bid information from Bonita Springs. The ITB requested a price for 12 Village streets and a price for thermoplastic line striping and markings

Action Requested:

Motion to approve awarding ITB 100525 Pavement Striping and Marking Services to McShea Contracting LLC for the amount of $577,194.

Approve a $57,000 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:

This award shall take effect immediately upon adoption. The project is estimated to begin in January.

Financial Impact:

Project cost of $577,194 fee from the unallocated general fund for completion of this project.

Prepared by: Steve Gillette

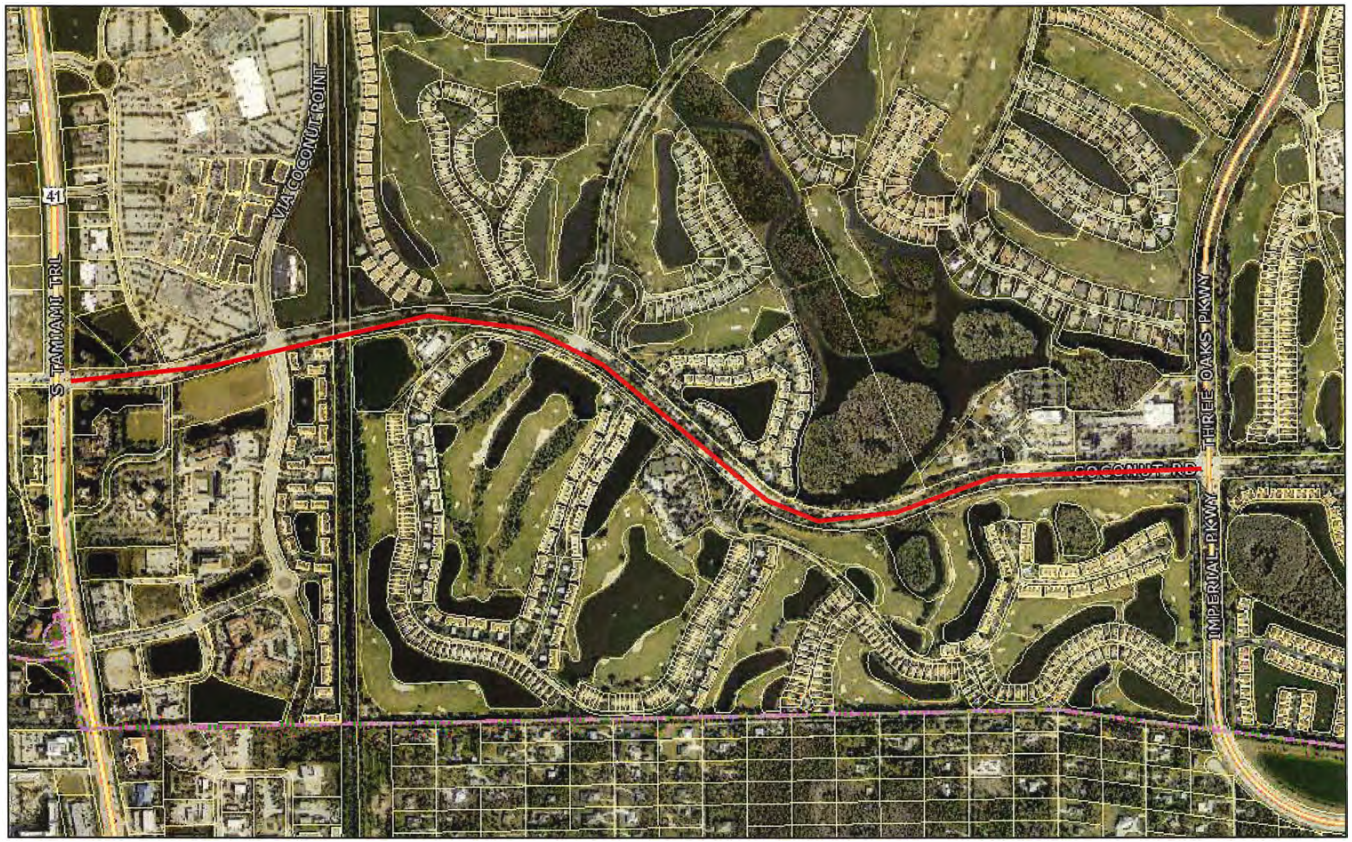
Attachments:

1. Location Map
2. ITB 100525 Bid
3. ITB 100525 Bid Tabulation Sheet
4. Contract

Coconut Rd-Three Oaks to US 41

Attachment #1

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:11,950

0 550 1,100 2,200 ft

0 165 330 660 m

HospitalLocations

Library Locations

School Locations

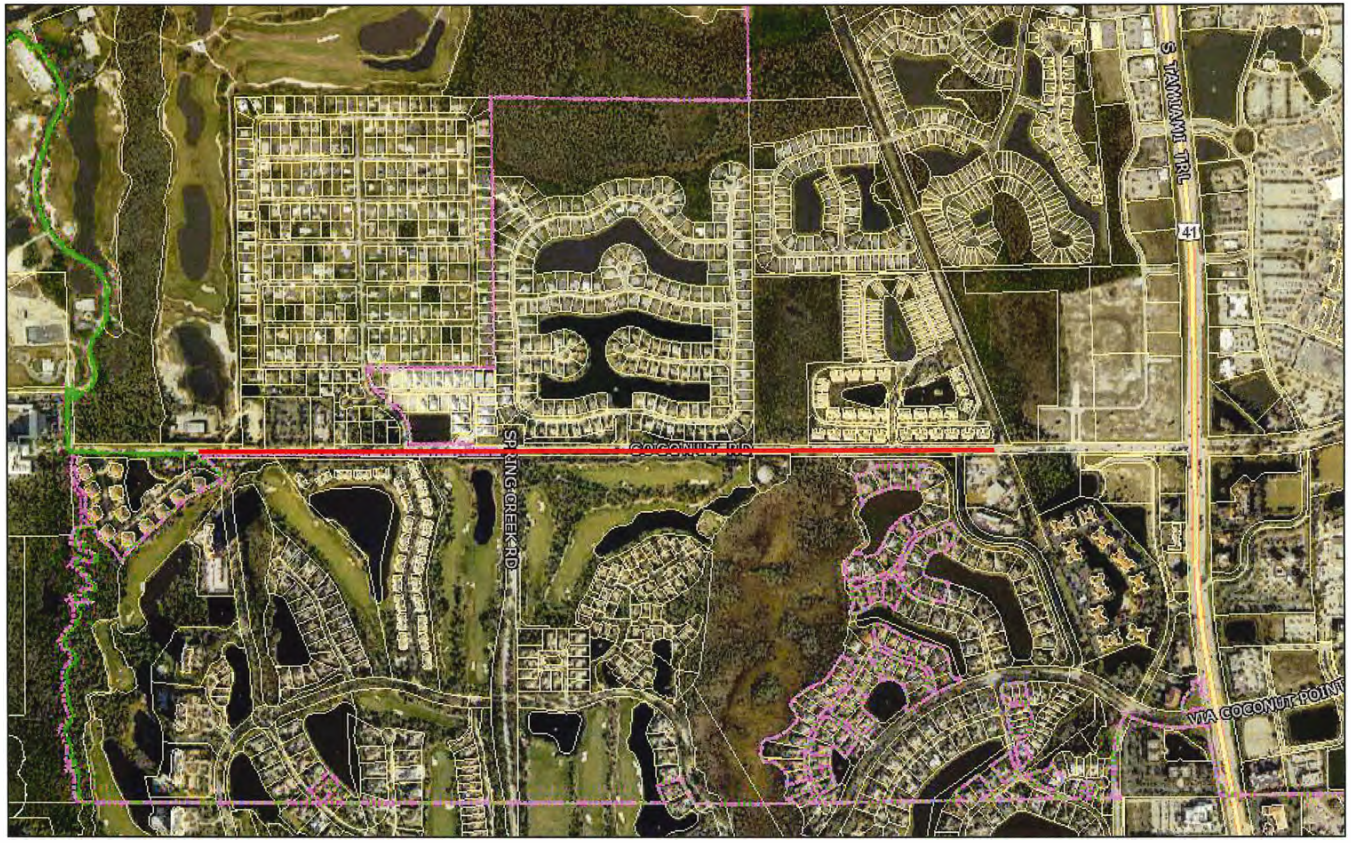
School Locations

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Coconut Rd -West of US 41 from Elks Lodge to Via Viento

Attachment #2

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:11,950

0 550 1,100 2,200 ft

0 165 330 660 m

- HospitalLocations
- Library Locations

School Locations

- School Locations

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Via Coconut Point-Corkscrew Rd to Coconut Rd

Attachment #3

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

County Boundary

US 41

Parcels Far

Major Roads Medium

Other Highways

I - 75

Other Roads

1:47,800

0 2,200 4,400 8,800 ft

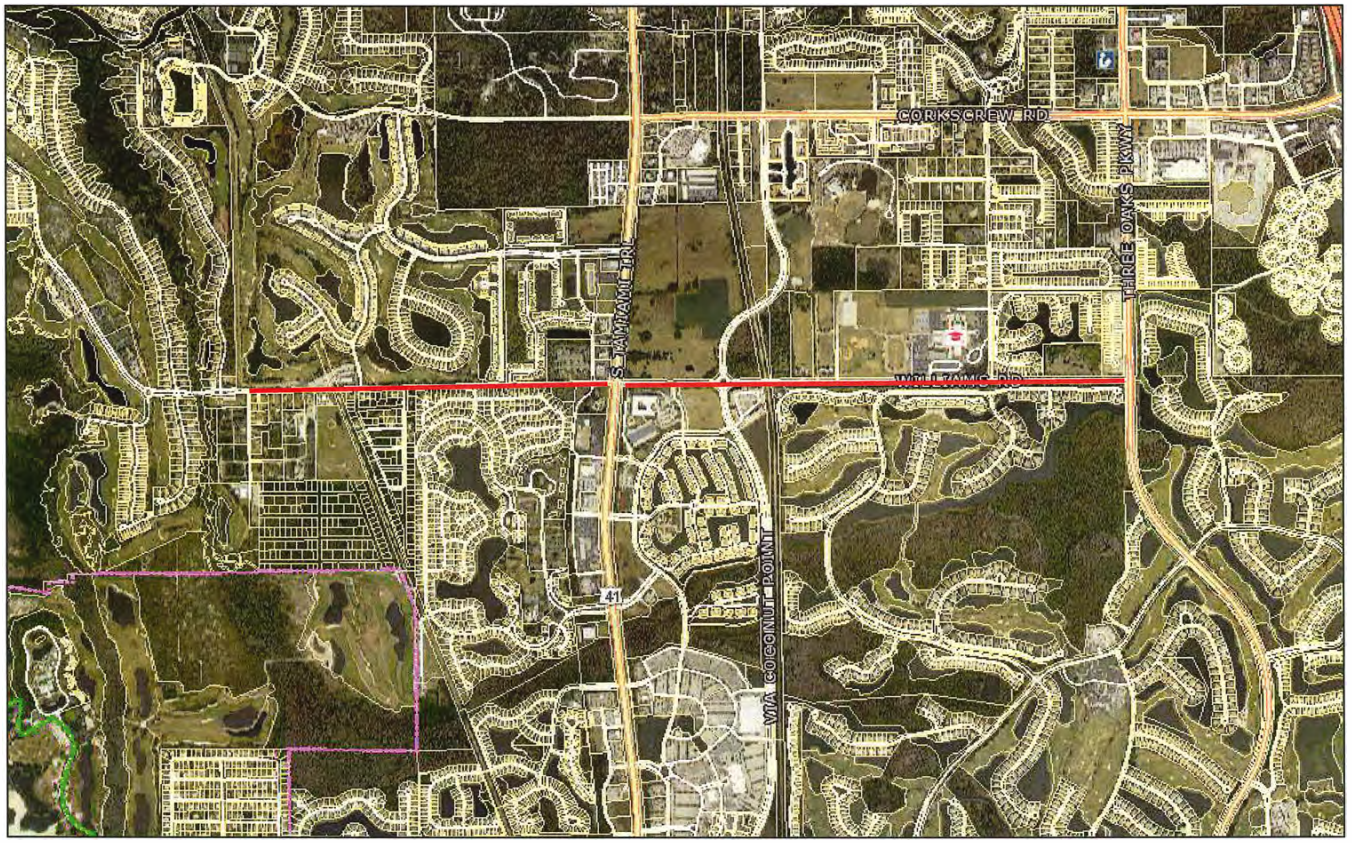
0 650 1,300 2,600 m

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Williams Rd- Three Oaks Pkwy to Kings Rd

Attachment #4

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

HospitalLocations

Library Locations

School Locations

School Locations

CCC_Parks

County Boundary

Major Roads Medium

I - 75

US 41

Other Highways

Other Roads

1:23,900

0 1,100 2,200 4,400 ft

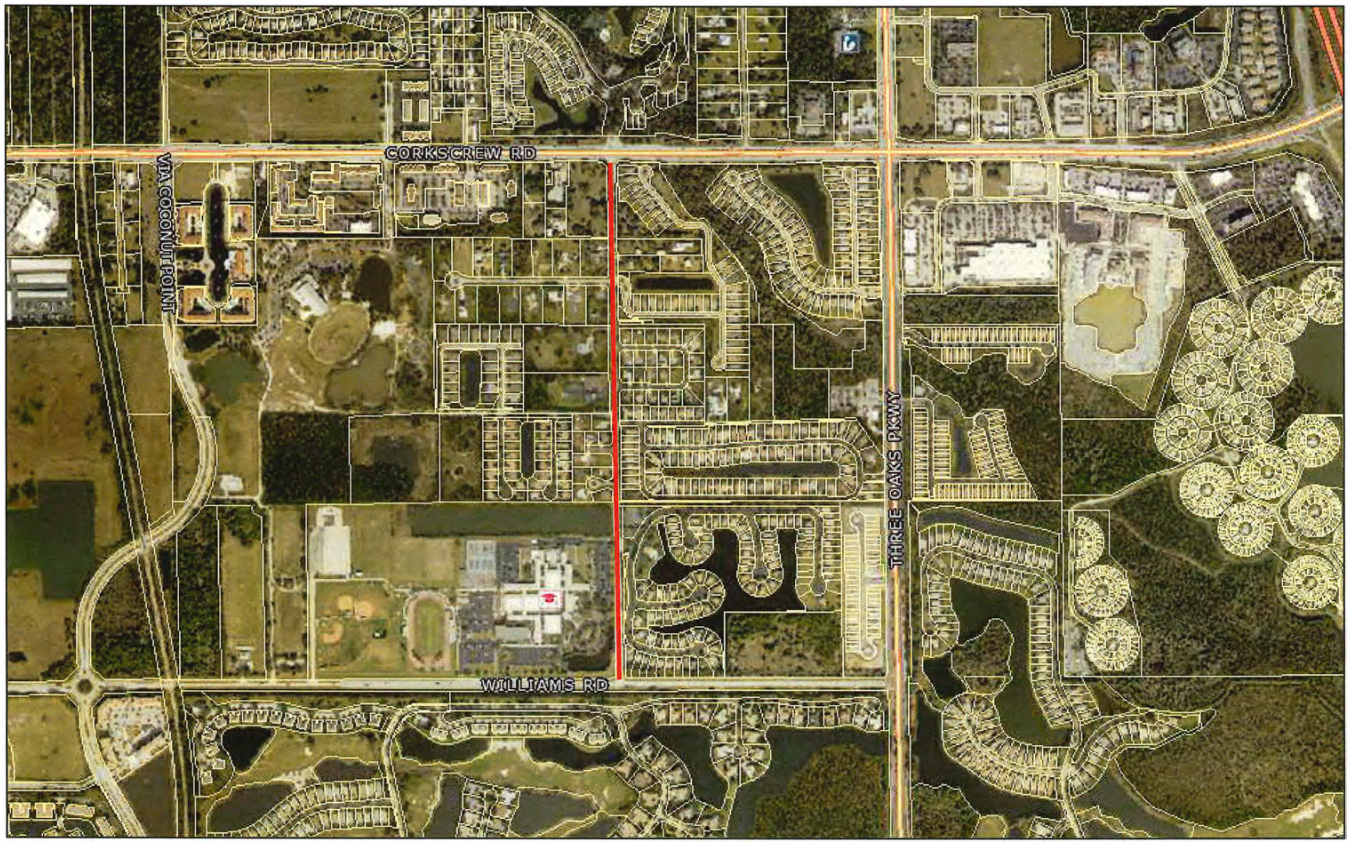
0 330 660 1,320 m

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

River Ranch Rd- Corkscrew Rd to Williams Rd

Attachment #5

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:11,950

0 550 1,100 2,200 ft

0 165 330 660 m

HospitalLocations

Library Locations

School Locations

School Locations

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Sandy Ln. -Corkscrew Rd to Broadway East

Attachment #6

GeoView Map



Broadway East- US 41 to end of the road

Attachment #7

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:11,950

0 550 1,100 2,200 ft

0 165 330 660 m

HospitalLocations

Library Locations

School Locations

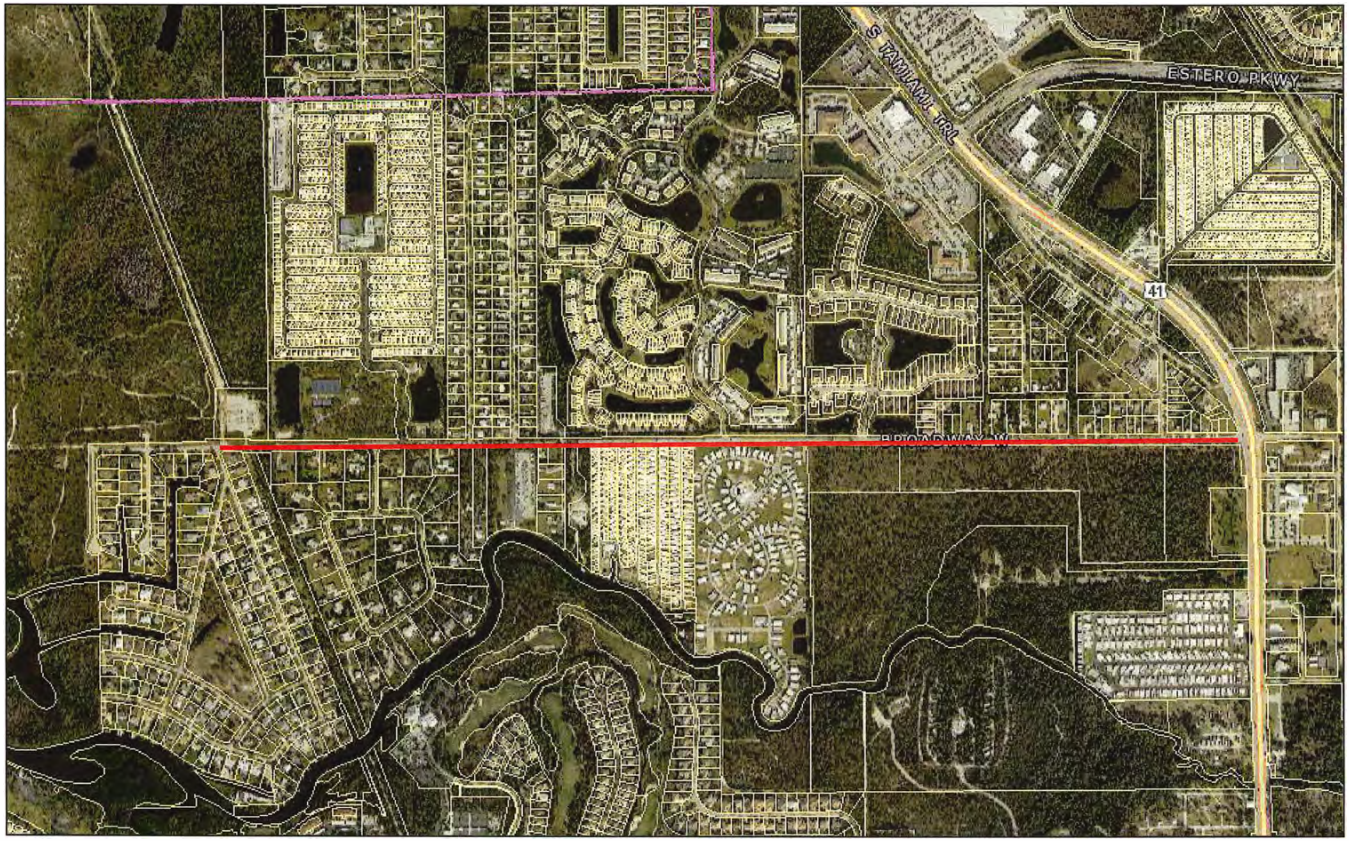
School Locations

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Broadway West- US 41 to Pine Tree Ln.

Attachment #9

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:11,950

0 550 1,100 2,200 ft

0 165 330 660 m

- HospitalLocations
- Library Locations

School Locations

- School Locations

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Charing Cross

Attachment #12

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:5,975

0 275 550 1,100 ft

0 80 160 320 m

HospitalLocations

Library Locations

School Locations

School Locations

CCC_Parks

County Boundary

Major Roads Medium

I - 75

US 41

Other Highways

Other Roads

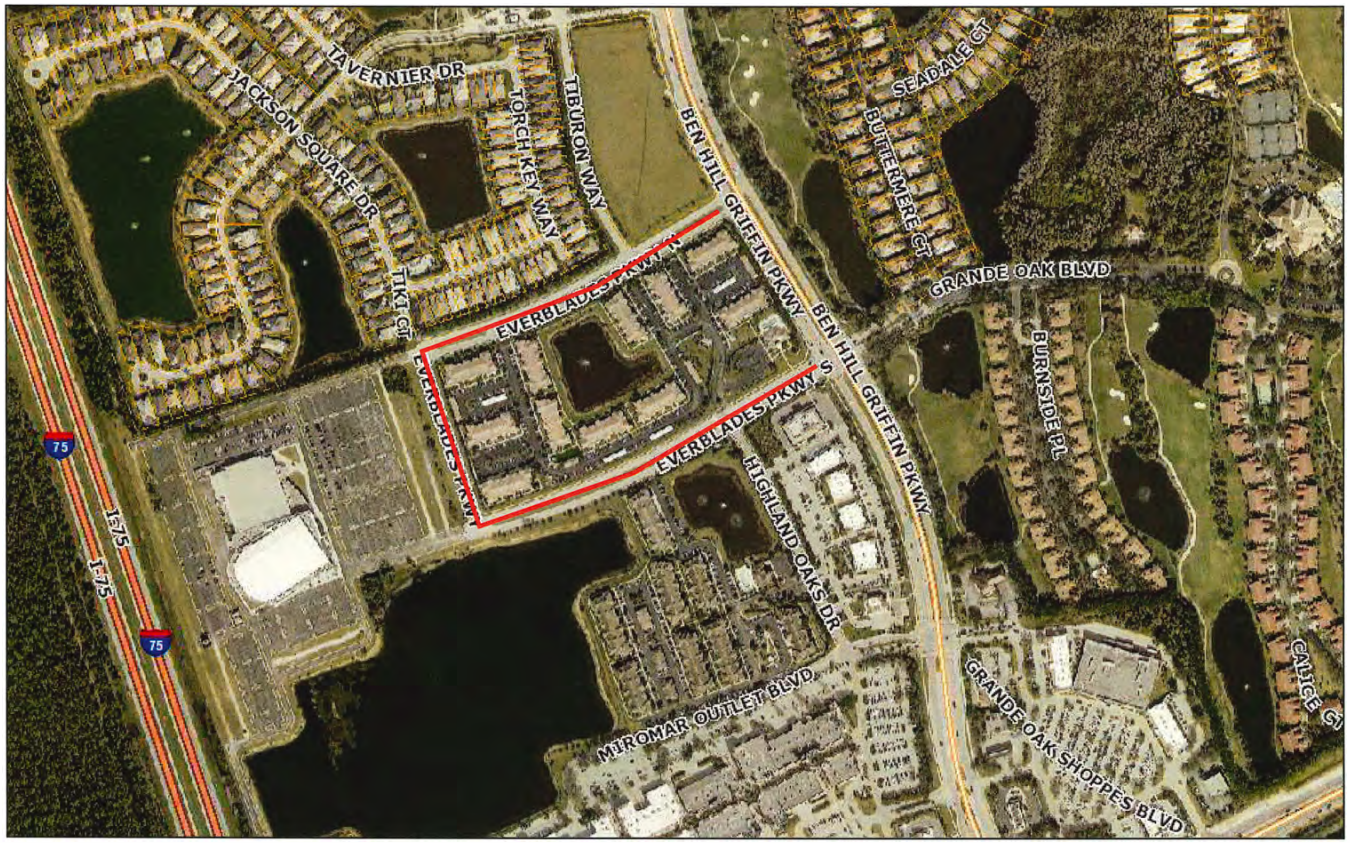
Parcels Near

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Everblades Parkway- Ben Hil Griffin to BenHill Griffin

Attachment #13

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:5,975

0 275 550 1,100 ft

0 80 160 320 m

HospitalLocations
Library Locations

School Locations
School Locations
CCC_Parks

County Boundary

Major Roads Medium
I - 75

US 41
Other Highways
Other Roads

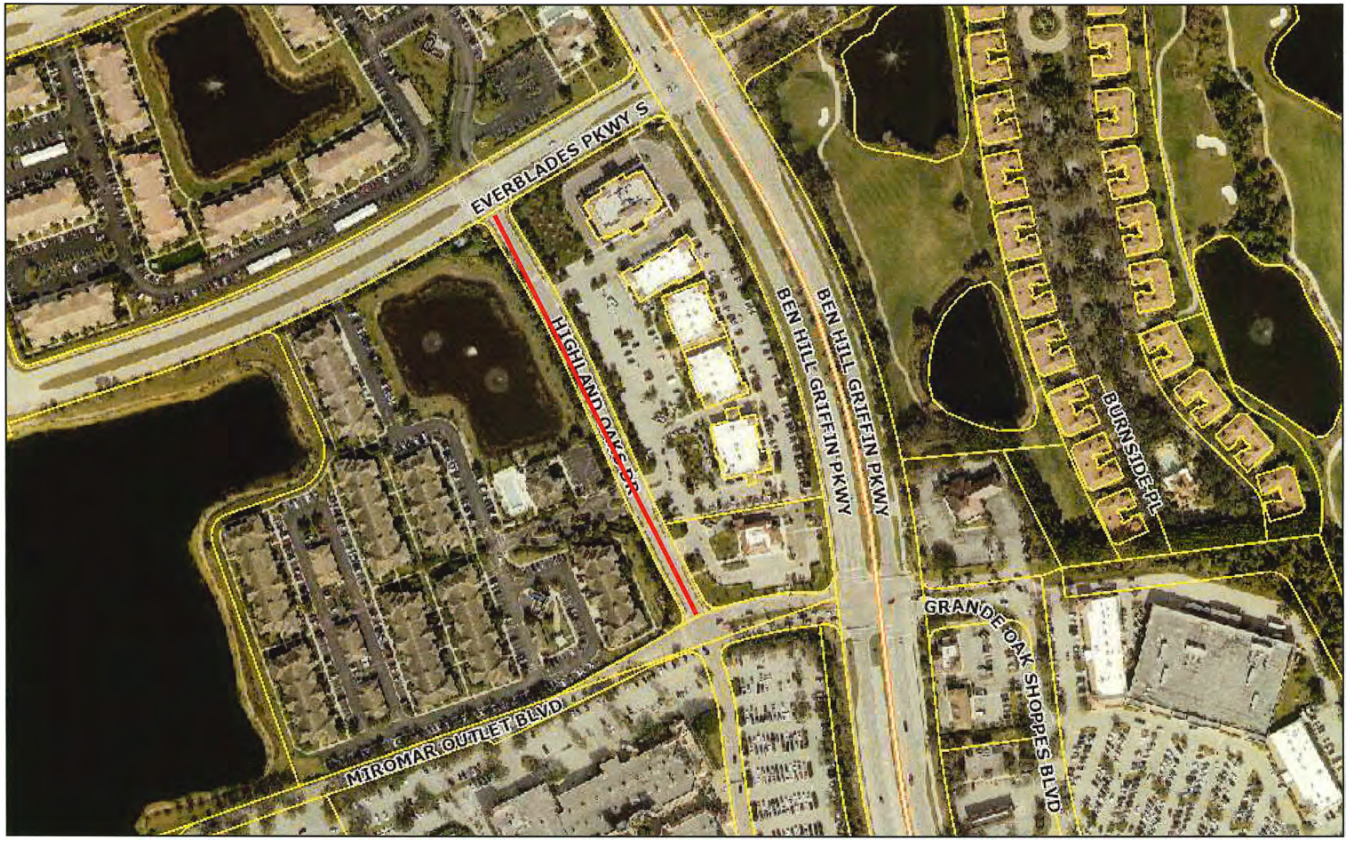
Parcels Near

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Highland Oaks Dr- Everblades to Miromar Outlet Blvd

Attachment #14

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:3,187

0 150 300 600 ft

0 40 80 160 m

HospitalLocations
Library Locations

School Locations
School Locations
CCC_Parks

County Boundary

Major Roads Medium
I - 75

US 41
Other Highways
Other Roads

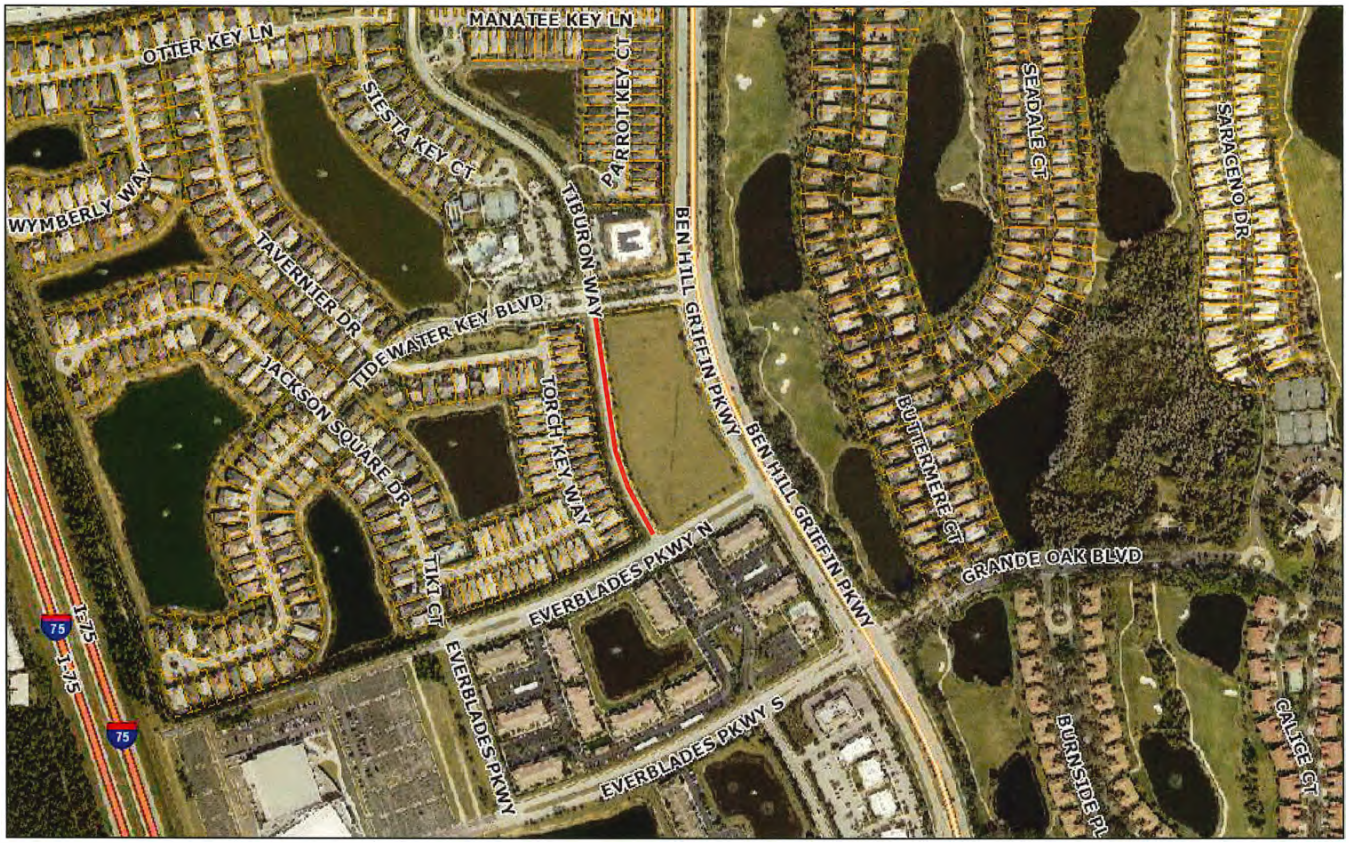
Parcels Near

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Tibur⌐on Way- Tidewater⌐ Key to Ever⌐blades Pkwy

Attachment #15

GeoView Map



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:5,975

0 275 550 1,100 ft

0 80 160 320 m

HospitalLocations

Library Locations

School Locations

School Locations

CCC_Parks

County Boundary

Major Roads Medium

I - 75

US 41

Other Highways

Other Roads

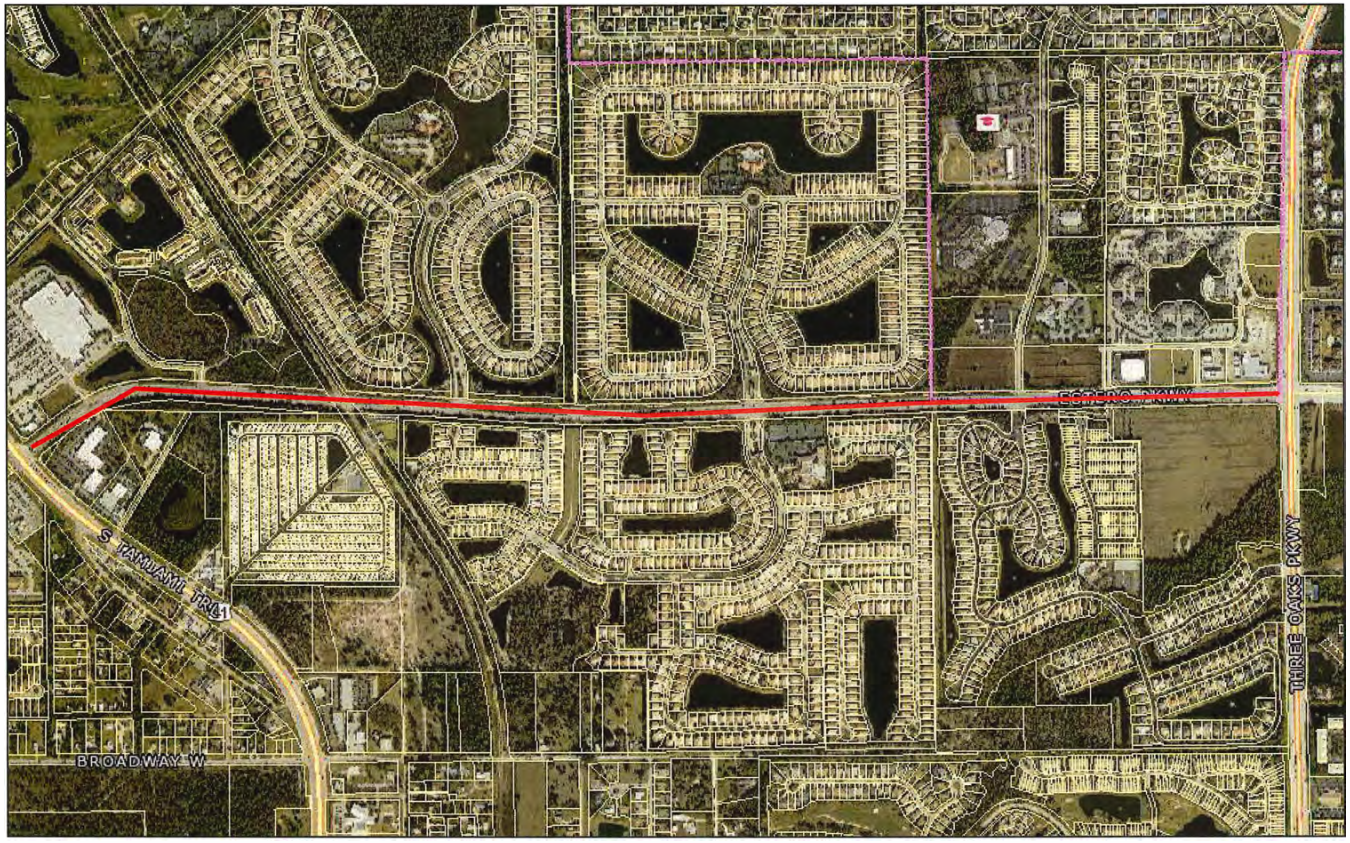
Parcels Near

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

Estero Parkway- Three Oaks Pkwy to US 41

GeoView Map

Attachment #16



October 2, 2024

Air Photos: 2024 Hi-Res (3 inch)

1:11,950

0 550 1,100 2,200 ft

0 165 330 660 m

- HospitalLocations
- Library Locations

School Locations

- School Locations

This map is NOT a legal land survey and should not be used or relied upon as such.
No warranties, express or implied, are provided with the data, use, accuracy or interpretation.

100525

Pavement Striping and Marking Services

Issue Date: 10/21/2024
Questions Deadline: 11/11/2024 11:00 AM (ET)
Response Deadline: 11/21/2024 11:00 AM (ET)

Contact Information

Contact: Steve Gillette
Address: Procurement Manager
9401 Corkscrew Palms Cir
Estero, FL 33928

Event Information

Number:	100525
Title:	Pavement Striping and Marking Services
Type:	Invitation to Bid
Issue Date:	10/21/2024
Question Deadline:	11/11/2024 11:00 AM (ET)
Response Deadline:	11/21/2024 11:00 AM (ET)
Notes:	The Village of Estero, FL invites the submission of qualifications from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide **Pavement Striping and Marking Services.** The Firm must furnish all labor, materials, equipment, and incidentals required to complete all work to the Village's quality standards. Solicitation documents and deadlines are available at **https://estero.ionwave.net/HomePage.aspx** All bids/proposals must be submitted sealed and online in the IONWWAVE system. Disadvantaged Business Enterprise (DBE) and Woman and Minority-Owned Business Enterprises (W/MBE) companies are encouraged to submit a bid. Persons with disabilities requiring reasonable accommodation to participate in any aspect of this ITB should contact the Village Clerk at (239) 221-5035 as promptly as possible to allow the Village to examine the request and determine what, if any accommodations are possible.

Please consider registering, at no charge, with the Village of Estero at the above website to receive future solicitations.

Ship To Information

Address: 2nd Floor
9401 Corkscrew Palms Cir
Estero, FL 33928

Billing Information

Contact: Accounts Payable
Address: 9401 Corkscrew Palms Cir
Estero, FL 33928
Email: accountspayable@estero-fl.gov

Bid Activities

Posting of Final Addenda 11/11/2024 11:00:00 AM (ET)

Bid Attachments

ITB Document.pdf Download
ITB Document

zz Pavement Restriping Attachments 1-16.pdf Download
Attachments 1-16 (please note the roads shown for Attachments 8, 10 & 11 have been omitted from the bid)

Form Lobbying Affidavit.docx Download
Lobbying Affidavit

Form Non-Collusion Affadavit.docx Download
Non-Collusion Affidavit

part3.pdf Download

MUTC Part 3

zz FDOT Section 706 Traffic RPM Specs.pdf Download

Section 706 Specs

zz FDOT Section 711 and 711-001.pdf Download

Section 711 Specs.

Requested Attachments

Certificate of Insurance
(Attachment required)

Upload Contractor's Certificate of Insurance showing coverage of all required insurance.

W9
(Attachment required)

Upload Vendor's W9

Lobbying Affidavit
(Attachment required)

Upload this form found in Attachments

Non-Collusion Affidavit
(Attachment required)

Upload this form found in Attachments

Maintenance of Traffic Plan (MOT)
(Attachment required)

A Maintenance Of Traffic Plan (MOT) shall be submitted with this Bid Opportunity.

Bid Attributes

1	**Are there any modifications or deviations from specifications?** Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the Bidder/Proposer being declared nonresponsive or to have the award of the bid/proposal rescinded by the Village. ☐ No ☐ Yes *(Required: Check only one)*
2	**Modification Continued** If responder indicated above that modifications are needed, provide additional information. If no modifications indicated, enter N/A. *(Required: Maximum 4000 characters allowed)*

3 **Drug Free Certification**

In accordance with Florida Statutes § 287.087, Bidder/Proposer hereby certifies that the Company does:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the Drug-Free statement.

4. Notify the employees that as a condition of working on the commodities or contractual services that are under proposal, employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or no lo contendere to, any violation of Chapter 1893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

☐ I Accept and Certify
(Optional: Check if applicable)

4 **Bidder's/Proposer's Certification**

AAs an authorized representative of the Bidder/Proposer, I have carefully examined this solicitation which includes details and information for interested firms. I hereby propose to provide the items and/or services requested in this solicitation. I agree to hold pricing for at least 150 calendar days to allow the Village time to properly evaluate bids/proposals. I agree that the Village terms and conditions herein will take precedence over any conflicting terms and conditions submitted with my bid/proposal and I agree to abide by all conditions of this solicitation. Bidder/Proposer agrees to furnish all labor, materials, equipment, and other incidental items, facilities, and services necessary in full accordance with this solicitation. If awarded, the Bidder/Proposer agrees to perform the work for the unit pricing indicated and, as applicable, will complete all work within the time limits and schedule as specified for the pricing awarded.

I certify that all information contained in my submission is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit a bid/proposal on behalf of the company as its agent and that the company is ready, willing, and able to perform if awarded a contract and the representative who executed this Certification has full knowledge and understanding of the details of the solicitation. I certify that I attended the pre meeting, if mandated, and I fully understand the requirements.

Bidders/Proposers must demonstrate to the satisfaction of the Village that the minimum qualifications set forth in this solicitation have been met. Up to date and current contact information is the sole responsibility of the submitting firm. The inability to perform reference checks due to the submission of inaccurate or outdated reference contact information will be viewed as a negative aspect of the firm's response and may affect the Village's determination of responsiveness.ontact information will be viewed as a negative aspect of the firm's response and may affect the Village's determination of responsiveness.

☐ I have read and accept
(Required: Check if applicable)

5 **Conflict of Interest Disclosure**

Bidder/Proposer certifies that this submission has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

If no ownership conflicts, enter N/A.

(Required: Maximum 4000 characters allowed)

6 **Vendor List Certifications**

The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists. Bidder/Proposer is certifying they are NOT on the following Vendor lists as maintained by the Florida Department of Management Services:

Florida Statute 287.1346	Forced Labor Vendor List (Awarded Firm required to provide Affidavit)
Florida Statute 287.133	Convicted Vendor List/Public Entity Crimes
Florida Statute 287.134	Discriminatory Vendor List
Florida Statute 287.1351	Suspended Vendor List
Florida Statute 287.137	Antitrust Violator List
Florida Statute 287.135	Scrutinized List of Prohibited Companies
Florida Statute 287.057(1-3)	Federal Excluded Parties List

☐ I Accept and Certify
(Required: Check if applicable)

7 **E-Verify Certification**

Your Firm and your subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021

☐ I Accept and Certify
(Required: Check if applicable)

8 **Paint Source**

Reference paint source information in the Scope of Work. Bidder must indicate in this section the paint source and item used in this ITB in this section.

(Required: Maximum 4000 characters allowed)

Bid Lines

1 **Package Header**

Painting, Marking Applications, Raised Pavement Markers

Total: $

Item Notes: Painting, markings, and raised pavement marker pricing requested in this Section, Note, additional Thermoplastic requirements on Williams Rd, Tiburon Way, Highland Oaks Dr., and Estero Parkway which is to be included in the per street prices submitted in this section.

Package Items

1.1 Coconut Rd (See map Attachment 1 & 2)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-Three Oaks Pkwy to US 41/ West of US 41-Elks Lodge to Via Viento, All Lines, Markings, Crosswalks and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.2 Via Coconut Point (See map Attachment 3)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-Corkscrew Rd South to Coconut Rd, All Lines, Markings, and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.3 Williams Rd (See map Attachment 4)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-Three Oaks Parkway West to Kings Rd, , All Lines, Markings, Crosswalks and replace all Raised Pavement Markers that are missing. Williams Rd Round a Bout (RAB) all Lines and Markings will receive Thermoplastic

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.4 River Ranch Rd (See map Attachment 5)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-Corkscrew Rd to Williams Rd - All Lines, Markings, and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.5 Sandy Ln (See map Attachment 6)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-Corkscrew Rd to Broadway East - All Lines, Markings, and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.6 Broadway East (See map Attachment 7)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-US 41 East to end of road - All Lines, Markings, and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.7 Broadway West (See map Attachment 9)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-US 41 West to Pine Tree Ln - All Lines, Markings, Crosswalks and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.8 Charing Cross (See map Attachment 12)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Paint-Stop Bars Only and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.9 Everblades Parkway (See map Attachment 13)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only-Ben Hill Griffin to Ben Hill Griffin - All Lines, Markings, Crosswalks and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.10 Highland Oaks Dr (See map Attachment 14)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only -Everblades Parkway to Miromar Outlet Blvd - Thermoplastic Stop Bars, Crosswalks, and replace all Raised Pavement Markers that are missing.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.11 Tiburon Way (See map Attachment 15)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Thermoplastic Stop Bars only between Tidewater Key and Everblades Parkway

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

1.12 Estero Parkway (See map Attachment 16)
(Response required)

Quantity: 1 UOM: Per Street Price: $ Total: $

Item Notes: Repaint only -BETWEEN US 41 AND THREE OAKS PARKWAY ONLY, Bike Lanes green in thermoplastic as indicated on Attachment 16.

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

2 Package Header

Thermoplastic Applications

Total: $

Item Notes: Thermoplastic Line Striping and Marking Pricing Requested in this Section

Package Items

2.1 Thermoplastic Line Striping and Markings
(Response required)

Quantity: 150100 UOM: LF Price: $ Total: $

Item Notes: Examples of Thermoplastic Markings: Direction Arrows, Railroad Crossings, Bike Symbols, the word "yield"

☐ Additional notes *(Attach separate sheet)*

Supplier Notes:

Supplier Information

Company Name: _____

Contact Name: _____

Address: _____

_____

_____

_____

Phone: _____

Fax: _____

Email: _____

Supplier Notes

_____

_____

_____

_____

_____

_____

_____

_____

By submitting your response, you certify that you are authorized to represent and bind your company.

_____ _____

Print Name *Signature*

						McShea Contracting, LLC	
						Total Price	$577,194.00
Line #	Description	Mfgr	Mfgno	QTY	UOM	Estimate	Unit	Extended
1	Painting, Marking Applications, Raised Paverr						$352,044.00	$352,044.00
1.1	Coconut Rd (See map Attachment 1 & 2)			1	Per Street		$28,920.00	
1.2	Via Coconut Point (See map Attachment 3)			1	Per Street		$31,945.00	
1.3	Williams Rd (See map Attachment 4)			1	Per Street		$26,928.00	
1.4	River Ranch Rd (See map Attachment 5)			1	Per Street		$10,732.00	
1.5	Sandy Ln (See map Attachment 6)			1	Per Street		$10,807.00	
1.6	Broadway East (See map Attachment 7)			1	Per Street		$8,315.00	
1.7	Broadway West (See map Attachment 9)			1	Per Street		$14,864.00	
1.8	Charing Cross (See map Attachment 12)			1	Per Street		$2,205.00	
1.9	Everblades Parkway (See map Attachment 13			1	Per Street		$8,297.00	
1.10	Highland Oaks Dr (See map Attachment 14)			1	Per Street		$3,518.00	
1.11	Tiburon Way (See map Attachment 15)			1	Per Street		$2,154.00	
1.12	Estero Parkway (See map Attachment 16)			1	Per Street		$203,359.00	
2	Thermoplastic Applications						$225,150.00	$225,150.00
2.1	Thermoplastic Line Striping and Markings			150100	LF		$1.50	

100525 Addendum 1 - Page 1

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

Grant Management Services

Approve scoring evaluation of RFP 100724 Grant Management Services the Village of Estero in CDBG-DR Recovery and Resiliency Program Grant Management Support.

Authorize Village Manager or Designee to pursue a contract(s) with the top two scoring firms.

Background:

An RFP for Grant Management Services was issued on September 16, 2024. The Village received three proposals which were from Disaster Program Operations, Kimley-Horn & Hagerty Consulting, Inc. An Evaluation Team met on Friday, November 22, 2024 and scored the advertised weighted criteria. The Evaluation Committee elected to award to the top two scoring firms. Hagerty Consulting and Kimley-Horn are the top two scoring firms.

Description:

To date, the Village has received substantial award notices for several CDBG-DR grant applications such as Vulnerability Assessment Study and an Eco-Historic Study which will benefit the Village greatly.

Action Requested:

Approve scoring evaluation of RFP 100724 Grant Management Services the Village of Estero in CDBG-DR Recovery and Resiliency Program Grant Management Support.

Authorize Village Manager or Designee to pursue a contract(s) with the top two scoring firms.

Process and Timeline:

This approval shall take effect immediately.

Financial Impact:

There is no financial impact result from this Approval. Individual task orders contemplated from the awarded firms requiring Council approval will come before Council.

Prepared by: Steve Gillette

Attachments:

1. RFP 100724 Evaluation Scoring Sheet
2. Kimley-Horn Submittal
3. Proposal Hagerty Consulting

Weighted Bid Analysis and Evaluation

100724 Grant Managment Services Evaluation Scoring

Sum of Points to equal 100, Evaluation scores entered in green area	Firm Qualifications & Experience	25	Staff Qualifications & Experience	25	Project Approach	15	Price (buyer entered)	20	References & Past Performance	15	MAXIMUM TOTAL POINTS	100
	10=Max Points		10=Max Points		10=Max Points		10=Max Points		10=Max Points			
	1=Min Points		1=Min Points		1=Min Points		1=Min Points		1=Min Points			
VENDOR											POINTS	NOTES
Sample	10	25.0	10	25.0	10	15.0	10	20.0	10	15.0	100.00	
		0.0		0.0		0.0		0.0		0.0	0.00	
		0.0		0.0		0.0		0.0		0.0	0.00	
Disaster Program Operations	6.3	15.8	6.3	15.8	5.3	8.0	10.0	20.0	7.0	10.5	70.17	
Kimley-Horn	8.3	20.8	8.3	20.8	8.3	12.5	7.0	14.0	8.0	12.0	80.17	Firm omitted two skill set rates and was 2nd lowest price. Adjusted scores so no advantage for 2nd lowest
Hagerty Consulting, Inc.	10.0	25.0	10.0	25.0	9.7	14.5	7.0	14.0	9.7	14.5	93.00	Firm has indicated additional billing skillsets will be needed
		0.0		0.0		0.0		0.0		0.0	0.00	
		0.0		0.0		0.0		0.0		0.0	0.00	AWARDING TO TOP TWO SCORING FIRMS
		0.0		0.0		0.0		0.0		0.0	0.00	
		0.0		0.0		0.0		0.0		0.0	0.00	

Evaluation Team: Mary Gibbs, Kevin Greenville, David Willems, Steve Gillette (price)

This evaluation scored by: _____

Disaster Program Operations												
Mary Gibbs	8		8		7				7			
Kevin Greenville	6		6		6				6			
David Willems	5		5		3				8			
Average Score	**6.3**		**6.3**		**5.3**				**7.0**			
Kimley-Horn												
Mary Gibbs	9		9		9				8			
Kevin Greenville	8		8		8				8			
David Willems	8		8		8				8			
Average Score	**8.3**		**8.3**		**8.3**				**8.0**			
Hagerty Consulting, Inc.												
Mary Gibbs	10		10		10				9			
Kevin Greenville	10		10		10				10			
David Willems	10		10		9				10			
Average Score	**10.0**		**10.0**		**9.7**				**9.7**			

x _____ 11/22/24

ATTEST _____ 11.22.24

100724 RFP Evaluation Matrix Average, v1.5

11/22/2024

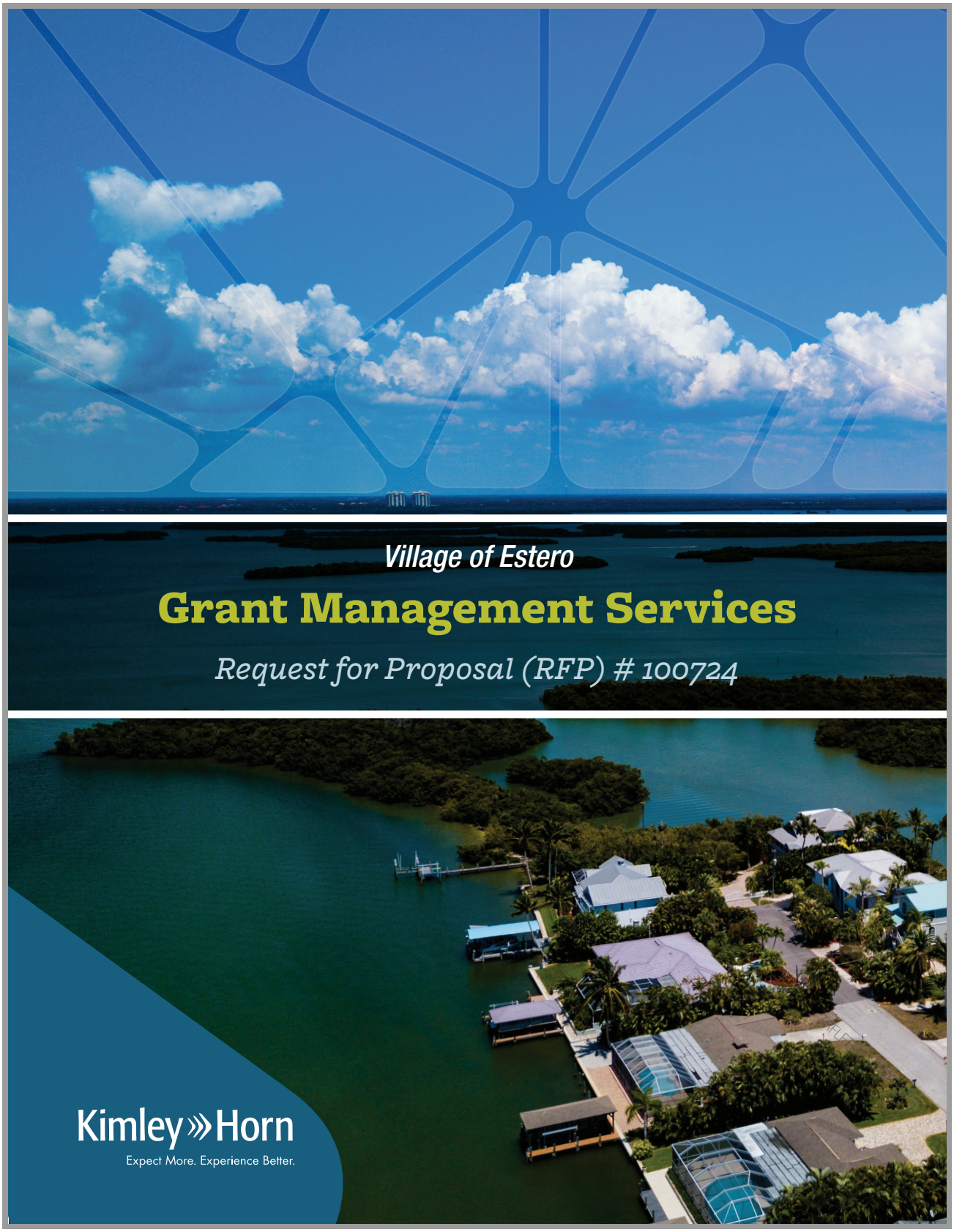
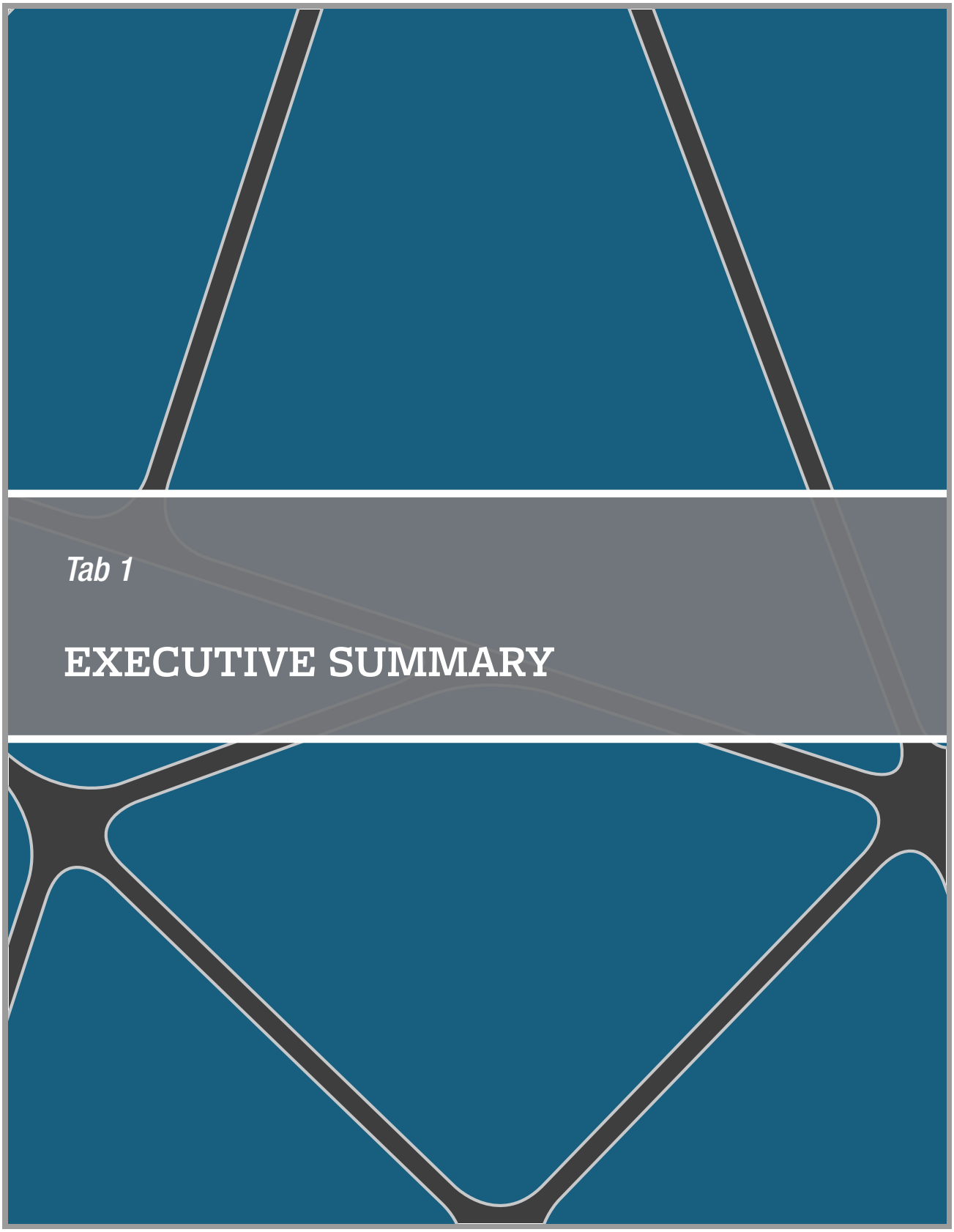

Village of Estero
Grant Management Services
Request for Proposal (RFP) # 100724
Kimley»Horn
Expect More. Experience Better.

Table of Contents

TAB NO/TOPIC	PAGE NO
1 – Executive Summary	3
2 – Firm Qualifications & Experience	6
3 – Staff Qualifications & Experience	12
4 – Project Approach	25
Appendix – Required Forms	32



Tab 1

EXECUTIVE SUMMARY

Village of Estero - **Grant Management Services;**
Request for Proposal (RFP) # 100724

October 7, 2024

Village of Estero
Attn: Mr. Steve Gillette
9401 Corkscrew Palms Circle
Estero, Florida 33928

Kimley»Horn

1514 Broadway
Suite 301
Fort Myers, FL 33901

Re: Grant Management Services, Request for Proposal (RFP) # 100724



Diana Bello
239.984.6529
diana.bello@kimley-horn.com

1 – Executive Summary

Dear Mr. Gillette and the Members of the Selection Committee:

KIMLEY-HORN understands that the Village of Estero is seeking a proven consultant with the professional background to help deliver the grant management services outlined within this RFP. Our team has helped secure funds for a wide range of clients. Our project manager, **DIANA BELLO**, has the necessary level of experience working with municipalities and the background managing compliance to guide the Village in the management of its awarded grants. Diana is supported by a comprehensive team of funding experts and can leverage our firm's resources as necessary on this contract. As a firm, we offer the Village of Estero the following benefits:

Highly Qualified Project Manager. With 16 years of experience working with engineering and construction teams for government clients across the state of Florida, Diana understands how to select the properly suited staff to deliver the sought-after services for the Village. Having previously served as a capital projects manager, she has experience supporting and managing infrastructure programs comparable to the Village's needs. Diana regularly works with team members from many of our 20 Florida offices, including our local Fort Myers and Naples offices, and she will seamlessly coordinate all support efforts for the Village on this contract. She will be your main point of contact for this contract and will identify, establish, and maintain the project goals, scopes, budgets, and schedules consistent with your expectations. As a group of individuals who have helped secure and administer funding for clients across Florida, we understand the need to prioritize the critical compliance requirements of each funding award.

Qualified Grants Professionals. The Kimley-Horn team is experienced in managing grants for federal and state programs—specifically, FEMA, DEO, FDEP, and Natural Resources Conservation Service (NRCS) grants. Additionally, we have thorough knowledge of the Community Development Block Grants-Disaster Recovery (CDBG-DR), CDBG-Mitigation Grants (CDBG-MIT), and Economic Development (ED) Grant programs; State of Florida Revolving Loan Funds (FDEP-SRF); Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies (RESTORE); and Water Management District grants, to name a few. Our grants management expertise extends to helping plan capital projects and performing the environmental assessments needed to meet certain pre-grant requirements.

When working with Estero, we truly see and appreciate "government lite" in practice. As such, it is how our grants management team will function. Diana, our project manager, will effectively guide our staff and will rely on seasoned professionals to complete tasks within their skill sets.

Depth of Resources. Kimley-Horn's ability to provide a depth of resources to our clients is highly valuable. If necessary, Diana can pull staff from other Kimley-Horn offices to meet the Village's needs. Our statewide grant staff understands the complex regulations tied to the local use of federal, state, and other third-party funding and have been successful in obtaining grants for a number of municipalities—resulting in $2 billion in secured grant funding in 2023. With more than 1,400 employees in 20 offices across Florida and a group of staff solely dedicated to third-party funding services, we have the resources to successfully serve the Village on this contract.

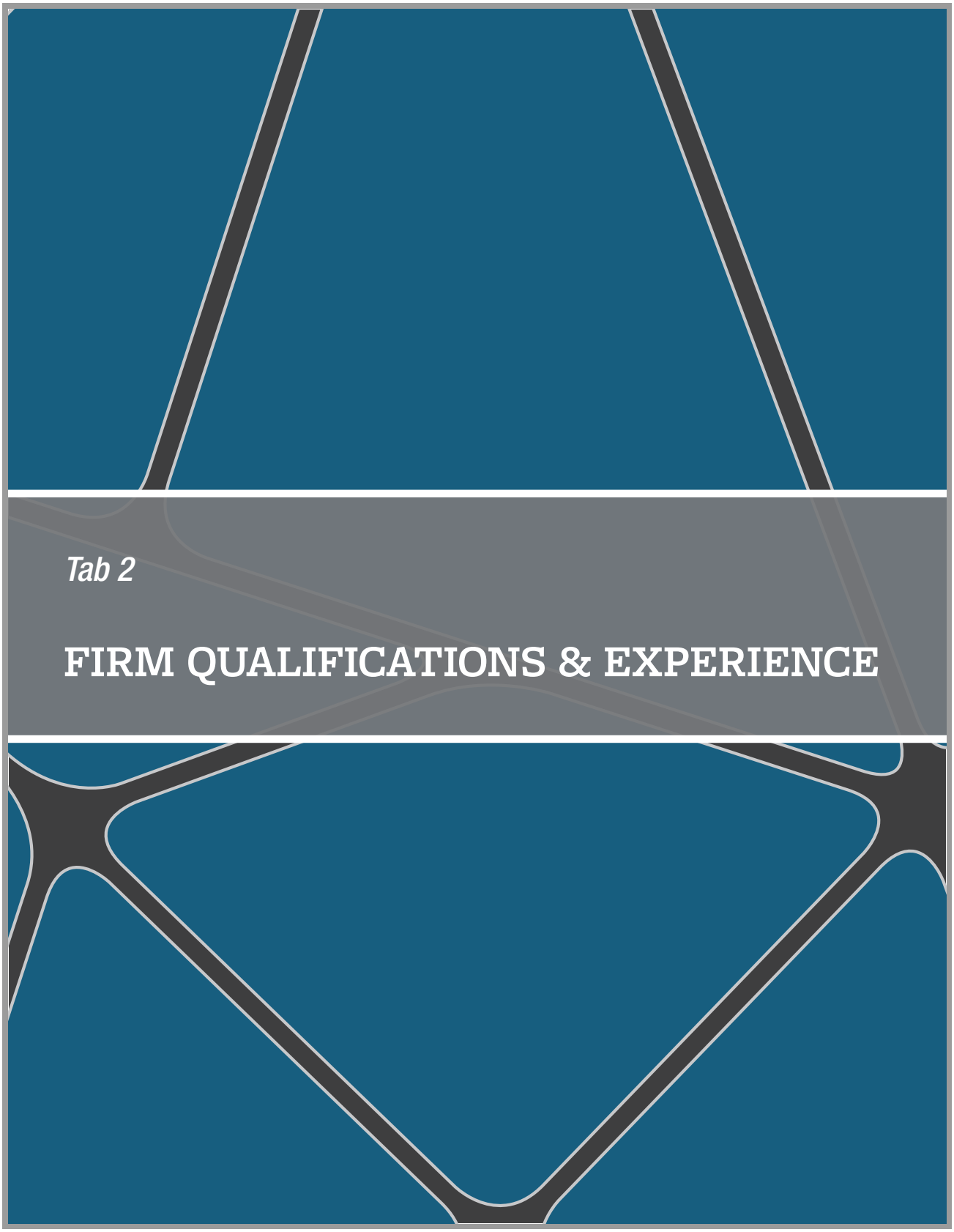
Summary. Our team has been a trusted partner to the Village of Estero for many years. Our project manager, Diana Bello, has helped many municipalities properly administer funds in compliance with governing standards. We have the passion for providing these services and the depth of grants professionals to help make this a success for the Village of Estero. We look forward to continuing our work with you through this important contract.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

Diana Bello
Project Manager

Kellie Clark, PE
Principal-in-Charge

Note: As vice president with Kimley-Horn, Kellie Clark, PE is authorized to bind the firm on this contract. Kimley-Horn looks forward to the successful negotiation of contract terms in compliance with Florida State Statutes following selection on this contract.



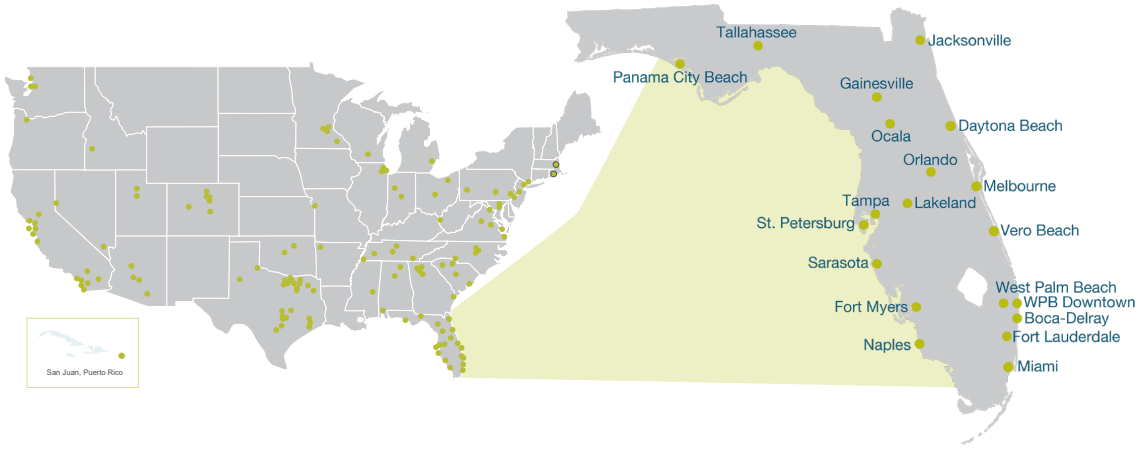
Tab 2

FIRM QUALIFICATIONS & EXPERIENCE

2 – Firm Qualifications & Experience

Kimley-Horn and Associates, Inc. is a full-service, multidisciplinary consulting firm offering a broad range of planning, engineering, structural, and environmental services to public- and private-sector clients. Complementary to all of these services is our grants team which helps to support these disciplines. The firm combines creative yet practical solutions, a sense of urgency, and a focus on the bottom line to make clients successful.

Kimley-Horn was founded in 1967 as a three-person transportation planning and traffic engineering firm in Raleigh, North Carolina. The following year, the firm opened its first Florida office to serve local utilities. Since then, Kimley-Horn has been dedicated to improving the lives of communities across the state. The firm serves municipalities, agencies, and community groups, including many state agencies and our water management districts. Today, Kimley-Horn has more than 8,200 employees in 133 offices across the United States and Puerto Rico. In Florida, there are more than 1,600 employees including 65 professionals in our local Fort Myers and Naples offices.



Local, State, and Regional Grant Research and Preparation – Qualifications and Experience

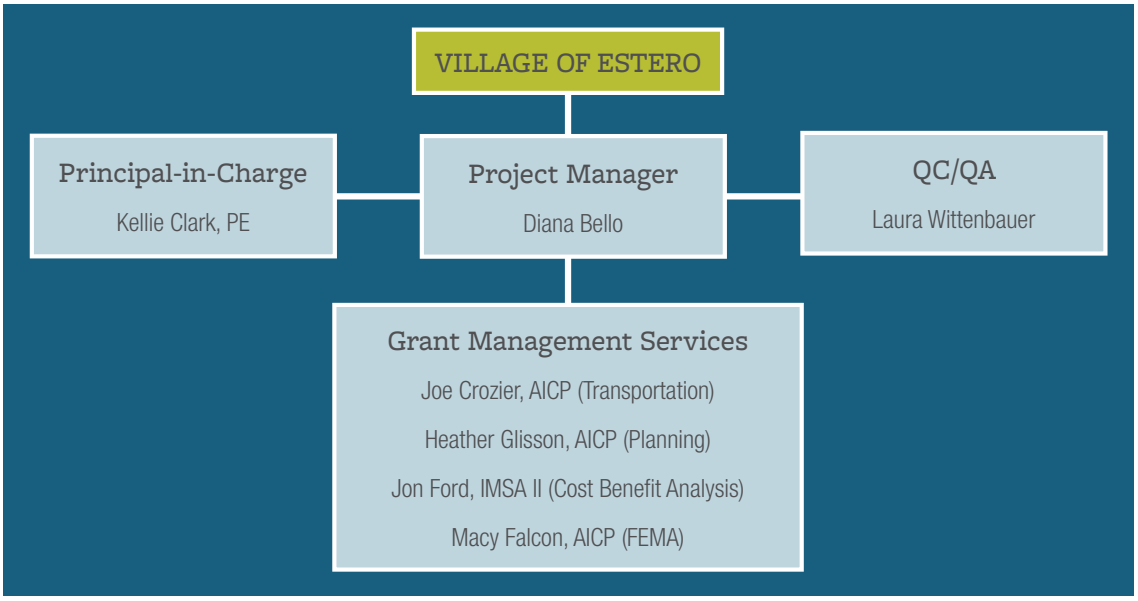
Kimley-Horn is experienced with the complex regulations tied to the federal funding and has a long history of successfully managing grants for municipalities. Our team will provide insight into the opportunities available, and the procedures required to obtain funding. Our team has played a key role in both researching and finding project funding through state and federal grant programs. Our team has helped clients secure more than $2 billion over the past year. Additionally, Kimley-Horn has developed a resource library of information on state and federal funding sources and can assist the Village in making the most of available funding resources. Our team can research opportunities and prepare a Matrix of Funding Opportunities of potential pursuits that could assist in offsetting the cost of projects identified by the Village. The matrix will provide information such as the name of the funding source; description of possible use of the funds; whether it is a grant or loan; specific terms/conditions; and the deadline for funding application. **GrantSource** is an internal analysis tool containing more than 300 grant programs to assist our clients in identifying potential funding sources based on the specific project parameters. This tool, combined with our team's hands-on funding expertise, positions our clients for complete success. We will use this tool to keep the Village informed of upcoming grant opportunities.

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724

Company Organizational Chart

Featured below is our company's organizational chart. For our team-specific organizational chart, please see Tab 3.



Licenses and Certifications



State of Florida
Department of State

I certify from the records of this office that KIMLEY-HORN AND ASSOCIATES, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on April 24, 1968.

The document number of this corporation is 821359.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on April 3, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

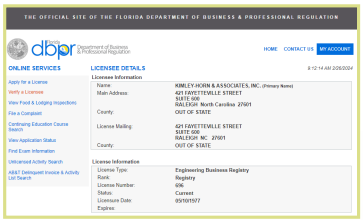
Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of April, 2024

Secretary of State

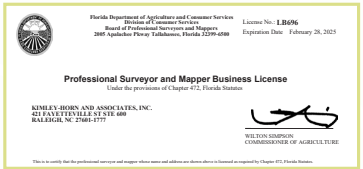
Tracking Number: 2703192226CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication







Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB696**
Expiration Date: February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

KIMLEY-HORN AND ASSOCIATES, INC.
421 FAYETTEVILLE ST STE 600
RALEIGH, NC 27601-1777

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

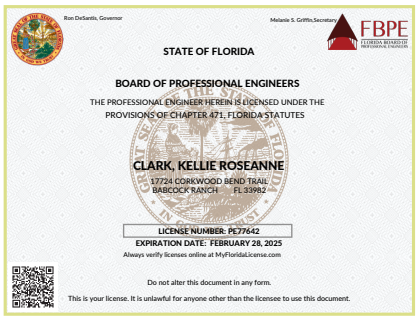
This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Kimley»Horn

TRFLFTM002489.2024

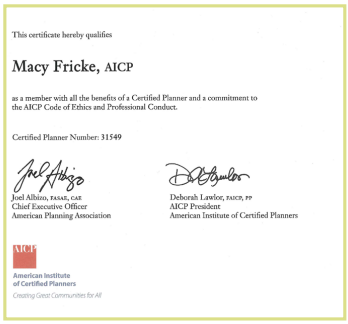
8

Licenses and Certifications (continued)


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
CLARK, KELLIE ROSEANNE
17724 CORKWOOD BEND TRAIL
BABCOCK RANCH FL 33982
LICENSE NUMBER: PE77642
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com
Do not alter this document in any form.
This is your license. It is unlawful for anyone other than the licensee to use this document.


This certificate hereby qualifies
Joseph R Crozier, AICP
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.
Certified Planner Number: 30894
James M. Drinan, JD
Executive Director
Glenn E. Larsen, AICP
President


AICP
This certificate hereby qualifies
Heather L Glisson
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.
Certified Planner Number: 32003
Joel Albizo, FASAE, CAE
Chief Executive Director
Karen Wolf, FAICP
President
American Institute of Certified Planners
Creating Great Communities for All


This certificate hereby qualifies
Macy Fricke, AICP
as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.
Certified Planner Number: 31549
Joel Albizo, FASAE, CAE
Chief Executive Officer
American Planning Association
Deborah Lawlor, FAICP, PP
AICP President
American Institute of Certified Planners
American Institute of Certified Planners
Creating Great Communities for All

Proposed Subcontractors

Kimley-Horn does not intend to utilize subconsultants on this contract.

Related Experience and References

Kimley-Horn provides the Village with experts who possess the relevant grants and third-party funding knowledge to make this contract a success. This locally based team is backed by the depth of resources only a national firm could offer. Today, we are one of the largest engineering, planning, and environmental consulting firms in the United States. ***To the best of our knowledge, there are currently no potential conflicts of interest between the Village of Estero and Kimley-Horn's current clients through FY 2024.*** A sampling of our relevant project experience completed within the past seven calendar years is as follows:

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724

Grant Proposal Preparation, Grant Management, Reimbursement Requests, Monthly and Quarterly Reporting, Development of Policies and Procedures, Strategy Consulting, Program Management Plan, Davis-Bacon Administration and Tracking for the Bay Laurel North Water Reclamation Facility

Ocala, Florida

Kimley-Horn is providing design, permitting, construction, and grant administration services, including reviewing policies and procedures; assisting with drafting policies for contractors to use while performing programmatic compliance; supporting the Davis-Bacon administration; payroll tracking and performing at random internal controls and worker interviews; processing reimbursement requests; preparing quarterly reports; and construction inspection and compliance training for contractors' staff. ***Furthermore, Kimley-Horn's team assisted BLCDD with preparing and submitting a grant application where $26.1 million was awarded to support the project. Kimley-Horn is continuing to assist this client with pursuing additional funding to subsidize the project. This project recently obtained an additional funding award of $33 million.***

Key Project Details

Company Name: Bay Laurel Center CDD

Company Contact: Bryan Schmalz; 352.414.5454 ex 4105; bryan_schmalz@blccdd.com

Length of Contract and Timeframe of Performance: 2/2021 – 12/2026 (Construction Ongoing)

Grant Management Total Contract Value: $520,000 - multi-year project

Grant Writing Services Contract Value: separate task orders – value varies depending on the grant application complexity

Grant Management, Budgets, Environmental Review, Policies and Procedures, Preliminary Audit Reviews, Reporting for the Joe's Creek Greenway Restoration Project

Pinellas County, Florida

This project combines two major infrastructure improvement goals within the redevelopment areas. The Kimley-Horn team is delivering all-inclusive project management and grant administration services, sometimes called a coordinated single project approach. In doing this, our team supports the County to develop procurement procedures, budgets, and environmental assessments required by the grant program; develop project timeline schedules; provide guidance on alternative delivery; assist with progress meetings; develop public engagement programs; and manage other consultants delivering services for the project. ***The project received funding from the Southwest Florida Water Management District (awarded $360,000), the American Rescue Plan Act (awarded $3.6 million), and the U.S. Department of Housing and Urban Development for Community Development Block Grant Mitigation (CDBG-MIT) administered by the Florida Department of Economic Opportunity (awarded $17.2 million).***

Key Project Details

Company Name: Pinellas County

Company Contact: Rhonda Bowman, PE; 727.453.3406; rbowman@pinellas.gov

Length of Contract and Timeframe of Performance: 1/2023 – Ongoing

Grant Management Total Contract Value: $500,000 - multi-year project

Grant Writing Services Contract Value: separate task orders – value varies depending on the grant application complexity

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724

Grants Management, Reporting, Policies and Procedures, Amendments, Change Orders, Planning Consulting for the Appropriation Polk Regional Water Cooperative Heartland Headwaters Protection and Sustainability Grant

Frostproof, Florida

This project comprises two utility projects, a headworks rehabilitation and installation of generators. The funds were awarded by a special legislative appropriation and the project is still on-going. Kimley-Horn collaborates with the City's staff in preparation of progress reports, reimbursement requests, grant budgets and amendments.

Key Project Details

Company Name: City of Frostproof

Company Contact: Nicole McDowell; 863.635.7854; nmcdowell@cityoffrostproof.com

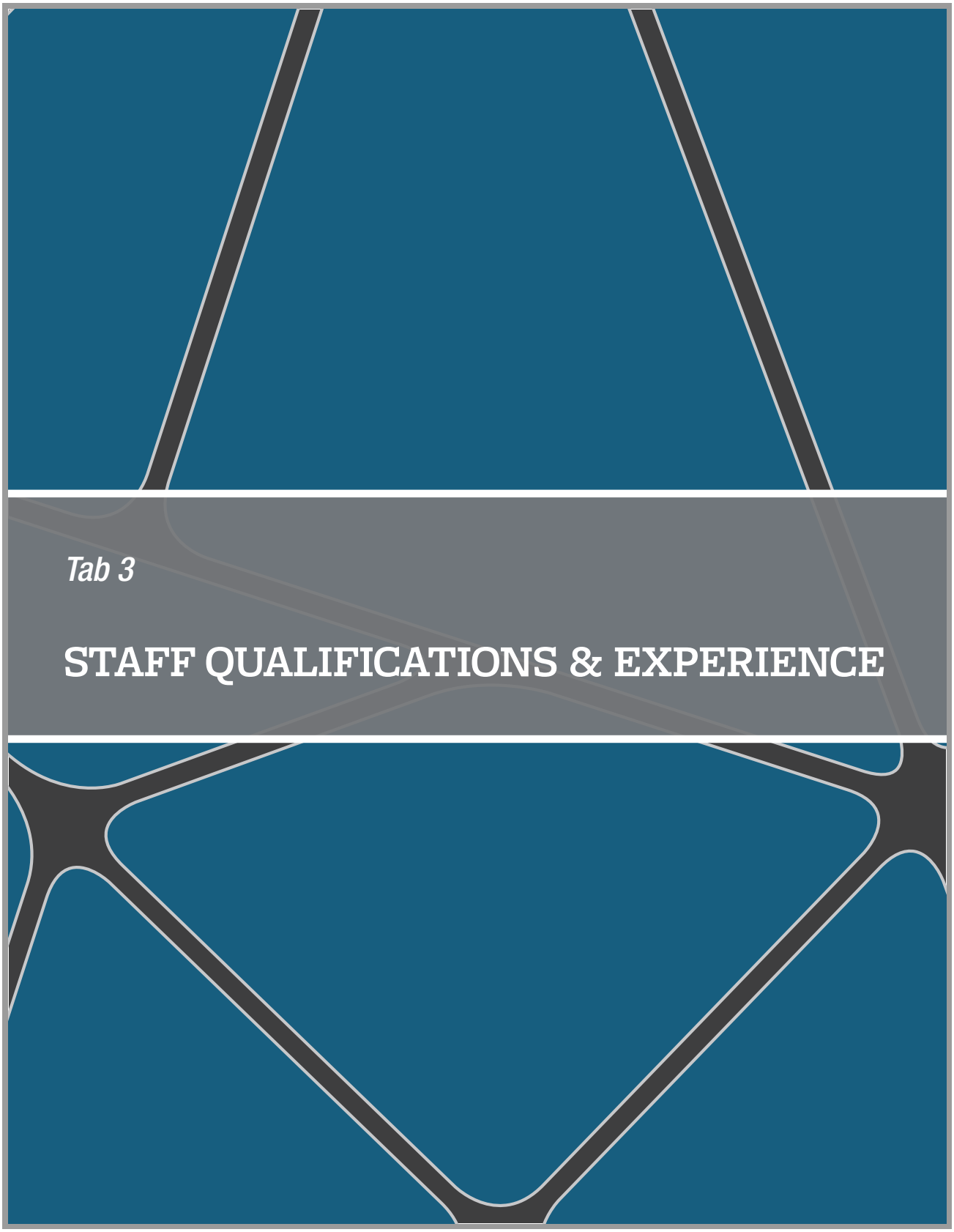
Length of Contract and Timeframe of Performance: November 2022 - Ongoing

Grant Management Total Contract Value: $75,000 - annual
Grant Writing Services Contract Value: separate task orders – value varies depending on the grant application complexity

Additional Grant Successes

GRANT TYPE	PROJECT AND LOCATION	AMOUNT FUNDED
CDBG-MIT GIP	San Castle Drainage, Road, and Utility Improvements, Boynton Beach, FL	$16.4 million
Florida Recreation Development Assistance Program · FDEP	O.J. Phillips Recreation Park Improvements, Union County, FL	$165,000
Community Development Block Grant – Disaster Resiliency · HUD	Liberia Neighborhood Lift Stations, Hollywood, FL	$3.4 million
Community Development Block Grant – Mitigation General Planning Support · HUD	Floodplain Management Plan, Hollywood, FL	$400,000
Community Development Block Grant · HUD	SR 41 WM Extension, Dunnellon, FL	$650,000
SRF Loan · FDEP	CR 209 FM Extension Design, Wildwood, FL	$200,000
Water and Waste Disposal Loan and Grant Program · USDA	Wastewater Treatment Facility Expansion, Wakulla County, FL	$11 million
Brownfields Assessment Grant U.S. EPA	Brownfields Assessment Program Consulting, Wauchula, FL	$400,000
LAP Grant · FDOT	Main Street/US 17 Improvements, Wauchula, FL	$1.1 million
Florida Coastal Partnerships Initiative Grant Program · FDEP	Riverwalk Redevelopment Master Plan, St. Marks, FL	$80,000
Community Development Block Grant · HUD	8th Avenue/US 41 Improvements, Palmetto, FL	$500,000
Technical Assistance Grant Department of Community Affairs	Downtown Masterplan, St. Marks, FL	$40,000
REDI/Innovative Cost-Share Grant · St. Johns River Water Management District	Flood Control Project, Flagler Beach, FL	$500,000

Kimley»Horn



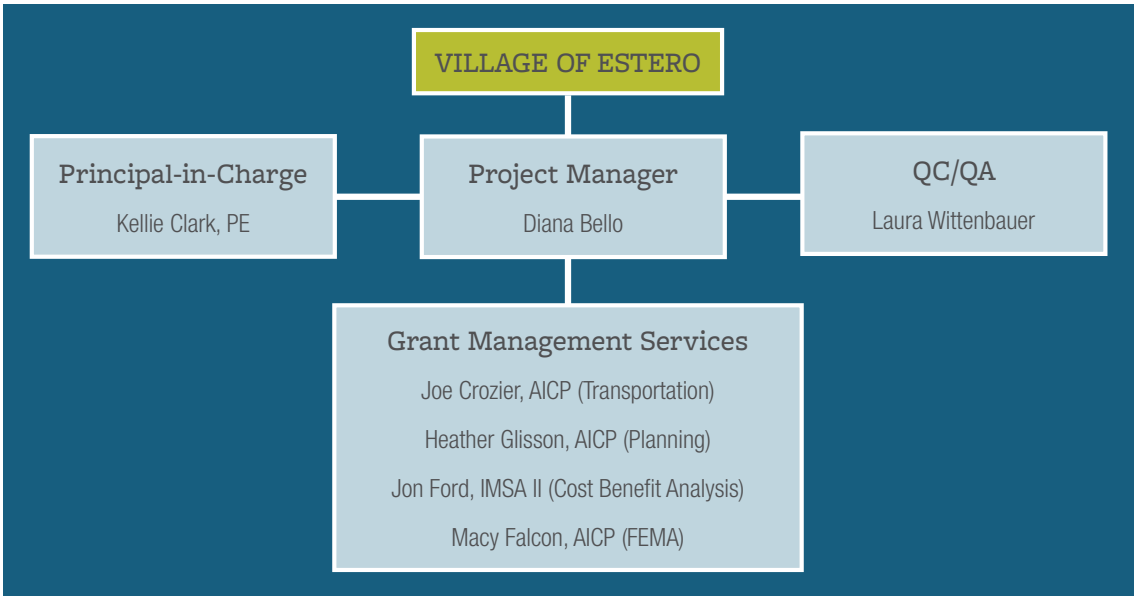
Tab 3

STAFF QUALIFICATIONS & EXPERIENCE

3 – Staff Qualifications & Experience

Kimley-Horn has structured our team to provide unparalleled grant management services. These include proposal preparation, grant administration, development of compliance processes, reporting, procurement assistance, urban planning, preparation of flash reports, preparation of program management plan, capacity plan, pre-auditing plans, environmental reviews, and benefit cost analyses. The provided organization chart summarizes the experienced, knowledgeable, and accessible team we have assembled to act as an extension of your staff.

Team Organizational Chart



Key Personnel



DIANA BELLO, *PROJECT MANAGER*

Diana has 16 years of federal and state programs management experience, which includes a decade of experience as a Capital Projects Manager and Internal Programmatic Auditor for publicly funded infrastructure projects. She has experience assisting municipalities in drafting federal procurement guidelines, developing internal controls, and implementing procedures to meet federal program requisites. Throughout her career, Diana has managed administrative teams and construction inspectors for capital projects to help ensure compliance with regulations such as the Davis-Bacon Act and the American Iron and Steel Act. She has been instrumental in the development and implementation of funding strategies for large restoration, stormwater, and utilities infrastructure projects, such a county-wide septic-to-sewer conversion projects and rehabilitation of water and wastewater treatment plants.

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



KELLIE CLARK, PE, *PRINCIPAL-IN-CHARGE*

Kellie is a registered professional engineer with 16 years of water resources engineering experience based in our local Fort Myers office. She has spent her entire career serving municipalities throughout the state of Florida including many in Southwest Florida. Kellie has special expertise in stormwater master planning; infrastructure inventory and data management; water quality assessment; public outreach; and design and permitting. Kellie's impact on the local community in Florida is evident by her role as a go-to resource for Lee County, the City of Naples, and Marion County, along with her role as 2021 president for the Florida Section of the American Water Resources Association.



LAURA WITTENBAUER, *QUALITY CONTROL/QUALITY ASSURANCE*

Laura has nearly two decades of grant writing and administration experience, serving both private- and public-sector clients. Prior to joining Kimley-Horn, she worked as a senior process analyst for the City of Sarasota where she identified relevant grant opportunities and completed grant applications. She ensured that grant accounting and financial reporting was consistent with governmental accounting standards and kept within the terms and conditions of the grant. Her experience with Sarasota was preceded by her tenure in the private sector, where she served as a grant consultant. In this role she supported municipal clients, providing grant-related services from application through award. Laura understands and can apply the principles, practices, and procedures of government budgeting, cost analysis, financing, and funds administration. She can evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency.



JOE CROZIER, AICP, *GRANT WRITING AND ADMINISTRATION (TRANSPORTATION)*

Joe is a transportation planner and grant writer with 11 years of experience. He leads Florida Department of Transportation's (FDOT) statewide federal discretionary grant process statewide through oversight of project identification and screening, grant writing, benefit-cost analyses, staff training, partner coordination, and state/federal compliance. He has led the development of grants including Rebuilding American Infrastructure with Sustainability and Equity Program (RAISE) for multimodal transportation, Consolidated Rail Infrastructure and Safety Improvements Program (CRISI) for rail, Advanced Transportation and Congestion Management Technologies Deployment Program (ATCMTD) for technology, Infrastructure for Rebuilding America (INFRA) for roadway, Commuter Authority Rail Safety Improvement (CARSI) for roadway/rail projects, and many others.



HEATHER GLISSON, AICP, *GRANT WRITING AND PLANNING*

Heather has more than five years of experience in municipal planning and grant writing. Since joining Kimley-Horn, she has worked on a variety of grant applications, such as Rebuilding American Infrastructure with Sustainability and Equity (RAISE), Safe Streets and Roads for All (SS4A), Building Resilient Infrastructure and Communities (BRIC), Community Planning Technical Assistance Grant (CPTAG), and Recycling Education and Outreach (REO). Heather previously worked in the Planning Department at the City of Green Cove Springs. Her combined planning experience includes Comprehensive Plan updates, Evaluation and Appraisal Reports, small- and large-scale land use amendments, rezonings, land development code updates, and community redevelopment areas.



JON FORD, IMSA II, *GRANT WRITING (COST BENEFIT ANALYSIS)*

Jonathan has more than ten years of experience with project management of transportation and systems management projects, specializing within the past five years in the assessment and applications for third-party and grant funding. His experience includes application development, notice of funding opportunity identification and assessment, and merit criteria development. He is most skilled in technical project phases of funding applications, including but not limited to project budgeting, implementation planning, Benefit-Cost Analysis (BCA), and project readiness evaluation. His knowledge has been earned through the application development for all agency types (State, County, and local). In the past year, he has been involved with over 50 grant applications for more than 40 different agencies to support opportunities for programs like CDBG-MIT, RAISE, CARSI, HMGP, PIDP, INFRA, DEO Technical Assistance, various FEMA programs, and others.



MACY FALCON, AICP, *GRANT ADMINISTRATION (FEMA)*

Macy has a decade of planning experience in data management, technical analysis, grant application and management, and floodplain management. She is experienced in providing complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients. Her background includes hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis. Macy's other skills include task and project management, policy analysis and program implementation, and public involvement and outreach.

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Diana Bello

Project Manager

Professional Credentials

- Master of Business Administration, Business Administration, Nova Southeastern University
- Bachelor of Arts, Political Science, Florida International University

Special Qualifications

- More than 18 years of Federal and State grants management experience
- Assists municipalities in developing internal controls and policies required by Federal Grants
- Manages compliance programs including Davis-Bacon for FDEP's State Revolving Funds Program and EPA's required American Iron & Steel Compliance

Relevant Experience

Diana has 16 years of grants management experience, which includes 10 years of experience as a Capital Projects Manager and Internal Programmatic Auditor for publicly funded infrastructure projects. She has experience assisting municipalities in drafting federal procurement guidelines, developing internal controls, and implementing procedures to meet federal program requisites. Through her career, Diana has managed administrative teams and construction inspectors for capital projects to help ensure compliance with regulations such as the Davis-Bacon Act and the American Iron and Steel Act. She has been instrumental in the development and implementation of funding strategies for large restoration, stormwater, and utilities infrastructure projects, such a county-wide septic-to-sewer conversion projects and rehabilitation of water and wastewater treatment plants.

Relevant Experience

Joe's Creek Greenway Restoration Project, St. Petersburg, FL – ***Grant administrator, environmental review coordinator, and compliance program manager.*** This project has received funding from various sources. The total value of the project is estimated to be over $70M. Diana and her team are assisting Pinellas County with project management, development of internal controls, compliance program management, Davis-Bacon tracking, revising county policies related to Fair Housing, Anti-Fraud, Waste and Abuse, Amendments, QA/QC and financial controls. Additionally, Diana's team is supporting the environmental review process. The project has received funding from the Southwest Florida Water Management District ($360k), American Rescue Plan Act (~$3.6M), United States Department of Housing and Urban Development for Community Development Block Grant Mitigation administered by the Florida Department of Economic Opportunity (~$17.1M). The total value of the project is estimated at approximately $50M.

On Top of the World North Advanced Wastewater Treatment, Marion County, FL – ***Grants proposals preparation, grants administrator, and compliance program manager.*** The project has received public funding in the amount of $26.1M. Kimley-Horn is supporting the County with design, construction project management, and compliance management support. Diana continues to assist the client with additional grant proposals preparation to obtain additional funds to subsidize the project. Most recently, the project was awarded an additional $33.9M. The approximate cost of the project is $63M.

Diana has prepared grant applications and has been successful in obtaining the following grants:

1. FDEP Water Quality Improvement Grant Program - $33.9M
2. FDEP State Revolving Fund Program - $80M
3. Resiliency Program - $1M
4. FEMA - Hazard Mitigation Program - $7.5M
5. Supplementary Appropriations Programs for Hurricane Ian - $10M

Kimley»Horn

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Kellie Clark, PE

Principal-in-Charge

Professional Credentials

- Master of Engineering, Civil Engineering, University of Florida
- Bachelor of Science, Civil Engineering, University of Florida
- Professional Engineer in Florida, #77642
- Florida Section, American Water Resources Association (AWRA), Board Member, Past President 2021
- Florida Engineering Society (FES), Member

Special Qualifications

- Water resources project engineer with 15 years of modeling and ArcGIS experience
- Special expertise with watershed management programs, hydrologic and hydraulic modeling, water resources master planning, flood control and water quality projects, and floodplain mapping
- Project experience with stormwater master planning; infrastructure inventory and maintenance; water quality modeling and assessment; and design and permitting including retrofit, wetland restoration, regional stormwater treatment facilities, and water quality projects

Relevant Experience

Kellie is a registered professional engineer with 16 years of water resources engineering experience based in our local Fort Myers office. She has spent her entire career serving municipalities throughout the state of Florida including many in Southwest Florida. Kellie has special expertise in stormwater master planning; infrastructure inventory and data management; water quality assessment; public outreach; and design and permitting. Kellie's impact on the local community in Florida is evident by her role as a go-to resource for Lee County, the City of Naples, and Marion County, along with her role as 2021 president for the Florida Section of the American Water Resources Association.

Multi-Basin Stormwater Assessments, Naples, FL – *Project manager.* Kimley-Horn is assisting the City of Naples in developing a stormwater basin assessment for five selected basins within the City limits. As a low-lying coastal area, the City has experienced increasing flooding incidents and has developed a long-term plan to address the increasing flooding by the basin. Our team is working to develop short, medium, and long-range projects to address not only the current flooding occurring in the area; but also, future flooding caused by sea level rise. As part of this project, financial models are being created as part of the cost-benefit analysis to help the City's decision makers determine which projects to move forward with in the short, medium, and long-term. Public meetings were held to inform and gain input on model results.

Larry Kiker Preserve Planning, Design, and Permitting Phase 1, Fort Myers, FL – *Project manager.* The Larry Kiker Preserve is a 4350-acre piece of land located in Lee County. Kimley-Horn is working with the County to create a preserve design to accomplish habitat restoration and conservation, downstream flood mitigation as well as recreation and education opportunities. Kimley-Horn has completed extensive data collection (including survey, cultural resource assessment, drone scans, monitoring data, and other existing data and developed a preliminary master plan that optimizes each of the County's goals. Kimley-Horn developed a public engagement site to allow for public interaction as the design moves further along. Currently stormwater modeling is ongoing to determine the viability of alternative layouts.

Lake Weir Heights Stormwater Retrofit, Marion County, FL – *Project manager.* Kimley-Horn designed and permitted a stormwater retrofit aimed to improve water quality and flooding issues in the Lake Weir Heights neighborhood. Project design included multiple dry retention areas and storm network to drain existing neighborhood swales. This project was identified during Marion County's watershed management program level of service analysis, and the watershed models were used as a basis for the stormwater analysis supporting design and permitting.

Sunnyhill Restoration Area (SRA) Berms Modeling, Marion County, FL ***Project engineer.*** The Sunnyhill Restoration Area (SRA) is made up of 4,191 acres located approximately 6 miles east of Weirsdale in Marion County. Portions of the Upper Ocklawaha River was channelized in the early 1900s which led to isolated and disconnected portions of the natural Upper Ocklawaha River channel. This project consisted of developing a hydrologic and hydraulic model that can be used to evaluate a conceptual design to increase flows through the natural channel and proposing improvements that helped meet the project goals.

Kimley»Horn

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Laura Wittenbauer

QC/QA

Professional Credentials

- Master of Business Administration, University of Phoenix/Nellis AFB
- Bachelor of Science, Social Work, Florida State University

Special Qualifications

- Over 22 years of grant writing and grant administration experience
- Prior to joining Kimley-Horn, Laura worked as a senior process analyst for the City of Sarasota, where she identified relevant grant opportunities, completed grant applications, and provided grant administration through closeout and audit (excess of $27 million in funding)
- Has experience ensuring that grant accounting and financial reporting is consistent with governmental accounting standards and federal regulations regarding compliance
- Demonstrated ability to evaluate, audit, deduce, and assess data using established criteria through the lens of a public agency

Relevant Experience

During Laura's tenure with local government and Kimley-Horn, she has administered grant awards from FEMA/Florida Division of Emergency Management (FDEM), maintaining compliance for her clients. Administration duties have included reporting, reimbursement requests, capture costs, closeout, and audit readiness. Her responsibilities have consisted of meeting with FEMA representatives following disasters and participating in meetings to review losses, while utilizing the FEMA GO Grants Portal for reporting, communication, and reimbursements. With National Incident Management System (NIMS) training, Laura understands pre- and post-disaster elements that need to be in place for the reimbursement of assets to occur.

Lake Asbury Municipal Service Benefit District (LAMSBD) Lake Ryan Dam Rehabilitation Mitigating Catastrophic Flooding, Hazard Mitigation Grant Program (HMGP), Green Cove Springs, FL – ***Grant Writing and Grant Administration Lead.*** The Lake Ryan Dam is over 50 years old and has not received a favorable dam safety rating since the 1970s. As of 2021, the Lake Ryan Dam was determined to have a 'significant' hazard potential classification, which is the ranking given to dams whose failure or misoperation are likely to cause the loss of human life. The project will consist of the total rehabilitation of the first of three dams and will include a cutoff wall, a drawdown system, a spillway system, and an automated monitoring system. This project will protect roads, bridges, signalization, signage, utilities, and housing units from flooding, as well as other adverse effects that would occur should one of the dams break. The project will also provide environmental protection, restoring and preventing erosion damage to properties with ground-cover vegetation and embankments. Improvements made to the dam will also reduce the risk of contamination and cross-contamination to nearby communities and waterways.

Pump Station 94 (PS-94) Flooding Mitigation, HMGD, Tallahassee, FL ***Grant Writing Lead.*** PS-94 is located in a FEMA Special-Flood Hazard Area (SFHA) zone. The project will replace the dry well/wet well system with a submersible wet well system, which can better resist flooding and allow for easier access to the system for maintenance. In addition to replacing the system, the control panel, and the backup generator, the top of the wet well for the pump station will be raised to a higher elevation to avoid flooding. To determine the new elevation of the control panel, a flood study will be conducted for the pump station site and surrounding areas. The City of Tallahassee will also replace 500 feet of force main pipe based on a recent surge analysis to strengthen lines that were damaged by water hammer during power outages and restarts, among other causes.

Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL – ***Project Manager on the Kimley-Horn team who prepared a FEMA BRIC Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the Heart of Boynton neighborhood.*** The funds are being used for critical upgrades to an underserved population by improving water, wastewater, and stormwater components with roadway improvements in areas disturbed by the mitigation activities. Kimley-Horn counseled the client, prepared the draft application, coordinated with other City consultants, and responded to the requests for additional information (RFAIs) from the Florida Division of Emergency Management (DEM).

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Joe Crozier, AICP

Grant Management Services (Transportation)

Professional Credentials

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, Environmental Studies and Geography, Florida State University
- American Institute of Certified Planners (AICP)

Special Qualifications

- Experience submitting a variety of grant applications such as RAISE, SS4A, BRIC, CPTA, and REO grants
- Leads FDOT's statewide federal discretionary grant process through oversight of project identification and screening, grant writing, BCAs, staff training, partner coordination, and state/federal compliance

Relevant Experience

Joe has nine years of experience providing grant writing services for public sector clients. He is the project manager for the Florida Department of Transportation's (FDOT's) grants contract, spanning all districts and the central office—which has resulted in the request of more than $400,000,000 in grant funding for the Department. His experience includes INFRA and MPDG Opportunity applications, RAISE applications, Consolidated Rail Infrastructure and Safety Improvements (CRISI) applications, and Advanced Transportation Congestion Management Technologies Deployment (ATCMTD) Initiative Application, among others. Additional services he has provided in this role include statewide workshops to educate both the staff and the public on grant opportunities.

Florida Department of Transportation (FDOT) Federal Grant Support On-Call, Tallahassee, FL – *Project Manager.* Kimley-Horn directs the FDOT statewide federal discretionary grant process through oversight of project identification and screening, staff and partner training, grant writing, BCAs, political support coordination, grant submission, and adherence to state/federal regulations. This includes the development and submission of over $400,000,000 in federal grants in two years. Specific transportation grant experience includes:

- American Rescue Plan Act of 2021 (ARPA)
- Advanced Transportation and Congestion Management Technologies Deployment Program (ATCMTD)
- Advanced Transportation Technology and Innovation (ATTAIN)
- Bridge Investment Program (BIP)
- Capital Investment Grants – 5309 (CIG)
- Commuter Authority Rail Safety Improvement (CARSI)
- Onsite Signal Safety Improvements CARSI
- Consolidated Rail Infrastructure and Safety Improvements (CRISI)
- Passenger Ferry Grant (PFG) Program – Section 5307
- Grants for Buses and Bus Facilities Program
- Low or No Emission Vehicle Program – 5339(c)
- Rebuilding American Infrastructure with Sustainability and Equity Program (RAISE)
- Miami River - Miami Intermodal Center Capacity Improvements (MR-MICCI) Grant
- Infrastructure for Rebuilding America (INFRA)
- Federal-State Partnership for State of Good Repair

Kimley»Horn

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Heather Glisson, AICP

Grant Management Services (Planning)

Professional Credentials

- Master of Urban and Regional Planning, Geographic Information Systems (GIS), University of Florida
- Bachelor of Arts, Linguistics, University of Florida
- American Institute of Certified Planners (AICP)
- Member, Grant Professionals Association (GPA)
- Member, American Planning Association (APA), Florida Chapter

Special Qualifications

- Experience submitting a variety of grant applications such as RAISE, SS4A, BRIC, Community Planning Technical Assistance Grant (CPTAG), and Recycling Education and Outreach (REO) grants
- Substantial experience with ArcGIS Pro, research, data gathering, data analysis,and narrative writing

Relevant Experience

Heather has six years of experience in municipal planning and grant writing. Since joining Kimley-Horn in April of 2022, she has worked on a variety of grant applications, such as RAISE, SS4A, BRIC, CPTAG, and Recycling Education and Outreach (REO). Prior to Kimley-Horn, Heather worked in the Planning Department at the City of Green Cove Springs. Her combined planning experience includes comprehensive plan updates, evaluation and appraisal reports, small- and large-scale land use amendments, rezonings, land development code updates, and community redevelopment areas.

Reconnecting Communities Pilot (RCP) Grant Preparation, Oakland Park, FL – ***Project Manager.*** The Kimley-Horn team who prepared an RCP planning grant application for the cities of Oakland Park, Wilton Manors, and Fort Lauderdale. The project area, 11 square miles across the three cities, contains 71,000 people—at least 56% of which are minority and 55% of which are low- and moderate-income residents. The roadways initially identified present barriers to access (jobs, education, and recreation) and mobility and economic development (redevelopment discouraged by unsafe roads). If awarded, the grant will enable the cities to analyze barriers dividing the communities socially, racially, and economically, as well as identify and prioritize projects to reduce or eliminate the barriers. The grant application was submitted in October of 2022 and, if awarded, the City will use $1,000,000 to create a Tri-City Connectivity Master Plan.

Hazard Mitigation Grant Program (HMGP), Manatee County, FL
Project Manager. Prepared three HMGP applications and three benefit-cost analyses (BCAs): a request for a generator for the special needs shelter run out of the R. Dan Nolan Middle School, a request to demolish underground fuel tanks and replace them with aboveground fuel tanks of a higher volume, and a request for a generator at a rural public works site called Myakka Yard. In each application, we provided a project schedule and budget, project area maps, an exploration of project alternatives, and an environmental justice review to understand the project's impact on the surrounding community. These requests were submitted for funding under Hurricane Ian.

Federal Emergency Management Agency (FEMA) BRIC Grant Preparation, Palm Beach, FL – ***Team Member.*** Kimley-Horn provided the Town of Palm Beach with grant services related to preparing a FEMA BRIC grant for the Townwide Undergrounding of Utilities program. Awards for this cycle have not yet been announced.

Indian Nations Council of Governments (INCOG) Grant Proposal (2022), Multiple Counties, OK – ***Team Member.*** Member of the Kimley-Horn team who prepared an SS4A Implementation grant request for INCOG, located in northeast Oklahoma, to implement roadway safety improvement projects based on its regional Local Road Safety Plan throughout Tulsa County, Wagoner County, the City of Tulsa, the City of Broken Arrow, the City of Owasso, and the City of Jenks. The grant application was submitted in September of 2022, and if awarded, INCOG will be funded $21,200,000 to implement the projects with their partner jurisdictions.

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Jon Ford, IMSA II

Grant Management Services (Cost Benefit Analysis)

Professional Credentials

- Master of Engineering, Civil Engineering, Florida State University
- Bachelor of Science, Civil Engineering Florida State University
- International Municipal Sign Association (IMSA) Traffic Signal Field Technician, Level II

Special Qualifications

- More than six years of grant writing experience including BCA services for a wide variety of clients
- Involved with all phases of project development, stakeholder engagement, agency outreach, and service package improvement

Relevant Experience

Jon has nine years of experience managing transportation and systems management projects, specializing within the past five years in the assessment and applications for third-party and grant funding. His experience includes application development, notice of funding opportunity identification and assessment, and merit criteria development. He is most skilled in the technical project phases of funding applications including, but not limited to, project budgeting, implementation planning, benefit-cost analysis (BCA), and project readiness evaluation. His knowledge has been earned through the application development for all agency types (state, county, and local). In the past year, he has been involved with over 50 grant applications for more than 40 different agencies to support opportunities for programs like CDBG-MIT, RAISE, CARSI, HMGP, the Port Infrastructure Development Program (PIDP), the Nationally Significant Multimodal Freight & Highway Projects Program (INFRA), DEO Technical Assistance, various Federal Emergency Management Agency (FEMA) programs, and others.

San Castle Drainage, Road, and Utility Improvements Grant Proposal, Boynton Beach, FL – *Grant Analyst.* The Kimley-Horn team who assisted with the budget and implementation schedule for the preparation of a Rebuild Florida CDBG-MIT General Infrastructure grant application on behalf of the City of Boynton Beach for infrastructure improvements to the San Castle neighborhood. The funds will be used for critical upgrades to an underserved population by improving road, utility, and stormwater components. It will raise the quality of life for residents by providing a reliable source of drinking water, the ability to move freely in and out of the neighborhood, and the knowledge that stormwater will properly drain following a major rain event. The project was one of 17 selected applications (out of 246), and the City was awarded the full funding of $16,500,000.

City of Boynton Beach Heart of Boynton Utility Retrofit FEMA BRIC Grant Project, Boynton Beach, FL – *Grant Analyst.* The Kimley-Horn team who prepared a FEMA BRIC Grant application on behalf of the City of Boynton Beach for infrastructure improvements to the Heart of Boynton neighborhood. The funds are being used for critical upgrades to an underserved population by improving water, wastewater, and stormwater components with roadway improvements in areas disturbed by the mitigation activities. Kimley-Horn counseled the client, prepared the draft application, coordinated with other City consultants, and responded to the requests for additional information (RFAIs) from the Florida Division of Emergency Management (DEM).

Wastewater Treatment Plant (WWTP) CDBG-MIT Grant Preparation, Crystal River, FL – *Grant Analyst.* Kimley-Horn prepared a Rebuild Florida CDBG-MIT General Infrastructure grant application on behalf of the City of Crystal River. The City needs a new WWTP. The current facility is at capacity and has exhausted its useful life. Crystal River's current WWTP needs to be upgraded to provide a higher standard of wastewater treatment and to address the annual influx of population due to tourism. The City requested $20,450,000 in funding.

Village of Estero - Grant Management Services;

Request for Proposal (RFP) # 100724



Macy Falcon, AICP

Grant Management Services (FEMA)

Professional Credentials

- Master of Science, Urban and Regional Planning, Florida State University
- Bachelor of Science, Geography and Environmental Studies, Florida State University
- Certified Floodplain Manager
- American Institute of Certified Planners (AICP)

Special Qualifications

- Has 10 years of planning experience in data management, technical analysis, grant application and management, and floodplain management
- Experienced in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis

Relevant Experience

Macy has 10 years of experience. Her planning experience involves working with communities to build resilience. She is experienced in hazard mitigation and resiliency plan development, grant writing and management, floodplain management practice and outreach, resiliency assessment, loss avoidance reporting, and benefit-cost analysis. Macy has provided complete grant cycle services to Florida counties to obtain federal grants and implement projects that mitigate flood risk. She has also served as an analyst for vulnerability assessments and holistic benefit-cost analyses for federal grants for metropolitan clients.

Avenida Menendez Seawall Flood Barrier Phase I, St. Augustine, FL
Grant Assistance. Kimley-Horn is completing the planning, permitting, design, and development of bid documents and bidding services for the reinforcement, replacement, and installation of a seawall with appropriate tidal backflow prevention to achieve a continuous elevation and a level of protection against a 100-year storm event. Our services were governed, in part, by regulations and requirements stipulated in the Hazard Mitigation Grant Contract H0483 (HMGP), which the City secured through the Florida Division of Emergency Management (FDEM). The seawall has protected the City of St. Augustine's historic bayfront from severe weather events for more than 180 years. As a partner to the City, we are expanding on their decade-long efforts for this seawall project to provide increased protection for City and private properties, residents, and sensitive archaeological sites throughout this area.

Evaluation and Appraisal Report (EAR) and Comprehensive Plan Updates, Oakland Park, FL – *Project Planner.* The City of Oakland Park hired Kimley-Horn to conduct their EAR in 2019. The EAR recommendations supported the City's request to update the comprehensive plan. Kimley-Horn was selected again to update the plan, which is currently under way. The initial phase required extensive research and analysis to evaluate current conditions within the City and provide supporting data for the second phase, which will plan for the desired future of Oakland Park. The second phase includes the update and preparation of goals, objectives, and policies to guide Oakland Park over the next 20 years, which Kimley-Horn is currently working on for the City. The update of the plan first began with a robust public engagement plan, including five meetings with the public as well as City-identified stakeholders. The next task was to collect new data reflecting the City's current demographics and land use make up. Kimley-Horn analyzed this data and provided recommendations for each element of the plan. After meeting with stakeholders and analyzing the data, Kimley-Horn began drafting policies that reflects the City of Oakland Park today and for the next 20 years. New elements were added to the plan, including housing, sustainability, resiliency, and property rights.

Team's Relevant Knowledge

The Kimley-Horn team, led by Diana Bello, is experienced with the complex requirements tied to the wide range of funding mechanisms and has been successful in managing several grant programs for municipalities. Our team will use this experience to provide insight into the opportunities available, and the procedures required to obtain funding. Our team offers specialized experience with the following funding mechanisms:

- Building Resilient Infrastructure and Communities (BRIC), Federal Emergency Management Agency (FEMA)
- State Revolving Fund Loan (FDEP)
- Safe Streets and Roads for All (SS4A), United States Department of Transportation (USDOT)
- Community Challenge Grant, American Association of Retired Persons (AARP)
- Recycling Education and Outreach (REO), Environmental Protection Agency (EPA)
- Community Planning Technical Assistance (CPTA) Grant, Florida Department of Economic Opportunity (DEO)
- Charging and Fueling Infrastructure (CFI) Grant, USDOT
- Hazard Mitigation Grant Program (HMGP), FEMA
- Rebuilding American Infrastructure with Sustainability and Equity (RAISE), USDOT
- Recreational Trails Program (RTP), Florida Department of Environmental Protection (FDEP)
- Community Development Block Grant (CDBG Disaster Recovery, Mitigation and Hardening)
- National Scenic Byway Program (NSBP), Federal Highway Administration (FHWA)
- Consolidated Rail Infrastructure and Safety Improvements (CRISI), Federal Railroad Administration (FRA)
- Florida Boating Improvement Program (FBIP), Florida Fish and Wildlife Conservation Commission (FWC)
- Natural Resource Conservation Service (NRCS)

Further clarification into our familiarity with some of the key funding mechanisms is provided below:

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) HAZARD MITIGATION GRANT PROGRAM (HMGP)

The Kimley-Horn team understands the significance of the FEMA HMGP program, and the impact its funding can have on communities impacted by disaster. Team members Diana Bello, Laura Wittenbauer, and Macy Falcon, AICP have significant experience in serving communities from start to finish through this program.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP)

We have experience with application submittals and compliance requirements related to FDEP's various programs. This team has prepared and submitted applications for both grants and loans and has managed compliance requisites of the contracts, including assisting our clients to prepare reimbursement requests, amendments, change orders, commission agenda items, presentations and budgets.

FDEP STATE REVOLVING FUND (SRF) LOAN ADMINISTRATION

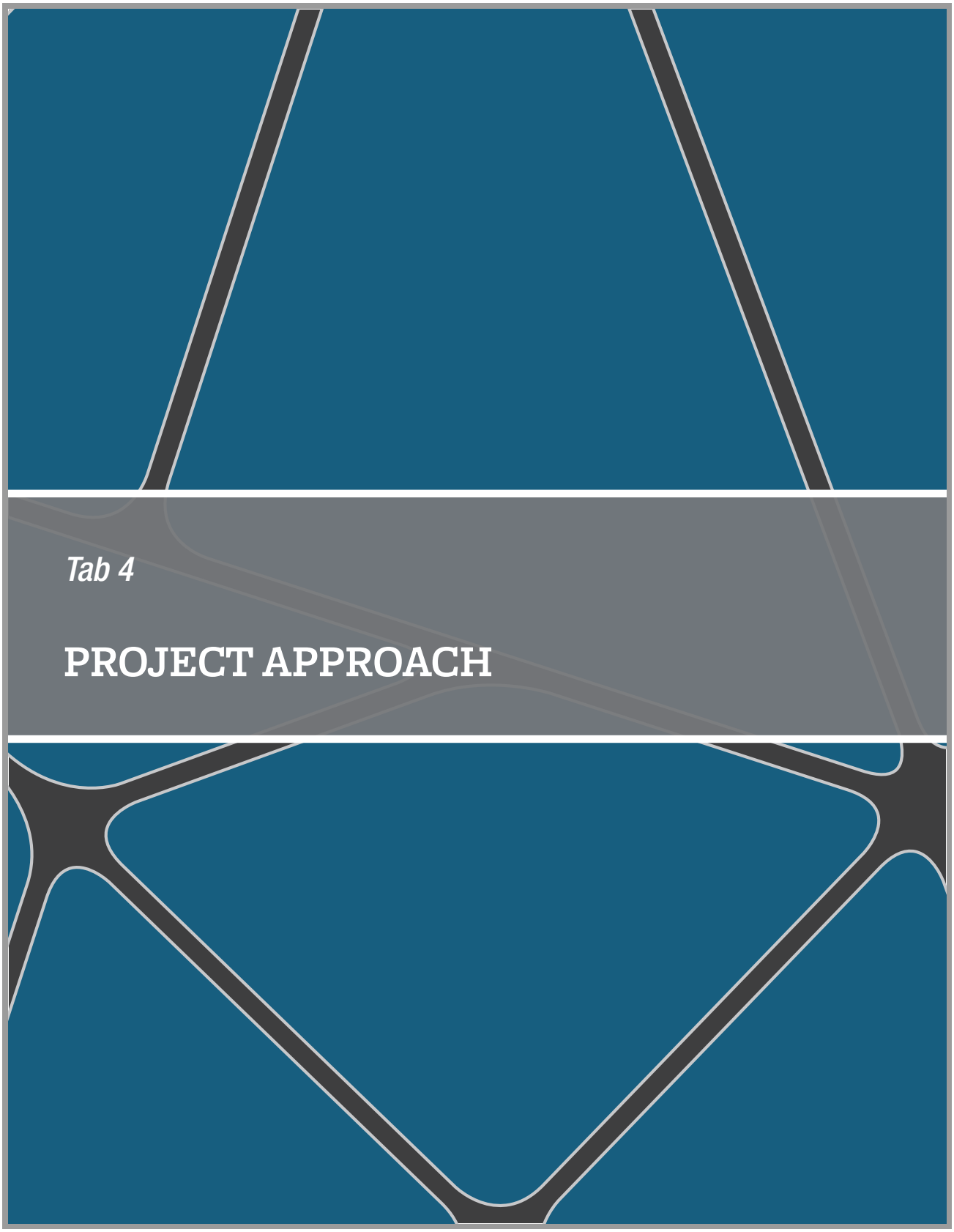
Kimley-Horn has substantial experience with FDEP SRF loan administration on several projects. We are currently providing SRF administration services on the Plantation Bay Wastewater Treatment Facility (WWTF) Phase 1 project and assisting the County with administration of the Plantation Bay WWTF Phase 2 construction loan process. We have a minimum of weekly communications with the FDEP project manager and frequent communications with the FDEP Clean Water SRF program director. We have also provided SRF loan administration assistance for numerous projects. Our expertise with SRF loan administration services includes assistance with Davis-Bacon Act compliance monitoring and reporting, SRF loan disbursement requests, project change order coordination, final disbursement request coordination, and FDEP audit assistance.

FDEP STATE AND FEDERAL FINANCIAL ASSISTANCE GRANT PROGRAM

Diana and her team are currently managing this program's compliance administration as well as assisting our client to obtain additional funding through other grants to subsidize an over $63 million dollar capital project. Her team is coordinating reimbursement requests, quarterly and monthly reporting, revision of internal policies, development of processes for compliance services and development of processes for audit readiness.

NATURAL RESOURCE CONSERVATION SERVICE (NRCS)

Diana's experience with the U.S. Department of Agriculture USDA-NRCS programs stems from writing proposals for conservation and restoration projects, watershed protection, and rehabilitation. Recently, Diana has submitted proposals for private clients utilizing other USDA-sponsored conservation, fertilizer production, and climate changes initiatives. In addition to Diana's experience, the Kimley-Horn team has recent and relevant project coordination with NRCS, where we provided engineering analysis for three dams in Southeastern Arizona: (1) Stockton Wash Flood Retarding Structure (FRS) in Graham County, (2) Graveyard Wash FRS in the City of Safford, and (3) Frye Creek FRS No. 3 in the Town of Thatcher. All three projects were part of the NRCS Small Watershed Rehabilitation Program and funded by NRCS.



Tab 4

PROJECT APPROACH

4 – Project Approach

KIMLEY-HORN'S APPROACH IS STRAIGHTFORWARD, AS WE:

1) *Communicate frequently with our client for project details and reviews*
2) *Coordinate special meetings with grant program Agencies to clarify programs' priorities*
3) *Prepare timelines for completion prior to the submission deadline with compliance requirements; report dates; environmental needs; pre-audits policies, village meetings; agendas preparation in order to organize the process of application submissions*

The service delivery related to this contract will be characterized by the following philosophies and policies which are ingrained in the Kimley-Horn culture:

- Kimley-Horn's team will anticipate problems, creatively develop solutions, and implement a set of actions before problems arise
- We will follow up on action items to help ensure planned actions are executed by the team or person responsible for the task
- Our project management plan will promote efficiency, clarify communication protocols, provide direction, avoid misunderstandings, and govern routine action
- Our project management plan will clearly identify, budget, and plan for effective quality control and independent reviews, and we will strive to produce a result that exceeds contractual expectations
- We will execute inquiries into schedule adherence, work performance, quality performance, and resource allocations to determine compliance with planned project performance
- We will identify anomalies and take instant corrective action (as needed)
- We will view the project from the Village's perspective, examine issues in a strategic context, and provide you with tactical solutions

Kimley-Horn will provide the Village of Estero with grant management services by:

- Providing a funding needs analysis by working with Village representatives and departments to assess funding priority areas, identify new priority areas, identify potential funding sources to match priorities, and by communicating this information to the Village on a regular basis
- Conducting grant funding research to identify all grant resources that support the Village's funding needs and priorities
- Providing grant proposal development and writing services associated with the completion of grant applications (preparation, production/compilation, documentation, submittal, and responses to internal and external queries on drafted and submitted proposals)

Assisting with grant administration at the local, state, and federal level, and Appropriations Requests

- Providing monthly reports to the Village summarizing the amount of time expended and describing activities undertaken during the previous month
- Assisting the Village (as needed) with meeting financial, administrative, and bookkeeping requirements of new and existing grants, including the preparation of drawdown requests
- Assisting the Village in developing policies and procedures to comply with grant requirements (Internal Controls)
- Furnishing the Village with the necessary tools and support, including required forms, grant administration training, and other aids to implement project activities for awarded grants
- Acting as liaison between the Village, its other consultants and contractors, and applicable regulatory and funding agencies
- Preparing and coordinating the submission of the appropriate documents for grant closeout and completion
- Funding Compliance and Audit-readiness
- Reviewing eligibility Issues
- Preparing Project Worksheets
- Reviewing and Analyzing leverage of funding and/or cost-shares
- Final inspections -Administrative and field compliance requirements, such as posted notices to workers
- Reviewing contracts and purchasing documentation
- Provide concise and compelling project narratives
- Prepare unique and effective graphics and maps tailored to visually represent data

Kimley-Horn will meet regularly (in-person or virtually) with Village administration and department staff to discuss critical issues and reporting related to projects.

Grant Funding Research

Kimley-Horn will research funding opportunities for the Village to identify resources to support projects, programs, and administrative operations. These third-party funding opportunities are not limited to grants from federal, state, or local sources, but also private funding sources, as well as loans and legislative appropriations. We have experience in the following areas:

- Parks and Recreation
- Water/Wastewater/Stormwater
- Bridges
- Dams
- Community Development Block Grants (HUD)
- Historic Preservation
- Resiliency
- Sustainability
- Florida Department of Environmental Protection (FDEP)
- Federal Emergency Management Agency (FEMA)
- Florida Department of Emergency Management (FDEM)
- U.S. Department of Environmental Protection
- U.S. Department of Transportation
- U.S. Department of Agriculture
- Florida Department of Transportation (FDOT)
- Water Management Districts (WMDs)
- Department of Justice
- Conservancy Lands

In addition to the areas identified above, Kimley-Horn will research funding opportunities for the Village of Estero. This research may be done through a variety of means, including the publicly available **Grants.gov**, **Grant Gopher** or other such methods; or through Kimley-Horn's propriety tool, **GrantSource**. GrantSource is Kimley-Horn's internal application that provides a growing database of funding sources.

We are proud to boast that we have several individuals on our project team who were former public sector grant specialists. This expertise in funding management, administration, and compliance measures for federal, state, and local awards positions Kimley-Horn to have the knowledge and familiarity with what our clients might experience once funding is awarded. Record keeping, reporting requirements, and auditing methods come second nature to our project team. We will keep documentation related to any grant-related activity, including correspondence from all parties. Our project team will maintain records with invoices, quarterly reports, and certifications that are commensurate with industry standards. These skilled individuals will serve the Village of Estero after funding has been awarded.

Kimley-Horn holds more than 100 on-call contracts with municipal clients throughout Florida. Our proven approach to the work we are tasked with has led to an elevated level of client satisfaction and has allowed us to retain these contracts multiple times. The grants services sought under this RFP do not vary based on the presence of other consultants within the pool, as Kimley-Horn will deliver the mutually agreed-upon services as they are laid out in the task work order.

Kimley-Horn's staff has assisted many clients with the grant, loan, and third-party funding application process all the way through to grant compliance and overall project completion. Under this contract, Kimley-Horn will research and identify funding opportunities and provide services associated with the completion and submission of the funding application. Our team will work with Village representatives and staff to assess projects and align those projects with funding opportunities. We will detail each funding opportunity to include the agency, division, floor, and ceiling amounts; and match requirements, eligibility requirements, and all guidance associated with the funding to help ensure abidance and compliance. Our team will further stand ready to administer the award and adhere to those compliance requirements.

In approaching these requirements, Kimley-Horn will provide our decades of funding experience to:

- Identify funding opportunities that align with Village projects
- Provide concise and compelling project narratives
- Comply with requirements for application submittal
- Describe benefits to the community relevant to the funding opportunity, emphasizing themes such as access, equity, and inclusion; impacts to disadvantaged and underserved communities; or hazard mitigation, as appropriate
- Perform and provide technical analyses to support the request
- Prepare unique and effective graphics and maps tailored to visually represent data

Our experience with all levels of funding opportunities (state, federal, corporate, and non-governmental) will ready the Village for compliance in reporting, reimbursement request, and audit as we prepare all required information for the master file should an audit occur, thus positioning the Village to be in compliance with all aspects of the funding. Additional experience pertains to financial and record retention of funding information and requirements, and assistance with the reporting of the Single Audit Act and information pertaining to comprehensive financial reporting. We pride ourselves on our ability to stay up to date on the ever-changing requirements for funding opportunities, as well as staying on top of new available sources of funding. Our team regularly attends webinars, conferences, and trainings, and are active members of the Grant Professionals Association (GPA) and the National Grants Management Association (NGMA) to keep our skills current and sharp.

Organizational, Technical Approach and Support:

Our technical approach to third-party funding includes the following activities:

- Preparation of public notices (may be in English, Spanish, Haitian Creole, and/or other languages as may be required)
- Preparation of resolutions
- Preparation of interlocal agreements
- Preparation of agendas, handouts, and/or presentations for public meetings and workshops
- Coordination with technical personnel to prepare materials to support an application
- Identification of stakeholders and/or project partners
- Preparation of draft letters of support
- Application preparation, including support documentation
- Procurement requirements as outlined in 2 CRF 200, and Procurement Standards found in subsection 200.317 of the Code of Federal Regulation
- Compliance, documentation, and monitoring related to the Davis-Bacon Act (DBA) and federal, state, and local requirements (grant-specified)
- Quality control review
- Coordination and liaison with the funding agency
- Preparation and attendance at site visits with Village staff and/or funding agency representatives
- Monitoring of award announcements

- Review of award contract/agreement and assisting the Village with completion of the award contract for execution
- Presentations at Village meetings
- Award paperwork documentation, record keeping, and audit preparation
- Preparation for environmental review (NEPA)/Categorical Exclusions
- Provision of Section 3, MBE, and related forms
- Provision of technical assistance to Village staff and contractors
- Preparation of quarterly reports
- Preparation of Reimbursement Requests
- Preparation of an Administrative Closeout Report
- Audit readiness

Audit Support:

Kimley-Horn serves as a navigator for its clients as we wind through the complexities associated with funding requirements, administration, and compliance. We put those responsibilities on our shoulders so your attention can be better spent on your other duties. Kimley-Horn also has experience in writing and applying policies and procedures as they relate to grants and other funding to include internal controls and compliance-testing mechanisms. These policies and funding compliance help to ensure a smooth audit process, should one occur.

Communications with the Village - Meetings - Updates - Team Meetings

Kimley-Horn can attend pre-scheduled meetings either in-person or virtually, and we will be available for either option. We will tailor our communication to the method that works best for the Village. If needed for in-person meetings, our team can be at the Village's facilities at a moment's notice, as our Fort Myers and Naples offices are both just a half hour from you. For online communications, Kimley-Horn has state-of-the-art systems for virtual meetings where we can provide presentations, documents for review, real-time markups, and virtual face-to-face communications.

We will help to ensure the accessibility and availability necessary to meet the Village's needs over the course of the agreement. It is part of our firm's philosophy not to operate individual offices as single-profit centers. Rather, we make it a practice to share our depth of resources firmwide. Due to the depth and breadth of our team, including our ability to bring in expert professionals from any office, we will meet any schedule you need. This helps ensure that we have more than enough staff and expert resources to complete this project on time and to your satisfaction.

Village of Estero - Grant Management Services;

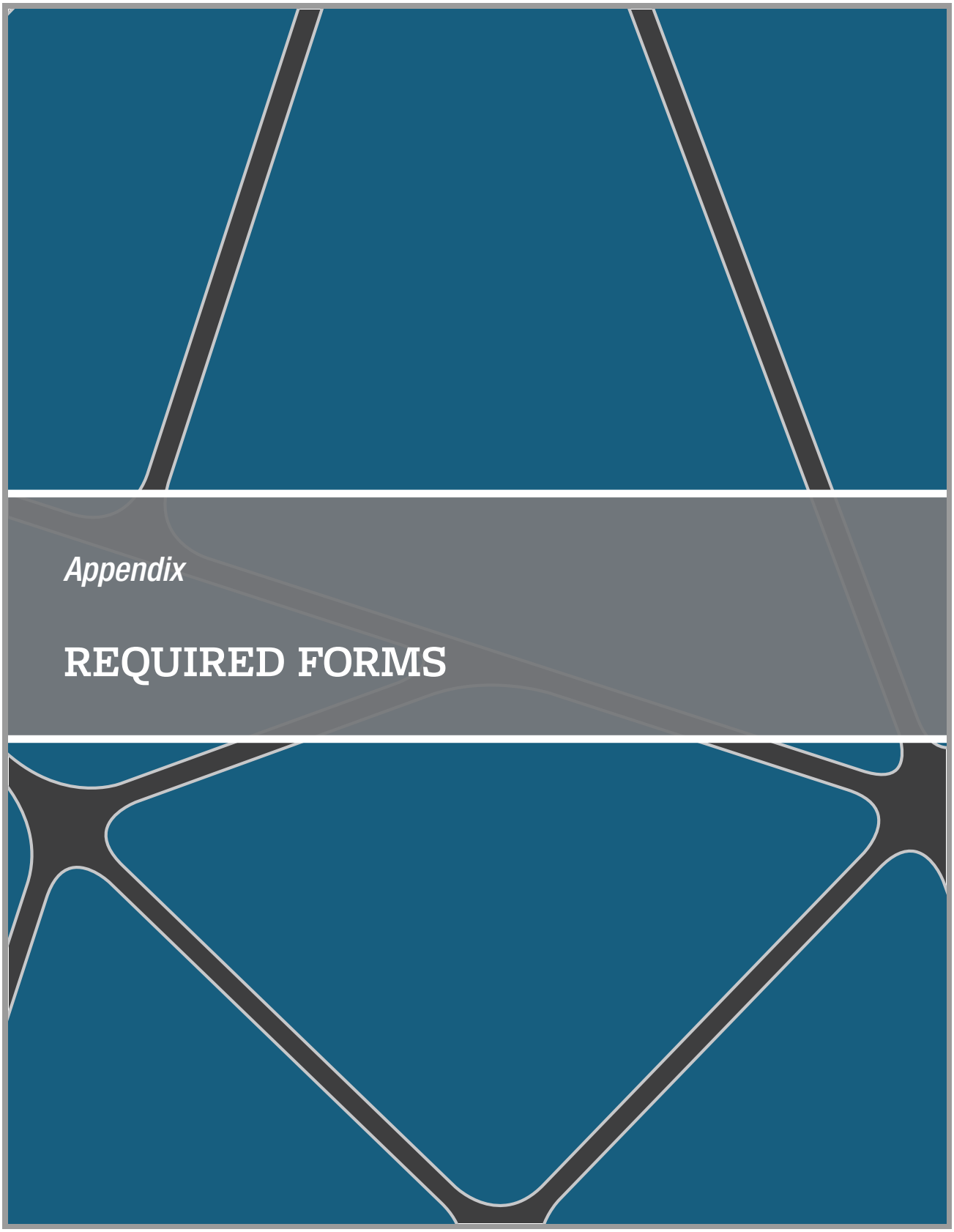
Request for Proposal (RFP) # 100724

FINANCIAL AND ALLOWABILITY AND ALLOCATIONS:

- *Support in tracking expenditures and costs*
- *Analyze and Track contract budgets*
- *Develop Tracking Spreadsheets for each project*
- *Review change orders and document budgets*
- *Review Change Orders with funding agency*
- *Review all costs for allowance and eligibility for reimbursement*
- *Preparation of Reimbursement Requests*
- *Close out financial reports*
- *Preliminary audit procedures (development and implementation)*



Kimley»Horn



Appendix

REQUIRED FORMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	**CONTACT NAME:** Jerry Noyola **PHONE (A/C, No, Ext):** 7702207699 **FAX (A/C, No):** **E-MAIL ADDRESS:** greylingcerts@greyling.com
INSURED KIMLASS Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co of Pittsburg — 19445 **INSURER B :** Allied World Assurance Co (U.S.) Inc. — 19489 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Lloyd's of London — 85202 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2080884375 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:			GL5268169	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4489663 (AOS) CA2970071 (MA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			03127930	4/1/2024	4/1/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC015893685 (AOS) WC015893686 (CA)	4/1/2024 4/1/2024	4/1/2025 4/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Professional Liability			B0146LDUSA2404949	4/1/2024	4/1/2025	Per Claim Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

Sample Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Kimley-Horn and Associates, Inc.

2 Business name/disregarded entity name, if different from above

Print or type. See **Specific Instructions** on page 3.

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

421 Fayetteville Street, Suite 600

Requester's name and address (optional)

6 City, state, and ZIP code

Raleigh, NC 27601

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

5	6	–	0	8	8	5	6	1	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** Tammy F. **Date ▶** 2/1/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) AND AFFIRMATIVE ACTION POLICY (AAP) STATEMENT OF KIMLEY-HORN AND ASSOCIATES, INC.

Effective March 1, 2024

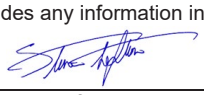
It is the policy of Kimley-Horn to provide fair and equal treatment of all current and prospective employees without regard to race, color, age, religion, sex, sexual orientation, gender identity, marital status, national origin, qualified disability, medical condition, protected veteran status, or any other reason under applicable federal, state, or local laws. This commitment to fairness means that we provide equal opportunities in all areas of employment, including recruitment, selection, job changes, promotions, terminations, wages or other forms of compensation, benefits, training, and other privileges, terms, and conditions of employment. Kimley-Horn commits to comply with the equal employment and affirmative action regulations of various federal, state, and local governmental entities, including Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (VEVRAA) and Title VII of the Civil Rights Act of 1964 as amended.

Kimley-Horn takes affirmative action to ensure that all employment practices are free of discrimination. A written Affirmative Action Plan is prepared annually to document the following: responsibilities, implementation and dissemination of our plans, our internal monitoring approach, and our placement goals. Any employee or applicant may receive a copy of the plan by contacting an Affirmative Action Officer.

Kimley-Horn will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

Joy A. Pado, Senior Vice President, and Rachel E. Ferina, Vice President, have been designated as the firm's EEO and Affirmative Action Officers and assigned overall responsibility for the coordination, implementation, and direction of the Affirmative Action Plan and EEO Program. The Board of Directors reviews the Affirmative Action Plan and regularly monitors performance against the plan. In addition, all other employees are expected to perform their job responsibilities in a manner that supports equal employment opportunity for all.

Any employee or applicant for employment who believes they have been treated in a way that violates this policy should contact their supervisor; a member of the Regional Human Resources team; our EEO and Affirmative Action Officers; or Steven E. Lefton, President. Responsible parties will promptly investigate allegations of discrimination or harassment in a confidential manner, and Kimley-Horn will take appropriate action in response to these investigations. Any employee committing any discriminatory practice will be subject to discipline up to, and including, termination. We will not tolerate any retaliation against any employee or applicant for employment who raises a concern about a potential violation of this policy or provides any information in connection with any complaint.



Steven E. Lefton, President

3/1/2024
Date

FORM 3: LOBBYING AFFIDAVIT

STATE OF Florida
COUNTY OF Orange

Kellie Clark, PE being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of Kimley-Horn and Associates, Inc. (Bidder/Proposer), maker of the attached bid/proposal and that neither the Bidder/Proposer nor its agents have lobbied to obtain an award of the Agreement required by this solicitation from the Village of Estero, Council Members or employees of the Village, individually or collectively, regarding this solicitation.

Kellie Clark

AFFIANT

Notary Public
STATE OF Florida
COUNTY OF Orange

The foregoing instrument was signed and acknowledged before me this 27th **day of** September, 2024, **by** Kellie Clark, PE **by means of** ☑ **physical presence or** ☐ **online notarization who produced the following as identification** _____ **(type of identification) or is personally known to me.**

My Commission Expires 08/12/2026 **[stamp or seal]**

Jeanne M. Doucet
[Signature of Notary Public]

Jeanne M. Doucet
[Typed or printed name]

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS/PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

FORM 7: NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY Orange

Kellie Clark, PE, being duly sworn, deposes and says that:

(1) He/she is Vice President/Auth. Rep. of Kimley-Horn and Associates, Inc.,
Title Firm/Company
the Proposer that has submitted the attached Bid/Proposal.

(2) He/she is fully informed respecting the preparation and contents of the attached Bid/Proposal and of all pertinent circumstances respecting such Bid/Proposal.

(3) Such Proposal is genuine and is not a collusive or sham Bid/Proposal.

(4) Neither the said Bidder/Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder/Proposer, firm or person, to submit a collusive or sham Bid/Proposal in connection with the Agreement for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder/Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Bidder/Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.

(5) The price or prices submitted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) Kellie Clark

Vice President/Authorized Representative
(Title)

STATE OF FLORIDA
COUNTY OF ~~LEE~~ ORANGE

Notary Public State of Florida
Jeanne M. Doucet
My Commission
HH 253990
Exp. 8/12/2026

The foregoing instrument was acknowledged before me this 25th day of September, 2024 by Kellie Clark, PE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Jeanne M. Doucet (Signature of Notary Public)

Jeanne M. Doucet (Name of Notary, typed, printed or stamped)

HH 253990 (Serial Number)

(Notary's Seal) By means of ✓ physical presence or ___ online notarization.

Grant Management Services

Proposal for the Village of Estero, Florida
Submitted by: Hagerty Consulting, Inc.

Request for Proposal #100724
Due October 7, 2024 at 11:00 AM ET

PREPARED BY:
Hagerty Consulting, Inc.
1618 Orrington Ave, Suite 201
Evanston, IL 60201
847-492-8454

CONTACT:
Katie Freeman
Director of Operations
katie.freeman@hagertyconsulting.com
847-492-8454 x119

HAGERTY

Table of Contents

Tab 1 – Executive Summary 2

Executive Summary 3

Tab 2 – Firm Qualifications and Experience 6

Company Organizational Chart 7

Licenses and Certifications 7

Proposed Subcontractors 8

Related Experience and References 8

Hagerty has successful experience supporting the State of Florida, Lee County, and the Village of Estero 8

References 14

Conflict of Interest Disclosure 15

Tab 3 – Staff Qualifications and Experience 16

Team Organizational Chart 17

Key Personnel 18

Tab 4 – Project Approach 53

Proposed Approach and Methodology 54

Grant Management Tasks 56

Additional Tasks 59

Eligibility Tasks 60

Allowability Tasks 61

Engagement Management Tasks 64

Price Schedule 66

Required Forms 67

Tab 1 – Executive Summary

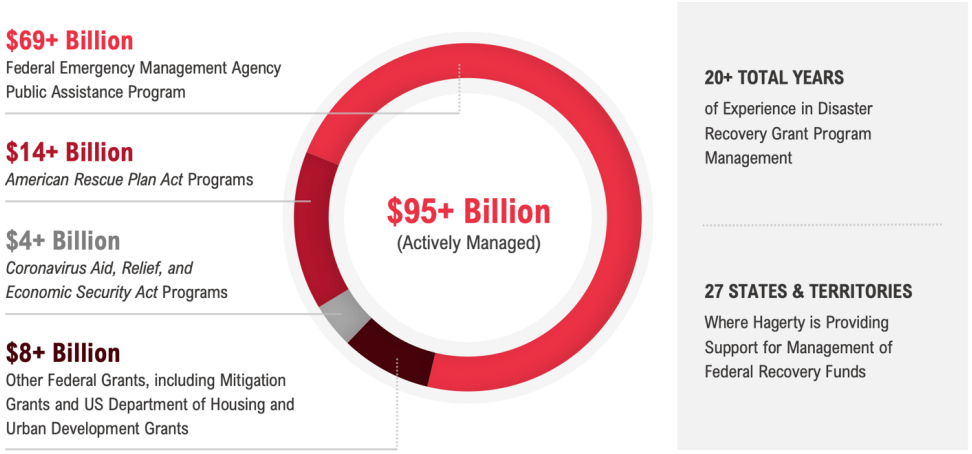
Please see following pages.

Executive Summary

Hagerty Consulting, Inc. (Hagerty) is pleased to present our qualifications to support the Village of Estero, Florida (the Village) with grant management services, focusing on the Community Development Block Grant Disaster Recovery (CDBG-DR) program.

Hagerty is a comprehensive emergency management, homeland security, preparedness, recovery, and mitigation firm with a focus on resilience, that supports our clients to prepare for, respond to, and recover from disasters. Our expertise and capability are directly aligned to the specific needs of the Village, and we offer more than 22 years of experience focused on disaster preparedness, response, and recovery – including grant application development, grant management, program and project implementation, monitoring and compliance, and closeout for a variety of federal programs that support recovery, mitigation of future disasters, and resiliency. Hagerty is not an engineering or accounting firm that also supports disaster recovery – holistic recovery is the foundation of Hagerty and our primary business line. Our approach successfully enables our clients to claim eligible costs, minimize appeals, reduce administrative burden, and prepare for closeout. **Hagerty has proven capability in billion-dollar stimulus and recovery program management, with more than $95 billion in federal funds under our support.**

Hagerty's Expertise has been Leveraged to Meet Emerging Cost Recovery Needs Specific to Various Disasters



Hagerty has played direct roles in many of the nation's top 10 costliest disasters, including: supporting New York City (NYC) after Superstorm Sandy and the September 11th terrorist attacks; supporting the City of New Orleans following Hurricane Katrina; supporting the California Governor's Office of Emergency Services in ongoing response to and recovery from the Camp and Woolsey Fires; and supporting Lee County with Hurricane Ian response and recovery to name a few. We specialize in creating beneficial, innovative solutions for our clients' most complex recovery problems, and are skilled at providing these solutions in compliance with federal, state, and local regulations and policies. When disaster strikes, with devastation, the opportunity

presents itself to engage in holistic community planning to enable the impacted area to build back more resiliently and in line with their recovery priorities. Just a few examples of our innovation and leadership include:

- **Providing comprehensive leadership for recovery in the Florida panhandle following Hurricane Michael.** Soon after the devastating Category 5 Hurricane Michael made landfall in October 2018, the City of Panama City, and nine additional jurisdictions and non-profits, requested Hagerty to provide comprehensive recovery support to help guide and support them through their worst day. Hagerty mobilized an expert team, including permanently relocating staff that still call Panama City home, to provide a myriad of services including, but not limited to: CDBG-DR application development and grant management support, Federal Emergency Management Agency (FEMA) Public Assistance (PA) cost recovery services, long-term recovery planning (including economic and downtown redevelopment planning), Hazard Mitigation Grant Program (HMGP) subapplication development and administration, comprehensive water management planning in alignment with a strategic approach to mitigation grant development and management, and much more. With the assistance of Hagerty, the City has secured nearly $350 million in disaster grant funding to support their recovery from Hurricanes Michael and Sally and the Novel Coronavirus (COVID-19) pandemic. That amount includes $9.8 million of missing eligible costs Hagerty identified during our review of FEMA PA cost estimates.
- **Providing CDBG-DR Support to the State of Nebraska Department of Economic Development.** The State of Nebraska's Department of Economic Development (DED) procured Hagerty to support grant administration and implementation of their CDBG-DR program for 2019's Winter Storm Ulmer which unleashed extensive flooding across the State. DED was awarded $108.9 million in CDBG-DR funding to support long-term recovery primarily because of significant infrastructure damage attributable to Ulmer. Hagerty continues to support DED on grant strategy and implementation, grant management support, monitoring and compliance, technical assistance, and research/analysis. DED, with Hagerty's assistance, successfully obtained United States (US) Department of Housing and Urban Development's (HUD's) approval of their Action Plan that reflected a two thirds allocation for infrastructure purposes, as opposed to primary housing emphasis. Based upon the Unmet Needs Analysis prepared by Hagerty, DED opted to implement an Infrastructure Match Program ($63.5 million) for both FEMA PA and HMGP, Affordable Housing Construction Program ($37 million), and two Planning Programs ($3 million). To assist DED in the implementation of the CDBG-DR programs, Hagerty prepared programmatic documentation including, but not limited to, policies and procedures; standard operating procedures; program applications; environmental assessments; and both substantial and non-substantial Action Plan Amendments.
- **Providing long-term recovery support for NYC's recovery from Hurricane Sandy.** Since 2013, our professionals have supported a grant portfolio valued at more than $15 billion across the FEMA PA, HMGP, and CDBG-DR Programs. Hagerty and NYC have partnered to maximize federal funding in creative ways, as evidenced by use of FEMA's Section 428 Public Assistance Alternative Procedures (PAAP) to fund an improved, more resilient Rockaway Boardwalk, a grant valued at $480 million. This single project was among more than approximately $5 billion in flexible PAAP funding secured by NYC.

- **Innovating within mitigation programs, including design and implementation.** While working with Montgomery County, Texas, Hagerty has supported multiple home buyout programs funded by the FEMA Flood Mitigation Assistance (FMA) Program and CDBG-DR Program. In January of 2022, through Hagerty's leadership, the County became the first in the State of Texas to purchase a buyout property under the CDBG-DR 2017 (Harvey) Program – more than four years after the disaster.

Hagerty and our professionals have been at the forefront of developing and executing innovative recovery policies, methodologies, and tools in the aftermath of large-scale complex disasters. Concepts designed and executed for our clients have:

- Been recognized as best practices in managing recovery funding;
- Directly influenced the implementation of new FEMA programs;
- Drafted and provided industry-recognized full lifecycle best practices and a federally compliant grants management training manual that is used by the Council of State and Community Development Agencies to expand knowledge and capacity of CDBG-DR direct grantees; and
- Served as the foundation for or have become federal policy.

We lead the emergency management industry in innovation, which has been proven time and time again during disaster recovery operations. Further, our innovation and expertise span the whole of the recovery programs that will be brought to bear to support the Village.

Hagerty is acutely familiar with Village priorities, stakeholders, and processes, and we are fully prepared to provide quality and effective support. We are the best firm to support the Village through the full lifecycle of awarded CDBG-DR funding based on past direct knowledge of working with the Village and other communities within as well as the entirety of Lee County that were impacted by Hurricane Ian. In addition, we deeply understand the needs of the Village and have vast experience working with staff and stakeholders in the region for numerous projects in the disaster recovery and grant management space. The following sections further demonstrate Hagerty's qualifications and experience to serve as the Village's trusted partner in grant management.

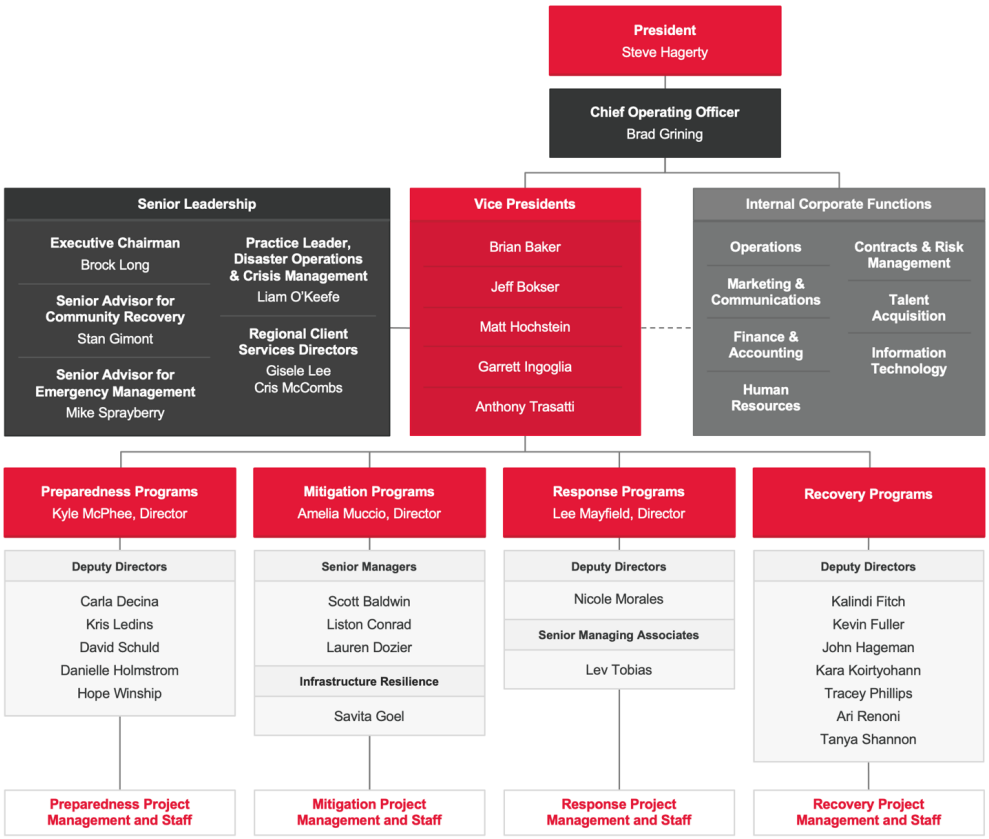
Tab 2 – Firm Qualifications and Experience

Please see following pages.

Company Organizational Chart

Hagerty's internal organizational structure consists of four Divisions: Preparedness, Mitigation, Response, and Recovery. These divisions combine to support clients like the Village, particularly where our clients are looking for disaster recovery and grant management services. **We call this the One Hagerty approach.** Hagerty can offer the Village our full complement of more than 400 full-time professionals and a cadre of more than 1,000 consultants.

Hagerty's Organizational Chart



Licenses and Certifications

Not applicable.

Proposed Subcontractors

Hagerty will not be using subcontractors to perform the work under this solicitation.

Related Experience and References

Hagerty is an emergency management and homeland security consulting firm dedicated to helping our clients prepare for and recover from disasters. Hagerty understands the full life cycle of emergency management and has provided support services to jurisdictions across the nation to address emerging issues in preparedness, prevention, mitigation, response, and recovery. This includes successful past performance in homeland security, disaster preparedness, emergency response, recovery, and continuity of operations services related to all hazards.

Our firm and background are deeply rooted in emergency management. Shortly after our founding, our professionals were asked to support NYC and the World Trade Center to recover from the terrorist attacks of September 11, 2001. Since then, Hagerty has supported disaster recovery operations following every major disaster in the US. As Hagerty has grown, so have our service offerings and capabilities. With a presence in Florida and across the US broadly, Hagerty professionals have supported over **750** projects for a wide range of clients, with direct experience supporting grant management at all levels of government and in the private sector.

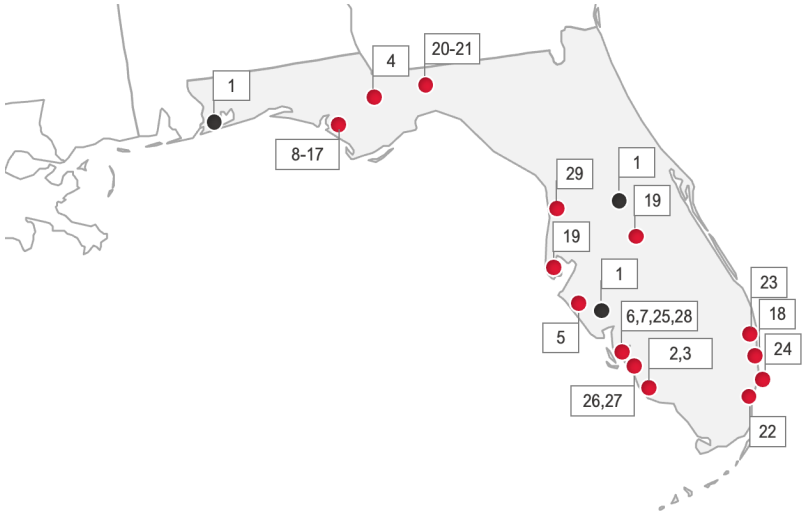
Hagerty has successful experience supporting the State of Florida, Lee County, and the Village of Estero

Hagerty is well established in the State of Florida – we have long-term relationships with communities across the State and with the Florida Division of Emergency Management (FDEM). Because of these relationships, we were called upon to support Miami-Dade County and the Town of Surfside following the Champlain Towers Building Collapse; the City of Panama City following Hurricane Michael; and Lee County and the City of Cape Coral following Hurricane Ian. In addition, we previously supported the Village with CDBG-DR application development – **securing $16.2 million** – and are currently supporting hazard mitigation grant projects within the Village. Our extensive work across the State demonstrates Hagerty's understanding of the unique geographic and community-based considerations; the emergency management response structures and capabilities of the State; as well as the state, local, county, and non-governmental partners that FDEM supports.

Hagerty's Local Presence

Hagerty's clients in Florida are supported from our office in Tallahassee and the more than **55** professionals we have working across the State.

Hagerty's Past and Ongoing Support to Florida Clients



1. 2004 Florida Hurricane Season Joint Field Office
2. Collier County Recovery Support (Hurricane Irma)
3. Collier County After-Action Review (Hurricane Irma)
4. Calhoun Liberty Hospital Disaster Recovery (Hurricane Michael and COVID-19)
5. Sarasota Memorial Hospital Disaster Recovery (Hurricane Irma)
6. Lee County/Southwest Florida Regional Evacuation Plan
7. Lee County Hazard Mitigation Plan Update, HMGP Subapplication Development, Pre-Disaster Recovery Plan, COVID-19 Cost Recovery, Cost Recovery Plan, Hurricane Ian Cost Recovery, Recovery Task Force
8. City of Panama City CDBG-DR, HMGP, Cost Recovery, and Long-Term Recovery Support (Hurricane Michael and Sally)
9. Panama City Beach CDBG-DR and HMGP Support (Hurricane Michael)
10. Bay District Schools (Hurricane Michael)
11. Palm Beach Education Group (Hurricane Michael)
12. Panama City Housing (Hurricane Michael)
13. Bay Haven Charter Academy (Hurricane Michael)
14. Girls, Inc. of Bay County Disaster Recovery (Hurricane Michael)
15. First Presbyterian Church (Hurricane Michael)
16. Bay County (Hurricane Michael Housing Program Assistance)
17. CARES Inc. Cost Recovery (Hurricane Michael)
18. Town of Davie Emergency Management Consulting (Recovery Training)
19. Pinellas County Disaster Recovery Management (COVID-19 Fiscal Recovery Funds, Disaster Housing and Property Buyout Strategy)
20. Leon County Recovery Support (Hurricane Michael and COVID-19 Cost Recovery)
21. FDEM (COVID-19 Response and Recovery Support; FDEM Michael 428 Policy Support; Hurricane Ian Response; Hurricane Ian Recovery)
22. Miami-Dade County Disaster Cost Recovery Services (COVID-19, Hurricane Irma, Champlain Building Collapse Cost Recovery Support and After-Action Report)
23. Palm Beach County (Hurricane Nicole Response and Recovery)
24. Town of Surfside (Champlain Building Collapse Cost Recovery)
25. Cape Coral (Hurricane Ian Response, Mitigation, and Recovery)
26. Village of Estero (Hurricane Ian CDBG-DR and Mitigation)
27. Bonita Springs (Hurricane Ian Recovery)
28. SalusCare (Hurricane Ian Recovery)
29. Hernando County Planning and Grant Management (Hurricane Ian)

Hagerty's expertise and capability is directly aligned to the specific needs of the Village. We have spent the past 22 years focused on supporting our clients in the identification and compliant management of federal funds, as well as the design and implementation of federally funded programs. We have a track record of assessing and advising clients on new federal programs that emerge from new federal legislation. This includes support associated with several federal programs, such as Coronavirus State and Local Fiscal Recovery Funds under the *American Rescue Plan Act* (ARPA), Emergency Rental Assistance Program (ERAP), Coronavirus Relief Fund, CDBG-DR and -Mitigation (CDBG-MIT), and several programs under FEMA including PA and Hazard Mitigation Assistance (HMA). More recently, Hagerty has supported our clients as they begin to plan and prepare for hundreds of programs under the *Infrastructure Investment and Jobs Act* (IIJA) and the *Inflation Reduction Act* (IRA).

Work Directly Supporting Lee County, Florida

In December 2019, Hagerty was awarded a contract to provide recovery support to Lee County on a standby basis. Recovery services include consulting, representation, assistance, and support monitoring Lee County's recovery efforts and compliance and reporting responsibilities to federal and state governments.

In June 2021, Lee County requested Hagerty develop a pre-disaster Long-Term Recovery Plan and Cost Recovery Plan to ensure the County can effectively recover from a Hurricane Michael-like event. Our support included the update and expansion of the County's Long-Term Community Disaster Recovery Plan and Cost Recovery Plan through a participatory process involving County departments, key external partners, and the development and provision of training to validate and socialized both plans. **The Cost Recovery Plan developed by the County and Hagerty is now being touted by FDEM as the model for F-ROC compliance**. In March 2022, the County requested additional Hagerty support to manage the FEMA PA COVID-19 cost recovery process resulting in over $3 million of obligated recovery funds.

On September 26, 2022, Hagerty deployed personnel to support Hurricane Ian response and recovery operations, when our consultants mobilized to the Lee County Emergency Operations Center (EOC) days before landfall, working and sleeping within the County EOC before, during, and after the storm. Hagerty worked side by side with County staff as Hurricane Ian made landfall causing catastrophic damage throughout southwest Florida. Hagerty quickly mobilized additional subject matter experts (SMEs), with more support arriving daily to support County departments, ensuring the departments were implementing response and recovery best practices and documenting the costs in the format preferred by FEMA and FDEM. On Wednesday, October 5, 2022, Hagerty coordinated with FEMA PA Leadership to visit critical sites requiring expedited site inspections prior to demolition. This close coordination with FEMA and FDEM benefited all of Hagerty's clients within Hurricane Ian-impacted areas where information shared with the County was immediately disseminated to all project managers so they could all operate within the same expedited timeline.

Our Lee County-based Hagerty team continues to support the County with Hurricane Ian FEMA PA cost recovery, and the lessons learned from this disaster – paired with our existing relationships with FEMA and FDEM, and extensive experience supporting disaster-impacted jurisdictions across the nation – can be leveraged by the Village during future emergency events.

LEE COUNTY HURRICANE IAN RECOVERY			
	Site Inspections Completed	*Obligated Projects*	*Amount Obligated*
2022	10	2	$31.1M
2023	281	17	$153.5M
2024	18	42	$19.8M
Total to Date	**309**	**61**	**$204.4M**

After a delay by FEMA in initiating the site inspection process, followed by a subsequent moratorium in site inspections, Hagerty's strong relationships and collaborative approach to coordinating site inspections with FEMA placed the County in the driver's seat and resulted in the completion of over 290 site inspections – including any re-inspections – within a twelve-month period. To date, the Hagerty team has formulated 107 projects with a total estimated project cost of $271.5 million – **$204.5 million of which has already been obligated by FEMA**.

Anticipating the cash flow issues faced by disaster-impacted jurisdictions following a storm, the Hagerty team prioritized getting funding back to the County. As a result, the County received approximately **$20.1 million** in expedited reimbursements within three weeks of landfall, a total of **$179 million** in funding reimbursed for Categories A-Z projects, and **$100 million** in 0 percent interest loans for PA projects through the newly created 2023/2024 Legislative Appropriations Program administered by FDEM. **The $100 million awarded to the County accounted for over 25 percent of the $350 million available for all jurisdictions impacted by Hurricanes Ian and Nicole.** Two years after Hurricane Ian, the Hagerty team has successfully closed out one of the County's debris projects and is currently in the process of reconciling and closing out the County's remaining obligated debris projects.

In addition to emergency response and FEMA PA recovery support, Hagerty developed and submitted to FDEM $247 million in HMGP subapplications with County departments, supported the County in the development of their Impact and Unmet Needs Assessment for incorporation in their CDBG-DR Action Plan to HUD for their $1 billion allocation, and managed Lee County's ResilientLee Recovery Task Force to develop the region's Long-term Recovery and Resiliency Plan. Similar to the support provided to Lee County, our services will be tailored to meet the comprehensive and evolving needs of the Village.

City of Panama City, Florida – Disaster Recovery Consulting and Grant Management

For six years, Hagerty has been a critical partner on the City of Panama City's Road to recovery from Hurricane Michael. The hurricane was the third-strongest hurricane to make landfall in the US, and the second strongest hurricane to hit the continental US. In six short hours, the Category 5 storm damaged and destroyed 98 percent of the City's infrastructure. More than 5.7 million cubic yards of debris covered City streets, costing the City $94.6 million to remove.

In December 2018, the City selected Hagerty for disaster recovery services. These services include the development, management, and reimbursement of federal and state grants including FEMA PA, Hazard Mitigation 404 and 406, CDBG-DR, FMA, Building Resilient Infrastructure and Communities (BRIC), Resilient Florida, and State Revolving Fund. In 2019, the City expanded their contract, asking Hagerty to provide experts in long-term recovery planning, economic development planning, unmet needs assessments, and housing recovery. **Today, with the help of Hagerty, the City has successfully secured nearly $350 million in disaster grant funding to rebuild a stronger and more resilient community.**

Hagerty's disaster recovery experts continue to be an instrumental part of assisting the City with disaster recovery. Since December 2018, Hagerty has led the City to achieve the following outcomes:

- Identifying and correcting nearly $10 million in errors and missing eligible work within the cost estimates produced by FEMA.
- Supporting the City to ensure the State of Florida covers the City's 12.5 percent cost share on all FEMA PA projects, saving the City nearly $20 million.
- Ensuring the reimbursement by FEMA of 98 percent of the City's debris removal cost.
- Structuring recovery programs such that FEMA and CDBG-DR are paying 100 percent of the $63.5 million requested by the City to make critical infrastructure more resilient.
- Supporting the City to achieve a maximum award under the FEMA Community Disaster Loan Program, which was forgiven in 2021 due to compliance with all loan requirements.
- Securing approximately $100 million in CDBG-DR funding to replace underground infrastructure and improve exterior business facades throughout five of the City's historic business districts.
- Supporting the City to become the single largest recipient of CDBG-DR home buyout funding, receiving $5 million to purchase more than a dozen repetitive flood homes.

City of Cape Coral, Florida – Preparedness and Hurricane Ian Support

Hagerty was selected by Cape Coral in 2021 to support needs associated with disaster administration. On September 26, 2022, the City of Cape Coral mobilized Hagerty consultants to the City's EOC to support Hurricane Ian response and recovery operations. Hagerty worked side by side with City staff as Hurricane Ian made landfall causing catastrophic damage throughout Cape Coral, to support the City with implementing cost recovery best practices and documenting costs in the FEMA and FDEM PA preferred format.

Immediately after the event, Hagerty quickly mobilized additional cost recovery SMEs and an Incident Management Team to provide additional recovery and response support to the City's EOC and internal departments. Over the last two years, cost recovery consultants have continued to support the City in the management of multiple grants such as FEMA PA, Federal Highway Administration Emergency Relief (FHWA-ER), and the development of seven subapplications under HMGP, and eleven applications under Lee County's CDBG-DR programs. **Of the eleven applications submitted to Lee County on behalf of the City, seven applications totaling $44.8 million were awarded CDBG-DR funding.**

Specifically, under the FEMA PA program, Hagerty has supported the City through the submission and obligation of four expedited funding projects, the completion of over 100 site inspections, project formulation,

including the development of 406 Hazard Mitigation Proposals, and submission of over 60 projects for FEMA processing, which has resulted in approximately **$69.2 million in obligated funding to date**. Hagerty is currently in the process of developing and submitting six applications under Hurricane Idalia HMGP.

CITY OF CAPE CORAL HURRICANE IAN RECOVERY	
Program	*Estimated Project Cost*
FEMA PA	$111.3M
FHWA-ER	$1M
HMGP	$40M
CDBG-DR	$44.8M
Total to Date	**$197.1M**

Additionally, in May 2023, the City requested Hagerty to develop the "Cape Coral CDBG-DR Programs and Projects Plan." Hagerty supported the City by completing a Hurricane Ian long-term infrastructure, housing, and mitigations needs analysis review and project identification in preparation for Lee County's Hurricane Ian CDBG-DR program. This effort helped the City identify their unmet needs and unfunded projects in advance of upcoming funding opportunities through the County. As a result, in February 2024, the City engaged Hagerty's Federal Funds Management Team, from the Recovery Division, to develop a comprehensive grant resilience strategy plan, which is a funding assessment to help the City identify a path forward to achieve its various recovery and resiliency goals.

The City has engaged Hagerty in providing F-ROC training to their staff in preparation for the Hurricane Season. The City will also be developing an F-ROC compliant comprehensive Disaster Cost Recovery Plan in the upcoming months.

City of Panama City Beach, Florida – Disaster Recovery Administrative Services

Since 2018, Panama City Beach and Hagerty have accomplished significant milestones on the City's journey to recovery. Following Hurricane Michael, Hagerty collaborated with Panama City Beach leadership to assess the City's damages and recovery priorities, and quickly identified local, state, and federal grant opportunities to fund multiple recovery projects. Hagerty's Bay County-based team has worked diligently with the City to secure **over $52.5 million in grant funding,** including eight HMGP and two CDBG-DR grants to support the City's recovery from Hurricane Michael. This success is a direct result of Hagerty's commitment to working with City staff to understand the unmet needs, recovery priorities, and unique profile of Panama City Beach. To develop these grants for submission, Hagerty has worked with City staff to understand the City's unmet needs, collecting information and documentation in order to develop project scopes of work, narratives, maps, and cost estimates that met all grant requirements for the application, and has guided the City through the application process from submission to state site inspection, award, and implementation. **One of these projects includes a $21.1 million grant – the largest CDBG-DR award under the Hurricane Michael General Infrastructure Repair Program – for the Front Beach Road Stormwater Offshore Outfall project.** Throughout the lifecycle of the City's CDBG-DR and HMGP projects, Hagerty has aligned the City's projects to maintain compliance and track project costs for all awarded grants.

References

Hagerty knows there is no better evidence of our capability to support the Village than the references offered by our current and previous clients. Hagerty offers the following references as examples of work that best align with the grant management needs of the Village. These references serve as a sample of our past performance. Should the Village require any additional information about our past performance, Hagerty will happily provide that additional information upon request.

CITY OF PANAMA CITY, FLORIDA

Client Name	City of Panama City, Florida
Point of Contact	Jared Jones, Assistant City Manager 850-872-3010 | jjones@panamacity.gov
Description of Services	Disaster recovery consulting and grant management services
Period of Performance	December 2018 to Present
Contract Value	$19,900,000

CITY OF CAPE CORAL, FLORIDA

Client Name	City of Cape Coral, Florida
Point of Contact	Alvin Henderson, Jr., Emergency Management Division Manager 239-242-3611 | ahenderson@capecoral.gov
Description of Services	Disaster recovery and preparedness consulting services
Period of Performance	December 2021 to Present
Contract Value	$5,610,823

CITY OF PANAMA CITY BEACH, FLORIDA

Client Name	City of Panama City Beach, Florida
Point of Contact	Kathryn Younce, E.I., CFM, Assistant Public Works Director 850-233-5100 Ext. 2407 | kathy.younce@pcbfl.gov
Description of Services	Disaster recovery administrative services
Period of Performance	December 2018 to Present
Contract Value	$1,965,040

Conflict of Interest Disclosure

Hagerty does not have any government or private clients that may create potential conflicts of interest with the Village.

Tab 3 – Staff Qualifications and Experience

Please see following pages.

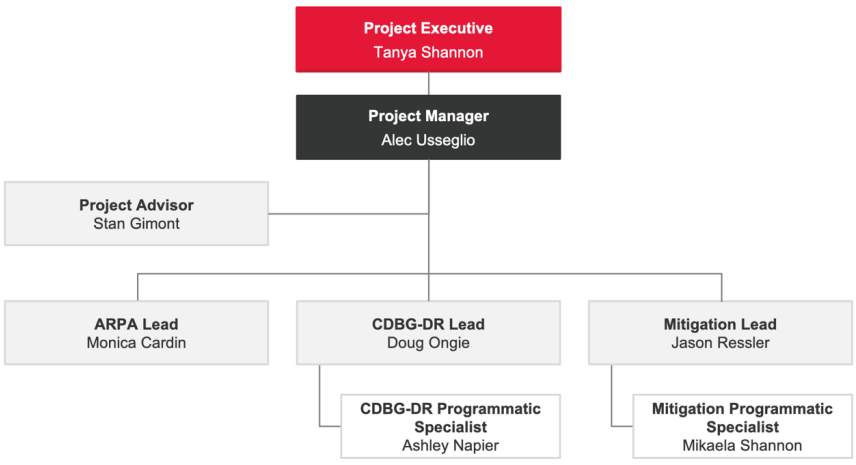
Team Organizational Chart

Hagerty specializes in providing solutions for our clients' most complex and unique problems by analyzing existing policy, identifying options, and assisting to execute solutions. Structurally, Hagerty combines the capabilities of our internal Divisions – Preparedness, Response, Recovery, and Mitigation – to support our clients, including traditional emergency management staff augmentation in the emergency operations center, strategic advisory support through response/recovery task forces, mitigation application development and grant management, and overall cost recovery. **We call this the One Hagerty approach,** and it is a core philosophy that informs and drives how we support our clients. The Hagerty Project Management Team, led by **Project Manager, Alec Usseglio**, will collaborate with the Village to ensure the identification of cross-cutting issues, actions, needs, and innovation for grants management that are both requisite at the national as well as the locally disaster-specific developed program level.

Hagerty has built our team to **(1)** provide dedicated grant management support to the Village; **(2)** ensure the Village has subject matter expertise and collaborative policy making through our relationships with Lee County, FDEM, FEMA, the Florida Department of Commerce (FloridaCommerce), and HUD; and **(3)** tailored subject matter expertise based on the specific conditions experienced in the Village and Lee County. Our team includes experts in municipal finance who are also experts in disaster recovery programs, allowing them to rapidly assess and make recommendations to improve the Village's cash flow, including exploring Expedited Projects and federal programs, such as the Community Disaster Loan Program to advance the Village's recovery and provide cash flow to enable activities to continue as the tax base is rebuilt. This team also includes the nation's leading SMEs in disaster housing who are actively collaborating with the Village, FDEM, FEMA, FloridaCommerce, and HUD to address the immediate issues resulting from Hurricane Ian and other disaster events.

Our proposed team to support the Village is detailed below:

Proposed Hagerty Project Team



Key Personnel

Hagerty has all the necessary qualifications to support this important effort, including a depth of knowledge in federal and state grant programs, a team with leadership based in Florida, and experience working with the Village and broader Lee County. The following biographies demonstrate the qualifications and experience of our proposed staff members. **Comprehensive resumes for each staff member listed have been included as an attachment to this section.**

TANYA SHANNON, PROJECT EXECUTIVE

Tanya Shannon, is an emergency management professional with 16 years of experience, **based out of Panama City, Florida.** Ms. Shannon serves as the project executive for local jurisdictions throughout the State of Florida and other areas overseeing Hagerty operations providing comprehensive recovery from multiple natural disasters and COVID-19. Since joining Hagerty in early 2019, **the Hagerty teams within Florida alone under Ms. Shannon's leadership have secured and managed over $2 billion from over a dozen different disaster related grant programs.**

Prior to joining Hagerty within her role within FEMA PA headquarters senior leadership, Ms. Shannon was responsible for the mobilization of PA staff for new disasters and the development and delivery of PA training curriculum (in classroom and online Emergency Management Institute independent studies) for FEMA staff as well as states, local, tribal, and territory governments. In 2017, in response to the unprecedented number of catastrophic disasters simultaneously occurring (Hurricanes Harvey, Irma, and Maria; California fires; northwestern and northeastern states flooding), Ms. Shannon developed the strategy and directed the implementation to mobilize over 1,700 FEMA PA staff and FEMA contractors to respond to these disasters; train and provide continued technical assistance to states first experiencing the New PA Model; and stood up the FEMA Grants Portal Hotline. Throughout her time at FEMA, she supported the setup of PA operations on 116 declared disasters nationwide from coordinating training and strategic planning support for FEMA and state/territory field leadership.

Prior to FEMA, Ms. Shannon taught emergency management courses at Florida State University where she also supported FDEM and other local jurisdictions with training and exercises. In 2016, Ms. Shannon led the design of FDEM's first recovery focused statewide hurricane exercise introducing the concept of FEMA's new Recovery Support Functions consisting of a functional exercise for state employees and two tabletop exercises for local governments throughout the State.

ALEC USSEGLIO, PROJECT MANAGER

Alec Usseglio is a project manager, housing operations expert, and emergency management professional with skills in assessment and operational deployment, and five years of hands-on experience with CDBG-DR funding implementation. Mr. Usseglio serves as the project manager for disaster-impacted local jurisdictions in Bay County and southwest Florida overseeing CDBG-DR, FEMA PA, HMGP, and Hurricane Housing Recovery Program operations with total funding in excess of $350 million. Prior to joining Hagerty, his work for the City of Coral Springs, Florida, yielded the successful implementation of CDBG, HOME

Investment Partnerships Program, and State Housing Initiatives Partnership Program housing funding, as well as coordinated emergency planning to respond to Hurricanes Irma and Michael for the residents of southeastern and northwestern Florida. With Hagerty, he has been deployed throughout Florida to address emergency response, recovery, and housing needs brought on by the COVID-19 emergency and concurrent emergencies. He brings experience streamlining the financial impact and assessment of projects from his work at the City of Coral Springs, the Florida Department of Economic Opportunity, and in his current roles with Hagerty. Mr. Usseglio holds a Bachelor of Science in International Affairs from Florida State University; a Master of Public Administration from Pennsylvania State University; **and lives in Tallahassee, Florida.**

STAN GIMONT, PROJECT ADVISOR

Stan Gimont has been at the center of HUD's CDBG and has unparalleled knowledge of federal finance management. After beginning his career as a Presidential Management Intern at HUD, Mr. Gimont dedicated his career to HUD and the CDBG program. During his time at HUD, Mr. Gimont served as the Deputy Director of several HUD programs, including the Section 108 Grant Program, the Entitlement Communities Program, CBDG-DR, and the Neighborhood Stabilization Program. In addition, Mr. Gimont edited every CBDG Federal Register Notice from 2008 to 2019 and was instrumental in HUD policy development. As the Deputy Assistant Secretary for Grant Programs, Mr. Gimont also oversaw a staff of 140 staff members, $4 billion in annual appropriations, and $90 billion in supplemental appropriations following disasters. Since joining Hagerty, Mr. Gimont has provided subject matter expertise and project oversight for clients seeking assistance in managing and administering ARPA, ERAP, CBDG-DR, and CDBG-MIT funds.

DOUG ONGIE, CDBG-DR LEAD

Doug Ongie is an emergency management professional with 12 years of expertise in environmental planning and disaster recovery. He is deeply experienced in both CDBG-DR and urban and environmental planning. Mr. Ongie began his career with the City of Iowa City, where he administered a $15.2 million CDBG-DR grant for the acquisition of 54 residential properties damaged after the 2008 floods, a $2 million CDBG grant for flood-impacted businesses offering rental assistance and loan interest supplements, a CDBG-DR grant for down payment assistance on 141 new homes through the Single-Family New Construction Program, and public service and public facility projects through the City's annual CDBG allocation. He also administered a $2.4 million State Jumpstart disaster grant assistance programs for flood survivors offering repair assistance, interim mortgage assistance, and down payment assistance. Since then, he has gone on to consult for Richland County, South Carolina where he prepared environmental reviews to ensure compliance with the *National Environmental Policy Act* for a $23.5 million CDBG-DR grant and supported the development of applications totaling over $11 million in the Round 1 CDBG-DR allocation for Boulder County. Mr. Ongie provides expertise on CDBG-DR and environmental issues to Hagerty's clients that include Lee County, Florida, and the Puerto Rico Department of Housing.

ASHLEY NAPIER, CDBG-DR PROGRAMMATIC SUPPORT

Ashley Napier is a disaster recovery professional with nearly four years of expertise in programming and implementation under the FEMA HMGP and HUD CDBG-DR programs. Ms. Napier has experience supporting

disaster recovery operations post-hurricane for the State of Florida and has previously led programs across the Commonwealth of Kentucky related to Health and Human Services. She was instrumental in program implementation and technical assistance support for multiple CDBG-DR programs throughout concurrent emergency events, such as Hurricanes Irma, Michael, and Ian. **Ms. Napier lives in Tallahassee, Florida.**

JASON RESSLER, MITIGATION LEAD

Jason Ressler is a Professional Engineer with 10 years in the field of emergency response and expert knowledge in water resources, municipal utilities, and floodplain management. He served as a lead reviewer of benefit-cost analyses (BCAs) for FEMA for the Super Storm Sandy Disaster and participated in the FEMA Pre-Disaster Mitigation National Technical Review over multiple years. Since joining Hagerty in 2019, he has assisted in post-disaster mitigation work for a variety of public and private contracts, serving in leadership roles to deliver funding and planning for present and future resilience projects regarding flood risk reduction, infrastructure hardening, and asset protection. He understands FEMA programs under Sections 406 and 404 of the Stafford Act, the HUD CDBG-DR program, and has applied his experience to many successful projects. Mr. Ressler is a Certified Floodplain Manager through the Association of State Floodplain Managers, is a licensed Professional Engineer in the State of Florida and has served as a water resource engineer on several complex projects. **Mr. Ressler lives in Panama City, Florida.**

MIKAELA SHANNON, MITIGATION PROGRAMMATIC SUPPORT

Mikaela Shannon has four years of experience with disaster recovery and mitigation with Hagerty at both state and local jurisdiction level, primarily focused on the FEMA HMA Programs: HMGP, BRIC, and FMA. Ms. Shannon combines her technical background in engineering and knowledge to perform BCAs and develop detailed breakdowns of cost estimates and scopes of work, including the development of supporting documentation such as mapping using ArcGIS Pro. Ms. Shannon has extensive experience using ArcGIS spatial analysis and geoprocessing tools to develop analyses in support of subapplications and BCAs. She also creates visual elements to meet programmatic and competitiveness requirements and bolster subapplications.

Overall, Ms. Shannon has supported the subapplication development of over $510 million of HMA projects and over $200 million of CDBG projects for local jurisdictions within Florida, Alabama, Maryland, and Texas (FEMA Regions III, IV, and VI) and supported the seismic management team of over $1.6 billion of HMA projects for the State of California (FEMA Region IX). Most recently, Ms. Shannon in her position as Deputy Mitigation Lead for Lee County and the City of Cape Coral, in Florida, has led the mitigation efforts for the HMGP and PA Hazard Mitigation. These efforts included managing and providing technical assistance on 22 subapplications representing roughly $323 million of flood reduction, wind retrofits, home elevations, generators, safe rooms, codes plus, lift station hardening, and a redundant pipeline, and developing three subapplications and five BCAs.

MONICA CARDIN, ARPA LEAD

Monica Cardin is a public administrator with over 13 years of experience leading in planning, zoning, administration, and regulatory compliance matters for the City of Del City, Oklahoma. She is a Certified Floodplain Manager with extensive experience in municipal operations, code compliance, and disaster response. Ms. Cardin is also an expert on floodplain regulations, stormwater management regulations and compliance, code enforcement, disaster response, and recovery. She has led disaster assessments in mobile home communities after signification flooding events as well as in neighborhoods throughout the State of Oklahoma. She is a frequent presenter at national and state conferences. Ms. Cardin joined Hagerty in 2021 to support recovery and investment projects stemming from the passage of ARPA. She presently supports Fort Bend County, Texas, as the project manager for the County's ARPA State and Local Fiscal Recovery Fund (SLFRF) non-profit assistance program with program administration, monitoring and compliance, and program closeout. Additionally, she leads the County's payroll validation project which aims to validate all expenses under ARPA SLFRF eligibility and the creation of a grant payroll compliance document for future grants. She also presently supports the State of Arkansas as the project ARPA Lead for the State's ARPA efforts, including determining eligibility, program administration, reporting and project design, as well as Dallas County, Texas' ARPA SLFRF non-profit program.

Tanya Shannon

Project Executive

HAGERTY

Education

- Master of Public Administration, Florida State University, 2013
- Graduate Certification in Emergency Management and Homeland Security, Florida State University, 2013
- Bachelor of Arts in International Relations and Religious Studies, University of California, Davis, 2010

Relevant Highlights

- Over 12 years of experience supporting emergency management projects
- Coordinated the cost recovery strategy for a large metropolitan local jurisdiction for COVID-19 totaling over $1.3 billion of FEMA and *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) funding
- Oversaw the $1.2 billion recovery for 14 local jurisdictions for Hurricane Michael
- Developed strategy to train over 2,600 PA, Mitigation, and EHP assets including FEMA staff and US Army Corps of Engineers (USACE) for Hurricanes Florence, Michael, Harvey, and Irma in coordination with senior leadership from PA cadre management and field leadership

Professional Biography

Ms. Tanya Shannon is an emergency management professional with 12 years of experience. Ms. Shannon serves as the project manager for local jurisdictions throughout the State of Florida (FL) and other areas overseeing recoveries from natural disasters and Novel Coronavirus (COVID-19). With expertise in the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program, she has improved the process of and trained professionals in the Section 428 Public Assistance Alternative Procedures (PAAP) Program and Delivery Model throughout the United States (US). Specifically, Ms. Shannon developed curriculum and a training strategy for 1,200 PA, mitigation, and Environmental and Historic Preservation (EHP) staff on Section 428 to support Puerto Rico's recovery from Hurricane Maria, and 1,800 FEMA responders for Hurricanes Harvey and Irma. She supported the setup of PA operations on 116 declared disasters nationwide from 2016 to 2018 coordinating training and strategic planning support for FEMA and state/territory field leadership. She managed a team of over 70 PA instructors imbedded in field operations providing training and technical assistance to FEMA, recipient, and sub-recipient assets.

In addition to her PA training expertise, she is skilled in immigration services project management. Ms. Shannon served as the Director of both the Survivors of Human Trafficking and Immigration Legal Services Programs for the US Department of Health and Human Services (DHHS)-funded Opening Doors Inc. (ODI), where she developed the Emergency Operations Plan (EOP), conducted needs assessments, designed individual action plans, and represented clients before the Department of Homeland Security (DHS) and US Citizenship and Immigration Services (USCIS).

Relevant Professional Experience

Project Executive | Palm Beach County, Florida Materials, Training, and Disaster Assessment | Hagerty Consulting, Inc.

- Managed and oversaw the planning and implementation of programming in support of Palm Beach County's planning for a series of disaster events

Project Manager | Florida Division of Emergency Management, COVID-19 Recovery | Hagerty Consulting, Inc.

- Provided FEMA PA COVID-19 and CARES Act policy subject matter expertise to multiple jurisdictions.

Tanya Shannon

Project Executive

HAGERTY

Project Manager | Hurricane Michael Recovery Florida Division of Emergency Management | Hagerty Consulting, Inc.

- Oversaw the recovery of 14 local jurisdictions in their recovery from Hurricane Michael working with clients to develop their wholistic recovery strategy, layering funding opportunities from FEMA PA, Community Disaster Block Grant – Disaster Recovery (CDBG-DR), FEMA Hazard Mitigation Grant Program (HMGP), and other client specific funding sources to address mental health issues caused by the disaster and addressing the long-term housing issues.

Project Manager | Miami-Dade County COVID-19 Recovery | Hagerty Consulting, Inc.

- Developed the cost recovery strategy for the County in their financial recovery from COVID-19. This included an analysis of the 19 different grants the client was receiving from federal sources, working with the 20+ department heads to identify the best use of funds in line with leadership priorities, and designing then implementing programs to distribute Coronavirus Relief Funds (CRF) to the public for eligible uses.
- Oversaw the distribution of $100 million of CRF funding to municipalities within the client's jurisdiction to reimburse eligible expenses and coordinating the distribution of $25 million of CRF to cover overdue rent for targeted populations.

Public Assistance Training Section Chief | FEMA

- Oversaw the recruitment and hiring of 33 full time staff and 40 contract instructors.
- Supervised the development and implementation of a strategy to increase section to 57 individuals.
- Developed strategy to train over 800 PA, Mitigation, and EHP assets including FEMA staff and Rehired Annuitant Organization (RAO) USACE for Hurricanes Florence and Michael in coordination with senior leadership from Workforce Development Division (WDD), Center for Domestic Preparedness, cadre management, and field leadership.
- Developed curriculum and training strategy for Puerto Rico's Hurricane Maria recovery for 1,200 staff on the Section 428 PAAP policy, *Bipartisan Budget Act* authorities, and sector-based approach.
- Developed training strategy and budget for the implementation of the *Disaster Recovery Reform Act* (DRRA) stipulations and authorities.
- Served on a temporary assignment as acting PA cadre coordinator, overseeing the management and deployment of the 1,900 PA cadre for all newly declared disasters and Hurricanes Harvey, Irma, and Maria within this period. In addition, oversaw the kickoff of the hiring initiative within the reservist cadre and local hires to compensate for significant staffing shortages.

Public Assistance Training Team Lead | FEMA

- Developed strategy to train more than 2,000 PA assets including FEMA staff, Technical Assistance Contract, and RAO USACE for Hurricanes Harvey, Irma, and Maria in coordination with senior leadership from WDD, EMI, cadre Management, and field leadership; Supervised a remote team of over 45 instructors dedicated to the training mission requirements set by PA field leadership, and Consolidated Resource Centers (CRCs).
- Developed mechanism to report assessments of individuals reporting to the Joint Field Offices (JFOs) to ensure field leadership has visibility on the skills of staff reporting.
- Coordinated with Missouri, Texas, Florida, Georgia, South Carolina, and Louisiana field leadership to provide on-the-ground training support for new PA Model disasters.
- Served as Key Speaker at 2017 PA Workshop training 50+ states and territories on the new PA Delivery Model.

Tanya Shannon

Project Executive

HAGERTY

- Managed and led a team of 14 remote instructors to deliver FEMA Qualification System (FQS) PA Training, new PA Model mentoring support, and Grants Manager/Grants Portal subject matter expert (SME) support nationwide.
- Managed the design and regular updating of the PA's seven 508 compliant FQS new Model courses.
- Developed the strategy and managed the implementation of the "New PA for Recipients and Applicants" course, coordinating with regions and states to enact a force multiplying strategy to train State, Local, Tribal, and Territorial (SLTT) clients on the new PA Model, Grants Portal, and best practices.
- Developed the strategy and managing of the development of 28 independent studies for the SLTT audience.
- Developed and managed the Grants Manager/Grants Portal hotline including the recruitment and training of hotline and budgetary requirements and recommendations for PA leadership in meeting blue sky and grey sky training requirements.
- Trained 1,400 individuals in 70 course offerings between October 2016 and June 2017.
- Managed the PA training operations at the Atlanta Reception, Staging, Onward Movement, and Integration for Hurricane Matthew, and at the Denton CRC managing a team of 12 individuals and training over 500 individuals in the PA new Delivery Model and old Delivery Model.
- Developed and implemented a training strategy to train regional staff on PA new Delivery Model incorporating Grants Manager and Grants Portal.

Assistant Reservist Program Manager | FEMA

- Identified reporting needs for PA cadre, developed methods to procure data via the Deployment Tracking System and other FEMA systems, developed tools to simply and effectively present information, and wrote a Standard Operating Procedure (SOP) manual.
- Managed data management system for the re-titling of more than 1,500 PA cadre personnel as part of the implementation of the new PA Delivery Model.
- Trained as Infrastructure Assets Group Supervisor in the National Response Coordination Center and acted in role during FEMA's 2016 Eagle Horizon Continuity of Operations (COOP) Exercise.

Program Coordinator | Center for Disaster Risk Policy at Florida State University

- Designed recovery portion of the 2015 Florida Statewide Hurricane Exercise Phase 3 Full-Scale Exercise (FSE) and Phase 4 Tabletop Exercise (TTX).
- Collaborated with Florida Division of Emergency Management's (FDEM's) Bureau of Recovery, FEMA, and Emergency Support Functions (ESFs) with recovery responsibilities and facilitated delivery of federal disaster programs.
- Researched and analyzed pre and post disaster recovery planning best practices, presented these findings to the exercise design team, and incorporated findings into functional and TTX injects.
- Provided technical assistance to support exercise personnel in methods to conduct Initial Damage Assessment (IDA) numbers analysis.
- Prioritized joint Preliminary Damage Assessment (PDA) efforts, better met the needs of the exercise scenario, and identified training requirements prior to the exercise.
- Designed, wrote, and facilitated functional exercise and TTX from information collected from exercise design team to meet goals set by ESFs, agencies, and 67 county jurisdictions.

- Introduced use of the online system, Go-To-Training, to facilitate the Phase 4 TTX to engage participating counties more effectively with over 20 state, federal, and non-governmental agencies.
- Managed the Simulation Cell including, recruitment, coordination, and training of volunteers. The TTX focused on the integration of Recovery Support Functions (RSFs) into state operations and planning, and exercising and/or developing post-disaster redevelopment plans at the county level.
- Developed classroom curriculum and taught a graduate-level course on emergency management exercise design, leadership and communication, hurricane policies, and business continuity plans.
- Coordinated with the FDEM's Bureau of Preparedness to offer the Advanced Professional Series (APS) courses, leading to the highest number of APS certification awarded in Florida history.
- Served as unmanned aircraft liaison officer during grey skies activation. Coordinated with air operations and state small, unmanned aircraft systems assets to improve post-disaster situational awareness.

Research Intern | Government of India, Indian Institute of Public Administration | New Delhi, India

- Conducted comparative study on disaster management systems at the national, state, and local level between the US and India.
- Analyzed and drafted recommendations on proposed disaster management legislation the Jammu and Kashmir policy changes to improve mitigation and response effectiveness for isolated populations.
- Drafted a proposal for the Ministry of External Affairs for the creation of the Centre of International Capacity Development.

Director, Survivors of Human Trafficking Program / Director, Immigration Legal Services Program | Opening Doors, Inc.

- Provided direct case management services to 111 survivors of human trafficking.
- Provided direction and guidance to law enforcement officials and victim advocates for post-human trafficking rescue cases. Conducted needs assessments and developed individual action plans for an average caseload of 18 individuals. Coordinated activities and services of 19 local organizations for each case, including the Federal Bureau of Investigations (FBI) and DHS.
- Collaborated in the development and completion of the EOP with four agencies and the FBI for multiple case human trafficking incidents. Wrote and trained staff and volunteers on SOPs for different human trafficking incident responses.
- Managed northeastern California's human trafficking emergency phone hotline.
- Developed and maintained COOP for agency.
- Advocated for and developed policy for the standardized processing of human trafficking victims' federal benefits at the state and county government level.
- Provided consultations and rendered immigration legal services for immigrant victims of crime and family reunifications.
- Represented clients before the DHS, USCIS.
- Developed program infrastructure, including creating protocols for interns from McGeorge School of Law and University of California, Davis School of Law; intern training; developing and implementing guidelines for caseloads and supervision of staff and volunteers; crafting a fee and payment schedule for services; and fashioning a subsidized funding agreement with Mexican Consulate for Mexican victims of crime.

Tanya Shannon

Project Executive

HAGERTY

Employment History

Hagerty Consulting, Inc., Recovery Senior Managing Associate, Deputy Director – Recovery Division, 2018 to Present

FEMA, Public Assistance Training Section Chief, 2018

FEMA, Public Assistance Training Team Lead, 2016 to 2018

FEMA, Assistant Reservist Program Manager, 2016

Center for Disaster Risk Policy at Florida State University, Program Coordinator, 2013 to 2015

Government of India – Indian Institute of Public Administration, Research Intern, 2013

Opening Doors, Inc., Director, Survivors of Human Trafficking Program. 2008 to 2012

Opening Doors, Inc., Director, Immigration Legal Services Program, 2010 to 2012

Opening Doors, Inc., Intern Coordinator, 2008

Alec Usseglio, MPA, FCCM

Project Manager

HAGERTY

Education

- Master of Public Administration, Pennsylvania State University at Harrisburg, 2019
- Bachelor of Science, International Affairs, Florida State University, 2015

Training and Certifications

- Florida Certified Contract Manager (FCCM)
- Advanced Professional Series and Professional Development Series, Federal Emergency Management Administration Emergency Management Institute,
- American College of Surgeons Committee on Trauma: Bleeding Control Basic 1.0

Relevant Highlights

- Bay County received the *Model for Outstanding Disaster Recovery Assistance* award from the Florida Housing Coalition for its HHRP disaster recovery housing programs.
- Secured approximately $25 million for Panama City and approximately $23 million in CDBG-DR funding for Panama City Beach.
- Coordinated the City of Coral Springs Home Rehabilitation Program; developed the City's CDBG Annual Action Plan, Local Housing Assistance Plan, and Program Guidelines.

Professional Biography

Mr. Alec Usseglio is a housing operations expert with skills in assessment and operational deployment, and six years of hands-on experience with Community Development Block Grant Disaster Recovery (CDBG-DR) funding implementation. Mr. Usseglio serves as the Project Manager for disaster-impacted local jurisdictions in Bay County and southwest Florida overseeing CDBG-DR, Federal Emergency Management Agency (FEMA) Public Assistance (PA), Hazard Mitigation Grant Program (HMGP), and Hurricane Housing Recovery Program (HHRP) operations with total funding in excess of $350 million. Prior to joining Hagerty Consulting Inc. (Hagerty), his work for the City of Coral Springs, Florida yielded the successful implementation of CDBG, HOME Investment Partnerships Program, and State Housing Initiatives Partnership (SHIP) Program infrastructure and housing funding, as well as coordinated emergency planning to respond to Hurricanes Irma and Michael for the residents of southeastern Florida. With Hagerty, he has been deployed throughout Florida to address housing needs brought on by the ongoing Novel Coronavirus (COVID-19) emergency and concurrent emergencies. He brings experience streamlining the financial impact and assessment of projects from his work at the City of Coral Springs and in his role in the Florida Department of Economic Opportunity (DEO).

Relevant Professional Experience

Community Development Block Grant Disaster Recovery Lead | City of Cape Coral, Florida, Hurricane Ian Disaster Management and Administrative Services | Hagerty Consulting, Inc.

- Provides lead oversight, implementation support, and technical assistance for the City's CDBG-DR projects.
- Led the development of six grant applications totaling $140 million for the City to pursue CDBG-DR funding through Lee County's Public Facilities and Critical Infrastructure Notices of Funding Availability (NOFAs).
- Led the development of five grant applications and secured approximately $4.1 million for the City in CDBG-DR funding through Lee County's Recovery and Resiliency Planning Program NOFA.
- Prepares and manages project budgets, long-term staffing plans, and task orders for the operation.

Alec Usseglio, MPA, FCCM

Project Manager

HAGERTY

Project Manager | Lee County, Florida, Hurricane Ian Response and Recovery | Hagerty Consulting, Inc.

- Provides lead oversight, implementation support, and technical assistance for Lee County's FEMA PA, CDBG-DR, HMGP, and Federal Transit Administration-Emergency Relief (FTA-ER) programs.
- Led the development of Lee County's Hurricane Ian Impact and Unmet Needs Assessment for incorporation in the CDBG-DR Action Plan.
- Approximately $191 million in obligated PA projects within 18 months following Hurricane Ian.
- Oversees a team of over 50 mobilized personnel across PA, CDBG-DR, HMGP, and FTA-ER.
- Prepares and manages budgets, long-term staffing plans, and task orders for the Lee County Recovery operation.

Project Manager | Village of Estero, Florida, Hurricane Ian Disaster and Grant Management Services | Hagerty Consulting, Inc.

- Provides lead oversight, implementation support, and technical assistance for the Village of Estero's CDBG-DR and HMGP Programs.
- Led the development of five grant applications totaling $60 million for the Village to pursue CDBG-DR funding through Lee County's Public Facilities and Critical Infrastructure NOFAs.
- Developed two grant applications and secured $950,000 for the Village to in CDBG-DR funding through Lee County's Recovery & Resiliency Planning Program NOFA.
- Prepares and manages project budgets, long-term staffing plans, and task orders for the operation.

Deputy Project Manager | Florida Division of Emergency Management, Hurricane Ian State Emergency Operations Center Response Support | Hagerty Consulting, Inc.

- Oversaw a team of 61 personnel assigned to the Human Services and Infrastructure Branches at the State Emergency Operations Center.
- Provided operations, planning, and staff augmentation support to FDEM in response to Hurricane Ian.
- Shelter Team Lead responsible for coordinating with state of Florida search and rescue teams to identify survivor collection points and to ensure state and local shelters were sufficiently staffed and equipped with complete wrap-around services.
- Conducted data analyses of state, non-profit, and private sector feeding missions for Governor reporting.
- Prepared and managed project budgets, staffing plans, and task orders for the operation.

Project Manager | City of Panama City Beach, Florida, Disaster Recovery Administrative Services | Hagerty Consulting, Inc.

- Provides lead oversight and implementation support of funded CDBG-DR subrecipient activities for the City specific to Hurricane Michael.
- CDBG-DR Lead providing implementation and compliance support for the City's CDBG-DR Infrastructure and Hometown Revitalization projects by interpreting and implementing regulations or policy guidance and providing advice and guidance pertaining to the interpretation of policies, rules, and regulatory provisions.
- Monitors and evaluates the City for state and federal compliance by planning, scheduling, conducting on-site interviews, analyzing information, coordinating group activities, and recommending subsequent actions.

Alec Usseglio, MPA, FCCM

Project Manager

HAGERTY

- Recommends and develops program policies and procedures for CDBG-DR and HMGP at the local level of government, including, but not limited to, CDBG-DR program implementation, procurement, financial management, duplication of benefits (DOB), quality assurance/quality control, and the Department of Housing and Urban Development (HUD)/*National Environmental Policy Act* Environmental Review.
- Developed two grant applications for the City to pursue CDBG-DR funding through the Rebuild Florida General Infrastructure Program, and one additional grant application through the Rebuild Florida Hometown Revitalization Program.
- Secured approximately $23 million in Hurricane Michael CDBG-DR funding for the City.
- Ensures federal compliance via the oversight of the City's financial management, procurement, and construction processes including, but not limited to, Davis Bacon and Labor Standards (DBLS), Section 3, 2 Code of Federal Regulations (CFR) 200.317-200.327, and 2 CFR 200.300-200.346.

Project Manager | Bay County, Florida, Housing Support | Hagerty Consulting, Inc.

- Assessed the existing infrastructure to provide housing recommendations and strategic improvements in program management, financial management, and audit-readiness.
- Serves as the Project Manager for the development of Bay County's Hurricane Michael SHIP and HHRP Programs totaling $36 million.
- Model for Outstanding Disaster Recovery Assistance award recipient from the Florida Housing Coalition.
- Developed Bay County's SHIP/HHRP Housing Program and Case Management policies and procedures and program guidelines.
- Provides lead support to Bay County with revising and amending Bay County's SHIP Local Housing Assistance Plan (LHAP).
- Managed a team of six case managers assisting Bay County with housing case management support.
- 256 applicants approved for SHIP and HHRP Purchase Assistance, Rental Assistance, and Foreclosure Prevention totaling over $20 million.

Emergency Manager | State of Nebraska Department of Economic Development, Community Development Block Grant Disaster Recovery Support | Hagerty Consulting, Inc.

- Provided programmatic development support to the Nebraska Department of Economic Development for the implementation of its Housing and Infrastructure CDBG-DR programs.
- Recommended and developed program policies and procedures for CDBG-DR at the Grantee/state level of government, including, but not limited to, procurement, financial management, DOB, Section 3, and DBLS.

Senior Emergency Manager | Florida Division of Emergency Management, COVID-19 Response | Hagerty Consulting, Inc.

- Provided operations and planning support to FDEM during COVID-19 response operations.
- Served as the COVID-19 Testing and Lab Processing Invoice Team Lead for the FDEM, including vendor coordination to detail submission requirements and reviewing submitted invoices for eligibility, complete documentation, and accuracy.

Alec Usseglio, MPA, FCCM

Project Manager

HAGERTY

- Conducted analyses of FDEM's COVID-19 invoice submission requirements and workflow to streamline the process for ease and efficiency.
- Served on the Recovery - Invoice Quality Assurance and Quality Control team for FDEM to ensure all COVID-19 response costs are eligible for reimbursement under the approved Project Worksheet.
- Mobile Vaccination Mission Coordinator responsible for scheduling mobile vaccination missions for the State of Florida.

Senior Mitigation Grant Manager | Montgomery County, Texas, Pre- and Post-Disaster Support | Hagerty Consulting, Inc.

- Developed two applications for Montgomery County, Texas to pursue CDBG-MIT funding through the Texas General Land Office.

Housing Operations Lead | Florida Department of Economic Opportunity Office of Disaster Recovery

- Grantee allocated $615 million in CDBG-DR funding for Hurricanes Irma and Michael victims via the Single- and Multi-family Housing Repair and Replacement Programs (HRRP).
- Developed the HRRP Guidelines containing Programmatic policies and procedures in accordance with HUD Federal Register Notices governing CDBG-DR funding for Hurricanes Irma and Michael.
- Utilized programmatic data to review the workflow of the HRRP from the application phase to closeout to make streamlined process revisions for a quicker recovery for individuals/families impacted by Hurricane Irma.
- Supervised a team of eight Grant Managers responsible for HRRP Eligibility Reviews including Verification of Benefits and DOB checks, per HUD and Program policy.
- Coordinated HRRP outreach and trainings for Disaster Case Managers, Voluntary Organizations Active in Disaster, etc. assisting Hurricanes Irma and Michael victims.
- Interpreted and implemented regulations or policy guidance and providing advice and guidance pertaining to the interpretation of policies, rules, and regulatory provisions.
- Monitored and evaluated the vendors for state and Federal compliance by planning, scheduling, conducting on-site interviews, analyzing information, coordinating group activities, and recommending subsequent actions.
- Assisted in the development of the State of Florida's Hurricanes Michael CDBG-DR Action Plan.

Assistant Planner/Housing Specialist | City of Coral Springs

- Coordinated the City's Home Rehabilitation Program procedures, application process, and project completion resulting in 67 completed projects.
- Operated the City's AS400 accounting system for data collection, statistical analysis, creating purchase orders, receiving on invoices, and grant-based accounting.
- Performed on-site and remote monitoring reviews of the City's consultant for the House Rehabilitation Program.
- Utilized federal (CDBG and HOME) and state (SHIP and Residential Construction Mitigation Program) funding for Community Development and the revitalization of the City's neighborhoods.
- Developed the City's CDBG Action Plan and LHAP.
- Coordinated the City's Commercial Façade Program awarding local business owners with a matching grant for façade renovations.

Alec Usseglio, MPA, FCCM

Project Manager

HAGERTY

- Reviewed work specifications to ensure projects are in accordance with program budget.
- Reviewed solicitations and amendments for adequacy and completeness.
- Operated HUD's IDIS system to track CDBG and HOME program activities.
- Reviewed and approves work specifications, recapture documents, change orders, and invoices.
- Coordinated the City's participation in the Local Update of Census Addresses Operation for the 2020 census.
- Served as Resource Unit leader during Emergency Operations Center (EOC) activations.

Residential Construction Mitigation Program – Grant Manager | Florida Division of Emergency Management

- Responsible for $1.5 million in state-funded Sub-Recipient grant agreements over fiscal years 14 to16 between the State of Florida and local municipalities.
- Conducted programmatic monitoring through document review, financial records, and written policies and procedures.
- Developed and researched policies oriented in state statutory guidelines for systemic implementation.
- Coordinated presentations and conducted on-site visits on recipient projects to ensure program outcomes and trajectories were maintained through the course of the fiscal year.
- Monitored recipient performance for compliance with terms and conditions of the award.
- Served in the logistics branch during EOC activities.

Employment History

Hagerty Consulting, Inc., Manager, Recovery Division, 2020 to Present

Florida Department of Economic Opportunity, Office of Disaster Recovery (Rebuild Florida), Housing Operations Lead, 2019 to 2020

City of Coral Springs, Assistant Planner/Housing Specialist, 2016 to 2019

Florida Division of Emergency Management, Grant Manager, 2015 to 2016

Stan Gimont

Project Advisor

HAGERTY

Education

- Senior Managers in Government Program, Harvard Kennedy School of Government, 2012
- Master of Science, Real Estate, Johns Hopkins University, 1997
- Master of Public Administration, George Washington University, 1987
- Bachelor of Arts, George Washington University, 1983

Training and Certifications

- Certified Economic Development Professional, National Development Council, 1991

Relevant Highlights

- Extensive experience working with HUD including 17 years managing disaster recovery and community development programs
- 11 years as career member of US Government Senior Executive Service
- Recipient of the Presidential Rank Award (Meritorious Level)
- Project responsibilities have included managing teams of more than 140 staff and more than $90 billion of supplemental appropriations after disasters
- Directly involved in setting policy for CDBG Program

Professional Biography

For 32 years, Mr. Stan Gimont was at the center of the United States (US) Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. After beginning his career as a Presidential Management Intern, Mr. Gimont dedicated his federal career to HUD and the CDBG Program. He served as Director or Deputy Director of several HUD programs, including the Section 108 Grant Program, the Entitlement Communities Program, CDBG – Disaster Recovery (CDBG-DR), and the Neighborhood Stabilization Program.

Mr. Gimont was at the center of policy development and change at HUD and edited every CDBG-DR Federal Register Notice between 2008 and 2019. Mr. Gimont is an experienced manager of personnel and funds. As Deputy Assistant Secretary at HUD, he was responsible for 140 staff members, $4 billion of annual appropriations, and $90 billion of supplemental appropriations following disasters.

Since joining Hagerty Consulting, Inc. (Hagerty) in late 2019, Mr. Gimont has been providing subject matter expertise and advisory support to clients seeking assistance in administering CDBG-DR and – Mitigation (CDBG-MIT) funding, as well as programs authorized and funded under the *Inflation Reduction Act*, the *Infrastructure and Investment Jobs Act* (IIJA), the *American Rescue Plan Act* (ARPA), and the *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act).

Relevant Professional Experience

Senior Advisor | Lee County, Florida, Hurricane Ian Recovery Task Force | Hagerty Consulting, Inc.

- Assists Task Force with long-term recovery planning efforts and provides strategic advice related to CDBG-DR and mitigation funding streams.
- Provides guidance on development of unmet and mitigation needs assessments in support of County's CDBG-DR Action Plan.

Lead Author | Community Development Block Grant – Disaster Recovery/Mitigation "Bootcamp" Manual, Council of State Community Development Agencies | Hagerty Consulting, Inc.

- Drafted and edited an over 300-page manual for the Council of State Community Development Agencies (COSCDA) to use in training state staff on CDBG-DR/MIT programs.

- Manual addresses CDBG-DR/MIT historical context, interaction with the Federal Emergency Management Agency (FEMA), eligible activities, national objectives, cross-cutting issues, action plan development, development of policies and procedures, and best practices.
- Also prepared "digital archive" of key documents and website to support program administration at state level.

Senior Advisor | Nassau County, New York Office of Emergency Management, American Rescue Plan Act Utilization and Implementation Management | Hagerty Consulting, Inc.

- Supports administration of a portion of the $385 million funding allocation made to the County from the Coronavirus Local Fiscal Recovery Fund under ARPA to provide Novel Coronavirus (COVID-19) relief.

Senior Advisor | Pennsylvania Department of Community and Economic Development, Community Development Block Grant - Disaster Recovery Funding | Hagerty Consulting, Inc.

- Advises the Department of Community and Economic Development (DCED) on preparation of the CDBG-DR Action Plan for recovery actions related to damage from flooding caused by remnants of Hurricane Ida.
- Provides strategic guidance on HUD requirements and policy issues.

Subject Matter Expert | Puerto Rico Department of Housing, Community Development Block Grant – Mitigation Program | Hagerty Consulting, Inc.

- Provides interpretive guidance on HUD requirements and expectations related to use of $8.2 billion of CDBG-MIT funding in support of broad scope of infrastructure and economic development programs.

Subject Matter Expert | Louisiana Office of Community Development – Disaster Recovery Unit, National Disaster Resilience Funding for Isle de Jean Charles Project | Hagerty Consulting, Inc.

- Assisted the Disaster Recovery Unit (DRU) in devising alternatives to expand and complete high profile National Disaster Resilience project to resettle Native American community from disappearing isle along Gulf Coast to safer inland site.

Project Executive | Montgomery County, Texas, Community Development Block Grant – Mitigation Application Development | Hagerty Consulting, Inc.

- Supported the preparation of six total CDBG-MIT applications for funding, including four drainage projects and two infrastructure projects.

Senior Subject Matter Expert | Nebraska Department of Economic Development, Community Development Block Grant – Disaster Recovery Action Plan and Implementation | Hagerty Consulting, Inc.

- Supported development of a CDBG-DR Action Plan for the State after the 2019 flooding, bomb cyclone, and straight-line winds.

Project Advisor | Texas General Land Office, Alternative Housing Study I Hagerty Consulting, Inc.

- Advised on efforts to gather, analyze, and evaluate data relating to alternative housing options to determine whether there are innovative, cost-effective, safe, and secure solutions for accommodating disaster survivors.

Stan Gimont

Project Advisor

HAGERTY

Regulatory Subject Matter Expert | California Department of Housing and Community Development, Community Development Block Grant – Disaster Recovery Grant Management Services | Hagerty Consulting, Inc.

- Performed grant management and other services relative to disaster recovery programs for the California Department of Housing and Community Development (HCD), which received CDBG-DR funds to implement programs to aid in the State's recovery from 2017 Wildfires, Debris Flows, and Mudslides.

Subject Matter Expert | Santa Rosa, California, Community Development Block Grant – Disaster Recovery | Hagerty Consulting, Inc.

- Hagerty coordinated a CDBG-DR Needs Assessment, Action Plan, Implementation and Reporting, and provided assistance with other State and federal grant opportunities associated with disaster recovery.

Deputy Assistant Secretary for Grant Programs | United States Department of Housing and Urban Development

- Was responsible for the CDBG-DR supplemental appropriations for long-term disaster recovery with a portfolio of more than 120 open grants and more than $90 billion of available funds.
- Edited all CDBG-DR Federal Register notices from 2008 to 2019 and directly supervised policy development.
- Represented HUD to outside stakeholders, including the Office of Management and Budget, House and Senate staff, and partner agencies such as FEMA, the Recovery Support Function Leadership Group, the Mitigation Federal Leadership Group, and the Federal Permitting Improvement Steering Council.
- Managed 140 professionals responsible for all facets of the CDBG program, the HOME Investment Partnerships Program, and HUD's environmental compliance efforts.
- Oversaw $4 billion of annual appropriations distributed to more than 1,300 jurisdictions nationwide.

Director/Deputy Director | Office of Block Grant Assistance | United States Department of Housing and Urban Development

- Managed all components of HUD's CDBG program including Entitlement Communities and State programs, the Section 108 loan guarantee program, CDBG-DR grants, and the Neighborhood Stabilization Program.
- Oversaw the National Disaster Resilience Competition conducted between 2014 to 2016. Coordinated within HUD, working with the Office of General Counsel, Chief Financial Officer, and Policy Development and Research to implement effective programs that deliver benefits to low- and moderate-income communities across the nation.

Director | Community Development Block Grant Entitlement Program | United States Department of Housing and Urban Development

- Focused on policy development and interpretation activities, implementation of new initiatives, coordination with other HUD programs, and management of Headquarters staff to providing program guidance to HUD field staff and grantees.

Deputy Director | Section 108 Loan Guarantee Program | United States Department of Housing and Urban Development

- Worked with a Wall Street-based underwriting group to finance Section 108 guaranteed loans through public offerings, managed loan portfolio management staff, and resolved findings on major Inspector General audits related to projects in Cleveland and Los Angeles.

Stan Gimont

Project Advisor

HAGERTY

Employment History

Hagerty Consulting, Inc., Senior Advisor for Community Recovery, 2019 to Present

United States Department of Housing and Urban Development (US HUD), Deputy Assistant Secretary for Grant Programs, 2016 to 2019

US HUD, Director, Office of Block Grant Assistance, 2008 to 2016 (Deputy Director 2006-2008)

US HUD, Director, Entitlement CDBG Program, 2004 to 2006

US HUD, Deputy Director, Section 108 Loan Guarantee Program, 2002 to 2004

US HUD, Multifamily Housing Specialist, 2001 to 2002

US HUD, Senior Financial Analyst, 1993 to 2001

US HUD, CPD Specialist, 1989 to 1993

US HUD, Presidential Management Intern, 1987 to 1989

Doug Ongie

CDBG-DR Lead

HAGERTY

Education

- Master of Science, Urban and Regional Planning, Land Use, Environmental Planning, and GIS, University of Iowa
- Bachelor of Arts, Political Science, University of Iowa

Relevant Highlights

- Administered $15.2 million CDBG-DR program
- GIS capabilities with strong environmental review and project management experience
- RSF experience, including application at the State and local level to support communities following disasters
- Planning and strategic design

Professional Biography

Mr. Doug Ongie is an emergency management professional with 12 years of expertise in environmental planning and disaster recovery. He has used his background in Geographic Information Systems (GIS) to lead building and environmental conditions assessments of over 250 properties. He is also experienced in conducting Phase 1 environmental site assessments, evaluating historical property uses impact on environment and / or human health, including effects on soil or groundwater. Mr. Ongie administered a $15.2 million United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) - Disaster Recovery (DR) program grant for the acquisition of 54 residential properties damaged after the 2008 Iowa floods. He also administered a CDBG grant for down payment assistance on 141 new homes through the Single-Family New Construction program and public service and public facility projects through the City of Iowa City's annual CDBG allocation.

Relevant Professional Experience

Programmatic Subject Matter Expert | California Department of Housing and Community Development | Hagerty Consulting, Inc.

- Worked with Federal Emergency Management Agency (FEMA) staff on the completion of temporary direct housing for survivors of the 2018 Camp Fire.
- Served as a member of the State of California Housing Recovery Support Function (RSF) that provides comprehensive short-, intermediate-, and long-term housing recovery support to local and tribal communities impacted by the 2018 disasters.
- Developed a post-disaster housing strategy for the State of California. The plan described the roles and responsibilities of a State-Led Housing Solutions Task Force including critical processes, procedures, and activities that should be carried out to support the success of a direct housing mission.

Joint Field Office Planning Specialist | California Governor's Office of Emergency Services, Surge Capacity Staffing | Hagerty Consulting, Inc.

- Provided support to the California Governor's Office of Emergency Services (Cal OES) with enhancing the California Disaster Recovery Framework through the development and adoption of six RSF operational annexes.
- Identified important recovery considerations and priorities as well as conducting workshops, webinars, and interviews to engage key stakeholders in RSF development.

Doug Ongie

CDBG-DR Lead

HAGERTY

- Due to Hagerty's superior work on this planning operation and their superior understanding of the State's response and recovery needs, Hagerty was selected by Cal OES to provide surge staffing needs because of the Camp, Woolsey, and Hill Fires.

Environmental Planner | Impact7G, Inc.

- Led a team to assess current building and environmental conditions of 267 properties in downtown Burlington, Iowa using the Collector for ArcGIS application as part of an Environmental Protection Agency (EPA) Brownfields Area-Wide Planning Grant.
- Assisted with the preparation of two EPA Brownfields Assessment Grants in 2017.
- Conducted Phase 1 Environmental Site Assessment investigations and report preparation.
- Developed a new Impact7G service focused on community and disaster recovery resilience planning.

Disaster Recovery Specialist | Tetra Tech

- Served as the CDBG-DR Project Lead for Richland County, South Carolina on a $23.5 million grant. Responsibilities included preparing environmental reviews for all activities to ensure compliance with the National Environmental Policy Act (NEPA), setup and implementation of a residential rehabilitation and replacement program, business assistance program, and an infrastructure project that will make the county more resilient to future disasters.
- Served as a CDBG-DR Project Lead providing technical assistance, policy guidance, application support, and project implementation oversight for Boulder County, Colorado.
- Supported the development of applications totaling over $11 million in the Round 1 CDBG-DR allocation for Boulder County.
- Assisted with the development of FMA and HMGP applications for clients in Colorado, Texas, and South Carolina.
- Provided program support and data management for FEMA Public Assistance (PA) projects.

Associate Planner | Community Development Division | City of Iowa City

- Administered a $15.2 million CDBG-DR grant for the acquisition of 54 residential properties damaged after the 2008 floods, a $2 million CDBG grant for flood-impacted businesses offering rental assistance and loan interest supplements, a CDBG-DR grant for down payment assistance on 141 new homes through the Single-Family New Construction Program, and public service and public facility projects through the City's annual CDBG allocation.
- Administered $2.4 million in State Jumpstart disaster grant assistance programs for flood survivors offering repair assistance, interim mortgage assistance, and down payment assistance.
- Prepared disaster grant budgets and draw requests.
- Created maps for the 2013 Iowa City Sustainability Assessment, UniverCity Partnership Program, Affordable Housing Location Model, and Single-Family New Construction Program.
- Prepared responses to complaints from the public submitted to City Council, political offices, and the State agencies.
- Represented the City on the Johnson County Long-term Recovery Committee.
- Attended disaster recovery meetings held by the Iowa Economic Development Authority and the Rebuild Iowa Office.

Doug Ongie

CDBG-DR Lead

HAGERTY

Employment History

Hagerty Consulting, Inc., Disaster Recovery Consultant, 2019 to Present

Impact7G, Inc., Environmental Planner, 2017 to 2019

Tetra Tech, Disaster Recovery Specialist, 2014 to 2017

City of Iowa City, Associate Planner, 2009 to 2014

Ashley Napier, FCCM

CDBG-DR Programmatic Specialist

HAGERTY

Education

- Business Administration Coursework, Tallahassee Community College

Training and Certifications

- Advanced Professional Series and Professional Development Series, Federal Emergency Management Administration Emergency Management Institute
- SBP Leader Practitioner Course
- Florida Certified Contract Manager (FCCM)
- Kentucky Colonel Award Recipient

Relevant Highlights

- CDBG-DR experience in support of disaster recovery management in the State of Florida
- COVID-19 planning and organizing in disaster recovery and response

Professional Biography

Ashley Napier is a disaster recovery professional with nearly four years of expertise in programming and implementation under the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) and the Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) programs. Ms. Napier has experience supporting disaster recovery operations post-hurricane for the State of Florida and has previously led programs across the Commonwealth of Kentucky related to Health and Human Services. She was instrumental in program implementation and technical assistance support for multiple CDBG-DR programs throughout concurrent emergency events, such as Hurricanes Irma, Michael, and Ian.

Relevant Professional Experience

Housing Administration Lead | Disaster Recovery Services – Multiple Engagements | Hagerty Consulting, Inc.

- Served as the Uniform Relocation Assistance Subject Mater Expert for the City of Panama City, Florida in support of the Voluntary Home Buyout program following Hurricane Michael.
- Served as Senior Administrator for the City of Cape Coral, Florida in support of recovery efforts following Hurricane Ian damage and destruction.
- Provided support across a series of Task Orders for the Nebraska Department of Economic Development (DED), including designing programs based on allocated funding from the CDBG grant, launching and initiating technical assistance and capacity building trainings, and delivering strategic approaches to improve upon implemented activities.
- Provided duplication of benefits verification for activities completed under the CDBG-DR and Coronavirus (-CV) programs supporting housing for Nebraska DED.
- Supported disaster recovery activities for Panama City Beach, Florida, including grant management, technical assistance, correspondence with federal agencies, documentation of damages, appeals, audits, and closeout.

Government Operations Consultant | State of Florida, Department of Economic Opportunity

- Managed over the subrecipient functional areas for CDBG-DR.
- Mentored a team of Grant Managers across all Disaster Recovery programs.

Ashley Napier, FCCM

CDBG-DR Programmatic Specialist

HAGERTY

- Provided technical assistance and training to CDBG-DR subrecipients.
- Managed reports and necessary program documentation regarding subrecipients grants.
- Managed program budgets and approved reimbursement requests.
- Analyzed and managed project risk.
- Conducted on-site monitoring visits.
- Established and maintained partnerships both internally and externally.

Government Operations Consultant | State of Florida, Office of Economic Opportunity

- Supervised and provided guidance to the Hurricane Michael Recovery/Infrastructure staff.
- Provided technical assistance and training to CDBG-DR subrecipients.
- Managed reports and necessary program documentation regarding subrecipients grants.
- Analyzed and managed project risk.
- Conducted on-site monitoring visits.

Administrative Section Supervisor | Data Analytics and Food Delivery | Cabinet for Health and Family Services

- Supervised and provided guidance to Food Delivery and Farmers' Market staff.
- Assured that the automated Women, Infants, and Children (WIC) benefits system was operating properly and requested system changes as needed.
- Prepared investigative reports.
- Provided technical assistance and training to the Local and State staff on the WIC system.
- Analyzed computer data and reports for compliance on the Federal level.
- Served on Professional and Technical Committees within the Department and Cabinet.

Employment History

Hagerty Consulting, Inc., Senior Managing Consultant, 2022 to Present

State of Florida, Government Operations Consultant, 2021 to 2022

Cabinet for Health and Family Services, Administrative Section Supervisor, 2019 to 2021

DXC Technology, Customer Project/Program Manager II, 2018 to 2019

Cabinet for Health and Family Services, Program Investigative Officer II, 2015 to 2018

Cabinet for Health and Family Services, Procedures Development Coordinator, 2013 to 2015

Education and Workforce Development Cabinet, Administrative Assistant III, 2009 to 2013

Jason Ressler, PE, CFM

Mitigation Lead

HAGERTY

Education

- Master of Engineering, University of Florida, 2012
- Bachelor of Science, Civil Engineering, University of Florida, 2011
- Bachelor of Science, Biological Engineering, University of Florida, 2011

Training and Certifications

- Florida Board of Professional Engineers, 82395
- Certified Floodplain Manager, Association of State Floodplain Managers, 40071

Relevant Highlights

- Benefit-Cost Analysis (BCA) and Mitigation Economic Analysis
- Floodplain Management / National Flood Insurance Program (NFIP) Program Management
- Water Resources / Watershed and Storm Water Management; over 5,000 hours of Hydrologic and Hydraulic (H&H) modeling experience
- Software Skills: SWMM, PCSWMM, ICPR3, ICPR4, HEC-HMS, HEC-RAS, MikeSHE, ArcGIS, AutoCAD, Civil3D, FEMA BCA 5.3/6.0, Microsoft Suite

Professional Biography

Mr. Jason Ressler is an emergency management professional and engineer with 12 years in the field and expert knowledge in water resource and floodplain management. He is a member of the Association of State Floodplain Managers and has served as the Water Resources Engineer for several complex projects through his work at CDM Smith, Inc. Since 2019, he has worked with Hagerty Consulting, Inc. (Hagerty) where he has assisted in post-disaster mitigation work for a variety of public and private contracts. Mr. Ressler has taken a leadership role in delivering funding and planning for present and future resilience projects regarding stormwater management, water treatment, and hydrologic modeling for infrastructure. He understands Federal Emergency Management Agency's (FEMA) Public Assistance (PA) programs under Sections 406 and 404 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act) and has applied training to many successful projects.

Relevant Professional Experience

Mitigation Assessment Specialist | California Governor's Office of Emergency Services, Surge Capacity Staffing | Hagerty Consulting, Inc.

- Provided technical assistance guidance to local jurisdictions on behalf of the State agency including reviews of Federal Emergency Management Agency (FEMA) Hazard Mitigation Assistance grant subapplications, technical monitoring, and review of programmatic and BCA documents.
- Conducted monitoring of more than 20 Hazard Mitigation grants through project implementation. Led kickoff meetings and provided technical program assistance for quarterly reports, scope of work and budget changes, time extension requests, and project closeouts.

Subject Matter Expert | Lee County, Florida, Disaster Recovery and Mitigation | Hagerty Consulting, Inc.

- Led mitigation team in developing mitigation projects under Sections 404 and 406 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act). Total submission under DR-4673 (Florida Hurricane Ian) is over $320 million.

Jason Ressler, PE, CFM

Mitigation Lead

HAGERTY

Engineer / Scientist | Panama City, Florida, Post-Disaster Mitigation | Hagerty Consulting, Inc.

- Mitigation and resiliency team lead and mitigation subject matter expert in charge of mitigation activities for nine separate jurisdictions.
- Coordinated a team of professionals to secure funding for resiliency projects under FEMA 404 and 406 programs with total awarded funding exceeding $120 million.

Subject Matter Expert | Gulf Shores, Alabama, Disaster Management Recovery | Hagerty Consulting, Inc.

- Reviewed data and collected documentation to determine eligible costs under FEMA PA programs and Sections 406 and 404 of the Stafford Act.
- Continues to serve as project manager to coordinate staffing for reimbursement requests under FEMA PA and manage grants under the HMGP for Hurricane Sally.

Senior Engineer | Calhoun Library Hospital Authority, Disaster Recovery Consulting | Hagerty Consulting, Inc.

- Provided input and planning expertise for post-Hurricane Michael relief for Calhoun Library Hospital (CLH).
- Met with CLH executives to determine needs alongside FEMA allocations and budget for the $600,000 scope for reimbursement.

Water Resources Engineer | FEMA Regions II, III, IV, IX, Headquarters | CDM Smith, Inc.

- Technical reviewer and quality control evaluator for mitigation applications applied for under Flood Mitigation Assistance and Pre-Disaster Mitigation programs.
- Lead reviewer for Hazard Mitigation Technical Assistance Program for DR-4273 (West Virginia Severe Storms, Flooding, Landslides, and Mudslides), DR-4085/DR-4086 (New York Hurricane Sandy/New Jersey Hurricane Sandy).
- BCA software instructor.

Water Resources Engineer | Pinellas Park Water Management District | CDM Smith, Inc.

- District engineer for special drainage district including oversight of design and construction of capital improvement projects, long range facilities planning, and representation of Pinellas Park Water Management District to the public and to municipal and federal agencies.

Water Resources Engineer | City of Virginia Beach | CDM Smith, Inc.

- Task manager and principal stormwater system modeler responsible for building large-scale Stormwater Management Model models of existing infrastructure and using models to design and evaluate improvements.

Water Resources Engineer | Boynton Beach East Water Treatment Plant | CDM Smith, Inc.

- Stormwater and process mechanical designer for an Envision certified 100-year on-site stormwater system as well as critical components of the process mechanical and yard piping upgrades of a design-build Water Treatment Plant retrofit.

Water Resources Engineer | Detailed Water Resource and Floods Study | CDM Smith, Inc.

- Hydrologic and hydraulic modeler for large scale watershed models (greater than 1,000 square miles) that were used to ascertain locations for new potable water wells and to validate and design flood control structures.

Jason Ressler, PE, CFM

Mitigation Lead

HAGERTY

Employment History

Hagerty Consulting, Inc., Manager, Mitigation Division, 2022 to Present

Hagerty Consulting, Inc., Independent Contractor, 2019 to 2022

CDM Smith, Inc., Water Resources Engineer, 2013 to 2019

Mikaela Shannon

Mitigation Programmatic Support

HAGERTY

Education

- Bachelor of Science, Environmental Resources Engineer Major and Applied Mathematics Minor, Humboldt State University

Relevant Highlights

- Experience working with the Public Assistance and Hazard Mitigation Assistance Grant Programs (HMGP, BRIC, and FMA)
- Experience working with the CDBG Programs (Disaster Recovery and Mitigation)
- Experience performing BCAs
- Experience with cost estimating techniques
- Experience in local, State, and Federal building codes
- Experience with ArcGIS in developing maps and analyses
- Experience in developing Site Inspection Reports

Professional Biography

Ms. Mikaela Shannon has experience with disaster recovery and mitigation for four years at the local jurisdiction level in Federal Emergency Management Agency (FEMA) Region III, IV, and VI (Florida, Alabama, Maryland, and Texas) and at the State level in FEMA Region IX (California) primarily focused on the FEMA Hazard Mitigation Assistance Programs: Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA). At the local jurisdiction level, Ms. Shannon has experience in the Community Development Block Grant (CDBG) Programs and Public Assistance (PA) Hazard Mitigation. Overall, Ms. Shannon supported the subapplication development of roughly $510 million of HMA projects and $200 million of CDBG projects in FEMA Region III, IV, and VI at the local jurisdiction level and supported the seismic management team in the development of subapplications over $1.6 billion of HMA projects at the State level. Ms. Shannon combines her technical background in engineering and knowledge to perform benefit-cost analyses (BCAs) and develop detailed breakdowns of cost estimates and scopes of work (SOWs), including the development of supporting documentation like mapping using ArcGIS Pro. Ms. Shannon has extensive experience using ArcGIS spatial analysis and geoprocessing tools to develop analyses in support of subapplications and BCAs. She also creates visual elements to meet programmatic and competitiveness requirements and bolster the subapplication.

Relevant Professional Experience

Mitigation Deputy Lead | Lee County and the City of Cape Coral, Florida | Hagerty Consulting, Inc.

- Managed and assisted the development of 22 subapplications, including the SOW, cost estimates, mapping and BCAs representing roughly $323,000,000. Developed three subapplications and five BCAs of the 22 submitted subapplications and BCAs representing roughly $60,000,000. BCA development includes the collection of supporting documents, technical memo and the FEMA Review Toolkit.
- Attended meetings with County and City leadership departments to provide consultation on HMGP.
- Reviewed roughly 70 projects for eligibility and feasibility compliance with HMGP.

Mikaela Shannon

Mitigation Programmatic Support

HAGERTY

- Conducted data mining and technical analysis for all projects: flood reduction, wind retrofits, home elevations, generators, safe rooms, codes plus, lift station hardening, and septic to sewer conversion projects.
- Conducted analyses of the ground and first-floor elevation of properties utilizing ArcGIS Pro and LiDAR data for the home elevation and flood reduction projects to support the subapplications and BCAs.
- Performed research to support the SOW and BCA for flood reduction, structural retrofits, generators, safe rooms, lift station hardening and septic to sewer conversion projects.
- Supported the request for information (RFI) responses to the State for both clients.

Mitigation Assessment Specialist | Howard County, Maryland | Hagerty Consulting, Inc.

- Provided technical assistance and support for one BRIC program application representing roughly $16,000,000. Technical assistance and support included the review of a microgrid application and the development of the benefitting area narrative, the project location, benefitting area, ground disturbance, topo and wetlands maps, and exports of the project and benefitting area shapefiles.

Mitigation Assessment Specialist | Montgomery County, Texas | Hagerty Consulting, Inc.

- Provided technical assistance and support for two FMA applications representing roughly $5,000,000. Technical assistance and support included the review of a flood reduction project application and an elevation project application, the analyses of the ground elevation and first-floor elevation of the six properties utilizing ArcGIS Pro and LiDAR data to support the subapplication and BCA, the development of the impact area and benefitting area narrative for the elevation project, the project location, benefitting area, ground disturbance, topo and wetlands maps, and exports of the project and benefitting area shapefiles for both projects.

Mitigation Assessment Specialist | California Governor's Office of Emergency Services, Surge Capacity Staffing | Hagerty Consulting, Inc.

- Reviewed roughly $110,000,000 of five applications and supporting documentation (e.g., architectural and engineering plans, assessments, and feasibility studies) for eligibility, feasibility, cost-effectiveness, and compliance with the Building Resilient Infrastructure and Communities Program. Attended and participated in meetings with the subapplicants and provided technical assistance program guidance.
- Reviewed roughly $200,000,000 of 16 applications and supporting documentation (e.g., architectural and engineering plans, assessments, and feasibility studies) for eligibility, feasibility, cost-effectiveness, and compliance with the Hazard Mitigation Grant and Prepare California Match Program. Attended and participated in meetings with the subapplicants and provided technical assistance program guidance.
- Reviewed roughly 60 notices of intent (NOIs) for eligibility, feasibility, cost-effectiveness, and compliance with HMGP and BRIC. Attended and participated in meetings with the subapplicants and provided technical assistance program guidance.
- Conducted project monitoring in the implementation stages of roughly 25 projects totaling approximately $70,000,000. Attend and participate in kickoff meetings and provide technical program assistance for quarterly reports, the SOW and budget changes, time extension requests, and project closeouts.

Mikaela Shannon

Mitigation Programmatic Support

HAGERTY

- Provided consultation in project initiatives for state clients and provided technical assistance program guidance to local jurisdictions with tasks that include a review of FEMA HMA grant applications, program monitoring, and review of documents.

Mitigation Specialist | Hagerty Consulting, Inc.

- Provided consultation and grant management of 22 HMGP applications totaling approximately $96,500,000, including review and development of documents for quarterly reporting, Phase 1 deliverables, request for reimbursements, time extensions and budget modifications, and quarterly reporting.
- Developed 50 Hazard Mitigation Proposals, representing roughly $10,000,000, applying all applicable PA program and Policy Guide Appendix J elements to strengthen the envelope of buildings and facilities by hardening roofs, windows, wall structures, doors, underground pipes, and mechanical and electrical components from high winds, wind-blown debris, and wind-driven rain.
- Developed six awarded CDBG-DR Grant Applications, representing roughly $85,000,000. The proposals consisted of four underground utilities restoration projects (sewer, potable water, and stormwater), one underground box culvert attached to a wet detention pond, and one septic to sewer conversion project. Developed cost estimates and conducted data mining and technical analysis for all projects. Conducted preliminary modeling for the box culvert and wet detention pond project.
- Developed three CDBG-MIT Applications, representing roughly $62,000.000. Developed the applications including hazard risk description/actions, resiliency measures, project summary, address current and future risk, number of beneficiaries, and environmental, historical, and preservation (EHP) application assessment.
- Developed three HMGP Applications, representing roughly $3,000,000. The applications consisted of one Police Headquarters generator project, one home elevation project consisting of nine properties, and one residential safe room project consisting of one property.
- Developed two awarded FMA Application, representing roughly $3,000,000. Developed the applications for 13 properties including the scope of work, and technical feasibility descriptions/actions, address current and future risk and befitting areas, and developed cost estimations and ArcGIS maps. Additionally, this work included community outreach, data collection, and management.

Mitigation Intern | Hagerty Consulting, Inc.

- Developed 20 Hazard Mitigation proposals, representing roughly $3,000,000, applying all applicable PA program and Policy Guide Appendix J elements to strengthen parks, harden roof structures and windows of apartment complexes, increase resilience from wind by anchoring school playground components, harden and introduce pulley mechanism to collapse the netting before a high wind event for the softball field, and identified more resilient material to upgrade outdoor lighting.
- Assisted in developing the SOW and aggregated backup documentation for two HMGP proposals estimated to be worth a total of $22,000,000 to (1) mitigate stormwater flooding within residential areas and (2) increase capacity and relocate substations outside of flood zone areas.
- Performed research to support the SOW including the completion of a flood assessment for varying weather conditions for wastewater substations, and wastewater flow assessment.

Mikaela Shannon

Mitigation Programmatic Support

HAGERTY

- Formulated a PA Force Account Labor and Equipment project for 81 employees totaling $313,300.
- Supported Project Management Team by organizing and aggregating hours worked on each project by the Hagerty Mitigation Team to develop pre-award management costs to incorporate in HMGP applications across all clients.

Student | Humboldt State University Renewable Energy Power System

- Designed a solar array parking lot structure to maximize energy production.
- Completed a BCA evaluating the technical and economic feasibility of expanded solar power resulting in a 20-year payback period for a $1.2 million project.
- Developed cost estimate utilizing RS Means.
- Identified applicable Americans with Disabilities Act, wind, and seismic building codes and standards and incorporated them into the design for the parking lot structure including California Building Codes, Section 16: Structural Design.
- Project design is scheduled to be implemented in Fall 2021 by the client.

Employment History

Hagerty Consulting, Inc., Senior Managing Associate, 2023 to Present

Hagerty Consulting, Inc., Managing Associate, 2022 to 2023

Hagerty Consulting, Inc., Associate, 2020 to 2021

Hagerty Consulting, Inc., Intern, 2019 to 2020

Monica Cardin

ARPA Lead

HAGERTY

Education

- Master of Public Administration, University of Central Oklahoma, 2015
- Bachelor of Arts, Political Science, University of Kansas, 2001

Training and Certifications

- CFM, Association of State Floodplain Managers
- Certified Code Enforcement Administrator, International Code Council
- Property Maintenance and Housing Code Inspector, International Code Council
- Qualified Stormwater Inspector, American Stormwater Institute
- Oklahoma Floodplain Managers Association Past-Chair, Past-Secretary, Outreach Committee Chair, and Past Flood Insurance Committee Chair
- Area-Wide Planning and Technical Advisory Committee, Past-Chair

Relevant Highlights

- Community development, emergency management, and disaster recovery across the State of OK
- Worked with Tinker Air Force Base on stormwater projects, hazard mitigation, land use, economic development, and Joint Land Use Study report

Professional Biography

Ms. Monica Cardin is a public administrator with over 13 years of experience leading in planning, zoning, administration, and regulatory compliance matters for the City of Del City, Oklahoma (OK). She is a Certified Floodplain Manager (CFM) with extensive experience in municipal operations, code compliance and disaster response. Ms. Cardin is also an expert on floodplain regulations, stormwater management regulations and compliance, code enforcement, disaster response and Federal Emergency Management Agency (FEMA) Public Assistance (PA). She has led disaster assessments in mobile home communities after signification flooding events as well as in neighborhoods throughout the State of Oklahoma. She is a frequent presenter at national and state conferences.

Ms. Cardin joined Hagerty Consulting, Inc. (Hagerty) in 2021 to support recovery and investment projects stemming from the passage of the *American Rescue Plan Act* (ARPA). She presently supports Fort Bend County, Texas (TX) as the project manager for the county's ARPA Coronavirus Local and State Fiscal Recovery Funds (SLFRF) nonprofit assistance program with program administration, monitoring and compliance and program closeout. Additionally, she leads the County's payroll validation project which aims to validate all expenses under ARPA SLFRF eligibility and the creation of a grant payroll compliance document for future grants. She also presently supports the State of Arkansas as the project ARPA Lead for the state's ARPA efforts, including determining eligibility, program administration, reporting and project design, as well as Dallas County, Texas's (TX) ARPA SLFRF Nonprofit program. Previously, Ms. Cardin has led other projects including: the Lee County, Florida (FL) Regional Task Force (RTF) Fund Optimization which resulted in a 400+ page document detailing potential federal funding opportunities; ARPA support for the Nassau County New York (NY) eligibility reviews and risk assessment; and advisory services on Infrastructure issues and grants management as well as on the childcare project and the mobile crisis team (MCT) for Howard County, Maryland (MD).

Relevant Professional Experience

Subject Matter Expert | Lee County, Florida Hurricane Ian Response and Recovery/Recovery Task Force Assistance | Hagerty Consulting, Inc.

- Supported federal funds management related to the damages caused by Hurricane Ian in 2022, including debris management and overall FEMA PA funding.

Monica Cardin

ARPA Lead

HAGERTY

Response/Project Manager | Fort Bend ARPA Non-Profit Reporting | Hagerty Consulting, Inc.

- Supporting the $19 million of SLFRF for their Non-Profit Partnership Grant Program.
- Oversaw the development of the Non-Profit Partnership Grant Program Standard Operating Procedures (SOP) manual as well as toll development for risk assessment, monitoring and closeout procedures.
- Delivered six virtual training sessions on monitoring procedures and numerous one-on-one technical assistance sessions.
- Successfully administering the program to 78 non-profits.

Response/Program Manager | Fort Bend Payroll Validation Services | Hagerty Consulting, Inc.

- Oversaw and assisted the review of FEMA-PA for Category B submission due by December 31, 2022. Identified an additional $10 million dollars available to claim.
- Reviewed and validated all payroll expenses listed as ARPA SLFRF and CRF as well as assisted in validating and reviewing program eligibility for the Summer Youth Program for three previous years.
- Provided four final reports that included best practices recommendations and findings.

Response/Recovery Consultant IV | Center for Toxicology & Environmental Health, LLC, Arkansas Coronavirus Aid, Relief, and Economic Security Act Funds Management | Hagerty Consulting, Inc.

- Supported clients receiving collectively over $4.2 billion of SLFRF under the ARPA by assisting with financial management, monitoring and compliance, strategic planning and implementation, and reporting activities to maximize all ARP funding for communities.
- Oversaw the grants management system (GMS) implementation to help track and report funds available to the state.
- Delivered the Cities, Towns, and Counties (CTC) Program deployment, allowing localized funding to become available within 10 weeks.
- Assisted in the administration of the Business Interruption Grant (BIG) program, which required Hagerty's consultants to review and validate portions of claims made by thousands of businesses, totaling over $562 million, as well as administering a formula to equitably distribute grant funds to Applicant business from the tourism, hospitality, and personal care industries.
- Instituted the BIG Program with the Hagerty team to distribute funding to regional stakeholders.
- Reviewed recommendations ahead of the State's distribution of $48 million in grants to 2,139 small businesses in every corner of the state; small business assistance funding addressed claims for payroll expenses, rent and utilities, and other operational expenses.

Director of Community Development/City Planner and Deputy Director of Community Services | Strategic Leadership | City of Del City, OK

- Administered many city functions, including planning and zoning, permitting and inspections, code enforcement, licensing, floodplain management, stormwater quality, parks and recreation, economic development, disaster response and special events.
- Served as a member of the City's senior leadership team and directly advised the Mayor and Council.
- Served as primary advisor and liaison to several boards and commissions, including the Planning Commission and Board of Adjustment.

Monica Cardin

ARPA Lead

HAGERTY

- Served as Chair of the Areawide Planning and Technical Advisory Committee (APTAC) for the Association of Central Oklahoma Governments (ACOG).
- Served as a representative of Del City on the Regional Transit Authority (RTA). Working with various stakeholders from other community leaders, organizations, and Tinker Air Force Base (AFB).

Director of Community Development/City Planner and Deputy Director of Community Services | Project Management and Human Capital Management | City of Del City, OK

- Acted as project manager for numerous city-wide efforts including: scoping, procurement and implementation of software solutions including customer relationship management (CRM); Financial Management/General Ledger/Cash Collections, Parks and Recreation, and Meeting Management/Citizen Engagement; scoping, community engagement, costing, feasibility analysis and plan development for Parks and Recreation Strategic Plan; development, operation and evaluation of the City's Environmental Court; development and implementation of regulations and workflows to address the newly legalized marijuana industry.
- Managed team of professional, technical, and administrative staff across several worksites.
- Assigned resources to projects and activities as needed to balance workload. Conducted performance evaluations and provided employee feedback.
- Developed training and development plans and monitored employee progress.
- Ensured compliance with relevant licensing and certification requirements.
- Managed contractors and temporary workers.
- Created internal training modules and related documentation.
- Recruited, hired, and trained staff.
- Maintained key relationships with key community partners such as ACOG, Tinker AFB, major employers and community members such as the neighborhood watch associations and neighboring jurisdictions.

Director of Community Development/City Planner and Deputy Director of Community Services | Disaster Response | City of Del City, OK

- Served as a contact and member of the Joint Land Use Study (JLUS) team while working with the Department of Defense (DoD), Tinker AFB, surrounding community law enforcement officers (LEOs) and other interested parties to develop the JLUS study that helped prevent disasters surrounding the two runways at Tinker AFB.
- Served as primary City management lead on several disasters.
- Identified potential ARPA projects and reviewed them for project eligibility and financial feasibility.
- Researched U.S. Treasury guidance and planned City's reporting and compliance workflows for ARPA funding.
- Identified projects for *Coronavirus Aid, Relief, and Economic Security (*CARES) Act CRF funding and developed tracking workflows to facilitate procurement, monitoring and reporting.
- Supervised initiatives including virtual inspection program to allow continuity of operations during the pandemic.
- Led recovery efforts on DR-4575 (Severe Winter Storm), an ice storm that resulted in widespread tree debris and multi-week power outages during sub-freezing temperatures.
- Served as Planning Section Chief during Emergency Operations Center (EOC) activation.
- Worked with Oklahoma Department of Environmental Quality (DEQ) to qualify acceptable debris staging areas.

Monica Cardin

ARPA Lead

HAGERTY

- Reviewed request for proposal (RFP) responses and made recommendation for recovery contractor selection.
- Managed contract for creation of online debris management tracking tool with direct community engagement features.
- Directed staff and contractor during debris collection efforts.
- Managed all reporting, including submission of Project Worksheets and supporting documentation for PA Categories A, B, and F.
- Worked with FEMA representatives weekly to ensure timely reimbursement for response and recovery costs.
- Led response and recovery efforts on numerous declared and undeclared flooding disasters.
- Conducted substantial damage evaluations, provided technical assistance, and identified mitigation opportunities.

Director of Community Development/City Planner and Deputy Director of Community Services | Hazard Mitigation | City of Del City, OK

- Led City's efforts to mitigate risks from natural hazards.
- Served as floodplain administrator.
- Enforced provisions of an aggressive, higher standards ordinance designed to reduce frequency and severity of flood losses in an extremely flood-prone community.
- Directly engaged with Tinker AFB and the DoD to mitigate any potential stormwater issues on potential economic development projects.
- Reported to FEMA and state coordinating agency.
- Served as Community Rating System (CRS) Coordinator; earned and maintained Class 6 rating.
- Reported to International Organization for Standardization (ISO) for all verification and reverification audits.
- Served as City's Point of Contact for creation of Countywide Hazard Mitigation Plan.
- Scoped numerous flood risk reduction projects for potential funding using Hazard Mitigation Grant Planning (HMGP), FMA, Building Resilient Infrastructure and Communities (BRIC), City Stormwater Utility Fee or bond issues. •

Director of Community Development/City Planner and Deputy Director of Community Services | Program Design, Administration, Evaluation, and Reporting | City of Del City, OK

- Designed and administered a variety of programs within area of responsibility, ranging from a unique housing stock code compliance inspection program to the first municipal eSports league in the area.
- Monitored program budgets and staffing allocations.
- Tracked program outcomes and finances and compiled regular reports to document performance.
- Designed methodologies and workflows for required periodic reporting to various state and federal agencies and adapted existing information systems to facilitate efficiency.
- Conducted regular outreach to community stakeholders and the public about a wide range of topics, including Tinker AFB on pending projects.
- Developed community engagement plan for flood risk reduction.
- Regularly spoke at meetings of various community groups.
- Managed all aspects of numerous contracts and vendors, from RFP development through performance monitoring.

Monica Cardin

ARPA Lead

HAGERTY

Director of Community Development/City Planner and Deputy Director of Community Services | Community Revitalization | City of Del City, OK

- Oversaw City's revitalization efforts, managing resources from planning, economic development, code enforcement and development services to achieve desired outcomes.
- Drafted updates to planning documents and three regulations as needed, including the Comprehensive Plan, Planning and Zoning Ordinance, and Code of Ordinances.
- Partnered with various organizations, such as ACOG and Tinker AFB, to encourage economic development and community revitalization.
- Prepared annual department budget submission.
- Determined appropriate staffing levels given programmatic needs.
- Monitored budget variance and expenditures throughout the year to ensure sound financial management.

Employment History

Hagerty Consulting, Inc., Disaster Recovery Consultant, 2021 to Present

City of Del City, Oklahoma, Director of Community Development, 2021

City of Del City, Oklahoma, City Planner and Deputy Director of Community Services, 2009 to 2021

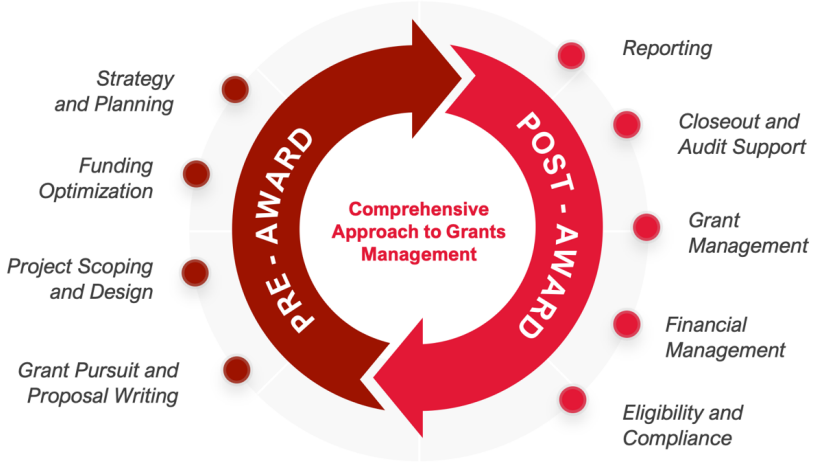
Tab 4 – Project Approach

Please see following pages.

Proposed Approach and Methodology

Hagerty's approach to support the Village is based on our proven methods of supporting clients in disaster recovery and grant management throughout the State of Florida and broader US, with the agility to be custom tailored and applied to the Village's specific and unique needs. **Hagerty knows the activation of our services under this contract will have unique considerations, as no two disasters are alike, and the needs will vary.** Standardization of our approach across project management and key tasks associated with federal recovery programs will allow flexibility for the Hagerty team to meet the Village's evolving needs.

Hagerty brings over 20 years of experience supporting and partnering with jurisdictions to pursue, manage, and administer federal funding and grants, including traditional disaster recovery funding from HUD and FEMA, as well as those new funding streams made available through ARPA or IRA. Through this work, Hagerty has developed and operationalized a comprehensive funds management approach refined by years of experience and implementation of best practices. This approach is contingent upon a mindful identification of jurisdictional and regional goals that supports fund identification and maximizes the utility of the funds.



Hagerty's support for the Village will be specifically aligned to two distinct phases – pre-award and post-award – tailored to the specific needs of the Village.

PRE-AWARD ACTIVITIES

Hagerty will initiate each project/task order by strategizing and planning with the Village to determine strategic priorities and goals. We will identify the purpose of each project phase and how the Village defines success and what its aspirational goals are. Once a shared understanding of need is defined, the next steps include project identification and funding optimization, which constitutes a federal and state funds matching process to identify grants for pursuit. At this stage, the Hagerty team will utilize a standardized grant

information sheet to develop grant summaries and recommendations for pursuit for presentation to the Village, allowing the Village to determine a prioritization of available funding opportunities.

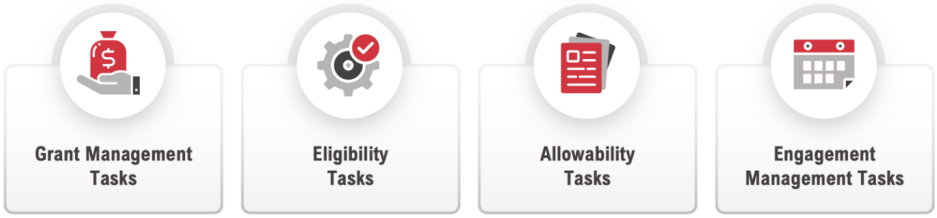
Following strategy, planning, and fund matching, Hagerty will then provide the Village with project scoping and design for the next phase of the engagement, to include a detailed task order with a budget, staffing breakdown, and timeline of deliverables. Once the task order, budget, and timeline are agreed upon by the Village, Hagerty will assign technical experts to the project and begin the process of grant pursuit and writing. The Hagerty team will work with the Village to develop all required elements of the application, including developing project scopes and budgets, completing BCAs or independent cost reasonableness reviews (as dictated by scope and federal assistance proposed toward individual projects), drafting grant narratives, ensuring conformance with all crosscutting federal statutory requirements and potential permitting issues, preparing detailed project mapping utilizing Geographic Information Systems, and working with stakeholders to build support for applications. The Hagerty team will provide technical assistance through submission using the appropriate grant program. All pre-award expenses are tracked so they may be submitted as part of the grant budget, if allowed.

POST-AWARD ACTIVITIES

In a grant management engagement, Hagerty will leverage a wealth of experience in post-award support, including both program design and compliance activities with a focus on expedited completion, easily achieved and timely federal and local reporting requirements, and audit-proof grant closeout at the forefront. Our team relies on experience to integrate the two concepts, allowing us to suggest project designs that reduce compliance burdens and minimize administrative costs. We support our clients by helping to design a robust compliance infrastructure and build internal capacity instead of implementing systems that require continual reliance on outside resources. Integrating financial management with programmatic reporting is key, and Hagerty has significant experience using advanced data management tools, including dashboards and data visualizations, to provide clear and concise grant management communications both for executive leadership and requisite public transparency.

Our team approaches post-award work with the same vigor as strategic advisory or application development activities, working with client staff on tasks such as determining eligibility and compliance, financial management, continual program management, closeout and audit support, and reporting. With a compliance mindset at the forefront of our work, Hagerty supports audit-ready projects before projects begin by organizing documentation in a manner that facilitates compliance with all state and local regulations, as well as with Title 2 of the Code of Federal Regulations (CFR) Part 200, the Uniform Guidance and Administrative Requirements.

As presented in the Request for Proposal (RFP), Hagerty will assist the Village across the following scope of services:



Hagerty will begin all work by establishing a Project Management Team (PMT) with the Village to support all activities. Activities will then be validated at a project kickoff meeting, where Hagerty and Village leadership will be able to discuss goals and approach to services. In accordance with the RFP, Hagerty will provide the Village with services designed to help maximize grant funding, expedite the process, and retain funds during project closeout and audit.

Grant Management Tasks

Hagerty has successfully managed over $95 billion in federal recovery grant funding, including **over $5 billion of HUD CDBG-DR funding**. While this statistic alone makes Hagerty an industry leading financial recovery grants management firm, we also differentiate ourselves from the competition by supporting our clients to keep the funding they are allocated. Hagerty will provide overall Program and Grant Management services to the Village to expedite project delivery while maintaining compliance with applicable regulations under the CDBG-DR program.

Hagerty will support the Village with establishing and implementing policies and procedures to comply with all applicable HUD and Lee County requirements, including those for labor, historic preservation, HUD Environmental Review standards, *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*, *Americans with Disabilities Act of 1990* (ADA), and requirements for affirmatively furthering fair housing. Within the first 90 days, Hagerty will develop program guides, policies, and standard operating procedures required by Lee County for the Village's CDBG-DR projects.

Given the Village's three CDBG-DR awards related to Hurricane Ian, our priority is to see these projects through to completion, maximizing grant funding, and retaining funds during closeout and audits. As additional funding opportunities become available – such as Lee County's HMGP Match Program funded by CDBG-DR – Hagerty will support the Village with securing additional grant funding for priority projects. Hagerty will engage the necessary project stakeholders such as the Village, Lee County, and the state of Florida, develop agendas, facilitate working sessions, and prepare minutes to track action items. Hagerty will utilize the information gathered to aid in the development of policy and programmatic documentation, as well as the overall Compliance and Monitoring Plan (CMP) that will be implemented by the Hagerty team to minimize the risk of compliance issues in advance of Lee County and HUD Office of the Inspector General (OIG) audits. At a minimum, the CMP will include:

- Monitoring overview;
- Monitoring compliance and procedures;
- Monitoring processes (e.g., risk assessments, desk reviews, technical assistance, and onsite monitoring);
- Financial and procurement compliance monitoring;
- Grant file and document retention;
- Crosscutting requirements (e.g., Davis-Bacon and Related Acts, Environmental Review, 2 CFR 200 compliant procurement, Uniform Relocation and Assistance, Section 3 and Minority/Women owned business outreach), cost reasonableness review, monitoring at the construction level; and
- Lee County VistaTrak reporting.

To support CDBG-DR grant management and program administration, Hagerty will perform an in-depth review of existing processes and checklists to ensure compliance with program requirements. Hagerty can assist the Village in developing language for contractor procurements to ensure they are compliant with federal and programmatic rules and requirements, develop risk assessments and audit preparation monitoring tools, and a process for documentation collection. Style guides/document templates with complimentary standard operating procedures (SOPs) also ensure consistent formatting, presentation of documents, and comprehensive files. This not only creates efficiency in the presentation of information and streamlines process, but it also establishes closeout ready packages that support audits and closeout compliance.

Our support to the Village will include:

1. **Grant Management Implementation Plan** to include detailed information on the role of Village staff, Hagerty staff, and contractors during the grant management process. The Grants Management Manual will provide tactical-level detail to inform personnel on how to operate within the overall grant program and achieve intended outcomes. This tool documents key decisions and compliance requirements which supports grant reporting.

2. **Programmatic SOPs** that support program implementation aligned to the unique considerations of CDBG-DR and other grant programs, including federal legislation and guidance, to ensure the Village has the accurate and functional guidance necessary to implement each project.

3. **Program Administration Tools** including processes and checklists for grant-funded projects, to ensure compliance with applicable program guidance and 2 CFR Part 200 requirements. If requested by the Village, Hagerty will implement our customizable Disaster Financial Management System (DFMS) using the QuickBase® platform to better support the Village with tracking expenditures and grant funds. DFMS can be customized by exports from the Village's general ledger ensuring Hagerty is prompted to identify documentation for every grant expenditure. The success of the DFMS is exemplified, in one instance, by the City of New Orleans' use of the DFMS following the conclusion of Hagerty's work. Our team has deployed DFMS on every large recovery operation since it was developed, and multiple clients have selected to utilize DFMS as their system of record. We will define key personnel within the Village's various

departments to provide access to DFMS, and upload documentation which will then be reviewed and sorted by Hagerty. This includes invoices, contracts, procurement documentation, and all other documentation that will be needed to support the awarded projects. Our team of professionals will work with the Village to develop financial processes and systems to align with Village financial systems and Lee County's VistaTrak to include:

- Process workflow and roles and responsibilities;
- Milestone/deadline alerts and reminders;
- Quarterly Program Reports and any other reports expected by Lee County of its subrecipients;
- Alignment of expenditures, receivables, and accruals across all grants and fiscal years; and,
- Quality Assurance/Quality Control (QA/QC) of all financial reconciliations and closeouts.

The costs associated with DFMS are not included in this proposal and are available upon request.

4 **Ongoing Technical Assistance** that builds Village capacity and leverages the CDBG-DR technical assistance resources available from HUD via its HUD Exchange website. Further, Hagerty will supplement these materials with insights and examples drawn from our experience in assisting other jurisdictions in implementing their CDBG-DR projects and programs. This two-pronged approach will help promote compliance with HUD requirements, promote better understanding of implementation realities, and hold down costs that would otherwise be incurred in developing repetitive technical assistance products. Hagerty is a proponent of capacity building that not only will enable the Village to best manage present and future disaster-related federal funding opportunities, but also strengthens general conduct of municipal business and promotes industry best and novel practices.

5 **Compliance Support** from project start-up to closeout, the Hagerty team will support the development of grant-funded procurement documents, coordinate with Lee County and the Village on the completion of the HUD-specific *National Environmental Policy Act* Environmental Review process, review all financial transactions related to active and future grant funding, conduct required contractor monitoring (i.e., Davis-Bacon and Related Acts, 2CFR 200 compliant procurement, cost reasonableness reviews, and Section 3 good faith effort/outreach toward goal attainment) during construction, and prepare closeout ready grant files for submission to Lee County. Hagerty is acutely aware that compliance is an iterative process during the grants management lifecycle. It is standard practice to ensure that any changes to a project trigger another cursory duplication of benefits review, validate that the environmental review conducted that authorized the use of grant funds does not need amending or is not in conflict, change orders do not change the valid cost reasonableness review, etc.

6 **Coordination of the Grant Reimbursement Process** to maximize the reimbursement of eligible costs related to grant management, activity delivery, and construction. As subrecipient agreement deliverables are completed, and all supporting documentation has been collected and reviewed for eligibility, Hagerty will submit reimbursement requests to Lee County on behalf of

the Village. Hagerty will inform Lee County of upcoming reimbursement requests and will provide any necessary context to enable a more efficient review process. Hagerty will develop a reporting and tracking process with Lee County to ensure the Village has visibility on which Requests for Reimbursement (RFRs) have been submitted, what percentage of the RFR has been reviewed to date, and estimated timeline for reimbursement.

7 **Closeout the Village's CDBG-DR Projects** by preparing documentation methodically during grants administration to streamline the closeout process. Hagerty has extensive experience with performing grant closeout and writing clear, concise, and complete SOPs for the entire grant life cycle. Closeout documentation may vary depending on specific grant program requirements and the Village's policies and procedures as well as type of unique project undertaking. Hagerty can prepare a customized closeout packet with written SOPs that provide a detailed overview of project closeout requirements. Additionally, a Closeout Checklist can help guide the Village through the closeout process. As stated above, Hagerty also considers project closeout objectives and compliance early in the project lifecycle to ensure that closeout is swiftly and compliantly achieved where no missing or incomplete documentation is evidenced and that any closed project file will be audit proof.

8 **Audit Support** to include those conducted by Lee County, HUD OIG, or the Village's independent auditor for annual single audits.

Additional Tasks

Other Funding Options

Hagerty professionals are prepared to support the Village pursue other funding options for future projects, such as the various programs included in IIJA. Each grant program requires its own specific application procedure, which Hagerty can fully explain. Should a separate task order be released to cover the additional tasks, we will follow the same project management approach shown below. We have successfully utilized this approach to support multiple clients across the nation in preparedness and recovery activities.

Our Dynamic Approach to Project Management Supports Successful Project Execution and Cost Control



Eligibility Tasks

Hagerty proposes the following process to carry through all activity from application to award. Key tasks and considerations associated with the application management process are as follows, aligned to each critical step of the process:

1 **Pre-Application.** Hagerty has learned through the management of over $75 billion in federal grants, that eligibility assistance prior to application helps to ensure applicants submit compliant and responsive applications while increasing efficiencies through the communication of eligibility to program applicants, ensuring streamlined applications and reduced volume. During Pre-Application, the Hagerty team, in coordination with Village staff, will establish the expected schedule and timeline for receiving applications, turnaround time for reviews, and the process for communicating with the Village to seek additional information and clarify inconsistencies.

2 **Public Comment.** HUD requires significant public comment processes when CDBG-DR programs are in development. As programs are being considered, Hagerty will ensure disclosure and public input, and build these time periods into the project plan. Hagerty will also gather project documentation to be published on the Village's CDBG-DR website as required.

3 **Development of CDBG-DR Projects.** Hagerty has immense experience developing eligible, competitive, and viable CDBG-DR projects. As part of the Eligibility Tasks, Hagerty will ensure that all CDBG-DR projects are developed in compliance with HUD, Lee County, and other relevant funding agency requirements while also relaying scopes of work that reflect clear and well-developed cost estimates, low- and moderate-income beneficiary impact, and HUD National Objectives that will be met.

4 **Submission of Materials.** With pre-application eligibility incorporated into the process, the application process becomes operational. Whether formally recognized in program guidelines or not, Hagerty also recognizes that project selection and underwriting usually takes place in two stages. At initial application, project reviews are inherently limited by the early-stage nature of the project's financing plan. Very few developers will apply for gap funding with all due diligence firmly in place (e.g., completed market studies, appraisals, permit ready plans and specs, firm construction pricing, etc.). This is due to the mutually contingent nature of the development process where each funding source conditions its commitment on the others, and where a developer reasonably needs preliminary commitments in place prior to making substantial investments in the professional services needed to finalize a development plan. As a result, the initial application review largely focuses on whether the developer and development team have sufficient capacity for the proposed project and whether the initial financial projections, taken largely at face value, are within industry norms and likely to bear out. Therefore, with most clients, Hagerty participates in the initial review of application materials and provides an initial report on the relative pros/cons of each application, highlighting issues that may require special attention in the next stage.

5 **Perform Threshold Review and Assessment of Funding Conflicts.** The threshold review supports an analysis of completeness and correctness of all submitted applications. Once preliminary selections are made, developers will then assemble full due diligence packages, and in many cases, they will also use the preliminary local commitment to apply for other financing, which requires identification of other gap funding at the time of application. The Hagerty team will review the package to ensure that both the financial and technical review can be performed. As the other financing commitments are obtained and the proforma is updated based on firm pricing, a more complete underwriting evaluation will take place. At this stage, Hagerty will coordinate with the developer and other financing partners, usually "piggy backing" on market studies, appraisals, and third-party cost reviews being used by other lenders/investors – validating and documenting key financial assumptions underpinning the transaction. If the package is not complete and correct, it will be returned to the applicant and a technical assistance session will be scheduled to review the missing component.

6 **Assessment of Financial Components and Underwriting.** With an approved threshold review, an underwriter will be assigned to the application to perform a financial assessment of the package. The underwriter will perform a stress test of the application package based on State criteria to ensure that, if accepted, the application will have all financial capacity to both start and be completed after receiving CDBG-DR funds.

7 **Provide Technical Oversight and Oversee Negotiations.** Once financial capacity is approved, a Hagerty CDBG-DR Project Manager will review the application to assess that the program and/or project meets all CDBG-DR Program criteria to include, but not be limited to, Lee County, state, and HUD National Objectives. These negotiations between Hagerty and relevant Agencies will culminate in documents that adequately reflect the Village's needs while complying with all objectives and regulations.

8 **Execution of Agreements.** With reviews completed, the Hagerty team will present the package to the Village with a recommendation to approve and award or reject and decline. If awarded, the Hagerty team will work with the Village to negotiate all terms and conditions for the agreement prior to execution.

With an executed agreement in place, the application moves from application management to project monitoring in alignment with Hagerty's Monitoring, Auditing, and Oversight approach.

Allowability Tasks

An important part of project implementation will be preparing the Village for monitoring by both Lee County and HUD. Monitoring and tracking activities are ongoing and establishing appropriate methods early in CDBG-DR Program Implementation is important to assure the overall success of cost recovery activities. The Hagerty approach will carefully mirror the HUD Monitoring Handbook (HUD Handbook 6509.2), follow

procedures outlined by HUD for monitoring all CDBG-DR activities, and apply industry wide best practices in supporting subrecipients in monitoring.

In addition, we will conduct an initial risk assessment of all awards to determine program risk factors and financial management capacity. After determining risk, we will establish a schedule to regularly monitor risk and provide additional recovery assistance to build capacity. Monitoring visits with the Village will be recorded and documented so that these can be provided to the Village, Lee County, or HUD.

Critical considerations for monitoring will ensure CDBG-DR funding is being drawn down in a timely fashion, which will create projections for future expenditures and ensure the program meets all applicable standards.

1 **Hagerty's approach to Monitoring and Supporting the Village during the Audit Process.** Hagerty understands that monitoring and compliance begins prior to a project launch or notice to proceed. As we monitor the Village's activities, our team will determine if impediments exist to meeting spending requirements, and whether waivers are necessary and appropriate. We shall also ensure that each project contains a model repetitive and standard file structure to ensure that all requisite and relevant documents and information are retained during the prescribed records retention period that will ensure a future findings-free audit and no recapture of funds.

Hagerty's support will include potential audits from the following monitoring bodies:

- Village-based monitoring
- Internal Village monitoring
- External monitoring and reporting of subrecipients
- Lee County subrecipient monitoring
- HUD monitoring
- HUD OIG monitoring

In conjunction with the development of the Village's CMP, a monitoring schedule will be developed to enable the Village to communicate and plan for future audits. Hagerty has employed many strategies in compliance monitoring; based on the size of the grant received by the Village, Hagerty initially proposes a quarterly monitoring schedule. This will be subject to the outcomes of initial risk assessments submitted to the Village.

Hagerty will establish CMP as a work stream in the program organization chart. These resources will be scaled as the overall CMP need is defined as programs are designed and requirements and capacity are defined at the subgrantee level. As part of our overall project plan, Hagerty will present the Village for review and approval a complete monitoring schedule of all CDBG-DR projects, dates of when audits will be performed, type of audit performed (in person, desk, etc.), and necessary resources to conduct.

Hagerty understands that the Federal Register Notices places a heightened emphasis on procedures to prevent waste, fraud, and abuse. As Hagerty collaborates with the Village in the development of supportive policies and procedures, Hagerty will ensure clear guidance and adherence associated with HUD and Lee County requirements and support any additional activities that may arise.

2

Process of Monitoring for Compliance. As the activities for the Village are defined, Hagerty will introduce to the Village for review and approval our proven monitoring process for consideration. This process will include the following steps:

- **Defining the Introductory Meeting:** Establish the goals and objectives of the audit/monitoring visit to the relevant audience, identify roles and responsibilities for all parties, identify the monitoring visit schedule and define potential outcomes from the visit.
- **Conduct a Risk Assessment:** Hagerty will develop a risk assessment template and meeting format to evaluate the overall capacity of the Village to administer CDBG-DR funding. This risk assessment will pinpoint areas where Hagerty will need to carefully monitor the Village's overall capacity and where areas would benefit from additional support. Any gaps identified in the risk assessment process will be reviewed with the Village for mitigation.
- **Pre-Monitoring:** As the monitor prepares for the audit, it is critical to have as much background information on the party being monitored as possible. This due diligence gathering includes:
  - Understanding the governing statutes, regulations, and official guidance;
  - Reviewing and analyzing participant reports, available data, CDBG-DR files, audits and financial information, previous monitoring reports and issues; and,
  - Obtaining other relevant information from knowledgeable CDBG-DR staff.
- **Desk Review:** A desk review will assess compliance with applicable HUD, CDBG-DR, contractual, and other federal requirements. In addition, the desk review may include an assessment of the Village's performance based on program benchmarks and milestones. The desk review can assist with identifying potential problems early, preventing compliance violations, and helping improve performance. Hagerty will provide Monitoring Checklists to complete the desk review. These checklists may be modified to be program-specific (e.g., Infrastructure, Housing-Single, Housing-Multi) based on the CDBG-DR funding received by the Village.
- **On Site Monitoring:** As necessary, the Hagerty team will assist the Village in performing on-site monitoring visits for at risk or highly complex projects. These visits will be conducted using the following format:
  - Notification Letter: letter issued to the party notifying them of the visit, what is needed to conduct the visit, when the visit will occur, the planned duration and intended outcomes.
  - Entrance Conference: the initial meeting with all relevant stakeholders to review the processes and timelines.
  - Assessment: the actual review of program documentation to include record keeping, financial management, procurement policies and procedures, payment request policies and procedures, reporting procedures, insurance and bonding, Minority and Woman-Owned Business Enterprise, and Section 3 utilization and reporting, project eligibility,

project management, and performance. As feasibly possible, any identified areas of concern that can be remediated and corrected during the monitoring visit will be addressed and resolved so that no or limited outstanding issues will be included in the monitoring report.

- Exit Conference: the conclusion of the site visit where timelines on the final report and any initial findings with corrective actions and deadlines or additional information requests are outlined.
- Monitoring Report: the final report issued to the Village.

Engagement Management Tasks

Hagerty understands the need to plan before executing recovery operations. We anticipate many planning tasks associated with CDBG-DR implementation and are prepared to provide support to the Village if and when necessary. While ample planning will go into project design and policy development, the Hagerty team is prepared to assist the Village with one off/ad hoc planning and analysis to inform overall implementation and program operations. **Our team, led by Project Executive Tanya Shannon and Project Manager Alec Usseglio,** is ready to mobilize as needed to support the Village in any and all recovery operations.

Hagerty is aware of the Village's desire to rapidly launch its CDBG-DR funded projects given that Hurricane Ian impacted the region two years ago. Hagerty understands the Village's imperative of being prepared to implement projects in 2024 and will focus planning efforts as necessary on delivering a programmatic implementation schedule that enables the Village to meet that goal. **To achieve this goal, Hagerty plans to assist the Village with the development of a Program Management Plan.** The plan will be driven by Hagerty best practices in engagement management, including the development of quick, comprehensive guidance to the Village based on engagements with leadership at the Village, County, state, and federal level.

1 **Development of Flash Reports.** As planning needs are identified, the Hagerty PMT will work with the Village to develop a selection process for all needs, driven by flash reports that contain the financial details of the Village's CDBG-DR projects. This process will enable the Village to quickly understand the planning request/need and the resources and timeline for potential execution. Thus, quick, and nimble decisions can be made on planning projects that don't negatively impact project timelines.

2 **Attending and Leading Status Meetings.** Hagerty will utilize our project management practices, such as the establishment of weekly or bi-weekly status meetings, to ensure program compliance and overall alignment with Village goals. Externally, Hagerty will attend meetings with HUD and County leadership to ensure the grant program continues as planned.

Project management and quality control are important considerations for Hagerty in our support to the Village. Hagerty places an emphasis on sound management practices, transparency, assertive and proactive problem solving, and issue resolution in order to ensure our

professionals meet the evolving needs of our clients. Tools leveraged to support project management include:

Project Management Tools and Tactics

Project Status Meetings	Weekly, bi-weekly, or monthly with the Village (frequency at the Village's discretion) and the stakeholder team to provide overall updates and seek feedback on key issues or decision points. Will include review of timeliness against plans.
Status Reports	Delivery of comprehensive weekly reports detailing contract spend, specific staffing levels and weekly utilization, anticipated staffing needs or adjustments, issues, function specific accomplishments, and opportunities for improvement.
Disaster Financial Management System	If requested by the Village, developed by Hagerty and maintained throughout the project to include cost tracking, document sharing, document storage, and overall project management. Includes an integrated project schedule shared with the stakeholder team.
Hagerty Operations Support	Utilization of Hagerty's Evanston-based Operations Team to support graphics, formatting, ensure Section 408 ADA compliance on public documents, and QA/QC. Our Operations Team can also provide style guides/document templates to ensure consistent formatting and presentation of client-ready documents.
Upland	An internal Hagerty management tool that tracks and allocates time associated with projects and specific tasks. Used to track consultant time weekly (with daily/hourly tracking) in support of invoice, budget, and task management.

3 **Preparation of Supporting Documentation.** Throughout the process of applying our expertise in the Village, we will periodically provide as-needed documents, such as invoices, to support operations related to engagement. These documents will encompass the cost recovery activities and be usable by Village leadership to ensure total understanding of the process from start to finish.

Hagerty will support and participate in any planning activities conducted by the Village or its contracted vendors. As necessary Hagerty will follow our proven best practices in planning to establish goals and objectives, conduct necessary data analysis, and provide the Village with recommended courses of action. Hagerty stands ready to assist the Village with any reasonable activity associated with planning and implementation that may arise during the process of determining engagement.

Price Schedule

Skill set hourly fees have been entered in IONWAVE as requested in the solicitation. For all labor categories, years of experience and educational requirements are interchangeable on a one-for-one basis.

Required Forms

All required forms have been uploaded to their designated slots in IONWAVE.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

Lee County Maintenance Facility Architect Services

Approve EC 2022-43 STA-01 in the amount of $154,425 for GMA Architects to provide Architectural Services for the Lee County Maintenance Facility at The Estero Community Park.

Approve a $15,500 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:

On November 6, 2024, the Village Council approved an Interlocal property sales agreement with Lee County. The Village will purchase 25.5 acres of property from Lee County for $700,000. A condition of the sale is the Village will relocate the County's existing maintenance facility from the purchase property to the remaining property owned by Lee County.

Description:

The Village Staff is proposing to hire GMA Architects to design and permit the new Lee County maintenance facility. In addition to architecture services, GMA will hire sub-consultants for Landscape Architecture, Civil Engineering, Structural Engineering, Mechanical Engineering, Electrical Engineering, and Plumbing.

GMA will provide the following services.

Schematic Design
Construction Plans
Construction Specifications
Permitting (Village, SFWMD, Lee County Utilities)

Bidding Support
Construction Administration

Action Requested:

Approve EC 2022-43 TA-01 in the amount of $154,425 for GMA Architects to provide Architectural Services for the Lee County Maintenance Facility at The Estero Community Park.

Approve a $15,500 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:

GMA will start working on the project shortly after receiving a project notice to proceed.

Project scheduled is outlined below.

GMA Notice to Proceed	12/20/2025
Permit applications submitted	3/21/2025
Construction Plans Complete	5/8/2025

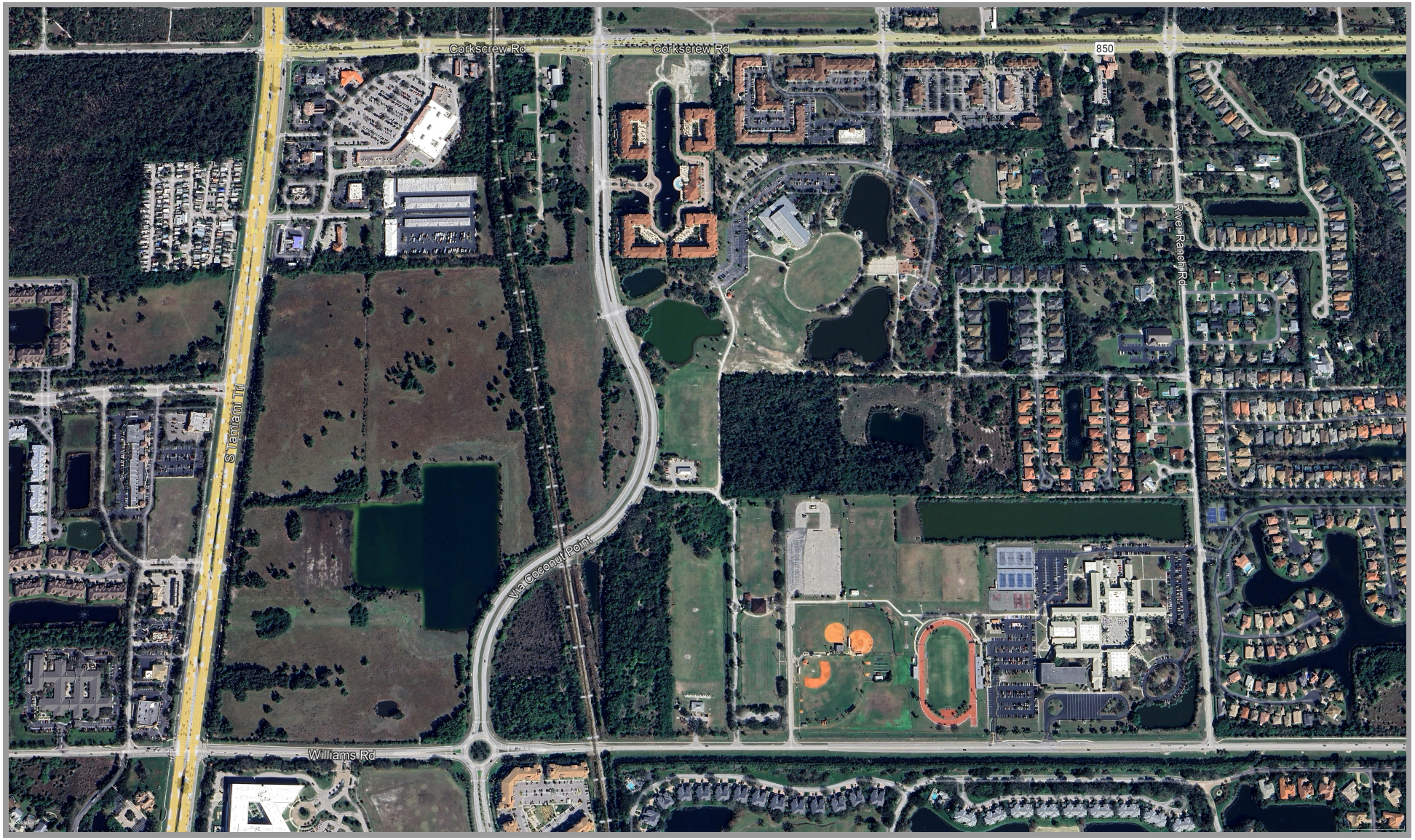
Financial Impact:

The financial impact for this contract is $169,745 (contract amount plus 10% contingency). This contract will be funded via the Fiscal 2024-2025 Estero High School Improvements Budget ($6,720,000).

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Contract EC2022-43 TA 01


Corkscrew Rd
Corkscrew Rd
850
River Ranch Rd
S Tamiami Trl
Via Coconut Point
Williams Rd

Change Order/Task Order Request

Project Name: Lee County Maintenance Facility Architect Services

Contractor/Vendor: GMA Architects

Contract No.: EC 2022-43 TO No 1 CO No.

Account Number: _____

Project String: _____

Total Fees: $154,425

Brief Description: The Contractor will provide design and permitting services in accordance with Exhibit A for the Fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number.

Recommend Competition Waived: Y / (NA)

GMA Architects	Village of Estero
By: _____	By: _____
Name: _____	Name: Steve Sarkozy
Title: _____	Title: Village Manager
Date: _____	Date: _____

Attachment:
Exhibit A

December 2, 2024

Mr. David Willems
Public Works Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33326

GMA ARCHITECTS PLANNERS

Re: Maintenance Building at Estero Park for LCPR
9200 Corkscrew Palms Blvd.
Estero, FL 33928

Dear Mr. Willems,

GMA Architects & Planners (GMA) is pleased to present the following proposal for Civil, Architectural, Structural and MEP engineering services for the above-referenced project:

Section 1 PROJECT DESCRIPTION

The project will consists of a single story building approximately 2,800 square feet replicating the current Lee County Parks and Recreation maintenance building which includes three drive-through equipment bays, one office, and one break room with attached restroom and shower. Structural system and wind load design above building code minimum is to be determined with the Village and Lee County Parks.

The new site and site program will be determined with the Village and Lee County Parks. It is anticipated that the site design is to be similar in scope to the current site providing parking for County staff and equipment, enclosures for landscape materials and the ancillary storage building and shed for tools and small equipment. Incoporation of the storage and shed square footage into the new building is an option and to be determined with the Village and Lee County Parks. Addition of restrooms for park users and/or future concessions, as discussed at the project briefing meeting, to be determined.

At this time we do not anticipate fire protection will be required for the maintenance building.

Section 2 SCOPE OF SERVICES

The scope of work includes standard industry services to develop the project described in Section 1, including Civil Engineering, Architectural Design, Structural, Mechanical, Plumbing and Electrical Engineering.

Civil Engineering and Landscape Architecture are included in this proposal and services are as follows:
Design meetings and coordination; due diligence/schematic design/site planning; onsite civil construction plans, landscape/irrigation plans, Village of Estero Development Order; Planning, Zoning and Design Board meetings; Lee County Utilities approval; SFWMD permit modification; Pre-Construction Coordination; Site construction administration; SWPP/NPDES permit support; As-builts and Certifications/LCU turnover; and reimbursables.

Site surveying is not included in the civil scope of services as it is understood the Village and Lee County Parks have retained surveying services.

GMA Architects & Planners (GMA) will lead the design effort and will coordinate with you for construction standards.

We intend to provide a level of service that is consistent with the quality we strive to achieve on all of our projects. Our fees reflect the person-hours required to serve the project well and are based on the following:

Section 3 TASKS

GMA Architects | 43 Barkley Circle #202 Fort Myers, FL 33907 USA | t 239.275.0225
info@GMAarchitect.com | www.GMAarchitect.com | *Florida State Registration: AA26001694*

Schematic Design
Our work during this phase will include a review of the program, development of the floor plan, and coordination of building exterior elevations for owners' approval. We will develop a schematic outline of architecture in conformance with Florida Building Code Eighth Edition, Florida Fire Prevention Code Eighth Edition and local ordinance compliance. GMA will prepare schematic drawings for review and approval. Upon approval, we will proceed to Design Development.

Design Development
By the end of this phase, we will have finalized all major design, material, and equipment decisions. We will meet with you, the Village representative, LCPR and contractor as required for coordination and quality assurance purposes. GMA will coordinate with the civil engineer and electrical engineer for documents required for the Development Order package including architecturals and photometrics. Upon approval, we will proceed to Construction Documents.

Construction Documents
Once we have obtained your written approval to proceed, our project team will develop final drawings. Complete plans and specifications will comprise the Contract Documents. These documents will be complete and detailed to the level necessary to obtain a building permit and construct the project. All final construction costs should be determined at this point and we will assist you with the review of this pricing; however, if value engineering requires GMA and/or consultants to re-visit Design Development or Construction Documents, an additional cost will apply.

Permitting and Bidding
GMA and consultants will respond to questions by the permitting agency, General Contractor, and sub-contractors. We will formally respond to code-related comments from the permitting agency. If needed, we will provide supplemental documents required for permitting and bidding.

Construction Contract Administrative Support Services
Upon the initiation of construction, GMA will provide construction administration services as follow:

1. Shop Drawing Review involves evaluation of technical submittals to check for compliance with the Contract Documents and other submittals necessary to execute the work.
2. Contract Administration includes such activities as response to Requests for Information, response to Code Official initiated issues in process, Field Reports, review of test reports, evaluation of substitutions of materials or systems, verification of pay request, and monitoring of construction schedule.
3. Construction Observation includes site visits during construction to observe that the work is proceeding according to the construction documents and specifications and participation in monthly project meetings, we have budgeted 2 visits per month.

Section 4 ARCHITECT'S BASIC SERVICE COMPENSATION

We have based the following fees on the assumed scope of services and expectations of the project as you described to us. Compensation for the above scope will be as follows:

Civil, Architectural and Engineering Fees:		
Civil Engineering (Scope per Section 2)	$ 91,425.00	
Architectural and Engineering Fees:		
Schematic Design	$ 12,000.00	
Design Development	$ 9,000.00	
Construction Documents	$ 27,000.00	
Permitting and Bidding	$ 3,000.00	
Construction Administration	$ 12,000.00	See Note 1
A Total Fee (not to exceed)	**$ 154,425.00**	

*3D Full colored renderings will be at a fee of $1,500 per view as requested.

Note 1: Construction Administration will be provided and invoiced monthly for Shop Drawing Review and Contract Administration. Two (2) site observation visits and one (1) OAC (Owner-Architect-Contractor) meetings are expected to occur monthly; based on 8 months of construction. Prior to Certificate of Occupancy, a walk-through site visit to develop a final "punch list" is also included in the scope. Additional Site visits and/or OAC Meetings will be billed per our hourly rates in accordance with our attached Standard Rate Schedule, Exhibit A.

Section 5 ADDITIONAL SERVICES

Other Design Services

Some Design Services are excluded, as the project scope does not appear to require them. GMA will be pleased to submit a fee proposal if the client requests other design services. This agreement does NOT include Interior Design beyond the selection of basic interior finishes (floor, wall, and ceiling finishes); it does NOT include art selection, furniture selection or layout. We will include Room Finish Schedules indicating base finishes selected by the Architect and approved by the Owner for each space.

Other Additional Services

Services excluded from the Architect's and Consultants' Basic Services: surveying, changes in the scope of the project, filing fees to be paid to the building department or any other agency; specialty consultants such as lighting, audio/visual, acoustic, specialty, traffic studies, or environmental; detailed cost estimates; Interior Design, furniture purchasing and installation services; affidavits; representation for change of land use, re-zoning and any other service not specifically outlined in this proposal. Structural and MEP engineer's site visits during construction are not included.

Revisions to previously approved documents may result in additional fees.

If required, we will provide a proposal for Additional Services, or these services may be compensated pursuant to Exhibit A, Charge Rate Schedule (2022).

Owner Responsibilities

It is assumed that the Client will provide a survey and data on all existing conditions and utilities for equipment connection and coordination.

Reimbursable Expenses

All out of pocket expenses incurred by the Architect and their consultants shall be considered reimbursable expenses and be billed monthly. These items include, but are not limited to: document reproduction, postage, plotting, messenger services, out-of-town trips, transportation.

Termination

The Owner has the right to cancel this contract at any time upon seven (7) days written notice. The Owner will be responsible for payment of architectural work and reimbursables incurred from the date of termination. The Architect has the right to cancel the contract for non-payment beyond 45 days from the invoice, with notice to cease work giving the Owner 10 days to make the payment.

Attached are GMA's Standard Conditions for Design Professional Services (Exhibit B) which shall act as the basis for an Agreement. Additional Services will require the Owner's prior approval and will be billed in accordance with the attached Charge Rate Schedule (Exhibit A).

This proposal is valid for 45 days upon submittal.

By executing this Work Order, you are authorizing this office to proceed with the work outlined herein.

GMA Architects | 43 Barkley Circle #202 Fort Myers, FL 33907 USA | t 239.275.0225 f 239.275.7123
info@GMAarchitect.com | www.GMAarchitect.com | *Florida State Registration: AA26001694*

Section 6 **DESIGN SCHEDULE**

The design team is able to begin information gathering, meetings with stakeholders and schematic design work on 12/16/24. Dedicated production of the site development documents to begin 2/3/2025 with anticipated completion of the Development Order package 3/17/2025 which would be concurrent with Design Development drawings. Construction documents for the building(s) would be ready by 5/1/2025. Every effort will be made to adhere to this schedule for design and production, however GMA can not anticipate delays due to departmental reviews, approvals, requested information from owner's consultant(s) which may impact production.

We appreciate this opportunity and look forward to continuing to work with you.

Sincerely,

GMA Architects & Planners

Noel Hernandez

Noel Hernandez
Project Architect

Authorization of:

Signature: _____

Name: _____

Date: _____

GMA Architects | 43 Barkley Circle #202 Fort Myers, FL 33907 USA | t 239.275.0225 f 239.275.7123
info@GMAarchitect.com | www.GMAarchitect.com | *Florida State Registration: AA26001694*

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

Lee County Maintenance Facility Construction Manager at Risk

Motion to approve Construction Manager at Risk agreement between Village of Estero and Chris-Tel Construction, Inc. for Lee County Maintenance Facility at The Estero Community Park and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Background:

On November 6, 2024, the Village Council approved an Interlocal property sales agreement with Lee County. The Village will purchase 25.5 acres of property from Lee County for $700,000. A condition of the sale is the Village will relocate the County's existing maintenance facility from the purchase property to the remaining property owned by Lee County.

The Village Council previously approved a contract with Manhattan Construction to provide Construction Manager at Risk Services (CMAR) on an as needed basis.

Description:

The Village Staff is proposing to hire Chris-Tel Construction to provide CMAR services for the Lee County Maintenance Facility project. Chris-Tel will manage the construction of the maintenance facility and provide valuable input during the project's design and permitting phases. Following is a summary of the services described in the attached contract.

Review Plans
Provide cost savings/constructability input
Project Budgets (30%, 60%, and 100% design plans)
Project Schedules
Bidding
Guaranteed Maximum Price

Action Requested:

Motion to approve Construction Manager at Risk agreement between Village of Estero and Chris-Tel Construction, Inc. for Lee County Maintenance Facility at The Estero Community Park and to authorize the Village Manager to execute the agreement and any related documents or amendments as may be necessary, except for the Guaranteed Maximum Price amendment, which will be approved by Council, at a later date.

Process and Timeline:

Chris-Tel will provide preconstruction services for the project throughout the project's design and permitting, providing input, scheduling and cost estimates.

Chris-Tel will bid the project after final construction documents are provided by the project Architect.

Financial Impact:

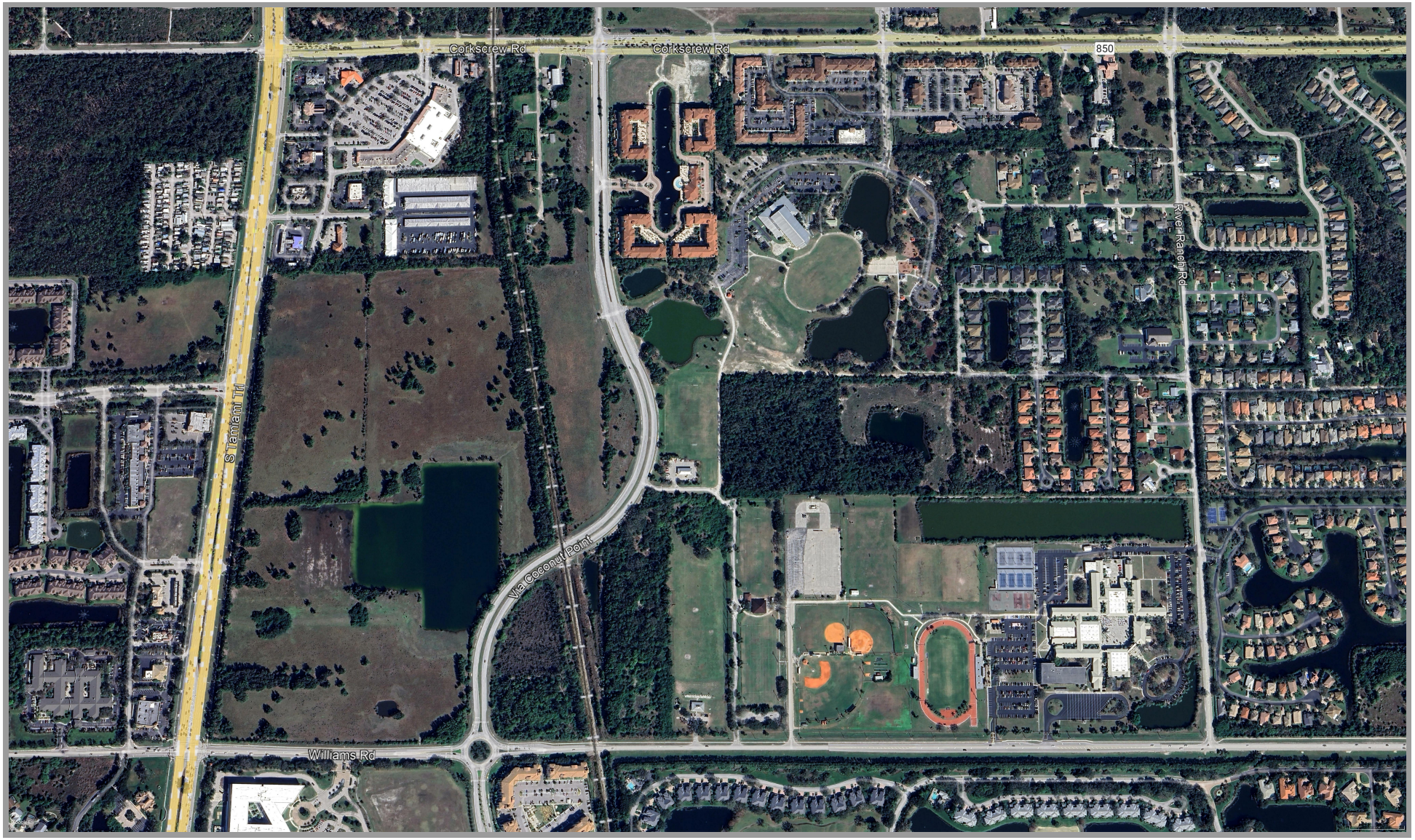
The financial impact for pre-construction services is $29,380. Funding for the preconstruction services will be provided via the Fiscal Year 2024-2025 Estero High School Improvements Budget ($6,720,000).

The Village Council will approve the Guaranteed Maximum Price (GMP) for project construction at a future Council meeting.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Lee County Maintenance Facility CMAR Contract
3. Maintenance Building Preconstruction Proposal


Corkscrew Rd
Corkscrew Rd
850
River Ranch Rd
S Tamiami Trl
Via Coconut Point
Williams Rd

AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

Chris Tell Construction
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
COUNTY MAINTENANCE BUILDING CONSTRUCTION/DEMOLITION

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of December, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Chris Tel Construction, Inc. a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, The Village of Estero purchased approximately 25 acres of property from Lee Couty adjacent to the property the Village leased from the Lee County School District; and

WHEREAS, The sale agreement between the Village of Estero and Lee County requires the Village to relocate the County's maintenance facility onto the remaining property owned by Lee County; and

WHEREAS, The existing County maintenance facility must be relocated to accommodate the Estero Sports Park; and

WHEREAS, based on the sale agreement, the Village staff has identified the scope of work to be performed as the demolition of the existing maintenance facility and construction of a new maintenance facility ("the Project"); and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Owner to piggyback agreements, including construction management agreements which have been competitively procured in accordance with the requirements of Florida Statutes § 255.103 (authorizing a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which construction managers are to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of a construction project); and

WHEREAS, pursuant to this authority, the Owner entered into that certain Piggyback Agreement for Construction Management at Risk Services with Construction Manager to provide general construction management services to the Owner during a fixed term, subject to adoption of separate project-specific agreements; and

WHEREAS, the Owner has determined that Construction Manager is the most qualified available provider capable of performing the Project within the budget and timeline desired by Owner; and

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

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

ARTICLE 1
GENERAL PROVISIONS

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

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

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

This Agreement
The March 20th 2024 Piggyback Agreement for Construction Management Services between Owner and Construction Manager (including all documents incorporated therein)
Exhibit 1: Pre-Construction Proposal
Exhibit 2: Guaranteed Maximum Price Addenda (negotiated prior to approval of each phase)
Exhibit 3: The General Conditions

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

1.4 PROJECT DESCRIPTION. The Project consists of the construction of a new Lee County Maintenance Facility on the Estero Community Park property to replace the existing maintenance facility that will be demolished as part of the Estero Sports Park project (referred to herein as the Work).

The project is located along the Estero Community Park property directly south of the existing mound on the property (referred to herein as the "Property"). The exact location will be determined during design and permitting.

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction

Phase(s) may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

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

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

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

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

E. PRELIMINARY COST ESTIMATES.

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

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

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

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

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

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

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The

recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

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

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3 CONSTRUCTION PHASE.

A. GENERAL.

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

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

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

      (a) award a Subcontract,

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

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

B. ADMINISTRATION.

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

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

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

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

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

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

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

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

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

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

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

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

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

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

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

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

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

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

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

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

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

ARTICLE 4
COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION SERVICES

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

4.1 COMPENSATION.

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

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

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

4.2 PAYMENTS.

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

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

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

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

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

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

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

5.3 CHANGES IN THE WORK

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

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

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment

provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

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

B. LABOR COSTS.

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

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

Classification	Name
President	Howard Wheeler

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

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

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

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

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

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

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

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

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

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

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

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

F. MISCELLANEOUS COSTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7. Costs incurred in the performance of Preconstruction Services.

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

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

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

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

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

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

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS.

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

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

N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7.2 FINAL PAYMENT.

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

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

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

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

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

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

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

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

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

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

ARTICLE 8
INSURANCE AND BONDS

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

8.2 PAYMENT AND PERFORMANCE BOND.

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

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

ARTICLE 9
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To the Construction Manager:
Howard Wheeler, President
Chris Tel Company of Southwest Florida, Inc.
2534-A Edison Avenue
Fort Myers, Florida 33901
Email:

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

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Chris Tel Construction	**Village of Estero**
By: _____	By: _____
Howard Wheeler, President	Steve Sarkozy, Village Manager

EXHIBIT 1: PRE-CONSTRUCTION PROPOSAL

EXHIBIT 2: GURANTEED MAXIMUM PRICE ADDENDUM

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

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

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village 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 ($_____) and the Construction Manager's Fee (_____), is a total of _____ dollars ($_____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

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

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

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

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

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

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

(g) Exhibit G. Affidavit of No Conflict;

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

(i) Exhibit I. Payment and Performance Bond;

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

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

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

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

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

[Signature Page to Follow]

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

Chris-Tel Construction

By: _____
Howard Wheeler, II, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

EXHIBIT 3: THE GENERAL CONDTIONS

CHRIS-TEL CONSTRUCTION

December 12, 2024

David Willems, PE, Public Works Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Re: Preconstruction Services Proposal – Maintenance Building Construction / Demolition

David:

Thank you for reaching out to our team to assist with estimating, preliminary budgeting and overall preconstruction services for the renovation work to be done for the Maintenance Building project for the Village of Estero, located at Via Coconut Road, Estero, Florida. Our team is pleased to provide you with our proposal for these services.

PRECONSTRUCTION SERVICES

During Preconstruction, our team will provide you with a preliminary schematic budget (30% Construction Documents), a Design Development budget (60% Construction Documents) and a determination of Guaranteed Maximum Price (GMP) at 100% Construction Documents along with any ancillary Value Engineering for cost savings measures. Chris-Tel Construction will submit for building permits once 100% Construction Documents are received at owner's expense. The cost is indictive of the scope of services for preconstruction services as stated above based on a SIX (6) month timeframe, which includes coordination with the design team throughout this process.

Preconstruction and Estimating Services Cost **$ 29,380.00**

We look forward to working with you on this project. If you have any questions on the attached, please feel free to reach out to me directly. Thank you.

Sincerely,

Howard L. Wheeler, II
President

2534-A Edison Avenue | Fort Myers, FL 33901 | (239) 226-0500 P | (239) 226-0503 F | www.ChrisTelConstruction.com

GENERAL CONTRACTORS LICENSE # CGC038604

Village of Estero
Maintenance Building

CHRIS TEL CONSTRUCTION

Preconstruction Services Labor Cost Breakdown
December 12, 2024

Personnel	2025								Total	%
	Jan	Feb	Mar	April	May	June	Hours	Rates	Amount	Involvement
Project Executive	5	5	5	5	5	5	30	$ 283	$ 8,490	3.02%
Senior Project Manager	0	0	0	0	0	0	0	$ 139	$ -	0.00%
Project Manager	5	0	5	0	10	0	20	$ 108	$ 2,160	2.02%
Project Manager - Scheduler	0	0	5	0	5	0	10	$ 150	$ 1,500	1.01%
Estimator	10	10	40	20	40	30	150	$ 97	$ 14,550	15.12%
Project Coordinator	0	0	5	0	5	10	20	$ 57	$ 1,140	2.02%
Total	20	15	60	25	65	45	230		$ 27,840	

	Project Site Visits and Owner Meetings		DD (60%) Budget Pass		Receive CDs and prepare bid packages for sub bidding	GMP Determined and submitted to VOE for approval	
Total Hours Billed per month	20	15	60	25	65	45	230
Total Work Hours in Month	168	152	168	176	168	160	992

Village of Estero
Maintenance Building

December 12, 2024

Preconstruction Services Labor Cost Breakdown - Detail Summary

Code	Description	Quantity	Unit	Unit Cost	Amount	Total Cost
011600	PROJECT EXECUTIVE					8,490
	Project Executive	30	hrs	283	8,490	
011690	SR PROJECT MANAGER					0
	SR Project Manager	0	hrs	139	0	
011701	PROJECT MANAGER					2,160
	Project Manager	20	hrs	108	2,160	
011701	PROJECT MANAGER - SCHEDULER					1,500
	Project Manager -Scheduler	10	hrs	150	1,500	
017516	ESTIMATING					15,690
	Estimator	150	hrs	97	14,550	
	Project Coordinator	20	hrs	57	1,140	
	Subtotal Salaried Costs					**27,840**
001113	LEGAL ADVERTISEMENTS					1,200
	Legal Ad for Bidding	1	ls	1,200	1,200	
015235	POSTAGE & FAST MAILING					150
	Mail	6	mo	10	60	
	UPS	6	mo	15	90	
015230	OFFICE SUPPLIES					90
	Office Supplies	6	mo	15	90	
015230	PLAN REPRODUCTION					100
	Plans & Specs Reproduction - Precon	1	ls	100	100	
	Subtotal Other Costs					**1,540**
TOTAL PRECONSTRUCTION SERVICES COSTS					**$**	**29,380**

CHRIS-TEL CONSTRUCTION

Attachment "A"
BILLABLE RATES

04-10-2024

The following Chris-Tel Construction titled employees' time spent working on the project will be billed to the project at the fixed rates listed below. These rates include all labor, labor burden, and fringe benefits costs.

POSITIONS	RATE/HR
PROJECT DIRECTOR	283
DIRECTOR OF OPERATIONS	177
CONSTRUCTION OPERATIONS MANAGER	151
SENIOR PROJECT MANAGER	139
PROJECT MANAGER I	108
PROJECT MANAGER II	119
PROJECT MANAGER – SCHEDULER	150
ASSISTANT PROJECT MANAGER	73
PROJECT ENGINEER	44
FIELD OPERATIONS MANAGER	147
SENIOR SUPERINTENDENT	150
SUPERINTENDENT I	104
SUPERINTENDENT II	125
ASSISTANT SUPERINTENDENT	76
CARPENTER	81
LABOR FOREMAN	33
LABORER	30
PROJECT COORDINATOR	57
CONSTRUCTION ADMINISTRATOR	61
DOCUMENT CONTROL SPECIALIST	73
INTERN	38
MANAGER – ESTIMATING	180
SENIOR ESTIMATOR	137
ESTIMATOR	97
JUNIOR ESTIMATOR	88
MANAGER – CONTINUING CONTRACTS	164
SAFETY MANAGER	108
MANAGER – BIM/VDC	125
SENIOR BIM/VDC COORDINATOR	97
BIM/VDC COORDINATOR	88
IT SPECIALIST	86
MANAGER - ACCOUNTING	76

CHRIS TEL CONSTRUCTION

Attachment "A"
BILLABLE RATES

04-10-2024

ACCOUNTING LEAD	58
PROJECT ACCOUNTANT	58
DIRECTOR, STRATEGIC DEVELOPMENT	175
MANAGER, STRATEGIC DEVELOPMENT	131
SENIOR MARKETING COORDINATOR	79
MARKETING COORDINATOR	51
V.P. OF FINANCE & ADMINISTRATION	175
MANAGER, HUMAN RESOURCES	95
HUMAN RESOURCES ASSISTANT	57
ADMINISTRATION	57

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 18, 2024

Agenda Item:

Estero Sports Park Permitting Contract

Approve EC 2022-24 TA 11 in the amount of $200,000 for Atwell to provide Design and Permitting Services for the Estero Sports Park.

Approve a $20,000 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:

The Village of Estero Parks, Recreation, and Open Space Master Plan recommends the creation of an active sports park around Estero High School. Consistent with this recommendation, the Village of Estero has worked to assemble approximately 100 acres of property which includes 46.5 acres of Village owned property and 52.8 acres of School District of Lee County. A location map is attached.

In October 2024, The Village hired Perez Planning to create a Sports Park Master Plan on the approximately 100-acres of property. A copy of the concept plan approved by Village Council is attached.

Description:

In an effort to expedite the project, Village Staff is recommending the Village hire Atwell to design and permit the Estero Sports Park. Atwell will use the concept plan created by Perez as the basis for their engineering design.

Note: This contract does not include the preparation of construction documents. Construction documents will be created through a separate contract.

The following is a summary of the proposed services outlined in the attached contract.

- Meetings
- Engineering Plans
- Drainage Calculations
- Wetland & Wildlife Surveys
- Florida Connected Bat Acoustic Survey
- Respond to Agency Questions

Action Requested:

Approve EC 2022-24 TA 11 in the amount of $200,000 for Atwell to provide Design and Permitting Services for the Estero Sports Park.

Approve a $20,000 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:

The consultant is expected to take approximately 2-3 months to prepare the permit application and submit it to SFWMD and USACE.

Permitting timeline is dependent upon the review agencies. However, it is expected to take up to three submittals to address all agency comments. The permit is expected to be issued approximately 6-9 months after the application is submitted.

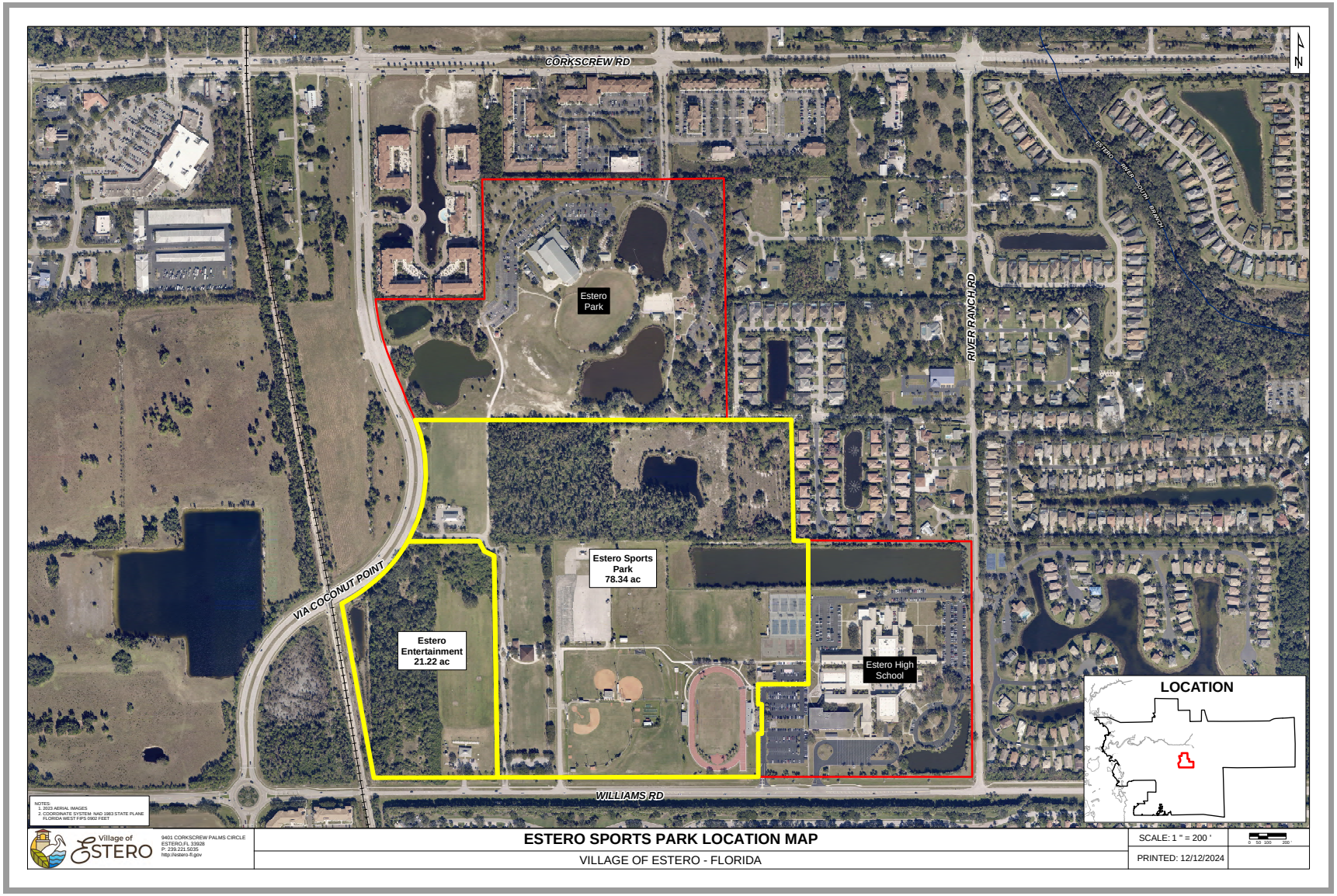
Financial Impact:

The financial impact for this contract is $220,000 (contract amount plus 10% contingency). This contract will be funded via the Fiscal 2024-2025 Estero High School Improvements Budget ($6,720,000).

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Estero Sports Park Concept Plan
3. Contract EC 2022-24 TA 11


CORKSCREW RD
Estero Park
RIVER RANCH RD
Estero Sports Park 78.34 ac
Estero Entertainment 21.22 ac
Estero High School
VIA COCONUT POINT
WILLIAMS RD
LOCATION
NOTES:
1. 2023 AERIAL IMAGES
2. COORDINATE SYSTEM: NAD 1983 STATE PLANE FLORIDA WEST FIPS 0902 FEET
Village of ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
P: 239.221.5035
http://estero-fl.gov
ESTERO SPORTS PARK LOCATION MAP
VILLAGE OF ESTERO - FLORIDA
SCALE: 1 " = 200 '
PRINTED: 12/12/2024


1 250'x500' MULTI USE FIELD
2 STADIUM SEATING
3 BOARDWALK
4 PAVILLION
5 PAVILLION + EVENT LAWN
6 ±3.75 ACRE EVENT LAWN
7 PLAYGROUND
8 SPLASH PAD
9 SOFTBALL FIELD
10 BASEBALL FIELD
11 BASEBALL/SOFTBALL STANDS
12 STADIUM CONCESSIONS
13 JROTC TOWER
14 SHOT PUT/POLE VAULT
15 FLEX LAWN
16 HOME STADIUM SEATING
17 POND
18 CULVERT
19 DRIVING RANGE
20 ENTRY SCULPTURE
21 FOOD TRUCK PARKING
WILDCATS
ESTERO
1 250'x500' MULTI USE FIELD
2 STADIUM SEATING AREA
3 BOARDWALK
4 PAVILLION
5 PAVILLION + EVENT LAWN
7 DESTINATION PLAYGROUND
8 SPLASH PAD
11 BASEBALL/SOFTBALL STANDS
0 100'
SCALE: 1"= 100'
MASTER PLAN CONCEPT
ESTERO SPORTS PARK MASTER PLAN
ESTERO, FLORIDA
Weston & Sampson
transform your environment

Change Order/Task Order Request

Project Name: Estero Sports Park Permitting

Contractor/Vendor: Atwell

Contract No.: EC 2022-24 TO No 11 CO No.

Account Number: _____

Project String: _____

Total Fees: $200,000

Brief Description: The Contractor will provide design and permitting in accordance with Exhibit A for the Fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number.

Recommend Competition Waived: Y / NA

Atwell	Village of Estero
By: _____	By: _____
Name: _____	Name: Steve Sarkozy
Title: _____	Title: Village Manager
Date: _____	Date: _____

Attachment:
Exhibit A

EXHIBIT A

SCOPE OF WORK FOR ESTERO SPORTS PARK SFWMD PERMITTING

Based upon our understanding of project requirements and discussions with you we have developed the following scope of services:

TASK 01: SFWMD ERP PERMIT:

- Prepare, submit, and support an ERP Application to the South Florida Water Management District (SFWMD).
- Attend pre-application meetings and/or meetings with SFWMD and Client as requested or required for the project.
- Based on final site plan, prepare water management plans. Plan sheets will include, but are not limited to:
  - Cover Sheet
  - Aerial/Existing Conditions
  - FLUCCS Plan (Info. By others)
  - Master Drainage Plan
  - Detailed Grading Plans
  - Cross Sections
  - Control Structure Details
  - Drainage Details
  - SWPPP/BMP Plan
  - General Notes and Land Use
- Based on final site plan, prepare water management engineering report and calculations, land use summary, site grading minimums.
- Prepare nutrient loading calculations based on the project's outfall into an impaired water body.
- Finalize reports, plans, and submittal package for the ERP modification application.
- Coordinate submittal documents with subconsultants as required by the project.
- Coordinate with staff during the review of the application and submitted information.
- Prepare, coordinate, and submit responses to Requests for Additional Information (RAI). The estimated fee assumes a maximum of three (3) RAI responses. Additional RAI responses will be billed at an hourly rate.
- Review permit post approval and prepare punch list of preconstruction items.

TASK 02: COORDINATION:

- General project coordination of project deliverables and scheduling.
- Coordinate with the subconsultants as needed.

TASK 03: SFWMD AND CORPS PERMITTING SERVICES (SUBCONSULTANT):

Flag the previously identified on-site jurisdictional wetlands and surface waters within the project limits in accordance with South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (Corps) methodologies in preparation for a Formal Wetlands Jurisdictional Determination application with the SFWMD. Services include submittal of the application for SFWMD review and one on-site review with the agency to verify the limits of the flagged wetlands.

Provide environmental support services and prepare the environmental permitting information required for obtaining an Individual Environmental Resource Permit (ERP) from the SFWMD and a 404 NPR (No Permit Required) from the Corps. Services include preparation of an Environmental Supplement to be added to the previously created Environmental Site Assessment Report which will include an agency-approved jurisdictional wetlands determination, a wetlands and/or surface water impact determination, functional assessment, and mitigation analysis. It will also include coordination and attendance at one on-site meeting with SFWMD staff, and one response to a request for additional information from the agency for permit issuance. An individual Section 404 permit from the Corps is not anticipated and the associated requirements are not included in this scope of services.

*Additional fees to be paid by the Client include the SFWMD permit fee (estimated at $1,000) and a survey signed and sealed by a professional surveyor of the wetland line once approved by the SFWMD.

TASK 04: FLORIDA BONNETED BAT ACOUSTIC SURVEY AND U.S. FISH AND WILDLIFE SERVICE (FWS) TECHNICAL ASSISTANCE (SUBCONSULTANT):

Conduct Florida bonneted bat surveys in accordance with the 2024 Florida Bonneted Bat Guidelines published by the FWS. Field data collection will include site reconnaissance to establish locations for placement of acoustic sampling equipment, equipment set up and pick up, data download and analysis. The survey will establish 5 survey stations and include 9 sampling nights per the 2024 guidelines.

A technical assistance request will be submitted to the FWS to coordinate the results of the acoustic survey and determine what conservation measures and / or mitigation may be required to not adversely affect the Florida Bonneted Bat. Please note, it is not anticipated additional survey efforts, and an Incidental Take Permit will be required from the FWS, and the associated requirements are not included in this scope of services.

TASK 05: MISCELLANEOUS ENVIRONMENTAL SERVICES (SUBCONSULTANT):

Provide miscellaneous environmental services as requested which may include attendance at team coordination meetings, agency pre-application meetings, Village Council meetings, and public workshops.

EXHIBIT B

Scope & Fee Proposal Work Authorization – Services

Task	Task Description	Original Fee	Type	Initial
01	SFWMD ERP Permit	$115,000	TME - NTE	
02	Coordination	$10,000	TME - NTE	
03	SFWMD and Corps Permitting Services (subconsultant)	$34,000	TME - NTE	
04	Florida Bonneted Bat Acoustic Survey (Subconsultant)	$29,500	TME – NTE	
05	Miscellaneous Environmental Services (Subconsultant)	$6,500	TME - NTE	
98	Reimbursable Expenses	$5,000	TME - NTE	
	Total:	$200,000		

FF = Fixed Fee
TME = Time & Materials
TME - NTE = Time & Materials Not to Exceed
FF&D = Fixed Fee + Direct Expense Reimbursables

ATWELL

2024 PROFESSIONAL SERVICES FEE SCHEDULE REAL ESTATE & LAND DEVELOPMENT	
PROJECT MANAGEMENT SERVICES	
Senior Project Manager	$255/hour
Project Manager I-III	$212 to $240/hour
Associate Project Manager I-II	$178 to $195/hour
Project Coordinator I-III	$105 to $137/hour
ENGINEERING & PLANNING SERVICES	
Senior Technical Advisor	$325/hour
Senior Project Engineer	$223/hour
Engineer/Designer I-V	$141 to $212/hour
Planner/Designer I-V	$141 to $212/hour
Technician I-V	$65 to $126/hour
SURVEYING & MAPPING SERVICES	
Senior Project Surveyor	$223/hour
Project Surveyor I-V	$141 to $212/hour
Senior Crew Chief	$164/hour
Crew Chief I-III	$109 to $146/hour
Crew Member I-II	$80 to $95/hour
Certified sUAS Pilot	$190/hour
Technician I-V	$65 to $126/hour
GIS Services	$113 to $170/hour
ENVIRONMENTAL & ECOLOGICAL SERVICES	
Senior Environmental/Ecological Consultant	$223/hour
Environmental Consultant I-V	$141 to $212/hour
Technician I-V	$65 to $126/hour
PROGRAM MANAGEMENT & CONSTRUCTION ADVISORY SERVICES	
Program Manager I-II	$270 to $282/hour
Senior Construction Manager	$225/hour
Construction Manager I-II	$195 to $212/hour
Construction Engineer I-II	$138 to $175/hour
Construction Coordinator	$128/hour
Estimating Services	$178 to $212/hour
Safety Coordinator	$142/hour
MISCELLANEOUS	
Project Controller Services	$102 to $124/hour
Project Executive	$325/hour
Expert Witness	$250/hour
Expert Testimony	$325/hour

In addition to the labor rates shown above, reimbursable expenses shall be charged in accordance with the attached rate schedule.

ATWELL, LLC
Professional Services | Real Estate & Land Development
2024 Fee Schedule
Page 1 of 2

ATWELL

2024 PROFESSIONAL SERVICES NON-LABOR CHARGES REAL ESTATE & LAND DEVELOPMENT	
OFFICE	
24” X 36” bond black and white plots/copies	$2.50/each
24” X 36” bond black and white mylars	$15/each
24” X 36” color imagery plots/copies	$26/each
24” X 36” standard color plots/copies	$15/each
8.5” X 11” black and white plots/copies	$0.25/each
8.5” X 11” color plots/copies	$1.50/each
11” X 17” black and white plots/copies	$0.75/each
11” X 17” color plots/copies	$3.00/each
County GIS Data	cost + 10%
Postage & Shipping	cost + 10%
Recording Fees	cost + 10%
FIELD EQUIPMENT	
Laser Scanner	$650/day
Photoionization Detector (PID)	$115/day
4-Gas Monitor w/ Remote Sensor	$85/day
UTV + Trailer	$100/day
Boat	$300 to $600/day
Unmanned Aircraft System (UAS) Drone (Camera)	$175/day
Unmanned Aircraft System (UAS) Drone (LIDAR)	$1,750/day
FIELD MATERIALS	
Wood Stakes	$1.25/stake
Iron Pipes	$3.50/pipe
Monuments	cost + 10%

*Travel costs as noted, unless otherwise agreed to as a per diem charge per contract.
**All permit, application, and submittal fees shall be paid directly by the client.