

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MAY 7, 2025, 09:30 AM

www.Estero-fl.gov

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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
May 7, 2025, 09:30 am

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

1. CALL TO ORDER

INVOCATION

Pastor Angi Jeffcoat Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATION

a. National Boating Safety Week/Flotilla 96

Attachment: Boat Safety Week.pdf

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. April 16, 2025 Village Council Meeting Minutes

Attachment: 04162025.pdf

b. Financial Report for Month ended March 2025

Attachment: SS Monthly Financial Report 033125.pdf
Attachment: 1 March Budget Report All Funds.pdf
Attachment: 2 March Budget Report Available Funds.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Comprehensive Plan Evaluation and Appraisal Notification Letter

Recommended Action
Send notification letter and affidavit signed by Mayor to Florida Department of Commerce

Financial Impact
None

Attachment: SS Comp Plan EAR 2025_Agenda Summary.pdf
Attachment: 1 AFFIDAVIT OF THE VILLAGE OF ESTERO MAYOR IN REGARD TO THE VILLAGE OF ESTERO COMPREHENSIVE PLAN 2025.pdf
Attachment: 2_3 State of FL EAR Ltr 04.02.25.pdf

b. Eco-Historic Planning Study Contract

Recommended Action
Motion to approve the award of Contract 25035 with LandDesign, Inc. to prepare the Village of Estero Eco-Historic planning study for $430,000.

Approve a $43,000 contingency for additional services that may be required to complete the project.

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

Financial Impact
â€¢ The project's financial impact is 473,000 (430,000+43,000).

â€¢ The Village's Fiscal Year 2024-2025 budget includes $225,000 for the Eco-Historic Project.

â€¢ The Village's 5-year Capital Improvement Plan includes an additional $225,000 in the Fiscal Year 2025-2026 budget for the Eco-Historic Project.

â€¢ Note the Village will be reimbursed for up to $450,000 of project costs.

Attachment: SS Eco Historic Planning Contract.pdf
Attachment: 01 ECO-Historic Contract 2.pdf
Attachment: 02 RFP 100225.pdf
Attachment: 03 LandDesign_Inc Proposal.pdf
Attachment: 04 Project Chart.pdf

c. Acquisition of General Landscaping, Mowing, & Irrigation Services

Recommended Action
Motion to approve the award of landscaping, mowing and irrigation services for Village roadways for P & T Lawn & Tractor, for an amount not to exceed $2,896,517.52 annually.

Approve a $200,000 Contingency for additional services that may be required to complete the project.

Financial Impact
The yearly cumulative expense for the awarded vendor is a not-to-exceed amount of $2,896,517.52.

Attachment: SS Landscaping_Mowing_Irrigation PO.pdf
Attachment: 01 101025 Bid Tabulation.pdf
Attachment: 02 P _ T Purchase Order.pdf

d. Estero River North Branch Regional Pond Project Task Order 4 Amendment

Recommended Action
Motion to approve Amendment to Task Order No. 4 of Contract EC 2022-39 (Estero River North Branch Regional Pond Project).

Financial Impact
$295,000

Attachment: SS Estero North River Stormwater Pond Task Order Amend.pdf
Attachment: 1 Estero Stormwater Study and Permitting Work Assignment Amendment.pdf
Attachment: 2 CO_1_Regional Pond_00650-08_2025_04_24.pdf

e. Entertainment Campus Update and Guaranteed Maximum Price (GMP) Addendum

Recommended Action
Motion to approve GMP Addendum 2 for contract EC 2024 -- 12 CMAR for Wright Construction to complete the site work and utility installation for the Estero Entertainment Campus for $10,489,490.

Direct Village Staff to work with Wright Construction to reduce the cost below $9,550,213 to remain within the project budget.

Authorize the Village Manager to sign the contract and other additional implementation documents within the scope of the GMP addendum on behalf of the Village of Estero Council.

Financial Impact
The project's financial impact is $10,489,490. Below is a summary of the total GMP contracts for the entire project:

1) GMP 1 -- 1,779,787 (expected savings or approximately $330,000 based on completion of the project.

2) GMP 2 Addendum - $10,489,960

3) Total GMP CMAR Contract Amount - $11,939,277

Attachment: SS Entertainment Campus GMP 2 Addendum.v3tg _002_.pdf
Attachment: 1 2025.05.02 Entertainment Campus CMAR GMP 2 Presentation.v5tg.pdf
Attachment: 2 Entertainment Campus Map.pdf
Attachment: 3 2025.02.18_Estero Sports Park Master Plan.pdf
Attachment: 4 GMP Addendum 5-2-25.pdf

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10. VILLAGE MANAGER'S REPORT

11. Adjourn Regular Session and Convene Workshop Items

12. WORKSHOP

a. Impact Fee Forecast 2025-2032

Attachment: SS Impact Fee Forecast 2025-2032.pdf
Attachment: DRAFT Village of Estero Impact Fee Analysis Report - 4-2-25.pdf

b. Cypress Bend RV UEP

Attachment: SS Utility Expansion Program Cost Projections.pdf
Attachment: 1 Location Map for WWTP_Broadway W UEP.pdf
Attachment: 2 VOE UEP Cypress Bend_Sunny Grove_5-7-25_.pdf

c. Estero River Park Update

Attachment: SS Estero RiverPark Project Updates.pdf
Attachment: 01-Loc Map.pdf
Attachment: 02-Estero RiverPark Plan.pdf
Attachment: 03-Construction Photographs.pdf
Attachment: 04-Phase 2 Site Plan Alt A.pdf
Attachment: 05-Phase 2 Site Plan Alt B.pdf
Attachment: 06- Fence Design.pdf
Attachment: 07-Project Schedule.pdf

d. Establishing a Policy Regarding Council Approved Proclamations

Attachment: SS Policy on Proclamations.pdf
Attachment: 1 Res No. 2025-04 Estero Proclamation Policy Resolution_002_.pdf

13. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MAY 7, 2025, 9:30 A.M.

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

09:30:55 [SOUNDING GAVEL]
09:30:57 >>Mayor Ribble: GOOD MORNING.
09:30:58 THANK YOU ALL FOR BEING HERE THIS MORNING.
09:31:00 I'D LIKE TO CALL THE MAY 7, 2025, VILLAGE COUNCIL MEETING TO
09:31:03 ORDER.
09:31:04 WE WOULD LIKE TO REMIND EVERYONE TO PLEASE SET YOUR CELL
09:31:08 PHONES ON SILENT OR ANY OTHER DEVICES THAT MAKE NOISES.
09:31:11 COUNCIL, PLEASE REMEMBER TO SPEAK INTO YOUR MICROPHONE, AS I
09:31:15 APPARENTLY FORGOT.
09:31:16 [LAUGHTER]
09:31:16 THIS MORNING, WE HAVE PASTOR ANGI JEFFCOAT FROM OCEAN CHURCH
09:31:23 WHO WILL GIVE US THE INVOCATION.
09:31:25 PASTOR.
09:31:26 >> WELL, GOOD MORNING.
09:31:28 ON BEHALF OF OCEAN CHURCH, IT'S ALWAYS SO JOYFUL TO GET TO
09:31:32 BE WITH YOU GUYS.
09:31:34 WE PRAY FOR YOU.
09:31:35 AS I WAS PRAYING FOR YOU TODAY, I JUST REALLY WANTED TO PRAY

09:31:40 FOR THOSE WHO ARE MAYBE CARRYING AROUND SOME HEAVY BURDENS.
09:31:43 YOU KNOW, JESUS SAID IN MATTHEW 11, VERSES 28 TO 30, ARE YOU
09:31:48 TIRED, WORN OUT, BURNED OUT ON RELIGION, COME TO ME.
09:31:54 GET AWAY WITH ME, AND YOU'LL RECOVER YOUR LIFE.
09:31:58 I'LL SHOW YOU HOW TO TAKE A REAL REST.
09:32:01 WALK WITH ME AND WORK WITH ME.
09:32:03 WATCH HOW I DO IT.
09:32:05 LEARN THE UNFORCED RHYTHMS OF GRACE.
09:32:07 I WON'T LAY ANYTHING HEAVY OR ILL-FITTING ON YOU.
09:32:11 KEEP COMPANY WITH ME AND YOU'LL LEARN TO LIVE FREELY AND
09:32:16 LIGHTLY.
09:32:17 LET'S PRAY.

09:32:18 JESUS, I THANK YOU THAT WE CAN BRING OUR BURDENS TO YOU.
09:32:22 GOD, I DON'T KNOW WHAT BURDENS PEOPLE ARE CARRYING TODAY,
09:32:26 MAYBE FROM THINGS HAPPENING IN THEIR FAMILIES, IN THEIR JOB,
09:32:32 IN THE COMMUNITY.
09:32:32 WHEN WE CAN'T CONTROL THESE THINGS, IT STIRS UP ANXIETY.
09:32:36 SO I PRAY FOR ALL THOSE WHO HAVE ANXIETY TODAY.
09:32:39 WOULD YOU GIVE THEM PEACE?
09:32:41 THOSE WHO ARE CARRYING HEAVY BURDENS, WE JUST GIVE THEM TO
09:32:44 YOU.
09:32:44 WE LAY THEM AT YOUR FEET.
09:32:46 I PRAY, LORD, THAT YOU WOULD DO WHAT ONLY YOU CAN DO.
09:32:50 GOD, WE PRAY FOR OUR LEADERS RIGHT NOW.
09:32:52 LORD, WE'RE SO GRATEFUL FOR THEM AND THEY SERVE SO

09:32:56 FAITHFULLY.
09:32:57 I PRAY THAT YOU WOULD GIVE THEM STRENGTH AND WISDOM AND I
09:33:00 PRAY THAT YOUR PEACE WOULD FILL THIS ROOM TODAY.
09:33:04 IN JESUS NAME, AMEN.
09:33:07 >>Mayor Ribble: THANK YOU, PASTOR.
09:33:08 WOULD YOU PLEASE STAND AND JOIN ME FOR THE PLEDGE?
09:33:12 [PLEDGE OF ALLEGIANCE]
09:33:30 >>Mayor Ribble: MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
09:33:32 HERE.
09:33:42 >>Jeff Hunt: HERE.
09:33:45 >>Jon McLain: HERE.
09:33:45 >>Lori Fayhee: HERE.
09:33:46 >>Rafael Lopez: HERE.
09:33:48 >> COUNCIL MEMBER WARD IS ABSENT.
09:33:50 VICE-MAYOR ZALUCKI.
09:33:50 >>Vice-Mayor Zalucki: HERE.
09:33:52 >>Mayor Ribble: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:33:54 AGENDA.
09:33:54 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES?
09:33:57 SEEING NONE, CAN I HAVE A MOTION TO APPROVE THE AGENDA?
09:34:02 COUNCILMAN HUNT.
09:34:06 SECOND BY COUNCILMAN LOPEZ.
09:34:08 MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
09:34:12 >>Rafael Lopez: YES.
09:34:13 >>Lori Fayhee: YES.

09:34:16 >>Jon McLain: YES.
09:34:19 >>Jeff Hunt: YES.
09:34:21 >>Vice-Mayor Zalucki: AYE.
09:34:22 >>Mayor Ribble: AYE.

09:34:23 NOW THAT WE'RE ALL AWAKE, WE HAVE A PROCLAMATION FOR
09:34:30 NATIONAL BOATING SAFETY WEEK.
09:34:33 FLOTILLA 96.
09:34:35 WE HAVE WITH US TODAY DIVISION VICE COMMANDER MICHAEL
09:35:02 DIPIERO, FLOTILLA VICE COMMANDER CHUCK MOORE.
09:35:07 WE ALSO HAVE SECTOR CAPTAIN TOM SAWYER, WHO IS THE OFFICIAL
09:35:11 PHOTOGRAPHER.
09:35:11 WHEREAS, ON AVERAGE, 564 PEOPLE DIE EACH YEAR IN BOATING
09:35:18 RELATED ACCIDENTS IN THE UNITED STATES; 75% OF DEATHS WERE
09:35:22 CAUSED BY DROWNING; AND IN 87% OF THOSE FATALITIES, THE
09:35:28 VICTIM WAS NOT WEARING A LIFE JACKET; AND WHEREAS, THE VAST
09:35:32 MAJORITY OF THESE ACCIDENTS ARE CAUSED BY HUMAN ERROR OR
09:35:35 POOR JUDGMENT AND NOT BY THE BOAT OR EQUIPMENT; AND
WHEREAS,
09:35:38 A SIGNIFICANT NUMBER OF BOATERS WHO LOSE THEIR LIVES BY
09:35:42 DROWNING EACH YEAR WOULD BE ALIVE TODAY HAD THEY WORN
THEIR
09:35:46 LIFE JACKETS; AND WHEREAS, FLOTILLA 96 OF THE UNITED STATES
09:35:51 COAST GUARD AUXILIARY IS TASKED WITH SUPPORTING THE ACTIVE
09:35:55 DUTY UNITED STATES COAST GUARD BY PROMOTING RECREATIONAL
09:35:59 BOATING SAFETY IN BONITA SPRINGS; AND WHEREAS, FLOTILLA 96
09:36:03 PLANS TO OFFER BOATING SAFETY CLASSES, VESSEL SAFETY CHECKS,
09:36:08 AND OTHER AMBITIOUS BOATING SAFETY AWARENESS PROGRAMS
DURING

09:36:11 THE WEEK OF MAY 17-23, 2025; AND WHEREAS, THE RESIDENTS AND
09:36:19 THE VILLAGE OF ESTERO COUNCIL WISH TO RECOGNIZE FLOTILLA 96
09:36:23 OF THE UNITED STATES COAST GUARD AUXILIARY FOR THEIR
09:36:27 HONORABLE SERVICE.
09:36:28 NOW, THEREFORE, I, MAYOR JOANNE RIBBLE OF THE VILLAGE OF
09:36:31 ESTERO, LEE COUNTY, FLORIDA, DO HEREBY SUPPORT THE GOALS OF
09:36:35 THE SAFE BOATING CAMPAIGN AND PROCLAIM MAY 17-23 AS NATIONAL
09:36:41 SAFE BOATING WEEK TO URGE ALL THOSE WHO BOAT TO PRACTICE
09:36:45 SAFE BOATING HABITS AND WEAR A LIFE JACKET AT ALL TIMES
09:36:49 WHILE NAVIGATING THE WATERS OF SOUTHWEST FLORIDA.
09:36:52 IN WITNESS THEREFORE, I HAVE HERE UNTO SET MY HAND AND
09:36:57 CAUSED THE SEAL OF THE VILLAGE OF ESTERO TO BE AFFIXED THIS
09:37:00 7th DAY OF MAY, 2025.
09:37:02 GENTLEMEN, CONGRATULATIONS.
09:37:05 [APPLAUSE]
09:37:22 >> MADAM MAYOR, THANK YOU VERY, VERY MUCH FOR THIS
09:37:25 PROCLAMATION.
09:37:25 FOR THOSE OF YOU WHO MAY NOT KNOW PRECISELY WHAT WE DO AND
09:37:29 WHERE WE DO IT, FLOTILLA 96 IS LOCATED IN WIGGINS PASS,

09:37:34 WHICH, AS YOU KNOW, IS IN NORTH NAPLES.
09:37:37 HOWEVER, 90% OF OUR RESPONSIBILITY RUNS BETWEEN WIGGINS PASS
09:37:43 AND MATANZAS PASS.
09:37:45 SO ALL OF YOUR COAST IS OUR PRIMARY RESPONSIBILITY.
09:37:48 FOR KEEPING BOATERS SAFE.
09:37:50 THOSE OF YOU WHO CAN'T FIGURE OUT WHY THE WEEK IN MAY, THIS

09:37:56 PARTICULAR WEEK IN MAY HAS BEEN TAPPED AS NATIONAL SAFE
09:37:59 BOATING WEEK, BECAUSE AS YOU ALL KNOW, THOSE OF US WHO ARE
09:38:03 SNOWBIRDS TEND TO DISAPPEAR NOW AND THE POPULATION BECOMES
09:38:07 WONDERFULLY THIN.
09:38:10 RESTAURANTS ARE OPEN AND THE LIKE, BUT BOATING STILL
09:38:13 CONTINUES.
09:38:14 THIS PARTICULAR WEEK WAS CHOSEN BECAUSE, IN FACT, MOST OF
09:38:17 THE REST OF THE COUNTRY UP NORTH IS JUST BEGINNING THEIR
09:38:21 BOATING SEASON.
09:38:23 CONSEQUENTLY, THE IDEA IS TO REMIND EVERYONE WEAR YOUR LIFE
09:38:27 JACKET, BE AWARE OF THE WATERS THAT YOU'RE SAILING IN, BE
09:38:31 AWARE OF THE WEATHER AND TELL SOMEONE WHERE YOU'RE GOING.
09:38:34 OUR PURPOSE IS TO KEEP PEOPLE SAFE ON THE WATER.
09:38:37 AND FOR THAT, WE THANK YOU VERY MUCH, MAYOR, FOR THAT
09:38:40 RECOGNITION.
09:38:40 >>Mayor Ribble: THANK YOU FOR YOUR SERVICE.
09:38:42 >> THANK YOU VERY MUCH.
09:38:42 [APPLAUSE]
09:39:13 >>Mayor Ribble: AT THIS TIME, WE NOW HAVE PUBLIC COMMENT ON
09:39:16 NON-AGENDA ITEMS.
09:39:17 MADAM CLERK, IS ANYONE SIGNED UP TO SPEAK?
09:39:21 >>Carol Sacco: NO ONE IS SIGNED UP, BUT WE DID HAVE ONE
09:39:24 E-COMMENT, WHICH WAS SENT YESTERDAY.
09:39:26 >>Mayor Ribble: OKAY.
09:39:27 ALL RIGHT.

09:39:27 ITEM 6, THE CONSENT AGENDA.
09:39:32 WE HAVE THE APRIL 16, 2025, MINUTES AND THE MARCH 2025
09:39:40 FINANCIAL REPORTS.
09:39:41 DO ANY COUNCIL MEMBERS HAVE COMMENTS ON THESE REPORTS?
09:39:44 IS THERE ANY PUBLIC COMMENT ON THESE REPORTS?
09:39:49 >>Carol Sacco: NO.
09:39:50 >>Mayor Ribble: THEREFORE I WILL ENTERTAIN A MOTION.
09:39:53 >>Vice-Mayor Zalucki: MAYOR, SO MOVED.
09:39:54 >>Mayor Ribble: VICE-MAYOR, THANK YOU.

09:39:56 SECOND BY COUNCILWOMAN FAYHEE.
09:39:59 WOULD YOU PLEASE CALL THE ROLL.
09:40:01 >>Jeff Hunt: AYE.
09:40:02 >>Jon McLain: AYE.
09:40:04 >>Lori Fayhee: AYE.
09:40:05 >>Rafael Lopez: AYE.
09:40:08 >>Vice-Mayor Zalucki: AYE.
09:40:11 >>Mayor Ribble: AYE.
09:40:12 ITEM 8A, COMPREHENSIVE PLAN EVALUATION AND APPRAISAL
09:40:24 NOTIFICATION LETTER.
09:40:26 STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
09:40:30 >>Steven Sarkozy: THANK YOU, MADAM MAYOR, MEMBERS OF
09:40:32 COUNCIL.
09:40:33 STATE LAW REQUIRES THAT PERIODICALLY ALL CITIES UPDATE YOUR
09:40:38 COMPREHENSIVE PLAN AND RESPOND BACK TO THE STATE WITH
09:40:44 CONFIRMATION OF THAT PROCESS.

09:40:46 THAT'S THE ISSUE BEFORE US TODAY.
09:40:51 I'D LIKE TO HAVE MARY GIBBS COME FORWARD AND TALK ABOUT THE
09:40:54 STATUS OF OUR COMPREHENSIVE PLAN AND THE FILING WITH THE
09:40:58 STATE.
09:41:00 >>Mary Gibbs: GOOD MORNING, EVERYBODY.
09:41:02 IT'S HARD TO BELIEVE THAT IT'S BEEN SEVEN YEARS SINCE WE
09:41:07 ADOPTED OUR COMPREHENSIVE PLAN, AT LEAST FOR ME.
09:41:09 THE STATE REQUIRES YOU TO LET THEM KNOW AT THE END OF THE
09:41:14 SEVEN YEARS, OUR DEADLINE IS JUNE, WE NEED TO LET THEM KNOW
09:41:18 IF WE NEED TO MAKE ANY CHANGES TO OUR PLAN OR IF OUR PLAN IS
09:41:22 OKAY AS IS.
09:41:23 WE LOOKED AT OUR PLAN IN TERMS OF DIFFERENT THINGS, LIKE ARE
09:41:29 THERE CHANGING CONDITIONS THAT REQUIRE US TO MAKE ANY
09:41:31 CHANGES TO OUR PLAN?
09:41:32 WE LOOK AT OUR PLAN ACTUALLY ON AN ONGOING BASIS.
09:41:35 WE DON'T WAIT FOR THE SEVEN YEARS TO COME UP.
09:41:37 WE'RE LOOKING AT IT EVERY DAY WHEN WE DO ZONING CASES, WE'RE
09:41:40 LOOKING AT THE PLAN.
09:41:41 WE HAVE TO MAKE SURE THAT WE HAVE POPULATION PROJECTIONS
09:41:45 THAT WE HAVE ENOUGH LAND TO ACCOMMODATE THE FUTURE
09:41:48 RESIDENTS.
09:41:48 SO THAT'S ONE OF THE MAIN THINGS THAT THE STATE WANTS YOU TO
09:41:51 LOOK AT.
09:41:52 DO YOU HAVE ENOUGH LAND USE FOR FUTURE POPULATION?
09:41:55 SO WE LOOKED AT THE POPULATION PROJECTIONS.

09:41:58 YOU HAVE TO GO OUT 10 TO 20 YEARS.

09:42:00 WE'VE GONE PAST THAT WITH OUR PROJECTIONS.
09:42:02 SO WE DO HAVE ENOUGH LAND TO ACCOMMODATE.
09:42:05 WE DON'T SEE ANY CHANGES IN STATE LAWS THAT WE HAVE TO MAKE
09:42:08 ANY CHANGES TO OUR PLAN.
09:42:10 SO WE WOULD LIKE TO SEND THE LETTER BACK TO THE STATE SAYING
09:42:14 WE'VE EXAMINED IT AND WE COMPLY WITH THE POPULATION
09:42:18 REQUIREMENTS AND WE DON'T REQUIRE ANY CHANGES.
09:42:20 SO THAT'S THE MOTION TODAY FROM THE COUNCIL.
09:42:24 BUT WHAT I DO WANT TO SAY IS THAT, AGAIN, WE CONTINUE TO
09:42:27 LOOK AT IT ON AN ONGOING BASIS.
09:42:29 THAT DOESN'T MEAN THAT IF WE SEE SOMETHING NEXT YEAR AND WE
09:42:32 NEED A CHANGE, WE CAN COME BACK TO YOU AND DO IT AT ANY
09:42:35 TIME.
09:42:36 WE DON'T HAVE TO WAIT FOR THAT.
09:42:38 IF WE DO NEED TO COME BACK NEXT YEAR WITH SOMETHING, WE
09:42:41 WILL.
09:42:42 >>Mayor Ribble: ANY QUESTIONS FROM COUNCIL?
09:42:43 DO WE HAVE ANYONE SIGNED UP TO SPEAK?
09:42:49 >>Carol Sacco: WE HAVE NO ONE SIGNED UP AND NO E-COMMENTS.
09:42:54 >> SO MOVED.
09:42:55 >>Mayor Ribble: COUNCILMAN LOPEZ.
09:42:58 SECOND BY COUNCILMAN McLAIN.
09:42:59 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
09:43:03 >>Rafael Lopez: AYE.

09:43:05 >>Lori Fayhee: AYE.
09:43:06 >>Jon McLain: AYE.
09:43:08 >>Jeff Hunt: AYE.
09:43:09 >>Vice-Mayor Zalucki: AYE.
09:43:10 >>Mayor Ribble: AYE.
09:43:11 7B, ECO-HISTORIC PLANNING STUDY CONTRACT.
09:43:38 STEVE, WOULD YOU LIKE TO INTRODUCE THIS?
09:43:43 >>Steven Sarkozy: THANK YOU, MADAM MAYOR, MEMBERS OF
09:43:46 COUNCIL.
09:43:46 THE ECO-HISTORIC PLANNING STUDY CONTRACT IS THE CONSULTING
09:43:54 CONTRACT WITH AN URBAN DESIGN FIRM FOR THE REVIEW OF THE
09:43:59 AREA NORTH OF WILLIAMS STREET ALL THE WAY TO OUR NORTHERN
09:44:02 BORDER ALONG U.S. 41.
09:44:06 THIS IS AN AREA WHERE WE HAVE SOME SUBSTANTIAL LAND
09:44:11 AVAILABLE FOR FUTURE DEVELOPMENT.
09:44:14 AND THE TYPES OF USES ALONG THAT CORRIDOR ARE GOING TO VARY
09:44:18 QUITE A BIT DUE TO JUST THE NATURE OF THE COMMUNITY AND THE
09:44:23 FACT THAT WE HAVE SOME ECOLOGICALLY SIGNIFICANT AREAS, LIKE
09:44:26 THE PARK, STATE PARK AND OUR PROPERTY ON THE CORNER OF

09:44:29 CORKSCREW AND U.S. 41 PLUS ALSO THE HISTORIC NATURE OF SOME
09:44:35 OF THE PROPERTY THAT ARE INCLUDING THE KORESHAN PARK AND THE
09:44:42 OLD VILLAGE AS WELL AS THE OLDER HOME THAT'S OWNED BY THE
09:44:49 STATE PARK THAT WE CALLED MARISOL.
09:44:52 WE HAVE A $450,000 STUDY GRANT, AND THE 450,000 COMES FROM
09:45:01 THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER

09:45:04 RECOVERY EFFORT.
09:45:05 THAT'S THE $1.1 BILLION THAT WAS GIVEN BY HUD TO LEE COUNTY
09:45:15 FOR THE PURPOSE OF LOOKING AT LAND USES AND HOW THEY CAN BE
09:45:20 DEVELOPED WITHOUT BEING IMPACTED BY NATURAL DISASTERS.
09:45:27 WE HAD THREE PROPOSALS HERE, AND THE GROUP THAT WAS
SELECTED
09:45:33 WAS LAND DESIGN.
09:45:34 AND WHAT I'D LIKE TO DO IS CALL ON CHRIS BAKER WHO IS OUR
09:45:39 ASSISTANT COMMUNITY DEVELOPMENT DIRECTOR, TO TALK A LITTLE
09:45:45 BIT ABOUT THE PROPOSAL HERE FROM LAND DESIGN AND THEN HOW
09:45:48 THIS PROJECT WILL PROCEED OVER THE NEXT 12 TO 18 MONTHS.
09:45:52 CHRIS.
09:45:52 >>Chris Baker: THANK YOU, SIR.
09:45:54 GOOD MORNING, EVERYBODY.
09:45:55 GOOD MORNING, MAYOR, COUNCIL.
09:45:57 JUST TO FOLLOW UP ON WHAT STEVE'S GREAT INTRODUCTION WAS,
09:46:02 THE VILLAGE DID RECEIVE A GRANT AWARD FROM LEE COUNTY FOR
09:46:06 $450,000.
09:46:07 IN THE SPRING OF 2024.
09:46:15 AS STEVE INDICATED, WE WENT OUT FOR RFP, COMPETITIVE
09:46:19 SELECTION PROCESS.
09:46:20 THE VILLAGE DID THE EVALUATIONS AND WE HAVE SELECTED LAND
09:46:23 DESIGN, WHICH, AS STEVE INDICATED, IS AN URBAN DESIGN
09:46:27 LANDSCAPE ARCHITECTURE PLANNING FIRM, WHO ALSO BROUGHT
WITH
09:46:31 THEM ON THEIR TEAM ADDITIONAL ECONOMIC ANALYSIS PARTNERS,
09:46:36 REAL ESTATE PARTNERS, ENGINEERS, AND OTHER URBAN DESIGNERS.

09:46:40 SO IT IS A MULTIDISCIPLINARY TEAM THAT WILL BE PROVIDING
09:46:44 SERVICES FOR THE VILLAGE IN THIS STUDY AREA, WHICH IS A
09:46:47 LITTLE BIT MORE THAN A SQUARE MILE.
09:46:51 SO THE PURPOSE OF THE PLAN IS TO REALLY DEVELOP -- BASED ON
09:46:58 OPPORTUNITIES AND CONSTRAINTS OF THE NATURAL ENVIRONMENT,
09:47:01 ECONOMIC AND MARKET REALITIES WITH THE INTENT OF IMPROVING
09:47:06 INFRASTRUCTURE, INCREASING HOUSING CHOICES, AND
DEVELOPMENT
09:47:09 IN THE AREA, IMPROVING THE ECONOMIC VITALITY, WHICH INCLUDES

09:47:13 THE VILLAGE PROPERTY AS WELL, AND ALSO TO MITIGATE THE
09:47:17 IMPACT OF FUTURE -- HOPEFULLY NONE -- DISASTERS.
09:47:21 AS A RESULT, THE PLAN WILL BE THE BASIS FOR REDEVELOPMENT OF
09:47:26 THIS ENTIRE AREA AND DEVELOPMENT OF THE AREA BECAUSE IT IS A
09:47:29 LITTLE BIT UNDERUTILIZED IN THE OLD ESTERO AREA AS WELL.
09:47:32 WITH THE PURPOSE OF MAKING THIS A DESTINATION NOT ONLY FOR
09:47:36 VILLAGE RESIDENTS, BUT FOR OTHERS TO COME INTO THE VILLAGE
09:47:39 AS WELL.
09:47:39 AS YOU CAN IMAGINE, A PROJECT LIKE THIS IS COMPLEX.
09:47:43 OUR SCHEDULE STARTS IN MAY, ASSUMING THE COUNCIL APPROVES
09:47:47 THE CONTRACT TODAY.
09:47:48 IT IS A 12-MONTH HORIZON.
09:47:50 SO IT WOULD BE STARTING MAY 2025 AND CONCLUDING IN MAY OF
09:47:54 2026.
09:47:55 THERE ARE VARIOUS STEPS THROUGHOUT THE ENTIRE PROJECT THAT
09:47:58 INCLUDE ENGAGING WITH COUNCIL MEMBERS, PLANNING, ZONING,
09:48:02 DESIGN BOARD MEMBERS, AS WELL AS THE GENERAL PUBLIC.

09:48:05 IMPORTANTLY, THE LANDOWNERS IN THAT AREA AS WELL.
09:48:07 SO IT WILL BE A COLLABORATIVE PROCESS THAT'S FULLY
09:48:11 TRANSPARENT THAT PEOPLE WILL HAVE THE OPPORTUNITY TO CHOOSE
09:48:13 TO PARTICIPATE IN OVER THIS 12-MONTH PROCESS.
09:48:15 AS INDICATED, THE GRANT AWARD WAS FOR $450,000.
09:48:21 THE PROJECT COST IS $430,000.
09:48:24 AND WE HAVE A $43,000 CONTINGENCY AS WELL.
09:48:27 SO I'M PLEASED TO SAY THAT THE VILLAGE AND THE LEAD, THE
09:48:32 PRIME CONSULTANT, WHICH IS LAND DESIGN, HAVE COME TO
09:48:34 AGREEMENT ON THE CONTRACT, THE SCOPE, THE SCHEDULE, AND THE
09:48:38 COST OF THE PROJECT.
09:48:40 TODAY, WE'RE SIMPLY ASKING FOR COUNCIL'S APPROVAL OF THE
09:48:44 CONTRACT, THE CONTINGENCY, AND AUTHORIZING THE SIGNATURES
ON
09:48:48 THE APPROPRIATE PAPERWORK AND CONTRACT DOCUMENTS.
09:48:50 >>Mayor Ribble: THANK YOU, CHRIS.
09:48:51 ANY QUESTIONS FROM COUNCIL?
09:48:52 COUNCILMAN HUNT.
09:48:53 >>Jeff Hunt: THANK YOU.
09:48:55 AS THE VILLAGE MANAGER KNOWS, I'M VERY EXCITED ABOUT THIS
09:49:01 PARTICULAR PROJECT.
09:49:01 AS HE CLEARLY STATED, THE ECOLOGICAL AND HISTORICAL
09:49:04 SIGNIFICANCE OF THE AREA, I THINK WHAT'S IMPORTANT TO THE
09:49:08 VILLAGE.
09:49:09 I SEE THAT THE CONTRACTOR CONTROLS ABOUT A THIRD OF THE TIME
09:49:14 OF THIS ONE-YEAR SCHEDULE.

09:49:16 IT LOOKS LIKE TWO MONTHS OR EIGHT WEEKS, PLANNED DEVELOPMENT
09:49:20 AND THEN FINAL DEVELOPMENT.
09:49:21 IS THERE ANY WAY TO CUT THAT DOWN?
09:49:23 DOES THIS REALLY HAVE TO TAKE A YEAR?
09:49:27 >>Chris Baker: SO A COMPLEX PLANNING PROJECT LIKE THIS IS
09:49:31 GOING TO TAKE TIME BECAUSE WE WANT TO ENGAGE WITH THE
09:49:34 OWNERS.
09:49:35 WE WANT TO HAVE DATA AS A BASIS OF WHAT THE ECONOMICS CAN
09:49:39 SUPPORT, WHAT THE CONSTRAINTS OF THE NATURAL ENVIRONMENT
09:49:42 ARE.
09:49:42 AND THEN ALSO ENGAGE WITH THE PUBLIC.
09:49:44 SO WE HAVE TO MAKE SURE THAT THERE IS ENOUGH TIME FOR PUBLIC
09:49:47 NOTICE, COORDINATE AND FACILITATE THOSE MEETINGS BECAUSE WE
09:49:51 WANT TO MAKE SURE PEOPLE HAVE THE OPPORTUNITY TO HAVE THEIR
09:49:54 VOICES AND THEIR INPUT GIVEN.
09:49:56 BY THE TIME YOU GO THROUGH ALL OF THOSE STEPS IN CONJUNCTION
09:49:58 WITH THE HOLIDAYS AND EVERYTHING ELSE, IT'S JUST GOING TO
09:50:02 END UP PROBABLY CLOSE TO 12 MONTHS.
09:50:06 WE'RE HAPPY TO FACILITATE IT.
09:50:08 WE WON'T JUST SIT AROUND AND SAY, OH, YOU KNOW WHAT, SAID 12
09:50:11 MONTHS.
09:50:12 IF IT'S SHORTER THAN THAT, WE WILL.
09:50:14 I THINK THIS IS A CONSERVATIVE SCHEDULE.
09:50:20 >>Vice-Mayor Zalucki: THANK YOU, CHRIS.
09:50:21 I CAN SEE WE'LL GET A REALLY COMPREHENSIVE REPORT, LOTS OF

09:50:25 DATA, KIND OF GUIDING US, WHAT THE FUTURE LOOKS LIKE.
09:50:29 ARE THERE GOING TO BE ANY CONCEPTUAL DESIGNS ALONG WITH THIS
09:50:32 PACKAGE, CHRIS?
09:50:33 >>Chris Baker: THE ANSWER TO THAT IS, YES, SIR, THERE WILL
09:50:36 BE.
09:50:36 THE VILLAGE COUNCIL WILL HAVE AN OPPORTUNITY TO SEE THOSE AS
09:50:38 WELL AS THE GENERAL PUBLIC.
09:50:40 PART OF THE PROJECT AS WELL IS FOCUSING ON AND IDENTIFYING
09:50:46 INFRASTRUCTURE IMPROVEMENTS THAT NEED TO BE MADE IN ORDER TO
09:50:48 SUPPORT WHAT THE PLANS WILL END UP CALLING FOR AS WELL AS
09:50:52 SOME COST ESTIMATES WITH THOSE.
09:50:53 SO WE'LL HAVE -- I'M MAKING THINGS UP, IF WE NEED TO REBUILD
09:50:59 ROADS OR WORK WITH OUR PARTNERS TO EXTEND ADDITIONAL
09:51:02 UTILITIES, WE CAN HAVE THOSE IDENTIFIED AND WHAT THOSE COSTS
09:51:05 ARE SO WE CAN APPROPRIATELY PLAN WITH OTHERS WHAT THOSE

09:51:09 IMPACTS WOULD BE AND THE TIMING OF THOSE.
09:51:12 SO THERE WILL BE A GOOD LEVEL OF DETAIL WITH THESE PLANS.
09:51:14 IT'S JUST NOT A BUBBLE PLAN.
09:51:17 >>Vice-Mayor Zalucki: THANK YOU.
09:51:19 >>Chris Baker: YES, SIR.
09:51:19 >>Mayor Ribble: COUNCILMAN McLAIN.
09:51:21 >>Jon McLain: CHRIS, THANKS FOR YOUR COMMENTS.
09:51:23 I'M EXCITED ABOUT THIS PROJECT, BUT I'M NOT REALLY SURE WHAT
09:51:27 IT'S GOING TO LOOK LIKE WHEN WE'RE DONE.
09:51:30 I DON'T KNOW IF YOU HAVE A MAP OF THE AREA THAT'S THERE.

09:51:32 BUT WHEN I LOOK AT THE MAP, YOU KNOW, TAKE HERTZ AS AN
09:51:39 EXAMPLE OF THAT, THEY ARE DONE.
09:51:40 I'M NOT SURE IF THERE IS INVOLVEMENT WITH THEM IN ALL THESE
09:51:45 OUTREACH THAT WE'RE DOING.
09:51:47 I LOOK AT HERTZ.
09:51:49 I LOOK AT I THINK WE APPROVED UP ON CORKSCREW WHICH IS IN
09:51:53 THERE, THE TOLL BROTHERS PROPERTY ON VIA COCONUT WITH SCOPE
09:51:58 ALREADY PLANNED IN THERE.
09:52:00 WE CHALLENGE THEM PLAY AREA, SWIMMING POOLS AND ALL THAT.
09:52:05 VIA COCONUT, WE HAVE THE 330 APARTMENTS GOING IN THERE.
09:52:09 THE ONLY THING THEY DON'T HAVE ARE THE RESTAURANTS GOING IN
09:52:12 THE FRONT.
09:52:13 HOW DO YOU ENGAGE WITH THOSE PEOPLE?
09:52:16 AND WHAT'S THE DIFFERENCE THAT I'M GOING TO SEE FROM WHAT
09:52:19 WE'VE ALREADY APPROVED NOW VERSUS AFTER ONE MORE YEAR OF
09:52:24 WORK?
09:52:26 >>Chris Baker: THAT IS AN EXCELLENT QUESTION.
09:52:28 THANK YOU FOR ASKING THAT.
09:52:30 OBVIOUSLY, THE PROJECTS THAT ARE BUILT AS MORE OF A
09:52:34 POTENTIAL REDEVELOPMENT OPPORTUNITY, NOT NECESSARILY
09:52:39 EXPECTING THERE TO BE A TOTAL REDESIGN OF THE HERTZ CAMPUS,
09:52:42 SO TO SPEAK, BUT THERE ARE OTHER OPPORTUNITIES FOR
09:52:45 UNDERUTILIZED PROPERTIES UP AND DOWN 41 WITHIN THAT STUDY
09:52:49 AREA, AND WE'RE HOPING THAT BY WORKING WITHIN THE MARKET
09:52:53 REALITIES AND THE CONSTRAINTS OF THE NATURAL ENVIRONMENT
AND

09:52:56 IDENTIFYING IMPROVEMENTS THAT NEED TO BE MADE THAT WE CAN
09:52:59 JUMP START REINVESTMENT IN THOSE AREAS.
09:53:01 ADDITIONALLY, THERE'S SIGNIFICANT PROPERTY THAT IS VACANT,
09:53:06 THAT IS UNDER DISCUSSION, POTENTIAL DISCUSSION FOR FUTURE
09:53:10 DEVELOPMENT, AND IT'S THOSE OPPORTUNITIES THAT WE WANT TO
09:53:12 SEIZE ON IN ORDER TO LEVERAGE FOR THE LONG-TERM BENEFIT OF

09:53:15 THE VILLAGE.
09:53:18 >>Jon McLain: HOSPITAL CORPORATION OF AMERICA, THEY HAVE A
09:53:20 HUNDRED ACRES.
09:53:21 WE'VE ALL SEEN PRELIMINARY CONCEPTS, PROBABLY TWO OR THREE
09:53:24 AT LEAST.
09:53:26 IF THAT CAN BE WORKED OUT THAT WOULD BE REALLY GREAT.
09:53:30 ALSO, I LOOK AT THE STATE PARK.
09:53:32 I'M GOING, OKAY, WHAT ARE WE GOING TO DO WITH THE STATE
09:53:35 PARK?
09:53:36 THAT WOULD BE INTERESTING TO SEE GREAT IDEAS, CAN THEY GET
09:53:40 IMPLEMENTED?
09:53:40 >>Chris Baker: SURE.
09:53:41 >>Jon McLain: SO, WHEN I START LOOKING AT THIS PROJECT, I'M
09:53:45 GOING, GREAT, WE OWN 60, WHAT, ACRES ON THE RIVER.
09:53:51 WE NEED HELP THERE.
09:53:52 I WOULD REALLY LIKE TO SEE US, THAT IS A MAJOR FOOTPRINT FOR
09:53:55 THE VILLAGE OF ESTERO, AND WE'RE GOING TO TALK LATER TODAY
09:53:59 OVER SOME OF THE IMPROVEMENTS WE'RE DOING IN THE SOUTH SIDE
09:54:03 AND A LITTLE BIT ON THE NORTH SIDE.

09:54:04 BUT THERE IS A LOT OF LAND ON THE NORTH SIDE THAT REALLY
09:54:07 NEEDS A FOCUS.
09:54:08 I GUESS IN MY ONE-ON-ONES, I'M GOING TO LOOK AT AREAS WHERE
09:54:13 WE NOT JUST HAVE A BUNCH OF PICTURES AND ALL THAT, BUT THAT
09:54:16 WE GET SOME REAL ACTION PLANS THAT WE CAN COME OUT OF THIS
09:54:20 THING.
09:54:21 AND THERE ARE OTHER VACANT PROPERTIES IN THERE.
09:54:24 IF WE CAN GET THE OWNERS INVOLVED, THAT'S GREAT.
09:54:27 IF WE CAN'T, WE'LL HAVE TO DO WHAT WE HAVE TO DO.
09:54:30 I'M ALL IN FOR THE INFRASTRUCTURE AND FOR STORM CONTROL AND
09:54:33 THE LIKE.
09:54:33 ANY HELP WE CAN GET FROM OTHER OUTSIDE PROFESSIONALS I THINK
09:54:37 IS GOING TO BE A POSITIVE FOR US.
09:54:40 THANK YOU FOR LISTENING.
09:54:42 >>Chris Baker: YES, SIR.
09:54:42 THANK YOU.
09:54:44 >>Mayor Ribble: I THINK WE'RE ALL REALLY EXCITED TO SEE WHAT
09:54:47 COMES OUT OF THIS STUDY.
09:54:48 LIKE YOU SAID, JON, THERE IS A LOT OF VACANT PROPERTY THAT
09:54:51 NEEDS SOME KIND OF DETAILED STUDY.
09:54:54 SO WE'LL SEE WHAT THIS BRINGS.
09:54:56 ANY OTHER QUESTIONS?
09:54:57 MADAM CLERK, ANY PUBLIC COMMENT?
09:55:00 >>Carol Sacco: NO, MAYOR, NONE AND NO E-COMMENTS.

09:55:02 >>Mayor Ribble: THANK YOU, CHRIS.

09:55:03 >>Chris Baker: THANK YOU.
09:55:04 >>Mayor Ribble: AT THIS TIME, CAN I HAVE A MOTION TO APPROVE
09:55:06 THIS?
09:55:06 COUNCILWOMAN FAYHEE.
09:55:10 SECOND BY COUNCILMAN HUNT.
09:55:12 MADAM CLERK, PLEASE CALL THE ROLL.
09:55:14 >>Jeff Hunt: AYE.
09:55:16 >>Jon McLain: AYE.
09:55:18 >>Lori Fayhee: AYE.
09:55:19 >>Rafael Lopez: AYE.
09:55:21 >>Vice-Mayor Zalucki: AYE.
09:55:21 >>Mayor Ribble: AYE.
09:55:22 AGENDA ITEM 7C, LANDSCAPING, MOWING AND IRRIGATION SERVICES.
09:55:34 STEVE, WOULD YOU INTRODUCE THIS?
09:55:35 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:55:37 AS YOU'RE WELL AWARE, WE OPERATE UNDER THE GOVERNMENT-
LIGHT
09:55:42 APPROACH TO OUR OPERATIONS.
09:55:46 THAT ALLOWS US FLEXIBILITY TO MORPH OUR RESPONSE AND OUR
09:55:54 SIZE OF THE OPERATION TO WHERE IT IS NEEDED.
09:55:56 AS A RESULT, WE DO A LOT OF OUR WORK BY CONTRACTING.
09:55:59 AND ONE OF THE MAJOR CONTRACT EFFORTS THAT WE HAVE IS THE
09:56:05 MAINTENANCE OF THE PUBLIC RIGHTS-OF-WAY AND SOME OF OUR
PARK
09:56:08 AREAS.
09:56:09 RECENTLY, WE BID OUT ALL OF THAT WORK AND GOTTEN FOUR
09:56:16 PROPOSALS.

09:56:17 WE DIVIDED UP THE FINAL CONTRACT AWARD INTO TWO, BETWEEN
09:56:27 MAIN SCAPE AND P & T LAWN AND TRACTOR SERVICES.
09:56:30 P & T HAS BEEN OUR PROVIDER HERE FOR A LONG PERIOD OF TIME,
09:56:37 SEVERAL YEARS, AND HAS DONE A GREAT JOB.
09:56:40 AND MAIN SCAPE WAS REALLY NEW TO US.
09:56:43 ULTIMATELY, MAIN SCAPE PULLED OUT OF THE BID PROCESS, WHICH
09:56:47 THEY CAN DO IN TERMS OF THE WAY WE BID THIS, LEAVING P & T
09:56:55 THE LONE REMAINING LOW BID.
09:56:59 WE'RE RECOMMENDING THEN THAT WE GO WITH P & T FOR THE FULL
09:57:03 AMOUNT OF THIS CONTRACT IN THE AMOUNT OF $2,896,517 WITH A
09:57:11 CONTINGENT ACCOUNT AND THEN AUTHORIZING US TO SIGN THE
09:57:16 AGREEMENT.
09:57:16 WE'VE BEEN PLEASED WITH P & T'S WORK.
09:57:21 WE DID OPEN THIS UP AS PART OF THE EFFORT TO GET THE LOWEST

09:57:25 RESPONSIBLE BIDDER, AND WE'RE BACK WITH P & T.
09:57:30 THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
09:57:34 >>Mayor Ribble: COMMENTS FROM COUNCIL?
09:57:35 VICE-MAYOR.
09:57:39 >>Vice-Mayor Zalucki: THE ONLY QUESTION I HAVE, NOW THAT IT
09:57:42 WILL GO TO ONE CONTRACTOR VERSUS MAIN SCAPE AND P & T, IS
09:57:46 THAT -- IS IT GOING TO OVERBURDEN THEM?
09:57:49 SECOND QUESTION, WAS THERE A SPECIFIC REASON WHY MAIN SCAPE
09:57:54 WITHDREW THEIR COMPETITIVE BID?
09:57:56 >>Steven Sarkozy: P & T IS DOING A LOT OF OUR WORK NOW, AND
09:57:59 WE DON'T THINK THIS WILL CAUSE A PROBLEM WITH P & T.

09:58:05 THEY SHOULD BE ABLE TO RAMP UP SLIGHTLY TO ACCOMMODATE
SOME
09:58:08 OF THE NEW WORK WE HAVE IN HERE.
09:58:10 AS TO WHY MAIN SCAPE DROPPED, WE THINK THAT THEY SAW THAT
09:58:15 THEY LEFT A LOT OF MONEY ON THE TABLE.
09:58:18 AND AS A RESULT BACKED OUT.
09:58:20 SO THEY DID NOT REALLY CONSIDER SOME OF THEIR EXPENSES.
09:58:28 AND AS A RESULT, WANT TO ASSUME A CONTRACT WHERE THEY MIGHT
09:58:34 BE OVERBURDENED AND POSSIBLY LOSE MONEY.
09:58:38 >>Mayor Ribble: COUNCILMAN McLAIN.
09:58:42 >>Jon McLain: JUST SOME COMMENTS.
09:58:43 I'VE BEEN HERE FOR QUITE SOME TIME.
09:58:45 WE ARE NOW KIND OF IN A DIFFERENT STAGE IN THE VILLAGE OF
09:58:48 ESTERO.
09:58:48 WE'VE BEEN ACQUIRING AREAS.
09:58:50 NOW WE'VE GOT TO MAINTAIN IT AND ALL THAT.
09:58:52 I KIND OF WORRY ABOUT HOW THIS BID WENT OUT.
09:58:58 AS STEVE INDICATED, THEY WITHDREW.
09:59:00 THEY FOUND OUT THAT THEY UNDERBID IT.
09:59:03 I BELIEVE THAT IN THE FUTURE WE NEED TO COVER OUR BASES ON
09:59:06 THAT A LITTLE BETTER WITH A SURETY BOND OR SOMETHING.
09:59:10 WE SHOULD AT LEAST CONSIDER THAT.
09:59:12 I'VE HEARD COMMENTS THAT IF WE REQUIRE BONDING ON THESE
09:59:15 QUOTES THAT THEY GIVE, THAT COULD RAISE THE COST SLIGHTLY.
09:59:21 THE FACT IS AND I DON'T KNOW THE EXACT NUMBER, WE ARE GOING
09:59:24 TO BE PAYING MORE MONEY GOING TO P & T AS 100%.

09:59:29 THEY ARE THE LOW BIDDER.
09:59:30 REALLY THE ONLY BIDDER NOW.
09:59:32 I WOULD LIKE TO MAKE SURE THAT WE LOOK AT HOW WE GO OUT FOR
09:59:37 CONTRACTS THAT ARE OF SUBSTANTIAL VALUE.
09:59:39 $3 MILLION I THINK IS PRETTY SUBSTANTIAL.

09:59:43 WE DON'T HAVE TO SOLVE THAT TODAY, BUT I DO THINK WE NEED TO
09:59:49 LOOK AT THAT IN THE FUTURE.
09:59:51 THE $3 MILLION BASICALLY WE'RE LOOKING AT, THAT'S NOT GOING
09:59:56 TO START RIGHT AWAY.
09:59:58 WE'RE NOW ABOUT A MILLION THREE, AND THAT WILL GROW.
10:00:01 I THINK YOU ASKED FOR, GEORGE, I THINK THAT ALSO GIVES P & T
10:00:08 A CHANCE TO BUY MORE EQUIPMENT AS THEY EXPAND, CORKSCREW
10:00:11 WILL BE THE MAJOR IMPACT IN THAT.
10:00:12 I THINK P & T DOES A GREAT JOB ON ESTERO PARKWAY AND THE
10:00:20 LIKE.
10:00:20 SO I THINK I'M OKAY WITH THE CONTRACT, BUT I DON'T LIKE THE
10:00:24 WAY WE GOT TO IT.
10:00:25 I THINK WE NEED TO IMPROVE THAT.
10:00:27 I AM ALSO CONCERNED ABOUT, YOU HAVE A FIXED CONTRACT LIKE
10:00:31 THIS, WE HAVE THE $200,000 OF CONTINGENCY, AND I GUESS,
10:00:39 STEVE, I LOOK AT THAT AND SAY IS THAT FOR REPLACEMENT OF
10:00:42 TREES THAT GET BLOWN OVER BY A STORM OR DIES FOR WHATEVER
10:00:47 REASON?
10:00:49 BECAUSE I GUESS THE CONTRACT IS ONLY SAYING, HEY, WE'LL CUT
10:00:53 THE TREES, WE'LL DO THIS.

10:00:54 SO YOU NEED SOME LEVERAGE IN THERE.
10:00:58 IS 200 THE RIGHT AMOUNT?
10:01:00 I DON'T KNOW.
10:01:01 I DON'T WANT TO NICKEL AND DIME THAT CONTRACT.
10:01:05 BUT I GUESS WHAT I'D LOOK AT IS, IS IT MAYBE ONCE A QUARTER?
10:01:10 THE OTHER THING I'M ASKING, WHO OVERSEES THIS CONTRACT ON A
10:01:14 DAY-TO-DAY BASIS?
10:01:17 >>Steven Sarkozy: WELL, DAVID WILLEMS HAS THE OVERALL BROAD
10:01:22 REVIEW AS WELL AS FRANK CANNELLA, WHO IS ON STAFF.
10:01:26 >>Jon McLain: I GUESS I WOULD LIKE TO ASK THAT WE LOOK AT A
10:01:30 QUARTERLY KIND OF REVIEW ON THIS, JUST A QUICKIE.
10:01:34 JUST SAY, HEY, HERE IS HOW THE CONTRACT IS GOING.
10:01:37 WE'VE GOT PROBLEMS HERE.
10:01:38 WE'VE GOT PROBLEMS HERE.
10:01:39 BUT WE'RE RESOLVING THOSE.
10:01:41 THEY ARE TRIMMING ON TIME.
10:01:42 SO MAYBE AN UPDATE ONCE A QUARTER, EVERY FOUR, FIVE MONTHS
10:01:47 MAYBE WOULD BE WORTHWHILE HAVING THAT.
10:01:49 AND TO LOOK AT HOW IS THE CONTINGENCY DOING?
10:01:52 ARE WE SPENDING CONTINGENCY DOLLARS AND WHERE, AND DO WE
10:01:55 WANT TO REPLACE EVERY TREE THAT COMES DOWN?
10:01:58 HAVE SOME SAY IN THAT.
10:02:01 I'M NOT TRYING TO BE PICKY, BUT THERE ARE COSTS IN THE

10:02:06 VILLAGE GOING FORWARD AS WE DEVELOP OUR RECREATION AREAS
10:02:11 THERE.

10:02:11 THE COUNCIL, I THINK, HAS TO HAVE SOME BETTER OVERSIGHT THAN
10:02:16 WE HAD TO IN THE PAST 10 YEARS.
10:02:18 I THINK THAT'S ALL THE COMMENTS I'VE GOT.
10:02:24 THANK YOU FOR LISTENING.
10:02:26 >>Mayor Ribble: ANYONE ELSE?
10:02:29 >>Robert Eschenfelder: MAYOR, CAN I PICK UP ON A FEW THINGS?
10:02:31 FIRST OF ALL, FOR THE VICE-MAYOR'S QUESTION, RECALL THAT
10:02:35 P & T DID BID ON THE ENTIRETY OF THE WORK.
10:02:38 SO IN TERMS OF THERE BEING AN OVERBURDEN, IN THEIR
10:02:43 PERSPECTIVE, HAD THEY BEEN AWARDED EVERYTHING TO BEGIN WITH,
10:02:45 THEY WOULD HAVE THE CAPACITY.
10:02:48 I WOULDN'T BE TOO CONCERNED ABOUT THAT.
10:02:52 WITH RESPECT TO THE PROCESS THAT WAS USED AND SO FORTH,
WHEN
10:02:55 ANY LOCAL GOVERNMENT GOES OUT FOR A BID, INVITATION TO BID,
10:03:00 THE SOLICITATION SAYS, HERE ARE OUR SPECS, THE SCOPE OF
10:03:07 SERVICE THAT WE NEED.
10:03:08 WE WANT YOU TO MAKE SURE YOU UNDERSTAND IT.
10:03:11 IF YOU DON'T UNDERSTAND IT, THERE IS A QUESTION PERIOD WHERE
10:03:15 YOU CAN ASK THE QUESTIONS AND ISSUE AN ADDENDA THAT LET'S
10:03:18 EVERYBODY KNOW WHAT THE ANSWER IS TO THE QUESTION.
10:03:20 AT THE END OF THAT, WE EXPECT A HARD BID.
10:03:23 AND WE EXPECT THAT YOU WILL HOLD THAT BID PRICE UNTIL WE
10:03:27 MAKE THE AWARD.
10:03:28 AND IF YOU ARE THE LOWEST BIDDER ON ALL OR SOME PHASE OF
10:03:33 WHAT WE'RE ASKING FOR, YOU WILL DO THE WORK.

10:03:36 YOU WILL COME UNDER CONTRACT.
10:03:38 SO THE ENTITY THAT CHOSE TO PULL OUT, I JUST WANT TO MAKE
10:03:44 CLEAR, THEY WEREN'T REALLY ENTITLED TO PULL OUT.
10:03:47 THEY SUBMITTED A BID, WHICH IN CONTRACT LAW WORLD IS AN
10:03:50 OFFER.
10:03:51 WE ACCEPTED THAT OFFER.
10:03:53 THEY WERE UNDER CONTRACT.
10:03:55 THE UNFORTUNATE THING, THOUGH, IS, WHEN THE VENDOR COMES
AND
10:03:59 SAYS, WHOOPS, WE, AS THE MANAGER SAID, WE REALIZED WE LEFT A
10:04:03 BUNCH OF MONEY ON THE TABLE OR OUR STAFF MISCALCULATED AND
10:04:08 SAID HUNDRED THOUSAND VERSUS A MILLION OR WHATEVER IT IS, IF
10:04:13 WE WANT THEM TO PERFORM, WE CAN SUE THEM FOR BREACH OF
10:04:17 CONTRACT IMMEDIATELY.

10:04:18 BUT THAT'S A TIME-CONSUMING THING.
10:04:20 IF THEY REFUSE TO PERFORM, THEY REFUSE TO PERFORM.
10:04:24 WE CAN DEBAR THEM OR SUSPEND THEM UNDER THE NEW PROCUREMENT
10:04:28 CODE, BUT THAT TAKES ONE VENDOR OFF THE TABLE IN A SEA OF
10:04:33 NOT ALL THAT MANY VENDORS WHO DO THIS WORK WELL AND
10:04:35 RELIABLY, AND THIS COMPANY WAS A QUALIFIED COMPANY.
10:04:39 SO THAT'S NOT NECESSARILY THE SOLUTION.
10:04:43 COUNCILMEMBER McLAIN DID CALL ME I THINK LAST WEEK TO TALK
10:04:46 ABOUT IT.
10:04:47 ONE POINT I MADE AND SINCE MET WITH OUR PROCUREMENT MANAGER
10:04:50 TO MAKE SURE THAT WE MAKE BETTER USE OF SOMETHING CALLED A
10:04:54 BID BOND.

10:04:55 WHAT A BID BOND IS, AS COUNCILMEMBER McLAIN MADE REFERENCE
10:04:58 TO, IF YOU DO PUT IN A BID AND WE AWARD YOU BASED UPON THAT
10:05:03 BID AND THEN YOU REFUSE, WE CALL THE BOND.
10:05:06 AND THE BOND AMOUNT IS THE AMOUNT OF FINANCIAL DAMAGE THAT
10:05:09 WE INCUR, WHICH IN THIS CASE WAS THE DELTA BETWEEN WHAT WE
10:05:13 WOULD HAVE PAID YOU AND WHAT WE NOW HAVE TO PAY THE VENDOR
10:05:16 THAT WE'RE GOING TO HERE TODAY.
10:05:19 WE DIDN'T DO THAT.
10:05:20 LESSON LEARNED.
10:05:22 SO OUR PROCUREMENT MANAGER IS SITTING IN THE AUDIENCE.
10:05:26 HE'S ABSOLUTELY, POSITIVELY GOING TO MAKE SURE -- IT DOES,
10:05:29 FOR THE VENDING COMMUNITY, IT ADDS A COST.
10:05:31 SO THAT WILL BE BAKED INTO THE BIDS WE GET, BUT OUR POSITION
10:05:36 IS THAT COST WOULD BE MUCH LESS THAN WHAT WE'RE FACED WITH
10:05:42 NOW IN THE OVERAGE THAT WE'RE HAVING TO DO TO GO TO THIS NEW
10:05:45 VENDOR.
10:05:46 I JUST WANTED TO FOLLOW UP ON A FEW OF THOSE THINGS, FOR
10:05:50 PEOPLE IN THE AUDIENCE WHO MAY HAVE HEARD THE DISCUSSION.
10:05:52 >>Mayor Ribble: THANK YOU FOR THAT EXPLANATION.
10:05:53 VICE-MAYOR.
10:05:55 >>Vice-Mayor Zalucki: JUST A COMMENT.
10:05:57 ROB, THANK YOU FOR THAT EXPLANATION.
10:05:59 THE REASON I WAS CONCERNED ABOUT IF P & T WOULD BE
10:06:02 OVERBURDENED IS BECAUSE OBVIOUSLY THERE WAS SOME LOGIC TO
10:06:05 ALLOW TWO CONTRACTORS TO COME IN TO KIND OF DIVIDE AND

10:06:08 CONQUER AND THAT MAKES SENSE TO ME.
10:06:10 I WANT TO MAKE SURE.
10:06:11 THEY MAY NEED TO, AS JON SAID, THEY MAY NEED TO BUY NEW

10:06:15 EQUIPMENT, EXPAND THEIR BUSINESS, WHICH IS GOOD.
10:06:17 WE CERTAINLY DON'T WANT TO COMPEL A VENDOR TO DO WORK THEY
10:06:20 DON'T WANT TO DO, IN THEIR MIND NOT BE JUSTLY COMPENSATED
10:06:23 FOR.
10:06:24 I THINK RUNNING AFTER LAWSUITS ISN'T THE RIGHT PATH.
10:06:26 TO JON'S QUESTION ABOUT THE 10%, IF I'M NOT MISTAKEN, I
10:06:34 THINK ALL CONTINGENCIES ARE BROUGHT BACK TO COUNCIL FOR
10:06:37 CONSIDERATION, UNLESS I'M WRONG ON THAT, STEVE.
10:06:39 >>Steven Sarkozy: CORRECT.
10:06:40 >>Vice-Mayor Zalucki: SO WE WOULD HAVE ANOTHER LOOK IF
10:06:43 ANYTHING WENT OVER AND SPENDING THE 10%, IT WOULD COME
BACK
10:06:46 TO COUNCIL FOR CONSIDERATION.
10:06:47 I FEEL COMFORTABLE ABOUT THAT.
10:06:49 THAT'S MY COMMENTS.
10:06:50 THANK YOU.
10:06:54 >>Jon McLain: YOU DON'T HAVE TO COME BACK TO COUNCIL TO
10:06:56 SPEND UP TO THE 200,000.
10:06:58 IF YOU GO OVER THE 200,000 --
10:07:00 >>Steven Sarkozy: IF WE GO OVER, WE WOULD COME BACK.
10:07:02 IN FACT, IN THIS CASE, PROBABLY PRETTY UNLIKELY THAT WE
10:07:06 WOULD HAVE TO TAP THAT.
10:07:09 SO IT'S NOT A MAJOR ISSUE HERE FOR US.

10:07:13 >>David Willems: REAL BRIEFLY ON THE CONTINGENCY, WHAT THAT
10:07:16 COVERS, IT DOES COVER SOME REPLACEMENT PLANTS, BUT THERE ARE
10:07:20 A LOT OF ACCIDENTS ON THE ROADS.
10:07:22 WE HAVE A LOT OF INSTANCES WHERE SOMEBODY RUNS THROUGH A
10:07:25 TREE OR RUNS THROUGH THE LANDSCAPE BED THAT WE HAVE TO
10:07:27 REPLACE ALL THE SPRINKLERS.
10:07:29 WE HAVE TO REPLACE THE TREES.
10:07:31 SO THOSE ARE THINGS WE REALLY NEED TO HAPPEN QUICKLY.
10:07:33 SO THAT'S REALLY THOSE TYPE OF THINGS THAT THAT'S FOR.
10:07:37 WE HAVE SPRINKLER HEADS THAT BREAK.
10:07:39 SOMEBODY RUNS OFF THE ROAD AND RUNS OVER A SPRINKLER, WE
10:07:41 HAVE TO FIX IT.
10:07:42 THOSE ARE THINGS THAT AREN'T IN THE ACTUAL BID, BUT THOSE
10:07:45 ARE COSTS THAT WE'RE GOING TO INCUR AS WE'RE MAINTAINING THE
10:07:51 FACILITY.
10:07:52 >>Mayor Ribble: THANK YOU, DAVID.
10:07:53 ANY OTHER QUESTIONS?
10:07:54 MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENT?
10:07:58 >>Carol Sacco: YES, MAYOR, WE DO.
10:08:00 MR. CLARK McKENZIE FROM HIGHLANDS AVENUE, ESTERO.

10:08:06 >> GOOD MORNING, COUNCIL.
10:08:07 LAWN MOWING IS VERY EXPENSIVE.
10:08:11 >>Mayor Ribble: CLARK, COULD YOU PLEASE STATE YOUR NAME, FOR
10:08:13 THE RECORD.
10:08:13 >> CLARK McKENZIE.

10:08:15 THE LAWN MOWING IS VERY EXPENSIVE.
10:08:17 I THINK THAT THE CITY COUNCIL SHOULD WORK WITH THE HIGH
10:08:24 SCHOOL HERE AND START A PROGRAM ON MAINTENANCE AND
10:08:29 LANDSCAPING.
10:08:31 IT'S A VERY BIG INDUSTRY IN THIS AREA.
10:08:38 THAT'S IMPORTANT.
10:08:40 AND THEN MAYBE YOU COULD HAVE THEM BE VERY PROGRESSIVE IN
10:08:47 NOT HAVING INTERNAL COMBUSTION MOTORS.
10:08:51 THAT WOULD BE VERY NICE IF YOU GUYS COULD START THAT.
10:08:55 YEAH, THAT WOULD BE NICE BECAUSE THE INTERNAL COMBUSTION
10:09:06 MOTORS ARE VERY NOISY AND POLLUTING, AND IT'S PART OF THE
10:09:12 DYNAMICS IF YOU DON'T HAVE THE INTERNAL COMBUSTION MOTOR,
10:09:17 THEN IT'S A LOT EASIER TO DO THE WORK BECAUSE YOU DON'T HAVE
10:09:22 THIS PROBLEM.
10:09:23 MOTORS, IT'S NOT POLLUTING.
10:09:25 THE HIGH SCHOOL STUDENTS, YOU GUYS COULD START A PROGRAM
10:09:29 OVER THERE.
10:09:32 AND THEN YOU COULD ALSO START DOING LESS FANCY PLANTINGS
10:09:41 LIKE ON ESTERO PARKWAY.
10:09:43 IT'S VERY FANCY.
10:09:44 LOOKS VERY NICE, BUT YOU KNOW THAT THE WATER IS VERY SHORT
10:09:47 HERE, RIGHT?
10:09:47 AND YOU GUYS PUT PLASTIC GRASS OVER HERE FOR THE FIELD,
10:09:56 WHICH IS GREAT.
10:09:57 I THINK YOU SHOULD PROBABLY DO MAYBE A LITTLE BIT MORE

10:10:02 PLASTIC GRASS IF YOU WANT GREEN STUFF IN SOME OF THESE
10:10:08 MEDIANS THAT ARE COSTING US TIME AND TIME AGAIN TO GET
10:10:11 REPAIRED, THE STUFF DOESN'T GROW.
10:10:15 P & T, YOU KNOW THAT THEY ARE A VERY BIG COMPANY.
10:10:25 I'M SURE WITH THE ILLEGAL IMMIGRATION THING, HALF THE STAFF
10:10:34 WILL BE GONE.
10:10:35 ALL THE POWER TO THE PEOPLE TO BE ABLE TO WORK.
10:10:38 WE GET THE BENEFIT OF THE CHEAP LABOR.
10:10:39 SOMEWHERE ALONG THE LINE, WE HAVE TO STOP HAVING FANCY
10:10:46 PLANTS, USE SO MUCH WATER.
10:10:48 MAKE SENSE THERE?
10:10:52 >>Mayor Ribble: WE'LL TAKE YOUR COMMENTS INTO CONSIDERATION.

10:10:55 >> THANK YOU.
10:10:56 THAT WOULD BE NICE.
10:10:57 >>Carol Sacco: THERE ARE NO OTHER COMMENTS.
10:10:58 AND NO E-COMMENTS.
10:11:00 >>Mayor Ribble: THANK YOU.
10:11:01 IF WE'RE READY, I'LL TAKE A MOTION.
10:11:06 COUNCILMAN LOPEZ.
10:11:07 SECOND BY THE VICE-MAYOR.
10:11:08 THANK YOU.
10:11:09 MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
10:11:13 >>Rafael Lopez: AYE.
10:11:15 >>Lori Fayhee: AYE.
10:11:17 >>Jon McLain: AYE.

10:11:18 >>Jeff Hunt: AYE.
10:11:20 >>Vice-Mayor Zalucki: AYE.
10:11:20 >>Mayor Ribble: AYE.
10:11:21 NEXT ON THE AGENDA, ITEM 7D, ESTERO RIVER NORTH BRANCH
10:11:29 REGIONAL POND PROJECT TASK ORDER 4 AMENDMENT.
10:11:31 STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
10:11:34 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:11:37 AS THE COUNCIL IS AWARE, WE HAVE AN EXISTING CONSULTING
10:11:42 CONTRACT WITH JR EVANS AND ASSOCIATES FOR THE PURPOSE OF
10:11:47 DESIGNING AND DOING THE PERMITTING FOR THE NORTH BRANCH
10:11:55 REGIONAL POND PROJECT ON THE 72 ACRES OWNED BY THE VILLAGE
10:12:01 ON THREE OAKS PARKWAY ADJACENT TO THE POST OFFICE.
10:12:06 THAT PROJECT IS INTO FEMA FOR A HAZARD MITIGATION GRANT OF
10:12:15 ABOUT $6.5 MILLION FOR THE PURPOSE OF BUILDING POND NUMBER
10:12:20 ONE THAT WOULD ALLEVIATE SOME OF THE FLOODING THAT WE
10:12:25 EXPERIENCED DURING HURRICANE IRMA.
10:12:28 IF YOU WERE AROUND AT THAT TIME, YOU WILL RECALL THAT WE HAD
10:12:33 FLOODING IN COUNTRY CREEK, THE ROOKERY, VILLAGIO, THAT WHOLE
10:12:42 AREA AS A RESULT OF THE SHEET FLOW FLOODING, THE WATER THAT
10:12:46 CAME FROM THE UPLANDS AREA THROUGH THE NORTH BRANCH.
10:12:52 IN FACT, FOR A PERIOD OF TIME, THREE OAKS PARKWAY WAS SHUT
10:12:56 DOWN.
10:12:56 IN ADDITION TO POND NUMBER ONE, WE ALSO HAVE AN OPPORTUNITY
10:13:00 TO USE THE BALANCE OF THE PROPERTY ON THAT 72 ACRES FOR AN
10:13:05 ADDITIONAL POND TO ADDRESS SOME OF THE OTHER MOVEMENTS OF

10:13:10 WATER IN THAT AREA.
10:13:12 WE'RE PROPOSING WITH THIS CONTRACT HERE AN AMENDMENT TO
THAT
10:13:23 PROJECT FOR ANOTHER $295,000 TO DO THE ENGINEERING AND

10:13:32 PERMITTING FOR POND NUMBER TWO.
10:13:34 IT WOULD BE ON THE SAME 72 ACRES AND WOULD ADDRESS THE
10:13:40 ADDITIONAL STORMWATER NEEDS IN THAT AREA, AND IT MAKES SENSE
10:13:45 THAT WE UTILIZE THE SAME ENGINEERING FIRM TO DO THAT WORK
10:13:50 BECAUSE THE PONDS, WHILE THEY WILL BE ADJACENT, THERE WILL
10:13:56 STILL BE SOME INTERACTION BETWEEN THE TWO.
10:13:58 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
10:14:03 THIS HAS BEEN DISCUSSED WITH YOU IN THE PAST AND IS SIMPLY
10:14:07 FOLLOWING FORWARD WITH THAT PLAN.
10:14:13 >>Mayor Ribble: ANY QUESTIONS FROM COUNCIL?
10:14:14 SEEING NONE IS THERE ANY PUBLIC COMMENT?
10:14:19 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:14:21 >>Mayor Ribble: MAY I HAVE A MOTION, PLEASE?
10:14:23 COUNCILMAN McLAIN.
10:14:25 A SECOND?
10:14:26 COUNCILMAN HUNT.
10:14:27 MADAM CLERK, PLEASE CALL THE ROLL.
10:14:30 >>Jeff Hunt: AYE.
10:14:32 >>Jon McLain: AYE.
10:14:34 >>Lori Fayhee: AYE.
10:14:35 >>Rafael Lopez: AYE.
10:14:37 >>Vice-Mayor Zalucki: AYE.

10:14:39 >>Mayor Ribble: AYE.
10:14:39 NEXT ON THE AGENDA WE HAVE ITEM 7E.
10:14:47 ENTERTAINMENT CAMPUS UPDATE AND GUARANTEED MAXIMUM PRICE
10:14:50 ADDENDUM.
10:14:52 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
10:14:54 THE SPORTS AND ENTERTAINMENT COMPLEX OVER ON WILLIAMS ROAD
10:15:01 ADJACENT TO THE HIGH SCHOOL IS ONE OF OUR MAJOR WORK
10:15:05 PROJECTS ONGOING THIS YEAR AND FOR THE NEXT SEVERAL YEARS.
10:15:11 THE PROJECT, AS WE ORIGINALLY CONTEMPLATED, INCLUDED THE 55
10:15:15 ACRES THAT WE HAVE ON LEASE FROM THE ESTERO HIGH SCHOOL AND
10:15:21 THE LEE COUNTY SCHOOL DISTRICT.
10:15:23 PLUS THE 20 ACRES THAT THE VILLAGE BOUGHT FROM TWO SEPARATE
10:15:28 ENTITIES THAT INCLUDED THE CHURCH PROPERTY TO THE FAR WEST
10:15:33 AND ALSO THE OLD DRIVING RANGE.
10:15:35 WHEN WE HAD THAT PROPERTY, WE BEGAN THE PROCESS OF
10:15:41 SOLICITING PUBLIC/PRIVATE PARTNERS FOR THE 20 ACRES ON THE
10:15:48 FAR WEST AND PROCEEDED WITH THAT PROJECT.
10:15:51 IN THE INTERIM, THEN, WE ALSO NEGOTIATED NOW THE PURCHASE OF
10:15:56 AN ADDITIONAL 25 ACRES RIGHT THROUGH THE MIDDLE OF THAT AREA
10:16:01 THAT HAD BEEN OWNED BY LEE COUNTY AND LEE COUNTY PARKS
10:16:06 GROUP.

10:16:06 AS A RESULT OF THAT PURCHASE OF THE ADDITIONAL 25 ACRES, THE
10:16:12 NATURE OF OUR PROJECT CHANGED, THE MASTER PLAN CHANGED.
10:16:17 AND WHAT WE WOULD LIKE TO DO TODAY IS TALK TO YOU ABOUT THE
10:16:20 CHANGES IN SCOPE IN THAT ORIGINAL CONTRACT, WHICH WAS FOR

10:16:24 ABOUT $11 MILLION, AND HOW WE'RE PROPOSING THAT WE AMEND
10:16:30 THAT CONTRACT TO BUILD OUT THE SITE CONSISTENT WITH THE NEW
10:16:35 MASTER PLAN THAT WE HAVE FOR THE TOTAL NOW 100 ACRES.
10:16:41 WHAT I'D LIKE TO DO IS TURN THIS OVER TO TRENTON.
10:16:47 TRENTON IS WORKING WITH VIESTE.
10:16:50 VIESTE IS OUR OWNER'S REPRESENTATIVE ON THE PROJECT.
10:16:55 TRENTON IS OUR KEY PERSON ON-SITE HERE COORDINATING THE
WORK
10:17:00 OF BOTH THE WRIGHT CONSTRUCTION COMPANY AND ALSO SUFFOLK
10:17:05 CONSTRUCTION ON THE PROJECT.
10:17:08 >> THANK YOU, STEVE.
10:17:10 THANK YOU VERY MUCH.
10:17:10 I APPRECIATE THE OPPORTUNITY TO SPEAK HERE TODAY.
10:17:12 FOR THE RECORD, MY NAME IS TRENTON GASKINS.
10:17:16 AS STEVE SAID, I WORK FOR VIESTE, LLC.
10:17:19 THE PURPOSE OF THE PRESENTATION IS GIVE YOU AN UPDATE TO THE
10:17:22 OVERARCHING ENTERTAINMENT CAMPUS.
10:17:23 IT IS THE CONTINUATION OF WHAT WE PRESENTED TWO WEEKS AGO.
10:17:26 TWO WEEKS AGO WAS MORE FROM THE DESIGN PERSPECTIVE AND THE
10:17:29 TECHNICAL IMPLICATIONS BASED UPON THE DESIGN CHANGES.
10:17:32 THIS PRESENTATION IS MORE FROM A CONSTRUCTION PERSPECTIVE
10:17:35 AND HOW THOSE CONSTRUCTION CHANGES AFFECTS THE PROJECT
FROM
10:17:38 A TECHNICAL AND A COMMERCIAL PERSPECTIVE.
10:17:40 I WANTED TO START WITH A VISUAL, JUST TO REMIND THE COUNCIL
10:17:45 OF EXACTLY WHERE THE ENTERTAINMENT CAMPUS STARTED AND
WHERE
10:17:48 WE ENDED UP.

10:17:49 THE REASON FOR THIS, IT'S IMPERATIVE FOR SOME OF THE
10:17:52 COMMERCIAL NUMBERS WE'RE GOING TO LOOK AT IN A FEW MINUTES.
10:17:55 THE WAY THIS IS LAID OUT, THE ORIGINAL SITE PLAN IS ON THE
10:17:58 LEFT.
10:17:58 THE CURRENT MASTER PLAN IS ON THE RIGHT.
10:18:00 SO THERE'S ESSENTIALLY FOUR MAIN CHANGES THAT HAVE BEEN
10:18:04 UPDATED IN REGARDS TO THIS MASTER PLAN.
10:18:06 THE FIRST BEING THE TOP COMMERCIAL THAT IS NOW THE HIGH 5.
10:18:11 I BELIEVE IT USED TO BE PICKLE AND CHICKEN OR CHICKEN AND
10:18:15 PICKLE.

10:18:16 APOLOGIZE.
10:18:17 BEFORE MY TIME.
10:18:18 WHAT ENDED UP HAPPENING, THE BUILDING WAS INCREASED IN SIZE,
10:18:20 THE ORIENTATION WAS CHANGED FROM AN EASTERN-FACING FRONT OF
10:18:23 HOUSE TO A NORTHERN-FACING FRONT OF HOUSE.
10:18:25 AND WHAT THAT CAUSED WAS FOR ADDITIONAL PARKING TO BE
10:18:29 ALLOCATED TO THE NORTH OF THE SITE.
10:18:30 YOU'LL SEE THERE IS A GRAY AREA THAT'S UP THERE ABOVE THE
10:18:33 PUTTING RANGE, AND WE ALSO HAD TO MOVE THE EXISTING
10:18:39 PICKLEBALL COURTS TO THE WEST OF THE SITE WHICH THEN
10:18:42 EXPANDED THE BOUNDARY OF THAT SITE.
10:18:44 BASED UPON THAT EXPANSION, WE REMOVED, YOU'LL SEE A LARGE
10:18:48 ROAD IN THE MIDDLE OF THE ORIGINAL MASTER PLAN THAT HAS BEEN
10:18:51 REMOVED.
10:18:52 YOU'LL NOTICE THAT THE LAKES ON EACH SITE PLAN HAVE CHANGED

10:18:56 A LITTLE.
10:18:57 THEY LOOK THE SAME, BUT THE ONE ON THE RIGHT IS A LITTLE BIT
10:19:01 SHORTER AND LITTLE FATTER.
10:19:03 THE LOGIC IS WE NEEDED TO MAKE ROOM FOR THAT COMMERCIAL
10:19:06 PARCEL WEST OF HIGH 5, AND WE NEEDED TO MAINTAIN THE
10:19:10 EXISTING WATER QUANTITY.
10:19:12 SO WE COULDN'T CHANGE THE QUANTITY.
10:19:14 THE BOTTOM OF THE LAKE GOT A LITTLE FATTER.
10:19:17 BASED UPON THAT, ALL OF THE DRAINAGE ON THE EXISTING SITE
10:19:20 HAD TO CHANGE BECAUSE ALL OF THAT IS NOW DRAINING TO A
10:19:22 DIFFERENT PART OF THE LAKE.
10:19:24 THE FOURTH AND FINAL CHANGE IS WE ADDED, YOU'LL NOTICE THERE
10:19:27 IS A LOT MORE PARKING ON THE NEW MASTER PLAN THAN THE
10:19:30 EXISTING MASTER PLAN.
10:19:31 I BELIEVE THERE WAS ABOUT 250 PARKING SPACES DEDICATED TO
10:19:34 HIGH 5 ON THE ORIGINAL.
10:19:36 ON THE NEW ONE, ALL IN, I THINK WE HAVE 500 WITHIN THE
10:19:40 ENTERTAINMENT CAMPUS AND ANOTHER 150 PARKING SPACES NORTH OF
10:19:44 HIGH 5.
10:19:45 SO THOSE ARE THE FOUR MAIN CHANGES THAT OCCURRED FROM BOTH
10:19:48 THE DESIGN AND CONSTRUCTION THAT AFFECTED THE OVERARCHING
10:19:50 COMMERCIAL NUMBERS.
10:19:51 NOW I'LL GO TO SOME HISTORY.
10:19:55 STEVE BROUGHT THIS UP BEFORE.
10:19:56 ESSENTIALLY, THE ORIGINAL PROJECT BUDGET OF THE EXISTING

10:19:59 MASTER PLAN WAS $11 MILLION.
10:20:01 THAT CONSISTED OF SITE GRADING AND EARTH WORK OF AROUND 1.8.
10:20:05 AND THAT WAS FOR THE SITE GRADING AS WELL AS THE LAKE
10:20:08 EXCAVATION.
10:20:09 THEN WE HAD ABOUT 9.2 MILLION FOR THE GENERAL INFRASTRUCTURE
10:20:12 INSTALLATION.
10:20:14 THAT'S THE ROADS, THE WATER/SEWER NETWORKS, AS WELL AS THE
10:20:18 REMAINING INFRASTRUCTURE THAT WOULD NEED TO BE INSTALLED
10:20:21 ON-SITE.
10:20:21 THAT'S WHERE WE STARTED.
10:20:23 GMP 1 WAS ENGAGED I BELIEVE BACK IN 2024.
10:20:29 AND THIS, AGAIN, WAS PRIMARILY FOR SITE GRADING AND
10:20:33 EXCAVATION OF THE LAKE.
10:20:35 THEIR CONTRACT WAS AWARDED BY THE COUNCIL AT $1.779 MILLION.
10:20:39 WE WERE ABLE TO COMPLETE THE PROJECT ON TIME AND UNDER
10:20:43 BUDGET AND HAD A COST SAVINGS OF APPROXIMATELY $330,000.
10:20:48 SO THE TOTAL COST TO DATE THAT THE VILLAGE HAS SPENT ON THE
10:20:51 ENTERTAINMENT CAMPUS IS ESSENTIALLY $1.45 MILLION.
10:20:54 I WOULD ALSO LIKE TO NOTE THAT THIS PROJECT IS NOW COMPLETE.
10:20:59 THE CONTRACTOR HAS BEEN DEMOBILIZED, AND THEY ARE WORKING
10:21:03 WITH US ON THE REMAINING GMP 2 PARCELS THAT WE'LL TALK ABOUT
10:21:08 HERE IN A MINUTE.
10:21:09 ANY QUESTIONS BEFORE I MOVE ON?
10:21:14 >>Vice-Mayor Zalucki: DO YOU HAPPEN TO KNOW WHERE THE
10:21:15 $330,000 SAVINGS CAME FROM?

10:21:18 >>Trenton Gaskins: YES, A PROFIT SHARE CONTRACTUALLY WITH
10:21:20 WRIGHT CONSTRUCTION WHERE THE CONTINGENCY, WE DO A 75/25
10:21:24 SPLIT.
10:21:25 THIS MOTIVATES, SCENARIO WHERE IF THE CONTRACTOR SAVES US
10:21:28 MONEY, THEY GET A 25% SHARE OF THAT SAVINGS, WHICH MOTIVATES
10:21:34 THEM TO SAVE MONEY AND BRINGS MONEY BACK TO THE VILLAGE.
10:21:36 GMP 2 IS A SUMMARY OF THE EXISTING COST SPENT TO DATE AS
10:21:44 WELL AS THE NEW GMP SUMMARY THAT WAS SUBMITTED BY WRIGHT
10:21:48 CONSTRUCTION.
10:21:48 SO AT THE TOP OF THE LIST, YOU'LL SEE THE GMP 1 SITE GRADING
10:21:53 COMPLETE.
10:21:54 THE 1.5 MILLION I REFERENCED EARLIER.
10:21:56 NEW GMP CAME IN AT ABOUT $10.4 MILLION, BROKEN UP BETWEEN
10:22:00 SITE GRADING AT 1.3 AND INFRASTRUCTURE AT 9.2.
10:22:04 SO THAT BRINGS YOU IN TO A TOTAL BUDGET OF ABOUT
10:22:07 $11.9 MILLION.
10:22:09 OBVIOUSLY, OVER THE ORIGINAL $11 MILLION APPROVED BUDGET.

10:22:14 THE FIRST QUESTION YOU'LL ASK ME IS WHY?
10:22:16 THAT'S SHOWN BELOW.
10:22:17 AGAIN, THESE ARE THE SAME REASONS THAT I BROUGHT UP BEFORE,
10:22:20 WHICH ARE THE NEW BUILDING LOCATION AND THE ORIENTATION HAS
10:22:22 CHANGED.
10:22:23 THE ADDED 400 ADDITIONAL PARKING SPACES.
10:22:26 WE HAD TO REVISE THE SHAPE OF THE OVERARCHING LAKE
10:22:30 STRUCTURE, WHICH INCLUDES EXCAVATION AS WELL AS ADDITIONAL

10:22:33 FILL, SPECIALIZED FILL THAT HAS TO BE BROUGHT IN, AND
10:22:36 RE-GRADING THE ENTIRE SITE DUE TO THE CHANGES IN THE LAKE.
10:22:39 ANY QUESTIONS HERE BEFORE I MOVE ON?
10:22:42 OKAY.
10:22:46 WHAT I WANTED TO DO IS CHALLENGE THE TEAM TO GET US BACK TO
10:22:49 BUDGET.
10:22:49 SO I PROVIDED TWO SEPARATE VALUE ENGINEERING COST-SAVING
10:22:54 OPPORTUNITIES IN ORDER TO TRY TO OBTAIN THE $11 MILLION
10:22:58 APPROVED BUDGET.
10:22:59 THE FIRST OF WHICH IS THE PARKING LOT NORTH OF HIGH 5.
10:23:02 THIS IS A COMPLICATED ONE BECAUSE THIS PARKING LOT IS
10:23:05 ACTUALLY -- WHAT YOU'RE SEEING ON THE SCREEN THERE AT THE
10:23:07 TOP OF THE RED CIRCLE IS ACTUALLY HALF OF A PARKING LOT.
10:23:10 RIGHT NOW, WRIGHT CONSTRUCTION IS BUILDING HALF OF THE
10:23:13 PARKING LOT AND SUFFOLK CONSTRUCTION, WHO IS DOING PHASE A,
10:23:16 IS BUILDING HALF OF THE PARKING LOT.
10:23:18 FROM A CONSTRUCTABILITY PERSPECTIVE, FORGET MONEY FOR A
10:23:21 SECOND, CONSTRUCTABILITY PERSPECTIVE, I WOULDN'T ADVISE IT
10:23:24 BECAUSE YOU'LL HAVE TWO CONTRACTORS BUILDING THE SAME ASSET
10:23:26 AND IT WILL END IN A PROBLEM.
10:23:28 WHAT I AM RECOMMENDING HERE IS THIS TO BE RESCOPED INTO
10:23:31 SUFFOLK'S SCOPE WHEN THEY START THE ENTRYWAY, THEY CAN
10:23:35 FINISH THE PARKING LOT IN A COHESIVE MANNER AND THEN A CLEAR
10:23:39 DELINEATION BETWEEN RWA AND WRIGHT SCOPE AND THE SCOPE
NORTH
10:23:42 OF THAT FOR THE OVERARCHING PARKING.

10:23:44 THAT'S SOME SAVINGS THERE.
10:23:46 THE SECOND SAVINGS IS TO REMOVE THE PARKING IN THE MIDDLE
10:23:49 THAT'S HIGHLIGHTED BY THAT RED SQUARE.
10:23:52 AND THIS IS PRIMARILY BECAUSE OF THE FACT THAT THE TWO
10:23:54 COMMERCIAL PARCELS TO THE WEST OF HIGH 5 AND TO THE SOUTH OF
10:23:57 HIGH 5 HAVE NOT BEEN ENGAGED YET.
10:24:00 THOSE PARKINGS ARE ACTUALLY NOT REQUIRED AS AND WHEN UNTIL
10:24:04 YOU ACTUALLY FIND A TENANT AND LEASE A TENANT AND GET THEM

10:24:07 IN THERE.
10:24:07 I ALSO BELIEVE WHEN YOU'RE LOOKING AT THIS MYOPICALLY, THE
10:24:11 ENTERTAINMENT DISTRICT WAS BUILT TO CODE.
10:24:13 SO THEY PROVIDED THE RIGHT NUMBER OF PARKINGS BASED ON THEIR
10:24:16 ESTIMATE OF HOW MANY PARKING SPOTS THERE WERE WITHIN THAT
10:24:18 PROJECT.
10:24:19 BUT IF YOU LOOK AT THE SPORTS PARK AS A WHOLE, THERE IS
10:24:22 ABOUT 1900 PARKING SPACES THAT ARE ALLOCATED.
10:24:25 SO I PERSONALLY BELIEVE THAT THE PARKING OF THE ENTIRE
10:24:29 CAMPUS, WHEN YOU LOOK AT IT VILLAGE-WISE IS OVER-PARKED.
10:24:33 HOWEVER, A PARKING STUDY ONGOING, ONCE THAT IS BACK, I DON'T
10:24:36 WANT TO MAKE A FORMAL RECOMMENDATION UNTIL I GET THAT
10:24:38 PARKING STUDY TO MAKE SURE THAT IF WE DO REMOVE SOME OF
10:24:41 THESE PARKING SPACES, THAT THEY MAY OR MAY NOT HAVE TO BE
10:24:45 REBUILT BACK.
10:24:46 I WILL SAY THAT THE WESTERN PARCEL WILL PROBABLY HAVE TO
10:24:49 HAVE SOME PARKING JUST TO PROVIDE ACCESS AND THE SAME THING

10:24:52 FOR THE SOUTHERN PARKING.
10:24:53 BUT I DO NOT BELIEVE THE AMOUNT OF PARKING THAT'S THERE IS
10:24:56 ACTUALLY REQUIRED BASED ON THE BUILT FORM THAT SURROUNDS IT.
10:25:00 BASED UPON THIS, I HAD A WORKSHOP WITH RWA, AND THEY WENT
10:25:05 OUT TO THE MARKET AGAIN AND GOT A SEPARATE GMP THAT BROUGHT
10:25:08 THE OVERARCHING GMP DOWN ABOUT A MILLION DOLLARS TO
10:25:14 9,536,910.
10:25:17 ADDING BACK THE COST SPENT TO DATE PLUS THE 9 MILLION, THIS
10:25:21 BRINGS YOU UNDER YOUR $11 MILLION APPROVED BUDGET.
10:25:24 ANY QUESTIONS SO FAR?
10:25:27 >>Vice-Mayor Zalucki: JUST TO CLARIFY, TRENTON.
10:25:29 SO THOSE SAVINGS OBVIOUSLY IS NOT COMPARED WITH THE ORIGINAL
10:25:33 PARKING.
10:25:33 SO THAT'S TAKING OUT THAT PARKING IDENTIFIED IN RED.
10:25:37 SO EVENTUALLY WE MAY HAVE TO GO AHEAD AND SPEND THAT MONEY
10:25:39 ON THAT PARKING, RIGHT?
10:25:42 >> YES.
10:25:44 >>Vice-Mayor Zalucki: IT'S NOT ACTUAL SAVINGS.
10:25:46 SHORT-TERM SAVINGS.
10:25:47 >> IT IS A COST SAVINGS THAT MAY HAVE TO BE BROUGHT BACK AS
10:25:51 AND WHEN YOU ARE BUILDING THE COMMERCIAL PARCELS.
10:25:52 >>Vice-Mayor Zalucki: IN YOUR OPINION, PARKING 23 WILL BE
10:25:55 SUFFICIENT FOR HIGH 5 OPERATION?
10:25:58 >> ABSOLUTELY.
10:25:58 REMEMBER, HIGH 5 HAS 150 ABOVE IT AND PROBABLY 250 BELOW IT.

10:26:02 THEY'LL HAVE MORE THAN ENOUGH PARKING UNTIL THE NEW
10:26:05 COMMERCIAL PARCELS COME ONLINE.
10:26:08 BUT I WOULD SAY THERE NEEDS TO BE ACCESS.
10:26:09 I KNOW THERE WILL BE ADDITIONAL PARKING THAT'S REQUIRED ONLY
10:26:10 BECAUSE YOU'LL HAVE TO PROVIDE ACCESS TO BOTH THE SOUTHERN
10:26:13 PARCEL AND THE WESTERN PARCEL.
10:26:14 BUT I DON'T BELIEVE THE AMOUNT THAT'S THERE IS REQUIRED.
10:26:17 CAN REDUCE THAT CONSIDERABLY.
10:26:23 >>Jeff Hunt: HOW WILL THE PARKING LOT THAT IS NOT GOING TO
10:26:26 BE BUILT RIGHT AWAY, PORTION OF IT, HOW WILL THAT BE
10:26:29 TREATED?
10:26:29 COVERED WITH GRASS?
10:26:34 >> ALL OF THE ASPHALT, THE PARKING, THE CURBS, ALL OF THAT
10:26:37 WILL BE REMOVED.
10:26:38 CORRECT ME IF I'M WRONG, IT WILL BE HYDROSEEDED, SO A GRASS
10:26:42 LAYER THAT WILL LOOK GOOD AND HAVE LANDSCAPING BARRIER
10:26:45 AROUND IT SO YOU WON'T BE ABLE TO SEE THROUGH IT AND WON'T
10:26:50 LOOK ATROCIOUS.
10:26:51 WE'LL MAKE SURE TO MAKE IT SO IT LOOKS LIKE A PROPER
10:26:54 DEVELOPMENT.
10:26:55 WHEN YOU DRIVE, IN YOU WON'T BE ABLE TO SEE IT.
10:26:57 >>Jeff Hunt: OPERATING, SHOULD BE NICE, CLEAN AND NEAT.
10:27:01 >> YES, SIR.
10:27:04 >>Lori Fayhee: DO WE KNOW WHAT THE COST WOULD BE ON
10:27:06 SOMETHING LIKE THAT?

10:27:06 IF WE GO BACK AND DECIDE TO PUT THE 400 PARKING SPACES BACK
10:27:17 IN IN TWO YEARS, THERE'S PROBABLY AN ADDITIONAL COST ON
10:27:21 THAT, RIGHT?
10:27:23 >> THAT IS ABSOLUTELY CORRECT.
10:27:24 YOU WOULD BE DOING A SMALLER PROJECT AT A SMALLER NUMBER OF
10:27:28 PARKING SPACES.
10:27:29 THERE IS A RISK THAT IT WOULD COST MORE, BUT I'M OF THE
10:27:32 OPINION THAT YOU SPEND THE MONEY AS AND WHEN YOU NEED IT.
10:27:35 BECAUSE YOU COULD BUILD THE PARKING LOT NOW AND MAYBE THE
10:27:38 COMMERCIAL PARCELS DON'T LEASE FOR A YEAR OR TWO.
10:27:41 I WOULD RATHER SPEND A SMALL PREMIUM AS AND WHEN YOU GET
THE
10:27:46 REVENUE IN THE DOOR.
10:27:46 YOU SPEND THE MONEY WHEN THE REVENUE IS REALIZED.
10:27:48 >>Lori Fayhee: WHAT WAS THE COST, THOUGH, ON SEEDING THIS
10:27:52 PROPERTY NOW?
10:27:54 >> GOOD QUESTION.
10:27:55 ROBBY?

10:27:56 ROBBY IS THE PROJECT DIRECTOR FOR WRIGHT CONSTRUCTION.
10:28:05 >> ROBBIE POWELL, WRIGHT CONSTRUCTION.
10:28:08 SO WHEN WE WERE WORKSHOPPING THIS AND TOOK THE PARKING LOTS
10:28:11 OUT, WE RECOGNIZED WE WOULD HAVE AREAS THAT WOULD NEED TO BE
10:28:14 STABILIZED.
10:28:14 WE ASSUMED THAT INSIDE OF THE GMP.
10:28:16 THAT NUMBER WE CALCULATED SOMEWHERE TO THE TUNE OF 100,000,
10:28:20 JUST TO MAKE SURE THAT WE HAVE PLENTY TO TAKE CARE OF ONE OF

10:28:23 OUR -- WHATEVER AREAS NEED TO BE DONE.
10:28:25 IF THERE ARE ADJUSTMENTS TO PUTTING PARKING BACK IN, WE JUST
10:28:29 MOVE THAT MONEY OUT AND IT GOES BACK TO YOU.
10:28:37 >>Jeff Hunt: THE TWO PADS, LOOKS LIKE BOTH 27 FOR FUTURE
10:28:40 DEVELOPMENT, SET UP AS PADS AND LEFT VACANT OR THAT IS JUST
10:28:44 A FUTURE SITE FOR A PAD?
10:28:48 >> THEY WILL BE MADE PAD READY UNDER THE CURRENT CONTRACT.
10:28:51 FOR A NEW DEVELOPER TO COME IN AND START VERTICAL
10:28:54 CONSTRUCTION RIGHT AWAY, VERY SIMILAR TO WHAT WE'RE DOING
10:28:56 WITH HIGH 5.
10:28:59 >>Jon McLain: WHEN YOU SAY READY, DOES THAT HAVE PLUMBING
10:29:02 UNDERNEATH?
10:29:02 >> NO.
10:29:03 JUST A FLAT GRADED SITE.
10:29:05 IT IS THE DEVELOPER'S RESPONSIBILITY TO BRING.
10:29:06 WE'LL BRING THE UTILITIES TO THE PLOT BOUNDARY AND THEY'LL
10:29:10 TAP INTO THAT AND BRING THAT INTO THEIR FOUNDATION.
10:29:12 YOU DON'T KNOW WHAT THEY ARE DOING UNTIL THEY DESIGN THE
10:29:15 STRUCTURE.
10:29:19 >>Jon McLain: I THINK THE ONLY RISK I SEE IN LOOKING AT THE
10:29:21 VIA COCONUT FOLKS WITH THE RESTAURANTS, THEY CAME IN WITH
10:29:24 SOME LEGITIMATE ISSUES OF WHY THEY DIDN'T WANT TO BUILD THE
10:29:27 PAD, BECAUSE THEY DON'T KNOW WHO IS GOING TO ACTUALLY BE
10:29:30 THERE.
10:29:31 SOMETIMES IT CAN CHANGE.

10:29:32 IT APPEARS TO ME THAT THE LOWER ONE, 27, POTENTIALLY COULD
10:29:39 BE ENLARGED TO THE NORTH, REDUCE SOME PARKING, IF YOU DID
10:29:44 THAT, IF YOU FOUND SOMEBODY.
10:29:46 THAT COULD BE WORKED INTO THE PLAN IF YOU FIND A TENANT
10:29:49 THAT'S GOING TO CONTRIBUTE TO US, I THINK THAT'S WORTHWHILE.
10:29:53 A LITTLE BIT ON THE OTHER ONE THAT'S UP ON THE NORTHWEST
10:30:01 CORNER THERE.

10:30:03 YOU HAVE LIMITED WHO CAN GO INTO THAT AREA THERE.
10:30:07 >> YES, SIR.
10:30:11 >>Jon McLain: THESE WILL BE QUASI-PAD READY IF SOMEBODY.
10:30:15 WHEN WOULD THAT BE ACTUALLY READY?
10:30:17 PAD READY BY THE END OF THIS YEAR, END OF AUGUST?
10:30:24 >> THE SCHEDULE IS NEXT.
10:30:25 YES, THEY WILL BE READY BY THE END OF THE TERM OF THE
10:30:27 CONTRACT.
10:30:27 BUT IT WOULD BE AROUND AUGUST.
10:30:29 >>Jon McLain: HOPEFULLY BETWEEN NOW AND THEN WE CAN FIGURE
10:30:32 OUT WHO ACTUALLY MIGHT OCCUPY THAT SO WE DON'T SPEND MORE
10:30:35 MONEY REDOING THIS THING.
10:30:37 >> CORRECT.
10:30:37 FROM A COSTING PERSPECTIVE, WE HAVE A COUPLE OF ADDITIONAL
10:30:39 ITEMS, ONE OF WHICH IS AN EXFILTRATION TRENCH THAT WE'RE
10:30:43 TRYING TO TAKE OUT THAT WOULD SAVE ABOUT HALF A MILLION
10:30:45 DOLLARS AND LOOKING AT VALUE ENGINEERING SOME OF THE
10:30:47 IRRIGATION.

10:30:48 I HAVEN'T VERIFIED IT FROM A TECHNICAL PERSPECTIVE WITH THE
10:30:51 TEAM, SO I DIDN'T WANT TO PUT IT ON THIS, BUT THIS DOES GET
10:30:54 US BACK TO BUDGET SO WE CAN MOVE FORWARD.
10:30:56 I WAS TRYING TO THREAD THE NEEDLE TO MAKE SURE WE COULD GET
10:30:59 SOMEBODY OUT THERE AS SOON AS POSSIBLE TO GET THE HIGH 5
10:31:01 SITE READY SO WE COULD GET THIS PROJECT STARTED AND IN
10:31:04 OPERATION.
10:31:04 I KNOW THAT IS A POLITICAL GOAL OF THE GROUP HERE.
10:31:08 >>Jon McLain: HOW DO YOU KEEP THE GRASS GREEN?
10:31:10 GOING TO PUT IRRIGATION IN THERE AND HAVE TO RIP THAT OUT
10:31:14 FOR A PARKING LOT?
10:31:18 >> TYPICALLY FOR YOUR AREAS THAT WE'RE JUST STABILIZING, WE
10:31:21 WOULD PUT BAHIA SOD IN THERE.
10:31:25 GET IT WATERED, ESTABLISHED, WHETHER BY IRRIGATION OR WATER
10:31:27 TRUCKS, DEPENDING ON THE TIMING.
10:31:29 AND IT WILL GO DORMANT AND IT WILL COME BACK AND IT WILL
10:31:32 SURVIVE.
10:31:33 I DON'T BELIEVE YOUR IRRIGATION SYSTEM THAT WE HAVE IN HERE
10:31:36 WOULD WATER THOSE PARKING LOTS FOR THAT.
10:31:38 WITH BAHIA SOD THAT THEY'LL SCRAPE OFF LATER, IT WILL
10:31:44 SUFFICE.
10:31:46 >> [INAUDIBLE]
10:31:54 YOU COULD ALSO FENCE OFF THE EXISTING PARKING LOT THAT YOU
10:31:57 ARE BUILDING WITH EITHER LANDSCAPING OR A FENCE TO BE ABLE
10:31:59 TO PROVIDE SOME SHADING OR HOARDING SO THEY COULDN'T SEE

10:32:07 THROUGH.
10:32:07 PLENTY OF THINGS WE CAN DO TO MAKE SURE IT IS BEAUTIFUL
10:32:09 WHILE IN OPERATION.
10:32:13 >>Mayor Ribble: ANY OTHER QUESTIONS?
10:32:14 I LIKE WHAT WE HAVE DONE WITH THE COST SAVINGS.
10:32:19 THANK YOU VERY MUCH FOR GOING THROUGH THAT FOR US.
10:32:21 THAT IS TREMENDOUS.
10:32:22 MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
10:32:26 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:32:28 >>Mayor Ribble: IN THAT CASE, WHO WOULD LIKE TO MAKE THE
10:32:31 MOTION?
10:32:33 >>Jon McLain: LET ME MAKE SURE WE'RE CLEAR ON THE MOTION
10:32:35 BECAUSE OUR BOOKLETS SHOW AN ASK OF 10.5 MILLION.
10:32:41 WE ARE NOW ASKING FOR A -- YOU'RE LOOKING -- THE MOTION
10:32:46 WOULD BE 9.5.
10:32:47 >> YES, LET'S MAKE THAT CLARITY.
10:32:49 THE ORIGINAL GMP SUBMITTED WAS FOR 10.5.
10:32:52 WHAT I'M ASKING FOR APPROVAL IS 9.5, WHAT'S ON THE SCREEN
10:32:54 THERE.
10:32:55 9.536910 IS THE ACTUALLY GMP THAT WAS PROVIDED.
10:33:00 I WOULD LIKE THAT TO BE -- THAT WAS A MISTAKE BECAUSE WE
10:33:04 WERE IN NEGOTIATIONS FOR THE LAST WEEK OR SO TRYING TO GET
10:33:07 THIS READY FOR YOU.
10:33:07 >>Jon McLain: WE HAVE A HARD QUOTE FROM YOU, FROM WRIGHT
10:33:12 CONSTRUCTION FOR THAT.

10:33:12 >> YES, SIR.
10:33:15 >>Jon McLain: I'LL MAKE THAT MOTION.
10:33:17 >>Vice-Mayor Zalucki: ARE YOU DONE WITH THE PRESENTATION?
10:33:19 >> THERE'S ONE MORE SLIDE.
10:33:29 >>Robert Eschenfelder: YOU ARE ABOUT TO SNATCH DEFEAT FROM
10:33:32 THE JAWS OF VICTORY.
10:33:33 [LAUGHTER]
10:33:38 >> I DO BELIEVE I HAVE TO SHOW YOU THIS.
10:33:40 BEFORE I SHOW YOU THE DATES, BECAUSE I KNOW THAT YOU WILL
10:33:44 NOT BE HAPPY WITH SOME OF THE DATES, I WOULD LIKE TO
10:33:47 DESCRIBE TO YOU EXACTLY THE RATIONALE OF WHAT HAPPENED AND
10:33:51 WHY THEY ARE THERE AND HOW WE'LL TRY TO RECTIFY THEM.
10:33:54 AS I SAID BEFORE, THE CONTRACTOR DEMOBILIZED ON-SITE JANUARY
10:33:57 OF THIS YEAR.
10:33:58 THAT WAS APPROXIMATELY FOUR MONTHS AGO.
10:34:01 THE REASON THAT THIS SCHEDULE HAS PUSHED APPROXIMATELY FOUR
10:34:04 MONTHS FROM THE MARCH DEADLINE, IT'S ALMOST EXCLUSIVELY DUE

10:34:08 TO THAT, BECAUSE THEY HAVE NOT BEEN ABLE TO START THEIR
10:34:11 CONSTRUCTION.
10:34:12 IF I'M NOT MISTAKEN HERE, THEIR SCHEDULE HAS ACTUALLY BEEN
10:34:17 BROUGHT IN A WEEK OR TWO.
10:34:18 THE SCHEDULE PROVIDED BEFORE IS ALMOST EXACTLY THE SAME.
10:34:21 IT'S AT THE DURATION OF THEM BEING MOBILIZED FOR THE PAST
10:34:24 FOUR MONTHS HAS PUSHED OUT THE SCHEDULE.
10:34:26 NOT IDEAL.

10:34:27 IT'S NOT WHAT YOU HOPED FOR.
10:34:30 WHAT I CAN COMMIT TO YOU IS THAT THESE DATES, AND ROBBY WILL
10:34:33 COMMIT WITH ME, I HOPE, THAT THESE DATES WILL NOT MOVE.
10:34:36 I KNOW THERE'S BEEN A LOT OF DELAYS, AND I KNOW THAT FROM A
10:34:41 POLITICAL PERSPECTIVE YOU GUYS WANT THIS TO BE DONE AS
10:34:44 QUICKLY AS POSSIBLE.
10:34:45 I'M COMMITTED HERE TO DO THAT.
10:34:46 I'M ALSO WILLING, IF YOU'LL ALLOW ME TO COME IN MONTHLY OR
10:34:50 BIMONTHLY BASIS AND PROVIDE AN UPDATE, BOTH FROM A BUDGET
10:34:53 PERSPECTIVE AND A SCHEDULE PERSPECTIVE.
10:34:55 SO IF THERE ARE ANY DELAYS, I CAN COME IN WITH A RATIONALE
10:34:58 OF WHAT'S GOING ON AND MITIGATION TECHNIQUE TO TRY TO HELP
10:35:01 GET IT BACK ON SCHEDULE.
10:35:03 THAT'S HOW I USUALLY KEEP THESE TYPE OF THINGS ON PROGRESS.
10:35:06 IF YOU ARE WILLING FOR ME TO DO THAT, I'M HAPPY TO COME IN
10:35:09 EVERY MONTH, EVERY TWO MONTHS TO PROVIDE YOU AN UPDATE ON
10:35:12 EXACTLY WHERE THE PROJECT IS.
10:35:13 BUT GOING INTO THE ACTUAL NUMBERS, PENDING A MAY 7th
10:35:18 COUNCIL APPROVAL OF TODAY, THE CONTRACTOR HAS PROVIDED A
10:35:23 MOBILIZATION START DATE OF JUNE 13th, WHICH IS ABOUT 40
10:35:27 DAYS FROM TODAY.
10:35:29 AND THEN HE'S COMMITTED TO HAVING THE HIGH 5 PAD READY JULY
10:35:33 26 OF 2025.
10:35:35 NOW, KEEP IN MIND THAT HIGH 5 NEEDS A 12 MONTH CONSTRUCTION
10:35:38 DURATION TO GO VERTICAL, SO WE'RE TRYING TO TIE THAT INTO

10:35:42 THE END OF THE SCHEDULE FOR THE ENTERTAINMENT CAMPUS AS
10:35:45 WELL.
10:35:46 IF THEY START JULY 26, 2025, SHOULD FINISH JULY 26, 2026.
10:35:52 THE SITE WORK COMPLETION WILL BE DONE NOVEMBER 5, 2025.
10:35:56 AND THE UTILITY INSTALLATION COMPLETION WILL BE DONE AUGUST
10:35:59 2nd OF 2026.
10:36:01 THOSE ARE THE GOALS TO SAY THAT THE HIGH 5 WILL OPEN UP END
10:36:05 OF JULY, BEGINNING OF AUGUST.
10:36:06 THE ENTERTAINMENT CAMPUS DONE MIDDLE OF JULY -- BEGINNING OF

10:36:13 AUGUST, AND THE PHASE 1A FROM SUFFOLK SHOULD BE COMPLETED
10:36:17 BEFORE THAT DURATION.
10:36:18 SO THE GOAL IS, BY THE BEGINNING OF AUGUST, FOR THE ENTIRE
10:36:23 ENTERTAINMENT CAMPUS TO BE COMPLETE AND IN OPERATIONS.
10:36:28 >>Mayor Ribble: SO IN CONJUNCTION WITH SUFFOLK, YOU CAN
10:36:32 GUARANTEE THAT THEIR PORTION, WHAT THEY HAVE TO DO TO
10:36:34 PROVIDE THE PARKING FOR HIGH 5 WILL BE COMPLETED BY THE TIME
10:36:37 HIGH 5 NEEDS IT.
10:36:39 >> YES.
10:36:39 THERE IS A CAVEAT TO THAT STATEMENT THAT I WOULD LIKE TO
10:36:41 HIGHLIGHT.
10:36:42 I'LL GO INTO THE NEXT --
10:36:47 >>Rafael Lopez: WHEN IS HIGH 5 GOING TO BE COMPLETED?
10:36:50 >> IT WOULD BE COMPLETED 12 MONTHS AFTER.
10:36:52 SO IT WOULD BE JULY 26, 2025.
10:36:56 2026.

10:37:00 APOLOGIES.
10:37:00 SORRY.
10:37:09 >>Jon McLain: HIGH 5, MARY, HAVE WE GOT HIGH 5
10:37:13 ARCHITECTURALLY PAD, THE BUILDING, HAS THAT BEEN APPROVED OR
10:37:19 CAN WE EXPECT DELAYS IN THAT APPROVAL PROCESS?
10:37:27 >>Mary Gibbs: WE JUST RECENTLY RECEIVED SOME HIGH 5,
10:37:30 RENDERINGS THAT THEY HAVE DONE, A PERSPECTIVE ON THE TWO,
10:37:34 SOUTH AND WEST SIDES, THAT WE HAVE BEEN MISSING BEFORE.
10:37:36 SO WE'VE GOT THEM NOW.
10:37:38 WE'VE ACTUALLY GOT AN ARCHITECT ON BOARD THAT'S HELPING THE
10:37:43 VILLAGE THAT'S LOOKING AT THEM RIGHT NOW.
10:37:45 I MENTIONED THAT TO MICHAEL COMPARATO EARLIER, AND HE SAID
10:37:48 HURRY, HURRY, HURRY.
10:37:51 >>Jon McLain: IF WE THINK THE 12-MONTH WINDOW THEY HAVE TO
10:37:55 BUILD IT, WE CAN GET ALL THE APPROVALS DONE.
10:37:57 >>Mary Gibbs: WE'RE TRYING TO GET THIS TOGETHER SO WE CAN
10:37:59 GET THE DEVELOPMENT ORDER FINALIZED.
10:38:01 IT'S A LITTLE BIT OF A MOVING TARGET BECAUSE EVERY TIME WE
10:38:04 SEE A PowerPoint, THERE IS A LITTLE CHANGE HERE AND THERE.
10:38:07 I THINK WE ARE ALL WORKING TOGETHER TO MAKE SURE WE GET THIS
10:38:09 MOVING.
10:38:10 BECAUSE MARY NEEDS TO PLAY PICKLEBALL.
10:38:17 >>Mayor Ribble: ANYTHING ELSE?
10:38:19 >> ONE MORE THING THAT I WILL HIGHLIGHT, NOTHING TO DO WITH
10:38:23 THE ENTERTAINMENT CAMPUS -- WELL, IT DOES, BECAUSE IT IS A

10:38:25 CONTRACTUAL REQUIREMENT.

10:38:26 THERE IS A MAINTENANCE FACILITY THAT IS LOCATED AT THE
10:38:31 ENTRANCE.
10:38:32 LET ME SHOW YOU THE EXACT LOCATION.
10:38:33 THE OVERARCHING -- I DON'T KNOW HOW TO MAKE THE MOUSE WORK.
10:38:39 BUT IF YOU SEE THE HIGH 5 PARKING LOT THAT IS RIGHT NORTH OF
10:38:45 THE ENTERTAINMENT DISTRICT, THERE IS AN EXISTING MAINTENANCE
10:38:48 FACILITY THAT IS THERE.
10:38:49 AND WE ARE CONTRACTUALLY OBLIGATED TO CONSTRUCT AND BUILD A
10:38:53 NEW MAINTENANCE FACILITY FARTHER TO THE NORTH ON LEE
10:38:55 COUNTY'S PROPERTY AND FINISH THAT BEFORE WE CAN DEMO THAT
10:38:59 EXISTING STRUCTURE.
10:39:00 THAT DESIGN IS AT 60% COMPLETION.
10:39:03 THAT IS EXPECTED TO BE COMPLETED IN FEBRUARY OF 2026.
10:39:09 THAT WOULD GIVE US ANOTHER FOUR TO FIVE MONTHS TO BUILD THAT
10:39:12 PARKING LOT.
10:39:12 THAT GMP IS IN PROCESS.
10:39:14 I PLAN TO COME BACK WITHIN THE NEXT TWO WEEKS TO PROVIDE YOU
10:39:16 THAT SCHEDULE.
10:39:17 THAT IS THE ONLY OTHER CRITICAL PATH ITEM THAT I AM WORRIED
10:39:20 ABOUT FROM A SCHEDULE PERSPECTIVE.
10:39:22 BECAUSE IF THE PARKING LOT DOES NOT OPEN, THE HIGH 5 CANNOT
10:39:26 OPEN BECAUSE THEY WON'T OPEN WITHOUT A PARKING LOT.
10:39:28 BUT I'LL BE ABLE TO UPDATE YOU IN A FEW WEEKS ON THE EXACT
10:39:32 TIME AND BUDGET OF THE MAINTENANCE SCHEDULE RELOCATION AND

10:39:34 COME BACK TO YOU AND PROVIDE THAT INFORMATION FOR A SOLID
10:39:37 DATE.
10:39:39 >>Mayor Ribble: WHO IS DOING THAT CONSTRUCTION OF THE NEW
10:39:41 MAINTENANCE?
10:39:45 >> CRYSTAL.
10:39:46 >>Jon McLain: EXPLAIN WHY HIGH 5 CAN'T OPEN UNTIL WE
10:39:51 BUILD --
10:39:52 >> THE REASON THAT THEY REQUESTED THE PARKING SPOTS AT THEIR
10:39:55 FRONT DOOR, YOU DON'T WANT TO GO TO PUBLIX AND WALK AROUND
10:39:58 TO THE BACK SO THAT THE LOGIC FROM AN OPERATOR, HE WANTS
10:40:01 PARKING SO THAT THE TENANTS WOULD WALK DIRECTLY INTO HIS
10:40:05 FRONT DOOR.
10:40:06 FROM AN OPERATIONAL PERSPECTIVE, IT DOES MAKE SENSE.
10:40:12 >>Jon McLain: THAT'S THE 69.
10:40:13 >> THAT IS THE 150 THAT ARE ABOVE --
10:40:17 >>Jon McLain: I'M IN THE WRONG SPOT.
10:40:19 >> 150 ABOVE THE HIGH 5.
10:40:20 THOSE ARE THE PARKING SPOTS THAT HAVE TO BE FINISHED FOR HIM
10:40:22 TO OPEN UP.

10:40:23 THAT IS THE ONLY OTHER -- I'M JUST TRYING TO BE HONEST WITH
10:40:27 YOU, THAT IS THE ONLY OTHER PROGRAMMATIC THING I AM WORKING
10:40:31 THROUGH THAT I WANTED YOU TO BE AWARE OF.
10:40:38 >>Jeff Hunt: THE TEAR DOWN OF THE EXISTING STRUCTURE ON LEE
10:40:41 COUNTY PROPERTY, WE'RE RESPONSIBLE TO BUILD THE NEW
10:40:44 STRUCTURE?

10:40:44 >> BEFORE WE DEMO THE STRUCTURE.
10:40:46 >>Jeff Hunt: BEFORE WE DEMO THE STRUCTURE.
10:40:48 >> I HAVE A MITIGATION PLAN THAT IS A TEMPORARY STRUCTURE
10:40:54 THAT WOULD BE MOBILIZED, WHEN SUFFOLK MOBILIZES ON-SITE TO
10:40:58 PUT A MAINTENANCE FACILITY THERE.
10:40:59 I HAVE TO GET LEE COUNTY TO APPROVE IT, AND THAT HAS NOT YET
10:41:02 BEEN DONE.
10:41:03 >>Jeff Hunt: LIKE THE LINCHPIN.
10:41:04 >> CORRECT.
10:41:05 I HAVE TWO OPTIONS.
10:41:06 ONE, IT'S CURRENTLY IN DESIGN AND EXPECTED TO BE FINISHED
10:41:08 FEBRUARY OF 2026.
10:41:10 HOWEVER, AS A BACKUP PLAN, I WOULD LIKE TO PROVIDE A 3,000
10:41:13 SQUARE METER MAINTENANCE FACILITY SO THAT IN THE CASE THAT
10:41:17 THE PROJECT DOES GET DELAYED WE CAN MOVE THEM THERE FOR
10:41:20 THREE TO SIX MONTHS AND CONTINUE ON WITH THE PROJECT AND NOT
10:41:23 HAVE PROJECT DELAYS.
10:41:24 >>Jeff Hunt: DOES THE BUDGET INCLUDE THE COST OF THE NEW
10:41:27 STRUCTURE?
10:41:28 MAYBE I HEARD IT WRONG, 60% DESIGN, STILL A LOT OF FLUFF
10:41:33 THERE.
10:41:34 >> THE REASON I DID 60% GMP WITH A LARGE CONTINGENCY WAS TO
10:41:38 EXPEDITE.
10:41:39 I COULD WAIT UNTIL I GOT TO 90, AGAIN, EVERYTHING, IT'S A
10:41:43 POLITICAL -- TRYING TO PUSH THINGS.

10:41:45 SO WITH THE LARGE CONTINGENCY, IT IS A SMALL MAINTENANCE
10:41:47 BUILDING.
10:41:48 2500 SQUARE FEET.
10:41:49 I DON'T THINK IT'S GOING TO BE THAT EXPENSIVE OF A
10:41:52 STRUCTURE.
10:41:52 I CAN'T GUARANTEE THAT.
10:41:54 BUT THAT IS WHAT I'M TRYING TO -- AGAIN, TRYING TO THREAD
10:41:57 THE NEEDLE, TRYING TO GET SOMETHING DONE BUT ALSO HIT
10:42:00 BUDGET.
10:42:00 >>Jeff Hunt: APPRECIATE THAT EFFORT.
10:42:02 >> THANK YOU.

10:42:03 >>Vice-Mayor Zalucki: JUST ONE COMMENT.
10:42:04 TRENTON, GREAT JOB.
10:42:06 YOU EXPLAINED IT.
10:42:07 I WANT TO SAY I DO SUPPORT THE FLEXIBILITY OF THE PARKING
10:42:10 LOT, ALTHOUGH IT'S GOING TO BE A DEFERRED SAVINGS, IF YOU
10:42:13 WILL, TRULY SPEAKING.
10:42:15 I SUPPORT IT BECAUSE WE HAVE TWO PADS THERE THAT WE DON'T
10:42:18 KNOW WHO IS GOING TO BE THERE YET.
10:42:20 WE DON'T KNOW WHAT THEIR USES ARE.
10:42:22 IT ALLOWS US FLEXIBILITY AS MORE PARTNERS COME ON BOARD.
10:42:26 I SUPPORT WHAT YOU'RE DOING, AND THAT'S ALL I WANTED TO SAY.
10:42:30 THANK YOU.
10:42:31 >> THANK YOU VERY MUCH, SIR.
10:42:32 I APPRECIATE THAT.

10:42:32 >>Mayor Ribble: ANYTHING ELSE?
10:42:34 NOW CAN WE HAVE THE MOTION FOR THE $9,536,910 GMP 2.
10:42:46 >>Jon McLain: I'LL MAKE THE MOTION.
10:42:47 >>Mayor Ribble: THANK YOU, JON.
10:42:49 AND COUNCILWOMAN FAYHEE SECONDED.
10:42:51 COUNCILMAN McLAIN.
10:42:56 >>Carol Sacco: THANK YOU.
10:43:01 >>Rafael Lopez: AYE.
10:43:02 >>Lori Fayhee: AYE.
10:43:04 >>Jon McLain: AYE.
10:43:05 >>Jeff Hunt: AYE.
10:43:07 >>Vice-Mayor Zalucki: AYE.
10:43:07 >>Mayor Ribble: AYE.
10:43:10 THAT BRINGS US TO COUNCIL COMMUNICATIONS.
10:43:19 DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
10:43:24 >>Vice-Mayor Zalucki: MAYOR, THANK YOU.
10:43:26 I JUST WANT TO SAY WHAT A GREAT GRAND OPENING FOR WAWA IN
10:43:31 ESTERO.
10:43:31 GREAT DAY MAY 1st.
10:43:33 A LOT OF FOLKS WERE THERE.
10:43:34 IF YOU HAVEN'T BEEN THERE, I ENCOURAGE EVERYBODY TO STOP BY.
10:43:39 THEY HAVE GREAT FOOD, GREAT GAS PRICES.
10:43:42 THEY ARE AN AMAZING ADDITION TO OUR COMMUNITY AND I JUST
10:43:45 WANT TO PUBLICLY SAY WELCOME TO WAWA.
10:43:47 WE'RE EXCITED TO HAVE THEM.

10:43:48 THANK YOU.
10:43:49 >>Mayor Ribble: ANYONE ELSE?
10:43:50 OKAY.

10:43:52 COUNCILMAN McLAIN.
10:43:55 >>Jon McLain: WAS IT LAST MONDAY THAT WAWA OPENED?
10:43:58 THE SAME DAY THE CELEBRATION OF THE DAY OF PRAYER FOR THE
10:44:03 VILLAGE OF ESTERO, WHERE WE HAD, PROBABLY HAD 10 OF OUR
10:44:08 CHURCHES REPRESENTED IN THERE.
10:44:09 IT WAS ACTUALLY OUTDOOR AT OCEAN CHURCH.
10:44:13 SO WE HAD A HELICOPTER FLYING OVER, BUT IT WAS A NICE
10:44:16 SERVICE AND SOME VERY GREAT DEVOTION BY THE LOCAL LEADERS IN
10:44:22 HERE.
10:44:23 THE OTHER THING I WANT TO TALK ABOUT IS, I'VE HAD SOME
10:44:26 COMMENTS FROM FOLKS ON ESTERO PARKWAY.
10:44:30 THE GRASS THERE HAS GOTTEN JUST A LITTLE BIT BROWN.
10:44:33 WE'RE NOW HAVING TO WATER THAT BY TRUCK.
10:44:37 HOPEFULLY WE CAN RECOVER THE GRASS IN THERE.
10:44:39 I THINK WE'RE ALSO WATERING ON THREE OAKS, THE SAME
10:44:45 SITUATION.
10:44:45 THE WATER HAS BEEN A LITTLE SHORT THERE, OR THE TREES ARE
10:44:49 GETTING WATERED.
10:44:50 THE OTHER AREA ON LANDSCAPING IS I HAVE BEEN COMPLAINING TO
10:45:01 DAVID MULICKA, OUR COMMISSIONER, ABOUT THE CONDITION OF THE
10:45:04 FLYOVER.
10:45:05 THE LOOKS OF IT.

10:45:06 HADN'T TOUCHED THE LANDSCAPING THERE SINCE THE HURRICANE.
10:45:08 HE WAS VERY ACTIVE AND THEY HAVE BEEN OUT THERE, AND THEY
10:45:12 HAVE TAKEN OUT THE OLD TREES AND THEY PUT IN MINIMAL
10:45:15 LANDSCAPING, BUT IT'S MUCH BETTER THAN WHAT IT WAS FOUR
10:45:20 WEEKS AGO IN THERE.
10:45:21 I THANK HIM FOR HIS EFFORT IN THAT.
10:45:24 THE OTHER THING WE HEAR CONSTANTLY IS SHERIFF'S DEPARTMENT.
10:45:27 I CAN TELL YOU, IF YOU'RE DRIVING ESTERO PARKWAY OVER THE
10:45:31 SPEED LIMIT, THERE'S BEEN A LOT OF POLICE THERE.
10:45:34 THEY HAVE BEEN ON BEN HILL GRIFFIN ALSO.
10:45:35 DRIVERS BEWARE, OUR SHERIFFS ARE OUT DOING THEIR DUTY.
10:45:41 THAT'S ALL I HAVE.
10:45:43 >>Mayor Ribble: COUNCILMAN McLAIN, IS THAT SIDEWALK OVER
10:45:46 THE BRIDGE, IS THAT NOW OPEN?
10:45:48 >>Jon McLain: THAT'S BEEN OPEN, TOO.
10:45:49 THAT WAS PART OF IT.
10:45:51 OPEN THAT THING UP AND THEN I ASKED FOR THE LANDSCAPING, AND
10:45:55 THEY HAD NO MONEY, BUT SOMEHOW THEY GOT A HUNDRED DOLLARS
10:45:58 PUT TOGETHER --
10:45:59 >>Mayor Ribble: THANK YOU FOR THAT.
10:46:03 >>Rafael Lopez: I ATTENDED A GRADUATION CEREMONY AT HAMMOND

10:46:08 FIELD FOR THE SCHOOL DISTRICT WHERE THEY HAD A HUNDRED
10:46:10 STUDENTS THAT JOINED THE MILITARY SERVICE AND THEY GAVE A
10:46:13 PRESENTATION AND A CEREMONY FOR THEM.
10:46:15 IT'S REALLY INTERESTING TO SEE HOW LEE COUNTY IS HONORING

10:46:19 OUR VETERANS AND THE MILITARY SERVICE BY HAVING A CEREMONY
10:46:24 FOR THOSE HUNDRED STUDENTS THAT JOINED THE DIFFERENT
10:46:27 BRANCHES OF THE MILITARY.
10:46:28 I SALUTE THE SCHOOL DISTRICT FOR THAT.
10:46:33 >>Jon McLain: IS THAT NUMBER HIGHER THAN PREVIOUS YEARS?
10:46:35 >>Rafael Lopez: I SPOKE TO A BUNCH OF RECRUITERS, AND
10:46:37 RECRUITING HAS GONE UP A LOT IN THE LAST COUPLE OF MONTHS.
10:46:43 >>Mayor Ribble: MR. ESCHENFELDER, DO YOU HAVE ANYTHING?
10:46:47 >>Robert Eschenfelder: NO, MADAM MAYOR.
10:46:49 >>Mayor Ribble: MR. SARKOZY?
10:46:50 >>Steven Sarkozy: NOTHING TODAY.
10:46:51 THANK YOU.
10:46:51 >>Mayor Ribble: SO WE WILL ADJOURN THE REGULAR MEETING AND
10:46:54 GO ON TO THE WORKSHOP.
10:46:56 THE FIRST ITEM ON THE WORKSHOP IS THE IMPACT FEE FORECAST
10:47:08 FOR 2025 THROUGH 2032.
10:47:12 STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
10:47:14 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
10:47:18 AN IMPORTANT PART OF OUR REVENUE STRUCTURE AS A VILLAGE IS
10:47:22 THE ISSUE OF IMPACT FEES THAT PROVIDE REVENUE FOR PARKS AND
10:47:29 SOME OF OUR ROADWAY ISSUES.
10:47:30 WHAT'S BEFORE US TODAY IS A STUDY THAT PROVIDES A FORECAST
10:47:37 FOR THOSE FEES.
10:47:38 AND THIS IS IMPORTANT AS PART OF OUR DEVELOPMENT PROCESS,
10:47:43 WHERE WE EVALUATE THE FUTURE DEVELOPMENT PROSPECTS IN THE

10:47:49 VILLAGE AND TIE THAT INTO OUR INFRASTRUCTURE NEEDS.
10:47:52 SO I'D LIKE TO CALL ON MARY GIBBS TO INTRODUCE THE FIRM
10:47:57 THAT'S HELPING US, METRO FORECASTING MODELS, AND ALSO
10:48:02 DESCRIBE HER COORDINATION OF THIS EFFORT WITH THE
10:48:05 CONSULTANT.
10:48:06 >>Mary Gibbs: GOOD MORNING AGAIN.
10:48:08 THE COUNCIL -- SOME OF YOU MAY BE AWARE BUT SOME OF YOU ARE
10:48:13 NEWER AND MAY NOT BE AWARE THAT WE HAVE USED METRO
10:48:16 FORECASTING COMPANY.
10:48:17 IT'S A LOCAL COMPANY.
10:48:18 AND WE'VE USED THEM IN THE PAST TO DO IMPACT FEE REVENUE
10:48:23 FORECASTING FOR US.
10:48:23 THE IMPACT FEES, IF YOU'LL RECALL, WE HAVE DIFFERENT KINDS.

10:48:29 WE HAVE ROADS, PARKS.
10:48:30 WE HAVE FIRE, E.M.S. AND SCHOOL IMPACT FEES.
10:48:33 BUT THE ONLY ONES THAT WE COLLECT AND GET TO KEEP FOR
10:48:37 OURSELVES ARE THE ROADS AND THE PARKS FEES.
10:48:39 WE HAVE ASKED METRO FORECASTING TO DO THE FORECAST FOR US IN
10:48:44 THE PAST.
10:48:45 I THINK THE LAST ONE THEY DID WAS IN 2022.
10:48:48 WE HAVE ASKED THEM TO DO AN UPDATE FOR US.
10:48:51 WE USE THE INFORMATION, KEVIN AND DAVID USE IT FOR THE
10:48:54 C.I.P. TO FIGURE OUT HOW MUCH MONEY WE GET FROM IMPACT FEES,
10:48:58 WHAT WE CAN USE FOR ROADS, WHAT WE MIGHT BE ABLE TO USE FOR
10:49:02 PARKS.

10:49:03 WHEN WE WORK TOGETHER TO DO THIS FORECASTING, AND DAVID
WILL
10:49:07 EXPLAIN IT A LITTLE BIT MORE, BUT BASICALLY PROJECT IT OUT
10:49:09 BASED ON PROJECTS THAT WE KNOW ARE COMING, FOR EXAMPLE,
10:49:13 WOODFIELD AND SOME OF THESE PROJECTS.
10:49:15 YOU'VE GOT TO GUESSTIMATE WHAT THEIR BUILD-OUT SCHEDULE IS
10:49:18 SO YOU CAN FIGURE OUT WHEN YOU'LL GET THE FEES.
10:49:21 VACANT PIECES OF PROPERTY IN THE VILLAGE THAT DAVID WILL
10:49:23 ESTIMATE WHAT HE THINKS THE USE MIGHT BE SO HE CAN PROJECT
10:49:27 THAT OUT OVER SEVERAL YEARS, KIND OF BASED ON HIS KNOWLEDGE
10:49:31 OF ECONOMICS AND MARKET IN THE AREA.
10:49:33 SO HE PROVIDED THE REPORT.
10:49:36 THERE IS AN EXECUTIVE SUMMARY.
10:49:38 IT'S KIND OF INTERESTING.
10:49:39 IT PROJECTS IT OUT FOR SEVEN YEARS.
10:49:40 I TOOK A QUICK LOOK.
10:49:42 IT LOOKS LIKE SINCE WE DO THE C.I.P. FOR FIVE YEARS, IT
10:49:45 LOOKS LIKE WE MIGHT POSSIBLY GET LIKE $2 MILLION OF
10:49:49 COLLECTIONS FOR PARKS IMPACT FEES AND ABOUT 18 MILLION FOR
10:49:53 ROADS.
10:49:53 IT'S KIND OF INTERESTING.
10:49:54 DAVID HAS A LITTLE SLIDE.
10:49:57 I'M GOING TO HAND OUT TO YOU.
10:49:59 YOU CAN FOLLOW ALONG.
10:50:00 HE'LL EXPLAIN IT IN A LITTLE MORE DETAIL BUT ALSO BE BRIEF.
10:50:04 UNLESS YOU HAVE ANY QUESTIONS FOR ME.

10:50:09 >> GOOD MORNING.
10:50:09 FOR THE RECORD, MY NAME IS DAVID FARMER, CEO OF METRO
10:50:12 FORECASTING MODELS.
10:50:13 ONE THING THAT MS. GIBBS LEFT OUT, WE WERE ACTUALLY THE FIRM

10:50:17 THAT ASSISTED WITH YOUR FIRST COMPREHENSIVE PLAN FOR YOUR
10:50:21 POPULATION ANALYSIS.
10:50:22 I'LL WALK YOU THROUGH THE IMPACT FEE THING, JUST A COUPLE OF
10:50:27 SLIDES.
10:50:27 AND THEN REVISIT 2016 AND SOME OF THE PREDICTIONS WE MADE
10:50:31 THAT CAME TRUE AT THE TIME.
10:50:33 AGAIN, MY NAME IS DAVID FARMER.
10:50:37 METRO FORECASTING MODELS ONLY WORKS FOR GOVERNMENTS
SUCH AS
10:50:40 YOU.
10:50:40 WE MADE THAT DECISION WHEN WE STARTED BUSINESS IN 2015.
10:50:44 WE DID THAT BECAUSE WE WANTED YOU TO BE ABLE TO TRUST WHAT
10:50:47 WE SAY.
10:50:48 WHEN WE SAY SOMETHING, THERE ARE OTHER CONSULTANTS, NO
10:50:52 PROBLEM WORKING WITH THE PRIVATE SECTOR, BUT SOMETIMES
10:50:55 WONDER WHERE MOTIVATIONS ARE.
10:50:57 OUR MOTIVATION IS TO HELP AND ASSIST WITH GOOD GOVERNMENT.
10:51:00 THIS IS OUR FOURTH IMPACT FEE FORECAST UPDATE.
10:51:03 I'LL SAY GLOBALLY BEFORE I REALLY GET INTO THE DETAILS, THAT
10:51:07 YOUR REVENUES ARE LIKELY TO BE HIGHER.
10:51:09 WE'RE VERY CONSERVATIVE.
10:51:10 WE TRY NOT TO OVERESTIMATE THINGS.

10:51:13 BUT ALSO THE IMPACT FEES HAVEN'T BEEN UPDATED IN SEVERAL
10:51:15 YEARS.
10:51:16 I DIDN'T PUT IT IN THE FORECAST, BUT I FORESEE LEE COUNTY
10:51:19 ADDRESSING THEIR IMPACT FEES BEFORE THIS FORECAST RUNS OUT,
10:51:22 WHICH WILL LIKELY BUOY REVENUES AS WELL.
10:51:25 I DON'T KNOW THAT FOR A FACT BUT STRONGLY SUSPECT THAT.
10:51:28 STARTING WITH THE METHODOLOGY, WE ALSO WORK FOR LEE COUNTY
10:51:34 MPO.
10:51:35 WE'VE BEEN DOING FORECAST WORK FOR OVER -- ACTUALLY, THEY
10:51:38 HAVE BEEN USING OUR WORK OVER 20 YEARS FOR THEIR PROCESSES.
10:51:42 SO WE USE THAT SORT OF AS A BASIS BUT THEN VERY DETAILED
10:51:46 WORK TO UNDERSTAND HOW YOU MIGHT GROW OVER THE NEXT
SEVEN
10:51:49 YEARS.
10:51:49 MY BACKGROUND, I USED TO WEAR THE BLACK HAT.
10:51:53 I WORKED FOR A DEVELOPER.
10:51:55 I LEFT PROFESSIONAL ENGINEERING IN THE YEAR 2000.
10:51:58 MY FIRST PROJECT WAS DOWN THE STREET.
10:52:01 THEN WE PROCEEDED TO DO BELLE LAGO AND THEN THE WALMART.
10:52:05 THEN I LEFT DEVELOPMENT PRACTICE AND WENT INTO THIS PRACTICE
10:52:08 WHERE NOW WE ONLY WORK FOR GOVERNMENTS.

10:52:10 WE USE ALL THAT INFORMATION AND WE HAVE A VERY GOOD
10:52:14 RELATIONSHIP WITH THE DEVELOPMENT COMMUNITY.
10:52:15 THEY TELL US THINGS THAT SOMETIMES ARE NOT ON THE STREET.
10:52:20 I HAD A CONVERSATION WITH GL HOMES IN OUR LAST FORECAST, THE
10:52:25 PRIOR I THINK PUBLIC WORKS DIRECTOR THOUGHT, THIS IS REALLY

10:52:28 BOLD.
10:52:29 THIS IS A HEAVY FORECAST.
10:52:30 I SORT OF CHEATED.
10:52:32 TALKING TO GL HOMES AND KNEW THEY WOULD COME OUT OF THE
10:52:35 GROUND WITH 200 HOMES THE FIRST YEAR.
10:52:37 PRETTY OBVIOUS THE REVENUES WOULD BE AND I THINK THEY
10:52:40 TRACKED NICELY FROM OUR FORECAST.
10:52:42 HOWEVER, I USED OUR RELATIONSHIPS, THEY ONLY HAVE 30 LOTS
10:52:45 THAT HAVEN'T PAID IMPACT FEES YET.
10:52:47 THAT SOURCE OF REVENUE WILL BE TRYING UP IN TERMS OF IMPACT
10:52:51 FEES GOING FORWARD.
10:52:54 WE'RE AWARE OF THAT.
10:52:55 I CAN'T TALK ABOUT THE NAMES OF PROPERTIES, BUT THE ONE AT
10:52:58 COCONUT AND 41.
10:53:03 WHEN WILL THAT COME OUT OF THE GROUND?
10:53:04 I DON'T KNOW.
10:53:06 I THINK SEVEN YEARS.
10:53:07 WITH TODAY'S INTEREST RATES AND DEVELOPMENT AND TARIFFS, I
10:53:13 JUST DON'T KNOW EXACTLY HOW IT WILL PLAY OUT.
10:53:16 YOU GUYS HAVE GEM PROPERTIES AROUND THAT HAVE A LOT OF
10:53:19 POTENTIAL FOR GREAT THINGS FOR ESTERO, INCLUDING THE
10:53:21 PROPERTY THE VILLAGE OWNS DOWN THE STREET, WHERE ESTERO
10:53:24 OUTFITTERS IS AND SUCH.
10:53:26 WE TRANSLATE ALL THAT KNOWLEDGE INTO CODES THAT WE USE FOR
10:53:32 FORECASTING, THE WHERE AND WHEN OF HOW THINGS WILL COME

10:53:34 ONLINE.
10:53:35 WE ALSO LOOK AT YOUR POPULATION GROWTH AND THE SUPPLY OF
10:53:38 COMMERCIAL SPACE.
10:53:39 ESTERO, YOU GUYS ARE AN INTERESTING STUDY IF YOU LIKE DATA,
10:53:44 NOT THAT YOU GUYS DO.
10:53:46 GENERIC STATEMENT, MATURE AREA, BETWEEN 150 AND 300
THOUSAND
10:53:50 PEOPLE, ON AVERAGE SEE 90 TO HUNDRED SQUARE FEET OF
10:53:54 COMMERCIAL SPACE PER CAPITA PER FULL-TIME RESIDENT.
10:53:58 THEN ESTERO.
10:53:58 YOU GUYS ARE LIKE 215 BECAUSE OF COCONUT MALL.
10:54:02 YOU GUYS ARE ON STEROIDS IN TERMS OF THE SUPPLY.

10:54:06 LET'S BE HONEST, MORE THAN THE VILLAGE USES COCONUT POINT.
10:54:10 I LIVE IN COLLIER COUNTY.
10:54:12 I DO DINING, SHOPPING, SO FORTH.
10:54:16 WE THEN TAKE EACH ONE OF THE DEVELOPMENT TYPES AND APPLY THE
10:54:20 RIGHT IMPACT FEE TO IT.
10:54:21 THEN THERE'S ACTUALLY TWO FORECASTS GOING ON HERE.
10:54:24 OUTLINED IN THE REPORT BUT SORT OF SKIPPING OVER NOW.
10:54:27 YOU HAVE ALL THE DEVELOPMENT THAT'S GOING TO OCCUR AND THEN
10:54:29 THE DEVELOPMENT THAT IS ACTUALLY GOING TO PAY IMPACT FEES.
10:54:32 THOSE AREN'T THE SAME THING.
10:54:34 LIKE I BELIEVE THE REDEVELOPMENT HAPPENING AT COCONUT POINT
10:54:36 MALL, THEY ALREADY PAID THEIR FEES.
10:54:41 EVEN THOUGH WE KNOW IT IS DEVELOPING, NOT IGNORING IT WE
10:54:45 PULL IT OUT WHEN IT'S LIKELY NOT GOING TO BE REVENUE TO THE

10:54:49 VILLAGE.
10:54:50 WE'RE HERE TO PRESENT THE RESULTS.
10:54:53 WHAT I'M SHOWING YOU HERE ON SLIDE FOUR IS THE FORECAST.
10:54:59 THAT IS YOUR ADJUSTED FORECAST.
10:55:01 MORE DEVELOPMENT THAN THIS -- LIKE 186 UNITS OVER IN THE
10:55:06 BROOKS WHERE THE OLD WINN DIXIE USED TO BE OR WHATEVER THAT
10:55:10 THING WAS CALLED.
10:55:12 THAT WILL BE COMING ONLINE.
10:55:14 IT'S NOT IN THE FORECAST BECAUSE THOSE IMPACT FEES ARE
10:55:16 COVERED ALREADY.
10:55:17 WE TAKE THIS AND WE USE THAT AND APPLY THE FEES.
10:55:21 IF YOU FLIP OVER TO SLIDE 5, YOU SEE THE COMMERCIAL
10:55:25 FORECAST.
10:55:26 THAT'S IN SQUARE FEET.
10:55:27 THIS TAKES A LOT OF EFFORT AND ANALYSIS, AGAIN, TALKING TO
10:55:31 BROKERS.
10:55:32 YOUR STAFF WAS INVALUABLE IN HELPING US UNDERSTAND THINGS
10:55:36 GOING THROUGH THE PERMITTING PROCESS THAT PERHAPS WE WERE
10:55:39 NOT AWARE OF, TO HELP ANALYZE AND ESTIMATE NOT ONLY THE
10:55:43 AMOUNT OF SPACE BUT WHAT KIND OF IMPACT FEE IT MIGHT BE
10:55:47 PAYING.
10:55:47 THERE IS SCIENCE TO THIS BUT ALSO AN ART IN TERMS OF
10:55:50 LOOKING.
10:55:51 ONE THING 15 YEARS AGO, WE LOOKED AT ALL OF LEE COUNTY AND
10:55:54 THE PROPORTION OF ALL THE MICROPIECES OF COMMERCIAL SPACE,

10:55:58 HOW MANY CAR WASHES PER CAPITA?
10:56:00 HOW MANY MOVIE THEATERS?
10:56:02 THEY ARE ALL IN HERE, JUST HIGHLY COMPRESSED.

10:56:07 YOU CAN'T SEE ALL THE WORK.
10:56:09 WE DIDN'T FORECAST MOVIE THEATERS, SORRY TO SAY.
10:56:13 WE APPLY THE FEES.
10:56:15 WHAT I'M SHOWING HERE IS THE TABLE 6 IN THE REPORT.
10:56:19 IT BASICALLY SHOWS THE WRAP-UP OF THE PARKS, THE RESIDENTIAL
10:56:23 ROAD IMPACT FEES, NONRESIDENTIAL ROAD IMPACT FEES AND THEN
10:56:25 THE TOTALS.
10:56:27 AS MARY SAID ABOUT 23.6 MILLION IS OUR ESTIMATE.
10:56:30 I PERSONALLY BELIEVE IT WILL PROBABLY BE A LITTLE HIGHER
10:56:33 THAN THAT.
10:56:34 IF SOMETHING UNFORESEEN HAPPENS LIKE RAPID DEVELOPMENT,
THAT
10:56:40 CAN BUOY THAT MORE.
10:56:42 WE DID NOT -- A REASONABLE AMOUNT OF DEVELOPMENT OVER THE
10:56:48 NEXT SEVERAL YEARS.
10:56:49 WITH THAT SAID, I WOULD LIKE TO TRANSITION INTO SOME OF OUR
10:56:52 PRIOR WORK TO BRING UP INFORMATION THAT WE THINK IS
10:56:55 INTERESTING.
10:56:56 ONE THING CHALLENGING ABOUT FORECASTING -- SINCE -- CENSUS
10:57:09 DESIGNATED PLACE.
10:57:11 ALWAYS VERY CHALLENGING.
10:57:12 DIDN'T HAVE ACCURATE DATA, SO I DID A LOT OF DEMOGRAPHIC
10:57:16 RESEARCH.

10:57:17 APPEARED TO US BACK THEN THAT YOUR SEASONALITY WAS GREATLY
10:57:22 CHANGING.
10:57:23 ONE TIME 47% AT SLIDE A.
10:57:26 WE SAW IT TRANSITION.
10:57:30 THOSE APARTMENTS, WE KNEW THAT WOULD COME ONLINE.
10:57:36 LOW VACANCY RATE, HIGHER HOUSEHOLD SIZE.
10:57:39 FORECASTED BACK THEN, IF YOU FLIP OVER TO SLIDE 9, WE
10:57:43 FORECASTED IN 2020 YOU WOULD HAVE A POPULATION OF ABOUT
10:57:46 38,000 PEOPLE.
10:57:48 IN FACT, IT WAS ABOUT 37,000.
10:57:50 BUT THE CENSUS IS IN APRIL.
10:57:52 WE BELIEVE ABOUT UNDER A THOUSAND PEOPLE MOVED INTO THE
10:57:55 AREA.
10:57:56 THAT'S MY BELIEF.
10:57:57 CAN'T PROVE IT TO YOU.
10:57:59 IF SO, WE WERE ONLY OFF BY 1%.
10:58:02 IN MY LINE OF WORK, 10% YOU'RE GOOD, 5% EXCELLENT.
10:58:07 WE WOULD LOVE THE OPPORTUNITY TO DO FUTURE FORECASTING.
10:58:12 BEAVER DOESN'T FORECAST SMALL AREAS.
10:58:14 THEY ONLY DO COUNTIES.

10:58:15 WE FORECAST ANY SHAPE OUT THERE AND HAPPY TO WORK WITH YOU
10:58:19 AGAIN.
10:58:19 THANK YOU SO MUCH.
10:58:20 HAPPY TO TAKE QUESTIONS.
10:58:22 >>Mayor Ribble: DAVID, YOU SAID REDEVELOPMENT DOESN'T SUPPLY

10:58:27 IMPACT FEES.
10:58:27 YOU MENTIONED THE PROPERTY AT THE BROOKS.
10:58:29 WE ALSO HAVE A PROPERTY GOING IN AT COCONUT POINT.
10:58:33 THAT WON'T COUNT EITHER.
10:58:35 IF AND WHEN THE HOTEL EVER COMES BACK ON THE WEST SIDE OF
10:58:39 41, THAT WON'T COUNT EITHER, RIGHT?
10:58:44 >> ON THE WEST SIDE, THAT ONE -- I CAN'T REMEMBER IF THAT
10:58:47 ONE COUNTED OR NOT.
10:58:49 THREE HOTELS --
10:58:51 >>Mary Gibbs: THE ONE ON THE WEST WOULD PAY IMPACT FEES.
10:58:55 COCONUT POINT, IF IT REDEVELOPS, IT DEPENDS ON HOW MANY
10:58:59 TRIPS WERE PROJECTED, SO EACH ONE HAS TO BE LOOKED AT CASE
10:59:02 BY CASE.
10:59:03 A LOT OF TIMES THE REDEVELOPMENT, THEN THEY WON'T HAVE TO
10:59:07 PAY IMPACT FEES BUT WE HAVE TO LOOK AT IT REALLY CASE BY
10:59:09 CASE.
10:59:10 >>Mayor Ribble: OKAY.
10:59:10 THANK YOU.
10:59:11 ANY OTHER QUESTIONS?
10:59:15 >>Jeff Hunt: NICE WORK.
10:59:16 NICE TO SEE YOU ARE WITHIN 1%.
10:59:19 I WAS GOING TO ASK HOW YOU RAN OUT THE FORECAST.
10:59:22 HOW DO YOU ESTIMATE COMMERCIAL FORECASTS?
10:59:24 IS IT SPECIFICS, PEOPLE YOU KNOW COMING IN, 35, 40 THOUSAND,
10:59:30 40,000 SQUARE FOOT A YEAR FOR THE NEXT FEW YEARS.

10:59:34 >> PART OF IT IS AN ALGORITHM, NONLINEAR ALGORITHM.
10:59:37 PART OF IT IS KNOWING PEOPLE, I KNOW FOR A FACT ABOUT THE
10:59:41 ALDI'S COMING IN AND OTHER THINGS.
10:59:43 TO THE MAYOR'S POINT, I CAN'T NAME NAMES, BUT ON THE WEST
10:59:47 SIDE OF BEN HILL GRIFFIN, THERE IS THAT 55 AND OLDER
10:59:52 COMMUNITY.
10:59:53 SOME DEVELOPMENTS THERE, I BELIEVE THAT'S VESTED.
10:59:57 THAT'S NOT INCLUDED EVEN THOUGH WE KNOW THE DEVELOPMENT
WILL
11:00:00 COME OUT OF THE GROUND.
11:00:01 THESE SQUARE FEET ARE THE ONES WE THINK YOU'LL SEE IMPACT
11:00:04 FEES.

11:00:05 >> TIDEWATER, BY THE WAY.
11:00:07 >> YES, SIR.
11:00:07 SLIPPED MY MIND.
11:00:09 APOLOGIZE.
11:00:10 >>Vice-Mayor Zalucki: THANK YOU, DAVID.
11:00:11 GREAT REPORT.
11:00:12 WONDERING IF YOU CAN DRILL DOWN A LITTLE BIT FOR COUNCIL AND
11:00:15 TALK ABOUT THE PARK FEES AND YOUR ASSUMPTIONS ON THAT.
11:00:18 I NOTICED IN 26-27 SHOOTING UP.
11:00:20 ASSUMPTION IS AROUND $500,000.
11:00:23 27-28, ABOUT 450,000.
11:00:25 THAT'S ABOUT DOUBLE WHAT WE'RE RUNNING FOR THE OTHER YEARS
11:00:30 AS A COMPARISON.
11:00:31 CAN YOU LET US KNOW WHAT THOSE ASSUMPTIONS INCLUDE?

11:00:34 >> I THINK THAT'S PRETTY MUCH WHAT IS DRIVING THAT IS THE
11:00:36 HOTEL.
11:00:37 SOME OF IT IS MULTIFAMILY.
11:00:38 I THINK THE HOTEL IS WHAT IS DRIVING THAT, WITHOUT DIGGING
11:00:40 INTO THE SPREADSHEET AND LOOKING, I THINK THAT'S WHAT IS
11:00:43 GOING ON.
11:00:43 SLIDE 4, HOTELS SHOWING UP AT 27-28.
11:00:47 EVEN THOUGH NORMALLY COMMERCIAL DOESN'T -- SO THEY ARE
11:00:53 COLLECTED.
11:00:54 >>Vice-Mayor Zalucki: THANK YOU.
11:00:55 >>Mayor Ribble: ANYTHING ELSE?
11:00:56 IS THERE ANY PUBLIC COMMENT?
11:00:58 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND WE HAD ONE
11:01:00 E-COMMENT.
11:01:03 >>Mayor Ribble: TO THAT E-COMMENT, I WANT TO MAKE IT KNOWN
11:01:06 PUBLICLY, BECAUSE WE WERE HAVING THIS WORKSHOP, IT WAS
11:01:08 ASSUMED THAT WE WEREN'T COLLECTING IMPACT FEES.
11:01:10 I JUST WANT TO SAY, WE HAVE BEEN COLLECTING IMPACT FEES.
11:01:19 >>Mary Gibbs: WHEN I SAW THE E-COMMENT, I REACHED OUT TO THE
11:01:22 GENTLEMAN WHO SENT IT IN AND SAID, BY THE WAY, WE HAVE BEEN
11:01:24 COLLECTING IMPACT FEES FOR TEN YEARS.
11:01:26 THIS IS JUST LOOKING AT PROJECTIONS.
11:01:28 HE E-MAILED BACK AND SAID THANKS FOR CLARIFYING THAT.
11:01:35 >>Mayor Ribble: ALL RIGHT.
11:01:36 WE CAN MOVE ON TO THE NEXT ITEM, 11B, CYPRESS BEND AND SUNNY

11:01:48 GROVE EXTENSION PROJECT UPDATES.
11:01:55 >>Steven Sarkozy: THANK YOU, MAYOR.

11:01:56 MEMBERS OF COUNCIL, WE HAVE THREE MAJOR PROJECTS ONGOING AS
11:02:01 WE SPEAK, AND WE'VE BEEN TEEING UP THESE PROJECTS OVER THE
11:02:06 LAST SEVERAL YEARS.
11:02:09 ONE IS CORKSCREW ROAD FROM BEN HILL GRIFFIN GOING EAST.
11:02:12 THAT'S 20 PLUS MILLION DOLLARS.
11:02:15 THE OTHER ONE IS THE SPORTS PARK, WHICH YOU RECENTLY GOT
11:02:20 EARLIER ON THE AGENDA, AN UPDATE ON THAT.
11:02:23 THAT WILL BE WITH US PROBABLY THE NEXT FIVE OR SIX YEARS AS
11:02:25 WE BUILD OUT THAT HUNDRED-ACRE SITE NEXT TO THE HIGH SCHOOL.
11:02:29 THE OTHER PROJECT IS OUR UTILITY EXTENSION PROJECT.
11:02:35 IN THE OLDER AREAS OF THE VILLAGE, THEY WERE DEVELOPED
11:02:39 BEFORE WATER AND SEWER SERVICES WERE AVAILABLE.
11:02:45 WE NEED TO UPGRADE THOSE TO AVOID SOME OF THE POLLUTION
11:02:51 ISSUES INTO THE RIVER AND ALSO PROVIDE FIRE PROTECTION AND
11:02:54 POTABLE WATER TO THE HOMES.
11:02:56 THE FIRST TWO PROJECTS WERE INITIATING ACTUAL CONSTRUCTION
11:03:03 CURRENTLY.
11:03:03 SO THE FIRST TWO PROJECTS ARE GOING TO BE THE MANUFACTURED
11:03:09 HOME PROPERTIES OF CYPRESS BEND AND SUNNY GROVE.
11:03:14 CYPRESS BEND WILL BE THE FIRST ONE, AND THEN SUNNY GROVE
11:03:18 WILL INITIATE IN A FORMAL WAY LATER THIS YEAR.
11:03:25 BUT WITH THE PRESENTATION HERE, ROBERT WILEY WILL BE OUR
11:03:29 PROJECT MANAGER ON THIS.

11:03:30 ROBERT IS OUR PROFESSIONAL ENGINEER ON STAFF, ALONG WITH
11:03:37 DAVID, ROBERT HAS AN EXTENSIVE BACKGROUND IN SEPTIC TO SEWER
11:03:42 WORK AND UTILITY WORK.
11:03:43 AND WILL KIND OF GUIDE US THROUGH THE INITIAL STEPS ON THE
11:03:47 PROJECT.
11:03:48 ROBERT.
11:03:48 >>Robert Wiley: GOOD MORNING.
11:03:53 SO WE'RE TALKING ABOUT THIS EXPANSION PROGRAM OF UTILITIES,
11:03:58 AND WE WANT TO GO INTO IT TO HELP YOU UNDERSTAND WHAT THE
11:04:01 PROJECT IS ALL ABOUT.
11:04:02 WHAT WE'RE SHOWING ON THIS SLIDE ARE THE VARIOUS PROJECTS.
11:04:17 WE HAVE THE TWO IN CONSIDERATION TODAY WOULD BE THE ONE AT
11:04:21 CYPRESS BEND, WHICH IS IN THE RED IN THE UPPER RIGHT-HAND
11:04:24 CORNER AND THEN SUNNY GROVE IS IN YELLOW, JUST TO THE SOUTH
11:04:28 OF THAT.
11:04:29 THE OTHER PROJECTS OVER TO THE WEST ARE INVOLVING AN
11:04:32 UPCOMING PROJECT FOR SEPTIC TO SEWER.
11:04:34 SO WE'RE NOT GOING TO BE TALKING ABOUT THOSE TODAY, BUT THE
11:04:37 CONCEPT WILL BE VERY SIMILAR TO WHAT WE TALK ABOUT TODAY

11:04:41 WITH THE TWO WASTEWATER PLANTS.
11:04:42 THEN WE HAVE A THIRD WASTEWATER PLANT PROJECT THAT IS IN
11:04:48 GREEN, AND THAT IS THE ESTERO BAY VILLAGE PROJECT, AND
11:04:50 THAT'S NOT YET IN THE BIDDING PHASE BUT MENTION THAT
11:04:53 MOMENTARILY HERE.
11:04:54 GETTING INTO CYPRESS BEND, THIS SHOWS YOU THE GIST OF WHAT

11:04:58 THE PROJECT WILL INVOLVE.
11:04:59 CYPRESS BEND BEING LOCATED JUST ON THE SOUTH SIDE OF ESTERO
11:05:02 PARKWAY.
11:05:04 THEY CURRENTLY HAVE THE WASTEWATER PLANT OVER IN THIS
11:05:07 RIGHT-HAND SIDE HERE.
11:05:09 THOSE ARE PERCOLATION PONDS YOU SEE.
11:05:12 WHAT'S PROPOSED IS TO COME IN AND YOU'RE GOING TO BE SEEING
11:05:15 THIS RENOVATE TO THE EXISTING LIFT STATION THAT'S HERE.
11:05:19 THIS LIFT STATION CURRENTLY JUST TAKES THE COLLECTED GRAVITY
11:05:22 SEWER AND PUNCHES IT OVER INTO THE WASTEWATER TREATMENT
11:05:25 PLANT SO WE'LL PUT NEW PUMPS IN HERE AND THEN CONSTRUCT A
11:05:28 FORCE MAIN THAT WILL GO UP AND UNDERNEATH ESTERO PARKWAY
AND
11:05:33 TIE INTO LEE COUNTY'S EXISTING SEWER FORCE MAIN.
11:05:37 AT THE SAME TIME, LEE COUNTY HAS ASKED US TO ALSO PUT IN A
11:05:40 NEW WATER SERVICE FOR THEM SO THERE'S NO LONGER ANY
11:05:45 TRANSFERRING THE WATER OFF OF LEE COUNTY'S MAIN UNDERNEATH
11:05:47 THE RAILROAD TRACKS.
11:05:49 SO WE'LL PUT A NEW WATER MAIN SERVICE INTO THEM AND LIKEWISE
11:05:53 TIE INTO THE EXISTING WATER MAIN ON THE NORTH SIDE OF THE
11:05:56 PARKWAY.
11:05:56 THIS ALSO FALLS IN LINE WITH THE REQUEST FROM THE RAILROAD
11:06:01 FOR US TO REMOVE ALL OF THESE UTILITY LINES UNDERNEATH THE
11:06:05 RAILWAY PROPERTY FOR THEM.
11:06:07 SO WE'LL BE ELIMINATING THE WATER MAIN AND PUTTING IN A NEW
11:06:11 FORCE MAIN.

11:06:13 PUT BOTH UP HERE, PARKWAY, UPGRADING THE LIFT STATION.
11:06:17 THE REASONS FOR THIS, IT IS AN OLD, OLD PLANT.
11:06:21 BEEN THERE A NUMBER OF YEARS.
11:06:23 THEY ARE HAVING ONGOING OPERATIONAL ISSUES WITH IT.
11:06:26 THE GROUND WATER IS RECEDING.
11:06:30 NUTRIENT LOADING COMING OUT OF THE PERCOLATION PONDS.
11:06:33 WE'VE GOT LEE COUNTY UTILITIES WITH A REALLY NICE EFFECTIVE
11:06:36 PLANT UP THERE WHICH IS A WATER RECLAMATION FACILITY.
11:06:39 EVEN THAT WATER GETS RECYCLED, REUSED.
11:06:42 ONE OF THE BIG ISSUES IS FLORIDA DEPARTMENT OF ENVIRONMENTAL

11:06:43 PROTECTION HAS WRITTEN THEM A CONSENT ORDER GIVING THEM A
11:06:47 CERTAIN DEADLINE BY WHICH THEY MUST HAVE THIS PLANT TAKEN
11:06:50 OFF-LINE.
11:06:51 AND WE ARE A PART OF THAT CONSENT ORDER.
11:06:54 WE WENT INTO IT WITH THEM KNOWING WOULD DO THE PROJECT AND
11:06:58 THAT'S WHY THEY FOLLOWED THIS PATH.
11:06:59 ALSO, ADJACENT TO IT, JUST TO THE EAST IS THE CASCADES
11:07:05 NEIGHBORHOOD.
11:07:05 AND THERE IS AN ISSUE THERE WITH ODORS.
11:07:08 IF YOU NOTICE WITH THE PERCOLATION POND AND WASTEWATER
11:07:11 TREATMENT PLANT ARE LOCATED RIGHT NEXT DOOR TO THE SWIMMING
11:07:14 POOL AND OTHER HOUSES.
11:07:18 SO IT IS NOT THE -- SMELL IN THE WORLD ON CERTAIN DAYS.
11:07:22 ALSO THE ACCUSATION, THE CLAIM, THERE'S TESTING OUT THERE
11:07:25 ABOUT THE NUTRIENTS FROM THE PERCOLATION PONDS LEACHING

11:07:29 HORIZONTALLY INTO THE STORMWATER LAKE.
11:07:31 THOSE ARE ALL PRETTY SERIOUS ISSUES WE WANT TO ADDRESS AT
11:07:35 THIS POINT.
11:07:36 TO DO SO, WE ARE NOW OUT ON THE STREET GETTING BIDS.
11:07:41 THE ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST IS 1.8
11:07:47 MILLION.
11:07:47 WE HAVE AN EXISTING LEGISLATIVE APPROPRIATION WHICH COMES TO
11:07:50 US IN THE FORM OF DEP GRANT.
11:07:52 THAT GRANT USING A PRORATION SHARE -- THE GRANT COVERS
11:07:58 CYPRESS BEND, SUNNY GROVE AND ESTERO BAY VILLAGE.
11:08:02 WE HAVE THE THREE TO SPLIT OUT THE COST PROPORTIONALLY BASED
11:08:07 ON THE DOLLAR VALUE OF THE PROJECT, WHAT WE USED HERE.
11:08:10 THEN ALSO A PART OF THIS COST, REIMBURSEMENT BY LEE COUNTY
11:08:14 WATER MAIN, WE'RE PUTTING IN IS AT THEIR REQUEST.
11:08:17 WE WILL ENTER INTO AN AGREEMENT WITH THEM AND THEN
REIMBURSE
11:08:20 US FOR THE DESIGN COST, AS WELL AS THE CONSTRUCTION COST.
11:08:22 WE TAKE THOSE COSTS OFF.
11:08:24 THAT GETS US DOWN TO JUST AROUND 1.4 MILLION.
11:08:28 THERE'S 402 --
11:09:06 [VIDEO STOPPED]
11:09:16 -- TO THE 22nd OF THIS MONTH.
11:09:18 AT THAT POINT, WE'LL KNOW WHAT THE REAL NUMBER THEY ARE
11:09:20 LOOKING AT.
11:09:21 BUT JUST TO LET YOU KNOW SOMETHING HERE, AS A PART OF
11:09:24 SUBMITTING AND GETTING THE PERMITS THROUGH LEE COUNTY, WE'VE

11:09:27 ALREADY HAD TO PREPAY AND PERMIT REVIEW FEE AND HALF OF THE

11:09:32 IMPACT FEES WE ENCOUNTERED.
11:09:34 SO WE'RE ALREADY ABOUT $20,000 OVER WHAT WILL BE A 25%
11:09:39 CONTRIBUTION LEVEL ANYWAY.
11:09:40 LETS YOU SEE THAT WE'RE ALREADY THAT 25%.
11:09:44 IF COUNCIL SAYS WE DO NOT WISH TO PARTICIPATE IN THAT, THEN
11:09:48 WHAT WOULD HAPPEN, SOME OF THAT MIGHT BE COMING BACK TO US
11:09:51 THROUGH REDUCTIONS, INCREASING OF THE INDIVIDUAL UNIT OWNER
11:09:55 COST.
11:09:55 THESE ARE SOME THINGS WE ARE LOOKING AT WITH CYPRESS BEND.
11:09:59 WE HAVE ALREADY BEEN IN CONTACT WITH THE CYPRESS BEND
11:10:02 PEOPLE.
11:10:02 AND THEY KNOW WE ARE MOVING FORWARD.
11:10:05 THEY HAVE ASKED US TO MOVE FORWARD WITH THE PROJECT BECAUSE
11:10:08 THEY KNOW THEY HAVE TO GET THAT CONSENT ORDER ADDRESSED.
11:10:10 AGAIN, THE BIDS ARE DUE THE 22nd OF MAY.
11:10:14 WE HOPE TO BE ABLE TO COME TO THE VILLAGE ON AGENDA ITEM FOR
11:10:17 APPROVAL OF THE CONTRACT AT YOUR JUNE 18 MEETING, WHICH THEN
11:10:21 WE MOVE FORWARD AND RIGHT INTO CONSTRUCTION.
11:10:25 WE ALREADY HAVE CONSTRUCTION MANAGER AT RISK, WHICH IS
11:10:28 WRIGHT CONSTRUCTION.
11:10:30 THEY WILL IMMEDIATELY JUMP INTO THIS AND GET THINGS MOVING
11:10:33 WITH THE CONTRACTORS.
11:10:33 THE GOAL IS BY NOVEMBER, BEFORE THANKSGIVING, WE WANT TO
11:10:36 HAVE THE WASTEWATER PLANT OFF-LINE AND CONNECTED UP AND
THE

11:10:41 SEWAGE GOING INTO LEE COUNTY'S FACILITY.
11:10:43 BUT THEN WE HAVE TO GO THROUGH THE PROCESS TO
DECOMMISSION
11:10:47 THE PLANT AND FILL THE PERC PONDS IN, TAKE A FEW MORE
11:10:51 MONTHS.
11:10:52 PRETTY LIMITED ACCESS, TO GET US INTO APRIL OF 26 AT WHICH
11:10:56 POINT THAT ALSO LINES UP REALLY WELL WITH THE DEADLINE FOR
11:10:58 MEETING THE CONSENT ORDER THROUGH THE DEP.
11:11:01 THE NEXT PROJECT WE HAVE IS SUNNY GROVE.
11:11:05 YES, SIR.
11:11:07 >>Jon McLain: WHAT HAPPENS TO THE GROUND WHERE THE PONDS
ARE
11:11:09 NOW?
11:11:09 THEY ARE GOING TO BE FILLED OR DRAINED OR WHATEVER, WHAT
11:11:13 HAPPENS TO THE GROUND AFTER?
11:11:14 ANY PLANS FOR THAT?
11:11:15 CAN THAT BE USED FOR ANYTHING ELSE AFTER IT'S BEEN FILLED?
11:11:20 >> I WON'T SAY THAT IT CANNOT BE USED.

11:11:23 FILLING PONDS IN.
11:11:24 DEMUCKING A LITTLE BIT OUT OF IT AND FILLING PONDS BACK IN,
11:11:27 LEAVING IT IN A GRASS COVER.
11:11:29 AT THAT POINT, IF THEY WISH TO USE FOR SOMETHING, THERE IS A
11:11:32 PROCESS THAT WOULD GO THROUGH, MARY'S GROUP TO SEE IF THERE
11:11:34 ARE ANY RESTRICTIONS OF WHAT THEY CAN AND CANNOT DO,
11:11:38 REZONING.
11:11:39 I DON'T KNOW THAT PROCESS.
11:11:39 IT'S GOING TO BE AN AVAILABLE GRASSY FIELD WHEN WE WALK OUT

11:11:43 OF THERE.
11:11:43 >>Jon McLain: OKAY.
11:11:45 THANK YOU.
11:11:47 >>Robert Wiley: GOING INTO THE NEXT PROJECT IS SUNNY GROVE.
11:11:50 LIKEWISE, IT IS A SIMILAR SITUATION BUT JUST NOT QUITE AS
11:11:54 SEVERE.
11:11:54 IN SUNNY GROVE, WHAT WE ARE LOOKING AT DOING IS GOING IN
11:11:58 RIGHT BESIDE THEIR EXISTING WASTEWATER PLANTS MAIN LIFT
11:12:02 STATION AREA, AND PUTTING A TOTALLY NEW LIFT STATION IN.
11:12:06 WE WON'T REFURBISH THIS ONE.
11:12:08 WE WILL USE THE OLD LIFT STATION AS MAINLY THE MASTER
11:12:11 MANHOLE FOR THE COLLECTION OF THE GRAVITY SEWER AND ONE
11:12:14 INTERNAL FORCE MAIN THERE.
11:12:15 BUT WE'LL PUT A NEW LIFT STATION IN AND THEN COME OUT OF THE
11:12:18 LIFT STATION WITH THE FORCE MAIN AND ACTUALLY CROSS OVER
11:12:22 INTO THE KORESHAN STATE PARK PROPERTY WHERE WE HAVE AN
11:12:25 EASEMENT FROM THE STATE AND WE WILL RUN THAT FORCE MAIN UP
11:12:28 AND UNDERNEATH U.S. 41 AND THEN WE'LL TIE INTO A NEW FORCE
11:12:33 MAIN THAT'S GETTING CONSTRUCTED WHICH WILL GO FROM COUNTY
11:12:37 ROAD ALL THE WAY DOWN TO CORKSCREW ROAD.
11:12:39 THAT'S NOT IN PLACE YET, BUT THAT IS IN THE PROCESS OF
11:12:42 MOVING FORWARD.
11:12:43 THE BIDS ARE ALREADY IN AND JUST A MATTER OF GETTING THAT IN
11:12:46 AHEAD OF TIME BEFORE WE NEED TO USE IT HERE.
11:12:48 ONCE WE DO THAT, WE WILL LIKEWISE GO IN, DECOMMISSION THEIR

11:12:52 PLANT.
11:12:53 WE WILL ACTUALLY TEAR THE PLANT OUT.
11:12:55 WE'LL LEAVE THEIR MAINTENANCE BUILDING BUT REMOVE THE PLANT.
11:12:58 FILL IN THE PERC PONDS WHICH ARE RIGHT ON THE SIDE OF THE
11:13:02 RIVER.
11:13:03 ALSO PUTTING IN A STUBOUT FOR THE STATE PARK SO WHEN THEY
11:13:06 COME IN WITH PLANS TO CONNECT THIS AREA UP INTO, THEY
11:13:10 ALREADY HAVE THE PLACE TO DO SO.

11:13:12 ISSUES ARE VERY SIMILAR TO CYPRESS BEND.
11:13:18 OLD WASTEWATER PLANT.
11:13:19 IN THIS ONE, THE PERCOLATION PONDS ARE RIGHT ON THE NORTH
11:13:23 BANK OF THE ESTERO RIVER.
11:13:24 IT'S INTERESTING HOW THE PONDS SEEM TO STAY FAIRLY DRY REAL
11:13:29 QUICKLY THERE.
11:13:30 TRYING TO LIMIT NUTRIENT LOADING INTO THE ESTERO RIVER.
11:13:35 WE THINK THIS WILL BE A GOOD IMPACT ON THE WATER QUALITY OF
11:13:38 THE RIVER.
11:13:38 WE ALSO KNOW THIS PARTICULAR PLANT AND PERC PONDS ARE
11:13:45 SUBJECT TO STORM FLOODING.
11:13:46 THEY WERE INUNDATED BY IAN, WHICH WAS NOT A GOOD THING TO
11:13:46 HAVE HAPPEN EITHER.
11:13:48 THEY HAVE ONGOING OPERATIONAL ISSUES THERE.
11:13:50 NOT TO THE SEVERE LEVEL THAT CYPRESS BEND HAS, BUT THEY ARE
11:13:54 HAVING SOME ISSUES OUT OF IT.
11:13:56 THE NUTRIENTS LEACHING INTO THE GROUNDWATER AND RIGHT NEXT

11:13:58 TO THE ESTERO RIVER, AGAIN, THE SAME ISSUE, IF WE GET THE
11:14:02 WATER UP TO LEE COUNTY UTILITIES UP ON THREE OAKS, IT IS IN
11:14:06 THE WATER RECLAMATION FACILITY AND LEE COUNTY IS READY TO
11:14:09 RECEIVE IT.
11:14:10 THAT'S NOT AN ISSUE FROM LEE COUNTY'S POSITION.
11:14:13 LOOKING AT THEIR COST INFORMATION, THE ENGINEER'S OPINION OF
11:14:17 PROBABLE CONSTRUCTION COST IS 2.2 MILLION.
11:14:20 AGAIN, HERE IS THAT GRANT WE RECEIVED PRORATING IT OUT,
11:14:26 REDUCE BY ABOUT 208,000.
11:14:28 LEAVES THEM A LITTLE OVER $2 MILLION IN BALANCE.
11:14:31 NOW, THERE ARE A NUMBER OF PROPERTY OWNERS.
11:14:33 155.
11:14:35 INTERESTING TAKE ON THIS ONE IS, IT IS ALL THE COMPANY, THE
11:14:38 CORPORATION OF THE SUNNY GROVE PARK OWNS THE PROPERTY,
EACH
11:14:43 OF THOSE OWNERS OF THOSE UNITS ARE A 1/155 OWNER.
11:14:50 THE BILL WILL GO TO THE COMPANY AND THEN THEY DECIDE THE
11:14:53 COST OUT AMONG THE PEOPLE.
11:14:56 THE WAY THAT WILL BE HANDLED IS SIMILAR BUT SLIGHTLY
11:14:59 DIFFERENT ARRANGEMENT THAN WOULD BE IN CYPRESS BEND.
11:15:02 WE HAVE A ZERO PERCENT PARTICIPATION BY THE VILLAGE.
11:15:06 UNIT OWNER COST RANGE A LOT HIGHER, BECAUSE ONLY 155 PEOPLE
11:15:11 TO DIVIDE THE COST OUT INSTEAD OF 400.
11:15:15 COST RANGE THERE, LOOKING AT BETWEEN 13,000, A LITTLE OVER
11:15:19 $14,000 PER OWNER IN SUNNY GROVE.
11:15:23 IF THE VILLAGE, WHICH IS TO PARTICIPATE, AGAIN, USING 25%

11:15:27 NUMBER AS AN EXAMPLE HERE, THEN THAT SIGNIFICANTLY DROPS THE
11:15:31 COST DOWN BETWEEN 9700 TO ABOUT 10,700.
11:15:37 BASED ON THE OPC.
11:15:39 NOTICE THE DIFFERENCE HERE BECAUSE THE FEES WE PREVIOUSLY
11:15:43 PAID, IN THIS CASE, IT WOULD LEAVE A BALANCE THAT THE
11:15:47 VILLAGE WOULD NOW BE ADDING INTO WHAT WE ALREADY PAID FOR
11:15:50 HALF THE IMPACT FEES AND THE PERMIT REVIEW FEES WITH LEE
11:15:56 COUNTY.
11:15:58 IT WOULD STILL MEAN WE WOULD BE CONTRIBUTING ABOUT $320,000
11:16:02 INTO THE PROJECT.
11:16:03 WE DO HAVE A COST STILL TO INCUR.
11:16:06 SIMILAR SITUATION ON THE SCHEDULE.
11:16:08 I'VE USED THE EXACT SAME SCHEDULE SINCE BOTH WENT OUT TO BID
11:16:12 AT THE SAME TIME, WE ANTICIPATE BOTH WILL MOVE ROUGHLY SAME
11:16:15 PROGRESS, ALTHOUGH PRIORITY GIVEN TO CYPRESS BEND.
11:16:18 BIDS ARE DUE THE 22nd OF MAY.
11:16:21 CONTRACT TO THE VILLAGE COUNCIL ON THE 18th OF JUNE.
11:16:24 AGAIN, LOOKING AT HAVING THE WASTEWATER PLANT OFF-LINE BY
11:16:28 END OF NOVEMBER OF 25, END OF THE PERC PONDS AND REMOVAL OF
11:16:34 THE WASTEWATER PLANT ABOUT APRIL OF '26.
11:16:37 THAT'S OUR CURRENT SCHEDULE WE HAVE.
11:16:39 BUT THIS IS SOMETHING YOU NEED TO SEE.
11:16:42 AS WE ARE LOOKING AT USING THE ASSESSMENT PROCESS THAT'S
11:16:45 WITHIN THE FLORIDA STATUTES AND CHAPTER 197, THIS IS WHERE
11:16:50 WE WOULD USE THE PROPERTY APPRAISER AND THE TAX COLLECTOR
TO

11:16:53 ACTUALLY COLLECT THE ASSESSMENTS.
11:16:55 WHAT WE WOULD HAVE TO DO IS GO THROUGH A PROCESS THAT'S
11:16:59 ESTABLISHED BY STATUTE, THAT WE HAVE TO ADVERTISE THE INTENT
11:17:02 TO USE THIS PROCESS AT LEAST FOUR WEEKS BEFORE WE COME TO
11:17:08 COUNCIL.
11:17:09 SO THAT WOULD BE A PUBLIC ADVERTISEMENT PROBABLY IN THE
11:17:13 LOCAL NEWSPAPER.
11:17:14 WE THEN BRING, AND THAT WOULD OCCUR FROM MIDDLE OF
NOVEMBER
11:17:17 UP THROUGH THE MIDDLE OF DECEMBER, USING THE COUNCIL'S
11:17:22 CURRENT MEETING SCHEDULE, WE WOULD BRING THE ADOPTION OF
11:17:25 THAT RESOLUTION TO THE DECEMBER 17 COUNCIL MEETING.
11:17:30 AND THEN THINGS SORT OF GET QUIET FOR A WHILE, BETWEEN
11:17:34 FEBRUARY AND JUNE OF 26, THE CONSULTANT FIRM IS GOING
11:17:38 THROUGH AND ESTABLISHING ALL OF THE METHODOLOGY AND THE
11:17:41 RATES AND ALL THE TAX ROLL VALUES AND THINGS.

11:17:44 BY JUNE 1st, THE SAME STATE STATUTE, THE PROPERTY
11:17:48 APPRAISER HAS TO PROVIDE THE COUNTY, NOTIFY THEM JANUARY
11:17:52 1st, NOTIFY THEM AND BY JUNE 1st THEY HAVE TO GIVE US AN
11:17:57 UPDATED LISTING OF THEIR PROPERTIES.
11:17:59 SO THAT UPDATED LIST GETS PUT INTO THE ASSESSMENT ROLE.
11:18:03 WE HAVE TO SEND OUT, AND THAT'S IN JULY 1st, WE DO THE
11:18:07 PRELIMINARY ASSESSMENT ROLE ADOPTION.
11:18:09 WE THEN GO THROUGH A PROCESS OF ACTUALLY GETTING READY FOR
A
11:18:13 PUBLIC HEARING, AND WE MAIL NOTICES OUT IN AUGUST.
11:18:16 THE PUBLIC ADOPTION HEARING FOR FINAL ASSESSMENT IS THE

11:18:20 1st OF SEPTEMBER.
11:18:21 WE HAVE TO HAVE THE ASSESSMENT ROLL TO THE LEE COUNTY TAX
11:18:25 COLLECTOR BY THE 15th OF SEPTEMBER.
11:18:28 I WROTE IN HERE, GIVE THEM A WEEK OF LEEWAY.
11:18:32 I WROTE IN BY THE 8th OF SEPTEMBER.
11:18:36 TAX COLLECTOR DOES THEIR WORK AND TAX BILLS MAILED OUT IN
11:18:39 NOVEMBER OF 26.
11:18:40 THE PEOPLE IN CYPRESS BEND AS WELL AS IN SUNNY GROVE WOULD
11:18:44 BE SEEING AN ASSESSMENT SHOW UP ON NOVEMBER 26 TAX BILL.
11:18:47 WITH THAT, I'M FINISHED WITH THE PRESENTATION, UNLESS THERE
11:18:51 ARE QUESTIONS.
11:18:53 >>Jon McLain: THESE PROJECTS COULD BE DONE BY APRIL OF 26.
11:18:57 IS THAT CORRECT?
11:19:01 >>Robert Wiley: WE ANTICIPATE -- WELL, LET'S GO BACK, MAKE
11:19:03 SURE WE'RE TALKING ABOUT THE SAME THING.
11:19:06 SAYING THE PROJECT COULD BE DONE.
11:19:07 SO IN APRIL OF '26 IS WHEN WE THINK THE PERC PONDS AND THE
11:19:17 WATER TREATMENT -- WASTEWATER TREATMENT PLANTS WILL BE
11:19:20 TOTALLY DEMOLISHED.
11:19:23 THEY ARE IN OPERATION WITH LEE COUNTY UTILITIES IN LATE
11:19:26 NOVEMBER.
11:19:26 >>Jon McLain: OF 26.
11:19:28 >>Robert Wiley: OF 25.
11:19:30 THIS COMING NOVEMBER.
11:19:31 END OF THIS NOVEMBER, WE THINK WE CAN ACTUALLY HAVE THE

11:19:34 WASTEWATER TREATMENT PLANTS CONNECTED UP TO LEE COUNTY
11:19:36 UTILITIES AND THEY BECOME NONFUNCTIONAL.
11:19:39 OVER THE NEXT FIVE MONTHS, GO THROUGH THE PROCESS OF
11:19:42 REMOVING THE STUFF.
11:19:43 >>Jon McLain: MY QUESTION IS THEN, THE CONTRACTOR IS DONE
11:19:47 DOING THE WORK, WHO IS GOING TO PAY HIM?

11:19:49 WILL A BOND -- WE'VE GOT TO GO THROUGH THE WHOLE PROCESS.
11:19:54 >>Robert Wiley: YES, SIR.
11:19:55 >>Jon McLain: WILL THE VILLAGE HAVE TO FUND ALL THESE
11:19:57 PROJECTS UP FRONT.
11:20:00 >>Robert Wiley: YES, SIR.
11:20:02 >>Jon McLain: AND THEN REIMBURSED BY THE BOND PROCESS.
11:20:05 >>Robert Wiley: YES, SIR.
11:20:06 >>Jon McLain: CASH FLOW.
11:20:07 WE HAVE ENOUGH CASH IN THE BANK THAT WE CAN AFFORD TO DO
11:20:11 THAT.
11:20:12 >>Steven Sarkozy: YES.
11:20:13 THE CASH FLOW NECESSARY TO DO THESE PROJECTS, EVEN IF THEY
11:20:17 ARE BONDED IS FACTORED INTO OUR CAPITAL IMPROVEMENT
PROGRAM.
11:20:23 WE ALSO WILL BE BRINGING BACK TO THE VILLAGE COUNCIL THE
11:20:28 STATUS OF OUR BANKING BIDS WHICH HAS BEEN PUT OUT AND WE
11:20:35 COMMUNICATED TO YOU.
11:20:37 AS PART OF THE BID PROCESS WILL HAVE A LINE OF CREDIT THAT
11:20:41 WE CAN USE WITH THE BANKS TO COVER KIND OF SOME OF OUR
11:20:45 SHORT-TERM CASH FLOW NEEDS, IF WE NEED THAT.

11:20:47 SO WE HAVE TWO ALTERNATIVES HERE TO ACCOMMODATE THAT ISSUE.
11:20:53 >>Jon McLain: THESE NEED TO BE DONE FOR SURE.
11:20:56 NO QUESTION ABOUT THAT.
11:20:57 I THINK THAT'S ALL I'VE GOT.
11:21:02 >>Mayor Ribble: ANY OTHER COMMENT?
11:21:03 VICE-MAYOR.
11:21:04 >>Vice-Mayor Zalucki: THANK YOU, ROBERT.
11:21:06 GREAT PRESENTATION.
11:21:07 MAKES A LOT OF SENSE.
11:21:08 I'M CURIOUS AS TO COUNCILMAN McLAIN, WHAT HE WAS SAYING,
11:21:12 THE TIMING AND THE SCHEDULING OF GETTING PUBLIC FEEDBACK
11:21:15 BEFORE THE PROJECTS ARE KICKED OFF.
11:21:18 NOW, I'M TAKING A LOOK AT THE SCHEDULE HERE, ADOPTION OF
11:21:21 RESOLUTION.
11:21:22 IS THIS SOMETHING THAT THE PUBLIC HAS INFLUENCE ON AND WE
11:21:26 HAVE TO VOTE ON?
11:21:27 OR IS THIS SOMETHING THAT WE'RE DOING BECAUSE WE HAVE A
11:21:31 CONSENT DECREE WITH THE STATE, POLLUTION ISSUES, WHAT HAVE
11:21:36 YOU.
11:21:37 WHAT COMPELS US TO MOVE FORWARD AND AT WHAT POINT DOES THE
11:21:40 PUBLIC GET TO SPEAK ON WHETHER OR NOT THEY ARE IN FAVOR OF
11:21:43 THIS?
11:21:44 BECAUSE IT'S GOING TO IMPACT THEIR FINANCIALS AS WELL.

11:21:48 >>Robert Wiley: THESE THINGS ARE DONE THROUGH REGULAR
11:21:51 COUNCIL AGENDA ITEMS.

11:21:52 SO THEY ALWAYS HAVE THE ABILITY TO COME SPEAK TO YOU FOR AN
11:21:55 AGENDA ITEM.
11:21:56 WHEN YOU ACTUALLY GO TO OFFICIALLY ESTABLISH THE ASSESSMENT,
11:22:00 THAT IS A PUBLIC HEARING.
11:22:02 AGAIN, THEY HAVE THE ABILITY TO COME TO SPEAK ON THAT.
11:22:07 ONE THING I DIDN'T KNOW IF YOU ALL WANTED TO KNOW OR NOT AND
11:22:10 PROBABLY SHOULD HAVE INCLUDED IN HERE, THERE IS AN OPTION IN
11:22:12 HERE, WHEN YOU GO INTO ESTABLISHING ASSESSMENT, THAT ONCE
11:22:15 YOU HAVE OFFICIALLY ESTABLISHED THE ASSESSMENT RESOLUTION,
11:22:20 THE OWNERS THEN HAVE A 30-DAY WINDOW TO GO AHEAD AND PAY IT
11:22:24 OFF, AND THEN IT DOESN'T GO INTO THE LATER COLLECTIONS.
11:22:30 SO THERE IS A POSSIBILITY SOME OF THESE PEOPLE MAY WANT TO
11:22:33 PAY THEIR PORTION OFF EARLY AND THEN IT JUST REDUCES THE
11:22:37 ACTUAL AMOUNT OF TIME THAT THE ASSESSMENT PROCESS IS GOING
11:22:40 TO GO THROUGH THE YEARS.
11:22:41 THOSE ARE OPTIONS THAT PEOPLE HAVE.
11:22:44 IT ALL GETS MADE KNOWN AS WE GO INTO FUTURE PUBLIC MEETINGS.
11:22:50 EVERY ONE OF THESE STEPS ARE THROUGH VILLAGE COUNCIL ACTION.
11:22:52 >>Vice-Mayor Zalucki: THANK YOU.
11:22:54 I GUESS MORE SPECIFICALLY LOOKING AT THE SCHEDULE AGAIN,
11:22:56 ADOPTION OF RESOLUTION, I'M THINKING THERE'S GOT TO BE TWO
11:22:59 READINGS, TWO REGULAR READINGS.
11:23:06 >>Robert Eschenfelder: ORDINANCES REQUIRE TWO READINGS.
11:23:08 RESOLUTION ARE JUST RESOLUTIONS.
11:23:10 THEY ARE READ AND ADOPTED.

11:23:11 I THINK THE PUBLIC WILL HAVE AN OPPORTUNITY WHEN THE
11:23:16 RESOLUTION APPEARS ON THE AGENDA TO COME AND ARGUE TWO
11:23:21 THINGS.
11:23:22 ONE, SHOULD YOU EVEN DO THIS PROJECT, AND, TWO, SHOULD I, A
11:23:28 PROPERTY OWNER ALONG THE ROUTE HAVE TO PAY ANYTHING FOR IT?
11:23:32 AS TO NUMBER ONE, YOU HAVE WITH THE ONE PROJECT, THE CONSENT
11:23:39 AGREEMENT AND REALLY WITH BOTH OF THE PROJECTS THAT MR.
11:23:42 WILEY HAS REVIEWED WITH YOU TODAY, FROM AN ENVIRONMENTAL
11:23:46 STANDPOINT, IT'S GOING TO BE HARD TO ARGUE THAT THE PROJECTS
11:23:50 DON'T NEED TO BE DONE.
11:23:52 AND AS THE MUNICIPALITY THAT'S OVERSEEING THINGS, WE'RE
11:23:56 RESPONSIBLE FOR MAKING SURE THEY GET THEM.
11:23:59 REALLY THE ISSUE BECOMES SHOULD YOU MAKE ME PAY FOR IT OR
11:24:03 MAKE ALL ESTERO TAXPAYERS PAY FOR IT?
11:24:05 LOCAL GOVERNMENTS FACE THAT EVERY TIME YOU GET INTO, SHALL

11:24:11 WE DO A SPECIAL ASSESSMENT?
11:24:13 VERY ARGUABLY, THE PROPERTIES THAT ARE ALONG THESE UEP
11:24:18 PROJECTS ARE SPECIALLY BENEFITING IN A WAY THAT NOT EVERY
11:24:23 OTHER PROPERTY OWNER IN THE VILLAGE IS BENEFITING.
11:24:26 SO ONE WOULD ARGUE THAT YOU THEREFORE MUST BEAR THE
11:24:31 OBLIGATION TO HAVE TO DO THIS NECESSARY PUBLIC HEALTH
11:24:35 UPGRADE.
11:24:35 BUT THERE IS A POLITICAL COMPONENT AND THUS THERE IS THE
11:24:39 MENTION THAT THE VILLAGE MAY CHOOSE TO SHARE IN SOME OF THE
11:24:42 COSTS OR WHATNOT.

11:24:43 IF THAT IS A TOTALLY -- THAT IS A DECISION UP TO YOU ALL
11:24:47 WHETHER TO DO AN ASSESSMENT AT ALL, WHETHER TO PARTICIPATE
11:24:50 AT ALL.
11:24:51 AND THE PUBLIC WILL HAVE AN OPPORTUNITY TO MAKE WHATEVER
11:24:53 ARGUMENTS THEY MAKE.
11:24:54 AT THE END OF THE DAY, WE HAVE A RIGHT TO DO THE PROBABLY
11:24:59 AND WE HAVE A RIGHT UNDER THE LAW TO DO A SPECIAL ASSESSMENT
11:25:02 BECAUSE THOSE PARCELS ARE SPECIALLY BENEFITING.
11:25:06 >>Vice-Mayor Zalucki: THANK YOU.
11:25:06 JUST WANT TO CLARIFY THE PUBLIC WILL BE NOTICED.
11:25:09 THERE WILL BE MEETINGS, THERE WILL BE HEARINGS, RESOLUTIONS.
11:25:12 THEY WILL ALL BE VERY TRANSPARENT AND WE ALL GET TO WEIGH IN
11:25:15 ON IT.
11:25:16 >>Robert Eschenfelder: MR. WILEY WAS BRIEF ON HIS
11:25:17 DESCRIPTION.
11:25:18 THE STATUTES ARE VERY LONG AND PART OF THEM REQUIRE PUBLIC
11:25:21 NOTICE SPECIFIC TO THESE PEOPLE.
11:25:23 EVERYBODY WILL GET -- THEY WILL NOT BE ABLE TO SAY WE DIDN'T
11:25:27 KNOW YOU WERE DOING THIS.
11:25:30 >>Steven Sarkozy: JUST TO ADD, THAT PROCESS HAS ALREADY
11:25:32 STARTED.
11:25:33 BOTH OF THESE COMMUNITIES ARE WELL AWARE THAT THIS IS COMING
11:25:38 AND HAVE ALREADY PROVIDED SOME COMMENTS.
11:25:44 >>Jeff Hunt: YOU MENTIONED WE'RE PART OF THE CONSENT ORDER.
11:25:49 WHAT IS THE DUE DATE FOR THAT CONSENT ORDER?

11:25:53 >>Robert Wiley: THERE ARE SOME VARIOUS STEPS IN IT.
11:25:56 I'M LOOKING ALL THE WAY TO THE VERY END DATE.
11:25:58 THE FIRST STEP WE'VE ALREADY GONE PAST THAT.
11:26:02 WHILE WE WERE WAITING TO TRY TO GET ANOTHER GRANT.
11:26:05 AND DEP KNEW WE WERE WAITING FOR THE GRANT.
11:26:08 THEY HAVE BEEN SITTING PATIENTLY.
11:26:10 WE ALREADY NOTIFIED THEM, OKAY, WE'LL HAVE TO REVISE THIS

11:26:14 CONSENT ORDER AND CHANGE SOME DUE DATES BECAUSE THEY ARE
11:26:17 ALREADY IN THE PAST AND WE'RE NOT EVEN THERE YET.
11:26:19 AND THEY ARE AGREEABLE TO IT.
11:26:21 THEY ARE SAYING, OKAY, WE'RE WORKING WITH YOU BECAUSE WE
11:26:24 KNOW YOU'RE GOING TO BE TAKING CARE OF THE SITUATION.
11:26:27 THERE'S NO ISSUE WITH THAT.
11:26:28 WE HAVE TO GO BACK AND EDIT ON THAT CONSENT ORDER RIGHT
NOW.
11:26:32 BASICALLY WE'RE COMING IN WITH THIS CONSTRUCTION SCHEDULE
11:26:36 ABOUT A MONTH AFTER THE CURRENT ONE.
11:26:38 WE'LL BE EXTENDING ABOUT A MONTH.
11:26:41 >>Jeff Hunt: THE FORCE MAIN THAT HAS TO BE BUILT OR THE NEW
11:26:45 PIECE OF FORCE MAIN ON 41, WHEN IS THAT GOING TO BE STARTED?
11:26:49 >>Robert Wiley: THAT WOULD HAVE TO BE SOMETHING FOR DAVID TO
11:26:52 ANSWER.
11:26:53 >>Jeff Hunt: I'M ASSUMING THESE GUYS CAN'T CONNECT UNTIL
11:26:56 THAT'S DONE.
11:26:56 >>Robert Wiley: THAT IS YOUR NEXT ITEM, HE SAID.
11:26:58 [LAUGHTER]

11:27:02 >>Jeff Hunt: JUST A COMMENT.
11:27:03 THANK YOU VERY MUCH.
11:27:03 I OBSERVED YOU IN PERSONAL CONNECTION WITH THE FOLKS AT
11:27:08 CYPRESS BEND.
11:27:09 YOU ARE WELL CONNECTED TO THEM.
11:27:11 THERE IS A LOT OF TRANSPARENCY BETWEEN WHAT YOU'RE DOING AND
11:27:13 WHAT THEY NEED.
11:27:14 I REALLY APPRECIATE THAT.
11:27:15 >>Robert Wiley: THANK YOU.
11:27:16 >>Mayor Ribble: ANYTHING ELSE?
11:27:17 MADAM CLERK, ANY COMMENTS?
11:27:21 >>Carol Sacco: YES, MAYOR, THERE IS.
11:27:23 WILLIAM WILLIAMS FROM CASCADES.
11:27:35 >> I'M WILLIAM WILLIAMS.
11:27:37 I LIVE IN THE CASCADES FOR 16 YEARS.
11:27:40 2043 ATLANTA COURT.
11:27:43 I HAD THE PLEASURE PRIOR TO 1917 SERVING AS PRESIDENT OF THE
11:27:49 BOARD OF DIRECTORS.
11:27:50 I WAS PUT ON A LAKES COMMITTEE BECAUSE I WORKED ON THESE A
11:27:54 LONG TIME.
11:27:54 AS A FORMER RETIRED AND STILL ACTIVE CITY MANAGER, I HAD THE
11:28:01 PLEASURE OF DURING MY TENURE AND CONTINUE TO WORK WITH
STEVE

11:28:05 SARKOZY WHO HAPPENED TO HAVE ONCE WORKED IN NEW YORK, WHICH
11:28:08 IS WHERE I CAME FROM.
11:28:10 AND WE FEEL WE HAVE AN EXCELLENT RELATIONSHIP WITH DAVID

11:28:13 WILLEMS WHO HAS BEEN VERY SUPPORTIVE.
11:28:17 IN MY COMMUNITY, WE'RE UPSET WITH THE CONSEQUENCES OF THE
11:28:20 INFILTRATION AND THE ODORS THAT STILL EXIST.
11:28:22 RATHER THAN BEING CONSTRUCTIVE CRITIC, I PUT MY EFFORTS INTO
11:28:29 GETTING THE COMMITTEE TO WORK WITH STAFF AND SOLUTIONS AND A
11:28:32 TIMETABLE.
11:28:33 I THINK THERE ARE STILL CONCERNS IN THE COMMUNITY WITH THE
11:28:36 TIMETABLE.
11:28:38 AND, MAYOR, A LOT OF CONCERNS ABOUT THE STATUS OF THE
11:28:41 RECLAMATION PONDS AS TO THE REMOVAL OF THE MATERIAL ON
11:28:45 WHETHER ANY NUTRIENTS WILL THEN POSSESS THEMSELVES AND
11:28:50 CONTINUE TO INFILTRATE IN THE GROUNDWATER.
11:28:52 I DON'T KNOW WHETHER OR NOT THAT WILL END WHEN MR. WILEY'S
11:28:57 WORK IS DONE.
11:28:58 THERE ARE SOME PEOPLE IN THE COMMUNITY THAT STILL WILL BE
11:29:02 CONCERNED ABOUT EVEN APRIL.
11:29:04 I KNOW YOU'LL APPRECIATE THIS.
11:29:07 UNDERSTANDING ENGINEERING PROJECTS AND THE DELAY CAUSED BY
11:29:10 THE DEP IS NOT EASY TO EXPLAIN TO PEOPLE WHO LIVE NEARBY AND
11:29:15 EVERYTHING LIKE THAT.
11:29:16 THEY THINK IT COULD HAPPEN TOMORROW, PLUG THE SWITCH, DRAIN
11:29:21 THE POND, AND ELIMINATE THE PROBLEM.
11:29:23 I'M DEALING WITH MAKING REPORTS TO THEM.
11:29:27 I WANT YOU TO KNOW I NOTIFIED A LOT OF PEOPLE THIS MORNING
11:29:30 ABOUT THE MATTER ON THE AGENDA, BECAUSE THEY DON'T TRACK ANY

11:29:34 MEDIA ON IT.
11:29:35 I SENT SOME REPORTS TO THE COMMITTEE MEMBERS, INCLUDING THE
11:29:39 VICE PRESIDENT OF THE BOARD, AND TO MY SURPRISE, NO ONE IS
11:29:43 HERE.
11:29:44 THAT'S A GOOD THING, BUT FROM MY EXPERIENCE, THAT'S NOT A
11:29:47 GOOD THING.
11:29:48 SO I WANTED TO COME TO TELL YOU THAT I SUPPORT YOUR EFFORTS
11:29:52 AND I'M LOOKING FORWARD TO A TIMELY CONCLUSION.
11:29:57 I JUST CAN'T TELL YOU HOW GLAD I AM TO SEE THIS PHASE
11:30:00 HAPPENING.
11:30:01 I HAVE SOME FRIENDS THAT LIVE THERE.
11:30:03 I'M TIRED WITH THEIR E-MAILS.
11:30:05 I CAN'T CONTROL IT.

11:30:07 I KNOW STEVE CAN'T.
11:30:10 ANYWAY, THANK YOU VERY MUCH.
11:30:11 HOPE YOU HAVE A GOOD DAY.
11:30:13 CONTINUE YOUR GOOD WORK.
11:30:14 THANK YOU VERY MUCH.
11:30:16 >> THANK YOU, BILL.
11:30:18 >>Carol Sacco: THAT'S IT, MAYOR.
11:30:19 >>Mayor Ribble: OKAY.
11:30:20 THEN WE'LL MOVE ON TO THE NEXT AGENDA ITEM, WHICH IS THE
11:30:24 ESTERO RIVER PARK PROJECT UPDATE.
11:30:26 STEVE, WOULD YOU INTRODUCE THIS?
11:30:28 >>Steven Sarkozy: YES.

11:30:30 ABOUT SIX YEARS AGO WE PURCHASED THE 62.5 ACRES AT THE
11:30:37 CORNER OF CORKSCREW AND U.S. 41 BY WAY OF BACKGROUND, COST
11:30:43 OF THAT WAS $24.5 MILLION.
11:30:45 WE'VE SINCE PAID OFF THAT INITIAL PURCHASE PRICE.
11:30:51 SO WE OWN THE 62.5 ACRES FREE AND CLEAR.
11:30:54 THE PROPERTY ON THE SOUTH SIDE OF THE RIVER WAS DETERMINED
11:31:02 TO BE UNIQUE ENVIRONMENTAL QUALITY AND AS A RESULT, THE
11:31:08 COUNCIL PREVIOUSLY SUGGESTED THAT ALL OF THAT PROPERTY, THE
11:31:13 30 ACRES, BE USED AS A NATURAL PRESERVE.
11:31:18 AND WE'RE IN THE PROCESS NOW OF DOING SOME OF THE INITIAL
11:31:24 IMPROVEMENTS ON THIS PARCEL TO MAKE IT AVAILABLE TO THE
11:31:27 PUBLIC.
11:31:27 AND THAT'S THE SUBJECT OF THE UPDATE TODAY.
11:31:31 I'LL TURN IT OVER TO DAVID WILLEMS, WHO IS COORDINATING OUR
11:31:35 CONTRACT WITH BOTH THE DESIGN FIRM RESPEC, AS WELL AS THE
11:31:40 CONSTRUCTION MANAGEMENT FIRM, MANHATTAN, ON THIS PROJECT.
11:31:44 BOTH OF THOSE PROJECTS WERE PREVIOUSLY APPROVED BY THE
11:31:47 VILLAGE COUNCIL.
11:31:48 BUT THE UPDATE IS HERE FOR US TODAY.
11:31:50 I'LL TURN IT OVER TO DAVID.
11:31:52 >>David Willems: I'LL BRIEFLY DO AN OVERVIEW OF THE PROJECT
11:31:55 ITSELF AND THEN THE PROJECT TEAM WILL GIVE AN UPDATE ON IT.
11:31:58 THIS IS WHERE THE PROJECT IS LOCATED.
11:32:00 STRADDLES THE ESTERO RIVER, AS STEVE MENTIONED.
11:32:03 VILLAGE PURCHASED IT SEVERAL YEARS AGO, PAID IT OFF AND NOW

11:32:06 WE'RE WORKING ON SOME IMPROVEMENTS ALONG THE RIVER.
11:32:09 THIS HERE IS THE SITE PLAN THAT SHOWS WHAT WE'RE PROPOSING.
11:32:14 AND THIS IS A CONCEPT FOR BOTH PHASE ONE AND PHASE TWO.
11:32:18 JON ZANDER WITH MANHATTAN CONSTRUCTION WILL PROVIDE AN
11:32:23 UPDATE ON WHERE WE ARE AT WITH PHASE ONE.

11:32:25 INCLUDED IN THE PHASE ONE, COUNCILMEMBER HUNT, IS THE FORCE
11:32:28 MAIN THAT SUNNY GROVE WILL CONNECT INTO.
11:32:31 THAT HAS NOT STARTED CONSTRUCTION BECAUSE THAT CONSTRUCTION
11:32:33 IS GOING TO GO THROUGH THE PROTECTION ZONE FOR THE BALD
11:32:36 EAGLE NEST.
11:32:38 THAT ENDS I BELIEVE MAY 15.
11:32:40 SO THEY'LL START SHORTLY AFTER THAT.
11:32:42 BUT IT SHOULD BE IN PLACE FOR WHEN THE SUNNY GROVES GETS
11:32:46 INSTALLED.
11:32:46 THE PHASE ONE IS REALLY THE PATH ON THE LEFT SIDE OF THE
11:32:51 SCREEN, THE PARKING LOT TO THE NORTH, AND THEN THE BRIDGE
11:32:55 ACROSS THE RIVER.
11:32:56 PHASE TWO, WHICH THE DESIGN TEAM WITH RESPEC AND SCHENKEL
11:33:01 SHULTZ WILL GET INTO IS REALLY THE PERIMETER FENCE AROUND
11:33:05 THE ENTIRE SITE.
11:33:07 AND HOW DO WE HANDLE THE SIDEWALKS ALONG CORKSCREW ROAD AND
11:33:10 U.S. 41.
11:33:11 IT'S NOT AS SIMPLE AS YOU MIGHT THINK IN SOME OTHER AREAS
11:33:15 BECAUSE OF THE ELEVATION DIFFERENCE BETWEEN THE ROADWAYS AND
11:33:18 THE PARK, AND THEN ALSO THE AMOUNT OF TREES THAT ARE RIGHT

11:33:21 ALONG THE PERIMETER.
11:33:23 IF WE PUT IN A PATH THAT'S RAISED, WE MIGHT HAVE TO REMOVE
11:33:27 TREES.
11:33:27 THEY'LL GET INTO SOME OF THAT DETAIL.
11:33:29 THAT'S KIND OF WHERE WE'RE AT RIGHT NOW.
11:33:32 RIGHT NOW, JON ZANDER WITH MANHATTAN WILL GO OVER THE
11:33:38 PHOTOGRAPHS AND WHERE WE ARE AT ON PHASE ONE CONSTRUCTION.
11:33:44 >> GOOD MORNING.
11:33:45 MY NAME IS JON ZANDER WITH MANHATTAN CONSTRUCTION.
11:33:49 I'VE BEEN INVOLVED WITH DAVID FOR THE PHASE ONE AND PHASE
11:33:53 TWO.
11:33:54 THE PHASE ONE, AS YOU SEE ON THE SCREEN THERE, THAT IS WHAT
11:33:58 IT WAS BEFORE WE STARTED OUT THERE.
11:34:02 AND THEN EARLIER THIS YEAR -- SCROLL DOWN -- EARLIER THIS
11:34:11 YEAR, WE ENGAGED PENNONI ASSOCIATES TO ASSIST WITH SOME
11:34:16 GOPHER TORTOISE RELOCATION BEFORE WE STARTED ANYTHING.
11:34:19 THEN WE BASICALLY WENT IN, ESTABLISHED OUR SOIL EROSION AND
11:34:23 CLEARED THE SITE.
11:34:24 TO DATE, WE HAVE COMPLETED ALL OF THE ON-SITE UNDERGROUND

11:34:28 UTILITIES, STORMWATER, WATER LINE, FIRE LINE, HYDRANTS ARE
11:34:34 IN.
11:34:35 WE'RE WORKING ON THE FORCE MAIN THAT'S GOING TO GO FROM THE
11:34:38 RESTAURANT FACILITY OUT TO THE NEW FORCE MAIN ALONG 41.
11:34:43 THE SITE HAS BEEN FILLED AND WE'RE GETTING READY TO START
11:34:47 BRINGING IN BASE ROCK FOR THE DRIVES AND PARKING AREAS.

11:34:50 AND THE BUILDING PAD IS READY.
11:34:52 WE'RE WORKING WITH THE VILLAGE ON THE PERMITTING FOR THAT AS
11:34:56 WE SPEAK.
11:34:57 WE'VE ALSO COMPLETED THE UTILITY WORK.
11:35:03 WE ARE IN THE PROCESS OF COMPLETING THE UTILITY WORK ALONG
11:35:05 COUNTY ROAD.
11:35:06 SO THE FIRE LINE, WATER LINE EXTENSION THAT GOES BY THE FIRE
11:35:09 DEPARTMENT THERE IS READY TO BE CONNECTED, AND THAT WILL
11:35:14 HAPPEN IN ABOUT ANOTHER WEEK OR SO.
11:35:16 AND THEN, OF COURSE, THERE ARE SOME THINGS THAT HAVE TO
11:35:19 HAPPEN IN ORDER TO GET THAT CERTIFIED.
11:35:22 SO AS OF RIGHT NOW, THE BRIDGE IS IN FABRICATION.
11:35:28 TENTATIVE DELIVERY OF THE PEDESTRIAN BRIDGE, WHICH IS PRETTY
11:35:31 MUCH THE CRITICAL PATH FOR THE PROJECT, IS AUGUST 8, WHICH
11:35:37 WE WILL CONTINUE TO UPDATE THE TEAM ON AND MAKE SURE,
11:35:40 BECAUSE THAT WILL BE A GOOD PHOTO OP FOR EVERYONE WHEN THE
11:35:43 BRIDGE IS DELIVERED AND IS BEING SET.
11:35:46 ANY QUESTIONS, COMMENTS, CONCERNS ON PHASE ONE BEFORE WE
11:35:53 INTRODUCE PHASE TWO?
11:35:56 >>Jeff Hunt: QUICK QUESTION ON PHASE ONE, ESTERO RIVER
11:35:59 OUTFITTERS IS RIGHT THERE, OBVIOUSLY.
11:36:01 IS THERE ANY CHANGE TO THEIR FACILITY, THEIR PARKING OR
11:36:05 WHERE THEY PARK, ANY OF THAT, WITH THIS PROJECT?
11:36:08 >> THERE IS NOT.
11:36:10 WE KEEP IN CLOSE CONTACT, MAKE SURE WE'RE NOT IMPACTING THEM

11:36:13 AND TRY TO BE GOOD NEIGHBORS WHILE WE'RE THERE.
11:36:17 >>Jon McLain: ON THE ESTERO RIVER OUTFITTERS, WOULD THERE BE
11:36:20 ACCESS FROM THE NEW PARKING FOR THEIR CUSTOMERS TO COME
BACK
11:36:25 AND GET IN THE WATER?
11:36:27 >> NOT AT THIS POINT, NO.
11:36:30 >>Jon McLain: HOW LONG IS THAT BRIDGE?
11:36:32 >> IT'S LIKE 120 FEET CLEAR SPAN.
11:36:38 >>Jon McLain: THAT COMES IN --
11:36:40 >> THREE PIECES.

11:36:41 WE'RE GOING TO START THE ABUTMENTS AND APPROACHES TOWARD THE
11:36:47 END OF THE MONTH, EARLY JUNE.
11:36:49 >>Jon McLain: THEY'LL HAVE HANDICAP ACCESS?
11:36:52 >> THEY WILL.
11:36:52 >>Jon McLain: GOOD.
11:36:54 >> HOW WIDE WILL IT BE?
11:36:57 >> I BELIEVE IT'S 12 FEET.
11:37:01 BIG ENOUGH TO DRIVE A UTILITY VEHICLE OR MAINTENANCE VEHICLE
11:37:04 ACROSS.
11:37:05 NOT A CAR, BUT LIKE A GATOR OR UTILITY VEHICLE.
11:37:11 >>Vice-Mayor Zalucki: THE DECKING CONSTRUCTION MATERIAL,
11:37:13 WILL THAT BE WOOD?
11:37:14 >> IT WILL BE CONCRETE.
11:37:17 >>Vice-Mayor Zalucki: THE LOCATION IS JUST ABOUT WHERE THE
11:37:19 FOOT BRIDGE IS CURRENTLY LOCATED, CLOSE?
11:37:22 >> YEAH, KIND OF AT AN ANGLE FROM WHERE THAT HOUSE IS, KIND

11:37:27 OF A LITTLE BIT OF AN ANGLE FROM THERE ACROSS.
11:37:31 >>Vice-Mayor Zalucki: THANK YOU.
11:37:33 >>Mayor Ribble: ANYTHING ELSE?
11:37:33 GO AHEAD.
11:37:36 >> PHASE TWO, WE HAVE BEEN WORKING THROUGH PRELIMINARY
11:37:40 DESIGN FOR PHASE TWO, WHICH, OF COURSE, WILL COMPLEMENT
11:37:43 PHASE ONE AND THEN ALSO PROVIDE SOME IMPROVEMENTS ALONG 41
11:37:47 AND CORKSCREW ROAD.
11:37:50 SO WITH ME, I HAVE BRAD FROM RESPEC AND NATALIE AND DANIEL
11:37:55 FROM SCHENKEL SHULTZ, OUR DESIGN PARTNERS IN THIS PROJECT.
11:38:01 I WILL TURN IT OVER TO YOU FOLKS OR BRAD, FOR YOU FIRST AND
11:38:07 SEE WHAT OTHER PICTURES I DIDN'T SHOW YOU.
11:38:25 >> GOOD MORNING, EVERYONE.
11:38:27 FOR THE RECORD, BRADLEY PICARD WITH RESPEC, DESIGN
11:38:30 CONSULTANT FOR THE VILLAGE OF ESTERO.
11:38:31 PHASE TWO OF THIS PROJECT IS ESSENTIALLY AN EXTENSION OF THE
11:38:40 ON-SITE PATHS.
11:38:41 YOU'LL ALSO HAVE THE EAGLE VIEWING AREA THAT SCHENKEL SHULTZ
11:38:47 WILL BE DESIGNING AND SHOWING YOU SHORTLY.
11:38:48 MY PRIMARY COMPONENT OF THIS IS GOING TO BE SHOWING THE
11:38:52 OFF-SITE PERIMETER, SIDEWALK AND THE MULTIUSE PATH THERE.
11:38:57 THE MULTIUSE PATH STARTS ON THE SOUTH SIDE OF THE ESTERO
11:39:05 RIVER BRIDGE.
11:39:06 YOU CAN SEE FROM THESE PLANS HERE THAT THE FENCE WILL START
11:39:11 AT THAT EXISTING RAILING THAT'S ON THE BRIDGE.

11:39:14 OUR SIDEWALK AND THAT PATH WILL BEGIN ABOUT 60 FEET SOUTH OF
11:39:19 WHERE THAT FENCE BEGINS, JUST TO AVOID SOME OF THE STEEP
11:39:22 BANKS AND SOME OF THE VEGETATION THAT'S CLOSE TO THE ESTERO
11:39:26 RIVER.
11:39:26 THE PHASE -- THIS PHASE TWO PATH THAT IS THE FIRST
11:39:32 ALTERNATIVE, ALTERNATIVE A, WILL BE ESSENTIALLY HOLDING THE
11:39:39 INSIDE OF THE PROPERTY LINE THERE.
11:39:44 10-FOOT WIDE PATH WITH 5-FOOT MEANDER AND 5-FOOT OFFSET
FROM
11:39:50 THAT EDGE TO THAT DECORATIVE FENCE.
11:39:53 YOU HAVE ON THAT DECORATIVE FENCE, SPACED OFF COLUMNS.
11:39:57 AND IN BETWEEN THOSE COLUMNS, YOU WILL HAVE THE VILLAGE OF
11:40:00 ESTERO LOGO CENTERED, AND THAT WILL BE ALSO SOMETHING THAT
11:40:05 SCHENKEL SHULTZ WILL BE PRESENTING TO YOU AFTER THIS.
11:40:07 >>Mayor Ribble: EXCUSE ME, BRAD, DO YOU HAVE CONTROL OVER
11:40:09 THAT CURSOR?
11:40:12 >> I DO.
11:40:13 >>Mayor Ribble: COULD YOU POINT TO THINGS AS YOU DESCRIBE
11:40:16 THEM?
11:40:17 >> ABSOLUTELY.
11:40:17 LIKE I SAID, SIDEWALK BEGINS HERE.
11:40:20 DECORATIVE FENCE IS FIVE FOOT OFFSET INSIDE THE PROPERTY.
11:40:26 WITH THE DESIGN INTENT OF THIS PATH, THE ELEVATIONS ARE
11:40:32 INTENDED TO MATCH THE ADJACENT ELEVATION OF THE ROADWAY.
11:40:35 SO WITH THAT, THE GRADE WILL ESSENTIALLY START GOING UP FROM
11:40:40 THIS EXISTING DETENTION AREAS THAT SERVICE U.S. 41 AND GRADE

11:40:46 UP FROM THERE TO THAT PROPOSED ELEVATION.
11:40:50 THE FENCE LINE WILL STAY AT THAT ELEVATION AS A SIDEWALK AND
11:40:55 THEN BEYOND THAT FENCE AND WALL, IT GRADES BACK DOWN.
11:40:59 ESSENTIALLY ANY VEGETATION REMOVAL, ANYTHING ALONG THOSE
11:41:03 LINES TO CONSTRUCT THIS FENCE AND SIDEWALK, THE CLEARING
11:41:08 WOULD NEED TO GO BEYOND THAT INTO LIMIT OF GRADING.
11:41:14 AS YOU APPROACH THIS AREA, I'M MOVING SOUTH FROM THE ESTERO
11:41:21 RIVER BRIDGE DOWN TO CORKSCREW.
11:41:24 YOU CAN SEE ON EITHER SIDE OF THESE SHEETS THAT THERE IS A
11:41:30 RETAINING WALL PROPOSED WITHIN THE LIMITS OF THE WETLAND.
11:41:33 THAT'S DONE TO ENSURE THAT WE MINIMIZE THE IMPACTS OF THE
11:41:36 WETLAND IN THAT AREA AND TERMINATE THE MEANDERING, KEEP IT A
11:41:40 STRAIGHTAWAY IN THAT AREA JUST SO THAT WE LIMIT ANY OF THE
11:41:43 IMPACTS ON THE WETLANDS AS MUCH AS POSSIBLE.
11:41:45 AS THE ROAD PICKS UP IN THIS LOCATION TOWARDS THE
11:41:49 INTERSECTION, THE SIDEWALK WILL FOLLOW THAT SAME DIRECTION
11:41:54 AND THE ACTUAL SIGN AND THE MAIN FEATURE THAT YOU'LL SEE

11:41:58 FROM SOME OF THE RENDERINGS THAT SCHENKEL SHULTZ PREPARED,
11:42:01 IT IS CENTERED AND ELEVATED A LITTLE HIGHER THAN THE
11:42:06 SIDEWALK JUST TO HAVE THAT PROMINENT FEATURE SHOWN AND HAVE
11:42:10 ADDITIONAL COLUMNS ON EITHER SIDE, GIVING IT A SYMMETRICAL
11:42:15 AESTHETIC AS YOU GO THROUGH.
11:42:16 I'LL CONTINUE DOWN CORKSCREW FROM WEST TO EAST.
11:42:19 THERE IS THE ALTERNATIVE PLAN B FOR THIS SIDEWALK ON U.S.
11:42:24 41.

11:42:25 I'M GOING TO CONTINUE TALKING ABOUT CORKSCREW AND REGROUP
11:42:27 AND I'LL GO BACK TO THAT PLAN B.
11:42:30 NOW WE'RE LOOKING PRETTY MUCH PLAN IS NORTH.
11:42:35 WE'RE GOING TO BE MOVING EAST ALONG CORKSCREW.
11:42:39 WE'RE FOLLOWING THAT SAME MEANDERING PATH, 10-FOOT WIDE,
11:42:43 5-FOOT MEANDER.
11:42:45 SAME THING WITH THAT FENCE OFFSET.
11:42:48 YOU'VE GOT THE SAME FIVE FOOT OFFSET.
11:42:51 THAT GIVES YOU ENOUGH SPACE FOR ANY LANDSCAPING AND IF
11:42:53 ANYBODY IS ON A BIKE IN THIS AREA, IT WILL GIVE THEM
11:42:56 OPPORTUNITY TO NOT FEEL SO TIGHT AGAINST THE ACTUAL FENCE
11:43:01 LINE.
11:43:01 THAT GIVES IT A LITTLE MORE FLUFF, A LITTLE MORE SPACE
11:43:04 THERE.
11:43:04 THE DRAINAGE ON CORKSCREW IS A LITTLE DIFFERENT THAN WHAT
11:43:07 YOU SEE ON 41.
11:43:08 THEY USE THE ROADSIDE SWALES.
11:43:11 SO FROM THE BOTTOM SWALE ELEVATION AND MAINTAINING THAT
SAME
11:43:16 INTENT OF USING THE ADJACENT ROAD GRADE TO MATCH WHERE THE
11:43:20 SIDEWALK IS, WE START OUR GRADING AT THE BOTTOM OF THE SWALE
11:43:23 AND WORK OUR WAY UP.
11:43:25 THE SAME THING, SIDEWALK, FENCE, GRADE BACK DOWN BEYOND THE
11:43:29 FENCE.
11:43:29 YOU CAN SEE HERE THAT WE ALSO HAVE THIS EXISTING DRIVEWAY
11:43:37 HERE.

11:43:37 IT'S BEING RELOCATED TO STAY IN LINE WITH THAT ENTRY THAT IS
11:43:42 OPPOSITE ON CORKSCREW, JUST TO MAINTAIN PROPER ALIGNMENT
11:43:46 THERE.
11:43:47 AND THE DRIVEWAY WILL CONTINUE ONTO THE SITE AND TIES BACK
11:43:53 INTO WHERE IT LIVES CURRENTLY.
11:43:55 MOVING FURTHER EAST, WE HAVE -- CONTINUE UNTIL REACH THE
11:44:04 RAILROAD RIGHT-OF-WAY.
11:44:05 THAT REGION IS WHERE YOU HAVE THE STRAIGHTAWAY BACK THAT

11:44:07 LIMITS THE AMOUNT OF IMPACTS INTO THAT RIGHT-OF-WAY THAT WE
11:44:10 REALLY DON'T NEED TO DO IF WE CAN KEEP IT STRAIGHT.
11:44:13 IT ALSO GIVES US -- WE HOLD THAT RIGHT-OF-WAY LINE ON
11:44:19 CORKSCREW TO KEEP THAT LINEAR CONSISTENCY.
11:44:22 GIVES US THAT CLEAR ZONE AND MAINTAINS THAT CLEAR ZONE OFF
11:44:26 THE TRAVEL PATH ON CORKSCREW AS WELL.
11:44:29 WITH THAT ORIENTATION, WHILE YOU'RE IN THE RIGHT-OF-WAY AND
11:44:31 YOU GET PAST THAT CROSSING, THERE IS THAT CHANNEL THAT WILL
11:44:35 RUN TO THE ESTERO RIVER.
11:44:38 THERE WILL BE SOME MODIFICATIONS NECESSARY TO MAINTAIN THIS
11:44:41 PATH'S ALIGNMENT JUST TO FILL THAT AREA AND EXTEND THAT
11:44:46 CULVERT DOWN.
11:44:48 THAT'S ESSENTIALLY WHAT YOU'RE SEEING HERE.
11:44:51 PROPOSED GRADING AT THE TOP OF THE BANK WHERE IT CURRENTLY
11:44:54 LIVES ABOUT HERE.
11:44:55 IT WOULD NEED TO BE FILLED AND PUSHED DOWN WITH A PIPE
11:44:59 EXTENDED TO MAINTAIN THAT CONVEYANCE.

11:45:02 MEANDER RESUMES ONCE YOU GET OUT OF THE RIGHT-OF-WAY.
11:45:09 AND THIS IS NOW PROPERTY THAT'S NOT OWNED BY THE VILLAGE.
11:45:13 SO WITH THIS ALIGNMENT, COORDINATION WILL NEED TO BE DONE
11:45:17 BETWEEN THE VILLAGE AND ANY -- THE PROPERTY OWNER TO TRY AND
11:45:22 ACCOMMODATE THAT ACCESS, WHICH WOULD INCLUDE ANY GRADING
11:45:25 BEYOND THE SIDEWALK ON THE NORTH SIDE.
11:45:27 WE HAVE THIS SIDEWALK TERMINATING AT THE SANDY LANE
11:45:34 INTERSECTION WHERE WE PROPOSE TO HAVE THE CROSSINGS BOTH
11:45:37 ACROSS SANDY LANE AND SOUTH ACROSS CORKSCREW.
11:45:42 WE ARE ACTIVELY COORDINATING WITH THIS PROPERTY OWNER HERE,
11:45:46 TOLL BROTHERS, WHERE WE'RE TRYING TO FIGURE OUT EXACTLY WHAT
11:45:50 WOULD NEED TO HAPPEN TO HAVE THIS EXTENDED ACROSS THEIR
11:45:53 FRONTAGE.
11:45:54 THAT'S THE PLAN A.
11:45:59 HAPPY TO ANSWER ANY QUESTIONS YOU MAY HAVE ON THIS PROCESS
11:46:02 BEFORE I GO INTO THE PLAN B.
11:46:04 >>Mayor Ribble: BRAD OR MAYBE STEVE YOU CAN ANSWER THIS.
11:46:07 THE DRIVEWAY ON CORKSCREW, I KNOW AT ONE TIME WE THOUGHT
11:46:10 THAT MIGHT BE THE ENTRANCE, BUT THERE'S NO ACTUAL PLACE TO
11:46:13 PUT THE PARKING.
11:46:14 WILL THAT STILL BE AN ENTRANCE?
11:46:18 I WOULD IMAGINE YOU NEED IT TO GET TO THE PROPERTIES THAT
11:46:21 ARE IN PHASE ONE, THE BUILDINGS, WOULD THAT BE LIMITED
11:46:26 ACCESS TO THOSE GOING TO THOSE BUILDINGS?
11:46:28 HOW WOULD WE WORK WITH THAT ACCESS?

11:46:31 >>Steven Sarkozy: IF I HAVE THE QUIZZICAL LOOK ON MY FACE --
11:46:34 >>Mayor Ribble: YOU DO.
11:46:35 >>Steven Sarkozy: -- YOU KNOW, WE'RE TRYING TO FIGURE OUT
11:46:38 HOW BEST TO UTILIZE THE OLD HAPPEHATCHEE CENTER.
11:46:45 WE HAVE THE ESTERO FOREVER FOUNDATION STEPPING INTO THAT
11:46:47 ROLE TO LOOK AT HOW THAT BUILDING MIGHT BE USED.
11:46:49 BUT THE OVERALL OBJECTIVE WAS TO TRY TO KEEP MOST OF THE
11:46:54 PARKING ON THE NORTH SIDE OF THE RIVER AND ACCESS THE SOUTH
11:46:57 SIDE BY THE FOOT BRIDGE.
11:46:59 AND THAT THEN -- THE BENEFIT TO US IS THAT IT WOULD LIMIT
11:47:04 THE AMOUNT OF PARKING IN THE PARKING AREAS ON THE SOUTH
11:47:08 SIDE.
11:47:08 FRANKLY, I DON'T KNOW THAT WE'VE REACHED A RESOLUTION ON HOW
11:47:14 THAT WOULD OCCUR, BECAUSE IT'S COUNTERINTUITIVE GO ON THE
11:47:19 NORTH SIDE TO GET TO THE SOUTH SIDE.
11:47:21 THAT'S ONE OF THE THINGS WE'LL HAVE TO WORK THROUGH HERE.
11:47:27 IN MY OPINION, WE'LL STILL NEED TO MAINTAIN SOME LIMITED
11:47:33 ACCESS FROM CORKSCREW FOR LIMITED USE OF THE HAPPEHATCHEE
11:47:42 CENTER, BUT ANY MAJOR USE, MAJOR MEETINGS AND WHATNOT, WE
11:47:45 WOULD WANT TO ACCESS THAT FROM THE NORTH SIDE.
11:47:47 >>Mayor Ribble: THAT'S WHY I'M QUESTIONING WHETHER WE'RE
11:47:50 STILL GOING TO NEED THAT ACCESS.
11:47:52 IF YOU WANT TO GET TO THE BUILDINGS, YOU'RE GOING TO NEED
11:47:54 SOME WAY TO GET THERE.
11:47:55 >>Steven Sarkozy: IT'S A QUESTION.

11:47:57 AND, OF COURSE, WITH ONLY A 12-FOOT WIDE BRIDGE WITH LIMITED
11:48:02 CARRYING CAPACITY, YOU CAN'T GET MAINTENANCE -- HEAVY
11:48:04 MAINTENANCE VEHICLES OVER THE BRIDGE, LIKE A PICKUP TRUCK OR
11:48:08 SOMETHING LIKE THAT.
11:48:08 NOW, THE INTERACTION OF THIS DESIGN WITH THE ECO-HISTORIC
11:48:18 PLANNING PROCESS IS GOING TO BE AN INTERESTING ONE BECAUSE
11:48:22 WE'RE GOING TO WANT TO LOOK AT HOW WE DEVELOP THE 26 ACRES
11:48:28 ON THE NORTH SIDE OF THE RIVER -- THE NORTH SIDE OF THE
11:48:31 RIVER WAS PREVIOUSLY AMENDED, THE LAND USES WERE AMENDED BY
11:48:37 THE KORESHANS, AND IT WAS A CITRUS FARM BASICALLY.
11:48:43 SO THERE'S NOTHING, IN MY OPINION, LESS ENVIRONMENTALLY
11:48:48 SENSITIVE LANDS ON THE NORTH SIDE OF THE RIVER THAN ON THE
11:48:52 SOUTH, BUT HOW THEY INTERACT TOGETHER IS GOING TO BE KIND OF
11:48:58 THE SUBJECT OF THE NEXT PHASES.
11:49:00 IT'S NOT A PRECISE ANSWER TO YOUR QUESTION, BUT I THINK
11:49:07 WE'RE GOING TO BE WORKING OVER THE NEXT SEVERAL YEARS TO TRY
11:49:12 TO REFINE HOW THESE USES HAVE AN INTERPLAY BETWEEN ONE
11:49:17 ANOTHER.

11:49:20 >>Mayor Ribble: BEFORE YOU MOVE ON TO B, ALTERNATIVE B,
11:49:24 ALTERNATIVE A, THAT IS ENTIRELY ON THE VILLAGE-OWNED
11:49:28 PROPERTY.
11:49:28 >> THAT'S CORRECT.
11:49:29 ON 41.
11:49:32 I'M GOING TO BEGIN PLAN B NOW.
11:49:38 IF THERE ARE ANY OTHER QUESTIONS ASSOCIATED WITH CORKSCREW,

11:49:43 SPEAK NOW IF YOU WOULD LIKE.
11:49:45 OTHER THAN THAT, WE'LL GO ON TO PLAN B.
11:49:49 THIS ALTERNATIVE.
11:49:50 NOW, THIS ALTERNATIVE TAKES INTO CONSIDERATION THE AMOUNT OF
11:49:56 GRADING AND CLEARING THAT WOULD BE REQUIRED WITH THE
11:50:02 ORIGINAL PLAN WHERE YOU HAVE ALL THAT DISTURBANCE ON-SITE.
11:50:05 THE INTENT OF THIS IS TO REDUCE THE AMOUNT OF GRADING AND
11:50:09 CLEARING NECESSARY ON THERE AND IT PUTS THE ENTIRE SIDEWALK
11:50:15 WITHIN 41'S RIGHT-OF-WAY.
11:50:17 YOU CAN SEE ON THE CROSS SECTION HERE THAT IN ORDER TO
11:50:24 ACCOMMODATE THE SIDEWALK WITHIN 41'S RIGHT-OF-WAY, THE
11:50:29 STORMWATER INFRASTRUCTURE, THOSE OPEN DETENTION PONDS,
THEY
11:50:34 WILL BE FILLED TO ACCOMMODATE THIS.
11:50:39 AND I WILL CONTINUE ON ABOUT THIS IN A LITTLE BIT, BUT THAT
11:50:44 VOLUME NEEDS TO GO SOMEWHERE.
11:50:46 WE NEED TO BE ABLE TO PROVIDE COMPENSATING VOLUME
ASSOCIATED
11:50:49 WITH THAT.
11:50:50 YOU CAN SEE HERE JUST A GENERAL SIZE OF THE POND TO
11:50:59 ACCOMMODATE A ONE-TO-ONE SUPPLEMENT OF VOLUME
COMPENSATION
11:51:03 FOR WHAT WE'RE FILLING.
11:51:04 I'M JUST GOING TO PASS THROUGH HERE.
11:51:08 YOU CAN SEE WE'RE MAINTAINING THAT SAME DESIGN METHODOLOGY
11:51:12 WITH 10-FOOT SIDEWALK, THE 5-FOOT MEANDERING, 5-FOOT OFFSET
11:51:16 TO THE FENCE LINE, BUT THAT FENCE LINE IS A RETAINING WALL.
11:51:20 THERE'S NO GRADING ANYMORE BEYOND THAT FENCE LINE.

11:51:24 SO YOU HOLD THAT LINE, THAT'S ESSENTIALLY YOUR LIMITED
11:51:28 DISTURBANCE ONTO THE PROPERTY.
11:51:29 THAT FENCE IS REQUIRED TO STAY ON THE VILLAGE PROPERTY
11:51:37 BECAUSE OF THE DESIGN OF IT, IT WOULD NOT MEET THE F.D.O.T.
11:51:40 SPECIFICATIONS FOR WHATEVER DECORATIVE FENCE WE'RE
11:51:43 PROPOSING, THAT WOULD NOT JIVE WITH WHAT THEY WOULD LIKE.
11:51:46 FROM THERE, YOUR 5-FOOT OFFSET ESTABLISHES WHERE THAT

11:51:51 SIDEWALK WILL LIVE AND THEN BEYOND THAT SIDEWALK GRADES DOWN
11:51:58 TO EXISTING GRADE TOWARDS 41.
11:52:00 WITH THAT, AND YOU CAN SEE ON THESE PLANS HERE, THAT IT
11:52:04 PRETTY MUCH -- IT TOTALLY CONFLICTS WITH WHAT THE EXISTING
11:52:10 DRAINAGE INFRASTRUCTURE IS ON-SITE.
11:52:11 SO THAT WOULD NEED TO BE REDESIGNED TO ACCOMMODATE WHATEVER
11:52:16 LOW POINT WE BUILD FROM THE PROPOSED SIDEWALK.
11:52:20 IT SHOULD BE NOTED THAT THIS SERIES OF BASINS THAT ARE
11:52:27 LOCATED IN THIS AREA, THEY ARE CASCADING DRAINAGE
11:52:32 INFRASTRUCTURE THAT FOLLOWS THE TOPOGRAPHY OF THE ROADWAY SO
11:52:36 THAT IT DOESN'T NEED TO BE AS DEEP AS THE LOWEST POINT.
11:52:40 SO WITH THAT, AND CONSIDERING THAT THE STORMWATER RUNOFF IN
11:52:46 THIS AREA, THE AREAS, THE TRIBUTARY AREA OF THE DRAINAGE
11:52:51 SYSTEM IS WAY LARGER THAN JUST THE ADJACENT IMPERVIOUS
11:52:57 SURFACE.
11:52:59 IT EXTENDS FURTHER SOUTH TO ACCOMMODATE MORE OF 41 AND
11:53:04 PUSHES IT TOWARD THE ESTERO RIVER.
11:53:05 SO THERE IS SOME DESIGN CONSIDERATIONS ASSOCIATED WITH THIS

11:53:08 THAT WE WOULD NEED TO FIGURE OUT TO MAKE SURE THAT WE ARE
11:53:12 NOT MISSING ANYTHING THERE.
11:53:13 LIKE I SAID, WITH FILLING THE EXISTING DETENTION AREAS
11:53:23 ADJACENT TO 41, THERE WILL NEED TO BE SOME SORT OF
11:53:28 COMPENSATING VOLUME PRESENTED ON-SITE TO TAKE ANY OF THAT
11:53:32 STORMWATER AND MAKE SURE THAT IT IS TREATED AND MAKE SURE
11:53:34 THAT ANYTHING THAT'S HAPPENING EXISTING DOES NOT GET MISSED
11:53:37 WITH THE PROPOSED LAYOUT.
11:53:40 AND BASED ON THE VOLUME THAT IS CURRENTLY OUT THERE, THIS
11:53:45 GENERAL SIZE, THERE'S REALLY NO DEFINED LOCATION YET.
11:53:49 THIS IS MORE A DISPLAY TO SHOW YOU HOW MUCH AREA IS REQUIRED
11:53:53 TO MATCH A ONE-TO-ONE VOLUME.
11:53:56 AND IT'S ABOUT, WHEN EVERYTHING IS SAID AND DONE, TAKING
11:53:58 INTO CONSIDERATION THE ENTIRE GRADING EXTENT, ABOUT .7 ACRES
11:54:04 THAT WOULD NEED TO BE DISTURBED AND GRADED TO ACCOMMODATE
11:54:09 WHATEVER VOLUME YOU NEED FROM THAT CATCHMENT AREA THAT THOSE
11:54:13 DRAINAGE SYSTEMS EXISTING ALREADY PROVIDE.
11:54:15 NOT ONLY WOULD THE GRADING LIMITS NEED TO BE CLEARED, ANY
11:54:21 SORT OF CONVEYANCE IN STORMWATER PIPING THAT BRINGS RUNOFF
11:54:25 FROM 41 TO THE DETENTION AREA, THAT WOULD NEED TO BE
11:54:29 INCLUDED IN THE LIMIT OF CLEARING AND GRUBBING AS WELL.

11:54:35 >>Jon McLain: WOULD YOU NEED A BRIDGE ACROSS THAT
11:54:38 POTENTIALLY FOR THE POND THAT YOU PUT IN?
11:54:40 IT LOOKS LIKE -- I KNOW THAT'S NOT EXACTLY WHERE IT'S GOING
11:54:44 TO BE.

11:54:45 >> THAT'S CORRECT.
11:54:45 I WOULD EXPECT THAT THE LAYOUT OF WHATEVER COMPENSATING
11:54:53 BASIN AREA IS PROVIDED ON-SITE WOULD BE OUT OF THE WAY OF
11:54:57 ANY EXISTING OR PROPOSED PATHS AND MAKE SURE THAT IT FITS
11:55:02 WITH THE DESIGN OF THE PHASE ONE AND TWO ALIGNMENTS.
11:55:07 >>Jon McLain: I MAY BE THE ONLY ONE, BUT A AND B PLANS, I
11:55:12 DON'T REALLY KNOW WHAT THEY LOOK LIKE.
11:55:15 MAYBE THAT'S WHAT YOU GUYS WILL BE DOING.
11:55:17 >> YES.
11:55:17 >>Jon McLain: THE OTHER PART, THAT'S GREAT, WHICH OPTION IS
11:55:21 GOING TO BE MORE CAPITAL EXPENSES?
11:55:27 >> THERE'S NO EASY ANSWER TO THAT.
11:55:34 >>Mayor Ribble: CAN I ASK A QUESTION BEFORE YOU ANSWER THAT
11:55:36 QUESTION?
11:55:37 A LOOKS LIKE IT'S MORE OF A DESTRUCTION OF VEGETATION AND
11:55:41 BRINGING DOWN TREES.
11:55:43 B WILL BE THE BUILDING OF ALL THE DRAINAGE THAT YOU'RE GOING
11:55:46 TO NEED TO ACCEPT THE RUNOFF FROM 41.
11:55:51 B IS A DRAINAGE ISSUE.
11:55:53 A IS A DESTRUCTION OF VEGETATION ISSUE.
11:55:58 >> YEAH, MORE OF A CLEARING AND GRUBBING CONCERN AND
MAKING
11:56:02 SURE YOU MAINTAIN AS MUCH VEGETATION AS POSSIBLE, HOWEVER
11:56:05 WITH THE PLAN B IT IS MORE OF A REVAMPING OF YOUR DRAINAGE
11:56:08 INFRASTRUCTURE ON 41.
11:56:14 >>Jeff Hunt: A AND B, THE DIFFERENCE IS, SWALE ON CORKSCREW,

11:56:18 WITH A, NOT GOING TO BE A SWALE.
11:56:20 B IT WILL BE ROADWAY AND LEVEL RIGHT ACROSS.
11:56:23 >> ESSENTIALLY PLAN A IS KEEPING EVERYTHING ON 41 AND
11:56:28 CORKSCREW AS IS EXISTING, JUST BUILDING UP TO SIDEWALKS.
11:56:32 PLAN B IS PRETTY MUCH TAKING THE DESIGN OF THE DRAINAGE
11:56:38 INFRASTRUCTURE ON 41 AND CHANGING IT TO ACCOMMODATE THE
NEW
11:56:42 SIDEWALK AND KEEPING IT OFF-SITE.
11:56:45 >>Jeff Hunt: WILL THE GRADE OF THE SIDEWALK AND THE ROADWAY
11:56:47 -- I KNOW THEY WILL BE THE SAME, A, THERE IS A SWALE BETWEEN
11:56:51 THE TWO AND B NO SWALE BETWEEN THE TWO?
11:56:54 >> THERE WOULD BE A SWALE, SMALL LOW POINT.

11:56:59 I THINK I CAN SHOW THAT HERE ON THIS CROSS-SECTION, WHERE
11:57:03 YOU CAN IDENTIFY A SMALL LOW POINT HERE AND WHERE THIS NEW
11:57:06 DRAINAGE CONVEYANCE IS LAID OUT AT THAT LOW POINT.
11:57:11 SO YOU WILL HAVE THE OPPORTUNITY TO TAKE ON THE RUNOFF TO
11:57:15 THIS LOW POINT AND THEN IT WOULD NEED TO BE CONVEYED TO A
11:57:19 NEW AREA WHERE IT WAS PREVIOUSLY TREATED AND POSSIBLY
11:57:23 ATTENUATED.
11:57:24 I CAN'T CONFIRM WHAT THE DRAINAGE OF THE STRUCTURE LOOKS
11:57:27 LIKE OUT THERE.
11:57:28 BUT WHATEVER WAS ADDRESSED IN THE RIGHT-OF-WAY, WE NOW
NEED
11:57:31 TO FIND A SPOT FOR IT ON-SITE.
11:57:38 >>David Willems: COUNCILMEMBER HUNT, TO SIMPLIFY A LITTLE
11:57:40 BIT WHAT THE DIFFERENCE IS, YOU'RE GOING TO HAVE AN A -- IN
11:57:44 A, A BIG DITCH BETWEEN THE PATH AND THE ROAD.

11:57:47 BUT THE PATH IS GOING TO BE FURTHER AWAY, WHICH IS A GOOD
11:57:50 THING.
11:57:50 PROBABLY THE BIGGEST THING YOU'LL NOTICE WITH THE FIRST ONE
11:57:53 IS WE'RE GOING TO GET RID OF LIKE 50 FEET OF TREES ALONG THE
11:57:58 ROAD ALONG CORKSCREW.
11:58:00 SO THERE'S GOING TO BE A LOT OF LARGE TREES THAT ARE
11:58:02 REMOVED.
11:58:03 IN THE SECOND ONE, WHAT WE DID, WE MOVED EVERYTHING FURTHER
11:58:07 TO THE ROAD.
11:58:08 THERE WILL BE A SMALL SWALE, BUT IT'S NOT GOING TO BE A
11:58:11 DITCH.
11:58:11 YOU'LL BARELY EVEN NOTICE IT.
11:58:13 THE SIDEWALK WILL BE CLOSER TO THE ROAD AND WE'LL BE ABLE TO
11:58:18 PRESERVE MORE OF THE TREES ALONG THE ROADWAY.
11:58:20 THAT'S REALLY THE DIFFERENCE.
11:58:21 STILL BE SOME PROBABLY HAVE TO BE REMOVED BECAUSE THE WALL
11:58:24 WILL GO ON THE ROOTS AND HAVE TO BE REMOVED BUT WILL BE MORE
11:58:27 PRESERVED.
11:58:28 CORKSCREW ROAD, ONLY ONE OPTION SHOWN, AND THAT DOES
REMOVE
11:58:31 A LOT OF THE TREES THAT ARE RIGHT ALONG CORKSCREW ROAD
11:58:35 BECAUSE WE'RE HAVING TO FILL UP THE PATH TO BE AT THE SAME
11:58:38 ELEVATION AS THE ROAD.
11:58:39 SO THE BIG THING TO KNOW WITH THIS IS THERE'S GOING TO BE A
11:58:42 LOT OF TREES GOING ALONG CORKSCREW AND U.S. 41 AND WITH
11:58:47 THESE PLANS, A LOT OF THOSE WILL BE REMOVED.

11:58:51 >>Jon McLain: BACK TO THE COST --

11:58:53 [LAUGHTER]
11:58:54 >> AGAIN, THESE ARE KIND OF ROUGH ORDER OF MAGNITUDE.
11:58:58 BUT LOOKING AT OPTION A, YOU'RE RIGHT AROUND THE $4 MILLION
11:59:03 PRICE TAG.
11:59:04 THE OPTION B, BECAUSE OF THE ADDITIONAL FILL, RETAINING
11:59:08 WALLS AND SO FORTH, YOU'RE ABOUT A MILLION THREE MORE.
11:59:11 SO 5.3.
11:59:12 AGAIN, THERE IS A MARGIN OF ERROR THERE.
11:59:18 ROUGH NUMBERS AT THIS POINT.
11:59:24 >>Vice-Mayor Zalucki: DAVID, THANK YOU FOR YOUR EXPLANATION
11:59:26 TOO.
11:59:27 IT'S HELPFUL.
11:59:28 I WOULD LIKE TO AT SOME POINT GET YOUR RECOMMENDATION AS
11:59:30 WELL.
11:59:31 WHEN DO WE NEED TO DECIDE ON A OR B I GUESS WOULD BE THE
11:59:36 QUESTION?
11:59:37 OBVIOUSLY, THERE ARE SOME IMPACTS TO THAT AND COSTS
11:59:41 ASSOCIATED WITH THAT DECISION.
11:59:42 IS THAT SOMETHING THAT WE'LL BE WORKING ON SOON?
11:59:45 >>David Willems: EVENTUALLY THAT'S GOING TO BE WHAT HOLDS UP
11:59:48 THE WHOLE PROJECT.
11:59:49 I THINK RIGHT NOW WHAT WE'RE LOOKING FOR IS JUST FEEDBACK,
11:59:53 CONCERNS ONE WAY OR THE OTHER.
11:59:54 AND MAYBE SOME COUNCIL MEMBERS WANT TO GO LOOK AT IT.

11:59:59 MAYBE YOU DON'T DRIVE CORKSCREW AND 41 EVERY DAY.
12:00:02 IT WOULD BE GOOD TO GO SEE WHAT IT LOOKS LIKE.
12:00:05 WHEN YOU'RE DRIVING ON CORKSCREW ROAD, THERE'S PRETTY GOOD
12:00:08 SHADE OVER THE ROAD.
12:00:09 IF WE DO THE PATH THAT'S SHOWN, A LOT OF THE SHADE WILL GO
12:00:13 AWAY.
12:00:13 IT'S GETTING FEEDBACK, WHAT THE CONCERNS ARE, AND THEN MAYBE
12:00:16 COUNCIL GOES OUT THERE AND LOOKS AT IT.
12:00:18 WE CAN FACILITATE THAT, TO UNDERSTAND REALLY WHAT THE IMPACT
12:00:22 IS GOING TO BE.
12:00:25 >>Steven Sarkozy: IN MY OPINION, THIS IS A MAJOR DECISION
12:00:30 BECAUSE IT AFFECTS THE STREET VIEW AND THE FEEL OF ONE OF
12:00:35 THE MAJOR INTERSECTIONS WE HAVE IN THE VILLAGE.
12:00:37 THIS IS NOT A SHORT-TERM DECISION, BUT THIS IS A FOREVER
12:00:42 DECISION.
12:00:42 I'D LIKE TO SUGGEST THAT SOME, NOT ALL NECESSARY, BUT THAT
12:00:47 WE ACTUALLY DO THE ROAD TRIP.
12:00:49 THIS IS JUST AROUND THE CORNER.
12:00:52 WE COULD EASILY WALK FROM HERE THERE.

12:00:55 BETTER TO DRIVE AND PARK AT THE SITE, TO GET AN ACTUAL FEEL.
12:01:00 THIS HAS BEEN AN AGONIZING DESIGN PROCESS BECAUSE OF ALL OF
12:01:07 THE ELEVATIONS AND WHATNOT THAT MAKE IT A DIFFICULT CHOICE.
12:01:14 AND WE WANT TO PROTECT THE TREES, BUT WE ALSO WANT TO REFINE
12:01:20 EDGE AND ALLOW US THEN TO BUILD OUT THE QUIET PRESERVE.
12:01:27 I'D LIKE TO SUGGEST THAT WE SET SOME TIMES AND MAYBE HAVE A

12:01:32 COUPLE OF TRIPS OUT THERE.
12:01:34 POST IT AS A PUBLIC MEETING AND TAKE A LOOK AT IT.
12:01:38 FIELD TRIP.
12:01:39 >>Mayor Ribble: LET'S DO THAT THEN.
12:01:40 CAROL CAN ARRANGE SOME KIND OF SCHEDULE AND WE CAN TELL
HER
12:01:45 HOW WE CAN ACCOMMODATE THAT.
12:01:50 >>Steven Sarkozy: AGAIN, SOME MAY NOT WANT TO GO, AND THAT
12:01:54 WOULD BE PERFECTLY FINE, BUT JUST TO GET OTHER PEOPLE'S
12:02:01 OPINION ON IT BECAUSE IT'S A TOUGH ONE.
12:02:04 >>Mayor Ribble: IT IS.
12:02:05 LIKE YOU SAID, IT'S BEEN A BIG DELAY.
12:02:08 >> GOOD MORNING.
12:02:09 FOR THE RECORD, MY NAME IS NATALIE WHITE.
12:02:12 I'M PRINCIPAL AT SCHENKEL SHULTZ, AN ARCHITECT.
12:02:15 WITH ME, I HAVE DANIEL, WHO IS ALSO AN ARCHITECT.
12:02:18 WE ARE HAPPY TO HAVE OUR REGIONAL OFFICE HERE IN THE VILLAGE
12:02:21 OF ESTERO.
12:02:21 ACTUALLY RIGHT ACROSS THE PARKING LOT HERE.
12:02:25 WHAT'S ALSO EXCITING IS THAT DANIEL IS A RESIDENT AS WELL
12:02:28 AND HE LIVES ONE BLOCK AWAY FROM THE RIVER PARK.
12:02:33 HE'S -- HE'S SEEING THE CONSTRUCTION EVERY DAY.
12:02:36 WORKING ON THIS PROJECT HAS BEEN A HIGHLIGHT FOR US AND OUR
12:02:39 FIRM.
12:02:43 TODAY WE PRESENTED THE CIVIL OPTIONS, OPTION A AND B.
12:02:47 ANOTHER TWO OPTIONS TO MAKE IT MORE COMPLICATED, TWO

12:02:50 MONUMENT SIGN OPTIONS WE'LL PRESENT TO YOU.
12:02:52 WITH EACH OPTION, WE'LL SHOW YOU THOSE VIEWS.
12:02:56 THE FIRST, BECAUSE OF THE IMPORTANCE OF THAT CORNER VIEW, WE
12:03:02 REALLY WANT TO MAKE SURE THAT THE MONUMENT SIGN THERE IS
12:03:06 PRESENT, IS VISIBLE, AND REALLY HIGHLIGHTS THE PRESERVE.
12:03:10 SO THE VERY FIRST MONUMENT OPTION THAT WE'RE SHOWING IS
12:03:14 SIMILAR TO THE ONE THAT'S ALREADY BEEN ESTABLISHED WITH
12:03:17 VITALINK.
12:03:19 WE TOOK SOME OF THE THREE TIERED DESIGN THEY HAD AND
12:03:22 REARRANGED A LITTLE BIT WITH THE COLOR CHANGE.

12:03:25 STILL SHOWING SOME OF THE DECORATIVE STONE VENEER AND SMOOTH
12:03:30 STUCCO.
12:03:30 THE DIFFERENCE HERE IS THE WAY THAT THE LOGO STANDS AND THE
12:03:35 COLOR BEHIND HERE, USING THE RIVER, WELL, THE BLUE WHICH WE
12:03:39 LOVE OF THE LOGO, USING THAT AS PART OF THAT RIVER PARK
12:03:43 LOGO.
12:03:44 AND THEN THE SECOND OPTION IS AN ALTERNATIVE.
12:03:48 THIS ONE IS MORE OF A STUCCO FINISH.
12:03:51 IT KIND OF HAS THE WAVE OF THE RIVER.
12:03:54 AGAIN, HIGHLIGHTING THE DIFFERENCE HERE WITH THE RIVER PARK
12:03:58 NAME.
12:03:58 AND THEN IT'S A LITTLE BIT LONGER AND HAS THE LOGO ON THE
12:04:03 SIDE.
12:04:04 >>Mayor Ribble: YOU WANT TO TAKE IT PIECE BY PIECE.
12:04:08 >> SO THOSE ARE THE TWO OPTIONS.

12:04:10 WE'LL FLIP THROUGH THEM AND YOU'LL SEE HOW IT LOOKS AT EACH
12:04:17 OPTION A AND B.
12:04:18 THIS IS JUST A PLAN VIEW OF THE MONUMENT SIGN AT THE CORNER
12:04:24 WHERE 41 AND CORKSCREW ARE.
12:04:26 AND THIS SHOWS THIS IS THE NEW PROPOSED SIDEWALK WITH THE
12:04:31 FIVE FOOT VEGETATION.
12:04:32 AND THEN WE HAVE OUR MONUMENT SIGN WITH OUR COLUMNS.
12:04:37 HERE IS A VIEW IF YOU'RE STANDING RIGHT AT THAT CORNER.
12:04:41 YOU CAN SEE THE SIDEWALK THAT'S HEADED TOWARDS ON OPTION A,
12:04:45 HEADED TOWARDS 41 AND THEN THE OTHER SIDE ON THE RIGHT IS
12:04:49 HEADED TOWARDS CORKSCREW.
12:04:51 SO THIS IS HOW WE WOULD HAVE OUR MONUMENT SIGN WITH SOME
12:04:54 VEGETATION IN THE FRONT AND THEN WE WOULD HAVE OUR FENCING
12:04:57 THAT HAS -- IT'S A FENCING THAT WAS ESTABLISHED, THAT WE
12:05:02 LOOKED AT AS AN EXAMPLE FROM USF THAT HAD THE LOGO ON THE
12:05:06 FENCE AS WELL AS SOME COLUMN.
12:05:10 THE SECOND OPTION IS -- THIS IS OPTION A WITH THE OTHER
12:05:15 MONUMENT SIGN AT THAT CORNER.
12:05:16 AS YOU CAN SEE, IT'S A LITTLE BIT LONGER.
12:05:20 THIS IS A VIEW ON THE ROAD, FROM THE ROADSIDE HERE -- THIS
12:05:27 IS THE FIRST ONE, AND THEN THIS IS THE SECOND ONE.
12:05:32 ONLY DIFFERENCE IS THE TWO MONUMENT SIGNS IN THE DIFFERENT
12:05:36 VIEW.
12:05:37 THIS IS A PLAN VIEW OF THE OPTION B WHERE THE SIDEWALK IS
12:05:42 CLOSER TO THE ROAD, WHICH ALLOWS US TO KEEP A LOT OF THE

12:05:48 TREES.

12:05:49 AND THIS ALSO GIVES US MORE SPACE TO REALLY LANDSCAPE THAT
12:05:53 FRONT MONUMENT SIGN.
12:05:55 YOU CAN SEE THIS IS MONUMENT SIGN OPTION ONE, YOU CAN SEE
12:06:01 THERE IS A LOT MORE LANDSCAPING HERE AND OUR EDGE HERE FOR
12:06:05 THE FENCE IS A LOT LONGER AS WELL.
12:06:07 AGAIN, LIKE YOU SAID IN OPTION B IS TO PRESERVE A LOT OF THE
12:06:13 TREES.
12:06:14 THIS IS WHAT IT WOULD LOOK LIKE WITH THE OTHER ALTERNATE
12:06:17 MONUMENT SIGN.
12:06:17 A VIEW FROM THE ROAD.
12:06:21 A LITTLE BIT CLOSER.
12:06:24 AND THEN A LARGER -- WE'RE TRYING TO SHOW EXACTLY WHAT IS
12:06:28 THERE.
12:06:29 WE HAVE A LIGHT POLE HERE, UTILITIES THERE.
12:06:32 WE'RE TRYING TO REALLY SHOW WHAT THAT WOULD FEEL LIKE.
12:06:35 IF YOU WALK THE SITE, YOU WOULD SEE THAT AS WELL.
12:06:38 >>Jon McLain: BEFORE YOU GET INTO THAT, I LIKE A OF THIS,
12:06:47 BUT I'M LOOKING AT THE TREES BETWEEN A AND B OPTION, REMOVAL
12:06:52 OR NOT, I DON'T SEE A LOT OF DIFFERENCE IN THERE.
12:06:55 I'M GOING TO NEED SOME HELP IN THAT.
12:06:57 BECAUSE THEY BOTH LOOK BEAUTIFUL WITH THE VEGETATION IN
12:07:02 THERE.
12:07:02 IF WE HAVE TOO MUCH VEGETATION, IT LOOKS -- SOMETHING ABOUT
12:07:08 BEING ABLE TO LET PEOPLE KNOW WHAT IS THIS.

12:07:11 WHEN YOU SEE A BUNCH OF TREES, YOU'RE NOT DRAWING PEOPLE IN
12:07:17 AS MUCH.
12:07:18 OF THE OPTIONS HERE, I LIKE A BETTER.
12:07:21 I'M STILL STRUGGLING WITH A AND B WALKWAYS AND THE LIKE.
12:07:28 I'LL HAVE TO DO MY HOMEWORK.
12:07:31 >>Mayor Ribble: ALONG THE SAME LINES, A OR B SIGN WILL WORK
12:07:34 WHETHER WE CHOOSE A OR B SIDEWALK.
12:07:38 >> RIGHT, RIGHT, RIGHT.
12:07:39 I GUESS FOR CLARITY, OPTION A AND B ARE THE SIDEWALK OPTIONS
12:07:47 THAT RESPEC PRESENTED.
12:07:49 FOR CLARITY HERE, WE CAN SAY THIS IS MONUMENT ONE AND
12:07:52 MONUMENT TWO.
12:07:53 BOTH OPTIONS, WHICHEVER MONUMENT SIGN YOU DECIDE TO GO
WITH,
12:07:59 WE COULD WORK WITH EITHER A OR B, DEPENDING ON -- WE MADE
12:08:03 BOTH WORK.
12:08:04 WE'RE JUST SHOWING YOU HOW IT WOULD LOOK AT EACH OPTION AND
12:08:08 AT DIFFERENT VANTAGE POINTS.
12:08:12 THAT'S WHY WE'RE PRESENTING IT LIKE THAT.

12:08:14 ULTIMATELY, WE WOULD LIKE TO HAVE A DIRECTION ON WHICH
12:08:16 MONUMENT SIGN YOU DO PREFER THAT WILL ESTABLISH THE LOOK FOR
12:08:22 THIS PROJECT AND OTHER SIGNAGE IN THE FUTURE.
12:08:27 >>Mayor Ribble: COUNCIL, REFRESH MY MEMORY BOOK.
12:08:30 WHEN WE LOOKED AT THE SIGNS FOR THE VILLAGE CENTER, DIDN'T
12:08:33 MOST OF US AGREE THAT WE PREFER THE LOGO CENTERED ON THOSE
12:08:38 SIGNS?

12:08:39 >> CORRECT, WE DID.
12:08:40 >>Mayor Ribble: I THINK TO STAY ALONG THOSE SAME LINES, DOES
12:08:44 EVERYONE FEEL THAT OPTION ONE WOULD BE THE ONE?
12:08:47 I ALSO PREFER IT BECAUSE I LIKE THE LETTERING AGAINST THE
12:08:50 BLUE RATHER THAN AGAINST THE WHITE.
12:08:53 THAT'S SETTLED THEN.
12:08:58 >> THANK YOU.
12:08:58 WE ALWAYS LIKE TO PRESENT OPTIONS TO SHOW THE DIFFERENCE AND
12:09:01 SEE WHAT IT COULD LOOK LIKE IF IT WAS A DIFFERENT WAY.
12:09:04 WE CAN DEFINITELY USE THAT.
12:09:05 EACH ALTERNATE, A OR B WORK WITH THIS MONUMENT SIGN.
12:09:10 SO THAT IS SETTLED.
12:09:14 THE OTHER QUESTION THAT WE HAD AND WANTED TO PRESENT TO YOU
12:09:18 WAS SOMETHING THAT IS PART OF YOUR DESK PACKAGE, THE
12:09:23 FENCING.
12:09:23 WE WERE LOOKING AT USF AS AN EXAMPLE OF THE COLUMN LINES AND
12:09:30 HAVING THAT LOGO ON THE FENCE.
12:09:32 SO WE ARE PROPOSING IN ORDER TO KEEP THAT VIEW OF THE
12:09:35 PRESERVE, REDUCING THE COLUMNS AND HAVING MORE OF AN OPEN
12:09:40 FENCE HERE.
12:09:41 AND IN BOTH OPTIONS, WE'RE GOING TO NEED RETAINING WALL
12:09:45 BECAUSE OF THE GRADING CHANGE THAT WE NEED TO KEEP AT THE
12:09:47 PRESERVE.
12:09:48 SO WE WOULD HAVE THE FENCE, WE WOULD HAVE THE SIDEWALK
WITH
12:09:51 SOME VEGETATION IN FRONT OF THE FENCE LINE, AND THEN KEEP

12:09:54 THAT STONE VENEER THAT WE'RE USING ON THE MONUMENT SIGNS
12:09:57 SINCE WE'RE GOING TO USE OPTION ONE THAT HAS THE STONE AS
12:10:01 PART OF THE COLUMNS.
12:10:02 SO WHAT WE'RE SHOWING YOU HERE IS THE FENCE WITH ONE LOGO
ON
12:10:09 THE LONG SPAN HERE, AND THEN ANOTHER OPTION OF HAVING THREE
12:10:12 LOGOS SO THAT IT'S A LITTLE BIT MORE DECORATIVE BETWEEN THE
12:10:18 SPANS.
12:10:19 AGAIN, WE'RE TRYING TO REDUCE ONE COLUMN FOR COST AND ALSO

12:10:22 TO KEEP THAT OPEN WHILE YOU'RE VIEWING THE PRESERVE.
12:10:27 >> ONE SIDE NOTE I WOULD LIKE TO ADD, IF YOU TAKE A LOOK AT
12:10:31 THE CIVIL PLANS, THERE'S ACTUALLY SPACING THAT SHOWS COLUMN
12:10:34 TO COLUMN.
12:10:35 IF YOU LOOK AT THOSE, YOU'LL SEE THAT THE SPANS FLUCTUATE.
12:10:39 THIS IS A TYPICAL SPAN, 161 FEET.
12:10:43 IT ACTUALLY DOES FLUCTUATE FROM 150 FEET UP TO 180 FEET.
12:10:47 THE NUMBER OF PANELS WILL CHANGE TO ACCOMMODATE THOSE SPANS.
12:10:55 >>Mayor Ribble: THAT WILL DETERMINE HOW MANY SECTIONS WITH
12:10:57 THE LOGO WILL GO IN EACH SPAN.
12:11:00 >> CORRECT.
12:11:04 >>Vice-Mayor Zalucki: IS THIS CORKSCREW OR 41?
12:11:06 >> BOTH.
12:11:07 WE HAVE THE DECORATIVE FENCING ALONG 41 AND CORKSCREW, AND
12:11:10 THEN WHEN WE WRAP AROUND THE RAILROAD, IT WOULD BE A
12:11:15 CHAIN-LINK FENCE.
12:11:17 >>Vice-Mayor Zalucki: WE COULD INCORPORATE A GATE ON

12:11:19 CORKSCREW IF WE NEEDED TO WITH THIS FENCING ARRANGEMENT?
12:11:22 >> YES.
12:11:25 >>Jon McLain: BECAUSE PEOPLE ARE GOING BY IT 50, 55 MILES AN
12:11:31 HOUR, COULD WE MAKE THE IMAGE WITHIN THE GATE A LITTLE
12:11:36 LARGER?
12:11:37 >> YES.
12:11:37 >>Jon McLain: YOU'RE GOING TO HAVE THREE OR FOUR OF THEM
12:11:40 THERE.
12:11:40 THAT'S NOT GOING TO OVERKILL IT.
12:11:42 IT JUST SEEMS TO ME IT COULD BE A LITTLE BIT LARGER.
12:11:46 >> OKAY.
12:11:47 THIS IS A VIEW OF THAT SIDEWALK WITH THAT FIVE FOOT
12:11:57 VEGETATION AND WHAT THAT FENCE WOULD LOOK LIKE.
12:12:00 >>Mayor Ribble: HOW HIGH IS THE FENCE?
12:12:02 >> SIX FEET.
12:12:07 >> THE OTHER ITEM THAT WE'RE WORKING ON IS THE EAGLE VIEWING
12:12:11 DECK HERE.
12:12:11 IT'S A SMALL WOODEN OBSERVATION DECK THAT HAS A RAMP.
12:12:17 WE JUST WANTED TO SHARE THAT, WHAT WE'RE PROPOSING TO DO
12:12:20 THERE.
12:12:21 THIS IS KIND OF A VIEW OF WHAT THAT WOULD LOOK LIKE.
12:12:24 IT'S A SIMPLE, WE'RE COORDINATING THE LOCATION SO WE HAVE
12:12:30 THE MAXIMUM VIEW OF THE EAGLE'S NEST.
12:12:33 THIS IS A PART OF THE PROJECT WE WANTED TO SHOW YOU.
12:12:37 >>Jon McLain: ANY BENCHES?

12:12:39 >> NO.
12:12:39 RIGHT NOW WE'RE NOT SHOWING A BENCH, BUT WE COULD.
12:12:43 >>Jon McLain: I WOULD THINK THAT WOULD BE A NICE PLACE TO
12:12:46 GET A LOOK AS OPPOSED TO BEING IN THE DENSE FOREST.
12:12:50 IT MAY HAVE TO BE A LITTLE BIGGER TO PUT BENCHES.
12:12:54 IT LOOKS BEAUTIFUL THE WAY IT IS.
12:12:57 OTHER ONES I'VE SEEN HAVE BENCHES AT LEAST ON TWO SIDES OF
12:13:00 IT.
12:13:04 >> WE COULD LOOK AT ADDING THAT.
12:13:06 I LIKE THAT IDEA.
12:13:07 AGAIN, I KNOW IF YOU GO BACK TO THE -- WHAT WE FIRST
12:13:13 DISCUSSED, SO WE'LL JUST LOOK AT THE MONUMENT ONE.
12:13:18 I KNOW IT'S DIFFICULT TO SEE IN THIS ANGLE HERE.
12:13:24 SO LET'S GO BACK TO THIS ONE HERE.
12:13:27 ALTERNATE A HERE, YOU CAN SEE WHERE THE SIGN -- YOU CAN SEE
12:13:36 WHERE THE SIGN IS LOCATED HERE AND THIS VIEW ACROSS THE
12:13:40 ROAD.
12:13:40 SO THERE IS A LOT MORE.
12:13:43 THAT'S WHERE THAT DRAINAGE AREA IS EXISTING.
12:13:45 SO THE FENCE LINE IS PUSHED BACK.
12:13:47 LET ME GO TO THAT SAME VIEW.
12:13:51 AND IN THIS, YOU CAN SEE THAT IT IS A LOT CLOSER WITH A LOT
12:13:54 MORE VEGETATION.
12:13:55 IF WE'RE JUST COMPARING THOSE TWO IMAGES, YOU CAN SEE IT
12:13:58 BETTER, INSTEAD OF FLIPPING THROUGH ALL THE OTHER ONES.

12:14:02 YOU CAN SEE THAT THE FENCE LINE IS CLOSER.
12:14:04 WE HAVE AN OPPORTUNITY FOR MORE VEGETATION ALONG THE
12:14:07 MONUMENT SIGN.
12:14:08 IN ADDITION TO HAVING THE MONUMENT SIGN CLOSER TO THE ROAD
12:14:11 WHICH IS MORE VISIBLE.
12:14:12 SO THAT'S REALLY THE DIFFERENCE THERE.
12:14:15 THE VEGETATION, IT'S HARD TO TELL THE DIFFERENCE THERE
12:14:20 BECAUSE WE'RE JUST SHOWING TREES.
12:14:23 WE CAN'T REALLY SEE THE CHANGE IN THE TREES THAT ARE LOST.
12:14:28 BUT IT IS PUSHED, BECAUSE OF THE SIGN AND THE FENCE BEING
12:14:32 PUSHED CLOSER TO THE ROAD, YOU'RE OBVIOUSLY SAVING ALL THOSE
12:14:35 TREES.
12:14:37 >>Mayor Ribble: THE FOUR STONE COLUMNS THAT ARE THERE,
12:14:39 THAT'S NICE TO BREAK UP AS IT GOES AROUND THE CORNER.
12:14:42 ARE THERE GOING TO BE ANY MORE STONE COLUMNS I GUESS AT THE
12:14:47 EDGES?
12:14:48 >> THAT STONE COLUMN WILL CONTINUE FOR ANOTHER 160 FEET

12:14:52 AROUND THERE.
12:14:54 DEPENDING ON WHERE IT LANDS, IT MAY BE ADJUSTED, 160, 180.
12:14:59 THEY WILL BE CONTINUOUS ALONG AND IT'S SHOWN ON THE CIVIL
12:15:02 PLAN SO WE'LL INDICATE WHERE COLUMN LOCATIONS ARE SO IT HAS
12:15:05 SOME SORT OF RHYTHM.
12:15:08 >>Vice-Mayor Zalucki: ANOTHER QUESTION, IS THAT MONUMENT
12:15:11 SIGN LIGHTED?
12:15:13 >> WE HAD DISCUSSED ALL THE SIGNS YOU CURRENTLY HAVE ARE

12:15:17 BACKLIT.
12:15:18 BECAUSE OF THE LIGHTING IN THIS LOCATION, IT SEEMS VERY
12:15:21 BRIGHT, THAT IT MAY NOT BE NEEDED.
12:15:23 AND THAT ADDING IT WOULD PROBABLY NOT BE NEEDED.
12:15:27 BUT THAT WAS SOMETHING WE WERE GOING TO LOOK AT.
12:15:30 >>Vice-Mayor Zalucki: OKAY.
12:15:31 YEAH, IT WOULD BE GREAT TO LOOK AT THAT.
12:15:33 I THINK OUR SIGNS LOOK GREAT BACKLIT WHEN DRIVING IN THE
12:15:36 EVENING.
12:15:36 THIS IS A PLACE TO SHOWCASE OUR BEAUTIFUL PARK, I THINK THAT
12:15:39 SHOULD BE CONSIDERED.
12:15:45 >>Mayor Ribble: ANYTHING ELSE?
12:15:46 IS THAT THE END OF THE PRESENTATION?
12:15:52 >> YES, IT IS.
12:15:52 >>Mayor Ribble: CAROL, IS THERE ANY PUBLIC COMMENT?
12:15:55 >>Carol Sacco: NO PUBLIC COMMENT.
12:15:56 >>Mayor Ribble: I THANK YOU VERY MUCH.
12:15:59 >>Jon McLain: I'VE GOT A QUESTION FOR DAVID.
12:16:01 WITH THE NEW PARKING LOT THAT WE'RE PUTTING IN THERE, IT'S
12:16:05 RELATIVELY HIDDEN BACK THERE.
12:16:07 I'M NOT LOOKING FOR SIGNAGE LIKE THIS IN PHASE ONE, BUT ARE
12:16:10 WE GOING TO HAVE ANY DIRECTIONAL SIGNS AS WE OPEN UP THE
12:16:15 PARKING AREA ON THE NORTH SIDE?
12:16:18 >>David Willems: THEY WOULD LOOK MORE LIKE STREET SIGNS THAN
12:16:21 THEY WOULD ANYTHING LIKE THIS.

12:16:22 >>Jon McLain: BUT WE'LL DO THAT.
12:16:24 >>David Willems: YES.
12:16:25 >>Vice-Mayor Zalucki: SORRY, DAVID.
12:16:27 AND MAYBE THE GENTLEMAN FROM MANHATTAN CAN HELP ANSWER.
12:16:31 GREAT PRESENTATIONS TODAY REGARDING PHASE ONE AND PHASE
TWO,
12:16:34 DO WE HAVE UPDATES AS FAR AS DATES FOR PHASE ONE COMPLETION?
12:16:40 >>David Willems: YEAH, WE HAVE THE WHOLE SCHEDULE.
12:16:42 I THINK IT'S IN THE PACKET.

12:16:44 I MIGHT HAVE ACTUALLY PULLED THAT UP.
12:16:50 >>Carol Sacco: MAYOR, I'M SORRY.
12:16:52 MR. CLARK McKENZIE WOULD LIKE TO SPEAK.
12:16:55 >>Mayor Ribble: OH, OKAY.
12:16:59 >>David Willems: FINAL COMPLETION NOVEMBER OF THIS YEAR.
12:17:03 >>Vice-Mayor Zalucki: FOR PHASE ONE?
12:17:04 >>David Willems: YES.
12:17:06 >>Vice-Mayor Zalucki: THANK YOU, DAVID.
12:17:09 >>Mayor Ribble: MR. McKENZIE.
12:17:11 >> THANK YOU.
12:17:12 I LIVE VERY CLOSE BY.
12:17:14 I THINK THAT WHEN YOU -- THE SIDEWALK ON THE OUTSIDE OF THE
12:17:17 PARK IS WHAT YOU'VE BEEN TALKING ABOUT, IS THAT RIGHT?
12:17:20 AND ALL THOSE RETENTION PONDS AND STUFF, I THINK IT WOULD BE
12:17:25 VERY -- DON'T MAKE THESE WIGGLY, WAGGLY SIDEWALK.
12:17:30 MAKE IT DIRECT.
12:17:33 PEOPLE, IF THEY WANT TO LOLLYGAG AND ENJOY IT, THEY'LL GO

12:17:36 INTO THE PARK.
12:17:37 WHEN PEOPLE ARE ON THE OUTSIDE OF THE PARK, THEY ARE TRYING
12:17:40 TO GET TO PUBLIX OR WHEREVER.
12:17:44 THEY DON'T WANT TO GO LIKE THIS.
12:17:45 YOU DON'T NEED ALL THE FANCY GREENERY OUTSIDE OF THE FENCE.
12:17:50 IT'S INSIDE THE FENCE.
12:17:51 YOU WANT PEOPLE TO GO INSIDE.
12:17:53 PLEASE, YOU KNOW.
12:17:56 I'VE BEEN WATCHING THE PROJECT.
12:17:58 IT SOUNDS VERY EXPENSIVE, BUT I HOPE -- AND I HOPE WITH YOUR
12:18:03 WATER PLAN YOU'VE BEEN GIVING ALL THESE, THE WATER AND THE
12:18:09 SEWER, YOU GIVE ALL THE GRANTS TO THE TRAILER PARKS THERE.
12:18:21 I LIVE RIGHT THERE.
12:18:23 I WISH YOU WOULD SPEND SOME GRANT MONEY PUTTING WATER AND
12:18:26 SEWER DOWN INTO THE VERY OLD PART OF ESTERO, ALL RIGHT, AND
12:18:30 I DON'T LIKE THAT YOU GUYS WANT TO PUT A BIG RESTAURANT
12:18:36 BETWEEN THE ENTRANCE OF WHERE THE PARK IS AND THE OLD FRUIT
12:18:42 STAND.
12:18:43 I SEE YOU GOT A BIG WATER MAIN THERE.
12:18:45 WE DON'T WANT BIG CITY LIGHTS AND CHICK-FIL-A AND ALL THIS
12:18:53 SORT OF STUFF THERE.
12:18:54 I KNOW YOU GUYS WANT TO HAVE A FANCY BRAZILIAN RESTAURANT
12:18:58 THERE.
12:18:58 WE DON'T NEED THIS.
12:18:59 AND YOU GUYS ARE VERY SECRETIVE OF WHAT YOU'RE DOING WITH

12:19:03 THE OTHER PART OF THE PROPERTY.
12:19:05 WHY AREN'T YOU -- WHY DON'T YOU GUYS JUST MAKE THAT A PARK
12:19:08 AND YOU DON'T NEED TO PUT THESE FENCES UP.
12:19:11 I GUESS IT'S BETTER THAN A FOUR-STORY APARTMENT BUILDING.
12:19:17 THANK YOU VERY MUCH FOR THAT.
12:19:20 >>Mayor Ribble: THANK YOU, CLARK.
12:19:22 >>Carol Sacco: THAT'S IT, MAYOR.
12:19:23 >>Mayor Ribble: THANK YOU.
12:19:23 IF THERE'S NO OTHER BUSINESS, MEETING IS ADJOURNED --
12:19:27 >>Carol Sacco: NO, NO.
12:19:28 WE STILL HAVE ONE MORE.
12:19:31 >>Mayor Ribble: OH, THE BIG ONE.
12:19:33 I TRIED TO GET US OUT OF HERE.
12:19:36 ESTABLISHING A POLICY REGARDING CITY COUNCIL APPROVED
12:19:40 PROCLAMATIONS.
12:19:41 STEVE, PLEASE INTRODUCE THIS.
12:19:44 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
12:19:50 OFTENTIMES WE HAVE QUESTIONS THAT COME IN REGARDING WHAT IS
12:19:54 AN APPROPRIATE TOPIC FOR PROCLAMATIONS.
12:19:58 IT'S BEEN A LITTLE BIT CONFUSING.
12:20:00 SO WE THOUGHT IT WOULD BE WORTHWHILE TO HAVE A DISCUSSION
12:20:02 WITH COUNCIL ABOUT THAT.
12:20:04 AND TRY TO FRAME UP A POLICY OF SOME TYPE.
12:20:09 THIS IS PROPOSED AS A GENERAL DISCUSSION FROM SOME OF THE
12:20:16 COMMENTS WE'VE HEARD FROM COUNCIL MEMBERS.

12:20:18 IT'S NOT NECESSARY THAT YOU COME TO A DECISION TODAY, BUT
12:20:23 THIS IS REALLY THE START OF THE CONVERSATION.
12:20:25 ROB ESCHENFELDER, OUR VILLAGE ATTORNEY, WROTE UP THIS
12:20:31 INITIAL DRAFT.
12:20:33 MAYBE I COULD ASK ROB TO PROVIDE AN OVERVIEW OF THE PROPOSAL
12:20:37 HERE.
12:20:40 >>Robert Eschenfelder: IT'S ALWAYS A PLEASURE TO BE THE LAST
12:20:42 PERSON IN THE DAY AS EVERYONE'S TUMMIES ARE GRUMBLING.
12:20:48 I'M ASSUMING YOU ALL READ THE DRAFT.
12:20:50 I WON'T REALLY WALK THROUGH IT.
12:20:52 IT'S MORE ABOUT TRYING TO PUT SOME FENCING AROUND WHAT IS
12:20:55 THE PURPOSE OF A PROCLAMATION AND KEEPING IT SPECIAL
12:21:01 WHENEVER YOU GUYS DO DO IT AS A FULL COUNCIL.
12:21:06 REALLY, I THINK WHAT I WOULD LIKE IS JUST TO RECEIVE ANY
12:21:09 QUESTIONS OR COMMENTS.
12:21:12 DO YOU WANT ANY REVISIONS TO THIS?
12:21:15 ANY QUESTIONS ABOUT IT?
12:21:21 >>Mayor Ribble: COMMENTS?

12:21:23 >>Vice-Mayor Zalucki: ROB, THANK YOU FOR DOING THIS, BECAUSE
12:21:26 I'VE GOT SOME FEELINGS ON PROCLAMATIONS COMING FROM CIVIL
12:21:29 SERVICE AND UNDERSTANDING THAT AWARD RECOGNITION FOR PEOPLE
12:21:33 THAT GO, WHETHER IT IS A FIREFIGHTER OR A POLICE OFFICER OR
12:21:37 A CITIZEN, GOES OVER AND ABOVE THE CALL OF DUTY, LET'S SAY,
12:21:40 I THINK THAT NEEDS TO BE RESERVED FOR SPECIAL OCCASIONS AND
12:21:43 SPECIAL PEOPLE THAT HAVE DONE SPECIAL THINGS.

12:21:46 I THINK GUARDRAILS FOR US IS SOMETHING THAT IS VERY
12:21:51 BENEFICIAL SO THAT WE UNDERSTAND THAT WHEN WE DO DELIVER
12:21:54 PROCLAMATIONS, IT'S FOR THE RIGHT REASONS.
12:21:57 IN READING YOUR DRAFT, IT APPEARS THAT THIS WOULD BE
12:22:03 SOMETHING THAT IS EXTRAORDINARY IN A SENSE, WHETHER IT'S AN
12:22:07 ORGANIZATION OR IT'S A PERSON.
12:22:09 I THINK WE NEED TO KIND OF FOCUS ON THAT AND JUST MAKE SURE
12:22:13 THAT WE REIN IN PROCLAMATIONS FOR THOSE SPECIAL PURPOSES.
12:22:18 I DON'T THINK WE NEED TO DUPLICATE THINGS THAT ARE
12:22:22 NATIONALLY RECOGNIZED SUCH AS HOLIDAYS.
12:22:24 I THINK THAT'S SOMETHING THAT IS ALREADY OUT THERE IN THE
12:22:27 ETHER THAT OUR NATIONAL GOVERNMENT RECOGNIZES.
12:22:29 SO FOR US TO DUPLICATE, LET'S JUST SAY A PROCLAMATION FOR
12:22:33 SOME NATIONAL HOLIDAY, I THINK IS REDUNDANT AND IT DOESN'T
12:22:37 REALLY PULL IT INTO BEING SPECIAL FOR THE VILLAGE OF ESTERO.
12:22:40 I WOULD JUST LIKE TO MAKE THAT OBSERVATION.
12:22:46 I THINK JUST A COUPLE OF QUESTIONS ON THE PROCESS.
12:22:49 ROB, HAVE YOU CONSIDERED WHO CAN ACTUALLY NOMINATE SOMEBODY
12:22:53 FOR A PROCLAMATION?
12:22:54 CAN IT BE ANYBODY FROM THE PUBLIC, INCLUDING COUNCIL
12:22:57 MEMBERS?
12:22:59 >>Robert Eschenfelder: YEAH, THE WAY IT'S WRITTEN, IN
12:23:02 SECTION 1A, PROCLAMATIONS MUST BE SPECIFIC TO THE VILLAGE,
12:23:07 PERSONS OR ENTITIES REQUESTING PROCLAMATIONS MUST BE CLEARLY
12:23:10 ASSOCIATED WITH THE PERSON, ENTITY OR EVENT.

12:23:12 SO IT CONTEMPLATES THAT ANYBODY CAN REQUEST THE
12:23:18 PROCLAMATION.
12:23:19 OBVIOUSLY, IF IT'S A COUNCILMEMBER, YOU WOULD BE MAKING YOUR
12:23:22 REQUEST TO THE MANAGER.
12:23:23 BUT IT COULD BE AN ORGANIZATION OR WHATNOT THAT COMES TO THE
12:23:27 VILLAGE AND SAYS WE WOULD LIKE TO HAVE A PROCLAMATION.
12:23:30 WE GET THAT ALL THE TIME.

12:23:31 THINGS COME TO THE CLERK'S OFFICE OR TO THE MANAGER.
12:23:34 CAN YOU PLEASE DO BREAST CANCER AWARENESS MONTH PROCLAMATION
12:23:38 OR WHATEVER?
12:23:39 SO IT'S NOT CONFINED TO JUST COUNCIL MEMBERS.
12:23:44 AND I WOULD THINK WE WOULD WANT THAT, ALTHOUGH THIS IS YOUR
12:23:48 POLICY, BECAUSE YOU ALL MAY NOT BE AWARE OF SOMETHING THAT
12:23:51 IS WORTHY OF A PROCLAMATION, THAT SOMEBODY IN THE COMMUNITY
12:23:54 BRINGS FORWARD AND SAID, DID YOU KNOW THAT THIS WILL IT IS
12:23:56 TURNING 100 NEXT MONTH AND THAT KIND OF THING.
12:24:01 IT CAN BE ANYBODY.
12:24:04 >>Vice-Mayor Zalucki: AND I SUPPORT THAT.
12:24:05 I JUST THINK THE NEXT STEP SHOULD BE, IF SOMEBODY WANTS TO
12:24:08 NOMINATE SOMEBODY OR AN ORGANIZATION FOR A PROCLAMATION, I
12:24:10 THINK THERE NEEDS TO BE SUPPORT OF DOCUMENTATION THAT COMES
12:24:15 ALONG WITH THAT NOMINATION SO THAT THE COMMITTEE, IF I READ
12:24:18 THIS CORRECTLY, IT WOULD BE THE VILLAGE MANAGER, THE VILLAGE
12:24:22 ATTORNEY AND THE VILLAGE CLERK WOULD BASICALLY BE THE
12:24:24 FIRST-LINE FILTER.

12:24:26 I THINK COUNCIL WOULD GET OUT OF THE BUSINESS OF SAYING THIS
12:24:29 IS WORTHY OR NOT, WHICH I SUPPORT.
12:24:32 AS LONG AS THERE IS A PROCESS AND COMMITTEE THAT WOULD TAKE
12:24:35 A LOOK AT IT AND SEE IF IT IS WORTHY, I WOULD SAY I WOULD
12:24:41 SUGGEST STRENGTHENING THE LANGUAGE ON THE SUPPORTING
12:24:43 DOCUMENTATION TO SOME DEGREE SO THAT YOU THE COMMITTEE HAS
12:24:46 SOMETHING TO GO BY.
12:24:47 IF I BRING SOMEBODY FORWARD THAT DESERVES IN MY VIEW A
12:24:50 PROCLAMATION, I'M GOING TO MAKE SURE THAT YOU UNDERSTAND THE
12:24:52 REASONS WHY.
12:24:53 I DON'T THINK THAT'S OVERBURDENING ME TO PRESENT THAT TO ALL
12:24:58 THREE OF YOU.
12:24:59 THAT'S SOMETHING I WOULD JUST SAY.
12:25:04 I THINK THAT'S ALL I HAVE THE FIRST GO-AROUND WITH MY
12:25:12 COMMENTS ON THE PROCLAMATIONS.
12:25:13 >>Mayor Ribble: ANYBODY ELSE?
12:25:14 I KIND OF LIKE YOUR COMMENT ON THINGS THAT ARE ALREADY
12:25:18 NATIONALLY RECOGNIZED.
12:25:23 REDUNDANT ON THAT.
12:25:25 I ASKED CAROL HOW MANY PROCLAMATIONS IN A YEAR SHE USUALLY
12:25:28 GETS.
12:25:29 SHE SAYS EXCEPT FOR THE GROUP WE DID LAST TIME FOR THE

12:25:32 STUDENTS, ABOUT SIX.
12:25:34 SO IT'S NOT LIKE WE'RE HAVING A TREMENDOUS AMOUNT OF
12:25:36 PROCLAMATIONS.

12:25:37 I KNOW THERE WAS AN ISSUE REGARDING PEOPLE TO REACH THEIR
12:25:43 HUNDREDTH ANNIVERSARY, CERTAINLY A MILESTONE OCCASION, BUT A
12:25:48 PROCLAMATION, I DON'T THINK IS NECESSARY.
12:25:50 SOMEONE BROUGHT UP THE SUGGESTION OF MAYBE SOME KIND OF
12:25:53 LETTER OF RECOGNITION POSSIBLY.
12:25:57 WE COULD LOOK INTO THAT, MAYBE, FOR THOSE SITUATIONS.
12:26:00 >>Robert Eschenfelder: THAT IS A GREAT POINT, MAYOR.
12:26:02 I WAS TALKING TO THE VICE-MAYOR THIS MORNING BEFORE THE
12:26:05 MEETING, YOU ALL AS INDIVIDUAL COUNCIL MEMBERS, WHEN YOU DO
12:26:09 YOUR COUNCILMEMBER REPORTS, I CAN'T REMEMBER WHO TODAY
12:26:13 MENTIONED A RIBBON CUTTING FOR A BUSINESS, YOU CAN DO THAT
12:26:17 KIND OF A SHOUT-OUT.
12:26:18 YOU ALL HAVE LETTERHEAD AND YOU CAN CERTAINLY AS A MEMBER OF
12:26:22 COUNCIL WRITE A COMMENDATION OR WHATNOT TO SOMEONE AS
12:26:27 MEMBERS OF CONGRESS DO.
12:26:29 I REPRESENT SENATOR SO AND SO, BLAH, BLAH, BLAH.
12:26:35 I THINK THE PROCLAMATION IS SPECIAL BECAUSE IT'S ALL COUNCIL
12:26:39 VOTING FORMALLY TO MAKE THIS RECOGNITION ON BEHALF OF THE
12:26:42 VILLAGE AS OPPOSED TO YOU ALL INDIVIDUALLY.
12:26:45 THOSE OTHER TOOLS ALREADY EXIST FOR YOU INDIVIDUALLY, IF YOU
12:26:49 FEEL AS A MEMBER OF COUNCIL THAT SOMEBODY IN A COMMUNITY IS
12:26:53 WORTHY OF A LETTER FROM YOU OR WHATNOT, YOU CAN DO THAT.
12:26:57 >>Mayor Ribble: I WOULD LIKE TO GET YOUR OPINION ON THE
12:27:00 CURRENT WAY WE HANDLE THEM, WHICH IS CAROL SENDS OUT A
12:27:04 PROPOSED PROCLAMATION TO ALL THE COUNCIL MEMBERS, AND
THEN

12:27:07 SHE HAS TO WAIT FOR EACH ONE OF US TO INDIVIDUALLY ANSWER
12:27:11 HER.
12:27:12 >>Robert Eschenfelder: I'VE ALREADY KIND OF SAID THAT THAT'S
12:27:15 REALLY PROBABLY NOT FULLY CONSISTENT WITH THE SUNSHINE LAW.
12:27:18 YOU'RE NOT SUPPOSED TO POLL YOUR BOARD.
12:27:23 >>Mayor Ribble: YEAH, I WAS SUGGESTING THAT WE DO AWAY WITH
12:27:25 THAT.
12:27:26 I DON'T THINK IT'S NECESSARY.
12:27:27 IT'S ALSO TIME-CONSUMING FOR CAROL AND IN THE CASE WHERE A
12:27:32 PROCLAMATION WILL HAPPEN, IT DELAYS THE SITUATION, TOO.
12:27:35 >>Robert Eschenfelder: MAYOR, NOT TO BELABOR, BUT IT'S
12:27:39 WORTHY TO NOTE, ALSO IN TALKING TO THE VICE-MAYOR TODAY, HE
12:27:42 SAID, WELL, WHAT IF THE MANAGER EXERCISES HIS JUDGMENT TO

12:27:48 PUT A PROCLAMATION ON THE AGENDA THAT HE FEELS AT LEAST THE
12:27:51 MAJORITY OF THE COUNCIL, HE THE VICE-MAYOR WOULDN'T BE
12:27:57 SUPPORTIVE OF AND MY RESPONSE IS, I THINK THAT CERTAINLY OUR
12:28:00 CURRENT MANAGER, BUT ANY FUTURE MANAGER IS GOING TO HAVE TO
12:28:07 BRIEF EACH OF YOU ON THE PROPOSED AGENDA.
12:28:09 THERE YOU WILL SEE.
12:28:10 AND IF THAT MANAGER SENSES THAT, HMM, I'M GETTING KIND OF
12:28:16 NEGATIVE FEEDBACK HERE AS I'M DOING BRIEFINGS ABOUT THIS
12:28:19 PROCLAMATION, IT'S HIGHLY LIKELY IT WON'T BE ON THE AGENDA
12:28:22 BY THE TIME WE GET TO OUR MEETING, BECAUSE THE MANAGER HAS
12:28:26 DEDUCED FROM YOUR-ALL'S FEEDBACK AT THE BRIEFINGS THAT THIS
12:28:31 ISN'T SOMETHING NECESSARILY THAT YOU SUPPORT.

12:28:32 THERE IS THAT SORT OF FAIL-SAFE METHOD.
12:28:35 THE REVERSE IS TRUE.
12:28:37 IF THE MANAGER EXERCISES THE GATEKEEPER FUNCTION ON
12:28:42 SOMETHING THAT A MAJORITY OF YOU FEEL THIS NEEDS TO BE A
12:28:46 PROCLAMATION, WELL, I'VE ADDRESSED THAT IN THE DRAFT THAT AT
12:28:51 ANY TIME COUNCIL CAN ORDER A PROCLAMATION BE DONE AND IT
12:28:55 SHALL BE DONE.
12:28:56 >>Mayor Ribble: THAT LEADS ME TO THE QUESTION, WHO
12:28:58 ULTIMATELY HAS THE DECISION TO DO THIS?
12:29:00 DO WE LEAVE IT TO THE STAFF?
12:29:03 >>Robert Eschenfelder: SO HOW IT'S WRITTEN IS THAT THE
12:29:06 MANAGER WILL BE THE GATEKEEPER IN CONSULTATION WITH THE
12:29:09 CLERK.
12:29:10 IF THERE ARE LEGAL ISSUES IN CONSULTATION WITH ME, BUT
12:29:14 BASICALLY IT TAKES IT OUT OF THE COUNCIL BEING INVOLVED IN
12:29:19 PREORDAINING THAT IT WILL COME FORWARD.
12:29:22 >>Mayor Ribble: HOW DO YOU FEEL ABOUT THAT?
12:29:25 >>Jon McLain: MY ONLY CONCERN IS THE MAYOR HAS GOT TO READ
12:29:30 IT.
12:29:32 YOU LOOK AT OTHER PARTS OF THE COUNTRY.
12:29:35 TODAY, I DON'T HAVE A PROBLEM.
12:29:37 BUT IN THE FUTURE, AND I DO THINK IT'S A GOOD FAIL-SAFE TO
12:29:42 HAVE THE MANAGER TALK TO US TO MAKE SURE WE DON'T HAVE
12:29:45 SOMETHING OBJECTIONABLE COMING ON THERE, BUT I THINK -- I
12:29:49 KNOW WE ROTATE OUR POSITION FOR MAYOR.

12:29:51 IT SEEMS LIKE THAT POSITION SHOULD AT LEAST BE MAYBE MADE
12:29:54 AWARE OF WHAT YOU'RE GOING TO BE READING AND HAVE A LITTLE
12:29:58 COMMENT ON IT.
12:29:59 AND MAYBE WE HAVE THAT HAPPEN PRIOR TO THE MANAGER TALKING
12:30:03 TO EACH OF US INDIVIDUALLY.

12:30:06 >>Mayor Ribble: IT'S GOING TO HAPPEN ONE WAY OR THE OTHER.
12:30:10 >>Robert Eschenfelder: IF A SITTING MAYOR FEELS THAT THIS IS
12:30:14 COMING ON THE AGENDA, BUT I PERSONALLY FOR POLITICAL OR
12:30:19 WHATEVER REASONS DO NOT WISH TO BE A PART OF THIS
12:30:22 PROCLAMATION, THEN THAT SITTING MAYOR WILL DELEGATE THE
12:30:26 READING TO THE VICE-MAYOR.
12:30:28 AND THE VICE-MAYOR STEPS UP AND DOES THE PROCLAMATION.
12:30:31 THAT'S JUST THE WAY THAT WOULD GO.
12:30:35 >>Mayor Ribble: WE ARE STILL ALL GOING TO SEE THE
12:30:37 PROCLAMATION AHEAD OF TIME WHEN WE PICK UP OUR BOOKS.
12:30:40 IT'S NOT GOING TO BE A SURPRISE.
12:30:43 AND ANY DECISIONS YOU WANT TO MAKE FOR OR AGAINST IT, YOU
12:30:47 KNOW, WE WILL HAVE ALREADY DISCUSSED THAT AT OUR BRIEFING.
12:30:50 >>Vice-Mayor Zalucki: EXACTLY, MAYOR.
12:30:53 IF I CAN FINISH UP MY COMMENT, I THINK IF THE VILLAGE
12:30:56 MANAGER HAS A NOMINATION THAT HE WANTS TO SHARE WITH US, I
12:30:59 THINK THE PERFECT TIME FOR THAT IS DURING THE ONE ON ONES
12:31:03 BEFORE IT HITS THE AGENDA.
12:31:04 STEVE WILL GET A SENSE OF WHETHER OR NOT THE MAJORITY OF US
12:31:07 COMPLY WITH THAT OR AGREE WITH IT.

12:31:09 AND THEN IT MOVES FORWARD SO WE'RE ALL AWARE OF IT JUST LIKE
12:31:13 WE ARE NOW.
12:31:14 IT'S JUST A DIFFERENT PROCESS.
12:31:16 ROB, I WOULD SAY JUST SPEAKING, I KNOW THAT WE'RE NOT READY
12:31:19 TO PROPERLY INK THIS DRAFT QUITE YET, BUT I WOULD JUST SAY
12:31:24 MAYBE STIFFENING UP PERHAPS THE DETAILED DESCRIPTION WITH
12:31:28 SUPPORTING DOCUMENTATION AS PRESENTED TO THE COMMITTEE.
12:31:32 CALL IT THE COMMITTEE, IT'S THE THREE OF YOU.
12:31:35 AND ALSO MAYBE PUTTING A NOTATION AT ANY -- THAT ANY
12:31:40 NATIONAL RECOGNITIONS ALREADY OUT, PERHAPS THAT IS
SOMETHING
12:31:43 THAT WOULD AUTOMATICALLY BE PERHAPS NOT CONSIDERED.
12:31:46 >>Robert Eschenfelder: I GOT THAT NOTE TOO.
12:31:48 >>Mayor Ribble: WHAT I DON'T WANT LAYING ON STEVE'S PLATE IS
12:31:54 THAT HE HAS TO CALL A BRIEFING EVERY TIME WE HAVE A
12:31:57 PROCLAMATION COMING UP.
12:31:58 CAROL, GENERALLY SPEAKING, REQUESTS FOR PROCLAMATIONS
12:32:00 USUALLY COME A MONTH AHEAD OF TIME AT LEAST?
12:32:05 >>Carol Sacco: YEAH, ABOUT A MONTH.
12:32:06 >>Mayor Ribble: I WOULDN'T WANT STEVE TO CALL A BRIEFING
12:32:09 JUST TO DISCUSS PROCLAMATIONS EITHER.
12:32:11 I WANT TO BE CAREFUL THAT THAT'S NOT PUT ON YOUR PLATE
12:32:14 EITHER.

12:32:15 WE STILL HAVE TO SEE WHERE THIS GOES.
12:32:19 >>Robert Eschenfelder: IT WILL BE A WORK IN PROGRESS.
12:32:21 I THINK A PROCLAMATION IS APPROVED AT A REGULAR MEETING.

12:32:25 WE DON'T CALL A SPECIAL MEETING TO DO A PROCLAMATION.
12:32:28 YOU ARE BRIEFED IN ADVANCE OF YOUR REGULAR MEETINGS.
12:32:31 THIS WOULD BE SOMETHING THAT IS ON A PROPOSED AGENDA ALONG
12:32:34 WITH ANYTHING ELSE THAT YOU'RE BEING BRIEFED ON AND THAT'S
12:32:37 WHERE I THINK IF THE MANAGER DETERMINES I'M THINKING BETTER
12:32:43 OF BRINGING THIS FORWARD, HE PULLS IT OFF.
12:32:46 >>Mayor Ribble: WE MAY BE DISCUSSING A PROBLEM THAT MAY NOT
12:32:50 EXIST.
12:32:50 >>Jon McLain: DO WE HAVE A DEADLINE FOR SUBMISSION IN WHAT
12:32:53 YOU WROTE UP?
12:32:54 >>Robert Eschenfelder: NO.
12:32:55 >>Jon McLain: IS THAT WORTHWHILE SAYING IT MUST BE PRESENTED
12:32:58 30 DAYS AHEAD?
12:32:59 >>Robert Eschenfelder: I DON'T THINK IT IS A PROBLEM NOW.
12:33:01 I THINK IF SOMEONE HAS A TIME-SENSITIVE REQUEST FOR ONE,
12:33:06 THEN THAT'S ON THEM TO GET THEIR REQUEST IN IN A TIMELY
12:33:08 MANNER SO THE VILLAGE CAN PROCESS IT.
12:33:14 >>Mayor Ribble: STEVE.
12:33:14 >>Steven Sarkozy: JUST TWO COMMENTS.
12:33:16 ONE IS THAT I DON'T ALWAYS BRIEF THE COUNCIL ON EVERY
12:33:23 AGENDA.
12:33:23 >>Mayor Ribble: THAT'S MY POINT.
12:33:25 THAT'S THE POINT I WAS TRYING TO MAKE.
12:33:28 >>Steven Sarkozy: YES.
12:33:29 WE'LL HAVE TO FIGURE OUT HOW -- FORTUNATELY, WE DON'T HAVE

12:33:34 MANY PROCLAMATIONS.
12:33:36 >>Lori Fayhee: WE CAN STILL INDIVIDUALLY CALL YOU AND SAY
12:33:39 WHAT ABOUT THIS PROCLAMATION?
12:33:40 >>Steven Sarkozy: EXACTLY.
12:33:42 >> WHAT IN THE WORLD ARE YOU DOING HERE?
12:33:44 >>Steven Sarkozy: HAVE YOU LOST IT?
12:33:48 >>Rafael Lopez: IN PARTICULAR, I HAVE ONE I REQUESTED JUST
12:33:51 TWO WEEKS AGO.
12:33:52 I DON'T KNOW IF THIS IS ALL DUE TO THAT.
12:33:57 >>Robert Eschenfelder: NO.
12:33:58 THIS WAS BREWING MONTHS AGO.
12:34:00 >>Rafael Lopez: THE INFORMATION I SENT TO CAROL -- I FEEL
12:34:09 CONFIDENT THAT STEVE OR YOU OR CAROL WOULD GIVE THE RIGHT
12:34:13 RECOMMENDATION FOR ANY PROCLAMATION THAT WE SUGGEST.

12:34:17 I FEEL COMFORTABLE WITH THE ORDER.
12:34:20 >>Steven Sarkozy: THE SECOND COMMENT IS THAT THE COUNCIL IN
12:34:25 THIS IS ENCOURAGED TO -- NOT ENCOURAGED, BUT ENABLED TO SEND
12:34:29 OUT YOUR OWN RECOGNITIONS ON YOUR OWN LETTERHEAD, WHICH
IS
12:34:33 FINE.
12:34:34 BUT THAT'S NOT SOMETHING THAT WE AS STAFF WOULD WANT TO DO
12:34:38 BECAUSE IT WILL BE A VARYING AMOUNT OF WORK FOR EACH
12:34:42 COUNCILMEMBER.
12:34:43 I COULD SEE THAT AND I HAVE SEEN IT, FRANKLY, WHERE IT
12:34:48 EXPLODES AND COUNCIL MEMBERS ARE ASKING US TO WRITE SPECIAL
12:34:54 RECOGNITIONS TO DOZENS ON A WEEKLY BASIS.

12:35:01 AND THAT'S REALLY NOT OUR ROLE.
12:35:06 >>Mayor Ribble: CAROL, HAVE YOU SENT OUT A LETTERHEAD FORMAT
12:35:09 TO ALL OF US SINCE THE NEW COUNCIL HAS BEEN --
12:35:12 >>Carol Sacco: NO, I HAVE NOT.
12:35:12 >>Mayor Ribble: WOULD YOU DO THAT?
12:35:14 THAT WAY WE HAVE ALL THE NEW MEMBERS OF COUNCIL ON THERE.
12:35:21 I'VE ASKED BEFORE JUST FOR THE LETTERHEAD, IF WE WANT TO, WE
12:35:24 CAN CREATE OUR OWN LETTER.
12:35:25 >>Rafael Lopez: I'M GUILTY ON BOTH COUNTS.
12:35:27 ONE IS CAROL JUST SENT A HUNDRED LETTERS TO THE HONOR FLIGHT
12:35:35 VETERANS THANKING THEM FOR THEIR SERVICE AND THE VILLAGE DID
12:35:38 IT.
12:35:38 I SAID, LOOK, I'LL HELP YOU DO IT.
12:35:43 SHE DID IT ON HER OWN.
12:35:44 I APPRECIATE THAT.
12:35:45 THE OTHER SIDE OF THE COIN, MOST GUILTY OF IS THAT I WROTE A
12:35:53 LETTER TO THE ESTERO FIREMEN THAT CAME TO MY HOUSE THAT
12:35:56 SAVED MY LIFE ON OCTOBER 15, 2023.
12:36:00 I PRESENTED A LETTER FROM ME ON THE VILLAGE LETTERHEAD AND
12:36:05 GAVE IT IN A FRAME BECAUSE I KNOW -- DON'T GIVE IT TO THEM
12:36:10 IN A FRAME, THEY WON'T PUT IT UP.
12:36:13 BASICALLY I GAVE THEM A LETTER.
12:36:14 MY WIFE AND I WENT TO THE ESTERO FIRE DEPARTMENT AND GAVE
12:36:17 THEM A LETTER, ME PERSONALLY FROM ME AND MY FAMILY, THANKING
12:36:22 THEM FOR BASICALLY SAVING MY LIFE.

12:36:23 THAT'S THE KIND OF THINGS YOU CAN DO.
12:36:26 AGAIN, I APOLOGIZE TO CAROL FOR MAKING HER WRITE THE HONOR
12:36:30 LETTERS.
12:36:31 >>Carol Sacco: AND CARLA HELPED WITH THAT TOO.
12:36:34 >>Rafael Lopez: I APPRECIATE HER DOING THAT.

12:36:35 AGAIN, WE HAVE TO LOOK AT THE THINGS PEOPLE DO IN THE
12:36:41 COMMUNITY.
12:36:41 I TOTALLY AGREE WITH THIS RESOLUTION AND EVERYTHING ELSE.
12:36:45 I TOTALLY AGREE WITH THAT.
12:36:47 JUST TAKE IT A DAY AT A TIME AND DO A PROCLAMATION PER
12:36:51 PROCLAMATION, BASICALLY.
12:36:54 >>Mayor Ribble: ANY OTHER COMMENTS?
12:36:57 >>Robert Eschenfelder: I'LL MAKE TWEAKS AND THEN WE PUT IT
12:37:00 BACK ON A FUTURE AGENDA.
12:37:01 IF YOU WANT TO ADOPT IT, FINE.
12:37:03 AMEND IT, FINE.
12:37:04 >>Mayor Ribble: THANK YOU, ROB.
12:37:06 ANYTHING ELSE?
12:37:06 A MOTION TO ADJOURN.
12:37:11 OKAY.
12:37:12 GOT IT.
12:37:12 [SOUNDING GAVEL]
12:37:18 >>Carol Sacco: I'M SORRY, MAYOR.
12:37:20 WHO MOTIONED TO ADJOURN?
12:37:21 McLAIN.

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

THE VILLAGE OF ESTERO
PROCLAMATION

WHEREAS, *On average 564 people die each year in boating related accidents in the United States; 75% of deaths were caused by drowning; and in 87% of those fatalities, the victim was not wearing a life jacket; and;*

WHEREAS, *the vast majority of these accidents are caused by human error or poor judgement and not by the boat or equipment; and;*

WHEREAS, *a significant number of boaters who lose their lives by drowning each year would be alive today had they worn their life jackets; and;*

WHEREAS, *Flotilla 96 of the United States Coast Guard Auxiliary is tasked with supporting the active-duty United States Coast Guard by promoting Recreational Boating Safety in Bonita Springs, and;*

WHEREAS, *Flotilla 96 plans to offer boating safety classes, vessel safety checks and other ambitious boating safety awareness programs during the week of May 17-23, 2025; and;*

WHEREAS, *the residents and the Village of Estero Council wish to recognize Flotilla 96 of the United States Coast Guard Auxiliary for their honorable service.*

NOW, THEREFORE, *I, Mayor Joanne Ribble, of the Village of Estero, Lee County, Florida, do hereby support the goals of the Safe Boating Campaign and proclaim May 17-23 as "National Safe Boating Week" to urge all those who boat to practice safe boating habits and wear a life jacket at all times while navigating the waterways of southwest Florida.*

IN WITNESS THEREFORE, *I have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 7th day of May 2025.*

Joanne Ribble

Joanne Ribble, Mayor

SEAL

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

DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING

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

April 16, 2025 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Grace Brooks Estero Church

PLEDGE OF ALLEGIANCE

ROLL CALL

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

Also present
Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Finance Director Kevin Greenville, 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 approve agenda.

Motion by: Councilmember Ward
Seconded by: Councilmember Fayhee

Action: Approved agenda.

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

3. PUBLIC COMMENT ON NON-AGENDA ITEMS
Allan Bowditch, Engage Estero

4. CONSENT AGENDA

(a) April 2, 2025 Village Council Meeting Minutes
(b) Financial Report for Month ended February 2025
(c) Council Liaison Assignments

Motion: Motion to approve consent agenda.

Motion by: Councilmember Hunt
Seconded by: Councilmember Lopez

Action: Approved consent agenda.

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

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

6. ACTION ITEM

(a) Progress Report on Local Mitigation Strategy

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

Council Questions or Comments
Councilmember Hunt

Public Comments
None

Motion: Motion to approve Progress Report on Local Mitigation Strategy for inclusion in the Village's recertification to the Insurance Services Office (ISO), Verisk Analytics.

Motion by: Councilmember Lopez
Seconded by: Vice Mayor Zalucki

Action: Approved Progress Report on Local Mitigation Strategy for inclusion in the Village's recertification to the Insurance Services Office (ISO), Verisk Analytics.

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

(b) Vulnerability Assessment Contract

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

Council Questions or Comments
Councilmembers McLain and Ward

Public Comments
None

Motion: Motion to approve award of Contract 25028 with APTIM to prepare the Village of Estero Vulnerability Assessment for $425,500, approve a $42,000 contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Lopez

Action: Approved award of Contract 25028 with APTIM to prepare the Village of Estero Vulnerability Assessment for $425,500, approve a $42,000 contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council.

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

(c) Estero SportsPark Construction Manager at Risk Contract

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

Presentation/Information by
Michael Comparato, Vieste

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

Public Comments
None

Motion: Motion to approve award of Contract 25029 with Suffolk Construction to provide construction manager as risk services for the Estero SportsPark, approve pre-construction services as described in the contract for $4,743,487, approve a $470,000 contingency for additional services that may be required to complete preconstruction services, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Hunt

Action: Approved award of Contract 25029 with Suffolk Construction to provide construction manager as risk services for the Estero SportsPark, approve pre-construction services as described in the contract for $4,743,487, approve a $470,000 contingency for additional services that may be required to complete preconstruction services, and authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

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

(d) Acquisition of General Landscaping, Mowing, & Irrigation Services

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

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

Public Comments
None

Motion: Motion to approve awards of landscaping, mowing and irrigation services for Village roadways for Mainscape, Inc., in an amount not to

exceed $1,432,600 annually, and to P & T Lawn & Tractor, for an amount not to exceed $581,107 annually.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Lopez

Action: Approved awards of landscaping, mowing and irrigation services for Village roadways for Mainscape, Inc., in an amount not to exceed $1,432,600 annually, and to P & T Lawn & Tractor, for an amount not to exceed $581,107 annually.

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

7. SECOND READING AND PUBLIC HEARING

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

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

Staff Presentation/Comments
Robert Eschenfelder, Village Attorney

Council Questions or Comments
None

Public Comments
None

Motion: Motion to approve Ordinance No. 2025-03.

Motion by: Councilmember McLain
Seconded by: Councilmember Fayhee

Action: Approved Ordinance No. 2025-03.

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

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Hunt, McLain, Lopez, Fayhee, and Mayor Ribble

Councilmember Hunt stated that he will miss the June 4, 2025 Council Meeting.

Councilmember McLain asked if staff could update the Council on the Northside Estero by the River Project next meeting.

9. VILLAGE ATTORNEY'S REPORT

None

10. VILLAGE MANAGER'S REPORT

None

Adjourn Regular Session at 10:33 am and Convene Workshop Items at 10:33 am

11. WORKSHOP

(a) Substantial Damage Administrative Procedures Plan

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

Council Questions or Comments
Vice Mayor Zalucki and Mayor Ribble

Public Comments
None

12. ADJOURNMENT at 10:42 am

Motion by Councilmember Lopez

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____

Carol Sacco, CMC, Village Clerk Joanne Ribble, Mayor

(td/CS)

For an official copy of the signed minutes, please submit a Public Record Request.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Financial Report for the month ended March 31, 2025.

Description:

This financial report provides budget to actual comparisons for the month ending March 31, 2025, which is the **sixth** month of the 2024-2025 fiscal year. Activity year to date is trending as projected during the second quarter of the fiscal year.

- *Ad valorem (real estate) taxes*: March is the fifth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In March, the Village received 2%, or $98,917 of the annual budgeted ad valorem taxes. Year to date collections total 97% of the budgeted amount.

- *General Fund*: Revenue Sharing Sales Tax (38%), and State Revenue Sharing Fuel Tax (41%) began strong this fiscal year, Half-Cent Sales Tax (30%) totaled $1,261,818 received through March.

- *Available funds:* total funds categorized as available are $48,463,909 which includes the General Fund Capital Projects reserve of $26,212,101.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. March 31, 2025, Budget Report All Funds
2. March 31, 2025, Available Funds Report

Village of Estero
Budget Report All Funds
For Month Ending March 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Revenue						
001-General Fund						
311000	Ad Valorem Taxes	-98,917.32	-6,363,580.85	-6,560,880.00	-197,299.15	96.99%
312410	Local Option Gas Tax-1-6 Cent	-50,127.80	-253,061.54	-625,000.00	-371,938.46	40.49%
315200	Local Communications Srvs Tax	-412,212.68	-773,773.14	-950,500.00	-176,726.86	81.41%
316000	Local Business Tax	-837.60	-4,590.77	-27,000.00	-22,409.23	17.00%
323100	Franchise Fees-Electric	-239,061.30	-1,114,345.60	-2,850,000.00	-1,735,654.40	39.10%
323400	Franchise Fees-Natural Gas	-16,582.23	-62,124.17	-102,500.00	-40,375.83	60.61%
323700	Franchise Fees-Solid Waste	0.00	-46,123.64	-137,500.00	-91,376.36	33.54%
329500	ROW Permits	0.00	-1,050.00	-1,000.00	50.00	105.00%
331500	Federal Grant - Econ Environ	-1,087,508.97	-1,087,508.97	-8,476,900.00	-7,389,391.03	12.83%
334400	State Grant - Transportation	0.00	0.00	-145,000.00	-145,000.00	0.00%
335140	Rev Sharing-Mobile Home Lic Tx	-104.00	-2,292.98	-3,750.00	-1,457.02	61.15%
335150	Rev Sharing-Alcohol Bevrage Tx	0.00	-1,272.54	-31,250.00	-29,977.46	4.07%
335160	Rev Sharing-Sales Tax	-64,140.72	-323,257.22	-850,000.00	-526,742.78	38.03%
335180	Rev Sharing-1/2 Cent Sales Tax	0.00	-1,261,818.27	-4,200,000.00	-2,938,181.73	30.04%
335430	Rev Sharing-Fuel Tax	-16,145.57	-81,370.65	-195,000.00	-113,629.35	41.73%
341300	Administrative Fee	-6,454.56	-45,090.76	-150,000.00	-104,909.24	30.06%
341301	Cost Recovery-Admin Charge	-350.00	-5,900.00	-15,000.00	-9,100.00	39.33%
341900	Dev & Zoning-Fixed Fees	-19,380.27	-41,278.59	-60,000.00	-18,721.41	68.80%
341909	Dev & Zoning-Cost Recovery Fee	0.00	-2,562.59	-90,500.00	-87,937.41	2.83%
342500	Code Comp & Contractor License	0.00	0.00	-45,000.00	-45,000.00	0.00%
359000	Fines & Forfeitures	-61.47	-1,287.64	-250.00	1,037.64	515.06%
361100	Interest Income	-133,481.93	-813,423.86	-650,000.00	163,423.86	125.14%
362000	Rents & Royalties	0.00	-18,000.00	-36,000.00	-18,000.00	50.00%
369900	Miscellaneous Revenue	-2,491.32	-26,916.68	-65,000.00	-38,083.32	41.41%

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for General Fund	**-2,147,857.74**	**-12,330,630.46**	**-26,268,030.00**	**-13,937,399.54**	**46.94%**
105-Driving Range						
000-Non Divisional						
361100	Interest Income	-612.53	-3,724.98	-5,015.00	-1,290.02	74.28%
	Total for Non Divisional	**-612.53**	**-3,724.98**	**-5,015.00**	**-1,290.02**	**74.28%**
	Total for Driving Range	**-612.53**	**-3,724.98**	**-5,015.00**	**-1,290.02**	**74.28%**
110-Building Fee Fund						
445-Building Dept						
322000	Building Permit Fees	-125,083.22	-739,685.83	-1,400,000.00	-660,314.17	52.83%
329501	Surcharge Fee Retained	-2,854.38	-8,357.97	-1,750.00	6,607.97	477.60%
341302	Convenience Fee	-3,888.34	-16,650.98	-35,000.00	-18,349.02	47.57%
361100	Interest Income	-2,079.10	-12,643.51	-23,500.00	-10,856.49	53.80%
	Total for Building Dept	**-133,905.04**	**-777,338.29**	**-1,460,250.00**	**-682,911.71**	**53.23%**
	Total for Building Fee Fund	**-133,905.04**	**-777,338.29**	**-1,460,250.00**	**-682,911.71**	**53.23%**
201-Debt Service						
000-Non Divisional						
384000	Debt Proceeds	0.00	0.00	-30,000,000.00	-30,000,000.00	0.00%
	Total for Non Divisional	**0.00**	**0.00**	**-30,000,000.00**	**-30,000,000.00**	**0.00%**
	Total for Debt Service	**0.00**	**0.00**	**-30,000,000.00**	**-30,000,000.00**	**0.00%**
300-Capital Projects						
350-Road Impact Fees						
324310	Road Imp Fee-Residential	-139,944.00	-509,796.00	-1,250,000.00	-740,204.00	40.78%
324320	Road Imp Fees-Commercial	0.00	-296,171.66	-400,500.00	-104,328.34	73.95%
361100	Interest Income	-44,995.22	-273,626.59	-368,400.00	-94,773.41	74.27%
	Total for Road Impact Fees	**-184,939.22**	**-1,079,594.25**	**-2,018,900.00**	**-939,305.75**	**53.47%**
351-Comm Park Impact Fees						

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
361100	Interest Income	-393.55	-2,393.27	-3,225.00	-831.73	74.21%
	Total for Comm Park Impact Fees	**-393.55**	**-2,393.27**	**-3,225.00**	**-831.73**	**74.21%**
352-Reg Park Imp Fee						
	Total for Reg Park Imp Fee	**0.00**	**0.00**	**0.00**	0.00	**0.00%**
353-Comm Park Contributions						
361100	Interest Income	-368.70	-2,242.13	-1,575.00	667.13	142.36%
	Total for Comm Park Contributions	**-368.70**	**-2,242.13**	**-1,575.00**	**667.13**	**142.36%**
354-Public Land						
361100	Interest Income	-522.32	-3,176.33	-4,275.00	-1,098.67	74.30%
	Total for Public Land	**-522.32**	**-3,176.33**	**-4,275.00**	**-1,098.67**	**74.30%**
355-Park Impact Fees						
324610	Park Imp Fees-Residential	-21,490.00	-78,285.00	-115,000.00	-36,715.00	68.07%
324620	Park Imp Fee-Commercial	0.00	-159,194.00	-67,500.00	91,694.00	235.84%
361100	Interest Income	-4,469.75	-27,181.64	-36,595.00	-9,413.36	74.28%
	Total for Park Impact Fees	**-25,959.75**	**-264,660.64**	**-219,095.00**	**45,565.64**	**120.80%**
360-Physical Environment						
381001	Transfer from General Fund	-64,336.08	-126,094.79	-10,304,615.00	-10,178,520.21	1.22%
	Total for Physical Environment	**-64,336.08**	**-126,094.79**	**-10,304,615.00**	**-10,178,520.21**	**1.22%**
365-Transportation						
366000	Contributions & Donations	0.00	0.00	-16,600,600.00	-16,600,600.00	0.00%
381001	Transfer from General Fund	-1,065,686.52	-1,328,288.43	-30,000,000.00	-28,671,711.57	4.43%
381350	Transfer from Road Impact Fee	0.00	0.00	0.00	0.00	0.00%
381366	Transfer from Gas Tax	0.00	0.00	0.00	0.00	0.00%
	Total for Transportation	**-1,065,686.52**	**-1,328,288.43**	**-46,600,600.00**	**-45,272,311.57**	**2.85%**
366-Gas Tax						
312420	Local Option Gas Tax 1-5 Cent	-37,863.80	-183,454.76	-415,000.00	-231,545.24	44.21%

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
361100	Interest Income	-8,236.37	-50,087.29	-143,350.00	-93,262.71	34.94%
	Total for Gas Tax	**-46,100.17**	**-233,542.05**	**-558,350.00**	**-324,807.95**	**41.83%**
600-Parks & Recreation						
381001	Transfer from General Fund	-2,090,289.79	-3,416,617.23	-10,000,000.00	-6,583,382.77	34.17%
381355	Transfer from Park Impact Fees	0.00	0.00	0.00	0.00	0.00%
	Total for Parks & Recreation	**-2,090,289.79**	**-3,416,617.23**	**-10,000,000.00**	**-6,583,382.77**	**34.17%**
	Total for Capital Projects	**-3,478,596.10**	**-6,456,609.12**	**-69,710,635.00**	**-63,254,025.88**	**9.26%**
	Total for Revenue	**-5,760,358.88**	**-19,564,577.87**	**-127,443,930.00**	**-77,874,337.13**	**15.35%**
001-General Fund						
000-Non Divisional						
581360	Transfer to Physcal Envirnment	64,336.08	126,094.79	12,304,615.00	12,178,520.21	1.02%
581365	Transfer to Transportation	1,065,686.52	1,328,288.43	30,000,000.00	28,671,711.57	4.43%
581600	Transfer to Parks& Rec CapProj	2,090,289.79	3,416,617.23	8,000,000.00	4,583,382.77	42.71%
	Total for Non Divisional	**3,220,312.39**	**4,871,000.45**	**50,304,615.00**	**45,433,614.55**	**9.68%**
100-Village Council						
511000	Executive Salaries	10,356.43	62,138.58	124,300.00	62,161.42	49.99%
521000	FICA Taxes	792.29	4,753.74	9,600.00	4,846.26	49.52%
524000	Workers Compensation	43.83	131.49	1,910.00	1,778.51	6.88%
525000	Unemployment Compensation	139.88	873.22	2,000.00	1,126.78	43.66%
540000	Travel and Per Diem	0.00	1,176.32	23,000.00	21,823.68	5.11%
554000	Books Pub & Memberships	0.00	7,558.00	9,500.00	1,942.00	79.56%
555000	Training	0.00	1,350.00	1,500.00	150.00	90.00%
	Total for Village Council	**11,332.43**	**77,981.35**	**171,810.00**	**93,828.65**	**45.39%**
101-Village Manager						
511000	Executive Salaries	20,009.46	120,024.03	260,130.00	140,105.97	46.14%
512000	Regular Salaries & Wages	13,418.24	80,412.86	195,000.00	114,587.14	41.24%

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
513000	Other Salaries & Wages	665.38	3,967.28	8,300.00	4,332.72	47.80%
521000	FICA Taxes	2,657.94	12,141.09	35,410.00	23,268.91	34.29%
522000	Retirement Contributions	2,101.00	12,602.55	44,250.00	31,647.45	28.48%
523000	Group Health Insurance	15,895.92	53,548.21	95,035.00	41,486.79	56.35%
524000	Workers Compensation	188.47	565.41	7,100.00	6,534.59	7.96%
525000	Unemployment Compensation	56.76	371.10	850.00	478.90	43.66%
531000	Professional Services	0.00	0.00	85,000.00	85,000.00	0.00%
534000	Misc Contracted Services	0.00	0.00	35,000.00	35,000.00	0.00%
534101	Public Relations	16,419.16	36,792.88	20,000.00	-16,792.88	183.96%
540000	Travel and Per Diem	0.00	-1,438.47	12,500.00	13,938.47	-11.51%
541000	Communication Services	6,290.99	18,881.94	38,000.00	19,118.06	49.69%
554000	Books Pub & Memberships	264.00	1,441.00	4,000.00	2,559.00	36.03%
555000	Training	0.00	-735.00	4,250.00	4,985.00	-17.29%
	Total for Village Manager	**77,967.32**	**338,574.88**	**844,825.00**	**506,250.12**	**40.08%**
110-Village Attorney						
531101	Legal Services	22,141.34	104,903.30	212,500.00	107,596.70	49.37%
531102	Land Use Legal Services	3,393.00	15,608.25	85,000.00	69,391.75	18.36%
531103	Code Enforcement Legal	0.00	0.00	12,000.00	12,000.00	0.00%
531106	Land Dev Code Legal	0.00	0.00	15,000.00	15,000.00	0.00%
531109	Miscellaneous legal	0.00	0.00	12,500.00	12,500.00	0.00%
531402	Comprehensive Plan	0.00	0.00	15,000.00	15,000.00	0.00%
	Total for Village Attorney	**25,534.34**	**120,511.55**	**352,000.00**	**231,488.45**	**34.24%**
115-Village Clerk						
512000	Regular Salaries & Wages	3,462.60	20,765.35	130,715.00	109,949.65	15.89%
521000	FICA Taxes	264.88	1,588.49	10,015.00	8,426.51	15.86%
522000	Retirement Contributions	1,130.76	6,775.07	8,845.00	2,069.93	76.60%

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
523000	Group Health Insurance	0.00	0.00	24,640.00	24,640.00	0.00%
524000	Workers Compensation	-1,259.47	-1,224.41	2,550.00	3,774.41	-48.02%
525000	Unemployment Compensation	55.13	362.33	850.00	487.67	42.63%
531117	Election Services	0.00	-508.41	85,000.00	85,508.41	-0.60%
534102	Codification	0.00	0.00	3,000.00	3,000.00	0.00%
540000	Travel and Per Diem	0.00	895.28	1,250.00	354.72	71.62%
548000	Legal Notices	0.00	2,138.47	5,000.00	2,861.53	42.77%
554000	Books Pub & Memberships	0.00	225.00	500.00	275.00	45.00%
555000	Training	0.00	0.00	750.00	750.00	0.00%
	Total for Village Clerk	**3,653.90**	**31,017.17**	**273,115.00**	**242,097.83**	**11.36%**
130-Finance						
512000	Regular Salaries & Wages	29,376.93	176,442.47	388,490.00	212,047.53	45.42%
521000	FICA Taxes	2,184.66	12,747.12	29,750.00	17,002.88	42.85%
522000	Retirement Contributions	2,768.00	16,603.53	36,000.00	19,396.47	46.12%
523000	Group Health Insurance	15,683.03	52,547.94	85,465.00	32,917.06	61.48%
524000	Workers Compensation	131.49	394.47	7,120.00	6,573.46	5.54%
525000	Unemployment Compensation	81.71	546.54	1,250.00	-4,962.50	43.72%
531000	Professional Services	0.00	6,212.50	10,000.00	3,787.50	62.13%
532000	Auditing Services	0.00	4,000.00	51,000.00	47,000.00	7.84%
540000	Travel and Per Diem	922.39	922.39	4,500.00	3,577.61	20.50%
554000	Books Pub & Memberships	0.00	383.50	2,000.00	1,616.50	19.18%
555000	Training	75.00	210.00	2,000.00	1,790.00	10.50%
	Total for Finance	**51,223.21**	**271,010.46**	**617,575.00**	**340,746.51**	**43.88%**
170-Information Technology						
531110	IT Contracted Services	20,440.04	97,720.34	175,000.00	77,279.66	55.84%
531111	Webmaster Srvs & Maintenance	1,510.24	38,483.21	34,300.00	-4,183.21	112.20%

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
531112	Audio Visual Services	0.00	0.00	120,000.00	120,000.00	0.00%
552001	Software Licensing	2,006.20	145,249.67	145,000.00	-249.67	100.17%
552002	Small Tools & Equipment	44.17	459.22	10,000.00	9,540.78	4.59%
564000	Capital Outlay - Mach & Equip	0.00	0.00	10,000.00	10,000.00	0.00%
	Total for Information Technology	**24,000.65**	**281,912.44**	**494,300.00**	**212,387.56**	**57.03%**
180-General Government						
531112	Audio Visual Services	4,696.52	16,132.28	27,550.00	11,417.72	58.56%
531113	Recruitment Services	0.00	19,046.45	12,500.00	-6,546.45	152.37%
531114	Lobbying Services	3,000.00	20,979.00	80,000.00	59,021.00	26.22%
534000	Misc Contracted Services	14,198.50	34,743.50	250,000.00	215,256.50	13.90%
540000	Travel and Per Diem	0.00	197.19	5,000.00	4,802.81	3.94%
541000	Communication Services	1,024.20	5,758.00	6,500.00	742.00	88.58%
542000	Freight & Postage	784.71	1,473.96	4,500.00	3,026.04	32.75%
543000	Utilities	4,836.22	34,326.39	55,750.00	21,423.61	61.57%
544100	Building Lease	24,179.73	143,708.15	295,000.00	151,291.85	48.71%
544200	Equipment Rental & Leases	317.41	2,687.01	11,000.00	8,312.99	24.43%
545000	Insurance	52,320.25	156,960.75	175,000.00	18,039.25	89.69%
546000	Repair & Maintenance Services	1,267.49	6,089.42	20,000.00	13,910.58	30.45%
547000	Printing	0.00	130.38	1,500.00	1,369.62	8.69%
549101	State Administrative Fees	0.00	7.11	9,500.00	9,492.89	0.07%
549102	Tax Collector Fees	0.00	0.00	4,000.00	4,000.00	0.00%
549103	Contingency	0.00	0.00	125,000.00	125,000.00	0.00%
551000	Office Supplies	4,990.02	14,757.90	7,500.00	-7,257.90	196.77%
552000	Operating Supplies	1,381.53	7,052.77	25,000.00	17,947.23	28.21%
552005	Bank Charges	0.00	61.51	500.00	438.49	12.30%
554000	Books Pub & Memberships	64.99	398.89	2,000.00	1,601.11	19.94%

Village of Estero
Budget Report All Funds
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for General Government	**113,061.57**	**464,510.66**	**1,117,800.00**	**653,289.34**	**41.56%**
197-COVID						
	Total for COVID	**0.00**	**0.00**	**0.00**	**0.00**	**100.00%**
201-Law Enforcement/Security						
534201	Lee Cty Law Enforcement	504.00	2,383.00	10,000.00	7,617.00	23.83%
534501	Lee Cty Animal Control Srvs	0.00	0.00	45,000.00	45,000.00	0.00%
	Total for Law Enforcement/Security	**504.00**	**2,383.00**	**55,000.00**	**52,617.00**	**4.33%**
210-Code Compliance Services						
531115	Special Magistrate Srvs	0.00	2,000.00	20,250.00	18,250.00	9.88%
531201	Code Compliance Contract Srvs	40,173.08	102,624.87	162,500.00	59,875.13	63.15%
549105	Other Chrges-Filing Fees	0.00	95.00	1,500.00	1,405.00	6.33%
	Total for Code Compliance Services	**40,173.08**	**104,719.87**	**184,250.00**	**79,530.13**	**56.84%**
298-Lee County Marine Patrol						
534202	Lee Cty Marine Patrol	0.00	0.00	43,860.00	43,860.00	0.00%
	Total for Lee County Marine Patrol	**0.00**	**0.00**	**43,860.00**	**43,860.00**	**0.00%**
299-Disaster Response						
531000	Professional Services	8,302.50	47,440.75	25,000.00	-22,440.75	189.76%
531116	Disaster Preparedness Services	0.00	1,805.47	10,000.00	8,194.53	18.05%
	Total for Disaster Response	**8,302.50**	**49,246.22**	**35,000.00**	**-14,246.22**	**140.70%**
360-Physical Environment						
531000	Professional Services	0.00	0.00	25,000.00	25,000.00	0.00%
531301	Water Level & Quality Monitor	28,736.05	60,105.71	170,000.00	109,894.29	35.36%
531305	NPDES Compliance	7,988.00	7,988.00	5,000.00	-2,988.00	159.76%
531415	Reclaimed Water Study	0.00	0.00	20,000.00	20,000.00	0.00%
531502	Flood Plain-Com Rating System	0.00	0.00	150,000.00	150,000.00	0.00%
534000	Misc Contracted Services	90.00	1,318.00	50,000.00	48,682.00	2.64%

Village of Estero
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	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
546301	Stormwater Maint	0.00	0.00	150,000.00	150,000.00	0.00%
549106	Water Quality Joint Advocacy	0.00	5,000.00	7,500.00	2,500.00	66.67%
	Total for Physical Environment	**36,814.05**	**74,411.71**	**577,500.00**	**503,088.29**	**12.89%**
365-Transportation						
512000	Regular Salaries & Wages	26,275.02	155,590.63	341,225.00	185,634.37	45.60%
521000	FICA Taxes	1,922.17	11,567.47	26,130.00	14,562.53	44.27%
522000	Retirement Contributions	2,334.42	11,113.34	19,000.00	7,886.66	58.49%
523000	Group Health Insurance	14,347.85	48,074.27	45,020.00	-3,054.27	106.78%
524000	Workers Compensation	2,515.84	7,547.52	10,050.00	2,502.48	75.10%
525000	Unemployment Compensation	64.78	436.92	1,000.00	563.08	43.69%
531306	Traffic Counts	3,600.00	3,600.00	20,000.00	16,400.00	18.00%
534000	Misc Contracted Services	23,608.00	108,616.67	100,000.00	-8,616.67	108.62%
534301	Street Sweeping Services	2,000.00	10,000.00	30,000.00	20,000.00	33.33%
534302	Right-of-Way Permit Review	4,712.24	4,712.24	25,000.00	20,287.76	18.85%
534306	Misc Construction Services	35,046.00	53,911.00	60,000.00	6,089.00	89.85%
540000	Travel and Per Diem	175.28	3,214.33	6,500.00	3,285.67	49.45%
541000	Communication Services	43.33	212.53	650.00	437.47	32.70%
543000	Utilities	5,480.48	26,490.16	85,000.00	58,509.84	31.16%
544200	Equipment Rental & Leases	330.00	1,980.00	2,500.00	520.00	79.20%
545000	Insurance	3,214.25	9,642.75	14,750.00	5,107.25	65.37%
546302	Bridge Maintenance	0.00	0.00	10,000.00	10,000.00	0.00%
546304	Irrigation Maintenance	10,352.55	35,796.73	77,500.00	41,703.27	46.19%
546305	Landscape Maintenance	133,575.22	462,863.27	1,180,000.00	717,136.73	39.23%
546306	Mowing Maintenance	0.00	0.00	32,500.00	32,500.00	0.00%
546307	Ditch Maintenance	832.50	83,167.87	157,000.00	73,832.13	52.97%
546309	Street Light Maintenance	0.00	5,448.50	85,500.00	80,051.50	6.37%

Village of Estero
Budget Report All Funds
For Month Ending March 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
546310	Traffic Sign Maintenance	0.00	0.00	70,000.00	70,000.00	0.00%
546311	Traffic Signal Maintenance	0.00	0.00	66,000.00	66,000.00	0.00%
546312	Railroad Maintenance	0.00	32,888.00	150,000.00	117,112.00	21.93%
546313	Road Maintenance	1,780.88	4,609.12	412,000.00	407,390.88	1.12%
552000	Operating Supplies	0.00	253.42	5,000.00	4,746.58	5.07%
554000	Books Pub & Memberships	0.00	1,056.00	1,500.00	444.00	70.40%
555000	Training	0.00	49.00	3,000.00	2,951.00	1.63%
	Total for Transportation	**272,210.81**	**1,082,841.74**	**3,036,825.00**	**1,953,983.26**	**35.66%**
439-Development Services						
512000	Regular Salaries & Wages	27,063.78	135,906.11	585,875.00	449,968.89	23.20%
521000	FICA Taxes	2,070.40	10,799.64	44,845.00	34,045.36	24.08%
522000	Retirement Contributions	2,523.54	11,460.75	54,190.00	42,729.25	21.15%
523000	Group Health Insurance	8,817.20	16,925.22	105,810.00	88,884.78	16.00%
524000	Workers Compensation	1,485.84	4,457.52	12,710.00	8,252.48	35.07%
525000	Unemployment Compensation	131.29	821.90	1,500.00	678.10	54.79%
531000	Professional Services	3,000.00	3,649.00	60,000.00	56,351.00	6.08%
531315	Growth Model Srvs	0.00	0.00	10,000.00	10,000.00	0.00%
531316	Development Srvcs Manager	0.00	0.00	40,000.00	40,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	30,000.00	30,000.00	0.00%
531403	Land Development Code	0.00	0.00	40,000.00	40,000.00	0.00%
534000	Misc Contracted Services	64,291.50	244,433.28	365,000.00	120,566.72	66.97%
540000	Travel and Per Diem	0.00	589.47	2,500.00	1,910.53	23.58%
548000	Legal Notices	0.00	171.00	6,000.00	5,829.00	2.85%
554000	Books Pub & Memberships	0.00	4,379.01	10,000.00	5,620.99	43.79%
555000	Training	0.00	0.00	1,000.00	1,000.00	0.00%
	Total for Development Services	**109,383.55**	**433,592.90**	**1,369,430.00**	**935,837.10**	**31.66%**

Village of Estero
Budget Report All Funds
For Month Ending March 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
440-Planning, Zoning, Dev Review						
512000	Regular Salaries & Wages	0.00	2,381.48	125,000.00	122,618.52	1.91%
521000	FICA Taxes	0.00	181.11	9,600.00	9,418.89	1.89%
524000	Workers Compensation	0.00	0.00	2,000.00	2,000.00	0.00%
525000	Unemployment Compensation	0.00	0.00	500.00	500.00	0.00%
531000	Professional Services	0.00	1,500.00	15,000.00	13,500.00	10.00%
549104	Planning & Zoning-Fixed Fee	33,239.01	205,098.91	350,000.00	144,901.09	58.60%
	Total for Planning, Zoning, Dev Review	**33,239.01**	**209,161.50**	**502,100.00**	**292,938.50**	**41.66%**
601-Parks Master Plan						
512000	Regular Salaries & Wages	0.00	0.00	140,000.00	140,000.00	0.00%
521000	FICA Taxes	0.00	0.00	10,710.00	10,710.00	0.00%
522000	Retirement Contributions	0.00	0.00	14,700.00	14,700.00	0.00%
523000	Group Health Insurance	0.00	0.00	31,950.00	31,950.00	0.00%
524000	Workers Compensation	0.00	0.00	2,150.00	2,150.00	0.00%
525000	Unemployment Compensation	0.00	0.00	500.00	500.00	0.00%
531000	Professional Services	65,824.35	157,945.80	0.00	-157,945.80	0.00%
534601	YMCA Operating Agreement	32,984.65	59,579.29	69,300.00	9,720.71	85.97%
543000	Utilities	987.24	4,553.55	7,750.00	3,196.45	58.76%
544200	Equipment Rental & Leases	648.40	648.40	2,500.00	1,851.60	25.94%
546000	Repair & Maintenance Services	0.00	8,456.00	15,000.00	6,544.00	56.37%
	Total for Parks Master Plan	**100,444.64**	**231,183.04**	**294,560.00**	**63,376.96**	**78.48%**
	Total for General Fund	**4,128,157.45**	**8,644,058.94**	**60,274,565.00**	**51,624,688.03**	**14.34%**
105-Driving Range						
600-Parks & Recreation						
534000	Misc Contracted Services	0.00	825.83	2,500.00	1,674.17	33.03%
541000	Communication Services	0.00	-24.47	1,800.00	1,824.47	-1.36%

Village of Estero
Budget Report All Funds
For Month Ending March 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
543000	Utilities	50.65	584.35	3,000.00	2,415.65	19.48%
546000	Repair & Maintenance Services	0.00	0.00	2,000.00	2,000.00	0.00%
552000	Operating Supplies	0.00	0.00	1,500.00	1,500.00	0.00%
	Total for Parks & Recreation	**50.65**	**1,385.71**	**10,800.00**	**9,414.29**	**12.83%**
	Total for Driving Range	**50.65**	**1,385.71**	**10,800.00**	**9,414.29**	**12.83%**
110-Building Fee Fund						
445-Building Dept						
531000	Professional Services	2,400.00	3,075.00	100,000.00	96,925.00	3.08%
531110	IT Contracted Services	467.08	3,010.63	5,750.00	2,739.37	52.36%
531401	Building Service Contract	173,464.57	1,181,393.31	1,300,000.00	118,606.69	90.88%
541000	Communication Services	153.82	602.01	2,000.00	1,397.99	30.10%
542000	Freight & Postage	142.79	265.55	750.00	484.45	35.41%
543000	Utilities	945.28	4,463.01	8,500.00	4,036.99	52.51%
544100	Building Lease	4,952.47	29,434.20	62,500.00	33,065.80	47.09%
544200	Equipment Rental & Leases	4,787.50	10,052.61	8,600.00	-1,452.61	116.89%
546000	Repair & Maintenance Services	184.11	1,016.85	3,000.00	1,983.15	33.90%
551000	Office Supplies	345.95	1,613.57	3,500.00	1,886.43	46.10%
552000	Operating Supplies	50.00	60.00	5,000.00	4,940.00	1.20%
552001	Software Licensing	1,275.00	7,650.00	15,000.00	7,350.00	51.00%
552009	Credit Card Fees	4,325.03	18,809.80	40,000.00	21,190.20	47.02%
	Total for Building Dept	**193,493.60**	**1,261,446.54**	**1,554,600.00**	**293,153.46**	**81.14%**
	Total for Building Fee Fund	**193,493.60**	**1,261,446.54**	**1,554,600.00**	**293,153.46**	**81.14%**
201-Debt Service						
000-Non Divisional						
	Total for Non Divisional	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total for Debt Service	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**

Village of Estero
Budget Report All Funds
For Month Ending March 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
300-Capital Projects						
350-Road Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Road Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
351-Comm Park Impact Fees						
	Total for Comm Park Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
352-Reg Park Imp Fee						
	Total for Reg Park Imp Fee	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
354-Public Land						
	Total for Public Land	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
355-Park Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Park Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
360-Physical Environment						
563000	Capital Outlay - Infrastrcture	64,336.08	126,094.79	22,926,714.00	22,800,619.21	0.55%
	Total for Physical Environment	**64,336.08**	**126,094.79**	**22,926,714.00**	**22,800,619.21**	**0.55%**
365-Transportation						
563000	Capital Outlay - Infrastrcture	1,065,686.52	1,328,288.43	25,772,200.00	24,443,911.57	5.15%
	Total for Transportation	**1,065,686.52**	**1,328,288.43**	**25,772,200.00**	**24,443,911.57**	**5.15%**
366-Gas Tax						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Gas Tax	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
600-Parks & Recreation						
561000	Capital Outlay - Land	700,157.50	700,157.50	0.00	0.00	0.00%
563000	Capital Outlay - Infrastrcture	1,390,132.29	2,716,459.73	31,170,000.00	0.00	0.00%
	Total for Parks & Recreation	**2,090,289.79**	**3,416,617.23**	**31,170,000.00**	**0.00**	**0.00%**

Village of Estero
Budget Report All Funds
For Month Ending March 2025

Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Capital Projects	3,220,312.39	4,871,000.45	79,868,914.00	47,244,530.78	0.00%
Total for Expense	7,542,014.09	14,777,891.64	141,708,879.00	99,171,786.56	10.43%
Net Revenue / Expense	1,781,655.21	-4,786,686.23	14,264,949.00	21,297,449.43	-33.56%

Village of Estero

Available Funds Report
For the Month Ending March 25

Available Funds Report	
General Fund Capital Projects	$ 26,212,101
Building Fee Fund	(122,387)
Gas Tax Capital Projects	2,910,412
Developer Contribution	295,197
Road Impact Fees	16,593,896
Community Park Impact Fees	118,543
Estero Park Entry Contribution	111,062
Park Imp Fees	2,051,367
Public Land Purchase	157,378
Driving Range	136,340
Total Available Funds	$ 48,463,909

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Comprehensive Plan Evaluation and Appraisal Notification Letter

Send notification letter and affidavit signed by Mayor to Florida Department of Commerce

Background:

State law requires that each local government regularly review its Comprehensive Plan at least once every 7 seven years and determine if any Plan amendments are necessary. Amendments could be needed based on changes in State requirements or local conditions since the last update or adoption, or to accommodate future population growth. The local government is obligated to notify the State land planning agency as to its determination and provide an affidavit signed by the Mayor.

The Village was notified by the State on April 2, 2025 that an Evaluation and Appraisal Notification letter is due on June 1, 2025. The Village's Plan was adopted on June 13, 2018.

Description:

Staff has evaluated the Plan pursuant to Section 163.3191 of Florida Statutes and believes that the current Plan complies and no amendments are needed. State law requires:

1. At least once every 7 years the Village determine if Plan amendments are necessary to reflect a minimum planning period of at least 10 years.

   Staff Finding: The Plan exceeds the minimum planning period of 10 years. The Plan specifically states both a short-term horizon (2018-2023) and a long-term horizon (2018-2040).

2. An evaluation of the Plan to determine if amendments are needed to reflect changes in State requirements since the last update of the Plan.

   Staff Finding: There are no amendments needed to reflect changes in State requirements.

3. A comprehensive evaluation of the Plan to determine if updates are needed to reflect changes in local conditions.

   Staff Finding: Staff reviews the Plan on an ongoing basis. Changes are not needed.

Action Requested:

Send notification letter and affidavit signed by Mayor to Florida Department of Commerce

Process and Timeline:

- State notifies Village on April 2, 2025
- Letter due on June 1, 2025

Financial Impact:

None.

Prepared by: Christopher Baker, AICP, MBA

Attachments:

1. Affidavit for Mayor's signature
2. Letter from Florida Department of Commerce dated April 2, 2025
3. Florida Statute Section 163.3191

AFFIDAVIT OF THE VILLAGE OF ESTERO MAYOR
IN REGARD TO THE VILLAGE OF ESTERO COMPREHENSIVE PLAN

STATE OF FLORIDA

COUNTY OF LEE

Before me, the undersigned authority, personally appeared Joanne Ribble, who after being duly sworn, states the following:

1. I am over the age of eighteen and understand the obligation of an oath. I am fully authorized to provide this affidavit on the behalf of the Village of Estero.

2. The Village of Estero is a municipality within the State of Florida.

3. The Village of Estero adopted its Comprehensive Plan pursuant to Chapter 163, Florida Statutes, by Ordinance 2018-01 on June 13, 2018.

4. All elements of the Village Comprehensive Plan comply with the requirements of Section 163.3191(1), Florida Statutes; specifically, the Comprehensive Plan contains a minimum planning period of 10 years, as provided in Section 163.3177(5), Florida Statutes. The source and date of the population projections in the Comprehensive Plan used in establishing the 10-year period is the Summary Housing and Population Report, 2016 and Metro Forecasting Models, LLC and LaRue Planning 2018 in accordance with accepted and authorized methodology by the Florida Department of Economic Opportunity.

5. The facts in this Affidavit are true and correct and based upon my personal knowledge as verified by my personal review of the adopted Comprehensive Plan population projections.

FURTHER AFFIANT SAITH NAUGHT.

VILLAGE OF ESTERO

By: _____
Joanne Ribble
Mayor, Village of Estero

Sworn to and subscribed before me on this ____ day of April, 2025, by Joanne Ribble. Said person is personally known to me.

_____
Notary Public

FLORIDACOMMERCE

Ron DeSantis GOVERNOR
J. Alex Kelly SECRETARY

April 2, 2025

RECEIVED
BY:
APR 08 2025
VILLAGE OF ESTERO

Ms. Mary Gibbs, FAICP
Director, Department of Community Development
Village of Estero
9401 Corkscrew Palms Circle, Suite 101
Estero, Florida 33928

RE: Village of Estero Evaluation and Appraisal Notification Letter Due Date

Dear Ms. Gibbs:

As you know each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (F.S.).

The purpose of this letter is to remind you that your Evaluation and Appraisal Notification Letter is due on **June 1, 2025;** as well as remind you of the 2023 requirements for submitting your EAR Notification Letter. Section 163.3191, F.S., states that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements, or changes in local conditions since the last update of the comprehensive plan and notify the state land planning agency as to its determination. **If the local government determines that no updates are necessary the notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.**

Section 163.3191(4) F.S., provides that a local government will be prohibited from initiating or adopting any publicly initiated amendment to its comprehensive plan if it fails to timely submit its notification letter or transmit the necessary amendment to update its plan, within one year of notification. This prohibition on plan amendments does not apply to privately initiated plan amendments.

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It is important to complete the Evaluation and Appraisal notification process, and you are encouraged to comprehensively evaluate and, as necessary, update your comprehensive plan to reflect changes in local conditions. Staff of FloridaCommerce is available to assist and provide technical guidance to your questions concerning this new process.

If you have any questions concerning the processing of the Evaluation and Appraisal Notification Letter or the submittal of proposed Evaluation and Appraisal based amendments, please contact me at, (850) 717-8491 or by email at donna.harris@commerce.fl.gov. You can also contact Scott Rogers, Regional Planning Administrator at (850)717-8510.

Sincerely,

Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/

Attachment-Section 163.3191, F.S.

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Select Year: 2023 Go

The 2023 Florida Statutes

Title XI
COUNTY ORGANIZATION AND INTERGOVERNMENTAL RELATIONS

Chapter 163
INTERGOVERNMENTAL PROGRAMS

View Entire Chapter

163.3191 Evaluation and appraisal of comprehensive plan.—

(1) At least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements in this part since the last update of the comprehensive plan, and notify the state land planning agency as to its determination. The notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period.

(2) If the local government determines amendments to its comprehensive plan are necessary to reflect changes in state requirements, the local government must prepare and transmit within 1 year such plan amendment or amendments for review pursuant to s. 163.3184.

(3) Local governments shall comprehensively evaluate and, as necessary, update comprehensive plans to reflect changes in local conditions. Plan amendments transmitted pursuant to this section must be reviewed pursuant to s. 163.3184(4). Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.

(4) If a local government fails to submit the letter and affidavit prescribed by subsection (1) or to transmit the update to its plan pursuant to subsection (3) within 1 year after the date the letter was transmitted to the state land planning agency, it may not initiate or adopt any publicly initiated plan amendments to its comprehensive plan until such time as it complies with this section, unless otherwise required by general law. This prohibition on plan amendments does not apply to privately initiated plan amendments. The failure of the local government to timely update its plan may not be the basis for the denial of privately initiated comprehensive plan amendments.

(5) If it is determined that a local government has failed to update its comprehensive plan pursuant to this section, the state land planning agency must provide the required population projections that must be used by the local government to update the comprehensive plan. The local government shall initiate an update to its comprehensive plan within 3 months following the receipt of the population projections and must transmit the update within 12 months. If the state land planning agency finds the update is not in compliance, it must establish the timeline to address the deficiencies, not to exceed an additional 12-month period. If the update is challenged by a third party, the local government may seek approval from the state land planning agency to process publicly initiated plan amendments that are necessary to accommodate population growth during the pendency of the litigation. During the update process, the local government may provide alternative population projections based on professionally accepted methodologies, but only if those population projections exceed the population projections provided by the state land planning agency and only if the update is completed within the timeframe set forth in this subsection.

(6) The state land planning agency may not adopt rules to implement this section, other than procedural rules or a schedule indicating when local governments must comply with the requirements of this section.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Eco-Historic Planning Study Contract

Motion to approve the award of Contract 25035 with LandDesign, Inc. to prepare the Village of Estero Eco-Historic planning study for $430,000.

Approve a $43,000 contingency for additional services that may be required to complete the project.

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

Background:

The Village sought and Lee County awarded a Community Development Block Grant-Disaster Recovery (CDBG-DR) grant for $450,000 to prepare an Eco-Historic Planning Study for the Village of Estero. The project will result in a comprehensive plan based on the opportunities and constraints of the natural environment and economic/market demand. The plan will provide the basis for how the Study Area can be developed/redeveloped to better utilize the properties located along US 41 to create a destination for residents.

A Request for Proposal was issued publicly, and proposals were received from:

Ayres Associates
Corradino Group, Inc.
LandDesign, Inc.

The Evaluation Committee selected all three firms for presentations. Before the presentations occurred, Ayres Associates withdrew their proposal.

The Evaluation Committee ranked the firms in the following order.

1. LandDesign, Inc.
2. Corradino Group, Inc.

Village Council approved the evaluation committee's ranking at the March 19, 2025, Village Council Meeting.

Description:

Village Staff has completed negotiations with the top-ranked firm LandDesign, Inc. The proposed contract includes the following services. Additional details regarding the scope of services are included in the attached contract.

Project Initiation: This phase establishes the foundation for the project by initiating project management processes, refining project goals, and coordinating logistics. The Consultant will conduct a kick-off meeting with Village staff and the project's subconsultants—Cooper Carry, Breedlove Dennis & Associates, Kittelson & Associates, RCLCO, and Blue Chord. The purpose of this meeting is to confirm roles and responsibilities, refine the project scope and schedule, and establish communication protocols.

Stakeholder Engagement: This phase includes one-on-one meetings with Council Members, Planning Zoning and Design Board meeting presentation, and public outreach meeting number 1. These meetings and presentations are intended to define priorities and hear input from a broad cross section of stakeholders, including the landowners.

Data Collection and Analysis: This phase involves assessing existing conditions, land use, environmental factors, development potential, market demand, and economic opportunities. The Consultant will conduct in-depth analyses to identify opportunities, constraints, and risks associated with future development.

Draft Master Plan Review: This phase focuses on refining the planning recommendations based on findings from stakeholder engagement, data analysis, and market evaluations. The Consultant will draft the Master Plan, present preliminary concepts to key decision-makers, and facilitate public engagement to gather final input before finalizing recommendations. This also includes another round of one-on-one meetings with the Council Members so that input is provided as well as additional PZBD and public outreach meetings.

Final Master Plan: This phase consolidates all findings, analyses, and feedback into a comprehensive Master Plan document. The Consultant will finalize the Master Plan, ensuring that all recommendations align with the Village's vision, stakeholder input, and market realities. The final plan will be produced in both digital and printed formats and will be presented to the Village Council for review and adoption.
Optional Website: Another optional service provided is the creation and management of a public facing project website.

Action Requested:

Motion to approve the award of Contract 25035 with LandDesign, Inc. to prepare the Village of Estero Eco-Historic planning study for $430,000.

Approve a $43,000 contingency for additional services that may be required to complete the project.

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

Process and Timeline:

The project schedule is attached. This schedule is included in the contract documents and creates a 12-month project duration that runs from May 2025 through May 2026. The consultant will update the schedule as the project proceeds.

Financial Impact:

- The project's financial impact is 473,000 (430,000+43,000).
- The Village's Fiscal Year 2024-2025 budget includes $225,000 for the Eco-Historic Project.
- The Village's 5-year Capital Improvement Plan includes an additional $225,000 in the Fiscal Year 2025-2026 budget for the Eco-Historic Project.
- Note the Village will be reimbursed for up to $450,000 of project costs.

Prepared by: Mary Gibbs

Attachments:

1. Contract 25035
2. RFP 100225
3. LandDesign, Inc Proposal
4. Project Schedule

AGREEMENT FOR ECO HISTORIC PLANNING STUDY

THIS AGREEMENT is made and entered into this 7th day, May, 2025 (the "Effective Date") by and between the Village of Estero, a Florida municipal corporation, (the "Village"), 9401 Corkscrew Palms Circle, Estero, FL 33928, and LandDesign, Inc., a North Carolina corporation, a corporation authorized to conduct business in Florida, (the "Consultant"), with offices at PO Box 36959, Charlotte, NC 28236, collectively referred to as the "Parties."

WHEREAS, the Village has received a CDBG-DR Planning Study grant to prepare a Village of Estero Eco Historic Planning Study; and

WHEREAS, on December 16, 2024, and pursuant to § 2-174(a)(3), the Village issued Request for Proposal #100225 (the RFP) seeking proposals from qualified providers of consulting services; and

WHEREAS, subsequent to RFP's closing date of January 20th, 2025, the Village received and evaluated three responses to the RFP; and

WHEREAS, the Village's procurement staff evaluated the RFP responses and found that all responses were responsible and responsive; and

WHEREAS, the Village evaluation committee evaluated all three proposals on February 11, 2025 and determined to shortlist and conduct interviews with three firms; and

WHEREAS, the Procurement Director was subsequently notified that one proposer decided to withdraw their proposal and removed themselves from consideration; and

WHEREAS, the Village evaluation committee further evaluated the two remaining finalist firms after presentations and interviews on February 28, 2025; and

WHEREAS, the Village evaluation committee determined LandDesign, Inc. to be the highest ranked Proposer, the awarded Consultant and Village negotiated final terms of this Agreement and Consultant has accepted the terms of this Agreement.

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

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Consultant shall provide the services as outlined in **Attachment A**, hereinafter referred to as the "**Scope of Services**." This Agreement shall consist of the following Contract Documents:

- This Agreement
- The RFP and Addendum Summaries if applicable
- The Consultant's Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

ARTICLE 2: COMPENSATION. The Consultant shall be compensated in the amounts and at the times set forth in **Attachment B**, hereinafter referred to as "**Compensation**." Contractor will hold the labor rates in Attachment B constant for the first year of the Agreement. Beginning on the second year of the Agreement, and on annual basis thereafter, Consultant's hourly rates will increase by a percentage equal to the then applicable annual percentage increase in the consumer price index (CPI). Labor rates do not include travel or other direct costs. Travel costs will be billed in alignment with the US General Services Administration (GSA) Federal Travel Regulations. Other direct costs may include printing and reproduction, facility rental, or equipment rental.

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Consultant shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment A.** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant's duty to the Village set forth herein and the Consultant's duty to any other person or entity.

ARTICLE 4: The Consultant shall be obligated to follow all CDBG-DR terms and conditions as set forth in **Attachment C.**

ARTICLE 5: TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall continue until May 31, 2026, or until terminated as provided for herein. Upon mutual agreement of the parties, this Agreement may be extended.

ARTICLE 6: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

ARTICLE 7: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village:	Village of Estero Attn: Village Manager 9401 Corkscrew Palms Circle Estero, FL 33928
If to Consultant:	LandDesign, Inc. Attn: Chad Kovaleski PO Box 36959

Charlotte, NC 28236

ARTICLE 8: GENERAL CONDITIONS.

A: PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

(a) Keep and maintain public records required by the Village to perform the services provided hereunder.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.

(d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

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

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

THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Given the nature of this Agreement, this expressly includes all CDBG, FEMA, ARPA, FDEM and any other federal or state regulations related to grant management and administration, as those regulations are incorporated into the various grant agreements Consultant will be assigned to manage. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement. At all times Consultant shall maintain its lawful authority to conduct business in Florida.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

$1,000,000 per occurrence
$2,000,000 general aggregate
$1,000,000 products and completed operations
$1,000,000 personal and advertising injury

b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

$1,000,000 combined single limit (CSL)

c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

$500,000 per accident
$500,000 disease limit
$500,000 disease - policy limit

- The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies" in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, and Consultant does not immediately assign acceptable replacement staff, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

(i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Consultant engages in business operations in Cuba or Syria; or

(iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Consultant releases and shall indemnify, hold harmless each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Consultant, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Consultant be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 13: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 14: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

ARTICLE 15: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

LandDesign, Inc.	**Village of Estero**
By: _____	By: _____
Chad Kovaleski	Steve Sarkozy, Village Manager
Date:_____	Date:_____

ATTACHMENT A
SCOPE OF SERVICES

EXHIBIT A SCOPE OF SERVICES

LandDesign is to develop a master plan for a study area along US 41 in Estero, Florida. See project boundary study area map (Exhibit C). The plan aims to foster economic growth, community revitalization, and resilience, with a focus on environmental conservation, historical preservation, affordable housing, and public engagement.

I. PROJECT INITIATION — PHASE 100

This phase establishes the foundation for the project by initiating project management processes, refining project goals, and coordinating logistics. The Consultant will conduct a kick-off meeting with Village staff and the project's subconsultants—Cooper Carry, Breedlove Dennis & Associates, Kittelson & Associates, RCLCO, and Blue Chord. The purpose of this meeting is to confirm roles and responsibilities, refine the project scope and schedule, and establish communication protocols.

KICK-OFF MEETING

The Consultant will develop a project management plan outlining the approach, key milestones, coordination structure, and responsibilities for the project team. Logistics will be arranged to ensure participation from Village staff and subconsultants. The Consultant will prepare an agenda and presentation materials to guide discussions during the meeting. The team will review the project scope, goals, and schedule while confirming each firm's role and deliverables. Discussions will focus on coordination procedures, communication expectations, and document-sharing protocols to ensure a seamless workflow throughout the project. Key action items will be identified, and meeting minutes will be prepared and distributed to all participants.

Phase 100 Anticipated Meetings:

- Virtual Kick-Off Meeting with Village Staff and Subconsultants.

Phase 100 Deliverables:

- Project Management Plan. Will clearly designate PM for the Consultant team and PM for the Village team.
- Gantt Chart.
- Kick-Off Meeting Presentation and Summary Report.

II. STAKEHOLDER ENGAGEMENT — PHASE 101

This phase focuses on gathering input from key stakeholders to ensure that the project vision, goals, and priorities align with the needs of the Village. The Consultant will facilitate meetings and presentations with key decision-makers, including one-on-one interviews with Village Council members and a presentation to the Planning, Zoning, and Design Board. Public engagement efforts will also be conducted to solicit broader community input on project priorities, with a particular focus on inclusive outreach strategies.

The Consultant will work closely with Village staff to identify stakeholder groups, which may include Residents and Neighborhood Groups, Property Owners, State Park staff and other Community Groups, and Business Owners.

ONE-ON-ONE INTERVIEWS WITH VILLAGE COUNCIL MEMBERS

The Consultant will conduct individual in-person interviews with each Village Council member. Virtual interviews will be conducted if a Council Member does not have availability during the day(s) that the Consultant will be on site. These interviews will gather input on project goals, priorities, and concerns from each official's perspective. The Consultant will coordinate interview logistics, provide discussion materials in advance, and structure the conversations to ensure that all key topics are covered. Findings from the

interviews will be documented and summarized in a report to inform the planning process.

PLANNING, ZONING, AND DESIGN BOARD MEETING PRESENTATION

A detailed presentation will be developed to outline the project, including its goals, initial analysis, and expected outcomes. The project will be presented to the Planning, Zoning, and Design Board, where feedback will be gathered from board members and documented in a summary report for incorporation into the planning process.

PUBLIC OUTREACH MEETING #1

The Consultant will develop and distribute meeting notifications, invitations, and presentation materials to maximize community participation. In addition to standard email-based outreach, alternative methods such as signage, physical notifications, and other strategies will be explored to ensure broad engagement, particularly among disadvantaged groups. The Consultant will implement targeted outreach strategies to increase participation from underrepresented communities and will provide Spanish-language communications as needed. Spanish-speaking professionals will be available to facilitate discussions and ensure that language is not a barrier to participation.

The Consultant will also identify and proactively engage landowners within the Study Area prior to the public meeting. These landowners will be included as a key stakeholder group in the outreach strategy, with the intent of informing them early, building trust, and allowing for their questions and concerns to be addressed outside of public forums.

The meeting will provide an opportunity for the public to discuss and provide input on project priorities, and a summary report will be compiled to document key themes and concerns for the next phases of the project.

Phase 101 Anticipated Meetings:

- One-on-One In-Person Interviews with Village Council Members.
- Planning, Zoning, and Design Board Meeting #1.
- Public Outreach Meeting #1.

Phase 101 Deliverables:

- Village Council Interview Summary Report.
- Planning, Zoning, and Design Board Meeting Presentation and Summary Report.
- Stakeholder Engagement Summary Report.

III. DATA COLLECTION AND ANALYSIS — PHASE 102

This phase involves assessing existing conditions, land use, environmental factors, development potential, market demand, and economic opportunities. The Consultant will conduct in-depth analyses to identify opportunities, constraints, and risks associated with future development. Additionally, this phase will include an evaluation of market conditions and economic development strategies to guide investment and land use decisions.

EXISTING CONDITIONS AND MARKET DEMAND ANALYSES

The Consultant will collect and review data on infrastructure, land use, environmental conditions, and historical resources to establish a comprehensive understanding of existing physical and regulatory conditions in the Study Area. This work will result in an **Existing Conditions Report**, which will synthesize baseline data and translate findings into visual representations—such as maps and graphics—to effectively communicate spatial relationships, opportunities, and constraints. This report is intended to ground the planning process in a clear understanding of current conditions and context.

In parallel, the Consultant will conduct a **Market Demand Analysis** to evaluate the economic feasibility of various land uses, including residential, retail, and office development. This effort will result in a **Market Analysis Report**, which will provide data-driven insight into achievable pricing, depth of market demand,

and key success factors specific to the Study Area. A market opportunity matrix will be developed, and specific product types will be identified in collaboration with the client team based on those with the highest development potential.

These two complementary reports —the Existing Conditions Report and the Market Analysis Report— will together provide a robust foundation for informed planning and policy recommendations in subsequent phases of the project.

LAND DEVELOPMENT, GAP ANALYSIS, AND ECONOMIC DEVELOPMENT STRATEGY

A needs assessment will be conducted to evaluate the adequacy of existing infrastructure, policies, and land development opportunities. A major component of this effort will include a focused analysis of ecological and natural systems that may affect land use and development potential. The Consultant will identify critical gaps that may impact future growth and provide zoning and comprehensive plan recommendations. This analysis will highlight where regulatory or infrastructure improvements may be needed to support new development.

In addition, an Economic Development Strategy will be developed to provide strategic guidance on unlocking market potential. This will include recommendations on public finance options, marketing strategies, infrastructure enhancements, and public space improvements to support economic growth. The strategy will be tailored to align with market conditions and community goals, providing actionable steps for implementation.

Phase 102 Anticipated Meetings:

- Technical Review Meeting with Village of Estero Staff

Phase 102 Deliverables:

- Existing Conditions Report.
- Market Analysis Report.
- Land Development and Gap Analysis Report.
- Economic Development Strategy Report.

IV. DRAFT MASTER PLAN DEVELOPMENT AND REVIEW — PHASE 103

This phase focuses on refining the planning recommendations based on findings from stakeholder engagement, data analysis, and market evaluations. The Consultant will draft the Master Plan, present preliminary concepts to key decision-makers, and facilitate public engagement to gather final input before finalizing recommendations.

DRAFT MASTER PLAN DEVELOPMENT

The Consultant will draft the Master Plan, integrating all findings and recommendations from previous phases. The document will serve as a comprehensive guide for future development and policy decisions within the Study Area. The Master Plan may include:

- **Vision and Goals:** A clear articulation of the community's long-term vision and development objectives.
- **Land Use and Zoning Recommendations:** Strategies for land use allocation, zoning updates, and policy adjustments.
- **Market and Economic Development Strategies:** Findings from the Market Demand Analysis and Economic Development Strategy, including targeted growth sectors.
- **Infrastructure and Mobility Plan:** Recommendations for transportation, utilities, stormwater management, and public infrastructure improvements.
- **Environmental and Historic Resource Considerations:** Strategies to preserve and integrate natural and historic assets.
- **Public Space and Placemaking Strategies:** Concepts for parks, civic spaces, and streetscape enhancements.

- **Implementation Framework:** Phased action plan with key steps, funding mechanisms, and responsible entities for execution. Includes ROM (rough order of magnitude) cost estimates and prioritization.

SECOND ROUND OF ONE-ON-ONE MEETINGS WITH COUNCILMEMBERS

The Consultant will present the Draft Master Plan to Village Staff and Village Council members through individual in-person meetings, providing each Councilmember with the opportunity to review the content and offer input prior to the presentation of the Final Draft for approval.

PLANNING, ZONING, AND DESIGN BOARD MEETING PRESENTATION #2

The Consultant will prepare and present findings and the preliminary Master Plan vision to the Planning, Zoning, and Design Board. Meeting logistics will be coordinated to ensure participation, and feedback will be gathered from board members and the public. This input will be documented and used to refine the Master Plan recommendations.

This meeting can be utilized to discuss how this plan will be adopted by the Village moving forward.

PUBLIC OUTREACH MEETING #2

The Consultant will develop and distribute meeting notifications, presentations, and materials to engage the public in reviewing and prioritizing key recommendations. Meeting logistics will be organized, including interactive exercises to collect community input. The Consultant will facilitate discussions and document outcomes in a summary report that will help shape the final Master Plan.

Phase 103 Anticipated Meetings:

- In-Person Draft Master Plan Review Meeting with Village Staff and Councilmembers (One-on-One)
- Planning, Zoning, and Design Board Meeting #2.
- Public Outreach Meeting #2.

Phase 103 Deliverables:

- Second Village Council Meetings Summary Report
- Draft Master Plan Document. (Digital and 5 Hard Copies)
- Planning, Zoning, and Design Board Presentation.
- Community Engagement Summary Report.

V. FINAL MASTER PLAN DEVELOPMENT — PHASE 104

This phase consolidates all findings, analyses, and feedback into a comprehensive Master Plan document. The Consultant will finalize the Master Plan, ensuring that all recommendations align with the Village's vision, stakeholder input, and market realities. The final plan will be produced in both digital and printed formats and will be presented to the Village Council for review and adoption.

FINALIZE AND PRODUCE MASTER PLAN

The Consultant will incorporate feedback from the draft Master Plan review and finalize the document, ensuring that all elements reflect the community's vision and technical recommendations. The final Master Plan will be formatted to include supporting maps, graphics, and implementation strategies. The document will be prepared in both digital and hard copy formats for distribution to stakeholders.

The Master Plan will include prioritized projects and ROM (rough order of magnitude) costs so informed decisions can be made.

The Consultant will present the final Master Plan to the Village Council, highlighting key recommendations, implementation strategies, and priority actions. The presentation will serve as the final step in the engagement process, allowing the Council to review and provide direction on the plan's adoption.

Phase 104 Anticipated Meetings:

- Village Staff Meeting – Presentation of Final Master Plan.
- Village Council Meeting - Final Master Plan Presentation.

Phase 104 Deliverables:

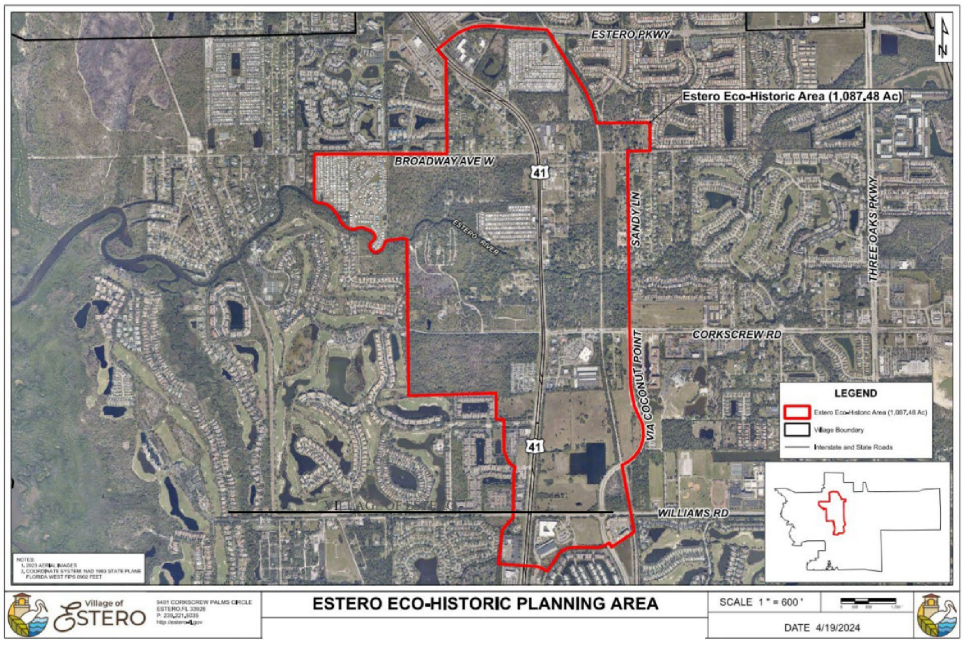
- Final Master Plan Document (digital and hard copies).
- Village Council Presentation.

VI. Optional: Additional Meetings (hourly not-to-exceed) — Phase 070

We anticipate approximately $3,500 per additional in-person meeting that might be requested by the Village. This would include two (2) LandDesign staff and would include travel time and up to two (2) hours of meeting time. If additional subconsultant staff are needed, LandDesign can provide a fee for the additional amount.

VII. Optional: Stakeholder Engagement Website — Phase 105

LandDesign can provide virtual stakeholder engagement through a website to keep stakeholders apprised of the process. Currently, our office is using Maptionnaire for this web-based platform. Plans can be uploaded, the public can post comments, surveys and engagement activities can be posted to generate ideas and feedback. The schedule, public meetings and other engagement activities can also be posted for easy access throughout the duration of the project.



Attachment B Compensation

PAYMENTS TO CONTRACTOR SHALL BE BASED ON THE FOLLOWING FEE SCHEDULE AND TERMS:

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task. **Consultant must provide the Village-assigned contract number on the first page of all invoices**.

The Village's Finance Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be Processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

COMPENSATION SUMMARY

DESCRIPTION	PHASE (S)	FEE
Project Initiation	100	$14,500
Stakeholder Engagement	101	$98,000
Data Collection and Analysis	102	$147,000
Draft Master Plan Development and Review	103	$75,500
Final Master Plan Development	104	$95,000
Total Fees		**$430,000**
Reimbursable Expenses (not to exceed; to be billed as incurred)	EXP	$5,000
Optional: Additional Meetings (hourly not-to-exceed)	*070*	*$3,500*
Optional: Stakeholder Engagement Website	*105*	*$15,000*

REIMBURSABLE EXPENSES

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long-distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions.

Attachment C

CDBG-DR CLAUSES

This attachment will supersede any contradictory clauses that may be found in the main contract.

This Amendment to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Agreement contains supplementary compliance conditions for use with procured contracts that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application

By signing this Agreement, the applicant certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

NOTICE OF USE OF FUNDING AGENCY FUNDS FUNDED IN PART OR IN WHOLE BY: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Consultants are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List pursuant to FS 287.134 (This list may be viewed by going to the Department of Management Services website at http://www.dms.myflorida.com) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity. F.S. 287.134(2)(a)

ANTI-LOBBYING CLAUSE (CONE OF SILENCE)
Consultant or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. F.S. 287.057(25)

INSPECTOR GENERAL COOPERATION
The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), that every state officer, employee, agency, special district, board, commission, contractor, and subcontractor must cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS
In accordance with Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Consultant, supplier, sub-consultant or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars ($35,000) for a period of thirty- six (36) months following the date of being placed on the convicted Consultant list. The Consultant represents and warrants that neither it nor any of its affiliates is currently on the convicted Consultant list. The Consultant shall disclose if it or any of its affiliates is placed on the convicted Consultant list.

BACKGROUND SCREENING
Consultant is responsible for ensuring that any required background screenings are conducted in accordance with Florida Statute Chapter 435. Consultant shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. Florida Statute Chapter 435 governs required background screenings for any employees, Consultants, sub-consultants, or agents of the

Consultant who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-Consultants/consultants of the prime Consultant and prime Consultant shall ensure compliance with Chapter 435 of such parties.

1) Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Village of Estero at any time during such five (5) year period.

AMERICANS WITH DISABILITIES ACT (ADA)

Consultant shall comply with all applicable local, state, and federal laws, including American With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. §12101 et seq.) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

Consultant must include requirements in subcontractor agreements that Subcontractor is required to adhere to the requirements pertinent to the funding agency and type of agreement. Such as, but not limited to; affirmative action, Section 3, and equal opportunity.

CDBG-DR SUPPLEMENTAL CONDITIONS

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PREFERENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the

requirements set forth herein, the provisions shall be applied with the following priority:

Part I: Required Federal Provisions; then

Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Aptim Corp. and the Village of Estero shall be submitted in writing (indicating the issue and the applicable provisions) by The Village of Estero, to Lee County which will decide the applicable questions.

REQUIRED FEDERAL PROVISIONS
The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS
of either party the contract shall forthwith be physically amended to make such insertion.

STATUTORY AND REGULATORY COMPLIANCE. Aptim Corp. shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

BREACH OF CONTRACT TERMS. The Village of Estero reserves the rights to all administrative, contractual, or legal sub, including, but not limited to, suspension or termination of this contract, in instances where Aptim Corp. or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a

limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

REPORTING REQUIREMENTS. The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Village of Estero. The contractor shall cooperate with all Village of Estero and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

DEBARMENT, SUSPENSION, AND INELIGIBILITY. The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Village of Estero should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

CONFLICTS OF INTEREST. The Contractor shall notify the Village of Estero as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). Aptim Corp. shall explain the actual or potential conflict in writing in sufficient detail so that the Village of Estero is able to assess such actual or potential conflict. The Contractor shall provide the Village of Estero with any additional information necessary for the Village of Estero to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Village of Estero, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

SUBCONTRACTING. The Contractor represents to the Village of Estero that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

ASSIGNABILITY. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Village of Estero.

INDEMNIFICATION. The Contractor shall indemnify, and hold harmless the Village of Estero, Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

TERMINIATION FOR CAUSE (Applicable to contracts exceeding $10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Village of Estero shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Village of Estero, become the Village of Estero's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village of Estero for damages sustained by the Village of Estero by virtue of any breach of the contract by the Contractor, and the Village of Estero may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Village of Estero from the Contractor is determined.

TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding $10,000). The Village of Estero may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Village of Estero as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

ANTI-LOBBYING No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence

an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Village of Estero's (subgrantees, if applicable) shall certify and disclose accordingly.

ACCESS TO RECORDS. The Village of Estero, Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years from the time of closeout of HUD's grant to Lee County of for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

CIVIL RIGHTS AND DIVERSITY TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER

11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race,

color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

NONDISCRIMINATION. The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. Ther contractor shall comply with all other Federal statutory and constitutional non- discrimination provisions. During the performance of this contract, the Contract agrees as follows:

The Contractor will, comply with Executive Order 11246 which prohibits federal contractors and subcontractors from discriminating in employment decisions based on race, color, religion, sex or national origin. All solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS
The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

1) Clean Air Act, as amended (42 USC § 7401 et seq.); a federal law in the United States that defines the Environmental Protection Agency's (EPA) responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer

2) Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued there under.

3) All other applicable environmental laws that may exist now or in the future. Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the Village of Estero, the following:

a. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 of the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.

b. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations.

PATENT RIGHTS
The Contractor shall retain all rights to any inventions, discoveries, or improvements made during the performance of this contract.

COPYRIGHTS
The Contractor shall retain all rights to any works of authorship created during the performance of this contract.

AFFIDAVIT 287.138
This statute pertains to contracts with entities from foreign countries of concern. It prohibits governmental entities in Florida from entering into contracts with entities that are owned by, have a controlling interest from, or are organized under the laws of certain foreign countries of concern (such as China, Russia, Iran, North Korea, Cuba, Venezuela, and Syria). Starting January 1, 2024, entities must provide an affidavit attesting that they do not meet these criteria before they can enter into contracts with governmental entities

AFFIDAVIT 787.06
This statute relates to anti-human trafficking measures. It requires any non-governmental entity entering into a contract with a governmental entity to provide an affidavit attesting that the entity does not use coercion for labor or services. This is part of Florida's efforts to combat human trafficking and ensure ethical practices in government contracting

FS 607.1501 pertains to the authority of foreign corporations to transact business in Florida and is a requirement of this Agreement. Foreign corporations are required to obtain a certificate from the Department of State to legally conduct business within the state.

Prohibition Against Considering Social, Political, Or Ideological Interests in Government Contracting. In accordance with Florida Statute 287.05701 the Village may not request

documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

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

FS 112.313(2) - Solicitation or Acceptance of Gifts
No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value, including gifts, loans, rewards, promises of future employment, favors, or services, based on any understanding that their vote, official action, or judgment would be influenced.

FS 112.313(7) - Conflicting Employment or Contractual Relationships
Public officers or employees shall not hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the performance of their public duties, or that would impede the full and faithful discharge of their public duties.

FS 112.317 - Penalties
Any violation of the standards of conduct for public officers and employees, including failure to file required disclosures or any breach of ethical standards, may result in penalties such as impeachment, removal from office, suspension, public censure, reprimand, forfeiture of salary, or civil penalties.

Village of ESTERO

100225 Addendum 2

ECO Historic Planning Study

Issue Date: 12/16/2024
Questions Deadline: 1/10/2025 11:00 AM (ET)
Response Deadline: 1/20/2025 05:00 PM (ET)

Contact Information

Contact: Steve Gillette
Address: Procurement Manager
Solicitation Questions entered
into IONWAVE Questions Tab
9401 Corkscrew Palms Cir
Estero, FL 33928

Event Information

Number:	100225 Addendum 2
Title:	ECO Historic Planning Study
Type:	Request for Proposal
Issue Date:	12/16/2024
Question Deadline:	1/10/2025 11:00 AM (ET)
Response Deadline:	1/20/2025 05:00 PM (ET)
Notes:	The Village of Estero, FL invites the submission of a proposal from interested and qualified individuals, corporations, partnerships and other legal entities authorized to do business in the state of Florida to provide professional services to provide an **ECO-Historic Planning Study.** The Firm must furnish all labor, materials, equipment, and incidentals required to complete all work to the Village's quality standards. Solicitation documents and deadlines are available at Village of Estero home page or Village of Estero home page or https://estero.ionwave.net/HomePage.aspx All bids/proposals must be submitted online and will remain sealed until the opening date and time.

Ship To Information

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

Billing Information

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

Bid Activities

Posting of Final Addenda 1/10/2025 5:00:00 PM (ET)

Bid Attachments

Addendum #1 and #2 Summary.pdf Download
Addendum 1 and 2 Summaries

Bid Documents.pdf Download
Main Bid Documents (note Section G omitted)

EEHmap.pdf Download
Appendix A Planning Map

Form 3.docx Download
Lobbying Affidavit

Form 7.docx Download
Anti Collusion Affidavit

Requested Attachments

Required Submittals
(Attachment required)

Required Submittals requested in Scope of Work Section F tabs 1 through 4

Certificate of Insurance
(Attachment required)

Vendor's Certificate of Insurance showing coverage of all required insurance.

W9
(Attachment required)

Vendor's W9

Lobbying Affidavit
(Attachment required)

Upload Form 3 found in Attachments

Non-Collusion Affidavit
(Attachment required)

Upload form 7 found in Attachments

Bid Attributes

1	**Questions and Answers Addendum Acknowledgement** Questions and Answers were published, and I acknowledge reading and understanding the changes before I submitted my bid. ☐ I have read and accept *(Required: Check if applicable)*
2	**Addendum # 1 Acknowledgement** Addendum # 1 was issued and I acknowledge reading and understanding the change before I submitted my bid. This Addendum added the planning map. ☐ I have read and accept *(Required: Check if applicable)*
3	**Addendum # 2 Acknowledgement** Addendum # 2 was issued, and I acknowledge reading and understanding the changes before I submitted my bid. A summary of changes is attached in the Attachments tab. ☐ I have read and accept *(Required: Check if applicable)*
4	**Are there any modifications or deviations from solicitation specifications?** Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the Bidder/Proposer being declared nonresponsive or to have the award of the bid/proposal rescinded by the Village. **If no modifications indicated enter N/A, otherwise list modifications here:** *(Required: Maximum 4000 characters allowed)*

5 Conflict of Interest Disclosure

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

If no ownership conflicts enter N/A, otherwise enter ownership conflicts here.

(Required: Maximum 4000 characters allowed)

6 Use of Federal Funds Acknowledgement

We understand that Federal Funds (CDBG-DR) are being used to fund this project and certain Federal requirements may exist which are outlined in this solicitation in the General Terms and Conditions section.

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

7 Vendor List Certifications

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

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

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

8 Drug Free Certification

In accordance with Florida Statutes § 287.087, bidder hereby certifies that the Company does:

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

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

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

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

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

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

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

9 E-Verify Certification

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

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

Bid Lines

1 Kickoff Meeting
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

2 Village Council Workshop
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

3 Planning, Zoning, and Design Board Meeting Presentation
(Response required)

Quantity: 1 UOM: EA Price: $ Total: $

Supplier Notes: _____

☐ Additional notes *(Attach separate sheet)*

4	Public Outreach Meeting #1 *(Response required)* Quantity: 1 UOM: EA Supplier Notes:	Price: $	Total: $	☐ Additional notes *(Attach separate sheet)*
5	Existing Conditions and Use Analyses *(Response required)* Quantity: 1 UOM: EA Supplier Notes:	Price: $	Total: $	☐ Additional notes *(Attach separate sheet)*
6	Land Development and Gap Analysis *(Response required)* Quantity: 1 UOM: EA Supplier Notes:	Price: $	Total: $	☐ Additional notes *(Attach separate sheet)*
7	Planning, Zoning, and Design Board Meeting Presentation #2 *(Response required)* Quantity: 1 UOM: EA Supplier Notes:	Price: $	Total: $	☐ Additional notes *(Attach separate sheet)*
8	Public Outreach Meeting #2 *(Response required)* Quantity: 1 UOM: EA Supplier Notes:	Price: $	Total: $	☐ Additional notes *(Attach separate sheet)*
9	Produce Master plan *(Response required)* Quantity: 1 UOM: EA Supplier Notes:	Price: $	Total: $	☐ Additional notes *(Attach separate sheet)*

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

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

Print Name

Signature

PROCUREMENT OFFICE
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928

REQUEST FOR PROPOSAL (RFP) # 100225
for
ECO-HISTORIC PLANNING STUDY

Issue Date: 12/16/2024

Pre-Proposal Meeting: No

Question Cutoff Date: 1/10/2025 11:00 AM

Posting of Final Addendum: Within three days of the Question Cutoff Date

Close Date: 1/20/2025 5:00 PM

Notice of Competitive Opportunity. The Village of Estero invites the submission of proposals from interested and qualified individuals, corporations, partnerships, and other legal entities authorized to do business in the state of Florida to compete to provide the items and/or perform the services specified in this Request for Proposal (RFP). Solicitation documents are available at https://estero.ionwave.net/HomePage.aspx

Location and population: The Village of Estero is located in Lee County, Florida. The Village's population is approximately 38,000 residents. The Village consists of approximately 25 square miles.

Form of Government: The Village is a Florida municipal corporation governed by a seven-member Village Council and operates under the established Village Charter. The Village's operations are managed by a Village Manager.

Pre-Proposal Meeting. A pre-proposal meeting and site visit may be scheduled at the time, date and location of the Procurement Office listed above. All times listed are Eastern Standard Time. The purpose of the pre-proposal meeting will be to discuss the requirements and objectives of this RFP is to answer any questions for potential proposers that may have questions about the RFP. At the pre-proposal meeting, the Village will attempt to answer all questions asked in the meeting or received online. However, no additions, deletions or modifications to the requirements stated herein will be made unless and until a written addendum to the RFP is issued by the Procurement Office.

Questions and Clarification Requests. Inquiries or requests for clarifications of any information contained in the RFP must be received no later than the Question Cutoff Date posted on this solicitation. All questions pertaining to this RFP must be submitted through IONWAVE in the questions and answers section of this solicitation. This deadline has been established to maintain fair treatment for all potential proposers, while ensuring an expeditious selection process.

Public Opening of Proposals. The Village is accepting sealed electronic proposals online due by the close date and time posted on this solicitation. Proposals will be opened publicly at this date and time at Village Hall. Proposals sent in any manner other than electronically via IONWAVE will not be accepted. Hard copies, faxed proposals, and electronically submitted proposals sent directly to the Village will not be accepted. Proposals must be submitted prior to the deadline for submission. Proposers are responsible for taking all necessary steps to ensure that their proposal is uploaded before the due date and time. The Village is not responsible for technology and/or any other issues that cause the proposal deadline to be missed. Proposals will be opened publicly.

Disadvantaged Business Enterprise. DBE/WBE/MBE certified companies are encouraged to submit a proposal. The Village, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notifies all proposers that it will affirmatively ensure that for any contract entered into pursuant to this advertisement will be afforded full and fair opportunity to submit proposals in response to this solicitation and no businesses will be discriminated against on the grounds of race, color, national origin, (including limited English proficiency), creed, sex, (including sexual orientation and gender identity), age, or disability in consideration for an award.

Notice of Funding Source. This project is funded in whole or in part by Community Development Block Grant-Disaster Recovery (CDBG-DR) from the Federal Government.

Notice of Certifications and Affidavits. This document includes a Notification of Requirements that outlines the requested documents required in the Proposal.

B. INTRODUCTION

SCOPE OF SERVICES

The Village of Estero ("Village") is seeking a qualified firm to complete a Planning Study and Master Plan covering approximate 750-acre/1.12-square mile area that includes properties along US 41 from south of Estero Parkway to South of Williams Road, ("Study Area") including the Koreshan State Park and Village's Property along the Estero River (Map attached as Appendix A). This area of the Village developed decades ahead of the rest of the Village. Unlike other areas within the Village that have benefitted from detailed master planning and integrated development plans, the Study Area has remained largely underdeveloped, lacking a cohesive plan and the necessary infrastructure and services critical for development. Qualified candidates will be experienced in land planning to encourage economic development, community revitalization, and resilience. The planning efforts will be completed in a collaborative manner that involves a diverse group of stakeholders.

The Planning Study and Master Plan is expected to result in a comprehensive plan for how the Study Area could be developed/redeveloped to better utilize these properties located along US 41 to create a destination for residents instead of an area people just pass through. The effort will include extensive public meetings with landowners, adjacent residents and the public. The plan is expected to include improvements to emergency preparedness, economic development, environmental conservation, historical preservation, affordable housing, recreational spaces, and comprehensive utility services. The Planning Study is expected to identify gaps hindering future development and include recommendations for actionable strategies that can be implemented to transform the area into a resilient, vibrant, and inclusive community. This should involve leveraging the unique environmental and historical assets of the area to foster growth, enhance community well-being, and improve overall livability.

The Village was awarded United States (U.S.) Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) funding through Lee County for this Planning Study and Master Plan.

Public outreach meetings and community engagement will include specific focus on interactions with communities that traditionally don't participate in the public process – due to language barriers, transportation, timing of meetings, etc. The focus of public outreach will be meeting people where they are. That could include small workshops in diverse parts of the Village, online surveys/apps, Spanish-translated materials, and specific programming for Spanish speakers.

PROJECT TASKS

The following is a summary of anticipated tasks.

Task 1: Kick-Off Meeting

Description: The selected firm will be responsible for developing an overall project management plan and conducting a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, study process, schedule, key milestones, and deliverables to develop a consistent project approach. The kick-off meeting will be hosted by the Village and the selected firm.

Deliverables: The selected firm will provide the following:

1. Meeting agenda;
2. Meeting sign-in sheets; a copy of the presentation(s), project schedule, and any materials created for distribution at the meeting; and
3. Detailed kick-off meeting minutes.

Task 2: Village Council Workshop

Description: The selected firm will facilitate a workshop with Village Council to provide an overview of the project scope, study process, schedule, key milestones, deliverables, and will compile input related to goals and objectives of the study, needs, strengths, weaknesses, opportunities, and other factors in the Study Area. The selected firm will prepare meeting materials, presentations, and graphics utilized during the Workshop, as applicable.

Deliverables: The selected firm will provide the following:

1. Meeting agenda;
2. Meeting sign-in sheets; a copy of the presentation(s), project schedule, and any materials created for distribution at the meeting; and
3. A summary report including input and meeting outcomes.
4. Detailed meeting minutes.

Task 3: Planning, Zoning, and Design Board Meeting Presentation

Description: The selected firm will present at a public Planning, Zoning, and Design Board meeting to provide an overview of the project scope, study process, schedule, key milestones, deliverables, and will compile input related to goals and objectives of the study, needs, strengths, weaknesses, opportunities, and other factors in the Study Area. The Planning, Zoning, and Design Board meeting will be open to the public and public comment will be permitted. The selected firm will capture all comments received from the Planning, Zoning, and Design Board and public for inclusion in the summary report. The selected firm will prepare meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The selected firm will provide the following:

1. A copy of the presentation(s), project schedule, and any materials created for distribution to members of the Planning, Zoning, and Design Board at the meeting; and
2. A summary report including input and meeting outcomes.

Task 4: Public Outreach Meeting #1

Description: The purpose of the first meeting is to inform the public of the Planning Study and Master Plan and to allow the public to provide input on the project and help prioritize areas of concern and or interest. The selected firm will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as

applicable.

Deliverables: The selected firm will provide the following:

1. Meeting agendas to include location, date, and time of meeting;
2. Meeting sign-in sheets or attendance records with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
5. A summary report including attendee input and meeting outcomes.

Task 5: Existing Conditions and Use Analyses

Description: The selected firm will research and compile necessary data and will conduct analyses detailing the Existing Conditions and Existing Uses of the Study Area. The analyses should evaluate existing infrastructure; existing use(s); cultural, natural and environmental, and historic resources; public- and private-owned land; zoning/land development code; historical disaster impacts; risks, hazards, and vulnerabilities; and other key factors identified during the analyses and agreed upon by the Village for inclusion. The results of the Existing Conditions and Use Analyses will inform Task 4 and Task 6.

Deliverables: The selected firm will provide the following:

1. Existing Conditions Analysis identifying:
    a. Existing infrastructure – includes, but is not limited to, roadway, drainage, utilities, and telecommunications network infrastructure.
    b. Cultural, natural and environmental, and historic resources – includes, but is not limited to, the identification of state- and federally-designated historic lands and structures, public- and private-owned land/parks, bodies of water, and at-risk or endangered wildlife for consideration with future development.
    c. Risks, hazards, and vulnerabilities – includes, but is not limited to, historical impacts of disasters and severe weather (e.g., storm surge, flooding, wind, heavy rains) areas subject to repetitive flooding, and vulnerabilities that may result in future impacts.
2. Existing Uses Analysis identifying:
    a. Existing use(s) – includes, but is not limited to, historical, current, and planned development, and zoning/land development code considerations.
3. Maps of the Existing Conditions and Uses outlined in this task.
4. Three bound color paper copies, one editable electronic copy (Microsoft Word), and one non-editable electronic copy (Adobe PDF) for both the Existing Conditions Analysis and the Existing Uses Analysis.

Task 6: Land Development and Gap Analysis

Description: The selected firm will utilize the Existing Conditions and Existing Uses Analyses to conduct a scan of the study area and evaluate needs based on existing infrastructure and land supply, infill/expansion opportunities, demand forecasting, governing policies, and other factors identified during the analysis and agreed upon by the Village for inclusion. The selected firm will identify any needed zoning or comprehensive plan revisions and develop zoning overlay(s). The Land Development and Gap Analysis should consider needs for resilient Housing, Infrastructure,

Economic Development, Transportation, Utilities, and Recreational development. The following aspects must be addressed as part of the analysis:

1. Infrastructure:
    a. Road network
    b. Electricity capacity
    c. Natural gas availability
    d. Water and sewer services
    e. Stormwater management facilities
    f. Telecommunications infrastructure
    g. Broadband infrastructure
    h. Cellular capabilities
2. Land and Water Use and Availability:
    a. Residential
    b. Agricultural
    c. Commercial
    d. Industrial
    e. Buried infrastructure
    f. Surface infrastructure, including railroads
    g. Publicly owned lands
3. Future Infrastructure Servicing Options:
    a. Potable Drinking Water Infrastructure
        i. Assessment of current capacity
        ii. Considerations for future development
    b. Sewer/Wastewater Infrastructure
        i. Assessment of current capacity
        ii. Considerations for future development
    c. Stormwater Infrastructure
        i. Assessment of current capacity
        ii. Considerations for future development
    d. Extensions of Road Networks
    e. Conversion of Railway Networks for Alternative Transportation use
4. Provide associated cost estimates for all of the above noted requirements.

Deliverables: The selected firm will provide the following:

1. Technical report identifying development constraints and actions/approvals required by the Village, relevant stakeholders, approval authorities, utility providers, and third-party developers to support proposed developments and ensure lands are developed to their full capacity while balancing environmental, historic, and natural resources;
2. A summary report to include recommendations to address the identified gaps and actions taken to rectify them, including relevant maps and the estimated costs of implementing the recommendations; and
3. Three bound color paper copies, one editable electronic copy (Microsoft Word), one editable electronic copy (Microsoft Excel) of the cost estimates, and one non-editable electronic copy (Adobe PDF) for the Land Development and Gap Analysis.

Task 7: Planning, Zoning, and Design Board Meeting Presentation #2

Description: The selected firm will present the results from the Existing Conditions Analysis, Existing Uses Analysis, and Land Development and Gap Analysis, and provide an overview of

the preliminary Master Plan Vision (further described in Task 9). The purpose of the second Planning, Zoning, and Design Board meeting presentation is to solicit input on the analyses and preliminary Master Plan Vision in advance of the selected firm producing a final Master Plan. The second Planning, Zoning, and Design Board meeting will be open to the public and public comment will be permitted. The selected firm will capture all comments received from the Planning, Zoning, and Design Board and public for inclusion in the summary report. The selected firm will prepare meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The selected firm will provide the following:

1. A copy of the presentation(s), summary of the results of the Existing Conditions Analysis, Existing Uses Analysis, and Land Development and Gap Analysis, summary of the preliminary Master Plan Vision, and any materials created for distribution to members of the Planning, Zoning, and Design Board at the meeting; and
2. A summary report including input and meeting outcomes.

Task 8: Public Outreach Meeting #2

Description: The selected firm will present the results from the Existing Conditions Analysis, Existing Uses Analysis, and Land Development and Gap Analysis, and provide an overview of the preliminary Master Plan Vision (further described in Task 9). The purpose of the second meeting is to allow the public to provide community-specific input on the analyses and preliminary Master Plan Vision in advance of the selected firm producing a final Master Plan. Additionally, during this meeting, the selected firm will conduct exercises to encourage the public to prioritize focus areas for future development and land use. Criteria should be established to guide the public's input for the selection of focus areas. The selected firm will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The selected firm will provide the following:

1. Meeting agendas to include location, date, and time of meeting;
2. Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, local government staff);
3. A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
4. A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
5. A summary report including all attendee input and meeting outcomes.

Task 9: Produce Master Plan

Description: The selected firm will compile the results of the overall work effort, the study process, relevant findings, and recommendations into a draft study/plan document for Village review. Based upon comments and feedback provided by the Village, the selected firm will produce a final Master Plan. The selected firm will then conduct a presentation at a Village Council meeting to review the findings and discuss the final master plan document. The final

report shall include the following elements into an easy-to-read format:

1. Executive Summary
2. Study Area Analysis: The Study Area Analysis element will summarize the findings from Task 3 and Task 4 and provide an evaluation of current conditions including:
    a. Current regional context
    b. Policy environment
    c. Current built environment
    d. Current natural environment
    e. Impacts on the environment related to Hurricane Ian
3. Summaries of the plan development process from Task 3 and Task 4:
    a. A description of the study process and methodology, data gathering techniques and findings, and general outcomes.
    b. A description of the public participation process used to achieve a community-supported program of improvements.
4. Master Plan Vision: The Master Plan Vision element will describe the community-driven vision for future development. Components of the Master Plan Vision will include, but not be limited to:
    a. Identification of future development corridors
    b. Identification of redevelopment strategies
    c. Address the need for parking infrastructure
    d. Provision for neighborhood connectivity
    e. Identification of areas to become public spaces
    f. Development of theme for landscape, streetscape, and aesthetic improvements
    g. Provision for utility infrastructure
    h. Identification of parcels for acquisition to support the implementation of the Master Plan
    i. Identification of potential funding sources/programs to implement the master plan
    j. Implementation Strategy and Plan
        i. A 100-day Action Plan to include no-cost or very low-cost actions and organizational steps needed to keep momentum going and the stakeholders involved and sharing responsibility for the plan's success.
        ii. Identification of 2-3 catalytic sites in the area include regulatory recommendations, and visualization of key concepts, including conceptual layouts and renderings.
        iii. Comprehensive 10-Year Implementation Plan with all actions and projects planned in the study area, to include estimated start and completion dates, cost estimates, and responsible party, and funding strategies.

Deliverables: The selected firm will provide the following:

1. A reproducible report of the Master Plan. The selected firm shall provide the Village with ten (10) high quality hard copies of the Master Plan (and any applicable appendices) and shall also provide the Plan (and any applicable appendices) in a reproducible PDF format.
2. A presentation at a Village Council meeting to review the findings and discuss the final master plan document.

C. GENERAL TERMS & CONDITIONS PROPOSAL

No Lobbying; Required Affidavit. Village Code § 2-189 provides:

After the issuance of any solicitation, or during renegotiation of an existing contract, no prospective offerors or their agents, representatives or persons acting at the request of such offerors shall contact, communicate with, or discuss, either in person, by phone, email or text message, any matter relating to the solicitation or the renegotiation with any village officers, agents or employees (including the village council and village manager) other than the purchasing agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the designated purchasing agent or procurement official. This prohibition includes copying such persons on written communications with the purchasing agent, but does not apply to presentations made to evaluation committees or at a council meeting where the council is considering approval of a proposed contract. The prohibition ends upon execution of the final contract or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the council directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of businesses seeking to conduct business with the village to strictly adhere to this section will result in the offender's bid, proposal or response being disqualified from further consideration, and may also result in the suspension or debarment of the offending business.**

As part of its proposal submission, each Proposer must submit the attached Affidavit acknowledging the foregoing Code provision and attesting compliance therewith.

Non-Collusion Affidavit. As part of its proposal submission, each Proposer must submit the attached Non-Collusion Affidavit.

Conflict of Interest Disclosure. As part of its proposal submission, each Proposer must submit the attached certification confirming that the proposal was not influenced by or the result of collusion with any other actual or potential Proposer, and is not otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

Anti-Discrimination/Equal Employment Opportunity. The successful Proposer will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or

national origin.

Vendor List Certification. The Village requires a certification from Proposer that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

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

FLORIDA CIVIL RIGHT ACT**:** The Contractor or Consultant shall comply with Florida Statute 760, which states that the contractor shall comply with the Florida Civil Rights Act of 1992, which states that individuals in the state are free from discrimination because of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status.

NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS. (RME 5/30/2024) This project is funded in part or in whole by: U. S Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Proposers are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200 and 24 CFR part 570, terms, conditions, and specifications which apply as follows:

BYRD ANTI-LOBBYING AMENDMENT.
31 U.S.C. § 1352 (as amended). Contractors who bid/propose for an award of $100,000 or more shall file the required certification (Exhibit IV). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

SUSPENSION AND DEBARMENT.
(1) This contract is a covered transaction for purposes of Chapter 2 Code of Federal Regulations. As such, a contract award (see 2 CFR § 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR § 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor is required to verify that none of the Contractor's principals (defined

at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
(2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Village of Estero. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Village of Estero, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

ACCESS TO RECORDS.
(1) The Contractor agrees to provide the Village of Estero, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Village of Estero and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS
This is an acknowledgement that ARPA and/or FEMA financial assistance/grants will be used to fund all or a portion of the contract. The Contractor will comply with all 16 applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT
The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS
The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

CHANGES

Either party may request modification of the provisions of this Agreement including the not to exceed amount, duration, scope and rate(s). Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

TERMINATION FOR CAUSE AND CONVENIENCE

If, through any cause, Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if Contractor shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the Village of Estero, shall thereupon have the right to terminate this Contract by giving written notice to Contractor of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Contractor under this Contract shall become the property of the Village of Estero, and Contractor shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the Village of Estero, in its sole discretion. Notwithstanding the above, Contractor shall not be relieved of liability to the Village of Estero for damages sustained by the Village of Estero by virtue of any intentional and/or negligent act or omission or any breach of the Contract by Contractor, and the Village of Estero may withhold any payment for the purpose of reasonable setoff until such time as the exact amount of damages due the Village of Estero from Contractor is determined. Contractor agrees that the Village of Estero shall have all rights and remedies afforded to it at law to recover any damages sustained by the Village of Estero in connection with the work performed by Contractor under the Contract. In the alternative, the Village of Estero shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice the enforcement of any other right or remedy allowed at law or in equity. Contractor or the Village of Estero may terminate this contract for its convenience at any time by giving at least thirty (30) calendar days' notice in writing to the other party. If the Contract is terminated by the Village of Estero and/or Contractor as provided herein, Contractor will be paid for the time and work properly provided, and expenses incurred up to the termination date, if such final compensation is approved by the Village of Estero, in its sole discretion.

EQUAL EMPLOYMENT OPPORTUNITY

The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Pursuant to Subsection (F) of Appendix II to 2 C.F.R. Part 200, if the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient agrees to comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

DAVIS-BACON ACT

If this Agreement is subject to a requirement by the Federal program legislation related to the funding award, the Contractor shall comply with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractor must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor shall pay wages not less than once a week. The Contractor acknowledges it is in possession of a copy of the current prevailing wage determination issued by the Department of Labor. The Contractor acknowledges that decision of the Village to award the Agreement, and Contractor's agreement to enter a contract with any subcontractor, is conditioned upon the acceptance of the wage determination. The Village will report all suspected or reported violations to the Federal awarding agency.

The Contractor (and its subcontractors) shall also comply with the Copeland "Anti–Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Village will report all suspected or reported violations to the Federal awarding agency.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required:

(1) The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job."

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
(2) The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Village of Estero, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the Florida DEP and understands and agrees that the Florida DEP will, in turn, report each violation as required to assure notification to the Village of Estero, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

LIQUIDATED DAMAGES. For each deliverable due date agreed to by State Project Manager and Contractor, a penalty of $500 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. Each penalty shall be limited to $10,000. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control.

Rules, Regulations, Laws, Ordinances and Licenses. It shall be the responsibility of the Proposer to assure compliance with all other federal, state, local laws, or regulations/requirements as they may apply. Any involvement with the Village of Estero shall be in accordance with but not limited to:

Public Record. Pursuant to Florida State Statute 119.071(2) Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.071(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Local Government Prompt Payment Act. In addition to any other invoicing and payment terms the Parties may negotiate, invoice payments will be subject to the Florida Local Government Prompt Payment Act, Florida Statutes § 218.70, et seq.

Public Bid Disclosure. Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid for by contractor is zero dollars.

Background Screening. In accordance with Florida Statute 435, all employees required by law to be screened must undergo background screening as a condition of employment and continued employment which includes, but need not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.

E-Verify Employment Eligibility. In accordance with Florida Statute 448.095, Contractor or Consultant and their subcontractors shall register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021. An E-Verify Certification is included and required to be submitted when responding to this solicitation.

Contracting with Entities of Foreign Countries of Concern Prohibited. Pursuant to Florida Statute 287.138(2), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if:

(a) The entity is owned by the government of a foreign country of concern;
(b) The government of a foreign country of concern has a controlling interest in the entity; or
(c) The entity is organized under the laws of or has its principal place of business in a foreign country of concern.

Beginning July 1, 2025, a governmental entity may not extend or renew a contract with an entity listed in paragraphs (2)(a)-(c) if the contract would give such entity access to an individual's personal identifying information.

Beginning January 1, 2024, a governmental entity may not accept a bid on, a proposal for, or a reply to, or enter into, a contract with an entity which would grant the entity access to an individual's personal identifying information unless the entity provides the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c).

Beginning July 1, 2025, when an entity extends or renews a contract with a governmental entity which would grant the entity access to an individual's personal identifying information, the entity must provide the governmental entity with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c). The Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates this section.

Prohibition Against Considering Social, Political, Or Ideological Interests in Government Contracting. In accordance with Florida Statute 287.05701 the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

Inspector General Cooperation. In accordance with Florida Statutes § 20.055(5), it is the duty of every state officer, employee, agency, special district, board, commission, contractor, and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

Purchase by other Public Agencies. Pursuant to Village Code § 2-184(b)(1), in any agreement for the acquisition of goods or services between the village and a vendor which has resulted from a competitive solicitation process, such agreement may be utilized by other public agencies to acquire the same goods or services, on condition that the contracting vendor consents to enter into a piggyback agreement with such other public agencies. In such instances, the village shall not be a party to such agreements.

Accommodation of Disabilities. Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the Village Clerk's Office as promptly as possible to allow the Village to examine the request and determine what if any accommodations are possible.

Acceptance and Rejection. In accordance with Village Code § 2-178, the Village reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the Village. The Village may award sections individually or collectively whichever is in its best interest.

Additional Terms & Conditions. The Village reserves the right to reject proposals containing any additional terms or conditions not specifically requested in the original conditions and specifications.

Award. A contract award may be made to any Proposer which successfully completes negotiations with the Village.

Committee Meetings & Information. Notice of the Evaluation Committee meetings will be posted with reasonable advanced notice (generally 72 hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: physical posting at Village Hall, a link to which may be found on the Village's web page: https://estero-fl.gov/public-meeting-notices/. Pursuant to Florida Statutes § 286.0113, any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements of Florida Statutes § 286.011 and Art. I, § 24(b) of the Florida Constitution.

Deviation from Specification. Any deviation from specifications must be clearly stated, explained in detail and accepted by the Village in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

Informalities. The Village reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not, the informality is minor.

Information and Literature. Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

Pricing. If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

Proposal Acknowledgement. By submitting a proposal, the proposer certifies that it has completely reviewed the RFP and has full knowledge of the scope, nature, and quality of work to be performed.

Proposer Expenses. The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal. No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The Village will not pay a retainer or similar fee. The Village is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The Village will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The Village will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

Responsible Proposer. A contractor, business entity or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must

be able to fully document the ability to provide good faith performance.

Responsive Proposer. A contractor, business entity or individual which has submitted a proposal that fully conforms in all material respects to the RFQ/RFP and all of its requirements, including requirements as to form and substance.

Compliance with Federal Standards. All items to be purchased under the contract must be in accordance with all governmental standards, to include, but not be limited to, those related to disposal of chemicals and hazardous materials, protection of waterways, and those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

Tax Exemptions. The Village of Estero is tax exempt. The Village's tax-exempt number is 85-8016684668C-2.

Trade Secrets. As set forth in Village Code § 2-186, the Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

"Trade secret" means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information, which is for use or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the Village will not be aware that a proposal, or other response to a procurement solicitation contains such information. Therefore, proposers or other persons or entities responding to Village solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. PLEASE NOTE that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as "confidential" will be insufficient to comply with this requirement.

While the Village will, to the extent possible, cooperate in any court action a proposer or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to

be a trade secret, if a proposer or responder fails, *prior to the submission of their materials* to the Village, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the Village's legal counsel and, if Village legal counsel agrees with the designation, the Village will assert the exemption and redact the relevant materials. If the Village's counsel disagrees with the designation, Village staff will inform the proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The Village notes that absent some unusual justification, a proposer's contract price shall not constitute a trade secret.

D. EVALUATION PROCEDURES

The evaluation criteria define the factors that will be used by an Evaluation Committee to evaluate responsible and qualified proposals. Proposers shall include sufficient information to allow the Evaluation Committee to thoroughly evaluate their proposals. The contract will be awarded to the most qualified Proposer.

The Evaluation Committee may choose to conduct oral interviews with, or receive oral presentations from, one or more of the Proposers. If the Evaluation Committee chooses to allow oral interviews and/or presentations, pursuant to Florida Statutes § 286.0113(2)(b), any portion of such interviews or oral presentations are exempt from the Florida Sunshine law. If the Village elects to close any such portions of the Evaluation Committee's work, the Village will ensure a recording of such portions will be made in accordance with the statute.

If presentations are requested, the Procurement Manager will establish the schedule and proposers will be notified within a reasonable time period (generally 7-calendar days) in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications.

The Village will allot equal time for each Proposer divided into three sequential parts: formal presentations, questions and answers, and discussion. Oral interviews/presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

The Evaluation Committee will evaluate proposals which have been reviewed for responsiveness and responsibility based on the following criteria:

Firm Qualifications & Experience 25%
Staff Qualifications & Experience 20%
Project Approach 20%
Price 20%
References 15%

Proposers submitting the required criteria will have their proposals evaluated by an Evaluation Committee and scored for the weighted factors listed above.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the Village

will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor's social, political, or ideological interests.

During the evaluation process and at the sole discretion of the Village, requests for clarification of one or more Proposer submittals may be conducted. This request for clarification may be performed by the Village in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the Village may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scoring.

Once the Evaluation Committee has evaluated the proposals, the Evaluation Committee will determine that the highest scoring vendor is the most qualified to perform the required services which will be approved by Village Council. Once approved, the Village will then negotiate a contract with highest scoring firm to perform the professional services under such terms and conditions as the Village determines is fair, competitive, and reasonable.

Should the Village be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at terms the Village determines to be fair, competitive, and reasonable, negotiations with that firm will be formally terminated. Should the Village be unable to negotiate a satisfactory contract with the top scored firm, the Village will select additional firms in the order of their competence and qualification and continue negotiations until an agreement is reached or the Village cancels the competitive process.

E. FORM OF AGREEMENT

While the final agreement will be subject to negotiations, the Village intends to begin negotiations with its standard form of agreement, incorporating the Village's General Conditions and form of Payment and Performance Bond. These documents are appended to this RFP and incorporated herein.

F. REQUIRED SUBMITTALS-PORTIONS OF PROPOSAL

Tab 1 – Executive Summary

Tab 2 – Firm Qualifications & Experience

In this section, Proposers shall provide documentation to demonstrate the firm's experience performing work under the contract.

The Proposers shall include the following information:

- **Company Organizational Chart.** Submit an Organization Chart reflecting the organization of the company.
- **Licenses and Certifications.** Complete and submit information on all required and applicable licenses, permits and certifications held by the Proposer as well as Key Personnel.
- **Proposed Subcontractors.** Submit information to demonstrate the qualifications and experience of subcontractors proposed to perform any portion of work. All proposed subcontractors are subject to approval by the Village.
- **Related Experience.** In this section, Proposers shall submit a written narrative describing at least three (3) contracts or engagements successfully completed in the last seven (7) calendar years including services similar in scope to those described herein. Proposers must include; Company Name and Contact, description of services performed, length of contract, contract value and time frame of performance.
- **References.** Provide at least three (3) references familiar with your company operations and experience.

Tab 3 – Staff Qualifications & Experience

In this section, Proposers shall provide documentation to demonstrate the project team's experience performing work under the contract.

The Proposers shall include the following information.

- **Team Organizational Chart**. Submit a team organization chart that demonstrates the hierarchy of the Key Personnel that will be responsible for completion of the required services, including names, titles, and organization of the proposed team members.

- **Key Personnel.** Submit information to demonstrate the qualifications and experience of personnel shown on the Team Organization Chart who are proposed to perform the scope of work. Brief comprehensive resumes should be provided for each staff member listed.

Tab 4 – Project Approach

Proposed Approach & Methodology. In this section of the package, Proposers shall provide a written narrative describing the proposed approach and methodology for performing the services required for this Project. The narrative must provide a synopsis of the Proposer's understanding of the scope of services and the intent of the Project. Briefly describe the approach the firm intends to take to successfully complete a quality and timely Project using the most cost-effective solutions and best practices. Include in this section the Firm's approach to project cost control.

Proposed Work Schedule. Submit a proposed work schedule that includes a timeline showing how the phases of the Project will be planned and constructed both in the pre-and post-GMP phases of the Project.

Schedule Control Narrative. Submit a written narrative of the Proposer's project management methods to establish, monitor, and track the coordination of subcontractors and ability to meet schedules in a timely manner.

H. NOTIFICATION OF REQUIREMENTS

This solicitation requires the submission of the following Forms, Certifications or Affidavits:

Required Forms:
Certificate(s) of Insurance
All information requested in the Required Submittals Section F and submitted in tabs 1-4
Any forms marked as required in the solicitation

Automatic Certifications Listed in this Solicitation General Terms:
Compliance with Laws/Non-Discrimination

Attribute Certifications required in IONWAVE:
Any certifications marked as required and assigned as Attribute responses in the solicitation.

Signed Affidavit Forms Attached in this bid and required to be submitted:
Lobbying Affidavit (Form 3)
Non-Collusion Affidavit (Form 7)

Village of ESTERO

INSURANCES, IDEMNIFICATIONS, BOND REQUIREMENTS

Insurance Requirements. Bidders/Proposers should furnish proof of insurance or a written statement of assurance of Vendor's ability to meet the insurance coverage types and limits indicated below. No agreement will be approved or entered pursuant to this solicitation until all insurance coverage(s) indicated as required herein have been obtained.

Insurance / Bond Type	**Required Limits**
☑ Automobile Liability:	Coverage must be afforded under a per occurrence policy including coverage for owned, hired and non-owned vehicles. Combined single limit will be $1,000,000
☑ Commercial General Liability:	Coverage shall be afforded under a per occurrence policy form. $1,000,000 Single Limit per Occurrence $2,000,000 General Aggregate $2,000,000 Products/Completed Operations Aggregate $1,000,000 Personal and Advertising Injury Liability
☑ Employer's Liability:	$1,000,000 Each accident $1,000,000 Disease each employee $1,000,000 Disease Policy Limit
☑ Worker's Compensation:	Florida Statutory Limits of Chapter 440, Florida Statutes, and all Federal Government Statutory Limits & Requirements.
☐ Professional Liability:	Also referred to as Errors & Omissions $1,000,000 Single Limit per Occurrence $2,000,000 General Aggregate
☐ Pollution Legal Liability	Pollution Legal Liability Insurance shall be maintained by Bidder and providing complete professional service coverage, including coverage for pollution liability that is the result of a breach of professional duties, for losses caused by pollution conditions that arise from the operations of the contractor, with limits of at least $2,000,000 each occurrence and $4,000,000 annual aggregate, with an extended recovery period of at least two (2) years beyond the last day of the term of this lease, and including coverage for: (a) third-party claims for on and off-site bodily injury and property damage; and (b) claims resulting in bodily injury, property damage or cleanup costs.

Insurance / Bond Type	Required Limits
☐ Builder's Risk	A Builder's Risk policy covering the loss or damage to the assets prior to their acceptance by the Village with a policy limit of $1,000,000 for each occurrence and $2,000,000 annual aggregate.
☐ Cyber Liability	Successful Bidder must maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) with limits of at least $2,000,000 per occurrence and $4,000,000 annual aggregate. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of two (2) years thereafter for services completed during the term of the agreement.
☐ Other Insurance Required	Liquor Liability Coverage must be afforded under a per occurrence policy form for limits not less than $1,000,000 Each Occurrence and $2,000,000 Aggregate. Garage Keeper's Liability Coverage shall be required if the maintenance, servicing, cleaning or repairing of any motor vehicles is inherent or implied within the provision of the contract. Coverage must be afforded under a per occurrence policy form for limits not less than equal to the full replacement value of the lot or garage. Aircraft Liability Coverage must be carried in limits of not less than $5,000,000 for each occurrence. Warehouse Legal Liability Coverage must be afforded under a per occurrence policy form for limits not less than $1,000,000 Each Occurrence and $2,000,000 Aggregate. Motor Truck Cargo Policy - per agreement Property Insurance - per agreement

All Bidders should furnish proof of acceptable insurance. A copy of the Bidder's current insurance certificate or a statement from the Bidder's insurance company verifying the Bidder's ability to obtain the insurance coverage as stated herein, should be submitted with the bid.

No agreement will be approved or entered pursuant to this ITB until all insurance coverage(s) indicated herein have been obtained. The cost for obtaining insurance coverage is the sole responsibility of the successful Bidder. The successful Bidder must obtain and submit to the DPC within five (5) calendar days from the date the Notice of Intent to Award (or if no NOI, then Notice of Award) is issued, proof of the foregoing required minimum insurance coverages on a standard ACORD form. The insurance provided will include coverage for all parties employed by the

Bidder. At the discretion of the Village, all insurance limits may be re-evaluated and revised at any time during the term of the Agreement.

Additional Insured. The Village shall be named as an additional insured on all policies except for workers' compensation. The policy shall be endorsed to include the following language "The Village of Estero, and its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations."

Acceptability of Insurers. Insurance is to be placed with insurers duly licensed and authorized to do business in the State of Florida and with an AM Best rating of not less than A-Vii. The Village in no way warrants that the above required minimum insurer rating is sufficient to protect the successful Bidder from potential insurer insolvency.

Waiver of Subrogation. Insurance will be primary and noncontributory and shall include a Waiver of Subrogation by both the successful Bidder and its insurers in favor of the Village on all policies including general liability, auto liability and the workers' compensation policy, as well as any umbrella or excess policy coverage.

Certificate of Insurance. Prior to the execution of an agreement or the issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy(s) renewal date for as long as the agreement is in effect, successful Bidder must furnish the Village with a certificate of insurance using an ACORD form and containing the solicitation number with Village of Estero named as an additional insured on the applicable coverage. A current insurance certificate or a statement from the successful Bidder's insurance company verifying the ability to obtain the insurance coverage as stated herein, should be submitted with the bid. The appointed insurance agent or carrier shall be duly licensed to provide coverage and honor claims within Florida.

Policy on Request. When requested in writing by the Village, the successful Bidder will provide the Village with a certified copy of all applicable insurance policies.

Change in Coverage. The successful Bidder is required to provide a minimum of thirty (30) days written notice to the Village Risk Manager of any cancellation, nonrenewal, termination, material change or reduction of any coverage called for herein. If the successful Bidder fails to meet the requirements set forth herein, the Authority may terminate any agreement it has with the successful Bidder.

☐ **Bid Bond** If this box is checked, pursuant to Florida Statutes § 255.051, a bid must be accompanied by a bid bond or a certified check or cashier's check on a solvent bank or trust company, made payable to the Village of Estero, in an amount of five percent (5%) of the Bidder's bid or the stated project value (whichever is greater), as a guarantee that, if the Bid is accepted, the Bidder will take all subsequent steps to finalize the Village's contract documents and to begin to perform under the contract, including furnishing a Payment and Performance Bond to the Village. To be eligible to submit a bid, on the date of bid submission, a Bidder must hold as current and in good standing all licenses, certificates, and registrations (including DBPR licensure and Division of Corporations registration). **Pursuant to Florida Statutes § 489.131, Bids submitted for the construction, improvement, remodeling, or repair of public projects must be accompanied by evidence that the Bidder holds the required and/or appropriate current certificate or registration, unless the work to be performed is exempt under Florida Statutes § 489.103**. The Village of Estero reserves the right to reject any or all bids and to waive any informalities in the bid and/or Bid Bond. Acceptance or rejection of bids will be made as soon as practicable after

the bids are opened, but the Village reserves the right to hold bids for ninety (90) days from the date of opening.

☐ **Payment and Performance Bond.** If this box is checked. Pursuant to Florida Statutes § 255.05, the contractor must secure an appropriate payment and performance bond from a Surety qualified to conduct business in Florida. The payment and performance bond shall be in the form as provided by the Village. To be acceptable to the Village, a Surety must comply with the following minimum provisions:

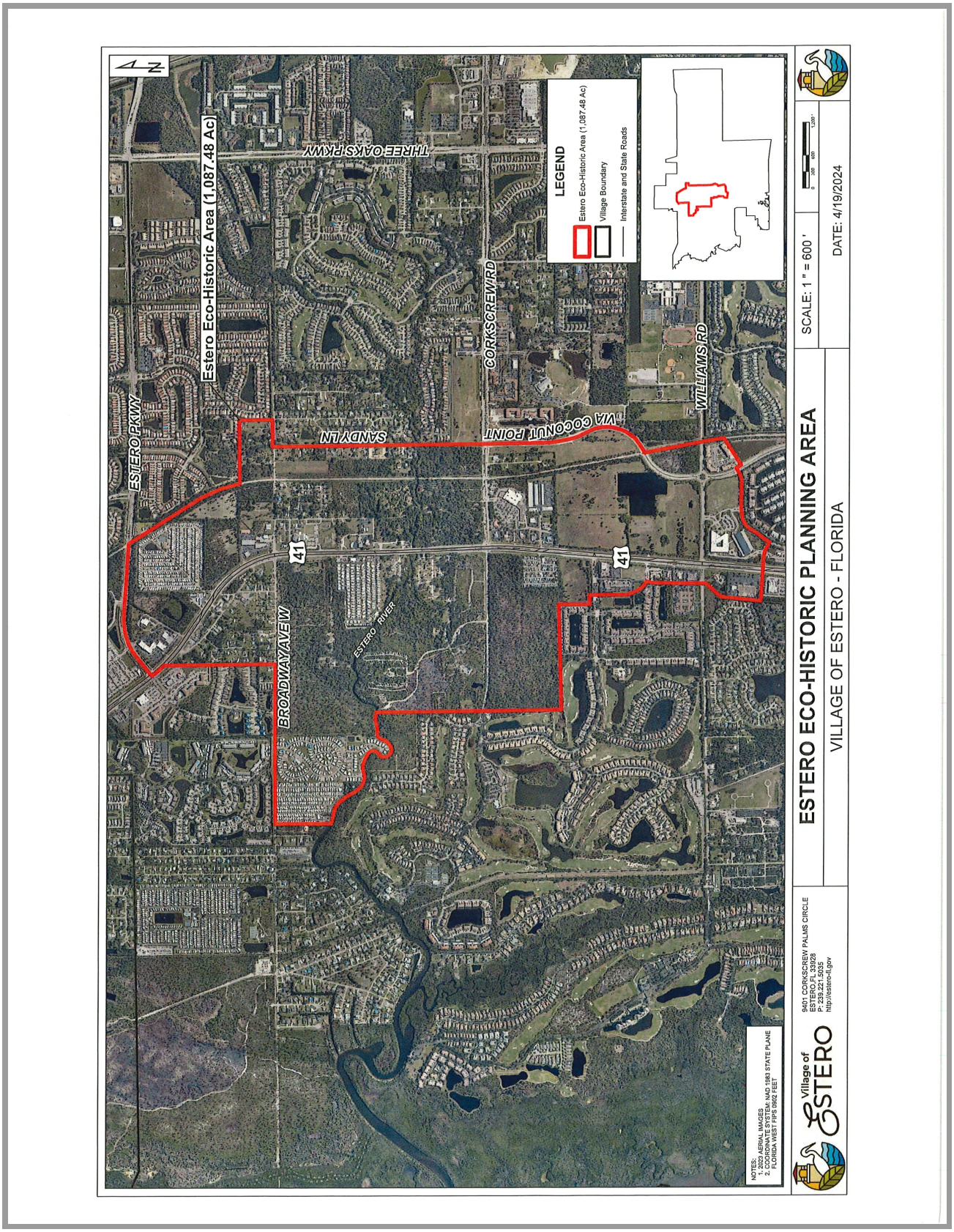
a. Sureties must be authorized to do business in Florida

b. Attorneys-in-Fact who sign bid bonds or payment and performance must file with the bond a certified copy of their Power of Attorney to sign such bond.

c. Agents of surety companies must list their name, address and telephone number on all bonds. A Florida registered agent must sign all bonds.

d. Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9304-9308.

Sureties rated through A.M. Best shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company. Further, surety must have fulfilled all of its obligations on all other bonds previously given to the Village of Estero.

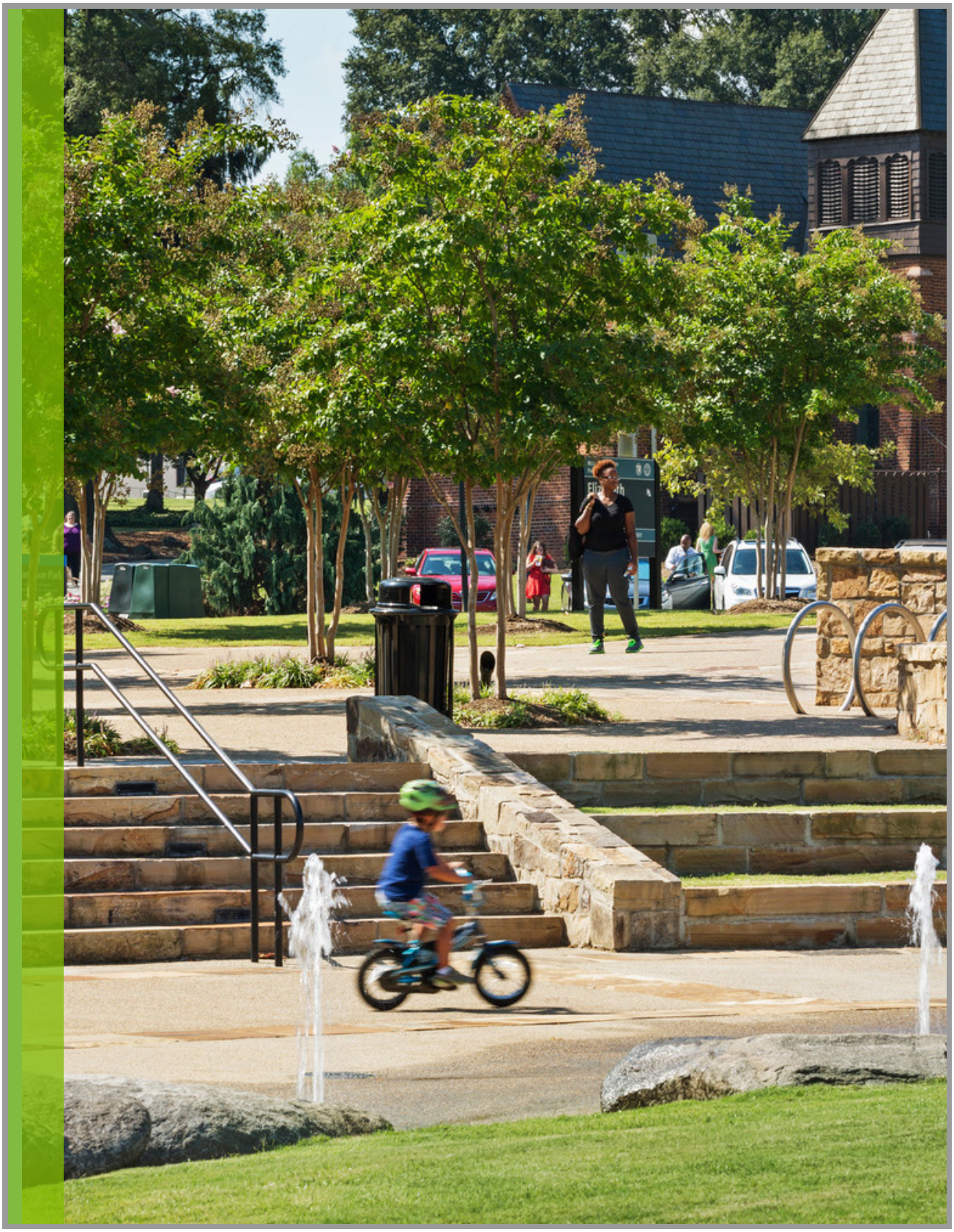

Estero Eco-Historic Area (1,087.48 Ac)
THREE OAKS PKWY
CORKSCREW RD
WILLIAMS RD
ESTERO PKWY
SANDY LN
VIA COCONUT POINT
BROADWAY AVE W
ESTERO RIVER
41
LEGEND
Estero Eco-Historic Area (1,087.48 Ac)
Village Boundary
Interstate and State Roads
NOTES:
1. 2023 AERIAL IMAGES
2. COORDINATE SYSTEM: NAD 1983 STATE PLANE FLORIDA WEST FIPS 0902 FEET
Village of ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
P: 239.221.5035
http://estero-fl.gov
ESTERO ECO-HISTORIC PLANNING AREA
VILLAGE OF ESTERO - FLORIDA
SCALE: 1 " = 600 '
DATE: 4/19/2024



#100225
THE VILLAGE OF ESTERO ECO-HISTORIC PLANNING STUDY
RESPONSE TO REQUEST FOR PROPOSAL
01.20.2025

THE VILLAGE OF ESTERO | STEVE GILLETTE
9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928

LandDesign.
CREATING PLACES
THAT MATTER.



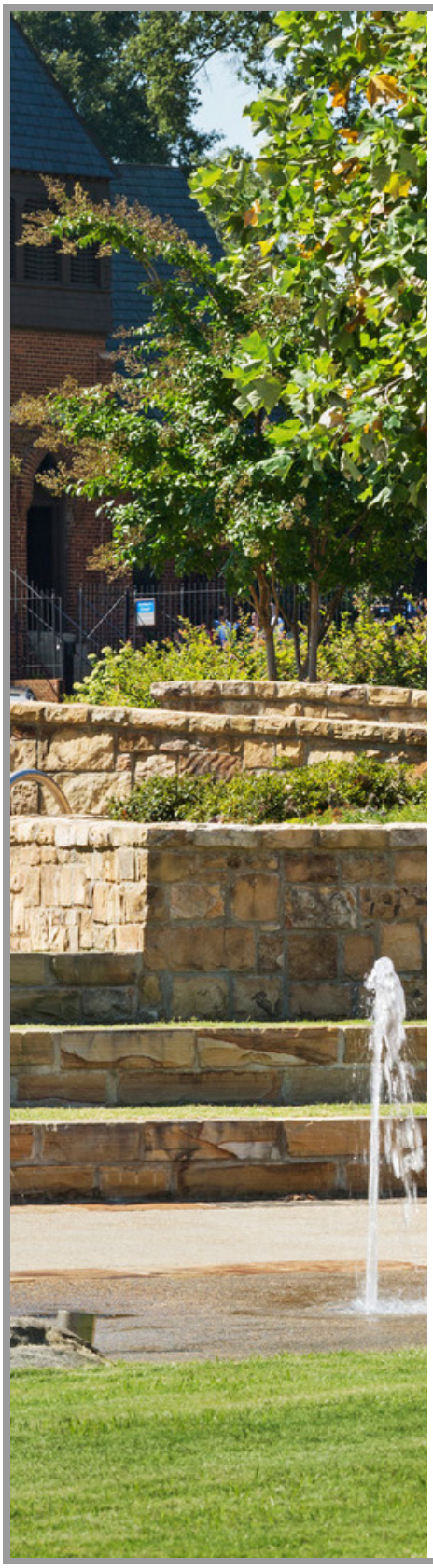


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Little Sugar Creek Greenway | Charlotte, NC





SECTION ONE

Executive Summary

Bell Tower Green | Salisbury, NC

WE ARE DRIVEN BY A SIMPLE QUESTION:

Why just make something, when you can create something that matters?

Create a place that stands the test of time. A place that brings people together. A place that generations from now is meaningful, relevant, and sustainable. Create a place infused with stories that stir emotion. We are landscape architects, civil engineers, planners, and urban designers who believe every space matters.

LandDesign.



Little Sugar Creek Greenway | Charlotte, NC

January 20, 2025

Steve Gillette
Village of Estero Purchasing Department
9401 Corkscrew Palms Circle
Estero, FL 33928

LandDesign
CREATING PLACES
THAT MATTER.

Dear Mr. Gillette,

It is with great pleasure that we present LandDesign's response for the Eco-Historic Planning Study to the Village of Estero (RFP #100225). This is an exciting impact the quality of the master planning vision for the Village of Estero's development. LandDesign is passionate about creating healthy environments for people, nature, and the community. We greatly appreciate the consideration of LandDesign in your consultant search and are eager to be a trusted partner in this venture!

National Reputation + Local Expertise: LandDesign is an award-winning planning, landscape architecture, and civil engineering firm with 45 years of experience providing world-class consulting services for open space and recreation facilities across the country. Since 2015, we have proudly served the state of Florida and have had the privilege to take part in the exciting transformation of this growing region. We are honored to have been named the Firm of the Year for 2024 by the American Society of Landscape Architects (ASLA), a recognition that underscores our leadership, innovation, and commitment to excellence in the field.

Context Driven Solutions + Storytelling: At LandDesign, we believe that every project, site, and client present a unique set of conditions through which we have a responsibility to create value—there is no room for ego in this work. Our design team is committed to creating places that matter—meaningful, functional, and beautiful spaces that can be enjoyed by all residents and visitors regardless of ability, income, and ethnicity. Integrating the context of a community is what drives our design approach. Our flexible, proven approach allows us to tailor our process and uncover creative and innovative solutions that meet the needs of each project. We define success by our ability to create vibrant, inclusive places that promote community building and can be enjoyed by all.

Community Building + Quality of Life: At the heart of creating places that matter is designing spaces that promote community building and that are connected to the people and neighborhoods that utilize them. Our commitment to designing and implementing quality design throughout Florida has been a rewarding experience and we are excited by the opportunity to work with the Village of Estero to create meaningful spaces.

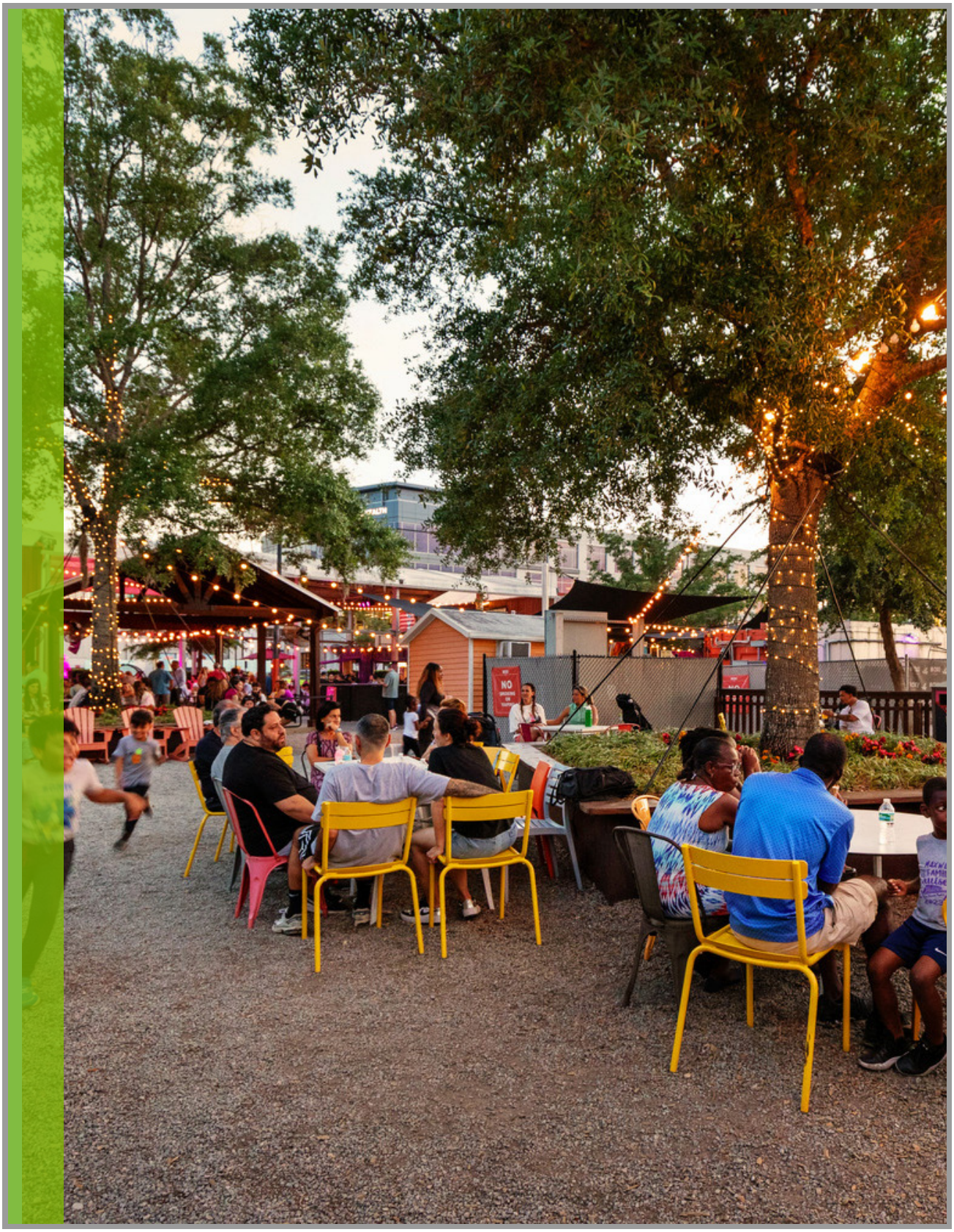
Focus on Economic Redevelopment + Revitalization: LandDesign understands the intersection between public and private development and how these two market forces work together to create unique redevelopment opportunities. Having successfully implemented small- and large-scale downtown revitalization projects throughout Florida, we understand the influence of public realm and infrastructure improvement projects in spurring private investment and how to deliver master plans that catalyze redevelopment.

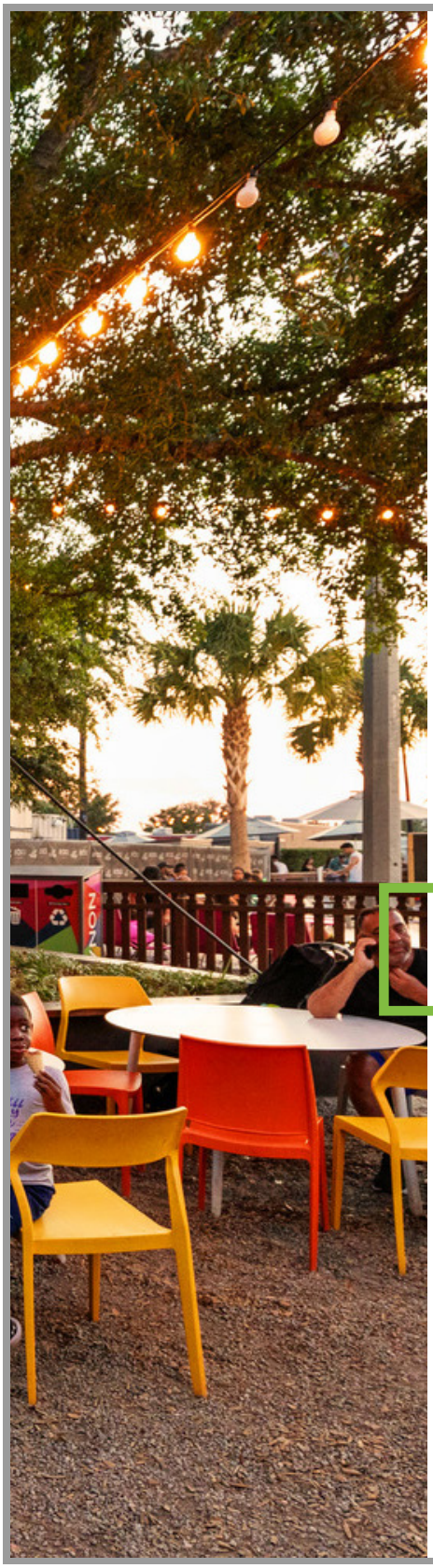
We have intentionally formed an expert team to offer this project the passion, attention to detail, and diverse perspectives that it deserves. With the LandDesign team, you are backed by thought leaders and industry experts who will critically consider what is best for the Village of Estero and the diverse members of your community—not by us alone, but in coordination with local leaders, the public, and stakeholders. We are committed to creating an inspirational vision for the Village of Estero—one that sets the tone for this community for decades to come. If you have any questions regarding our submission, please contact us at ckovaleski@landdesign.com or 407.270.7800. We look forward to hearing from you and greatly appreciate this opportunity.

Sincerely,

Chad Kovaleski, PLA
Partner

100 S ORANGE AVENUE • SUITE 200 • ORLANDO, FL 32801 • 407-270-7800
CHARLOTTE • WASHINGTON DC • DALLAS • ORLANDO • BOULDER
LANDDESIGN.COM





SECTION TWO

Firm Qualifications + Experience

Boxi Park at Lake Nona Town Center | Orlando, FL

TWO
FIRM QUALIFICATIONS + EXPERIENCE

+ Firm Overview

National Leaders in Master Planning, Landscape Architecture, and Civil Engineering

LandDesign is an award-winning planning, urban design, landscape architecture, and civil engineering firm with nearly 50 years of experience providing world-class consulting services. Since 1978, we have proudly supported public and private clients to champion their vision, uncover innovative solutions, and implement ideas that create places that stand the test of time. We believe that every project, regardless of the size, scope, or scale, is an opportunity to elevate the desirability of our own backyard.

In 2015, LandDesign opened its office in Downtown Orlando with a strong commitment to preserving the beauty of the city and greater Central Florida region. Our local expertise includes large-scale planning, urban design, landscape architecture, and civil engineering with an emphasis on building community, economic, and environmental value to the various communities we serve. Our Orlando office includes over 30 professional landscape architects, planners, and civil engineers to meet the Village of Estero's unique needs.

OFFICE PERFORMING WORK

100 S Orange Avenue, Suite 200
Orlando, FL 32801

OF YEARS PROVIDING SERVICES

46

TYPE OF BUSINESS ENTITY

Corporation
(incorporated in North Carolina)

FEDERAL TAX ID

56-1602942



Lake Nona Performance Club | Orlando, FL

NOTABLE PLANNING EXPERIENCE

Port District Master Plan Port St. Lucie, FL

DowntownDC BID Parks Master Plan Washington DC

Lake Wauburg Master Plan Micanopy, FL

Rollins College Master Plan Winter Park, FL

St. Joe Trails Master Plan Bay + Walton County, FL

Carolina Thread Trail Vision Plan Charlotte, NC

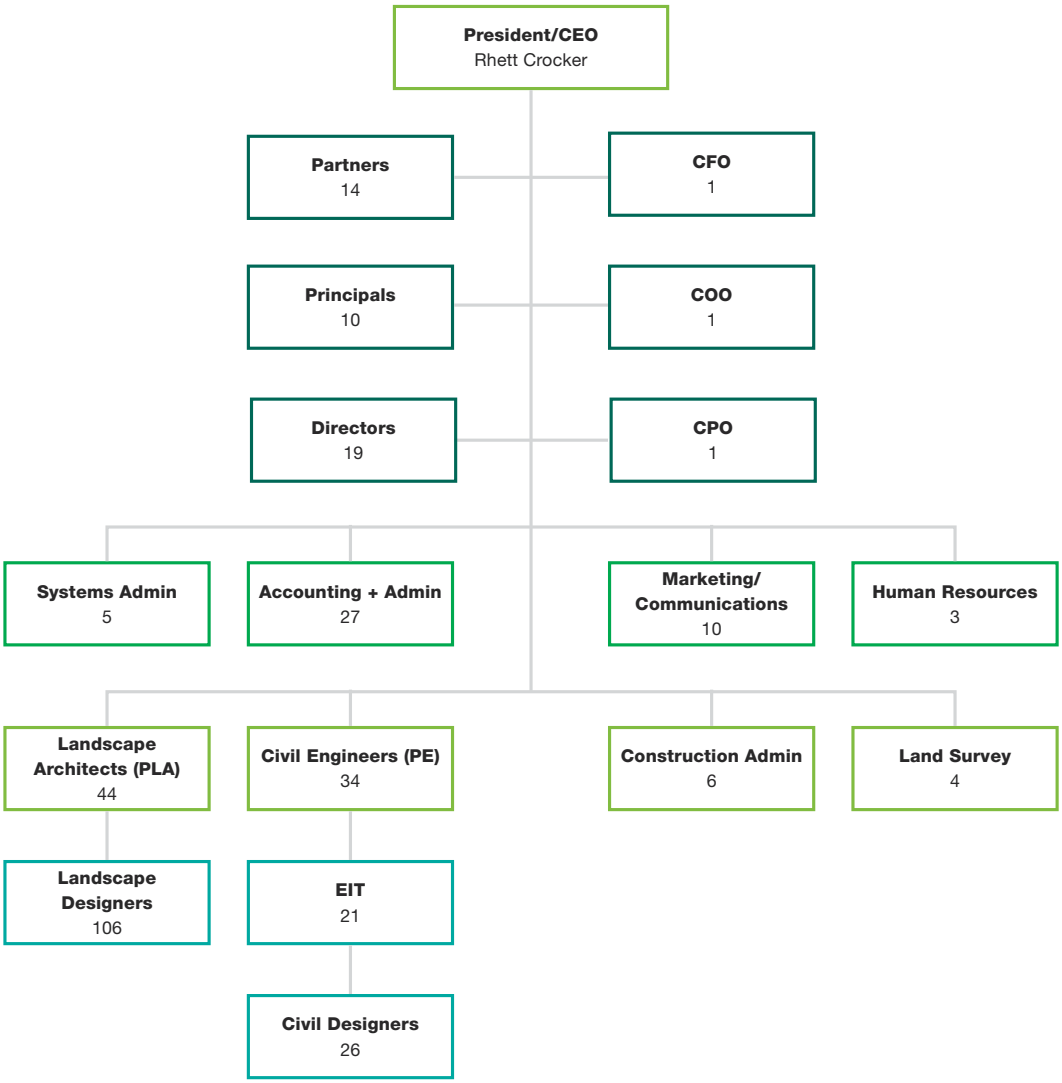
City of Hickory Inspiring Spaces Plan Hickory, NC

Parks, Public Space, and Recreation Master Plan Hoover, AL

The Seam Advancement Study North Carolina

Firm Structure

LandDesign is a corporation. The firm is comprised of 285+ professionals are located across the nation in the firm's offices in Charlotte, NC; Washington DC; Dallas, TX; Orlando, FL; and Boulder, CO.



+ Licenses and Certifications

Licensee

Name:	**KOVALESKI, CHAD RICHARD**	License Number:	**LA6667537**
Rank:	**Registered Landscape Architect**	License Expiration Date:	**11/30/2025**
Primary Status:	**Current**	Original License Date:	**04/05/2021**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
	Current	LANDDESIGN, INC.	Landscape Architect	01/26/2022	Landscape Architecture Business Info	

State of Florida
Department of State

I certify from the records of this office that LANDDESIGN, INC. is a North Carolina corporation authorized to transact business in the State of Florida, qualified on September 9, 2013.

The document number of this corporation is F13000003913.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 2, 2024, and that its status is active.

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

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of February, 2024

Secretary of State

Tracking Number: 9466480748CC

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

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

TWO
FIRM QUALIFICATIONS + EXPERIENCE

AICP

This certificate hereby qualifies

Susana Gonzalez Rodriguez

as a member with all the benefits of a Certified Planner and a commitment to the AICP Code of Ethics and Professional Conduct.

Certified Planner Number: 33931

Joel Albizo, FASAE, CAE
Chief Executive Director

Mitchell J. Silver, FAICP
President

AICP
American Institute of Certified Planners
Creating Great Communities for All

Verify: https://www.credly.com/go/3DZ09V9h

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

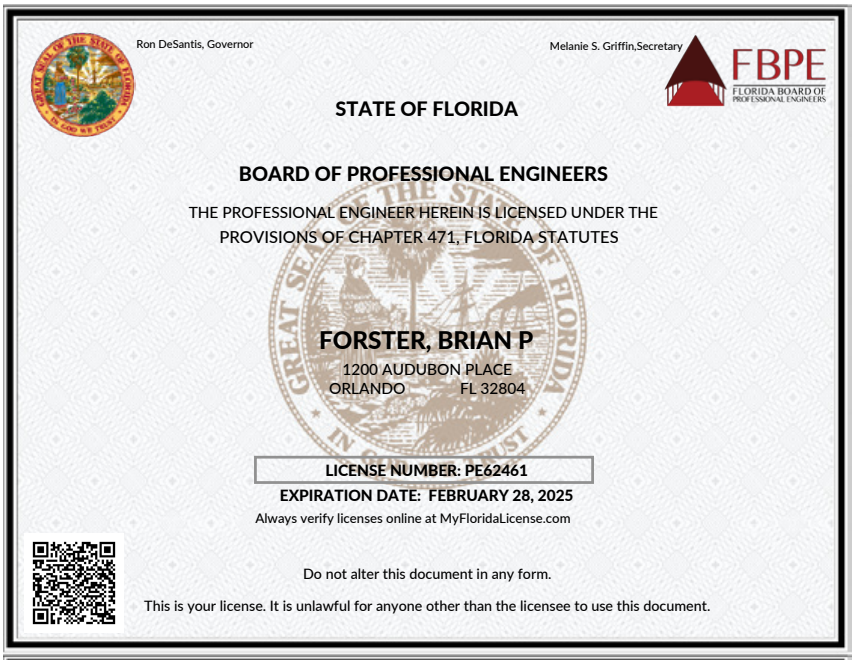
READ, CARRIE E
100 S. ORANGE AVE.
SUITE 200
ORLANDO FL 32801

LICENSE NUMBER: LA6667316
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/08/2023

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Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FORSTER, BRIAN P

1200 AUDUBON PLACE
ORLANDO FL 32804

LICENSE NUMBER: PE62461
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SULLIVAN, MARY KATHERINE

14713 PARNBOROUGH CT
ORLANDO FL 32826

LICENSE NUMBER: PE96848
EXPIRATION DATE: FEBRUARY 28, 2025
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+ Consultant Summary

COOPER CARRY

Visioning, Conceptual Architecture

In an ongoing effort to support the growth of tier-three and tier-four cities across our country, Cooper Carry, an architecture and urban planning firm, has partnered with highly respected professionals in design, engineering, development, brokerage, education, government, and finance to assist cities in their economic growth planning and execution. Their goal is to establish actionable strategies and foster collaboration between developers and cities, ensuring they work hand in hand over the years as cities achieve consistent and sustainable growth. Founded in 1960 with a mission to create places for people, Cooper Carry has expanded its vision to include partnering with cities, leaving behind a lasting legacy of community development and prosperity.

LOCATION
191 Peachtree Street NE, Atlanta, GA 30303

KITTELSON & ASSOCIATES, INC.

Transportation Planning

Kittelson & Associates, Inc. (Kittelson) provides comprehensive transportation engineering, planning, and research services to government and private organizations. Kittelson is made up of 27 offices and over 380 employees, and a staff of skilled professionals and national experts offers decades of progressive research and technological innovation along with a diverse portfolio of industry-leading work. Further, Kittelson is a nationally recognized leader in bus rapid transit, transit signal priority, and transit quality of service assessment. Kittelson staff are a reliable resource for transit operations analysis, planning, design, and research services, as well as for traffic planning and transportation engineering services in support of transit projects.

LOCATION
143 N Woodland Blvd, 2nd Floor, Suite 1, DeLand, FL 32720

BREEDLOVE, DENNIS, & ASSOCIATES

Environmental Analysis, Land Planning Support

For almost half a century, Breedlove, Dennis & Associates, Inc. (BDA) has provided expert environmental and natural resources consulting to a diverse client base located throughout the southeastern United States. Their skilled team of scientists, combined with the use of leading technologies, provides clients with comprehensive, defensible, and environmentally sound solutions in compliance with federal, state, and local regulations. Since its inception, BDA established a reputation for finding solutions to difficult environmental issues through the application of scientific principles, knowledge of the regulations and the ability to effectively communicate with regulators and clients.

LOCATION
330 W. Canton Avenue, Winter Park, FL 32789

BLUE CORD

Cost Estimating

Blue Cord Design & Construction, LLC is a Service Disabled Veteran Owner Small Business that completes general contractor and subconsultant work throughout the SE United States. They utilize this experience and construction knowledge to assist design teams create accurate budgets and cost estimates for clients to properly plan for future and current development needs. Blue Cord was established in 2010 and has completed work throughout the southeast United States as a general contractor completing work for federal and government projects. They maintain about 40 employees throughout their construction areas including, estimators, project managers, superintendents, carpenters, and office staff.

LOCATION
835 Bennett Road, Suite 100, Orlando, FL 32803

RCLCO

Market Demand Analysis,
Economic Development Strategy

RCLCO Real Estate Economics is backed by nearly six decades of experience analyzing demographic and lifestyle trends, market dynamics, and capital market realities. Clients turn to them for quantitative rigor, market knowledge, and cutting-edge financial analysis regarding highest and best use, product definition, market positioning, and underwriting support for any proposed investment or development concept, site, or product type. Each day the RCLCO team gains a deeper understanding of demand conditions for real estate, providing crafted investment strategies and development solutions, creating the industry's best kit of analytical tools to model where value growth will occur, which markets are under-supplied, what product niches are emerging, and how real estate assets can be enhanced and de-risked throughout the economic cycle.

LOCATION
879 Outer Road, Suite A, Orlando, FL 32814

TWO
FIRM QUALIFICATIONS + EXPERIENCE



PORT ST. LUCIE, FL

The Port District Master Plan

The coastal community of Port St. Lucie experienced a wave of growth inland that detracted energy from the waterfront—leaving the community's greatest asset underutilized. The city had a strong desire to reinvigorate the waterfront and invested in activating several, dispersed parcels with boardwalks, water access points, and neighborhood parks. The city looked to LandDesign to champion the master planning process and craft a community-supported vision for a 1.5-mile stretch of riverfront known as The Port District.

With only 10% of the study area developed, the site presented an opportunity to enhance the available land by creating unique experiences that strengthen the community's ties to the waterfront. The master plan identifies strategic connections between developed and non-developed land within the 1.5-mile study area to improve the user experience as people explore The Port District by walking, biking, kayaking, and boating. The plan provides recommendations for new areas of commercial development, public open space, pedestrian boardwalks and trails, additional water access points, and preservation. Completed in 2021, The Port District Master Plan was unanimously approved by city Council and was embraced by the community as a significant public investment project that will reposition the St. Lucie River as the heart of this community.

CLIENT
City of Port St. Lucie
Jennifer Davis
CRA Director
jdavis@cityofpsl.com
772.344.4342

SERVICES PROVIDED
Master Planning

TIME FRAME + LENGTH OF CONTRACT
2020-2021

CONTRACT VALUE
$200,000







TWO
FIRM QUALIFICATIONS + EXPERIENCE



PARKLAND, FL

Parkland Town Center

LandDesign was engaged by the City of Parkland to lead the master planning of a new city-owned property. The city recently acquired a 34-acre former golf course property with the intention of developing a town center with vibrant civic open spaces and retail, restaurant, and commercial opportunities. As part of this process, LandDesign has participated in one-on-one meetings with city commissioners as well as a public meeting with project stakeholders to get input and feedback on programming and the overall design and character of the town center. Initial concepts have been developed and will be presented to commissioners and stakeholders with the goal of developing a preferred concept for the final master plan.

LandDesign is now moving forward in conjunction with our project partner Cooper Carry on Design Guidelines and Visioning for the future development of this important civic and commercial space.

CLIENT
City of Parkland
Nancy Morando
City Manager
nmorando@cityofparkland.org
954.757.4170

SERVICES PROVIDED
Master Planning

TIME FRAME + LENGTH OF CONTRACT
2023-Ongoing

CONTRACT VALUE
$80,000




PARKLAND
PLACE
PARKLAND
PLACE

TWO
FIRM QUALIFICATIONS + EXPERIENCE



CHARLOTTE, NC

River District

Located on the banks of the Catawba River and within close proximity to the Charlotte Douglas International Airport, River District will be Charlotte's next great place to live, work, and play. LandDesign is working with Crescent Communities to master plan and design the 1,400-acre community with a focus on sustainability.

Designed to be a community that lasts, the plan protects and enhances the site's existing ecosystems, water bodies, and parks and uses them to connect the community. River District will be a vibrant and diverse community that fosters unprecedented economic vitality, offering a full spectrum of residential and commercial opportunities surrounded by hundreds of acres of preserved open space. Unlike anywhere else in Charlotte, the unique location captures the natural beauty that extends from the Catawba River while maximizing the convenience of proximity to Uptown Charlotte.

CLIENT
Crescent Communities
Rainer Ficken
Senior Managing Director
rficken@crescentcommunities.com
980.321.6000

SERVICES PROVIDED
Master Planning, Civil Engineering, Land Planning, Landscape Architecture

TIME FRAME + LENGTH OF CONTRACT
2017-Ongoing

CONTRACT VALUE
$1.8M





TWO
FIRM QUALIFICATIONS + EXPERIENCE



WASHINGTON DC

DowntownDC BID Parks Master Plan

In 2021, the DowntownDC BID embarked on an exploration into the function of its parks, plazas, and streetscapes in elevating the quality of life in DowntownDC. An ambitious Parks Master Plan was put into motion with the goal to create a strong vision for a comprehensive parks system that would generate investment, promote access to open space, and serve the community for years to come. The master plan provides recommendations to improve the public realm and identifies short and long-term improvements into the BID's parks, plazas, and streetscapes. Completed in 2022, the Parks Master Plan is a testament to the BID's dedication to strengthening downtown through elevated, equitable, and diverse open space experiences.

The master plan identified three tiers of parks and open spaces, ranging from less than an acre to larger than four acres, to help tailor the design, programming, and use of the space depending on the size, location, and community needs. Additionally, the master plan considers how to activate the spaces in between the defined parks, including roadways and streetscapes, to improve pedestrian connections and enhance the public realm experience. This diversification of open space creates a robust and activated system that re-imagines open space—leveraging underutilized spaces and improving upon existing ones.

CLIENT
DowntownDC BID
Gerren Price
CEO
gerren@downtowndc.org
202.873.4518

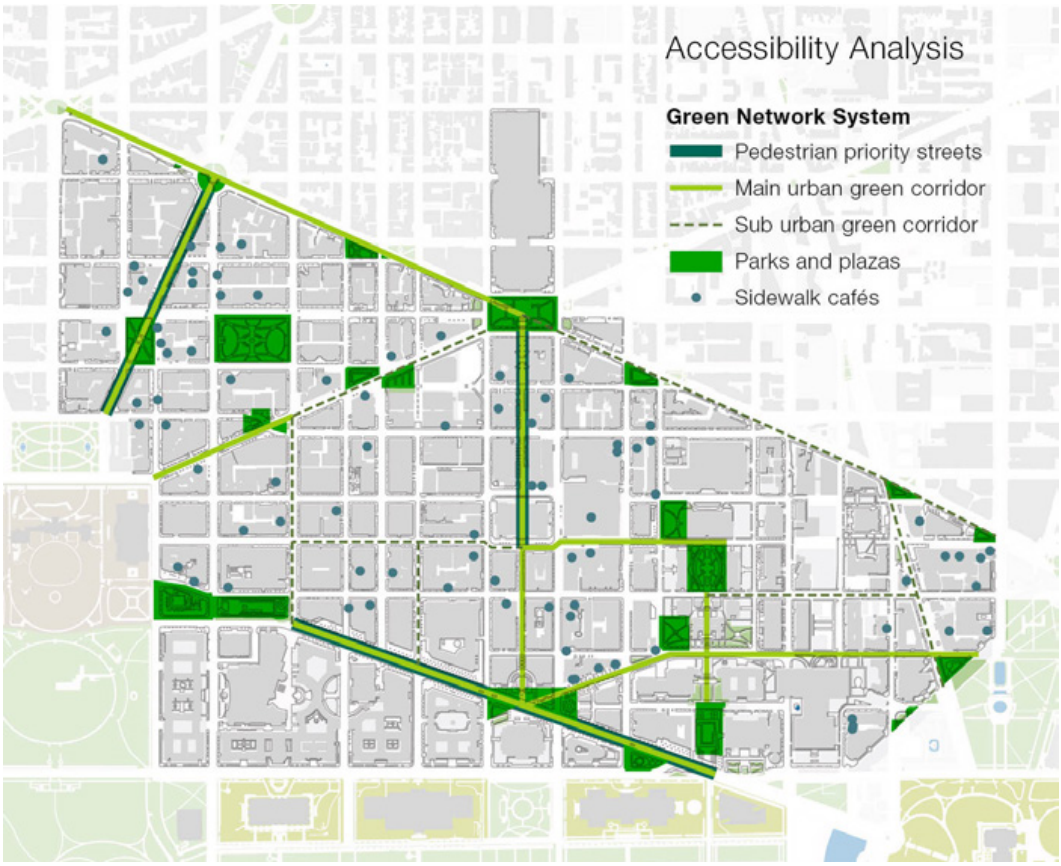
SERVICES PROVIDED
Master Planning, Urban Design, Landscape Architecture

TIME FRAME + LENGTH OF CONTRACT
2021-2022

CONTRACT VALUE
$215,735


PORTANT TO YOU?
5.
6.


NATURALISTIC GARDEN EXHIBITION
MOUNT VERNON SQUARE
MCPHERSON SQUARE
GREATER CULTURAL CONNECTIONS
CHINATOWN PARK
OUTDOOR
JUDICIARY SQUARE
SHOPPING CORRIDOR
FREEDOM PLAZA
FLEXIBLE
CROSSING TREATMENTS
"CAN DO" SIGNAGE
WILSON PLAZA
EVENT CORRIDOR
JOHN MARSHALL PARK
DC BOOMS


Accessibility Analysis
Green Network System
Pedestrian priority streets
Main urban green corridor
Sub urban green corridor
Parks and plazas
Sidewalk cafés

TWO
FIRM QUALIFICATIONS + EXPERIENCE



HICKORY, NC

Hickory River District Master Plan

LandDesign provided planning and landscape architecture services for the Hickory River District Master Plan, envisioning a vibrant, mixed-use destination surrounded by park land and the river. The plan outlines strategies to harmonize with the natural environment, enhance regional recreational opportunities, and create dynamic spaces for living and working.

The Hickory River District Master Plan builds on existing investments and assets while transforming challenges—such as steep topography, utility corridors, access limitations, and the rail corridor—into opportunities. The future of this area promises to provide a unique destination to Hickory that builds off of the Inspiring Spaces momentum, establishing a vibrant and connected experience along the Catawba River that has too often been overlooked.

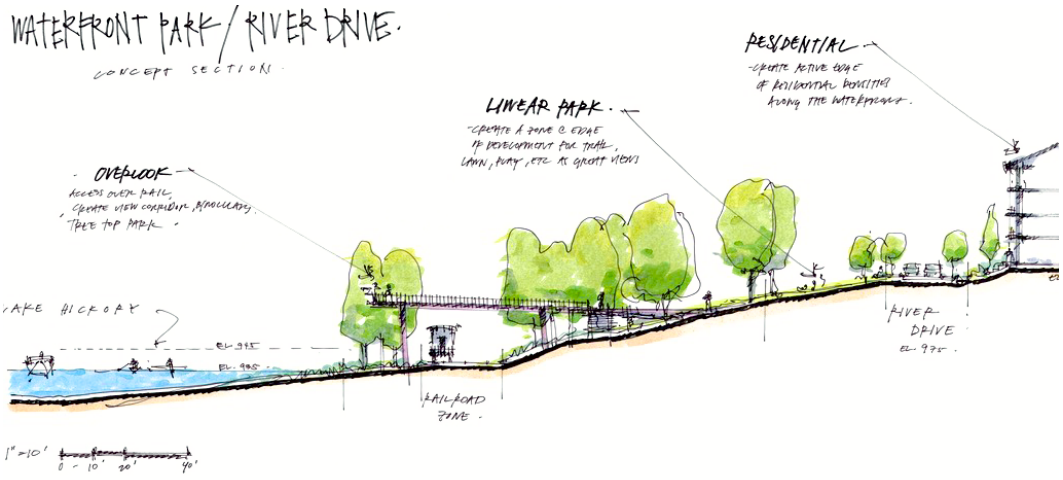
CLIENT
City of Hickory
Yaidee Fox
Assistant to the City Manager
yfox@hickorync.org
828.323.7422

SERVICES PROVIDED
Master Planning, Land Planning, Landscape Architecture

TIME FRAME + LENGTH OF CONTRACT
2018-2019

CONTRACT VALUE
$93,000




WATERFRONT PARK / RIVER DRIVE.
CONCEPT SECTION
RESIDENTIAL
LINEAR PARK.
OVERLOOK
LAKE HICKORY
EL. 995
RIVER DRIVE
EL. 975
RAILROAD ZONE
1" = 10'
0 10' 20' 40'

TWO
FIRM QUALIFICATIONS + EXPERIENCE



NORTH PORT, FL

West River Village Master Plan

West River Village (WRV) is a new, 210-acre master-planned community in North Port, FL. WRV aspires to create a vibrant and transformative village that beautifully blends art, culture, nature, and wellness. With 84 acres of land reserved for development, 67 acres of preserved wetlands, a picturesque 27-acre lake, and charming canals, this project is a shining example of sustainable living and ecological harmony.

The plan aims to showcase the breathtaking natural beauty of South Florida while honoring the region's rich cultural heritage through its guiding principles: Connect + Thrive, Natural + Timeless, and Explore + Retreat. This approach will create abundant opportunities for public engagement and artistic expression, emphasize the preservation of natural waterways and landscapes, and seamlessly blend modern conveniences with timeless design elements. This sanctuary will offer inviting outdoor spaces and scenic walking trails, providing space for mindfulness and reflection.

LandDesign is collaborating closely with project partners to refine the vision and establish design guidelines that harmonize modernity with timeless aesthetics and sustainability. Through its seamless integration of culture, nature, and wellness, WRV will serve as an inviting sanctuary where residents and visitors can connect, explore, and retreat, making it a treasured landmark in the South Florida landscape.

CLIENT
GCI Residential, LLC.
Derek Boesch
dboesch@gciresidential.com
980.262.6613

SERVICES PROVIDED
Master Planning

TIME FRAME + LENGTH OF CONTRACT
2024-Ongoing

CONTRACT VALUE
$115,000




MENDI
4MORE



References

CITY OF PORT ST. LUCIE

Jennifer Davis
Community Redevelopment Agency Director
jdavis@cityofpsl.com | 722.344.4342
121 SW Port St. Lucie Blvd, Port St. Luce, FL 34984
Project: The Port District Master Plan

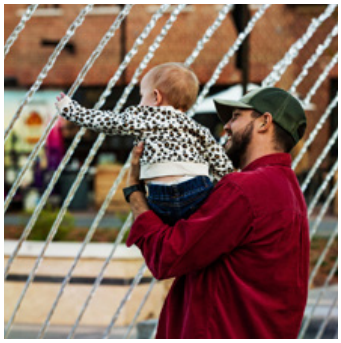
CITY OF PARKLAND

Nancy Morando
City Manager
nmorando@cityofparkland.org | 954.757.4170
6600 University Drive, Parkland, FL 33067
Project: Parkland Town Center

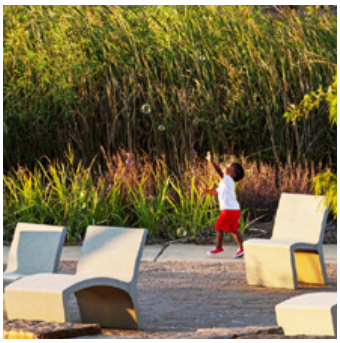
OSCEOLA COUNTY

Gonzalo Rodriquez
Public Works Project Manager
gonzalo.rodriguez@osceola.org | 407.742.0300
1 Courthouse Square, Suite 1100, Kissimmee, FL 34741
Project: Westside Park / Ancient Island Community Park








+ CREATING MOMENTS THAT MATTER


DOMINO



SECTION THREE

Staff Qualifications + Experience

Ballantyne Reimagined | Charlotte, NC

THREE
STAFF QUALIFICATIONS + EXPERIENCE

Team Roles + Structure

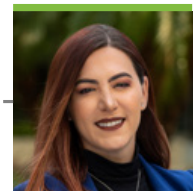
The project team is comprised of firms and professionals carefully assembled to provide exceptional services, advice, and expertise to the Village of Estero's Eco-Historic Planning Study as it develops a visionary plan and design for improvements. Below is an organizational chart listing key team members and their respective roles on this project.

PROJECT LEADERSHIP + LANDDESIGN TEAM

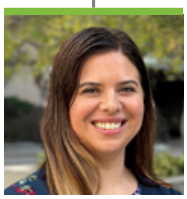
Village of ESTERO



Chad Kovaleski, PLA
Partner-in-Charge, Landscape Architect, + Master Planner



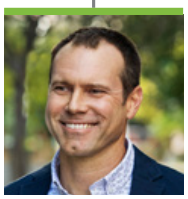
Susana Gonzalez, AICP
Project Manager + Lead Planner



Carrie Read, PLA
Landscape Architect



Mary Sullivan, PE
Civil Engineer



Brian Forester, PE
Civil Engineer

SUBCONTRACTORS

ARCHITECTURE + URBAN DESIGN
Cooper Carry

TRANSPORTATION
Kittelson & Associates

ENVIRONMENTAL + HISTORIC RESOURCES
Breedlove, Dennis, & Associates (BDA)

MARKET ANALYSIS + ECONOMIC DEVELOPMENT
RCLCO

COST ESTIMATING
Blue Cord



Chad Kovaleski, PLA

PROJECT ROLE PARTNER-IN-CHARGE, LANDSCAPE ARCHITECT, + MASTER PLANNER | LANDDESIGN

Chad is a Partner and seasoned landscape architect with a sharp eye for experiential design and reimagining places that bring people together. He is responsible for leading design teams from project visioning and conceptual design to design documentation and construction administration. Chad has led the vision and design for a multitude of resort and hospitality projects in the U.S., Mexico, Caribbean, Asia, and Europe. Chad's incredibly diverse international portfolio is a testament to his versatility and design acumen in imagining the unique spirit of place deserving of each project he comes into contact with.

EDUCATION
Bachelor of Landscape Architecture and Environmental Studies, Iowa State University (2006)

LICENSING/CERTIFICATIONS
Professional Landscape Architect - FL: 6667537, CA: 6446, NC:1739, NV: 949, CO: 0001183

AFFILIATIONS
American Society of Landscape Architects (ASLA)

SPEAKING ENGAGEMENTS
Presenter, Reconnecting to the River - The Port District Master Plan (Port St. Lucie, FL), Florida APA Annual Conference (2023)

Presenter, Public Space - Why Landscape Architects are Leaders in the 21st Century, NCASLA Annual Conference (2016)

Estero Town Center
Estero, FL | Landscape Architect

The Port District Master Plan
Port St. Lucie, FL | Project Manager + Lead Planner

West River Village Master Plan
North Port, FL | Project Manager

Parkland Town Center Master Plan
Parkland, FL | Project Manager

Westside Park / Ancient Island Community Park
Osceola County, FL | Partner-in-Charge

Hilliard Isle Village Center Master Plan
Kissimmee, FL | Landscape Architect

The Park Miramar
Miramar, FL | Partner-in-Charge

Rollins College Master Plan
Winter Park, FL | Lead Planner + Landscape Architect

Westminster Mall Strategic Vision
Westminster, CA | Project Manager + Lead Designer

City of Dublin Parks + Recreation Master Plan
Dublin, CA | Project Manager

Clovis Parks Master Plan
Clovis, CA | Landscape Architect

Ward Village Master Plan Vision
Honolulu, HI | Project Manager + Lead Designer

THREE
STAFF QUALIFICATIONS + EXPERIENCE



Susana Gonzalez, AICP

PROJECT ROLE PROJECT MANAGER + LEAD PLANNER
LANDDESIGN

Susana is a Senior Designer passionate about reshaping the world to improve people's lives through the built environment. A big picture thinker with an eye for meaningful details, her strengths lie in urban design, master planning, placemaking, and public space design. Leveraging her urban planning expertise and passion for people, Susana strives to connect each project with the community to ensure residents feel invested in the process and are true collaborators in shaping environments that carry meaning for them.

EDUCATION
Master of City and Regional Planning,
Rutgers University (2018)

Bachelor of Architecture,
Universidad Pontificia Bolivariana (2014)

LICENSING/CERTIFICATIONS
AICP Certification #: 33931

AFFILIATIONS
American Planning Association

Consejo Profesional Nacional
de Arquitectura (Colombia)

Estero Town Center
Estero, FL | Urban Designer and Planner

Parkland Town Center Master Plan
Parkland, FL | Urban Designer and Planner

Rollins College Master Plan
Winter Park, FL | Urban Designer and Planner

Crossroads Town Center Master Plan
Haines City, FL | Urban Designer and Planner

Hilliard Isle Village Center Master Plan
Kissimmee, FL | Urban Designer and Planner

Estero Village Center Master Plan*
Estero, FL | Urban Designer and Planner

City of Port St. Lucie Citywide Design Standards Manual*
Port St. Lucie, FL | Urban Designer and Planner

North Quarter Transportation Vision*
Orlando, FL | Urban Designer and Planner

NYC's First Chicanes*
New York City, NY | Urban Designer and Planner

NYC's First RRFB*
New York City, NY | Urban Designer and Planner

Parques del Rio Medellin*
Medellin, Colombia | Urban Designer and Planner

Sunbridge Marina Village*
Osceola County, FL | Urban Designer and Planner

**Experience Prior To Joining LandDesign*



Carrie Read, PLA, LEED AP

PROJECT ROLE LANDSCAPE ARCHITECT
LANDDESIGN

Carrie is a Studio Leader at LandDesign focused on public sector projects such as athletic facilities, educational facilities, green infrastructure, parks, plazas, trails, and streetscapes. She is passionate about cross- disciplinary collaboration and embraces any opportunity to lead a diverse team of professionals. Carrie has over 17 years of experience in site design and landscape architecture throughout the Southeast.

Rollins College Master Plan
Winter Park, FL | Landscape Architect

Parkland Town Center Master Plan
Parkland, FL | Landscape Architect

Chain of Lakes Park Master Plan*
Winter Haven, FL | Project Manager

Fort Pierce Downtown Master Plan*
Fort Pierce, FL | Project Manager

Green Cove Springs Downtown Master Plan *
Green Cove Springs, FL | Landscape Architect

New Port Richey Parks System Master Plan*
New Port Richey, FL | Landscape Architect

Niceville Waterfront Redevelopment Master Plan *
Niceville, FL | Landscape Architect

Vine Street (US 192) Landscape Master Plan*
Kissimmee, FL | Project Manager

Division Avenue Complete Street Conceptual Design*
Orlando, FL | Landscape Architect

Seminole County Trail System Master Plan*
Seminole County, FL | Project Manager

SODO O-Line Greenway Master Plan and Conceptual Design*
Orlando, FL | Project Manager

DSNID Complete Streets Master Plan*
Orlando, FL | Landscape Architect

**Experience Prior To Joining LandDesign*

EDUCATION
Master of Science, Landscape Architecture, University of Wisconsin (2008)

Bachelor of Science, Landscape Architecture, University of Kentucky (2004)

LICENSING/CERTIFICATIONS
Professional Landscape Architect - FL: LA6667316, KY: 798, WV: 411, TN: 1275

LEED Accredited Professional

AFFILIATIONS
American Society of Landscape Architects (ASLA)

Florida Recreation and Park Association (FRPA)

Congress for New Urbanism (CNU)

SPEAKING ENGAGEMENTS
Presenter, Designing Streets for People: Complete Street Strategies and Streetscape Strategies, Florida ASLA Annual Conference (2022)

Presenter, Reimagining Public Engagement: Strategies For Community Input, Florida ASLA Annual Conference (2021)

Presenter, Low Impact Development, AIA Orlando (2019)

COMMUNITY LEADERSHIP
Municipal Planning Board, City of Orlando

THREE
STAFF QUALIFICATIONS + EXPERIENCE



Brian Forster, PE

PROJECT ROLE CIVIL ENGINEER
LANDDESIGN

As one of the top engineers in the most competitive markets, Brian brings an excitement and energy that drives innovation and problem-solving across the firm's offices. With over 20 years of experience in the resort and land development field, he guides clients through the entire development process. He understands that for projects to succeed, they must offer a one-of-a-kind experience that draws people again and again. Through his work with numerous high-profile clients, he is continuously encouraging himself and his team to push the boundaries of innovation.

EDUCATION
Bachelor of Science, Civil Engineering, Vanderbilt University (2000)

LICENSING/CERTIFICATIONS
Registered Professional Engineer - FL: 62461

AFFILIATIONS
Themed Entertainment Association (TEA)

Urban Land Institute (ULI)

ACCOLADES
2016, ENR Southeast's 2016 Top 20 Under 40

COMMUNITY LEADERSHIP
Leadership Orlando Class 101

ULI Florida Community Housing Development Council (CHDC)

Estero Town Center
Estero, FL | Project Manager

Grand Lucayan Master Planning
Grand Bahama, Bahamas | Project Executive

Flamingo Crossings Town Center and Pedestrian Bridges (WDI)
Winter Garden, FL | Project Manager

Flamingo Crossings Advent Health OSED
Winter Garden, FL | Project Manager

Haines City 7-Acre Park Recreational Field
Haines City, FL | Project Engineer

Jack Brack Road Extension
Osceola County, FL | Project Executive

Jefferson Lake Howell
Casselberry, FL | Project Manager

Laureate Blvd. Road Extension
Orlando, FL | Project Executive

SeaWorld Aquatica - 2024 Parking Expansion
Orlando, FL | Project Executive

Textile Services Parking Expansion (FAM)
Lake Buena Vista, FL | Project Manager

Baldwin Park Neighborhood Infrastructure Improvements – Units 8-10*
Orlando, FL | Civil Engineer

**Experience Prior To Joining LandDesign*



Mary Sullivan, PE

PROJECT ROLE CIVIL ENGINEER
LANDDESIGN

Mary is a civil engineer passionate about designing public parks and spaces that seamlessly integrate engineering, landscape architecture, and sustainable practices. She focuses on creating functional and engaging environments that enhance the surrounding community. Mary thrives on combining technical expertise with creativity and collaborating with landscape architects to develop innovative designs that balance engineering precision with ecological and aesthetic goals. Dedicated to sustainability, she aims to shape spaces that inspire personal connection, protect the environment, and help build a more resilient future.

EDUCATION
Bachelor of Science, Civil Engineering,
University of Florida (2019)

LICENSING/CERTIFICATIONS
Registered Professional Engineer - FL: PE96848

Collegiate Village UCF Paseo
Orlando, FL | Designer

Brookberry Farms
Winston-Salem, NC | Designer

Mallory Square Master Plan*
Key West, FL | Lead Civil Engineer

The Bay Master Plan Updates*
Sarasota, FL | Lead Civil Engineer

The Bay Phase I*
Sarasota, FL | Lead Civil Engineer

Lake Monona Lakefront Master Plan*
Madison, WI | Lead Civil Engineer

University Lakes Restoration Project*
Baton Rouge, LA | Lead Civil Engineer

**Experience Prior To Joining LandDesign*

THREE
STAFF QUALIFICATIONS + EXPERIENCE



John Ward, AIA

PROJECT ROLE ARCHITECT + PROJECT VISION
COOPER CARRY

John Ward has over 30 years of experience in the design industry orchestrating the development, overall conceptual approach, brand positioning, and project direction for a wide range of national and international projects. In addition to his work on projects, John focuses his efforts on creating strategic relationships with clients and project team members that drive market differentiation. John works closely with Clients in evaluating markets and developing strategies that create unique brand positioning of real estate to maximize value through differentiation in the trade area and increased market demand.

EDUCATION
Bachelor of Arts/Architecture,
Washington University (1977)

LICENSING/CERTIFICATIONS
North Carolina #14663
Colorado #Arc.00404948
Arizona #69235
Missouri #4860
Tennessee #106604

International Market Place Waikiki, HI | Principal + Architect

The Park Miramar Miramar, FL | Principal + Architect

Hawthorn Mall | Vernon Hills, IL | Principal + Architect

Castle Hills Lewisville, TX | Principal + Architect



Adam Burghdoff, PE

PROJECT ROLE TRANSPORTATION PLANNER + ENGINEER
KITTELSON

Adam has served as lead transportation project engineer and planner for numerous transportation-related projects throughout Florida and Louisiana. Through his career he has provided public and private-sector clients with a wide variety of services including design-traffic evaluations, corridor travel-pattern identification, operational analyses, the preparation and/or review of dozens of transportation impact analyses for all phases of development including concurrency applications, developments of regional impact, sector plans, and comprehensive plan amendments. His diverse experience representing public and private clients has allowed him to develop expertise in understanding the big-picture issues affecting all stakeholders involved. It has also built a strong passion for identifying creative solutions to issues encountered such that all parties involved walk away with a level of satisfaction.

EDUCATION
Bachelor of Science, Civil Engineering,
Western Michigan University (2007)

LICENSING/CERTIFICATIONS
Registered Professional Engineer - FL: 73946, LA: 37495, MI: 6201314356

Sunbridge
Orange and Osceola Counties, FL
Principal Transportation Planner

Lake Nona Orlando, FL | Principal Transportation Planner

RoseArts District Orlando, FL | Principal Transportation Planner

EA Hawthorne Alachua County, FL | Principal Transportation Planner



Dale Dowling

PROJECT ROLE PRINCIPAL SCIENTIST
BREEDLOVE, DENNIS, & ASSOCIATES

Dale is a Principal Scientist specializing in Regulatory agency coordination and permitting, wetland delineation, threatened and/or endangered species surveys, including surveys for gopher tortoises (Gopherus polyphemus), implementation and development of mitigation plans including upland and wetland restoration, enhancement, and preservation, field sampling, vegetation and hydrology monitoring, surface water quality monitoring and compliance, groundwater monitoring and compliance, and environmental constraints reviews and land planning support.

Sunbridge NED Osceola County, FL | Project Manager

Winter Haven 933 Acres Polk County, FL | Project Manager

Lee Vista City of Orlando, FL | Project Manager

EDUCATION
Bachelor of Science, Environmental Engineering, University of Central Florida (2006)

LICENSING/CERTIFICATIONS
Gopher Tortoise Authorized Agent, Florida Fish and Wildlife Conservation Commission

Florida Stormwater, Erosion, and Sediment Control Inspector No. 8077

Certificate in Natural Areas Management, Natural Areas Training Academy, UF/IFAS 2023



Karl Pischke

PROJECT ROLE MARKET ANALYST
RCLCO

Karl is a Principal based in RCLCO's Orlando office. He works with a variety of clients to provide strategic guidance for developments ranging from urban high-rise apartments to beachfront condominiums, build-for-rent single-family homes, greenfield master-planned communities, suburban town centers, and everything in between. Additionally. Karl leads the firm's Top-Selling Master-Planned Community (MPC) database, tracking the performance of hundreds of communities throughout the country on a semi-annual basis and publishing the results as part of RCLCO's Advisory.

EDUCATION
Master of Science in Real Estate, University of Florida (2015)

Bachelor of Science in Business Administration, Finance, University of Florida (2015)

Long-Term Planning and Envisioning Work
Jacksonville, FL | Project Manager

Attainable Housing Strategy and Existing Conditions Analysis for Mobile Chamber
Mobile, AL | Project Director

Market Research and Strategic Consulting Services Regarding Demographic, Economic, and Consumer Behavior for Space
Brevard County, FL | Project Manager

Market Analysis for Tropicana Field Master-Planning Services
St. Petersburg, FL | Primary Analyst

THREE
STAFF QUALIFICATIONS + EXPERIENCE



John Hoibraten Jr, LEED AP

PROJECT ROLE COST ESTIMATOR
BLUE CORD

John has more than 25 years relevant knowledge of the construction industry, spanning from construction management of hard bid projects to design-build projects as a project manager. He has been with Blue Cord since 2018 as the Vice President of Construction and the President of the Professional Services Division. John's role in Professional Services includes attending design meetings and providing cost and construction input, providing cost estimates, providing construction narratives, QA/QC of construction documents, providing construction schedule and schedule reviews, submittal reviews and on-site inspections.

EDUCATION
Brevard Community College

Florida Community College of Jacksonville (1997)

LICENSING/CERTIFICATIONS
Certified General Contractor - FL: 1522733

LEED Accredited Professional

SWPPP

Altamonte Springs City Hall + Annex Master Plan Renovation of all Facilities Altamonte Springs, FL | Cost Estimator

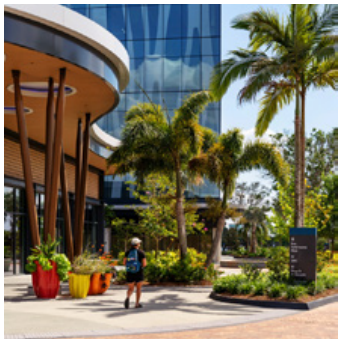
Colonial High School Comprehensive Exterior Renovation
Orange County Public Schools, FL | Cost Estimator

Camping World Stadium Seating + Premium Area Renovation
Orlando, FL | Cost Estimator

SDOC Transportation East – New Bus Facility St. Cloud, FL | Cost Estimator



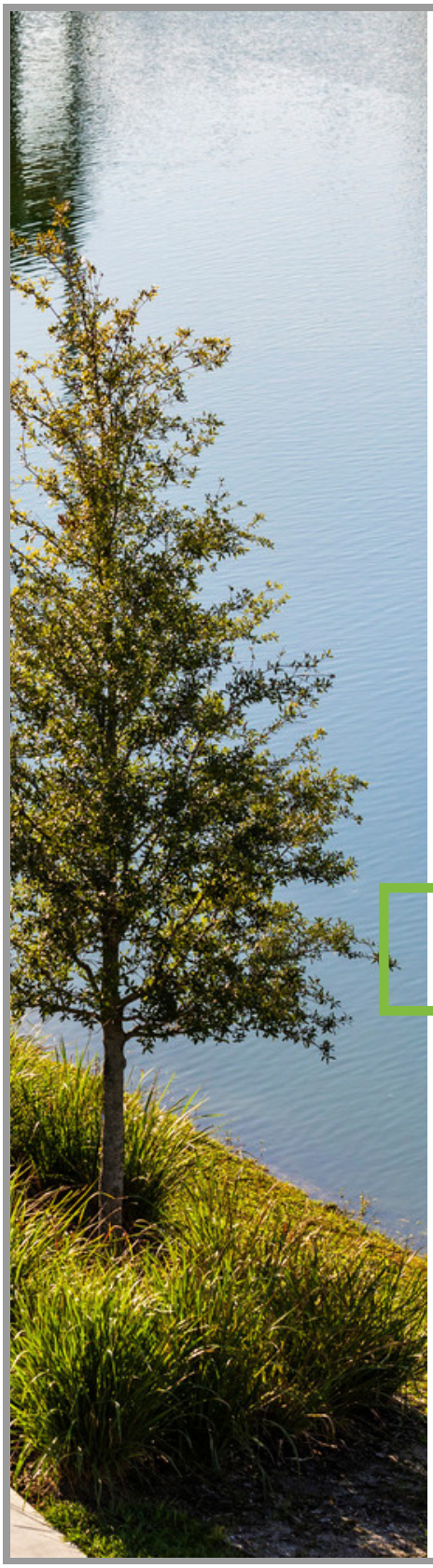





+ CREATING PLACES THAT ENGAGE


MIDTOWN
MIDTOWN
MIDTOWN
MIDTOWN



SECTION FOUR

Project Approach

Midtown Tampa | Tampa, FL

FOUR
PROJECT APPROACH

+ Proposed Approach + Methodology

We're a perfectly balanced team of designers, planners, engineers, and visionaries, equal parts creativity and practicality. Our range of thinking allows us to dream up **ambitious ideas and feasible solutions.**

Project Understanding

LandDesign understands that the Village of Estero's Eco-Historic Planning Study presents a unique opportunity to redefine the identity of a critical 750-acre area along the US 41 corridor. This area, stretching from Estero Parkway to Williams Road, holds immense potential to connect history, nature, and community through thoughtful design. From the historic Koreshan State Park—a site deeply rooted in cultural significance—to the Estero River's ecological treasures, our goal is to create a destination that enriches the lives of residents, supports economic vitality, and preserves the area's unique environmental assets.

At LandDesign, we believe that great design begins with a strong idea informed by deep research and collaboration. Our process focuses on creating a cohesive and actionable master plan that seamlessly integrates public spaces, development, and transportation networks. We will partner with the Village, stakeholders, and the community to develop a forward-thinking vision that captures the soul of Estero and positions it for the future.

Our approach incorporates physical, functional, and social elements that shape a community's experience. We combine the core components of the master plan process with site-specific insights tailored to Estero's goals.



Approach + Methodology

1. Community Engagement and Collaboration

Public engagement is at the heart of our work, ensuring a transparent and inclusive process. We will cultivate meaningful relationships with residents, local businesses, and advocacy groups to ensure the master plan reflects the collective vision of the Village. All community engagement efforts will be conducted in-house by our experienced team, leveraging our proven successes in similar projects across Florida.

Our team has successfully led community engagement efforts as part of public processes in Parkland, the City of Port St. Lucie, and Winter Park. These projects highlight our ability to facilitate meaningful dialogue, build consensus, and translate community input into actionable plans that resonate with stakeholders.

- **Tailored Outreach:** Host workshops at key community locations, such as the Estero Recreation Center, public parks, and other important community hubs such as the Estero Community Park, Coconut Point green spaces, and Riverside Park, to foster inclusivity.
- **Local Partners:** Engage with organizations such as the Estero Historical Society, the Friends of Koreshan State Park, and local businesses like Estero River Outfitters and Miromar Outlets, ensuring their perspectives are included.
- **One-on-One Council Member Interviews (if preferred):** Our team is prepared to conduct one-on-one interviews with council members since Florida's Government-in-the-Sunshine Law requires public discussions involving two or more council members to be open to the public, in case the council member interaction with our team prefers to remain private, in lieu of a public workshop.
- **Virtual Participation:** Implement interactive online tools, surveys, and digital forums to include seasonal residents.
- **Accessible Communication:** Provide bilingual meeting materials, particularly in Spanish, to reach a broader audience.

If specific needs arise during early meetings that require additional support, we have trusted partners, utilized successfully in the past, ready to provide supplemental expertise in community engagement or other areas as necessary. This flexibility ensures we can adapt to the Village's needs while maintaining the high quality of our work.

2. Resilience and Sustainability

Our framework for resilience considers Estero's susceptibility to flooding and storm surge, particularly in the wake of Hurricane Ian. Our design recommendations will enhance the Village's ecological systems and reinforce its natural defenses.

- **Low-Impact Design (LID):** Implement swales, permeable pavements, and bioswales to manage stormwater and reduce flooding.
- **Stormwater Solutions:** Design interventions that improve drainage patterns along the Estero River, emphasizing natural water flow restoration.
- **Historical Preservation:** Identify adaptive reuse opportunities for culturally significant structures.
- **Ecological Conservation:** Protect and enhance wildlife corridors, wetlands, and flood-prone areas.

3. Data-Driven Insights to Inform Big Ideas

We rely on comprehensive research and data to inform evidence-based recommendations:

- **Land Use and Zoning:** Evaluate current zoning codes and identify opportunities to refine regulations that support cohesive development.
- **Economic Growth Potential:** Collaborate with market analysis experts to assess commercial demand and identify catalytic redevelopment sites.
- **Ecological Mapping:** Identify and map environmentally sensitive areas, including wetlands, wildlife habitats, and key locations such as the Estero River corridor, Koreshan State Park, and surrounding wetlands near Coconut Road and Spring Creek, to ensure ecological preservation.
- **Historical Context:** Work closely with cultural consultants to document significant historical assets within the study area and propose preservation initiatives. This includes highlighting key historical sites such as the preserved structures and grounds at Koreshan State Park, the original Estero Post Office, and the historic riverfront buildings that reflect the area's heritage. These assets tell a story of Estero's early community development and connection to its waterways, providing a narrative that will guide our preservation approach while integrating history into the broader master plan.

4. Creating an Implementable Vision

Our community-driven design vision will align aspirations with actionable strategies. Key elements include:

- **Corridor Activation:** Create safe and vibrant pedestrian-friendly connections along US 41, linking Koreshan State Park to commercial and civic hubs.
- **Recreation and Public Spaces:** Develop new community gathering spaces, such as riverfront trails, that blend recreational use with ecological education.
- **Streetscape and Aesthetics:** Establish a unified streetscape design with wayfinding elements, native plantings, and signature public art installations.

5. Phased Implementation Plan

Our phased approach will provide actionable steps and timelines:

- **Quick Wins (First 100 Days):** Identify low-cost improvements, such as signage updates and community events, to build momentum.
- **Catalytic Site Development:** Present concept designs for 2-3 key sites that can anchor redevelopment efforts.
- **10-Year Roadmap:** Provide a comprehensive implementation schedule with detailed timelines, budget estimates, and funding sources.



Project Cost Control

We will implement a comprehensive cost management strategy to maintain transparency and cost-efficiency throughout the development of the master plan:

1. **Transparent Reporting:** Provide regular updates to the Village of Estero detailing budget status, resource allocation, and progress reports for each phase of the master plan development.
2. **Resource Optimization:** Assign roles and responsibilities within the team to ensure efficient use of hours and resources while preventing scope creep.
3. **Proactive Budget Monitoring:** Track team hours and project expenses, holding internal check-ins to ensure activities remain within the agreed scope.
4. **Cost-Effective Solutions:** Prioritize efforts and deliverables to achieve milestones without unnecessary expenses, while maintaining a high-quality process.
5. **Scope Management:** Collaborate with the Village to promptly address potential changes in scope, ensuring budget adjustments are agreed upon in advance.

+ Scope of Service Fees

TASK 1.	**KICK-OFF MEETING**	$34,500
TASK 2.	**VILLAGE COUNCIL WORKSHOP**	$42,500
TASK 3.	**PLANNING, ZONING, AND DESIGN BOARD MEETING PRESENTATION**	$24,000
TASK 4.	**PUBLIC OUTREACH MEETING #1**	$31,500
TASK 5.	**EXISTING CONDITIONS AND USE ANALYSES**	$84,000
TASK 6.	**LAND DEVELOPMENT AND GAP ANALYSIS**	$63,000
TASK 7.	**PLANNING, ZONING, AND DESIGN BOARD MEETING PRESENTATION #2**	$24,000
TASK 8.	**PUBLIC OUTREACH MEETING #2**	$31,500
TASK 9.	**PRODUCE MASTER PLAN**	$95,000
	TOTAL	**$430,000**

FOUR
PROJECT APPROACH

+ Proposed Work Schedule

Pre-GMP phases in this context are understood as the planning, analysis, and design work leading up to the point where cost projections and implementation strategies are finalized. Post-GMP phases refer to the refinement of deliverables and finalization of the master plan, ensuring alignment with cost estimates and preparing for future implementation.

A PRE-GMP PHASES

Planning, Analysis, and Design

The following tasks correspond to the initial planning and data-gathering stages:

+ TASK 1: Kick-Off Meeting

Introduction of project goals, schedule, and milestones.

+ TASK 2: Village Council Workshop

Engage the Village Council to confirm priorities and gather input.

+ TASK 3: Planning, Zoning, and Design Board Meeting Presentation #1

Provide an overview to the board and capture public comments.

+ TASK 4: Public Outreach Meeting #1

First public meeting to gather feedback and prioritize areas of concern.

+ TASK 5: Existing Conditions and Use Analyses

Conduct research to evaluate infrastructure, land use, and vulnerabilities.

+ TASK 6: Land Development and Gap Analysis

Analyze infrastructure needs, land availability, and develop zoning overlay recommendations.

B POST-GMP PHASES

Refinement and Finalization

The following tasks correspond to the review, refinement, and finalization of the master plan:

+ TASK 7: Planning, Zoning, and Design Board Meeting Presentation #2

Present results of the analysis and the preliminary master plan.

+ TASK 8: Public Outreach Meeting #2

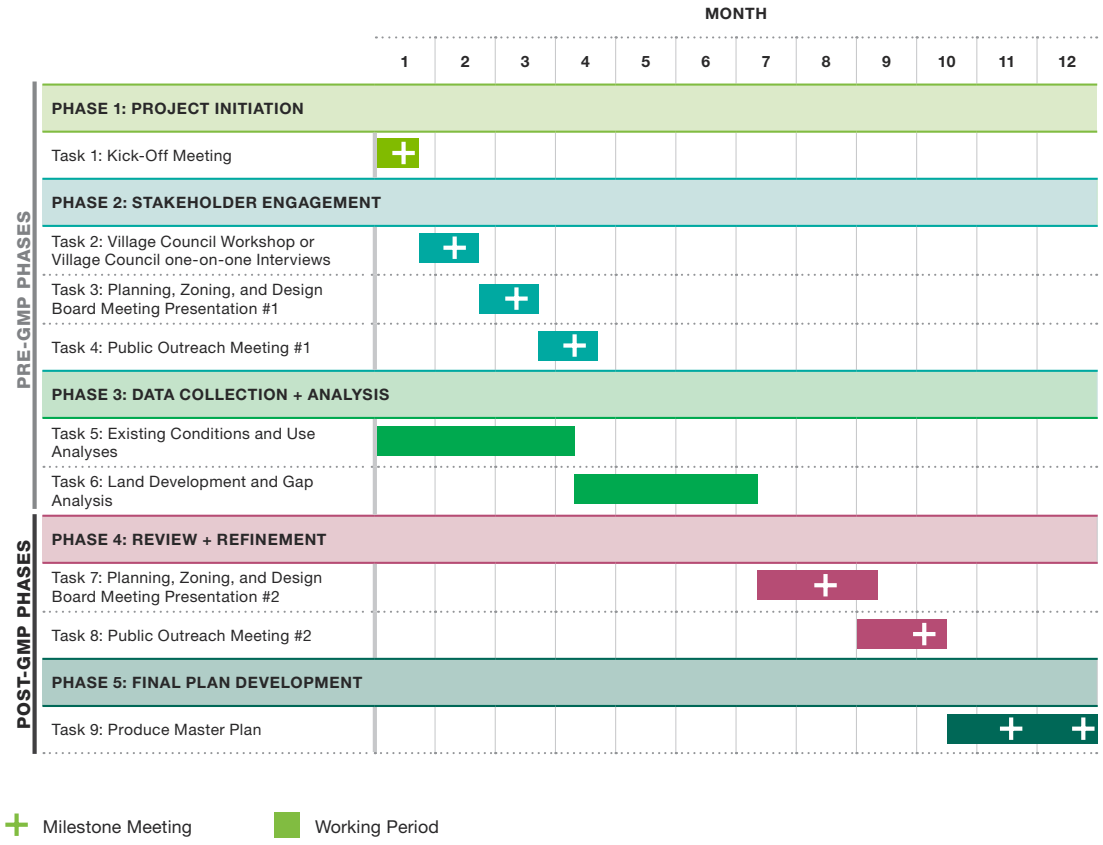
Collect feedback on the draft master plan vision and focus areas.

+ TASK 9: Produce Master Plan

Finalize the master plan document and present it to the Village Council for approval.



Proposed Schedule



FOUR
PROJECT APPROACH

+ Schedule Control

To ensure we adhere to the schedule and deliver a timely, high-quality master plan, our approach to schedule control includes the following elements:

1. SUBCONTRACTOR COORDINATION

Bi-weekly progress meetings and coordination sessions to maintain alignment among all team members and stakeholders.

2. MILESTONE TRACKING

Develop and maintain a detailed Gantt chart with progress indicators to monitor and track milestone achievements and phase completion. This chart will be updated regularly and shared with the Village to ensure transparency.

3. PROACTIVE ADJUSTMENTS

Implement a proactive risk management strategy, including contingency plans to address unforeseen delays, ensuring that the project remains on track despite potential challenges.

4. WEEKLY PROGRESS REPORTS

Provide weekly progress reports summarizing completed activities, upcoming tasks, potential risks, and schedule adjustments. These reports will ensure the Village is informed at every stage.

5. STAKEHOLDER COMMUNICATION

Schedule regular touchpoints with key stakeholders, such as Village staff and community representatives, to align expectations and identify any required adjustments early.

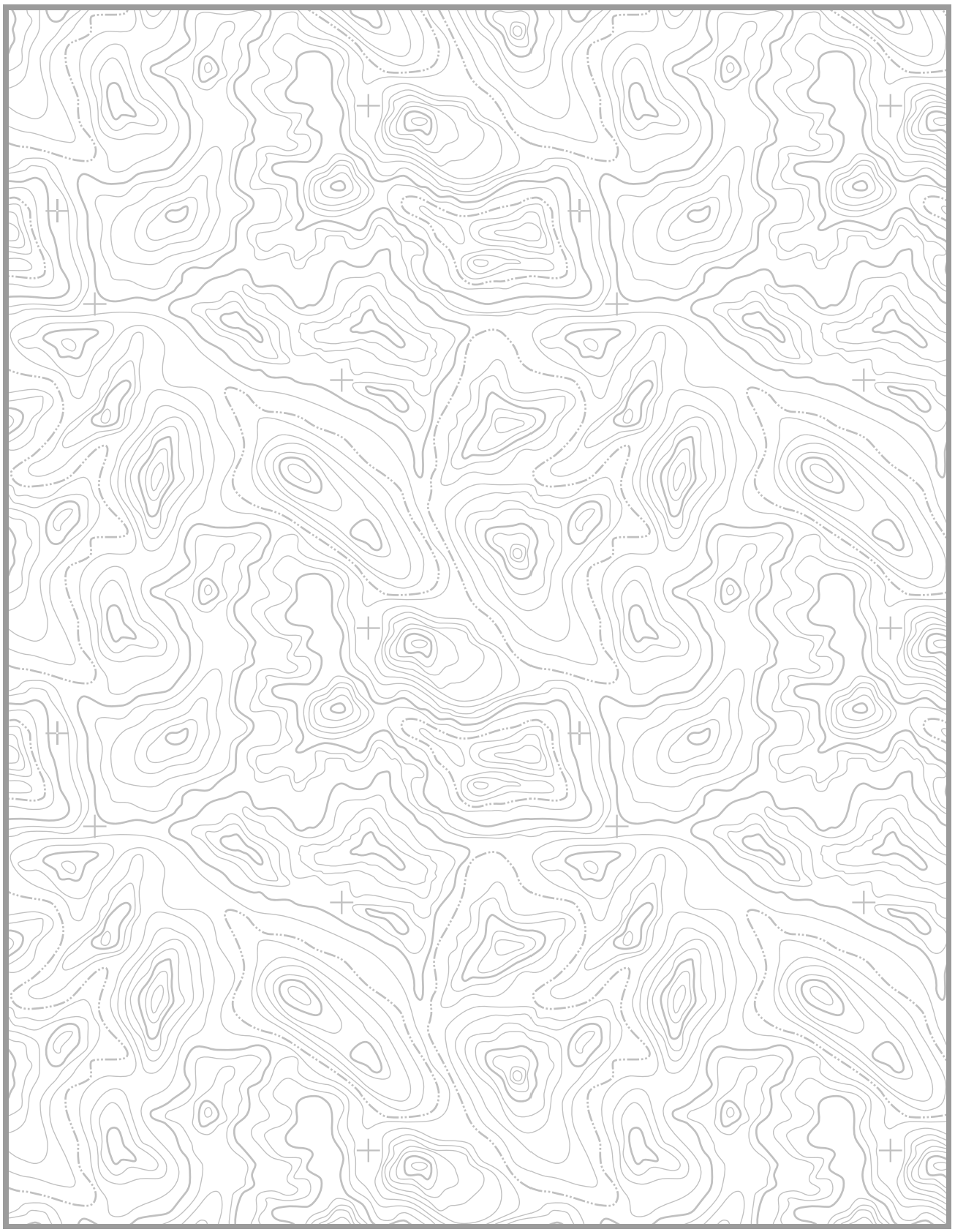
6. TASK PRIORITIZATION

Prioritize critical tasks to maintain the project's momentum and ensure dependencies are managed effectively, minimizing bottlenecks.

7. RESOURCE ALLOCATION MONITORING

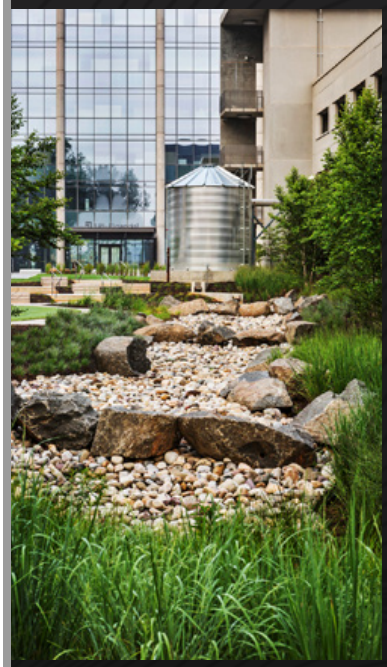
Continuously monitor resource allocation to ensure team members are optimally assigned and resources are used efficiently, avoiding unnecessary delays.

By implementing these robust schedule control measures, we will ensure a transparent, efficient, and adaptable process that meets project deadlines and maintains high-quality deliverables.



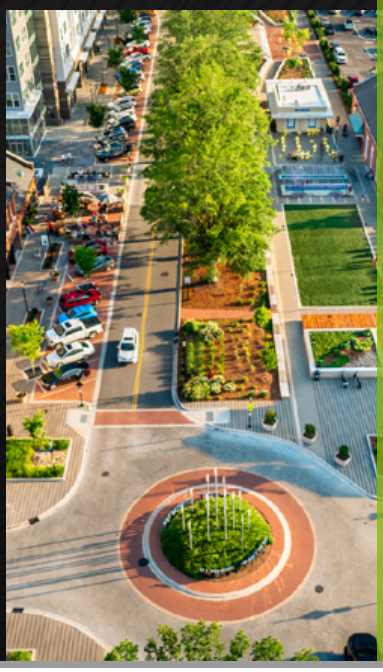












LandDesign

CHAD KOVALESKI, PLA

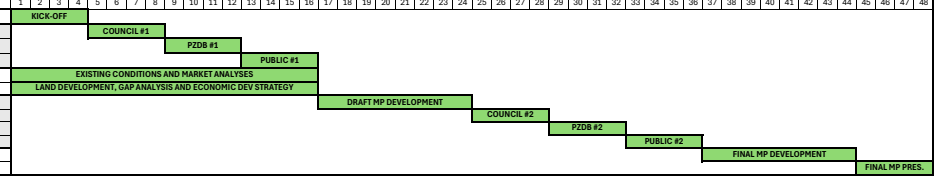
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Orlando, FL 32801

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SCOPE OF SERVICES PHASE	LD ACCOUNTING PHASE	TASKS
1 - PROJECT INITIATION	100	KICK-OFF MEETING
2 - STAKEHOLDER ENGAGEMENT	101	ONE-ON-ONE INTERVIEWS WITH VILLAGE COUNCIL MEMBERS
		PLANNING, ZONING, AND DESIGN BOARD MEETING PRESENTATION #1
		PUBLIC OUTREACH MEETING #1
3 - DATA COLLECTION AND ANALYSIS	102	EXISTING CONDITIONS AND MARKET DEMAND ANALYSES
		LAND DEVELOPMENT, GAP ANALYSIS, AND ECONOMIC DEVELOPMENT STRATEGY
4 - DRAFT MP DEVELOPMENT AND REVIEW	103	DRAFT MASTER PLAN DEVELOPMENT
		SECOND ROUND OF ONE-ON-ONE MEETINGS WITH VILLAGE COUNCIL MEMBERS (REVIEW OF DRAFT MP)
		PLANNING, ZONING, AND DESIGN BOARD MEETING PRESENTATION #2
		PUBLIC OUTREACH MEETING #2
5 - FINAL MP DEVELOPMENT	104	FINAL MASTER PLAN DEVELOPMENT
		FINAL MASTER PLAN PRESENTATIONS TO VILLAGE STAFF AND CITY COUNCIL

SCHEDULE

Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8				Month 9				Month 10				Month 11				Month 12			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Landscaping, Mowing, & Irrigation Services Purchase Order

Motion to approve award purchase order 25036 for landscaping, mowing and irrigation services along Village roadways to P & T Lawn & Tractor, for an amount not to exceed $2,896,517 annually.

Approve a $200,000 Contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the purchase order and other additional implementing documents on behalf of the Village of Estero Council.

Background:

On February 28th, 2025, the Village issued an Invitation to Bid (ITB 101025) for landscaping, mowing and irrigation services, with a closing date of March 31st 2025. The ITB sought bids for nine separate geographic areas in the Village and indicated that the Village reserved the right to make multiple awards depending on which bidders were lowest for each area. The Village received four bids:

- Lucky Landscaping, Inc.
- Mainscape Inc.
- P & T Lawn and Tractor Service, Inc.
- Superior Landscaping & Lawn Service Inc.

The award process for the ITB process is to make an award to the lowest, responsive, responsible bidder(s). After the bids in this case were opened, the Procurement Manager reviewed the bids for responsiveness, responsibility, and price, and determined that the bids from Lucky Landscaping, Inc. and Superior Landscaping & Lawn Service were non-responsive (meaning they failed in some way to provide the basic information sought in the solicitation).

The two remaining bidders who were found to be responsive and responsible had low bids in some areas. At April 16, 2025, Council Meeting, Village Council awarded portions of the work to Mainscape and P&T.

On April 18, 2025, the Procurement Manager was notified by Mainscape of an error they made in their bid submission pricing on Section 3 (US 41 Medians) of their submission. The Contractor indicated they properly bid the mowing areas of this section, which is in front of Walmart, but missed the median landscaping areas which is a significant part of the section that covers the entire length of US 41 within the Village boundaries. They attempted to modify their pricing which Vendors cannot alter or change bid prices after submission. As a result, Mainscape withdrew their bid they submitted to the Village.

With Mainscape withdrawing from the bid P & T Lawn and Tractor was determined to be the lowest, responsive, responsible bidder with a total bid of $2,896,517.52.

While the Village develops stand-alone contracts for more complex, costly, or unique service or commodity acquisitions, for relatively common services or commodities where the work performed or commodities ordered are recurring over the relevant award period, the award will be by issuance of a Purchase Order through which invoices may be submitted and paid. The Purchase Orders will not have a term, but rather services may be terminated by either party at any time.

Pursuant to § 2-174(b), Village Council must approve all Category Three awards ($75,000 or greater). Therefore, staff is requesting approval of the awards so Purchase Orders may be issued.

Action Requested:

Motion to approve award purchase order 25036 for landscaping, mowing and irrigation services along Village roadways to P & T Lawn & Tractor, for an amount not to exceed $2,896,517 annually.

Approve a $200,000 Contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the purchase order and other additional implementing documents on behalf of the Village of Estero Council.

Process and Timeline:

Upon Village Council approval, staff will issue corresponding Purchase Orders, with services to commence immediately.

Financial Impact:

The yearly cumulative expense for the awarded vendor is a not-to-exceed amount of $2,896,517. Immediate costs incurred are $1,289,348 per year. Additional landscape maintenance costs will be incurred as the construction of additional landscape projects are completed.

Prepared by: Steve Gillette

Attachments:

1. ITB 101025 Tabulation Sheet
2. Purchase Order 25036

Event Number	101025 Addendum 1	**Organization**	Village of Estero	**Lucky Landscaping LLC**		**Mainscape, Inc.**		**P & T Lawn and Tractor Service, Inc.**		**Superior Landscaping & Lawn**	
Event Title	Landscaping, Mowing, and Irrigation Services	**Workgroup**	Purchasing	**Total Price**	**$2,059,017.43**	**Total Price**	**$2,258,601.07**	**Total Price**	**$2,896,517.52**	**Total Price**	**$3,794,047.00**
Event Description		**Event Owner**	Steve Gillette								
					Non-Responsive Submission- Vendor did not submit required submission narrative which included references, MOT		Withdrew Bid				Non-Responsive Submission_ Failed to provide feedback on past performance on Village
Event Type	ITB	**Email**									
Issue Date	2/28/2025 08:00:01 AM (ET)	**Phone**									
Close Date	3/31/2025 11:00:00 AM (ET)	**Fax**		**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	**Mowing ServicesMowing frequency required twice a monthSee Mowing Map in Bid Attachments**			$152,400.00	$152,400.00	$192,064.80	$192,064.80	**$134,609.52**	$134,609.52	$283,200.00	$283,200.00
1.1	Armada CourtFrom: Broadway Avenue To: South End of RoadMowing West Side of Road	24	EA	$325.00		**$119.01**		$341.25		$490.00	
1.2	Broadway Avenue WestFrom: South Tamiami Trail (US-41) To: ArmadaMowing North Side of RoadFrom: South Tamiami Trail (US-41) To: Pine Tree LaneMowing South Side of Road	24	EA	**$325.00**		$883.82		$341.25		$490.00	
1.3	Broadway Avenue EastFrom: South Tamiami Trail (US-41) To: East End of RoadMowing North Side of Road & South Side of Road	24	EA	**$325.00**		$457.52		$341.25		$490.00	
1.4	Coconut RoadFrom: Coconut Shores Dr to Via VientoMowing North Side of Road	24	EA	**$150.00**		$266.81		$170.62		$490.00	
1.5	Coconut RoadFrom: South Tamiami Trail (US-41) To: North Commons DriveMowing South Side of Road	24	EA	$150.00		**$127.79**		$170.62		$490.00	
1.6	Coralee AvenueFrom: River Ranch To: West end of RoadMowing North Side Road & South Side of Road	24	EA	$300.00		**$91.70**		$341.25		$490.00	
1.7	County RoadFrom: South Tamiami Trail (US-41) To: Highlands AvenueMowing South Side of Road	24	EA	$300.00		**$54.63**		$341.25		$490.00	
1.8	Highlands AvenueFrom: Broadway Avenue East To: County RoadMowing West Side of Road & East Side of Road	24	EA	$300.00		**$198.03**		$341.25		$490.00	
1.9	River Ranch RoadFrom: Corkscrew Road To: Williams RoadMowing West Side of Road & East Side of Road	24	EA	$350.00		**$335.58**		$526.25		$490.00	
1.10	Sandy LaneFrom: Corkscrew Road To: Broadway Avenue EastMowing West Side of Road & East Side of Road	24	EA	**$325.00**		$655.55		$441.25		$490.00	
1.11	See See Street (Center of Cul De Sac)North end of Road	24	EA	$300.00		**$18.54**		$341.25		$490.00	
1.12	Trailside DriveFrom: South Tamiami Trail (US-41) To: South Tamiami Trail (US-41)Mowing North Side of Road	24	EA	$300.00		**$187.90**		$341.25		$490.00	
1.13	Via Coconut Point (including Roundabout)From: Corkscrew Road To: South End of RoadMowing West Side of Road & East Side of Road & Median(Exclude median at Genova and Reserve)Pelican Colony Blvd.See Map Pelican Colony in Bid Attachments for line 1.13 Mowing Area	24	EA	$750.00		$2,194.93		**$341.25**		$1,900.00	
1.14	Williams RoadFrom: Three Oaks Parkway To: Kings RoadMowing South Side of Road & Median	24	EA	$175.00		$685.79		**$170.62**		$490.00	
1.15	Williams RoadFrom: Three Oaks Parkway To: S Tamiami Trail (US-41)Mowing North Side of Road & Median	24	EA	$175.00		$701.40		**$170.62**		$490.00	
1.16	20721 Highlands Avenue	24	EA	$175.00		**$45.85**		$162.50		$490.00	
1.17	River Oaks PreserveSee Map River Oaks Preserve in Bid Attachments for line 1.17 Mowing Area	24	EA	$300.00		**$91.70**		$145.00		$490.00	
1.18	Everblades ParkwayFrom: Ben Hill Griffin To: Ben Hill GriffinMowing North Side of Road & South Side of Road & West Side of Road & East Side of Road & Median	24	EA	$375.00		$515.07		**$145.00**		$490.00	
1.19	Highland OaksFrom: Miromar Outlet Blvd To: Everblades ParkwayMowing West Side of Road & East Side of Road	24	EA	$300.00		**$63.90**		$145.00		$490.00	
1.20	Tiburon WayFrom: Tidewater Key Blvd To: Everblades PkwyMowing West Side of Road & East Side of Road	24	EA	$325.00		**$63.90**		$145.00		$490.00	
1.21	Hertz Arena PondSee Map Hertz Arena Pond in Bid Attachments for line 1.21 Mowing Area	24	EA	$325.00		$243.88		**$145.00**		$590.00	
2	**Estero Parkway Landscape Maintenance (US 41 to Three Oaks Parkway)See Map EsteroParkway-IrrigationPlans in Bid AttachmentsSee Map EsteroParkway-LandscapePlans in Bid Attachments**			**$474,857.42**	$474,857.42	$542,480.85	$542,480.85	$797,398.00	$797,398.00	$820,419.00	$820,419.00
2.1	Landscape Maintenance (Shrubs, Mowing, Edging, Trimming) performed weekly.	12	Month	**$20,275.25**		$21,369.00		$25,680.00		$31,195.00	
2.2	Tree Trimming Per Tree (416 trees once per year)	416	EA	**$16.37**		$33.33		$43.00		$44.00	
2.3	Palm Pruning Per Tree (679 trees once per year)	679	EA	**$18.00**		$29.33		$45.00		$34.00	
2.4	Mulching-Shredded Bark (Furnish & Install) 1,875 CY x 2 Events per year	3750	CY	**$47.25**		$53.45		$90.00		$87.00	
2.5	Mulching-Pine Straw (Furnish & Install) 500 CY x 2 Events per year	1000	CY	**$14.85**		$22.53		$24.00		$36.00	
2.7	Routine Irrigation Maintenance	12	Month	**$1,700.00**		$2,435.00		$6,600.00		$3,532.00	
2.8	Labor for repairs outside of routine irrigation maintenance such as vehicle damage, rodents, and foot traffic.	1	Hr.	$85.00		$85.00		$95.00		**$55.00**	
3	**US 41 Medians/Roadside Landscape MaintenanceSee Map US-41 Mowing Maintenance in Bid Attachments (2 pages)See Map US-41 Landscape & IrrigationPlans in Bid AttachmentsSee Map US-41 N Roadside Landsca**			**$61,371.64**	$61,371.64	$100,425.78	$100,425.78	$351,341.00	$351,341.00	$480,981.00	$480,981.00
3.1	Landscape Maintenance & Monument Signs (Shrubs, Mowing, Edging, Trimming) performed weekly.	12	Month	**$1,558.00**		$2,969.00		$20,560.00		$29,293.00	
3.2	Tree Trimming (72 Trees once per year)	72	EA	**$16.37**		$33.33		$43.00		$54.00	
3.3	Palm Pruning (94 Trees once per year)	94	EA	**$18.00**		$29.33		$45.00		$41.00	
3.4	Mulching-Pine Straw (Furnish & Install) 1200 CY x 2 Events per year	2400	CY	**$14.85**		$22.53		$24.00		$40.00	
3.6	Routine Irrigation Maintenance	12	Month	**$360.00**		$457.00		$3,300.00		$2,139.00	
3.7	Labor for repairs outside of routine irrigation maintenance such as vehicle damage, rodents, and foot traffic.	1	Hr.	$85.00		$85.00		$95.00		**$55.00**	
4	**Corkscrew Rd Landscape Maintenance (Corkscrew Woodlands to Ben Hill Griffin)See Map with Description Package 4 in Bid AttachmentsThis landscape maintenance expected to start late 2027.**			$208,125.19	$208,125.19	$98,187.99	$98,187.99	**$44,057.00**	$44,057.00	$184,072.00	$184,072.00
4.1	Landscape Maintenance (Mowing, Shrubs, Edging, Trimming) performed weekly.	12	Month	$15,206.44		$5,855.00		**$750.00**		$11,847.00	
4.2	Tree Trimming Per Tree (33 trees once per Year)	33	EA	**$16.37**		$33.33		$43.00		$47.00	
4.3	Palm Trimming Per Tree (27 trees once per Year)	27	EA	**$18.00**		$32.00		$45.00		$38.00	
4.4	Mulching-Pine Straw (Furnish & Install) 311 CY x 2 Events per year	622	CY	**$14.85**		$24.05		$24.00		$42.00	
4.6	Routine Irrigation Maintenance	12	Month	$1,275.00		**$910.00**		$1,450.00		$1,096.00	
4.7	Labor for repairs outside of routine irrigation maintenance such as vehicle damage, rodents, and foot traffic.	1	Hr.	$85.00		$85.00		$95.00		**$55.00**	
5	**Corkscrew Rd Landscape Maintenance(Ben Hill Griffin Parkway to East Village Boundary)See Map with Description Package 5 in Bid AttachmentsThis landscape maintenance expected to start late 2027**			**$673,585.91**	$673,585.91	$789,553.75	$789,553.75	$1,166,446.00	$1,166,446.00	$1,023,786.00	$1,023,786.00
5.1	Landscape Maintenance (Mowing, Shrubs, Edging, Trimming) performed weekly.	12	Month	**$30,412.88**		$34,138.00		$45,653.00		$36,537.00	
5.2	Tree Trimming Per Tree (605 trees once per Year)	605	EA	**$16.37**		$33.33		$43.00		$43.00	
5.3	Palm Pruning Per Tree (396 trees once per Year)	396	EA	**$18.00**		$32.00		$45.00		$33.00	
5.4	Mulching-Shredded Bark (Furnish & Install) 2,310 CY x 2 Events per year	4620	CY	**$47.25**		$53.45		$90.00		$86.00	
5.5	Mulching-Pine Straw (Furnish & Install) 1435 CY x 2 Events per year	2870	CY	**$14.85**		$22.53		$24.00		$36.00	
5.7	Routine Irrigation Maintenance	12	Month	**$2,550.00**		$2,948.00		$7,500.00		$3,797.00	
5.8	Labor for repairs outside of routine irrigation maintenance such as vehicle damage, rodents, and foot traffic.	1	Hr.	$85.00		$85.00		$95.00		**$55.00**	
6	**I-75 Interchange Landscape MaintenanceSee Map with Description Name Package 6 in Bid AttachmentsThis landscape maintenance expected to start early 2026**			$285,145.57	$285,145.57	$291,216.13	$291,216.13	**$250,133.00**	$250,133.00	$516,583.00	$516,583.00
6.1	Landscape Maintenance (Mowing, Shrubs, Edging, Trimming) performed weekly.	12	Month	$15,500.00		$14,473.00		**$4,500.00**		$27,900.00	
6.2	Tree Trimming Per Tree (111 trees once per Year)	111	EA	**$16.37**		$33.33		$43.00		$75.00	
6.3	Palm Pruning Per Tree (257 trees once per Year)	257	EA	**$18.00**		$32.00		$45.00		$35.00	
6.4	Mulching-Shredded Bark (Furnish & Install) 815 CY x 2 Events per year	1630	CY	**$47.25**		$53.45		$90.00		$86.00	
6.6	Routine Irrigation Maintenance	12	Month	**$1,900.00**		$1,534.00		$2,750.00		$2,019.00	
6.7	Labor for repairs outside of routine irrigation maintenance such as vehicle damage, rodents, and foot traffic.	1	Hr.	$85.00		$85.00		$95.00		**$55.00**	
7	**Ben Hill Griffin Landscape Maintenance(Corkscrew Rd to Estero Parkway)See Map with Description Package 7 in Bid AttachmentsThis landscape maintenance expected to start mid 2027**			$193,126.70	$193,126.70	$205,483.77	$205,483.77	**$146,308.00**	$146,308.00	$432,266.00	$432,266.00
7.1	Landscape Maintenance (Mowing, Shrubs, Edging, Trimming) performed weekly.	12	Month	$10,200.00		$9,696.00		**$1,125.00**		$23,767.00	
7.2	Tree Trimming Per Tree (50 trees once per Year)	50	EA	**$16.37**		$33.33		$43.00		$52.00	
7.3	Palm Pruning Per Tree (7 trees once per Year)	7	EA	**$18.00**		$33.33		$45.00		$37.00	
7.4	Mulching-Shredded Bark (Furnish & Install) 458 CY x 2 Events per year	916	CY	**$47.25**		$53.45		$90.00		$88.00	
7.5	Mulching-Pine Straw (Furnish & Install) 546 CY x 2 Events per year	1092	CY	**$14.85**		$22.53		$24.00		$36.00	
7.7	Routine Irrigation Maintenance	12	Month	**$850.00**		$1,132.00		$1,800.00		$2,019.00	
7.8	Labor for repairs outside of routine irrigation maintenance such as vehicle damage, rodents, and foot traffic.	1	Hr.	$85.00		$85.00		$95.00		**$55.00**	
8	**Three Oaks Parkway & Imperial Parkway Monument Signs Landscape MaintenanceLandscape Maintenance shall include Shrubs, Mowing, Edging, Trimming, wet checks, and routine irrigation maintenance performed**			$10,200.00	$10,200.00	$39,048.00	$39,048.00	**$6,000.00**	$6,000.00	$52,440.00	$52,440.00
8.1	Monument located at Imperial Parkway	12	Month	$425.00		$1,627.00		**$250.00**		$2,185.00	
8.2	Monument located at Three Oaks Parkway	12	Month	$425.00		$1,627.00		**$250.00**		$2,185.00	
9	**Post Storm Debris Clean-Up ServicesFollowing a storm event, the Village's awarded contractor will remove bulk piles of debris from the roadside. Please bid your hourly rate to clean up areas where the debris piles wi**			$205.00	$205.00	**$140.00**	$140.00	$225.00	$225.00	$300.00	$300.00
9.1	Truck/Operator	1	Hr.	$115.00		**$85.00**		$150.00		$225.00	
9.2	Additional Crew Member	1	Hr.	$90.00		**$55.00**		$75.00		$75.00	

Village of Estero

Purchase Order

Billing address:
9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928-6275
(239) 221-5035

Shipping address:
9401 Corkscrew Palms Circle Suite 101
Estero, FL 33928

Vendor Name:	**P & T Lawn & Tractor**	**Purchase Order Number:**	**25036**
		Quote/Bid Date	2/28/2025
Vendor Address:	**15980 Old Olga Road** **Alva, FL 33920**	Date Ordered:	5/7/2025
Vendor Phone:		Payment Terms: Net 30 days from receipt of invoice	
Vendor Fax:		Ship Via	
Vendor Contact:		☐ UPS ☐ Fed-X ☐ P/U ☐ Other	

Reason for Purchase **Landscaping, Mowing, and Irrigation Services**

Accounting Code:	Qty:	Unit:	Description:	Unit Price:	Extended Price:
	1	Year	Award of all sections 1-9 from ITB 101025 Addendum 1	$2,896,517.52	$ 2,896,517.52
					$ -
			*section 7 scheduled for 2026		$ -
			*section 4, 5 & 6 schedule for 2027		$ -
					$ -
					$ -
			Services scheduled to begin immediately		$ -
					$ -
					$ -
					$ -
				Total:	$ 2,896,517.52

Florida Sales Tax Exempt #: 85-8016684668C-2

Additional Terms:
Attached Terms and Conditions become binding on this Order
This order subject to all terms and conditions included ITB 101025 Addendum 1.
PO Number must be on all invoices

Requested By: Public Works Department

Village Manager Signature: _____ Date: _____

Steve Sarkozy

TERMS AND CONDITIONS

1. PURCHASE ORDER AND PART NUMBER. Village of Estero (Buyer) Purchase Order numbers must appear on all invoices and packing lists. Purchase Order numbers must show on all Bills of Lading, cartons, containers, etc.

2. PRICE. This order is not to be filled at a higher price than last charged or quoted unless so authorized in writing by the Village of Estero Procurement Office.

3. INSPECTION. All materials ordered are subject to inspection and test by Buyer. Buyer shall have the right to reject or to require correction of material found not to conform to this purchase order. At Buyer's option, rejected material will be held for Seller's instruction and at Seller's risk or returned at Seller's expense. Payment for material prior to inspection shall not constitute Buyer's acceptance.

4. ENTIRE CONTRACT. The terms and conditions stated herein shall constitute the entire contract between Buyer and Seller and no agreement or other understanding in any way modifying the same will be binding unless made in writing and signed by a duly authorized representative of Buyer. This PO is governed by Buyer's Procurement Code which Seller is obligated to review and understand. If this PO results from an ITB or other formal solicitation of Buyer, Buyer's solicitation documents, as well as Seller's resulting bid or response, are incorporated into this PO by reference with the Buyer's documents having precedence over Seller's bid or response.

5. ACCEPTANCE. Acceptance is limited to the provisions set forth in this order including these terms and conditions and those on the face hereof or incorporated herein by reference. Seller's performance of any work or shipment of any materials covered by this order, without having received Buyer's express written assent to a modification of or addition to the terms hereof shall constitute Seller's acceptance of these terms despite any language to the contrary in Seller's quotation, acknowledgement, confirmation or other communication made in response to this order, and such action by Seller shall constitute a waiver of any such language. Buyer's silence or acceptance of any work performed, or materials shipped shall in no event be deemed Buyer's acceptance of any terms contained in Seller's quotation, acknowledgement, confirmation or other communication received from Seller which are different from or in addition to the terms hereof.

6. DELIVERY. Time is of the essence in the filling of this order. No delays in shipment of material or rendition of services will be permitted except as authorized by Buyer in writing. Please notify Buyer at once of anticipated delay. Excessive or unusual transportation charges caused by Seller's inability to deliver by specified date and in specified quantities shall be charged back to Seller. Right is reserved to cancel this order if the foregoing is not compiled with. In the event of cancellation pursuant to this clause, Buyer may procure similar articles or services elsewhere or secure the manufacture and delivery of the articles by purchase order or otherwise, and Seller shall be liable to Buyer for any excess cost.

7 PACKING AND SHIPPING. All goods shall be packed, crated and braced to prevent damage or deterioration and classified on bills of lading in accordance with National Motor Freight or Uniform Freight Classification rules and regulations and carriers' tariffs. No charges shall be paid by Buyer for preparation, packing, crating, or cartage unless separately stated in the order. All shipments to be forwarded on one day to one address shall be consolidated and shipped to ensure lowest transportation charge. Buyer's count or weight shall be final and conclusive on shipments.

8. CHANGES AND CANCELLATION. Buyer may at any time by written order make changes in the materials or work ordered, including changes in drawings and specifications, or require additional work or materials. If such changes cause an increase or decrease in Seller's cost or in the time required for performance, an equitable adjustment shall be made and this order shall be modified in writing. Failure to agree to an adjustment shall not excuse the Seller from proceeding with this order as changed. Buyer reserves the right to cancel or suspend all or, from time to time, any undelivered or unexecuted portion of this order. Changes shall not be binding until agreed to in writing by the Village of Estero Procurement Office.

9. WARRANTY. In addition to any warranty implied by fact or law, Seller expressly warrants all items to be free from defects in design, workmanship and materials; to conform strictly to applicable specifications, drawings, approved samples, if any; and to be fit and sufficient for the purpose intended, and to be merchantable. Such warranties, together with all other service warranties of Seller, shall run to Buyer. All warranties shall survive inspection, test, acceptance of and payment by Buyer. In the event of breach of warranty, Buyer may, at its option, either return for credit or require prompt correction or replacement of the defective or nonconforming material to the satisfaction of the Buyer. In the event that Seller is unable to correct or replace the same, Buyer, at its elect, may correct or replace the same and Seller shall reimburse Buyer for the full cost of making such correction or replacement.

10. WARRANTY — PRICE. Seller warrants that the Buyer shall not be billed at prices higher than stated on this Purchase Order unless authorized by a Purchase Order Change Notice issued and signed by Buyer. Seller represents that the price charged for the goods or services covered by this order, is the lowest price charged by the Seller to buyers of a class similar to Buyer under conditions similar to those specified in this order and the prices comply with applicable government regulations in effect at time of quotation, sale or delivery. Seller agrees that any price reduction made in items covered by this order subsequent to the placement of this order will be applicable to this order.

11. PATENTS AND DESIGN RIGHTS. Seller agrees to defend, protect and save Buyer harmless against all suits and from all damages, claims and demands for actual or alleged infringement of any patents by reason of any manufacture, use of materials covered by this order except insofar as any such suit, damage, claim or demand is directly attributable to such materials being manufactured by Seller according to Buyer's detailed design. Seller hereby agrees that if this order covers development work and any discoveries, inventions of patents result therefrom, the entire right, title and interest in and to such discoveries, inventions and patents shall belong exclusively to Buyer.

12. INDEMNIFICATION. Seller agrees to indemnify, defend and hold Buyer, its officers, employees and agents, harmless from any and all costs, losses, expenses, damages, claims, suits, or any liability whatsoever, including attorney's fees, resulting from injury, including death, to person or damage to property arising out of or in any manner connected with the performance of this order, whether arising out of, caused by or contributed to in whole or in part by the acts or omissions of Seller, or its subcontractors or their respective employees. Seller agrees to maintain, and require its subcontractors to maintain
(1) public liability and property damage insurance in amounts satisfactory to Buyer, to cover the obligations set forth above, and (2) Workman's Compensation Insurance covering all employees engaged in the performance of this order. Seller shall furnish to Buyer certificates evidencing such insurance.

13. COMPLIANCE WITH LAWS AND REGULATIONS. Seller agrees that it will comply with all federal, state and local laws and regulations applicable to the production, sale and delivery of the goods or the furnishing of any labor or services called for by this order, and any provisions required

4/11/2025

thereby to be included herein shall be deemed to be incorporated herein by reference. Without limiting the generality of the foregoing: (a) There is incorporated herein by reference the contract provisions of paragraphs (1) through (7) of Section 202 of Executive Order 11246, as amended, provided that where necessary to make the context thereof applicable to this order the term "Contractor" shall mean Seller and the term "Contract" shall mean this order. (b) Seller certifies that the goods called for by this order have been or will be produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and a certification evidencing such compliance shall be printed, stamped or typed on Seller's invoices.

14. OCCUPATIONAL SAFETY AND HEALTH. Seller represents that all goods and/or services sold or furnished to Buyer hereunder will comply with all applicable laws and governmental regulations relating to the occupational safety and health of employees, specifically including the Federal Occupational Safety and Health Act of 1970 and any rules, regulations, standards or order issued thereunder, (herein collectively called "Occupational Safety and Health Requirements") and Seller agrees to indemnify and hold harmless Buyer against any claims, losses, damages, fines, penalties, costs and expenses suffered or incurred by Buyer as a result of any violation of or noncompliance with any Occupational Safety and Health Requirements caused or contributed to by the failure of such goods and/or services to so comply. Seller agrees upon request to furnish to Buyer any and all information regarding the ingredients of goods sold or furnished to Buyer hereunder and to comply with any other reasonable request of Buyer made in connection with the application of any Occupational Safety and Health Requirements to Buyer, its employees and property.

15. MISCELLANEOUS. This order and the performance by the parties hereunder shall be construed and governed by the law of the State of Florida. Seller has been provided a copy of this PO and its performance under the PO shall be deemed acceptance of all its terms and conditions.

4/11/2025

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item: Estero River North Branch Regional Pond Project Task Order 4 amendment

Motion to approve Amendment to Task Order No. 4 of Contract EC 2022-39 (Estero River North Branch Regional Pond Project).

Background:

On June 1st 2022, the Village entered a continuing contract for miscellaneous professional services with JR Evans Engineering, P.A. Work under the contract is to be assigned by individual task orders, with total "not to exceed" project amounts to be negotiated on a project-by-project basis.

In November of 2024, the Village Council issued Task Order No.: 4, which related to the Estero River N Branch Regional Pond Stormwater/Flood Risk Reduction Project. The total amount of that Task Order was $471,100.

As the Village staff have coordinated with the consultant on the phasing of the pond project's planned phases, it has become apparent that including additional study and permitting work to the overall project will be most beneficial and efficient for the Village and will allow the Village to coordinate additional related projects in a timelier manner.

The Village's requested amendment to the Task Order will result in an additional amount of $295,000, and covers the continued services of engineering, environmental, surveying and permitting assistance on the proposed drainage and flood mitigation project, including stormwater modeling and ERP permitting, for the incorporation of the second regional pond, known as Phase 2 Pond. The requested amount covers the following specific additional tasks related to the incorporation of the Phase 2 Pond and transferring stormwater storage from the retention pond east of the interstate to the Phase 2 Pond.

The services which are the subject of this Task Order amendment relate to the Estero River N Branch Regional Pond Stormwater/Flood Risk Reduction Project, as detailed in in accordance with Exhibit A for the Fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number. The initial Task Order No. 4 scope, schedule and pricing remain unchanged.

Action Requested: Motion to approve Amendment to Task Order No. 4 of Contract EC 2022-39 (Estero River North Branch Regional Pond Project).

Process and Timeline: If approved by Council, Village staff will continue to coordinate with the consultant to ensure all study and permitting work is accomplished on time and within budget.

Financial Impact: $295,000

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Amendment to Task Order No. 4 (Estero River North Branch Regional Pond Project) inclusive of engineer's proposed scope and price.
2. Estero River North Branch Regional Pond Project-Phase 2 & Miromar Lake Transfer change order for consultant services.

Task Order Amendment

Project Name: Estero River North Branch Regional Pond Project

Contractor/Vendor: JR Evans Engineering

Contract No.: EC 2022-39 Task Order No 04 (amendment)

Total Fees: $295,000

On June 1st 2022, the Village entered a continuing contract for miscellaneous professional services with JR Evans Engineering, P.A. Work under the contract is to be assigned by individual task orders, with total "not to exceed" project amounts to be negotiated on a project-by-project basis.

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The services which are the subject of this Task Order amendment relate to the Estero River N Branch Regional Pond Stormwater/Flood Risk Reduction Project, as detailed in in accordance with Exhibit A for the Fees identified

therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number. The initial Task Order No. 4 scope, schedule and pricing remain unchanged.

JR Evans Engineering

By:_____

Elizabeth Fountain, P.E., CFM
Vice President

Attachment: **Exhibit A**

Village of Estero

By:_____

Steve Sarkozy, Village Manager

JRE #00650-06

CHANGE ORDER
FOR CONSULTANT SERVICES

PROJECT NAME/PHASE:

Estero River North Branch Regional Pond Project-
Phase 2 & Miromar Lake Transfer

DATE: April 25, 2025

ORDERED BY: Steve Sarkozy
sarkozy@estero-fl.gov

FEE BREAKDOWN:

Contract Fee:	**$471,100**	
CO#1 Amount:	**$295,000**	**(TME)**
Revised Contract Fee:	**$766,100**	

Scope Item:

This requested change order amount covers the continued services of engineering, environmental, surveying and permitting assistance on the proposed drainage and flood mitigation project, including stormwater modeling and ERP permitting, for the incorporation of the second regional pond, known as Phase 2 Pond. The requested amount covers the following specific additional tasks related to the incorporation of the Phase 2 Pond and transferring stormwater storage from the pond within the Miromar (Miromar Pond) to the Phase 2 Pond.

Existing Tasks

I. Project Administration/General Consultation:
Additional amount to cover the additional coordination time and project management efforts needed to cover the expanded scope of the project.

Task I Fee:	$30,000.00
Increase:	$15,000.00
Revised Fee:	**$45,000.00**

II. Survey Services:
Phase 2 Project Scope (Miromar Pond and I-75 Right-of-Way):

Task II Fee:	$48,600.00
Increase:	$70,000.00
Revised Fee:	**$118,600.00**

1. Perform a field survey to locate, verify, or establish the parcel boundary lines of Miromar Pond parcel.
2. Perform a field survey to collect the horizontal and vertical data of visible above-ground improvements and visible above-ground utilities.
3. Prepare a boundary and topographic survey delineating the Miromar Pond parcel boundary, a description of the parcel surveyed, rights-of-way, visible above-ground improvements, visible above-ground utilities, and spot elevations on an approximately 100-foot grid along the perimeter of the parcel and on an approximately 500-foot grid inside the parcel. Offsite easements, if any, benefiting the property will be depicted on the survey, if provided by the Village of Estero. However, a field survey or location of any improvements within these offsite easements is not included as a part of this survey.
4. Conduct bathymetric survey with cross-sections of the existing Miromar Pond to verify the existing conditions, depth and side slopes.
5. Review a title commitment and/or abstract of title as provided by the Village of Estero for the Miromar Pond parcel. Depict or note the encumbrances listed in said title commitment and/or abstract of title on the survey drawing.

J.R. EVANS ENGINEERING
9961 INTERSTATE COMMERCE DRIVE, STE. 230 / FORT MYERS, FL 33913 / 239.405.9148 (p) / 239.288.2537 (f)
WWW.JREVANSENGINEERING.COM

6. Perform a field survey to verify the right-of-way of Interstate 75, both sides. Perform a field survey to collect the horizontal and vertical data of visible above-ground improvements and visible above-ground utilities within and along said right-of way of the Interstate 75. Survey of Interstate 75 to include cross-sections within project area at a 50 ft spacing.

III. Environmental Services (State and Federal Permitting
***Phase 2 Project Scope (Miromar Pond and I-75 Right-of-Way*)**:

Task III Fee:	$127,500.00
Increase:	$25,000.00
Revised Fee:	**$152,500.00**

1. Protected Species Survey & Habitat Mapping
2. State & Federal Wetland Jurisdictional Determinations ***IF REQUIRED***
3. SFWMD Environmental Resource Permitting (Env. Support)
4. USACE NPR Verification or Section 404 Wetland Dredge/Fill Permitting
6. Meetings, Project Management, and General Consultation (Environmental)

IV. Environmental Resource Permit Plans- *Updates to Include Phase 2 Pond on Three Oaks Parkway Parcel*

Task IV Fee:	$50,000.00
Increase:	$10,000.00
Revised Fee:	**$60,000.00**

1. For the additional Phase 2 Pond, perform engineering design for project related features such as grading, water control structures, in-line weir structures, cross-sections, and pond excavation details, etc. as necessary to permitting.
2. Prepare and deliver the 30%, 60% and 90% design plan sets as described in the original contract with the incorporation of the Phase 2 Pond on the Three Oaks Parkway Parcel. The 100% ERP plan set will be prepared and will include the finalized plans, specifications and finalized Engineer's OPC for the project.

1. South Florida Water Management District (SFWMD) Permitting-*Updates to Include Phase 2 Pond on Three Oaks Parkway Parcel*

Task VI Fee:	$150,000.00
Increase:	$10,000.00
Revised Fee:	**$160,000.00**

a. For the additional Phase 2 Pond, update the ERP permitting application package documents, analysis report, forms, etc. to include the additional pond excavation and associated improvements.

New Tasks:

2. Environmental Resource Permit Plans- Miromar Lake Transfer:

New Task VII. Fee:$40,000.00

For the purpose of permitting the transfer of the Miromar Lake to the Phase 2 Pond, specific Environmental Resource Permit Modification plans shall be prepared to support the project.

a. Conduct the following final design and coordination tasks, as well as prepare final design and ERP plans and specifications per the following schedule:
a. Perform engineering design for project related features such as grading, water control structures, in-line weir structures, cross-sections, and pond excavation details, etc. as necessary to permitting included in this proposal.
b. Prepare and deliver 30% progress plans which will include plan view and horizontal locations for infrastructure. This set is intended to show drainage improvement alignment and geometry, location of all utilities, typical sections, location and preliminary size of all conveyances, location of all environmentally sensitive features, and will include preliminary easement lines. An Engineer's Opinion of Probable Costs (OPC) and project specifications based on 30% progress plans will be prepared.
c. Prepare and deliver 60% progress plans which will include the horizontal and vertical location of infrastructure. This will include the general site grade elevations, swale dimensions and proposed grading, infrastructure depths, plan and profile views of storm water conveyance routes and significantly more detail than the 30% plans. This effort will include presentation of the analysis and design for water control structures/weirs. The 60% progress set will include standard details and a

placeholder for known special details. An Engineer's Opinion of Probable Cost (OPC) and project specifications based on 60% progress plans will be prepared.

d. The 90% detailed design set of plans will include all the finalized items contained within the 60% progress plans. The 90% design set will include the finalized specifications of the project design components. This set of design plans will also include updates per the permitting responses with state, federal and local agencies. An Engineer's OPC based on the 90% design plans will be prepared.
e. The 100% ERP plan set will be prepared and will include the finalized plans, specifications and finalized Engineer's OPC for the project.

3. South Florida Water Management District (SFWMD) Permitting- Miromar Lake Transfer:

New Task VIII. Fee:$50,000.00

For the purpose of permitting the transfer of the Miromar Lake to the Phase 2 Pond, specific Environmental Resource Permit Modification shall be facilitated. Team will utilize the 60% design plans to begin appropriate permitting through SFWMD.

1. Meet with SFWMD Staff to review proposed project and permit details.
2. Preparation, submittal, and support of an application for an Environmental Resource Permit (ERP), through the South Florida Water Management District (SFWMD).
3. Preparation of final system calculations, ICPR4 modeling and engineering report.
4. Prepare ERP Surface Water Management Plans to reflect proposed improvements.
5. Provide sufficiency responses to SFWMD, including updates to ERP plans as needed through receipt of permit issuance.
6. Once permit and or permit modifications are issued, prepare and facilitate the public notice process for each. Coordinate with the local newspaper to publish the legal notification and provide affidavit of publication to Village of Estero staff and legal counsel.

4. Florida Department of Transportation (FDOT) Permitting- Miromar Lake Transfer:

New Task IX. Fee:$75,000.00

Since the scope of work required for the Miromar Lake Transfer requires access through FDOT Right-of-Way, coordination and permitting through FDOT is necessary.

1. Conduct pre-submittal meeting (s) with FDOT staff to discuss project and specific criteria.
2. Prepare supporting hydrological and hydraulic modeling of the project improvements to support the FDOT Drainage Connection Permit. This includes an analysis of the FDOT design storms.
3. Prepare Drainage Connection Permit Plans, in accordance with FDOT guidelines and standards, for the proposed improvements.
4. Prepare and submit FDOT Drainage Connection permit application and supporting documentation.
5. Provide sufficiency responses to FDOT, including updates to Drainage Connection Plans as needed through receipt of permit issuance.

Notes for Expanded Scope:

1. This amendment does not encompass any Village of Estero Development Order applications or zoning modifications that may be required to facilitate construction of the expanded scope.
2. Geotechnical engineering—including soil borings, lab testing, and foundation recommendations—is excluded from this proposal. Such services, if needed, can be added by separate amendments.
3. Certain components (e.g., ditch blocks, in-line weirs) may require detailed structural calculations. Structural design and stamping are not included herein and can be incorporated via subsequent amendment once final permitting requirements are established.
4. Given the unique nature of this project and the potential for unforeseen permitting conditions (notably from FDOT), labor and fees may need to be reallocated among tasks. Such reallocation will be managed internally without issuing a change order, provided the Total Contract Fee remains unchanged.

J.R. EVANS ENGINEERING

AUTHORIZATION:
The work referenced above will be initiated when copy of this work order is signed by both parties.

I hereby authorize the performance of the above services and agree to pay the charges resulting therefrom as identified in the "FEE-TYPE" above. All Time and Material Estimate (TME) tasks are an ESTIMATED fee to adjust to a wide range of inconsistent agency requests and client direction for these tasks. All TME services and Reimbursables shall be billed based on our hourly rate schedule in effect at the time of service and as accrued. Work authorized under this agreement is subject to the terms and conditions of the original contract being provided under **Project No.00650-08 (Village Contract EC2022-39 STA No.04).**

Elizabeth Fountain, P.E., CFM J.R. Evans Engineering, P.A.	**4/25/25** Date	Authorized On Behalf of: Village of Estero, FL	Date

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item :

Entertainment Campus Update and Guaranteed Maximum Price (GMP) Addendum

Motion to approve GMP Addendum 2 for contract EC 2024 – 12 CMAR for Wright Construction to complete the site work and utility installation for the Estero Entertainment Campus for $10,489,490.

Direct Village Staff to work with Wright Construction to reduce the cost below $9,550,213 to remain within the project budget.

Authorize the Village Manager to sign the contract and other additional implementation documents within the scope of the GMP addendum on behalf of the Village of Estero Council.

Background :

The Entertainment District project was initially designed by RWA in 2024, with the original scope and plans focusing on the development of the site's core infrastructure. As part of the initial phase, a Guaranteed Maximum Price (GMP 1) was established and subsequently approved by the Village Council to authorize the commencement of site preparation work, which was awarded to Wright Construction.

Following the approval of GMP 1 and during the early stages of implementation, the Village acquired an adjacent parcel of land intended to consolidate the Entertainment Campus and the Sports Park into a cohesive single project. This acquisition prompted a re-evaluation of the original site design to fully integrate the newly acquired land into the campus layout and future programming. In response, the Village directed RWA to redesign the overall site plan to reflect the expanded boundaries and revised vision for the district.

Once the revised design was completed, Wright Construction re-evaluated the updated scope and submitted a revised proposal for GMP 2, which encompasses the installation of utilities and related infrastructure elements necessary to support the next phase of development.

The attached presentation provides a comprehensive overview of the project's progression to date, including key milestones, the original and revised designs, and a summary of both GMP 1 and GMP 2.

Description:

Village Staff is recommending the Village approved an addendum to GMP1 for Wright Construction to manage the site grading and utility construction of the proposed Entertainment Campus property.

The GMP Amendment includes project's construction cost and a binding construction schedule.

Action Requested:

Motion to approve GMP Addendum 2 for contract EC 2024 – 12 CMAR for Wright Construction to complete the site work and utility installation for the Estero Entertainment Campus for $10,489,490.

Direct Village Staff to work with Wright Construction to reduce the cost below $9,550,213 to remain within the project budget.

Authorize the Village Manager to sign the contract and other additional implementation documents within the scope of the GMP addendum on behalf of the Village of Estero Council.

Process and Timeline:

The attached GMP addendum includes a project schedule. The schedule objective is to have Wright Construction mobilized as soon as possible after engagement, with the High 5 foundation pad being a priority for completion, in order to allow for the High 5 to start foundations and vertical construction to obtain a July 2026 handover. The project expected delivery date is 30th July 2026.

GMP 2 Council Approval –	7th May 2025
Contractor Mobilization – Site Work –	2nd June 2025
High 5 Site Foundation Completion –	19th July 2025
Design and Entitlement Completion –	30th June 2025
Site Work Completion –	30th October 2026
Utility Installation Completion –	30th July 2026

Financial Impact:

The project's financial impact is $10,489,490. Below is a summary of the total GMP contracts for the entire project:

1) GMP 1 – 1,779,787 (expected savings or approximately $330,000 based on completion of the project.
2) GMP 2 Addendum - $10,489,960
3) Total GMP CMAR Contract Amount - $11,939,277

Prepared by: Trenton Gaskins

Attachments:

1. Entertainment Campus Update and GMP Addendum Presentation.
2. Location Map
3. Village Hub Masterplan
4. GMP Addendum 2

VIESTE

Village of ESTERO

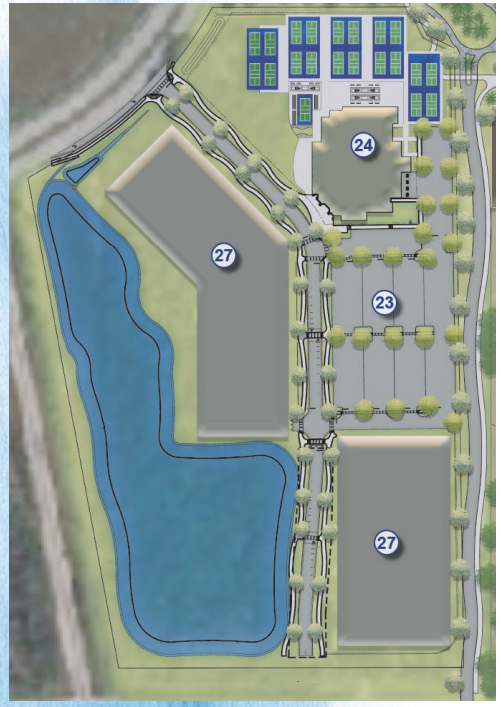
Entertainment Campus Update and Guaranteed Maximum Price (GMP) Addendum

VIESTE Village of ESTERO

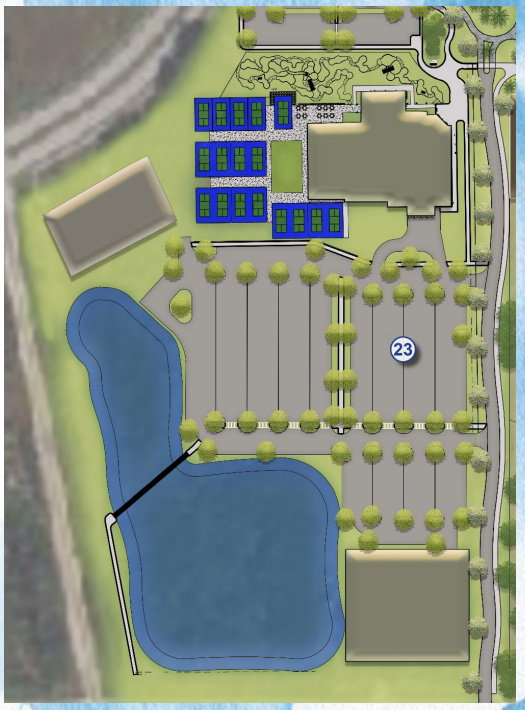
Presentation Outline

1. Project Update
2. Project Budget
3. GMP 1 Summary
4. GMP 1 and 2 Summary
5. Cost Saving Opportunities
6. Updated Schedule
7. Recommended Council Action

Project Update



Entertainment Updates



Village of ESTERO

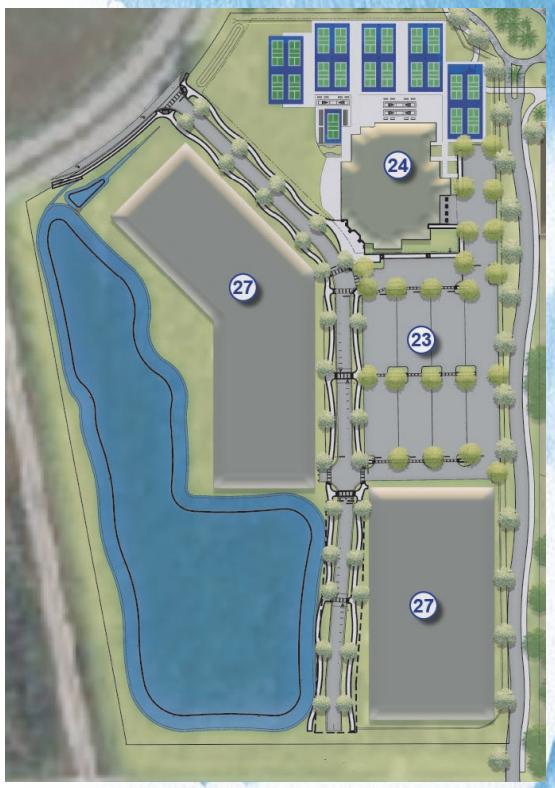
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Project Budget

Budget - History

The Village of Estero original masterplan consisted of the following :

Budget Estimate	Contract
Site Grading	1,800,000
Infrastructure	9,200,000
TOTAL	11,000,000



Village of ESTERO

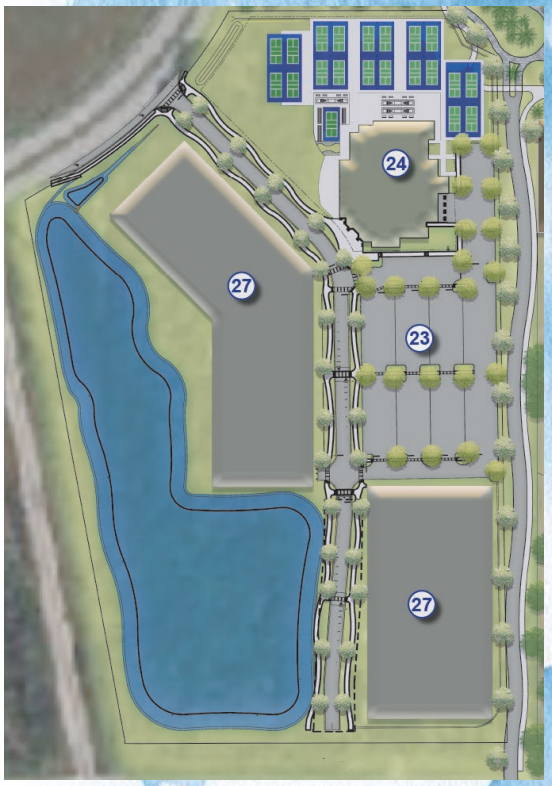
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GMP 1 Summary

The Village of Estero Council approved the GMP1 (Site Grading) that consisted of the following:

GMP 1	Contract
Site Grading (Complete)	1,779,787
Cost Savings (Estimate)	-330,000
TOTAL	1,449,787

The project scope included site grading and creation of the lake. The construction is now complete and the contractor is demobilized.



Village of ESTERO

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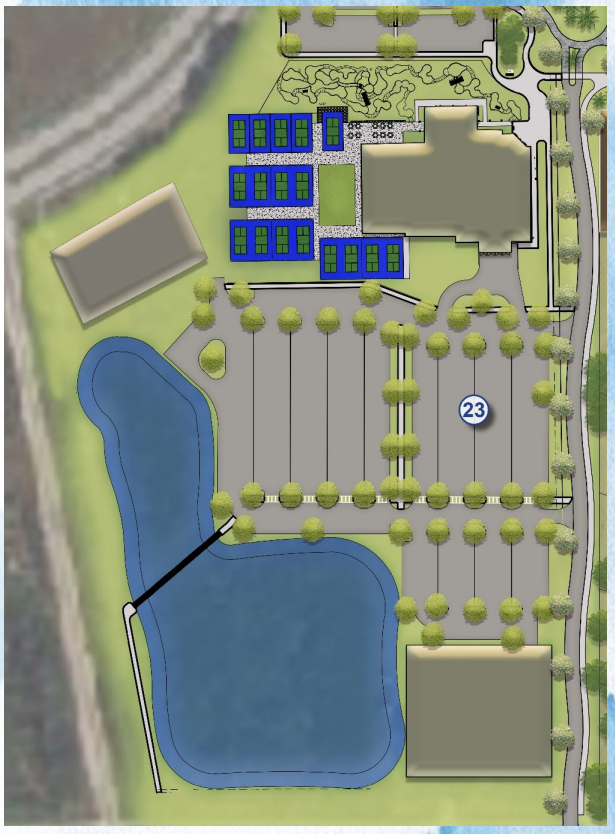
GMP 1 and 2 Summary

GMP 1 & 2	Contract
GMP 1 – Site Grading (Complete)	1,449,787
GMP 2 – Site Grading (New)	1,320,380
GMP 2 – Infrastructure (New)	9,169,110
TOTAL	**11,939,277**

INCREASE FROM $11M BUDGET	**939,277**

Design/Construction Changes:

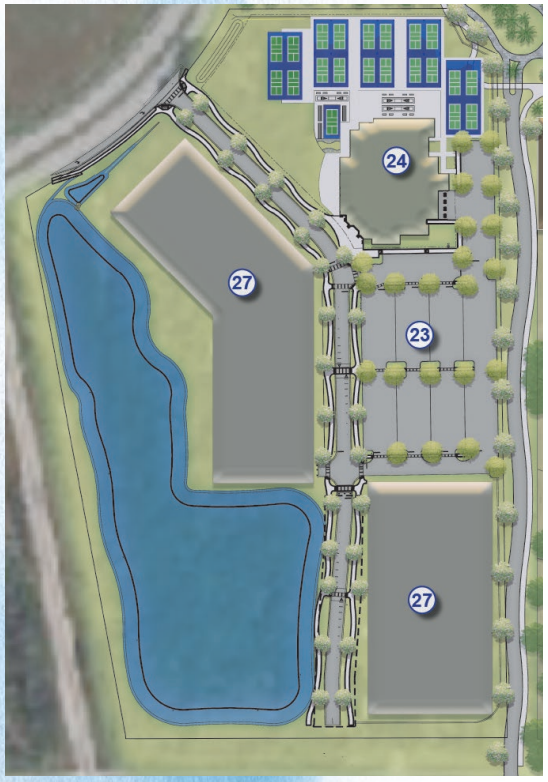
- New building location and orientation
- Redesigned parking lot - 400 additional spaces
- Revised lake (fill & excavation)
- Regrading required to fit new plan



Village of ESTERO

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Cost Saving Opportunities

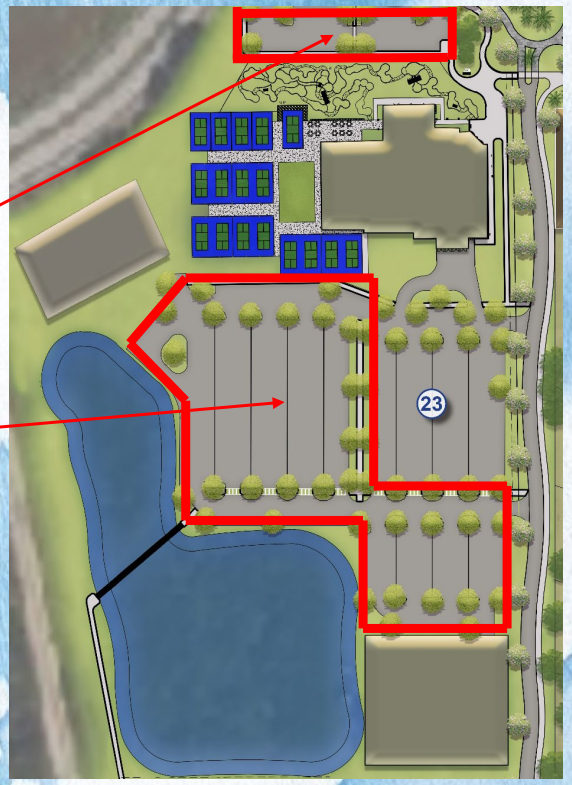


SITE PLAN CHANGES

Parking above High 5 to be provided by Sports Park Contractor (Suffolk)

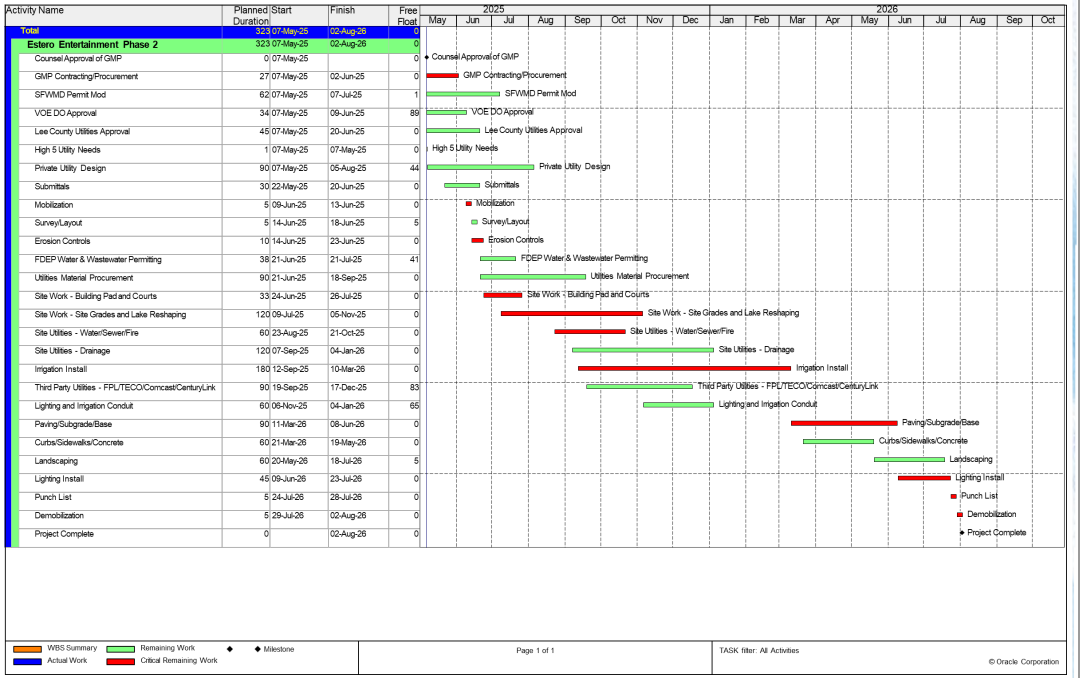
Parking removal of approx. 400 spaces. Request a updated cost estimate for the saving potential of the parking bays from Wright/RWA.

Wright Construction has provided an alternate GMP 2 with a cost of $9,536,910 based on the reduction of parking



Updated Schedule

GMP 2 Council Approval	May 7th 2025
Contractor Mobilization Site Work	June 13th 2025
High 5 Pad Ready	July 26th 2025
Design and Entitlement Completion	June 30th 2025
Site Work Completion	November 5th 2025
Utility Installation Completion	Aug 2nd 2026



Village of ESTERO

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Recommendation and Way forward

Approve GMP Addendum 2 for Wright Construction to complete the site work for the Estero Entertainment Campus for $9,536,910 based on a reduced parking requirement.

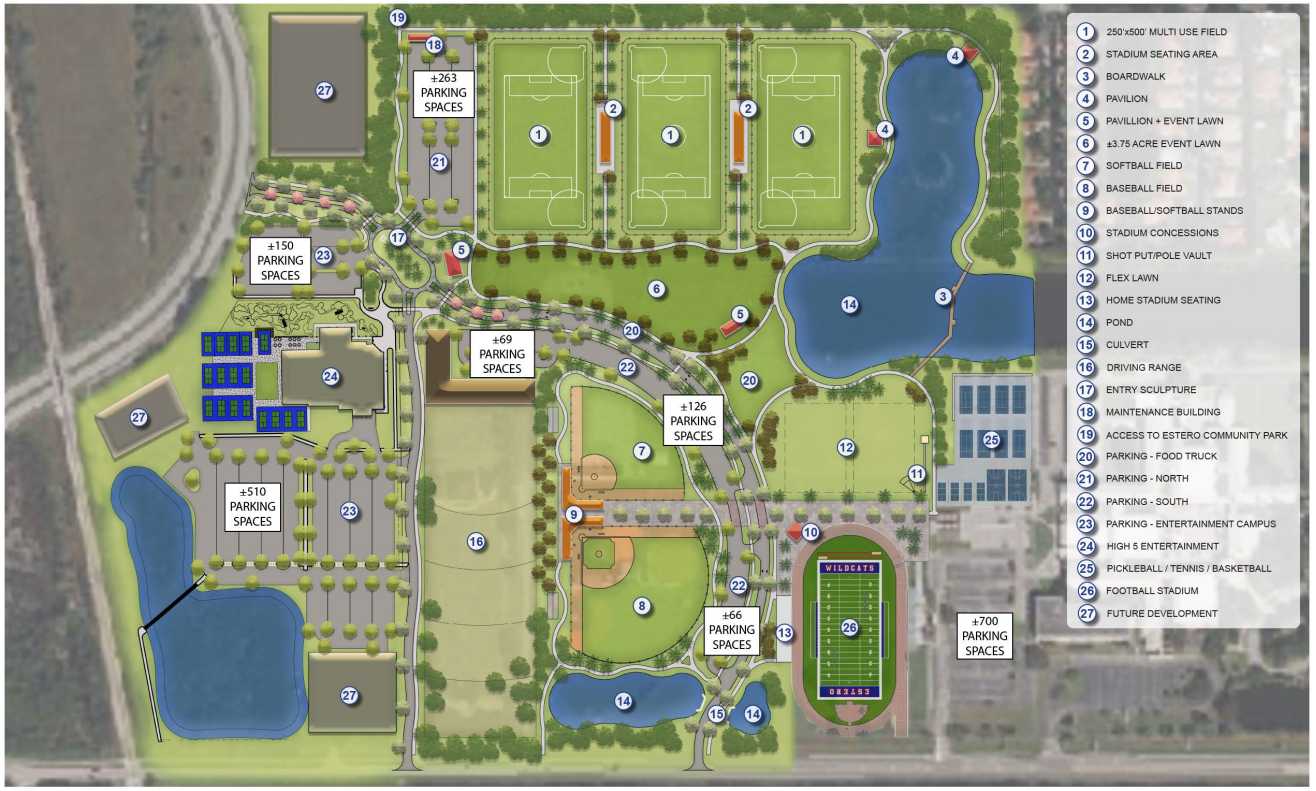
Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the GMP addendum on behalf of the Village of Estero Council.

Village of ESTERO

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Exhibit - Village Hub Total Parking Provided

Approximately 1900 Parking Spaces provided at Village Hub



MASTER PLAN CONCEPT

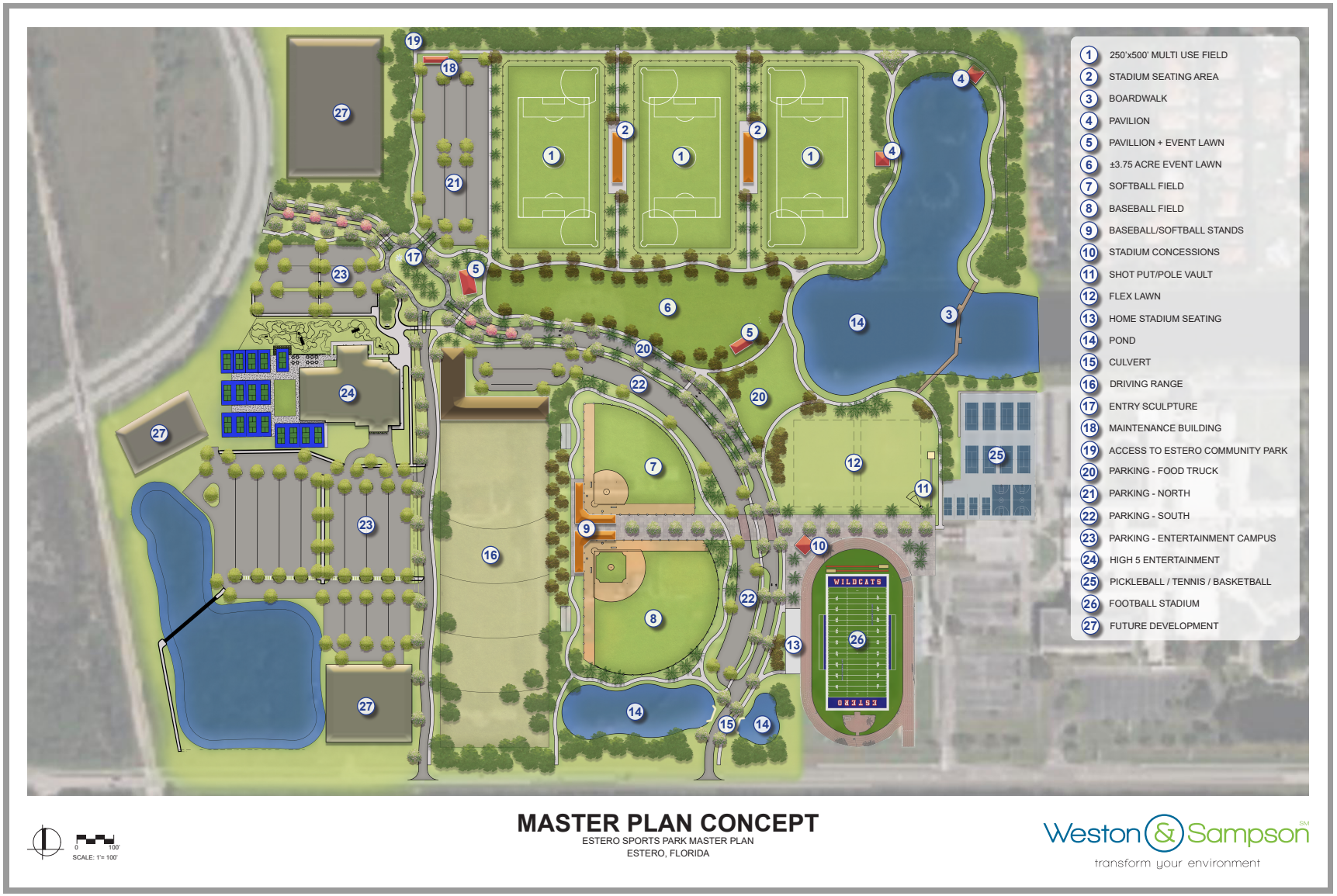
ESTERO SPORTS PARK MASTER PLAN
ESTERO, FLORIDA

Village of ESTERO

VIESTE

Weston & Sampson
transform your environment


Corkscrew Rd
Corkscrew Rd
Happy Hollow Ln
Publix Super Market at Corkscrew Village
Wendy's
Florida Veterinary Referral Center
Ginsberg Eye
River Ranch Rd
Estero Vista Ct
Three Oaks Pkwy
Estero Community Park
Coralee Ave
Estero Palm Way
Estero Grove Way
Estero Fire Department Station 43
S Tamiami Trl
Block Ln
Horne Ln
River Ranch Rd
Arenga Ln
Colonial Oaks Pool
Rolling Video Games Fort Myers
Colonial Walk S
Springlake Cir
Three Oaks Pkwy
Via Coconut Point
Estero High School
FLORIDA POOL CAGE PAINTING
Estero High School Baseball Field
Colt Walker Handyman Services
Williams Rd
Williams Rd
Williams Rd


1 250'x500' MULTI USE FIELD
2 STADIUM SEATING AREA
3 BOARDWALK
4 PAVILION
5 PAVILLION + EVENT LAWN
6 ±3.75 ACRE EVENT LAWN
7 SOFTBALL FIELD
8 BASEBALL FIELD
9 BASEBALL/SOFTBALL STANDS
10 STADIUM CONCESSIONS
11 SHOT PUT/POLE VAULT
12 FLEX LAWN
13 HOME STADIUM SEATING
14 POND
15 CULVERT
16 DRIVING RANGE
17 ENTRY SCULPTURE
18 MAINTENANCE BUILDING
19 ACCESS TO ESTERO COMMUNITY PARK
20 PARKING - FOOD TRUCK
21 PARKING - NORTH
22 PARKING - SOUTH
23 PARKING - ENTERTAINMENT CAMPUS
24 HIGH 5 ENTERTAINMENT
25 PICKLEBALL / TENNIS / BASKETBALL
26 FOOTBALL STADIUM
27 FUTURE DEVELOPMENT
WILDCATS
ESTERO
0 100'
SCALE: 1"= 100'
MASTER PLAN CONCEPT
ESTERO SPORTS PARK MASTER PLAN
ESTERO, FLORIDA
Weston & Sampson
transform your environment

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

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ("GMP Addendum") is made and entered into this 8th day of May, 2025 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Wright Construction Group, a Florida corporation authorized to conduct business in Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village Entertainment Hub project (as further defined in the Agreement as the "Project"); and

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

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

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

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

2. GMP; Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work **($8,830,472.29)** and the Construction Manager's Fee (**8%**), is a total of **Nine Million Five Hundred Thirty-Six Thousand Nine Hundred Ten Dollars and Twenty-Nine cents ($9,536,910.29)**. This price is for the performance of the Work in accordance with the

Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

(a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 1 through 14, dated May 2, 2025;

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

(c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 2 through 14, dated May 2, 2025.

(d) Exhibit D. Project Schedule, pages 13, dated May 2, 2025.

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

(f) Exhibit F. Unit Prices, pages 5 through 7, dated May 1, 2025

(g) Exhibit G. Affidavit of No Conflict;

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

(i) Exhibit I. Payment and Performance Bond;

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

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

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within **Four Hundred Sixty (460) calendar days** of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages

and not as a penalty, the sum of **$1,000.00 per calendar day**, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of the delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

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

[Signature Page to Follow]

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

Wright Construction Group, Inc.

By: _____
Fred Edman, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Impact Fee Forecast 2025-2032

Description:

The Village has used Metro Forecasting Models Company (MFM) in the past to prepare impact fee revenue forecasts for roads and parks. These forecasts assist the Village with preparing its budget and Capital Improvement Plan. Because the last forecast was in 2022 staff requested an update for 2025-2032.

Background:

The Village has used Metro Forecasting Models in the past, first to assist with population projections for its Comprehensive Plan, and then to prepare impact fee revenue forecasts.

The company uses its local knowledge of the real estate market in conjunction with detailed land use analyses to project expected growth and impact fee revenue from that growth, utilizing an "Interactive Growth Model".

The impact fee report is attached and David Farmer, the CEO of Metro Forecasting will provide a brief overview of the results.

Financial Impact:

The cost to research and prepare the report is $12,500 which is included in the budget.

Prepared by: Mary Gibbs

Attachments:

1. 2025-2032 Impact Fee Forecast Report

FY 2025-2032 Impact Fee Forecast

Prepared for:
The Village of Estero Village Council



Village Council
Joanne Ribble, Mayor
George Zalucki, Vice Mayor
Joanne Ribble, District One
Jeff Hunt, District Two
Jon McLain, District Three
Lori Fayhee, District Four
Rafael Lopez, District Five
Jim Ward, District Six
George Zalucki, District Seven
Steven Sarkozy, Village Manager
Mary Gibbs FAICP, Director of Community Development
David Willems PE, Public Works Director

April 2, 2025



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METRO FORECASTING MODELS
MFM

April 2, 2025

Mary Gibbs, FAICP, Director of Community Development
The Village of Estero Village Council
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: Transmittal – 2025-2032 Impact Fee Revenue Forecast

Dear Ms. Gibbs,

The purpose of this letter is to submit the attached Village of Estero Impact Fee Analysis report. The Executive Summary provides a condensed overview of the report and the findings related to projected impact fee revenues. With limited historic development data for the Village, a detailed land use analysis was used from our Lee County data to aid in the commercial impact fee revenue projections.

The Estero Interactive Growth Model was used to quantify future growth and demand for housing and non-residential building area.

Your participation as well as David Willems and Kevin Greenville's guidance were incredibly helpful and greatly appreciated. We also want to thank the Village Council and Village Manager, Steven Sarkozy, for their support, vision and understanding of the value of the Interactive Growth Model data.

We wish you continued success in your planning efforts for the Village of Estero.

Sincerely,

Metro Forecasting Models, LLC

David H. Farmer, PE, AICP, MPA
CEO

Precise Data | Expert Analytics | Optimal Solutions

9410 Fountain Medical Ct • Suite 103 • Bonita Springs, FL 34135 • 239.913.6949 • metroforecasting.com

Executive Summary

The objective of this study is to accurately forecast impact fee revenue annually from 2025 to 2032 for various impact fee categories according to the Village's current schedule. The Estero Interactive Growth Model (EIGM) generates the development forecasting data for residential units, commercial land area and building square feet in five-year increments. The EIGM forecast data is then disaggregated in annual increments from FY 2025/2026 through 2031/2032 and serves as the basic forecasting data for calculating impact fees.

The purpose of the analysis and impact fee forecast is to establish a reasonable projection of impact fee revenues for the Village of Estero to use in their Capital Improvement Plan budgeting process. The methodology consists of The Estero Interactive Growth Model forecasting new development data (i.e. single-family units, multifamily units and square footage of commercial building area), translating the development land use codes to the impact fee codes for forecasting impact fees and calculating the impact fees according to the most recent Village of Estero Impact Fee Schedule dated March 10, 2022, for each forecasted fiscal year. There are two categories for fees: one is impact fees for capital projects and the other is administrative fees (a small fee to offset costs of collection). Below is an Impact Fee Summary by fiscal years of the revenue to be generated from impact fees for capital projects by use.

Impact Fee Summary

Village of Estero Impact Fee Summary			
FY	Park	Road	Total
2025-26	$234,883	$2,654,445	$2,889,328
2026-27	$516,320	$4,817,802	$5,334,122
2027-28	$453,198	$4,256,514	$4,709,712
2028-29	$247,191	$2,420,172	$2,667,363
2029-30	$294,901	$2,678,447	$2,973,348
2030-31	$250,648	$2,213,330	$2,463,978
2031-32	$275,118	$2,299,144	$2,574,262
Totals	**$ 2,272,259**	**$ 21,339,855**	**$ 23,612,114**
Source: Metro Forecasting Models 2025			

The Impact Fee Summary table demonstrates that over the seven-year period the total forecasted revenue is $23,612,114 of which $2,272,259 would be for parks and $21,339,855 would be for roads. The breakdown by parks, residential road and non-residential road, forecasted development and revenues are shown on Tables 5A, 5B, and 5C (page 12-13). The residential and non-residential forecasted development applied to calculate impact fees in Table 6 (page 13) is an adjusted forecast, meaning those developments that have paid their impact fees for capital projects to the county prior to the Village's incorporation are excluded.

Table 1 (page 9) is the forecast for residential development including hotel/motel and ACLF. Table 2 (page 9) is the forecast of commercial development and Table 3 (page 10) is the forecast of residential less those units that paid their impact fees to the county prior to the Village Incorporation. These tables are the basis for forecasting the impact fees.

There are no vacant parcels designated for industrial development within the Village according to the Department of Revenue (DOR) codes. Thus, industrial development was not forecasted. However, as future land uses may be designated for industrial development, the forecast can be revised to reflect these changes.

Impact fees collected for EMS, Fire Districts and Schools are collected by the Village and remitted to those respective jurisdictions and are not included in this report.

Two meetings were held with the Village's staff to identify the status of current and future development projects, and the results nearly matched the EIGM forecast. Adjustments were made to reflect current conditions. The report provides narrative and tables to support the forecasted results. As the EIGM is periodically updated, the impact fee forecast can be updated as well.

Section One
Overview/Basics of the Analysis

Objective of Study

The objective of this study is to accurately forecast impact fee revenue annually from FY 2025/26 thru FY 2031/32 for various impact fee categories according to the Village's current schedule. The projected residential units and commercial building area data was broken into annual increments from 2025 thru 2032 and serves as the basis to forecasting data for calculating impact fees.

The purpose of the analysis and impact fee forecast is to establish a reasonable projection of impact fee revenues for the Village of Estero to use in their Capital Improvement Plan budgeting process. The methodology consists of collecting fresh parcel data including single-family units, multifamily units and square footage of non-residential structures and vacant lands. Then this data is input into the Estero Interactive Growth Model to create the forecast. The forecasted increases are then translated to the impact fee codes. Then the impact fees can be calculated by type.

Section Two
General Overview

Background

The Village of Estero was incorporated on December 31, 2014 and now has over 10 years of historic data for calculating a forecast for impact fees by impact fee codes. The Village of Estero is unique in that it is home to two large regional commercial centers, which serve a regional population and results in a per capita supply of 214 square feet of commercial space for Estero. The upper level of per capita demand for commercial space is in the order of 100 square feet of building area. In the analysis of future impact fees for commercial space, the regional commercial centers and unique facilities such as Hertz Global Headquarters need to be adjusted. Future demand for commercial space will be generated on future internal demand of future populations and more limited regional demand. Estero is a village in the epicenter of a quickly growing metropolitan area.

In 2018 the Village adopted an Impact Fee Schedule with two minor adjustments in March 2022. The adopted fee schedule was used to calculate administrative collection and impact fees.

Section Three
Study Methodology

The methodology consists of the following steps:

1. The EIGM will forecast new development data (i.e. single-family units, multifamily units, square footage of commercial building and industrial building area) in annual increments from FY 2025/2026 to 2031/2032 by traffic analysis zone. Both an adjusted and an unadjusted forecast are constructed. The unadjusted forecast includes the housing units and commercial space that have paid or otherwise pre-paid their impact fees to Lee County. The adjusted forecast excludes those units and commercial space that have prepaid their respective impacts to the county.

2. Translate the development land use codes to the impact fees based on the most recent March 10, 2022 fee schedule.

3. Calculate the impact fees by type, for each forecasted year and zone. The EIGM disaggregates the Village into 41 zones known as Traffic Analysis Zones (TAZ).

4. Present the results of the revenues generated from impact fees by codes by forecasted years in the aggregate (Village wide).

5. Describe the criteria for the analysis of new developments that are forecasted for the 41 disaggregated zones in the Village.

Research and Data Collection

Before projecting future growth, the study began with understanding and quantifying the existing patterns of development in the Village of Estero, Lee County and its political subdivisions. Primary GIS parcel data was collected in February 2025 for Lee County, Florida with land use codes by Department of Revenue (DOR) codes at the parcel level. The primary data was used to establish the existing breakdown of DOR codes by land uses related to the various impact fee categories.

For the residential and non-residential uses that are subject to prior development agreements or DRIs, the study uses Metro Forecasting Models disaggregated housing units forecasted by Traffic Analysis Zones (TAZ) and identifies the units that will only collect Administrative Fees versus Impact Fees.

Our non-residential land use analysis allowed us to get an in-depth picture of how to best utilize the available space in non-residential areas. Since Estero is a Village in the epicenter of a rapidly growing metropolitan area, our analysis shows there will not be demand for a movie theater. We noted in the non-residential land use analysis that there are no vacant parcels designated for future industrial development. Most of the remaining vacant parcels in the Village of Estero are designed for residential, commercial and government uses. This means there is not enough vacant land, within the existing political limits of the Village to allow for new golf courses or significant mining operations and the impact fees associated with them in the near future.

Commercial Data Analysis

The land use data, as reported by DOR codes, is disaggregated into groups most closely aligned with the impact fee categories listed in Village Ordinance 2018-09 and 2018-10 (Impact Fee Schedule). The building area of existing land uses by DOR codes is divided by the aggregate building area for all office and retail space to arrive at land use ratios for each study area. These calculated ratios are adjusted for certain impact fee uses (i.e. fast food restaurants) in the Village before applying the ratios to the fee projections. Due to the building sizes of Coconut Point and Miromar Outlet malls, the aforementioned ratios were reviewed with and without these large malls to determine the impact on the ratios. Ultimately adjustments to ratios were applied to the forecast of future commercial to compensate for the large building areas of these malls.

The Village of Estero and the Lee County political subdivisions have been analyzed independently as described above to identify ratios of a larger city to see how they compare to those found in the Village of Estero. Additional cities and towns were used to identify allocation of land use ratios to better understand the probable distribution of commercial impact fees within the Village.

Application of Commercial Land Use Ratios

Metro Forecasting Models' disaggregated office and retail development forecast data are used as the basis for determining the annualized development of commercial uses in the Village of Estero. The ratios established for the non-residential impact fee categories are used to project the anticipated impact fees to be collected by classification by the Village for the next seven years.

Projected Impact Fee Collection Summary

The following forecasted impact fees are provided in separate tables:
Park (Ordinance 2018-10 adopted 7/11/18, combined Regional and Community Parks)
Roads (residential uses)
Roads (non-residential uses)

Section Four

Results

The results of the forecast from the Estero Interactive Growth Model for single-family, multifamily, commercial area and other uses for the forecasted years FY 2025/26 thru 2031/2032 are demonstrated in Table 1 and Table 2 below. The numbers of single-family and multifamily forecasted units are unadjusted, meaning those units that have paid their impact fees to the county are included. The commercial building square footage forecasted is also unadjusted below. There are currently no vacant parcels designated for industrial development. These tables are used to forecast administrative impact fees.

Table 1 (Residential Forecast)

FY	SF Units	MF Units	Hotel/Motel	ACLF
2025-26	97	74	0	0
2026-27	194	268	122	0
2027-28	122	148	128	0
2028-29	49	148	111	0
2029-30	49	148	65	0
2030-31	24	584	127	0
2031-32	24	164	65	0
Source: Metro Forecasting Models 2025				

Table 2 (Commercial Forecast)

FY	Retail (SF)	Office (SF)	Other (SF)
2025-26	55,188	34,033	12,669
2026-27	70,956	43,756	16,288
2027-28	63,072	38,894	14,479
2028-29	39,420	24,309	9,049
2029-30	35,478	21,878	8,144
2030-31	27,594	17,016	6,334
2031-32	23,652	14,585	5,429
Source: Metro Forecasting Models 2025			

Table 3 is adjusted to remove hotel/motel built from FY 2025/26 thru 2031/2032 that have impact fee credits or are otherwise have pre-paid impact fees. These units were only used for impact fee calculations and were not used for calculating the administrative fees.

Table 3 (Adjusted Development Forecast)

FY	SF Units	MF Units	Hotel/Motel	ACLF
2025-26	97	74	0	0
2026-27	194	111	122	0
2027-28	122	148	128	0
2028-29	49	148	0	0
2029-30	49	148	65	0
2030-31	24	184	0	0
2031-32	24	164	65	0
Source: Metro Forecasting Models 2025				

Lee County Commercial Land Use Ratios Analysis

The categories defining the commercial development type for the EIGM need to be translated into the categories for the Estero Impact Fee Schedule. The Land Used Analysis Table (located in the appendix) illustrates the analysis of several communities in Lee County, which also experienced similar development patterns. For example, it is estimated that for Estero, 63% of new commercial development can be classified as belonging to the retail classification on the impact fee schedule. This table analyzes the highest probability from simulation models for the allocation of forecasted commercial space by impact fee categories.

The generated forecasted revenue for administrative fees for the forecasted years FY 2025/26 thru 2031/2032 for Parks, Residential Road and Non-Residential Road are shown in Table 4. The forecast for single-family units, multifamily units and commercial building area are from the EIGM unadjusted forecast.

Table 4

Village of Estero Admin. Impact Fee Summary			
FY	Park	Road	Total
2025-26	$ 7,046	$ 79,633	$ 86,680
2026-27	$ 20,963	$ 181,037	$ 201,999
2027-28	$ 13,596	$ 127,695	$ 141,291
2028-29	$ 9,860	$ 89,079	$ 98,939
2029-30	$ 8,847	$ 80,353	$ 89,200
2030-31	$ 24,260	$ 178,248	$ 202,508
2031-32	$ 8,254	$ 68,974	$ 77,228
	$ 92,826	**$ 805,020**	**$ 897,845**
Source: Metro Forecasting Models 2025			

The generated forecasted revenue for impact fees for the forecasted years FY 2025/26 thru 2031/2032 for Parks, Residential Road and Non-Residential Road are shown respectively in Tables 5A, 5B, and 5C. The forecast for single-family, multifamily units and commercial development are from the EIGM adjusted forecast.

Table 5A

Park Impact Fees				Fees			
FY	SF Units	MF Units	Hotel/Motel	Single Family	Multifamily	Hotel/Motel	Total
2025-26	97	74	0	$ 148,895	$ 85,988	$ -	$ 234,883
2026-27	194	111	122	$ 297,790	$ 128,982	$ 89,548	$ 516,320
2027-28	122	148	128	$ 187,270	$ 171,976	$ 93,952	$ 453,198
2028-29	49	148	0	$ 75,215	$ 171,976	$ -	$ 247,191
2029-30	49	148	65	$ 75,215	$ 171,976	$ 47,710	$ 294,901
2030-31	24	184	0	$ 36,840	$ 213,808	$ -	$ 250,648
2031-32	24	164	65	$ 36,840	$ 190,568	$ 47,710	$ 275,118
Source: Metro Forecasting Models 2025							

Table 5B

Residential Road Impact Fees					Fees				
FY	SF Units	MF Units	Hotel/Motel	ACLF	Single Family	Multifamily	Hotel/Motel	ACLF	Total
2025-26	97	74	0	0	$ 969,612	$ 573,500	$ -	$ -	$ 1,543,112
2026-27	194	111	122	0	$ 1,939,224	$ 860,250	$ 603,534	$ -	$ 3,403,008
2027-28	122	148	128	0	$ 1,219,512	$ 1,147,000	$ 633,216	$ -	$ 2,999,728
2028-29	49	148	0	0	$ 489,804	$ 1,147,000	$ -	$ -	$ 1,636,804
2029-30	49	148	65	0	$ 489,804	$ 1,147,000	$ 321,555	$ -	$ 1,958,359
2030-31	24	184	0	0	$ 239,904	$ 1,426,000	$ -	$ -	$ 1,665,904
2031-32	24	164	65	0	$ 239,904	$ 1,271,000	$ 321,555	$ -	$ 1,832,459
Source: Metro Forecasting Models 2025									

Table 5C

Non-Residential Road Impact Fees				
FY	Retail	Office	Other	Total
2025-26	$ 633,337	$ 259,124	$ 218,872	$ 1,111,333
2026-27	$ 814,291	$ 333,160	$ 267,344	$ 1,414,794
2027-28	$ 723,814	$ 296,142	$ 236,830	$ 1,256,786
2028-29	$ 452,384	$ 185,089	$ 145,895	$ 783,368
2029-30	$ 407,146	$ 166,580	$ 146,362	$ 720,088
2030-31	$ 316,669	$ 129,562	$ 101,195	$ 547,426
2031-32	$ 271,430	$ 111,053	$ 84,201	$ 466,685
Totals	**$ 3,619,071**	**$ 1,480,710**	**$ 1,200,699**	**$ 6,300,481**
Source: Metro Forecasting Models 2025				

The summary of the generated forecasted revenue of impact fees for the forecasted years FY 2025/26 thru 2031/2032 for Parks, Residential Road and Non-Residential Road, are shown in Table 6. The forecast for single-family units, multifamily units and commercial development are from the EIGM adjusted and unadjusted forecast.

Table 6

Village of Estero Impact Fee Summary				
FY	Park	Res Road	Non-Res Road	Total
2025-26	$234,883	$1,543,112	$1,111,333	$2,889,328
2026-27	$516,320	$3,403,008	$1,414,794	$5,334,122
2027-28	$453,198	$2,999,728	$1,256,786	$4,709,712
2028-29	$247,191	$1,636,804	$783,368	$2,667,363
2029-30	$294,901	$1,958,359	$720,088	$2,973,348
2030-31	$250,648	$1,665,904	$547,426	$2,463,978
2031-32	$275,118	$1,832,459	$466,685	$2,574,262
	$ 2,272,259	**$ 15,039,374**	**$ 6,300,481**	**$ 23,612,114**
Source: Metro Forecasting Models 2025				

**Note figures above in Table 6 are rounded to nearest dollar amount*

Appendix

VILLAGE OF ESTERO IMPACT FEE SCHEDULE [3]
Updated and Effective March 10, 2022

PARK, PER DWELLING UNIT Village of Estero Ordinance 2018-10	IMPACT FEE	ADMINISTRATIVE FEE (1)	TOTAL FEE
Single Family Home or Mobile Home	$1535.00	$46.05	$1581.05
Multi-Family, duplex, townhouse, two-family attached, timeshare	$1162.00	$34.86	$1196.86
Hotel/Motel per room/unit	$734.00	$22.02	$756.02
Mobile Home/RV Park Site	$1125.00	$33.75	$1158.75
ROADS, PER DWELLING UNIT Village of Estero Ordinance 2018-09	IMPACT FEE	ADMINISTRATIVE FEE (1)	TOTAL FEE
Single Family Detached or Mobile Home	$9,996.00	$299.88	$10,295.88
Multi-Family, Low rise - < three stories - Duplex & two Family attached, or Townhome, timeshares	$7,750.00	$232.50	$7,982.50
Multi-Family, Mid rise - 3- 10 stories	$5,760.00	$172.80	$5,932.80
Multi-Family, High rise - 11+ stories	$4,700.00	$141.00	$4,841.00
Hotel/Motel or timeshare	$4,947.00	$148.41	$5,095.41
Mobile Home/RV in Park per site	$5,293.00	$158.79	$5,451.79
Continuing Care Retirement Community	$2,540.00	$76.20	$2,616.20
Assisted Living Facility (ALF)	$2,138.00	$64.14	$2,202.14
ROADS, NON-RESIDENTIAL, PER 1,000 SQUARE FEET Village of Estero Ordinance 2018-09	IMPACT FEE	ADMINISTRATIVE FEE (1)	TOTAL FEE
Shopping Center	$11,476.00	$344.28	$11,820.28
Bank	$25,579.00	$767.37	$26,346.37
Car wash, Self-service per stall	$6,112.00	$183.36	$6,295.36
Car wash, Semi-Automated or Automated (per tunnel) *	$23,569.46	$707.08	$24,276.54
Office	$7,614.00	$228.42	$7,842.42
Convenience Store with gas (<10 fueling positions)	$18,979.00	$569.37	$19,548.37
Convenience Store with gas (10+ fueling positions)	$13,565.00	$406.95	$13,971.95
Golf Course (open to public) per acre	$2,277.00	$68.31	$2,345.31
Movie Theater	$26,985.00	$809.55	$27,794.55
Restaurant, Fast Casual	$39,277.00	$1,178.31	$40,455.31
Restaurant, Fast Food	$48,912.00	$1,467.36	$50,379.36
Restaurant, Standard	$22,019.00	$660.57	$22,679.57
Hospital	$7,920.00	$237.60	$8,157.60
Nursing Home	$4,907.00	$147.21	$5,054.21
Place of Worship	$4,712.00	$141.36	$4,853.36
Private School/Elementary or Secondary	$3,893.00	$116.79	$4,009.79
Day Care Center	$10,345.00	$310.35	$10,655.35
General Industrial	$3,380.00	$101.40	$3,481.40
Warehouse	$1,749.00	$52.47	$1,801.47
Warehouse, High Cube	$1,409.00	$42.27	$1,451.27
Mini Warehouse (Self Storage)	$1085.00	$32.55	$1117.55
Mine, per 1,000 Cubic Yards	$40.00	$1.20	$41.20

NOTES:
(1) An administrative fee, currently 3%, will be collected on all impact fee assessments.
(2) Collection rate for school impact fees is reduced to 55% of the adopted fee per Lee County Ordinance 18-08, effective March 10, 2022.

(3) This schedule is effective March 10, 2022 and is for estimating purposes only; final determination of impact fees will be made by the Village.

Lee County Land Use Analysis

NON-RESIDENTIAL LAND USE ANALYSIS											
Impact Fee Categories	DOR Codes	Bonita Springs	Cape Coral	Fort Myers	Unincorp. Lee County	FMB	Estero	Estero Less Mall	AVERAGE	Estero Adjusted
Retail	11,12,13,14,15,16,26,27,30,33	48.0%	66.1%	54.5%	66.2%	65.2%	58.9%	38.6%	**56.80%**	60
Office	17,18,19,24,25,34,35	47.5%	27.5%	41.4%	27.0%	15.9%	37.6%	56.2%	**36.15%**	38
Bank	23	1.4%	1.5%	0.8%	1.7%	3.0%	0.9%	1.3%	**1.52%**	1.5
Convenience Store		0.8%	1.3%	1.1%	0.0%	2.6%	0.8%	1.2%	**1.13%**	1
Movie Theater	31,32	0.0%	0.0%	0.2%	0.6%	1.6%	0.2%	0.3%	**0.41%**	0
Restaurant, Fast Food	22	0.3%	0.9%	0.6%	0.8%	0.0%	0.5%	0.7%	**0.55%**	0.7
Restaurant, Standard	21	1.9%	2.6%	1.4%	2.4%	11.6%	1.1%	1.7%	**3.25%**	2
INSTITUTIONAL: SQFT PER PERSON										
Impact Fee Categories	DOR Codes	Bonita Springs	Cape Coral	Fort Myers	Unincorp. Lee County	FMB	Estero	Estero Less Mall	AVERAGE	Estero Adjusted
Hospital	73, 85	0.86	4.28	9.21	5.61	0.00	7.03	7.03	**4.86**	5.92
Nursing Home	78	0.00	0.00	0.98	0.41	0.00	0.00	0.00	**0.20**	0.1
Church	71	5.42	4.28	23.29	11.08	16.18	3.64	3.64	**9.64**	5.39
Private School/Elementary or Secon	72	0.06	0.33	2.54	1.80	0.00	0.22	0.22	**0.74**	0.68
Daycare		0.90	0.00	0.00	0.00	0.00	0.52	0.52	**0.28**	0.77
INDUSTRIAL: SQFT PER PERSON										
Impact Fee Categories	DOR Codes	Bonita Springs	Cape Coral	Fort Myers	Unincorp. Lee County	FMB	Estero	Estero Less Mall	AVERAGE	Estero Adjusted
General Industrial	40,41,42,43,49	3.31	2.13	13.69	8.15	0.00	0.00	0.00	**3.90**	0
Warehouse	29,44,48	38.03	0.00	90.59	56.06	6.96	8.61	8.71	**29.85**	0
Warehouse, High Cube		0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0
Mini Warehouse		0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**	0
*No vacant industrial land in Estero, therefore there will be no future impact fee										
NON-RESIDENTIAL, OTHER PER PERSON										
Impact Fee Categories	DOR Codes	Bonita Springs	Cape Coral	Fort Myers	Unincorp. Lee County	FMB	Estero	Estero Less Mall	AVERAGE	Estero Adjusted
Carwash, per Bay		0.0002	0.0002	0.0005	0.0000	0.0004	0.0004	0.0004	**0.0003**	0.003
Golf Course, per Acre	38	0.044	0.001	0.001	0.000	0.005	0.066	0.066	**0.02**	0
Mine, per 1,000 CY	92	0.155	0.000	0.000	0.433	0.005	0.000	0.000	**0.07**	0
Impact Fee Categories	DOR Codes	Bonita Springs	Cape Coral	Fort Myers	Unincorp. Lee County	FMB	Estero	Estero Less Mall	AVERAGE	Estero Adjusted
Hotel Motels, per Unit	39	0.025	0.004	0.000	0.000	0.000	0.015	0.015	**0.01**	0.025
Source: Metro Forecasting Models 2022										

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Cypress Bend & Sunny Grove Utility Extension Project Updates

Description:

Village Staff will provide an update on the Cypress Bend & Sunny Grove Utility Extension Projects (UEP). The update will include a summary of the existing project status, expected costs and an updated project schedule.

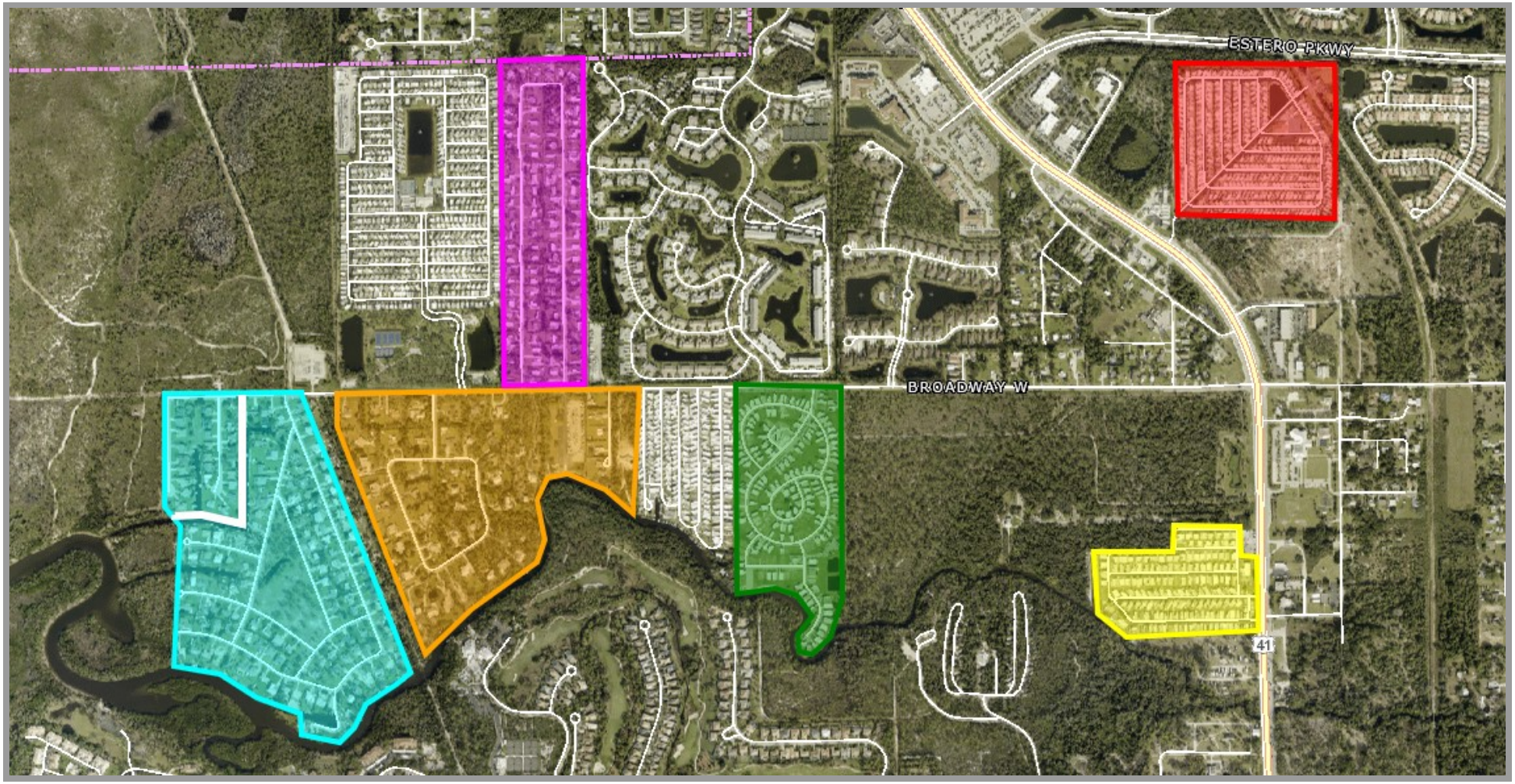
Financial Impacts:

There are no direct financial impacts associated with this workshop item. Project construction costs and property assessments will be included in future Village Council Agendas.

Prepared by: Robert Wiley

Attachments:

1. Location map
2. Presentation (provided in desk packet)


ESTERO PKWY
BROADWAY W
41

Village of Estero
Utilities Expansion Program

Cypress Bend & Sunny Grove

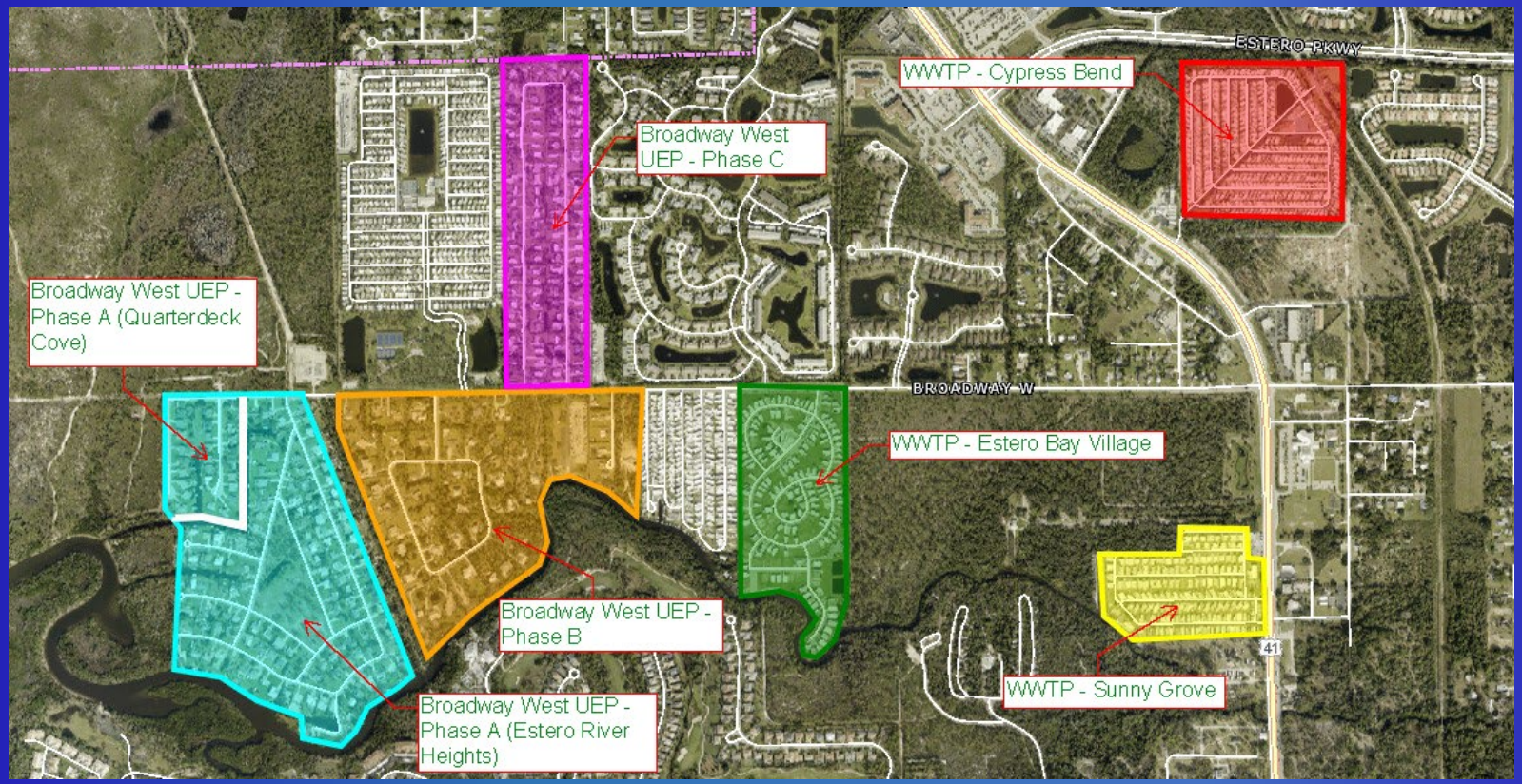
Robert Wiley, Project Manager

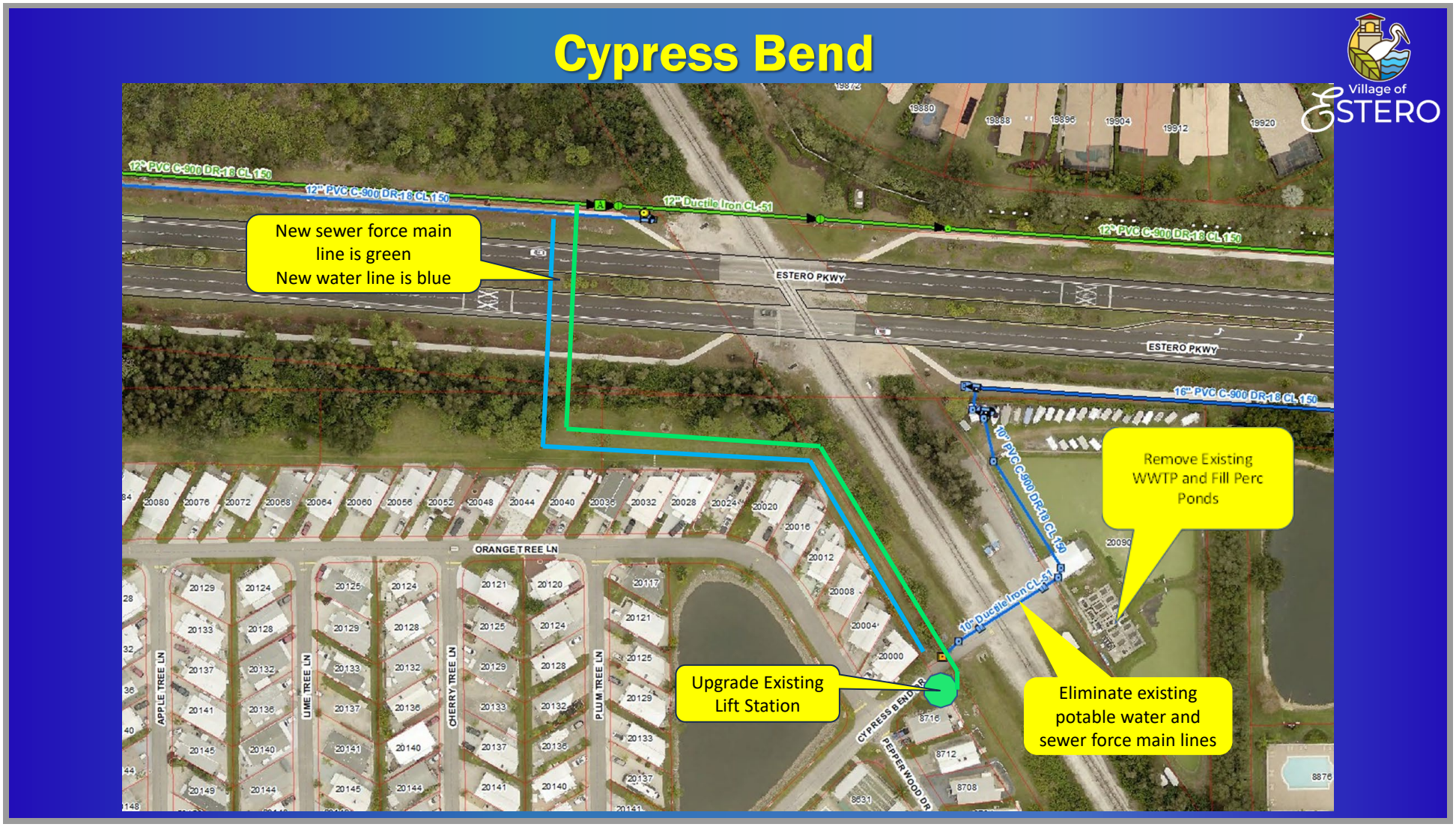
Village of Estero Public Works Department

Projects Location Map

Today's Focus is on Cypress Bend and Sunny Grove

Village of ESTERO




Cypress Bend
Village of ESTERO
12" PVC C-900 DR-18 CL 150
12" PVC C-900 DR-18 CL 150
12" Ductile Iron CL-51
12" PVC C-900 DR-18 CL 150
New sewer force main line is green
New water line is blue
ESTERO PKWY
ESTERO PKWY
16" PVC C-900 DR-18 CL 150
10" PVC C-900 DR-18 CL 150
10" Ductile Iron CL-51
Remove Existing WWTP and Fill Perc Ponds
Upgrade Existing Lift Station
Eliminate existing potable water and sewer force main lines
ORANGE TREE LN
APPLE TREE LN
LIME TREE LN
CHERRY TREE LN
PLUM TREE LN
CYPRESS BEND DR
PEPPERWOOD DR

Cypress Bend Issues

- Old private wastewater treatment plant
  - Ongoing operational issues
  - Nutrients leaching into groundwater
  - Not as effective or efficient as the Lee County Utilities wastewater reclamation facility located on Three Oaks Pkwy.
- Florida Department of Environmental Protection Consent Order
- Cascades neighborhood immediately adjacent to the east
  - Odors
  - Nutrients leaching into stormwater lake

Cypress Bend Project Costs

Engineer's OPCC =	$1,805,000
FDEP Grant (legislative appropriation) =	-$ 118,000
Reimbursement by LCU (water main) =	-$ 289,000
Balance =	$1,398,000

Number of Owner Properties = 402

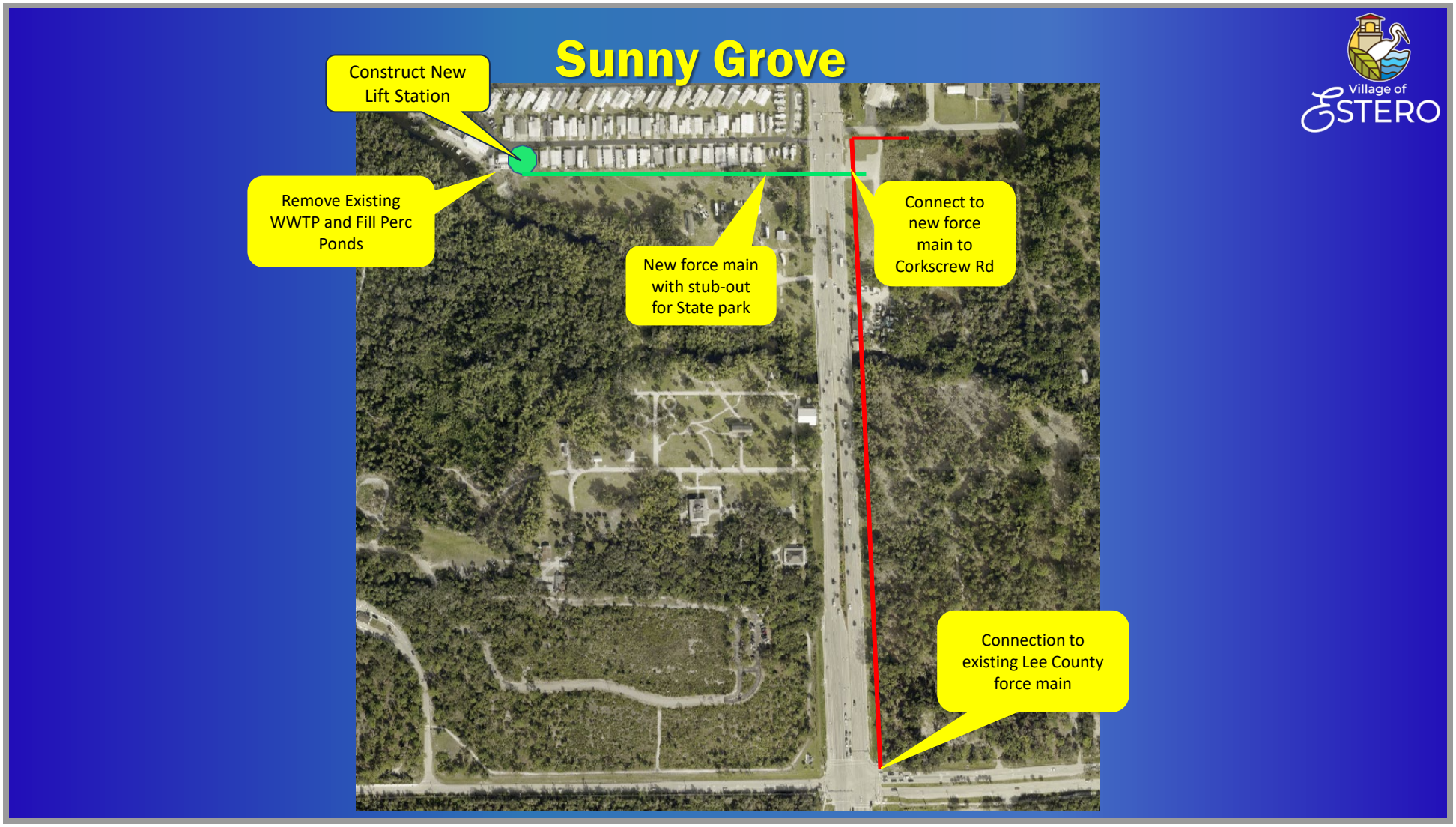
Village of Estero Contribution Considerations

- At 0% the Unit Owner Cost range ≈ $3,500 to $4,000
- At 25% the Unit Owner Cost range ≈ $2,600 to $2,900

Note: Pre-payment of LCU permit review and half of the impact fees ≈ $20K over the 25% contribution level.

Cypress Bend Construction Schedule

Bids Due	May 22, 2025
Contract to Village Council	June 18, 2025
WWTP Off-line	November 2025
Perc Ponds and WWTP removed	April 2026


Sunny Grove
Construct New Lift Station
Remove Existing WWTP and Fill Perc Ponds
New force main with stub-out for State park
Connect to new force main to Corkscrew Rd
Connection to existing Lee County force main
Village of ESTERO

Sunny Grove Issues

- **Old private wastewater treatment plant**
  - **Perc ponds located on north bank of Estero River**
  - **Subject to storm surge flooding**
  - **Ongoing operational issues**
  - **Nutrients leaching into groundwater**
  - **Not as effective or efficient as the Lee County Utilities wastewater reclamation facility located on Three Oaks Pkwy.**

Sunny Grove Project Costs

Engineer's OPCC =	$2,212,000
FDEP Grant (legislative appropriation) =	-$ 208,000
Balance =	$2,004,000

Number of Owner Properties = 155

Village of Estero Contribution Considerations

- At 0% the Unit Owner Cost range ≈ $13,000 to $14,300
- At 25% the Unit Owner Cost range ≈ $ 9,700 to $10,700

- Note: Pre-payment of LCU permit review and half of the impact fees leaves a balance of $320,000 to meet the 25% contribution level.

Sunny Grove Construction Schedule

Bids Due	May 22, 2025
Contract to Village Council	June 18, 2025
WWTP Off-line	November 2025
Perc Ponds and WWTP removed	April 2026

Non-ad valorem Assessment Process & Schedule

Chap. 197 F.S.

➢ 4 weekly ads	11-19-25 thru 12-10-25
➢ Adoption of Resolution	12-17-25
➢ Assessment Methodology, Rates Roll	Feb.-June 2026
➢ Updated information from Prop. Appraiser	6-1-26
➢ Adopt preliminary assessment roll	7-1-26
➢ Mail notice to property owners and publish notice	8-9-26
➢ Public adoption hearing for final assessment resolution	9-1-26
➢ Final assessment roll to County Tax Collector	9-8-26
➢ Tax bills mailed by Tax Collector	November 2026

Questions?

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Agenda Item:

Estero River Park Project update

Description:

The Village's construction manager, Manhattan Construction is currently building the Estero RiverPark Phase 1 improvements which include the entry road, parking lot, utilities, restroom building, pedestrian bridge and nature trails. Manhattan is also working on the design for the Phase 2 improvements which will include additional nature tails, US 41 sidewalk, Corkscrew Road sidewalk, and a perimeter fence around the park property located south of the Estero River.

Village Staff and the Manhattan team will provide an update on both the Phase 1 and 2 park improvements.

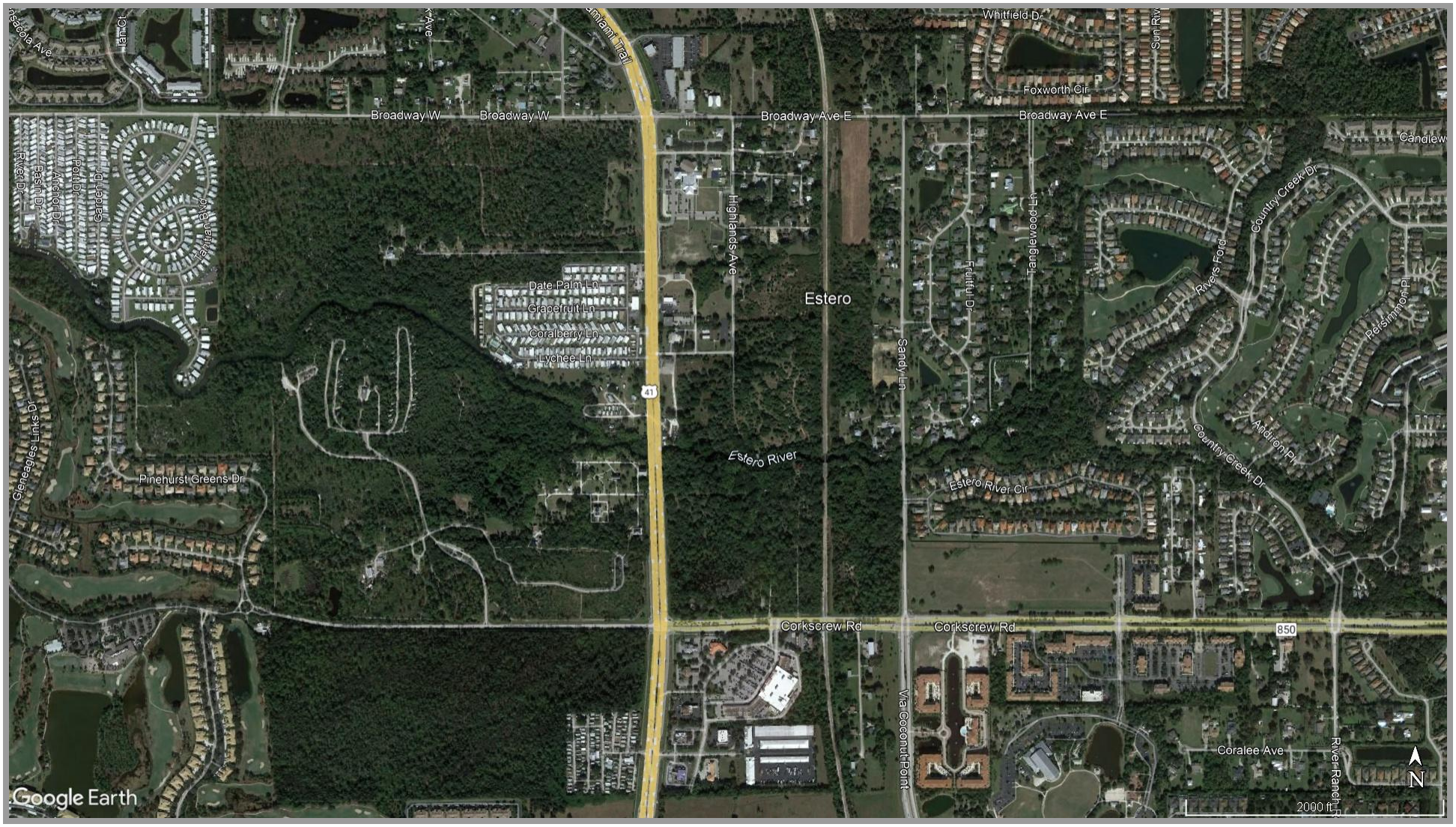
Financial Impact:

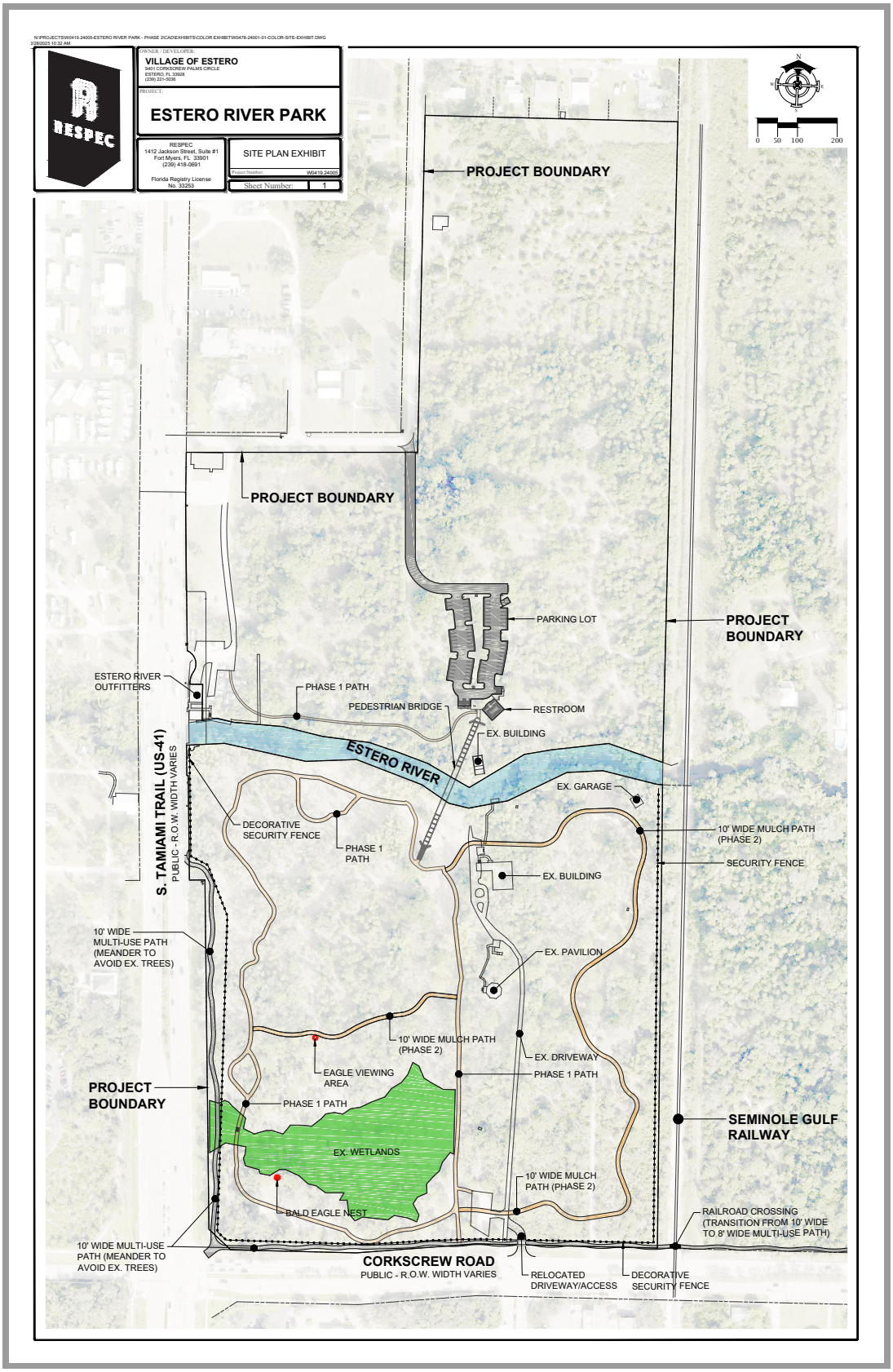
There are no financial impacts with this workshop item. Any financial impacts will be discussed as future Council meetings.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Overall RiverPark Plan
3. Construction Photographs
4. Phase 2 Civil Alternative A
5. Phase 2 Civil Alternative B
6. Fence Design
7. Project Schedule


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

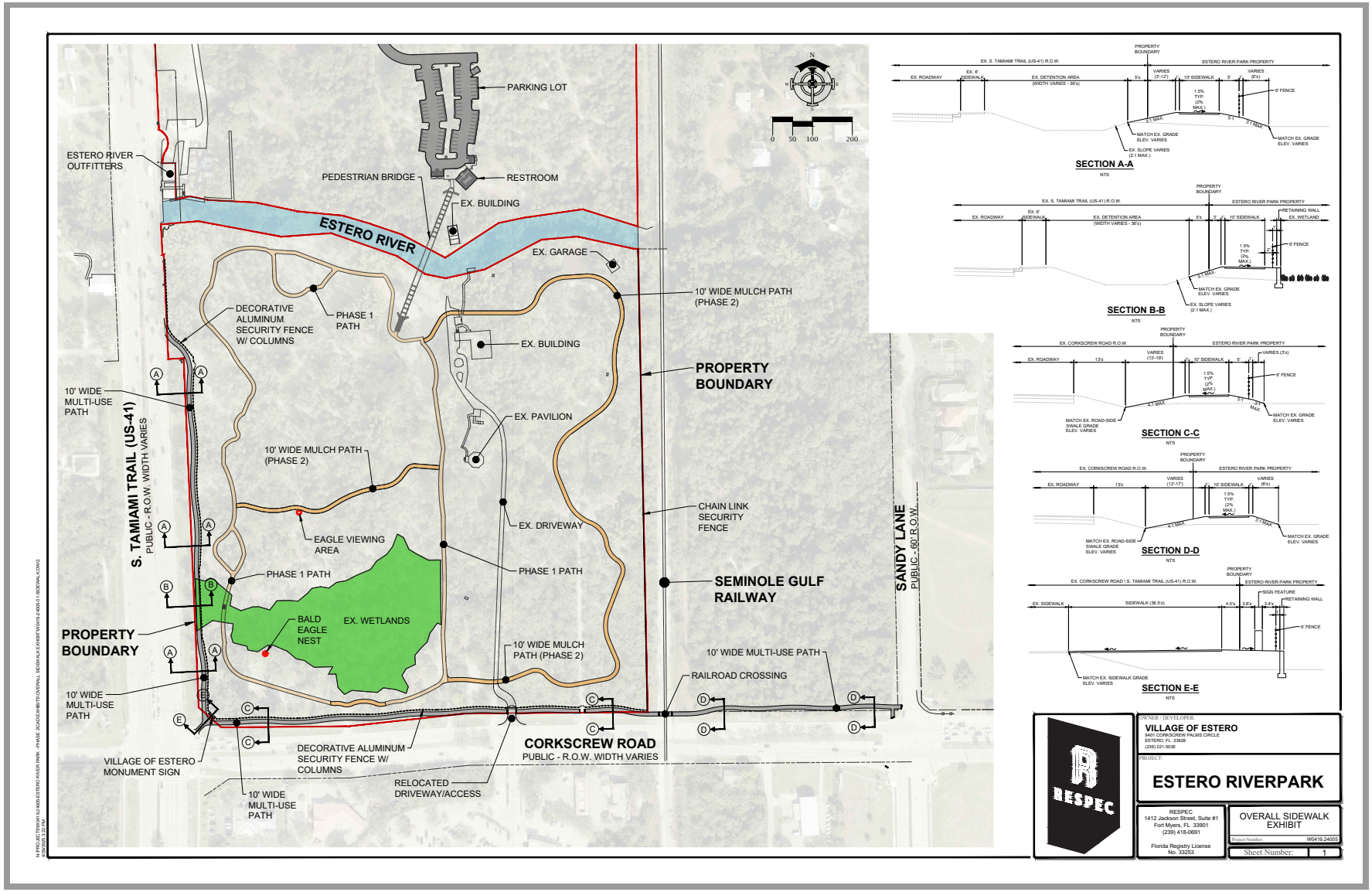

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OWNER / DEVELOPER:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5036
PROJECT:
ESTERO RIVER PARK
RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License
No. 33253
SITE PLAN EXHIBIT
Project Number W0419.24005
Sheet Number: 1
N
0 50 100 200
PROJECT BOUNDARY
PROJECT BOUNDARY
PARKING LOT
PROJECT BOUNDARY
ESTERO RIVER OUTFITTERS
PHASE 1 PATH
PEDESTRIAN BRIDGE
RESTROOM
EX. BUILDING
ESTERO RIVER
EX. GARAGE
S. TAMIAMI TRAIL (US-41)
PUBLIC - R.O.W. WIDTH VARIES
DECORATIVE SECURITY FENCE
PHASE 1 PATH
10' WIDE MULCH PATH (PHASE 2)
SECURITY FENCE
EX. BUILDING
10' WIDE MULTI-USE PATH (MEANDER TO AVOID EX. TREES)
EX. PAVILION
10' WIDE MULCH PATH (PHASE 2)
EX. DRIVEWAY
EAGLE VIEWING AREA
PHASE 1 PATH
PROJECT BOUNDARY
PHASE 1 PATH
SEMINOLE GULF RAILWAY
EX. WETLANDS
10' WIDE MULCH PATH (PHASE 2)
BALD EAGLE NEST
RAILROAD CROSSING (TRANSITION FROM 10' WIDE TO 8' WIDE MULTI-USE PATH)
10' WIDE MULTI-USE PATH (MEANDER TO AVOID EX. TREES)
CORKSCREW ROAD
PUBLIC - R.O.W. WIDTH VARIES
RELOCATED DRIVEWAY/ACCESS
DECORATIVE SECURITY FENCE

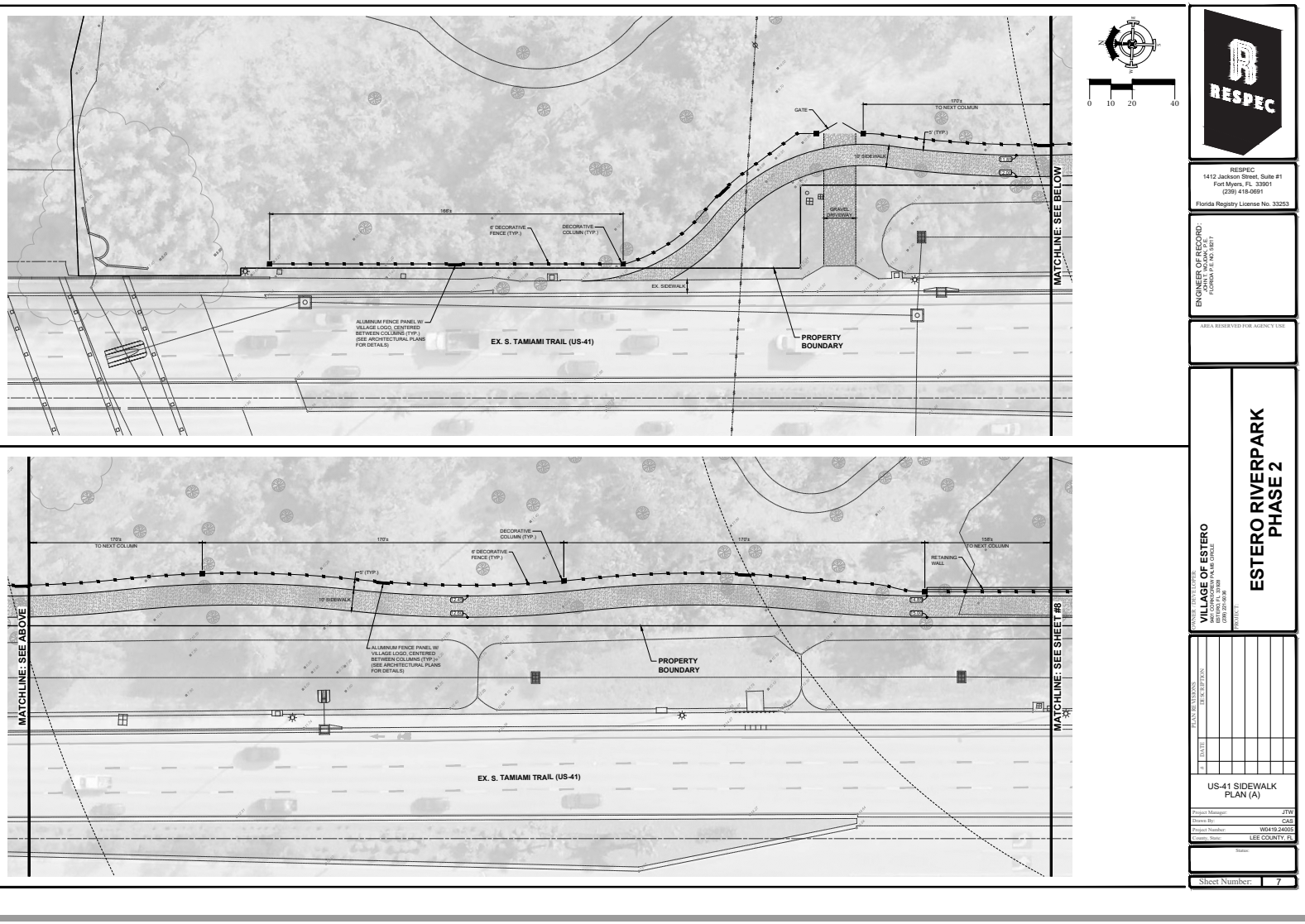









PARKING LOT
ESTERO RIVER OUTFITTERS
PEDESTRIAN BRIDGE
RESTROOM
EX. BUILDING
ESTERO RIVER
EX. GARAGE
10' WIDE MULCH PATH (PHASE 2)
DECORATIVE ALUMINUM SECURITY FENCE W/ COLUMNS
PHASE 1 PATH
EX. BUILDING
PROPERTY BOUNDARY
10' WIDE MULTI-USE PATH
S. TAMIAMI TRAIL (US-41)
PUBLIC - R.O.W. WIDTH VARIES
EX. PAVILION
10' WIDE MULCH PATH (PHASE 2)
CHAIN LINK SECURITY FENCE
EX. DRIVEWAY
EAGLE VIEWING AREA
PHASE 1 PATH
PHASE 1 PATH
SEMINOLE GULF RAILWAY
SANDY LANE
PUBLIC - 60' R.O.W.
BALD EAGLE NEST
EX. WETLANDS
PROPERTY BOUNDARY
10' WIDE MULCH PATH (PHASE 2)
10' WIDE MULTI-USE PATH
RAILROAD CROSSING
10' WIDE MULTI-USE PATH
VILLAGE OF ESTERO MONUMENT SIGN
DECORATIVE ALUMINUM SECURITY FENCE W/ COLUMNS
CORKSCREW ROAD
PUBLIC - R.O.W. WIDTH VARIES
10' WIDE MULTI-USE PATH
RELOCATED DRIVEWAY/ACCESS
0 50 100 200
SECTION A-A
NTS
SECTION B-B
NTS
SECTION C-C
NTS
SECTION D-D
NTS
SECTION E-E
NTS
RESPEC
OWNER / DEVELOPER:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5036
PROJECT:
ESTERO RIVERPARK
RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253
OVERALL SIDEWALK EXHIBIT
Project Number: W0419.24005
Sheet Number: 1



RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253

ENGINEER OF RECORD:
JEFFREY T. WALLACE
FLORIDA P.E. NO. 58577

AREA RESERVED FOR AGENCY USE

OWNER / DEVELOPER:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5000

PROJECT:
ESTERO RIVERPARK PHASE 2

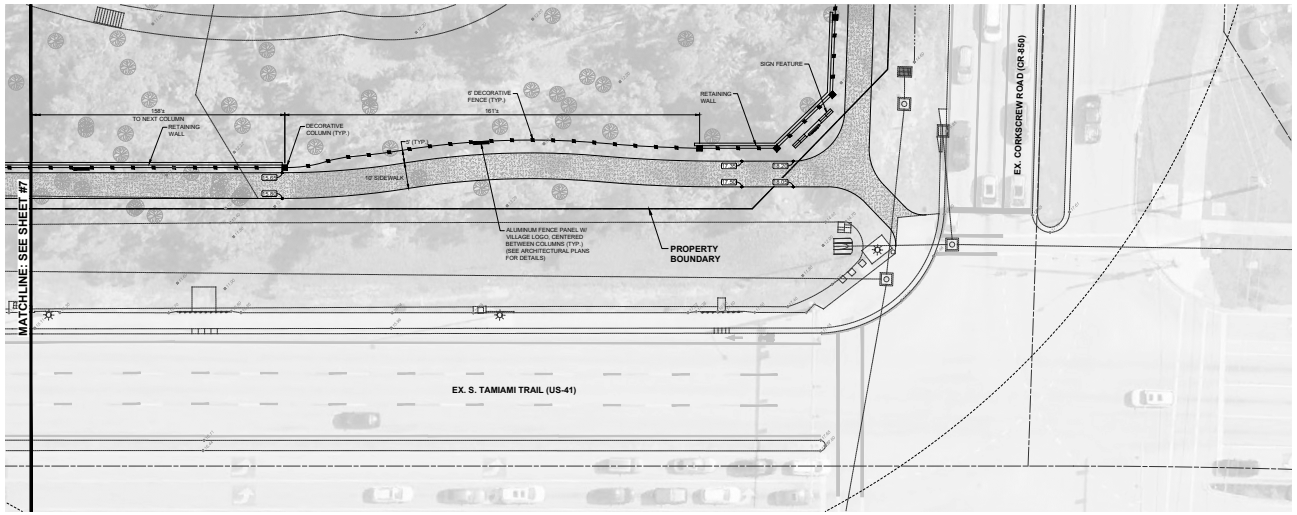
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		30 % SUBMISSION

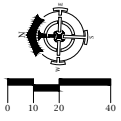
US-41 SIDEWALK PLAN (A)

Project Manager:	JTW
Drawn By:	CAS
Project Number:	W0419.24005
County, State:	LEE COUNTY, FL
Status:	

Sheet Number: 7

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RESPEC

RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253

ENGINEER OF RECORD:
JOSEPH T. WEST, P.E.
FLORIDA P.E. NO. 59577

AREA RESERVED FOR AGENCY USE

PREPARED FOR:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS BLVD.
ESTERO, FL 33928
(239) 221-5000

PROJECT:
ESTERO RIVERPARK PHASE 2

PLAN REVISIONS
| DATE | DESCRIPTION

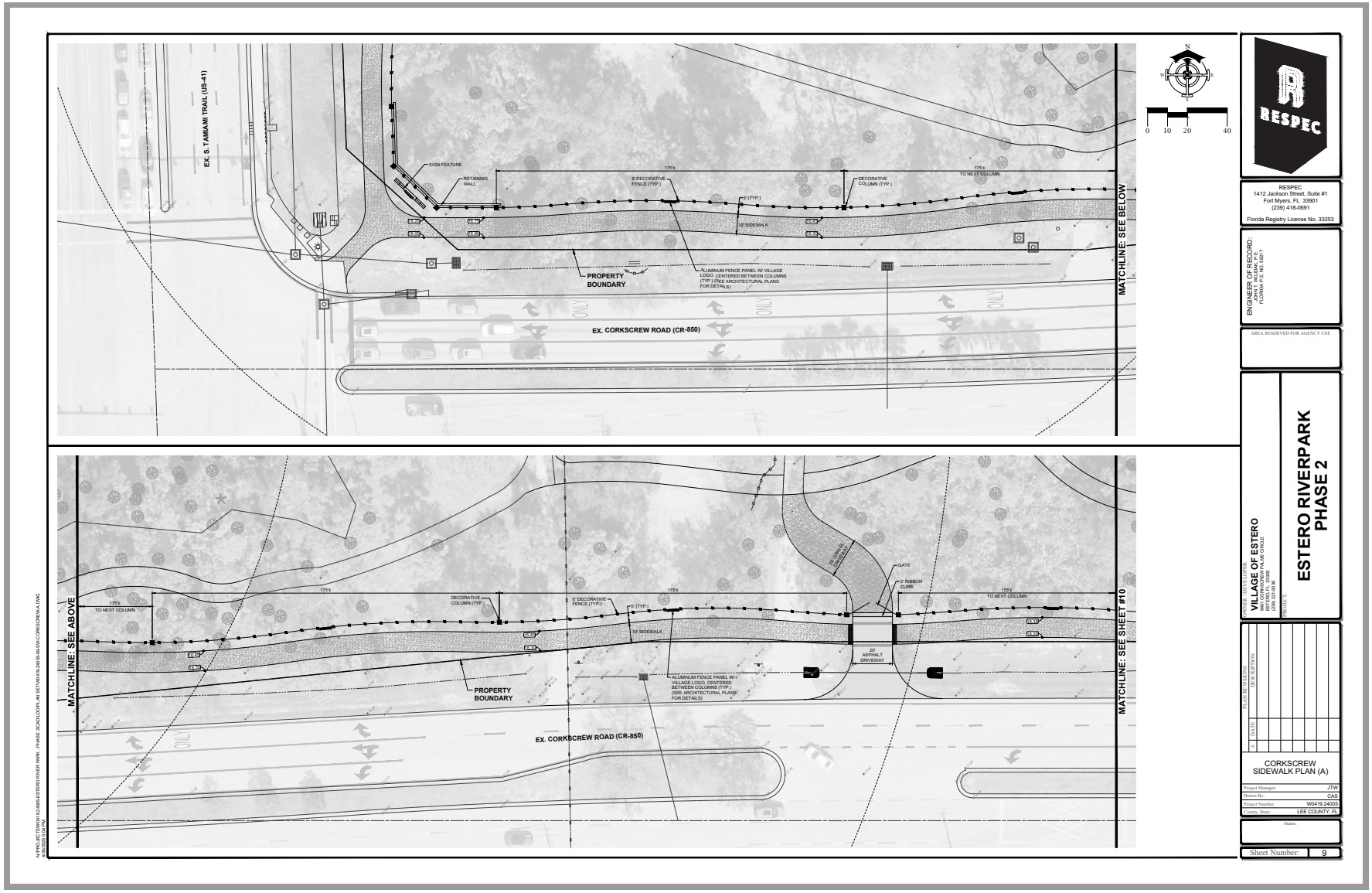
US-41 SIDEWALK PLAN (B)

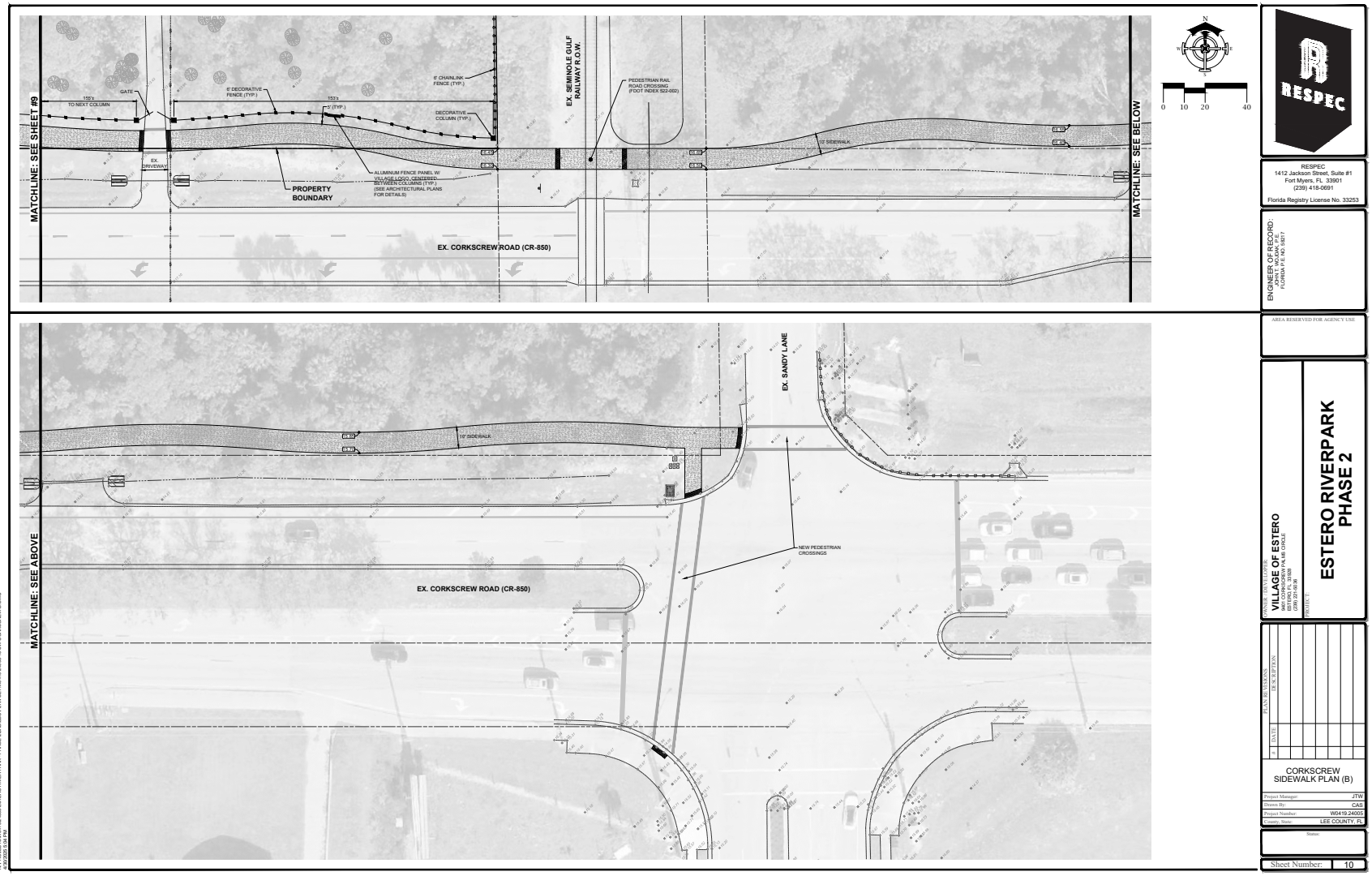
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Drawn By:	CAS
Project Number:	W0419.24005
County, State:	LEE COUNTY, FL

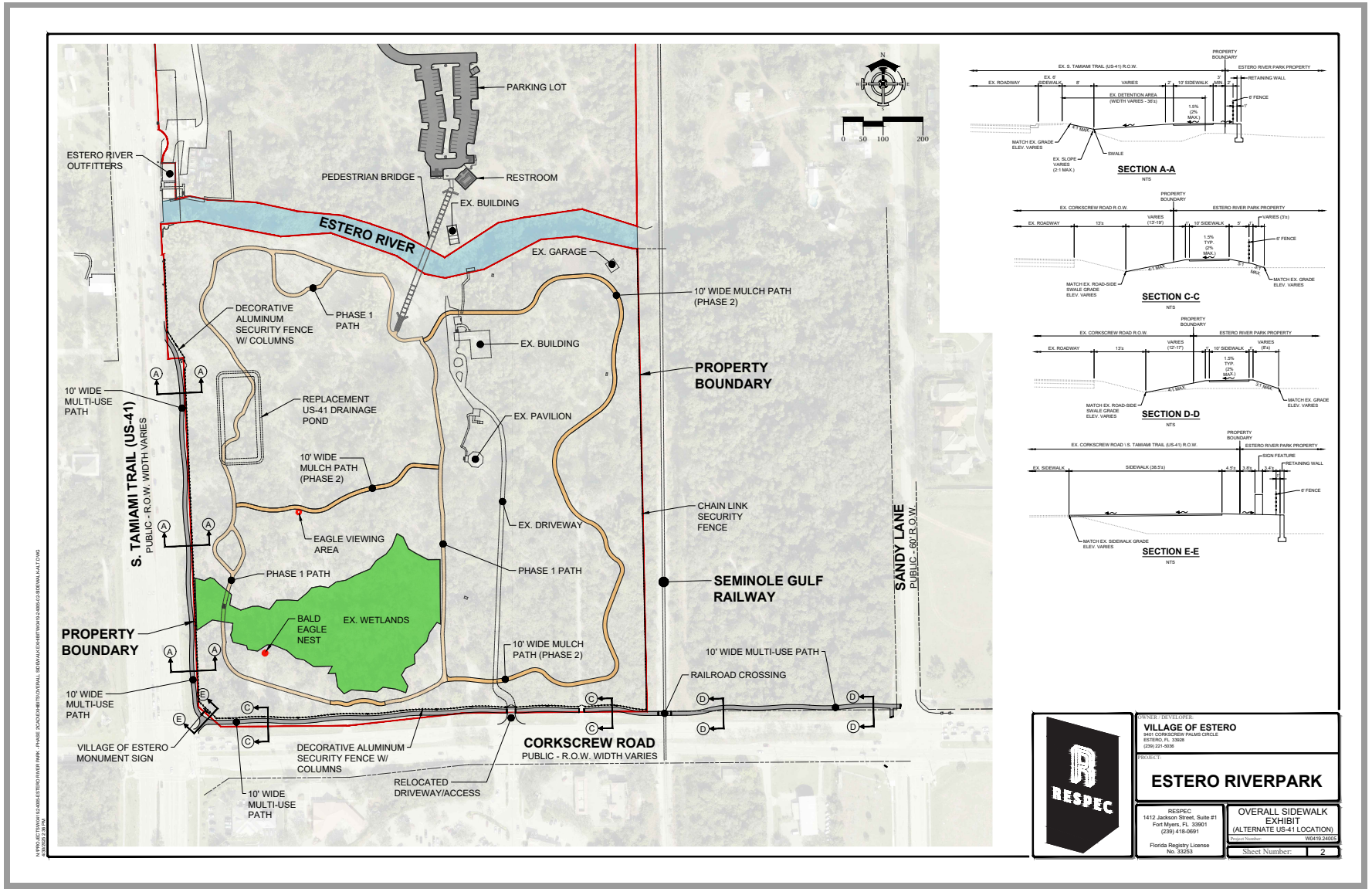
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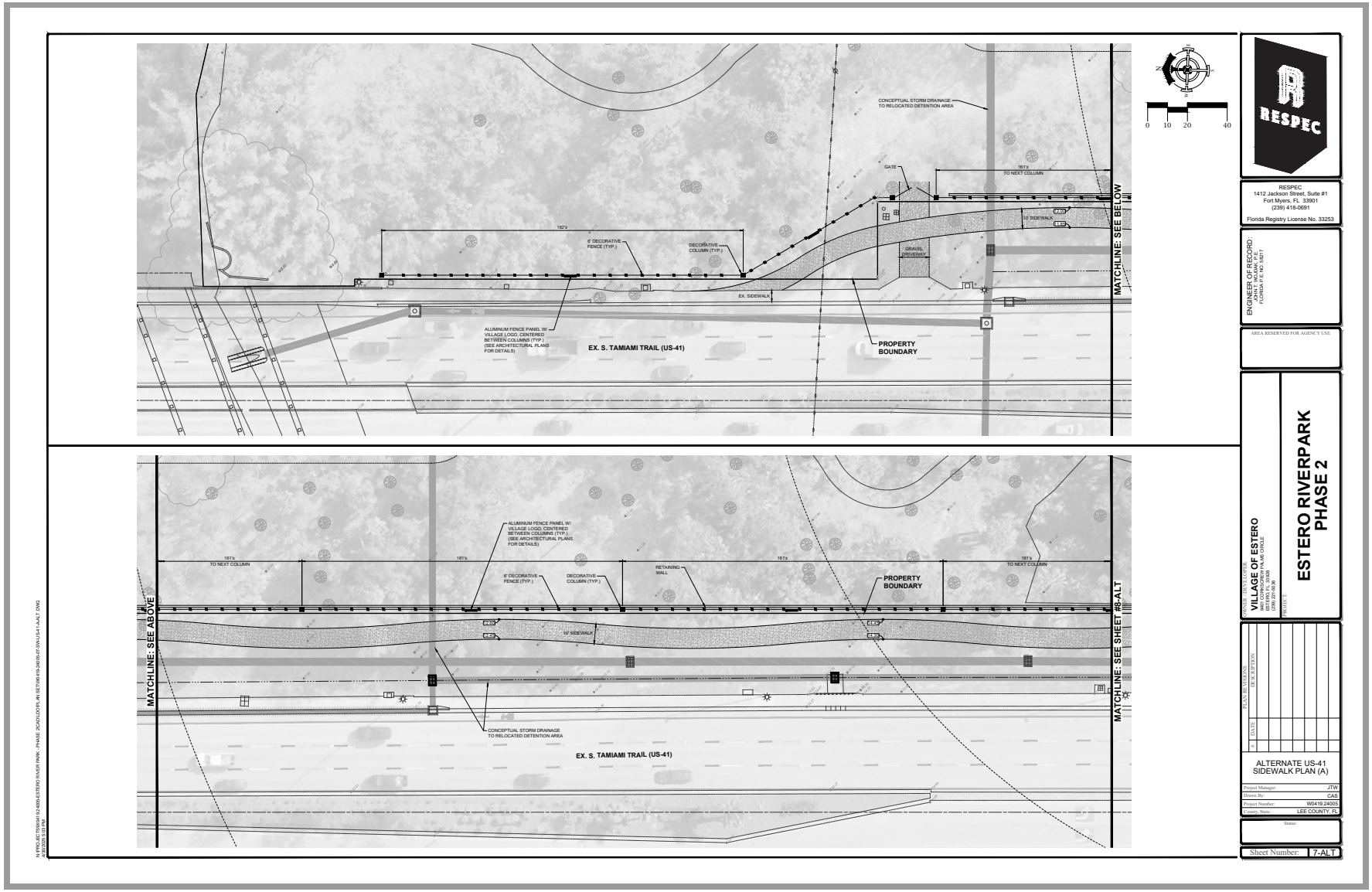
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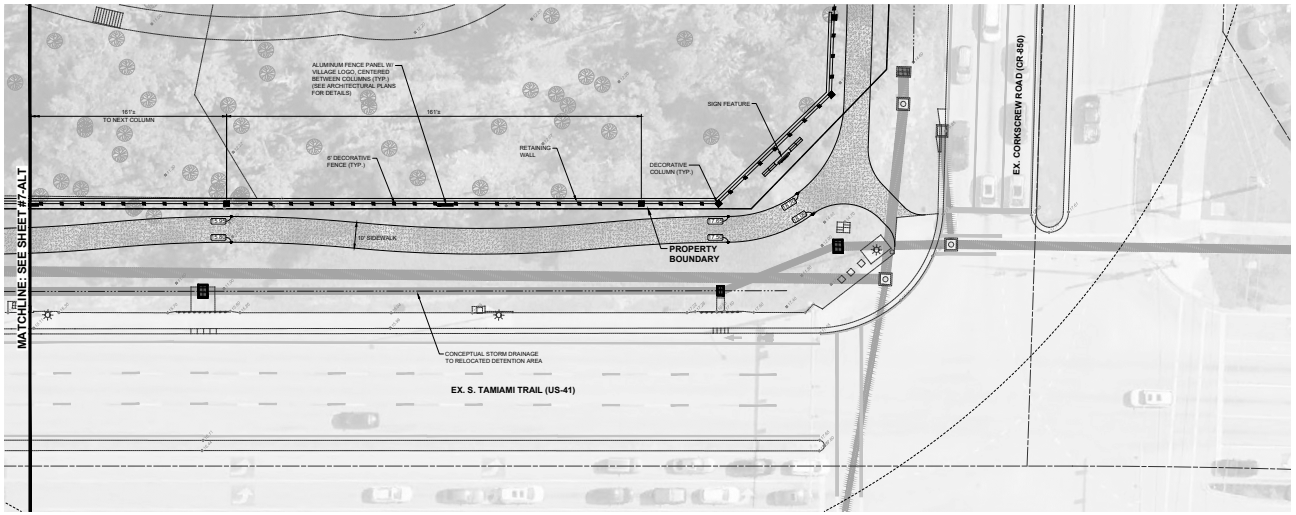
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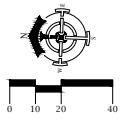

EX. S. TAMIAMI TRAIL (US-41)
SIGN FEATURE
RETAINING WALL
8' DECORATIVE FENCE (TYP.)
DECORATIVE COLUMN (TYP.)
175'±
TO NEXT COLUMN
5' (TYP.)
10' SIDEWALK
PROPERTY BOUNDARY
ALUMINUM FENCE PANEL W/ VILLAGE LOGO, CENTERED BETWEEN COLUMNS (TYP.) (SEE ARCHITECTURAL PLANS FOR DETAILS)
MATCHLINE: SEE BELOW
EX. CORKSCREW ROAD (CR-850)
ONLY
MATCHLINE: SEE ABOVE
MATCHLINE: SEE SHEET #10
GATE
2' RIBBON CURB
20' ASPHALT DRIVEWAY
0 10 20 40
RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253
ENGINEER OF RECORD:
JOSEPH T. WEST, P.E.
FLORIDA P.E NO. 59577
AREA RESERVED FOR AGENCY USE
VILLAGE OF ESTERO
ESTERO RIVERPARK PHASE 2
CORKSCREW SIDEWALK PLAN (A)
Project Manager: JTW
Drawn By: CAS
Project Number: W0419.24005
County, State: LEE COUNTY, FL
Sheet Number: 9

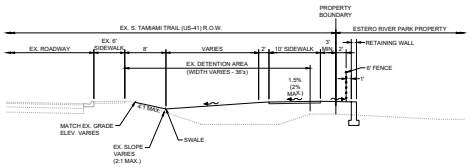

MATCHLINE: SEE SHEET #9
GATE
155'±
TO NEXT COLUMN
6' DECORATIVE FENCE (TYP.)
153'±
(TYP.)
6' CHAINLINK FENCE (TYP.)
DECORATIVE COLUMN (TYP.)
EX. SEMINOLE GULF RAILWAY R.O.W.
PEDESTRIAN RAIL ROAD CROSSING (FDOT INDEX 522-002)
MATCHLINE: SEE BELOW
12' SIDEWALK
EX. DRIVEWAY
PROPERTY BOUNDARY
ALUMINUM FENCE PANEL W/ VILLAGE LOGO, CENTERED BETWEEN COLUMNS (TYP.) (SEE ARCHITECTURAL PLANS FOR DETAILS)
EX. CORKSCREW ROAD (CR-850)
0 10 20 40
MATCHLINE: SEE ABOVE
10' SIDEWALK
EX. SANDY LANE
NEW PEDESTRIAN CROSSINGS
EX. CORKSCREW ROAD (CR-850)
RESPEC
RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253
ENGINEER OF RECORD:
JAMES T. WEST, P.E.
FLORIDA P.E. NO. 59577
AREA RESERVED FOR AGENCY USE
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5000
ESTERO RIVERPARK
PHASE 2
PLAN REVISIONS
DATE
CORKSCREW
SIDEWALK PLAN (B)
Project Manager: JTW
Drawn By: CAS
Project Number: W0419.24005
County, State: LEE COUNTY, FL
Status:
Sheet Number: 10


PARKING LOT
ESTERO RIVER OUTFITTERS
PEDESTRIAN BRIDGE
RESTROOM
EX. BUILDING
ESTERO RIVER
EX. GARAGE
10' WIDE MULCH PATH (PHASE 2)
DECORATIVE ALUMINUM SECURITY FENCE W/ COLUMNS
PHASE 1 PATH
EX. BUILDING
PROPERTY BOUNDARY
10' WIDE MULTI-USE PATH
REPLACEMENT US-41 DRAINAGE POND
EX. PAVILION
S. TAMIAMI TRAIL (US-41)
PUBLIC - R.O.W. WIDTH VARIES
10' WIDE MULCH PATH (PHASE 2)
CHAIN LINK SECURITY FENCE
EX. DRIVEWAY
EAGLE VIEWING AREA
PHASE 1 PATH
PHASE 1 PATH
SEMINOLE GULF RAILWAY
SANDY LANE
PUBLIC - 60' R.O.W.
PROPERTY BOUNDARY
BALD EAGLE NEST
EX. WETLANDS
10' WIDE MULCH PATH (PHASE 2)
10' WIDE MULTI-USE PATH
10' WIDE MULTI-USE PATH
RAILROAD CROSSING
VILLAGE OF ESTERO MONUMENT SIGN
DECORATIVE ALUMINUM SECURITY FENCE W/ COLUMNS
CORKSCREW ROAD
PUBLIC - R.O.W. WIDTH VARIES
10' WIDE MULTI-USE PATH
RELOCATED DRIVEWAY/ACCESS
0 50 100 200
SECTION A-A
NTS
SECTION C-C
NTS
SECTION D-D
NTS
SECTION E-E
NTS
OWNER / DEVELOPER:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5036
PROJECT:
ESTERO RIVERPARK
RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253
OVERALL SIDEWALK EXHIBIT
(ALTERNATE US-41 LOCATION)
Project Number: W0419.24005
Sheet Number: 2


CONCEPTUAL STORM DRAINAGE TO RELOCATED DETENTION AREA
GATE
161'± TO NEXT COLUMN
162'±
6' DECORATIVE FENCE (TYP.)
DECORATIVE COLUMN (TYP.)
GRAVEL DRIVEWAY
10' SIDEWALK
EX. SIDEWALK
ALUMINUM FENCE PANEL W/ VILLAGE LOGO, CENTERED BETWEEN COLUMNS (TYP.) (SEE ARCHITECTURAL PLANS FOR DETAILS)
EX. S. TAMIAMI TRAIL (US-41)
PROPERTY BOUNDARY
MATCHLINE: SEE BELOW
0 10 20 40
RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253
ENGINEER OF RECORD:
JAMES T. WEST, P.E.
FLORIDA P.E. NO. 93577
AREA RESERVED FOR AGENCY USE
PREPARED FOR:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS BLVD.
ESTERO, FL 33928
(239) 221-5000
PROJECT:
ESTERO RIVERPARK PHASE 2
REVISIONS
NO. DATE DESCRIPTION
ALTERNATE US-41 SIDEWALK PLAN (A)
Project Manager: JTW
Drawn By: CAS
Project Number: W0419.24005
County, State: LEE COUNTY, FL
Status:
Sheet Number: 7-ALT
MATCHLINE: SEE ABOVE
ALUMINUM FENCE PANEL W/ VILLAGE LOGO, CENTERED BETWEEN COLUMNS (TYP.) (SEE ARCHITECTURAL PLANS FOR DETAILS)
161'± TO NEXT COLUMN
161'±
6' DECORATIVE FENCE (TYP.)
DECORATIVE COLUMN (TYP.)
RETAINING WALL
10' SIDEWALK
CONCEPTUAL STORM DRAINAGE TO RELOCATED DETENTION AREA
EX. S. TAMIAMI TRAIL (US-41)
PROPERTY BOUNDARY
MATCHLINE: SEE SHEET #8-ALT
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4/3/2025 7:03 PM







SECTION Z-Z

NTS

RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253

ENGINEER OF RECORD:
JOSEPH T. WHITE, P.E.
FLORIDA P.E. NO. 59577

AREA RESERVED FOR AGENCY USE

PREPARED FOR:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5000

PROJECT:
ESTERO RIVERPARK PHASE 2

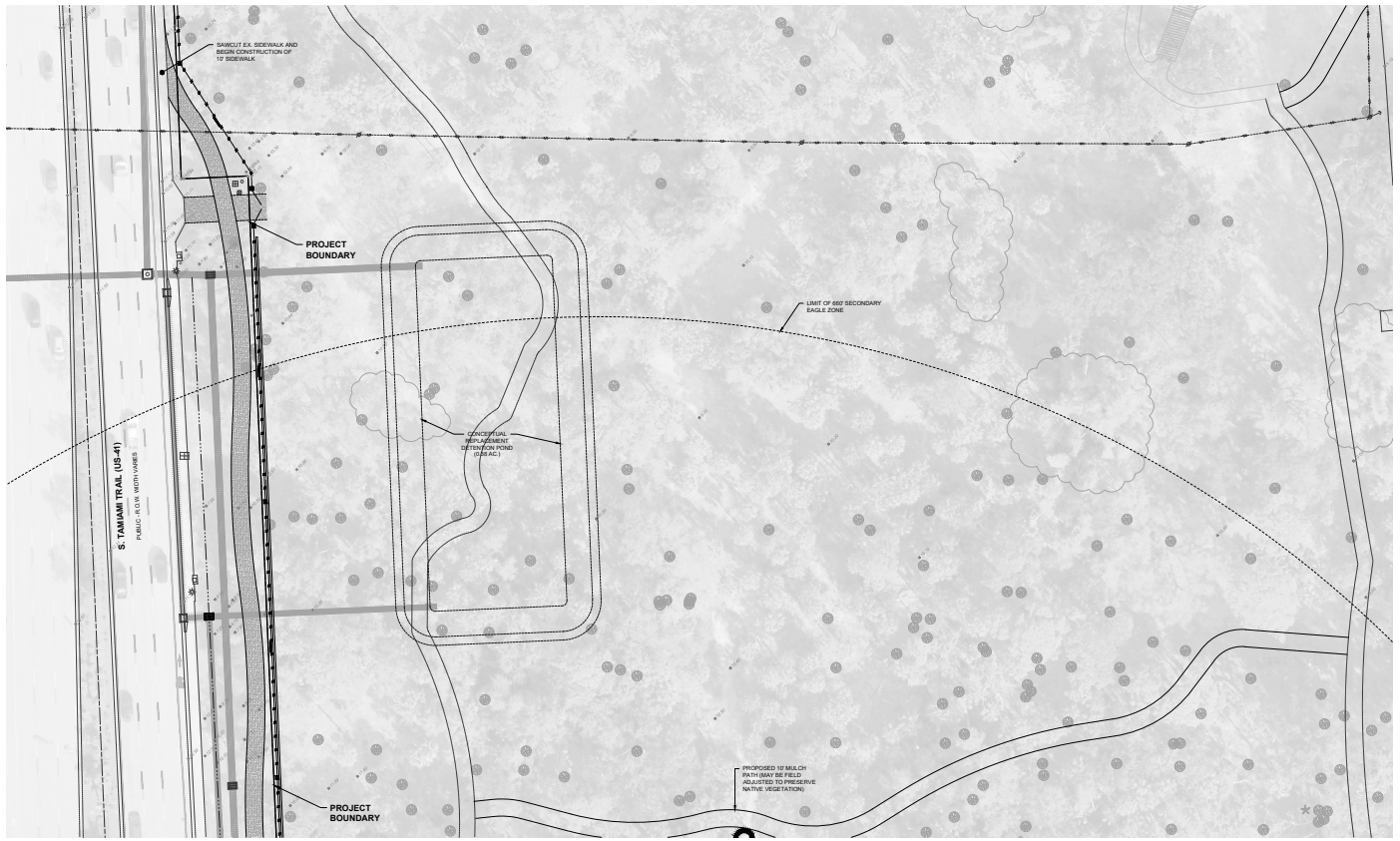
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NO. DATE DESCRIPTION

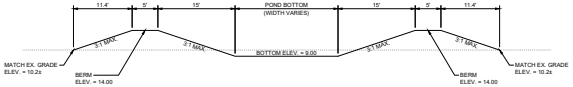
ALTERNATE US-41 SIDEWALK PLAN (B)

Project Manager:	JTW
Drawn By:	CAS
Project Number:	W0419.24005
County, State:	LEE COUNTY, FL
Status:	

Sheet Number: 8-ALT

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DETENTION POND SECTION

NTS

RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253

ENGINEER OF RECORD:
JEFFREY T. WARD, P.E.
FLORIDA P.E. NO. 59577

AREA RESERVED FOR AGENCY USE

PREPARED FOR:
VILLAGE OF ESTERO
9401 CORKSCREW PALMS CIRCLE
ESTERO, FL 33928
(239) 221-5000

PROJECT:
ESTERO RIVERPARK PHASE 2

PLAN REVISIONS
NO. DATE DESCRIPTION

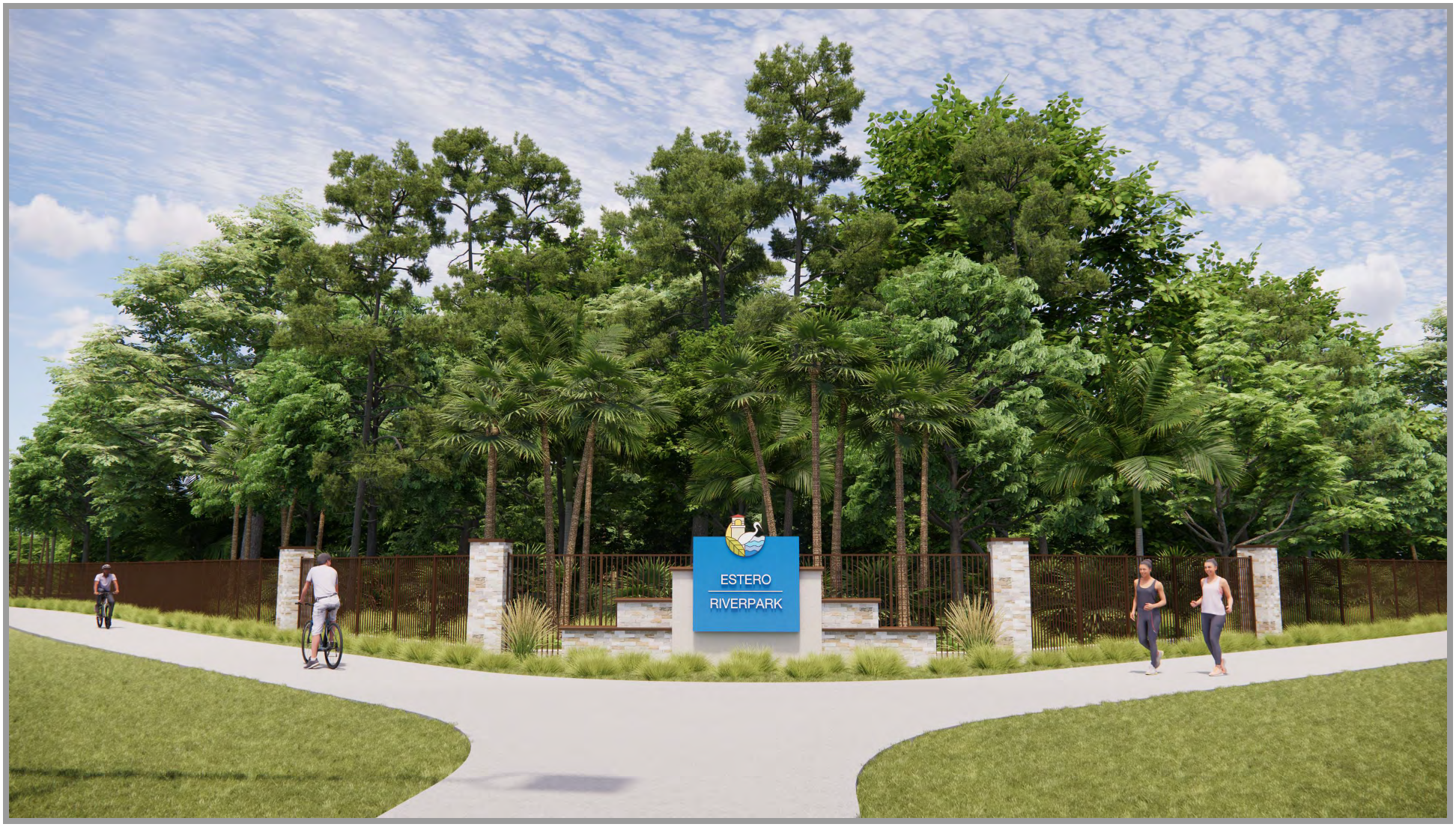
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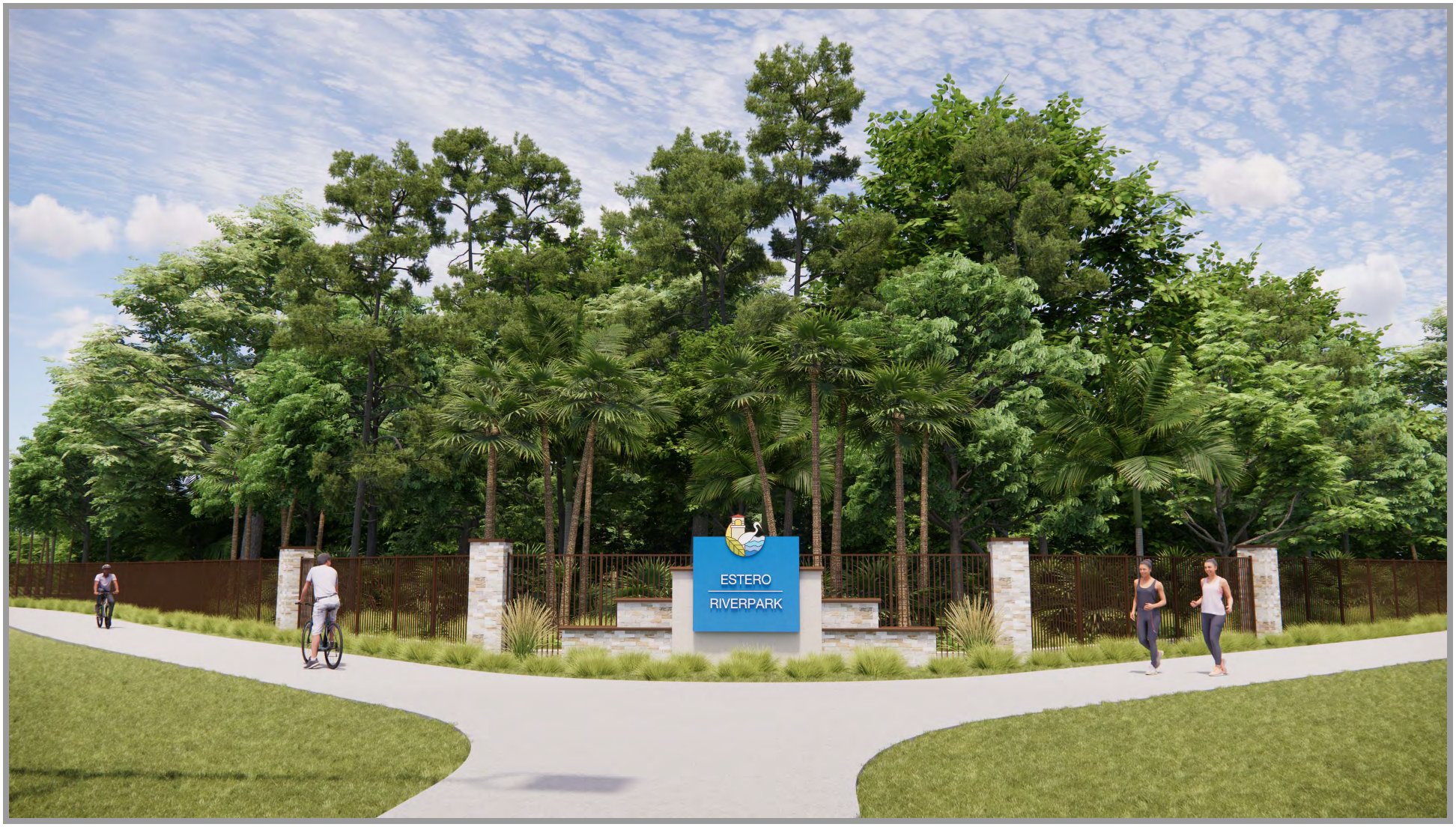
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Drawn By:	CAS
Project Number:	W0419.24005
County, State:	LEE COUNTY, FL
Status:	

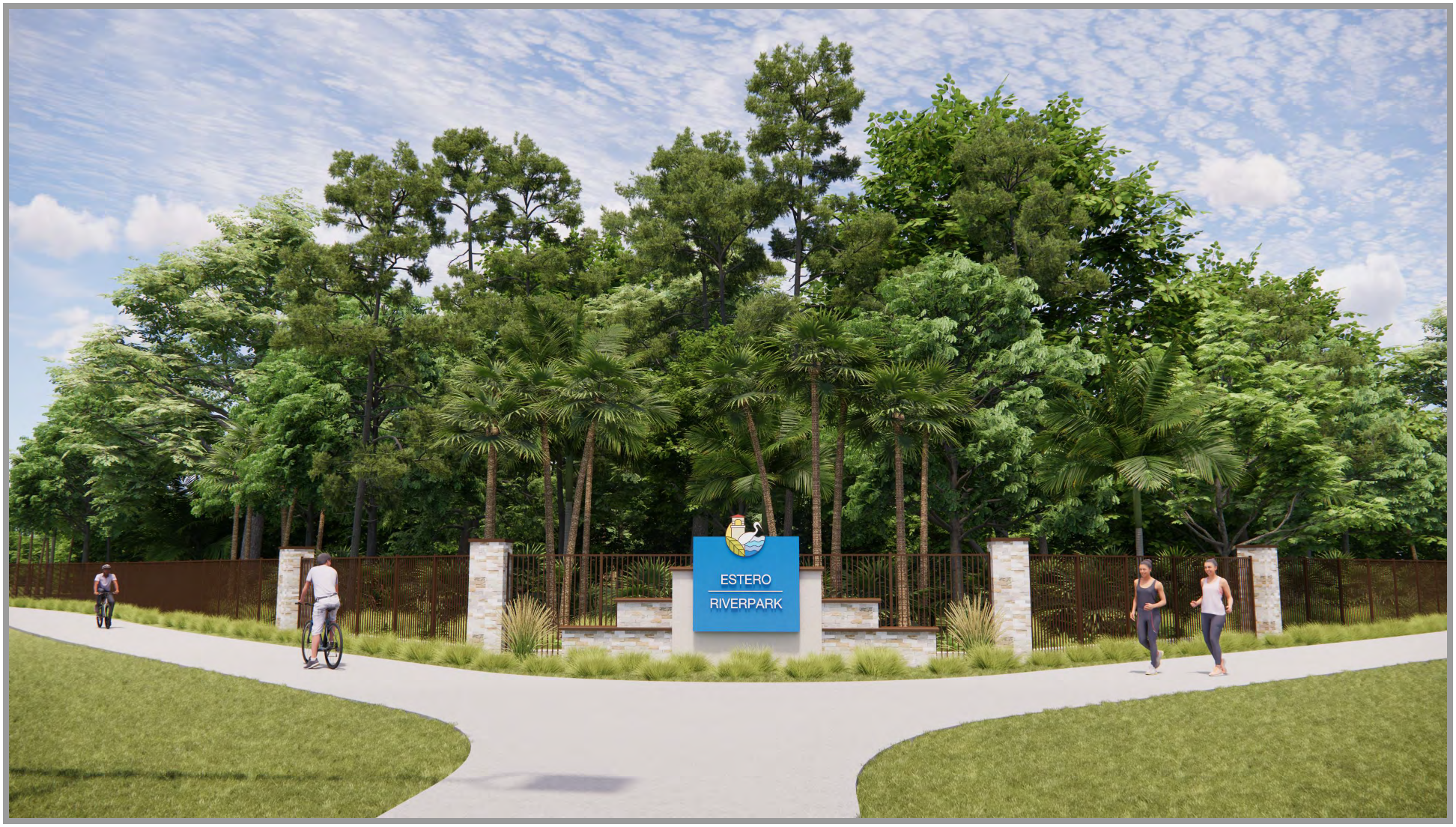
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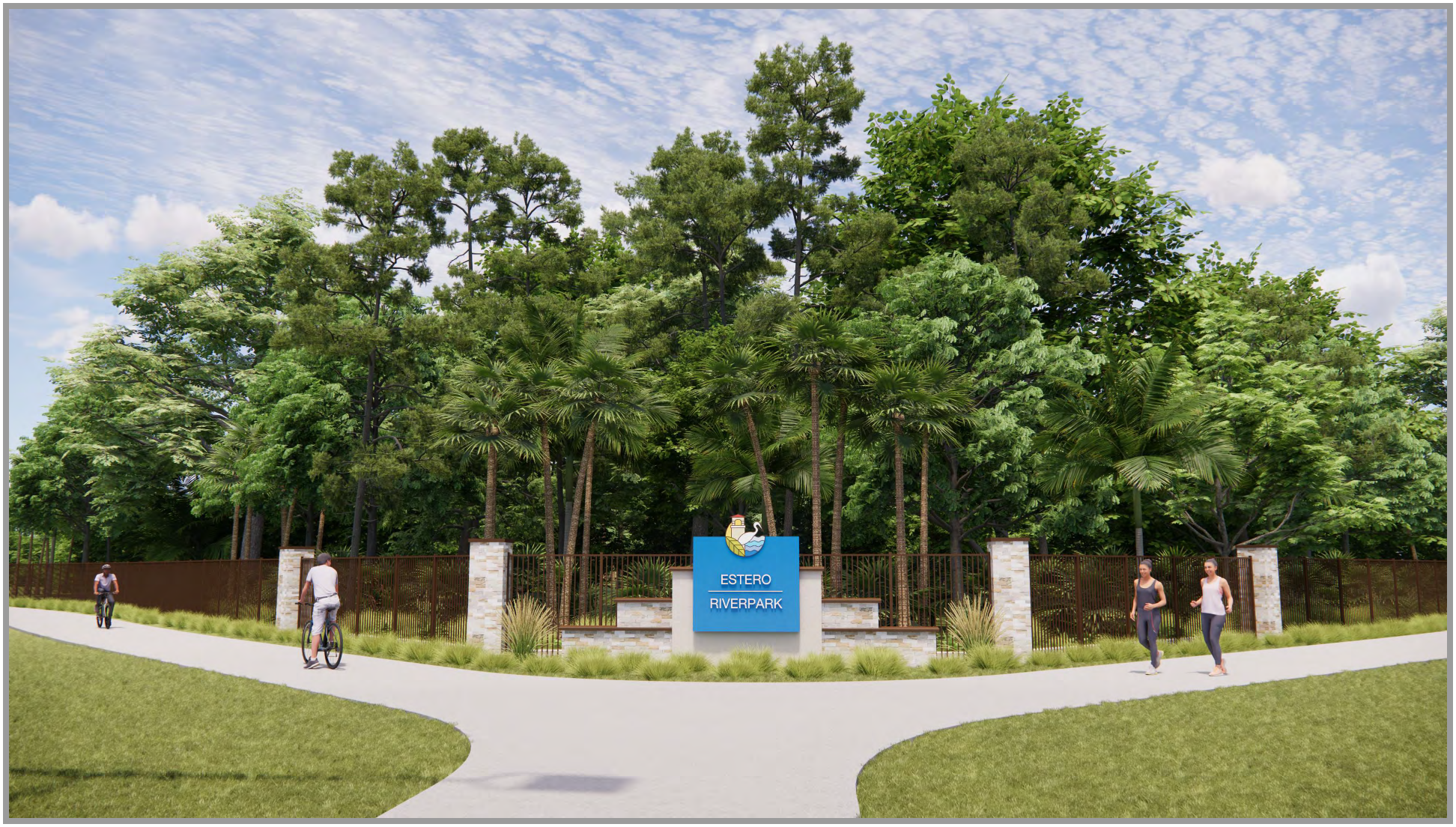
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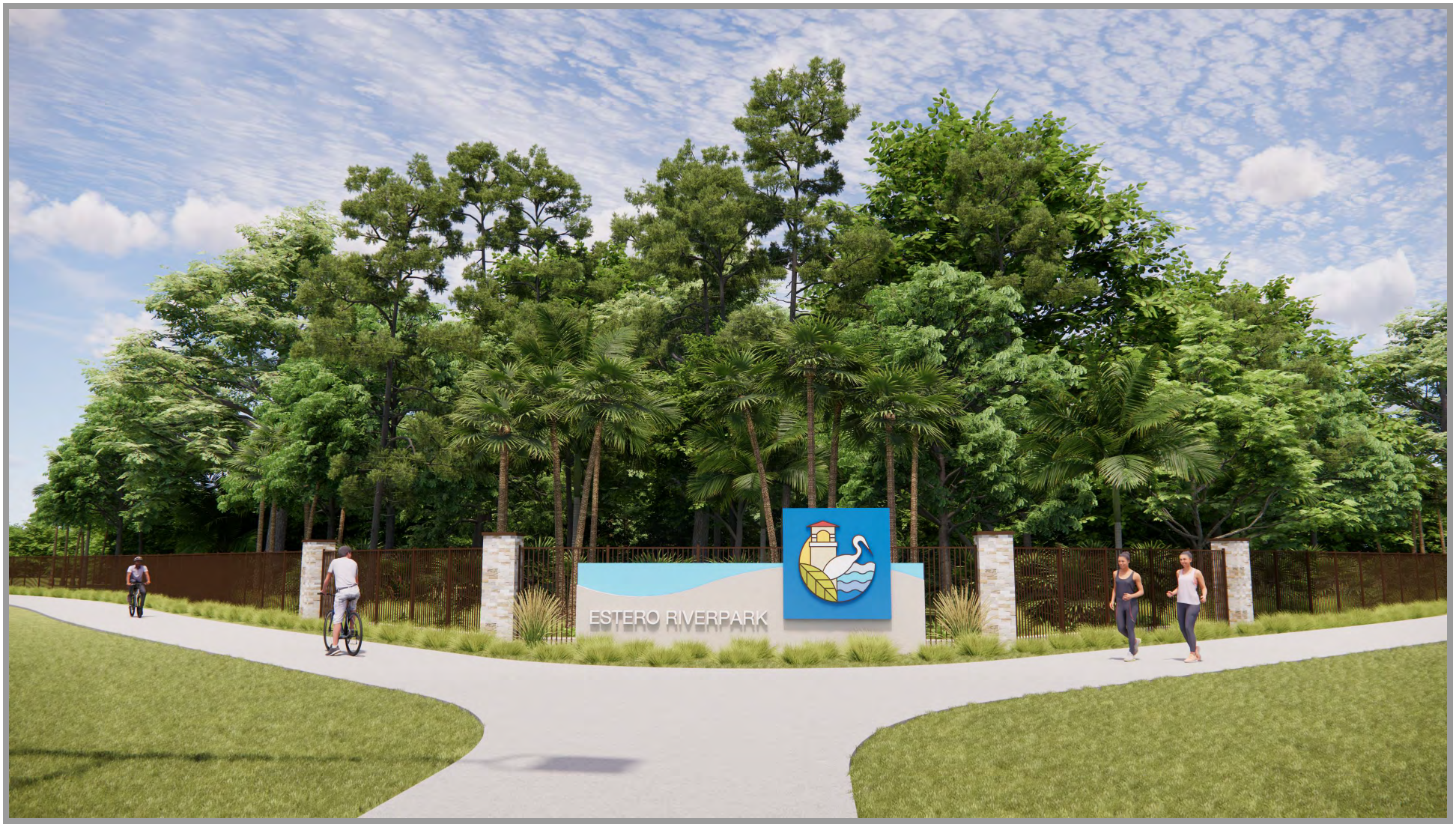



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RIVERPARK

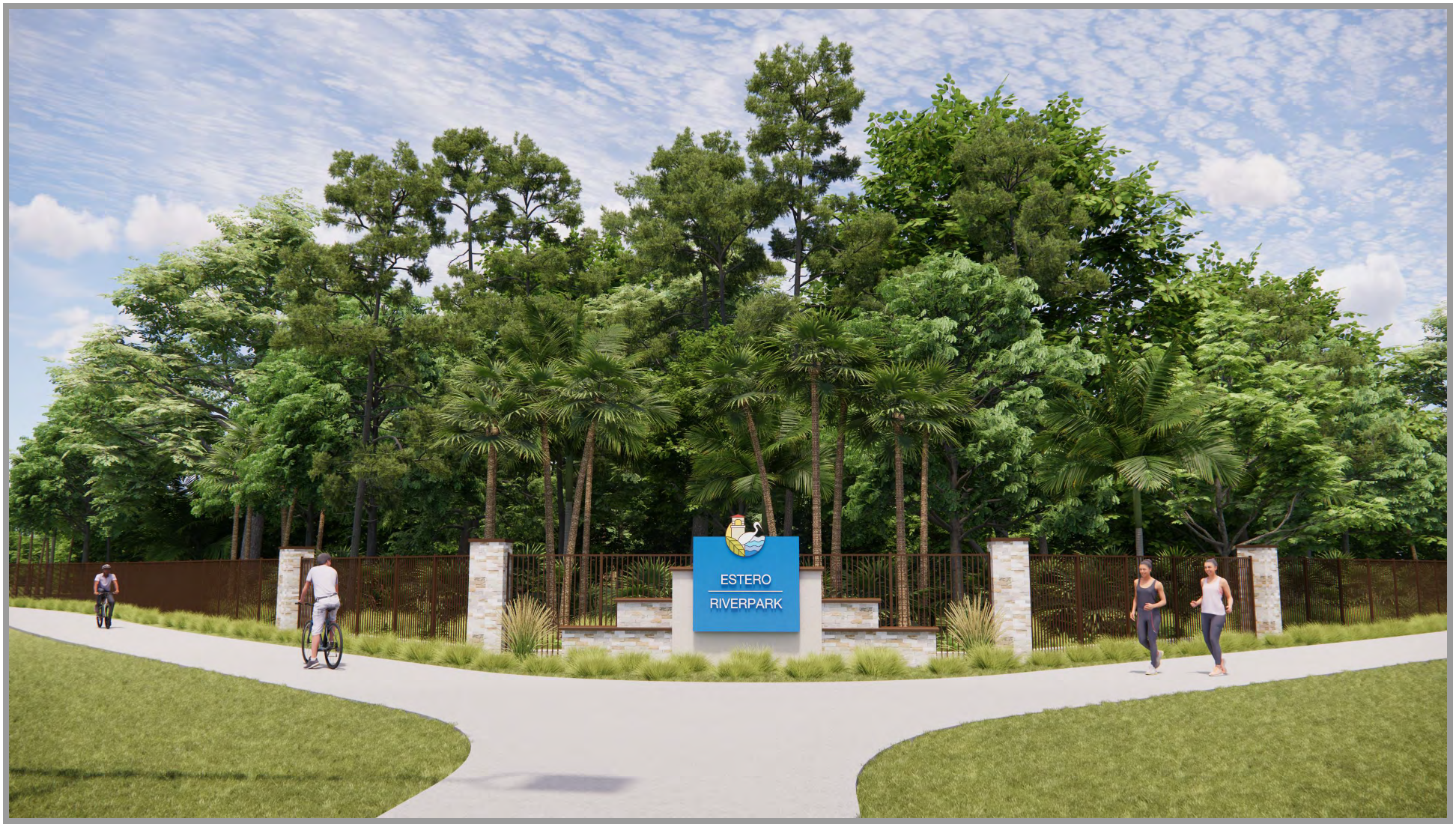

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RIVERPARK


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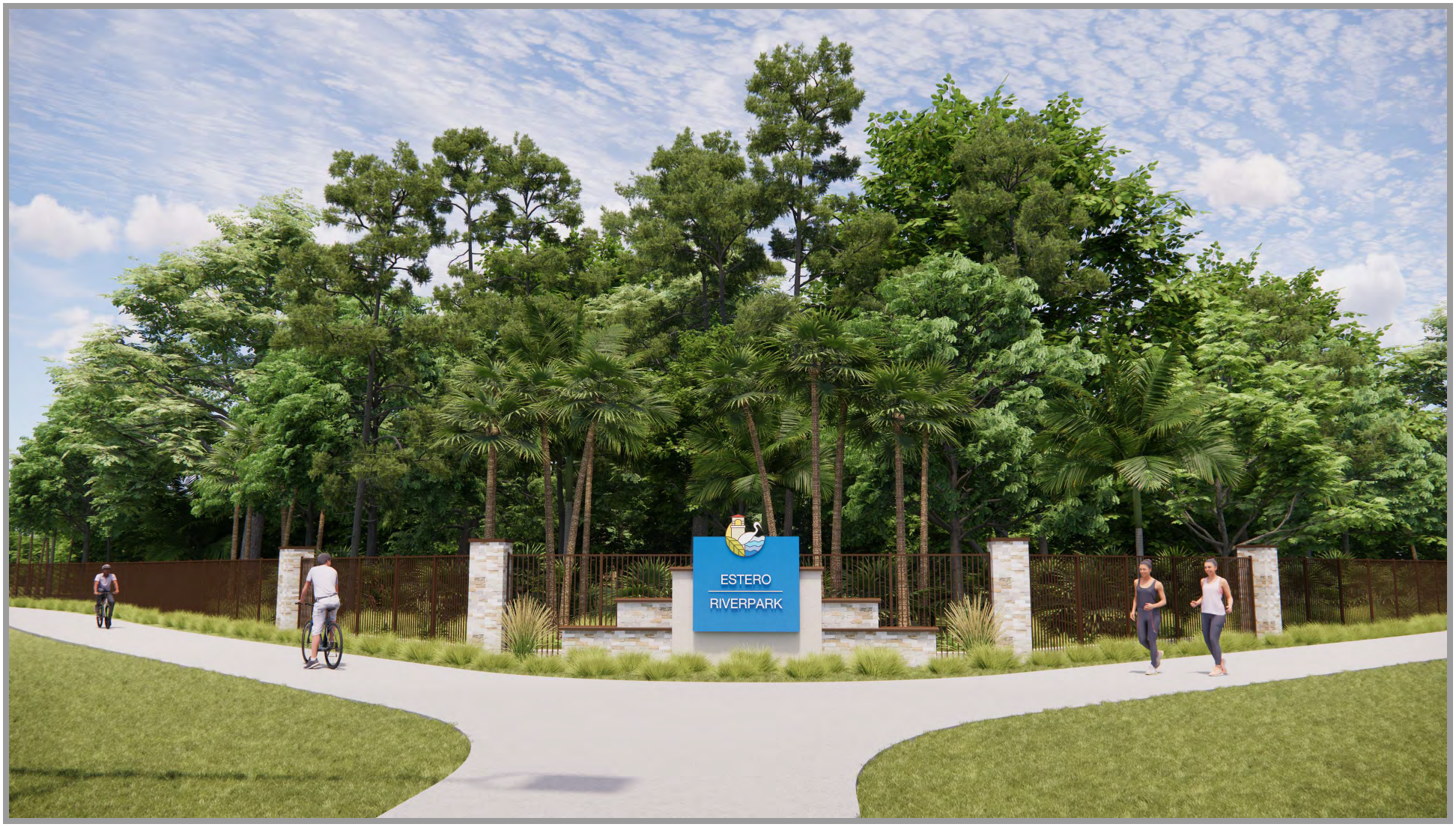

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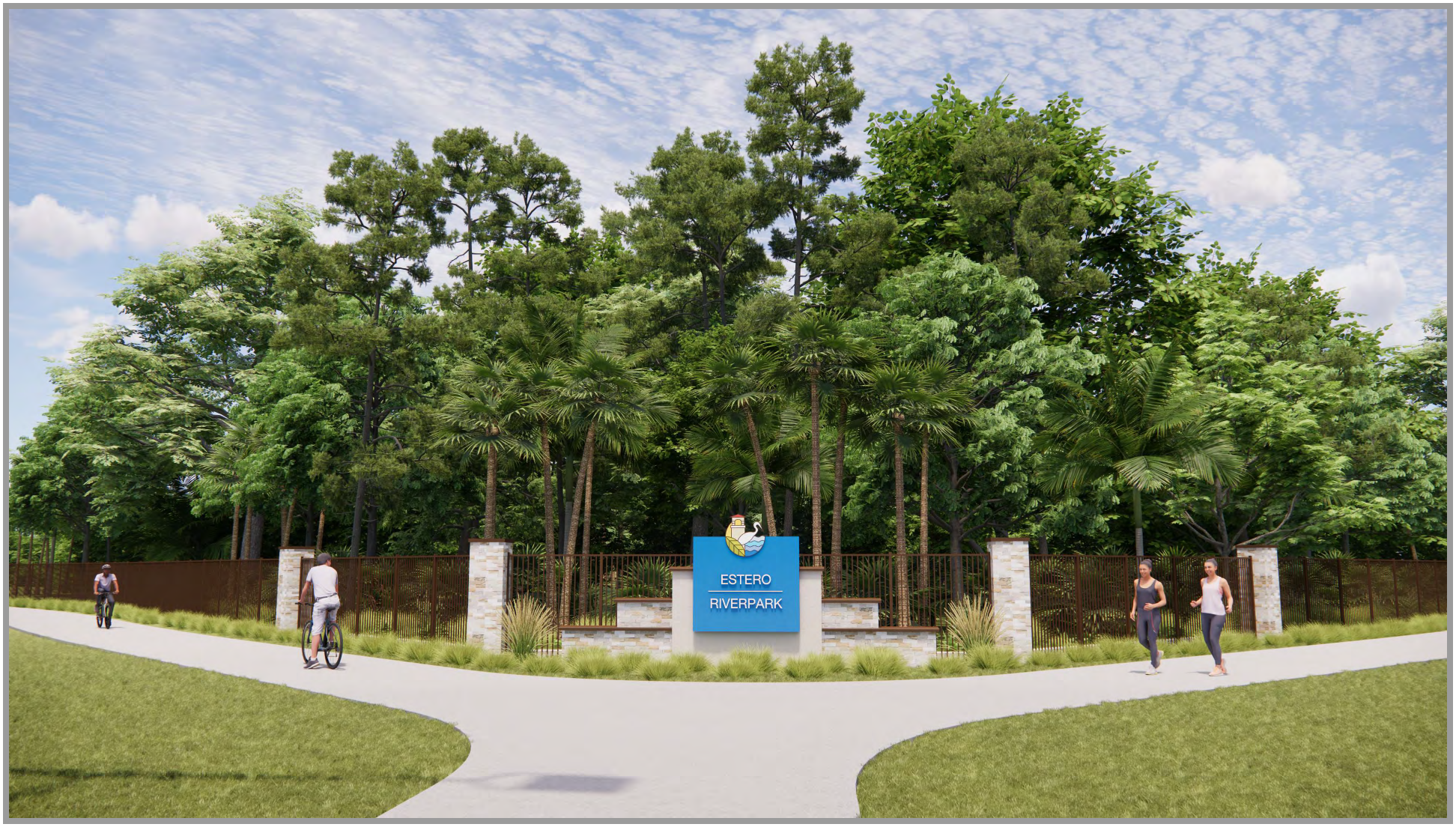

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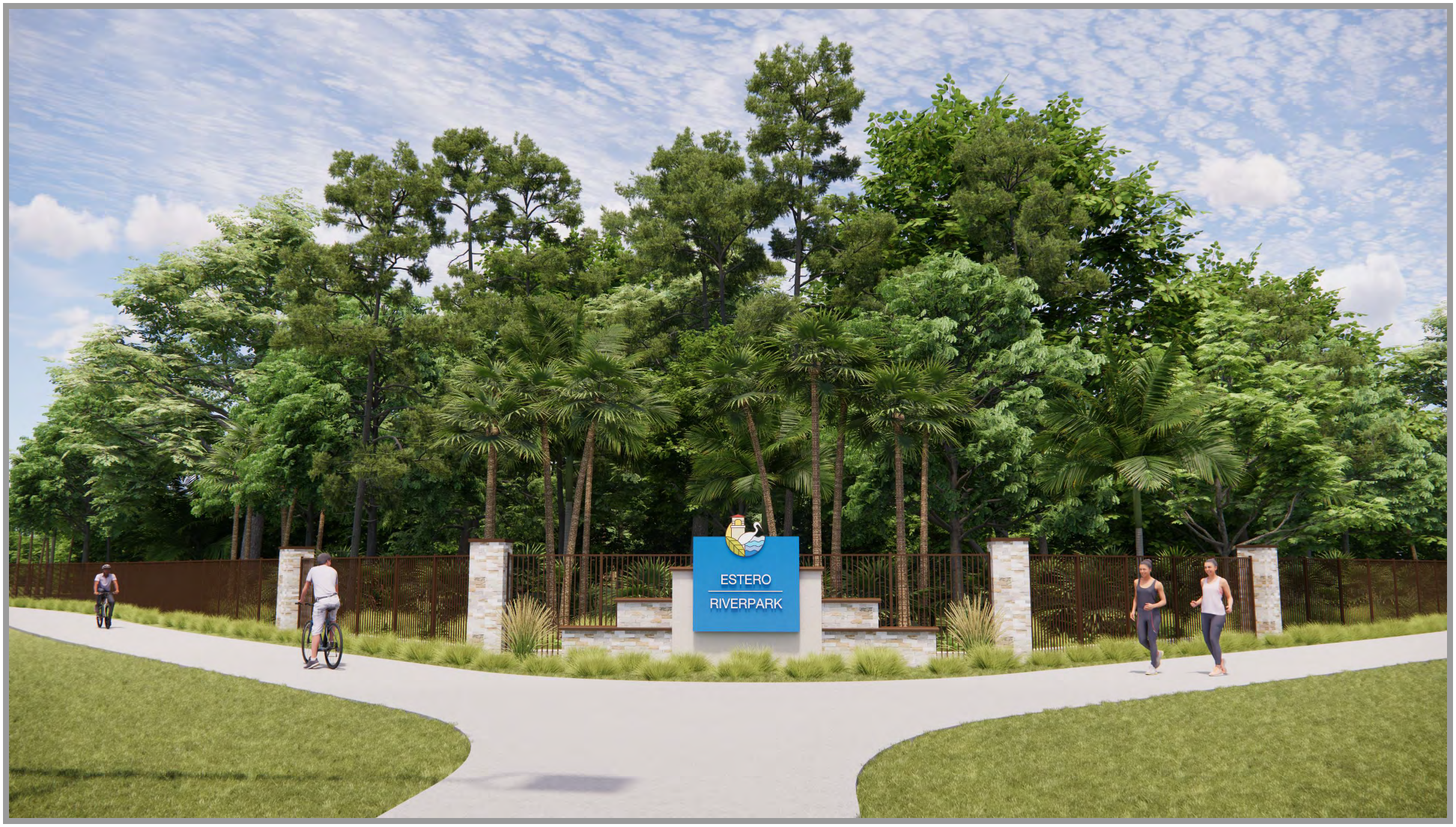

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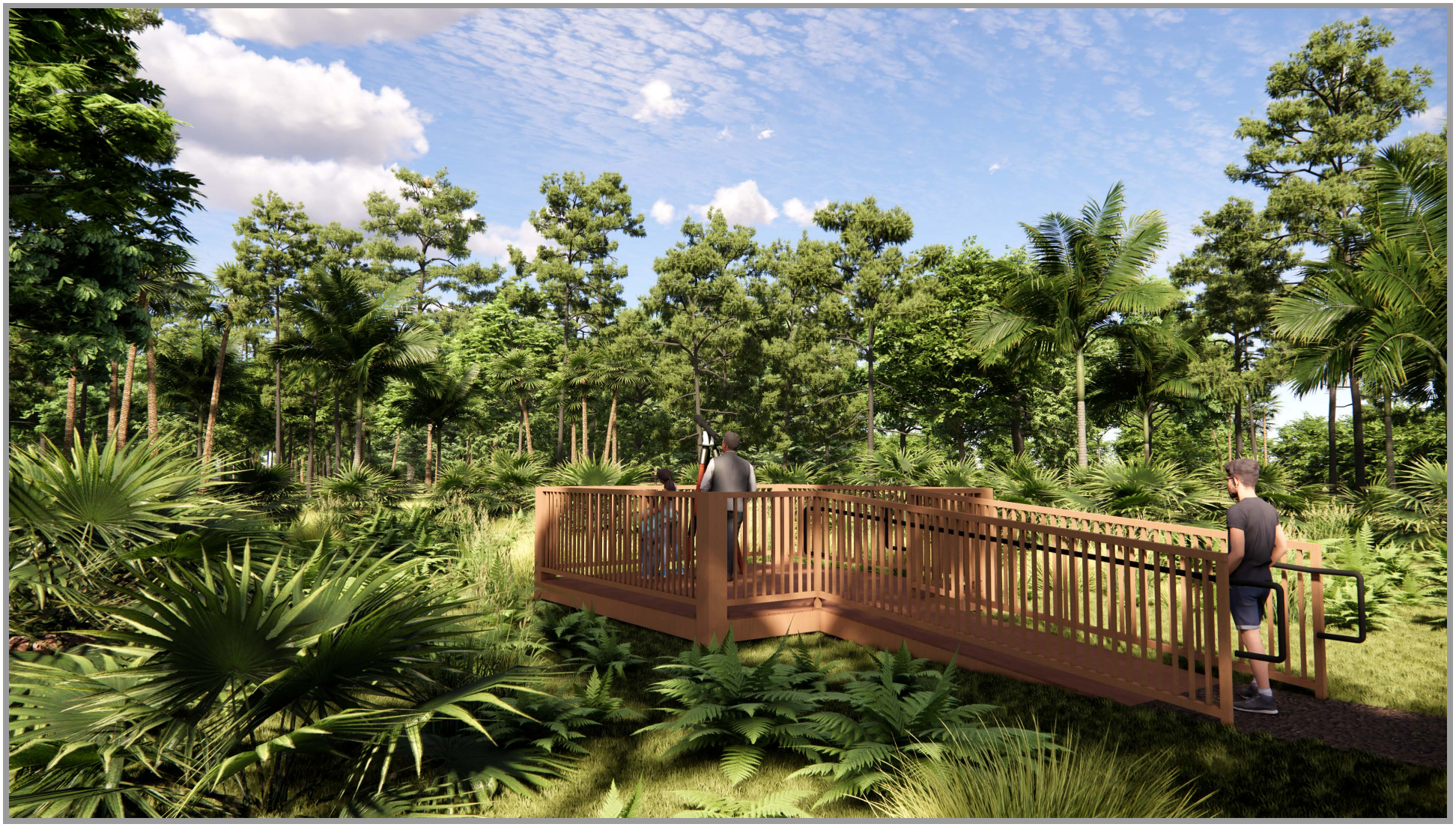

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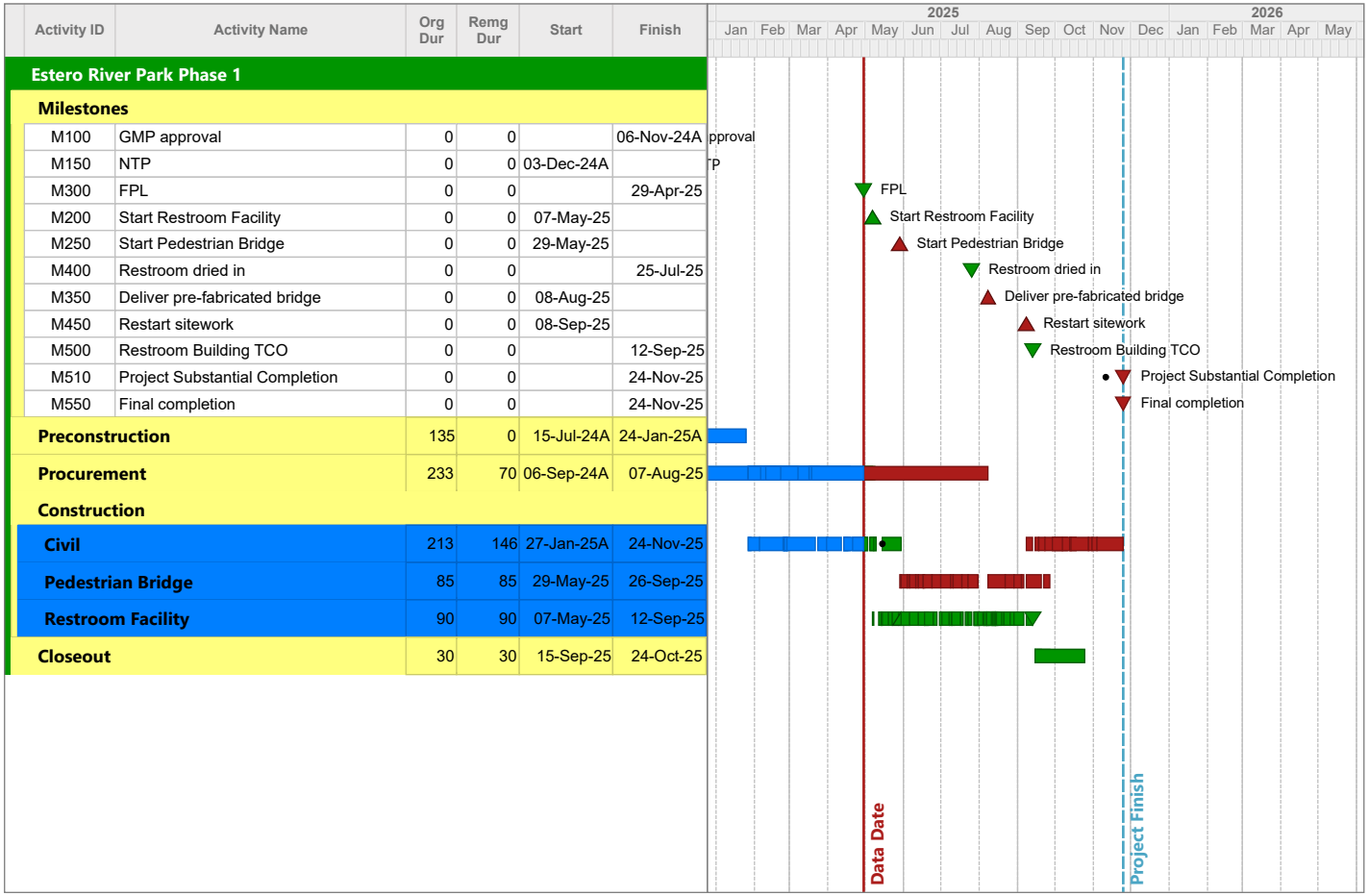

ESTERO
RIVERPARK




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RIVERPARK





Activity ID	Activity Name	Org Dur	Remg Dur	Start	Finish
Estero River Park Phase 1					
Milestones					
M100	GMP approval	0	0		06-Nov-24A
M150	NTP	0	0	03-Dec-24A	
M300	FPL	0	0		29-Apr-25
M200	Start Restroom Facility	0	0	07-May-25	
M250	Start Pedestrian Bridge	0	0	29-May-25	
M400	Restroom dried in	0	0		25-Jul-25
M350	Deliver pre-fabricated bridge	0	0	08-Aug-25	
M450	Restart sitework	0	0	08-Sep-25	
M500	Restroom Building TCO	0	0		12-Sep-25
M510	Project Substantial Completion	0	0		24-Nov-25
M550	Final completion	0	0		24-Nov-25
Preconstruction		135	0	15-Jul-24A	24-Jan-25A
Procurement		233	70	06-Sep-24A	07-Aug-25
Construction					
Civil		213	146	27-Jan-25A	24-Nov-25
Pedestrian Bridge		85	85	29-May-25	26-Sep-25
Restroom Facility		90	90	07-May-25	12-Sep-25
Closeout		30	30	15-Sep-25	24-Oct-25

Start Date: 15-Jul-24
Finish Date: 24-Nov-25
Data Date: 30-Apr-25
Run Date: 29-Apr-25
8573-ER04.ppx

Page 1A

Estero River Park Phase 1 - Estero, FL
MCC Construction Schedule
MCC Project # 8573

Village of ESTERO

Manhattan Construction

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 7, 2025

Workshop Item:

Establishing a Policy Regarding Council Approved Proclamations

Background:

The law does not compel a municipal governing board to issue proclamations, and they are, by their nature, expressions of the governing board itself, which has the sole authority to determine which subjects are worthy of a proclamation.

The Village regularly receives a variety of requests for proclamations in support of a broad range of persons, entities, events, topics, and initiatives. While some requests are rightly worthy of the dignity of a formal proclamation, others could be left to lesser ways to recognize initiatives or accomplishments, such as a letter from an individual Council Member commending a constituent or mentioning an upcoming initiative, program or event during Council Member comments.

In light of the many proclamation requests received by the Village each year, and recent questions around the method the Village uses to grant proclamations, the Village Manager requested a draft resolution formalizing a policy on the subject so that, moving forward, there will be known criteria and a uniform method of review. The Village Attorney surveyed a wide variety of similar policies from around the state and the draft resolution is a compilation of the best of those policies.

The resolution attached to this agenda memo is recommended to the Council for its discussion.

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

1. Draft Resolution No. 2025-04

RESOLUTION 2025-04

A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA, ESTABLISHING A POLICY REGARDING COUNCIL APPROVED PROCLAMATIONS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village Council regularly receives a variety of requests for it to issue proclamations in support of a broad range of persons, entities, events, topics, and initiatives; and

WHEREAS, the law does not compel a municipal governing board to issue any proclamations, which by their nature are expressions of the governing board itself, which has the sole authority to determine which subjects are worthy of a proclamation; and

WHEREAS, in light of the many requests received each year, and the need to articulate why certain requests are not granted, the Council has determined that the Village should formalize a policy related to which topics are appropriate for the issuance of a proclamation of the Council; and

WHEREAS, the Council finds that the adoption of this Resolution is in the best interests of the Village's residents and businesses.

NOW, THEREFORE BE IT RESOLVED by the Village Council of the Village of Estero, Florida, that:

Section 1. The following policies apply to requests for Village Council proclamations which are submitted either from the public or a Council Member:

A. Proclamations must be specific to the Village of Estero, Florida. Persons or entities requesting proclamations must be clearly associated with the person, entity, event, topic or initiative being honored or addressed in the proclamation.

B. The person, entity, event, topic or initiative which is to be the subject of a proclamation must be of specific significance, interest or relevance to Estero residents, businesses, initiatives or programs. While the interest can also be applicable to other communities (such as to the Village's fellow Lee County municipalities but with particular interest to interests shared with the Village), regional, statewide, or national subjects are generally not eligible to receive proclamations.

C. Village Council proclamations must be for or related to:

- Persons, entities, events, topics, and initiatives with specific significance, interest or relevance to Estero residents, businesses, initiatives or programs, or to the Village government,

- Matters directly related to the culture or history of the Village of Estero,

- A commemoration of a specific accomplishment, point in time, or event that impacts the Village's residents, businesses, or Village government in a manner different from similar impacts on broader society,

- Commemoration of significant one-time individual milestones such as a Village resident's centennial birthday, a Village employee's attainment of a significant professional designation, a resident's attainment of Eagle Scout status, a Village business's 50th anniversary, and similar milestone events where the person or entity being honored is a Village resident or business, or is directly related to the Village,

- Recognition of a special event within the Village which is being sponsored or co-sponsored by the Village,

- A statement of the Village Council supporting or opposing any legislative measure proposed or pending before the Florida Legislature or the United States Congress which legislation has or would have a significant impact on the Village.

- Recognition of an act of heroism, bravery or ethical integrity which occurred within the Village, or which directly benefitted the Village or one or more residents of the Village.

D. Proclamation requests may not be approved:

- To advertise or promote a business or organization, except where that business or organization is being recognized for a special contribution it has made to the Village or the Village's community,

- Events or organizations with no direct relationship to Estero,

- Campaigns or events contrary to Estero policies, the adopted positions of the Council, or the wellbeing of Estero's citizens,

- Regarding a political party or any individual, group, organization or business which is actively involved in any political campaign,

- Recognition of common individual milestones (birthdays, graduations, etc.), with the exceptions of significant one-time individual milestones such as a Village resident's centennial birthday, a Village employee's attainment of a significant professional designation, a resident's attainment of Eagle Scout status, a Village employee's retirement, a Village business's 50th anniversary, and similar milestone events where the person or entity being honored is a Village resident or business, or is directly related to the Village,

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- In the nature of a "lifetime achievement award" where the individual is still living.

E. Nothing herein shall preclude the authority of the Council to determine, on its own, to issue a proclamation on any subject it determines is in the Village's best interests.

Section 2. The Village Manager and Village Clerk are authorized to directly respond to persons or entities seeking proclamations to inform them that their request does not fall within the subjects which are authorized to receive proclamations under this policy.

Section 3. If the Manager determines, after consulting with the Village Attorney, Mayor and any Council Member of a district specifically impacted by or related to the requested proclamation, that the proclamation request appears to satisfy the criteria set forth in Section 1 above for the granting of a proclamation, the Manager or Clerk shall draft a suitable proclamation for placement on a future Council agenda. The ultimate decision to adopt a proclamation shall be the sole discretionary decision of the Council.

Section 4. The Village Manager shall ensure the proclamation criteria set forth in Section 1 above are posted on the Village's website such that those who may wish to request a proclamation may be able to easily review the criteria.

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

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

DULY ADOPTED with a quorum present and voting this ____ day of ____, 2025.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

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