



Village of
ESTERO

**VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET**

APRIL 2, 2025, 09:30 AM



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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
April 2, 2025, 09:30 am

Village Council: District 1 - Joanne Ribble, Mayor; District 2 - Jeff Hunt; District 3 - Jon McLain; District 4 - Lori Fayhee; District 5 - Rafael Lopez; District 6 - Jim Ward; District 7 - George Zalucki, Vice Mayor

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATION

a. Arbor Day

Attachment: [3 a Arbor Day Proclamation April 25.pdf](#)

b. Estero High School - Cambridge International Scholar Award and Cambridge Scholar Award with Merit

Cambridge Scholar Award with Merit

Natalia Gonzalez Cabrera

Amelia Krupp

Katelyn Kuieck

Meghan Lay

Jiya Naik

Jennifer Pichardo

Attachment: [3 b 1 Estero High School Students.pdf](#)

Attachment: [3 b 2 Natalia Gonzalex Cabrera.pdf](#)

Attachment: [3 b 3 Amelia Krupp Cambridge Award with Merit.pdf](#)

Attachment: [3 b 4 Katelyn Kuieck Cambridge Award with Merit.pdf](#)

Attachment: [3 b 5 Meghan Lay Cambridge Award with Merit.pdf](#)

Attachment: [3 b 6 Jiya Naik Cambridge Award with Merit.pdf](#)

Attachment: [3 b 7 Jennifer Pichardo Cambridge Award with Merit.pdf](#)

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. March 19, 2025 Village Council Meeting Minutes

Attachment: [03192025.pdf](#)

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Resolution No. 2025-06 Miromar Square Plat (PLT2024-E001)

A Resolution of the Village Council of the Village of Estero, Florida, Approving Miromar Square Plat; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action

Motion to Approve Resolution No. 2025-06

Financial Impact

No financial impact

Attachment: [SS Miromar Square PLT2024-E001.pdf](#)

Attachment: [1-PLT2024-E001 Staff Report.pdf](#)

Attachment: [2-DRAFT Resolution 2025-06.pdf](#)

Attachment: [3 23-261-PLT.004.pdf](#)

Attachment: [4 Exhibit showing access changes.pdf](#)

b. First Amendment to Public Improvement agreement between Village of Estero and High 5 Up Top, LLC

Recommended Action

Action Requested: Motion to adopt the First Amendment.

Financial Impact

N/A

Attachment: [SS Estero High 5 Public Improvement Agreement.pdf](#)

Attachment: [1 Estero High 5 Public Improvement Agreement Amendment.pdf](#)

c. Sports and Entertainment Public Private Partnership (P3 Solicitation)

Recommended Action

Staff is requesting that the Village Council authorize a deeper solicitation process to search for additional, complimentary sports, entertainment and recreational partners within the Village Center Hub.

Financial Impact

There is no immediate cost or financial impact to this project. In the long term, the P3 structure is intended to allow for a measured investment into these P3 relationships that will result in an acceptable return on investment that will be dedicated to offset expenses in operating and maintaining the sports park campus.

Attachment: [SS Sports and Entertainment Public Private Partnership P3 Solicitation .v1.03282025.pdf](#)

Attachment: [1 2025.01.02 Estero Sports Park Master Plan.pdf](#)

d. Estero Entertainment District Design & Permitting Change Order 01

Recommended Action

Motion to approve award of Contract EC 2022-33 Change Order 01 to RWA Engineering to provide additional professional services to update design changes.

Financial Impact

This change order increases the original fee of the project from \$485,045 to \$819,010 (increase of \$333,965).

Attachment: [SS Estero Entertainment Design Permitting Change order 1.pdf](#)

Attachment: [01 Change Order Proposal.pdf](#)

Attachment: [02 2022-32 STA 01 CO 1.pdf](#)

Attachment: [03 Appendix RWA Change Order Map.pdf](#)

Attachment: [4 RWA Site Plan Comparison.v1.tc 03282025.pdf](#)

e. BERT Memorandum of Agreement

Recommended Action

Motion to approve the BERT Memorandum of Agreement and to authorize the Village Manager to approve any minor revisions requested by the other partners to the agreement.

Financial Impact

Total expenditures of the Village are not determined at this stage because of the cost share arrangement and the uncertainty of market costs for certain of the services. However, staff does not anticipate expenses exceeding \$20,000.

Attachment: [SS BERT MOA.pdf](#)

Attachment: [MEMORANDUM OF AGREEMENT - BERT - Estero Edits.pdf](#)

8. FIRST READING

a. First Reading Ordinance No. 2025-03 Repealing Article III of Chapter 10 of the Village Code Regarding Disaster Recovery

An Ordinance of the Village Council of the Village of Estero, Florida, Repealing Article III of Chapter 10 of the Village Code Regarding Disaster Recovery; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action

Motion to approve Ordinance No. 2025-03 on First Reading and schedule Second Reading for April 16, 2025.

Financial Impact

N/A

Attachment: [SS Ord 2025-03 Repeal Article III Chapter 10 Village Code Disaster Recovery.pdf](#)

Attachment: [Ord No 2025-03 Estero Disaster Code Repeal.pdf](#)

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10.VILLAGE ATTORNEY'S REPORT

11.VILLAGE MANAGER'S REPORT

12.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, APRIL 2, 2025, 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.

09:30:33 [SOUNDING GAVEL]
09:30:35 >>Mayor Ribble: GOOD MORNING, EVERYONE.
09:30:36 I'D LIKE TO CALL THE APRIL 2nd, 2025, VILLAGE COUNCIL
09:30:41 MEETING TO ORDER.
09:30:42 I WOULD LIKE TO REMIND EVERYBODY THAT IF YOU HAVE A DEVICE
09:30:45 THAT MAKES NOISE, TO PLEASE SILENCE IT NOW.
09:30:49 IF YOU INTEND TO SPEAK BEFORE COUNCIL, PLEASE MAKE SURE YOU
09:30:53 ARE CLOSE TO THE MICROPHONE AND YOU STATE YOUR NAME AND
09:30:57 ADDRESS.
09:30:58 AT THIS TIME, WE HAVE PASTOR KEVIN MORRIS FROM ESTERO
09:31:01 COMMUNITY CHURCH TO DO OUR INVOCATION.
09:31:03 PASTOR KEVIN, PLEASE.
09:31:05 >> THANK YOU, MADAM MAYOR.
09:31:06 MAY WE ALL BOW OUR HEADS?
09:31:08 LORD GOD, WE COME ASKING FOR YOUR GRACE AND BLESSING FOR THE
09:31:15 VILLAGE OF ESTERO.
09:31:16 GRANT THEM AND US THE WISDOM AND COURAGE TO KNOW AND DO WHAT
09:31:20 IS RIGHT AND GOOD AND TRUE.

09:31:26 MAY THEY AND WE SPEAK OUT WHEN IT IS TIME TO SPEAK OUT AND
09:31:31 LISTEN PATIENTLY AND RECEPTIVELY WHEN IT IS TIME TO LISTEN.
09:31:37 MAY THEY AND WE ALWAYS BE GUIDED BY THE SPIRIT OF COMMUNITY,
09:31:42 BY THE SPIRIT OF RIGHTEOUSNESS, BY THE SPIRIT OF SERVICE AND
09:31:46 BY THE SPIRIT OF LOVE.
09:31:50 MAY YOUR SPIRIT BE AROUND ALL EMPLOYED BY THE VILLAGE, THEIR
09:31:55 FAMILIES, AS WELL AS FOR ALL WHO LIVE AND WORK AND LEARN
09:32:01 WITHIN OUR BORDERS.
09:32:04 MAY WE ALL FIND JOY, PATIENCE, AND ENTHUSIASM IN WHAT WE SAY
09:32:11 AND DO, BY YOUR DIVINE GRACE, AMEN.
09:32:18 >>Mayor Ribble: THANK YOU, PASTOR KEVIN.
09:32:20 WOULD YOU PLEASE STAND NOW FOR THE PLEDGE.
09:32:25 [PLEDGE OF ALLEGIANCE]
09:32:36 OUR VILLAGE MANAGER IS RUNNING A FEW MINUTES LATE BUT WILL
09:32:46 BE HERE SHORTLY.
09:32:46 MADAM CLERK, PLEASE CALL THE ROLL? HERE.
09:32:50 >>Jeff Hunt: HERE.
09:32:52 >>Jon McLain: HERE.

09:32:53 >>Lori Fayhee: HERE.
 09:32:55 >>Rafael Lopez: HERE.
 09:32:56 >>Jim Ward: HERE.
 09:32:58 >>Vice-Mayor Zalucki: HERE.
 09:33:01 >>Mayor Ribble: ITEM NUMBER 2, NEXT ON THE AGENDA IS
 09:33:03 APPROVAL OF THE AGENDA.
 09:33:04 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS OR CHANGES TO THE
 09:33:08 AGENDA?
 09:33:08 I WILL ENTERTAIN A MOTION TO ACCEPT THE AGENDA.
 09:33:15 COUNCILMAN HUNT.
 09:33:19 SECOND BY COUNCILMAN ZALUCKI.
 09:33:20 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
 09:33:25 >>Carol Sacco: COUNCILMEMBER HUNT?
 09:33:26 >>Jeff Hunt: AYE.
 09:33:28 >>Jon McLain: AYE.
 09:33:30 >>Lori Fayhee: AYE.
 09:33:31 >>Rafael Lopez: AYE.
 09:33:33 >>Jim Ward: AYE.
 09:33:34 >>Vice-Mayor Zalucki: AYE.
 09:33:36 >>Mayor Ribble: AYE.
 09:33:37 WE HAVE QUITE A FEW PROCLAMATIONS TODAY.
 09:33:40 THE FIRST ONE IS THE ARBOR DAY PROCLAMATION.
 09:33:44 THIS IS OUR SECOND YEAR CELEBRATING THE NATIONAL HOLIDAY AS
 09:33:48 A TREE CITY USA.
 09:33:50 AS MEMBERS OF TREE CITY USA, THIS PROCLAMATION IS ONE OF THE
 09:33:56 REQUIREMENTS.
 09:33:56 SO PLEASE INDULGE ME HERE FOR A MOMENT.
 09:34:00 THE PROCLAMATION OF THE VILLAGE OF ESTERO: WHEREAS, ARBOR
 09:34:22 DAY IS APRIL 25, 2025; AND WHEREAS, ARBOR DAY IS NOW
 09:34:26 OBSERVED THROUGHOUT THE NATION AND THE WORLD; AND WHEREAS,
 09:34:29 TREES CAN BE A SOLUTION TO COMBATING CLIMATE CHANGE BY
 09:34:33 REDUCING THE EROSION OF OUR PRECIOUS TOPSOIL BY WIND AND
 09:34:39 WATER, CUTTING HEATING AND COOLING COSTS, MODERATING THE
 09:34:43 TEMPERATURE, CLEANING THE AIR, PRODUCING LIFE-GIVING OXYGEN
 09:34:47 AND PROVIDING HABITAT FOR WILDLIFE; AND WHEREAS, TREES ARE A
 09:34:51 RENEWABLE RESOURCE GIVING US PAPER, WOOD FOR OUR HOMES, FUEL
 09:34:55 FOR OUR FIRES, AND COUNTLESS OTHER WOOD PRODUCTS; AND
 09:34:59 WHEREAS, TREES IN OUR VILLAGE INCREASE PROPERTY VALUES,
 09:35:01 ENHANCE THE ECONOMIC VITALITY OF BUSINESS AREAS, AND
 09:35:05 BEAUTIFY OUR COMMUNITY; AND WHEREAS, TREES, WHEREVER THEY
 09:35:09 ARE PLANTED ARE A SOURCE OF JOY AND SPIRITUAL RENEWAL; AND
 09:35:13 NOW, THEREFORE, I, JOANNE RIBBLE, MAYOR OF THE VILLAGE OF
 09:35:16 ESTERO, LEE COUNTY, FLORIDA, DO HEREBY PROCLAIM THAT THE
 09:35:20 VILLAGE RECOGNIZES ARBOR DAY IN THE VILLAGE OF ESTERO, AND I
 09:35:23 URGE ALL CITIZENS TO CELEBRATE ARBOR DAY AND TO SUPPORT
 09:35:27 EFFORTS TO PROTECT OUR TREES AND WOODLANDS.
 09:35:29 IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED
 09:35:41 THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS 2nd

09:35:43 DAY OF APRIL 2025.
 09:35:45 PLEASE JOIN ME FOR A PICTURE, COUNCIL.
 09:36:07 [APPLAUSE]
 09:36:17 AT THIS TIME, I WOULD LIKE TO ACKNOWLEDGE ESTERO HIGH SCHOOL
 09:36:20 AND SOME EXCEPTIONAL STUDENTS THAT WE HAVE HERE TODAY WITH
 09:36:24 THEIR OWN INDIVIDUAL PROCLAMATIONS.
 09:36:26 CAN I HAVE THE PRINCIPAL, JENNIFER BRIDDELL, AND CAMBRIDGE
 09:36:56 COORDINATOR, CAROLYN HUTTO, COME UP AND ACCEPT THE AWARD ON
 09:37:03 BEHALF OF ESTERO HIGH SCHOOL?
 09:37:10 WHEREAS, THE MISSION OF ESTERO HIGH SCHOOL IS TO PROVIDE
 09:37:13 EACH MEMBER OF THEIR DIVERSE STUDENT BODY WITH THE KNOWLEDGE
 09:37:17 AND SKILLS NECESSARY TO SUCCEED IN AN INCREASINGLY COMPLEX
 09:37:21 WORLD; AND WHEREAS, ESTERO HIGH SCHOOL'S VISION IS "WHERE
 09:37:27 STUDENTS COME TO LEARN AND LEAVE TO SUCCEED"; AND WHEREAS,
 09:37:33 22 STUDENTS FROM ESTERO HIGH SCHOOL WERE PRESENTED CAMBRIDGE
 09:37:36 LEARNER AWARDS; SIX STUDENTS EARNED THE CAMBRIDGE SCHOLAR
 09:37:41 AWARD WITH MERIT WITH 3X B GRADES OR HIGHER ON CAMBRIDGE
 09:37:47 INTERNATIONAL AS EXAMS IN ONE EXAM SERIES; 16 STUDENTS WERE
 09:37:51 AWARDED THE CAMBRIDGE INTERNATIONAL SCHOLAR AWARD WITH 3X C
 09:37:56 GRADES OR HIGHER ON CAMBRIDGE INTERNATIONAL AS EXAMS IN ONE
 09:38:01 EXAM SERIES; AND WHEREAS, THE OUTSTANDING CAMBRIDGE LEARNER
 09:38:04 AWARDS ARE A GROUP OF AWARDS ISSUED BY CAMBRIDGE ASSESSMENT
 09:38:08 INTERNATIONAL EDUCATION WHO RECOGNIZE EXCEPTIONAL LEARNER
 09:38:11 ACHIEVEMENT IN CAMBRIDGE EXAMINATIONS AROUND THE WORLD; AND
 09:38:15 WHEREAS, CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION
 09:38:18 QUALIFICATIONS ARE WIDELY RECOGNIZED BY UNIVERSITIES AND
 09:38:23 EMPLOYERS.
 09:38:24 NOW, THEREFORE, I, JOANNE RIBBLE, MAYOR OF THE VILLAGE OF
 09:38:27 ESTERO, LEE COUNTY, FLORIDA, DO HEREBY OFFER SINCERE
 09:38:33 CONGRATULATIONS TO ESTERO HIGH SCHOOL AND THE 22 STUDENTS
 09:38:37 RECOGNIZED FOR OUTSTANDING PERFORMANCE, AS WELL AS WISH THEM
 09:38:40 EVERY SUCCESS IN THE FUTURE.
 09:38:42 IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED
 09:38:49 THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS 2nd
 09:38:51 DAY OF APRIL, 2025.
 09:38:53 PRINCIPAL, THERE YOU GO.
 09:38:59 CONGRATULATIONS.
 09:39:00 [APPLAUSE]
 09:39:00 I'D LIKE TO CALL UP NATALIA GONZALEZ CABRERA, AMELIA KRUPP,
 09:39:15 KATELYN KUIECK, MEGHAN LAY, JIYA NAIK AND JENNIFER PICHARDO
 09:39:23 FOR THEIR INDIVIDUAL PROCLAMATIONS.
 09:39:25 I'M GOING TO READ ONE AND THEN PRESENT EACH ONE OF YOU WITH
 09:39:29 ONE.
 09:39:30 WHEREAS, THESE STUDENTS, SENIORS AT ESTERO HIGH SCHOOL; AND
 09:39:47 WHEREAS, THEY RECEIVED CAMBRIDGE OUTSTANDING LEARNER AWARD
 09:39:52 WITH MERIT 3X B GRADES OR HIGHER ON CAMBRIDGE INTERNATIONAL
 09:39:57 AS EXAMS IN ONE EXAM SERIES.
 09:39:59 WHEREAS, CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION

09:40:03 PREPARES STUDENTS FOR LIFE HELPING THEM DEVELOP AN INFORMED
 09:40:06 CURIOSITY AND A LASTING PASSION FOR LEARNING.
 09:40:08 AND WHEREAS, CAMBRIDGE ASSESSMENT INTERNATIONAL EDUCATION IS
 09:40:12 A PROVIDER OF INTERNATIONAL QUALIFICATIONS OFFERING
 09:40:16 EXAMINATIONS AND QUALIFICATIONS TO 10,000 SCHOOLS IN MORE
 09:40:21 THAN 160 COUNTRIES.
 09:40:23 NOW, THEREFORE, I, JOANNE RIBBLE, MAYOR OF THE VILLAGE OF
 09:40:26 ESTERO, LEE COUNTY, FLORIDA, DO HEREBY OFFER SINCERE
 09:40:30 CONGRATULATIONS AND BEST WISHES TO ALL OF YOU FOR EXCEEDING
 09:40:35 THE STANDARDS WITH HARD WORK AND DEDICATION IN SCHOLASTICS.
 09:40:41 IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND AND CAUSED
 09:40:47 THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS 2nd
 09:40:50 DAY OF APRIL 2025.
 09:40:52 THE FIRST ONE IS NATALIA.
 09:40:57 CONGRATULATIONS.
 09:40:57 [APPLAUSE]
 09:40:57 AMELIA, CONGRATULATIONS.
 09:41:10 [APPLAUSE]
 09:41:10 KATELYN.
 09:41:20 [APPLAUSE]
 09:41:20 MEGHAN.
 09:41:32 [APPLAUSE]
 09:41:32 JIYA.
 09:41:42 [APPLAUSE]
 09:41:42 JENNIFER, CONGRATULATIONS.
 09:41:51 [APPLAUSE]
 09:42:20 >>Mayor Ribble: AGAIN, CONGRATULATIONS TO ALL YOU LADIES.
 09:42:24 [APPLAUSE]
 09:42:24 NEXT ON THE AGENDA, WE HAVE PUBLIC COMMENT ON NON-AGENDA
 09:43:28 ITEMS.
 09:43:29 MADAM CLERK, DO WE HAVE ANYONE?
 09:43:31 >>Carol Sacco: YES.
 09:43:32 MR. TERRY FLANAGAN FROM GRANDEZZA REPRESENTING ENGAGE
 09:43:36 ESTERO.
 09:43:38 >>Mayor Ribble: GOOD MORNING, TERRY.
 09:43:40 >> GOOD MORNING.
 09:43:40 TERRY FLANAGAN, 20310 CALICE COURT, GRANDEZZA.
 09:43:45 I'M SPEAKING ON BEHALF OF ENGAGE ESTERO.
 09:43:47 ENGAGE ESTERO'S MEETING ON MARCH 26 FEATURED INFORMATION AND
 09:43:52 COLLABORATIVE PRESENTATIONS OF THE 2024 ESTERO ROAD TRAFFIC
 09:43:58 SURVEY ROAD RESULTS FROM STEVEN SARKOZY, DAVID WILLEMS AND
 09:44:01 TRAFFIC ENGINEER LEAH HOLMES FROM JOHNSON ENGINEERING.
 09:44:05 THE EVENT WAS NOTABLY SUCCESSFUL WITH ENTHUSIASTIC
 09:44:11 PARTICIPATION FROM 60 RESIDENTS REPRESENTING 12 HOAs
 09:44:15 SHOWCASING STRONG COMMUNITY ENGAGEMENT.
 09:44:17 WE APPRECIATE THE VILLAGE STAFF AND JOHNSON ENGINEERING FOR
 09:44:21 PARTICIPATING IN THIS EVENT.
 09:44:23 RESIDENTS AND PRESENTERS ALIKE POSITIVELY FOCUSED ON

09:44:28 OPPORTUNITIES FOR ENHANCING TRAFFIC FLOWS AND SAFETY AT KEY
 09:44:31 INTERSECTIONS SUCH AS TAMiami TRAIL INTERSECTIONS WITH
 09:44:35 ESTERO PARKWAY, CORKSCREW ROAD, AND COCONUT ROAD AND AT THE
 09:44:40 CORKSCREW ROAD AND THREE OAKS PARKWAY JUNCTION, AN AREA OF
 09:44:45 PARTICULAR CONCERN DUE TO HIGH ACCIDENT RATE.
 09:44:47 THE AUDIENCE ACTIVELY CONTRIBUTED VALUABLE INSIGHTS SHARING
 09:44:51 THOUGHTFUL CONCERNS ABOUT THE IMPACT OF ONGOING
 09:44:54 DEVELOPMENTS, INCLUDING WOODFIELD AND RITZ-CARLTON AT
 09:44:58 COCONUT ROAD.
 09:44:59 RESIDENTS EMPHASIZED COLLABORATIVE SOLUTIONS LIKE PROACTIVE
 09:45:02 TRAFFIC MANAGEMENT AND INFRASTRUCTURE ENHANCEMENTS WITH
 09:45:06 IDEAS LIKE DEVELOPER FUNDING, WIDENING OF COCONUT ROAD WEST
 09:45:10 TO ALLEVIATE COMMUNITY BURDEN.
 09:45:13 A PRODUCTIVE DIALOGUE EMERGED AROUND THE PROJECTED ANNUAL
 09:45:19 GROWTH, TRAFFIC GROWTH RATE WITH RESIDENTS OFFERING
 09:45:22 INSIGHTFUL FEEDBACK SUGGESTING REASSESSMENT TO ENSURE
 09:45:26 ACCURATE PLANNING.
 09:45:27 THE MEETING WAS ENRICHED BY THE EXCHANGE OF INNOVATIVE
 09:45:31 SOLUTIONS PROPOSED BY THE PRESENTATION PANEL, INCLUDING
 09:45:35 ROUNDABOUTS, AI DRIVEN ADAPTIVE TRAFFIC SIGNAL SYSTEMS,
 09:45:40 CLEARER SIGNAGE AND IMPROVED VISIBILITY, ROAD VISIBILITY.
 09:45:46 RESIDENTS CONSTRUCTIVELY SUGGESTED TEMPORARILY PAUSING
 09:45:50 FURTHER DEVELOPMENTS, EMPHASIZING THE IMPORTANCE OF
 09:45:54 PRIORITIZING CRITICAL INFRASTRUCTURE IMPROVEMENTS SUCH AS
 09:45:58 EXTENDING TURN LANES AND COORDINATING TRAFFIC LIGHTS TO
 09:46:01 ENHANCE SAFETY AND EFFICIENCY.
 09:46:03 THE GATHERING UNDERScoreD THE VALUE OF CONTINUED COMMUNITY
 09:46:09 INVOLVEMENT, ENCOURAGED ONGOING COMMUNICATION AND
 09:46:11 COOPERATION AMONG VARIOUS AGENCIES TO ADDRESS REGIONAL
 09:46:16 TRAFFIC CHALLENGES COMPREHENSIVELY.
 09:46:19 THE COLLABORATIVE ATMOSPHERE DEMONSTRATED BY THE VILLAGE'S
 09:46:22 COMMITMENT TO DEVELOPING PRACTICAL, FORWARD-LOOKING
 09:46:26 STRATEGIES BASED ON RESIDENT FEEDBACK AND REALISTIC REGIONAL
 09:46:32 GROWTH PROJECTIONS.
 09:46:33 YOU CAN REVIEW THE RECORDING OF THE MEETING AT OUR WEBSITE
 09:46:35 ON ESTERO.COM.
 09:46:36 AND WE'VE HAD, ALREADY WITHOUT ADVERTISING, AT LEAST 42
 09:46:41 PEOPLE HAVE LOOKED AT THIS ALREADY.
 09:46:43 THANK YOU.
 09:46:45 >>Mayor Ribble: THANK YOU, TERRY.
 09:46:46 >>Carol Sacco: THAT'S IT, MAYOR.
 09:46:48 >>Mayor Ribble: ALL RIGHT.
 09:46:49 WE WILL CONTINUE.
 09:46:51 NEXT ON THE AGENDA, 5A, CONSENT AGENDA, MARCH 19, 2025,
 09:46:57 MINUTES.
 09:46:57 DO ANY COUNCIL MEMBERS HAVE COMMENTS OR CORRECTIONS?
 09:46:59 SEEING NONE, CAN I HAVE A MOTION TO APPROVE THE MINUTES?
 09:47:03 >>Carol Sacco: EXCUSE ME --

09:47:05 >>Mayor Ribble: COUNCILWOMAN FAYHEE.
 09:47:09 >>Carol Sacco: WE HAVE TO HAVE PUBLIC COMMENT.
 09:47:10 >>Mayor Ribble: IS THERE ANY PUBLIC COMMENT?
 09:47:12 >>Carol Sacco: NO.
 09:47:13 SORRY.
 09:47:13 >>Mayor Ribble: MOTION MADE BY COUNCILWOMAN FAYHEE AND
 09:47:16 SECONDED BY COUNCILMAN LOPEZ.
 09:47:20 MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
 09:47:22 >>Jim Ward: AYE.
 09:47:24 >>Rafael Lopez: AYE.
 09:47:27 >>Lori Fayhee: AYE.
 09:47:27 >>Jon McLain: AYE.
 09:47:30 >>Jeff Hunt: AYE.
 09:47:32 >>Vice-Mayor Zalucki: AYE.
 09:47:34 >>Mayor Ribble: AYE.
 09:47:35 WE HAVE NO DEFERRED ITEMS FROM THE CONSENT AGENDA.
 09:47:38 WE'LL GO ON TO ACTION ITEMS.
 09:47:41 7A, RESOLUTION NUMBER 2025-06, MIROMAR SQUARE PLAT, PLT
 09:47:51 2024-E 001.
 09:47:53 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
 09:47:55 >>Carol Sacco: RESOLUTION 2025-06, A RESOLUTION OF THE
 09:47:58 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
 09:48:02 MIROMAR SQUARE PLAT; MAKING RELATED FINDINGS; PROVIDING FOR
 09:48:07 SEVERABILITY AND FOR AN EFFECTIVE DATE.
 09:48:09 >>Mayor Ribble: STEVE, WOULD YOU LIKE TO INTRODUCE THIS,
 09:48:12 PLEASE?
 09:48:12 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
 09:48:14 WITH US TODAY IS CHRIS BAKER, OUR ASSISTANT COMMUNITY
 09:48:18 DEVELOPMENT DIRECTOR, TO EXPLAIN THIS PLAT AT MIROMAR
 09:48:27 SQUARE.
 09:48:27 CHRIS?
 09:48:28 >>Chris Baker: THANK YOU, MR. MANAGER, MAYOR, COUNCIL,
 09:48:31 PLEASURE TO BE WITH YOU.
 09:48:32 THANK YOU.
 09:48:32 JUST HAVE A BRIEF PRESENTATION.
 09:48:34 THIS MORNING I HAVE FOR YOU A PLAT WHICH IS SEEKING TO
 09:48:39 RE-CREATE A LOT IN THE MIROMAR DEVELOPMENT, WHICH IS LOCATED
 09:48:45 JUST IMMEDIATELY EAST OF 75 AND IMMEDIATELY SOUTH OF
 09:48:51 CORKSCREW ROAD.
 09:48:52 IT'S AN EXISTING PROJECT.
 09:48:54 THE INFRASTRUCTURE IS EXISTING.
 09:48:55 WHAT THIS PLAT IS SIMPLY DOING IS REALIGNING, AND YOU CAN
 09:48:59 SEE FROM THE EXHIBIT THAT WAS INCLUDED IN YOUR PACKET AND IS
 09:49:02 ON THE SCREEN AS WELL, IT'S SIMPLY REALIGNING THE INTERNAL
 09:49:07 ACCESS ROAD TO CREATE A LOT THAT COULD BE BUILDABLE ON IN
 09:49:10 THE FUTURE.
 09:49:11 THAT IS WHAT THE PURPOSE OF THE PLAT IS.
 09:49:13 IF YOU HAVE ANY QUESTIONS FOR ME, I WILL BE HAPPY TO ADDRESS

09:49:17 THEM.
 09:49:18 AND MR. MARK BATTAGLIA IS HERE AS WELL WITH MIROMAR
 09:49:22 DEVELOPMENT IN CASE YOU HAVE ANY QUESTIONS OF HIM.
 09:49:25 >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 09:49:30 >>Jon McLain: CHRIS, IT LOOKS LIKE THE BOTTOM IS THE
 09:49:34 PROPOSED PLAT.
 09:49:37 IT LOOKS LIKE IT SQUARED IT UP AND MADE IT MORE RECTANGULAR.
 09:49:41 MY QUESTION HAS TO DO WITH THE ROAD ACCESS.
 09:49:43 I SEE LIKE A DIAMOND IN THERE.
 09:49:45 DO YOU KNOW WHAT THAT IS?
 09:49:47 >>Chris Baker: IT IS A SMALL MEDIAN BEING PROPOSED, YES,
 09:49:49 SIR.
 09:49:50 >>Jon McLain: THE ROAD THEN GOES RATING INTO THE EXISTING
 09:49:53 DESIGN CENTER THAT'S IN THERE.
 09:49:55 >>Chris Baker: THAT'S CORRECT.
 09:49:55 YES, SIR.
 09:49:57 >>Mayor Ribble: MIROMAR DESIGN WILL BE BUILDING THE ROAD,
 09:50:00 CORRECT?
 09:50:00 >>Chris Baker: YES, MA'AM.
 09:50:01 THIS IS ALL A PRIVATE.
 09:50:03 THEY ARE FUNDING IT WHEN IT GETS CONSTRUCTED AND SO FORTH,
 09:50:06 IT'S ALL ON THEM.
 09:50:07 YES, MA'AM.
 09:50:07 >>Mayor Ribble: THANK YOU.
 09:50:08 MADAM CLERK, DO WE HAVE ANYONE TO SPEAK?
 09:50:09 >>Carol Sacco: WE HAVE NO E-COMMENTS AND NO ONE TO SPEAK.
 09:50:12 >>Mayor Ribble: THEREFORE I WILL ENTERTAIN A MOTION TO
 09:50:15 ACCEPT.
 09:50:16 COUNCILMAN LOPEZ HAS MOVED.
 09:50:19 SECOND BY COUNCILMAN WARD.
 09:50:21 MADAM CLERK, PLEASE CALL THE ROLL.
 09:50:24 >>Jeff Hunt: AYE.
 09:50:25 >>Jon McLain: AYE.
 09:50:27 >>Lori Fayhee: AYE.
 09:50:29 >>Rafael Lopez: AYE.
 09:50:30 >>Jim Ward: AYE.
 09:50:32 >>Vice-Mayor Zalucki: AYE.
 09:50:32 >>Mayor Ribble: AYE.
 09:50:39 >>Mayor Ribble: ITEM 7B, FIRST AMENDMENT TO PUBLIC
 09:50:43 IMPROVEMENT AGREEMENT BETWEEN THE VILLAGE OF ESTERO AND HIGH
 09:50:46 5 UP TOP, LLC.
 09:50:48 MADAM CLERK -- ACTUALLY, STEVE, WOULD YOU INTRODUCE THIS
 09:50:54 ITEM, PLEASE?
 09:50:55 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:50:58 THE DEVELOPMENT OF THIS SPORTS AND ENTERTAINMENT DISTRICT
 09:51:03 ADJACENT TO THE ESTERO HIGH SCHOOL ON WILLIAMS ROAD AND VIA
 09:51:07 COCONUT IS ONE OF OUR TOP THREE MAJOR CAPITAL IMPROVEMENT
 09:51:12 PROJECTS THAT'S GOING ON AT THIS TIME AND WILL BE GOING ON

09:51:15 FOR THE NEXT YEAR OR YEAR AND A HALF.
 09:51:18 AS A RESULT, THIS IS A COMPLEX PROJECT, AND YOU'RE GOING TO
 09:51:22 SEE MANY COUNCIL ACTIONS NECESSARY TO COMPLETE THE PROJECT.
 09:51:28 THERE ARE SEVERAL ON THE AGENDA TODAY OR A COUPLE ON THE
 09:51:32 AGENDA TODAY.
 09:51:33 THE FIRST IS THE FIRST AMENDMENT OF THE PUBLIC IMPROVEMENT
 09:51:36 AGREEMENT BETWEEN THE VILLAGE AND HIGH 5.
 09:51:39 HIGH 5 IS A PRIVATE CORPORATION OUT OF AUSTIN, TEXAS, AND IS
 09:51:48 OUR PRIME PRIVATE PARTNER ON THIS PROJECT OFFERING
 09:51:52 PICKLEBALL, BOWLING, A VARIETY OF OTHER INDOOR ACTIVITIES
 09:51:58 AND PUTT-PUTT GOLF COURSE.
 09:52:02 WHAT'S PROPOSED TODAY IS AN ACTION ITEM TO AMEND THE
 09:52:05 AGREEMENT WITH HIGH 5 AND TO EXPLAIN THE DETAILS OF THAT
 09:52:09 MODIFICATION, I'D CALL ON MICHAEL COMPARATO FROM VIESTE.
 09:52:16 FOR THE BENEFIT OF THE PUBLIC, VIESTE, AND MICHAEL COMPARATO
 09:52:21 IS THEIR PRESIDENT, SERVES AS THE OWNER'S REPRESENTATIVE ON
 09:52:24 THIS PROJECT.
 09:52:26 >>Michael Comparato: THANK YOU, STEVE, MAYOR, COUNCIL, GOOD
 09:52:28 MORNING.
 09:52:30 TO STEVE'S POINT, THIS FIRST AGENDA ITEM TODAY IS TO SUGGEST
 09:52:35 AND RECOMMEND AN AMENDMENT TO THE PUBLIC IMPROVEMENT
 09:52:37 AGREEMENT THAT THE VILLAGE HAD ALREADY ENTERED INTO WITH
 09:52:41 HIGH 5 ENTERTAINMENT.
 09:52:42 IN YOUR PACKAGE, YOU SEE A COPY OF THE PROPOSED AMENDMENT.
 09:52:47 THIS HAS BEEN ACCEPTED AND EXECUTED BY HIGH 5, SHOULD
 09:52:52 COUNCIL AGREE.
 09:52:53 THERE ARE BASICALLY THREE AMENDMENT ITEMS TO THE ORIGINAL
 09:52:58 AGREEMENT THAT ARE PROPOSED HERE.
 09:52:59 ONE IS, OBVIOUSLY, A CHANGE OF THE DATE OF TRANSFER OF THE
 09:53:04 PROPERTY.
 09:53:05 IN THE ORIGINAL AGREEMENT, WE HAD A HARD DATE SET THAT WE'VE
 09:53:10 OBVIOUSLY PASSED SINCE THE PROJECT HAS EXTENDED A BIT.
 09:53:14 SO WE MODIFIED THE DATE OF TRANSFER OF THE PROPERTY TO BE
 09:53:18 NOT LATER THAN APRIL 25 OF THIS YEAR.
 09:53:22 THE SECOND WAS THE ADDITION OF SOME LANGUAGE THAT THEY
 09:53:26 IMMEDIATELY AGREED TO THAT, BY THE WAY, WILL I THINK WANT TO
 09:53:30 SEE IN ALL PUBLIC IMPROVEMENT AGREEMENTS WITH FUTURE
 09:53:32 PARTNERS, THAT STATES SOME OF THE PROHIBITIONS THAT WE WANT
 09:53:35 TO MAKE SURE EXIST WITHIN OUR CAMPUS, THINGS LIKE GAMBLING,
 09:53:39 ET CETERA.
 09:53:40 SO THAT WAS ADDED TO THE PUBLIC IMPROVEMENT AGREEMENT TO
 09:53:45 MAKE SURE THEY ADHERE TO THE PROHIBITIONS WE FELT IMPORTANT
 09:53:51 TO THE VILLAGE.
 09:53:52 AND THEN THE THIRD ITEM -- I WAS TRYING TO DO THIS BY MEMORY
 09:53:59 WITHOUT NOTES -- WHAT WAS THE THIRD ONE?
 09:54:07 >>Robert Eschenfelder: IT IS TO HAVE THE CAM AGREEMENT BE
 09:54:09 EXECUTED COINCIDING WITH THE DEED.
 09:54:11 THERE IS ACTUALLY A FOURTH ACTION TAKING AS WELL.

09:54:14 YOU MAY RECALL WHEN YOU DID THE ORIGINAL AGREEMENT, WE
 09:54:17 THOUGHT THAT THIS WAS GOING TO GO IN A PARTICULAR LOCATION.
 09:54:21 BUT THROUGH EVOLUTIONS AND SO FORTH, THE ACTUAL FOOTPRINT OF
 09:54:26 THE PAD HAS CHANGED.
 09:54:27 THE FOURTH THING THIS DOES IS ACTUALLY INCORPORATES THE
 09:54:31 METES AND BOUNDS OF THIS IS THE PARCEL THAT WILL BE THE HIGH
 09:54:35 5 PARCEL.
 09:54:36 THOSE ARE THE FOUR THINGS.
 09:54:36 >>Michael Comparato: THANKS.
 09:54:39 APPRECIATE THE MEMORY.
 09:54:39 THANKS, ROB.
 09:54:39 WHILE WE'RE ON THAT TOPIC, ONE OF THE REASONS WHY WE WANTED
 09:54:41 TO INCLUDE THE MASTER CONCEPT PLAN IN YOUR PACKET AND TO
 09:54:44 ADDRESS THIS, BECAUSE IT WILL ALSO RELATE TO AN AGENDA ITEM
 09:54:48 COMING UP SHORTLY.
 09:54:49 JUST FOR EVERYBODY'S REFRESHER, WE ORIGINALLY ACQUIRED --
 09:54:54 THE VILLAGE ORIGINALLY ACQUIRED THIS 20-ACRE PARCEL THAT WE
 09:54:59 NOW REFER TO AS THE ENTERTAINMENT CAMPUS WITHIN THE VILLAGE
 09:55:02 CENTER.
 09:55:02 SHORTLY THEREAFTER, WE THEN DID OUR LEASE AGREEMENT, THE
 09:55:08 VILLAGE DID A LEASE AGREEMENT WITH THE SCHOOL DISTRICT ON A
 09:55:12 PORTION OF THE PROPERTY TO THE FAR EAST ADJACENT TO THE HIGH
 09:55:15 SCHOOL CAMPUS.
 09:55:15 AT THE TIME THAT WAS SEPARATED BY PROPERTY THAT WAS OWNED BY
 09:55:20 LEE COUNTY.
 09:55:22 THAT INCLUDES THE CURRENT POP WARNER FIELDS AND PROPERTY TO
 09:55:26 THE NORTH OF THAT.
 09:55:27 EFFECTIVELY THE ENTERTAINMENT CAMPUS AND THE LEASE ON THE
 09:55:30 SCHOOL PROPERTY WERE EFFECTIVELY BIFURCATED IN THE MIDDLE BY
 09:55:34 COUNTY THAT WE DID NOT CONTROL.
 09:55:35 ORIGINALLY, THE ORIENTATION TO THE POINT THE MANAGER MADE
 09:55:40 AND ROB JUST ALLUDED TO, THE ORIENTATION OF HIGH 5 IN THIS
 09:55:44 NORTHERN PART OF THE ENTERTAINMENT CAMPUS WAS ACTUALLY
 09:55:45 ORIENTED TO THE SOUTH.
 09:55:47 IF YOU REMEMBER, WE HAD THREE PARCELS ANTICIPATED IN THE
 09:55:51 ENTERTAINMENT CAMPUS WITH AN ISOLATED 20 ACRES AND A ROAD
 09:55:56 BISECTING THAT 20-ACRE PARCEL.
 09:55:58 WITH THE ACQUISITION OF THE COUNTY LAND RECENTLY COMPLETED,
 09:56:02 IT ENABLED AND ALLOWED US TO CREATE A MORE CONTEXTUAL PLAN.
 09:56:08 YOU'LL HEAR A LITTLE BIT MORE ABOUT THAT COMING UP AND
 09:56:11 REORIENT HIGH 5 TO THE NORTH AND REDESIGN A LOT OF THIS TO
 09:56:16 OCCUR.
 09:56:16 WHAT IT DID WAS IS IT OFFERS US THE OPPORTUNITY NOW TO HAVE
 09:56:20 FIVE DIFFERENT OPPORTUNITIES FOR SPORTS RECREATION AND
 09:56:24 ENTERTAINMENT, BOTH ON THE SPORTS PARK CAMPUS AND WITHIN THE
 09:56:27 ENTERTAINMENT CAMPUS BY SO DOING.
 09:56:29 AND TO THE VILLAGE ATTORNEY'S POINT, THE COMMON AREAS THAT
 09:56:33 WE RETAIN OWNERSHIP OF -- PARKING AREAS, COMMON AREAS,

09:56:36 STREETS, HARDSCAPE, LANDSCAPE AREAS -- WILL BE MAINTAINED
 09:56:40 AND OWNED BY US, BUT EACH OF OUR PARTNERS WILL CONTRIBUTE
 09:56:44 ANNUALLY TO THE MAINTENANCE OF THOSE THROUGH THIS CAM
 09:56:46 AGREEMENT, OR COMMON AREA MAINTENANCE AGREEMENT, TO THE
 09:56:50 VILLAGE ATTORNEY'S POINT.
 09:56:52 >>Mayor Ribble: AT THIS TIME, I WILL ASK IF ANY OF THE
 09:56:57 COUNCIL HAS QUESTIONS.
 09:56:59 COUNCILMAN ZALUCKI.
 09:57:00 >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
 09:57:01 MICHAEL, THANK YOU FOR THE OVERVIEW.
 09:57:03 JUST ONE QUESTION REGARDING THE CAM.
 09:57:06 THE AGREEMENT IS SLATED TO GO INTO EFFECT THE 25th OF THIS
 09:57:10 MONTH, 23 DAYS.
 09:57:11 WILL WE HAVE A CAM AGREEMENT DRAFT BETWEEN NOW AND THEN?
 09:57:14 BECAUSE IT LOOKS LIKE IT STIPULATES THE CAM AGREEMENT HAS TO
 09:57:17 BE COMPLETED BEFORE THE TRANSFER OF THE OWNERSHIP.
 09:57:23 >>Robert Eschenfelder: BY APPROVING THE ORIGINAL AGREEMENT,
 09:57:26 THE VILLAGE ALREADY COMMITTED -- BOTH PARTIES COMMITTED TO
 09:57:29 THE AGREEMENT.
 09:57:30 THE CAM AGREEMENT IS ALREADY DRAFTED.
 09:57:32 I TOOK CARE OF THAT.
 09:57:34 THERE'S SOME TWEAKING THAT WE'RE GOING TO DO ON ASKING HIGH
 09:57:39 5 AND FUTURE PARTNERS TO ALSO PAY SOME AMORTIZATION OF THE
 09:57:44 COSTS THAT WE'RE DOING TO INCLUDE THE INFRASTRUCTURE OR PUT
 09:57:49 IN THE INFRASTRUCTURE.
 09:57:50 THAT SHOULD BE WORKED OUT IF NOT TODAY, TOMORROW.
 09:57:53 HIGH 5 IS AWARE OF THAT.
 09:57:55 HIGH 5 WILL BE SIGNING IT.
 09:57:57 THAT DOES NOT NEED TO COME BACK TO COUNCIL BECAUSE IT'S
 09:58:00 ALREADY BEEN APPROVED BY COUNCIL IN THE OVERALL AGREEMENT.
 09:58:04 WHEN THEY APPROVED THAT, THAT AND THE DEED WILL BE FILED AND
 09:58:07 THEN THEY WILL BE READY TO BUILD.
 09:58:13 >>Jon McLain: -- INCLUDE THE RECENTLY PURCHASED PROPERTY
 09:58:16 FROM LEE COUNTY, ALL THE EXTRA 25 ACRES SO ONE CAM THAT
 09:58:20 COVERS ALL --
 09:58:23 >>Michael Comparato: ONE CAM FOR THE ENTIRE CAMPUS NOW
 09:58:28 SHARED BY ALL THE PRIVATE PARTNERS.
 09:58:31 >>Jim Ward: WILL THE CAM AGREEMENT BE AVAILABLE TO US AGAIN
 09:58:34 TO REFRESH OUR MEMORY ON IT?
 09:58:36 >>Michael Comparato: CERTAINLY.
 09:58:37 >>Mayor Ribble: ANYONE ELSE?
 09:58:38 MADAM CLERK, ARE THERE ANY PUBLIC COMMENTS?
 09:58:41 >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.
 09:58:43 >>Mayor Ribble: THANK YOU.
 09:58:44 AT THIS TIME, I'LL ACCEPT A MOTION.
 09:58:47 COUNCILMAN HUNT.
 09:58:49 COUNCILMAN LOPEZ SECONDS.
 09:58:52 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?

09:58:55 >>Jim Ward: AYE.
 09:58:56 >>Rafael Lopez: AYE.
 09:58:58 >>Lori Fayhee: AYE.
 09:59:01 >>Jon McLain: AYE.
 09:59:02 >>Jeff Hunt: AYE.
 09:59:04 >>Vice-Mayor Zalucki: AYE.
 09:59:04 >>Mayor Ribble: AYE.
 09:59:06 ITEM 7C, VILLAGE CENTER HUB SPORTS AND ENTERTAINMENT
 09:59:19 PUBLIC/PRIVATE PARTNERSHIP SOLICITATIONS.
 09:59:20 STEVE, WOULD YOU INTRODUCE THIS FOR US, PLEASE?
 09:59:22 >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 09:59:22 COUNCIL.
 09:59:23 THE THEME OF THIS ENTIRE PROJECT IS THAT WE HAVE PUBLIC
 09:59:30 INFRASTRUCTURE FOR PARKS ACTIVITIES ON THE SITE TO BASICALLY
 09:59:36 FACILITATE COMMUNITY RECREATION GROUPS AND PARTICULARLY
 09:59:41 SCHOOL ATHLETIC GROUPS, IN ESSENCE, THE ENTIRETY OF THE HIGH
 09:59:48 SCHOOL ATHLETIC ACTIVITY.
 09:59:51 BUT WE'RE ALSO THEN CONNECTING TO PROPERTY THAT WE OWN
 09:59:55 OUTRIGHT AND ON THAT PROPERTY PUTTING OTHER COMMUNITY
 10:00:00 ENTERTAINMENT OPTIONS THAT ARE TO BE PROVIDED BY PUBLIC
 10:00:08 SECTOR FIRMS.
 10:00:10 WE'VE DONE THAT WITH THE INITIAL SOLICITATION OF A
 10:00:15 PUBLIC/PRIVATE PARTNERSHIP WITH HIGH 5.
 10:00:18 WE TALKED ABOUT THAT WITH THE COUNCIL.
 10:00:20 WITH NOW THE FULL OWNERSHIP OF THE COUNTY PROPERTY, THAT
 10:00:28 DEED HAS BEEN SIGNED AND IN PLACE AND FILED.
 10:00:33 WE HAVE THE OPPORTUNITY TO RECEIVE AND ALSO THEN SOLICIT FOR
 10:00:41 OTHER PUBLIC/PRIVATE PARTNERS ON THE SITE.
 10:00:43 WE HAVE RECEIVED ONE PROPOSAL ALREADY TOTALLY UNSOLICITED,
 10:00:51 THAT IS FOR A BUILDER AND OPERATOR OF THE DRIVING RANGE.
 10:00:56 WE KNOW FROM OUR PREVIOUS OWNERSHIP OF THE DRIVING RANGE
 10:01:02 THAT WAS OPERATED ON OUR BEHALF BY THE ESTERO FOREVER
 10:01:05 FOUNDATION THAT THAT DRIVING RANGE WAS VERY POPULAR IN THE
 10:01:10 COMMUNITY.
 10:01:11 IT'S BEEN INCLUDED AS A MAJOR DESIGN ELEMENT IN THIS
 10:01:17 PROJECT.
 10:01:17 MICHAEL, IF YOU CAN POINT TO THAT ON THE SCREEN THERE.
 10:01:20 THE DRIVING RANGE WOULD BE IMMEDIATELY ADJACENT TO HIGH 5
 10:01:25 AND WOULD HELP SEPARATE THE PRIVATE ENTERTAINMENT OPTIONS
 10:01:31 FROM THE PUBLIC OPTIONS.
 10:01:35 SO THAT DRIVING RANGE IS ON ONE OF THE ADDITIONAL FOUR PADS
 10:01:41 OUT THERE.
 10:01:42 WE HAVE FIVE PADS TOTAL.
 10:01:44 ONE IS HIGH 5 AND A DRIVING RANGE WOULD BE THE SECOND PAD.
 10:01:49 WHAT'S PROPOSED IN THIS MEETING AGENDA IS COUNCIL
 10:01:54 AUTHORIZATION FOR US TO SEEK OTHER PROPOSALS FOR PRIVATE
 10:01:59 DEVELOPMENT ON THOSE OTHER SITES.

10:02:01 THOSE PRIVATE DEVELOPMENT PIECES ARE IMPORTANT BECAUSE THEY
 10:02:06 GENERATE REVENUE TO THE VILLAGE ON LAND THAT WE ALREADY OWN.
 10:02:11 OUR SUNK COST IN TERMS OF LAND CAN BE MONETIZED TO GENERATE
 10:02:16 REVENUES THAT WILL BE USED TO FINANCE MINIMALLY THE ONGOING
 10:02:23 MAINTENANCE AND OPERATION OF THE FACILITY, BUT IT CAN ALSO
 10:02:26 BE USED TO FINANCE THE CAPITAL CONSTRUCTION OF FUTURE PHASES
 10:02:32 FOR THE SPORTS PARK.
 10:02:35 WHAT WE'RE PROPOSING HERE IS TO SIMPLY ACCEPT THE PROPOSAL
 10:02:40 FROM KEMPER SPORTS DEVELOPMENT, WHICH IS A NATIONAL
 10:02:46 RECREATION SERVICE PROVIDER, PRIVATE FIRM, FOR THE OPERATION
 10:02:52 OF THE DRIVING RANGE, ACCEPT THAT, SIMPLY RECEIVE IT AT THIS
 10:02:57 POINT BUT THEN SOLICIT ON NATIONAL OR INTERNATIONAL BASIS
 10:03:01 FOR OTHER PRIVATE PROVIDERS.
 10:03:02 WHEN I SAY INTERNATIONAL, I DO MEAN THAT IN THAT WE HAVE HAD
 10:03:09 INTEREST FROM SEVERAL INTERNATIONAL PROVIDERS OF RECREATION
 10:03:14 OPPORTUNITIES BECAUSE OF THE SIGNIFICANCE OF THIS
 10:03:18 COLLABORATION HERE.
 10:03:18 SO BY BUNDLING EVERYTHING TOGETHER, WE'RE CREATING A HOT
 10:03:24 SPOT FOR COMMUNITY ACTIVITY AND RECREATION.
 10:03:29 WE'RE HOPING TO REALLY PUT THAT ON STEROIDS WITH THE
 10:03:35 SOLICITATION OF OTHER PRIVATE PARTNERS, AND IT WILL BE
 10:03:39 INTERESTING TO SEE WHAT WE GET.
 10:03:41 WE'RE SUGGESTING THAT IN THE NEXT THREE TO FOUR MONTHS THAT
 10:03:45 WE'LL GET FEEDBACK ON THOSE.
 10:03:48 WE WILL MAKE PUBLIC AND SHARE, OF COURSE, WITH COUNCIL ANY
 10:03:53 AND ALL OF THOSE SOLICITATIONS, BUT THERE'S NO REQUIREMENT
 10:03:58 THAT WE ACCEPT ANY OF THEM.
 10:04:01 SO IF SOMEBODY COMES IN AND PROVIDES US A PROPOSAL THAT YOU
 10:04:04 DON'T FEEL IS APPROPRIATE OR IN CHARACTER WITH THE COMMUNITY
 10:04:11 OR FITS THE DESIRED APPROACH, THERE'S NO OBLIGATION FOR THE
 10:04:18 COUNCIL TO ACCEPT ANYTHING.
 10:04:19 BUT BY VIRTUE OF THE FACT THAT WE HAVE ONE PROPOSAL ALREADY
 10:04:22 UNSOLICITED THAT WOULD PROVIDE SUBSTANTIAL ADDITIONAL
 10:04:26 REVENUE, ADDITIONAL IN ADDITION TO HIGH 5, THAT IS A PRETTY
 10:04:31 GOOD SIGN.
 10:04:32 TO BE CLEAR, I WOULD LIKE TO POINT OUT FOR THE PUBLIC THE
 10:04:39 FIVE PARCELS.
 10:04:40 FIRST IS HIGH 5, WHICH IS KIND OF THE ANCHOR TO THE ENTIRE
 10:04:47 PROJECT FROM THE PRIVATE SIDE.
 10:04:49 THE DRIVING RANGE, WHICH WOULD HAVE A FULL 325 YARDS OF
 10:04:55 HITTING AREA.
 10:05:00 SO WE'LL BE ABLE TO USE NATURAL BALLS AND IT BE VERY
 10:05:06 ATTRACTIVE TO BOTH BEGINNER AND EXPERIENCED GOLFERS.
 10:05:11 A SITE ON WILLIAMS ROAD THAT THE POINTER IS POINTING AT
 10:05:16 RIGHT NOW, WHICH COULD ACCOMMODATE UP TO ABOUT 30,000 SQUARE
 10:05:20 FEET OF COMMERCIAL SPACE, IMMEDIATELY ADJACENT TO AND AT THE
 10:05:27 WATER'S EDGE FOR THE NEW STORMWATER TREATMENT AREA.
 10:05:33 ANOTHER PAD IMMEDIATELY ADJACENT TO HIGH 5 WITH EXPOSURE ON

10:05:38 VIA COCONUT AND THE BERT RAIL LINE, WHICH WOULD CERTAINLY
 10:05:47 COME INTO PLAY SHOULD WE BE ABLE TO PURCHASE THE BERT LINE
 10:05:51 AND INCREASE ACTIVITY ON THAT LINE AS WELL AS ACTIVITY
 10:05:54 COMING OFF OF VIA COCONUT.
 10:05:56 AND THEN ANOTHER PRIME SITE RIGHT ON VIA COCONUT NORTH OF
 10:06:02 HIGH 5 WITH EXPOSURE ON VIA COCONUT AS WELL AS THE MAIN
 10:06:08 SPINE ROAD GOING THROUGH THE ENTIRE SPORTS PARK.
 10:06:10 SO WE WOULD BE SOLICITING ON ALL FIVE OF THOSE AND WE'LL SEE
 10:06:16 WHAT WE GET.
 10:06:18 >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 10:06:20 COUNCILWOMAN FAYHEE.
 10:06:24 >>Lori Fayhee: I MAY BE -- I JUST NEED CLARIFICATION ON
 10:06:27 THIS.
 10:06:27 OUR NOTES SAY THAT STAFF IS CURRENTLY REVIEWING THE PROPOSAL
 10:06:35 FOR THE DRIVING RANGE, BUT DID I HEAR YOU SAY YOU WANT US TO
 10:06:39 VOTE ON ACCEPTING THAT PROPOSAL FOR THE DRIVING RANGE?
 10:06:45 >>Steven Sarkozy: JUST BY MOTION TO ACCEPT IT.
 10:06:49 AT THIS POINT, THOUGH, IT WILL JUST BE AMONGST WHAT WE HOPE
 10:06:53 WILL BE SEVERAL PROPOSALS ON THAT SITE.
 10:06:56 IT'S MORE JUST UNDERSTANDING THAT WE HAVE IT IN HAND AND
 10:07:00 IT'S THE TRIGGER TO THE NATIONAL PUBLIC/PRIVATE PARTNERSHIP
 10:07:07 SOLICITATION.
 10:07:09 >>Robert Eschenfelder: I THINK IT IS BETTER TO USE THE WORD
 10:07:13 RECEIVE.
 10:07:14 WE'RE NOT ACCEPTING ANYTHING TODAY.
 10:07:17 >>Michael Comparato: IF I COULD ADD TO THAT, JUST A REMINDER
 10:07:20 ON PROCESS.
 10:07:21 THE PROCESS THAT WE'RE FOLLOWING HERE -- AND THE VILLAGE
 10:07:23 ATTORNEY CAN BE MORE ARTICULATE ON THIS THAN ME -- BUT WE'RE
 10:07:25 EFFECTIVELY FOLLOWING THE STATE'S PUBLIC/PRIVATE PARTNERSHIP
 10:07:29 STATUTE.
 10:07:30 WHAT THAT DOES IS, TO THE ATTORNEY'S POINT, IT ALLOWS US TO
 10:07:32 RECEIVE THESE, TO REVIEW THEM.
 10:07:35 THERE IS A NEGOTIATION PROCESS WITH ALL OF THESE THAT WE'RE
 10:07:41 PERMITTED BY STATUTE.
 10:07:42 SO WE WILL GO THROUGH WEEKS, IF NOT MONTHS, OF COMPARISON OF
 10:07:46 ALL THE VARIOUS DIFFERENT OPTIONS THAT WE HAVE AVAILABLE TO
 10:07:50 US, NOT JUST FOR EACH PARCEL, BUT EVEN WITHIN A PARCEL.
 10:07:54 WE MAY FIND TWO OR THREE CANDIDATES WHO PROPOSE A DRIVING
 10:07:58 RANGE CONCEPT THAT WE ARE PERMITTED THEN TO NEGOTIATE
 10:08:02 BETWEEN ALL OF THEM AND SELECT, AND PLEASE SPEAK UP, IF I
 10:08:06 MISSPEAK HERE, SO THERE IS A PROCESS TO THE MANAGER'S POINT
 10:08:10 THAT WE'LL FOLLOW.
 10:08:13 THIS JUST ALLOWS US TO START THIS PROCESS GOING FORWARD.
 10:08:17 >>Lori Fayhee: I APPRECIATE THAT.
 10:08:18 THANKS.
 10:08:19 >>Mayor Ribble: COUNCILMAN ZALUCKI.
 10:08:21 >>Vice-Mayor Zalucki: THANK YOU, MAYOR.

10:08:22 TO CLARIFY, WE HAVE FIVE PADS BUT WE'RE SOLICITING FOR FOUR
 10:08:24 BECAUSE HIGH 5 IS LOCKED WITH THE ONE, CORRECT?
 10:08:28 >>Michael Comparato: THAT IS CORRECT.
 10:08:29 >>Vice-Mayor Zalucki: SECOND QUESTION IS, WE'VE IDENTIFIED
 10:08:31 IT IS GOING TO BE A DRIVING RANGE, SO ANY SOLICITATION FOR
 10:08:34 THAT PARCEL HAS TO BE A DRIVING RANGE OPERATOR, CORRECT?
 10:08:37 >>Michael Comparato: FOR THAT PARCEL, CORRECT.
 10:08:39 >>Vice-Mayor Zalucki: SO WE HAVE FOUR TOTAL.
 10:08:43 THREE UNIDENTIFIED AT THIS POINT AND TWO THAT ARE
 10:08:47 IDENTIFIED.
 10:08:48 >>Michael Comparato: THAT IS CORRECT.
 10:08:48 MAY I EXPAND FURTHER -- TO FURTHER EXPAND ON THAT, THIS
 10:08:57 NORTHERN PARCEL THAT WE INTERNALLY REFER TO AS PARCEL 5,
 10:09:00 DON'T ASK WHY, JUST CAME UP THAT WAY, AND THE DRIVING RANGE
 10:09:05 PARCEL ARE GEARED TOWARD SPORTS AND RECREATION USES
 10:09:11 SPECIFICALLY AS WE LOOK AT ALTERNATIVE CONCEPTS WHEN THEY
 10:09:13 COME IN.
 10:09:14 TO THAT POINT ABOUT WHAT WOULD BE LOCATED WHERE.
 10:09:17 THE THREE PARCELS ON THE 20-ACRE ORIGINAL VILLAGE OWNED
 10:09:22 PARCEL ARE ALSO OPEN FOR MORE ENTERTAINMENT ORIENTED USES AS
 10:09:28 WELL AS WE TARGET ALL OF THIS.
 10:09:30 THE OTHER THING I MIGHT POINT OUT REAL QUICK IS THAT THE
 10:09:34 ORIENTATION -- THOSE OF YOU FAMILIAR WITH THE PREVIOUS
 10:09:36 DRIVING RANGE, IF YOU REMEMBER, WE WERE HITTING NORTH FROM
 10:09:39 SOUTH WITH THE HITTING BAYS ALONG WILLIAMS ROAD.
 10:09:43 WE'VE REORIENTED THAT BY PREFERENCE FOR A VARIETY OF
 10:09:47 REASONS.
 10:09:47 THE MOST IMPORTANT OF WHICH, AS YOU CAN TELL NOW WITH HIGH 5
 10:09:51 ENTERTAINMENT'S FRONT DOOR REORIENTED TO THE NORTH WITH THE
 10:09:54 DRIVING RANGE ORIENTED NOW TO THE NORTH AND WITH THE USE
 10:09:58 HERE, IT ALLOWS US TO CONCENTRATE A REALLY SOLID FRONT DOOR
 10:10:03 AT THE MAIN ENTRY POINT TO THE SPORTS AND ENTERTAINMENT
 10:10:06 CAMPUS AS PEOPLE DRIVE IN.
 10:10:08 OUR THOUGHT WAS FROM A PLANNING PERSPECTIVE, MUCH MORE
 10:10:11 ADVANTAGEOUS TO HAVE ALL OF THOSE FRONT DOORS IN ONE PLACE
 10:10:15 RATHER THAN ONE UP NORTH AND ONE DOWN SOUTH, ET CETERA.
 10:10:18 LASTLY, TO THE VILLAGE MANAGER'S POINT, THIS CONVENTIONAL
 10:10:23 RUN-OUT AREA OF A DRIVING RANGE, UNLIKE, FOR EXAMPLE, TOP
 10:10:27 GOLF, IT ALLOWS US A FULL RUN OUT AREA THAT WOULD ELIMINATE
 10:10:32 THE NEED FOR THE HIGH FENCING USED TO AT THE END OF TOP GOLF
 10:10:36 INFRASTRUCTURE, WE WON'T NEED THAT ALONG WILLIAMS ROAD
 10:10:39 BECAUSE THAT'S 325 YARDS OUT.
 10:10:42 WE WILL HAVE LATERAL FENCING HIGH FROM THE HITTING BAYS
 10:10:46 GOING SOUTH TO A CERTAIN DISTANCE.
 10:10:49 THE FURTHER THE DISTANCE OUT, THOSE FENCES CAN DROP DOWN TO
 10:10:53 A LOWER LEVEL TO THE POINT THAT BY THE TIME WE GET TO
 10:10:55 WILLIAMS ROAD, WHATEVER FENCING MIGHT BE THERE WOULD BE
 10:10:58 HIDDEN BY LANDSCAPE AND BUFFER AREAS, SO WE WON'T HAVE THAT

10:11:05 HIGH FENCING NECESSARY WITH THE DRIVING RANGE WE'RE
 10:11:07 PROCURING.
 10:11:09 >>Rafael Lopez: THAT WAS A CONCERN I HAD FROM OTHER
 10:11:11 RESIDENTS TALKING ABOUT THE LOOK OF TOP GOLF FENCING.
 10:11:17 THANK YOU FOR TOUCHING ON THAT.
 10:11:21 >>Jeff Hunt: TWO QUESTIONS.
 10:11:25 AS IT RELATES TO FIVE PHASES, IS IT ANTICIPATED IN THE
 10:11:28 DEVELOPMENT PLAN, I GUESS TO MAXIMIZE ENJOYMENT OF WHAT IS
 10:11:31 ALREADY BUILT.
 10:11:32 HIGH 5 GETS UP AND RUNNING, 2026 I BELIEVE IS THE DATE,
 10:11:36 OTHER CONSTRUCTION, OTHER PHASES STARTS GOING ON AT THE SAME
 10:11:40 TIME, YOU DON'T WANT TO RUIN THE EXPERIENCE, YOU WANT
 10:11:43 EVERYONE UP AND RUNNING AS QUICK AS POSSIBLE.
 10:11:47 HOW DO YOU MITIGATE THAT CONSTRUCTION IN THREE OTHER AREAS
 10:11:49 AT THE SAME TIME OF AN ONGOING OPERATION?
 10:11:51 >>Michael Comparato: GREAT POINT, GREAT QUESTION.
 10:11:53 THE CURRENT DEVELOPMENT PLAN IS TO SEQUENTIALLY AND
 10:11:59 SIMULTANEOUSLY ALLOW HIGH 5 TO GO VERTICAL TO OPEN, AS YOU
 10:12:04 SAID IN Q 2 OF 2026.
 10:12:06 SIMULTANEOUSLY, WE'VE ALREADY ENGAGED SUFFOLK CONSTRUCTION
 10:12:12 ON THE FIRST PHASING PLANS FOR THE SPORTS PARK.
 10:12:15 WHAT'S HAPPENING AS PART OF THAT, WHAT WE'RE CALLING PHASE
 10:12:18 1A OF THE SPORTS PARK CONSTRUCTION ALLOWS FOR ALL OF THIS
 10:12:22 ENTRY POINT INFRASTRUCTURE ALL THE WAY DOWN THROUGH THE
 10:12:26 ROUNDABOUT AND SOUTH TO WILLIAMS ROAD TO BE COMPLETED
 10:12:31 CONCURRENT WITH HIGH 5.
 10:12:33 FROM AN ENTRY PERSPECTIVE, ANYTHING THAT WE'RE DOING WITHIN
 10:12:35 THE SPORTS PARK CAMPUS WILL HAVE A SEPARATE CONSTRUCTION
 10:12:38 ENTRANCE FOR THAT AND ENTRY POINT FOR HIGH 5 WILL BE KEPT
 10:12:42 PRISTINE AS WE'RE BUILDING OUT THE SPORTS PARK.
 10:12:46 >>Jeff Hunt: ANY UNFORESEEN CIRCUMSTANCES, ALREADY LOOKS
 10:12:49 LIKE A NINE-MONTH DELAY AND APPEARS TO BE 2026 Q 2,
 10:12:55 CONFIDENT WITH THAT.
 10:12:56 >>Michael Comparato: CONFIDENT AS WE CAN BE AT THIS POINT,
 10:12:59 YES, WE ARE.
 10:13:02 >>Jon McLain: MICHAEL, DO YOU HAVE A SOLICITATION LIST?
 10:13:05 I'VE SEEN YOUR LIST BEFORE, BUT WE'LL MAIL OUT THE
 10:13:09 SOLICITATION TO GET NEW IDEAS TO OCCUPY THE PROPERTY THAT WE
 10:13:12 HAVE AVAILABLE.
 10:13:13 HOW MANY FOLKS WILL BE ON THAT LIST?
 10:13:15 WE HAVE 50 PEOPLE WE CAN GO OUT TO?
 10:13:18 >>Michael Comparato: WE ANTICIPATE AT LEAST 50 THAT WE'LL BE
 10:13:21 GOING OUT TO.
 10:13:22 TO REMIND THE PROCESS AGAIN, TO COUNCILMEMBER McLAIN'S
 10:13:27 POINT, WE'LL BE DOING TWO THINGS AT ONCE.
 10:13:30 WE WILL BE ON ION WAVE ON THE VILLAGE WEBSITE AND PUBLISHED
 10:13:36 PERIODICALS AND NEWSPAPERS, ET CETERA, WILL BE ADVERTISING
 10:13:40 THIS, OPEN AND NATIONALLY.

10:13:42 MEANWHILE, FROM A MASTER LIST THAT WE MAINTAIN OF ALL TYPES
 10:13:46 OF DIFFERENT ENTERTAINMENT, FOOD, BEVERAGE TYPE OPTIONS THAT
 10:13:50 WE'RE AWARE OF, THEY WON'T ALL FIT HERE, PER SE, BUT WE CAN
 10:13:54 GO INTO THOSE SECTIONS, IF YOU WILL, OF THOSE TYPES OF USES
 10:13:58 AND TARGET THOSE THAT WE DEEM TO BE COMPLEMENTARY AND WILL
 10:14:04 FIT THE PROFILE THAT WE'RE LOOKING HERE AND WILL PROACTIVELY
 10:14:07 GO OUT.
 10:14:08 WE CREATED A SOLICITATION DOCUMENT THAT'S ATTACHED IN YOUR
 10:14:10 PACKETS.
 10:14:11 I THINK YOU ALL HAVE COPIES OF THAT.
 10:14:13 VERY HIGH-LEVEL, VERY DESCRIPTIVE, NOT A FORMAL RFP OR RFQ
 10:14:19 DOCUMENT LIKE WE WOULD USE IN ENGINEERING OR CONSTRUCTION
 10:14:21 ENVIRONMENT, BUT IT'S TO MAKE PEOPLE AWARE AND ENTICE THEM
 10:14:25 TO WHAT WE THINK THE BEAUTY OF THE SPORTS PARK IS AND
 10:14:29 ENTERTAINMENT CAMPUS TO BE.
 10:14:30 WE'LL GO OUT AND BE PROACTIVE IN TARGETING SOME OF THOSE AND
 10:14:33 HAVING SOME CONVERSATION.
 10:14:35 WE'LL ALSO BE TALKING TO HIGH 5 ENTERTAINMENT ABOUT THAT.
 10:14:37 THEY LIVE AND BREATHE IN THIS WORLD EVERY DAY.
 10:14:41 THROUGH THEIR INTERNATIONAL ASSOCIATION, THEY ARE VERY AWARE
 10:14:46 OF OTHER PARTNERS WHO DO THE SAME THING AS THEM THAT ARE
 10:14:48 VERY COMPLEMENTARY AND THEY ARE MORE THAN HAPPY TO HELP US
 10:14:52 THROUGH THIS PROCESS AND HAVE GOOD PARTNERS NEXT DOOR TO
 10:14:56 THEM.
 10:14:56 >>Jon McLain: WHEN DO YOU THINK WE'LL ACTUALLY SUBMIT THOSE
 10:15:00 REQUESTS FOR QUOTES?
 10:15:03 >>Michael Comparato: THE MINIMUM REQUIREMENT IS 21 DAYS.
 10:15:06 AS YOU RECALL THE FIRST TIME WHEN WE WENT THROUGH THIS, I
 10:15:08 THINK WE ENDED UP AT ABOUT A THREE-MONTH PROCESS WHEN WE
 10:15:12 FINALLY GOT TO THE POINT THAT WE RECOMMENDED PUBLIC
 10:15:15 IMPROVEMENT AGREEMENT WITH HIGH 5.
 10:15:17 I THINK TO THE MANAGER'S POINT --
 10:15:19 >>Jon McLain: I'M REALLY MORE INTERESTED, WHEN DO WE PUT THE
 10:15:22 SOLICITATION OUT?
 10:15:24 >>Michael Comparato: AS SOON AS YOU GIVE US THE GO-AHEAD,
 10:15:27 WE'RE READY TO HIT THE SEND BUTTON.
 10:15:30 AS SOON AS YOU GIVE US APPROVAL.
 10:15:32 WE CAN DO IT TODAY.
 10:15:33 >>Jon McLain: ALL RIGHT.
 10:15:34 THAT'S GOOD.
 10:15:35 AFTER THAT, YOU HAVE NEGOTIATIONS THAT GO FOR THREE MONTHS
 10:15:37 AND SOMETIMES SIX MONTHS DEPENDING ON WHO YOU GET.
 10:15:41 I WALKED THE PROPERTY OUTSIDE -- I DIDN'T GO INTO THE
 10:15:47 ENTERTAINMENT CENTER, BUT YOU CAN WALK FROM ESTERO PARKWAY
 10:15:50 ALL THE WAY DOWN INTO HERE.
 10:15:52 THE QUESTION IS, WHEN I LOOK AT THIS ILLUSTRATION YOU HAVE
 10:15:56 HERE NOW, THERE'S DARK BLUE FOR THE LAKE ON THE WEST SIDE
 10:16:00 THERE.

10:16:00 IS THAT SHRUNK FROM THE ORIGINAL PLAN?

10:16:04 >>Michael Comparato: YES.

10:16:05 >>Jon McLain: IF YOU ARE LOOKING AT PAD WHATEVER NUMBER IT

10:16:08 IS, THREE OR FOUR WITH THE LAKE BEING ALL THE WAY UP THERE,

10:16:11 THERE'S NOT REALLY MUCH OF A PAD.

10:16:13 >>Michael Comparato: GREAT SEGUE TO THE NEXT AGENDA ITEM, I

10:16:16 BELIEVE, SO THANK YOU FOR DOING THAT.

10:16:19 YES.

10:16:20 TO SPEAK TO THE NEXT AGENDA ITEM, I'LL ANSWER YOUR QUESTION

10:16:24 ON THIS ONE, ONE OF THE REVISIONS WE'VE MADE AND ARE MAKING

10:16:28 TO THE SITE AS A RESULT OF NOW CONNECTING EVERYTHING TO THE

10:16:31 COUNTY PROPERTY AND TO THE SPORTS PARK IS ORIGINALLY HIGH 5,

10:16:37 THIS WAS THE HIGH 5 CAMPUS OVER HERE, RIGHT UP TO THE LAKE.

10:16:41 AND NOW WITH THE NEW PLAN, WE ARE EFFECTIVELY KIND OF

10:16:46 RECONSTRUCTING WHAT'S ALREADY BUILT AND WE'RE SHRINKING THE

10:16:50 FOOTPRINT OF THE LAKE WITHOUT ADJUSTING THE VOLUME THAT WE

10:16:52 NEED FOR DETENTION, WHICH OPENS UP A LARGER PAD AREA AS A

10:16:58 RESULT OF THAT BY ADJUSTING THAT.

10:17:01 PART OF WHAT WE'LL DO WHEN WE RESTART CONSTRUCTION OF THE

10:17:04 NEWLY DESIGNED ENTERTAINMENT CAMPUS IS RESCULPT THIS LAKE.

10:17:10 THIS IS THE EXISTING FOOTPRINT, BUT IN THE FINAL DESIGN, IT

10:17:15 WILL COME FURTHER TO THE SOUTH.

10:17:17 >>Jon McLain: HOW DO YOU ADD MORE VOLUME WHEN YOU SHRINK --

10:17:21 >>Michael Comparato: WE'RE NOT ADDING VOLUME.

10:17:23 IT IS THE SAME VOLUME.

10:17:24 WE'RE JUST RESCULPTING IT.

10:17:26 >>Jon McLain: THE OTHER QUESTION I HAVE IS LOOKING FOR THE

10:17:30 PURCHASE THAT WE JUST MADE WITH LEE COUNTY, SOCCER FIELDS UP

10:17:34 THERE, PRETTY GOOD SIZE AREA FOR ONE VENUE, WE MAY HAVE TO

10:17:38 BE PREPARED TO SAY WE DIDN'T GET THE RIGHT SOLICITATION AND

10:17:42 CHOP THAT INTO TWO.

10:17:43 RATHER THAN HAVING FIVE, WE HAVE SIX.

10:17:45 >>Michael Comparato: THE GOOD NEWS IS, THAT'S ALL THE

10:17:48 FLEXIBILITY THAT WE HAVE THROUGH THIS PROCESS.

10:17:50 WE REALLY HAVE NO RESTRICTIONS IN TERMS OF HOW WE GO THROUGH

10:17:55 THAT PROCESS.

10:17:55 IF THAT AVAILS ITSELF TO US, THEN THE COUNCIL CERTAINLY HAS

10:18:00 THAT OPPORTUNITY, YES.

10:18:03 >>Jon McLain: I THINK LIKE JEFF, I AM ANXIOUS TO SEE THIS

10:18:07 THING ROLLING.

10:18:08 >>Michael Comparato: YES, SIR.

10:18:09 >>Jon McLain: HOPE THE REST OF THE COUNCIL FEELS THE SAME

10:18:12 WAY.

10:18:12 ANY WAY WE CAN TO GET SOME REVENUE COMING INTO THE VILLAGE

10:18:15 OF ESTERO SO WE CAN FINISH THE SPORTS PARK IN THERE.

10:18:20 >>Michael Comparato: WE ARE AS WELL.

10:18:21 >>Jon McLain: THANK YOU FOR ANSWERING MY QUESTION.

10:18:23 >>Mayor Ribble: THANK YOU, COUNCILMAN.

10:18:24 I THINK WE ALL FEEL THE SAME WAY.
 10:18:26 ANY OTHER QUESTIONS?
 10:18:27 MR. SARKOZY.
 10:18:30 >>Steven Sarkozy: THANK YOU, MAYOR.
 10:18:35 TO THE QUESTION OR THE COMMENT ABOUT REVENUE, WE'VE ALREADY
 10:18:39 DONE INITIAL ESTIMATES ON WHAT THE MAINTENANCE COST WILL BE
 10:18:43 FOR THIS ENTIRE FACILITY ONCE IT'S BUILT.
 10:18:46 SO THE MASTER PLAN HERE GUIDES THAT DEVELOPMENT PROCESS.
 10:18:51 ONCE FULLY BUILT OUT, WE HAVE AN IDEA WHAT IT WILL TAKE TO
 10:18:54 MAINTAIN IT.
 10:18:55 AT THIS POINT, THE LOWEST ESTIMATE OF ANNUAL REVENUE COMING
 10:19:03 FROM HIGH 5 IS ADEQUATE TO COVER THE COST OF THAT
 10:19:09 MAINTENANCE.
 10:19:10 NOW, THESE ARE ALL PROJECTIONS, BUT WE'VE USED THE ESTIMATES
 10:19:15 FROM HIGH 5, AND WE FEEL THAT WE'RE VERY WELL COVERED.
 10:19:21 WE ARE IN DOGGED PURSUIT OF ADDITIONAL REVENUE, NOT BECAUSE
 10:19:29 IT'S NECESSARY FOR THE MAINTENANCE, BUT IT COULD THEN HELP
 10:19:31 US FINANCE THE ACTUAL CAPITAL CONSTRUCTION.
 10:19:37 >>Jim Ward: STEVE, I NEED TO CLARIFY WHAT YOU JUST SAID.
 10:19:41 DOES THAT INCLUDE THE CAM COSTS THAT ARE GOING TO BE
 10:19:44 ABSORBED BY EACH INDIVIDUAL PAD OWNER?
 10:19:47 >>Steven Sarkozy: THE CAM COSTS WILL COVER THE MAINTENANCE
 10:19:51 OF THE PARKING LOTS AND THE OPERATION AROUND THE PRIVATE
 10:19:57 DEVELOPMENT.
 10:19:58 THE CAM WON'T COVER THE PUBLIC AREAS.
 10:20:05 THAT WILL BE THE REVENUE WE'RE GETTING OFF OF THE LEASE AND
 10:20:07 THE PERCENT COMING OFF OF THE GROSS PROFIT, WHICH ACCRUES TO
 10:20:13 THE VILLAGE FROM HIGH 5 AND WE HOPE WILL BE A SIMILAR
 10:20:18 FORMULA THAT WE APPLY TO THE OTHER PARCELS WILL PAY FOR THE
 10:20:24 MAINTENANCE PLUS ON THE PUBLIC STUFF THAT WE'RE BUILDING,
 10:20:28 LIKE THE BALL FIELDS, SOCCER FIELDS AND WHATNOT.
 10:20:31 AND THE REASON WHY WE'RE DOING THAT IS THAT THE BALL FIELDS,
 10:20:36 SOCCER FIELDS AND SO FORTH REALLY HAVE VERY LIMITED ABILITY
 10:20:43 TO GENERATE REVENUE.
 10:20:45 THEY ARE PUBLIC FACILITIES.
 10:20:46 SO HERE BY PUTTING THE TWO TOGETHER, THE PRIVATE AND PUBLIC
 10:20:51 NEXT TO ONE ANOTHER, WE'RE CREATING A SYNERGY THAT REALLY
 10:20:55 HAS A SIGNIFICANT SPIN-OFF TO THE BENEFIT OF THE VILLAGE.
 10:20:59 >>Jim Ward: BY ADDING ADDITIONAL PADS AS SUGGESTED, IT US
 10:21:02 THAT ACTUALLY LOWER THE CAM COST TO THE INDIVIDUAL PAD OWNER
 10:21:08 OR IS IT THE CAM COSTS INCREASE WITH RESPECT TO THE NUMBER
 10:21:14 OF UNITS YOU HAVE?
 10:21:15 >>Steven Sarkozy: THE CAM COSTS WILL INCREASE AND WILL HELP
 10:21:18 US MAINTAIN THIS AT A VERY, VERY HIGH LEVEL OF QUALITY.
 10:21:23 SO IT'S NOT ONLY THE CLEANLINESS, THE BUILD-OUT, THE
 10:21:27 MAINTENANCE OF THE LANDSCAPING, BUT ALSO THE SECURITY ON THE
 10:21:33 SITE.
 10:21:33 WE'RE CREATING A FAMILY ENTERTAINMENT CENTER, SO THE

10:21:36 STANDARD FOR WHAT WE WANT THERE IS THE ESTERO HIGH LEVEL.
 10:21:45 >>Mayor Ribble: ANYONE ELSE?
 10:21:45 SEEING NONE, MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENT?
 10:21:50 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:21:54 >>Mayor Ribble: I'LL ENTERTAIN A MOTION.
 10:21:57 COUNCILWOMAN FAYHEE, SECONDED BY COUNCILMAN McLAIN.
 10:22:00 WOULD YOU PLEASE CALL THE ROLL, MADAM CLERK.
 10:22:03 >>Jeff Hunt: AYE.
 10:22:05 >>Jon McLain: AYE.
 10:22:07 >>Lori Fayhee: AYE.
 10:22:09 >>Rafael Lopez: AYE.
 10:22:10 >>Jim Ward: AYE.
 10:22:12 >>Vice-Mayor Zalucki: AYE.
 10:22:13 >>Mayor Ribble: AYE.
 10:22:15 ITEM 7D, ESTERO ENTERTAINMENT DISTRICT DESIGN AND PERMITTING
 10:22:21 CHANGE ORDER 01.
 10:22:23 STEVE, AGAIN, WOULD YOU INTRODUCE THIS?
 10:22:26 >>Steven Sarkozy: THANK YOU, MADAM MAYOR, MEMBERS OF
 10:22:28 COUNCIL.
 10:22:28 THIS IS THE CHANGE ORDER IN THE INITIAL DESIGN AND
 10:22:37 ENGINEERING EFFORT TO CREATE THE SPORTS PARK.
 10:22:43 WHAT WE'RE DOING HERE IS THAT YOU'LL RECALL THAT WHEN THE
 10:22:47 VILLAGE BOUGHT THE 20 ACRES, WE PROCEEDED WITH THE DESIGN,
 10:22:52 ENGINEERING, AND PERMITTING FOR A PROJECT ON OUR 20 ACRES
 10:22:58 ALONE.
 10:22:59 NOW THAT WE'VE ACQUIRED THE ADDITIONAL 25 ACRES FROM THE
 10:23:03 COUNTY, WE HAVE 45 ACRES THAT WILL BE DEVOTED FOR PRIVATE
 10:23:07 DEVELOPMENT.
 10:23:11 PREVIOUSLY MENTIONED AND I'LL ASK MICHAEL TO WALK THROUGH IT
 10:23:14 AGAIN, BUT THE DESIGN OF THE PROJECT HAS TURNED.
 10:23:20 INSTEAD OF HIGH 5 FACING SOUTH, THEY NOW FACE NORTH.
 10:23:24 THE MODIFICATIONS TO THIS PLAN, BECAUSE WE HAVE GONE FROM 20
 10:23:31 ACRES TO 45 ACRES, NECESSITATES A CHANGE IN THE
 10:23:35 INFRASTRUCTURE THAT NEEDS TO BE ENGINEERED BY OUR
 10:23:40 CONSULTANT.
 10:23:40 AGAIN, I'LL INTRODUCE MICHAEL COMPARATO OF VIESTE AS OUR
 10:23:47 OWNER'S REPRESENTATIVE TO GO THROUGH THE ORIGINAL SITE PLAN
 10:23:50 AND THEN TALK ABOUT THE CHANGES THAT WOULD BE ALLOWED AND
 10:23:55 ENGINEERED UNDER THIS COUNCIL ACTION.
 10:23:58 AND OUR PARTNER IN THIS, OF COURSE, IS RWA ENGINEERING,
 10:24:02 WHICH HAS BEEN WITH US FROM THE BEGINNING OF THE PROJECT.
 10:24:05 MICHAEL.
 10:24:05 >>Michael Comparato: THANK YOU, SIR.
 10:24:07 ON YOUR SCREEN AND IN YOUR PACKETS, YOU SEE THE ORIGINAL
 10:24:10 SITE PLAN THAT THE MANAGER JUST ALLUDED TO AND THE CURRENT
 10:24:15 SITE PLAN AFTER WE'VE MADE ALL THE CHANGES.
 10:24:18 ON THE LEFT, THE ORIGINAL SITE PLAN TO THE POINT, BEFORE WE
 10:24:21 HAD CONTROL OF THE COUNTY PROPERTY SURROUNDING IT, HIGH 5

10:24:25 WAS IN THIS KIND OF LINEAR AREA IN THE MIDDLE OF THE CAMPUS
 10:24:30 ALONG THE WATERFRONT, AND WE WERE NEGOTIATING, AS YOU'LL
 10:24:33 RECALL, WITH OTHER PARTNERS FOR POTENTIAL PICKLEBALL COMPLEX
 10:24:39 THAT WERE IN OUR NEGOTIATION AND IN OUR SOLICITATION DURING
 10:24:41 THIS PHASE.
 10:24:42 AND THEN WE HAD A THIRD PARCEL AVAILABLE BEYOND THOSE TWO.
 10:24:48 THE CAMPUS DESIGN HAD A MAIN ENTRY POINT OFF OF VIA COCONUT
 10:24:52 INTO THE MIDDLE OF THE ENTRYWAY ALONG VIA COCONUT, THAT
 10:24:56 FRONTAGE AND COMING DOWN AND BISECTING THROUGH THE MIDDLE OF
 10:24:59 THE CAMPUS, DOWN TO WILLIAMS ROAD, WITH THE PARTNERS ON
 10:25:05 EITHER SIDE OF THAT, EACH OF WHICH HAVING A CERTAIN AMOUNT
 10:25:10 OF DEDICATED PARKING AND ONE COMMON PARKING FIELD.
 10:25:13 TO THE POINT THE MANAGER JUST MADE, THE FRONT ENTRY POINT OF
 10:25:17 HIGH 5 WAS TO THE SOUTH.
 10:25:19 YOU MAY RECALL THAT NOT ONLY WAS THIS FULLY ENGINEERED BUT
 10:25:23 WE WENT TO BID ON THIS PLAN AND BID PACK 1, ALL OF THE
 10:25:29 PRELIMINARY SITE WORK UNDER LIMITED DEVELOPMENT ORDER
 10:25:31 ACTUALLY STARTED.
 10:25:32 EVERYTHING THAT YOU SEE WHEN YOU DRIVE BY THE SITE HAS BEEN
 10:25:35 CONSTRUCTED PER THIS PLAN.
 10:25:38 THIS GETS BACK TO McLAIN'S QUESTION EARLIER ABOUT THE PAD
 10:25:46 SIZE AND CONFIGURATION OF THE LAKE THAT YOU CAN NOW SEE IS
 10:25:49 CHANGING.
 10:25:49 IN ORDER TO ACCOMMODATE REORIENTING THE CAMPUS AND BLENDING
 10:25:54 IT INTO THE SPORTS PARK, NOW THAT WE HAVE COUNTY LAND
 10:25:58 ASSOCIATED, WITH REQUIRED A FAIRLY SUBSTANTIAL AMOUNT OF
 10:26:00 REENGINEERING TO THE PLAN.
 10:26:02 FIRST OF ALL, WE HAD TO MOVE -- WE MOVED HIGH 5 FROM THE
 10:26:06 MIDDLE OF THE SITE UP TO THE NORTHERN PORTION OF THE SITE.
 10:26:10 WE REORIENTED THAT PAD TO CREATE NEW PARKING.
 10:26:14 WE SHRUNK THE LAKE PERIMETER, MAINTAINING THE VOLUME NEEDED
 10:26:18 FOR STORM DRAINAGE.
 10:26:21 TO REORIENT, WE MOVED THE ROAD OUT OF THE MIDDLE OF THE SITE
 10:26:26 COMPLETELY AND INSTEAD NOW HAVE PERIMETER ACCESS JUST EAST
 10:26:31 OF THE 20 ACRES BETWEEN HIGH 5 AND THE DRIVING RANGE.
 10:26:35 SO THAT'S MOVED OFF-SITE TO GET DOWN TO WILLIAMS HERE.
 10:26:39 SO THE ENTRY POINTS INTO PARKING WILL COME OFF OF A SPINE
 10:26:43 ROAD THAT'S NOW OFF-SITE EFFECTIVELY VERSUS ON-SITE.
 10:26:47 NEEDLESS TO SAY, THAT CONSTITUTES A SIGNIFICANT AMOUNT OF
 10:26:49 RELOCATING ALL THE UTILITY LINES AND EVERYTHING THAT WOULD
 10:26:53 OTHERWISE SERVE THE SITE FROM ITS ORIGINAL DESIGN TO THE NEW
 10:26:55 DESIGN.
 10:26:56 SO EVERYTHING THAT YOU'RE SEEING IN YOUR PACKET RELATED TO
 10:26:59 THIS REQUEST OF A CHANGE ORDER, STAFF HAS REVIEWED AND
 10:27:03 RECOMMENDED APPROVAL TO ALLOW FOR THE REENGINEERING FOR THE
 10:27:08 NEW CONSTRUCTION PLANS TO GO BACK OUT FOR THE SECOND PHASE
 10:27:11 AND FINAL PHASE OF SITE CONSTRUCTION, WHICH WE'RE CURRENTLY
 10:27:14 IN MARKET WITH, THESE CHANGES WERE NECESSARY TO ACCOMMODATE

10:27:18 THE REDESIGN AND ACCOMMODATING THE COUNTY PROPERTY BEING
 10:27:21 ADDED.
 10:27:26 >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 10:27:27 COUNCILMAN ZALUCKI.
 10:27:30 >>Vice-Mayor Zalucki: THANKS AGAIN FOR THE OVERVIEW,
 10:27:32 MICHAEL.
 10:27:32 I'M IN FAVOR OF THIS.
 10:27:33 THE PLAN LOOKS A LOT BETTER IMPROVED IN MY OPINION.
 10:27:36 I LIKE THE ADDITIONAL PARKING.
 10:27:38 IT LOOKS REALLY GOOD.
 10:27:40 TWO QUESTIONS.
 10:27:41 ONE, ARE WE REASONABLY ASSURED THIS IS GOING TO BE THE FINAL
 10:27:45 CHANGE?
 10:27:46 >>Michael Comparato: YES, SIR.
 10:27:46 THIS IS FINAL.
 10:27:47 >>Vice-Mayor Zalucki: GREAT.
 10:27:49 EXHIBIT A, PAGE 5, I NOTICED UNDER ASSUMPTIONS IT SAYS THE
 10:27:55 ADDITIONAL SERVICES TO BE PROVIDED BY THE CONSULTANT ARE
 10:27:57 EXPECTED TO HAVE A DURATION OF 455 CALENDAR DAYS.
 10:28:01 DOES THAT MEAN IT WILL TAKE THEM THAT LONG OR WHAT DOES THAT
 10:28:04 CLAUSE MEAN TO US AS FAR AS DURATION?
 10:28:06 >>Michael Comparato: GOOD QUESTION.
 10:28:07 DAVID, DO YOU HAVE AN ANSWER TO THAT QUESTION SPECIFICALLY
 10:28:12 IN TERMS OF THE DURATION PERIOD?
 10:28:13 I CAN TELL YOU THIS IN MY QUICK ANSWER, WE ARE OUT TO BID.
 10:28:19 THE PLANS ARE DONE FROM RWA'S PERSPECTIVE AND ARE OUT TO BID
 10:28:22 CURRENTLY.
 10:28:23 I BELIEVE THE REENGINEERING WORK IS COMPLETED AT THIS POINT.
 10:28:27 >>Vice-Mayor Zalucki: THE REENGINEERING IS DONE.
 10:28:29 >> THE DESIGN IS DONE.
 10:28:33 >>Vice-Mayor Zalucki: CAN SOMEBODY JUST EXPLAIN WHAT THE
 10:28:35 ASSUMPTION IS OF THE 455 CALENDAR DAYS, WHY THAT'S IN THERE?
 10:28:40 THE DOCUMENT WAS DRAFTED IN FEBRUARY.
 10:28:46 >>Michael Comparato: YOU NEED TO COME UP, PLEASE.
 10:28:59 >> TRENTON GASKINS WITH VIESTE.
 10:29:02 I LIVE IN NAPLES.
 10:29:04 IN REGARDS TO THE 485 DAYS, THE DESIGN IS COMPLETELY DONE.
 10:29:07 I BELIEVE THAT IS TO MONITOR THE CONSTRUCTION FROM A PROJECT
 10:29:09 MANAGEMENT PERSPECTIVE.
 10:29:10 IT HAS NOTHING TO DO WITH THE DESIGN BUT THE ACTUAL
 10:29:13 CONSTRUCTION MANAGEMENT OF THAT.
 10:29:15 >>Mayor Ribble: INCLUDING SENDING IT OUT TO BID?
 10:29:18 >> YES, CORRECT.
 10:29:18 >>Mayor Ribble: THE BID PROCESS AND CONSTRUCTION PROCESS.
 10:29:21 >> DOES THAT ANSWER YOUR QUESTION?
 10:29:24 >>Vice-Mayor Zalucki: IT GIVES ME AN ANSWER.
 10:29:25 IT DOESN'T SEEM TO ME THAT RWA IS DOING ANYTHING -- THEY ARE
 10:29:30 ENGINEERS, SO THEY HAVE NOTHING TO DO WITH THE CONSTRUCTION.

10:29:32 THEY ARE DESIGNING, RIGHT?
 10:29:33 >> CORRECT.
 10:29:34 BUT THEY WOULD MONITOR THE CONSTRUCTION -- THEY WOULD
 10:29:37 MONITOR THE DESIGN SO THAT THE CONTRACTOR IS ACTUALLY
 10:29:40 IMPLEMENTING THE DESIGN.
 10:29:41 >>Vice-Mayor Zalucki: MAYBE 455 DAYS THEY'LL MONITOR THE
 10:29:44 CONSTRUCTION TO MAKE SURE THEY FOLLOW THE DESIGN.
 10:29:47 UNDERSTOOD.
 10:29:47 THANK YOU.
 10:29:53 >>Jeff Hunt: STEVE, THIS MIGHT BE FOR YOU.
 10:29:55 YOU MADE A COMMENT.
 10:29:56 I WANT TO MAKE SURE I UNDERSTOOD IT PROPERLY.
 10:29:58 THE ADDITIONAL COST, 334,000, THAT'S RELATED TO THE
 10:30:02 EXPANSION OF 20 ACRES TO 45?
 10:30:07 >>Steven Sarkozy: YES.
 10:30:08 IN THAT PROCESS, WE HAVE A NEW SPINE ROAD GOING THROUGH THE
 10:30:16 SITE, COMING OFF OF VIA COCONUT AND GOING DIAGONALLY DOWN TO
 10:30:22 WILLIAMS ROAD WHERE PREVIOUSLY THE ONLY ACCESS WAS REALLY
 10:30:29 FROM WILLIAMS ROAD FROM THE SOUTH THROUGH THE PROCESS.
 10:30:33 SO OUR 20 ACRES IS NOT GOING TO BE SPLIT BY THE ROAD.
 10:30:39 IT'S GOING TO HAVE A ROAD OFF TO THE SIDE, LEAVING US MORE
 10:30:45 CONTIGUOUS AREA FOR THREE PRIME PRIVATE PARTNERS.
 10:30:49 I WOULD SAY ALSO JUST IN RESPONSE TO THAT, I WAS NOT ON THE
 10:30:59 CALL, BUT MICHAEL WAS, AND WE'VE LOOKED AT THIS WITH HIGH 5,
 10:31:05 SO HIGH 5 LOOKS AT THIS MODIFICATION NOT WITH ANY CONCERN,
 10:31:12 BUT ACTUALLY HIGHLY FAVORABLE.
 10:31:15 THEY HAVE INCREASED THEIR ESTIMATE OF ANNUAL REVENUE BY
 10:31:18 ABOUT 20% BECAUSE THEIR FRONT DOOR IS NOW ON THE MAIN DRAG
 10:31:25 COMING IN THROUGH THE SITE.
 10:31:26 AND IT REALLY CREATES A MUCH NICER PATHWAY, ROADWAY THROUGH
 10:31:36 THIS ENTIRE SITE THAT WILL BE ATTRACTIVE FOR THE COMMUNITY.
 10:31:38 SO 20% ON A MILLION DOLLARS IS A LOT OF MONEY.
 10:31:46 >>Mayor Ribble: COUNCILMAN McLAIN.
 10:31:48 >>Jon McLain: I KNOW THIS IS THE SITE PLAN.
 10:31:51 I HEAR THAT HIGH 5 MAY BE CONSIDERING A MODIFICATION TO
 10:31:55 THEIR BUILDING FOR INDOOR PICKLEBALL EXPANSION?
 10:31:59 >>Michael Comparato: THEY ARE CONSIDERING GOING FROM FOUR
 10:32:01 COURTS INDOOR TO SIX.
 10:32:05 >>Jon McLain: WILL THAT AFFECT THE SITE PLAN?
 10:32:07 >>Michael Comparato: NO, IT WILL NOT.
 10:32:09 IT WILL BE ALL WITHIN THEIR PERIMETER.
 10:32:12 IT DOESN'T AFFECT THE SITE PLAN AT ALL.
 10:32:16 >>Mayor Ribble: ANYTHING ELSE?
 10:32:16 MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENT?
 10:32:19 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:32:22 >>Mayor Ribble: I WILL ENTERTAIN A MOTION.
 10:32:24 COUNCILMAN LOPEZ, SECONDED BY COUNCILMAN ZALUCKI.
 10:32:29 MADAM CLERK, PLEASE CALL THE ROLL.

10:32:34 >>Jim Ward: AYE.
 10:32:36 >>Rafael Lopez: AYE.
 10:32:38 >>Lori Fayhee: AYE.
 10:32:40 >>Jon McLain: AYE.
 10:32:41 >>Jeff Hunt: AYE.
 10:32:43 >>Vice-Mayor Zalucki: AYE.
 10:32:44 >>Mayor Ribble: AYE.
 10:32:49 >>Michael Comparato: THANK YOU ALL.
 10:32:50 >>Mayor Ribble: THANK YOU, MICHAEL.
 10:32:51 ITEM 7E, THE MEMORANDUM OF AGREEMENT WITH BERT.
 10:32:58 STEVE, WOULD YOU INTRODUCE THIS PLEASE?
 10:33:02 >>Steven Sarkozy: THANK YOU.
 10:33:03 THE ACQUISITION OF THE UNUSED, AT THIS POINT UNUSED RAIL
 10:33:07 LINE GOING THROUGH THE VILLAGE HAS BEEN A TOP PRIORITY OF
 10:33:13 THE VILLAGE COUNCIL FOR SEVERAL YEARS NOW.
 10:33:15 WE'VE BEEN IN AN EFFORT TO TRY TO SECURE WHAT WOULD BE A
 10:33:21 COSTLY RIGHT-OF-WAY, BUT ONE THAT WOULD BE REALLY VALUABLE
 10:33:26 FOR BIKE AND PEDESTRIAN TRAFFIC IN THE VILLAGE.
 10:33:29 WE'VE CALLED THIS EFFORT THE BERT LINE, THE BONITA ESTERO
 10:33:35 RAIL TRAIL.
 10:33:35 WHAT'S CLEAR IS THAT WE NEED PARTNERS, FINANCIAL PARTNERS
 10:33:41 FROM THE STATE AND/OR FEDERAL GOVERNMENT TO GET ENOUGH MONEY
 10:33:47 TO BUY THIS LINE.
 10:33:48 IT'S VERY EXPENSIVE.
 10:33:53 ONE OF THE DILEMMAS THAT WE HAVE IS THAT AS WE ASK ANY
 10:33:57 NUMBER OF STATE OR FEDERAL AGENCIES FOR ASSISTANCE,
 10:34:00 PARTICULARLY THE STATE LEGISLATURE, THE THEY ARE ASKING US
 10:34:05 WHAT SKIN DO YOU HAVE IN THE GAME, WHICH IS A GOOD QUESTION.
 10:34:09 WE DON'T HAVE ANYTHING AT THIS POINT.
 10:34:12 WE'VE HAD SOME BUT NOT A LOT.
 10:34:13 WHAT IS PROPOSED HERE IS FORMALIZING THE CONSORTIUM BETWEEN
 10:34:21 THE VILLAGE OF ESTERO, THE CITY OF BONITA SPRINGS AND
 10:34:24 COLLIER COUNTY TO ALLOW US TO DEVELOP AN 11.4-MILE SEGMENT
 10:34:30 OF THIS LINE, TO ACQUIRE IT AND ULTIMATELY BUILD IT FROM
 10:34:35 ESTERO PARKWAY SOUTH INTO COLLIER COUNTY.
 10:34:38 THE PORTION GOING NORTH WE'RE LEAVING FOR A FUTURE
 10:34:44 OPPORTUNITY WITH LEE COUNTY, BUT THIS LINE GOING TO THE
 10:34:48 SOUTH WOULD BE VERY, VERY ATTRACTIVE FOR THE VILLAGE AS THAT
 10:34:52 PROVIDES ONE OF THE ONLY -- I THINK THE ONLY NORTH-SOUTH
 10:34:56 CONNECTION, WHICH WOULD BE AN OFF-ROAD CONNECTION AND VERY
 10:35:00 SAFE FOR THE COMMUNITY.
 10:35:01 SO WHAT'S PROPOSED HERE IS A MEMORANDUM OF AGREEMENT WHERE
 10:35:07 EACH OF THE THREE PUBLIC UNITS OF GOVERNMENT WOULD ALLOCATE
 10:35:13 A CERTAIN AMOUNT OF MONEY TOWARD THIS PROJECT AND AGREE TO
 10:35:18 WORK COLLABORATIVELY TO TRY TO MAKE THIS HAPPEN.
 10:35:22 WHAT IT DOES IS IN ONE AGREEMENT SHOWS THE LEGISLATURE THAT
 10:35:26 WE'RE UNITED, TRYING TO MAKE THIS HAPPEN WITH A COMMON

10:35:32 OBJECTIVE AND ACTUALLY A COMMITMENT TO PUT MONEY INTO THE
 10:35:36 PROJECT IN A SIGNIFICANT WAY, IF WE CAN GET A MATCH FROM THE
 10:35:41 FEDERAL OR STATE GOVERNMENT.
 10:35:42 SO THAT MATCH FOR ESTERO WOULD BE \$15 MILLION FOR THIS.
 10:35:50 WE WOULD PROPOSE TO PUT THIS INTO OUR CAPITAL IMPROVEMENT
 10:35:54 PROGRAM AS A HIGH PRIORITY PROJECT, BUT ACTUALLY NOT STEP UP
 10:36:03 AND ENCUMBER THE FUNDS FOR THE C.I.P. UNTIL WE GET THE LOCAL
 10:36:09 MATCH.
 10:36:09 THIS SIMPLY CONVEY TO EVERYONE THAT THIS HAS BEEN -- AGAIN,
 10:36:19 IT WOULD CONTINUE TO BE A HIGH PRIORITY FOR THE VILLAGE.
 10:36:21 WE DON'T KNOW WHETHER WE WOULD BE ABLE TO GET STATE OR
 10:36:28 FEDERAL FUNDING, BUT THIS CERTAINLY HELPS US DEMONSTRATE
 10:36:32 THAT THERE IS A LOCAL COMMITMENT.
 10:36:34 AS YOU MAY RECALL, WE HAD THIS IN OUR CAPITAL IMPROVEMENT
 10:36:37 PROGRAM PREVIOUSLY AS A HIGH PRIORITY BUT UNFUNDED ACTIVITY.
 10:36:44 THIS IS SIMPLY RESTORING THAT TO WHERE IT WAS A YEAR AGO.
 10:36:47 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL. WE'RE
 10:36:53 ASKING THAT THERE BE SOME LATITUDE PROVIDED TO ALLOW US TO
 10:36:58 MAKE MINOR, MORE INSIGNIFICANT CHANGES BECAUSE WE HAVE THE
 10:37:05 ATTORNEYS BOUNCING THIS BACK AND FORTH, AND WE'RE CONCERNED
 10:37:10 WITH FINAL VERSION CONTROL HERE.
 10:37:12 THE CHANGES THAT EACH OF THE ATTORNEYS ARE SUGGESTING ARE
 10:37:17 RELATIVELY MINOR, BUT NONETHELESS WE WANT TO MAKE SURE
 10:37:21 THERE'S ONE AGREEMENT THAT APPLIES TO ALL THREE AGENCIES.
 10:37:26 >>Mayor Ribble: ANY QUESTIONS?
 10:37:31 >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
 10:37:32 THANK YOU, STEVE.
 10:37:33 JUST A QUESTION, ISN'T THIS AGREEMENT, THIS MOA RELATIVE TO
 10:37:36 THE DUE DILIGENCE, EXPENSES WILL BE SHARED EQUALLY AMONGST
 10:37:42 ALL THREE PARTIES INVOLVED?
 10:37:44 >>Steven Sarkozy: EQUALLY, YES, BUT ALSO THERE IS A
 10:37:48 COMMITMENT TO FUND THE ACQUISITION.
 10:37:56 >>Jim Ward: DIDN'T WE MOVE PRIOR TO COMMIT FUNDS TO
 10:37:58 PURCHASING?
 10:37:59 >>Steven Sarkozy: YES.
 10:37:59 >>Jim Ward: HOW DOES THAT DIFFER FROM WHAT WE'RE DOING NOW?
 10:38:02 >>Steven Sarkozy: WELL, FIRST OFF, MORE RECENTLY, WE HAD
 10:38:05 COMMITTED \$5 MILLION FOR A BUILD -- THE ACRONYM IS BUILD --
 10:38:14 GRANT FROM THE FEDERAL GOVERNMENT.
 10:38:15 THE BUILD GRANTS ARE NOW FROZEN AT THE FEDERAL LEVEL.
 10:38:21 WE DON'T HAVE ANY OTHER UPDATE.
 10:38:23 THEY MAY COME BACK.
 10:38:25 WE'VE APPLIED, I THINK IT'S FOR 12 OR MORE MILLION DOLLARS
 10:38:29 IN THAT GRANT APPLICATION.
 10:38:31 AND WE NEEDED TO BE THE LEAD AGENCY ON THAT.
 10:38:34 THIS AGREEMENT ACTUALLY COMMITS THE 15 BUT RESTORES WHAT WE
 10:38:44 HAD IN THE C.I.P. BEFORE.
 10:38:47 >>Jim Ward: THE REASON I ASKED THE QUESTION, I WAS A LITTLE

10:38:49 CONFUSED ABOUT THE COMMENT THAT WE DON'T HAVE SKIN IN THE
 10:38:52 GAME BECAUSE WE DO HAVE SKIN IN THE GAME BY VIRTUE OF THE
 10:38:55 FACT THAT WE HAD APPROVED OR MADE A COMMITMENT TO FUNDING
 10:38:58 IT.
 10:38:58 >>Steven Sarkozy: YOU'RE CORRECT, YES.
 10:39:01 >>Vice-Mayor Zalucki: IF I COULD FOLLOW UP, MAYOR.
 10:39:04 THANK YOU.
 10:39:04 I READ THIS AGREEMENT.
 10:39:05 I DON'T SEE WHERE THERE IS ANY DOLLAR AMOUNT COMMITTED.
 10:39:08 I THINK TO JIM'S POINT, I THINK WE ALREADY DID THAT
 10:39:12 PREVIOUSLY THROUGH MOTIONS IN SUPPORT.
 10:39:15 I THINK THE WAY I READ THIS AGREEMENT, THAT THIS IS SPECIFIC
 10:39:18 TO ANY OF THE DUE DILIGENCE CONCERNS AND ITEMS THAT WOULD BE
 10:39:24 SHARED EQUALLY AMONGST COLLIER, ESTERO, AND BONITA.
 10:39:29 I THINK THAT'S WHAT THIS AGREEMENT ENCOMPASSES, IF I READ IT
 10:39:32 CORRECTLY.
 10:39:32 I DON'T SEE ANYTHING OUTSIDE OF THAT.
 10:39:34 JUST WANT TO CLARIFY.
 10:39:36 >>Steven Sarkozy: CORRECT.
 10:39:37 BUT WE'VE ALREADY GOT THE COMMITMENT IN THE C.I.P.
 10:39:45 >>Jon McLain: THANK YOU.
 10:39:45 I KNOW STEVE HAS BEEN WORKING ON THIS FOR ACTUALLY MONTHS.
 10:39:51 IT'S DIFFICULT SOMETIMES TO GET THREE PARTIES TO AGREE ON
 10:39:55 ANYTHING AND WHEN YOU GET FRIENDLY LAWYERS INVOLVED, THINGS
 10:40:00 CHANGE.
 10:40:01 I READ THIS THROUGH IN PRETTY GOOD DETAIL.
 10:40:03 I DID TALK TO ROB YESTERDAY ABOUT IT.
 10:40:05 CONFIDENTIALITY WAS INTERESTING TO ME.
 10:40:10 THIS IS AN AGREEMENT BETWEEN PARTIES.
 10:40:12 IT BASICALLY SAYS WILL MAINTAIN CONFIDENTIAL OF ANY AND ALL
 10:40:16 APPRAISALS.
 10:40:16 THE APPRAISALS WILL BE HANDLED BY LAND FOR PUBLIC TRUST, BUT
 10:40:21 I THINK WE HAVE TO BE CAREFUL ABOUT REVEALING AND TALKING
 10:40:24 REALLY OPENLY ABOUT THAT.
 10:40:26 THIS AGREEMENT SAYS THAT.
 10:40:27 AND THEN THE LAST ITEM THAT I LOOKED AT WAS WHERE THE VENUE
 10:40:34 WILL BE.
 10:40:35 ROB VERIFIES TO ME IT CAN ONLY BE ONE VENUE, SO IT SAYS LEE
 10:40:39 COUNTY IN THIS DOCUMENT, BUT THAT WILL BE ENCOMPASSING THE
 10:40:43 OTHER COMMUNITIES IN THERE ALSO.
 10:40:45 AND THEN IN 19 THE CONSTRUCTION, I LOOKED AT THIS IS KIND OF
 10:40:51 SINGULAR THE WAY THE LANGUAGE IS.
 10:40:53 THERE WILL BE A MINOR CHANGE TO MAKE IT APPLICABLE TO ALL
 10:40:56 THREE COMMUNITIES.
 10:40:57 BUT LOOKING THROUGH THIS IN PRETTY GOOD DETAIL BECAUSE WE'RE
 10:41:00 MAKING A COMMITMENT TO IT, I DON'T SEE ANY SIGNIFICANT
 10:41:04 CHANGES.
 10:41:06 SO I WOULD RECOMMEND THAT WE ALL THINK OF THIS POSITIVE AND

10:41:11 KEEP THIS BALL ROLLING DOWN AS FAR AS THE AGREEMENT BETWEEN
 10:41:16 PEOPLE.
 10:41:16 FUNDING IS REALLY A SEPARATE ISSUE.
 10:41:20 TALK ABOUT THAT IN MY COMMENTS LATER.
 10:41:22 BUT I THINK THIS IS A GREAT, NOT FIRST START, BUT ALMOST A
 10:41:27 COMPLETED DOCUMENT.
 10:41:30 >>Mayor Ribble: STEVE, NOW THAT WE'RE LOOKING AT A PHASE ONE
 10:41:35 PROJECT, THAT MILEAGE NOW IS 11.4 VERSUS 15.4 ORIGINALLY.
 10:41:40 COULD THAT POSSIBLY REDUCE THE PURCHASE PRICE?
 10:41:45 >>Steven Sarkozy: YES.
 10:41:45 THAT WAS THE REASON WE'VE GONE TO PLAN B, WHICH IS EXCLUDING
 10:41:51 THE PORTION NORTH OF ESTERO PARKWAY, WHICH REDUCES THE COST
 10:41:58 OF THE ACQUISITION AND MAKES IT MAYBE EASIER TO DEAL WITH
 10:42:05 THE THREE COMMUNITIES, ESTERO, BONITA AND COLLIER, AND NOT
 10:42:10 INCLUDING LEE COUNTY.
 10:42:11 SO LEE COUNTY HAS THEIR OWN SET OF PRIORITIES AND NEED FOR
 10:42:19 CAPITAL DOLLARS.
 10:42:23 AT THIS TIME, THEY DON'T HAVE THE MONEY TO ALLOCATE TOWARD
 10:42:25 THIS LINE.
 10:42:26 >>Mayor Ribble: THE LAND FOR PUBLIC TRUST WILL BE TAKING
 10:42:29 CHARGE OF WHATEVER THE PRICE IS THAT NEEDS TO BE NEGOTIATED.
 10:42:32 >>Steven Sarkozy: YES.
 10:42:33 >>Mayor Ribble: THANK YOU.
 10:42:35 >>Jon McLain: THAT WILL ALSO BE SUBSTANTIATED BY ADDITIONAL
 10:42:39 APPRAISAL, SO WE'LL UNDERSTAND.
 10:42:41 I WOULDN'T THINK THE APPRAISAL PRICE WOULD GO DOWN.
 10:42:43 BUT I THINK WE NEED A DIFFERENT APPRAISAL COMPANY THAN WHAT
 10:42:46 WE HAD INITIALLY JUST TO MAKE SURE WE HAVE A VARIETY OF
 10:42:50 OPINIONS ON THAT.
 10:42:51 WE LOOK AT THAT AS A POTENTIAL PRICE, WHATEVER X IS, AND
 10:42:57 THEN WE LOOK AT WHAT OUR FUNDING EFFORTS ARE OVER THE NEXT
 10:43:01 SIX MONTHS AND WE GET A NET OF WHERE WE ARE, AND WE MAY HAVE
 10:43:07 TO AT THAT POINT SAY, GREAT, EVERYTHING IS GOOD OR MAYBE WE
 10:43:10 DO A LITTLE NEGOTIATION AND NEGOTIATIONS SHOULDN'T BE DONE
 10:43:13 UNTIL WE HAVE ALL THE DUE DILIGENCE DONE ON WHAT WE ACTUALLY
 10:43:16 HAVE.
 10:43:17 I THINK IT'S A GOOD PROCESS THAT WE HAVE, AND THIS IS KIND
 10:43:20 OF THE WAY TO KEEP THAT MOVING FORWARD.
 10:43:25 >>Mayor Ribble: MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENT?
 10:43:29 >>Carol Sacco: YES, WE DO, BUT NO E-COMMENTS.
 10:43:31 I HAVE DEBRA ORTON FROM CEDAR CREEK REPRESENTING FRIENDS OF
 10:43:35 BERT.
 10:43:38 >> HELLO.
 10:43:39 I'M NO STRANGER TO THIS ESTEEMED BODY.
 10:43:42 I JUST WANTED TO DO A COUPLE OF THINGS.
 10:43:46 NUMBER ONE IS TO THANK ALL OF YOU FOR YOUR VISION AND YOUR
 10:43:49 SUPPORT.
 10:43:50 IT'S SO GREAT TO SIT HERE IN THE AUDIENCE AND LISTEN TO ALL

10:43:55 THE THINGS THAT YOU'RE DOING IN YOUR VISION OF ESTERO.
 10:43:58 THANK YOU FOR THAT.
 10:43:58 THANK YOU, IF YOU WERE ABLE TO, ATTEND OUR ALL-MEMBER
 10:44:04 MEETING, WHICH WAS LAST WEEK.
 10:44:06 WE HAD A PACKED HOUSE.
 10:44:09 I THINK WHAT THAT DOES IN ADDITION TO WHAT YOU'RE DOING IS
 10:44:13 TO SHOW THE COMMUNITY SUPPORT.
 10:44:15 THAT COMMUNITY SUPPORT NOT ONLY WITH FRIENDS OF BERT AND
 10:44:18 WITH THESE -- WITH THIS ESTEEMED BOARD, HAS GOTTEN US A LONG
 10:44:22 WAYS.
 10:44:24 I WANT TO EMPHASIZE, AS COUNCILMEMBER McLAIN HAS, EVERY
 10:44:32 STEP ALONG THE WAY IS REALLY IMPORTANT.
 10:44:35 SOME OF THOSE THINGS RESULT IN BIG CHANGES AND SOME OF THEM
 10:44:40 JUST KEEPS THE MOMENTUM GOING.
 10:44:43 FOR EXAMPLE, THE OFFICE OF GREENWAYS AND TRAILS AT THE STATE
 10:44:46 LEVEL HAS INVITED US TO GIVE AN UPDATE NEXT WEEK AT THEIR
 10:44:52 STATE MEETING.
 10:44:54 I'VE AGREED TO GO AND GIVE THE UPDATE.
 10:44:56 WE ARE A HIGH-PRIORITY TRAIL FOR THE OFFICE OF GREENWAYS AND
 10:44:59 TRAILS THAT INFORMS SUN TRAILS.
 10:45:01 SO THESE ARE THE TYPES OF THINGS THAT AS YOU DO THESE
 10:45:04 AGREEMENTS, AS YOU, OF COURSE, COUNCILMEMBER WARD, THERE'S
 10:45:10 ALWAYS BEEN SKIN IN THE GAME FROM ESTERO.
 10:45:13 THERE HASN'T BEEN AS MUCH FROM OTHERS.
 10:45:16 SO I THINK THAT IS THE SKIN IN THE GAME COMMENT.
 10:45:20 BUT I JUST WANTED TO THANK YOU AGAIN.
 10:45:21 I WANTED TO INFORM YOU OF WORK THAT'S BEING DONE AT THE
 10:45:25 STATE LEVEL.
 10:45:28 AND THANKS FOR YOUR SUPPORT.
 10:45:31 >>Mayor Ribble: THANK YOU, DEB.
 10:45:32 AT THIS TIME, I'LL ENTERTAIN A MOTION.
 10:45:37 COUNCILMAN HUNT AND SECONDED BY COUNCILMAN McLAIN.
 10:45:42 MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:45:45 >>Carol Sacco: COUNCILMEMBER HUNT?
 10:45:47 >>Jeff Hunt: AYE.
 10:45:49 >>Jon McLain: AYE.
 10:45:50 >>Lori Fayhee: AYE.
 10:45:52 >>Rafael Lopez: AYE.
 10:45:53 >>Jim Ward: AYE.
 10:45:55 >>Vice-Mayor Zalucki: AYE.
 10:45:55 >>Mayor Ribble: AYE.
 10:45:57 NEXT ON THE AGENDA IS 8A, FIRST READING, ORDINANCE NUMBER
 10:46:02 2025-03, REPEALING ARTICLE III OF CHAPTER 10 OF THE VILLAGE
 10:46:07 CODE REGARDING DISASTER RECOVERY.
 10:46:09 MADAM CLERK, WOULD YOU PLEASE READ THE TITLE OF THE
 10:46:13 ORDINANCE?
 10:46:14 >>Carol Sacco: ORDINANCE 2025-03, AN ORDINANCE OF THE
 10:46:17 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, REPEALING

10:46:20 ARTICLE III OF CHAPTER 10 OF THE VILLAGE CODE REGARDING
 10:46:24 DISASTER RECOVERY; MAKING RELATED FINDINGS; AND PROVIDING
 10:46:27 FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
 10:46:32 >>Mayor Ribble: STEVE, WOULD YOU LIKE TO INTRODUCE THIS,
 10:46:34 PLEASE?
 10:46:34 >>Steven Sarkozy: THIS IS A FIRST READING ONLY, BUT I'D LIKE
 10:46:37 TO HAVE MARY GIBBS, OUR DIRECTOR OF COMMUNITY DEVELOPMENT,
 10:46:41 PROVIDE A BRIEF EXPLANATION FOR WHAT'S PROPOSED.
 10:46:44 MARY?
 10:46:48 >>Mary Gibbs: GOOD MORNING.
 10:46:50 THIS IS SOMETHING THAT ACTUALLY OUR ATTORNEY DISCOVERED IN
 10:46:55 ONE OF OUR CODES THAT WAS ADOPTED FROM THE COUNTY THAT
 10:46:58 SOMEHOW ENDED UP IN OUR CODE, AND IT'S INCONSISTENT WITH
 10:47:03 WHAT WE HAVE IN OUR NEW FLOODPLAIN ORDINANCE.
 10:47:06 SO ROB DID ALL THE WORK ON THIS TO REPEAL IT.
 10:47:09 BUT BASICALLY, WE'VE GOT IN OUR FLOODPLAIN ORDINANCE THAT WE
 10:47:13 ADOPTED WHEN FEMA CAME IN IN 2021, EVERYTHING HAS BEEN
 10:47:16 UPDATED.
 10:47:17 THIS WAS OLD LANGUAGE THAT WAS IN A DIFFERENT CODE SECTION
 10:47:19 THAT NOBODY EVEN KNEW EXISTED THAT WE NEED TO GET RID OF.
 10:47:23 DID I EXPLAIN THAT WELL?
 10:47:29 >> A LOT OF SCRATCH-THROUGHS.
 10:47:31 >>Robert Eschenfelder: WE'RE ELIMINATING PAGES OF CODE --
 10:47:34 YOU KNOW WHEN THE VILLAGE WAS ESTABLISHED, WE NEEDED A
 10:47:37 STARTER CODE.
 10:47:37 WHAT I'M TOLD IS WE JUST GRABBED WHAT LEE COUNTY HAD AND
 10:47:41 THEN WE, OVER THE ENSUING YEARS, DID THINGS ON VARIOUS
 10:47:47 TOPICS, ONE OF WHICH IS EMERGENCY MANAGEMENT.
 10:47:49 AS I WENT THROUGH IN THE EXORDIUM CLAUSES TO THE POINT WHERE
 10:47:55 WHAT'S IN THE LEE COUNTY CODE IS INCONSISTENT.
 10:47:57 AND SOME OF IT -- LIKE, WE DIDN'T EVEN OWN A WATER UTILITY.
 10:48:00 ALL THE LANGUAGE IN THERE ABOUT THAT IS COMPLETELY
 10:48:02 IRRELEVANT.
 10:48:04 NONE OF THIS IS NEEDED.
 10:48:05 IT'S REALLY HOUSEKEEPING.
 10:48:06 THE IMPORTANT THING IS, THERE IS A PROVISION IN THERE THAT
 10:48:11 IS DIRECTLY INCONSISTENT WITH WHAT OUR FLOODPLAIN CODE SAYS
 10:48:15 AND TO THE DETRIMENT OF HOMEOWNERS.
 10:48:18 SO WE DON'T WANT THERE TO BE TWO COMPLETELY SEPARATE CODES.
 10:48:22 THAT'S THE EASY EXPLANATION.
 10:48:25 >>Mary Gibbs: THE COUNTY HAS TAKEN IT OUT OF THEIR CODE AS
 10:48:28 WELL.
 10:48:28 IT'S JUST OLD LANGUAGE THAT NEEDS TO BE --
 10:48:30 >>Robert Eschenfelder: -- NOT EVEN THE COUNTY CODE ANYMORE.
 10:48:34 >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 10:48:35 THIS ONE IS EASY.
 10:48:38 ANY PUBLIC COMMENT?
 10:48:39 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.

10:48:41 >>Mayor Ribble: I'LL TAKE A MOTION.
 10:48:43 >>Vice-Mayor Zalucki: I'LL MAKE THE MOTION, MAYOR.
 10:48:45 >>Mayor Ribble: COUNCILMAN ZALUCKI AND COUNCILMAN LOPEZ.
 10:48:48 MADAM CLERK, PLEASE CALL THE ROLL.
 10:48:50 >>Jim Ward: AYE.
 10:48:52 >>Rafael Lopez: AYE.
 10:48:53 >>Lori Fayhee: AYE.
 10:48:56 >>Jon McLain: AYE.
 10:48:57 >>Jeff Hunt: AYE.
 10:49:00 >>Vice-Mayor Zalucki: AYE.
 10:49:00 >>Mayor Ribble: AYE.
 10:49:01 THAT BRINGS US TO COUNCIL COMMUNICATIONS AND FUTURE AGENDA
 10:49:09 ITEMS.
 10:49:09 DOES ANYBODY HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
 10:49:12 COUNCILMAN WARD.
 10:49:15 >>Jim Ward: I JUST WANTED TO ADVISE THE COUNCIL THAT
 10:49:20 UNFORTUNATELY I'LL HAVE TO MISS THE MAY 7 MEETING.
 10:49:23 I'LL BE TRAVELING IN NEVADA VISITING MY BROTHER AND HIS
 10:49:26 FAMILY.
 10:49:27 I TRIED TO ARRANGE IT SO THAT I COULD BE BACK FOR THE MAY
 10:49:31 7th MEETING, BUT THE ARRANGEMENTS DID NOT WORK OUT, GIVEN
 10:49:35 WHAT'S ON OUR AGENDA.
 10:49:37 UNFORTUNATELY, I WILL BE MISSING THAT MEETING.
 10:49:42 >>Jon McLain: I WOULD LIKE TO MAKE A FEW COMMENTS ABOUT
 10:49:44 BERT.
 10:49:44 THANK THE BERT PEOPLE FOR BEING HERE, DEB ORTON.
 10:49:47 I DID ATTEND, IN ADDITION, I THINK OUR MAYOR WAS THERE,
 10:49:51 CAN'T REMEMBER WHO ELSE, THE MEETING WE HAD.
 10:49:53 SHE SAID IT WAS A PACKED HOUSE.
 10:49:54 PACKED HOUSE I THINK WAS AROUND 250 PEOPLE.
 10:49:58 I COULD TELL YOU THE EXCITEMENT LEVEL AMONGST THE FOLKS
 10:50:03 THERE FOR THIS TRAIL WAS OVER THE TOP.
 10:50:09 WE JUST NEEDED SOMEBODY THAT HAD ABOUT 60 OR \$70 MILLION TO
 10:50:14 WRITE A CHECK FOR US, BUT THE EXCITEMENT WAS THERE.
 10:50:17 NOT SURE ABOUT THE MONEY, BUT MAYBE STEVE WILL FIND OUT IN
 10:50:20 THE FUTURE IF THERE IS SOME IN THERE.
 10:50:22 YESTERDAY, BOTH DEB AND I ATTENDED VIA PHONE A LEGISLATIVE
 10:50:31 UPDATE FROM OUR REPRESENTATIVES THAT WE HAVE, AND OTHERS
 10:50:34 WERE IN THE CALL.
 10:50:35 I THINK THERE WERE 18 SCHEDULED.
 10:50:36 NOT SURE HOW MANY PEOPLE WERE ON THE PHONE CALL.
 10:50:40 BUT JUST LOOKING AT, IS THIS STILL A PRIORITY IN OUR
 10:50:45 LEGISLATIVE REPRESENTATIVES.
 10:50:45 THE ANSWER TO THAT WAS VERY CLEARLY, YES, THAT IS A REAL
 10:50:49 PRIORITY FOR FUNDING OPPORTUNITIES AT THE STATE LEVEL.
 10:50:53 I CAN SAY THAT WE'RE GOING TO HAVE TO HAVE MULTIPLE TASK
 10:50:59 FORCES GOING ON IN FINDING FUNDING.
 10:51:02 THEY ARE TRYING TO TURN OVER EVERY OPPORTUNITY THERE IS FOR

10:51:06 FUNDING.
 10:51:06 I THINK DEB MENTIONED IT, YOU GO IN SPRINTS AND OTHER TIMES
 10:51:11 YOU RUN UP AGAINST A HIGH HURDLE THAT YOU HAVE TO KEEP
 10:51:15 TRYING TO GET OVER.
 10:51:16 I THINK WE'RE A LITTLE BIT IN THAT MODE RIGHT NOW.
 10:51:18 WE NEED OUR EXPERTISE AND TRUST FOR PUBLIC LANDS IS REALLY
 10:51:24 HELPFUL IN THAT LEADERSHIP ROLE OF SAYING WHAT ARE THE OTHER
 10:51:28 OPPORTUNITIES WE HAVE TO GET THIS MONEY?
 10:51:30 THE MONEY IS CLEARLY AN ISSUE THAT WE'VE GOT TO DEAL WITH.
 10:51:33 I'M STILL OPTIMISTIC THAT WE CAN JUMP OVER THE HURDLES THAT
 10:51:38 ARE IN FRONT OF US.
 10:51:39 IT DOES TAKE EFFORTS BY THE BERT ORGANIZATION AND FOLKS THAT
 10:51:43 WE HAVE OUT THERE.
 10:51:44 WE'VE GOT SOME FOLKS IN HERE.
 10:51:47 YOU NEVER KNOW BY LOOKING AT PEOPLE WHAT THEIR FINANCIAL
 10:51:50 SITUATION IS.
 10:51:51 I JUST MAKE A PLEA FOR ANYBODY THAT'S HERE OR ANYBODY THAT'S
 10:51:54 LISTENING THAT IF YOU'RE LOOKING FOR THE OPPORTUNITY FOR A
 10:51:58 LEGACY FOR YOU OR YOUR FAMILY, I WOULD RECOMMEND THAT YOU
 10:52:03 COULD EITHER CONTACT ME AND I'LL TAKE THE CHECK OR MAYBE
 10:52:08 BETTER GO TO THE BERT WEBSITE AND FIND OUT WHO YOU CAN
 10:52:14 CONTACT TO MAKE A PRIVATE DONATION FOR THIS.
 10:52:19 YOU NEVER KNOW.
 10:52:20 THINGS LIKE THIS DO HAPPEN.
 10:52:23 SOME OF US WERE IN MEETINGS WITH THE OPERA CENTER WHEN THEY
 10:52:25 MOVED FROM NAPLES UP HERE AND THERE WAS A SIGNIFICANT
 10:52:29 DONATION BY A LADY NAMED MARY.
 10:52:31 SO WE'RE HOPEFUL FOR THAT.
 10:52:34 DOESN'T HAVE TO BE ONE TO COVER THE WHOLE THING.
 10:52:37 CAN MAKE IT IN SMALLER PIECES.
 10:52:39 THE FINANCIAL ARRANGEMENTS I THINK CAN BE ARRANGED.
 10:52:41 THAT'S ALL I GOT.
 10:52:42 >>Mayor Ribble: I THINK, TOO, IF YOU GO TO THE WEBSITE, THEY
 10:52:45 HAVE EVEN SMALL CONTRIBUTIONS THEY WILL ACCEPT, AND THEY ARE
 10:52:49 LOOKING AT MEMORIALIZING THEM ON BRICKS POSSIBLY AND YOU CAN
 10:52:54 MAKE A SMALL DONATION IF YOU SO CHOOSE.
 10:52:57 ANYONE ELSE?
 10:52:58 >>Rafael Lopez: JUST TO REMIND EVERYONE, APRIL 12, THE
 10:53:01 28th MISSION OF THE HONOR FLIGHT WILL BE TAKING OFF AND
 10:53:05 WILL BE LANDING RSW AROUND 8 P.M. IN THE EVENING.
 10:53:08 I CAN'T EVEN -- I KNOW I SAY IT EVERY TIME, THERE'S NOTHING
 10:53:16 MORE HONORABLE THAN TO BE AT THE AIRPORT AND WELCOME ALL
 10:53:19 THESE VETERANS FROM WORLD WAR II, KOREA AND VIETNAM, WHEN
 10:53:22 THEY COME TO THE AIRPORT.
 10:53:24 NORMALLY WE HAVE ANYWHERE BETWEEN 2500 TO 3,000 INDIVIDUALS
 10:53:29 GREETING THESE VETERANS.
 10:53:30 IT FEELS REALLY GOOD BEING THERE.
 10:53:32 I JUST WANTED TO MENTION IT.

10:53:36 >>Jon McLain: CAN YOU PUT A REMINDER?
 10:53:39 >>Carol Sacco: I WILL DO THAT.
 10:53:40 >>Mayor Ribble: ANYONE ELSE?
 10:53:40 I JUST WANTED TO SAY THAT WE HAD TWO NEW OPENINGS OF STORES
 10:53:45 THIS PAST WEEK IN ESTERO.
 10:53:48 SEA LOVE CANDLE AT THE COCONUT POINT MALL AND, OF COURSE,
 10:53:51 GOODWILL HAS NOW OPENED TO A TREMENDOUS AMOUNT OF PEOPLE
 10:53:56 TRYING TO GET IN THAT VERY FIRST DAY.
 10:53:59 GO AND TAKE A LOOK AT THOSE TWO PLACES, IF YOU CAN.
 10:54:02 WE'VE ALL RECEIVED AN INVITATION TO THE STATE OF THE REGION
 10:54:07 CONFERENCE THAT WE GO TO EVERY YEAR.
 10:54:12 IT'S ON JUNE 4th.
 10:54:14 THIS YEAR, THOUGH, IT CONFLICTS WITH OUR JUNE 4th COUNCIL
 10:54:17 MEETING.
 10:54:17 I WOULD LIKE TO SUGGEST TO YOU -- HOW WOULD YOU FEEL ABOUT
 10:54:21 HAVING THAT JUNE 4th MEETING IN THE EVENING?
 10:54:25 I'M WONDERING IF WE COULD POSSIBLY START AS EARLY AS 4:30?
 10:54:31 I DON'T KNOW WHAT EVERYBODY'S SCHEDULE LOOKS LIKE.
 10:54:34 HOW DO YOU FEEL ABOUT THAT?
 10:54:37 >> I'M GOOD.
 10:54:38 >> I'M FINE.
 10:54:41 >>Jon McLain: SO SAME DAY, JUST DO IT IN THE EVENING.
 10:54:43 >>Mayor Ribble: SAME DAY, JUST DO IT IN THE EVENING.
 10:54:47 WE TYPICALLY ALL GO TO THAT CONFERENCE, UNLESS YOU CHOOSE
 10:54:52 NOT TO GO TO THE CONFERENCE.
 10:54:54 WHAT'S YOUR PLEASURE?
 10:54:55 7:30.
 10:55:01 IT'S AN EARLY --
 10:55:07 >>Carol Sacco: THE STATE OF THE REGION STARTS AT 8:30 A.M.
 10:55:10 TO 11 A.M.
 10:55:14 >>Mayor Ribble: USUALLY EVERYBODY GETS THERE AT 7:30.
 10:55:19 >>Vice-Mayor Zalucki: MAYOR, I'M OPEN.
 10:55:21 >>Mayor Ribble: IS 4:30 START OKAY?
 10:55:27 >>Steven Sarkozy: GOOD.
 10:55:28 >>Mayor Ribble: ROB?
 10:55:30 >>Robert Eschenfelder: IT'S YOUR PLEASURE.
 10:55:35 >>Mayor Ribble: WE'LL PUT IT ON THE CALENDAR FOR AN EVENING
 10:55:38 MEETING.
 10:55:38 AT THIS TIME, MR. ESCHENFELDER, DO YOU HAVE ANYTHING FOR US?
 10:55:41 >>Robert Eschenfelder: NO, MADAM MAYOR.
 10:55:44 >>Steven Sarkozy: NO, MADAM MAYOR.
 10:55:45 >>Mayor Ribble: MR. WARD, IT'S UP TO YOU TO CLOSE US.
 10:55:48 MOVE TO ADJOURN?
 10:55:49 >>Jim Ward: MOVE TO ADJOURN.
 10:55:50 >>Mayor Ribble: THANK YOU.
 10:55:51 MEETING ADJOURNED.
 10:55:52 THANK YOU, EVERYONE.
 10:55:53 [SOUNDING GAVEL]

DISCLAIMER:

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

THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, Arbor Day is April 25, 2025; and

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

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

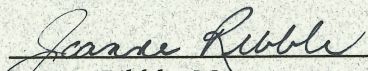
WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products; and

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

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

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

IN WITNESS THEREFORE, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this day 2nd day of April 2025.


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, the mission of Estero High School is to provide each member of their diverse student body with the knowledge and skills necessary to succeed in an increasingly complex world; and

WHEREAS, Estero High School's vision is "Where students come to learn and leave to succeed"; and

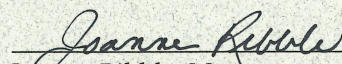
WHEREAS, Twenty-two (22) students from Estero High School were presented Cambridge Learner Awards; Six (6) students earned the Cambridge Scholar Award with Merit with 3x B grades or higher on Cambridge International AS exams in one exam series; Sixteen (16) students were awarded the Cambridge International Scholar Award with 3x C grades or higher on Cambridge International AS exams in one exam series; and

WHEREAS, the Outstanding Cambridge Learner Awards are a group of awards issued by Cambridge Assessment International Education who recognize exceptional learner achievement in Cambridge examinations around the world; and

WHEREAS, Cambridge Assessment International Education qualifications are widely recognized by universities and employers.

NOW, THEREFORE, I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations to Estero High School and the Twenty-two (22) students recognized for outstanding performance, as well as wish them every success in the future.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Natalia Gonzalez Cabrera; a Senior at Estero High School; and*

WHEREAS, *Natalia Gonzalez Cabrera; received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

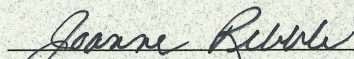
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Natalia Gonzalez Cabrera

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Amelia Krupp; a Senior at Estero High School; and*

WHEREAS, *Amelia Krupp; received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

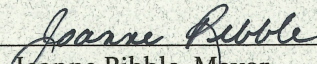
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Amelia Krupp

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Katelyn Kuieck; a Senior at Estero High School; and*

WHEREAS, *Katelyn Kuieck received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

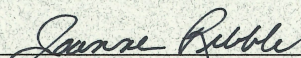
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Katelyn Kuieck

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Meghan Lay; a Senior at Estero High School; and*

WHEREAS, *Meghan Lay received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

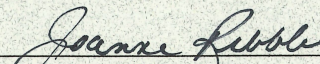
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Meghan Lay

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, Jiya Naik; a Senior at Estero High School; and

WHEREAS, Jiya Naik received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;

WHEREAS, Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and

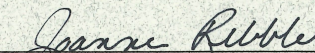
WHEREAS, Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.

NOW, THEREFORE, I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,

Jiya Naik

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Jennifer Pichardo; Senior at Estero High School; and*

WHEREAS, *Jennifer Pichardo received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

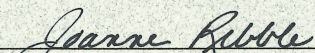
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, I, *Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Jennifer Pichardo

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, *Natalia Gonzalez Cabrera; a Senior at Estero High School; and*

WHEREAS, *Natalia Gonzalez Cabrera; received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

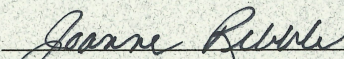
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Natalia Gonzalez Cabrera

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Amelia Krupp; a Senior at Estero High School; and*

WHEREAS, *Amelia Krupp; received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

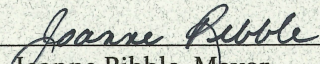
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Amelia Krupp

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, *Katelyn Kuieck; a Senior at Estero High School; and*

WHEREAS, *Katelyn Kuieck received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

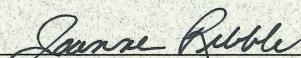
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Katelyn Kuieck

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *Meghan Lay; a Senior at Estero High School; and*

WHEREAS, *Meghan Lay received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;*

WHEREAS, *Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and*

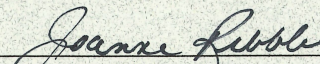
WHEREAS, *Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.*

NOW, THEREFORE, *I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,*

Meghan Lay

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.*


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO *PROCLAMATION*

WHEREAS, Jiya Naik; a Senior at Estero High School; and

WHEREAS, Jiya Naik received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;

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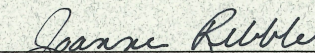
WHEREAS, Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.

NOW, THEREFORE, I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,

Jiya Naik

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.


Joanne Ribble, Mayor



THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, Jennifer Pichardo; Senior at Estero High School; and

WHEREAS, Jennifer Pichardo received Cambridge Outstanding Learner Award with Merit - 3x B grades or higher on Cambridge International A5 exams in one exam series; and;

WHEREAS, Cambridge Assessment International Education prepares students for life, helping them develop an informed curiosity and a lasting passion for learning; and

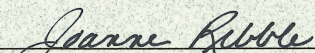
WHEREAS, Cambridge Assessment International Education is a provider of international qualifications, offering examinations and qualifications to 10,000 schools in more than 160 countries.

NOW, THEREFORE, I, Joanne Ribble, Mayor of the Village of Estero, Lee County, Florida, do hereby offer sincere congratulations and best wishes to you,

Jennifer Pichardo

For exceeding the standards with hard work and dedication in scholastics.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 2nd day of April 2025.


Joanne Ribble, Mayor



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

**DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING**

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

March 19, 2025 9:30 a.m.

1. OATH OF OFFICE: Honorable Judge Rachael Loukonen Twentieth Judicial Circuit

Joanne Ribble – District 1
Jeff Hunt – District 2
Jim Ward – District 6

2. CALL TO ORDER

INVOCATION

Pastor Mobley Calvary Chapel Gulf Coast

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also present

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

3. ELECTION OF MAYOR

Motion: Motion to elect Vice Mayor Ribble as Mayor.

Motion by: Councilmember Ward

Action: Elected Vice Mayor Ribble as Mayor.

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

4. ELECTION OF VICE MAYOR

Nominated for Vice Mayor was Councilmember Ward and Councilmember Zalucki.
Councilmember Ward declined the nomination.

Motion: Motion to elect Councilmember Zalucki as Vice Mayor.

Motion by: Councilmember Lopez

Action: Elected Councilmember Zalucki as Vice Mayor.

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

5. RECOGNITION

- (a) Resolution No. 2025-05 Councilmember Larry Fiesel
- (b) Key to City Councilmember Larry Fiesel

A consensus to accept this Resolution 2025-05 as formal record.

Presented by Mayor Ribble.

Council Questions or Comments
Councilmembers Zalucki and Ward

Adjourn to Light Reception at 9:56 am and Convene at 10:22 am

6. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember McLain
Seconded by: Councilmember Fayhee

Action: Approved agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

7. PROCLAMATION

- (a)** Jim Gilmartin/Engage Estero

Councilmember McLain presented the Proclamation.

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

None

9. CONSENT AGENDA

- (a)** February 19, 2025 Village Council Meeting Minutes
(b) Financial Report for Month ended January 2025

Motion: Motion to approve consent agenda.

Motion by: Councilmember Lopez

Seconded by: Vice Mayor Zalucki

Action: Approved consent agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

10. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

11. ACTION ITEM

- (a)** Resolution No. 2025-03 Hands Free Cell and devices

A Resolution of the Village Council of the Village of Estero, Florida, In Support of Legislation Requiring Hands-Free Cell and Handheld Device Use While Driving; Providing for Severability and for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmember McLain

Public Comments

None

Motion: Motion to adopt Resolution No. 2025-03.

Motion by: Councilmember McLain

Seconded by: Councilmember Ward

Action: Adopted Resolution No. 2025-03.

Vote: (Roll Call)

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

Nay:

Abstentions:

(b) ECO Historic Planning Study Request for Proposal (RFP) 100225

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development

Council Questions or Comments

Councilmember McLain, Lopez, Ward, and Vice Mayor Zalucki

Public Comments

None

Motion: Motion approve the ranking of firms for RFP 100225 Eco-Historic Planning Study and authorize the Village staff to negotiate an agreement with the top ranked firm which will return and be approved by Council at a later date.

Motion by: Councilmember Fayhee

Seconded by: Councilmember Lopez

Action: Approved the ranking of firms for RFP 100225 Eco-Historic Planning Study and authorize the Village staff to negotiate an agreement with the top ranked firm which will return and be approved by Council at a later date.

Vote: (Roll Call)

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

Nay:

Abstentions:

(c) Vulnerability Assessment Request for Qualifications (RFQ) 100125

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works Manager

Council Questions or Comments

Councilmember McLain

Public Comments

None

Motion: Motion to approve the ranking of consultant firms for RFQ 100125, authorize the Village manager to negotiate an agreement with the top ranked firm which will return and be approved by Council at a later date, and if an agreement cannot be reached with the top ranked firm authorize Village Manager to enter into negotiations with the 2nd ranked firm.

Motion by: Vice Mayor Zalucki

Seconded by: Councilmember Lopez

Action: Approved the ranking of consultant firms for RFQ 100125, authorize the Village manager to negotiate an agreement with the top ranked firm which will return and be approved by Council at a later date, and if an agreement cannot be reached with the top ranked firm authorize Village Manager to enter into negotiations with the 2nd ranked firm.

Vote: (Roll Call)

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

Nay:

Abstentions:

(d) Estero SportsPark Construction Manager at Risk (CMAR) Request for Proposals (RFP) 100625

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Council Questions or Comments

Councilmember Ward, Vice Mayor Zalucki, and Mayor Ribble

Public Comments

None

Motion: Motion to approve the ranking of Construction firms for RFP 100625, authorize the Village Manager to negotiate an agreement with the top ranked firm which will return to Council for final approval, and if

agreement cannot be reached with top ranked firm authorize the Village Manager to enter into negotiations with the 2nd ranked firm.

Motion by: Councilmember Hunt
Seconded by: Councilmember Lopez

Action: Approved the ranking of Construction firms for RFP 100625, authorize the Village Manager to negotiate an agreement with the top ranked firm which will return to Council for final approval, and if agreement cannot be reached with top ranked firm authorize the Village Manager to enter into negotiations with the 2nd ranked firm.

Vote: (Roll Call)

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

Nay:

Abstentions:

(e) Grant Management CDBG-DR Critical Infrastructure Support

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Councilmember McLain and Mayor Ribble

Public Comments

None

Motion: Motion to approve Supplemental Task Order and Grant Management Services Agreement with Hagerty Consulting, Inc. to assist the Village In CDBG-DR Critical Infrastructure (Broadway Avenue West) Program Management Support and authorize Village Manager or delegate staff to execute a contract and task order.

Motion by: Councilmember Lopez
Seconded by: Councilmember Fayhee

Action: Approved Supplemental Task Order and Grant Management Services Agreement with Hagerty Consulting, Inc. to assist the Village In CDBG-DR Critical Infrastructure (Broadway Avenue West) Program Management Support and authorize Village Manager or delegate staff to execute a contract and task order.

Vote: (Roll Call)

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

Nay:

Abstentions:

12. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

Consensus by Council to submit letters to Secretary Duffy of the US Department of Transportation in support of continued US DOT programming and funding for active transportation particularly through the build program, safe streets and roads for all the active transportation infrastructure investment program, reconnecting the communities pilot program and neighborhood access and equity programs.

13. VILLAGE ATTORNEY’S REPORT

Robert Eschenfelder, Village Attorney

14. VILLAGE MANAGER’S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 11:18 am and Convene Workshop Items at 11:18 am

15. WORKSHOPS

(a) Traffic Study

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works Director

Presentation/Information by

Leah Holmes, P.E., Johnson Engineering

Council Questions or Comments

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

Public Comments

None

16. ADJOURNMENT at 11:57 am

Motion by Councilmember Ward

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____

By: _____

Carol Sacco, CMC, Village Clerk

Joanne Ribble, Mayor

(td/CS)

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 2, 2025

Agenda Item:

Resolution No. 2025-06 Miromar Square Plat (PLT2024-E001)

Motion to Approve Resolution No. 2025-06

Background:

The applicant, Miromar Square, LLC, has requested approval of the attached Miromar Square Plat. The plat will create access realignment for the Miromar Design Center in conformance with the approved Limited Development Order 2024-E019.

Description:

This plat changes and realigns the internal access road which is contained in shared easements on the subject property. An Exhibit showing the proposed changes is attached. There is no impact to the public roadway networks.

Action Requested:

Motion to Approve Resolution No. 2025-06

Process and Timeline:

- Plat submitted on November 12, 2024
- Staff, professional surveyor, and Village attorney review
- Plat deemed in compliance by Village surveyor on February 10, 2025
- Plat deemed complete by Village attorney on February 11, 2025

Financial Impact:

No financial impact

Prepared by: Christopher Baker

Attachments:

1. Staff Report
2. Resolution No. 2025-06
3. Plat
4. Exhibit showing internal access changes



**VILLAGE OF ESTERO
PLAT REVIEW
STAFF REPORT**

PROJECT NAME: Miromar Square
CASE TYPE: Plat
CASE NUMBER: PLT2024-E001
COUNCIL DATE: April 2, 2025

REQUEST

The owner of the subject property, Miromar Square, LLC, has requested approval of the attached Miromar Square Plat. The plat will create access realignment for the Miromar Design Center in conformance with approved LDO2024-E019.

PROPERTY DESCRIPTION

The property is generally located south of Corkscrew Rd. immediately adjacent to I-75.

ZONING

The property is zoned Commercial Planned Development (CPD).

FUTURE LAND USE DESIGNATION

Transitional Mixed Use.

TAXES

Property taxes must be paid prior to approval of the plat per Florida Statutes. The property taxes for the subject property are all paid in full as verified on 1.23.25.

STAFF ANALYSIS

The preliminary plat package was submitted to the Village for review on November 12, 2024. Staff reviewed the plat to confirm that it is consistent with the approved Development Order. The Village Professional Surveyor Mapper (Atwell) reviewed the plat for consistency with the Florida Statutes and the Village of Estero's Administrative Code. After several revisions by the applicant, the plat was deemed to be complete on February 11, 2025.

The Village attorney and Staff confirm that the plat meets the requirements of Chapter 177, Part I, Florida Statutes, conforms with the approved limited development order (site plan), and meets the requirements of Administrative Code Section 13-19.

Page 1 of 1

RESOLUTION NO. 2025-06

**A RESOLUTION OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, APPROVING
MIROMAR SQUARE PLAT; MAKING RELATED
FINDINGS; PROVIDING FOR SEVERABILITY AND FOR
AN EFFECTIVE DATE.**

WHEREAS, Florida Statutes §177.071(1) provides, in relevant part, that before a plat located wholly within the boundaries of a municipality is offered for recording, it must be approved by the municipality's governing board, which has exclusive jurisdiction to approve the replat, and evidence of such approval must be placed on the replat; and

WHEREAS, the owner, Miromar Square, LLC, filed an application for the plat; and

WHEREAS, the Property STRAP numbers are 35-46-25-E2-U2266.2364, 35-46-25-E2-U2276.2380, 35-46-25-E2-U2295.2399, 35-46-25-E1-U2307.2395, and 35-46-25-E2-U2304.2405 ; and

WHEREAS, the Village of Estero Land Development Code establishes the Village's requirements for the acceptance of a plat; and

WHEREAS, on April 2, 2025, the Village Council conducted a duly noticed public meeting, at which meeting the Council considered: 1) the plat application materials and presentations of the Applicant, 2) comments and input from the Village's professional staff, and 3) comments of the public; and

WHEREAS, the Applicant's plat application materials have been reviewed by the Village attorney who has advised the application materials satisfy the legal requirements of Part I of Florida Statutes Chapter 177 and of the Village's Land Development Code; and

WHEREAS, the Council finds that the plat meets the technical requirements of Part I of Florida Statutes Chapter 177 and the requirements of the Village's Land Development Code; and

WHEREAS, the Council finds the adoption of this Resolution to be in the best interest of the Village and its citizens.

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

1. The Miromar Square plat (incorporated herein by reference) is approved.
2. The Village Manager, through staff and/or agents of the Village, is hereby authorized to execute any supplemental documentation the Applicant may request which may be required to allow the Applicant to complete the recordation of the approved plat.

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.

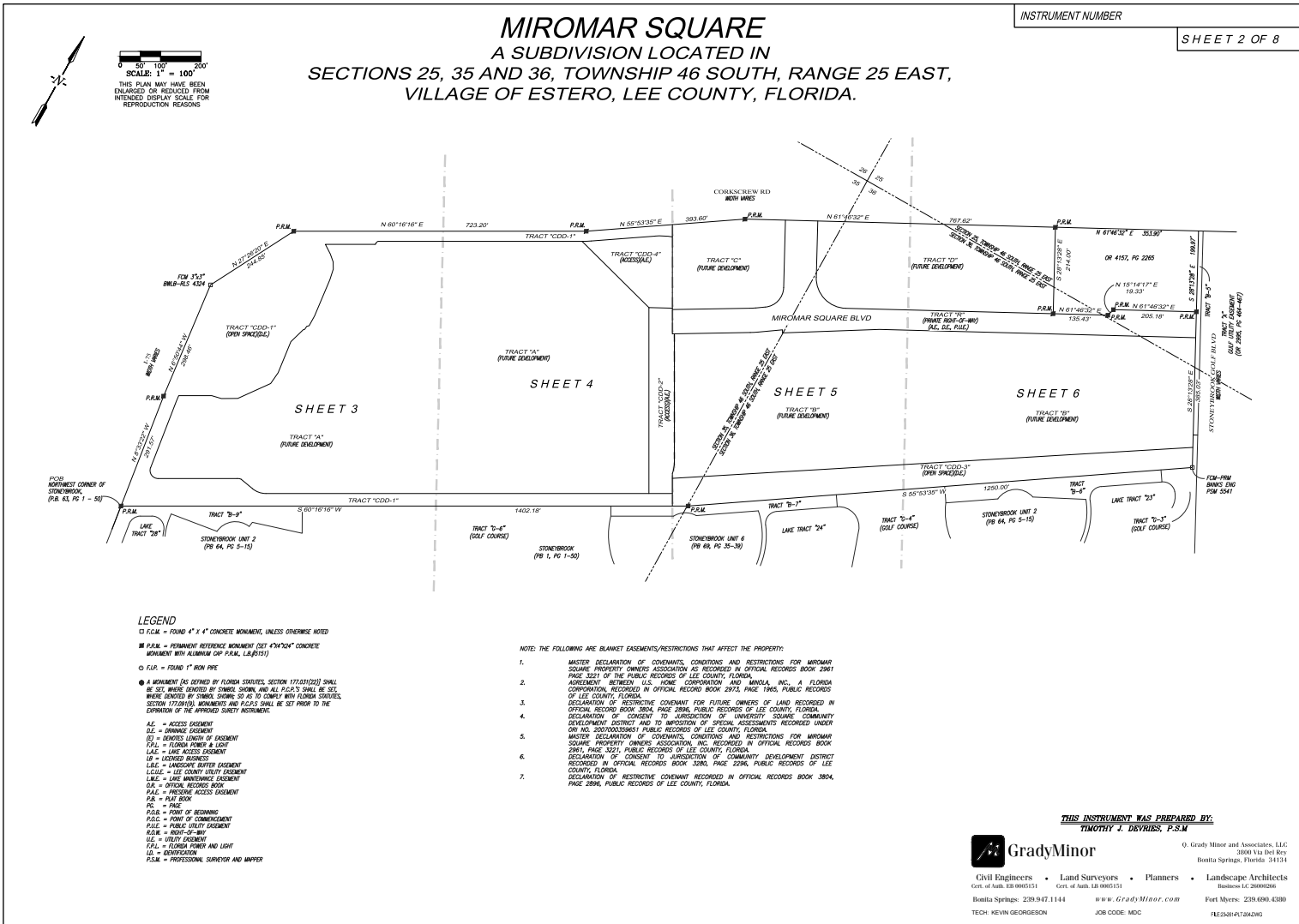
DULY ADOPTED with a quorum present and voting this 2nd day of April, 2025.

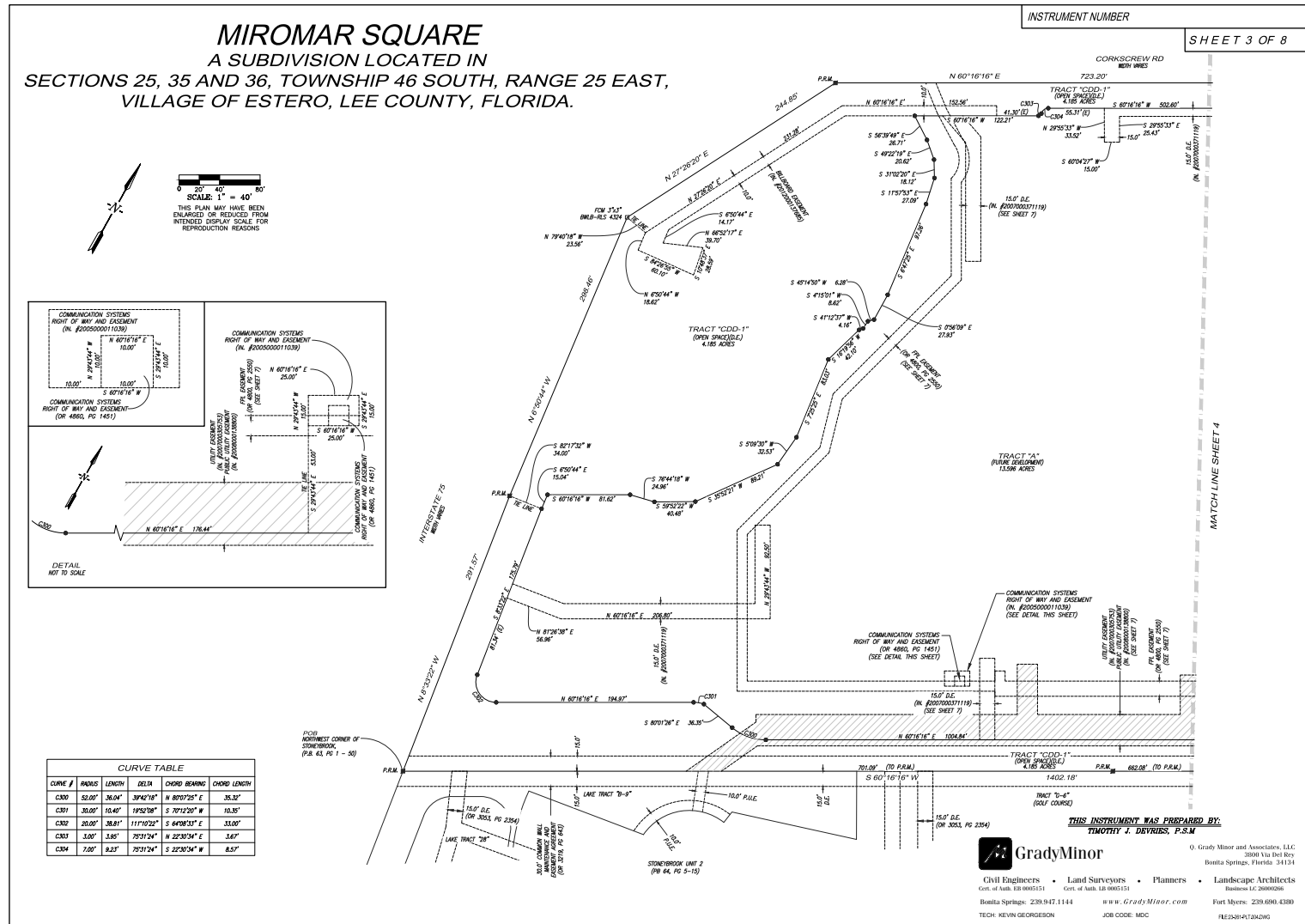
Joanne Ribble, Mayor

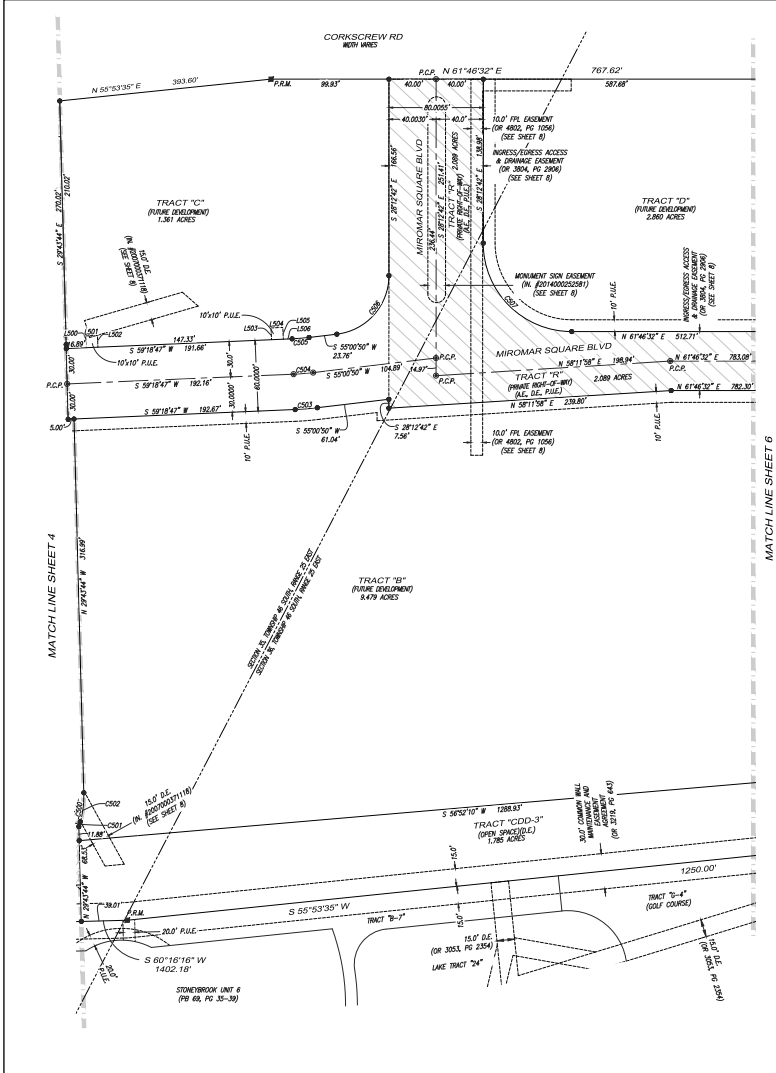
Attest:

Carol Sacco, Village Clerk

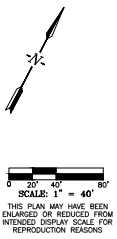
PLT2024-E001, LDO2024-E019







INSTRUMENT NUMBER
SHEET 5 OF 8



CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C300	84.00'	28.14'	193°32'11"	N 19°46'18" W	28.03'
C301	84.00'	4.34'	2°52'24"	N 11°20'23" W	4.34'
C302	84.00'	24.82'	10°55'31"	N 21°17'03" W	24.37'
C303	252.00'	18.91'	41°17'56"	N 57°09'48" E	18.90'
C304	222.00'	16.86'	41°17'56"	N 57°09'48" E	16.85'
C305	192.00'	14.41'	41°17'56"	N 57°09'48" E	14.40'
C306	50.00'	72.81'	63°13'32"	N 12°24'04" E	66.41'
C307	75.00'	117.83'	80°50'46"	S 72°12'05" E	106.08'

LINE TABLE		
LINE #	BEARING	DISTANCE
L500	N 30°41'13" W	10.00'
L501	N 50°18'42" E	10.00'
L502	S 30°41'13" E	10.00'
L503	N 30°41'13" W	10.00'
L504	N 50°18'42" E	10.00'
L505	S 30°41'13" E	10.00'
L506	S 50°18'42" W	7.45'

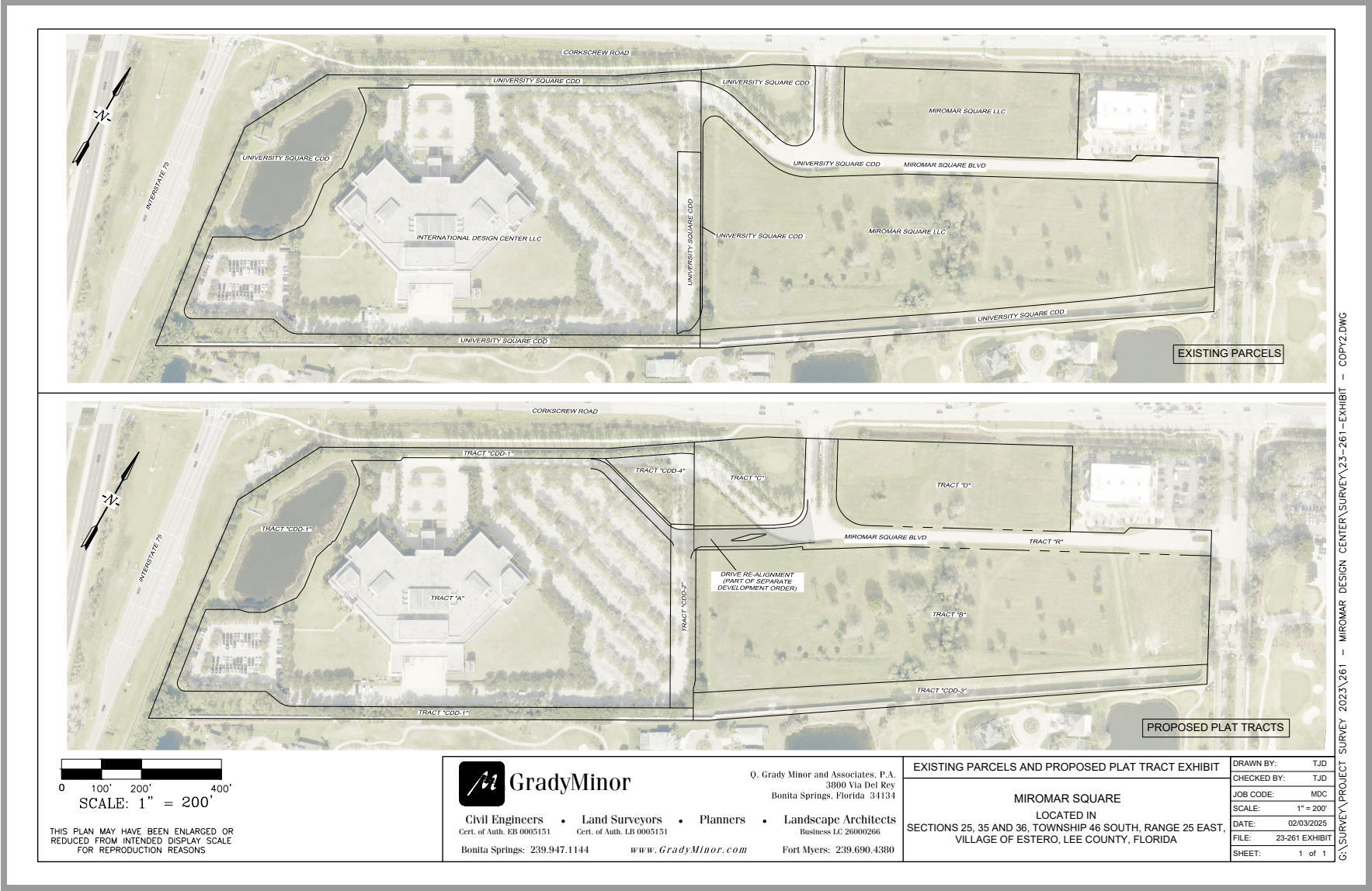
MIROMAR SQUARE
A SUBDIVISION LOCATED IN
SECTIONS 25, 35 AND 36, TOWNSHIP 46 SOUTH,
RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY:
TIMOTHY J. DEYRISS, P.S.M.

**GradyMinor**
Civil Engineers • Land Surveyors • Planners • Landscape Architects
Cov. of Ins. LR 0001213 • Cov. of Ins. LR 0001213
Bonita Springs, 239.947.1144 • www.GradyMinor.com • Fort Myers, 239.690.4380
TECH: KEVIN GEORGESEN • JOB CODE: MDC • REG-2016-PL-030290

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2000 Via Del Rey
Bonita Springs, Florida 34114
Bonita LLC 20090296

8: SURVEY IN SUBJECT SURVEY 2023-03-01 - MIROMAR SQUARE CENTER/CURVE 35-36 - PL-0304296



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 2, 2025

Agenda Item:

First Amendment to Public Improvement Agreement between Village of Estero and High Five Up Top, LLC

Motion to adopt the First Amendment.

Background:

On May 15th 2024, the Village entered into a Public Improvement Agreement with High Five Up Top, LLC, which obligated the Parties to undertake certain actions toward High 5's construction and operation of a Recreational and Entertainment Facility (REF) on a portion of Village's "Entertainment District" Property (the former driving range site).

While the Parties initially contemplated the design and preparation of the Village's Property and the Parcel on which the High 5 REF would be constructed would occur on a jointly-agreed timeline ending in a transfer of the parcel and completion of construction much earlier than the current date, various events, including the Village's acquisition of additional adjacent lands and subsequent redesigns of the Entertainment District area to be more integrated into the larger sports park complex caused the parcel transfer and subsequent construction activities to be delayed.

The Parties have maintained regular and positive collaboration with the aim of ensuring a first-class sports and recreation complex with active sports facilities, passive trails and entertainment spaces, all in an integrated design.

While the master plan for the sports park and entertainment district is now finally approved, considering the passage of time, the Parties have agreed that certain provisions in the initial Agreement should be amended.

The amendments relate to the adjustment of the date of transfer of the High 5 parcel, the insertion of a new legal description of the parcel reflecting the final location of High 5's operations, and provides for the execution and filing of the related Common Area Maintenance (CAM) Agreement and the deed. To address community concerns, a specific provision to expressly preclude gambling activities has also been added.

Action Requested: Motion to adopt the First Amendment.

Page 1 of 2

Process and Timeline: Once the Amendment has been approved, Village staff and High 5 representatives will coordinate the execution and filing of the CAM agreement and deed, which actions will then allow High 5 to initiate construction.

Financial Impact: N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. First Amendment to Public Improvement Agreement between Village and High 5 Up Top, LLC

FIRST AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT
between
VILLAGE OF ESTERO
and
HIGH FIVE UP TOP, LLC

This First Amendment (the “Amendment”) to the Public Improvement Agreement (the “Agreement”) between the **Village of Estero**, a Florida municipal corporation (the “Village”), and **High Five Up Top, LLC**, a Texas Limited Liability Corporation, to be assigned to its entities, **HD5 Entertainment, LLC**, a Texas Limited Liability Corporation authorized to conduct business in Florida and **High Five Entertainment, LLC**, a Texas Limited Liability Corporation authorized to conduct business in Florida (“collectively, “**High 5**”), with the Village and High 5 collectively referred to herein as the “**Parties**”, is made and entered into this **2nd day of April, 2025** (the “Effective Date”) as follows:

WHEREAS, on May 15th 2024, the Parties entered the Agreement, which obligated the Parties to undertake certain actions toward High 5’s construction and operation of a Recreational and Entertainment Facility (REF) on a portion of Village Property; and

WHEREAS, while the Parties initially contemplated the design and preparation of the Village’s Property and the Parcel on which the High 5 REF would be constructed would occur on a jointly-agreed timeline; but

WHEREAS, various events, including the Village’s acquisition of additional adjacent lands and subsequent redesigns of the Village Hub to compliment development of a first class sports and recreation complex with active sports facilities, passive trails and entertainment spaces; and

WHEREAS, the Village and High 5 have, during the time since the effective date of the Agreement, worked collaboratively together to ensure both are best situated for a successful launch of the REF within the overall recreation and sports complex; and

WHEREAS, in light of the initially unexpected passage of time, the Parties have agreed that certain provisions in the initial Agreement should be amended.

NOW, THEREFORE, in consideration of the foregoing exordial clauses, the Parties hereto agree to amend the Agreement as follows:

1. Exhibit “A” of the Agreement (depicting the Parcel to be conveyed to High 5) is replaced with **Exhibit “A”** to this Amendment.
2. Article I(H) of the Agreement (Obligations of High 5) is amended as follows:

In performing its obligations under this Agreement, High 5 shall comply with all applicable federal, state, and local laws, and shall ensure all applicable taxes. Fees and fines associated with the Parcel are paid. High 5 shall not engage in or provide for any form of gambling prohibited by Florida Statutes Chapter 849, including but not limited to the operation of lotteries, bookmaking, wagering, or the placement and operation of slot machines or other unlawful gambling devices.

3. The second sentence of Article II(A) of the Agreement is amended as follows:

The Parties will close on the transfer of the Parcel to High 5 on or before April 25th 2025 ~~July 15, 2024~~.

4. Article VIII of the Agreement is amended as follows:

High 5 shall, on or before the date the Parcel is transferred to it ~~by no later than the Effective Date~~, enter into a Common Area Maintenance (CAM) agreement with the Village, and High 5 shall remain a party to the CAM agreement at all times during the Term of this Agreement. The CAM agreement shall be recorded in the official records of Lee County, Florida, on the date the deed transferring the Parcel to High 5 is recorded. Failure to remain a party to the CAM agreement as required herein shall constitute a material breach of this Agreement.

5. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this Amendment shall be the Effective Date provided for herein.
6. All other terms and conditions of the Agreement shall remain in effect and are not altered by the adoption of this Amendment.

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

Village of Estero

High Five Up Top, LLC

Steve Sarkozy, Village Manager

Scott Emley, CEO

Exhibit "A"**Metes and Bounds Description of Parcel to be Conveyed**

A TRACT OR PARCEL OF LAND BEING A PORTION OF LOTS 15 AND 16, FLORIDA GULF LAND COMPANY'S SUBDIVISION, PLAT BOOK 1, PAGES 59, PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA; THENCE NORTH 01°09'53" WEST ALONG THE WEST LINE OF SAID SECTION 34, FOR 877.75 FEET;
THENCE DEPARTING SAID WEST LINE, NORTH 88°50'07" EAST, FOR 139.34 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE NORTH 00°44'55" WEST, FOR 277.08 FEET;
THENCE NORTH 89°15'05" EAST, FOR 42.20 FEET;
THENCE NORTH 29°52'36" EAST, FOR 106.75 FEET;
THENCE NORTH 89°53'50" EAST, FOR 327.89 FEET;
THENCE SOUTH 22°06'01" EAST, FOR 31.32 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY 15.54 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET THROUGH A CENTRAL ANGLE OF 27°49'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 36°00'31" EAST FOR 15.38 FEET TO A POINT OF COMPOUND CURVATURE;
THENCE SOUTHEASTERLY 37.92 FEET ALONG THE ARC OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 21°43'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 60°46'51" EAST FOR 37.70 FEET TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHEASTERLY 30.93 FEET ALONG THE ARC OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 70°53'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 36°11'48" EAST FOR 29.00 FEET;
THENCE SOUTH 00°44'54" EAST, FOR 16.52 FEET;
THENCE SOUTH 15°59'00" EAST, FOR 45.67 FEET;
THENCE SOUTH 00°44'54" EAST, FOR 261.29 FEET;
THENCE SOUTH 89°08'14" WEST, FOR 152.66 FEET;
THENCE NORTH 79°46'45" WEST, FOR 38.82 FEET;
THENCE NORTH 68°21'53" WEST, FOR 89.79 FEET;
THENCE SOUTH 89°08'09" WEST, FOR 232.41 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 4.22 ACRES, MORE OR LESS.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 2, 2025

Agenda Item:

Village Center Hub - Sports and Entertainment Public Private Partnership (P3 Solicitation)

Staff is requesting that the Village Council authorize a deeper solicitation process to search for additional, complimentary sports, entertainment and recreational partners within the Village Center Hub.

Background:

In December 2022, the Village of Estero received an unsolicited proposal from High 5 Entertainment to develop an indoor/outdoor family entertainment center within the Village Center. This interest coincided with the Village's vision for the Village Center.

Over the past two years, planning, land assembly and early-stage site development has progressed. Improvements have started within the sport spark campus by upgrading the high school football stadium and hard courts. Initial site construction has been completed within the entertainment campus. The next phase of entertainment campus site construction, the initial phase of sports park site construction and High 5 construction are all scheduled to allow for a Q2 2026 opening of High 5 Entertainment.

On Thursday, March 27, 2025, the Village received a proposal from Kemper Sports for a golf driving range and restaurant to be located adjacent to High 5 within the Village Center. Staff is currently reviewing that proposal.

Description:

The master plan for the Village Center allows for 5 total parcels for entertainment and recreation uses, one of which will be High 5 Entertainment. Staff is prepared to expand a national solicitation/search process to secure high quality, complimentary partners to the Village and High 5, including a golf range concept.

Action Requested:

Staff is requesting that the Village Council authorize a deeper solicitation process to search for additional, complimentary sports, entertainment and recreational partners within the Village Center Hub.

Process and Timeline:

The next step is the public notice process. Staff will place public notice on the Village website and in appropriate public media for the minimum period quired by the P3 statute. Meanwhile, staff will reach out to a qualified list of potential partners that could complement offerings of High 5 and the golf range.

Staff expect the solicitation process to take 3-4 months to complete. Through that timeline and beyond that period, individual negotiations will occur with the outcome resulting in new Public Improvement Agreements and Common Area Maintenance Agreements executed with each new partner.

In short, staff hopes to have this process completed within calendar year 2025 and a new focus on actual development of each parcel, coinciding with the sports park development schedule.

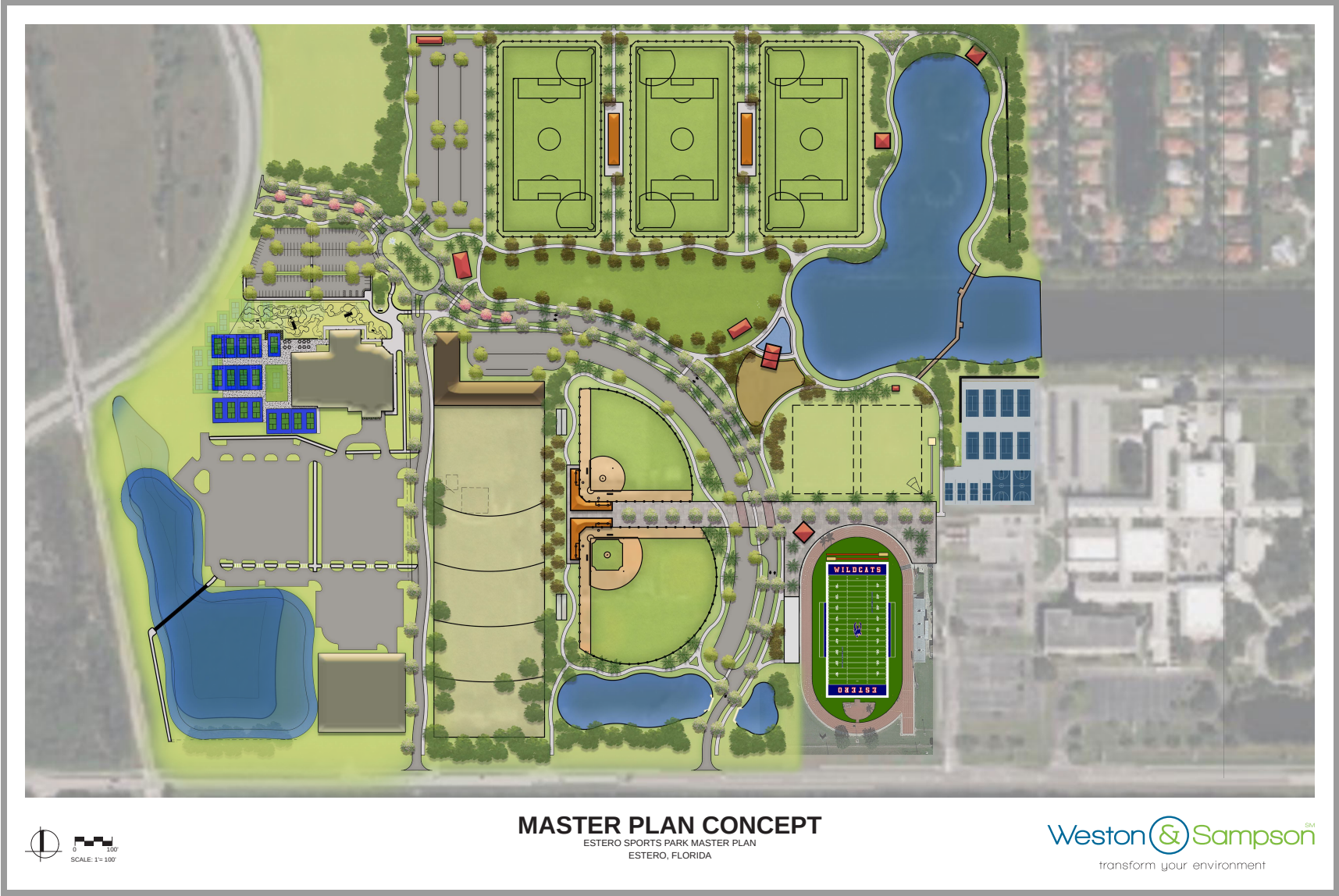
Financial Impact:

There is no immediate cost or financial impact to this project. In the long term, the P3 structure is intended to allow for a measured investment into these P3 relationships that will result in an acceptable return on investment that will be dedicated to offset expenses in operating and maintaining the sports park campus.

Prepared by: Michael Comparato

Attachments:

1. Village Center Hub Concept Plan



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 2, 2025

Agenda Item:

Estero Entertainment District Design & Permitting Change Order 01

Motion to approve award of Contract EC 2022-33 STA 01 Change Order 01 to RWA Engineering to provide additional professional services to update design changes.

Background:

RWA Engineering was issued contract EC 2022-33 STA 01 on March 18, 2025 for a total of \$485,045 for Professional Services. RWA Engineering is submitting a change order to their original contract with the Village for the additional scope of work received due to the multiple changes to the project design of the Entertainment Site located in the Village Hub.

Description:

See attached supplemental document for a detailed description of the design updates, however the change order is summarized here.

- Adjustment of the lake configuration and location within the parcel to maximize the size and frontage along Via Coconut Point for Development Parcel No. 2,
- Multiple changes to relocate and amend the High 5 Parcel size and shape to optimize proposed improvements of the Sport Park along shared property boundaries,
- Amend location, size and shape of Development Parcel No. 3 along William Road,
- Amend locations and shape of all internal pathway and parking areas, plan for a shared use pathway that will link the Sport Park with the Railroad Corridor,
- Add a parking area north of the High 5 Parcel,
- Revise proposed points of ingress/egress to the Entertainment District,

Action Requested:

Motion to approve award of Contract EC 2022-33 STA 01 Change Order 01 to RWA Engineering to provide additional professional services to update design changes.

Process and Timeline:

RWA Engineering will work with the Village to implement the changes immediately.

Financial Impact:

Page 1 of 2

This change order increases the original fee of the project from \$485,045 to \$819,010 (increase of \$333,965).

Prepared by: Steve Gillette

Attachments:

1. RWA Engineering Change Order Proposal
2. 2022-32 STA 01 CO 1
3. Change Order Map
4. RWA Site Plan Comparison



February 25, 2025

Mr. Trenton Gaskins
Professional Services Director
Vieste, LLC.
27299 Riverview Center Boulevard
Suite 200
Bonita Springs, FL 34134

Subject: Estero Entertainment District – Amendment to Original Contract (**Adjusted**)
Village of Estero Contract No. EC 2022-33 – STA No. 01 / RWA Project No. 220047.00.01

Dear Mr. Gaskins:

Please accept this letter as our proposal to provide supplemental professional services in the areas of civil engineering, surveying and mapping, landscape architecture, irrigation system design, site lighting, geotechnical engineering and ecology services for the subject project. The work order to perform this assignment will be subject to the provisions of the Village of Estero Contract No. EC 2022-33 awarded to RWA Inc. (Consultant) by Village of Estero (Village). This proposal provides for the project changes that have occurred since STA No. 01 was approved on June 21, 2023.

The purpose of the original contract was to provide a comprehensive set of professional services to design, permit and support during construction a mixed-use entertainment district / recreational park (Project) as described in Exhibit A of the original contract and based upon the originally provided conceptual site plan attached.

Due to regular and on-going changes with the Village's overall development intent and the resulting site plan changes that have occurred from inception to the first significant site plan adjustment (SP Adj No. 1) that occurred in April of 2024 and the second site plan adjustment (SP Adj No. 2) that occurred in November of 2024 the Consultant requests an amendment to the original contract in the amount of **\$333,965.00**

At the time of SP Adj No. 1 several permits had already been applied for and issued and the Consultant was in the final stages of preparing a permit application for a Development Order to the Village of Estero and a utility permit with Lee County Utilities. At this same time design and construction plans had been completed for on-site civil engineering infrastructure, off-site turn lane improvements, off-site utilities, landscape architecture and site lighting. In addition, the following changes / adjustments to the original development intent were incurred and/or the project encountered several unforeseen circumstances that were outside the original contract.

Summary of Project Changes Pre SP Adj No. 1

The project changes and adjustment to the original scope of services are summarized as follows:



- The Consultant team worked through more than a dozen site plan iterations to evolve the originally provided conceptual site plan into the officially approved site plan we proceeded with for design purposes. The multiple iterations provided the following benefits: a significant increase in the amount of on-site surface water management facilities (this allowed the project to be permitted by the SFWMD and achieve an earthwork balance), elimination of on-site recreational uses to maximize the amount of commercial development square footage and increased the overall number of end user developer pads from 2 to 3.
- Attendance at weekly Project and OAC meetings and required follow-up on requested action items from the meeting minutes for miscellaneous services and general consultation.
- An accelerated project schedule and working out of the sequence of events to start moving earthwork as quickly as possible so the building pad for High 5 could be started in April of 2024 (original target date). This involved preparing and supporting an additional permit process to the Village of Estero for a Limited Development Order and an expedited review and approval of the ERP from the SFWMD.
- To resolve being so short on surface water management facilities (on-site lakes) we combined the existing pond dedicated specifically for the road right of way into a larger pond that served the road right of way and the overall project site. This required extra geotechnical field testing, design and created extra permit review scrutiny by the SFWMD during the Environmental Resource Permit application. To maximize the amount of developable commercial square footage an exfiltration trench design was incorporated into the surface water management system design that eliminated the need for the majority of what would have been above ground dry pre-treatment detention areas.
- Due to site visits and questions raised by environmental reviewers during the ERP process it was required to perform acoustic studies for the Bonneted Bat. This required a substantial amount of extra field work and coordination with the environmental agencies.
- By March of 2024 the project had reached substantial completion of design for civil engineering, landscape architecture and site lighting. The completion of design was based upon the approved site plan at the time and used for both the LDO and ERP permit applications. Both approved permits had a total of three developable sites. Two of the three sites were along the frontage of Via Coconut Point. High 5 claimed the parcel along the proposed lake and Chicken n' Pickle was located north of the High 5 parcel and just south of the northern property line.
- In the original site plan to be used for development purposes noted above, there were numerous adjustments to the proposed site plan to identify the best location for the back of the house operations for the High 5 building. Alternate site plans for the existing back of the house were prepared for along Via Coconut Point and the entry road that divided the High 5 and Chicken n' Pickle sites.
- Originally, final engineered plans were to be prepared for all parking areas except for the third development parcel that was located along Williams Road. As development funds allocated to the Phase 1 improvements became tight, the design team was asked to go through several iterations of value engineering exercises. The primary focus on reducing costs became the elimination of the parking area next to the lake. Plan changes were made to the civil engineering, landscape and site lighting plan to remove these paved areas from the final plans that would go into the Village for permitting. The other item that took time was to look for ways to eliminate the concrete pipe (main outfalls for site drainage into the lake) and use open ditches instead to convey stormwater drainage. Ultimately this value engineering analysis did not prove to be a cost reduction benefit, so it was discarded.

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- The other value engineering item of substance was the elimination of the originally proposed on-site pump station and the rehab of an off-site pump station to reduce required sanitary sewer improvement costs. This required additional off-site survey services. Secondly a water line was to have been constructed along the northern boundary just outside our property line by the development that was to occur on the west side of Via Coconut Point. During the design process it was determined this additional water line to be constructed by others was not going to be ready for us in time to use for needed site fire protection requirements. This prompted a redesign of the internal site water system to meet potable water and fire protection demand. The combination of both items required an extensive number of additional meetings and coordination with Lee County Utilities.
- In March of 2023, as we were finalizing the DO application meeting required parking calculations became a difficult item due to the proposed used that we loaded into the proposed building programs and the elimination of the second parking lot adjacent to the lake. Substantial time was spent with Village staff to come up with alternative ways to quantify proposed uses to ultimately meet land development codes requirements for on-site parking.
- Provide bidding assistance and construction phase services to support the construction of improvements permitted under the Limited Development Order (LDC) and the Wright Construction Bid Pack No. 1 Construction Contract.

Summary of Project Changes Post SP Adj No. 1

The project changes and adjustment to the original scope of services are summarized as follows:

- Attendance at weekly Project and OAC meetings and required follow-up on requested action items from the meeting minutes for miscellaneous services and general consultation.
- In April of 2024 the decision was made to combine the High 5 parcel /uses and the Chicken n' Pickle parcel /uses into a signal development parcel on the northern portion of the site. At this time the original Chicken n' Pickle parcel was expanded, and the parcel limits were adjusted significantly to the south. This allowed the internal access road to remain and continued to provide a direct connection between Via Coconut Point and Williams Road. This site plan change created substantial impacts to the layout and design of the parking areas and all proposed underground infrastructure.
- During the summer months of 2024 and after the updated site plan was officially approved it became an intense redesign effort to get the project back on track and ready to make an application for the Development Order with the Village of Esteron. It became highly import to expedite the approval of the DO that would clear the way to make an application for a building permit. At this time the goal was to have the site work and underground construction substantially complete, and the building foundation started by the end of 2024.
- During the DO permit review a substantial adjustment to the internal roadway geometry running through the middle of the site and connecting the east half of the parking areas to the west half of the parking areas was made. Specifically, the geometry at the primary intersection was evaluated to consider a roundabout design along with alternate ways to provide access to the second development parcel along Via Coconut Point with a decision made to adjust the location of the intersection by moving it further to the south. This changed parking, site grading and underground infrastructure layout.



Summary of Project Changes Required Post SP Adj No. 2

The project changes and adjustment to the original scope of services are summarized as follows:

- Attendance at weekly Project and OAC meetings and required follow-up on requested action items from the meeting minutes for miscellaneous services and general consultation.
- Updates to the overall master concept plan for the Estero Entertainment District to fully integrate / compliment the proposed master concept plan for the adjacent Sports Park Campus into an overall development scheme for the region. The specific changes to the master concept plan included the following key elements: adjustment of the lake configuration and location within the parcel to maximize the size and frontage along Via Coconut Point for Development Parcel No. 2, relocate and amend the High 5 Parcel size and shape to optimize proposed improvements of the Sport Park along shared property boundaries, amend location, size and shape of Development Parcel No. 3 along William Road, amend locations and shape of all internal pathway and parking areas, plan for a shared use pathway that will link the Sport Park with the Railroad Corridor, add a parking area north of the High 5 Parcel, revise proposed points of ingress / egress to the Entertainment District.
- Prepare design and construction plan revisions to support the master concept plan changes. The changes will include on-site and off-site improvements for civil engineering, landscape architecture and hardscape, irrigation supply and system and site lighting for areas project site that are not within the proposed development parcels.
- Revise or amend any permit applications originally provided for and required by the original contract.
- Provide bidding assistance and construction phase services to support the construction of improvements noted above and are part of the Wright Construction Bid Pack No. 2 and No. 3 Construction Contracts.

Proposed Adjustment to the Structure of Professional Service Fees

To account for the changes made to project as outlined the previous sections of this proposed contract amended the Consultant would like to suggest the following as provided for in the attached Exhibit "A":

- Amend the original task budgets in accordance with the "Compensation Adjustment" column to the values shown in the "Amended Compensation" column. This would be for the grouping of project tasks that fall under the row identified as "220047.00.01 Estero Entertainment District (Original Contract). These tasks call for a **reduction** in the original contract task values in the amount of \$128,835.
- Add to the original contract the grouping of project tasks that fall under the row identified as "220047.00.01 Estero Entertainment District (Additional Services Post SP Adj No. 1)". These project tasks call for an increase in the contract value of \$185,250. These additional tasks will be performed in accordance with the original contract and with the same intent as the original scope of services.
- Add to the original contract the grouping of project tasks that fall under the rows identified as "220047.00.02 Estero Entertainment District – Design Phase Update (Additional Services Post SP Adj No. 2)" and "220047.00.03 Estero Entertainment District – Construction Phase Update (Additional Services Post SP Adj No. 2)". These project tasks call for an increase in the contract value of \$277,550. These additional tasks will also be performed in accordance with the original contract and with the same intent as the original scope of services.

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- The resulting overall contract increase is \$333,965 and the new contract value would be amended to \$819,000.

Project Contract Highlights to Date:

- At the time the significant changes (SP Adj No. 1) to the project occurred in April of 2024 the project was on track to finish under budget at a total cost of around \$400,000. At the time the project changed direction the total value billed and paid to date was \$286,155.80.
- The cost impacts to the project for the changes made to the site plan (SP Adj No. 1) that combined the High 5 building and uses with pickleball courts was \$185,250.
- To complete the project that is inclusive of the most recent site plan changes (SP Adj No. 2) that will fully integrate the adjacent Sports Park Campus into an overall development scheme that coordinates well with the Estero Entertainment District project the cost impact to the project will be \$277,550.

Project Assumptions:

- The additional services to be provided by the Consultant are expected to have a duration of 455 calendar days from the approval of an amended contract.
- All tasks will be performed on a one-time basis and are inclusive of any supplemental notes provided within the original scope of services provided by the Consultant.

Thank you for this opportunity to provide Professional Services to the Village of Estero and for considering RWA, Inc. for the continuation of this project. Should you have any questions or require additional information, please feel free to contact me at (239) 597-0575.

Sincerely,

Christopher O. Wright, P.E.
President

Enclosures: Original Conceptual Site Plan Provided by Client
Exhibit "A" – RWA Amendment to Original Contract



Change Order/Task Order Request

Project Name: Estero Entertainment District Design & Permitting

Contractor/Vendor: RWA Inc.

Contract No.: EC 2022-32 STA 01 CO 1

Account Number: _____

Project String: _____

Total Fees: Original Fee: \$485,045.00 Amended Fee: \$819,000.00

Brief Description:

Redesign of the project to integrate and complement the Sport Park Project.

The Consultant will provide the services in accordance with Exhibit A Scope of Services and fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number.

RWA Inc.

By: _____

Name: _____

Title: _____

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

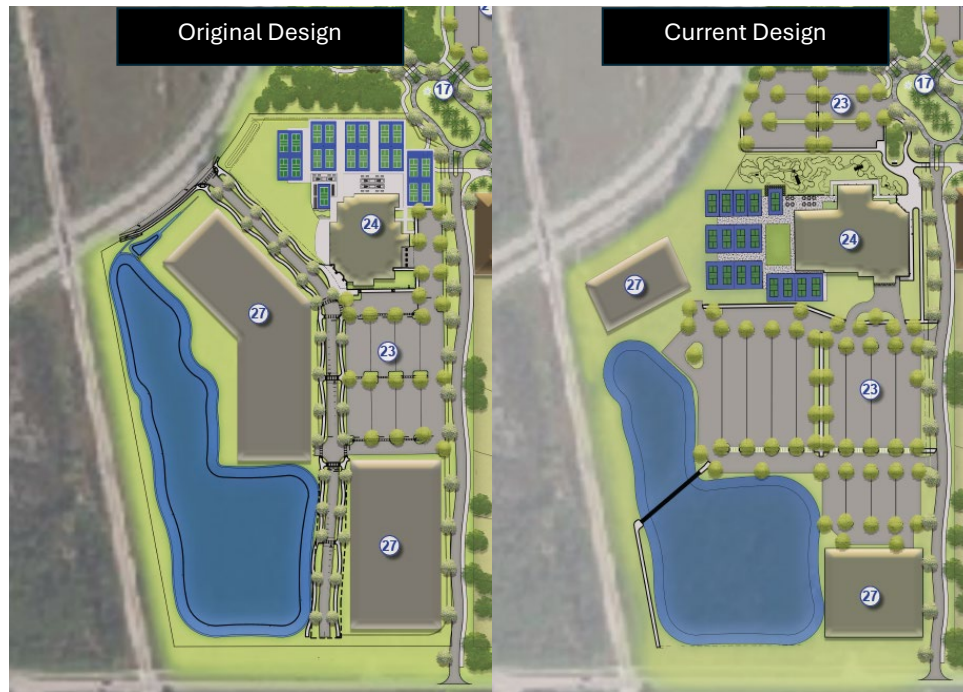
Title: Village Manager

Date: _____

Attachment:

Exhibit A

Appendix

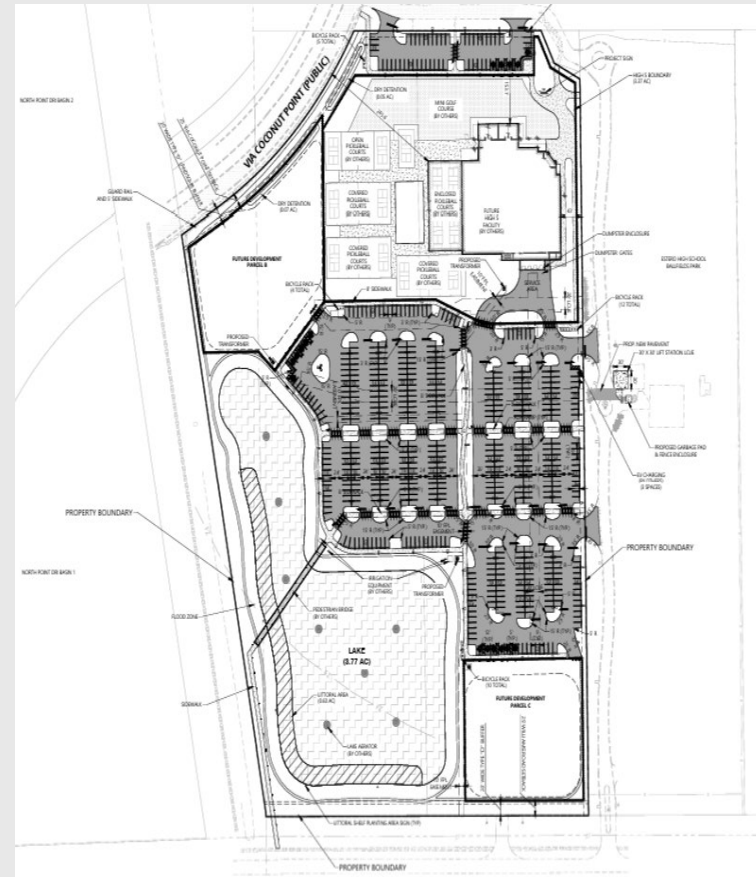
Original Design vs Current Design:

- Adjustment of the lake configuration and location within the parcel to maximize the size and frontage along Via Coconut Point for Development Parcel No. 2,
- Multiple changes to relocate and amend the High 5 Parcel size and shape to optimize proposed improvements of the Sport Park along shared property boundaries,
- Amend location, size and shape of Development Parcel No. 3 along William Road,
- Amend locations and shape of all internal pathway and parking areas, plan for a shared use pathway that will link the Sport Park with the Railroad Corridor,
- Add a parking area north of the High 5 Parcel,
- Revise proposed points of ingress/egress to the Entertainment District,

Original Site Plan



Updated Site Plan



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 2, 2025

Agenda Item:

BERT Memorandum of Agreement

Motion to approve the BERT Memorandum of Agreement and to authorize the Village Manager to approve any minor revisions requested by the other partners to the agreement.

Background:

As the Council knows, the Trust for Public Lands (TPL) has for some time been involved in discussions with various local governments in Lee and Collier Counties related to the Bonita Estero Rails to Trails (BERT) initiative.

While Lee County has elected at this point not to participate, 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, including a portion of the line running through the Village. The purpose of the acquisition is to develop the BERT project, wherein the railroad right-of-way (ROW) corridor is converted from rails to a pedestrian and bike trail.

Collier County, Bonita Springs and Estero (and the Lee County Metropolitan Planning Organization) have previously cooperated to develop and submit federal grant applications to purchase this railroad corridor and develop this rails to trail project. The parties to the attached memorandum of agreement (Collier County, Estero and Bonita Springs and TPL) agree that it is in their respective best interests to continue to cooperate on certain aspects of this project moving forward.

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. In turn, the memorandum of agreement will authorize the government parties to pre-approve their share of any related expenses and to reimburse TPL for those "due diligence" expenses.

This memorandum of agreement does not address any actual construction of the BERT project. Rather, the parties agree to address that funding process in the future, once available grant funding is better known and the due diligence process is complete.

Action Requested:

Motion to approve the BERT Memorandum of Agreement and to authorize the Village Manager to approve any minor revisions requested by the other partners to the agreement.

Process and Timeline:

Once all of the parties agree to the memorandum of agreement, the TPL will begin working with the Village and other government parties on proposing, performing, and being reimbursed for the due diligence work set forth in the agreement.

Financial Impact:

Total expenditures of the Village are not determined at this stage because of the cost share arrangement and the uncertainty of market costs for certain of the services. However, staff does not anticipate expenses exceeding \$20,000.

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

1. BERT MOA

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 to develop and submit federal grant applications 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 services, including but not limited to appraisals, appraisal reviews, boundary surveys or sketches, title searches, environmental assessments, and any other studies or inspections to allow the parties to accurately value and ascertain the actual condition of the Tract (“Pre-Acquisition Costs”). TPL shall follow all relevant rules and requirements of Collier County, Bonita Springs, and Estero, included herein, so that the due diligence services 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 upon request. Collier County, Bonita Springs, Estero and TPL may determine a subsequent update of the appraisal or a second independent appraisal report or appraisal review report(s) prior to acquisition. Parties agree to collaborate with respect to the future need for 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, which 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 any testing protocol will be agreed to in advance by all parties.
 - 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 collaborate with each other to reach agreement regarding collective or cooperative responsibility to raise the acquisition, construction and management funding necessary to complete the trail.
 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 Florida Statutes § 166.045 and § 125.355, and other applicable law. All parties shall disclose confidential information to their employees on a "need to know" basis only.
 5. **Steering/Coordinating Committee.** Estero, Bonita, and Collier agree to form and participate in an steering committee comprised of one elected official from each local government and a lead

staff member. TPL and Friends of BERT will designate a liaison to this committee as well. This committee will meet regularly to discuss and coordinate activities associated with the purchase of the rail corridor. The steering committee will meet from time to time in either Estero, Bonita, or Collier, and staff of the relevant meeting location will ensure the meetings are advertised and conducted as required by Florida Statutes § 286.011.

6. **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.
7. **Notices and Pre-Acquisition Invoices:**
 - a. **Collier County** – County Manager, 3299 Tamiami Trail East, Suite 202, Naples, FL 34112-5746. Telephone: (239) 252-8383
 - b. **Bonita Springs** – City Manager, 9101 Bonita Beach Road, Bonita Springs, FL 34135. Telephone (239) 949-6262
 - c. **Estero** – Village Manager 9401 Corkscrew Palms Circle, Estero, FL 33928. Telephone; 239.221.5035. Email: info@estero-fl.gov*
 - d. **TPL** – Southeast Region Conservation Director. 1834 Hermitage Blvd, St. 100, Tallahassee, FL 32308. Telephone: (850) 222-7911.
8. **Termination:** Notwithstanding any provision to the contrary, this Agreement shall terminate no later than June 30, 2026. Any approved 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.
9. **Assignment of Interest.** No party will assign or transfer any interest in this Agreement without prior written consent of the other parties.
10. **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.
11. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.
12. **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.

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

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

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

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

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

18. 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.

19. 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.

20. 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:

Its: _____

COLLIER COUNTY, FLORIDA

By: _____
_____, Chair
Board of County Commissioners

ATTEST:

APPROVED AS TO FORM

Clerk

Collier County Attorney's Office

(SEAL)

CITY OF BONITA SPRINGS

ATTEST (By Corporate Officer)

By: _____

By:

Print: _____

Print:

Title: _____

Title:

VILLAGE OF ESTERO

ATTEST (By Corporate Officer)

By: _____

By:

Print: _____

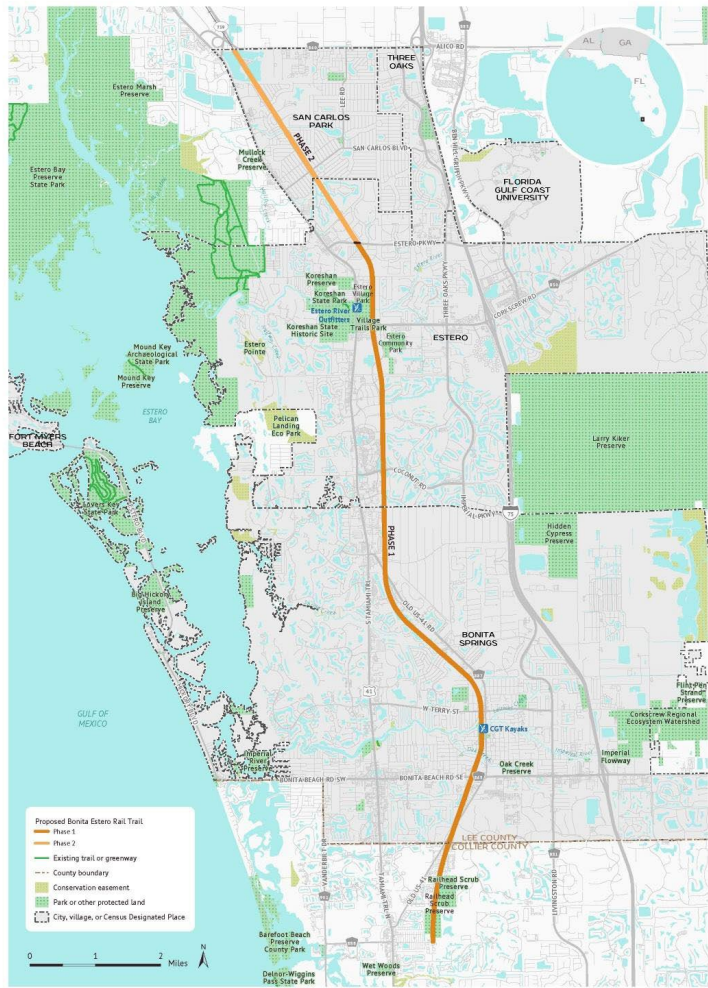
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EXHIBIT “A”
The Property (Phase 1)

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

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
April 2, 2025

Agenda Item:

Ordinance No. 2025-03 repealing Article III of Chapter 10 of the Village Code regarding disaster recovery.

Motion to approve Ordinance No. 2025-03 on First Reading and schedule Second Reading for April 16, 2025.

Background:

When the Village became incorporated as a municipality, it largely adopted significant portions of the Lee County Code as its “starter code” to ensure both continuity and that it had some regulatory scheme for its operations. One portion of the prior County code remaining in the Village Code is Article III (Post-Disaster Recovery) of Chapter 10 (Emergency Management and Emergency Services).

These Code provisions address those topics at the large County level, referencing things such as water treatment plants that the Village does not operate. Further, these Code provisions also adopt a “substantial damage” formula and procedures (related to FEMA post-disaster reconstruction rules) different than the Village’s current rules.

In the years since incorporation, the Village has adopted its own codes and procedures related to emergency management, including adopting Ordinance 2018-08 (Local States of Emergency), and Resolution 2024-15 (adopting an Emergency Response Plan). It has also adopted (and regularly updates in consultation with FEMA) its floodplain rules in Village Code § 7-3, including its Substantial Damage regulations, and has most recently worked with FEMA to develop Village-specific post-disaster plans related to ensuring compliance with the floodplain regulations related to post-disaster rebuilding.

The Village Attorney has conferred with the Village Manager and relevant Village Department heads and staff and has determined that the provisions of the County code to be repealed in this Ordinance are no longer consistent with actual Village operations, or other more recent enactments, and are no longer needed in the Code. Therefore, the Village Attorney has recommended the County codes incorporated into Article III of Chapter 10 of the Village Code be repealed.

Page 1 of 2

Action Requested:

Motion to approve Ordinance No. 2025-03 on First Reading and schedule Second Reading for April 16, 2025.

Process and Timeline:

Assuming the Ordinance is adopted on first reading, it will be scheduled for second reading and public hearing on April 16, 2025.

Financial Impact:

N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

1. Ordinance No. 2025-03

ORDINANCE NO. 2025 - 03

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, REPEALING ARTICLE III OF CHAPTER 10 OF THE VILLAGE CODE REGARDING DISASTER RECOVERY; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, upon becoming incorporated as a municipality, the Village of Estero (the Village) largely adopted significant portions of the Lee County Code to ensure continuity and that it had some regulatory scheme for its operations; and

WHEREAS, one portion of the prior County code remaining in the Village Code is at Article III (Post-Disaster Recovery) of Chapter 10 (Emergency Management and Emergency Services); and

WHEREAS, these Code provisions address those topics at the large County level, referencing things such as water treatment plants that the Village does not operate; and

WHEREAS, these Code provisions also adopt a “substantial damage” formula and procedures (related to FEMA post-disaster reconstruction rules) different than the Village’s current rules; and

WHEREAS, in the years since incorporation, the Village has adopted its own codes and procedures related to emergency management, including adopting Ordinance 2018-08 (Local States of Emergency), and Resolution 2024-15 (adopting an Emergency Response Plan); and

WHEREAS, the Village has also adopted and regularly updates its floodplain rules, including its Substantial Damage regulations, in Village Code § 7-3, and has most recently worked with FEMA to develop Village-specific post-disaster plans related to ensuring compliance with the floodplain regulations; and

WHEREAS, the Village Attorney has conferred with the Village Manager and relevant Village Department heads and staff and has determined that the provisions of the County code are no longer consistent with actual Village operations, or other more recent enactments, and so has recommended the County codes be repealed; and

WHEREAS, the Village Council finds that the provisions in this Ordinance are in the best interests of the Village and its residents and business community by ensuring its Code is consistent with current FEMA-approved Village policies and procedures, and actual Village disaster response practices.

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

Section 1. Article III (Post-Disaster Recovery) of Chapter 10 (Emergency Management and Emergency Services) of the Village Code is hereby repealed in its entirety:

ARTICLE III. POST-DISASTER RECOVERY

~~Sec. 10-48. Purpose and intent.~~

- ~~(a) The provisions of this article may be cited as the "Post-Disaster Recovery Ordinance."~~
- ~~(b) It is the intent of the Village to establish, prior to a storm event or emergency constituting a major or catastrophic disaster, organizations that will oversee the recovery and reconstruction process and also serve to advise the Village Council on recovery and reconstruction issues. These organizations will also identify opportunities to mitigate future damages through the management of recovery and reconstruction. It is further the intent of the Village to allow rebuilding and reconstruction in an orderly manner by controlling the issuance of building permits, development orders and site plans in order to manage the location, timing, and sequence of reconstruction and repair. Although usual preservation procedures cannot be followed in the aftermath of a disaster, generally accepted standards for historic preservation will be followed in the post-disaster response. To further this intent, the Village will make every effort to develop its capacity to identify and coordinate various post-disaster recovery and reconstruction resources while at the same time ensuring maximum local control over the recovery and reconstruction process.~~
- ~~(c) Following a major or catastrophic disaster, sufficient time must be provided to conduct damage assessment, classify and categorize individual structure damage, evaluate the effectiveness and enforcement of the existing building code.~~
- ~~(d) In the event of a major or catastrophic disaster occurring in the Village, a public health and safety threat may result from the generation of widespread debris. Such debris constitutes a hazardous environment for all modes of movement and transportation of residents as well as emergency aid and relief services, endangerment to all properties of the Village, an environment conducive to breeding disease and vermin, and greatly increased risk of fire. Under these circumstances, it is in the public's interest to collect and remove disaster debris from properties whether public lands, public or private roads, and gated communities to eliminate an immediate threat to life, public health and safety, to reduce the threat of additional damage to improved property, and to promote economic recovery of the community at large.~~

~~Sec. 10-49. Definitions.~~

~~The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Building value* means the latest total assessment of all improvements on a parcel of land recorded on the County Property Appraiser's file before the structure was damaged.~~

~~*Catastrophic disaster* means a disaster that will require massive state and federal assistance including immediate military involvement.~~

Chief Building Official means the Community Development Director who is hereby designated to implement, administer and enforce the building permit moratoria provisions of this article.

Current regulatory standards for new construction means the following:

(1) ~~— Federal requirements for elevation above the 100-year flood level.~~

(2) ~~— Building code requirements for floodproofing.~~

(3) ~~— Repair work meets current building and life safety codes.~~

Damage assessment means a systematic procedure for evaluating damage to public and private property, based on current replacement cost. The assessment may be used to determine if the damaged area can qualify for federal or state disaster assistance.

Destroyed structure means a structure that is a total loss or damaged to such an extent that repairs are not technically or economically feasible. The indicator for this category is if the cost to repair exceeds 50 percent of the replacement value at the time of damage or destruction.

Disaster Advisory Council means a group of officials designated by this article for the effectuation of its purposes.

Emergency Review Board means a committee of three members from the post-disaster recovery task force established for the purposes of this article.

Historic resource means any prehistoric or historic district, site, building, structure, object or other real or personal property of historical, architectural or archaeological value. Historic resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government or culture of the Village, the State or the United States.

Local damage assessment team means a group of individuals designated by the local jurisdiction to perform damage assessment according to State and Federal requirements.

Major damage structure means a structure that can be made habitable with extensive repairs. Damage may include foundation, roof structure, and major structure components. The indicator for this category is if the cost to repair is greater than 25.01 percent and up to and including 50 percent of the replacement value at the time of damage.

Major disaster means a disaster that will likely exceed local capabilities and require a broad range of State and Federal assistance.

Minor damage structure means a structure that can be made habitable in a short period of time with minimal repairs. Damages may include doors, windows, floors, roofs, central air conditioners, and other minor structure damage. The indicator for this category is if the cost to repair is 25 percent or less than the replacement value at the time of damage.

Minor disaster means a disaster that is likely to be within the response capabilities of local government and to result in only a minimal need for State or Federal assistance.

Post-disaster recovery task force means a group of officials designated by and for the purposes of this article.

Replacement cost means the actual cost to repair, reconstruct, rebuild or replace a damaged structure. The term "replacement cost" will not include the following parts of a structure or items not considered a permanent part of the structure: building plans, surveys, permits, sidewalks, pools, screens, sheds, gazebos, fences, furniture and carpeting. For purposes of this article, the replacement cost will be compared to the structure's replacement value to determine the percent of the structure damaged.

Replacement value of a structure means the market building value contained in the County Property Appraiser's file multiplied by one of the following factors:

- (1) 120 percent in a major disaster; or
- (2) 150 percent in a catastrophic disaster.

The structure's owner may opt to establish replacement value by hiring a state-certified property appraiser rather than use the formula stated in this definition.

Structure means that building or accessory building which is built or constructed.

~~Sec. 10-50. Post-disaster redevelopment priorities.~~

The following priority sequence will govern community rebuilding and redevelopment efforts:

- (1) Reestablishing services that meet the physical and safety needs of the community, to include water, food, ice, medical care, emergency access, continuity of governmental operations, emergency communications, security of residents and possessions from harm, health, and temporary housing.
- (2) Reestablishing infrastructure necessary for community reconstruction (i.e., electrical distribution systems, potable water and sanitary sewer service, restoring medical and health care, rebuilding damaged transportation facilities, and housing facilities).
- (3) Restoring the community's economic base, as defined by the Lee Plan or accepted econometric principles and practices.
- (4) Improving the community's ability to withstand the effects of future major or catastrophic disasters.

~~Sec. 10-51. Essential service and facility restoration priorities.~~

- (a) *Generally.* The following priorities will govern power and communication service restoration once damaged electrical transmission systems, substations and distribution systems are restored:
 - (1) *Priority no. 1.* Emergency response and recovery facilities having no emergency power or telephone service (community emergency operations or command centers, response/recovery centers); medical facilities having no emergency power; repairing emergency communication centers and facilities; and designated facilities providing emergency food, water and ice.

- ~~(2) *Priority no. 2.* Water treatment and pumping facilities, special care centers, nursing home facilities having no emergency power, law enforcement and fire stations having no emergency power, the Southwest Florida International Airport, Page Field, staging areas and distribution centers requiring emergency power, and County/State detention centers (the jail, stockade).~~
- ~~(3) *Priority no. 3.* Wastewater treatment plants and lift stations, general telephone service, solid waste facilities, medical facilities having emergency power, nursing homes having emergency power, law enforcement and fire stations having emergency power, public shelters still housing evacuees and the homeless, adult congregate living facilities, facilities serving as disaster application centers for federal disaster relief, and public and private facilities necessary for resource management and distribution activities (government facilities handling emergency purchasing, designated grocery store/restaurant outlets).~~
- ~~(4) *Priority no. 4.* Community areas receiving minor damage, and other government facilities.~~
- ~~(5) *Priority no. 5.* Community areas receiving major damage.~~
- ~~(6) *Priority no. 6.* Community areas receiving catastrophic damage.~~
- ~~(b) *Water service restoration procedures.* The following procedures will govern restoration of water service:~~
 - ~~(1) Valve off major leak areas.~~
 - ~~(2) Work with private franchises providing service to determine extent of damaged facilities and reestablish service.~~
 - ~~(3) Identify highly damaged areas.~~
 - ~~(4) Assess and provide service to meet critical customer needs (i.e., emergency response and recovery facilities, Southwest Florida International Airport, hospitals, nursing homes, emergency public shelters, kidney dialysis patient facilities, and other identified emergency response facilities).~~
 - ~~(5) Establish emergency water sites as necessary.~~
 - ~~(6) Establish priorities and repair damaged facilities in the following order: treatment plants, trunk mains, distribution mains, service connections.~~
 - ~~(7) Repressurize area water systems as necessary.~~
 - ~~(8) Establish area water potability.~~
- ~~(c) *Wastewater service restoration procedures.* The following procedures will govern wastewater service restoration:~~
 - ~~(1) Assess damages to system (wastewater treatment plants, lift stations, electrical support systems, to include evaluating the need to take lift stations off line in flooded evacuated areas to avoid damage to property when power is restored).~~
 - ~~(2) Work with private franchises providing service to determine extent of damaged facilities and reestablish service.~~

- ~~(3) Coordinate recovery operations in determining and repairing any damages to wastewater treatment plants within the Village.~~
- ~~(4) Determine need and provide emergency service to emergency response and recovery facilities, Southwest Florida International Airport and Page Field, and hospitals.~~
- ~~(5) Repair damaged facilities in the following sequence: treatment plants first, then lift stations starting with those closest to the treatment plants.~~
- ~~(6) Reestablish wastewater service to franchise areas as power and water service are restored.~~

~~Sec. 10-52. Post disaster debris clearance and disposal strategies.~~

- ~~(a) The following policies will govern emergency debris clearance, removal and disposal strategies:~~
 - ~~(1) Emergency access to aid search and rescue operations;~~
 - ~~(2) Major arterial roadways linking the Village to intercounty traffic;~~
 - ~~(3) Major arterial roadways providing access to designated response/recovery centers (the Civic Center, the County Sports Complex), the Southwest Florida International Airport, public/private utility companies providing water service, and entry roads to the Village's designated solid waste disposal facilities;~~
 - ~~(4) Major arterial roadways providing access to roadways carrying intercounty traffic;~~
 - ~~(5) Roadways providing access to designated staging areas and distribution centers supporting disaster relief efforts;~~
 - ~~(6) Roadways providing access to major commercial activity centers;~~
 - ~~(7) Minor arterial roadways coming under Village maintenance responsibility;~~
 - ~~(8) Collector roadways under Village maintenance responsibility;~~
 - ~~(9) Other roadways under Village maintenance responsibility; and~~
 - ~~(10) Private roadways, including gated communities.~~
- ~~(b) Once road clearing operations supporting search and rescue operations, clearing intercounty roadways, and providing access to designated response/recovery centers are completed, debris clearance will be guided by the following priority sequence:~~
 - ~~(1) Area medical facilities with emergency rooms, areas designed for field medical sites, areas designated for staging and distributing disaster relief aid;~~
 - ~~(2) Facilities designed as centers for emergency response operations, fire district and law enforcement stations;~~
 - ~~(3) Areas with minor damage;~~
 - ~~(4) Areas with major damage;~~
 - ~~(5) Areas with catastrophic damage; and~~
 - ~~(6) Private roadways, including gated communities.~~

- ~~(c) Debris will be separated to avoid mixing hazardous materials and hazardous waste with other types of debris.~~
- ~~(d) Agencies or organizations contracted to clear, remove and dispose of debris will follow the following principles:~~
 - ~~(1) Debris collection and removal procedures from residential and commercial properties will adhere to the collection sequence priority established by the Village. Instructions will be provided to the public to separate debris. Notification will also be provided of the established schedule for picking up general debris classes.~~
 - ~~(2) Storage areas will be operational within seven to ten days after the disaster to separate debris that does not fall under the residential and commercial property programs.~~
 - ~~(3) Open pit burning, burning by incineration, mulching or chipping horticultural debris, hauling mulched or chipped debris out of the Village, disposal of approved solid waste sites and debris reuse and recycling will be acceptable methods of debris disposal, provided these methods meet all applicable rules and regulations established for such operations.~~

~~Sec. 10-53. Determination of damage, build back policy, moratoria, emergency repairs and emergency permitting system.~~

- ~~(a) *Determination of damage.* The primary task of the local damage assessment team is to identify structures damaged as a result of the disaster. The Village damage assessment team will catalogue and report to the Chief Building Official those structures which have been destroyed; received major damage; and received minor damage. The Chief Building Official will then inspect the damaged structures and place each structure in one of the damaged categories. The assessment will also serve as a basis for determining if a disaster declaration is warranted.~~
- ~~(b) *Village build back policy.* Structures which have been damaged by fire or other natural forces to the extent that the cost of their reconstruction or repair exceeds 50 percent may be reconstructed at (but not to exceed) the legally documented actual use, density, and intensity existing at the time of destruction, thereby allowing those structures to be rebuilt or replaced to the size, style, and type of their original construction, including original square footage; provided, however, that the affected structure, as rebuilt or replaced, complies with all federal and state regulations, local building and life safety regulations, and other local regulations, which do not preclude reconstruction otherwise intended by this policy. In accordance with this policy, this article provides:~~
 - ~~(1) Structures damaged up to and including 50 percent may be rebuilt to their original conditions, with repair work subject to current building and life safety codes, except that structures damaged by floodwaters in a disaster by more than 25 percent which have recorded one or more National Flood Insurance losses of \$1,000.00 or more since 1978, must be brought into compliance with current regulatory standards for new construction.~~
 - ~~(2) Structures damaged more than 50 percent may be rebuilt to their original square footage and density, provided they comply with:~~
 - ~~a. Federal requirements for evaluation above the 100 year flood level;~~

- b. ~~Building code requirements for floodproofing;~~
 - e. ~~Repair work meets current building and life safety codes;~~
 - d. ~~Coastal construction control lines regulations (if applicable);~~
 - e. ~~Disability access regulations; and~~
 - f. ~~Any required zoning and other development regulations (other than density or intensity), unless compliance with those regulations would preclude reconstruction otherwise intended by the build back policy as may be determined by the Emergency Review Board set forth below.~~
- (3) ~~To minimize the need for individual variances or compliance determinations before reconstruction or redevelopment of structures damaged more than 50 percent, and in order to expedite the processing of the large number of anticipated applications for reconstruction, the development regulations affecting setback, parking, buffering and open space in any area declared a disaster may be modified by majority action of the Emergency Review Board as set forth below. Additionally, the listed development regulations will be evaluated for their applicability to allow reconstruction or redevelopment that will most closely comply with current regulations. These regulations will be prioritized as to their relative importance based upon, among other factors, the sites' use, location, size, and the condition of any remaining pre-existing structures. More specific guidelines will be established by administrative code.~~
- a. ~~For single family, two family and duplexes and their accessory structures, the Emergency Review Board is authorized to apply and modify development regulations for lot area and dimension, setbacks, lot coverage, height, handicapped access and open space.~~
 - b. ~~For multiple family, commercial and industrial buildings, the Emergency Review Board is authorized to modify development regulations for lot area and dimensions, setbacks, lot coverage, height, handicapped access, buffering, open space, loading space and parking.~~
 - e. ~~Any modifications granted will be the minimum necessary. No modifications will be granted that will totally eliminate buffering or open space, or that will allow buildings to exceed the special height limitations specified in the Land Development Code.~~
 - d. ~~The Emergency Review Board is specifically authorized to modify street, rear side or waterbody setback requirements under the following circumstances:~~
 - 1. ~~Street, rear, side, or waterbody setbacks may be modified to permit the reconstruction of, or additions to, pre-existing structures that are nonconforming with regard to a specific setback as long as prior to approving any modification of street or street easement setbacks, a determination will be made through consultation with the Community Development Department regarding future road widening requirements.~~
 - 2. ~~The reconstruction will not result in a further diminution of the setback; however, the Emergency Review Board may approve bay windows,~~

chimneys and similar architectural features that encroach further into a setback, provided the encroachment does not protrude beyond the pre-existing overhang of the building; and

3. ~~Setbacks may be modified to allow the replacement of stairs or decking that will provide access into a reconstructed dwelling unit.~~
- e. ~~The Emergency Review Board is specifically authorized to modify the parking requirements under the following circumstances:~~
 1. ~~To improve ingress and egress to the site.~~
 2. ~~To eliminate or reduce the instances where parked vehicles were required to back out onto thoroughfares to gain access to the roadway system.~~
 3. ~~To provide on-site handicapped parking.~~
- f. ~~The Emergency Review Board is specifically authorized to modify buffering requirements to accommodate modifications to parking or additional proposed parking.~~
- g. ~~The Emergency Review Board may also consider other modifications, conditions or variances necessary to reconstruct a pre-existing structure in a timely and expeditious manner, including requests for reconstruction not specifically set forth above.~~
- h. ~~The Emergency Review Board may require documentation as to the actual uses, densities and intensities in existence at the time of earlier construction through such means as photographs, diagrams, plans, affidavits, permits, etc., before authorizing modifications to the requirements referenced above.~~
- (4) ~~No provision is made to redevelop property containing damaged structures for a more intense use or at a density higher than which existed prior to a major or catastrophic disaster. No redevelopment at a higher density or more intense use will be permitted unless appropriate zoning, development review, building permit and other applicable land development approvals are granted.~~
- (c) ~~Moratoria.~~ The following moratoria will apply for the purpose of prioritizing repair and reconstruction immediately needed for public health, safety and welfare purposes:
 - (1) ~~Initial building moratorium.~~
 - a. ~~Effective date.~~ An initial building moratorium will become effective when one or more of the following actions or findings occur:
 1. ~~The Governor of the State or the President of the United States declares the Village a disaster area.~~
 2. ~~The Chief Building Official determines that 100 or more structures have received major damage or have been destroyed.~~
 3. ~~Upon a finding by the Village Council of the existence of a state of local emergency in accordance with F.S. ch. 252.~~

4. ~~The Village is unable to maintain acceptable levels of public service expected during non-emergency situations.~~
- b. ~~General duration.~~ The initial building moratorium will remain in effect for up to 72 hours. No building permits may be issued during this time period. After expiration of this initial building moratorium, the following moratoria will become immediately effective unless modified by the Board:
 1. ~~Destroyed structure moratorium.~~ No building permit may be issued within 30 days following the expiration of the initial building moratorium for the replacement of any structure which has been destroyed.
 2. ~~Major damaged structure moratorium.~~ No building permit for repairs of a major damaged structure may be issued for at least ten days following the expiration of the initial building moratorium.
 3. ~~Minor damaged structure moratorium.~~ No building permits for the repair of minor damaged structures may be issued for at least four days following the expiration of the initial building moratorium.
 4. ~~No development moratorium.~~ No building permit for new construction or reconstruction unrelated to rebuilding or repairing disaster-damaged structures may be issued for at least 30 days following the expiration of the initial building moratorium in order to allow an examination of existing building and life safety codes. The Disaster Advisory Committee or post-disaster recovery task force will determine and advise whether a new development moratorium is necessary, based upon the results of damage assessment and recommendations from the Chief Building Official and the recovery task force.
5. ~~Outstanding building permit inspection moratorium.~~
 - (i) ~~With the exception of inspections for certificates of occupancy, inspections for all building permits issued prior to the disaster will be suspended for a minimum period of 30 days following the expiration of the initial building moratorium, unless the Chief Building Official determines on an area-wide or case-by-case basis that sufficient inspection staff will be available to inspect the structures. Suspension of inspections of building permits process means that, except as allowed by the Chief Building Official, no building permit inspections by the Community Development Department will be performed during the moratorium period, and that no further building permit work is authorized beyond the point at which any inspection is otherwise required.~~
 - (ii) ~~The Village may re-inspect all building permit work in place prior to the disaster to verify that the work was not damaged during the disaster. If the Village determines the building permit work was damaged during the disaster or suspects damage occurred, the developer will be responsible for rework, removal, retesting, and~~

~~uncovering work to facilitate inspection to ensure compliance with the building permit documents and the building code.~~

- ~~(iii) Scheduled inspections and requests for building permit inspections suspended under this section will be adjusted to reflect the 30-day moratorium.~~

~~6.—Outstanding development order moratorium.~~

- ~~(i) All applications for development orders, inspections of development order work, and all development orders issued prior to a major or catastrophic disaster will be suspended for a minimum period of 30 days following the expiration of the initial building moratorium. Suspension of outstanding development order process means that no development order work is authorized beyond the point at which a development order inspection is required and that no development order inspections will be performed by the Community Development Department during this moratorium except as may be authorized by the Community Development Director on an area-wide or case-by-case basis.~~
 - ~~(ii) The Village may re-inspect all development order work in place prior to the disaster to verify that the work was not damaged during the disaster. If the Village determines that such work was damaged during the disaster or suspects that damage occurred, the developer will be responsible for rework, removal, retesting, and uncovering work to facilitate inspection to ensure compliance with the development order documents and the Land Development Code.~~
 - ~~(iii) All applications for development orders, inspections required for approval of development orders, and development orders that would otherwise expire, are suspended under this section and their corresponding dates will be adjusted to account for the effect of this moratorium period.~~
- ~~7.—Moratorium on review of site plans, zoning requests and subdivision plats.~~
- ~~(i) Site plans, zoning requests and subdivision plats submitted to the Village prior to the disaster will not be reviewed by the Village staff or considered by the Village Council for a period of 30 days following the expiration of the initial building moratorium.~~
 - ~~(ii) No new site plans, zoning requests or subdivision plats will be accepted by the Village for a period of 30 days following the expiration on the initial building moratorium.~~
 - ~~(iii) All submittal dates and review periods will be adjusted to reflect the 30-day moratorium.~~
 - ~~(iv) Notwithstanding these restrictions, the director of community development may authorize review otherwise precluded by this moratorium, on a case-by-case basis.~~

~~(2) *Duration of other moratoria.* All moratoria other than the initial building moratorium will be in effect for the duration described above and may be repealed or extended upon resolution by the Village Council.~~

~~(d) *Emergency repairs.*~~

~~(1) No construction or reconstruction activity may be undertaken without a building permit while a building moratorium is in effect. Emergency repairs necessary to prevent injury, loss of life, imminent collapse or additional damage to the structure or its contents will be submitted to temporary moratoria. Examples of activities considered acceptable emergency repairs include the following:~~

~~a. Temporary roof repairs with plywood or plastic sheeting to make structures habitable or to prevent continuing damage due to rain and wind to building interiors and exteriors.~~

~~b. Covering exterior wall openings with plywood or plastic sheeting.~~

~~c. Repairs to interior ceilings to make buildings habitable or to drain accumulated water.~~

~~d. Repairs to steps.~~

~~e. Temporary shoring measures to avoid imminent building or structure collapse.~~

~~(2) Emergency repairs to buildings or infrastructure that house the following organizations or activities will not be subject to temporary moratoria because of their necessity to protect the public health and safety: electrical power, potable water, wastewater, power and communications facilities; emergency stabilization of roadways; police, fire and medical facilities; essential governmental facilities; response/recovery centers and distribution centers; debris removal; and stabilization or removal of structures about to collapse.~~

~~(3) Nothing in this article will be construed to exempt development from compliance with State and Federal permit regulations.~~

~~(e) *Emergency permitting system.* An emergency permitting system has been established by administrative code to ensure the quality of rebuilt or reconstructed buildings or structures, to implement the provisions of the Village's build-back policy and to expedite the permit process for the placement of travel trailers. The provisions contained in the administrative code will take effect when a disaster designated as major or catastrophic has affected the Village, or when the Village Council requests the Governor to declare the Village a disaster area.~~

~~Sec. 10-54. Economic redevelopment policies.~~

~~(a) The following general policies will guide the use of resources employed toward rebuilding the community's economic base:~~

~~(1) Re-establish the tourist industry.~~

~~(2) Re-establish banking and financial institutions.~~

~~(3) Reopen the business community.~~

~~(4) Restore agriculture and industry.~~

- ~~(b) Damaged businesses and other economic enterprises necessary for the public health and safety and for restoring the community's economic base may use temporary structures (such as modular buildings, mobile homes or similar type structures) to carry out their activities until their damaged structure is rebuilt or replaced according to applicable development and redevelopment regulations.~~

~~Sec. 10-55. Authority.~~

~~Nothing in this article limits the authority of the Village Council to declare, repeal or extend a state of local emergency.~~

~~Sec. 10-56. Penalties.~~

- ~~(a) Any person, firm, company or corporation who fails to comply with this article or the emergency measures made effective pursuant to this article, is guilty of an offense.~~
- ~~(b) In addition, any construction licensee of the County or the State who violates any provision of this article, or the emergency measures which are effective as a result of this article, may be charged with a violation and the matter will be heard before the appropriate County Board, in a state administrative proceeding or a court of law.~~

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

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

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

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

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

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the 2nd day of April, 2025.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 16th day of April, 2025.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Mayor

By: _____
Carol Sacco, Village Clerk