

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MAY 21, 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 21, 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

Father Dennis Jose Our Lady of Light

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. May 7, 2025 Village Council Meeting Minutes

Attachment: 05072025.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Resolution No. 2025-04 Establishing a Policy Regarding Council Approved Proclamations

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.

Recommended Action
Motion to adopt Resolution No. 2025-04

Financial Impact
N/A

Attachment: SS Res No. 2025-04 Proclamations.pdf
Attachment: Resolution No. 2025-04 Proclamation Policy.pdf

b. Resolution No. 2025-07 Shadow Wood Lifestyle Center Final Plan Approval

A Resolution of the Village Council of the Village of Estero, Florida, Approving with Conditions the Final Plan Approval and One Deviation for The Shadow Wood Country Club Lifestyle Center Located at 22801 Oakwilde Boulevard in Shadow Wood at The Brooks; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action
Motion to approve Zoning Resolution No. 2025-07

Financial Impact
N/A

Attachment: SS Shadow Wood CC Lifestyle Center FPA.pdf
Attachment: 1 Res No 2025-07 Shadow Wood CC Lifestyle Centers.pdf
Attachment: 2 FPA2025-E001 Staff Report.pdf
Attachment: 2 SR 1. Narrative.pdf
Attachment: 2 SR 2. Shadow Wood - Lifestyle Site Plan.pdf
Attachment: 2 SR 3. Shadow Wood Lifestyle Center Architectural Plans.pdf

c. Resolution No. 2025-08, Corkscrew Road Landscape Maintenance Agreement

A Resolution of the Village of Estero, Florida, Approving Execution of Landscape Maintenance and Installation Agreement With FDOT; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to approve resolution No. 2025-08

Financial Impact
There are no direct financial impacts associated with this agenda item.

Future Council actions on this project will include financial impacts associated with construction and maintenance of the proposed landscaping

and irrigation improvements.

Attachment: SS Corkscrew Rd Maint Agreement Agenda Item Summary.pdf
Attachment: 01-Location Map.pdf
Attachment: 02-Rendered Landscape Plan.pdf
Attachment: 03-Res No 2025-08.pdf
Attachment: 04-Corkscrew Road-LANDSCAPE-MAINTENANCE-AGREEMENT.pdf
Attachment: 05-Exhibit B Landscape Tech Maint Plan.pdf
Attachment: 06-Exhibit C Landscape Plans.pdf

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

Recommended Action
Motion to adopt the Second Amendment.

Financial Impact
N/A

Attachment: SS High 5 PIA Second Amendment Agenda Memo.pdf
Attachment: Estero High 5 Public Improvement Agreement Second Amendment.pdf

e. Resolution No. 2025-09 FDOT Grant for $300k for Broadway Avenue West design

A Resolution of the Village of Estero, Florida, Approving Execution of a Grant Agreement with FDOT for Design of Broadway Avenue West Improvements; Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to adopt Resolution No. 2025-09

Financial Impact
These funds will be available to off-set the design cost of

Broadway Avenue West design improvements.

Attachment: SS Res No. 2025-09 FDOT GRANT.pdf
Attachment: 01_Resolution No. 2025-09 Broadway West Design FDOT Grant.pdf
Attachment: 02 454891-1 Draft SFGA_initialed _002_.pdf

7. FIRST READING

a. First reading of Zoning Ordinance No. 2025-02, Home2 Suites at Coconut Point

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions an Amendment to the Mixed Use Planned Development Zoning and Deviations for a 2.37-Acre Property Located in the Coconut Point Development of Regional Impact (DRI); and Approving DRI Development

Order Amendments for Property Bounded by US 41 on the West, Williams Road on the North, Seminole Gulf Railroad Right-Of-Way on the East and the Southern Boundary for the Village of Estero Limits, All in the Village of Estero, Florida; Providing for Severability; and Providing an Effective Date

Recommended Action
Pass first reading and schedule second reading for June 4, 2025

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS 5-21-25_ Home2 Suites MPD Amendment Council First Reading.pdf
Attachment: 5-21-2025 DCI2024-E005 Draft Ordinance Home2 Suites.pdf
Attachment: A. MCP.pdf
Attachment: B. Site Plan Combined.pdf
Attachment: C. Legal Description.pdf
Attachment: D. Pattern Book.pdf
Attachment: E. Coconut Point DRI DO Tenth Amendment _draft NES 3.14.2025_.pdf
Attachment: DCI2024-E005 Draft Council Staff Report.pdf
Attachment: Exhibit A - Zoning Map_ and Future Land Use Map.pdf
Attachment: Exhibit B Master Concept Plan.pdf
Attachment: Exhibit C - Zoning Conditions.pdf
Attachment: Exhibit D - Pattern Book.pdf
Attachment: Exhibit E Applicant Information.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. Proposed CIP

Attachment: 2025 Agenda Item Summary Sheet - Workshop.pdf
Attachment: 01- 25-26 CIP.pdf

13. ADJOURNMENT

General Attachments

- Transcipt.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MAY 21, 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.

09:30:29 [SOUNDING GAVEL]
09:30:30 >>Mayor Ribble: GOOD MORNING, EVERYONE.
09:30:32 THANK YOU ALL FOR BEING HERE.
09:30:33 I'D LIKE TO CALL THE MAY 21st, 2025, VILLAGE COUNCIL
09:30:37 MEETING TO ORDER.
09:30:38 I'D LIKE TO REMIND EVERYONE, PLEASE SILENCE YOUR CELL
09:30:42 PHONES.
09:30:42 AND IF YOU COME UP TO SPEAK, PLEASE SPEAK INTO THE
09:30:45 MICROPHONE.
09:30:45 THIS MORNING, WE HAVE FATHER DENNIS JOSE FROM OUR LADY OF
09:30:51 LIGHT WHO WILL PROVIDE THE INVOCATION.
09:30:55 FATHER DENNIS, PLEASE COME UP.
09:31:04 >> LET US PLACE OURSELVES IN THE PRESENCE OF GOD.
09:31:12 HEAVENLY FATHER, WE ASK THAT YOU OPEN OUR HEARTS AND MINDS
09:31:25 AS WE COME TOGETHER FOR THIS VILLAGE COUNCIL MEETING.
09:31:32 HELP US TO BE RECEPTIVE TO NEW IDEAS, WILLING TO LISTEN AND
09:31:37 OPEN TO CHANGE.
09:31:43 MAY WE APPROACH THIS TIME WITH HUMILITY AND WILLINGNESS TO

09:31:47 LEARN FROM ONE ANOTHER.
09:31:51 GUIDE OUR THOUGHTS AND OUR ACTIONS.
09:31:59 PROPHET ISAIAH, SO DO NOT FEAR FOR I AM WITH YOU.
09:32:11 DO NOT BE DISMAYED FOR I AM YOUR GOD.
09:32:19 I WILL STRENGTHEN YOU AND HELP YOU.
09:32:23 I WILL UPHOLD YOU WITH MY RIGHTEOUS RIGHT HAND.
09:32:27 LET US PRAY.
09:32:34 GRACIOUS GOD, WE COME BEFORE YOU RECOGNIZING THAT WE ARE ALL
09:32:44 UNIQUE INDIVIDUALS WITH DIFFERENT PERSPECTIVES AND OPINIONS.
09:32:51 WE ASK FOR YOUR GRACE TO UNITE US IN HARMONY AND
09:32:56 UNDERSTANDING.
09:32:59 HELP US TO LISTEN TO ONE ANOTHER WITH OPEN HANDS, WITH OPEN
09:33:04 HEARTS AND MINDS WHILE LIVING EACH PERSON'S CONTRIBUTION.
09:33:11 AMEN.
09:33:15 >>Mayor Ribble: FATHER DENNIS IS VISITING US FROM GERMANY.
09:33:17 SO PLEASE ENJOY THE REST OF YOUR STAY IN SUNNY FLORIDA.
09:33:23 THANK YOU, AGAIN.
09:33:24 WOULD YOU PLEASE JOIN ME IN THE PLEDGE.

09:33:26 [PLEDGE OF ALLEGIANCE]
09:33:39 >>Mayor Ribble: MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL.
09:33:46 HERE.
09:33:49 >>Jeff Hunt: HERE.
09:33:51 >>Jon McLain: HERE.
09:33:52 >>Lori Fayhee: HERE.
09:33:53 >>Rafael Lopez: HERE.

09:33:54 >>Jim Ward: HERE.
09:33:56 >>Vice-Mayor Zalucki: HERE.
09:33:58 >>Mayor Ribble: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:34:00 AGENDA.
09:34:00 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES?
09:34:03 IF NOT, I'LL ENTERTAIN A MOTION.
09:34:06 COUNCILMAN HUNT.
09:34:10 SECOND BY COUNCILMAN LOPEZ.
09:34:13 PLEASE CALL THE ROLL.
09:34:15 >>Jeff Hunt: AYE.
09:34:16 >>Jon McLain: AYE.
09:34:17 >>Lori Fayhee: AYE.
09:34:18 >>Rafael Lopez: AYE.
09:34:20 >>Jim Ward: AYE.
09:34:22 >>Vice-Mayor Zalucki: AYE.
09:34:23 >>Mayor Ribble: AYE.
09:34:24 PUBLIC COMMENT ON NON-AGENDA ITEMS.
09:34:29 DO WE HAVE ANYONE --
09:34:30 >>Carol Sacco: WE HAVE NONE, MAYOR.
09:34:32 >>Mayor Ribble: OKAY.
09:34:33 CONSENT AGENDA IS THE MAY 7, 2025, MINUTES.
09:34:39 ARE THERE ANY COMMENTS OR QUESTIONS?
09:34:40 THEN I'LL ACCEPT A MOTION TO APPROVE.
09:34:46 COUNCILWOMAN FAYHEE.
09:34:48 AND A SECOND?

09:34:49 COUNCILMAN McLAIN.
09:34:51 PLEASE CALL THE ROLL.
09:34:53 >>Jim Ward: AYE.
09:34:54 >>Rafael Lopez: AYE.
09:34:56 >>Lori Fayhee: AYE.
09:34:57 >>Jon McLain: AYE.
09:34:58 >>Jeff Hunt: AYE.
09:35:00 >>Vice-Mayor Zalucki: AYE.
09:35:02 >>Mayor Ribble: AYE.
09:35:02 FIRST ON THE AGENDA, RESOLUTION 6A, A RESOLUTION
09:35:08 ESTABLISHING A POLICY REGARDING COUNCIL APPROVED
09:35:11 PROCLAMATIONS.
09:35:12 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
09:35:15 >>Carol Sacco: RESOLUTION 2025-04, A RESOLUTION OF THE

09:35:19 VILLAGE OF ESTERO, FLORIDA, ESTABLISHING A POLICY REGARDING
09:35:21 COUNCIL APPROVED PROCLAMATIONS; MAKING RELATED FINDINGS;
09:35:25 PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.
09:35:28 >>Mayor Ribble: THANK YOU.
09:35:29 ROB, WOULD YOU LIKE TO INTRODUCE THIS ITEM?
09:35:32 >>Robert Eschenfelder: YES, MADAM MAYOR.
09:35:34 THANK YOU.
09:35:34 SO THIS RESOLUTION IS TO SET A POLICY ON PROCLAMATIONS FOR
09:35:38 THE COUNCIL MOVING FORWARD IN THE FUTURE.
09:35:41 YOU RECALL THAT WE HAD WORKSHOPPED THIS AT YOUR LAST
09:35:43 MEETING, AND I GOT VARIOUS FEEDBACK.

09:35:47 SO I'VE WOVEN ALL THAT FEEDBACK INTO THIS ITERATION.
09:35:53 REAL QUICKLY, I THINK THERE WAS A COMMENT THAT WE WANT TO
09:35:57 MAKE SURE THAT WHOEVER ASKS FOR THE PROCLAMATION PROVIDES
09:36:01 SUFFICIENT BACKGROUND INFORMATION.
09:36:04 SO I REVISED SECTION 1B TO SPECIFICALLY SAY REQUEST FOR
09:36:09 PROCLAMATIONS MUST BE ACCOMPANIED BY DOCUMENTATION WHICH
09:36:12 WILL BE OF SUFFICIENT DETAIL TO ALLOW THE VILLAGE TO VERIFY
09:36:15 ELIGIBILITY.
09:36:16 THERE WAS VICE-MAYOR ZALUCKI ASKED FOR AN EXPRESSED
09:36:24 INDICATION THAT IF SOMETHING IS OTHERWISE RECOGNIZED AS A
09:36:28 NATIONAL HOLIDAY OR STATE HOLIDAY OR WHATNOT, THAT WE
09:36:32 WOULDN'T ALSO BE DOING A PROCLAMATION.
09:36:34 ON THE TOP OF PAGE 3, SECOND BULLET THERE, I ADDED THAT ONE
09:36:38 OF THE THINGS THAT IS NOT ELIGIBLE FOR A PROCLAMATION WOULD
09:36:40 BE FOR MATTERS WHICH ARE OTHERWISE WIDELY RECOGNIZED SUCH AS
09:36:44 STATE OR NATIONAL HOLIDAYS, DAYS OF MOURNING, OR
09:36:47 COMMEMORATIONS.
09:36:49 IN SECTION 4 OF THE RESOLUTION, WE WANTED TO MAKE SURE THAT
09:36:57 THE CLERK HAD AUTHORITY TO SPEND VILLAGE MONEY ON A FRAME, A
09:37:02 SUITABLE FRAME.
09:37:03 AND SO THAT LANGUAGE IS INCLUDED AS WELL.
09:37:06 BUT TO INDICATE THAT NO OTHER VILLAGE RESOURCES SHOULD BE
09:37:09 USED RELATED TO PROCLAMATIONS.
09:37:12 SECTION 5 WAS REVISED OR ADDED, I BELIEVE -- THERE WAS
09:37:18 DISCUSSION LAST TIME ABOUT INDIVIDUAL COUNCIL MEMBERS WANTED

09:37:22 TO MAKE SURE THAT THEY COULD USE LETTERHEAD TO DO THEIR OWN
09:37:27 INDIVIDUAL THINGS.
09:37:28 SECTION FIVE SAYS NOTWITHSTANDING THE LIMITS OF THE ADOPTION
09:37:31 OF THE PROCLAMATION SET FORTH IN THIS RESOLUTION, ANY
09:37:33 INDIVIDUAL COUNCILMEMBER MAY PROVIDE LETTERS OF COMMENDATION
09:37:38 OR SUPPORT ON VILLAGE LETTERHEAD IN THE NAME OF THAT
09:37:42 COUNCILMEMBER ONLY AND NOT SPEAKING FOR THE VILLAGE COUNCIL
09:37:46 REGARDING ANY PERSON, ENTITY OR EVENT THAT THE COUNCILMEMBER
09:37:49 DEEMS APPROPRIATE.
09:37:49 HOWEVER, IF A COUNCILMEMBER DOES SO, HE OR SHE SHALL NOT

09:37:54 PERFORM ALL THE WORK ASSOCIATED WITH THE PRINTING, MAILING
09:37:57 OR OTHERWISE DISTRIBUTING OF COPIES OF SUCH CORRESPONDENCE.
09:38:01 WANT TO MAKE SURE THAT IF YOU CHOOSE TO DO THIS, IT'S NOT A
09:38:05 PROJECT THAT BURDENS STAFF, UNLESS THE FULL COUNCIL DIRECTS
09:38:10 THAT THOSE RESOURCES BE DONE.
09:38:12 OTHERWISE, IT'S RECOMMENDED BEFORE YOU FOR APPROVAL UNLESS
09:38:16 YOU HAVE ANY OTHER COMMENTS OR CONCERNS.
09:38:20 >>Mayor Ribble: IS THERE ANY FURTHER DISCUSSION?
09:38:24 >>Vice-Mayor Zalucki: MAYOR, I'LL JUST COMMENT.
09:38:25 ROB, WELL DONE ON THIS REVISION.
09:38:27 I THINK IT GIVES US CLEAR GUARDRAILS REGARDING
09:38:31 PROCLAMATIONS.
09:38:32 I THINK IT MAKES STAFF'S JOB A LOT EASIER NOW THAT YOU HAVE
09:38:36 GUIDELINES TO GO BY.
09:38:38 JOB WELL DONE.

09:38:38 I SUPPORT THIS.
09:38:39 THANK YOU.
09:38:40 >>Mayor Ribble: ALL RIGHT.
09:38:41 THANK YOU.
09:38:41 MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
09:38:44 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
09:38:46 >>Mayor Ribble: ALL RIGHT.
09:38:47 IN THAT CASE, I WILL ENTERTAIN A MOTION.
09:38:51 >>Rafael Lopez: SO MOVED.
09:38:51 >>Mayor Ribble: COUNCILMAN LOPEZ AND SECOND BY COUNCILWOMAN
09:38:54 FAYHEE.
09:38:55 MADAM CLERK, PLEASE CALL THE ROLL.
09:38:57 >>Jeff Hunt: AYE.
09:38:59 >>Jon McLain: AYE.
09:39:00 >>Lori Fayhee: AYE.
09:39:01 >>Rafael Lopez: AYE.
09:39:03 >>Jim Ward: AYE.
09:39:05 >>Vice-Mayor Zalucki: AYE.
09:39:05 >>Mayor Ribble: AYE.
09:39:07 ITEM 6B, RESOLUTION 2025-07, SHADOW WOOD LIFESTYLE CENTER
09:39:16 FINAL PLAN APPROVAL.
09:39:17 MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
09:39:21 >>Carol Sacco: RESOLUTION 2025-07, A RESOLUTION OF THE
09:39:24 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
09:39:26 WITH CONDITIONS THE FINAL PLAN APPROVAL AND ONE DEVIATION

09:39:29 FOR THE SHADOW WOOD COUNTRY CLUB LIFESTYLE CENTER LOCATED AT
09:39:33 22801 OAKWILDE BOULEVARD IN SHADOW WOOD AT THE BROOKS,
09:39:37 PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY AND
09:39:40 PROVIDING AN EFFECTIVE DATE.
09:39:41 >>Mayor Ribble: THANK YOU.
09:39:42 MARY, I BELIEVE YOU'LL INTRODUCE THIS FOR US.

09:39:45 GOOD MORNING.
09:39:46 >>Mary Gibbs: GOOD MORNING.
09:39:49 I WAS GOING TO LET TAMMY PRESENT IT TODAY.
09:39:52 I SCARED HER.
09:39:54 THIS IS FINAL PLAN APPROVAL FOR SHADOW WOOD COUNTRY CLUB.
09:39:59 THEY ARE PROPOSING LIFESTYLE CENTER WHICH IS 33,000 SQUARE
09:40:04 FOOT BUILDING THAT THEY ARE GOING TO CONSTRUCT IN THE
09:40:07 PARKING LOT WHERE THE GOLF CLUB IS LOCATED NOW AT SHADOW
09:40:10 WOOD.
09:40:12 OAKWILDE BOULEVARD, SO IT'S INTERNAL TO THE BROOKS
09:40:15 DEVELOPMENT.
09:40:18 THE LIFESTYLE CENTER WILL BE INDOOR PICKLEBALL COURTS AND
09:40:22 THEN A KIND OF BAR, SNACK BAR, RESTAURANT AREA THAT WILL
09:40:28 SERVE THE POOL AND THE PICKLEBALL.
09:40:30 THEY WILL BE DEMOLISHING SOME TENNIS COURTS, REPLACING THEM,
09:40:34 TAKING OUT PARKING AND ADDING PARKING.
09:40:37 IT'S KIND OF A RENOVATION OF THE PARKING LOT AREA.
09:40:40 THEY ARE IN FOR THE DEVELOPMENT ORDER RIGHT NOW.
09:40:43 SO THE DEVELOPMENT ORDER SITE PLAN APPROVAL IS BEING

09:40:46 REVIEWED BY THE PLANNING ZONING AND DESIGN BOARD.
09:40:48 THAT JUST IS REVIEWED AND APPROVED BY THEM.
09:40:52 IT DOESN'T COME TO YOU.
09:40:53 BUT THE FINAL PLAN APPROVAL IS AN ODD KIND OF A PROCESS THAT
09:40:58 CAME WITH SOME OLD COUNTY ZONING RESOLUTIONS.
09:41:01 SO THE BROOKS WEST BAY CLUB, SEVERAL OF THE LARGER PROJECTS
09:41:06 IN ESTERO HAVE THIS PROCESS THAT'S REQUIRED BEFORE YOU DO
09:41:12 VERTICAL CONSTRUCTION.
09:41:13 THE REASON BEHIND IT IS WHEN THE BROOKS WAS ORIGINALLY
09:41:15 APPROVED BACK IN LIKE 1997, IT WAS A 2500 ACRES AND IT HAD A
09:41:22 SITE PLAN THAT WAS VERY BUBBLY, VERY CONCEPTUAL.
09:41:26 THE IDEA AT THE TIME WAS WHEN YOU COME IN WITH THESE
09:41:29 INDIVIDUAL PARCELS BEFORE YOU GET YOUR DEVELOPMENT ORDER,
09:41:32 ACTUAL DETAILED SITE PLAN, WE WANT TO LOOK AT THE OVERALL
09:41:35 DRI SITE PLAN AND MAKE SURE EVERYTHING IS CONSISTENT.
09:41:39 SO IT'S KIND OF AN EXTRA STEP AND ONLY APPLIES TO THE LARGER
09:41:44 DEVELOPMENTS.
09:41:44 IN THIS PARTICULAR CASE, WE LOOKED -- HAD THE BROOKS AND
09:41:49 TALK ABOUT A BUBBLE PLAN, YOU NEED A MAGNIFYING GLASS TO
09:41:54 READ IT.
09:41:54 IT'S VERY COMPLICATED.
09:41:55 BUT THIS IS SHOWN IN THE ZONING FOR THE BROOKS AS
09:41:59 RESIDENTIAL, WHICH ALLOWS RECREATIONAL GOLF CLUBHOUSE.
09:42:03 ALL OF THAT IS ALLOWED.
09:42:04 IT IS VERY CONSISTENT WITH WHAT IS ALLOWED IN THE PROJECT.

09:42:07 IT'S JUST A STEP THAT WE HAVE TO HAVE REVIEWED BY COUNCIL
09:42:11 BEFORE THEY CAN GET THEIR DEVELOPMENT ORDER APPROVED.

09:42:13 SO WE LOOKED AT IT AND SAID IT'S CONSISTENT.
09:42:17 IF YOU WANT DEVIATIONS YOU CAN REQUEST THEM AS PART OF THE
09:42:20 FINAL PLAN APPROVAL.
09:42:21 SO WHEN WE WENT TO THE PUBLIC INFORMATION MEETING AT
09:42:24 PLANNING ZONING AND DESIGN BOARD, THEY SHOWED THE DESIGN
09:42:27 WHICH YOU HAVE IN YOUR PACKAGE.
09:42:30 ALSO, THEY HAVE POSTER BOARD TO SHOW YOU, AND WE HAVE THE
09:42:33 PowerPoint.
09:42:33 SO IF YOU WANT TO SEE A BETTER PICTURE.
09:42:35 THEY ARE KIND OF HARD TO READ IN YOUR PACKET.
09:42:38 BUT THEY BROUGHT UP THE FACT THAT THE CLUBHOUSE IS ALREADY
09:42:40 PAINTED WHITE, SO THEY WANT TO BE CONSISTENT WITH THE WHITE.
09:42:43 THE CLUBHOUSE WAS PAINTED BEFORE WE HAD OUR RULES THAT
09:42:47 PROHIBITED THE PREDOMINANTLY WHITER GRAY COLORS.
09:42:50 THEY WOULD LIKE TO HAVE THE DEVIATION TO HAVE IT BE THE
09:42:53 SHADES OF WHITE THAT THEY CAN EXPLAIN TO YOU IF YOU WANT TO
09:42:55 HEAR MORE DETAIL ABOUT THAT.
09:42:57 WHEN IT CAME UP AT PLANNING ZONING AND DESIGN BOARD, THEY
09:43:00 SAID THAT SOUNDS REASONABLE, BUT WE SAID THAT WILL HAVE TO
09:43:05 BE APPROVED BY COUNCIL.
09:43:07 SO PLANNING ZONING AND DESIGN BOARD WILL BE LOOKING AT THE
09:43:10 SITE SPECIFICS OF THE PLANS, THE BUFFERS, THE LANDSCAPING,
09:43:13 ALL THE CIVIL ENGINEERING AND THAT TYPE OF THING.

09:43:15 BUT THE WHOLE GENERAL CONSISTENCY IS WHAT THE COUNCIL LOOKS
09:43:19 AT.
09:43:19 AND WE DO HAVE THE APPLICANT HERE.
09:43:24 THEY CAN WAVE IN THE BACK.
09:43:25 WE HAVE THE ENGINEER, BLAIR FOLEY.
09:43:27 WE HAVE ADRIAN KARAPICI, THE ARCHITECT.
09:43:31 AND I FORGOT MEGAN'S NAME.
09:43:33 MEGAN IS IN THE BACK CORNER.
09:43:35 THEY HAVE THE POSTER BOARDS IF YOU WANT TO SEE THEM.
09:43:37 THEY CAN COME UP AND ANSWER ANY QUESTIONS OR EXPLAIN
09:43:40 ANYTHING.
09:43:40 AND I'M HAPPY TO ANSWER QUESTIONS.
09:43:45 >>Mayor Ribble: BASICALLY, MARY, WE'RE APPROVING THE
09:43:48 DEVIATION IF THE COUNCIL AGREES.
09:43:49 >>Mary Gibbs: IF YOU AGREE.
09:43:51 >>Mayor Ribble: ANY DISCUSSION?
09:43:52 ANY OBJECTION?
09:44:02 >>Jon McLain: I HAVE A COUPLE OF QUESTIONS.
09:44:04 FOUR PICKLEBALL COURTS OR SIX?
09:44:06 >>Mary Gibbs: I THINK IT WAS SIX.
09:44:09 >>Jon McLain: LOOKING AT THE DIAGRAMS, ARE THEY REPLACING --
09:44:14 THEY ARE TAKING OUT TENNIS COURTS AND REPLACE THOSE ON THE
09:44:17 OUTSIDE?
09:44:17 IS THAT WHAT I SEE IN THE DIAGRAM HERE?

09:44:19 >>Mary Gibbs: I THINK I WOULD LIKE TO HAVE THE APPLICANTS

09:44:22 COME UP AND EXPLAIN IT BECAUSE IT'S A LITTLE -- THINGS ARE
09:44:26 SHIFTING AND THEY ARE DOING REPLACEMENT AND ADDING.
09:44:49 >> GOOD MORNING, COUNCIL.
09:44:50 ADRIAN KARAPICI, PRINCIPAL ARCHITECT OF AM DESIGN GROUP.
09:44:54 WE HAVE MEGAN GULA TODAY, THE PROJECT ARCHITECT TODAY, AND
09:44:58 BLAIR FOLEY, THE CIVIL ENGINEER ON THE PROJECT.
09:45:01 THERE ARE SIX PICKLEBALL COURTS INSIDE THE INDOOR FACILITY
09:45:08 AND THERE ARE EXISTING EIGHT TENNIS COURTS THAT ARE SPREAD
09:45:13 OUT ON THE SITE.
09:45:14 I CAN SHOW YOU WHAT THE CURRENT -- I DON'T KNOW IF WE HAVE
09:45:17 AN IMAGE -- I DON'T BELIEVE WE HAVE AN IMAGE OF THE
09:45:22 EXISTING.
09:45:23 BUT THE TENNIS COURTS ARE SPREAD OUT ON-SITE.
09:45:26 THEY ARE VERY DISORGANIZED AS FAR AS THE SOCIAL ASPECT.
09:45:32 WHAT WE'RE DOING NOW IS GATHERING ALL OF THEM TOGETHER INTO
09:45:36 AN -- INTO A BATTERY OF 8 TENNIS COURTS.
09:45:46 >>Jon McLain: WHERE THEY ARE LOCATED, THE IMPACT TO ANY
09:45:49 SURROUNDING HOMES IS GOING TO BE NEGLIGENT.
09:45:51 NO BIG ISSUE.
09:45:53 >> THAT IS CORRECT.
09:45:53 ON THE SOUTH SIDE IS THE CLUBHOUSE.
09:45:57 ON THE NORTH SIDE IS THE MAINTENANCE FACILITY.
09:46:00 AS A MATTER OF FACT, WE'RE IMPROVING THE IMPACT TO THE
09:46:04 RESIDENTIAL AREA BECAUSE THE RESIDENTIAL IS ON THE EAST
09:46:07 SIDE.

09:46:08 SO WE'RE COMPACTING THE TENNIS COURTS FURTHER ON THE WEST.
09:46:14 >>Jon McLain: HOW MANY ACRES IS THIS?
09:46:15 2.7 ACRES, IS THAT WHAT IT'S OCCUPYING?
09:46:20 >> IN YOUR PACKET THERE IS ALSO AN AERIAL PHOTOGRAPH.
09:46:24 I DON'T KNOW HOW LEGIBLE IT IS -- AGAIN, BLAIR FOLEY FOR THE
09:46:27 RECORD, PROFESSIONAL ENGINEER.
09:46:29 THAT IS THE EXISTING CONDITION, YES.
09:46:32 THAT CAN KIND OF GIVE CREDENCE TO WHAT ADRIAN WAS SAYING
09:46:36 ABOUT HOW IT IS INCONSISTENT AND NOT VERY CONTIGUOUS.
09:46:39 SO THE NEW COURTS WILL BE ARRANGED ACCORDINGLY.
09:46:42 >>Jon McLain: THE HARD SURFACE AREA, IMPERVIOUS AREA, IS
09:46:46 THAT GOING TO BE INCREASED?
09:46:48 >> IT IS GOING TO BE INCREASED SLIGHTLY.
09:46:50 BUT IT STILL FITS WITHIN A DE MINIMIS APPROVAL THROUGH SOUTH
09:46:56 FLORIDA WATER MANAGEMENT, WHICH WERE ALSO A PART OF THE
09:46:59 APPROVAL PROCESS.
09:47:00 TO ADD TO THAT, WE ARE CURRENTLY UNDER REVIEW BY BONITA
09:47:04 SPRINGS UTILITY.
09:47:05 WE ARE WELL INTO THE REVIEW PROCESS BOTH FOR THE D.O. AND
09:47:09 FOR THE UTILITY APPROVAL.

09:47:12 >>Jon McLain: I HAVE NO FURTHER COMMENTS.
09:47:16 >>Vice-Mayor Zalucki: THANK YOU FOR YOUR PRESENTATION.
09:47:17 JUST CURIOUS.
09:47:18 I'M SURE THAT YOU RECEIVED COMMUNITY BUY-IN ON THIS PROJECT.
09:47:21 ARE THERE ANY OBJECTIONS THAT MAYBE THE COUNCIL WOULD LIKE

09:47:24 TO HEAR IF YOU DID HAVE THAT ENGAGEMENT WITH THE COMMUNITY?
09:47:29 >> GREAT QUESTION.
09:47:31 WE HAD A MEMBER VOTE WITHIN THE COMMUNITY AND IT PASSED OVER
09:47:34 72% WITHIN THE COMMUNITY.
09:47:39 >>Vice-Mayor Zalucki: 72% --
09:47:42 >> OF THE ELIGIBLE MEMBERS VOTING.
09:47:45 >>Vice-Mayor Zalucki: ANY ISSUE OUT OF THE 28% THAT DIDN'T
09:47:48 APPROVE OF IT, ANY GLARING ISSUE THAT WOULD HELP US
09:47:51 UNDERSTAND WHAT THE NEGATIVE SIDE IT?
09:47:53 >> WE HAVEN'T HEARD.
09:47:55 THE 28% MAJOR CONCERN WAS FINANCIALS.
09:47:59 THEY DIDN'T WANT TO SPEND THE MONEY.
09:48:01 >>Vice-Mayor Zalucki: THANK YOU.
09:48:02 >> IF I COULD ADD TO THAT, PLEASE.
09:48:04 DURING OUR PUBLIC INFORMATION MEETING, THERE WAS AN
09:48:06 OPPORTUNITY FOR ANY OF THE MEMBERS OR JUST PUBLIC AT-LARGE
09:48:09 TO COMMENT AND WE DIDN'T HAVE ANY OBJECTIONS AT ALL.
09:48:13 >>Mayor Ribble: IT LOOKS LIKE IT WILL BE A WONDERFUL
09:48:15 FACILITY.
09:48:16 I'VE HEARD THAT YOU HOPE TO COMPLETE IT THIS SUMMER.
09:48:19 [LAUGHTER]
09:48:22 >> WE'RE ALWAYS HOPEFUL.
09:48:23 >>Mayor Ribble: OR BEFORE SEASON.
09:48:26 >>Jon McLain: IF YOU DO THAT, WE NEED -- [INAUDIBLE]
09:48:29 [LAUGHTER]

09:48:30 >>Mayor Ribble: IN THAT CASE, MADAM CLERK, IS THERE ANY
09:48:33 PUBLIC COMMENT?
09:48:33 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
09:48:36 >>Mayor Ribble: ALL RIGHT.
09:48:36 MAY I HAVE A MOTION, PLEASE?
09:48:37 COUNCILWOMAN FAYHEE.
09:48:40 SECOND COUNCILMAN HUNT.
09:48:42 MADAM CLERK, PLEASE CALL THE ROLL.
09:48:44 >>Jim Ward: AYE.
09:48:45 >>Rafael Lopez: AYE.
09:48:46 >>Lori Fayhee: AYE.
09:48:47 >>Jon McLain: AYE.
09:48:49 >>Jeff Hunt: AYE.
09:48:52 >>Vice-Mayor Zalucki: AYE.
09:48:52 >>Mayor Ribble: AYE.
09:48:53 THANK YOU.

09:48:55 GOOD LUCK TO YOU.
09:48:56 ITEM 6C, RESOLUTION 2025-08.
09:49:07 CORKSCREW ROAD LANDSCAPE MAINTENANCE AGREEMENT.
09:49:11 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
09:49:15 >>Carol Sacco: RESOLUTION 2025-08, A RESOLUTION OF THE
09:49:17 VILLAGE OF ESTERO, FLORIDA, APPROVING EXECUTION OF LANDSCAPE
09:49:20 MAINTENANCE AND INSTALLATION AGREEMENT WITH F.D.O.T., MAKING
09:49:24 RELATED FINDINGS, PROVIDING FOR SEVERABILITY, AND FOR AN
09:49:27 EFFECTIVE DATE.

09:49:28 >>Mayor Ribble: ALL RIGHT.
09:49:28 I SEE DAVID AT THE PODIUM.
09:49:30 DAVID, WILL YOU INFORM US OF THIS, PLEASE?
09:49:33 >>David Willems: SO WHAT THIS PROJECT IS, THE LANDSCAPING
09:49:35 THAT WE'RE PROPOSING FROM CORKSCREW WOODLANDS BOULEVARD OVER
09:49:39 TO BEN HILL GRIFFIN PARKWAY.
09:49:40 OUR CONSULTANT IS WORKING ON THE PERMITTING RIGHT NOW.
09:49:43 COUNCIL PRELIMINARILY APPROVED THE DESIGN AT A PREVIOUS
09:49:46 COUNCIL MEETING.
09:49:48 SO THEY ARE WORKING ON PERMITS FROM BOTH THE STATE AND THE
09:49:51 COUNTY.
09:49:53 WITH ANY PROJECT THAT'S WITHIN THE STATE RIGHT-OF-WAY, THEY
09:49:56 REQUIRE LIKE AN INTERLOCAL AGREEMENT AND THEN PART OF THAT
09:49:59 INTERLOCAL AGREEMENT, THEY NEED A RESOLUTION FROM THE
09:50:03 MUNICIPALITY.
09:50:04 BASICALLY WHAT THAT RESOLUTION DOES IS IT APPROVES THE
09:50:08 AGREEMENT AND AUTHORIZES THE MAYOR TO SIGN THAT AGREEMENT.
09:50:11 SO WHAT YOU HAVE IN YOUR PACKET TODAY IS YOU HAVE THE
09:50:13 RESOLUTION, BUT YOU ALSO HAVE ATTACHED LANDSCAPE PLANS TO
09:50:17 SHOW WHAT THE DESIGN IS AND THEN ALSO THE AGREEMENT.
09:50:20 BASICALLY WHAT THE AGREEMENT SAYS IS THE VILLAGE IS GOING TO
09:50:22 INSTALL LANDSCAPING AND THEN MAINTAIN IT UP TO THE STATE
09:50:27 STANDARDS IN THE FUTURE.
09:50:28 IT'S SIMILAR TO WHAT THE VILLAGE AGREED TO ON U.S. 41 AND
09:50:34 ALSO THE INTERCHANGE THAT'S KIND OF RIGHT IN THE MIDDLE OF

09:50:36 THE PROJECT.
09:50:37 WE'VE DONE IT BEFORE.
09:50:39 HONESTLY, THE VILLAGE STANDARDS ARE HIGHER THAN THE COUNTY
09:50:43 STANDARDS.
09:50:43 SO THAT PART OF IT NEVER REALLY COMES INTO PLAY.
09:50:45 SO THIS IS JUST THE NEXT STEP TO GET THE PERMIT FROM THE
09:50:48 STATE.
09:50:50 >>Mayor Ribble: ANY DISCUSSION OR QUESTIONS?
09:50:52 WE'VE SEEN THE PLANS BEFORE.
09:50:55 >>David Willems: YES.
09:50:55 >>Mayor Ribble: IT'S MOSTLY A HOUSEKEEPING ITEM.
09:50:58 >>David Willems: CORRECT.

09:50:59 >>Mayor Ribble: MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
09:51:01 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
09:51:03 >>Mayor Ribble: ALL RIGHT.
09:51:04 CAN I HAVE A MOTION, PLEASE?
09:51:05 COUNCILMAN LOPEZ.
09:51:07 SECONDED BY THE VICE-MAYOR.
09:51:08 PLEASE CALL THE ROLL.
09:51:11 >>Jeff Hunt: AYE.
09:51:13 >>Jon McLain: AYE.
09:51:15 >>Lori Fayhee: AYE.
09:51:16 >>Rafael Lopez: AYE.
09:51:18 >>Jim Ward: AYE.
09:51:20 >>Vice-Mayor Zalucki: AYE.

09:51:21 >>Mayor Ribble: AYE.
09:51:21 6D, THE SECOND AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT
09:51:29 BETWEEN THE VILLAGE OF ESTERO AND HIGH 5 UP TOP, LLC.
09:51:34 MICHAEL, YOU'RE GOING TO SPEAK ON THIS, CORRECT?
09:51:40 >> I AM.
09:51:41 GOOD MORNING, MAYOR, COUNCIL.
09:51:43 I HAVE TRENTON HERE WITH ME FOR SUPPORT AND THE VILLAGE
09:51:49 ATTORNEY.
09:51:49 THANK YOU FOR THIS ITEM THIS MORNING.
09:51:51 AGAIN, THIS IS AN UPDATE ON OUR DISCUSSIONS AND NEGOTIATIONS
09:51:57 AND A FEW TWEAKS TO THE PUBLIC IMPROVEMENT AGREEMENT THAT
09:51:59 YOU SAW EARLIER IN THE FIRST AMENDMENT, THIS BEING THE
09:52:02 SECOND AND HOPEFULLY FINAL AMENDMENT TO THAT PUBLIC
09:52:04 IMPROVEMENT AGREEMENT.
09:52:05 THIS BASICALLY COVERS TWO CHANGES TO BE AMENDED.
09:52:11 ONE IS THE DATE OF CLOSING, WHICH WE'VE NOW PUT IN THE
09:52:16 AMENDMENT AS JUNE 13th OF 2025, NO LATER THAN.
09:52:20 IN FACT, IN TALKING WITH HIGH 5 YESTERDAY, ONCE WE'RE DONE
09:52:26 WITH THIS FINAL SECOND AMENDMENT, THEY ARE READY TO CLOSE AS
09:52:29 SOON AS WE ARE.
09:52:30 SO HOPEFULLY WE ARE DONE AND CLOSE EVEN EARLIER THAN JUNE 13
09:52:37 AS STATED IN THE SECOND AMENDMENT.
09:52:38 THE OTHER CHANGE THIS ADDRESSES IS WE HAD OUR CAM PAYMENTS.
09:52:46 OUR CAM PAYMENTS FOR COMMON AREA MAINTENANCE.
09:52:50 AND WHAT WE ARE REFERRING TO AS OUR CONSTRUCTION -- OUR

09:52:54 CONSTRUCTION PAYMENT RETURN FOR THE LAND AND COMMON AREAS,
09:52:57 ALL IN THE CAM AGREEMENT.
09:53:00 AS THEY HAVE BEEN WORKING WITH THEIR DEBT LENDERS AND
09:53:03 CAPITAL PARTNERS, WE COLLECTIVELY AGREED THAT IT WAS BETTER
09:53:06 TO MOVE THAT SECTION OF OUR RETURN FOR THE CAPITAL PUBLIC
09:53:10 IMPROVEMENTS INTO THE PUBLIC IMPROVEMENT AGREEMENT AND NOT
09:53:12 IN THE COMMON AREA MAINTENANCE AGREEMENT SO THEY DIDN'T GET
09:53:16 CONFUSED WITH ONGOING MAINTENANCE EXPENSES OF THE PROPERTY

09:53:20 WITH OUR RETURN ON OUR INVESTMENT FOR THE COMMON AREAS.
09:53:23 SO WE BASICALLY WORKED WITH THE VILLAGE ATTORNEY.
09:53:26 WE EXTRACTED THAT LANGUAGE FROM THE CAM AGREEMENT, PUT IT
09:53:29 INTO THE PUBLIC IMPROVEMENT AGREEMENT SO IT WAS MORE IN LINE
09:53:33 WITH OUR TOTAL INVESTMENT INTO THE HIGH 5 PUBLIC-PRIVATE
09:53:37 PARTNERSHIP.
09:53:37 NOW WHAT WE DO BY THIS NEW AMENDMENT IS WE HAVE A COMMON
09:53:40 AREA MAINTENANCE AGREEMENT WHICH IS COMPLETELY AGREED TO, TO
09:53:44 DEAL ONLY WITH MAINTENANCE OF ALL THE COMMON AREAS ONCE
09:53:47 EVERYTHING IS UP AND OPERATED.
09:53:48 AND IN THE PUBLIC IMPROVEMENT AGREEMENT, WE NOW CLEARLY
09:53:52 DELINEATE BOTH OUR CAPITAL CONTRIBUTION TO HIGH 5,
09:53:55 $6.25 MILLION INVESTMENT THAT WE'RE MAKING IN EXCHANGE FOR
09:53:59 40% RETURN.
09:54:01 AND A RETURN ON OUR INVESTMENT FOR PARKING LOTS AND COMMON
09:54:04 AREAS THAT WE'VE CONSTRUCTED.
09:54:06 ALL IN ONE AGREEMENT, IN ONE PLACE.

09:54:08 SO EFFECTIVELY WE HAVE THREE PAYMENT STRUCTURES IN THE
09:54:14 TRANSACTION WITH HIGH 5.
09:54:16 MAINTENANCE AS OPERATING EXPENSE UNDER THE CAM AGREEMENT.
09:54:19 PRIORITY RETURN TO US FOR -- AT 8% CAP RATE, AS YOU SAW IN
09:54:23 THE PUBLIC IMPROVEMENT DRAFT FOR THEIR SHARE OF ALL THE
09:54:27 COMMON AREAS THAT WE'VE CONSTRUCTED.
09:54:29 AND THEN OUR 40% RETURN -- PARTNERS WITH THE -- EXCUSE ME,
09:54:37 INVESTMENT WE'VE MADE INTO THE PARTNERSHIP.
09:54:38 SO WE'VE AGREED TO ALL THE PRINCIPLES.
09:54:42 I WOULD RECOMMEND AND REQUEST THAT COUNCIL APPROVE THIS FOR
09:54:47 THE MANAGER TO EXECUTE THIS SUBJECT TO FINAL TWEAKING
09:54:51 LANGUAGE OF STRUCTURE.
09:54:53 AS WE ALL KNOW, WHEN WE'RE NEGOTIATING WITH LENDERS AND
09:54:57 CAPITAL PARTNERS, THERE COULD STILL BE WORDSMITHING HERE.
09:55:00 I CAN HAVE THE VILLAGE ATTORNEY EXPAND ON THAT IF YOU LIKE.
09:55:03 BUT WE WOULD RECOMMEND THAT THIS BE APPROVED AND RECOMMENDED
09:55:07 TO THE -- THE VILLAGE MANAGER BE APPROVED TO SIGN THIS
09:55:12 SUBJECT TO FINAL LANGUAGE APPROVED BY THE VILLAGE ATTORNEY
09:55:15 AND THE VILLAGE MANAGER.
09:55:17 I'M HAPPY TO ANSWER ANY QUESTIONS.
09:55:19 TRENTON IS HERE AND THE VILLAGE ATTORNEY WILL BE HAPPY TO
09:55:22 ADDRESS QUESTIONS AS WELL.
09:55:25 >>Jeff Hunt: IT LOOKS LIKE THIS AGREEMENT WAS FIRST ENTERED
09:55:29 INTO MAY 15, 2024, WITH AN ANTICIPATED CLOSE DATE OF JULY
09:55:37 15, 2024.

09:55:39 HERE WE ARE A YEAR LATER.
09:55:41 WE ANTICIPATED ACTUALLY CLOSING THAT QUICKLY BACK IN THE
09:55:45 DAY?
09:55:46 >> WE HOPED TO AND EXPECTED TO.

09:55:48 UNFORTUNATELY, A LOT OF THINGS HAPPENED AS I'M SURE YOU ALL
09:55:51 REALIZED WITH COUNTY LAND COMING IN AND THINGS CHANGING
09:55:55 SIGNIFICANTLY BETWEEN THEN AND NOW.
09:56:00 >>Mayor Ribble: VICE-MAYOR.
09:56:01 >>Vice-Mayor Zalucki: THANK YOU, MICHAEL, FOR THE OVERVIEW.
09:56:03 JUST TO BE CLEAR, THE DCBF AMOUNT OF $706,677 ANNUALLY IS
09:56:09 BROKEN UP INTO QUARTERLY PAYMENTS TO THE VILLAGE.
09:56:12 >> CORRECT.
09:56:13 >>Vice-Mayor Zalucki: THAT INCLUDES THE CAP RATE, THE
09:56:15 INVESTMENT AND THE MAINTENANCE IN PERPETUITY?
09:56:20 >> SO THE 706,000 PER YEAR IS HIGH 5'S ALLOCATION OF A
09:56:28 RETURN ON OUR COST TO CONSTRUCT ALL OF THE COMMON AREAS,
09:56:33 PARKING, HARDSCAPE, LANDSCAPE, ET CETERA, BUT FOR THE PADS
09:56:36 WE CREATED FOR OUR PRIVATE PARTNERS.
09:56:38 WHAT WE DID TO GET TO THAT ALLOCATION, YOU MAY REMEMBER IN
09:56:42 THE FORMULAS THAT WE CREATED, WE USED ACTIVE SQUARE FOOTAGE
09:56:46 PER PAD.
09:56:48 AS IT TURNS OUT BASED ON HOW THAT CAMPUS, THE ENTERTAINMENT
09:56:51 CAMPUS IS CURRENTLY DESIGNED AND LAID OUT, IF I REMEMBER
09:56:55 CORRECTLY, I THINK HIGH 5'S PERCENTAGE ENDS UP BEING AROUND
09:56:59 35 TO 37 PERCENT OF THE TOTAL COST.

09:57:02 SO WE TAKE OUR TOTAL INVESTMENT.
09:57:08 WE USE THE BASIS COST OF OUR LAND AT -- AROUND $300,000 AN
09:57:13 ACRE.
09:57:13 PLUS THE TOTAL BUDGET THAT COUNCIL HAS APPROVED TO CONSTRUCT
09:57:17 THE COMMON AREA FOR THE ENTERTAINMENT CAMPUS AND WE TOOK ALL
09:57:24 OF THAT AS A TOTAL AMOUNT.
09:57:25 WE DIVIDED IT BY A PERCENTAGE AND ALLOCATED THAT AT 8% CAP
09:57:33 RATE RETURN FOR THE TOTAL OF COMPUTED LAND VALUE AND COST
09:57:37 AND THEIR SHARE ENDS UP BEING $700,000 A YEAR.
09:57:40 THAT IS A REIMBURSEMENT FOR THEIR SHARE OF OUR COST TO BUILD
09:57:44 OUT THE COMMON AREA.
09:57:45 THAT KIND OF SITS IN BETWEEN IN THE WATERFALL.
09:57:48 THE FIRST PAYMENT AS AN OPERATING EXPENSE IS THEIR SHARE OF
09:57:51 MAINTAINING ALL OF THAT PROPERTY ON AN ONGOING BASIS, WHICH
09:57:56 IS A PASS-THROUGH THAT THEY'LL SHARE ON A SAME PRO RATA
09:58:00 BASIS WITH ALL THE ENTERTAINMENT PARTNERS THAT END UP BEING
09:58:03 THERE TO SWEEP PARKING LOTS, REMOVE TRASH, SECURE THE
09:58:07 CAMPUS, ET CETERA, ET CETERA.
09:58:08 THAT IS A PRIORITY PAYMENT IN THE OPERATING EXPENSE.
09:58:11 THE FIRST PRIORITY PAYMENT FOR OUR RETURN IS FIXED AT THAT
09:58:14 $700,000 A YEAR.
09:58:16 AND THEN LASTLY, AT THE BOTTOM OF THE WATERFALL, EVERY
09:58:21 DOLLAR OF OPERATING INCOME WE GET 40%, IS THEIR INVESTOR --
09:58:29 THREE STRUCTURED PAYMENTS.
09:58:31 >>Vice-Mayor Zalucki: TWO OF THEM ARE VARIABLE, SO WE DON'T

09:58:35 HAVE THE NUMBERS NOW.
09:58:35 THIS ONE IS A SOLID NUMBER FOR CONSTRUCTION.
09:58:38 >> THAT'S CORRECT.
09:58:38 >>Vice-Mayor Zalucki: THANK YOU FOR CLARIFYING.
09:58:41 >>Jon McLain: ARE WE TALKING ABOUT JUST 20 ACRES AS FAR AS
09:58:44 THE EXPENSE GOES OR HAVE WE NOW CHANGED THAT TO INCLUDE THE
09:58:48 PROPERTY THAT WE PURCHASED FROM LEE COUNTY?
09:58:50 >> GREAT QUESTION.
09:58:51 WE CHANGED IT TO IMPROVE -- TO INCLUDE A PORTION OF THE
09:58:55 PROPERTY THAT WE ACQUIRED FROM LEE COUNTY.
09:58:57 >>Jon McLain: POTENTIAL DRIVING RANGE WOULD BE?
09:59:00 >>Robert Eschenfelder: IT IS THE ENTERTAINMENT DISTRICT.
09:59:03 SO IT GOES FROM WILLIAMS DRIVING RANGE AND THEN UP TO THAT
09:59:10 LAST PARCEL THAT'S ON THE OTHER SIDE OF THE ENTRANCE THAT
09:59:14 WE'VE --
09:59:15 >>Jon McLain: WHERE THE MAINTENANCE IS.
09:59:17 >>Robert Eschenfelder: WHERE THE MAINTENANCE IS NOW.
09:59:20 IT'S NOT FAIR TO MAKE THEM SHARE ANYTHING WITH THE SPORTS
09:59:24 PARK SIDE OF IT BECAUSE THAT'S NOT -- EVEN THOUGH THEY
09:59:28 INTEGRATE WITH EACH OTHER, THEY ARE SORT OF DIFFERENT.
09:59:30 >> EXACTLY.
09:59:30 TO THE VILLAGE ATTORNEY'S POINT, IT IS FAIR FOR THEM TO
09:59:35 SHARE IN THE MAIN ENTRY AND THE AREA NORTH, BUT NOT ANY OF
09:59:38 THE SPORTS PARK CAMPUS ITSELF.
09:59:40 >>Jon McLain: THERE ARE A LOT OF NUMBERS IN HERE.

09:59:42 >> YES, SIR.
09:59:43 >>Jon McLain: HAS KEVIN BEEN INVOLVED IN LOOKING AT THOSE
09:59:46 NUMBERS ALSO AND LEGALLY, OUR ATTORNEY AGREES WITH THAT?
09:59:51 DO YOU AGREE WITH THE NUMBERS AND THE PAYOUTS AND THE
09:59:55 WATERFALL AND ALL THAT?
09:59:56 >>Robert Eschenfelder: I WROTE IT, SO I AGREE WITH IT.
09:59:58 [LAUGHTER]
09:59:59 UNLESS MY ALTER EGO IS GETTING UP AT NIGHT.
10:00:06 TRUST ME.
10:00:08 WE SAT IN THE SECOND FLOOR CONFERENCE ROOM AS A TEAM AND
10:00:11 GONE OVER EVERYTHING.
10:00:12 IT'S ALL SQUARED AWAY.
10:00:14 TO YOUR QUESTION, COUNCILMEMBER HUNT, IN TERMS OF WHAT IT
10:00:20 INITIALLY LOOKED LIKE AND INITIALLY WE WERE GOING TO CLOSE,
10:00:23 WHAT WE NOW HAVE IS JUST NOT WHAT WE WERE DEALING WITH BACK
10:00:26 THEN.
10:00:26 WE DIDN'T REALLY KNOW HOW THE COUNTY PROPERTY WAS GOING TO
10:00:30 COME TO US.
10:00:32 AND AS THAT BEGAN TO LOOK LIKE IT MIGHT BE A POSSIBILITY, I
10:00:36 THINK ALL SIDES, INCLUDING HIGH 5, WANTED TO SAY, LET'S SEE
10:00:40 WHERE THIS GOES BECAUSE IT'S NOW MUCH MORE BIGGER, COHESIVE
10:00:44 PROJECT.

10:00:44 EVERYONE IS GOING TO WIN IN THE END.
10:00:46 IT LOOKS LIKE THERE WAS DELAY, BUT IT WAS DELAYED FOR GOOD
10:00:50 REASON.

10:00:53 >>Jon McLain: THEY ARE GOING TO GET THIS THING SIGNED.
10:00:55 YOUR EASEMENT, FINISH THE PAD WORK, THAT IS A NO-BRAINER.
10:00:59 THEY'LL SIGN THAT NO ISSUE.
10:01:01 IT LOOKS LIKE WE'RE AT THE END OF THE TUNNEL, MAYBE BEING
10:01:04 ABLE TO GET THEM ON THE PROPERTY AND START DOING THEIR
10:01:07 BUILD.
10:01:08 I LIKE THE MAYOR'S COMMENTS WITH SHADOW WOOD, IF THEY COULD
10:01:12 GET IT DONE BY THE SUMMER.
10:01:13 I DON'T THINK BUILD IT QUITE THAT QUICKLY.
10:01:17 AT LEAST IT LOOKS LIKE WE'RE FINALLY MOVING THIS THING
10:01:21 FORWARD.
10:01:22 >> THAT'S RIGHT.
10:01:22 NOT TO DIGRESS DOWN A RABBIT HOLE TOO DEEP ON THAT POINT,
10:01:27 OUR NEW SCHEDULE DOES HAVE US PAD READY FOR THEM LATE JULY
10:01:31 OF THIS YEAR WITH WRIGHT MOVING BACK AND REMOBILIZING IN
10:01:35 JUNE.
10:01:36 HIGH 5 WILL BE READY TO WORK WITH STAFF AND WORK WITH THE
10:01:39 VILLAGE TO GET EVERYTHING DONE, APPROVED, FOUNDATION IN THE
10:01:42 GROUND AS QUICKLY AS POSSIBLE AND OPEN IN AUGUST OF '26.
10:01:46 >>Mayor Ribble: COUNCILMAN WARD.
10:01:49 >>Jim Ward: MICHAEL, FOR SOME REASON I HAVE A RECOLLECTION
10:01:52 OF THE 706,000 BEING A HIGHER NUMBER WHEN WE FIRST STARTED
10:01:56 DISCUSSIONS ON THAT.
10:01:57 AM I REMEMBERING THAT CORRECTLY OR IS THIS SOMETHING ELSE
10:02:01 THAT IS INCORPORATED IN THIS NUMBER THAT I'M NOT

10:02:03 REMEMBERING?
10:02:04 >> NO, I THINK YOU'RE REMEMBERING VERY CLEARLY.
10:02:06 ORIGINALLY, WE WERE EFFECTIVELY DIVIDING THREE PARTNERS ON
10:02:11 20 ACRES.
10:02:12 NOW WE HAVE FIVE PARTNERS OVER A LITTLE BIT LARGER,
10:02:17 INCLUDING THE NEW ENTRY ROAD, ET CETERA, JUST NORTH OF HIGH
10:02:20 5.
10:02:21 SO THE MATH HAS CHANGED A LITTLE BIT BECAUSE THERE'S MORE
10:02:24 PEOPLE TO SHARE IN THE OVERALL REIMBURSEMENT BACK TO THE
10:02:27 VILLAGE.
10:02:29 >>Jim Ward: BUT WE DON'T HAVE ANY OTHER PARTNERS AT THIS
10:02:31 POINT IN TIME TO SHARE.
10:02:34 >> NOT THAT WE CAN FORMALLY ANNOUNCE.
10:02:36 WE'RE HOPING TO DO THAT BEFORE BREAK.
10:02:38 >>Jim Ward: THIS DOES NOT INCLUDE THE CAM COST OR ANYTHING.
10:02:42 >> THAT'S CORRECT.
10:02:42 THAT'S COVERED SEPARATELY UNDER THE COMMON AREA MAINTENANCE
10:02:46 AGREEMENT.

10:02:46 >>Jim Ward: THANK YOU.
10:02:47 >>Mayor Ribble: ANYTHING ELSE?
10:02:48 MADAM CLERK, ARE THERE ANY PUBLIC COMMENTS?
10:02:50 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:02:53 >>Mayor Ribble: ALL RIGHT.
10:02:53 IN THAT CASE, VICE-MAYOR ZALUCKI HAS MADE THE MOTION.
10:02:59 DO I HAVE A SECOND?

10:03:00 MR. McLAIN.
10:03:02 PLEASE CALL THE ROLL, MADAM CLERK.
10:03:04 >>Jim Ward: AYE.
10:03:06 >>Rafael Lopez: AYE.
10:03:06 >>Lori Fayhee: AYE.
10:03:09 >>Jon McLain: AYE.
10:03:09 >>Jeff Hunt: AYE.
10:03:12 >>Vice-Mayor Zalucki: AYE.
10:03:12 >>Mayor Ribble: AYE.
10:03:14 THANK YOU, GENTLEMEN.
10:03:16 ITEM 6E, RESOLUTION 2025-09, APPROVING F.D.O.T. GRANT FOR
10:03:28 $300,000 FOR BROADWAY AVENUE WEST DESIGN.
10:03:34 MADAM CLERK, WOULD YOU PLEASE READ THE RESOLUTION?
10:03:38 >>Carol Sacco: RESOLUTION 2025-09, A RESOLUTION OF THE
10:03:41 VILLAGE OF ESTERO, FLORIDA, APPROVING EXECUTION OF A GRANT
10:03:43 AGREEMENT WITH F.D.O.T. FOR DESIGN OF BROADWAY AVENUE WEST
10:03:47 IMPROVEMENTS, MAKING RELATED FINDINGS, PROVIDING FOR
10:03:50 SEVERABILITY AND FOR AN EFFECTIVE DATE.
10:03:52 >>Mayor Ribble: ALL RIGHT.
10:03:53 DAVID, PLEASE, PROCEED.
10:03:54 >>David Willems: GOOD MORNING AGAIN.
10:03:55 WHAT THIS IS, IT'S SIMILAR, ADMINISTRATIVE TO A CERTAIN
10:04:00 DEGREE.
10:04:00 THE LAST LEGISLATIVE SESSION BEFORE THIS ONE, THE STATE
10:04:05 APPROVED APPROPRIATIONS TO THE VILLAGE OF $300,000 TO DESIGN

10:04:09 IMPROVEMENTS ON BROADWAY AVENUE WEST.
10:04:12 SO WHAT THAT IS, BROADWAY FROM U.S. 41 ALL THE WAY TO THE
10:04:16 END.
10:04:17 AND THIS IS THE SAME PROJECT THAT WE ALSO HAVE DR FUNDING
10:04:21 FOR, AND THAT'S $15 MILLION FOR THE DESIGN, PERMITTING AND
10:04:26 CONSTRUCTION.
10:04:26 SO WHAT WE HAVE BEFORE YOU IS KIND OF THE ADMINISTRATIVE
10:04:32 PART OF VILLAGE COUNCIL APPROVING THE GRANT, RECEIVING THE
10:04:35 MONEY, AND THEN APPROVING THE VILLAGE MANAGER OR THE MAYOR
10:04:38 TO SIGN THAT GRANT AGREEMENT WHEN IT BECOMES FINAL.
10:04:41 IT'S $300,000.
10:04:43 THERE'S REALLY NOTHING FOR THE VILLAGE THAT'S GOING TO HELP
10:04:47 OFFSET THE DESIGN COSTS.
10:04:49 WE'RE CURRENTLY WORKING ON THE RFP FOR THIS, SO MAYBE JUST

10:04:54 BEFORE BREAK OR JUST AFTER BREAK, COUNCIL WILL SEE THE
10:04:58 DESIGN AND PERMITTING CONTRACT FOR THIS.
10:05:00 WITH THAT, I CAN ANSWER ANY QUESTIONS.
10:05:04 >>Mayor Ribble: ANYONE?
10:05:05 COUNCILMAN McLAIN.
10:05:10 >>Jon McLain: WE REQUESTED 1.3.
10:05:12 WE GOT 300.
10:05:13 IS IT A SHORTFALL OF A MILLION DOLLARS?
10:05:17 HOW WILL THAT BE COVERED?
10:05:20 >>David Willems: SO THE DR PROJECT COVERS THE WHOLE PROJECT.
10:05:26 SO THE DR FUNDING, WHICH IS I THINK 15 OR $16 MILLION PLUS

10:05:31 THIS 300,000 COVERS DESIGN, PERMITTING, AND CONSTRUCTION OF
10:05:35 THE PROJECT.
10:05:37 >>Jon McLain: NO OUTLAY FROM THE VILLAGE IN CAPITAL FUNDS.
10:05:41 >>David Willems: CORRECT.
10:05:42 >>Mayor Ribble: ANYTHING ELSE?
10:05:42 MADAM CLERK, ANY PUBLIC COMMENT?
10:05:45 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:05:47 >>Mayor Ribble: IN THAT CASE, I WILL ACCEPT A MOTION.
10:05:50 COUNCILMAN HUNT.
10:05:51 SECOND BY COUNCILMAN WARD.
10:05:54 PLEASE CALL THE ROLL.
10:05:56 >>Jeff Hunt: AYE.
10:05:59 >>Jon McLain: AYE.
10:06:00 >>Lori Fayhee: AYE.
10:06:01 >>Rafael Lopez: AYE.
10:06:02 >>Jim Ward: AYE.
10:06:04 >>Vice-Mayor Zalucki: AYE.
10:06:05 >>Mayor Ribble: AYE.
10:06:07 THANK YOU, DAVID.
10:06:10 ALL RIGHT.
10:06:13 ITEM 7A, THE FIRST READING OF ZONING ORDINANCE NUMBER
10:06:18 2025-02, HOME2 SUITES AT COCONUT POINT.
10:06:24 MADAM CLERK, WOULD YOU PLEASE READ THE TITLE OF THE
10:06:28 ORDINANCE.
10:06:28 >>Carol Sacco: ORDINANCE 2025-02, AN ORDINANCE OF THE

10:06:33 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:06:35 WITH CONDITIONS AN AMENDMENT TO THE MIXED USE PLANNED
10:06:37 DEVELOPMENT ZONING AND DEVIATIONS FOR A 2.37-ACRE PROPERTY
10:06:41 LOCATED IN THE COCONUT POINT DEVELOPMENT OF REGIONAL IMPACT;
10:06:46 AND APPROVING DRI DEVELOPMENT ORDER AMENDMENTS FOR PROPERTY
10:06:49 BOUNDED BY U.S. 41 ON THE WEST, WILLIAMS ROAD ON THE NORTH,
10:06:54 SEMINOLE GULF RAILROAD RIGHT-OF-WAY ON THE EAST AND THE
10:06:57 SOUTHERN BOUNDARY OF THE VILLAGE OF ESTERO LIMITS, ALL IN
10:06:59 THE VILLAGE OF ESTERO, FLORIDA, PROVIDING FOR SEVERABILITY
10:07:02 AND PROVIDING AN EFFECTIVE DATE.

10:07:05 >>Mayor Ribble: THANK YOU.
10:07:05 MARY, YOU ARE UP AGAIN.
10:07:10 >>Mary Gibbs: GOOD MORNING, AGAIN.
10:07:12 THIS IS THE FIRST READING FOR THE HOME2 SUITES ZONING
10:07:16 AMENDMENT.
10:07:17 THE PROPERTY IS LOCATED, IT'S TWO ACRES WITHIN THE COCONUT
10:07:21 POINT DRI.
10:07:22 IT IS ACTUALLY LOCATED IN THE BACK PARKING LOT OF COCONUT
10:07:25 POINT, SOUTH OF THE MOVIE THEATER AND THEN NORTH OF WHERE
10:07:28 THE RESIDENCES CONDOS ARE LOCATED.
10:07:32 THE APPLICANT IS PROPOSING TO DO A FOUR-STORY HOTEL WITH 111
10:07:37 ROOMS.
10:07:39 ALL SUITES TYPE HOTEL.
10:07:40 THEY NEED TO GET AMENDMENTS TO THE ZONING AS WELL AS
10:07:43 AMENDMENTS TO THE DRI DEVELOPMENT ORDER.

10:07:45 YOU'LL SEE LIKE TWO SEPARATE DOCUMENTS COMING FORWARD TO
10:07:50 YOU.
10:07:51 BUT THIS IS THE FIRST READING.
10:07:53 IT'S NOT A PUBLIC HEARING.
10:07:54 THE PUBLIC HEARING WILL COME LATER.
10:07:55 BECAUSE IT'S NOT A PUBLIC HEARING, WE DON'T GET INTO A
10:07:59 DISCUSSION.
10:08:00 BUT IF YOU DO HAVE ANY QUESTIONS THAT YOU WOULD LIKE THE
10:08:02 APPLICANT TO ADDRESS, THE APPLICANT IS HERE, JEREMY FROM
10:08:07 INGENIUM, HE'S WAVING.
10:08:09 HE'S NOT ALLOWED TO TALK.
10:08:10 BUT IF YOU HAVE SOME QUESTIONS AND YOU WANT THEM ADDRESSED
10:08:14 SPECIFICALLY AT THE SECOND READING, WHICH IS THE PUBLIC
10:08:16 HEARING, LET'S BRING THAT UP TODAY.
10:08:17 I DID WANT TO MENTION ALSO AT THE SECOND READING, AFTER WE
10:08:22 PUT YOUR PACKETS TOGETHER, WE RECEIVED A LETTER FROM THE
10:08:25 APPLICANT, AND WE HAD THOUGHT AT PLANNING AND ZONING BOARD
10:08:28 WE HAD WORKED EVERYTHING OUT AND EVERYBODY WAS IN AGREEMENT
10:08:31 WITH THE CONDITIONS, BUT WE RECEIVED A LETTER FROM THE
10:08:33 APPLICANT WHICH CAME MONDAY, SO TOO LATE TO PUT IN YOUR
10:08:36 PACKET.
10:08:36 THEY ARE DISAGREEING WITH ONE OF THE CONDITIONS THAT RELATES
10:08:39 TO THE CONSTRUCTION MATERIALS.
10:08:40 SO I EXPECT THAT WILL BE A POINT OF DISCUSSION AT THE PUBLIC
10:08:43 HEARING.

10:08:43 WE ARE GOING TO INCLUDE THAT IN YOUR PACKET FOR THE SECOND
10:08:47 READING SO YOU'LL HAVE TIME TO LOOK AT THAT.
10:08:49 AND THEN WE MAY HAVE SOME MINOR CHANGES OR MINOR REVISIONS
10:08:52 TO THE DRI DEVELOPMENT ORDER, WHICH ARE INCONSEQUENTIAL BUT
10:08:58 BECAUSE THE DOCUMENT IS SO OLD, WE ARE TRYING TO UPDATE IT
10:09:01 AND MAKE IT A LITTLE BIT MORE UP TO DATE.

10:09:04 IT WAS FROM THE COUNTY, AND IT'S BEEN AMENDED LIKE TEN
10:09:07 TIMES.
10:09:08 IT IS A COMPLICATED DOCUMENT, BUT THERE'S REALLY NOT ANY
10:09:11 SUBSTANTIVE ISSUES.
10:09:12 THE ISSUES ARE REALLY WITH THAT ZONING CONDITION.
10:09:14 AGAIN, JUNE 4 IS THE DATE WE WERE LOOKING AT FOR THE SECOND
10:09:21 READING PUBLIC HEARING OR JUST RECALL THAT THAT IS A
10:09:23 4:30 P.M. HEARING.
10:09:25 IF YOU HAVE ANY QUESTIONS THAT YOU WOULD LIKE TO BE
10:09:31 ADDRESSED --
10:09:36 >>Jon McLain: I TRIED TO LOOK AT THE DIAGRAM IN HERE.
10:09:38 IS THE MOVIE THEATER ADJACENT TO PARTS OF THIS PROPERTY?
10:09:43 >>Mary Gibbs: NO, THE MOVIE THEATER IS FARTHER NORTH.
10:09:46 IF YOU ARE FAMILIAR WITH THE BACK OF THE PARKING LOT, YOU
10:09:48 HAVE THE MOVIE THEATER.
10:09:49 YOU KNOW WHERE THE RESIDENCES, CLOSER TO DILLARD'S, THE
10:09:53 RESIDENTIAL UNITS, IT'S JUST DIRECTLY NORTH OF THAT IN THE
10:09:56 PARKING LOT.
10:09:59 >>Jon McLain: IT SEEMS IF YOU WALK A LITTLE BIT, YOU'RE NOT

10:10:02 VERY FAR FROM THE APPLE STORE.
10:10:04 I'M WORRIED ABOUT PARKING.
10:10:06 >>Mary Gibbs: IT'S NOT DIRECTLY NEAR THE APPLE STORE.
10:10:10 >>Jon McLain: FURTHER SOUTH?
10:10:11 >>Mary Gibbs: IT'S FURTHER SOUTH.
10:10:13 >>Jon McLain: WILL THIS IMPACT PARKING DENSITY IN THE WHOLE
10:10:17 OF COCONUT MALL?
10:10:18 IT'S PRETTY HARD TO FIND A PARKING SPOT THERE SOMETIMES.
10:10:22 >>Mary Gibbs: THEY HAVE ADDRESSED THE PARKING, AND THAT WILL
10:10:24 BE DISCUSSED.
10:10:25 I'LL ASK THEM TO DISCUSS THAT IN PARTICULAR AT THE SECOND
10:10:27 READING BECAUSE THEY DO TAKE PARKING FOR THE HOTEL.
10:10:31 SO THAT HAS TO BE OFFSET.
10:10:33 BUT THEY HAVE A PARKING STUDY THAT'S INCLUDED IN YOUR
10:10:36 DOCUMENTS, AND I'LL HAVE THEM EXPLAIN THAT.
10:10:39 I ALSO WANT TO MENTION, WHICH IS JUST AN ASIDE, THAT THE
10:10:43 MOVIE THEATER IS GOING TO BE REPURPOSED FOR POTENTIAL
10:10:47 MULTIFAMILY PROJECT THAT SIMON IS EXPECTING TO BRING IN.
10:10:51 WE ALREADY HAD DISCUSSIONS WITH THEM.
10:10:52 AGAIN, WE'LL BE LOOKING AT THE PARKING IN THE BIGGER CONTEXT
10:10:57 AS WELL.
10:11:01 >>Jim Ward: I WAS ACTUALLY GOING TO BRING UP THAT POINT
10:11:03 BECAUSE THAT PARKING LOT IS NOT UTILIZED VERY MUCH RIGHT NOW
10:11:07 BECAUSE THE MOVIE THEATER IS NOT OPEN.
10:11:11 IN FACT, FROM MY EXPERIENCE, THE PARKING LOT WAS NOT EVEN

10:11:14 USED THAT OFTEN EVEN WHEN THE MOVIE THEATER WAS ACTIVE.
10:11:17 BUT HOW DO WE LOOK AT THIS IN THE CONTEXT OF WHAT'S GOING TO

10:11:22 HAPPEN TO THE MOVIE THEATER AND THAT SURROUNDING AREA?
10:11:26 IT'S ALL PART AND PARCEL OF HOW THAT AREA IS GOING TO BE
10:11:30 UTILIZED.
10:11:31 I THINK IT IMPACTS OUR DECISION ON HOW WE VIEW IT TODAY,
10:11:36 THIS PROJECT TODAY.
10:11:37 >>Mary Gibbs: WE HAD A CONVERSATION WITH SIMON WHEN THEY
10:11:40 FIRST APPROACHED US ABOUT DOING THE REDEVELOPMENT OF THE
10:11:43 MOVIE THEATER.
10:11:43 AND ACTUALLY THIS CAME UP AT PLANNING AND ZONING, CAN WE
10:11:47 LOOK AT THE BIGGER CONTEXT, BUT THIS PROJECT, HOME2, HAD
10:11:51 ALREADY BEEN IN THE PROCESS AND THEY ARE ANXIOUS TO GET
10:11:53 GOING, SO THEY DON'T WANT TO BE HELD UP BY THE OTHER LARGER
10:11:57 PROJECT.
10:11:58 BUT THEY WANT TO DO TWO STAND-ALONE PROJECTS BUT INTEGRATE
10:12:02 THEM.
10:12:02 SO I THINK IT WOULD BE HELPFUL AT THE SECOND READING IF
10:12:06 THESE FOLKS CAN EXPLAIN HOW THEY FIT INTO THE BIGGER CONTEXT
10:12:10 AND POSSIBLY I DON'T KNOW IF SIMON --
10:12:15 >>Jim Ward: I WOULD THINK THAT WOULD BE IMPORTANT FOR US TO
10:12:18 UNDERSTAND THE TOTAL CONTEXT OF WHAT THEY ARE GOING TO BE
10:12:20 DOING IN THAT AREA.
10:12:21 I THINK THE THING THAT CONCERNS ME MORE THAN ANYTHING IS A
10:12:26 COUPLE OF THE DEVIATIONS REGARDING THE HEIGHT AND, MORE

10:12:30 IMPORTANTLY, THE NUMBER OF UNITS THAT ARE GOING IN THERE
10:12:33 THAT ARE IN EXCESS OF WHAT'S IN THE ORIGINAL DEVELOPMENT
10:12:37 ORDER.
10:12:38 IF MY MEMORY IS CORRECT, I THINK THERE WAS AN ADDITIONAL 83
10:12:41 UNITS THAT ARE ABOVE AND BEYOND WHAT WAS ORIGINALLY APPROVED
10:12:44 FOR THAT AREA.
10:12:45 >>Mary Gibbs: CORRECT, CORRECT.
10:12:47 SO WE'LL ASK THEM TO TALK ABOUT THOSE DEVIATIONS.
10:12:52 >>Mayor Ribble: ANYTHING ELSE?
10:12:53 >>Jon McLain: IS THIS PROPERTY, I SAW SOMETHING IN HERE
10:12:57 ABOUT 2,000 SQUARE FEET OF RETAIL, WAS MAYBE AVAILABLE FOR
10:13:01 THAT.
10:13:02 THEY ARE GOING TO ELIMINATE THAT TO BUILD A HOTEL TO JUSTIFY
10:13:05 MAYBE THE ROOMS OR WHATEVER?
10:13:07 >>Mary Gibbs: WELL, IN THE DRI BASED ON NOT INCREASING THE
10:13:13 TRAFFIC.
10:13:13 SO WHEN THEY COME IN TO BUILD THE HOTEL, WE SAID YOU DON'T
10:13:16 HAVE ENOUGH UNITS.
10:13:18 YOU'LL HAVE TO ASK FOR MORE UNITS IN THE APPROVAL, BUT WE
10:13:21 WANT YOU TO NOT HAVE A NET INCREASE IN THE OVERALL TRAFFIC,
10:13:26 SO YOU HAVE TO ELIMINATE SOMETHING SOMEWHERE ELSE.
10:13:28 AND THAT'S WHY THEY ARE ELIMINATING THE 2,000 SQUARE FEET OF
10:13:31 RETAIL WHICH BALANCES OUT THE EXTRA HOTEL ROOM.
10:13:33 >>Jon McLain: SIMON --

10:13:37 >>Mary Gibbs: THAT'S WHY WE'RE AMENDING THE DRI DEVELOPMENT

10:13:39 ORDER AS WELL AS THE HOME2 PIECE.
10:13:41 IT WAS A LITTLE COMPLICATED BECAUSE WE HAD TO BRING SIMON
10:13:44 INTO THE EQUATION BECAUSE THE DRI AMENDMENTS FOR THE HOTEL
10:13:47 ACTUALLY AFFECT THE OTHER SIMON PROPERTIES.
10:13:50 SO THEY HAVE TO -- THEY HAD TO AGREE TO THAT.
10:13:52 SO WE'LL EXPLAIN THAT IN MORE DETAIL AT THE SECOND READING.
10:13:57 >>Jon McLain: THAT'S REALLY IMPORTANT, AS JIM HAS INDICATED
10:14:00 ALSO, THAT WE'RE KIND OF PIECEMEALING THIS NOW.
10:14:03 THEY HAD A MASTER PLAN FOR THE WHOLE DEVELOPMENT, AND NOW
10:14:07 THERE'S SOME BUSINESS FAILURES LIKE THE MOVIE THEATER.
10:14:10 THEY REPURPOSE THAT.
10:14:12 THE AMOUNT OF PARKING COULD BE A BIG ISSUE FOR THIS THING.
10:14:17 I NEED A LITTLE HELP UNDERSTANDING, I THINK, BEFORE WE GO
10:14:20 FORWARD.
10:14:21 I DON'T KNOW IF THEY KNOW WHO IS GOING TO GO IN THE THEATER.
10:14:25 WHAT THAT COULD MEAN IS WE APPROVE THIS PIECEMEAL AND THEN
10:14:27 THEY COME BACK IN FOR THE MOVIE THEATER AND WE REJECT THAT
10:14:33 BECAUSE OF THE AMOUNT OF PARKING THAT'S GOING TO BE --
10:14:36 >>Mary Gibbs: THEY HAVE TO HAVE PARKING FOR THEIR USE.
10:14:38 THEY HAVE TO HAVE SUFFICIENT PARKING FOR THEIR USE.
10:14:41 SO -- WE DID HAVE THE DISCUSSION AT PLANNING AND ZONING
10:14:45 ABOUT PIECEMEALING BECAUSE ONE OF THE BOARD MEMBERS BROUGHT
10:14:48 THAT UP, BUT WE CAN'T PROHIBIT THEM FROM GOING FORWARD WITH
10:14:51 THIS ONE.
10:14:52 HOWEVER, I WILL TELL YOU, AND WHEN WE LOOKED AT THE MOVIE

10:14:55 THEATER WHAT THEY ARE LOOKING AT IS POSSIBLE LIKE
10:14:59 UNDER-BUILDING PARKING SO THAT THEY DON'T LIKE AFFECT THE
10:15:02 PARKING DETRIMENTALLY.
10:15:04 THAT'S ONE OF THE THINGS THAT, AGAIN, WE HAVE NO APPLICATION
10:15:08 IN, BUT THAT'S BEEN OUR CONVERSATION.
10:15:09 WE'LL SEE IF THEY CAN ADDRESS THAT, EXPLAIN THE BIGGER
10:15:16 CONTEXT AT THE PUBLIC HEARING.
10:15:19 >>Jon McLain: THE LAST COMMENT I'VE GOT, EXCUSE ME, I DO
10:15:23 THINK THEY DID A PRETTY NICE JOB ARCHITECTURALLY ON THIS AND
10:15:25 THE COLORS WHICH I THINK IS ONE OF THE FIRST TIMES THAT I'VE
10:15:28 SEEN A PLAN LIKE THIS COME THROUGH WITH ARCHITECTURE THAT
10:15:34 LOOKS GOOD.
10:15:36 >>Mary Gibbs: THE PLANNING ZONING DESIGN BOARD KIND OF GAVE
10:15:39 THEM A LOT OF SUGGESTIONS.
10:15:40 >>Jim Ward: TO FOLLOW UP ON JON'S POINT ABOUT THE 2,000
10:15:47 SQUARE FEET OF RETAIL SPACE IS THAT IN THAT SAME -- IS THAT
10:15:51 IN THE SAME GENERAL AREA AS WHERE THEY ARE PROPOSING A HOTEL
10:15:55 OR IS IT 2,000 SQUARE FEET THAT'S, YOU KNOW, --
10:16:00 >>Mary Gibbs: THERE ARE DIFFERENT TRACTS IN THE OVERALL SITE
10:16:03 PLAN, AND IT IS IN TRACT 2A WHICH IS THE SAME GENERAL AREA.

10:16:07 >>Jim Ward: SAME GENERAL AREA.
10:16:09 NOT THE TOTAL --
10:16:10 >>Mary Gibbs: NOT LIKE THE FAR NORTH END OF THE PROJECT.
10:16:16 >>Jeff Hunt: ANY AFFILIATION WITH ACROSS VIA COCONUT POINT,
10:16:22 SUITES, ANY AFFILIATION BUSINESS-WISE --

10:16:25 >>Mary Gibbs: NO, I THINK THEY ARE COMPETITORS.
10:16:26 >>Jeff Hunt: THANKS.
10:16:30 >>Mayor Ribble: I WOULD LIKE TO ADD, BECAUSE THIS BUILDING
10:16:34 SITS IN THE MIDDLE OF THAT PARKING LOT, THEY HAVE DONE A
10:16:36 GOOD JOB OF MAKING IT ATTRACTIVE ON ALL FOUR SIDES.
10:16:40 THE BACK LOOKS AS GOOD AS THE FRONT DOES.
10:16:42 >>Mary Gibbs: YEAH, WHICH IS OUR REQUIREMENT.
10:16:45 >>Mayor Ribble: THANK YOU.
10:16:46 MADAM CLERK, ARE THERE ANY COMMENTS, PUBLIC COMMENTS?
10:16:50 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:16:52 >>Mayor Ribble: IN THAT CASE WE NEED A MOTION TO PASS THE
10:16:55 FIRST READING AND SCHEDULE THE SECOND READING FOR JUNE 4,
10:16:58 2025.
10:17:01 >>Vice-Mayor Zalucki: SO MOVED MAYOR.
10:17:01 >>Mayor Ribble: VICE-MAYOR.
10:17:02 SECOND?
10:17:04 COUNCILMAN HUNT.
10:17:05 PLEASE CALL THE ROLL.
10:17:07 >>Jim Ward: AYE.
10:17:09 >>Rafael Lopez: AYE.
10:17:10 >>Lori Fayhee: AYE.
10:17:12 >>Jon McLain: AYE.
10:17:15 >>Jeff Hunt: AYE.
10:17:16 >>Vice-Mayor Zalucki: AYE.
10:17:17 >>Mayor Ribble: AYE.

10:17:17 THAT BRINGS US TO COUNCIL COMMUNICATIONS.
10:17:21 DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
10:17:25 GO AHEAD, VICE-MAYOR.
10:17:28 >>Vice-Mayor Zalucki: THANK YOU.
10:17:29 I WANT TO GIVE THE COUNCIL AND FOLKS THAT ARE IN THE
10:17:33 AUDIENCE AND VIEWING JUST AN UPDATE ON THE ESTERO FOREVER
10:17:37 FOUNDATION.
10:17:37 RECENTLY, WE HAD A RETIREMENT ON THE BOARD OF DIRECTORS.
10:17:40 I WOULD LIKE TO PUBLICLY ACKNOWLEDGE AND THANK LOUISE
10:17:43 FRATTARELLI FOR HER MANY YEARS OF SERVICE.
10:17:47 I THINK SHE WAS ON THE BOARD SIX YEARS.
10:17:49 SHE DECIDED SHE WOULD STEP DOWN AND RETIRE AND TAKE IT A
10:17:53 LITTLE EASIER.
10:17:54 THANK YOU FOR ALL YOUR HARD WORK WITH THE EFF.
10:17:57 ALSO, JOHN QUIN, HE HAS STEPPED DOWN AS PRESIDENT OF THE
10:18:01 EFF, JUST SO EVERYBODY KNOWS.

10:18:04 THERE HAS BEEN A NEWLY ELECTED PRESIDENT, JOHN BODNER WHO
10:18:09 WAS ON THE BOARD OF DIRECTORS PREVIOUSLY.
10:18:11 SO HE IS THE NEW PRESIDENT.
10:18:13 ALSO BRANDON MILLER JUST JOINED THE BOARD AND HE ALSO SERVES
10:18:18 AS SECRETARY REPLACING LOUISE FRATTARELLI.
10:18:22 I JUST WANT TO GIVE YOU AN UPDATE ON THOSE EFF MATTERS.
10:18:26 >>Mayor Ribble: ANYONE ELSE?
10:18:27 NO.
10:18:28 IN THAT CASE, PLEASE LEAVE YOUR PATTERN BOOKS FOR THE SECOND

10:18:31 READING.
10:18:32 CAROL WILL COLLECT THEM AND GIVE THEM BACK TO US.
10:18:35 I WANT TO REMIND YOU THAT OUR NEXT MEETING ON JUNE 4 IS AT
10:18:39 4:30 IN THE AFTERNOON.
10:18:41 IT'S NOT A MORNING MEETING.
10:18:42 I'VE ASKED CAROL TO SEND OUT A LINK FROM OUR MPO MEETING
10:18:47 WITH THE SAFETY PLAN BY THE MPO.
10:18:50 IF YOU LIKE STATISTICS, THERE ARE A LOT OF NUMBERS IN THERE.
10:18:53 BUT THERE ARE SOME INTERESTING FACTS.
10:18:56 WHEN YOU LOOK AT ACCIDENTS THAT WE'RE HAVING IN THE AREA,
10:19:00 YOU THINK OF DISTRACTED DRIVERS, IMPAIRED DRIVERS.
10:19:03 THINKING OF SPEEDING, BUT WHAT THEY FOUND TO BE WAS PEOPLE
10:19:08 DISREGARDING THE LAWS AND NOT FOLLOWING THE RULES OF THE
10:19:11 ROAD AS THE NUMBER ONE REASON WHY WE'RE HAVING MORE
10:19:14 ACCIDENTS.
10:19:15 PEOPLE MAKING LEFT TURNS ON RED LIGHTS.
10:19:20 PEOPLE NOT STOPPING AT STOP SIGNS AND PEOPLE GOING THROUGH
10:19:23 RED LIGHTS HAS CAUSED A MAJORITY OF THE ACCIDENTS THAT ARE
10:19:25 HAPPENING.
10:19:26 I WAS HONORED TO ATTEND THE ESTERO HIGH SCHOOL GRADUATION
10:19:32 WHERE WE GRADUATED 304 STUDENTS.
10:19:36 WE'RE SENDING OUR BRIGHTEST PEOPLE OUT INTO THE WORLD,
10:19:40 HOPEFULLY WHEN THEY FINISH WHAT THEY ARE GOING TO DO,
10:19:43 THEY'LL COME BACK TO ESTERO AND BRING THEIR KNOWLEDGE BACK
10:19:46 TO US.

10:19:47 AND WE HAD SIX STUDENTS WHO ELECTED TO JOIN THE VARIOUS
10:19:51 MILITARY BRANCHES.
10:19:53 THAT'S MY COMMENTS.
10:19:55 OUR ATTORNEY, MR. ESCHENFELDER, DO YOU HAVE ANY COMMENTS?
10:20:00 >>Robert Eschenfelder: NO, MA'AM.
10:20:02 >>Mayor Ribble: IN THAT CASE, WE WILL ADJOURN AND GO TO OUR
10:20:06 WORKSHOP.
10:20:07 DAVID, THANK YOU AGAIN.
10:20:27 >>David Willems: WHAT I WANTED TO DO IS JUST GO OVER THE
10:20:30 FIVE-YEAR CAPITAL IMPROVEMENT PLAN JUST REAL QUICKLY, WHAT
10:20:35 YOU HAVE IN YOUR PACKET IS THE ENTIRE PLAN.
10:20:37 WHAT I WAS GOING TO DO WAS GO OVER THE NEXT FISCAL YEAR AND

10:20:39 ANSWER ANY QUESTIONS.
10:20:42 WE'RE DOING THIS AHEAD OF THE NEXT COUNCIL MEETING, WHICH
10:20:47 WILL BE I BELIEVE THE FIRST READING FOR THE C.I.P. TO GET
10:20:51 THE OFFICIAL APPROVAL IN COMPLIANCE WITH OUR REQUIREMENTS
10:20:56 FOR OUR BUDGET.
10:20:57 SO HERE IS -- BASICALLY IT'S BROKEN UP BY THE DIFFERENT
10:21:03 TYPES OF PROJECTS.
10:21:05 YOU HAVE HERE ARE THE ROADWAY PROJECTS.
10:21:07 THE ONES THAT WE'RE WORKING ON CURRENTLY, CORKSCREW ROAD IS
10:21:10 UNDER CONSTRUCTION.
10:21:11 WHAT YOU HAVE HERE IS THAT WE'RE ESTIMATING ABOUT HALF OF
10:21:14 THE PROJECT WILL BE NEXT FISCAL YEAR.
10:21:17 SO NOW THROUGH SEPTEMBER WE'LL PROBABLY GO THROUGH ABOUT

10:21:20 HALF OF IT.
10:21:21 I THINK ABOUT 25% DONE OUT THERE RIGHT NOW.
10:21:25 AND THEY WILL KEEP WORKING THROUGH I THINK SEPTEMBER/OCTOBER
10:21:28 OF NEXT YEAR TO FINISH THAT PROJECT.
10:21:33 >>Vice-Mayor Zalucki: CAN I STOP YOU?
10:21:33 JUST ON THAT, DAVID, I SHOULD HAVE ASKED THIS WHEN WE WENT
10:21:37 OVER IT IN CLOSED SESSION, THE 10,500,000 FOR THIS FISCAL
10:21:42 YEAR ALLOCATED FOR CORKSCREW ROAD, WHERE DOES THE REST OF IT
10:21:47 COMPOUND IN THE FOLLOWING YEARS?
10:21:49 THAT'S WHAT I'M TRYING TO UNDERSTAND?
10:21:51 >>David Willems: THE PROJECT IS FINISHED NEXT FISCAL YEAR.
10:21:54 THE OTHER $11 MILLION IS BEING PAID RIGHT NOW IN PREVIOUS.
10:22:02 WE EXPECT THAT AS OF OCTOBER 1st OF THIS YEAR, ROUGHLY
10:22:06 HALF OF THE PROJECT WILL BE DONE, SO WE WILL HAVE SPENT HALF
10:22:09 OF THE MONEY.
10:22:10 >>Vice-Mayor Zalucki: GOTCHA.
10:22:11 THANK YOU.
10:22:12 >>David Willems: JUST A COUPLE OF HIGHLIGHTS, RIVER RANCH
10:22:15 ROAD IS A PROJECT THAT WE HAVE WORKED ON IN THE PAST.
10:22:18 IT'S ACTUALLY DESIGNED, WE'RE WORKING ON GETTING THE
10:22:22 RIGHT-OF-WAY.
10:22:22 WE'LL CONTINUE TO TRY TO GET THE RIGHT-OF-WAY, BUT BECAUSE
10:22:26 OF OTHER PROJECTS THAT HAVE COME FORWARD, THAT HAS MOVED OUT
10:22:29 PAST THE FIVE YEARS.
10:22:30 THAT WILL BE FUNDED IN YOUR SIX, SEVEN, OR EIGHT ACCORDING

10:22:34 TO THIS CURRENT PLAN.
10:22:36 BROADWAY AVENUE WEST WHICH IS WHAT WE HAD JUST TALKED ABOUT
10:22:39 EARLIER ON THE GRANT.
10:22:41 SO THAT IS A PROJECT THAT WE'RE GOING TO BE DESIGNING AND
10:22:44 PERMITTING OVER THE NEXT TWO YEARS AND WE EXPECT IT WILL
10:22:47 TAKE ABOUT TWO YEARS FOR US TO BUILD IT.
10:22:50 THAT'S WHAT YOU HAVE HERE.
10:22:51 NOTICE THAT WE'RE GETTING REIMBURSED ALL THOSE FUNDS.

10:22:55 WE'RE BUILDING IT, BUT WE HAVE GRANTS THAT WILL COVER THOSE
10:22:58 COSTS.
10:22:58 IT'S A NET ZERO ON THOSE FROM A COST STANDPOINT TO THE
10:23:02 VILLAGE.
10:23:02 WHAT YOU HAVE HERE IS WILLIAMS WIDENING.
10:23:06 THAT IS U.S. 41 TO VIA COCONUT POINT.
10:23:10 THAT 90,000 DOES IS FINISHES THE PRELIMINARY DESIGN.
10:23:15 A COUPLE OF MONTHS AGO, OUR CONSULTANT PRESENTED TO VILLAGE
10:23:18 COUNCIL ON WHAT THE LAYOUT COULD BE, AND THERE WERE TWO
10:23:20 OPTIONS.
10:23:21 TO FINALIZE THAT, WE REALLY NEED TO MEET WITH THE PROPERTY
10:23:24 OWNERS FOR NORTH POINT.
10:23:25 AND WE WERE GOING TO WAIT UNTIL THEY ARE A LITTLE BIT
10:23:28 FURTHER ALONG IN THEIR PLAN AND THEN START WORKING WITH
10:23:30 THEM.
10:23:31 THAT'S WHAT WE'RE WAITING ON FOR THAT RIGHT NOW.
10:23:33 THERE ARE NO DOLLARS IN THE NEXT FIVE YEARS TO BUILD IT, AND

10:23:36 THAT MAY HAVE TO MOVE FORWARD DEPENDING HOW QUICKLY NORTH
10:23:39 POINT DEVELOPS.
10:23:40 INTERSECTION PROJECTS, RIGHT NOW, WE HAVE PELICAN COLONY
10:23:47 BOULEVARD SHOWN AS A PLACEHOLDER.
10:23:50 THAT'S NOT A VILLAGE PROJECT BUT THAT IS TO MAKE SURE WE
10:23:52 KEEP FOLLOWING THAT AS IT MOVES FORWARD, TALKING TO THE
10:23:57 DEVELOPER, THEY ARE STILL WORKING ON THE DESIGN.
10:23:59 I GUESS THERE ARE SOME QUESTIONS ABOUT OFFSETS THAT THEY ARE
10:24:02 HAVING TO REDESIGN THE TRAFFIC SIGNAL POLES.
10:24:06 WILLIAMS AND ATLANTIC GULF DRIVE, WE'RE GETTING CLOSE TO
10:24:09 FINISHING THE NEGOTIATIONS WITH THE PROPERTY OWNERS.
10:24:11 TRYING TO GET THE COST FINALIZED BECAUSE WITH THE LIFE CARE
10:24:15 CENTER, IT WILL BE A SIGNIFICANT COST TO GET THE
10:24:18 RIGHT-OF-WAY.
10:24:18 THAT WILL COME BACK TO VILLAGE COUNCIL ONCE WE FINALIZE THAT
10:24:21 AGREEMENT.
10:24:21 WE EXPECT TO BUILD THAT NEXT YEAR.
10:24:24 THE REST OF THESE ARE PUSHED OUT PAST THE FIVE YEARS.
10:24:32 >>Jon McLain: I WENT TO CHICK-FIL-A THIS WEEK AFTER THEY
10:24:35 OPENED.
10:24:35 I GOT DOWN BY WALGREENS.
10:24:38 AS YOU KNOW, SOME OF THE YELLOW THINGS STICKING UP, GUY IN
10:24:42 FRONT WENT RIGHT THROUGH THEM.
10:24:43 MAYBE YOU COULD PUT SOME CEMENT IN THOSE SO THEY DON'T BEND
10:24:50 EVERY SO EASY.

10:24:51 >>David Willems: WHEN THIS PROJECT IS COMPLETE, THERE WILL
10:24:53 BE A SIX-INCH CURB THAT MOST PEOPLE WILL NOT GO OVER.
10:24:57 AND YOU'LL HAVE THE ROUNDABOUT, SO PEOPLE WILL BE ABLE TO
10:25:00 TAKE THE RIGHT AND COME BACK.

10:25:03 >>Rafael Lopez: PEOPLE NOT FOLLOWING THE RULES.
10:25:06 >>Jon McLain: JUST WHAT YOU WERE SAYING, YEAH.
10:25:08 >>David Willems: A COUPLE OF THE PROJECTS THAT HAVE BEEN
10:25:10 DISCUSSED ARE THE ROUNDABOUTS ON COCONUT ROAD.
10:25:12 THOSE ARE NOT CURRENTLY FUNDED WITHIN THE NEXT FIVE YEARS,
10:25:16 BUT THOSE ARE PROJECTS THAT WILL EVENTUALLY PROBABLY HAVE TO
10:25:18 MOVE FORWARD ONCE THE TRAFFIC GETS HIGH ENOUGH ON COCONUT
10:25:22 ROAD.
10:25:22 BIKE-PED PROJECTS, A COUPLE OF THESE HAVE BEEN PUSHED OUT
10:25:30 BECAUSE OF FUNDING, THAT WE'LL USE THE DOLLARS FOR THE
10:25:33 SPORTS PARK.
10:25:34 SANDY LANE, $1.5 MILLION IN HERE TO BUILD THE BRIDGE OVER
10:25:38 THE ESTERO RIVER RIGHT NOW.
10:25:41 HOPEFULLY IN THE NEXT MONTH, JUNE OR EARLY JULY WE'LL HAVE A
10:25:45 GMP FOR COUNCIL TO LOOK AT TO DECIDE WHETHER WE WANT TO MOVE
10:25:50 FORWARD WITH THAT OR NOT.
10:25:51 AND THEN WE HAVE SEVERAL OTHER PROJECTS THAT ARE ACTUALLY
10:25:54 FUNDED BY THE STATE.
10:25:56 ACTUALLY JUST MET WITH THEM ON THE DESIGNS FOR ALL OF THOSE.
10:25:59 SO ONE IS COCONUT ROAD AND THE FIRST SECTION THEY ARE
10:26:02 WORKING ON GOES FROM SHADOW WOOD TO VIA COCONUT.

10:26:07 COCONUT ROAD, THEY HAVE REALLY NICE SIDEWALKS EXCEPT FOR
10:26:10 THAT SECTION.
10:26:11 THERE IS A GAP.
10:26:12 NOW WE DO HAVE A MID BLOCK CROSSING SO THE RESIDENTS CAN GET
10:26:16 TO THE SOUTH SIDE, WHICH IS NOT THE SAFEST THING.
10:26:19 WE REALLY WANT AS FEW MID BLOCK CROSSINGS AS WE CAN.
10:26:23 WE'RE WORKING WITH THEM TO GET THAT SIDEWALK IN SO CAN
10:26:25 REMOVE THAT MID BLOCK CROSSING AND RESIDENTS FROM SHADOW
10:26:28 WOOD CAN GO TO THE MALL OR GO WHEREVER THEY WANT AND HAVE
10:26:31 THAT ABILITY.
10:26:31 THEY ARE FUNDING THAT.
10:26:33 THE OTHER ONE, THE ROUNDABOUTS ON VIA COCONUT POINT, THEY
10:26:38 WERE DONE -- THEY WERE COMPLETED 20 YEARS AGO.
10:26:42 THEY ARE DESIGNED A LITTLE BIT DIFFERENT THAN WHAT THE
10:26:44 STANDARDS ARE TODAY FROM A BICYCLE AND PEDESTRIAN
10:26:46 STANDPOINT.
10:26:47 IF YOU'RE DRIVING A BICYCLE THROUGH THAT ROUNDABOUT, YOU
10:26:50 ACTUALLY HAVE TO GO THROUGH IT.
10:26:51 AND THAT'S NOT WHAT YOU WANT TO DO IN A TWO-LANE ROUNDABOUT.
10:26:55 SO WHAT THIS PROJECT DOES IS IT GETS BIKE RAMPS SO THEY CAN
10:26:59 GO UP ON THE SIDEWALK, WIDENS THE SIDEWALK AND CHANGES SOME
10:27:02 OF THE SIGNAGE TO MAKE IT A LITTLE BIT MORE CLEAR.
10:27:04 BRING IT A LITTLE BIT CLOSER TO WHAT A NEW ROUNDABOUT WOULD
10:27:09 BE IF IT WAS BUILT TODAY.
10:27:10 HERE IS THE OTHER ROUNDABOUT PROJECT, BECAUSE THERE ARE TWO

10:27:17 ROUNDABOUTS.
10:27:18 LANDSCAPING, HERE THERE ARE PLACE-HOLDERS REALLY FOR SIGNS
10:27:23 IF WE WANTED TO INSTALL THOSE.
10:27:25 TWO ON I-75 AND THEN ONE ON CORKSCREW ROAD.
10:27:29 WE'VE HEARD SOME FEEDBACK THAT MAYBE THE CORKSCREW ONE
10:27:33 DOESN'T MOVE FORWARD YET.
10:27:35 WE'LL SEE WHERE THAT ENDS UP.
10:27:36 AND THEN THE HIGHLIGHT IS THAT BEN HILL GRIFFIN AND
10:27:39 CORKSCREW ROAD ARE STILL IN THE BUDGET, BUT THEY ARE PUSHED
10:27:42 OUT MAYBE A YEAR OR TWO FROM WHAT WAS ORIGINALLY EXPECTED,
10:27:47 AND THAT IS TO PUT MORE MONEY FORWARD FOR THE SPORTS PARK.
10:27:51 PARKS AND REC, THIS IS ONE OF THE TWO AREAS THAT WE'RE
10:27:57 PROPOSING TO SPEND THE MOST MONEY.
10:28:00 IT'S BROKEN UP INTO THE DIFFERENT PROJECTS WITHIN THE SPORTS
10:28:04 PARK.
10:28:04 THEN WE HAVE THE RIVER PARK AND RIVER OAKS PRESERVE.
10:28:07 SO ON THE SPORTS PARK, THE FIRST THING WE NEED TO DO IS MOVE
10:28:11 THE COUNTY MAINTENANCE FACILITY.
10:28:12 WE'RE WORKING ON THAT DESIGN IN PERMITTING RIGHT NOW.
10:28:15 SO THAT'S MONEY WE'LL HAVE TO SPEND NEXT YEAR IN ORDER TO
10:28:18 GET THE ENTRY ROAD AND EVERYTHING READY FOR HIGH 5.
10:28:22 AND THEN ALSO HERE, WE WOULD DO THE PHASE ONE, WHICH IS TWO
10:28:27 GRASS PLAY FIELDS, THE ENTRY ROAD, THE POND, AND THEN THE
10:28:32 ROUNDABOUT AND ENTRY FOR HIGH 5, WE WOULD DO THAT OVER THE
10:28:35 NEXT TWO YEARS.

10:28:36 AND THEN FOR THE PHASE TWO, WHICH IS THE LONG FIELDS, KIND
10:28:40 OF THE MEETING AREA LAWN WHERE EVERYBODY WOULD MEET AND THEN
10:28:44 THE MAIN SPINE ROAD, HALF OF THAT WILL BE ABLE TO HAPPEN
10:28:47 OVER THE NEXT FIVE YEARS.
10:28:49 RIGHT NOW WE DO NOT HAVE ENOUGH MONEY OVER THE NEXT FIVE
10:28:53 YEARS TO COMPLETE THAT.
10:28:54 PHASE THREE WOULD BE, WHICH IS REALLY THE BASEBALL, MOVING
10:28:58 THE BASEBALL AND SOFTBALL AND THEN FINAL IMPROVEMENTS TO THE
10:29:02 FOOTBALL STADIUM.
10:29:03 THOSE WOULD BE OUT PAST THE FIVE YEARS.
10:29:05 WE HAVE IN HERE MONEY FOR THE ENTERTAINMENT SITE WORK, WHICH
10:29:10 COUNCIL I BELIEVE APPROVED A COUNCIL MEETING OR TWO AGO.
10:29:14 THAT IS ALL THE WORK TO GET HIGH 5 OPEN.
10:29:17 SO THAT IS SOMETHING WE WOULD COMPLETE NEXT FISCAL YEAR.
10:29:21 AND THEN WE DO HAVE -- THESE ARE THINGS THAT DON'T HAVE TO
10:29:24 ACTUALLY HAPPEN BUT THEY ARE IN HERE JUST IN CASE WE NEED TO
10:29:27 DO IT IF WE NEED TO.
10:29:29 IF WE WANTED TO DO AN INVESTMENT INTO THE DRIVING RANGE SO
10:29:32 WE GET A HIGHER RETURN, THERE'S $2.275 MILLION IN THERE FOR
10:29:37 THAT.
10:29:37 AND THEN THERE'S ALSO IN THE SUBSEQUENT YEAR, IF WE GET
10:29:41 OTHER P-3 PARTNERS, WE HAVE THE ABILITY TO INVEST IN THOSE

10:29:45 TOO.
10:29:46 BUT IF COUNCIL DECIDES THAT WE DON'T WANT TO DO THOSE
10:29:49 INVESTMENTS, THOSE DOLLARS CAN GO TO ANY OF THE OTHER

10:29:51 PROJECTS THAT WE'RE WORKING ON.
10:29:52 THE LAST ONE OR LAST TWO, ESTERO RIVER PARK.
10:30:01 THEY ARE CURRENTLY UNDER CONSTRUCTION WITH PHASE ONE.
10:30:03 THIS IS PHASE TWO, SO WE HAVE DOLLARS TO DO THE FENCE AND
10:30:06 SIDEWALK THAT HOPEFULLY WE'LL BE SETTING UP IN THE NEXT
10:30:10 COUPLE OF WEEKS FOR A TIME FOR VILLAGE COUNCIL TO GO OUT
10:30:12 THERE AND LOOK AT WHERE THAT FENCE AND SIDEWALK SHOULD GO.
10:30:15 THE LAST ONE IS RIVER OAKS PRESERVE.
10:30:18 THAT IS ONE THAT WE HAVE A GRANT FOR, STATE APPROPRIATIONS.
10:30:24 SO OF THE 2.9 THAT WE HAVE SHOWN HERE, 2 AND A HALF MILLION
10:30:29 WILL BE FUNDED BY GRANTS.
10:30:30 THEN WE HAVE THE PLANNING STUDY THAT IS ALSO A GRANT.
10:30:38 STORMWATER, THE NORTH BRANCH IMPROVEMENTS TO HELP REDUCE THE
10:30:42 FLOODING ON NORTH BRANCH ESTERO RIVER, THIS IS FUNDING.
10:30:46 THIS IS A PROJECT WE'RE MOVING FORWARD WITH BUT POTENTIALLY
10:30:49 HAS HMGP DOLLARS TOWARD IT.
10:30:53 WE WOULD GET MOST OF THAT MONEY BACK ONCE WE GET TOWARD THE
10:30:55 CONSTRUCTION PART OF IT.
10:30:56 AND THEN WE WOULD HAVE THE VULNERABILITY ASSESSMENT THAT'S
10:30:59 ALSO A GRANT.
10:31:00 NOTICE THAT WE'RE WORKING ON THE SEDIMENT REMOVAL PROJECT.
10:31:04 NOTICE THAT THAT DOES NOT HAVE FUNDING IN THIS CURRENT
10:31:07 VERSION OF THE BUDGET.
10:31:10 >>Jeff Hunt: CAN I ASK WHY THAT IS?
10:31:12 >>David Willems: IF WE PUT MONEY IN THAT, IT WOULD HAVE TO

10:31:15 COME OUT OF SOMETHING ELSE.
10:31:17 IT'S JUST A BALANCE.
10:31:18 BECAUSE THIS BUDGET BASICALLY OVER THE NEXT FIVE YEARS
10:31:21 SPENDS ALL THE CASH VIRTUALLY THAT THE VILLAGE HAS.
10:31:25 SO IF SOMETHING COMES IN, SOMETHING ELSE HAS TO GO OUT.
10:31:29 AND THIS IS THE SECOND AREA WHERE WE HAVE A LOT OF THE MONEY
10:31:36 IS THE UEP PROJECTS.
10:31:38 THE WAY THIS IS SET UP IS THE VILLAGE IS ASSUMED TO PAY
10:31:42 ABOUT 25% OF THE COST.
10:31:44 THE OTHER 75% IS EITHER PAID BY THE RESIDENT OR GRANTS IF WE
10:31:50 WERE ABLE TO GET THOSE.
10:31:52 THE FIRST TWO PROJECTS THAT WE'RE PROPOSING TO MOVE FORWARD
10:31:54 WITH IS SUNNY GROVE AND CYPRESS BEND.
10:31:57 THOSE ARE PACKAGE WASTEWATER TREATMENT PLANTS THAT ARE
10:32:00 PROBABLY REALLY HAVING THE MOST ISSUES WITH THE PACKAGE
10:32:03 WASTEWATER TREATMENT PLANTS BECAUSE OF WHERE THEY ARE
10:32:05 LOCATED AND THE AGE OF THOSE PLANTS.
10:32:07 WRIGHT CONSTRUCTION IS ACTUALLY OUT FOR BID ON BOTH OF THOSE

10:32:11 PROJECTS RIGHT NOW.
10:32:12 WE'RE TRYING TO GET THAT FINISHED, BEFORE COUNCIL TAKES THE
10:32:17 BREAK FOR THE SUMMER, THAT WE'LL HAVE A GMP THAT WE CAN
10:32:20 PRESENT TO COUNCIL ON BOTH OF THOSE.
10:32:22 SO THAT FOR AT LEAST CYPRESS BEND, WE'RE ABLE TO GET THAT
10:32:27 TREATMENT PLANT OFF-LINE BEFORE NEXT SEASON.
10:32:30 THE TREATMENT PLANT WILL LIKELY NOT BE DEMOLISHED BEFORE

10:32:33 NEXT SEASON, BUT THERE WON'T BE ANY MORE WATER GOING INTO
10:32:37 THE PLANT.
10:32:37 NEXT WINTER, WE WOULD BE DEMOLISHING THAT PLANT.
10:32:41 WE WOULD ALSO PROBABLY LATER IN THE NEXT FISCAL YEAR START
10:32:47 WORKING ON ESTERO RIVER HEIGHTS AND CHARING CROSS.
10:32:50 YOU SEE FUNDING IN THERE FOR THOSE.
10:32:53 BECAUSE OF THE SIZE OF THOSE PROJECTS, IT WOULD LIKELY BE A
10:32:56 TWO-YEAR PERIOD.
10:32:58 IT'S GOING TO TAKE SOME TIME TO BUILD THOSE.
10:33:00 RIGHT NOW, SHERRILL AND LEUTTICH LANE IS NOT SHOWN BECAUSE
10:33:06 WE'VE BEEN GOING BACK AND FORTH WHETHER WE THOUGHT WE WOULD
10:33:09 GET HMGP FUNDING FOR THOSE.
10:33:12 ROBERT WILEY JUST GOT A CALL MAYBE THREE OR FOUR DAYS AGO
10:33:16 THAT MAYBE IT LOOKS A LITTLE MORE LIKELY THAN WHAT WE HAD
10:33:19 THOUGHT.
10:33:20 BECAUSE WE HAD GOTTEN CALLS A COUPLE OF MONTHS AGO THAT IT
10:33:23 LOOKED LIKE, YEAH, HAVE TROUBLE GETTING THOSE GRANTS.
10:33:26 IT LOOKS LIKE IT MIGHT BE A LITTLE MORE LIKELY THAN WE HAD
10:33:29 THOUGHT.
10:33:29 WE SHOULD KNOW SOMETHING HERE IN THE NEXT MONTH OR SO ON
10:33:33 THAT.
10:33:34 IF THAT HMGP FUNDING COMES THROUGH, THEN WE WOULD PROBABLY
10:33:39 DO SHERRILL AND LEUTTICH LANE BECAUSE A LOT OF THE COST
10:33:43 WOULD BE PAID FOR THROUGH THAT GRANT.
10:33:45 THESE ARE THE OTHER ONES.

10:33:50 SEE SEE STREET, WE ONLY HAVE A SMALL AMOUNT OF MONEY IN
10:33:53 THERE FOR THAT.
10:33:54 THAT IS TO FINALIZE THE PERMITTING.
10:33:56 WE DID REQUEST STATE APPROPRIATIONS FOR THAT PROJECT.
10:34:00 NOT SURE IF WE'RE GOING TO GET IT.
10:34:01 SO WE'RE NOT ASSUMING WE'RE GETTING IT.
10:34:03 IF WE DID, THEN THAT PROJECT WOULD MOVE FORWARD.
10:34:06 YOU CAN SEE THE COST OF THAT PROJECT IS NOT WHAT A LOT OF
10:34:08 THE OTHER ONES ARE.
10:34:09 IT'S A MILLION DOLLARS.
10:34:10 THE LAST THING, YOU'LL SEE BERT HERE.
10:34:16 IN THIS BUDGET, THERE ARE NO DOLLARS ALLOCATED FOR BERT.
10:34:19 SO IF THAT PROJECT WAS MOVED FORWARD, WE'D HAVE TO WORK ON
10:34:23 HOW TO GET THAT FUNDED.

10:34:24 WITH THAT, I CAN ANSWER ANY QUESTIONS COUNCIL MIGHT HAVE.
10:34:32 >>Jeff Hunt: I REALLY APPRECIATE THE UTILITY EXTENSION
10:34:36 PROGRAMS UNDERWAY ON BOTH, THE TWO PACKAGE PLANTS, CYPRESS
10:34:41 AND THE OTHER ONE.
10:34:42 I THINK IT'S REALLY IMPORTANT TO HAVE THAT DONE AS QUICKLY
10:34:44 AS POSSIBLE.
10:34:46 THE HEALTH OF THE RIVER AND ESTERO BAY, IT WILL AFFECT THAT.
10:34:50 APPRECIATE YOU MOVING FORWARD.
10:34:55 >>Mayor Ribble: ANY OTHER COMMENTS?
10:34:55 THANK YOU, DAVID.
10:34:57 GO AHEAD, COUNCILMAN WARD.

10:35:01 >>Jim Ward: DAVID, YOU AND I HAD A CONVERSATION YESTERDAY
10:35:08 ABOUT SOME OF THE FUNDING AND WHERE WE'RE GOING TO BE
10:35:10 LOOKING FORWARD -- SORRY.
10:35:17 WITH KEVIN.
10:35:18 LOST YOUR NAME FOR A MINUTE.
10:35:20 I APOLOGIZE.
10:35:21 YOU AND I AND KEVIN HAD A DISCUSSION YESTERDAY ABOUT THE
10:35:24 FUNDING AND WHAT WE'RE GOING TO BE LOOKING AT.
10:35:27 THERE IS A SIGNIFICANT AMOUNT THAT'S UNFUNDED RIGHT NOW,
10:35:30 PRIMARILY BECAUSE OF THE SPORTS PARK COMPLEX.
10:35:35 IS THERE A CONCERN LOOKING FORWARD FIVE YEARS THAT A LOT OF
10:35:39 THESE COSTS ARE GOING TO ESCALATE JUST PURELY AS A RESULT OF
10:35:43 INFLATION AND CONSTRUCTION COSTS?
10:35:47 >>David Willems: LIKELY THERE WILL BE SOME ESCALATING COSTS,
10:35:50 BUT IT PROBABLY WILL NOT BE, AT LEAST IN THE RECENT PAST, IT
10:35:53 HAS NOT BEEN TO THE DEGREE THAT IT WAS JUST AFTER COVID.
10:35:56 EVERYTHING WAS GOING UP EXPONENTIALLY FOR A COUPLE OF YEARS,
10:36:00 AND IT SEEMS TO HAVE PLATEAUED TO BE MORE WHAT WE'VE
10:36:05 EXPERIENCED TYPICALLY AS A TYPICAL ESCALATION.
10:36:09 IT'S NOT 20%.
10:36:11 MAYBE IT'S 3%.
10:36:14 >>Jim Ward: BUT AT SOME POINT IN TIME, WE'LL ALSO HAVE A
10:36:16 DISCUSSION WITH YOU AND KEVIN AS TO THE POTENTIAL FUNDING
10:36:19 FOR SOME OF THESE PROJECTS AS WE GO OUT PAST THE FIVE YEARS.
10:36:24 >>David Willems: CORRECT.

10:36:25 >>Jim Ward: OBVIOUSLY, THESE PROJECTS NEED TO BE DONE AT
10:36:28 SOME POINT IN TIME.
10:36:29 IT'S JUST WE'RE PUTTING THEM OFF IN ORDER TO PRIORITIZE SOME
10:36:33 OF THE THINGS THAT WE'RE LOOKING AT DOING RIGHT NOW, WHICH,
10:36:36 IN FACT, ARE GOING TO BE REVENUE GENERATING AND GIVING FUNDS
10:36:41 BACK TO THE VILLAGE, PARTICULARLY IN THE SPORTS PARK.
10:36:46 I LOOK FORWARD TO YOU AND KEVIN GIVING US AN UPDATE IN TERMS
10:36:50 OF UNDERSTANDING HOW WE WILL BE FUNDING SOME OF THESE
10:36:53 PROJECTS THAT ARE UNFUNDED RIGHT NOW.
10:36:56 >>David Willems: PART OF IT IS DETERMINING WHAT THE

10:36:58 PRIORITIES ARE.
10:36:59 RIGHT NOW, THE WAY IT IS SET UP, THE PRIORITIES ARE THE
10:37:01 SPORTS PARK AND THE UEP.
10:37:04 THAT COULD CHANGE AT SOME POINT.
10:37:07 >>Jim Ward: THANK YOU.
10:37:09 >>Mayor Ribble: ANYONE ELSE?
10:37:10 MOTION TO ADJOURN?
10:37:12 >>Carol Sacco: EXCUSE ME.
10:37:13 WE DON'T HAVE ANYONE SIGNED UP.
10:37:15 BUT WE DID GET AN E-COMMENT YESTERDAY AND SENT IT TO
10:37:18 EVERYONE.
10:37:19 THANK YOU.
10:37:19 >>Mayor Ribble: MOTION TO ADJOURN?
10:37:20 THANK YOU, MR. HUNT.

DISCLAIMER:
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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

May 7, 2025 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Angi Jeffcoat Ocean 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, and Vice Mayor George Zalucki - District 7.
Absent: Councilmember Jim Ward - District 6.

Also present
Village Manager Steve Sarkozy, Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Finance Director Kevin Greenville, Public Works Director David Willems, Project Manager Robert Wiley, 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 Hunt
Seconded by: Councilmember Lopez

Action: Approved agenda.

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

3. PROCLAMATION

(a) National Boating Safety Week/Flotilla 96

Accepting the Proclamation
Michael DiPierro, Immediate Past Flotilla Commander
Chuck Moore, current Flotilla Vice Commander

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
eComment
Robert Grumley, Genova

5. CONSENT AGENDA

(a) April 16, 2025 Village Council Meeting Minutes
(b) Financial Report for Month ended March 2025

Motion: Motion to approve consent agenda.

Motion by: Vice Mayor Zulucki
Seconded by: Councilmember Fayhee

Action: Approved consent agenda.

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

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTION ITEM

(a) Comprehensive Plan Evaluation and Appraisal Notification Letter

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

Council Questions or Comments
None

Public Comments
None

Motion: Motion to send notification letter and affidavit signed by

Mayor to Florida Department of Commerce.

Motion by: Councilmember Lopez
Seconded by: Councilmember McLain

Action: Approved sending notification letter and affidavit signed by Mayor to Florida Department of Commerce.

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

(b) Eco-Historic Planning Study Contract

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Christopher Baker, Community Development Assistant Director

Council Questions or Comments
Councilmembers Hunt, McLain, Vice Mayor Zulucki, and Mayor McLain.

Public Comments
None

Motion: 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, 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 Hunt

Action: Approved 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, 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, Vice Mayor Zalucki, and Mayor Ribble.
Nay:
Abstentions:

(c) Landscaping, Mowing, & Irrigation Services Purchase Order

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

Council Questions or Comments
Councilmembers McLain and Vice Mayor Zalucki

Public Comments
Clark McKenize, Estero

Motion: 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, and authorize the Village Manager to sign the purchase order and other additional implementing documents on behalf of the Village of Estero Council.

Motion by: Councilmember Lopez
Seconded by: Vice Mayor Zalucki

Action: Approved 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, and authorize the Village Manager to sign the purchase order and other additional implementing documents on behalf of the Village of Estero Council.

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

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

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None

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: Councilmember McLain
Seconded by: Councilmember Hunt

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, Vice Mayor Zalucki, and Mayor Ribble.
Nay:
Abstentions:

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

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

Presentation/Information by
Trenton Gaskins, Vieste
Michael Comparato, Vieste
Robbie Powell, Wright Construction

Council Questions or Comments
Councilmembers Hunt, McLain, Fayhee, Lopez, Vice Mayor Zalucki, and Mayor Ribble

Public Comments
None

Motion: 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 $ 9,536,910.29 and 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.

Motion by: Councilmember McLain
Seconded by: Councilmember Fayhee

Action: Approved 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 $ 9,536,910 and 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.

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

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers McLain, Lopez, and Vice Mayor Zalucki

9. VILLAGE ATTORNEY'S REPORT

None

10. VILLAGE MANAGER'S REPORT

None

Adjourn Regular Session at 10:46 am and Convene Workshop Items at 10:46 am

11. WORKSHOPS

(a) Impact Fee Forecast 2025-2032

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

Presentation/Information by
David H. Farmer, AICP, PE, CGC, Metro Forecasting Models

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

Public Comments
eComment
Kenneth Pryor, Pelican Sound

(b) Cypress Bend & Sunny Grove Utility Extension Project Updates

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Wiley, Project Manager

Robert Eschenfelder, Village Attorney

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

Public Comments
William Williams, Cascades

(c) Estero River Park Update

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

Presentation/Information by
Jon Zander, Senior Project Manager, Manhattan Construction Company
Brad Picard, Engineer, Respec
Nathalie White, Architect, Schenkel Schultz
Daniel Lutarewych, Project Architect Schenkel Shultz

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

Public Comments
Clark McKenzie, Estero

(d) Establishing a Policy Regarding Council Approved Proclamations

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney
Carol Sacco. Village Clerk

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

Public Comments
None

12. ADJOURNMENT at 12:36 pm

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 21, 2025

Agenda Item:

Resolution No. 2025-04 Establishing a Policy Regarding Council Approved Proclamations

Motion to adopt Resolution No. 2025-04

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 the need to provide guidance to the Village Council and Manager as to why certain requests should or should not be 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 so that, moving forward, there will be known criteria and a uniform method of review.

The Village Attorney has surveyed a variety of examples of similar policies from other jurisdictions and has recommended those set forth in the proposed Resolution.

Action Requested:

Motion to adopt Resolution No. 2025-04

Process and Timeline:

N/A

Financial Impact:

N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. 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. A proclamation may be requested by any Village Council Member, or any resident or business residing or located in the Village.

B. Requests for a proclamation must be accompanied by documentation which will be of sufficient detail to allow the Village to verify eligibility under the standards established in this Resolution. While not mandatory, proposed text of the resolution is also encouraged to be submitted although the Village reserves the right to modify or reject proposed language.

C. Requests for a proclamation must be reviewed by Village staff to ensure compliance with the policies established in this Resolution. Therefore, persons or entities desiring a resolution must submit such requests, along with all required backup documentation and narratives, as early as possible but not later than thirty days prior to the Council meeting date on which the proclamation is desired to be adopted. Failure to submit in advance may result in an inability of staff to conduct the necessary reviews in time for the desired adoption date.

D. 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.

E. 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.

F. 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.

G. 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,

- For events or organizations with no direct relationship to Estero,
- For matters which are otherwise widely recognized, such as state or national holidays, days of mourning, or commemorations.
- For 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,
- In 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,
- In the nature of a "lifetime achievement award" where the individual is still living.

H. 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, or that additional supporting materials are necessary to allow the request to be considered.

Section 3. If the Manager determines (after consulting with the Village Attorney on any legal concerns), that the proclamation request appears to satisfy the criteria set forth in Section 1 above for the granting of a proclamation, the Manager, Clerk, or their respective designee, 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 will bear the cost of finalizing a proclamation and may also acquire a suitable low cost frame. However, no other Village resources should be used related to proclamations.

Section 5. Notwithstanding the limits on the adoption of a proclamation set forth in this Resolution, any individual Council Member may provide letters of

commendation or support on Village letterhead, in the name of that Council Member only and not speaking for the Village Council, regarding any person, entity or event that Council Member deems appropriate. However, if a Council Member does so, he or she shall perform all work associate with printing, mailing or otherwise distributing copies of such correspondence. Council Members shall not ask staff to do this work.

Section 6. The Village Manager shall ensure the proclamation criteria and rules set forth in this Resolution 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 and rules.

BE IT FURTHER RESOLVED that the creation of this policy regarding proclamations does not, and is not intended to, create a First Amendment forum. The Village Council reserves the sole discretion to adopt or not adopt a proclamation, which are solely expressions of the Village Council.

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 May, 2025.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 21, 2025

Agenda Item:

Final Plan Approval for Shadow Wood Country Club Lifestyle Center

Motion to approve Zoning Resolution No. 2025-07

Background:

Shadow Wood Country Club is requesting Final Plan Approval and one deviation for a proposed Lifestyle Center. A Final Plan Approval process is required under the applicable County zoning resolution for The Brooks before the applicant can receive its site plan approval and building permits.

The project will be located at the golf club parcel on Oakwilde Boulevard at Shadow Wood at The Brooks. Proposed renovations include adding a 33,000 square foot Lifestyle Center building for indoor pickleball, and reconfiguration of the parking lot and tennis courts.

Description:

See attached staff report for further detail.

Action Requested:

Motion to approve Zoning Resolution No. 2025-07

Process and Timeline:

- Public Information Meeting held at Planning Zoning and Design Board February 11, 2025
- Applicant submitted a Development Order for Lifestyle Center building and renovation on March 31, 2025
- Applicant submitted application for Final Plan Approval on May 2, 2025

Financial Impact:

N/A

Prepared by: Mary Gibbs

Attachments:

1. Resolution No. 2025-07
2. Staff Report

VILLAGE OF ESTERO, FLORIDA

ZONING RESOLUTION NO. 2025-07

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING WITH CONDITIONS THE FINAL PLAN APPROVAL AND ONE DEVIATION FOR THE SHADOW WOOD COUNTRY CLUB LIFESTYLE CENTER LOCATED AT 22801 OAKWILDE BOULEVARD IN SHADOW WOOD AT THE BROOKS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Shadow Wood Country Club general manager (the "Applicant") filed an application for Final Plan Approval and one deviation for the proposed Lifestyle Center building on the golf club parcel at Shadow Wood at The Brooks (the "Property"); and

WHEREAS, the Property STRAP number is 10-47-25-E2-0900F.0000 and legally described as:

"Tract E of Shadow Wood at The Brooks Unit One, Plat Book 61, Pages 21-39 of Public Records of Lee County"; and

WHEREAS, the property is part of The Brooks Mixed Use Planned Development and Development of Regional Impact approved by Lee County in Zoning Resolution Z-97-037; and

WHEREAS, the Property is located internal to The Brooks; and

WHEREAS, Condition 1.b. of Lee County Resolution Z-97-037 requires Final Plan Approval prior to any development order approval for vertical development; and

WHEREAS, the applicant applied for Final Zoning Plan Approval and one deviation for paint color to be consistent with the existing clubhouse; and

WHEREAS, a duly noticed public hearing was held before the Village Council on May 21, 2025, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff and the comments of the public.

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

Section 1. Final Zoning Plan Approval.

The Village Council approves the Final Plan Approval request and deviation, subject to the following conditions.

1. Development must be in general compliance with the Site Plan (Exhibit A).

Section 2. Final Plan Approval Review Findings.

Based upon an analysis of the application and the standards for approval in the Land Development Code, and the conditions of approval, the Council finds and concludes that the proposed uses:

A. Will be consistent with the goals, objectives, and policies of the Comprehensive Plan;

B. Will comply with the Zoning Resolution and all applicable zoning district standards;

C. Will comply with all standards in Chapter 4: Use Specific Standards;

D. Will be appropriate for its location and is compatible with the general character of surrounding lands and the uses permitted in the zoning district;

E. Will adequately screen, buffer, or otherwise minimize adverse visual impacts on adjacent lands;

F. Will ensure that no site lighting source shall negatively impact adjacent properties and rights-of-way;

G. Will maintain safe and convenient ingress and egress and traffic flow onto and through the site by vehicles and pedestrians, and safe road conditions around the site;

H. Will avoid significant adverse odor, noise, glare, and vibration impacts on surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements;

I. Will not have an adverse impact on land values and the ability of neighboring lands to develop uses permitted in the zoning district;

J. Will avoid significant deterioration of water and air resources, scenic resources, and other natural resources;

K. Will not overburden existing public facilities and services, including but not limited to, streets and other transportation facilities, schools, potable water facilities, sewage disposal, storm water management, and police and fire protection facilities; and

L. Will comply with all other relevant Village, state, and federal laws and regulations.

Section 3. Deviation

1. Deviation 1, a request to deviate from LDC Section 5-706.D. *Exterior Paint Color*, to paint the building the same color scheme as the existing clubhouse shades of white is approved.

Section 4. Deviation Findings

Based upon an analysis of the application and the standards for approval in the Land Development Code, the Council finds and concludes that the proposed deviation:

1. Will improve the quality of the proposed development under review;

2. Will preserve and promote the general intent of the LDC to protect the public, health, safety and welfare;

3. Will be compatible with uses on surrounding property; and

4. Will not create an undue burden on essential public facilities.

Section 5. Exhibit.

The following exhibit is attached to this Resolution and incorporated by reference:

Exhibit A Shadow Wood Country Club Lifestyle Center Site Plan marked "Received May 2, 2025" by the Village of Estero.

Section 6. Severability.

Should any section, paragraph, sentence, clause, phrase or other part of this Resolution subsequent to its effective date be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Resolution as a whole or any portion thereof, other than the part so declared to be invalid.

Section 7. Effective Date.

This Resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on this 21st day of May, 2025.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy E. Stroud, Village Land Use Attorney

SHADOW WOOD COUNTRY CLUB LIFESTYLE CENTER

Zoning Staff Report

PROJECT NAME:	**Shadow Wood Country Club Lifestyle Center**
CASE TYPE:	**Final Zoning Plan Approval**
CASE NUMBER:	**FPA2025-E001**
VILLAGE COUNCIL MEETING:	**May 21, 2025**

SUMMARY OF REQUEST

This is a request for Final Plan approval and one deviation for the proposed Shadow Wood Country Club Lifestyle Center located in the parking lot area of the golf club parcel on Oakwilde Boulevard at The Brooks.

RECOMMENDATION

Staff recommends approval with the conditions in Resolution No. 2025-07.

GENERAL INFORMATION

Applicant

Brian Bartolec, Shadow Wood Country Club Inc.

Authorized Agent

Blair A Foley, PE, LLC

Location

Internal to the Shadow Wood at The Brooks development located at 22801 Oakwilde Boulevard

STRAP Numbers

10-47-25-E2-0900F.0000

Size of Property

Shadow Wood is 2,500± acres

Surrounding Zoning (all within Shadow Wood)

North	Maintenance facility
East	Ciderberry Drive, then lake, golf course and single-family homes
South	Golf course
West	Lake, then single-family homes

Zoning

Mixed Use Planned Development (MPD)

Comprehensive Plan Land Use Category

Village Neighborhood 1, Wetlands and Conservation.

Project History

The Brooks was rezoned from AG-2 to Mixed Used Planned Development in 1997 by Lee County Resolution Z-97-037. There have been numerous amendments since then. The property is also part of a Development of Regional Impact (DRI).

Public Information Meeting

A Public Information Meeting was held on February 11, 2025 at the Planning, Zoning and Design Board for the development order for the proposed Lifestyle Center.

STAFF ANALYSIS

Request

The applicant is requesting Final Plan Approval for the proposed Lifestyle Center building at Shadow Wood so that it may proceed to obtain a development order and building permits to construct the building in the parking lot area of the clubhouse.

The site is internal to Shadow Wood and is part of The Brooks community which is a Development of Regional Impact on approximately 2,500 acres. The Lifestyle Center is a building approximately 33,676 square feet that will include indoor pickleball, and a proposed restaurant/snack bar to service pickleball and the pool. A separate bathroom bath house of 2,400 square feet is also proposed. The existing tennis court and pro shop will be demolished, and tennis courts will be relocated.

Final Plan Approval

The applicant is requesting Final Plan Approval for the proposed Lifestyle Center building. The applicant also filed a development order for site plan approval which is under review. This parcel

is designated “R” for residential use on the zoning Master Concept Plan. Due to the overall size of the Shadow Wood development and limited specificity of the Master Concept Plan, Final Plan approval is required.

Lee County Zoning Resolution (Z-97-037) that rezoned the 2,500-acre Brooks property included a condition (Condition 1.b.) that Final Plan Approval would be required when a parcel development includes vertical construction or when additional deviations are requested. In this case, vertical construction is proposed, and a deviation has been requested.

Condition 1.b. of the Resolution states:

> *Final Plan Approval (FPA) will be required only when the parcel development includes vertical (structural) development or when additional deviations are requested. If FPA is required, then the Developer must file an application prior to, or simultaneously with, a local Development Order that proposes vertical development. The purpose of this process is to ensure that vertical development of The Brooks is generally in compliance with The Brooks Zoning Resolution, Master Concept Plan and DRI Development Order, while at the same time allowing flexibility in response to changing development practices. Once the application is determined to be sufficient, a decision by Lee County will be rendered within 21 calendar days.*

1.c. The following information must be provided in the application for Final Plan Approval:

1) *the type and amount of uses, i.e., the number of residential dwelling units or square feet of commercial uses;*
2) *an ongoing tabulation of the total number of residential dwelling units, commercial square footage, and community uses that have received local Development Order approval;*
3) *location and dimensions of access points;*
4) *location and dimensions of internal roadways;*
5) *location and dimensions of buildings/structures and parking spaces/areas;*
6) *setbacks and building heights;*
7) *boundary of development tract;*
8) *adjacent zoning and land uses;*
9) *buffers and landscape strips required or proposed;*
10) *open space, including an ongoing tabulation of required open space; and*
11) *detail drawings showing the application of deviations.*

The process for Final Plan Approval was never included in the County’s Land Development Code but has been codified in the Village’s Land Development Code Chapter 2. The process includes review and decision by the Village Council at a public hearing.

Staff analysis indicates that the use is approved in the zoning, the number of units does not exceed the approvals, and the layout is generally consistent with the Master Concept Plan for The Brooks. The area is designated “R” Residential, and ancillary uses such as clubhouse and recreation facilities are allowed.

Deviation

The applicant has requested one deviation from the Land Development Code:

1. Deviation from LDC Section 5-706.D. *Exterior Building Color*, which prohibits predominately white or gray, to allow the building to be painted the same color scheme as the existing clubhouse shades of white.

The applicant states that the existing clubhouse was approved and constructed prior to the current LDC standards which prohibit white and gray as predominant colors. The proposed exterior colors for the Lifestyle Center are shades of white to match the existing clubhouse. This request is made to ensure the consistency through the campus. Both the proposed and existing buildings are in close proximity to each other, and both are internal to the country club and cannot be seen from public roads.

Conclusion and Review Standards

Staff believes that the Final Plan is consistent with the zoning and complies with the allowed uses, number of units, height and other development parameters and conditions of prior Resolutions.

The applicant is allowed to request deviations with Final Plan approval, as they typically have more project detail and can identify any deviations that may have been missed or not known at time of zoning. Staff recommends approval of the deviation.

Staff believes that the project meets the Land Development Code Standards for Final Plan approval which are listed below.

Final Plan Approval Review Standards

Final Plan Approval shall be granted only on a finding there is competent substantial evidence in the record that the proposed uses:

A. *Will be consistent with the goals, objectives, and policies of the comprehensive plan;*

B. *Will comply with the zoning resolution and all applicable zoning district standards;*

C. *Will comply with all standards in Chapter 4: Use Specific Standards;*

D. *Will be appropriate for its location and is compatible with the general character of surrounding lands and the uses permitted in the zoning district;*

E. *Will adequately screen, buffer, or otherwise minimize adverse visual impacts on adjacent lands;*

F. *Will ensure that no site lighting source shall negatively impact adjacent properties and rights-of-way;*

G. *Will maintain safe and convenient ingress and egress and traffic flow onto and through the site by vehicles and pedestrians, and safe road conditions around the site;*

H. *Will avoid significant adverse odor, noise, glare, and vibration impacts on surrounding lands regarding refuse collection, service delivery, parking and loading, signs, lighting, and other site elements;*

I. *Will not have an adverse impact on land values and the ability of neighboring lands to develop uses permitted in the zoning district;*

J. *Will avoid significant deterioration of water and air resources, scenic resources, and other natural resources;*

K. *Will not overburden existing public facilities and services, including but not limited to, streets and other transportation facilities, schools, potable water facilities, sewage disposal, storm water management, and police and fire protection facilities; and*

L. *Will comply with all other relevant Village, state, and federal laws and regulations.*

ATTACHMENTS:

1. Applicant's Narrative
2. Final Plan
3. Architectural Plan

Proverbs 3:5-7

Blair A. Foley, P.E.
Civil Engineer / Development Consultant

April 30, 2025

Village of Estero
Development Review
9401 Corkscrew Palms Cir.
Estero, FL 33928

Re: Narrative of Request for Final Plan Approval
Shadow Wood Country Club-Lifestyle Center

The proposed work at Shadow Wood Country Club includes renovations to the clubhouse site including demolition of the existing tennis courts, parking, and proshop to be replaced with the Lifestyle Center building, new parking, new tennis courts, pool, and bathhouse. The Lifestyle Center building will house six (6) indoor pickleball courts, locker facilities, and the proposed restaurant and bar to service the courts and the pool. The Proposed Lifestyle Center is approximately 33,676 SF. The proposed bathhouse is a separate 2,400 SF building to provide restrooms and towels for members. The net increase to the impervious surface is 0.77 ac.

The purpose of the clubhouse site renovation is to provide a wider variety of recreational opportunities to serve the existing membership. The membership is capped and will not increase with the addition of the new facilities. The existing members desire more options for recreation and socialization at the clubhouse.

VILLAGE OF ESTERO
DEVELOPMENT ORDER

Received May 2, 2025

FOR
The Shadow Wood Country Club-Lifestyle Center

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	AERIAL
3	~~DEMOLITION PLAN/EROSION CONTROL~~
4	SITE PLAN
5	~~UTILITY PLAN~~
6	~~DRAINAGE PLAN~~
7	~~DETAILS~~
8	~~BSU-WATER DETAILS~~
9	~~BSU-BACKFLOW DETAILS~~
10	~~BSU-WASTEWATER DETAILS~~
11	~~BSU-COMBINATION WATER/WASTEWATER DETAILS~~

PROJECT DATA

PROJECT NAME:	The Shadow Wood CC-Lifestyle Center
LEE CO. DO NO.:	DOS 9707-24000D
ZONING:	MPD-The Brooks
STRAP NO.:	10-47-25-E2-0900F.0000
LOCATION:	LEE COUNTY, FL S10 T47 R25
FEMA BFE:	X

BUILDING DATA

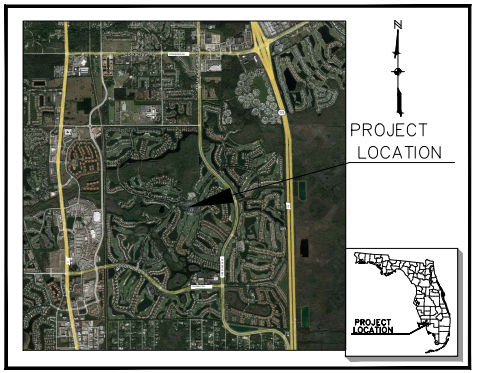
BUILDING CODE:
FLORIDA BUILDING CODE 8TH ED.

BUILDING CODE DATA: LIFESTYLE CENTER	
CONSTRUCTION TYPE	TYPE IIIB
SPRINKLERED	YES
OCCUPANCY	MIXED USE A-3
A/C AREA:	33,676 SF
COVERED NON A/C:	4,166 SF
TOTAL:	37,842 SF

BUILDING CODE DATA: BATHHOUSE	
CONSTRUCTION TYPE	TYPE IIIB
SPRINKLERED	NO
OCCUPANCY	A-5
A/C AREA:	2,398 SF
COVERED NON A/C:	160 SF
TOTAL:	2,558 SF

PREPARED FOR OWNER:

Shadow Wood Country Club
22801 Oakwilde Blvd.
Estero, FL 34135



LOCATION MAP

0 1/4 1/2 1
MILES

March 2025
Rev. April 2025

LEGAL DESCRIPTION:

TRACT "E" OF SHADOW WOOD AT THE BROOKS UNIT ONE, PLAT BOOK 61, PAGE 21 THROUGH 39 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

DRAWING COORDINATION:

ARCHITECT:
AM DESIGN GROUP LLC
6230 SHIRLEY ST. STE. 103
NAPLES, FL 34109
(239)631-8884

Blair A. Foley, P.E., LLC
Civil Engineer / Development Consultant
120 Edgemere Way South - Naples, FL 34105
Phone (239) 263-1222 - Cell (239) 289-4900 - Fax (239) 263-0472 - E-mail fols000@aol.com

Certificate Of Authorization No. 9469
Florida Registered Professional Engineer No. 53756

Name _____ Date _____

BLAIR A. FOLEY CERTIFICATE NO. 53756 STATE OF FLORIDA REGISTERED CIVIL ENGINEER

SHADOW WOOD-DOA

SHEET 1 of 11



DESIGN
DRAWN BAF
CHECKED AOM
D.C. BAF

NO.	DATE	REVISION	APPD BY
5			
4			
3			
2			
1			

NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK

Blair A. Foley, P.E., LLC
Civil Engineer / Development Consultant
120 Edgemere Way South - Naples, FL 34105
Phone (239) 263-1222 Cell (239) 289-4900 Fax (239) 263-0472 E-mail fols000@aol.com

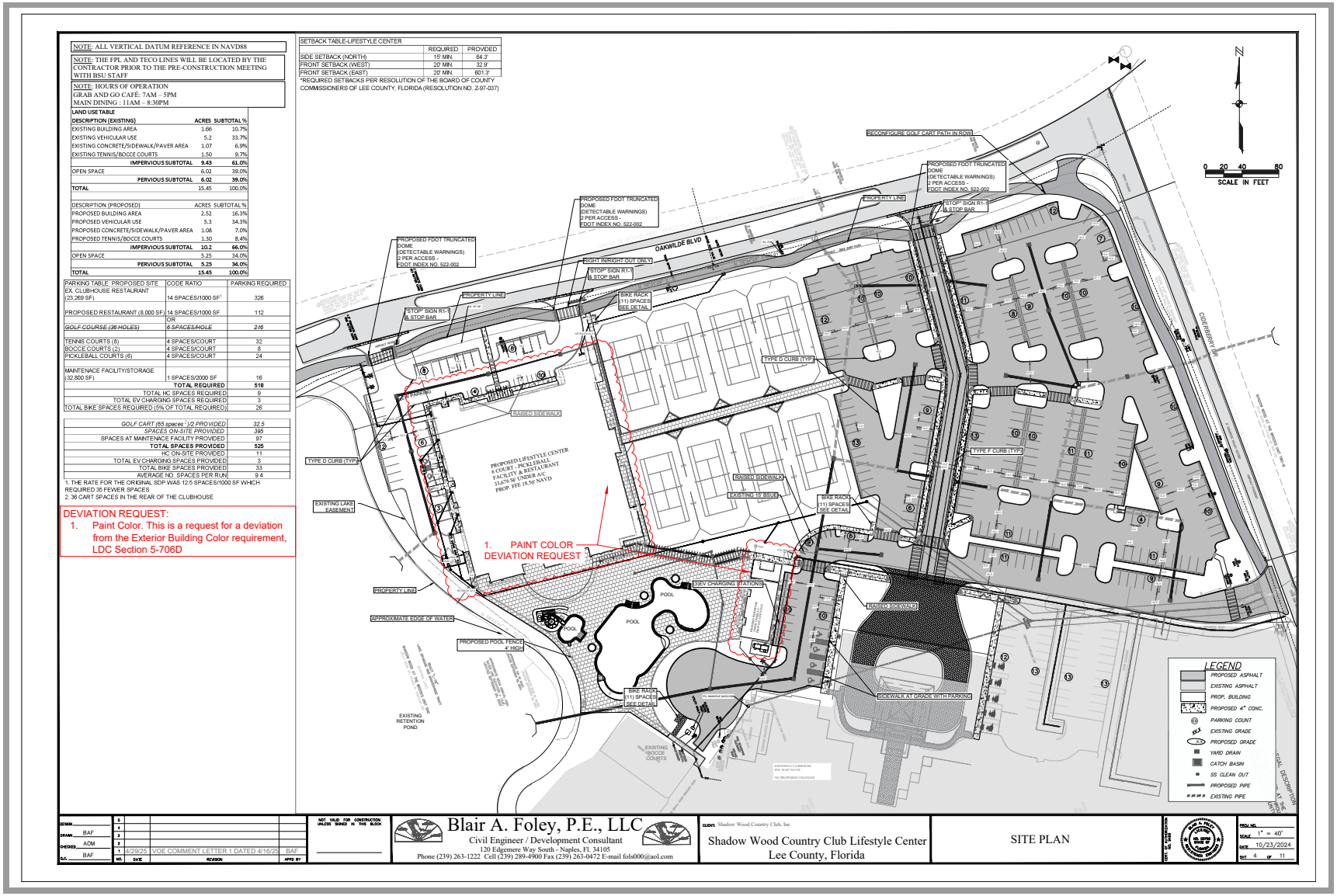
CLIENT: Shadow Wood Country Club, Inc

Shadow Wood Country Club Lifestyle Center
Lee County, Florida

AERIAL PLAN

CERT. OF AUTHORIZATION #: 27868

PROJ NO.
SCALE 1" = 50'
DATE 10/23/2024
SHT 2 OF 11


NOTE: ALL VERTICAL DATUM REFERENCE IN NAVD88
NOTE: THE FPL AND TECO LINES WILL BE LOCATED BY THE CONTRACTOR PRIOR TO THE PRE-CONSTRUCTION MEETING WITH BSU STAFF
NOTE: HOURS OF OPERATION
GRAB AND GO CAFÉ: 7AM – 5PM
MAIN DINING : 11AM – 8:30PM
LAND USE TABLE
DESCRIPTION (EXISTING) ACRES SUBTOTAL %
EXISTING BUILDING AREA 1.66 10.7%
EXISTING VEHICULAR USE 5.2 33.7%
EXISTING CONCRETE/SIDEWALK/PAVER AREA 1.07 6.9%
EXISTING TENNIS/BOCCE COURTS 1.50 9.7%
IMPERVIOUS SUBTOTAL 9.43 61.0%
OPEN SPACE 6.02 39.0%
PERVIOUS SUBTOTAL 6.02 39.0%
TOTAL 15.45 100.0%
DESCRIPTION (PROPOSED) ACRES SUBTOTAL %
PROPOSED BUILDING AREA 2.52 16.3%
PROPOSED VEHICULAR USE 5.3 34.3%
PROPOSED CONCRETE/SIDEWALK/PAVER AREA 1.08 7.0%
PROPOSED TENNIS/BOCCE COURTS 1.30 8.4%
IMPERVIOUS SUBTOTAL 10.2 66.0%
OPEN SPACE 5.25 34.0%
PERVIOUS SUBTOTAL 5.25 34.0%
TOTAL 15.45 100.0%
PARKING TABLE PROPOSED SITE CODE RATIO PARKING REQUIRED
EX. CLUBHOUSE RESTAURANT (23,269 SF) 14 SPACES/1000 SF[1] 326
PROPOSED RESTAURANT (8,000 SF) 14 SPACES/1000 SF OR 112
GOLF COURSE (36 HOLES) 6 SPACES/HOLE 216
TENNIS COURTS (8) 4 SPACES/COURT 32
BOCCE COURTS (2) 4 SPACES/COURT 8
PICKLEBALL COURTS (6) 4 SPACES/COURT 24
MAINTENACE FACILITY/STORAGE (32,800 SF) 1 SPACES/2000 SF 16
TOTAL REQUIRED 518
TOTAL HC SPACES REQUIRED 9
TOTAL EV CHARGING SPACES REQUIRED 3
TOTAL BIKE SPACES REQUIRED (5% OF TOTAL REQUIRED) 26
GOLF CART (65 spaces [2])/2 PROVIDED 32.5
SPACES ON-SITE PROVIDED 395
SPACES AT MAINTENACE FACILITY PROVIDED 97
TOTAL SPACES PROVIDED 525
HC ON-SITE PROVIDED 11
TOTAL EV CHARGING SPACES PROVIDED 3
TOTAL BIKE SPACES PROVIDED 33
AVERAGE NO. SPACES PER RUN 9.4
1. THE RATE FOR THE ORIGINAL SDP WAS 12.5 SPACES/1000 SF WHICH REQUIRED 35 FEWER SPACES
2. 36 CART SPACES IN THE REAR OF THE CLUBHOUSE
DEVIATION REQUEST:
1. Paint Color. This is a request for a deviation from the Exterior Building Color requirement, LDC Section 5-706D
SETBACK TABLE-LIFESTYLE CENTER
REQUIRED PROVIDED
SIDE SETBACK (NORTH) 15' MIN. 64.3'
FRONT SETBACK (WEST) 20' MIN. 32.9'
FRONT SETBACK (EAST) 20' MIN. 601.3'
*REQUIRED SETBACKS PER RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA (RESOLUTION NO. Z-97-037)
RECONFIGURE GOLF CART PATH IN ROW
PROPOSED FDOT TRUNCATED DOME (DETECTABLE WARNINGS) 2 PER ACCESS - FDOT INDEX NO. 522-002
PROPERTY LINE
STOP SIGN R1-1 & STOP BAR
OAKWILDE BLVD
RIGHT IN/RIGHT OUT ONLY
BIKE RACK (11) SPACES SEE DETAIL
TYPE D CURB (TYP)
TYPE F CURB (TYP)
RAISED SIDEWALK
PROPOSED LIFESTYLE CENTER 6 COURT - PICKLEBALL FACILITY & RESTAURANT 33,678 SF UNDER A/C PROP. FFE 18.50' NAVD
EXISTING 15' BSLL
EXISTING LAKE EASEMENT
1. PAINT COLOR DEVIATION REQUEST
EV CHARGING STATIONS
POOL
APPROXIMATE EDGE OF WATER
PROPOSED POOL FENCE 4' HIGH
EXISTING RETENTION POND
EXISTING BOCCE COURTS
SIDEWALK AT GRADE WITH PARKING
CHERRYBERRY DR
0 20 40 80
SCALE IN FEET
LEGEND
PROPOSED ASPHALT
EXISTING ASPHALT
PROP. BUILDING
PROPOSED 4" CONC.
PARKING COUNT
EXISTING GRADE
PROPOSED GRADE
YARD DRAIN
CATCH BASIN
SS CLEAN OUT
PROPOSED PIPE
EXISTING PIPE
NOT VALID FOR CONSTRUCTION UNLESS SIGNED IN THIS BLOCK
Blair A. Foley, P.E., LLC
Civil Engineer / Development Consultant
120 Edgemere Way South - Naples, Fl. 34105
Phone (239) 263-1222 Cell (239) 289-4900 Fax (239) 263-0472 E-mail folx000@aol.com
CLIENT: Shadow Wood Country Club, Inc
Shadow Wood Country Club Lifestyle Center
Lee County, Florida
SITE PLAN
DESIGN BAF
DRAWN AOM
CHECKED BAF
D.O. BAF
4/29/25 VOE COMMENT LETTER 1 DATED 4/16/25 BAF
SCALE 1" = 40'
DATE 10/23/2024
SHT 4 OF 11

EXTERIOR RENDERINGS:



NORTH ELEVATION - VIEW FROM OAKWILDE BLVD



EAST ELEVATION - TENNIS COURTS



SOUTHEAST ELEVATION - POOL COMPLEX AND TRELLIS ENTRY



SOUTH ELEVATION - POOL DECK



NORTHEAST ELEVATION - VIEW FROM OAKWILDE BLVD

LIFESTYLE CENTER



POOL HOUSE

OVERALL AERIAL VIEW

ARCHITECTURE

AM DESIGN GROUP
ARCHITECTURE - PLANNING - INTERIOR DESIGN
2223 Trade Center Way
Naples, FL 34109
T: 239.631.8884

OWNER

Shadow Wood Country Club

22801 OAKWILDE BLVD.
ESTERO, FL 34135

CONSULTANTS

STRUCTURAL ENGINEERING:

MECHANICAL/ELECTRICAL/PLUMBING:

CIVIL AND LANDSCAPE ENGINEER:

PROJECT INFO

Shadow Wood
COUNTRY CLUB
SHADOW WOOD LIFESTYLE CENTER

22801 OAKWILDE BLVD.
ESTERO, FL 34135

NEW CONSTRUCTION

LAND DEVELOPMENT

SEAL

ADRIAN KARAPICI
STATE OF FLORIDA
REG: AR93999

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REVISIONS

No.	Description	Date

PROJECT NO: 24-014 | ISSUE DATE: 2024.02.21

DRAWN BY: Author

CHECKED BY: Checker

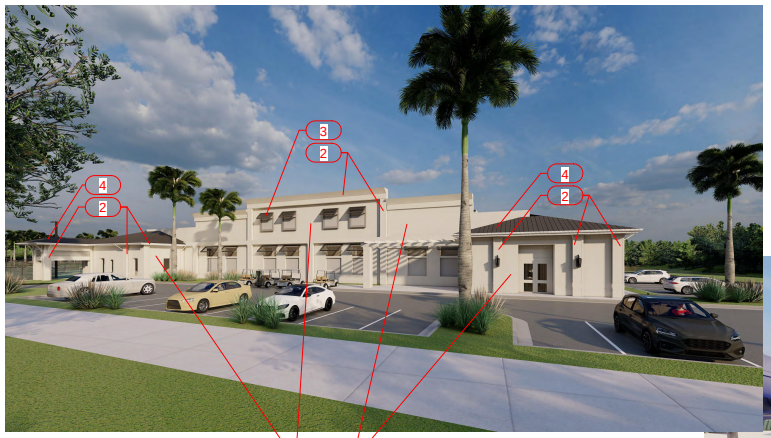
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SHEET TITLE: EXTERIOR RENDERINGS

G-100

SHEET: 00

EXTERIOR VIEWS:



PAINT COLOR DESCRIPTION:

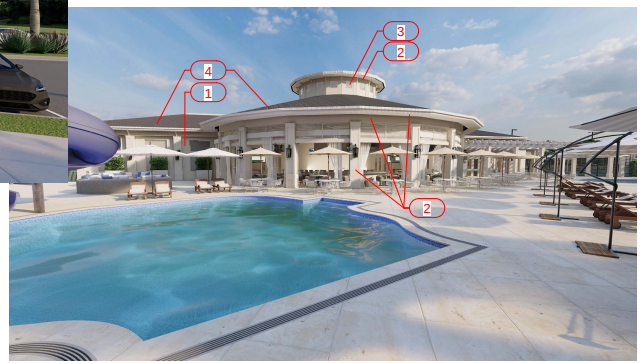
- **WALLS ARE TO BE SW7009 PEARLY WHITE - SATIN**
- **TRIMS ARE TO BE SW7006 EXTRA WHITE - SATIN**

TRIMS INCLUDE ALL WINDOW CASINGS, CORNER BANDS, COLUMNS, DECORATIVE FAUX COLUMNS, ROOFTOP DECORATIVE COLUMNS, SOFFITS, FASCIA, WOOD BRACKETS, STOREFRONT CASING, DECORATIVE STUCCO BANDS (HORIZONTAL & VERTICAL), ETC

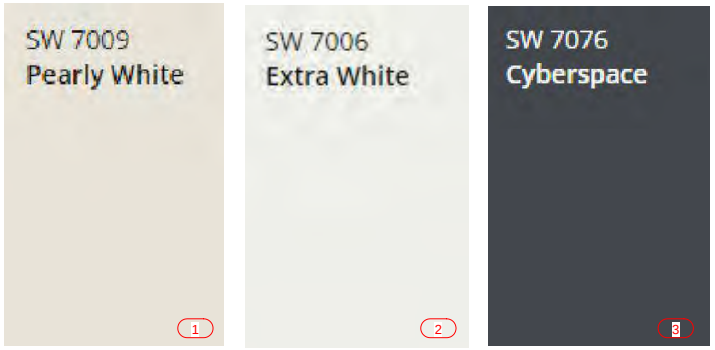
EXISTING CAMPUS:







EXTERIOR PAINT COLORS:



EXTERIOR ROOF COLOR:

NEWPOINT CONCRETE ROOF TILE

Westlake Royal Roofing Solutions™

PRODUCT INFORMATION



Product Name:	Saxony® 900 Slate - Dark Charcoal Blend - Okeechobee
SKU Number:	1FMCS11350
Product Type:	Standard Weight
Color:	Black, Grey, Multicolor

Tile Specifications:

Size:	17 x 13 in
Coverage:	85
Approx. Installed Weight:	950 lbs
Pieces per Pallet:	210
Squares per Pallet:	2.47
Approx. Weight per Pallet:	2566 lbs

4

ARCHITECTURE

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T: 239.631.8884

OWNER

Shadow Wood Country Club

22801 OAKWILDE BLVD.
ESTERO, FL 34135

CONSULTANTS

STRUCTURAL ENGINEERING:

MECHANICAL/ELECTRICAL/PLUMBING:

CIVIL AND LANDSCAPE ENGINEER:

PROJECT INFO

Shadow Wood
COUNTRY CLUB
SHADOW WOOD LIFESTYLE CENTER

22801 OAKWILDE BLVD.
ESTERO, FL 34135

NEW CONSTRUCTION

LAND DEVELOPMENT

SEAL

ADRIAN KASPRZYK
STATE OF FLORIDA
REG. #AR0018

REVISIONS

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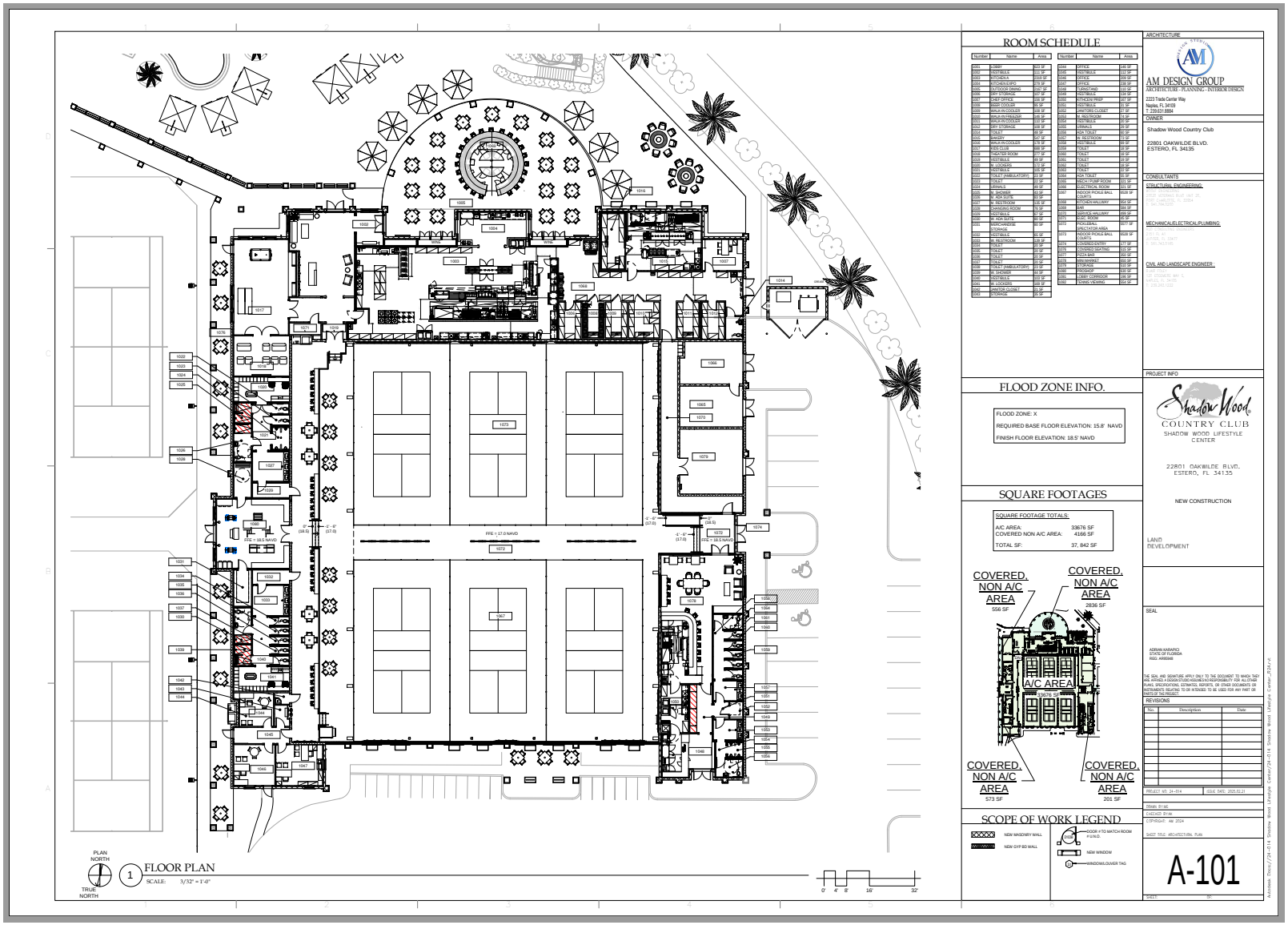
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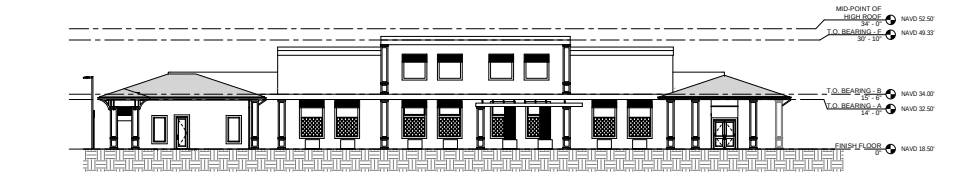
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SHEET TITLE: EXTERIOR COLORS

G-200

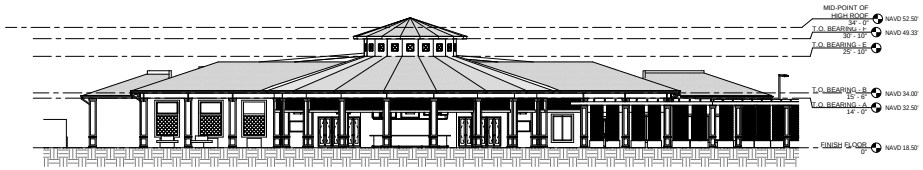
SHEET: 30


FLOOR PLAN
SCALE: 3/32" = 1'-0"
PLAN NORTH
TRUE NORTH
ROOM SCHEDULE
FLOOD ZONE INFO.
FLOOD ZONE: X
REQUIRED BASE FLOOR ELEVATION: 15.8' NAVD
FINISH FLOOR ELEVATION: 18.5' NAVD
SQUARE FOOTAGES
SQUARE FOOTAGE TOTALS:
A/C AREA: 33676 SF
COVERED NON A/C AREA: 4166 SF
TOTAL SF: 37, 842 SF
COVERED, NON A/C AREA 556 SF
COVERED, NON A/C AREA 2836 SF
A/C AREA 33676 SF
COVERED, NON A/C AREA 573 SF
COVERED, NON A/C AREA 201 SF
SCOPE OF WORK LEGEND
NEW MASONRY WALL
NEW GYP BD WALL
NEW DOOR
NEW WINDOW
ARCHITECTURE
AM DESIGN GROUP
ARCHITECTURE - PLANNING - INTERIOR DESIGN
2223 Trade Center Way
Naples, FL 34109
T: 239.631.8884
OWNER
Shadow Wood Country Club
22801 OAKWILDE BLVD.
ESTERO, FL 34135
CONSULTANTS
STRUCTURAL ENGINEERING:
MECHANICAL/ELECTRICAL/PLUMBING:
CIVIL AND LANDSCAPE ENGINEER:
PROJECT INFO
Shadow Wood COUNTRY CLUB
SHADOW WOOD LIFESTYLE CENTER
22801 OAKWILDE BLVD.
ESTERO, FL 34135
NEW CONSTRUCTION
LAND DEVELOPMENT
SEAL
ADRIAN KASAPICI
STATE OF FLORIDA
REVISIONS
A-101



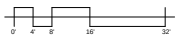
2 NORTH ELEVATION

SCALE: 3/32" = 1'-0"



1 SOUTH ELEVATION

SCALE: 3/32" = 1'-0"



ARCHITECTURE

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Naples, FL 34109
T: 239.631.8884

OWNER

Shadow Wood Country Club

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ESTERO, FL 34135

CONSULTANTS

STRUCTURAL ENGINEERING:

MECHANICAL/ELECTRICAL/PLUMBING:

CIVIL AND LANDSCAPE ENGINEER:

PROJECT INFO

Shadow Wood
COUNTRY CLUB
SHADOW WOOD LIFESTYLE CENTER

22801 OAKWILDE BLVD.
ESTERO, FL 34135

NEW CONSTRUCTION

LAND DEVELOPMENT

SEAL

ADRIAN KASPARO
STATE OF FLORIDA
REG: #AR0009

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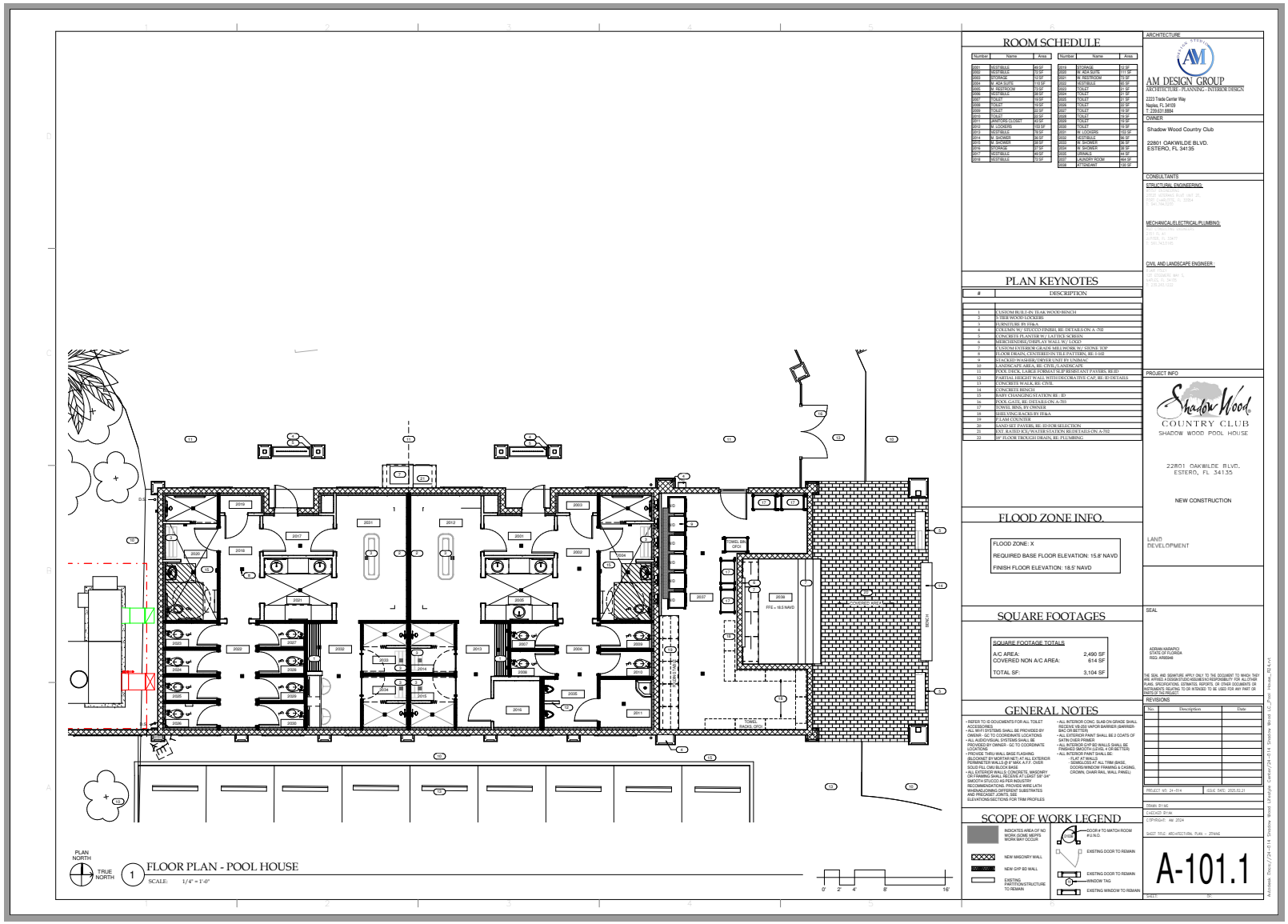
SHEET TITLE: EXTERIOR ELEVATIONS

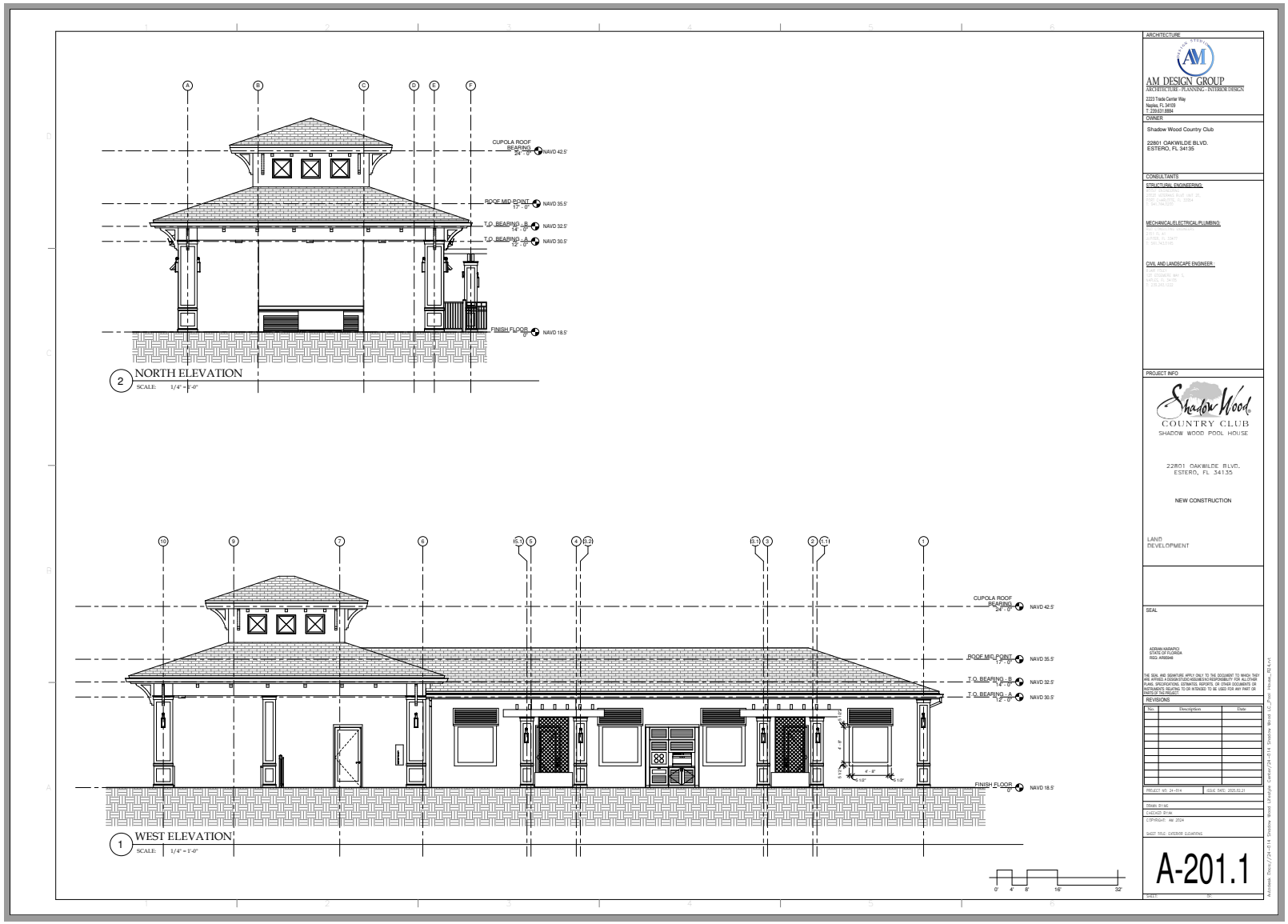
A-201

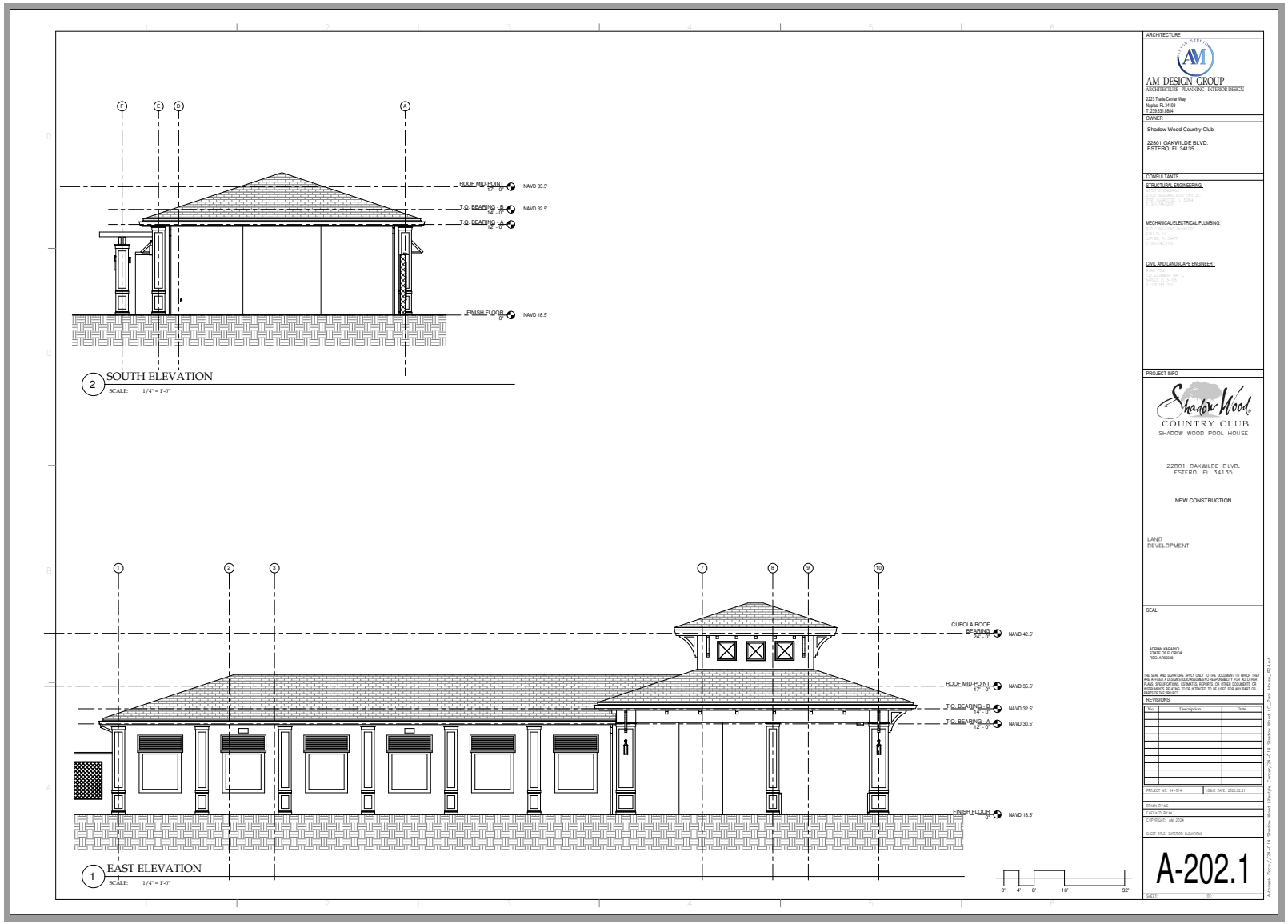
SHEET: 36"

Autodesk Docs://24-014 Shadow Wood Lifestyle Center/24-014 Shadow Wood Lifestyle Center_R24.rvt


MID-POINT OF HIGH ROOF
34' - 0"
NAVD 52.50'
T.O. BEARING - F
30' - 10"
NAVD 49.33'
T.O. BEARING - B
15' - 6"
NAVD 34.00'
T.O. BEARING - A
14' - 0"
NAVD 32.50'
FINISH FLOOR
0"
NAVD 18.50'
1 EAST ELEVATION
SCALE: 3/32" = 1'-0"
MID-POINT OF HIGH ROOF
34' - 0"
NAVD 52.50'
T.O. BEARING - F
30' - 10"
NAVD 49.33'
T.O. BEARING - E
25' - 10"
T.O. BEARING - B
15' - 6"
NAVD 34.00'
T.O. BEARING - A
14' - 0"
NAVD 32.50'
FINISH FLOOR
0"
NAVD 18.50'
2 WEST ELEVATION
SCALE: 3/32" = 1'-0"
0' 4' 8' 16' 32'
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Naples, FL 34109
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22801 OAKWILDE BLVD.
ESTERO, FL 34135
CONSULTANTS
STRUCTURAL ENGINEERING:
MECHANICAL/ELECTRICAL/PLUMBING:
CIVIL AND LANDSCAPE ENGINEER:
PROJECT INFO
Shadow Wood
COUNTRY CLUB
SHADOW WOOD LIFESTYLE CENTER
22801 OAKWILDE BLVD.
ESTERO, FL 34135
NEW CONSTRUCTION
LAND DEVELOPMENT
SEAL
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REG. #AR98918
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No. Description Date
PROJECT NO. 24-014
ISSUE DATE: 2025.02.21
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A-202
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ROOM SCHEDULE
PLAN KEYNOTES
FLOOD ZONE INFO.
FLOOD ZONE: X
REQUIRED BASE FLOOR ELEVATION: 15.8' NAVD
FINISH FLOOR ELEVATION: 18.5' NAVD
SQUARE FOOTAGES
SQUARE FOOTAGE TOTALS
A/C AREA: 2,490 SF
COVERED NON A/C AREA: 614 SF
TOTAL SF: 3,104 SF
GENERAL NOTES
SCOPE OF WORK LEGEND
NEW MASONRY WALL
NEW GYP BD WALL
EXISTING PARTITION/STRUCTURE TO REMAIN
EXISTING DOOR TO REMAIN
EXISTING WINDOW TO REMAIN
ARCHITECTURE
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Naples, FL 34109
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OWNER
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22801 OAKWILDE BLVD.
ESTERO, FL 34135
CONSULTANTS
STRUCTURAL ENGINEERING:
MECHANICAL/ELECTRICAL/PLUMBING:
CIVIL AND LANDSCAPE ENGINEER:
PROJECT INFO
Shadow Wood
COUNTRY CLUB
SHADOW WOOD POOL HOUSE
22801 OAKWILDE BLVD.
ESTERO, FL 34135
NEW CONSTRUCTION
LAND DEVELOPMENT
SEAL
ADRIAN KARAPICI
STATE OF FLORIDA
PE63 AR98948
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No. Description Date
PROJECT NO: 24-014
ISSUE DATE: 2025.02.21
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SHEET TITLE: ARCHITECTURAL PLAN - 2TRANS
A-101.1
SHEET
PLAN NORTH
TRUE NORTH
1 FLOOR PLAN - POOL HOUSE
SCALE: 1/4" = 1'-0"
0' 2' 4' 8' 16'


CUPOLA ROOF BEARING 24' - 0"
NAVD 42.5'
ROOF MID POINT 17' - 0"
NAVD 35.5'
T.O. BEARING - B 14' - 0"
NAVD 32.5'
T.O. BEARING - A 12' - 0"
NAVD 30.5'
FINISH FLOOR 0"
NAVD 18.5'
2 NORTH ELEVATION
SCALE 1/4" = 1'-0"
1 WEST ELEVATION
SCALE 1/4" = 1'-0"
0' 4' 8' 16' 32'
ARCHITECTURE
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2223 Trade Center Way
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MECHANICAL/ELECTRICAL/PLUMBING:
CIVIL AND LANDSCAPE ENGINEER:
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NEW CONSTRUCTION
LAND DEVELOPMENT
SEAL
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STATE OF FLORIDA
PROJ #A6246
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A-201.1
SHEET
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ROOF MID POINT
17' - 0"
NAVD 35.5'
T.O. BEARING - B
14' - 0"
NAVD 32.5'
T.O. BEARING - A
12' - 0"
FINISH F.F.OOR
0"
NAVD 18.5'
2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"
CUPOLA ROOF BEARING
24' - 0"
NAVD 42.5'
ROOF MID POINT
17' - 0"
NAVD 35.5'
T.O. BEARING - B
14' - 0"
NAVD 32.5'
T.O. BEARING - A
12' - 0"
NAVD 30.5'
FINISH F.F.OOR
0"
NAVD 18.5'
1 EAST ELEVATION
SCALE: 1/4" = 1'-0"
0' 4' 8' 16' 32'
ARCHITECTURE
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ARCHITECTURE - PLANNING - INTERIOR DESIGN
2223 Trade Center Way
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22801 OAKWILDE BLVD.
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ESTERO, FL 34135
NEW CONSTRUCTION
LAND DEVELOPMENT
SEAL
ADRIAN KARAPICI
STATE OF FLORIDA
PE62-#86844
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A-202.1
SHEET
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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 21, 2025

Agenda Item:

Resolution No. 2025-08, Corkscrew Road Landscape Maintenance Agreement

Motion to approve resolution No. 2025-08

Background:

The Village's consultant, Johnson Engineering has been working to obtain the permits from Lee County and Florida Department of Transportation (FDOT) that are required to install the proposed median landscaping along Corkscrew Road from Corkscrew Woodlands Blvd. to Ben Hill Griffin Parkway. A copy of the proposed landscape plans and a rendered landscape plan have been attached.

Description:

To complete the permit application, FDOT is requiring The Village Council to pass a resolution the approves the proposed landscape maintenance and installation agreement and authorizes the Mayor to execute the agreement.

Action Requested:

Motion to approve resolution No. 2025-08

Process and Timeline:

The approved resolution will be provided to FDOT to complete the permit application.

Project construction is anticipation fiscal year 2026-2027.

Financial Impact:

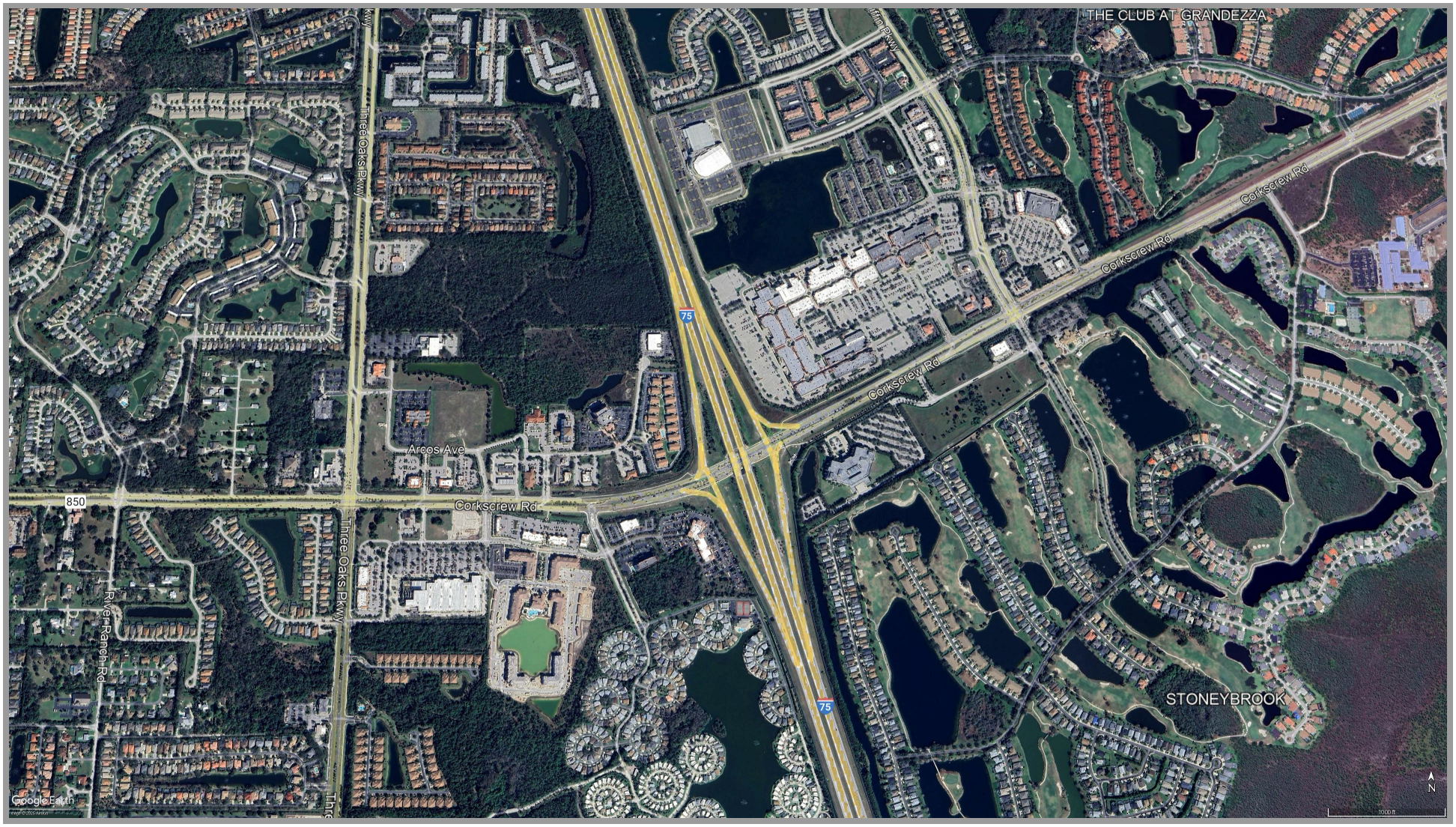
There are no direct financial impacts associated with this agenda item.

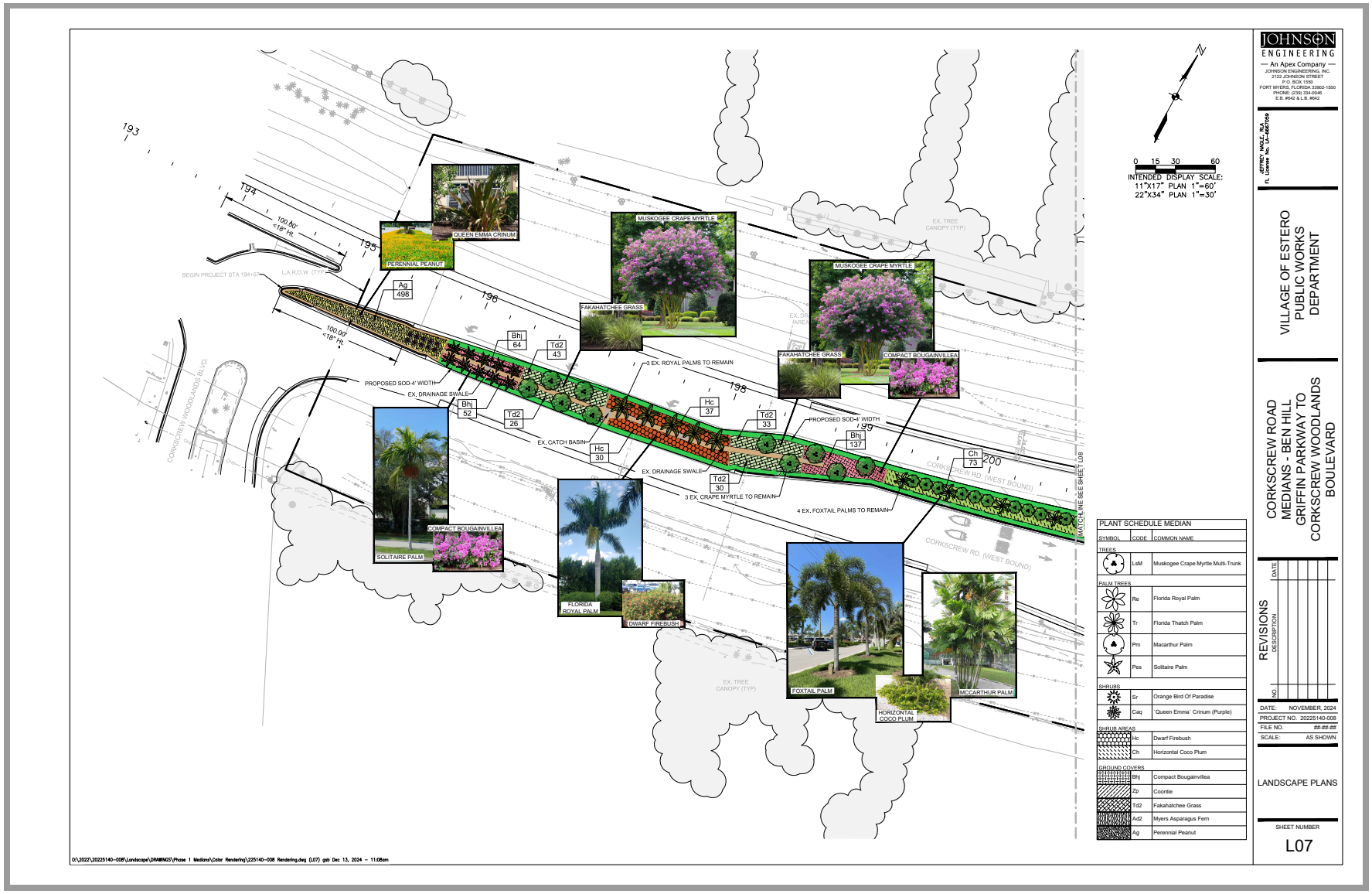
Future Council actions on this project will include financial impacts associated with construction and maintenance of the proposed landscaping and irrigation improvements.

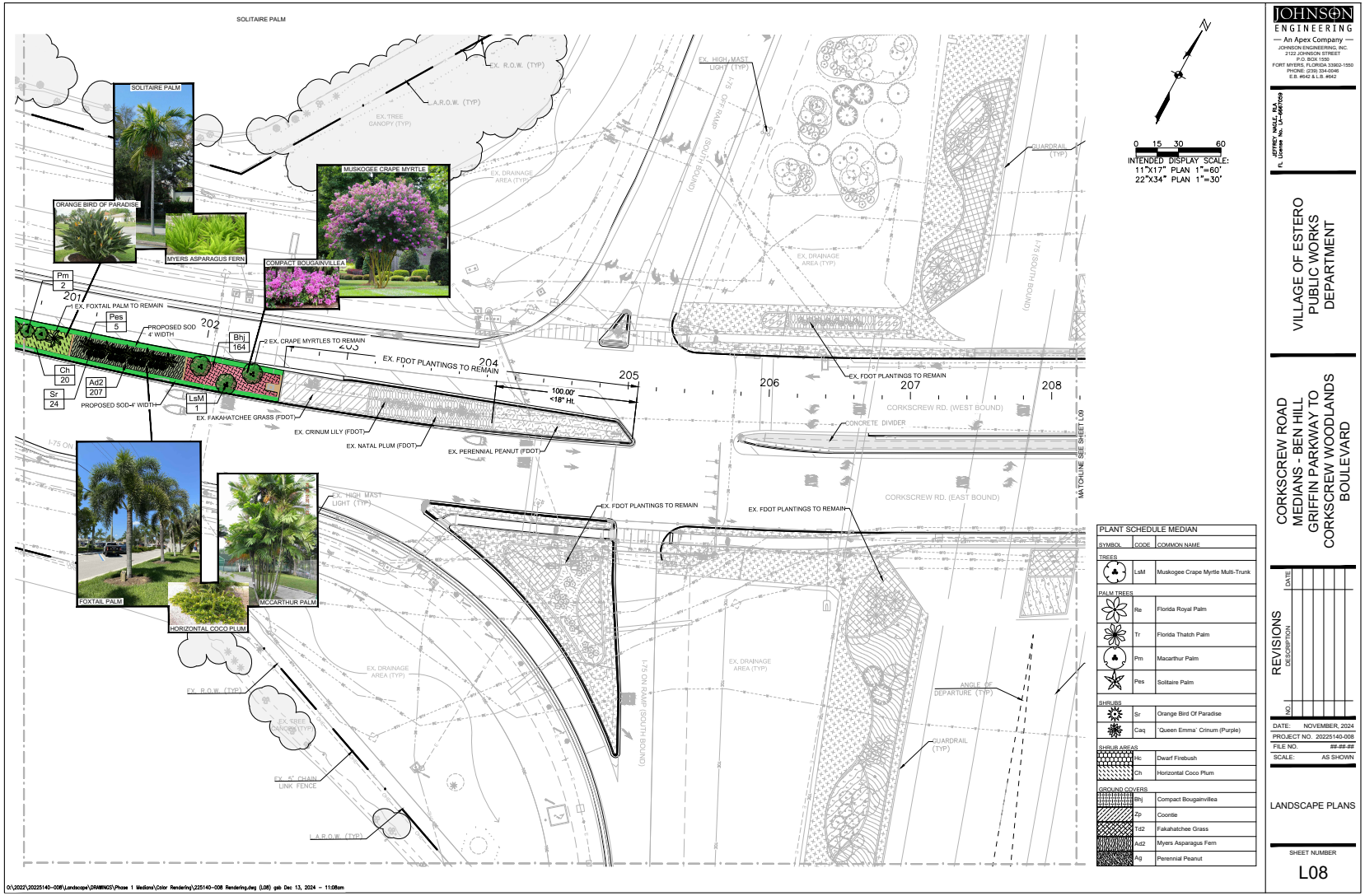
Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Rendered Landscape Plans
3. Resolution 2025-08
4. Corkscrew Road Landscape Maintenance and Installation Agreement
5. Exhibit B – Technical Maintenance Plan
6. Exhibit C – Landscape Plans


THE CLUB AT GRANDEZZA
Three Oaks Pkwy
Corkscrew Rd
Corkscrew Rd
Corkscrew Rd
75
Arcos Ave
850
Corkscrew Rd
Three Oaks Pkwy
River Ranch Rd
75
STONEYBROOK
Google Earth
N


QUEEN EMMA CRINUM
PERENNIAL PEANUT
MUSKOGEE CRAPE MYRTLE
FAKAHATCHEE GRASS
COMPACT BOUGAINVILLEA
SOLITAIRE PALM
FLORIDA ROYAL PALM
DWARF FIREBUSH
FOXTAIL PALM
HORIZONTAL COCO PLUM
MCCARTHUR PALM
PROPOSED SOD-4' WIDTH
EX. DRAINAGE SWALE
EX. CATCH BASIN
3 EX. ROYAL PALMS TO REMAIN
3 EX. CRAPE MYRTLE TO REMAIN
4 EX. FOXTAIL PALMS TO REMAIN
CORKSCREW WOODLANDS BLVD.
CORKSCREW RD. (WEST BOUND)
EX. TREE CANOPY (TYP)
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
PLANT SCHEDULE MEDIAN
SYMBOL CODE COMMON NAME
TREES
LsM Muskogee Crape Myrtle Multi-Trunk
PALM TREES
Re Florida Royal Palm
Tr Florida Thatch Palm
Pm Macarthur Palm
Pes Solitaire Palm
SHRUBS
Sr Orange Bird Of Paradise
Caq 'Queen Emma' Crinum (Purple)
SHRUB AREAS
Hc Dwarf Firebush
Ch Horizontal Coco Plum
GROUND COVERS
Bhj Compact Bougainvillea
Zp Coontie
Td2 Fakahatchee Grass
Ad2 Myers Asparagus Fern
Ag Perennial Peanut
JOHNSON ENGINEERING
An Apex Company
VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT
CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD
REVISIONS
DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
SCALE: AS SHOWN
LANDSCAPE PLANS
SHEET NUMBER
L07



PLANT SCHEDULE MEDIAN		
SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	'Queen Emma' Crinum (Purple)
SHRUB AREAS		
	Hc	Dwarf Firebush
	Ch	Horizontal Coco Plum
GROUND COVERS		
	Bhj	Compact Bougainvillea
	Zp	Coontie
	Trd2	Fakahatchee Grass
	Ad2	Myers Asparagus Fern
	Ag	Perennial Peanut

JOHNSON ENGINEERING
— An Apex Company —
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642
JEFFREY WAGLE, PLA
FL License No. LA-6667259

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

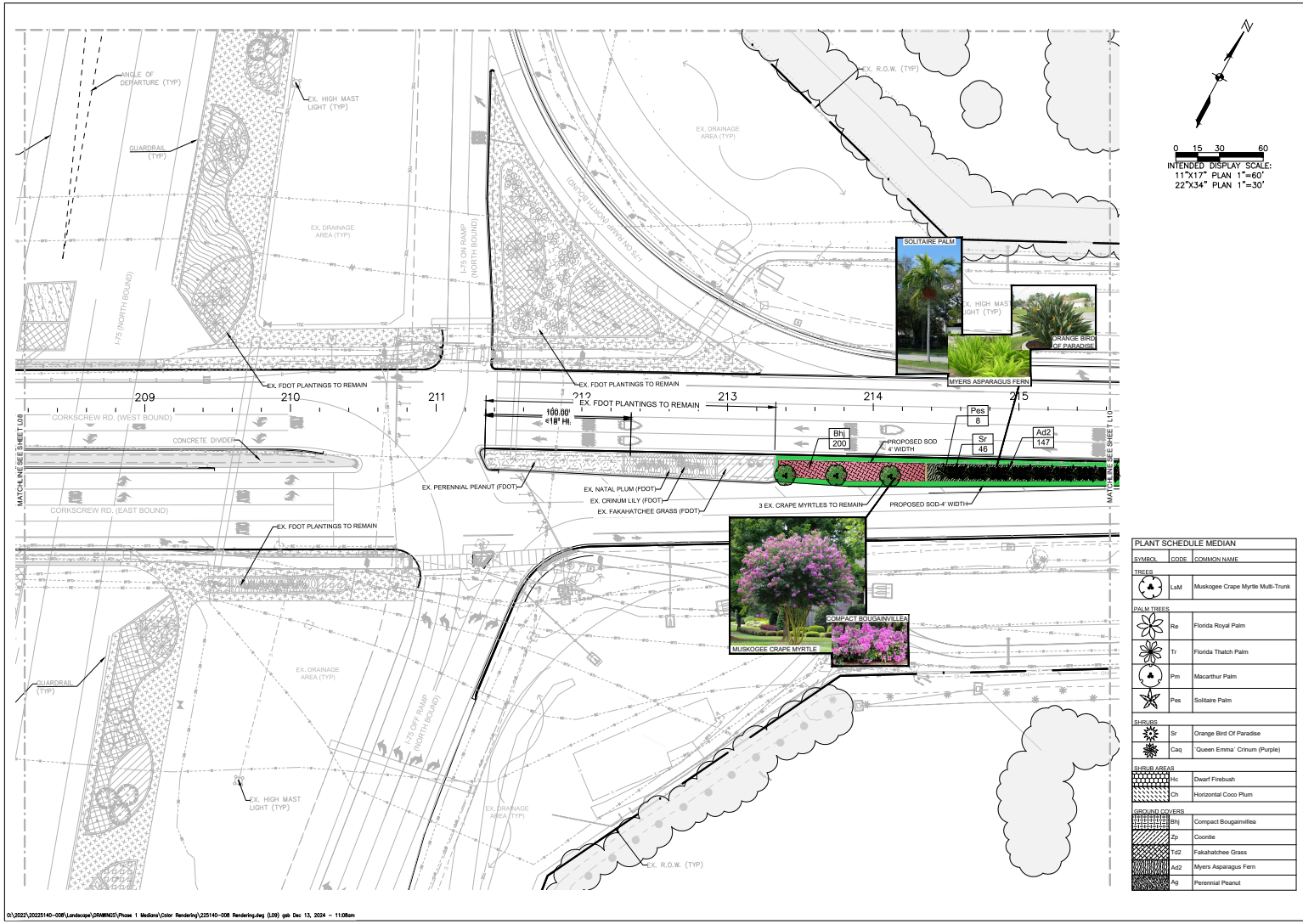
NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. ~~##-##-##~~
SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L08

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PLANT SCHEDULE MEDIAN		
SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	`Queen Emma` Crinum (Purple)
SHRUB AREAS		
	Nc	Dwarf Firebush
	Ch	Horizontal Coco Plum
GROUND COVERS		
	Bhj	Compact Bougainvillea
	Zp	Coontie
	Td2	Fakahatchee Grass
	Ad2	Myers Asparagus Fern
	Ag	Perennial Peanut

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VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

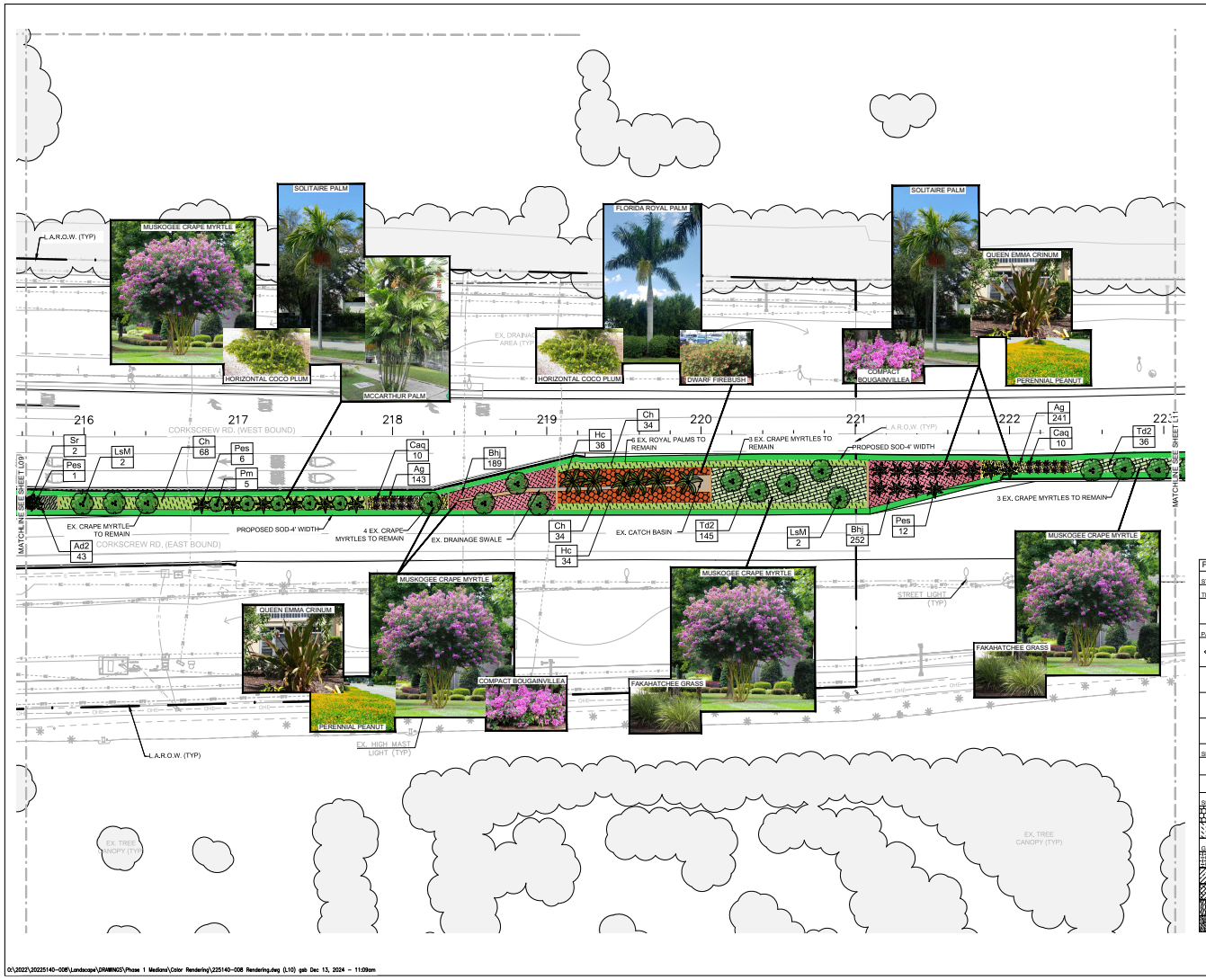
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DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. ##-##-##
SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L09

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PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	`Queen Emma` Crinum (Purple)
SHRUB AREAS		
	Hc	Dwarf Firebush
	Ch	Horizontal Coco Plum
GROUND COVERS		
	Bhj	Compact Bougainvillea
	Zp	Coontie
	Td2	Fakahatchee Grass
	Ad2	Myers Asparagus Fern
	Ag	Perennial Peanut

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FL License No. LA-6667259

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

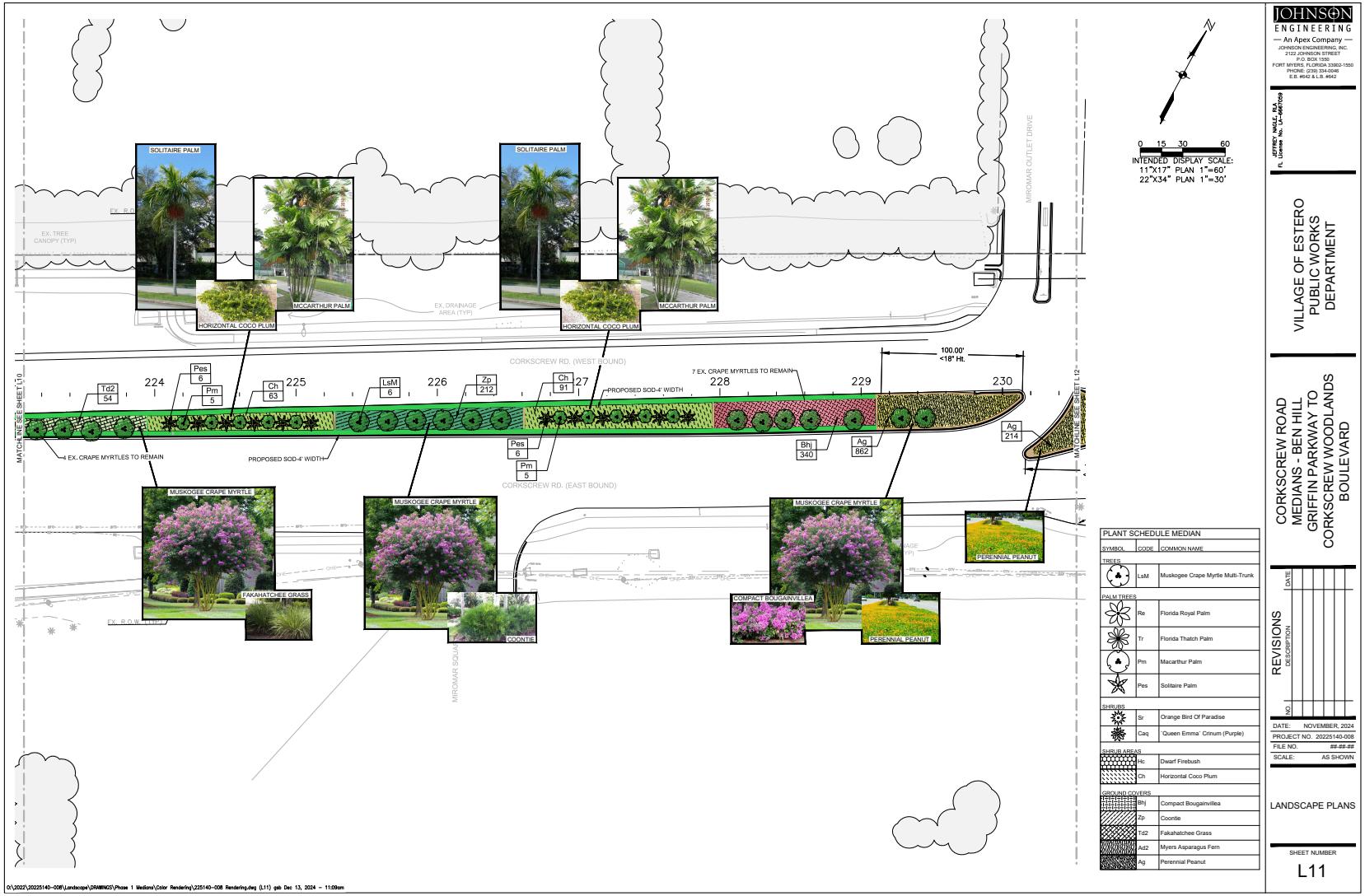
NO.	DESCRIPTION	DATE

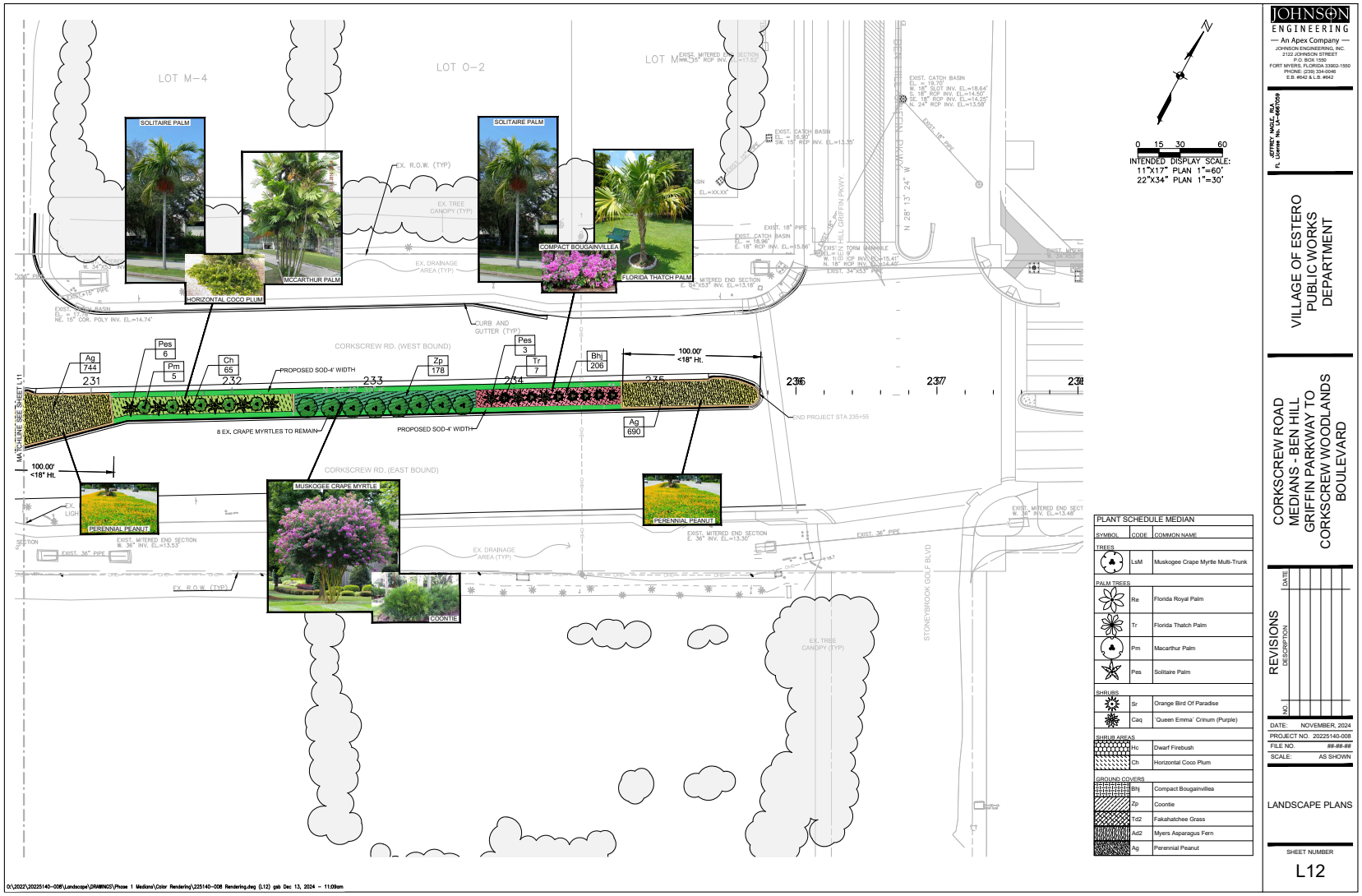
DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. ~~##-##-##~~
SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L10

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SOLITAIRE PALM
MCCARTHUR PALM
HORIZONTAL COCO PLUM
CORKSCREW RD. (WEST BOUND)
CORKSCREW RD. (EAST BOUND)
PROPOSED SOD-4' WIDTH
7 EX. CRAPE MYRTLES TO REMAIN
4 EX. CRAPE MYRTLES TO REMAIN
100.00' <18' Ht.
MUSKOGEE CRAPE MYRTLE
FAKAHATCHEE GRASS
COONTIE
COMPACT BOUGAINVILLEA
PERENNIAL PEANUT
MIROMAR OUTLET DRIVE
MIROMAR SQUARE
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
PLANT SCHEDULE MEDIAN
SYMBOL CODE COMMON NAME
TREES
LsM Muskogee Crape Myrtle Multi-Trunk
PALM TREES
Re Florida Royal Palm
Tr Florida Thatch Palm
Pm Macarthur Palm
Pes Solitaire Palm
SHRUBS
Sr Orange Bird Of Paradise
Caq 'Queen Emma' Crinum (Purple)
SHRUB AREAS
Hc Dwarf Firebush
Ch Horizontal Coco Plum
GROUND COVERS
Bhj Compact Bougainvillea
Cp Coontie
Td2 Fakahatchee Grass
Ad2 Myers Asparagus Fern
Ag Perennial Peanut
JOHNSON ENGINEERING
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JOHNSON ENGINEERING, INC.
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VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT
CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD
REVISIONS
NO. DESCRIPTION DATE
DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. ##-##-##
SCALE: AS SHOWN
LANDSCAPE PLANS
SHEET NUMBER
L11



PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	'Queen Emma' Crinum (Purple)
SHRUB AREAS		
	Hc	Dwarf Firebush
	Ch	Horizontal Coco Plum
GROUND COVERS		
	Bhj	Compact Bougainvillea
	Zp	Coontie
	Td2	Fakahatchee Grass
	Ad2	Myers Asparagus Fern
	Ag	Perennial Peanut

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VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. ~~##-##-##~~
SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L12

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RESOLUTION 2025-08

A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING EXECUTION OF LANDSCAPE MAINTENANCE AND INSTALLATION AGREEMENT WITH FDOT; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero desires to undertake maintenance of certain landscaping along Corkscrew Road within the Florida Department of Transportation's right-of-way; and

WHEREAS, the FDOT has provided a template Landscape Maintenance and Installation Agreement for the Village's approval; and

WHEREAS, the Agreement requires adoption of a Resolution accepting the obligations of the Agreement and authorizing its execution.

NOW, THEREFORE BE IT RESOLVED by the Village Council of the Village of Estero, Florida, that:

Section 1. The Landscape Maintenance and Installation Agreement Between the State of Florida Department of Transportation and Village of Estero (attached hereto and incorporated herein) is hereby approved.

Section 2. The Mayor is authorized to execute the Agreement.

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 May, 2025.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

Docusign Envelope ID: 471E2174-41B6-4A49-B045-7C360587664E

FPID XXXXXX-X-XX-XX
Contract #: XXXX
COUNTY: LEE
ROADWAY: S.R. 850

LANDSCAPE MAINTENANCE AND INSTALLATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND VILLAGE OF ESTERO

THIS Agreement, made and entered into this ___ day of _____, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, (hereinafter, "DEPARTMENT") and, the Village of Estero (hereinafter, "AGENCY") for the AGENCY to maintain, at the AGENCY'S expense, landscaping within the area specified below.

W I T N E S S E T H

1. WHEREAS, the DEPARTMENT has jurisdiction over and maintains **State Road 850** as part of the State Highway System; and
2. WHEREAS, the AGENCY, with the permission of the DEPARTMENT, seeks to install specialized landscape and irrigation improvements within the right-of-way of **State Road 850 from Corkscrew Woodlands Boulevard (Mile Post 1.795) to Ben Hill Griffin Parkway (Mile Post 0.525)** (hereinafter, "PROJECT") and the AGENCY has agreed, at its expense, to i n s t a l l a n d t o maintain the landscaping and irrigation within the Right of Way upon completion of the PROJECT.
3. WHEREAS, the AGENCY, by Resolution No.**2025-08,** dated **May 21, 2025,** and attached hereto as **Exhibit A**, and incorporated into this Agreement, accepted this obligation and authorized its Chairman or Designee to execute this Agreement on its behalf.

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

I. INSTALLATION:
   A. The AGENCY hereby agrees to install landscape and irrigation improvements within State Right-of-Way per DEPARTMENT approved design plans submitted by the AGENCY.
   B. The AGENCY hereby agrees it has ascertained the location of all existing utilities, both aerial and underground as addressed in the design plans and accepted by the DEPARTMENT.
   C. The AGENCY hereby agrees to comply with all permit requirements by the appropriate agencies in connection with said installations.
   D. All landscape and irrigation installation activities undertaken by AGENCY shall be pursuant to the Work Zone Traffic Control Plan(s) using the FDOT Standard Plans Index 102 incorporated into this Agreement, and Rule 14-40.003, Florida Administrative Code.

Docusign Envelope ID: 471E2174-41B6-4A49-B045-7C360587664E

FPID XXXXXX-X-XX-XX
Contract #: XXXX
COUNTY: LEE
ROADWAY: S.R. 850

II. MAINTENANCE:

A. The AGENCY agrees to maintain the landscape and irrigation improvements in accordance with the **Technical Maintenance Plan** included as **Exhibit B,** attached hereto and incorporated into this Agreement. The AGENCY agrees, at the AGENCY'S expense, to maintain all landscaping and irrigation and mowing of the grass within the Right-of-Way pursuant to the **Landscape Plan(s)** included as **Exhibit C**, attached hereto and incorporated into this Agreement and to follow the requirements of F.A.C. 14-40, as amended. Said maintenance requirements shall meet or exceed minimum Maintenance Rating Performance Standards (MRP) as defined by the DEPARTMENT.

B. The maintenance to be performed by the AGENCY shall be subject to periodic inspections by the DEPARTMENT. The AGENCY shall not change or deviate from said plan(s) without written approval of the DEPARTMENT.

C. All landscape and irrigation maintenance activities undertaken by AGENCY shall be pursuant to the Work Zone Traffic Control Plan(s) using the FDOT Standard Plans Index 102, and incorporated into this Agreement, and Rule 14-40.003, Florida Administrative Code.

III. MISCELLANEOUS:

A. The AGENCY may utilize its employees or third parties to accomplish its obligations under this Agreement. However, the AGENCY remains responsible for proper performance under this Agreement and shall take all steps necessary to ensure that its employees or third parties perform as required under this Agreement.

B. It is understood between the parties hereto that the landscaping and irrigation covered by this Agreement may be removed, relocated or adjusted by the DEPARTMENT at any time in the future as determined to be necessary by the DEPARTMENT in order to widen, alter or otherwise change the state road to meet with future criteria or planning of the DEPARTMENT. The AGENCY shall be given sixty (60) calendar days' notice to remove said landscaping and irrigation which time the DEPARTMENT may remove the same.

Designated personnel as directed by the District Secretary or his designee may inspect and evaluate this PROJECT. If at any time after the AGENCY has assumed landscaping and irrigation maintenance responsibility it shall come to the attention of the DEPARTMENT that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, the District Secretary or his designee may issue a written notice to the AGENCY that a deficiency or deficiencies exist(s). Upon receipt of the notice, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

1. The DEPARTMENT may take action to maintain the landscaping and irrigation or a part thereof, with DEPARTMENT or its Contractor's personnel and invoice the AGENCY for expenses incurred and the AGENCY shall promptly reimburse the DEPARTMENT for the costs, or

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2. The DEPARTMENT may terminate the Agreement, in which case the AGENCY shall at its own expense and within sixty (60) days after written notice by the DEPARTMENT, remove all of the landscaping and irrigation that the DEPARTMENT directs be removed and return the right-of-way to its original condition.

C. This Agreement shall remain in effect until such time the AGENCY or DEPARTMENT wishes to terminate this Agreement. Termination shall be done in writing giving the other party thirty (30) days' notice. Upon notice of termination by either party, all landscape and irrigation improvements shall be removed by the AGENCY and the DEPARTMENT'S right-of-way returned to its original condition. If, after thirty (30) days, the landscape and irrigation improvements have not been removed, the DEPARTMENT may, at its option, proceed as follows:

1. Maintain the landscape and irrigation improvements within the limits of said project with DEPARTMENT'S contractor or personnel and the AGENCY shall promptly reimburse the DEPARTMENT upon receipt of an invoice for the reasonable values of such work; or

2. Remove all landscape and irrigation improvements; return the right-of-way to its original condition with the DEPARTMENT'S contractor or personnel and the AGENCY shall promptly reimburse the DEPARTMENT upon receipt of an invoice for the reasonable values of such work.

D. The AGENCY shall keep in force during the period of this Agreement public liability insurance, property damage insurance and worker's compensation insurance through an insurance policy(ies) or the AGENCY'S self-insurance program.

E. When the DEPARTMENT receives a notice of claim for damages that may have been caused by the AGENCY in the performance of services pursuant to this Agreement, the DEPARTMENT will immediately forward the claim to AGENCY, and the DEPARTMENT will evaluate the claim and report their findings to each other within seven working days and will jointly discuss options in defending the claim. After reviewing the claim, the DEPARTMENT will determine whether to require the participation of the AGENCY in the defense of the claim or to require that the AGENCY defend the DEPARTMENT in such claim pursuant to this section. The DEPARTMENT'S failure to notify the AGENCY of a claim shall not release the AGENCY from any of the requirements of this section. The DEPARTMENT and the AGENCY will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.

F. To the extent permitted by law, AGENCY shall indemnify, defend and hold harmless DEPARTMENT against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of AGENCY, or any of its officers, agents or employees, acting within the scope of their office or employment, in connection with the obligations and rights granted to or exercised by AGENCY hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification

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shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by AGENCY to indemnify DEPARTMENT for the negligent acts or omissions of DEPARTMENT, its officers, agents or employees, or for the acts of third parties. Nothing herein shall be construed as consent by AGENCY to be sued by third parties in any manner arising out of this agreement. The AGENCY shall also require all contractors and subcontractors who conduct operations within the Project to indemnify and hold DEPARTMENT harmless against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of said Contractor or Subcontractor or any of their officers, agents or employees, acting within the scope of their office or employment. The indemnities assumed by the AGENCY shall survive termination of this agreement.

G. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

H. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

I. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

J. All notices under this Agreement shall be directed to the following addresses:

TO DEPARTMENT:
Mr. Darryl Richard
District Landscape Architect
801 North Broadway (MS 1-28)
Bartow, FL 33830-1249

STATE OF FLORIDA AUDITOR GENERAL:
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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Docusign Envelope ID: 471E2174-41B6-4A49-B045-7C360587664E

FPID XXXXXX-X-XX-XX
Contract #: XXXX
COUNTY: LEE
ROADWAY: S.R. 850

IN WITNESS WHEREOF, **Village of Estero;** has caused this Agreement to be executed in its behalf, by the Chairman or its designee, as authorized by Resolution No. 2025-08 and the FLORIDA DEPARTMENT OF TRANSPORTATION has caused this Agreement to be executed on its behalf through its District Secretary or authorized designee. This Agreement shall become effective on:

Department to enter date.

VILLAGE OF ESTERO:

ATTEST

CLERK (Seal)

DATE

CHAIRMAN OR DESIGNEE

PRINT NAME DATE

VILLAGE OF ESTERO LEGAL REVIEW:

BY:

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST

EXECUTIVE SECRETARY (Seal)

PRINT NAME DATE

BY:

DISTRICT SECRETARY OR DESIGNEE
DISTRICT ONE

PRINT NAME DATE

REVIEW & APPROVAL

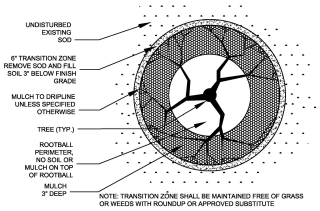
BY

DISTRICT LANDSCAPE ARCHITECT DATE

FLA. DEPT. OF TRANS. LEGAL REVIEW:

BY:

DATE DS DC

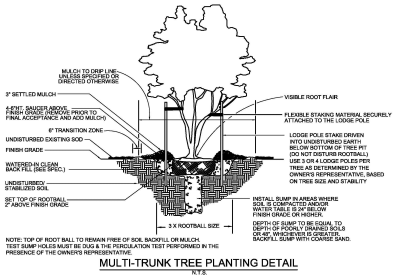


TREE MULCHING DETAIL

N.T.S.

LANDSCAPE MAINTENANCE

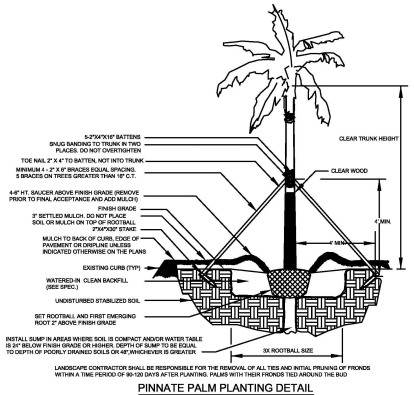
1. ALL INSTALLED PLANTINGS (NOT INCLUDING PROPOSED TREE REPLACEMENTS FOR PREVIOUSLY EXISTING TREES) SHALL BE MAINTAINED IN COMPLIANCE WITH FDOT GREENBOOK "LATERAL OFFSET" OR CLEAR ZONE REQUIREMENTS AND "SIGHT DISTANCE" REQUIREMENTS WHERE APPLICABLE.
2. LATERAL OFFSET: ALL INSTALLED SINGLE AND MULTI-TRUNK TREES SHALL BE MAINTAINED WITH A 4 INCH CALIPER (MEASURED AT 12 INCHES ABOVE GRADE) OR LESS. INSTALLED TREE TRUNKS MEASURING GREATER THAN 4 INCHES IN CALIPER SHALL BE REMOVED FOR FDOT COMPLIANCE.
3. SIGHT DISTANCE: ALL INSTALLED PLANT FOLIAGE SHALL BE MAINTAINED NO HIGHER THAN 24 INCHES (MEASURED FROM TOP OF EXISTING CURB) AND CANOPY TREE BRANCHES SHALL BE MAINTAINED NO LOWER THAN 8.5 FEET (MEASURED AT FINAL GRADE) WITHIN A SIGHT DISTANCE LINE FOR FDOT COMPLIANCE (REFER TO GREENBOOK FIGURE 212.11.2 WINDOW DETAIL)



MULTI-TRUNK TREE PLANTING DETAIL

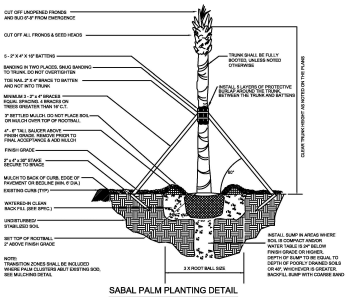
N.T.S.

LANDSCAPE TECHNICAL MANAGEMENT PLAN	
THE ACTIVITIES AND FREQUENCIES SHOWN REPRESENT THE MINIMUM REQUIREMENTS.	
MOWING: N/A	N/A; MOWING NOT APPLICABLE
WATERING:	WATER PLANT MATERIAL TO MAINTAIN HEALTH AND VIGOR.
LITTER REMOVAL:	PERFORM LITTER REMOVAL WITHIN THE ENTIRE PROJECT LIMITS AS SHOWN ON PROJECT PLANS.
EDGING:	MECHANICAL EDGING SHALL BE USED TO MAINTAIN EDGE OF PLANTING AREAS. CHEMICAL HERBICIDE EDGING MAY BE USED ON TREE RINGS AND PLANTING BEDS.
WEEDING:	MAINTAIN TREE RINGS AND BEDS 90% WEED FREE AT ALL TIMES. ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS, AND VINES.
CHEMICAL APPLICATIONS:	INSPECT ALL PALMS AND TREES FOR PEST INFESTATION AND DISEASE ON A MONTHLY BASIS, CHECKING FOR THE PRESENCE FOR INSECTS, GRUBS, MITES, FUNGUS, MOLD, ETC. APPLY FUNGICIDE AND PESTICIDES PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES AS REQUIRED.
WATER SAUCERS, STAKES AND GUYS:	CONTINUOUSLY MONITOR AND REPAIR WATER SAUCERS. MAINTAIN TREES AND PALMS UPRIGHT, WITH STAKES/GUYS. INSPECT AND ADJUST STAKES AND GUYS TO ENSURE STABILITY AND PLUMB CONDITION OF TREES AND PALMS.
FERTILIZATION OF TREES, PALMS AND OTHER PLANTS AND VEGETATION	FERTILZE TREES AND PALMS AS NEEDED TO PREVENT NUTRITIONAL DEFICIENCIES, TO PROMOTE GROWTH , AND MAINTAIN A HEATHY APPEARANCE. FERTILIZER SHOULD CONTAIN MACRONUTRIENTS AND MICRONUTRIENTS IN A CONTROLLED RELEASED FORM APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES.
MULCH:	MAINTAIN A MINIMUM OF THREE (3) INCHES DEPTH OF MULCH MATERIAL FOR ALL PLANT AREAS AS SHOW IN THE PLANS. MULCH THREE (3) FEET AROUND THE TRUNK OF ALL TREES AND PALMS. INSPECT PLANTED AREAS AFTER MAJOR RAIN EVENTS AND CORRECT MULCH DEFICIENCIES. MAINTAIN MULCH TO NOT EXCEED FOUR (4) INCHES IN DEPTH. SEE LANDSCAPE PLANS FOR LOCATIONS OF APPLICATIONS.
PRUNING:	PRUNE AS REQUIRED TO MAINTAIN HORIZONTAL CLEARANCE PER FDOT FDM (FLORIDA DESIGN MANUAL) AND MRP (MAINTENANCE RATING PROGRAM) STANDARDS, AND TO MAINTAIN STRUCTURAL INTEGRITY. MAINTAIN CLEARANCE SO THERE IS NO ENCROACHMENT OF TREES, PALMS. TREE LIMBS, PALM FRONDS OR VEGETATION IN OR OVER THE TRAVEL WAY, GUARDRAIL OR CLEAR ZONE, LOWER THAN 14.5 FEET OR LOWER THAN 10 FEET OVER SIDEWALKS, BIKE, OR MULTIUSE PATHS. NO VEGETATION SHALL VIOLATE THE CLEARANCE REQUIREMENT. TREES: REMOVE ALL SUCKERS, DEAD, DISEASED OR BROKEN BRANCHES. PALMS: PRUNE AS REQUIRED TO REMOVE BROKEN OR DEAD FRONDS AND ALL FLOWER/SEED STALKS. FLOWER/SEED STALKS SHALL BE REMOVED PRIOR TO DROPPING OF SEEDS, NUTS, OR PRODUCTION OF FRUIT. ALL LANDSCAPE MATERIAL SHALL BE INSTALLED AND MAINTAINED IN A MANNER WHEREBY TRAFFIC CONTROL SIGNAGE, CAMERAS AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS AT ALL TIMES.
TURF: N/A	N/A



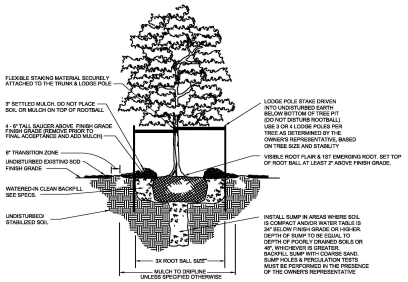
PINNATE PALM PLANTING DETAIL

N.T.S.



SABAL PALM PLANTING DETAIL

N.T.S.



SINGLE TRUNK TREE PLANTING DETAIL

N.T.S.

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

JEFFREY WAGLE, PLA
FL License No. LA-6667559

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

LANDSCAPE DETAILS & LANDSCAPE TECHNICAL MANAGEMENT PLAN

SHEET NUMBER
L14

VILLAGE OF ESTERO

COMPONENTS OF CONTRACT PLANS SET

90% LANDSCAPE PLANS

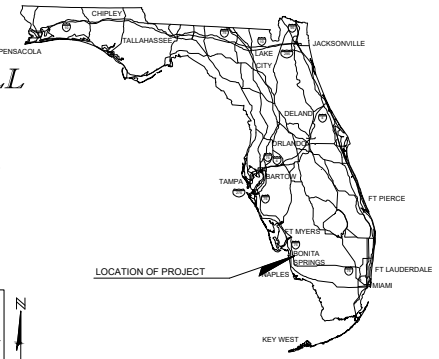
CORKSCREW ROAD MEDIANS - BEN HILL GRIFFIN PARKWAY TO CORKSCREW WOODLANDS BOULEVARD LANDSCAPE AND IRRIGATION PLANS

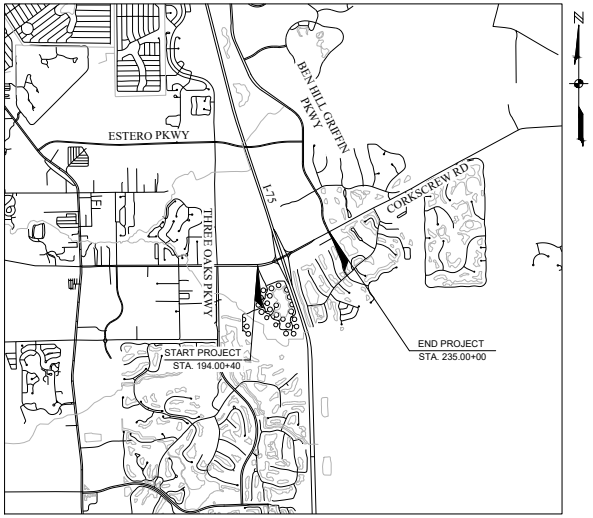
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DESIGN SPEED 45 MPH
COUNTY ROAD NO. 850

Sheet Index

Sheet Number	Sheet Title
C01	COVER
KEY	KEY SHEET
G01	GENERAL NOTES
L01-L06	EXISTING CONDITIONS-DEMO PLANS
L07-L12	LANDSCAPE PLANS
L13	LANDSCAPE DETAILS
L14	LANDSCAPE DETAILS & LANDSCAPE TECHNICAL MANAGEMENT PLAN
L15	LANDSCAPE NOTES
IR01-IR06	IRRIGATION PLANS
IR07	IRRIGATION SCHEDULES
IR08-IR10	IRRIGATION DETAILS
IR11	IRRIGATION NOTES
M01-M02	MAINTENANCE OF TRAFFIC





LOCATION MAP

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

JANUARY, 2025

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GOVERNING STANDARD PLANS:
Florida Department of Transportation, FY 2020-21 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

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

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

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

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

UTILITIES PROVIDING SERVICE:

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

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

ELECTRIC:
FLORIDA POWER & LIGHT COMPANY
15834 WINKLER ROAD
FORT MYERS, FLORIDA 33908
PHONE: (239) 415-1326

GAS:
TECO PEOPLES GAS
5901 ENTERPRISE PARKWAY
FORT MYERS, FLORIDA 33905
PHONE: (877) 832-6747

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

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

TELEPHONE:
CENTURY LINK
1520 LEE STREET
FORT MYERS, FLORIDA 33901
PHONE: (239) 336-2030

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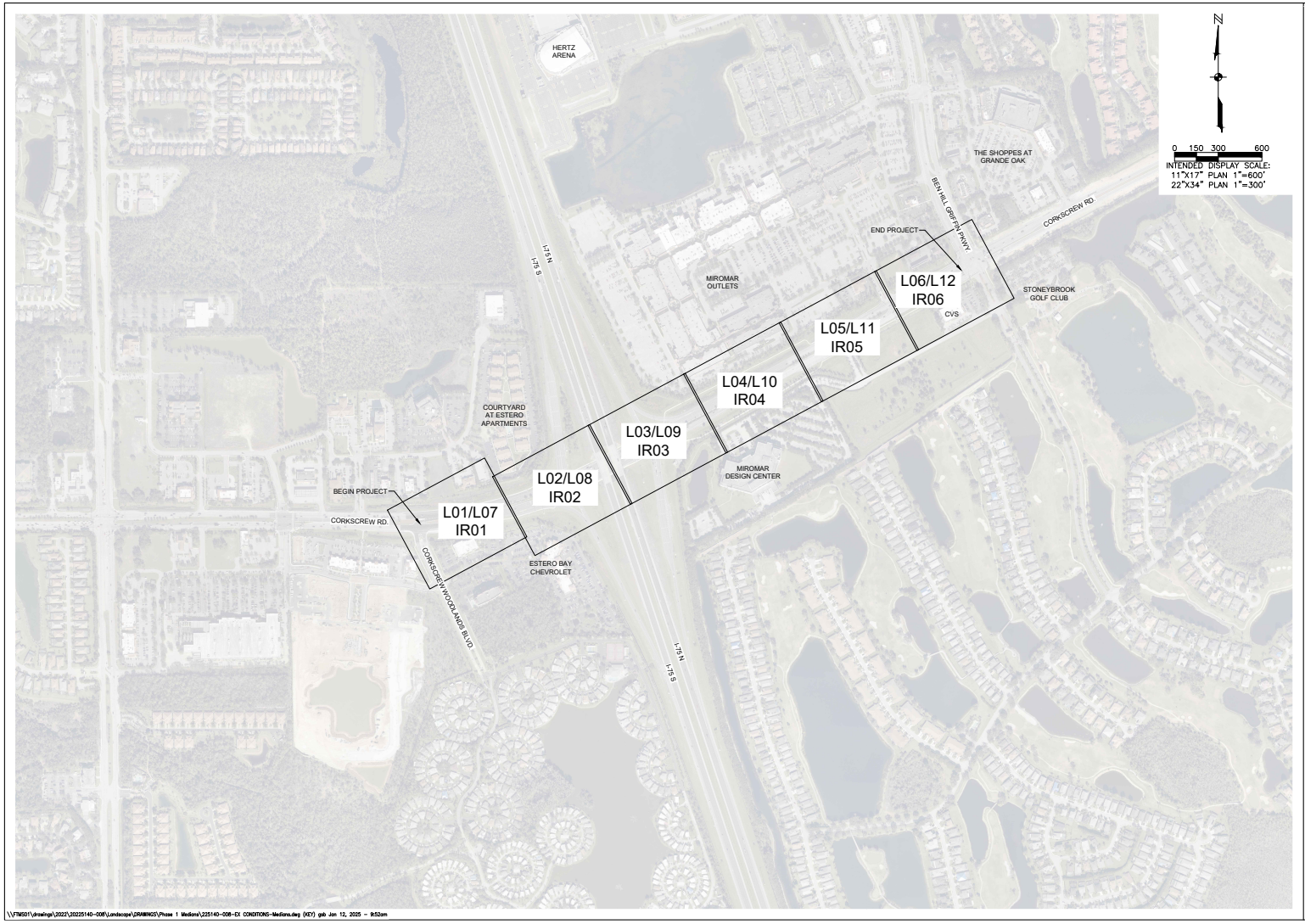
REGISTERED LANDSCAPE ARCHITECT
FLORIDA LICENSE NO. LA-6667059

JEFFREY NAGLE, RLA

DATE

SHEET C01

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2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642
JEFFREY WAGLE, PLA
FL License No. LA-6667259

VILLAGE OF ESTERO
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CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

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KEY SHEET

SHEET NUMBER
KEY

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GENERAL NOTES

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

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

JEFFREY WAGLE, PLA
FL License No. LA-0667004

VILLAGE OF ESTERO
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BOULEVARD

REVISIONS

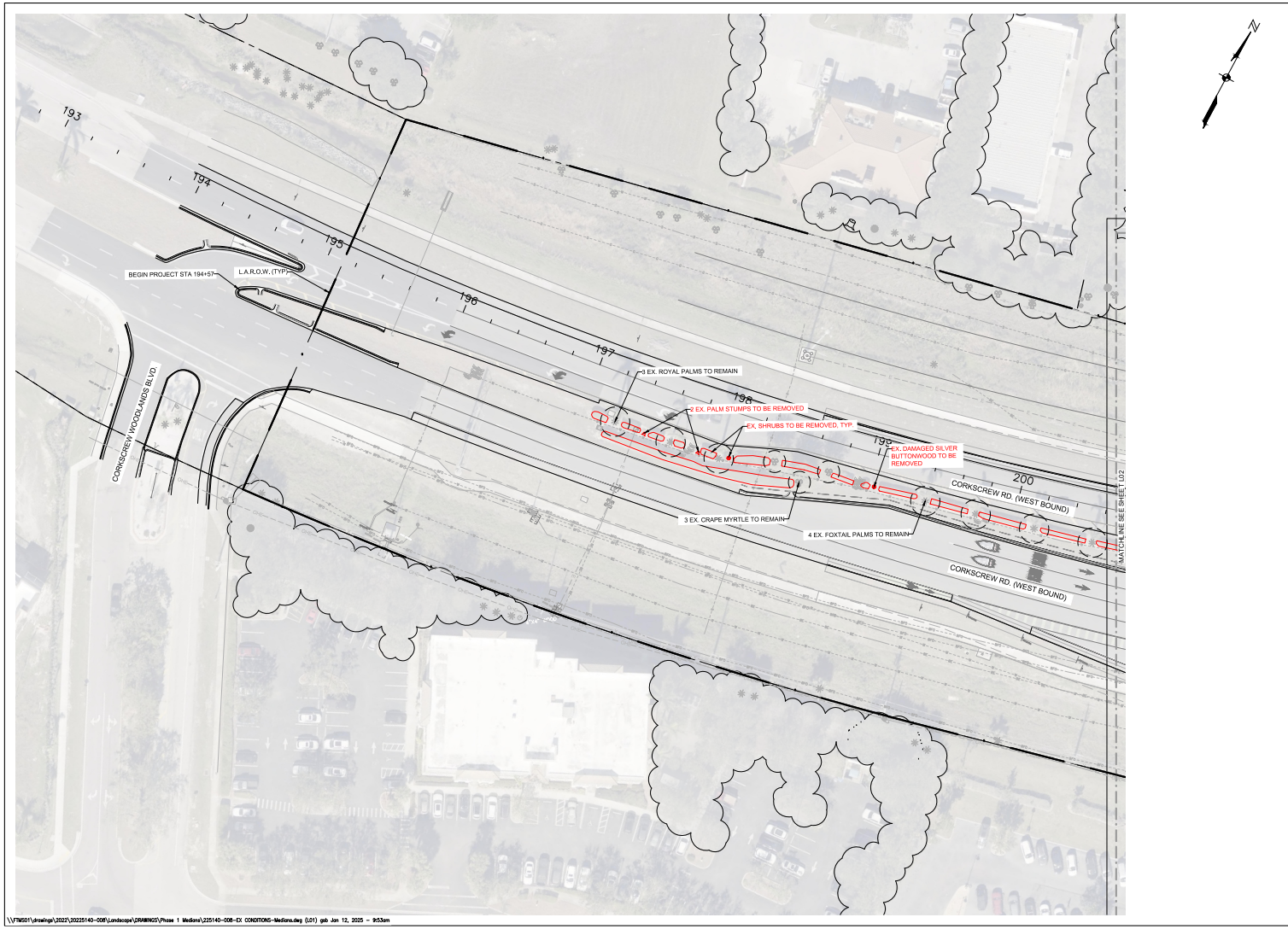
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GENERAL NOTES

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

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FL License No. LA-6667004

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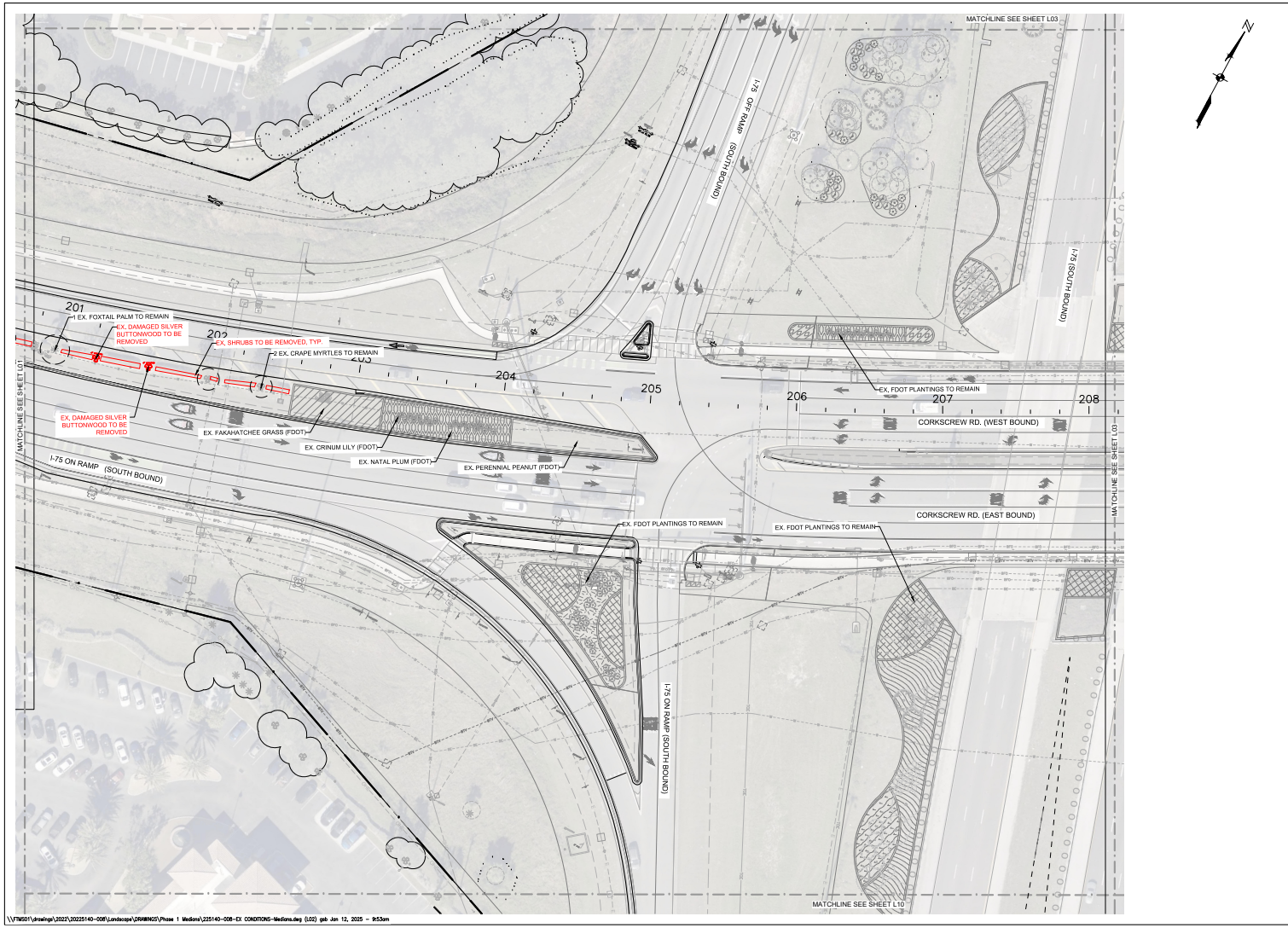
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EXISTING
CONDITIONS-DEMO
PLANS

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

JEFFREY WAGLE, PLA
FL License No. LA-0001504

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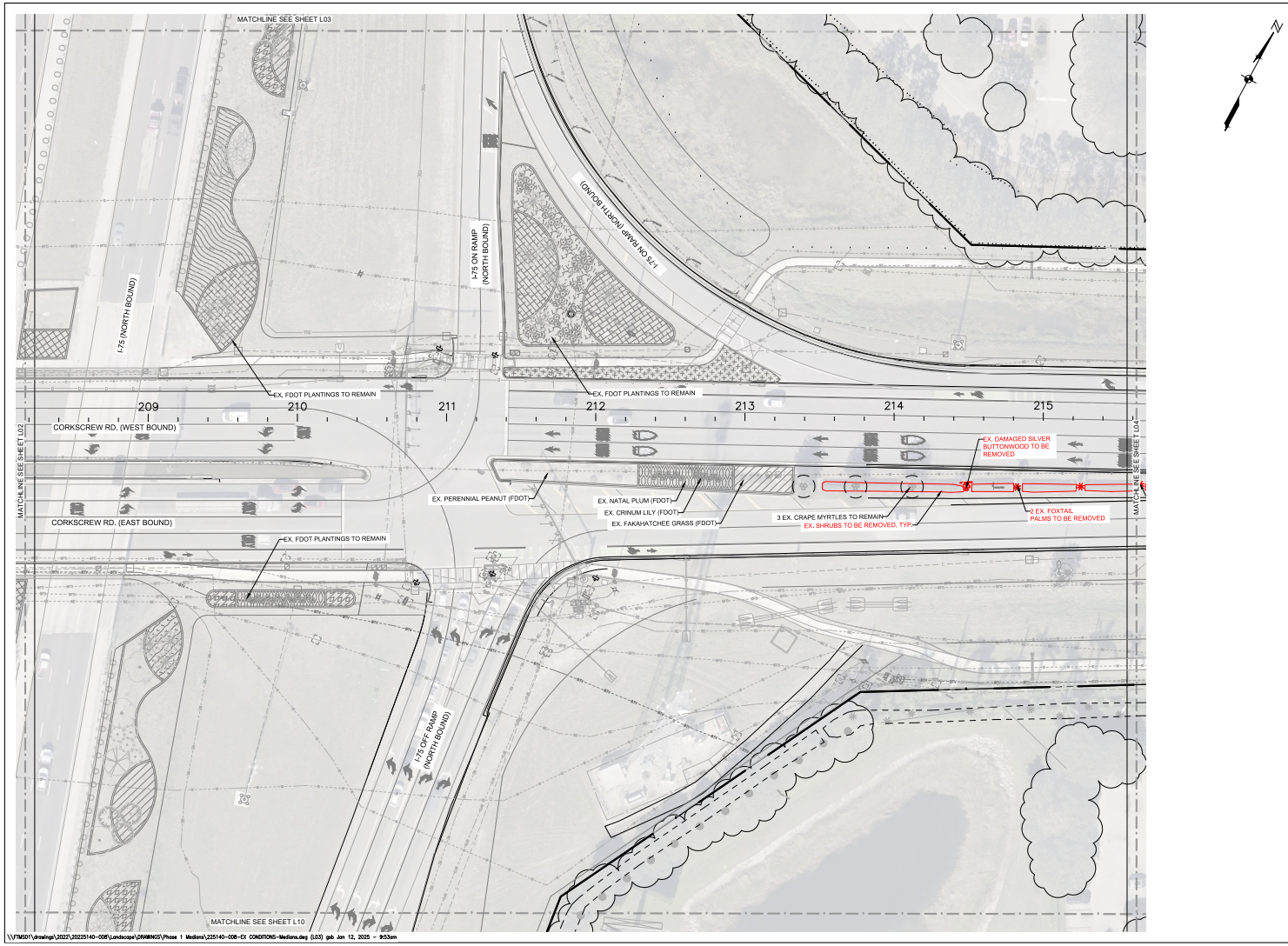
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PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

EXISTING
CONDITIONS-DEMO
PLANS

SHEET NUMBER
L02



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

JEFFREY WAGLE, PLA
Fl. License No. LA-6667004

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

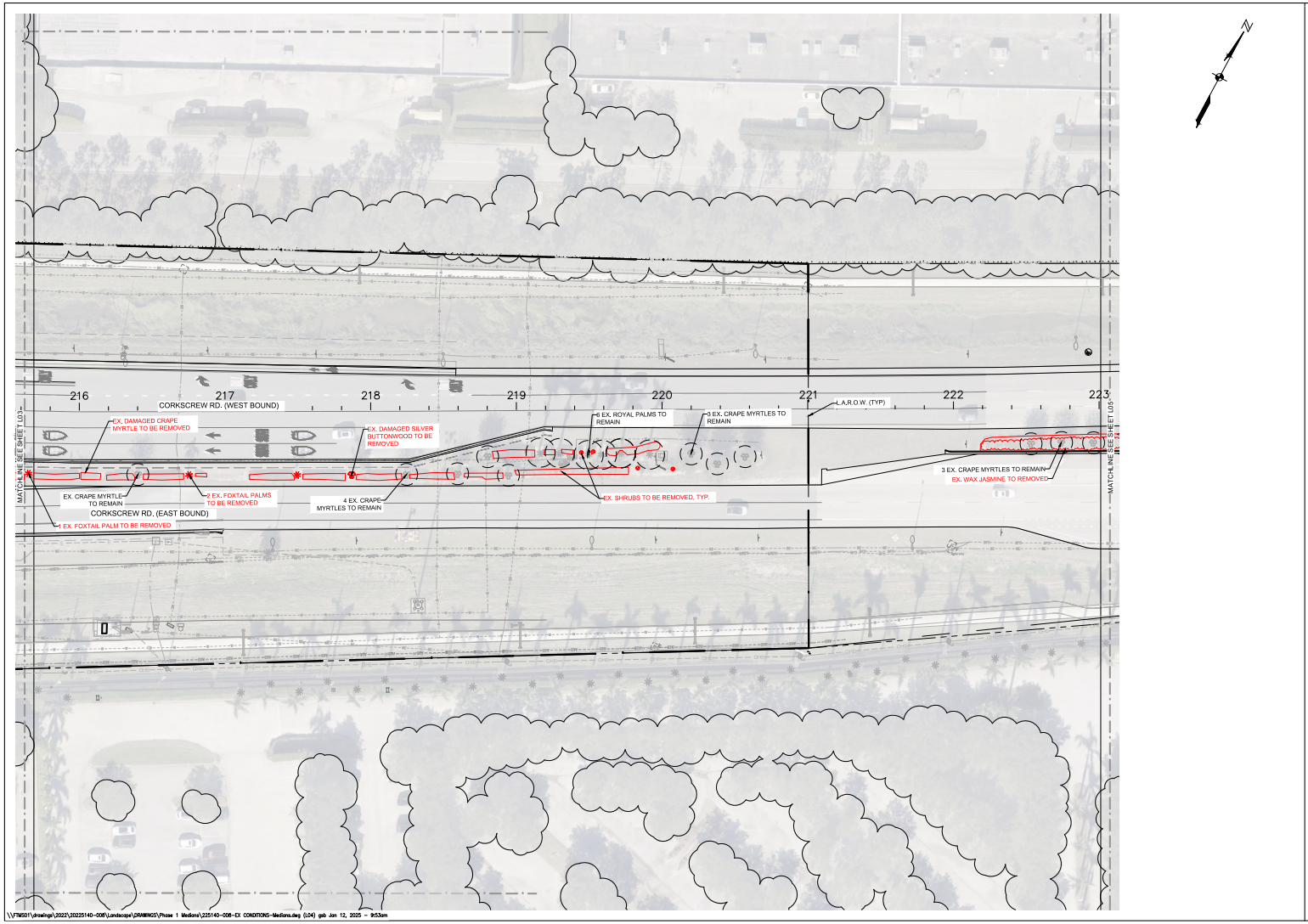
REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

EXISTING
CONDITIONS-DEMO
PLANS

SHEET NUMBER
L03



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FL License No. LA-0667059

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DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
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BOULEVARD

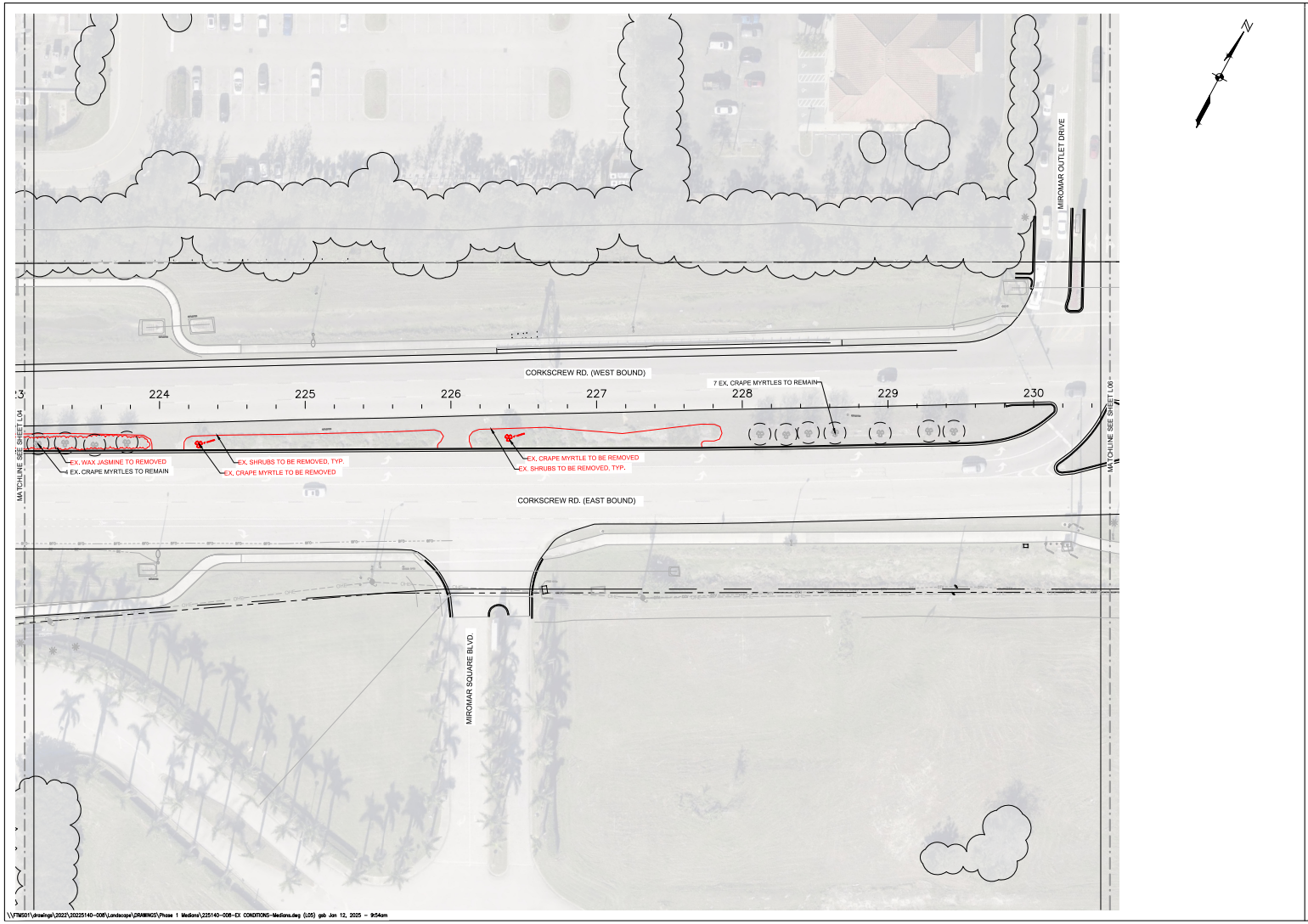
REVISIONS

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DATE: NOVEMBER, 2024
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FILE NO. 00-00-00
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EXISTING CONDITIONS-DEMO PLANS

SHEET NUMBER
L04



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2122 JOHNSON STREET
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FORT MYERS, FLORIDA 33902-1550
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E.B. #642 & L.B. #642

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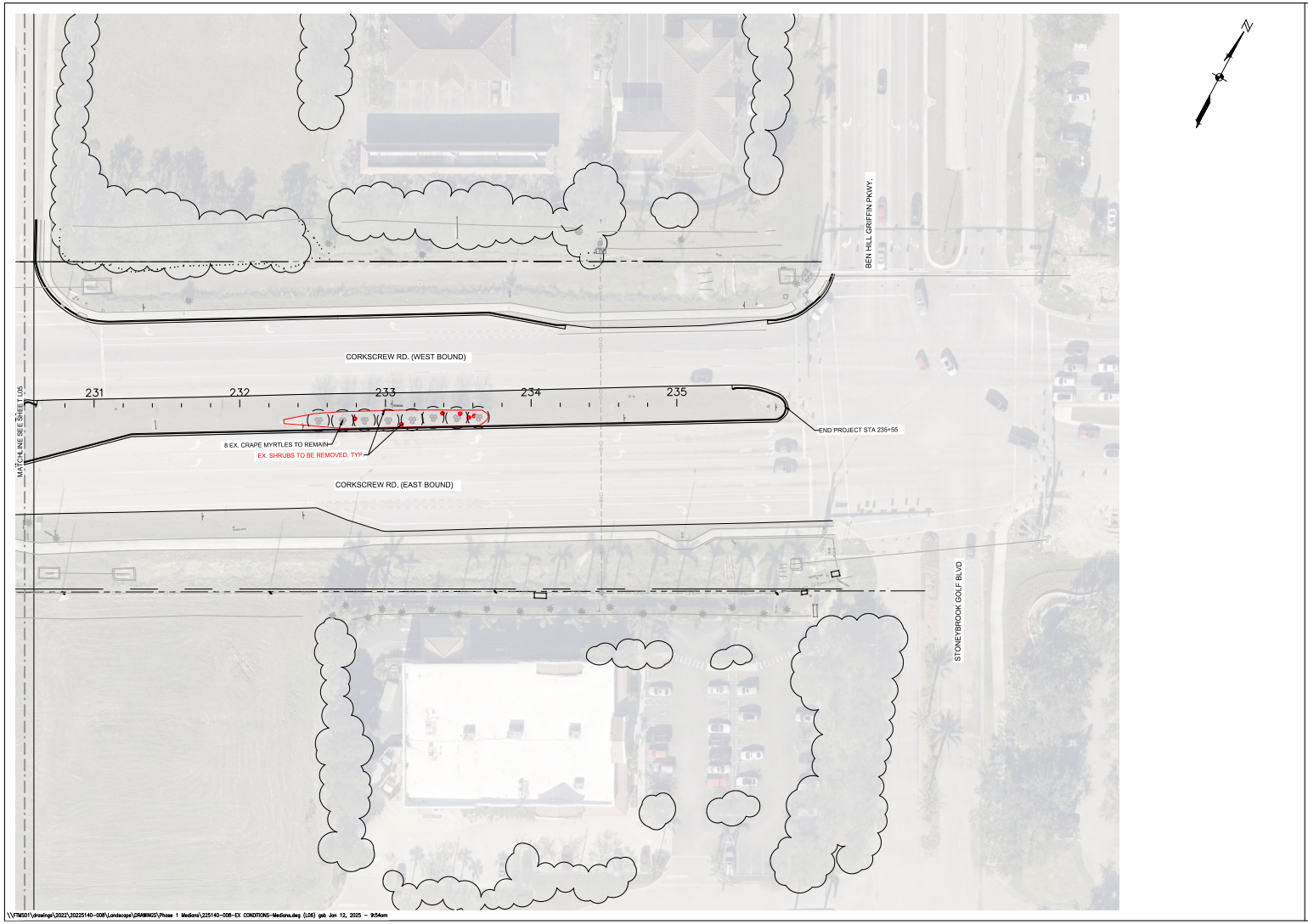
REVISIONS

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EXISTING
CONDITIONS-DEMO
PLANS

SHEET NUMBER
L05



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2122 JOHNSON STREET
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FORT MYERS, FLORIDA 33902-1550
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E.B. #642 & L.B. #642

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DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
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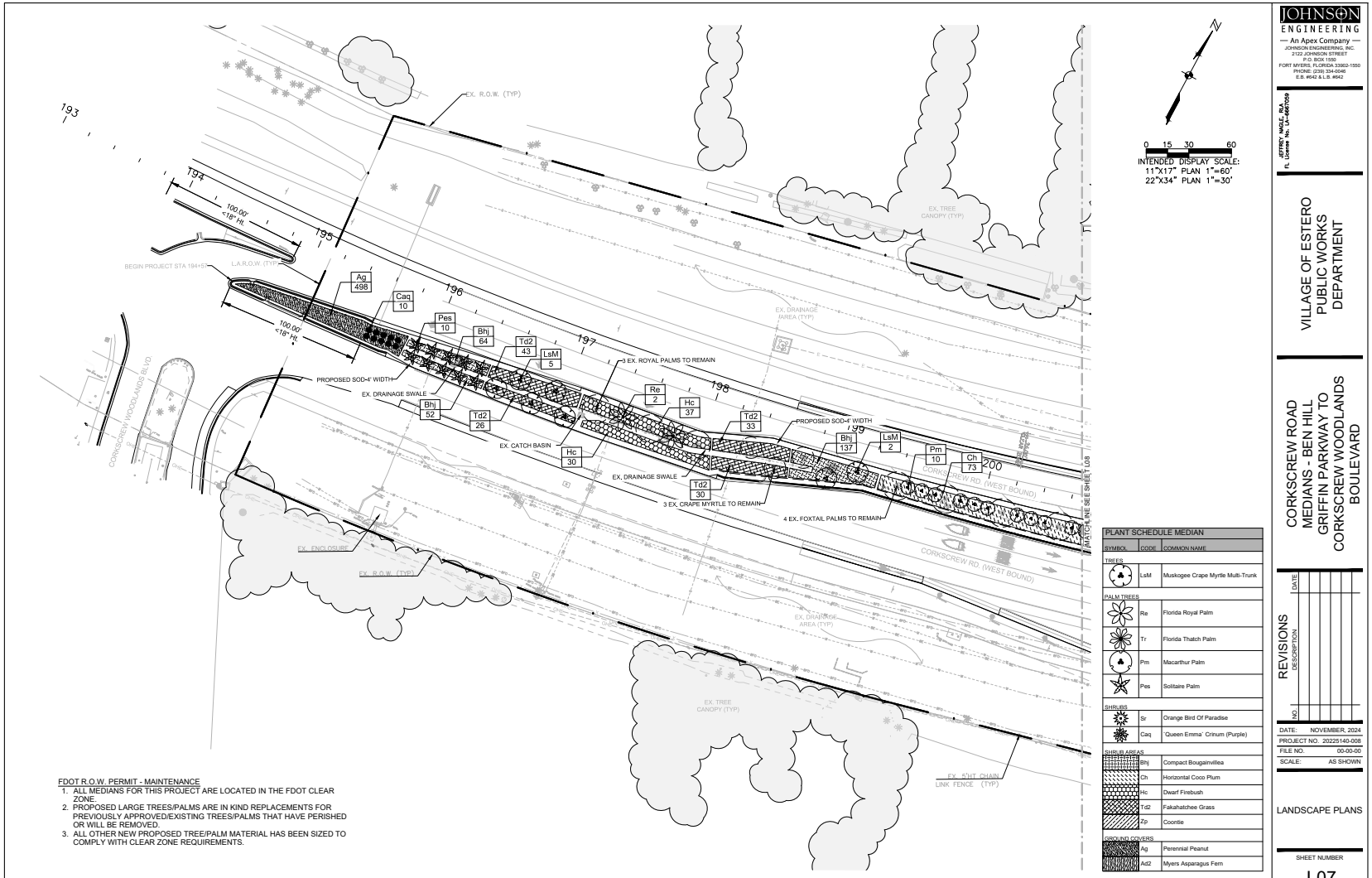
REVISIONS

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EXISTING
CONDITIONS-DEMO
PLANS

SHEET NUMBER
L06



FDOT R.O.W. PERMIT - MAINTENANCE

1. ALL MEDIANS FOR THIS PROJECT ARE LOCATED IN THE FDOT CLEAR ZONE.
2. PROPOSED LARGE TREES/PALMS ARE IN KIND REPLACEMENTS FOR PREVIOUSLY APPROVED/EXISTING TREES/PALMS THAT HAVE PERISHED OR WILL BE REMOVED.
3. ALL OTHER NEW PROPOSED TREE/PALM MATERIAL HAS BEEN SIZED TO COMPLY WITH CLEAR ZONE REQUIREMENTS.

\\FTMS01\drawings\2022\20225140-008\Landscape\DRAWINGS\Phase 1 Medians\225140-008-LSP Medians.dwg (L07) gab Jan 12, 2025 - 9:55am

PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	'Queen Emma' Crinum (Purple)
SHRUB AREAS		
	Bhj	Compact Bougainvillea
	Ch	Horizontal Coco Plum
	Hc	Dwarf Firebush
	Td2	Fakahatchee Grass
	Zp	Coontie
GROUND COVERS		
	Ag	Perennial Peanut
	Ad2	Myers Asparagus Fern

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— An Apex Company —
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642
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FL License No. LA-6667259

VILLAGE OF ESTERO
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CORKSCREW ROAD
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BOULEVARD

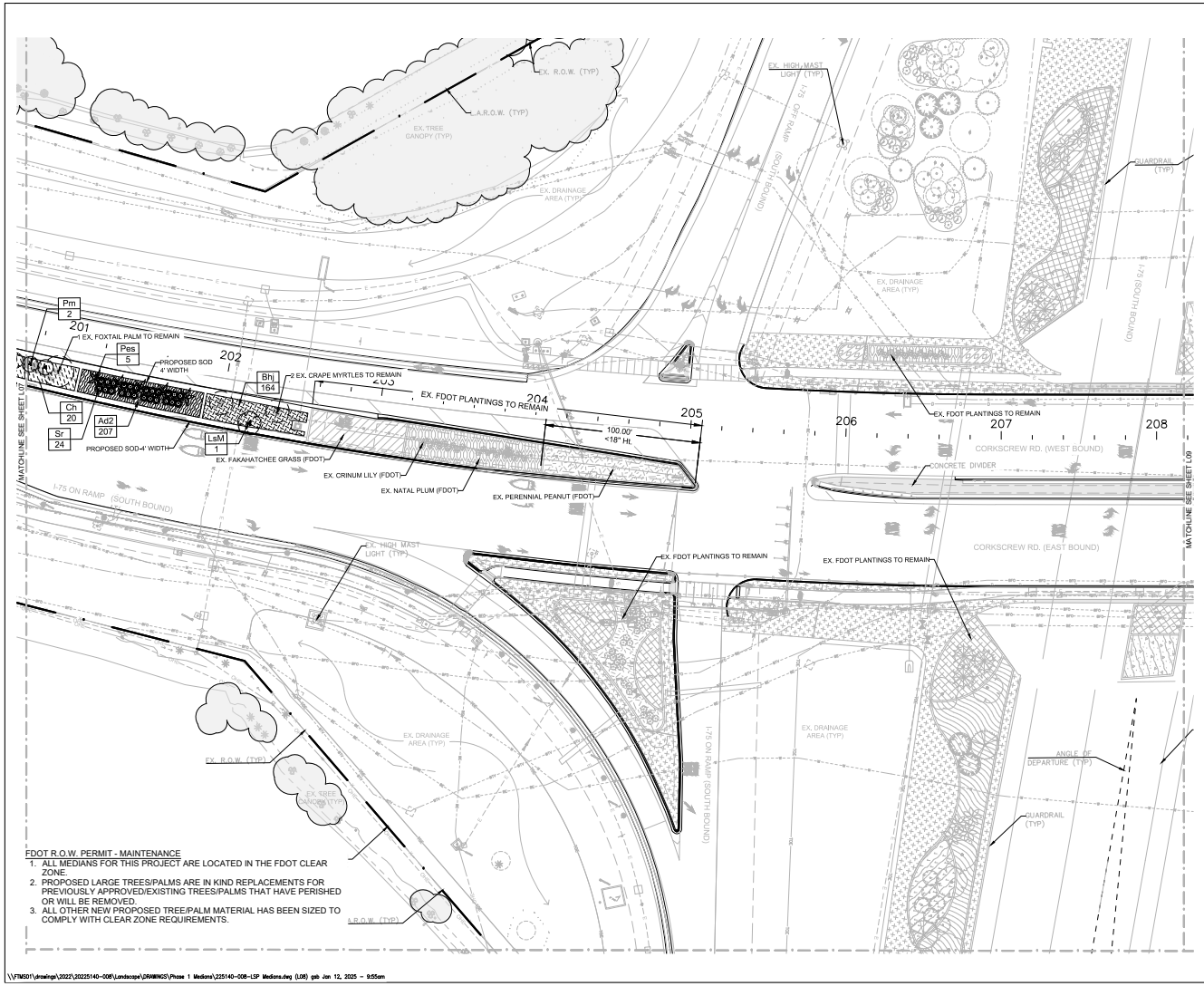
REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
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SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L07



FDOT R.O.W. PERMIT - MAINTENANCE

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3. ALL OTHER NEW PROPOSED TREE/PALM MATERIAL HAS BEEN SIZED TO COMPLY WITH CLEAR ZONE REQUIREMENTS.

PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	'Queen Emma' Crinum (Purple)
SHRUB AREAS		
	Bhj	Compact Bougainvillea
	Ch	Horizontal Coco Plum
	Hc	Dwarf Firebush
	Tri2	Fakahatchee Grass
	Zp	Coontie
GROUND COVERS		
	Ag	Perennial Peanut
	Ad2	Myers Asparagus Fern

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JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642
JEFFREY WAGLE, PLA
Fl. License No. LA-6667004

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CORKSCREW ROAD
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REVISIONS

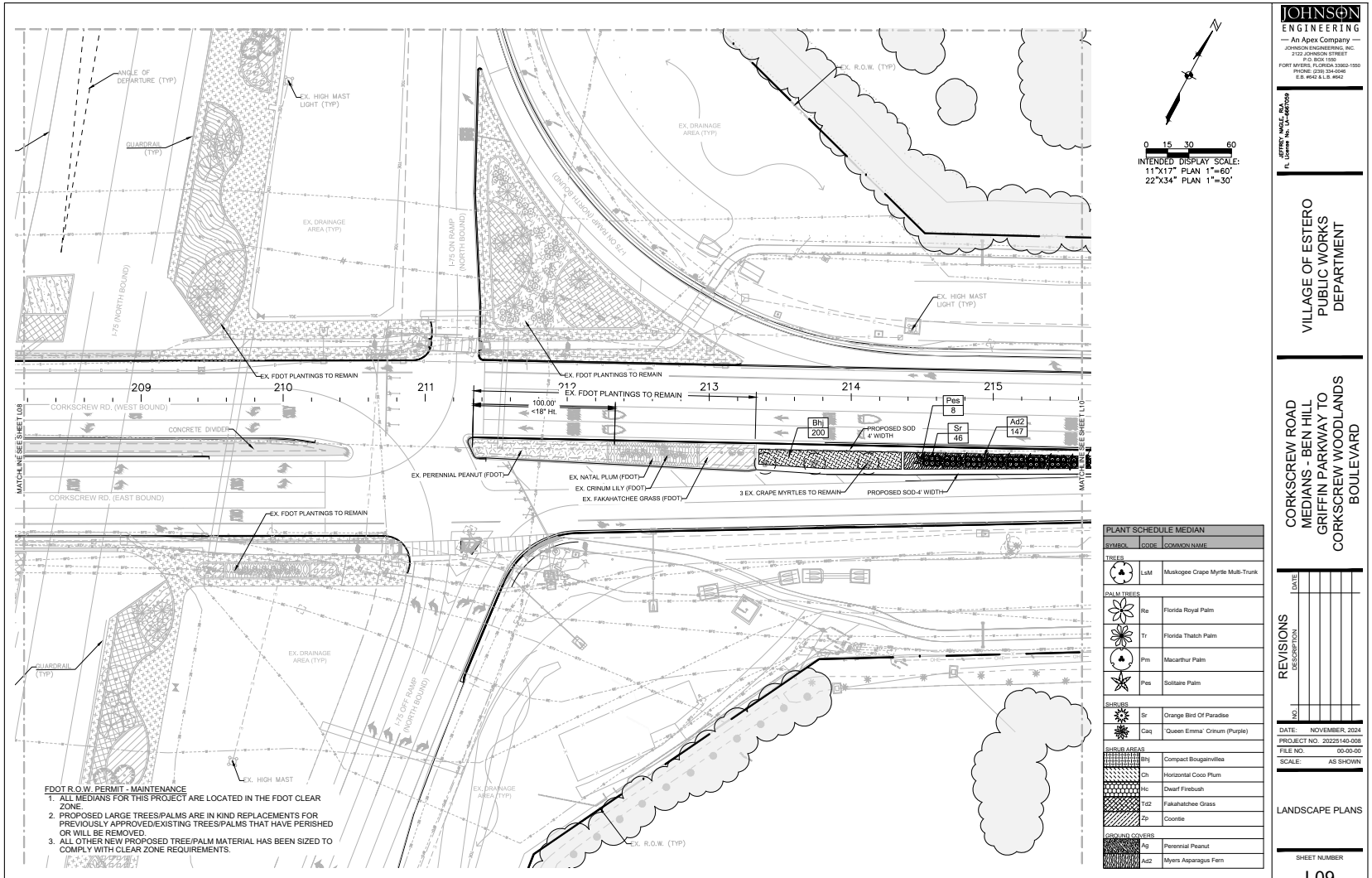
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PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L08

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PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	`Queen Emma` Crinum (Purple)
SHRUB AREAS		
	Bh	Compact Bougainvillea
	Ch	Horizontal Coco Plum
	Hc	Dwarf Firebush
	Tfd2	Fakahatchee Grass
	Zp	Coontie
GROUND COVERS		
	Ag	Perennial Peanut
	Ad2	Myers Asparagus Fern

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2122 JOHNSON STREET
P.O. BOX 1550
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E.B. #642 & L.B. #642
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FL License No. LA-0667559

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REVISIONS

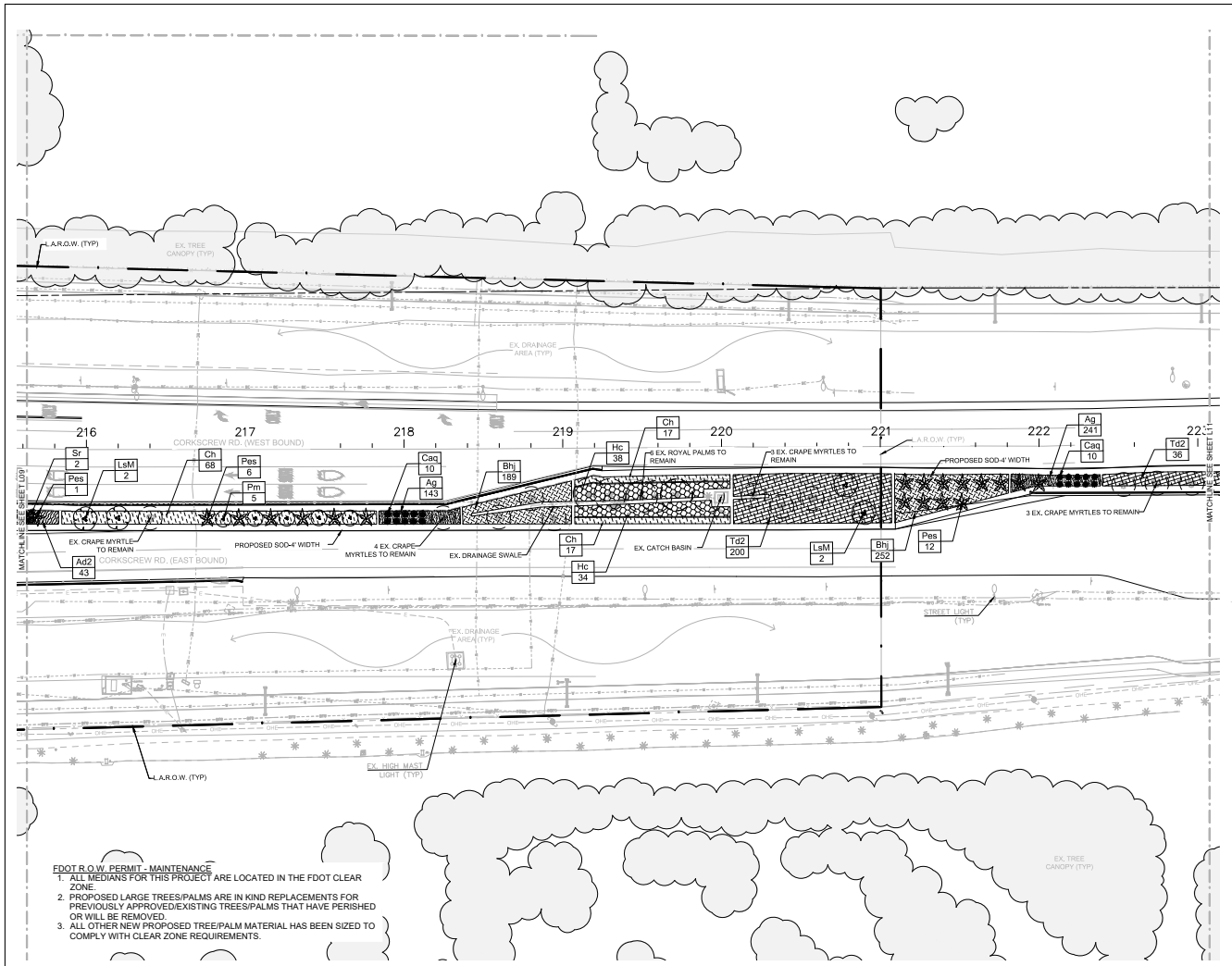
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DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
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SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L09

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PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	`Queen Emma` Crinum (Purple)
SHRUB AREAS		
	Bhj	Compact Bougainvillea
	Ch	Horizontal Coco Plum
	Hc	Dwarf Firebush
	Td2	Fakahatchee Grass
	Zp	Coontie
GROUND COVERS		
	Ag	Perennial Peanut
	Ad2	Myers Asparagus Fern

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2122 JOHNSON STREET
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VILLAGE OF ESTERO
PUBLIC WORKS
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CORKSCREW ROAD
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REVISIONS

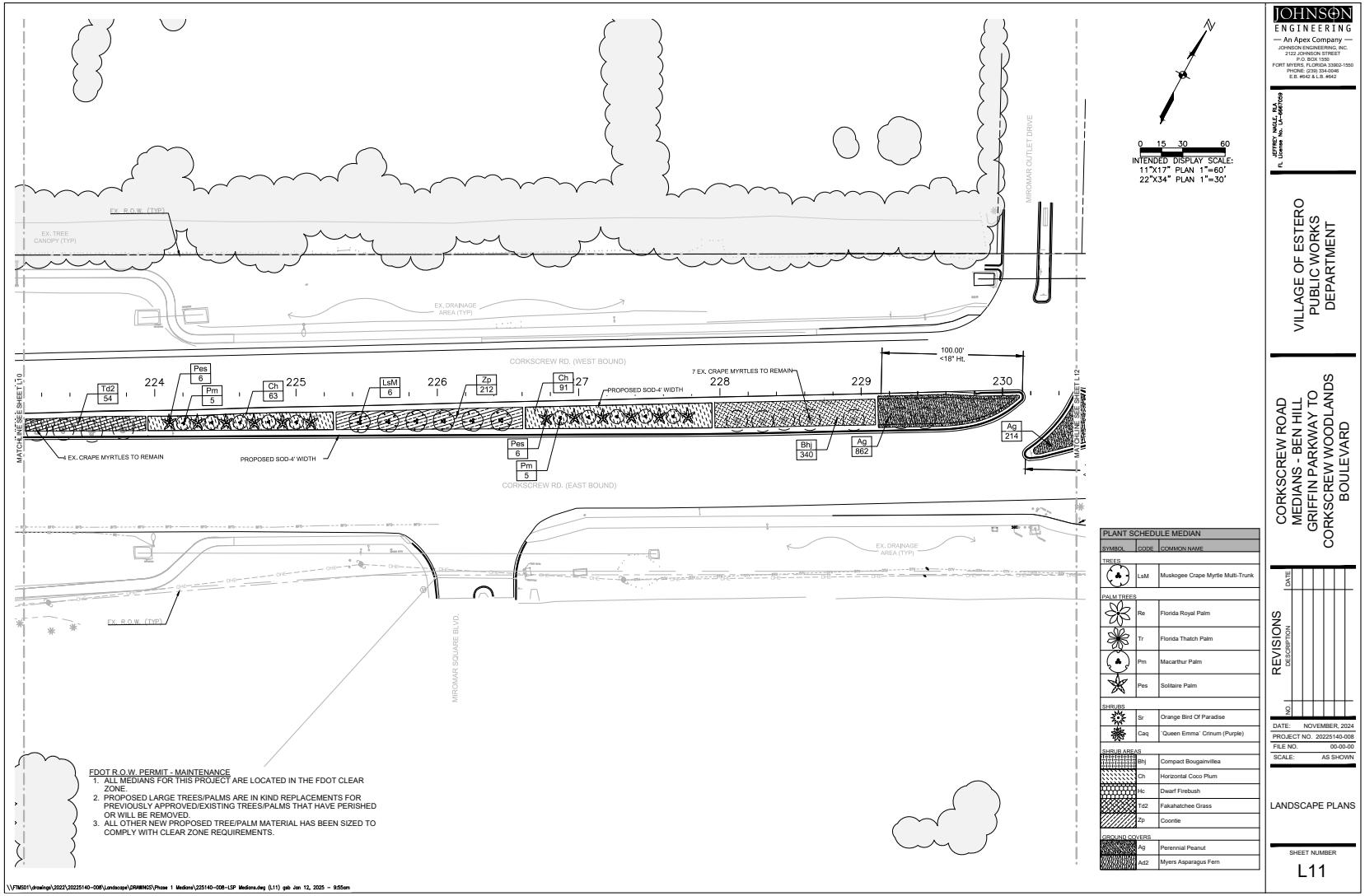
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FILE NO. 00-00-00
SCALE: AS SHOWN

LANDSCAPE PLANS

SHEET NUMBER
L10

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PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	'Queen Emma' Crinum (Purple)
SHRUB AREAS		
	Bhj	Compact Bougainvillea
	Ch	Horizontal Coco Plum
	Hc	Dwarf Firebush
	Td2	Fakahatchee Grass
	Zp	Coontie
GROUND COVERS		
	Ag	Perennial Peanut
	Ad2	Myers Asparagus Fern

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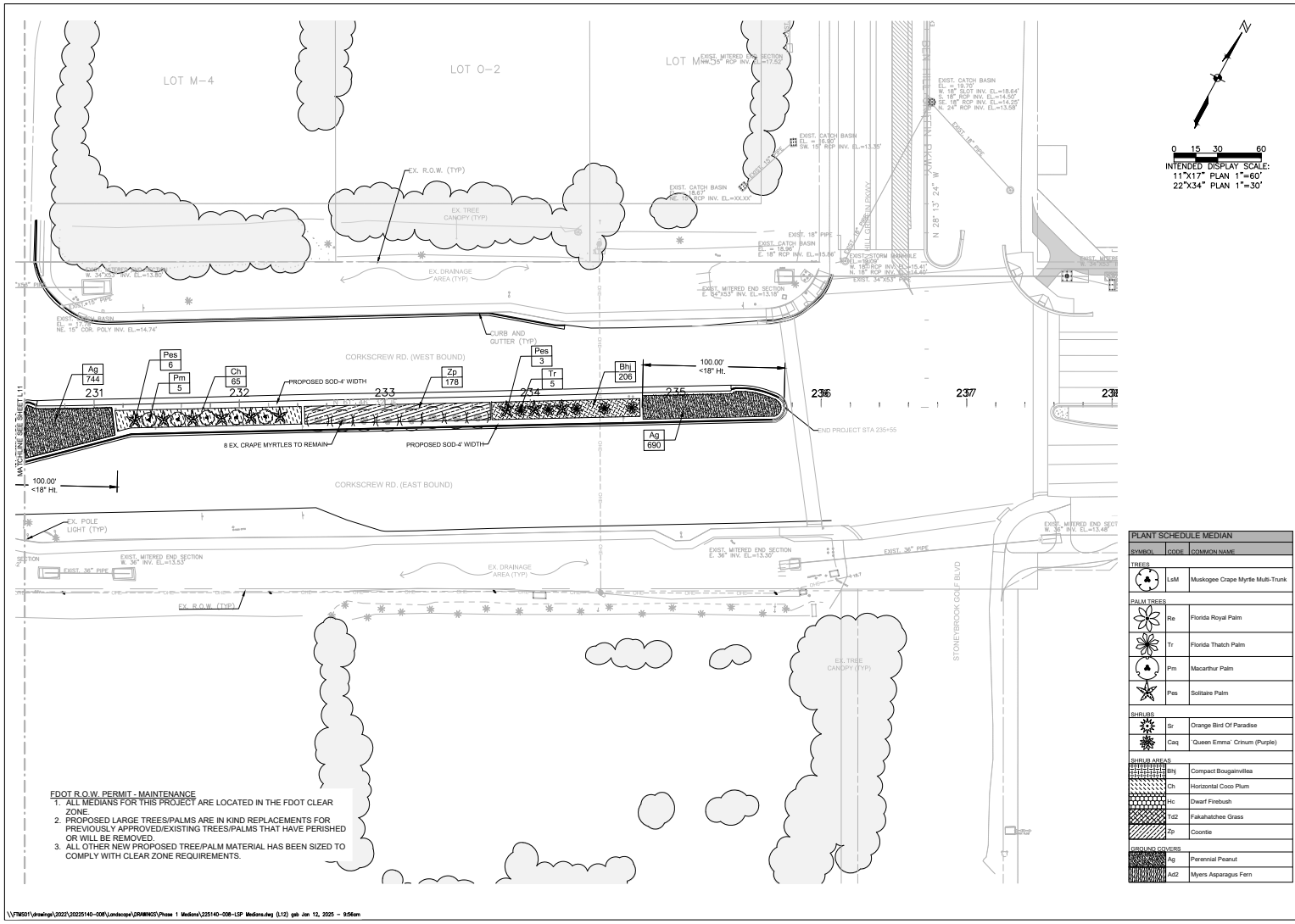
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LANDSCAPE PLANS

SHEET NUMBER
L11



FDOT R.O.W. PERMIT - MAINTENANCE

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PLANT SCHEDULE MEDIAN

SYMBOL	CODE	COMMON NAME
TREES		
	LsM	Muskogee Crape Myrtle Multi-Trunk
PALM TREES		
	Re	Florida Royal Palm
	Tr	Florida Thatch Palm
	Pm	Macarthur Palm
	Pes	Solitaire Palm
SHRUBS		
	Sr	Orange Bird Of Paradise
	Caq	'Queen Emma' Crinum (Purple)
SHRUB AREAS		
	Bhj	Compact Bougainvillea
	Ch	Horizontal Coco Plum
	Hc	Dwarf Firebush
	Tr2	Fakahatchee Grass
	Zp	Coontie
GROUND COVERS		
	Ag	Perennial Peanut
	Ad2	Myers Asparagus Fern

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VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

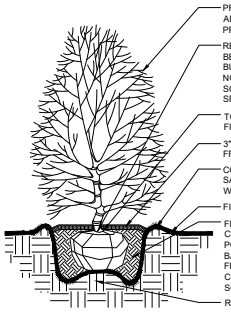
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LANDSCAPE PLANS

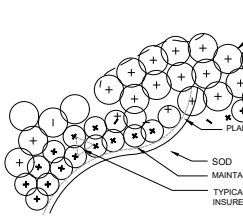
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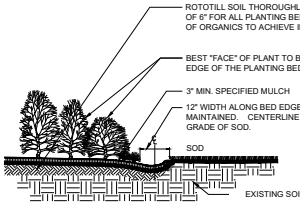
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TYPICAL SHRUB PIT PLANTING

N.T.S.





TYPICAL SHRUB BED PLANTING

N.T.S.

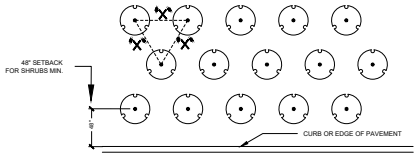
PLANT SCHEDULE MEDIAN							
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	SIZE	SPACING	REMARKS
TREES							
	LsM	18	Lagerstroemia indica x fauriei 'Muskogee'	Muskogee Crape Myrtle Multi-Trunk	16' OA, 3-5 Trunks, Field Grown		Non-Native
PALM TREES							
	Pes	63	Ptychosperma elegans	Solitaire Palm	12` Ct		Non-Native
	Pm	32	Ptychosperma macarthurii	Macarthur Palm	8' Ht, 8-10 Trunks		Non-Native
	Re	2	Roystonea elata	Florida Royal Palm	6' GW		Native
	Tr	5	Thrinax radiata	Florida Thatch Palm	8' OA		Native
SHRUBS							
	Caq	30	Crinum augustum `Queen Emma`	`Queen Emma` Crinum (Purple)	7 Gal., 36" Ht.	48" o.c.	Non-Native
	Sr	72	Strelitzia reginae	Orange Bird Of Paradise	7 gal, 24" Ht	60" o.c.	Non-Native
SHRUB AREAS							
	Bhj	1,604	Bougainvillea x `Helen Johnson`	Compact Bougainvillea	3 Gal	30" o.c.	Non-Native
	Ch	414	Chrysobalanus icaco 'Horizontalis'	Horizontal Coco Plum	3 Gal., 18" Ht.	60" o.c.	Native
	Hc	139	Hamelia patens 'Compacta'	Dwarf Firebush	3 Gal., 24" Ht.	60" o.c.	Native
	Td2	422	Tripsacum dactyloides	Fakahatchee Grass	1 Gal., 12" Ht	48" o.c.	Native
	Zp	390	Zamia pumila	Coontie	3 Gal, 12" Ht	36" o.c.	Native
GROUND COVERS							
	Ag	3,346	Arachis glabrata 'Eco Turf'	Perennial Peanut	1 gal	18" o.c.	Non-Native
	Ad2	397	Asparagus densiflorus 'Myers'	Myers Asparagus Fern	1 Gal., 12" Ht	24" o.c.	Non-Native

NOTICE TO ALL CONTRACTORS

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

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

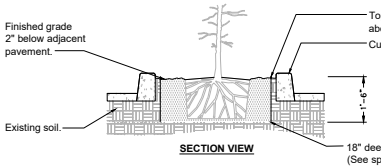
BEFORE YOU DIG STOP CALL SUNSHINE 1-800-432-4770



Note:
For TRIANGULAR planting patterns, the distance between plants within and between rows equals "X".
All shrubs and groundcover masses to use triangular spacing except where noted otherwise. Refer to plant schedule for individual plant spacing "X".

PLANT SPACING (TYP.)

N.T.S.



Notes:
1- Root barriers shall be installed per manufacturer's specifications and recommendations.
2- Root barriers shall be installed when root ball is located within 10' of pavement or utilities.

ROOT BARRIERS

N.T.S.

\\FTM501\drawings\2022\20225140-008\Landscape\DRAWINGS\Phase 1 Medians\225140-008-LS DETAILS-Medians.dwg (L13) gab Jan 12, 2025 - 9:56am

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VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

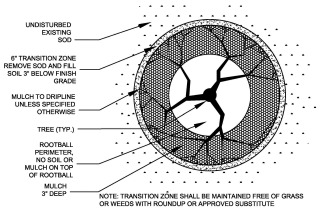
REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

LANDSCAPE DETAILS

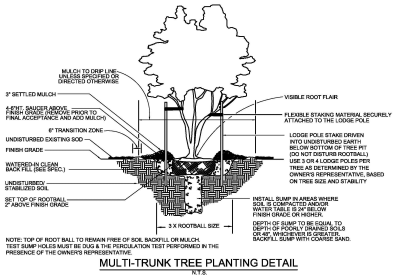
SHEET NUMBER
L13



TREE MULCHING DETAIL
N.T.S.

LANDSCAPE MAINTENANCE

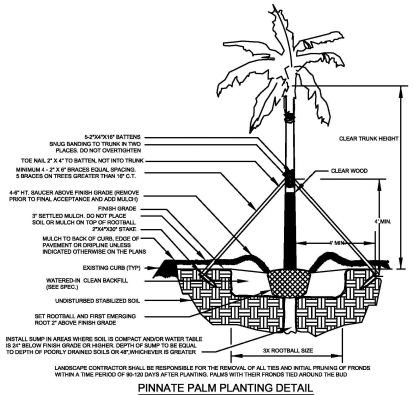
1. ALL INSTALLED PLANTINGS (NOT INCLUDING PROPOSED TREE REPLACEMENTS FOR PREVIOUSLY EXISTING TREES) SHALL BE MAINTAINED IN COMPLIANCE WITH FDOT GREENBOOK "LATERAL OFFSET" OR CLEAR ZONE REQUIREMENTS AND "SIGHT DISTANCE" REQUIREMENTS WHERE APPLICABLE.
2. LATERAL OFFSET: ALL INSTALLED SINGLE AND MULTI-TRUNK TREES SHALL BE MAINTAINED WITH A 4 INCH CALIPER (MEASURED AT 12 INCHES ABOVE GRADE) OR LESS. INSTALLED TREE TRUNKS MEASURING GREATER THAN 4 INCHES IN CALIPER SHALL BE REMOVED FOR FDOT COMPLIANCE.
3. SIGHT DISTANCE: ALL INSTALLED PLANT FOLIAGE SHALL BE MAINTAINED NO HIGHER THAN 24 INCHES (MEASURED FROM TOP OF EXISTING CURB) AND CANOPY TREE BRANCHES SHALL BE MAINTAINED NO LOWER THAN 8.5 FEET (MEASURED AT FINAL GRADE) WITHIN A SIGHT DISTANCE LINE FOR FDOT COMPLIANCE (REFER TO GREENBOOK FIGURE 212.11.2 WINDOW DETAIL)



NOTE: TOP OF ROOT BALL TO REMAIN FREE OF SOIL BACKFILL OR MULCH. TEST SUMP HOLES MUST BE DUG & THE PERCOLATION TEST PERFORMED IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE.

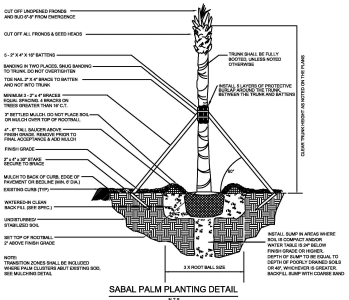
MULTI-TRUNK TREE PLANTING DETAIL
N.T.S.

LANDSCAPE TECHNICAL MANAGEMENT PLAN	
THE ACTIVITIES AND FREQUENCIES SHOWN REPRESENT THE MINIMUM REQUIREMENTS.	
MOWING: N/A	N/A; MOWING NOT APPLICABLE
WATERING:	WATER PLANT MATERIAL TO MAINTAIN HEALTH AND VIGOR.
LITTER REMOVAL:	PERFORM LITTER REMOVAL WITHIN THE ENTIRE PROJECT LIMITS AS SHOWN ON PROJECT PLANS.
EDGING:	MECHANICAL EDGING SHALL BE USED TO MAINTAIN EDGE OF PLANTING AREAS. CHEMICAL HERBICIDE EDGING MAY BE USED ON TREE RINGS AND PLANTING BEDS.
WEEDING:	MAINTAIN TREE RINGS AND BEDS 90% WEED FREE AT ALL TIMES. ERADICATE FLORIDA EXOTIC PEST PLANT COUNCIL CATEGORY ONE INVASIVE PLANT SPECIES AND THEIR SEEDS, AND VINES.
CHEMICAL APPLICATIONS:	INSPECT ALL PALMS AND TREES FOR PEST INFESTATION AND DISEASE ON A MONTHLY BASIS, CHECKING FOR THE PRESENCE FOR INSECTS, GRUBS, MITES, FUNGUS, MOLD, ETC. APPLY FUNGICIDE AND PESTICIDES PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES AS REQUIRED.
WATER SAUCERS, STAKES AND GUYS:	CONTINUOUSLY MONITOR AND REPAIR WATER SAUCERS. MAINTAIN TREES AND PALMS UPRIGHT, WITH STAKES/GUYS. INSPECT AND ADJUST STAKES AND GUYS TO ENSURE STABILITY AND PLUMB CONDITION OF TREES AND PALMS.
FERTILIZATION OF TREES, PALMS AND OTHER PLANTS AND VEGETATION	FERTILZE TREES AND PALMS AS NEEDED TO PREVENT NUTRITIONAL DEFICIENCIES, TO PROMOTE GROWTH , AND MAINTAIN A HEATHY APPEARANCE. FERTILIZER SHOULD CONTAIN MACRONUTRIENTS AND MICRONUTRIENTS IN A CONTROLLED RELEASED FORM APPLIED AS PER MANUFACTURER'S RECOMMENDATIONS FOR APPLICATION METHODS AND RATES.
MULCH:	MAINTAIN A MINIMUM OF THREE (3) INCHES DEPTH OF MULCH MATERIAL FOR ALL PLANT AREAS AS SHOW IN THE PLANS. MULCH THREE (3) FEET AROUND THE TRUNK OF ALL TREES AND PALMS. INSPECT PLANTED AREAS AFTER MAJOR RAIN EVENTS AND CORRECT MULCH DEFICIENCIES. MAINTAIN MULCH TO NOT EXCEED FOUR (4) INCHES IN DEPTH. SEE LANDSCAPE PLANS FOR LOCATIONS OF APPLICATIONS.
PRUNING:	PRUNE AS REQUIRED TO MAINTAIN HORIZONTAL CLEARANCE PER FDOT FDM (FLORIDA DESIGN MANUAL) AND MRP (MAINTENANCE RATING PROGRAM) STANDARDS, AND TO MAINTAIN STRUCTURAL INTEGRITY. MAINTAIN CLEARANCE SO THERE IS NO ENCROACHMENT OF TREES, PALMS. TREE LIMBS, PALM FRONDS OR VEGETATION IN OR OVER THE TRAVEL WAY, GUARDRAIL OR CLEAR ZONE, LOWER THAN 14.5 FEET OR LOWER THAN 10 FEET OVER SIDEWALKS, BIKE, OR MULTIUSE PATHS. NO VEGETATION SHALL VIOLATE THE CLEARANCE REQUIREMENT. TREES: REMOVE ALL SUCKERS, DEAD, DISEASED OR BROKEN BRANCHES. PALMS: PRUNE AS REQUIRED TO REMOVE BROKEN OR DEAD FRONDS AND ALL FLOWER/SEED STALKS. FLOWER/SEED STALKS SHALL BE REMOVED PRIOR TO DROPPING OF SEEDS, NUTS, OR PRODUCTION OF FRUIT. ALL LANDSCAPE MATERIAL SHALL BE INSTALLED AND MAINTAINED IN A MANNER WHEREBY TRAFFIC CONTROL SIGNAGE, CAMERAS AND DEVICES ARE VISIBLE TO MOTORISTS AND PEDESTRIANS AT ALL TIMES.
TURF: N/A	N/A

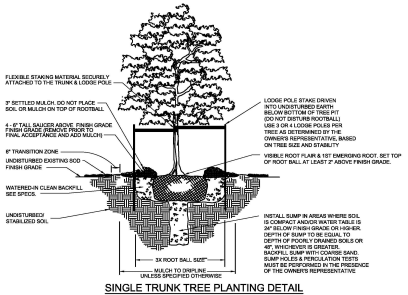


LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TIES AND INITIAL PRUNING OF FRONDS WITHIN A TIME PERIOD OF 90-120 DAYS AFTER PLANTING. PALMS WITH THEIR FRONDS TIED AROUND THE BUD

PINNATE PALM PLANTING DETAIL
N.T.S.



SABAL PALM PLANTING DETAIL
N.T.S.



SINGLE TRUNK TREE PLANTING DETAIL
N.T.S.

NOTICE TO ALL CONTRACTORS
1. IT'S THE LAW IN FLORIDA
2. BUSINESS DAYS BEFORE YOU DIG!
CALL SUNSHINE
1-800-432-4770
STATE, COUNTIES & CITIES ARE "NOT" PART OF THE ONE CALL SYSTEM THEY MUST BE "CALLED INDIVIDUALLY."

BEFORE YOU DIG STOP CALL SUNSHINE 1-(800)-432-4770

\\FTMS01\drawings\2022\20225140-008\Landscape\DRAWINGS\Phase 1 Medians\225140-008-LS DETAILS-Medians.dwg (L14) gab Jan 12, 2025 - 9:56am

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

JEFFREY WAGLE, PLA
FL License No. LA-6667559

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
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SCALE: AS SHOWN

LANDSCAPE DETAILS & LANDSCAPE TECHNICAL MANAGEMENT PLAN

SHEET NUMBER
L14

GENERAL NOTES

1. SCOPE OF WORK

A. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

B. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S REPRESENTATIVE.

C. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS

2. QUALITY ASSURANCE:

THE CONTRACTOR SHALL PROVIDE SUBSTANTIAL PROOF TO THE OWNER OR OWNER'S REPRESENTATIVE THAT HE / SHE HAS A MINIMUM OF 5 YEARS EXPERIENCE IN THE FIELD OF LANDSCAPE CONTRACTING WITH PROJECTS OF SIMILAR SCOPE. THE CONTRACTOR MUST SUPPLY AT ALL TIMES ON SITE WHEN WORK IS BEING PERFORMED A QUALIFIED SUPERVISOR WITH A MINIMUM OF 18 MONTHS FIELD EXPERIENCE. ALCA LANDSCAPE CERTIFICATIONS CAN SUBSTITUTE IN LIEU OF THE EXPERIENCE REQUIREMENT AT THE OWNER OR OWNER REPRESENTATIVE'S DISCRETION.

3. PROTECTION OF EXISTING STRUCTURES

A. ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

B. THE CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL TRADES SO AS TO AVOID ANY CONFLICT WITH THE EXECUTION OF WORK BY OTHERS. OWNER SHALL NOT BE RESPONSIBLE FOR THE DAMAGE TO PLANT MATERIALS CAUSED BY OTHER TRADES OR SUBCONTRACTORS.

4. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE DEFORMED AND/ OR UNSIGHTLY SHALL BE REPLACED AT THE CONTRACTOR'S COST AND NO ADDITIONAL COST TO THE OWNER.

5. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE OWNER OR OWNER'S REPRESENTATIVE SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. THE CONTRACTOR SHALL VERIFY ALL QUANTITIES ON THE DRAWINGS PRIOR TO BIDDING. ALL QUANTITIES ON THE DRAWINGS ARE PROVIDED FOR CONVENIENCE ONLY. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE.THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO RELOCATE/ REPOSITION ANY PLANTS AS SITE CONDITIONS MAY DICTATE DURING CONSTRUCTION.

6. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT, AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE.

7. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER'S REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND IRRIGATION MAINTENANCE FOR THE PERIOD SPECIFIED IN THE CONTRACT, COMMENCING AFTER ACCEPTANCE.

8. LAWN MAINTENANCE

A. WITHIN THE PROJECT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER OR OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

9. FINAL INSPECTION AND ACCEPTANCE OF WORK

FINAL INSPECTION AT THE END OF THE WARRANTY PERIOD SHALL BE ON PLANTING, CONSTRUCTION AND ALL OTHER INCIDENTAL WORK PERTAINING TO THIS CONTRACT. ANY REPLACEMENT AT THIS TIME SHALL BE SUBJECT TO THE SAME ONE (1) YEAR WARRANTY (OR AS SPECIFIED OTHERWISE IN THE CONTRACT.), BEGINNING WITH THE TIME OF REPLACEMENT AND ENDING WITH THE INSPECTION AND ACCEPTANCE .

10. WARRANTY

A. THE LIFE AND SATISFACTORY CONDITION OF ALL PLANT MATERIAL (INCLUDING SOD) INSTALLED BY THE LANDSCAPE CONTRACTOR SHALL BE WARRANTED BY THE CONTRACTOR FOR A MINIMUM OF ONE (1) CALENDAR YEAR COMMENCING AT THE TIME OF CERTIFICATION OF ACCEPTABILITY BY THE OWNER OR OWNER'S REPRESENTATIVE.

B. REPLACEMENT: ANY PLANT NOT FOUND IN A HEALTHY GROWING CONDITION AT THE END OF THE WARRANTY PERIOD SHALL BE REMOVED FROM THE SITE AND REPLACED AS SOON AS WEATHER CONDITIONS PERMIT. ALL REPLACEMENTS SHALL BE PLANTS OF THE SAME KIND AND SIZE AS SPECIFIED IN THE PLANT LIST. PLANT MATERIAL SHALL BE FURNISHED PLANTED AND MULCHED AS SPECIFIED UNDER "PLANTING", AT NO ADDITIONAL COST TO THE OWNER.

C. THE CONTRACTOR IS ENCOURAGED TO VISIT THE PROJECT SITE PERIODICALLY DURING THE WARRANTY PERIOD TO EVALUATE MAINTENANCE PROCEDURES BEING PERFORMED AND SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE IN WRITING OF MAINTENANCE PROCEDURES OR CONDITIONS WHICH THREATEN VIGOROUS AND HEALTHY PLANT GROWTH. IT IS SUGGESTED SUCH SITE VISITS SHALL BE CONDUCTED A MINIMUM OF ONCE PER MONTH FROM THE DATE OF ACCEPTANCE.

PLANT SPECIFICATION NOTES

1. GENERAL

MATERIAL SAMPLES LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL, ON THE SITE OR AS OTHERWISE DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE. UPON SAMPLES' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SAMPLE SIZE
MULCH	ONE (1) CUBIC FOOT
PLANTING / TOPSOIL MIX	ONE (1) CUBIC FOOT (INCLUDING EXISTING SOILS REPORT)
PLANTS	ONE (1) PHOTO OF EACH VARIETY (OR TAGGED IN NURSERY)

2. PLANT MATERIALS

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. ALL PLANT SIZES SPECIFIED ARE CONSIDERED MINIMUM SIZES. NOMENCLATURE SHALL CONFORM WITH GRADES AND STANDARDS FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES. ALL PLANTS SHALL BE FLORIDA GRADE NO. 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE, UNLESS OTHERWISE SPECIFIED ON PLANS. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER OR OWNER'S REPRESENTATIVE.

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. THIS MEASUREMENT SHALL NOT INCLUDE THE IMMEDIATE TERMINAL GROWTH. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE.

C. EVALUATION: PLANTS SHALL BE SUBJECT TO EVALUATION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, OR AS DETERMINED BY THE OWNER OR OWNER'S REPRESENTATIVE, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF EVALUATION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING EVALUATION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

D. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION, FLORIDA #1 OR BETTER.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE. ALL TREE ROOTBALLS SHALL BE SHAVED 1" - 1 1/2" OFF ON ALL SIDES WITH EITHER A SHARP SPADE OR BLADE BEFORE PLANTING OR FROM TOP TO BOTTOM WITH A BALLING SPADE AFTER THE TREE HAS BEEN PLANTED TO ELIMINATE CIRCLING ROOTS.

SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNER'S REPRESENTATIVE.

RPG = "ROOTS PLUS GROWER" CONTAINER WHERE SPECIFIED.

E. BALLED & BURLAPPED: ALL BALLED & BURLAPPED STOCK SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED, FREE FROM DISEASE AND INSECTS, SECURE IN THE ROOTBALL, AND POSSESS ADEQUATE ROOT SYSTEMS. ALL BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE BALL TO PREVENT WICKING. WIRE BASKETS SHALL BE REMOVED FROM THE ONE-THIRD OF THE ROOTBALL. AFTER THE TREE IS PLACED IN THE PLANTING PIT, PRIOR TO BACKFILL. ANY BURLAP THAT IS NOT BIODEGRADABLE SHALL BE CAREFULLY REMOVED TO PROTECT DAMAGE TO FEEDER ROOTS. GROW BAGS SHALL BE REMOVED IN THEIR ENTIRETY. ALL BALLED & BURLAPPED STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE HEALED IN AND THOROUGHLY WATERED UNTIL PLANTING. LIFTING, MOVING, OR ADJUSTING THE PLANT MATERIAL BY THE TRUNK IS PROHIBITED.

F. WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

G. PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

3. DIGGING AND HANDLING

A. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE ADEQUATELY PACKED TO PREVENT DAMAGE DURING TRANSIT. TREES TRANSPORTED MORE THAN TEN (10) MILES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SERVICES BOTH UNDERGROUND AND OVERHEAD PRIOR TO THE COMMENCEMENT OF WORK. PROTECTION OF ALL UTILITIES AND SERVICES THROUGHOUT THE COURSE OF WORK IS EXPECTED.

C. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

D. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

E. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MINIMUM OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MINIMUM OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

F. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES OR HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB- BASES.

4. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

A. PLANTING SOIL FOR USE IN BACKFILLING PLANTING PITS SHALL BE A FERTILE, FRIABLE, COARSE, CLEAN, WELL-DRAINING, NATIVE SAND SUITABLE FOR SOUTHWEST FLORIDA VEGETATION. BOTH TOP AND SUBSOIL (36" DEPTH) SHOULD BE A SANDY LOAM SOIL WITH 80-85% MEDIUM AND COARSE SAND (<25 % FINE SAND), 5-10% CLAY, 5-10% SILT, AND SHALL CONTAIN NO MORE THAN 3% ORGANIC MATTER. SHALL HAVE A PH BETWEEN 5.5 AND 7.0. STONES RANGING FROM 0.5 TO 1 INCH (1.25 TO 2.5 CM) SHALL NOT EXCEED 5% OF THE SOIL VOLUME, AND GRAVEL ¼ TO ½ INCHES (0.6 TO 1.25 CM) SHALL NOT EXCEED 5% OF THE SOIL VOLUME. PARTICLES GREATER THAN 1.5 INCH IN THE LONGEST DIMENSION ARE NOT PERMITTED. THIS INCLUDES FRAGMENTS OF BRICK, CONCRETE, WOOD, GLASS, METAL, STONE AND PLASTIC. THE PLANTING SOIL BACKFILL MATERIAL SHALL HAVE NO HERBICIDES, HEAVY METALS, BIOLOGICAL TOXINS, OR HYDROCARBONS THAT WILL IMPACT PLANT GROWTH OR ARE AT LEVELS EXCEEDING THE EPA'S STANDARDS FOR SOIL CONTAMINANTS. FOR SHRUBS/GROUNDCOVER/ANNUAL PLANTS AMEND SOIL WITH 3" MINIMUM DEPTH OF ORGANIC COMPOST TO ACHIEVE OPTIMAL PH LEVELS AND SOIL AERATION. THE RESULTS OF POST SOIL TESTING BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY SHALL BE SUBMITTED TO COLLIER COUNTY ROAD MAINTENANCE PROJECT MANAGER FOR APPROVAL PRIOR TO PLANTING. THE PLANTING SOIL BACKFILL MATERIAL SHALL BE INCLUDED IN PLANT MATERIAL COSTS, A SEPARATE PAY ITEM WILL NOT BE ISSUED.

B. TOPSOIL FOR USE IN PREPARING SOIL MIXTURE FOR BACKFILLING PLANT PITS SHALL BE FERTILE, FRIABLE, AND OF A LOAMY CHARACTER; REASONABLY FREE OF SUBSOIL, CLAY LUMPS, BRUSH WEEDS AND OTHER LITTER; FREE OF ROOTS, STUMPS, STONES LARGER THAN 2" IN ANY DIRECTION, AND OTHER EXTRANEOUS OR TOXIC MATTER HARMFUL TO PLANT GROWTH. IT SHALL CONTAIN THREE (3) TO FIVE (5) PERCENT DECOMPOSED ORGANIC MATTER AND A PH BETWEEN 5.5 AND 7.0 - SUBMIT SAMPLE AND PH TESTING RESULTS FOR APPROVAL.

PLANT SPECIFICATION NOTES CONTINUED

C. SAND SHALL BE COARSE, CLEAN, WELL-DRAINING, NATIVE SAND. CONTRACTOR SHALL SUBMIT RESULTS OF SOIL TESTS FOR TOPSOIL AND SAND PROPOSED FOR USE UNDER THIS CONTRACT FOR APPROVAL BY THE OWNER OR OWNER'S REPRESENTATIVE.

D. TREES SHALL BE PLANTED IN THE EXISTING NATIVE SOIL ON SITE, UNLESS DETERMINED TO BE UNSUITABLE - AT WHICH POINT THE CONTRACTOR SHALL CONTACT THE OWNER OR OWNER'S REPRESENTATIVE TO DISCUSS ALTERNATE RECOMMENDATION PRIOR TO PLANTING.

E. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE FOR THE OWNER OR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

5. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM THE OWNER, IF AVAILABLE, AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY HIS TANKS, HOSES, SPRINKLERS, ETC. IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER. CONTRACTOR TO CHECK TO SEE IF WATERING/IRRIGATION RESTRICTIONS MAY APPLY, REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

6. FERTILIZER

FERTILIZER FOR PLANTING PITS SHALL BE UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND DELIVERED TO THE SITE IN ORIGINAL UNOPENED BAGS BEARING ALL THE MANUFACTURER'S LABELS. ALL FERTILIZER IS TO BE SLOW RELEASE AND COMPLETE WITH NECESSARY MICRONUTRIENTS. AFTER INSTALLATION, FERTILIZER SHALL BE CLEANED FROM ALL HARDSCAPE SURFACES AND WATERED IN THOROUGHLY PER MANUFACTURER'S SPECIFICATIONS. TREES AND SHRUBS MIXTURE SHALL CONSIST OF A SLOW RELEASE FORMULATION OF 8-2-12+4MG "COLLIER COUNTY PALM BLEND", SULPHUR COATED FERTILIZER INCLUDING ALL MACRO NUTRIENTS. ALL TREES AND SHRUBS SHALL BE FERTILIZED BI MONTHLY DURING THE GROWING SEASON AT A RATE OF 1.5 LBS. PER 100 SQ. FT. OF BEDS / TREE CANOPY (3' FROM BASE TO DRIPLINE) OR PER MANUFACTURE'S RECOMMENDATION. INSTALL PLANTS WITH 21 GRAM "AGRIFORM" OR APPROVED EQUAL FERTILIZER TABLETS AT THE MANUFACTURER'S RECOMMENDED RATES. SOD FERTILIZER SHALL BE TURF SPECIFIC FOR ESTABLISHING NEW LAWNS AND APPLIED PER MANUFACTURE'S RECOMMENDATION. UPON ESTABLISHMENT, THE TURF SHALL BE FERTILIZED AT A RATE OF 1 LB OF ACTUAL NITROGEN PER 1000 FT. SQ. OR PER MANUFACTURE'S RECOMMENDATION. (NOTE: BAHIA TURF SHALL RECEIVE FERTILIZATION AT A HALF RATE OF THE ABOVE TURF RECOMMENDATIONS.) APPLY A 1/2 LBS. OF A PALM SPECIFIC (1 PART NITROGEN TO 1 PART POTASSIUM WITH 0.3 PARTS MAGNESIUM) FERTILIZER QUARTERLY FOR ALL ESTABLISHED PALMS PER 2' OF HEIGHT OR PER MANUFACTURE'S RECOMMENDATION. ALL FERTILIZER APPLICATIONS SHALL BE SUBJECT TO JURISDICTIONAL AUTHORITY RESTRICTIONS AND GUIDELINES.

7. MULCH

MULCH, FREE FROM ANY WEED SEEDS, TO BE APPLIED AT A MINIMUM SETTLED DEPTH OF 3 INCHES. CLEAR MULCH 2" FROM EACH PLANT'S CROWN (BASE). SEE PLANT LIST FOR TYPE OF MATERIAL ("FLORIMULCH," EUCALYPTUS MULCH, OR PINE STRAW/BARK/NUGGET) AND GRADE. CYPRESS MULCH IS NOT ACCEPTABLE.

8. SOD

ALL SOD SHALL BE OF A TYPE AND VARIETY AS SPECIFIED PER PLANS AND MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, INSECTS, AND DISEASES OF ANY KIND. JOINTS SHALL BE STAGGERED AND BUTT TIGHT TO MINIMIZE AIR GAPS. THE GRADE SHALL BE SMOOTH, FREE OF DEBRIS, POSITIVELY DRAINED, AND MOIST TO SOD INSTALLATION. THE SOD SHALL BE ROLLED IN TWO DIRECTIONS PERPENDICULAR FROM ONE ANOTHER AFTER INSTALLATION TO ENSURE PROPER GROUND CONTACT. IN AREAS WHERE A ROLLER CANNOT BE USED, HAND TAMPING SHALL BE REQUIRED. SOD SHALL BE INSTALLED AND WATERED WITHIN 24 HOURS AFTER HARVESTING.

PLANTING PROCEDURE NOTES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER OR OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.
2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE, AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES OR REFER TO THE CIVIL PLANS IF APPLICABLE.
3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED LIMEROCK AND LIMEROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF LIMEROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 36" DEEP EXCAVATION BY THE CONTRACTOR, AND POSITIVE DRAINAGE CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.
4. CONTRACTOR SHALL FURNISH A NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. EVALUATE AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY OR GROWING SITE.
5. CONTRACTOR SHALL COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE , PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED OR APPROPRIATELY HEALED IN FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES WORKMANLIKE METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.
6. CONTRACTOR SHALL COORDINATE THE WORK WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING WITH IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.
7. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING, IF SHOWN ON THE DRAWINGS, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.
8. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THE CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.
9. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES, IF APPLICABLE.
10. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE USA STANDARD FOR NURSERY STOCK 260.1, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACK FILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED HEREIN. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER DRAINAGE. IF POOR DRAINAGE EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN. PROPER "JETTING IN" SHALL BE ASSURED TO ELIMINATE AIR POCKETS AROUND THE ROOTS. "JET STICK" OR EQUAL IS RECOMMENDED.
11. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO HARDSCAPES AND STRUCTURES WHILE INSTALLING TREES.

PLANTING PROCEDURE NOTES CONTINUED

12. SOIL MIXTURE SHALL BE AS SPECIFIED UNDER PLANT SPECIFICATIONS.
13. TREES AND SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT, AFTER SETTLEMENT, THE PLANT CROWN WILL STAND ONE (1) TO TWO (2) INCHES ABOVE GRADE. EACH PLANT SHALL BE SET IN THE CENTER OF THE PIT. PLANTING SOIL MIXTURE SHALL BE BACK FILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).
14. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. SUBMIT PRODUCT INFORMATION PRIOR TO INOCULATION FOR APPROVAL.
15. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES, STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. PACK LIGHTLY WITH FEET. ADD MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.
16. ALL PRUNING TO BE PERFORMED BY AN I.S.A. CERTIFIED ARBORIST. TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE, TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. TREES GRADED FLORIDA NO. 1 MAY REQUIRE SOME CORRECTIVE PRUNING SO THEY DEVELOP GOOD TRUNK AND BRANCH STRUCTURE. THEY MAY HAVE MINOR TRUNK INJURIES OR COULD HAVE OTHER DEFECTS. DEFECTS CAN BE CORRECTED BY PRUNING THE TREE AT PLANTING AND/OR ONCE OR TWICE WITHIN A YEAR OR TWO AFTER PLANTING. CONTRACTOR SHALL PRUNE TO MAINTAIN LANDSCAPE MATERIALS UNTIL FINAL COMPLETION AND WILL FOLLOW THE ANSI A300 AMERICAN NATIONAL STANDARD FOR TREE CARE OPERATIONS - TREE, SHRUB, AND OTHER WOODY PLANT MANAGEMENT - STANDARD PRACTICES (PRUNING).
17. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 6", REMOVE AND DISPOSE ALL DEBRIS. MIX TOP 4" WITH THE PLANTING SOIL MIXTURE AND THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.
18. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE PROJECT LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROJECT LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.
19. ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE, HERBICIDE APPROVED BY OWNER OR OWNER'S REPRESENTATIVE SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER (AS ALLOWED BY JURISDICTIONAL AUTHORITY).
20. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE. CONTRACTOR SHALL GET APPROVAL OF FINE GRADING FROM LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF TURF. GRADING FOR LANDSCAPE BERMING SHOWN ON PLANS AND DETAILS IS APPROXIMATE ONLY, CONTRACTOR SHALL CONFER WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING THIS WORK TO CONFIRM ACTUAL SHAPES AND ELEVATIONS OF THE LANDSCAPE BERMING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS ELIMINATING ALL BUMPS, DEPRESSIONS, ROCKS, STICK, OR OTHER DEBRIS PRIOR TO THE INSTALLATION OF PLANT MATERIAL. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING POSITIVE SHEET FLOW DRAINAGE AWAY FROM ALL STRUCTURES AND TO ALL DRAINAGE WAYS SHOWN OR IMPLIES ON THE DRAWINGS.
21. ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, AND DEBRIS, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE. PREPARE LOOSE BED FOUR (4) INCHES DEEP. HAND RAKE UNTIL ALL BUMPS AND DEPRESSIONS ARE REMOVED. WET PREPARED AREA THOROUGHLY.
22. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER OR OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.
23. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

LANDSCAPE IRRIGATION NOTES:

1. FOR MULTIFAMILY AND NONRESIDENTIAL PROPERTIES AN AUTOMATIC PERMANENT IRRIGATION SYSTEM PROVIDING COMPLETE WATER COVERAGE FOR ALL REQUIRED AND OTHER LANDSCAPING MATERIALS SHALL BE PROVIDED AND MAINTAINED AS A FULLY FUNCTIONING SYSTEM IN ORDER TO PRESERVE THE LANDSCAPING IN A HEALTHY GROWING CONDITION.
2. IF A SINGLE-FAMILY DWELLING IS REQUIRED TO INSTALL LANDSCAPING AND AN IRRIGATION SYSTEM IS NOT INSTALLED TO MAINTAIN THAT LANDSCAPING, THEN A HOSE BIB SHALL BE INSTALLED A MAXIMUM OF 50 FEET FROM THE REQUIRED LANDSCAPING.
3. ALL IRRIGATION SYSTEMS CONNECTED TO THE PUBLIC POTABLE WATER SUPPLY SYSTEM SHALL INCLUDE A BACKFLOW PREVENTER AT THE SERVICE CONNECTION.
4. ALL IRRIGATION SYSTEMS SHALL BE INSTALLED SO AS TO MINIMIZE SPRAY UPON ANY IMPERVIOUS SURFACE, SUCH AS SIDEWALKS AND PAVED AREAS.
5. ALL IRRIGATION SYSTEMS SHALL INCLUDE A RAIN SENSOR/SHUT OFF DEVICE TO AVOID IRRIGATION DURING PERIODS OF SUFFICIENT RAINFALL.
6. UNDERGROUND IRRIGATION SHALL NOT BE INSTALLED WITHIN THE DRIPLINES OF EXISTING TREES UNLESS ROOT PROTECTION MEASURES ARE PROVIDED.
7. IF AVAILABLE, RECLAIMED WATER SHALL BE USED FOR IRRIGATION PURPOSES.
8. LOW VOLUME, DRIP, EMITTER, OR TARGET IRRIGATION SHALL BE USED FOR TREES, SHRUBS AND GROUNDCOVERS UNLESS PHYSICALLY IMPOSSIBLE TO INSTALL.
9. TURF GRASS AREAS SHALL BE IRRIGATED ON SEPARATE IRRIGATION ZONES FROM TREE, SHRUB AND GROUNDCOVER BEDS.
10. RETAINED TREES, SHRUBS AND NATIVE PLANT COMMUNITIES SHALL NOT BE REQUIRED TO BE IRRIGATED, UNLESS DIRECTED TO DO SO BY THE COMMUNITY DEVELOPMENT COORDINATOR.

MISCELLANEOUS NOTES

1. ALL CRAPE MYRTLES SHALL RECEIVE CORRECTIVE PRUNING TO ELIMINATE ANY DEAD/DYING/DAMAGED BRANCHES, REMOVE CROSSING LIMBS & SUCKER GROWTH, THIN AS NEEDED, ETC.. THE CRAPE MYRTLES SHALL NOT BE TOPPED OR SHEARED. SPANISH MOSS SHALL ALSO BE REMOVED FROM ALL CRAPE MYRTLE TREES.
2. THE EXISTING WAX JASMINE (SEE SHEETS L10-L11) SHALL BE PRUNED TO CREATE A UNIFORM AND LEVEL LOOK WITHIN REASON, AND WITHOUT RISKING THE HEALTH OF THE PLANTS.

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

NOTICE TO ALL CONTRACTORS

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

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

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

JEFFREY NAGLE, RLA
FL License No. LA-6667059

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

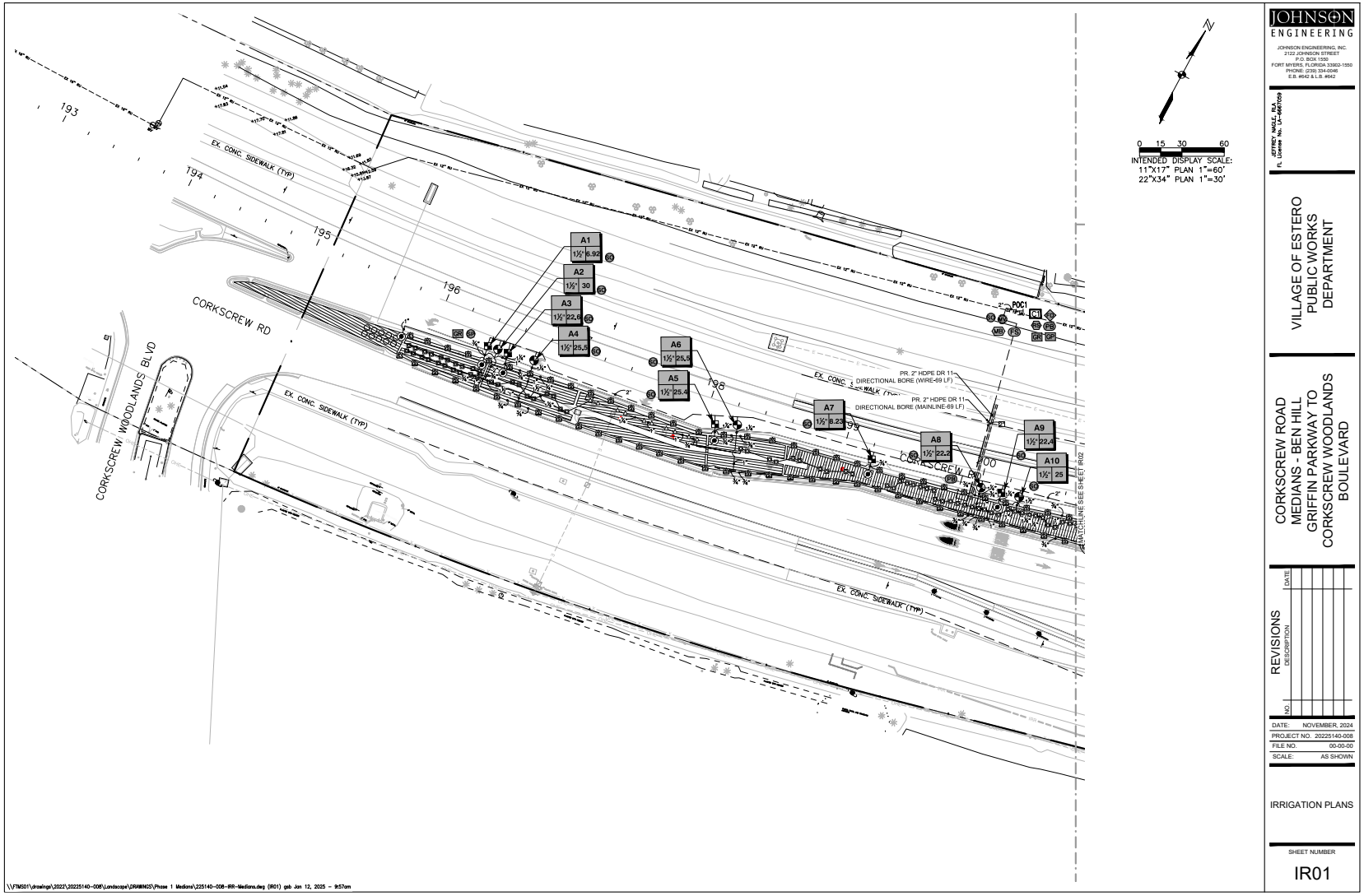
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NO.	DESCRIPTION	DATE

DATE:	NOVEMBER, 2024
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LANDSCAPE NOTES

SHEET NUMBER
L15



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JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642
JEFFREY WAGLE, PLA
FL License No. LA-6667004

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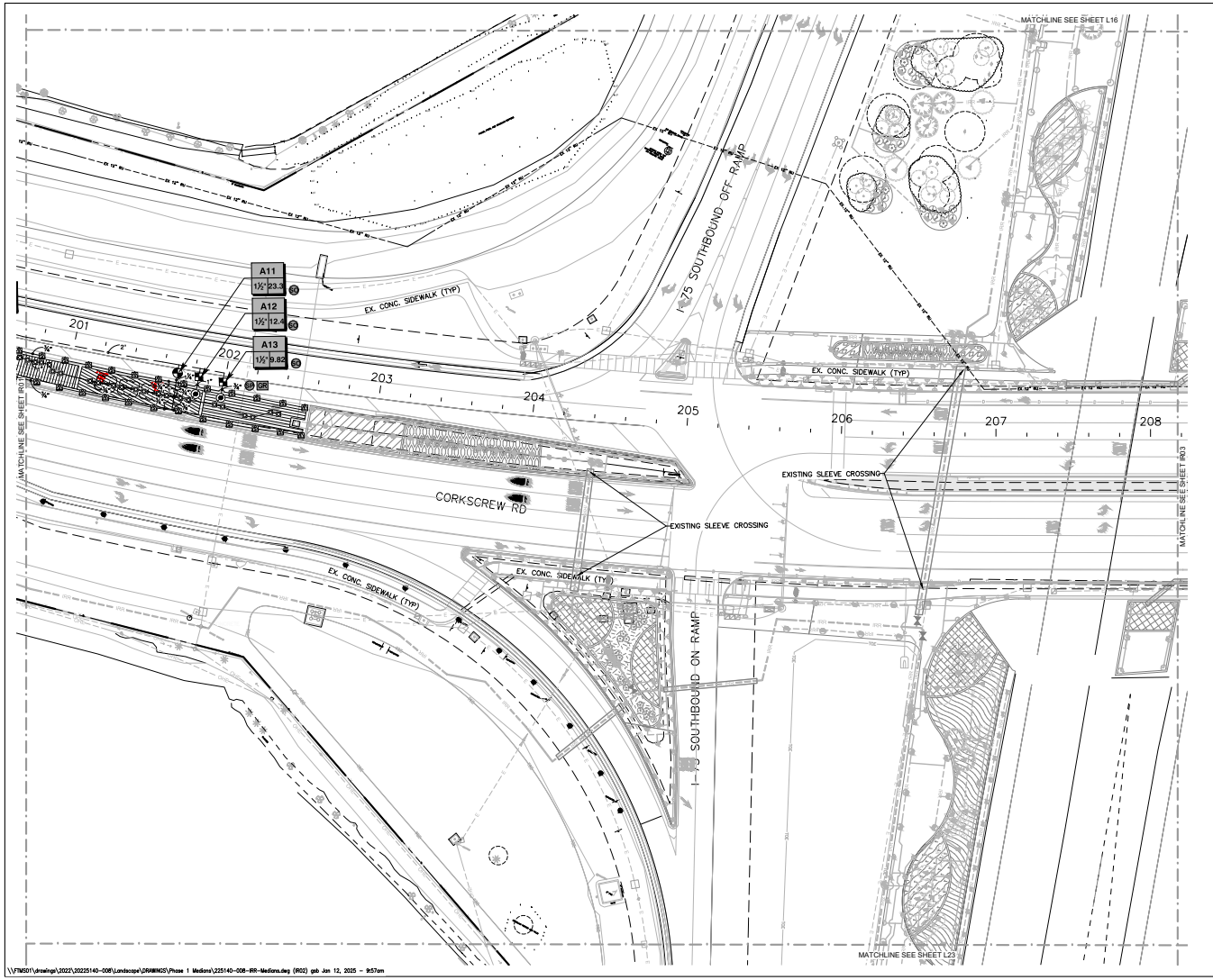
REVISIONS

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DATE: NOVEMBER, 2024
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IRRIGATION PLANS

SHEET NUMBER
IR01



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

JEFFREY WAGLE, PLA
FL License No. LA-0001004

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BOULEVARD

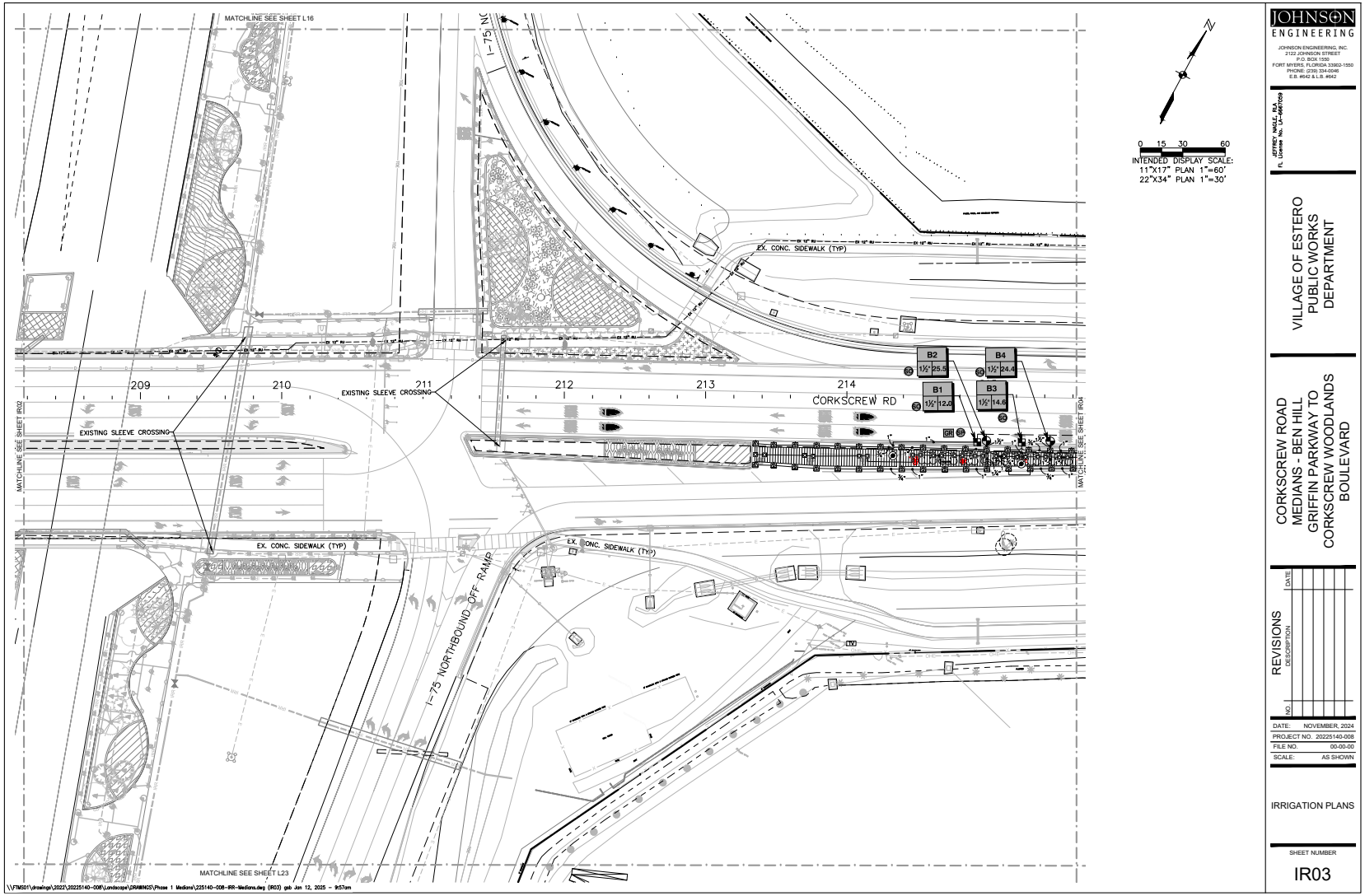
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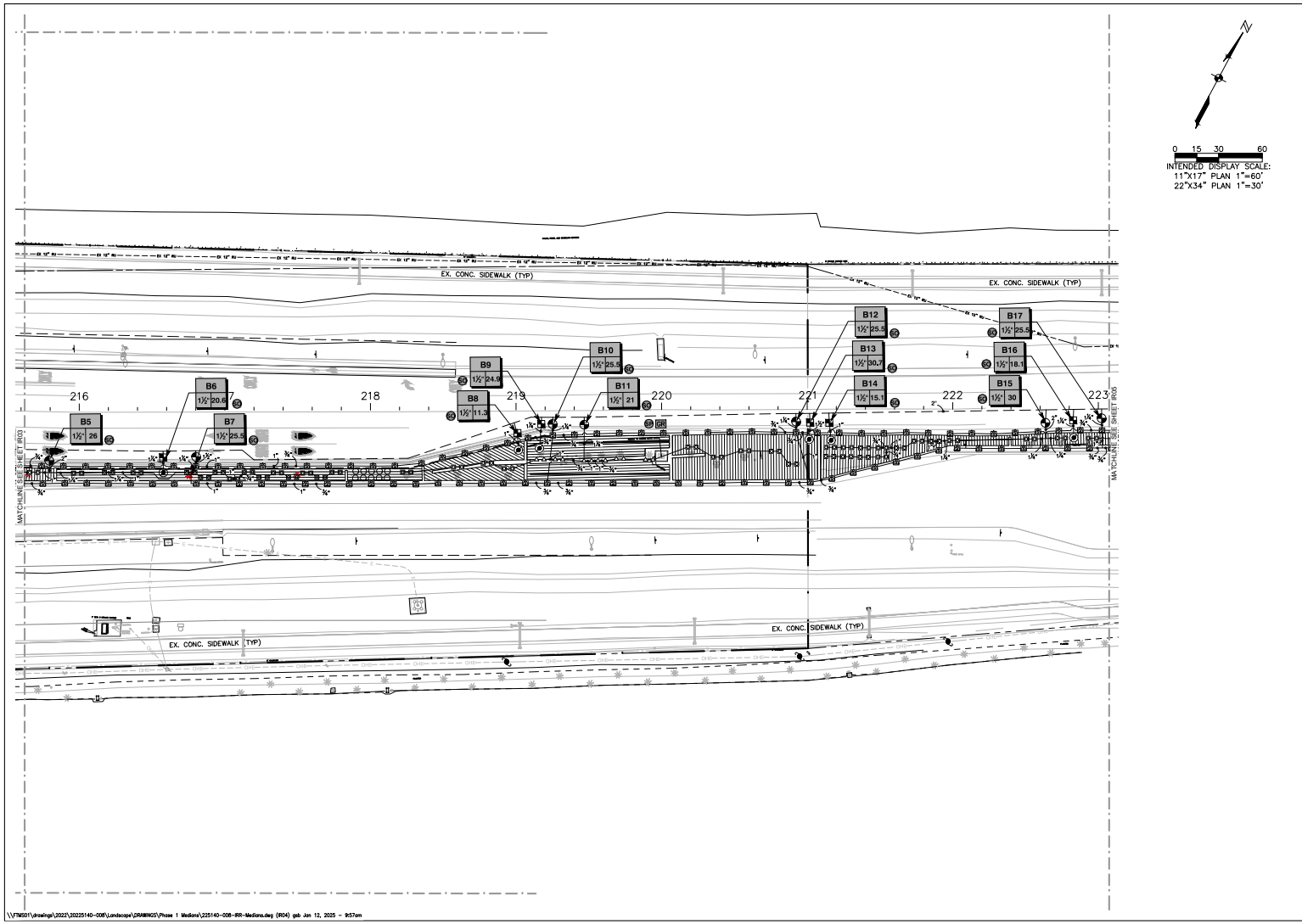
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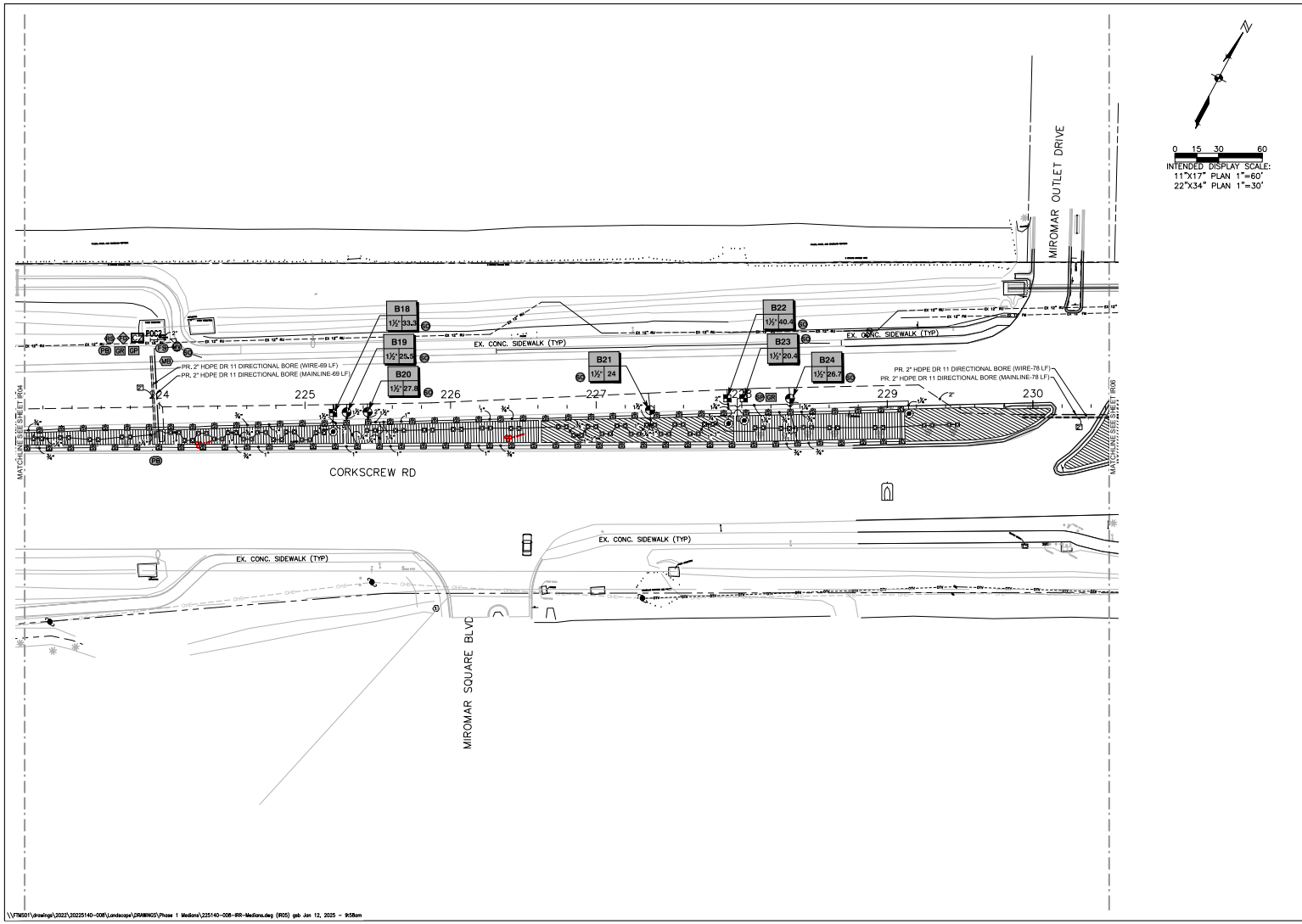
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IRRIGATION PLANS

SHEET NUMBER
IR02


MATCHLINE SEE SHEET L16
I-75 NB
EX. CONC. SIDEWALK (TYP)
209
210
211
212
213
214
CORKSCREW RD
EXISTING SLEEVE CROSSING
EXISTING SLEEVE CROSSING
B2
1½" 25.5
B4
1½" 24.4
B1
1½" 12.0
B3
1½" 14.8
MATCHLINE SEE SHEET IR02
MATCHLINE SEE SHEET IR04
EX. CONC. SIDEWALK (TYP)
EX. CONC. SIDEWALK (TYP)
I-75 NORTHBOUND OFF RAMP
MATCHLINE SEE SHEET L23
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
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JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
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E.B. #642 & L.B. #642
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MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD
REVISIONS
NO.
DESCRIPTION
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FILE NO. 00-00-00
SCALE: AS SHOWN
IRRIGATION PLANS
SHEET NUMBER
IR03


EX. CONC. SIDEWALK (TYP)
EX. CONC. SIDEWALK (TYP)
EX. CONC. SIDEWALK (TYP)
EX. CONC. SIDEWALK (TYP)
216
218
219
220
221
222
223
B5 1½" 26
B6 1½" 20.6
B7 1½" 25.5
B8 1½" 11.3
B9 1½" 24.9
B10 1½" 25.5
B11 1½" 21
B12 1½" 25.5
B13 1½" 30.7
B14 1½" 15.1
B15 1½" 30
B16 1½" 18.1
B17 1½" 25.5
MATCHLINE SEE SHEET IR03
MATCHLINE SEE SHEET IR05
0 15 30 60
INTENDED DISPLAY SCALE:
11"X17" PLAN 1"=60'
22"X34" PLAN 1"=30'
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JEFFREY WAGLE, PLA
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SHEET NUMBER
IR04
\\FTM501\drawings\2022\20225140-008\Landscape\DRAWINGS\Phase 1 Medians\225140-008-IRR-Medians.dwg (IR04) gab Jan 12, 2025 - 9:57am



JOHNSON ENGINEERING
JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642
JEFFREY WAGLE, PLA
FL License No. LA-0667004

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

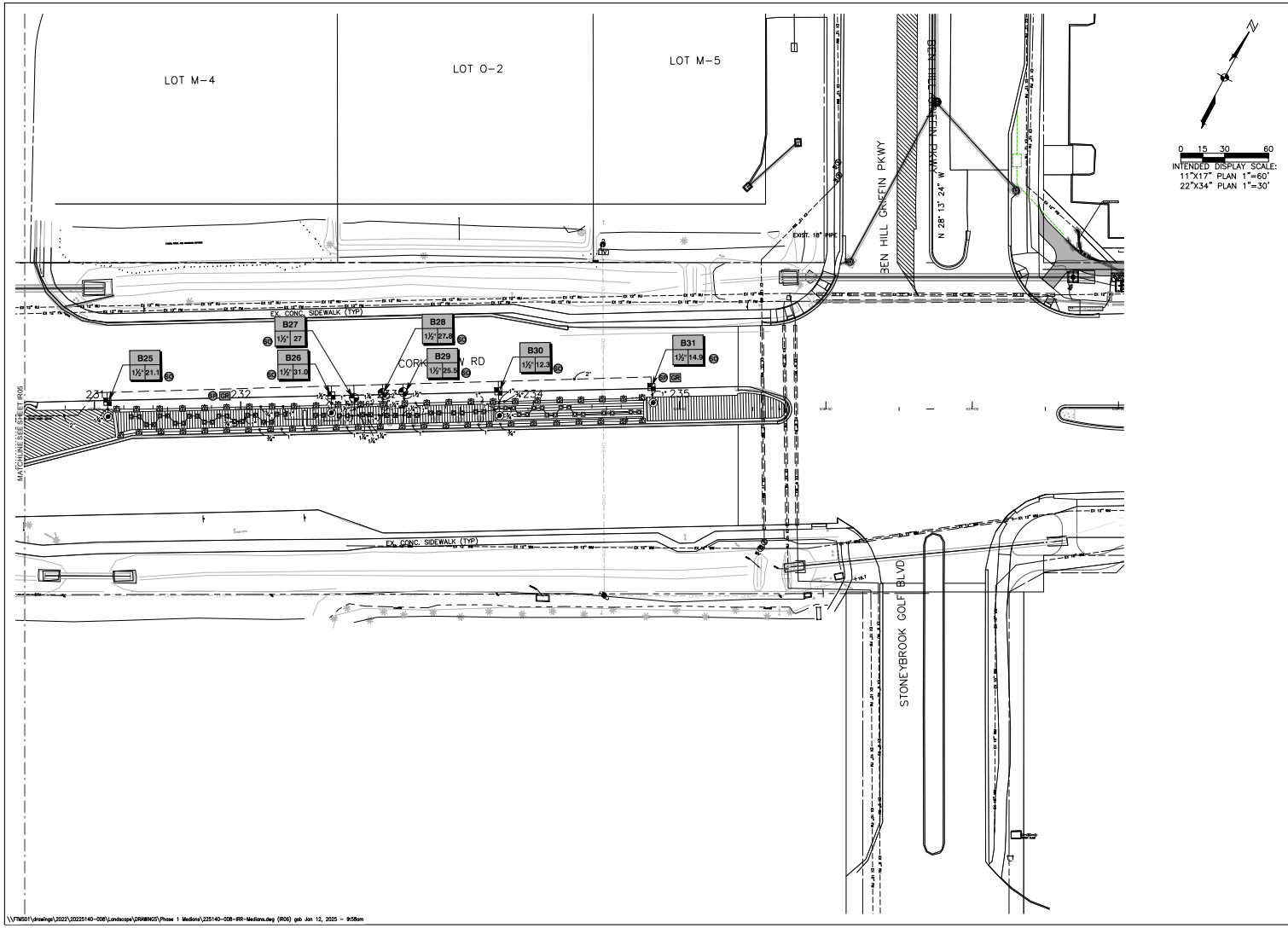
REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

IRRIGATION PLANS

SHEET NUMBER
IR05



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

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
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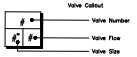
IRRIGATION PLANS

SHEET NUMBER
IR06

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 1806-SAM-PRS-NP 15EST Turf Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal, 1/2in. NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, Pressure Regulating, and Non Potable Purple Cap.	12
	Rain Bird 1806-SAM-PRS-NP 15SST Turf Spray 6in. Pop-Up Sprinkler with Co-Molded Wiper Seal. 1/2in. NPT Female Threaded Inlet. With Seal-A-Matic Check Valve, Pressure Regulating, and Non Potable Purple Cap.	338
	Rain Bird 1800-1400 Flood 1402 Fixed flow rate 0.5 GPM - 1.0 GPM, full circle bubbler, 1/2in. FIPT.	322
	Rain Bird 1800-1400 Flood 1404 Fixed flow rate 0.5 GPM - 1.0 GPM, full circle bubbler, 1/2in. FIPT.	22
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird XCZ-150-LCDR 1-1/2" High Flow Control Zone Kit, for Large Commercial Drip Zones. 1-1/2in. PESB-R Scrubber Globe Valve with high-capacity filter and Pressure Regulating system (PRS) fixed at 40psi. Flow range: 20 - 62 GPM.	22
	Pipe Transition Point above grade Pipe transition point from PVC lateral to drip tubing with riser to above grade installation.	24
	Area to Receive Dripline Rain Bird XFCV-06-12 XFCV xOn-Surface Landscape Dripline with a Heavy-Duty 3.5 psi Check Valve. 0.6 GPH emitters at 12" O.C. Dripline laterals spaced at 12" apart, with emitters offset for triangular pattern. .	42,834 l.f.
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PESBR 1-1/2" 1-1/2in. Durable Chlorine-Resistant Valves for Reclaimed Water Applications. With Scrubber Mechanism Technology, and Purple Flow Control Handle.	22
MV	Rain Bird EFB-CP-PRS-D 2" 2in. Brass Master Valve, that is Contamination Proof w/Self-Flushing Filter Screen. Globe Configuration, Reclaimed Water Compatible, and Purple Handle Cover Designates Non-Potable Water Use. With Pressure Regulator.	2
C1	Rain Bird ESPLXIVM-LXMMSS-LXMMSSPED 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Enclosure. Installed in LXMMSS-LXMMSSPED Stainless Steel Cabinet w/ Pedestal. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device. Install Per Manufacturers Recommendations.	1
C2	Rain Bird ESPLXIVM-LXMMSS-LXMMSSPED 60 Station, 2-Wire Controller w/ Smart Valve Technology. (1) ESPLXIVM 60-Station, Indoor/Outdoor, Plastic Wall-Mount Enclosure. Installed in LXMMSS-LXMMSSPED Stainless Steel Cabinet w/ Pedestal. System Requirements: Rain Bird LXIVM-XXX Integrated Valve Modules & 2-Wire Devices. Use Paige Electric Cable P7072D & Rain Bird WC20 Dry Splices ONLY. Ground System w/ (X) LXIVMSD Surge Device. Install Per Manufacturers Recommendations.	1
SD	Rain Bird LXIVMSD Surge Device provides necessary protection on the ESPLXIVM(P) Controller, 2 Wire Path. Install (1) LXIVMSD Every 500ft or 15 Field Devices (Whichever is Smaller).	7
SS	Rain Bird LXIVMSEN Sensor Device interfaces w/ flow sensor and ESP-LX-IVM(P) Controller, Flow Sensor can be installed anywhere on the 2-Wire Path.	2
SD	Rain Bird LXIVMSOL Integrated Valve Module (DC Latching Solenoid and Decoder in One) Interfaces with ESPLXIVM(P) Controller and Valves/Master Valves.	46
RB	Rain Bird RSD-BEx Rain Sensor, with metal latching bracket, extension wire.	2
FS	Rain Bird FS-200-P 2in. Flow Sensor, Plastic PVC Model, Suggested Operating Range 10.0 GPM to 200.0 GPM. Size for Flow Not According to Pipe Size. Offset install in Valve Box.	2
MB	Blow off Assembly Main and submain flush/blow off assembly. Size to match mainline.	2
GP	Ground Plate 4" X 96" ground plate	2
GR	Ground Rod 5/8" x 10' copper clad ground rod	9
PB	Pull Box Splice/pull/ junction box. Carson Spec Grade (or approved equal) 12" x 20" x 12"H rectangle valve box (purple box/purple lid) overlapping RWDNDE w/ bolt stamped 'LCDOT IRRIGATION' with gravel, bricks, fabric, pull strings, etc.	4
POC1	Point of Connection 3"	1
POC2	Point of Connection 3"	1
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 3/4"	5,737 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 1"	1,993 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 1 1/4"	869.9 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 1 1/2"	140.7 l.f.
	Irrigation Lateral Line: PVC Class 200 SDR 21-NP 2"	57.3 l.f.
	Irrigation Mainline: PVC Class 200 SDR 21-NP 2"	2,954 l.f.
	Irrigation Mainline: HDPE PE3408 DR 11 2"	203.9 l.f.
	Pipe Sleeve: HDPE PE3408 DR 11 2"	203.8 l.f.

Valve Callout



VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	PSI	PSI @ POC	PRECIP
A1	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	6.92		36.4	37.1	0.96 in/h
A2	Rain Bird PESBR	1-1/2"	Bubbler	30		36.4	40.8	2.19 in/h
A3	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	22.57		37.9	40.6	0.96 in/h
A4	Rain Bird PESBR	1-1/2"	Turf Spray	25.54		30.5	33.7	1.58 in/h
A5	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	25.44		36.3	38.8	0.96 in/h
A6	Rain Bird PESBR	1-1/2"	Turf Spray	25.53		31.0	33.4	1.43 in/h
A7	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	8.23		36.4	37.1	0.96 in/h
A8	Rain Bird PESBR	1-1/2"	Turf Spray	22.2		30.0	31.5	1.54 in/h
A9	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	22.39		36.2	37.7	0.96 in/h
A10	Rain Bird PESBR	1-1/2"	Bubbler	25		36.6	38.4	1.79 in/h
A11	Rain Bird PESBR	1-1/2"	Turf Spray	23.32		29.9	32.2	1.48 in/h
A12	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	12.35		36.3	37.3	0.96 in/h
A13	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	9.82		36.5	37.4	0.96 in/h
B1	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	11.97		37.5	39.3	0.96 in/h
B2	Rain Bird PESBR	1-1/2"	Turf Spray	25.54		31.1	36.6	1.62 in/h
B3	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	14.6		36.5	38.8	0.96 in/h
B4	Rain Bird PESBR	1-1/2"	Turf Spray	24.42		30.9	36.0	1.57 in/h
B5	Rain Bird PESBR	1-1/2"	Bubbler	26		36.5	42.0	1.73 in/h
B6	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	20.61		36.2	39.6	0.96 in/h
B7	Rain Bird PESBR	1-1/2"	Turf Spray	25.53		31.1	36.0	1.54 in/h
B8	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	11.31		36.2	37.4	0.96 in/h
B9	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	24.87		36.4	40.0	0.96 in/h
B10	Rain Bird PESBR	1-1/2"	Turf Spray	25.53		30.7	34.3	1.55 in/h
B11	Rain Bird PESBR	1-1/2"	Bubbler	21		36.6	39.2	2.44 in/h
B12	Rain Bird PESBR	1-1/2"	Turf Spray	25.53		30.9	33.8	1.53 in/h
B13	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	30.65		36.2	40.0	0.96 in/h
B14	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	15.13		36.4	37.7	0.96 in/h
B15	Rain Bird PESBR	1-1/2"	Bubbler	30		36.3	38.8	1.72 in/h
B16	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	18.06		36.2	37.4	0.96 in/h
B17	Rain Bird PESBR	1-1/2"	Turf Spray	25.53		30.5	32.3	1.53 in/h
B18	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	33.28		36.3	39.2	0.96 in/h
B19	Rain Bird PESBR	1-1/2"	Turf Spray	25.53		31.2	33.1	1.57 in/h
B20	Rain Bird PESBR	1-1/2"	Turf Spray	27.75		31.2	33.4	1.59 in/h
B21	Rain Bird PESBR	1-1/2"	Bubbler	24		36.7	39.4	1.72 in/h
B22	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	40.41		38.1	45.1	0.96 in/h
B23	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	20.4		36.3	38.6	0.96 in/h
B24	Rain Bird PESBR	1-1/2"	Turf Spray	26.65		31.1	34.8	1.82 in/h
B25	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	21.06		36.2	39.8	0.96 in/h
B26	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	31.01		36.2	44.3	0.96 in/h
B27	Rain Bird PESBR	1-1/2"	Bubbler	27		36.7	43.1	1.72 in/h
B28	Rain Bird PESBR	1-1/2"	Turf Spray	27.76		31.1	38.0	1.61 in/h
B29	Rain Bird PESBR	1-1/2"	Turf Spray	25.54		31.1	37.1	1.6 in/h
B30	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	12.33		36.4	38.4	0.96 in/h
B31	Rain Bird XCZ-150-LCDR	1-1/2"	Area for Dripline	14.93		36.4	39.2	0.96 in/h
	Common Wire				3,158			

WATERING SCHEDULE

NUMBER	MODEL	TYPE	PRECIP	IN./WEEK	MIN./WEEK	GAL./WEEK	GAL./DAY
A1	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	436	145
A2	Rain Bird PESBR	Bubbler	2.19 in/h	1	28	840	280
A3	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,422	474
A4	Rain Bird PESBR	Turf Spray	1.58 in/h				
A5	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,603	534
A6	Rain Bird PESBR	Turf Spray	1.43 in/h				
A7	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	518	173
A8	Rain Bird PESBR	Turf Spray	1.54 in/h				
A9	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,411	470
A10	Rain Bird PESBR	Bubbler	1.79 in/h	1	34	850	283
A11	Rain Bird PESBR	Turf Spray	1.48 in/h				
A12	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	778	259
A13	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	619	206
B1	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	754	251
B2	Rain Bird PESBR	Turf Spray	1.62 in/h				
B3	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	920	307
B4	Rain Bird PESBR	Turf Spray	1.57 in/h				
B5	Rain Bird PESBR	Bubbler	1.73 in/h	1	35	910	303
B6	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,298	433
B7	Rain Bird PESBR	Turf Spray	1.54 in/h				
B8	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	713	238
B9	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,567	522
B10	Rain Bird PESBR	Turf Spray	1.55 in/h				
B11	Rain Bird PESBR	Bubbler	2.44 in/h	1	25	525	175
B12	Rain Bird PESBR	Turf Spray	1.53 in/h				
B13	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,931	644
B14	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	953	318
B15	Rain Bird PESBR	Bubbler	1.72 in/h	1	35	1,050	350
B16	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,138	379
B17	Rain Bird PESBR	Turf Spray	1.53 in/h				
B18	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	2,097	699
B19	Rain Bird PESBR	Turf Spray	1.57 in/h				
B20	Rain Bird PESBR	Turf Spray	1.59 in/h				
B21	Rain Bird PESBR	Bubbler	1.72 in/h	1	35	840	280
B22	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	2,546	849
B23	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,285	428
B24	Rain Bird PESBR	Turf Spray	1.62 in/h				
B25	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,327	442
B26	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	1,954	651
B27	Rain Bird PESBR	Bubbler	1.72 in/h	1	35	945	315
B28	Rain Bird PESBR	Turf Spray	1.61 in/h				
B29	Rain Bird PESBR	Turf Spray	1.6 in/h				
B30	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	777	259
B31	Rain Bird XCZ-150-LCDR	Area for Dripline	0.96 in/h	1	63	941	314
		TOTALS:			1,613	32,945	10,982

RUNTIME SCHEDULE-CONTROLLER #1

TIME	CONTROLLER	NUMBER	ACTION
00:00	C	A2	ON
00:09	C	A2	OFF
00:09	C	A5	ON
00:30	C	A5	OFF
00:30	C	A10	ON
00:41	C	A10	OFF
00:41	C	A3	ON
01:02	C	A3	OFF
01:02	C	A9	ON
01:23	C	A9	OFF
01:23	C	A12	ON
01:44	C	A12	OFF
01:44	C	A13	ON
02:05	C	A13	OFF
02:05	C	A7	ON
02:26	C	A7	OFF
02:26	C	A1	ON
02:47	C	A1	OFF

RUNTIME SCHEDULE-CONTROLLER #2

TIME	CONTROLLER	NUMBER	ACTION
00:00	C	B22	ON
00:21	C	B22	OFF
00:21	C	B18	ON
00:42	C	B18	OFF
00:42	C	B26	ON
01:03	C	B26	OFF
01:03	C	B13	ON
01:24	C	B13	OFF
01:24	C	B15	ON
01:36	C	B15	OFF
01:36	C	B27	ON
01:48	C	B27	OFF
01:48	C	B5	ON
01:59	C	B5	OFF
01:59	C	B9	ON
02:20	C	B9	OFF
02:20	C	B21	ON
02:32	C	B21	OFF
02:32	C	B25	ON
02:53	C	B25	OFF
02:53	C	B11	ON
03:01	C	B11	OFF
03:01	C	B6	ON
03:22	C	B6	OFF
03:22	C	B23	ON
03:43	C	B23	OFF
03:43	C	B16	ON
04:04	C	B16	OFF
04:04	C	B14	ON
04:25	C	B14	OFF
04:25	C	B31	ON
04:46	C	B31	OFF
04:46	C	B3	ON
05:07	C	B3	OFF
05:07	C	B30	ON
05:28	C	B30	OFF
05:28	C	B1	ON
05:49	C	B1	OFF
05:49	C	B8	ON
06:10	C	B8	OFF

CRITICAL ANALYSIS - POC #1

Generated: 2025-01-02 11:48

P.O.C. NUMBER: 01
Water Source Information:

FLOW AVAILABLE
Point of Connection Size: 3"
Flow Available: 121.29 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 70 PSI
Pressure Available: 70 PSI

DESIGN ANALYSIS
Maximum Station Flow: 30 GPM
Flow Available at POC: 121.29 GPM
Residual Flow Available: 91.29 GPM

Critical Station: A2
Design Pressure: 30 PSI
Friction Loss: 2.57 PSI
Fittings Loss: 0.26 PSI
Elevation Loss: 0 PSI
Loss through Valve: 3.6 PSI
Pressure Req. at Critical Station: 36.4 PSI
Loss for Fittings: 0.34 PSI
Loss for Main Line: 3.39 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 0.6 PSI
Critical Station Pressure at POC: 40.7 PSI
Pressure Available: 70 PSI
Residual Pressure Available: 29.3 PSI

CRITICAL ANALYSIS - POC #2

Generated: 2025-01-02 11:48

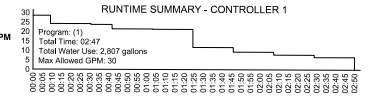
P.O.C. NUMBER: 02
Water Source Information:

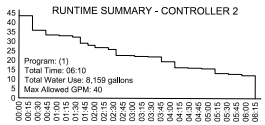
FLOW AVAILABLE
Point of Connection Size: 3"
Flow Available: 121.29 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 70 PSI
Pressure Available: 70 PSI

DESIGN ANALYSIS
Maximum Station Flow: 40.41 GPM
Flow Available at POC: 121.29 GPM
Residual Flow Available: 80.88 GPM

Critical Station: B22
Design Pressure: 30 PSI
Friction Loss: 1.93 PSI
Fittings Loss: 0.19 PSI
Elevation Loss: 0 PSI
Loss through Valve: 6 PSI
Pressure Req. at Critical Station: 38.1 PSI
Loss for Fittings: 0.56 PSI
Loss for Main Line: 5.82 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 0.81 PSI
Critical Station Pressure at POC: 45.1 PSI
Pressure Available: 70 PSI
Residual Pressure Available: 24.9 PSI





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

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BOULEVARD

REVISIONS

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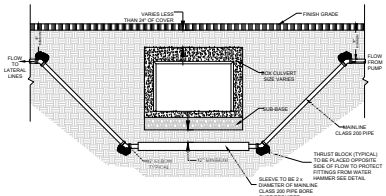
IRRIGATION SCHEDULES

SHEET NUMBER
IR07

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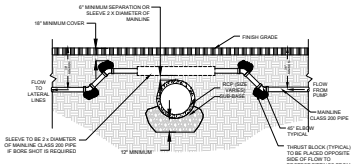
IRRIGATION INSTALLATION DETAILS:

IRRIGATION DETAILS (Substitutions Only with Written Approval):



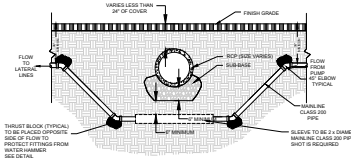
1 MAINLINE/LATERAL CULVERT CROSSING DETAIL -TYPICAL N.T.S.

NOTES:
THIS DETAIL REPRESENTS SOLUTION WHERE 36" OF COVER CAN BE ACHIEVED WHEN MAINLINE CROSSES A CULVERT.



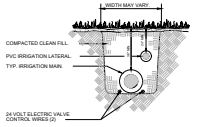
2 MAINLINE/LATERAL RCP CROSSING DETAIL -TYPICAL N.T.S.

NOTES:
THIS DETAIL REPRESENTS SOLUTION WHERE 36" OF COVER CAN BE ACHIEVED WHEN MAINLINE CROSSES A RCP.



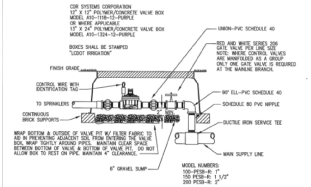
3 MAINLINE/LATERAL RCP CROSSING DETAIL -TYPICAL N.T.S.

NOTES:
1. THIS DETAIL REPRESENTS SOLUTION WHERE 36" OF COVER CANNOT BE ACHIEVED WHEN MAINLINE CROSSES A RCP.
2. BORE SHOT AND SLEEVE IS NECESSARY ONLY WHEN RCP IS 36" OR LARGER

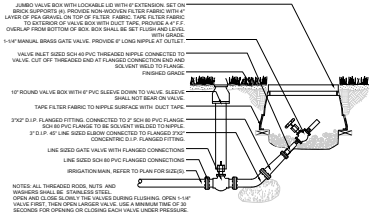


4 TRENCHING DETAIL -TYPICAL N.T.S.

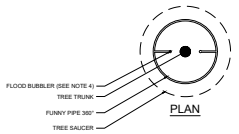
NOTES:
PULLING PIPE IS PROHIBITED. ALL IRRIGATION PIPES AND ELECTRICAL WIRES SHALL BE IN SEPERATE SLEEVES.
ANY PIPE RUNNING UNDER ANY PAVED SURFACE SHALL BE SLEEVED WHETHER SHOWN OR NOT

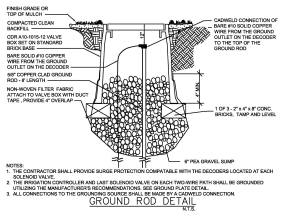


5 RAIN BIRD PESB-R SERIES CONTROL VALVE NTS



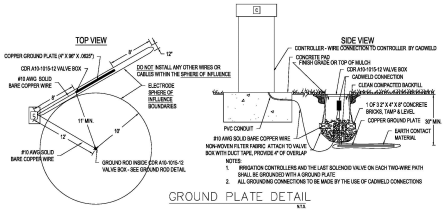
6 IRRIGATION MAIN BLOW OFF N.T.S.





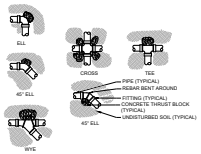
GROUND ROD DETAIL N.T.S.

7 GROUND ROD -TYPICAL N.T.S.



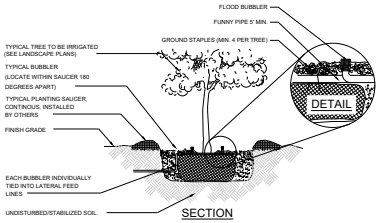
GROUND PLATE DETAIL N.T.S.

8 GROUND PLATE DETAIL -TYPICAL N.T.S.



9 THRUST BLOCK DETAILS -TYPICAL N.T.S.

NOTES:
1. SUPPLY LINES 2.0 INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS AS SPECIFIED HEREIN & AS APPLICABLE.
2. ALL CONCRETE TO BE 2800 PSI OR STRONGER.
3. ALL REBAR SHALL BE RUST-FREE.
4. FITTINGS TO BE WRAPPED IN VISQUEEN BEFORE POURING THE THRUST BLOCK



10 BUBBLER APPLICATION DETAIL N.T.S.

NOTES:
1. BUBBLERS ARE TO PLACED AT THE MIDPOINT BETWEEN THE EDGE OF THE ROOTBALL AND THE MAIN TRUNK, PER REQUEST BY OTHERS.
2. THE BUBBLERS SHALL BE PLACED 180° APART, IN SLOPING GROUNDS, THE BUBBLERS SHALL BE PLACED UPHILL FROM THE TREE TRUNK AND 180° APART.
3. PROVIDE (6' MINIMUM LENGTH) SUFFICIENT FUNNY PIPE HOSE SO THAT BUBBLERS CAN BE MOVED TO A DIFFERENT LOCATION IN THE FUTURE.
4. PROVIDE 2, 5 GPM BUBBLERS FORE EACH SABAL PALM AND ACCENT TREES, AND TWO 1 GPM BUBBLERS FOR EACH SHADE TREE AND PALM CLUSTER.
5. BUBBLERS ARE ALLOCATED/PLACED AT THE ROOTBALLS PERIMETER FOR GRAPHIC CLARITY. ACTUAL LOCATION SHALL BE AS INDICATED ABOVE.
6. SECURE BUBBLER TO TOP OF ROOTBALL WITH A SOIL ANCHORING STAKE.

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

JEFFREY WAGLE, PLA
FL License No. LA-6667004

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

IRRIGATION DETAILS

SHEET NUMBER
IR08

IRRIGATION INSTALLATION DETAILS:

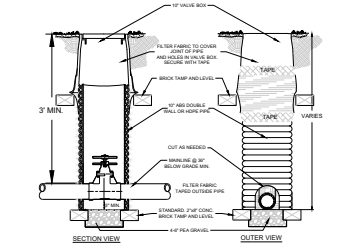
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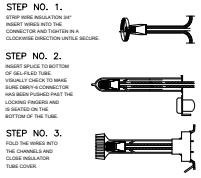
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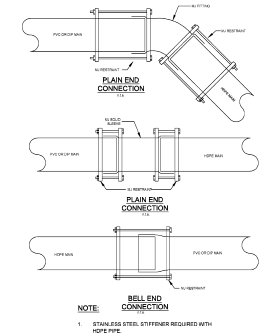
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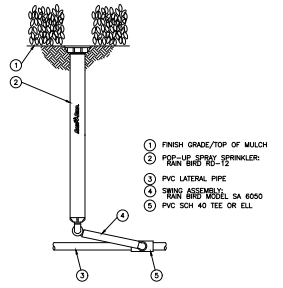
1 GATE/ ISOLATION VALVE DETAIL N.T.S.



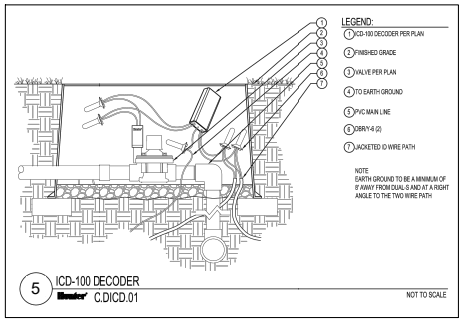
2 24-VOLT WIRE CONNECTION DETAIL -TYPICAL N.T.S.



3 HDPE CONNECTION TO PVC N.T.S.



4 POP-UP SPRAY SPRINKLER RAINBIRD RD-12 WITH SWING PIPE N.T.S.



5 ICD-100 DECODER Hunter C.DICD.01 NOT TO SCALE

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2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
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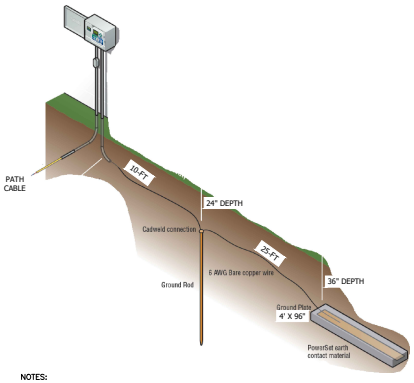
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IRRIGATION DETAILS

SHEET NUMBER
IR09

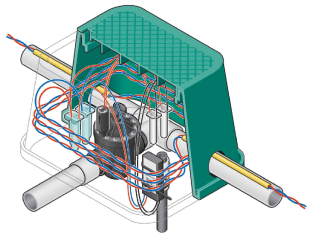
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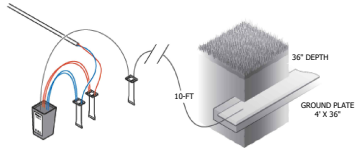


NOTES:
INSTALLATION OF GROUNDING COMPONENTS WILL BE PER MANUFACTURER'S RECOMMENDATIONS.

1 CONTROLLER GROUNDING N.T.S.

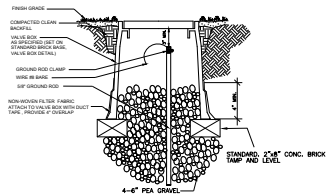


2 DECODER IN VALVE BOX (TYP.) N.T.S.

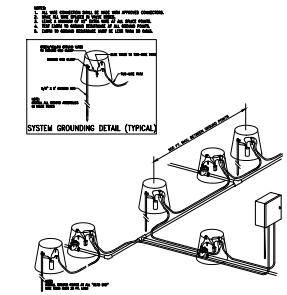


NOTES:
INSTALLATION OF GROUNDING COMPONENTS WILL BE PER MANUFACTURER'S RECOMMENDATIONS.

3 END-OF-LINE SURGE ARRESTOR WIRING AND GROUNDING (TYP.) N.T.S.



4 GROUND ROD SURGE PROTECTOR DETAIL N.T.S.



5 SYSTEM GROUNDING (TYP.) N.T.S.

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IRRIGATION DETAILS

SHEET NUMBER
IR10

IRRIGATION INSTALLATION NOTES:

1. THE PLANS AND DRAWINGS ARE DIAGRAMMATIC OF THE WORK TO BE PERFORMED. SOME COMPONENTS MAY BE SHOWN OUTSIDE THE WORK AREA FOR CLARITY. THE WORK SHALL BE EXECUTED IN A MANNER TO AVOID CONFLICTS WITH UTILITIES AND OTHER ELEMENTS OF CONSTRUCTION, INCLUDING LANDSCAPE MATERIALS. ALL DEVIATIONS FROM THE PLANS SHALL BE APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE BEING INSTALLED. THE CONTRACTOR SHALL NOT WILLFULLY INSTALL ANY ASPECT OF THE IRRIGATION SYSTEM AS SHOWN ON THE PLANS AND DRAWINGS, WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES, OR DISCREPANCIES EXIST THAT MIGHT NOT HAVE BEEN KNOWN DURING THE DESIGN OF THE IRRIGATION SYSTEM. IN THE EVENT THAT NOTIFICATION OF THE CONFLICT IS NOT APPROVED BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR WILL ASSUME FULL RESPONSIBILITY FOR ALL REVISIONS.
2. THE COMPLETED IRRIGATION SYSTEM SHALL FULLY OPERATIONAL AND INSTALLED IN ACCORDANCE WITH THE PLANS, IRRIGATION SYSTEM SPECIFICATIONS AND ALL CONTRACT DOCUMENTS. THE CONTRACTOR SHALL COMPLY WITH ALL PREVAILING LOCAL CODES, ORDINANCES, AND REGULATIONS.
3. CONTRACTOR SHALL VERIFY ALL SITE CONDITIONS, INCLUDING UTILITY LOCATIONS, BEFORE INSTALLATION OF THE IRRIGATION SYSTEM. ALL UTILITIES AND STRUCTURES MAY NOT BE SHOWN ON THE PLANS - CONTRACTOR TO VERIFY, COORDINATE ALL IRRIGATION SYSTEM CONSTRUCTION WITH EXISTING AND NEW PLANTINGS TO AVOID CONFLICT OR INTERFERENCE WITH LOCATION OF PIPING, SLEEVING, CABLES, AND SERVICE UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION WITH ALL OTHER CONSTRUCTION ON SITE, ESPECIALLY LANDSCAPE INSTALLATION. IRRIGATION SYSTEM SHALL BE RELOCATED AT NO ADDITIONAL COST FOR ANY CONFLICT WITH LANDSCAPE INSTALLATION OR ANY OTHER SITE CONSTRUCTION OR EXISTING CONDITIONS. ALL COMPONENTS THAT ARE NOT CONTAINED WITHIN THE SPECIFIC AREAS SHOWN OR CALLED OUT ON THE DRAWINGS WILL NOT BE ACCEPTED, ALL PIPING AND OTHER COMPONENTS ARE TO REMAIN WITHIN THE PROPERTY OF THE OWNER.
4. WHERE EXISTING OR NEW TREES, LIGHT STANDARDS, SIGNS, ELECTRONIC CONTROLLERS AND/OR OTHER OBJECTS ARE AN OBSTRUCTION TO AN IRRIGATION SPRINKLER'S PATTERN, THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY (A MIN. OF 10 L.F. OF SEPARATION FROM ALL UNDERGROUND UTILITIES) TO OBTAIN PROPER COVERAGE OF AN IRRIGATION SPRINKLER'S PATTERN. THE COMPONENT AND PIPING SHALL BE RELOCATED AS NECESSARY TO OBTAIN THE PROPER COVERAGE WITHOUT DAMAGING THE OBSTRUCTION. OWNER'S REPRESENTATIVE SHALL DETERMINE WHETHER AN OBSTRUCTION OCCURS OR NOT.
5. COMPONENT SPACING AS SHOWN ARE MAXIMUMS. DO NOT EXCEED SPACING SHOWN OR NOTED ON THE PLANS. COMPONENT SPACING MAY BE ADJUSTED TO ACCOMMODATE CHANGES IN TERRAIN AND PLANTING LAYOUT AS LONG AS THE MODIFIED SPACING DOES NOT EXCEED THE SPACING SHOWN IN THE PLANS, UNLESS SHOWN OTHERWISE, CONTRACTOR SHALL PROVIDE 100% COVERAGE.
6. ALL MATERIALS AND EQUIPMENT SHOWN SHALL BE NEW AND INSTALLED AS DETAILED ON THE PLANS. IF THE DRAWINGS DO NOT THOROUGHLY DESCRIBE THE TECHNIQUES TO BE USED, THE INSTALLER SHALL FOLLOW THE INSTALLATION METHODS AND INSTRUCTIONS RECOMMENDED BY THEIR MANUFACTURER.
7. THE LOCATION OF THE IRRIGATION MAINLINE SHALL BE IDENTIFIED IN THE FIELD AND APPROVED BY THE OWNER'S REPRESENTATIVE BEFORE INSTALLATION.
8. IRRIGATION CONTRACTOR SHALL ADJUST ALL SPRINKLERS, CONTROLLER AND OTHER DEVICES TO OBTAIN SPECIFIED OPERATING PARAMETERS, INCLUDING COVERAGE, OPERATING PRESSURE, FLOW RATES AND OPERATION TIME, AS INDICATED ON THE DRAWINGS AND IN THE IRRIGATION SYSTEM SPECIFICATIONS.
9. CONTRACTOR TO PROVIDE INSTALLATION SHOP DRAWINGS AND MANUFACTURER PRODUCT INFORMATION FOR ALL IRRIGATION COMPONENTS, FOR APPROVAL, PRIOR TO INSTALLATION. ALL INSTALLATIONS SHALL BE AS RECOMMENDED BY MANUFACTURERS. THE QUANTITIES SHOWN IN THE LEGENDS AND SYMBOL SHEETS SHALL NOT BE USED FOR BIDDING PURPOSES. THE CONTRACTOR WILL BE RESPONSIBLE FOR CONDUCTING A COMPREHENSIVE MATERIALS TAKEOFF TO DETERMINE THE ACTUAL QUANTITIES OF MATERIAL NECESSARY TO EXECUTE THE WORK DESCRIBED IN THE DOCUMENTS.
10. ALL TRENCHES SHALL BE BACKFILLED WITH CLEAN, DEBRIS-FREE MATERIALS. CLEAN SAND SHALL BE USED FOR BEDDING MATERIAL IF PARENT SOIL CANNOT BE ADEQUATELY RID OF ROCK AND OTHER EXTRANEOUS DEBRIS. PULLING PIPE SHALL BE PROHIBITED.
11. ALL SOLVENT WELDING SHALL BE PRECEDED BY PRIMING OF THE FITTINGS AND PIPE AS RECOMMENDED BY THE MANUFACTURER.
12. ALL PVC SLEEVES SHALL BE JOINED WITH GLUE FITTINGS. ANY GASKETED JOINTS WILL BE REJECTED.
13. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBER, CONTRACTOR TO LABEL ALL VALVE BOX COVERS WITH THE CORRESPONDING CONTROLLER ZONE NUMBER. NUMBERING SIZE 1". PROVIDE TAGS TO ALL VALVES AS SHOWN PER DETAILS.
14. CONTRACTOR TO PLACE TREE BUBBLERS AT OUTER EDGE OF ROOT BALL, NOT OUTER EDGE OF PLANTING HOLE. TREE BUBBLERS TO BE VISIBLE FOR INSPECTION.
15. PIPING INCLUDING MAINLINES AND LATERALS SHALL BE COLOR CODED PANTONE PURPLE 522C FOR FUTURE CONVERSION OF THE SYSTEM TO REUSE WATER PER COUNTY ORDINANCES AND STATE STATUTES. THE IRRIGATION SYSTEM COMPONENTS SHALL BE COMPATIBLE FOR USE WITH REUSE WATER AND FLORIDA ADMINISTRATIVE CODE 62-610 REUSE OF RECLAIMED WATER AND LAND APPLICATION. ALL VALVES, VALVE BOX COVERS, AND OTHER APPLICABLE EQUIPMENT SHALL BE COLOR CODED PANTONE PURPLE 522C.
16. THE TWO-WIRE PATH SHALL BE PAIGE ELECTRIC AWG 12-2 BLACK COMMUNICATION WIRE LAID BELOW THE IRRIGATION MAINLINE. ALL WIRE PATHS THAT GO TO THE NORTH OR WEST OF THE CONTROLLER SHALL BE ID2-BLU (BLUE), ALL WIRE PATHS THAT GO TO THE SOUTH OR EAST OF THE CONTROLLER SHALL BE ID2-ORG (ORANGE).
17. ALL CONNECTIONS FROM THE 2-WIRE PATH TO THE DECODERS GROUND RODS, GROUND PLATES AND CONTROLLER SHALL BE WITH 3M DBR-6 WIRE CONNECTORS. ALL CONNECTIONS BETWEEN THE SOLENOID VALVES AND DECODERS SHALL BE WITH HIT DBC-Y CONNECTORS. WHERE ADDITIONAL WIRE IS REQUIRED FROM THE DECODER TO THE CONTROL VALVE SOLENOID, THE WIRE SHALL BE DIRECT BURIAL STANDARD PAIR 14 AWG.
18. ELECTRICAL CONNECTIONS: CONTRACTOR WILL BE RESPONSIBLE FOR THE ELECTRICAL CONNECTION(S) TO THE ELECTRICAL SUPPLY(S), THE ELECTRICAL CONNECTION FOR EACH PUMP STATION WILL BE WITHIN 25' OF THE DESIGNATED WELL/PUMP LOCATION(S) AS SHOWN ON THE IRRIGATION PLANS. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAKING ALL PROJECT RELATED ELECTRICAL CONNECTIONS BEYOND THIS POINT FOR THE PUMP STATION AND IRRIGATION SYSTEM EQUIPMENT.
19. ALL CONNECTIONS TO THE IRRIGATION MAINLINE (2 1/2" OR LARGER) SHALL BE ACCOMPLISHED VIA THE USE OF DUCTILE IRON SERVICE TEES. ALL CHANGES OF DIRECTION SHALL BE ACCOMPLISHED VIA THE USE OF DUCTILE IRON 45 DEGREE ELBOWS W/ PROPER THRUST BLOCKING.
20. LOCATE ALL VALVES IN PLANTING BEDS OR MULCHED AREAS WITH A MINIMUM OFFSET OF 3'-0" FROM BACK OF CURB OR EDGE OF PAVEMENT. VALVES LOCATED IN MEDIANS SHALL BE INSTALLED AS CLOSE TO THE MEDIAN CENTER AS POSSIBLE.
21. ALL VALVES (SOLENOID, GATE, ISOLATION, AIR RELIEF AND FLUSH), SURGE PROTECTORS AND FILTERS SHALL BE LOCATED WITHIN THE SPECIFIED VALVE BOXES AS SHOWN ON THE VALVE BOX SIZING TABLE.
22. ALL PULL BOXES SHALL CONTAIN A MIN. OF 6' OF SLACK COILED VALVE WIRES WITHOUT ANY SPLICES.
23. IRRIGATION COMMUNICATION CABLE SHALL HAVE IT'S OWN SEPARATE SCH 80 PVC CONDUIT UNLESS NOTED OTHERWISE. ELECTRICAL CONNECTING WIRE BETWEEN POINT OF CONNECTION AND CONTROLLER SHALL BE INSTALLED IN ITS OWN SCH. 80 PVC CONDUIT. WIRE FROM THE POINT OF CONNECTION TO THE CONTROLLER SHALL BE IN CONDUIT FOR ITS ENTIRE LENGTH.
24. SWEEPS SHALL BE PROVIDED FOR ALL WIRES TO CONNECT CONDUIT TO VALVE BOXES.
25. ALL PROPOSED IMPERVIOUS SURFACE IRRIGATION PIPE CROSSINGS WILL BE DIRECTIONAL BORE PIPE INSTALLATIONS TO BE COMPLETED BY CONTRACTOR FOLLOWING COMPLETION OF ROADWAY CONSTRUCTION. THE IRRIGATION CONTRACTOR SHALL BE DIRECTLY RESPONSIBLE FOR ALL DIRECTIONAL BORES, UNLESS OTHERWISE NOTED.
26. ALL UN-SIZED PIPE SHALL BE MINIMUM 1".
27. EACH TREE AND PALM SHALL HAVE TWO (2) PRESSURE COMPENSATING FLOOD BUBBLERS (OR AS SHOWN ON THE PLANS). EACH BUBBLER SHALL BE ON A MINIMUM 5'-0" LENGTH OF FUNNY PIPE TO ALLOW IT'S POSITIONING AT THE TREE. LOCATE BUBBLERS ON THE UPHILL SIDE OF TREES ON ALL SLOPES. LOCATE BUBBLERS IN THE CENTER OF THE ROOTBALL AND EQUAL DISTANCE APART.
28. DURING INSTALLATION AND UPON COMPLETION OF THE IRRIGATION SYSTEM, DECODERS SHALL BE PROGRAMMED TO THE CONTROLLER STATION AS PER THE IRRIGATION ZONE NUMBERS.
29. PER MANUFACTER'S DIRECTIONS, THE IRRIGATION CONTRACTOR SHALL INSTALL A CONTINUOUS COLOR CODED DETECTABLE METAL MARKING TAPE IN CONJUNCTION WITH ALL MAINLINE IRRIGATION PIPE LOCATIONS, 12" BELOW FINISHED GRADE, WHICH CLEARLY NOTES: "CAUTION: WATER LINE BURIED BELOW", FOR FUTURE LOCATING PURPOSES. TAPE SHALL BE MANUFACTURED BY LINEGUARD, INC., OR APPROVED EQUAL.
30. ALL VALVES SHALL BE LOCATED WITH REFLECTIVE PAVEMENT MARKERS (GREEN) ON EITHER SIDE OF THE MEDIAN.
31. AT EACH END OF EACH BORING THE CONTRACTOR SHALL INSTALL ONE OMNI LOCATER BALL PER BORING PER MANUFACTURER'S INSTRUCTIONS, AND NOTE ON AS-BUILTS THE LOCATIONS OF THE MARKERS AS INSTALLED.
32. IRRIGATION LATERAL LINES TO BE BURIED AT A DEPTH OF 24" UNLESS NOTED OTHERWISE.
33. IRRIGATION MAINLINES TO BE BURIED AT A DEPTH OF 36" UNLESS NOTED OTHERWISE.
34. ALL COMPONENTS INSTALLED BY THE IRRIGATION CONTRACTOR, SHALL BE LOCATED ON THE "AS-BUILT" DRAWINGS. THE EXACT LOCATION AND DEPTH BELOW FINISH GRADE OF ALL COMPONENTS SHALL BE NOTED ON THE "AS-BUILT" DRAWINGS. EACH POINT OF IRRIGATION SHALL BE MEASURED FROM 2 FIXED POINTS OF REFERENCE.
35. IRRIGATION CONTRACTOR SHALL SECURE ANY AND ALL NECESSARY PERMITS FOR THE WORK PRIOR TO COMMENCEMENT OF HIS OPERATIONS ON-SITE. COPIES OF THE PERMITS SHALL BE SENT TO THE LANDSCAPE SUPERVISOR, WORK IN THE RIGHT OF WAY SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF LOCAL AND/OR STATE HIGHWAY JURISDICTION.
36. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SPEEDY AND ORDERLY FLOW OF VEHICULAR TRAFFIC AND COMPLETION OF ALL WORK ON THE SITE.
37. CONTRACTOR SHALL GRADE AND SOD ALL DISTURBED AREAS TO MATCH PRE-EXISTING CONDITIONS. RESTORATION WORK WILL PROVIDE A SMOOTH TRANSITION BETWEEN ALL DISTURBED AREAS TO EXISTING UNDISTURBED AREAS.
38. PIPE LOCATIONS SHOWN ARE SCHEMATIC, THE MAINLINE SHALL BE INSTALLED 36" FROM THE EDGE OF PAVEMENT BUT NO CLOSER THAN 12". THE CONTRACTOR IS RESPONSIBLE FOR LOCATION ADJUSTMENTS WHEN NECESSARY TO AVOID CONFLICTS.
39. ALL PROPOSED SLEEVES THAT CONNECT MEDIANS FROM NOSING TO NOSING SHALL EXTEND A MIN. OF 7' INTO THE PROPOSED 8 -LANE PHASE OF THE MEDIAN LANDSCAPE BEDS.
40. BACKFLUSH FILTER DRAIN PIPE SHALL DISCHARGE INTO WILD BLUE WATER BODY (UNLESS OTHERWISE DIRECTED BY OWNER OR OWNER'S REPRESENTATIVE). THE SEPARATION DISTANCE BETWEEN THE WATER SOURCE INTAKE PIPE AND THE FILTER BACKFLUSH DISCHARGE PIPE SHALL BE A MINIMUM OF 60 (SIXTY) LINEAR FEET.
41. CONTRACTOR SHALL PROVIDE SUPPLEMENTAL IRRIGATION OF ALL PROPOSED LANDSCAPE MATERIALS REGARDLESS OF AVAILABILITY OF ELECTRICAL POWER. USE OF WATERING BAGS ON PLANTS IS NOT AN ACCEPTABLE ALTERNATIVE.

NOTICE TO ALL CONTRACTORS

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

STATE, COUNTIES & CITIES ARE THEIR PART OF THE ONE CALL SYSTEM.THEY MUST BE CALLED INDIVIDUALLY.

BEFORE YOU DIG STOP CALL SUNSHINE 1-800-432-4770

Carson Spec Valve Box
Rectangle 12 in. x 20 in. x 12 in.H Purple Box/Purple Lid
Overlapping RWDNDES w/Bolt

~~CDR VALVE BOX NUMBER A16-1616-12~~	~~CDR VALVE BOX NUMBER A16-1116-12~~	~~CDR VALVE BOX NUMBER A16-1118-18~~
GROUND RODS & PLATES	ELECTRIC SOLENOID VALVE & GATE VALVE	ELECTRIC SOLENOID VALVE &
QUICK COUPLING VALVE	Carson Spec Valve Box	PRESSURE REDUCING VALVE
MAINLINE GATE/ISOLATION VALVE	Rectangle 12 in. x 20 in. x 12	
MAINLINE AIR RELIEF VALVE	in.H Purple Box/Purple Lid	
PRESSURE GAUGE CHECK POINTS	Overlapping RWDNDES w/Bolt	
~~CDR VALVE BOX NUMBER A16-1324-12~~	~~CDR VALVE BOX NUMBER W-A6-1122-12~~	~~CDR VALVE BOX NUMBER RTP-1220-12~~
WHEN A JUMBO BOX IS REQUIRED	GATE/ISOLATION VALVE	GATE/ISOLATION VALVE & LARGE DISC
Carson Spec Valve Box	SMALL DISC FILTER	FILTER (1 1/2" OR 2" SUPER FILTER), W
Rectangle 12 in. x 20 in. x 12	ELECTRIC SOLENOID VALVE	SOLENOID VALVE & PRESSURE REDUCING
in.H Purple Box/Purple Lid	PRESSURE REDUCING VALVE	VALVE, *INSTALL SOLENOID VALVE AND
Overlapping RWDNDES w/Bolt		PRESSURE REDUCING VALVE IN MODEL
		~~A16-1116-12 VALVE BOX~~
CARSON VALVE BOX NUMBER 910 - AIR RELIEF VALVE, LINE FLUSHING VALVE		

NOTES:
1. CDR VALVE BOXES SHALL BE POLYMER/CONCRETE WITH PURPLE LIDS STAMPED LEE COUNTY IRRIGATION
2. CARSON VALVE BOXES SHALL BE CONSTRUCTION GRADE WITH PURPLE LIDS
3. VALVE BOXES SHALL HAVE FILTER FABRIC SECURELY ATTACHED TO THE SIDES OF THE BOX AND HAVE 6" OF WASHED PEA GRAVEL ON TOP OF THE FILTER FABRIC INSIDE THE BOX
4. PROVIDE A 2" MINIMUM AIR GAP BETWEEN THE TOP OF THE GRAVEL AND THE BOTTOM OF THE DEVICES, AND A 2" AIR GAP BETWEEN THE TOP OF THE DEVICES AND THE BOTTOM OF THE VALVE BOX COVER
5. CONCRETE PAVERS OR BRICKS SHALL BE USED TO LEVEL AND SUPPORT THE VALVE BOX ON EACH SIDE

VALVE BOX SIZING TABLE

FINAL ACCEPTANCE

FINAL ACCEPTANCE OF THE IRRIGATION SYSTEM WILL BE GIVEN AFTER THE FOLLOWING DOCUMENTS AND CONDITIONS HAVE BEEN COMPLETED AND APPROVED. FINAL PAYMENT WILL NOT BE RELEASED UNTIL THESE CONDITIONS ARE SATISFIED.

1. FINAL WALK-THRU AND CORRECTION OF ALL PUNCH LIST ITEMS.
2. COMPLETION AND ACCEPTANCE OF "AS-BUILT" DRAWINGS.
3. ACCEPTANCE OF REQUIRED CONTROLLER CHARTS AND PLACEMENT INSIDE OF CONTROLLERS.
4. TURN OVER OF ALL REQUIRED PARTS AND TOOLS AS OUTLINED IN THE PROJECT SPECIFICATIONS.
5. TURN OVER OF THE "IRRIGATION MANUAL" AS OUTLINED IN THE PROJECT SPECIFICATIONS.

GUARANTEE: THE IRRIGATION SYSTEMS SHALL BE GUARANTEED TO BE FULLY OPERATIONAL AND AUTOMATIC FOR A MINIMUM OF ONE CALENDAR YEAR FROM THE TIME OF FINAL ACCEPTANCE.

MINIMUM RECOMMENDED IRRIGATION MAINTENANCE PROCEDURES

1. EVERY IRRIGATION ZONE SHOULD BE CHECKED MONTHLY AND WRITTEN REPORTS GENERATED DESCRIBING THE DATE(S) EACH ZONE WAS INSPECTED, PROBLEMS IDENTIFIED, DATE PROBLEMS REPAIRED, AND A LIST OF MATERIALS USED IN THE REPAIR. AT MINIMUM, THESE INSPECTIONS SHOULD INCLUDE THE FOLLOWING TASKS:
   - 1.1. TURN ON EACH ZONE FROM THE CONTROLLER TO VERIFY AUTOMATIC OPERATION.
   - 1.2. CHECK SCHEDULES TO ENSURE THEY ARE APPROPRIATE FOR THE SEASON, PLANT AND SOIL TYPE, AND IRRIGATION METHOD. CONSULT AN I.A. CERTIFIED AUDITOR FOR METHODS USED IN DETERMINING PROPER IRRIGATION SCHEDULING REQUIREMENTS.
   - 1.3. CHECK REMOTE CONTROL VALVE TO ENSURE PROPER OPERATION.
   - 1.4. CHECK SETTING ON PRESSURE REGULATOR TO VERIFY PROPER SETTING, IF PRESENT.
   - 1.5. CHECK FLOW CONTROL AND ADJUST AS NEEDED; ENSURE VALVE CLOSURE WITHIN 10-15 SECONDS AFTER DEACTIVATION BY CONTROLLER.
   - 1.6. CHECK FOR LEAKS - MAINLINE, LATERAL LINES, VALVES, HEADS, ETC.
2. CHECK CONTROLLER/C.C.U. GROUNDS FOR RESISTANCE (10 OHMS OR LESS) ONCE PER YEAR. SUBMIT WRITTEN REPORTS.
3. CHECK RAIN SHUT-OFF DEVICE MONTHLY TO ENSURE IT FUNCTIONS PROPERLY.
4. INSPECT ALL FILTERS MONTHLY AND CLEAN/REPAIR/REPLACE AS NEEDED.
5. INSPECT BACKFLOW DEVICES BY UTILIZING A PROPERLY LICENSED BACKFLOW INSPECTOR. THIS SHOULD BE DONE ANNUALLY, AT MINIMUM.
6. INSPECT ALL VALVE BOXES TO ENSURE THEY ARE IN GOOD CONDITION, LIDS ARE IN PLACE AND LOCKED.
7. CHECK CONTROLLER STATIONS FOR PROPER OPERATION, PRESSURES, FILTRATION, SETTINGS, ETC. - REFER TO PUMP STATION OPERATIONS MANUAL.
8. CHECK AND CLEAN INTAKE SCREENS ON ALL SUCTION LINES QUARTERLY, AT MINIMUM. CLEAN AND/OR REPAIR, AS NEEDED.
9. CONDUCT ADDITIONAL INSPECTIONS, MAINTENANCE TASKS, ETC. THAT ARE PARTICULAR FOR YOUR Site.

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

JEFFREY WAGLE, PLA
FL License No. LA-0667559

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

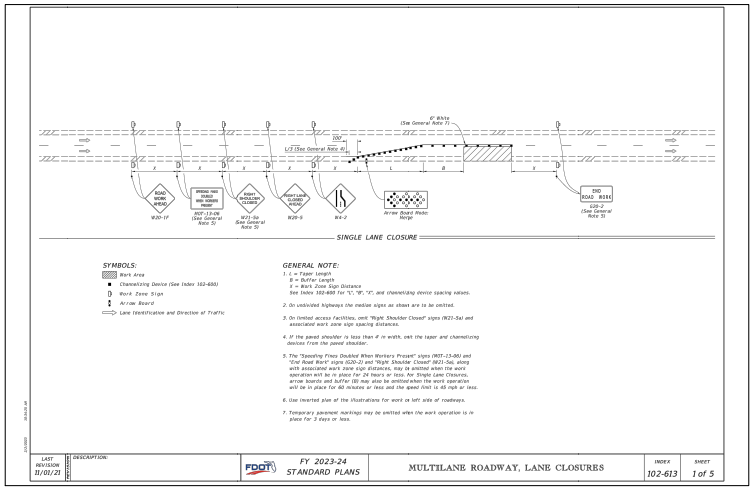
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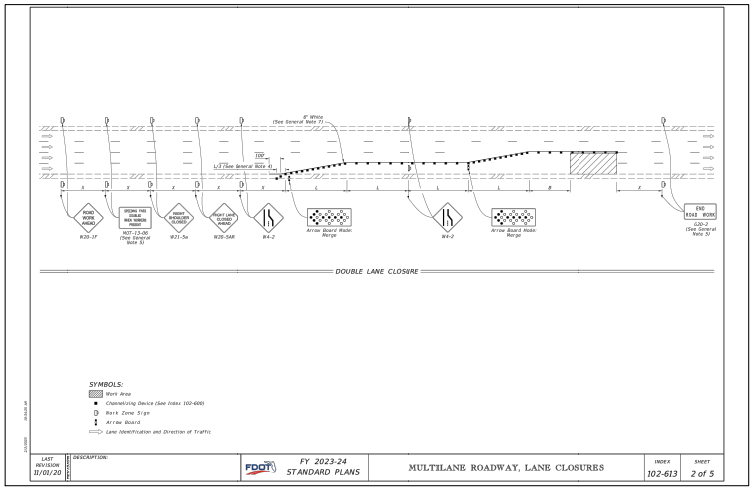
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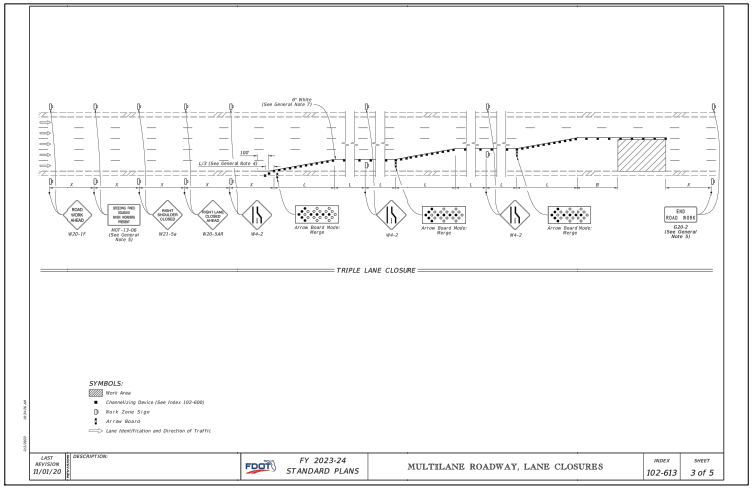
DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

IRRIGATION NOTES

SHEET NUMBER
IR11







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An Apex Company
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P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
E.B. #642 & L.B. #642

JEFFREY WAGLE, PLA
FL License No. LA-6667259

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

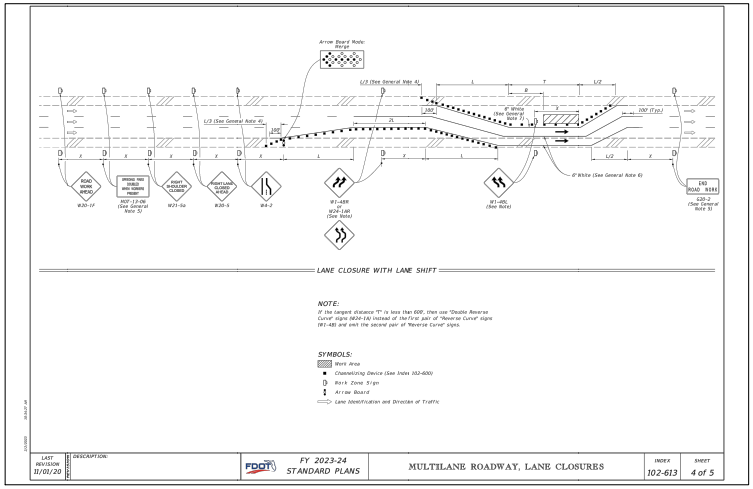
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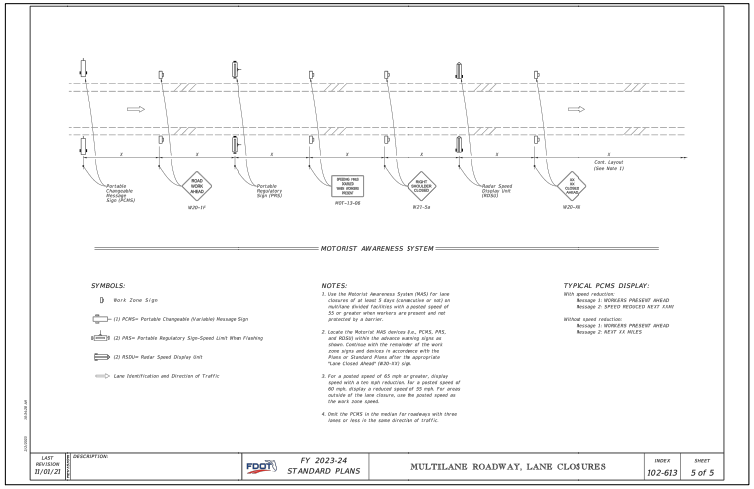
NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

MAINTENANCE OF TRAFFIC

SHEET NUMBER
M01





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

JEFFREY WAGLE, PLA
FL License No. LA-0667259

VILLAGE OF ESTERO
PUBLIC WORKS
DEPARTMENT

CORKSCREW ROAD
MEDIANS - BEN HILL
GRIFFIN PARKWAY TO
CORKSCREW WOODLANDS
BOULEVARD

REVISIONS

NO.	DESCRIPTION	DATE

DATE: NOVEMBER, 2024
PROJECT NO. 20225140-008
FILE NO. 00-00-00
SCALE: AS SHOWN

MAINTENANCE OF TRAFFIC

SHEET NUMBER
M02

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 21, 2025

Agenda Item:

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

Motion to adopt the Second Amendment.

Background:

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

While on April 2nd 2025, the Parties entered into a First Amendment to the Agreement to incorporate the final footprint of the REF, expressly prohibit gambling activities, and to extend the date on which the Parties would effectuate the transfer the Parcel to High 5, subsequent to the First Amendment's adoption, the Parties have engaged in certain additional negotiations concerning the Village's compensation and the content of the associated Common Area Maintenance (CAM) agreement.

Additionally, the Parties have acknowledged the need to ensure the Village continues to have the legal authority to finalize the preparation of the High 5 Parcel to be "pad ready" after title transfers to High 5. This requires a construction easement to be agreed to by High 5.

In light of these developments, the Parties have agreed that certain provisions in the initial Agreement, as amended by the First Amendment, should be amended. The attached Second Amendment accomplishes those changes, and the Village staff does not anticipate any further changes to the Agreement will be needed prior to the parcel being conveyed.

Action Requested: Motion to adopt the Second Amendment.

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

Financial Impact: N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

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

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

This Second Amendment (the "Second Amendment") to the Public Improvement Agreement (the "Agreement") between the **Village of Estero**, a Florida municipal corporation (the "Village"), and **High Five Up Top, LLC**, a Texas Limited Liability Corporation, to be assigned to its entities, **HD5 Entertainment, LLC**, a Texas Limited Liability Corporation authorized to conduct business in Florida and **High Five Entertainment, LLC**, a Texas Limited Liability Corporation authorized to conduct business in Florida ("collectively, "**High 5**"), with the Village and High 5 collectively referred to herein as the "**Parties**", is made and entered into this **21st day of May, 2025** (the "Effective Date") as follows:

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

WHEREAS, on April 2nd 2025, the Parties entered into a First Amendment to the Agreement to incorporate the final footprint of the REF, expressly prohibit gambling activities, and to extend the date on which the Parties would effectuate the transfer the Parcel to High 5; and

WHEREAS, subsequent to the First Amendment's adoption, the Parties have engaged in certain additional negotiations concerning the Village's compensation and the content of the associated Common Area Maintenance (CAM) agreement; and

WHEREAS, the Parties have also acknowledged the need to ensure the Village continues to have the legal authority to finalize the preparation of the High 5 Parcel to be "pad ready" after title transfers to High 5; and

WHEREAS, in light of these developments, the Parties have agreed that certain provisions in the initial Agreement, as amended by the First Amendment, should be amended.

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

1. Article II (Obligations of Village) is hereby amended by adding the following sentences to the end of subsection (B):

   After the Parcel is conveyed to High 5, and during the Village's construction activities on the Property, including development of the common areas and the

conversion of High 5's Parcel to a "pad ready" state, the Village shall have a non-exclusive temporary construction easement over, on, under, upon and across the High 5 Parcel for the purpose of constructing the common area elements, and for all site work required to make the High 5 Parcel "pad ready" for construction of the REF. This temporary construction easement shall expire at the earlier of the Village's completion of all common area elements and the making of the High 5 Parcel pad ready, or High 5's Notice of Commencement to construct the REF.

2. Article IV of the Agreement (Compensation to Village) is amended to add a new subsection (D) as follows:

D. **Development Cost Base Fee (DCBF)**

1. The High 5 DCBF is **$706,677** annually. The DCBF has been calculated on the Village Investment set forth **Exhibit "A"** (based on an 8% return to the Village of Estero). High 5 will pay **34.6%** of the DCBF based on the prorated share of the investment calculated on parcel size per commercial occupant of the Entertainment District Site (as that term is defined in that certain CAM Agreement between the Parties effective May 26th 2025). The duration of the DCBF will be no less than the duration of the Agreement as Amended.

2. Upon beginning operations, High 5 shall begin paying the DCBF. On or about February 1, May 1, August 1 and November 1 of each calendar year, the Village shall provide High 5 with an invoice for one quarter of the annual DCBF. This invoice may be combined with the Village's invoice for CAM fees.

3. High 5 shall pay to Village the DCBF within thirty (30) days following High 5's receipt of such invoice.

4. If any installment of the DCBF is not paid within fifteen (15) days after the due date, at the option of Village, a late charge not greater than ten percent (10%) of the amount due may be imposed, and all sums shall bear interest from the dates when due until paid at the highest lawful rate. The Village may bring an action at law against High 5 to pay the same.

5. It shall be the legal right of the Village to enforce payment of the DCBF hereunder. Failure of the Village to send or deliver invoices shall not, however, relieve High 5 from its obligations hereunder.

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

The Parties will close on the transfer of the Parcel to High 5 on or before June 13th 2025~~July 15, 2024~~.

4. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this Second Amendment shall be the Effective Date provided for herein.

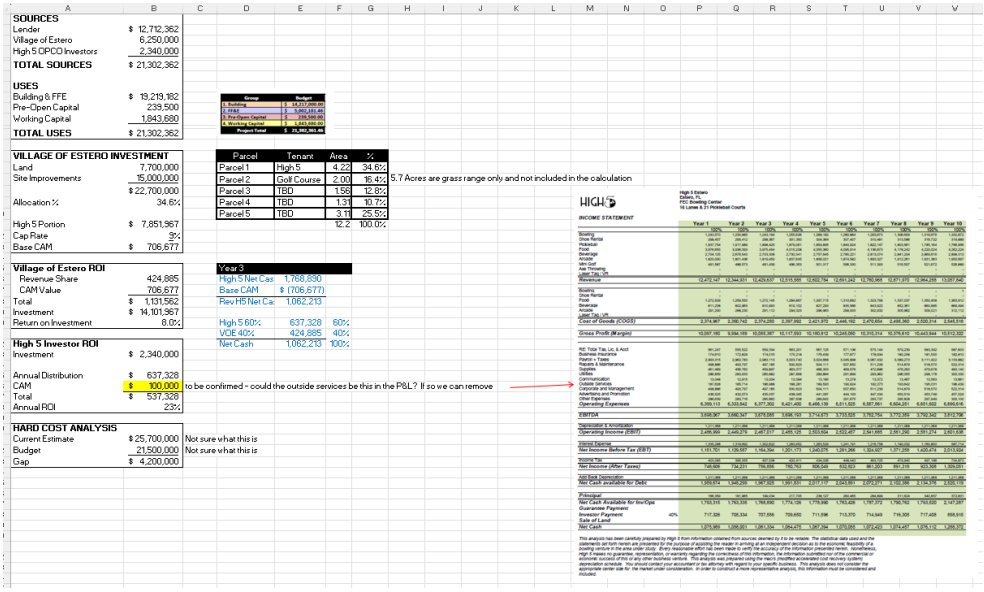
5. All other terms and conditions of the Agreement, as amended by the First Amendment, shall remain in effect and are not altered by the adoption of this Second Amendment.

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

Village of Estero	**High Five Up Top, LLC**
_____	_____
Steve Sarkozy, Village Manager	**Scott Emley, CEO**

Exhibit "A"

VILLAGE INVESTMENT



SOURCES	
Lender	$ 12,712,362
Village of Estero	6,250,000
High 5 OPCO Investors	2,340,000
TOTAL SOURCES	$ 21,302,362

USES	
Building & FFE	$ 19,219,182
Pre-Open Capital	239,500
Working Capital	1,843,680
TOTAL USES	$ 21,302,362

VILLAGE OF ESTERO INVESTMENT	
Land	7,700,000
Site Improvements	15,000,000
	$ 22,700,000
Allocation %	34.6%
High 5 Portion	$ 7,851,967
Cap Rate	9%
Base CAM	$ 706,677

Village of Estero ROI	
Revenue Share	424,885
CAM Value	706,677
Total	$ 1,131,562
Investment	$ 14,101,967
Return on Investment	8.0%

High 5 Investor ROI	
Investment	$ 2,340,000
Annual Distribution	$ 637,328
CAM	$ 100,000
Total	$ 537,328
Annual ROI	23%

to be confirmed - could the outside services be this in the P&L? If so we can remove

HARD COST ANALYSIS		
Current Estimate	$ 25,700,000	Not sure what this is
Budget	21,500,000	Not sure what this is
Gap	$ 4,200,000	

Parcel	Tenant	Area	%
Parcel 1	High 5	4.22	34.6%
Parcel 2	Golf Course	2.00	16.4%
Parcel 3	TBD	1.56	12.8%
Parcel 4	TBD	1.31	10.7%
Parcel 5	TBD	3.11	25.5%
		12.2	100.0%

5.7 Acres are grass range only and not included in the calculation

Year 3	
High 5 Net Cas	1,768,890
Base CAM	$ (706,677)
Rev HI5 Net Cas	1,062,213
High 5 60%	637,328
VOE 40%	424,885
Net Cash	1,062,213

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 21, 2025

Agenda Item:

Resolution No. 2025-09 Approving FDOT Grant 454891-1-34-01 for Broadway Avenue West design improvements

Motion to adopt Resolution No. 2025-09

Background:

In November of 2023 through the Florida House of Representatives, the Village requested $1.3 million in funding to support the Broadway Avenue West Improvements Design. The grant is managed by FDOT. The Village was recently notified by FDOT that $300,000 was approved. FDOT requires a Council Resolution approving the grant award.

Action Requested:

Motion to adopt Resolution No. 2025-09

Process and Timeline:

A Request for Qualifications design scope of work has been developed, and a public solicitation is in progress.

Financial Impact:

These funds will be available to off-set the design cost of Broadway Avenue West design improvements.

Prepared by: Steve Gillette

Attachments:

1. Resolution No. 2025-09
2. FDOT 454891-1-34-01 Grant Agreement

A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING EXECUTION OF A GRANT AGREEMENT WITH FDOT FOR DESIGN OF BROADWAY AVENUE WEST IMPROVEMENTS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village of Estero desires to undertake certain improvements along Broadway Avenue West in the Village; and

WHEREAS, the FDOT has awarded the Village a grant to assist in funding the design of the improvements; and

WHEREAS, the Agreement requires adoption of a Resolution accepting the obligations of the Agreement and authorizing its execution.

NOW, THEREFORE BE IT RESOLVED by the Village Council of the Village of Estero, Florida, that:

Section 1. The Broadway Avenue West grant agreement between the State of Florida Department of Transportation and Village of Estero (attached hereto and incorporated herein) is hereby approved.

Section 2. The Mayor or Village Manager is authorized to execute the Agreement.

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 21st day of May, 2025.

_____
Joanne Ribble, Mayor

Attest:

_____
Carol Sacco, Village Clerk

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

FPN: 454891-1-34-01	Fund: GR25	FLAIR Category:
	Org Code: 55013030152	FLAIR Obj: 751000
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No:12	Contract No:	Vendor No: F5960005874001

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Village of Estero, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Apropriation 204A of Ch. 2023-239, Laws of Florida , Local Transportation Projects , CSFA 55.039

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of roadway and pedestrian improvements along Broadway Avenue W From US41 to Armada Court , as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

    a. The estimated cost of the Project is $300,000.00 (Three Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $300,000.00 (Three Hundred Thousand Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

    c. The Department's participation in eligible Project costs is subject to, but not limited to:

        i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

        ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any 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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, 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

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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 be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

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added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☐ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. **Exhibit and Attachment List**

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT VILLAGE OF ESTERO

By: _____
Name: _____
Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

Legal Review:

DS
DC

By: _____
Name: _____

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Alt Form 525-010-60eA

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-011-0A
PROGRAM MANAGEMENT
05/21

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 454891-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Village of Estero (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.765

PROJECT DESCRIPTION: Broadway Avenue W from US 41 to Armada Court

The purpose of this Exhibit is to describe the scope of work and the responsibilites of the Village of Estero in connection with the design and analysis of Broadway Avenue W from US 41 to Armada Court. The general objective is for the proejct to design and identify drainage, roadway, and pedestrian improvements to reduce flooding and imrove roadway and pedestrian safety within the project limits.

Specifically and non inclusive the following are included in the Scope of Services:

1. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, environmental permits and other necessary documents.
2. Coordination with utility owners during design will be required to determine and avoid potential impacts. Where unavoidable, disposition of utility conflicts should be coordinated.
3. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
4. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
5. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs.
6. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
7. Satisfy and obtain all sovereign land requirements and easements from the Florida Department of Enviromental Protection, including mapping and survey, if required.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department.

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The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Design Complete by December 31, 2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:
Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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Alt Form 525-010-60eB

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE-FUNDED GRANT AGREEMENT

525-011-0B
PROGRAM
MANAGEMENT
8/21

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Village of Estero 9401 Corkscrew Palms Circle Estero, Fl, 33928	454891-1-34-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY: 24/25	Maximum Department Participation (GR25)	$300,000.00	$	$300,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$300,000.00 %	$ 0.00 %	$300,000.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$300,000.00	$ 0.00	$300,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Aileen Keating
District Grant Manager Name

DocuSigned by:
Signature 04/30/2025 | 1:36 PM EDT
Date

Docusign Envelope ID: 76F223FC-E7A7-4547-9A9B-BA53A08698BC

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

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EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

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EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions. Please see* ***Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1*** *and* ***4*** *for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

☐ County Incentive Grant Program (CIGP), (ALN 55.008)
☐ Small County Outreach Program (SCOP), (ALN 55.009)
☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
☒ Specific Apropriation 204A of Ch. 2023-239, Laws of Florida, Local Transportation Projects , CSFA 55.039

***Award Amount:** $300,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 21, 2025

Agenda Item:

First reading of Zoning Ordinance No. 2025-02, Home2 Suites at Coconut Point

Pass first reading and schedule second reading for June 4, 2025

Background:

This is an amendment to the Coconut Point Mixed Use Planned Development zoning for a 2+acre area in the back parking lot adjacent to Via Coconut Point. It also includes amendments to the Development of Regional Impact (DRI) for Coconut Point.

The applicant is proposing to develop a 111-room, 4-story hotel, north of the Residences and south of the movie theater. The approved zoning allows the hotel use, but the maximum number of hotel units in the approved zoning and Development of Regional Impact will be exceeded, necessitating amendments to both the zoning and Development of Regional Impact.

Description:

This case was heard at the Planning Zoning and Design Board on February 11, 2025. The Board voted to approve it with conditions (vote 7-1).

See attached staff report for details.

Action Requested:

Pass first reading and schedule second reading for June 4, 2025

Process and Timeline:

- Public Information Meeting December 12, 2023
- Planning Zoning and Design Board Workshop on December 10, 2024
- Planning Zoning and Design Board Public Hearing February 11, 2025
- Council first reading May 21, 2025
- Council second reading June 4, 2025

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared By: Mary Gibbs

Attachment:

1. Ordinance No. 2025-02 and DRI Amendment
2. Staff Report Case No. DCI2024-E005
3. Applicant's Pattern Book

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2025-02

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING WITH CONDITIONS AN AMENDMENT TO THE MIXED USE PLANNED DEVELOPMENT ZONING AND DEVIATIONS FOR A 2.37-ACRE PROPERTY LOCATED IN THE COCONUT POINT DEVELOPMENT OF REGIONAL IMPACT (DRI); AND APPROVING DRI DEVELOPMENT ORDER AMENDMENTS FOR PROPERTY BOUNDED BY US 41 ON THE WEST, WILLIAMS ROAD ON THE NORTH, SEMINOLE GULF RAILROAD RIGHT-OF-WAY ON THE EAST AND THE SOUTHERN BOUNDARY FOR THE VILLAGE OF ESTERO LIMITS, ALL IN THE VILLAGE OF ESTERO, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, PHG Acquisitions, LLC, represented by Ingenium Enterprises, Inc. (the "Applicant"), filed an application to amend the Mixed Use Planned Development zoning and DRI Development Order for property located within **Coconut Point**, consisting of approximately 2.37 acres for the rezoning parcel (the "Property") for a 111-room proposed Home2 Suites hotel within Tract 2A of the 482.4-acre DRI, along with a decrease of 2,000 square feet of commercial retail floor area in Development Area 2; and

WHEREAS, the Coconut Point Development of Regional Impact (DRI) and the Coconut Point Mixed Planned Development (MPD) were approved by the Lee County Board of County Commissioners on October 21, 2002; and

WHEREAS, the zoning and DRI have been amended numerous times over the years by Lee County; and

WHEREAS, the Coconut Point DRI and Coconut Point MPD are now under the jurisdiction of the Village of Estero; and

WHEREAS, the Village of Estero adopted Ordinance 2017-02 which approved zoning amendments and the Ninth Development Order Amendment and Restatement for Coconut Point DRI on June 21, 2017; and

WHEREAS, numerous time extensions provided for by law have been submitted and accepted by Lee County and the Village of Estero; and

WHEREAS, the zoning case number is DCI2024-E005; and

WHEREAS, the Applicant proposes a 111-room, 4-story hotel (Home2 Suites), with a Master Concept Plan, supplemental Pattern Book, and two deviations; and

WHEREAS, a noticed Public Information Meeting was held on December 12, 2023 at the Planning Zoning and Design Board; and

WHEREAS, a duly noticed public hearing was held at the Planning Zoning and Design Board on February 11, 2025; and

WHEREAS, a duly noticed first reading was held before the Village Council on May 21, 2025; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on June 4, 2025, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff, the recommendations of the Planning Zoning and Design Board, and the comments of the public.

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

Section 1. DRI and Zoning Amendments.

The Village Council approves with conditions the amendment to the zoning subject to the following conditions and deviations. The Tenth Development Order Amendment and Restatement for Coconut Point DRI is also approved and incorporated herein as Exhibit E.

Section 2. Conditions.

1. Previous Resolutions and Ordinances

   The terms and conditions contained in previous Resolutions and Ordinances that have not been deleted or amended remain in effect except as modified by the conditions in this approval.

2. Master Concept Plan and Site Plan

   Development of this project for the proposed hotel on 2.37 acres must be consistent with the Coconut Point MPD Master Concept Plan dated April 17, 2025 (Exhibit A), and the two-page site plan titled "Home2 Suites Site Plan" stamped "Received May 8, 2025". (Exhibit B)

3. Development Parameters and Uses for 2.37-Acre Parcel

   Development is permitted at a maximum as follows:
   Hotel – 111 Rooms
   Consumption on premises for hotel, per state liquor license

4. Development Intensity

The approved development intensity for the DRI and MPD is as follows:

1,214 MF Dwelling Units
180 MF-Apartment Units
200 Assisted Living Units
1,438,110 sq. ft. Regional Retail
106,100 sq. ft. Community Retail
835,777 sq. ft. Office (of which 234,000 sq. ft. for medical office max)
8,000 sq. ft Bank with Drive-Thru
453 Hotel Rooms

The intensity of development in each Development Area and each individual tract is limited as provided for on the approved zoning Master Concept Plan for Coconut Point. (Exhibit A)

This hotel project is approved to develop a maximum of 111 hotel rooms.

5. DRI

Development must be consistent with the Tenth Development Order Amendment and Restatement for Coconut Point DRI attached hereto as Exhibit E and the Map H Master Concept Plan attached to said Development Order.

6. Maximum Building Height and Property Development Regulations (2.37-Acre Tract)

Height: 48 feet to the main parapet and 58 feet 6 inches to the top of the architectural tower element: see Deviation 2.

Minimum Building Setbacks:

Front: 30 feet
Side (East): 30 feet
Side (West): 20 feet
Rear: 30 feet

Open Space Requirements: 28% minimum: see Deviation 1.

Property Development Regulations for other tracts in the DRI are not amended and remain as per Ordinance 2017-02.

7. No Blasting

No development blasting is permitted as part of this project.

8. Utilities

This development must connect to water and sanitary sewer service at time of local development order. Underground electric utilities will be provided per the Land Development Code.

9. Pattern Book (2.37-Acre Tract)

The development must be consistent with the Pattern Book "Home2 Suites At Coconut Point Supplemental Pattern Book" stamped "Received May 8, 2025."

10. Construction

Construction of buildings will be of concrete block, not wood frame.

11. Buffers

As part of local development order approval, the development order plans must demonstrate buffering consistent with the Home2 Suites Site Plan (Exhibit B), the Land Development Code, and the Pattern Book. As part of local development order approval, all required buffer planting must be 100% native vegetation.

12. Via Coconut Point Median Landscaping

The applicant has agreed to install and maintain median landscaping, including irrigation, in the median east of the property as shown in the location in the Pattern Book. The applicant will coordinate with Village of Estero Public Works staff to develop the palette of landscaping. The specific plantings will be determined at the time of local development order.

13. Concurrency

Approval of this rezoning does not constitute a finding that the proposed project meets the mandatory concurrency requirements set forth in the Land Development Code and the Comprehensive Plan. The developer is required to demonstrate compliance with all mandatory concurrency requirements prior to issuance of a local development order.

14. Lighting

Lighting will be reviewed at the time of local development order.

15. Radio Enhancement

The owner or owner's representative shall conduct an assessment model at the time of local development order to determine if the minimum radio signal's strength for the fire department communication is in compliance with NFPA1:11.10, NFPA

1221:11.3.9, standards for inbound and outbound signal strength and quality. If minimum signal strength is not available, the applicant shall install radio enhancement in the building.

16. Hurricane Preparedness

A Hurricane Preparedness Plan or mitigation will be required at time of local development order per Land Development Code, Sections 7-504 and 7-505.

17. Replat

Prior to a local development order for the hotel being issued, a replat of the subject property must be submitted, reviewed, and approved.

18. Land Development Code (LDC)

Where the Village LDC is referenced in these conditions of approval for implementation of the condition at the time of development order issuance, the LDC in effect at the time of the local development order shall be applicable.

Section 3. Deviations.

Deviation 1 requests to deviate from the Land Development Code (LDC) Section 5-408.C Open Space Standards, which requires a minimum of 30% open space, to allow 28% open space for this development.

Deviation 1 is approved.

Deviation 2 requests to deviate from the Land Development Code (LDC) Section 3-706.C Intensity and Dimensional standards, which allows a maximum building height of 45 feet, to allow a maximum building height of 48 feet to the main parapet and 58 feet 6 inches to the top of the architectural tower element.

Deviation 2 is approved.

Section 4. Findings and Conclusions.

Based upon an analysis of the application and the standards for approval in the Land Development Code, and the conditions of approval, the Council finds and concludes as follows:

1. The Planned Development Amendment as conditioned will be consistent with the goals, objectives, and policies of the Comprehensive Plan.

2. The Planned Development Amendment as conditioned will not conflict with any portion of the Land Development Code.

3. The Planned Development Amendment will address a community need.

4. The Planned Development Amendment as conditioned will be compatible with existing and planned uses surrounding the subject land.

5. The Planned Development Amendment will result in a logical and orderly development pattern.

6. The Planned Development Amendment will not adversely affect the property values in the area.

7. The Planned Development Amendment will result in development that is adequately served by public facilities (roads, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities.)

8. The Planned Development Amendment as conditioned will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

9. The Planned Development Amendment is compatible with existing or planned uses in the surrounding area.

Section 5. Exhibits.

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

Exhibit A Coconut Point MPD Master Concept Plan dated April 17, 2025

Exhibit B Two-page Site Plan titled "Home2 Suites Site Plan" stamped "Received May 8, 2025"

Exhibit C Legal Description

Exhibit D Pattern Book titled "Home2 Suites Supplemental Pattern Book" marked "Received May 8, 2025".

Exhibit E Tenth Development Order Amendment and Restatement for Coconut Point DRI and attached Map H Master Concept Plan (plan dated April 17, 2025)

Section 6. Severability.

Should any section, paragraph, sentence, clause, phrase, or other part of this Ordinance subsequent to its effective date be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading the 21st day of May, 2025.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this _____ day of _____, 2025.

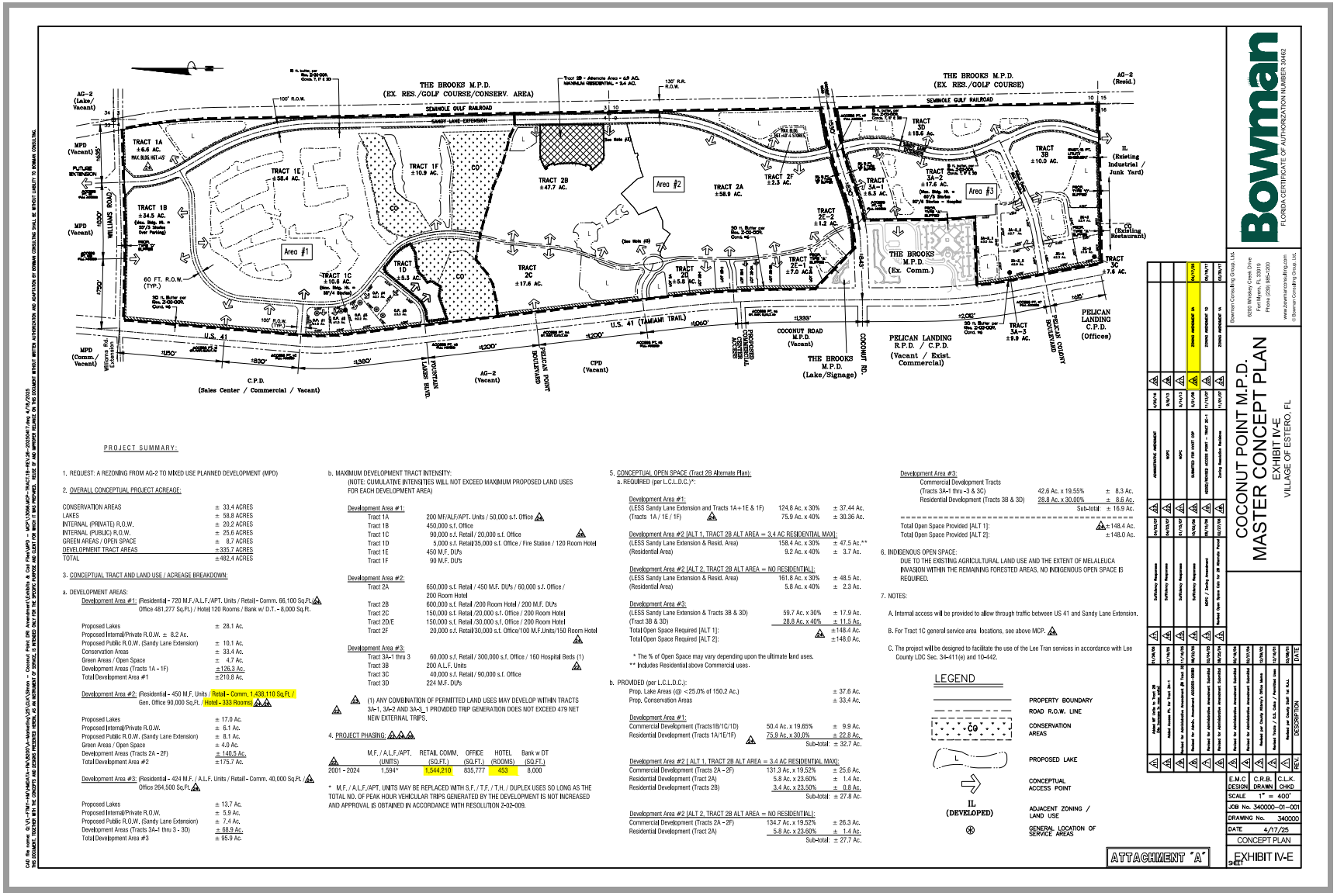
Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy E. Stroud, Village Land Use Attorney

Vote:	AYE	NAY
Mayor Ribble	_____	_____
Councilmember Hunt	_____	_____
Councilmember McLain	_____	_____
Councilmember Fayhee	_____	_____
Councilmember Lopez	_____	_____
Councilmember Ward	_____	_____
Vice Mayor Zalucki	_____	_____



PROJECT SUMMARY:

1. REQUEST: A REZONING FROM AG-2 TO MIXED USE PLANNED DEVELOPMENT (MPD)

2. OVERALL CONCEPTUAL PROJECT ACREAGE:

CONSERVATION AREAS	± 33.4 ACRES
LAKES	± 58.8 ACRES
INTERNAL (PRIVATE) R.O.W.	± 26.2 ACRES
INTERNAL (PUBLIC) R.O.W.	± 25.6 ACRES
GREEN AREAS / OPEN SPACE	± 8.7 ACRES
DEVELOPMENT TRACT AREAS	±325.7 ACRES
TOTAL	±482.4 ACRES

3. CONCEPTUAL TRACT AND LAND USE / ACREAGE BREAKDOWN:

a. DEVELOPMENT AREAS:

Development Area #1: (Residential - 720 M.F./A.L.F./APT. Units / Retail - Comm. 66,100 Sq.Ft. / Office 481,277 Sq.Ft.) / Hotel 120 Rooms / Bank w/ D.T. - 8,000 Sq.Ft.

Proposed Lakes	± 28.1 Ac.
Proposed Internal/Private R.O.W.	± 8.2 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 10.1 Ac.
Conservation Areas	± 33.4 Ac.
Green Areas / Open Space	± 4.7 Ac.
Development Areas (Tracts 1A - 1F)	±126.3 Ac.
Total Development Area #1	±210.8 Ac.

Development Area #2: (Residential - 450 M.F. Units / Retail - Comm. 1,438,110 Sq.Ft. / Gen. Office 90,000 Sq.Ft. / Hotel - 333 Rooms)

Proposed Lakes	± 17.0 Ac.
Proposed Internal/Private R.O.W.	± 6.1 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 8.1 Ac.
Green Areas / Open Space	± 4.0 Ac.
Development Areas (Tracts 2A - 2F)	± 140.5 Ac.
Total Development Area #2	±175.7 Ac.

Development Area #3: (Residential - 424 M.F. / A.L.F. Units / Retail - Comm. 40,000 Sq.Ft. / Office 264,500 Sq.Ft.)

Proposed Lakes	± 13.7 Ac.
Proposed Internal/Private R.O.W.	± 5.9 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 7.4 Ac.
Development Areas (Tracts 3A-1 thru 3 - 3D)	± 68.9 Ac.
Total Development Area #3	± 95.9 Ac.

b. MAXIMUM DEVELOPMENT TRACT INTENSITY:
(NOTE: CUMULATIVE INTENSITIES WILL NOT EXCEED MAXIMUM PROPOSED LAND USES FOR EACH DEVELOPMENT AREA)

Development Area #1:

Tract 1A	200 MF/ALF/APT. Units / 50,000 s.f. Office
Tract 1B	450,000 s.f. Office
Tract 1C	90,000 s.f. Retail / 20,000 s.f. Office
Tract 1D	5,000 s.f. Retail/35,000 s.f. Office / Fire Station / 120 Room Hotel
Tract 1E	450 M.F. DU's
Tract 1F	90 M.F. DU's

Development Area #2:

Tract 2A	650,000 s.f. Retail / 450 M.F. DU's / 60,000 s.f. Office / 200 Room Hotel
Tract 2B	600,000 s.f. Retail /200 Room Hotel / 200 M.F. DU's
Tract 2C	150,000 s.f. Retail /20,000 s.f. Office / 200 Room Hotel
Tract 2D/E	150,000 s.f. Retail /30,000 s.f. Office / 200 Room Hotel
Tract 2F	20,000 s.f. Retail/30,000 s.f. Office/100 M.F.Units/150 Room Hotel

Development Area #3:

Tract 3A-1 thru 3	60,000 s.f. Retail / 300,000 s.f. Office / 160 Hospital Beds (1)
Tract 3B	200 A.L.F. Units
Tract 3C	40,000 s.f. Retail / 90,000 s.f. Office
Tract 3D	224 M.F. DU's

(1) ANY COMBINATION OF PERMITTED LAND USES MAY DEVELOP WITHIN TRACTS 3A-1, 3A-2 AND 3A-3_1 PROVIDED TRIP GENERATION DOES NOT EXCEED 479 NET NEW EXTERNAL TRIPS.

4. PROJECT PHASING:

	M.F. / A.L.F./APT. (UNITS)	RETAIL COMM. (SQ.FT.)	OFFICE (SQ.FT.)	HOTEL (ROOMS)	Bank w DT (SQ.FT.)
2001 - 2024	1,594*	1,544,210	835,777	453	8,000

* M.F. / A.L.F./APT. UNITS MAY BE REPLACED WITH S.F. / T.F. / T.H. / DUPLEX USES SO LONG AS THE TOTAL NO. OF PEAK HOUR VEHICULAR TRIPS GENERATED BY THE DEVELOPMENT IS NOT INCREASED AND APPROVAL IS OBTAINED IN ACCORDANCE WITH RESOLUTION Z-02-009.

5. CONCEPTUAL OPEN SPACE (Tract 2B Alternate Plan):

a. REQUIRED (per L.C.L.D.C.)*:

Development Area #1:

(LESS Sandy Lane Extension and Tracts 1A+1E & 1F)	124.8 Ac. x 30%	± 37.44 Ac.
(Tracts 1A / 1E / 1F)	75.9 Ac. x 40%	± 30.36 Ac.

Development Area #2 [ALT 1, TRACT 2B ALT AREA = 3.4 AC RESIDENTIAL MAX]:

(LESS Sandy Lane Extension & Resid. Area)	158.4 Ac. x 30%	± 47.5 Ac.**
(Residential Area)	9.2 Ac. x 40%	± 3.7 Ac.

Development Area #2 [ALT 2, TRACT 2B ALT AREA = NO RESIDENTIAL]:

(LESS Sandy Lane Extension & Resid. Area)	161.8 Ac. x 30%	± 48.5 Ac.
(Residential Area)	5.8 Ac. x 40%	± 2.3 Ac.

Development Area #3:

(LESS Sandy Lane Extension & Tracts 3B & 3D)	59.7 Ac. x 30%	± 17.9 Ac.
(Tract 3B & 3D)	28.8 Ac. x 40%	± 11.5 Ac.
Total Open Space Required [ALT 1]:		±148.4 Ac.
Total Open Space Required [ALT 2]:		±148.0 Ac.

* The % of Open Space may vary depending upon the ultimate land uses.
** Includes Residential above Commercial uses.

b. PROVIDED (per L.C.L.D.C.):

Prop. Lake Areas (@ <25.0% of 150.2 Ac.)		± 37.6 Ac.
Prop. Conservation Areas		± 33.4 Ac.

Development Area #1:

Commercial Development (Tracts1B/1C/1D)	50.4 Ac. x 19.65%	± 9.9 Ac.
Residential Development (Tracts 1A/1E/1F)	75.9 Ac. x 30.0%	± 22.8 Ac.
	Sub-total:	± 32.7 Ac.

Development Area #2 [ALT 1, TRACT 2B ALT AREA = 3.4 AC RESIDENTIAL MAX]:

Commercial Development (Tracts 2A - 2F)	131.3 Ac. x 19.52%	± 25.6 Ac.
Residential Development (Tract 2A)	5.8 Ac. x 23.60%	± 1.4 Ac.
Residential Development (Tracts 2B)	3.4 Ac. x 23.50%	± 0.8 Ac.
	Sub-total:	± 27.8 Ac.

Development Area #2 [ALT 2, TRACT 2B ALT AREA = NO RESIDENTIAL]:

Commercial Development (Tracts 2A - 2F)	134.7 Ac. x 19.52%	± 26.3 Ac.
Residential Development (Tract 2A)	5.8 Ac. x 23.60%	± 1.4 Ac.
	Sub-total:	± 27.7 Ac.

Development Area #3:

Commercial Development Tracts (Tracts 3A-1 thru -3 & 3C)	42.6 Ac. x 19.55%	± 8.3 Ac.
Residential Development (Tracts 3B & 3D)	28.8 Ac. x 30.00%	± 8.6 Ac.
	Sub-total	± 16.9 Ac.

Total Open Space Provided [ALT 1]:	±148.4 Ac.
Total Open Space Provided [ALT 2]:	±148.0 Ac.

6. INDIGENOUS OPEN SPACE:
DUE TO THE EXISTING AGRICULTURAL LAND USE AND THE EXTENT OF MELALEUCA INVASION WITHIN THE REMAINING FORESTED AREAS, NO INDIGENOUS OPEN SPACE IS REQUIRED.

7. NOTES:

A. Internal access will be provided to allow through traffic between US 41 and Sandy Lane Extension.

B. For Tract 1C general service area locations, see above MCP.

C. The project will be designed to facilitate the use of the Lee Tran services in accordance with Lee County LDC Sec. 34-411(e) and 10-442.

LEGEND

- PROPERTY BOUNDARY
- ROAD R.O.W. LINE
- CO — CONSERVATION AREAS
- L — PROPOSED LAKE
- CONCEPTUAL ACCESS POINT
- IL (DEVELOPED) — ADJACENT ZONING / LAND USE
- GENERAL LOCATION OF SERVICE AREAS

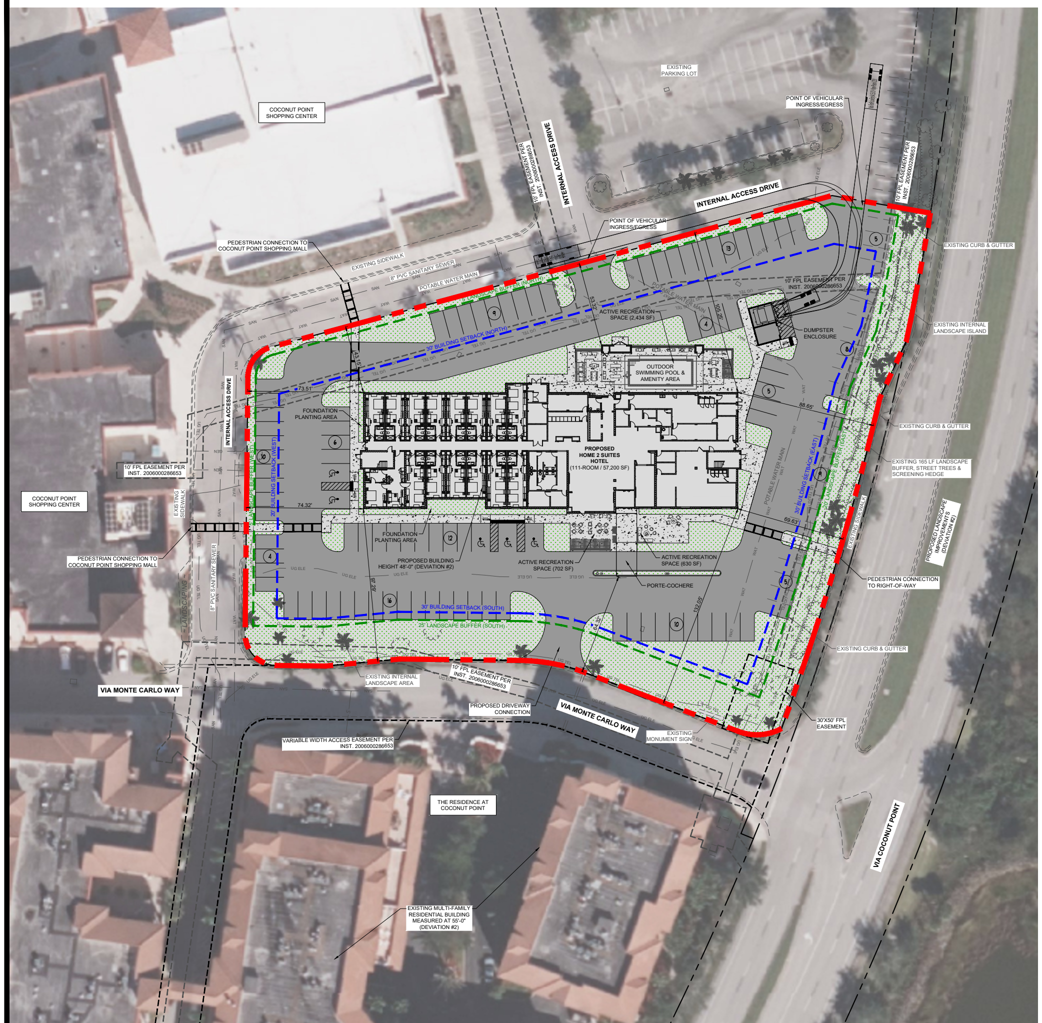
ATTACHMENT "A"

Bowman
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 30462

Bowman Consulting Group, Ltd.
9081 Whiskey Creek Drive
Fort Myers, FL 33919
Phone (239) 985-1200
www.bowmanconsulting.com
a Bowman Consulting Group Ltd. Company

COCONUT POINT M.P.D.
MASTER CONCEPT PLAN
EXHIBIT IV-E
VILLAGE OF ESTERO, FL

E.M.C DESIGN	C.R.B. DRAWN
C.L.K. CHKD	
SCALE	1" = 400'
JOB No.	340000-01-001
DRAWING No.	340000
DATE	4/17/25
	CONCEPT PLAN
SHEET	EXHIBIT IV-E



PROPERTY INFORMATION	
PARCEL ID #:	09-47-25-E2-360SC.0010
JURISDICTION:	VILLAGE OF ESTERO
ZONING DISTRICT:	MIXED-USE PLANNED DEVELOPMENT (MPD) & US HWY-41 OVERLAY
TOTAL SITE AREA:	2.372 AC / 103,310 SF

LAND USE SCHEDULE	
SUBJECT PROPERTY	PROPOSED HOME2SUITES HOTEL
NORTH:	COCONUT POINT (VACANT CINEMA)
SOUTH:	THE RESIDENCES AT COCONUT POINT
EAST:	SHADOW WOOD COMMUNITY & COUNTRY CLUB
WEST:	COCONUT POINT (AMERICAN EAGLE & BUCKLE)

PROPOSED BUILDING DATA	
TOTAL FLOORS:	4-STORY
GROSS BUILDING AREA:	57,200 SF
TOTAL ROOMS:	111-KEYS
NON-RESIDENTIAL INTENSITY:	0.69

SETBACKS & BUFFERS		
DIRECTION	BUILDING SETBACK	LANDSCAPE BUFFER
NORTH	30'-0"	5'-0"
SOUTH	30'-0"	25'-0"
EAST	30'-0"	20'-0"
WEST	20'-0"	5'-0"

MINIMUM PARKING REQUIREMENTS	
MINIMUM PARKING CRITERIA:	1 SPACES : 1.2 ROOM
CALCULATION (MINIMUM):	93
MAXIMUM PARKING CRITERIA:	125% OF MINIMUM
CALCULATION (MAXIMUM):	116

PROPOSED PARKING		
SPACE TYPE	SIZE	NO. PROPOSED
PROPOSED REGULAR	9' X 18'	111
PROPOSED ACCESSIBLE	12' X 18'	5
TOTAL		116

OPEN SPACE CRITERIA		
OPEN SPACE REQUIRED:	30%	30,993 SF
OPEN SPACE PROVIDED:	28%	28,885 SF

REQUESTED DEVIATIONS

1. **DEVIATION 1 - OPEN SPACE CRITERIA (SECTION 5-408.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MINIMUM 30% OPEN SPACE REQUIREMENT. DUE TO THE LOT SIZE AND CONFIGURATION THE MSP WAS DESIGNED TO MAXIMIZE THE OFF-STREET PARKING PROPOSED AND MAINTAIN THE EXISTING LANDSCAPE BUFFER ALONG THE RIGHT-OF-WAY. THE MCP HAS PROPOSED A TOTAL 28% OPEN SPACE AND PROPOSES TO INCREASE THE LANDSCAPE AREA ON-SITE FROM THE EXISTING PARKING LOT CONDITIONS. ADDITIONALLY, THE MCP HAS PROPOSED TO INSTALL LANDSCAPED AREAS AND STREET TREES WITHIN CENTER MEDIAN FOR THE VIA COCONUT POINT RIGHT-OF-WAY.

2. **DEVIATION 2 - MAX. BUILDING HEIGHT (SECTION 3-706.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MAXIMUM 45'-0" BUILDING HEIGHT REQUIREMENT. THE PROPOSED HOMES2SUITES BUILDING MEASURES 48'-0" IN HEIGHT TO THE MAIN PARAPET AND 58'-6" TO THE TOP OF THE ARCHITECTURAL TOWER ELEMENT PROPOSED. ON THE ADJACENT LOT TO THE SOUTH THERE IS AN EXISTINGMULTI-FAMILY RESIDENTIAL COMMUNITY, 'THE RESIDENCE' AT COCONUT POINT WITH 4-STORY BUILDINGS MEASURING 55'-0" IN HEIGHT.

MASTER CONCEPT PLAN NOTES

3-702.D.1.A
EXISTING EASEMENTS ARE SHOWN AND ARE LABELED ON THIS MASTER CONCEPT PLAN.

3-702.D.1.B
ALL VEHICULAR POINTS OF INGRESS/EGRESS ARE NOTED ON THE MASTER CONCEPT PLAN.

3-702.D.1.C
NONRESIDENTIAL FLOOR AREA: 71,316 SF (17,682 SF ON GROUND FLOOR)
NONRESIDENTIAL INTENSITY: 0.69 (103,310.68 SF / 71,316 SF)

3-702.D.1.D
THE PROPOSED PLANNED DEVELOPMENT IS NOT DIVIDED INTO LOTS OR PARCELS.

3-702.D.1.E
THE PROPOSED BUFFERS AND BUILDING SETBACKS ALONG EACH PROPERTY LINE ARE LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.F
THE OPEN SPACE DESIGN PLAN TO DELINEATE INDIGENOUS PRESERVES AND/OR NATIVE TREE PRESERVATION AREAS IS NOT APPLICABLE AS THE SUBJECT PROPERTY IS AN EXISTING PARKING LOT.

3-702.D.1.G
OPEN SPACE REQUIRED: 30% (30,993 SF)
OPEN SPACE PROVIDED: 28% (28,471 SF)

3-702.D.1.H
THE PROPOSED ACTIVE RECREATION OPEN SPACES ARE LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.I
THE LOCATION OF PROPOSED RECREATION AREAS AND PROPOSED PARKING SPACES ARE LABELED ON THE MASTER CONCEPT PLAN. NO INDIGENOUS AREAS OR FLOW WAYS ARE REQUIRED TO BE PRESERVED, RESTORED, OR CREATED; THEREFORE, THOSE ARE NOT SHOWN ON THE PLAN.

3-702.D.1.J
NO ENVIRONMENTALLY SENSITIVE LANDS EXIST ON THE SUBJECT PROPERTY.

3-702.D.1.K
THE ON-SITE PEDESTRIAN CIRCULATION SYSTEM IS SHOWN VIA THE PROPOSED SIDEWALKS ON THE MASTER CONCEPT PLAN. THE CONNECTION POINTS TO THE OFF-SITE PEDESTRIAN SYSTEM ARE LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.L
THE CONNECTION POINTS TO THE OFF-SITE ROADS HAVE BEEN LABELED AND EACH OFF-SITE ROAD HAS BEEN LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.N
THE LOCATIONS OF THE EXISTING POTABLE WATER AND WASTEWATER LINES HAVE BEEN LABELED ON THE MASTER CONCEPT PLAN. CONNECTIONS TO THE MAIN LINES WILL BE PER BONITA SPRINGS UTILITIES, INC. REQUIREMENTS.

3-702.D.1.O
THERE ARE SEVERAL EXISTING STORM DRAINAGE STRUCTURES ON-SITE. THE PROPOSED DEVELOPMENT WILL CONNECT TO THESE EXISTING STRUCTURES. THE EXISTING STRUCTURES CONVEY STORMWATER TO AN EXISTING POND.

3-702.D.1.P
THE EXISTING DEVELOPMENT WHICH THIS PROPOSED HOTEL WILL BE JOINING, IS ALREADY SERVED BY OFF-SITE PUBLIC FACILITIES FOR FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MANAGEMENT, AND SOLID WASTE MANAGEMENT.

CONCEPTUAL LAND USE BREAKDOWN

HOTEL:	0.40 ACRES
HARDSCAPE/GREENSPACE/AMENITY AREAS:	1.97 ACRES
TOTAL:	2.37 ACRES

CONCEPTUAL OPEN SPACE BREAKDOWN

OPEN SPACE REQUIRED:	30% (30,993 SF)
OPEN SPACE PROVIDED:	28% (28,471 SF)

PROPOSED NONRESIDENTIAL INTENSITY

NONRESIDENTIAL FLOOR AREA:	71,316 SF
SITE AREA:	103,310 SF
NONRESIDENTIAL INTENSITY:	0.69

Received May 8, 2025

N W E S
0 30 60 Feet
SCALE: 1" = 30'

INGENIUM ENTERPRISES, INC.
19445 SHUMARD OAK DR.
SUITE 102
LAND O LAKES, FL 34638
PHONE: (813) 387-0084

FBPE CERT. OF AUTHORITY #8370

INGENIUM PROJECT:	220037
PROJECT PM:	NK
PROJECT RE:	LW
ISSUE DATE:	10/18/2024
DWG NAME:	220037 MASTER CONCEPT PLAN.DWG

THE CIVIL ENGINEER REGULARLY UPDATES ELECTRONIC FILES DURING THE DEVELOPMENT OF A PROJECT. AS A RESULT, THE DATA INCLUDED IN ANY CAD FILE OR DRAWING PRIOR TO ITS FINAL RELEASE DOES NOT NECESSARILY REFLECT THE COMPLETE SCOPE OR CONTENT AS DEFINED IN THE CONTRACT. THE CONTENTS IN THESE FILES MAY THEREFORE BE PRELIMINARY, INCOMPLETE WORK IN PROGRESS, AND SUBJECT TO CHANGE. FURTHERMORE, THE INFORMATION CONTAINED HEREIN IS THE EXCLUSIVE PROPERTY OF THE CIVIL ENGINEER. THE ORIGINAL IDEAS REPRESENTED HERE BY THIS INFORMATION SHALL NOT BE USED, ALTERED, OR REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE CIVIL ENGINEER. THESE PLANS ARE SUBJECT TO FEDERAL COPYRIGHT LAWS; ANY USE OF SAME WITHOUT EXPRESSED WRITTEN PERMISSION OF THE CIVIL ENGINEER IS PROHIBITED.

CLIENT:

Peachtree Hotel Group
3500 Lenox Road - Suite 625
Atlanta, GA 30326
Phone: (470) 298-3648

HOME2 SUITES BY HILTON™

COCONUT POINT
23106 FASHION DRIVE
ESTERO, FLORIDA 33928

REV.	DATE	DESCRIPTION

SEALED BY ENGINEER NAME, PE ON THE DATE ADJACENT TO THE SEAL ON THE COVER SHEET (C01.0).

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC

SEAL

SHEET NAME
SITE PLAN

SHEET NUMBER
1 OF 2

SUBMIT FOR APPROVAL



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GROSS BUILDING AREA:	57,200 SF
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3-702.D.1.N
THE LOCATIONS OF THE EXISTING POTABLE WATER AND WASTEWATER LINES HAVE BEEN LABELED ON THE MASTER CONCEPT PLAN. CONNECTIONS TO THE MAIN LINES WILL BE PER BONITA SPRINGS UTILITIES, INC. REQUIREMENTS.

3-702.D.1.O
THERE ARE SEVERAL EXISTING STORM DRAINAGE STRUCTURES ON-SITE. THE PROPOSED DEVELOPMENT WILL CONNECT TO THESE EXISTING STRUCTURES. THE EXISTING STRUCTURES CONVEY STORMWATER TO AN EXISTING POND.

3-702.D.1.P
THE EXISTING DEVELOPMENT WHICH THIS PROPOSED HOTEL WILL BE JOINING, IS ALREADY SERVED BY OFF-SITE PUBLIC FACILITIES FOR FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MANAGEMENT, AND SOLID WASTE MANAGEMENT.

CONCEPTUAL LAND USE BREAKDOWN

HOTEL:	0.40 ACRES
HARDSCAPE/GREENSPACE/AMENITY AREAS:	1.97 ACRES
TOTAL:	2.37 ACRES

CONCEPTUAL OPEN SPACE BREAKDOWN

OPEN SPACE REQUIRED:	30% (30,993 SF)
OPEN SPACE PROVIDED:	28% (28,471 SF)

PROPOSED NONRESIDENTIAL INTENSITY

NONRESIDENTIAL FLOOR AREA:	71,316 SF
SITE AREA:	103,310 SF
NONRESIDENTIAL INTENSITY:	0.69

INGENIUM ENTERPRISES, INC.
19445 SHUMARD OAK DR.
SUITE 102
LAND O LAKES, FL 34638
PHONE: (813) 387-0084

FBPE CERT. OF AUTHORITY #8370

INGENIUM PROJECT:	220037
PROJECT PM:	NK
PROJECT RE:	LW
ISSUE DATE:	10/18/2024
DWG NAME:	220037 MASTER CONCEPT PLAN.DWG

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CLIENT:

Peachtree Hotel Group
3500 Lenox Road - Suite 625
Atlanta, GA 30326
Phone: (470) 298-3648

HOME2 SUITES BY HILTON™
COCONUT POINT
23106 FASHION DRIVE
ESTERO, FLORIDA 33928

REV.	DATE	DESCRIPTION

SEALED BY ENGINEER NAME, PE ON THE DATE ADJACENT TO THE SEAL ON THE COVER SHEET (C01.0).

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SEAL

SHEET NAME
SITE PLAN

SHEET NUMBER
2 OF 2

SUBMIT FOR APPROVAL

Ingenium – Coconut Point
Part of Tract SC-1
Coconut Point – Area 2 of
Instrument # 2006000409925
Sheet 5 of 12

AS-SURVEYED LEGAL DESCRIPTION

A parcel of land located in a portion of Tract SC-1 of Coconut Point – Area 2, according to the plat thereof as recorded in Instrument # 2006000409925 of the public records of Lee County, Florida, being more particularly described as follows:

Commencing at the northeast corner of the northeast quarter of Section 9, Township 47 South, Range 25 East for a point of reference; thence run along the northerly line of said northeast quarter of Section 9, South 88° 15' 46" West, 10.31 feet to a point in the easterly right-of-way line of Via Coconut Point, a 100 foot public right-of-way; thence, departing said northerly line of the northeast quarter of Section 9 and along said easterly right-of-way line, South 00° 59' 47" East, 442.94 feet to a point marking the point of curvature of said Via Coconut Point; thence departing said easterly right-of-way line, South 89° 00' 13" West, 100.00 feet to a point in the westerly right-of-way line of Via Coconut Point, and the point of curvature of such; thence curving to the right on a circular curve concave westerly along said westerly right-of-way line, having a radius of 1853.89 feet, a central angle of 10° 24' 00", subtended by a chord bearing of, South 04° 12' 28" West, a chord distance of 336.05 feet and an arc distance of 336.51 feet to the POINT OF BEGINNING; thence continuing along said westerly right-of-way line, curving to the right on a circular curve concave westerly, having a radius of 1853.89 feet, a central angle of 02° 33' 26", subtended by a chord bearing of, South 10° 41' 11" West, a chord distance of 82.74 feet and an arc distance of 82.74 feet to a point being the northeasterly corner to Tract R-7 (an 8.50 foot roadway widening tract) as shown on aforementioned plat Instrument# 2006000409925, Sheet 5; thence along the westerly line of said Tract R-7, South 24° 49' 37" West 40.04 feet to a point of curvature; thence departing said westerly line of Tract R-7, along the northerly line of a variable width access easement, curving to the right on a circular curve concave westerly along said westerly line of Tract R-7, having a radius of 1845.39 feet, a central angle of 06° 48' 38", subtended by a chord bearing of, South 16° 34' 56" West, a chord distance of 219.22 feet and an arc distance of 219.35; thence curving to the right on a circular curve concave to the North, having a radius of 33.00 feet, a central angle of 49° 17' 13", subtended by a chord bearing of, South 86° 20' 48" West, a chord distance of 27.52 feet and an arc distance of 28.39 feet; thence continuing along said northerly line of a variable width access easement, North 69° 00' 36" West a distance of 103.35 feet to a point of curvature; thence continuing along said northerly line of an access easement, curving to the left on a circular curve concave southerly, having a radius of 122.00 feet, a central angle of 20° 19' 13", subtended by a chord bearing of, North 79° 10' 13" West, a chord distance of 43.04 feet and an arc distance of 43.27 feet; thence continuing along said northerly line of a variable width access easement, North 89° 19' 49" West a distance of 76.50 feet; thence, still along said northerly line, South 84° 35' 41" West a distance of 47.35 feet; thence continuing along the northerly line of a variable width access easement, North 89° 18' 43" West a distance of 31.48 feet to a point of curvature; thence departing said northerly line of a variable width access easement, curving to the right on a circular curve concave northeastwardly with a radius of 20.00 feet, a central angle of 89° 56' 24", subtended by a chord bearing of, North 44° 20' 31" West, a chord distance of 28.27 and an arc distance of 31.40; thence North 00° 37' 41" East, a distance of 163.18 feet to a point of curvature; thence curving to the right on a circular curve concave to the southeast with a

Ingenium – Coconut Point
Part of Tract SC-1
Coconut Point – Area 2 of
Instrument # 2006000409925
Sheet 5 of 12

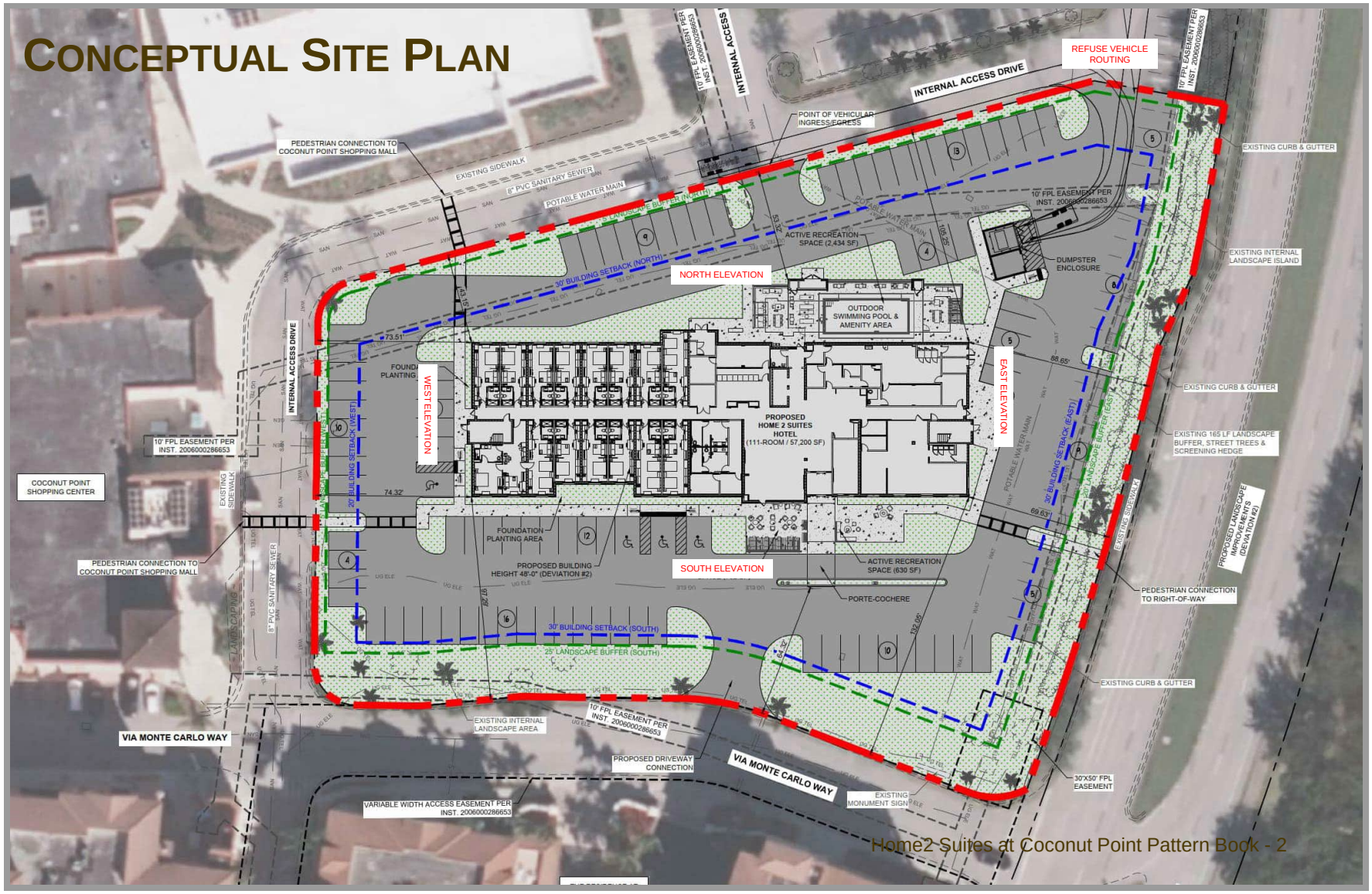
radius of 20.00 feet, a central angle of 74° 15' 39", subtended by a chord bearing of North 37° 45' 31" East, a chord distance of 24.15 feet and an arc distance of 25.92 feet; thence North 74° 53' 20" East, a distance of 369.50 feet; thence South 79° 49' 41" East, a distance of 63.52 feet returning to the POINT OF BEGINNING.

Containing 103,310 Square feet or 2.372 Acres, more or less.

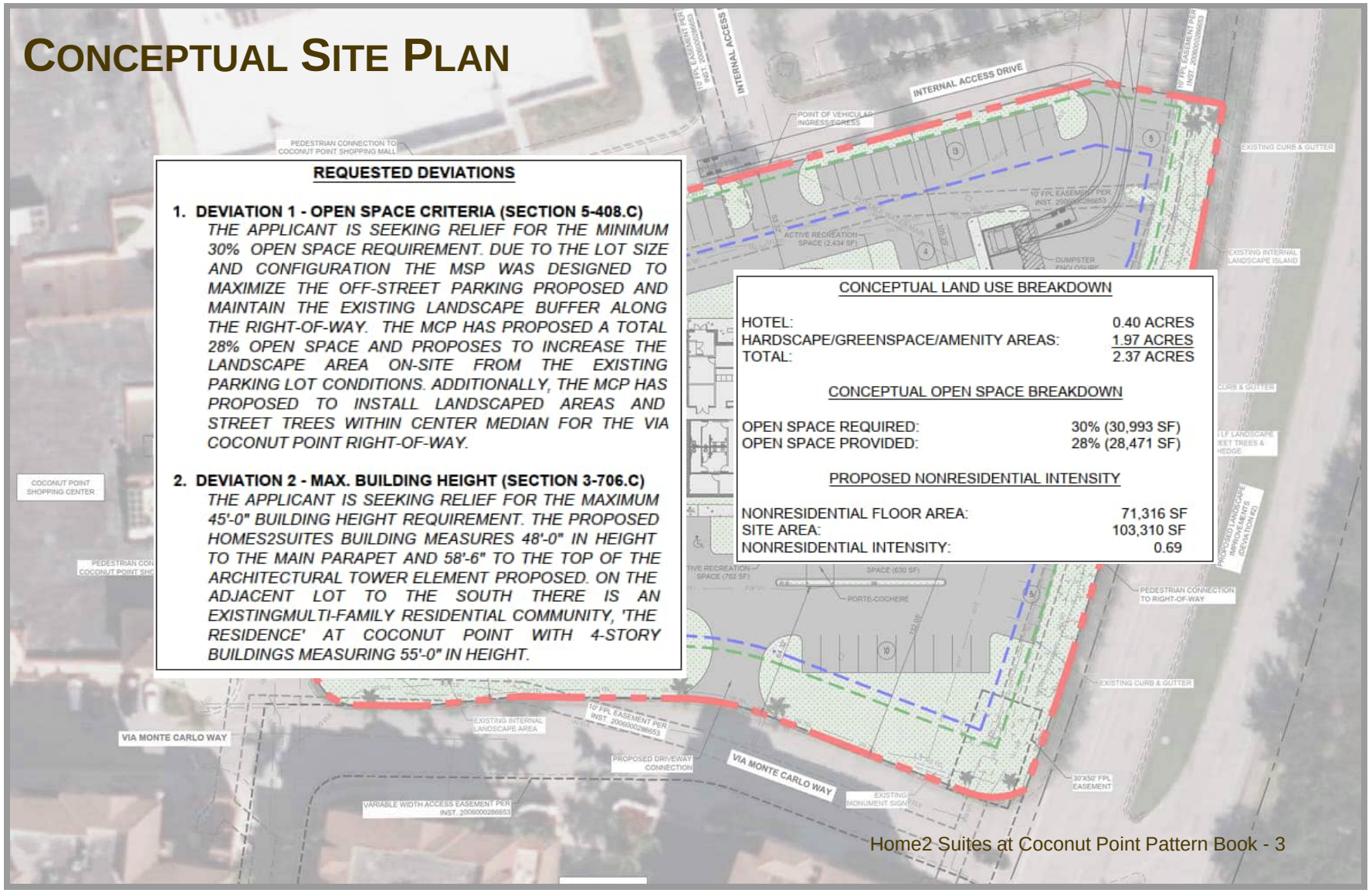
HOME2 SUITES AT COCONUT POINT
SUPPLEMENTAL PATTERN BOOK

Received May 8, 2025




CONCEPTUAL SITE PLAN
INTERNAL ACCESS
INTERNAL ACCESS DRIVE
REFUSE VEHICLE ROUTING
10' FPL EASEMENT PER INST. 2006000286653
POINT OF VEHICULAR INGRESS/EGRESS
PEDESTRIAN CONNECTION TO COCONUT POINT SHOPPING MALL
EXISTING SIDEWALK
8" PVC SANITARY SEWER
POTABLE WATER MAIN
EXISTING CURB & GUTTER
ACTIVE RECREATION SPACE (2,434 SF)
DUMPSTER ENCLOSURE
EXISTING INTERNAL LANDSCAPE ISLAND
30' BUILDING SETBACK (NORTH)
NORTH ELEVATION
OUTDOOR SWIMMING POOL & AMENITY AREA
WEST ELEVATION
EAST ELEVATION
PROPOSED HOME 2 SUITES HOTEL (111-ROOM / 57,200 SF)
20' BUILDING SETBACK (WEST)
30' BUILDING SETBACK (EAST)
EXISTING 165 LF LANDSCAPE BUFFER, STREET TREES & SCREENING HEDGE
COCONUT POINT SHOPPING CENTER
FOUNDATION PLANTING AREA
PROPOSED BUILDING HEIGHT 48'-0" (DEVIATION #2)
SOUTH ELEVATION
ACTIVE RECREATION SPACE (630 SF)
PORTE-COCHERE
PROPOSED LANDSCAPE IMPROVEMENTS (DEVIATION #3)
PEDESTRIAN CONNECTION TO RIGHT-OF-WAY
30' BUILDING SETBACK (SOUTH)
25' LANDSCAPE BUFFER (SOUTH)
EXISTING INTERNAL LANDSCAPE AREA
PROPOSED DRIVEWAY CONNECTION
VIA MONTE CARLO WAY
30'X50' FPL EASEMENT
EXISTING MONUMENT SIGN
VARIABLE WIDTH ACCESS EASEMENT PER INST. 2006000286653
Home2 Suites at Coconut Point Pattern Book - 2

CONCEPTUAL SITE PLAN



REQUESTED DEVIATIONS

1. **DEVIATION 1 - OPEN SPACE CRITERIA (SECTION 5-408.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MINIMUM 30% OPEN SPACE REQUIREMENT. DUE TO THE LOT SIZE AND CONFIGURATION THE MSP WAS DESIGNED TO MAXIMIZE THE OFF-STREET PARKING PROPOSED AND MAINTAIN THE EXISTING LANDSCAPE BUFFER ALONG THE RIGHT-OF-WAY. THE MCP HAS PROPOSED A TOTAL 28% OPEN SPACE AND PROPOSES TO INCREASE THE LANDSCAPE AREA ON-SITE FROM THE EXISTING PARKING LOT CONDITIONS. ADDITIONALLY, THE MCP HAS PROPOSED TO INSTALL LANDSCAPED AREAS AND STREET TREES WITHIN CENTER MEDIAN FOR THE VIA COCONUT POINT RIGHT-OF-WAY.

2. **DEVIATION 2 - MAX. BUILDING HEIGHT (SECTION 3-706.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MAXIMUM 45'-0" BUILDING HEIGHT REQUIREMENT. THE PROPOSED HOMES2SUITES BUILDING MEASURES 48'-0" IN HEIGHT TO THE MAIN PARAPET AND 58'-6" TO THE TOP OF THE ARCHITECTURAL TOWER ELEMENT PROPOSED. ON THE ADJACENT LOT TO THE SOUTH THERE IS AN EXISTINGMULTI-FAMILY RESIDENTIAL COMMUNITY, 'THE RESIDENCE' AT COCONUT POINT WITH 4-STORY BUILDINGS MEASURING 55'-0" IN HEIGHT.

CONCEPTUAL LAND USE BREAKDOWN

HOTEL:	0.40 ACRES
HARDSCAPE/GREENSPACE/AMENITY AREAS:	1.97 ACRES
TOTAL:	2.37 ACRES

CONCEPTUAL OPEN SPACE BREAKDOWN

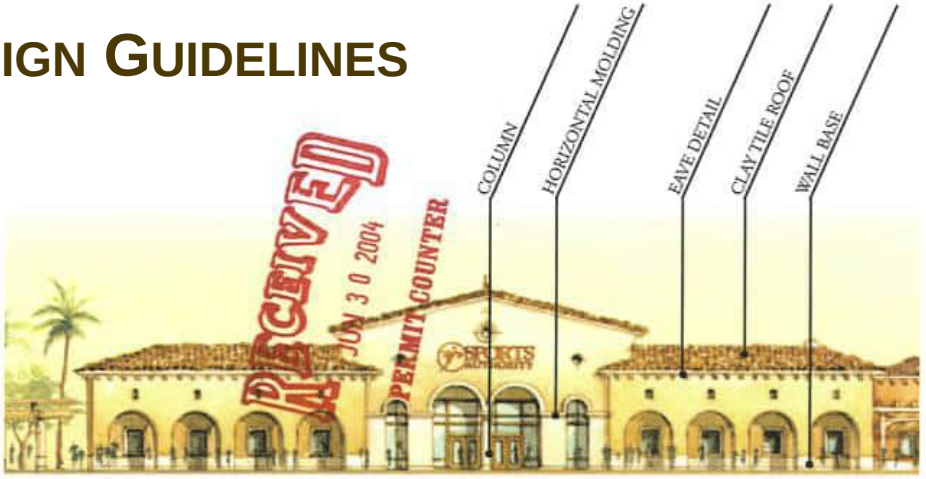
OPEN SPACE REQUIRED:	30% (30,993 SF)
OPEN SPACE PROVIDED:	28% (28,471 SF)

PROPOSED NONRESIDENTIAL INTENSITY

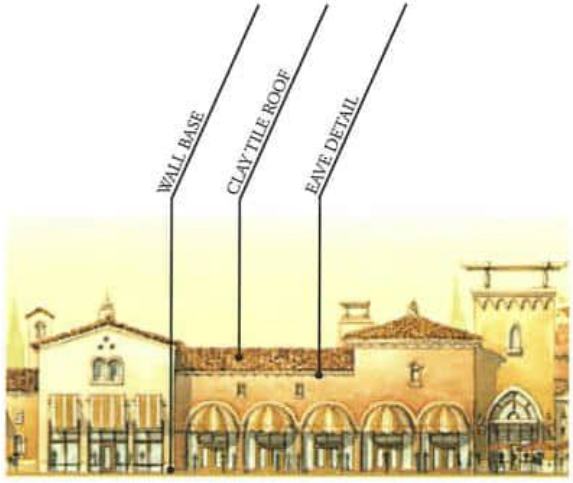
NONRESIDENTIAL FLOOR AREA:	71,316 SF
SITE AREA:	103,310 SF
NONRESIDENTIAL INTENSITY:	0.69

Home2 Suites at Coconut Point Pattern Book - 3

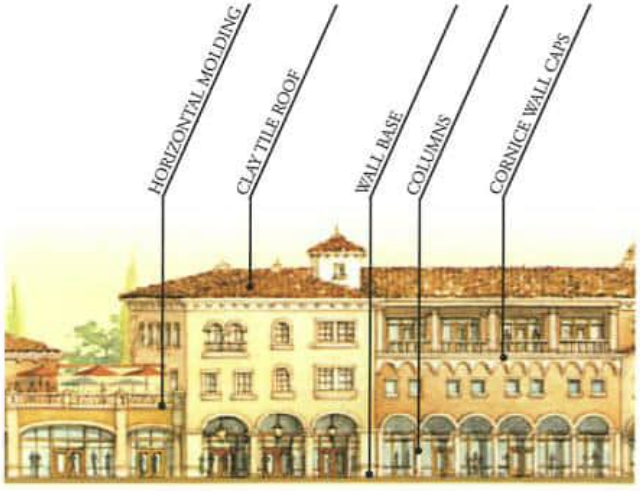
COCONUT POINT DESIGN GUIDELINES



Elevation - Type A2



Elevation - Type A3



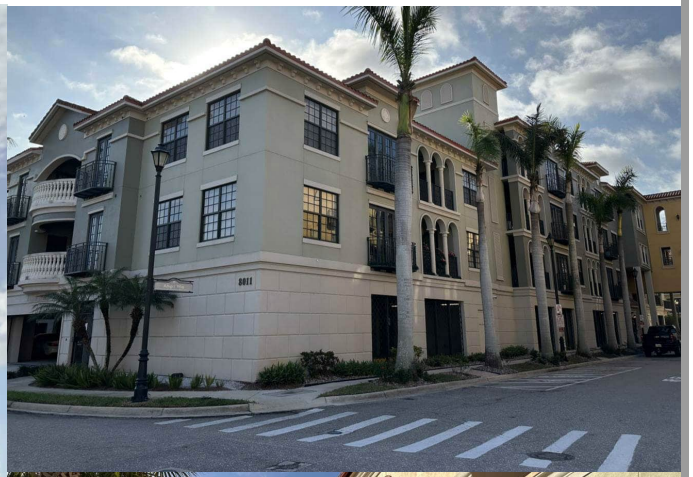
Elevation - Type A4

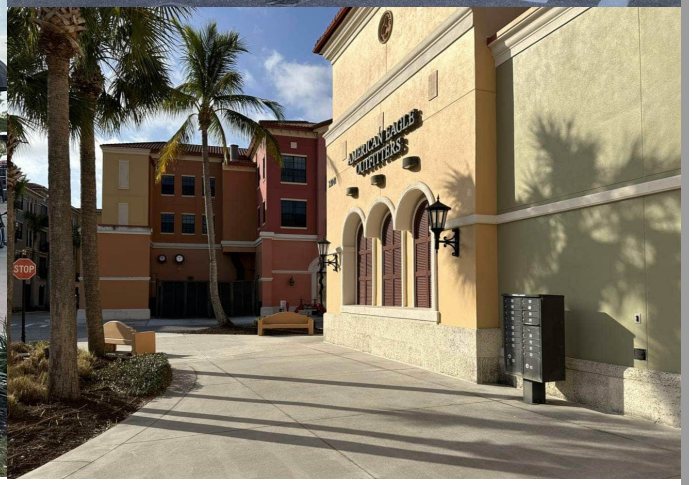
JUNE 14, 2004

Home2 Suites at Coconut Point Pattern Book - 4

EXISTING SITE PHOTOGRAPHS







Home2 Suites at Coconut Point Pattern Book - 5


FRONT
HOME2
Home2 Suites at Coconut Point Pattern Book - 6


FRONT
Home2 Suites at Coconut Point Pattern Book - 7


FRONT ENTRY
Home2 Suites at Coconut Point Pattern Book - 8


REAR
Home2 Suites at Coconut Point Pattern Book - 9


REAR
HOME2
Home2 Suites at Coconut Point Pattern Book - 10


REAR ENTRY
Home2 Suites at Coconut Point Pattern Book - 11

NORTH AND SOUTH ELEVATIONS



NORTH BUILDING ELEVATION (REAR)
SCALE: 1/8" = 1'-0"



SOUTH BUILDING ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

Home2 Suites at Coconut Point Pattern Book - 12

EAST AND WEST ELEVATIONS



EAST BUILDING ELEVATION (RIGHT)
SCALE: 1/8" = 1'-0"



WEST BUILDING ELEVATION (LEFT)
SCALE: 1/8" = 1'-0"

s1
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 6178 - CLARY SAGE

s2
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIMESTONE FINISH
COLOR TO MATCH:
SW 7035 - AESTHETIC WHITE

s3
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 9025 - CORIANDER POWDER

s4
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 7534 - OUTERBANKS

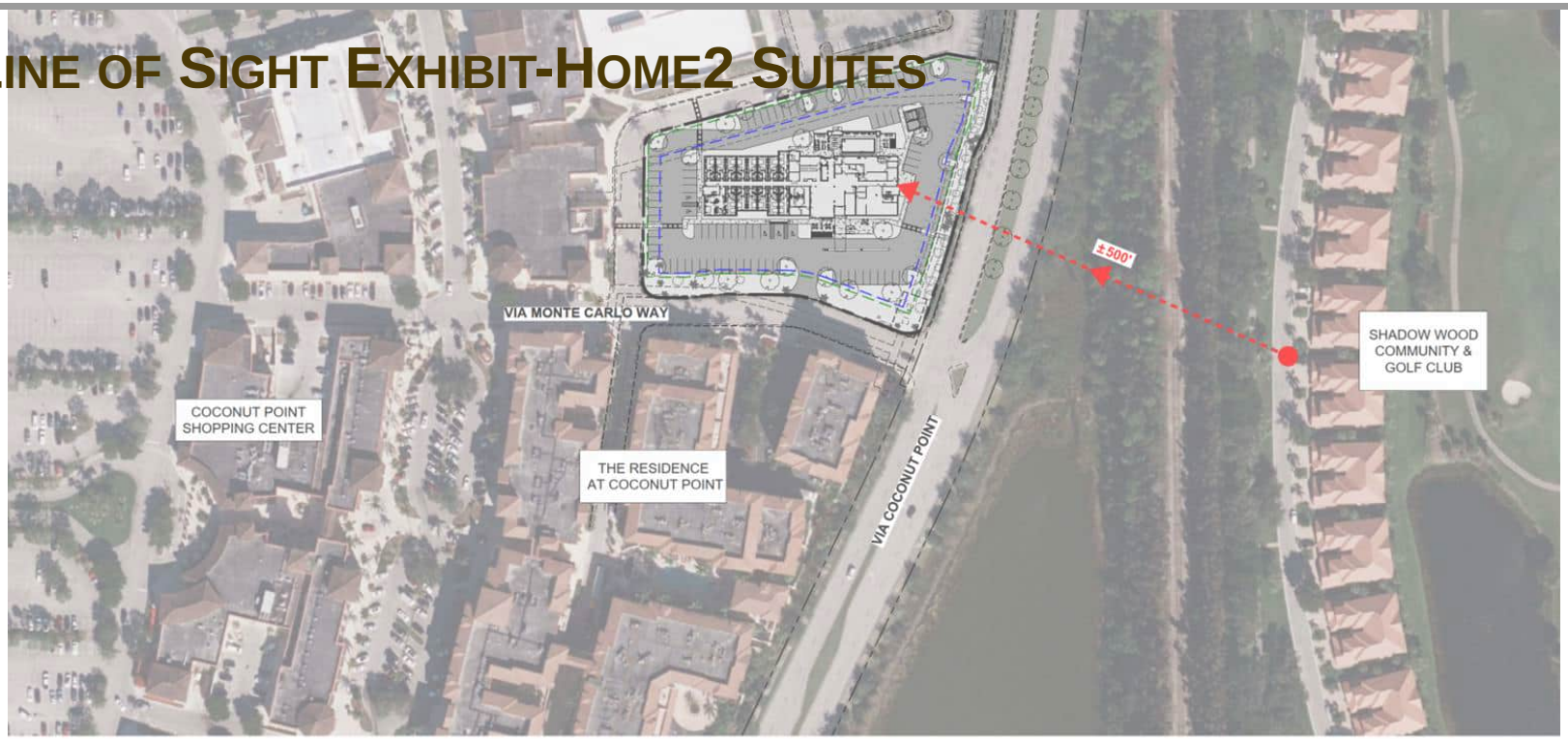
s5
EXTERIOR STUCCO SYSTEM
TEXTURE:
LARGE FORMAT STONE
COLOR TO MATCH:
VARIED COLOR TO MATCH
SW 7534 & SW7035

s6
EXTERIOR STUCCO SYSTEM
TEXTURE:
LARGE FORMAT CORAL STONE
COLOR TO MATCH:
COLOR TO MATCH
SW 7534

s7
CEMETITIOUS BARREL TILE ROOFING
COLOR TO MATCH:
ADOBE

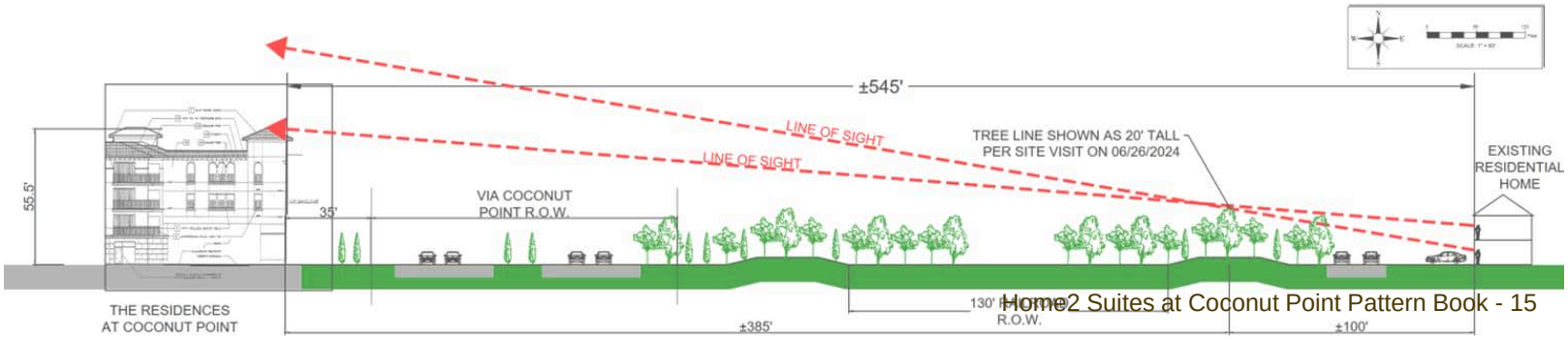
Home2 Suites at Coconut Point Pattern Book - 13

LINE OF SIGHT EXHIBIT-HOME2 SUITES



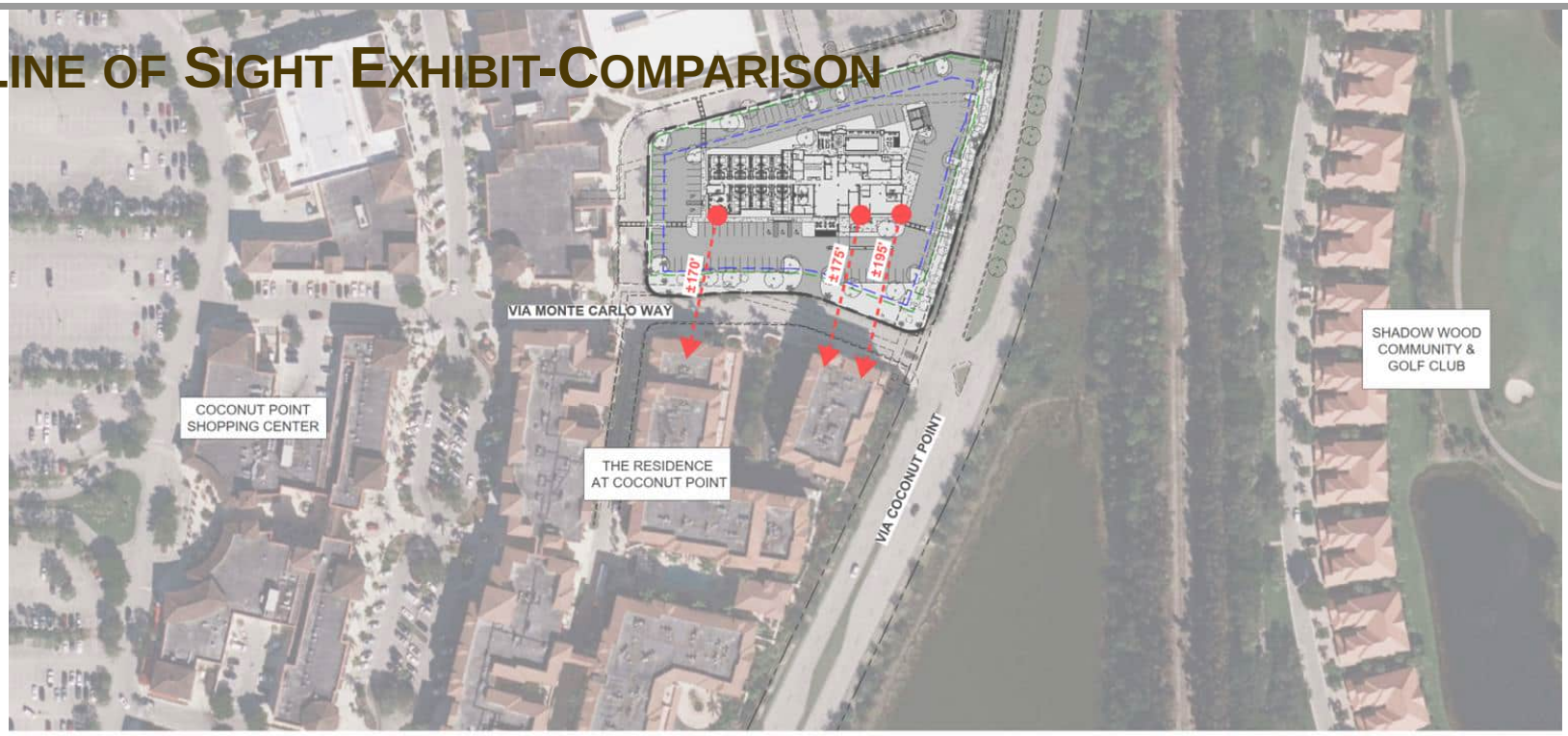
LINE OF SIGHT EXHIBIT-EXISTING

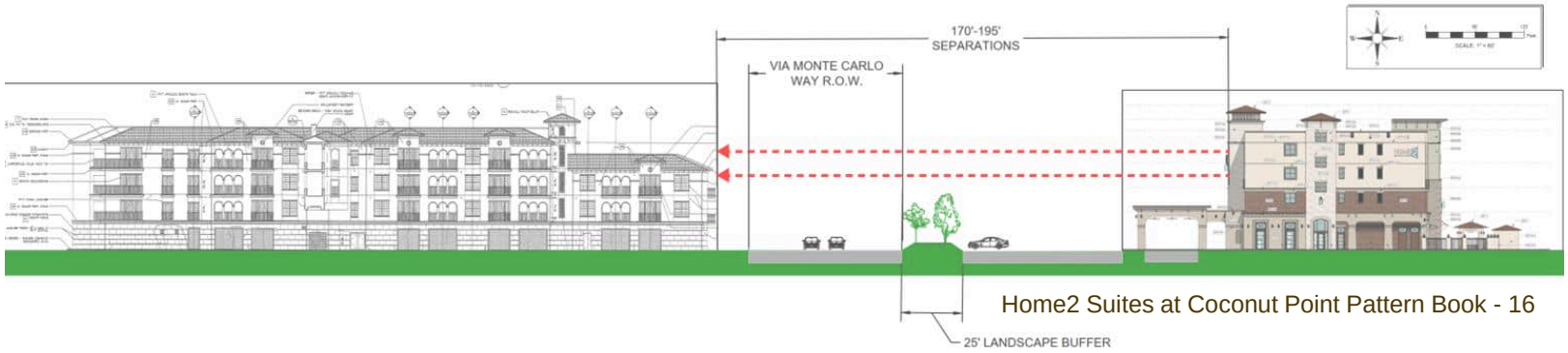




Home2 Suites at Coconut Point Pattern Book - 15

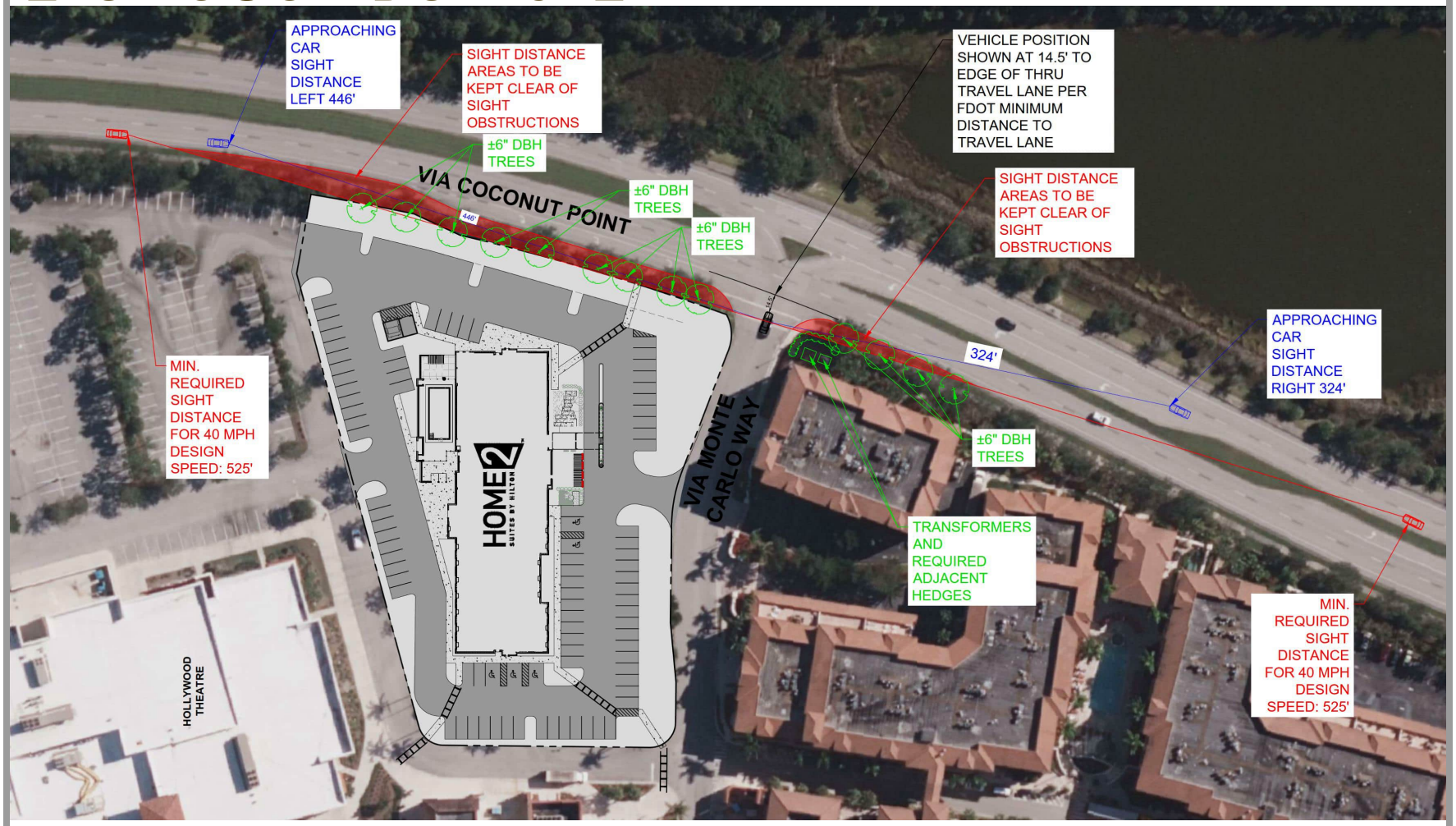
LINE OF SIGHT EXHIBIT-COMPARISON





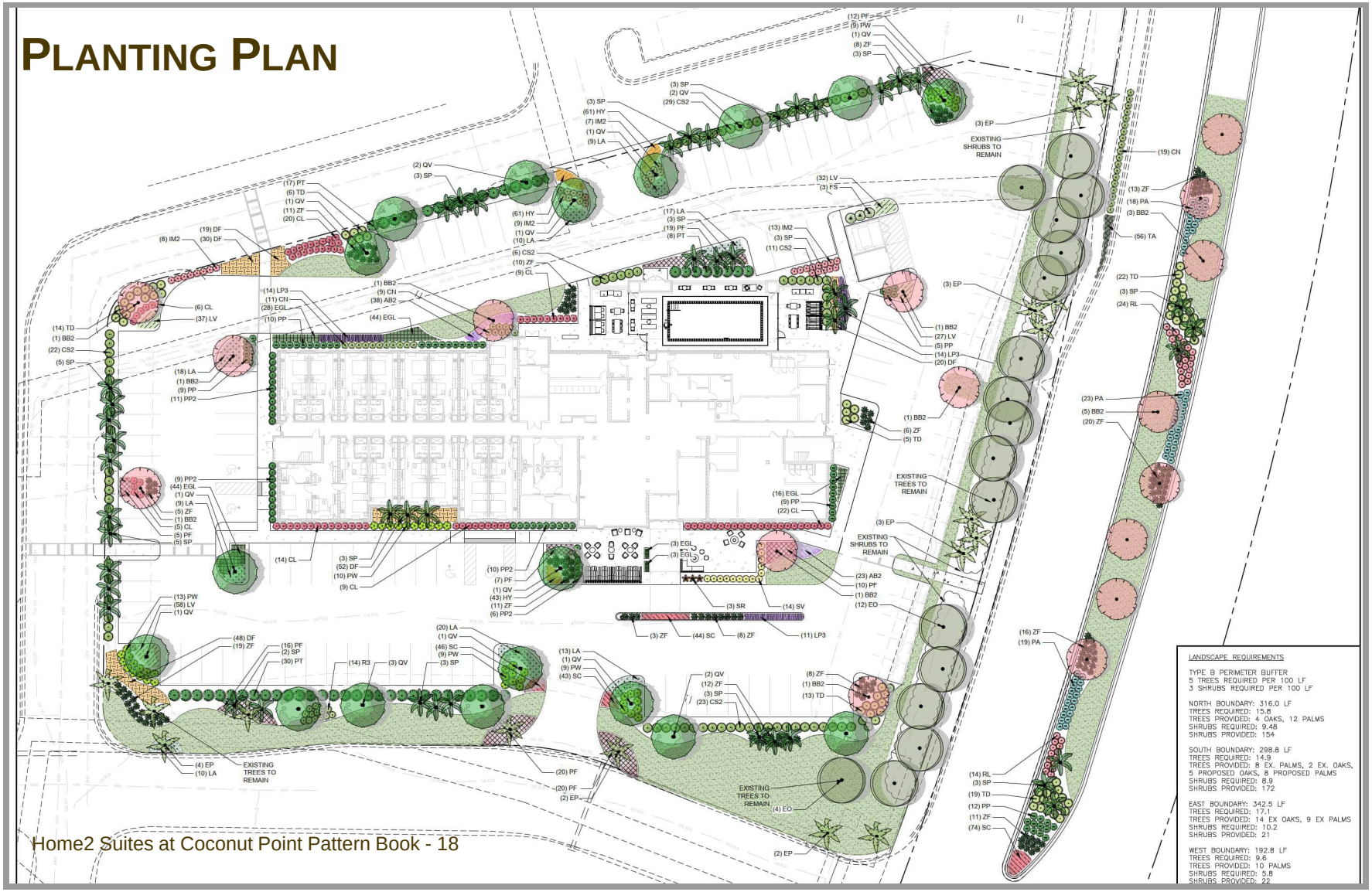
Home2 Suites at Coconut Point Pattern Book - 16

EXISTING SIGHT DISTANCE EXHIBIT



Home2 Suites at Coconut Point Pattern Book - 17

PLANTING PLAN



Home2 Suites at Coconut Point Pattern Book - 18

PLANTING SCHEDULES

PLANT SCHEDULE COCONUT POINT HOTEL

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
TREES								
	BB2	8	DELONIX REGIA	ROYAL POINCIANA	B&B OR CONT	3"CAL	12-14` HT	FULL HEAD, SPECIMEN QUALITY, MIN. 12' CLEAR TRUNK
	EO	17	EXISTING OAK	EXISTING OAK	N/A			EXISTING OAK TO REMAIN
	EP	17	EXISTING PALM	EXISTING PALM	N/A			EXISTING PALM TO REMAIN
	QV	18	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B&B OR CONT	3"CAL	12`-14`	FULL HEAD, SPECIMEN QUALITY, MIN. 6' CLEAR TRUNK
	SP	39	SABAL PALMETTO	SABAL PALM	FG		14-16` H	CLEAR-TRUNK HEIGHT NOTED

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	SPACING	REMARKS
SHRUBS								
	CL	85	CALLISTEMON CITRINUS `LITTLE JOHN`	LITTLE JOHN DWARF BOTTLEBRUSH	N/A	24" MIN.	36" o.c.	FULL FORM
	CN	20	CLUSIA GLUTTIFERA 'NANA'	DWARF CLUSIA	3 GAL		36" o.c.	FULL FORM
	CS2	91	CLUSIA GUTTIFERA	CLUSIA	N/A	36" MIN.	48" o.c.	FULL FORM
	FS	3	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	N/A	24" MIN.	54" o.c.	FULL FORM
	IM2	37	IXORA COCCINEA 'NORA GRANT'	NORA GRANT IXORA	N/A	24" MIN.	36" o.c.	FULL FORM
	PT	55	PITTOSPORUM TOBIRA	PITTOSPORUM	N/A	36" MIN.	60" o.c.	FULL FORM
	PW	50	PITTOSPORUM TOBIRA `WHEELERS DWARF`	WHEELER`S DWARF PITTOSPORUM	N/A	18"	42" o.c.	FULL FORM
	PP	43	PODOCARPUS MACROPHYLLUS `PRINGLES`	PRINGLES DWARF PODOCARPUS	N/A	24" MIN.	36" o.c.	FULL FORM
	PP2	36	PODOCARPUS MACROPHYLLUS MAKI	SHRUBBY YEW PODOCARPUS	15 GAL	48"	36" o.c.	FULL FORM
	R3	14	ROSA HYBRID 'MEIZORLAND'	WHITE DRIFT ROSE	N/A	24" MIN.	36" o.c.	FULL FORM
	SV	14	SCHEFFLERA ARBORICOLA 'VARIEGATA'	DWARF VARIEGATED SCHEFFLERA	N/A	24" MIN.	36" o.c.	FULL FORM
	SR	3	STRELITZIA REGINAE	BIRD OF PARADISE	N/A	24" MIN.	36" o.c.	FULL FORM
	TD	38	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	N/A	24" MIN.	48" o.c.	FULL FORM
	ZF	101	ZAMIA FLORIDANA	COONTIE PALM	N/A	12" MIN.	36" o.c.	FULL FORM
SHRUB AREAS								
	DF	169	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	N/A	24" MIN.	24" o.c.	FULL FORM
	PF	109	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	N/A	24" MIN.	36" o.c.	FULL FORM
GROUND COVERS								
	AB2	61	AGAPANTHUS AFRICANUS `BLUE`	BLUE LILY OF THE NILE	1 GAL		18" o.c.	FULL FORM
	HY	165	HEMEROCALLIS 'WF-479'	EVERGREEN STELLA DAYLILY	1 GAL		12" o.c.	FULL FORM
	LP3	39	LANTANA MONTEVIDENSIS	PURPLE TRAILING LANTANA	4"POT		30" o.c.	FULL FORM
	LA	106	LANTANA MONTEVIDENSIS 'ALBA'	WHITE TRAILING LANTANA	4"POT		30" o.c.	FULL FORM
	LV	154	LIRIOPE MUSCARI	LIRIOPE	1 GAL		15" o.c.	FULL FORM
	EGL	138	LIRIOPE MUSCARI `EVERGREEN GIANT`	EVERGREEN GIANT LIRIOPE	1 GAL		18" o.c.	FULL FORM
	SC	133	SEASONAL COLOR		4"POT		12" o.c.	
SOD/SEED								
	SOD	9,524 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD			

PLANT SCHEDULE MEDIAN

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	SPACING	REMARKS
TREES									
	BB2	8	DELONIX REGIA	ROYAL POINCIANA	B&B OR CONT	3"CAL	12-14` HT		FULL HEAD, SPECIMEN QUALITY, MIN. 12' CLEAR TRUNK
	SP	6	SABAL PALMETTO	SABAL PALM	FG		14-16` H		CLEAR-TRUNK HEIGHT NOTED
SHRUBS									
	CN	19	CLUSIA GLUTTIFERA 'NANA'	DWARF CLUSIA	3 GAL			36" o.c.	FULL FORM
	PA	60	PLUMBAGO AURICULATA	BLUE PLUMBAGO	N/A	24" MIN.		36" o.c.	FULL FORM
	PP	12	PODOCARPUS MACROPHYLLUS `PRINGLES`	PRINGLES DWARF PODOCARPUS	N/A	24" MIN.		36" o.c.	FULL FORM
	RL	38	RONDELETIA LEUCOPHYLLA	PANAMA ROSE	3 GAL			36" o.c.	FULL FORM
	TD	41	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	N/A	24" MIN.		48" o.c.	FULL FORM
	ZF	60	ZAMIA FLORIDANA	COONTIE PALM	N/A	12" MIN.		36" o.c.	FULL FORM
GROUND COVERS									
	SC	74	SEASONAL COLOR		4"POT			12" o.c.	
	TA	56	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	4"POT@			12" o.c.	
SOD/SEED									
	SOD	3,727 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD				

Home2 Suites at Coconut Point Pattern Book - 19

PLANTINGS IMAGES

TREES



Sabal Palm



Southern Live Oak



Royal Poinciana

GRASSES



Fakahatchee Grass



Hamein Dwarf Fountain Grass



Purple Fountain Grass



Evergreen Giant Liriope

GROUNDCOVER



Agapanthus



Evergreen Daylily



Purple Traling Lantana



White Traling Lantana



Variegated Liriope

Home2 Suites at Coconut Point Pattern Book - 20

PLANTINGS IMAGES

SHRUBS


Shrubby Yew Podocarpus


Pittosporum tobira


Clusia


Pineapple Guava


Bird of Paradise


Dwarf Variegated Schefflera


Dwarf Palmetto


Pringles Dwarf Podocarpus


Nora Grant Ixora


White Drift Rose


Little John Dwarf Bottlebrush


Wheeler's Dwarf Pittosporum


Coontie

Home2 Suites at Coconut Point Pattern Book - 21


MEDIAN PLANTING RENDERING
Home2 Suites at Coconut Point Pattern Book - 22

~~NINTH~~TENTH DEVELOPMENT ORDER AMENDMENT AND RESTATEMENT[1] FOR COCONUT POINT DRI STATE DRI # 09-2001-153

Let it Be Known That, pursuant to Florida Statutes §380.06, the Board of County Commissioners of Lee County, Florida, heard at a public hearing convened on October 21, 2002, the Application For Development Approval submitted by The Simon Property Group, L.P. and Oakbrook Properties, Inc., for Coconut Point DRI (originally known as Simon Suncoast DRI), a mixed use development in Lee County, consisting of approximately 482.4+/- acres.

WHEREAS, the Board of County Commissioners of Lee County, Florida considered the report and recommendations of the Southwest Florida Regional Planning Council, the Lee County Staff, the Lee County Hearing Examiner, the application and sufficiency submittals, and the documents and comments made on the record in public hearing, and after full consideration of those reports, recommendations, documents and comments, the Board of County Commissioners of Lee County, Florida, adopted the Coconut Point Development of Regional Impact (DRI) Development Order; and

WHEREAS, the original Development Order for the Coconut Point DRI was approved on October 21, 2002; and

WHEREAS, the DRI Development Order was subsequently amended on February 7, 2005, to reduce the number of hotel rooms from 600 to 350, decrease the number of apartments from 450 to 250, and increase the number of residential condominiums from 550 to 1,000; and

WHEREAS, on August 1, 2006, the DRI Development Order was amended a second time to extend the build-out date one year to December 31, 2007; and

WHEREAS, on August 30, 2006, the DRI Development Order was amended a third time to: (1) increase condominium units from 1,000 to 1,528; (2) decrease apartment units from 250 to 0; (3) increase hotel units from 350 to 440; (4) decrease retail commercial square footage from 1,800,000 to 1,638,900; (5) increase commercial square footage for banks by 8,000 square feet; (6) increase general office square footage from 200,000 to 315,000; (7) decrease medical office square footage from 100,000 to 68,333; (8) add a 506-seat performing arts center; and (9) add a land use conversion chart; and

WHEREAS, the Coconut Point DRI was amended a fourth time on March 18, 2008, to provide the benefit of the statutory extension to all phase build-out and expiration dates as provided under HB 7203; and

[1] This is an amendment of ~~a codification and restatement of~~ the Ninth Development Order Amendment and Restatement for Coconut Point DRI ~~Development Orders as amended through July 26, 2017~~ to amend and to update the Ninth Amendment to eliminate original requirements either fulfilled by the Applicant or no longer relevant.

WHEREAS, the Coconut Point DRI was amended a fifth time on December 19, 2009, to provide the benefit of the statutory extension to all phase build-out and expiration dates as provided under SB 360; and

WHEREAS, on June 2, 2011, House Bill 7207 (HB 7207) was signed into law by the Governor of the State of Florida. HB 7207, as codified in Chapter 2011-139, Laws of Florida, authorizes a four-year extension for all valid DRI Development Orders. At the option of the developer, all commencement, phase, build-out and expiration dates for valid Developments of Regional Impacts may be extended by four (4) years regardless of previous extensions issued in the past; and

WHEREAS, on June 29, 2011, Lee County received a request to extend the DRI compliance dates as contemplated under HB 7207, resulting in an extension to December 31, 2016; and

WHEREAS, Executive Order Number 11-128 provided for an extension of 60 days (extended an additional 60 days by Executive Order 11-172 and an additional 30 days by Executive Order 11-202), for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363 (effective July 1, 2011) build-out dates for valid DRI Development Orders were extended an additional 6 months; and

WHEREAS, on January 26, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 11-128 (extended by 11-172 and 11-202) and Florida Statutes §252.363, resulting in an extension to November 6, 2017; and

WHEREAS, Executive Order Number 12-140 provided for an extension of 60 days (extended an additional 30 days by Executive Order 12-192 and an additional 5 days by Executive Order 12-217) for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363, build-out dates for valid DRI Development Orders were extended an additional 6 months; and

WHEREAS, on July 2, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 12-140 (extended by 12-192 and 12-217) and Florida Statutes §252.363, resulting in an extension to August 8, 2018; and

WHEREAS, Executive Order Number 12-199 provided for an extension of 60 days for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363, Executive Order Number 12-199 extended the build-out dates for valid DRI Development Orders an additional 6 months; and

WHEREAS, on October 2, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 12-199 and Florida Statutes §252.363, resulting in an extension to April 7, 2019; and

WHEREAS, on January 8, 2013, the Coconut Point DRI was amended a sixth time to extend the build-out and termination dates to April 7, 2019, and April 7, 2025, respectively; and

WHEREAS, on August 5, 2013, the DRI Development Order was amended a seventh time to: (a) decrease the number of residential units from 1,528 to 1,214; (b) decrease the retail square footage from 1,638,900 to 1,607,500; (c) increase the office square footage from 315,000 to 782,777; (d) eliminate the performing arts center; (e) increase the number of ALF units from 200 to 400; (f) reduce the number of hotel units from 440 to 320; and (g) extend the build-out and termination dates to December 31, 2019, and December 31, 2025, respectively; and

WHEREAS, on September 20, 2013, Lee County received a request for an Eighth Amendment to the Coconut Point DRI Development Order to: (1) add an acute care hospital and increase the amount of medical office from 104,333 sf. to 234,000 sf. and (2) extend the build-out date and termination date to December 31, 2024, and December 31, 2030, respectively; and

WHEREAS, the Eighth Amendment (1) provided an option to develop an acute care hospital within Tract 3A; (2) increased the square footage of office that can be constructed within Tract 3A so long as net new external trips from Tract 3A do not exceed 614; and (3) extended the buildout and termination dates to December 31, 2024, and December 31, 2030, respectively; and.

WHEREAS, the Eighth Amendment application was reviewed by the Southwest Florida Regional Planning Council and the Lee County Hearing Examiner, who found it consistent with the Lee County Comprehensive Plan; and

WHEREAS, the Board approved the Eighth Amendment on May 7, 2014, finding the proposed changes did not constitute a substantial deviation from the original development approvals; and

WHEREAS, the Village of Estero was created on or about December 31, 2014, and the Coconut Point DRI is now under the jurisdiction of the Village of Estero; and

WHEREAS, ~~an application was submitted by Lee Memorial Health System to make corrections to the DRI DO created by the Eighth Amendment. These corrections allowed Tract 3A-1, 3A-2, and 3A-3-1 in the South Village to be developed with (1) a 160-bed~~

~~acute care hospital constructed only within Tracts 3A-1, 3A-2 and 3A-3_1, and (2) with any of the following land uses or combinations so long as they do not exceed 479 total net new external trips: up to 60,000 gross leasable square feet of retail, 300,000 square feet office (of which a maximum of 198,000 square feet may be medical office), 160 acute care hospital beds. These corrections were approved by~~ the Village Council ~~as~~ by Ordinance 2016-10 adopted on August 31, 2016 amended the Eighth Amendment to allow within Tracts 3A-1, 3A-2 and 3A-3 a 160 bed acute care hospital and the following land uses or combinations which shall not exceed 479 total net new external trips: up to 60,000 gross leasable square feet of retail, and 300,000 square feet office (of which a maximum of 198,000 square feet may be medical office). ~~The corrections approved by Ordinance 2016-10 are included in this Ninth Development Order Amendment and Restatement ("Ninth Amendment")~~; and

WHEREAS, an application to further amend the Eighth DRI Development Order was submitted by Coconut Point Holdings, LP on or about August 16, 2016, to (1) reduce 200 assisted living facility (ALF) units in Tract 1A; (2) reduce 18,900 square feet of commercial retail in Tract 1C; and (3) to add 180 multi-family apartment (MF-APT) units within Tract 1A~~Development Area 1~~; and

~~WHEREAS, Department of Economic Opportunity (DEO) issued a letter on or about July 19, 2016, finding that the amendment is a change pursuant to Section 380.06(19)(e).2.k., Florida Statutes and not a substantial deviation; and~~

~~WHEREAS, the Village of Estero Council has determined that the amendment is not a substantial deviation and concurred with DEO that the amendment is a Section 380.06(19)(e).2.k. change; and~~

WHEREAS, ~~this~~ the Village approved the Ninth ~~Amendment~~ Development Order Amendment and Restatement ("Ninth Amendment") by Ordinance 2017-02 on July 26, 2017 permitting said changes; and ~~will correct~~ correcting certain inconsistencies of land use intensity changes that were approved by previous amendments but not corrected in the previous amendments; and

WHEREAS, the applicant PHG Acquisitions, LLC, applied on May 2, 2024 to amend the Ninth Amendment to incorporate build-out date extensions approved pursuant to §252.361, Florida Statutes, and to permit an increase of 83 hotel units and a decrease of 2,000 square feet of commercial retail floor area, all within Development Area 2; and

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida, that the Development Order for the Coconut Point DRI is hereby amended by this Tenth Development Order Amendment and Restatement as follows:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The Coconut Point DRI is a master planned commercial development consisting of 482.4+/- acres located in ~~unincorporated south central Lee County~~ the

Village of Estero at the intersection of US 41 and Coconut Road. The Coconut Point DRI is a mixed use development that will consist of: ~~1,440,110~~ 1,438,110 gross leasable square feet of retail/regional mall (Regional Retail Center), 106,100 gross leasable square feet of retail on other parcels adjacent to the regional mall (Community Commercial Retail), 8,000 gross leasable square feet of Banks, 835,777 square feet of office, of which no more than 234,000 square feet may be medical office, ~~370~~ 453 hotel rooms, 1,214 condominium units, 180 multi-family apartment units, and a 200 unit assisted living facility. The project will include 33.4 acres of conservation areas, 57.1 acres of lakes, 43.2 acres of road rights-of-way and 9.0 acres of green area/open space.

B. Water and wastewater treatment will be provided by Bonita Springs Utilities.

C. The project phasing schedule consists of one phase with build-out in 2038~~2028~~.

~~C~~D. The terms of this Development Order apply to the property located and described in attached Exhibit A.

~~D~~E. The property is zoned Mixed-use Planned Development (MPD). ~~Undeveloped portions of the property are currently in active agricultural use.~~

~~E~~F. The Application for Development Approval (ADA) as originally approved and further amended is consistent with the requirements of §380.06, Florida Statutes~~, and was found sufficient by the Southwest Florida Regional Planning Council (SWFRPC) on January 17, 2001~~.

~~F~~G. The development is not located in an area designated as an Area of Critical State Concern under the provision of §380.05, Florida Statutes.

~~G~~H. The development will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan. The development is consistent with the State Comprehensive Plan if developed in accordance with the conditions set forth herein.

~~H. On July 19, 2016, the Department of Economic Opportunity determined that the Ninth Amendment was not a substantial deviation and did not require the filing of a Notice of Proposed Change.~~

I. The development is located in the ~~Urban Community~~ Transitional Mixed Use, Conservation and Wetlands future land use categories. The project, as proposed and conditioned herein, is consistent with the Village of Estero Comprehensive Plan and the Village of Estero Land Development Code.

~~J. The conditions set forth below meet the criteria found in §380.06(15)(d), Florida Statutes.~~

II. ACTION ON THE REQUEST AND CONDITIONS OF APPROVAL

NOW THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida, in a public meeting duly advertised, constituted and assembled that the Development of Regional Impact Application for Development Approval submitted on behalf of Simon Property Group, L.P., and Oakbrook Properties, Inc., for the project known as the Coconut Point DRI, originally approved October 21, 2002, is hereby further amended subject to the following conditions, restrictions and limitations. For the purpose of this Development Order, the term "Developer" refers to Simon Property Group, L.P., Oakbrook Properties, Inc., and Coconut Point Developers, LLC, and includes all successors or assigns. All references to County Ordinances or other regulations, including amendments thereto up to and including the date at which the Village was incorporated. References to Village Ordinances and regulations include all amendments that may take effect in the future.

A. AFFORDABLE HOUSING

1. *150 Affordable Housing Units ($600,000)*.[2]

~~a. The Developer must provide, either directly or through third parties, 150 units (combined total) of affordable housing for very low, low, and moderate-income persons within the identified DRI housing assessment area on or before December 31, 2006.~~

~~b. In the event the Developer does not provide all of the 150 units required above prior to December 31, 2006, t~~ The Developer ~~may satisfy the remaining~~ satisfied the affordable housing obligation by paying ~~$4,000 ($600,000 divided by 150 units) for each unit of the shortfall to the Lee County Affordable Housing Trust Fund~~ $600,000 to Lee County on December 20, 2006, which was accepted by the County in March, 2007.

2. *University Student Housing ($400,000)*.[3] In addition to the above, the Developer ~~will~~ subsidized University student housing by giving $400,000 to the Florida Gulf Coast University in October, 2004.~~prior to the issuance of the first development order allowing vertical construction within the DRI (excepting any public uses mandated by this Development Order).~~ These funds must be specifically earmarked for University student housing.

~~3. The changes to the development parameters proposed in the Ninth Amendment do not create impacts to affordable housing warranting further mitigation.~~

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[2] ~~The Developer paid $600,000 to Lee County on December 20, 2006, to satisfy this condition. These funds were accepted by the Board via Blue Sheet 20070290 in March 2007.~~

[3] ~~This requirement was satisfied in October 2004.~~

B. ENERGY

The Developer must incorporate, as a minimum, the following energy conservation features into all site plans and architectural programs or ~~insure~~ ensure that the following features are implemented through deed restrictions or covenants with successors in title. All applications for site plan approvals and building permits must be accompanied by documents detailing proposed compliance with these conditions. If deed restrictions or covenants are utilized to ~~insure~~ ensure compliance, those documents must be approved by the Village Attorney's Office prior to recording.

These features are:

1. A bicycle/pedestrian system connecting all land uses, to be placed along arterial and collector roads within the project and also along Sandy Lane. This system will be consistent with LDC regulations.

2. Bicycle racks or storage facilities in recreational, commercial and multi-family residential areas.

3. Bus stops, shelters and other passenger and system accommodations for a transit system to service the project area.

4. Energy efficient features in window design (e.g., tinting and exterior shading), operable windows, ceiling fans, appliances and equipment.

5. Minimize coverage by asphalt, concrete, rock and similar substances in street, parking lots and other areas to reduce local air temperatures and reflect light and heat.

6. Energy-efficient lighting for streets, parking area, recreation area and other interior and exterior public areas.

7. Water closets with a maximum flush of 1.6 gallons and shower heads and faucets with a maximum flow rate of 2.5 gallons per minute (at 80 pounds of water pressure per square inch).

8. Selecting, planting and maintaining native plants, trees and other vegetation and landscape design features that reduce requirements for water, fertilizer, maintenance and other needs.

9. Planting native shade trees to provide reasonable shade for all recreation areas, street and parking areas. Planting native shade trees for each residential unit.

10. Placing trees to provide needed shade in the warmer months while not overly reducing the benefits of sunlight in the cooler months. Orienting structures,

whenever possible, to reduce solar heat gain by walls and utilize the natural cooling effects of the wind.

11. Including porch and patio areas in residential units.

12. Establishing project architectural review committees that will consider energy conservation measures to assist builders and residents in the efforts to achieve greater energy efficiency in the development.

C. STORMWATER MANAGEMENT

1. The Developer must meet the criteria set forth in Chapter 40E, Florida Administrative Code, and the South Florida Water Management District (SFWMD) ~~Basis of Review~~ Applicant's Handbook Volume 1. ~~The Developer must obtain a modification of SFWMD Permit No. 36-00288-S for the construction and operation of the surface water management system. This~~ Any modification to permits issued by the SFWMD must address any impacts created by the development to wetlands and other surface waters. Halfway Creek is classified as an Outstanding Florida Water (OFW). Any discharge to an OFW requires additional water quality consideration. ~~Prior to the issuance of the permit modification, the SFWMD will evaluate this issue in greater detail.~~

2. The Developer must obtain all necessary approvals from the Florida Department of Transportation for any proposed discharge points and water control structures associated with US 41.

3. At the time of permit modification application, the Developer must provide finalized information regarding the size of proposed project lakes, the location of major water control structures, the correct identification of control structures within pre-treatment areas and verification of adequate dimensions for pre-treatment areas.

4 Best management practices are subject to the Village of Estero review and approval and must be included on all construction plans for development.

5. All internal storm water management lakes and ditches as well as any onsite preserved or enhanced wetland areas, must be set aside as private drainage or conservation easements on the recorded plat. Storm water lakes must include, where practical, adequate maintenance easements around the lakes with access to a paved roadway.

6. During construction activities, the Developer must employ best management practices for erosion and sedimentation control. These practices must be included with, or presented on, all construction plans, and are subject to approval by the appropriate agencies prior to implementation.

7. The final storm water management plan must consider, as applicable, measures to reduce runoff rates and volumes, including, but not limited to, fixed control

structures, perforated pipes, and grass swale conveyances. Swales, rather than closed systems, must be used whenever possible.

~~8~~. Any shoreline banks created along the onsite storm water management system must include littoral zones constructed on slopes consistent with SFWMD and the Village of Estero requirements and be planted in native emergent or submergent aquatic vegetation. The Developer must ensure, by supplemental replanting if necessary, that at least 80% cover by native aquatic vegetation is established/maintained within the littoral zone for the duration of the project.

9. The ~~Developer~~ Operating entity must conduct annual inspections of the Master Stormwater Management System and any preserved/enhanced wetland areas on the project site to ensure that these areas are maintained in keeping with the final approved designs, and that the water management system is capable of accomplishing the level of storm water storage and treatment for which it was intended. The ~~Developer or o~~Operating entity must undertake any cleaning and repair determined to be necessary based upon the annual inspection.

10. The Developer must confirm, to the satisfaction of all applicable federal, state, and local review agencies, and the SFWMD, that the proposed storm water management system will not impact habitats of any state or federally listed plant and/or animal species potentially occurring onsite, or that such impacts will be mitigated to the benefit of onsite populations of those species.

11. The Developer must undertake a regularly scheduled vacuum sweeping of all common streets and parking areas within the development.

12. If the Village of Estero establishes a Village-wide storm water management system, the Developer must participate to the extent the system benefits the development.

13. Ditch and swale slopes must be designed to minimize discharges so that these facilities may provide some additional water quality treatment prior to discharge. Treatment swales must be grassed.

14. The grassed storm water treatment areas must be mowed on a regular basis as part of the normal lawn maintenance of the development. Any debris that may accumulate in project lakes, ditches or swales, or which may interfere with the normal flow of water through discharge structures and under drain systems, must be cleaned from the detention/retention areas on a regular basis. Any erosion to banks must be replaced immediately.

15. Under drain systems and grease baffles~~, if utilized within the Coconut Point DRI,~~ must be inspected and cleaned and/or repaired on a regular basis. In no instance may the period between such inspections exceed eighteen months.

16. Storm water management system maintenance requirements include removal of any mosquito-productive nuisance plant species (e.g., water lettuce, water hyacinth, cattails and primrose willows) from all system nodes, reaches, and percolation basins, as well as from the lake littoral zones employed in the system.

17. When required by the SFWMD permit, any isolated wading bird "pools" constructed in lake littoral zones must be excavated to a depth that provides aquatic habitat for mosquito larvae predators, such as *Gambusia affinis*.

18. The Developer will ~~establish~~ maintain a legal operating entity in accordance with the SFWMD ~~Basis of Review~~ Applicant's Handbook Volume 1 and the applicable Lee County or the Village of Estero Land Development Code to maintain the internal storm water management lakes, ditches and wetlands. Easements, common areas or other legal mechanisms may be utilized to ensure there is sufficient access to the storm water management areas for maintenance purposes.

D. TRANSPORTATION

1. Significant Impacts

a. *Assessment Parameters*

The traffic impact assessment for the Project assumed the following development parameters as a worst-case traffic scenario achievable under the maximum potential development parameters identified ~~in Exhibit C,~~ below.

	Build-out ~~(2028)~~
Multifamily Condominiums (ITE LUC 230) (450 d.u. Town Center, 540 d.u. North Village) 224 d.u. South Village	1,214 d.u.
Multifamily Apartments (ITE LUC 220) (180 d.u. North Village)	180 d.u.
Assisted Living Facility (ITE LUC 252) (200 d.u. South Village)	200 d.u.
Hotel (ITE LUC 310) (250 rooms Town Center, 120 rooms South Village)	370 rooms
Community Retail (ITE LUC 820) (66,100 square feet North Village, 40,000 square feet South Village*)	106,100 sq. ft. (gla)
Regional Retail Center (ITE LUC 820)	1,440,110 sq.ft (gla)

1,440,110 square feet Town Center)

General Office (ITE LUC 710) (481,277 square feet North Village, 90,000 square feet Town Center, 30,500 square feet South Village*)	601,777 sq. ft.
Medical Office (ITE LUC 720) (234,000 square feet South Village*)	234,000 sq. ft.
Bank with drive-thru (8,000 square feet North Village)	8,000 sq. ft.

*Tracts 3A-1, 3A-2, and 3A-3 1 in the South Village (shown on page 3 of Map H attached hereto as Exhibit "B") may be developed with up to 60,000 gross leasable sq. ft. retail, 300,000 sq. ft. office (of which a maximum of 198,000 sq. ft. may be medical office), 160 acute care hospital beds, or any combination of these uses that do not exceed 479 net new external trips.

The above parameters form the basis for the original Project impacts and the mitigation requirements contained ~~herein~~ in the original Development Order approval. The assumed land uses associated with the general parameters ~~are~~ were identified by the Land Use Code (LUC) from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 6th Edition. While approved zoning categories may allow a wider range of uses, from a DRI standpoint the Project impacts are based on the above parameters and assumed uses. ~~If the Developer exercises Mitigation Option 2 and is granted concurrency vesting for all or a portion of the DRI, any significant change in the assumed uses, mix of uses or location of uses on the Master Concept Plan will require a re-evaluation of the DRI transportation impacts. A significant change is one that would increase the external project traffic by 5% or more or that would change the projected distribution and assignment of project traffic so as to result in a net increase in road miles of significantly and adversely impacted roadway links. This condition does not apply if Mitigation Option 1 is selected.~~

The overall traffic at the Project driveway entrances, based on the 2002 development parameters, was estimated to be 5,909 trips, including 4,120 PM net new external peak hour trips. The approval of the Seventh Development Order Amendment increased the overall traffic at the driveway entrances to 6,467 trips, including 4,565 PM net new external peak hour trips. The approval of the Eighth Amendment increased the overall traffic at the driveway entrances to 6,588 trips, including 4,734 PM net new external peak hour. The approval of the Tenth amendment does not alter the number of net new external peak hour trips because of the simultaneous increase and decrease in the development parameters.

b. *Build-out Impacts*

The original assessment on an existing-plus-committed network assuming the advancement of certain projects indicated that the significantly impacted roadways and intersections described below ~~will~~ would be operating below acceptable levels of service at the end of the original ~~2006~~ Build-out:

Roadway Improvements Needed

Roadways	Needed Improvement
I-75	
– Corkscrew Road to Daniels Parkway	Widen to 6 lanes
Three Oaks Parkway	
- Williams Road to Corkscrew Road	Widen to 6 lanes
US 41	
– Koreshan Boulevard to San Carlos Boulevard	Widen to 6 lanes
- Bonita Beach Road to Coconut Road	Widen to 6 lanes
Old US 41	
- Rosemary Drive to US 41	Widen to 4 lanes
Intersection Improvements Needed	
Bonita Beach Road @ Old 41(1)	Add 2nd SB left turn lane
Coconut Road @ Driveway 9/ Regional Retail Center(2)	Add WB right turn lane Add SB right turn lane Add SB left turn lane Add dual EB left turn lane Signalization(3)
Coconut Road @ Sandy Lane(2)	Add WB left turn lane Add WB right turn lane Add NB right turn lane Add NB left turn lane Add SB left turn lane Add SB right turn lane Add EB left turn lane Add EB right turn lane Signalization(3)

Corkscrew Road @ Ben Hill Griffin Parkway[1]	Add 2nd EB left turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane
Corkscrew Road @ River Ranch Road[1]	Signal retiming
Corkscrew Road @ Three Oaks Parkway	Add 2nd WB left turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane
I-75 @ Corkscrew Road[1]	Add 2nd EB left turn lane[4] Add 2nd WB left turn lane[4] Add 2nd NB left turn lane Add 2nd SB left turn lane
Old 41 @ Dean Street[1]	Signalization[3]
Old 41 @ Pennsylvania Avenue[1]	Signal retiming
Old 41 @ West Terry Street[1]	Add 2nd NB thru lane Add 2nd SB thru lane
Three Oaks Parkway @ Koreshan Boulevard[1]	Signalization[3]
Three Oaks Parkway @ Williams Road[1]	Signalization[3]
Three Oaks Parkway @ Coconut Road[1]	Signalization[3]
US 41 @ Immokalee Road[1]	Signal retiming
US 41 @ Old 41[1] (Collier County)	Signal retiming
US 41 @ Bonita Beach Road	Signal retiming
US 41 @ West Terry Street	Signal retiming
US 41 @ Old 41/Pelican Landing Parkway	Add 2nd WB right turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane Add 2nd EB left turn lane
US 41 @ Pelican Colony Boulevard	Add dual WB left turn lane[2] Add WB right turn lane[2] Add NB right turn lane[2]

	Add 2nd NB left turn lane Add dual SB left turn lane(2) Add 2nd EB left turn lane Add EB right turn lane
US 41 @ Coconut Road	Add 2nd WB left turn lane Add 2nd NB right turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane Add 2nd EB left turn lane Add EB right turn lane
US 41 @ Driveway 6/Regional Retail Center(1)	Add NB right turn lane(2) Add SB left turn lane(2)(3) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 5/Internal East-west Road(1)	Add NB right turn lane(2) Add dual SB left turn lane(2) Add dual WB left turn lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 4/Pelican Point Boulevard(1)	Add NB right turn lane(2) Add SB Left turn lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 3/Fountain Lakes Boulevard(1)	Add NB right turn lane(2) Add SB left turn lane(2) Add dual WB left turn lane(2) Add WB thru lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 2/Estero Greens(1)	Add NB right turn lane(2) Add dual SB left turn lane(2) Add dual WB left turn lane(2) Add WB thru lane(2) Add WB right turn lane(2) Add EB right turn lane(2) Signalization(2)(3)

US 41 @ Driveway 1/Community Commercial[1]	Add NB right turn lane[2] Add SB left turn lane[2] Add WB right turn lane[2]
US 41 @ Williams Road[1]	Add 2nd SB left turn lane Add 2nd WB left turn lane
US 41 @ Corkscrew Road[1]	Add 2nd WB left turn lane
US 41 @ Broadway[1]	Signal retiming
US 41 @ Koreshan Boulevard	Signalization[3]
US 41 @ Sanibel Boulevard[1]	Signal retiming
US 41 @ Metro Parkway[1]	Add 2nd NB right turn lane
US 41 @ Alico Road[1]	Signal retiming
US 41 @ Island Park Road[1]	Signal retiming
US 41 @ Ben Pratt/Six Mile Cypress Parkway[1]	Add EB thru lane Add WB thru lane
Williams Road @ Driveway 1/Comm Commercial[1]	Signalization[3]
Williams Road @ River Ranch Road[1]	Signalization[3]
Williams Road @ Sandy Lane[2]	Signalization[3] Add WB left turn lane Add NB right turn lane Add NB left turn lane Add EB right turn lane
Williams Road @ Three Oaks Parkway	Signalization[3]

(1) This intersection is not included in a significantly and adversely impacted roadway segment.

(2) This intersection is considered a site-related improvement.

(3) *Signalization only if warranted and subject to approval by the maintaining agency.*

(4) *Dual EB and WB left turn lanes should be provided if they can be constructed without requiring reconstruction of the I-75 overpass bridge structure.*

The intersection improvements include at grade geometric improvements, such as turn lanes and signalization when warranted. Intersection improvements are accounted for in the overall proportionate share calculation. Site-related needs at the Project entrances are not addressed in the proportionate share calculation and must be addressed by the Developer at the time of local development order approval.

2. **Mitigation**

a. *Build-out Proportionate Share*

The build-out proportionate share ~~is~~ originally was $14,600,000 in year 2002 dollars. This figure represents the Developer's share of necessary roadway and intersection improvements based on the development parameters set forth in Section II.D.1.a. The estimated roads impact fees based on the schedule effective July 1, 2000, ~~is~~ was $10,196,250, which is lower than the proportionate share estimate.

As noted in Condition D.3, the Developer ~~must~~ was required to pay $170,000 as mitigation for the project's Comprehensive Plan impacts to the 2020 level of service on US 41 from Koreshan Boulevard to Alico Road. Therefore, the total proportionate share obligation deemed sufficient to mitigate both the build-out DRI-related transportation impacts on the non-site related roads and intersections set forth in Paragraph D.1.b and the project's Comprehensive Plan impacts ~~is~~ was $14,770,000. ~~However, if the reanalysis described in section D.2.d.1 demonstrates that additional funds are necessary to mitigate the project's transportation impacts, then the Developer will be required to pay the higher mitigation amount~~.

No independent fee calculation ~~will be~~ was permitted for the project, or a subpart thereof, absent a Notice of Proposed Change.

b. Traffic Mitigation. The Developer ~~must choose~~ was provided a choice of one of the two mitigation options ~~identified below~~ to satisfy the proportionate share obligation. The Developer chose Traffic Mitigation Option 2 as described in (1) below and provided the entire traffic mitigation up front to Lee County which provided for concurrency vesting.

~~(1) Traffic Mitigation Option 1~~

~~(a) Payment~~

~~All development within the project must pay roads impact fees in effect at the time of building permit issuance. In addition to roads impact fees, and prior to the issuance of the first~~

~~building permit for vertical construction of any portion of the Regional Retail Center, the Developer must make a lump sum cash payment of $4,573,750 in year 2002 dollars. This lump sum cash payment is intended to mitigate the transportation impacts associated with the Regional Retail Center and satisfy the proportionate share obligation that is due over and above road impact fees.~~

~~In accordance with local policies and regulations, the Developer may be entitled to roads impact fee credits for road improvements constructed within the area surrounding the project.~~

~~(b) Concurrency~~

~~All development within the project will be subject to the Village of Estero Concurrency Management System at the time it obtains a local development order~~

~~(2) Traffic Mitigation Option 2~~[4]

(~~a~~1) Payment

The Developer may vest, for concurrency purposes, up to 400,000 square feet of retail uses and all of the non-retail uses by making an up-front payment of $6,270,000 in 2002 dollars on or before December 31, 2003, or the issuance of the first building permit for the site, whichever comes first (excepting any public uses mandated by this Development Order). The remaining portion of the project will be entitled to concurrency vesting upon the payment of $8,500,000 in 2002 dollars on or before December 31, 2004, or the issuance of the first building permit for the retail uses of the project over 400,000 square feet, whichever comes first. The value of creditable pipelined improvements identified in the Development Agreement may be subtracted from the second payment only. The Developer fulfilled this Option.

Concurrency certificates issued pursuant to this option ~~will be~~ were effective until December 31, 2019 [7], or for three (3) years

[4] ~~The Developer chose Option 2 and made the two installment payments in a timely manner.~~

[7] ~~In Lee County concurrency is reviewed at the time of local development order approval, which is independent of the DRI review process. However, the Developer submitted a traffic analysis for a new build out scenario resulting from HB 7207 demonstrating that the DRI project will not significantly or adversely impact any of the relevant road segments. Based upon this analysis, concurrency vesting rights were~~

from the date a local development order is issued, whichever is later. Concurrency vesting rights were extended by Lee County to December 31, 2017. Analysis during the May 10, 2013 NOPC resulted in an extension of concurrency vesting until December 31, 2019. Concurrency vesting was subsequently extended to December 31, 2024 as a result of analyses performed for the seventh and eighth amendments to the DRI.

(~~b~~2) Development Agreement

~~Exercise of traffic mitigation option 2 requires~~ Lee County required execution of a Local Government Development Agreement ~~executed~~ for Mitigation Option 2 pursuant to §163.3220, Florida Statutes, and Chapter 2, Article III of the Lee County Land Development Code. ~~The Developer must submit a draft Development Agreement to Lee County within 6 months of the adoption of the original DRI Development Order or prior to submittal of any local development order application for the Regional Retail Center or the Community Commercial Retail. The Development Agreement must be executed prior to issuance of a local development order allowing vertical construction anywhere on the site, excepting public uses mandated by this Development Order. The agreement must specify the payment schedule for the total proportionate share obligation in accordance with subparagraph (2)(a) above.~~ An agreement was entered into with Lee County pursuant to this provision prior to incorporation of the Village of Estero. As of November 2004, all requirements of the Interlocal Agreement were fulfilled and the Agreement is considered terminated by its own terms.

~~c.~~ (3) Application of Payments

(~~1~~a) Cash.

The County ~~will~~ committed originally to apply all impact fees and cash payments made by the DRI toward the non-site related improvements identified in Section D.1.b. In the alternative, the County ~~will~~ agreed to apply the fees toward improvements that relieve those roadways, provided those improvements were deemed necessary to maintain the

~~extended to December 31, 2017. Analysis during the May 10, 2013 NOPC resulted in an extension of concurrency vesting until December 31, 2019. Concurrency vesting was subsequently extended to December 31, 2024, as a result of analyses performed for the seventh and eighth amendments to the DRI.~~

County's adopted level of service standards. If the improvements identified in Section D.1.b ~~are~~ were ultimately funded through other sources, in whole or in part, or deemed unnecessary to maintain the adopted level of service standards, Lee County agreed that it may apply the impact fees and cash payments paid by the DRI to other improvements consistent with the requirements of Lee County LDC Chapter 2. Potential applications of the cash payment ~~will~~ could also be specified in the Development Agreement. The funds were paid, and improvements made prior to incorporation of the Village of Estero.~~[8]~~

(~~2~~b) Pipelined Improvements.[9]

The Developer was permitted to ~~may~~ propose in the Development Agreement to provide a specific roadway improvement or improvements in lieu of the second cash payment to the County of $8,500,000 in 2002 dollars, which is referenced in Section D.2.b.(2)(a). The proposed pipeline improvements were ~~are~~ subject to County approval. ~~In addition to the improvements listed in Section D.1.b, potential improvements for pipelining consideration include (but are not limited to):~~

~~(a) Sandy Lane 2-lane Extension, from the south property line to the north property line (Williams Road) and from Williams Road to Corkscrew Road. Consistent with the County's long-range plan for Sandy Lane as a 2-lane collector and the County's standards for collector roads, no more than 100 feet of right-of-way and 2 lanes of construction will be eligible for credits against the proportionate share obligation. The reasonable cost of providing the railroad crossing between~~

~~[8] An Interlocal Agreement addressing the traffic impacts to the City of Bonita Springs precipitated by approval of the Coconut Point DRI was approved by the Board of County Commissioners on March 23, 2003. The Agreement required the County to: (1) conduct the Sandy Lane Alignment Study; (2) transfer $2.184 million to the City for the DRI impacts to Old U.S. 41 between Rosemary Drive and the intersection of Old U.S. 41 with U.S. 41 and Pelican Colony Boulevard; (3) transfer $138,000 for specified intersection improvements; and, (4) set the alignment of Sandy Lane between Pelican Landing Boulevard and the southern DRI boundary. As of November 2004, all requirements of the Interlocal Agreement have been fulfilled and the Interlocal is considered terminated by its own terms.~~

~~[9] The developer chose to pipeline improvements by constructing Sandy Lane Extension (now known as via Coconut Point) from Pelican Colony Boulevard to Corkscrew Road. Lee County accepted that portion of Sandy Lane Extension from Pelican Colony Boulevard to Williams Road for maintenance on January 16, 2007; and, the portion of Sandy Lane Extension from Williams Road to Corkscrew Road was accepted for maintenance on August 5, 2008.~~

~~Williams Road and Corkscrew Road will be eligible for credits against the project's proportionate share obligation. If the Developer chooses to build more than 2 lanes, it will be at the Developer's sole expense.~~

~~(b) Interim improvements not requiring right-of-way at the Corkscrew Road/I-75 interchange (subject to FDOT approval).~~

~~The estimated costs of any improvements made by the Developer (including design, right-of-way acquisition, drainage, permitting, water retention, construction, and the like) must be documented and submitted to the County for review and approval. The County reserves the right to obtain its own estimates for comparison purposes. Credit against the proportionate share obligation will be based on the final actual costs of the agreed upon improvements. Any right-of-way granted to the County will be valued as of the day prior to the DRI and zoning approval and subject to the compliance with applicable LDC provisions. Credit for the construction costs will be subject to the provisions of the County Land Development Code and standard practice related to project timing. The improvements must be built to applicable County or State standards and accepted for maintenance in accordance with the requirements of the responsible jurisdiction.~~

The Developer chose to pipeline improvements by constructing Sandy Lane Extension (now known as Via Coconut Point) from Pelican Colony Boulevard to Corkscrew Road. Lee County accepted that portion of Sandy Lane Extension from Pelican Colony Boulevard to Williams Road for maintenance on January 16, 2007; and the portion of Sandy Lane Extension from Williams Road to Corkscrew Road was accepted for maintenance on August 5, 2008. The Village after its incorporation then accepted this portion for maintenance.

(4)~~d~~. *Build-out Extension*

~~(1) Requirement for Reanalysis~~

The original DRI Development Order approval indicated that extension of the build-out date beyond 2007 may alter the project's impact to the area road network. Under the Second DRI Development Order amendment, the Developer was obligated to file a complete traffic re-analysis in order to

achieve an extension of the build-out date beyond December 2007. The DRI rules were amended and other legislation was adopted, and the Developer applied for legislative and State of Emergency time extensions which were granted. The current build-out date is ~~September 4~~, December 7, 2038. ~~However, a three-year statutory extension of the build-out date was granted by 2007 legislation; and a two-year statutory extension of the build-out date was granted by 2009 legislation.~~

~~As a result of Florida HB 7207, Executive Order Numbers 11-128 (extended by 11-172 and 11-202), 12-140 (extended by 12-192 and 12-217) and 12-199, and §252.363, the DRI build-out date was automatically extended to April 7, 2019. However, concurrency vesting was not automatically extended. The traffic analysis submitted by the Developer demonstrated that the DRI project will not significantly or adversely impact any of the relevant road segments up to December 31, 2017. A subsequent analysis included in the May 10, 2013, NOPC resulted in an extension of concurrency vesting until December 31, 2019. Analyses performed for subsequent seventh and eighth amendments to the DRI resulted in an extension of concurrency vesting to December 31, 2024.~~

~~The assessment must include, but is not limited to, identification of the adjusted phasing, the level of development anticipated for the revised phasing, estimated traffic impacts, needed improvements, and the project's proportionate share of those improvements.~~

~~The assessment must include a cumulative analysis of the project's traffic impacts. The assessment must also identify mitigation for significantly and adversely impacted road segments by cumulative project traffic at the extended build-out year in accordance with the Transportation Uniform Standard Rule in the Florida Administrative Code. Prior to conducting a reassessment analysis, the Developer must attend a transportation methodology meeting with the Village of Estero, and other review agencies as necessary, to establish the appropriate methodology.~~

~~The traffic assessment will be prepared by the Developer following generally acceptable transportation planning procedures consistent with the standards in effect at the time of reanalysis. Payment of additional mitigation, if any,~~

~~resulting from the traffic assessment must be specified in an amended development order. The development order must be amended via a Notice of Proposed Change to reflect the revised phasing and additional mitigation.~~

~~The Village of Estero will provide credit against the recalculated proportionate share for all mitigation paid through the date of the new traffic assessment. Proportionate share payments previously made by the Developer will be adjusted to then current year dollars. This will be accomplished by increasing the principal amount paid by an amount equal to the increase as determined in the State Highway Bid Index for the State of Florida, published in the Engineering News Record, using an average of the last four quarterly factors. This increase will be expressed as a percentage and will be measured from the index published for the fourth quarter of 2001 to the index published in the then latest available edition.~~

~~Under no circumstances will reimbursement be granted for any portion of a payment made in exchange for concurrency vesting, regardless of the outcome of a reanalysis.~~

~~(2) Alternative for Reanalysis~~

~~(a) *Extension of Build-out.*[12]~~

~~If all or a part of the Regional Retail Center has received building permits prior to December 31, 2006, the Developer may choose to pay the traffic mitigation for some or all of the balance of the development through build-out in a lump sum at the time the~~

~~[12] The developer paid the lump sums required to exercise Mitigation Option 2 in December 2004 and December 2005. The second DRI Development Order Amendment adopted August 1, 2006 served to extend the build out date to December 31, 2007. In accord with the terms of the original DRI Development Order approval, the one year extension to 2007 was the maximum extension that could be approved without a complete traffic reanalysis. Adoption of HB7203 resulted in a three year statutory extension of the DRI build out date to December 31, 2010. The Developer submitted an abridged traffic analysis demonstrating that the concurrent status of the project could also be extended to December 31, 2010 because no additional roadways would be significantly or adversely impacted by the statutory extension of the build out date.~~

~~A second statutory extension of the build out date was granted to 2012 under SB 360 as adopted June 1, 2009. This second extension was not based upon additional traffic analysis due to the Board adoption of Resolution 09-06-22. Therefore, impacts from 2010 forward must be addressed in a subsequent extension of the build out beyond 2012.~~

~~A third statutory extension of the build out date was granted under HB 7207 and Executive Orders 11-128 and 12-140. With this third extension the Developer submitted a traffic analysis for a new build out scenario demonstrating that the DRI project will not significantly or adversely impact any of the relevant road segments. Based upon this analysis, concurrency vesting was extended to December 31, 2017.~~

~~Concurrency vesting was subsequently extended to December 31, 2024 pursuant to subsequent seventh and eighth amendments.~~

~~extension application is approved. Full payment of the required mitigation pursuant to Mitigation Option 2 constitutes an election under this section. This section is not intended to supersede the standard submittal requirements for a typical Notice of Proposed Change under state law.~~

~~(b) *NOPC filed to extend build-out beyond 2012.*~~

~~If the entirety of the Coconut Point DRI is not built out by September 4, 2028, the NOPC requesting a build-out date extension must be accompanied by a complete cumulative traffic reanalysis, as contemplated by the June 15, 2005, RPC recommendation. The traffic impact analysis must date back to 2010 and address all relevant impacts moving forward from December 31, 2010.~~

3. **Comprehensive Plan Mitigation**

An amendment to the Future Land Use Map, to change 435 acres from "Rural" to "Urban Community" was necessary to accommodate the original approval of this DRI. To support the Map amendment, an analysis different from the DRI Transportation Analysis was necessary. This Comprehensive Plan analysis required review of the effects of the proposed DRI project in the year 2020 on the planned, financially feasible roadway network. The result of this analysis indicated that four road segments, beyond those planned for improvement as part of the 2020 financially feasible roadways network plan, ~~will~~ were projected to fail with the addition of the Coconut Point (aka Simon Suncoast) project. ~~The failure for three of the identified segments will likely be addressed through other means, but t~~The segment of US 41 from Koreshan Boulevard to Alico Road ~~is~~ was projected to fail even after the six-lane improvement identified in paragraph D.1.b.

~~The comprehensive plan amendment transmittal package approved by the Board of County Commissioners on December 13, 2001, indicated that appropriate traffic impact mitigation must be provided at the time of rezoning or DRI development approval.~~

~~The costs for needed improvements beyond those planned in the 2020 Financially Feasible Plan are solely the responsibility of the Developer, and are treated much as a proportionate share obligation. In this case, t~~The Developer ~~has~~ estimated that the provision of dual left turn lanes at a number of key intersections along the impacted segment of US 41 will improve the capacity enough to allow satisfactory operation. The Developer estimated that the cost of providing these turn lanes would be roughly $692,000, not including the costs of maintenance of traffic, mobilization and permitting. The Developer's proportionate share of the cost of the turn lanes ~~is~~ was $170,000. This

figure ~~has been~~ was added to the project's DRI proportionate share, ~~as noted above~~ and was paid by the Developer.

4. **Access and Site Related Improvements**

In addition to the proportionate share obligation set forth above, the Developer ~~is~~ was responsible for its share of the following site-related roadway and intersection improvements: all internal roadways, all intersection improvements, including signalization, turn lanes, deceleration lanes, and other improvements deemed necessary by the County Engineer and consistent with the Village of Estero Land Development Code for the Project's access points onto U.S. 41, Coconut Road, and Williams Road. The improvements include the installation of a signal coordination system on U.S. 41 ~~from~~ and Pelican Colony Boulevard Intersection ~~to Williams Road~~, when the warrants are met. During the local development order review process, site-related improvements must be evaluated based on weekday, PM peak hour conditions. Saturday mid-day conditions must be considered in the design of turn lanes due to the retail component of the DRI. Site-related improvements are not eligible for credit against impact fees and may not be used to offset the proportionate share obligation. Project accesses onto US 41 are subject to obtaining a connection permit from FDOT.

5. **Committed Improvements**[13] [14]

The following improvements were required of the Developer and have been fulfilled.

Roadway Improvements

Roadways	Start Year	Improvement
Alico Road – US 41 to Seminole Gulf Railway	02	4 Lanes
– Seminole Gulf Railway to I-75 West Ramps	02	6 Lanes
Ben Hill Griffin Parkway/Treeline Avenue – Alico Road to Daniels Parkway	02	4 Lane Ext.

[13] ~~As of the date the Third DRI DO was adopted, many of the improvements identified as committed are complete. The completed improvements include Alico Road, Ben Hill Griffin/Treeline, Bonita Beach Road, Livingston/Imperial, Three Oaks from Coconut Road to Corkscrew Road, US 41 and Williams Road. Three Oaks from Corkscrew Road to Alico Road is currently under construction. Construction of Three Oaks Parkway from Alico to Daniels Parkway is delayed; and the Metro Parkway project is currently not funded.~~

[14] ~~As of the date the Fifth DRI DO was adopted the following improvements were under construction: Metro Parkway Extension and the widening of a portion of I-75 to six lanes; and the segment of Three Oaks from Alico to Corkscrew is complete.~~

Bonita Beach Road - Imperial Street to I-75	03	6 Lanes
Livingston/Imperial Connection – Immokalee Road to Bonita Beach Road	U/C	2 Lane Ext.
Metro Parkway – U.S. 41/Alico Road to Ben Pratt/Six Mile Cypress Pkwy (including interchange)	04	6 Lane Ext.
Three Oaks Parkway – S. of Coconut Road to Williams Road	U/C	4 Lane Ext.
– Williams Road to Corkscrew Road	U/C	4 Lane Ext.
– Corkscrew Road to Alico Road	03	4 Lanes
– Alico Road to Daniels Parkway	03	4 Lane Ext.
US 41 – Old 41 (Collier County) to N. of Bonita Beach Road	03	6 Lanes
- San Carlos Boulevard to Alico Road	U/C	6 Lanes
Williams Road – River Ranch Road to Three Oaks Parkway	02	2 Lane Ext.

~~The Regional Retail Center has the potential to create a temporary burden on the transportation network. The following Staging Schedule is an effort to minimize the temporary transportation burden while providing the Developer with the ability to obtain building permits for vertical construction of retail uses. Issuance of any building permit for vertical construction will require prior compliance with the mitigation options set forth in condition D.2. The "Maximum Square Footage" column identifies the maximum gross retail square footage for which building permits allowing vertical construction may be issued prior to the corresponding date, unless the improvements identified "to Avoid Interim Level of Service Problem" are under construction on or before the identified date. If all required interim improvements are completed or under construction on or before the identified date, then building permits for the maximum amount of retail square footage as identified in conjunction with the corresponding date may be issued.~~

~~Date~~	~~Maximum Square Footage~~	~~Needed Improvements to Avoid Interim Level of Service Problem~~	
		~~Route~~	~~Limit~~

~~Adoption of DRI DO AND Compliance with Cond. D.2~~	~~400,000~~	~~Not Applicable~~	~~Not Applicable~~
~~July 1, 2004~~	~~800,000~~	~~U. S. 41 - 6 Lane~~	~~Collier County line to Bonita Beach Road~~
~~July 1, 2005~~	~~1,200,000~~	~~Three Oaks Ext. 4L~~	~~Terry St. to Coconut Rd.~~
		~~OR~~	
		~~Livingston Rd./ Imperial St. 4 Lane~~	~~Immokalee Rd. to E. Terry St.~~
~~July 1, 2006~~	~~1,800,000~~	~~US 41 6Lane~~	~~Corkscrew Rd. to San Carlos~~
		~~AND~~	
		~~Three Oaks Ext. 4 Lane~~	~~Terry St. to Coconut Rd.~~
		~~AND~~	
		~~Old 41 - 4 lane~~	~~Rosemary dr. to US 41~~
		~~AND~~	
		~~Metro Pkwy. Ext. 6 Lane~~	~~Alico Rd. to ben C Pratt/ Six Mile Cypress Pkwy~~
		~~AND~~	
		~~Three Oaks Ext- 4 Lane~~	~~Alico Rd. to Daniels Pkwy~~
		~~or~~	
		~~Treeline Ext. 4L~~	~~Alico Rd. to Daniels Pkwy.~~

~~6. **Annual Transportation Monitoring Program**~~

~~a. *Design of Monitoring Program*~~

~~The transportation monitoring program will be designed in cooperation with the Village of Estero, Lee County Department of Transportation, the Florida Department of Transportation (FDOT), the Southwest Florida Regional Planning Council (SWFRPC), and the Florida Department of Community Affairs (FDCA) prior to submittal of the first report. The methodology of the~~

annual transportation monitoring report may be revised if agreed upon by all parties.

b. *Submittal of Monitoring Report*

The Developer must submit an annual transportation monitoring report to the following entities for review and approval: Village of Estero, Lee County Department of Transportation, FDOT, FDCA, and SWFRPC. The first monitoring report will be submitted one year after the effective date of the DRI Development Order.[15] The Developer must provide written notice to the above review agencies if the Developer concludes that a traffic monitoring report is not required because no traffic impacts have been created. Once the transportation monitoring report has been submitted, a report must be submitted annually thereafter until Project build-out, whether actual or declared.

c. *Minimum Requirements for Report Contents*

The monitoring report will measure the Project's actual external roadway impacts and the level of service conditions on the impacted roads and intersections, and determine the timing for needed improvements. The traffic monitoring report must also contain the following information:

(1) P.M. peak Signalization[(2)(3)] hour traffic counts with turning movements at the Project's access points onto U.S. 41, Coconut Road, Williams Road, Pelican Colony Boulevard and Sandy Lane, and on the external road segments and intersections identified in Paragraph D.1.b. (Traffic counts/volumes may be obtained from original traffic counts, public agency reports, other monitoring reports, and other available data.)

(2) A comparison of field measured external Project traffic volumes to the 5,909 total P.M. Peak hour external (including 757 pass-by and 1,032 inter-zonal trip ends) project trip generation from all driveways onto U.S. 41, Coconut Road, Williams Road, Pelican Colony Boulevard and Sandy Lane assumed in the DRI analysis. If an interconnection is provided to The Brooks parcel at the southeast corner of U.S. 41 and Coconut Road, a methodology must be developed to identify pass-through trips generated by The Brooks parcel.

(3) Estimated existing levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.b. above.

[15] The first monitoring report was submitted in January 2004.[16] The statutory two-year extension granted under SB 360 did not serve to suspend the Developer's obligation to address impacts identified under this subsection in the event the monitoring report indicates a substantial deviation has occurred.

~~(4) Estimated future levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.b. above, based on a one-year projection of future volumes. A summary of the status of road improvements assumed to be committed by Village of Estero, City of Bonita Springs, Collier County, Lee County and FDOT.~~

~~d. *Implications*[16]~~

~~(1) If the transportation monitoring report reveals that the Project trip generation exceeds the original assumptions contained herein, then the statutory provisions regarding substantial deviations will govern.~~

~~(2) Changes to development parameters or build-out may require the Developer to rebut the statutory presumption of substantial deviation. In some instances, the evidence necessary to rebut the presumption may involve a comparison of Project trip distribution and assignment.~~

~~7~~6. **Pedestrian/Bicycle and Transit Facilities**

The Developer will provide for pedestrian and bicycle facilities and bus stop locations in accordance with the map attached as Exhibit ~~F~~D.

E. VEGETATION AND WILDLIFE/WETLANDS

1. Impacts to the habitat value of the site (i.e. habitat utilized by dispersing juveniles and possible habitat available to adults occupying the Corkscrew area) ~~must be~~ have been considered during the permitting review process with the SFWMD and the Department of Army Corps of Engineers (ACOE). ~~This impact must be assessed in terms of the type and function of the forested habitat on site, and the site's contribution as a connection between preserve lands to support wide-ranging and wetland dependent species.~~ The Developer ~~will~~ has coordinated with the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC) to address the impacts the proposed project may have on habitat utilized by wide-ranging listed species including the Florida Panther and Florida Black Bear.

2. The lake designs ~~must~~ have included draw down pool features in littoral shelf slopes to favor use by woodstork and other wading birds.

~~[16] The statutory two-year extension granted under SB 360 did not serve to suspend the Developer's obligation to address impacts identified under this subsection in the event the monitoring report indicates a substantial deviation has occurred.~~

~~[17] The requirement to provide property to the Estero Fire Rescue District was satisfied by the recording of a deed at OR Book 4097 Page 0672, dated July 31, 2003.~~

3. The Developer ~~must~~ has followed the Standard U.S. Fish and Wildlife Service Protection Measures for the Eastern Indigo Snake; and an Eastern Indigo Snake Protection Plan ~~to be~~ has been submitted for review and approval by the FFWCC as a condition of local development order approval.

4. The Developer ~~must~~ has provided an on-site preserve management plan for review and approval by the FFWCC as a condition of local development order approval.

5. The 482± acre site originally consisted of 36.23± acres of SFWMD jurisdictional wetlands. The Developer ~~is committed to~~ has conserved~~ing~~ 22.15 acres of jurisdictional wetlands and 4.81 acres of jurisdictional surface waters. An estimated 9.27 acres of jurisdictional wetlands are proposed to be impacted with an additional 14.56 acres of non-jurisdictional surface waters to be filled (borrow lakes). 3.76 acres of the proposed wetland impacts have been previously permitted by the SFWMD and the Army Corp of Engineers (ACOE) under the Sweetwater MPD/Brooks project (e.g., eradication of exotic vegetation and wetland hydro-period enhancement).

6. Prior to impacting the additional 5.51 acres of jurisdictional wetlands, the Developer ~~must~~ has modified~~y~~ existing SFWMD and ACOE permits and provided additional mitigation.

7. Wetlands and surface waters remaining on the project site must be protected during construction through the implementation of temporary erosion and sedimentation control procedures.

8. Littoral plantings will be incorporated into the final design of the proposed stormwater management ponds. Plantings of desirable wetland herbaceous plants, to include species such as pickerelweed, maiden cane, and blue flag iris, cypress and black gum.

9. The existing flow-way is part of the Halfway Creek Watershed and headwaters. The 32.7 acre flow-way ~~must be~~ has been preserved and enhanced. An enhancement plan ~~must be~~ has been submitted as part of the local development order approval process. This plan ~~must~~ included a restoration planting plan for the 8.49± acres melaleuca dominated slash pine-cypress mixed wetland forest and the 6.84± acre area located in the southeast branch of the flow-way that was previously cleared/disturbed. The restoration planting plan, which is outside of the mitigation requirements under the existing permits, can be utilized as compensatory mitigation for additional wetland impacts during subsequent permitting review processes with the state and federal regulatory agencies.

F. HURRICANE PREPAREDNESS

1. ~~The Developer has stated an intention to utilize various community buildings, which are to be built in several locations throughout the development, as onsite emergency shelters for the project's residents. Based on the estimate of needed shelter space prepared by the staff of the Southwest Florida Regional Planning Council, the total shelter space provided by the Developer within Coconut Point DRI will be 10,480 square feet.~~

~~2. Construction of the buildings to serve, as onsite shelters must be started no later than the issuance of the 100th residential unit certificate of occupancy within each separate community in the overall development. All buildings to be utilized, as shelters must meet the following criteria:~~

~~a. elevated above the Category 3 storm surge level;~~

~~b. constructed in accordance with the requirements in Rule 9J-2.0257(6)(e), FAC, to withstand winds of at least one hundred twenty (120) miles per hour;~~

~~c. all windows in the building are shuttered;~~

~~d. equipped with an emergency power generator with adequate capacity to handle the following:~~

~~(1) ventilation fans;~~

~~(2) emergency lighting;~~

~~(3) life safety equipment (i.e., intercom, fire and smoke alarms); and~~

~~(4) refrigeration and cooking equipment.~~

~~e. have an auxiliary potable water supply.~~

~~3. As an alternative to providing all or part of the shelter space in on-site buildings, the Developer may limit the onsite shelter demand of the project by elevating all or portion of the residential units above 15.9 to 16.8 feet NGVD, if the units are located in these elevation ranges, which is the maximum predicted Category 3 storm surge flooding level. The amount of shelter space to be constructed or shelter impact fees to be paid will be determined by the Lee County Office of Emergency Management.~~

~~4.~~ All deeds to property located within the Coconut Point DRI must include or be accompanied by a disclosure statement in the form of a covenant stating the property is located in a hurricane vulnerability zone and that the hurricane evacuation clearance

time for Lee County or the Southwest Florida Region is high and hurricane shelter spaces are limited.

~~5. The Developer is also proposing to develop 370 hotel or motel rooms, within the Coconut Point DRI. Prior to issuance of a local development order for the hotel/motel, the hotel/motel Developer must contact Lee County Emergency Management with respect to establishing written hurricane preparation and evacuation/sheltering procedures. These procedures must be reduced to a written plan, prepared by the hotel/motel Developer, and approved by Lee County Emergency Management prior to occupancy of the hotel/motel.~~

~~6~~2. Mitigation for hurricane evacuation route impacts ~~will be accomplished through implementation of one of the following provisions. The mitigation option to be used must be identified~~ were provided by the Developer as part of the original local development order process.

~~a. Establish and maintain a public information program within the proposed homeowners associations for the purpose of educating the development's residents regarding the potential hurricane threat; the need for timely evacuation in the event of an impending hurricane; the availability and location of hurricane shelters (specifically including the onsite shelters); and the identification of steps to minimize property damage and protect human life.~~

~~In order to use the above mitigation option, the Developer must provide a continuing hurricane awareness program and a hurricane evacuation plan. The hurricane evacuation plan must address and include, at a minimum, the following items: operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; a public awareness program that addresses vulnerability, hurricane evacuation, hurricane shelter alternatives including hotels, the locations of both the onsite hurricane shelters and onsite or offsite public shelters, and other protective actions that may be specific to the development; identification of who is responsible for implementing the plan; and other items as deemed appropriate. The plan must be developed in coordination with local emergency management officials. In order to use this mitigation option, the final plan must be found sufficient by the reviewing agencies and must address the recommendations provided by the reviewing agencies; or~~

~~b. Alternatively, the Developer must commit to providing roadway capacity improvements above and beyond those improvements required by Rule 9J-2.0255, FAC; or~~

~~c~~3. The Developer must commit to providing funds to be used for the purpose of procuring communications equipment, which would upgrade the existing

warning and notification capability of local emergency management officials. In order to use this mitigation option, the Developer must provide reasonable assurance to local emergency management officials regarding the provision's ability to reduce the development's hurricane evacuation impacts. The amount of the funding will be determined and approved by the local emergency management officials. The evaluation of the impacts and the mitigation will be determined in accordance with Section 7-501 through 7-505, Land Development Code.

G. WASTEWATER MANAGEMENT/WATER SUPPLY

1. The Developer ~~will~~ obtained a SFWMD permit for groundwater withdrawals for landscape irrigation, for irrigation well construction, as well as for any dewatering needed to construct the project lakes, roads or building foundations.

2. The Developer will utilize water conserving devices and methods necessary to meet the criteria established in the water conservation plan of the public water supply permit issued to Bonita Springs Utilities (BSU).

3. The Developer ~~will~~ coordinated with BSU or other water supplier to ensure that adequate potable water is available to meet the demands of the project.

4. The Developer will provide any necessary verification to the SFWMD that the Developer's plumbing and irrigation designs are consistent with SFWMD rules.

5. The Developer must demonstrate at the time of local development order approval that sufficient potable water and wastewater treatment capacity is available. ~~If BSU cannot provide the necessary service, then the Developer must obtain service from an alternate provider with capacity or construct on-site interim facilities that satisfy BSU Standards. Interim facilities must be dismantled at the Developer's expense when service by BSU is available.~~

6. The on-site lakes, wetlands, and storm water management system must be buffered from treated effluent contamination in accordance with SFWMD regulations.

7. Septic systems utilized in conjunction with construction trailers, sales offices and model homes must be temporary. When it is feasible to connect the temporary uses to the regional wastewater treatment facilities, all temporary septic systems must be abandoned or removed by a licensed septic system firm, in accordance with all applicable regulations.

8. The Developer must submit copies of all local development order application plans that include potable water or wastewater collection and distribution systems to BSU. BSU will review the plans for compliance with the BSU specifications manual.

9. Bonita Springs Utilities will evaluate all potable water facilities to ensure that the facilities are properly sized to meet average, peak day, and fire flow demands in accordance with the LDC. The Village of Estero will consult with the appropriate fire protection district to confirm that the fire flow demands will be satisfied by the proposed potable water facility.

10. The Developer must use the lowest, yet acceptable for the intended purpose, quality of water available for all non-potable water purposes.

H. COMPREHENSIVE PLAN

On October 21, 2002, the Board adopted a resolution amending the Lee Plan to reclassify the DRI site to the Urban Community land use category. The Village of Estero adopted a comprehensive plan for the Village of Estero on June 13, 2018 and designated the DRI site as Transitional Mixed Use, Wetlands and Conservation.

I. POLICE AND FIRE PROTECTION

1. The Developer will ensure that first responders to the area are adequately trained by TECO/People Gas to address accidental natural gas releases from the natural gas pipelines that are to be located on or adjacent to the site to ensure the safety of the residents and visitors to the area.

2. The project must be constructed and maintained in accordance with the adopted Life Safety and Fire Code requirements.

3. The owner or operator of a facility qualifying under the Superfund Amendments Reauthorization Act (SARA) Title III of 1986, and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, must file hazardous materials reporting applications in accordance with §§302, 303, 304, 311, 312, or 313. The applications must be updated annually by each reporting facility.

4. The Developer will provide the Lee County Sheriff's Department with finished shell space in the main regional mall complex (Regional Retail Center) for use as a Sheriff's substation to facilitate law enforcement activities. This space will be provided at nominal cost to the Sheriff's Department.

5. The Fire and EMS impacts of this project will be mitigated by the payment of impact fees in accordance with the schedules set forth in the LDC. ~~However, the~~ Developer ~~must~~ provided the Estero Fire Rescue District with an appropriate parcel (not less than 1 acre in size) for the location of a fire-rescue station and emergency medical

services facility on the project site, ~~Upon transfer of this site to the Fire District, the Developer will be entitled to fire impact fee credits in accordance with the LDC.~~[17]

6. The Developer will conduct a comprehensive security study and evaluation during the design and construction of each retail development phase. The purpose of this study is to design and implement site specific security measures. The plan must provide for review on a quarterly basis by regional security audits. A copy of this plan must be submitted to the County as a condition of local development order approval.

7. The water mains, fire hydrants, and site access must be designed and constructed in accordance with Village of Estero regulations and BSU guidelines by providing large water mains meeting minimum diameters based upon proposed land use, and installation of fire hydrants in suitable locations to provide adequate fire protection coverage. Internal fire sprinkler systems may be required for structures to meet supplemental fire protection.

8. Any on-site facilities with commercial pool operations must comply with appropriate codes and statutes including required safety measures such as chemical sensors, internal alarm systems, or emergency shutdown systems.

J. EDUCATION

1. The education impact of this project will be mitigated by the payment of school impact fees in accordance with the schedules set forth in the LDC. ~~However, the~~ Developer ~~must~~ on February 14, 2008 provided ~~a site at least~~ two five acres ~~in size and appropriately located to accommodate the growing school needs in this area of the county. Upon transfer of this~~ sites located adjacent to Estero High School to the School District~~, the Developer may be entitled to seek~~ and obtained school impact fee credits from the County. ~~in accordance with the LDC.~~[18]

2. ~~This project will have an impact on the Estero High School and surrounding neighborhood traffic.~~ The Developer will use reasonable efforts to prevent the project's construction traffic from using Williams Road east of the railroad tracks.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER, AND ADMINISTRATIVE REQUIREMENTS

A. Resolution. This Development Order constitutes a resolution of the Village of Estero adopted by the Village in response to the proposed Tenth amendment to the DRI filed for Coconut Point DRI.

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[17] ~~The requirement to provide property to the Estero Fire Rescue District was satisfied by the recording of a deed at OR Book 4097 Page 0672, dated July 31, 2003.~~

[18] ~~Developer transferred two 5-acre parcels to the School Board (instr # 2008000042208) on February 14, 2008. School impact fee credits in the amount of $280,000 were issued to DMM Development, LLC (acct # 200805851).~~

B. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the Developer in the ADA and supplementary documents that are not in conflict with conditions or stipulations specifically enumerated above are incorporated by reference into this Development Order. These documents include, but are not limited to the following:

1. The Coconut Point (f/k/a Simon Suncoast) Application for Development Approval, stamped received on September 12, 2000;

2. The Coconut Point DRI sufficiency responses stamped received on February 7, 2001, and April 10, 2001 (transportation) and April 13, 2001; and

3. The governing zoning resolution for the Coconut Point (f/k/a Simon Suncoast) MPD.

C. Master Plan of Development. Map H, dated April 17, 2025, attached hereto as Exhibit "B", is for the current DRI revision and is incorporated by reference. It is understood that because it is a concept plan it is very general. The Developer may modify the boundaries of development areas and the locations of internal roadways to accommodate topography, vegetation, market conditions, traffic circulation, or other site related conditions as long as the modifications meet local development regulations. This provision may not be used to reduce the size of wetland preserve areas. Precise wetland boundaries will be determined by the SFWMD, as delegated by the Department of Environmental Protection (FDEP) and the Army Corp of Engineers (ACOE).

D. Binding Effect. The Development Order is binding upon the Developer, its successors and assigns. Where the Development Order refers to lot owners, business owners or other specific reference, those provisions are binding on the entities or individuals referenced. Those portions of this Development Order that clearly apply only to the project Developer are binding upon any builder/developer who acquires a tract of land within the DRI. The Developer may impose or pass on the requirements of this DRI development order to ultimate purchasers through covenants that run with the land ~~and phasing schedule~~.

E. Reliance. The terms and conditions set out in this Development Order constitute a basis upon which the Developer and the Village of Estero may rely with respect to future actions necessary to fully implement the final development contemplated by this Development Order. The development parameters and phasing schedule upon which this development order approval is based ~~is~~ are set forth in Exhibit C. These development parameters may be adjusted to the extent contemplated by, and in accordance with, the Land Use Conversion Table set forth in Exhibit C-1. ~~Change to the development mix or phasing schedule may require a reanalysis of project impacts in order to rebut a presumption of substantial deviation~~.

F. Enforcement. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party by action at law or equity. ~~All costs of those proceedings, including reasonable attorney's fees, will be paid by the defaulting party.~~

G. Successor Agencies. References to governmental agencies will be construed to mean future instrumentalities that may be created and designated as successors in interest to, or which otherwise possess, the powers and duties of the referenced governmental agencies in existence on the effective date of this Development Order.

H. Severability. If any portion or section of this Development Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, then that decision will not affect the remaining portions or sections of the Development Order, which will remain in full force and effect.

I. Applicability of Regulations. This Development Order does not negate the Developer's responsibility to comply with federal, state, regional and local regulations.

J. Further Review. Subsequent requests for local development permits ~~do not require further DRI review~~ shall be reviewed pursuant to the Village of Estero Land Development Code §380.06, Florida Statutes. ~~However, upon a finding at a public hearing by the Village that any of the following conditions exist, the Village must order a termination of all development activity in that portion of the development affected by substantial deviation until a DRI Application for Development Approval, Notice of Substantial Deviation or Notice of Proposed Change has been submitted, reviewed and approved in accordance with §380.06, Florida Statutes~~

~~1. There is a substantial deviation from the terms or conditions of this Development Order or other changes to the approved development plans that create a reasonable likelihood of an additional regional impact or any other regional impact created by the change that has not been evaluated and reviewed by the Regional Planning Council; or~~

~~2. Expiration of the period of effectiveness of the Development Order. Any request to extend the effectiveness of this Development Order will be evaluated based on the criteria for the extension of the build-out date set forth in §380.06(19), Florida Statutes.~~

~~3. Conditions in this development order that specify circumstances in which the development will be required to undergo additional DRI review. See 9J-2.025(10).~~

K. Build-out and Termination Dates. The project has a build-out date of ~~September 4, 2028,~~ December 7, 2038, and a termination date of ~~September 5, 2034~~December 7, 2044. The termination date is based on the recognition that a local

Development Order is valid for six years after the build-out date. ~~No permits for development will be issued by the Village subsequent to the termination date or expiration date unless the conditions set forth in §380.06(15)(g) are applicable.~~

L. Commencement of Physical Development. As of November 2004, commencement of substantial physical development of the project has occurred. Further development must occur in accordance with the development parameters and phasing schedule set forth in Exhibit C.

M. Assurance of Compliance. The director of the Village of Estero Department of Community Development, or their designee, will be the local official responsible for assuring compliance with this Development Order. The Village of Estero is primarily responsible for monitoring the development and enforcing the provisions of the development order. No permits or approvals will be issued if the Developer fails to act in substantial compliance with the development order.

N. Credits Against Local Impact Fees. Pursuant to §380.06(16), Florida Statutes, the Developer may be eligible for credits for contributions, construction, expansion, or acquisition of public facilities, if the Developer is also subject by local ordinances to impact fees or exactions to meet the same needs. However, no credit will be provided for internal or external site-related facilities required by Village regulations, or to any off-site facilities to the extent those facilities are necessary to provide safe and adequate services to the development.

O. Protection of Development Rights. The project will not be subject to down-zoning, unit density reduction, or intensity reduction prior to ~~September 4, 2028~~ December 7, 2038. If the Village demonstrates at a public hearing that substantial changes have occurred in the conditions underlying the approval of this Development Order, or finds that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the Village of Estero to be essential to public health, safety and welfare, then down-zoning, unit density reduction, or intensity reduction may occur.

P. ~~Biennial~~Monitoring Reports. At the request of the Director of Community Development during permitting review, the Developer shall provide a report regarding the status of the development or part of the development within the DRI, and any conditions applied to the development by the Development Order. The Director of Community Development may request supplemental traffic analysis if the applicant seeks to amend the development parameters set forth in the DRI Development Order in a manner which creates a substantial increase (5%). This condition shall cease to be in effect upon the build-out of the project. ~~The Developer must submit a report biennial to the Village of Estero Department of Community Development, the SWFRPC and Florida DCA on Form RPM-BSP-Annual-Report-1. The content of the report must include the information set forth in Exhibit D, and must also be consistent with the rules of the FDCA. The first monitoring report was submitted to the DRI coordinator for SWFRPC, DCA, and Lee~~

~~County no later than one year after the effective date of this Development Order[20]. Further reporting must be submitted every two years for subsequent calendar years thereafter, until build-out, whether actual or declared. Failure to comply with this reporting procedure is governed by §380.06(18), Florida Statutes, which provides for the temporary suspension of the DRI Development Order.~~

~~The Developer must file the monitoring reports until actual or declared build-out of the project. The Simon Property Group is the party responsible for filing the monitoring reports until one or more successor entities are named in the development order. The Developer must inform successors in title to the undeveloped portion of the real property covered by this development order of the reporting requirement. Tenants or owners of individual lots or units have no obligation to comply with this reporting condition.~~

~~The Developer must also submit a transportation annual report in accordance with the provisions set forth in Section II.D. of this development order.~~

Q. Community Development District. ~~The Developer might elect to petition for the formation of a Uniform Community Development District to serve all or a portion of the project pursuant to Florida Statutes, Chapter 190, as it may be in effect from time to time. Lee County hereby gives its approval that any such district may undertake the construction and/or funding of all or any of the mitigation and public infrastructure projects for which the Developer is responsible under the terms of this development order, whether within or without the boundaries of the district, and including the payment of mitigation amounts provided for in this development order, as a co-obligor hereunder. This provision may not be construed to require the approval of any petition to form such a district, and in no event will the Developer be released from its obligations under this development order.~~ The Developer was given an option by the original Development Order but did not elect to petition for a CDD for all or a portion of the DRI.

R. Transmittal and Effective Date. ~~The Village will forward certified copies of this Development Order to the SWFRPC, the Developer, and appropriate state agencies.~~ This Development Order is effective at the time of its adoption by the Village of Estero Village Council. ~~rendered as of the date of that transmittal, but will not be effective until the expiration of the statutory appeal period (45 days from rendition) or until the Florida Department of Economic Opportunity (DEO) has completed its review and has determined not to take an appeal, should that occur prior to the expiration of the 45-day period, or until the completion of any appellate proceedings, whichever time is greater. In accordance with the requirements of §380.06(15)f, Florida Statutes, once this development order is effective, t~~The Developer must record notice of its adoption in the office of the Clerk of the Circuit Court of Lee County.

S. Continued Agricultural Use of Property. Bona fide agricultural uses in existence on the date of this DRI initially approved October 21, 2005 have ceased. ~~may~~

~~[20] The first monitoring report was submitted in January 2004.~~

~~continue until the first development order approval for a site within the particular tract, as designed on Map H, (excluding public uses mandated by this Development Order). No development activity of any kind may occur on the property, including the clearing of vegetation or cutting of trees, unless such activity is reviewed and approved in accordance with Lee County regulations as if no agricultural use existed on the property. The purpose of the limitation is to eliminate any exemption or other special considerations or procedures that might otherwise be available under the Village of Estero regulations by virtue of the existing agriculture on the property.~~

Councilmember _____ made a motion to adopt the ~~Ninth~~ Tenth Development Order Amendment and Restatement, seconded by Councilmember _____. The vote was as follows:

	AYE	NAY
Mayor Joanne Ribble	____	____
Vice Mayor George Zalucki	____	____
Councilmember Lori Fayhee	____	____
Councilmember Jeff Hunt	____	____
Councilmember Rafael Lopez	____	____
Councilmember Jon McLain	____	____
Councilmember Jim Ward	____	____

DULY PASSED AND ADOPTED this ____ day of _____, ~~2017~~2025

ATTEST: VILLAGE OF ESTERO, FLORIDA

BY:_____ By:_____
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By:_____
Nancy Stroud, Esq., Village Land Use Attorney

Exhibits:

A. Legal Description
B. Master Plan of Development (Map H) dated 4/17/25
C. Development Parameters and Phasing Schedule
C-1 Land Use Conversion Table
~~D. Biennial Monitoring Report Requirements~~
~~E Calculation of Road Impact Fee Obligation~~
~~F~~D. Pedestrian, Bicycle and Bus Stop Plan

Exhibit A

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS
950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

Applicant's Legal Checked
by CSJ 5/15/13
Pgs 1 thru 3

RECEIVED
MAY 10 2013
COMMUNITY DEVELOPMENT

HM PROJECT #1997079
05/03/13
REF. DWG. #A-994-3
PAGE 1 OF 3

LEGAL DESCRIPTION:

A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 5.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 1,733.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HWY. NO. 41 (FLORIDA STATE ROAD NO. 45), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN N.10°32'05"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 971.33 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5,605.39 FEET, THROUGH A CENTRAL ANGLE OF 04°03'11", SUBTENDED BY A CHORD OF 396.43 FEET AT A BEARING OF N.08°30'30"W., FOR A DISTANCE OF 396.52 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°07'51"E. FOR A DISTANCE OF 747.22 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.82°31'42"E., A DISTANCE OF 3,909.60 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,909.60 FEET, THROUGH A CENTRAL ANGLE OF 08°29'31", SUBTENDED BY A CHORD OF 578.92 FEET AT A BEARING OF N.03°13'32"W., FOR A DISTANCE OF 579.45 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°16'56"W., FOR A DISTANCE OF 583.09 FEET; THENCE RUN N.00°16'56"W., FOR A DISTANCE OF 47.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 150.00 FOOT RIGHT-OF-WAY, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N.10°26'58"W., A DISTANCE OF 2,025.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,025.00 FEET, THROUGH A CENTRAL ANGLE OF 09°12'27", SUBTENDED BY A CHORD OF 325.07 FEET AT A BEARING OF N.74°56'48"E., FOR A DISTANCE OF 325.42 FEET TO THE END OF SAID CURVE; THENCE RUN N.70°20'35"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,025.00 FEET, THROUGH A CENTRAL ANGLE OF 09°15'04", SUBTENDED BY A CHORD OF 487.89 FEET AT A BEARING OF N.74°58'07"E., FOR A DISTANCE OF 488.42 FEET TO THE END OF SAID CURVE; THENCE RUN N.79°35'39"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 238.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY; THENCE RUN S.00°59'47"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,869.10 FEET TO THE POINT OF BEGINNING; CONTAINING 95.885 ACRES, MORE OR LESS.

AND

A PORTION OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 5.89 FEET TO A POINT ON THE

DCI 2013-00010 DRI 2013-00003
Naples • Fort Myers

EXHIBIT A

WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 3,021.15 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,320.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,692.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE RUN N.00°56'59"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,590.78 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5,641.38 FEET, THROUGH A CENTRAL ANGLE OF 09°31'27", SUBTENDED BY A CHORD OF 936.68 FEET AT A BEARING OF N.05°42'42"W., FOR A DISTANCE OF 937.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.10°28'26"W., ALONG SAID WESTERLY RIGHT-OF -WAY LINE, FOR A DISTANCE OF 98.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAMS ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.88°20'53"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,029.70 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7,050.00 FEET, THROUGH A CENTRAL ANGLE OF 03°00'00", SUBTENDED BY A CHORD OF 369.09 FEET AT A BEARING OF S.89°50'53"W., FOR A DISTANCE OF 369.14 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°39'07"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 674.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HWY. NO. 41 (FLORIDA STATE ROAD NO. 45), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN S.04°52'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,901.67 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,725.19 FEET, THROUGH A CENTRAL ANGLE OF 11°32'50", SUBTENDED BY A CHORD OF 548.30 FEET AT A BEARING OF S.00°53'44"E., FOR A DISTANCE OF 549.23 FEET TO THE END OF SAID CURVE; THENCE RUN S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 225.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,710.61 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 626.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,584.73 FEET, THROUGH A CENTRAL ANGLE OF 06°24'13", SUBTENDED BY A CHORD OF 1,294.08 FEET AT A BEARING OF S.03°28'03"E., FOR A DISTANCE OF 1,294.76 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°15'56"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 274.74 FEET; THENCE RUN S.46°02'16"E., FOR A DISTANCE OF 577.44 FEET; THENCE RUN S.01°57'26"E. FOR A DISTANCE OF 25.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 150.00 FOOT RIGHT-OF-WAY; THENCE RUN N.88°02'34"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 32.80 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,875.00 FEET, THROUGH A CENTRAL ANGLE OF 17°41'59", SUBTENDED BY A CHORD OF 576.92 FEET AT A BEARING OF N.79°11'34"E., FOR A DISTANCE OF 579.22 FEET TO THE END OF SAID CURVE; THENCE RUN N.70°20'35"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE

SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,175.00 FEET, THROUGH A CENTRAL ANGLE OF 09°15'04", SUBTENDED BY A CHORD OF 512.09 FEET AT A BEARING OF N.74°58'07"E., FOR A DISTANCE OF 512.65 FEET TO THE END OF SAID CURVE; THENCE RUN N.79°35'39"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 263.08 FEET TO THE POINT OF BEGINNING; CONTAINING 386.536 ACRES, MORE OR LESS.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

TOTAL PROPERTY AREA: 482.421 ACRES, MORE OR LESS.

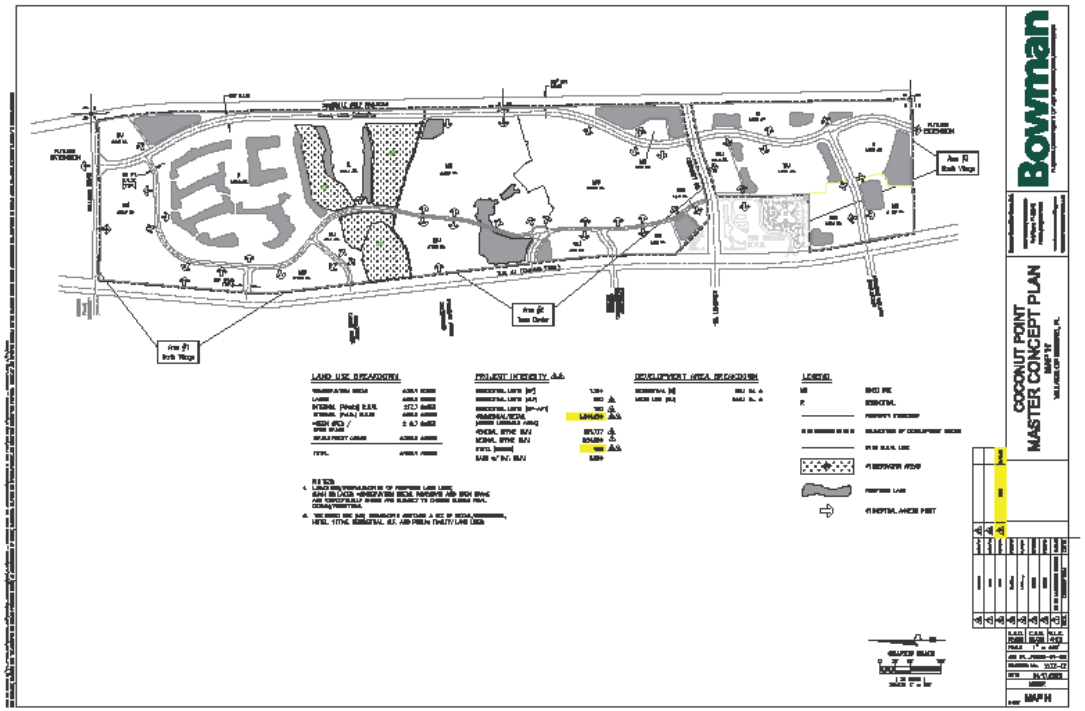
BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S.88°56'17"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

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Exhibit B



DRI
EXHIBIT C

Development Parameters and Phasing Schedule

		Buildout
Regional Retail Commercial	~~1440,110~~ 1,438,110* sq. ft.	2038~~2028~~
Community Retail	106,100* sq. ft.	2038~~2028~~
Office	835,777** sq. ft.	2038~~2028~~
Hotel	~~370~~ 453 Rooms	2038~~2028~~
Residential, Multi-family	1,214 du	2038~~2028~~
Residential, MF Apartments	180 units	2038~~2028~~
Assisted Living Facility	200 units	2038~~2028~~
Banks	8,000 sq. ft.	2038~~2028~~

* Gross Leasable Area

**Up to 234,000 sq. ft., may be medical office

Note (1): a 160 acute care bed hospital may only be constructed within Tracts 3A-1, 3A-2 and 3A-3_1 and; (2) Tracts 3A-1, 3A-2, and 3A-3_1 may be developed with any of the following land uses or combinations so long as the uses do not exceed 479 total net new external trips: up to 60,000 gross leasable sq. ft. retail, 300,000 sq. ft. office (of which a maximum of 198,000 sq. ft. may be medical office), 160 acute care hospital beds.

DRI EXHIBIT C-1

Land Use Conversion Table

Land Use	Max Increase*
Retail	54,999 sf
Office (Gen / Med)	65,999 sf
Residential	54 MF
Hotel	82 rms

*The purpose of this table is to permit one land use to be converted to a different use. The conversion may be approved only if the project's overall trips do not exceed the parameters set forth in Condition II.D.1.a.

~~DRI~~
~~EXHIBIT D~~

~~BIENNIAL MONITORING REPORT REQUIREMENTS~~

~~The Biennial Monitoring Report that must be submitted by the Developer in accordance with Subsections 380.06(15) and 380.06(18), Florida Statutes, and 9J-2.025(7), Florida Administrative Code, must include the following:~~

~~A. Any changes in the plan of development or in the representations contained in the application for development approval, or in the phasing for the reporting year and for the next year;~~

~~B. A summary comparison of development activity proposed and actually conducted for the year;~~

~~C. Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to separate entities or developers.~~

~~D. Identification and intended use of lands purchased, leased, or optioned by the Developer adjacent to the original DRI site since the development order was issued;~~

~~E. A specific assessment of the Developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments contained in the application for development approval that have been identified by the local government, the RPC, or the DCA as being significant;~~

~~F. Any requests for substantial deviation determination that were filed in the reporting year and to be filed during the following year;~~

~~G. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;~~

~~H. A list of significant local, state, and federal permits that have been obtained or are pending by agency, type of permit, permit number and purpose of each;~~

~~I. A statement that all persons have been sent copies of the report in conformance with Subsections 380.06(15) and (18), Florida Statutes;~~

~~J. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Developer pursuant to Paragraph 380.06(15)(f), Florida Statutes.~~

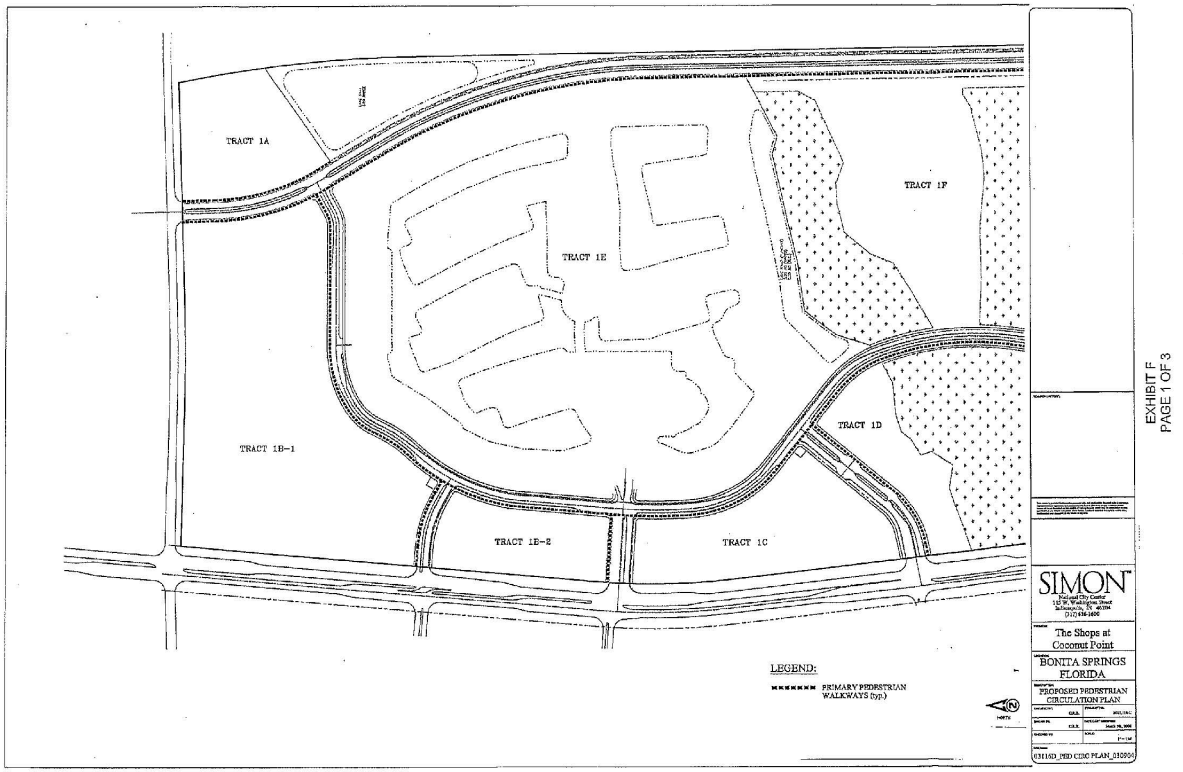
~~NOTE: The Florida Administrative Code specifically requires that the development order specify the requirements for the report. The Administrative Code requires that the report will be submitted to DCA, the RPC, and the local government on Form RPM-BSP-Annual Report-1.~~

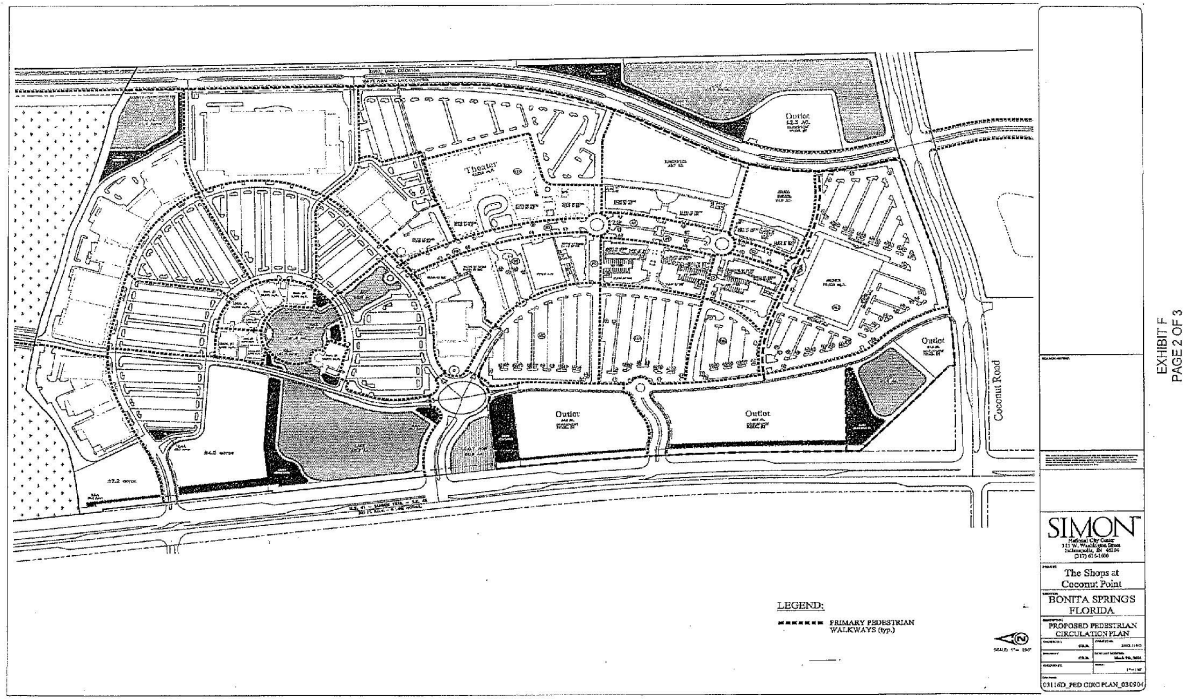
~~DRI~~
~~EXHIBIT E~~
~~Calculation of Road Impact Fee Obligation[21]~~

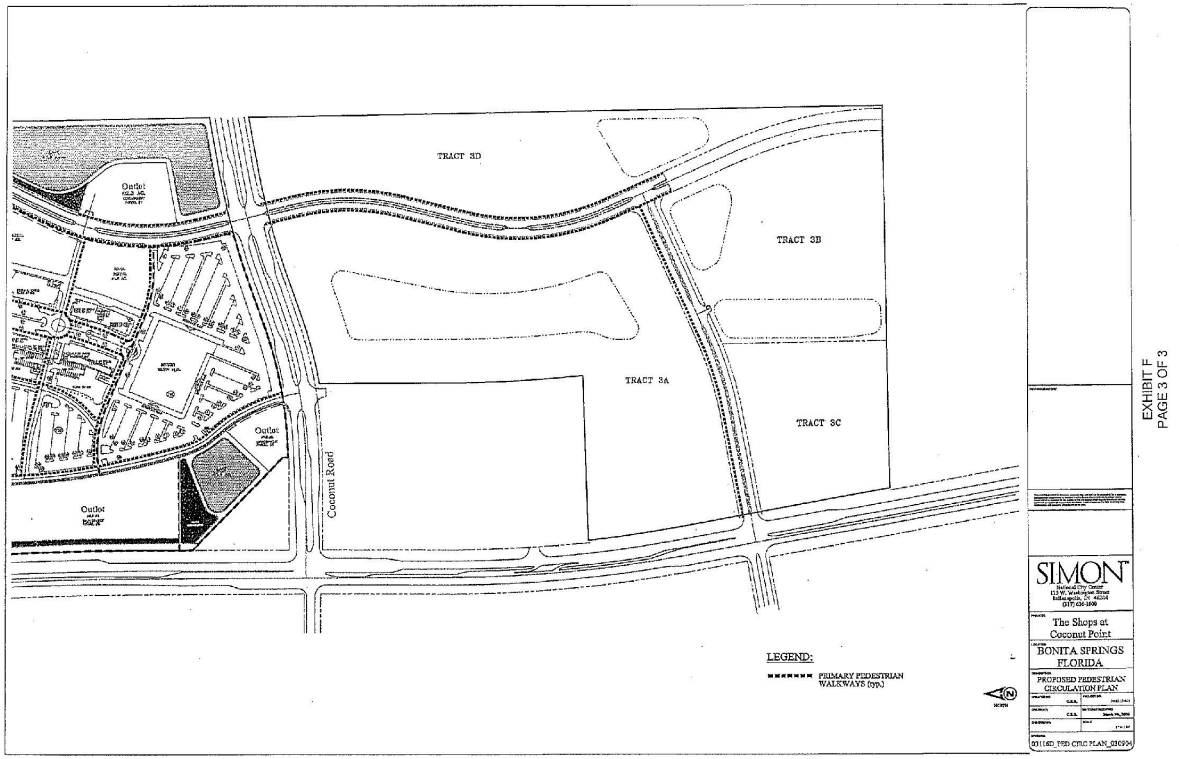
~~LAND USE~~	~~ITE LUC~~	~~UNIT~~	~~RATE~~	~~SIZE~~	~~AMOUNT~~
~~GENERAL INDUSTRIAL~~	~~130~~	~~1000 SF~~	~~$1,681.00~~	~~0~~	~~$ -~~
~~WAREHOUSE~~	~~150~~	~~1000 SF~~	~~$1,198.00~~	~~0~~	~~$ -~~
~~MINI WAREHOUSE~~	~~151~~	~~1000 SF~~	~~$ 419.00~~	~~0~~	~~$ -~~
~~SINGLE-FAMILY DETACHED~~	~~210~~	~~DU~~	~~$2,436.00~~	~~0~~	~~$ -~~
~~MULTI-FAMILY~~	~~220~~	~~DU~~	~~$1,687.00~~	~~1000~~	~~$ 1,687,000.00~~
~~MOBILE HOME (PARK UNIT)/RV SITE~~	~~240~~	~~DU~~	~~$1,221.00~~	~~0~~	~~$ -~~
~~ACLF~~	~~252~~	~~DU~~	~~$ 550.00~~	~~200~~	~~$ 110,000.00~~
~~HOTEL~~	~~310~~	~~ROOM~~	~~$1,834.00~~	~~600~~	~~$ 1,100,400.00~~
~~TIMESHARE~~	~~310~~	~~DU~~	~~$1,834.00~~	~~0~~	~~$ -~~
~~GOLF COURSE~~	~~430~~	~~ACRE~~	~~$ 711.00~~	~~0~~	~~$ -~~
~~MOVIE THEATRE~~	~~443~~	~~1000 SF~~	~~$5,600.00~~	~~0~~	~~$ -~~
~~ELEMENTARY/SECONDARY SCHOOL (PRIVATE)~~	~~520~~	~~1000 SF~~	~~$ 611.00~~	~~0~~	~~$ -~~
~~CHURCH~~	~~560~~	~~1000 SF~~	~~$1,402.00~~	~~0~~	~~$ -~~
~~DAYCARE~~	~~565~~	~~1000 SF~~	~~$3,900.00~~	~~0~~	~~$ -~~
~~HOSPITAL~~	~~610~~	~~1000 SF~~	~~$2,941.00~~	~~0~~	~~$ -~~
~~NURSING HOME~~	~~620~~	~~1000 SF~~	~~$ 824.00~~	~~0~~	~~$ -~~
~~OFFICE UNDER 100,000 SF~~	~~710~~	~~1000 SF~~	~~$2,254.00~~	~~100~~	~~$ 225,400.00~~
~~OFFICE 100,000 SF AND OVER~~	~~710~~	~~1000 SF~~	~~$1,918.00~~	~~100~~	~~$ 191,800.00~~
~~MEDICAL OFFICE~~	~~720~~	~~1000 SF~~	~~$6,334.00~~	~~100~~	~~$ 633,400.00~~
~~RETAIL UNDER 100,000 SF~~	~~820~~	~~1000 SF~~	~~$3,992.00~~	~~100~~	~~$ 399,200.00~~
~~RETAIL 100,000 SF TO 250,000 SF~~	~~820~~	~~1000 SF~~	~~$3,869.00~~	~~150~~	~~$ 580,350.00~~
~~RETAIL 250,000 SF TO 500,000~~	~~820~~	~~1000 SF~~	~~$3,634.00~~	~~250~~	~~$ 908,500.00~~
~~RETAIL 500,000 SF AND OVER~~	~~820~~	~~1000 SF~~	~~$3,354.00~~	~~1300~~	~~$ 4,360,200.00~~
~~STANDARD RESTAURANT~~	~~831~~	~~1000 SF~~	~~$8,715.00~~	~~0~~	~~$ -~~
~~FAST FOOD RESTAURANT~~	~~834~~	~~1000 SF~~	~~$9,886.00~~	~~0~~	~~$ -~~
~~CAR WASH, SELF SERVICE~~	~~847~~	~~STALL~~	~~$7,749.00~~	~~0~~	~~$ -~~
~~CONVENIENCE FOOD AND BEVERAGE STORE~~	~~851~~	~~1000 SF~~	~~$8,715.00~~	~~0~~	~~$ -~~
~~BANK~~	~~911~~	~~1000 SF~~	~~$6,063.00~~	~~0~~	~~$ -~~
~~TOTAL~~					~~$10,196,250.00~~

~~[21] The calculations included here are based upon the impact fee schedule effective July 1, 2000. The fee schedule was used as a basis for establishing traffic mitigation option 1. The Developer did not ultimately choose option 1.~~

Exhibit D


TRACT 1A
TRACT 1E
TRACT 1F
TRACT 1D
TRACT 1B-1
TRACT 1B-2
TRACT 1C
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN
EXHIBIT F
PAGE 1 OF 3


Outlot
Theater
Outlot
Outlot
Outlot
Coconut Road
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN
EXHIBIT F
PAGE 2 OF 3


TRACT 3D
TRACT 3B
TRACT 3A
TRACT 3C
Outlot
Outlot
Outlot
Coconut Road
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN
EXHIBIT F
PAGE 3 OF 3

Home2 Suites at Coconut Point MPD/DRI

Zoning Staff Report

For Village Council

PROJECT NAME:	**Home2 Suites at Coconut Point MPD/DRI**
CASE TYPE:	**Amendment to Mixed-Use Planned Development Zoning and Development of Regional Impact**
CASE NUMBER:	**DCI2024-E005**
PLANNING ZONING & DESIGN BOARD MEETING:	**February 11, 2025**
VILLAGE COUNCIL:	**May 21, 2025 First Reading June 4, 2025 Second Reading**

SUMMARY OF REQUEST

The applicant is requesting an amendment to the Coconut Point Mixed-Use Planned Development (MPD) to allow a 4-story, 111-room hotel on an approximately 2.37 acre site in the Coconut Point mall parking lot. The applicant is also requesting related amendments to the DRI Development Order.

The site is located west of Via Coconut Point and Shadow Wood at the Brooks in the parking lot north of The Residences at Coconut Point (northwest corner of Via Coconut Point and Via Monte Carlo Way).

STAFF AND PLANNING ZONING AND DESIGN BOARD RECOMMENDATION

Staff and PZDB recommend approval of the zoning amendment with conditions, as well as the DRI development order amendment. The conditions are listed in the attached ordinance. The PZDB vote was 7-1.

GENERAL INFORMATION

Applicant
PHG Acquisitions, LLC

Authorized Agent
Jeremy Pettit, P.E., Ingenium Enterprises, Inc.

Location
Within the parking lot of Coconut Point Mall

STRAP Number
09-47-25-E2-360SC.0010

Surrounding Zoning and Land Use
North Vacant Regal movie theater, parking lot, then Target

East Via Coconut Point, Seminole Gulf Railway, then, Shadow Wood community

South Via Monte Carlo Way, then, The Residences at Coconut Point

West Various retail stores within Coconut Point Mall

Zoning
Mixed-Use Planned Development (MPD). The property is also subject to the US 41 Overlay which outlines additional requirements for parking lot design and landscaping.

Comprehensive Plan Land Use Category
Transitional Mixed Use

Project History
The property is part of Coconut Point MPD and Coconut Point DRI. The property was rezoned from Agriculture (AG-2) to a Mixed Use Planned Development (MPD) by Lee County in 2002 under zoning resolution Z-02-009. The DRI and MPD zoning have been amended numerous times by Lee County as well as the Village of Estero after incorporation.

Public Information Meeting
A Public Information Meeting was held on December 12, 2023. The applicant's summary of the meeting is attached.

STAFF REVIEW

The zoning amendment is to develop a 4-story, 111-room "all suites" hotel in the back parking lot of the Coconut Point shopping center.

The applicant is requesting an amendment to Coconut Point Mixed Use Planned Development and DRI. The DRI Development Order Amendment will increase the number of hotel units permitted but will decrease the square footage of commercial retail floor area by 2,000 square feet to ensure that there is no net increase in vehicle trips.

Hotel use is allowed within the property, however, there is a limit on the number of rooms. Due to the approval of three other hotels within the property, there are not enough remaining hotel rooms, necessitating the DRI and zoning amendment. The proposed increase in hotel rooms on the property would need to be offset by a proposed reduction in other uses to ensure no net increase in vehicular trips.

Coconut Point MPD is governed by Zoning Resolution No. Z-02-009, which approved a mix of different uses including commercial retail uses and up to 370 hotel rooms. Coconut Point Development Area #2 has 250 rooms allocated for hotel use. To date, 222 hotel rooms (Hyatt Place and TownPlace Suites) have been permitted within Development Area #2, leaving 28 hotel rooms available. The applicant is requesting the development of up to 111 rooms on the subject property, or an additional 83 hotel rooms (111 rooms minus 28 rooms), above the existing development allocations for Development Area #2. The proposed amendment will not exceed the original traffic entitlements for this MPD. This will be ensured by reducing the equivalent number of trips associated with the proposed hotel use from the permissible commercial retail floor area.

Master Concept Plan

The Master Concept Plan shows the following:

- The proposed location of the 4-story, 111-room hotel
- Parking areas
- Outdoor amenity area, including pool and active recreation areas
- Dumpster enclosure and landscape buffers
- Pedestrian connections to the shopping center
- Access to the proposed hotel from Via Monte Carlo Way off Via Coconut

Pattern Book

A Pattern Book is required for a zoning amendment. The Pattern Book is “supplemental” because there are already design guidelines for the larger Coconut Point development which includes Simon and Oakbrook property.

The proposed Pattern Book includes a conceptual site plan, color renderings, architectural elevations, color and material samples, line of sight exhibits, and a planting plan that includes plantings in the median along Via Coconut Point.

Architecture

Based on comments at the Public Information Meeting and staff comments, the applicant has revised the architecture to blend better with the “Mediterranean Style” of Coconut Point.

The adjacent buildings within Coconut Point Mall showcase mediterranean style architectural details with a warm earth tone color palette. The colors have been revised to a more muted green, beige, and other accent colors and materials consistent with the Coconut Point Design Review Guidelines and the color palettes of adjacent buildings within Coconut Point Mall.

Height

The proposed hotel will be 48 feet in height to the main parapet and 58 feet 6 inches to the top of the architectural element. The applicant is requesting a deviation from maximum height requirement of 45 feet and explains that the adjacent multi-family development, The Residences at Coconut Point on Tract 2A, is approximately 55 feet in height. The proposed 4-story hotel development will be comparable in height to the Residences.

Pedestrian Connections

Sidewalks and walkways will be provided from the parking lot areas and primary building entrances. Pedestrian connections will be provided to Via Coconut Point and adjacent parcels within Coconut Point Mall via concrete sidewalks and ADA accessible ramps/crosswalks. Bicycle racks will be provided adjacent to the building entrance.

Signs

There is an existing monument sign on the corner of Via Coconut Point and Via Monte Carlo Way. The Pattern Book also provides a conceptual design for wall signs that include the brand name and logo for the proposed hotel, "Home2 Suites by Hilton." A new monument sign is not being proposed as part of this amendment.

Flood Issues

The site does not fall within a Special Flood Hazard Area and is in the X Flood Zone per the most recent flood map.

Stormwater Management

The applicant is not proposing any changes to existing infrastructure, including stormwater management.

Transportation

The Traffic Analysis provided by the applicant, illustrates the following:

- Via Coconut Point is projected to operate at a Level of Service "C" with the addition of the project traffic. No roadway capacity improvements are required.
- No turn lanes will be warranted at the proposed site access connections along Via Monte Carlo Way and internal roadways within Coconut Point Mall.
- Primary access to this development will be provided via Monte Carlo Way.
- The proposed 111-room hotel would generate an average of 30 weekday P.M. peak hour trips.

Parking

Per Sec. 5-204 (Table 5-204.B.1) of the Land Development Code, hotel use requires 1 space per 1.2 guest rooms, resulting in a total of 93 required parking spaces for the proposed development.

A total of 116 on-site parking spaces will be provided as a part of this project. The proposed hotel site is within an existing parking lot in Coconut Point Mall. As a result of this development, 239 parking spaces that currently serve the mall will be removed, creating a net reduction of 123 spaces.

According to a Parking Demand Study provided by the applicant, the following findings were found:

- Development Area #2 of the Coconut Point MPD, which includes the subject area, currently has 5,888 spaces.
- The peak weekday parking demand of Development Area #2 is 5,490 spaces
- The total number of parking spaces in Development Area #2 of the Coconut Point MPD after the proposed hotel development is 5,765 spaces.
- There will be an excess of 275 available parking spaces during peak weekday demand.
- Weekend peak demand calculations were not included as part of this study.

While the overall parking provides "excess" spaces, it should be noted that the "Residences" appear to use this lot for additional parking which may create an operational issue.

Perimeter Buffers and Landscaping

There is an existing buffer along Via Monte Carlo Way, however, the applicant will revise the buffer to make it 25 feet wide and include additional plantings to screen the development from the right-of way. A 5-foot wide landscape buffer will be provided along the north and west sides of the development site. There is also an existing a 20-foot landscape buffer along via Coconut Point and all existing street trees and shrubs along the roadway frontage will be protected. Internal landscape islands with canopy trees and other plantings will be provided throughout the parking lot area and around the outdoor pool area. They are also proposing plantings along the median on Via Coconut Point, external to the site.

Utilities

Utilities will be provided by Bonita Springs Utilities. BSU will provide comments at time of development order/BSU application to construct.

Fire

Estero Fire Department indicated it would provide comments at time of development order.

Development of Regional Impact (DRI) Review

The applicant is also requesting amendments to the Coconut Point DRI in addition to the zoning amendment. Amendments are necessary to authorize the additional hotel units and the accompanying reduction in retail square footage. The Development of Regional Impact is applicable to all of Coconut Point, including the Simon property (shopping center) as well as North Village (Rapallo, Marketplace and Hertz) and South Village (Lee Health and other developments).

The proposed DRI amendments would update the Development Order to clarify some of the provisions that have already been completed over the years of the development of Coconut Point, and to increase the number of hotel rooms and decrease the retail square footage.

The DRI was originally approved by Lee County on October 21, 2002, and has been amended nine times since its original approval. DRIs no longer require State of Florida review and approval for amendments.

COMPREHENSIVE PLAN ANALYSIS

The project is in the Transitional Mixed Use Future Land Use category. The category is described below:

FLU-1.2.8 TRANSITIONAL MIXED USE
Transitional Mixed Use areas are characterized by primarily existing or emerging developments where the Village's largest and most intense commercial and multifamily residential developments are or will be concentrated, including some areas that currently have some degree of mixed use. Urban services are in place or readily expandable to support moderately intense levels of mixed commercial and residential development.

Staff Comment: A broad mix of uses is allowed within the Transitional Mixed Use Future Land Use area, subject to compatibility standards, including regional, community, and neighborhood scale commercial to foster the live/work/play mixed use lifestyle sought in this category.

Coconut Point MPD is an existing mixed use development with various retail stores, residential multi-family units, commercial office, health care, and three approved hotels. This 4-story hotel will be located in the back parking lot of the shopping area.

FLU-1.10.1 COMMERCIAL DEVELOPMENT FORM
To permit orderly and well-planned commercial development at appropriate locations, all applications for commercial development will be reviewed and evaluated as to their compatibility with adjacent and nearby uses.

Staff Comment: This policy includes a review of:

- Traffic and access impacts. The Traffic Impact Statement provided by the applicant indicates that Via Coconut Point will operate at a LOS C in the year 2026 both with and without the addition of the proposed project traffic. Based on this analysis, the proposed 4-story hotel development will not create a level of service issue. Hotels are typically "off-peak hour" traffic generators.

- Architectural and landscape design is reviewed through the provision of a Pattern Book. The most recent renderings appear to be consistent with the Coconut Point Design Review Guidelines.

- Site planning and interconnectivity are met by the provision of internal walkways and pedestrian connections to Via Coconut Point and to the Coconut Point shopping center.

- Adjacent land uses should not be negatively impacted by this proposal. The proposed

development is within an existing MPD which features a variety of uses including residential, retail, and other commercial uses. The line of sight diagram does not indicate any detrimental impact to the to the Brooks Community to the east across Via Coconut and the railroad ROW.

DEVIATIONS

The applicant requested two deviations from the Village of Estero Land Development Code:

Deviation 1 *requests to deviate from the Land Development Code (LDC) Section 5-408.C Open Space Standards, which requires a minimum of 30% open space, to allow 28% open space for this development.*

Staff Comment: Due to the lot size, configuration, and the required parking, the applicant requests a slight deviation from the 30% open space requirement to allow 28% open space. The applicant will install required plantings within the proposed parking area and landscape buffers. In addition, the applicant will also plant the median in front of the proposed development site along Via Coconut Point with a variety of trees and plantings.

Staff recommends approval of this deviation because the applicant is offering median landscaping.

Deviation 2 *requests to deviate from the Land Development Code (LDC) Section 3-706.C Intensity and Dimensional standards, which allows a maximum building height of 45 feet, to allow a maximum building height of 48 feet to the main parapet and 58 feet 6 inches to the top of the architectural tower element.*

Staff Comment: The proposed 4-story hotel measures 48 feet high to the main parapet and 58 feet 6 inches to the top of the architectural tower element. The adjacent residential multi-family building, The Residences at Coconut Point is 4-story building measuring 55 feet in height. The Brooks Shadow Wood community is approximately 500 feet away from the development site and the existing trees along the Railroad ROW east of the site are approximately 20 feet tall to block the view.

Staff recommends approval of this deviation.

CONCLUSION

Staff has proposed the following findings for the MPD Amendment if the Council wishes to approve the request:

1. The Planned Development Amendment as conditioned will be consistent with the goals, objectives, and policies of the Comprehensive Plan.

   Staff Comment: The proposed amendment is generally consistent with the Comprehensive Plan. The proposed hotel development will be located within an existing Mixed Use Planned Development, surrounded by a variety of residential, retail, and commercial uses.

2. The Planned Development Amendment as conditioned will not conflict with any portion of the Land Development Code.

Staff Comment: The proposed amendment is not in conflict with the LDC in general but does request two deviations from required standards.

3. The Planned Development Amendment will address a community need.

   Staff Comment: The proposed amendment is for a 111-room, 4-story hotel in an existing and developed Mixed Use Planned Development. Hotel use is permitted within the MPD, and this development will help diversify the uses in the center and promote pedestrian movement within the Coconut Point shopping center, emphasizing the "live/work/play" goal of the Transitional Mixed Use future land use designation of this site. The applicant has stated that there is a need for what they state are "all-suites" hotels in Estero.

4. The Planned Development Amendment as conditioned will be compatible with existing and planned uses surrounding the subject land.

   Staff Comment: The amendment, with the proposed conditions, will be compatible with the existing and planned uses in the surrounding area. The surrounding uses are mixed and include residential, retail, and other commercial uses.

5. The Planned Development Amendment will result in a logical and orderly development pattern.

   Staff Comment: The proposed amendment is to allow a commercial use in a partially unused parking lot within a commercial shopping center in an established MPD.

6. The Planned Development Amendment will not adversely affect the property values in the area.

   Staff Comment: The proposed amendment should not adversely affect the property values in the area.

7. The Planned Development Amendment will result in development that is adequately served by public facilities (roads, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities.)

   Staff Comment: The proposed project will be served by public facilities.

8. The Planned Development Amendment as conditioned will not result in significantly adverse impacts on the natural environment, including but not limited to water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

   Staff Comment: The proposed amendment will not adversely affect the natural environment as the parcel has already been cleared and is a parking lot.

9. The Planned Development Amendment is compatible with existing or planned uses in the surrounding area.

   Staff Comment: The proposed amendment with the staff recommended conditions will be compatible with the surrounding area.

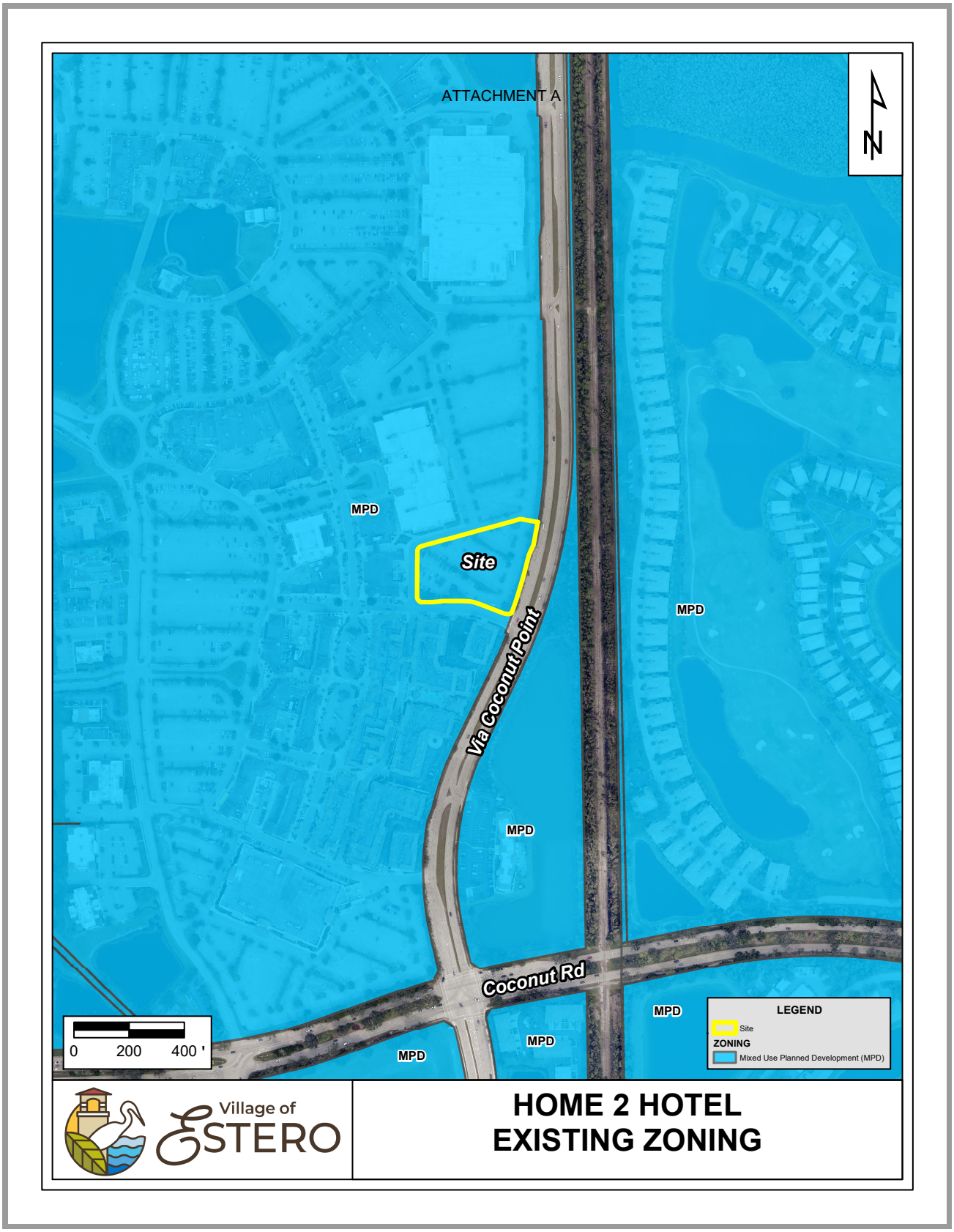
Staff has proposed the following findings for the Deviations:

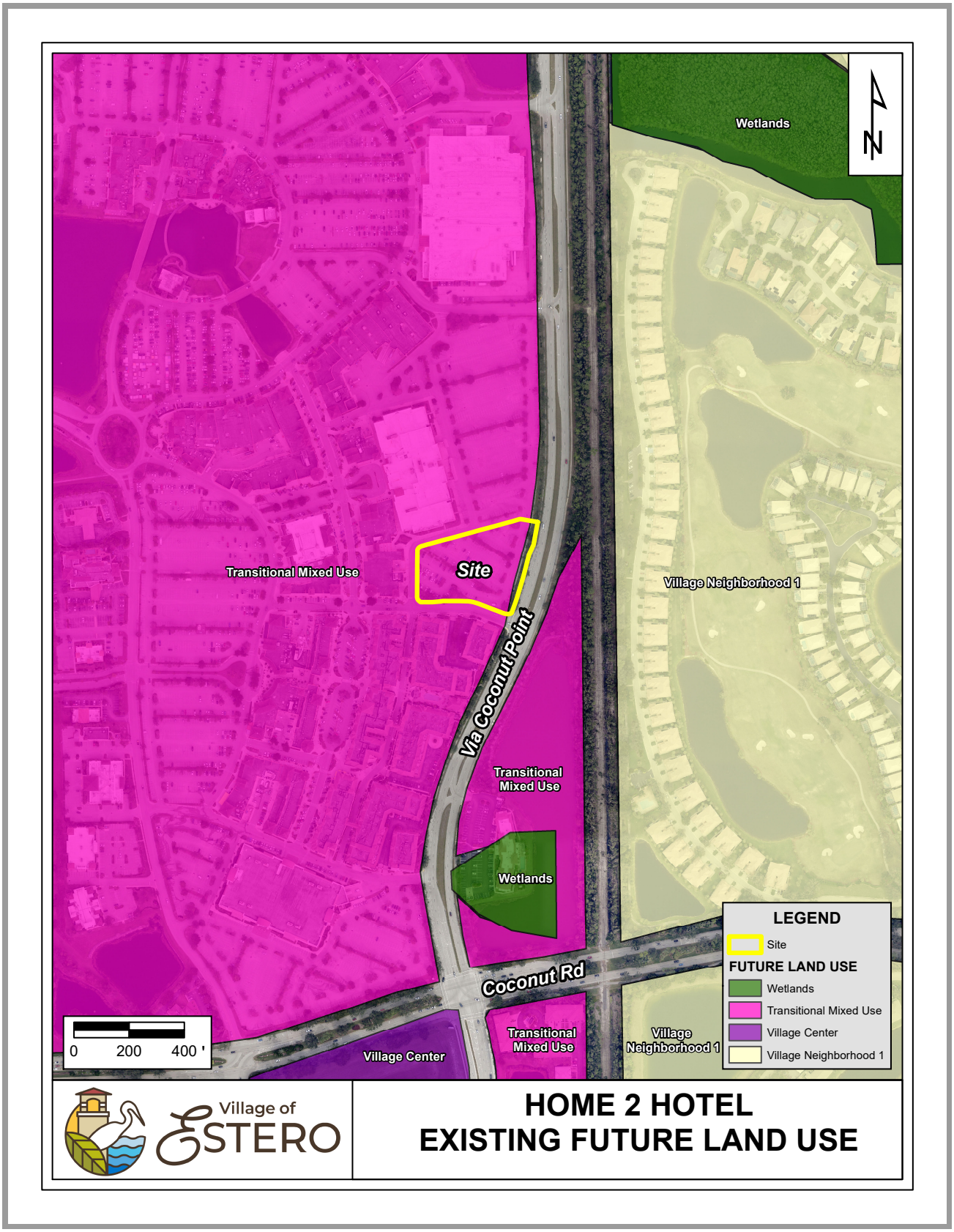
The proposed deviations for open space and building height will:

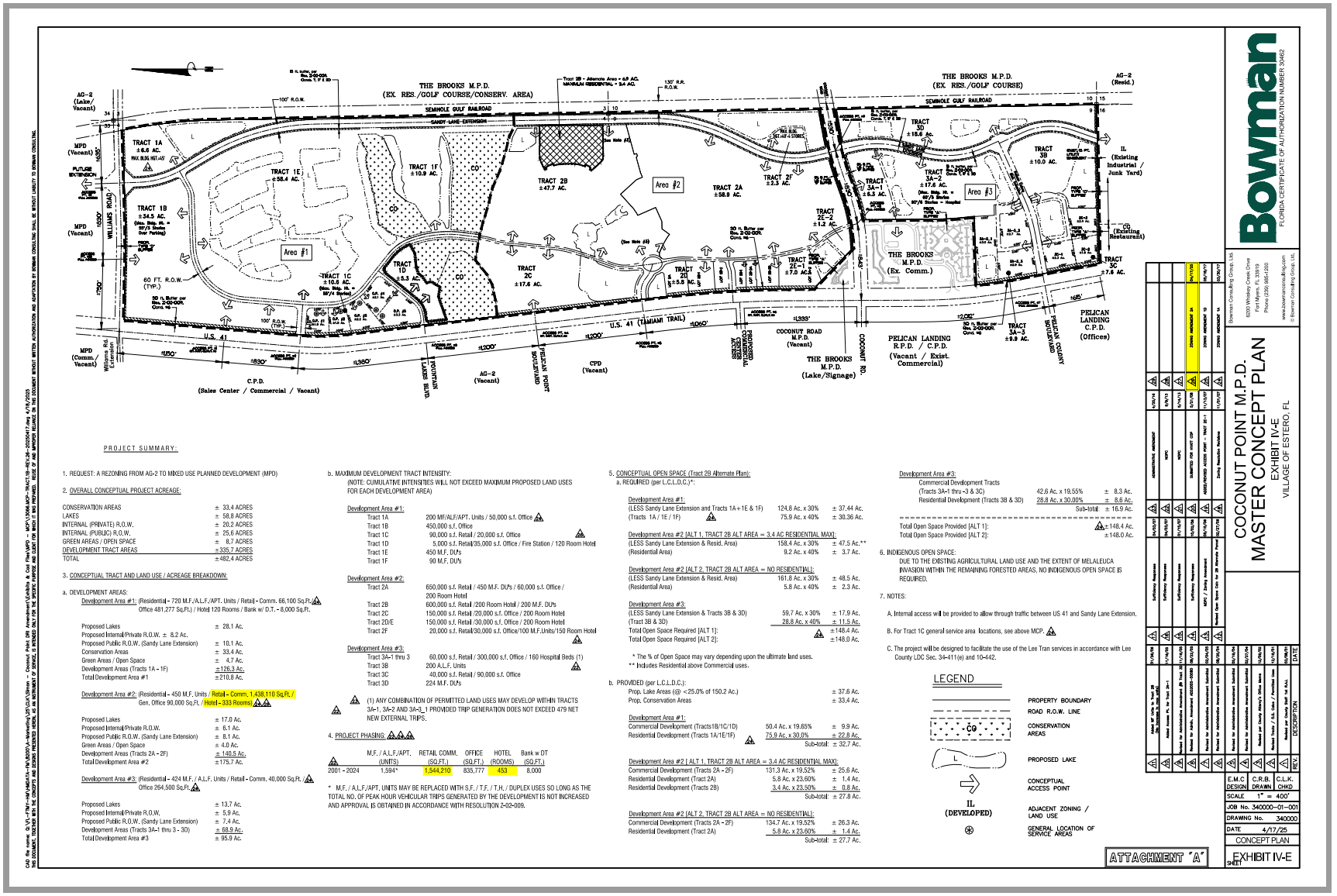
1. Off-set the minor open space reduction with landscaping in the median on Via Coconut.
2. Be similar to the height of the existing adjacent 4-story residential multi-family building.

ATTACHMENTS:

A. Maps – Zoning Map, and Future Land Use Map
B. Master Concept Plan
C. Zoning Conditions
D. Pattern Book
E. Applicant Information
   1) Public Information Meeting Summary
   2) Revised Traffic Memo Dated March 22, 2025
   3) Parking Demand Study
   4) Hotel Room Calculations


ATTACHMENT A
N
MPD
Site
MPD
Via Coconut Point
MPD
Coconut Rd
MPD
MPD
MPD
0 200 400 '
LEGEND
Site
ZONING
Mixed Use Planned Development (MPD)
Village of ESTERO
HOME 2 HOTEL
EXISTING ZONING


Wetlands
N
Transitional Mixed Use
Site
Village Neighborhood 1
Via Coconut Point
Transitional Mixed Use
Wetlands
Coconut Rd
Village Center
Transitional Mixed Use
Village Neighborhood 1
0 200 400 '
LEGEND
Site
FUTURE LAND USE
Wetlands
Transitional Mixed Use
Village Center
Village Neighborhood 1
Village of ESTERO
HOME 2 HOTEL
EXISTING FUTURE LAND USE



PROJECT SUMMARY:

1. REQUEST: A REZONING FROM AG-2 TO MIXED USE PLANNED DEVELOPMENT (MPD)

2. OVERALL CONCEPTUAL PROJECT ACREAGE:

CONSERVATION AREAS	± 33.4 ACRES
LAKES	± 58.8 ACRES
INTERNAL (PRIVATE) R.O.W.	± 26.2 ACRES
INTERNAL (PUBLIC) R.O.W.	± 25.6 ACRES
GREEN AREAS / OPEN SPACE	± 8.7 ACRES
DEVELOPMENT TRACT AREAS	±335.7 ACRES
TOTAL	±482.4 ACRES

3. CONCEPTUAL TRACT AND LAND USE / ACREAGE BREAKDOWN:

a. DEVELOPMENT AREAS:

Development Area #1: (Residential - 720 M.F./A.L.F./APT. Units / Retail - Comm. 66,100 Sq.Ft. / Office 481,277 Sq.Ft.) / Hotel 120 Rooms / Bank w/ D.T. - 8,000 Sq.Ft.

Proposed Lakes	± 28.1 Ac.
Proposed Internal/Private R.O.W.	± 8.2 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 10.1 Ac.
Conservation Areas	± 33.4 Ac.
Green Areas / Open Space	± 4.7 Ac.
Development Areas (Tracts 1A - 1F)	±126.3 Ac.
Total Development Area #1	±210.8 Ac.

Development Area #2: (Residential - 450 M.F. Units / Retail - Comm. 1,438,110 Sq.Ft. / Gen. Office 90,000 Sq.Ft. / Hotel - 333 Rooms)

Proposed Lakes	± 17.0 Ac.
Proposed Internal/Private R.O.W.	± 6.1 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 8.1 Ac.
Green Areas / Open Space	± 4.0 Ac.
Development Areas (Tracts 2A - 2F)	± 140.5 Ac.
Total Development Area #2	±175.7 Ac.

Development Area #3: (Residential - 424 M.F. / A.L.F. Units / Retail - Comm. 40,000 Sq.Ft. / Office 264,500 Sq.Ft.)

Proposed Lakes	± 13.7 Ac.
Proposed Internal/Private R.O.W.	± 5.9 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 7.4 Ac.
Development Areas (Tracts 3A-1 thru 3 - 3D)	± 68.9 Ac.
Total Development Area #3	± 95.9 Ac.

b. MAXIMUM DEVELOPMENT TRACT INTENSITY:
(NOTE: CUMULATIVE INTENSITIES WILL NOT EXCEED MAXIMUM PROPOSED LAND USES FOR EACH DEVELOPMENT AREA)

Development Area #1:

Tract 1A	200 MF/ALF/APT. Units / 50,000 s.f. Office
Tract 1B	450,000 s.f. Office
Tract 1C	90,000 s.f. Retail / 20,000 s.f. Office
Tract 1D	5,000 s.f. Retail/35,000 s.f. Office / Fire Station / 120 Room Hotel
Tract 1E	450 M.F. DU's
Tract 1F	90 M.F. DU's

Development Area #2:

Tract 2A	650,000 s.f. Retail / 450 M.F. DU's / 60,000 s.f. Office / 200 Room Hotel
Tract 2B	600,000 s.f. Retail /200 Room Hotel / 200 M.F. DU's
Tract 2C	150,000 s.f. Retail /20,000 s.f. Office / 200 Room Hotel
Tract 2D/E	150,000 s.f. Retail /30,000 s.f. Office / 200 Room Hotel
Tract 2F	20,000 s.f. Retail/30,000 s.f. Office/100 M.F.Units/150 Room Hotel

Development Area #3:

Tract 3A-1 thru 3	60,000 s.f. Retail / 300,000 s.f. Office / 160 Hospital Beds (1)
Tract 3B	200 A.L.F. Units
Tract 3C	40,000 s.f. Retail / 90,000 s.f. Office
Tract 3D	224 M.F. DU's

(1) ANY COMBINATION OF PERMITTED LAND USES MAY DEVELOP WITHIN TRACTS 3A-1, 3A-2 AND 3A-3_1 PROVIDED TRIP GENERATION DOES NOT EXCEED 479 NET NEW EXTERNAL TRIPS.

4. PROJECT PHASING:

	M.F. / A.L.F./APT. (UNITS)	RETAIL COMM. (SQ.FT.)	OFFICE (SQ.FT.)	HOTEL (ROOMS)	Bank w DT (SQ.FT.)
2001 - 2024	1,594*	1,544,210	835,777	453	8,000

* M.F. / A.L.F./APT. UNITS MAY BE REPLACED WITH S.F. / T.F. / T.H. / DUPLEX USES SO LONG AS THE TOTAL NO. OF PEAK HOUR VEHICULAR TRIPS GENERATED BY THE DEVELOPMENT IS NOT INCREASED AND APPROVAL IS OBTAINED IN ACCORDANCE WITH RESOLUTION Z-02-009.

5. CONCEPTUAL OPEN SPACE (Tract 2B Alternate Plan):

a. REQUIRED (per L.C.L.D.C.)*:

Development Area #1:

(LESS Sandy Lane Extension and Tracts 1A+1E & 1F)	124.8 Ac. x 30%	± 37.44 Ac.
(Tracts 1A / 1E / 1F)	75.9 Ac. x 40%	± 30.36 Ac.

Development Area #2 [ALT 1, TRACT 2B ALT AREA = 3.4 AC RESIDENTIAL MAX]:

(LESS Sandy Lane Extension & Resid. Area)	158.4 Ac. x 30%	± 47.5 Ac.**
(Residential Area)	9.2 Ac. x 40%	± 3.7 Ac.

Development Area #2 [ALT 2, TRACT 2B ALT AREA = NO RESIDENTIAL]:

(LESS Sandy Lane Extension & Resid. Area)	161.8 Ac. x 30%	± 48.5 Ac.
(Residential Area)	5.8 Ac. x 40%	± 2.3 Ac.

Development Area #3:

(LESS Sandy Lane Extension & Tracts 3B & 3D)	59.7 Ac. x 30%	± 17.9 Ac.
(Tract 3B & 3D)	28.8 Ac. x 40%	± 11.5 Ac.
Total Open Space Required [ALT 1]:		±148.4 Ac.
Total Open Space Required [ALT 2]:		±148.0 Ac.

* The % of Open Space may vary depending upon the ultimate land uses.
** Includes Residential above Commercial uses.

b. PROVIDED (per L.C.L.D.C.):

Prop. Lake Areas (@ <25.0% of 150.2 Ac.)		± 37.6 Ac.
Prop. Conservation Areas		± 33.4 Ac.

Development Area #1:

Commercial Development (Tracts1B/1C/1D)	50.4 Ac. x 19.65%	± 9.9 Ac.
Residential Development (Tracts 1A/1E/1F)	75.9 Ac. x 30.0%	± 22.8 Ac.
	Sub-total:	± 32.7 Ac.

Development Area #2 [ALT 1, TRACT 2B ALT AREA = 3.4 AC RESIDENTIAL MAX]:

Commercial Development (Tracts 2A - 2F)	131.3 Ac. x 19.52%	± 25.6 Ac.
Residential Development (Tract 2A)	5.8 Ac. x 23.60%	± 1.4 Ac.
Residential Development (Tracts 2B)	3.4 Ac. x 23.50%	± 0.8 Ac.
	Sub-total:	± 27.8 Ac.

Development Area #2 [ALT 2, TRACT 2B ALT AREA = NO RESIDENTIAL]:

Commercial Development (Tracts 2A - 2F)	134.7 Ac. x 19.52%	± 26.3 Ac.
Residential Development (Tract 2A)	5.8 Ac. x 23.60%	± 1.4 Ac.
	Sub-total:	± 27.7 Ac.

Development Area #3:

Commercial Development Tracts (Tracts 3A-1 thru -3 & 3C)	42.6 Ac. x 19.55%	± 8.3 Ac.
Residential Development (Tracts 3B & 3D)	28.8 Ac. x 30.00%	± 8.6 Ac.
	Sub-total	± 16.9 Ac.

Total Open Space Provided [ALT 1]:	±148.4 Ac.
Total Open Space Provided [ALT 2]:	±148.0 Ac.

6. INDIGENOUS OPEN SPACE:
DUE TO THE EXISTING AGRICULTURAL LAND USE AND THE EXTENT OF MELALEUCA INVASION WITHIN THE REMAINING FORESTED AREAS, NO INDIGENOUS OPEN SPACE IS REQUIRED.

7. NOTES:

A. Internal access will be provided to allow through traffic between US 41 and Sandy Lane Extension.

B. For Tract 1C general service area locations, see above MCP.

C. The project will be designed to facilitate the use of the Lee Tran services in accordance with Lee County LDC Sec. 34-411(e) and 10-442.

LEGEND

- PROPERTY BOUNDARY
- ROAD R.O.W. LINE
- CO — CONSERVATION AREAS
- L — PROPOSED LAKE
- CONCEPTUAL ACCESS POINT
- IL (DEVELOPED) — ADJACENT ZONING / LAND USE
- GENERAL LOCATION OF SERVICE AREAS

ATTACHMENT "A"

Bowman
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 30462

Bowman Consulting Group, Ltd.
9053 Whiskey Creek Drive
Fort Myers, FL 33919
Phone (239) 985-1200
www.bowmanconsulting.com
a Bowman Consulting Group Ltd. Company

COCONUT POINT M.P.D.
MASTER CONCEPT PLAN
EXHIBIT IV-E
VILLAGE OF ESTERO, FL

E.M.C DESIGN	C.R.B. DRAWN	C.L.K. CHKD
SCALE	1" = 400'	
JOB No.	340000-01-001	
DRAWING No.	340000	
DATE	4/17/25	
CONCEPT PLAN		
SHEET	EXHIBIT IV-E	

ATTACHMENT C

Home2 Suites at Coconut Point MPD

Zoning Conditions

DCI2024-E005

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1. The previous approvals contained in Resolution Z-02-009, including conditions and deviations, remain in effect except as modified by the conditions in this approval.

2. Master Concept Plan

   Development of this project must be consistent with the Master Concept Plan (MCP) titled "Master Concept Plan" stamped "Received October 23, 2024."

3. Development Parameters and Uses

   Development is permitted at a maximum as follows:

   Hotel – 111 Rooms

   Consumption on premises for hotel, per state liquor license

4. Maximum Building Height and Property Development Regulations

   Height: 48 feet to the main parapet and 58 feet 6 inches to the top of the architectural tower element, see Deviation 2.

   Minimum Building Setbacks:

   Front: 30 feet
   Side (East): 30 feet
   Side (West): 20 feet
   Rear: 30 feet

   Open Space Requirements: 28% minimum, see Deviation 1.

5. No Blasting

   No development blasting is permitted as part of this project.

6. Utilities

   This development must connect to water and sanitary sewer service at time of development order. Underground electric utilities will be provided per the Land Development Code.

7. Pattern Book

The development must be consistent with the Pattern Book "Home2 Suites At Coconut Point Supplemental Pattern Book" stamped "Received January 16, 2025."

8. Construction

Construction of buildings will be of concrete block, not wood frame.

9. Buffers

As part of local development order approval, the development order plans must demonstrate buffering consistent with the Master Concept Plan, the Land Development Code, and the Pattern Book. As part of local development order approval, all required buffer planting must be 100% native vegetation.

10. Via Coconut Point Median Landscaping

The applicant will coordinate with Village of Estero staff to provide landscaping in the median east of this property. The specific plantings will be determined at the time of development order.

11. Concurrency

Approval of this rezoning does not constitute a finding that the proposed project meets the mandatory concurrency requirements set forth in the Land Development Code and the Comprehensive Plan. The developer is required to demonstrate compliance with all mandatory concurrency requirements prior to issuance of a local development order.

12. Lighting

Lighting will be reviewed at the time of development order.

13. Radio Enhancement

The owner or owner's representative shall conduct an assessment model at the time of development order to determine if the minimum radio signal's strength for the fire department communication is in compliance with NFPA1:11.10, NFPA 1221:11.3.9, standards for inbound and outbound signal strength and quality. If minimum signal strength is not available, the applicant shall install radio enhancement in the building.

14. Hurricane Preparedness

A Hurricane Preparedness Plan or mitigation will be required at time of development order per Land Development Code, Sections 7-504 and 7-505.

15. Re-Plat

Prior to a development order for the hotel being issued, a re-plat of the subject property

must be submitted, reviewed, and approved.

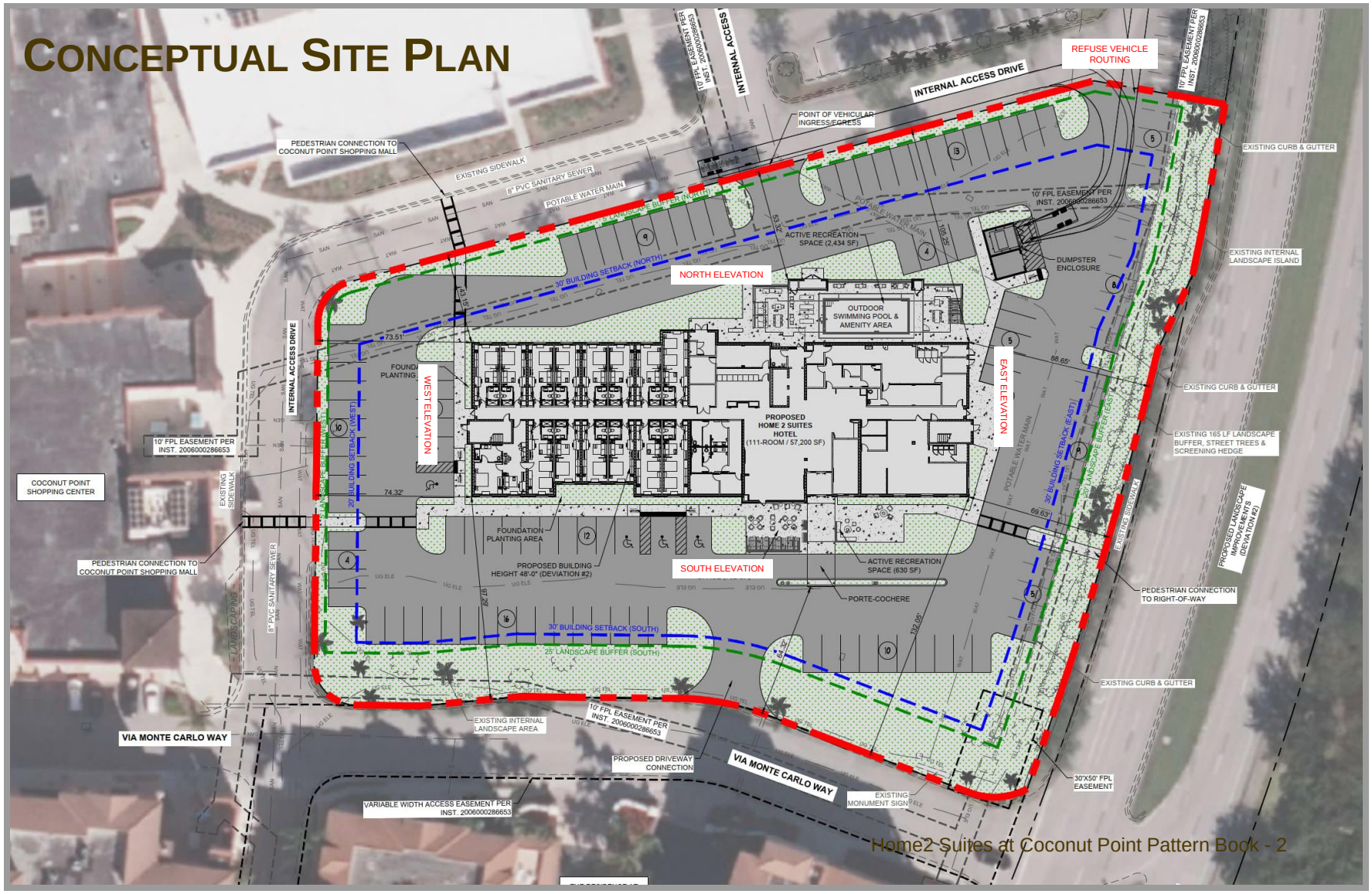
16. Land Development Code (LDC)

Where the Village LDC is referenced in these conditions of approval for implementation of the condition at the time of development order issuance, the LDC in effect at the time of the local development order shall be applicable.

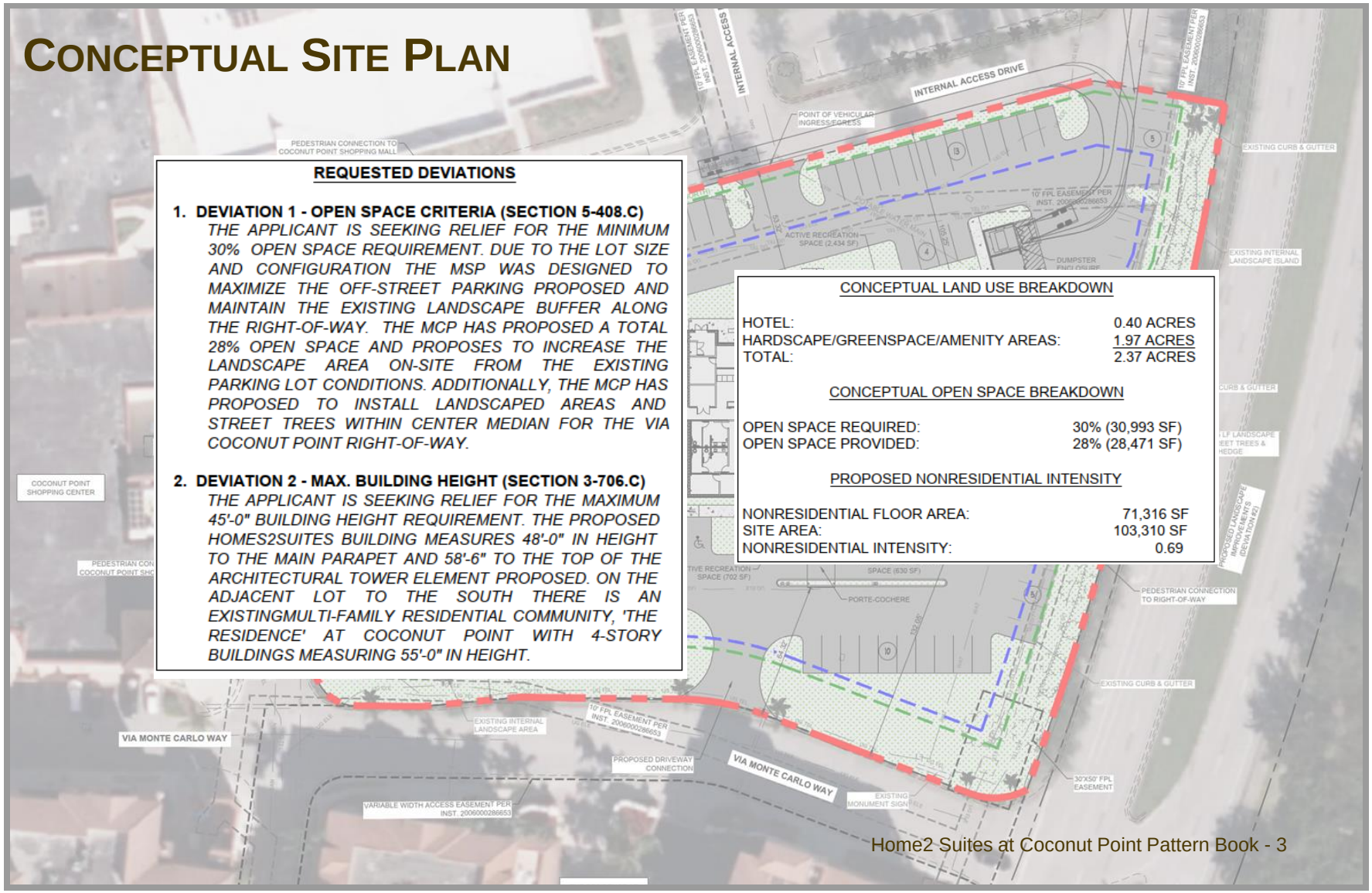
ATTACHMENT D

HOME2 SUITES AT COCONUT POINT
SUPPLEMENTAL PATTERN BOOK




CONCEPTUAL SITE PLAN
REFUSE VEHICLE ROUTING
INTERNAL ACCESS DRIVE
POINT OF VEHICULAR INGRESS/EGRESS
PEDESTRIAN CONNECTION TO COCONUT POINT SHOPPING MALL
EXISTING SIDEWALK
8" PVC SANITARY SEWER
POTABLE WATER MAIN
10' FPL EASEMENT PER INST. 2006000286653
EXISTING CURB & GUTTER
ACTIVE RECREATION SPACE (2,434 SF)
DUMPSTER ENCLOSURE
EXISTING INTERNAL LANDSCAPE ISLAND
30' BUILDING SETBACK (NORTH)
NORTH ELEVATION
OUTDOOR SWIMMING POOL & AMENITY AREA
WEST ELEVATION
EAST ELEVATION
PROPOSED HOME 2 SUITES HOTEL (111-ROOM / 57,200 SF)
20' BUILDING SETBACK (WEST)
30' BUILDING SETBACK (EAST)
EXISTING 165 LF LANDSCAPE BUFFER, STREET TREES & SCREENING HEDGE
COCONUT POINT SHOPPING CENTER
FOUNDATION PLANTING AREA
PROPOSED BUILDING HEIGHT 48'-0" (DEVIATION #2)
SOUTH ELEVATION
ACTIVE RECREATION SPACE (630 SF)
PORTE-COCHERE
PROPOSED LANDSCAPE IMPROVEMENTS (DEVIATION #3)
PEDESTRIAN CONNECTION TO RIGHT-OF-WAY
30' BUILDING SETBACK (SOUTH)
25' LANDSCAPE BUFFER (SOUTH)
EXISTING INTERNAL LANDSCAPE AREA
PROPOSED DRIVEWAY CONNECTION
VIA MONTE CARLO WAY
VARIABLE WIDTH ACCESS EASEMENT PER INST. 2006000286653
EXISTING MONUMENT SIGN
30'X50' FPL EASEMENT
Home2 Suites at Coconut Point Pattern Book - 2

CONCEPTUAL SITE PLAN



REQUESTED DEVIATIONS

1. **DEVIATION 1 - OPEN SPACE CRITERIA (SECTION 5-408.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MINIMUM 30% OPEN SPACE REQUIREMENT. DUE TO THE LOT SIZE AND CONFIGURATION THE MSP WAS DESIGNED TO MAXIMIZE THE OFF-STREET PARKING PROPOSED AND MAINTAIN THE EXISTING LANDSCAPE BUFFER ALONG THE RIGHT-OF-WAY. THE MCP HAS PROPOSED A TOTAL 28% OPEN SPACE AND PROPOSES TO INCREASE THE LANDSCAPE AREA ON-SITE FROM THE EXISTING PARKING LOT CONDITIONS. ADDITIONALLY, THE MCP HAS PROPOSED TO INSTALL LANDSCAPED AREAS AND STREET TREES WITHIN CENTER MEDIAN FOR THE VIA COCONUT POINT RIGHT-OF-WAY.

2. **DEVIATION 2 - MAX. BUILDING HEIGHT (SECTION 3-706.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MAXIMUM 45'-0" BUILDING HEIGHT REQUIREMENT. THE PROPOSED HOMES2SUITES BUILDING MEASURES 48'-0" IN HEIGHT TO THE MAIN PARAPET AND 58'-6" TO THE TOP OF THE ARCHITECTURAL TOWER ELEMENT PROPOSED. ON THE ADJACENT LOT TO THE SOUTH THERE IS AN EXISTINGMULTI-FAMILY RESIDENTIAL COMMUNITY, 'THE RESIDENCE' AT COCONUT POINT WITH 4-STORY BUILDINGS MEASURING 55'-0" IN HEIGHT.

CONCEPTUAL LAND USE BREAKDOWN

HOTEL:	0.40 ACRES
HARDSCAPE/GREENSPACE/AMENITY AREAS:	1.97 ACRES
TOTAL:	2.37 ACRES

CONCEPTUAL OPEN SPACE BREAKDOWN

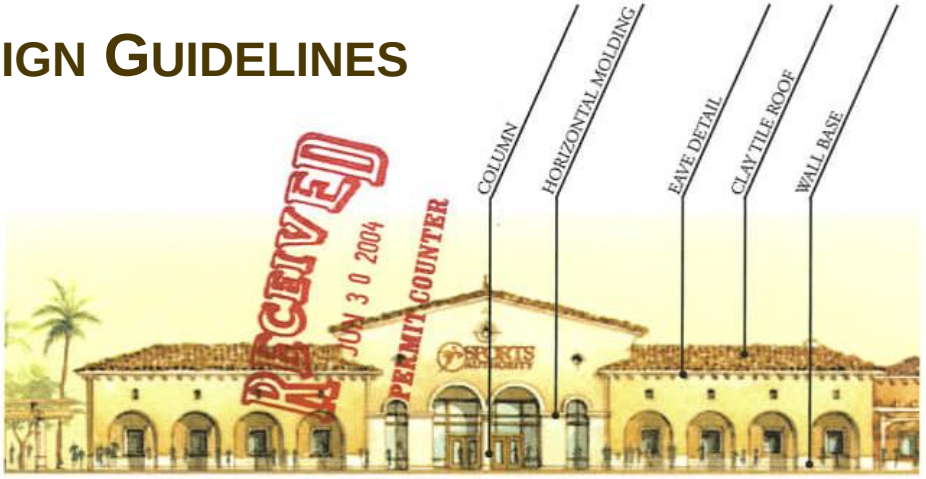
OPEN SPACE REQUIRED:	30% (30,993 SF)
OPEN SPACE PROVIDED:	28% (28,471 SF)

PROPOSED NONRESIDENTIAL INTENSITY

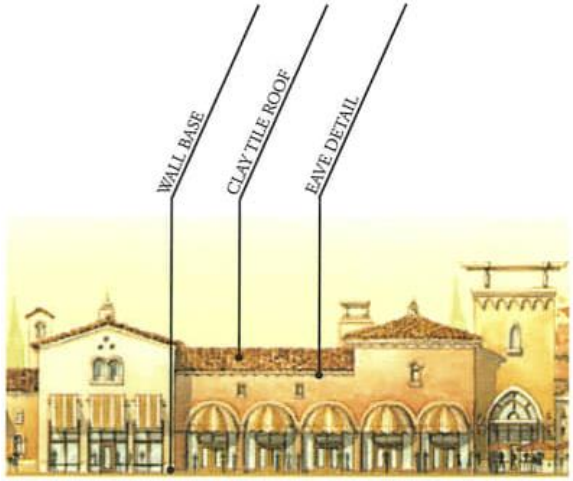
NONRESIDENTIAL FLOOR AREA:	71,316 SF
SITE AREA:	103,310 SF
NONRESIDENTIAL INTENSITY:	0.69

Home2 Suites at Coconut Point Pattern Book - 3

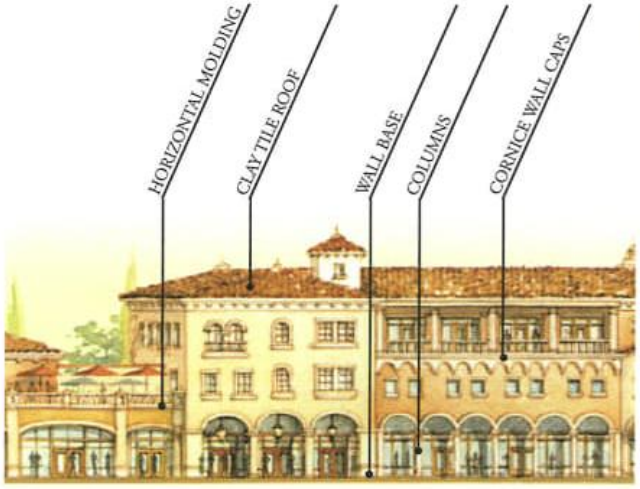
COCONUT POINT DESIGN GUIDELINES



Elevation - Type A2



Elevation - Type A3



Elevation - Type A4

JUNE 14, 2004

Home2 Suites at Coconut Point Pattern Book - 4

EXISTING SITE PHOTOGRAPHS








FRONT
HOME2
Home2 Suites at Coconut Point Pattern Book - 6


FRONT
Home2 Suites at Coconut Point Pattern Book - 7


FRONT ENTRY
Home2 Suites at Coconut Point Pattern Book - 8


REAR
Home2 Suites at Coconut Point Pattern Book - 9


REAR
HOME2
Home2 Suites at Coconut Point Pattern Book - 10


REAR ENTRY
Home2 Suites at Coconut Point Pattern Book - 11

NORTH AND SOUTH ELEVATIONS



NORTH BUILDING ELEVATION (REAR)
SCALE: 1/8" = 1'-0"



SOUTH BUILDING ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

Home2 Suites at Coconut Point Pattern Book - 12

EAST AND WEST ELEVATIONS



EAST BUILDING ELEVATION (RIGHT)
SCALE: 1/8" = 1'-0"



WEST BUILDING ELEVATION (LEFT)
SCALE: 1/8" = 1'-0"

s1
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 6178 - CLARY SAGE

s2
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIMESTONE FINISH
COLOR TO MATCH:
SW 7035 - AESTHETIC WHITE

s3
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 9025 - CORIANDER POWDER

s4
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 7534 - OUTERBANKS

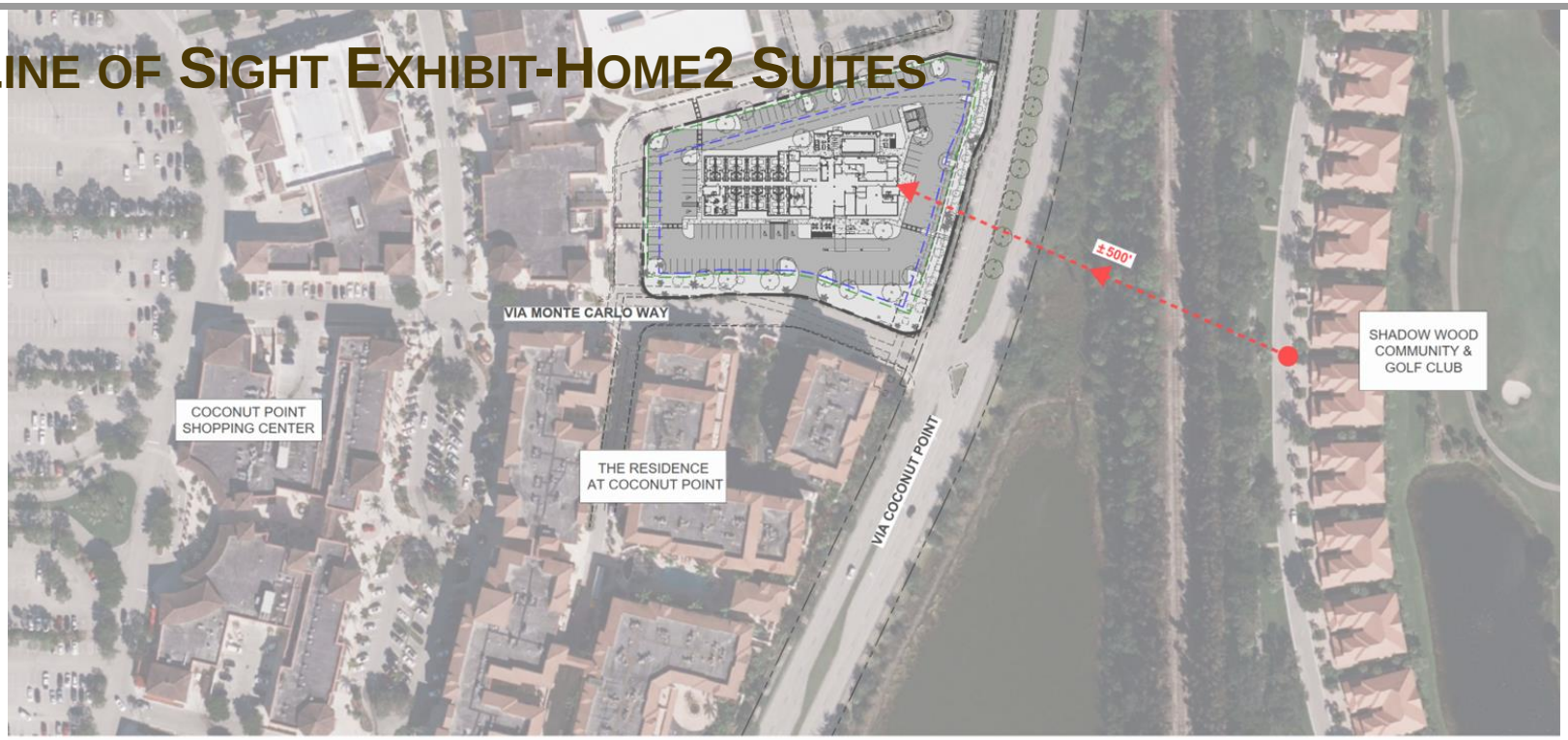
s5
EXTERIOR STUCCO SYSTEM
TEXTURE:
LARGE FORMAT STONE
COLOR TO MATCH:
VARIED COLOR TO MATCH
SW 7534 & SW7035

s6
EXTERIOR STUCCO SYSTEM
TEXTURE:
LARGE FORMAT CORAL STONE
COLOR TO MATCH:
COLOR TO MATCH
SW 7534

s7
CEMETITIOUS BARREL TILE ROOFING
COLOR TO MATCH:
ADOBE

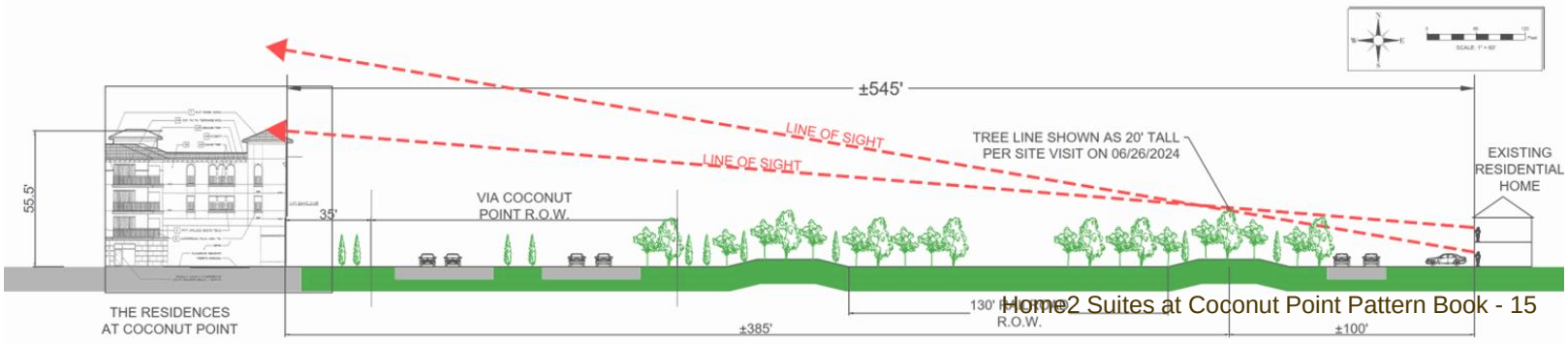
Home2 Suites at Coconut Point Pattern Book - 13

LINE OF SIGHT EXHIBIT-HOME2 SUITES

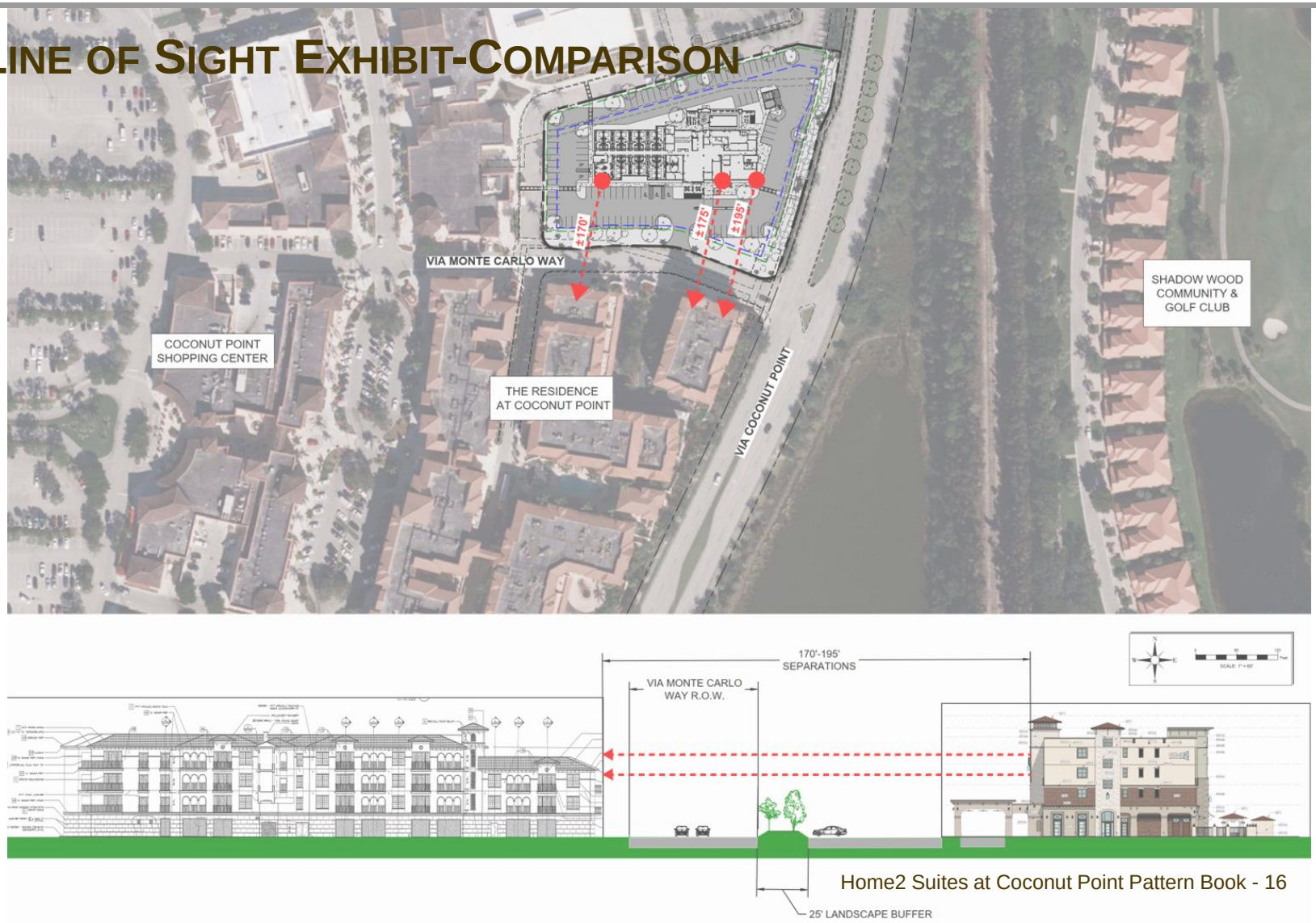


LINE OF SIGHT EXHIBIT-EXISTING



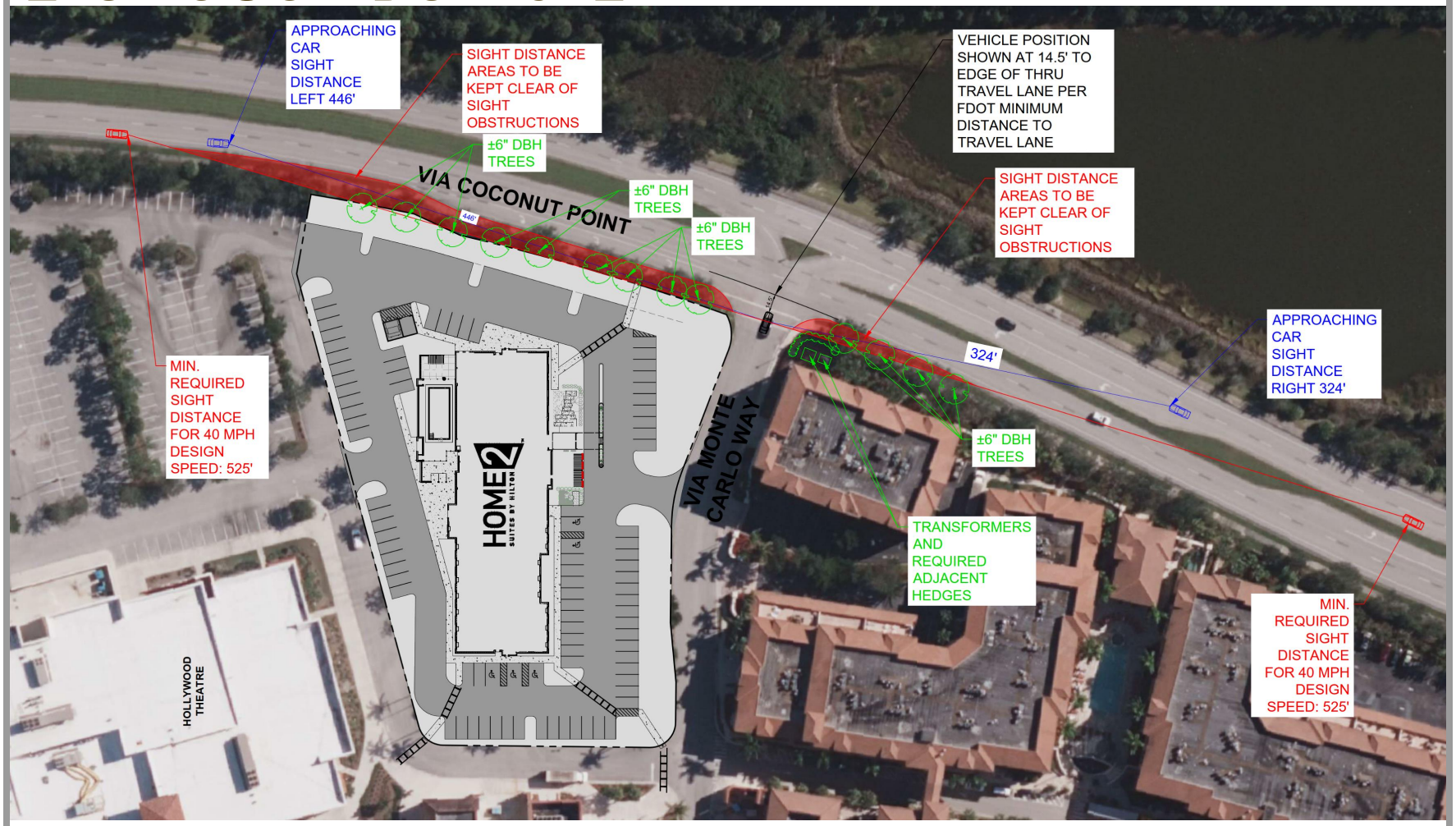


LINE OF SIGHT EXHIBIT-COMPARISON



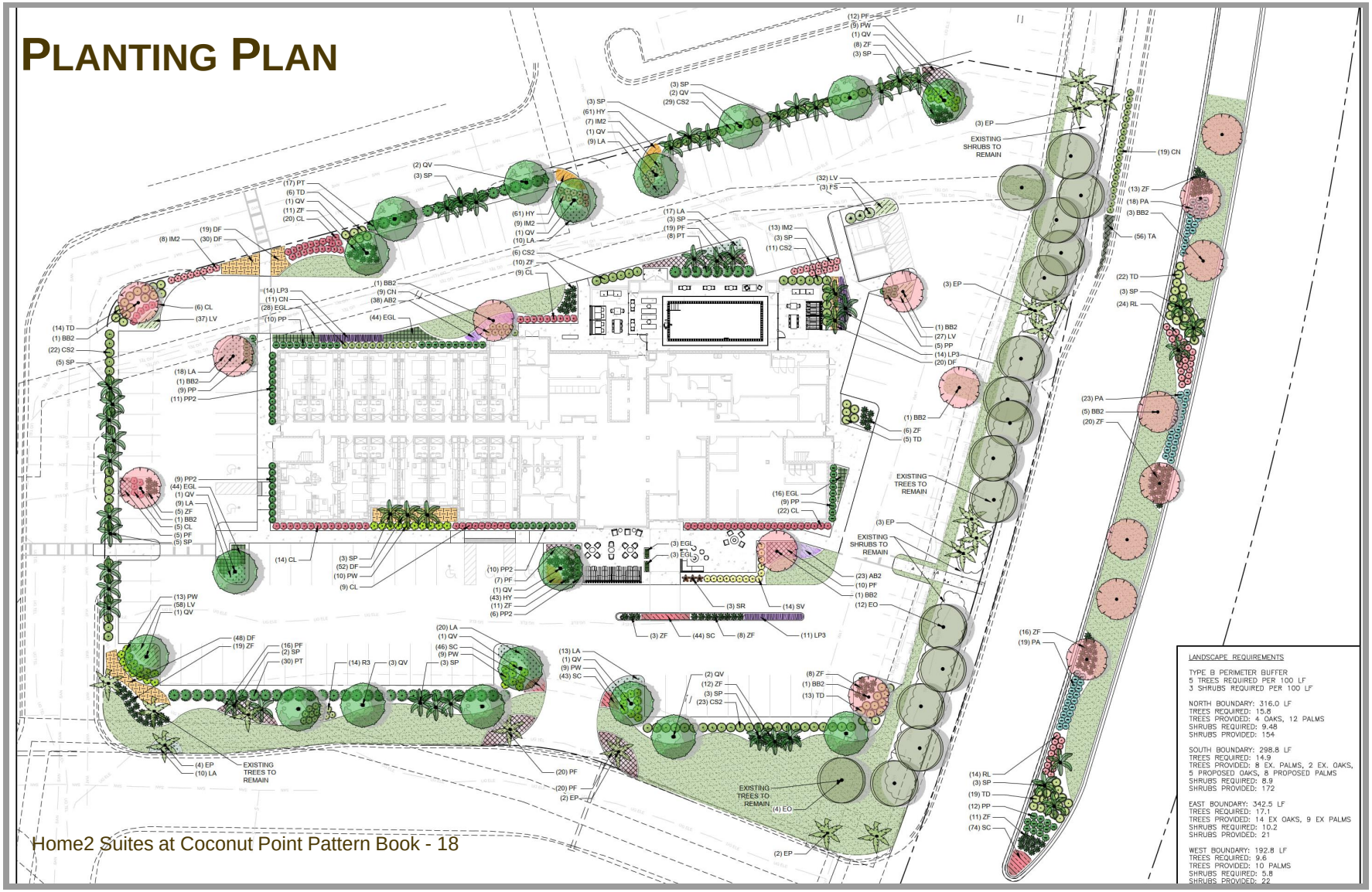
Home2 Suites at Coconut Point Pattern Book - 16

EXISTING SIGHT DISTANCE EXHIBIT



Home2 Suites at Coconut Point Pattern Book - 17

PLANTING PLAN



Home2 Suites at Coconut Point Pattern Book - 18

PLANTING SCHEDULES

PLANT SCHEDULE COCONUT POINT HOTEL

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
TREES								
	BB2	8	DELONIX REGIA	ROYAL POINCIANA	B&B OR CONT	3"CAL	12-14` HT	FULL HEAD, SPECIMEN QUALITY, MIN. 12' CLEAR TRUNK
	EO	17	EXISTING OAK	EXISTING OAK	N/A			EXISTING OAK TO REMAIN
	EP	17	EXISTING PALM	EXISTING PALM	N/A			EXISTING PALM TO REMAIN
	QV	18	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B&B OR CONT	3"CAL	12`-14`	FULL HEAD, SPECIMEN QUALITY, MIN. 6' CLEAR TRUNK
	SP	39	SABAL PALMETTO	SABAL PALM	FG		14-16` H	CLEAR-TRUNK HEIGHT NOTED

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	SPACING	REMARKS
SHRUBS								
	CL	85	CALLISTEMON CITRINUS `LITTLE JOHN`	LITTLE JOHN DWARF BOTTLEBRUSH	N/A	24" MIN.	36" o.c.	FULL FORM
	CN	20	CLUSIA GLUTTIFERA 'NANA'	DWARF CLUSIA	3 GAL		36" o.c.	FULL FORM
	CS2	91	CLUSIA GUTTIFERA	CLUSIA	N/A	36" MIN.	48" o.c.	FULL FORM
	FS	3	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	N/A	24" MIN.	54" o.c.	FULL FORM
	IM2	37	IXORA COCCINEA 'NORA GRANT'	NORA GRANT IXORA	N/A	24" MIN.	36" o.c.	FULL FORM
	PT	55	PITTOSPORUM TOBIRA	PITTOSPORUM	N/A	36" MIN.	60" o.c.	FULL FORM
	PW	50	PITTOSPORUM TOBIRA `WHEELERS DWARF`	WHEELER`S DWARF PITTOSPORUM	N/A	18"	42" o.c.	FULL FORM
	PP	43	PODOCARPUS MACROPHYLLUS `PRINGLES`	PRINGLES DWARF PODOCARPUS	N/A	24" MIN.	36" o.c.	FULL FORM
	PP2	36	PODOCARPUS MACROPHYLLUS MAKI	SHRUBBY YEW PODOCARPUS	15 GAL	48"	36" o.c.	FULL FORM
	R3	14	ROSA HYBRID 'MEIZORLAND'	WHITE DRIFT ROSE	N/A	24" MIN.	36" o.c.	FULL FORM
	SV	14	SCHEFFLERA ARBORICOLA 'VARIEGATA'	DWARF VARIEGATED SCHEFFLERA	N/A	24" MIN.	36" o.c.	FULL FORM
	SR	3	STRELITZIA REGINAE	BIRD OF PARADISE	N/A	24" MIN.	36" o.c.	FULL FORM
	TD	38	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	N/A	24" MIN.	48" o.c.	FULL FORM
	ZF	101	ZAMIA FLORIDANA	COONTIE PALM	N/A	12" MIN.	36" o.c.	FULL FORM
SHRUB AREAS								
	DF	169	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	N/A	24" MIN.	24" o.c.	FULL FORM
	PF	109	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	N/A	24" MIN.	36" o.c.	FULL FORM
GROUND COVERS								
	AB2	61	AGAPANTHUS AFRICANUS `BLUE`	BLUE LILY OF THE NILE	1 GAL		18" o.c.	FULL FORM
	HY	165	HEMEROCALLIS 'WF-479'	EVERGREEN STELLA DAYLILY	1 GAL		12" o.c.	FULL FORM
	LP3	39	LANTANA MONTEVIDENSIS	PURPLE TRAILING LANTANA	4"POT		30" o.c.	FULL FORM
	LA	106	LANTANA MONTEVIDENSIS 'ALBA'	WHITE TRAILING LANTANA	4"POT		30" o.c.	FULL FORM
	LV	154	LIRIOPE MUSCARI	LIRIOPE	1 GAL		15" o.c.	FULL FORM
	EGL	138	LIRIOPE MUSCARI `EVERGREEN GIANT`	EVERGREEN GIANT LIRIOPE	1 GAL		18" o.c.	FULL FORM
	SC	133	SEASONAL COLOR		4"POT		12" o.c.	
SOD/SEED								
	SOD	9,524 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD			

PLANT SCHEDULE MEDIAN

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
TREES								
	BB2	8	DELONIX REGIA	ROYAL POINCIANA	B&B OR CONT	3"CAL	12-14` HT	FULL HEAD, SPECIMEN QUALITY, MIN. 12' CLEAR TRUNK
	SP	6	SABAL PALMETTO	SABAL PALM	FG		14-16` H	CLEAR-TRUNK HEIGHT NOTED

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	SPACING	REMARKS
SHRUBS								
	CN	19	CLUSIA GLUTTIFERA 'NANA'	DWARF CLUSIA	3 GAL		36" o.c.	FULL FORM
	PA	60	PLUMBAGO AURICULATA	BLUE PLUMBAGO	N/A	24" MIN.	36" o.c.	FULL FORM
	PP	12	PODOCARPUS MACROPHYLLUS `PRINGLES`	PRINGLES DWARF PODOCARPUS	N/A	24" MIN.	36" o.c.	FULL FORM
	RL	38	RONDELETIA LEUCOPHYLLA	PANAMA ROSE	3 GAL		36" o.c.	FULL FORM
	TD	41	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	N/A	24" MIN.	48" o.c.	FULL FORM
	ZF	60	ZAMIA FLORIDANA	COONTIE PALM	N/A	12" MIN.	36" o.c.	FULL FORM
GROUND COVERS								
	SC	74	SEASONAL COLOR		4"POT		12" o.c.	
	TA	56	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	4"POT@		12" o.c.	
SOD/SEED								
	SOD	3,727 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD			

Home2 Suites at Coconut Point Pattern Book - 19

PLANTINGS IMAGES

TREES


Sabal Palm


Southern Live Oak


Royal Poinciana

GRASSES


Fakahatchee Grass


Hamein Dwarf Fountain Grass


Purple Fountain Grass


Evergreen Giant Liriope

GROUNDCOVER


Agapanthus


Evergreen Daylily


Purple Traling Lantana


White Traling Lantana


Variegated Liriope

Home2 Suites at Coconut Point Pattern Book - 20

PLANTINGS IMAGES

SHRUBS


Shrubby Yew Podocarpus


Pittosporum tobira


Clusia


Pineapple Guava


Bird of Paradise


Dwarf Variegated Schefflera


Dwarf Palmetto


Pringles Dwarf Podocarpus


Nora Grant Ixora


White Drift Rose


Little John Dwarf Bottlebrush


Wheeler's Dwarf Pittosporum


Coontie

Home2 Suites at Coconut Point Pattern Book - 21


MEDIAN PLANTING RENDERING
Home2 Suites at Coconut Point Pattern Book - 22

Public Meeting Requirements

The required Public Information Meeting for the proposed Home2 Suites to be located in Coconut Point was held on December 12, 2023. In addition to representatives from the Village of Estero and the general public, the following persons were in attendance for the developer: The Peachtree Group (Mitul Patel, Lee Shuman, and Tracy Ray), Ingenium Enterprises (Jeremy Pettit), The RBA Group (Chris Allred and Chris Byers), and Paves Law Firm (Neale Montgomery).

Generally, the project was view favorably by the board and the feedback on the architectural style of the building was especially good. The only concern with the look of the proposed building elevations was the white colors being used for the exterior. The direction from the board was that the colors should match more of what was done for the surrounding Coconut Point buildings, no white and more color. Other concerns noted had to do with the loss of parking behind the shops, specifically American Eagle, and how the loss of this parking would affect the patrons of the area as well as any overflow parking from the adjacent apartment complex. The developer team agreed to take the building color comments and parking concerns into account for the next submittal.

TR TRANSPORTATION CONSULTANTS, INC

2726 OAK RIDGE COURT, SUITE 503
FORT MYERS, FL 33901-9356
OFFICE 239.278.3090
FAX 239.278.1906

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

MEMORANDUM

TO: Mr. Jeremy M. Pettit, P.E.
Ingenium Enterprises, Inc.

FROM: Yury Bykau, P.E.
Senior Project Manager

DATE: Revised: March 22, 2025

RE: Coconut Point Hotel – Coconut Point MPD Amendment
Village of Estero, Florida

TR Transportation Consultants, Inc. has prepared a trip generation analysis for the proposed amendment to the existing Coconut Point Mixed Use Planned Development (MPD) located within the Coconut Point Development of Regional Impact. As a result of the proposed amendment, a 111-room hotel will be permitted within the property referred to as Tract 2A (Area #2) of the Coconut Point MPD. The proposed hotel development will be specifically located at the northwest corner of Via Coconut Point and Via Monte Carlo Way, which is currently occupied by a parking lot serving the adjacent commercial uses.

Coconut Point MPD is governed by Zoning Resolution No. Z-02-009, which approved a mix of different uses including commercial retail uses and up to 370 hotel rooms. Coconut Point Development Area #2 has 250 rooms allocated for hotel use. To date, 222 hotel rooms (Hyatt Place & TownePlace Suites) have been permitted within the Development Area #2, leaving 28 hotel rooms available. The applicant is requesting the development of up to 111 rooms on the subject property, or an additional 83 hotel rooms (111 rooms minus 28 rooms) above the existing development allocations for Development Area #2. The proposed amendment will not exceed the original traffic entitlements for this MPD. This will be ensured by reducing the equivalent number of trips associated with the proposed hotel use from the permissible commercial retail floor area.

Table 1 illustrates the weekday PM peak hour trip generation of the additional 83 hotel rooms that will allow for a 111-room hotel development on site. **Table 2** illustrates the equivalent weekday PM peak hour trip generation and resultant floor area of commercial retail uses consistent with the trip generation shown in Table 1. These tables were developed based on the trip generation equations obtained from the Institute of Transportation Engineer's (ITE) report, titled ***Trip Generation Manual***, 11th Edition. ITE Land Use Code 310 (Hotel) was utilized for the trip generation purposes of the hotel uses

and Land Use Code 820 (Shopping Center) was utilized for the analysis purposes of the permissible commercial retail uses. These ITE land uses are consistent with the uses used in the original DRI Development Order.

Table 1
Trip Generation – Hotel
Coconut Point MPD

Land Use	Weekday P.M. Peak Hour		
	In	Out	Total
Hotel (+83 Hotel Rooms) *	17	17	34

*The applicant is proposing a 111-room hotel. Development Area #2 has 28 hotel rooms available.

Table 2
Trip Generation – Commercial Retail
Coconut Point MPD

Land Use	Weekday P.M. Peak Hour		
	In	Out	Total
Shopping Center (2,000 Sq. Ft.)	16	18	34

As illustrated on Table 1 and Table 2, an addition of 83 hotel rooms would require a reduction of approximately 2,000 square feet of commercial retail floor area from the existing commercial development entitlements within the Coconut Point MPD. Therefore, no further transportation analysis should be necessary for the proposed MPD Amendment application. The proposed amendment will not increase the trip generation from what is currently permitted within the overall MPD and there is sufficient commercial floor area available for reduction to allow for a development of the proposed 111-room hotel, or an additional 83 hotel rooms above the existing development entitlements.

If you have any additional questions, please do not hesitate to contact us.

Attachments

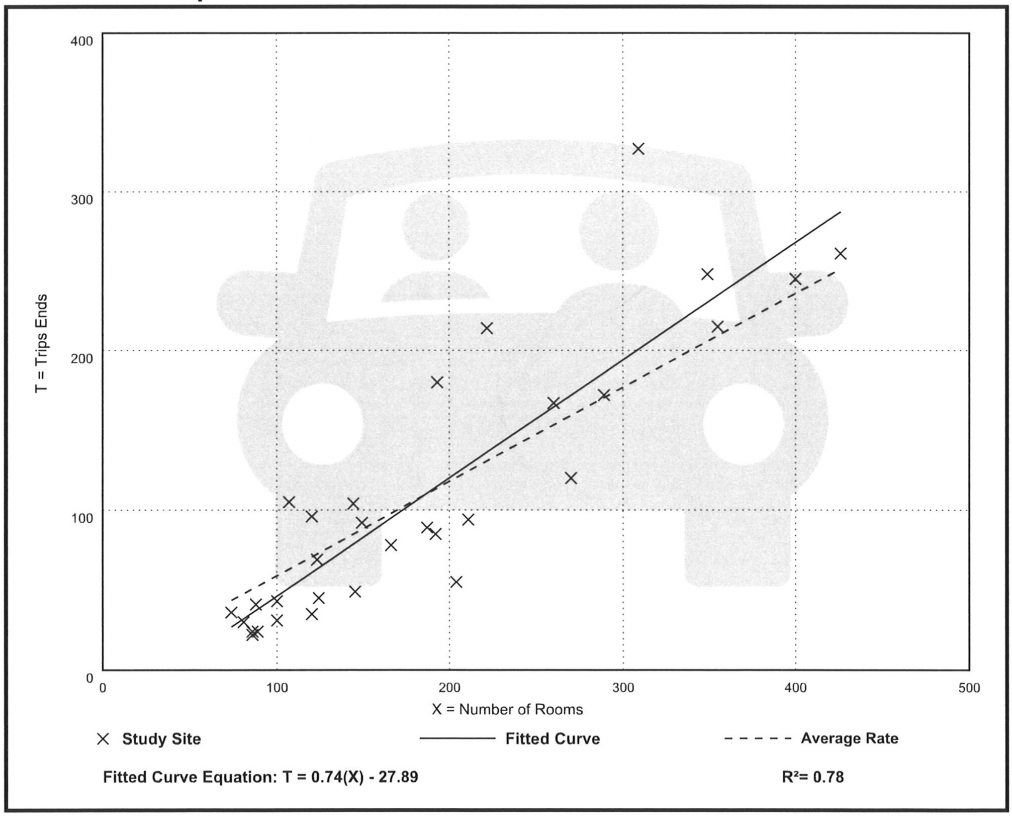
Hotel
(310)

Vehicle Trip Ends vs: Rooms
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 31
Avg. Num. of Rooms: 186
Directional Distribution: 51% entering, 49% exiting

Vehicle Trip Generation per Room

Average Rate	Range of Rates	Standard Deviation
0.59	0.26 - 1.06	0.22

Data Plot and Equation



Shopping Center (>150k)
(820)

Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
Number of Studies: 126
Avg. 1000 Sq. Ft. GLA: 581
Directional Distribution: 48% entering, 52% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GLA

Average Rate	Range of Rates	Standard Deviation
3.40	1.57 - 7.58	1.26

Data Plot and Equation

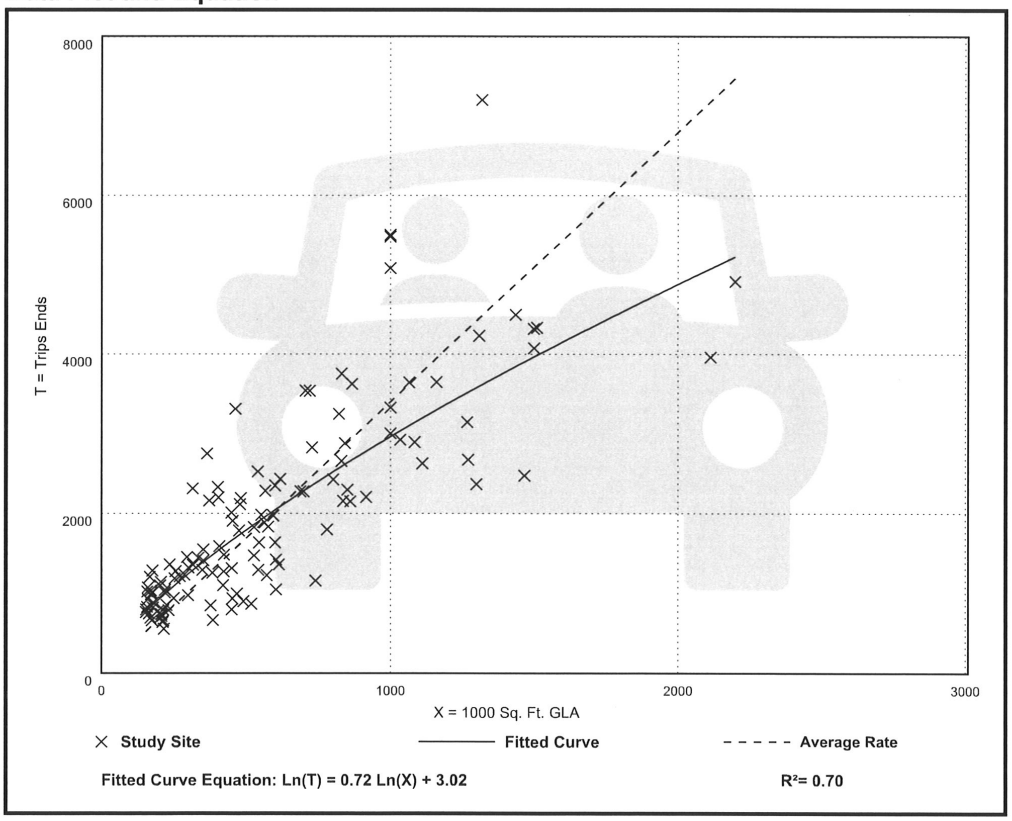
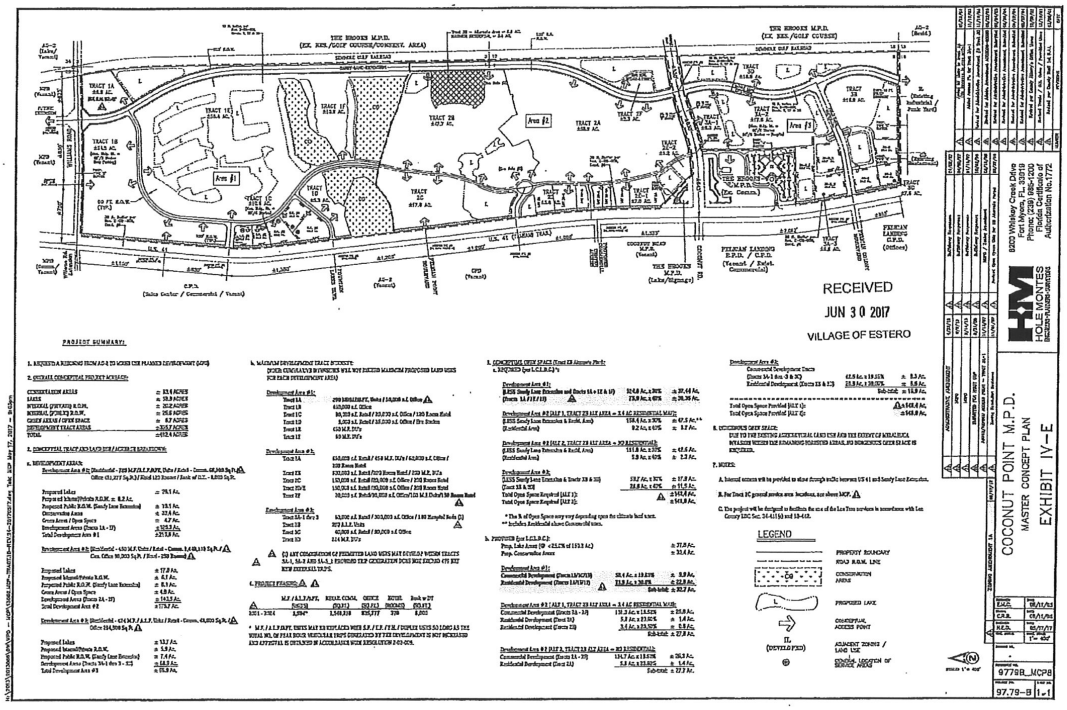


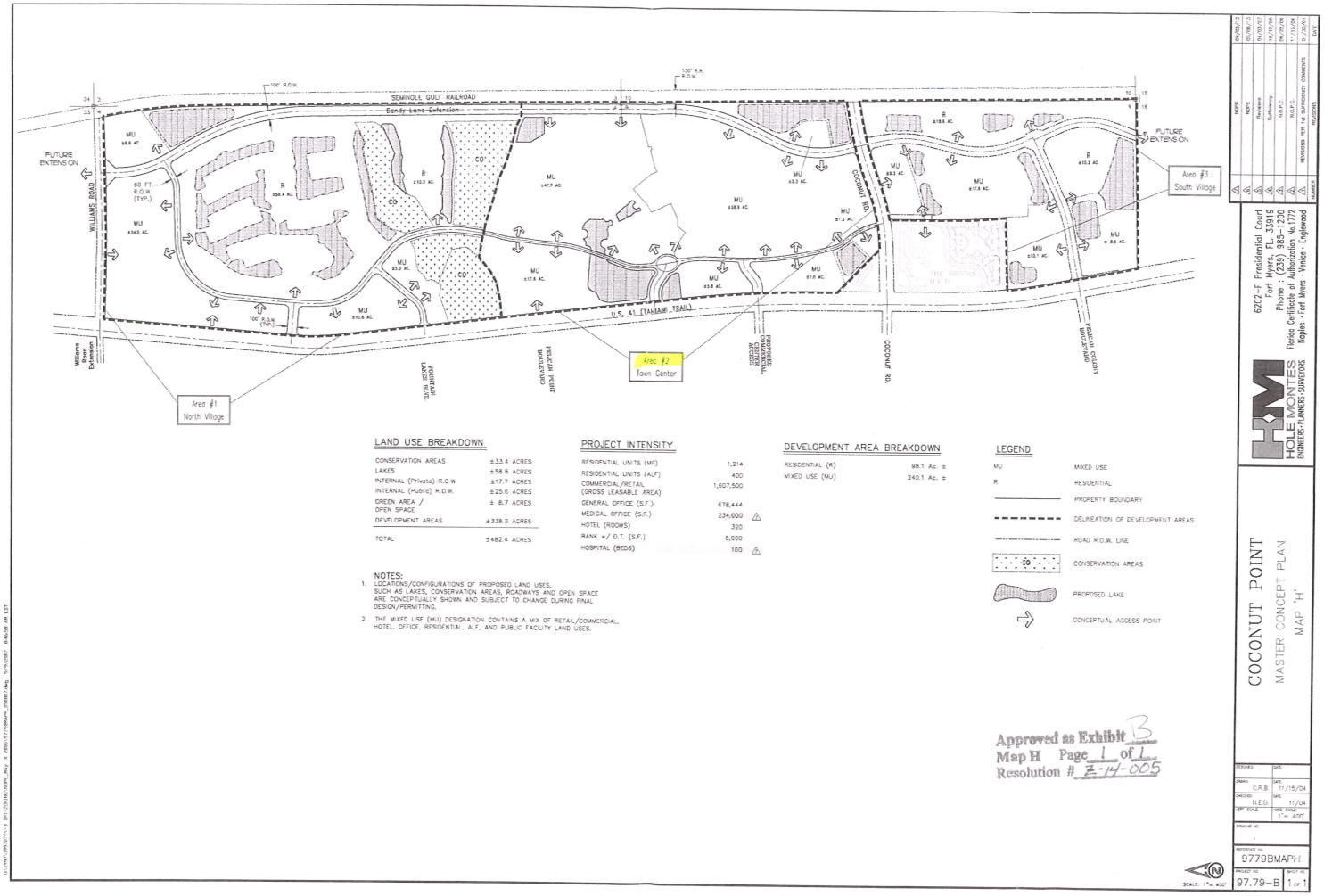
EXHIBIT A


RECEIVED
JUN 30 2017
VILLAGE OF ESTERO
COCONUT POINT M.P.D.
MASTER CONCEPT PLAN
EXHIBIT IV-E
9779B_MCP8
97.79-B 1 of 1

Time-of-Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a Monday-Thursday (five study sites), a Friday (five study sites), and a Saturday (six study sites).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday (Monday-Thursday)	Friday	Saturday
12:00-4:00 a.m.	–	–	–
5:00 a.m.	–	–	–
6:00 a.m.	–	–	–
7:00 a.m.	–	–	–
8:00 a.m.	–	–	–
9:00 a.m.	–	–	–
10:00 a.m.	47	–	67
11:00 a.m.	69	88	84
12:00 p.m.	97	93	94
1:00 p.m.	100	97	98
2:00 p.m.	94	95	100
3:00 p.m.	87	100	91
4:00 p.m.	82	95	72
5:00 p.m.	84	92	59
6:00 p.m.	82	87	–
7:00 p.m.	–	–	–
8:00 p.m.	–	–	–
9:00 p.m.	–	–	–
10:00 p.m.	–	–	–
11:00 p.m.	–	–	–


SEMINOLE GULF RAILROAD
Sandy Lane Extension
FUTURE EXTENSION
WILLIAMS ROAD
60 FT. R.O.W. (TYP.)
COCONUT RD.
U.S. 41 (TAMIAMI TRAIL)
Area #1 North Village
Area #2 Town Center
Area #3 South Village
PELICAN POINT BOULEVARD
Williams Road Extension
LAND USE BREAKDOWN
CONSERVATION AREAS ±33.4 ACRES
LAKES ±58.8 ACRES
INTERNAL (Private) R.O.W. ±17.7 ACRES
INTERNAL (Public) R.O.W. ±25.6 ACRES
GREEN AREA / OPEN SPACE ± 8.7 ACRES
DEVELOPMENT AREAS ±338.2 ACRES
TOTAL ±482.4 ACRES
PROJECT INTENSITY
RESIDENTIAL UNITS (MF) 1,214
RESIDENTIAL UNITS (ALF) 400
COMMERCIAL/RETAIL (GROSS LEASABLE AREA) 1,607,500
GENERAL OFFICE (S.F.) 678,444
MEDICAL OFFICE (S.F.) 234,600
HOTEL (ROOMS) 320
BANK w/ D.T. (S.F.) 8,000
HOSPITAL (BEDS) 160
DEVELOPMENT AREA BREAKDOWN
RESIDENTIAL (R) 98.1 Ac. ±
MIXED USE (MU) 240.1 Ac. ±
LEGEND
MU MIXED USE
R RESIDENTIAL
PROPERTY BOUNDARY
DELINEATION OF DEVELOPMENT AREAS
ROAD R.O.W. LINE
CONSERVATION AREAS
PROPOSED LAKE
CONCEPTUAL ACCESS POINT
NOTES:
1. LOCATIONS/CONFIGURATIONS OF PROPOSED LAND USES, SUCH AS LAKES, CONSERVATION AREAS, ROADWAYS AND OPEN SPACE ARE CONCEPTUALLY SHOWN AND SUBJECT TO CHANGE DURING FINAL DESIGN/PERMITTING.
2. THE MIXED USE (MU) DESIGNATION CONTAINS A MIX OF RETAIL/COMMERCIAL, HOTEL, OFFICE, RESIDENTIAL, ALF, AND PUBLIC FACILITY LAND USES.
Approved as Exhibit B
Map H Page 1 of 1
Resolution # Z-14-005
6202-F Presidential Court Fort Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
Naples · Fort Myers · Venice · Englewood
COCONUT POINT
MASTER CONCEPT PLAN
MAP 'H'
DRAWN C.R.B. 11/15/04
CHECKED N.E.D. 11/04
DRAWING NO. 9779BMAPH
PROJECT NO. 97.79-B
SHEET NO. 1 of 1

Home2 Suites at Coconut Point Room Calculations

Existing/In Construction Hotels	Rooms
Hyatt Place Coconut Point	108
TownePlace Suites Fort Myers Estero	114
Hilton Garden Inn Estero	115
Subtotal:	337

Proposed Hotel	Rooms
Home2 Suites	111

Total Proposed Hotel Rooms:	**448**
Hotel Rooms Allowed per DRI:	370
Available Hotels Rooms:	33
Additional Hotel Rooms Requested:	**78**

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 21, 2025

Agenda Item:

Fiscal Year 2025-2026 Five-Year Capital Improvement Plan Review

Description:

Village of Estero Staff will provide a presentation of the preliminary Fiscal Year 2025 -2026 Five-Year Capital Improvement Plan. This will include discussion on each project included in the plan as well as a discussion of changes from the previous year's plan.

Financial Impact:

This Capital Improvement Plan provides a road map for Village Capital spending over the next five years. Approval of the plan will occur at a future Village Council Meeting.

Prepared by: David Willems, P.E.

Attachments:

1. 2025-2026 Five-Year Capital Improvement Plan

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Roadway Improvements									
1	Corkscrew Rd Paths, Landscaping & Street Lighting	$ 21,700,000	RIF	$ 10,500,000	$ -	$ -	$ -	$ -	$ 10,500,000
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
1			LDOT-Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2	River Ranch Road Improvements (Drainage, Road, Bike/Ped)	$ 9,100,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway W. Improvements (Road, Bike/Ped, Drainage)	$ 15,000,000	GT	$ -	$ -	$ -	$ -	$ -	$ -
3			RIF	$ 1,300,000	$ 1,500,000	$ 3,600,000	$ 4,500,000	$ -	$ 10,900,000
			Grant - Reimburse	$ (1,300,000)	$ (1,500,000)	$ (6,100,000)	$ (6,100,000)		$ (15,000,000)
3			GF	$ -	$ -	$ 2,500,000	$ 1,600,000	$ -	$ 4,100,000
5	Williams Road Widening (US41 - Via Coconut)	$ 6,800,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ 90,000	$ -	$ -	$ -	$ -	$ 90,000
6	Via Coconut Point Extension (South)	$ 3,620,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
7	Roadway Assessment	$ 500,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Village Traffic Study Update	$ 250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ 650,000	$ -	$ -	$ -	$ 650,000
	Village of Estero Sub-total (all funding sources)			$ 11,890,000	$ 2,150,000	$ 6,100,000	$ 6,100,000	$ -	$ 26,240,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	$ 1,280,000	Developer	$ 1,100,000	$ -	$ -	$ -	$ -	$ 1,100,000
2	Williams Road-Atlantic Gulf Drive Intersection	$ 3,270,000	RIF	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	$ 556,400	LDOT	$ -	$ -	$ -	$ -	$ -	$ -
4	US41-Coconut Road Intersection Improvements	$ 1,650,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
5	US41-Williams Rd Intersection Improvements	$ 325,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Coconut Road - Coconut Shores Roundabout	$ 1,725,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ -	$ -	$ -	$ -
6			GT	$ -	$ -	$ -	$ -	$ -	$ -
6			GF	$ -	$ -	$ -	$ -	$ -	$ -
7	US41-Pelican Sound Intersection Improvements	$ 2,325,000	Developer	$ -	$ -	$ -	$ -	$ -	$ -
8	US41-Corkscrew Rd Intersection Improvements	$ 1,510,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9	Coconut Road - Meadowbrook Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ -	$ -	$ -	$ -	$ -
9			GF	$ -	$ -	$ -	$ -	$ -	$ -
10	North Point Railroad Crossing	$ 450,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Road - El Dorado Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
11			GT	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Bike-Pedestrian Improvements									
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000
2			Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway Ave. East Bike-Ped Improvements	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
4	Corkscrew Road Shared Use Path (Three Oaks-Sandy)	$ 10,300,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4			RIF	$ -	$ -	$ -	$ -	$ -	$ -
5	Coconut Rd Sidewalk (Oakwilde to Via Coconut)	$ 1,085,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5			RIF	$ -	$ 401,367	$ -	$ -	$ -	$ 401,367
5			FDOT	$ 330,000	$ 353,633	$ -	$ -	$ -	$ 683,633
6	Coconut Sidewalk (Via Coconut to U S41)	$ 815,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ 244,400	$ -	$ -	$ 244,400
6			FDOT	$ -	$ 190,000	$ 380,600	$ -	$ -	$ 570,600
7	Corkscrew West Bike/Ped (Koreshan to U S 41)	$ 954,900	GF	$ -	$ -	$ 330,300	$ -	$ -	$ 330,300
7			RIF	$ -	$ -	$ -	$ -	$ -	$ -
7			FDOT	$ -	$ 190,000	$ 434,600	$ -	$ -	$ 624,600
8	Corkscrew Palms Blvd. Sidewalks	$ 300,000	County	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
9	Via Coconut Point Roundabouts Improvements	$ 1,675,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ 396,859	$ -	$ -	$ -	$ 396,859
9			FDOT	$ 524,000	$ 754,141	$ -	$ -		$ 1,278,141
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	$ 19,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10			RIF	$ -	$ -	$ -	$ -	$ -	$ -
10			Lee County	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Rd Shared Use Path	$ 4,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
12	Williams Rd West Bike-Ped Improvements (West of US41)	$ 3,650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
12			RIF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	$ 4,420,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
13			RIF	$ -	$ -	$ -	$ -	$ -	$ -
14	SUN Trail Estero Parkway South	$ 5,063,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
14			RIF	$ -	$ -	$ -	$ -	$ -	$ -
15	SUN Trail Estero Parkway North	$ 5,323,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
15			RIF	$ -	$ -	$ -	$ -	$ -	$ -
16	FPL Shared Use Path (East I-75)	$ 4,940,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Utility Shared Use Path (West US 41)	$ 10,621,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17			RIF	$ -	$ -	$ -	$ -	$ -	$ -
18	Village Bike/Ped Master Plan Update	$ 230,000	GF	$ -	$ 230,000	$ -	$ -	$ -	$ 230,000
	Village of Estero Sub-total (all funding sources)			$ 1,500,000	$ 1,028,226	$ 574,700	$ -	$ -	$ 3,102,926

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Landscaping Improvements								
1	I-75 Monument Signs	$ 816,000	GF	$ -	$ 816,000	$ -	$ -	$ -	$ 816,000
2	Ben Hill Griffin Monument Sign	$ 100,000	GF	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000
3	Corkscrew Road Monument Sign	$ 160,000	GF	$ 160,000	$ -	$ -	$ -	$ -	$ 160,000
4	Via Coconut Point Landscape Improvements (Williams - Coconut)	$ 5,900,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Ben Hill Griffin Pkwy Landscape Improvements	$ 3,150,000	GF	$ -	$ -	$ 2,800,000	$ -	$ -	$ 2,800,000
6	Corkscrew Rd Landscaping (Corkscrew Woodlands to Ben Hill Griffin	$ 2,800,000	GF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
7	US41 Shoulder Landscape Improvements	$ 5,350,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	$ 4,090,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Corkscrew Road Landscape Improvements West (US-41 to I-75)	$ 4,360,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10	Estero Parkway Reuse Main - Phase 1	$ 1,605,000	GF	$ -	$ 1,500,000		$ -	$ -	$ 1,500,000
10			Grant - Reimbruse		$ (802,500)				$ (802,500)
	Village of Estero Sub-total (all funding sources)			$ 160,000	$ 4,816,000	$ 2,900,000	$ -	$ -	$ 7,876,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Parks & Recreation								
1	County Maintenance Facility	$ 1,500,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
1	Estero SportsPark Phase 1	$ 13,800,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ 2,000,000	$ 500,000	$ -	$ -	$ -	$ 2,500,000
1	$ 13,800,000		RIF	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
1			GF	$ -	$ 5,600,000	$ 1,700,000	$ -	$ -	$ 7,300,000
1	Estero SportsPark Phase 2	$ 30,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ -	$ -	$ 650,000	$ 280,000	$ 360,000	$ 1,290,000
1	$ 14,590,000		RIF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
1			GF	$ -	$ -	$ -	$ 7,100,000	$ 3,700,000	$ 10,800,000
1	Estero SportsPark Phase 3	$ 13,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Entertainment Site Work	$ 11,360,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 11,360,000	$ -	$ -	$ -	$ -	$ 11,360,000
2	Estero SportsPark High 5	$ 6,125,000	Partner	`	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Driving Range	$ 2,275,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ 2,275,000	$ -	$ -	$ -	$ 2,275,000
2	Village Sports Park Fture Partners	$ 4,725,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ 1,575,000	$ 1,575,000	$ 1,575,000	$ 4,725,000
3	Estero RiverPark Phase 1 & 2 Improvements	$ 12,000,000	GF	$ 4,900,000	$ -	$ -	$ -	$ -	$ 4,900,000
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
3			PIF	$ 660,000	$ -	$ -	$ -	$ -	$ 660,000
4	River Oaks Preserve	$ 2,950,000	GF	$ 2,950,000	$ -	$ -	$ -	$ -	$ 2,950,000
4			PIF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

4			Grant - Reimburse	$ (2,500,000)	$ -	$ -	$ -	$ -	$ (2,500,000)
5	Eco-Historic Planning Study	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
5			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -		$ (225,000)
6	Village Parks & Rec. Master Plan Update	$ 200,000	GF	$ -	$ -	$ 200,000	$ -	$ -	$ 200,000
	Village of Estero Sub-total (all funding sources)			$ 27,295,000	$ 10,875,000	$ 4,125,000	$ 8,955,000	$ 5,635,000	$ 56,885,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Stormwater Improvements									
1	Estero River North Branch Drainage Improvements	$ 6,739,000	GF	$ 500,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,739,000
1			Grant - Reimburse	$ -	$ (3,119,447)	$ (3,119,447)	$ -	$ -	$ (6,238,894)
2	Estero River Sediment Removal (West of US 41)	$ 2,750,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero River Sediment Removal (Railroad to Sandy Ln)	$ 1,415,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Vulnerability Assessment	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
4			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -	$ -	$ (225,000)
	Village of Estero Sub-total (all funding sources)			$ 725,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,964,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Utility Improvements								
1	Package WWTP UEP Design & Permitting	$ 420,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
1			PA	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Broadway W UEP Design & Permitting	$ 1,475,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2			PA	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
3	Broadway E UEP Design & Permitting	$ 1,550,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3			PA	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
4	See See Street UEP Design & Permitting	$ 240,500	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
4			PA	$ -	$ -	$ -	$ -	$ -	$ -
4			GF	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
5	Cypress Park UEP Design & Permitting	$ 311,650	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
5			PA	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Estero Bay Village UEP	$ 2,021,000	Grant - Reimburse	$ -	$ (208,400)		$ -	$ -	$ (208,400)
6	Debt		PA	$ -	$ -	$ (1,307,350)	$ -	$ -	$ (1,307,350)
6	$ (1,307,350)		GF	$ -	$ 2,021,000	$ -	$ -	$ -	$ 2,021,000
7	Sunny Groves UEP	$ 2,836,000	Grant - Reimburse	$ (187,500)	$ -	$ -	$ -	$ -	$ (187,500)
7	Debt		PA	$ -	$ (1,939,500)	$ -	$ -	$ -	$ (1,939,500)
7	$ (1,939,500)		GF	$ 2,836,000	$ -	$ -	$ -	$ -	$ 2,836,000
8	Cypress Bend UEP	$ 1,584,000	Grant - Reimburse	$ (134,100)	$ -	$ -	$ -	$ -	$ (134,100)
8	Debt		PA	$ -	$ (1,053,900)	$ -	$ -	$ -	$ (1,053,900)
8	$ (1,053,900)		GF	$ 1,584,000	$ -	$ -	$ -	$ -	$ 1,584,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
9	Estero River Heights UEP	$ 11,400,000	Grant - Reimburse	$ (2,450,000)	$ (2,450,000)	$ -	$ -	$ -	$ (4,900,000)
9			PA	$ -	$ (3,650,000)	$ -	$ -	$ -	$ (3,650,000)
			GT	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000
	Debt		MRM	$ 2,650,000	$ -	$ -	$ -	$ -	$ 2,650,000
9	$ (3,650,000)		GF	$ 1,050,000	$ 5,700,000	$ -	$ -	$ -	$ 6,750,000
10	Charring Cross UEP	$ 5,700,000	Grant - Reimburse	$ (1,250,000)	$ (1,250,000)	$ -	$ -	$ -	$ (2,500,000)
10	Debt		PA	$ -	$ (1,775,000)		$ -	$ -	$ (1,775,000)
	$ (1,775,000)		GT	$ 1,425,000	$ -	$ -	$ -	$ -	$ 1,425,000
	Total Debt all UEP		MRM	$ -	$ -	$ -	$ -	$ -	$ -
10	$ (9,725,750)		GF	$ 1,425,000	$ 2,850,000	$ -	$ -	$ -	$ 4,275,000
11	Sherrill & Luetich UEP	$ 7,739,585	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
11			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
12	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
12			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
12			GF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
13			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
13			GF	$ -	$ -	$ -	$ -	$ -	$ -
14	Sandy Ln-Groves UEP	$ 5,160,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
14			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
14			GF	$ -	$ -	$ -	$ -	$ -	$ -
15	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
15			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
15			GF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

16	See See Street UEP	$ 1,070,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
16			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
16			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
17	Cypress Park UEP	$ 1,820,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
17			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
17			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
				$ 13,400,000	$ 10,571,000	$ -	$ -	$ -	$ 23,971,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Building Facilities									
1	Public Works Storage Facility	$ 354,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Village Hall	$ 4,914,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Performing Arts Center	$ 20,000,000	Private	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Land Acquisition									
1	BERT	$ 30,000,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			Debt	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Informtation Technology									
1	Community Development Software	$ -	Building	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Village total			$ 57,470,106	$ 32,559,673	$ 16,819,147	$ 15,055,000	$ 5,635,000	$ 127,538,926

- Estero Road Impacts Fees
- Estero Gas Tax
- Estero General Fund
- Park Impact Fee (include public land aqcu
- Non-Estero Funding Source
- Major Road Mainteance Reserve
- Property Assessment (funds back into General Fund in following year)
- Building Fund