VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
SEPTEMBER 22, 2021, 05:30 PM

www.Estero-fl.gov

COVID-19 NOTICE:

The Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity to participate virtually. The meeting will be broadcasted live via the Village of Estero website https://estero-fl.gov/council/watch-meetings-online/. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19. 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

September 22, 2021, 05:30 pm

1. CALL TO ORDER

INVOCATION -- Pastor Kevin Morris Hope United Presbyterian Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. INTRODUCTION

Steffanie Pierce Gulf Shore Opera

5. CONSENT AGENDA

a. September 9, 2021 Council Meeting Minutes

Attachment: September 9_ 2021 Minutes.pdf

b. Resolution No. 2021-16 Amending Ordinance No. 2016-09 Adopting Personnel Policies

Attachment: Resolution No. 2021-16 PTO Summary Sheet.pdf
Attachment: Resolution No. 2021-16 Payed Time Off Modification.pdf
Attachment: Personnel Policies Excerpt pdf.09222021.pdf

c. Resolution No. 2021-20 Establishing Meeting Dates, Time, and Location for Village Council Meetings for 2022

Attachment: Summary Sheet Council Meeting 2022 Calendar.pdf
Attachment: Resolution 2021-20 Establishing Meeting 2022.pdf

Attachment: 2022 Council Meetings Calendar.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Lobbying Services

Recommended Action:
Approve the contracts with Ronald L. Book, P.A. (annual cost: $35,000) and JEJ & Associates, Inc. (annual cost: $36,000) to provide professional State Legislative and Executive Branch Lobbying Services for a one-year period. Grant the Village Manager the authority to renegotiate and execute the renewal of these contracts for three additional one year terms under the same terms and conditions, of doing so is in the best interest of the Village of Estero.

Also approve a contingency fund amount of $7,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact:
Total annual cost: $78,000 ($71,000 plus $7,000 for contingency).

Attachment: Agenda Item Summary Sheet.pdf
Attachment: 1 Contract and Response July 2nd - Ronald Book.pdf
Attachment: 2 Ronald L Book PA Vendor Disclosure.pdf
Attachment: 3 JEJ _ Associates Contract and Engagement Letter September 13.pdf
Attachment: 4 JEJ _ Associates Vendor Disclosure.pdf

b. Disposal of surplus computers

Recommended Action:
Authorize staff through the Village Manager to dispose of, or donate, the inoperable computers that remain in Village possession. Grant the Village Manager the authority to execute any ancillary documents related to the responsible disposal of computer equipment on behalf of the Village of Estero Council.

Financial Impact:
No additional costs are expected. Previously, the Village incurred a $125 cost to have the hard drives wiped and destroyed.

Attachment: Agenda Item Summary Sheet - Disposal of Computers.pdf
Attachment: Certificate of Destruction.pdf

c. Estero Bay Village, Sunny Groves, & Cypress Bend Utility Expansion Design & Permitting Contract

Recommended Action:

Approve award of Supplemental Task Authorization

(STA) - 01 Contract EC 2020-37 with Tetra Tech, Inc. to provide Design and Permitting services for utility expansion projects under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $371,013.

Also approve a contingency fund amount of $38,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the STA with Tetra Tech, Inc. and any other related ancillary documents on behalf of the Village Council.

Financial Impact:

Fiscal impact is $409,013 which includes the contract amount of $371,013 plus a 10% contingency of $38, 000.

Funding for this project will be allocated as follows.

â€¢	Water & Sewer Expansion	$98,400
â€¢	Unspent Capital Improvement Funds	$310,613

Attachment: Utility Exp Contract Agenda Summary.pdf
Attachment: 1 Utility Loc Map.pdf
Attachment: 2 Utility Expansion Contract-TetraTech.pdf
Attachment: 3 Ownership Disclosure - Tetra Tech.pdf

d. US 41 & Three Oaks Monument Sign Construction Plans & Permitting Contract

Recommended Action:
Approve award of Supplemental Task Authorization

(STA) - 01 Contract EC 2020-72 with DRMP, Inc. to provide Construction Plan and Permitting services for Village of Estero monument signs under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $59,960.00.

Also approve a contingency fund amount of $6,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the STA with DRMP, Inc. and any other related ancillary documents on behalf of the Village Council.

Financial Impact:
Fiscal impact is $65,960 which includes the contract amount of $59,960 plus a 10% contingency of $6,000.

The proposed 2020-2021 Village of Estero US 41 and Three Oaks Parkway Monument Sign project budgets are both $156,000 for a total of $312,000.

Attachment: Monument Sign Contract Agenda Summary.pdf
Attachment: 1 Monument Sign Locations.pdf
Attachment: 2 DRMP Contract.pdf
Attachment: 3 Vendor Disclosure Form - REV 1-7-21.pdf

e. Estero Prek-8 Shared Use Design & Permitting Contract

Recommended Action:

Approve a contract, via a piggybacking of the School District's bid, with Harvard Jolly Architecture in the amount of $98,000 to provide architectural and engineering services for additional athletic facilities at the proposed new School District of Lee County PreK-8 School on Three Oaks Parkway.

Also approve a contingency fund amount of $9,800 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract and any ancillary paperwork which may be required on behalf of the Village of Estero Council.

Financial Impact:
The financial impact is $107,800 which includes the contract amount of $98,000 plus a 10% contingency of $9,800.

Funding for this project will be from the unspent capital funds in the Estero Community Park Expansion Master Plan budget of $150,000.

Attachment: Agenda Item Summary Sheet.pdf
Attachment: 1 Contract-HarvardJolly.pdf
Attachment: 2 Vendor Disclosure Form - WF.pdf
Attachment: 3 Location Map.pdf
Attachment: 4 Shared Use Concept.pdf
Attachment: 5 School District RFQ.pdf

f. Village of Estero Water Monitoring Contract

Recommended Action:
Approve award of Supplemental Task Authorization 09 to Contract EC 2020-32 to Johnson Engineering to provide water monitoring services for The Village of Estero for $83,780.

Approve a 10% contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Financial Impact:
The project's financial impact is $92,200 ($83,780 plus 10% contingency). This will be funded by the $130,000 included in the Village's Fiscal Year 2021-2022 Annual Budget for water level & water quality monitoring.

Attachment: Agenda Item Summary Sheet.pdf
Attachment: 1 Location Map.pdf
Attachment: 2 Water Monitoring Contract - Johnson Eng.pdf
Attachment: 3 Ownership Disclosure.pdf

8. FIRST READING

a. Via Coconut Rezoning

Ordinance 2021-10 of the Village Council of the Village of Estero, Florida, Considering a Rezoning from Agriculture (AG) to Estero Planned Development (EPD) For A 19.53-Acre Parcel On the West Side of Via Coconut, South of Corkscrew Road; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action:
Pass First Reading and schedule Second Reading for October 20, 2021.

Financial Impact:
Minor cost for newspaper advertisement for second reading.

Attachment: Via Coconut Council Agenda Summary Sheet.pdf
Attachment: Via Coconut Ordinance 2021-10.pdf
Attachment: A. Legal Description.pdf
Attachment: B. Master Concept Plan 9-15-2021.pdf
Attachment: C. Pattern Book - 9-15-2021.pdf
Attachment: Via Coconut Staff Report.pdf
Attachment: Attachment A FLUM.pdf
Attachment: Attachment B Zoning Map.pdf
Attachment: Attachment C MCP 7-13-21.pdf
Attachment: Attachment D PZB Meeting Summary PIM.pdf

Attachment: Attachment E DRB Summary PIM.pdf
Attachment: Attachment F Civic Plan Studio Review Report 7-13-2021.pdf
Attachment: Attachment G Comprehensive Plan Narrative.pdf

9. SECOND PUBLIC HEARING AND READINGS

a. Resolution No. 2021-21 a Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the Village of Estero, Lee County, Florida, for Fiscal Year 2021-2022; and Providing an Effective Date.

Recommended Action:
Approve Resolution No. 2021-21.

Financial Impact:
Approval of the resolution will adopt the Tentative Ad Valorem taxes for the Fiscal Year 2021-2022.

Attachment: Resolution No. 2021-21Summary Sheet.pdf
Attachment: Res 2021-21 Final Millage 7726 rate.pdf

b. Resolution No. 2021-22 A Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the Tentative Budget for Fiscal Year 2021-2022; and Providing an Effective Date.

Recommended Action:
Approve Resolution No. 2021-22.

Financial Impact:
Approval of the resolution will adopt the budget for the Fiscal Year 2021-2022

Attachment: Resolution 2021-22 Summary Sheet.pdf
Attachment: Res 2021-22 Final Budget 092221.pdf

10. PUBLIC COMMENT ON NON-AGENDA ITEMS

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

12. VILLAGE ATTORNEY'S REPORT

13. VILLAGE MANAGER'S REPORT

14. ADJOURNMENT

General Attachments

- Transcript.pdf

ESTERO VILLAGE COUNCIL MEETING.
WEDNESDAY, SEPTEMBER 22, 2021, 5:30 P.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.

05:30:11 >>Mayor Errington: WELCOME.
05:30:12 GLAD YOU ARE HERE.
05:30:16 IT'S VERY QUIET, ISN'T IT?
05:30:19 [LAUGHTER]
05:30:20 I WOULD LIKE TO CALL THE MEETING TO ORDER.
05:30:24 TONIGHT IS SEPTEMBER THE 22nd, 2021.
05:30:27 IT'S 5:30 P.M.
05:30:29 THIS WILL BE OUR SECOND EVENING COUNCIL MEETING AS REQUIRED
05:30:36 BY LAW.
05:30:37 AS A REMINDER TO EVERYONE, IF YOU HAVE ANYTHING THAT MAKES A
05:30:40 NOISE, JUST SILENCE IT SO THAT YOU DON'T DISTURB US.
05:30:45 WE WOULD GREATLY APPRECIATE THAT.
05:30:46 SO WE WILL BEGIN WITH THE INVOCATION BY PASTOR REVEREND
05:30:52 KEVIN MORRIS OF HOPE UNITED CHURCH, ALIAS ESTERO COMMUNITY
05:30:59 CHURCH.
05:31:00 SO WELCOME, PASTOR.
05:31:01 >> THANK YOU, MADAM MAYOR.
05:31:04 MEMBERS OF THE COUNCIL, THE GOOD PEOPLE OF ESTERO, SHALL WE

05:31:08 BOW OUR HEADS?
05:31:09 GOD OF WISDOM, WE SEEK YOUR HELP TODAY.
05:31:15 COME AND LET YOUR WISDOM FALL UPON THE VILLAGE, O LORD, AS
05:31:21 WE GATHER FOR THIS MEETING.
05:31:23 GIVE US CLARITY SO THAT WE CAN EFFECTIVELY TACKLE EACH PART
05:31:28 OF THIS EVENING'S AGENDA.
05:31:30 REVEAL PROBLEM AREAS AND SHOW US THE BEST SOLUTIONS THAT
05:31:34 WILL APPLY.
05:31:35 POINT OUR EYES TO EVERY POSITIVE OUTCOME.
05:31:41 SINCE OUR LAST MEETING, AND LET THESE FAVORABLE RESULTS AND
05:31:46 DEVELOPMENTS ENCOURAGE EVERY HEART IN THIS ROOM AND
05:31:49 THROUGHOUT THE VILLAGE.
05:31:51 DEAR GOD, HELP US APPLY YOUR WISDOM AS WE DECIDE ON CERTAIN
05:31:55 MATTERS AND MAKE PLANS.
05:31:58 THIS WE HUMBLY PRAY, AMEN.
05:32:05 >>Mayor Errington: THANK YOU FOR COMING.
05:32:06 LET'S STAND AND PLEASE JOIN US IN THE PLEDGE OF ALLEGIANCE.
05:32:09 I'VE ASKED COUNCIL MEMBER LARRY FIESEL TO LEAD US.

05:32:13 [PLEDGE OF ALLEGIANCE]
05:32:31 THANK YOU.
05:32:31 BEFORE WE DO THE ROLL CALL, WE NEED A MOTION TO APPROVE
05:32:39 COUNCIL MEMBER JIM WARD.
05:32:41 HE'S JOINING US BY ZOOM.
05:32:43 DO I HAVE A MOTION?
05:32:45 MOTION HAS BEEN MADE BY JOANNE RIBBLE AND A SECOND BY

05:32:50 COUNCIL MEMBER LARRY FIESEL.
05:32:51 PLEASE CALL THE ROLL.
05:32:54 >>Joanne Ribble: AYE.
05:32:56 >>Larry Fiesel: AYE.
05:32:58 >>Jim Boesch: AYE.
05:33:00 >>Jim Ward: AYE.
05:33:02 >>Jim Wilson: AYE.
05:33:03 >>Vice-Mayor McLain: AYE.
05:33:05 >>Mayor Errington: AYE.
05:33:05 NUMBER 2 ON THE ITEMS, APPROVAL OF AGENDA ADDITIONS AND
05:33:13 DELETIONS.
05:33:14 DO WE HAVE ANY COMMENTS ON THIS FROM THE COUNCIL?
05:33:20 >>Carol Sacco: EXCUSE ME, MAYOR.
05:33:21 FOR EVERYONE'S INFORMATION, AND IT IS INCLUDED IN YOUR DESK
05:33:24 PACKET, ON AGENDA ITEM 8A, ORDINANCE 2021-10, WE HAD A TYPO
05:33:30 ON PAGE 14.
05:33:32 IT HAS BEEN CORRECTED, AND IT DOES NOT CHANGE THE ORDINANCE
05:33:35 CONTENT.
05:33:36 >>Mayor Errington: THANK YOU.
05:33:38 LET'S BACK UP.
05:33:39 WE DIDN'T DO THE ROLL CALL.
05:33:48 >>Joanne Ribble: HERE.
05:33:50 >>Larry Fiesel: HERE.
05:33:52 >>Jim Boesch: HERE.
05:33:53 >>Jim Ward: HERE.

05:33:55 >>Jim Wilson: HERE.
05:33:59 >>Vice-Mayor McLain: HERE.
05:33:59 >>Mayor Errington: HERE.
05:34:00 WOULD YOU REPEAT THE NUMBER TWO.
05:34:10 WOULD YOU REPEAT WHAT YOU JUST SAID EARLIER ON 8 SO I CAN
05:34:16 WRITE THAT DOWN?
05:34:18 >>Carol Sacco: IT'S IN THE DESK PACKET.
05:34:20 8A, ORDINANCE 2021-10, A TYPO ON PAGE 14.
05:34:24 IT HAS BEEN CORRECTED AND DID NOT CHANGE THE ORDINANCE
05:34:27 CONTENT.
05:34:28 >>Mayor Errington: THANK YOU.
05:34:29 NOW WE ARE IN PROPER ORDER.
05:34:30 ITEM NUMBER 3, PUBLIC COMMENT ON NON-AGENDA ITEMS.
05:34:36 MADAM CLERK, HAS ANYONE SIGNED UP?

05:34:38 >>Carol Sacco: YES, MAYOR.
05:34:40 WE HAVE MARK NOVITSKI REPRESENTING ECCL.
05:34:48 >>Mayor Errington: WELCOME, MARK.
05:34:49 >> THANK YOU.
05:34:50 GOOD EVENING, MADAM MAYOR, VICE MAYOR, COUNCIL MEMBERS.
05:34:50 TONIGHT WE'RE HERE TO PRESENT YOU WITH THE BOOK, THE HISTORY
05:34:53 OF THE ECCL.
05:34:54 IT'S CALLED "FORGING A NEW PATH."
05:34:57 IT'S ABOUT 55 PAGES.
05:34:58 YOU ALL ARE LUCKY ENOUGH TO GET A HARD COPY.
05:35:01 WE HAVE JIM SHIELDS, WHO KIND OF SPEARHEADED THIS EFFORT.

05:35:06 HE'LL SPEAK IN A MINUTE, AND ALLAN WHO ACTUALLY WROTE IT.
05:35:09 WE WANTED TO PRESENT IT.
05:35:10 I'LL CONCEDE THE REST OF MY TIME AND LET ALLAN HAVE TIME.
05:35:14 >>Mayor Errington: THANK YOU.
05:35:14 WELCOME, ALLAN.
05:35:17 >> THANK YOU.
05:35:17 ALLAN BOWDITCH AT CHARTWELL BREEZE DRIVE IN SHADOW WOOD.
05:35:22 I'M THE CHIEF COMMUNICATIONS OFFICER AT THE ECCL.
05:35:25 I LET JIM SHIELDS COMMENT IN A MOMENT ON WHY WE EMBARKED
05:35:30 UPON THIS IMPORTANT MISSION TO PROVIDE A SUMMARY OF THE
05:35:33 EVENTS THAT TOOK PLACE OVER THE LAST 20 YEARS IN ESTERO AND
05:35:37 WHAT THE ECCL SEES AS IMPORTANT ISSUES TO ADDRESS IN THE
05:35:41 YEARS AHEAD.
05:35:42 SUFFICE IT TO SAY THAT THE BOOK YOU HAVE TOOK NINE MONTHS TO
05:35:48 PRODUCE WITH THE HELP FROM 27 PEOPLE WHOM WE INTERVIEWED
05:35:53 WHICH INCLUDED COUNTY COMMISSIONERS, THOSE WHO WORKED WITHIN
05:35:56 THE ECCL, JIM BOESCH AND MEMBERS OF THE PLANNING, ZONING
05:36:04 TEAM HERE IN ESTERO, AND, INDEED, MANY OTHER CONSULTANTS.
05:36:08 THOSE 27 INTERVIEWS, WHICH LASTED SOMEWHAT IN THE REGION OF
05:36:14 ABOUT 27 HOURS, WAS THEN CONVERTED INTO TRANSCRIPTS.
05:36:20 THAT IN ITSELF TOOK ABOUT 200 HOURS, AND THAT TOGETHER WITH
05:36:25 BACKGROUND FROM THE VILLAGE'S HISTORICAL SOCIETY, ARCHIVES
05:36:32 AND PRESS RELEASES WAS DISTILLED INTO THE DOCUMENT THAT YOU
05:36:37 HAVE BEFORE YOU.
05:36:38 WE HAD NINE PEOPLE, MANY OF THOSE WHO HELPED REVIEW THE

05:36:44 INFORMATION FOR ACCURACY AND ASSISTING IN THE EDITING
05:36:48 PROCESS.
05:36:48 SO A GREAT DEAL OF EFFORT OBVIOUSLY DID GO INTO IT.
05:36:52 I THINK IT'S IMPORTANT TO SAY THAT WHAT OCCURRED DURING THE
05:36:55 LAST 20 YEARS WAS ACTUALLY VERY MUCH A COLLABORATIVE EFFORT
05:37:00 AND PROCESS.
05:37:01 THOSE IN THE ECCL AT THE TIME I'M SURE WOULD BE THE FIRST TO
05:37:05 AGREE THAT WITHOUT ASSISTANCE FROM LOCAL GOVERNMENT,
05:37:09 CONSULTANTS, AND OTHER ORGANIZATIONS INVOLVED IN
05:37:13 ENVIRONMENTAL AND QUALITY CONTROL ISSUES THAT WE WOULDN'T

05:37:17 HAVE HAD THE ENJOYABLE, GREATER ESTERO AREA THAT WE ACTUALLY
05:37:22 HAVE TODAY.
05:37:23 SO THAT'S WHAT I MEAN BY A COLLABORATIVE EFFORT.
05:37:27 AND INDEED GOING FORWARD, THE ECCL SEES A ROLE AS A CONDUIT
05:37:34 BETWEEN LOCAL GOVERNMENT, HERE THE VILLAGE COUNCIL, AND THE
05:37:38 RESIDENTS AND VICE VERSA.
05:37:41 WE WANT TO REPRESENT THE VIEWS OF LOCAL PEOPLE AND TO
05:37:45 PROVIDE IMPORTANT INFORMATION TO THE VILLAGE MANAGER, STEVE
05:37:49 SARKOZY HERE, AND YOURSELVES, ESPECIALLY IF THERE ARE SOME
05:37:52 CONCERNS.
05:37:54 OF COURSE, WE MAY NOT ALWAYS SEE EYE TO EYE WITH EVERYTHING,
05:37:58 BUT IT'S IMPORTANT TO BE ABLE TO CONVERSE IN AN AMICABLE
05:38:01 WAY, AND THAT'S CERTAINLY PART OF WHAT WE SEE AS OUR REMIT.
05:38:05 WE WISH YOU ALL CONTINUED SUCCESS IN RUNNING OUR COMMUNITY,
05:38:10 ESPECIALLY GIVEN SOME OF THE IMPORTANT INITIATIVES THAT ARE

05:38:15 ABOUT TO HAPPEN.
05:38:16 THOSE THINGS LIKE THE BIKE PATHS, PARKS, SPORTS AND
05:38:20 RECREATION FOR OUR YOUNGER GENERATION, CULTURE AND ARTS AND,
05:38:25 OF COURSE, THE FOCUS ON THE VILLAGE CENTER ALONG THE ESTERO
05:38:30 RIVER.
05:38:30 SO THERE'S A LOT TO DO AND WE WISH YOU WELL IN THOSE
05:38:34 ENDEAVORS.
05:38:36 THANK YOU.
05:38:36 >>Mayor Errington: THANK YOU.
05:38:40 >>Carol Sacco: MR. JAMES SHIELDS FROM ECCL.
05:38:42 >>Mayor Errington: WELCOME, JIM.
05:38:43 >> GOOD AFTERNOON.
05:38:44 JIM SHIELDS, BOARD OF ECCL.
05:38:49 I LIVE IN GRANDEZZA IN THE VILLAGE OF ESTERO.
05:38:53 WE CAME HERE FROM EUROPE IN 2003 AND BOUGHT IN GRANDEZZA.
05:38:59 IT WAS A DIFFERENT ESTERO THEN THAN IT IS TODAY, AS WE ALL
05:39:05 KNOW.
05:39:05 I FIRST OF ALL WANT TO THANK YOU FOR THE SERVICE THAT YOU
05:39:08 GIVE TO THE COMMUNITY, REALLY IN THE BOOK, WHAT'S PIVOTAL IS
05:39:15 THAT ESTERO BECAME A VILLAGE.
05:39:17 AND THE BOARD OF COUNTY COMMISSIONER FRANK MANN SAID THAT
05:39:21 WAS CRITICALLY IMPORTANT THAT THAT HAPPEN.
05:39:23 VERY PLEASED THAT IT DID TAKE PLACE.
05:39:25 AWFUL A LOT OF PEOPLE, PEOPLE IN THIS ROOM GAVE A LOT OF
05:39:31 TIME AND EFFORT OVER THE LAST 18 YEARS TO MAKE ESTERO WHAT

05:39:36 IT IS TODAY.
05:39:40 ALLAN IS RIGHT.
05:39:42 IT TOOK EVERYBODY.
05:39:43 IT TOOK THE VILLAGE.
05:39:45 IT WAS NOT JUST ECCL.
05:39:46 IT WAS THE BOARD OF COUNTY COMMISSIONERS, PEOPLE IN THIS

05:39:49 ROOM, PEOPLE IN CIVIC ORGANIZATIONS, EVERYBODY CAME
05:39:54 TOGETHER.
05:39:55 THE INTERESTING THING TO ME IS THAT 20 YEARS ECCL HAS BEEN
05:40:01 ALL VOLUNTEERISM.
05:40:04 PEOPLE HAVE STEPPED UP TO THE PLATE AND CAME FORWARD AND
05:40:06 TOOK THEIR TIME TO MAKE THE CONTRIBUTION, A MEANINGFUL
05:40:10 CONTRIBUTION.
05:40:11 NOBODY HAS EVER BEEN PAID.
05:40:13 NO ONE HAS EVER BEEN PAID.
05:40:15 AND IT WOULD BE WRONG IF ANYBODY WOULD BE PAID ECCL BECAUSE
05:40:20 IT HAS TO BE FOR THE GOOD OF THE COMMUNITY, NOT BECAUSE OF
05:40:24 WHAT I COULD GET OUT OF IT.
05:40:25 TIME MARCHES ON.
05:40:27 BILL BROWN WAS ONE OF THE VERY EARLY PEOPLE.
05:40:29 AND I KNEW BILL.
05:40:30 KNEW HIS WIFE DOTTY.
05:40:32 BILL WENT ON TO HIS GREATER REWARD IN 2010.
05:40:37 WHEN MY WIFE AND I PRESENTED THE BOOK THAT YOU RECEIVED
05:40:41 TONIGHT TO DOTTY TWO WEEKS AGO, SHE ALMOST CAME TO TEARS IN

05:40:45 THAT SHE APPRECIATED THE FACT THAT WE TOOK THE TIME TO WRITE
05:40:50 THE STORY, TO TELL ABOUT WHAT BILL AND ALL THE OTHER PEOPLE
05:40:56 THAT ARE IN THE BOOK DID TO COME TOGETHER TO MAKE THIS
05:41:01 HAPPEN.
05:41:03 LARRY SAID TONIGHT, AT MARCO, 35 YEARS LATER THEY TRIED TO
05:41:10 WRITE THE STORY AND THE PEOPLE WERE GONE.
05:41:14 JUST DON'T KNOW.
05:41:15 AND WE WERE ON THE FRINGE OF THAT HAPPENING.
05:41:17 THAT'S WHY A YEAR AGO I CAME TO JIM GILMARTIN, PRESIDENT OF
05:41:22 ECCL, AND SAID THIS IS SOMETHING WE HAVE TO DO.
05:41:25 WE HAVE TO TAKE THE TIME.
05:41:26 AND IT WAS A MORE ARDUOUS TASK THAN I EVER BELIEVED IT COULD
05:41:30 HAVE BEEN.
05:41:31 ALLAN, THANK YOU.
05:41:32 WE HUNG IN THERE TOGETHER AND IT CAME TO FRUITION.
05:41:35 BUT IT WASN'T A HEAVY LIFTING.
05:41:37 THE HEAVY LIFTING WERE ALL THOSE PEOPLE FOR THE PAST 20
05:41:41 YEARS THAT DID EVERYTHING THEY DID THAT CAN MAKE ESTERO WHAT
05:41:44 IT IS AND THAT THEY GAVE THE TORCH TO YOU, THE VILLAGE OF
05:41:48 ESTERO, TO CARRY IT FORWARD.
05:41:50 AND WE LOOK FORWARD TO WORKING WITH YOU AND DOING WHAT WE
05:41:55 CAN LETTING US KNOW WHAT WE CAN DO TO HELP ESTERO BE THE
05:41:59 BEST IT CAN BE, THE VILLAGE OF ESTERO.
05:42:01 THANK YOU VERY MUCH.
05:42:03 >>Mayor Errington: THANK YOU.

05:42:04 [APPLAUSE]
05:42:05 >>Carol Sacco: MAYOR, EXCUSE ME.

05:42:07 WE HAVE TO GET A MOTION ON AGENDA ITEM NUMBER 2, THE
05:42:09 APPROVAL OF THE AGENDA, ADDITIONS AND DELETIONS.
05:42:12 WE DIDN'T GET THAT.
05:42:13 >>Mayor Errington: OH, I THOUGHT WE DID.
05:42:16 LET ME MAKE MY COMMENTS HERE AND THEN WE'LL GO BACK TO THAT.
05:42:21 THANK YOU VERY MUCH FOR WHAT YOU DID.
05:42:22 WE APPRECIATE IT.
05:42:23 WE APPRECIATE THIS.
05:42:24 IT WILL BE FUN TO READ IT AND BRING OUT PEOPLE'S NAMES THAT
05:42:31 MAYBE I DIDN'T KNOW BUT HEARD ABOUT IN THE PAST.
05:42:34 THANK YOU FOR YOUR EFFORTS.
05:42:35 YOU'RE GREATLY APPRECIATED.
05:42:37 THANK YOU FOR EVERYTHING THAT YOU ARE DOING FOR THE VILLAGE
05:42:38 OF ESTERO.
05:42:39 APPRECIATE IT MUCH.
05:42:44 NOW WE NEED A MOTION.
05:42:45 THAT NUMBER TWO ITEM DOESN'T WANT TO GO AWAY.
05:42:48 I NEED A MOTION ON ITEM NUMBER 2.
05:42:50 MOTION MADE BY COUNCIL MEMBER JIM WILSON AND SECONDED BY
05:42:56 COUNCIL MEMBER RIBBLE.
05:42:57 PLEASE CALL THE ROLL.
05:43:01 >>Jim Wilson: AYE.
05:43:02 >>Jim Ward: AYE.

05:43:05 >>Jim Boesch: AYE.
05:43:06 >>Larry Fiesel: AYE.
05:43:08 >>Joanne Ribble: AYE.
05:43:09 >>Vice-Mayor McLain: AYE.
05:43:11 >>Mayor Errington: AYE.
05:43:12 NOW WE ARE TO ITEM 4, AND THIS EVENING WE ARE PLEASED TO
05:43:21 WELCOME STEFFANIE PIERCE WITH THE GULF SHORE OPERA.
05:43:33 >>Steven Sarkozy: THANK YOU.
05:43:34 WE ARE REALLY PLEASED THAT WE HAVE ONE OF THE MAJOR CULTURAL
05:43:38 GROUPS NOW MOVING TO ESTERO AND CALLING ESTERO HOME.
05:43:42 AND THAT'S JUST A SIGN OF OUR GROWTH AS ONE OF THE CENTERS
05:43:48 FOR CULTURAL DEVELOPMENT WITHIN THIS REGION.
05:43:52 IT'S BEEN A PLEASURE IN STRATEGIZING AND PLANNING SOME
05:43:57 THINGS FOR THE FUTURE WITH THE GULF SHORE OPERA GROUP.
05:44:01 ALSO, EXTRAORDINARILY PLEASED THAT THEY ARE NOW -- THEIR
05:44:07 HEADQUARTERS IS HERE IN ESTERO.
05:44:08 I'D LIKE TO ASK STEFFANIE TO COME FORWARD AND TELL US A
05:44:14 LITTLE BIT ABOUT THE GULF SHORE OPERA.
05:44:16 >>Mayor Errington: THANK YOU.
05:44:17 WELCOME.
05:44:19 YOU HAVE THREE MINUTES.
05:44:20 SO YOU CAN WATCH THE TIMER, TOO.
05:44:22 >> ALL RIGHT.
05:44:24 GULF SHORE OPERA IS IN ITS 8th YEAR.

05:44:27 IT'S BEEN PART OF OUR STRATEGIC PLAN FOR QUITE A WHILE TO

05:44:30 ESTABLISH A HEADQUARTERS CENTRALLY LOCATED IN OUR
05:44:33 THREE-COUNTY REGION THAT WE SERVE.
05:44:35 WE SERVE FROM MARCO ISLAND UP TO PUNTA GORDA.
05:44:38 AND WE ARE THRILLED TO BE LESS THAN HALF A MILE OFF OF ROUTE
05:44:41 75 ON CORKSCREW ROAD NOW.
05:44:43 WE LOOK FORWARD TO COLLABORATING WITH MEMBERS OF THE VILLAGE
05:44:47 AND THE ESTERO FOREVER FOUNDATION AS WELL AS THE CHAMBER ON
05:44:52 VARIOUS ACTIVITIES TO HEIGHTEN THE CULTURAL ENRICHMENT OF
05:44:57 THIS LOVELY VILLAGE AS WELL AS THE REGION OF SOUTHWEST
05:45:00 FLORIDA.
05:45:00 I'D LOVE TO TELL YOU MORE ABOUT GULF SHORE OPERA, BUT I'VE
05:45:03 BEEN GIVEN PERMISSION TO SHOW A SHORT VIDEO TO ACTUALLY SEE
05:45:07 SOME SAMPLES OF SOME OF OUR WORK.
05:45:09 SO I'D LIKE TO SPEND THE REST OF MY TIME ON THAT.
05:45:11 ¶¶
05:48:49 [APPLAUSE]
05:48:51 >>Mayor Errington: I CAN'T SAY ANYTHING BUT WOW.
05:48:53 THAT'S BEAUTIFUL.
05:48:54 WONDERFUL.
05:48:57 BEAUTIFUL.
05:48:57 THANK YOU, THANK YOU.
05:49:00 >>Steven Sarkozy: JUST BY WAY OF BACKGROUND, MAYOR AND
05:49:02 COUNCIL, THE OPERA IS ALREADY SCHEDULING EVENTS IN THE
05:49:05 COMMUNITY THROUGH THE SCHOOLS AND OTHER VENUES.
05:49:09 SO WE EXPECT A GREAT PRESENCE HERE FOR ALL OF OUR BENEFITS.

05:49:13 >>Mayor Errington: THAT'S WONDERFUL.
05:49:15 I LOOKED IT UP ON THE WEBSITE, AND I LIKE WHAT YOU DO WITH
05:49:19 THE YOUTH.
05:49:20 IT'S GREAT.
05:49:21 THANK YOU.
05:49:21 THANK YOU FOR SHARING THAT WITH US.
05:49:23 AND THANK YOU FOR COMING TO ESTERO.
05:49:25 ITEM NUMBER 5, CONSENT AGENDA.
05:49:33 ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS REGARDING
05:49:40 THE COUNCIL MEETING MINUTES?
05:49:46 >>Jim Boesch: I MAKE A MOTION WE APPROVE.
05:49:48 >>Mayor Errington: MOTION HAS BEEN MADE BY COUNCIL MEMBER
05:49:51 BOESCH AND SECONDED BY THE VICE-MAYOR, JON McLAIN.
05:49:59 >>Joanne Ribble: AYE.
05:50:00 >>Larry Fiesel: AYE.
05:50:02 >>Jim Boesch: AYE.
05:50:05 >>Jim Ward: AYE.
05:50:06 >>Jim Wilson: AYE.
05:50:07 >>Vice-Mayor McLain: AYE.
05:50:09 >>Mayor Errington: AYE.

05:50:09 NUMBER 6, CONSIDERATION OF ITEMS DEFERRED FROM CONSENT
05:50:15 AGENDA.
05:50:16 WE DON'T HAVE THAT.
05:50:17 ACTION ITEM NUMBER 7A.
05:50:22 LOBBYING SERVICES.

05:50:25 STEVE, WILL YOU INTRODUCE THIS FOR US, PLEASE?
05:50:27 >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
05:50:30 COUNCIL.
05:50:31 THE COUNCIL PREVIOUSLY AUTHORIZED THE VILLAGE TO RECEIVE
05:50:34 PROPOSALS FROM LOBBYING FIRMS.
05:50:38 WE DID THAT, AND WE BROUGHT BACK AN ACTION LAST WEEK THAT
05:50:41 AUTHORIZED THE STAFF TO NEGOTIATE WITH TWO OF THOSE FIRMS.
05:50:45 AND THAT IS THE RECOMMENDED ACTION ON YOUR AGENDA THIS
05:50:48 EVENING.
05:50:49 THE TWO FIRMS RON BOOK AND JEJ AND ASSOCIATES ARE HERE,
05:50:58 SUBMITTED TO THE COUNCIL WITH A RECOMMENDATION OF APPROVAL.
05:51:01 THIS IS MORE MEANING THAN WE HAVE SPENT IN THE PAST, BUT
05:51:05 IT'S HOPE THIS ONE-TWO PUNCH BEFORE THE LEGISLATURE AND
05:51:09 OTHER AGENCIES WOULD PROVIDE SOME BENEFITS HERE TO THE
05:51:13 VILLAGE OF ESTERO.
05:51:13 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
05:51:17 >>Mayor Errington: THANK YOU.
05:51:17 COUNCIL, ANY QUESTIONS, DISCUSSIONS?
05:51:22 >>Jim Boesch: I WOULD LIKE TO MAKE THE COMMENT THAT I THINK
05:51:25 WE'VE GROWN IN OUR STATURE AMONG ALL OF OUR ADVANCEMENTS.
05:51:33 IT'S TOO BAD THE PEOPLE FROM THE ECCL LEFT, BUT IT IS VERY
05:51:40 APPROPRIATE THAT AT THIS STAGE IN OUR GROWTH AS A MAJOR
05:51:45 PLAYER IN THE STATE OF FLORIDA THAT WE DO HAVE LEGISLATIVE
05:51:51 REPRESENTATION ON DIFFERENT PROJECTS THAT COME FORWARD.
05:52:00 I THINK THE MONEY WE SPEND ON THESE PEOPLE YOU WILL SEE WILL

05:52:03 COME BACK TWOFOLD TO US.
05:52:05 AND MORE IMPORTANT, WE WILL BE A REGISTERED NOTED ENTITY.
05:52:12 IN THE STATE LEGISLATURE.
05:52:17 I MAKE A MOTION THAT WE GO FORWARD WITH THIS, WITH THE
05:52:21 ADOPTION OF THE TWO PEOPLE THAT WE HAVE ASKED.
05:52:25 >>Mayor Errington: BEFORE WE GO WITH THE MOTION, ANY OTHER
05:52:28 DISCUSSION?
05:52:30 >>Jim Ward: MAYOR, JIM WARD, PLEASE.
05:52:32 >>Mayor Errington: YES, JIM.
05:52:33 >>Jim Ward: STEVE, JUST A QUICK QUESTION.
05:52:35 IS THE COST ALL-ENCOMPASSING, OR WOULD THERE BE ADDITIONAL
05:52:40 COSTS AS PROJECTS ARE IDENTIFIED AND MORE TIME IS NEEDED TO
05:52:42 BE SPENT ON THEM?
05:52:44 >>Steven Sarkozy: NO.
05:52:45 THIS IS FIXED COST.
05:52:47 >>Jim Ward: THANK YOU.

05:52:48 >>Mayor Errington: THANK YOU.
05:52:49 NOW I WILL ENTERTAIN YOUR MOTION.
05:52:56 MOTION MADE BY COUNCIL MEMBER BOESCH.
05:52:59 >>Carol Sacco: WE DO NOT HAVE ANY PUBLIC COMMENT.
05:53:01 >>Mayor Errington: SECONDED BY VICE-MAYOR JON McLAIN.
05:53:06 PLEASE CALL THE ROLL.
05:53:09 >>Jim Wilson: AYE.
05:53:10 >>Jim Ward: AYE.
05:53:12 >>Jim Boesch: AYE.

05:53:14 >>Larry Fiesel: AYE.
05:53:16 >>Joanne Ribble: AYE.
05:53:17 >>Vice-Mayor McLain: AYE.
05:53:19 >>Mayor Errington: AYE.
05:53:19 ITEM NUMBER 7B IS THE DISPOSAL OF SURPLUS COMPUTERS.
05:53:28 STEVE?
05:53:28 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
05:53:32 WHEN THE VILLAGE COUNCIL AUTHORIZED US TO PURCHASE
05:53:35 ADDITIONAL LAPTOPS THAT HAD FULL REMOTE CAPABILITIES AND
05:53:40 SUFFICIENT SIZE TO BE ABLE TO OPERATE OUR WHOLE OPERATION
05:53:44 REMOTELY, IT CREATED A SITUATION WHERE THE OLD LAPTOPS THAT
05:53:48 WE HAD BEEN USING WERE SOMEWHAT DATED ANYWAY TO BE OBSOLETE,
05:53:56 NO LONGER NEEDED BY THE VILLAGE.
05:53:57 IN AN EFFORT TO BE TOTALLY TRANSPARENT AND OPEN IN OUR
05:54:00 PROCESS AND CONSISTENT WITH THE STATE PURCHASING GUIDELINES
05:54:03 AND SO FORTH, WE HAVE REMOVED THE HARD DRIVES FROM THOSE
05:54:09 COMPUTERS AND DESTROYED THEM, AND THE REMAINING SHELLS OF
05:54:14 THE COMPUTER ARE NOW SURPLUS.
05:54:16 AND RATHER THAN JUST SIMPLY DISCARD THOSE, WE'RE ASKING THE
05:54:20 COUNCIL TO DECLARE THEM SURPLUS AND AVAILABLE SHOULD ANYONE
05:54:24 WANT THEM.
05:54:25 THERE WILL BE SOME PEOPLE INTERNALLY THAT MAY WANT SOME.
05:54:30 THEY WILL HAVE TO BE FULLY UPGRADED BY WHOMEVER TAKES THEM
05:54:33 OVER.
05:54:33 THERE'S NOT A TREMENDOUS VALUE THERE.

05:54:35 AND THESE ARE NOT CURRENT LAPTOPS.
05:54:37 THEY ARE OLDER TECHNOLOGY.
05:54:38 >>Mayor Errington: THANK YOU.
05:54:39 COUNCIL, ANY QUESTIONS OR DISCUSSION?
05:54:44 >>Vice-Mayor McLain: STEVE, THERE ARE SOME VALUABLE THINGS
05:54:48 INSIDE COMPUTERS OTHER THAN THE HARD DRIVE.
05:54:50 YOU COULD GET A TRASH COLLECTOR COLLECTING THEM ALL FOR US.
05:54:55 ARE WE GOING TO BE TRYING TO GIVE THESE TO PEOPLE THAT MAY
05:55:00 HAVE A NEED?
05:55:02 >>Steven Sarkozy: WE'RE THINKING THAT -- AND WE'LL HAVE TO
05:55:07 COME UP WITH A DOLLAR VALUE THAT REFLECTS THE SALVAGE VALUE
05:55:12 OF THESE UNITS SHOULD WE JUST GIVE THEM TO SOMEBODY WHO

05:55:15 COLLECTS THEM FOR SCRAP.
05:55:17 IT'S USUALLY NOT MUCH.
05:55:19 >>Vice-Mayor McLain: YEAH, I WOULDN'T THINK.
05:55:21 BUT IF SOMEBODY ELSE WANTED THEM IN THE COMMUNITY THAT
05:55:23 DOESN'T HAVE A COMPUTER, THEY COULD WORK THEM OR A YOUNG
05:55:28 PERSON WANTING TO EXPLORE A COMPUTER WITHOUT DESTROYING, I'D
05:55:32 RATHER SEE THAT THAN HAVE IT GO TO A TRASH COLLECTOR WHO'S
05:55:36 GOING TO MAKE MONEY OFF IT.
05:55:38 >>Steven Sarkozy: EXACTLY.
05:55:39 >>Mayor Errington: I THINK THAT WAS THE INTENT.
05:55:40 >>Steven Sarkozy: YES.
05:55:41 >>Mayor Errington: ANY OTHER DISCUSSION?
05:55:42 DO YOU HAVE ANY PUBLIC COMMENTS?

05:55:46 >>Carol Sacco: NO, MAYOR.
05:55:46 >>Mayor Errington: NO PUBLIC.
05:55:48 ANY E-COMMENTS?
05:55:51 >>Carol Sacco: NO, MAYOR.
05:55:52 >>Mayor Errington: OKAY.
05:55:53 WE'LL ENTERTAIN A MOTION NOW.
05:55:55 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY COUNCIL
05:55:59 MEMBER WILSON.
05:56:01 PLEASE CALL THE ROLL.
05:56:04 >>Joanne Ribble: AYE.
05:56:06 >>Larry Fiesel: AYE.
05:56:07 >>Jim Boesch: AYE.
05:56:09 >>Jim Ward: AYE.
05:56:11 >>Jim Wilson: AYE.
05:56:12 >>Vice-Mayor McLain: AYE.
05:56:13 >>Mayor Errington: AYE.
05:56:14 7C, NEXT ON THE AGENDA IS ESTERO BAY VILLAGE, SUNNY GROVES
05:56:24 AND CYPRESS BEND UTILITY EXPANSION DESIGN AND PERMITTING
05:56:28 CONTRACT.
05:56:28 BACK TO STEVE.
05:56:29 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
05:56:31 THIS IS PART OF OUR EFFORT TO DO THE SEPTIC SYSTEMS TO SEWER
05:56:36 CONVERSIONS.
05:56:37 THAT'S A MAJOR PROJECT FOR US.
05:56:43 WE HAVE A SIGNIFICANT AMOUNT OF HOMES THAT HAVE SEPTIC

05:56:46 SYSTEMS INSTEAD OF MUNICIPAL SEWER SYSTEMS.
05:56:49 AND THEY ARE IN SOME OF THE OLDER AREAS OF THE CITY ALONG
05:56:53 THE RIVER OR NEAR THE RIVER.
05:56:55 AND OUR OBJECTIVE WITH THE SEPTIC TO SEWER SYSTEM IS TO
05:56:59 ELIMINATE ANY TYPE OF CONTAMINATION THAT WOULD GO FROM THE
05:57:03 SEPTIC SYSTEMS DIRECTLY INTO THE RIVER.
05:57:06 YOU'VE SEEN PREVIOUS STUDIES THAT WE COMMISSIONED WITH FGCU
05:57:11 REGARDING THAT.

05:57:12 WE'VE BEEN ABLE TO ISOLATE HUMAN WASTE THAT GETS INTO THE
05:57:16 RIVER, UNFORTUNATELY.
05:57:19 AND WE NEED A CONCERTED EFFORT, LIKE MUCH OF THE STATE OF
05:57:24 FLORIDA, TO ELIMINATE SEPTIC SYSTEMS, PARTICULARLY THOSE
05:57:27 NEAR THE RIVER.
05:57:28 THE FIRST STEP, AS YOU KNOW, IS TO ADDRESS THE ISSUE OF SOME
05:57:32 OF OUR NEIGHBORHOODS THAT ARE LOCATED IN THE VICINITY OF THE
05:57:40 RIVER.
05:57:40 WE ANTICIPATE PROBABLY THREE DIFFERENT I SEE IF AS OR GROUPS
05:57:46 OF DEVELOPMENT MOVING FORWARD, THIS BEING THE FIRST.
05:57:49 SO BEFORE YOU IS AN AUTHORIZATION TO BRING IN TETRA TECH TO
05:57:58 BE OUR LEAD ENGINEERING FIRM ON THIS INITIAL PHASE OF THE
05:58:03 PROJECT.
05:58:04 I'D LIKE TO CALL ON DAVID WILLEMS TO DESCRIBE HOW THAT'S
05:58:07 GOING TO WORK AND WHAT ARE THE NEXT STEPS IN THE PROCESS
05:58:11 SHOULD YOU SELECT TETRA TECH.
05:58:14 >>Mayor Errington: WELCOME, DAVID.

05:58:15 >>David Willems: GOOD EVENING.
05:58:17 JUST A BRIEF HISTORY.
05:58:19 FGCU DID THE STUDY THAT STEVE ALLUDED TO THAT SHOWED THAT
05:58:24 THESE PACKAGE WASTEWATER TREATMENT PLANTS WERE LIKELY
05:58:27 CONTRIBUTING POLLUTANTS TO THE RIVER.
05:58:29 AT A PREVIOUS COUNCIL MEETING IN JUNE, COUNCIL APPROVED A
05:58:33 CONTRACT WITH WOODARD AND CURRAN.
05:58:35 WHAT THEY ARE GOING TO DO IS MANAGE THE -- THEY WILL ACT AS
05:58:38 A PROJECT MANAGER FOR THE OVERALL UTILITY EXPANSION PROJECT.
05:58:42 THEY ARE GOING TO LOOK AT WHERE ADDITIONAL FUNDING SOURCES
05:58:45 ARE.
05:58:46 THEY ARE GOING TO HELP US WORK ON THE ASSESSMENT PART OF IT,
05:58:50 BUT WE STILL NEED SOMEBODY TO ACTUALLY DESIGN THE
05:58:52 IMPROVEMENTS, AND THAT'S WHAT TETRA TECH WILL DO.
05:58:55 THEY'RE GOING TO DESIGN THE ACTUAL IMPROVEMENTS TO GET THE
05:58:58 SEWAGE FROM THE COMMUNITIES INTO LEE COUNTY UTILITY SYSTEM.
05:59:03 THEY ARE GOING TO DO ALL THE PERMITTING, AND THEN THEY ARE
05:59:07 GOING TO WORK ON THE PERMITTING TO ACTUALLY DECOMMISSION THE
05:59:09 WASTEWATER TREATMENT PLANTS THAT ARE IN THESE COMMUNITIES.
05:59:11 TWO OF THESE COMMUNITIES ARE DIRECTLY ON THE RIVER.
05:59:14 ONE OF THEM WAS PART OF THAT FGCU STUDY.
05:59:17 THE OTHER ONE IS AWAY FROM THE RIVER, BUT THAT'S A COMMUNITY
05:59:20 THAT'S ACTUALLY ALREADY EXPRESSED TO THE VILLAGE THAT THEY
05:59:22 WANT TO BE PART OF THIS, THAT CYPRESS BEND.
05:59:25 THEY WANT TO GET RID OF THEIR PACKAGE WASTEWATER TREATMENT

05:59:27 PLANT.
05:59:28 SINCE THEY ARE WILLING, I THINK WE NEED TO INCLUDE THEM AS
05:59:31 THE FIRST PHASE.
05:59:33 >>Mayor Errington: COUNCIL, ANY QUESTIONS, COMMENTS?

05:59:37 >>Vice-Mayor McLain: I'VE GOT A QUESTION EITHER FOR STEVE, I
05:59:39 THINK, OR CHRIS.
05:59:40 AMERICA'S CARE ACT.
05:59:41 WE'RE GOING TO RECEIVE SOME DOLLARS FOR THAT, AND
05:59:46 SPECIFICALLY WITHIN THAT PLAN, SEPTIC TO SEWER IS A BIG
05:59:49 INITIATIVE.
05:59:50 SO THE QUESTION IS, IF WE AUTHORIZE THIS $371,000 TODAY,
05:59:55 WILL WE BE ABLE TO USE THOSE FUNDS TO PAY FOR THIS OR ARE WE
06:00:02 PREMATURE TO AVAIL OURSELVES OF THOSE FUNDS BY APPROVING IT
06:00:07 TONIGHT?
06:00:08 >>David Willems: NO, I DON'T BELIEVE WE'RE PREMATURE.
06:00:11 THE FUNDS ARE ACTUALLY REQUIRING US TO DO AN UPDATE FOR THEM
06:00:16 THE END OF NEXT MONTH.
06:00:18 SO THEY ARE ALREADY EXPECTING COMMUNITIES MOVING FORWARD.
06:00:24 >>Vice-Mayor McLain: ALL RIGHT.
06:00:25 >>Mayor Errington: JOANNE.
06:00:25 >>Joanne Ribble: DAVID, WHEN TETRA TECH DOES THE DESIGN AND
06:00:32 THE PERMITTING, DOING IT ON ALL THREE AT THE SAME TIME AND
06:00:34 THEN CONSEQUENTLY WHEN THE CONSTRUCTION IS READY TO GO
06:00:37 AHEAD, ALL THREE OF THEM WILL BE DONE AT THE SAME TIME?
06:00:40 >>David Willems: NOT NECESSARILY.

06:00:42 THEY COULD BE.
06:00:43 THE GOOD THING IS THEY ARE IN THREE DIFFERENT LOCATIONS.
06:00:46 IT WILL REALLY DEPEND ON THE CONTRACTOR.
06:00:48 WE'LL HAVE CERTAIN TIME PERIODS THAT THEY NEED TO FINISH THE
06:00:51 WHOLE PROJECT, BUT IT WILL PROBABLY BE UP TO THE CONTRACTOR
06:00:54 HOW THEY SPLIT THAT UP.
06:00:56 THEY WILL BE REQUIRED TO FINISH THEM IN A CERTAIN NUMBER OF
06:00:59 DAYS, BUT WHETHER THEY DO THEM ALL AT ONE TIME OR JUST KEEP
06:01:02 MOVING ON WILL BE UP TO THE CONTRACTOR.
06:01:04 >>Joanne Ribble: I LOOKED AT THE TIMELINE, HOW LONG EACH ONE
06:01:07 WILL TAKE, AND I JUST WOULD HOPE THAT THEY KIND OF ARE
06:01:10 CONCURRENT RATHER THAN CONSECUTIVE.
06:01:13 >>David Willems: WELL, THESE PROJECTS HERE, THE FIRST THREE,
06:01:16 THEY WON'T TAKE A WHOLE LOT.
06:01:18 THEY WON'T TAKE AS MUCH TIME -- THE CONTRACTS THAT WILL COME
06:01:22 LATER, THOSE PROJECTS ARE GOING TO TAKE A LOT OF TIME
06:01:24 BECAUSE THERE'S GOING TO BE REBUILDING ROADS INVOLVED.
06:01:27 THIS, THERE'S REALLY NOT ANY ROADS THAT ARE GOING TO BE
06:01:30 REBUILT.
06:01:31 WE'RE JUST GOING TO BUILD A LIFT STATION AND A FORCE MAIN
06:01:33 AND THAT'S IT.
06:01:34 IT'S GOING TO BE A LITTLE BIT SIMPLER.
06:01:36 THERE IS ONE AREA THAT'S GOING TO BE A LITTLE MORE
06:01:38 COMPLICATED IN THAT WE'LL HAVE TO GO UNDER THE ESTERO RIVER
06:01:41 SO THAT ONE WILL BE A LITTLE MORE COMPLICATED BUT THEY WILL

06:01:44 DIRECTIONAL DRILL THAT.
06:01:45 >>Joanne Ribble: THANK YOU.
06:01:48 >>Jim Boesch: STEVE, I KNOW THAT WE HAVEN'T RECEIVED THE
06:01:53 MONEY AND CHANGING IN NATURE AS WE GO ALONG, BUT WOULD WE BE
06:01:57 ABLE TO APPLY THESE FUNDS THAT WE SPEND TOWARDS --
06:02:05 >>Steven Sarkozy: WE THINK SO, YES.
06:02:07 WE'RE HOPING TO GET ADDITIONAL GRANT MONIES, IF THAT'S
06:02:10 ALLOWABLE UNDER THE STATE RULES OR FEDERAL RULES, TO
06:02:13 COMPLEMENT THAT FURTHER TO REDUCE THE COST TO RESIDENTS.
06:02:16 >>Jim Boesch: I UNDERSTAND THE FACT THAT YOU'RE RIGHT,
06:02:20 DAVID, THAT WE HAVE TO COUNT ON OUR OWN MONIES RIGHT NOW
06:02:23 UNTIL WE GET MONEY FROM THE -- BUT I DO HOPE THAT WE CAN
06:02:31 APPLY THESE FUNDS TOWARDS THE MONEY COMING FROM --
06:02:34 >>David Willems: I THINK THAT WILL BE THE DECISION BY
06:02:36 COUNCIL AT SOME POINT ONCE WE HAVE THE MONEY WHERE THAT
06:02:39 FUNDING WILL BE USED.
06:02:40 >>Mayor Errington: ANY OTHER QUESTIONS?
06:02:43 >>Larry Fiesel: IS THERE A SENSE OF URGENCY FROM THESE THREE
06:02:45 COMMUNITIES BECAUSE THEY HAVE A LICENSE WITH THEIR
06:02:46 WASTEWATER PLANTS NOW THAT ARE GOING TO EXPIRE IN THE NEXT
06:02:50 THREE OR FOUR YEARS?
06:02:51 THE PROJECT TIMELINE LOOKS LIKE IT WOULD BE DONE, WILL THEY
06:02:55 BE ABLE TO RENEW THEIR LICENSE IF IT'S NOT DONE?
06:02:58 >>David Willems: WITH THEIR PACKAGE WASTEWATER TREATMENT
06:03:00 PLANTS?

06:03:01 AS FAR AS I KNOW THEY WOULD BE ABLE TO CONTINUE TO USE THE
06:03:04 PACKAGE WASTEWATER TREATMENT PLANTS IF WE DIDN'T HOOK THEM
06:03:07 UP TO --
06:03:08 >>Larry Fiesel: I DIDN'T KNOW IF THAT WAS AN END DATE.
06:03:10 >>David Willems: NOT THAT I'M AWARE OF.
06:03:12 ONLY ONE OF THE COMMUNITIES HAS REALLY PURSUED US TO MAKE
06:03:14 SURE THAT WE INCLUDED THEM IN THIS INITIAL PHASE.
06:03:18 WE'VE MET WITH ALL THREE COMMUNITIES ALREADY.
06:03:21 WE MET WITH THEM OVER THE LAST COUPLE OF WEEKS TO MAKE SURE
06:03:23 THEY UNDERSTOOD WHAT WE WERE DOING AND THE NEXT STEPS WE
06:03:26 WOULD BE TAKING AND MAKE SURE THEY KNEW WHAT WE WERE DOING.
06:03:29 WE DIDN'T WANT THEM HEARING THE NEWS OR IN A SOCIAL MEDIA
06:03:34 POST WHAT WAS GOING ON.
06:03:35 WE WANTED TO MAKE SURE THEY HEARD IT FROM US.
06:03:36 >>Mayor Errington: THAT'S VERY IMPORTANT.
06:03:37 THANK YOU.
06:03:40 >>Vice-Mayor McLain: CAN I DOUBLE DIP?
06:03:42 [LAUGHTER]
06:03:42 >>Mayor Errington: LET'S HOLD JUST A MINUTE.
06:03:44 ANYBODY ELSE HAVE ANYTHING TO SAY?
06:03:46 YOU MAY DOUBLE DIP NOW.
06:03:49 >>Vice-Mayor McLain: GOOD.

06:03:50 YOU MAY HAVE TALKED ABOUT IT.
06:03:52 THIS 371,000, WHAT'S THE TIME PERIOD THAT THEY ARE GOING TO
06:03:56 TAKE TO DEVELOP THESE PLANS, DO YOU THINK, FOR THE THREE --

06:04:00 NOT TO COMPLETE IT, BUT JUST TO DEVELOP THE PLANNING?
06:04:03 >>David Willems: THE PLANS, IN THE NEXT FOUR TO FIVE MONTHS
06:04:06 WE WOULD HAVE PLANS TO --
06:04:10 >>Vice-Mayor McLain: THEY UNDERSTAND THAT KIND OF TIME?
06:04:12 I GOT A SENSE OF URGENCY TO GET THIS STUFF DONE.
06:04:14 >>David Willems: YEAH, THERE DEFINITELY IS.
06:04:17 >>Vice-Mayor McLain: FOUR, FIVE MONTHS.
06:04:18 >>David Willems: FROM AN ENGINEERING STANDPOINT, IT'S A
06:04:21 LITTLE SIMPLER THAN THE OTHER ONES.
06:04:22 THE OTHER ONES ARE GOING TO BE, YOU KNOW, SIX, NINE MONTHS
06:04:24 OR MORE TO DO THEM.
06:04:26 THEY ARE A LOT MORE COMPLICATED.
06:04:27 THIS ONE SHOULD BE A LITTLE BIT QUICKER.
06:04:30 >>Vice-Mayor McLain: ONCE WE GET THE PLAN, WE'LL BE ABLE TO
06:04:32 UNDERSTAND THE TIMETABLE FOR ACTUAL IMPLEMENTATION.
06:04:34 >>David Willems: WE'LL KNOW THE FULL SCOPE, GET A MUCH MORE
06:04:37 DETAILED COST ESTIMATE, AND I THINK WE'RE THINKING IN SHORT
06:04:40 ORDER AFTER WE HAVE THE CONSTRUCTION PLANS WE'LL BE BIDDING
06:04:42 IT TO GET THE WORK DONE POTENTIALLY.
06:04:47 >>Jim Boesch: MAKE A COMMENT, I THINK WE ALL AGREE THAT WE
06:04:51 HAD TO BE AHEAD OF THE CURVE IF WE'RE GOING TO -- THE FUNDS
06:04:57 COMING FORTH.
06:04:58 AND THIS IS ONLY THE BEGINNING.
06:05:01 DAVE IS TELLING YOU HOW WE'RE AHEAD OF THE CURVE.
06:05:05 NECESSARY SURVEYS AND DIFFERENT ASPECTS OF WHAT GOES ON

06:05:12 TOWARDS THE SILVER PROGRAM THAT HAVE TO BE DONE BEFORE YOU
06:05:15 CAN START CONSTRUCTION AND DO ANY OF THE STUFF.
06:05:18 IT'S A GREAT GRACE TO STEVE AND DAVE FOR GETTING THIS MOVING
06:05:29 ALONG SO THAT WHEN CONSTRUCTION COMES UP.
06:05:33 ALSO, WE'RE GOING TO FIND WHEN EVERYBODY IS GOING TO DO
06:05:36 THEIR SEWER PROGRAM, THERE ARE NOT GOING TO BE ENOUGH
06:05:38 CONSTRUCTION PEOPLE TO DO THESE PROGRAMS LIKE THIS.
06:05:42 THIS IS NOT BUILD A BUILDING.
06:05:46 THIS IS GETTING INTO THE GROUND AND EVERYTHING ELSE.
06:05:48 IF WE'RE MOVING FORWARD LIKE WE'RE DOING NOW, WE'LL BE IN A
06:05:52 VERY ADVANTAGEOUS POSITION TO DO THE CONSTRUCTION WHERE I
06:05:57 GUARANTEE YOU TWO, THREE YEARS FROM NOW, IT'S GOING TO BE A
06:06:01 BIG MISHMASH OF EVERYBODY LOOKING FOR CONSTRUCTION PEOPLE TO
06:06:05 DO THAT.
06:06:06 >>Mayor Errington: THANK YOU.
06:06:06 YEAH, WE TALKED ABOUT THIS QUITE A FEW YEARS AGO, AND IT'S
06:06:12 REALLY INTERESTING.
06:06:13 IT'S HERE.

06:06:14 SO THANK YOU.
06:06:14 THANK YOU FOR THE WORK THAT YOU PUT INTO IT.
06:06:17 ALL OF YOU.
06:06:18 DO WE HAVE ANY COMMENTS?
06:06:21 THANK YOU, DAVID.
06:06:22 ANY COMMENTS FROM THE PUBLIC?
06:06:23 >>Carol Sacco: NO, MAYOR.

06:06:24 NO E-COMMENTS.
06:06:27 >>Mayor Errington: I NEED A MOTION.
06:06:29 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY COUNCIL
06:06:34 MEMBER FIESEL.
06:06:35 PLEASE CALL THE ROLL, PLEASE.
06:06:38 >>Jim Wilson: AYE.
06:06:39 >>Jim Ward: AYE.
06:06:42 >>Jim Boesch: AYE.
06:06:44 >>Larry Fiesel: AYE.
06:06:45 >>Joanne Ribble: AYE.
06:06:47 >>Vice-Mayor McLain: AYE.
06:06:48 >>Mayor Errington: AYE.
06:06:49 7D.
06:06:55 >>Steven Sarkozy: ITEM 7D IS THE U.S. 41 AND THE THREE OAKS
06:06:59 MONUMENT SIGNS.
06:07:01 THIS WAS PREVIOUSLY BROUGHT TO COUNCIL, BUT I'LL TURN IT
06:07:03 OVER TO DAVID AGAIN FOR EXPLANATION.
06:07:06 >>David Willems: SO THE BRANDING CONSULTANT THAT WE USED TO
06:07:10 COME UP WITH THE NEW LOGO CREATED A SIGN TEMPLATE FOR US TO
06:07:14 USE.
06:07:17 WHAT THIS CONTRACT DOES IS TAKE THE TEMPLATE AND PUTS IT
06:07:20 INTO A CONSTRUCTION PLAN.
06:07:21 OUR CONSULTANT, DRMP WILL GO OUT THERE AND SURVEY TO MAKE
06:07:26 SURE WE'RE NOT IMPACTING ANY UTILITIES, PLACE THE SIGNS, GET
06:07:30 ALL THE PERMITS WE NEED TO FROM THE DEPARTMENT OF

06:07:32 TRANSPORTATION AND LEE COUNTY FOR THE TWO SIGNS AT THE SOUTH
06:07:36 END OF THE COMMUNITY.
06:07:38 THESE ARE JUST THE FIRST TWO.
06:07:40 AND GENERALLY THOSE SIGNS, ONCE WE HAVE THAT DESIGN, IT WILL
06:07:44 BE RELATIVELY EASY TO PUT IT IN DIFFERENT LOCATIONS ON THE
06:07:48 NORTH END OR EVEN ON CORKSCREW ROAD.
06:07:52 >>Mayor Errington: ANY COUNCIL COMMENTS?
06:07:53 I HAVE A COMMENT.
06:07:56 I WOULD LIKE TO INCREASE THE SIGNS FROM TWO TO FOUR AND HAVE
06:08:03 THEM PLACED AT THE NORTH END AND THE SOUTH END.
06:08:07 >>David Willems: WE CAN DO THAT.
06:08:08 SO I THINK WHAT I WOULD RECOMMEND IS JUST APPROVE THIS
06:08:11 CONTRACT, AND THEN WE CAN WORK WITH EITHER DRMP -- PROBABLY
06:08:16 DRMP SINCE THEY ARE ALREADY DOING IT -- TO ADD THE TWO TO

06:08:19 THE NORTH.
06:08:19 SO WE'LL COME BACK WITH A MODIFICATION.
06:08:23 SO WHAT I WOULDN'T WANT TO DO IS DELAY THIS ONE.
06:08:26 I WOULD RATHER JUST GET IT IF WE COULD.
06:08:29 >>Mayor Errington: HOW WOULD THE MOTION BE MADE, STEVE?
06:08:33 >>David Willems: I DON'T THINK WE NEED A MOTION FOR YOU TO
06:08:37 DIRECT STAFF TO DO SOMETHING.
06:08:38 WE CAN JUST DO THE MOTION FOR THE CONTRACT, I THINK, AND
06:08:40 THEN DIRECT STAFF TO GET ANOTHER CONTRACT FOR THE TWO
06:08:43 OTHERS.
06:08:43 >>Mayor Errington: WE NEED TO MAKE IT FOUR.

06:08:48 >>Steven Sarkozy: SURE, YOU COULD JUST AMEND THIS MOTION TO
06:08:53 APPROVE THE TWO AND AUTHORIZE THE STAFF TO COME BACK WITH AN
06:08:56 ADDITIONAL TWO IN THE NEAR FUTURE.
06:09:01 >>Mayor Errington: NEAR FUTURE.
06:09:02 >>Steven Sarkozy: OR JUST AUTHORIZE THE OTHER TWO.
06:09:05 WE'LL NEED A BUDGET FOR THE OTHER TWO, BUT THAT WILL BE EASY
06:09:09 TO DO.
06:09:09 SO THE MOTION WOULD BE, AS PRESENTED HERE, ADDING TWO
06:09:16 ADDITIONAL SIGNS WITH FUTURE BUDGET TO BE DETERMINED.
06:09:21 >>Mayor Errington: ANY DISCUSSION ON THAT?
06:09:24 >>Vice-Mayor McLain: WAS THERE A REASON WE DIDN'T DO THE
06:09:26 NORTH SIGNS?
06:09:27 ARE THEY MORE DIFFICULT?
06:09:30 >>David Willems: WHEN IT WAS PRESENTED TO COUNCIL WHEN WE
06:09:32 WERE LOOKING AT THAT PART OF IT, AT THE SOUTH BOUNDARY OF
06:09:36 THE VILLAGE, THE PROPERTY -- THE VILLAGE BOUNDARY GOES RIGHT
06:09:40 ACROSS THE ROADWAY.
06:09:40 WHEN YOU GET ON ALL THE OTHER ROADS, IT'S DISJOINTED.
06:09:44 SO, FOR EXAMPLE, ON THREE OAKS PARKWAY, WHEN YOU'RE COMING
06:09:48 SOUTH, IF YOU LOOK ON THE RIGHT-HAND SIDE, THAT COMMUNITY
06:09:52 AND THE COMMERCIAL AREA IS IN THE COUNTY, BUT THE COLLEGE
06:09:57 APARTMENTS ARE ACTUALLY IN THE VILLAGE.
06:09:58 SO WE WERE STRUGGLING WITH WHERE EXACTLY TO PUT THOSE SIGNS.
06:10:05 >>Mayor Errington: ANY FURTHER DISCUSSION?
06:10:06 SO THE MOTION IS AS STEVE HAS STATED.

06:10:12 THAT WOULD BE THE MOTION.
06:10:13 I NEED SOMEONE TO MAKE THE MOTION.
06:10:14 >>Jim Boesch: I MAKE THE MOTION THAT WE GO FORWARD, FOUR
06:10:23 SIGNS VERSUS TWO --
06:10:28 >>Vice-Mayor McLain: THERE WILL BE LIGHTS ON THESE AT NIGHT?
06:10:31 >>David Willems: WE HAVEN'T FINISHED THE DESIGN.
06:10:33 THAT WILL BE PART OF WHAT'S HERE.
06:10:34 BUT THE CONTRACT DOES INCLUDE HAVING LIGHTS, IF THAT'S WHAT
06:10:39 WE DECIDE.
06:10:39 >>Mayor Errington: I NEED A SECOND.

06:10:41 SECONDED BY VICE-MAYOR McLAIN.
06:10:45 CALL THE ROLL, PLEASE.
06:10:48 >>Carol Sacco: WE DO NOT HAVE ANY PUBLIC COMMENT OR
06:10:50 E-COMMENTS.
06:10:51 ROLL CALL.
06:10:53 >>Joanne Ribble: AYE.
06:10:54 >>Larry Fiesel: AYE.
06:10:56 >>Jim Boesch: AYE.
06:10:58 >>Jim Ward: AYE.
06:11:00 >>Jim Wilson: AYE.
06:11:02 >>Vice-Mayor McLain: AYE.
06:11:03 >>Mayor Errington: AYE.
06:11:04 ITEM 7E, ARCHITECTURAL SERVICES FOR PREK-8 SCHOOL ON THREE
06:11:19 OAKS PARKWAY.
06:11:19 STEVE.

06:11:19 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
06:11:21 AS YOU'RE AWARE, OVER THE LAST SEVERAL YEARS, OUR OBJECTIVES
06:11:26 HAVE BEEN TO TRY TO PARTNER WITH THE LEE COUNTY SCHOOL
06:11:29 DISTRICT TO PUT RECREATIONAL FACILITIES ACTUALLY AT THE NEW
06:11:33 SCHOOL SITES OR AT THE EXISTING SCHOOL SITES WHENEVER
06:11:37 POSSIBLE.
06:11:37 WHAT THIS DOES, IT PUTS RECREATIONAL OPPORTUNITIES RIGHT
06:11:42 WHERE THE KIDS ARE DURING THE DAY PLUS ALSO HAS THE ADDED
06:11:46 BENEFIT THAT WE DON'T HAVE TO PURCHASE LAND FOR THE
06:11:49 RECREATIONAL FACILITIES THAT WOULD REDUCE THE AMOUNT OF
06:11:53 FACILITIES THAT WE COULD AFFORD.
06:11:54 THIS FIRST OPPORTUNITY IS ON THE NEW THREE OAKS MIDDLE
06:11:58 SCHOOL -- ELEMENTARY AND MIDDLE SCHOOL COMBINED, WHERE OUT
06:12:05 THE BACK OF THE SCHOOL TOWARDS I-75 THERE'S SPACE AVAILABLE
06:12:10 FOR RECREATIONAL FACILITY DEVELOPMENT.
06:12:14 AND WE NEGOTIATED WITH THE SCHOOL DISTRICT TO CREATE SOCCER
06:12:20 FIELDS, GENERAL WORKOUT AREAS, TENNIS COURTS, BASKETBALL
06:12:23 COURTS AND SO FORTH, RESTROOM FACILITIES, THAT WOULD BE
06:12:26 SECURED AND AVAILABLE TO THE VILLAGE AFTER SCHOOL HOURS.
06:12:33 WE WOULD PAY FOR THE CAPITAL CONSTRUCTION.
06:12:36 THEY WOULD PAY FOR THE PARKING AND THE LAND, OF COURSE.
06:12:42 SO THIS IS COMING TO YOU AS A COLLABORATIVE EFFORT.
06:12:49 DAVID HAS SOME OF THE DETAILS FURTHER THAT DESCRIBE THE
06:12:51 DEVELOPMENT, BUT IT'S COMING TO YOU WITH A RECOMMENDATION
06:12:54 FOR APPROVAL, AND WITH THIS APPROVAL, WE WOULD CONTINUE TO

06:12:59 WORK WITH THE SCHOOL DISTRICT TO MAKE THIS POSSIBLE.
06:13:03 >>Mayor Errington: DAVID, DO YOU HAVE ANYTHING ELSE TO SAY?
06:13:06 >>David Willems: JUST BRIEFLY GO OVER WHAT THE SCHOOL IS
06:13:09 PROPOSING ON THE SITE AND THEN WHAT THE VILLAGE COULD BE
06:13:12 ADDING.
06:13:12 AS CURRENTLY PROPOSED, THE SCHOOL IS GOING TO PUT A TRACK

06:13:17 OUT THERE, AND THEN INSIDE THE TRACK THEY ARE GOING TO PUT A
06:13:20 SOCCER FIELD.
06:13:21 THE SOCCER FIELD WOULD BE COVERED WITH BAHIA GRASS, WHICH
06:13:25 REALLY ISN'T LIKE FOR A TOURNAMENT OR AN ATHLETIC TEAM.
06:13:28 IT'S NOT REALLY THE RIGHT TURF, AND THEN THEY ARE GOING TO
06:13:31 HAVE JUST AN OPEN FIELD WHICH IS ALSO GOING TO BE BAHIA SOD.
06:13:37 SO WHAT THE VILLAGE WOULD CONTRIBUTE IS TO MAKE THOSE MORE
06:13:41 APPROPRIATE FOR A RECREATION FACILITY, WHICH IS REPLACE THE
06:13:45 BAHIA SOD WITH BERMUDA SOD AND ALSO IRRIGATE BOTH FIELDS SO
06:13:50 THAT THEY ARE ABLE TO BE USED AND NOT DETERIORATE AND HOLD
06:13:54 UP TO THE WEAR AND TEAR.
06:13:57 WE WOULD ALSO LOOK AT CHANGING THE SOIL UNDERNEATH THE
06:13:59 FIELDS TO MAKE SURE THAT IT DRAINS APPROPRIATELY AND THEY
06:14:03 DON'T WEAR.
06:14:05 THEY WEAR A LITTLE BIT BETTER, AND THEN ALSO IN THE CONTRACT
06:14:09 TO DESIGN LIGHTING.
06:14:10 IT DOESN'T TIE US TO ACTUALLY PUTTING IN THE LIGHTING, BUT
06:14:13 IT'S IN THERE, SO IT'S DESIGNED.
06:14:16 AND THEN RIGHT NOW, THOSE FACILITIES DON'T HAVE A RESTROOM

06:14:20 FACILITY.
06:14:21 THE STUDENTS WOULD JUST USE THE ELEMENTARY SCHOOL ITSELF,
06:14:25 AND THIS WOULD INCLUDE BUILDING ONE THAT WOULD HAVE SOME
06:14:30 COVER IN DIFFERENT AREAS AND THEN A SIDEWALK TO ACCESS THE
06:14:33 FACILITIES.
06:14:36 >>Mayor Errington: ANY QUESTIONS.
06:14:37 JOANNE.
06:14:37 >>Joanne Ribble: DAVID, ONCE THESE IMPROVEMENTS ARE MADE, OR
06:14:42 WHATEVER -- THE VILLAGE DECIDES TO ADD TO MAKE IMPROVEMENTS,
06:14:46 THEY BECOME THE PROPERTY OF THE SCHOOL?
06:14:50 >>David Willems: THEY WOULD STILL BE THE PROPERTY OF THE
06:14:53 SCHOOL.
06:14:53 SO THERE'S GOING TO BE THREE DIFFERENT APPROVALS THAT
06:14:56 COUNCIL IS GOING TO SEE.
06:14:58 THIS IS THE FIRST ONE.
06:14:58 THE SECOND ONE WILL BE AN INTERLOCAL AGREEMENT WHICH WILL
06:15:01 OUTLINE HOW THESE FACILITIES WILL GET BUILT BY THE SCHOOL'S
06:15:06 CONTRACTOR, THEY WILL BE BUILT AT THE SAME TIME AS THE
06:15:09 SCHOOL.
06:15:09 THE THIRD PART, INTERLOCAL AGREEMENT THAT DESCRIBES WHAT
06:15:13 HAPPENS AFTER IT'S BUILT, WHICH WILL BE WHO OWNS IT, WHO
06:15:17 USES IT AND WHEN.
06:15:19 YOU KNOW, WHAT THE HOURS ARE THAT THE SCHOOL HAS PRIORITY
06:15:22 AND THEN WHAT'S THE HOURS THAT THE VILLAGE WOULD BE ABLE
06:15:24 TO --

06:15:25 >>Joanne Ribble: WHAT ABOUT THE MAINTENANCE?
06:15:28 >>David Willems: THE MAINTENANCE WILL BE ON THE VILLAGE.

06:15:30 FOR THE AREAS WHERE THE VILLAGE MADE IMPROVEMENTS.
06:15:32 BECAUSE THE MAINTENANCE ON THE BERMUDA SOD IS MUCH MORE
06:15:36 INTENSIVE THAN THE BAHIA SOD.
06:15:39 >>Joanne Ribble: IS THAT GOING TO BE FIGURED IN IN A FUTURE
06:15:42 DATE OF PRICING AS WE CONTINUE?
06:15:45 >>David Willems: YES, ABSOLUTELY.
06:15:46 THERE ARE SOME IN THE CURRENT FIVE-YEAR BUDGET OUT WHEN WE
06:15:51 WERE ANTICIPATING TO HAVE FIELDS, THERE IS MONEY IN THERE
06:15:54 FOR MAINTENANCE OF FIELDS AND DIFFERENT THINGS LIKE THAT.
06:16:03 >>Vice-Mayor McLain: I SUPPORT US UPGRADING THE FACILITIES
06:16:05 THE WAY IT'S OUTLINED HERE, BUT OUR RESPONSIBILITY IS TO BE
06:16:10 RESPONSIBLE, I THINK, AFTER THE FACT, ALSO, ON THE
06:16:12 MAINTENANCE OF THIS.
06:16:14 I ALWAYS LOOK AT THE SCHOOL WOULD HAVE SOME MAINTENANCE COST
06:16:19 ONGOING, IF WE DID NOTHING.
06:16:23 IT SEEMS THAT WHEN WE HAVE THIS AGREEMENT, I'D LIKE US TO AT
06:16:26 LEAST CONSIDER WORKING WITH THE SCHOOL AND SAY, IF IT WAS
06:16:29 GOING TO COST YOU X TO MAINTAIN THE TRACK, THE SOD IN THE
06:16:34 MIDDLE THERE AND THE OTHER SOD AND CUTTING THAT, AND THEY
06:16:38 WEREN'T GOING TO IRRIGATE THAT, SO THE WATER WOULD BE OUR
06:16:40 COST, BUT IT SEEMS LIKE I WOULD LIKE TO GET SOME ALLOCATION
06:16:44 OF SOME OF THE FUNDS THAT THEIR NORMAL MAINTENANCE WOULD BE
06:16:47 FOR THAT SITE AS A CREDIT TO US, AND THEN WE PICK UP THE

06:16:50 BALANCE OF IT.
06:16:51 >>David Willems: WE CAN TALK TO THEM ABOUT THAT WHEN WE WORK
06:16:54 ON THE INTERLOCAL AGREEMENT ABOUT THE MAINTENANCE.
06:16:56 IN REALITY, THE ONLY THING THE SCHOOL WOULD DO TO THE FIELD
06:17:00 IS CUT IT.
06:17:02 THAT'S REALLY ALL THEY DO TO THE BAHIA SOD, WHERE WE WOULD
06:17:05 BE DOING FERTILIZER AND DIFFERENT TREATMENT TO MAKE SURE IT
06:17:09 CAN WITHSTAND THE USE THAT IT'S GOING TO HAVE.
06:17:16 >>Steven Sarkozy: MAYBE THERE'S SOMETHING IN THE
06:17:17 NEGOTIATIONS THAT WE CAN GET AS A CREDIT ON OUR SIDE FOR THE
06:17:20 NOMINAL AMOUNT --
06:17:22 >>Vice-Mayor McLain: IT'S MINIMAL, BUT I THINK THE INTENT IS
06:17:25 EVERYBODY CAN GET IT FOR FREE.
06:17:28 >>David Willems: WE ARE LOOKING AT THOSE THINGS.
06:17:30 SO THE AREA INTERNAL TO THE TRACK, THE SCHOOL IS PLANNING ON
06:17:33 IRRIGATING IT, BUT THE IRRIGATION NEEDS FOR BAHIA ARE
06:17:37 DIFFERENT THAN THE BERMUDA.
06:17:39 SO IT'S THE NET WHAT WE WILL BE PAYING.
06:17:42 >>Joanne Ribble: WITH THE ADDITION OF THE FERTILIZATION,
06:17:47 THAT WOULD BE ON US.
06:17:49 >>David Willems: THAT WOULD BE 100% ON US.
06:17:51 >>Joanne Ribble: AND THE CUTTING ON US.
06:17:52 >>David Willems: PROBABLY.
06:17:54 >>Joanne Ribble: IF WE FERTILIZE IT, MAYBE THEY'LL CUT IT,

06:17:57 AS LONG AS THEY ARE --

06:17:59 >>David Willems: THE REASON THEY PROBABLY WON'T, BECAUSE THE
06:18:01 MOWER THAT IS REQUIRED FOR BERMUDA IS DIFFERENT.
06:18:06 >>Joanne Ribble: YOU'RE KIDDING.
06:18:09 >>Mayor Errington: ANY OTHER COMMENTS, QUESTIONS?
06:18:14 >>Jim Ward: I THINK WE NEED TO RECOGNIZE THE FACT THAT WE'RE
06:18:17 PIGGYBACKING ON SOMETHING THAT THE LEE COUNTY SCHOOL SYSTEM
06:18:21 IS DOING AS OPPOSED TO HAVING TO BUILD SOMETHING SEPARATELY
06:18:26 ON OUR OWN AND THEN HAVING TO PAY THE COST OF THAT PLUS THE
06:18:29 INCREMENTAL COST OF MAINTAINING IT.
06:18:32 SO I THINK THIS IS A GOOD SOLUTION TO AN ISSUE THAT CAN BE
06:18:39 BENEFICIAL BOTH TO THE SCHOOL SYSTEM AND TO THE VILLAGE OF
06:18:43 ESTERO.
06:18:43 ACTUALLY WILL SAVE US MONEY IN THE LONG TERM.
06:18:50 >>Mayor Errington: THANK YOU.
06:18:51 ANY OTHER COMMENTS?
06:18:55 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
06:18:58 >>Mayor Errington: MOVING RIGHT ALONG THEN.
06:18:59 ENTERTAIN A MOTION.
06:19:04 >> SO MOVED.
06:19:05 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER FIESEL AND
06:19:07 SECONDED BY COUNCIL MEMBER WILSON.
06:19:09 PLEASE CALL THE ROLL.
06:19:13 >>Jim Wilson: AYE.
06:19:14 >>Jim Ward: AYE.
06:19:17 >>Jim Boesch: AYE.

06:19:18 >>Larry Fiesel: AYE.
06:19:20 >>Joanne Ribble: AYE.
06:19:21 >>Vice-Mayor McLain: AYE.
06:19:22 >>Mayor Errington: AYE.
06:19:23 ITEM 7F.
06:19:29 VILLAGE OF ESTERO WATER MONITORING CONTRACT.
06:19:34 STEVE?
06:19:36 >>Steven Sarkozy: WE'RE COMMITTED TO DOING WATER MONITORING
06:19:41 THROUGHOUT THE YEAR AS PART OF OUR STORMWATER COMMITMENTS,
06:19:48 AND THIS CONTRACT WITH JOHNSON ENGINEERING WILL RESOLVE MUCH
06:19:53 OF THE FIELD WORK THAT WE CAN'T DO OURSELVES.
06:19:57 I WOULD LIKE TO TURN IT OVER TO DAVID TO DESCRIBE HOW THIS
06:20:00 CONTRACT FITS IN THE TOTAL SCHEME OF WHAT WE'RE DOING IN
06:20:05 TERMS OF OUR COMMITMENT TO WATER RESOURCES.
06:20:09 >>David Willems: SO WHAT THIS CONTRACT DOES IS IT FOLLOWS
06:20:11 THROUGH ON THE RECOMMENDATIONS THAT WERE MADE AT OUR SURFACE
06:20:14 WATER MASTER PLAN.
06:20:16 THERE WERE SOME RECOMMENDATIONS ON GETTING SOME MORE WATER
06:20:19 QUALITY DATA, AND THEN ALSO GETTING BETTER FLOW AND
06:20:23 ELEVATION DATA SO THAT WE CAN BETTER MODEL THE STORMS THAT

06:20:28 HAPPENED IN THE VILLAGE OF ESTERO.
06:20:29 SO THE COUNTY HAS GOT THREE WATER QUALITY STATIONS WITHIN
06:20:34 THE VILLAGE ALREADY.
06:20:36 WHAT THIS DOES IS IT CONTINUES TO DO SAMPLING AT FIVE MORE
06:20:41 LOCATIONS.

06:20:42 AND WHAT THAT DOES IS IT HELPS US TO BETTER UNDERSTAND AND
06:20:45 REFINE WHERE WATER QUALITY ISSUES MAY BE OCCURRING.
06:20:49 RIGHT NOW, WE'VE GOTTEN FOUR OR FIVE MONTHS OF DATA.
06:20:53 IT'S REALLY GOING TO TAKE SEVERAL YEARS BEFORE WE CAN REALLY
06:20:56 SEE WHAT'S GOING ON.
06:20:58 SO IT'S IMPORTANT THAT WE JUST KEEP DOING THIS EVERY YEAR SO
06:21:01 AFTER FOUR, FIVE YEARS, WE CAN LOOK BACK AND SEE WHAT'S
06:21:04 GOING ON, ESPECIALLY WITH THESE UTILITY EXPANSION PROJECTS.
06:21:09 ONCE THOSE SEPTIC TANKS GET OFF-LINE AND GET GOING TO THE
06:21:14 TREATMENT PLANT, HOPEFULLY WHAT THIS DATA WILL SHOW IS THAT
06:21:17 WE ARE GETTING AN IMPROVEMENT IN WATER QUALITY.
06:21:21 AND THEN ALSO THERE ARE SOME WATER FLOW LOCATIONS AND WATER
06:21:27 ELEVATIONS SO THAT WE KNOW WHAT'S HAPPENING WITH DIFFERENT
06:21:30 RAIN EVENTS.
06:21:31 SO WE KNOW WE GET A CERTAIN AMOUNT OF RAIN AND WE CAN SEE
06:21:34 HOW THE RIVER CHANGES BECAUSE OF THOSE RAIN EVENTS.
06:21:38 >>Jim Boesch: DAVID, I'D LIKE TO HAVE YOU ALSO STRESS THE
06:21:42 FACT THAT THE COUNTY DOES WATER MONITORING AS WELL.
06:21:48 WE SHARE INFORMATION WITH THEM AND THEY SHARE INFORMATION
06:21:51 WITH US.
06:21:53 AND IT'S A COMMON PRACTICE GENERALLY IN MOST AREAS CONCERNED
06:21:58 ABOUT WATER WHERE PEOPLE, COMMUNITIES SHARE THAT TYPE OF
06:22:02 INFORMATION.
06:22:02 SO WE CAN GET A CONTROL ON ALL THE QUESTIONS WE'RE LOOKING
06:22:09 FOR.

06:22:09 >>David Willems: VERY GOOD POINT BECAUSE THE WHOLE PICTURE
06:22:12 IS WHAT'S IMPORTANT.
06:22:12 IF YOU JUST LOOK AT YOUR LITTLE PART, YOU DON'T GET THE
06:22:15 PICTURE AND IT'S IMPORTANT TO WORK WITH THE COUNTY AND THE
06:22:17 CITY OF BONITA SPRINGS AND EVERYBODY ELSE AROUND US TO
06:22:20 UNDERSTAND WHAT'S GOING ON FROM A WATER QUALITY STANDPOINT.
06:22:24 >>Mayor Errington: ANY OTHER COMMENTS FROM COUNCIL?
06:22:27 >>Jim Ward: MAYOR, JIM WARD, PLEASE.
06:22:29 >>Mayor Errington: YES.
06:22:29 >>Jim Ward: DAVID, ONE OF THE THINGS I KNOW FROM PERSONAL
06:22:32 EXPERIENCE WORKING WITH THE BROOKS CDD IS THEY DO WATER
06:22:37 MONITORING ALSO.
06:22:39 IT'S ACTUALLY ALSO DONE BY JOHNSON ENGINEERING FOR THE CDD.
06:22:44 I BELIEVE SOME OF THE OTHER CDDs IN ESTERO PROBABLY ALSO
06:22:49 DO WATER MONITORING.
06:22:50 SO I'M WONDERING IF THERE'S A COORDINATION THAT WE CAN DO TO

06:22:54 ENSURE WE'RE NOT DOING A DUPLICATION OF EFFORT OR AT LEAST
06:22:59 AS JIM SAID, SHARING INFORMATION AS WELL.
06:23:04 >>David Willems: YES, WE HAVE LOOKED AT THE DATA THAT THE
06:23:07 BROOKS AND OTHER COMMUNITY DEVELOPMENT DISTRICTS HAVE
06:23:09 OBTAINED, BUT IT'S USUALLY NOT ROBUST ENOUGH FOR US TO
06:23:14 REALLY DRAW TRENDS.
06:23:16 THE DATA THAT THE VILLAGE IS GETTING AND THE DATA THAT THE
06:23:20 COUNTY GETS, WE'RE GETTING MONTHLY DATA ALL YEAR LONG SO
06:23:24 THAT WE KNOW WHAT'S HAPPENING ALL YEAR LONG.

06:23:27 A LOT OF THE CDD DATA, THEY ARE LOOKING AT FOUR OR FIVE
06:23:30 DIFFERENT PARAMETERS DURING THE WET SEASON AND THAT'S IT.
06:23:33 SO IT'S HARD TO REALLY DO THE COMPARISON.
06:23:36 IT'S GOOD TO LOOK AT THE DATA, BUT PART OF WHAT WE'RE DOING
06:23:39 WITH THIS IS FILLING THAT GAP.
06:23:42 FOR EXAMPLE, THE BROOKS DOES DO SOME MONITORING UPSTREAM,
06:23:46 BUT THEY ONLY GET A COUPLE OF POINTS EVERY YEAR.
06:23:49 WE'RE GETTING THE DATA ONCE A MONTH ALL YEAR LONG, AND FOR A
06:23:54 LOT MORE PARAMETERS SO THAT WE CAN GET A BETTER PICTURE OF
06:23:56 WHAT'S GOING ON.
06:24:01 >>Mayor Errington: IF ANY OF THIS SHOULD GO OUT TO THE
06:24:03 PUBLIC, WOULD THEY UNDERSTAND WHAT THE DATA IS INDICATING?
06:24:06 >>David Willems: WE PLAN ON THIS GOING TO THE PUBLIC.
06:24:10 PART OF THIS CONTRACT IS FOR JOHNSON ENGINEERING TO PREPARE
06:24:12 AN ANNUAL REPORT FOR EACH YEAR, AND THAT'S GOING TO
06:24:17 SUMMARIZE THE DATA THAT THEY GOT THAT YEAR, AND THEN COMPARE
06:24:20 IT AND JUST LOOK AT WHAT THE DATA IS.
06:24:26 IT'S TO BE PUBLIC.
06:24:27 THAT'S THE WHOLE INTENT.
06:24:28 >>Mayor Errington: THANK YOU.
06:24:30 >>Vice-Mayor McLain: THIS IS AN ONGOING CONTRACT WITH
06:24:32 JOHNSON.
06:24:33 WE'VE HAD THEM DO IT IN THE PAST.
06:24:35 >>David Willems: WE DO IT ON A YEAR BASIS.
06:24:37 EVERY YEAR WE UPDATE THE CONTRACT AND WE CAN USE SOMEBODY

06:24:40 ELSE AT SOME POINT IN THE FUTURE, BUT THEY'VE DONE A GOOD
06:24:43 JOB GETTING THE DATA AND SETTING EVERYTHING UP.
06:24:45 >>Vice-Mayor McLain: HAVE WE HAD ANY ADDITIONAL ACTIVITIES
06:24:47 FOR THEM TO SEND US REPORTS OR IS IT ABOUT THE SAME AS WHAT
06:24:51 IT'S BEEN IN THE PAST?
06:24:52 >>David Willems: THE COST.
06:24:53 >>Vice-Mayor McLain: NOT THE COST.
06:24:54 I'LL GET TO THE COST.
06:24:55 THE ACTIVITIES OR THE DUTIES THEY ARE PERFORMING UNDER THE
06:24:58 CONTRACT.
06:24:58 >>David Willems: NO, THEY ARE SIMILAR TO WHAT THEY DID
06:25:02 BEFORE.

06:25:02 BEFORE IT WAS A SHORTER PERIOD.
06:25:04 THIS IS FOR A FULL YEAR.
06:25:05 >>Vice-Mayor McLain: HOW IS OUR COST NOW VERSUS WHERE IT HAS
06:25:08 BEEN?
06:25:08 >>David Willems: IT'S BELOW WHAT OUR BUDGET WAS.
06:25:12 WE EXPECTED THE COST TO BE ABOUT $130,000, AND THIS IS
06:25:15 SIGNIFICANTLY LESS THAN WHAT THAT IS.
06:25:20 >>Mayor Errington: ANY OTHER QUESTIONS?
06:25:21 ANY COMMENTS?
06:25:25 >>Carol Sacco: NO, MAYOR.
06:25:27 NO COMMENTS AND NO E-COMMENTS.
06:25:28 >>Mayor Errington: THANK YOU.
06:25:29 NEED A MOTION FOR THIS AGENDA ITEM.

06:25:34 MOTION MADE BY VICE-MAYOR McLAIN.
06:25:37 A SECOND?
06:25:38 SECONDED BY COUNCIL MEMBER FIESEL.
06:25:40 CALL THE ROLL.
06:25:43 >>Joanne Ribble: AYE.
06:25:45 >>Larry Fiesel: AYE.
06:25:46 >>Jim Boesch: AYE.
06:25:49 >>Jim Ward: AYE.
06:25:51 >>Jim Wilson: AYE.
06:25:52 >>Vice-Mayor McLain: AYE.
06:25:54 >>Mayor Errington: AYE.
06:25:54 8A.
06:26:00 THE FIRST READING OF ORDINANCE NUMBER 2021-10, AN ORDINANCE
06:26:07 VIA COCONUT REZONING.
06:26:08 THIS IS NOT A PUBLIC HEARING.
06:26:11 PUBLIC TESTIMONY WILL NOT BE TAKEN TODAY.
06:26:13 THE SECOND READING AND PUBLIC HEARING OF ORDINANCE NUMBER
06:26:16 2021-10 IS RECOMMENDED TO TAKE PLACE ON OCTOBER 20, 2021 IN
06:26:22 THIS ROOM.
06:26:23 MADAM CLERK, WILL YOU PLEASE READ THE TITLE OF THE
06:26:26 ORDINANCE?
06:26:27 >>Carol Sacco: ORDINANCE 2021-10 OF THE VILLAGE COUNCIL OF
06:26:30 THE VILLAGE OF ESTERO, FLORIDA, CONSIDERING A REZONING FROM
06:26:34 AGRICULTURE TO ESTERO PLANNED DEVELOPMENT FOR A 19.53-ACRE
06:26:40 PARCEL ON THE WEST SIDE OF VIA COCONUT, SOUTH OF CORKSCREW

06:26:43 ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY;
06:26:46 AND PROVIDING AN EFFECTIVE DATE.
06:26:49 >>Mayor Errington: THANK YOU.
06:26:50 STEVE, WILL YOU INTRODUCE THIS ORDINANCE, PLEASE?
06:26:53 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
06:26:55 THIS IS A FIRST READING.
06:26:56 SO UNDER OUR RULES, THERE'S VERY LITTLE PUBLIC -- THERE'S NO
06:27:01 PUBLIC COMMENT TAKEN.

06:27:03 IF COUNCIL HAS ANY QUESTIONS, YOU COULD DIRECT THOSE TO MARY
06:27:06 GIBBS.
06:27:07 BUT THIS IS THE PROJECT FROM CORKSCREW -- ON VIA COCONUT ON
06:27:12 THE WEST SIDE OF VIA COCONUT FROM CORKSCREW DOWN TO WILLIAMS
06:27:16 ROAD.
06:27:17 IT'S AN APARTMENT COMPLEX, BUT IT ALSO HAS A MIXED USE
06:27:23 ELEMENT.
06:27:23 I'D ASK MARY GIBBS, OUR DIRECTOR OF COMMUNITY DEVELOPMENT,
06:27:26 TO COME FORWARD TO PROVIDE A FURTHER OVERVIEW OF THIS
06:27:30 PROJECT.
06:27:33 >>Mayor Errington: WELCOME, MARY.
06:27:34 >>Mary Gibbs: THANK YOU.
06:27:35 GOOD EVENING.
06:27:35 STEVE MENTIONED THIS IS PROPOSED MIXED USE PROJECT, WHICH
06:27:41 HAS 330 MULTIFAMILY APARTMENT UNITS.
06:27:44 IT ALSO HAS 30,000 SQUARE FEET OF COMMERCIAL USE AND A
06:27:47 POTENTIAL LOCATION FOR A CHURCH OR ALTERNATIVE COMMERCIAL

06:27:52 USES.
06:27:52 THE PLANNING, ZONING, AND DESIGN BOARD REVIEWED THIS.
06:27:59 WE HAD A MEETING AT THE END OF AUGUST, AND WE DIDN'T GET
06:28:03 THROUGH IT ALL, SO THEY CONTINUED IT TO SEPTEMBER 14.
06:28:07 WE HAD A PRETTY EXTENSIVE DISCUSSION.
06:28:09 THEY RECOMMENDED APPROVAL WITH CONDITIONS.
06:28:12 WE HAVE NEW PROCEDURES NOW, SO WE TRY TO SEE WHERE WE AGREE
06:28:18 WITH THE APPLICANT, SO WE LIMIT THE TESTIMONY, SO WE DON'T
06:28:21 GO INTO EXTRANEOUS DISCUSSIONS OF OTHER ITEMS.
06:28:23 WE'RE TRYING TO STREAMLINE HEARINGS A LITTLE BIT.
06:28:26 WE REALLY TRIED TO FINE TUNE THE CONDITIONS OF APPROVAL WITH
06:28:29 THE PLANNING AND ZONING BOARD SO THAT WE CAN STREAMLINE IT A
06:28:32 LITTLE BIT WHEN WE COME BACK TO THE COUNCIL MEETING FOR THE
06:28:35 SECOND READING.
06:28:37 AGAIN, THIS IS NOT A PUBLIC HEARING, BUT SOMETIMES AT THE
06:28:40 FIRST READINGS, IF YOU'VE HAD A CHANCE TO REVIEW ANYTHING
06:28:43 AND YOU HAVE ANY QUESTIONS THAT YOU WOULD LIKE US TO HAVE
06:28:46 THE APPLICANT SPEAK TO AT THE SECOND READING OR IF YOU'VE
06:28:49 GOT ANY ITEMS THAT YOU WANT MORE INFORMATION ON AT THE
06:28:52 SECOND READING, IF YOU WANT TO LET US KNOW TONIGHT, WE CAN
06:28:57 LET THE APPLICANT KNOW SO WE CAN ADDRESS IT AT THE SECOND
06:29:00 READING.
06:29:01 WE'RE RECOMMENDING THAT WE HAVE THAT ON OCTOBER 20th.
06:29:04 >>Mayor Errington: WELCOME, NANCY STROUD.
06:29:05 I NOTICED THAT YOU'RE HERE WITH US NOW.

06:29:08 THANK YOU.
06:29:09 >>Nancy Stroud: THANK YOU.
06:29:10 >>Mayor Errington: ANY QUESTIONS FROM COUNCIL REGARDING
06:29:13 THIS?

06:29:15 >>Jim Boesch: I KNOW PART OF THE PROPOSAL IS TO INCORPORATE
06:29:22 A CHURCH -- [INAUDIBLE] -- HAS THAT GONE OUT TO THE CHURCH
06:29:32 PEOPLE IN THE COMMUNITY OR WHERE IS THAT?
06:29:35 >>Mary Gibbs: I THINK THEY ARE WAITING FOR THE ZONING TO GET
06:29:39 APPROVED BEFORE THEY ACTUALLY DO ANY OUTREACH ON MARKETING.
06:29:43 THEY DO HAVE THAT PROPOSAL, BUT THEY DO HAVE A BACKUP
06:29:46 PROPOSAL FOR COMMERCIAL USE IF THE CHURCH DOESN'T PAN OUT.
06:29:51 >>Mayor Errington: ANY OTHER QUESTIONS, COMMENTS?
06:29:57 >>Jim Wilson: I HAVE A CONCERN WITH SETBACKS.
06:30:01 THE GENOVA PROJECT AND THE APARTMENT PROJECT THAT WAS
06:30:06 CONSTRUCTED NEAR THE ROUNDABOUT, BOTH AS YOU DRIVE BY, IT
06:30:12 SEEMS THAT THEY ARE RIGHT IMMEDIATELY ADJACENT TO THE ROAD.
06:30:15 SO I WOULD BE INTERESTED IN HEARING FROM THE PROPOSED
06:30:19 DEVELOPER WHAT THE SETBACKS WILL BE SO THAT WE DON'T CREATE
06:30:22 A CANYON ON VIA COCONUT.
06:30:25 >>Mary Gibbs: OKAY.
06:30:26 WE WILL MAKE SURE THAT IS ADDRESSED AT THE SECOND READING.
06:30:30 >>Mayor Errington: ANY OTHER COMMENTS?
06:30:34 >>Vice-Mayor McLain: I LISTENED TO THE FIRST HEARING THAT
06:30:38 THEY HAD AT THE DESIGN AND ZONING BOARD.
06:30:40 THERE WAS SOME CONCERN ABOUT PARKING FOR THE CHURCH, IF IT

06:30:43 WAS ADEQUATE.
06:30:44 IT LOOKED TO ME LIKE IT WOULD BE BECAUSE SOME OF THE OTHER
06:30:47 ACTIVITIES WOULD BE LESS.
06:30:50 DID THAT GET READDRESSED AGAIN IN THE MOST RECENT MEETING?
06:30:54 >>Mary Gibbs: WE WILL MAKE SURE -- THAT GOT RESOLVED AT THE
06:30:56 PLANNING AND ZONING BOARD, BUT WE'LL MAKE SURE THE APPLICANT
06:30:59 ADDRESSES THAT SPECIFICALLY.
06:31:01 THERE WAS A DEVIATION FROM PARKING.
06:31:08 >>Jim Boesch: STEVE, ARE THEY PARTICIPATING IN THE MEDIAN
06:31:15 DIVIDER IMPROVEMENTS?
06:31:17 >>Steven Sarkozy: MARY CAN ADDRESS THAT, YES.
06:31:18 >>Mary Gibbs: SO THERE IS A CONDITION THAT THEY WILL
06:31:23 PARTICIPATE WITH THE MEDIAN LANDSCAPING, AND WE'LL TALK
06:31:26 ABOUT THAT AT THE SECOND READING.
06:31:28 >>Jim Boesch: THEY ARE IN THE PICTURE.
06:31:30 >>Mary Gibbs: YES.
06:31:31 >>Mayor Errington: NOW'S YOUR TIME.
06:31:33 ASK ALL THE QUESTIONS YOU WANT.
06:31:35 >>Jim Ward: MAYOR, JIM WARD, PLEASE.
06:31:38 >>Mayor Errington: YES.
06:31:38 >>Jim Ward: MARY, WAS THERE ANY DISCUSSION AS TO WHAT TYPE
06:31:41 OF COMMERCIAL WOULD BE IN THERE?
06:31:44 >>Mary Gibbs: YES.
06:31:45 WE'LL TALK ABOUT THAT AT THE SECOND READING.
06:31:48 THEY HAD A PRETTY EXTENSIVE DISCUSSION OF THE COMMERCIAL AND

06:31:52 FINE TUNE SOME OF THE USES.
06:31:54 WE'LL MAKE SURE THAT WE TALK ABOUT THAT.
06:32:02 >>Mayor Errington: VICE-MAYOR HAS ANOTHER QUESTION TO ASK.
06:32:05 >>Vice-Mayor McLain: THERE'S GOING TO BE A RESTAURANT, I
06:32:07 THINK, UP IN THE FRONT AND THERE MAYBE IS -- THESE ARE
06:32:10 POTENTIALS, I THINK, BUT HOURS OF OPERATION AND THE NOISE
06:32:15 WAS AN ISSUE THAT HAS COME UP.
06:32:19 HAS THAT BEEN ADDRESSED AT ALL?
06:32:23 >>Mary Gibbs: YES.
06:32:23 >>Vice-Mayor McLain: I THINK THEY WANTED TO GO TO MIDNIGHT
06:32:26 AND WE WANTED TO RESTRICT THE HOURS OF OPERATION.
06:32:27 >>Mary Gibbs: WE DID MAKE SOME MODIFICATIONS TO WHAT THE
06:32:30 APPLICANT WAS PROPOSING.
06:32:31 THE PLANNING AND ZONING BOARD MADE A RECOMMENDATION THAT'S A
06:32:35 LITTLE DIFFERENT.
06:32:36 SO WE'LL EXPLAIN THAT AT THE -- AND IT DEPENDED.
06:32:38 THERE WERE BARS AND RESTAURANTS, SO WE'LL MAKE SURE TO COVER
06:32:41 THAT AT THE SECOND READING.
06:32:43 >>Mayor Errington: ANY OTHER QUESTIONS, COMMENTS?
06:32:47 IS IT MY UNDERSTANDING WE DO NOT REACH OUT FOR PUBLIC
06:32:53 COMMENT YET?
06:32:54 >>Mary Gibbs: THERE IS NO PUBLIC INPUT BECAUSE IT'S NOT A
06:32:56 PUBLIC HEARING.
06:32:57 BUT I DON'T THINK WE HAVE ANY COMMENTS.
06:32:59 >>Carol Sacco: DO NOT.

06:33:00 >>Mayor Errington: OKAY.
06:33:01 SO WE'RE GOOD THERE.
06:33:04 >>Jim Ward: MAYOR, JIM WARD AGAIN, PLEASE.
06:33:06 MARY, I'M A LITTLE BIT CURIOUS AS TO WHY YOU'RE DEFERRING
06:33:12 SOME OF THESE QUESTIONS AND ANSWERS TO THE SECOND READING.
06:33:15 WHY WOULDN'T IT BE APPROPRIATE TO DISCUSS SOME OF THE
06:33:18 COMMERCIAL ASPECTS AND SOME OF THE CONCERNS THAT WERE RAISED
06:33:22 AT THE PLANNING AND ZONING BOARD AT THIS POINT?
06:33:24 >>Mary Gibbs: WELL, THIS IS NOT A PUBLIC HEARING.
06:33:26 AT OUR FIRST READINGS WE TYPICALLY --
06:33:34 >>Mayor Errington: JIM, YOU DISAPPEARED ON US.
06:33:38 >>Mary Gibbs: BECAUSE FIRST READING IS NOT A PUBLIC HEARING,
06:33:40 IT'S NOT ADVERTISED, WE DON'T HAVE THE APPLICANT BRING THEIR
06:33:43 TEAM HERE TO EXPLAIN IT.
06:33:45 WE SAVE THE PUBLIC HEARING FOR THE SECOND READING SO WE JUST
06:33:49 CONDUCT ONE PUBLIC HEARING.
06:33:50 THAT WAY YOU DON'T HAVE TO HAVE TWO PUBLIC HEARINGS.
06:33:54 IF YOU GET TO THE SECOND READING AND YOU'RE NOT -- YOU HAVE
06:33:58 OTHER QUESTIONS, YOU CAN ALWAYS CONTINUE A HEARING, BUT
06:34:00 TYPICALLY THE FIRST READING IS NOT ADVERTISED SO YOU DON'T
06:34:03 DO YOUR PUBLIC INPUT.
06:34:05 BUT YOU DO HAVE CONCERNS OR ANY ISSUES, YOU GIVE US A HINT

06:34:09 AS TO WHAT THOSE ARE SO WE CAN MAKE SURE WE ADDRESS THAT
06:34:12 WHEN WE COME BACK.
06:34:17 >>Mayor Errington: DOES THAT ANSWER YOUR QUESTION?

06:34:18 >>Jim Ward: YEAH, I RAISED THE QUESTION BECAUSE WHEN I DID
06:34:21 THE READING ON THE BACKGROUND, I SAW SOME CONCERNS THAT WERE
06:34:24 RAISED BY THE PLANNING AND ZONING BOARD, AND I WAS JUST
06:34:28 CURIOUS AS TO WHETHER THEY COULD BE ADDRESSED OR DISCUSSED.
06:34:34 >>Mayor Errington: ANYTHING ELSE?
06:34:35 IS THAT IT?
06:34:37 THANK YOU, MARY.
06:34:38 I THINK WE'RE READY FOR A MOTION.
06:34:41 WE NEED TO HAVE A MOTION TO PASS THE FIRST READING OF
06:34:45 ORDINANCE NUMBER 2021-10 AND SET THE SECOND READING OR
06:34:50 PUBLIC HEARING FOR OCTOBER THE 20th, 2021.
06:34:53 DO I HAVE SOMEONE TO MAKE A MOTION?
06:34:55 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY COUNCIL
06:35:00 MEMBER FIESEL.
06:35:01 PLEASE CALL THE ROLL.
06:35:04 >>Joanne Ribble: AYE.
06:35:05 >>Larry Fiesel: AYE.
06:35:08 >>Jim Boesch: AYE.
06:35:09 >>Jim Ward: AYE.
06:35:12 >>Jim Wilson: AYE.
06:35:13 >>Vice-Mayor McLain: AYE.
06:35:14 >>Mayor Errington: AYE.
06:35:15 9A.
06:35:21 WE NOW OPEN THE PUBLIC HEARING FOR RESOLUTION NUMBER
06:35:27 2021-21.

06:35:28 I WILL ASK CHRIS PHILLIPS, FINANCE DIRECTOR, WILL YOU READ
06:35:38 THE RESOLUTION IN FULL?
06:35:40 >>Chris Phillips: THANK YOU, MADAM MAYOR, AND GOOD EVENING,
06:35:44 VILLAGE COUNCIL.
06:35:44 AS I READ THIS, PLEASE PAY ATTENTION TO THE MILLAGE RATE
06:35:49 STATED AT THIS HEARING.
06:35:54 YOU HAVE THE ABILITY TO LOWER THE TENTATIVE MILLAGE RATE
06:35:59 THAT WAS SET ON SEPTEMBER 9th OF .7726.
06:36:04 IT'S MY UNDERSTANDING THAT THAT IS THE WILL OF THE COUNCIL.
06:36:09 SO AS I READ THIS, PLEASE HEAR VERY CLEARLY THE MILLAGE RATE
06:36:15 READ IN THIS RESOLUTION.
06:36:16 RESOLUTION NUMBER 2021-21, A RESOLUTION OF THE VILLAGE
06:36:23 COUNCIL OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA,
06:36:26 ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE
06:36:30 VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, FOR THE FISCAL YEAR
06:36:32 2021-22, AND PROVIDING AN EFFECTIVE DATE.
06:36:36 WHEREAS, THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, ON
06:36:40 SEPTEMBER 22nd, 2021, ADOPTED FISCAL YEAR FINAL MILLAGE

06:36:45 RATE FOLLOWING A PUBLIC HEARING AS REQUIRED BY FLORIDA
06:36:48 STATUTES 200.065.
06:36:51 AND WHEREAS, THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA,
06:36:55 HELD A PUBLIC HEARING AS REQUIRED BY FLORIDA STATUTES
06:36:58 200.065.
06:37:03 AND WHEREAS, THE GROSS TAXABLE VALUE FOR OPERATING PURPOSES
06:37:06 NOT EXEMPT FROM TAXATION WITHIN THE VILLAGE OF ESTERO, LEE

06:37:10 COUNTY, FLORIDA, HAS BEEN CERTIFIED BY THE LEE COUNTY
06:37:13 PROPERTY APPRAISER TO THE VILLAGE OF ESTERO AS
06:37:16 $7,196,324,224.
06:37:22 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE
06:37:28 VILLAGE OF ESTERO, FLORIDA, SECTION 1, THE FISCAL YEAR
06:37:32 2021-2022 TENTATIVE AD VALOREM OPERATING MILLAGE RATE IS
06:37:37 HEREBY ADOPTED AT .7700 MILLS, WHICH IS GREATER THAN THE
06:37:44 ROLLED-BACK RATE OF .7481 MILLS BY 2.92 PERCENT AND THE LEVY
06:37:53 OF ANNUAL TAX FOR SAID YEAR IS MADE.
06:37:56 SECTION 2., THE PROPOSED MILLAGE RATE IS ESTABLISHED TO
06:38:00 PROVIDE FUNDING FOR THE FISCAL YEAR 2021-2022 BUDGET AND THE
06:38:05 RESULTING INCREASE IN AD VALOREM TAX REVENUES IS NECESSARY
06:38:08 TO FUND VARIOUS ROADWAY IMPROVEMENTS, INTERSECTION
06:38:12 IMPROVEMENTS, BICYCLE AND PEDESTRIAN IMPROVEMENTS,
06:38:15 LANDSCAPING AND BEAUTIFICATION PROJECTS AND OTHER FUTURE
06:38:19 PROJECTS.
06:38:20 SECTION 3, THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY
06:38:24 UPON ADOPTION.
06:38:27 >>Mayor Errington: THANK YOU.
06:38:27 STEVE, WOULD YOU LIKE TO INTRODUCE THIS RESOLUTION?
06:38:30 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
06:38:33 AS YOU ARE AWARE THE BUDGET AND THE RESULTING MILLAGE RATE
06:38:39 IS REALLY THE MOST IMPORTANT POLICY DOCUMENT THAT YOU WILL
06:38:43 ADDRESS DURING THE COURSE OF THE YEAR.
06:38:45 THIS OUTLINES OUR PLAN FOR SPENDING, WHICH INCLUDES

06:38:51 SUPPORTING THE ANNUAL OPERATING COSTS FOR THE VILLAGE, PLUS
06:38:55 THE CAPITAL IMPROVEMENT PROGRAM THAT YOU'VE ADOPTED
06:38:58 PREVIOUSLY.
06:38:58 THE BUDGET COMES TO YOU NOT AS A QUICK, FAST, AND
06:39:07 SPONTANEOUS DOCUMENT, BUT ONE THAT'S BEEN PREPARED OVER THE
06:39:12 LAST SIX MONTHS STARTING BACK IN MARCH WHERE YOU BEGAN TO
06:39:16 ADDRESS THE CAPITAL IMPROVEMENT PROGRAM, WHICH IS THE MAJOR
06:39:20 SPENDING AREAS, AND THEN THE ADOPTION -- NOT ADOPTION, BUT
06:39:26 THE CONSIDERATION OF OUR OPERATING COSTS AS PART OF THE
06:39:30 BUDGET IN THE JUNE TIME FRAME.
06:39:32 OUR EFFORTS HAVE ALWAYS BEEN TO TRY TO REDUCE OUR MILLAGE
06:39:39 RATE AS MUCH AS POSSIBLE, AND THIS IS CONSISTENT WITH THAT,
06:39:44 WHEREAS THE ORIGINALLY PRESENTED BUDGET AND MILLAGE RATE WAS
06:39:48 .7726, WE'RE RECOMMENDING THAT WE CAN DROP THAT DOWN TO .77

06:39:56 AND ASSUME SLIGHTLY LESS REVENUE, OF COURSE, BECAUSE OF THE
06:40:00 LOWER MILLAGE RATE.
06:40:02 THIS PROVIDES A DIVIDEND OF SORTS TO OUR RESIDENTS WHO ARE
06:40:06 SEEING YET ANOTHER REDUCTION IN OUR TAX RATE OVER THE YEARS.
06:40:11 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
06:40:16 IT'S BEEN OUT IN THE PUBLIC SINCE, IN VARIOUS FORMS, SINCE
06:40:22 MARCH.
06:40:23 AND, FRANKLY, WE'VE HAD TREMENDOUS SUPPORT FOR THE BUDGET
06:40:26 THAT HAS BEEN DEVELOPED, AND I DON'T BELIEVE WE HAVE ANY
06:40:31 COMMENTS, AT LEAST I'VE NOT HEARD OF ANY COMMENTS, WRITTEN,
06:40:36 E-COMMENTS OR OTHERWISE, SINCE THE ORIGINAL BUDGET HERE WAS

06:40:39 PRESENTED TO THE COUNCIL BACK IN LATE JULY.
06:40:43 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
06:40:47 THIS FIRST STEP IS TO APPROVE THE MILLAGE RATE AS PRESENTED
06:40:50 BY THE FINANCE DIRECTOR AT .77 MILLS.
06:40:55 >>Mayor Errington: THANK YOU.
06:40:55 COUNCIL, ANY QUESTIONS, COMMENTS, DISCUSSIONS?
06:41:00 YES.
06:41:03 >>Jim Wilson: I BELIEVE THIS IS EITHER THE FIFTH OR SIXTH
06:41:05 YEAR THAT THE VILLAGE IS PROPOSING TO REDUCE OUR TAX RATE.
06:41:10 I'M ALSO EXCITED AS THE ORDINANCE -- WE ARE A $7 BILLION
06:41:17 VILLAGE.
06:41:18 IS THAT CORRECT?
06:41:19 THAT FIRST 7 IN THE PROPERTY ASSESSOR IS BILLIONS, NOT
06:41:25 MILLIONS.
06:41:28 >>Chris Phillips: YES, COUNCIL MEMBER.
06:41:29 >>Jim Wilson: OUR LITTLE VILLAGE THAT WE STARTED IS NOW A
06:41:32 $7 BILLION VILLAGE IN TERMS OF ITS VALUE.
06:41:34 I THINK THAT'S OUTSTANDING.
06:41:36 >>Mayor Errington: DON'T LOSE YOUR BREATH OVER IT.
06:41:39 [LAUGHTER]
06:41:44 >> NOW THAT WE LIVE IN A WORLD OF TRILLIONS.
06:41:47 >> THAT'S NEXT MONTH.
06:41:50 >>Mayor Errington: ANY OTHER COMMENTS?
06:41:58 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT OR E-COMMENTS.
06:42:01 >>Mayor Errington: NEED A MOTION.

06:42:03 >>Jim Boesch: MAKE A MOTION THAT WE MOVE THE BUDGET THAT'S
06:42:07 BEEN SET FORTH BY CHRIS TO US AT .77, WHICH IS A VERY
06:42:16 UNBELIEVABLE, CREDIBLE SITUATION.
06:42:22 OUR VILLAGE IN SEVEN YEARS NEVER TO RAISE THE TAXES.
06:42:27 SO I THINK EVERY ONE OF US HERE SITTING AT THIS DAIS, AS
06:42:32 WELL AS WHOLE STAFF AND THE PREVIOUS COUNCIL PEOPLE ALL
06:42:36 SHOULD BE EXTREMELY PROUD THAT WE HAVE DONE SOMETHING -- I
06:42:40 DON'T THINK YOU PROBABLY COULD NAME A CREDIBLE CITY -- NOT
06:42:46 THAT SOME ARE NOT CREDIBLE, BUT LARGE CITY LIKE WE ARE, NOW
06:42:50 37,000, THAT HAS NOT RAISED THEIR BUDGET IN SEVEN YEARS.

06:42:56 I'M PROUD TO SET FORTH THAT MOTION.
06:42:59 >>Mayor Errington: THE MOTION HAS BEEN MADE BY COUNCIL
06:43:01 MEMBER BOESCH.
06:43:02 I NEED A SECOND.
06:43:03 SECONDED BY COUNCIL MEMBER WILSON.
06:43:05 NEED A ROLL CALL.
06:43:08 >>Jim Wilson: AYE.
06:43:09 >>Jim Ward: AYE.
06:43:12 >>Jim Boesch: AYE.
06:43:14 >>Larry Fiesel: AYE.
06:43:15 >>Joanne Ribble: AYE.
06:43:17 >>Vice-Mayor McLain: AYE.
06:43:18 >>Mayor Errington: AYE.
06:43:19 THANK YOU.
06:43:21 JOB WELL DONE.

06:43:24 >>Steven Sarkozy: WE HAVE ONE MORE ITEM, AND THAT IS ITEM
06:43:29 9B.
06:43:30 >>Mayor Errington: IT'S A PUBLIC HEARING FOR RESOLUTION
06:43:32 NUMBER 2021-22.
06:43:38 CHRIS, ARE YOU GOING TO READ THE RESOLUTION IN FULL AGAIN?
06:43:41 >>Chris Phillips: YES, MAYOR.
06:43:42 >>Mayor Errington: AND STEVE WILL FOLLOW WITH THE
06:43:44 INTRODUCTION.
06:43:46 >>Chris Phillips: THANK YOU, MADAM MAYOR.
06:43:47 RESOLUTION NUMBER 2021-22, A RESOLUTION OF THE VILLAGE
06:43:53 COUNCIL OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA,
06:43:56 ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022; AND
06:44:01 PROVIDING AN EFFECTIVE DATE.
06:44:02 WHEREAS, THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, HELD A
06:44:07 PUBLIC HEARING AS REQUIRED BY FLORIDA STATUTE 200.065, AND
06:44:12 WHEREAS THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, SET
06:44:16 FORTH THE APPROPRIATIONS AND REVENUE ESTIMATE FOR THE BUDGET
06:44:20 FOR FISCAL YEAR 2021-2022 AS FOLLOWS:
06:44:25 EXPENDITURES, GENERAL FUND, $6,869,986.
06:44:31 SPECIAL REVENUE, $1,322,630.
06:44:36 DEBT SERVICE, $1,375,829.
06:44:42 AND CAPITAL PROJECTS, $19,206,200.
06:44:47 TOTAL OF ALL FUNDS, $28,774,645.
06:44:53 NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE
06:44:56 VILLAGE OF ESTERO, FLORIDA, SECTION 1, THE FISCAL YEAR

06:45:01 2021-2022 FINAL BUDGET IS HEREBY ADOPTED.
06:45:05 SECTION 2, THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY
06:45:09 UPON ADOPTION.
06:45:11 >>Mayor Errington: THANK YOU.
06:45:12 STEVE?
06:45:12 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.

06:45:15 THIS BUDGET IS -- THERE ARE NO SURPRISES IN THIS BUDGET.
06:45:19 IT'S BEEN, AS EACH OF OUR BUDGETS BEFORE THIS, HAVE BEEN
06:45:23 PREPARED.
06:45:24 THIS HAS BEEN A VERY DELIBERATE PROCESS.
06:45:27 YOU LAID THE FOUNDATION ON ROCK FOR THE BUDGET IN TERMS OF
06:45:35 HAVING CREDIBLE, PROFESSIONAL EVALUATIONS OF OUR AREAS OF
06:45:42 OPERATIONAL RESPONSIBILITY THAT IDENTIFY WHAT WE SHOULD BE
06:45:45 DOING OUT IN THE COMMUNITY.
06:45:48 WE'VE TAKEN ON THE APPROACH WHERE WE ARE VERY TRANSPARENT IN
06:45:51 WHAT WE DO.
06:45:53 WE PROVIDE TOP QUALITY MAINTENANCE OF ANYTHING THAT WE OWN
06:45:59 OR MAINTAIN, AND THEN ANYTHING THAT WE BUILD IS NOT SUBJECT
06:46:03 TO JUST DOING THINGS WILLY-NILLY, BUT IT'S BASED ON
06:46:09 PROFESSIONAL STUDIES AND PROFESSIONAL PLANNING.
06:46:12 WE'RE KEEPING OUR COSTS LOW WITH THE FULL-TIME EQUIVALENT
06:46:19 STATUS IN THE VILLAGE AT 11.5 FULL-TIME EQUIVALENT
06:46:22 POSITIONS.
06:46:23 WE THINK WE HAVE THE LOWEST TAX RATE IN ALL OF SOUTH
06:46:27 FLORIDA, AND WE INTEND TO KIND OF STAY IN THAT.

06:46:31 WE DO RELY VERY HEAVILY ON CONTRACTS FOR THE PROVISION OF
06:46:35 SERVICES THAT ARE COORDINATED BY OUR STAFF AND BY THE
06:46:39 COUNCIL, AND WE CAN EXPAND OR CONTRACT THOSE AS NECESSARY TO
06:46:43 STAY WITHIN BUDGET.
06:46:44 SO THIS IS JUST A CONTINUATION OF WHAT WE'VE BEEN DOING.
06:46:51 VERY PREDICTABLE AND UNDERSTANDABLE.
06:46:52 THE BIG CHANGE IN THIS BUDGET IS THE PREPARATION OF THE
06:46:56 BUDGET ITSELF, EXPANDING IT EXTENSIVELY SO IT'S MUCH MORE
06:47:02 READABLE.
06:47:02 AND IF ANYONE COMING IN FROM THE OUTSIDE JUST WANTS TO
06:47:05 GLANCE AT THE BUDGET, THEY CAN GET A VERY GOOD UNDERSTANDING
06:47:08 OF THE CULTURE, THE WAY WE OPERATE, AND WHAT WE DO HERE FOR
06:47:12 THE VILLAGE.
06:47:13 SO WE'LL CONTINUALLY TRY TO IMPROVE THAT IN YEARS TO FOLLOW,
06:47:20 BUT IT'S ALL OUT THERE FOR EVERYONE TO SEE IN THIS DOCUMENT.
06:47:25 >>Mayor Errington: THANK YOU.
06:47:26 ANY QUESTIONS, DISCUSSION FROM COUNCIL?
06:47:28 COMMENTS?
06:47:33 >>Larry Fiesel: THERE ARE A COUPLE OF NUMBERS UNDER GENERAL
06:47:36 FUND AND THE TOTAL FUNDS.
06:47:37 I EITHER MISHEARD YOU OR THE NUMBERS ON MY PAPER ARE
06:47:40 DIFFERENT THAN WHAT YOU READ.
06:47:42 COULD YOU GO OVER THOSE TWO NUMBERS AGAIN.
06:47:43 THE GENERAL FUND NUMBER, THE 6 MILLION AND THEN 28 MILLION.
06:47:48 >>Chris Phillips: YES, SIR.

06:47:49 I WANT TO MAKE SURE THAT I DID READ YOU THE CORRECT ONE, AND
06:47:55 I DID.

06:47:56 THE GENERAL FUND BUDGET IS SET AT 6,869,986.
06:48:02 THOSE ARE YOUR EXPENDITURES.
06:48:07 >>Vice-Mayor McLain: MINE SHOWS DIFFERENT.
06:48:08 >>Chris Phillips: CORRECT, YOU PROBABLY SHOW 886.
06:48:12 THAT WOULD BE IF WE ADOPTED THE .7726 MILLAGE RATE.
06:48:16 WE REDUCED REVENUE BY 17,000 WITH THAT MOVE.
06:48:20 SO IT COMES FROM GENERAL FUND.
06:48:22 >>Larry Fiesel: THANK YOU.
06:48:23 >>Mayor Errington: GOOD QUESTION.
06:48:27 >>Mayor Errington: ANY OTHER QUESTIONS?
06:48:28 ANY COMMENTS?
06:48:30 >>Carol Sacco: NO COMMENTS OR NO E-COMMENTS.
06:48:34 >>Mayor Errington: I NEED A MOTION.
06:48:35 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY COUNCIL
06:48:39 MEMBER FIESEL.
06:48:40 PLEASE CALL THE ROLL.
06:48:44 >>Joanne Ribble: AYE.
06:48:45 >>Larry Fiesel: AYE.
06:48:47 >>Jim Boesch: AYE.
06:48:48 >>Jim Ward: AYE.
06:48:50 >>Jim Wilson: AYE.
06:48:52 >>Vice-Mayor McLain: AYE.
06:48:54 >>Mayor Errington: AYE.

06:48:55 NEXT ON THE AGENDA IS ITEM 10, PUBLIC COMMENT ON NON-AGENDA
06:49:02 ITEMS.
06:49:03 >>Carol Sacco: WE HAVE NONE.
06:49:05 >>Mayor Errington: I WOULD LIKE TO SAY SOMETHING.
06:49:07 I WOULD LIKE TO WELCOME THE DEPUTY HERE TONIGHT.
06:49:09 THANK YOU.
06:49:09 GLAD YOU'RE HERE.
06:49:13 ITEM NUMBER 11, COUNCIL COMMUNICATIONS, FUTURE AGENDA ITEMS.
06:49:20 LET'S BEGIN TONIGHT WITH COUNCIL MEMBER JIM WILSON.
06:49:25 DO YOU HAVE ANYTHING TO REPORT?
06:49:26 >>Jim Wilson: THANK YOU, MADAM MAYOR.
06:49:28 IN MY REVIEW OF THE PLANNING AND ZONING BOARD AND THE FUTURE
06:49:34 ITEMS THAT THEY ARE HANDLING, IT REMINDS ME THAT WE'RE GOING
06:49:38 TO HAVE A BUSY FALL.
06:49:40 I THINK STEVE HAS WARNED US ABOUT THAT.
06:49:42 SO LOOKING FORWARD TO DOING A LOT OF REVIEWING AND APPROVING
06:49:47 THIS COMING FALL.
06:49:50 >>Mayor Errington: THANK YOU.
06:49:51 COUNCIL MEMBER WARD.
06:49:55 I CAN BARELY SEE YOU.
06:49:59 >>Jim Ward: NO COMMENT AT THIS POINT, MAYOR.
06:50:01 >>Mayor Errington: THERE YOU ARE.
06:50:02 OKAY.
06:50:03 DO YOU HAVE ANYTHING TO COMMENT?

06:50:08 >>Jim Ward: I DON'T HAVE ANY COMMENTS AT THIS POINT.

06:50:09 >>Mayor Errington: THANK YOU.
06:50:10 COUNCIL MEMBER BOESCH.
06:50:13 >>Jim Boesch: YES, I WOULD LIKE TO BRING SOMETHING UP THAT I
06:50:18 WAS REMISS TO DO LAST COUNCIL MEETING.
06:50:21 THAT IS WE WERE GIVEN THIS PROGRAM BY F.D.O.T., WHICH I
06:50:29 THINK ALL OF YOU HAVE.
06:50:34 IN THE PROCESS OF GETTING FUNDS FOR ALL THE DIFFERENT
06:50:40 COMMUNITIES, WHICH THE MAYOR CAN ALLUDE TO.
06:50:43 THE FIRST IS THAT WE SET A GOAL 20 YEARS AHEAD OF TIME OF
06:50:53 DOING A FIVE-YEAR PLAN OF WHERE MONEY SHOULD BE AVAILABLE
06:50:57 FOR ROADS AND --
06:51:02 EVERYBODY, ALL THE MUNICIPALITIES, ESPECIALLY IN THE COUNTY
06:51:05 ARE INVOLVED SAYING WE NEED THIS.
06:51:08 ANYHOW, AT THE END OF THAT PERIOD OF TIME, IT'S PUT IN
06:51:13 WRITING ON WHAT EVERY COMMUNITY, INCLUDING THE COUNTY, IS ON
06:51:19 THE LIST TO RECEIVE.
06:51:23 FOR INSTANCE, WHEN I FIRST CAME DOWN HERE, THE COUNTY WAS
06:51:28 LOOKING TO PUT AN ALTERNATE ROAD CALLED 951 ON THE EAST SIDE
06:51:35 OF ALL OF OUR COUNTY AND ULTIMATELY THAT GOT -- AFTER A
06:51:40 PERIOD OF MAYBE 10 OR 15 YEARS, GOT REJECTED.
06:51:44 AND IT IS NOT ON THE LIST.
06:51:50 IF YOU WANT TO FIND OUT WHAT IS GOING IN THE WORKS EVERY
06:51:55 YEAR, THEY PRINT A SIMILAR TYPE OF LIST, WHICH WAS PASSED
06:51:59 OUT TO YOU.
06:51:59 IT'S CALLED THE ADOPTED FIVE-YEAR WORK PROGRAM.

06:52:04 IT'S THE FIVE-YEAR THAT WAS DONE 20 YEARS AGO THAT WAS ON
06:52:07 THE LIST AND WHAT -- SPENDING THE D.O.T.'S MONEY IN THE NEXT
06:52:17 PERIOD OF TIME, 2022 TO 2026.
06:52:19 IF YOU HAVE ANY QUESTIONS, IF YOU HAVE A PROJECT, AND IT'S
06:52:25 AN F.D.O.T. PROJECT, YOU'LL PROBABLY LOOK TO HAVE THAT PUT
06:52:28 ON A LIST 20 YEARS FROM NOW OR WHEN THEY DO -- THEY DO IT
06:52:35 EVERY FIVE YEARS, ONCE EVERY FIVE YEARS.
06:52:38 SO YOU HAVE TO GET ON THAT LIST TO GET A PROJECT DONE AND
06:52:43 YOU'RE 20 YEARS OUT FROM EVEN SEEING THAT PROJECT GET DONE.
06:52:46 I SHOULD TELL YOU THAT OF THE MONEY THAT'S PROJECTED IN 2045
06:52:52 TO '50, THEY PROBABLY HAVE 50% AVAILABLE.
06:52:57 SO YOU CAN SEE IT'S NOT GOING TO BE EASY.
06:53:02 BUT A LOT OF TIMES THE QUESTION IS, WHAT'S GOING ON, HOW DID
06:53:12 ESTERO GET THE BRIDGE UNDERTAKEN?
06:53:14 THAT TOOK 13, 14 YEARS TO GET THAT DONE.
06:53:17 SO YOU WOULD SEE THAT ON THIS PARTICULAR PROGRAM, BECAUSE
06:53:22 THIS IS CURRENT.
06:53:23 THIS WAS APPLIED FOR 12, 13, 14 YEARS AGO.
06:53:27 IT'S GOOD INFORMATION FOR YOU TO HAVE, AND IF YOU HAVE IT,
06:53:31 I'M SURE CAROL CAN MAKE A COPY FOR YOU.

06:53:35 YOU CAN SEE HOW THE DIFFERENT PROJECTS IN THE COUNTY, WHAT
06:53:39 THEY APPLIED FOR 20 YEARS AGO AND WHAT'S BEING MOVED AND
06:53:44 WHAT'S POSSIBLY GOING TO GO FORWARD.
06:53:46 ALSO THE FUTURE ONE, THE NEW ONE BEING DONE.
06:53:55 THAT'S A GOOD PIECE OF INFORMATION TO HAVE AS WELL SO YOU

06:53:58 CAN SEE WHAT PLANS THAT THE COUNTY AND THE REGION OF THE SIX
06:54:04 COMMUNITIES HAVE IN MIND FOR 25 YEARS.
06:54:07 I JUST THOUGHT I WOULD MENTION THAT TO YOU GUYS.
06:54:11 >>Mayor Errington: THANK YOU.
06:54:12 JOANNE RIBBLE.
06:54:13 >>Joanne Ribble: I HAVE NOTHING, MAYOR.
06:54:14 >>Mayor Errington: YOU HAVE NOTHING.
06:54:15 LARRY FIESEL.
06:54:17 >>Larry Fiesel: I HAVE NOTHING.
06:54:18 >>Mayor Errington: JON McLAIN?
06:54:19 >>Vice-Mayor McLain: I'VE GOT SOMETHING.
06:54:20 >>Mayor Errington: OH, YOU'VE GOT SOMETHING.
06:54:22 OKAY, GOOD.
06:54:25 >>Vice-Mayor McLain: SAME STORY.
06:54:26 ESTERO PARKWAY, IF YOU HAVEN'T BEEN DOWN THERE LATELY, IT'S
06:54:30 LOOKING, THE GROWTH, THE VEGETATION IS LOOKING FANTASTIC.
06:54:32 I THINK IT'S GOING TO GET TRIMMED BACK A LITTLE BIT.
06:54:34 JUST WITH THE SEASON CHANGES, THE PALETTE OF FLOWERS THEY
06:54:42 NUT THERE AND THE PLANTS, IT'S SPECTACULAR.
06:54:44 I RIDE MY BIKE OUT THERE QUITE A BIT AND IT'S REALLY A NICE
06:54:47 VIEW OUT THERE.
06:54:48 DAVID HAS COMMITTED AND OUR CONTRACTOR COMMITTED THAT THE
06:54:52 RUST STAINS ON THE ROAD, THE ACTIVITY ON THAT WILL START
06:54:56 NEXT MONDAY.
06:54:56 PROBABLY TAKE EIGHT OR TEN DAYS TO GET IT DONE.

06:54:59 I GET A LOT OF PHONE CALLS, WHEN IS THE RUST LEAVING?
06:55:02 WELL, IT'S LEAVING HERE PRETTY QUICKLY.
06:55:04 AND IN THAT LIGHT, I KNOW WE TALKED, STEVE, ABOUT -- AND
06:55:09 WE'VE BEEN APPROACHED BY VOLUNTEERS TO KEEP THAT ROAD, THE
06:55:14 SIDE OFF THE ROAD CLEAN.
06:55:15 ARE WE MAKING ANY PROGRESS AT ALL ON MAYBE TRYING TO WORK
06:55:18 WITH SOME VOLUNTEERS TO HAVE THAT CLEANED UP?
06:55:20 BECAUSE, AS I MENTIONED, I RIDE MY BIKE OUT THERE PROBABLY
06:55:23 TWO TO THREE TIMES A WEEK.
06:55:25 IT'S JUST AMAZING TO ME HOW MUCH STUFF GETS THROWN OUT OF
06:55:30 CARS -- BEER CANS, BOTTLES, TISSUES, FAST-FOOD BAGS.
06:55:37 I MEAN, IT'S A REAL SHAME TO HAVE THAT BEAUTIFUL HIGHWAY.
06:55:40 IS THERE ANYTHING WE CAN DO TO MAYBE MOVE THAT FORWARD?
06:55:44 >>Steven Sarkozy: DAVID, ARE YOU BACK THERE?
06:55:46 I HAVE NOT HAD ANY CONVERSATIONS WITH THE GROUPS THAT MIGHT
06:55:52 CLEAN THAT UP.

06:55:53 >>Vice-Mayor McLain: JULIE -- I CAN'T REMEMBER HER LAST
06:55:53 NAME -- HAS VOLUNTEERED TO CLEAN IT, BUT I KNOW THERE'S
06:55:55 INSURANCE ISSUES.
06:55:57 >>David Willems: WE HAVE NOT HAD ANY CONVERSATIONS.
06:55:58 BUT WE HAVE IN OUR MAINTENANCE CONTRACTS WITH OUR LANDSCAPE
06:56:03 COMPANIES THAT THEY ARE TO DO THAT TYPE OF CLEANUP.
06:56:06 RIGHT NOW WE'RE IN THE MAINTENANCE PERIOD WITH THE ORIGINAL
06:56:09 CONTRACTOR.
06:56:09 SO ONCE THAT TRANSITIONS, I THINK IT'S EARLY NEXT YEAR, OUR

06:56:14 MAINTENANCE CONTRACTOR P & T WILL BE DOING PICKUP AS THEY DO
06:56:18 THE LAWN MAINTENANCE WEEKLY.
06:56:19 >>Vice-Mayor McLain: I THINK THEY CURRENTLY ARE DOING SOME
06:56:22 OF THAT BECAUSE I DON'T SEE THE SAME BAG THERE ALL THE TIME.
06:56:25 >>David Willems: IT WILL BE MORE REGULARLY WITH OUR ACTUAL
06:56:27 CONTRACTOR.
06:56:28 >>Vice-Mayor McLain: OKAY.
06:56:28 ALL RIGHT.
06:56:28 THAT'S GOOD.
06:56:29 VETERANS DAY, WE SOLIDIFIED PLANS ON THAT.
06:56:35 IT WILL BE NOVEMBER 13 AT THE ESTERO REC CENTER HERE FROM
06:56:38 11:30 TO 1:00.
06:56:41 I THINK IT'S GOING TO BE A LITTLE MORE EXCITING THIS YEAR.
06:56:43 WE'RE GOING TO HAVE GREAT ENTERTAINMENT.
06:56:46 WE GOT THE HORIZON YOUNG CHILDREN SINGING THERE.
06:56:51 WE'RE HAVING RAY SANDELLI, OUR COMMISSIONER SPEAK.
06:56:54 HE'S A BLUE ANGEL.
06:56:55 WE'RE GOING TO HAVE ANTIQUE CARS THERE.
06:56:59 WE'RE MEETING IN THE NEXT FEW DAYS WITH THE ESTERO PARK.
06:57:02 WE'RE THINKING ABOUT GETTING A COUPLE OF JUMP STATIONS IN
06:57:06 THERE.
06:57:07 I DON'T KNOW IF IT'S A SLIDE, BUT SOME KIND OF BOUNCY THING
06:57:11 IN THERE, SO IT WILL BE FUN FOR THE KIDS.
06:57:13 WE'LL ALSO HAVE THREE FOOD TRUCKS.
06:57:15 SO THERE WILL BE A VARIETY OF FOOD FROM MEXICAN TO WHATEVER.

06:57:19 YOU'LL HAVE A PRETTY GOOD SELECTION IN THERE.
06:57:21 VETERANS DAY, MARILYN IS GOING TO BE PUTTING OUT MORE AND
06:57:26 MORE ADVERTISING.
06:57:26 WE FINALIZED THE BROCHURE, I THINK, YESTERDAY.
06:57:29 SO YOU'LL START SEEING THAT.
06:57:31 WE'D LOVE TO SEE FOLKS THROUGHOUT THE COMMUNITY, CHAMBER OF
06:57:34 COMMERCE AND THE LIKE GET THE WORD OUT THAT WE'RE HAVING
06:57:39 THIS VETERANS RECOGNITION DAY ON NOVEMBER 13.
06:57:42 WE HAD GULF SHORE OPERA HERE TODAY.
06:57:48 THEY APPROACHED ME JUST BEFORE THE MEETING.
06:57:50 THEY ARE ACTUALLY GOING TO HAVE A PERFORMANCE OF SOME TYPE
06:57:55 ON THE 14th.

06:57:56 I DON'T HAVE THE DETAILS, BUT WE'LL GET THAT ON OUR WEBSITE.
06:57:59 BUT THERE WILL BE A PERFORMANCE AT THE REC CENTER THE
06:58:03 FOLLOWING DAY ON SUNDAY, PROBABLY IN THE EVENING OR
06:58:06 AFTERNOON OR SOMETHING.
06:58:07 WE'LL GET THE DETAILS ON THAT.
06:58:11 AND THEN, JIM, I APPRECIATE YOUR F.D.O.T. SITUATION AND THE
06:58:16 FIVE-YEAR PLANNING AND ALL THAT, BUT WHAT'S GOING ON WITH
06:58:21 THE INTERCHANGE?
06:58:23 NOTHING SEEMS TO BE HAPPENING ON THE ROADWAY THERE.
06:58:27 I MEAN, I'M GETTING A LOT OF PHONE CALLS SAYING, WE HAVEN'T
06:58:30 SEEN ANY WORKERS ON THAT INTERCHANGE IN THE LAST MONTH OR
06:58:34 TWO.
06:58:35 JIM, YOU'RE ON THAT ROAD QUITE A BIT.

06:58:37 HAVE YOU SEEN ANY WORKERS OUT THERE DOING MUCH WORK?
06:58:41 >>Jim Boesch: CORKSCREW, RIGHT.
06:58:43 >>Vice-Mayor McLain: CORKSCREW AND INTERCHANGE.
06:58:45 >>Jim Boesch: THE ROADWAY SHOULD BE DONE BY THE END OF THE
06:58:48 YEAR AND THEN THEY ARE GOING TO DO LANDSCAPING ON THE OUTER
06:58:51 PLACES, AND THAT WILL BE ANOTHER YEAR.
06:58:54 IT WON'T AFFECT THE TRAFFIC WHEN THE LANDSCAPING IS BEING
06:58:58 DONE, BUT THE ROAD SHOULD BE DONE BY THE END OF THE YEAR.
06:59:01 >>Vice-Mayor McLain: IF MEMORY SERVES ME RIGHT, I THINK WE
06:59:04 WERE GOING TO GET IT DONE BY LAST YEAR END OF THE YEAR, AND
06:59:09 NOW HERE WE ARE A YEAR DELAY.
06:59:12 I DON'T KNOW IF THERE'S ANYTHING WE CAN DO TO SHAKE THAT UP.
06:59:14 >>Mayor Errington: I CAN COMMENT.
06:59:16 WE'VE BEEN WORKING DILIGENTLY -- THIS WHOLE THING, LIKE
06:59:22 MARCHING ALONG WITH TRYING TO DO AUGUST AND SEPTEMBER AND
06:59:27 REACHING OUT TO F.D.O.T., AND WE'VE WRITTEN LETTERS, TALKED
06:59:34 WITH JUST ABOUT EVERYBODY POSSIBLE, AND AT THE MPO MEETING
06:59:40 LAST FRIDAY, THE F.D.O.T. REP WAS THERE, AND I SPECIFICALLY,
06:59:47 SINCE I'M CHAIRING THE BOARD THERE, I SPECIFICALLY ASKED
06:59:53 HIM, WHEN WILL THAT BE COMPLETED?
06:59:58 THE INTERCHANGE AT I-75 AND CORKSCREW ROAD.
07:00:02 AND I WAS TOLD YOU WILL HAVE AN ANSWER BY THE END OF THE
07:00:05 DAY.
07:00:05 AND AT 5:00, I GOT AN ANSWER.
07:00:08 I HAD A PHONE CALL.

07:00:10 THEY ARE TELLING US THAT THAT WILL BE COMPLETED NOVEMBER THE
07:00:13 21st, 2021.
07:00:16 I REMINDED THEM IT WAS A YEAR AND A HALF AGO IT WAS SUPPOSED
07:00:19 TO HAVE BEEN COMPLETED.
07:00:22 WE'LL SEE WHAT THEY DO AND WHAT THEY SAY.
07:00:25 IN THE INTERIM, I SAID, TOO, WE NEED TO LOOK AT THOSE
07:00:30 LIGHTS.
07:00:31 I TALKED WITH DAVID AND I TALKED WITH STEVE ABOUT THE

07:00:35 LIGHTS.
07:00:35 I UNDERSTAND THAT SOME OF THE AREAS AROUND THERE, IT LIGHTS
07:00:38 UP YOUR BACKYARDS AT NIGHT.
07:00:40 SO DAVID IS GOING TO WORK WITH WAYNE GAITHER, I GUESS, FROM
07:00:46 F.D.O.T.
07:00:47 WE DO HAVE OUR BEST PEOPLE WORKING ON IT, AND THEY HAVE MADE
07:00:52 SOME -- IT'S BETTER THAN WHAT IT HAS BEEN.
07:00:54 I TOLD THEM PUBLICLY WITH EVERYBODY PRESENT THAT THE
07:00:58 LANDSCAPING WAS GOING TO BE DONE BEFORE THE ROAD IS DONE,
07:01:02 WHICH IS TRUE.
07:01:03 SO LET'S KEEP PRESSURE.
07:01:07 NOVEMBER THE 21st, 2021.
07:01:09 AND, MARILYN, I DON'T MIND IF YOU PUT THAT -- LET'S PUT THE
07:01:13 PRESSURE ON.
07:01:14 THEY SAID THAT.
07:01:15 UNLESS WE HAVE SOME BAD WEATHER THAT COMES ALONG AND THAT'S
07:01:19 AN EXCUSE.

07:01:21 BUT IT'S DANGEROUS RIGHT NOW.
07:01:23 >>Jim Boesch: JON, I SAY THE END OF THE YEAR.
07:01:25 SHE SAID THE 21st --
07:01:28 >>Mayor Errington: THAT'S CLOSE ENOUGH.
07:01:32 THEY HAVE TRIED TO MAKE UP A LITTLE BIT.
07:01:34 WE REQUESTED THAT STRIPING IN THE TURN LANES BE DONE ON U.S.
07:01:38 41, AND THAT WAS PROMISED THAT IT WOULD OCCUR AND BE DONE BY
07:01:43 JUNE OF 2021.
07:01:44 WELL, IT HASN'T BEEN.
07:01:46 SO DAVID HAS STAYED ON TOP OF THAT.
07:01:50 I'VE NOTICED IN THE PAST WEEK THAT GOING SOUTH, THE TURN
07:01:54 LANES HAVE BEEN RESTRIPED.
07:01:56 AND WHAT THEY HAVE DONE -- IT'S NICE.
07:01:59 THEY PAINTED A BIG BLACK BOX, SQUARE, SPRAY PAINTED IT
07:02:03 BLACK, AND THEN THEY PUT A WHITE ARROW TO TURN.
07:02:07 AND THAT'S GOING SOUTH.
07:02:09 NOW, DAVID, YOU'RE GOING TO HAVE TO REMIND THEM, WE GO
07:02:11 NORTH, TOO.
07:02:12 SO I DON'T SEE ANYTHING NORTH.
07:02:15 BUT THEY ARE WORKING ON THAT.
07:02:17 PEOPLE WERE COMPLAINING THAT WHEN IT RAINS AND WHEN IT'S
07:02:21 DARK, THOSE LINES ARE GETTING VERY DIM AND PEOPLE CAN'T SEE
07:02:25 HOW YOU'RE SUPPOSED TO TURN.
07:02:27 SO THAT'S GOOD.
07:02:30 MARY HAD ASKED THAT WE LEAVE THESE PATTERN BOOKS HERE SO WE

07:02:37 DON'T HAVE TO CARRY THEM HOME, CORRECT?
07:02:39 OKAY.
07:02:41 AND RIGHT BEFORE THE MEETING STARTED, I RECEIVED A MESSAGE
07:02:47 FROM A PERSON FROM THE LEE COUNTY SCHOOL SYSTEM, AND I DON'T

07:02:52 KNOW IF STEVE GOT THIS, TOO.
07:02:53 BUT THEY ARE REQUESTING THAT THE COUNCIL HAVE A LIAISON TO
07:03:00 -- IT'S ALMOST LIKE IMMEDIATELY TO JOIN A COMMITTEE.
07:03:04 THEY ARE GOING TO MEET TWICE, I THINK, TO NAME THE SCHOOL,
07:03:07 THE NEW SCHOOL.
07:03:07 I'LL TURN THAT OVER TO YOU AND WHATEVER.
07:03:11 SO IF ANYBODY IS INTERESTED, SHOULD THEY SEE YOU?
07:03:15 >>Steven Sarkozy: THAT'S NEWS TO ME.
07:03:17 BUT WHO WANTS IT?
07:03:20 I DON'T WANT IT.
07:03:23 [LAUGHTER]
07:03:23 >>Mayor Errington: OKAY.
07:03:24 WELL, THAT'S OUT THERE.
07:03:25 WE NEED TO PARTICIPATE IN THAT.
07:03:27 SOMEBODY NEEDS TO PUT IT IN, LIKE YOU'D LIKE TO DO THAT.
07:03:32 IT'S THIS TIME OF YEAR, AND I WILL HAVE TO REQUEST THAT --
07:03:41 I'VE BEEN IN EDUCATION MOST OF MY LIFE AND IN THE PRIVATE
07:03:44 SECTOR, TOO.
07:03:45 WE ALWAYS DO EVALUATIONS, ONCE A YEAR.
07:03:48 I'M REQUESTING THAT WE DO OUR ANNUAL EVALUATION OF OUR
07:03:54 VILLAGE MANAGER AND OUR ATTORNEY, BURT SAUNDERS.

07:03:57 STEVE, I'LL LET YOU GET THAT TOGETHER.
07:04:01 ADD THAT TO YOUR DUTIES.
07:04:03 [LAUGHTER]
07:04:03 CAROL, ADD IT TO YOUR DUTIES, TOO.
07:04:07 OKAY.
07:04:08 THANK YOU.
07:04:08 IT'S NOW TO THE VILLAGE ATTORNEY.
07:04:14 >>Burt Saunders: I DON'T HAVE ANYTHING TO ADD.
07:04:15 >>Mayor Errington: YOU DON'T HAVE ANYTHING TO REPORT NOW.
07:04:17 STEVE.
07:04:18 >>Steven Sarkozy: I'D JUST LIKE TO DELEGATE BACK TO THE
07:04:22 COUNCIL COMMITTEE ASSIGNMENTS TO NAME THE SCHOOL, IF THERE'S
07:04:28 ANYONE -- SEE ME IF IT'S URGENT.
07:04:29 >> DO YOU THINK WE'RE SUICIDAL OR WHAT?
07:04:34 >>Mayor Errington: I'LL FORWARD THAT TO YOU.
07:04:35 IT JUST CAME UP.
07:04:35 I SAW IT.
07:04:35 I'LL SEND IT TO YOU.
07:04:36 ANYTHING ELSE FOR THE GOOD OF THE VILLAGE?
07:04:40 I NEED A MOTION TO ADJOURN.
07:04:42 MOTION MADE BY COUNCIL MEMBER FIESEL.
07:04:45 I GUESS YOU SECOND IT, DON'T YOU, JON?
07:04:49 [SOUNDING GAVEL]
07:04:50

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FINAL ACTION AGENDA/MINUTES
VILLAGE COUNCIL MEETING

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

September 9, 2021, 5:30 pm

DRAFT MINUTES

1. CALL TO ORDER

INVOCATION -- Pastor Frank Brand from First Baptist Church of Estero

PLEDGE OF ALLEGIANCE - Led by Corporal Lenny Gould

ROLL CALL
Present: Mayor Katy Errington - District 4, Vice Mayor Jon McLain - District 3, Councilmember Joanne Ribble - District 1, Councilmember Larry Fiesel - District 2, Councilmember Jim Boesch - District 5, Councilmember Jim Ward, (via Zoom)- District 6, and Councilmember Jim Wilson - District 7.

Also present: Village Manager Steve Sarkozy, Village Attorney Mike Randolph, Deputy Village Manager Kyle Coleman, Finance Director Chris Phillips, Community Development Director Mary Gibbs, Public Works Director David Willems, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to permit Councilmember Ward to participate remotely in Zoom Presentation.

Motion by: Vice Mayor McLain
Seconded by: Councilmember Ribble

Action: Motion to permit Councilmember Ward to participate remotely in Zoom Presentation.

Vote:
Aye: Councilmembers Boesch, Fiesel, Ward, Wilson, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

Motion: Motion to approve agenda.

Motion by: Councilmember Ribble
Seconded by: Councilmember Wilson

Action: Approved agenda.

Vote:
Aye: Councilmembers Boesch, Fiesel, Ward, Wilson, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

3. **PUBLIC COMMENT ON NON-AGENDA ITEMS**
   None.

4. **PROCLAMATION**

   Council Comments:
   Mayor Errington

5. **INTRODUCTION**
   Honorable State Representative Adam Botana

6. **CONSENT AGENDA**
   a. July 14, 2021 Council Meeting Minutes
   b. July 21, 2021 Council Meeting Minutes
   c. June 2021/July 2021 Financial Reports

   Motion: Motion to approve the consent agenda.

   Motion by: Councilmember Boesch

Seconded by: Vice Mayor McLain

Action: Approved the consent agenda.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

7. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA
None.

8. ACTION ITEMS

a. Review of Development Order for Fifth Third Bank at Miromar Outlets

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

Council Questions or Comments:
Vice Mayor McLain and Mayor Errington.

Public Comment:
None.
Motion: Motion to approve the Development Order with the additional modifications shown on the attached plan.

Motion by: Vice Mayor McLain
Seconded by: Councilmember Wilson

Action: Approved the Development Order with the additional modifications shown on the attached plan.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

b. Broadway Avenue West Bus Stop Improvements

Staff Presentation/Comments:
Steve Sarkozy, Village Manager

Council Questions or Comments:
None.

Public Comment:
None.

Motion: Motion to approve Supplemental Task Authorization (STA)-2 under RFQ 2019-03 Miscellaneous Contractor Services to Pavement Maintenance, LLC for the engagement of a Contractor to acquire and install bus benches at four (4) locations (Pine Tree Lane, Sherrill Lane, Leuttich Lane, and Poinciana Avenue) along Broadway Avenue West at a total cost of $60,008.22, approve a contingency fund amount of $6,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the STA on behalf of the Village of Estero Council.

Motion by: Councilmember Boesch
Seconded by: Vice Mayor McLain

Action: Approved Supplemental Task Authorization (STA)-2 under RFQ 2019-03 Miscellaneous Contractor Services to Pavement Maintenance, LLC for the engagement of a Contractor to acquire and install bus benches at four (4) locations (Pine Tree Lane, Sherrill Lane, Leuttich Lane, and Poinciana Avenue) along BroadwayAvenue West at a total cost of $60,008.22, approve a contingency fund amount of $6,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the STA on behalf of the Village of Estero Council.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

c. River Ranch Road Improvements Design & Permitting

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

Council Questions or Comments:
None.

Public Comment:
None.

Motion: Motion to approve executing the attached contract with CW3 Engineering to provide River Ranch Road Improvement Design and Permitting services for a not to exceed contract amount of $552,245.00, approve a contingency fund amount of $55,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and Authorize the Village Manager to execute the with CW3 Engineering and any other related ancillary documents on behalf of the Village Council.

Motion by: Councilmember Ribble
Seconded by: Councilmember Boesch

Action: Approved executing the attached contract with CW3 Engineering to provide River Ranch Road Improvement Design and Permitting services for a not to exceed contract amount of $552,245.00, approve a contingency fund amount of $55,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and Authorize the Village Manager to execute the with CW3 Engineering and any other related ancillary documents on behalf of the Village Council.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

d. River Ranch Road Improvements Project Management

Staff Presentation/Comments:
Steve Sarkozy, Village Manager
David Willems, Public Works Director
Council Questions or Comments:
None.

Public Comment:
None.

Motion: Motion to approve executing the attached contract with HighSpans to provide River Ranch Road Improvement project management services for a not to exceed contract amount of $52,548.00, approve a contingency fund amount of $5,300 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract with HighSpans and any other related ancillary documents on behalf of the Village Council.

Motion by: Councilmember Wilson
Seconded by: Councilmember Fiesel

Action: Approved executing the attached contract with HighSpans to provide River Ranch Road Improvement project management services for a not to exceed contract amount of

$52,548.00, approve a contingency fund amount of $5,300 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract with HighSpans and any other related ancillary documents on behalf of the Village Council.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

e. Williams Road Bike-Pedestrian Improvements Project Manager

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

Council Questions or Comments:
Councilmember Fiesel and Vice Mayor McLain.

Public Comment:
eComments:
Louis Frattarelli, Preserve At Corkscrew
Scott Stryker, Bella Terra

Motion: Motion to approve executing the attached contract with HighSpans to provide Williams Road Bike-Ped Improvements project management services for a not to exceed contract amount of $41,934.00, approve a contingency fund amount of $4,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract with HighSpans and any other related ancillary documents on behalf of the Village Council.

Motion by: Councilmember Ribble
Seconded by: Councilmember Fiesel

Action: Approved executing the attached contract with HighSpans to provide Williams Road Bike-Ped Improvements project management services for a not to exceed contract amount of $41,934.00, approve a contingency fund amount of $4,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract with HighSpans and any other related ancillary documents on behalf of the Village Council.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

Nay:
Abstentions:

f. State Legislative & Executive Branch Lobbying Services

Staff Presentation/Comments:
Steve Sarkozy, Village Manager

Council Questions or Comments:
Councilmember Wilson.

Public Comment:
None.

Motion: Motion to authorize the rejection of all of the proposals received under RFP 2021-01 and authorize the Village Manager and staff to negotiate contracts with the two lobbying firms it believes can collectively best represent the Village's interests: Ronald L. Book, P.A. and JEJ & Associates, Inc.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Wilson

Action: Authorized the rejection of all of the proposals received under RFP 2021-01 and authorize the Village Manager and staff to negotiate contracts with the two lobbying firms it believes can collectively best represent the Village's interests: Ronald L. Book, P.A. and JEJ & Associates, Inc.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

9. PUBLIC HEARINGS

a. Resolution No. 2021-17

Resolution No. 2021-17. A Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the Tentative Levying of Ad Valorem Taxes for the Village of Estero, Lee County, Florida, for Fiscal Year 2021-2022; Establishing the Date, Time and Place for a Final Hearing to Adopt the Final Ad Valorem Taxes for Fiscal Year 2021-2022; and Providing an Effective Date.

Staff Presentation/Comments:
Steve Sarkozy, Village Manager

Kyle Coleman, Deputy Village Manager
Chris Phillips. Finance Director
Mike Randolph, Village Attorney

Council Questions or Comments:
Councilmembers Wilson, Boesch, Ward, Fiesel, Vice Mayor McLain, and Mayor Errington.

Public Comment:
None.

Motion: Motion to approve Resolution No. 2021-17.

Motion by: Councilmember Wilson
Seconded by: Councilmember Boesch

Action: Approved Resolution No. 2021-17.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

b. Resolution No. 2021-18

Resolution 2021-18 A Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the tentative Budget for Fiscal Year 2021-2022; and Providing an Effective Date.

Staff Presentation/Comments:
Steve Sarkozy, Village Manager
Kyle Coleman, Deputy Village Manager
Chris Phillips. Finance Director
Mike Randolph, Village Attorney

Council Questions or Comments:
Councilmembers Wilson, Boesch, Ward, Fiesel, Vice Mayor McLain, and Mayor Errington.

Public Comment:
None.

Motion: Motion to approve Resolution No. 2021-18.

Motion by: Vice Mayor McLain
Seconded by: Councilmember Fiesel

Action: Approved Resolution No. 2021-18.

Vote: (Roll Call)
Aye: Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.
Nay:
Abstentions:

10. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS
Councilmembers Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

12. VILLAGE ATTORNEY'S REPORT
None.

13. VILLAGE MANAGER'S REPORT
None.

14. ADJOURNMENT
at 6:55 pm.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
SEPTEMBER 22, 2021

Agenda Item:

Modification to Paid Time Off (PTO) Accrual Policy for fiscal year 2021-2022.

Resolution No. 2021-16 Amending Ordinance No. 2016-09 Adopting Personnel Policies; and Providing an Effective Date.

Description:

As the result of continuing impacts of COVID-19, staff have been unable to take time off as provided in the Village of Estero Personnel Policies; therefore, an additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours of unused Payed Time Off (PTO) will be allowed for fiscal year 2021-2022 only.

Under the current policy, staff must take all accrued PTO or any unused PTO is "lost" on September 30th of each year with the exception of Directors and the Executive Assistant.

Action Requested:

Adopt Resolution No. 2021-16.

Financial Impacts:
The maximum cost would be approximately $33,000 in wages and taxes if the additional 80 hours of PTO for Directors and the Executive Assistant are converted.

Attachments:

1. Resolution No. 2021-16
2. Personnel Policies Excerpt

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021- 16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING ORDINANCE NO. 2016-09 ADOPTING PERSONNEL POLICIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2016-06 establishes the content of and methods for adoption, amendment and revisions to Personnel Policies; and

WHEREAS, Ordinance No. 2016-09 was adopted on June 1, 2016 and amended via Resolution No. 2016-36 on November 16, 2016; and amended via Resolution No. 2019-14 on September 4, 2019; and amended via Resolution No. 2020-17 on September 9, 2020; and;

WHEREAS, the Village Council would like to amend the Personnel Policies in appreciation of the staff efforts during the COVID Crisis to maintain a continuous commitment to high quality service to the community; therefore, Section 3-03 Payed Time Off (PTO) item A.2. of the Personnel Policies needs to be amended to allow for additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours in lieu of accured unused Payed Time Off (PTO) for the fiscal year 2021-2022 only.

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

Section 1. Resolution No. 2021-16 amends Section 3-03 PTO item A.2. as follows:

"For fiscal year 2021-2022, as the result of continuing impacts of COVID-19, staff have been unable to take time off as provided in personnel policies; therefore, an additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours of unused PTO will be allowed for the fiscal year 2021-2022 only."

Section 2. This Resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 9th day of September, 2021.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

A. RATE OF ACCRUAL

1. On October 1st of each year, all regular full-time employees shall accrue PTO in accordance with the following chart:

	ANNUAL ACCRUALS			
LENGTH OF SERVICE	Directors		Staff Members	
	Hours	Days	Hours	Days
Date of Hire	228.0	28.5	152.0	19.0
Beginning 7th Year	240.0	30.0	192.0	24.0
Beginning 14th Year	256.0	32.0	232.0	29.0

2. Any unused PTO will lapse on September 30th of each year, except that Directors and the Executive Assistant may buy-out, that is, be paid for up to forty (40) hours of unused PTO at September 30th, so long as payment is made on or before September 30th in compliance with Village Charter, Section 4 (6) (c), which prohibits unfunded liabilities. As the result of continuing impacts of COVID-19, staff have been unable to take time off as provided in the Village of Estero Personnel Policies; therefore, an additional pay out to Directors and the Executive Assistant of up to a total of one hundred sixty (160) hours of unused Payed Time Off (PTO) will be allowed for fiscal year 2021-2022 only.

3. Hours of accrual in the chart above are based upon employees who work an eight (8) hour work day.

4. Employees who are hired during the middle of the fiscal year shall accrue PTO on a pro rata basis beginning upon the employee's actual date of hire through September 30 of that year. Village Manager has discretion to establish a new employee's Length of Service Level above the minimum included in the chart above.

5. At the Village Manager's discretion, regular part-time employee may accrue PTO in accordance with the chart above on a prorated basis.

6. Accrued but unused PTO will NOT be paid upon employment termination, whether termination is by resignation, retirement, layoff or involuntary termination.

B. Eligibility and Scheduling

A regular employee is eligible to use accrued PTO at any time with supervisory approval. PTO will be used in no less than one-quarter hour (15 minute) increments.

Introductory employees may utilize up to zero days (-0- hours) of PTO during the first six (6) months of employment and up to 5 days (40 hours) during the last six (6) months of their introductory period unless otherwise approved by the Village Manager.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Resolution No. 2021-20 a Resolution of the Village Council of the Village of Estero, Florida, Establishing Meeting Dates, Time, and Location for the Meetings of the Village of Estero Council for 2022; and Providing an Effective Date.

Description:

The Village Council is requested to adopt the annual Council Meetings Calendar for calendar year 2022.

The proposed calendar includes adjustments to shortened meeting schedules in November and December for the holidays.

Of course, the Village Council may make adjustments in this meeting schedule throughout the year. Pursuant to the Village Council Rules of Procedure, the Council may hold special meetings at any time pursuant to the call of the Mayor or majority of Members. Where feasible, 24-hour notice shall be provided in writing or email to each Member. Emergency meetings of the Village Council may be called by the Mayor, Village Manager or three (3) Council Members as deemed necessary. Notices shall specify the subject of the special or emergency meeting.

Action Requested:

Adopt Resolution No. 2021-20.

Financial Impact:

N/A

Attachment:

1. Resolution No. 2021-20
2. Meeting Calendar Schedule

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021 - 20

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ESTABLISHING MEETING DATES, TIME, AND LOCATION FOR MEETINGS OF THE VILLAGE OF ESTERO COUNCIL FOR 2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary to provide for dates, time, and location for Village Council meetings for 2022.

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

Section 1. The Village of Estero Council shall hold its Council meetings in accordance with the schedule attached hereto and incorporated herein by this reference.

LOCATION: 9401 Corkscrew Palms Circle
Estero, Florida 33928

Section 2. The attached schedule is intended to provide general notice as to the time, date, and location of regular Village Council meetings. The schedule is subject to change by the Village Council at any advertised Village Council meeting or workshop. Special meetings and emergency meetings may be scheduled as provided in the Village of Estero Charter, Section 4(5), and by Florida law.

Section 3. This Resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 22rd day of September, 2021.

Attest:

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

2022
COUNCIL MEETINGS CALENDAR

All meetings begin at 9:30 a.m. (unless otherwise noted)

Additional dates may be added for Special Meetings, Workshops, or Public Hearings for major issues

Regular Meeting	Zoning Hearing (if needed)	Regular Meeting	Zoning Hearing (if needed)
January 5	January 12	January 19	January 26
February 2	February 9	February 16	February 23
March 2	March 9	March 16	March 23
April 6	April 13	April 20	April 27
May 4	May 11	May 18	May 25
June 1	June 8	June 15	June 22
July 6	July 13	July 20	
Council Summer Break: July 21st through September 7th			
September 7 (Tentative Budget Hearing 5:30 p.m.)	September 14	September 21 (Tentative Budget Hearing 5:30 p.m.)	September 28
October 5	October 12	October 19	October 26
November 2	November 9	November 16	
December 7	December 14		

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Lobbying Services

Description:

A Request for Proposals was proffered by the Village for the engagement of a firm to provide professional State Legislative and Executive Branch Lobbying Services. This process included the solicitation of Statements of Qualifications from firms, and the reviewing of the firm's qualifications by an evaluation committee.

Six (6) responses were received, and at the first evaluation meeting the committee voted to waive the points-based evaluation; electing instead to interview all firms as the basis of the evaluation – while preserving the competitive bid element of the process as the annual costs were obtained in the RFP responses. Following the interviews and taking into consideration input from the Village's Legislative Delegation and that certain funding sources are becoming an entitlement, it was the consensus of the committee that it would be in the best interest of the Village to reject all of the proposals received and negotiate contracts with the two firms that collectively could best represent the Village's interests.

On September 9, 2021, the Village Council approved the rejection of RFP 2021-01 and the proposals received under it and authorized the negotiation of contracts with two firms: Ronald L. Book, P.A. and JEJ & Associates, Inc. Contract negotiations have been completed with both firms.

Staff has attached firm ownership disclosures of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approve the contracts with Ronald L. Book, P.A. (annual cost: $35,000) and JEJ & Associates, Inc. (annual cost: $36,000) to provide professional State Legislative and Executive Branch Lobbying Services for a one-year period. Grant the Village Manager the authority to renegotiate and execute the renewal of these contracts for three additional one year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Also approve a contingency fund amount of $7,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact:
Total annual cost: $78,000 ($71,000 plus $7,000 for contingency).

Attachments:

1. Contract – Ronald L. Book, P.A.
2. Vendor Disclosure Form – Ronald L. Book, P.A.
3. Contract – JEJ & Associates, Inc.
4. Vendor Disclosure Form – JEJ & Associates, Inc.

THIS AGREEMENT, is made and entered into this ___ day of _____20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and Ronald L. Book, P.A. whose address is 18851 N.E. 29th Avenue, Suite 1010, Aventura, FL 33180, hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Consultant for the purpose of providing State Legislative and Executive Branch Lobbying Services on an annual basis; and

WHEREAS, these services are exempt from being competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of its Scope of Services dated July 2, 2021, and to be attached on an annual basis; and

WHEREAS, the acquisition of these services in this manner was reviewed and approved on September 22, 2021 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Consultant for the rendering of those services described in the Scope of Services until September 21, 2022 with the option to renew for three (3) additional one (1) year periods.

NOW, THEREFORE, the Village and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.
RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Scope of Services submitted by Consultant dated July 2, 2021 is hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) This Agreement and any Exhibits or Amendments thereto;

2) Consultant's Scope of Services Dated as submitted to the Village on July 2, 2021.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Consultant to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those tasks listed in the Scope of Services actually performed by Consultant. The total payment to Consultant will not exceed $35,000 annually for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3 Payment for tasks will be on a Flat Monthly Rate basis as per Exhibit B attached hereto.

3.4. Consultant must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant.

3.5. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee.

3.6. Village will pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Consultant that funding for any successive fiscal years may be contingent upon appropriate of monies by the Village

Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Consultant or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

4.1. Consultant will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Consultant, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Consultant will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Consultant. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Consultant will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Consultant to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All work product produced by Consultant shall be subject to Chapter 119, Florida Statutes Public Record Law and shall be retained by Consultant for 5 years. All as required under Article 13. Consultant will need to have software compatible with the Village to transmit and receive information. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. The Village will furnish to Consultant, upon request of Consultant and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Consultant will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will review all documents, plans, or other materials provided by Consultant in a timely manner so as to not delay the process of the Consultant.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Consultant: Ronald L. Book, P.A. Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Consultant each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after

completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Consultant must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14.
INDEMNIFICATION

14.1. For ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must carry a commercial liability, and professional liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Consultant will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

16.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 18.
SUSPENSION OF CONTRACT

18.1. Should the Village conclude that it will not have any legislative priorities for an upcoming Legislative Session, the Village shall provide written notice to Ronald L. Book, P.A., prior to the anniversary date of the then annual term, of such determination. In such an event that the contract, including monthly payments, shall be suspended for that annual term. Upon the commencement of the next annual contract term, the contract, including the monthly payments shall resume.

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IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Ronald L. Book, P.A.

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: Ron Book

Title: CEO

Date: 9/15/21

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By:_____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Burt Saunders, Village Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

STATE LEGISLATIVE & EXECUTIVE BRANCH LOBBYING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW
To provide State Legislative and Executive Branch Lobbying Services to the Village of Estero.

B. SCOPE OF SERVICES
Services shall include, but are not limited to: Providing a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all matters contained within the Village's State legislative agenda, assigned executive branch projects, and other issues or projects of the Village as assigned by the Village Manager and/or his designee.

C. SCHEDULE
As scheduled and requested.

D. COMPENSATION
Flat Monthly Rate $2,916.66 (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

As stated in Ronald L. Book, P.A.'s Scope of Services dated July 2, 2021, and attached to this contract.

Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

State Legislative and Executive Branch Lobbying Services
RFP 2021-01
Village of Estero, Florida
SEALED PROPOSAL

Submitted by:

Ronald L. Book, P.A.

Aventura

Harbour Centre
18851 N.E. 29th Avenue, Suite 1010
Aventura, FL 33180
P: 305-935-1866 | F: 305-935-9737

Tallahassee

104 West Jefferson Street
Tallahassee, FL 32301
P: 850-224-3427 | F: 850-224-3361

E-mail: Ron@rlbookpa.com

Bid End Date: July 2, 2021, at 12:00 PM

Village of Estero, Florida
VIA: Electronic / Email Submission

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TAB 1

QUALIFICATIONS AND EXECUTIVE SUMMARY

- On behalf of **Ronald L. Book, P.A.** included within this section is our firm's transmittal letter.

Ronald L. Book, P.A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

July 2, 2021

Mr. Bob Franceschini, C.P.M., CPPB
Procurement Manager, Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: RFP 2021-01 State Legislative and Executive Branch Lobbying Services

On behalf of Ronald L. Book, P.A. I am pleased to enclose our team's proposal to provide State Legislative and Executive Branch Lobbying Services for the Village of Estero, as described in the Village RFP 2021-01. Our proposal contains information detailing the services our firm offers, including our qualifications and a sampling of accomplishments.

Our firm has a long history of working in Tallahassee, with broad experience on issues, and strong bipartisan relationships, making us uniquely qualified to represent the Village of Estero.

For over three decades, my firm has been providing professional services to local government entities. Simply put, we have the experience and expertise to assist the Village of Estero in navigating the complexities of securing specific budget priorities, crafting strategies to achieve success in the passage or defeat of legislation, and engaging with the executive and regulatory agencies, vital in the implementation of appropriations or regulatory rule making. We are eager to work as your advocate, providing you with reliable representation and strategic direction to navigate the political landscape in every arena of Florida government.

As required by the RFP, I affirm that Ronald L. Book, P.A., and all assigned professional staff possess all licenses, registrations, certifications, and experience required to provide the requested services in the State of Florida and in Lee County.

We are excited for the opportunity, and we thank you for your consideration. We are available to answer any questions about our proposal and to discuss this matter in further detail.

Sincerely,

Ronald L. Book
President and CEO

18851 N.E. 29 Ave., Ste. 1010, Aventura, FL 33180

Executive Summary and Description

On behalf of **Ronald L. Book, P.A.** I am pleased to enclose our proposal to provide State Legislative and Executive Branch Representative Services for the Village of Estero, as described in the RFP 2021-01.

Our proposal contains information detailing the services our firm offers, including our qualifications, and a sampling of accomplishments. Our firm has a long history of working in Tallahassee, our broad experience on issues, and our strong bipartisan relationships makes us uniquely qualified to continue to represent the Village.

Ronald L. Book, P.A. is a law firm that was incorporated in the state of Florida on January 29, 1987. Ronald L. Book is President and Chief Executive Officer and the firm's specialty is government affairs. As well as Mr. Book's proposed representation, the firm's associate lobbyists, Ms. Kelly C. Mallette, and Ms. Rana G. Brown, each with diverse experience and unique insight into the legislative process, would perform the secondary responsibilities in the firm's representation.

Due to our long history of service to government entities, Ronald L. Book, P.A. has the experience and expertise to assist the Village in navigating the complexities of securing specific budget priorities, crafting strategies to achieve success in the passage or defeat of legislation, and engaging with the executive and regulatory agencies who are vital in the implementation of appropriations or regulatory rule making. We are eager to continue to work as your advocate, providing you with reliable representation and strategic direction to navigate the political landscape in every arena of Florida government.

The firm has developed a diverse client base of business, industry, small and larger local governments, hospitals and health care districts, professional associations and not-for-profit organizations. Firm professionals are long-time fixtures in Tallahassee politics and have long-term, established relationships with legislators, executive agencies and staff.

Ronald L. Book, Esq. is the principal and sole owner of Ronald L. Book, P.A. He serves as the firm's President and Chief Executive Officer, and is personally involved in all aspects of the firm's practice. Kelly Mallette is the firm's Director of Government Affairs, and Rana Brown is a Government Affairs Consultant in the firm.

Ronald L. Book, P.A. is consistently ranked in the top five Tallahassee lobbying firms amongst various media sources and others who follow Tallahassee politics. The firm has a long history representing Fortune 500 companies, government entities such as cities and counties, hospitals and health care districts, professional associations, and not-for-profit groups throughout Florida. Operating full-time offices in Aventura and Tallahassee affords the firm principals consistent proximity to clients and legislators, providing access to, and visibility amongst, key decision-makers.

Since the firm's opening, Ron has developed a client list that is literally a "who's who" of local governments, busines and industry, health care and not-for-profit associations. Our reputation as well prepared and tireless advocates for those the firm represents, and as dedicated to our client's causes which has earned us a place in the upper echelon of Tallahassee power. Associates, clients and lawmakers describe Ron Book and his firm as committed, tenacious, knowledgeable and credible.

We have experience with a vast array issues including appropriations, economic development, environmental remediation, public finance and tax issues, human and social services, transportation, growth management, health care, seaports and aviation, and many, many more. If it is an issue that you have read about, Ronald L. Book, P.A has been at the center of the debate, influencing the decisions of policymakers for the past 44 legislative sessions.

Ronald L. Book, P.A. is a law firm specializing in government affairs and consulting. The firm is a for profit, subchapter "S" corporation, incorporated in Florida on January 29, 1987. The firm's founder and sole owner is Ronald L. Book, an attorney licensed to practice law in Florida, who also serves as the firm's president and chief executive officer.

Firm Size: The firm has six employees: the firm principal, two firm executive employees, two executive support employees and one administrative director for our Tallahassee location. We also employ 4 – 6 seasonal employees who are legislative interns and assist in our Tallahassee office.

- Individual resumes for members of Ronald L. Book, P.A. are included at the end of this section.

Location: The firm's President and Chief Executive officer primarily works out of the main office/headquarter located in Aventura. Firm professional staff is headquartered there as well. Additionally, we have an office in Tallahassee which is fully staffed, and operational year-round. Firm professionals work in the Tallahassee office throughout the legislative session and are there regularly throughout the year

Aventura Office
18851 N.E. 29th Avenue, Suite 1010
Aventura, FL 33180
305.935.1866 Office
305.935.9737 Fax
Contact: Ronald L. Book
ron@rlbookpa.com

Tallahassee Office
104 W. Jefferson Street
Tallahassee, FL 32301
850.224.3427 Office
850.224.3361 Fax
Contact: Ronald L. Book
ron@rlbookpa.com

Ronald L. Book, P.A. Client List

Below please find the list of government and private clients for Ronald L. Book, P.A. through FY 2021. Ronald L. Book, P.A., has no actual nor potential conflicts of interest that would preclude the firm from representing the Village of Estero and fulfilling the requirements as outlined in RFP-2021-01.

1-800 Contacts
7-11, Inc.
AJT Media
Affinity Waste Solutions
Ashbritt
AT&T
Atlantic Pacific Communities
Auto Tag Management Group
Automated Healthcare Solutions
AutoNation, Inc
Bal Harbour Village
Best Buddies International
Biscayne Bay Pilots
Brevard County
Broward County
Casa Familia, Inc.
City of Aventura
City of Cooper City
City of Coral Gables
City of Dania Beach
City of Doral
City of Fort Lauderdale
City of Lauderdale Lakes
City of Marathon
City of Marco Island
City of Margate
City of Miami Beach
City of Miramar
City of North Bay Village
City of North Miami
City of North Miami Beach
City of Palm Bay
City of Pinellas Park
City of Riviera Beach
City of Sunny Isles Beach
City of Sunrise
City of Tallahassee
City of Tamarac
Dealer Services Network, LLC
Diabetes Research Institute Foundation, Inc
Driver's Rights Inc
Equifax
Florida Apartment Association
Florida Association of Motorist Service Providers, Inc
Florida Association of Public Insurance Adjusters
Florida Association of Rehabilitation Facilities, Inc
Florida Distributing Company
Florida High School Athletic Association
Florida Network of Children Advocacy Centers
Florida Pet Retailers
Florida Power & Light Company
Florida Regional Councils Association
Fort Myers Community Redevelopment Agency
Gannett Media Group
GEO Group, Inc, The
Gold Coast Beverage Distributors, Inc
Grant Street Group
Hard Rock Stadium
JARC Florida
Jewish Community Services of South Florida
K.A.S. & Associates, Inc.
Keiser University
Livongo
Learning Ally
Miami Beach Community Health Center
Miami-Dade Transportation Planning Organization (TPO)
Miami Jewish Health Systems
Miami Project/Buoniconti Fund to Cure Paralysis
Miami-Dade County
Miami-Dade County Public Schools
Museum of Discovery & Science
Neptune Wholesale, Inc
New Horizons Community Mental Health Center, Inc
North Broward Hospital District (d/b/a Broward Health)
OpenGov
Palmetto Surety Corporation
Penn Credit
Performance Title Services, Inc
Public Health Trust-Jackson Memorial Hospital
SEED Foundation, Inc., The
Seminole County Board of County Commissioners
Solemia
South Broward Hospital District
South West Florida Enterprises
Sturgeon Aquafarms at Bascom Farms
Title Clerk Consulting Company, LLC
Town of Davie
Town of Fort Myers Beach
University Area Community Development Corporation
University of Miami
Village of Royal Palm Beach
Vitas Healthcare Corporation
Wellpath Recovery Solutions, LLC
Wellpath, LLC
White Rock Quarries
Whitman Family Development
Woolpert, Inc.

- As required by RFP 2021-01, Ronald L. Book, P.A. has no business related claims, arbitrations, administrative hearings, or lawsuits that are pending or were filed during the last three (3) years by or against the firm or its members, predecessor organization(s), or any wholly owned subsidiary (including but not limited to those claims, arbitrations, administrative hearings and lawsuits that allege negligence, error, or omission, default, termination, suspension, failure to perform, or improper performance contract or legal duty).

TRUIST

Office: 954-233-0444
Mobile: 305-978-7067
515 E. Las Olas Boulevard,
Fort Lauderdale, FL 33301

Michael R. Brin, CFP®, MBA
Senior Vice President
Wealth Advisor / Truist Wealth
Michael.Brin@Truist.com

June 28, 2021

Village of Estero
Mr. Bob Franceschini, C.P.M., CPPB, Procurement Manager
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Village of Estero RFP 2021-01 State Legislative and Executive Branch Lobbying Services

Dear Mr. Franceschini,

Pursuant to my client's request to furnish this letter to you, please be advised of the following information:

Ronald L. Book PA has been out client since 1987 through this Bank and various predecessor banks that have been consolidated through merger. Our records indicate that this entity has maintained substantial balances in excess of several million dollars. Mr. Book's accounts have always been handled as agreed.

Please reach out to me at your convenience should you have any questions.

Very Truly Yours,

Michael R. Brin, CFP®, MBA
Senior Vice President
Wealth Advisor

TAB 2

COMPANY EXPERIENCE AND REFERENCES

Ronald L. Book, P.A. References

Below are five (5) firm references with services required that are similar in scope to the requirements outlined in the Village of Estero, RFP 2021-01.

Client Name: City of Aventura
Address: 9200 W Country Club Dr, Aventura, FL 33180
Client Contact Information: Mr. Ron Wasson, City Manager
Client Contact Telephone and Email: 305.466.8910 rwasson@cityofaventura.com
Term of Engagement: 1995 - Present
Total Cost of Services: $52,500
Description of Work Provided: All services provided are commensurate with the requirements outlined in Village of Estero, RFP 2021-01. Specific examples of work on behalf of the City includes condominium regulation and stormwater funding. One area of ongoing concern for the City is the issue of condominium regulation. An area of ongoing concern for the City is the issue of condominium regulation. Over the course of several years, multiple versions of adverse condominium legislation were proposed, which would have been detrimental to the residents of Aventura, a city with a majority of residents living in condominium neighborhoods. On behalf of the city, we have been able to successfully fight off all of the detrimental language proposed. We have secured funding for improvements to multiple stormwater projects, seawall restoration improvements, and roadway curbing projects to mitigate flooding.

- $470,000 - Aventura Curbing of Swale Flooding on Country Club Drive (2021)
- $252,106 – Aventura Curbing of Swale Flooding Country Club Drive (2019)
- $200,000 – Aventura NE 183rd Street Seawall Restoration Improvements (2018)
- $100,000 – Aventura NE 191st Street Stormwater Retrofits (2017)
- $425,000 – Aventura NE 29 the Place Stormwater System Retrofits (2014)

Client Name: City of Marco Island
Address: 50 Bald Eagle Dr, Marco Island, FL 34145
Client Contact Information: Mike McNees, City Manager, Mike Murphy, Fire Chief (retired)
Client Contact Telephone and Email: 239.389.5000 mmcnees@cityofmarcoisland.com
Term of Engagement: 2014 - Present
Total Cost of Services: $60,000
Description of Work Provided: All services provided are commensurate with the requirements outlined in Village of Estero, RFP 2021-01. A specific example of work on behalf of the City involves COPCN Licensing: Pursuing legislation that would allow for the City to apply for a COPCN license directly from the State. During the 2018 Session on behalf of the City of Marco Island, we pursued and passed a local bill allowing the City to apply for and be issued a Certificate of Public Convenience and Necessity (COPCN) directly from the State. The bill allowed for the Florida Department Health to issue the City a COPCN license to provide basic and advanced life support services, without the city obtaining a COPCN from Collier County. The local bill provided that the DOH could issue the City of Marco Island a license directly, to provide basic and advanced life support services. This would require the City to meet the statutory requirements for the issuance of a license including fees, provide equipment, meet departmental

standards, maintain insurance providing coverage for injury, death, and property damage, and pass a ballot item approved by the majority of electors voting in support.

Client Name: City of Miami Beach
Address: 1700 Convention Center Dr, Miami Beach, FL 33139
Client Contact Information: Michele Burger, Chief of Staff to the Mayor
Client Contact Telephone and Email: 305.673.7035 MicheleBurger@miamibeachfl.gov
Term of Engagement: 2017 - Present
Total Cost of Services: $41,254 (as subcontractor on lobby team)
Description of Work Provided: All services provided are commensurate with the requirements outlined in Village of Estero, RFP 2021-01. A specific example of work on behalf of the City includes working against the multiple year proposed state preemption of local regulation of vacation rentals. Throughout the last several Legislative Sessions we have continued to play a major part in fighting this state preemption, working closely with the Florida League of Cities (FLC) and Rutledge Ecenia, to oppose this bill. Throughout, we worked to gather support for several substantive, issue-based amendments in an effort to call attention to expected issues with a local government preemption of regulation to the state. In addition to the City of Miami Beach, we worked on behalf of many of our municipal clients, including the Cities of Doral, Coral Gables, Sunny Isles Beach, and others, over the past several years.

These critical issues that would arise from a state preemption of regulation include the need for a registry, enforcement and a notification process for sexual offenders staying in a vacation rental; requirement of licensure and inspection of vacation rental by DBPR allowing inspectors right of entry and access to vacation rental establishments at any reasonable time; clarification that Condominium and Homeowner Associations rules and bylaws remain in effect as it pertains to limiting an owner's use of property as a vacation rental; and the creation of a reporting system for instances of discrimination. Other issues include occupancy limits, excess noise, trash, parking, and neighborhood safety. See SB 188, HB 425 (2017), SB 1400, HB 773 (2018), HB 987, SB 824 (2019), SB 1128, HB 1011, (2020), SB 522, HB 219 (2021). We have successfully been able to maintain local regulation of vacation rentals.

Client Name: City of Sunny Isles Beach
Address: 18070 Collins Avenue Sunny Isles Beach, FL 33160
Client Contact Information: Mr. Chris Russo, City Manager
Client Contact Telephone and Email: 305.792.1731 crusso@sibfl.net
Term of Engagement: 1997 - Present
Total Cost of Services: $60,000
Description of Work Provided: All services provided are commensurate with the requirements outlined in Village of Estero, RFP 2021-01. Examples of work on behalf of the City, over the course of our representation, is securing funding for drainage improvements, for two pedestrian bridges, and the restoration of a beach pier, an important economic development project. Needed for resident and tourist safety, the two pedestrian bridges span the busy main street of A1A, and are the North Bay Road Emergency Pedestrian Bridge and the Pedestrian Bridge on Collins Avenue at Government Center. These pedestrian bridges are located in two highly traveled areas, and would provide safe crossings for its many tourists as they access the beach. Lastly, as noted above within the Miami Beach summary, the vacation rental issue was also a high priority for the City of Sunny Isles Beach.

- $500,000 - Sunny Isles Beach Pedestrian Bridge at Collins Avenue at Government Center (2021)
- $425,000 - Sunny Isles Beach Pedestrian Park Bridge (2019)
- $300,000 - Sunny Isles Beach Drainage Improvements (2017)
- $500,000 - Sunny Isles Beach Emergency Pedestrian Bridge (2016)

Client Name: City of Tamarac
Address: 7525 NW 88th Ave, Tamarac, FL 33321
Client Contact Information: Mr. Michael Cernech, City Manager
Client Contact Telephone and Email: 954.597.3510 michaelc@tamarac.org
Term of Engagement: 2001 - Present
Total Cost of Services: $60,000
Description of Work Provided: All services provided are commensurate with the requirements outlined in Village of Estero, RFP 2021-01. A specific example of work on behalf of the City is in the area of education, specifically related to ensuring that children of city residents and children of city employees receive enrollment preference for admission. The City of Tamarac was in the process of negotiating the use of City land for charter school purposes. State law provided that if the City held the charter then municipal boundaries were clear, however, it did not address instances where the City did not hold the charter, but was providing significant resources, such as land. We passed an amendment clarifying that when a municipality is involved in this kind of partnership, the children of residents as well as the children of city employees are given first consideration for admission.

ADDITIONAL STATEMENT

- As required by RFP 2021-01, Ronald L. Book, P.A. understands that we recognize that the Village of Estero reserves the right to evaluate our proposal on our past performance and any prior dealings with the Village as part of our experience criteria.

TAB 3

PLAN OF APPROACH AND PERSONNEL

Plan of Approach

Ronald L. Book, P.A. In our approach, we abide by three key principles when organizing and managing lobbying activities and projects for our clients.

1. **Be Prepared.** We assist our clients in the preparation of a substantive legislative agenda, with concise, defined goals that is readily available prior to the commencement of the legislative session. It is also important to be prepared every time, as a lobbyist, you walk through the doors of the state Capitol. We prepare by learning and knowing your issues, so that we can easily communicate the message. We are well prepared for every interaction with a legislator or staff member and every committee appearance. We are also prepared with support materials, including draft language, talking points and budget figures. Providing accurate information in a professional and timely fashion is critical to success.

2. **Work Hard.** In Tallahassee, there is simply no substitute for hard work. We are proud that our firm is known as one of the hardest working firms in Tallahassee. We start early and finish late. Issues at the state Capitol can change in an instant. As a client, it is important for you to know that we are available 24-hours a day, 7-days a week during the legislative session. We know that in order to be successful, every minute counts. Whether it is weekend budget conference meetings or late night floor debate and amendments, our team will be in the Capitol representing Village interests. We have the dedication and determination to get the job done.

3. **Communicate.** Ease in communication and accessibility are essential to accomplishing your goals. We have an open door policy in our office, and will make ourselves easily available to the Village staff and officials during the session. We are easily reachable, through phone, email, text messages, and our office staff always knows where to find us. Whether it is a quick meeting in the Capitol to review a newly filed amendment, a late night review of the activities of the day or an early morning meeting or conference call with a committee chairman, we are prepared to communicate with you – and communicate your message – at all hours. We also take great pride in providing informative, accurate and timely formal written reports, email updates as necessary, and Village meetings as requested.

Mr. Book will serve as the direct contact to the Village of Estero. It would be Mr. Book's responsibility to work directly with appropriate Village staff on issues to come before the Legislative and Executive branch. His associates, Ms. Mallette and Ms. Brown will work with Mr. Book, in consultation with Village staff, on issues based on each individual's area of expertise.

Due to the fast-paced nature of the legislative process, our approach must be aggressive and seamless. Throughout our long history working in Tallahassee, we have been available at a moment's notice to discuss strategy, provide intelligence or respond to a crisis.

We pledge that we will treat every issue – every amendment, every bill, and every budget request – as a priority, and we will adopt a proactive approach. Furthermore, we understand that the legislative process is not a process that begins and ends in the 60-day legislative session, but rather a year-round process that requires constant vigilance, commitment, and dedication.

Our approach to representation of the Village of Estero before the Legislature and Executive branch of Florida government, is wide-ranging. More specifically, our firm specializes in providing the following services during the 60-Day legislative session and throughout the year. Our comprehensive approach includes the following action items:

- Work closely with the Village staff to ensure a strong and consistent legislative program, in the development of the annual legislative agenda, and the Village's funding request objectives to address the Village's objectives and positions.
- Promote and advance all of the Village of Estero legislative issues and funding objectives from start to end, securing sponsors, having the issue heard in committees and by the full Legislature, and though the executive branch to completion.
- Raise, discuss, and recommend any affirmative legislative action that may benefit the Estero.
- Assign a designated person to closely monitor, review and advise on all substantive floor amendments and bills.
- Assist with the drafting and analysis of proposed legislation, and recommending amendments as necessary.
- Provide a full range of lobbying, legislative counsel, and advocacy services including representing the Village by testifying at committee meetings on behalf of the Village objectives.
- Prepare reports advising the Village of the current status of legislation during the legislative session.
- Report and meet with Village staff on a weekly or as needed basis during the legislative session, interim committee meetings and special sessions on those issues important to the Village and the actions taken on such issues.
- Report and be available to meet with the Village as needed when the Florida Legislature is not in session.
- Prepare weekly reports during session, advising the Village of the current status of all issues that they are monitoring or tracking that may affect Estero, actions taken on such issues, and recommendations for future action on issues.
- Be available on a 24-hour basis during session; assist in drafting, interpreting, and monitoring legislation and regulations; draft legislation, amendments, proviso language, position papers, and testimony.
- Arrange for meetings with members of the House and Senate leadership, the Lee County Legislative Delegation, and other members of the state Legislature, including those in leadership positions and on key committees, senior staff of the state legislature and key officials in the Governor's office and critical state agencies. Coordinate with the Florida League of Cities and municipal lobbyists, creating coalitions to affect wide ranging municipal issues, as needed throughout session.
- Provide a comprehensive end of session report detailing the resolution of all issues worked on for the Village.
- Work to advance Village issues within the Executive Branch of government, including State agency's as it pertains to policies and regulations, rules, departmental grants, and funding issues.

Our firm offers unparalleled knowledge and experience in the political process, gained from direct participation in the process. Each member of our firm has, at one time or another, worked for government. Hence, we bring the kind of perspective that only an "insider" can offer. With nearly 100 years of experience in legislative affairs between us, we stand ready to continue our representation of the Village of Estero. We are confident that we can provide meaningful and effective service as we work toward accomplishing your legislative goals.

Personnel

Ronald L. Book, Esq. | Founder, President and CEO
Ronald L. Book, P.A.
Mr. Book is President and Chief Executive Officer of Ronald L. Book, P.A., a law firm that specializes in government affairs. Established in 1987, it is considered one of the premier lobbying firms in the state. Ron's history in the Florida political process dates back to the 1970's, when he began working for the Florida Legislature. He later served as Special Counsel to Florida Governor Bob Graham and as Director of the Administrative and Governmental Law Department for Miami-based Sparber, Shevin, Shapo, Heilbronner & Book, one of Florida's most influential law firms from 1977 to 1987.

It is difficult to narrow Mr. Book's areas of expertise to simply a few. He has experience with a vast array issues including appropriations, economic development, environmental remediation, public finance and tax issues, human and social services, transportation, growth management, health care, seaports, and aviation, and many, many more. Simply put, if it is an issue that you have read about, Mr. Book has been at the center of the debate, influencing the decisions of policymakers for the past 45 legislative sessions.

Over his career, Mr. Book is responsible for literally, billions in appropriations to various clients. During the 2017 and 2018 sessions, the firm secured over $200 million for clients, more than $24 million of which was for local water projects. In addition to that, Mr. Book has the following iconic, legacy accomplishments, of which the firm is very proud.

- Negotiation of Port of Miami Tunnel Project, which Mr. Book revived after it was shelved by the Governor;
- Passage of the Extremely Low-Income housing program and $30 million in initial funding;
- Reauthorization of the Affordable Housing Surtax for Miami-Dade County;
- Dedicated revenue source amounting to millions for the Miami Project to Cure Paralysis
- $50 million special appropriation for Jackson Health System
- Passed legislation authorizing a long-term lease ($1 per year) of the South Florida Evaluation and Treatment Center for Miami Dade County, which yielded an $18 million savings to the County
- $55 million for the Port of Miami Deep Dredge

Mr. Book is a member in good standing of the Florida Bar. He is a registered lobbyist and a member of the Florida Association of Professional Lobbyists.

Kelly C. Mallette | Senior Director of Government Affairs
Ronald L. Book, P.A.
Kelly Mallette has been a lobbyist in the firm for 18 years. She provides lobbying and advocacy services for numerous firm clients, including not-for-profit organizations, professional associations, and multiple local governments. She has been instrumental to the firm in securing funding for special projects and making various substantive changes which are now law in Florida. Kelly is known amongst the firm's clients for her superior communication skills, both verbal and written. It's not unusual for a client to see Kelly's writing end up in official documents like veto messages, speeches, and substantive legislation. Kelly's experience as a Senate aide to the former Chairman of the Senate Appropriations Subcommittee on Health and Human Services has provided her with a unique insight into Florida's budget process, including knowledge of important policies and priorities, and strong relationships with appropriations staffers.

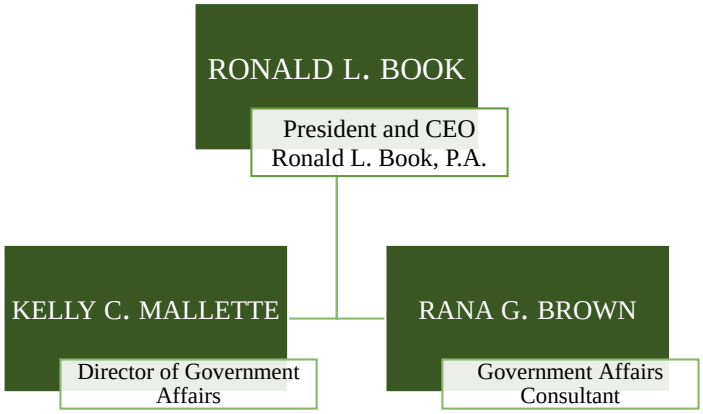
Kelly's entry into Tallahassee politics began many years ago, when, at the age of 19, she worked as an intern to one of Florida's most recognized lobbyists. She later served as Senior Policy Advisor to the Mayor of Miami. Active in Republican politics, Kelly is on the Board of Directors of the Miami-Dade Republican Party, and is also the chair of the Finance Committee. She was named Republican of the Year for Miami-

Dade County in 2015, and she has been a delegate at each of the last three Republican National Conventions. Kelly recently served a 4-year term as a Commissioner in the Village of Biscayne Park, her hometown. She is a registered lobbyist and a member of the Florida Association of Professional Lobbyists.

Rana G. Brown | Government Affairs Consultant
Ronald L. Book, P.A.
In 2008, Rana Brown joined Ronald L Book, P.A., with over 16 years of experience in government affairs. Ms. Brown is a Government Affairs Consultant for Ronald L. Book, P.A. She specializes in legislative procedure with emphasis on state and local government and various private sector interests.
Ms. Brown works directly with all firm local government clients, providing direct legislative and appropriations services, and for the Florida Regional Councils' Association, a statewide organization.

Her work with multiple local governments as well as with the Florida Regional Councils' utilizes her in-depth knowledge of municipal issues. Prior to joining Ronald L. Book, P.A., Ms. Brown headed the Advocacy Department of the Greater Miami Chamber of Commerce where she was tasked with an overall restructure of the Chamber's government affairs department, to address issues affecting the business community at the local, state, and federal levels. Prior to her work at the Chamber, Ms. Brown held the position of Assistant Director of Intergovernmental Affairs within the office of the Mayor of Miami-Dade County, where she worked on behalf of the County before the Florida legislature, state agencies and executive branch. Ms. Brown's experience also includes nine years as staff in the Florida Senate, several of which were in the office of the Senate President, and six years as a legislative assistant to a South Florida legislator. Ms. Brown holds a B.A. in History from Florida State University. She is a registered lobbyist and a member of the Florida Association of Professional Lobbyists.

Ronald L. Book, P.A. Organizational Chart and List of Personnel



- **Ronald L. Book, P.A. project director and assigned executive staff:**

Ronald L. Book, Ronald L. Book, P.A. For this engagement, Mr. Book will serve as the lead lobbyist and project director for the firm on behalf of the Village of Estero. He will work with the Village to devise the general, overall strategy for implementing the government affairs program and legislative package. Mr. Book will also provide all traditional lobbying duties, including, but not limited to arranging meetings with legislators, preparing legislation, including substantive bills and amendments, preparing any budget documents, preparing support materials, and appearing and testifying before committees, as necessary. Mr. Book, as President and CEO of Ronald L. Book, P.A., is authorized and responsible to act on behalf of the Village of Estero with respect to directing, coordinating and administering all aspects of the services to be provided and performed.

Rana G. Brown, Ronald L. Book, P.A. Ms. Brown will assist with all traditional lobbying activities as described above.

Kelly C. Mallette, Ronald L. Book, P.A. Ms. Mallette will assist with all traditional lobbying activities as described above.

Key Professionals Responsible for Services					
Professional	**Title**	**Firm**	**Years at Firm**	**Public Entity Experience**	**Professional Designations**
Ronald L. Book	President and CEO	Ronald L. Book, P.A.	34 (Mr. Book founded the firm in 1987)	48 years	Attorney and member in good standing of the Florida Bar. Member of the Florida Association of Professional Lobbyists.
Kelly C. Mallette	Senior Director of Government Affairs	Ronald L. Book, P.A.	19	27	Member of the Florida Association of Professional Lobbyists.
Rana G. Brown	Governmental Affairs Consultant	Ronald L. Book, P.A.	14	30	Member of the Florida Association of Professional Lobbyists.

- **Individual resumes for members of Ronald L. Book, P.A. are included within this section.**

Summary of Experience and Qualifications

Ronald L. Book, P.A. has a depth of knowledge and experience in the legislative, appropriations, administrative, and regulatory processes at the state level. To illustrate this experience, listed below are accomplishments we have had on behalf of our local government clients in the issue areas outlined in Attachment A – State Lobbying Issues, for your review.

Finance and Taxation: Our firm has been involved in many finance and taxation issues, perhaps the most notable accomplishment is the renewal of the Miami-Dade County Affordable Housing Surtax. Also, we worked with the County team for the approval of legislation which implemented Amendment 4, and provided a tax exemption of 80% of the value of solar and renewable energy devices from property taxes on real and tangible personal property. However, the most significant finance and taxation issue was during the 2017 session which was legislation to place a constitutional amendment on the ballot that would provide an additional $25,000 homestead exemption.

Environmental Issues:

Water and Sewer Issues/Projects: Local government water projects provide flood relief, water quality issues, septic to sewer conversions, large scale drainage pipe and sewer upgrades and repairs, are often funded through what is known as the water project process. On behalf of our municipal clients as you will see within this section, our firm has immense experience with appropriations funding through the water project process, and combined, we are responsible for multiple millions in funds for water projects appropriated by the Legislature. We excel at the water project process because we work closely with our municipal clients to file projects that meet or exceed House and Senate standards.

Resiliency Initiatives: We have worked with various local governments to advise and secure funding for resiliency projects and surrounding policy at the state and local levels, including grant application in the area of undergrounding, an expensive endeavor, sought state-wide. It is critical that local governments focus on seeking policy directives and incentives including financing and funding for storm hardening projects and the undergrounding of electrical lines, at both the State and County levels.

Funding for Environmental Issues: We have worked to encourage funding for Everglades restoration, and supported efforts to provide additional water storage south of Lake Okeechobee to reduce discharges, which included $64 million. We additionally supported efforts to ensure the Legislature approved $50 million for repairs to the Herbert Hoover Dike. Those funds are in addition to $109 million provided for the Comprehensive Everglades Restoration Plan (CERP) in the 2017-18 Appropriations Act. We have also assisted in ensuring that the state provides adequate mosquito control to prevent the spread of the Zika virus as well as access to health-related funds for Zika testing and treatment.

Florida Keys: Representing the City of Marathon, our firm is part of a Keys-wide municipal and county team that has worked over several years, to successfully secure tens of millions of dollars in funding for municipal projects located in the Florida Keys Area of Critical State Concern. Funding is specifically to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern (as authorized pursuant to s. 259.045, F.S.), with increased priority given these acquisitions that achieve a combination that includes protecting Florida's water resources and water recharge.

Transportation Issues/Transit Funding: On behalf our various county and municipal clients, transportation and transit funding issues remain key priorities. Below are examples of our work in this area.

- On behalf of the Miami-Dade TPO/MPO, this Session we successfully amended s. 338.166, F.S., to allow flexibility in the use of toll revenue remaining after bond debt payments, operations and maintenance, for transportation projects, including transit, within counties where revenues were collected. Previously, Florida law allowed for the toll revenues to be used solely for roads on the State Highway System, and for express bus service on the facility where the toll revenues have been collected. With Miami-Dade County unable to accommodate new roads, millions in funding remained unused. Working FDOT and other entities, we developed amendment language that would allow toll revenues to be used not only for roads and express bus service, but also for other public transportation projects. In Miami-Dade County, surplus funding estimates are approximately $50 million or more. Broward County is also positively affected as the County also generates surplus funds.
- Our firm has worked closely with Legislative leadership as well as the South Florida Delegation, to ensure full funding of the Miami-Dade County Transportation Five Year Plan over the last several years. Additionally, we assisted in the approval of the passage of legislation that requires the Miami-Dade Expressway Authority, (MDX), to dedicate a portion of its surplus revenues to transportation and transit-related expenses for projects in municipalities and counties in which MDX operates.
- We have worked to pass legislation that addresses insurance liability issues for the South Florida Regional Transportation Authority (SFRTA) which operates commuter rail service in Palm Beach, Broward, and Miami-Dade counties. Legislation allowed the SFRTA to indemnify the Florida East Coast Railway (FECR), and All Aboard Florida (AAF).
- On behalf of Miami-Dade County, we worked closely with the local delegation and the Secretary of the Florida Department of Transportation, to secure a commitment from the Florida Department of Transportation, that funds in support of Miami-Dade's SMART plan, as an extension of the existing Metrorail line, would not be subject to the 12.5 percent funding limitation.
- Regarding municipal representation on the local MPO/TPO, the City of Doral, and the City of North Miami Beach, are two rapidly growing cities. Both of which were reaching the required population threshold of 50,000 that would allow them a seat on the local MPO. A few years ago, an amendment to the state's transportation package was filed that would have restructured the membership of the MPO and raised the population threshold from 50,000 to 60,000, intended to exclude growing metropolitan area cities. Our firm quickly mobilized and successfully worked with the parties involved to remove that provision and keep the population threshold at 50,000.
- On behalf of the City of Miami Gardens our firm provided representation related to necessary pedestrian safety improvements around Stadium Ring Road. After documenting the significant safety issues in the area, for pedestrians and motorists, we worked with the City to develop budget requests for funding for two pedestrian safety bridges and a pedestrian safety tunnel. As part of this effort, we secured three resolutions in support of the plan from the local Metropolitan Planning Organization (TPO/MPO) and worked with them to raise this project to the top of their priority list, which ultimately qualified it for state dollars. The request was also filed as an appropriations funding request. Working the funding request through the state budget process, we were ultimately successful in securing $18 million for this project. The improvements are expected to significantly enhance pedestrian safety and reduce vehicle accidents.

Human Services: We are proud that over the years we have consistently secured and increased funding for a number of local and municipal meal programs. Additionally, we advocated and were successful for increased funds to reduce the waitlist for the Community Care for the Elderly Program and the Home Care for the Elderly Program. The Legislature has also increased funds for community mental health and substance abuse services. Finally, the Legislature fully funded the waitlist in the Agency for Persons with Disabilities, ensuring that those in need of services will be able to access them.

Homeless Programs: Miami-Dade County's homeless programs are models for the state and the nation. As the longtime volunteer chairman of Miami-Dade County's Homeless Trust, Mr. Book has particular expertise in this area. Many years ago, Mr. Book joined with community leaders, and led the County's lobbying effort, to authorize the 1% food and beverage tax which provides a dedicated funding source for care of the homeless. Each and every year, we fight to ensure that a portion of affordable housing funds are set aside for homeless programs, and in 2017 approximately $5.2 million was appropriated for that purpose. We have also secured funding for:

- Miami Dade Crisis Outplacement Program, which provides beds for those suffering from mental health and substance abuse issues.
- Miami-Dade's Jail GAP Diversion program, which diverts homeless, mentally ill from our jails to appropriate housing and provides critical services.
- Additionally, Ron Book led the effort to create the extremely low income program, and secured $30 million in initial funding for the program.

Economic Development and Tourism: Over several years, leadership support varied as it considered requests for funding of economic development projects, including measures to eliminate Enterprise Florida (EFI) entirely with its existing economic development programs. Significant cuts have been made to reform VISIT Florida. A number of years ago, during budget conference negotiations, the Senate opposed the House efforts to make these eliminations, although they did agree to cuts to these agencies. However, after vetoing the education budget, the Governor at the time called the Legislature back to Tallahassee for a special session to fund these programs. After several days of tense negotiations, the House and Senate agreed to provide $85 million for the Job Growth Grant Fund, to support infrastructure projects and workforce job growth and $76 million for VISIT Florida. We worked closely with our local government teams to urge support for full funding of VISIT Florida. We also secured $18 million in economic development for the City of Miami Gardens, utilizing the Enterprise Zone maps as they existed prior to their sunset, to build two pedestrian safety bridges and an underground pedestrian safety tunnel. These pedestrian enhancements will support recent renovations at Hard Rock Stadium, detailed above in the section on transportation.

Criminal Justice/Juvenile Justice: Mr. Book and Senator Lauren Book have been the leaders and experts in the area of strengthening laws to address sexual offenders and predators, for over a decade. In addition to that critical work, our firm has passed legislation with enhanced penalties for domestic violence, successfully advocated for funding for a problem-solving court, driver's license reinstatement pilot program, to ensure low level offenders working to pay fines are able to drive to work to do so. The area of criminal and juvenile justice are two areas which are often targeted for cost shifts. Over several years, we have worked on behalf of local governments to be vigilant in ensuring that legislators do not attempt to shift state costs to local taxpayers. While cost shifts in this area are of primary concern, we must also protect state funding for the essential programs such as, the County Juvenile treatment programs.

Community Development/Growth Management: In our representation of local governments as well as of the 10 Florida Regional Planning Councils of over 25 years, we are well versed in issues surrounding community development and growth management. Over the last 10 years or more, the Florida Legislature with various Governors, has worked to scale back growth management requirements in the effort to boost economic development throughout the state.

Public Works Issues/Project Funding: Our experience and success in the Appropriations arena is unsurpassed. We have secured multiple millions of dollars for municipal infrastructure projects such as buildings, emergency operations centers, parks, beaches, hospitals, canal rehabilitation, pedestrian bridges, sidewalk upgrades, parks, including special needs parks, and park lights, water treatment facilities, water supply, wastewater, stormwater, septic to sewer, and various other areas, over many years. We have also

passed legislation to amend the state's ocean outfall law to provide fiscal relief for taxpayers. Funding for municipal public works projects are included in the appropriations list within this section.

Home Rule Authority: Representing local governments has given our firm the opportunity to become experts in the area of maintaining local authority in addressing needs of communities. We have worked over multiple years to oppose attempts by the State to preempt local regulation of of vacation rentals, state regulation of CRAs, and the repeal of red light camera use by local governments among many other issues.

Human Resources/Employee Benefits/FRS: Each year, on behalf of city and county clients, we are involved with the Florida League of Cities as well as the Florida Association of Counties, to address the changes proposed for municipal retirement as well as for the FRS system. Changes to these systems are proposed each year, and we have continually worked to ensure local government issues, from general employees, to fire fighters and police, are addressed.

Health Care: Our experience matters related to health care issues are extensive. Health care representations are a specialty of our practice. From large hospitals and hospital systems, to Federally Qualified Health Centers to nursing homes to hospice providers to community mental health centers, we are well known for our health care expertise. Recent issues we have worked on that are health care related and would most align with Ascensions' agenda are as follows: Certificate of Need, 24-hour Ambulatory Surgery Centers, 72-hour Recovery Care Centers, Trauma Center Regulation, Advanced Birthing Centers, Inpatient and outpatient rates, Graduate Medical Education, Low Income Pool, and Disproportionate Share Funding.

Unfunded Mandate Avoidance: On behalf of our city and county clients, each year we are focused on all regulations and requirements proposed in the House and Senate, and the cost it would impose on local governments. It is our mission each Session to understand the impacts to local governments and convey that message to legislators, leadership in the House and Senate, as well as to the Governor and his staff.

Emergency Management/Disaster Mitigation: Over many years, our firm has had extensive experience in both the disaster management and mitigation area as well as in emergency management funding through the State budget. We have secured millions in funding for various Emergency Operations Centers, for multiple clients.

Solid Waste/Recycling/Waste to Energy: Through legislative funding, each year we have been successful in obtaining millions in funding for local government projects, which include projects that are solid waste and waste to energy related. Regarding recycling, each year the members file legislation that would restructure and enhance the state's recycling program, however, the legislative body has not allowed this to become a priority in recent years.

Court Issues Funding: In past years, our firm was involved in efforts of funding for Counties through the revision 7 to Article V of the Florida Constitution, which worked to specify what costs were to be borne by the state and by the local governments. This intricate issue was a key issue for County governments for multiple years. We worked to have State costs specifically addressed by the State and not by County governments. Also included above, is information on our work obtaining funding for various specialty courts. We have successfully advocated for state funding for specialty courts, as well as for a pilot project for a "problem-solving court" which would provide for a driver's license reinstatement program, to ensure low level offenders working to pay fines are able to drive to work to do so.

In more recent years, on behalf of Broward County, we were involved in the County Court Security policy and funding and who would ultimately retain responsibility. We opposed legislation that would have shifted responsibility for funding for courthouse security from to the County Sheriff, from the owner and operator of the Courthouse, the County government. This included shifting the responsibility for security plans for each courthouse. Early drafts of legislation would have required the Sheriff to provide security within a

courthouse, and to coordinate with the Chief Judge in developing a security plan. Eliminating the County's role. We worked to include the Governing Board of the County to the working group of the Sheriff's office and the Chief Judge, on security matters. Also, we worked to ensure that the Sheriff and County retain operational control in the process by which decisions are made for security. Through our work with County staff, we were able to ensure the bill was not heard.

Florida Recreation Development Assistance Program (FRDAP): The Department of Environmental Protection, through the Land and Recreation grants process, administers grants to local governments through the Florida Recreation Development Assistance Program (FRDAP). This competitive reimbursement grant program provides financial assistance for acquisition or development of land for public outdoor recreation. Our firm has consistently led the effort in advocating for funding in the state budget each year of the FRDAP program. We prioritize FRDAP funding as it is one of the few places in the state budget that addresses local parks.

Local Government Grants: In addition to FRDAP above, over many years our firm has been a leading advocate for funding for the numerous grant programs that are funded through the Legislative budget process, including:

- Florida Communities Trust
- Cultural Facilities Program
- Cultural Affairs Program
- Historic Preservation
- Libraries Funding Programs
- Florida Recreation Development Assistance Program

We have also worked to secure funding for various projects that did not expressly qualify for various grant programs, but were nonetheless important and worthwhile. A good example is the Miami Military Museum, which has received millions in funding over several years.

Local bills: Over many years, we have worked on behalf of our local government clients on various local bills, detailed information on a recent example is included in the client references above, for the City of Marco Island.

We passed a local bill that allowed for the Florida Department Health to issue the City a COPCN license to provide basic and advanced life support services, without the city obtaining a COPCN from Collier County. This bill provided the DOH could issue the City of Marco Island a license directly and requiring the City to meet the statutory mandates for the issuance of a license including fees, to provide equipment meet departmental standards, maintain insurance providing coverage for injury, death, and property damage, and a ballot item approved by the majority of electors voting in support.

- **Ronald L. Book, P.A. Appropriations Accomplishments:**

To further illustrate our firm's expertise in the issue areas critical to the Village, we choose to let the results speak for themselves for the simple fact that on behalf of our clients, and especially our local government clients, our success in the appropriations arena is unrivaled. Below is a list of appropriations secured for local government clients over the last five Legislative Sessions. It is important to note, this list is a sample of funding secured by our firm that covers the wide variety of issues critical to the Village of Estero.

2021

- $700,000 plus $350,000 (NR)for the Best Buddies Mentoring and Student Initiatives
- $1,000,000 for the The Overtown Youth Center

- $7,223,749 (GR) plus $1,965,729 (NR) for the SEED School of Miami
- $1,141,704, (GR), plus $150,000 (NR) for the Learning Through Listening
- $750,000 for the Auditory-Oral Education Grant Funding
- $562,000 for the Miami-Dade County Homeless Trust – Housing First Program
- $158,184 for the Broward County Commission – Long-Acting Injectable Buprenorphine Pilot
- $426.604 for the Broward Health – Integrated Medication Assisted Treatment Response (iMATR)
- $500,000 for the Medication Assisted Treatment & Telehealth Enhanced Recovery (MATTER)
- $222,801 for the Memory Disorder Clinic at Miami Jewish Health
- $250,000 for the City of Lauderdale Lakes Alzheimer's Care Center
- $400,000 for the Jewish Community Services of South Florida Nutritional Equity for Seniors Keeping Kosher
- $1,700,000 for the City of Miami Badia Senior Center
- $1,000,000 for the University of Miami Miller School of Medicine – Florida Stroke Registry
- $250,000 for the University of Miami HIV/AIDS Research at Centers for AIDS Research (CFAR)
- $1,000,000 for the Miami Project to Cure Paralysis – Spinal Cord and Traumatic Brain Research
- $300,000 for the for the New Horizons After School/Weekend Rehabilitative Program
- $1,750,000 for the Prodigy Cultural Arts Program
- $250,000 for the Prodigy Cultural Arts Program Proviso
- $3,500,000 (GR) plus $500,000 (NR) for the Child Advocacy Centers
- $225,000 for the Nancy J. Cotterman Crisis Intervention Programs
- $470,000 for the Aventura Curbing of Swale Flooding on Country Club Drive
- $450,000 for Brevard County Indian River Lagoon 50 Septic Upgrades
- $585,000 for Brevard County Indian River Lagoon 65 Quick Connects to Sewer
- $2,500,000 for Brevard County Indian River Lagoon, FL-518 Bridge Muck Removal
- $125,000 for the Cooper City SW 49 Street Culvert Rehabilitation/Replacement
- $200,000 for the Coral Gables Galiano Street & Madeira Avenue Stormwater Improvements
- $200,000 for the Doral Stormwater Improvements NW 89 Pl (25020 St.) & NW 24 Terr (89-25)
- $399,695 for the Lauderdale Lakes Water Quality Improvements/Canal Bank Restoration
- $370,000 for the Marco Island San Marco Road Tide Leveling/Canal Flushing Improvement Project
- $500,000 for the Margate Utilities Supervisory Control and Data Acquisition (SCADA) System Upgrades
- $1,500,000 for the Miami Golden Pines Neighborhood Improvements
- $250,000 for the Miramar Historic Miramar Drainage Improvements Phase IV
- $450,000 for the Royal Palm Beach Florida Power & Light Pathway Dry Detention Ponds Phase 2
- $500,000 for the Sunrise Stormwater Pump Station #5 Replacement
- $300,000 for the Tamarac C-14 Canal Erosion Mitigation
- $500,000 for the Seminole County Little River Wekiva River Restoration
- $108,550 for the Pinellas Park Roadway Safety & Community Mobility Project
- $375,000 for the Coral Gables Coral Way and Granada Boulevard Intersection Improvements
- $3,000,000 for the Miami – Little Havana Pedestrian Priority Zone
- $335,000 for the JARC Florida Community Works – Palm Beach/Broward
- $1,000,000 for the Brevard County Emergency Operations Center Construction
- $2,000,000 for the Firefighters Cancer Research

2020

- $200,000 for City of Lauderdale Lakes Alzheimer's Care Center
- $1,000,000 for Brevard County Septic to Sewer Conversion for 1019 Homes
- $2,200,000 for Brevard County Water Quality Improvements
- $350,000 for Seminole County Lake Jesup Watershed Project

- $350,000 for Doral Intersection Signalization Pedestrian Safety
- $1,200,000 for a Regional Hurricane Evacuation Studies Update
- $1,000,000 for Brevard County EOC Construction Phase I Completion
- $2,000,000 for Firefighters Cancer Research

The above funding items were accomplished despite Florida's economic downturn as our state reacted to the Covid-19 pandemic. The Governor vetoed an historic $1 billion of projects funded, a large number of projects including funding for municipalities, including a number of which our firm secured in the FY 2020-budget.

2019

- 250,000 for Lauderdale Lakes Alzheimer's Care Center
- $252,106 for Aventura Curbing of Swale Flooding Country Club Drive
- $300,000 for Bal Harbour Village Storm Water System Improvements
- $500,000 or Brevard County Septic to Sewer Conversion for 1019 Homes
- $100,000 for Coral Gables Stormwater System Improvements
- $200,000 for Doral Stormwater Improvements NW 114th Avenue/50th Street
- $500,000 for Fort Myers Beach Stormwater Improvements
- $500,000 for Marco Island South Barfield Drive Drainage Project
- $200,000 for North Bay Village Stormwater Pump Station
- $150,000 for North Miami Arch Creek North/South Drainage Improvements Basin D
- $160,000 for Palm Bay Turkey Creek Muck Removal Feasibility Study
- $100,000 for Pinellas Park Orchid Lake Improvements
- $500,000 for Royal Palm Beach Drainage Canal System Rehabilitation
- $425,000 for Seminole County Lake Jesup Basin – Lake of the Wood
- $350,000 for Tamarac Stormwater Culvert - Headwalls Ph 6 Project
- $447,500 for Doral Pedestrian Safety and Roadway Improvements 112th Avenue
- $229,950 for North Bay Village Sidewalk and ADA Improvements
- $425,000 for the Sunny Isles Beach Pedestrian Park Bridge
- $250,000 for the Homeless Collaborative of Broward County – Rapid Rehousing
- $513,500 for the Brevard Emergency Operations Center Construction

2018

- $150,000 for the City of Riviera Beach Early Learning to Kindergarten Pilot
- $1 million for the Brevard County Emergency Operations Center Construction
- $200,000 for the City of Aventura NE 183rd Street Seawall Restoration Improvements
- $500,000 for the City of Cooper City/Natalie's Cove/Flamingo Gardens Drainage
- $950,000 for the City of Doral Canal Bank Stabilization Year 7
- $500,000 for the Town of Fort Myers Beach Stormwater Outfall Improvements
- $700,000 for the City of Marco Island San Marco Road Drainage Project Improvements
- $500,000 for the City of Margate Sewer Piping Rehabilitation Project
- $496,750 for the City of North Miami Arch Creek North/South Drainage Improvements/Basin C
- $400,000 for the City of North Miami Beach Master Force Main Installation
- $310,000 for the City of Pinellas Park Pinebrook Estates Pond Improvements
- $750,000 for the City of Riviera Beach Singer Island South Stormwater Improvements
- $150,000 for the Village of Royal Palm Beach Canal System Rehabilitation Project
- $500,000 for the City of Sunrise Emergency Lift Station Power and Pumping
- $300,000 for the City of Tallahassee Water Tower to Sustain Water Supply During Hurricanes
- $500,000 for the City of Tamarac The Boulevards Stormwater Drainage Repair and Pipe Lining

- $800,000 for the City of Cooper City Flamingo West Park
- $250,000 for the Miami-Dade Homeless Trust
- $2 million for the Firefighters Cancer Research Initiative at the University of
- Miami-Sylvester Comprehensive Cancer Center
- $1.5 million for the City of Coral Gables Fire Station and Land Acquisition at Cartagena Park
- $1 million for the City of Margate Fire Station 58 Replacement

2017

- $18 million for City of Miami Gardens Pedestrian Safety Improvements
- $1.5 million for the Brevard County Emergency Operations Center
- $400,000 for the Deerfield Beach African American Memorial Park
- $300,000 for Sunny Isles Beach Drainage Improvements
- $100,000 for Aventura NE 191st Street Stormwater Retrofits
- $400,000 for City of Fort Lauderdale Rapid Rehousing
- $300,000 for Sunrise Sawgrass Wastewater Treatment Plant
- $222,817 for the Palm Bay Historic Pier and Shoreline
- $461,708 for the City of Doral Stormwater Improvements at Sub Basin H-8
- $750,000 for the City of Miramar Fire Station
- $750,000 for the City of Marco Island Fire Station
- $1 million for the City of Tallahassee/Leon County Storm Hurricane Hardening Project
- $163,000 for the Broward Sheriff's Foundation, Broward Bomb Squad Rapid Response Vehicle
- $5.5 million for Miami Dade County elder meals programs
- $354,000 for Crisis Outplacement Beds
- $5 million for homeless Challenge Grants

The above priorities were accomplished despite many recurring and non- recurring programs were targeted by the Florida House for funding cuts. In addition to the above, we protected Jackson Health System from deep funding cuts to the Low Income Pool and defeated legislation that reduced revenues to the Ryder Trauma Center.

Additional Information

- As required by RFP 2021-01, Ronald L. Book, P.A. acknowledges that the proposed project management team and key members assigned to the Village contract, as described within RFP 2021-01, will not be substituted without the express permission of the Village.

- Individual resumes for members of Ronald L. Book, P.A. are included within this section.

Proposal No.: RFP 2021-01

ATTACHMENT A – STATE LOBBYING ISSUES

Topic	Team Member	Years of Experience
Finance and Taxation	RLB, KCM, RGB	***Please see below**
Environmental Issues/Permitting	RLB, KCM, RGB	
Transportation Issues/Funding	RLB, KCM, RGB	
Transit Issues/Funding	RLB, KCM, RGB	
Human Services Issues/Funding	RLB, KCM, RGB	
Economic Development	RLB, KCM, RGB	
Criminal/Juvenile Justice Issues	RLB, KCM, RGB	
Community Development/Growth Mgt.	RLB, KCM, RGB	
Public Works Issues/Project Funding	RLB, KCM, RGB	
Home Rule Authority	RLB, KCM, RGB	
Tourism Issues	RLB, KCM, RGB	
Human Resources/Employee Benefits/ FRS	RLB, KCM, RGB	
Health Care Access/Medicaid	RLB, KCM, RGB	
Unfunded Mandate Avoidance	RLB, KCM, RGB	
Emergency Mgt./Disaster Mitigation	RLB, KCM, RGB	
Solid Waste/Recycling/Waste to Energy	RLB, KCM, RGB	
Court Issues/Funding	RLB, KCM, RGB	
Libraries Funding	RLB, KCM, RGB	
Parks and Recreation Issues/Funding	RLB, KCM, RGB	
Water Quality Issues	RLB, KCM, RGB	
Local Bills	RLB, KCM, RGB	

*** Ronald L. Book (RLB), Kelly C. Mallette (KCM), and Rana G. Brown (RGB) have worked in each issue area listed above over the course of our individual careers. Ronald L. Book - 48 years, Kelly C. Mallette - 25 years, Rana G. Brown - 30 years.**

Ronald L. Book, Esquire

EDUCATION:

1977	Tulane University, Juris Doctor
1974	Florida International University, Bachelor of Arts
1971-1973	University of Florida (Member of Student Senate 1972-1973, Member of Fighting Gator Track Team 1971-1973)
1971	North Miami Senior High

EMPLOYMENT:

1987-Present	Ronald L. Book, P.A. - Firm specializes in Governmental Affairs and Administrative Law.
1983-1985	Sparber, Shevin, Shapo & Heilbronner and Book, P.A., Partner and Director of Administrative and Government Law Department.
1981-1983	Sparber, Shevin, Rosen, Shapo & Heilbronner, P.A., Associate.
1978-1981	Governor Bob Graham - Special Assistant, Cabinet and Legislative Affairs Office, 1978-1979. Director of Governor's Cabinet and Legislative Affairs Office, 1979-1980. Five (5) for Florida's future, 1980. Special Counsel on Cabinet and Legislative Affairs, 1980-1981.
1973-1975	Florida House of Representatives

ACTIVITIES & MEMBERSHIPS:

Former Member of the University of Florida Fighting Gator Track Team; Board of Florida International University Alumni Association; Founder, President, and Coach of North Miami Track Club; Member of Dade County and Florida Bar Associations; American Bar Association and American Judicature Society; Member of the Florida Bar Administrative Law; Health Law and Judicial Poll Committees; Member of Florida International University Presidential Search Advisory Committee; Member of Special Governor's Committee to Study and Recommend Revisions to the Operation of the Division of Administrative Hearings; Previously served as Pro Bono Counsel to Coconut Grove Playhouse; Co-Chair of Greater Miami Sports Council; Trustee Member of Greater Miami Chamber of Commerce; Local Organizing Committee Sunshine State Games; Vice-Chairman of Finance Committee; Chairman of North Dade Area Council of the Greater Miami Chamber of Commerce; State Affairs Committee; Legislative Affairs Committee; Special Olympics Gold Sponsor; Board Member Memorial Hospital Foundation; Member of the Steering Committee for the Summit of the Americas; Member of the Board of Directors of the Epilepsy Foundation of South Florida, Inc.; Member of the University Outreach Development Council; Chairman of the Olympic Soccer State Affairs Committee; and Member of the Governmental Relations Committee; Member of the Board of Joe DiMaggio Children's Hospital; Member of the Board of Directors of the Milton Littman Scholarship Foundation; Chairman of the Miami-Dade Homeless Trust, administering a $41 million budget; Member and Chairman of the Board for the Baudhuin Oral School Board of Governors; Member of the Board of the Inner City Youth Center, Inc.; Member of the Miami-Dade County Article V Implementation Advisory Committee, and Member of the Greater Miami Chamber of Commerce distinguished Board of Governors; Pro Bono Counsel to Florida's Council on Physical Fitness; Special Pro Bono Counsel to Broward Partnership on Homeless; Special Pro Bono Counsel to Epilepsy Foundation of South Florida and the Florida Breast Cancer Coalition; Florida Council Against Sexual Violence; Member of the Orange Bowl Foundation Board of Directors 2005 – 2008; Chair of Children's Home Society of Florida Foundation; Trustee Member of United Way of Miami-Dade; Executive Committee Member, The National Conference for Community and Justice; Trustee Member of United Way of Miami-Dade; Executive Committee Member, The National Conference for Community and Justice; and Trustee Member of United Way of Miami-Dade; Member of Miami-Dade County Mayor's Mental Health Task Force; Chairman of the Mental Health Care Finance and Sustainability Subcommittee; Member of Advisory Board for new *Master's Degree in Education Law* at Shepard Broad Law Center, Nova Southeastern University; member of *Miami-Dade Community Affordable Housing Strategies Alliance Task Force;* Board Member, Overtown Youth Center Board of Directors; Chairman, *Partnership For Recovery/No Blue Roofs*, administering a $15 million budget. Book is a founding member of Lauren's Kids, Inc., a 501(c)(3) created to help children who have become victims and survivors of sexual assault; Florida Senate's appointment to Board of Directors for the Council on the Social Status of Black Men and Boys; Board member, Domestic Violence Oversight Board; finalist for the *South Florida Business Journal's* 2009 Key Partners Awards in the Government Contracts/Lobbying category; Member, Historic Capitol Foundation and the Florida Legislative Research Center and Museum.

KELLY C. MALLETTE

PROFESSIONAL PROFILE

Kelly Mallette is a results-driven public and government affairs specialist with expertise in government relations, lobbying and advocacy, public relations, community outreach and media communications. She is bright, resourceful and determined, with excellent relationships amongst government and community leaders and stakeholders.

Director of Government Affairs • Ronald L. Book, P.A. **November 2002 to Present**
18851 NE 29 Avenue, Suite 1010, Aventura, Fl 33180, (305) 935-1866
104 W. Jefferson Street, Tallahassee, Fl 32301, (850) 224-3427
Ronald L. Book, P.A. is considered one of the most prestigious lobbying and governmental relations firms in Florida. The firm represents a long list of clients including Fortune 1000 companies, healthcare providers, professional sports franchises, community organizations and professional associations. Provided legislative, government relations, strategic planning and public relations services, including direct legislative lobbying, legislative drafting services, legislative research, analysis and monitoring, report preparation, legislative committee testimony, and other services for the firm's clients. Built broad-based coalitions of support for key issues. Acted as client spokesperson before the Legislature. Served as liaison between clients and legislators, cabinet members, and state agencies. Provided various public relations services for the firm's clients, including media relations and strategy, community outreach and development and implementation of charitable and fundraising plans. Developed relationships between clients and stakeholders, including community organizations and public interest groups. Provided planning and logistics services for charitable and political fundraising events.

Senior Legislative Aide • Office of Senator Ronald A. Silver **October 1999 to October 2002**
12000 Biscayne Boulevard, Suite 411, North Miami, Fl 33181, (305) 893-4088
Senator Ron Silver began his service in the Legislature in 1978. He was the Dean of the Legislature and Chairman of the Appropriations Subcommittee on Health and Human Services. Assisted the Senator in preparing his annual legislative agenda, including legislation and budget items. Formulated, prepared, reviewed and analyzed legislation and budget requests. Utilized knowledge of Senate rules and procedures to forward the Senator's agenda including making presentations before legislative committees and staff, working with members of the Senate, House of Representatives, Cabinet members, executive staff and lobbyists. Responsible for a working knowledge of current issues, Florida laws as well as detailed knowledge of legislative and budget processes. Prepared briefing papers, speeches, press releases, advertisements, position papers, newsletters and press packets. Hired and supervised legislative staff. Acted as Executive Director of Ronald A. Silver Charitable Foundation, duties included fundraising and organization of annual fundraising gala, management and oversight of financial accounts.

Senior Policy Advisor • Office of Mayor Joe Carollo **July 1997 to September 1999**
3500 Pan American Drive, Miami, Fl 33133, (305) 250-5300
Mayor Joe Carollo was the Mayor of the City of Miami during the City's financial crisis, one of the most difficult times in the city's history. Advised on all policy matters. Researched and prepared Mayor Carollo for all city commission meetings. Drafted and reviewed legislation. Acted as formal press secretary including direct contact with members of the press, both print and broadcast. Wrote and issued formal press releases, and coordinated media conferences. Acted as liaison between the Mayor's office and the city administration as well as other local, state, national, and international agencies. Prepared speeches for mayoral presentations including annual state-of-the-city address and budget address. Organized large-scale special events including the annual state-of-the-city address. Advised on matters of protocol including meetings with various heads of state of international governments. Delivered speeches and proclamations on behalf of the mayor, and represented him at various political and community events.

AWARDS, HONORS AND AFFILIATIONS

- Commissioner, Village of Biscayne Park
- Board Member, Safe Neighborhood Parks Bonds Committee, appointed by Miami-Dade County Commissioner Sally Heyman
- Board of Directors, Downtown Bay Forum
- City of Miami Beach Certificate of Appreciation for Outstanding Service
- City of Miami Salute for Outstanding Service
- Leadership Miami Alumnus, Greater Miami Chamber of Commerce (1998)

RANA G. BROWN

PROFESSIONAL EXPERIENCE

GOVERNMENT AFFAIRS CONSULTANT, RONALD L. BOOK P.A.
(FEBRUARY 2008 – PRESENT)

- Advance client issues at state and local levels, through direct advocacy and lobbying, specializing in legislative and appropriations work, government and public relations, community outreach, and media communications.
- Cultivate and maintain excellent relationships with community leaders, elected officials, and staff, at all levels of government.
- Responsible for effective lobbying services on behalf of numerous firm clients, including not-for-profit organizations, professional associations, and multiple local governments.
- Formulate and implement strategic planning, consensus building, community outreach, and support for key issues.
- Expertise includes legislative and appropriations research, analysis, drafting, and reporting to the firm's clients.
- Responsible for writing legislative packages and detailed reports to the firm's local government clients.

SENIOR VICE PRESIDENT, ADVOCACY, GREATER MIAMI CHAMBER OF COMMERCE
(OCTOBER 2004 - FEBRUARY 2008)

- Restructured and lead the Chamber's advocacy department through an overall restructuring of the Chamber.
- Developed and implemented a local, state, and federal committee issue outreach system, engaged members and elected officials to address issues of importance to the business community before all levels of government.
- Responsible for the development and enactment of a new, year-long series of governmental relations/advocacy events, with membership from the business community before local, state, and federal elected officials.
- Successfully coordinated and hosted multiple candidate debates and forums for elected officials, including the 2006 Gubernatorial Candidate Forum, an issues debate held during the Chamber's annual Goals Conference.
- Successfully co-hosted a trade forum with the University of Miami in 2007, to host President George W. Bush as he worked to advance various free trade agreements.

INTERGOVERNMENTAL AFFAIRS, OFFICE OF THE MAYOR, MIAMI-DADE COUNTY
(March 2000 – October 2004)

- Advanced legislative and budgetary agenda items of the Mayor and County Commission at the State and Federal government level; coordinated goals of various elected State officials, County officials and departments including lobbying, communications, writing on a wide range of issues.
- Advanced issues such as access to health care, early childhood education, transportation, homeland security and emergency preparedness, funding for state judicial system and regional impact of the Base Realignment and Closure Act.
- Responsible for the development of a 2004 State Legislative Agenda and the 2004 State Legislative Report.
- Assisted in managing the state legislative, funding and policy goals for the County with the Miami-Dade County lobbying team and County staff.
- Advocated on behalf of Miami-Dade County on issues such as access to health care, early childhood education, transportation, homeland security and emergency preparedness, funding for state judicial system and regional impact of the Base Realignment and Closure Act.

(PRIOR – 1999)

LEGISLATIVE ASSISTANT FOR GOVERNMENTAL AFFAIRS, ROETZEL AND ANDRESS
DIRECTOR OF GOVERNMENTAL RELATIONS, PERFORMING ARTS CENTER OF GREATER MIAMI
FLORIDA SENATE

Senior Legislative Assistant, Office of State Senator Ronald A. Silver
Research Assistant, Majority Office
Research Assistant, President Pro-Tempore
Assistant to the Press Secretary, Office of the President

EDUCATION

Florida State University, B.A. in History

TAB 4

PRICE SCORING

Ronald L. Book, P.A. Cost or Pricing Data for Price Proposal

Ronald L. Book P.A. has several local government clients, and we diligently strive to work within all budget constraints. Some clients prefer all-inclusive retainers while others prefer a retainer with expenses. We do not charge hourly rates. Our proposal is inclusive of all costs, including travel expenses.

As required in the RFP, these costs would include but would not be limited to labor, travel, lodging, materials, printing, photocopies, delivery charges, long distance telephone expenses, postage costs, facsimile expenses, email expenses, overhead and any other cost associated with this RFP.

Ronald L. Book, P.A., in proposing to represent the Village of Estero, will provide legislative representation including the services as required by RFP 2021-01, to provide state lobbying services, for the sum of $35,000.00 per year.

- As required, please see Price Proposal Sheet form included within this section.

Proposal No.: RFP 2021-01

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
STATE LEGISLATIVE & EXECUTIVE BRANCH LOBBYING SERVICES

DATE SUBMITTED: 07/02/2021

VENDOR NAME: Ronald L. Book, P.A.

TO: The Village of Estero
Estero, Florida

Having carefully examined the "General Provisions", and the "Special Provisions", all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges
receipt of Addenda numbers: _____

PLEASE PROVIDE A COST PROPOSAL FOR ALL SERVICES AND EXPENSES NECESSARY FOR THE PROJECT AS A FLAT MONTHLY RATE.

FLAT MONTHLY RATE: $ 2,916.67

X 12

= $ 35,000 ANNUAL TOTAL COST

ATTACH SEPARATELY:

HOURLY RATES/ADDITIONAL SERVICES/TRAVEL: HOURLY FEES FOR PROPOSED TEAM MEMBERS, EXPENSE REIMBURSEMENT AND RELATED ADDITIONAL COSTS SHOULD BE INCLUDED FOR INFORMATION PURPOSES ONLY, AS THESE MAY BE USED TO NEGOTIATE ADDITIONAL SERVICES OUTSIDE THE SCOPE OF SERVICES SHOULD THE NEED ARISE. HOURLY RATE, ADDITIONAL SERVICES AND TRAVEL ARE FOR INFORMATIONAL PURPOSES ONLY AND WILL NOT BE USED IN THE EVALUATION CALCULATION.

TO BE STARTED WITHIN 1 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED.

Proposal No.: RFP 2021-01

Proposers should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the proposal may be grounds to reject the proposal.

Are there any modifications to the proposal or specifications:

YES_____ NO✓_____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the proposer being declared nonresponsive or to have the award of the proposal rescinded by the Village.

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME **Ronald L. Book, P. A.**

BY (Printed): **Ronald L. Book**

BY (Signature): _____

TITLE: **President and CEO**

FEDERAL ID # OR S.S.# **59-2769674**

ADDRESS: **18851 NE 29 Ave., Ste. 1010**
Aventura, FL 33180

PHONE NO.: **305.935.1866**

FAX NO.: **305.935.9737**

CELLULAR PHONE NO.: **305.510.2000**

E-MAIL ADDRESS: **Ron@rlbookpa.com**

REQUIRED FORMS

Ronald L. Book, P.A.: Please find the following forms within this section:

- Vendor Disclosure Form
- Affidavit Certification Immigration Laws
- Insurance Certificates
- Public Entity Crime Form
- Scrutinized Companies Certification
- Bidder Check List

Proposal No.: RFP 2021-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: **RFP 2021-01**

Project Name: **State Legislative and Executive Branch Lobbying Services**

Please check as appropriate:

✓ I am the sole proprietor/owner. The company is not publicly held.

✓ The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

_____ The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: _____
Vendor

Printed Name **Ronald L. Book**

Company Name: **Ronald L. Book, P.A.**

Date: **07/02/2021**

Proposal No.: RFP 2021-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Ronald L. Book, 18851 N.E. 29 Ave., Ste. 1010 Aventura, FL 33180

Proposal No.: RFP 2021-01

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **2021-01** PROJECT NAME: **State Legislative and Executive Branch Lobbying Services**

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: **Ronald L. Book, P.A.**

Signature — **President and CEO** (Title) — **07/02/2021** (Date)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was signed and acknowledged before me this 11TH day of JUNE 2021, by RONALD L. BOOK (Print or Type Name) who has produced PERSONALLY KNOWN as identification.
(Type of Identification and Number)

Notary Public Signature

BONETTE MOSCHELLA
Printed Name of Notary Public

HH-102731 / 03/16/2025
Notary Commission Number/Expiration

Notary Public State of Florida
Bonette Moschella
My Commission HH 102731
Expires 03/16/2025

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

June 11, 2021

Village of Estero
9401 CORKSCREW PALMS CIR STE 101
ESTERO FL 33928

Account Information:

Policy Holder Details :	RONALD L BOOK PA

Contact Us

Business Service Center
Business Hours: Monday - Friday
(7AM - 7PM Central Standard Time)
Phone: (866) 467-8730
Fax: (888) 443-6112
Email: agency.services@thehartford.com
Website: https://business.thehartford.com

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team

WLTR005

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/11/2021

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

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

PRODUCER IRVING NEWMAN INS AGENCY/PHS 21225290 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext):** (866) 467-8730 **FAX (A/C, No):** (888) 443-6112 E-MAIL ADDRESS:
INSURED RONALD L BOOK PA 18851 NE 29TH AVE STE 1010 AVENTURA FL 33180-2848	**INSURER(S) AFFORDING COVERAGE** — **NAIC#** **INSURER A :** Twin City Fire Insurance Company — 29459 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION $							
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A		21 WEC NV7172	06/12/2020	06/12/2021	X PER STATUTE ☐ OTH-ER	
	Y/N ☐						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE -EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	**CANCELLATION**
Village of Estero 9401 CORKSCREW PALMS CIR STE 101 ESTERO FL 33928	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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

Ronald L. Book, P. A.
LAW OFFICES
PROFESSIONAL ASSOCIATION

July 2, 2021

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

Re: Vehicle Coverage

To Whom It May Concern:

This letter confirms that my firm Ronald L. Book, P.A. DOES NOT own or operate any company vehicles.

Sincerely,

Ronald L. Book

RLB: BM

REPLY TO:
❒ Harbour Centre - 18851 N.E. 29th Avenue, Suite 1010 - Aventura, Florida 33180 - Telephone (305) 935-1866 - Fax (305) 935-9737
❒ 104 West Jefferson Street - Tallahassee, Florida 32301 - (850) 224-3427

Proposal No.: RFP 2021-01

PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to Village of Estero, Florida
(*Print name of the public entity*)

by Ronald L. Book, President and CEO
(*Print individual's name and title*)

for Ronald L. Book, P.A.
(*Print name of entity submitting sworn statement*)

whose business address is 18851 NE 29 Ave., Ste. 1010 Aventura, FL 33180

(If applicable) its Federal Employer Identification Number (FEIN) is 59-2769674

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
   1. A predecessor or successor of a person convicted of a public entity crime:
   or:
   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies.*)

Proposal No.: RFP 2021-01

✓ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(*Signature*)

7/02/2021
(*Date*)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, RONALD L. BOOK
(*Name of individual signing*)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 11TH day of JUNE, 2021.

(NOTARY PUBLIC)

My Commission Expires: 03/16/2025

Notary Public State of Florida
Bonette Moschella
My Commission HH 102731
Expires 03/16/2025

Proposal No.: RFP 2021-01

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal 2021-01 ___, for State Legislative and Executive Branch Lobbying Services **Project or contract number]** **[Project name]**

2. This sworn statement is submitted by Ronald L. Book, P.A. whose **[Name of entity submitting sworn statement]**

   business address is 18851 NE 29 Ave., Ste. 1010 Aventura, FL 33180.

3. Federal Employer Identification Number (FEIN) is 59-2769674 (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

4. My name is Ronald L. Book and my relationship to the above is: **[Please print name of individual signing]**

   President and CEO / sole owner.

5. Based on information and belief, the certification, which I have marked below, is true in relation to the entity submitting this sworn statement as required by §287.135, Florida Statutes.

[✓] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)

[✓] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel..

[✓] Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for $1 Million or more)

[✓] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[✓] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for $1 Million or more)

[✓] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[ ] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[✓] Business Operations in Cuba or Syria (bid, proposal or contract renewal for $1 Million or more)

[✓] The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[ ] The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

AFFIANT

Ronald L. Book, P.A.
Typed Name of AFFIANT

President and CEO
Title

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was executed before me this 11TH day of JUNE, 2021 by RONALD L. BOOK as PRESIDENT & CEO of RONALD L. BOOK, P.A., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Bonette Moschella
My Commission HH 102731
Expires 03/16/2025

NOTARY PUBLIC, State of FLORIDA

(stamp)

Proposal No.: RFP 2021-01

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

N/A 1. The Solicitation has been signed and with corporate seal (if applicable).

N/A 2. The Solicitation prices offered have been reviewed (if applicable).

N/A 3. The price extensions and totals have been checked (if applicable).

N/A 4. Substantial and final completion days inserted (if applicable).

N/A 5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.

N/A 6. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.

N/A 7. All modifications have been acknowledged in the space provided.

None 8. All addendums issued, if any, have been acknowledged in the space provided.

N/A 9. Licenses (if applicable) have been inserted.

None 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.

✓ 12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond and/or Certified Check, Scrutinized Companies Certification.

✓ 13. Any Delivery information required is included.

N/A 14. The mailing envelope has been addressed to:
Village of Estero
9401 Corkscrew Palms Circle #101
Estero, FL 33928

N/A 15. The mailing envelope MUST be sealed and marked with:
Solicitation Number
Opening Date and/or Receiving Date

✓ 16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)

N/A 17. If submitting a "NO BID" please write Solicitation number here _____
and check one of the following:
_____ Do not offer this product _____Insufficient time to respond.
_____ Unable to meet specifications (why)
_____ Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:
Ronald L. Book, P.A.
18851 NE 29 Ave., Ste. 1010 Aventura, FL 33180

Proposal No.: RFP 2021-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: **RFP 2021-01**

Project Name: **State Legislative and Executive Branch Lobbying Services**

Please check as appropriate:

✓ I am the sole proprietor/owner. The company is not publicly held.

✓ The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

_____ The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: _____
Vendor

Printed Name **Ronald L. Book**

Company Name: **Ronald L. Book, P.A.**

Date: **07/02/2021**

Proposal No.: RFP 2021-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Ronald L. Book, 18851 N.E. 29 Ave., Ste. 1010 Aventura, FL 33180

Proposal No.: RFP 2021-01

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: **2021-01** PROJECT NAME: **State Legislative and Executive Branch Lobbying Services**

VILLAGE OF ESTERO WILL NOT INTENTIONALLY AWARD VILLAGE CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

VILLAGE OF ESTERO MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY VILLAGE OF ESTERO.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: **Ronald L. Book, P.A.**

Signature — **President and CEO** (Title) — **07/02/2021** (Date)

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was signed and acknowledged before me this 11TH day of JUNE 2021, by RONALD L. BOOK (Print or Type Name) who has produced PERSONALLY KNOWN as identification.
(Type of Identification and Number)

Notary Public Signature

BONETTE MOSCHELLA
Printed Name of Notary Public

HH-102731 / 03/16/2025
Notary Commission Number/Expiration

Notary Public State of Florida
Bonette Moschella
My Commission HH 102731
Expires 03/16/2025

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

THIS AGREEMENT, is made and entered into this ___ day of _____20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and JEJ & Associates, Inc. whose address is 105 East Robinson Street, Suite 300, Orlando, FL 32801, hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Consultant for the purpose of providing State Legislative and Executive Branch Lobbying Services on an annual basis; and

WHEREAS, these services are exempt from being competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of its Scope of Services dated September 13, 2021; and

WHEREAS, the acquisition of these services in this manner was reviewed and approved on September 22, 2021 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Consultant for the rendering of those services described in the Scope of Services until September 21, 2022 with the option to renew for three (3) additional one (1) year periods.

NOW, THEREFORE, the Village and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.
RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Scope of Services submitted by Consultant dated September 13, 2021 is hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) This Agreement and any Exhibits or Amendments thereto;

2) Consultant's Scope of Services Dated September 13, 2021.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Consultant to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those tasks listed in the Scope of Services actually performed by Consultant. The total payment to Consultant will not exceed $36,000 annually for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3 Payment for tasks will be on a Flat Monthly Rate basis as per Exhibit B attached hereto.

3.4. Consultant must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. When hourly billing is utilized, Consultant must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant must adjust billing accordingly. However, Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Consultant that funding for any successive fiscal years may be contingent upon appropriate of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Consultant or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

4.1. Consultant will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Consultant, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Consultant will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Consultant. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Consultant will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Consultant to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. The Village will furnish to Consultant, upon request of Consultant and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Consultant will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Consultant in a timely manner so as to not delay the process of the Consultant.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Consultant: JEJ & Associates, Inc. Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Consultant each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after

completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Consultant must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14.
INDEMNIFICATION

14.1. For ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Consultant will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

16.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

JEJ & Associates, Inc.

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By:_____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Burt Saunders, Village Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

STATE LEGISLATIVE & EXECUTIVE BRANCH LOBBYING SERVICES

STATEMENT OF WORK

A. PROJECT OVERVIEW
To provide State Legislative and Executive Branch Lobbying Services to the Village of Estero.

B. SCOPE OF SERVICES
Services shall include, but are not limited to: Providing a full range of professional lobbying services and advocacy before the Florida Legislature, the Governor, the Cabinet, and executive departments, agencies, offices, commissions, and other governmental units of the State of Florida with respect to all matters contained within the Village's State legislative agenda, assigned executive branch projects, and other issues or projects of the Village as assigned by the Village Manager and/or his designee. (See attached Letter of Engagement for additional detail.)

C. SCHEDULE
As scheduled and requested.

D. COMPENSATION
Flat Monthly Rate (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Flat Monthly Rate: $3,000

X 12

= $36,000 Annual Total Cost

September 13, 2021

The Honorable Katy Errington, Mayor
Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33928

Dear Mayor:

On behalf of JEJ & Associates, Inc., we appreciate your selection of our firm to provide State of Florida lobbying services to the Village of Estero. We look forward to working with you, the Village's Councilors and staff. Under the scope of this engagement, our firm will provide the following services:

JEJ & Associates will provide the Village of Estero with strategic consulting, governmental relations, and such other services (the "Services") during the term of the Agreement. Specifically, JEJ & Associates will work with the Village's elected officials and staff in advancing its legislative agenda.

JEJ & Associates will spearhead the effort to advance appropriations requests and other legislative priorities as approved by the Village Commission. See attachment outlining the 2022 Legislative Priorities for the Village.

JEJ & Associates will have meetings or telephone conferences with the Village's elected officials and/or staff to discuss and determine actions as required that are related to the legislative agenda, register as the designated lobbyist for the Village of Estero, and assist in the development of a legislative plan and strategy. Further responsibilities would include: monitoring all relevant legislation, communicating key developments to staff, arranging meetings between Village officials and legislators as requested, attending all applicable committee and council meetings, and other reasonable tasks as requested by Village.

A Contract will be executed by both parties to formalize our Agreement. It is understood that the Contract will be for an initial term of one (1) year with three (3) one-year mutually agreed options. The Contract will be automatically renewed unless the Village provides thirty (30) day written notice of its intention to terminate the agreement.

The Contract shall be all-inclusive, including services, travel, and other expenses. The monthly payment for such services shall be THREE THOUSAND DOLLARS ($3,000.00) per month, payable in advance upon presentation of invoices. All services not included in the scope of this engagement are, of course, on a fee basis.

SUSPENSION OF CONTRACT

Should the Village conclude that it will not have any legislative priorities for an upcoming Legislative Session, the Village shall provide written notice to JEJ & Associates, prior to the anniversary date of the then annual term, of such determination. In such an event that the contract, including monthly payments, shall be suspended for that annual term. Upon the commencement of the next annual contract term, the contract, including monthly payments, shall resume.

VILLAGE OF ESTERO RESPONSBILITIES

The Village shall provide to JEJ & Associates an approved List of Priorities prior to the contract anniversary date. It is understood that during the course of the Session, additional items may be added to the priorities. Further, the Village agrees to provide background information on such priorities as requested by JEJ & Associates. Upon mutual agreement, the Village may provide representatives, including the Mayor, Councilors, and/or Village staff, for in-person, virtual and/or teleconference meetings with Legislators.

RIGHT OF WITHDRAWAL

The Village, the Client, may withdraw from this engagement at any time, without cause, should you desire to do so. Such withdrawal shall be subject to a thirty (30) day written notice to JEJ & Associates by the Village. Likewise, JEJ & Associates shall have the right of withdrawal by providing prior written notice. Should either party withdraw from this engagement, all fees and expenses incurred to date will be billed and due payable.

CONFLICT OF INTEREST

JEJ & Associates states that no conflicts of interest currently exist. Should such a conflict arise in the future, the Village will be provided written notice of such potential conflict and the efforts JEJ & Associates will enlist to minimize, or eliminate, such conflict.

ACKNOWLEDGMENT AND ACCEPTANCE

Please indicate your approval of the terms of this engagement by signing where indicated below. Should you have additional questions, please do not hesitate to call me.

Sincerely,

Lena Juarez

Lena Juarez
President JEJ & Associates, Inc.

Proposal No.: RFP 2021-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFP2021-01

Project Name: State Legislative & Executive Branch Lobbying Services

Please check as appropriate:

X — I am the sole proprietor/owner. The company is not publicly held.

_____ — The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

_____ — The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: Lena Juarez
Vendor

Printed Name Lena Juarez

Company Name: JEJ & Associates, Inc.

Date: June 30, 2021

Page 20 of 30

Proposal No.: RFP 2021-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Lena Juarez

105 East Robinson Street, Suite 300

Orlando, Florida 32801

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Disposal of surplus computers.

Description:

In the summer of 2020, the Village replaced the computers used by Council and Staff (these machines were 5+ years old at the time). Their continued use has been determined to be obsolete and recommended for surplus. Given the sensitivity of governmental documents, the Village partnered with its IT provider, Calvin, Giordano & Associates, to have the machine's hard drives removed, wiped, and destroyed. A certificate of destruction is provided with these agenda materials.

With the hard drives removed and destroyed, the remaining machines were not operable. Due to the machines age and the cost to replace the hard drives, the Village was not able to find a non-profit that desired the machines. A review of government auction facilities indicated that inoperable computers are non-marketable. We will continue to seek donation to another governmental unit or the private nonprofit agency. If we are unable to donate the property we will offer the machines to staff, the public, or ultimately destroy the machines. The process followed to reach this decision point is prescribed by generally accepted Governmental Purchasing Policy.

As these items are of no use to the Village moving forward, the prompt and appropriate disposal of these items is proper.

The action requested authorizes staff through the Village Manager to dispose or donate these machines, expeditiously.

Action Requested:

Authorize staff through the Village Manager to dispose of, or donate, the inoperable computers that remain in Village possession. Grant the Village Manager the authority to execute any ancillary documents related to the responsible disposal of computer equipment on behalf of the Village of Estero Council.

Financial Impact:

No additional costs are expected. Previously, the Village incurred a $125 cost to have the hard drives wiped and destroyed.

Attachments:

1. Certificate of destruction
2. Computer inventory pictures (photos available upon request)

4/2/2021

Village Of Estero
Estero, FL

CERTIFICATE OF DESTRUCTION
Letter of Confidentiality

We, Safeguard Shredding LLC, hereby certify that all the Hard Drives
Shredded for (Village Of Estero)
were promptly destroyed through a process of mechanical shredding.
We also use acid/alkaline dipping, demagnetizing, heat melt, heat aging, and disassembling for all electronic materials such as Hard Drives and CPU's. All hazardous materials are handled properly according to
standards set by the Department of Environmental Protection.
All future materials of like nature
will be destroyed in the same manner.

The documents consisted of:
25 Hard Drives

Date of Service: April 2nd 2021

Sincerely,
Craig Rety,
Director of Operations
Safeguard Shredding LLC

HIPAA Compliant
FACTA Compliant
GLB/HITECH Compliant

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Estero Bay Village, Sunny Groves & Cypress Bend Utility Expansion Design & Permitting Contract

Description:

The Estero River is identified as impaired by the Florida Department of Environmental Protection (FDEP) for bacteria, iron and copper. This means the waterbody is not meeting the State's water quality standards. In addition, Estero Bay has been identified as impaired for nutrients.

Water quality data collected by Lee County over the past few decades indicate the source of bacteria is likely originating within the Village of Estero's boundaries.

In an effort to identify potential sources of nutrients originating within the Village's boundaries, Village Council partnered with Florida Gulf Cost University (FGCU) to identify potential bacteria sources. FGCU previously presented these findings to Village Council on April 7, 2021. While the FGCU study was not able to conclusively identify the sources, the study did note that bacteria and sucralose levels in ditches located next to package waste water treatment plants were both high compared to water areas. The package treatment plants are likely sources of bacteria and nutrients to the Estero River.

On June 16, 2021 Village Council approved a contract with Woodard & Curran to manage the expansion of utilities within the Village to reduce the number of package waste water treatment plants and septic tanks in the Village.

The proposed contract with Tetra Tech will provide design and permitting services for the first three utility expansion projects. The projects include Estero Bay Village, Sunny Groves, and Cypress Bend. A location map has been attached.

Services provided will include the following:

1. Survey
2. Utility Construction Plans
3. Treatment Plant Decommissioning
4. Permitting

5. Bidding Assistance
6. Construction Inspections

Action Requested:

Approve award of Supplemental Task Authorization (STA) - 01 Contract EC 2020-37 with Tetra Tech, Inc. to provide Design and Permitting services for utility expansion projects under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $371,013.

Also approve a contingency fund amount of $38,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the STA with Tetra Tech, Inc. and any other related ancillary documents on behalf of the Village Council.

Financial Impact:

Fiscal impact is $409,013 which includes the contract amount of $371,013 plus a 10% contingency of $38,000.

Funding for this project will be allocated as follows.

- Water & Sewer Expansion $98,400
- Unspent Capital Improvement Funds $310,613

Attachments:

1. Location Map
2. Tetra Tech, Inc. Contract
3. Ownership Disclosure

S Tamiami Trail
Estero Pkwy
Estero Pkwy
Allaire Ln
Beaulieu Ct
Breckenridge Dr
Durango Ct
Cobblestone Ct
Sherrill Ln
Luettich Ln
Casa Verde Way
Largo Ma
Caladesi Dr
Springview Loop
Cascades Isle Blvd
Castlemaine Ave
CASCADES
Trailside Dr
S Tamiami Trail
Foxworth Cir
Broadway W
Broadway W
Broadway W
Broadway E
Park Pl
Pine Tree Ln
Highlands Ave
Groveline Ct
Fruitful Dr
Tanglewood Ln
Estero
Grapefruit Ln
Coralberry Ln
Lychee Ln
Sandy Ln
Riverside Dr
Gleneagles Links Dr
Pinehurst Greens Dr
Estero River
Estero River Cir
Island Sour
Pelican Sound Bl
Google Earth

Misc. Professional Services

EC 2021-37

STA No. 01

Project Name: Package WWTP Utility Expansion

Consultant: Tetra Tech, Inc.

Village of Estero Contract No.: EC2020-37

Village of Estero Account Number: 5373107

Brief Description: Provide design and permitting services for the expansion of utilities to Estero Bay Village, Sunny Groves, and Cypress Bend.

Total Fees: $371,013

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services for the Fees identified in Exhibit B – Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-37.

Consultant: Tetra Tech, Inc.	Village of Estero
By: _____	By: _____
Name: _____	Name: Steve Sarkozy
Title: _____	Title: Village Manager
Date: _____	Date: _____

Attachments:
Exhibit A – Scope of Services & Fees

EXHIBIT A

PRIVATE WWTP UTILTY EXPANSION

STATEMENT OF WORK

A. Project Overview

As part of an effort to improve water quality, the Village of Estero (VILLAGE) has initiated a utility expansion program. The goal is to decommission private wastewater treatment plants (WWTPs) as well as residential on-site sewage treatment and disposal systems (OSTDS, also known as septic tank systems) and to transfer the wastewater from these systems to public utilities (Lee County Utilities and/or Bonita Springs Utilities). The Village of Estero does not own its own utility system however is embarking on this program for overall improvement of water quality and level of service to its citizens.

The initial phase of the Utility Expansion program and the focus of this scope of services will be the decommissioning of the three (3) private WWTPs located within the VILLAGE limits which generally include the following:

- Sunny Grove – Located west of U.S. 41 and south of Broadway W, this WWTP is permitted as a Class III domestic treatment facility with a capacity of 0.02 million gallons per day (MGD). Effluent disposal is via an on-site rapid infiltration system. The Sunny Grove WWTP is permitted by the Florida Department of Environmental Protection (FDEP) to operate under permit number FLA01577 which expires October 20, 2024.

- Cypress Bend – Located south of Estero Parkway and east of U.S. 41, this WWTP is permitted as a Class III domestic treatment facility with a capacity of 0.065 MGD. Effluent disposal is via an on-site rapid infiltration system. The Cypress bend WWTP is permitted by the FDEP to operate under permit number FLA014545 which expires January 16, 2024.

- Estero Bay Village (Formerly Tahiti Mobile Village) – Located west of U.S. 41 along the south side of Broadway W, this WWTP is permitted as a Class III domestic treatment facility with a capacity of 0.03 MGD. Effluent disposal is via an on-site rapid infiltration system. The Tahiti Mobile Village WWTP is permitted by the FDEP to operate under permit number FLA014653 which expires August 23, 2024.

In order to decommission these three (3) private WWTPs and to connect each system to Lee County's (or Bonita Springs Utilities') system, there are physical improvements which need to be made to each, in addition to the actual decommissioning process. Based on our understanding, the physical improvements required for each WWTP include the following:

- Sunny Grove – The existing Sunny Grove WWTP will be decommissioned, drained and demolished. A new duplex wastewater pumping station sized to accept and pump the average daily flow with an estimated peaking factor will be required along with approximately 1,100 linear feet of new force main from the pump station to the east side of U.S. 41 (installed along the southern property line of Sunny Grove); and then approximately 1,950 linear feet of new force main connecting to an existing Lee County force main located on the north side Corkscrew Road. Crossing of the Estero River is included within this segment. Included on the west side of U.S. 41 will be a force main stub-out with a plug valve and blind flange for a future connection to the

Koreshan State Park. Included on the east side of U.S. 41 will be a second force main stub-out with a plug valve and blind flange for future development to the east.

- Cypress Bend – The existing Cypress Bend WWTP will be decommissioned, drained and demolished. A new duplex wastewater pumping station sized to accept and pump the average daily flow with an estimated peaking factor will be required along with approximately 500 linear feet of new force main from the pump station to the connection point with an existing Lee County force main located on the north side of Estero Parkway. It is anticipated that the new force main will extend from the new pump station (estimated to be located adjacent to the existing WWTP) within the property owned by Cypress Bend. No interaction with the Seminole Gulf Railway is anticipated to be required.

- Estero Bay Village - The existing Estero Bay Village WWTP will be decommissioned, drained and demolished A new duplex wastewater pumping station sized to accept and pump the average daily flow with an estimated peaking factor will be required along with approximately 400 linear feet of new force main from the pump station to the east property line; and then approximately 1,350 linear feet of new force main installed within the property line north to the connection point with an existing Lee County force main located on the north side of Broadway W.

B. PROJECT TEAM

For this effort, Tetra Tech, Inc. (ENGINEER) will perform the proposed services with the help of the following subconsultants for specialized services. The ENGINEER has included a 5-percent markup on subconsultants:

- Ardaman & Associates, Inc. (AAI) will perform the geotechnical investigations which will be used to assist with design.

- Johnson Engineering, Inc. (JEI) will perform subsurface utility exploration (SUE).

- Archeological Consultants, Inc. (ACI) will perform archeological and historical reviews.

C. SCOPE OF SERVICES

The scope of services presented below are for the professional services requested to be performed by the ENGINEER. The scope of services are separated for each development, with the intent to prepare a single bid package to release all three (3) of the projects as a single contract. The bid documents will be established to clearly delineate the separation of costs per system. Releasing the project for construction as a single project reduces the professional services that would otherwise be required for managing multiple contracts. The services to be performed include the following:

Sunny Grove

Task 1 – Preliminary Design Services (Sunny Grove)

A. Project Kickoff (Sunny Grove)

Upon authorization, the ENGINEER will schedule and hold a kickoff meeting with the VILLAGE for the purpose of introducing team members and defining their roles. The ENGINEER will prepare an agenda, sign-in sheet as well as meeting minutes following conclusion of the meeting. In advance of

the meeting, the ENGINEER will prepare a schedule using Microsoft Project, along with a list of items proposed for review in assistance of design. Some of these items are identified below under subtask B.

B. Data Acquisition (Sunny Grove)

The ENGINEER will review available information including available LiDAR data; historical surveying information associated with roadway improvements, developer improvements, etc.; historical geotechnical information, operational data from the WWTP including permits; capacity analysis reports, diurnal flow information (for peak flows) interior wastewater pump station information, electrical information; GIS and hydraulic modeling files (for Lee County's system); roadway information, including as-built drawings, survey data, etc. U.S. 41 and Corkscrew Road (for the portions within the vicinity of the construction limits).

C. Hydraulic Modeling (Sunny Grove)

Utilizing Lee County's Innovyze InfoWater model for the wastewater infrastructure within the area of the proposed improvements, the ENGINEER will input data for the proposed force main and wastewater pump station for the purpose of verifying pipe and pump sizes. The model will be isolated to analyzing the improvements solely required for the improvements associated with the pump station and force main. It is estimated that the pump station will be sized to pump into the nearest available force main network and dictated by the pressure required to overcome system pressure.

Hydraulic Modeling Deliverables

- Hydraulic Model Output Files

D. Cultural Resources (Archaeological Review) (Sunny Grove)

As an initial review indicated the area near the Estero River and Koreshan State Park as having potential historical features, the ENGINEER shall utilize Archaeological Consultants Inc. (ACI) to perform the following efforts to assist in understanding potential impacts to construction:

1. This location has varied archaeological potential and there are several recorded sites along the corridor, and it passes through a National Register listed Historic District. ACI has conducted several projects in this specific area. The services will include background research, detailed discussion of Koreshan Community and the commercial use of the US 41 ROW by the Community and Seminole Tribe selling trinkets, and other nearby resources. Field surveying will be conducted around the treatment plant and along the corridor north of the river. Surveying south of the river is not anticipated as it has been surveyed several times. Travel, (1 day with a 2-person field crew) and a Cultural Resources Assessment Survey (CRAS) Report complying with the Florida Division of Historic Resources' (FDHR) *Module Three, Guidelines for Use by Historic Preservation Professionals* will be performed. If any historic resources (50 years of age or older) are located within the project area or immediately adjacent to it, then additional resources will be required, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC).

Notes:

1. At this time, there are no known artifacts or features which are anticipated to impact construction. However, if during performance of this task, impacts are discovered which require

protection or permitting efforts, in particular near the Koreshan State Park, then such services would be required to be performed under a separate authorization.

Archaeological Deliverables

- Summary Report of Cultural Resources Review

E. Environmental Services (Sunny Grove)

Based on our initial desktop review, the project area is within the consultation area for various protected species and wetlands. However, the extent of impact if any is unknown at this time. The primary impacts are anticipated to be associated with the Estero River, for which sovereign and submerged permitting assistance is included within this scope of services. If upon completion of our initial review it is determined that impacts (beyond known impacts and required permitting associated with the Estero River) to wetlands or species may exist, then additional services and authorization may be required.

1. Perform a database review to determine probability of impacts to protected species or wetlands. It is understood that wetlands may exist in the vicinity of the Estero River, however, as the force main installation will be performed via horizontal directional drill in this area, no impacts are anticipated.

2. FDEP and USACE Environmental Resource Permitting – The ENGINEER will provide an environmental narrative and exhibits in support of an FDEP ERP application for the proposed project (permit submittal under Task 2). It is assumed the project will be designed to qualify for a General Permit by FDEP under Chapter 62-330.453 or 62-330.457, FAC and Nationwide Permit number 12 by USACE. Environmental information will include an environmental supplement report, environmental permit drawings, wetland impact analysis, wetland impact mitigation calculations if required, and completed "Notice of Intent to Use an Environmental Resource and/or State 404 Program General Permit" form. The ENGINEER shall prepare and submit the federal application using ENG Form 4345 if required. The ENGINEER will conduct a meeting with Owner and FDEP or USACE staff to prepare the plans and calculations needed to complete the application. This task includes providing a response to one (1) request for additional information from FDEP and USACE staff. Should an Individual permit be required by the FDEP or USACE, a supplemental agreement may be required. Should Owner or Consultant revise the project design after initial permit application submittal, a supplemental agreement may be required to address modifications required to environmental reports, map exhibits, and calculations. If FDEP determines that the project requires sovereign submerged lands (SSL) authorization, a supplemental agreement may be required for any required SSL permitting/survey services.

Environmental Deliverables:

- Results of desktop review
- Summary of agency pre-application meetings(s)
- Support information for Environmental Resource Permit application

Notes:

1. Based on a database review, there are no known contaminants in the vicinity of this project and therefore no related services are proposed.

2. Based on an initial review, it is estimated that there will be no impacts to environmental features, other than the sovereign and submerged impacts to the Estero River. If during our database review it is determined that impacts outside of this area do exist, then additional services to field review, permit and potentially mitigate may be required under separate authorization.

F. 30-Percent Preliminary Design (Sunny Grove)

Utilizing the output information from subtasks A through E, the following will be performed:

1. Contact Sunshine State One Call (811) in order to obtain contacts for existing utilities along the prospective route. Contact private utility providers to determine if any private utility infrastructure exists within the project area. As part of this task, current design drawings shall be provided to private utility companies for them to mark any additions made to the infrastructure.

2. Prepare preliminary (30-percent) level drawings utilizing aerial imagery available in order to display the location of the proposed pump station, force main, valves, etc.

Preliminary Design Deliverables

- Preliminary Base Drawings

Task 2 – Final Design & Permitting (Sunny Grove)

The ENGINEER will perform final design services as required to produce a complete set of Construction Documents ready for bidding that portrays the work to be completed as part of this project. During design, the ENGINEER will utilize the information resulting from the Task 1 phase with the selected alternative(s). To accomplish the final design, the following subtasks will be performed:

A. Field Surveying & Subsurface Utility Exploration (SUE) (Sunny Grove)

The ENGINEER will utilize Johnson Engineering, Inc. (JEI) to assist with the SUE portion of this task:

1. A topographic survey of the area surrounding the WWTP, percolation ponds and to the master wastewater pump station and/or nearest manhole will be performed along with a route survey for the force main extension to the point of connection will be performed for the purpose of collecting data for the decommissioning and demolition of the WWTP as well as for the design of the new infrastructure. For the Estero River crossing, existing bathymetric data from the FDOT associated with the bridge design along U.S. 41 will be utilized. Vertical data will be collected in the North American Vertical Datum of 1988 (NAVD88). Horizontal data will be collected in the North American Datum of 1983 (NAD83). More specifically, the following data is proposed to be collected:

    - Topographic information associated with the WWTP and percolation ponds as well as invert and location data for the nearest wastewater pump station and/or nearest manhole(s). In addition, topographic data along the proposed force main route, which generally consists of extending east approximately 1,100 linear feet from the Sunny Grove WWTP, to the east side of U.S. 41 and then south approximately 1,950 linear feet (crossing the Estero River) to the north side of Corkscrew Road to the point of connection to an existing Lee County force main. ½ right-of-way will be surveyed along U.S. 41 and an approximate 30-feet wide corridor for the portion within

Sunny Grove's property limits. As part of this effort, the south property line of Sunny Grove will be surveyed in order to determine if the force main can be installed within the Sunny Grove property, or if an easement will be required from the property to the south, which is owned by the State of Florida.

2. Perform SUE efforts to assist with identification of underground utilities. For this effort, JEI will field locate underground utility lines using trenches with vacuum technology within areas of utilities. The depths, locations, sizes, types (if possible) and materials of the utility lines will be obtained. Data associated with the SUE efforts will be collected along with the topographic data by JEI's surveyors. The following trenches are proposed to be performed to assist in utility identification:

    - 4 trenches concentrated along U.S. 41

3. Prepare a sketch and description for the VILLAGE to use in obtaining an easement for placement of the force main and dedication to Lee County, if the force main will be dedicated to Lee County. The goal will be to place the force main on the Sunny Grove side of the property line, or along Lychee Lane, the nearest interior road within Sunny Grove. However, if after locating the property line it is determined that there is insufficient room and if placement along Lychee Lane is not approved by Sunny Grove, then the VILLAGE will need to negotiate an easement from the State of Florida for placement of the force main within the Koreshan State Park.

Surveying & SUE Deliverables:

- AutoCAD file of collected survey data
- Easement Descriptions

Notes:

1. This scope of services excludes performing a partial boundary survey of the WWTP and percolation pond site, which is typically required for submittal with a Limited Development Order.

2. This scope of services excludes performing any title search. It is understood that each developer owns the land where the associated force mains will be extended on private property and that there are no existing easements across the sections of land proposed for installation.

B. Geotechnical Investigations (Sunny Grove)

The ENGINEER shall utilize Ardaman & Associates, Inc. (AAI), to collect ground information to assist with design of the proposed improvements. To accomplish this, AAI shall perform the following:

- (1) 20-ft standard penetration test (SPT) for the proposed pump station
- (2) 30-ft SPTs for U.S. 41 crossing
- (2) 40-ft SPTs for crossing Estero River
- (5) 5-ft Hand Auger Borings

Geotechnical Deliverables:

- Signed and Sealed Geotechnical Report

C. Final Design (Sunny Grove)

Final Design will result in preparation of engineering drawings and technical specifications, which will be submitted to the VILLAGE for review at 75- and 100-percent completion levels. The Final Design shall include the following:

- The demolition of the Sunny Grove WWTP; construction of a new wastewater pump station; and construction of approximately 3,050 linear feet of force main from the new wastewater pump station to the point of connection, on the north side of Corkscrew Road.

Drawings will be developed utilizing the preliminary drawings developed under Task 1. The 75-percent submittals will generally include: drawings with survey and topographic information, existing utility locations, all engineering drawings of the improvements in plan view, all applicable details, draft of technical specifications and an opinion of probable construction costs. The 100-percent submittal will generally include: updated engineering drawings (100% complete), technical specifications incorporating the comments received for the VILLAGE on the 75-percent submittal, and an updated opinion of costs. Review meetings will be held with the VILLAGE following submittal at each completion stage. Quality Assurance/Quality Control reviews will be performed at each submittal stage as well.

A PDF set will be provided to the VILLAGE for each review. Deliverables anticipated to be completed during this phase are summarized below:

1. Utilizing electronic AutoCAD Civil 3D 2021 prepare design drawings using 24x36-inch paper (1"=40' scale) which will display approximately 500 linear feet per sheet. Contract final drawings shall generally include, but not be limited to the following:

   1) General – 3 sheets
   Cover Sheet (1 sheet)
   Index of Sheets and General Notes (1 sheet)
   Legend and Abbreviations (1 sheet)

   2) Civil – 14 sheets
   Existing Survey Data (1 sheet)
   Plan/Profile for Force Main Piping (6 sheets)
   Estero River Crossing (1 sheet)
   WWTP Demolition (2 sheets)
   Wastewater Pump Station Plan and Sections (2 sheets)
   Civil Section and Details (2 sheets)

   3) Electrical/Instrumentation – 5 sheets
   Electrical Legend (1 sheet)
   Electrical Site Plan (1 sheet)
   Single Line Wiring Diagram (1 sheet)
   Panel Details (1 sheet)
   Electrical Details (1 sheet)

2. Perform subaqueous design using BoreAid design assistance software in order to verify entry and exit angles, pipe thickness, tensile strength, pull back force required, critical collapse pressure (both operational and at installation), percent deflection and related factors.

3. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding (Division 1 through 17). The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design. It is understood that the VILLAGE will prepare the project(s) for bidding, inclusive of preparation of the front-end and bidding documents. An initial DRAFT set of technical specifications shall be submitted at the 75-percent completion stage with an updated final set at the 100-percent stage.

4. Prepare a bid schedule for unit cost bidding of the items proposed for installation. The bid schedule will be accompanied with a Measurement and Payment section to describe the bid items. An initial DRAFT bid schedule shall be submitted at the 75-percent completion stage with a final bid schedule at the 100-percent stage.

5. At each an updated submittal stage (75- and 100-percent completion) an updated Opinion of Probable Construction Cost (POPCC) will be submitted following AACE Class 3 standards.

6. Coordinate with private utility owners throughout the design as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 75-percent completion stage.

7. Schedule and attend review meetings with VILLAGE staff following their review at each submittal stage (75- and 100-percent completion).

Final Design Deliverables:

- 75-percent completion documents
  - Drawings in PDF format
  - Technical Specifications
  - Opinion of Costs
- 100-percent completion (ready for bid)
  - Drawings in PDF format
  - Technical Specifications
  - Opinion of Costs

D. Permitting (Sunny Grove)

At the 75-percent design completion stage, the ENGINEER will initiate performance of the following permitting services:

1. Prepare and submit the following permit applications:

   FDEP

   - Written notification (no formal form) for the WWTP decommissioning. Written notification must be submitted at least 60 days in advance of decommissioning in accordance with Chapter 62-600.410(7) of the Florida Administrative Code (F.A.C.)
   - Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation for the proposed wastewater pump station and force main improvements.

- Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications for stormwater control during construction. It is anticipated that a single NOI and SWP3 application will be submitted for the entire project, not one (1) for each force main system application (2 total).
- Prepare and submit a joint Section 404/10 permit application for local approval by FDEP and the U.S. Army Corps of Engineers (USACE).

FDOT

- Prepare and submit a Utilities/Right-of-way Use permit application for installation within the U.S. 41 right-of-way.

Village of Estero

- Prepare and submit an Application for a Limited Development Order to the proposed force main, wastewater pump station and WWTP demolition.

Lee County Utilities

- Prepare and submit an Application for a Lee County Utilities permit for the proposed force main and wastewater pump station.

2. Respond to agency issued requests for additional information (RAIs) associated with the submitted permit applications.

Notes:

1. All permit application fees will be paid by the VILLAGE. During the permitting process, the ENGINEER will confirm application fees and provide supporting information to the VILLAGE.

2. At this time, it is unknown what if any impacts will be made to protected species and this will not be determined until field investigations can be performed. As such, no permitting efforts can be determined for environmental impacts at this time.

Permitting Deliverables

- Draft permit applications and supporting documentation.
- Request for permit application fees along with backup documentation, as required.
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required.
- Copies of responses to RAIs.
- Original permits once received.

Task 3 – Bidding & Award Assistance (Sunny Grove)

With the exception of the following, bidding services will be performed by the VILLAGE:

1. Provide the VILLAGE an electronic copy of the bid set to include bid form, drawings, and technical specifications in PDF format for incorporation with the VILLAGE's bidding and contract documents

for bidding purposes for each project. The VILLAGE will be responsible for printing, distribution, and logging of the bid sets to potential bidders.

2. Attend Pre-Bid Meeting.

3. Respond to questions and prepare addenda as required to interpret, clarify, or expand the bidding documents. The VILLAGE will be responsible for distribution of addenda to all registered plan holders.

4. Evaluate bids and make recommendation of the award.

5. Following award of the contract, prepare a set of conformed documents incorporating changes made during bidding through addenda and contract documents executed by the VILLAGE and Contractor. Two (2) hard copies and one (1) electronic copy in PDF format on CD of a conformed set of Contract Documents will be provided to the VILLAGE and one (1) reproducible set to the recommended Contractor.

Bidding and Award Deliverables:

- Responses to bidder questions for VILLAGE's incorporation into addenda
- Recommendation of award
- Conformed documents incorporating addenda

Task 4 – Construction Phase Services (Sunny Grove)

This scope of services is based on an anticipated construction period of 210 days to substantial completion and an additional 30 days to final completion for a total construction period of 240 days. For this project the ENGINEER will provide the following construction phase services:

A. Construction Management (Sunny Grove)

1. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees for each project.

2. Attend progress and specially scheduled meetings throughout progress of the project. Progress meetings will be held monthly as needed to coordinate work in progress. It is anticipated that progress meetings will extend an average duration of 2 hours each, followed by a site visit at an average duration of 2 hours each. ENGINEER will be responsible for preparing and distributing meeting minutes. (8) progress meetings are anticipated for each project.

3. Make site visits to the construction site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule and will be in addition to the visits following each progress meeting. It is anticipated that 8 site visits with an average duration of approximately 2 hours will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents for each project.

4. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract

Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid to the ENGINEER by the Contractor through the VILLAGE. It is anticipated that up to 20 shops drawings will be submitted.

5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. Up to 10 RFIs are anticipated.

6. Develop and process Change Orders with VILLAGE's input and approval as required due to unforeseen conditions. Up to 2 change orders are anticipated.

7. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the VILLAGE of the recommended payments to the Contractor. Up to 8 pay applications are anticipated.

8. Attend startup testing for the proposed pumps. Startup testing shall be performed by the equipment representative in the presence of the Contractor, VILLAGE and ENGINEER. It is anticipated that startup testing will take approximately 2 hours of representative time.

9. Upon written request by Contractor, conduct a substantial completion inspection to determine if Work is substantially complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection of each project to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the VILLAGE and recommend that the VILLAGE make final payment to the Contractor.

10. Prepare record drawings for VILLAGE's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the VILLAGE with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings. Record drawings to be based on electronic survey as-built data to be provided by the Contractor. (Monthly reviews of contractor submitted as-builts will only be applicable to the infrastructure improvements. Record Drawings will be prepared by the ENGINEER at the end of the project.

11. Prepare and submit certifications and required supporting documentation to regulatory agencies having issued permits for construction.

<u>Construction Management Deliverables:</u>

- Meeting minutes
- Site visit summaries
- Approved shop drawings
- Approved pay applications
- Prepared change orders
- Responses to requests for additional information
- Punch list following substantial completion
- Closeout documentation
- Record drawings
- Regulatory certifications

B. Construction Engineering Inspection (Sunny Grove)

Upon commencing the construction phase, ENGINEER will provide construction engineering inspection (CEI) services. Our scope of services is based on a total construction period of 240 days (210 days to substantial and an additional 30 days to final completion) and the use of one (1) inspector working directly under the ENGINEER's Project Manager. Our scope of services is also based on each of the three (3) projects being performed concurrently and the inspector moving throughout each project site on a daily basis.

CEI services as proposed are based on a work week of 5 days per week, up to 14 hours per week dedicated to Sunny Grove while construction is being performed. It is estimated that the actual construction time required to complete the force main, pump station and demolition efforts is 18 weeks which equates to approximately 250 work hours. (It is not anticipated that CEI services will be required beyond substantial completion.) The role of the ENGINEER's staff is as follows:

1. CEI staff members are to assist the VILLAGE and ENGINEER in observing progress and quality of the Work.

2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the CEI staff, ENGINEER shall endeavor to provide further protection for the VILLAGE against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. The duties and responsibilities of the CEI staff are limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:

    a. General: CEI staff to act as ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding CEI staff's actions. CEI staff's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping the VILLAGE advised as necessary. CEI staff's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. CEI staff shall generally communicate with the VILLAGE with the knowledge of and under the direction of ENGINEER.

    b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

    c. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

    a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

b. Assist ENGINEER in serving as the VILLAGE's liaison with Contractor when Contractor's operations affect the VILLAGE's on-site operations.

c. Assist in obtaining from the VILLAGE additional details or information, when required for proper execution of the Work.

5. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with CEI staff's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

6. Review of Work and Rejection of Defective Work:

   a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ENGINEER whenever CEI staff believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that CEI staff believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7. Inspections, Tests, and System Startups:

   a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate VILLAGE's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

8. Records:

   a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

   b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change

Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all CEI related project documentation to ENGINEER.

9. Reports:

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENGINEER and the VILLAGE copies of all inspection, test, and system startup reports.

d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work. As part of this effort, CEI staff will review monthly CAD-as-built data from Contractor.

11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to the VILLAGE prior to payment for that part of the Work.

12. Completion:

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, the VILLAGE, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

13. CEI staff members shall not:

a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “VILLAGE approved or equal" items).

b. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

c. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the VILLAGE or Contractor.

f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

h. Authorize the VILLAGE to occupy the Project in whole or in part.

CEI Deliverables:

- Daily Reports
- Correspondence related to CEI services

Cypress Bend

Task 1 – Preliminary Design Services (Cypress Bend)

A. Project Kickoff (Cypress Bend)

Upon authorization, the ENGINEER will schedule and hold a kickoff meeting with the VILLAGE for the purpose of introducing team members and defining their roles. The ENGINEER will prepare an agenda, sign-in sheet as well as meeting minutes following conclusion of the meeting. In advance of the meeting, the ENGINEER will prepare a schedule using Microsoft Project, along with a list of items proposed for review in assistance of design. Some of these items are identified below under subtask B.

B. Data Acquisition (Cypress Bend)

The ENGINEER will review available information including available LiDAR data; historical surveying information associated with roadway improvements, developer improvements, etc.; historical geotechnical information, operational data from the WWTP including permits; capacity analysis reports, diurnal flow information (for peak flows) interior wastewater pump station information, electrical information; GIS and hydraulic modeling files (for Lee County's system); roadway information, including as-built drawings, survey data, etc. for Estero Parkway (for the portions within the vicinity of the construction limits).

C. Hydraulic Modeling (Cypress Bend)

Utilizing Lee County's Innovyze InfoWater model for the wastewater infrastructure within the area of the proposed improvements, the ENGINEER will input data for the proposed force main and wastewater pump station for the purpose of verifying pipe and pump sizes. The model will be isolated to analyzing the improvements solely required for the improvements associated with the pump station and force main. It is estimated that the pump station will be sized to pump into the nearest available force main network and dictated by the pressure required to overcome system pressure.

Hydraulic Modeling Deliverables

- Hydraulic Model Output Files

D. Cultural Resources (Archaeological Review) (Cypress Bend)

The ENGINEER shall utilize Archaeological Consultants Inc. (ACI) to perform the following efforts to assist in understanding potential impacts to construction:

1. This location has low archaeological potential based on a preliminary review. The cost will include background research, field survey, travel, (1 day with a 2-person field crew) and a CRAS Report complying with the FDHR *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located on the property, additional services will be required, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC).

Notes:

1. At this time, there are no known artifacts or features which are anticipated to impact construction. However, if during performance of this task, impacts are discovered which require protection or permitting efforts, then such services would be required to be performed under a separate authorization.

Archaeological Deliverables

- Summary Report of Cultural Resources Review

E. Environmental Services (Cypress Bend)

1. Based on an initial review, Cypress Bend does not appear to be directly located within an area for various protected species and wetlands. The ENGINEER will perform a review of available State, County and Federal GIS databases in order to verify the area is excluded from protection areas. If during our review any protected wetlands or species are discovered, the VILLAGE will be notified and the required additional services will be determined.

Environmental Deliverables:

- FLUCFCS map showing upland/wetland boundaries
- Results of protected species survey

Notes:

1. Based on a database review, there are no known contaminants in the vicinity of this project and therefore no related services are proposed.

2. Based on an initial review, it is estimated that there will be no impacts to environmental features. If during our database review it is determined that impacts do exist, then additional services to field review, permit and potentially mitigate may be required under separate authorization.

F. 30-Percent Preliminary Design (Cypress Bend)

Utilizing the output information from subtasks A through E, the following will be performed:

1. Contact Sunshine State One Call (811) in order to obtain contacts for existing utilities along the prospective route. Contact private utility providers to determine if any private utility infrastructure exists within the project areas. As part of this task, current design drawings shall be provided to private utility companies for them to mark any additions made to the infrastructure.

2. Prepare preliminary (30-percent) level drawings utilizing aerial imagery available in order to display the location of the proposed pump station, force main, valves, etc.

Preliminary Design Deliverables

- Preliminary Base Drawings

Task 2 – Final Design & Permitting (Cypress Bend)

The ENGINEER will perform final design services as required to produce a complete set of Construction Documents ready for bidding, that portrays the work to be completed as part of this project. During design, the ENGINEER will utilize the information resulting from the Task 1 phase with the selected alternative(s). To accomplish the final design, the following subtasks will be performed:

A. Field Surveying & Subsurface Utility Exploration (SUE) (Cypress Bend)

The ENGINEER will utilize Johnson Engineering, Inc. (JEI) to assist with the SUE portion of this task:

1. A topographic survey of the area surrounding the WWTP, percolation ponds and to the master wastewater pump station and/or nearest manhole will be performed along with a route survey for the force main extension to the point of connection will be performed for the purpose of collecting data for the decommissioning and demolition of each WWTP as well as for the design of the new infrastructure. Vertical data will be collected in the North American Vertical Datum of 1988 (NAVD88). Horizontal data will be collected in the North American Datum of 1983 (NAD83). More specifically, the following data is proposed to be collected:

    - Topographic information associated with the WWTP and percolation ponds as well as invert and location data for the nearest wastewater pump station and/or nearest manhole(s). In addition, topographic data along the proposed force main route, which generally consists of extending north approximately 500 linear feet from the Cypress Bend WWTP, to the point of connection to an existing Lee County force main located on the north side of Estero Parkway. An approximate 30-feet wide corridor for the portion within Cypress Bend's property limits. As part of this effort, the west property line of Cypress Bend's WWTP and percolation pond parcel will be surveyed in order to verify placement within the property.

2. Perform SUE efforts to assist with identification of underground utilities. For this effort, JEI will field locate underground utility lines using both ground penetrating radar (GPR) and trenches using vacuum technology within areas of utilities. The depths, locations, sizes, types (if possible) and materials of the utility lines will be obtained. Data associated with the SUE efforts will be collected along with the topographic data by JEI's surveyors. The following trenches are proposed to be performed to assist in utility identification:

    - 2 trenches, 1 on each side of Estero Parkway

3. Prepare a sketch and description for the VILLAGE to use in obtaining an easement for placement of the force main and dedication to Lee County, if the force main will be dedicated to Lee County. The easement is anticipated to be approximately 20-feet in width and 500 feet in length.

<u>Surveying & SUE Deliverables:</u>

- AutoCAD file of collected survey data
- Easement Descriptions

Notes:

1. This scope of services excludes performing a partial boundary survey of the WWTP and percolation pond site, which is typically required for submittal with a Limited Development Order.

2. This scope of services excludes performing any title search. It is understood that each developer owns the land where the associated force mains will be extended on private property and that there are no existing easements across the sections of land proposed for installation.

B. Geotechnical Investigations (Cypress Bend)

The ENGINEER shall utilize Ardaman & Associates, Inc. (AAI), to collect ground information to assist with design of the proposed improvements. To accomplish this, AAI shall perform the following:

- (1) 20-ft SPT for the proposed pump station
- (2) 30-ft SPTs for crossing Estero Parkway
- (1) 5-ft Hand Auger Boring

Geotechnical Deliverables:

- Signed and Sealed Geotechnical Report

C. Final Design (Cypress Bend)

Final Design will result in preparation of engineering drawings and technical specifications, which will be submitted to the VILLAGE for review at 75- and 100-percent completion levels. The Final Design shall include the following:

- The demolition of the Cypress Bend WWTP; construction of a new wastewater pump station and construction of approximately 500 linear feet of force main from the new wastewater pump station to the point of connection, on the north side of Estero Parkway.

Drawings will be developed utilizing the preliminary drawings developed under Task 1. The 75-percent submittals will generally include: drawings with survey and topographic information, existing utility locations, all engineering drawings of the improvements in plan view, all applicable details, draft of technical specifications and an opinion of probable construction costs. The 100-percent submittal will generally include: updated engineering drawings (100% complete), technical specifications incorporating the comments received for the VILLAGE on the 75-percent submittal, and an updated opinion of costs. Review meetings will be held with the VILLAGE following submittal at each completion stage. Quality Assurance/Quality Control reviews will be performed at each submittal stage as well.

A PDF set will be provided to the VILLAGE for each review. Deliverables anticipated to be completed during this phase are summarized below:

1. Utilizing electronic AutoCAD Civil 3D 2021 prepare design drawings using 24x36-inch paper (1"=40' scale) which will display approximately 500 linear feet per sheet. Contract final drawings shall generally include, but not be limited to the following:

   1) General – 3 sheets
   Cover Sheet (1 sheet)
   Index of Sheets and General Notes (1 sheet)
   Legend and Abbreviations (1 sheet)

   2) Civil – 8 sheets
   Existing Survey Data (1 sheet)

Plan/Profile for Force Main Piping (1 sheets)
WWTP Demolition (2 sheets)
Wastewater Pump Station Plan and Sections (2 sheets)
Civil Section and Details (2 sheets)

3) Electrical/Instrumentation – 5 sheets
Electrical Legend (1 sheet)
Electrical Site Plan (1 sheet)
Single Line Wiring Diagram (1 sheet)
Panel Details (1 sheet)
Electrical Details (1 sheet)

2. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding (Division 1 through 17). The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design. It is understood that the VILLAGE will prepare the project(s) for bidding, inclusive of preparation of the front-end and bidding documents. An initial DRAFT set of technical specifications shall be submitted at the 75-percent completion stage with an updated final set at the 100-percent stage.

3. Prepare a bid schedule for unit cost bidding of the items proposed for installation. The bid schedule will be accompanied with a Measurement and Payment section to describe the bid items. An initial DRAFT bid schedule shall be submitted at the 75-percent completion stage with a final bid schedule at the 100-percent stage.

4. At each an updated submittal stage (75- and 100-percent completion) an updated Opinion of Probable Construction Cost (POPCC) will be submitted following AACE Class 3 standards.

5. Coordinate with private utility owners throughout the design as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 75-percent completion stage.

6. Schedule and attend review meetings with VILLAGE staff following their review at each submittal stage (75- and 100-percent completion).

Final Design Deliverables:

- 75-percent completion documents
  - Drawings in PDF format
  - Technical Specifications
  - Opinion of Costs
- 100-percent completion (ready for bid)
  - Drawings in PDF format
  - Technical Specifications
  - Opinion of Costs

D. Permitting (Cypress Bend)

At the 75-percent design completion stage, the ENGINEER will initiate performance of the following permitting services:

1. Prepare and submit the following permit applications:

   FDEP

   - Written notification (no formal form) for the WWTP decommissioning. Written notification must be submitted at least 60 days in advance of decommissioning in accordance with Chapter 62-600.410(7) of the F.A.C.
   - Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation for the proposed wastewater pump station and force main improvements.
   - Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications for stormwater control during construction. It is anticipated that a single NOI and SWP3 application will be submitted for the entire project, not one (1) for each force main system application (2 total).

   Village of Estero

   - Prepare and submit an Application for a Limited Development Order to the proposed force main, wastewater pump station and WWTP demolition.

   Lee County Utilities

   - Prepare and submit an Application for a Lee County Utilities permit for the proposed force main and wastewater pump station.

2. Respond to agency issued requests for additional information (RAIs) associated with the submitted permit applications.

Notes:

1. All permit application fees will be paid by the VILLAGE. During the permitting process, the ENGINEER will confirm application fees and provide supporting information to the VILLAGE.

2. At this time, it is unknown what if any impacts will be made to protected species and this will not be determined until field investigations can be performed. As such, no permitting efforts can be determined for environmental impacts at this time.

3. Cypress Bend RV Resort is located on the west side of the Seminole Gulf Railway. The associated WWTP is located on the east side. It is understood that all work will be performed on the east side and no interaction or permitting through the Seminole Gulf Railway will be required, and hence has been excluded from this scope of services.

Permitting Deliverables

- Draft permit applications and supporting documentation.
- Request for permit application fees along with backup documentation, as required.
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required.
- Copies of responses to RAIs.

- Original permits once received.

Task 3 – Bidding & Award Assistance (Cypress Bend)

With the exception of the following, bidding services will be performed by the VILLAGE:

1. Provide the VILLAGE an electronic copy of the bid set to include bid form, drawings, and technical specifications in PDF format for incorporation with the VILLAGE's bidding and contract documents for bidding purposes for each project. The VILLAGE will be responsible for printing, distribution, and logging of the bid sets to potential bidders.

2. Attend Pre-Bid Meeting.

3. Respond to questions and prepare addenda as required to interpret, clarify, or expand the bidding documents. The VILLAGE will be responsible for distribution of addenda to all registered plan holders.

4. Evaluate bids and make recommendation of the award.

5. Following award of the contract, prepare a set of conformed documents incorporating changes made during bidding through addenda and contract documents executed by the VILLAGE and Contractor. Two (2) hard copies and one (1) electronic copy in PDF format on CD of a conformed set of Contract Documents will be provided to the VILLAGE and one (1) reproducible set to the recommended Contractor.

Bidding and Award Deliverables:

- Responses to bidder questions for VILLAGE's incorporation into addenda
- Recommendation of award
- Conformed documents incorporating addenda

Task 4 – Construction Phase Services (Cypress Bend)

This scope of services is based on an anticipated construction period of 150 days to substantial completion and an additional 30 days to final completion for a total construction period of 180 days. For this project the ENGINEER will provide the following construction phase services:

A. Construction Management (Cypress Bend)

1. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees for each project.

2. Attend progress and specially scheduled meetings throughout progress of the project. Progress meetings will be held monthly as needed to coordinate work in progress. It is anticipated that progress meetings will extend an average duration of 2 hours each. ENGINEER will be responsible for preparing and distributing meeting minutes. (6) progress meetings are anticipated for each project.

3. Make site visits to the construction site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. These will be scheduled during critical

points during the construction of the project and will be determined based upon the Contractor's schedule and will be in addition to the visits following each progress meeting. It is anticipated that 6 site visits with an average duration of approximately 2 hours will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents for each project.

4. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid to the ENGINEER by the Contractor through the VILLAGE. It is anticipated that up to 20 shops drawings will be submitted.

5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. Up to 8 RFIs are anticipated.

6. Develop and process Change Orders with VILLAGE's input and approval as required due to unforeseen conditions. Up to 2 change orders are anticipated.

7. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the VILLAGE of the recommended payments to the Contractor. Up to 6 pay applications are anticipated.

8. Attend startup testing for the proposed pumps. Startup testing shall be performed by the equipment representative in the presence of the Contractor, VILLAGE and ENGINEER. It is anticipated that startup testing will take approximately 2 hours of representative time.

9. Upon written request by Contractor, conduct a substantial completion inspection to determine if Work is substantially complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection of each project to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the VILLAGE and recommend that the VILLAGE make final payment to the Contractor.

10. Prepare record drawings for VILLAGE's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the VILLAGE with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings. Record drawings to be based on electronic survey as-built data to be provided by the Contractor. (Monthly reviews of contractor submitted as-builts will only be applicable to the infrastructure improvements. Record Drawings will be prepared by the ENGINEER at the end of the project.

11. Prepare and submit certifications and required supporting documentation to regulatory agencies having issued permits for construction.

<u>Construction Management Deliverables:</u>

- Meeting minutes
- Site visit summaries
- Approved shop drawings
- Approved pay applications
- Prepared change orders

- Responses to requests for additional information
- Punch list following substantial completion
- Closeout documentation
- Record drawings
- Regulatory certifications

B. Construction Engineering Inspection (Cypress Bend)

Upon commencing the construction phase, ENGINEER will provide construction engineering inspection (CEI) services. Our scope of services is based on a total construction period of 180 days (150 days to substantial and an additional 30 days to final completion) and the use of one (1) inspector working directly under the ENGINEER's Project Manager. Our scope of services is also based on each of the three (3) projects being performed concurrently and the inspector moving throughout each project site on a daily basis.

CEI services as proposed are based on a work week of 5 days per week, up to 13 hours per week dedicated to Cypress Bend while construction is being performed. It is estimated that the actual construction time required to complete the force main, pump station and demolition efforts is 14 weeks which equates to approximately 180 work hours. (It is not anticipated that CEI services will be required beyond substantial completion.) The role of the ENGINEER's staff is as follows:

1. CEI staff members are to assist the VILLAGE and ENGINEER in observing progress and quality of the Work.

2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the CEI staff, ENGINEER shall endeavor to provide further protection for the VILLAGE against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. The duties and responsibilities of the CEI staff are limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:

    a. General: CEI staff to act as ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding CEI staff's actions. CEI staff's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping the VILLAGE advised as necessary. CEI staff's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. CEI staff shall generally communicate with the VILLAGE with the knowledge of and under the direction of ENGINEER.

    b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

c. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

   a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

   b. Assist ENGINEER in serving as the VILLAGE's liaison with Contractor when Contractor's operations affect the VILLAGE's on-site operations.

   c. Assist in obtaining from the VILLAGE additional details or information, when required for proper execution of the Work.

5. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with CEI staff's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

6. Review of Work and Rejection of Defective Work:

   a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

   b. Report to ENGINEER whenever CEI staff believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that CEI staff believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7. Inspections, Tests, and System Startups:

   a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

   b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate VILLAGE's personnel, and that Contractor maintains adequate records thereof.

   c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

   d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

8. Records:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all CEI related project documentation to ENGINEER.

9. Reports:

a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to ENGINEER and the VILLAGE copies of all inspection, test, and system startup reports.

d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work. As part of this effort, CEI staff will review monthly CAD-as-built data from Contractor.

11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to the VILLAGE prior to payment for that part of the Work.

12. Completion:

a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

c. Participate in a final inspection in the company of ENGINEER, the VILLAGE, and Contractor and prepare a final list of items to be completed or corrected.

d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

13. CEI staff members shall not:

a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “VILLAGE approved or equal" items).

b. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

c. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the VILLAGE or Contractor.

f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

h. Authorize the VILLAGE to occupy the Project in whole or in part.

CEI Deliverables:

- Daily Reports
- Correspondence related to CEI services

Estero Bay Village

Task 1 – Preliminary Design Services (Estero Bay Village)

A. Project Kickoff (Estero Bay Village)

Upon authorization, the ENGINEER will schedule and hold a kickoff meeting with the VILLAGE for the purpose of introducing team members and defining their roles. The ENGINEER will prepare an agenda, sign-in sheet as well as meeting minutes following conclusion of the meeting. In advance of the meeting, the ENGINEER will prepare a schedule using Microsoft Project, along with a list of items proposed for review in assistance of design. Some of these items are identified below under subtask B.

B. Data Acquisition (Estero Bay Village)

The ENGINEER will review available information including available LiDAR data; historical surveying information associated with roadway improvements, developer improvements, etc.; historical geotechnical information, operational data from each WWTP including permits; capacity analysis reports, diurnal flow information (for peak flows) interior wastewater pump station information, electrical information; GIS and hydraulic modeling files (for Lee County's system); roadway information, including as-built drawings, survey data, etc. for Broadway W (for the portions within the vicinity of the construction limits).

C. Hydraulic Modeling (Estero Bay Village)

Utilizing Lee County's Innovyze InfoWater model for the wastewater infrastructure within the area of the proposed improvements, the ENGINEER will input data for the proposed force main and wastewater pump station for the purpose of verifying pipe and pump sizes. The model will be isolated to analyzing the improvements solely required for the improvements associated with the pump station and force main. It is estimated that the pump station will be sized to pump into the nearest available force main network and dictated by the pressure required to overcome system pressure.

Hydraulic Modeling Deliverables

- Hydraulic Model Output Files

D. Cultural Resources (Archaeological Review) (Estero Bay Village)

The ENGINEER shall utilize Archaeological Consultants Inc. (ACI) to perform the following efforts to assist in understanding potential impacts to construction. ACI shall perform the following:

1. This location has low archaeological potential based on a preliminary review. The cost will include background research, field survey, travel, (1 day with a 2-person field crew) and a CRAS Report complying with the FDHR *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located on the property, additional services will be required, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC).

Notes:

1. At this time, there are no known artifacts or features which are anticipated to impact construction. However, if during performance of this task, impacts are discovered which require protection or permitting efforts, then such services would be required to be performed under a separate authorization.

Archaeological Deliverables

- Summary Report of Cultural Resources Review

E. Environmental Services (Estero Bay Village)

1. Based on an initial review, Estero Bay Village does not appear to be directly located within an area for various protected species and wetlands. The ENGINEER will perform a review of available State, County and Federal GIS databases in order to verify the area is excluded from protection areas. If during our review any protected wetlands or species are discovered, the VILLAGE will be notified and the required additional services will be determined.

Environmental Deliverables:

- FLUCFCS map showing upland/wetland boundaries
- Results of protected species survey

Notes:

1. Based on a database review, there are no known contaminants in the vicinity of this project and therefore no related services are proposed.

2. Based on an initial review, it is estimated that there will be no impacts to environmental features. If during our database review it is determined that impacts do exist, then additional services to field review, permit and potentially mitigate may be required under separate authorization.

F. 30-Percent Preliminary Design (Estero Bay Village)

Utilizing the output information from subtasks A through E, the following will be performed:

1. Contact Sunshine State One Call (811) in order to obtain contacts for existing utilities along the prospective route. Contact private utility providers to determine if any private utility infrastructure exists within the project areas. As part of this task, current design drawings shall be provided to private utility companies for them to mark any additions made to the infrastructure.

2. Prepare preliminary (30-percent) level drawings utilizing aerial imagery available in order to display the location of the proposed pump station, force main, valves, etc.

Preliminary Design Deliverables

- Preliminary Base Drawings

Task 2 – Final Design & Permitting (Estero Bay Village)

The ENGINEER will perform final design services as required to produce a complete set of Construction Documents ready for bidding, that portrays the work to be completed as part of this project. During design, the ENGINEER will utilize the information resulting from the Task 1 phase with the selected alternative. To accomplish the final design, the following subtasks will be performed:

A. Field Surveying & Subsurface Utility Exploration (SUE) (Estero Bay Village)

The ENGINEER will utilize Johnson Engineering, Inc. (JEI) to assist with the SUE portion of this task:

1. A topographic survey of the area surrounding the WWTP, percolation ponds and to the master wastewater pump station and/or nearest manhole will be performed along with a route survey for the force main extension to the point of connection will be performed for the purpose of collecting data for the decommissioning and demolition of the WWTP as well as for the design of the new infrastructure. Vertical data will be collected in the North American Vertical Datum of 1988 (NAVD88). Horizontal data will be collected in the North American Datum of 1983 (NAD83). More specifically, the following data is proposed to be collected:

    - Topographic information associated with the WWTP and percolation ponds as well as invert and location data for the nearest wastewater pump station and/or nearest manhole(s). In addition, topographic data along the proposed force main route, which generally consists of extending approximately 400 linear feet to the east property line and then north approximately 1,350 linear feet from the Estero Bay WWTP to the point of connection to an existing Lee County force main located on the north side of Broadway W. As part of this effort, the south property line of Sunny Grove will be surveyed in order to determine if the force main can be installed within the Sunny Grove property, or if an easement will be required from the property to the south, which is owned by the State of Florida.

2. Perform SUE efforts to assist with identification of underground utilities. For this effort, JEI will field locate underground utility lines using both ground penetrating radar (GPR) and trenches using vacuum technology within areas of utilities. The depths, locations, sizes, types (if possible) and materials of the utility lines will be obtained. Data associated with the SUE efforts will be collected along with the topographic data by JEI's surveyors. The following trenches are proposed to be performed to assist in utility identification:

    - 2 trenches, 1 on each side of Broadway W

3. Prepare a sketch and description for the VILLAGE to use in obtaining an easement for placement of the force and dedication to Lee County, if the force main will be dedicated to Lee County. The goal will be to place the force main on the Estero Bay Village side of the property line, or along Tahitian Boulevard, the nearest interior road within Estero Bay Village. However, if after locating the property line it is determined that there is insufficient room and if placement along Tahitian Boulevard is not approved by Estero Bay Village, then the VILLAGE will need to negotiate an easement from the Lee County for placement of the force main on the east side of Estero Bay Village.

<u>Surveying & SUE Deliverables:</u>

- AutoCAD file of collected survey data
- Easement Descriptions

Notes:

1. This scope of services excludes performing a partial boundary survey of the WWTP and percolation pond site, which is typically required for submittal with a Limited Development Order.

2. This scope of services excludes performing any title search. It is understood that each developer owns the land where the associated force mains will be extended on private property and that there are no existing easements across the sections of land proposed for installation.

B. Geotechnical Investigations (Estero Bay Village)

The ENGINEER shall utilize Ardaman & Associates, Inc. (AAI), to collect ground information to assist with design of the proposed improvements. To accomplish this, AAI shall perform the following:

- (1) 20-ft SPT for the proposed pump station
- (2) 20-ft SPTs for crossing Broadway W
- (3) 5-ft Hand Auger Borings

Geotechnical Deliverables:

- Signed and Sealed Geotechnical Report

C. Final Design (Estero Bay Village)

Final Design will result in preparation of engineering drawings and technical specifications, which will be submitted to the VILLAGE for review at 75- and 100-percent completion levels. The Final Design shall include the following:

- The demolition of the Estero Bay Village WWTP; construction of a new wastewater pump station and construction of approximately 1,7500 linear feet of force main from the new wastewater pump station to the point of connection, on the north side of Broadway W.

Drawings will be developed utilizing the preliminary drawings developed under Task 1. The 75-percent submittals will generally include: drawings with survey and topographic information, existing utility locations, all engineering drawings of the improvements in plan view, all applicable details, draft of technical specifications and an opinion of probable construction costs. The 100-percent submittal will generally include: updated engineering drawings (100% complete), technical specifications incorporating the comments received for the VILLAGE on the 75-percent submittal, and an updated opinion of costs. Review meetings will be held with the VILLAGE following submittal at each completion stage. Quality Assurance/Quality Control reviews will be performed at each submittal stage as well.

A PDF set will be provided to the VILLAGE for each review. Deliverables anticipated to be completed during this phase are summarized below:

1. Utilizing electronic AutoCAD Civil 3D 2021 prepare design drawings using 24x36-inch paper (1"=40' scale) which will display approximately 500 linear feet per sheet. Contract final drawings shall generally include, but not be limited to the following:

   1) General – 3 sheets
   Cover Sheet (1 sheet)

Index of Sheets and General Notes (1 sheet)
Legend and Abbreviations (1 sheet)

2) Civil – 11 sheets
Existing Survey Data (1 sheet)
Plan/Profile for Force Main Piping (4 sheets)
WWTP Demolition (2 sheets)
Wastewater Pump Station Plan and Sections (2 sheets)
Civil Section and Details (2 sheets)

3) Electrical/Instrumentation – 5 sheets
Electrical Legend (1 sheet)
Electrical Site Plan (1 sheet)
Single Line Wiring Diagram (1 sheet)
Panel Details (1 sheet)
Electrical Details (1 sheet)

2. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding (Division 1 through 17). The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design. It is understood that the VILLAGE will prepare the project(s) for bidding, inclusive of preparation of the front-end and bidding documents. An initial DRAFT set of technical specifications shall be submitted at the 75-percent completion stage with an updated final set at the 100-percent stage.

3. Prepare a bid schedule for unit cost bidding of the items proposed for installation. The bid schedule will be accompanied with a Measurement and Payment section to describe the bid items. An initial DRAFT bid schedule shall be submitted at the 75-percent completion stage with a final bid schedule at the 100-percent stage.

4. At each an updated submittal stage (75- and 100-percent completion) an updated Opinion of Probable Construction Cost (POPCC) will be submitted following AACE Class 3 standards.

5. Coordinate with private utility owners throughout the design as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 75-percent completion stage.

6. Schedule and attend review meetings with VILLAGE staff following their review at each submittal stage (75- and 100-percent completion).

<u>Final Design Deliverables:</u>

- 75-percent completion documents
  - Drawings in PDF format
  - Technical Specifications
  - Opinion of Costs
- 100-percent completion (ready for bid)
  - Drawings in PDF format
  - Technical Specifications
  - Opinion of Costs

D. Permitting (Estero Bay Village)

At the 75-percent design completion stage, the ENGINEER will initiate performance of the following permitting services:

1. Prepare and submit the following permit applications:

   FDEP

   - Written notification (no formal form) for the WWTP decommissioning. Written notification must be submitted at least 60 days in advance of decommissioning in accordance with Chapter 62-600.410(7) of the Florida Administrative Code (F.A.C.)
   - Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation for the proposed wastewater pump station and force main improvements.
   - Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications for stormwater control during construction. It is anticipated that a single NOI and SWP3 application will be submitted for the entire project, not one (1) for each force main system application (2 total).

   Village of Estero

   - Prepare and submit an Application for a Limited Development Order to the proposed force main, wastewater pump station and WWTP demolition.

   Lee County Utilities

   - Prepare and submit an Application for a Lee County Utilities permit for the proposed force main and wastewater pump station.

2. Respond to agency issued requests for additional information (RAIs) associated with the submitted permit applications.

Notes:

1. All permit application fees will be paid by the VILLAGE. During the permitting process, the ENGINEER will confirm application fees and provide supporting information to the VILLAGE.

2. At this time, it is unknown what if any impacts will be made to protected species and this will not be determined until field investigations can be performed. As such, no permitting efforts can be determined for environmental impacts at this time.

Permitting Deliverables

- Draft permit applications and supporting documentation.
- Request for permit application fees along with backup documentation, as required.
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required.

- Copies of responses to RAIs.
- Original permits once received.

Task 3 – Bidding & Award Assistance (Estero Bay Village))

With the exception of the following, bidding services will be performed by the VILLAGE:

1. Provide the VILLAGE an electronic copy of the bid set to include bid form, drawings, and technical specifications in PDF format for incorporation with the VILLAGE's bidding and contract documents for bidding purposes for each project. The VILLAGE will be responsible for printing, distribution, and logging of the bid sets to potential bidders.

2. Attend Pre-Bid Meeting.

3. Respond to questions and prepare addenda as required to interpret, clarify, or expand the bidding documents. The VILLAGE will be responsible for distribution of addenda to all registered plan holders.

4. Evaluate bids and make recommendation of the award.

5. Following award of the contract, prepare a set of conformed documents incorporating changes made during bidding through addenda and contract documents executed by the VILLAGE and Contractor. Two (2) hard copies and one (1) electronic copy in PDF format on CD of a conformed set of Contract Documents will be provided to the VILLAGE and one (1) reproducible set to the recommended Contractor.

Bidding and Award Deliverables:

- Responses to bidder questions for VILLAGE's incorporation into addenda
- Recommendation of award
- Conformed documents incorporating addenda

Task 4 – Construction Phase Services (Estero Bay Village)

This scope of services is based on an anticipated construction period of 180 days to substantial completion and an additional 30 days to final completion for a total construction period of 210 days. For this project the ENGINEER will provide the following construction phase services:

A. Construction Management (Estero Bay Village)

1. Prepare for and administer one (1) Pre-Construction meeting and prepare written minutes of the meeting for distribution to attendees for each project.

2. Attend progress and specially scheduled meetings throughout progress of the project. Progress meetings will be held monthly as needed to coordinate work in progress. It is anticipated that progress meetings will extend an average duration of 2 hours each. ENGINEER will be responsible for preparing and distributing meeting minutes. (7) progress meetings are anticipated for each project.

3. Make site visits to the construction site at intervals appropriate to the various stages of construction in order to observe the progress and quality of the Work. These will be scheduled during critical points during the construction of the project and will be determined based upon the Contractor's schedule and will be in addition to the visits following each progress meeting. It is anticipated that 6 site visits with an average duration of approximately 2 hours will be required. These site visits will be to observe the progress and quality of the construction and its general conformance to the Contract Documents for each project.

4. Review shop drawings and other required Contractor submittals to determine conformance with the design concepts of the project and compliance with the requirements provided in the Contract Documents. Shop drawings will be reviewed up to two (2) times per submittal with additional review fees to be paid to the ENGINEER by the Contractor through the VILLAGE. It is anticipated that up to 20 shops drawings will be submitted.

5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations. Up to 8 RFIs are anticipated.

6. Develop and process Change Orders with VILLAGE's input and approval as required due to unforeseen conditions. Up to 2 change orders are anticipated.

7. Review the Contractor's applications for payment and the accompanying data and schedules, determine the amounts owed to the Contractor, and advise the VILLAGE of the recommended payments to the Contractor. Up to 7 pay applications are anticipated.

8. Attend startup testing for the proposed pumps. Startup testing shall be performed by the equipment representative in the presence of the Contractor, VILLAGE and ENGINEER. It is anticipated that startup testing will take approximately 2 hours of representative time.

9. Upon written request by Contractor, conduct a substantial completion inspection to determine if Work is substantially complete or compile and distribute a punch list of items to be addressed. Upon written request by Contractor, conduct a re-inspection of each project to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the VILLAGE and recommend that the VILLAGE make final payment to the Contractor.

10. Prepare record drawings for VILLAGE's use from information provided by the Contractor delineating the location, and elevation of all facilities constructed. Provide the VILLAGE with one (1) CD-ROM electronic file of record drawings in PDF format and three (3) sets of prints of the record drawings. Record drawings to be based on electronic survey as-built data to be provided by the Contractor. (Monthly reviews of contractor submitted as-builts will only be applicable to the infrastructure improvements. Record Drawings will be prepared by the ENGINEER at the end of the project.

11. Prepare and submit certifications and required supporting documentation to regulatory agencies having issued permits for construction.

<u>Construction Management Deliverables:</u>

- Meeting minutes
- Site visit summaries
- Approved shop drawings

- Approved pay applications
- Prepared change orders
- Responses to requests for additional information
- Punch list following substantial completion
- Closeout documentation
- Record drawings
- Regulatory certifications

B. Construction Engineering Inspection (Estero Bay Village)

Upon commencing the construction phase, ENGINEER will provide construction engineering inspection (CEI) services. Our scope of services is based on a total construction period of 210 days (180 days to substantial and an additional 30 days to final completion) and the use of one (1) inspector working directly under the ENGINEER's Project Manager. Our scope of services is also based on each of the three (3) projects being performed concurrently and the inspector moving throughout each project site on a daily basis.

CEI services as proposed are based on a work week of 5 days per week, up to 13 hours per week dedicated to Estero Bay Village while construction is being performed. It is estimated that the actual construction time required to complete the force main, pump station and demolition efforts is 17 weeks which equates to approximately 220 work hours. (It is not anticipated that CEI services will be required beyond substantial completion.) The role of the ENGINEER's staff is as follows:

1. CEI staff members are to assist the VILLAGE and ENGINEER in observing progress and quality of the Work.

2. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the CEI staff, ENGINEER shall endeavor to provide further protection for the VILLAGE against defects and deficiencies in the Work. However, ENGINEER shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

3. The duties and responsibilities of the CEI staff are limited to those specified within this scope of services and in the Contract Documents, and are further limited and described as follows:

    a. General: CEI staff to act as ENGINEER's agent at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding CEI staff's actions. CEI staff's dealings in matters pertaining to the Contractor's work in progress shall in general be with ENGINEER and Contractor, keeping the VILLAGE advised as necessary. CEI staff's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. CEI staff shall generally communicate with the VILLAGE with the knowledge of and under the direction of ENGINEER.

b. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.

c. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

a. Serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.

b. Assist ENGINEER in serving as the VILLAGE's liaison with Contractor when Contractor's operations affect the VILLAGE's on-site operations.

c. Assist in obtaining from the VILLAGE additional details or information, when required for proper execution of the Work.

5. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with CEI staff's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

6. Review of Work and Rejection of Defective Work:

a. Conduct on-site observations of Contractor's work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to ENGINEER whenever CEI staff believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of that part of work in progress that CEI staff believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

7. Inspections, Tests, and System Startups:

a. Consult with ENGINEER in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate VILLAGE's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to ENGINEER.

8. Records:

    a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.

    b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.

    c. Record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

    d. Maintain records for use in preparing Project documentation.

    e. Upon completion of the Work, furnish original set of all CEI related project documentation to ENGINEER.

9. Reports:

    a. Furnish to ENGINEER periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to ENGINEER proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Furnish to ENGINEER and the VILLAGE copies of all inspection, test, and system startup reports.

    d. Report immediately to ENGINEER the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.

10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work. As part of this effort, CEI staff will review monthly CAD-as-built data from Contractor.

11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents

delivered to ENGINEER for review and forwarding to the VILLAGE prior to payment for that part of the Work.

12. Completion:

    a. Before ENGINEER issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.

    b. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.

    c. Participate in a final inspection in the company of ENGINEER, the VILLAGE, and Contractor and prepare a final list of items to be completed or corrected.

    d. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

13. CEI staff members shall not:

    a. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “VILLAGE approved or equal" items).

    b. Exceed limitations of ENGINEER's authority as set forth in the Agreement or the Contract Documents.

    c. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.

    d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences, or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.

    e. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the VILLAGE or Contractor.

    f. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.

    g. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

    h. Authorize the VILLAGE to occupy the Project in whole or in part.

<u>CEI Deliverables:</u>

- Daily Reports
- Correspondence related to CEI services

D. SCHEDULE

The services described herein will commence upon receipt by the ENGINEER of an executed agreement from the VILLAGE. Receipt of the executed agreement will serve as the ENGINEER's notice to proceed. The estimated schedule for the project is as follows:

PROPOSED SCHEDULE (Sunny Grove)

Tasks	Duration	Days from NTP
Preliminary Design Services	75 Days	75 Days
Final Design & Permitting	150 Days	255 Days
Bidding & Award Assistance	60 Days	285 Days
Construction Phase Services	240 Days	525 Days

PROPOSED SCHEDULE (Cypress Bend)

Tasks	Duration	Days from NTP
Preliminary Design Services	75 Days	75 Days
Final Design & Permitting	120 Days	195 Days
Bidding & Award Assistance	60 Days	255 Days
Construction Phase Services	180 Days	435 Days

PROPOSED SCHEDULE (Estero Bay Village)

Tasks	Duration	Days from NTP
Preliminary Design Services	75 Days	75 Days
Final Design & Permitting	120 Days	195 Days
Bidding & Award Assistance	60 Days	255 Days
Construction Phase Services	210 Days	465 Days

E. COMPENSATION

Based on the scope of services and the schedule outlined above, the ENGINEER has prepared a detailed labor disaggregation for the services that will be performed under this scope of services and has included a copy of this fee estimate. For the professional services as set forth in this proposal the VILLAGE shall pay the ENGINEER a not-to-exceed fee as described below and as detailed in the attached Price Proposal for each project:

NOT TO EXCEED FEE ESTIMATE (Sunny Grove)

Tasks	Total Compensation Per Task
Preliminary Design Services	$ 38,958
Final Design & Permitting	$ 99,685
Bidding & Award Assistance	$ 2,170
Construction Phase Services	$ 31,960
Sunny Grove TOTAL	**$172,773**

NOT TO EXCEED FEE ESTIMATE (Cypress Bend)

Tasks	Total Compensation Per Task
Preliminary Design Services	$ 10,418
Final Design & Permitting	$ 55,812
Bidding & Award Assistance	$ 2,170
Construction Phase Services	$ 24,780
Cypress Bend TOTAL	**$ 93,180**

NOT TO EXCEED FEE ESTIMATE (Estero Bay Village)

Tasks	Total Compensation Per Task
Preliminary Design Services	$ 11,225
Final Design & Permitting	$ 62,926
Bidding & Award Assistance	$ 2,170
Construction Phase Services	$ 28,740
Estero Bay Village TOTAL	**$105,061**

Price Proposal

Private WWTP Utility Expansion

Submitted to: Lee County (Attn: David Willems)

Contract Type: T&M

Labor Plan

20 Resource

Project Phases / Tasks	Total Labor Hrs	Project Engineer 1	Engineer 1	CAD Designer	Sr Engineer 3	Sr Engineer 1	Project Engineer 2	Electrical	Sr. Engineer 1	Project Engineer 2	Sr CAD Designer 2	Field Services	Construction Project Rep 1	Surveying	Sr Land Surveyor	Survey Crew Chief	Survey Tech 2	Environmental	GIS Application Developer	Scientist 2	Sr Scientist 3	Project Engineer 2
Bill Rate >		150.00	100.00	110.00	260.00	225.00	180.00		225.00	180.00	150.00		80.00		155.00	105.00	95.00		130.00	95.00	210.00	180.00
	2,643	260	522	572	13	48	86		15	71	72		650		60	76	76		22	24	60	16
Sunny Grove	**1,133**	**101**	**211**	**264**	**5**	**16**	**29**		**5**	**24**	**24**		**250**		**24**	**36**	**36**		**8**	**24**	**60**	**16**
Task 1 - Preliminary Design Services	**159**	**11**	**15**	**24**	**1**	**16**	-		-	-	-		-		-	-	-		**8**	**24**	**60**	-
A. Project Kickoff	2	1	1																			
B. Data Acquisition	2	1	1																			
C. Hydraulic Modeling	17	1				16																
E. Cultural Resources Review	1	1																				
F. Environmental Services	93	1																	8	24	60	
G. 30-Percent Preliminary Design	**44**	**6**	**13**	**24**	**1**	-	-		-	-	-		-		-	-	-		-	-	-	-
Sunshine State One-Call	1		1																			
30-percent Layout	43	6	12	24	1																	
Task 2 - Final Design & Permitting	**608**	**56**	**141**	**221**	**4**	-	**25**		**5**	**20**	**24**		-		**24**	**36**	**36**		-	-	-	**16**
A. Field Surveying & Subsurface Exploration	**123**	**3**	-	**24**	-	-	-		-	-	-		-		**24**	**36**	**36**		-	-	-	-
Topographic Survey	122	2		24											24	36	36					
SUE	1	1																				
B. Geotechnical Investigations	2	1	1																			
C. Final Design	**360**	**31**	**86**	**166**	**4**	-	**25**	-	**4**	**20**	**24**	-	-	-	-	-	-	-	-	-	-	-
Drawings	**326**	**23**	**69**	**166**	**4**	-	**20**	-	**4**	**16**	**24**	-	-	-	-	-	-	-	-	-	-	-
General Sheets (3 sheets)	13	1	3	9																		
Civil Sheets (14 sheets)	293	20	60	160			20															
Electrical/Instrumentation (5 sheets)	20								4	16	24											
Estero River Crossing Design (BoreAid)	5	1	4																			
Technical Specifications	16	2	8				4			4												
Bid Schedule	2	1	1																			
Updated Opinions of Cost (75% & 100%)	7	2	4				1															
Design Review Meetings (2 meetings)	4	2	2																			
D. Permitting	**123**	**21**	**54**	**31**	-	-	-	-	**1**	-	-	-	-	-	-	-	-	-	-	-	-	**16**
FDEP - WWTP Decommissioning Notification	12	2	4	6																		
FDEP - Wastewater Improvements	8	1	2	4					1													
FDEP - NOI & SWP3	4	1	2	1																		
FDEP/USACE Section 404/10	44	4	16	8																		16
FDOT - US 41 Right-of-Way	7	2	4	1																		
Estero Limited Development Order	18	2	12	4																		
Lee Co Utilities - Wastewater Improvements	4	1	2	1																		
Response to RAIs	26	8	12	6																		
Task 3 - Bidding & Award Assistance	**19**	**4**	**8**	**7**	-	-			-	-	-		-		-	-	-		-	-	-	-
Attend Pre-Bid	1	1																				
Address Contractor Questions/Addenda Preparation	11	2	6	3																		
Bid Review/Recommendation of Award	2	1	1																			
Conformed Documents Preparation	5		1	4																		
Task 4 - Construction Phase Services	**347**	**30**	**47**	**12**	-	-	**4**		-	**4**	-		**250**		-	-	-		-	-	-	-
A. Construction Management	**97**	**30**	**47**	**12**	-	-	**4**	-	-	**4**	-	-	-	-	-	-	-	-	-	-	-	-
Pre-Construction Meeting	1	1																				
Progress Meetings (8 meetings)	8	8																				
Site Visits (8 visits)	12	4	8																			
Shop Drawing Review (20 anticipated)	28	4	16				4			4												
Respond to RFIs (10 anticipated)	16	4	6																			
Change Order Assistance (2 anticipated)	5	1	2	2																		
Pay Application Review (8 applications)	4	4																				
Startup Pump Test Witness	2		2																			
Substantial Completion Walkthrough	5	1	4																			
Final Completion Walkthrough	5	1	4																			
Record Drawing Preparation	11	1	1	10																		
Regulatory Certifications	6	2	4																			
B. Construction Engineering Inspection	250												250									
Cypress Bend	**705**	**77**	**150**	**143**	**4**	**16**	**28**		**5**	**23**	**24**		**180**		**16**	**16**	**16**		**7**	-	-	-
Task 1 - Preliminary Design Services	**56**	**8**	**9**	**16**	-	**16**	-		-	-	-		-		-	-	-		**7**	-	-	-
A. Project Kickoff	2	1	1																			
B. Data Acquisition	2	1	1																			
C. Hydraulic Modeling	17	1				16																
D. Cultural Resources Review	1	1																				
E. Environmental Services	8	1																	7			
F. 30-Percent Preliminary Design	**26**	**3**	**7**	**16**	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sunshine State One-Call	1		1																			
30-percent Layout	25	3	6	16																		

Price Summary / Totals

Task Pricing Totals	371,013
Total Price	**371,013**

Pricing by Resource

	Labor	Subs	ODCs	Task Pricing Totals
	307,855	62,508	650	**371,013**
Sunny Grove	**134,175**	**38,298**	**300**	**172,773**
Task 1 - Preliminary Design Services	**25,570**	**13,388**	-	**38,958**
A. Project Kickoff	250			250
B. Data Acquisition	250			250
C. Hydraulic Modeling	3,750			3,750
E. Cultural Resources Review	150	13,388		13,538
F. Environmental Services	16,070			16,070
G. 30-Percent Preliminary Design	**5,100**	-	-	**5,100**
Sunshine State One-Call	100			100
30-percent Layout	5,000			5,000
Task 2 - Final Design & Permitting	**74,475**	**24,910**	**300**	**99,685**
A. Field Surveying & Subsurface Exploration	**14,010**	**10,500**	**300**	**24,810**
Topographic Survey	13,860		300	14,160
SUE	150	10,500		10,650
B. Geotechnical Investigations	250	14,410		14,660
C. Final Design	**45,150**	-	-	**45,150**
Drawings	**40,630**	-	-	**40,630**
General Sheets (3 sheets)	1,260			1,260
Civil Sheets (14 sheets)	31,840			31,840
Electrical/Instrumentation (5 sheets)	7,530			7,530
Estero River Crossing Design (BoreAid)	550			550
Technical Specifications	2,340			2,340
Bid Schedule	250			250
Updated Opinions of Cost (75% & 100%)	880			880
Design Review Meetings (2 meetings)	500			500
D. Permitting	**15,065**	-	-	**15,065**
FDEP - WWTP Decommissioning Notification	1,380			1,380
FDEP - Wastewater Improvements	1,015			1,015
FDEP - NOI & SWP3	460			460
FDEP/USACE Section 404/10	5,960			5,960
FDOT - US 41 Right-of-Way	810			810
Estero Limited Development Order	1,940			1,940
Lee Co Utilities - Wastewater Improvements	460			460
Response to RAIs	3,060			3,060
Task 3 - Bidding & Award Assistance	**2,170**	-	-	**2,170**
Attend Pre-Bid	150			150
Address Contractor Questions/Addenda Preparation	1,230			1,230
Bid Review/Recommendation of Award	250			250
Conformed Documents Preparation	540			540
Task 4 - Construction Phase Services	**31,960**	-	-	**31,960**
A. Construction Management	**11,960**	-	-	**11,960**
Pre-Construction Meeting	150			150
Progress Meetings (8 meetings)	1,200			1,200
Site Visits (8 visits)	1,400			1,400
Shop Drawing Review (20 anticipated)	3,640			3,640
Respond to RFIs (10 anticipated)	1,200			1,200
Change Order Assistance (2 anticipated)	570			570
Pay Application Review (8 applications)	600			600
Startup Pump Test Witness	200			200
Substantial Completion Walkthrough	550			550
Final Completion Walkthrough	550			550
Record Drawing Preparation	1,200			1,200
Regulatory Certifications	700			700
B. Construction Engineering Inspection	20,000			20,000
Cypress Bend	**81,815**	**11,215**	**150**	**93,180**
Task 1 - Preliminary Design Services	**8,370**	**2,048**	-	**10,418**
A. Project Kickoff	250			250
B. Data Acquisition	250			250
C. Hydraulic Modeling	3,750			3,750
D. Cultural Resources Review	150	2,048		2,198
E. Environmental Services	1,060			1,060
F. 30-Percent Preliminary Design	**2,910**	-	-	**2,910**
Sunshine State One-Call	100			100
30-percent Layout	2,810			2,810

Task 2 - Final Design & Permitting	**364**	**41**	**87**	**110**	**4**	-	**25**	**5**	**20**	**24**	-		**16**	**16**	**16**	-	-	-	-	**46,495**	**9,167**	**150**	**55,812**
A. Field Surveying & Subsurface Exploration	**61**	**3**	-	**10**	-	-	-	-	-	-	-		**16**	**16**	**16**	-	-	-	-	**7,230**	**3,150**	**150**	**10,530**
Topographic Survey	60	2		10									16	16	16					7,080		150	7,230
SUE	1	1																		150	3,150		3,300
B. Geotechnical Investigations	2	1	1																	250	6,017		6,267
C. Final Design	**237**	**26**	**56**	**78**	**4**	-	**25**	-	**4**	**20**	**24**	-	-	-	-	-	-	-	-	**31,720**	-	-	**31,720**
Drawings	**208**	**19**	**43**	**78**	**4**	-	**20**	-	**4**	**16**	**24**	-	-	-	-	-	-	-	-	**27,750**	-	-	**27,750**
General Sheets (3 sheets)	11	1	2	7	1															1,260			1,260
Civil Sheets (8 sheets)	157	14	30	77	4		20													18,960			18,960
Electrical/Instrumentation (5 sheets)	40	4							4	16	24									7,530			7,530
Technical Specifications	18	2	6				4			4										2,340			2,340
Bid Schedule	2	1	1																	250			250
Updated Opinions of Cost (75% & 100%)	7	2	4				1													880			880
Design Review Meetings (2 meetings)	4	2	2																	500			500
D. Permitting	**64**	**11**	**30**	**22**	-	-	-	-	**1**	-	-	-	-	-	-	-	-	-	-	**7,295**	-	-	**7,295**
FDEP - WWTP Decommissioning Notification	12	2	4	6																1,360			1,360
FDEP - Wastewater Improvements	8	1	2	4					1											1,015			1,015
FDEP - NOI & SWP3	4	1	2	1																460			460
Estero Limited Development Order	18	2	12	4																1,940			1,940
Lee Co Utilities - Wastewater Improvements	4	1	2	1																460			460
Response to RAIs	18	4	8	6																2,060			2,060
Task 3 - Bidding & Award Assistance	**19**	**4**	**8**	**7**	-	-	-	-	-	-	-		-	-	-	-	-	-	-	**2,170**	-	-	**2,170**
Attend Pre-Bid	1	1																		150			150
Address Contractor Questions/Addenda Preparation	11	2	6	3																1,230			1,230
Bid Review/Recommendation of Award	2	1	1																	250			250
Conformed Documents Preparation	5		1	4																540			540
Task 4 - Construction Phase Services	**266**	**24**	**46**	**10**	-	-	**3**	-	**3**	-	**180**		-	-	-	-	-	-	-	**24,780**	-	-	**24,780**
A. Construction Management	**86**	**24**	**46**	**10**	-	-	**3**	-	**3**	-	-		-	-	-	-	-	-	-	**10,380**	-	-	**10,380**
Pre-Construction Meeting	1	1																		150			150
Progress Meetings (6 meetings)	6	6																		900			900
Site Visits (6 visits)	9	3	6																	1,050			1,050
Shop Drawing Review (20 anticipated)	27	3	18				3		3											3,330			3,330
Respond to RFIs (8 anticipated)	8	3	5																	950			950
Change Order Assistance (2 anticipated)	5	1	2	2																570			570
Pay Application Review (6 applications)	3	3																		450			450
Startup Pump Test Witness	2		2																	200			200
Substantial Completion Walkthrough	5	1	4																	550			550
Final Completion Walkthrough	5	1	4																	550			550
Record Drawing Preparation	9		1	8																980			980
Regulatory Certifications	6	2	4																	700			700
B. Construction Engineering Inspection	180										180									14,400			14,400
Estero Bay Village	**805**	**82**	**161**	**165**	**4**	**16**	**29**	**5**	**24**	**24**	**220**		**20**	**24**	**24**	**7**	-	-	-	**91,865**	**12,996**	**200**	**105,061**
Task 1 - Preliminary Design Services	**62**	**9**	**14**	**16**	-	**16**	-	-	-	-	-		-	-	-	**7**	-	-	-	**9,020**	**2,205**	-	**11,225**
A. Project Kickoff	2	1	1																	250			250
B. Data Acquisition	3	1	2																	350			350
C. Hydraulic Modeling	17	1				16														3,750			3,750
D. Cultural Resources Review	1	1																		150	2,205		2,355
E. Environmental Services	8	1														7				1,060			1,060
F. 30-Percent Preliminary Design	**31**	**4**	**11**	**16**	-	-	-	-	-	-	-		-	-	-	-	-	-	-	**3,460**	-	-	**3,460**
Sunshine State One-Call	1		1																	100			100
30-percent Layout	30	4	10	16																3,360			3,360
Task 2 - Final Design & Permitting	**414**	**41**	**95**	**132**	**4**	-	**25**	**5**	**20**	**24**	-		**20**	**24**	**24**	-	-	-	-	**51,935**	**10,791**	**200**	**62,926**
A. Field Surveying & Subsurface Exploration	**87**	**3**	-	**16**	-	-	-	-	-	-	-		**20**	**24**	**24**	-	-	-	-	**10,110**	**4,200**	**200**	**14,510**
Topographic Survey	86	2		16									20	24	24					9,960		200	10,160
SUE	1	1																		150	4,200		4,350
B. Geotechnical Investigations	2	1	1																	250	6,591		6,841
C. Final Design	**261**	**26**	**64**	**94**	**4**	-	**25**	-	**4**	**20**	**24**	-	-	-	-	-	-	-	-	**34,280**	-	-	**34,280**
Drawings	**232**	**19**	**51**	**94**	**4**	-	**20**	-	**4**	**16**	**24**	-	-	-	-	-	-	-	-	**30,310**	-	-	**30,310**
General Sheets (3 sheets)	11	1	2	7	1															1,260			1,260
Civil Sheets (11 sheets)	169	11	45	89	3		20													21,520			21,520
Electrical/Instrumentation (5 sheets)	40	4							4	16	24									7,530			7,530
Technical Specifications	18	2	6				4			4										2,340			2,340
Bid Schedule	2	1	1																	250			250
Updated Opinions of Cost (75% & 100%)	7	2	4				1													880			880
Design Review Meetings (2 meetings)	4	2	2																	500			500
D. Permitting	**64**	**11**	**30**	**22**	-	-	-	-	**1**	-	-	-	-	-	-	-	-	-	-	**7,295**	-	-	**7,295**
FDEP - WWTP Decommissioning Notification	12	2	4	6																1,360			1,360
FDEP - Wastewater Improvements	8	1	2	4					1											1,015			1,015
FDEP - NOI & SWP3	4	1	2	1																460			460
Estero Limited Development Order	18	2	12	4																1,940			1,940
Lee Co Utilities - Wastewater Improvements	4	1	2	1																460			460
Response to RAIs	18	4	8	6																2,060			2,060
Task 3 - Bidding & Award Assistance	**19**	**4**	**8**	**7**	-	-	-	-	-	-	-		-	-	-	-	-	-	-	**2,170**	-	-	**2,170**
Attend Pre-Bid	1	1																		150			150
Address Contractor Questions/Addenda Preparation	11	2	6	3																1,230			1,230
Bid Review/Recommendation of Award	2	1	1																	250			250
Conformed Documents Preparation	5		1	4																540			540
Task 4 - Construction Phase Services	**310**	**28**	**44**	**10**	-	-	**4**	-	**4**	-	**220**		-	-	-	-	-	-	-	**28,740**	-	-	**28,740**
A. Construction Management	**90**	**28**	**44**	**10**	-	-	**4**	-	**4**	-	-		-	-	-	-	-	-	-	**11,140**	-	-	**11,140**
Pre-Construction Meeting	1	1																		150			150
Progress Meetings (7 meetings)	7	7																		1,050			1,050

Site Visits (6 visits)	12	4	8																	1,400			1,400
Shop Drawing Review (20 anticipated)	25	3	14				4		4											3,290			3,290
Respond to RFIs (8 anticipated)	8	3	5																	950			950
Change Order Assistance (2 anticipated)	5	1	2	2																570			570
Pay Application Review (7 applications)	5	5																		750			750
Startup Pump Test Witness	2		2																	200			200
Substantial Completion Walkthrough	5	1	4																	550			550
Final Completion Walkthrough	5	1	4																	550			550
Record Drawing Preparation	9		1	8																980			980
Regulatory Certifications	6	2	4																	700			700
B. Construction Engineering Inspection	220										220									17,600			17,600
Totals	**2,643**	**260**	**522**	**572**	**13**	**48**	**86**	**15**	**71**	**72**	**650**	**60**	**76**	**76**	**22**	**24**	**60**	**16**		**307,855**	**62,508**	**650**	**371,013**

TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: IEW
Rates Effective Starting: January 1, 2020

Personnel	Hourly Rate
Management	
Operations Management	
Principal in Charge	$350.00
Project and Program Management	
Project Manager 1	$190.00
Project Manager 2	$210.00
Sr Project Manager	$250.00
Program Manager	$275.00
A/E Services	
Engineers	
Engineer 1	$100.00
Engineer 2	$115.00
Engineer 3	$130.00
Project Engineer 1	$150.00
Project Engineer 2	$180.00
Sr Engineer 1	$225.00
Sr Engineer 2	$230.00
Sr Engineer 3	$260.00
Principal Engineer	$340.00
Engineering Designers	
Engineering Technician	$70.00
Engineering Designer 1	$90.00
Engineering Designer 2	$110.00
Engineering Designer 3	$130.00
Sr Eng Designer 1	$155.00
Sr Eng Designer 2	$165.00
Sr Eng Designer 3	$180.00
Architects	
Arch Technician	$60.00
Architectural Designer 1	$85.00
Architectural Designer 2	$95.00
Architectural Designer 3	$130.00
Architect 1	$140.00
Architect 2	$150.00
Sr Architect 1	$190.00
Sr Architect 2	$210.00
Architectural Program Mgr	$260.00
Interior Designers	
Interior Designer 1	$85.00
Interior Designer 2	$95.00
Interior Designer 3	$105.00
Sr Interior Designer 1	$190.00

TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: IEW
Rates Effective Starting: January 1, 2020

Personnel	Hourly Rate
Sr Interior Designer 2	$200.00
Sr Interior Designer 3	$230.00
Landscape Architects	
Landscape Designer 1	$75.00
Landscape Design 2	$85.00
Landscape Designer 3	$100.00
Landscape Architect 1	$115.00
Landscape Architect 2	$140.00
Planning	
Planner 1	$90.00
Planner 2	$100.00
Planner 3	$115.00
Sr Planner 1	$140.00
Sr Planner 2	$160.00
Sr Planner 3	$180.00
Principal Planner	$200.00
Information Technology	
Sys Analyst / Programmer 1	$105.00
Sys Analyst / Programmer 2	$120.00
Sr Sys Analyst / Programmer 1	$165.00
Sr Sys Analyst / Programmer 2	$265.00
Sci Svcs	
Scientists	
Scientist 1	$75.00
Scientist 2	$95.00
Scientist 3	$120.00
Sr Scientist 1	$135.00
Sr Scientist 2	$165.00
Sr Scientist 3	$210.00
Principal Scientist	$260.00
Field Services	
Construction Observation	
Construction Project Rep 1	$80.00
Construction Project Rep 2	$100.00
Sr Constr Project Rep 1	$140.00
Sr Constr Project Rep 2	$150.00
Construction Administration	
Construction Administrator	$90.00
Sr Construction Administrator	$116.00
Construction Management	
Construction Manager 1	$170.00
Construction Manager 2	$200.00

TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: IEW
Rates Effective Starting: January 1, 2020

Personnel	Hourly Rate
Sr Construction Manager	$235.00
Construction Director	$280.00
Surveying	
Survey Tech 1	$65.00
Survey Tech 2	$95.00
Survey Crew Chief	$105.00
Surveying Specialist	$130.00
Land Surveyor	$135.00
Sr Land Surveyor	$155.00
Plant Operations	
Plant Operator 1	$85.00
Plant Operator 2	$95.00
Plant Supervisor	$110.00
Technical Services	
Technicians	
Technician 1	$65.00
Technician 2	$80.00
Technician 3	$100.00
Sr Technician 1	$140.00
Sr Technician 2	$140.00
Sr Technician 3	$145.00
Project Support	
Computer Aided Design (CAD)	
CAD Technician 1	$65.00
CAD Technician 2	$75.00
CAD Technician 3	$95.00
CAD Designer	$110.00
Sr CAD Designer 1	$135.00
Sr CAD Designer 2	$150.00
CAD Director	$160.00
Geographic Information Systems (GIS)	
GIS Analyst 1	$70.00
GIS Analyst 2	$100.00
Sr GIS Analyst	$115.00
GIS Application Developer	$130.00
Sr GIS Application Developer	$170.00
Business Support	
Project Administration	
Project Assistant 1	$65.00
Project Assistant 2	$80.00
Project Administrator	$95.00
Sr Project Administrator	$115.00

TETRA TECH

Schedule of Hourly Rates

Hourly Billing Rates for: IEW
Rates Effective Starting: January 1, 2020

Personnel	Hourly Rate
Contracts / Legal	
Contract Administrator	$85.00
Sr Contract Administrator	$120.00
Finance / Accounting	
Project Analyst 1	$80.00
Project Analyst 2	$115.00
Sr Project Analyst	$155.00
Project Accounting Director	$240.00
Technical Writers	
Technical Writer 1	$95.00
Technical Writer 2	$100.00
Sr Technical Writer	$125.00
Sr Technical Writer 2	$150.00
Graphics	
Graphic Artist	$130.00
Consulting	
Consultant 1	$80.00
Consultant 2	$110.00
Sr Consultant 1	$160.00
Sr Consultant 2	$190.00
Sr Consultant 3	$200.00

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

Revised September 2, 2021
Proposal No. 21-513Rev.01

Tetra Tech
10600 Chevrolet Way, Suite 300
Estero, FL 33928

Attention: Mr. Danny Nelson, P.E.
Via E-mail: danny.nelson@tetratech.com

SUBJECT: Proposal for Geotechnical Engineering Services
Village of Estero Wastewater Conversion
Estero, Lee County, Florida

Dear Danny:

Ardaman & Associates, Inc. (Ardaman) is pleased to submit this proposal for geotechnical engineering services to perform a subsurface soil exploration for the proposed decommissioning of three wastewater treatment plants (WWTP) in Estero, Lee County, Florida.

We understand that you are working on a project to decommission three existing private wastewater treatment plants and connect them with pump stations and force mains to Lee County's system. We understand that information about the subsurface soil conditions is needed for your design. We prepared this proposal based on the information you supplied us and the following scopes:

- Sunny Grove WWTP Conversion
  - (1) 20-ft SPT for pump station
  - (2) 30-ft SPTs for crossing US 41
  - (2) 40-ft SPTs for crossing the Estero River
  - (5) 5-ft hand augers

- Estero Bay Village WWTP Conversion
  - (1) 20-ft SPT for pump station
  - (2) 20-ft SPT for crossing Broadway
  - (3) 5-ft hand augers

- Cypress Bend WWTP Conversion
  - (1) 20-ft SPT for pump station
  - (2) 30-ft SPTs for crossing Estero Parkway
  - (1) 5-ft hand auger

9970 Bavaria Road, Fort Myers, Florida 33913 Phone: (239) 768-6600 Fax: (239) 768-0409
Louisiana: Baton Rouge, Monroe, New Orleans, Shreveport
Florida: Bartow, Cocoa, Fort Myers, Miami, Orlando, Port St. Lucie, Sarasota, Tallahassee, Tampa, W. Palm Beach

Upon further review of the project site, we determined that the two (2) borings proposed for the US 41 over the Estero river crossing (Sunny Grove) and the boring proposed at the north side of Broadway Street (Estero Bay Village) will have to be performed from the roadway therefore Maintenance of Traffic (MOT) will be required. MOT services will be performed by a subcontractor and their fees are included in this proposal.

PRE- EXPLORATION TASKS

Prior to beginning our field operations, Ardaman will perform the following tasks:

- Review all available information provided by you.
- Develop a boring plan.
- Submit permit applications to the applicable permitting agencies.
- Layout the proposed test boring locations in the field.
- Submit utility tickets to Sunshine State One-Call.
- Coordinate field operations with MOT subcontractor.
- Coordinate boring locations with utility companies for potential conflicts.

FIELD EXPLORATION

Our proposed subsurface soil exploration will consist of conducting five (5) SPT borings to a depth of 20 feet, four (4) SPT borings to a depth of 30 feet, two (2) SPT borings to a depth of 40 feet, and nine (9) hand augers to a depth of 5 feet.

The SPT borings will be drilled using a procedure similar to the one outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals thereafter. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief. Water level observations will be made in the boreholes during the drilling operation. Representative portions will be sealed and packaged for transportation to our laboratory for further analysis as required.

Ardaman will use a handheld Global Positioning System (GPS) device and aerial images to stake and conduct the borings. We recommend that the project surveyor locate our borings horizontally and vertically (i.e., determine the elevation of the ground surface at the boring locations). This information will increase the accuracy of the data obtained. We assume that the surveyor will be retained by the client to provide these services.

LABORATORY PROGRAM

In addition, routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits, and organic content tests).

ENGINEERING REPORT

Engineering and technical support services will also be required to analyze the data and to prepare

an engineering report. This report will present the results of our findings and provide you with recommendations for site preparation.

ESTIMATED FEES

Based on our knowledge of the project to-date, we estimate our total fees to be **$ 27,018.** The attached Fee Estimate has a breakdown of our fees. If initial findings indicate that additional services are necessary, then we will contact you for authorization. The report will be digitally signed and sealed and an electronic version will be provided in Adobe pdf format. Hard copies of the report can be provided for a cost of $50.00 per report plus express courier service costs if requested.

TERMS AND CONDITIONS

This proposal is subject to the following terms and conditions: (1) the proposed number of borings and the boring depths will be adequate, (2) undisturbed samples and consolidation tests on fine grained soils are not budgeted into the total cost, (3) the proposed structures can be supported on conventional shallow mat foundations; if deep foundations (e.g. piles) are necessary, additional exploration and engineering evaluation may be required, (4) Ardaman will not take responsibility for damages to underground structures and/or services that are not located by Sunshine State One-Call, (5) exploration or evaluation of the environmental (ecological or hazardous/toxic material related) condition of the site and subsurface is not included, (6) this proposed exploration is a relatively shallow exploration and is not intended to be an evaluation for sinkhole potential, and (7) only right of way and soil test boring permits with Lee County are required to perform the work.

CLOSURE

If this proposal meets with your approval, please return a copy of the attached Project/Proposal Acceptance form complete with client name and signature to this office as our authorization to proceed. The party whose signature appears on the acceptance form will be invoiced for our services. We look forward to being of service to you on this project. Please contact us if you have any questions.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.

Mathew Lundgren, E.I.
Staff Geotechnical Engineer

Ivan F. Sokolic, P.E.
Senior Engineer/Branch Manager

Attachments:

- Aerial Image with Proposed Soil Boring Locations

Ardaman & Associates, Inc.

Ardaman Proposal No. 21-513Rev.02

Project Name: Village of Estero - Wastewater Conversion **County:** Lee

Client: Tetra Tech **Date:** 9/2/2021

Fee Schedule

Item	Unit	Rate	Quantity	Sub-Total
Site: Sunny Grove				
Principal Engineer	Hour	$179.00	1	$179.00
Senior Project Engineer	Hour	$153.00	5	$765.00
Project Engineer	Hour	$121.00	5	$605.00
Staff Engineer	Hour	$105.00	18	$1,890.00
Senior Engineering Technician	Hour	$74.00	5	$370.00
Technician	Hour	$54.00	5	$270.00
Technical Draftsperson	Hour	$62.00	3	$186.00
Technical Secretary	Hour	$61.00	2	$122.00
	Site: Sunny Grove - Engineering Man-Hours - Sub-Total:			**$4,387.00**
Site: Estero Bay Village				
Principal Engineer	Hour	$179.00	0.5	$89.50
Senior Project Engineer	Hour	$153.00	2	$306.00
Project Engineer	Hour	$121.00	2	$242.00
Staff Engineer	Hour	$105.00	9	$945.00
Senior Engineering Technician	Hour	$74.00	3	$222.00
Technician	Hour	$54.00	3	$162.00
Technical Draftsperson	Hour	$62.00	2	$124.00
Technical Secretary	Hour	$61.00	1.5	$91.50
	Site: Estero Bay Village - Engineering Man-Hours - Sub-Total:			**$2,182.00**
Site: Cypress Bend				
Principal Engineer	Hour	$179.00	0.5	$89.50
Senior Project Engineer	Hour	$153.00	2	$306.00
Project Engineer	Hour	$121.00	2.5	$302.50
Staff Engineer	Hour	$105.00	7	$735.00
Senior Engineering Technician	Hour	$74.00	2.5	$185.00
Technician	Hour	$54.00	2.5	$135.00
Technical Draftsperson	Hour	$62.00	2	$124.00
Technical Secretary	Hour	$61.00	1	$61.00
	Site: Cypress Bend - Engineering Man-Hours - Sub-Total:			**$1,938.00**
	Engineering Man-Hours - Sub-Total:			**$8,507.00**
Pay Items				
Site: Sunny Grove				
1.0 MOBILIZATION				
1.1 Mobilization and Demobilization of Drill Crew and Equipment	Each	$383.00	1	$383.00
2.0 STANDARD DRILLING				
2.1 Auger Borings (4-inch)	ft	$12.60	25	$315.00
2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50)				
2.3.1 from surface to 25 feet	ft	$18.90	120	$2,268.00
2.3.2 from 25 to 50 feet	ft	$21.10	40	$844.00
2.4 SPT Borings in High Resistance Soil/Rock (N-Values >50)	ft	$3.80	85	$323.00
2.5 Furnish, Install and Remove Casing (up to 4-inch)				
2.5.1 from surface to 50 feet	ft	$11.20	75	$840.00
4.0 OTHER CHARGES				
4.1 Clearing Difficult Access, Hole location and set-up	Crew Hr	$210.00	2	$420.00
4.4 ROW & Soil Test Boring Permits (required by Lee Co, cost + 1	Permit	$265.00	3	$795.00
4.6 Maintenance of Traffic by Subcontractor (cost + 12%)	Day	$1,904.00	1.5	$2,856.00
9.0 SOIL CLASSIFICATION TESTS				
9.1 Moisture Content (ASTM D-2216)	Each	$17.00	5	$85.00
9.2 Organic Content (ASTM D 2974)	Each	$38.00	3	$114.00
9.4 Sieve Analysis (ASTM D-421, D-422)	Each	$57.00	3	$171.00
9.5 Percent Fines (ASTM D-1140)	Each	$39.00	6	$234.00
9.8 Atterberg Limits (ASTM D-4318)	Set	$125.00	3	$375.00
	Site: Sunny Grove - Pay Items - Sub-Total:			**$10,023.00**

Ardaman Proposal No. 21-513Rev.02

Project Name: Village of Estero - Wastewater Conversion **County:** Lee

Client: Tetra Tech **Date:** 9/2/2021

Fee Schedule

Item	Unit	Rate	Quantity	Sub-Total
1.0 MOBILIZATION				
1.1 Mobilization and Demobilization of Drill Crew and Equipment	Each	$383.00	1	$383.00
2.0 STANDARD DRILLING				
2.1 Auger Borings (4-inch)	ft	$12.60	15	$189.00
2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50)				
2.3.1 from surface to 25 feet	ft	$18.90	60	$1,134.00
2.4 SPT Borings in High Resistance Soil/Rock (N-Values >50)	ft	$3.80	30	$114.00
2.5 Furnish, Install and Remove Casing (up to 4-inch)				
2.5.1 from surface to 50 feet	ft	$11.20	30	$336.00
4.0 OTHER CHARGES				
4.1 Clearing Difficult Access, Hole location and set-up	Crew Hr	$210.00	1	$210.00
4.4 ROW & Soil Test Boring Permits (required by Lee Co, cost + 1	Permit	$265.00	2	$530.00
4.6 Maintenance of Traffic by Subcontractor (cost + 12%)	Day	$1,904.00	0.5	$952.00
9.0 SOIL CLASSIFICATION TESTS				
9.1 Moisture Content (ASTM D-2216)	Each	$17.00	3	$51.00
9.2 Organic Content (ASTM D 2974)	Each	$38.00	2	$76.00
9.4 Sieve Analysis (ASTM D-421, D-422)	Each	$57.00	2	$114.00
9.5 Percent Fines (ASTM D-1140)	Each	$39.00	5	$195.00
9.8 Atterberg Limits (ASTM D-4318)	Set	$125.00	1	$125.00
		Site: Estero Bay Village - Pay Items - Sub-Total:		**$4,409.00**
1.0 MOBILIZATION				
1.1 Mobilization and Demobilization of Drill Crew and Equipment	Each	$383.00	1	$383.00
2.0 STANDARD DRILLING				
2.1 Auger Borings (4-inch)	ft	$12.60	5	$63.00
2.3 Standard Penetration Test (SPT) Borings (ASTM D-1586) in Soil (N-Values <50)				
2.3.1 from surface to 25 feet	ft	$18.90	70	$1,323.00
2.3.2 from 25 to 50 feet	ft	$21.10	10	$211.00
2.4 SPT Borings in High Resistance Soil/Rock (N-Values >50)	ft	$3.80	50	$190.00
2.5 Furnish, Install and Remove Casing (up to 4-inch)				
2.5.1 from surface to 50 feet	ft	$11.20	50	$560.00
4.0 OTHER CHARGES				
4.1 Clearing Difficult Access, Hole location and set-up	Crew Hr	$210.00	1.5	$315.00
4.4 ROW & Soil Test Boring Permits (required by Lee Co, cost + 1	Permit	$265.00	2	$530.00
9.0 SOIL CLASSIFICATION TESTS				
9.1 Moisture Content (ASTM D-2216)	Each	$17.00	3	$51.00
9.2 Organic Content (ASTM D 2974)	Each	$38.00	2	$76.00
9.4 Sieve Analysis (ASTM D-421, D-422)	Each	$57.00	1	$57.00
9.5 Percent Fines (ASTM D-1140)	Each	$39.00	5	$195.00
9.8 Atterberg Limits (ASTM D-4318)	Set	$125.00	1	$125.00
		Site: Cypress Bend - Pay Items - Sub-Total:		**$4,079.00**
		Pay Items - Sub-Total (for all sites):		**$18,511.00**
		Total Estimated Fees:		**$27,018.00**

Ardaman Proposal 21-513
Village of Estero Wastewater Conversion
SPT-11 (30')
HA-09 (5')
SPT-09 (20')
SPT-08 (20')
SPT-07 (20')
HA-08 (5')
HA-07 (5')
SPT-06 (20')
HA-06 (5')
HA-01 (5')
SPT-02 (30')
SPT-03 (30')
HA-03 (5')
SPT-04 (40')
SPT-05 (40')
HA-04 (5')
HA-05 (5')
Legend
Cypress Bend FM
Ester Bay Village FM
Feature 1
Sunny Grove Force Main
WWTP
Google Earth
© 2021 Google
2000 ft
N

ARCHAEOLOGICAL CONSULTANTS INC.
Florida's First Choice in Cultural Resource Management

August 12, 2021

Mr. Danny Nelson – danny.nelson@tetratech.com
TetraTech
10600 Chevrolet Way, Suite 102
Estero, FL 33928

Cultural Resources Assessment Survey Proposal: Village of Estero in Lee County, Florida

Dear Mr. Nelson:

In response to your request for a Cultural Resource Assessment Survey (CRAS) of the Village of Estero in Lee County, Florida Archaeological Consultants, Inc. (ACI) is pleased to provide the following information.

ACI is familiar with Lee County's history and prehistory as well as state and federal requirements for archaeological surveys which should conform to the specifications set forth in Chapter 1A-46, Florida Administrative Code (FAC). In addition, our senior archaeologists are Registered Professional Archaeologists (RPA) and our entire staff of historians and archaeologists meet the Secretary of the Interior's Standards for professionals working in the field of historic preservation.

Based on a review of the information provided, the variable archaeological potential of the project areas, and CRAS reports in the area, the cost for ACI's services is outline below.

Cypress Bend - $1,950. This location has low archaeological potential. The cost will include background research, field survey, travel, (1 day with a 2-person field crew) and a CRAS Report complying with the Florida Division of Historic Resources' (FDHR) *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located on the property, there is an additional fee of $450 per historic resource, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC). No historic resources anticipated.

Estero Bay Village - $2,100. This location has low archaeological potential. The cost will include background research, including detailed history of the area, field survey, travel, (1 day with a 2-person field crew) and a CRAS Report complying with the Florida Division of Historic Resources' (FDHR) *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located on the property, there is an additional fee of $450 per historic resource, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC). One to two historic resources possible depending on anticipated project construction date.

Sunny Grove - $2,450-$12,750+. This location has varied archaeological potential and there are several recorded sites along the corridor, and it passes through a National Register listed Historic District. ACI has conducted several projects in this specific area. The cost will include background research, detailed discussion of Koreshan Community and the commercial use of the US 41 ROW by the Community and Seminole Tribe selling trinkets, and other nearby resources, field survey will be conducted around the treatment plant and along the corridor north of the river, survey south of the river is not anticipated as it had been surveyed several times, travel, (1 day with a 2-person field crew) and a CRAS Report complying with the Florida Division of Historic Resources' (FDHR) *Module Three, Guidelines for Use by Historic Preservation Professionals*. However, if any historic resources (50 years of age or older) are located within the project area or immediately adjacent to it, there is an additional fee of $450 per historic resource, as the FDHR requires the historic resources to be recorded in the CRAS report (Chapter 1A-46 FAC). Four to five historic resources possible again depending on the anticipated project construction date.

A FULL SERVICE CULTURAL RESOURCE MANAGEMENT COMPANY

ARCHAEOLOGICAL SURVEYS AND EXCAVATIONS

HISTORIC BUILDING SURVEYS AND EVALUATIONS

CULTURAL RESOURCE ASSESSMENTS

NATIONAL REGISTER NOMIINATIONS

PRESERVATION PLANNING

BIO-ARCHAEOLOGY, FORENSIC ANTHROPOLOGY, AND NAGPRA COMPLIANCE

A MEMBER OF ACRA

P.O. Box 5103, Sarasota, Florida 34277-5103, (941) 379-6206, Fax (877) 351-2501
Website: www.aci-crm.com • Tallahassee Area Office: (850) 926-9285 • St. Augustine Area Office: (904) 829-9100

ARCHAEOLOGICAL CONSULTANTS INC.
Florida's First Choice in Cultural Resource Management

In addition, monitoring of the ground disturbing work near the river and along the US 41 corridor in the NR listed district would be anticipated at a rate of $900 per day, estimated 10 days of monitoring, and a separate monitoring Technical Memorandum would be provided detailing the results of the monitoring ($1,500 for the Tech memo).

Possible additional costs: These costs do not include responding to comments which may be generated by the Seminole Tribe of Florida during a federal review process. Such comments would be addressed under a separate agreement, as necessary. It is unlikely that the Sunny Grove branch will impact the NRHP listed or eligible resources, however, should the project utilize federal dollars or permits, and if any NRHP-listed or eligible properties will be impacted by the undertaking, then additional documents may be required, including a Section 106 Case Study. The Section 106 Case Study is not included in these costs and will be addressed under a separate agreement.

If ACI is selected for this job, we will initiate the project in conjunction with Tetra Tech/Prime and schedule availability. After completion of field work, a draft report and an invoice will be provided. After ACI addresses comments and receives payment in full, we will provide an electronic copy of the final report and, if needed, three hard copies.

If the terms of this agreement are acceptable to the party responsible for payment, please sign and date this letter and return a signed copy to ACI. If Tetra Tech wishes to provide a contract reflecting our costs and schedule, there is an additional fee of $350 for contract review. ACI's insurance coverage is attached for your use. ACI will initiate the project after the agreement has been fully executed by both parties.

Sincerely,

Maranda Almy Kles

Maranda Almy Kles, PhD, RPA
Vice President

Attachment: ACI Insurance Coverage
B21255/MAK/lm

Party Responsible for Payment:_____

Signed: _____

Typed Name:_____

Title: _____ Date: _____

P.O. Box 5103, Sarasota, Florida 34277-5103, (941) 379-6206, Fax (877) 351-2501
Website: www.aci-crm.com • Tallahassee Area Office: (850) 926-9285 • St. Augustine Area Office: (904) 829-9100

Client#: 1328124 569ARCHACON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/13/2021

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

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

PRODUCER	CONTACT NAME: Wilson Cabrera
McGriff Insurance Services 9040 Town Center Pkwy. Ste 200 Lakewood Ranch, FL 34202 941 748-1431	PHONE (A/C, No, Ext): 727-803-8156 FAX (A/C, No): 8662420807 E-MAIL ADDRESS: stpins@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Brierfield Insurance Company	10993
INSURER B : FCCI Insurance Company	10178
INSURER C : Bridgefield Casualty Insurance Company	10335
INSURER D : Landmark American Insurance Co	33138
INSURER E : Westchester Surplus Lines Insurance	10172
INSURER F : Monroe Guaranty Insurance Company	32506

INSURED
Archaeological Consultants Inc
8110 Blaikie Court Suite A
Sarasota, FL 34240

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			GL10004311102	04/02/2021	04/02/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000 $
F	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CA10001129505	04/02/2021	04/02/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000			UMB10002338804	04/02/2021	04/02/2022	EACH OCCURRENCE AGGREGATE 	$1,000,000 $1,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		196470970101	09/14/2020	09/14/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			LHR789128	05/16/2021	05/16/2022	$1,000,000 Ea Claim/Agg	
E	Pollution Liab			G28224989001	09/17/2020	09/17/2021	$1,000,000 Ea Claim/Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Proprietors/Partners/Executive Officers/Members Excluded:
Marion M. Almy, President
Maranda Kles, Vice President
Marion M. Almy, President

(See Attached Descriptions)

CERTIFICATE HOLDER

ACI (Archaeological Consultants, Inc.)
8110 Blaikie Court, Suite A
Sarasota, FL 34240

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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STANDARD BUSINESS TERMS AND CONDITIONS

JOHNSON ENGINEERING

DATE: September 1, 2021

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

JOHNSON ENGINEERING, INC., (CONSULTANT), **AND** **TETRA TECH, INC.** (CLIENT).

PROJECT NAME: **Village of Estero Wastewater Conversion**

Section: 28 **Township:** 46 **Range:** 25 **County:** Lee

Latitude: 26.43941 **Longitude:** -81.816040 **Comments:**

CONSULTANT CONTACT INFORMATION		CLIENT CONTACT INFORMATION	
Project Manager:	Mark Texter	**Bill to the attention of:**	Danny Nelson
Address:	2122 Johnson Street	**Billing Address:**	10600 Chevrolet Way, Suite 102
City:	Fort Myers	**City/State/Zip:**	Estero, FL 33928
State/Zip:	Florida, 33901	**Phone:**	(239) 317-3847
Phone:	(239) 334-0046	**Cell:**	(239) 438-2108
Fax:	(239) 334-3661	**Fax:**	
Email:	mat@johnsoneng.com	**Email:**	danny.nelson@tetratech.com

SCOPE OF SERVICES (LIMITED TO THE FOLLOWING):

The CONSULTANT shall collect horizontal and vertical data of existing visible above-ground improvements and existing visible above-ground utilities within the three corridors highlighted in red and the areas highlighted in yellow on page 3 through 6 below. The CONSULTANT shall measure cross-sections at 50-foot intervals to include the pond bottom (bathymetric survey). The CONSULTANT shall prepare a description for an easement if necessary. The CONSULTANT shall excavate trenches, from the back of curb to the easterly right-of-way or boundary line, to search for underground utilities and collect the data if encountered. No excavation will be performed under hard surfaces such as concrete or asphalt. The CONSULTANT shall establish the right-of-way lines for that part of the above referenced corridors, and adjacent boundary lines based on original plats and Lee County geographic information systems linework. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88). The data shall be provided in AutoCAD Civil 3D format to the CLIENT.

Estero Bay Village Subsurface Utility Exploration fee $ 4,000.00

Sunny Grove Subsurface Utility Exploration fee $ 10,000.00

Cypress Bend Subsurface Utility Exploration fee $ 3,000.00

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2020-01

Project Name: Miscellaneous Professional Services

Please check as appropriate:

_____	I am the sole proprietor/owner. The company is not publicly held.
_____	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
X	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: _____
Vendor

Printed Name Daniel M. Nelson, Vice President

Company Name: Tetra Tech, Inc.

Date: 6-15-20

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Tetra Tech is a publicly traded company on Nasdaq.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

US 41 & Three Oaks Monument Sign Construction Plans & Permitting Contract

Description:

With the conclusion of the Village of Estero's Branding effort, Council selected two locations to install the first Village of Estero monument signs. The locations are US 41 and Three Oaks Parkway at the Village's southern boundary. The Village's branding consultant completed the monument sign design concepts and was working toward construction plans, permitting and project bidding. Due to issues hiring sub-consultants, the Branding Consultant was unable to complete the construction plans, permitting and project bidding in a manner that complied with the Village's bidding requirements.

Over the past several months Village staff has been trying to locate and negotiate fees with a consultant that can prepare construction plans and obtain permits for the proposed monuments.

The attached contract is for DRMP, Inc. to prepare construction plans and permit the two monument signs along US 41 and Three Oaks Parkway. After the contract is executed construction plans and permits are expected to be completed in approximately 3-months.

Action Requested:

Approve award of Supplemental Task Authorization (STA) - 01 Contract EC 2020-72 with DRMP, Inc. to provide Construction Plan and Permitting services for Village of Estero monument signs under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $59,960.00.

Also approve a contingency fund amount of $6,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the STA with DRMP, Inc. and any other related ancillary documents on behalf of the Village Council.

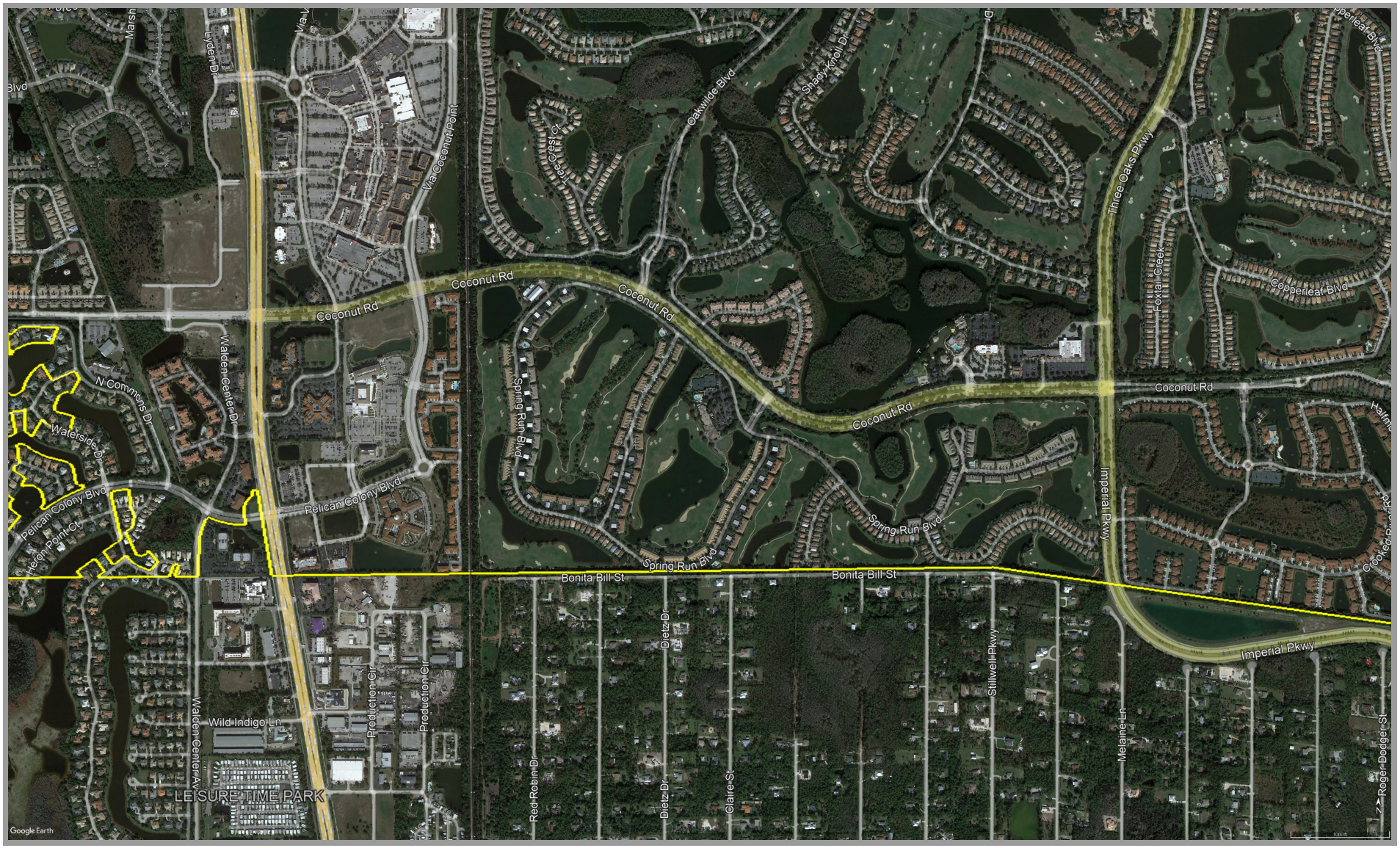
Financial Impact:

Fiscal impact is $65,960 which includes the contract amount of $59,960 plus a 10% contingency of $6,000.

The proposed 2020-2021 Village of Estero US 41 and Three Oaks Parkway Monument Sign project budgets are both $156,000 for a total of $312,000.

Attachments:

1. Location Map
2. DRMP, Inc. Contract
3. Ownership Disclosure


Coconut Rd
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Coconut Rd
Coconut Rd
Coconut Rd
Via Coconut Point
Oakwilde Blvd
Shady Knoll Dr
Three Oaks Pkwy
Foxtail Creek
Copperleaf Blvd
Walden Center Dr
N Commons Dr
Waterside Dr
Pelican Colony Blvd
Pelican Colony Blvd
Heron Point Ct
Spring Run Blvd
Spring Run Blvd
Spring Run Blvd
Bonita Bill St
Bonita Bill St
Imperial Pkwy
Imperial Pkwy
Wild Indigo Ln
Production Cir
Production Cir
Red Robin Dr
Dietz Dr
Dietz Dr
Claire St
Stillwell Pkwy
Melaine Ln
Roger Dodger St
LEISURE TIME PARK
Google Earth

Misc. Professional Services

EC 2020-72

STA No. 01

Project Name: US 41 & Three Oaks Monument Sign Construction Plans

Consultant: DRMP, Inc.

Village of Estero Contract No.: EC2020-72

Village of Estero Account Number: _____

Brief Description: Prepare construction plans and permit Village of Estero monument signs along US 41 and Three Oaks Parkway.

Total Fees: $59,960.00

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services for the Fees identified in Exhibit B – Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-72.

Consultant: DRMP, Inc.	Village of Estero
By: _____	By: _____
Name: _____	Name: Steve Sarkozy
Title: _____	Title: Village Manager
Date: _____	Date: _____

Attachments:
Exhibit A/B – Scope of Services & Fees

DRMP, INC.

PRINCIPALS
Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

1404 Dean St, Suite 101 | Fort Myers, Florida 33901
Phone: 239.206.5093 | Fax: 407.896.4836

September 8, 2021

Mr. David Willems, PE
Village of Estero
Public Works
9401 Corkscrew Palms Circle
Estero, Florida 33928

Subject: **Proposal for US-41 & Three Oaks Parkway Monument Sign Services**
Village of Estero, Florida

Dear Mr. Willems:

DRMP, Inc. (DRMP) is pleased to provide the Village of Estero (Village) the following proposal for professional services related to the installation of two monument signs within public Rights of Way (ROW) adjacent to the southern border of the Village at Three Oaks Parkway and US-41. This proposal outlines our Project Understanding, Scope of Services and Terms and Conditions

PROJECT UNDERSTANDING
DRMP understands the scope of this project is to assist the Village with the design and specifications for the procurement, permitting, and installation of two monument signs at the Village limits within Lee County ROW along Three Oaks Parkway and Florida Department of Transportation (DOT) ROW along US-41. We understand the Three Oaks Parkway sign is intended to be installed within the grassed median, facing northbound traffic and the US-41 sign is intended to be installed adjacent to the sidewalk, also facing northbound traffic. Conceptually, each monument sign is approximately 4' tall by 4' wide, made of aluminum, and finished with a textured paint and stone veneer base. The lettering is internally illuminated with LED's and the foundation is to be frangible.

We are aware of the unique criteria for each jurisdictional body and their specific requirements for the placement of each sign, roadside versus median.

We understand the Village will contract with Vitalink to prepare and distribute artwork for the signs and approve non-structural shop drawing submittals.

We understand the Village will contract with a landscape architect to prepare landscaping plans and associated lighting and irrigation plans. We have included coordination for this effort.

SCOPE OF SERVICES
DRMP has developed the following task-oriented scope of services based on our understanding of the project's design phase submittal process. DRMP's scope of services will include the following tasks:

TASK I: COORDINATION WITH DESIGN TEAM AND JURISDICTIONAL BODIES
DRMP will perform preliminary data collection and analysis on the locations as intended in the project understanding. The details for these tasks are further described as follows:

- Hold meeting with Village, Vitalink, and Village's landscape architect;
- Install one mockup monument sign (canvas or vinyl banner, corrugated plastic, or similar) at US-41 location and provide appropriate pedestrian MOT. Mockup is provided by others to DRMP for installation and monitoring. Coordinate with FDOT for temporary MOT. Mockup sign will be in place for two hours while council and/or stakeholders drive by to observe the location and proportions. Additional mock up reviews may require additional compensation;
- Hold pre-application meetings with Lee County DOT, FDOT, and Village of Estero;
- Preliminary research on existing utility information at sign locations to identify potential conflicts;
- Recommendations to Village and Design Team as needed.

TASK II: SURVEY
DRMP will prepare the following deliverables (Subconsultant's proposal enclosed):

- FDOT ROW Survey;

OFFICES
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Mooresville, North Carolina
Orlando, Florida
Panama City, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida

1.833.811.3767
www.DRMP.com

- Lee County DOT ROW Survey;
- Digital terrain models at both sign locations.

TASK III: PERMITTING AND CONSTRUCTION DOCUMENTS

With the Village's approval of the current concept (changes to the concept may require additional compensation), and in accordance with the directive outcomes from the meetings with the Jurisdictional Bodies, DRMP will prepare the following deliverables:

- FDOT Permit Plan Set;
- FDOT ROW Use Permit Application;
- LDOT Permit Plan Set;
- LDOT ROW Use Permit Application;
- Village of Estero Limited Development Order at each location (if required);
- Construction plans, including civil and structural work;
- Maintenance of Traffic Plans for each sign location;
- Specifications for sign, foundation, and other required work;
- Prepare Estimate of Probable Cost;
- Structural Design: preparation of structural drawings and specifications;
- Geotechnical Investigation (Subconsultant's proposal enclosed):
    - Soil Evaluation: Drill appropriate soil borings to evaluate subsurface conditions to design foundation;
    - Foundation Design: based on structural loading of the monument sign and soil evaluation, prepare appropriate footing for monument sign;
- Subsurface Utility Engineering: identify and resolve locations of conflicting subsurface utilities within the ROW. It is anticipated that this task is limited to coordination with service providers and utilities to relocate buried infrastructure as needed. Additional design work/rework may require additional services.

TASK IV: BID ASSISTANCE AND CONSTRUCTION ADMINISTRATION

- Assistance with the preparation of the Invitation to Bid;
- Attendance at pre-bid, project kickoff meeting, and progress meetings;
- Respond to bidder questions and issue responses to requests for information;
- Assistance with bid evaluation and making a recommendation of award;
- Review of civil & structural shop drawings and RFI's during construction;
- Periodic site inspections;
- Attendance at Substantial Completion and Final Completion meetings;
- Permit certifications and preparation of as-builts.

ADDITIONAL SERVICES (Not part of this contract)

If the Village desires to change or expand upon the above services, an additional fee may be negotiated. Scope and fee will be agreed upon prior to further work on the project. Scope specifically not included:

- Landscape Architecture
- Additional iterations of the conceptual design as described above
- Offsite improvements
- Easement legal descriptions
- Right of Way or property acquisition
- Traffic Counts
- Lighting/Photometric Plans
- Concurrency and/or Zoning work
- Additional requests from jurisdictions for items that have not been included in the scope of services
- Additional agency Requests for Information (RAI) beyond those described above
- Additional meetings and negotiations beyond those specifically addressed

Public entity or jurisdictional agency fees are to be paid directly by the Village prior to obtaining approvals or permits. DRMP has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permit applications and/or entitlements related to this project.

SCHEDULE

DRMP is available to commence work immediately upon receipt of a notice to proceed (NTP) and will coordinate with the Village on a final schedule showing the projected tasks and milestones to accomplish the work. Typical timeframes for projects such as this are approximately four to six weeks, depending upon jurisdictional meeting availability and subconsultant schedules.

COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein:

Fee Schedule			
Scope of Service Task		**Terms**	**Fee**
I	COORDINATION WITH DESIGN TEAM AND JURISDICTIONAL BODIES	NTE	$ 7,150.00
II	SURVEY	LS	$ 5,550.00
III	PERMITTING AND CONSTRUCTION DOCUMENTS	NTE	$ 37,340.00
IV	BID ASSISTANCE AND CONSTRUCTION ADMINISTRATION	NTE	$ 9,920.00
Total			**$ 59,960.00**

The above fees for the Scope of Services will be performed per the terms stated above. Additional services or meetings, other than described above, upon request of the Village will be invoiced hourly, consistent with Exhibit A, enclosed with this proposal.

We appreciate the opportunity to provide you with this proposal and look forward to providing our services in the successful completion of this project. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

This Scope of Services and Fee Schedule are hereby submitted by:

DRMP, Inc.

Paul Benvie, P.E.
Office Leader

Enclosure(s): Exhibit "A" - Hourly Rate Schedule
Survey Subconsultant Proposal
Geotechnical Subconsultant Proposal

DRMP

EXHIBIT "A"
Effective February 8, 2021

Headquarters
941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

Administrative/Office Support	Rate
Administrative Support I	$55.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Senior Administrative Support	$115.00
Senior Administrative Supervisor	$120.00
Administrative Department Manager	$160.00
Reproduction Support	$60.00
Information Systems I	$95.00
Information Systems II	$105.00
Graphic Design	
Graphic Designer I	$55.00
Graphic Designer II	$75.00
Graphic Designer III	$120.00
Technical Writing	
Technical Writer I	$50.00
Technical Writer II	$65.00
Technical Writer III	$85.00
Engineering	
Engineering Technician I	$55.00
Engineering Technician II	$65.00
Engineering Technician III	$70.00
Engineering Technician IV	$80.00
Engineering Technician V	$90.00
Engineer I	$90.00
Engineer II	$95.00
Engineer III	$100.00
Engineer IV	$105.00
Engineer V (P.E.)	$120.00
Engineer VI (P.E.)	$135.00
Engineer VII (P.E.)	$150.00
Engineer VIII (P.E.)	$170.00
Chief Engineer I (P.E.)	$190.00
Chief Engineer II (P.E.)	$250.00
Environmental	
Environmental Scientist I	$70.00
Environmental Scientist II	$90.00
Environmental Scientist III	$110.00
Chief Environmental Scientist	$125.00
Senior Ecologist	$160.00
GIS	
GIS Technician	$65.00
GIS Analyst I	$75.00
GIS Analyst II	$90.00
GIS Analyst III	$125.00
GIS Senior Project Manager	$180.00
CEI	
Inspector I	$62.00
Inspector II	$76.00
Senior Inspector I	$90.00
Senior Inspector II	$106.00
Contract Support Specialist	$120.00
Project Administrator I	$135.00
Inspection Manager/Proj. Admin II	$170.00
Resident Engineer	$195.00
NBIS - Bridge Inspection	
NBIS Engineer	$200.00
NBIS Team Leader	$155.00
NBIS Team Member	$80.00
Public Relations	
Public Relations I	$95.00

Expert Witness	Rate
Expert Witness Research	$145.00
Expert Witness Testimony	$250.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	$165.00
3-Person Survey Crew	$200.00
4-Person Survey Crew	$255.00
Survey CADD / Technician	$95.00
Surveyor in Training / Technician II	$105.00
Surveyor in Training / Technician III	$110.00
Professional Surveyor & Mapper	$145.00
Surveyor Project Manager	$175.00
Senior Professional Survey & Mapper	$220.00
Chief Surveyor & Mapper	$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	$140.00
Unmanned Autonomous System (UAS) Technician	$85.00
Unmanned Autonomous System (UAS) Lidar Unit	$1,500.00
Static Terrestrial Lidar	
3 Person Crew	$180.00
4 Person Crew	$220.00
5 Person Crew	$285.00
Mobile LIDAR Unit / Daily Rate	$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	$120.00
2-Person GPR/Concrete Imaging Crew	$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	$120.00
2-Person Utility Designate/Locate Crew	$185.00
3-Person Vacuum Excavation S.U.E. Crew	$240.00
4-Person Vacuum Excavation S.U.E. Crew	$285.00
S.U.E. Project Manager	$145.00
Utility Locate Technician	$100.00
Senior SUE Tech	$120.00
Planning	
Planner I	$75.00
Planner II	$85.00
Planner III	$100.00
Planner IV	$115.00
Senior Planner I	$125.00
Senior Planner II	$140.00
Senior Planner III	$165.00
Designers	
Designer I	$100.00
Designer II	$110.00
Designer III	$120.00
Designer IV	$130.00
Designer V	$140.00
Management	
Project Manager I	$95.00
Project Manager II	$100.00
Project Manager III	$110.00
Senior Project Manager I	$150.00
Senior Project Manager II	$180.00
Senior Project Manager III	$200.00
Senior Project Manager IV	$275.00
Supervising Engineer	$180.00
Department Managers I	$190.00
Department Managers II	$220.00
Division Managers I	$240.00
Division Managers II	$285.00
Principals	$360.00

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

August 31, 2021

Paul Benvie, PE
DRMP, Inc.
1404 Dean Street
Suite 101
Fort Myers, FL 33901
239-206-5107
pbenvie@drmp.com

Re: Estero Village Signs Topo / Specific Purpose Surveys

Thank you for the opportunity to provide pricing for the above property for professional surveying service. Dagostino Geospatial, Inc. (DGI) has been providing our services for over 20 years and have earned the respect of many clients. We are pleased to provide the following estimate for this project as follows:

We propose providing with a surveying services for the above referenced areas:

1) US 41 at the south Village of Estero line.
    a. Perform a topographic survey of the existing right of way from the village line, 100' south to a point 200' north. From the median of the northbound lane to the easterly right of way line of US 41.
    b. If underground utilities are evident, DGI will locate these also and show on this Specific Purpose Survey.
2) Three Oaks Parkway at the south Village of Estero line.
    a. Perform a topographic survey of the existing right of way from the village line, 100' south to a point 200' north. From the median of the northbound lane to the easterly right of way line of Three Oaks Parkway (per Lee County DOT).
    b. If underground utilities are evident, DGI will locate these also and show on this Specific Purpose Survey.

All data will be acquired in Florida West Coordinate system with elevations in NAVD 1988 datum.

The fee for these two surveys will be $5550.00.

Areas are attached.

(239) 352-6085 | 10981 Bonita Beach Rd SE, Bonita Springs, FL 34135 | DagGeo.com

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

Anything additional not listed will be billed on an hourly basis.

All the best,

Donald G. Miller, PSM

Signature constitutes written notice to proceed with the above referenced project at the fees outlined.

PRINTED NAME PHONE NUMBER

SIGNATURE DATE

(239) 352-6085 | 10981 Bonita Beach Rd SE, Bonita Springs, FL 34135 | DagGeo.com

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

STANDARD TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

1. **Services Performed by Dagostino Geospatial, Inc. (DGI).** DGI agrees to perform the services set forth on the accompanying Proposal for Professional Services (“proposal”), attached hereto and incorporated herein by this reference ("services") in accordance with the proposed time schedule, subject to item 12 (delays) below.

2. **Compensation by Client.** Client agrees to financially compensate DGI for said services according to the terms of payment stipulated upon the proposal.

3. **Property**. The property upon which the services hereinafter described are to be performed is as described upon the proposal ("the property"). Current tax mapping and tax listing documents may be attached and hereby incorporated by reference.

4. **Documents Provided by Client**. - Client agrees to provide DGI with all documents readily available to them to assist in identifying the ownership, location and condition of the property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for DGI the authorization of the owner(s) to enter upon the subject and adjoining properties for the purpose of conducting DGI's work thereon.

5. **Ownership of Work Product**. Client acknowledges that all original papers, documents, maps, surveys, and other work product of DGI, and copies thereof, produced by DGI pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of DGI and that DGI has the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

6. **Use of Work Product**. Client agrees not to use or permit any other person to use maps, exhibits, legal descriptions, surveys, or other work product ("work product") prepared by DGI, except for the following purpose: *Work product is for the exclusive use of client.* Client further agrees that the work product prepared by DGI may not be altered or reproduced in any way nor used on any other project or for any purpose other than as specifically authorized herein by DGI.

7. **Copyright**. The parties agree that all protections of the United States and Florida copyright laws shall be applicable to the work product to the benefit of DGI, including common law and statutory law, whether such work product actually is so copyrighted, and without regard to whether or not such copyright actually applies to such work product.

8. **Billing**. All fees and other charges attributable to this Agreement will be billed by DGI monthly and shall be due and payable by Client within thirty (30) days of the time of billing at the address of DGI listed upon the proposal unless otherwise specified in this Agreement. Client agrees to pay a monthly late payment charge of one (1%) per month commencing thirty (30) days; after the date of the billing.

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

9. **Suspension or Termination of Performance**. In addition to any other rights DGI may have for default of Client, if Client fails to pay DGI within thirty (30) days after invoices are rendered, Client agrees DGI shall have the right to consider such default in payment a material breach of this Agreement, and, upon written notice, the duties, obligations, and responsibilities of DGI under this Agreement may be suspended or terminated at DGI's sole option.

10. **Additional Services**. Client agrees that if services not specified in this Agreement are provided at Client's request, Client shall timely pay for all such services as extra work at the current billing rates set forth by DGI at the time such services are provided.

11. **Completion of Services**. DGI has the right to complete all services requested by client pursuant to this agreement. In the event that this agreement is terminated before the completion of all services, unless DGI is responsible for such termination, Client agrees to release DGI from all liability for services performed. In the event that all or any portion of the services by DGI are suspended, abandoned, or otherwise terminated, Client shall pay DGI all compensation for services provided prior to termination.

12. **Delays**. DGI is not responsible for delays caused by activities or factors beyond DGI's control, including but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, acts of terror, failure of Client to timely furnish information or approve or disapprove DGI's work, or faulty performance by Client or others, including contractors and governmental agencies.

13. **Limits of Liability**. Client agrees to limit the liability of DGI, it's principals, employees and sub consultants, to Client for any claim or action arising in tort, contract, or strict liability, to the amount of DGI's compensation under this agreement.

PURSUANT TO FLORIDA STATE STATUTE 558.0035 (DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY), AN INDIVIDUAL EMPLOYEE OR AGENT OF DAGOSTINO GEOSPATIAL, INC., INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

14. **Arbitration.** All claims, disputes, and other matters in question arising out of or relating to this Agreement shall be submitted to binding arbitration and the parties hereto agree to execute and/or obtain the execution of all documents as may be necessary to submit such matters to arbitration. Unless otherwise agreed by the parties, said arbitration shall be in accordance with the rules and regulations of the American Arbitration Association.

15. **Contractual Lien to Secure Payment**. Client grants to DGI a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due DGI by Client as provided herein. Client grants DGI the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of DGI's lien rights.

16. **Insurance**. DGI maintains worker's compensation, vehicle liability, general liability, and professional liability insurances. Certificates of insurances shall be made available to Client upon request.

17. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of Florida.

18. **Entire Agreement of Parties.** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

19. **Special Provisions.** None stipulated by Client or DGI

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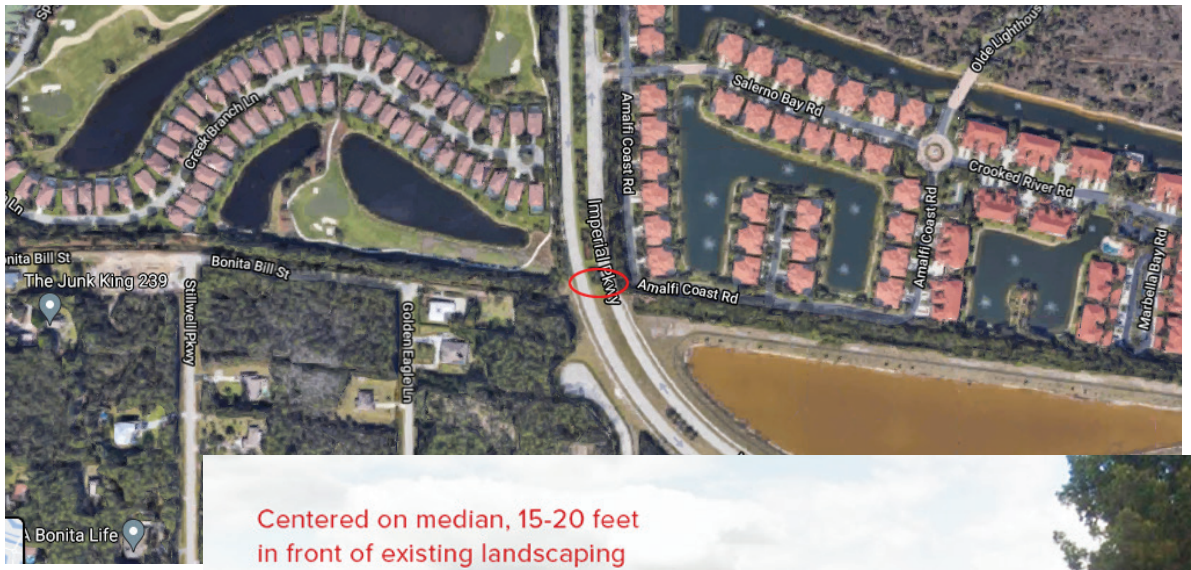
Estero sign, US41S

The Village has requested that the sign be as close to the border (green Estero sign) as possible. The sidewalk would be re-routed around the sign. Concerns:

- Close proximity to the Coconut Point sign
- Gas lines, electric
- Drainage swale

Location parking:
24031 S Tamiami Trail,
Bonita Springs, FL 34135

Estero sign, Three Oaks S



ECS Florida, LLC

Proposal for Subsurface and Geotechnical Exploration

Estero Monument Sign

24040 S Tamiami Trail
Bonita Springs, FL 34134

ECS Proposal Number 60:1444-GP
August 31, 2021

ECS FLORIDA, LLC "Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

August 31, 2021

Mr. Paul Benvie
DRMP
1404 Dean Street, Suite 101
Fort Myers, FL 33901

ECS Proposal No. 60:1444-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
Estero Monument Sign
24040 S Tamiami Trail, Bonita Springs, FL 34134

Dear Mr. Benvie:

As requested, ECS Florida, LLC (ECS) is pleased to present the following lump sum proposal for providing subsurface exploration and geotechnical engineering services for the proposed sign installation located near Bonita Springs, FL. In preparing this proposal, we have had the opportunity to review the parcel information provided by your office. We have also reviewed the available geologic and geotechnical information in our files for the general site vicinity.

PROJECT DESCRIPTION

The project site consists of drilling in a right of way of Tamiami Trail. ECS understands that the pavement will not need to be cut and drilling can take place in the grass or planters.

ECS should be provided with a utility plan as well as final loading information with any changes prior to finalizing our report in order to confirm our assumptions and foundation recommendations.

In order to provide an efficient evaluation of the subsurface conditions within limits of the proposed development, we propose a subsurface exploration consisting of Standard Penetration Test (SPT) soil borings. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

SCOPE OF SERVICES

Our integrated services will include drilling of SPT soil borings by drill crews under our direct supervision, laboratory testing of representative soil samples for pertinent engineering properties, and various engineering analyses preparation of an engineering report. We propose to perform a total of 2 borings. The borings will be extended to the proposed depth of 10 feet below the existing ground surface, unless auger refusal causes it to be terminated at a more shallow depth. If we are successful in this proposal, we understand the locations of the borings will be provided to us by the design team. Upon completion

13850 Treeline Ave, Suite 4, Fort Myers, FL 33913 • T: 239-236-7511 • F: 239-239-0972 • www.ecslimited.com
ECS Florida, LLC • ECS Midwest, LLC • ECS Mid-Atlantic, LLC • ECS Southeast, LLC • ECS Southwest, LLP

of drilling operations, the samples will be returned to our laboratory in Fort Myers, Florida for further identification and testing. Our proposed scopes of field and laboratory services are as follows:

FIELD EXPLORATION

a. Obtain required permits and locations of public utilities.
b. Field locate borings by referencing existing site features and available plans. Elevations may be interpolated from civil drawings and/or referenced from published topographical maps.
c. Mobilize a large, truck mounted drilling rig to the site.
d. Scan subsurface for existing utilities using Ground Penetrating Radar (GPR)
e. Perform borings to the following depths below existing grade:
    - 2 Standard Penetration Test (SPT) boring to a depth of 10 feet at the proposed sign locations.
f. Perform Standard Penetration Test (SPT) tests at standard intervals within the borings for engineering analysis. In general, SPT's will be performed at two-foot intervals in the first ten feet and at five-foot intervals thereafter, where applicable.
g. Measure depth of groundwater with each boring at time of drilling and prior to plugging/grouting.
h. Grout the boreholes with lean cement.

LABORATORY TESTING

The laboratory services to be performed for the project are anticipated to consist of the following for soil classification purposes (As Needed):

a. Perform natural moisture tests.
b. Perform gradation analysis tests (wash sieve).
c. Perform Atterberg Limits and Organic Content Tests (if plastic clays or organic laden soils are encountered)

REPORT

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations. The final project layout and structural design were not provided at the time this proposal was prepared. The engineering report will include the following items:

a. Information on site conditions including surface drainage, geologic information, and special site features.
b. Description of the field exploration and laboratory tests performed.
c. Final log of the soil boring and records of the field exploration per the standard practice of geotechnical engineers. A site location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs.
d. Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill. We will also include compaction requirements and suitable material guidelines.
e. (Optional) Recommended allowable soil bearing pressure for conventional shallow foundations (spread footings) and estimates of predicted foundation settlement based on assumed structural loadings.
f. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to “Set the Standard of Service” for you, our clients. Most notably:

- **Experience**. ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology**. ECS utilizes Global Positioning System (GPS) services to accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise**. ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

FEE

ECS will provide our geotechnical services outlined in this proposal for a lump sum fee of **$6,500.00** The lump sum fee for geotechnical services includes private utility location services (GPR), MOT, drilling and permitting in accordance with Lee County and FDOT regulations. Foundation recommendations can be provided for an additional fee of **$500.00**.

We have assumed the site is relatively accessible by an all-terrain drill rig and will not require clearing to access the boring locations. Actual existing site and subsurface conditions may present unforeseen conditions that must be resolved in real-time to avoid costly change orders, such as drilling stand-by-time or inspection over-time. Acceptance of this proposal is considered authorization for ECS to direct field personnel on your behalf to maintain the required standard of care and minimize cost impacts. During drilling operations, below grade soils may require additional depth. The cost for additional drilling & grouting will be added to your invoice at a rate of $15/ft. Subsurface conditions may require casing to the borehole to keep it open and accessible during testing. If casing is necessary, a fee of $20/ft. will be added to the invoice. Should clays be encountered, it may be required to retrieve a Shelby Tube sample for clay consolidation testing. The additional cost associated with Shelby Tube sampling and Consolidation Testing of Clay soils ranges from $700 of $850 per test, depending on the depth of retrieval. Should the cost of these other additional services exceed the greater of $500 or 15% of the lump sum fees, we will contact you (or assigned representative) for written authorization for those additional services.

SCHEDULE

In preparing this proposal, we have assumed that the client will assist in the coordination of our access to the site with the current site owners/occupants. We schedule drilling within two business days of receipt of this executed proposal, we anticipate being able to mobilize drill rigs to the site within approximately a week after scheduling.

We anticipate that the drilling operations will require about one day, and that the laboratory testing, after drilling is completed, will require about two days. Therefore, for scheduling purposes, the entire scope should take about two weeks from executed proposal through final report submission. Verbal comments on findings can be provided within three days of completion of the borings, if requested.

UTILITY CLEARANCE AND SITE RESTORATION

We will contact Sunshine State One Call to locate underground utilities at the site; however, our experience indicates that One Call will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test boring/pit locations in order to avoid any underground utilities indicated by the Sunshine One Call locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the One Call services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments,

copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Upon completion of subsurface exploration drilling/test pitting, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location. In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch of an equivalent or greater thickness of asphalt. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to minimize such disturbance; however, we have not budgeted for site restoration of the site including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the ASFE Professional Firms Practicing in the GeoSciences, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS Florida, LLC

Matt Robertson, P.E.
Geotechnical Engineer
Registered FL No. 87399
MRobertson@ecslimited.com

David Spangler, P.E.
Principal Geotechnical Engineer
Registered FL No. *58770*
DSpangler@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: EC2020-72 STA 01

Project Name: US-41 & Three Oaks Parkway Monument Sign Services

Please check as appropriate:

_____	I am the sole proprietor/owner. The company is not publicly held.
X	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
_____	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: Paul Benvie

Printed Name Paul Benvie

Company Name: DRMP, Inc.

Date: 9/14/2021

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Larry Smith – President - 941 Lake Baldwin Lane, Orlando FL 32814

Donaldson K Barton Jr. – CFO - 941 Lake Baldwin Lane, Orlando FL 32814

Glenn Lusink – COO - 941 Lake Baldwin Lane, Orlando FL 32814

Mark Puckett – Principal - 941 Lake Baldwin Lane, Orlando FL 32814

Mark Prochak– Principal - 941 Lake Baldwin Lane, Orlando FL 32814

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Architectural Services for PreK-8 School on Three Oaks Parkway

Description:

The School District of Lee County is currently permitting a Prek-8 School along Three Oaks Parkway across from Laurel Oaks Drive. As currently designed by the School District, the site includes a track and a multi-purpose athletic field. The multi-purpose field will be covered with bahia sod.

The School District has offered to partner with the Village of Estero to upgrade the fields to allow use by the general public outside of school hours. Potential upgrades include the following:

- Replace bahia sod with bermuda sod
- Extend irrigation system to include the large grassed area south of track and multi-purpose field.
- Improved soil under all fields to improve drainage and field durability.
- Fence to separate fields from school facilities.
- Field lights
- Restroom building
- Sidewalks

The Village of Estero will require the services of an architect and engineer to design the potential improvements. Attached is a contract with Harvard Jolly Architecture (the firm awarded the school design contract by the School District) to provide design services for the potential site improvements. The contract covers designing a second athletic field, switching sod from bahia to Bermuda, improved irrigation and drainage, restroom facility, field lighting, sidewalks and additional fencing.

Section 6 of Ordinance No. 2015-06 Authorizes the Village Manager to enter into bids or contracts entered into by other governmental authorities provided that the governmental authority has followed a competitive bidding procedure leading to the award of the bid or contract in question which is substantially similar to the competitive bidding procedures outlined in this Ordinance (a methodology known as "piggybacking"). The School District of Lee County selected Harvard Jolly Architecture in a manner similar to the Village's procurement ordinance.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approve a contract, via a piggybacking of the School District's bid, with Harvard Jolly Architecture in the amount of $98,000 to provide architectural and engineering services for additional athletic facilities at the proposed new School District of Lee County PreK-8 School on Three Oaks Parkway.

Also approve a contingency fund amount of $9,800 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract and any ancillary paperwork which may be required on behalf of the Village of Estero Council.

Financial Impact:

The financial impact is $107,800 which includes the contract amount of $98,000 plus a 10% contingency of $9,800.

Funding for this project will be from the unspent capital funds in the Estero Community Park Expansion Master Plan budget of $150,000.

Attachments:

1. Harvard Jolly Architecture Contract
2. Ownership Disclosure
3. Project Location Map
4. Shared Use Concept
5. School District of Lee County RFQ Results

THIS AGREEMENT, is made and entered into this ___ day of _____20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village", and Harvard Jolly Architecture whose address is 1639 Hendry Street, Fort Myers, FL 33901 hereinafter referred to as the "Consultant."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Consultant for the purpose of providing architectural and engineering services for additional athletic facilities at the proposed new School District of Lee County PreK-8 School on 3 Oaks Parkway; and

WHEREAS, the Consultant is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of this contract and their "Proposal for Athletic Facilities at the LCSD New Pre-K School" dated August 9, 2021 attached to this contract as part of Exhibit B; and

WHEREAS, the Consultant's proposal was reviewed and selected on September 22, 2021 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Consultant for the rendering of those services described in the Scope of Services until the work is completed to the satisfaction of the Village.

NOW, THEREFORE, the Village and the Consultant, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.
RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 The "Proposal for Athletic Facilities at the LCSD New Pre-K School" dated August 9, 2021 consisting of 1 page attached as part of Exhibit B submitted by Consultant is hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) This Agreement and any Exhibits or Amendments thereto;

2) The Proposal submitted by Consultant.

ARTICLE 2.
CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services".

2.2. Consultant agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Consultant will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Consultant to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3.
COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICES

3.1. Village will pay Consultant for those tasks listed in the Scope of Services actually performed by Consultant. The total payment to Consultant will not exceed $98,000 (plus any contingency which may be approved) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3 Payment for tasks will be as per Exhibit B attached hereto.

3.4. Consultant must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. When hourly billing is utilized, Consultant must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Consultant acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant must adjust billing accordingly. However, Consultant will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Consultant that funding for any successive fiscal years may be contingent upon appropriate of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Consultant or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4.
CONSULTANT'S RESPONSIBILITIES

4.1. Consultant will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Consultant, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Consultant include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Consultant will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Consultant will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Consultant will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of

the Consultant. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Consultant will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Consultant to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. The Village will furnish to Consultant, upon request of Consultant and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Consultant will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Consultant in a timely manner so as to not delay the process of the Consultant.

ARTICLE 7.
TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Consultant has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Consultant indicating its intention to terminate. The written notice will state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment will be as stated in Section 3 above.

ARTICLE 8.
NOTICES

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Consultant: Harvard Jolly Architecture Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Consultant each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11.
GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

12.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Consultant is, and will remain at all times remain, a wholly independent contractor and that Consultant's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Consultant will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after

completion of the services. Prior to destruction of any records, the Consultant will notify the Village and deliver to the Village any records the Village requests. Consultant will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Consultant must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Consultant. Records may be provided in the form or format in which they are kept including electronic files. Consultant's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK (CUSTODIAN OF PUBLIC RECORDS) AT 239-221-5035, records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14.
INDEMNIFICATION

14.1. For ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Consultant will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Consultant or Consultant's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Consultant must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ARTICLE 15.
EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Consultant of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Consultant has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Consultant will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Consultant will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

ARTICLE 16.
NO CONTINGENT FEES

16.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

(Remainder of Page Left Intentionally Blank)

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

Harvard Jolly Architecture

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By:_____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Burt Saunders, Village Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal

EXHIBIT A

HARVARD • JOLLY
ARCHITECTURE

September 10, 2021

David Willems, PE
Public Works Director
The Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Proposal for Athletic Facilities at the LCSD New Pre-K School

Dear Mr. Willems,

Harvard Jolly Architecture is pleased to provide this proposal to the Village of Estero for architectural and engineering services for additional athletic facilities at the proposed new School District of Lee County PreK-8 School on 3 Oaks Parkway.

Anticipated Scope of Work (See also Exhibit 'A' & 'B' attached)

1. **Second Athletic Field** – Design a second athletic field with approximate dimensions of 440 ft east/west and 230 ft north/south. The field will be located between the student pick up drive and the track. Design will include the following.
    a. Relocate existing drainage structures to accommodate the proposed field dimensions. Including underdrainage around the perimeter of the field to prevent saturated soil for extended periods of time. See item #4.
    b. Grading of the proposed field
    c. Specifications for the proposed fill under the field to promote appropriate drainage without need for underdrains

2. **Bermuda Sod** – Revised construction plans to include Bermuda Sod on the existing field locations within the track and the proposed second athletic field. (Note: current design is Bahia)

3. **Irrigation System**
    a. Revise irrigation system design for field located inside the track to accommodate Bermuda sod.
    b. Add irrigation system to second athletic field, also to accommodate Bermuda Sod.
    c. Extend irrigation system between track, fields, and adjacent paved areas.

4. **Perimeter Drain System** – Perforated pipe and trench along sidelines.
    a. Redesign drainage system at existing athletic field and track area.
    b. Replace existing drainage structures with new perimeter drainage system at second athletic field.

5. **Restroom Facility** – Assist the Village in preparing a design for a restroom facility. Submit preliminary concept to Village for review. Preliminary concept will include restroom location. Incorporate comments into restroom design. Present restroom concept to Village Council. Incorporate comments into restroom design. Prepare construction plans. The facility is expected to include the following.
    a. Separate men's and women's handicapped accessible toilet rooms with 3 fixtures each, plus lavs.
    b. Air conditioning – anticipate rooftop unit (no interior mech room).
    c. Janitor closet
    d. Electrical closet
    e. Water fountain/cooler
    f. Covered outdoor area – anticipate roof extension (no tent structure or aluminum canopy)

6. **Electrical** – New transformer and electrical service

7. **Lighting Infrastructure** for sports field lighting in the base design. See item #10 for lighting system.

1639 HENDRY STREET | FORT MYERS, FL 33901 | T. 239.275.7774 | F. 727.894.0502 | www.HARVARDJOLLY.com | AR0013140
FORT MYERS | JACKSONVILLE | ORLANDO | ST. PETERSBURG | SARASOTA | TALLAHASSEE | TAMPA | WEST PALM BEACH

HARVARD • JOLLY
ARCHITECTURE

8. **Sidewalks** - Design sidewalk to connect the parking area(s) with the two fields and restroom. Submit preliminary layout to Village for review. Incorporate comments into the design. Present layout to Village Council. Incorporate comments into the design. Add the proposed sidewalks to the construction plans.

9. **Fencing** - Design additional fencing to separate the shared facilities from the secured school facilities. Add the proposed fencing to the construction plans.

10. **Field Lighting** (alternate bid) – Provide Musco type sports lighting to both field areas.

Anticipated Budget Estimate

1.	Second athletic field (fill and sub-grade)	$78,000
2.	Bermuda sod for (2) fields	$220,000
3.	Well Irrigation for (2) fields	$150,000
4.	Perimeter drain system – revise and extend as noted	$120,000
5.	New rest rooms as noted.	$312,500
6.	New transformer and electrical service	$40,000
7.	Infrastructure for future sports lighting	$50,000
8.	Additional sidewalk to connect fields and restrooms	$2,000
9.	Additional fencing to separate these fields from the secured school facility	38,500
	SUB-TOTAL	**1,011,000**
10.	Alternate for sports lighting for (2) field areas – Musco type sport lighting $275K x 2 fields	$550,000
	TOTAL CONSTRUCTION ESTIMATE (with lighting alternate)	**1,561,000**

Note: Excluded from the scope of work is outdoor seating and independent shade structures

Anticipated overhead and profit is estimated to be another **$175-275,000 CM fee**, depending on options selected.

Scope and Fees for Professional Services

Scope of professional services will include architectural design and engineering services including civil, mechanical, electrical, plumbing, sprinkler, and fire alarm design, consistent with the project requirements of the current school design contracted with the School District. **Harvard Jolly's fee associated with the scope of work above is $98,000**. Note that fees do not change with lighting option, as Musco (or equal) would design their system.

Total project budget could be $1.3M or $2M, depending on lighting option, including all design and CM fees. Please note that construction costs are extremely volatile right now and these numbers could increase by the time bid contracts are signed.

We will proceed with AIA Owner-Architect contracts upon receipt of acceptance below. This proposal is valid for 90 days from date of letter.

Please let me know if you have any questions.

Sincerely,

Michael R. Johnson, RA
Vice President
HARVARD • JOLLY ARCHITECTURE

Xc: Steve Johnson, HJA file

Accepted by: _____

_____
Authorizing Signature

_____
Date

Johnson Engineering, Inc

Exhibit A consisting of **THREE** (**3**) pages referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated **September 7, 2021.**

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:
OWNER_____
CONSULTANT _____

SCOPE OF SERVICES

PROFESSIONAL SERVICES OF THE CONSULTANT:

PROJECT UNDERSTANDING:

The Village of Estero additional soccer/play fields on the AAAA PreK-8 School (The "Project") on a parcel of land located in Village of Estero, Lee County Florida, Section 34 Township 46, Range 25, at Latitude 26.425003 and Longitude -81.798453. The project will basically consist of, but not limited to, the addition of the play fields in the general area of the southwest are of the campus behind the school proper.

SCOPE OF SERVICES DEFINITIONS

The following are definitions of terms relating to items referenced throughout this document:

SBLC – School Board of Lee County

VILLAGE – Village of Estero

PZDB – Planning, Zoning, Design Board of the Village of Estero

CONSULTANT - Johnson Engineering, Inc.

ARCHITECT – Harvard Jolly Architecture

RAI – Request for Additional Information

WUP – Water Use Permit

1.1 - SITE DEVELOPMENT PLANS

The CONSULTANT will prepare construction civil site construction plans for the project, separate from the construction plans for the school, that will be included in the overall construction plan set once the field construction set is approved and ready for construction. It is anticipated the proposed field, bathroom facility and associated work will be a separate phase of the overall AAAA School project.

The Construction Plan Set shall consist of the design of a second athletic field with approximate dimensions of 440 ft east/west and 230 ft north/south. The field will be located between the student pick up drive and the track. Design will include the following.

a. Relocate existing drainage structures to accommodate the proposed field dimensions. Including underdrainage around the perimeter of the field to prevent saturated soil for extended periods of time.
b. Grading of the proposed field

c. Specifications for the proposed fill under the field to promote appropriate drainage without need for underdrains
d. Extend existing irrigation system to provide irrigation to this field.
e. Design irrigation system for the proposed athletic field as well as other grassed areas including the following:
    i. Between track and parking lot/tennis courts
    ii. Area outside the playing field between the track and student pick up drive.
    iii. Revise irrigation system design for field located inside the track to accommodate Bermuda sod
f. Revised construction plans to include Bermuda Sod on the existing field locations within the track and the proposed second athletic field.
g. Sidewalks
    i. Design sidewalk to connect the parking area(s) with the two fields and restroom.
    ii. Submit preliminary layout to Village for review. Incorporate comments into the design.
    iii. Present layout to Village Council. Incorporate comments into the design.
    iv. Add the proposed sidewalks to the construction plans.
h. Fencing - design additional fencing to separate the shared facilities from the secured school facilities.

1.2 - VILLAGE OF ESTERO DO AMENDMENT

The CONSULTANT shall assist the VILLAGE in applying for an Amendment to DOS2021-E004 to the VILLAGE for the proposed field additions/modifications, including the proposed restroom facility. All applicable permit fees shall be paid by Village.

The CONSULTANT will assist the VILLAGE in the submittal for the DO Amendment to the VILLAGE and will include, but not limited to, application documents and plans, bathroom facility architectural plans, and any additional material required to support the proposed design and coordinate with the permitting agencies to obtain final approval of the permits. Permit application forms, including required design information and data, shall be completed, and reviewed by the VILLAGE. Upon VILLAGE approval, the CONSULTANT will submit for the DO Amendment to the VILLAGE. Included in this task is the coordination and attendance of meetings with the SBLC and the VILLAGE during the design and review process, and the response to requests for additional information by the VILLAGE.

CONSULTANT will also prepare for and attend the PZDB Board public meeting and final hearing for the project.

1.3 - SFWMD IRRIGATION WATER USE PERMIT

The CONSULTANT will assist the VILLAGE and OWNER with applying for a modification of the SFWMD individual water use permit approved under application #210625-5 (<3 million gallons per month) for irrigation. Permit modification will add irrigated acreage associated with fields in the eastern portion of the project site not included for irrigation in the original water use permit application. The increase in irrigated acreage will change the permit category to an individual water use permit with an allocation greater than 3 million gallons per month and less than 30 million gallons per month. The change in permit category will require additional resource impact assessments not required for the original permit application for an allocation less than 3 million gallons per month. The CONSULTANT will prepare required SFWMD forms, site location maps, aerial photographs, site plans, estimate irrigation allocation using Modified Blaney-Criddle model, request statement of

reclaimed water availability (if required), perform uncalibrated groundwater modeling, per criteria of the SFWMD Applicant's Handbook for Water Use Permit Applications, and perform chloride blending calculations. The CONSULTANT will respond to requests for additional information from the SFWMD. The VILLAGE is responsible for SFWMD permit application processing fees (estimated at $1,000).

TASK 2.0 CONSTRUCTION ADMINISTRATION AND CERTFICATION

2.1 - SERVICES DURING CONSTRUCTION

The CONSULTANT will also provide Construction observation for the development as required for the engineer's project certification and to provide quality assurance during construction as outlined in Exhibit "C".

2.2 - FINAL CERTIFICATIONS

CONSULTANT will provide the following services for engineering and landscaping final certifications/dedication to SBLC and VILLAGE. ***All As-built survey information required for certifications is not part of this contract***.

- CONSULTANT will prepare a Sketch & Description for the proposed FPL easement to the transformer by the proposed filed restroom facility.
- Attend SBLC and VILLAGE final walk-throughs and prepare punch lists for contractor compliance.
- Prepare as-built Record Drawings of all civil improvements based upon a compilation of contractor-submitted data and field measurements provided by professional surveyor (not part of this contract).
- Provide final certification to VILLAGE for review and approval for the field improvements that construction was completed in compliance with the approved plans and specifications.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS/T&M/NTE)
1.1	Site Development Plans	$21,800	LS
1.2	Village DO Amendment	$13,900	LS
1.3	SFWMD Irrigation Water Use Permit Modification	$5,900	LS
2.1	Services during Construction	$7,100	LS
2.2	Final Certification	$2,500	LS
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES		**$51,200**	**LS**

Johnson Engineering, Inc

Exhibit D consisting of **ONE** (**1**) page(s) referred to in the Professional Services Agreement between OWNER and CONSULTANT for professional services dated **September 7, 2021.**

Initial:
OWNER_____
CONSULTANT _____

SPECIAL PROVISIONS

Exclusions

- Title Opinion work
- Geotechnical services
- Offsite traffic signal design
- Offsite roundabout design
- Offsite street lighting design
- Offsite bridge design
- Structural services or design
- Architectural services or design
- Lighting, photometric, or project signage
- Water Use permits other than outlined above
- Well permits, hydrological studies and/or individual dewatering permits, other than outlined above
- Monitoring required by any reviewing agencies (after construction is complete)
- Payment of impact or application fees to reviewing agencies
- Archaeological surveys and impacts assessments
- Environmental work other than outlined above
- Aerial photography
- Required easements for utility companies
- Survey work other than outlined above
- Construction staking
- As-builts for on-site or off-site improvements
- USACE Section 404/10 Dredge & Fill Permitting

August 30, 2021

Michael Johnson, RA
Senior Associate
Harvard Jolly Architecture
1639 Hendry Street
Fort Myers, Florida 33901

Re: Proposal for Professional MEP/FP Engineering Services
Lee County Public Schools AAAA
Estero Outbuilding and Sports Fields

Mike,

OCI Associates, Inc**.,** is pleased to submit the following proposal for Professional Engineering services for the MEP/FP services for the above referenced project.

Scope of Work Description:

1. Provide MEP/FP design for the construction of a new toilet room facility to serve the new sports fields
2. Provide related electrical power and lighting design required for the sports fields. Filed lighting design/photometry by others.
3. Provide I/T infrastructure design for security cameras. Cabling will be by others.
4. Provide construction/permit documents for the project and respond to any plan review comments by the AHJ.
5. Provide 61G15 sprinkler design.
6. Provide attendance at design meetings.
7. Provide construction Administration services for the related MEP/FP disciplines to include shop drawing review, responses to RFI, 5 site visits during construction.

Compensation MEP/FP Services:

Construction/Permit Documents	$ 16,500.00
Construction Administration	$ 3,500.00
TOTAL FEE	**$ 19,500.00**

OCI ASSOCIATES, INC.
9728 Commerce Center Court | Fort Myers, FL 33908 | Phone: (239) 454-5117 | www.ociassociates.com
Offices: Orlando, Fort Pierce, West Palm Beach, Miami, Tampa, Washington DC, Baltimore, Norfolk, Dallas, San Francisco

Exclusions:

1. Design revisions related to value engineering after 50% Construction Document phase.
2. Plan revisions required based upon site inspectors request to match field installed conditions of the various MEP/FP trades.
3. Scope of work changes.
4. Revising drawings to reflect “As-Built” conditions.

Additional Services:

Services required beyond basic scope shall be negotiated on an as needed basis at which time an additional services proposal (ASP) will be provided.

OCI Hourly Rates:

Principal	$200.00/Hour
Registered Professional Engineer	$185.00/Hour
Senior Project Manager	$170.00/Hour
Lighting Design Engineering	$150.00/Hour
IT/AV Design Engineering	$150.00/Hour
Project Engineer	$120.00/Hour
Senior Designer	$100.00/Hour
Designer	$ 85.00/Hour
CAD Operator	$ 75.00/Hour
Clerical	$ 65.00/Hour

Accepted by:

OCI Associates, Inc.

Gary K. Wydock

Gary K. Wydock
Principal
Division Director-Fort Myers

Accepted by:

Michael R Johnson, AIA

_____
Signature

_____
Name and Title (printed)

_____
Date

OCI ASSOCIATES, INC.
9728 Commerce Center Court | Fort Myers, FL 33908 | Phone: (239) 454-5117 | www.ociassociates.com
Offices: Orlando, Fort Pierce, West Palm Beach, Miami, Tampa, Washington DC, Baltimore, Norfolk, Dallas, San Francisco

SELECT STRUCTURAL

12573 New Brittany Boulevard ▪ Fort Myers, FL 33907 ▪ Ph: 239-210-5090

Agreement for the Provision of Limited Professional Services

Mr. Michael Johnson
Harvard Jolly Architecture
1639 Hendry Street
Fort Myers, FL 33901

August 5, 2021
Revised September 9, 2021

Reference: Estero PK-8 Restroom

SCOPE OF SERVICES

Provide structural engineering for the one story 1,500 square foot Restroom Facility at the Estero PK-8 School in Estero, Florida.

Services specifically excluded are: soil investigation, geotechnical engineering, engineering services which are normally provided by Specialty Engineers, printing and distribution of drawings for bidding and/or construction, cost estimating, in depth examination of alternative structural systems and architectural design/detailing responsibilities.

ENGINEERING COMPENSATION

Compensation for basic services shall be a lump sum fee of $2,000 and will be billed monthly based on percent complete.

ADDITIONAL PROVISIONS

This Letter of Agreement and Exhibit A constitute the entire Agreement between the parties.

Offered By,
Select Structural

Shawn Anderson PE, SE
President

Agreed to and Accepted by:

_____
(Signature) (Date)

_____
(Printed Name/Title)

_____
(For)

EXHIBIT 'A' (FROM VILLAGE OF ESTERO)

Estero PreK-8 Athletic Field Improvements

1. Second Athletic Field

   Design a second athletic field with approximate dimensions of 440 ft east/west and 230 ft north/south. The field will be located between the student pick up drive and the track. Design will include the following.

   a. Relocate existing drainage structures to accommodate the proposed field dimensions. Including underdrainage around the perimeter of the field to prevent saturated soil for extended periods of time.
   b. Grading of the proposed field
   c. Specifications for the proposed fill under the field to promote appropriate drainage without need for underdrains
   d. Extend existing irrigation system to provide irrigation to this field.
   e. Design irrigation system for the proposed athletic field as well as other grassed areas including the following:
      i. Between track and parking lot/tennis courts
      ii. Area outside the playing field between the track and student pick up drive.

2. Bermuda Sod

   Revised construction plans to include Bermuda Sod on the existing field locations within the track and the proposed second athletic field.

   Revise irrigation system design for field located inside the track to accommodate Bermuda sod.

3. Lighting

   Design athletic field lighting for both fields. Update construction plans to include lighting.

4. Restroom Facility

   Assist the Village in preparing a design for a restroom facility. The facility is expected to include the following.

   a. Air conditioning
   b. Janitor closet
   c. Electrical closet
   d. Water fountain
   e. Covered outdoor area

   Submit preliminary concept to Village for review. Preliminary concept will include restroom location. Incorporate comments into restroom design.

   Present restroom concept to Village Council. Incorporate comments into restroom design.

   Prepare construction plans.

5. Transformer

   New transformer and electrical service

6. Sidewalks

   Design sidewalk to connect the parking area(s) with the two fields and restroom.

   Submit preliminary layout to Village for review. Incorporate comments into the design.

   Present layout to Village Council. Incorporate comments into the design.

   Add the proposed sidewalks to the construction plans.

7. Fencing

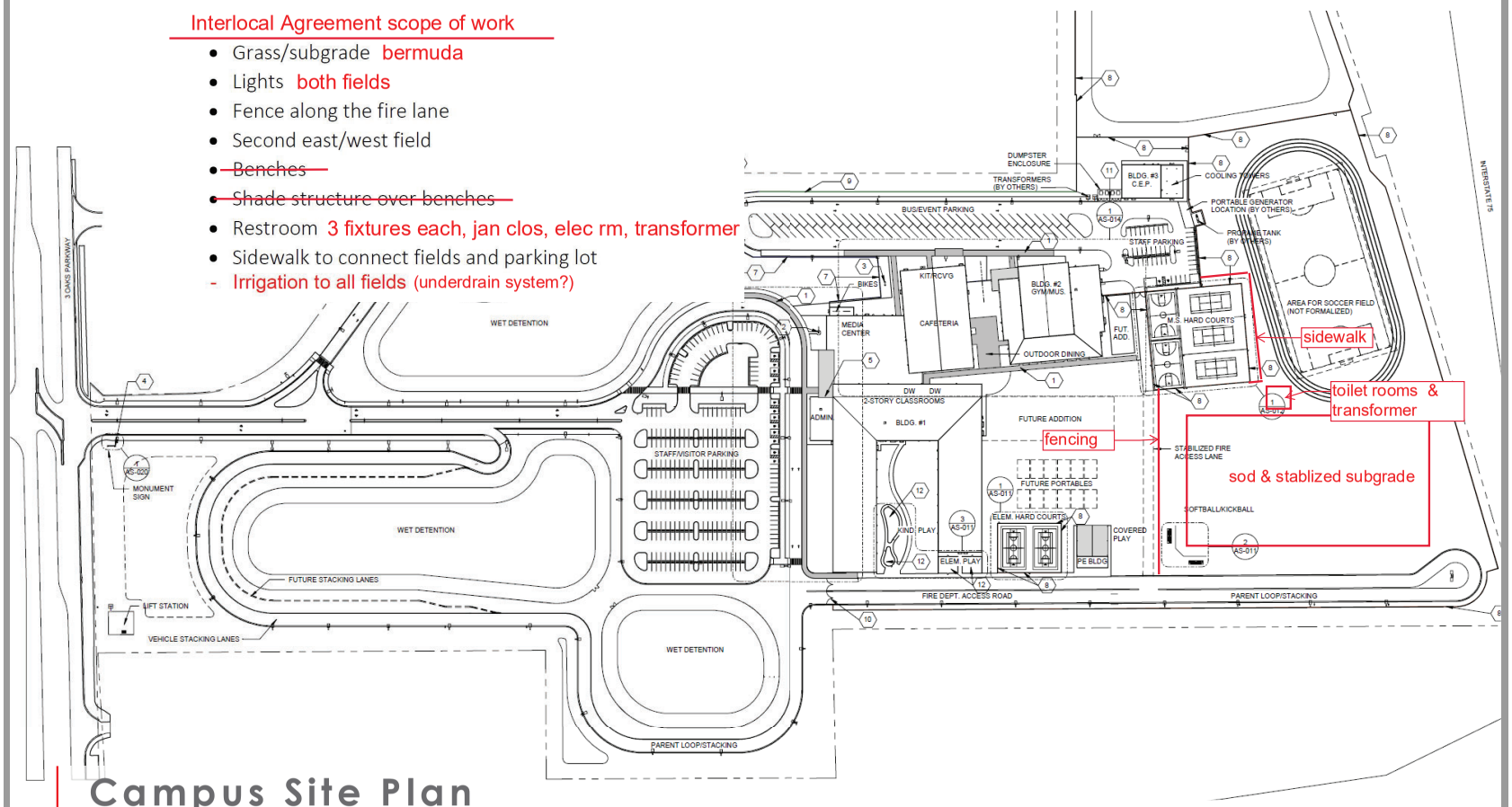
   Design additional fencing to separate the shared facilities from the secured school facilities.

   Add the proposed fencing to the construction plans.

EXHIBIT 'B'

Interlocal Agreement scope of work

- Grass/subgrade bermuda
- Lights both fields
- Fence along the fire lane
- Second east/west field
- ~~Benches~~
- ~~Shade structure over benches~~
- Restroom 3 fixtures each, jan clos, elec rm, transformer
- Sidewalk to connect fields and parking lot
- Irrigation to all fields (underdrain system?)



Campus Site Plan

EXHIBIT B

PRICING PROPOSAL

Total for contract Not to Exceed: $98,000

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.:_____

Project Name: Athletic Facilities at the new SDLC Pre-K School

Please check as appropriate:

_____ I am the sole proprietor/owner. The company is not publicly held.

__X__ The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

_____ The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: Ward J Friszolowski
Vendor

Printed Name Ward Friszolowski

Company Name: Harvard Jolly, Inc

Date: 9/15/21

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Ward Friszolowski, President

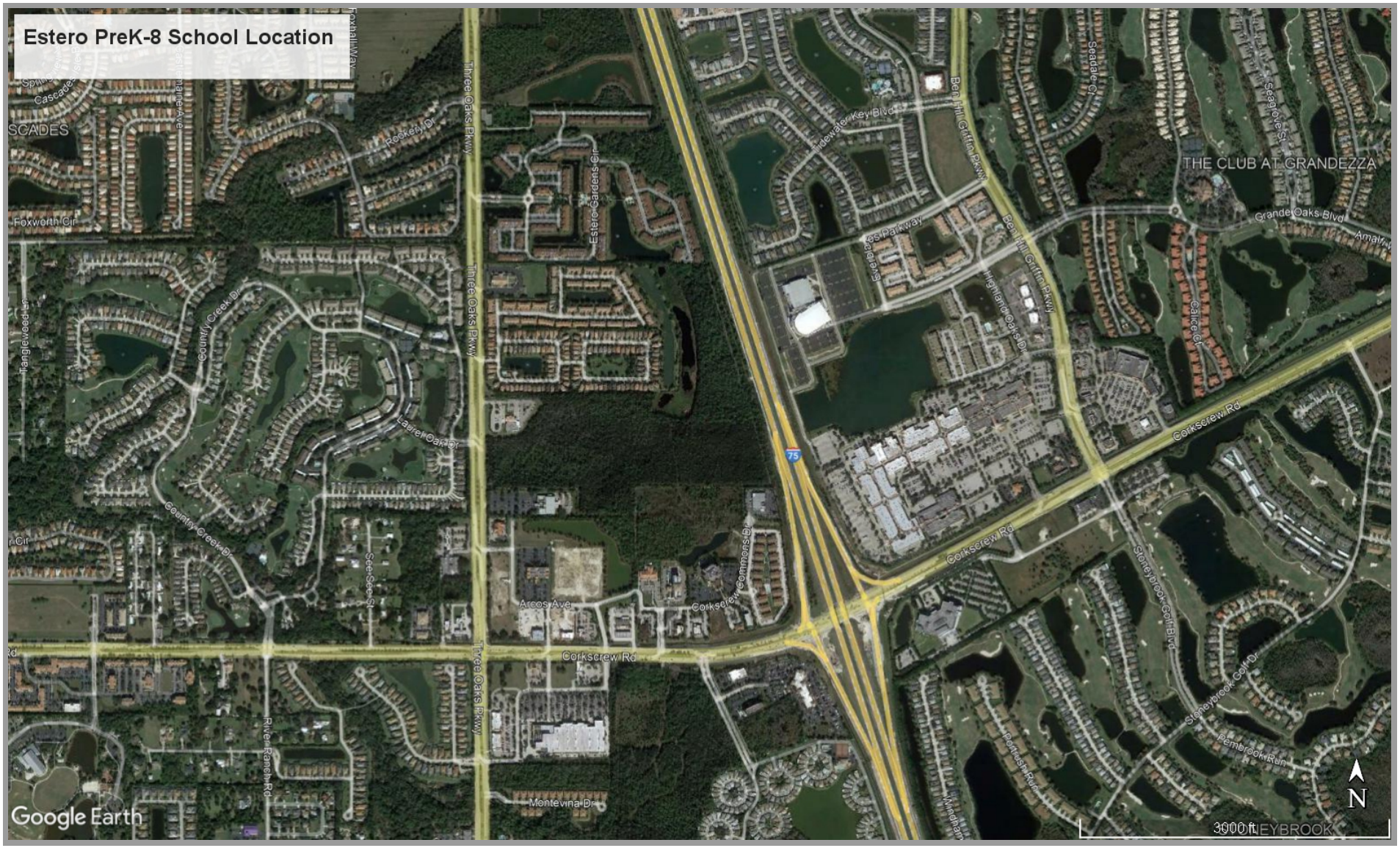
Steve Johnson, Executive Vice President

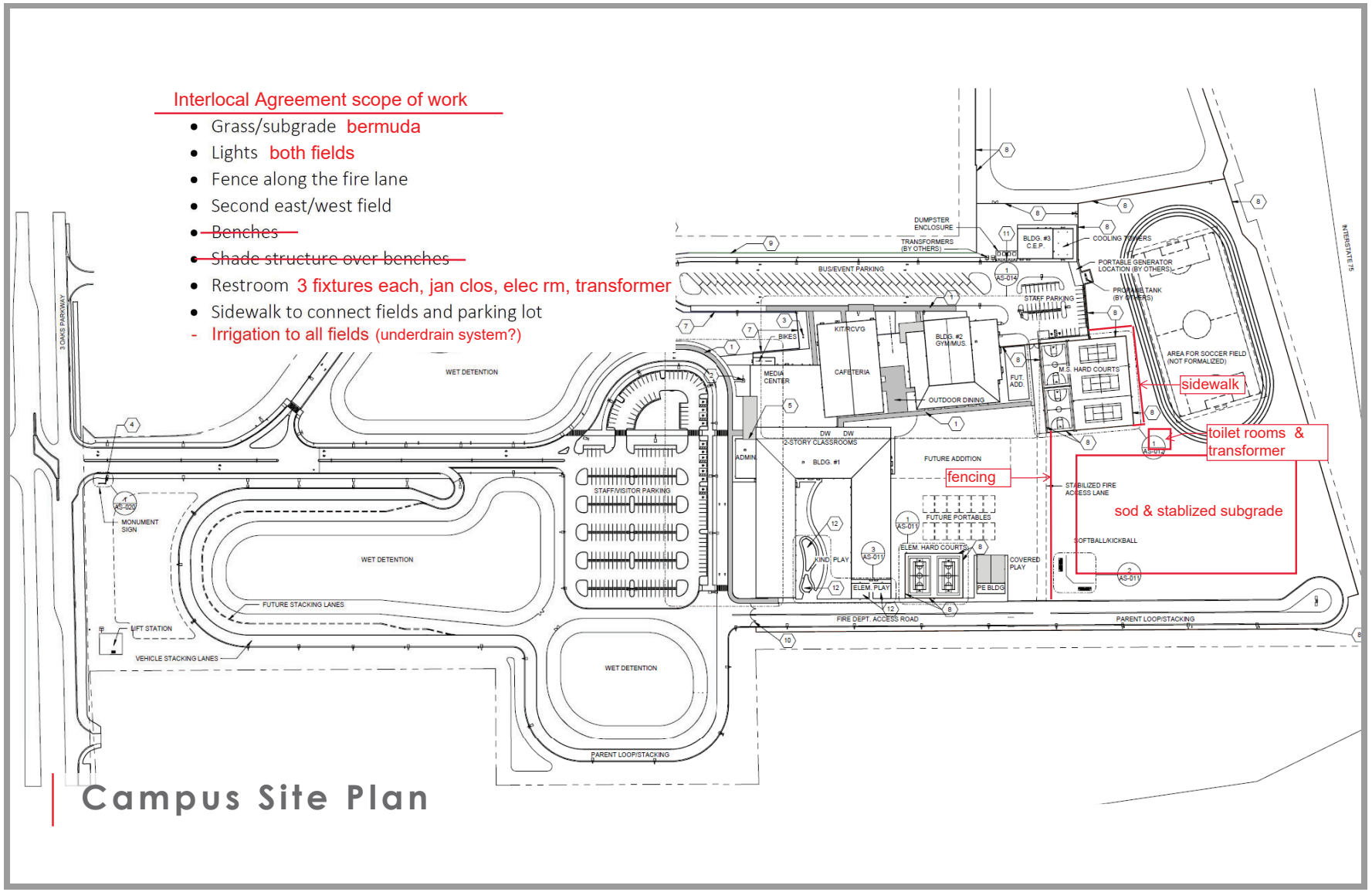
Rene Tercilla, Executive Vice President

Jack Williams, Sr. Vice President

Philip Trezza, Sr. Vice President

Office Address: 1639 Hendry Street, Fort Myers, FL 33901


Estero PreK-8 School Location
THE CLUB AT GRANDEZZA
Three Oaks Pkwy
Corkscrew Rd
Grande Oaks Blvd
Ben Hill Griffin Pkwy
Tidewater Key Blvd
Foxworth Cir
Country Creek Dr
Laurel Oak Dr
Estero Gardens Cir
Arcos Ave
Montevina Dr
Stoneybrook Golf Blvd
Pembrook Run
Portrush Run
Seagrove St
Seadale Ct
Calice Ct
Foxhall Way
Rockery Dr
Tanglewood Ln
See See St
River Ranch Rd
Corkscrew Commons Dr
Highland Oaks Dr
75
Google Earth
3000 ft
N


Interlocal Agreement scope of work
Grass/subgrade bermuda
Lights both fields
Fence along the fire lane
Second east/west field
~~Benches~~
~~Shade structure over benches~~
Restroom 3 fixtures each, jan clos, elec rm, transformer
Sidewalk to connect fields and parking lot
- Irrigation to all fields (underdrain system?)
sidewalk
toilet rooms & transformer
fencing
sod & stablized subgrade
Campus Site Plan

Agenda Item Details

Meeting	Sep 10, 2019 - Regular School Board Meeting 6:00 PM (Minutes are in the Library under the "General" tab)
Category	K. Unfinished Business/Tabled Items
Subject	2. Copy of I.10. - Approval of Ranking RFQ No. CQ19-0024TA - Architectural Services for "K" Elementary and "NN" Middle Schools (South Zone)
Type	Action
Fiscal Impact	No
Budgeted	No
Budget Source	There is no cost to the District for this action. Board approval of the ranking authorizes the District to enter into the negotiation process.
Recommended Action	Approval of ranking RFQ No. CQ19-0024TA - Architectural Services for "K" Elementary and "NN" Middle Schools (South Zone) as follows: 1. Harvard Jolly, Inc. 2. BSSW Architects, Inc. 3. Parker Mudgett Smith Architects, Inc. 4.RG Architects, PA Approval authorizes the District to enter the negotiation process and authorizes the Superintendent to execute all related documents. In the event negotiations with the top ranked firm are not successful, approval is recommended to proceed with negotiation and execution of a contract according to the order of the ranking.

Goals

Request for Qualifications No. CQ19-0024TA is for Architectural Services for "K" Elementary and "NN" Middle Schools (South Zone). The RFQ Selection Committee met publicly on August 14, 2019, to evaluate and score qualifications of six responses received, and on August 21, 2019, to score and rank presentations of the firms submitting the four top ranked responses. The final ranking of the firms is recommended as follows:

1. Harvard Jolly, Inc.
2. BSSW Architects, Inc.
3. Parker Mudgett Smith Architects, Inc.
4. RG Architects, PA

There is 1 PDF attachment.

CQ19-0024TA - Scoring Docs.pdf (117 KB)

Motion & Voting

Approval of ranking RFQ No. CQ19-0024TA - Architectural Services for "K" Elementary and "NN" Middle Schools (South Zone) as follows:
1. Harvard Jolly, Inc.
2. BSSW Architects, Inc.
3. Parker Mudgett Smith Architects, Inc.

4.RG Architects, PA
Approval authorizes the District to enter the negotiation process and authorizes the Superintendent to execute all related documents. In the event negotiations with the top ranked firm are not successful, approval is recommended to proceed with negotiation and execution of a contract according to the order of the ranking.

Motion by Gwynetta Gittens, second by Mary Fischer.
Final Resolution: Motion Carried
Yea: Cathleen Morgan, Chris Patricca, Melisa Giovannelli, Mary Fischer, Debbie Jordan, Gwynetta Gittens, Elizabeth Vaughn

Selection Committee

Scoring of WRITTEN RESPONSES

RFQ No. CQ19-0024TA
Architectural Services
"K" Elementary and "NN" Middle School (South Zone)

August 14, 2019

	TOTAL Average Weighted Score	RANKING
ADG Architectural, LLC	45.86	5
BSSW Architects, Inc.	51.09	2
David Corban Architect, PLLC	35.80	6
Harvard Jolly, Inc.	52.72	1
Parker Mudgett Smith Architects, Inc.	49.05	4
RG Architects, PA	50.82	3

32 Vendor(s) were notified
6 Vendor(s) submitted a response
26 Vendor(s) did not respond

Gracey Adams

APPROVED BY: _____ DATE: August 14, 2019

Selection Committee **Scoring of PRESENTATIONS** RFQ No. CQ19-0024TA Architectural Services "K" Elementary and "NN" Middle Schools (South Zone) August 21, 2019	TOTAL Average Weighted Score	RANKING
BSSW Architects, Inc.	58.70	2
Harvard Jolly, Inc.	58.75	1
Parker Mudgett Smith Architects, Inc.	58.55	3
RG Architects, PA	57.25	4

32 Vendor(s) were notified
6 Vendor(s) submitted a response
26 Vendor(s) did not respond

Tracey Adams

APPROVED BY: _____ DATE: August 21, 2019

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Village of Estero Water Monitoring Contract

Description:

The Village's Stormwater Master Plan includes recommendations to obtain additional water monitoring data to better understand water levels and water quality around Estero and improve the accuracy of stormwater models.

On April 7, 2021, The Village Council approved the first monitoring contract which extends through September 2021. To continue water monitoring a new contract is required for Fiscal Year 2021-2021.

The attached contract with Johnson Engineering, Inc. will continue the monitoring which includes; five water quality monitoring sites, four flow measurement sites, downloading data from seven surface water monitoring wells, download data for two United States Geological Survey sites, and preparation of an annual monitoring report.

Action Requested:

Approve award of Supplemental Task Authorization 09 to Contract EC 2020-32 to Johnson Engineering to provide water monitoring services for The Village of Estero for $83,780.

Approve a 10% contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Financial Impact:

The project's financial impact is $92,200 ($83,780 plus 10% contingency). This will be funded by the $130,000 included in the Village's Fiscal Year 2021-2022 Annual Budget for water level & water quality monitoring.

Attachments:

1. Location Map
2. Contract
3. Ownership Disclosure

Legend
Estero Sample Sites
Lee Co Rivers & Streams
Estero Limits
SCALE IN FEET
Mullock Creek
Estero River
Estero Bay
Halfway Creek
47A-16GR
CORKSCREW RD
47A-30GR
47B-3GR
47A-32GR
Shadow Wood
47B-31GR
Copperleaf
COCONUT RD
Town Center
Notes:
1. Estero City Limits were acquired from the Lee County GIS data Library.
2. Aeral shown is from Lee County dated 2020.
O:\2020\20203178-002\ArcGIS\Estero Aerial WQ Sample Sites-Sept2020 11x17.mxd
JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642
WATER QUALITY MONITORING
VILLAGE OF ESTERO
REVISIONS
NO
DESCRIPTION
DATE
DATE: September 2020
PROJECT NO. 20203178-002
FILE NO. 00-00-00
SCALE: As Shown
WATER QUALITY MONITORING LOCATION MAP
SHEET NUMBER
1

Legend
Estero Flow Sites
Lee Co Rivers & Streams
Estero Limits
0 2000 4000
SCALE IN FEET
N
Mullock Creek
FIRM Jgwy
41
75
ERNB@I75
Estero River
Estero Bay
CORKSCREW RD
Halfway Creek
ERSB@CW
Shadow Wood
HC@US41
HC@WR
Copperleaf
Town Center
COCONUT RD
Seaboard Coastline Rk
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The Village of ESTERO
FLOW MONITORING
VILLAGE OF ESTERO
REVISIONS
NO. DESCRIPTION DATE
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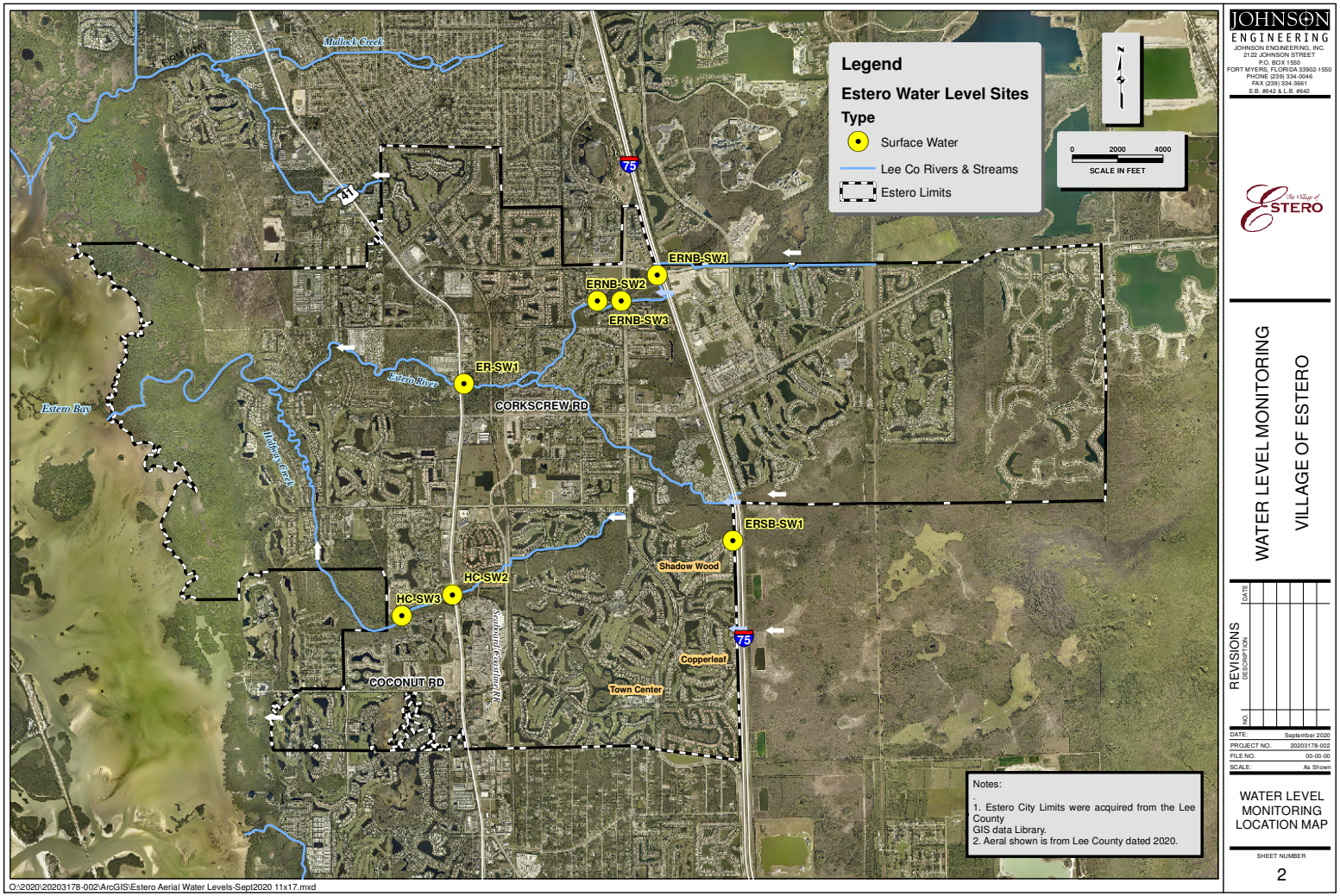
PROJECT NO. 20203178-002
FILE NO. 00-00-00
SCALE: As Shown
FLOW MONITORING LOCATION MAP
SHEET NUMBER
3


Legend
Estero Water Level Sites
Type
Surface Water
Lee Co Rivers & Streams
Estero Limits
0 2000 4000
SCALE IN FEET
N
Mullock Creek
Estero River
Estero Bay
Halfway Creek
Spring Run
ERNB-SW1
ERNB-SW2
ERNB-SW3
ER-SW1
ERSB-SW1
HC-SW2
HC-SW3
CORKSCREW RD
COCONUT RD
Shadow Wood
Copperleaf
Town Center
Southbridge Boulevard
41
75
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The Village of ESTERO
WATER LEVEL MONITORING
VILLAGE OF ESTERO
REVISIONS
NO
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FILE NO. 00-00-00
SCALE: As Shown
WATER LEVEL MONITORING LOCATION MAP
SHEET NUMBER
2

Misc. Professional Services

EC 2020-32

STA No. 09

Project Name: Estero Water Monitoring

Consultant: Johnson Engineering, Inc.

Village of Estero Contract No.: EC2020-32

Village of Estero Account Number: 5373105

Brief Description: Johnson Engineering will assist the Village in monitoring water quality, water levels, and water flows throughout Estero.

Total Fees: $83,780

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services for the Fees identified in Exhibit B – Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-32.

Consultant: Johnson Engineering Inc.

By: _____

Name: _____

Title: _____

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

Title: Village Manager

Date: _____

Attachments:
Exhibit A/B – Scope of Services & Fees

EXHIBIT A

CN 2020-01 MISCELLANEOUS PROFESSIONAL

SERVICES STATEMENT OF WORK

FOR: STA-09 – WATER QUALITY MONITORING ASSISTANCE 2021-2022

A. PROJECT OVERVIEW

Johnson Engineering, Inc. ("CONSULTANT") shall provide water monitoring assistance to The Village of Estero (Village). The Village desires to implement a water resource monitoring program. The program will improve the Village's understanding of its water resources. The data can be used to help guide future actions/programs by the Village. The water quality parameters follow those measured by Lee County to allow direct comparisons.

B. SCOPE OF SERVICES

TASK 1: Monthly Water Quality and Flow Monitoring
CONSULTANT will conduct monthly surface water sampling at five (5) water quality monitoring locations shown on the attached Water Quality Monitoring Location Map from October 1, 2021, through September 30, 2022. The sampling will be conducted as near to the day Lee County will be sampling nearby locations. Sampling will be conducted at each location where water is at least a foot deep. One (1) field blank sample will also be collected each quarter. CONSULTANT will record field measurements of temperature, pH, specific conductance, dissolved oxygen, and turbidity at each location. CONSULTANT will collect the samples in accordance with proper Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOP). CONSULTANT will prepare a Chain-Of-Custody (COC) for the samples and deliver them to a state certified laboratory following proper COC procedures in adherence to established hold times. The samples will be laboratory analyzed for bacteria, nutrients, metals, and other parameters. Velocity measurements will be recorded at each sample location where applicable. In addition, CONSULTANT will record surface water velocity, water depth, and channel area as needed to calculate flow at four (4) sites labeled on the attached Flow Monitoring Location Map. Velocity and depth at the HC@WR site will be recorded hourly by a Doppler flowmeter installed in a culvert below the bridge, which will be downloaded as part of this task.

TASK 2: Quarterly Surface Water Level Downloading
Each quarter, the CONSULTANT will download the seven (7) surface water monitor wells shown on the attached Water Level Monitoring Location map. CONSULTANT will also download the BaroTroll as part of this task. Flow data from two (2) United States Geological Society (USGS) sites shown on the Flow Monitoring Location Map will be downloaded from USGS. Water level, flow, and water quality data from Lee County sites in Village will be downloaded from Lee County. CONSULTANT will manage and prepare charts of the data in Excel quarterly.

TASK 3: Annual Water Monitoring Report
CONSULTANT will prepare a short monitoring report covering data collected from October 2021 through September 2022. The report will summarize the data collected using tables and charts. It will also provide a comparison of the Village water quality data to the nearby Lee County water quality data. The report will be provided on or before December 1, 2022.

C. SCHEDULE

Upon notice to proceed by Village, monitoring will be for the period beginning October 1, 2021 through September 30, 2022.

D. COMPENSATION

The fees for Task 1 through 3 will be Lump Sum and the Subconsultant will be billed on a Time & Materials basis. Total not to exceed $77,980.00 and based upon the Consultant's Hourly Rate Sheet incorporated into Exhibit B attached hereto.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Monthly Water Quality and Flow Monitoring (October 2021 through Sept 2022)*	$35,460.00	LS
2	Quarterly Surface Water Level Download (4 quarters)**	$ 8,620.00	LS
3	Annual Report (1 year)	$ 5,420.00	LS
	TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:	**$49,500.00**	**LS**

* to be billed at $2,955 per month
** to be billed at $2155 per quarter

For services of CONSULTANT's Sub-Consultants engaged to perform or furnish services, the OWNER shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
SUB	Cost for lab analysis of the samples is estimated at $563 per sample x (5 samples for 12 monthly events Including quarterly field blanks)***	$33,780.00	T&M
	TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:	**$33,780.00**	T&M

*** Estimated at $2,815.00 per month

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS:	**$83,280.00**	**LS; T&M**

JOHNSON ENGINEERING

SINCE 1946

PROFESSIONAL SERVICES HOURLY RATE SCHEDULE
July 13, 2021

Professional	
9	$250
8	$230
7	$210
6	$190
5	$165
4	$150
3	$140
2	$120
1	$110
Technician	
6	$155
5	$130
4	$110
3	$95
2	$75
1	$65
Administrative	
3	$90
2	$80
1	$65
Field Crew	
4-Person	$220
3-Person	$190
2-Person	$150
Field Equipment	
Field Equipment on Separate Schedule	
Expert Witness	$300
Reimbursable Expenses and Sub-Consultants	Cost + 10%

Construction Engineering and Inspection (CEI Services)	
CEI Services Manager	$175
CEI Senior Project Administrator	$155
CEI Project Administrator	$140
Contract Support Specialist	$120
Senior Inspector	$110
CEI Inspector III	$100
CEI Inspector II	$90
CEI Inspector I	$80
Compliance Specialist	$90
CEI Inspector's Aide	$65

Corporate Headquarters: 2122 Johnson Street, Fort Myers, Florida 33901
Mailing Address: PO Box 1550, Fort Myers, Florida 33902-1550
Phone: (239) 334-0046
www.johnsonengineering.com

Legend
Estero Sample Sites
Lee Co Rivers & Streams
Estero Limits
0 2000 4000
SCALE IN FEET
Mullock Creek
Estero River
Estero Bay
Halfway Creek
Seaboard Coastline Rk
47A-16GR
CORKSCREW RD
47A-30GR
47B-3GR
47A-32GR
Shadow Wood
47B-31GR
Copperleaf
Town Center
COCONUT RD
75
41
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WATER QUALITY MONITORING
VILLAGE OF ESTERO
REVISIONS
NO. DESCRIPTION DATE
DATE: September 2020
PROJECT NO. 20203178-002
FILE NO. 00-00-00
SCALE: As Shown
WATER QUALITY MONITORING LOCATION MAP
SHEET NUMBER
1
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Mullock Creek
Estero River
Estero Bay
Halfway Creek
Spring Creek
CORKSCREW RD
COCONUT RD
Shadow Wood
Copperleaf
Town Center
ERNB@I75
ERSB@CW
HC@US41
HC@WR
75
41
Legend
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DESCRIPTION
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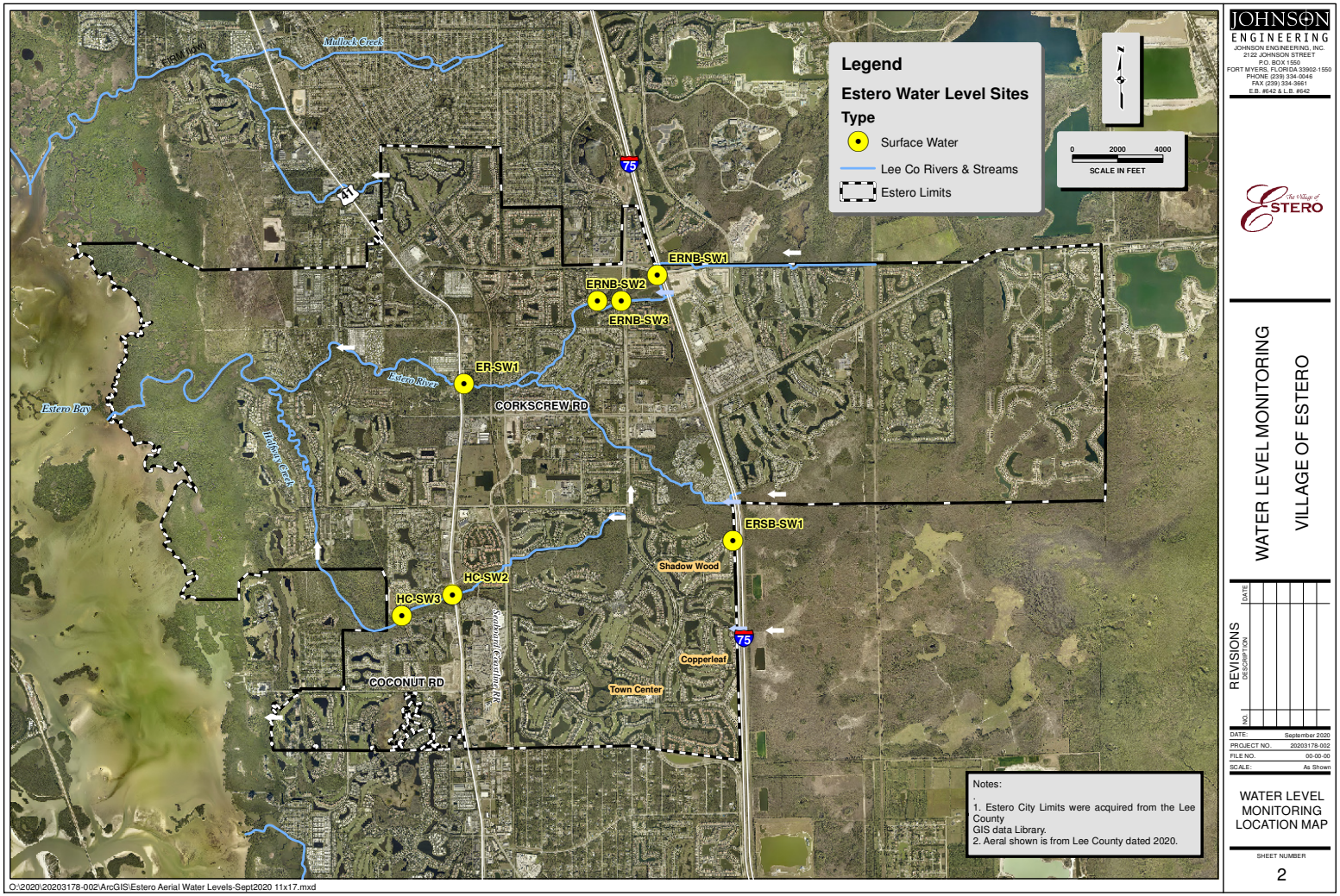
FILE NO. 00-00-00
SCALE: As Shown
FLOW MONITORING LOCATION MAP
SHEET NUMBER
3


Legend
Estero Water Level Sites
Type
Surface Water
Lee Co Rivers & Streams
Estero Limits
SCALE IN FEET
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Estero River
Estero Bay
Halfway Creek
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ERNB-SW2
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ERSB-SW1
HC-SW2
HC-SW3
CORKSCREW RD
COCONUT RD
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WATER LEVEL MONITORING
VILLAGE OF ESTERO
REVISIONS
NO
DESCRIPTION
DATE
DATE: September 2020
PROJECT NO. 20203178-002
FILE NO. 00-00-00
SCALE: As Shown
WATER LEVEL MONITORING LOCATION MAP
SHEET NUMBER
2

CN No.: CN 2020-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2020-01

Project Name: Village of Estero Miscellaneous Professional Services

Please check as appropriate:

_____ I am the sole proprietor/owner. The company is not publicly held.

__X__ The company is not publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

_____ The company is publicly held.
The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: _____
Vendor

Printed Name: Michael Dickey, PE

Company Name: Johnson Engineering, Inc.

Date: May 28, 2020

CN No.: CN 2020-01

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is **NOT** acceptable.

Andrew D. Tilton	14.9%	2122 Johnson Street, Fort Myers, FL 33901
Kevin M. Winter	14.7%	2122 Johnson Street, Fort Myers, FL 33901
Lonnie V. Howard	13.6%	2122 Johnson Street, Fort Myers, FL 33901
Michael S. Dickey	8.5%	2122 Johnson Street, Fort Myers, FL 33901
Ryan K. Bell	7.3%	2122 Johnson Street, Fort Myers, FL 33901
Dana L. Hume	7.3%	2122 Johnson Street, Fort Myers, FL 33901
Matthew M. Howard	5.9%	2122 Johnson Street, Fort Myers, FL 33901
Michael L. Lohr	3.2%	2122 Johnson Street, Fort Myers, FL 33901
Paul D. Persons	2.7%	2122 Johnson Street, Fort Myers, FL 33901
Kimberly K. Arnold	2.4%	2122 Johnson Street, Fort Myers, FL 33901
Christopher D. Beers	2.4%	2122 Johnson Street, Fort Myers, FL 33901
Laura B. Herrero	2.4%	2122 Johnson Street, Fort Myers, FL 33901
James V. Lofton	2.4%	2122 Johnson Street, Fort Myers, FL 33901
Debra L. Pendlebury	2.4%	2122 Johnson Street, Fort Myers, FL 33901
David B. Trouteaud	2.4%	2122 Johnson Street, Fort Myers, FL 33901
John O. Curtis	1.8%	2122 Johnson Street, Fort Myers, FL 33901
Laura S. DeJohn	1.8%	2122 Johnson Street, Fort Myers, FL 33901
Joshua J. Hildebrand	1.8%	2122 Johnson Street, Fort Myers, FL 33901
Erik L. Howard	1.8%	2122 Johnson Street, Fort Myers, FL 33901

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item:

Via Coconut Rezoning First Reading

First Reading of Ordinance 2021-10 to consider a rezoning from Agriculture (AG) to Estero Planned Development (EPD) for a 19.5-acre site located south of Corkscrew Road on the West side of Via Coconut Point, across from Genova.

Description:

The applicant is requesting rezoning for a mixed use development in the Village Center Future Land Use category of the Comprehensive Plan which proposes 330 apartments, 29,600 square feet of commercial use, and a 10,000-square foot church or alternative commercial use.

The Planning, Zoning and Design Board held public hearings on August 24 and September 14, 2021 and recommended approval with conditions.

The conditions are contained in the Council Ordinance.

There is a companion request for vacation of a road right-of-way easement that will be considered separately.

Action Requested:

Pass First Reading and schedule Second Reading for October 20, 2021.

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Attachment:

1. Ordinance 2021-10
2. Staff Report

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2021-10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CONSIDERING A REZONING FROM AGRICULTURE (AG) TO ESTERO PLANNED DEVELOPMENT (EPD) FOR A 19.53-ACRE PARCEL ON THE WEST SIDE OF VIA COCONUT, SOUTH OF CORKSCREW ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Stephanie Miller Trust; CP Land Investment, LLC; Wildcat Hollow, LLP; MM Estero FL, LLC; and Seymour Pond 28, LLC, represented by Stacy Hewitt, Banks Engineering, Inc. (the "Applicant"), filed for a rezoning on eight properties located on the west side of Via Coconut between Corkscrew Road and Williams Road at 21650 & 21750 Via Coconut Road, and 21331, 21350, and 21351 Happy Hollow Lane ("Property") for a project known as **Via Coconut EPD**; and

WHEREAS, the Property STRAP numbers are 34-46-25-E4-0100C.0170; 33-46-25-E2-U1971.2349; 33-46-25-E3-U1971.2299; 33-46-25-E3-U1969.2320; 33-46-25-EE2-U1963.2334; 33-46-25-E3-U1973.2285; 33-46-25-E2-U1967.2334; and 33-46-25-E2-U1967.2342, and the Properties are legally described in Exhibit A attached hereto; and

WHEREAS, the Applicant requested a rezoning from Agriculture (AG) to Estero Planned Development (EPD) (Case number DCI 2019-E003); and

WHEREAS, the Applicant is requesting a mixed-use development of 330 multi-family apartment dwelling units, 29,600 square feet of commercial use, and 10,000 square foot church or alternative commercial use; and

WHEREAS, the Applicant has requested deviations; and

WHEREAS, a public information meeting was held on January 21, 2021 at the Planning and Zoning Board; and

WHEREAS, a meeting to discuss the Pattern Book was held on January 22, 2021 at the Design Review Board, as required by the Land Development Code for Estero Planned Development zoning; and

WHEREAS, at a duly noticed public hearing held on August 24, 2021 at which time the Planning, Zoning and Design Board reviewed the request and continued the rezoning request to September 14, 2021; and

WHEREAS, at a continued public hearing held on September 14, 2021 the Planning, Zoning and Design Board recommended approval with conditions of the rezoning request; and

WHEREAS, a duly noticed first reading was held before the Village Council on September 22, 2021; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on October 20, 2021, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff, the recommendations of the Planning, Zoning, and Design Board and the comments of the public.

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

Section 1. Rezoning.

The Village Council approves with conditions the rezoning from Agriculture (AG) to Estero Planned Development (EPD) to allow for up to 330 apartment dwelling units, 29,600 square feet of commercial mixed uses, and a 10,000 square foot church or 10,000 square feet of commercial use, subject to the following conditions.

Section 2. Conditions.

1. Master Concept Plan

   Development of this project must be consistent with the Master Concept Plan (MCP) titled "Via Coconut Master Concept Plan", dated September 15, 2021.

2. Development Parameters

   This project is limited to a maximum of 330 multi-family dwelling units, 29,600 square feet of commercial use, and a 10,000 square foot church or 10,000 additional square feet of commercial or office use. Uses must be consistent with the Schedule of Uses below.

3. Maximum Building Height

   59 feet (four stories) for Residential Buildings A, B, and E
   55 feet (three stories) for Buildings C and D
   35 feet for Buildings C-1 and C-2

38 feet for Building F
Maximum height includes architectural features

4. Uses and Site Development Regulations

The following uses and limits apply to the project:

a. Schedule of Uses

Accessory uses per Land Development Code
Animal Clinic (no outdoor dog runs)
Banks & Financial institutions
Bar (will require a public hearing at Planning, Zoning and Design Board (PZDB) for Development Order)
Broadcast Studio, Commercial Radio &
Television Cinemas and theaters
Cleaning & Maintenance Services
Clubs, lodges, or community-oriented associations
Community Gardens
Consumption on Premises (in conjunction with restaurants with outdoor COP must be in compliance with Conditions 22 and 23. Any other outdoor COP will require a public hearing at the PZDB for Development Order) Also see Condition 23.
Contractors and Builders Group I
Convenience Food and Beverage Store without gas service
Counseling, nonresidential
Cultural Facility, noncommercial
Day Care Center
Drugstore
Dwelling
Live-Work (located in Main Street area)
Multiple-Family
Single-Family (existing only)
Grocery store or food market
Hardware Store
Household and Office Furnishings
Insurance Companies
Dryclean & Laundry Services
Library
Medical or dental lab
Models: Model Unit
Nature Center
Newspaper/periodical publishing establishment
Non-store Retailers

Office, General Business
Office, Medical
Outpatient Care Facilities
Parcel & Express Services
Package Store
Park, Village, County, or State
Personal Services Group I
Pet Services
Photofinishing Laboratory
Place of Worship
Post Office
Printing & Publishing (books, printing, cards, etc.)
Recreation Facilities, Indoor
Rental or Leasing Establishment
Repair Shop, Household
Research & Development Laboratories
Restaurant, Convenience
Restaurant, Fast casual or Fast food (no drive through)
Restaurant, Standard
Retail Sales Group I
Signs in compliance with LDC Chapter 6
Storage: Indoor Only (accessory)
Studios (artists, interior decorators, modeling, photographers, painters, potters, recording, sculptors, etc.)
Used Merchandise Stores
Utility, Minor
Vocational or Trade School

b. Property Development Regulations

Minimum Lot Area:	7,500 square feet
Minimum Lot Width:	100 feet
Minimum Lot Depth:	75 feet
Minimum Building Separation:	15 feet (only in locations as shown on Master Concept Plan)
Maximum Lot Coverage:	50%
Maximum Height:	4 stories/59 feet to top of architectural features (46'4" to midpoint between eave and ridge)

Minimum Building Setbacks:	
Street, Principal & Accessory:	
Via Coconut Point:	1-2-story: 20 feet minimum
	3-story: 30 feet minimum
	4-story: 65 feet minimum
Main Street Connector:	5 feet minimum, 38 feet maximum
Happy Hollow Lane:	20 feet minimum
Side:	15 feet Principal & Accessory (none internal to the PD)
Rear:	15 feet Principal/5 feet Accessory (none internal to the PD)
Waterbody:	0 feet Principal & Accessory
Minimum Open Space:	35%

5. Connectivity

Pedestrian and road connections to the railroad right-of-way and Happy Hollow Lane will be provided at time of local development order. Need for a crosswalk will be determined at time of development order. At time of development order, the applicant will also evaluate Happy Hollow Lane to determine if a turnaround or cul-de-sac is needed.

6. Radio Enhancement

The owner or owner's representative shall conduct an assessment model at the time of development order to determine if the minimum radio signal's strength for the fire department communication is in compliance with NFPA1:11.10, NFPA 1221:11.3.9, standards for inbound and outbound signal strength and quality. If minimum signal strength is not available, the applicant shall install radio enhancement in the building.

7. No Blasting or Pile Driving

No development blasting or pile driving is permitted as part of this project.

8. Utilities

The project will be developed with underground utilities, including electric. The project must be connected to centralized potable water service and centralized sewer service at time of development order.

9. Pattern Book

The project must be consistent with the Pattern Book entitled "Via Coconut Pattern Book" dated September 15, 2021. The Pattern Book is not conceptual. Photographic images may be illustrative, but development must be in substantial compliance with the Pattern Book, including a consistent architectural, landscape and signage theme for all commercial and residential development.

Specific details such as: parking lot screening from Via Coconut between Buildings E and F, trellis/knee wall, buffer or similar items; additional urban streetscape, pedestrian activity areas along Main Street; addition of bike rack at fishing pier with potential "no parking" paint or signage on Via Coconut Point; and ensure the variation of contrasting building colors to differentiate buildings, will be evaluated as part of Development Order Approval.

At a minimum, the Development Order plan must demonstrate the following:

- White paint limited to trim and cornices;
- Dark bronze paint for all metallic features and fascias of roofline; and
- No less than three (3) different shades of taupe paint color on each facade, including: Pavilion Beige, Natural Linen, Loggia, Tavern Taupe, or White Flour; and
- In no case shall either White Flour or Natural Linen (together) be more than 20% of each façade; and
- In no case shall Pavilion Beige or Tavern Taupe be less than 20% of each façade.

10. Median Landscaping

The applicant has offered to install and maintain median landscaping on Via Coconut from the proposed new entrance to Estero Community Park to Williams Road. Applicant will work with the Village Public Works staff to develop an acceptable palette. Time of installation will be determined by the Village.

11. Buffers

As part of local development order approval for the project, the development order plans must demonstrate buffering consistent with the Master Concept Plan and the Pattern Book which show enhanced buffers and landscaping, as well as compliance with the Land Development Code. As part of local development order approval, all required buffer plantings must be 100% native vegetation.

The buffer along the west property line will consist of an enhanced "A" buffer, 10 feet wide, with 4 trees per 100 linear feet and a single hedge row 36" tall at time of planting.

12. Public Gathering Areas and Public Park

    a. The applicant shall provide details regarding the improvements associated with the Public Gathering Areas at the time of the first development order.

    b. The 1-acre± park will be constructed and donated to the Village as part of the first development order, subject to review and approval of the Village attorney.

13. Concurrency

    Approval of this rezoning does not constitute a finding that the proposed project meets the regulatory concurrency requirements set forth in the Land Development Code and the Comprehensive Plan. The developer is required to demonstrate compliance with mandatory concurrency requirements prior to issuance of a local development order.

14. Project Phasing

    The project will be phased to ensure that commercial uses and public amenities are developed concurrently with residential uses to ensure the mixed use nature of the development.

    Phasing is as follows:

    A minimum of three commercial buildings (C, C1, C2 or D), park donation and one public amenity (linear park south of Main Street or linear park north of Main Street) must receive a certificate of compliance prior to issuance of a certificate of compliance for a second residential building. Fourth commercial building and remaining public amenities must receive a certificate of compliance prior to issuance of a certificate of compliance for the third residential building. A certificate of compliance for the third residential building will not be issued until 50% of the square footage of the constructed commercial buildings is occupied or has an executed lease by non-residential establishments.

15. Green Building Standards, Residential Impact Standards, and Hurricane Preparedness

The applicant will provide sufficient information at the time of development order to demonstrate compliance with Green Building Standards (LDC 5-8), Residential Impact Standards (5-13), and compliance with the Hurricane Preparedness (LDC 7-5).

16. Land Development Code (LDC)

Where the Village LDC is referenced in these conditions of approval for implementation of the condition at the time of development order, the LDC in effect at the time of the development order shall be applicable. Any subsequent amendments to the local development order shall require compliance with the Land Development Code in effect at the time.

17. Incentive Offerings

The Applicant's incentive offerings, and the time by which each offering must be completed, are incorporated into this zoning approval as part of the Master Concept Plan and Pattern Book.

18. Billboard Removal

The applicant has agreed to remove the billboard located in the northwest section of the project along Corkscrew Road. The billboard must be removed prior to any transfer of property to the Village or as part of the first development order for the project, whichever occurs first.

19. Maintenance

The Applicant will maintain in good condition in perpetuity the linear park, pocket park, dog park, lake and filter marsh, and the median landscaping of Via Coconut Point Road from the proposed new entrance to Estero Community Park to Williams Road. The Via Coconut Point Road median landscaping must be constructed prior to the issuance of a Certificate of Occupancy of the first residential building unless the Public Works Director determines a different timeframe. The linear park, pocket park, and dog park must be constructed prior to occupancy of Building E as shown on the Master Concept Plan.

20. Building Construction

Buildings will be constructed of concrete block, and all buildings greater than 2 story will contain elevators.

21. Construction Traffic Management Plan

A Construction Traffic Management Plan shall be submitted with the Development Order application indicating construction hours of operation, and access, equipment and staging details. The Plan shall designate a contact person for construction issues, such as noise, dust, etc.

22. Outdoor Consumption on Premises

Outdoor seating in conjunction with consumption on premises of alcoholic beverages for restaurants is permitted in locations shown on the master concept plan and at the restaurant building C1 abutting the water feature and Via Coconut. Prior to local development order approval, any outdoor seating areas in conjunction with consumption on premises must demonstrate compliance with the following:

a. The development order site plan must show the proposed location and square footage of the outdoor seating area in compliance with above locations.

b. Outdoor Consumption on Premises is limited to 10 a.m. to 11 p.m. Sunday through Thursday, and 10 a.m. to 12 am., Friday and Saturday.

c. The site plan must identify noise mitigation measures, including building orientation, perimeter plantings, water fountains, and/or other sound reducing materials to ensure the development will be in compliance with the County Noise Ordinance, as amended.

d. For the purposes of this condition, outdoor seating shall be defined as roofed or non-roofed areas of a restaurant which are not enclosed.

23. Outdoor Entertainment/Live Music

Outdoor entertainment or live music for restaurant, bar or similar use will require a public hearing at PZDB for development order. This approval does not prohibit the owner from obtaining a Temporary Use Permit, or a special event permit.

24. Leases

Applicant has offered, and the Village has accepted, that all rental leases for the project must require minimum 6-month leases.

25. Public Easements

Public easements must be provided for public amenities/public easement areas identified on Pattern Book page 6 including Main Street, the linear park north of Main Street, the linear park south of Main Street, the dog park, the pocket park,

and the potential public seating areas at the time of construction certification of each improvement, and subject to approval by the Village Attorney.

Section 3. Deviations

1. Former request from Land Development Code (LDC) 10-416(c)(2)c. to allow minimum 10-foot internal landscape areas. All required internal landscape areas area now proposed to meet the minimum 18-foot dimension.

   WITHDRAWN

2. A request to deviate from Land Development Code (LDC) 5-411.D.5. which states that no code required trees or shrubs may be located in any utility or drainage easement to allow code required plantings where the drainage easement for the filter marsh by Building E abutting Via Coconut Point conflicts with the buffer.

   APPROVED, limited to the filter marsh abutting Building E.

3. A request to deviate from Land Development Code (LDC) 5-408.I.6. which states hardened shoreline structures may comprise up to 20 percent of an individual lake shoreline; to allow hardened shoreline structures to comprise up to 40 percent.

   APPROVED for those portions of the lake that abut Buildings A & B and the pool area between those buildings. The equivalent littoral shelf design will be reviewed at time of development order.

4. A request to deviate from Land Development Code (LDC) 7-601.F.1. which requires 20-foot wide lake maintenance easements to allow no lake maintenance easement areas along Via Coconut Point and to allow the lake maintenance access areas as shown on the master concept plan.

   APPROVED adjacent to buildings, pool area, and parking lots as depicted on Master Concept Plan.

5. A request to deviate from Land Development Code (LDC) 7-206.G.3.A.1(b) which requires a setback for water retention of 50 feet from collector roads to allow a water retention setback of 30 feet from Via Coconut Point.

   APPROVED as shown on the Master Concept Plan, and with the non- mountable curb features.

6. A request to deviate from Land Development Code (LDC) 10-416(d)(6) which requires a wall setback 25 feet from the property line or a hedge setback 20 feet from the property line when roads, drives or parking areas are located less than 125

feet from an existing single-family residential lot; to allow an alternate Type C Buffer enhancement with the wall setback 15 feet from the property line.

WITHDRAWN

7. A request to deviate from Land Development Code (LDC) 5-201.1. non-residential parking requirement to allow 29,600 SF of commercial uses to provide 1 parking space per 450 square feet and to allow the place of worship to provide 1 parking space per 5 seats and a total of 8 amenity parking spaces.

   APPROVED for reduction in parking. If a church is not developed, parking will be evaluated per code requirement for the alternative use.

8. A request to deviate from Land Development Code (LDC) Appendix C Section B.14.A.1. and illustration Appendix D Section D.1. which requires 24-foot pavement for Category A private local streets to allow 11-foot travel lanes or 22-foot pavement on the proposed Main Street (connecting street) as shown on the MCP. Minimum right-of-way widths shall not apply.

   APPROVED limited to the "Main Street".

9. A request to deviate from Land Development Code (LDC) 3-707.H.3.A and Figure 3-707.T.3 which provides typical cross-sections of connecting streets to allow the proposed Main Street (connecting street) as shown on the MCP;

   - From 10.5-foot travel lanes to all 11-foot travel lanes;
   - Add 5-foot bike lanes;
   - From 7.5-foot parking dimension to allow 8-foot parking dimension;
   - From 14-foot sidewalk with tree wells to allow two 8 foot sidewalks 13.5-foot planting strip.

   APPROVED limited to the "Main Street". Sidewalk and landscaping may be adjusted at time of development order pursuant to condition 9.

10. A former request to deviate from Land Development Code (LDC) 34-2013(a) and 34-2015(2)d to allow back out parking along the proposed Main Street connector road.

    WITHDRAWN

Section 4. Findings and Conclusions.

Based upon an analysis of the application and the standards for approval in the Land Development Code, and the conditions of approval, the Council finds and concludes as follows:

1. The applicant has provided sufficient justification for the zoning amendment by demonstrating compliance with the Comprehensive Plan, the Land Development Code, and other applicable codes.

2. The request with the proposed conditions will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request.

3. The request is consistent with the densities, intensities and general uses set forth in the Village of Estero Comprehensive Plan.

4. The proposed uses are compatible with existing or planned uses in the surrounding area and will be served by streets with the capacity to carry traffic generated by the development.

5. Urban services are available and adequate to serve the proposed use.

6. The request will not adversely affect environmentally critical areas and natural resources.

7. The mix of uses is appropriate at the subject location.

8. The deviations recommended for approval:

    a. Enhance the planned development; and

    b. Preserve and promote the general intent of the LDC to protect the public health, safety and welfare.

9. The proposed residential density and building height is appropriate given the public benefits provided by the incentive offers, meet the goals and objectives of the comprehensive plan, and comply with the general criteria for the EPD District.

10. The proposal, as conditioned, is consistent with the general criteria of the Estero Planned Development zoning district as follows:

    a. Goals The mixed-use of the site will promote social vitality in the area and create a walkable community.

b. Reasonable Standards The applicant has used physical form and the relationship of the building with the landscaping and public space to meet the Village Center goals.

c. Accessibility Accessible public spaces are provided, and onsite interconnections and connections with adjoining properties align with the objectives of the Village Center.

d. Streets A connected street network has been designed to allow for future connections to the west and to Happy Hollow Lane.

e. Street Design The street design includes pavers to delineate the entry, and crosswalks in the commercial area will promote walkability.

f. Lots and Blocks The linear site does not allow for a standard grid lot and block layout but connectivity is proposed to the north and the west.

g. The Visual Edge A visual edge is created by the landscaping and linear park/sidewalk along Via Coconut Point.

h. Architecture The building design and colors are consistent with the Village architectural standards, and the massing of the buildings has been minimized with the use of step backs, varying roof heights and facade fenestration.

i. Quality of Buildings Concrete block construction is proposed, and elevators will be in all building over two stories.

Section 5 Exhibits.

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

Exhibit A Legal Description and Sketch

Exhibit B Master Concept Plan titled "Via Coconut" dated September 15, 2021

Exhibit C Pattern Book entitled "Via Coconut Mixed Use Development Pattern Book" dated September 15, 2021.

Section 6 Severability.

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

Section 7 **Effective Date.**

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 22nd day of September, 2021.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this 20th day of October, 2021.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Katy Errington, Mayor

Reviewed for legal sufficiency:

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

Vote:	AYE	NAY
Mayor Errington	____	____
Vice Mayor McLain	____	____
Councilmember Ribble	____	____
Councilmember Fiesel	____	____
Councilmember Boesch	____	____
Councilmember Ward	____	____
Councilmember Wilson	____	____

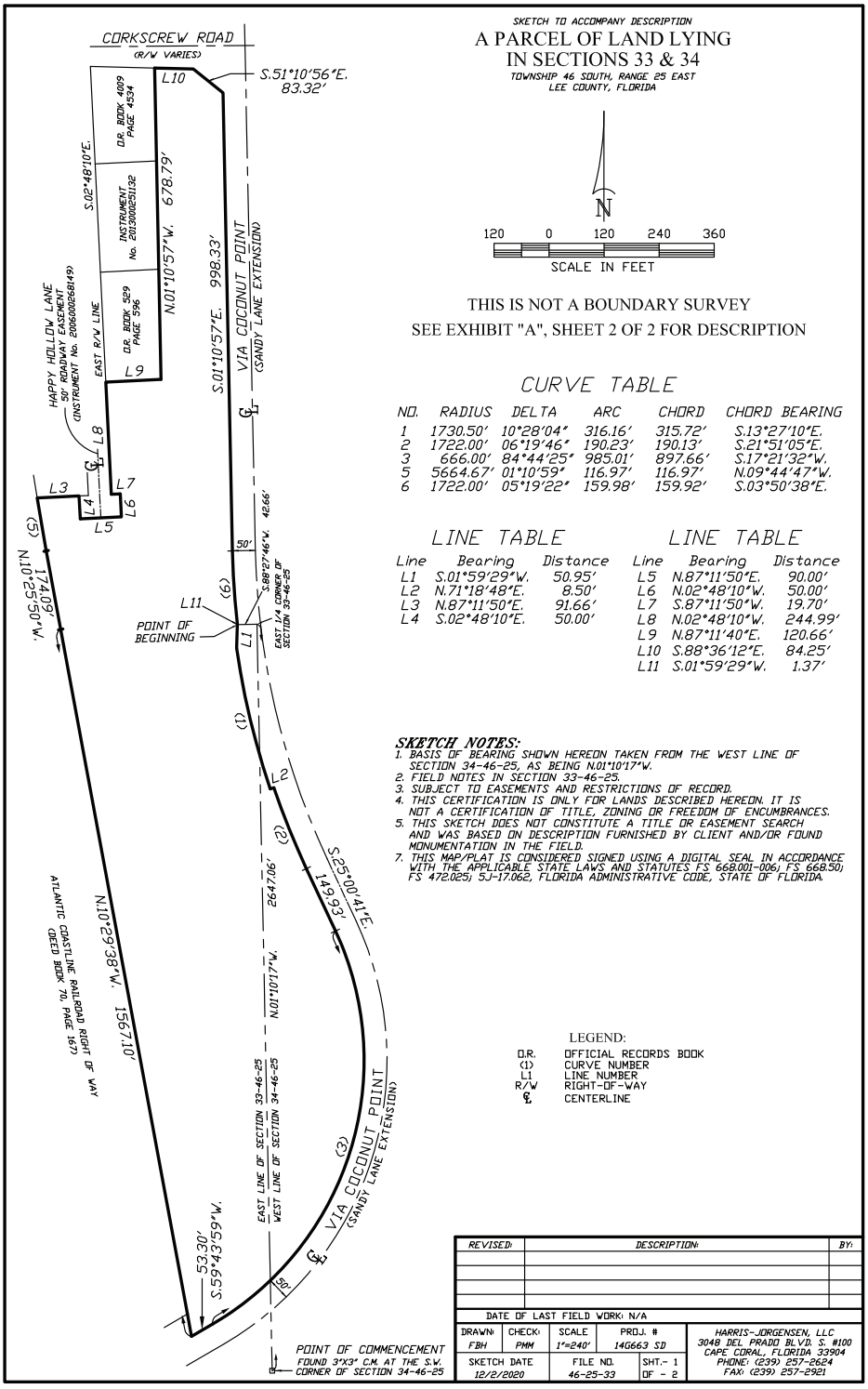

CORKSCREW ROAD
(R/W VARIES)
S.51°10'56"E.
83.32'
L10
D.R. BOOK 4009
PAGE 4534
INSTRUMENT
No. 2013000251132
D.R. BOOK 529
PAGE 596
S.02°48'10"E.
678.79'
N.01°10'57"W.
998.33'
S.01°10'57"E.
VIA COCONUT POINT
(SANDY LANE EXTENSION)
HAPPY HOLLOW LANE
50' ROADWAY EASEMENT
(INSTRUMENT No. 2006000268149)
EAST R/W LINE
L9
L8
L7
L6
L5
L4
L3
(5)
N.10°25'50"W.
174.09'
POINT OF
BEGINNING
L11
(6)
L1
50'
42.66'
S.88°27'46"W.
EAST 1/4 CORNER OF
SECTION 33-46-25
(1)
L2
(2)
S.25°00'41"E.
149.93'
2647.06'
N.01°10'17"W.
EAST LINE OF SECTION 33-46-25
WEST LINE OF SECTION 34-46-25
N.10°29'38"W.
1567.10'
ATLANTIC COASTLINE RAILROAD RIGHT OF WAY
(DEED BOOK 70, PAGE 167)
(3)
VIA COCONUT POINT
(SANDY LANE EXTENSION)
53.30'
S.59°43'59"W.
50'
POINT OF COMMENCEMENT
FOUND 3"X3" C.M. AT THE S.W.
CORNER OF SECTION 34-46-25
SKETCH TO ACCOMPANY DESCRIPTION
A PARCEL OF LAND LYING
IN SECTIONS 33 & 34
TOWNSHIP 46 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
N
120 0 120 240 360
SCALE IN FEET
THIS IS NOT A BOUNDARY SURVEY
SEE EXHIBIT "A", SHEET 2 OF 2 FOR DESCRIPTION
CURVE TABLE
NO. RADIUS DELTA ARC CHORD CHORD BEARING
1 1730.50' 10°28'04" 316.16' 315.72' S.13°27'10"E.
2 1722.00' 06°19'46" 190.23' 190.13' S.21°51'05"E.
3 666.00' 84°44'25" 985.01' 897.66' S.17°21'32"W.
5 5664.67' 01°10'59" 116.97' 116.97' N.09°44'47"W.
6 1722.00' 05°19'22" 159.98' 159.92' S.03°50'38"E.
LINE TABLE
Line Bearing Distance
L1 S.01°59'29"W. 50.95'
L2 N.71°18'48"E. 8.50'
L3 N.87°11'50"E. 91.66'
L4 S.02°48'10"E. 50.00'
LINE TABLE
Line Bearing Distance
L5 N.87°11'50"E. 90.00'
L6 N.02°48'10"W. 50.00'
L7 S.87°11'50"W. 19.70'
L8 N.02°48'10"W. 244.99'
L9 N.87°11'40"E. 120.66'
L10 S.88°36'12"E. 84.25'
L11 S.01°59'29"W. 1.37'
SKETCH NOTES:
1. BASIS OF BEARING SHOWN HEREON TAKEN FROM THE WEST LINE OF SECTION 34-46-25, AS BEING N.01°10'17"W.
2. FIELD NOTES IN SECTION 33-46-25.
3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.
4. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
5. THIS SKETCH DOES NOT CONSTITUTE A TITLE OR EASEMENT SEARCH AND WAS BASED ON DESCRIPTION FURNISHED BY CLIENT AND/OR FOUND MONUMENTATION IN THE FIELD.
7. THIS MAP/PLAT IS CONSIDERED SIGNED USING A DIGITAL SEAL IN ACCORDANCE WITH THE APPLICABLE STATE LAWS AND STATUTES FS 668.001-006; FS 668.50; FS 472.025; 5J-17.062, FLORIDA ADMINISTRATIVE CODE, STATE OF FLORIDA.
LEGEND:
O.R. OFFICIAL RECORDS BOOK
(1) CURVE NUMBER
L1 LINE NUMBER
R/W RIGHT-OF-WAY
℄ CENTERLINE
REVISED: DESCRIPTION: BY:
DATE OF LAST FIELD WORK: N/A
DRAWN: FBH CHECK: PMM SCALE: 1"=240' PROJ. #: 14G663 SD
SKETCH DATE: 12/2/2020 FILE NO. 46-25-33 SHT.- 1 OF - 2
HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S. #100
CAPE CORAL, FLORIDA 33904
PHONE: (239) 257-2624
FAX: (239) 257-2921

EXHIBIT "A"

DESCRIPTION: (PER HARRIS-JORGENSEN, LLC)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 33 AND 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34; THENCE N.01°10'17"W., ALONG THE WEST LINE OF SAID SECTION 34 AND THE EAST LINE OF SAID SECTION 33, FOR 2647.06 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 34 AND THE EAST QUARTER CORNER OF SAID SECTION 33; THENCE S.88°27'46"W., ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 33, FOR 42.66 FEET TO THE POINT OF BEGINNING AT AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF VIA COCONUT POINT (SANDY LANE EXTENSION); THENCE S.01°59'29"W., ALONG SAID RIGHT OF WAY LINE, FOR 50.95 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1730.50 FEET, DELTA ANGLE OF 10°28'04", CHORD BEARING S.13°27'10"E., CHORD DISTANCE OF 315.72 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND SAID CURVE FOR AN ARC LENGTH OF 316.16 FEET; THENCE N.71°18'48"E., ALONG SAID RIGHT OF WAY LINE, FOR 8.50 FEET, TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1722.00 FEET, DELTA ANGLE OF 6°19'46", CHORD BEARING S.21°51'05"E., CHORD DISTANCE OF 190.13 FEET, THENCE ALONG SAID RIGHT OF WAY LINE AND SAID CURVE FOR AN ARC LENGTH OF 190.23 FEET; THENCE S.25°00'41"E., ALONG SAID RIGHT OF WAY LINE, FOR 149.93 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 666.00 FEET, DELTA ANGLE OF 84°44'25", CHORD BEARING S.17°21'32"W., CHORD DISTANCE OF 897.66 FEET, THENCE ALONG SAID RIGHT OF WAY LINE AND SAID CURVE FOR AN ARC LENGTH OF 985.01 FEET TO A POINT OF TANGENCY; THENCE S.59°43'59"W. FOR 53.30 FEET TO THE EAST RIGHT OF WAY LINE OF THE ATLANTIC COASTLINE RAILROAD; THENCE N.10°29'38"W., ALONG SAID RIGHT OF WAY LINE, FOR 1567.10 FEET; THENCE N.10°25'50"W. ALONG SAID RAILROAD RIGHT OF WAY LINE FOR 174.09 FEET TO A POINT OF CURVATURE; THENCE CONTINUE NORTHERLY ALONG SAID RAILROAD RIGHT OF WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 5664.67 FEET FOR 116.97 FEET; THENCE RUN N.87°11'50"E. FOR 91.66 FEET TO A POINT ON THE WEST END OF HAPPY HOLLOW LANE (ROADWAY EASEMENT PER INSTRUMENT NUMBER 2006000268149); THENCE S.02°48'10"E. ALONG THE WESTERLY END OF SAID ROADWAY EASEMENT FOR 50.00 FEET; THENCE RUN N.87°11'50"E. ALONG THE SOUTHERLY END OF SAID ROADWAY EASEMENT FOR 90.00 FEET; THENCE N.02°48'10"W. ALONG THE EAST END OF SAID ROADWAY EASEMENT FOR 50.00 FEET; THENCE S.87°11'50"W. ALONG SAID ROADWAY EASEMENT FOR 19.70 FEET; THENCE N.02°48'10"W. ALONG THE EAST LINE OF SAID ROADWAY EASEMENT FOR 244.99 FEET; THENCE RUN N.87°11'40"E. FOR 120.66 FEET; THENCE RUN N.01°10'57"W. FOR 678.79 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CORKSCREW ROAD; THENCE S.88°36'12"E., ALONG SAID RIGHT OF WAY LINE, FOR 84.25 FEET; THENCE S.51°10'56"E., ALONG SAID RIGHT OF WAY LINE, FOR 83.32 FEET TO THE WEST RIGHT OF WAY LINE OF VIA COCONUT POINT (SANDY LANE EXTENSION); THENCE S.01°10'57"E., ALONG SAID RIGHT OF WAY LINE, FOR 998.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1722.00 FEET, DELTA ANGEL OF 5°19'22", CHORD BEARING S.03°50'38"E., CHORD DISTANCE OF 159.92 FEET; THENCE ALONG SAID RIGHT OF WAY LINE AND SAID CURVE FOR AN ARC LENGTH OF 159.98 FEET; THENCE S.01°59'29"W., ALONG SAID RIGHT OF WAY LINE, FOR 1.37 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 879667.250 SQUARE FEET, OR 20.194 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SECTION 34 AS BEARING N.01°10'17"W.

Phillip M Mould,
P.S.M. 6515
State of Florida

Digitally signed by Phillip M Mould, P.S.M. 6515 State of Florida
Date: 2020.12.02 13:19:53 -05'00'

PHILLIP M. MOULD
LS6515
DECEMBER 2, 2020

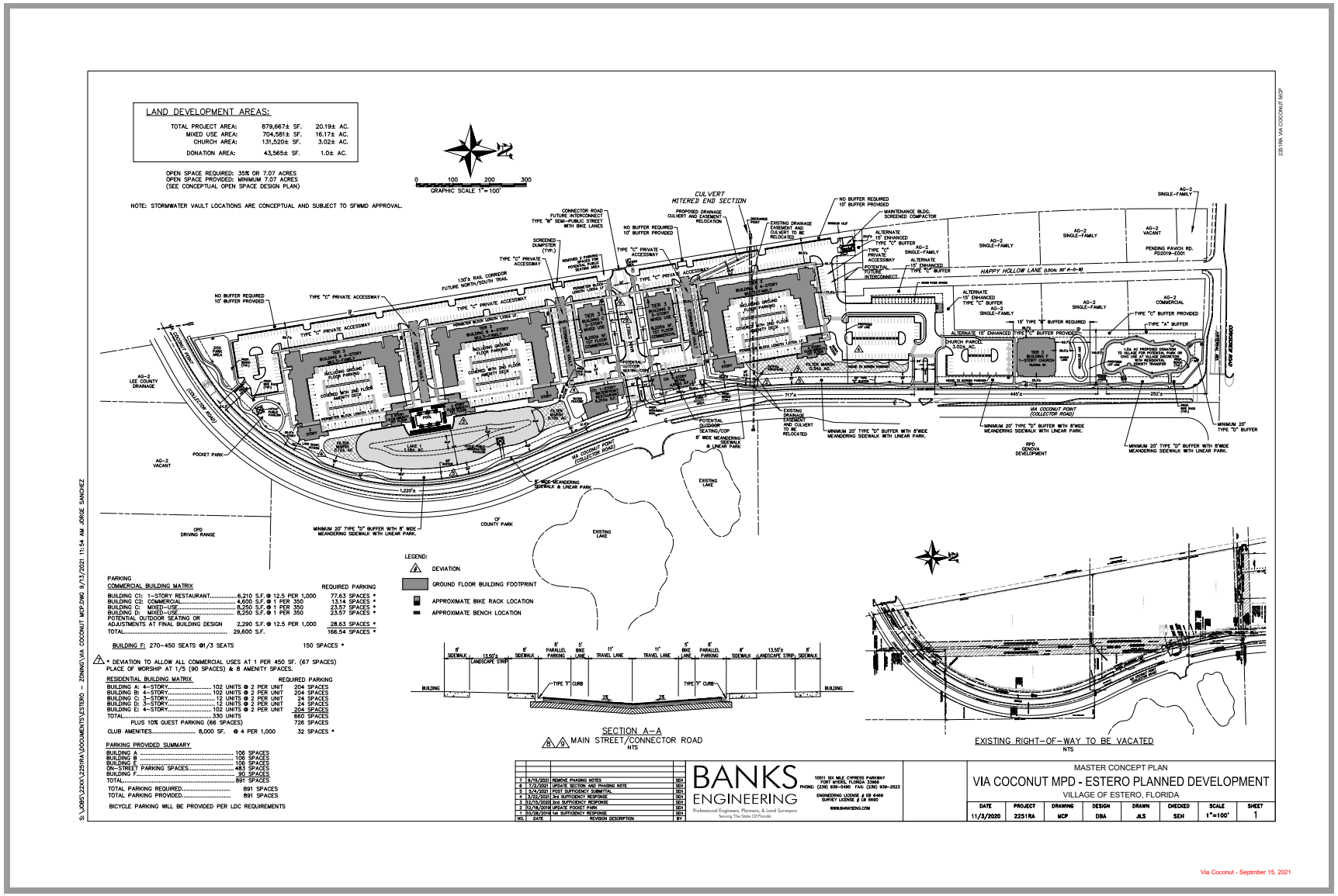
REVISED:	DESCRIPTION:	BY:

DATE OF LAST FIELD WORK: N/A

DRAWN:	CHECK:	SCALE	PROJ. #
FBH	PMM	N/A	14G663 SD

SKETCH DATE	FILE NO.	SHT.- 2
12/2/2020	46-25-33	OF - 2

HARRIS-JORGENSEN, LLC
3048 DEL PRADO BLVD. S. #100
CAPE CORAL, FLORIDA 33904
PHONE: (239) 257-2624
FAX: (239) 257-2921


LAND DEVELOPMENT AREAS:
TOTAL PROJECT AREA: 879,667± SF. 20.19± AC.
MIXED USE AREA: 704,581± SF. 16.17± AC.
CHURCH AREA: 131,520± SF. 3.02± AC.
DONATION AREA: 43,565± SF. 1.0± AC.
OPEN SPACE REQUIRED: 35% OR 7.07 ACRES
OPEN SPACE PROVIDED: MINIMUM 7.07 ACRES
(SEE CONCEPTUAL OPEN SPACE DESIGN PLAN)
NOTE: STORMWATER VAULT LOCATIONS ARE CONCEPTUAL AND SUBJECT TO SFWMD APPROVAL.
GRAPHIC SCALE 1"=100'
CULVERT MITERED END SECTION
HAPPY HOLLOW LANE (LOCAL 50' R-O-W)
VIA COCONUT POINT (COLLECTOR ROAD)
CORKSCREW ROAD
LEGEND:
DEVIATION
GROUND FLOOR BUILDING FOOTPRINT
APPROXIMATE BIKE RACK LOCATION
APPROXIMATE BENCH LOCATION
PARKING
COMMERCIAL BUILDING MATRIX
REQUIRED PARKING
BUILDING C1: 1-STORY RESTAURANT..... 6,210 S.F. @ 12.5 PER 1,000 77.63 SPACES *
BUILDING C2: COMMERCIAL..... 4,600 S.F. @ 1 PER 350 13.14 SPACES *
BUILDING C: MIXED-USE..... 8,250 S.F. @ 1 PER 350 23.57 SPACES *
BUILDING D: MIXED-USE..... 8,250 S.F. @ 1 PER 350 23.57 SPACES *
POTENTIAL OUTDOOR SEATING OR ADJUSTMENTS AT FINAL BUILDING DESIGN 2,290 S.F. @ 12.5 PER 1,000 28.63 SPACES *
TOTAL..... 29,600 S.F. 166.54 SPACES *
BUILDING F: 270-450 SEATS @1/3 SEATS 150 SPACES *
* DEVIATION TO ALLOW ALL COMMERCIAL USES AT 1 PER 450 SF. (67 SPACES) PLACE OF WORSHIP AT 1/5 (90 SPACES) & 8 AMENITY SPACES.
RESIDENTIAL BUILDING MATRIX
REQUIRED PARKING
BUILDING A: 4-STORY..... 102 UNITS @ 2 PER UNIT 204 SPACES
BUILDING B: 4-STORY..... 102 UNITS @ 2 PER UNIT 204 SPACES
BUILDING C: 3-STORY..... 12 UNITS @ 2 PER UNIT 24 SPACES
BUILDING D: 3-STORY..... 12 UNITS @ 2 PER UNIT 24 SPACES
BUILDING E: 4-STORY..... 102 UNITS @ 2 PER UNIT 204 SPACES
TOTAL..... 330 UNITS 660 SPACES
PLUS 10% GUEST PARKING (66 SPACES) 726 SPACES
CLUB AMENITIES..... 8,000 SF. @ 4 PER 1,000 32 SPACES *
PARKING PROVIDED SUMMARY
BUILDING A ..... 106 SPACES
BUILDING B ..... 106 SPACES
BUILDING E ..... 185 SPACES
ON-STREET PARKING SPACES..... 463 SPACES
BUILDING F..... 30 SPACES
TOTAL..... 891 SPACES
TOTAL PARKING REQUIRED..... 891 SPACES
TOTAL PARKING PROVIDED..... 891 SPACES
BICYCLE PARKING WILL BE PROVIDED PER LDC REQUIREMENTS
SECTION A-A
MAIN STREET/CONNECTOR ROAD
NTS
EXISTING RIGHT-OF-WAY TO BE VACATED
NTS
BANKS ENGINEERING
Professional Engineers, Planners, & Land Surveyors
Serving The State Of Florida
10511 SIX MILE CYPRESS PARKWAY
FORT MYERS, FLORIDA 33966
PHONE: (239) 939-5490 FAX: (239) 939-2523
ENGINEERING LICENSE # EB 6469
SURVEY LICENSE # LB 6992
WWW.BANKSENG.COM
MASTER CONCEPT PLAN
VIA COCONUT MPD - ESTERO PLANNED DEVELOPMENT
VILLAGE OF ESTERO, FLORIDA
DATE 11/5/2020
PROJECT 2251RA
DRAWING MCP
DESIGN DBA
DRAWN JLS
CHECKED SEH
SCALE 1"=100'
SHEET 1
7 9/15/2021 REMOVE PHASING NOTES SEH
6 7/2/2021 UPDATE SECTION AND PHASING NOTE SEH
5 5/4/2021 POST SUFFICIENCY SUBMITTAL SEH
4 3/22/2021 3rd SUFFICIENCY RESPONSE SEH
3 12/15/2020 2nd SUFFICIENCY RESPONSE SEH
2 12/18/2019 UPDATE POCKET PARK SEH
1 10/28/2019 1st SUFFICIENCY RESPONSE SEH
NO. DATE REVISION DESCRIPTION BY
S:\JOBS\22XX\2251RA\DOCUMENTS\ESTERO - ZONING\VIA COCONUT MCP.DWG 9/13/2021 11:54 AM JORGE SANCHEZ
2251RA VIA COCONUT MCP
Via Coconut - September 15, 2021

VIA COCONUT
Mixed Use Development
Village of
ESTERO
PATTERN BOOK
PROJECT TEAM
BANKS ENGINEERING
MHK ARCHITECTURE & PLANNING
ARCHITECTURAL LAND DESIGN INCORPORATED
SEPTEMBER 15, 2021

DESIGN STANDARDS INDEX

01. SITE PLAN

01.1 | Site Location and Connectivity
01.2 | Conceptual Master Plan
01.3 | Public Amenities/Public Easement Map

02. ARCHITECTURE

02.1 | Architectural Style
02.2 | Building Design Details
02.3 | Architectural Elevations

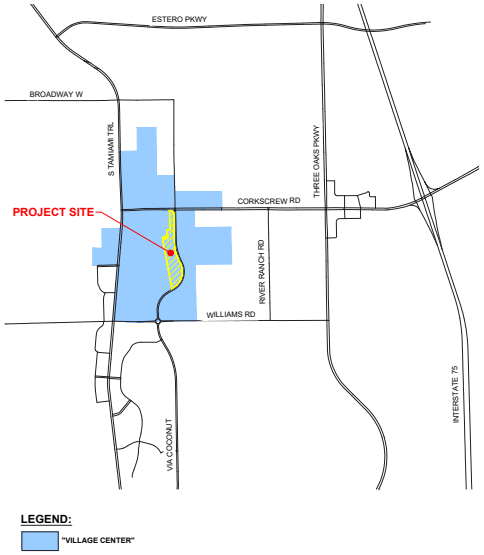
03. LANDSCAPE

03.1 | Landscape Plan
03.2 | Site Lighting
03.3 | Feature Lake and Pool Deck Section
03.4 | Plant Species

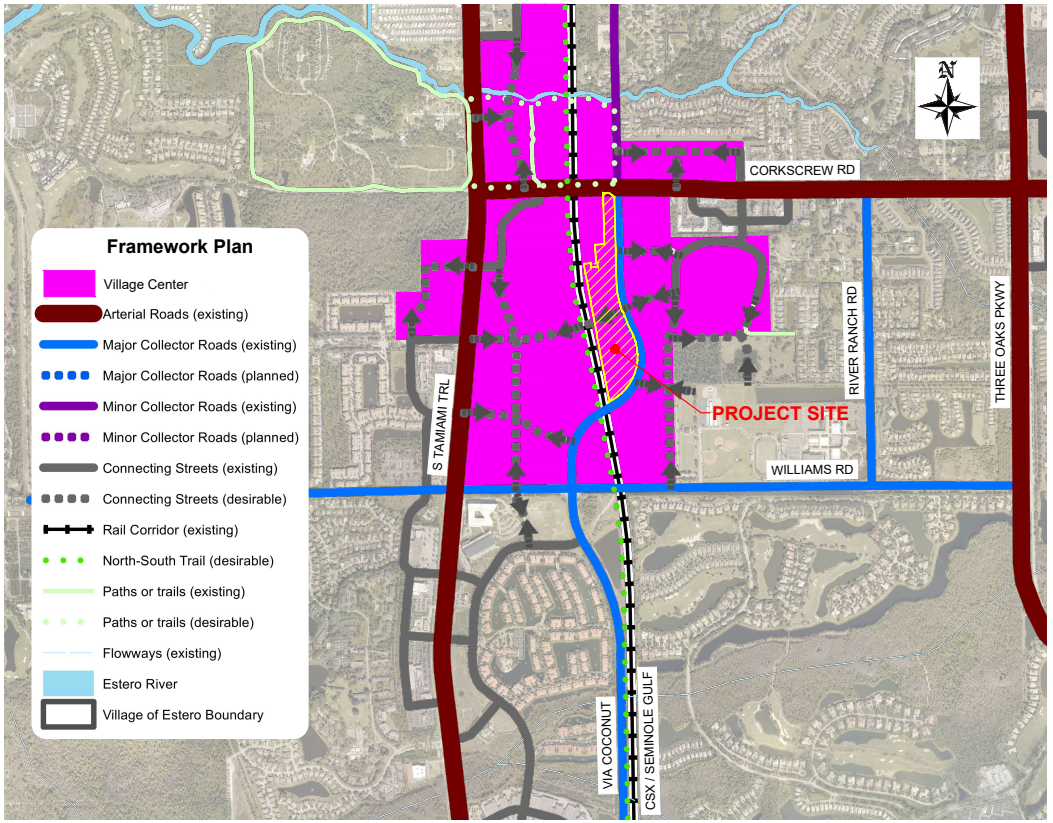
04. TANGIBLE BENEFITS AND INCENTIVE OFFERINGS

01. SITE PLAN

01.1 | SITE LOCATION AND CONNECTIVITY



VILLAGE CENTER CONNECTIVITY MAP



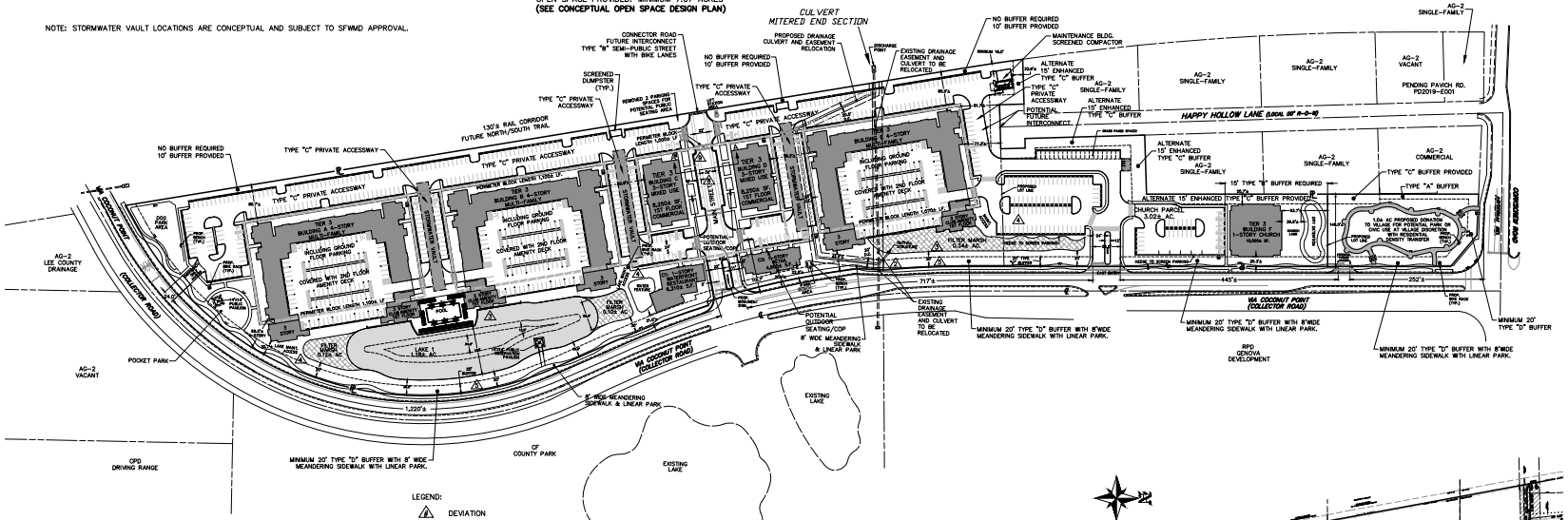
01.2 | MASTER CONCEPT PLAN

LAND DEVELOPMENT AREAS:		
TOTAL PROJECT AREA:	879,667± SF.	20.19± AC.
MIXED USE AREA:	704,581± SF.	16.17± AC.
CHURCH AREA:	131,520± SF.	3.02± AC.
DONATION AREA:	43,565± SF.	1.0± AC.

OPEN SPACE REQUIRED: 35% OR 7.07 ACRES
OPEN SPACE PROVIDED: MINIMUM 7.07 ACRES
(SEE CONCEPTUAL OPEN SPACE DESIGN PLAN)

GRAPHIC SCALE 1"= 100'

NOTE: STORMWATER VAULT LOCATIONS ARE CONCEPTUAL AND SUBJECT TO SFWMD APPROVAL.



LEGEND:
- DEVIATION
- GROUND FLOOR BUILDING FOOTPRINT
- APPROXIMATE BIKE RACK LOCATION
- APPROXIMATE BENCH LOCATION

PARKING

COMMERCIAL BUILDING MATRIX		REQUIRED PARKING
BUILDING C1: 1-STORY RESTAURANT	6,210 S.F. @ 12.5 PER 1,000	77.63 SPACES *
BUILDING C2: COMMERCIAL	4,600 S.F. @ 1 PER 350	13.14 SPACES *
BUILDING C: MIXED-USE	8,250 S.F. @ 1 PER 350	23.57 SPACES *
BUILDING D: MIXED-USE	8,250 S.F. @ 1 PER 350	23.57 SPACES *
POTENTIAL OUTDOOR SEATING OR ADJUSTMENTS AT FINAL BUILDING DESIGN	2,290 S.F. @ 12.5 PER 1,000	28.63 SPACES *
TOTAL	29,600 S.F.	166.54 SPACES *
BUILDING F: 270-450 SEATS @1/3 SEATS		150 SPACES *

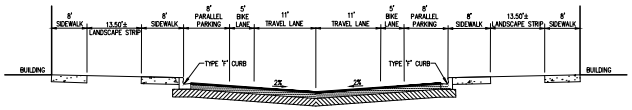
⚠ 4 * DEVIATION TO ALLOW ALL COMMERCIAL USES AT 1 PER 450 SF. (67 SPACES) PLACE OF WORSHIP AT 1/5 (90 SPACES) & 8 AMENITY SPACES.

RESIDENTIAL BUILDING MATRIX		REQUIRED PARKING
BUILDING A: 4-STORY	102 UNITS @ 2 PER UNIT	204 SPACES
BUILDING B: 4-STORY	102 UNITS @ 2 PER UNIT	204 SPACES
BUILDING C: 3-STORY	12 UNITS @ 2 PER UNIT	24 SPACES
BUILDING D: 3-STORY	12 UNITS @ 2 PER UNIT	24 SPACES
BUILDING E: 4-STORY	102 UNITS @ 2 PER UNIT	204 SPACES
TOTAL	330 UNITS	660 SPACES
PLUS 10% GUEST PARKING (66 SPACES)		**726 SPACES**
CLUB AMENITIES	8,000 SF. @ 4 PER 1,000	32 SPACES *

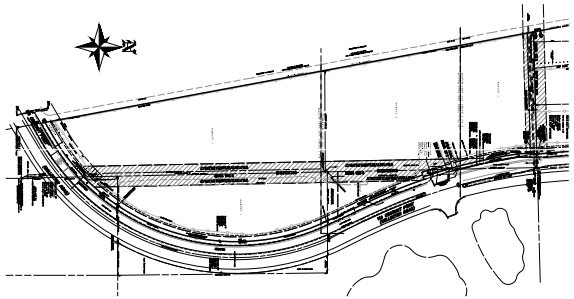
PARKING PROVIDED SUMMARY

BUILDING A	106 SPACES
BUILDING B	106 SPACES
BUILDING E	106 SPACES
ON-STREET PARKING SPACES	483 SPACES
BUILDING F	90 SPACES
TOTAL	891 SPACES
TOTAL PARKING REQUIRED	891 SPACES
TOTAL PARKING PROVIDED	891 SPACES

BICYCLE PARKING WILL BE PROVIDED PER LDC REQUIREMENTS



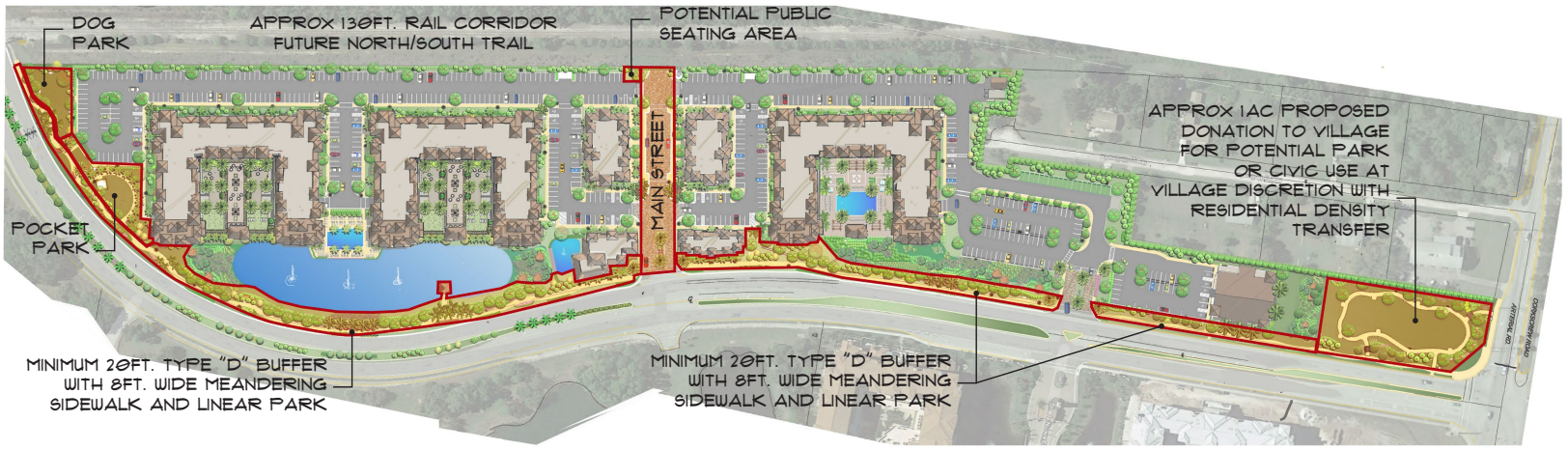
SECTION A–A
⚠ 8 ⚠ 9 MAIN STREET/CONNECTOR ROAD
NTS



EXISTING RIGHT-OF-WAY TO BE VACATED
NTS

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING | MHK ARCHITECTURE & PLANNING | AD ARCHITECTURAL LAND DESIGN



PUBLIC AMENITIES/PUBLIC EASEMENT MAP

LEGEND

PUBLIC AMENITIES/PUBLIC EASEMENT

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

02.
ARCHITECTURE

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING

02.1 | ARCHITECTURAL STYLE

The proposed development provides Architectural Diversity and High-Quality Development consistent with LDC Section 33-517. The variety of architecture and landscaping is of the highest quality and the variety of uses include unifying and compatible features throughout the site, which features are also compatible and cohesive with the Village Center Area and neighboring developments.

The architecture of Via Coconut will be a Mediterranean underlying design with coastal inspired architectural flavor. We feel it will be refreshing to the Village of Estero while being contextual to its neighboring Mediterranean and Old Florida designed properties. The massing of the buildings is well articulated while respecting the human scale and character of the community.

Varying rooflines, depictions of materials and the creating of light, mass and shadow are key components to this design. The buildings include three-story stepped back elements from the remaining 4-story building masses. This massing change is stepped back from the perimeter lake and linear park creating a delicate footprint along the street frontage on Via Coconut.

Additionally, the bulk of the development's parking is concealed within the first level of the building with units wrapping around the perimeter. This creates a centralized lower massing element with an elevated amenity deck as an amenity to the users. The architecture and public spaces are designed under the standards of the Village Center Area and share characteristics of neighboring properties that help generate a sense of connectivity and cohesive framework in the Village Center Area.

The material pallete consists of subtle flavors of Mediterranean architecture including an orange to off red barrel concrete roof tiles, contrasting simple beige and cream colors in the stucco walls, bronze railing, painted eave corbels, sections of stucco for texture as well a mixture of these colors. These texture, colors and details will create a cinematic experience through the neighborhood.

We feel the project represents the highest of quality and appropriateness of our coastal environment while maintaining the Village's desire to present a Mediterranean community theme, delicately fitting into the surrounding context of the community.

02.1 | ARCHITECTURAL STYLE

Design Features

The architecture of Via Coconut fits under the category of Mediterranean architecture that are deemed acceptable by Village standards. The development's architecture is influenced by the neighboring community's Mediterranean style. The buildings include clean lines with timeless stucco textures and stepped towers with timeless corbels. The buildings also include a simple, three toned color pallets. The rooflines are simplified by hipped roof configurations and vertical roof plane changes giving the buildings a sense of well-proportioned massing. The building includes large windows with dark bronze aluminum finishes. The architectural style fits nicely within the framework of the existing Mediterranean influence of the community.

The proposed Via Coconut development compliments and blends with the adjacent Genova condominium development which is in the Mediterranean style as well as the proposed new Pavich building adjacently North of this site which is Old Florida style.

The development incorporates the following façade treatments:

- Each building contains a clearly defined entryway with stepped building massing to help identify the building entrance.
- The buildings include a wide variety of varying rooflines, pitches and roof shapes. The primary roof is a concrete barrel roof system with varying perimeter undulating hip roof lines and hip roof tower elements.
- The mixed-use oriented structures along the main street entrance-way include transparent display windows and provide visibility into the building's interior.
- The project consistently includes large overhangs and functional awning features.
- The buildings consistently include well-articulated building massing and avoid the use of blank wall areas. The building includes appropriate ornamentation with a variety of building materials including flat concrete roof tiles, architectural brackets and a mixture of smooth and scored stucco applications.
- The buildings has several well-articulated roof parapets and tower elements creating a variety of vertical roof plane changes.

02.1 | ARCHITECTURAL STYLE

Design Features

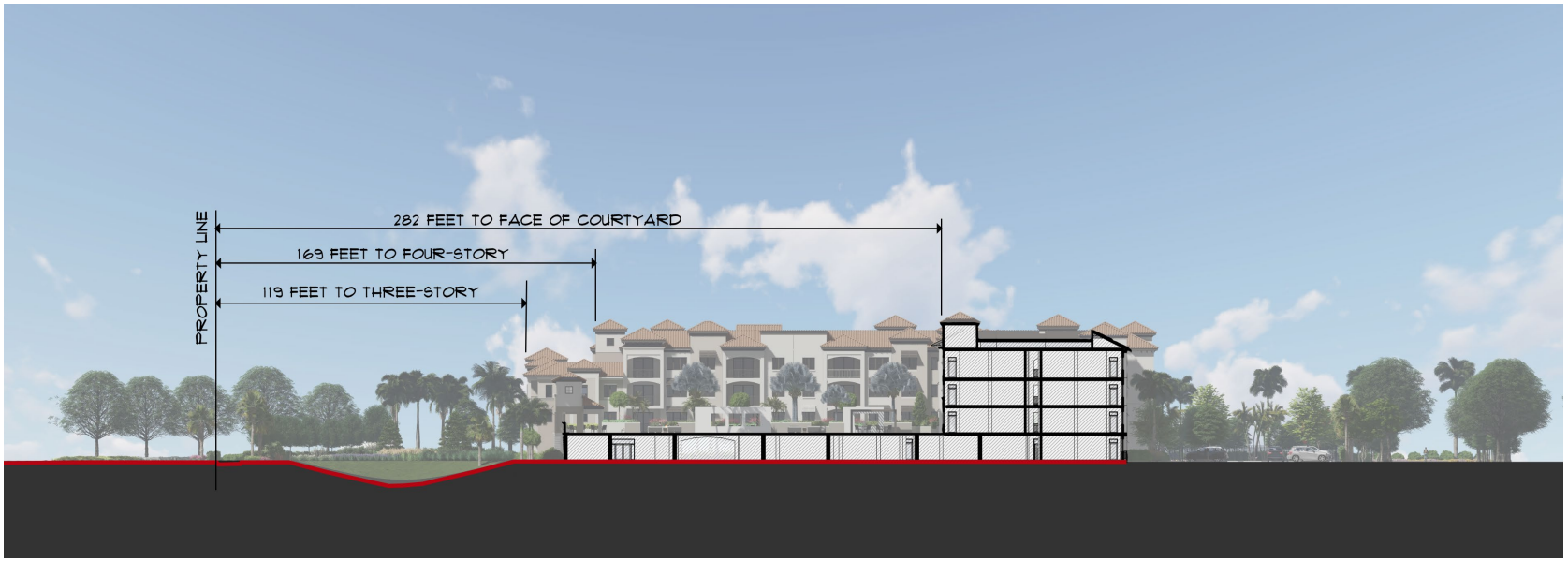
Each commercial and mixed-use structure within the development includes large display windows at the street level on all commercial street frontages. The building colors for Via Coconut are in the soft and neutral range including earth tones. The trim colors are contrasting dark bronze to help transition the softness of the building walls to the roof color.

The anticipated construction materials are as follows:

- Buildings walls: concrete block construction, with a smooth stucco finish, painted with soft colors, off white.
- Stone veneer (light beige) in some areas.
- Interior finishes: Stucco walls painted, ceramic tile for restrooms and ceramic tile with carpet for floors.
- Building A, B, and C will provide 4 elevators each tower. (manufacturer by Kone or Schindler elevators)
- Buildings C and D will have one elevator each building. (manufacturer by Kone or Schindler elevators)
- Stairways: Cast in place concrete
- All building lighting will enhance entrances and main features of buildings points.
- Slabs: Concrete slabs, post tension reinforced concrete.
- Storefront and windows: Dark bronze aluminum storefront.
- Hand rails: Dark bronze aluminum
- Awnings: Frame dark bronze
- Brackets: Prefabricated, with dark bronze finish
- Roof system: The structure will be with prefabricated trusses, and tile roof system
- Circulation sidewalks and paths: Concrete and concrete tiles

02.2
BUILDING DESIGN DETAILS

PROJECT KEY MAP



BUILDING A SECTIONAL DIAGRAM
NOT TO SCALE

PROJECT KEY MAP

BUILDING B SECTIONAL DIAGRAM
NOT TO SCALE

PROJECT KEY MAP

BUILDING E SECTIONAL DIAGRAM
NOT TO SCALE

VIEW OF LAKE AT VIA COCONUT POINT

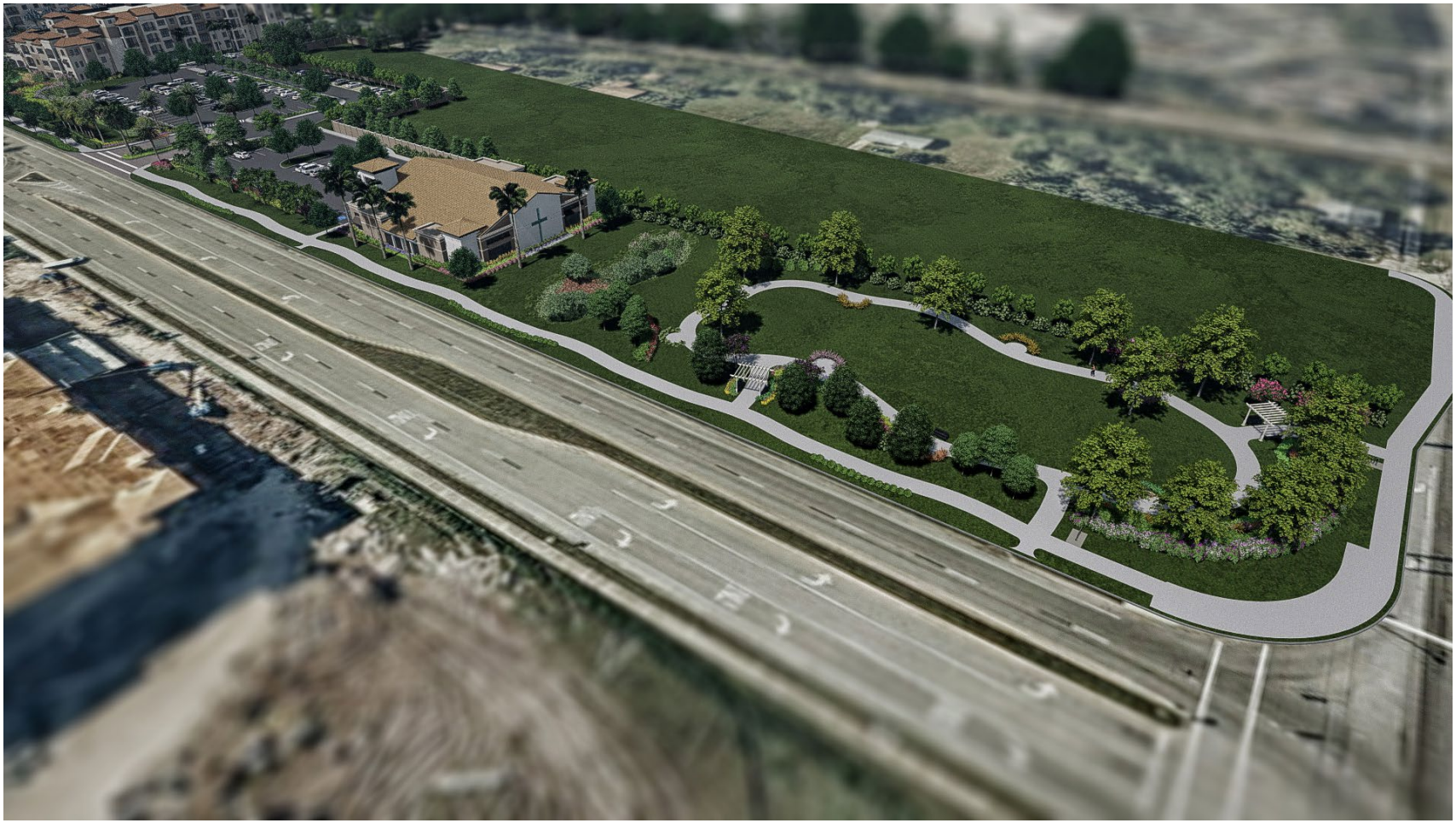
PROJECT KEY MAP

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

VIEW OF BUILDING "A" AT VIA COCONUT POINT

PROJECT KEY MAP



KEY MAP

KEY MAP

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

VILLAGE OF ESTERO PATTERN BOOK | 26

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

VILLAGE OF ESTERO PATTERN BOOK | 27

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

KEY MAP
EMBERS
STEAKHOUSE

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

VILLAGE OF ESTERO PATTERN BOOK | 30

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

VILLAGE OF ESTERO PATTERN BOOK | 31

KEY MAP

KEY MAP

KEY MAP

KEY MAP

02.3 | BUILDING DESIGN DETAILS

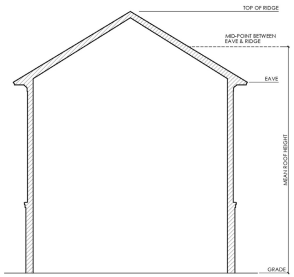
Building Height Determination

Land Development Code | Village of Estero, Florida

SEC. 33-229. MAXIMUM HEIGHT.

Buildings outside of the Interstate Highway Interchange Areas are limited to a maximum of three stories or 45 feet, whichever is less, in height. Elements that enhance visibility, create focal points or amenities, such as turrets, sculpture, clock tower and corner accentuating rooflines, may exceed the maximum height limitations with an approved variance or deviation.

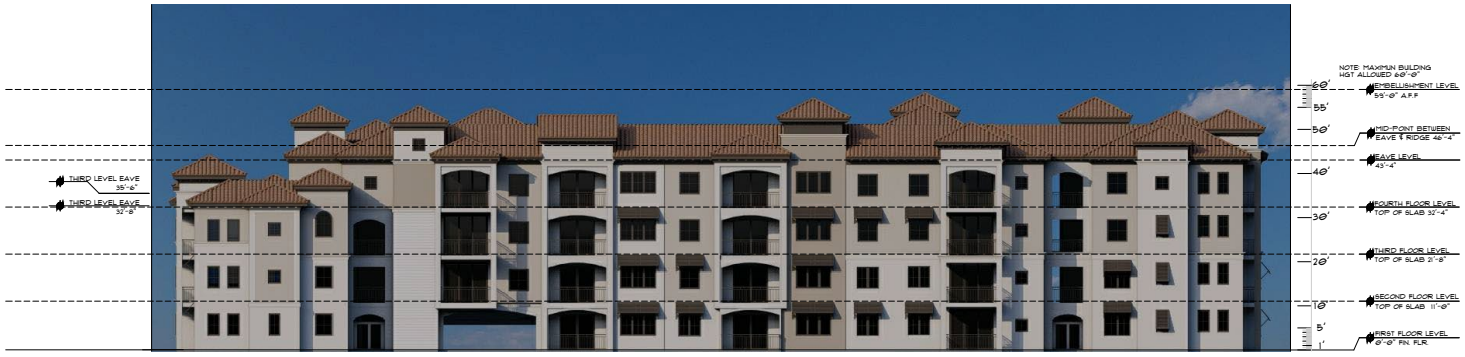
Sec. 34-2171. Measurement.



(a) Except as provided in this subdivision, the height of a building or structure is measured as the vertical distance from grade* to the highest point of the roof surface of a flat or Bermuda roof, to the deck line of a mansard roof, and to the mean height level between eaves and ridge of gable, hip and gambrel roofs, and to the highest point of any other structure (excluding fences and walls). *For purposes of this subdivision, grade is the average elevation of the street or streets abutting the property measured along the centerline of the streets, at the points of intersection of the streets with the side lot lines (as extended) and the midpoint of the lot frontage. (1) In areas within the Coastal Building Zone and other flood prone areas (as defined in Chapter 6 Articles III and IV of the LDC), height of a building is the vertical distance from the minimum required flood elevation to the highest point of the roof surface of a flat or Bermuda roof, to the deck line of a mansard roof, to the mean height level between eaves and ridge of gable, hip and gambrel roofs. (2) Fences, walls, and buffers are measured in accordance with section 34-1744 and section 10-416

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Buildings A, B and E



South Elevation

North Elevation

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Buildings A, B and E

West Elevation

East Elevation

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Buildings C and D

West Elevation

East Elevation

02.3 | BUILDING DESIGN DETAILS

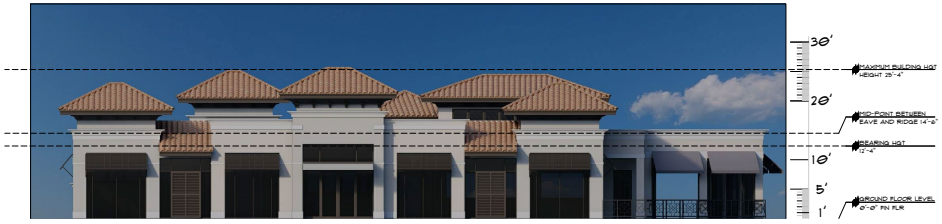
Building Elevations: Buildings C and D

South Elevation

North Elevation

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Building C1



West Elevation

East Elevation

South Elevation

North Elevation

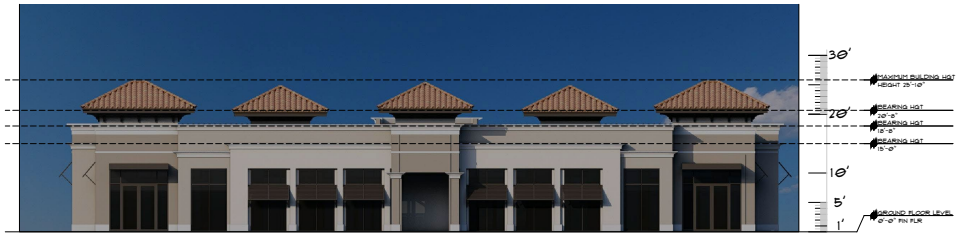
VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Building C2

West Elevation



East Elevation

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Building F

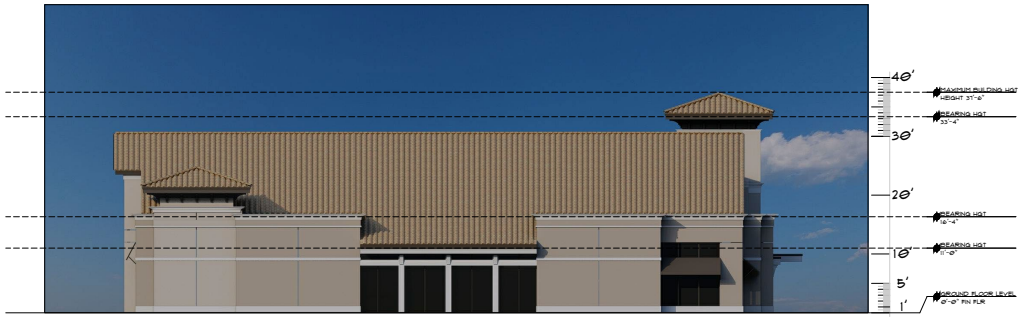
South Elevation

North Elevation

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Building F

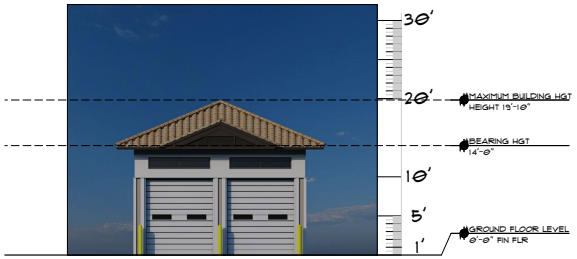
East Elevation



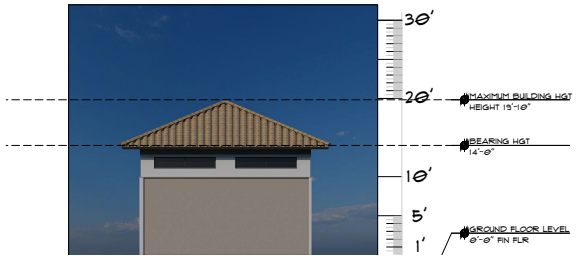
West Elevation

02.3 | BUILDING DESIGN DETAILS

Building Elevations: Maintenance Building



South Elevation



North Elevation

East Elevation

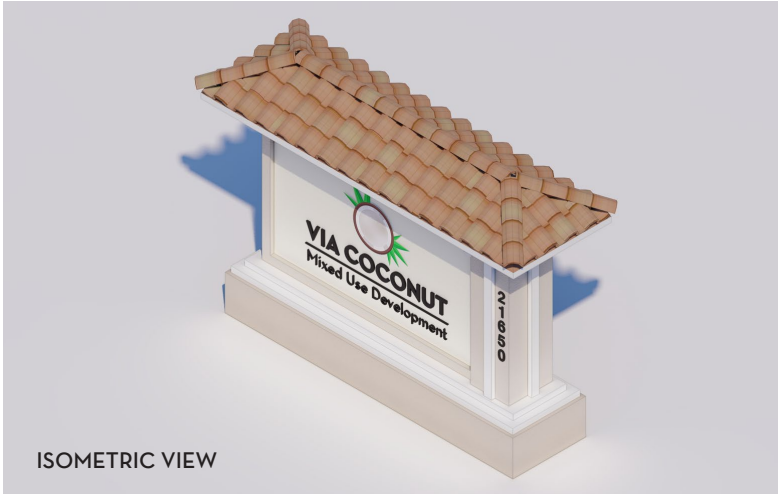
West Elevation

02.3 | BUILDING DESIGN DETAILS
Monument Sign

DESCRIPTION:

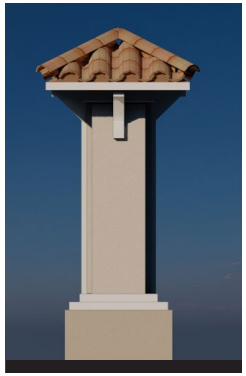
New, double faced monument sign with backlit metal logo, lettering, and address numerals internally illuminated. LED lighting to match brand colors. Metal lettering to be mounted to with 1-1/2" standoffs.

Monument to be constructed of C.M.U. with a stucco finish.



ISOMETRIC VIEW

ELEVATION VIEW



ELEVATION VIEW

02.3 | BUILDING DESIGN DETAILS
Equipment Screening and Enclosures

DESCRIPTION:

Enclosures are to be three sided structures constructed of CMU with three coat finish. Gates are to be welded, multi-slat .938 tongue and groove gate system (not see-through).

DUMPSTER ENCLOSURE

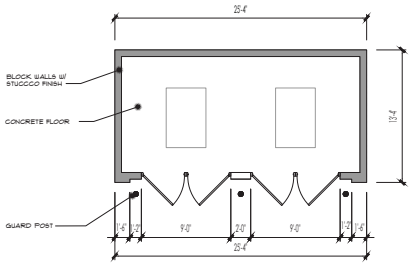
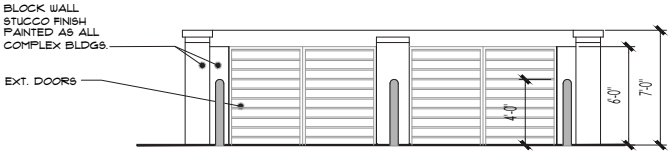
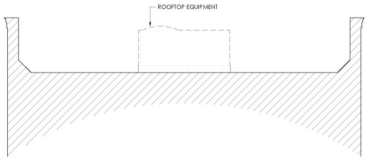


ILLUSTRATION FOR REFERENCE ONLY



ROOFTOP EQUIPMENT SCREENING



02.3 | BUILDING DESIGN DETAILS
Materials and Color Palette

SEC. 33-334. BUILDING COLOR.

(a) The colors for commercial structures must be neutral, warm earth tones or subdued pastels. Where applicable, commercial buildings may use brightly colored trims, cornices, or columns that may be reinforced to create a special effect or setting. However, these contrasts must create a harmonious impact, complementing the principal structure as well as existing surrounding building structures.

(b) Brighter colors can be utilized to create focal points of interest in locations including on doors, windows and architectural details. Buildings should not exceed three colors on one architectural detail in composite. Contrasting accent colors of any wall, awning or other feature must be limited to no more than ten percent of the total area for any single facade.

CONDITION- Specific details such as: parking lot screening from Via Coconut between Buildings E and F such as trellis/knee wall, buffer or similar; additional urban streetscape pedestrian activity areas along Main Street; addition of bike rack at fishing pier with potential "No Parking" paint or signage on Via Coconut Point; and ensure the variation of contrasting building colors to differentiate buildings will be evaluated as part of Development Order Approval. At a minimum the Development Order Plan must demonstrate the following:

- White paint limited to trim and cornices;
- Dark bronze paint for all metallic features and facias of roof-line; and
- No less than three (3) different shades of taupe paint color on each façade, including: Pavillion Beige, Natural Linen, Loggia, Tavern Taupe, or White Flour;
- In no case shall either White Flour or Natural Linen (together) be more than 20% of each façade; and
- In no case shall Pavillion Beige or Tavern Taupe be less than 20% of each façade.

WALL PAINT

SW 7512
Pavilion Beige
Interior / Exterior
Location Number: 250-C4

SW 9109
Natural Linen
Interior / Exterior
Location Number: 205-C1

SW 7035
Aesthetic White
Interior / Exterior
Location Number: 259-C4

WALL PAINT ALTERNATES

SW 7102
White Flour
Interior / Exterior
Location Number: 267-C2

SW 9109
Natural Linen
Interior / Exterior
Location Number: 205-C1

SW 7506
Loggia
Interior / Exterior
Location Number: 248-C2

SW 7508
Tavern Taupe
Interior / Exterior
Location Number: 248-C6

ROOF TILES

METAL TRIM

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

03.1 LANDSCAPE PLAN

03.1 | LANDSCAPE PLAN
Landscape Features

- **INTERWEAVING PUBLIC ROW AND VIA COCONUT MPD FRONTAGE**
  integrating Via Coconut Point Road ROWs with Via Coconut MPD's linear park, 8' sidewalk and landscaping to create seamless ROW and inviting street-side environment.
- **ENHANCED LANDSCAPE BUFFERING ALONG VIA COCONUT**
  enhanced 14-18' trees, enhanced hedge shrub 36" at installation, additional ground covers with additional shrub layers
- **FILTER MARSHES**
  along 8' sidewalk within linear park with variety of grasses and aquatic plants including seasonal plantings (Red Maples, Bald Cypress, etc.)
- **LABEL PLANTINGS**
  for educational purposes
- **CANTILEVERED PLANTERS**
  along part of deck and building to conceal seasonal fluctuation of lake
- **ENHANCED PERIMETER BUFFER PLANTINGS**
  with additional tree and shrub plantings exceeding code
- **ENHANCED INTERNAL LANDSCAPING**
  with oversized 14' tall canopy trees in islands
- **INCREASED PLANT SIZES**
  for the buildings for key areas
- **MEDIAN PLANTINGS**
  to emulate median plantings to the north
- **FLOWERING TREES AND SEASONAL PLANTINGS**
- **LARGE SPECIMEN PALMS**
  at entry and in select areas; Date palms or Royal Palms
- **ENHANCEMENTS TO LANDSCAPE**
  trees along rail corridor and desirable north/south trail along the west where no buffer is required and enhancements to north buffer to Happy Hollow Lane residential
- **STREET TREES**
  per plan to blend with proposed plantings for adjacent Genova development

03.1 | OVERALL LANDSCAPE PLAN

LEGEND

- (A) ENTRY
  - A1. Pavers
  - A2. Signage
- (B) WATER FEATURE
  - B1. Fountain
  - B2. Littoral Plantings
  - B3. Lake
  - B4. Water Feature
- (C) MARSH / FILTER POND
  - C1. Littoral plantings/ Grasses
  - C2. Cypress Maple Trees
- (D) FISHING PIER
  - D1. Stocked lake for Fishing
  - D2. Educational Informational Placques
- (E) MEDIAN LANDSCAPE
- (F) FLOWERING TREES
- (G) MEANDERING PATHWAY
  - G1. Benches
  - G2. 8' Wide Concrete Path
- (H) AMENITY DECK
  - H1. Fire pit
  - H2. Trellis
  - H3. Speciman Planting
  - H4. Pool
- (I) ENHANCED LANDSCAPE BUFFER
  - I1. Mature Plantings
  - I2. Variety of Species
  - I3. Label Plantings for education purposes
- (J) DOG PARK
  - J1. Perimeter Fence
- (K) POCKET PARK (with shade structure)
- (L) RESORT STYLE POOL DECK
- (M) VIA COCONUT BUFFER PLANTINGS
  - Enhanced Plantings 14'-18' Trees
  - Hedge Shrub 36" at Installation
  - Additional Groundcovers and shrub layers
- (N) ENHANCED PERIMETER BUFFER PLANTINGS
  - Additional tree and shrub plantings exceeding code
- (O) CANOPY TREES
  - Oversized Canopy trees in Islands 14' tall
- (P) SPECIMAN PALM TREES
  - P1. Royal Palms/ Date Palms 12'-14' ct
- (Q) BENCHES/ BIKE RACKS
  - Q1. Bike Racks
  - Q2. Benches
- (R) ART
  - Art/Sculpture
- (S) PARK
  - S1. 8' Pathway
  - S2. Trellis
- (T) POTENTIAL PUBLIC SEATING AREA
- (U) CONCEPTUAL SITE LIGHTING
- (V) 8' WALL (15' from Property Line)

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING | MHK ARCHITECTURE & PLANNING | ARCHITECTURAL LAND DESIGN

03.1 | LANDSCAPE PLAN

KEY MAP

LEGEND

- A ENTRY
  - A1. Pavers
  - A2. Signage
- B WATER FEATURE
  - B1. Fountain
  - B2. Littoral Plantings
  - B3. Lake
  - B4. Water Feature
- C MARSH / FILTER POND
  - C1. Littoral plantings/ Grasses
  - C2. Cypress Maple Trees
- D FISHING PIER
  - D1. Stocked lake for Fishing
  - D2. Educational Informational Placques
- E MEDIAN LANDSCAPE
- F FLOWERING TREES
- G MEANDERING PATHWAY
  - G1. Benches
  - G2. 8' Wide Concrete Path
- H AMENITY DECK
  - H1. Fire pit
  - H2. Trellis
  - H3. Speciman Planting
  - H4. Pool
- I ENHANCED LANDSCAPE BUFFER
  - I1. Mature Plantings
  - I2. Variety of Species
  - I3. Label Plantings for education purposes
- J DOG PARK
  - J1. Perimeter Fence
- K POCKET PARK (with shade structure)
- L RESORT STYLE POOL DECK
- M VIA COCONUT BUFFER PLANTINGS
  - Enhanced Plantings 14'-18' Trees
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  - Additional Groundcovers and shrub layers
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  - Additional tree and shrub plantings exceeding code
- O CANOPY TREES
  - Oversized Canopy trees in Islands 14' tall
- P SPECIMAN PALM TREES
  - P1. Royal Palms/ Date Palms 12'-14' ct
- Q BENCHES/ BIKE RACKS
  - Q1. Bike Racks
  - Q2. Benches
- R ART
  - Art/Sculpture
- S PARK
  - S1. 8' Pathway
  - S2. Trellis
- T POTENTIAL PUBLIC SEATING AREA
- U CONCEPTUAL SITE LIGHTING
- V 8' WALL (15' from Property Line)

Scale: 1"=30'
0 15 30 60 120

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING | MHK ARCHITECTURE & PLANNING | AD ARCHITECTURAL LAND DESIGN

03.1 | LANDSCAPE PLAN

KEY MAP

Scale: 1"=30'

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING | MHK ARCHITECTURE & PLANNING | ARCHITECTURAL LAND DESIGN

03.1 | LANDSCAPE PLAN

KEY MAP

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

03.1 | LANDSCAPE PLAN

KEY MAP

LEGEND

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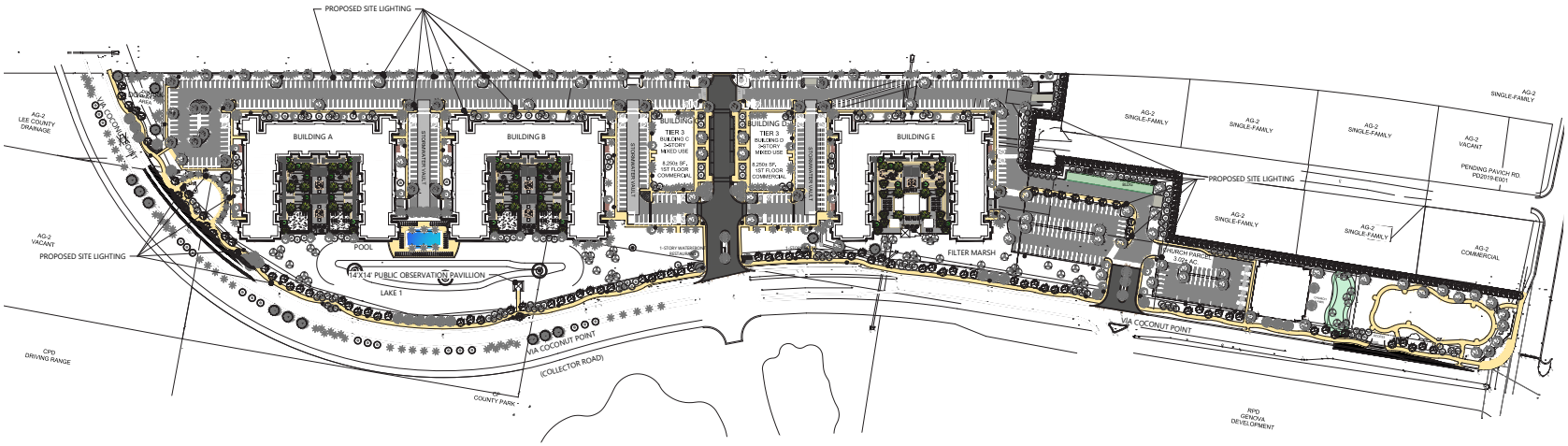
VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING AD ARCHITECTURAL LAND DESIGN

03.2 | SITE LIGHTING



SITE LIGHTING LEGEND

SYMBOL	QTY.	SPEC.
◉	103	20' GLNA GALLEONAIRE POLE LIGHT -mounted to 20' pole -solid state LED -to be installed with cut off shields for neighboring properties

Quantities and locations shown are conceptual

03.2 | SITE LIGHTING

McGraw-Edison

Catalog #		Type	
Project			
Comments		Date	
Prepared by			

DESCRIPTION

The Galleonaire LED luminaire features advanced thermally conductive polymer heatsinks and open frame endcaps for a sleek aesthetic with significant weight reduction. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL/cUL Listed for wet locations.

SPECIFICATION FEATURES

Construction
Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Open frame die-cast aluminum end caps provide structural support for the housing and heatsinks. Thermally conductive polymer heatsinks offer significant weight reduction while fully maintaining thermal management of the Light Squares. 3G vibration tested and rated. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

Optics
Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution, maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 2700K, 3000K, 5000K and 6000K CCT.

Electrical
LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient line surge. The Galleonaire LED luminaire is suitable for operation in -40°C to 40°C ambient environments. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA and 800mA drive currents (nominal).

Mounting
STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during mounting. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. QUICK MOUNT ARM: Adapter is bolted directly to the pole. Quick mount arm slide into place on the adapter and is secured via two screws, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

Finish
Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is dark gray, non-paintable. Standard housing colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available.

Warranty
Five-year warranty.

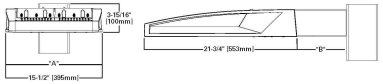
GLNA
GALLEONAIRE

1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE

LumenSafe Technology
ELEVATED

DIMENSIONS



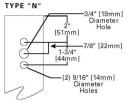
DIMENSION DATA

Number of Light Squares	"A" Width	"B" Standard Arm Length	"B" Optional Arm Length [1]	Weight with Arm (lbs.)	EPA with Arm [2] (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	28 (12.7 kgs)	0.72
5-6	21-5/8" (549mm)	7" (178mm)	10" (254mm)	38 (16.3 kgs)	0.77
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	43 (19.5 kgs)	0.95
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	49 (22.2 kgs)	1.13

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated with optional arm length.

DRILLING PATTERN

TYPE "N"



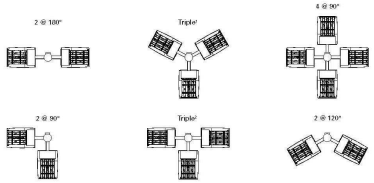
CERTIFICATION DATA
3G Vibration Rated
IP66 Rated
ISO 9001
LM79 / LM80 Compliant
UL/cUL Wet Location Listed

ENERGY DATA
Electronic LED Driver
>0.9 Power Factor
<20% Total Harmonic Distortion
120V-277V 50/60Hz
347V, 480V 60Hz
-40°C Min. Temperature
40°C Max. Temperature

TD500084EN
June 26, 2019 3:50 PM

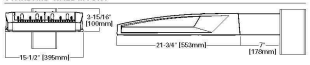
ARM MOUNTING REQUIREMENTS

Configuration	90° Apart	120° Apart
GLNA-AF-01	7" Arm (Standard)	7" Arm (Standard)
GLNA-AF-02	7" Arm (Standard)	7" Arm (Standard)
GLNA-AF-03	7" Arm (Standard)	7" Arm (Standard)
GLNA-AF-04	7" Arm (Standard)	7" Arm (Standard)
GLNA-AF-05	10" Extended Arm (Required)	7" Arm (Standard)
GLNA-AF-06	10" Extended Arm (Required)	7" Arm (Standard)
GLNA-AF-07	13" Extended Arm (Required)	13" Extended Arm (Required)
GLNA-AF-08	13" Extended Arm (Required)	13" Extended Arm (Required)
GLNA-AF-09	16" Extended Arm (Required)	16" Extended Arm (Required)
GLNA-AF-10	16" Extended Arm (Required)	16" Extended Arm (Required)

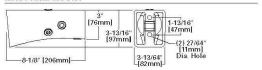


NOTES: 1. Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2. Round poles are 2 @ 90°.

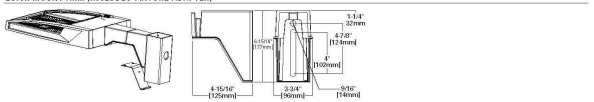
STANDARD WALL MOUNT



MAST ARM MOUNT

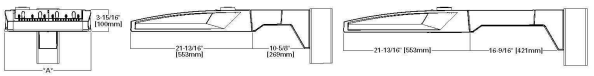


QUICK MOUNT ARM (INCLUDES FIXTURE ADAPTER)



QM Quick Mount Arm (Standard)

QMEA Quick Mount Arm (Extended)



QUICK MOUNT ARM DATA

Number of Light Squares [1,2]	"A" Width	Weight with QM Arm (lbs.)	Weight with QMEA Arm (lbs.)	EPA with Arm [2] (Sq. Ft.)
1-4	15-1/2" (394mm)	30 (13.6 kgs)	33 (15 kgs)	0.96
5-6 [3]	21-5/8" (549mm)	38 (17.2 kgs)	41 (18.6 kgs)	
7-8 [4]	27-5/8" (702mm)	45 (20.4 kgs)	--	

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole. 2. EPA calculated with standard arm length. 3. QMEA arm to be used when mounting two fixtures at 90° on a single pole. 4. 120 options not available for 90° or 120° configuration on a single pole.

Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770.486.4800
www.eaton.com/lighting

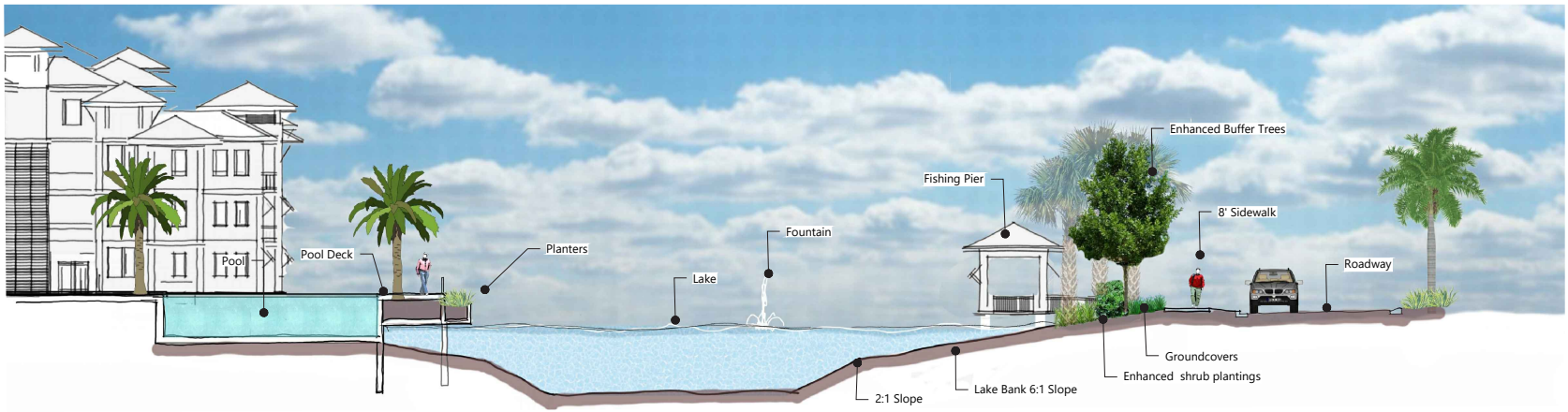
Specifications and dimensions subject to change without notice.

TD500084EN
June 26, 2019 3:50 PM

VIA COCONUT
Mixed Use Development

BANKS ENGINEERING MHK ARCHITECTURE & PLANNING ARCHITECTURAL LAND DESIGN

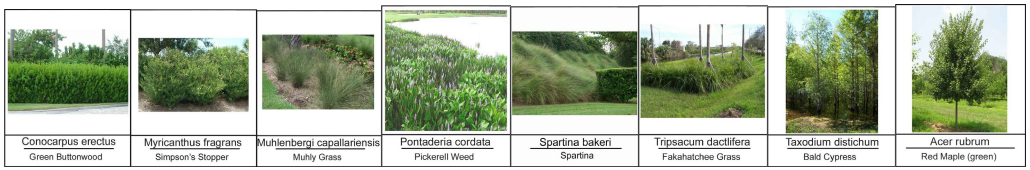
03.3 | FEATURE LAKE AND POOL DECK SECTION



03.4 | PLANTING PALETTE

PROPOSED FILTER MARSH PLANT PALLETTE

Plants shown are conceptual in Nature. Additional plantings may be used



04. SIGNIFICANT TANGIBLE PUBLIC BENEFITS AND INCENTIVE OFFERINGS

Social Vitality

1. **MAIN STREET (CONNECTING STREET/±0.52-ACRE),** the ultimate public gathering place as a high-quality, destination promoting place-making businesses including restaurants, coffee shops and fitness studios.
2. **PLACE OF WORSHIP** (10,000 square feet) has been included in the development plan providing an additional publicly accessible gathering place.
3. **±1-ACRE LAND DONATION TO VILLAGE OF ESTERO** for potential park or civic use at Village discretion (valued at ±1.5 million for a corner parcel) with residential density transfer.
4. **±1.91-ACRES/±0.55-MILE LINEAR PARK** with lush, greater-than-Code landscaping along Via Coconut Point frontage with interconnected public amenities for sitting, gazing and interacting with public spaces. (±1.72 acres/±.5-mile plus additional ±0.19 acre/±0.05 mile located on donation parcel)
5. **14' X 14' PUBLIC LAKE OBSERVATION PAVILION/FISHING PIER** interconnected by the 8' sidewalk within the linear park and will include educational informational plaques.
6. **PUBLIC PARK BENCH AREAS** interconnected by the 8' sidewalk within the linear park.
7. **±0.23-ACRE PUBLIC LAWN AREA WITH PAVILION** interconnected by the 8' sidewalk within the linear park.
8. **±0.18-ACRE PUBLIC DOG PARK** interconnected by the 8' sidewalk within the linear park with benches, perimeter fence, and hedge.
9. **VERTICAL AND HORIZONTAL MIXED-USE DEVELOPMENT:** integrated mixed-use neighborhood with higher residential densities and mixed uses along the street frontage promoting place-making businesses including restaurants, coffee shops and fitness studios.
10. **STREET FRONT SHOPS** located along Main Street (connecting street) and 8' sidewalk within the linear park.
11. **UPSCALE WATERFRONT RESTAURANT** located along Main Street (connecting street) and 8' sidewalk within the linear park.
12. **NOT AGE-RESTRICTED. DIVERSE HOUSING** – Via Coconut MPD is designed as a housing alternative for varying needs of the Village of Estero. The community will not be age restricted.

04. SIGNIFICANT TANGIBLE PUBLIC BENEFITS AND INCENTIVE OFFERINGS

Connectivity

13. **DESIRABLE CONNECTOR STREET:** Main Street provides a vital segment of the desired connector between Pelican Sound Drive and the future west entrance to Estero Community Park shown on the Framework Plan to connect to Corkscrew Palms Boulevard and Williams Road. It also provides for future connection to the proposed SUN Trail Rail Corridor shared use path with reservation for potential future seating area.
14. **±0.56-MILE 8' PUBLIC MEANDERING SIDEWALK ALONG VIA COCONUT POINT** within the linear park that will interconnect with Village's planned Estero Community Park west entrance shared use path proposed to connect to Williams Road. (±0.51-mile plus additional ±0.05-mile located on donation parcel)
15. **BIKE LANES ON MAIN STREET** (connecting street) will connect to the Village's planned bike lanes on Via Coconut Point and Village's planned Estero Community Park west entrance shared use path proposed to connect to Williams Road.
16. **PROMOTE WALKABILITY WITH INTERCONNECTED SIDEWALKS.** Internal sidewalks interconnect with public sidewalks external to the community on Via Coconut Point.
17. **MIXED-USE PEDESTRIAN SHED** – All residential units are within pedestrian shed of proposed Main Street commercial uses and the proposed on-site private and public amenities.
18. **NON-GATED COMMUNITY** – The proposed development does not include entry gates.

04. SIGNIFICANT TANGIBLE PUBLIC BENEFITS AND INCENTIVE OFFERINGS

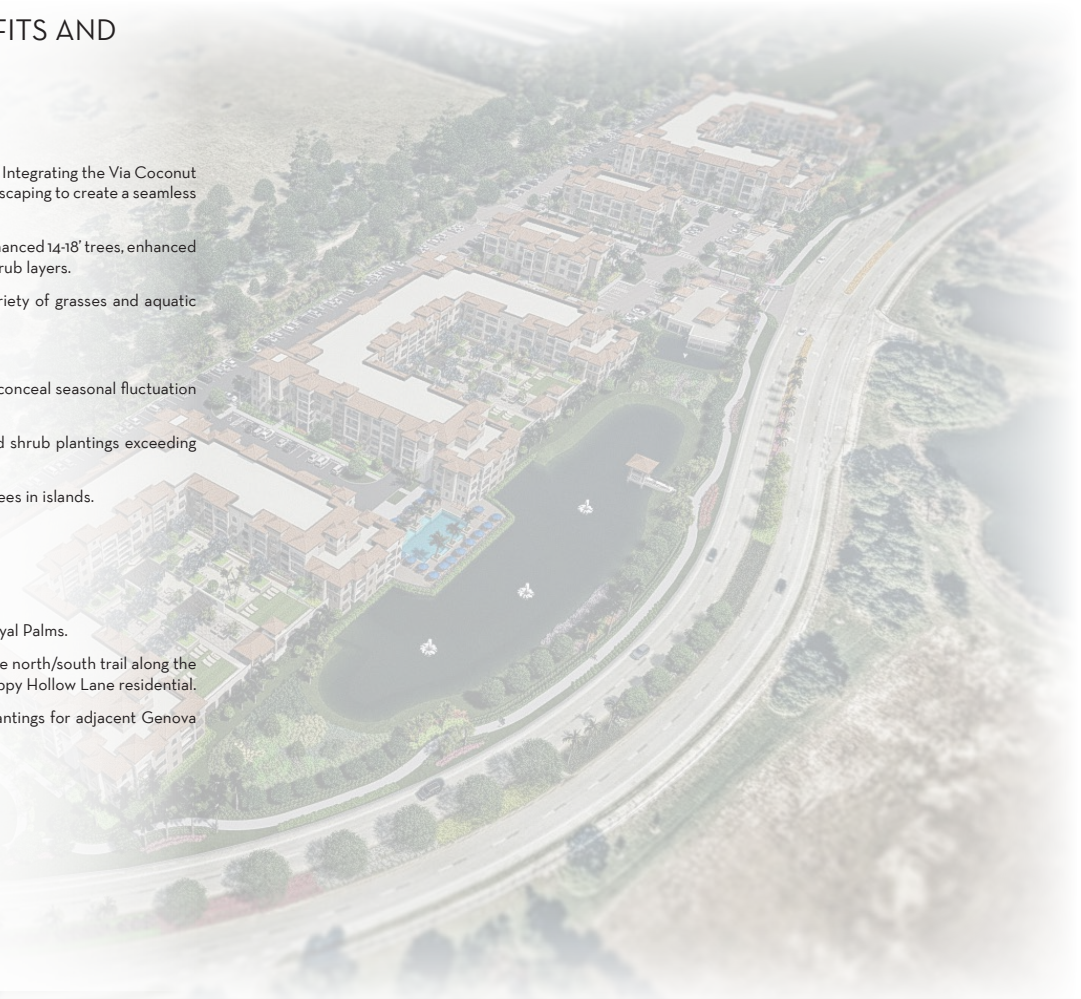
Architecture

19. **EXCEPTIONAL DESIGN** – The architecture depicted in the pattern book sets a high-quality standard for the Village Center Area and includes a unique residential building design including three-story stepped back elements from the remaining 4-story building masses. This massing change is stepped back from the perimeter water features and linear park creating a delicate footprint along the street frontage on Via Coconut.
20. **SCREENED PARKING** - The bulk of the development's parking is concealed within the first level of the residential buildings with units wrapping around the perimeter. This creates a centralized lower massing element with an elevated amenity deck as an amenity to the users. The remaining parking is located behind the buildings or is appropriately visually buffered from Via Coconut Point.
21. **VARYING BUILDING HEIGHTS** are provided throughout the development as demonstrated in the pattern book.
22. **360-DEGREE URBAN LOOK.** All the building elevations depicted in the pattern book have architectural design elements typical of front elevations so it will appear that there are no rear elevations.
23. **ENTRY PAVERS AND LANDSCAPED SIGNAGE** at each entry point to calm traffic and emphasize safety.
24. **SCULPTURE FEATURES** on Main Street (connecting street) near mixed use buildings.
25. **ON-STREET PARKING** on Main Street (connecting street) and internal accessways as encouraged to calm traffic.
26. **STREET FURNITURE** is proposed.
27. **BEST PRACTICES FOR COMPACT SURFACE WATER MANAGEMENT DESIGN** are proposed.
28. **BEST PRACTICES FOR BLOCK LENGTHS** are proposed.
29. **LAKE AND WATER FEATURES** along the 8' sidewalk within the linear park.
30. **FOUNTAINS** included in lake and water features.

04. SIGNIFICANT TANGIBLE PUBLIC BENEFITS AND INCENTIVE OFFERINGS

Landscaping

31. **INTERWEAVING PUBLIC ROW AND VIA COCONUT MPD FRONTAGE**- Integrating the Via Coconut Point Road ROWs with Via Coconut MPD's linear park, 8' sidewalk and landscaping to create a seamless ROW and a more inviting street-side environment.
32. **ENHANCED LANDSCAPE BUFFERING ALONG VIA COCONUT** with enhanced 14-18' trees, enhanced hedge shrub 36" at installation, additional ground covers and additional shrub layers.
33. **FILTER MARSHES** along the 8' sidewalk within the linear park with a variety of grasses and aquatic plantings including seasonal plantings, Red Maples, Bald Cypress, etc.
34. **LABEL PLANTINGS** for educational purposes.
35. **CANTILEVERED PLANTERS** along part of the deck and building to help conceal seasonal fluctuation of lake.
36. **ENHANCED PERIMETER BUFFER PLANTINGS** with additional tree and shrub plantings exceeding code.
37. **ENHANCED INTERNAL LANDSCAPING** with oversized 14' tall canopy trees in islands.
38. **INCREASED PLANT SIZES** for the buildings for key areas.
39. **MEDIAN PLANTING** to emulate median plantings to the north.
40. **FLOWERING TREES** and seasonal plantings.
41. **LARGE SPECIMEN PALMS** at entry and in select areas; Date palms or Royal Palms.
42. **ENHANCEMENTS TO LANDSCAPE** trees along rail corridor and desirable north/south trail along the west where no buffer is required and enhancements to north buffer to Happy Hollow Lane residential.
43. **STREET TREES** as shown on landscape plans to blend with proposed plantings for adjacent Genova development.



Via Coconut Rezoning
Zoning Staff Report

For Village Council

PROJECT NAME:	**Via Coconut EPD**
CASE TYPE:	**Planned Development Rezoning – Vacation of Right-of-Way**
CASE NUMBERS:	**DCI2019-E003 AND VAC2019-E001**
PLANNING ZONING & DESIGN BOARD DATE:	**August 10, 2021 Continued to August 24 and September 14**

SUMMARY OF REQUEST

The applicant is requesting a rezoning from Agriculture to Estero Planned Development (EPD) for a ±20-acre parcel on the west side of Via Coconut Point south of Corkscrew Road and across from Genova.

The proposal is for a Tier 3 Development that would allow a mixed-use project consisting of:

- 330 Multi-family apartment units;
- 29,600 square feet of commercial use;
- Church or 10,000 square feet of commercial use;
- Public Amenities.

A companion application has been submitted to vacate an existing 66-foot wide right-of-way on the property.

STAFF AND PLANNING, ZONING AND DESIGN BOARD RECOMMENDATION

Staff recommends approval of both requests (rezoning and vacation of right-of-way) with the conditions in the Ordinance.

The Planning, Zoning and Design Board reviewed this case on August 24 and September 14, and recommended approval with the conditions contained in the Ordinance.

GENERAL INFORMATION

Applicant
Estero 5, LLC - Roderick Schmidt, Manager

Owners
Stephanie Miller Trust (4 parcels)
CP Land Investment, LLC
Wildcat Hollow LLP
MM Estero FL, LLC
Seymour Pond 28, LLC

Authorized Agent
Stacy Hewitt, Banks Engineering

Location
The subject properties are located at 8990 Corkscrew Road; 21650 & 21750 Via Coconut Point; 21331, 21350 and 21351 Happy Hollow Lane; and access undetermined for two parcels. The STRAP numbers are 34-46-25-E4-0100C.0170; 33-46-25-E2-U1971.2349; 33-46-25-E3-U1971.2299; 33-46-25-E3-U1969.2320; 33-46-25-E2-U1963.2334; 33-46-25-E3-U1973.2285; 33-46-25-E2-U1967.2334; and 33-46-25-E2-U1967.2342.

Surrounding Zoning and Land Use

North — Corkscrew Road then MPD (vacant) and AG (Happy Hollow Lane) – Village Center Land Use

East — Via Coconut Point then Genova Condominiums (EPD) and Estero Park (CF) – Village Center and Public Parks and Recreation Land Use

South — Via Coconut Point right-of-way, CSX/Gulf Seminole Railroad Corridor and AG

West — Happy Hollow Lane residential lots and greenhouse (AG-2), CSX/Gulf Seminole Railroad Corridor, and undeveloped North Point DRI (MPD) – Village Center Land Use

Zoning
Agriculture

Comprehensive Plan Land Use Category
Village Center

Public Information Meetings
A Public Information Meeting was held at the Planning and Zoning Board on January 21, 2021. The applicant provided documentation regarding issues discussed at the meeting which is attached.

A meeting was held with the Design Review Board January 22, 2020 pertaining to the Pattern Book. See attachment.

STAFF ANALYSIS

The applicant is proposing a rezoning from Agriculture to Estero Planned Development (EPD). This is the specific zoning district that is required in the Village Center Land Use category. The property is primarily vacant except for two single family lots on Happy Hollow Lane.

The applicant is requesting Village Center Tier 3 Development which allows for mixed use and:

- A base residential density of up to 15 units per acre with a maximum of 20 units per acre based upon accepted incentive offers;

- Higher non-residential intensity; and
- Maximum building heights between 60 and 70 feet.

Via Coconut proposes 330 units with a residential density of 16.5 dwelling units per acre (based on 20-acre total project site), 29,600 square feet of commercial use, and a potential 10,000 square foot church or alternative commercial uses. Maximum height proposed is 4 stories, inclusive of architectural features, or 59 feet. By comparison, Genova, the condominium project across the street on Via Coconut, is a residential Tier 2 development with 12 dwelling units per acre with a maximum building height of 4 stories or 45 feet.

The higher level of density and additional height are to be determined by Village Council based upon incentive offers and findings of significant public benefits which may include innovative landscaping and street design, offsite improvements, dedication of onsite public spaces, public trails, gathering spaces, enhanced parking design (under building parking), or other similar items.

The Village Center standards include goals such as creating socially vital centers; safe streets for walking and bicycling; fostering interconnection and walkability; and human scale. These standards along with comprehensive plan policies, are the basis of analysis of the proposal.

MASTER CONCEPT PLAN

The applicant has provided a Master Concept Plan that shows:

- Three U-Shaped three and four-story residential buildings, each with 102 units;
- A commercial mixed-use area with two three-story buildings with 24 residential units and retail, personal service, or office uses; and two single story retail/restaurant buildings;
- A potential 10,000 square foot church or alternative commercial uses;
- A ±1-acre park area at the north end of the site proposed to be dedicated to the Village.

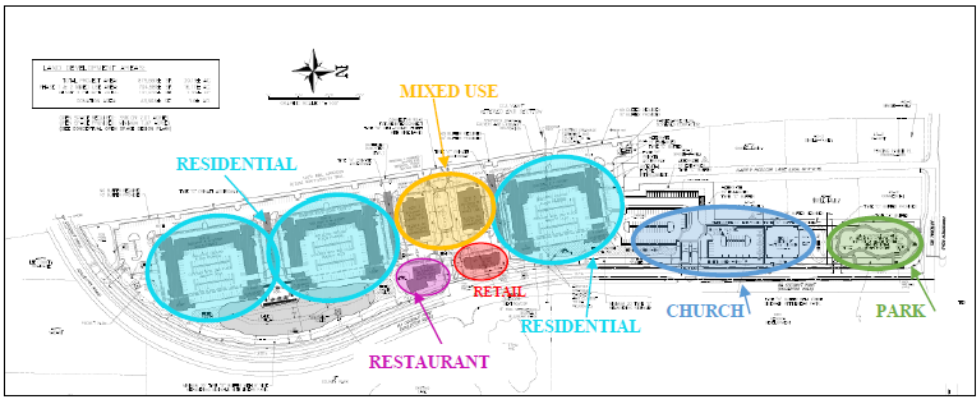


Figure 1- Use Areas

Parking
A combination of surface parking, on-street parking, and residential ground floor level parking is proposed. Some of the residential parking will be concealed on the ground level of the residential buildings topped with a 2nd floor amenity deck, and surface parking will be located to the rear of the residential buildings and adjacent to the church. Small surface lots and on-street parking will serve the Main Street area.

Perimeter Buffers and Landscaping
Via Coconut Point – A 20-foot Type "D" Buffer with enhanced landscaping (taller trees).

Railroad - A 10-foot buffer with landscaping - no buffer is required.

Happy Hollow Lane residences - A 15-foot Type "C" Buffer including an 8-foot wall and enhanced landscaping.

Corkscrew Road – A 20-foot Type "D" Buffer on the north end of the project, and a Type "A" Buffer between the park parcel and greenhouse property on Happy Hollow Lane.

- Buffers are limited to perimeter areas as the LDC does not require internal buffers in mixed-use developments.
- The applicant proposes to install and maintain median landscaping on Via Coconut from the proposed new entrance to Estero Community Park to Williams Road.
- The development is providing the required 35% Open Space of 7.07 acres.

Main Street Area
This area includes two vertical mixed-use buildings with commercial on the first level and residences above. The area will be delineated by street pavers, and the project entry will be flanked by two single-story buildings, one for a restaurant and the other for retail. The on-street parking, restaurant, and retail uses will contribute to a social interaction in the development.

A future interconnection to the west is proposed, as well as a potential future connection to Happy Hollow Lane.

PATTERN BOOK

A Tier 3 development is required to provide a detailed Pattern Book with illustrative site plan and facade detailing.

The architectural style is described by the applicant as "Mediterranean underlying design with coastal inspired architectural flavor". Varying rooflines, mass, light and shadow are stated as key components of the design.

The material palette "consists of subtle flavors of Mediterranean architecture including orange to off-red barrel concrete roof tiles, contrasting simple beige and cream colors on the stucco walls, bronze railing, painted eave corbels…"

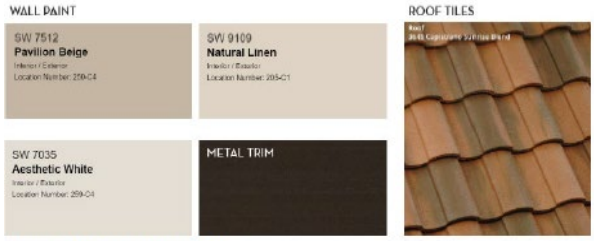


Figure 2- Via Coconut Color Palette

The color palette consists of warm, neutral earth tones as shown left, with contrasting brightly colored trim, cornices and columns.

Building Height

The project proposes three 4-story multi-family residential structures with three residential levels and first floor parking concealed by an open deck with residential amenities above. Maximum height proposed is 59 feet. Two 3-story mixed use buildings are proposed along Main Street with a maximum building height of 55 feet. Main Street also includes two single-story commercial buildings with a maximum height of 35 feet. The church proposes a height of approximately 38 feet. The townhome proposes a height of two stories, 35 feet.

Figure 3- Residential Architecture

The submitted elevations and sections show that the U-shaped residential buildings utilize step-back from 3 stories to 4 stories to minimize massing along Via Coconut.

Vehicular and Pedestrian Connections/interconnections

Connections include access points along Via Coconut to the site, as well as potential future connections to Happy Hollow Lane and a Main Street connection to the west which would allow future access to the west side of Tamiami Trail to and through the railroad right-of-way. These are consistent with the Framework Plan in the LDC, shown below.

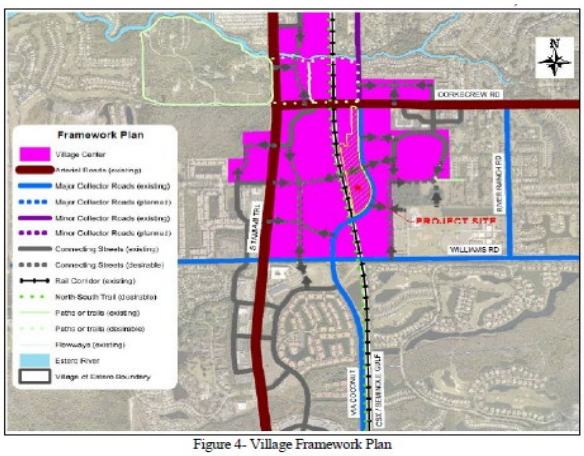


Figure 4- Village Framework Plan

Schedule of Uses
The proposed Schedule of Uses includes a variety of residential, commercial and institutional uses, and a summary is provided below:

- Residential uses include Live-Work, Multi-Family, Townhomes, and existing Single-Family.
- Commercial Uses include a variety of retail, office, and personal service uses.
- Institutional Uses include Clubs, Cultural Facilities (non-commercial), Library, Parks, Place of Worship, Post Office, Schools (commercial) and infrastructure-related uses.

STAFF ANALYSIS

- Vacation Request
  The applicant is requesting to vacate a right-of-way 66 feet wide extending in a north-south direction in the southeastern portion of the site. A vacation is needed because the easement is platted (Plat Book 1, Page 59) in the Public Records. The road right-of-way is no longer needed as Via Coconut Point has been constructed subsequently to provide road access.

- Transportation
  Via Coconut Point is a four-lane divided major collector road and is under the jurisdiction of the Village of Estero. The site has approximately 3,000 feet of frontage on the west side of Via Coconut Point and proposes several access points as shown on the diagram below.

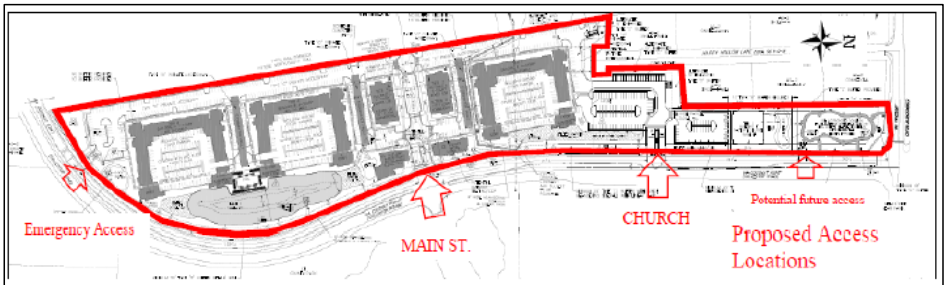


Figure 5- Access Locations

The proposed development will create 2,896 net new vehicle trips daily. The Traffic Impact Statement (TIS) evaluation of impacts in the 2025 buildout year of the project shows Corkscrew Road between US 41 and Three Oaks Parkway will continue to operate at a Level of Service (LOS) “C”, but the LOS between Three Oaks Parkway and I-75 will be a “D” due to pre-existing issues. The LOS between Via Coconut Point between Corkscrew Road and Williams Road will operate at a LOS “D”.

The TIS concludes that “No roadway capacity improvements are required on Via Coconut Point from Corkscrew Road to Coconut Road as this road segment is shown to operate within the LOS standards in 2025, both with and without the addition of the project traffic.” Intersections, include the two proposed for the development will operate at an acceptable LOS of “C”.

Staff has reviewed the TIS which resulted in some modifications, including changing the southernmost access point to an Emergency-Only access. Other items included intersection safety concerns and site distance issues which have been resolved.

- Environmental
  The project area consists of vacant land and single family residences. The submittal materials state that there are no Rare and Unique Upland Habitats on the site, nor are there any Existing and Historic Flowways.

  There are no jurisdictional wetlands or heritage trees on the site.

- Flood Issues
  The site is not located within a floodway but does fall partly within the Special Flood Hazard Area (Zone AH) and partly in the X Zone (which is outside of the Special Flood Hazard Area). Zone AH is the flood insurance rate zone that corresponds to the areas of 1 percent annual chance of shallow flooding with a constant water-surface elevation (usually areas of ponding) where average depths are between 1 and 3 feet.

  This development will need to provide mitigation for hurricane sheltering due to its location in the hurricane storm surge area. This will be determined at development order.

- Stormwater Management
  A master stormwater management system is currently in place for the area, including Estero Community Park and the Via Coconut Point right-of-way.

  The applicant proposes to collect and treat site stormwater runoff in a stormwater lake and filter marsh treatment system. Storage vaults are proposed under paved areas which will also be used to pre-treat the runoff before transfer to the lake for eventual discharge to the railroad right-of-way as permitted through SFWMD.

  Staff has reviewed the information and had requested clarification on several issues which the applicant adequately addressed. Additional stormwater review will occur at development order.

- Utilities
  Lee County Utilities has provided a letter of regarding availability of potable water and wastewater service for Via Coconut.

  Sewer service will be provided by the Three Oaks Water Reclamation Facility, and potable water will be provided through the Pinewoods Water Treatment Plant.

  A trash compactor will be used for the residential solid waste, and two dumpster locations are proposed for the commercial solid waste.

- Fire
  Estero Fire has reviewed the proposal and requested an auto-turn for the entrance and exits of the property, as well as the proposed road surface to ensure that a large fire apparatus can maneuver the roadways. The Applicant has provided this documentation and confirmed that the surface will take the weight of a large fire truck.

Estero Fire also requested an assessment model to determine necessity of radio enhancement regarding adequacy of signal strength. Staff recommends a condition to ensure that this requirement is part of the review at development order.

- Estero Planned Development Analysis
  The LDC contains criteria for Estero Planned Developments dependent upon the Tier.

- Section 3-707
  The goals of the Village Center area include creating an active and social neighborhood environment with mixed uses and a focus on walking and biking, both within and to the development. Via Coconut does not propose gates to restrict access to the site.

  - *DEVELOPMENT TIER, DENSITY, AND HEIGHT*
    The project is a Tier 3 development which allows for higher residential and commercial density mixed-use neighborhoods consistent with the goals for a "Village Center". The base density allows up to 15 units per acre, with 15.1 - 20 if incentive offers are accepted. The proposed development is requesting a density of 16.5 units per acre. (Mixed use can calculate density on the entire 20 acres.) The request for additional density requires a determination by the Council regarding the incentive offers and public benefits commensurate with the additional density.

    The applicant outlines the proposed incentive offers in its Pattern Book. Upon evaluation, staff believes the more significant offers include:

    - Main Street connection;
    - Ungated development;
    - Parking under residential buildings;
    - Vertical mixed-use;
    - Potential land donation to Village;
    - Removal of the billboard on property (suggested by staff);
    - Median landscaping on Via Coconut Point;
    - Fishing pier on lake;
    - Pocket park;
    - Dog park.

    The map below shows the public spaces proposed in the development, including the Main Street and public seating area in the center of the project and the 'linear park' on the outer edge. The public area also includes the dog park and pocket park at the south, and the potential land donation at the northern end of the site. The linear park allows for an active edge to the community, and the social vitality and gathering aspects include the lake with fishing pier, pocket park, dog park and retail area.

Figure 6- Public Areas

The incentive offers provide a level of public benefit that are, in staff's opinion, sufficient to support the requested residential density for a Tier 3 Village Center project.

Non-residential density includes 29,600 square feet of commercial which is comprised of vertical mixed use along the Main Street area, as well as a proposed restaurant near Via Coconut. There is also a potential 10,000 square foot church proposed which may alternatively be used for commercial use.

The mix of uses is an important aspect of a Tier 3 development and therefore needs to be assured from the outset through the phases of construction. The MCP includes a note pertaining to phasing. Staff is suggesting a condition in the Ordinance to ensure that the project develops as proposed.

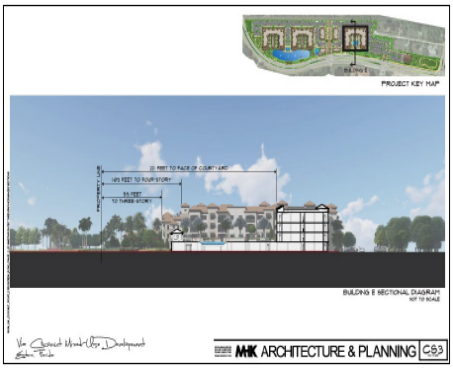


Figure 7- Cross Section of Residential Building

Height - The residential buildings anchor the site at the southern end, both in terms of activity and massing/height. A Tier 3 development is allowed a base building height of up to 60 feet and increases up to 70 feet based upon incentive offers. The Via Coconut 4-story residential buildings are proposed to be 59 feet high, inclusive of architectural details.

The applicant has attempted to minimize the massing and height of the buildings by stepping back the structure, as shown in the section left. This graphic shows the 3-story portion setback 59 feet from Via Coconut Point and a 109-foot setback to the 4-story portion of the structure. The façade is broken up in both height and scale as the u-shaped building has a second level open air amenity space above the parking garage.

The proposed Mediterranean "with Coastal" style architecture has some similar features compared to adjacent Village Center developments:

- Genova (Italianate) - The barrel tile roofs are similar, as is vertical fenestration of the facades. Genova has liner buildings to minimize the massing;

- Pavich (Old Florida) - in the use of colors with light beige and tan with bronze accents and similar design;
- Colonnade (Old Florida) – proposed continuing care project is not similar in design.

The building construction is proposed to be concrete block with a smooth stucco finish. The 4-story residential buildings will provide 4 elevators with one for each tower, while the mixed use buildings, C and D, will each have one elevator.

- Connectivity - Access to the community is via Main Street, the main entry which also allows for connections to a potential future trail on the railroad right-of-way and through to US 41. A connection is also proposed through Happy Hollow Lane. These connections could be both vehicular and/or pedestrian to allow access to and from neighborhoods west of US 41 and north of Corkscrew Road, meeting one of the goals of the EPD district.

  The linear site does pose unique challenges with regard to connectivity and much of the activity is clustered on the southern half of the site. A linear sidewalk runs the length of the project along Via Coconut Point.

  Access to Estero Park is a key factor for connectivity, however the lack of pedestrian crossings on Via Coconut Point could pose challenges to pedestrian access to the park.

Based upon the above analysis, staff recommends that the proposal is consistent with the EPD General Criteria, the Tier 3 requirements, and the requirement for public benefits and incentives.

- Review of Plan by Civic Plan Studio
  The Village retained an architect and designer from Civic Plan Studio in St. Petersburg to conduct an urban design review of this project, similar to what the Village did on the recent Estero Crossing mixed use project. Civic Plan Studio reviewed the Pattern Book and provided a professional opinion based upon best practices for walkable urbanism and placemaking. (See attached documents.) They provided suggestions which have been shared with the applicant for their consideration. There are also suggestions for the Village to consider as well. In addition to the more minor technical items and suggestions, some primary suggestions include:

  - Consideration of townhome development in lieu of a church on the proposed church parcel;
  - Crosswalk(s) for Via Coconut;
  - Consideration of a liner building to screen parking;
  - Some variation in architecture of the mixed use buildings which may be too similar to the residential buildings.

The Planning, Zoning and Design Board suggested commercial use in lieu of the additional townhomes.

COMPREHENSIVE PLAN ANALYSIS

The project is located in the Village Center, an area that the Comprehensive Plan describes as the heart of the Village of Estero. This area has specific goals to create socially vital centers which could support relatively intense commercial and residential development. The walkable, mixed use areas have anticipated uses that include housing, employment, hospital, shopping, office, hotel, recreation, park and civic uses.

Comprehensive Plan Policies

FLU-1.1.1 *This policy supports high quality development standards, pedestrian circulation, and community amenities; and encourages higher density, compact mixed-use development;*

Staff Comment: Via Coconut EPD is a higher density development (16.5 du/ac) that proposes compliance with the high quality and visual appearance desired by the Village. The mix of uses includes non-residential commercial and church uses, but the development is primarily a residential development. There is an element of vertical mixed use to support the Tier 3 designation.

FLU 1.2.10 Village Center
Village Center is that area in the heart of the Village that is intended to include a hub of activity and commercial/residential mixed uses that create a social center that is walkable, safe, and attractive, and located proximate to existing residential neighborhoods, state parks and the Estero River, and major transportation corridors.

Staff Comment: The policy defines the future development of the center of the Village, and Via Coconut is in compliance with many of the goals of this policy. The proposed Tier 3 development includes:

- The provision of public benefits, including a 1-acre land donation to the Village, enhanced buffers and landscaping, median landscaping, public dog park and pocket park, fishing pier, first level screened residential parking, and Main Street connector;

FLU-1.9.1 MIXED USE DEVELOPMENT FORM. *The Village encourages mixing of complementary residential and nonresidential uses on a single site to reduce vehicle miles travelled, support pedestrian, bicycle and transit opportunities and activate street and public spaces with pedestrians for greater economic, recreational and social opportunities resulting in built environments and landscapes that provide a true sense of place*

Staff Comment: Via Coconut placemaking features include urban green space in the linear park and pocket park. There is some hidden parking for the residential units, a filter marsh is provided as an environmental feature, and the project has vertical mixed use in the center of the site. There are pedestrian connections. All of these components will create a defined and active community with pedestrian and bicycle interconnections.

DEVIATIONS

The applicant requested ten deviations from the Village's Land Development Code, but has withdrawn three. Discussion of each request along with the applicant's explanation and staff recommendations are below.

1. **Request from Land Development Code (LDC) 10-416(c)(2)c. to allow minimum 10-foot internal landscape areas. All required internal landscape areas area now proposed to meet the minimum 18-foot dimension.**

   WITHDRAWN

2. **A request to deviate from Land Development Code (LDC) 5-411.D.5. which states that no code required trees or shrubs may be located in any utility or drainage**

easement to allow code required plantings where the drainage easement for the filter marsh by Building E abutting Via Coconut Point conflicts with the buffer.

Applicant Justification: The development plan incorporates best practices for compact surface water management design to minimize impacts on connectivity and walkability by incorporating the below features consistent with LDC Section 3-707.K.:

a. Unified surface water management system for entire tract;
b. Includes deviations addressed below to minimize the amount of land devoted to lakes and to allow flexibility in the lake maintenance easements (Deviation 4); to allow for a higher percentage of bulkheads (Deviation 3); and to allow reduced setbacks along a collector roadway (Deviation 5);
c. Proposed underground storage vaults as encouraged in Tier 3 to include storm water detained underground;
d. Provides filter marshes.

The LDC allows utility or drainage easements to encroach into required buffers; however, no code required trees or shrubs may be located in any utility or drainage easement unless a written statement is provided by the entity holding the beneficial interest in the easement. The project has a unified surface water management system so the entity holding the beneficial interest will be the property owner's association.

Staff Comment: Staff has reviewed this request and no issue was identified with the deviation.

Staff recommends APPROVAL of the deviation limited to the filter marsh abutting Building E.

3. **A request to deviate from Land Development Code (LDC) 5-408.I.6. which states hardened shoreline structures may comprise up to 20 percent of an individual lake shoreline; to allow hardened shoreline structures to comprise up to 40 percent.**

Applicant Justification*:* The compact design practices incorporate public amenities that foster social vitality and walkability in the Village Center area. This minimizes the amount of land devoted to lakes and potential impacts on connectivity and walkability.

A compensatory littoral zone equal to the linear footage of the shoreline structure will be provided within the same lake meeting the following criteria:

a. A five-foot wide littoral shelf planted with herbaceous wetland plants to provide 50 percent coverage at the time of planting. To calculate the littorals for this shelf design, indicate the number of linear feet of shoreline multiplied by 50 percent for the plant coverage at the time of planting; or
b. An 8:1 slope littoral shelf with herbaceous wetland plants to provide 50 percent coverage at the time of planting; or
c. An equivalent littoral shelf design as approved by the Director.

The deviation enhances the achievement of the objectives of the planned development and will preserve and promote the general intent to protect the public health, safety, and welfare.

Staff Comment: Staff agrees that this deviation will minimize the lake area needed while providing for stormwater management and an amenity for residents and the general public. The deviation enhances the development.

Staff recommends APPROVAL for those portions of the lake that abut Buildings A & B and the pool area between those buildings. The equivalent littoral shelf design will be reviewed at time of development order.

4. **A request to deviate from Land Development Code (LDC) 7-601.F.1. which requires 20-foot wide lake maintenance easements to allow no lake maintenance easement areas along Via Coconut Point and to allow the lake maintenance access areas as shown on the master concept plan.**

   Applicant Justification: Again, compact design practices and fostering social vitality and walkability is the justification for this deviation. This deviation would reduce the land area devoted to surface water management areas and achieve the urban design sought in Tier 3 developments in the Village Center.

   Staff Comment: Adequate information has been provided regarding access to the lake for maintenance purposes.

   Staff recommends APPROVAL of the deviation adjacent to buildings, pool area, and parking lots as depicted on MCP.

5. **A request to deviate from Land Development Code (LDC) 7-206.G.3.A.1(b) which requires a setback for water retention of 50 feet for collector roads to allow a water retention setback of 30 feet from Via Coconut Point.**

   Applicant Justification: The LDC allows deviation of this standard to be authorized by the Director. The applicant seeks to reduce the land area dedicated to water management in order to adhere to the principles of a compact development, and has included other practices such as filter marshes and underground vaults to promote this principle. The sidewalk, enhanced landscaping and a non-mountable curb will further screen and protect the area from pedestrians and the travel lanes of Via Coconut. The applicant provided a graphic to show the view of the lake from the travel lanes of Via Coconut.

   Staff Comment: The applicant has shown that the lake will be 41 feet and the filter marsh will be 43 feet from the travel lanes of Via Coconut Point resulting in minimal safety concerns. A non-mountable curb and buffer landscaping will protect wayward vehicles.

   Staff recommends APPROVAL as shown on the Master Concept Plan, and with the non-mountable curb features.

6. **A request to deviate from Land Development Code (LDC) 10-416(d)(6) which requires a wall setback 25 feet from the property line or a hedge setback 20 feet from the property line when roads, drives or parking areas are located less than 125 feet from an existing single-family residential lot; to allow an alternate Type C Buffer enhancement with the wall setback 15 feet from the property line.**

   WITHDRAWN

7. **A request to deviate from Land Development Code (LDC) 5-204.B.1. non-residential parking requirement to allow 29,600 SF of commercial uses to provide 1 parking space per 450 square feet to allow the place of worship to provide 1 parking space per 5 seats, and to allow a total of 8 amenity parking spaces.**

   Applicant Justification: Compact design practices and public amenities foster social vitality and walkability in the Village Center area. LDC Section 3-707.R.4.B regarding public benefits and Incentive Offers in Tier 3 states:

   > "Off-street parking. (Medium-High Value). Development plans with deviation requests for reduced on-site parking levels which are accompanied by plans for either centralized off-street parking or structured parking facilities especially in non-residential areas will be viewed as high value offers. Such plans may include requests for deviations to reduce the required number of on-site parking requirements under the Land Development Code."

   Total parking required by the LDC is 982 spaces or 1,011 spaces with outdoor seating, while parking proposed with deviation is 891 spaces. This results in a reduction of 9.3-11.9% (the latter with outdoor seating) of the required parking. The mixed use project is under unified control with shared centralized off-street parking with varying peak use times. Bicycle parking will be provided.

   Staff Comment: The applicant has provided sufficient demonstration to support the 9-12% reduction of parking.

   Staff recommends APPROVAL of this deviation for reduction in parking. If a church is not developed, parking will be calculated per code for the alternative uses.

8. **A request to deviate from Land Development Code (LDC) Appendix C Section B.14.A.1 and illustration Appendix D Section D.1. which requires 24-foot pavement for Category A private local streets to allow 11-foot travel lanes or 22-foot pavement on the proposed Main Street (connecting street) as shown on the MCP. Minimum right-of-way widths shall not apply;**

   Applicant Justification: This deviation is included in Section 2-506.C.2 where administrative deviations are authorized. The proposed development incorporates compact design practices while including several public amenities fostering social vitality and walkability in the Village Center area. The request allows further compactness by allowed reduced land area devoted to pavement, and Comprehensive Plan Policy 1.9.4.3 encourages narrow lane widths and on-street parking. The deviation enhances the achievement of the objectives of the planned development and will preserve and promote the general intent to protect the public health, safety, and welfare.

   Staff Comment: Staff does not believe there is an issue with the minimal reduced lane width from 12-foot lanes to 11-foot lanes, as this can function as traffic calming in a high activity area.

   Staff recommends APPROVAL limited to the "Main Street".

9. **A request to deviate from Land Development Code (LDC) 3-707.H.3.A and Figure 3-707.T.3 which provide typical cross-sections of connecting streets to allow the proposed Main Street (connecting street) as shown on the MCP;**

- From 10.5-foot travel lanes to allow 11-foot travel lanes;
- Add 5-foot bike lanes;
- From 7.5-foot parking dimension to allow 8-foot parking dimension;
- From 14-foot sidewalk with tree wells to allow two 8-foot sidewalks with a 13.5-foot planting strip.

Applicant Justification: The incorporation of compact design practices into the Tier 3 development fosters social vitality and walkability in the Village Center area. This deviation allows further compactness by reducing land area devoted to pavement. Variations are allowed by deviation depending on the uses along such streets and as long as the provisions of the General Criteria in Section 3-707.B are met, including without limitation, the goals of connectivity and walkability. The General Criteria is met or exceeded. Comprehensive Plan Policy 1.9.2.F.1 encourages narrow lane widths and on-street parking. The deviation enhances the achievement of the objectives of the planned development and will preserve and promote the general intent to protect the public health, safety, and welfare.

Staff Comment: This deviation seeks to allow for a cross-section that includes bike lanes and slightly increases the lane and parking widths. The addition of a 13.5-foot planting strip and reduction of sidewalk widths from 13 feet to 8 feet is an alternative design that will provide sufficient pedestrian and bike access on Main Street.

Staff recommends APPROVAL limited to the “Main Street”.

10. **Request to deviate from Land Development Code (LDC) 34-2013(a) and 34-2015(2)d to allow back out parking along the proposed Main Street connector road.**

    WITHDRAWN

FINDINGS OF FACT

Staff has proposed findings of fact below for Council consideration:

1. The applicant has provided sufficient justification for the zoning amendment by demonstrating compliance with the Comprehensive Plan, the Land Development Code, and other applicable codes.

2. The request with the proposed conditions will meet or exceed all performance and locational standards set forth for the potential uses allowed by the request.

3. The request is consistent with the densities, intensities and general uses set forth in the Village of Estero Comprehensive Plan.

4. The proposed uses are compatible with existing or planned uses in the surrounding area and will be served by streets with the capacity to carry traffic generated by the development.

5. Urban services are available and adequate to serve the proposed use.

6. The request will not adversely affect environmentally critical areas and natural resources.

7. The mix of uses is appropriate at the subject location.

8. The deviations recommended for approval:

   a. Enhance the planned development; and

   b. Preserve and promote the general intent of the LDC to protect the public health, safety and welfare.

9. The proposal, as conditioned, is consistent with the general criteria of the Estero Planned Development zoning district as follows:

   a. Goals The mixed-use nature of the site will promote social vitality in the area and create a walkable community.

   b. Reasonable Standards The applicant has used physical form and the relationship of the building with the landscaping and public space to meet the Village Center goals.

   c. Accessibility Accessible public spaces are provided, and onsite interconnections and connections with adjoining properties align with the objectives of the Village Center.

   d. Streets A connected street network has been designed to allow for future connections to the west and to Happy Hollow Lane.

   e. Street Design The street design includes pavers to delineate the entry, and crosswalks in the commercial area will promote walkability.

   f. Lots and Blocks The linear site does not allow for a standard grid lot and block layout but connectivity is proposed to the north and the west.

   g. The Visual Edge A visual edge is created by the landscaping and linear park/sidewalk along Via Coconut Point.

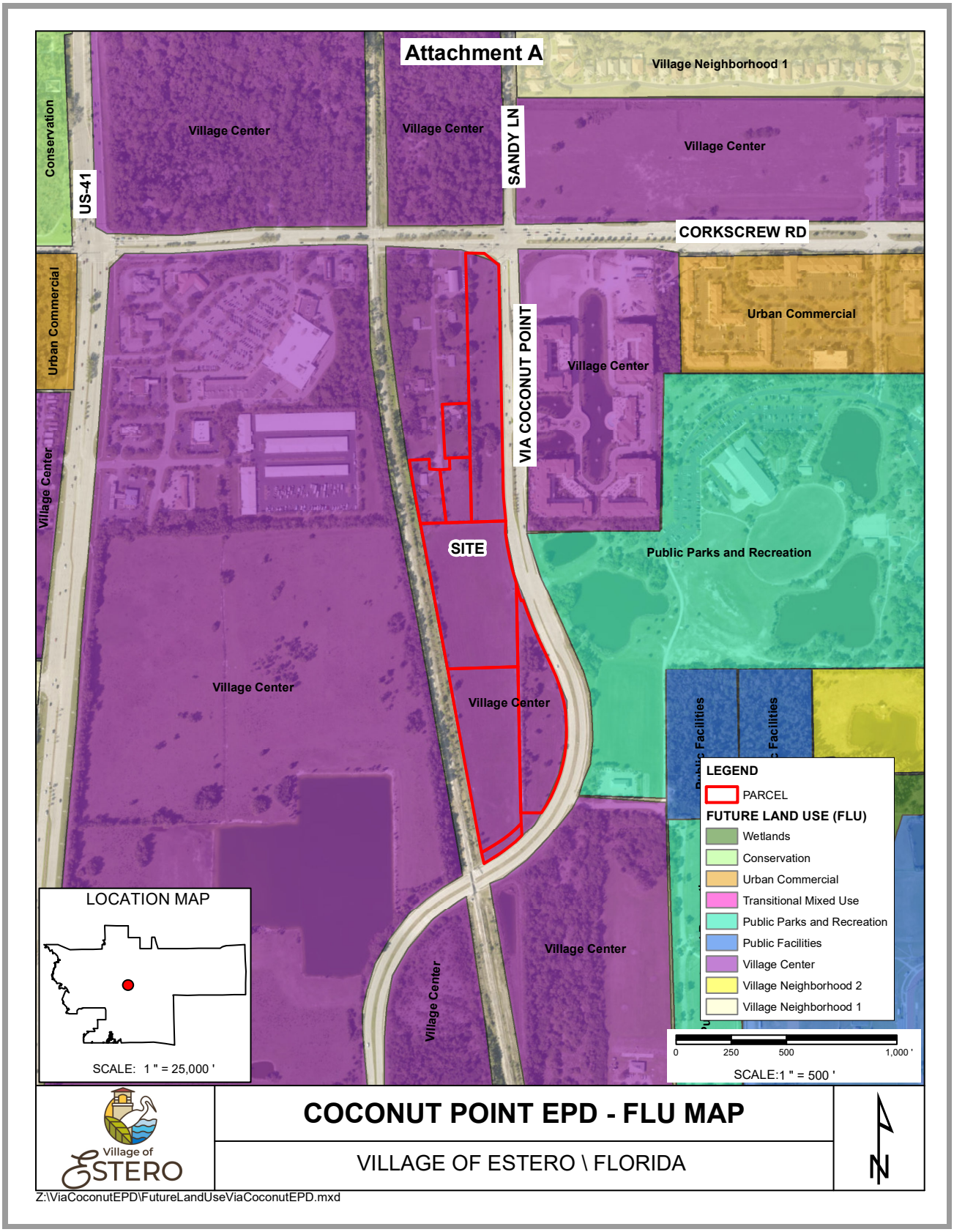
   h. Architecture The building design and colors are consistent with the Village architectural standards, and the massing of the buildings has been minimized with the use of step backs, varying roof heights and facade fenestration.

   i. Quality of Buildings Concrete block construction is proposed, and elevators will be in all buildings over two stories.

Staff recommends approval of the rezoning, subject to the conditions included in the Council Ordinance, and approval of the right-of-way vacation.

ATTACHMENTS

A. Future Land Use Map
B. Zoning Map
C. Tiered Development Plan (Master Concept Plan)
D. PZB Public Information Meeting Information
E. DRB Public Information Meeting Information
F. Civic Plan Studio Review Document
G. Applicant Comprehensive Plan Compliance Narrative


Attachment A
Village Neighborhood 1
Conservation
Village Center
Village Center
SANDY LN
Village Center
US-41
CORKSCREW RD
Urban Commercial
Urban Commercial
VIA COCONUT POINT
Village Center
Village Center
SITE
Public Parks and Recreation
Village Center
Village Center
Public Facilities
Village Center
Village Center
LEGEND
PARCEL
FUTURE LAND USE (FLU)
Wetlands
Conservation
Urban Commercial
Transitional Mixed Use
Public Parks and Recreation
Public Facilities
Village Center
Village Neighborhood 2
Village Neighborhood 1
LOCATION MAP
SCALE: 1 " = 25,000 '
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250
500
1,000 '
SCALE:1 " = 500 '
Village of ESTERO
COCONUT POINT EPD - FLU MAP
VILLAGE OF ESTERO \ FLORIDA
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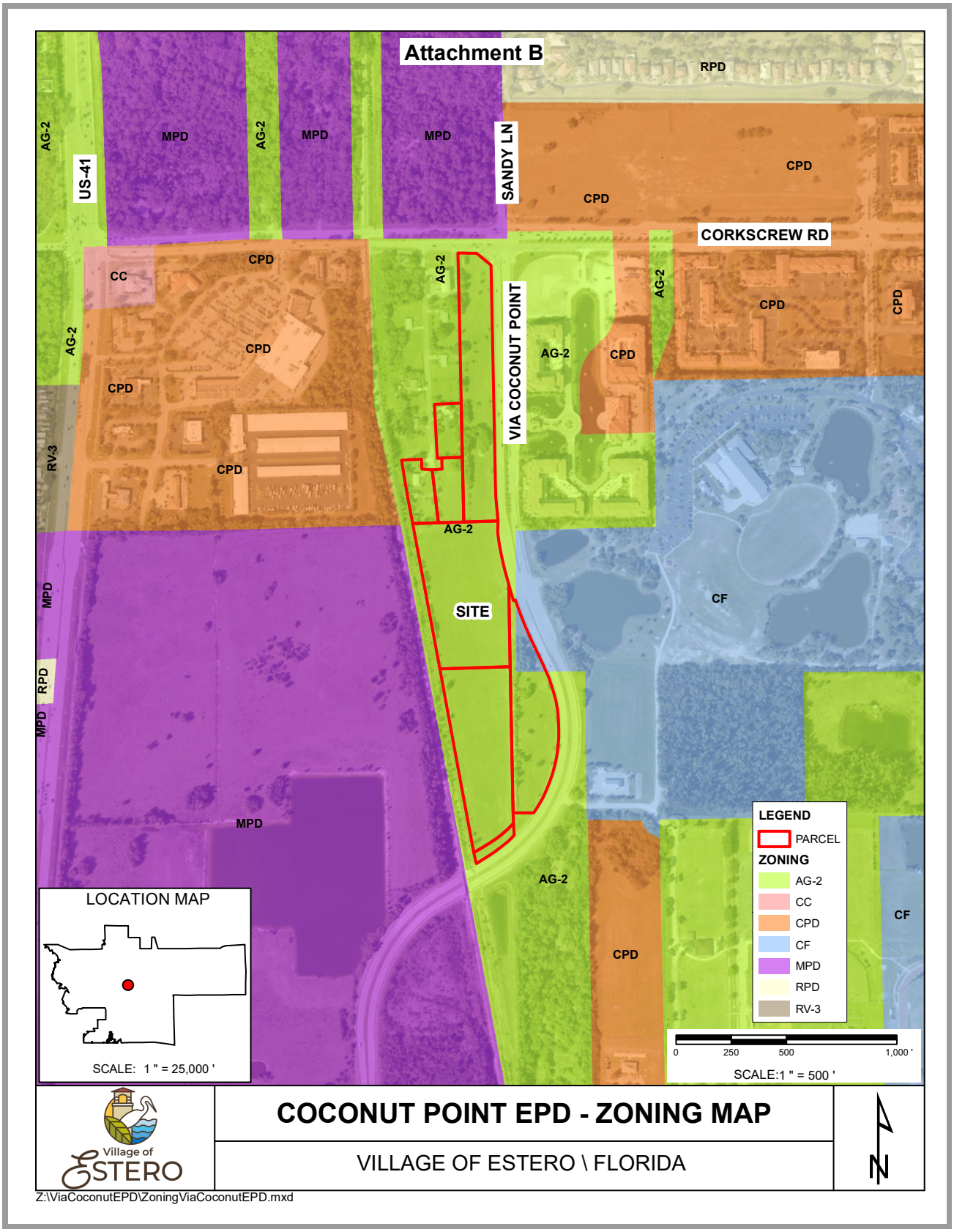
Attachment B
US-41
SANDY LN
CORKSCREW RD
VIA COCONUT POINT
SITE
AG-2
CPD
MPD
RPD
RV-3
CC
CF
LEGEND
PARCEL
ZONING
AG-2
CC
CPD
CF
MPD
RPD
RV-3
LOCATION MAP
SCALE: 1 " = 25,000 '
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250
500
1,000 '
SCALE:1 " = 500 '
COCONUT POINT EPD - ZONING MAP
VILLAGE OF ESTERO \ FLORIDA
Village of ESTERO
N
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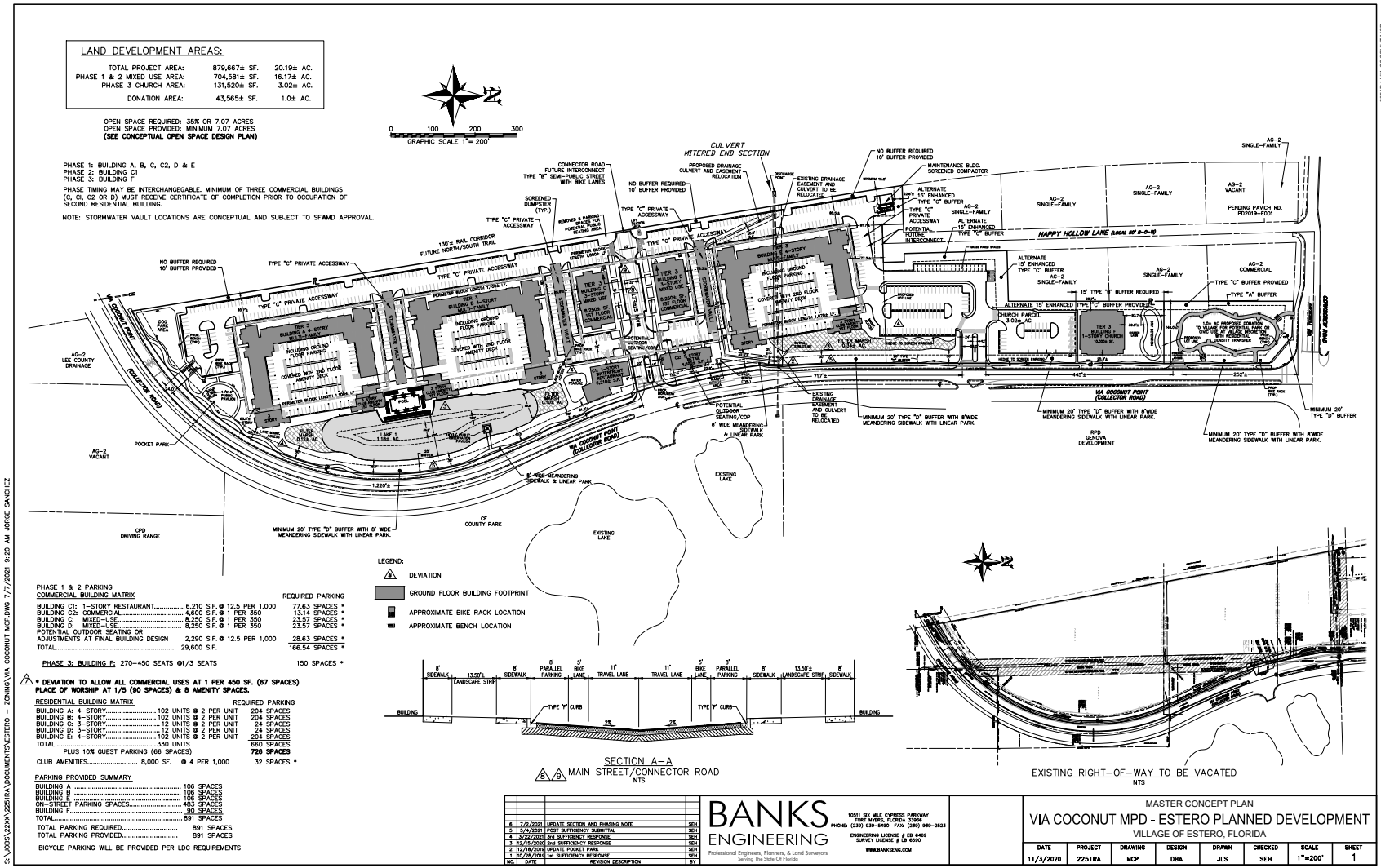
Attachment C



Attachment D

BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors

Via Coconut MPD
Estero Planned Development
Summary of Planning & Zoning Board
Public Informational Meeting

The applicant presented the proposed Via Coconut MPD Estero Planned Development at a Public Informational Meeting before the Planning and Zoning Board on January 21, 2020. The request was agenda item no. 5(c)(1).

The applicant presented the proposed rezoning from AG-2 to a Tier 3 Estero Planned Development. Although the official minutes are not available at this time, below is an excerpt of the January 22nd Article and Meeting Summary posted on the Village of Estero Website.

Public Information Meeting

Via Coconut MPD

A public information meeting was then conducted for the property called Via Coconut located south of Corkscrew Road, west on Via Coconut Road across from Genova.

This property is under review for a rezoning which would allow for 330 multi-family dwelling units and a maximum of 59,600 square feet of commercial retail/office or medical office space with an option to convert 30,000 square feet of commercial space to 124 hotel rooms.

The applicant described this mixed-use development to include a linear park, pocket park, dog park, filter marshes and water features throughout, a waterfront restaurant, a resort-type pool, public pavilion over the lake, lush landscaping, 330 luxury residential units with commercial store fronts along the main street. Their target residents include empty nesters/retirees and young professionals, with rents in the range of $2,000 monthly.

The architecture is considered British West Indies with varying roof lines; the maximum height will be at 59 feet for elevator towers or decorative embellishments. The buildings will be white accented with dark bronze, include stone cladding, awnings and Bermuda shutters.

There will be three paver enhanced entrances to the development from Via Coconut Road. The applicant will also be providing landscaping for the Via Coconut Road medians.

Public Comment: Four Genova residents spoke of their concerns regarding stormwater issues, parking and the number of residents in the proposed Via Coconut community.

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Planning and Zoning Board questions/comments:

Question: What do you mean when you say high end rental and then say you are providing diverse alternative housing – how does that match? (how is product adding to diversity in the Village Center Area?)

Response: The proposed product type adds to the diversity of housing alternatives in the Village Center Area as a whole. There is senior housing to the northeast, gated condominium community to the east, workforce housing to the south and the subject request adds luxury apartments in a mixed-use community.

Comment: Meet with Genova prior to returning

Response: The applicant held a meeting with the Genova residents at the Genova Club Room on February 12, 2020 at 11:00 a.m. Approximately 47 individuals attended the meeting and expressed comments and questions similar to those raised at the Public Information Meeting with a consistent theme from majority of resident that showed up and reflected by a raise of hands was the request for removal of the hotel use. There were a number of positive comments as well but the hotel use was causing a grave concern. As a concession and consistent with the applicant's philosophy to being a good neighbor and after deep consideration, the applicant has decided to remove the hotel from the request.

Notice for this meeting was was provided as follows:

- **Genova community newsletter on February 7, 2020**
- **Notice posted at Genova club house on February 7, 2020 (attached with sign-in sheets and photos)**
- **Notice emailed to attendees that filled out comment cards at the Village of Estero Planning & Zoning Board meeting on January 21, 2020**

Question: Condos or Rentals?

Response: The project will consist of luxury rentals.

Question: What is the target market/demographics/rent?

Response: The applicant is targeting 2 major groups: empty nesters/retirees, and young professionals, with or without children. At the Public Information Meeting, it was stated that the Via Coconut project would likely average $1.74 per SF; about $2,000/month. The local average is $1.65/SF. We anticipate rates ranging from 1-bedroom at ±752 SF at $1,800 – 3-bedroom at ±1,287 SF at $2,500.

Question: Will you allow vacation rentals?

Response: That is not anticipated nor the intent. Typically 6, 9 or 12-month leases. Any subleases require review and approval.

Question: Will there be a playground for children?

Response: The proposed plans do not include a playground, but have several open space areas for playing and interacting in both the internal amenities and within the public amenity areas.

Question: Where will Main Street residents park?

Response: The Mixed Use luxury apartment residents on Main Street will park in one of the many parking spaces provided in the shared parking lot provided for the public, retail users and residents.

Question/Comments: How much of a parking reduction are you requesting? Would like to understand thought process. The number of necessary parking spaces is seriously underestimated.

Response: Deviation 7 is a request to deviate from Land Development Code (LDC) Section 34-2020(b) non-residential parking requirements to allow 29,600 SF of commercial uses to provide 1 parking space per 450 square feet and to allow a total of 8 amenity parking spaces.

Justification: The proposed Tier 3 mixed-use development design incorporates compact design practices while incorporating several public amenities fostering social vitality and walkability in the Village Center Area. LDC Sec. 33-518(g)(2) regarding Public benefits and Incentive Offers in Tier 3 states,

"Off-street parking. (Medium-High Value). Development plans with deviation requests for reduced on-site parking levels which are accompanied by plans for either centralized off-street parking or structured parking facilities. especially in non-residential areas will be viewed as high value offers. Such plans may include requests for deviations to reduce the required number of on-site parking requirements under the land development code."

The parking calculations for the proposed development plan per LDC requirements are shown below:

Restaurant: 6,210 SF @ 12.5 per 1,000 =	**77.63**	
Potential Outdoor Seating or Adjustments at Final Building Design: 2,290 SF @ 12.5 Per 1,000 =	**28.63***	
Retail/Office: 21,100 SF @ 1 per 350 =	**60.29**	
Church: Up to 450 seats @ 1/5 seats =	**90**	
Multi-Family: 330 DU @ 2 per unit =		**660**
Plus 10% for guests =		**66**
Amenity: 8,000 SF at 3.5 per 1,000 =	**28**	
Total Parking Per LDC =	**982 spaces (1,011 spaces if outdoor seating or adjustments*)**	
Total Parking Provided with Deviation =	**891 spaces (only 9.3% reduction or 11.9% if outdoor seating or adjustments*)**	

Tier 3 considers reduced parking a medium-high value incentive offer that is highly encouraged, however does not provide specifics for the amount of reduction. It has long been documented and recognized in the Estero LDC and Lee County LDC that mixed use projects have reduced parking demands. The Estero LDC provides for parking reductions ranging from 20% to 60% for compact communities and the Lee County LDC provides for parking reductions ranging from 40% to 60% for properties in the Mixed Use Overlay. Although the project is not a Tier 4 compact community, the requested reduction of 9.3-11.9% is minimal compared to these existing code reduction examples provided for mixed use projects.

The proposed development is mixed use under unified control with shared centralized off-street parking with varying peak use times making the requested parking reduction

appropriate for the compact development plan. Bicycle parking will be provided pursuant to code requirements. The design of the off-street parking lots are thoughtful, appropriately buffered, and traffic calming. The residential buildings have been uniquely designed to provide ground level parking areas covered with a second-floor amenity deck surrounded on 3 sides by the 4-story buildings scaled down to three stories closest to Via Coconut and a single-story façade screening the parking area from Via Coconut. The proposed development is an urban mixed-use development with reduced parking ratios as encouraged by the Estero PD zoning district. All parking spaces that are not located within the residential buildings will be available as common parking spaces for the development. There are 483 common parking spaces located within the pedestrian shed of the mixed-use commercial area plus an addition 90 church spaces which way exceeds the 167 spaces that would be required for commercial uses without the requested deviation. The project is for neighborhood commercial uses and residential uses, not cinemas or high parking demand uses. Some of the customers will be from the residential uses on-site which will not require parking spaces. It should be noted that the provided 2 parking spaces per unit for the residential does not take into consideration the number of bedrooms per unit which results in a lower parking demand. A recent multi-family parking demand study was conducted and submitted as part of a rezoning application in Lee County and is attached for reference. The study found an average highest parking demand based upon number of units of 1.39 spaces per unit and an average highest parking demand based upon number of bedrooms of 0.83 spaces per bedroom. The study included guest and clubhouse parking in these rates. The study also provided the highest ITE Parking Generation Manual, 5th Edition rates for LUC 221 – Mid-Rise Multi-Family of 1.31 per dwelling unit and 0.77 per bedroom. Although not yet finalized, the anticipated unit mix is 73 one-bedrooms; 206 two-bedrooms and 51 three-bedrooms for a total of 638 bedrooms. Below is a summary of the residential parking demands for the Via Coconut Development utilizing the calcluations found in the study:

	Average Highests Parking Demand Per Unit – Study (1.39)	Average Highest Parking Demand Per Bedroom – Study (0.83)	ITE Parking Generation Per Unit (1.31)	ITE Parking Generation Per Bedroom (0.77)
330 Units/±638 bedrooms + 10% guests and 8,000 SF clubhouse	459	530	432	492

Based on this study, the maximum amount of parking spaces required would be 530 spaces, inclusive of guest and clubhouse versus the 754 parking spaces required per the Village of Estero Land Development Code for the 330 dwelling units at 2 spaces per unit plus 10 percent for guests and 3.5 spaces per 1,000 square feet of the 8,000 square feet of clubhouse area. This results in a reduction of 224 spaces demonstrating that ample parking is provided for the proposed uses. The requested deviation is a reduction of 120 spaces.

It should also be noted that in the City of Bonita Springs, the parking required would be 97± parking spaces less based upon a requirement of 1.5 spaces per 1-bedroom and 1.75 spaces per 2-bedroom unit for the current unit mix. The City of Fort Myers also has a requirement of 1.5 spaces per 1-bedroom unit.

This deviation is internal to the site and has no impact to surrounding properties. The deviation enhances the achievement of the objectives of the planned development and will preserve and promote the general intent to protect the public health, safety and welfare.

Question - Asked if there are elevator towers
Response: Some of the towers are elevators and some are architectural embellishments.

Question: Is the meandering pathway the existing sidewalk?
Response: The existing sidewalk is ±5 feet which is being redeveloped and expanded to 8 feet in width.

Question: Will there be any (outdoor/recreational) equipment in the pocket park?
Response: There is a shade structure and open lawn play area.

Question: What is the acreage of the pocket park and the dog park?
Response: Below is a summary of the public amenity areas:
±3.65 acres of public benefit space (18% of project area) designed to benefit the citizens of the Village of Estero including:

- **±1-acre land donation to Village of Estero with density transfer**
- **±1.72 acres/±0.5-mile Linear Park with 8' sidewalk, lush landscaping, pavilion, fishing pier, benches**
    - **Additional ±0.19 acre/±0.05 mile located on donation parcel for total of ±1.91 acres and ±0.55 mile Linear Park**
- **±0.23 acre lawn area with pavilion**
- **±0.18 acre Dog Park**
- **±0.52 acre Main Street/Connector Street *with bike lanes for future connection to Estero Park, railway parcel to west & eventually US 41***

*Question: Is that parking along the west area of the site and i*s the turning radius enough for fire equipment even when lots is full?
Response: Yes, there is parking along the west side and the radius is adequate and was run with the fire equipment when the lot is full. As indicated at the meeting, Village staff sends the application to the Fire District for review prior to approval.

Question: How many swimming pools are there?
Response: The previous plans had one swimming pool, however an additional swimming pool has been added on the northern residential building E amenity deck for a total of two swimming pools.

Question: Is there a fitness area, with tennis, Pickleball courts, etc?
Response: There are no tennis or pickleball courts proposed. There are open areas on internal amenity decks and within the public lawn area and pavilion for outdoor yoga or exercise opportunities as well as the linear park and meandering sidewalk. Each of the residential buildings include a club amenity area on the first floor in one corner of the building. Fitness studios may be some of the users in the neighborhood commercial and mixed use area.

Question: Have you considered an emergency alert/blue light system for parking areas?

Response: The applicant's team has found on other projects that a phone in an individual's pocket is quicker than a blue light system. Additionally, the blue light system can sometimes cause a negative effect by giving the perception that the subject area is not a safe place.

Question: If a non-resident wants to fish in the pond, where will they park?
Response: They will park in one of the many available parking spaces. The revised plan provides additional common parking spaces since prior submittal.

Question: What is the number of covered vs. uncovered parking?
Response: There are 891 spaces total: 483 on street plus an addition 90 church spaces (uncovered) and 106 covered per residential building (318 total covered).

Question: How much open space is provided and how much pervious vs. impervious surfaces? Landscape plans call out impervious 534,000 SF and pervious 178,000 SF
Response: The previous plan proposed 30% open space. The plans have been revised to reflect 35% open space for the mixed use project. Open space and impervious surface areas are not always the same, for instance public use areas such as plazas may count as open space even if they are impervious and up to 20% of recreation open space areas may consist of impervious surface.

Question: Will the entire property be irrigated and where will the water come from – lake or well?
Response: The entire property will be irrigated as required by code. Details have not been worked out yet and will be determined at the time of development order. Typically irrigation is provided from the lake with a recharge well to fill the lake if necessary.

Question: What is the plan for the landscaping along Via Coconut
Response: Landscape planting in Via Coconut Point median will be consistent and compatible with that which is provided to the north by Genova.

Comment: Stormwater retention is a serious concern among the Board. With 12.28 AC of impervious surface, there are questions regarding the site's ability to adequately deal with stormwater. Looking at 100 year rain events.
Response: This project was already included in a 2008 agreement between Lee County and property owners for a drainage pipe for this property, Genova property and Via Coconut Point. The project will not exceed the approved discharge rate. SFWMD will review the stormwater management system to assure we do not negatively impact stormwater in the area. The property currently has an uncontrolled discharge and through the review process we will be required to meet an established discharge rate which will improve drainage in the area.

Comment: Board stated they wanted stormwater retained in parking lot with a lower elevation than the building and parking underneath.
Response: This project was already included in a 2008 agreement between Lee County and property owners for a drainage pipe for this property, Genova property and Via Coconut Point. The project will not exceed the approved discharge rate. SFWMD will review the stormwater management system to assure we do not negatively impact stormwater in the area. The property currently has an uncontrolled discharge and through the review process we will be required to meet an established discharge rate which will improve drainage in the area. The stormwater system will be designed to

protect the parking and buildings from flooding.

Comment: Board thought the railroad ditch wouldn't hold much water.
Response: This project was already included in a 2008 agreement between Lee County and property owners for a drainage pipe for this property, Genova property and Via Coconut Point. The project will not exceed the approved discharge rate. SFWMD will review the stormwater management system to assure we do not negatively impact stormwater in the area. The property currently has an uncontrolled discharge and through the review process we will be required to meet an established discharge rate which will improve drainage in the area. The railroad ditch will be used for conveyance to the Estero River and not for storage.

Comment: Need more information on the 2.3 acre commercial
Response: The request has been revised to remove the hotel use and the parcel is proposed to include a 10,000 SF place of worship and a land donation to the Village of Estero for park or civic use while transferring the residential density and utilizing the open space from the parcel. The Master Concept Plan and Pattern Book have been revised to reflect a conceptual plan for this area.

Question: Is the 2.3 AC of future commercial development included in the Open Space calculations?
Response: The 2.3 acre future commercial development previously presented was to provide its own open space requirement when developed. The previous plan proposed 30% open space for the project. The plans have been revised to reflect 35% open space for the mixed use project. Open space and impervious surface areas are not always the same, for instance public use areas such as plazas may count as open space even if they are impervious and up to 20% of recreation open space areas may consist of impervious surface.

Question: What is the mix of studio, 1,2,3 bedroom apts.?
Response: The current intended mix is provided below:

- **1 Bd – 73**
- **2 Bd – 206**
- **3 Bd – 51**

Comments: Concerns about the parking on Main Street: it could become a bottleneck; don't like the parallel parking; ingress/egress concerns, especially during rush hour; and the public parking for retail, parks, fishing, restaurants. Concerned people will park on Via Coconut Point. It is too long to walk to public amenities from Main Street.
Response: They will park in one of the many available parking spaces. The revised plan provides additional common parking spaces since prior submittal. Please see parking deviation and justification provided in previous response.

Comments: Board wants applicant to remember that this development will be a transition site from residential areas to the Town Center. It is important that it not be too dense or mass.
Response: The request has been revised to remove the hotel use and the parcel is proposed to include a 10,000 SF place of worship and a land donation to the Village of Estero for park or civic use while transferring the residential density and utilizing the open space from the parcel. The Master Concept Plan and Pattern Book have been revised to reflect a conceptual plan for this area.

Question: Could fire/rescue access be provided to the development through Happy Hollow Lane?

Response: The Master Concept Plan demonstrates a potential future interconnect with Happy Hollow Lane. The applicant agrees to a condition that an access easement for a potential future interconnect will be provided.

Question: Will the noise from the trash compactors (?) on the north perimeter disturb the single family residents?

Response: An enclosure is required around the trash compactor and an enhanced buffer with a wall is provided between the compactor and the adjacent single-family residences which are on AG-2 zoned property with the house setback approximately 130 feet from the property line.

Comment: Board said too dense and urged to think about density

Response: The applicant began preliminary meetings and coordination with Village staff around 2 years ago. One of the initial plans presented at the meetings included higher density with taller buildings and did not include the desired connector street. The applicant proactively adjusted their requested density and height early on in the process and added the desired connector road and provided multiple public incentives. Below is a chart comparing the proposed plan from November 2018 to the current plan.

November 2018 Proposed Plan	**Current Proposed Plan**
523 units **(20 units per acre on 26.15 acres)** **Gated access** **Bifurcated commercial and residential**	**330 units - ±37% reduction** **(16.4 units per acre on 20.19 acres)** **Non-gated access** **Vertically & horizontally integrated mixed use buildings**
4-5 stories	**3-4-stories - 1 story reduction** **Minimized massing with tiered building heights and screened parking**
44,600 SF commercial	**±29,600 SF commercial & 10,000 SF church** **(removed hotel for Genova)**
no connector street and no public amenities	***Connector street and several public amenities:*** ***- ±3.65 acres of Public Amenities (18% of project area) including:*** ***• ±1 acre land donation to Village of Estero with residential density transfer (frontage constructed with linear park with 8' sidewalk and lush landscaping)*** ***• Main Street connector street (±0.52 ac) with bike lanes for future connection to Estero Park, railway parcel to west & eventually US 41*** ***• ±1.91 acres/±0.55-mile Linear Park with 8' sidewalk, lush landscaping, fishing pier, benches, etc.*** • ***±1.72 acres/±.5-mile plus additional ±0.19 acre/±0.05 mile located on donation parcel***

- ***±0.23 acre Lawn area with pavilion***
- ***±0.18 acre Dog Park***

Comment: Recommend we meet with Fire District regarding front of buildings/courtyards
Response: As indicated by Ms. Gibbs at the meeting, the Fire District will be sent plans as part of the staff review. It is assumed that the buildings and parking will be sprinkled.

Comment: Commend the group for taking public facilities into consideration. A big one worked on 20 years ago is allowing the connection to Estero Community Park.
Response: Acknowledged. Thank you.

Comment: Have not seen another project do this with the public amenities – bravo.
Response: Acknowledged. Thank you.

Public Comments from Genova Residents

Comment/Question: Very concerned about the stormwater management and the maintenance of the system. Do not want the flow blocked or backing up. Will there be a perpetual maintenance agreement for railway ditch?
Response: This project was already included in a 2008 agreement between Lee County and property owners for a drainage pipe for this property, Genova property and Via Coconut Point. The project will not exceed the approved discharge rate. SFWMD will review the stormwater management system to assure we do not negatively impact stormwater in the area. The property currently has an uncontrolled discharge and through the review process we will be required to meet an established discharge rate which will improve drainage in the area. The subject propertery will participate in a proportionate share agreement for maintenance with the others owners of the properties that are a part of the drainage agreement.

Comment: On street parking on Main Street could become more like a "drive-thru parking lot".
Response: The only on street parking are the parallel spaces along Main Street which then connects to the internal parking lots for the site.

Comment: Fewer parking spaces and narrow roads create problems. It feels too congested, too dense, too compressed.
Response: Please see parking response provided above. Mixed use projects have reduced parking demands. The only requested "narrow road" is the proposed Main Street connector street which is actually requesting a deviation to provide an 11 foot lane instead of a 10.5 foot lane required by Village Center connector street standards contained in Chapter 33 which is different from the Chapter 10 requirements of 12 foot lanes.

Comment: There are too many units for the number of parking spaces.
Response: Please see parking response provided above. Mixed use projects have reduced parking demands and ample parking is provided for the proposed mixture of uses.

Comment: Concern of 660 cars entering Via Coconut in the mornings

Response: It is anticipated that the residents will be a mixture of working individuals and retirees. The reality is not all residents leave their unit and return to their unit at the same time. The trip generation data utilized in the TIS report is based on locally and nationally accepted practices in terms of estimating trips from a particular land use. For the multi-family land use, the data that is in the report is based on surveys collected all over the Country and is based on a traditional multi-family community. The data has also been confirmed by studies conducted locally in Southwest Florida to be an accurate representation of the trip generation potential of a community such as proposed in the Via Coconut project. The total trip generations less internal capture trips from the TIS are summarized below:

- **AM Peak Hour:**
  - **277 total trips**
    - **133 trips entering**
    - **144 trips exiting**
- **PM Peak Hour:**
  - **287 total trips**
    - **152 trips entering**
    - **135 trips exiting**

Comment: Everyone who spoke was very opposed to a hotel on the commercial portion. Some discussion regarding the type/brand of hotel which might be built.

Response: The request has been revised to remove the hotel use.

Comment: Genova is too congested and there is not enough parking.

Response: Genova is a residential development that does not contain a mixture of uses and still received a parking deviation. As previously stated, one of the deviations is to allow for the travel lanes to be ½ foot wider than code and to allow parallel parking spaces ½ foot wider than code.

Question: Why not put commercial on Corkscrew instead of in middle

Response: Commercial is proposed on the desired Main Street connector road which location was predetermined by the Village Center Connectivity Map.

MEETING NOTICE

Wednesday, February 12, 2020 at 11:00 AM

Proposed Development Near Genova

As some of you are already aware, on January 21, 2020, there was a Public Information Meeting at the Village of Estero Planning & Zoning Board regarding the proposed Via Coconut Mixed-Use Estero Planned Development across Via Coconut Point. A number of Genova residents attended that meeting and asked questions. The project also went before the Village of Estero Design Review Board on January 22, 2020. Attorney Noel Davies and the development team for the project are hosting a special meeting at the Genova Club Room on **Wednesday, February 12, 2020 at 11:00 AM** to answer any additional questions about the project.

Name	email	Address
Bob Grisch	rjg1234@aol.com	D-301
Ralph & Diane Kendall		A-214
Tom & Mary Mueller		C-214
Diane Nash		B-409
Don & Linda Saponara		A-311
F. Buratto		A 407
Robert Poffenberger		C 308
Jane Brown		C 407

Name	Email	Address
[redacted] Connie Duquin	conniedequin@gmail.com	ID to be
Fred Sweeney	FREDSWEENEYFL@GMAIL.COM	21450 Unit 206
Pete Godshaw		21450 Strada Nuova [redacted] #210
		21460 Unit #201
Chris Englehart	Englehart.Chris@gmail.com	
Sue Hermans	—	21450 unit #306
Linda Vaucault		21460 #412
patricia carlson		2150 Strada A209

February 12, 2020

Name	Email	address
Annette Gordon	chicagonettie@gmail.com	21450 Strada Nuova Circle #411
KEN WARE	knpware@yahoo.com	21530 STRADA NUOVA CIR ESTERO FL 33928
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Dan Olson	dolson092@gmail.com	A209
JOHN KOTSI	JKOTSI56@GMAIL.COM	C410
Bob Mulcahy	BMULCAHY45@GMAIL.COM	D210
DONNA BROWN	DTDBROWN@COMCAST.NET	C201
GEORGE BIANDIS	GBIAND@YAHOO.COM	B214
Margaret Bertolotti	margaretbertolotti@gmail.com	B312
Vincent & JoAnn Pituccio	Pituccio@comcast.Net	A403
Dave + Sandy Hopper	Davehopperin@comcast.net	C409
PAUL + LUCY DENETT	PAULDENETT@ME.COM	A315
Bill + Eileen Carr	WCarrerin@aol.com	C314
Patti Olson		A209
Bob Grumley	manateeg@ncentral.com	B202
DIANA MENZEL	DIBILL609@yahoo.com	B310
Peter Griffin	peter.griffin@yahoo.com	
WANDA FARRELL	wandafar@icloud.com	C315
BILL WARNER	WW1490@AOL.COM	B402

Attachment E

BANKS ENGINEERING

Professional Engineers, Planners & Land Surveyors

Via Coconut MPD
Estero Planned Development
Summary of Design Review Board Public Hearing

The applicant presented the proposed Via Coconut MPD Estero Planned Development at an Estero PD Public Hearing pursuant to LDC Sec. 33-520(a)(4) before the Design Review Board on January 22, 2020. The request was agenda item no. 5(b)(2).

The applicant presented the proposed pattern book for the Tier 3 Estero Planned Development. Although the official minutes are not available at this time, below is an excerpt of the January 23rd Article and Meeting Summary posted on the Village of Estero Website:

Via Coconut MPD

Representatives for this property were requesting review of their Pattern Book. They are in the process of requesting a rezoning to allow for 330 multi-family dwelling units, and a maximum of 59,600 square feet of commercial retail/office or medical office space with an option to convert 30,000 square feet of commercial space to 124 hotel rooms.

The applicant described this mixed-use development to include a 4.5-mile-long linear park with lush landscaping, pocket park, public dog park, filter marshes and water features throughout, a waterfront restaurant, a resort-type pool, public pavilion and fishing pier over the lake and 330 luxury residential units.

The architecture is considered British West Indies with varying roof lines; the maximum height will be at 59 feet for elevator towers or decorative embellishments. The masonry buildings will be white accented with dark bronze, and include stone cladding, awnings, Bermuda shutters and large overhangs.

The road connection from the Estero Community Park to US 41 bisects this property so they've designed their main street with mixed-use buildings and commercial store fronts.

Landscaping includes palms, royal poinciana, Hong Kong orchid, red maples, green button trees, cypress and pine trees.

There will be three paver enhanced entrances to the development from Via Coconut Road. The applicant will also be providing landscaping for the Via Coconut Road medians.

This property is located south of Corkscrew Road, west on Via Coconut Road across from Genova, and is in the Village Center (**Presentation**).

The Board voted to continue this item to a date uncertain due to concerns about the need for some color to break up the scale of the buildings, the brackets need to be more delicate, among other suggestions.

Design Review Board questions/comments:

Vice-Chairman Sheeley:

Comment: Not really a true multiuse community project – apartment blocks that don't

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Phone 239-939-5490 • www.bankseng.com • Fax 239-939-2523
Engineering License No. EB 6469 • Surveying License No. LB 6690

relate to the main street element with little interaction between residents and public.
Response: It should be noted that two other Board members complemented the site plan. The proposed plan provides civic park uses all along the entire frontage mixed with a proposed church and potential park at the north which transitions to residential, then horizontal and verical mixed use, back to residential then ends with larger civic areas on the south with interconnects to the future Rail Trail, Estero Park and Happy Hollow Lane.

Comment: Straight line of buildings instead of trying to bury with site planning.
Response: It should be noted that two other Board members complemented the site plan. The site was redesigned based upon initial meetings and feedback from Village staff over 2 years ago to create a balance of public amenities and connections with the future Rail Trail and Main Street connector road.

Comment: Buildings plain, lacking detail, monochromatic – additional color and other detail treatments on the buildings would help immensely
Response: We have updated and addressed this concern with some additional arches and additional colors in the color palette, along with new colors.

Comment: Commercial building cold not warm like apartment
Response: We applied the same treatment as the apartment buildings to these commercial buildings to keep harmony within the development.

Board Member Glass:

Comment: Straight line, but buildings broken up well.
Response: Acknowledged. Thank you.

Comment: Detailing in brackets should be more delicate for West Indies
Response: Buildings have moved towards Mediterranean and there are no longer brackets.

Comment: Pull the building to the ground better:

- *Would be much more successful if started with 2-story on end then 3, then 4*
- *Lots of techniques to drop scale – horizontal banding, a base, landscaping, lower Christmas palms around base to break it up*
- *Wing ends*
- *Little more play with color*

Response: We have adjusted scaling, landscape and colors as requested.

Chariman Jones:

Question: Is the north 2.3 covered by pattern book – if sold off it will need to match?
Response: The Master Concept Plan and Pattern Book has been revised to reflect a church and potential park in this area.

Question: Will hotel be in same height restriction – will it tower over single-family?
Response: The request has been revised to remove the hotel use and the parcel is proposed to include a 10,000 SF place of worship and a land donation to the Village of Estero for park or civic use while transferring the residential density and utilizing the open space from the parcel. The Master Concept Plan and Pattern Book have been revised to reflect a conceptual plan for this area.

Comment: Great job on site plan given geographic limitations and planned improvements.
Response: Acknowledged. Thank you.

Question: How are pedestrians crossing Via Coconut to get to park/path? Are we creating a mid-block crossing or are they hiking to Corkscrew and around
Response: Pedestrians will utilize the cross walk at Corkscrew Road until such time as the connection to the park is made.

Question: Will Main Street be a public easement granted to the Village or remain private ownership?
Response: Main Street is proposed as a type "B" semi-public street with private ownership and a public easement.

Question: Is there any room for drop off zone for restaurant for uber riders
Response: The site plan does not currently accommodate a drop off zone, however there is ample parking provided as demonstrated in the deviations and justifications.

Question: Who will build sidewalk across railway?
Response: The MCP provides for future connection however construction across railway is not proposed as part of this application.

Question: Will applicant maintain Median landscaping?
Response: The applicant will be required to maintain the median landscaping as part of a condition of approval consistent with Genova.

Comment: Guess staff is reviewing *median landscaping plans to verify they meet criteria for trees within clear zones since it's a curvy road.*
Response: Staff will review the proposed median landscaping which will be consistent and compatible with that which is provided to the north by Genova.

Question: Is water feature by restaurant lined?
Response: Yes, there is a lined water feature proposed by the restaurant.

Question: Do the marsh areas have a foot of water in wet season and dry during dry season?
Response: Yes.

Comment: Beware of mosquitos with the marsh
Response: Acknoldedged.

Question: Is there bike storage?
Response: Yes. The garages provide bike storage and required bike racks will be provided.

Comment: Additional colors would break up scale of buildings. Elevation slides show more color and texture and break up the building but they disappeared in the rendering.
Response: We have changed the color palette and added an additional color.

Question: Will the 2.3 remain agricultural?
Response: Agricultural Use Affidavits have been submitted as part of the application

requesting to continue until such time as a development order is approved.

Comment: Greenway may need a Public restroom facility.
Response: There are restroom facilities at the Estero Community Park and within some of the commercial establishments within the vicinity of the project.

Comment: Straight line, but buildings broken up well.
Response: Acknowledged. Thank you.

Public Comments

Comment: Safety crossing is main concern.
Response: Pedestrians will utilize the cross walk at Corkscrew Road until such time as the connection to the park is made.

Comment: Buildings are plain.
Response: We would suggest simple, not plain, but please review the new architecture.

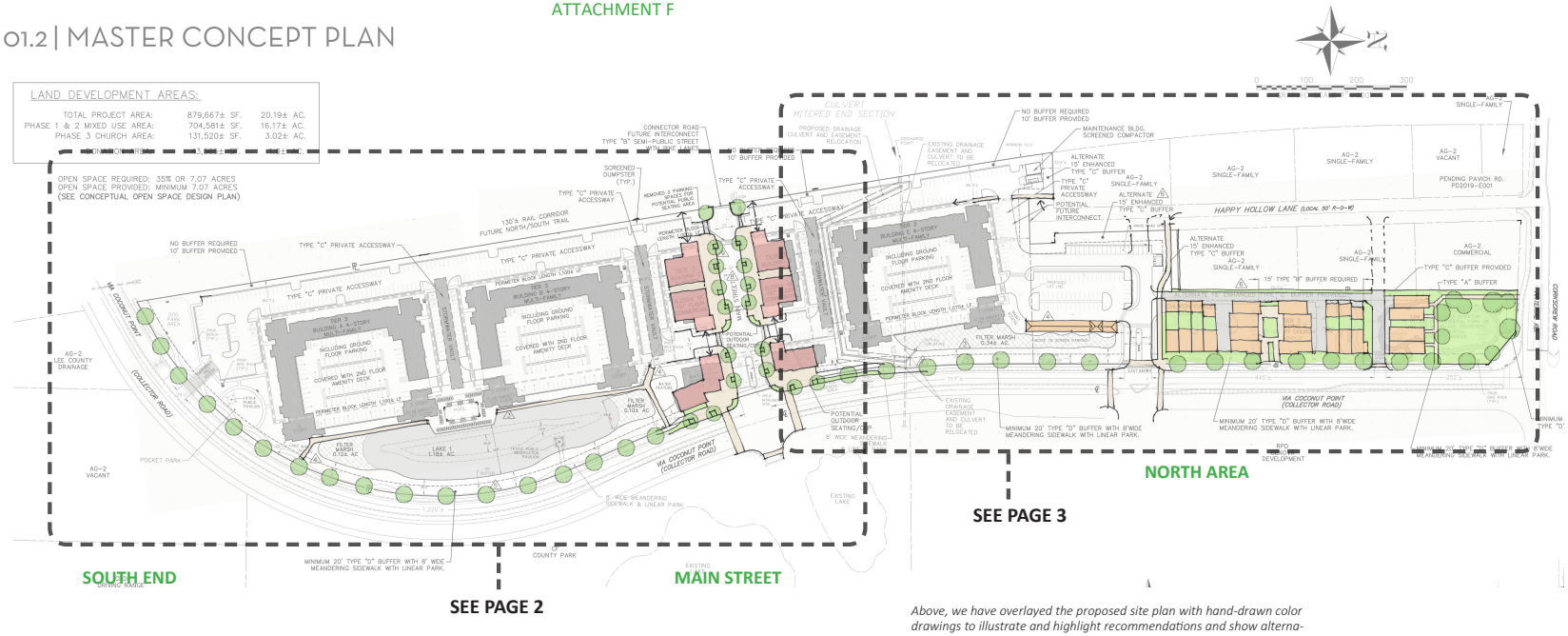
Comment/question: Across from Genova is Colonnade so lots of traffic materializing – how much traffic?
Response: Please see submitted Traffic Impact Statement.

Comment: Seems like amenities are for residents.
Response: The project provides for ample private amenities such as the 3 second floor amenity decks, swimming pools and 3 indoor club amenity areas. The public amenities are along the project perimeter and through Main Street connecting to the future Rail Trail. There are ±3.65 acres of public benefit space (18% of project area) designed to benefit the citizens of the Village of Estero including:

- **±1-acre land donation to Village of Estero with density transfer**
- **±1.91 acres/±0.55-mile Linear Park with 8' sidewalk, lush landscaping, pavilion, fishing pier, benches**
  - **±1.72 acres/±.5-mile plus additional ±0.19 acre/±0.05 mile located on donation parcel**
- **±0.23 acre lawn area with pavilion**
- **±0.18 acre Dog Park**
- **±0.52 acre Main Street/Connector Street *with bike lanes for future connection to Estero Park, railway parcel to west & eventually US 41***

ATTACHMENT F

01.2 | MASTER CONCEPT PLAN



Above, we have overlayed the proposed site plan with hand-drawn color drawings to illustrate and highlight recommendations and show alternatives to the proposed plan concept.

INTRODUCTION

Civic Plan Studio has reviewed the Pattern Book for the proposed VIa Coconut Mixed Use Development. We were asked to provide a professional opinion on the site plan and architecture based on the best practices for walkable urbanism and placemaking.

CIVIC PLAN STUDIO

URBAN DESIGN REVIEW
for the
VILLAGE OF ESTERO
JULY 23. 2021

GENERAL COMMENTS

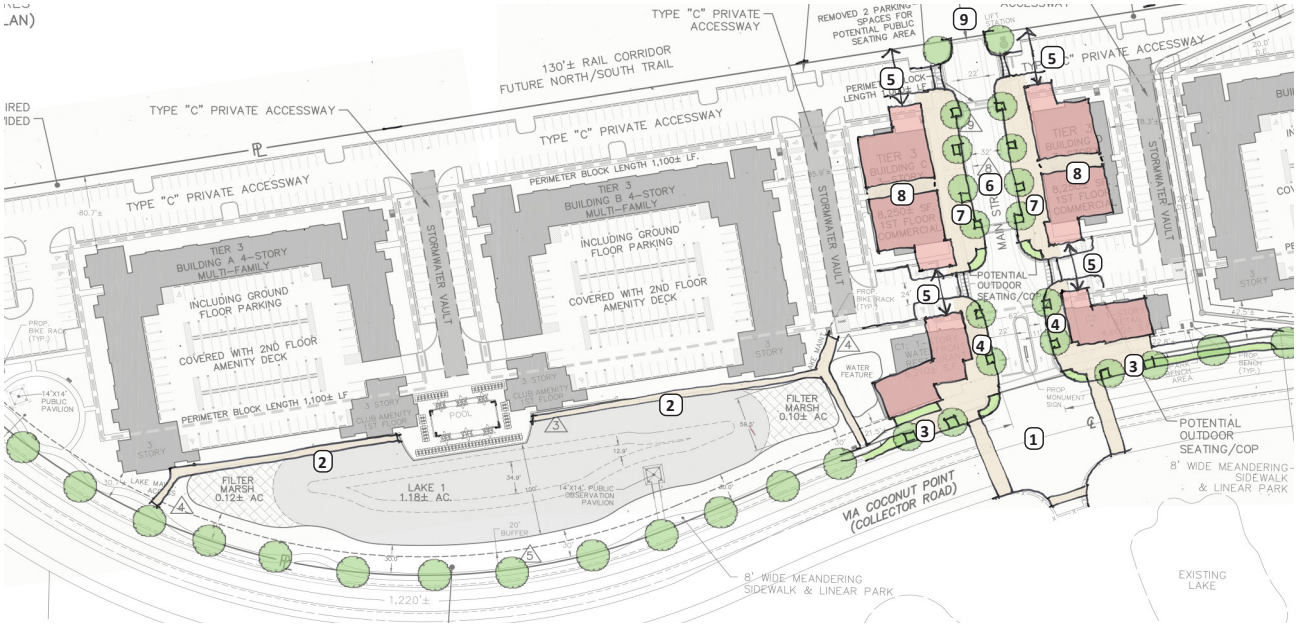
1. The inclusion of the "Main Street" with a potential connection to the property to the west is a positive attribute of the site plan. Special attention should be given to this element of the plan to maximize its placemaking potential. However, we feel that the architecture of the buildings that line the Main Street should be more varied and distinguished from the purely residential portions of the plan.
2. The three large buildings provide a well-defined block structure. However, we have noted several locations where pedestrian connections can be improved. The key to promoting pedestrian activity is to accommodate the shortest path between two points.
3. Some consideration should be given to the potential for future development of the residential properties on Happy Hollow Lane. It seems likely these properties will redevelop in the future and pedestrian and vehicular connections should be planned ahead of this development.
4. To improve pedestrian safety, reduce turning radii along the curbs where possible to slow vehicle speeds at the crossing. Wide turning radii may be required for fire and truck access, but where possible, use tighter radii to reduce vehicular speed.
5. We recommend that the city plan for improvements to the pedestrian crossing facilities at primary intersections along Via Coconut Point. Given that this area has been designated as the "Village Center" it should be planned and improved so as to encourage safe pedestrian and bike activity. In addition to the crosswalks, consider street trees which will narrow the visual corridor and induce slower vehicle speeds.
6. We recommend a continuous row of shade trees along Via Coconut Point, ideally located between the curb and shared path.

1

2.1: Good example of usable sidewalk space (but missing shade trees).

2.2: Attention to pavement design using flush curbs and bollards, street trees and seating.

2.3: The streetscape design used overhead light fixtures to enhance the placemaking potential of the street.



SOUTH-MAIN STREET AREA

1. Recommend that the city plan pedestrian crossing improvements at the intersection with Via Coconut Point. We recommend that the city consider whether the right turn lane is required as it increases the crossing distance for pedestrians.
2. Sidewalk along west side of lake to achieve better pedestrian connections with the permeter sidewalk
3. Transition to an urban streetscape in front of commercial buildings along Via Coconut Point. Use wide sidewalks, low ground cover and street trees to allow views of commercial activity.
4. Maintain minimum 15 feet from curb to building face (appears to be less in current plan)
5. To maintain the "Main Street" character, reduce the distance between the buildings to provide a more continuous "street wall" condition and to hide parking behind.
6. We support the inclusion of bike lanes and parallel parking on this street.
7. Give special attention to the pedestrian zone with ample sidewalks and dining areas (already shown). The streetscape should include shade trees (preferred over palms), pedestrian scaled lighting, and seating. The sidewalk clear zone should be minimum 8 feet wide and extend to the storefront without excessive landscaping between the storefront at the sidewalk. The area of paving should exceed the area of landscaping in these areas. See example photos.
8. A breezeway through the buildings will make rear parking more viable.
9. We strongly support this proposed future connection to the property to the west.

CIVIC PLAN STUDIO

URBAN DESIGN REVIEW
for the
VILLAGE OF ESTERO
JULY 23. 2021

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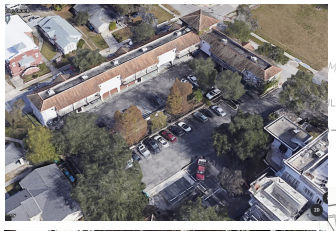
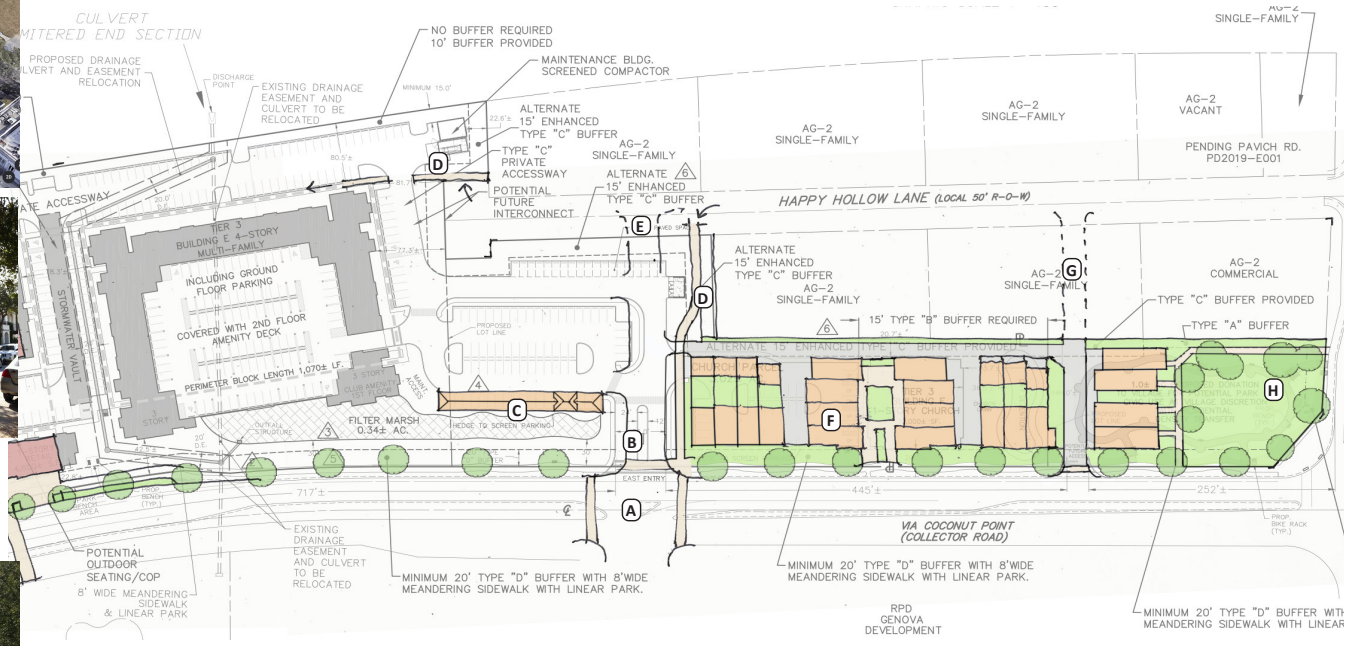


3.1 and 3.2 Top image shows an aerial view of a 2-story liner building that has parking below and apartments above. Note the parking tucked under the building on the side facing the parking lot. The street-level view is shown in the image directly above. and residential units above. (See item C)

3.3: Townhouse units may be suitable for the site and provide some variety in building scale. (See Item F)



NORTH AREA

A. Recommend that the city plan for pedestrian crossing improvements at this intersection
B. Consider a reduction in the overall lane width of this entrance. Are two exit lanes necessary?
C. We recommend a "liner building" to hide the large parking lot and create a more interesting and continuous "roofscape" along Via Coconut Point. The liner building accommodates parking on the ground level (basically and extended garage) and may have residential units above as shown photo 3.1. Alternatively, the liner building may be a single story structure, ideally broken up into several sections with architectural features compatible with the architectural style.
D. Provide pedestrian connections to Happy Hollow Lane (more important than vehicular connections).
E. Plan for a future street connection to Happy Hollow Lane to eliminate dead end condition and provide better circulation and fire access.
F. There are multiple options for the narrow, northern portion of the development. The lot depth will comfortably support townhouse development with rear vehicular access which could also serve future development to the west. The townhouses units can face Via Coconut Point, or face internal courtyards. Both conditions are shown in the drawing.
G. Potential service connection to future development.
H. We recommend lining the proposed greenspace with townhouses (or other residential building type) to help "activate" the greenspace (park amenities are not shown on this drawing).

CIVIC PLAN STUDIO

URBAN DESIGN REVIEW
for the
VILLAGE OF ESTERO
JULY 23. 2021

4.1: Sketch overlay, Mixed-use building

The proposed mixed-use buildings which line both sides of the Main Street are too similar to the residential buildings. There can be more variety within the architectural vocabulary of the development while adhering to the designated style. The massing can be simplified to better reflect an urban building type that reinforces the "Main Street" character.

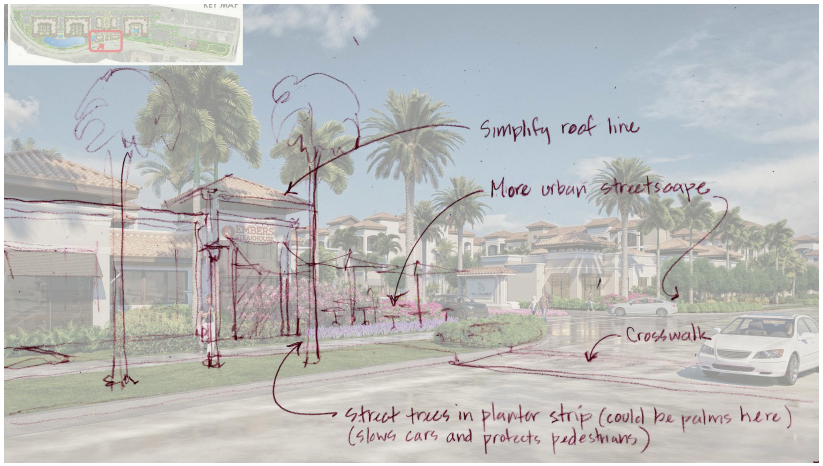
In addition, the streetscape should be carefully designed to promote pedestrian activity and al fresco dining, typically, this means more paved areas than landscape areas. Shade trees are better suited than palms to create a comfortable environment in our tropical climate.

EXAMPLE MEDITERRANEAN-INSPIRED MIXED-USE BUILDINGS

A. Simple massing with horizontal emphasis at the cornice/overhang line.
B. Roofs are not overly complex (i.e., no arbitrary ups and downs unless following the building massing).
C. Storefronts are ample and may be arched or a simple rectangular openings, but are larger than the openings above.
D. The facade is not is not overly complex with a lot of "ins and outs" except where there is a desire to carve out public space (see example above).
E. The facade may be asymmetrically composed.

5.1: Sketch overlay

The massing and roof line seems overly complex for the scale of the building, with too many vertical divisions. The massing and roof line could be simplified to create a "calmer" composition and give better emphasis to selected vertical elements.



5.2: Sketch overlay

5.2(upper rifght): In order to emphasize the "urban" nature of the proposed Main Street, the frontage along Via Coconut Point should transition from the meandering path to a more urban streetscape with wide sidewalks, pedestrian-scaled lighting, and low landscaping with street trees. Currently, the landscaping obscures visibility of the commercial uses.

5.3 (lower right): Like the mixed-use buildings, the single story commercial buildings should incorporate more varied architectural style that distinguished them from the residential buildings. The massing and roof line may be simplified. Vertical elements should be separated by longer stretches of horizontal emphasis.

5.3: Sketch overlay

CIVIC PLAN STUDIO

URBAN DESIGN REVIEW
for the
VILLAGE OF ESTERO
JULY 23. 2021

5

ATTACHMENT G

Professional Engineers, Planners & Land Surveyors

Via Coconut MPD
Estero Planned Development Zoning District

Supplemental New Comprehensive Plan Narrative

DCI2019-E003
Revised March 2021

The applicant is requesting rezoning approval of ±20.19 acres from Agricultural (AG-2) to Estero Planned Development Zoning District (PD) for the proposed Via Coconut MPD: a first-class Village Center destination for Estero citizens which includes socially vital and integral public amenities and public gathering spaces throughout a Tier 3 mixed-use development. It also includes a maximum of 330 multi-family dwelling units, 29,600 square feet of commercial retail, office or medical office space, a 10,000 square foot place of worship, ±1-acre donation to Village of Estero and various public amenities. Proposed building heights vary throughout the development with a maximum height of 4 stories or 59 feet to top of embellishments (46'4" to mid-point between eave and ridge).

Since the original application, the Village of Estero has adopted a new Comprehensive Plan. This supplemental narrative demonstrates how the project complies with these policies.

The proposed Via Coconut MPD is consistent with the Village of Estero Comprehensive Plan. The following policies are relevant to the subject application:

> *FLU-1.1.1 Support the unique character and quality of life within the Estero community by managing growth and development and by maintaining and executing comprehensive plan policies, Land Development Code (LDC) regulations, and other planning tools that:*
>
> *A. Implement and maintain high quality development standards for architecture, landscape architecture, hardscaping, site planning, landscaping and buffering, signage, lighting designs and visual appearance of developments, transportation facilities, pedestrian circulation and community amenities including public spaces and parks within mixed use and non-residential developments;*
> *B. Promote the use of low impact design, sustainable energy, water, and other environmental features;*
> *C. Encourage higher density, compact mixed-use development in designated locations as a means of increasing internal capture and reducing overall vehicle miles travelled;*
> *D. Promote targeted industries in appropriate areas of Estero—e.g.: healthcare, arts and culture, technology, and Class A office facilities;*
> *E. Encourage the redevelopment of underutilized commercial and residential lands for older properties seeking to comply with current comprehensive plan policies and LDC standards; and*

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F. Facilitate public participation in the land development approval process by having the owner or agent applying for Planned Developments, Rezonings, Variances, Special Exceptions, Plan Amendments, and other amendments and Development Orders, within the Village, participate in a public information meeting pursuant to adopted Village regulations and policies.

The site is located within the Village Center future land use category which encourages higher density mixed use developments. The proposed pattern book demonstrates and requires high quality architecture, landscaping and buffering, lighting and visual appearance as well as providing a vital portion of a Village desired connector street and pedestrian circulation and several public amenities and public spaces. The compact mixed-use development plan increases internal capture by providing residential, commercial and civic uses on the same parcel. The schedule of uses for the site includes targeted industries and seeks to develop/redevelop underutilized lands in the heart of the Village of Estero to comply with the Village Center vision and standards for this area. The application is being processed as an Estero Planned Development and has participated in the required Planning & Zoning Board public information meeting and Design Review Board public hearing. The applicant held voluntary additional meetings with Village staff, Genova residents, various Councilmembers, a Design Review Board member and the Estero Council of Community Leaders and incorporated changes to the development plan in response to feedback received in order to facilitate participation in the land development approval process. The application is consistent with Policy FLU 1.1.1.

The Village Center future land use category is provided below:

POLICY FLU-1.2.10: VILLAGE CENTER. The Village Center area is characterized by primarily undeveloped or underdeveloped land lying near US 41 in the heart of the Village of Estero. The Village Center is intended to improve the quality of life for Estero's residents and visitors by providing a variety of neighborhood and housing types and more diverse economic activity in the heart of Estero. The specific goals of the Village Center include creating: socially vital centers supportive of business both big and small, a central location for a hospital with full range of medical services, neighborhoods and streets that are safe and attractive for walking and bicycling, the preservation of community history, and the protection of the environment, particularly along the Estero River. Urban services are in place or readily expandable to support relatively intense commercial and residential development in the Village Center. The Village Center area has some of the larger undeveloped parcels of land left in the Village in close proximity to Village Neighborhoods, Transitional Mixed-Use areas, major attractions of the County and State parks and Estero River, and major corridors of the CSX Railway, US 41 and Corkscrew Road.

A. Uses: Uses in the Village Center include housing, employment, hospital, shopping, office, hotel, recreation, park and civic uses. Public schools, assisted living, public and quasi-public uses are allowed in the Village Center future land use category.

The proposed master concept plan includes a walkable, bikeable mixed-use environment that creates a socially vital center with interconnecting pedestrian vias which parallel the featured lake along Via Coconut Point and Main Street (connecting street) with a blend of integrated vertical and horizontal mixed uses. The proposed development will improve the quality of life for Estero's residents and visitors by providing additional housing and neighborhood types, park and civic uses and more diverse economic activity in the heart of Estero. Main Street includes bicycle lanes

that will connect to the Village's planned bike lanes on Via Coconut Point, Village planned Estero Community Park west entrance shared use path to connect to Williams Road and proposed shared use path along the rail corridor. An area has been reserved for a potential future seating area where Main Street connects to the rail corridor. Urban services are in place to support the proposed commercial, residential and civic development. Approval of the request will provide appropriate development within the Village Center adjacent to the Estero Park, major corridor of the CSX Railway and Corkscrew Road. The proposed schedule of uses provides for housing, employment, shopping, office, recreation, park and civic uses. The proposed rezoning is consistent with Policy FLU-1.2.10.A.

B. *Development type: Future development in this category is encouraged to be interconnected neighborhoods and mixed-use of low to midrise residential, commercial and mixed use building types in an urban form and including passive and active recreation facilities.*

The proposed development provides a socially vital vertically and horizontally integrated mixed-use development plan with midrise residential, commercial and mixed use buildings and includes various recreational facilities for public use as well as internal recreational facilities for the residents. The proposed Main Street provides a vital segment of the desired connector between Pelican Sound Drive and the future west entrance to Estero Community Park shown on the Framework Plan to connect to Corkscrew Palms Boulevard and Williams Road. It also provides for future connection to the proposed SUN Trail Rail Corridor shared use path with a reservation for potential future seating area. The proposed rezoning is consistent with Policy FLU-1.2.10.B.

C. *Density/Intensity: Landowners in the Village Center Area may develop within the standard density range with one dwelling unit per acre (1 du/acre) to six dwelling units per acre (6 du/acre); however the Village encourages land to be developed or redeveloped with a greater mix of uses and higher densities per a tiered system described further below, with up to a maximum of 27 dwelling units per acre when the highest degree of walkable mixed-use pattern is achieved, subject to the public hearing process. Commercial development must not exceed 2 FAR.*

As encouraged by the Village, the project is proposed to be developed with a greater mix of uses and higher densities per the tiered system with a walkable, bikeable mixed-use pattern being pursued through the public hearing process. The proposed rezoning is consistent with Policy FLU-1.2.10.C. The applicant began preliminary meetings and coordination with Village staff around 2 years ago, including density discussions in conjunction with the tier system set forth in your Code for the Village Center Area in the Estero Planned Development Zoning District. The applicant's initial plan presented at the preliminary meetings included significantly higher density with significantly taller buildings and did not include the desired connector street nor the many different public benefits and incentive offerings that are now included. Following feedback from the Village at these preliminary meetings, the applicant proactively adjusted their requested density and height early on in the process and added the desired connector road and provided multiple public incentives for a walkable, mixed-use development, all of which are described in detail in the submitted Narrative and Incentive Offerings List. Below is a chart comparing the proposed plan from November 2018 to the current plan. The most significant to note is that Tiers 1 and 2 do not require a publicly accessible gathering space. Tier 3 requires a publicly accessible gathering

space which is being accommodated by the proposed Main Street mixed use area and excessive public amenities. The proposed intensities exceed the Tier 2 non-residential limitations provided in Sec. 3-707.N.1.A.2 of 2.5% of the total land area, which confirms the project as a Tier 3 development. Tier 3 has a standard base density up to 15 with additional densities up to 20 if incentive offers are accepted as providing significant public benefits. Although the multiple incentive offers justify a maximum request (density of 20), the applicant is only requesting a density of 16.4 units per acre.

November 2018 Proposed Plan	**Current Proposed Plan**
523 units (20 units per acre on 26.15 acres)	330 units - 193 unit/±37% reduction (16.4 units per acre on 20.19 acres)
Gated access	Non-gated access
Bifurcated commercial and residential	Vertically & horizontally integrated mixed use buildings
4-5 stories	3-4-stories – 1-story reduction Minimized massing with tiered building heights and screened parking
44,600 SF commercial	±29,600 SF commercial & 10,000 SF Church (removed hotel for Genova)
No connector street and no public amenities	Connector street and several public amenities: - ±3.65 acres of Public Amenities (18% of project area) including: • ±1 acre land donation to Village of Estero with residential density transfer (frontage constructed with linear park with 8' sidewalk and lush landscaping) • Main Street connector street (±0.52 ac) with bike lanes for future connection to Estero Park, railway parcel to west & eventually US 41 • ±1.72 acres/±0.5-mile Linear Park with 8' sidewalk, lush landscaping, fishing pier, benches, etc. • Additional ±0.19 acre/±0.05 mile located on donation parcel for toral of ±1.91 acres and ±0.55 mile Linear Park • ±0.23 acre Lawn area with pavilion • ±0.18 acre Dog Park

D. *Implementation: The Village Center is implemented through LDC standards, plans, and incentives that address the community's need for a central civic and economic core that is connected to surrounding residential neighborhoods, commercial areas, the Estero River, the Old Estero area, the Estero Community Park, and other parks and recreational facilities…*

2. The Land Development Code provisions that implement the Village Center future land use category consider such reasonable guidelines as are necessary in order to foster predictable built results and higher quality public spaces by using physical form (rather than separation of uses) as the organizing principle for achieving such objectives. Such guidelines may consider designating locations where different building form standards apply, the relationship of buildings to the public space, public standards for such elements in the public space as sidewalks, travel lanes, on street parking, street trees, street furniture, and other aspects of the urban built environment that may be applicable to foster interconnection, social vitality and walkability in the Village Center Area. The Land Development Code provisions may also consider other alternative types of reasonable guidelines that may accomplish such goals in a different or complementary manner...

4. The Land Development Code provides standards for four levels of development in the Village Center Area that will contribute to a walkable mixed-use environment in the Village Center Area: …

c. Tier 3 accommodates mixed-use neighborhoods with similar attributes as Tier 2 but with higher levels of non-residential uses as well…

The proposed development provides a socially vital, interconnected mixed-use development plan that includes various high quality public spaces as demonstrated by the provided master concept plan and pattern book. The proposed Main Street provides a vital segment of the desired connector between Pelican Sound Drive and the future west entrance to Estero Community Park shown on the Framework Plan to connect to Corkscrew Palms Boulevard and Williams Road. It also provides for future connection to the proposed SUN Trail Rail Corridor shared use path with a reservation for potential future seating area and a potential future interconnect to Happy Hollow Lane. The various public spaces are interconnected by the linear park and 8' meandering sidewalk along the project's frontage. On street parking, street trees and street furniture are also provided. The proposed intensities exceed the Tier 2 non-residential limitations provided in Sec. 3-707.N.1.A.2 of 2.5% of the total land area, which confirms the project as a Tier 3 development. Compliance with the LDC standards is provided in the Narrative of Request. The proposed rezoning is consistent with Policy FLU-1.2.10.D.

E. *Public Benefits: The Land Development Code provides minimum standards for each tier and describes public benefits that developers may offer to obtain specified density/intensity incentives in each tier. Public benefits shall be calibrated to the needs of each Tier and the particular proposed development plan, and must meet or exceed the goals and objectives of the comprehensive plan; meet or exceed the general land development code criteria for the Village Center; and create significant public benefit appropriate to the tier and the particular*

development plan. Base and maximum residential densities will be set by the Village Council during the planned development rezoning process based on its determination of an application's compliance with this comprehensive plan and the specific standards and requirements for each tier. Increases in base residential densities may be allowed after consideration of incentive offers as provided in the Land Development Code. Densities cannot exceed the top of the following ranges:…

3. Tier 3: Base level is up to 15 dwelling units per acre of Tier 3 land plus up to 5 dwelling units per acre of Tier 3 land after consideration of accepted incentive offers, for a maximum of 20 dwelling units per acre of Tier 3 land…

Additional density above the base level up to the maximum density may be granted through the planned development process based on accepted incentive offers providing specific public benefits, such as enhanced interconnectivity, preservation of indigenous vegetation, innovative landscaping and street design, offsite improvements, dedication of onsite public spaces, public trails, gathering spaces, river trail easement, river buffer, civic building site, architectural excellence, enhanced parking design (under building parking), or other similar items as specified in more detail in the Land Development Code.

The proposed rezoning is consistent with Policy FLU-1.2.10.E. The amount of non-residential uses proposed deem the project a Tier 3 development. Tier 3 allows additional densities (up to 20 units per acre/404 units) if incentive offers are accepted as providing significant public benefits. The Applicant's thoughtful project design deliberately elevated public benefits as the leading element and the site's incentive offers are numerous and truly provide the type of public benefits contemplated by the Village Center Area and Tier 3. Enhanced interconnectivity, innovative landscaping and street design, offsite improvements, onsite public spaces, public trails, gathering spaces, architectural excellence and enhanced parking design are included in the several incentive offers. The requested additional density (16.4 units per acre/330 units) is only 1.4 units above the base density of up to 15 in Tier 3, which is consistent with the Applicant's approach to focus firstly on a true, place-making destination for the public, and only secondarily on residential density. The project's numerous incentive offers provide significant public benefits and meet or exceed the goals and objectives of the comprehensive plan; meet or exceed the general land development code criteria for the Village Center, and include:

Social Vitality:

(1) **Main Street (connecting street/±0.52-acre)**, the ultimate public gathering place as a high-quality, destination promoting place-making businesses including restaurants, coffee shops and fitness studios.
(2) **Place of Worship** (10,000 square feet) has been included in the development plan providing an additional publicly accessible gathering place.
(3) **±1-acre Land Donation to Village of Estero** for potential park or civic use at Village discretion (valued at ±$1.5 million for a corner parcel) with residential density transfer.
(4) **±1.91-acres/±0.55-mile Linear park** with lush, greater-than-Code landscaping along Via Coconut Point frontage with interconnected public amenities for sitting, gazing and

interacting with public spaces. (±1.72 acres/±.5-mile plus additional ±0.19 acre/±0.05 mile located on donation parcel)

(5) **14' x 14' public lake observation pavilion/fishing pier** interconnected by the 8' sidewalk within the linear park and will include educational informational plaques.
(6) **Public park bench areas** interconnected by the 8' sidewalk within the linear park.
(7) **±0.23-acre Public lawn area with pavilion** interconnected by the 8' sidewalk within the linear park.
(8) **±0.18-acre Public dog park** interconnected by the 8' sidewalk within the linear park with benches, perimeter fence, and hedge.
(9) **Vertical and Horizontal mixed-use development:** integrated mixed-use neighborhood with higher residential densities and mixed uses along the street frontage promoting place-making businesses including restaurants, coffee shops and fitness studios.
(10) **Street front shops** located along Main Street (connecting street) and 8' sidewalk within the linear park.
(11) **Upscale Waterfront restaurant** located along Main Street (connecting street) and 8' sidewalk within the linear park.
(12) **Not Age-Restricted. Diverse Housing –** Via Coconut MPD is designed as a housing alternative for varying needs of the Village of Estero. The community will not be age restricted.

Connectivity:

(13) **Desirable connector street:** Main Street provides a vital segment of the desired connector between Pelican Sound Drive and the future west entrance to Estero Community Park shown on the Framework Plan to connect to Corkscrew Palms Boulevard and Williams Road. It also provides for future connection to the proposed SUN Trail Rail Corridor shared use path with reservation for potential future seating area.
(14) **±0.56-mile 8' public meandering sidewalk along Via Coconut Point** within the linear park that will interconnect with Village's planned Estero Community Park west entrance shared use path proposed to connect to Williams Road. (±0.51-mile plus additional ±0.05-mile located on donation parcel)
(15) **Bike lanes on Main Street** (connecting street) will connect to the Village's planned bike lanes on Via Coconut Point and Village's planned Estero Community Park west entrance shared use path proposed to connect to Williams Road.
(16) **Promote walkability with interconnected sidewalks.** Internal sidewalks interconnect with public sidewalks external to the community on Via Coconut Point.
(17) **Mixed-Use Pedestrian Shed –** All residential units are within pedestrian shed of proposed Main Street commercial uses and the proposed on-site private and public amenities.
(18) **Non-gated community –** The proposed development does not include entry gates.

Architecture:

(19) **Exceptional design** – The architecture depicted in the pattern book sets a high-quality standard for the Village Center Area and includes a unique residential building design including three-story stepped back elements from the remaining 4-story building masses. This massing change is stepped back from the perimeter water features and linear park creating a delicate footprint along the street frontage on Via Coconut.

(20) **Screened Parking** - The bulk of the development's parking is concealed within the first level of the residential buildings with units wrapping around the perimeter. This creates a centralized lower massing element with an elevated amenity deck as an amenity to the users. The remaining parking is located behind the buildings or is appropriately visually buffered from Via Coconut Point.
(21) **Varying building heights** are provided throughout the development as demonstrated in the pattern book.
(22) **360-Degree Urban Look.** All the building elevations depicted in the pattern book have architectural design elements typical of front elevations so it will appear that there are no rear elevations.
(23) **Entry pavers and landscaped signage** at each entry point to calm traffic and emphasize safety.
(24) **Sculpture features** on Main Street (connecting street) near mixed use buildings.
(25) **On-street parking** on Main Street (connecting street) and internal accessways as encouraged to calm traffic.
(26) **Street furniture** is proposed.
(27) **Best Practices for compact surface water management design** are proposed.
(28) **Best Practices for block lengths** are proposed.
(29) **Lake and water features** along the 8' sidewalk within the linear park.
(30) **Fountains** included in lake and water features.

Landscaping:

(31) **Interweaving Public ROW and Via Coconut MPD frontage-** Integrating the Via Coconut Point Road ROWs with Via Coconut MPD's linear park, 8' sidewalk and landscaping to create a seamless ROW and a more inviting street-side environment.
(32) **Enhanced landscape buffering along Via Coconut** with enhanced 14-18' trees, enhanced hedge shrub 36" at installation, additional ground covers and additional shrub layers.
(33) **Filter marshes** along the 8' sidewalk within the linear park with a variety of grasses and aquatic plantings including seasonal plantings, Red Maples, Bald Cypress, etc.
(34) **Label Plantings** for educational purposes.
(35) **Cantilevered planters** along part of the deck and building to help conceal seasonal fluctuation of lake.
(36) **Enhanced perimeter buffer plantings** with additional tree and shrub plantings exceeding code.
(37) **Enhanced internal landscaping** with oversized 14' tall canopy trees in islands.
(38) **Increased plant sizes** for the buildings for key areas.
(39) **Median Planting** to emulate median plantings to the north.
(40) **Flowering trees** and seasonal plantings.
(41) **Large specimen palms** at entry and in select areas; Date palms or Royal Palms.
(42) **Enhancements to Landscape** trees along rail corridor and desirable north/south trail along the west where no buffer is required and enhancements to north buffer to Happy Hollow Lane residential.
(43) **Street trees** as shown on landscape plans to blend with proposed plantings for adjacent Genova development.

F. Density Calculation: With respect to these base and maximum residential density calculations:

1. For land in Tier 1-only, densities are calculated based on the definition of "Density" of the comprehensive plan, thus excluding non-residential land in Tier 1.

2. For land in Tiers 2, 3, and 4, densities are calculated based on this definition except that non-residential land is included for these tiers only.

The proposed rezoning is consistent with Policy FLU-1.2.10.F. The proposed development is a Tier 3 project which includes non-residential land in the density calculations.

FLU-1.3.10 To maintain the Village's aesthetic standards, billboards are prohibited. The Village will implement an amortization program for existing billboards.

The proposed rezoning is consistent with and furthers Policy FLU-1.3.10. The proposed development will result in removal of an existing billboard within the development upon construction of that phase.

FLU-1.5.1 Commercial development levels are categorized as minor, neighborhood, community, or regional scale. The Village assigns intensities to these commercial levels according to the context and accessibility of the commercial development described below. See Map TR-1 for Functional Classifications of roadways.

The location standards specified in Subsections A-D will apply to the following commercial developments: shopping centers, free-standing retail or service establishments, restaurants, convenience food stores, automobile dealerships, gas stations, car washes, and other commercial development generating large volumes of traffic. These location standards will not apply to the following: banks and savings and loan establishments without drive-in facilities; hotels or motels; marinas; general, medical, or professional offices; industrial, warehouse, or wholesale development; clubs, as defined in the Land Development Code (commercial clubs excepted); and other similar development.

A. Minor Commercial

1. *Provides for the sale of convenience goods and services and has a gross floor area less than 30,000 square feet.*
2. *Must be located (except where this plan provides specific exceptions) on or within 330 feet of the right of way of local and collector, local and arterial, or collector and collector roads; at the intersection of collector and arterial and arterial and arterial roads; or within a residential planned development provided it is located and designed primarily to meet the commercial needs of the residents of the development.*
3. *When developed as part of a Mixed Use planned development, Estero Planned Development or Compact planned development, and meeting the use limitations, modified setback standards, signage limitations, and landscaping provisions, retail*

uses may deviate from the locational requirements and maximum square footage limitations through compliance with design standards of this plan and approval by the Village Council.

4. *Village Council may approve applications for minor commercial centers that do not comply with the location standards of subsection 2 above for such centers but which are consistent with design standards of this plan. …*

The proposed rezoning is consistent with Policy FLU-1.5.1. The proposed development includes minor commercial development as part of an Estero Planned Development. The proposed development plan includes 29,600 square feet of commercial retail, office or medical office space within mixed use buildings and stand-alone commercial buildings located within 330 feet of the intersection of Via Coconut Point, a collector roadway, and the proposed Main Street connector street.

FLU-1.9.1 MIXED USE DEVELOPMENT FORM. The Village encourages mixing of complementary residential and nonresidential uses on a single site to reduce vehicle miles travelled, support pedestrian, bicycle and transit opportunities and activate streets and public spaces with pedestrians for greater economic, recreational and social opportunities resulting in built environments and landscapes that provide a true sense of place.

A. *The Village Center and Transitional Mixed Use future land use categories are intended to accommodate mixed use development patterns, and the Village Neighborhood categories allow for a limited mix of use in suitable locations, subject to compatibility standards.*
B. *Mixed use development shall be limited to uses that are complementary rather than conflicting, as those terms are specified in the definition of mixed use found in the Definitions section. The ultimate determination of allowable commercial uses will be through a public hearing process and will be based upon the needs of the Village, character of the surrounding area, the compatibility of the uses, and the characteristics of the transportation network.*
    1. *Carefully mixing complementary uses can reduce overall trip lengths, support pedestrian, bicycle and transit opportunities and create pedestrian friendly streetscapes. Mixed uses will be encouraged within individual buildings (e.g. residential above retail or office space) but may be located in separate buildings that can be easily reached using publicly accessible sidewalks and streets.*

        Mixed Use areas will provide for placemaking including, without limitation, public gathering places, civic uses, such as green spaces or community centers, and other placemaking public amenities described further below.

        Mixed-use patterns will be integrated within an overall design framework to create a pedestrian friendly, human scale environment, through objective, measurable compatibility standards including size, scale, proportion, and

materials detailed in the land development regulations. Flexibility in design will allow for choice and variety in architectural style.

C. *Forms of mixed use development include horizontal mixed use, integrated horizontal mixed use, and vertical mixed use:*

1. *Horizontal mixed use includes single use buildings on distinct parcels in one overall development project. This is the simplest form of mixed use in that basic proximity and pedestrian and bicycle connectivity between residences and nonresidential destinations affords the reduction of vehicle miles travelled. This form requires buffering between residential and nonresidential uses. Neighborhood commercial centers with direct pedestrian/bicycle infrastructure linking to residential areas is an example of horizontal mixed use.*
2. *Integrated horizontal mixed use includes single use buildings on distinct parcels in one overall development project. Integration of the project is achieved through placement of nonresidential uses within ¼-mile walking distance to residences, and with placemaking design elements so that separate uses are perceived as unified live, work, play, and shop destinations. Placemaking design elements are spaces and infrastructure meant to function for public access, use, and interaction. Context driven and accessible to the public through dedication of a public access easement, examples of placemaking design elements include indoor or outdoor spaces, walkable streets, environmental features, or public art.*
   a. *Public art (monuments, community engaged, professionally designed, fixed or temporary, etc.)*
   b. *Urban green space (passive open space, greenways, activated park, urban farms, etc.)*
   c. *Plaza (primarily solid surface for passive open space or activated with furnishings, furnishings can be fixed or flexible)*
   d. *Identifiable landmark (fountain, clock tower, etc.)*
   e. *Hidden off-street parking (mid-block parking structures with liner buildings)*
   f. *Environmental feature (rain garden, signature trees, watercourse, roadside bioswale, etc.)*
   g. *Paseo or via (pedestrian promenade free from cars)*
   h. *Traffic calming enhancements (roundabout or rotary, rumble strips, parklets, speed tables, etc.)*

   Placemaking requires bicycle and pedestrian infrastructure as appropriate per the Federal Highway Administration's list of proven safety countermeasures including (in coordination with local fire departments):

   1. *Safety Edge*
   2. *Roundabouts*

3. *Corridor Access Management*
4. *Backplates with Retroreflective Borders*
5. *Longitudinal Rumble Strips and Stripes on 2-Lane Roads*
6. *Enhanced Delineation and Friction for Horizontal Curves*
7. *Medians and Pedestrian Crossing Islands in Urban and Suburban Areas*
8. *Pedestrian Hybrid Beacon*

Implementation of a "Road Diet" or Roadway Reconfiguration to slow traffic and accommodate non motorized travel is also an example of a traffic calming enhancement.

i. *Increasing options of transportation (overlapping connections and multiple options for public transportation)*
j. *Pedestrian enhancements (widened sidewalks exceeding 6 feet, pedestrian crossing islands, pedestrian hybrid beacon, paver surfaces for pedestrians, wayfinding signage, etc.)*

Recognizing that integrated design is more challenging, incentives for this form of development include higher allowable density and intensity, and relief from development standards which shall be implemented in the land development code, such as:

Buffering between uses is not required; cumulative parking requirements for integrated horizontal mixed-use projects could be reduced based on sharing of facilities for residential and nonresidential uses with alternating peak demands; stormwater facilities, utility and transportation infrastructure, and common area maintenance can also be shared.

3. Vertical mixed use includes residential and nonresidential uses in the same building. A development project with vertical mixed-use buildings as the primary building type (fewer than half of the buildings are single use buildings) constitutes a vertical mixed-use development project. Vertical mixed-use projects shall be integrated with placemaking design elements that are context driven and accessible to the public, so that the development project is perceived as unified live, work, play, and shop destination. Recognizing the increased complexity of permitting, constructing, financing, and managing vertical mixed-use projects, the Village shall implement incentives for this form of development including the highest allowable density and intensity, and relief from development standards which shall be implemented through the land development code, such as:

The allowable density per the Future Land Use category may be calculated using the gross acreage of the project; buffering between uses is not required; cumulative parking requirements for integrated horizontal mixed-use projects could be reduced based on sharing of facilities for residential and nonresidential uses with alternating peak demands; stormwater facilities, utility and transportation infrastructure, and common area maintenance can also be shared.

The Via Coconut MPD is a proposed high-quality walkable and bikeable mixed-use center that incorporates socially vital and varying public gathering spaces interconnected by an 8' meandering sidewalk which parallels the featured lakes and provides lush, greater-than-Code landscaping and a linear park connecting to public areas such as a dog park, a public pavilion and lawn area, a 14'x14' public observation pavilion and fishing pier on the lake and park bench areas along Via Coconut Point. The plan incorporates the desired connecting road Main Street which provides a blend of integrated vertical and horizontal mixed uses along the street frontage promoting place-making businesses including restaurants, coffee shops and fitness studios. Main Street provides a vital connection that includes bike lanes and aligns with the future west entrance to Estero Community Park and provides for future connection to and through the rail corridor. The proposal includes a maximum of 330 multi-family dwelling units, 29,600 square feet of commercial retail, office or medical office space, a 10,000 square foot place of worship, ±1-acre donation to Village of Estero along with the various public amenities. All nonresidential uses are within ¼ mile walking distance of the proposed residences. A bulk of the development's parking is concealed within the first level of the residential buildings. This creates a centralized lower massing element with an elevated amenity deck as an amenity to the users. The remaining parking is located behind the buildings or is appropriately visually buffered from Via Coconut Point. The proposed schedule of uses originated from the Estero Planned Development uses provided in the LDC and has been diligently tailored with further limitations in coordination with staff to ensure complimentary uses. The request is consistent with Policy FLU-1.9.1.

FLU-1.9.2 MIXED USE DEVELOPMENT STANDARDS. Development standards and criteria for mixed use development shall accomplish the following desired attributes:

A. *Provisions for outdoor livability, including interconnected pedestrian and bike facilities, public plazas, and seating.*
B. *Well defined centers and edges with public or civic space creating an element around which other development is located. When necessary, development density and intensity will gradient from the center to the edge suitable to integrated surrounding land uses.*
C. *Development plans will create focal points of signature buildings, civic spaces, natural amenities, and other prominent features through placement or street layout.*
D. *Local climate and history will dictate the architectural and landscape design and natural methods of cooling and heating will be encouraged. Evaluate Green Building techniques as an alternative way to provide open space.*
E. *Streets and roads will be fronted by design features including sidewalks which define and contribute to a pedestrian street character. Building design, placement, and entrances will be at a pedestrian scale and oriented towards streets or other public space such as parks or squares.*
F. *The street system will be designed to provide safe access to, through (where feasible), and within each development in a way that equally serves automobile and nonautomobile modes of transportation with the following considerations:*
    1. *Narrow traffic lanes and other traffic calming techniques to maintain safe multimodal transportation.*
    2. *An interconnected street system with a pedestrian circulation system to connect the nonresidential uses with residential uses and areas,*

extended to adjacent sites at the least intrusive locations, with interconnections. The intent is to provide multiple vehicular, bicycle, and pedestrian linkages to adjacent local destinations, including residential neighborhoods, as an alternative to arterial and collector roads, except where such connections are precluded by physical layout of natural environmental features. Link pedestrian routes and bikeways with the street system or other public space such as parks or squares avoiding routes through parking lots and other locations out of the public realm.

3. *A system of alleyways for service vehicles and access to parking.*
4. *Convenient access to transit facilities.*
5. *Sidewalks shaded by rows of street trees.*
6. *Automobile-oriented uses will have a limited number of driveways, and drive-in or drive-up windows will be located to avoid conflict with pedestrian and bicycle traffic. Auto-centric uses may not be allowed as incompatible with residential uses or will be strictly limited especially relative to the interface of pedestrian and bicycle traffic with drive throughs.*
7. *Additional provisions to achieve the goals of development of walkable environments may be established in the Land Development Code.*

G. *Large scale development design techniques should integrate the establishment into the surrounding community. Such design techniques will include:*
   1. *Creation of a series of smaller, well defined customer entrances to break up long facades and provide pedestrian scale and variety, that may be achieved through the use of liner buildings.*
   2. *Limited number and size of signs.*
   3. *Landscaping and use of pocket parks and courtyards and other placemaking design elements adequate to soften large building masses.*

H. *Crime Prevention Through Environmental Design (CPTED) guidelines will be incorporated to the maximum extent possible.*

I. *Parking areas will be designed to minimize intrusiveness and impacts on the pedestrian character, through the following techniques:*
   1. *On-street parking with landscaping and design features, such as corner and midstreet bump outs, that afford traffic calming and produce a comfortable and safe pedestrian environment will be promoted.*
   2. *Parking lot locations will not separate pedestrian areas including sidewalks, squares, and plazas from the front of buildings containing the primary entrance.*
   3. *Parking lots will be screened from all streets, sidewalks, and open spaces, and will be designed to maintain or enhance the street edge.*
   4. *Parking lots will be designed with safe pedestrian connections to business entrances and public space to create a park-once environment.*
   5. *Reduction of paved parking areas will be evaluated wherever practicable through measures such as provision of shared parking and parking structures to serve multiple uses and alternative paving materials. Large expanses of pavement will be discouraged. Reduced ratios of required parking for non-residential uses for integrated horizontal mixed use and vertical mixed use projects will be evaluated in the land development regulations.*

J. *Public space and landscaping will be provided that includes:*
    1. *Public areas will provide adequate urban landscaping that includes street trees, planted areas, and street furniture.*
    2. *Required surface and storm water management facilities will be designed integrally with civic spaces, and as a physical or visual amenity that provides usable open space or an aesthetic feature that resembles natural areas.*
    3. *Paved areas (including parking) will require overhead shading from tree canopy or building features based on factors such as scale of development and performance standards.*

K. *Connectivity and Buffering: Mixed use developments will be well integrated both internally and externally.*
    1. *Automotive, pedestrian and/or bicycle connections to adjacent commercial development will be provided.*
    2. *Connections to existing residential neighborhoods will be encouraged and will not be precluded by the Mixed Use Development's design.*
    3. *Buffering of uses internal to an integrated horizontal mixed use or vertical mixed use development are not required.*
    4. *Buffering from adjacent developments, when deemed absolutely necessary, will not preclude future interconnectivity.*

The request is consistent with Policy FLU-1.9.2. The project incorporates several public amenities with provisions for outdoor livability, including interconnected pedestrian and bike facilities, public places, and seating. Publicly accessible gathering places are a primary feature of the site, including Main Street (connecting street) with bicycle lanes connecting to the Village proposed Via Coconut Point bicycle lanes, proposed Estero Community Park shared use path to connect to Williams Road and proposed shared use path along the rail corridor with a reservation for potential future seating area, a long, 8' meandering sidewalk and linear park, a dog park, a public pavilion and lawn area, a 14'x14' public observation pavilion/fishing pier on the lake, park bench areas, a religious institution/place of worship and an overall socially vital center with significant benefits to the public for congregating. The public spaces are central to the site planning and are designed to drive public accessibility, both socially and physically, in a connected and walkable manner. The site design provides the public and civic spaces along the project's edges while providing for the mixed use development internal to the site and along the proposed Main Street.

Main Street provides a vital segment of the desired connector between Pelican Sound Drive and the future west entrance to Estero Community Park shown on the Framework Plan to connect to Corkscrew Palms Boulevard and Williams Road which will provide an alternative to collector and arterial roads. The implementation of this connector road at the project's center, as well as on-street parking, paver entries, pedestrian crosswalks, and narrow lane widths calm traffic and emphasize pedestrian safety. Parking spaces are located within or behind the proposed buildings or are appropriately visually buffered from Via Coconut Road. A parking deviation is included as encouraged in the LDC for the proposed mixed use development under unified control with shared centralized off-street parking with varying peak use times.

The public areas provide enhanced landscaping that includes street trees, planted areas, and street furniture. The lake and filter marshes are designed integrally with the linear park as a

physical and visual amenity with fountains, a public lake observation pavilion/fishing pier, and educational informational plaques.

> *FLU-1.12.1 Along the Village's major corridors (Estero Parkway, U.S. 41, Corkscrew Road, and Three Oaks Parkway) and along the minor corridors (Broadway, Williams Road, Coconut Road, and Via Coconut Point), consider establishing corridor conscious development standards for the built environment that provide a pleasing and safe public realm for motorists, bicyclists, pedestrians and transit users. Such development standards should be based on planning for the various corridors to ensure these routes are functional and safe while identifying opportunities for enhanced conditions along the roadways to include, where appropriate: buildings oriented toward the street, bicycle racks, shaded pedestrian links and trails, plazas connecting from the right-of-way to buildings, transit stop accommodations, and buffering.*

The request is consistent with Policy FLU-1.12.1. The project incorporates a ±1-acre land donation to the Village of Estero for a potential park or civic use at Village discretion (valued at ±$1.5 million for a corner parcel) with residential density transfer at the intersection of the major corridor of Corkscrew Road and minor corridor of Via Coconut Point. The Via Coconut Point corridor will be enhanced by approval of the project which will provide landscaping in the median to emulate the median plantings to the north and will expand the existing 5' sidewalk to provide an 8' meandering sidewalk which parallels the featured lakes and provides lush, greater-than-Code landscaping and a linear park connecting to public areas such as a dog park, a public pavilion and lawn area, a 14'x14' public observation pavilion and fishing pier on the lake and park bench areas.

> *TRA-1.2.4 During the review of comprehensive plan amendments, rezonings, zoning amendments, and development order applications, applicants must provide an evaluation addressing potential for addition of new interconnections between communities, creation of pedestrian and vehicular interconnection, and addition of new connections to the surrounding road network.*

The proposed rezoning is consistent with Policy TRA-1.2.4. The proposed Main Street provides a vital segment of the desired connector between Pelican Sound Drive and the future west entrance to Estero Community Park shown on the Framework Plan to connect to Corkscrew Palms Boulevard and Williams Road which will provide an alternative to collector and arterial roads. Main Street also includes bicycle lanes connecting to the Village proposed Via Coconut Point bicycle lanes, proposed Estero Community Park shared use path to connect to Williams Road and proposed shared use path along the rail corridor. The project also includes a potential future interconnect to Happy Hollow Lane.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item: Resolution No. 2021-21. A Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the Final Levying of Ad Valorem Taxes for the Village of Estero, Lee County, Florida, for Fiscal Year 2021-2022; and Providing an Effective Date.

Description:
On July 21, 2021, Council reviewed the proposed 2021-2022 budget which included a millage rate of 0.7726 mills ($0.7726 per $1,000 of assessed property value) which is equal to the prior year rate. The proposed millage rate was adopted on July 21, 2021 and was included in the Notice of Proposed Property Taxes (TRIM notice) mailed by the Lee County property appraiser.

As required by Florida Statute Section 200.065, the Village must hold two public hearings to adopt a millage rate.

At the initial public hearing held on September 9, 2021, a tentative millage rate for fiscal year 2021-2022 of 0.7726 mills was adopted.

The proposed final millage rate for fiscal year 2021-2022 is 0.7726 mills. This proposed millage rate is greater than the rolled-back rate of 0.7481 mills by 3.27% and, as required, was advertised in the newspaper.

The proposed millage rate is established to provide funding for the fiscal year 2021-2022 budget and the resulting increase in ad valorem tax revenues is necessary to fund various roadway improvements, intersection improvements, bicycle and pedestrian improvements, landscaping and beautification projects and other future projects.

Action Requested:
Approve Resolution No. 2021-21

Financial Impact:

Approval of the resolution will adopt the final Ad Valorem taxes for the Fiscal Year 2021-2022.

Attachments:

1. Resolution No. 2021-21

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021-21

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Estero, Lee County, Florida, on September 22, 2021, adopted Fiscal Year Final Millage Rate following a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the Village of Estero, Lee County, Florida, held a public hearing as required by Florida Statutes 200.065; and

WHEREAS, the gross taxable value for operating purposes not exempt from taxation within the Village of Estero, Lee County, Florida has been certified by the Lee County Property Appraiser to the Village of Estero as $7,196,324,224;

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

Section 1. The fiscal year 2021-2022 tentative ad valorem operating millage rate is hereby adopted at 0.7726 mills, which is greater than the rolled-back rate of 0.7481 mills by 3.27% and the levy of an annual tax for said year is made.

Section 2. The proposed millage rate is established to provide funding for the fiscal year 2021-2022 budget and the resulting increase in ad valorem tax revenues is necessary to fund various roadway improvements, intersection improvements, bicycle and pedestrian improvements, landscaping and beautification projects and other future projects.

Section 3. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida, this 22nd day of September, 2021. Time adopted _____ p.m.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
September 22, 2021

Agenda Item: Resolution No. 2021-22. A Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the Tentative Budget for Fiscal Year 2021-2022; and Providing an Effective Date.

Description:
On July 21, 2021 and September 9, 2021, Council reviewed the proposed budget.

The proposed budgeted expenditures are as follows:

General Fund	$ 6,886,986
Special Revenue	1,322,630
Debt Service	1,375,829
Capital Projects	19,206,200
Total All Funds	$28,791,645

As required by Florida Statute Section 200.065, the Village must hold two public hearings to adopt a budget. The first Public Hearing was held on September 9, 2021 and the above tentative budget amounts were approved by Village Council.

Action Requested:

Approve Resolution No. 2021-22

Financial Impact:

Approval of the resolution will adopt the budget for the Fiscal Year 2021-2022.

Attachments:

1. Resolution
2. Proposed Budget 2021-2022 Draft

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Estero, Lee County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Estero, Lee County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2021-2022 as follows:

Expenditures	
General Fund	$ 6,886,986
Special Revenue	1,322,630
Debt Service	1,375,829
Capital Projects	19,206,200
Total All Funds	$28,791,645

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

Section 1. The fiscal year 2021-2022 final budget is hereby adopted.

Section 2. This resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 22nd day of September, 2021. Time adopted _____ p.m.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney