VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
NOVEMBER 3, 2021, 09:30 AM

www.Estero-fl.gov

COVID-19 NOTICE:

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

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

November 3, 2021, 09:30 am

1. CALL TO ORDER

INVOCATION -- Pastor Bill Mobley Calvary Chapel Gulf Coast

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. KEY TO CITY

"Surfside Collapse" FL -- TF6 Responders

- Estero Fire Rescue
- San Carlos Fire Rescue
- K-9 -- Mangnus
- Police K9 Instructor/Sinead Imbaro

Attachment: 1_Task Force 6 Surfside FL Collapse 4 keys.pdf

5. CONSENT AGENDA

a. September 22, 2021 Council Meeting Minutes

Attachment: 09222021 minutes.pdf

b. September 2021 Financial Report

Attachment: Agenda Item Summary Sheet_Monthly Financial Report Sep 2021.pdf
Attachment: Village Council Fin Report Sep 2021.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Via Coconut Point & Williams Road Roundabout Landscaping & Irrigation - RFB 2021-03

Recommended Action:
Approve award of Request for Bids No. RFB 2021-03, Via Coconut Point & Williams Road Roundabout Landscaping & Irrigation for the Village of Estero to O'Donnell Landscapes, Inc. to provide landscaping and irrigation work at a cost of $120,181.

Also approve a contingency fund amount of $12,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact:
The financial impact of the proposed project is $132,181. This includes the contract amount plus a 10% contingency.

The Village of Estero will utilize a portion of the $261,000 included in the Fiscal Year 2021-2022 budget for Via Coconut Point Landscape Improvements.

Attachment: Agenda Item Summary RAB Bid.pdf
Attachment: 01-ODonnell Bid.pdf
Attachment: 02-Contract - O_Donnell Landscapes.pdf
Attachment: 03-ODonnell Vendor Disclosure Form.pdf
Attachment: 04-Landscape Plans.pdf

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

Recommended Action:
Approve award of Supplemental Task Authorization (STA) - 02 Contract EC 2020-72 with DRMP, Inc. to provide Construction Plan and Permitting services for Village of Estero monument signs under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $79,990.

Also approve a contingency fund amount of $8,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact:
Fiscal impact is $87,990 which includes the contract amount of $79,990 plus a 10% contingency of $8,000.

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

Attachment: 1_Agenda Item Summary Monument Sign.pdf

Attachment: 2_Monument Sign Loc Map.pdf
Attachment: 3_Monument Sign Contract - North.pdf

c. Estero on the River Phase 1 Design Contract

Recommended Action:
Approve award of Supplemental Task Authorization 1 to Contract EC 2020-58 to Ensite, Inc. to provide professional services to The Village of Estero under the Village's Misc. Services Contract CN 2020-01 for $370,400.

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

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

Financial Impact:
The financial impact is $407,400 which includes the contract amount of $370,400 plus a 10% contingency of $37,000.

Funding for this project will be from the Estero on the River Improvements budget of $1,000,000.

Attachment: 1_Agenda Item Summary EOR Design.pdf
Attachment: 2_Ensite Contract.pdf
Attachment: 3_Ownership Disclosure - En Site.pdf
Attachment: 4_EOR Loc Map.pdf

8. FIRST READING AND PUBLIC HEARING

a. West Bay Club Zoning Amendment First Reading

Ordinance 2021-12 An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions an Amendment to the West Bay Club Residential Planned Development to Increase the Allowed Height in Pod 5, Located West of US 41 at the end of Williams Road; Providing for Conflicts; Providing for Severability; and Providing an Effective Date

Recommended Action:
Pass First Reading and schedule Second Reading for November 17, 2021.

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

Attachment: 1_West Bay Club Council Agenda Summary Sheet.pdf

Attachment: 2_DRAFT ORDINANCE 2021-12 WEST BAY CLUB.pdf
Attachment: 3_Exhibit A - Pattern Book dated 10-1-21.pdf
Attachment: 4_Exhibit B - Master Concept Plan 10-15-21 _Revised with Approved Pages_.pdf
Attachment: 5_DCI2021-E001 Council Staff Report _00000002_.pdf
Attachment: 6_Staff Report Attachment 1. Location Map.pdf
Attachment: 7_Staff Report Attachment 2. West Bay Club Pod 5 Environmental Site Report 8 31 21.pdf
Attachment: 8_Staff Report Attachment 3. Port Authority Letter.pdf
Attachment: 9_1 Staff Report Attachment 4.a Lee Schools Email.pdf
Attachment: 9_2Staff Report Attachment 4.b Lee Schools - Letter.pdf
Attachment: 9_3Staff Report Attachment 4.c. Lee Schools-Student Generation Johnson West Bay Club Pod 5.pdf
Attachment: 10_Staff Report Attachment 5. Solid Waste Email.pdf
Attachment: 11_Staff Report Attachment 6. Request Statement.pdf
Attachment: 12_Staff Report Attachment 7. Past Zoning Resolutions and Approvals Listed.pdf
Attachment: 13_Staff Report Attachment 8a. Applicant_s Additional Submittal Material Aug 6_ 2021.pdf
Attachment: 14_Staff Report Attachment 8b. Applicant_s Additional Submittal Material Sept. 10_ 2021.pdf
Attachment: 15_Staff Report Attachment 9. Zoning Resolution Z-05-010 West Bay Club Development.pdf
Attachment: 16_Staff Report Attachment 10. Resolution Z-96-005.pdf
Attachment: eComments for Westbay.pdf

9. PUBLIC COMMENT ON NON-AGENDA ITEMS

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

11. VILLAGE ATTORNEY'S REPORT

12. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

13. WORKSHOP ITEMS

a. Williams Rd & Atlantic Gulf Drive Update

Attachment: Agenda Item Summary Sheet - Williams-Atlantic.pdf
Attachment: KCA_Village of Estero_Williams Rd_Atlantic Gulf Blvd_Public Workshop-102521.pdf

b. Coconut Road Intersection Improvements Project Update

Attachment: Agenda Item Summary Coconut Rd update.pdf
Attachment: Coconut Road PER Safety Improvement Alternatives Final _09-2021_.pdf
Attachment: Village of Estero Presentation.pdf

c. Review of Village Attorney Evaluation Form

Information to be provided early next week

14. ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, NOVEMBER 3, 2021, 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.

09:30:07 [SOUNDING GAVEL]
09:30:07 >>Mayor Errington: GOOD MORNING.
09:30:08 WELCOME.
09:30:10 WE WILL NOW CALL THE MEETING TO ORDER.
09:30:14 TODAY IS WEDNESDAY, NOVEMBER THE 3rd, 2021.
09:30:19 IT'S 9:30 A.M.
09:30:21 AND THE VILLAGE OF ESTERO COUNCIL IS CALLED TO ORDER.
09:30:24 AS A REMINDER, EVERYONE WHO HAS A CELL PHONE, WILL YOU
09:30:29 PLEASE SILENCE THAT?
09:30:32 ANYONE WHO HAS A DEVICE THAT SIGNALS THAT YOUR HEALTH MAY BE
09:30:35 IN SOME KIND OF JEOPARDY, PLEASE LEAVE IT ON.
09:30:39 WE HAVE A LOT OF PEOPLE HERE TODAY WHO COULD HELP YOU OUT IF
09:30:42 THAT HAPPENS.
09:30:42 WITH THAT IN MIND, I WOULD LIKE TO BEGIN THIS MORNING, THE
09:30:48 MEETING, WITH THE INVOCATION FROM PASTOR BILL MOBLEY,
09:30:53 CALVARY CHAPEL GULF COAST.
09:30:56 WELCOME.
09:30:56 IF YOU WOULD GIVE US THE INVOCATION, PLEASE.

09:31:01 >> THANK YOU.
09:31:01 GOOD MORNING.
09:31:04 >>Mayor Errington: GOOD MORNING.
09:31:05 >> LET'S PRAY.
09:31:05 FATHER, WE COME BEFORE YOU THIS MORNING ASKING FOR YOUR
09:31:11 WISDOM AND YOUR BLESSING.
09:31:13 LORD, WE KNOW WHATEVER DECISIONS AND DETERMINATIONS THAT
09:31:17 NEED TO BE MADE TODAY, FATHER, NONE OF US WITHIN OURSELVES
09:31:21 HAVE THE KIND OF WISDOM THAT YOU POSSESS.
09:31:23 SO WE DESIRE THAT, LORD.
09:31:25 WE DESIRE TO HAVE THAT SENSE OF LEADING AND PROMPTING BY YOU
09:31:31 RATHER THAN FROM WITHIN OURSELVES.
09:31:34 WE ALSO PRAY, FATHER, FOR A GREAT BLESSING ON THESE BECAUSE
09:31:39 THEY HAVE CHOSEN TO SERVE.
09:31:41 AND LORD, WITH A ROOMFUL OF EMERGENCY RESPONDERS AND THOSE
09:31:44 WHO SERVE YOU OUT OF A SACRIFICIAL HEART, LORD, AND FOR
09:31:51 THOSE ON THIS COUNCIL WHO HAVE CHOSEN TO SERVE SACRIFICIALLY
09:31:55 AND BEAR THE RESPONSIBILITY OF THE DECISIONS THEY MAKE,

09:31:57 LORD, FATHER, WE'RE JUST THANKFUL FOR THEM AND WE PRAY YOUR
09:32:01 BLESSING ON EVERY SINGLE LAST ONE OF THEM TODAY.
09:32:04 WE ASK ALL OF THESE THINGS IN JESUS NAME.
09:32:06 AMEN.
09:32:07 >>Mayor Errington: AMEN.
09:32:08 THANK YOU.
09:32:08 NOW, IF YOU ARE ABLE, PLEASE STAND.

09:32:11 IF NOT, I AM ASKING OUR VICE-MAYOR TO LEAD US IN THE PLEDGE
09:32:16 OF ALLEGIANCE.
09:32:17 [PLEDGE OF ALLEGIANCE]
09:32:32 >>Mayor Errington: THANK YOU.
09:32:33 MADAM CLERK, PLEASE CALL THE ROLL?
09:32:35 >>Joanne Ribble: HERE.
09:32:38 >>Larry Fiesel: HERE.
09:32:39 >>Jim Boesch: HERE.
09:32:41 >>Jim Ward: HERE.
09:32:43 >>Jim Wilson: HERE.
09:32:44 >>Vice-Mayor McLain: HERE.
09:32:45 >>Mayor Errington: HERE.
09:32:46 SECOND ON THE AGENDA IS APPROVAL OF THE AGENDA, ADDITIONS
09:32:52 AND DELETIONS.
09:32:55 ANY OBJECTIONS TO ANYTHING?
09:32:59 IF NOT, I WILL ENTERTAIN A MOTION.
09:33:01 MOTION MADE BY COUNCIL MEMBER FIESEL AND SECONDED BY COUNCIL
09:33:05 MEMBER RIBBLE.
09:33:06 PLEASE CALL THE ROLL.
09:33:08 >>Joanne Ribble: AYE.
09:33:10 >>Larry Fiesel: AYE.
09:33:12 >>Jim Boesch: AYE.
09:33:13 >>Jim Ward: AYE.
09:33:15 >>Jim Wilson: AYE.
09:33:16 >>Vice-Mayor McLain: AYE.

09:33:18 >>Mayor Errington: AYE.
09:33:19 NUMBER 3 ON THE AGENDA, PUBLIC COMMENT ON NON-AGENDA ITEMS.
09:33:25 DO WE HAVE?
09:33:26 >>Carol Sacco: NO, MAYOR, WE HAVE NONE.
09:33:28 >>Mayor Errington: THANK YOU.
09:33:33 WE HAVE SOME KEYS TO THE CITY TO PRESENT THIS MORNING.
09:33:38 PLEASE BEAR WITH US.
09:33:40 THIS IS UNREHEARSED.
09:33:43 WE'VE BEEN CONFERRING, AND WE THINK WE CAN GET IT RIGHT.
09:33:46 I'M GOING TO STAND HERE BEFORE I GO DOWN AND GIVE YOU A
09:33:50 LITTLE BACKGROUND ON WHAT WE ARE DOING.
09:33:52 ON THURSDAY, JUNE 24th, 2021 AT APPROXIMATELY 1:25 A.M.,
09:34:03 CHAMPLAIN TOWERS SOUTH, 12-STORY BEACHFRONT CONDOMINIUM IN
09:34:07 THE MIAMI SUBURB OF SURFSIDE, FLORIDA, UNITED STATES,

09:34:11 PARTIALLY COLLAPSED.
09:34:12 98 PEOPLE DIED.
09:34:14 FOUR PEOPLE WERE RESCUED FROM THE RUBBLE, BUT ONE DIED OF
09:34:17 INJURIES SHORTLY AFTER ARRIVING AT THE HOSPITAL.
09:34:20 11 OTHERS WERE INJURED.
09:34:23 APPROXIMATELY 35 WERE RESCUED THE SAME DAY FROM THE
09:34:26 UNCOLLAPSED PORTION OF THE BUILDING, WHICH WAS DEMOLISHED
09:34:31 TEN DAYS LATER.
09:34:32 AND AT THAT TIME, I DIDN'T REALIZE THAT WE HAD A TASK FORCE,
09:34:39 TASK FORCE NUMBER 6, THAT REPRESENTS SOUTHWEST FLORIDA IN
09:34:43 THE RECOVERY AND RESCUE EFFORTS.

09:34:46 AND TODAY, WE HAVE THAT FORCE WITH US.
09:34:50 THAT'S GOOD AS THE FORCE IS WITH US.
09:34:53 SHANE SEIBERT IS REPRESENTING ESTERO FIRE AND RESCUE.
09:35:00 SO WHAT WE PLAN TO DO THIS MORNING IS TO RECOGNIZE THOSE
09:35:06 MEMBERS OF THE TASK FORCE.
09:35:09 WE HAVE ESTERO FIRE RESCUE, SAN CARLOS PARK RESCUE, AND WE
09:35:14 ALSO HAVE THE K-9 HANDLER AND HER DOG HERE.
09:35:20 I HAVE TO COMMEND HER ESPECIALLY, TOO.
09:35:22 SHE DROVE FROM MIAMI THIS MORNING TO BE HERE AND BROUGHT THE
09:35:26 DOG WITH HER.
09:35:27 SO AT THIS TIME, I WOULD LIKE TO ASK SHANE SEIBERT TO COME
09:35:34 FORWARD.
09:35:35 COME RIGHT DOWN HERE IN FRONT.
09:35:37 AND CAROL WILL GIVE YOU THE MICROPHONE.
09:35:39 AND YOU WILL INTRODUCE -- I'M BEHIND YOU, YOU KNOW.
09:35:49 WE JOKED ABOUT THIS BEFOREHAND.
09:35:52 SHANE WILL INTRODUCE THE TASK FORCE 6 PERSONNEL, AND THEN
09:35:59 YOU WILL LEAD INTO SAN CARLOS.
09:36:03 AS YOU DO THAT, THEY WILL COME FORWARD.
09:36:05 I'LL TURN IT OVER TO YOU NOW AS YOU CAN BRING YOUR FOLKS UP.
09:36:08 >> THANK YOU, MS. MAYOR.
09:36:09 I APPRECIATE IT.
09:36:10 EVERYBODY HEARS ME?
09:36:13 LOOK AT THE ECHO.
09:36:14 GOOD MORNING, EVERYONE.

09:36:17 GOOD MORNING, MEMBERS OF THE DAIS, VILLAGE DAIS.
09:36:20 I APPRECIATE EVERYONE'S RECOGNITION.
09:36:22 THIS IS TRULY AN HONOR.
09:36:24 OUR TEAM HAS KIND OF BEEN IN THE SHADOWS FOR MANY YEARS, AND
09:36:28 WE JUST GO.
09:36:28 WE TRAIN, AND WE PLAN FOR THE BIG ONE, I THINK IS PROBABLY
09:36:33 THE BEST WAY TO STATE IT.
09:36:34 OUR TEAM, JUST TO GIVE YOU A VERY QUICK AND BRIEF, AS WE
09:36:38 TALKED ABOUT, MS. MAYOR, THAT I'M JUST GOING TO GIVE YOU A
09:36:43 BRIEF SYNOPSIS OF OUR TEAM.

09:36:44 OUR TEAM IS MADE UP OF 13 DIFFERENT PUBLIC SAFETY AGENCIES
09:36:47 WITHIN THIS REGION.
09:36:48 REGION 6, WHICH ENCOMPASSES APPROXIMATELY NINE COUNTIES.
09:36:55 MANATEE ALL THE WAY DOWN TO BROWARD.
09:36:57 THAT'S KIND OF WHAT WE DO.
09:36:59 WE RESPOND A LOT AND REALLY THE NOTORIETY, IT'S NOT WHAT WE
09:37:03 EXPECT BY ANY MEANS, BUT GOING TO THIS WAS CERTAINLY AN
09:37:07 EYE-OPENER.
09:37:08 IT WAS DEFINITELY ONE OF THOSE CAREER MILESTONES IN
09:37:11 EVERYONE'S LIVES THAT RESPONDED TO IT.
09:37:15 SO I HAVE THE HONOR TO INTRODUCE THESE RESPONDERS TO YOU
09:37:19 THAT I'VE WORKED HAND IN HAND WITH FOR YEARS.
09:37:22 WHEN WE WENT DOWN TO MIAMI, IMMEDIATELY WHEN WE GOT THERE,
09:37:26 WE CHANGED OUR BOOTS AND WE WENT RIGHT TO WORK.
09:37:30 SOMETHING THAT'S KIND OF UNHEARD OF.

09:37:32 YOU KIND OF GET A CHANCE TO DECOMPRESS FROM GOING.
09:37:36 WE WERE THE FIRST TEAM TO ARRIVE TO SURFSIDE OUT OF
09:37:39 DISTRICT.
09:37:39 SO THERE WERE TWO TEAMS THAT WERE DOWN THERE.
09:37:42 MIAMI-DADE WAS TASK FORCE 1.
09:37:45 -- OR CITY OF MIAMI, WHICH IS TASK FORCE 2, WHICH THEY ARE
09:37:49 ALREADY THERE.
09:37:49 BUT WE WERE THE FIRST TEAM IN JUST DUE TO DEMOGRAPHICS.
09:37:52 WE WENT RIGHT TO WORK ON THE PILE.
09:37:55 IT WAS A STRUGGLE TO PULL YOUR RESPONDERS OFF OF THE PILE.
09:38:01 THE GUYS WOULD SPEND 12 HOURS.
09:38:03 IT'S TIME TO GET REST.
09:38:04 THIS IS A MARATHON.
09:38:05 IT'S NOT A RACE.
09:38:06 ALL RIGHT?
09:38:07 WITH THAT BEING SAID, AGAIN, MY NAME IS SHANE SEIBERT.
09:38:11 I WORK AT ESTERO FIRE RESCUE CURRENTLY, BUT I'M ALSO YOUR
09:38:14 PROGRAM MANAGER FOR FLORIDA TASK FORCE 6.
09:38:17 SO WITHOUT FURTHER ADO, I WOULD LIKE TO INTRODUCE YOU TO THE
09:38:20 REAL HEROES.
09:38:21 FIRST UP FOR ESTERO, ASSISTANT CHIEF MARK WALLICK.
09:38:28 BATTALION CHIEF GLEN BROWNLEE.
09:38:32 ENGINEER CHRIS INTARTAGLIO.
09:38:40 NAILED IT.
09:38:40 FIREFIGHTER CHRISTIAN WOOLLEY.

09:38:46 AND THEN FROM SAN CARLOS PARK FIRE RESCUE, LIEUTENANT
09:38:50 DUSTIN WAGNER.
09:38:51 I'LL GET TO THE BEST PART OF THIS PRESENTATION HERE
09:38:59 MOMENTARILY.
09:39:00 WE HAD A COUPLE OF ISSUES THIS MORNING.
09:39:03 WE HAD A COUPLE OF OUR RESPONDERS.

09:39:04 ONE HAD A DEATH IN THE FAMILY.
09:39:06 SO WE'RE MISSING THREE PEOPLE, BUT I WOULD STILL LIKE TO
09:39:08 CALL OUT THEIR NAMES, IF THAT'S OKAY.
09:39:10 LIEUTENANT SCOTT LABREE FROM ESTERO.
09:39:14 LIEUTENANT DEAN YORK FROM ESTERO.
09:39:16 AND ENGINEER DAVID McDOUGLE FROM ESTERO.
09:39:19 SO THEY WERE UNFORTUNATELY UNABLE TO JOIN US.
09:39:22 AND THEN OUR VERY OWN, OUR POPULAR, OUR K-9 HANDLER, SINEAD
09:39:30 IMBARO AND MANGNUS ARES.
09:39:33 A UNIQUE FACT ABOUT THE DOG.
09:39:35 I TELL EVERYBODY DOGS ARE TYPICALLY SMARTER THAN ME ANYWAY.
09:39:38 THIS DOG IS FLUENT IN WHAT, SEVEN LANGUAGES, DID YOU SAY?
09:39:43 THREE.
09:39:44 I EMBELLISH A LITTLE BIT.
09:39:45 STILL, THREE LANGUAGES.
09:39:46 I BARELY SPEAK ENGLISH LET ALONE --
09:39:50 [LAUGHTER]
09:39:50 I'M GOING TO GIVE THIS BACK BECAUSE I'M SURE I'LL NEVER GET
09:39:55 IT AGAIN.

09:39:56 [LAUGHTER]
09:39:58 >>Mayor Errington: MAY I BE BESIDE THE DOG?
09:40:02 [LAUGHTER]
09:40:02 AT THIS TIME WE'LL PRESENT -- THIS WILL BE THE FIRST KEY
09:40:11 THAT WILL GO TO ESTERO FIRE AND RESCUE.
09:40:16 ON BEHALF OF THE VILLAGE OF ESTERO, WE WANT TO PRESENT YOU
09:40:28 -- HERE WE GO.
09:40:29 THIS GOES TO THE FIRE DEPARTMENT.
09:40:32 THANK YOU, FIRE AND RESCUE.
09:40:36 [APPLAUSE]
09:40:37 DO WE HAVE EVERYONE HERE?
09:40:43 ON BEHALF OF THE VILLAGE OF ESTERO, THIS GOES TO THE SAN
09:40:50 CARLOS PARK FIRE RESCUE.
09:40:53 THANK YOU.
09:40:55 [APPLAUSE]
09:40:58 ON BEHALF OF THE VILLAGE OF ESTERO, THIS IS PRESENTED TO
09:41:06 SINEAD IMBARO WHO DROVE ALL THE WAY FROM MIAMI THIS MORNING.
09:41:11 THANK YOU FOR COMING.
09:41:14 [APPLAUSE]
09:41:14 LEAVE IT TO CAROL.
09:41:19 THIS IS A DOG TREAT WRAPPED UP WITH BACON, AND IT'S
09:41:25 PRESENTED TO K-9 MANGNUS ARES.
09:41:30 THANK YOU.
09:41:35 [APPLAUSE]
09:41:35 THANK YOU VERY, VERY MUCH FOR BEING HERE TODAY.

09:41:41 WE'RE HONORED TO LIVE IN A COMMUNITY THAT'S SURROUNDED BY
09:41:45 FOLKS LIKE YOU.

09:41:46 THANK YOU.
09:41:48 >> THANK YOU, EVERYONE.
09:41:49 [APPLAUSE]
09:41:52 >>Mayor Errington: WHILE THEY ARE DEPARTING, I WANT TO SAY
09:42:20 THANK YOU TO OUR VILLAGE CLERK, CAROL.
09:42:23 SHE ASSEMBLED ALL OF THIS, AND IT WAS A MAJOR TASK.
09:42:26 AND THANK YOU, YOU DID A TREMENDOUS JOB, AND ESPECIALLY
09:42:30 WRAPPING THAT TREAT UP LIKE YOU DID.
09:42:32 [APPLAUSE]
09:42:36 NEXT ON THE AGENDA, NUMBER 5, CONSENT AGENDA.
09:42:48 ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS REGARDING
09:42:54 THE MINUTES OF THE PREVIOUS MEETINGS?
09:43:00 >>Jim Wilson: I HAVE COMMENTS.
09:43:02 >>Mayor Errington: WOULD YOU SPEAK INTO THE MIKE SO WE CAN
09:43:04 REALLY HEAR YOU?
09:43:05 >>Jim Wilson: I HAVE SOME COMMENTS ON THE FINANCIAL REPORT
09:43:07 THAT I WANTED TO MAKE -- [INAUDIBLE] -- IS THAT APPROPRIATE
09:43:13 NOW?
09:43:16 >>Mayor Errington: IT WAS DERIVED FROM THE MINUTES, THE
09:43:19 COMMENTS THAT YOU WERE TO MAKE?
09:43:22 >>Jim Wilson: NO, ON THE BUDGET REPORT, WHICH IS THE
09:43:27 FINANCIAL REPORTS.
09:43:33 >>Mayor Errington: PART B.

09:43:34 IF IT'S PART OF THE FINANCIAL REPORT -- YES, IT IS.
09:43:42 IT IS THE PROPER TIME TO SPEAK.
09:43:45 >>Jim Wilson: I THINK IT'S IMPORTANT THAT WE UNDERSTAND
09:43:50 WHERE SOME OF OUR REVENUE COMES FROM.
09:43:53 I THINK WE ALL KNOW THAT WE ALL PAY AD VALOREM, THE REAL
09:43:59 ESTATE TAX.
09:44:00 BUT I'M PLEASED TO CALL TO EVERYONE'S ATTENTION THAT WE WENT
09:44:03 WAY OVER BUDGET ON REVENUE SHARING SALES TAX WHERE WE HAVE
09:44:07 RECEIVED OUR $627,000 SO FAR.
09:44:14 AND ON THE HALF-CENT SALES TAX, WHICH COMES FROM THE STATE
09:44:17 OF FLORIDA, WE RECEIVED $2,955,000.
09:44:24 AND WE'VE ALSO RECEIVED $494,000 IN LOCAL OPTION GAS TAX.
09:44:30 I GO BACK TO THE FACT THAT BUT FOR THE INCORPORATION OF THE
09:44:40 VILLAGE OF ESTERO, NONE OF THESE DOLLARS WOULD HAVE FLOWED
09:44:44 TO OUR COMMUNITY.
09:44:45 THEY WOULD HAVE FLOWED TO OTHER PLACES.
09:44:46 I JUST THINK IT'S LATE IN OUR BUDGET YEAR AND WE GET A BIG
09:44:51 PICTURE HERE OF ALL OF THESE EXTRA REVENUES COMING IN.
09:44:55 THERE'S A LOT OF OTHER LITTLE MISCELLANEOUS REVENUES, BUT
09:44:57 THESE LARGE FIGURES GO DIRECTLY INTO OUR GENERAL REVENUE
09:45:02 FUND AND ALLOW US TO DO A LOT OF THE THINGS THAT WE'RE DOING
09:45:05 FOR THE COMMUNITY.
09:45:06 THANK YOU.
09:45:08 >>Mayor Errington: THANK YOU.

09:45:08 ANY OTHER COMMENTS?

09:45:10 I WILL NOW ENTERTAIN A MOTION.
09:45:16 MOTION MADE BY COUNCIL MEMBER BOESCH AND SECONDED BY COUNCIL
09:45:24 MEMBER JIM WARD.
09:45:26 PLEASE CALL THE ROLL.
09:45:29 >>Jim Wilson: AYE.
09:45:30 >>Jim Ward: AYE.
09:45:32 >>Jim Boesch: AYE.
09:45:33 >>Larry Fiesel: AYE.
09:45:35 >>Joanne Ribble: AYE.
09:45:36 >>Vice-Mayor McLain: AYE.
09:45:37 >>Mayor Errington: AYE.
09:45:38 ITEM NUMBER 6, CONSIDERATION OF ITEMS DEFERRED FROM CONSENT
09:45:44 AGENDA.
09:45:45 WE DO NOT HAVE ANY.
09:45:47 ITEM NUMBER 7, 7A.
09:45:53 IT IS THE VIA COCONUT POINT AND WILLIAMS ROAD ROUNDABOUT
09:45:58 LANDSCAPING AND IRRIGATION, RFB 2021-03.
09:46:03 STEVE, WILL YOU INTRODUCE THIS?
09:46:06 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:46:10 THIS ITEM IS PART OF YOUR CAPITAL IMPROVEMENT PROGRAM, AND
09:46:15 IT'S OUR EFFORT TO HELP BEAUTIFY ALL OF OUR ROAD
09:46:20 RIGHTS-OF-WAY OVER A PERIOD OF TIME.
09:46:21 THIS PROJECT HAS BEEN DISCUSSED BEFORE, BUT I'D LIKE TO TURN
09:46:24 IT OVER TO DAVID WILLEMS WHO IS COORDINATING THE PROJECT AND
09:46:30 CAN DESCRIBE THE PROJECT IN GREATER DETAIL.

09:46:33 >>David Willems: GOOD MORNING, MAYOR AND COUNCIL.
09:46:35 SO THIS IS COMING BEFORE THE COUNCIL BECAUSE THE ADJACENT
09:46:41 DEVELOPMENT -- IT WAS CALLED EDERA; NOW IT'S THE RESERVE AT
09:46:45 COCONUT POINT -- RECENTLY COMPLETED THE IMPROVEMENTS IN THE
09:46:49 MEDIANS.
09:46:50 IF YOU GO OVER THERE RIGHT NOW, THE MEDIAN IN FRONT OF THE
09:46:52 DEVELOPMENT ON VIA COCONUT AND WILLIAMS HAS ALREADY BEEN
09:46:55 LANDSCAPED.
09:46:56 IT'S GOT PALM TREES IN THERE AND GROUND COVER AND SOME
09:47:00 SHRUBS.
09:47:01 THE ORIGINAL PLAN INCLUDED MINIMAL LANDSCAPING WITHIN THE
09:47:04 ROUNDABOUT THAT THEY WERE REQUIRED TO INSTALL.
09:47:06 THAT DIDN'T REALLY MATCH -- THAT DESIGN DIDN'T REALLY MATCH
09:47:11 WHAT WE HAVE ESTABLISHED ON ESTERO PARKWAY.
09:47:13 SO THE THOUGHT WAS TO DO SOMETHING A LITTLE BIT MORE GRAND
09:47:15 IN THAT ROUNDABOUT.
09:47:17 AND THEN WE HIRED BRUCE HOWARD.
09:47:19 BRUCE BROUGHT HIS DESIGN TO COUNCIL, AND THAT WAS MUCH
09:47:23 LARGER TREES, MORE SHRUBS.
09:47:26 AND WHAT WE'RE BRINGING BEFORE YOU IS A CONTRACT TO HAVE

09:47:30 SOMEBODY BUILD THOSE IMPROVEMENTS THAT BRUCE HAD DESIGNED.
09:47:34 WHAT WE DID WITH THE DEVELOPER, SINCE THEY WERE SUPPOSED TO
09:47:40 DO SOME LANDSCAPING IN THERE, WE HAD THEM PAY US THE MONEY
09:47:42 THEY WOULD HAVE PAID TO DO THAT, AND WE'RE GOING TO USE THAT
09:47:45 TO OFFSET THE COST THAT WE HAVE.

09:47:47 I THINK THE CONTRACT HERE IS 120,000.
09:47:59 WE HAD ABOUT $56,000 FROM THE DEVELOPER.
09:48:02 SO THAT WILL OFFSET THOSE COSTS.
09:48:07 >>Mayor Errington: ANY QUESTIONS FROM COUNCIL?
09:48:13 >>Jim Ward: DID YOU SAY 56?
09:48:15 >>David Willems: YES.
09:48:17 >>Mayor Errington: NO QUESTIONS, COMMENTS?
09:48:19 OKAY.
09:48:20 HAS ANYONE SIGNED UP TO SPEAK?
09:48:25 >>Carol Sacco: NO, MAYOR.
09:48:27 >>Mayor Errington: ANY E-COMMENTS?
09:48:31 >>Carol Sacco: NO, MAYOR.
09:48:32 >>Mayor Errington: ENTERTAIN A MOTION.
09:48:34 MOTION MADE BY COUNCIL MEMBER RIBBLE.
09:48:36 SECONDED BY COUNCIL MEMBER FIESEL.
09:48:39 PLEASE CALL THE ROLL.
09:48:42 >>Joanne Ribble: AYE.
09:48:42 >>Larry Fiesel: AYE.
09:48:44 >>Jim Boesch: AYE.
09:48:45 >>Jim Ward: AYE.
09:48:47 >>Jim Wilson: AYE.
09:48:49 >>Vice-Mayor McLain: AYE.
09:48:50 >>Mayor Errington: AYE.
09:48:51 ITEM NUMBER 7B IS THE U.S. 41 AND THREE OAKS NORTHERN
09:49:00 MONUMENT SIGN CONSTRUCTION PLANS AND PERMITTING CONTRACT.

09:49:03 STEVE, WE'RE BACK TO YOU.
09:49:05 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:49:08 THIS IS, AGAIN, PART OF YOUR CAPITAL IMPROVEMENT PROGRAM AND
09:49:10 MIGHT BE ONE OF THE MORE SENSITIVE PROJECTS THAT WE'LL EVER
09:49:13 DO, AND THAT IS THE ENTRYWAY SIGNAGE INTO THE VILLAGE.
09:49:16 SENSITIVE BECAUSE EVERYONE HAS AN OPINION ABOUT HOW IT
09:49:20 SHOULD LOOK.
09:49:21 LAST WEEK WE SET UP SOME MOCK SIGNAGE OUT ON THE STREET, AND
09:49:26 WE'D LIKE TO COME BACK TO YOU WITH WHAT WE SAW AND WHAT YOU
09:49:29 SAW, HAVE A DISCUSSION ABOUT THAT AND DECIDE HOW BEST TO
09:49:33 PROCEED.
09:49:33 PART OF THE FEEDBACK IS INCLUDED IN YOUR DESK PACKET WITH
09:49:39 PICTURES OF THE SIGNS AND SOME COMMENTS.
09:49:42 BUT WE HOPE TO TAKE YOUR COMMENTS TODAY AND EITHER PROCEED
09:49:45 WITH BIDS OR TO COME UP WITH ANOTHER REVISION TO THE SIGNS.
09:49:50 AGAIN, DAVID HAS BEEN COORDINATING THE CONSTRUCTION OF THIS,

09:49:54 AND I'LL TURN IT OVER TO HIM, WITH PICTURES.
09:50:00 >>David Willems: GOOD MORNING AGAIN.
09:50:01 I THINK WE HAVE TWO THINGS THAT WE WANT TO DISCUSS RELATIVE
09:50:05 TO THE MONUMENT SIGNS.
09:50:06 WE HAVE ONE THAT IS A CONTRACT.
09:50:09 AND WHAT THAT WILL DO IS IT WILL ALLOW US TO HIRE A
09:50:12 CONSULTANT TO DESIGN THE TWO ENTRY SIGNS ON THE NORTHERN
09:50:15 EDGE OF THE VILLAGE ALONG U.S. 41 AND THREE OAKS PARKWAY.
09:50:19 THOSE SIGNS HAVE NOT REALLY BEEN LOCATED YET, SO THE

09:50:22 CONSULTANT WOULD HELP US DETERMINE WHERE THEY SHOULD BE
09:50:25 LOCATED.
09:50:26 WHAT WE EXPECT IS ON U.S. 41 WHEN YOU'RE HEADING SOUTH IT
09:50:30 LIKELY WOULD BE ON THE RIGHT-HAND SIDE.
09:50:31 THE REASON WE'RE NOT ABLE TO DO THE SIGNS IN THE MEDIAN ON
09:50:34 41 IS BECAUSE OF SOME OF THE CONSTRAINTS THAT F.D.O.T. PUTS
09:50:38 ON THEIR ROADWAYS.
09:50:39 ONE BEING THAT THE DESIGN SPEED IS 50 MILES AN HOUR.
09:50:43 ONCE IT'S ABOVE 45-MILE AN HOUR, IT HAS TO BE A CERTAIN
09:50:47 DISTANCE OFF THE ROAD, WHICH IS MUCH FARTHER THAN IF IT WAS
09:50:51 45.
09:50:51 THE MEDIANS ARE ALSO MORE NARROW.
09:50:53 ON THREE OAKS PARKWAY, WE'RE LIKELY TO BE ABLE TO DO
09:50:58 SOMETHING SIMILAR TO ON THE SOUTH END, BE ABLE TO PUT IT IN
09:51:01 THE MEDIAN.
09:51:02 THE REASON THAT WE'RE ABLE TO DO THAT ON THREE OAKS IS THE
09:51:05 MEDIANS ARE MUCH WIDER AND THE SPEED ON THE ROAD IS LOWER.
09:51:09 IT'S 45.
09:51:10 SO IT'S LOWER THAN WHAT THERE IS ON U.S. 41.
09:51:14 HOPEFULLY WHAT WE CAN DO IS APPROVE THE CONTRACT WITH THE
09:51:17 CONSULTANT SO WE CAN MOVE FORWARD ON THE NORTHERN SIGNS AND
09:51:21 THEN MAYBE THE SECOND PART IS TO TAKE IN THE INPUT AND
09:51:24 EXPLAIN WHAT WE HEARD ON THE SIGNS THAT EVERYBODY LOOKED AT
09:51:27 LAST WEEK.
09:51:30 >>Mayor Errington: ANY COMMENTS?

09:51:37 >>Larry Fiesel: I HAVE A QUESTION.
09:51:38 THE CONTRACT AMOUNT IS SIGNIFICANTLY HIGHER THAN THE
09:51:40 SOUTHERN MONUMENTS.
09:51:42 WHAT PRECIPITATED THAT?
09:51:43 >>David Willems: PART OF IT IS WE DON'T KNOW WHERE IT'S
09:51:47 GOING YET.
09:51:47 ON THE SOUTHERN ONES, WE WERE ABLE TO TELL THEM
09:51:50 APPROXIMATELY THIS LOCATION.
09:51:51 THEY HAD AN UNDERSTANDING OF WHAT UTILITIES WERE THERE, WHAT
09:51:53 SURVEY WOULD BE REQUIRED.
09:51:56 WITH THE NORTHERN ONE, WE'RE NOT ABLE TO GIVE THEM THOSE
09:51:59 CONSTRAINTS.

09:52:01 IN ADDITION, THERE'S AN EXTRA TASK.
09:52:03 THEY HAVE AN EXTRA TASK THAT WILL HELP US DETERMINE WHERE
09:52:06 IT'S LOCATED.
09:52:09 >>Jim Ward: IS THERE ANY CONSIDERATION TO LIGHTING?
09:52:11 WILL IT BE LIT AT NIGHT?
09:52:12 >>David Willems: THE PLAN WOULD BE THAT THEY WOULD BE LIT
09:52:15 SIMILAR TO WHAT THE ONE ON THE BUILDING IS, WHERE THE LOGO
09:52:18 ITSELF IS INTERNALLY LIT AND THEN THE LETTERS WOULD BE
09:52:21 BACKLIT.
09:52:22 >>Jim Ward: SO THERE'S ELECTRIC THERE.
09:52:24 >>David Willems: THAT WOULD BE PART OF THE DESIGN, YES.
09:52:28 >>Mayor Errington: VICE-MAYOR.
09:52:29 >>Vice-Mayor McLain: DAVID, SO THE TOTAL BUDGET FOR MONUMENT

09:52:32 SIGNS NORTH AND SOUTH, BEFORE SIGNS, I TAKE THAT, IS THAT
09:52:38 THE 312,000?
09:52:39 >>David Willems: YES.
09:52:40 >>Vice-Mayor McLain: SO WE'RE GOING TO SPEND ABOUT 80 SOME
09:52:43 THOUSAND FOR ENGINEERING FOR THIS.
09:52:47 DO WE HAVE SUFFICIENT MONEY TO --
09:52:49 >>David Willems: THERE WOULD LIKELY NEED TO BE A BUDGET
09:52:52 AMENDMENT TO BUILD ALL FOUR SIGNS?
09:52:54 >>Vice-Mayor McLain: WHAT DO YOU THINK THE AMENDMENT MIGHT
09:52:56 BE?
09:52:56 >>David Willems: I'M NOT SURE.
09:52:58 DEPENDS ON THE SIZE.
09:52:59 THE SECOND DISCUSSION WE'LL HAVE I'M SURE IS RELATED TO THE
09:53:02 U.S. 41 SIGN NEEDS TO BE BIGGER.
09:53:04 SO THAT'S GOING TO INCREASE THAT COST EVEN MORE.
09:53:08 >>Vice-Mayor McLain: AND ANOTHER QUESTION, I LIKE THE SIGN
09:53:13 ON THREE OAKS AND THE MEDIAN.
09:53:15 IT POPS REALLY NICELY AS YOU COME IN HERE.
09:53:20 I DROVE BY ON 41 AND I THINK I DROVE BY IT THE FIRST TIME
09:53:25 AND DIDN'T SEE IT.
09:53:27 SO YOU HAD IT ON THE SIDEWALK THERE.
09:53:30 IS THAT GOING TO BE PLACED TO THE WEST OF THE SIDEWALK
09:53:34 CLOSER TO 41 YOU THINK?
09:53:35 >>David Willems: SO, AFTER -- THE CURRENT DESIGN IS NO.
09:53:40 IT'S RIGHT WHERE IT'S SHOWN.

09:53:43 WHAT I'VE ASKED THE DESIGNER TO DO IS WITH WHERE THE
09:53:46 UTILITIES ARE RIGHT NOW, WHERE CAN WE MOVE THAT SIGN SO THAT
09:53:49 IT'S CLOSER?
09:53:50 GET IT AS CLOSE AS WE CAN TO THE ROADWAY.
09:53:52 THERE'S A GAS MAIN THAT RUNS RIGHT ALONG THE ROAD THERE.
09:53:55 >>Vice-Mayor McLain: AND YOU HAVE A SWALE.
09:53:58 >>David Willems: WE CAN MOVE THE SWALE TO A CERTAIN DEGREE.
09:54:02 PREVIOUS DISCUSSIONS WERE THAT WE DIDN'T REALLY WANT TO BE

09:54:06 MOVING UTILITIES, AND THAT'S WHY IT'S SO FAR OFF THE ROAD.
09:54:09 THERE'S ALSO, I BELIEVE, A WATER LINE THROUGH THERE.
09:54:12 THAT PROBABLY COULD BE MOVED, BUT IT WOULD BE EXPENSIVE TO
09:54:15 MOVE IT.
09:54:16 I'VE ASKED THEM TO MOVE IT AS CLOSE AS THEY CAN AND THEN
09:54:21 WE'LL BE ABLE TO RELOOK AT IT.
09:54:24 >>Vice-Mayor McLain: I THINK IT'S IMPORTANT THAT WE HAVE
09:54:25 CONTINUITY IN THE SIGN DESIGN.
09:54:29 BUT THAT SIGN FOR SOME REASON JUST DOESN'T POP.
09:54:32 >>David Willems: I THINK WHAT WE LEARNED WHEN WE LOOKED AT
09:54:37 THAT, THERE ARE A COUPLE OF ISSUES.
09:54:38 ONE IS, THAT WAS DONE IN THE MORNING.
09:54:40 IT WAS ALSO DONE ON A CLOUDY DAY.
09:54:43 I'VE GONE OUT TO THAT SITE A COUPLE OF TIMES SINCE, AND THE
09:54:46 LARGE STORAGE BUILDING AND THE LARGE OAK TREES THAT THEY
09:54:49 HAVE THERE CAST A SHADOW OVER THAT ENTIRE AREA UNTIL
09:54:55 PROBABLY ALMOST NOON.

09:54:56 SO THE FIRST PART OF THE DAY THAT SIGN IS IN THE DARK
09:55:00 BASICALLY.
09:55:01 SO THAT'S ONE REASON, I THINK, YOU DON'T PERCEIVE IT.
09:55:04 WHERE ON THREE OAKS PARKWAY, BECAUSE THERE'S NOTHING ON THE
09:55:07 SIDE, YOU SEE THE LIGHT SHINING ON THAT SIGN ALL DAY LONG.
09:55:11 SO WE'LL HAVE TO TRY TO FIGURE OUT WHAT WE CAN DO.
09:55:14 MAYBE IT HAS TO MOVE A LITTLE BIT FURTHER NORTH BECAUSE THEN
09:55:17 YOU DON'T HAVE THE SHADE OF THE OAKS AND THE BUILDING.
09:55:22 SO WE'LL HAVE TO WORK THROUGH THAT PART OF IT.
09:55:25 >>Joanne Ribble: DIDN'T WE ALSO CONSIDER MAYBE RAISING IT
09:55:29 UP, SOME KIND OF BASE WOULD BE NEEDED TO PUT THE SIGN ON.
09:55:33 >>David Willems: RAISE IT UP AND THEN THE OTHER, I THOUGHT
09:55:37 ONE OF THE OTHER THINGS THAT WAS DISTRACTING WAS THE
09:55:39 QUARTERLY MAINTENANCE THAT'S DONE ON THAT SWALE.
09:55:44 SO THE VEGETATION IN THAT SWALE WAS REALLY HIGH.
09:55:47 WHAT WE COULD DO IS WHEN WE BUILD THE SIGN, WE COULD TALK TO
09:55:51 D.O.T. ABOUT US ACTUALLY HANDLING THE MAINTENANCE OF THAT
09:55:57 SWALE SO THAT WE'RE ABLE TO CONTROL THAT THAT GETS CUT DOWN
09:55:58 ALL THE TIME SO IT'S NOT DISTRACTING FROM THE SIGN.
09:56:00 >>Mayor Errington: ANY OTHER QUESTIONS?
09:56:01 THAT LAST IDEA SOUNDS GOOD BECAUSE IF WE PUT A SIGN ACROSS
09:56:07 THE STREET WHERE IT IS NOW, WAS, THE TALL GRASS WOULD BE A
09:56:14 REFLECTION ON US AS A VILLAGE.
09:56:17 IT WOULD LOOK LIKE WE DON'T MAINTAIN.
09:56:19 >>David Willems: YES.

09:56:20 >>Mayor Errington: MAYBE IF YOU CAN NEGOTIATE AND GET THAT
09:56:21 GRASS, THAT WOULD BE AN IDEAL LOCATION.
09:56:23 >>David Willems: I DON'T THINK D.O.T. WILL HAVE ANY ISSUE
09:56:26 ALLOWING US TO MAINTAIN THE RIGHT-OF-WAY.

09:56:28 >>Mayor Errington: THAT LOOKS PRETTY ROUGH RIGHT THERE.
09:56:30 SO IF WE HAD IT, THAT WOULD BE A PLUS FOR US.
09:56:33 >>David Willems: YES.
09:56:36 >>Mayor Errington: YES.
09:56:38 >>Jim Ward: THAT WAS ONE OF THE QUESTIONS I HAD
09:56:39 ORIGINALLY.
09:56:40 WHEN I PASSED IT, I NOTICED THE VEGETATION WAS PRETTY HIGH.
09:56:43 I'M GLAD YOU'RE ADDRESSING THAT.
09:56:45 WOULD THERE BE A POSSIBILITY OF MULCHING THAT AREA RATHER
09:56:48 THAN JUST HAVING A GRASS AREA?
09:56:51 >>David Willems: I DON'T KNOW THAT WE WOULD JUST MULCH IT,
09:56:54 BUT THERE COULD BE AN OPPORTUNITY TO LANDSCAPE IT.
09:56:56 SO MAYBE THE ORIGINAL IDEA WAS JUST TO LANDSCAPE AROUND THE
09:57:00 SIGN, BUT MAYBE WE COULD DO SOMETHING TO WHAT WE JUST DID IN
09:57:04 THE NORTHERN AREA OF THE VILLAGE WHERE THERE IS LANDSCAPING
09:57:06 NOW ON THE SHOULDER OF THE ROAD AND WE COULD INCORPORATE
09:57:09 SOMETHING LIKE THAT, ABSOLUTELY.
09:57:10 >>Jim Ward: THANK YOU.
09:57:13 >>Mayor Errington: ANY MORE QUESTIONS?
09:57:14 ANYBODY SIGN UP?
09:57:17 >>Carol Sacco: NO, MAYOR.

09:57:18 >>Mayor Errington: NO E-COMMENTS?
09:57:19 >>Carol Sacco: NO, MAYOR.
09:57:20 >>Mayor Errington: I WILL NOW ENTERTAIN A MOTION?
09:57:23 MOTION MADE BY COUNCIL MEMBER JIM WILSON AND SECONDED BY
09:57:28 COUNCIL MEMBER JIM WARD.
09:57:29 PLEASE CALL THE ROLL.
09:57:33 >>Jim Wilson: AYE.
09:57:34 >>Jim Ward: AYE.
09:57:36 >>Jim Boesch: AYE.
09:57:37 >>Larry Fiesel: AYE.
09:57:38 >>Joanne Ribble: AYE.
09:57:40 >>Vice-Mayor McLain: AYE.
09:57:41 >>Mayor Errington: AYE.
09:57:42 IT LOOKS LIKE YOU'RE STAYING.
09:57:47 >>David Willems: ONE MORE.
09:57:48 >>Mayor Errington: NOW WE WILL BE ON ITEM 7C, ESTERO ON THE
09:57:54 RIVER PHASE 1 DESIGN CONTRACT.
09:57:56 STEVE, I WILL GIVE IT TO YOU.
09:58:01 >>Steven Sarkozy: [INAUDIBLE] -- 52 ACRES AT THE CORNER OF
09:58:09 CORKSCREW AND U.S. 41.
09:58:11 WE LEFT OPEN WHAT TO DO WITH THAT PROPERTY, BUT THE GENERAL
09:58:16 CONSENSUS SEEMS TO BE THAT THE PROPERTY ON THE SOUTH SIDE OF
09:58:20 THE RIVER IS SO UNIQUE FROM AN ENVIRONMENTAL STANDPOINT, AND
09:58:24 ALSO SO HISTORICAL IN MANY WAYS BECAUSE OF THE ADJOINING
09:58:31 KORESHAN STATE PARK AND THE PRIOR PRESENCE OF THE KORESHAN

09:58:34 COMMUNITY IN THAT AREA, THAT WE RETAIN THAT PARCEL AND
09:58:39 DEVELOP IT FOR THE PASSIVE USE OF THE COMMUNITY.
09:58:41 WHAT WE'D LIKE TO DO IS DEVELOP A PLAN FOR THAT PURPOSE TO
09:58:48 THE POINT OF HAVING CONSTRUCTION DRAWINGS, BUT ACTUALLY
09:58:51 BRING BACK THAT DECISION POINT TO THE VILLAGE COUNCIL AT A
09:58:54 FUTURE MEETING TO RETAIN THAT PARCEL AND THEN BUILD THE
09:58:59 PATHWAY, IF THAT'S YOUR CHOICE.
09:59:00 THIS PROPOSAL -- THIS ACTION BEFORE COUNCIL IS TO ENGAGE A
09:59:08 CONSULTANT TO HELP US ON THE DESIGN AND THE CONSTRUCTION
09:59:12 DRAWINGS FOR THOSE -- FOR THAT PATHWAY.
09:59:15 I'LL LET DAVID EXPLAIN THE PROCESS HERE AND WHAT WE HAVE TO
09:59:21 GO THROUGH, BUT IT'S NOT SIMPLY THROWING DOWN A LITTLE
09:59:24 GRAVEL AND ANNOUNCE THAT IT'S A PATH.
09:59:28 BUT THERE'S A GREAT OPPORTUNITY FOR US TO CREATE A REAL
09:59:34 AMENITY FOR THE COMMUNITY BECAUSE THAT PROPERTY IS SO
09:59:38 UNIQUE.
09:59:40 I'LL TURN IT OVER TO DAVID FOR FURTHER EXPLANATION.
09:59:45 >>David Willems: TRY TO GIVE JUST A QUICK BACKGROUND.
09:59:47 DAVID BARTH AND ASSOCIATES DID A PARKS AND REC MASTER PLAN.
09:59:52 THEY KNEW THAT WE HAD PURCHASED THIS PROPERTY AND SHOWED
09:59:56 SOME IDEAS OF WHAT COULD BE DONE ON THE PROPERTY.
09:59:59 SUBSEQUENT TO THAT, WE HIRED DAVID BARTH TO COME UP WITH A
10:00:02 CONCEPT OF WHAT WE COULD DO FROM A RECREATIONAL STANDPOINT.
10:00:07 THAT'S THE SOUTH PARCEL.
10:00:08 AND HE CAME UP WITH A LAYOUT FOR A TRAIL SYSTEM.

10:00:13 AND WHAT'S BEFORE YOU IS A CONTRACT TO IMPLEMENT THE FIRST
10:00:16 PHASE OF THAT TRAIL SYSTEM.
10:00:19 WHAT WE EXPECT IT WOULD BE IS SOMEWHAT OF A LOOP AROUND THE
10:00:23 PROPERTY, DEPENDING ON WHAT THE LAYOUT IS, IT COULD BE HALF
10:00:27 TO THREE-QUARTERS OF A MILE TRAIL.
10:00:29 SOME OF THAT COULD BE DONE RELATIVELY QUICKLY BECAUSE THERE
10:00:31 ARE SOME EXEMPTIONS FOR TRAIL SYSTEMS, AND THEN WE COULD
10:00:35 HAVE A TEMPORARY TRAILHEAD RIGHT ALONG CORKSCREW ROAD WHERE
10:00:39 THE HAPPEHATCHEE IS.
10:00:41 WE COULD GET THAT DONE RELATIVELY QUICKLY.
10:00:43 ALSO INCLUDED IN THIS IS TO DO THE DESIGN FOR A PATHWAY -- A
10:00:48 PEDESTRIAN BRIDGE THAT WOULD GO OVER THE ESTERO RIVER AND
10:00:51 CONNECT TO THE NORTHERN PART.
10:00:53 AND THEN ULTIMATELY HAVE A PARKING LOT AND TRAILHEAD ON THE
10:00:57 NORTH SIDE AND THE SOUTH SIDE FOR THE INTERIM WOULD REALLY
10:00:59 JUST BE THE TRAIL.
10:01:00 PEOPLE WOULD COME, PARK ON THE NORTH SIDE, AND THEN WALK THE
10:01:03 TRAIL, WALK OVER THE BRIDGE AND DO THE TRAIL SYSTEM ON THE
10:01:07 SOUTH SIDE.
10:01:07 SO THIS IS THE PLANNING FOR THAT, THE DESIGN, AND THE
10:01:12 PERMITTING.
10:01:12 THE ONLY PART THIS DOES NOT INCLUDE IS THE ACTUAL STRUCTURAL

10:01:16 ENGINEERING DESIGN FOR THE BRIDGE.
10:01:19 WE'LL BE HIRING A DIFFERENT CONSULTANT TO DO THAT.
10:01:21 BUT THIS IS THE HYDRAULIC MODELING, AND ALL OF THAT, THAT

10:01:24 WOULD TAKE IT TO GO TO CONSTRUCTION.
10:01:27 >>Mayor Errington: ANY QUESTIONS?
10:01:32 >>Jim Boesch: YES.
10:01:32 DAVID, ALONG THE WAY WE TALKED ABOUT SOLAR.
10:01:36 I THINK YOU WANT TO PRESENT THE PROPOSAL FOR SOLAR LIGHTS IN
10:01:41 THE PARKING LOT AND SO FORTH AND SO ON.
10:01:43 AND WE ARE NOW MOVING TOWARDS THAT KIND OF CONCEPT.
10:01:49 I WOULD HOPE THAT YOU WOULD CONSIDER SOLAR IN THE PARKING
10:01:54 LOT, BUT ALSO THAT PLACE HAS TO BE LIGHTED AT NIGHT BECAUSE,
10:02:00 AS WE KNOW, A LOT OF ACTIVITY IS -- ALONG AND UNDER THE
10:02:05 TUNNEL, SO FORTH AND SO ON.
10:02:07 IF WE'RE GOING TO ENCOURAGE PEOPLE TO ATTEND THAT PASSIVE
10:02:11 SITUATION, IT'S ALSO GOT TO INCLUDE SOME TIME AT NIGHT.
10:02:18 WHEN YOU SIT DOWN WITH BARTH AND SO FORTH, I WOULD HOPE THAT
10:02:20 YOU WOULD INCLUDE THAT CONCEPT IN THIS WHOLE THING.
10:02:25 IF WE GO AHEAD AND DO THIS HERE, IT DOESN'T BECOME A
10:02:29 DAYTIME.
10:02:29 IT BECOMES A SITUATION.
10:02:33 ALSO FORESEE IN THE FUTURE WE'RE GOING TO HAVE SOME TYPE OF
10:02:36 MAYBE A COMMUNITY OR RETAIL, SOMETHING, ACROSS THE RIVER, SO
10:02:40 WE ALSO WANT TO THINK ABOUT MAKING THAT A PARK WHERE PEOPLE
10:02:46 CAN COME AND GO ACROSS AND NOT.
10:02:49 SO I THINK THERE'S A LOT OF THOUGHT THAT HAS TO GO INTO IT
10:02:53 NOW THAT YOU'RE AT THIS POINT THAT WE'RE GOING, AND WE
10:02:56 ADDRESS ALL THOSE THINGS BEFORE AT THE END WE TURN AROUND,

10:03:01 OH, WE DIDN'T DO THAT, WE HAVE TO START ALL OVER AGAIN.
10:03:04 >>David Willems: I THINK THOSE ARE GREAT POINTS.
10:03:05 THE ONE THING I DIDN'T SAY IS THERE IS A FENCE IN THIS AS
10:03:08 WELL, TO DESIGN A FENCE FOR THE SECURITY PART.
10:03:11 AND THEN IF YOU GET INTO THE DETAILS OF THE CONTRACT, WE
10:03:14 INCLUDED IN THERE WHEN WE DO THE PATH TO RUN THE CONDUIT FOR
10:03:19 ELECTRICAL IN THE FUTURE.
10:03:21 WE'RE PROBABLY NOT GOING TO DO THAT WITH THIS PHASE, BUT WE
10:03:24 WANTED TO HAVE THAT IN THERE SO IN THE FUTURE WE'RE ABLE TO
10:03:27 DO THAT AND WATER.
10:03:28 YOU WANT DRINKING FOUNTAINS AND DIFFERENT THINGS ALONG THE
10:03:32 PATH.
10:03:34 >>Joanne Ribble: JIM BROUGHT UP A POINT ABOUT LIGHTING, BUT
10:03:37 SAFETY IS A CONCERN THERE, AND I KNOW THAT YOU'RE
10:03:39 CONSIDERING A PERIMETER FENCE.
10:03:42 MAYBE WE SHOULD CONSIDER HAVING THE PATH BE LIKE A DAWN TO
10:03:46 DUSK.
10:03:47 I DON'T KNOW IF YOU CAN SECURE, LET'S SAY, THE NORTHERN END

10:03:50 OF IT.
10:03:52 MAYBE THAT'S THE OPTION WE NEED TO GO RATHER THAN PUT
10:03:55 NIGHTTIME LIGHTING IN THERE.
10:03:57 LOOK AT THAT OPTION, TOO, AND SEE IF WE CAN SECURE IT SO
10:04:02 IT'S CLOSED OFF DURING THE EVENING HOURS.
10:04:05 STILL REMAINS TO BE SEEN WHAT ALL WILL BE IN THERE.
10:04:10 IF THERE'S SOMETHING IN THERE THAT NEEDS ACCESS FOR EVENING

10:04:13 HOURS, LIKE IF SOMETHING GETS IN THERE, LIKE A RESTAURANT OR
10:04:17 WHATEVER, MAYBE WE WOULD ALTER THAT.
10:04:19 BUT LOOK AT BOTH CONCEPTS AND SEE HOW WE WANT TO HANDLE
10:04:22 THAT.
10:04:22 >>David Willems: YEAH.
10:04:23 I THINK AT THIS POINT, ANYTHING IS ON THE TABLE.
10:04:26 WE'LL BE ABLE TO DECIDE THAT WHEN WE GET FURTHER ALONG.
10:04:33 >>Vice-Mayor McLain: DAVID, ON 41, THERE IS A CUT FOR
10:04:35 TRAFFIC OR DRIVE-THROUGH ONTO THAT SOUTH SIDE THERE.
10:04:41 THE CONCERN I HAVE IS WE'RE GOING TO HAVE A BRIDGE THERE AND
10:04:44 OBVIOUSLY HANDICAP COULD USE THAT BRIDGE IF DESIGNED THAT
10:04:47 WAY.
10:04:49 THAT COULD BE A PRETTY LONG PUSH FOR THE WHEELCHAIR OR
10:04:52 HANDICAP PEOPLE TO WALK OVER IT.
10:04:54 WOULD IT BE POSSIBLE TO USE THAT CUT IN THE ROAD TO AT LEAST
10:04:58 ESTABLISH SOME PARKING WITHIN THE SOUTH SIDE AS OPPOSED TO
10:05:03 RELYING TOTALLY ON THE NORTH?
10:05:05 THAT COULD BE JUST HANDICAP OR POSSIBLY A COUPLE OF OTHERS
10:05:09 IN THERE.
10:05:10 THE OTHER CONCERN I HAVE WITH PARKING, ON THE NORTH SIDE,
10:05:15 WE'RE GOING TO HAVE THE ESTERO RIVER OUTFITTERS, WHICH HAS
10:05:20 FAIRLY HEAVY TRAFFIC AND PARKING FOR RENTAL OF THEIR CANOES.
10:05:27 THE DEMAND FOR PARKING COULD BE QUITE HIGH ON THAT NORTH
10:05:31 SIDE.
10:05:32 WE'VE GOT A PLAN, I UNDERSTAND, ALONG THE RIVERFRONT THERE.

10:05:35 I DON'T WANT TO MAKE IT INTO JUST A PARKING LOT.
10:05:38 I'D KINDA LIKE TO HAVE US LOOK A LITTLE BIT IF THE WETLANDS
10:05:42 AND THE LIKE ARE AN ISSUE, AS TO PUT SOME PARKING ON THAT
10:05:46 SOUTH SIDE, ONE FOR HANDICAP AND, TWO, MAYBE JUST FOR
10:05:49 OVERFLOW TO AVOID TOO MUCH CONGESTION ON THAT, I THINK,
10:05:54 PREMIER RIVERFRONT PROPERTY ON THE NORTH SIDE LOOKING SOUTH.
10:06:00 PLEASE TAKE THAT INTO CONSIDERATION.
10:06:03 >>David Willems: SO THERE WILL BE -- THE TEMPORARY PARKING
10:06:06 LOT WILL BE ON THE SOUTH SIDE, AND IT PROBABLY WOULDN'T BE A
10:06:09 HUGE DEAL TO KEEP THAT, IF WE HAD TO, INTO THE FUTURE.
10:06:13 THAT COULD DEFINITELY BE PART OF THE PLANNING.
10:06:15 I WOULD EXPECT IT WOULD BE ON CORKSCREW ROAD, THOUGH,
10:06:20 BECAUSE D.O.T. IS GOING TO BE VERY PROTECTIVE OF THE
10:06:23 DRIVEWAY CUT THAT PEOPLE ARE USING THAT CLOSE TO THE ESTERO

10:06:26 RIVER BRIDGE.
10:06:27 >>Vice-Mayor McLain: I'M OKAY.
10:06:28 >>David Willems: IT MAY WORK BETTER, TOO, BECAUSE YOU'RE AT
10:06:30 OPPOSITE ENDS THEN.
10:06:31 >>Vice-Mayor McLain: YEAH, I WOULD AGREE WITH THAT.
10:06:34 AND THEN THE QUESTION AND COST ON THIS BRIDGE, SO THE PEOPLE
10:06:39 THAT ARE GETTING $407,000 POTENTIALLY FOR THIS, THEY ARE
10:06:45 GOING TO ILLUSTRATE A BRIDGE GOING ACROSS, BUT TECHNICAL
10:06:49 DETAILS OF THIS, THE ENGINEERING OF IT, IS GOING TO BE
10:06:54 ANOTHER CONTRACT FOR SOMEBODY ELSE TO COME UP WITH THE
10:06:58 SPECIFICATIONS FOR THAT.

10:06:59 >>David Willems: RIGHT.
10:06:59 IT WOULD BE A STRUCTURAL ENGINEER.
10:07:05 >>Vice-Mayor McLain: ALL RIGHT.
10:07:06 >>Mayor Errington: YES, JIM.
10:07:08 >>Jim Ward: MY UNDERSTANDING IS THAT WE'RE THINKING OF
10:07:10 LEAVING SOME OF THE STRUCTURES THAT ARE ON THAT PROPERTY ON
10:07:13 THE SOUTH SIDE AS WELL AS POTENTIALLY USING OTHER
10:07:16 STRUCTURES.
10:07:17 IS THAT GOING TO BE INCORPORATED IN THIS DESIGN, THE LAYOUT
10:07:22 OF TRAILS AND EVERYTHING?
10:07:24 >>David Willems: I THINK WE HAVE TO HAVE A DISCUSSION.
10:07:27 I'M NOT REAL CLEAR ON WHICH ONES WOULD STAY OR NOT.
10:07:30 SO I THINK THAT DISCUSSION NEEDS TO BE HAD.
10:07:34 SEVERAL STRUCTURES HAD BEEN REMOVED OVER THE LAST SEVERAL
10:07:38 MONTHS, BUT THERE ARE, I DON'T KNOW, THREE OR FOUR THAT
10:07:40 STILL REMAIN ON THAT SOUTH SIDE.
10:07:42 SO WE WOULD DEFINITELY HAVE TO DISCUSS THAT AND INCORPORATE
10:07:45 THAT INTO ANY DESIGN WE DO, YES.
10:07:47 >>Jim Ward: THAT WOULD BE DISCUSSED AND INCORPORATED --
10:07:50 >>David Willems: YES, BEFORE THE DINE IS FINISHED, YES.
10:07:52 >>Jim Ward: DO YOU HAVE AN OVERALL SENSE OF TIMING ON THE
10:07:55 DESIGN WORK AND THE ACTUAL CONSTRUCTION WORK?
10:07:59 JUST A BALLPARK?
10:08:03 >>David Willems: IT CAN GO A LOT QUICKER IF WE QUALIFY FOR
10:08:07 THE EXEMPTIONS FOR TRAILS.

10:08:11 IF WE DON'T HAVE TO GO THROUGH WETLANDS, IF WE DON'T HAVE TO
10:08:13 FILL, THOSE PLANS CAN HAPPEN PRETTY QUICKLY.
10:08:16 I WOULD THINK WITHIN A COUPLE OF MONTHS, AND THEN YOU'RE
10:08:19 ABLE TO START CONSTRUCTION.
10:08:20 IF WE GET INTO A WHOLE LOT OF WETLAND PERMITTING AND THINGS
10:08:23 LIKE THAT, THEN IT'S A MUCH LONGER TIME FRAME.
10:08:26 >>Jim Ward: AND CONCEIVABLY, IT COULD BE OPEN TO THE PUBLIC
10:08:31 BY -- A TIME FRAME?
10:08:33 >>David Willems: IF WE DIDN'T HAVE TO GET PERMITS, MAYBE
10:08:38 MIDDLE TO EARLY PART OF NEXT YEAR.

10:08:42 >>Jim Ward: THANK YOU.
10:08:43 >>Mayor Errington: THAT SOUNDS GOOD.
10:08:46 >>Joanne Ribble: ARE WE GOING AFTER ANY GRANT MONEY FOR
10:08:48 THIS?
10:08:50 >>David Willems: NOT SPECIFICALLY GRANT MONEY.
10:08:54 >>Joanne Ribble: COULD WE LOOK INTO THAT?
10:08:55 >>David Willems: YES, WE ARE LOOKING INTO THAT.
10:08:57 WE JUST DON'T HAVE THAT LINED UP RIGHT NOW THAT IT'S GOING
10:09:00 TO PAY FOR IT.
10:09:02 >>Mayor Errington: I THINK WE'RE TRYING TO GET ALL THE GRANT
10:09:04 MONEY WE CAN FOR EVERYTHING.
10:09:06 WE HAVEN'T LEFT ANYTHING OUT, THAT WE THINK WE CAN TRY TO
10:09:11 GET.
10:09:13 >>Vice-Mayor McLain: THE TIMING ON THE GRANT MONEY, WE NEED
10:09:15 TO GET THE PLAN DONE AND THEN APPLY FOR THE GRANTS?

10:09:18 >>David Willems: THERE ARE DIFFERENT TYPES OF GRANTS.
10:09:20 SOME NEED MORE DETAILS THAN OTHERS.
10:09:21 WE'RE WORKING ON SOME RIGHT NOW TO SEE IF WE CAN GET
10:09:24 FUNDING.
10:09:24 THAT IS PART OF WHAT WE'RE WORKING ON.
10:09:25 WE JUST DON'T HAVE ANYTHING THAT SAYS THIS IS GOING TO GO TO
10:09:28 THIS PROJECT YET.
10:09:30 >>Mayor Errington: I THINK IT'S SIGNIFICANT, TOO, IS THAT
10:09:33 WHEN HAPPEHATCHEE DONATED THE PROPERTY TO THE VILLAGE OF
10:09:36 ESTERO, THAT WE DID MAKE AN AGREEMENT WITH THE NONPROFIT
10:09:42 OWNERS THAT WE WOULD KEEP A COUPLE OF THE BUILDINGS THERE,
10:09:45 AND WE WOULD WORK AROUND THOSE.
10:09:49 SO THAT'S A GIVEN.
10:09:52 >>David Willems: MY DISCUSSION WAS ON THE OTHER PROPERTY.
10:09:53 NOT THE HAPPEHATCHEE.
10:09:55 >>Mayor Errington: THE SOUTH SIDE.
10:09:56 SO WE WANT TO MAKE SURE OF THAT.
10:09:57 AND THEN ALSO, I WAS PLEASED TO LOOK AT WHAT WE HAVE SEEN IN
10:10:02 THIS.
10:10:04 ALL THOSE TREES THAT ARE BEING PROTECTED.
10:10:07 IT'S FABULOUS.
10:10:09 ALL THOSE HERITAGE OAKS AND THE HUNDREDS OF OTHER OAK TREES,
10:10:13 PALM TREES AND PINE TREES, IT'S JUST WONDERFUL.
10:10:19 SO WE WILL TRULY BE TRYING TO DO SOMETHING THAT THE VILLAGE
10:10:23 OF ESTERO PLACED ALMOST NUMBER ONE, AND THAT WAS TO HAVE

10:10:27 GREENSPACE AND PARKS.
10:10:28 AND THIS WILL BE THE BEGINNING.
10:10:30 AND THOSE TREES, THAT'S A LOT, SAYING A LOT TO LOOK AT WHAT
10:10:36 WILL BE PRESERVED THERE.
10:10:38 IF WE DON'T HAVE ANY OTHER DISCUSSION, DO WE HAVE ANY
10:10:43 COMMENTS?

10:10:44 >>Carol Sacco: YES, MAYOR, WE DO.
10:10:45 >>Mayor Errington: WERE YOU FINISHED, DAVID?
10:10:47 >>David Willems: YES.
10:10:47 >>Carol Sacco: YES, MAYOR.
10:10:48 I HAVE PATTI WHITEHEAD.
10:10:49 REPRESENTING HERSELF.
10:10:57 >> HI.
10:10:57 GOOD MORNING, COUNCIL.
10:10:58 SO MUCH TO COVER ON THE 67 ACRES, RIGHT?
10:11:02 IT HAS SO MUCH POTENTIAL FOR PRESERVATION AND RESTORATION.
10:11:07 I GUESS I'M PRETTY PLEASED WITH WHAT I'VE HEARD SO FAR.
10:11:11 WITH REGARD TO THE -- FIRST, LET ME COVER ABOUT THE PARKING
10:11:13 LOTS.
10:11:14 THREE MINUTES ISN'T GOING TO GIVE ME ALL THE TIME I NEED,
10:11:16 BUT HOPEFULLY FUTURE MEETINGS THAT CAN ENGAGE NOT JUST
10:11:20 MYSELF BUT OTHER MEMBERS OF THE PUBLIC.
10:11:21 I'M SURE THERE ARE MANY PEOPLE OUT THERE THAT HAVE THOUGHTS
10:11:24 ON THIS THAT NEED TO PROVIDE THEIR INPUT.
10:11:26 WITH REGARD TO THE PARKING LOTS, I'D RATHER NOT SEE --

10:11:29 DEFINITELY NOT SEE IMPERVIOUS PARKING LOTS.
10:11:31 I'D LIKE TO SEE NON-IMPERVIOUS PARKING LOTS, SPECIFICALLY,
10:11:35 PARKING LOTS THAT FOLLOW THE MODEL OF BONITA SPRINGS
10:11:38 BIOREACTOR PARKING LOT, WHERE ESSENTIALLY YOUR PARKING LOT
10:11:41 FUNCTIONS NOT JUST TO PARK CARS BUT TO CLEANSE THE WATER.
10:11:44 SO IT RECEIVES STORMWATER COMING IN FROM BELOW AND THEN
10:11:50 THROUGH A PROCESS OF FILTERS AND NATURAL FILTERS AND SOME
10:11:53 ENGINEERED FILTERS, IT DISCHARGES THE WATER TO THE OTHER END
10:11:57 AND THEN THAT GETS DISPERSED INTO THE RIVER AT A MUCH MORE
10:12:01 HIGHLY CLEANSED STATE.
10:12:02 SO LET'S LOOK AT THAT.
10:12:04 I DON'T KNOW -- I DON'T KNOW WHO I SHOULD ASK ABOUT THIS.
10:12:09 DAVID, ARE THEY CONSIDERING BIOREACTOR PARKING LOTS?
10:12:13 >>Mayor Errington: WE DON'T DO DISCUSSION.
10:12:14 >> OKAY.
10:12:15 WE DON'T DO DISCUSSION.
10:12:16 I GUESS I'LL TALK TO DAVID AFTERWARDS.
10:12:18 I THINK THIS IS IMPORTANT AND NEEDS TO BE ENTERED INTO THE
10:12:23 MIX HERE FOR ENGINEERING PURPOSES.
10:12:26 SO, HERE, I HAVE SOME HANDOUTS.
10:12:30 IF YOU LOOK AT THIS, IT TELLS YOU EVERYTHING YOU NEED TO
10:12:39 KNOW ABOUT WHERE PARKING LOTS CAUSE A PROBLEM.
10:12:41 BASICALLY, THE HANDOUT SAYS THAT ONE INCH OF RAIN DISCHARGED
10:12:51 ON ONE ACRE OF FOREST OR WETLAND ONLY AMOUNTS TO 750 GALLONS
10:12:55 OF RUNOFF.

10:12:57 BUT ONE INCH OF RAIN ON ONE ACRE OF PARKING LOT AMOUNTS TO
10:13:01 27,000 GALLONS OF RUNOFF.

10:13:03 SO THAT'S WHAT HAPPENS WHEN YOU PUT AN ASPHALT PARKING LOT
10:13:06 IN PLACE OR CONCRETE PARKING LOT.
10:13:08 THE OTHER THING IS I GUESS MY OTHER CONCERN, MAIN CONCERN
10:13:15 BASED ON WHAT WAS BROUGHT UP THIS MORNING IS THE RESTAURANT.
10:13:17 ALL RIGHT.
10:13:18 SO, NUMBER ONE, THAT RIVER IS NOT SOME BIG ROBUST, YOU KNOW,
10:13:22 SCENIC RIVER.
10:13:23 IT'S BASICALLY WHAT WOULD EQUATE TO A STREAM OR A CREEK IN
10:13:29 ANY OTHER ENVIRONMENT, RIGHT, IN TERMS OF ITS WIDTH AND ITS
10:13:31 VELOCITY.
10:13:33 IT IS A SENSITIVE RIVER.
10:13:34 WE KNOW THAT.
10:13:34 ALREADY HIGHLY IMPACTED.
10:13:36 I THINK PUTTING A RESTAURANT RIGHT UP AGAINST THE RIVER TO
10:13:38 SAY, OH, WE HAVE A RIVER VIEW WOULD BE THE WRONG WAY TO GO.
10:13:41 IT'S NOT THAT YOU DON'T HAVE OTHER FRONTAGE ALONG 41 WHERE
10:13:45 YOU COULD BUILD A RESTAURANT.
10:13:46 IT WOULD BE SIGNIFICANTLY DISTANCED AND BUFFERED FROM THE
10:13:49 RIVER, SO IT WOULD NOT CREATE THAT IMPACT.
10:13:52 IT SEEMS LIKE YOU HAVE THIS PUSH-PULL BETWEEN NIGHTTIME
10:13:56 USAGE OF THE PARK --
10:13:59 >>Mayor Errington: IT'S OVER.
10:14:00 THANK YOU.

10:14:01 >> I'LL BRING MORE PEOPLE NEXT TIME AND WE'LL TALK ABOUT IT.
10:14:04 >>Mayor Errington: LET ME MAKE A SUGGESTION.
10:14:06 NEXT TIME, WHEN YOU PASS OUT SOMETHING LIKE THIS, LET US
10:14:09 KNOW WHERE YOU GOT YOUR INFORMATION.
10:14:11 >> I WILL ACTUALLY FIND THE SOURCE OF THIS.
10:14:13 >>Mayor Errington: IT NEEDS TO BE DOCUMENTED.
10:14:15 ANYTHING YOU HAND OUT, WHERE DID YOU GET YOUR SOURCE.
10:14:18 OKAY?
10:14:18 IT'S FOR FUTURE USE.
10:14:21 THANK YOU.
10:14:21 ANYONE ELSE?
10:14:24 >>Carol Sacco: NO, MAYOR.
10:14:25 >>Mayor Errington: ANY E-COMMENTS?
10:14:27 >>Carol Sacco: NO MAYOR.
10:14:28 >>Mayor Errington: THANK YOU.
10:14:29 I NEED A MOTION.
10:14:31 >>Joanne Ribble: SO MOVED.
10:14:32 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER RIBBLE.
10:14:35 SECONDED BY VICE-MAYOR McLAIN.
10:14:40 PLEASE CALL THE ROLL.
10:14:43 >>Joanne Ribble: AYE.
10:14:44 >>Larry Fiesel: AYE.
10:14:46 >>Jim Boesch: AYE.
10:14:47 >>Jim Ward: AYE.

10:14:49 >>Jim Wilson: AYE.

10:14:50 >>Vice-Mayor McLain: AYE.
10:14:51 >>Mayor Errington: AYE.
10:14:52 ITEM NUMBER 8, FIRST READING ON THE AGENDA FOR THE WEST BAY
10:14:59 CLUB ZONING AMENDMENT ORDINANCE NUMBER 2021-12.
10:15:05 MADAM CLERK, WILL YOU PLEASE READ THE TITLE OF THE
10:15:11 ORDINANCE?
10:15:12 >>Carol Sacco: ORDINANCE 2021-12, AN ORDINANCE OF THE
10:15:16 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:15:18 WITH CONDITIONS AN AMENDMENT TO THE WEST BAY CLUB
10:15:21 RESIDENTIAL PLANNED DEVELOPMENT TO INCREASE THE ALLOWED
10:15:23 HEIGHT IN POD 5, LOCATED WEST OF U.S. 41 AT THE END OF
10:15:28 WILLIAMS ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR
10:15:30 SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.
10:15:35 >>Mayor Errington: STEVE, WILL YOU INTRODUCE THIS ONE FOR
10:15:37 US, PLEASE?
10:15:38 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:15:41 THIS IS A FIRST READING OF A ZONING ACTION TO BE CONSIDERED
10:15:46 BY THE VILLAGE COUNCIL.
10:15:49 OUR PROCESS IS THAT WE ACCEPT REZONING APPLICATIONS, FORWARD
10:15:54 THEM TO THE COUNCIL AFTER PROPER REVIEW BY OUR BOARDS AND
10:15:59 STAFF.
10:16:01 AND AS THEY COME TO THE COUNCIL IN FIRST READING, THIS IS A
10:16:05 FORMAL ANNOUNCEMENT TO THE COMMUNITY OF A MAJOR CHANGE IN
10:16:08 ZONING.
10:16:08 THE ACTION BEFORE YOU IS ONE OF THE HIGH-RISES, THE LAST

10:16:14 HIGH-RISE, IN FACT, AT THE WEST BAY CLUB.
10:16:17 THE PROPOSED ACTION TODAY IS TO APPROVE THIS IN FIRST
10:16:21 READING AND THEN SCHEDULE THE SECOND READING ON THE SAME
10:16:24 MATTER FOR NOVEMBER 17.
10:16:26 I'D LIKE TO TURN THIS OVER TO MARY GIBBS, WHO HAS MET WITH
10:16:31 THE DEVELOPER A NUMBER OF TIMES, AND CAN EXPLAIN IN GENERAL
10:16:36 THE PROJECT TO THE VILLAGE COUNCIL.
10:16:38 HOWEVER, MOST OF THE DISCUSSION WILL BE GEARED FOR NOVEMBER
10:16:43 17th AT THE SECOND READING.
10:16:47 >>Mary Gibbs: GOOD MORNING.
10:16:49 WE'RE GOING TO PUT A MAP UP JUST TO SHOW YOU WHERE IT IS.
10:16:53 YOU ALL ARE FAMILIAR WITH WEST BAY CLUB.
10:16:55 IT IS A RESIDENTIAL COMMUNITY THAT IS MOSTLY BUILT OUT.
10:16:58 AND THERE IS A SMALL PIECE OF PROPERTY THAT'S LOCATED, IF
10:17:01 YOU GO DOWN WILLIAMS ROAD WEST TO THE VERY END, THERE'S A
10:17:07 ROAD CALLED BAY BRIDGE BOULEVARD.
10:17:09 AND THEN OFF OF BAY BRIDGE BOULEVARD IS A LITTLE BRIDGE THAT
10:17:13 IS AFFECTIONATELY -- NOT OFFICIALLY BUT AFFECTIONATELY
10:17:17 CALLED NO-NAME BRIDGE.
10:17:19 AND THEN A FIVE-ACRE LITTLE ISLAND, AND THAT'S WHERE THEY

10:17:22 WANT TO PUT THIS HIGH-RISE.
10:17:24 NOW, THE COUNTY DID THE ZONING FOR WEST BAY CLUB QUITE A FEW
10:17:29 YEARS AGO AND, OF COURSE, WE'LL COVER THAT AT THE SECOND
10:17:32 READING.
10:17:32 BUT WHEN THEY APPROVED THE ZONING, THEY APPROVED A HIGH-RISE

10:17:36 FOR THIS EXACT LOCATION, BUT NOT TO EXCEED 220 FEET.
10:17:40 SO THE APPLICANT IS ASKING TO GO HIGHER, TO GO TO 270 PLUS
10:17:46 20 EXTRA FEET FOR ROOFTOP EQUIPMENT.
10:17:49 IN EXCHANGE, THEY MADE THE BUILDING A LITTLE THINNER INSTEAD
10:17:52 OF THEIR ORIGINAL PROPOSAL, AND THEY HAVE LOWERED THE NUMBER
10:17:54 OF UNITS.
10:17:55 SO THEY ARE PROPOSING 88 UNITS, INSTEAD OF I THINK THEY WERE
10:17:58 PLANNING ON 120.
10:17:59 WE'RE GOING TO HAVE A BIG DISCUSSION.
10:18:02 WE DID TALK TO PLANNING AND ZONING BOARD.
10:18:04 THEY REVIEWED IT SEPTEMBER 28th.
10:18:07 THEY SPENT SOMETIME LOOKING AT IT, LOOKING AT THE PATTERN
10:18:10 BOOK AND EXAMINING ALL THE ZONING HISTORY.
10:18:13 AND THEY RECOMMENDED APPROVAL WITH SOME CONDITIONS.
10:18:15 THEY ACTUALLY ADDED SOME EXTRA CONDITIONS IN ADDITION TO THE
10:18:21 STAFF CONDITIONS.
10:18:23 WE'D LIKE TO SET THE SECOND READING FOR NOVEMBER 17.
10:18:25 IF YOU HAVE ANY QUESTIONS TODAY, ANYTHING YOU'D LIKE THE
10:18:29 APPLICANT TO COVER ON THE 17th IN MORE DETAIL, IT WOULD BE
10:18:33 GOOD TO LET US KNOW AND WE CAN BE SURE TO FOCUS ON THAT AT
10:18:37 THE NEXT MEETING.
10:18:38 >>Mayor Errington: ANY QUESTIONS BY COUNCIL?
10:18:46 >>Vice-Mayor McLain: I'VE GOT A COMMENT, MAYBE A QUESTION.
10:18:49 YOU KNOW, WE HAVE IN THE PATTERN BOOK THAT WE RECEIVED,
10:18:57 THERE ARE SOME REALLY NICE PICTURES OF SOME MEDITERRANEAN

10:19:00 ARCHITECTURE IN THERE.
10:19:04 HOWEVER, I THINK IT IS DIFFICULT TO BUILD A 23-STORY
10:19:09 MEDITERRANEAN BUILDING.
10:19:11 I DON'T THINK THAT'S PROBABLY POSSIBLE.
10:19:12 I KNOW THAT OUR REVIEW BOARDS AND STAFF HAVE WORKED WITH
10:19:18 FOLKS, BUT I THINK OVERALL, THE UPPER PART OF THE BUILDING
10:19:24 IS A BEAUTIFUL HIGH-RISE.
10:19:25 IT'S MODERN.
10:19:28 I DON'T KNOW IF THERE'S ANYTHING MORE THAT CAN BE DONE ON
10:19:32 THE BOTTOM TO MAKE IT LOOK A LITTLE MORE TRADITIONAL
10:19:35 MEDITERRANEAN.
10:19:35 I KNOW THERE WERE DISCUSSIONS AT THE PLANNING AND ZONING
10:19:39 ABOUT THAT, AND THEY WORKED HARD ON IT.
10:19:41 I'M JUST LOOKING AT IT.
10:19:43 AND IT DEPENDS ON WHICH WAY YOU LOOK AT IT AND THE TIME OF
10:19:46 DAY, IF THERE'S ANY WAY IT COULD BE SOFTENED UP.

10:19:51 AND I'M NOT AN ARCHITECT.
10:19:52 I DEFER TO THE JUDGMENT OF OUR PLANNING AND ZONING FOLKS,
10:19:57 BUT THAT'S MY COMMENT IS THAT IT STILL LOOKS LIKE A BIG
10:20:01 HIGH-RISE COMING OUT OF THE EARTH.
10:20:07 IF THERE'S NOTHING MORE THAT CAN BE DONE, SO BE IT.
10:20:11 BUT I'D LIKE TO SEE A LITTLE WARMER-LOOKING BUILDING ON THE
10:20:14 FIRST FOUR OR FIVE STORIES, IF POSSIBLE.
10:20:16 >>Mary Gibbs: WE'LL ASK THE APPLICANT'S ARCHITECT TO EXPLAIN
10:20:20 AT THE SECOND READING.

10:20:21 THERE WAS SOME HISTORY WHEN IT FIRST CAME IN, IT WAS PRETTY
10:20:24 MODERN LOOKING, SO THEY TONED THAT DOWN.
10:20:26 WE'LL HAVE THEM GO OVER THAT AND ALSO ASK THEM IF THERE ARE
10:20:29 ANY LITTLE TWEAKS THAT CAN BE MADE OR NOT, AND WE'LL TALK
10:20:32 ABOUT THAT ON THE 17th.
10:20:35 >>Mayor Errington: ANY OTHER QUESTIONS?
10:20:36 I NOTICED IN THE PATTERN BOOK THE SHADOWS THAT WERE DENOTED
10:20:45 WHERE CERTAIN TIMES OF THE DAY WHAT WOULD BE DARK, DARKER.
10:20:50 MAYBE WE COULD USE THAT WITH OUR SIGNAGE ON U.S. 41 AND
10:20:54 THREE OAKS.
10:20:56 >>Mary Gibbs: THIS HIGH-RISE WON'T CAST A SHADOW ON U.S. 41.
10:21:00 >>Mayor Errington: THAT WAS INTERESTING.
10:21:03 VERY INTERESTING.
10:21:04 VERY GOOD.
10:21:05 >>Mary Gibbs: WE'LL ASK THE APPLICANT AT THE NEXT MEETING,
10:21:07 THE SHADOW STUDY YOU CAN'T TELL FROM YOUR PICTURES, BUT IT'S
10:21:11 COMPUTERIZED SO YOU CAN ACTUALLY SEE IT MOVING BY DIFFERENT
10:21:14 HOURS OF THE DAY.
10:21:15 SO WE'LL SEE IF WE CAN GET THAT VIDEO -- I GUESS IT'S A
10:21:19 VIDEO -- THAT SHOWS YOU HOW THE SHADOWS MOVE BECAUSE IT'S
10:21:22 KIND OF INTERESTING.
10:21:24 >>Mayor Errington: ANYONE ELSE?
10:21:25 MARY, IS THAT IT?
10:21:30 >>Mary Gibbs: THAT'S IT.
10:21:31 >>Mayor Errington: OKAY.

10:21:32 THANK YOU.
10:21:32 ANY COMMENTS?
10:21:34 >>Carol Sacco: NO, MAYOR.
10:21:35 >>Mayor Errington: NO COMMENTS.
10:21:36 NOW I NEED A MOTION.
10:21:42 >> MAKE A MOTION WE MOVE FORWARD ON THE FIRST READING.
10:21:46 >>Mayor Errington: MOTION HAS BEEN MADE BY COUNCIL MEMBER
10:21:47 JIM BOESCH AND SECONDED BY COUNCIL MEMBER WILSON.
10:21:49 PLEASE CALL THE ROLL.
10:21:53 >>Jim Wilson: AYE.
10:21:54 >>Jim Ward: AYE.
10:21:55 >>Jim Boesch: AYE.

10:21:57 >>Larry Fiesel: AYE.
10:21:58 >>Joanne Ribble: AYE.
10:22:00 >>Vice-Mayor McLain: AYE.
10:22:01 >>Mayor Errington: AYE.
10:22:02 ITEM NUMBER 9, PUBLIC COMMENTS ON NON-AGENDA ITEMS.
10:22:10 >>Carol Sacco: WE HAVE NONE.
10:22:13 >>Mayor Errington: OKAY.
10:22:14 NOW WE ARE DOWN TO NUMBER 10, COUNCIL COMMUNICATIONS.
10:22:23 AND IF YOU HAVE ANYTHING FOR FUTURE AGENDA ITEMS, THIS IS
10:22:26 THE TIME TO MAKE THAT REQUEST.
10:22:28 I WILL START WITH COUNCIL MEMBER JIM WILSON, DO YOU HAVE
10:22:33 ANYTHING TO REPORT OR COMMENT?
10:22:34 >>Jim Wilson: NO.

10:22:36 I THINK I'M GOING TO SAY NO REPORT.
10:22:39 >>Mayor Errington: COUNCIL MEMBER WARD?
10:22:40 >>Jim Ward: NO COMMENT AT THIS TIME.
10:22:41 >>Mayor Errington: COUNCIL MEMBER BOESCH.
10:22:43 >>Jim Boesch: YES, I DO HAVE.
10:22:45 FIRST OF ALL, I'M PLEASED TO SEE THAT WE'RE NOW JUST
10:22:50 VENTURING INTO THE RECREATION AREA WITH THE CORKSCREW AND 41
10:22:59 PROCESS AS WELL AS THE NEW SCHOOL THAT'S GOING IN.
10:23:06 BUT PRIOR TO BEING INVOLVED IN POLITICS AND SO FORTH, I HAD
10:23:14 A HAPPIER LIFE BEING A COACH IN SPORTS FOR THE KIDS AND KNOW
10:23:22 HOW VALUABLE IT IS FOR THEM TO BE INVOLVED IN OTHER
10:23:25 ACTIVITIES AND BROADENING THEIR REAL SCOPE AS TO HOW THEY
10:23:33 WILL MOVE FORWARD IN THEIR LIFE WITH COLLEGE AND SO FORTH
10:23:36 AND SO ON.
10:23:36 BECAUSE OF THAT, I GET MANY PEOPLE COMING TO ME AND TALKING
10:23:42 TO ME ABOUT BASEBALL FIELDS AND SOCCER FIELDS.
10:23:49 ONE MAJOR, MAJOR CONCEPT THAT REALLY SET ME OFF IS THAT A
10:23:55 PARENT TOLD ME THAT THEY GO OVER TO WHISKEY CREEK TO
10:24:00 PRACTICE FOR LACROSSE.
10:24:03 THIS IS ESTERO, AND THEY GO ALL THE WAY UP TO THE NORTH END
10:24:06 OF FORT MYERS TO PRACTICE LACROSSE.
10:24:13 I THINK ALL OF US, WHEN WE GREW UP IN OUR COMMUNITIES, WE
10:24:16 NEVER HAD A PROBLEM GETTING ATHLETIC FIELDS FOR DIFFERENT
10:24:23 APPROACHES.
10:24:24 I THINK IT IS NOW TIME.

10:24:25 WE'VE DONE THE COMPREHENSIVE PLAN.
10:24:26 WE'VE DONE THE LDO, WE'VE GOT OUR WHOLE BASE SET UP.
10:24:31 OUR BUDGET IS PRETTY WELL RUN FORWARD.
10:24:33 I THINK IT'S NOW TIME TO LOOK AT A PROGRAM WHERE WE CAN GO
10:24:39 FORWARD WITH PURCHASING LAND IF IT'S NECESSARY AND
10:24:44 AVAILABLE.
10:24:45 BECAUSE AS WE ALL KNOW, THE PROPERTY IN ESTERO IS RAPIDLY
10:24:50 DISAPPEARING.

10:24:51 AND IF WE'RE NOT CAREFUL, THERE WON'T BE ANY PROPERTY LEFT,
10:24:55 INCLUDING -- THIS IS MY OWN OPINION.
10:24:57 I DON'T WANT TO FRIGHTEN ANYBODY, INCLUDING THE PROPERTY OUT
10:25:00 BACK.
10:25:02 SO I WOULD LIKE TO ASK THAT WE SCHEDULE A WORKSHOP SESSION
10:25:08 WHERE WE CAN COME UP WITH SOME IDEAS ON HOW WE CAN PUT A
10:25:12 PLAN FORWARD THAT WE CAN BE IN A POSITION, THE PROPERTY
10:25:18 COMES UP THAT WE CAN ACTIVATE THE PLAN TO PURCHASE THE
10:25:24 PROPERTY.
10:25:25 AND IT DOESN'T MEAN THAT WE HAVE TO PUT DEALS ON IT RIGHT
10:25:28 AWAY, BUT WE HAVE TO BEGIN TO TALK ABOUT TO THE PEOPLE,
10:25:32 ESPECIALLY THE YOUNGER PEOPLE, HOW WE ARE MOVING FORWARD TO
10:25:40 PUT PARK AND RECREATION PROPERTIES IN PLACE, NOT JUST FOR
10:25:45 THE FUTURE, BUT FOR NOW, FOR THE IMMEDIATE FUTURE.
10:25:51 SO I WOULD REQUEST -- STEVE, I WOULD REQUEST SOMETHING BE
10:25:57 PUT TOGETHER ON THE AGENDA, A WORKSHOP TO ADDRESS THIS WHOLE
10:26:02 THING WHERE YOU GET SOME IDEAS AND WE ALL BRING IN IDEAS AND

10:26:07 SEE HOW WE CAN PUT A PROGRAM TOGETHER SO WE CAN ACCOMPLISH
10:26:10 THAT.
10:26:12 >>Mayor Errington: THANK YOU.
10:26:13 COUNCIL MEMBER RIBBLE.
10:26:18 >>Joanne Ribble: YES, MAYOR.
10:26:18 WHEN I MENTIONED GRANTS A LITTLE WHILE AGO, ON JANUARY
10:26:26 20th AT PELICAN'S PRESERVE, THE FLORIDA LEAGUE OF CITIES
10:26:30 IS HOSTING ITS INTRODUCTION TO THE GRANT PROGRAM THAT THEY
10:26:39 OFFER TO MUNICIPALITIES, WHICH CONSISTS OF THE KIND OF
10:26:44 GRANTS THAT ARE AVAILABLE, HOW YOU GO ABOUT GETTING ONE, HOW
10:26:48 YOU GO ABOUT WRITING ONE.
10:26:51 THEY OFFER HELP THROUGH GRANT WRITERS.
10:26:56 WE, AS MEMBERS OF THE FLORIDA LEAGUE, HAVE TWO LICENSES TO
10:27:01 ACCESS THAT SYSTEM THAT THEY HAVE DEVELOPED, PLUS THERE ARE
10:27:07 OTHER LICENSES THAT THEY WOULD GLADLY GIVE US, DEPENDING ON
10:27:10 HOW MANY PEOPLE WANT TO GET ON THE SITE AND RESEARCH THIS.
10:27:13 WE ALSO HAVE A FLORIDA LEAGUE EXPERT IN THIS SYSTEM THAT
10:27:18 LIVES IN ESTERO, WHO HAS OFFERED TO COME IN AND GIVE US AN
10:27:22 INTRODUCTION OF EVERYTHING.
10:27:24 BUT WHAT I WOULD LIKE TO DO IS INVITE ALL OF YOU AND ALL OF
10:27:27 STAFF ON JANUARY 20th AT 11:00 AT PELICAN'S PRESERVE TO
10:27:33 LOOK AT THIS FIRST-TIME PRESENTATION OF WHAT FLORIDA LEAGUE
10:27:37 CAN OFFER US IN THE WAY OF GRANTS.
10:27:39 LET ME KNOW IF YOU'RE INTERESTED.
10:27:43 INVITATIONS WILL BE GOING OUT IN DECEMBER.

10:27:46 I HOPE YOU'LL CONSIDER ATTENDING.
10:27:49 >>Mayor Errington: THANK YOU.
10:27:49 WILL CAROL BE SENDING THOSE OUT?
10:27:53 >>Joanne Ribble: YEAH, I'LL SEND THEM TO HER.

10:27:55 >>Mayor Errington: OKAY.
10:27:56 THANK YOU.
10:27:57 >>Jim Boesch: COUNCIL LADY, CAN I ASK?
10:28:02 SEEMS LIKE THAT WOULD BE A GOOD IDEA FOR THE WORKSHOP AS
10:28:04 WELL, TALK ABOUT GRANTS AND WHAT'S AVAILABLE.
10:28:06 I DON'T THINK WE'VE EVER ADDRESSED THAT.
10:28:09 I KNOW THEY HAVE THAT WITH THE BIG CITIES.
10:28:12 IF WE COULD GET SOMEBODY HERE TO THE COUNCIL, LET'S DISCUSS
10:28:16 GRANT WRITING AND HOW WE CAN ADDRESS THAT.
10:28:20 A LOT OF OTHER PEOPLE THAT ARE GETTING THE GRANTS AND
10:28:22 WE'RE --
10:28:23 >>Joanne Ribble: THE E-MAIL THAT I RECEIVED FROM THE PERSON
10:28:25 WHO LIVES IN ESTERO, I SAID LET US LOOK AT THE PRESENTATION
10:28:29 IN JANUARY, AND THEN WE CAN HAVE HER COME AFTER THAT AND
10:28:33 FURTHER EXPLAIN OR ANSWER OUR QUESTIONS AT A WORKSHOP WOULD
10:28:38 BE FINE, JIM.
10:28:39 >>Mayor Errington: THAT WOULD BE GREAT.
10:28:40 THANK YOU.
10:28:40 COUNCIL MEMBER FIESEL.
10:28:43 >>Larry Fiesel: THE ONLY THING I BRING UP IS A COUPLE OF
10:28:47 WEEKS AGO IN THE NEWSPAPER THEY HAD A LISTING OF THE

10:28:51 PERCENTAGE OF PEOPLE WHO HAD RECEIVED THE COVID VACCINE, AND
10:28:56 ESTERO WAS THE LEADER IN LEE COUNTY AT 82%.
10:29:00 WE HAVE FOUND ANOTHER PLACE TO LEAD.
10:29:02 >>Mayor Errington: I SAW THAT, TOO.
10:29:04 THAT'S GREAT.
10:29:05 VICE-MAYOR.
10:29:09 >>Vice-Mayor McLain: JUST A COUPLE OF THINGS.
10:29:11 EVERYBODY KNOWS VETERANS DAY IS COMING UP ON THE 13th FROM
10:29:14 11:30 TILL 1:30 AT THE ESTERO REC CENTER.
10:29:19 WE'RE GOING TO HAVE A WONDERFUL PRESENTATION.
10:29:21 WE'VE GOT SOME GREAT SPEAKERS.
10:29:23 OUR MAYOR IS GOING TO SPEAK.
10:29:26 OUR DISTRICT THREE COMMISSIONER RAY SANDELLI WILL SPEAK.
10:29:30 HE'S A VETERAN, ALSO A BLUE ANGEL TEAM MEMBER.
10:29:35 AND SO I THINK IT'S GOING TO BE A GREAT ENTERTAINMENT
10:29:41 SITUATION FOR US ALL.
10:29:42 I WANT TO REMIND PEOPLE, IT'S NOT JUST FOR VETERANS.
10:29:46 IT'S REALLY FOR THE WHOLE COMMUNITY.
10:29:50 WANT TO PAY RESPECT AND THANKS FOR THE SERVICE THAT OUR
10:29:52 VETERANS HAVE DONE.
10:29:54 BRING THE KIDS, BRING YOUR CHAIRS, AND WE'RE GOING TO HAVE
10:29:57 FOOD TRUCKS THERE.
10:29:58 WE'RE GOING TO HAVE A JUMP HOUSE, A SLIDE.
10:30:03 I THINK IT WILL BE A GREAT OPPORTUNITY TO BRING FAMILIES
10:30:06 TOGETHER AND PAY SOME TRIBUTE TO OUR VETERANS THERE.

10:30:10 THE OTHER AREA OF CONCERN, I GUESS, IT'S PROBABLY FOR DAVID
10:30:16 AND FOR STEVE, ESTERO PARKWAY IS BEAUTIFUL.
10:30:22 WE'RE GETTING THE RUST OFF EVENTUALLY.
10:30:24 THEY ARE WORKING HARD ON THAT.
10:30:26 BUT ANOTHER ISSUE HAS COME UP.
10:30:28 WE, BECAUSE OF RIGHT-OF-WAY ISSUES AND THE LIKE, WE HAVE
10:30:32 ONLY SIX-FOOT SIDEWALKS CONTINUOUS THE WHOLE WAY IN THERE.
10:30:36 WHAT WE'RE FINDING IS MOTORBIKES AND BATTERY-POWERED BIKES
10:30:42 ARE NOT USING THE SEVEN FOOT BIKE LANES.
10:30:45 THEY ARE ACTUALLY ON THE SIDEWALK A LOT OF TIMES.
10:30:47 SO I DON'T KNOW WHAT THE RULES AND REGULATIONS ARE ON THAT,
10:30:50 BUT I'D LIKE US TO LOOK INTO SOME KIND OF SIGNAGE ON I THINK
10:30:57 ALL OF OUR MULTIUSE PATHS THAT WE'RE INSTALLING THROUGH HERE
10:31:01 TO YIELD TO PEDESTRIANS WOULD BE A GOOD, I THINK, SAFE WAY
10:31:06 FOR US TO ENSURE THAT THE HIGHER SPEED PEOPLE ACTUALLY KNOW
10:31:10 THEY SHOULD YIELD TO PEDESTRIANS OUT THERE.
10:31:13 I RIDE MY BIKE ON THE BIKE LANES ON ESTERO PARKWAY SEVERAL
10:31:17 TIMES A WEEK, AND I'VE HAD BIKES PASS ME THROUGH.
10:31:22 THEY ARE GOING 28 MILES AN HOUR THAT A BATTERY BIKE CAN DO.
10:31:27 AND THAT'S REALLY NOT VERY SAFE.
10:31:30 COULD BE A SERIOUS ACCIDENT OUT THERE.
10:31:32 I'D LIKE TO HAVE US LOOK INTO THAT AS QUICKLY AS POSSIBLE.
10:31:35 THAT'S ALL I HAVE.
10:31:36 >>Mayor Errington: THANK YOU.
10:31:37 THE VICE-MAYOR IS A PERSON WHO RIDES BICYCLES.

10:31:39 I'M A WALKER.
10:31:41 I, TOO, HAVE EXPERIENCED SOMETHING LIKE THAT EVERY NOW AND
10:31:45 THEN.
10:31:45 I WANT TO THANK THE VICE-MAYOR FOR ALL THE WORK THAT HE AND
10:31:53 OUR STAFF HAVE PUT TOGETHER IN WORKING ON THIS VETERANS DAY
10:31:58 THAT'S COMING UP, NOVEMBER THE 11th.
10:32:03 NO IT'S THE 13th.
10:32:04 13th.
10:32:05 11th IS THE ONE YOU'RE ALL INVITED TO THE ELKS CLUB FOR
10:32:09 THAT CELEBRATION THERE.
10:32:12 BUT IT TAKES A LOT OF TIME AND EFFORT TO PUT THAT TOGETHER,
10:32:17 AND IT IS IMPORTANT THAT WE CONTINUE TO REMEMBER OUR
10:32:20 VETERANS.
10:32:20 WE HAVE A LARGE POPULATION HERE IN ESTERO AND IN THE
10:32:24 SURROUNDING AREA.
10:32:26 THANK YOU, VICE-MAYOR, FOR YOUR WORK.
10:32:28 APPRECIATE IT.
10:32:29 I HAVE TO BRING THIS UP OR ELSE SOMEONE WILL SAY YOU'RE NOT
10:32:37 DOING ANYTHING.
10:32:37 I'VE TALKED ABOUT THE LANDSCAPING ON 41.
10:32:40 IT'S UNDER CONTROL.
10:32:42 IT'S BEING LOOKED AT, EVALUATED, AND IT'S GOING TO BE TAKEN

10:32:46 CARE OF.
10:32:46 I'VE BEEN ASSURED OF THAT.
10:32:47 SO I'M NOT GOING TO GO INTO ANY MORE DETAIL ON IT.

10:32:50 SO THANK YOU.
10:32:51 WITH THAT, WHY DON'T WE TAKE A BRIEF -- OH, NO, WE'RE NOT
10:32:56 GOING TO BREAK YET UNTIL WE HEAR FROM OUR VILLAGE ATTORNEY.
10:33:01 DO YOU HAVE A REPORT?
10:33:03 >>Burt Saunders: NOTHING TO ADD, MAYOR.
10:33:05 >>Mayor Errington: AND OUR VILLAGE MANAGER, NOTHING YET.
10:33:10 LET'S TAKE A BRIEF BREAK, TEN MINUTES, COME BACK AND DO OUR
10:33:12 WORKSHOP.
10:33:13 THANK YOU.
10:33:14 [BREAK]
10:46:23 >>Mayor Errington: WORKSHOP ITEMS.
10:46:26 THE FIRST ITEM IS WILLIAMS ROAD AND ATLANTIC GULF DRIVE
10:46:36 UPDATE.
10:46:37 STEVE, ARE YOU READY?
10:46:41 >>Steven Sarkozy: THIS PROJECT HAS BEEN OUT THERE SINCE THE
10:46:44 VILLAGE INCORPORATED, AND IT'S AN ISSUE AS A RESULT OF
10:46:49 IMPROPER DESIGN WHEN THIS EFFORT -- WHEN THE INFRASTRUCTURE
10:46:54 WAS ORIGINALLY INSTALLED YEARS AND YEARS AGO.
10:46:56 THIS INTERSECTION IS DIFFICULT.
10:46:59 IT DOESN'T WORK WELL FOR THE TRAVELING PUBLIC, AND WE'RE
10:47:04 TRYING TO FIX IT TO THE EXTENT THAT WE CAN, AND THERE ARE
10:47:06 SOME SEVERE LIMITATIONS.
10:47:07 DAVID WILLEMS, OUR DIRECTOR OF PUBLIC WORKS AND VILLAGE
10:47:12 ENGINEER, IS HERE WITH US TO TALK THROUGH THE PROJECT UPDATE
10:47:16 AND THE DESIGN ELEMENTS AND SOME POSSIBLE MODIFICATIONS TO

10:47:20 MAKE IT AS GOOD AS WE CAN GET IT, GIVEN SOME OF THE
10:47:24 LIMITATIONS THAT WE HAVE.
10:47:25 SO, DAVID, I'LL TURN IT OVER TO YOU, PLEASE.
10:47:30 >>David Willems: GOOD MORNING AGAIN.
10:47:32 I'LL BE BRIEF.
10:47:33 I'M GOING TO DO A QUICK BACKGROUND, AND THEN JESSE GILL WITH
10:47:38 KCA WILL PROVIDE AN UPDATE.
10:47:39 AS YOU KNOW, THERE IS AN ISSUE AT THIS INTERSECTION OF
10:47:42 WILLIAMS AND ATLANTIC GULF WITH PEOPLE MAKING ILLEGAL LEFT
10:47:45 TURNS.
10:47:45 THE INTERSECTION IS REALLY CLOSE TO U.S. 41, WHICH MAKES IT
10:47:50 REALLY DANGEROUS.
10:47:50 AND BECAUSE OF THOSE TURNS, THERE ARE ALSO BACKUPS WHEN
10:47:54 PEOPLE ARE TRYING TO MAKE A LEFT-HAND TURN ONTO U.S. 41.
10:47:58 COUNCIL PREVIOUSLY APPROVED A CONCEPT FOR THOSE
10:48:00 IMPROVEMENTS.
10:48:01 AND WHAT WE WANTED TO DO IS BRING FORWARD, THIS IS MORE OF A
10:48:05 DESIGN.

10:48:05 WE'RE NOT IN THE CONSTRUCTION YET, BUT A PRELIMINARY DESIGN,
10:48:08 AND THERE ARE SOME DIFFERENCES BETWEEN THIS AND THE CONCEPT.
10:48:12 GENERALLY, THE CONCEPT IS THE SAME, BUT LITTLE CHANGES.
10:48:15 THAT'S WHAT WE WANTED TO BRING FORWARD TO COUNCIL AND JUST
10:48:18 EXPLAIN THOSE AND ANSWER ANY QUESTIONS.
10:48:20 JESSE WILL GO OVER THE DETAILS.
10:48:22 >>Mayor Errington: THANK YOU.

10:48:23 WELCOME.
10:48:27 >>Jesse Gill: GOOD MORNING.
10:48:30 FOR THE RECORD, MY NAME IS JESSE GILL WITH KISINGER CAMPO
10:48:33 AND ASSOCIATES.
10:48:34 AS DAVID MENTIONED, WE ARE TAKING THE WILLIAMS ATLANTIC GULF
10:48:37 BOULEVARD INTERSECTION IMPROVEMENTS THROUGH DESIGN AND
10:48:41 PERMITTING.
10:48:42 THIS IS A CONCEPTUAL STAGE TO GIVE YOU AN IDEA OF WHAT THE
10:48:46 DIFFERENCES ARE FROM THE PREVIOUS CONCEPT STUDY.
10:48:50 SO JUST TO GIVE YOU A BIT OF AN OVERVIEW, THE PROJECT LIMITS
10:48:54 ARE FROM THE WESTERN PROPERTY LINE APPROXIMATELY THE LIFE
10:48:58 CARE CENTER TO U.S. 41.
10:49:00 THE GOAL OF THE PROJECT WAS TO IMPROVE THE EXISTING
10:49:03 OPERATIONAL AND SAFETY PROBLEMS ALONG WILLIAMS ROAD FROM
10:49:06 LIFE CARE CENTER TO THE U.S. 41 INTERSECTION.
10:49:10 AS DAVID HAD MENTIONED, THERE ARE ILLEGAL LEFT TURNING
10:49:14 MOVEMENTS COMING OUT OF WALGREENS.
10:49:16 YOU'VE GOT PEOPLE MAKING U-TURNS AT THE LIFE CARE CENTER
10:49:22 ENTRANCE AS WELL AS STACKING AND QUEUING ISSUES THAT BACK
10:49:26 THE EASTBOUND TRAFFIC ON WILLIAMS FROM U.S. 41 BEYOND THE
10:49:31 ATLANTIC GULF BOULEVARD INTERSECTION.
10:49:33 SOME OF THE DISCUSSION TOPICS I'M GOING TO COVER IS GIVE YOU
10:49:40 A BRIEF REVIEW OF THE CONCEPT PLAN THAT WAS APPROVED FROM
10:49:44 THE PREVIOUS STUDY.
10:49:45 WE CONDUCTED A TRAFFIC STUDY SUBSEQUENT TO THAT STUDY.

10:49:50 AND THEN GO OVER SOME OF THE ELEMENTS OF THE CURRENT CONCEPT
10:49:53 PLAN, THE ENHANCEMENTS, SHOW YOU A PLAN VIEW, A COMPARISON,
10:49:57 SOME CROSS SECTIONS, THE RIGHT-OF-WAY IMPACT COMPARISONS
10:50:00 BETWEEN THE TWO CONCEPTS, SOME OF THE NORTHWEST CORNER
10:50:05 IMPACTS THAT WE IDENTIFIED DURING OUR CURRENT DESIGN EFFORT,
10:50:09 AND, FINALLY, A LANDSCAPE CONCEPT PLAN.
10:50:12 SHOWN HERE WAS THE PREVIOUS CONCEPT PLAN FROM THE PREVIOUS
10:50:21 STUDY.
10:50:21 THAT PREVIOUS STUDY LOOKED AT FOUR DIFFERENT ALTERNATIVES,
10:50:25 WHICH INCLUDED TRAFFIC SEPARATOR, U-TURN BULB OUT,
10:50:29 CONVENTIONAL FOUR-LEG INTERSECTION AND THEN A SINGLE LANE
10:50:32 ROUNDABOUT WITH FOUR LEGS.
10:50:35 ULTIMATELY THIS CONCEPT FOR A WAS THE RECOMMENDED CONCEPT
10:50:40 DUE TO A CONSERVATION EASEMENT LOCATED JUST SOUTHEAST OF THE

10:50:46 ROUNDABOUT, THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT HAD
10:50:50 INDICATED RELUCTANCE TO PROVIDE ANY RELEASE ON THAT
10:50:54 CONSERVATION EASEMENT.
10:50:55 WE ALSO OBVIOUSLY ARE CONSTRAINED WITH A 60-FOOT
10:51:01 RIGHT-OF-WAY THROUGHOUT THE CORRIDOR AND HAVE TO LIMIT
10:51:04 IMPACTS TO THE LIFE CARE CENTER OF ESTERO'S EXISTING WATER
10:51:09 MANAGEMENT SYSTEM.
10:51:10 SUBSEQUENT TO THE PREVIOUS STUDY, WE CONDUCTED A TRAFFIC
10:51:17 STUDY.
10:51:18 SHOWN HERE IS A SUMMARY OF SOME OF THE RESULTS OF THE
10:51:22 TRAFFIC STUDY.

10:51:24 THIS DID INDICATE THAT A SINGLE LANE ROUNDABOUT WILL OPERATE
10:51:28 AT ACCEPTABLE LEVEL OF SERVICE IN THE 2045.
10:51:33 IT WAS THE BEST OPTION TO IMPROVE THE DELAY AND SAFETY
10:51:36 CONCERNS THROUGH THAT CORRIDOR AND PROVIDE A DESIGNATED
10:51:40 LOCATION FOR THOSE VEHICLES TRYING TO MAKE U-TURN MOVEMENTS.
10:51:43 IN ADDITION TO THAT, THE TURN LANE EXTENSIONS ARE
10:51:46 RECOMMENDED FOR THE EASTBOUND DIRECTION.
10:51:49 THE LEFT-TURN LANE EXTENDED FROM 250 FEET TO 495 FEET AS
10:51:54 WELL AS EXTENSION OF THE EASTBOUND RIGHT-TURN LANE TO 345
10:51:59 FEET.
10:51:59 THESE WILL SIGNIFICANTLY REDUCE THE EASTBOUND DELAYS AT U.S.
10:52:02 41.
10:52:03 ONE ADDITIONAL RECOMMENDATION THAT WE DID PROVIDE BECAUSE WE
10:52:06 DID LOOK AT THE OVERALL INTERSECTION OF U.S. 41; HOWEVER,
10:52:10 THAT IS THE DEPARTMENT'S OBLIGATION TO IMPROVE THAT
10:52:14 PARTICULAR INTERSECTION.
10:52:15 BUT THE WESTBOUND MOVEMENT EAST OF THE INTERSECTION, WE ALSO
10:52:21 RECOMMENDED A DEDICATED RIGHT-TURN LANE WOULD HELP THE
10:52:24 INTERSECTION.
10:52:24 THAT'S OBVIOUSLY OUTSIDE OF OUR PROJECT LIMITS, BUT THAT WAS
10:52:27 A RECOMMENDATION PROVIDED WITHIN THE TRAFFIC STUDY.
10:52:30 WE DID ALSO RECOMMEND A FULL MEDIAN CLOSURE AT THE SIDE
10:52:34 STREETS TO RESTRICT CONFLICT POINTS AND PROVIDE ADDITIONAL
10:52:39 SAFETY IMPROVEMENTS IN THAT AREA AND NOT FURTHER EXACERBATE
10:52:44 THE QUEUING THAT HAPPENS IN THAT AREA.

10:52:47 SOME OF THE ENHANCEMENTS, I'LL KIND OF DISCUSS THESE NOW AND
10:52:53 THEN SHOW YOU THE CURRENT CONCEPT PLAN AND THEN KIND OF
10:52:56 HIGHLIGHT THOSE ON THE PLAN AS WE PROCEED.
10:53:00 AS I MENTIONED, EXTENDING THE EASTBOUND LEFT TURN, RIGHT
10:53:04 TURN AND THRU LANES.
10:53:06 THE ADDITIONAL BICYCLE LANES WITH GREEN PAVEMENT AT THE
10:53:09 TRANSITIONS FOR ADDED SAFETY.
10:53:11 THERE ARE CURRENTLY NO BICYCLE LANES ON THIS FACILITY.
10:53:15 ADDING SIDEWALK ON BOTH SIDES OF THE ROAD.
10:53:16 TRYING TO PROVIDE MORE COMPLETE STREET.

10:53:19 AGAIN, WE ARE CONSTRAINED IN THOSE AREAS.
10:53:21 CURRENTLY, THERE IS A FIVE-FOOT SIDEWALK ON THE NORTH SIDE
10:53:24 OF WILLIAMS ROAD.
10:53:26 AND THEN TRAFFIC CALMING CHICANES OR MEDIANS EAST AND WEST
10:53:30 OF THE INTERSECTION THAT HELP TO SLOW TRAFFIC DOWN TO
10:53:33 APPROXIMATELY 25 MILES PER HOUR AS THEY NAVIGATE THE
10:53:36 ROUNDABOUT.
10:53:37 HIGH EMPHASIS CROSSWALKS EAST AND WEST OF THE ROUNDABOUT TO
10:53:40 PROVIDE CONNECTIVITY FROM THE NORTH AND SOUTH SEGMENTS OF
10:53:43 THOSE PEDESTRIAN FACILITIES.
10:53:44 AGAIN, A TRAFFIC SEPARATOR FOR THE INTERSECTION SAFETY.
10:53:48 LANDSCAPE, WHICH I'LL TOUCH ON AT THE END OF THE
10:53:50 PRESENTATION, AND THEN AS WE MOVE FORWARD IN THE DESIGN,
10:53:53 WE'LL EVALUATE LOCATIONS AND APPROPRIATE MEASURES FOR
10:53:57 DECORATIVE LIGHTING TO ENSURE SAFETY OF THE INTERSECTION AND

10:54:03 THE PEDESTRIAN FACILITIES THROUGHOUT THE CORRIDOR.
10:54:05 SHOWN HERE IS THE CURRENT CONCEPT PLAN.
10:54:11 AGAIN, NOTICE THE LOCATION OF THE SOUTHWEST FLORIDA WATER
10:54:15 CONSERVATION EASEMENT WHICH HAS SHIFTED THE ALIGNMENT TO THE
10:54:18 NORTH IN THAT AREA.
10:54:19 THE BIGGEST CHANGES, AGAIN, ARE THE PEDESTRIAN FACILITIES ON
10:54:22 BOTH SIDES OF THE ROADWAY.
10:54:26 THE EXTENSION OF THE LEFT AND RIGHT-TURN LANES AS WELL AS
10:54:30 THE THRU LANES AND THE TRAFFIC SEPARATOR THAT WILL RESTRICT
10:54:35 THOSE DRIVEWAYS TO RIGHT-IN, RIGHT-OUT ONLY THROUGH THOSE
10:54:39 AREAS.
10:54:40 AGAIN, THERE WILL BE SOME RIGHT-OF-WAY IMPACTS, PARTICULARLY
10:54:46 TO FOUNTAIN LAKES, THEIR CONSERVATION AREA, WHICH INCLUDES
10:54:50 SOME WETLANDS THAT WE WILL MITIGATE FOR.
10:54:54 LIFE CARE CENTER OF ESTERO AND WALGREENS.
10:55:02 >>Joanne Ribble: I JUST WANTED TO EXPLAIN, IN THE CIRCLE,
10:55:08 THE BRICK-LOOKING THING, IT'S CALLED A TRUCK APRON, WHAT IS
10:55:12 THAT?
10:55:12 >>Jesse Gill: THAT IS A TRUCK APRON, SO FOR LARGER SIZE
10:55:16 VEHICLES WHEN THEY ARE NAVIGATING THE ROUNDABOUT, THEY CAN
10:55:18 MOUNT THAT APRON.
10:55:21 >>Joanne Ribble: THAT'S WHAT I THOUGHT.
10:55:22 BUT I WANTED YOU TO CONFIRM.
10:55:23 >>Jesse Gill: WE RAN AUTO TURN FOR A NUMBER OF VEHICLES FOR
10:55:26 A NUMBER OF DIFFERENT SCENARIOS.

10:55:28 THIS ROUNDABOUT ALLOWS FOR A WB 62, WHICH IS A 62-FOOT
10:55:33 TRACTOR TRAILER CAN NAVIGATE THE THRU MOVEMENT.
10:55:36 40-FOOT TRACTOR TRAILER CAN MAKE THAT U-TURN.
10:55:39 WE RAN EMERGENCY VEHICLES IN AND OUT OF THE LIFE CARE
10:55:43 FACILITY FROM ALL DIFFERENT DIRECTIONS.
10:55:46 WE DID RUN INTO -- IDENTIFIED A PROBLEM WITH THE EXISTING

10:55:51 SOUTHBOUND TO WESTBOUND RIGHT TURNING MOVEMENT COMING FROM
10:55:56 41 ONTO WILLIAMS ROAD FOR A FULL-SIZE SEMI AND HAVE
10:56:02 IDENTIFIED SOME IMPROVEMENTS THAT WILL HELP ADDRESS THAT.
10:56:05 I'LL TALK ABOUT THOSE IMPACTS A LITTLE BIT LATER IN THE
10:56:07 PRESENTATION.
10:56:07 SHOWN HERE IS MORE OF A COMPARISON, THE TOP BEING OUR
10:56:16 CURRENT CONCEPT PLAN AS IT STANDS TODAY.
10:56:18 THE BOTTOM BEING THE CONCEPT THAT WAS INCLUDED IN THE
10:56:22 PREVIOUS STUDY.
10:56:23 AGAIN, THE MAJOR DIFFERENCES ARE PEDESTRIAN FACILITIES ON
10:56:27 BOTH SIDES OF THE ROADWAY, THE CURVATURE OF THE CHICANES TO
10:56:31 SLOWLY -- OR TO SLOW TRAFFIC DOWN AS THEY ENTER AND NAVIGATE
10:56:35 THE ROUNDABOUT, AND THE FULL TRAFFIC SEPARATOR MEDIAN
10:56:40 ENCLOSURE AT THE INTERSECTIONS OF WALGREENS AND ATLANTIC
10:56:46 GULF BOULEVARD SO THAT VEHICLES AREN'T TRYING TO CROSS THE
10:56:51 TURNING LANES.
10:56:54 IT LIMITS THE NUMBER OF CONFLICT POINTS.
10:56:56 IT PROVIDES FOR A SAFER INTERSECTION AS WELL AS THE
10:56:59 CROSSWALK CONNECTIVITY EAST AND WEST OF THE ROUNDABOUT.

10:57:03 NOW, WE ARE BRINGING BICYCLE FACILITIES ONTO THE SIDEWALK,
10:57:09 AN EIGHT-FOOT SIDEWALK, WHICH IS THE MINIMUM FOR THE
10:57:11 ROUNDABOUT, SO THAT IT WILL BE A SHARED SIDEWALK AS THEY
10:57:17 NAVIGATE THE ROUNDABOUT AND THEN BRINGING THEM BACK INTO A
10:57:20 DESIGNATED BIKE LANE.
10:57:23 THERE IS AN EXISTING FOUR-FOOT KEYHOLE JUST WEST OF U.S. 41.
10:57:27 SO THESE ARE A FEW SECTIONS AS WE MOVE FROM WEST TO EAST
10:57:38 THROUGH THE PROJECT CORRIDOR.
10:57:40 THIS SHOWS YOU THAT BASICALLY WE ARE PROVIDING THE SIX-FOOT
10:57:44 SIDEWALK ON THE NORTH SIDE, TWO 11-FOOT TRAVEL LANES, FOUR
10:57:48 FOOT BIKE LANES, STAYING GENERALLY WITHIN THE EXISTING
10:57:51 RIGHT-OF-WAY THROUGH THIS AREA.
10:57:53 THERE IS AN EXISTING LANDSCAPE BERM, TYPE D BUFFER WITHIN
10:57:57 THE LIFE CARE CENTER OF ESTERO PROPERTY THAT WE WILL BE
10:58:00 REESTABLISHING, THAT PERMITTED ELEVATION AND TRYING TO AVOID
10:58:03 ANY IMPACTS TO THE LANDSCAPE WITHIN THIS AREA.
10:58:13 MOVING FURTHER EAST, AS WE START TO ENTER THE ROUNDABOUT, WE
10:58:22 INTRODUCE EIGHT-FOOT SIDEWALKS TO NAVIGATE THROUGH THE
10:58:25 ROUNDABOUT WITH A DIVIDED TWO-LANE FACILITY, NINE-FOOT
10:58:31 MEDIAN OR CHICANE.
10:58:32 AGAIN, WE ARE IMPACTING RIGHT-OF-WAY WITHIN THE FOUNTAIN
10:58:37 LAKES PRESERVE AREA ON THIS SIDE, MINIMIZING THE IMPACT TO
10:58:42 THE LIFE CARE CENTER OF ESTERO SHOWN ON THE LEFT-HAND SIDE
10:58:46 THERE.
10:58:48 LOOKING AT A CROSS-SECTION OF THE ROUNDABOUT ITSELF, YOU'LL

10:58:55 NOTICE THE EXISTING 60-FOOT RIGHT-OF-WAY, WE ARE IMPACTING
10:59:00 OR ABOUT 85.5 FEET TO THE NORTH, WHICH IS -- MIRRORS THAT OF

10:59:06 THE PREVIOUS CONCEPT PLAN, SO WE'RE NOT PROPOSING TO IMPACT
10:59:10 ANY FURTHER INTO THAT AREA, BUT WE DO HAVE TO PROVIDE THE
10:59:14 95-FOOT DESCRIBED DIAMETER ROUNDABOUT AS WELL AS A CROSSWALK
10:59:17 ON THE NORTH SIDE WITH THE APPROPRIATE PEDESTRIAN ENTRANCE.
10:59:22 AS WE MOVE FURTHER EAST, WE HAVE TO AVOID THAT SOUTH FLORIDA
10:59:28 WATER MANAGEMENT DISTRICT CONSERVATION EASEMENT SHOWN ON THE
10:59:31 RIGHT-HAND SIDE.
10:59:32 SO WE ARE LIMITING ANY IMPACTS TO THAT SIDE, WHICH DOES PUSH
10:59:37 US A LITTLE BIT INTO THE LIFE CARE CENTER OF ESTERO.
10:59:41 AGAIN, PROVIDING EIGHT-FOOT SIDEWALKS AS WE TRANSITION OUT
10:59:45 OF THE ROUNDABOUT ON BOTH SIDES THAT WILL BE SHARED BY
10:59:51 BICYCLISTS AND PEDESTRIANS AND THEN REESTABLISHING THAT TYPE
10:59:55 D LANDSCAPE BUFFER.
10:59:58 THIS SECTION IS TAKEN JUST WEST OF THE ATLANTIC GULF
11:00:05 BOULEVARD INTERSECTION.
11:00:08 YOU'LL NOTICE THE FOUR-FOOT TRAFFIC SEPARATOR AT THIS POINT,
11:00:13 WE'RE TRANSITIONING TO PROVIDE THOSE ELONGATED TURN LANES
11:00:16 THROUGH THAT AREA WITH BIKE LANES BOTH SIDES.
11:00:19 SO THE BIKES WILL MOVE BACK INTO DESIGNATED BIKE LANES,
11:00:24 SIX-FOOT SIDEWALKS WILL BE PROVIDED ON BOTH SIDES AND AGAIN,
11:00:27 REESTABLISHING THAT LANDSCAPE BUFFER WITHIN THE LIFE CARE
11:00:31 CENTER OF ESTERO PROPERTY.
11:00:32 FINALLY, AS WE GET TOWARDS THE INTERSECTION OF U.S. 41,

11:00:39 AGAIN, PROVIDING THAT SEPARATION, THAT TRAFFIC SEPARATOR TO
11:00:43 LIMIT THE MOVEMENTS THROUGH THOSE TURN LANES THAT ARE
11:00:46 CRITICAL TO MINIMIZING THE DELAYS IN THE EASTBOUND
11:00:55 DIRECTION, PROVIDING SIX-FOOT SIDEWALKS BOTH SIDES, WE ARE
11:00:57 STAYING OUT OF THE WEST BAY GOLF AND SALES CLUB PROPERTY DUE
11:01:04 TO THE ALIGNMENT SHIFT TO THE NORTH, STAY OUT OF THE
11:01:06 CONSERVATION EASEMENT.
11:01:07 WE DO HAVE SOME CONSTRAINTS AT THE SOUTHWEST CORNER AS WELL
11:01:11 WITH THE EXISTING MAST ARM.
11:01:13 SO THERE ARE LIMITATIONS ON HOW FAR SOUTH WE CAN BRING THE
11:01:18 ALIGNMENT ANYWAY, BUT WE ARE ENCROACHING INTO THE WALGREENS
11:01:21 PROPERTY TO SOME EXTENT AS WELL.
11:01:27 THIS KIND OF GIVES YOU A SUMMARY OF THE OVERALL IMPACT AT
11:01:31 EACH OF THE PROPERTY LOCATIONS.
11:01:34 YOU'LL NOTICE THAT WE HAVE BEEN ABLE TO FIT ALL OF THIS IN
11:01:37 TO THAT FOOTPRINT THAT WAS GENERALLY CONSISTENT WITH THE
11:01:41 PRIOR CONCEPT.
11:01:42 AND ACTUALLY MINIMIZE THE IMPACTS TO SOME EXTENT.
11:01:46 THE IMPORTANT ONE IS OBVIOUSLY THE CONSERVATION AREA,
11:01:50 MINIMIZING ANY IMPACTS TO THAT AREA.
11:01:52 THE NORTHWEST CORNER IMPACTS.
11:01:57 AS I MENTIONED, WHEN WE WERE EVALUATING THE TURNING
11:02:00 MOVEMENTS, WE NOTICED THAT THE WB 62, FULL SIZE 60-FOOT
11:02:07 TRACTOR TRAILER WAS UNABLE IN THE EXISTING CONDITION TO MAKE

11:02:10 THAT SOUTHBOUND RIGHT-TURN LANE WITHOUT MOUNTING THE CURB AT
11:02:16 THE NORTHWEST CORNER AND LOOKING AT PHOTOS IN THAT AREA,
11:02:20 THERE IS SIGNIFICANT OFF TRACKING, AND A LOT OF THOSE
11:02:24 UTILITY APPURTENANCES ARE LAYING ON THEIR SIDES.
11:02:27 SO IN ORDER TO PROVIDE OR ACCOMMODATE THAT MOVEMENT, WE'VE
11:02:34 PROVIDED A PRELIMINARY COST ESTIMATE FOR THE ITEMS THAT WE
11:02:37 CAN QUANTIFY AT THIS TIME.
11:02:40 IT IS A HEAVILY CONGESTED LOCATION FOR UTILITIES.
11:02:45 ALL THE UTILITIES SERVING PROPERTIES WEST OF THE
11:02:49 INTERSECTION ALL MEET RIGHT AT THIS CORNER HERE, SO THERE
11:02:52 ARE FPL POWER POLES, PARTICULARLY SOME NEW ONES THAT HAVE
11:02:56 BEEN INSTALLED AT THIS CORNER THAT WILL NEED TO BE
11:02:58 RELOCATED.
11:02:59 THEY ARE LOCATED WITHIN AN EASEMENT, AND WE ARE CURRENTLY
11:03:02 WORKING WITH FPL TO IDENTIFY HOW THESE WILL GET RELOCATED
11:03:06 AND WHAT KIND OF COST IMPLICATIONS THAT MIGHT BE INCURRED,
11:03:11 AS WELL AS THE RIGHT-OF-WAY ACQUISITION THERE WITH THE
11:03:14 WALGREENS PROPERTY.
11:03:15 SO THIS IS JUST AN ADDITIONAL COST AND ADDED PORTION TO THE
11:03:21 DESIGN FROM WHAT WAS ORIGINALLY INTENDED.
11:03:23 AND SHOWN THERE IS JUST A PHOTOGRAPH OF THAT CORNER THERE.
11:03:30 YOU'LL NOTICE THERE'S AN F.D.O.T. LIGHT POLE THAT WILL HAVE
11:03:34 TO BE RELOCATED.
11:03:35 THAT OVERHEAD ELECTRIC, THAT POLE ACTUALLY PROVIDES
11:03:38 DISTRIBUTION IN ALL FOUR DIRECTIONS.
11:03:41 SO DEPENDING ON THE SEVERITY OF THE RELOCATION, THERE MAY BE
11:03:45 A DOMINO EFFECT ON MULTIPLE POLES THAT NEED TO BE ADJUSTED,
11:03:48 RELOCATED AS PART OF THAT.
11:03:51 FINALLY, WRAPPING UP OUR PRESENTATION IS A CONCEPT,
11:03:59 LANDSCAPE CONCEPT PLAN THAT GREG DISERIO WITH DAVID JONES
11:04:04 AND ASSOCIATES HAS PROVIDED.
11:04:06 IT PROVIDES A FOCAL POINT FOR PALMS IN THE CENTER THERE AS
11:04:12 WELL AS SMALLER PALMS WITHIN THE CHICANES, SOME GROUND COVER
11:04:17 IN THE SPLITTER ISLANDS ADJACENT TO THE CROSSWALKS.
11:04:22 WE ARE ALSO DOING OUR BEST TO TRY TO FIND GREENSPACE
11:04:27 WHEREVER WE CAN FOR THE OPPORTUNITY FOR ANY ADDITIONAL
11:04:30 GROUND COVER COLOR, ASIDE FROM JUST PROVIDING SOD.
11:04:36 WE'LL BE WORKING WITH GREG AS WE REFINE THE DESIGN.
11:04:39 WITH THAT, I'LL TAKE ANY QUESTIONS YOU MIGHT HAVE.
11:04:44 >>Mayor Errington: QUESTIONS?
11:04:46 >>Jim Boesch: FIRST OF ALL, I THINK YOUR PRESENTATION A
11:04:51 LITTLE BIT CONFUSING.
11:04:54 I'M SURE IT'S NOT CONFUSING TO ROAD PEOPLE, BUT TO THE
11:04:58 AVERAGE PERSON.
11:05:00 SO YOUR SOLUTION IS TO COME OUT OF WALGREENS AND TAKE A
11:05:06 RIGHT.

11:05:07 >>Jesse Gill: YES, SIR.
11:05:09 >>Jim Boesch: GO TO THE ROUNDABOUT AND EITHER GO INTO THE
11:05:13 LIFE CENTER, YOU CAN GO IN THERE OR DO THE ROUNDABOUT AND
11:05:16 TURN AROUND AND COME BACK AGAIN.
11:05:18 >>Jesse Gill: YES, SIR.

11:05:19 >>Jim Boesch: LENGTHEN THE TWO ROADS, THE TWO LANES BACK TO
11:05:24 THE ROUNDABOUT SO THAT YOU GET MORE TRAFFIC FLOWING INTO
11:05:29 THAT.
11:05:31 NOW, YOU MENTIONED FOUNTAIN LAKES.
11:05:33 FOUNTAIN LAKES IS WAY DOWN PAST --
11:05:40 >>Jesse Gill: THEIR PROPERTY LIMITS THE NORTHERN PROPERTY
11:05:43 LIMITS.
11:05:44 BORDER WILLIAMS ROAD.
11:05:45 >>Jim Boesch: THEY HAVE PROPERTY THERE, FOUNTAIN LAKES.
11:05:47 >>Jesse Gill: YES.
11:05:49 AND THEY HAVE A PRESERVE AREA THERE.
11:05:51 >>Jim Boesch: YOU'RE NOT ADVOCATING ANY OF THAT LAND --
11:05:55 ATLANTIC ROAD USAGE, ARE YOU ADVOCATING USING THAT?
11:06:00 >>Jesse Gill: WELL, AND THAT'S KIND OF WHAT I TOUCHED ON IN
11:06:03 THE BEGINNING.
11:06:04 THERE WAS AN INITIAL DESIGN TO GO A FOUR-LEGGED ROUNDABOUT,
11:06:07 BRINGING THAT SOUTH LEG DOWN, CONNECT TO ATLANTIC GULF
11:06:11 BOULEVARD, WHICH FROM A TRAFFIC STANDPOINT WOULD BE IDEAL.
11:06:15 BUT BECAUSE OF THE CONSERVATION EASEMENT AND THE DISTRICT'S
11:06:19 STANCE ON RELEASING OF CONSERVATION EASEMENTS, IT'S NOT A
11:06:24 LIKELY ALTERNATIVE.
11:06:25 >>Jim Boesch: SO YOU'RE ELIMINATING THAT PARTICULAR CONCEPT.
11:06:29 >>Jesse Gill: YES.
11:06:33 >>Jim Boesch: NOW, IN TERMS OF SIDEWALK, YOU'RE TALKING
11:06:37 ABOUT PUTTING SIDEWALK ON BOTH THE NORTH SIDE AND THE SOUTH

11:06:44 SIDE?
11:06:45 >>Jesse Gill: YES, SIR.
11:06:45 >>Jim Boesch: THEN YOU'RE GOING TO HAVE TO TAKE LAND FROM
11:06:50 WALGREENS IS THAT GOING TO BE THE CASE?
11:06:52 >>Jesse Gill: CORRECT, YES.
11:06:54 >>Jim Boesch: WALGREENS UNDERSTANDS THAT THEY ARE GOING TO
11:06:57 LOSE LAND THERE?
11:06:58 >>Jesse Gill: THAT WILL BE -- SO ONCE WE GET SOME
11:07:00 CONCURRENCE ON THE OVERALL DESIGN AND GEOMETRY OF THE
11:07:04 CONCEPT, WE WILL BE HAVING INDIVIDUAL MEETINGS WITH ALL THE
11:07:07 PROPERTY OWNERS TO DISCUSS THESE REFINEMENTS.
11:07:12 THERE WAS PREVIOUSLY MEETINGS HELD WITH EACH OF THOSE
11:07:15 ENTITIES DURING THE PREVIOUS PLANNING PHASE.
11:07:18 AND THEY SHOWED ALL THE DIFFERENT ALTERNATIVES TO THOSE
11:07:21 ADJACENT PROPERTY OWNERS.
11:07:23 AND THE ROUNDABOUT ALTERNATIVE WAS THE ALTERNATIVE THAT WAS

11:07:26 THE MOST SUPPORTED.
11:07:28 OBVIOUSLY, WITH THE CAVEAT OF TRYING TO MINIMIZE IMPACTS TO
11:07:32 THEIR PROPERTIES.
11:07:34 >>Jim Boesch: NOW, I WAS INVOLVED IN THE INITIAL EXPANSION
11:07:37 OF THAT, WHEN WE EXPANDED, PUT A RIGHT TURN THERE.
11:07:42 AND AT THAT TIME, WALGREENS WASN'T INTERESTED IN ANY MORE
11:07:51 USAGE OF THEIR PROPERTIES.
11:07:55 I GUESS MAYBE TAKE EMINENT DOMAIN IF YOU HAVE TO.
11:07:58 IT'S GOING TO BE A LITTLE BIT OF A PROBLEM, I UNDERSTAND, AS

11:08:03 WE WENT THROUGH THAT WHEN WE INITIALLY DID THE RIGHT TURN
11:08:06 THERE.
11:08:06 AND THE RIGHT TURN HAS A LOT OF UTILITIES -- I MEAN, THE
11:08:13 RIGHT SIDE HAS A LOT OF UTILITIES IN THE SITE THERE.
11:08:16 SO THAT WAS MOVED.
11:08:22 I THINK IT WOULD BE WHERE YOU'RE PLANNING ON PUTTING THE
11:08:25 SIDEWALKS, YOU PROBABLY HAVE TO MOVE THE UTILITIES AGAIN, IS
11:08:28 THAT WHAT IS GOING TO HAPPEN THERE?
11:08:31 >>Jesse Gill: SOME OF THE UTILITIES, YES.
11:08:32 WE HAVE GOTTEN PRELIMINARY LOCATIONS OF THE UTILITIES.
11:08:38 FOR EXAMPLE, THE FPL LINES WILL NEED TO BE RELOCATED.
11:08:42 ANYTHING ABOVEGROUND WILL NEED TO BE ADJUSTED.
11:08:46 THERE IS AN INGRESS, EGRESS, AND UTILITY EASEMENT WITHIN THE
11:08:52 FRONTAGE OF THE WALGREENS PROPERTY, AND WE WILL BE LOOKING
11:08:56 AT WHO HAS RIGHTS TO THAT EASEMENT, AND THAT MAY BE AN
11:09:00 OPPORTUNITY TO MAYBE NOT HAVE TO PURCHASE PROPERTY AND BE
11:09:04 ABLE TO UTILIZE THAT EASEMENT IF, IN FACT, THE VILLAGE
11:09:10 AGREES THAT THEY HAVE RIGHTS TO THAT EASEMENT AS WELL.
11:09:14 >>Jim Boesch: WHAT'S THE TOTAL PRICE OF THIS WHOLE PROJECT?
11:09:17 >>Jesse Gill: SO THE ORIGINAL CONCEPT THAT IDENTIFIED ABOUT
11:09:21 $2.5 MILLION.
11:09:22 NOW WE WILL BE FURTHER IDENTIFYING NARROWING IN ON A REAL
11:09:30 CONSTRUCTION COST DURING OUR NEXT PHASE AS WE GET APPROVAL
11:09:34 ON THIS.
11:09:35 WE'LL START REFINING THE DESIGN AND PUTTING REAL NUMBERS TO

11:09:38 THAT.
11:09:39 >>Jim Boesch: ANY IDEA?
11:09:42 ESTIMATE?
11:09:42 >>Jesse Gill: I THINK WE'LL BE IN THAT BALLPARK.
11:09:44 I KNOW THAT PRICES RIGHT NOW ARE VERY VOLATILE.
11:09:47 SO THERE IS A REAL POSSIBILITY THAT THEY MAY GO UP.
11:09:53 >>Jim Boesch: 3 MILLION?
11:09:54 4 MILLION?
11:09:55 >>Jesse Gill: THAT'S REASONABLE.
11:09:56 AGAIN, SOME OF THE VARIABLE COSTS WITH THE FPL BEING IN AN
11:10:01 EASEMENT, I DON'T HAVE THE ABILITY TO QUANTIFY THAT RIGHT
11:10:03 NOW BECAUSE I DON'T KNOW THE EXTENT OF THE RELOCATIONS AND

11:10:06 THE RIGHT-OF-WAY ACQUISITION, OBVIOUSLY, IF YOU'RE ABLE TO
11:10:10 -- IF THEY ARE WILLING TO WORK WITH YOU AND DONATE
11:10:13 RIGHT-OF-WAY, THEN THAT'S ONE THING.
11:10:15 IF YOU'VE GOT TO PURCHASE IT, THAT OBVIOUSLY COULD ADD
11:10:18 SIGNIFICANT COST TO THE PROJECT AS WELL.
11:10:20 SO WE'RE WORKING THROUGH THOSE UNKNOWNS AS WE MOVE FORWARD.
11:10:24 >>Jim Boesch: GET SUPPORT FROM LEE COUNTY ON THIS, STEVE?
11:10:28 >>Mayor Errington: YOU DIRECT ALL THE QUESTIONS TO --
11:10:32 >>Jim Boesch: DID WE GET ANY SUPPORT FROM LEE COUNTY ON
11:10:34 THIS?
11:10:36 >> [INAUDIBLE]
11:10:37 >>Jim Boesch: ORIGINALLY, WHEN WE DID THAT, IT WAS LEE
11:10:39 COUNTY ANYHOW.

11:10:41 THEY PAID FOR THE ORIGINAL RIGHT-TURN LANE.
11:10:48 >>Steven Sarkozy: THAT WAS BEFORE THE INCORPORATION THEY DID
11:10:50 ALL THAT WORK.
11:10:51 SO I GUESS YOU COULD SAY THEY CREATED THE PROBLEM AND WE'RE
11:10:56 TRYING TO FIX IT.
11:10:57 >>Mayor Errington: THOSE ARE ALL GOOD QUESTIONS, COUNCIL
11:10:59 MEMBER BOESCH.
11:11:00 LET'S GIVE SOME OTHERS A CHANCE TO MOVE ON.
11:11:03 THOSE ARE GOOD QUESTIONS.
11:11:05 I'M SURE YOU'LL TAKE THOSE BACK AND BRING IT BACK TO US.
11:11:08 LET'S LET THE OTHER COUNCIL MEMBERS HAVE COMMENTS.
11:11:11 COUNCIL MEMBER WARD.
11:11:14 >>Jim Ward: AS YOU GO THROUGH THE PROCESS OF CONSTRUCTING A
11:11:19 ROUNDABOUT, WHAT TYPE OF IMPEDANCE WOULD YOU EXPECT ON THE
11:11:23 NORMAL FLOW OF TRAFFIC DURING THAT CONSTRUCTION PERIOD?
11:11:29 >>Jesse Gill: SOME OF THAT WOULD BE MEANS AND METHODS OF THE
11:11:31 CONTRACTOR.
11:11:35 WE'LL IDENTIFY REQUIREMENTS OF THE CONTRACTOR TO MAINTAIN
11:11:38 TRAFFIC TO A CERTAIN STANDARD.
11:11:40 WE'LL WORK WITH DAVID ON WHAT THOSE STANDARDS SHOULD BE.
11:11:45 IF TWO-WAY TRAFFIC NEEDS TO BE MAINTAINED AT ALL TIMES,
11:11:48 WHETHER THERE CAN BE LANE CLOSURES, WHETHER THERE HAS TO BE
11:11:51 NIGHT WORK.
11:11:52 THOSE ARE ALL ITEMS THAT WE WILL IDENTIFY WITHIN THE PLANS
11:11:54 AND SPECIFICATIONS SO THAT IT LIMITS IMPACTS DURING

11:11:58 CONSTRUCTION.
11:11:59 >>Jim Ward: DOES A ROUNDABOUT TYPICALLY INCUR MORE OF AN
11:12:03 ISSUE WITH CONTINUING THE TRAFFIC FLOW THAN NORMAL ROAD
11:12:07 WORK?
11:12:08 >>Jesse Gill: IT CREATES A LITTLE BIT OF A CONSTRUCTION
11:12:10 CHALLENGE.
11:12:10 YOU'RE TRYING TO BUILD IT IN HALVES, BUT IN SOME CASES YOU
11:12:16 HAVE TO QUARTER IT AND MAINTAIN TRAFFIC THROUGH THERE.

11:12:19 IT CAN BE DIFFICULT.
11:12:20 BUT LIKELY BE THE EASTBOUND LANE WOULD LIKELY BE CONSTRUCTED
11:12:26 FIRST TO PROVIDE THAT ADDITIONAL PAVEMENT ON THE OUTSIDE,
11:12:30 TRY TO WORK IN TWO LANES OF TRAFFIC THEN WHILE YOU'RE
11:12:33 CONSTRUCTING THE NORTH SIDE.
11:12:36 >>Jim Ward: DO YOU HAVE AN ESTIMATED TIME FRAME WHEN THIS
11:12:39 ALL WOULD BE OCCURRING?
11:12:41 >>Jesse Gill: SO OUR DESIGN WOULD WRAP UP TOWARDS THE THIRD,
11:12:45 FOURTH QUARTER OF NEXT YEAR, AND THEN DEPENDING ON
11:12:49 PROCUREMENT AND CONSTRUCTION SCHEDULE, LIKELY EARLY '23.
11:13:00 >>Mayor Errington: ANY OTHER QUESTIONS?
11:13:01 COUNCIL MEMBER FIESEL.
11:13:04 >>Larry Fiesel: I WAS KIND OF TAKEN BY THIS PHOTO OF THE
11:13:07 GENTLEMAN, A DRIVER MAKING AN ILLEGAL LEFT TURN COMING OUT
11:13:10 OF WALGREENS.
11:13:11 HOW LONG DID YOU HAVE TO SIT THERE TO GET THAT PHOTO?
11:13:14 >>Jesse Gill: ACTUALLY, NOT VERY LONG.

11:13:16 [LAUGHTER]
11:13:16 YEAH, IT WAS CONSTANT.
11:13:21 THERE WERE A LOT OF PEOPLE QUEUING TO MAKE THAT TURN.
11:13:25 >>Larry Fiesel: THE OTHER QUESTION I HAVE IS, I'M NOT
11:13:29 TRAINED IN ROAD CONSTRUCTION.
11:13:33 THE HIGH EMPHASIS CROSSWALK, CAN YOU TELL ME WHAT THAT
11:13:38 MEANS?
11:13:38 >>Jesse Gill: THAT JUST MEANS IT'S A REFLECTIVE PAVEMENT
11:13:43 MARKING THAT PROVIDES HIGHER EMPHASIS VERSUS A TYPICAL
11:13:50 PAINTED CROSSWALK.
11:13:51 IT'S THE TYPE OF MATERIALS --
11:13:53 >>Larry Fiesel: LITTLE MORE MARKINGS.
11:13:55 >>Jesse Gill: -- A THERMOPLASTIC THAT IS ACTUALLY LAID ON
11:13:58 TOP OF THE PAVEMENT RATHER THAN PAINTED.
11:14:03 >>Mayor Errington: ANY OTHER QUESTIONS?
11:14:07 >>Vice-Mayor McLain: WHAT IS THE SPEED LIMIT ON THIS ROAD?
11:14:09 >>Jesse Gill: 45 MILES AN HOUR CURRENTLY.
11:14:12 >>Vice-Mayor McLain: IS IT 45?
11:14:13 >>Jesse Gill: YES.
11:14:14 >>Vice-Mayor McLain: PRETTY QUICK.
11:14:15 MY CONCERN WITH THAT OBVIOUSLY IS WE'VE BEEN TRYING TO
11:14:18 INCORPORATE SEVEN-FOOT BIKE LANES.
11:14:21 I NOTICE THIS IS GOING TO BE FOUR.
11:14:23 BUT BECAUSE OF RIGHT-OF-WAY, THERE'S JUST NO WAY TO MAKE
11:14:26 THOSE LARGER THAN FOUR FEET, IN YOUR ESTIMATION.

11:14:31 >>Jesse Gill: WE ARE CERTAINLY, IF WE HAVE THE OPPORTUNITY,
11:14:35 AND A LOT OF IT IS GOING TO DEPEND ON OUR CONVERSATIONS WITH
11:14:38 THE ADJACENT STAKEHOLDERS AND PROPERTIES, THEIR WILLINGNESS
11:14:43 TO COOPERATE WITH THE PROJECT.

11:14:45 AND WE WILL CERTAINLY LOOK AT WIDENING OF THE PEDESTRIAN
11:14:49 FACILITIES.
11:14:49 OBVIOUSLY, IT'S NOT AN IDEAL SCENARIO, BUT WE ARE
11:14:52 CONSTRAINED.
11:14:53 >>Vice-Mayor McLain: IF YOU CAN DO THAT, I THINK THAT WOULD
11:14:55 BE GREAT IN THE DESIGN.
11:14:57 THE ROUNDABOUT LANDSCAPING, THIS ROUNDABOUT IS 95 FEET.
11:15:05 I'M NOT SURE WHAT VIA COCONUT'S ROUNDABOUT IS.
11:15:08 WE'RE SPENDING A LOT OF MONEY PUTTING IN LANDSCAPE IN THAT.
11:15:12 WE APPROVED THAT TODAY.
11:15:13 IS THIS ROUNDABOUT SMALLER, DAVID, THAN VIA COCONUT AND THE
11:15:17 LANDSCAPING?
11:15:19 I'D LIKE TO SEE SOME CONTINUITY, BECAUSE IF SOMEBODY COULD
11:15:22 GO STRAIGHT THROUGH, RIGHT?
11:15:24 AND THEN THEY -- BETWEEN THE TWO ROUNDABOUTS THAT ARE GOING
11:15:26 TO BE THERE.
11:15:32 >>David Willems: SO, YEAH, IT'S A LOT SMALLER THAN THE
11:15:36 ROUNDABOUT OVER AT VIA COCONUT AND WILLIAMS.
11:15:40 IT'S A FOUR LANE ROUNDABOUT BECAUSE THERE ARE FOUR LANES
11:15:42 NORTH AND SOUTH, SO IT'S A LOT BIGGER.
11:15:45 THE GENERAL GIST WAS TO BE SIMILAR, TO BE SIMILAR TO --

11:15:51 TREES AND THE UNDERSTORY AND THEN THE SMALLER PALM TREES AS
11:15:55 YOU COME IN, THAT'S GOING TO LOOK VERY SIMILAR TO WHAT WE
11:15:58 HAVE ON VIA COCONUT.
11:16:03 >>Vice-Mayor McLain: I NOTICED IN YOUR PRESENTATION, YOU
11:16:04 TALK ABOUT DECORATIVE LIGHTING.
11:16:07 WHERE IS THAT ACTUALLY GOING TO BE?
11:16:09 >>Jesse Gill: WE'LL RUN A LIGHTING ANALYSIS ONCE WE
11:16:13 ESTABLISH THE GEOMETRY OF THE ROADWAY TO DETERMINE THE
11:16:17 APPROPRIATE LIGHTING, MAINTAIN APPROPRIATE LIGHTING
11:16:20 THROUGHOUT THE CORRIDOR WITH EMPHASIS ON THE ROUNDABOUT
11:16:23 ITSELF AND PEDESTRIAN FACILITY.
11:16:27 >>Vice-Mayor McLain: ARE THERE STREETLIGHTS ON WILLIAMS ROAD
11:16:30 THERE?
11:16:31 >>Jesse Gill: NO.
11:16:32 THERE IS EXISTING LIGHTING ALONG U.S. 41 THAT WAS RECENTLY
11:16:35 INSTALLED, BUT THERE ARE CURRENTLY NONE ALONG WILLIAMS ROAD
11:16:38 THROUGH THAT CORRIDOR.
11:16:41 >>Vice-Mayor McLain: HAS THAT BEEN TAKEN INTO CONSIDERATION
11:16:42 AT ALL?
11:16:43 >>Jesse Gill: SURE.
11:16:44 YEAH, SO THE LIGHTING LEVELS THAT ARE PROVIDED FROM U.S. 41
11:16:49 WILL BE ACCOUNTED FOR ONCE WE RUN THE ANALYSIS SO THAT WE'RE
11:16:53 NOT OVERLIGHTING IN CERTAIN AREAS AND OBVIOUSLY, IT WILL
11:16:57 PROBABLY REDUCE THE NEED FOR ADDITIONAL POLES CLOSER TO THE
11:17:01 INTERSECTION.

11:17:02 >>Vice-Mayor McLain: IT'S REALLY NOT DECORATIVE LIGHTING.
11:17:04 DECORATIVE LIGHTING IS NICE, BUT I'M MORE INTERESTED IN
11:17:08 LIGHTING, PEDESTRIANS WALKING AT NIGHT OR BICYCLISTS OUT
11:17:11 THERE AT NIGHT WOULD NOT BE IN DANGER.
11:17:14 >>David Willems: YEAH.
11:17:15 I THINK ANYTIME WE DO A ROUNDABOUT AND WE HAVE ALL THOSE
11:17:17 PEOPLE THAT ARE CROSSING THE ROAD, THERE'S GOING TO BE
11:17:20 LIGHTING AT THAT ROUNDABOUT.
11:17:21 AND BECAUSE THE ROUNDABOUT IS SO CLOSE TO U.S. 41, WE'D MAKE
11:17:25 SURE THAT THAT LIGHTING WAS FILLED IN.
11:17:27 BECAUSE WHAT YOU DON'T WANT TO DO, YOU DON'T WANT TO HAVE
11:17:30 THIS BRIGHT LIGHT ON 41, AND THEN YOU GET INTO A DARKER
11:17:33 AREA, AND THEN ANOTHER BRIGHT LIGHT AT THE ROUNDABOUT.
11:17:36 WE TRY TO EVEN THAT OUT ALL THE WAY UP TO THE ROUNDABOUT
11:17:39 THERE WOULD BE LIGHTING.
11:17:40 FOR THE PEDESTRIANS, AND ALSO THE PEOPLE THAT ARE DRIVING
11:17:43 THROUGH THAT ROUNDABOUT.
11:17:46 >>Vice-Mayor McLain: THAT'S ALL I HAVE.
11:17:47 >>Mayor Errington: ANY OTHER COMMENTS?
11:17:51 >>Jim Boesch: I HAVE ONE MORE COMMENT.
11:17:54 DOING THE DESIGN, ONE OF THE MAJOR PROBLEMS WE HAD IN DOING
11:17:56 THAT PROJECT, WE DID THERE, WAS TIME FOR LEFT TURN.
11:18:03 TOUGH TIME, GAVE US MAYBE AN EXTENDED FIVE OR TEN SECONDS.
11:18:08 BUT THEY ARE VERY TOUGH ABOUT THE LEFT-TURN TIME ONTO 41.
11:18:14 SO YOU BETTER ADDRESS THAT WHEN YOU GET TO THAT POINT.

11:18:20 >>David Willems: YOU'RE REFERRING TO THE TIMING OF THE
11:18:22 ACTUAL STREETLIGHT AT 41?
11:18:25 YES.
11:18:25 THE STACKING IS ONE PROBLEM, BUT THE TIME THAT YOU HAVE TO
11:18:30 ACTUALLY MAKE THAT IS ANOTHER.
11:18:32 >>Vice-Mayor McLain: I USE THAT, AND I EXIT WALGREENS AND
11:18:35 TAKE THE RIGHT-HAND TURN.
11:18:37 I'M GOING TO CHICK-FIL-A, BUT IT'S INTERESTING THERE,
11:18:41 BECAUSE THEY DO HAVE A VERY SHORT GREEN ARROW GOING NORTH ON
11:18:46 41, BUT IT ALSO, IT TURNS YELLOW OR SOMETHING.
11:18:54 YOU CAN CONTINUE TO MAKE LEFT-HAND TURNS, BUT YOU HAVE TO
11:18:56 YIELD THE RIGHT-OF-WAY THERE.
11:18:58 AND THAT GIVES, IN MY TIME THAT I'VE BEEN DOWN THERE, IT
11:19:02 SEEMS LIKE THAT CLEARS OUT -- NOT THE INTERSECTION BUT THE
11:19:09 STACKING LANE PRETTY MUCH IF YOU YIELD PROPERLY THERE.
11:19:18 >>David Willems: JUST REAL BRIEFLY, THIS IS REALLY THE
11:19:20 CROSS-SECTION THAT'S CREATING ALL THE CONSTRAINTS ON US THAT
11:19:24 WE'RE NOT ACTUALLY ABLE TO BUILD THE FACILITIES THAT WE
11:19:27 WOULD WANT TO IN MOST PLACES.
11:19:30 SO I DON'T THINK WE WENT THROUGH IT EXACTLY, BUT WE TALKED
11:19:33 ABOUT THE CONSERVATION EASEMENT ON THE SOUTH SIDE, WHAT YOU
11:19:35 SEE ON THE RIGHT-HAND SIDE OF THE SCREEN HERE.

11:19:38 BUT ON THE LEFT SIDE, THE REASON WE REALLY CAN'T MOVE
11:19:41 FURTHER NORTH, THAT'S ACTUALLY THEIR DETENTION AREA.
11:19:43 SO THE LIFE CARE CENTER HAS THEIR DETENTION AREA UP IN THE

11:19:47 FRONT.
11:19:47 WE HAVE THIS MANY FEET AND THERE'S ABILITY TO MAKE SOME --
11:19:53 TO GIVE AND TAKE IN DIFFERENT LOCATIONS.
11:19:55 IT'S JUST A MATTER OF TRYING TO BALANCE WHAT'S GOING TO FIT
11:20:00 BEST THROUGH THIS AREA.
11:20:01 THE OTHER AREAS, THERE'S A LITTLE BIT MORE ROOM, BUT THIS IS
11:20:04 REALLY WHERE WE ARE THE MOST CONSTRAINED.
11:20:06 YOU CAN SEE THAT THE SIDEWALK REALLY GOES RIGHT UP TO THE
11:20:10 RIGHT-OF-WAY LINE THERE.
11:20:11 SO THIS IS WHERE WE ARE THE MOST CONSTRAINED.
11:20:15 >>Mayor Errington: THANK YOU.
11:20:16 IN ALL OF THESE PRESENTATIONS, WHAT I HAVE OBSERVED IS THAT
11:20:19 OUR STAFF REALLY WORKS HARD TO TRY TO SEE THAT THE SIDEWALKS
11:20:26 ARE AS WIDE AS POSSIBLE, THAT THE PEDESTRIANS HAVE A PLACE
11:20:31 TO WALK, BICYCLISTS HAVE A PLACE TO RIDE.
11:20:36 AS I TOLD DAVID RECENTLY, FOR THOSE OF US WHO DO NOT RIDE
11:20:41 BICYCLES, ONE OF THE CONCERNS I HAVE, AND I KNOW THERE ARE
11:20:44 MANY IN ESTERO, WHERE WE DON'T WANT TO BE REAL CLOSE TO THE
11:20:51 BICYCLISTS BECAUSE WE DON'T WANT TO HIT SOMEBODY OR CAUSE AN
11:20:54 ACCIDENT.
11:20:54 AND MANY PEOPLE HAVE TOLD ME THAT.
11:20:56 I KNOW THAT YOU'RE PUTTING FORTH YOUR BEST EFFORT TO TRY TO
11:20:59 GET AS MUCH OUT OF ALL OF THIS, SO WE APPRECIATE WHAT YOU
11:21:04 TRY TO DO.
11:21:05 IT'S VERY DIFFICULT.

11:21:06 THAT ROAD IS NARROW.
11:21:07 THE SIDES ARE NARROW.
11:21:09 AND TO SQUEEZE THAT MUCH PROPERTY OUT OF THERE, I COMMEND
11:21:13 YOU FOR TRYING TO DO THAT.
11:21:15 IT'S DIFFICULT.
11:21:17 AND YOU'RE TRYING TO MAKE IT SAFE FOR THOSE OF US WHO ARE
11:21:20 DRIVING, TOO, NOT TO INJURE SOMEBODY WHO'S WALKING.
11:21:23 THANK YOU.
11:21:25 >>David Willems: AS YOU CAN SEE, THE GIVE AND TAKE IS THE
11:21:27 SIX FOOT SIDEWALK AND THE FOUR FOOT BIKE LANE.
11:21:31 REALLY, THAT'S THE ROOM WE HAVE AND WHICH WAY IT GOES,
11:21:35 THAT'S THE TOUGH PART.
11:21:37 >>Mayor Errington: THANK YOU.
11:21:38 IS THAT IT?
11:21:42 WE HAVE A COMMENT.
11:21:44 OKAY.
11:21:44 >>Carol Sacco: WE HAVE ONE COMMENT.
11:21:46 MR. GORDON BROWN, 21841 PALMETTO DUNES DRIVE IN

11:21:51 PELICAN SOUND.
11:21:55 >> GOOD MORNING.
11:21:56 THIS IS THE PROVERBIAL TEN POUNDS IN A FIVE-POUND BAG.
11:22:06 BUT I THINK THE DESIGN IS PRETTY GOOD, I THINK, FROM ALL
11:22:07 STANDPOINTS RELATIVE TO CONTROLLING TURNS, PROVIDING ACCESS
11:22:12 FOR WALKERS AS WELL AS BIKERS.
11:22:15 BUT THERE ARE A COUPLE OF PINCH POINTS THAT I WOULD LIKE TO

11:22:18 POINT OUT TO THE COUNCIL.
11:22:19 I HAVE TALKED ABOUT THESE WITH DAVID.
11:22:21 WE LOOKED AT SOME POSSIBLE OPTIONS TO REDUCE THOSE PINCH
11:22:24 POINTS.
11:22:25 BUT I JUST WANT TO MENTION, THE PROBLEM WITH PEDESTRIANS AND
11:22:30 BIKERS, AS MAYOR ERRINGTON HAD POINTED OUT, IS WHEN YOU
11:22:36 CROSS.
11:22:37 AND WHEN YOU'RE CROSSING ON A VERY NARROW BIKE PATH OR
11:22:44 MULTIUSE PATH OR A SIDEWALK IN PARTICULAR, IT'S ONLY SIX
11:22:47 FEET WIDE, SOMEONE GENERALLY HAS TO YIELD.
11:22:51 AND IT'S USUALLY THE PEDESTRIAN, BECAUSE THE BIKER IS MOVING
11:22:54 AT A MUCH FASTER SPEED.
11:22:57 THE LAW SAYS THE BIKER IS SUPPOSED TO YIELD, BUT THAT'S NOT
11:23:01 NECESSARILY THE ACTIVE ACTIVITIES ON THESE SIDEWALKS.
11:23:06 AND THERE ARE A COUPLE OF THE SECTIONS WHERE IT'S VERY CLOSE
11:23:11 ON SIX-FOOT SIDEWALKS WHERE YOU'RE GOING TO HAVE PASSING OF
11:23:14 BOTH BIKERS AND WALKERS.
11:23:17 NEXT TO LANES OF TRAFFIC, WHICH PUTS THEM IN PROXIMITY FOR A
11:23:23 DANGEROUS SITUATION.
11:23:27 THERE'S ALSO CONCERNS I HAVE IN THE ROUNDABOUT, AND I THINK
11:23:30 THOSE CAN BE ADDRESSED BY PROVIDING MORE RADIUS GOING INTO
11:23:35 THOSE ROUNDABOUTS AND LARGER SECTIONS FOR PASSAGE THROUGH
11:23:40 THE SECTIONS.
11:23:41 I'VE TALKED ABOUT THESE WITH DAVID.
11:23:42 HE'S GOING TO WORK WITH THE CONSULTANT.

11:23:45 OVERALL, I'M VERY PLEASED THAT THE PROJECT THAT WE DO HAVE
11:23:50 MEET ALL OF THE COMPETING OBJECTIVES THAT THIS INTERSECTION
11:23:54 HAS.
11:23:54 THANK YOU.
11:23:56 >>Mayor Errington: THANK YOU.
11:23:57 ANYONE ELSE?
11:23:58 >>Carol Sacco: NO, MAYOR.
11:23:59 >>Mayor Errington: SO THAT WILL END THE --
11:24:03 >>Vice-Mayor McLain: CAN I ASK A QUESTION FOR CLARIFICATION?
11:24:05 >>Mayor Errington: YES.
11:24:05 >>Vice-Mayor McLain: I NOTICE IN YOUR PRESENTATION, YOU HAVE
11:24:07 A GREEN SPINE CIRCLE TRACK CITY OF TAMPA.
11:24:10 I'M LOOKING AT THAT.
11:24:13 IS THAT A TWO-WAY BICYCLE LANE, AND DOES IT WORK WELL?

11:24:19 IT LOOKS LIKE IT WOULD GO BOTH DIRECTIONS IN THAT.
11:24:22 >>Jesse Gill: YES, IT DOES.
11:24:23 IT MAY NOT HAVE BEEN THE MOST APPROPRIATE PHOTO, BUT IT WAS
11:24:26 JUST MORE TO SHOW THE GREEN PAVEMENT MARKINGS, THE
11:24:29 DESIGNATED BICYCLE FACILITY.
11:24:31 IT'S SOMETHING WE'RE WORKING WITH THE CITY OF TAMPA ON.
11:24:37 >>Vice-Mayor McLain: WE ALWAYS HAVE SPACE LIMITATIONS.
11:24:38 IN YOUR PROFESSIONAL EXPERIENCE, HAVE YOU SEEN TWO-WAY BIKE
11:24:44 LANES ON ONE SIDE OF THE STREET AND DO THEY WORK?
11:24:48 ARE THEY SAFE?
11:24:49 >>Jesse Gill: THEY DO.

11:24:50 AND THESE ARE PARTICULARLY EFFECTIVE IN THESE URBAN AREAS
11:24:55 WHERE YOUR SPEED LIMITS ARE MUCH SLOWER, SO YOU CAN NARROW
11:25:00 THE LANE WIDTHS DOWN AND PICK UP SOME WIDTH FOR A DESIGNATED
11:25:05 BICYCLE FACILITY.
11:25:06 IT DOES PROVIDE A CURBED PROTECTION FROM THE TRAFFIC TO THE
11:25:12 DESIGNATED BICYCLE FACILITY.
11:25:15 AND IT'S SIGNED APPROPRIATELY FOR THE BICYCLES TO MAINTAIN
11:25:19 MOVEMENTS ON THEIR SIDES WITH APPROPRIATE PAVEMENT MARKINGS
11:25:24 AND SIGNAGE.
11:25:27 >>Mayor Errington: THANK YOU.
11:25:29 WE'RE READY NOW TO GO TO WORKSHOP ITEM 13B, COCONUT ROAD
11:25:37 INTERSECTION IMPROVEMENTS PROJECT UPDATE.
11:25:40 STEVE, WILL YOU INTRODUCE THIS, PLEASE.
11:25:44 >>Steven Sarkozy: MEMBERS OF COUNCIL, THIS COMES TO YOU AT
11:25:47 THE REQUEST OF COUNCIL MEMBER WHO POINTED OUT ACCURATELY
11:25:53 THAT THERE IS A PROJECT BEING CONSIDERED IN BONITA SPRINGS
11:25:56 THAT IS GOING TO AFFECT COCONUT ROAD.
11:25:59 BONITA SPRINGS THIS WEEK IS CONSIDERING A MAJOR DEVELOPMENT
11:26:05 AT LONDON BAY ON THE FAR WEST END DOWN BY THE HYATT.
11:26:10 THAT'S GOING TO PUT CONSIDERABLE TRAFFIC PRESSURE ON
11:26:14 COCONUT, AND COCONUT IS ALMOST ENTIRELY A VILLAGE OF ESTERO
11:26:22 ROADWAY.
11:26:22 THAT LEAVES US WITH HEAVY PRESSURE, TRAFFIC PRESSURE ON
11:26:28 COCONUT.
11:26:30 IT CREATES A PROBLEM FOR OUR NEIGHBORHOODS WHO ARE ON THE

11:26:32 NORTH SIDE OF COCONUT, PARTICULARLY TRYING TO ACCESS
11:26:36 EASTBOUND COCONUT IN THE FACE OF HEAVY TRAFFIC.
11:26:39 PREVIOUS STUDIES THAT WE'VE CONDUCTED SHOW THE VALUE OF
11:26:44 HAVING ROUNDABOUTS AT SEVERAL SPOTS ALONG THE WAY.
11:26:50 AND THIS ITEM IN THE WORKSHOP IS INTENDED TO REVISIT THOSE
11:26:56 ROUNDABOUTS AND CONSIDER NEXT STEPS MOVING FORWARD.
11:27:01 SO, AGAIN, I'LL CALL ON DAVID WILLEMS TO DESCRIBE THE PLAN
11:27:07 THAT WE HAVE LAID OUT, AND THEN ANY POSSIBLE MODIFICATIONS
11:27:12 OR DISCUSSION REGARDING THAT STATUS OF THE PROJECT.
11:27:15 >>David Willems: GOOD MORNING AGAIN.

11:27:17 SO I'LL BE QUICK.
11:27:20 JOSH HILDEBRAND WITH JOHNSON ENGINEERING IS GOING TO PRESENT
11:27:22 THE RESULTS OF THE REPORT, BUT THAT REPORT WAS DONE BECAUSE
11:27:27 OF SOME DEVELOPMENT PRESSURE OUT AT THE END OF COCONUT ROAD.
11:27:30 KCA PERFORMED AN ANALYSIS OF THE ROADWAY, A TRAFFIC STUDY,
11:27:35 TO LOOK AT WHAT THE TRAFFIC WOULD BE LIKE AFTER THERE WAS
11:27:39 ADDITIONAL DEVELOPMENT OUT WEST ON COCONUT ROAD, AND WHAT
11:27:43 THEY DETERMINED IS THAT AT SOME POINT IN THE FUTURE THE
11:27:47 THREE INTERSECTIONS -- THERE'S GOING TO BE THREE
11:27:49 INTERSECTIONS THAT FAIL FROM A TIMING STANDPOINT FOR
11:27:54 RESIDENTS TO MAKE A LEFT TURN ONTO COCONUT ROAD.
11:27:57 WHAT THEY RECOMMENDED WAS THAT ROUNDABOUTS BE INSTALLED.
11:28:01 THEY DIDN'T RECOMMEND THEY BE INSTALLED ALL AT THE SAME
11:28:02 TIME, BUT BASICALLY YOU WOULD PROGRESS FROM EAST TO WEST
11:28:07 BEING THE EAST ONES WOULD BE NEEDED EARLIEST.

11:28:10 WE ALSO HAD JOHNSON ENGINEERING LOOK AT, SINCE WE DIDN'T
11:28:14 WANT TO DO THIS IN A BUBBLE, WHAT BIKE-PED IMPROVEMENTS
11:28:19 COULD BE DONE ON THAT ROADWAY THERE THE FUTURE SO THAT IF WE
11:28:23 DO THE ROUNDABOUTS, THAT WE CONTEMPLATE WHAT THOSE BICYCLE
11:28:27 AND PEDESTRIAN IMPROVEMENTS WOULD BE.
11:28:29 SO JOSH IS HERE TO BASICALLY PRESENT THEIR FINDINGS.
11:28:33 IT'S A LITTLE BIT MORE OF A DETAILED DESIGN OF THOSE
11:28:35 ROUNDABOUTS, AND THEN ALSO SOME DISCUSSION ON POTENTIAL BIKE
11:28:40 AND PEDESTRIAN IMPROVEMENTS ALONG COCONUT ROAD.
11:28:51 >>Josh Hildebrand: GOOD MORNING, MAYOR AND COUNCIL, AS SAVED
11:28:53 MENTIONED.
11:28:54 I'M JOSH HILDEBRAND WITH JOHNSON ENGINEERING, THE PROJECT
11:28:57 MANAGER FOR THIS STUDY.
11:28:58 AS FAR AS THE STUDY ITSELF, IT WAS A PRELIMINARY ENGINEERING
11:29:02 REPORT THAT DID FOCUS ON THE SAFETY IMPROVEMENTS ALONG
11:29:07 COCONUT ROAD.
11:29:10 OUR LIMITS WERE FROM THE EL DORADO BOULEVARD INTERSECTION OF
11:29:15 COCONUT ROAD TO THE U.S. 41 INTERSECTION.
11:29:18 WE DID LOOK AT THREE INTERSECTIONS ALONG THE CORRIDOR.
11:29:21 WE LOOKED AT THE INTERSECTION OF EL DORADO BOULEVARD AND
11:29:25 COCONUT ROAD, OLDE MEADOWBROOK, AND THEN ALSO COCONUT SHORES
11:29:31 DRIVE.
11:29:33 AS FAR AS THE SCOPE OF STUDY, WE DID GO BACK AND LOOK AT
11:29:36 SOME OF THE TRAFFIC BASED OFF THE RECOMMENDATIONS FROM THE
11:29:39 TRAFFIC MEMORANDUM PREPARED BY KISINGER CAMPO AND

11:29:42 ASSOCIATES.
11:29:44 WE DID LOOK AT THE EXISTING RIGHT-OF-WAY, AND THOSE
11:29:47 CONSTRAINTS, AND THEN AS FAR AS SOME OF THE DESIGN
11:29:49 PARAMETERS THAT WE TOOK INTO ACCOUNT, WE DID TAKE INTO
11:29:52 ACCOUNT THE VILLAGE OF ESTERO BIKE AND PEDESTRIAN MASTER
11:29:55 PLAN, THE PERMITTING IMPLICATIONS, LONG-RANGE TRANSPORTATION

11:30:00 PLANNING, UTILITY IMPACTS, AND THEN THE CONSTRUCTABILITY OF
11:30:03 THESE IMPROVEMENTS AS WELL AS THE COST.
11:30:06 AS DAVID MENTIONED, THERE WERE TWO TYPICAL SECTIONS THAT WE
11:30:10 EVALUATED THROUGH THE CORRIDOR.
11:30:11 ONE WAS FOR SEVEN-FOOT BIKE LANES AND THE OTHER WAS WIDENING
11:30:15 THE EXISTING MULTIUSE PATH ON THE SOUTH SIDE OF THE
11:30:18 CORRIDOR.
11:30:19 AND THEN AGAIN, THERE WERE THREE ROUNDABOUTS THAT WERE ALSO
11:30:22 ANALYZED.
11:30:24 AS FAR AS THE EXISTING CONDITIONS OF THE CORRIDOR, IT IS A
11:30:31 VILLAGE OF ESTERO MAINTAINED MAJOR COLLECTOR.
11:30:33 IT DOES HAVE VARYING RIGHT-OF-WAY WIDTH FROM 65 TO 75 FEET
11:30:37 AT VARIOUS LOCATIONS.
11:30:38 THERE IS A 25-FOOT WIDE UTILITY EASEMENT ALONG THE SOUTH
11:30:42 SIDE OF THE CORRIDOR, AND THERE'S GENERALLY TWO 12-FOOT
11:30:46 LANES WITH PERIODIC LEFT AND RIGHT-TURN LANES.
11:30:50 IT DOES HAVE A 40 MILES PER HOUR SPEED LIMIT AND THERE ARE
11:30:55 RESIDENTIAL COMMUNITIES LOCATED BOTH ALONG THE NORTH AND
11:30:57 SOUTH SIDE OF THE CORRIDOR.

11:31:00 SO AS FAR AS THE GOALS AND OBJECTIVES, WE WANTED TO FOCUS
11:31:04 FIRST AND FOREMOST ON SAFETY, AND THEN WE WANTED TO PRESENT
11:31:09 OPTIONS THAT WERE BOTH WALKABLE, BIKEABLE, MULTIMODAL, BUT
11:31:14 THERE WERE SOME CHALLENGES THAT WERE PRESENTED.
11:31:17 ONE, THIS CORRIDOR IS A DEAD-END CORRIDOR TO THE WEST.
11:31:20 THERE ARE SOME RIGHT-OF-WAY CHALLENGES, AND THERE'S ALSO
11:31:25 SOME EXISTING CHALLENGES WITH THE EASEMENT AND EXISTING
11:31:29 UTILITIES TO THE SOUTH.
11:31:31 WE ALSO UNDERSTAND THAT THERE ARE ISSUES WITH TRAFFIC
11:31:33 BACKING UP AT THE INTERSECTION OF U.S. 41, SO WE WANTED TO
11:31:36 TAKE THAT INTO ACCOUNT.
11:31:37 OVERALL, OUR STUDY FOCUSED ON PROVIDING A COMPLETE STREET,
11:31:42 WHICH DID FOCUS ON THESE MULTIMODAL ASPECTS.
11:31:46 IT DID INCLUDE AND TAKE INTO ACCOUNT LANDSCAPING, LIGHTING,
11:31:49 ROUNDABOUTS, AND BIKE LANES TO THE DEGREE POSSIBLE.
11:31:53 SO MOVING INTO THE TWO TYPICAL SECTIONS, AS I MENTIONED
11:31:57 THERE WERE TWO.
11:31:58 THE FIRST ONE, THE SEVEN FOOT BUFFER BIKE LANES, GENERALLY,
11:32:02 THESE CAN BE ACCOMMODATED FROM EL DORADO BOULEVARD UP TO
11:32:07 COCONUT SHORES.
11:32:08 THERE IS A CHALLENGE.
11:32:11 ONCE YOU MOVE INTO THE GENERAL VICINITY OF COCONUT SHORES
11:32:16 DRIVE TO THE NORTH, THERE IS AN EXISTING WALL.
11:32:19 THERE ARE SOME RIGHT-OF-WAY CONSTRAINTS THERE.
11:32:21 WE DID LOOK AT THE POSSIBILITY OF EXTENDING THE SIDEWALK ON

11:32:25 THE NORTH SIDE SOUTH TO THAT POTENTIAL ROUNDABOUT AND SEEING
11:32:29 IF WE COULD ALSO INCLUDE THE SEVEN FOOT BIKE LANES.

11:32:34 THE CHALLENGE IS BOTH -- YES, SIR.
11:32:37 OKAY.
11:32:39 THE CHALLENGE IS BOTH CANNOT BE ACCOMMODATED BETWEEN THE
11:32:42 EXISTING ROADWAY AND THAT EXISTING WALL ON PRIVATE
11:32:48 DEVELOPMENT.
11:32:49 AND THEN ALSO LOOKING AT THE SEVEN FOOT BUFFER BIKE LANES IN
11:32:54 THE GENERAL VICINITY OF THE U.S. 41 INTERSECTION, THERE CAN
11:32:57 BE LANE REASSIGNMENTS HERE.
11:33:00 AGAIN, YOU DO HAVE SOME ADDITIONAL SPACE.
11:33:05 YOU HAVE TWO FOOT ON BOTH SIDES OF THE 11-FOOT EXISTING
11:33:08 LANES.
11:33:08 SO IT IS POSSIBLE TO INTEGRATE THE BIKE LANES FOR THIS
11:33:12 SECTION.
11:33:12 BUT, AGAIN, THE PRIMARY CHALLENGE OF THE SEVEN FOOT BIKE
11:33:15 LANES WAS ON THE NORTH SIDE, JUST NORTH OF COCONUT SHORES
11:33:20 DRIVE.
11:33:21 THE SECOND OPTION WE EXPLORED WAS A TEN FOOT MULTIUSE PATH
11:33:27 OR WIDENING, THE EXISTING EIGHT FOOT PATHWAY TO TEN FOOT
11:33:30 MULTIUSE PATH ON THE SOUTH SIDE.
11:33:32 WE LOOKED AT THE TEN FOOT.
11:33:33 THERE WERE SOME CHALLENGES WITH DRAINAGE, LANDSCAPING, AND
11:33:38 UTILITIES, BUT THIS CAN BE ACCOMMODATED WITHIN THE PROJECT
11:33:44 LIMITS.

11:33:45 THERE ALSO MAY BE POTENTIAL, IF COUNCIL CHOSE TO, TO LOOK AT
11:33:49 EVEN WIDENING UP TO 12-FOOT.
11:33:51 THERE IS AN INCREASED COST ASSOCIATED WITH THAT, BUT THERE
11:33:54 ARE OPPORTUNITIES TO WIDEN THAT MULTIUSE PATH.
11:33:57 AND THERE YOU SEE JUST, THIS IS NEAR THE U.S. 41
11:34:02 INTERSECTION, THE EXISTING PATHWAY, JUST WHAT IT WOULD LOOK
11:34:05 LIKE BEING WIDENED TO TEN FOOT.
11:34:07 MOVING INTO THE ROUNDABOUT, I'M FIRST GOING TO START WITH
11:34:11 THE ONE AT COCONUT SHORES DRIVE.
11:34:14 TO THE EAST, AS DAVID MENTIONED, THESE IMPROVEMENTS WOULD
11:34:17 LIKELY, THE NECESSITY FOR THESE IMPROVEMENTS WOULD LIKELY
11:34:20 HAPPEN FROM EAST TO WEST.
11:34:22 WHAT WE HAVE HERE IS 105-FOOT INSCRIBED CIRCLE ROUNDABOUT.
11:34:31 IT DOES INCLUDE A SIDEWALK ON THE NORTH SIDE JUST EAST OF
11:34:35 THE CORRIDOR, AND IT DOES HAVE SOME CHALLENGES WITH
11:34:40 UTILITIES TO THE SOUTH.
11:34:41 THERE WILL BE NEED FOR ADDITIONAL RIGHT-OF-WAY, BOTH IN THE
11:34:45 NORTHEAST, NORTHWEST, AND SOUTH CORNERS OF THE ROUNDABOUT TO
11:34:50 ACCOMMODATE IT.
11:34:51 BUT THIS ROUNDABOUT, AS YOU CONCEPTUALLY SEE, IS ABLE TO
11:34:55 ACCOMMODATE EMERGENCY VEHICLES AS WELL AS SCHOOL BUSES.
11:35:01 >>Joanne Ribble: THERE IS A TREMENDOUS AMOUNT OF TRACTOR
11:35:03 TRAILER TRAFFIC ON THAT ROAD.
11:35:05 WILL THAT ACCOMMODATE THE TRACTOR-TRAILERS ALSO?

11:35:08 >>Josh Hildebrand: IT WILL BE ABLE TO ACCOMMODATE IT.

11:35:10 WE RAN VARIOUS AUTO TURN SCENARIOS.
11:35:13 ONE OF THE FOCUSES ON OUR STUDY, AGAIN, IT'S NOT THE FINAL
11:35:16 DESIGN, BUT WE DID LOOK AT THE OPPORTUNITIES TO MAXIMIZE THE
11:35:19 INSCRIBED CIRCLE OF THESE ROUNDABOUTS TO MAKE SURE THAT WE
11:35:23 CAN ACCOMMODATE THE LARGER VEHICLES.
11:35:25 AGAIN, THERE WILL BE A TRUCK APRON FOR VERY LARGE VEHICLES,
11:35:32 BUT IN GENERAL, THIS WILL BE ABLE TO ACCOMMODATE THE
11:35:35 TRACTOR-TRAILERS, EMERGENCY RESPONSE, AND ALSO SCHOOL BUSES.
11:35:40 >>Joanne Ribble: THANK YOU.
11:35:45 >>Josh Hildebrand: THE SECOND ROUNDABOUT, AGAIN, MOVING TO
11:35:47 THE WEST, THE OLDE MEADOWBROOK BOULEVARD, AGAIN, 105-FOOT
11:35:54 DIAMETER INSCRIBED CIRCLE, VERY SIMILAR TO THE ONE WE
11:35:58 PREVIOUSLY LOOKED AT.
11:36:00 THERE IS A NEED FOR ADDITIONAL RIGHT-OF-WAY TO THE SOUTH,
11:36:02 AND THEN ALSO ON THE NORTHEAST AND NORTHWEST CORNERS OF THE
11:36:10 ROUNDABOUT.
11:36:11 FINALLY, THE THIRD INTERSECTION, THE ROUNDABOUT AT EL DORADO
11:36:18 BOULEVARD, THIS ONE PROBABLY HAS THE MOST FLEXIBILITY GIVEN
11:36:22 THAT IT DOES NOT HAVE AS MUCH DEVELOPMENT CONSTRAINTS, BUT,
11:36:25 AGAIN, FOR CONSISTENCY, WE LOOKED AT 105-FOOT INSCRIBED
11:36:32 DIAMETER.
11:36:32 IT DOES HAVE THE STANDARD UTILITY CHALLENGES THAT WERE
11:36:34 PREVIOUSLY MENTIONED AND IT WILL ALSO NEED ADDITIONAL
11:36:38 RIGHT-OF-WAY, BOTH ON THE NORTHEAST, NORTHWEST, AND SOUTH
11:36:40 SIDE OF THE CORRIDOR.

11:36:41 AS FAR AS COST, COST PREPARED BASED OFF OF OPTIONS.
11:36:50 FIRST OPTION, BUFFERED BIKE LANES.
11:36:52 WE INCLUDED A COST THROUGH SEGMENT ONE, WHICH AGAIN, SEGMENT
11:36:58 ONE WAS FROM EL DORADO TO COCONUT SHORES DRIVE.
11:37:02 THAT COST WAS APPROXIMATELY $2.36 MILLION TO INTEGRATE
11:37:07 BUFFERED BIKE LANES ALONG THE CORRIDOR.
11:37:09 WE ALSO LOOKED AT THE COST ASSOCIATED WITH WIDENING THAT
11:37:12 EXISTING PATHWAY THAT EIGHT-FOOT PATHWAY TO A TEN FOOT
11:37:16 PATHWAY THROUGH BOTH SEGMENTS FROM EL DORADO ALL THE WAY TO
11:37:20 U.S. 41.
11:37:21 THAT ONE HAD AN ESTIMATED TOTAL COST OF ABOUT $1.58 MILLION.
11:37:26 AND THEN INDIVIDUALLY, WE LOOKED AT THE ROUNDABOUTS,
11:37:30 UNDERSTANDING THAT THESE MAY BE ADDED IN PHASES.
11:37:33 THE ROUNDABOUTS RANGED FROM $800,000 TO ROUGHLY 940,000.
11:37:39 THAT DOES NOT INCLUDE THE COST ASSOCIATED WITH RIGHT-OF-WAY.
11:37:42 AS FAR AS RECOMMENDATIONS, IT'S CURRENTLY OUR RECOMMENDATION
11:37:50 FOR OPTION 2.
11:37:51 THAT IS THE PATHWAY WIDENING IS PREFERRED DUE TO -- IT
11:37:54 DOESN'T HAVE AS MANY CONSTRUCTABILITY CONSTRAINTS AS THE
11:37:59 BUFFERED BIKE LANES.

11:38:00 I WOULD LIKE TO POINT OUT THAT IF THE BUFFERED BIKE LANES
11:38:03 WERE PREFERRED BY COUNCIL, THEY CAN BE ADDED.
11:38:07 IT HAS LESS CHALLENGES.
11:38:10 ALSO, OUR RECOMMENDATION IS TO CONSTRUCT THE ROUNDABOUTS
11:38:13 MOVING FROM THE EAST, PROGRESSING TO THE WEST AS FUNDING

11:38:19 ALLOWS.
11:38:20 WITH THAT, I THANK YOU AND BE MORE THAN HAPPY TO ANSWER ANY
11:38:23 QUESTIONS.
11:38:24 >>Mayor Errington: COUNCIL MEMBER RIBBLE HAD HER HAND UP.
11:38:26 >>Joanne Ribble: JOSH, I LIVE BY COCONUT ROAD.
11:38:30 I USE IT ALL THE TIME.
11:38:31 AND THE PICTURES THAT YOU PROVIDED US WERE VERY GOOD.
11:38:35 I NOTICED THAT THEY WERE TAKEN IN JUNE.
11:38:37 SINCE JUNE AND NONE OF THE DIAGRAMS SHOWED THIS, THE NEW
11:38:43 COMMUNITY OF COCONUT LANDING HAS BEEN BUILT, AND YOU TALKED
11:38:47 ABOUT SIDEWALKS ON THE NORTH SIDE.
11:38:50 I'M SURE PLANNING AND ZONING REQUIRES THIS OF NEW
11:38:53 COMMUNITIES, BUT THEY HAVE PUT IN A SIDEWALK OF ABOUT 500
11:38:58 FEET FROM EL DORADO EAST ACROSS THEIR PROPERTY.
11:39:02 IT WOULD HAVE GONE -- IT HAS GONE IN WHERE YOU WOULD HAVE
11:39:05 PUT A BIKE LANE.
11:39:07 IT ALSO LEADS TO NOWHERE.
11:39:10 IT BEGINS AND ENDS AT TWO DRAINAGE SWALES.
11:39:14 THERE IS NO WAY THAT THOSE SIDEWALKS CAN BE CONNECTED,
11:39:19 CORRECT, TO ANYTHING ELSE GOING EASTBOUND?
11:39:23 IT'S VERY STRANGE.
11:39:26 THERE'S A SIDEWALK IN THE MIDDLE OF NOTHING THAT CONNECTS TO
11:39:29 NOTHING, AND I'M JUST SURPRISED THAT ZONING WOULD HAVE
11:39:34 INSISTED THEY DO THAT.
11:39:37 >>Josh Hildebrand: YEAH, IT WOULD MOST LIKELY BE CHALLENGING

11:39:40 TO CONNECT THEM.
11:39:41 OBVIOUSLY, THINGS CAN BE DONE.
11:39:43 THERE'S ALSO A COST ASSOCIATED WITH IT, BUT IT WOULD BE
11:39:45 CHALLENGING.
11:39:47 >>Joanne Ribble: IT WILL ALSO INTERFERE WITH THE CIRCLE THAT
11:39:50 YOU PLAN TO PUT THERE IN THE FUTURE.
11:39:52 AS FAR AS YOUR TWO OPTIONS, I THINK OPTION TWO IS THE
11:39:57 PREFERRED OPTION.
11:39:59 AGAIN, TRAVELING ON THAT AND THE OCCASIONAL BIKER I SEE ON
11:40:03 THAT ROAD MAKES IT VERY, VERY DANGEROUS, EVEN IF YOU WERE TO
11:40:06 PUT THOSE BIKE LANES IN.
11:40:08 I MUCH PREFER TO SEE THE MULTIUSE PATH ON THE SOUTH SIDE.
11:40:11 NOW, THERE IS A TREMENDOUS AMOUNT OF WALKING TRAFFIC THERE.
11:40:16 BELIEVE IT OR NOT, PEOPLE WALK TO THE MALL TO MOSTLY THE
11:40:19 COFFEE SHOPS AT THE MALL.
11:40:20 THEY ALSO WALK TO THE FAST-FOOD PLACES ON THE EAST SIDE OF

11:40:28 41.
11:40:30 MY THOUGHT WAS, AND I'M GLAD YOU BROUGHT UP THIS OPTION,
11:40:35 WITH A POSSIBLE CONSTRUCTION ON THE 41 PROPERTY THAT LEE
11:40:38 HEALTH OWNS, AND IT'S ATTRACTABILITY AND ENTICE-ABILITY MAY
11:40:44 CAUSE MORE PEOPLE TO USE THAT MULTIUSE PATH.
11:40:49 I WOULD SUGGEST BEING FORWARD-THINKING TO POSSIBLY LOOK AT
11:40:54 MAKING IT 12-FOOT BECAUSE IT WILL BE ALL WALKERS PLUS ALL
11:40:58 BIKERS ON THAT PATH.
11:41:00 SO I WOULD SUGGEST YOU LOOK AT THE POSSIBILITY OF MAKING IT

11:41:04 THE 12-FOOT BECAUSE ONCE THAT, WHATEVER IS BUILT THERE,
11:41:08 THERE'S GOING TO BE A TREMENDOUS AMOUNT OF WALKING TRAFFIC
11:41:13 GOING TO THAT LEE HEALTH PROPERTY, DEVELOPMENT, WHATEVER IT
11:41:16 TURNS OUT TO BE.
11:41:17 BUT THOSE ARE MY SUGGESTIONS.
11:41:19 >>Josh Hildebrand: OKAY.
11:41:21 >>Mayor Errington: ANY OTHER QUESTIONS?
11:41:23 COUNCIL MEMBER BOESCH.
11:41:26 >>Jim Boesch: THIS IS A QUESTION FOR STEVE.
11:41:28 STEVE, THE EL DORADO PROPERTY IS IN THE COUNTY JURISDICTION.
11:41:34 IS THE COUNTY GOING TO PAY FOR THIS PARTICULAR ROUNDABOUT IN
11:41:41 THIS PARTICULAR AREA OF CONSTRUCTION THAT'S GOING TO BE
11:41:44 DONE?
11:41:44 >>Steven Sarkozy: WE'VE HAD CONVERSATIONS WITH BOTH LEE
11:41:48 COUNTY AND BONITA SPRINGS BECAUSE THEY DO SHARE NOT ONLY IN
11:41:53 THE JURISDICTIONAL CONTROL OF THE ROAD, BUT ALSO IN THE
11:41:58 LOADING OR THE TRAFFIC, CONTRIBUTION TO THE TRAFFIC PROBLEMS
11:42:01 HERE.
11:42:02 WE HAVE NOT YET WORKED OUT ANY KIND OF COST SHARING.
11:42:06 >>Jim Boesch: SO THERE ARE IMPACT FEES THAT COME ALONG WITH
11:42:09 THIS WHOLE THING.
11:42:12 IF THERE'S IMPACT FEES AND WE'RE GOING TO BE DOING THE WORK,
11:42:17 WILL WE BE GETTING THE IMPACT FEES?
11:42:19 >>Steven Sarkozy: AT THIS POINT, AGAIN, WE DO NOT HAVE ANY
11:42:22 AGREEMENT.

11:42:23 BONITA HAS NOT AGREED TO SHARING ANY OF THEIR IMPACT FEES
11:42:28 FOR THESE PROJECTS.
11:42:30 >>Jim Boesch: SO BONITA IS GETTING IMPACT FEES, BUT TO DO
11:42:35 THE ROAD WORK, AND WE'RE DOING THE ROAD WORK AND WE DON'T
11:42:38 GET THE IMPACT FEES.
11:42:40 >>Steven Sarkozy: CORRECT.
11:42:43 >>Jim Boesch: THAT DOESN'T -- HERE WE'RE LOOKING AT 8 TO $10
11:42:45 MILLION, THESE TWO PROJECTS ALONE.
11:42:50 >>Steven Sarkozy: NOT QUITE, NO.
11:42:52 THE TOTAL PROJECT COST HERE IS THREE TO FOUR MILLION
11:42:55 DOLLARS.
11:42:55 >>Jim Boesch: AND THE OTHER ONE THAT WE'RE TALKING IS THREE

11:42:58 TO FOUR --
11:43:00 >>Steven Sarkozy: NO, ALL THREE OF THEM TOGETHER.
11:43:02 LET'S SAY $4 MILLION FOR ALL.
11:43:06 >>Jim Boesch: THE OTHER PROJECT ON WILLIAMS ROAD, IT'S 3 TO
11:43:12 4 MILLION.
11:43:12 >>Steven Sarkozy: YES, YES.
11:43:13 >>Jim Boesch: SO WE'RE LOOKING AT 6 TO $8 MILLION IN ROAD
11:43:20 WORK, THESE PROJECTS.
11:43:22 I HEAR WE'RE LOOKING AT BUILDING A 20 STORY BUILDING AND
11:43:32 THEY WILL GET THE REMUNERATION FROM THAT PROJECT AND I DON'T
11:43:39 THINK IT'S FAIR FOR THEM TO ASK US OR THE COUNTY TO PAY FOR
11:43:42 ANY TYPE OF ROAD WORK THAT'S DONE THAT'S NOT IN OUR
11:43:48 OWNERSHIP.

11:43:49 I THOUGHT THERE IS SOME TYPE OF A WALL -- THAT WE CAN'T
11:43:57 SPEND MONEY ON SOMEBODY ELSE'S PROPERTY.
11:44:04 >>Steven Sarkozy: -- HERE IS TO STAGE THESE PROJECTS FROM
11:44:09 EAST WORKING WEST.
11:44:11 SO THE FIRST TWO ROUNDABOUTS WOULD BE FULLY WITHIN THE
11:44:16 VILLAGE OF ESTERO -- [MICROPHONE CUTS OUT] [INAUDIBLE] -- TO
11:44:21 OUR ESTERO COMMUNITIES.
11:44:22 THE QUESTION IS ABOUT THE THIRD ONE, FAR WEST, AND THAT
11:44:30 REMAINS TO BE RESOLVED.
11:44:31 [MICROPHONE CUTS OUT] [INAUDIBLE] -- STEP UP AND DO THAT
11:44:38 PROJECT UNTIL WE WOULD GET SOME KIND OF COLLABORATION WITH
11:44:44 THE COUNTY, CERTAINLY, AND POSSIBLY BONITA.
11:44:48 >>Jim Boesch: WHEN WE TALKED ABOUT, FOR INSTANCE -- I DON'T
11:44:50 WANT TO GET OFF THE SUBJECT TOO MUCH -- WE TALKED ABOUT THE
11:44:54 PROJECT AT THE CHURCH, CHANGING THE LIGHT.
11:44:57 WE COULD NOT DO THAT BECAUSE WE COULD NOT INVEST MONEY IN
11:45:02 SOME OTHER LAND.
11:45:04 SO HOW DOES THAT CHANGE THAT THIS IS LAND NOT OWNED BY US,
11:45:10 BUT WE ARE EXPECTED TO PUT MONEY INTO THAT PROJECT?
11:45:14 >>Steven Sarkozy: NO, NOT -- WE OWN A PORTION OF THE SEGMENT
11:45:21 AT EL DORADO ACRES, NOT ALL OF IT.
11:45:24 [MICROPHONE CUTS OUT] [INAUDIBLE]
11:45:32 >>Jim Boesch: I CAN SEE THE OTHER TWO.
11:45:34 THEY ARE CLEARLY IN OUR LAND.
11:45:37 THE OTHER TWO PROJECTS, I CAN SEE THAT PROJECT, I CAN'T SEE

11:45:42 SPENDING MONEY ON --
11:45:46 >>Mayor Errington: COUNCIL MEMBER WILSON.
11:45:48 >>Jim Wilson: IN OUR SUMMARY INFORMATION, IT SAYS FUTURE
11:45:52 DEVELOPMENT WOULD CAUSE THE INTERSECTIONS TO FAIL.
11:45:58 DO WE KNOW WHETHER THERE IS FUTURE DEVELOPMENT OUTSIDE OF
11:46:03 BONITA SPRINGS?
11:46:05 IN OTHER WORDS, EITHER IN THE COUNTY OR IN ESTERO, THAT
11:46:10 WOULD SUPPORT THESE ROUNDABOUTS OR IS IT, IN FACT, THE

11:46:16 REASON THAT THEY ARE GOING TO BE NECESSARY, THE CONSTRUCTION
11:46:19 IS PLANNED IN BONITA SPRINGS.
11:46:25 >>Mayor Errington: DO WE HAVE ANYONE WHO CAN ANSWER IT?
11:46:31 >>Steven Sarkozy: GO AHEAD, DAVID.
11:46:34 >>David Willems: THERE ARE SOME MINOR PARCELS WITHIN ESTERO.
11:46:37 JUST SOME, LIKE, OUTPARCELS AND THINGS THAT COULD DEVELOP.
11:46:41 BUT THE MAJORITY OF THE DEVELOPMENT WOULD BE IN BONITA AND
11:46:44 THEN LEE COUNTY OUT AT THE END OF THE ROADWAY.
11:46:48 MOST OF THE DEVELOPMENT IN ESTERO HAS REALLY OCCURRED.
11:46:53 I'M NOT SURE IF THERE'S ANY MORE IN PELICAN LANDING.
11:46:56 MAYBE THERE IS A TOWER.
11:46:58 >>Joanne Ribble: ACTUALLY, WE ESTIMATE THAT THERE'S
11:47:00 APPROXIMATELY 1800 UNITS THAT COULD BE BUILT IN THE BONITA
11:47:06 SPRINGS AREA OF COCONUT ROAD.
11:47:10 TWO TOWERS IN THE COLONY, THE 300-UNIT BAYVIEW.
11:47:16 THE RAPTOR BAY, WHICH IS PERMITTED FOR FOUR TOWERS.
11:47:20 AND THE TIME SHARE UNIT ACROSS FROM THE HYATT, WHICH IS

11:47:24 ALLOWED FIVE MORE BUILDINGS THAT CAN BE CONSTRUCTED.
11:47:30 APPROXIMATELY 1800 MORE UNITS AT THE END OF THAT ROAD.
11:47:34 JIM, JUST TO TELL YOU THAT ESTERO'S OWNERSHIP OF COCONUT
11:47:40 ROAD, ALTHOUGH THERE IS SOME LAND THAT WOULD HAVE TO BE
11:47:44 TAKEN TO DO THE CIRCLE AT EL DORADO, THE ROAD DOES CONTINUE
11:47:48 IN ESTERO DOWN TO THE COLONY.
11:47:50 SO EVEN FURTHER EAST, THE ROAD THERE IS STILL IN ESTERO.
11:48:01 >>Jim Boesch: THE ROAD --
11:48:03 >>Joanne Ribble: IN ESTERO.
11:48:04 >>Jim Boesch: -- LEE COUNTY.
11:48:07 >>Joanne Ribble: THE ROAD THAT IS LEE COUNTY IS BEYOND THE
11:48:14 ENTRANCE OF THE COLONY, MORE IN THE VICINITY OF WHERE THE
11:48:19 HYATT IS, THAT IS WHERE LEE --
11:48:27 >>Jim Boesch: [INDISCERNIBLE]-- THE EL DORADO.
11:48:28 >>Joanne Ribble: NO, THEY DO NOT.
11:48:29 >>David Willems: SO WHEN THE COUNTY TURNED OVER THE ROADWAYS
11:48:32 TO THE VILLAGE, COCONUT WAS GIVEN TO ESTERO FROM U.S. 41 TO
11:48:38 THE COLONY, BASICALLY JUST PAST THE COLONY'S GATE.
11:48:43 THE SECTION ALONG EL DORADO IS OWNED BY THE VILLAGE OF
11:48:46 ESTERO.
11:48:47 THAT WAS GIVEN TO THE VILLAGE WHEN THEY TURNED OVER ALL THE
11:48:53 ROADS.
11:48:53 NOW, THE LAND ON THE NORTH SIDE OF THE ROAD WAS ENTIRELY IN
11:48:58 LEE COUNTY AT THE TIME, BUT NOW WE'VE ANNEXED A PART OF THAT
11:49:03 INTO THE VILLAGE.

11:49:04 SO AT EL DORADO, JUST ONE CORNER OF THAT ROUNDABOUT WOULD BE
11:49:09 IN LEE COUNTY.
11:49:12 >>Mayor Errington: WHAT ABOUT THE NEXT AREA, THE MEADOWS --
11:49:17 >>David Willems: THAT'S ENTIRELY IN ESTERO.

11:49:19 MEADOWBROOK, THE COMMUNITY OF MEADOWBROOK IS IN ESTERO.
11:49:28 >>Mayor Errington: YES.
11:49:31 >>Vice-Mayor McLain: QUESTIONS.
11:49:32 OBVIOUSLY, SPACE IS ALWAYS A BIG ISSUE.
11:49:36 THE ROUNDABOUTS THAT WE'RE TALKING ABOUT ARE 105 FEET IN
11:49:41 DIAMETER, YET ON WILLIAMS ROAD, WHICH HAS A HIGHER SPEED
11:49:46 LIMIT BY FIVE MILES AN HOUR, ONLY 95.
11:49:50 SO WHEN I LOOK AT THIS PLAN AT 105, THERE'S A LOT OF
11:49:53 RIGHT-OF-WAY ISSUES THERE.
11:49:56 IS THERE WAYS YOU CAN DESIGN THIS SAFELY TO MAKE IT SMALLER
11:49:59 DIAMETER?
11:50:02 >>David Willems: JOSH CAN SPEAK TO THOSE DETAILS, BUT HERE
11:50:06 WE'RE NOT QUITE AS CONSTRAINED AS WE ARE ON WILLIAMS WITH
11:50:12 THE DETENTION AREA AND THE PRESERVE.
11:50:15 THOSE ARE KIND OF HARD LINES THAT YOU REALLY -- THERE'S
11:50:17 REALLY A VERY DIFFICULT WAY TO GET PAST THAT.
11:50:20 SO WE'RE REALLY CONSTRAINED THERE.
11:50:22 THERE IS ON THE SOUTH SIDE OF COCONUT THE EASEMENT THAT JOSH
11:50:27 WAS TALKING ABOUT.
11:50:29 IF YOU LOOK IN THE ZONING DOCUMENTS FOR PELICAN LANDING, IT
11:50:34 ACTUALLY SAYS THAT THAT HAS TO BE RESERVED AS FUTURE

11:50:38 RIGHT-OF-WAY IF SOMETHING IS NEEDED FOR COCONUT ROAD.
11:50:44 SO IT WON'T BE FREE, BUT THAT AREA IS SET ASIDE IN THE
11:50:49 ZONING FOR FUTURE NEED, IF IT'S NEEDED.
11:50:53 >>Vice-Mayor McLain: WHEN I LOOK AT THE DIAMETER OF THESE,
11:50:55 LIKE I'M LOOKING AT COCONUT SHORES' ENTRY, THE ROUNDABOUT IS
11:51:00 DEFINITELY GOING TO BE ENCROACHING ON THEIR ENTRYWAY THAT'S
11:51:04 CURRENTLY THERE, WHICH COULD BE AN ISSUE.
11:51:09 I'M NO EXPERT ON THIS AT ALL, BUT IT SEEMS LIKE WE CAN AVOID
11:51:14 RIGHT-OF-WAY ISSUES BY MAKING A DIAMETER SMALLER, WHY NOT DO
11:51:19 THAT?
11:51:21 >>Josh Hildebrand: AND THAT'S A GOOD POINT.
11:51:23 WE DID LOOK AT, AND YOU ARE CORRECT, 90 IS THE MINIMUM.
11:51:26 WE DID LOOK AT MAXIMIZING WITH THE AREA THAT WAS AVAILABLE
11:51:29 TO TRY TO, BECAUSE, OBVIOUSLY, IF IT'S BIGGER, IT'S A LITTLE
11:51:33 EASIER FOR THE LARGER VEHICLES TO NAVIGATE THE ROUNDABOUT.
11:51:36 >>Vice-Mayor McLain: IN THE BIGGER, THE 105 VERSUS 95.
11:51:40 >>Josh Hildebrand: IT IS BETTER.
11:51:41 YOU HAVE LESS OPPORTUNITIES FOR THAT TRUCK APRON, WHERE THAT
11:51:45 BACK TIRE GETS UP ON THAT APRON, THE BIGGER THE ROUNDABOUT
11:51:48 GETS, THE LESS OF THAT OCCURRENCE YOU HAVE.
11:51:51 BUT TO THAT END, THIS IS A STUDY.
11:51:55 ONCE IT GETS IN THE FINAL DESIGN AND THERE IS A CONSENSUS
11:51:59 WHETHER IT'S GOING TO BE PATHWAY OR IT'S GOING TO BE BIKE
11:52:02 LANES, THERE ARE OPPORTUNITIES TO MOVE THE ROUNDABOUTS.
11:52:06 I WILL SAY THIS, SO I DID LOOK AT THEM AT THE MINIMUM, THE

11:52:09 90, AND IN ALL SCENARIOS, THERE WILL BE RIGHT-OF-WAY IMPACTS
11:52:12 TO SOME DEGREE.
11:52:13 THERE IS NO SCENARIO WHERE YOU COMPLETELY AVOID SOME SORT OF
11:52:19 RIGHT-OF-WAY OR UTILITY IMPACTS.
11:52:21 SO WHAT YOU HAVE IN THE STUDY THAT WE PROVIDED WAS THAT
11:52:27 MIDDLE GROUND THAT WE ENDED UP PROVIDING THAT WAS BIGGER
11:52:29 THAN THE MINIMUM, BUT IT WAS ALSO MORE FOCUSED ON THE
11:52:35 EMERGENCY VEHICLES HAVING BETTER ACCESS, BIGGER VEHICLES,
11:52:39 AND ALSO SCHOOL BUSES.
11:52:42 >>Vice-Mayor McLain: JUST ONE OTHER COMMENT ON BIKE LANES
11:52:44 AND MULTI-PATHS -- MULTIPATH AREAS, IF YOU WENT TO A
11:52:49 MULTIPATH, LET'S SAY 10 OR 12 FEET IN THERE, IT WILL BE A
11:52:53 TWO WAY FOR PEDESTRIANS AND TWO WAY FOR BICYCLES.
11:52:59 THAT WOULD BE THE DESIGN, I TAKE IT.
11:53:01 >>Josh Hildebrand: ON THE SOUTH SIDE, IF IT WAS WIDENED TO
11:53:03 EXISTING 8-FOOT, IF IT WENT TO 10 OR 12, IT WOULD BECOME A
11:53:07 TWO-WAY PATHWAY --
11:53:10 >>Vice-Mayor McLain: WOULD THERE BE A WALKWAY ON THE NORTH
11:53:13 SIDE, TOO?
11:53:14 IS THERE ENOUGH ROOM?
11:53:15 >>Josh Hildebrand: THAT'S PART OF THE LIMITATION.
11:53:17 OBVIOUSLY, THERE IS THE EXISTING ONE THAT WAS MENTIONED THAT
11:53:20 WAS PUT IN ON EL DORADO.
11:53:22 THE LIMITATION IS WHAT I MENTIONED NORTH OF COCONUT SHORES,
11:53:28 WHERE YOU HAVE THE WALL THAT'S VERY CLOSE TO THE ROADWAY.

11:53:31 SO TO HAVE A CONTIGUOUS WIDENED PATHWAY, BIKE LANES AND A
11:53:35 SIDEWALK, IT IS NOT LIKELY.
11:53:40 WHAT YOU COULD SEE WITHOUT THE BUFFERED BIKE LANES IS FROM
11:53:44 THE UNDEVELOPED PARCEL THERE AT THE U.S. 41 INTERSECTION,
11:53:49 THAT PATHWAY WHERE IT STOPS IT WOULD CONTINUE DOWN TO
11:53:52 COCONUT SHORES AND THEN THERE WOULD BE A CROSSWALK THERE AT
11:53:55 THE ROUNDABOUT, AND THEN THERE WOULD BE ACCESS, THAT TWO-WAY
11:53:59 PATHWAY.
11:53:59 THAT WOULD BE ONE OPPORTUNITY.
11:54:02 AND THEN THE PATHWAY TO THE NORTH WOULD CEASE FOR A SEGMENT.
11:54:07 >>Vice-Mayor McLain: I KNOW WE'RE NOT VOTING ON THIS TODAY,
11:54:09 BUT MY THINKING IS, I LIKE THE SEVEN-FOOT BIKE LANES.
11:54:14 I WOULD THINK THAT THIS ROAD IS GOING TO BE HEAVILY TRAVELED
11:54:18 BY BICYCLISTS IN THE FUTURE BECAUSE OF THE LONDON BAY
11:54:24 AMENITIES PUT IN FOR THE PUBLIC USE, WITH THE LODGE -- YOU
11:54:28 COULD HAUL A KAYAK BEHIND YOUR BICYCLE, BUT THERE'S GOING TO
11:54:31 BE A RESTAURANT THERE, I UNDERSTAND, GOING TO BE A SUNSET
11:54:35 PLACE DOWN THERE.
11:54:36 SO I THINK THE MORE WE CAN SEPARATE THEM FROM PEDESTRIANS
11:54:40 AND CARS, I THINK THE BETTER OFF WE'LL BE.
11:54:43 >>David Willems: SO, YEAH, THE FOCUS OF THIS WAS REALLY THE
11:54:49 ROUNDABOUTS AND THEN WE WANTED TO SEE WHAT COULD FIT IN.

11:54:52 A COUPLE OF YEARS FROM NOW WHEN WE'RE LOOKING AT THE
11:54:55 BIKE-PED IMPROVEMENTS THAT WE'LL HAVE TIME TO DO THAT AND
11:54:59 WE'LL DEFINITELY TAKE THAT TO HEART WHEN WE GET INTO THAT

11:55:01 DESIGN.
11:55:02 ONE COMMENT I WANTED TO MAKE OVER BY EL DORADO, SO THAT
11:55:06 SIDEWALK THAT'S THERE RIGHT NOW, I DON'T THINK IT'S GOING TO
11:55:09 BE USELESS INTO THE FUTURE.
11:55:11 THE RESIDENTS THAT LIVE IN THAT COMMUNITY, WHEN THEY COME TO
11:55:15 THEIR -- THAT FRONT ENTRANCE, THEY ARE GOING TO NEED A WAY
11:55:19 TO GET OVER TO THAT ROUNDABOUT TO BE ABLE TO CROSS THE ROAD,
11:55:22 BECAUSE THEY ARE GOING TO WANT TO CROSS AT THE ROUNDABOUT.
11:55:24 SO MAYBE THE THOUGHT WAS TO GET THAT IN THERE SO WHEN THAT
11:55:27 ROUNDABOUT IS THERE, THE SIDEWALK WILL BE THERE AND CONNECT
11:55:30 INTO THAT ROUNDABOUT AND THEN THEY CAN GET ON THE PATH ON
11:55:32 THE SOUTH SIDE.
11:55:34 I DON'T KNOW THAT IT WAS TO CONNECT TO SOMETHING IN THE
11:55:36 FUTURE, BUT I DON'T THINK IT WILL BE USELESS WITH THE
11:55:40 ROUNDABOUT.
11:55:40 I THINK YOU'LL BE ABLE TO INTEGRATE IT.
11:55:44 NOW IT DOES NOT FIT A PURPOSE.
11:55:46 >>Joanne Ribble: ALL THE NORTH SIDE PEOPLE HAVE TO CROSS
11:55:49 OVER TO THE SOUTH TO MOVE RIGHT NOW.
11:55:50 >>David Willems: THAT'S WHAT IS NICE ABOUT THE ROUNDABOUTS.
11:55:54 IT PROVIDES A LOCATION FOR ALL OF THEM TO DO THAT.
11:55:59 >>Jim Ward: JUST IN GENERAL, I SUPPORT WHATEVER EFFORTS WE
11:56:02 NEED TO DO TO IMPROVE THE SAFETY AND THE TRAFFIC FLOW ON OUR
11:56:05 VILLAGE ROADS.
11:56:06 I ALSO SUPPORT COUNCILMAN BOESCH'S COMMENTS RELATIVE TO THE

11:56:12 NEED TO DO WHATEVER WE NEED TO DO TO NECESSARILY GET THE
11:56:17 FUNDS APPROPRIATE FOR THIS.
11:56:19 WE HAD TWO DISCUSSIONS SO FAR TODAY REGARDING ROUNDABOUTS.
11:56:22 AND I'M JUST SOMEWHAT CURIOUS AS TO THE SAFETY OF
11:56:26 ROUNDABOUTS AND THE IMPROVEMENT IN TRAFFIC FLOW VERSUS, SAY,
11:56:30 A FOUR-WAY STOP SIGN OR VERSUS A SIGNALED INTERSECTION.
11:56:35 DOES A ROUNDABOUT IMPROVE THE SAFETY FOR OUR RESIDENTS AND
11:56:41 FOR CARS TRAVELING VERSUS A FOUR WAY STOP SIGN OR VERSUS A
11:56:48 SIGNALED INTERSECTION?
11:56:50 >>Josh Hildebrand: TWO PARTS TO THAT QUESTION.
11:56:51 FIRST, PERTAINING TO THE TRAFFIC SIGNALS, THEY WERE LOOKED
11:56:55 AT AT THESE INTERSECTIONS.
11:56:57 PART OF THE STUDY THAT WAS PREPARED BY KISINGER CAMPO AND
11:57:00 ASSOCIATES IN 2019.
11:57:02 IT DID NOT MEET THE MINIMUM VOLUMES FROM THE SIDE STREETS TO
11:57:05 WARRANT A SIGNAL.
11:57:08 THERE IS CRITERIA FOR THAT CONSIDERATION.
11:57:11 THAT WAS DOCUMENTED.

11:57:13 THE NEXT OPPORTUNITY WOULD BE LOOKING AT A FOUR-WAY STOP
11:57:17 VERSUS A ROUNDABOUT.
11:57:18 THE ROUNDABOUTS DO FUNCTION VERY WELL FROM THAT OPERATIONAL
11:57:22 STANDPOINT, AND THEY DO PROVIDE, AS DAVID MENTIONED,
11:57:26 LOCATIONS PRESCRIBED FOR THE PEDESTRIANS TO CROSS.
11:57:31 THERE'S ALSO LESS CONFLICTING MOVEMENTS AS THE VEHICLES
11:57:34 ENTER THE ROUNDABOUT AND TURN RIGHT.

11:57:36 SO THERE'S LESS INTERACTIONS AND LESS POTENTIAL CONFLICT
11:57:40 POINTS.
11:57:41 SO AT THESE LOCATIONS, A SIGNAL WASN'T A WARRANTED OPTION.
11:57:47 >>Jim Ward: IS THE SIGNAL WARRANTED, THE REQUIREMENTS, IS
11:57:49 THAT A LEE COUNTY REQUIREMENT?
11:57:50 >>Josh Hildebrand: NO.
11:57:51 THAT IS A FEDERAL HIGHWAY REQUIREMENT.
11:57:53 WHICH HAS BEEN ADOPTED BY ALL THE MUNICIPALITIES.
11:57:57 BUT IT IS A FEDERAL REQUIREMENT.
11:58:01 IT WAS LOOKED AT AS PART OF THE STUDY.
11:58:04 IT DIDN'T MEET THE WARRANT CRITERIA.
11:58:06 >>Jim Ward: WOULD IT BE FAIR TO SAY THAT A ROUNDABOUT IS
11:58:10 SAFER THAN EITHER OF THOSE TWO OPTIONS?
11:58:15 >>Josh Hildebrand: I BELIEVE THAT IT WOULD BE.
11:58:17 THE SEVERITY OF THE ACCIDENTS AT A ROUNDABOUT, IF THERE IS
11:58:20 AN INCIDENT, ARE TYPICALLY LESS SEVERE.
11:58:23 >>Jim Ward: THANK YOU.
11:58:26 >>Mayor Errington: JIM WILSON.
11:58:27 >>Jim Wilson: FINISHING MY THOUGHT ON WHEN THE ROAD WOULD
11:58:32 FAIL, I THINK THAT WE NEED TO HAVE SOME REALLY SERIOUS
11:58:37 DISCUSSIONS WITH BONITA SPRINGS.
11:58:39 BECAUSE WHEN I LOOK AT THESE THREE PROPOSED ROUNDABOUTS,
11:58:42 THAT'S A $2.6 MILLION FOR THE ROADWAY WHICH APPEARS NOT TO
11:58:48 BE NECESSARY UNLESS THEY GO AHEAD WITH THEIR PLANS TO
11:58:55 APPROVE THEIR DEVELOPMENTS.

11:58:56 I THINK IT'S IMPORTANT THAT WE KNOW WHETHER WE'RE GOING TO
11:58:58 BE STUCK DOING THIS EVEN IF IT MEANS POSSIBLY GOING TO COURT
11:59:04 AND GETTING AN INTERPRETATION ON WHETHER THEY REALLY HAVE
11:59:06 THE RIGHT TO KEEP ALL OF THOSE IMPACT FEES, EVEN THOUGH THE
11:59:13 IMPACT IS NOT THEIRS.
11:59:15 THANK YOU.
11:59:16 >>Mayor Errington: THANK YOU.
11:59:16 ANY OTHER COMMENTS?
11:59:18 GO AHEAD.
11:59:22 >>Joanne Ribble: NO, NO.
11:59:24 I AGREE WITH JIM.
11:59:25 THEY DECIDE TONIGHT ON THE BAYVIEW PROJECT, WHETHER THEY
11:59:30 WILL ALLOW THE VARIANCES, WHICH WILL INCLUDE A RESTAURANT.
11:59:34 I KNOW FROM MY CONSTITUENTS THAT THEY ARE THERE TONIGHT TO

11:59:40 URGE BONITA SPRINGS TO DO THE MORALLY CORRECT THING TO SPEAK
11:59:48 WITH ESTERO AND LEE COUNTY.
11:59:50 HOPEFULLY, A DIALOGUE WILL COME OUT OF THAT AND HOPEFULLY WE
11:59:55 CAN RESOLVE THIS.
11:59:57 THE ISSUE HERE, TOO, IS TIMING.
11:59:59 AM I CORRECT, STEVE, THAT RIGHT NOW THE COCONUT ROAD ISSUE
12:00:03 IS BEYOND THE FIVE-YEAR C.I.P.?
12:00:06 >>Steven Sarkozy: CORRECT.
12:00:08 >>Joanne Ribble: SEE, I WOULD LIKE COUNCIL TO CONSIDER
12:00:10 WHETHER WE NEED TO JOCKEY SOME OTHER ISSUES AROUND AND MOVE
12:00:15 THIS UP SOONER IN OUR C.I.P.

12:00:20 I'D LIKE YOU ALL TO SERIOUSLY CONSIDER THAT AS THIS MOVES
12:00:24 FORWARD.
12:00:25 >>Mayor Errington: ANYONE ELSE?
12:00:26 I HAVE A COUPLE OF COMMENTS.
12:00:29 WHEN WE TRIED TO DO ESTERO PARKWAY ROUNDABOUT, WE WERE
12:00:35 DENIED BECAUSE OF THE RESIDENTS IN CASCADES AND THE RESERVE.
12:00:42 IF WE PROCEED WITH THIS, HOW DO WE KNOW IF ONE LITTLE PART
12:00:47 OF THE ROUNDABOUT TOUCHES EITHER COCONUT SHORES, EL DORADO
12:00:51 OR MEADOWBROOK, THAT THEY COULD SAY NO?
12:00:57 >>David Willems: THAT'S ALWAYS A POTENTIAL.
12:00:58 BUT WHAT WE TRIED TO DO IS GET OUT AHEAD OF THAT.
12:01:02 WHEN WE WERE DOING THE KCA STUDY, WE'VE MET WITH ALL OF
12:01:05 THOSE COMMUNITIES.
12:01:06 WE DIDN'T MEET WITH EL DORADO BECAUSE THEY DON'T REALLY HAVE
12:01:10 THAT HOA.
12:01:12 SO IT WAS A LITTLE BIT HARDER.
12:01:14 BUT THE OTHER TWO WE'VE EXPLAINED WHAT WE'RE DOING.
12:01:16 WE'VE SHOWN THEM CONCEPT PLANS OF WHAT THE ROUNDABOUTS COULD
12:01:19 LOOK LIKE.
12:01:21 AND ESPECIALLY, HOPEFULLY THOSE COMMUNITIES REALIZE THAT THE
12:01:24 PEOPLE THAT BENEFIT THE MOST FROM THESE ROUNDABOUTS ARE
12:01:27 THOSE COMMUNITIES.
12:01:29 WITHOUT THE ROUNDABOUTS, IT'S GOING TO BE VERY DIFFICULT FOR
12:01:31 THEM TO MAKE LEFT-HAND TURNS OUT OF THEIR COMMUNITIES.
12:01:34 AND WITH THE ROUNDABOUTS, THEY ARE NOW GOING TO HAVE A MUCH

12:01:37 SAFER WAY TO CROSS THE ROADWAY TO GET TO THAT EIGHT FOOT,
12:01:41 TEN FOOT OR TWELVE FOOT PATH.
12:01:44 HOPEFULLY ALL OF THOSE WORK TOGETHER TO MAKE THIS GO A
12:01:47 LITTLE BIT EASIER THAN WHAT ESTERO PARKWAY DID.
12:01:49 I THINK WHAT WE'RE TRYING TO DO IS MAKE SURE THEY UNDERSTAND
12:01:52 EXACTLY WHAT WE'RE DOING.
12:01:53 SO THEY'LL HAVE HEARD THAT WE'RE DOING A ROUNDABOUT FOR A
12:01:56 COUPLE OF YEARS BEFORE WE ACTUALLY TRY TO DO ONE.
12:02:01 >>Mayor Errington: IT'S ALWAYS GOOD WHEN YOU'RE SPENDING
12:02:03 SOMEONE ELSE'S MONEY.

12:02:06 THAT'S WHAT THAT AMOUNTS TO.
12:02:07 IS THERE ANY WAY WE CAN PRORATE AHEAD OF TIME THE THREE
12:02:11 COMMUNITIES IN LEE COUNTY AND SAY, IF ESTERO PROCEEDS WITH
12:02:16 THIS -- IT'S NEEDED, I KNOW THAT -- THAT YOU OWE US?
12:02:21 I MEAN, DO WE JUST SIT BACK AND TAKE IT?
12:02:25 OR DO WE SAY, YOU OWE US?
12:02:31 >>Steven Sarkozy: WE DON'T HAVE A LEGAL MECHANISM TO CHARGE
12:02:33 THEM FOR THOSE PROJECTS.
12:02:35 AS COUNCIL MEMBER RIBBLE MENTIONED, IT IS CLEAR FROM AN
12:02:41 ETHICAL OR EVEN PROFESSIONAL APPROACH THAT THEY WOULD
12:02:45 CONSIDER THESE IMPACTS AS PART OF THEIR COSTS.
12:02:49 AND THEY ARE GETTING A SUBSTANTIAL AMOUNT OF IMPACT FEES,
12:02:52 TAXES, AND SO FORTH FROM THEIR PROJECTS.
12:02:54 BUT TO DATE, THAT THEY'VE NOT STEPPED UP AND INDICATED A
12:02:58 WILLINGNESS TO PARTICIPATE.

12:02:59 >>Mayor Errington: SO IT HAS BECOME AN ETHICAL ISSUE AND
12:03:03 IT'S ACTING WITH INTEGRITY IS WHAT WE EXPECT OUR NEIGHBORS
12:03:06 TO DO.
12:03:08 >> RIGHT.
12:03:08 >>Mayor Errington: OKAY.
12:03:15 >>Larry Fiesel: OPPORTUNITY TO PUT A TOLLBOOTH AT THE TOP OF
12:03:17 THE ROAD?
12:03:18 [LAUGHTER]
12:03:18 MAKE LONDON BAY PAY TO GET OUT.
12:03:24 >>Joanne Ribble: MADAM MAYOR, I WANT TO LET YOU KNOW, I HAVE
12:03:27 BEEN WITH DAVID EVEN TWO YEARS AGO WHEN THESE CONCEPT PLANS
12:03:30 WERE PRESENTED, THESE CONCEPT PLANS ARE OUT IN THESE
12:03:34 NEIGHBORHOODS.
12:03:35 THEY ARE WELL AWARE OF IT.
12:03:39 I HAVE BEEN AT THE PRESENTATIONS THAT DAVID HAS MADE.
12:03:40 >>Mayor Errington: THANK YOU.
12:03:41 IS THIS IT FOR THAT?
12:03:44 OH, YOU HAVE A COMMENT.
12:03:47 OKAY.
12:03:47 >>Carol Sacco: YES, MAYOR, MR. GORDON BROWN, PELICAN SOUND.
12:03:57 >> FROM A BIKER'S PERSPECTIVE, IF YOU HAVE A MULTIUSE PATH
12:04:05 WITH WALKERS AND SLOWER BIKERS, IF YOU HAVE BIKE LANES,
12:04:10 YOU'RE GENERALLY GOING TO GO TO THE BIKE LANES.
12:04:13 I THINK ESTERO PARKWAY IS A GREAT EXAMPLE OF THAT WITH SEVEN
12:04:18 FOOT DIVIDED BIKE LANES.

12:04:20 IT IS A MUCH SAFER, IT'S MUCH MORE EFFICIENT WAY TO BIKE IF
12:04:24 YOU'RE DOING IT FOR EXERCISE OR IF YOU'RE JUST AN ADVANCED
12:04:29 BIKER THAT BIKES AT A FASTER RATE.
12:04:31 I THINK THE OPTION TWO THAT'S BEING PRESENTED REALLY DOESN'T
12:04:36 CHANGE WHAT THE STATUS QUO IS RIGHT NOW.
12:04:40 IT MAY INCREASE THE SIZE OF THE MULTIUSE PATH, BUT IT

12:04:43 DOESN'T CHANGE THE DYNAMICS.
12:04:44 BIKERS ARE STILL GOING TO GO OUT ON THAT ROAD IF THEY WANT
12:04:48 TO AVOID WALKERS AND SLOWER BIKERS.
12:04:52 I TRY NOT TO, BUT SOMETIMES I CHOOSE TO RIDE ON COCONUT ROAD
12:05:00 IF THE TRAFFIC IS LOW RATHER THAN TRAVEL ON THE EIGHT-FOOT
12:05:04 MULTIUSE PATH.
12:05:05 SO I'D JUST LIKE TO ADD THAT PERSPECTIVE FROM A BIKER INTO
12:05:09 THIS DISCUSSION.
12:05:10 THANK YOU.
12:05:12 >>Mayor Errington: THANK YOU.
12:05:13 NO ONE ELSE?
12:05:14 >>Carol Sacco: NO, MAYOR.
12:05:15 >>Mayor Errington: OKAY.
12:05:15 THANK YOU.
12:05:15 THE LAST WORKSHOP ITEM RELATES TO THE REVIEW OF THE VILLAGE
12:05:20 ATTORNEY EVALUATION FORM.
12:05:22 STEVE, I'LL TURN THAT OVER TO YOU.
12:05:24 >>Steven Sarkozy: COUNCIL MEMBERS, MAYOR AND COUNCIL
12:05:32 MEMBERS, WE'VE INCLUDED IN YOUR DESK PACKET A VERY DRAFT

12:05:39 FORM THAT IS SOMEWHAT SIMILAR TO THE FORM THAT YOU USED FOR
12:05:45 THE VILLAGE MANAGER EVALUATION IN 2020.
12:05:49 AND THIS ONE IS GEARED TOWARD AN EVALUATION OF THE VILLAGE
12:05:54 ATTORNEY'S PERFORMANCE AND SERVICES.
12:05:58 SO I'M SIMPLY OFFERING THAT UP TO THE VILLAGE COUNCIL.
12:06:02 THIS HAS COME UP AT THE REQUEST OF THE VILLAGE COUNCIL, AND
12:06:07 WE'RE TRYING TO PROVIDE THIS AS A DISCUSSION POINT.
12:06:12 THE THOUGHT WOULD BE THAT IF YOU HAVE ANY MODIFICATIONS TO
12:06:14 THIS, WE REALLY SHOULD TAKE SOME TIME TO REVIEW IT.
12:06:18 AND IT COULD COME BACK AT ANOTHER MEETING FOR FINAL STAMP OF
12:06:22 APPROVAL BEFORE WE WOULD ASK COUNCIL MEMBERS TO FILL IT OUT.
12:06:28 >>Mayor Errington: OKAY.
12:06:29 ANY QUESTIONS?
12:06:31 >>Joanne Ribble: MADAM MAYOR, I KNOW IN THE PAST THAT YOU
12:06:33 HAD A HANDOUT OF CORE COMPETENCIES THAT GO ALONG WITH
12:06:40 EVALUATIONS.
12:06:40 I HAVE A COPY IF ANYONE WANTS IT.
12:06:47 >>Mayor Errington: OKAY.
12:06:47 IS THAT IT?
12:06:52 >>Vice-Mayor McLain: I MAKE A MOTION WE ADJOURN.
12:06:55 >>Steven Sarkozy: SO ON THIS ITEM, IF YOU HAVE ANY CHANGES
12:06:57 OR SUGGESTIONS, GET BACK TO ME WITHIN A WEEK OR SO.
12:07:02 I JUST GOT THESE TO OUR VILLAGE ATTORNEY, BURT SAUNDERS,
12:07:07 YESTERDAY.
12:07:07 SO HE SHOULD HAVE A CHANCE TO GO THROUGH IT AS WELL AND I

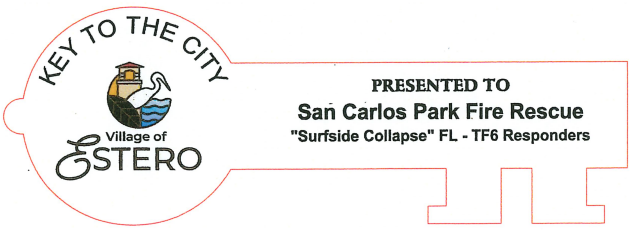
12:07:11 THINK HE'LL HAVE SOME COMMENTS.
12:07:12 SO WE'D LIKE TO INCORPORATE ALL OF THAT AND I'LL BRING BACK

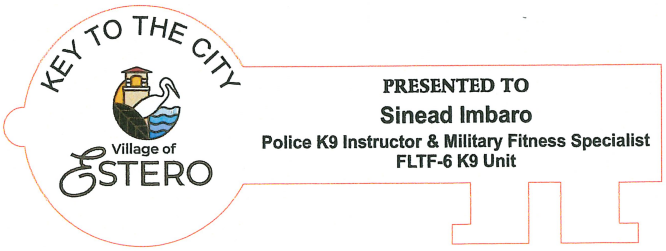
12:07:16 A FINAL DRAFT IN A COUPLE OF WEEKS.
12:07:19 >>Mayor Errington: THANK YOU, STEVE.
12:07:20 SO YOU'LL WORK THROUGH STEVE WITH ALL OF THIS.
12:07:23 >>Burt Saunders: CAN I BACK UP TO THE COCONUT ROAD ISSUE FOR
12:07:28 JUST A MINUTE BEFORE YOU ADJOURN.
12:07:29 HAS THERE BEEN ANY DIRECT COMMUNICATION FROM THE COUNCIL
12:07:33 INDIVIDUALLY TO THE CITY COUNCIL IN BONITA SPRINGS?
12:07:37 I'M THINKING PERHAPS THAT THE MAYOR, IF YOU DO MAYOR TO
12:07:40 MAYOR, PERHAPS YOU CAN GET MORE COOPERATION FROM THE CITY.
12:07:45 I DON'T KNOW IF ANY OF THAT COMMUNICATION HAS OCCURRED.
12:07:47 >>Mayor Errington: IT HAS NOT WITH ME, NO.
12:07:50 I WOULD BE WILLING TO DO WHATEVER.
12:07:54 >>Vice-Mayor McLain: WE WROTE A LETTER, THOUGH.
12:07:56 >>Mayor Errington: WROTE A LETTER.
12:07:57 BUT I HAVEN'T HAD DIRECT SIT-DOWN TALK.
12:08:02 >>Burt Saunders: WELL, HAVING HAD SOME EXPERIENCE ON A BOARD
12:08:05 MYSELF, I JUST THINK THAT IF YOU HAVE SOME OF THE DIRECT
12:08:08 COMMUNICATION, AGAIN, WITH THE COUNCIL TO THEIR COUNCIL,
12:08:14 ESPECIALLY MAYOR TO MAYOR, YOU MIGHT GET A LITTLE BIT MORE
12:08:17 COOPERATION.
12:08:17 YOU MAY NOT.
12:08:18 BUT I THINK IT'S WORTH THE EFFORT.
12:08:20 IT'S NOT A LEGAL ISSUE AT ALL, AND THAT'S WHY I WAS SOMEWHAT

12:08:23 RELUCTANT TO BRING THAT UP.
12:08:25 BUT I THINK THAT WOULD BE TIME WELL SPENT IF YOU COULD DO
12:08:28 THAT.
12:08:29 >>Mayor Errington: THANK YOU.
12:08:30 WE'LL TRY TO WORK IT OUT.
12:08:32 THANK YOU.
12:08:33 ANYTHING ELSE?
12:08:35 I THINK I HEARD A MOTION TO ADJOURN.
12:08:39 >>Vice-Mayor McLain: MADE THAT MOTION.
12:08:42 >> SECOND.
12:08:42 >>Mayor Errington:
12:08:43 [SOUNDING GAVEL]
12:08:44

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.

Key's to the City
Surfside Collapse





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

DRAFT MINUTES

VILLAGE COUNCIL MEETING

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

SEPTEMBER 22, 2021 9:30 a.m.

1. CALL TO ORDER

INVOCATION: Pastor Kevin Morris Hope United Presbyterian Church

PLEDGE OF ALLEGIANCE: Led by Councilmember Ribble

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

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

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

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

Motion by: Councilmember Ribble

Seconded by: Councilmember Fiesel

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

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

Nay:

Abstentions:

Motion: Motion to approve agenda with the correction of the typo in 8a.

Motion by: Councilmember Ribble
Seconded by: Councilmember Wilson

Action: Approved agenda with the correction of the typo in 8a.

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

Nay:

Abstentions:

3. PUBLIC COMMENT ON NON-AGENDA ITEMS:

In-Person

Mark Novitski, ECCL
Allan Bowditch, ECCL
James Shields, ECCL

4. INTRODUCTION

Steffanie Pierce Gulf Shore Opera

Staff Presentation/Comments:
Steve Sarkozy, Village Manager

Council Questions or Comments:
Mayor Errington.

5. CONSENT AGENDA

a. September 9, 2021 Council Meeting Minutes
b. Resolution No. 2021-16 Amending Ordinance No. 2016-09 Adopting Personnel Policies
c. Resolution No. 2021-20 Establishing Meeting Dates, Time, and Location for Village Council Meetings for 2022

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Boesch
Seconded by: Vice Mayor McLain

Action: Approved the Consent Agenda.

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

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA: None.

7. ACTION ITEMS

(a) Lobbying Services

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments:
Councilmembers Boesch and Ward.

Public Comments:
None.

Motion: Motion to approve the contracts with Ronald L. Book, P.A. (annual cost: $35,000) and JEJ & Associates, Inc. (annual cost: $36,000) to provide professional State Legislative and Executive Branch Lobbying Services for a one-year period. Grant the Village Manager the authority to renegotiate and execute the renewal of these contracts for three additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero, approve a contingency fund amount of $7,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contracts on behalf of the Village of Estero Council.

Motion by: Councilmember Boesch
Seconded by: Vice Mayor McLain

Action: Approved the contracts with Ronald L. Book, P.A. (annual cost: $35,000) and JEJ & Associates, Inc. (annual cost: $36,000) to provide professional State Legislative and Executive Branch Lobbying Services for a one-year period. Grant the Village Manager the authority to renegotiate and execute the renewal of these contracts for three additional one-year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero, approve a contingency fund amount of $7,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contracts on behalf of the Village of Estero Council.

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

Nay:

Abstentions:

(b) Disposal of Surplus Computers

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments:

Vice Mayor McLain

Public Comment:

None.

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

Motion by: Councilmember Ribble

Seconded by: Councilmember Wilson

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

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

Nay:

Abstentions:

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

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments:

Councilmembers Boesch, Fiesel, Ribble, Vice Mayor McLain, and Mayor Errington.

Public Comment:

None.

Motion: Motion to approve award of Supplemental Task Authorization (STA) - 01 Contract EC 2020-37 with Tetra Tech, Inc. to provide Design and Permitting services for utility expansion projects under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $371,013, approve a contingency fund amount of $38,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the STA with Tetra Tech, Inc. and any other related ancillary documents on behalf of the Village Council.

Motion by: Councilmember Ribble

Seconded by: Councilmember Fiesel

Action: Approved award of Supplemental Task Authorization (STA) - 01 Contract EC 2020-37 with Tetra Tech, Inc. to provide Design and Permitting services for utility expansion projects under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $371,013, approve a contingency fund amount of $38,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the STA with Tetra Tech, Inc. and any other related ancillary documents on behalf of the Village Council.

Vote: **(Roll Call)**

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

Nay:

Abstentions:

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

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments:

Councilmember Boesch, Vice Mayor McLain, and Mayor Errington.

Public Comment:

None.

Motion: Motion to approve award of Supplemental Task Authorization (STA) - 01 Contract EC 2020-72 with DRMP, Inc. to provide Construction Plan and Permitting services for Village of Estero monument signs under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $59,960.00, approve a contingency fund amount of $6,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, adding two additional signs with the additional budget to be determined, and authorize the Village Manager to execute the STA with DRMP, Inc. and any other related ancillary documents on behalf of the Village Council.

Motion by: Councilmember Boesch

Seconded by: Vice Mayor McLain

Action: Approved award of Supplemental Task Authorization (STA) - 01 Contract EC 2020-72 with DRMP, Inc. to provide Construction Plan and Permitting services for Village of Estero monument signs under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $59,960.00, approve a contingency fund amount of $6,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, adding two additional signs with the additional budget to be determined, and authorize the Village Manager to execute the STA with DRMP, Inc. and any other related ancillary documents on behalf of the Village Council.

Vote: (Roll Call)

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

Nay:

Abstentions:

(e) Architectural Services for PreK-8 School on Three Oaks Parkway

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments:

Councilmembers Ward, Ribble, and Vice Mayor McLain.

Public Comment:

None.

Motion: Motion to approve a contract, via a piggybacking of the School District's bid, with Harvard Jolly Architecture in the amount of $98,000 to provide architectural and engineering services for additional athletic facilities at the proposed new School District of Lee County PreK-8 School on Three Oaks Parkway, approve a contingency fund amount of $9,800 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract and any ancillary paperwork which may be required on behalf of the Village of Estero Council.

Motion by: Councilmember Fiesel

Seconded by: Councilmember Wilson

Action: Approved a contract, via a piggybacking of the School District's bid, with Harvard Jolly Architecture in the amount of $98,000 to provide architectural and engineering services for additional athletic facilities at the proposed new School District of Lee County PreK-8 School on Three Oaks Parkway, approve a contingency fund amount of $9,800 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract and any ancillary paperwork which may be required on behalf of the Village of Estero Council.

Vote: (Roll Call)

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

Nay:

Abstentions:

(f) Village of Estero Water Monitoring Contract

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

David Willems, Public Works Director

Council Questions or Comments:

Councilmembers Boesch, Ward, Vice Mayor McLain, and Mayor Errington.

Public Comment:

None.

Motion: Motion to approve award of Supplemental Task Authorization 09 to Contract EC 2020-32 to Johnson Engineering to provide water monitoring services for The Village of Estero for $83,780, approve a 10% contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Motion by: Vice Mayor McLain

Seconded by: Councilmember Fiesel

Action: Approved award of Supplemental Task Authorization 09 to Contract EC 2020-32 to Johnson Engineering to provide water monitoring services for The Village of Estero for $83,780, approve a 10% contingency for additional services that may be required to complete the project, and authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Vote: (Roll Call)

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

Nay:

Abstentions:

8. FIRST READING

(a) Via Coconut Rezoning

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

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

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

Public Comment:
None.

Motion: Motion to pass First Reading and schedule Second Reading for October 20, 2021.

Motion by: Councilmember Ribble
Seconded by: Councilmember Fiesel

Action: Passed the First Reading and scheduled Second Reading for October 20, 2021.

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

9. SECOND PUBLIC HEARING AND READINGS

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

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Chris Phillips, Finance Director

Council Questions or Comments:

Councilmembers Boesch and Wilson.

Public Comment:

None.

Motion: Motion to approve Resolution No. 2021-21 with the Mill rate of 0.77.

Motion by: **Councilmember Boesch**
Seconded by: **Councilmember Wilson**

Action: Approved Resolution No. 2021-21 with the Mill rate of 0.77.

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

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

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Chris Phillips, Finance Director

Council Questions or Comments:

Councilmember Fiesel and Vice Mayor McLain.

Public Comment:

None.

Motion: Motion to approve Resolution No. 2021-22.

Motion by: Councilmember Ribble

Seconded by: Councilmember Fiesel

Action: Approved Resolution No. 2021-22.

Vote: (Roll Call)
Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

10. PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Boesch, Wilson, Ward, Vice Mayor McLain, and Mayor Errington.

12. VILLAGE ATTORNEY'S REPORT: None.

13. VILLAGE MANAGER'S REPORT: None.

14. ADJOURNMENT at 7:04 pm.

ATTEST:

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: _____
Katy Errington, Mayor

(td/CS)

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:

Financial Report for the month ended September 30, 2021.

Description:

This financial report provides details of operations for the month ending September 30, 2021 which is the twelfth and final month of the 2020-2021 fiscal year. Activity year to date closely followed the budget through the third quarter and ultimately the fiscal year.

- *Ad valorem (real estate) taxes*: 101% of budgeted ad valorem revenue was collected during the fiscal year.
- *General Fund*: State Revenue Sharing Sales Tax (152%), Half-Cent Sales Tax (154%), and State Revenue Sharing Fuel Tax (148%) outperformed budgeted revenue for FY 2021.
- *Reserved Funds:* $5,596,700 in operating reserve funds; $670,000 in litigation deference reserve funds and $148,000 in major road maintenance reserve funds.
- *Debt Reduction Funding*: $5,304,382 has been allocated for Debt Reduction funding.
- *Available funds:* total funds categorized as available are $29,252,208.

Action Requested:

Approve financial report.

Financial Impact:

There is no financial impact of this report.

Attachments:

1. September 30, 2021 Budget report

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Ad Valorem Taxes	259	5,107,903	5,075,000	32,903	101%	5,054,886
Local Communications Srvs Tax	73,069	794,445	891,700	(97,255)	89%	909,318
Local Business Tax	5,014	16,243	21,900	(5,657)	74%	19,624
Franchise Fees-Electric	198,361	1,942,532	2,130,400	(187,868)	91%	2,121,895
Franchise Fees-Solid Waste	-	123,864	161,100	(37,236)	77%	158,137
Rev Sharing Sales tax	52,875	627,152	412,300	214,852	152%	583,901
Mobile Home License	49	3,452	2,800	652	123%	2,809
Alcohol Beverage Tax	-	36,340	32,300	4,040	113%	33,987
Half Cent Sales Tax	267,281	2,955,287	1,919,800	1,035,487	154%	2,675,131
Fines & Forfeitures	114	506	500	6	101%	920
Interest Income	408	3,983	32,400	(28,417)	12%	183,392
Rental income	3,000	36,000	36,000	-	100%	51,000
Miscellaneous Revenue	-	16,352	25,000	(8,648)	65%	11,710
Administrative Fee	333	17,704	20,000	(2,296)	89%	54,171
Cost Recovery-Admin Charge	1,600	10,300	10,000	300	103%	14,000
Lee Cty Clerk Recording Fees	-	-	-	-	0%	5,208
Dev & Zoning-Fixed Fees	6,641	69,106	45,000	24,106	154%	52,869
Dev & Zoning-Cost Recovery Fee	11,195	127,689	48,800	78,889	262%	47,619
Planning-Miscellaneous Revenue	3,401	55,284	-	55,284	100%	39,860
Code Comp & Contractor License	(7,000)	21,434	7,000	14,434	306%	32,242
Local Option Gas Tax-1-6 Cent	44,114	494,655	432,500	62,155	114%	496,117
ROW Permits	-	1,900	1,500	400	127%	2,750
Rev Sharing-Fuel Tax	15,448	183,227	123,400	59,827	148%	170,815
FDOT US 41 Light Maintenance	-	122,081	122,080	1	100%	118,525
Covid Cares-Covid	-	539,919	411,600	128,319	131%	42,034
WCIND Marine Patrol Revenue	2,176	2,176	11,860	(9,684)	18%	544
FEMA-Federal Share	-	-	-	-	0%	6,547
FEMA-State Share	-	-	-	-	0%	(3,273)
Total Revenues-General Fund	**678,340**	**13,309,532**	**11,974,940**	**1,334,592**	111%	**12,886,737**
Building Fees	83,389	972,947	979,000	(6,053)	99%	1,147,131
Surcharge Fee Retained	-	2,037	3,300	(1,263)	62%	3,329
Convenience Fee	2,692	33,961	15,000	18,961	226%	28,982
Interest income	13	149	1,000	(851)	15%	3,051
	-	-	-	-		-
Total Revenues-Building Fee Fund	**86,094**	**1,009,093**	**998,300**	**10,793**	101%	**1,182,493**
Interest Income	88	1,057	10,000	(8,943)	11%	38,645
Proceeds from Sale of Asset	-	-	-	-	0%	996,685
Total Revenues-Debt Serv	**88**	**1,057**	**10,000**	**(8,943)**	11%	**1,035,330**

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Local Option Gas Tax 1-5 Cent	32,266	359,909	316,000	43,909	114%	361,467
Interest Income-Gas Tax	29	279	5,910	(5,631)	5%	5,933
Lee Cty Funding-Estero Prkway	-	2,196,213	2,196,000	213	100%	-
Developer Contributions-Inters	-	290,954	974,600	(683,646)	30%	89,307
FDOT Funding-US 41 Landscaping	-	-	134,490	(134,490)	0%	652,566
Road Imp Fee-Residential	-	313,656	200,000	113,656	157%	549,336
Road Imp Fees-Commercial	-	80,394	200,000	(119,606)	40%	590,570
Park Imp Fees-Residential	-	38,589	60,000	(21,411)	64%	62,935
Park Imp Fee-Commercial	-	9,296	110,000	(100,704)	8%	230,076
Interest Income-Rd Impact	148	1,601	30,930	(29,329)	5%	68,164
Interest Income-Com Prk Impact	2	19	470	(451)	4%	8,988
Interest Income-Reg Prk Impact	-	-	-	-	0%	7,915
Interest Inc-Com Prk Contri	2	18	100	(82)	18%	363
Interest Inc-Public Land	2	26	970	(944)	3%	1,510
Interest Income-Park Imp	8	80	3,620	(3,540)	2%	1,639
Total Revenues-Capital Projects Fund	**32,457**	**3,291,034**	**4,233,090**	**(942,056)**	**78%**	**2,630,770**
Total Revenues-All Funds	**796,979**	**17,610,717**	**17,216,330**	**394,387**	**102%**	**17,735,329**
Debt Serv Fd Trans from Gen Fd	-	2,515,197	2,515,800	(603)	100%	2,515,197
Proceeds from Debt Issue	-	-	-	-	0%	-
Cap Projects Trans from Gen Fd	71,012	2,687,351	3,837,010	(1,149,659)	70%	5,162,053
Cap Project Trans fromDebtServ	-	-	-	-	0%	1,000,000
Total Revenues and Other Financing Sources-All Funds	***867,991***	***22,813,265***	***23,569,140***	***(755,875)***	*97%*	***26,412,580***

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Executive Salaries	10,356	124,125	124,300	175	100%	124,277
FICA Taxes	792	9,496	9,600	104	99%	9,507
Workers Comp	83	290	300	10	97%	183
Unemployment Comp	112	1,539	2,000	461	77%	1,574
Travel and Per Diem	62	1,356	22,000	20,644	6%	2,011
Books Pub & Memberships	-	5,923	5,000	(923)	118%	5,385
Training	(700)	(104)	2,000	2,104	-5%	1,629
Total Village Council	*10,705*	*142,625*	*165,200*	*22,575*	86%	*144,566*
Executive Salary	23,074	202,119	204,700	2,581	99%	201,497
Car Allowance	554	7,002	7,200	198	97%	7,239
Regular Salaries & Wages	16,545	190,553	162,400	(28,153)	117%	152,524
FICA Taxes	1,584	26,074	24,400	(1,674)	107%	22,950
Retirement Contributions	2,797	38,606	38,600	(6)	100%	32,459
Group Insurance	8,081	92,936	84,000	(8,936)	111%	70,324
Worker's Compensation	165	719	800	81	90%	426
Unemployment Comp	50	869	900	31	97%	1,032
Miscellaneous Professional Srv	-	19,083	75,000	55,917	25%	6,950
Contractual Srvs-Adm Assist	-	675	-	(675)	100%	-
Communication Services	2,625	31,500	32,760	1,260	96%	31,500
Miscellaneous Contractual Srvs	-	-	35,000	35,000	0%	1,900
Travel & Per Diem	-	2,313	12,000	9,687	19%	3,462
Public Relations	750	8,781	15,000	6,219	59%	16,708
Books Pub & Memberships	320	4,534	3,000	(1,534)	151%	2,600
Training	125	3,025	4,000	975	76%	185
Total Village Manager	*56,670*	*628,790*	*699,760*	*70,970*	90%	*551,757*
Village Attorney	17,738	240,742	150,000	(90,742)	160%	173,217
Land Use Legal	5,900	57,712	85,000	27,288	68%	81,163
Comprehensive Plan Legal	-	-	15,000	15,000	0%	2,115
Code Enforcement Legal	-	1,613	12,000	10,388	13%	7,676
Land Dev Code Legal	-	12,890	15,000	2,110	86%	20,706
Other Special Legal	-	-	-	-	0%	4,449
Total Village Attorney	*23,638*	*312,956*	*277,000*	*(35,956)*	113%	*289,325*
Regular Salaries & Wages	2,775	36,068	131,600	95,532	27%	103,836
FICA Taxes	212	2,759	10,100	7,341	27%	7,919
Retirement Contributions	-	-	10,500	10,500	0%	6,459
Group Insurance	-	-	15,000	15,000	0%	9,033
Worker's Compensation	-	208	300	92	69%	183
Unemployment Compensation	34	473	600	127	79%	520
Codification	-	6,050	25,000	18,950	24%	4,840
Election Services	-	15,724	70,000	54,276	22%	-
Travel & Per Diem	-	-	1,000	1,000	0%	-
Legal Notices	-	3,914	5,000	1,086	78%	2,435
Book, Pub & Membership	100	250	500	250	50%	170
Training	-	304	100	(204)	304%	-
Total Village Clerk	*3,121*	*65,750*	*269,700*	*203,950*	24%	*135,395*

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Regular Salaries & Wages	19,859	167,667	283,100	115,433	59%	260,266
FICA Taxes	1,519	12,776	21,700	8,924	59%	19,690
Retirement Contributions	715	3,261	13,100	9,839	25%	11,206
Group Insurance	1,277	8,535	23,700	15,165	36%	19,767
Worker's Compensation	110	526	600	74	88%	304
Unemployment Compensation	66	899	1,100	201	82%	951
Accounting Services	4,932	107,124	5,000	(102,124)	2142%	-
Auditing & Actuarial Services	-	36,500	38,000	1,500	96%	31,000
Travel & Per Diem	-	-	1,200	1,200	0%	-
Books, Publications & Members	-	293	800	507	37%	779
Training	-	-	1,200	1,200	0%	1,504
Total Finance	*28,478*	*337,581*	*389,500*	*51,919*	87%	*345,467*
Regular Salaries & Wages	25,155	235,975	187,500	(48,475)	126%	192,688
FICA Taxes	1,892	17,743	14,400	(3,343)	123%	14,477
Retirement Contributions	2,502	30,023	19,700	(10,323)	152%	17,071
Group Insurance	5,960	63,784	37,300	(26,484)	171%	31,074
Worker's Compensation	1,349	3,496	2,300	(1,196)	152%	1,644
Unemployment Compensation	50	786	600	(186)	131%	811
Land Development Code	-	44,329	40,000	(4,329)	111%	130,680
Comp Plan/Land Dev Regulations	-	-	30,000	30,000	0%	16,830
Growth Model Srvs	-	-	10,000	10,000	0%	-
Development Srvcs Manager	650	17,850	85,000	67,150	21%	50,817
Misc Professional Services	-	-	65,000	65,000	0%	210
Economic Development	-	27,500	60,000	32,500	46%	27,500
Travel & Per Diem	-	281	2,000	1,719	14%	-
Legal Notices-Plan & Zoning	-	5,158	6,000	842	86%	2,953
Books, Pub & Memberships	-	4,696	5,000	304	94%	4,329
Training	165	165	600	435	28%	218
Total Development Services	*37,723*	*451,787*	*565,400*	*113,613*	80%	*491,303*
Cost Recovery-Wages	6,921	100,110	43,900	(56,210)	228%	25,904
Cost Recovery FICA Taxes	519	7,508	3,400	(4,108)	221%	1,950
Cost Recovery Worker's Comp	-	-	1,200	1,200	0%	-
Cost Recovery Unemploy Comp	-	-	300	300	0%	-
Cost Recovery Prof Services	3,755	20,071	-	(20,071)	100%	19,765
Planning & Zoning-Fixed Fee	28,450	312,321	350,000	37,679	89%	290,787
Filling Fees and Charges	-	-	-	-	0%	5,289
Planning, Zoning and Development Review Services	*39,644*	*440,009*	*398,800*	*(41,209)*	110%	*343,695*

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Special Magistrate Srvs	1,250	9,776	16,000	6,225	61%	8,913
Code Compliance Contract Srvs	12,437	131,614	154,000	22,386	85%	139,621
Other Chrges-Filing Fees	-	170	1,200	1,030	14%	311
Total Code Compliance Services	*13,687*	*141,559*	*171,200*	*29,641*	83%	*148,845*
Lee Cty Animal Control Srvs	-	24,762	38,000	13,239	65%	37,932
Total Animal Control	-	*24,762*	*38,000*	*13,239*	65%	*37,932*
Flood Plain-Com Rating System	-	16,824	150,000	133,176	11%	27,031
NPDES Compliance	-	-	5,000	5,000	0%	983
Water Level & Quality Monitor	8,529	61,988	130,000	68,012	48%	57,467
Water & Sewer Expansion	-	-	257,400	257,400	0%	-
Miscellaneous Stormwate Maint	3,859	10,559	-	(10,559)	100%	-
Estero River Maintenance	-	250	30,000	29,750	1%	50,060
Miscellaneous Stormwate Maint	58,997	132,511	123,500	(9,011)	107%	51,150
Water Quality Joint Advocacy	-	5,000	5,000	-	100%	5,000
Total Public Works/ Physical Environment	*71,385*	*227,131*	*700,900*	*473,769*	32%	*191,691*

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Public Works Wages	17,385	167,823	186,600	18,777	90%	167,086
FICA Taxes	1,286	12,285	14,300	2,015	86%	12,272
Retirement Contribution	1,006	12,716	13,400	684	95%	11,517
Group Insurance	3,453	39,035	35,200	(3,835)	111%	29,476
Worker's Compensation	1,046	4,439	5,100	661	87%	3,349
Unemployment Compensation	34	545	600	55	91%	808
Traffic Counts	-	11,763	16,500	4,738	71%	11,760
Misc Professional Services	5,736	82,297	50,000	(32,297)	165%	163,910
Misc Engineering Srvc	14,309	35,372	-	(35,372)	100%	-
Misc Construction Services	1,805	29,850	60,000	30,150	50%	78,531
Bridge Maintenance	-	-	10,000	10,000	0%	-
Irrigation Maintenance	1,350	8,763	-	(8,763)	100%	13,619
Landscape Maintenance	13,030	39,950	138,600	98,650	29%	19,125
Mowing Maintenance	11,050	108,425	-	(108,425)	100%	101,230
Ditch Maintenance	2,500	2,500	-	(2,500)	100%	-
Street Light Maintenance	-	11,296	65,100	53,804	17%	25,862
Street Sweeping Services	2,960	17,440	22,000	4,560	79%	19,510
Traffic Sign Maintenance	3,140	4,989	-	(4,989)	100%	4,180
Traffic Signal Maintenance	8,611	26,730	5,000	(21,730)	535%	4,836
Right-of-Way Permit Review	1,711	13,645	15,000	1,355	91%	6,114
Railroad Maintenance	-	18,000	18,000	-	100%	18,000
Misc Traffic Safety Projects	-	8,163	-	(8,163)	100%	-
Misc Landscape Projects	200	5,588	-	(5,588)	100%	-
Sandy Lane Bridge Maint/Access	-	24,818	-	(24,818)	100%	-
Resurf/Drainage-Poinciana Trai	-	51,857	103,870	52,013	50%	386,370
Road Maintenance	400	2,040	120,000	117,960	2%	-
US41 Traffic Signal Maint	-	-	30,000	30,000	0%	-
US41 Landscape Maint	-	-	22,900	22,900	0%	-
Travel	838	2,736	5,000	2,264	55%	4,066
Communications	36	463	500	37	93%	512
Utilities	5,132	48,912	35,270	(13,642)	139%	40,890
Equipment & leases	242	2,604	2,500	(104)	104%	2,151
Street Light Insurance	3,214	12,857	16,500	3,643	78%	3,214
Operating Supplies	100	1,730	3,000	1,270	58%	1,603
Books, Publications & Members	-	435	1,500	1,065	29%	1,187
Training	-	427	2,000	1,573	21%	349
Total Public Works/ Transportation	*100,575*	*810,493*	*998,440*	*187,947*	81%	*1,131,528*

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Webmaster Srvs & Maintenance	500	6,825	9,000	2,176	76%	8,030
Software Licensing	5,775	37,546	30,000	(7,546)	125%	32,575
Information Technology Srvs	12,655	115,490	125,000	9,510	92%	130,296
Tech Development Services	24,630	35,940	-	(35,940)	100%	8,525
Small tools & equipment	-	-	13,800	13,800	0%	-
Capital Outlay	-	-	10,000	10,000	0%	4,416
Total Information Technology	*43,561*	*195,800*	*187,800*	*(8,000)*	104%	*183,842*
Lee Cty Law Enforcement	-	4,800	10,000	5,200	48%	4,124
Total Law Enforcement/ Security	-	*4,800*	*10,000*	*5,200*	48%	*4,124*
Parks Master Plan	-	-	-	-	0%	40,445
YMCA Operating Agreement	5,140	62,630	63,000	370	99%	26,750
Utilities	340	5,709	6,000	291	95%	5,668
Equipment Rent & Leases	-	559	1,100	541	51%	667
Repairs & Maint	90	2,530	20,000	17,471	13%	21,314
Total Parks & Recreation	*5,570*	*71,427*	*90,100*	*18,673*	79%	*94,844*

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Lobbying Services	2,500	27,500	30,000	2,500	92%	30,000
State Administrative Fees	541	8,788	9,500	712	93%	9,360
Tax Collector Fees	1,850	3,700	3,750	50	99%	1,818
Audio Visual Services	2,258	29,424	46,000	16,576	64%	26,136
Misc Contractual Srvcs	-	3,235	250,000	246,765	1%	-
Communications	408	5,150	5,000	(150)	103%	4,251
Freight & Postage	385	2,796	3,500	704	80%	2,171
Utilities	2,498	23,335	17,500	(5,835)	133%	15,671
Equipment Rental & Leases	478	10,840	10,000	(840)	108%	9,433
Office Lease-Corkscrew Palms	19,104	229,175	257,400	28,225	89%	230,016
Insurance	18,426	68,050	78,700	10,650	86%	74,952
Repairs & Maintenance	1,999	15,842	20,000	4,158	79%	16,970
Printing	-	-	1,500	1,500	0%	146
Contingency	-	-	154,200	154,200	0%	-
Office Supplies	378	4,515	6,500	1,985	69%	4,214
Operating Supplies	3,469	36,340	11,000	(25,340)	330%	12,143
Books Pub & Membership	16	101	2,000	1,899	5%	141
Capital Outlay	-	350	-	(350)	100%	-
Total General Government	*54,309*	*469,142*	*906,550*	*437,408*	52%	*437,421*
Covid Contractual Expenditures	-	192,496	185,400	(7,096)	104%	-
Repair and Maintenance	-	4,950	-	(4,950)	100%	3,690
Covid Supplies	-	304,409	226,200	(78,209)	135%	499
Capital Outlay	-	-	-	-	0%	37,990
Total COVID	-	*501,855*	*411,600*	*(90,255)*	122%	*42,179*
Lee Cty Marine Patrol	-	2,720	43,860	41,140	6%	544
Total Lee County Marine Patrol	-	*2,720*	*43,860*	*41,140*	6%	*544*
IRMA-Professional Service	-	-	10,000	10,000	0%	-
IRMA Debris Removal	-	-	-	-	0%	69,504
Total Hurricane Irma	-	-	*10,000*	*10,000*	0%	*69,504*
Total Expenditures-General Fund	***489,065***	***4,829,187***	***6,333,810***	***1,504,623***	76%	***4,643,959***

Village of Estero

Budget Report-All Funds
For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Building Service Contract	81,810	899,808	954,100	54,292	94%	953,569
Laserfische Software	-	6,104	8,100	1,996	75%	8,088
Building IT Contract Services	453	4,827	5,300	473	91%	5,542
Records Imaging Services	-	15,309	-	(15,309)	100%	-
Software Consultant	-	-	275,000	275,000	0%	-
Inkforce Software	1,275	14,025	15,300	1,275	92%	15,300
Communications	109	1,453	1,400	(53)	104%	1,405
Freight & Postage	72	662	600	(62)	110%	636
Utilities	338	2,682	3,000	318	89%	2,970
Equipment Lease	1,064	9,751	9,800	49	100%	9,270
Office Lease-Corkscrew Palms	3,913	46,939	52,800	5,861	89%	47,112
Repairs & Maintenance	207	2,142	3,800	1,658	56%	2,479
Credit Card Fees	2,755	34,955	27,800	(7,155)	126%	30,161
Office Supplies	233	2,492	3,000	508	83%	2,829
~~Operating Supplies~~	13	83	4,800	4,717	2%	3,618
Total Expenditures-Building Fee Fund	*92,242*	*1,041,233*	*1,364,800*	*323,567*	76%	*1,082,979*
Principal Payments	-	670,459	670,460	1	100%	1,641,295
Interest Expense	-	720,613	745,340	24,727	97%	770,587
Total Expenditures-Debt Service	-	*1,391,072*	*1,415,800*	*24,728*	98%	*2,411,882*
Estero Parkway Improvements	61,833	3,760,905	3,186,560	(574,345)	118%	4,688,942
River Ranch Rd Improvements	-	52,905	310,000	257,095	17%	145,702
Corkscrew Rd Widening	18,033	44,813	300,000	255,188	15%	32,507
Via Coconut Pt Street Lights	-	-	205,200	205,200	0%	-
Williams Rd Street Lights	-	-	57,000	57,000	0%	-
River Ranch Rd Street Lights	-	-	30,500	30,500	0%	-
Broadway Ave East Street Light	-	-	12,900	12,900	0%	-
Sandy Lane Street Lights	-	-	28,600	28,600	0%	-
Total Roadway Projects	79,866	3,858,623	4,130,760	272,137	93%	4,867,151
US41-Pelican Sound Inte Improv	-	-	132,000	132,000	0%	-
Corkscrew Rd Signal-Puente Ln	-	1,159,356	1,634,950	475,594	71%	76,847
Williams Rd Intersection Impro	18,862	98,647	300,000	201,353	33%	33,353
Williams Rd High School Turn	-	83,791	-	(83,791)	100%	423,462
Coconut Rd Improvements	-	-	117,000	117,000	0%	29,441
Total Intersection Improve Proj	18,862	1,341,794	2,183,950	842,156	61%	563,103
Coconut Rd Crosswalks	-	79,492	150,000	70,508	53%	41,978
Williams Rd Bike/Sidewalks	12,995	29,150	150,000	120,850	19%	-
Intersect Safety Improv Study	-	-	110,000	110,000	0%	-
Sandy Ln Bike-Ped Improv	-	-	438,780	438,780	0%	-
Broadway E Shared Use Path	-	-	245,700	245,700	0%	-
Broadway W Bus Stop Improv	-	11,195	-	(11,195)	100%	2,650
Total Bicycle & Ped Improv Proj	12,995	119,837	1,094,480	974,643	11%	44,628

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
US 41 FDOT Landscape	-	-	199,600	199,600	0%	-
US 41 Landscaping Enhancement	37,230	74,869	114,790	39,921	65%	800,988
Monument Sign/Branding	-	-	-	-	0%	9,279
US 41 Monument Signs	-	-	156,000	156,000	0%	-
Three Oaks Prkwy MonumentSigns	-	-	156,000	156,000	0%	-
Via Coconut Pt Landscap Improv	700	5,620	276,000	270,380	2%	62,390
Ben Hill Griff Pkwy Landsc Imp	-	56,067	130,000	73,933	43%	-
I-75 Interchange Landscaping	-	9,000	60,000	51,000	15%	-
Williams Rd Landscape Improv	-	-	143,000	143,000	0%	-
Total Landscaping & Beauti Proj	37,930	145,556	1,235,390	1,089,834	12%	872,657
Park Capital Projects	-	13,500	-	(13,500)	100%	-
Estero on River Master Plan	33,082	72,457	252,000	179,543	29%	24,750
Estero Com Prk Master Plan	-	-	150,000	150,000	0%	-
Estero Com Prk Expansion	-	-	738,000	738,000	0%	-
Total Parks & Recreation Proj	33,082	85,957	1,140,000	1,054,043	8%	24,750
	-	-			0%	-
Estero River N Brnch Drainage	-	14,345	342,000	327,655	4%	-
Estero Rvr Sediment Removal	-	22,312	30,000	7,688	74%	-
Total Stormwater Projects	-	36,657	372,000	335,343	10%	-
Land Purchase-Estero on River	-	41,050	-	(41,050)	100%	8,500
Williams Road Property-Church	-	-	-	-	0%	3,012,288
	-	-	-	-		-
Total Land Acquistions	-	41,050	-	(41,050)	100%	3,020,788
Total Expenditures-Capital Project Fund	182,734	5,629,474	10,156,580	4,527,106	55%	9,393,076
Total Expenditures-All Funds	***764,041***	***12,890,966***	***19,270,990***	***6,380,024***	***67%***	***17,531,896***

Village of Estero

Budget Report-All Funds

For the Month Ending September 2021

	Current Month Actual	2020-2021 Year to Date Actual	2020-2021 #3 Bud Amend-June Budget	2020-2021 Budget Variance	2020-2021 Year to Date Percentage	2019-2020 Year to Date Actual
Gen Fd Trans to Debt Service	-	2,515,197	2,515,800	603	100%	2,515,197
Gen Fd Trans to Cap Projects	71,012	2,687,351	3,837,010	1,149,659	70%	5,162,053
Debt Serv Trans toCap Projects	-	-	-	-	0%	1,000,000
CIP Tran from Gas Tax-300-000	-	(83,791)	(570,000)	(486,209)	15%	(456,815)
CIP Tran from RdImp 300-990	(49,889)	(225,514)	(1,744,480)	(1,518,966)	13%	(32,507)
CIP Tran from ComPrkIF 300-991	-	-	(118,700)	(118,700)	0%	(868,700)
CIP Tran from RegPrkIF 300-992	-	-	-	-	0%	(862,556)
CIP Tran from PubLand- 300-994	-	-	-	-	0%	(281,032)
CIP Tran from Park IF 300-995	-	-	(581,300)	(581,300)	0%	-
Gas Tax Trans to CIP-300-266	-	83,791	570,000	486,209	15%	456,815
Rd Imp Fee Trans toCIP-300-990	49,889	225,514	1,744,480	1,518,966	13%	32,507
ComPrk Imp Fee Tran to CIP-991	-	-	118,700	118,700	0%	868,700
RegPrk Imp Fee Tran to CIP-992	-	-	-	-	0%	862,556
PubLand BonusDen TrantoCIP-994	-	-	-	-	0%	281,032
Park Imp Fee Tran to CIP-995	-	-	581,300	581,300	0%	-
Total Expenditures and Other Financing Uses-All Funds	***835,053***	***18,093,514***	***25,623,800***	***7,530,286***	*71%*	***26,209,146***
Excess Revenue over Expenditures	***32,938***	***4,719,751***	***(2,054,660)***	***6,774,411***		***203,433***
Estimated Prior Year Surplus		36,251,537	32,634,850	3,616,687		36,048,104
Fund Balance		***40,971,288***	***30,580,190***	***10,391,098***		***36,251,537***
			General Fund			
Revenues	678,340	13,309,532	11,974,940	1,334,592	111%	12,886,737
Expenditures	489,065	4,829,187	6,333,810	1,504,623	76%	4,643,959
Operating Excess (deficit)	189,274	8,480,345	5,641,130	2,839,215		8,242,778
Transfers out to Debt Service	-	(2,515,197)	(2,515,800)	603	100%	(2,515,197)
Transfers out to Capital Projects	(71,012)	(2,687,351)	(3,837,010)	1,149,659	70%	(5,162,053)
Operating Excess (deficit)	118,262	3,277,797	(711,680)	3,989,477		565,528
			Building Fee Fund			
Revenues	86,094	1,009,093	998,300	10,793	101%	1,182,493
Expenditures	92,242	1,041,233	1,364,800	323,567	76%	1,082,979
Operating Excess (deficit)	(6,147)	(32,139)	(366,500)	334,361		99,514
			Debt Service Fund			
Revenues	88	1,057	10,000	(8,943)	11%	1,035,330
Expenditures	-	1,391,072	1,415,800	24,728	98%	2,411,882
Operating Excess (deficit)	88	(1,390,015)	(1,405,800)	15,785		(1,376,553)
Debt Service Proceeds	-	-	-	-	0%	-
Transfers in from General Fund	-	2,515,197	2,515,800	(603)	100%	2,515,197
Transfers out to Capital Projects	-	-	-	-	0%	(1,000,000)
Operating Excess (deficit)	88	1,125,182	1,110,000	15,182		138,645
			Capital Projects Fund			
Revenues	32,457	3,291,034	4,233,090	(942,056)	78%	2,630,770
Expenditures	182,734	5,629,474	10,156,580	4,527,106	55%	9,393,076
Operating Excess (deficit)	(150,277)	(2,338,440)	(5,923,490)	3,585,050		(6,762,306)
Transfers in from Other Funds	71,012	2,687,351	3,837,010	(1,149,659)	70%	6,162,053
Operating Excess (deficit)	(79,265)	348,911	(2,086,480)	2,435,391		(600,253)

Village of Estero

Budget Report-All Funds
For the Month Ending September 2021

Reserved and Available Funds Report

General Fund Reserves	$ 5,596,700
Litigation Defense Reserve	670,000
Major Road Maintenance Reserve	148,000
Debt Reduction	5,304,382
Total Reserved Funds	$ 11,719,082
General Fund Capital Projects	$ 16,727,126
Building Fee Fund	771,099
Gas Tax Capital Projects	1,748,945
Developer Contribution	332,763
Road Impact Fees	8,852,826
Community Park Impact Fees	107,709
Regional Park Impact Fees	-
Estero Park Entry Contribution	101,008
Park Imp Fees	467,599
Public Land Purchase	143,133
Total Available Funds	$ 29,252,208

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:
Via Coconut Point & Williams Road Roundabout Landscaping & Irrigation - RFB 2021-03

Description:
The development located at the southeast corner of Williams Road and Via Coconut Point (The Reserve at Coconut Point, fka Edera) recently completed the installation of landscaping and irrigation in the median islands on Via Coconut Point and Williams Road. This was required as part of their zoning approval.

The Reserve was also required to install landscaping in the Williams Rd/Via Coconut Point roundabout. However, the approved landscaping plans only included sabal palms and palmettos. This would not have matched the quality the Village has established on Estero Parkway.

To maintain the quality established with Estero Parkway, the developer agreed to contribute money toward the installation of enhanced landscaping in the roundabout. The developer contributed approximately $54,000 toward the installation of landscaping in the roundabout. The developer also installed irrigation to the roundabout.

The Village hired Bruce Howard to prepare a design for the roundabout landscaping. Council reviewed the design on February 3, 2021.

The Village of Estero requested bids to install the landscaping and irrigation and bids were received on October 20, 2021.

The action requested completes the competitive bid process by approving award of the bid and accompanying contract to the lowest responsive and responsible bidder.

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

Action Requested:
Approve award of Request for Bids No. RFB 2021-03, Via Coconut Point & Williams Road Roundabout Landscaping & Irrigation for the Village of Estero to O'Donnell Landscapes, Inc. to provide landscaping and irrigation work at a cost of $120,181.

Also approve a contingency fund amount of $12,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact:
The financial impact of the proposed project is $132,181. This include the contract amount plus a 10% contingency.

The Village of Estero will utilize a portion of the $261,000 included in the Fiscal Year 2021-2022 budget for Via Coconut Point Landscape Improvements.

Attachments:

1. Bid from O'Donnell Landscapes, Inc.
2. Contract
3. Vendor Disclosure Form
4. Landscape Plans
5. Location Map

Bid No.: RFB 2021-03

PROJECT NO.: RFB 2021-03

DUE DATE: October 13, 2021

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

NOTE: Please submit your response electronically to me via email at the address below.

INVITATION TO BID (CONSTRUCTION)

TITLE:
VIA COCONUT POINT & WILLIAMS ROAD ROUNDABOUT LANDSCAPING & IRRIGATION

Advertised Date: September 21, 2021

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

Bid No.: RFB 2021-03

INSTRUCTIONS TO BIDDERS
CONSTRUCTION

Sealed Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this "Invitation to Bid", and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

1. SUBMISSION OF BID:

a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Bid".
2. Name of the firm submitting the Bid.
3. Title of the Bid.
4. Bid Number.
5. Bid Due Date.
6. Contact e-mail and telephone number.

b. The bid must be submitted as follows:

1. The original consisting of the Village's Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as "Original".)
2. A copy of the original Bid Forms for the Village Manager. (Mark as "Copy".)
3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
4. Warranties and guarantees against defective materials and workmanship (if applicable).
5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.

c. RESPONSES RECEIVED LATE: The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject a late Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: "This Bid was received after the specified deadline time". All references to date and time herein reference Estero, FL local time.

d. VILLAGE RESERVES THE RIGHT: The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately

quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

e. EXECUTION OF SOLICITATION: All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.

f. CALCULATION ERRORS: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

g. ADDITIONS/REVISIONS/DELETIONS: Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation shall remain the property of the Bidder until a physical inspection and actual usage of these materials or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Bidder.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Bidder unless otherwise agreed upon in writing prior to service. It shall be the Bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Bidders shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

a. Authorized to transact business and properly licensed in the State of Florida at the time of bid submittal. Copies of all necessary permits or licenses must be provided with bid submittal.
b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
c. Compliance with any applicable Environmental Protection Agency regulations.
d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
e. Chapter 119, Florida Statutes, Public Records.
f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Bidders are requested to email invoices to: accountspayable@estero-fl.gov

Should you prefer to mail your invoice, please send it to the following address:

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

All invoices will be paid as directed by the Village payment procedure and in accordance with the Local Government Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes which they will pay when making purchases of material or subcontractor's services.

6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than 30 calendar days to present or file any claims against the Village concerning this contract. After that period, the Village will consider the bidder to have waived any right to claims against the Village concerning this agreement.

7. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

8. ANTI-DISCRIMINATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all potential respondents that it will affirmatively ensure that any and all respondents must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

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

9. TIEBREAKER

Except as provided by paragraph 8 above whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next lowest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder where the next lowest bidder would similarly be equal.

10. AUDITABLE RECORDS

The selected Bidder will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Bidder will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Bidder to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Bidder will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Bidder will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Bidder's responsibility to ensure that all required records are provided at the Bidder's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Bidder in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

11. TERMINATION

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the bidder, and no such termination notice submitted by the bidder shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

12. CONFIDENTIALITY

All submissions are subject to public disclosure and will not be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed "Confidential" the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida's public record laws.

The Village will not reveal engineering estimates or budget amounts for a project unless required by grant funding or until required by Section 337.168, Florida Statutes.

13. ANTI-LOBBYING CLAUSE

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are ***not*** to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

14. INSURANCE

A certificate of insurance as required by the solicitation documents must be in the response to this ITB.

15. INQUIRIES AND ADDENDUMS

Each respondent must examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted at least eight (8) calendar days prior to the date when the response is due.

Responses and other clarifications will be in the form of an Addendum posted on www.estero-fl.gov . It is solely the firm's responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

The Village shall not be responsible for oral interpretations given by any Village employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

16. SUBCONTRACTORS AND SUBCONSULTANTS

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a proposal under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple proposals for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

17. WITHDRAWAL OF BID

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

Requests to withdraw must be made in writing to the Village Manager who will approve or disapprove the request.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following our circumstances were met: (1) the respondent acted in good faith in submitting their bid. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respond, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Not withstanding the forgoing, a response may be withdrawn for a period of **180 calendar days** after the scheduled time for opening of the solicitation, if an award has not been made.

18. PROTEST RIGHTS

Any person whose bid or proposal is rejected, in whole or in part, or who submits a formal bid or proposal but is not awarded the contract may protest such decision, but only strict compliance with this section. Failure to follow the protest procedures requirement within and the time frames as prescribed herein shall constitute a waiver of your protest and any resulting claims.

"Decisions" are posted on the Village of Estero website. Bidders are solely responsible to check for information regarding the solicitation. www.estero-fl.gov/

In order to preserve your right to protest, an aggrieved bidder must file a written "Notice of Intent to File a Protest" with the Village Manager by 4:00 PM on the third (3) working day after the decision affecting their bid or potential bid is posted on the Village website.

The notice must clearly state the basis and reasons for the protest and must be physically received by the Village Manager within the required time frame. No additional time is granted for mailing.

To secure your right to protest an aggrieved bidder ("protestor") will also be required to post a "Protest Bond" and file a written "Formal Protest" document within 10 calendar days after the "Notice of Intent to File a Protest". A Protest Bond shall be in the form of a certified check, cashier's check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protester's bid, or in the amount not less than five percent (5%) of the lower responsive bid received by the Village in the case of submission of a "no bid" protester. In

cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the Village for the accepted proposal.

Upon receipt of a Formal Protest the Village Manager will forward such protest to the Village Attorney, who shall review the protest and prepare findings of fact and conclusions as to the validity of the protest within 10 calendar days of its receipt and provide that decision to the protestor. The protestor shall have three (3) working days to appeal to the Village Council. The appeal shall be scheduled for a public hearing on the next available Village Council meeting. The Council shall consider the all competent substantial evidence presented at the hearing and render a decision. If the protestor's appeal is denied the Protest Bond shall be immediately forfeited in its entirety to the Village.

19. MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

20. PRE-BID CONFERENCE

A pre-bid conference may be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

Non-Mandatory. Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

Mandatory. Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

21. QUALITY GUARANTEE/WARRANTY

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warrantied for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out

of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

22. NEGOTIATED ITEMS

Any item not outlined in the Invitation to Bid may be subject to negotiations between the Village and the successful Bidder.

After award of this bid the Village reserves the right to add or delete items orservices at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price or terms, if in its sole judgement, the Village considers such adjustments to be in its best interest.

23. AGREEMENT FORTHCOMING

The awarded Bidder will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the successful Bidder.

24. MISCELLANEOUS

a. No amount of work is guaranteed upon award or contract.
b. Award or contract does not entitle any bidder to exclusive rights to Village contracts.
c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive bidders or in-house resources.
e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.

End of Terms & Conditions Section

WILLIAMS RD. / VIA COCONUT POINT ROUNDABOUT
LANDSCAPE DESIGN IMPROVEMENTS
BID FORM

ORIGINAL

Pay Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
MISC-1	Mobilization	LS	1	$1,000.00	$1,000.00
MISC-2	Provide/Maintain As-Built Plans	LS	1	$1,000.00	$1,000.00
MISC-3	Maintenance of Traffic	LS	1	$6,000.00	$6,000.00
MISC-4	Sediment Barrier	LF	358	$5.00	$1,790.00
MISC-5	Inlet Protection	EA	5	$200.00	$1,000.00
MISC-6	Repair/Replace Directional Signage (as needed if damaged during installation)	LS	1	$1,000.00	$1,000.00
MISC-7	Clearing and grubbing (existing sod/weeds only)	SF	10,185	$0.20	$2,037.00
MISC-8	NPDES Permit	EA	1	$2,000.00	$2,000.00
MISC-9	Landsacpe Establishment (1-year)	EA	1	$10,000.00	$10,000.00
	LANDSCAPE PLANTING				$25,827.00
TR-1	Roystonea regia - CUBAN ROYAL PALM (10'-12'grey wood; min. 14'c.t.)	EA	7	$1,100.00	$7,700.00
TR-2	Serenoa repens silver - SAW PALMETTO	25 gal	16	$300.00	$4,800.00
TR-3	Serenoa repens silver - SAW PALMETTO	45 gal	8	$500.00	$4,000.00
SH-1	Clusia nana - DWARF CLUSIA	3 gal	422	$13.00	$5,486.00
SH-2	Crinum asiaticum "Queen Emma" - CRINUM LILY	2'-3' spr.	75	$20.00	$1,500.00
SH-3	Dietes Iridiodes WHITE AFRICAN IRIS	3 gal	342	$10.00	$3,420.00
SH-4	Rondeletia leucophylla - Panama Rose	3 gal	158	$10.00	$1,580.00
SH-5	Trachelospermum asiaticum minima- DWARF CONFEDERATE JASMINE **Rabbits**	1 gal	2,030	$5.00	$10,150.00
SH-6	Tripsacum floridanum - DWARF FAKAHATCHEE	1-3 gal	450	$4.75	$2,137.50
SH-7	Zamia floridana- COONTIE FERN	1 gal	271	$8.00	$2,168.00
EM-1	Bark Mulch **2" Organic Sheredded Deep + 1" Pine Straw**	CY	95	$50.00	$4,750.00
EM-2	Clean native sand (in place volume)	CY	608	$45.00	$27,360.00
EM-3	Composted Organics (in place volume)	CY	152	$85.00	$12,920.00
	LANDSCAPE PLANTING				$87,971.50
IR-1	Rain Bird 1812-PRS 15 Series MPR	EA	33	$45.00	$1,485.00
IR-2	Rain Bird 1812-PRS HE-VAN Series	EA	24	$45.00	$1,080.00
IR-3	Rain Bird 1400 Series Bubbler	EA	14	$40.00	$560.00
IR-4	Rain Bird PEB 1" Zone Valve	EA	1	$150.00	$150.00
IR-5	Rain Bird PEB 2" Zone Valve	EA	3	$225.00	$675.00
IR-6	PVC Class 200 SDR 21 - 3/4" Pipe (approx. Contractor to do own take off)	LF	795	$0.40	$318.00
IR-7	PVC Class 200 SDR 21 - 1" Pipe (approx. Contractor to do own take off)	LF	99	$0.50	$49.50
IR-8	PVC Class 200 SDR 21 - 1 1/4" Pipe (approx. Contractor to do own take off)	LF	50	$1.00	$50.00
IR-9	PVC Class 200 SDR 21 - 1 1/2" Pipe (approx. Contractor to do own take off)	LF	10	$1.00	$10.00
IR-10	PVC Class 200 SDR 21 - 2" Pipe (approx. Contractor to do own take off)	LF	137	$2.00	$274.00
IR-11	Rectangular Valve Box	EA	4	$40.00	$160.00
IR-12	Rain Bird SA Series Swing Assembly (length as needed)	EA	71	$1.00	$71.00
IR-13	Miscellaneous Items Not Individually listed includes but not limited to: elbows, risers, 2 wire runs, pull boxes, Mainline extensions/repairs, glue, coordination time with Edera maintenance company to test the system, etc. This line item is to include all items needed by the contractor to properly install a fully working system as diagramatically shown and specified on the supplied Irrigation Plan.	LS	1	$1,500.00	$1,500.00
	IRRIGATION TOTAL				$6,382.50
	PROJECT TOTAL - BASE BID				$120,181.00

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

DATE SUBMITTED: October 20, 2021

VENDOR NAME: O'Donnell Landscapes, Inc.

TO: The Village of Estero
Estero, Florida

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

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

The undersigned acknowledges receipt of Addenda numbers: (one) #1

VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

TOTAL COST: $120,181.00

NOTE: PLEASE SUBMIT WITH YOUR BID RESPONSE UNIT PRICING VIA THE EXCEL BID FORM THAT ACCOMPANIES THIS DOCUMENT.

ACQUISITION OF ALL REQUIRED MATERIALS SHALL BE ACHIEVED WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

SUBSTANTIAL COMPLETION SHALL BE ACHIEVED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

FINAL COMPLETION SHALL BE ACHIEVED NOT LATER THAN 20 CALENDAR DAYS FOLLOWING SUBSTANTIAL COMPLETION.

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

Are there any modifications to the bid or specifications:

YES_____ NO ✓

Bid No.: RFB 2021-03

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

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

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

FIRM NAME D'Donnell Landscapes, Inc.

BY (Printed): Albert O'Donnell, Pres.

BY (Signature): [signature]

TITLE: President

FEDERAL ID # OR S.S.# 65-0301159

ADDRESS: 4291 Williams Road
Estero, FL 33928

PHONE NO.: 239-992-8842

FAX NO.: 239-992-2188

CELLULAR PHONE NO.: 239-572-1011

E-MAIL ADDRESS: Al@ ODO. Land

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
INVITATION TO BID
FOR
VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

GENERAL SCOPE OF PROJECT

The Village of Estero desires to contract with a vendor to perform landscaping and irrigation work at the Via Coconut Point & Williams Road roundabout.

BASIS OF AWARD

The contract for all services will be awarded to the overall lowest, responsive and responsible bidder (Total Cost) meeting all specification requirements.

In the event the lowest responsible and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

SPECIFICATIONS

The specifications, quantities, and additional information can be found within the Landscape Plans and the Excel Bid Form which accompany this document.

SUPPLEMENTAL SPECIFICATIONS

SECTION 580
LANDSCAPING

580-1 Description.

Install and establish landscaping as indicated in the Contract Documents.

The allowable Contract Time is two separate phases called Installation Period and Establishment Period. The Installation Period precedes the Establishment Period and is the allowable Contract Time minus the one-year Establishment Period.

Regardless of the duration of the time used for the Installation Period, the duration of the Establishment Period will be one year.

580-2 Materials.

580-2.1. Grade Standards and Conformity with Type and Species: Provide plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida of Agriculture's "Grades and Standards for Nursery Plants."

Florida commercial nursery stock is defined as plants propagated or grown at a Florida commercial nursery or imported to a Florida commercial nursery, made available for sale to the public, and included as inventory for fee. Nursery stock purchased from outside Florida and shipped directly to the project site is not Florida commercial nursery stock. Prior to installation, provide nursery invoices or delivery tickets that include written certification that all nursery stock meets the requirements of this Section.

Unless otherwise specified, the minimum grade for plant material is Florida No. 1. Plant material must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer may visit the nursery sites to inspect representative samples and lock tag the example plant material.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies arise between botanical nomenclature and common name, the botanical name will take precedence.

580-2.2 Inspection and Transporting: Move nursery stock in accordance with all Federal, State, and Local Rules and Regulations. For each shipment of nursery stock, provide the nursery's General Nursery Stock Inspection Certificate as required in Chapter 5B-2, F.A.C.

580-2.3 Mulch: Use of cypress mulch is prohibited.

580-2.4 Soil: Remove all unsuitable soil and debris to root ball depth. Replace soil.

580-3 Worksite Landscape Supervisor.

Provide a Worksite Landscape Supervisor to directly oversee all landscape installation and establishment. The Worksite Landscape Supervisor must be a Certified Landscape Technician or Certified Landscape Contractor in accordance with the Florida Nursery Growers and Landscape Association (FNGLA) located at the following URL address: https://www.fngla.org/certifications/index.aspx, or a State of Florida Registered Landscape Architect. Provide verification at the pre-construction meeting.

580-4 Installation.

580-4.1 Installation Plan: At the pre-construction meeting, provide an Installation Plan for review and comment. Specifically describe the methods, activities, materials, and schedule to achieve installation as described in this Section. Include a schedule for monthly inspections and reports described in 580-4.9. Begin installation after Installation Plan is accepted by Engineer.

580-4.2 Delivery: All materials must be available for inspection before installation.

580-4.3 Layout: The locations of plants as shown in the Contract Document are approximate. At no cost to the Village adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements. Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting. Layout shrubs in their containers prior to planting for the Engineer's review prior to excavation or planting.

Make no changes to the layout, or any variations of materials from the Contract Documents without the Engineer's approval.

580-4.4 Soil Drainage: Planting holes and beds must drain sufficiently. Notify the Engineer of drainage or percolation problems before plant installation.

580-4.5 Planting: Meet the requirements of the Contract Documents.

580-4.6 Maintenance: Throughout the installation period, at a minimum, maintain plant materials to the equivalent visible structural quality and healthy characteristics of Florida No. 1.

580-4.7 Site Repair and Restoration: Repair and restore existing areas disturbed by installation or maintenance activities. Use new turf when required to restore and repair disturbed areas.

580-4.8 Disposal of Surplus Materials and Debris: Remove from the jobsite any surplus material unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of landscaping per Contract Documents. Upon commencement of landscape installation, remove daily, all debris from the jobsite.

580-4.9 Reporting: Certify monthly on a form provided by the Village, "Landscape Monthly Inspection Form" that the plants have been installed and are being maintained in accordance with the Contract Documents.

580-4.10 Establishment Plan: Not less than 45 days before the scheduled completion of the installation, submit an Establishment Plan to the Engineer for review and comment. Installation will be considered complete only when the Establishment Plan has been accepted by the Engineer. Specifically describe the methods, activities, materials and schedule to achieve establishment of plant material and

incidental landscaping as described in 580-5. Coordinate with the Village's Registered Landscape Architect to schedule for inspections and reports described in 580-5.2. Acceptance of the Establishment Plan is not a release from responsibility of the establishment and maintenance as required in the Contract Documents.

580-4.11 Installation Completion: Notify the Engineer no less than seven calendar days in advance of completion. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the Village, "Contractor Certification of Installation" that the landscaping has been installed and is being maintained in accordance with the Contract Documents.

580-5 Establishment.

580-5. 1 Establishment Period: The establishment period will begin upon acceptance by the Engineer of the Establishment Plan and the installation of all landscaping.

During the establishment period, at a minimum:

1. Maintain plant material quality, to sustain all structural and healthy characteristics per Contract Documents.
2. Maintain the soil moisture adjacent to root ball at field capacity. Field capacity will be determined from a 4-inch deep excavation where the soil must hold together and form a hand clump.
3. Maintain a 3-inch mulch cover.
4. Remove undesirable vegetation and Florida Exotic Plant Pest Council Category One invasive plant species. This includes from walls and within fences.
5. Prune to remove crossing, deflecting and circling roots, crossing, dead, damaged and co-dominant branching. An ISA certified arborist is to direct pruning operations. Follow ANSI A300 Part 1 and the Contract Documents.
6. Maintain plant beds as depicted in the Contract Documents.
7. Remove litter and debris.
8. Operate and maintain the irrigation system when installed as part of the Contract.
9. Remove staking and guying from established plants.
10. Continue mowing and litter pick up of the turf areas as shown in the Contract Documents

580-5.2 Inspection and Reporting Requirements: During the establishment period, the Village's Registered Landscape Architect will provide periodic inspections as needed. These inspections will be coordinated with the Contractor.

580-6 Remedial Work.

Perform all necessary remedial work at no cost to the Village. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement size must match the size of the adjacent grown-in plant material of the same species and that may be larger than the initially installed size.

The establishment period for replacement plant material will be the remaining establishment period or 90 days after the date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this Section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

580-7 Failure to Perform.

Upon receipt of the monthly inspection form, the quarterly inspection report, or after inspection by the Engineer, a daily deduction of 0.0333% of the Contract amount will be assessed and forfeited if full compliance with 580-5 is not achieved. The daily deduction will continue until full compliance is achieved to the Engineer's satisfaction.

580-8 Method of Measurement.

The quantities to be paid will be the items shown in the Contract Documents for landscape installation and establishment.

580-9 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section. Eighty-eight percent of the total contract amount will be paid during the installation period for work completed and accepted. Up to twelve percent of the total contract amount will be paid in accordance with 580-7 during the establishment period.

580-9.1 Payment during the Installation Period: Within 21 calendar days after contract award or at the pre-construction meeting, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. The schedule of values will be the basis for determining monthly payments.

Prepare a monthly progress invoice for work completed during the installation period and submit the progress invoice to the Engineer. The Engineer will pay for any item of work only when the progress invoice is approved. The invoice must consist of the following:

1. Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

2. The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously forfeited.

3. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

580-9.2 Payment during the Establishment Period: Upon acceptance of the Landscape Monthly Inspection Form from the Contractor as described in 580-5 and approval of the Engineer, payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-7.

590
IRRIGATION

590-1 Description.

The work specified in this Technical Special Provision consists of the furnishing and installation of an Irrigation System and related equipment with accessories necessary to function safely, properly and in accordance with the design set of plans. All costs associated with this Technical Special Provision shall be included in the lump sum price.

590-2 Quality Assurance.

It is the intention of this specification to accomplish the work of installing an automatic irrigation system, which will operate in an efficient and satisfactory manner. The irrigation system shall be installed and made operational according to the workmanlike standards established for landscape installation and sprinkler irrigation operation as set forth by the most recent Best Management Practices (BMP) of the Irrigation Association.

Irrigation piping and related equipment are drawn diagrammatically. Although sizes and locations of plants and or irrigation equipment are drawn to scale wherever possible, it is not within the scope of the drawings to show all necessary offsets, obstructions, or site conditions. The Contractor shall be responsible to install the work in such a manner that it will be in conformance to site conditions, complete, and in good working order.

The specification can only indicate the intent of the work to be performed rather than a detailed description of the performance of the work. It shall be the responsibility of the Contractor to install said materials and equipment in such a manner that they shall operate efficiently and evenly and support optimum plant growth and health.

590-3 Submittals.

Submit a complete list of all irrigation equipment to be used, manufacturer's brochures, maintenance manuals, warrantees and operating instructions, within 15 days after the notice to proceed. This submission may be done digitally and all documents shall be submitted in one PDF document. The submittals shall be packaged and presented in an organized manner. Provide a table of contents of all submitted items. Submit product information for irrigation equipment including:

1. Dripline and Fittings
2. Drip Zone Valve Kit
3. Flush Valve
4. Air Relief Valve
5. Drip Emitters
6. Lateral Line Piping and Fittings
7. Main Line Piping and Fittings
8. Communication Cable

Clearly identify on each submitted sheet by underlining or highlighting (on each copy) the specific product being submitted for approval. Failure to clearly identify the specific product being submitted will result in a rejection for the entire submittal. No substitutions of material or procedures shall be made concerning these documents without the written consent of an accepted

equivalent.

Equipment or materials installed or furnished without prior approval may be rejected by the Engineer and the Contractor shall be required to remove such materials from the site at their own expense.

590-4 Delivery, Storage, and Handling.

All materials and equipment shall be stored properly and protected as required by the Contractor. The Contractor shall be entirely responsible for damages or loss by weather or other cause to work under the contract. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the work. Store in accordance with the manufacturers' recommendations.

590-5 As Built Record Set of Drawings.

Immediately upon the installation of any buried pipe or equipment, the Contractor shall indicate on the progress record drawings the locations of said pipe or equipment. The progress record drawings shall be made available at any time for review by the Engineer.

Before final acceptance of work, the Contractor shall provide an as built record set of drawings showing the irrigation system work as built. The drawings shall be transmitted to the Owner's Representative in paper format and as a pdf file of each document on compact disk or flash drive. The drawings shall include all information shown on the original contract document and revised to reflect all changes in the work. The drawings shall include the following additional information

1. All valves shall be numbered by station and corresponding numbers shall be shown on the as built record set of drawings.

2. All main line pipe or irrigation equipment including sleeves, valves, controllers, irrigation wire runs which deviate from the mainline location, backflow preventers, remote control valves, grounding rods, shut-off valves, rain sensors, wire splice locations, and quick coupling valves shall be located by two (2) measured dimensions, to the nearest one-half foot. Dimensions shall be given from permanent objects such as buildings, sidewalks, curbs, walls, structures and driveways. All changes in direction and depth of main line pipe shall be noted exactly as installed. Dimensions for pipes shall be shown at no greater than a 50 ft. maximum interval.

3. As built record set of drawings shall be signed and dated by the Contractor attesting to and certifying the accuracy of the as built record set of drawings. As built record set of drawings shall have "As Built Record Set of Drawings", company name, address, phone number and the name of the person who created the drawing and the contact name (if different).

590-6 Products.

590-6.1 Reclaimed Water Designation: Where irrigation systems use reclaimed water, all products including valve boxes, lateral and main line pipe, etc. where applicable and/or required by local code shall have the reclaimed water purple color designation.

590-6.2 Piping Material: Individual types of pipe and fittings supplied are to be of compatible manufacturer unless otherwise approved. Pipe sizes shown are nominal inside diameter unless otherwise noted. All pipe shall be free of blisters, internal striations, cracks, or any other defects or imperfections. The pipe shall be continuously and permanently marked with the following information: manufacturer's name or trade mark, size, class and type of pipe pressure rating, quality control identifications, date of extrusion, and National Sanitation Foundation (NSF) rating.

Pressure main line for piping upstream of remote control valves and quick coupling valves:

1. Pipe smaller than 2-inch diameter shall be plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride (PVC) 1220, Type 1, Grade 2 conforming to ASTM D 1785, designated as Schedule 40.

2. Pipe 2 - 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 315.

3. Pipe larger than 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 200 PVC.

Non-pressure lateral line for piping downstream of remote control valves: plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride PVC 1220 (type 1, grade 2) conforming to ASTM d 1785, designated as Class 200, 3/4″ minimum size.

590-6.3 Fittings and Connections: Polyvinyl chloride pipe fittings and connections: Type II, Grade 1, Schedule 40, high impact molded fittings, manufactured from virgin compounds as specified for piping tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and National Sanitation Foundation (NSF) seal of approval. PVC fittings shall conform to ASTM D2464 and D2466.

590-6.4 Solvent Cements and Thread Lubricant: Solvent cements shall comply with ASTM D2564. Socket joints shall be made per recommended procedures for joining PVC plastic pipe and fittings with PVC solvent cement and primer by the pipe and fitting manufacturer and procedures outlined in the appendix of ASTM D2564. Thread lubricant shall be Teflon ribbon-type, or approved equal, suitable for threaded installations as per manufacturer's recommendations.

590-6.5 Control Wires: The electrical control wire shall be direct burial type UF, no. 14 AWG, solid, single conductor, copper wire UL approved or larger, if required to operate system as designed. For 2-Wire controllers all irrigation wire for the controller, flow sensor, master valve, hydrometer, remote control valves and moisture sensors shall be per the controller manufacturer's specifications and recommendations.

Color code wires to each valve. Common wire shall be white. If multiple controllers are being utilized, and wire paths of different controllers cross each other, both common and control wires from each controller to be of different colors.

Control wire splices: Splices are when required shall be placed in splice boxes. Use waterproof direct burial wire connectors DBC-Y or equal for connection of solenoid wires to the Decoders. Wire connections shall be per the controller manufacturer's specifications and recommendations.

590-6.6 Remote Control Valves: As shown per plan. Remote control valves shall be electrically operated, single seat, normally closed configuration, equipped with flow control adjustment and capability for manual operation. Valves shall be actuated by a normally closed low wattage solenoid using 24 volts, 50/60 cycle solenoid power requirement. Solenoid shall be epoxy encased and have a captured plunger with a removable retainer for easy servicing and a leverage handle for easy turning. The valve pressure rating shall not be less than 150 psi. The valve body and bonnet shall be constructed of heavy-duty glass-filled UV resistant nylon and have stainless steel studs and flange nuts; diaphragm shall be of nylon reinforced nitrile rubber. The valve shall have an external manual open/close control (external bleed) to manually open and close the valve without electrically energizing the solenoid. The valve shall have a flow control stem for accurate manual regulation and/or shutoff of outlet flow. Provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

Remote control valves shall be wired to controller in same numerical sequence as indicated on drawings. Remote control valves shall be as indicated on the drawings.

590-6.7 Valve Boxes: Valve boxes to be polymer composite flush solid lid and flared wall valve box meeting the requirements of ANSI/SCTE-77 Tier 8, WUC 3.6, and ASTM C857 A-8. Lid to include standard stainless-steel fasteners, and have >0.6 Coefficient of Friction per ASTM 1028.

590-6.8 Dripline: As shown per plan. Dripline shall be pressure compensating with 0.9 GPH emitters at 12" on center laterals spaced 12" apart with emitters offset for triangular spacing.

590-7 Execution.

590-7.1 Installation of Piping: Install plastic pipe in a manner to provide for expansion and contraction as recommended by Manufacturer. Unless otherwise indicated on drawings, mainlines and laterals may be installed below ground as per the Trenching Detail. Polyethylene hose may be installed above ground. Above ground polyethylene hose shall be staked with sod staples spaced a maximum of four (4') feet apart. Drawings show arrangement of piping. Should local conditions necessitate rearrangement, obtain approval of the Department before proceeding with work. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result.

Make solvent weld joints in the following manner - Clean mating pipe and fitting with clean, dry cloth and apply one coat of P-70 primer to each. Apply uniform coat of 711 solvent to

outside of pipe. Apply solvent to filling in similar manner. Re-apply a light coat of solvent to pipe and quickly insert into filling. Give pipe or filling a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of filling socket. Hold in position for 15 seconds minimum or long enough to secure joint. Wipe off solvent appearing on outer shoulder of filling. Do not use an excessive amount of solvent thereby causing an obstruction to form on inside of pipe. Allow joints to set at least 24 hours before applying pressure to PVC pipe. Tape threaded connections with Teflon tape.

590-7.2 Trenching and Backfilling: Over-excavate trenches two (2") inches and bring back to indicated depth by filling with fine rock-free, soil or sand. Cover pipe both top and sides with two (2") inches of material specified in paragraph above. In no case shall there be less than two (2") inches of rock-free soil or sand surrounding buried pipe. Do not cover pressure main, sprinkler pipe, or fittings until the Department has inspected and approved system. During construction and the establishment period, fill and repair depressions and replace plantings and/or grassing due to settlement of irrigation trenches.

590-7.3 Thrust Blocks: All main line pipes shall have thrust blocks installed at tees, bends, or end of pipelines. Care should be taken to keep all concrete off of the fittings and from joints of pipe. Control, power and live wires must be kept free of concrete and placed outside of thrust.

590-7.4 Installation of Control Valves and Controller(s): Install controller and valves in accordance with Manufacturer's recommendations. Install valves in valve boxes. Locate valve box tops at finish grade. Valve boxes shall have snap top lids. Install remote control valves in valve boxes positioned so all parts of the valve can be reached for service. Set cover of valve box at finish grade.

590-7.5 Installation of Dripline: Prior to installation of poly tubing and dripline, open control valves and use full head of water to flush out system lateral piping.

590-7.6 Installation of Decoder System Grounding: Controller: Earth grounding shall be connected via a factory supplied copper ground lug inside the controller, for connection to earth ground hardware via 6 AWG copper wire ground wire shall be extended underground, at right angles to any communications wiring, to approved direct burial earth grounding hardware at least 6 ft. from the controller location. Earth ground shall have an impedance of 10 Ohms or less. Grounding hardware shall consist of 5/8" x 10'length copper clad steel ground rod, 4" width x 36" length x 0.0625" thick copper plate and ground-enhancement material if required to meet the 10 Ohms or less resistance requirement.

Decoders: Surge suppression devices designed for use with the decoder system shall be installed at a minimum of every 1000 feet along the two-wire path or every 12 decoder modules, whichever is first. A surge suppression module must be installed at the end of each two-wire path. All surge suppression device installations shall be made in appropriately sized valve boxes. At each decoder splice, approximately 5 feet of wire slack shall be provided, looped inside each valve box, to prevent strain on the connection over time.

Earth ground hardware shall not be located in the same valve box as the surge suppression devices. Ground connections from decoder ground lead to grounding hardware shall be made by joining the 12 AWG decoder ground wire with a 10 AWG solid copper lead utilizing a copper alloy split bolt connector. Ground hardware shall be routed at right angles to the two-wire path, a minimum of 8 feet away from the two-wire path, and connected to a 5/8" x 10' length copper-clad steel ground rod or copper plate of 4" width x 36" length x 0.0625" thick. Nominal resistance of this earth ground connection shall be approximately 10 Ohms or less. Ground-enhancement materials may be required to achieve this.

590-7.7 System Operation: Maintain the irrigation system in safe and operational condition during construction and throughout the establishment period. Monitor and adjust system to supply proper coverage to areas intended to receive water.

590-8 Field Quality Control.

590-8.1 Pressure Testing: All pressure lines shall be tested prior to backfilling joint areas. Test pressure lines at minimum sustained pressure of 100 psi for 4 hours. Maximum loss shall be 0.8 gallons/inch pipe diameter/1000 feet. Testing shall be witnessed by the Engineer. Notify the Engineer a minimum of 48 hours prior to test. Do not backfill lines until approved by the Engineer.

590-8.2 Operational Testing: Upon completion of the entire system, test each zone to visually check for uniform distribution. Distribution shall be checked within any one area and over the entire zone. Test the entire system to demonstrate the complete and successful operation of all equipment. Testing shall be witnessed by the Engineer. Notify the Engineer a minimum of 48 hours prior to test.

590-9 Adjustment and Cleaning.

Adjust watering time of valves to provide proper amounts of water to all plants.

590-10 Method of Measurement.

The Contract unit price per assembly for Irrigation System, furnished and installed, will include all equipment specified in the Contract Documents, and all labor, equipment, water and electrical service charges and usage fees, and miscellaneous materials necessary for a complete and acceptable installation/removal.

590-11 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section. Eighty-eight percent of the total contract amount will be paid during the installation period for work completed and accepted. Up to twelve percent of the total contract amount will be paid during the establishment period.

590-11.1 Payment during the Installation Period: Within 21 calendar days after contract award or at the pre-construction meeting, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. The schedule of values will be the basis for determining monthly payments.

Monthly, prepare a progress invoice for work completed during the installation period and submit the progress invoice to the Engineer. The Engineer will pay for any item of work only when each form is submitted in accordance with 580-4, and the progress invoice is approved. The invoice must consist of the following:

1. Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

2. The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously forfeited.

3. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

590-11.2 Payment during the Establishment Period: Upon acceptance of the monthly Landscape Inspection Report from the Contractor as described in 580-5 and approval of the Engineer, payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-7.

590-11.3 Payment: Payment will be made under:

999- 2	Lump Sum Contract, lump sum.

GENERAL PROVISIONS
VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

GP-01 INTENT

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Technical Specifications & Conditions or shown on the Plans attached herewith. The Village reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Village Council of the Village of Estero, Florida, Director of the applicable Village Department or their duly authorized representative, acting on behalf of the Village will similarly be referred to as Village. For the purposes of the Contract, the word "Project" shall mean the construction limits of Williams Road and Via Coconut Point Roundabout Landscaping.

2. The Contract Documents consist of the Invitation to Bid and all Addenda, any Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permits, Maintenance of Traffic Policy (M.O.T.), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The Village and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Where required, written notice shall be deemed to have been duly served when delivered to the other party if delivered by hand; three (3) calendar days after the date of posting if sent by regular U.S. mail; upon receipt by the sender of an acknowledgement or transmission report if delivered by facsimile; or upon receipt by the sender of an automated message confirming delivery, or thirty (30) minutes after the time sent unless the sender receives and automated message that the email has not been sent, if delivered by email.

5. The term Subcontractor, as employed herein, includes only those having a direct relationship with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Technical Specifications & Conditions of this work, but does not include one who merely furnishes materials not so worked.

6. The term "work" as it pertains to the Contract shall include all supplies, materials and transportation, as well as all equipment and labor necessary to complete each pay item as described in the Technical Specifications & Conditions of this Contract.

7. All time limits stated in the Contract Documents are of essence.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the Village.

D. Maintenance of Traffic: The Contractor shall not work within the Village's Rights-of-Way or on any Village property accessible to the public without a Village-approved Maintenance of Traffic (MOT) plan. The Contractor shall submit and obtain Village approval of an MOT plan that meets all the requirements of the APPLICABLE Maintenance of Traffic Policy, a copy of which is attached, at least seven (7) calendar days before the commencement of any such activities.

E. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the Village of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, whichever comes first, other than:

1. Saturday;
2. Sunday;
3. Any day designated as a holiday by the Village; or
4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

All work for this Project shall be performed during normal business hours. A working day shall be considered to be a maximum of ten (10) hours in duration. Any time the Contractor desires to work in excess of ten (10) hours per day, on weekends or on Village-designated holidays, the Contractor shall submit a written request to the Village at least three (3) working days in advance. The contractor may not work in excess of ten (10) hours per day, on weekends or Village-designated holidays unless such request has been approved in advance in writing by the Village. By making such a request, the Contractor agrees that the cost for inspection(s) for work performed during the weekend, holiday or in excess of ten (10) hours in any given day will be paid by the Contractor at the prevailing wage rate plus overhead. The exception would be for any work required by the Contractor to protect the public caused by actions not under the control of the Contractor and requested by the Village. No extension of contract time will be granted for any weekend or Village-designated holiday.

F. Bond Requirements: Pursuant to F.S. 255.05, a Public Payment and a Performance Bond is to be issued in an amount equal to the total amount of the Contract by a surety approved by the Village. The Public Payment and the Public Performance shall be issued and recorded with the Lee County Clerk of Court not later than seven (7) days after the notice of award by the Village. An irrevocable letter of credit may be accepted by the Village in lieu of the bond requirements.

GP-02 PROSECUTION, PROGRESS AND PAYMENT

A. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of the Village.

B. Pre-construction Conference: After the Contract has been awarded, the Village will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the Village, the Contractor, and the various utility companies which will be affected by the construction.

Project Schedule: Submission of Working Schedule/Order of Completion – At the Pre-Construction Conference, the Contractor shall submit a complete Critical Path Method (CPM) Schedule showing the Project through completion. This shall include the sequencing of all work items showing:

- Work Task (each phase if phased);
- Coordination with Utilities;
- Utility Adjustments;
- Required Village submissions;
- Obtaining Permits; and
- Compliance with Permit Requirements.

Each of the above items must include:

- Duration;
- Early start;
- Late start;
- Float time;
- Predecessors & Successors; and
- Highlighted Critical Path for the entire Project from start to finish.

An updated CPM Schedule acceptable to the Village must be submitted seven (7) calendar days before each monthly pay request. The updated CPM Schedule must show actual construction progress, actual start/completion dates for work items, any changes necessary to show completion of the Project within the contract time limits, current start/completion dates for work items not yet completed, and a highlighted critical path for the completion of the remainder of the Project. The updated CPM Schedule must be accepted by the Village before the monthly pay request will be approved.

C. Liquidated Damages. Village and Contractor recognize that, since time is of the essence for this Project, the Village will suffer financial loss if the work is not substantially completed within the time specified in the Contract Documents, as said time may be adjusted as provided for herein. Should Contractor fail to achieve completion of the work within the time periods prescribed, Village shall be entitled to assess, as liquidated damages, but not as a penalty, an amount as determined by the below table for each calendar day thereafter until completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a

fair and reasonable estimate of Village's actual damages at the time of contracting if Contractor fails to substantially complete the work in a timely manner. Notwithstanding anything to the contrary contained herein, "Completion" shall be defined as a level of completion in compliance with the Contract Documents as certified in writing by Village's Manager and recommended by the engineer such that the Village has use of the Project and can operate the Project in all respects for its intended purpose. Any such liquidated damages may, at the option of the Owner, be withheld and deducted from any unpaid portion of the Contract Sum.

Applicable Liquidated damages are the amounts established in the following schedule:

CONTRACT AMOUNT			DAILY CHARGE PER CALENDAR DAY
$50,000 and under			$956
Over $50,000	But less than	$ 250,000	$964
$250,000	But less than	$500,000	$1241
$500,000	But less than	$2,500,000	$1665
$2,500,000	But less than	$5,000,000	$2712
$5,000,000	But less than	$10,000,000	$3447
$10,000,000	But less than	$15,000,000	$4866
$15,000,000	But less than	$20,000,000	$5818
$20,000,000	And over		$9198 plus 0.00005 of any amount over $20 million

D. Progress Payments. Contractor shall submit two (2) copies of its monthly Application for Payment to the Project Manager. Within fifteen (15) calendar days after receipt of each Application for Payment, the Village Manager shall either: (1) indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with the Local Government Prompt Payment Act, Section 218.70, F.S., and the administrative procedures as established by the Village.

Village will retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Village Manager for payment, whichever is less. The Village will promptly make payment to Contractor, unless the Village has grounds for withholding the payment of retainage and such sum shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Village. The Village Manager shall have the discretion to establish, in writing, a schedule to periodically reduce the percentage of cumulative retainage held throughout the course of the project schedule. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

Each Application for Payment shall be accompanied by a Release and Affidavit, in the form approved by the Village clearly showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The

Village shall not be required to make payment until and unless these affidavits are furnished by Contractor.

Each Application for Payment shall include back-up documentation related to the purchase of plant material in the form of verification of payment to the nursery (vendor) and documentation of the order with shipment date shown.

E. Provisions for Convenience of Public: The Contractor will schedule his operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the Village may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would present a more serious handicap, before beginning construction in the less affected areas.

GP-03 CONTROL OF THE WORK AND MATERIALS

A. Plans and Contract Documents: The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications & Conditions, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications & Conditions, General and Special Provisions available to the Village or its representatives.

B. Detail Drawings and Instructions: The Village may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence: These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing order of the documents will be as follows:

1. Permits from Agencies as required by law;
2. Change Orders;
3. Contract Documents including Addenda but excluding Construction Plans;
4. Construction Plans;
   a. Dimensions given in figures govern over scaled dimensions;
   b. Detail drawings govern over general drawings;
   c. Addenda or Change Order drawings govern over Contract drawings.

D. Conformity of Work with Plans: All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications & Conditions or Special Provisions.

E. Authority of the Village: All work must be done under the supervision of the Village and performed to its satisfaction. It is agreed by the parties hereto that the Village will decide all

questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. Village's Status: The Village will examine and inspect the work to assure compliance with the requirements of these Contract Documents. The Village will determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications & Conditions. In instances where the Contractor is not in compliance with the requirements of the Contract or when the quality and materials are not acceptable to the Village, then the Village has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract;
2. to reject all work which does not conform to the Contract or when materials of shop drawings have not been approved prior to placement;
3. to resolve questions which arise in the execution of the work; and
4. to stop work whenever such stoppage may be necessary to insure the safety of personnel or the public.

No additional time or compensation will be added to the Contract when stopping work for the above listed reasons

The Village and its representatives must at all times have access to the work wherever it is in preparation or progress and the Contractor must provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the Village's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor must give the Village timely notice of its readiness for inspection and, if the inspection is by an authority other than the Village, the date fixed for such inspection. Inspections by the Village shall be promptly made and, where practicable, at the source of supply.

The Village's representatives will be authorized to inspect all work done and all materials furnished. They are authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the Village. The presence of the Village representatives will in no way lessen the responsibility of the Contractor.

If any work should be buried or otherwise covered up without approval or consent of the Village, it must, if required by the Village, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work: The Village has the right to suspend all or any portion of the work upon giving the Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall

be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event will the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

H. The Village's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the Village, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I.Village's Decision: The Village shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees: The Contractor will supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

Unless otherwise identified in the Contract Documents, the Contractor will be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor must at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone unskilled in the work assigned to them. The Contractor will be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor will keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who will not be replaced without written notice and approval from the Village. The Superintendent will be the Contractor's representative on the job and must have authority to act on behalf of the Contractor. The Superintendent or their qualified designee must be present at the job site and direct the work of sub-contractors, as well as employees of the Contractor. The Superintendent will be equipped with a communication device enabling them to contact suppliers, sub-contractors or their office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the Village or its representatives.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Daily Reports: Unless waived in writing by the Village, the Contractor shall complete and submit to the Village on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Village. The daily log shall document all activities of the Contractor at the Project site including, but not limited to, the following:

- Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the work;
- Soil, rock, subsurface or other conditions which adversely affect the work;
- The hours of operation by Contractor's and any subcontractor's personnel;
- The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontractor and trade;
- All equipment and vehicles present at the Project site, description of equipment and vehicle use and designation of time the equipment and vehicles were used (specifically indicating any down time);
- Description of work being performed at the Project site;
- Any unusual or special occurrences at the Project site;
- Materials received at the Project site;
- A list of all visitors to the Project site; and
- Any problems that might impact either the cost or quality of the work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by the Contractor to the Village pursuant to other sections of the Contract Documents.

L. Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination and prior to submitting a bid, satisfied itself as to the nature and location of the work; the conformation of the ground and subsurface; the character, quality, and quantity of the materials to be encountered; the character and quantity of equipment, vehicles and facilities needed prior to and during prosecution of the work; the general and local conditions including environmental and climatic conditions; and other matters which can affect the work under the Contract, and that the same are in conformance with the Bid documents. If an underground facility or differing site condition is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the Village. The Village will review the underground facility or differing condition to determine the extent to which the Documents should be modified. With Village approval, the Contract Documents will be amended or supplemented to the extent necessary and the Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable. During such review, the Contractor shall be responsible for the safety and protection of such underground facility. Any work done after such discovery without specific authorization by the Village will be done at the Contractor's risk. Failure of the Contractor to fully examine and acquaint itself with any and all applicable conditions shall not relieve the Contractor from any of its responsibilities to perform under the Contract documents. Failure to report differing site conditions to the Village prior to beginning work, or undertaking additional activities without proper authorization of the Village, shall not be considered the basis for any claim for additional time or compensation due to differing or unexpected site conditions or errors in the bid documents. No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

M. Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the Village in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Village, he shall bear all costs arising therefrom.

N. Protection of Work and Property: The Contractor shall continuously maintain protection of all his work from damage and shall protect the Village's property from injury or loss arising in connection with the Contract. Contractor shall make good on any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Village. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Village, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractors shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the Village.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the Village.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the Village has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or retainage shall not be paid until such documentation is received by the Village.

O. Changes in the Work: The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sums due being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the Village shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Village. No claim for an addition to the Contract sum previously due shall be valid unless ordered and under no circumstances shall the Village be liable to the Contractor for

any increased compensation without such written order. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon; or
3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (3), Contractor shall keep amendment in such form as the Village may direct, a correct account of the net cost of labor and materials, together with vouchers. The Village shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services, the Contractor shall notify the Village by written notice that a change order is requested within five (5) calendar days of any occurrence.

P. Deductions for Uncorrected Work: If the Village deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

Q. Contract Time Extensions: Should Contractor be obstructed or delayed in the prosecution of or completion of the work, whether to a controlling item of work identified in the most current approved CPM Schedule or otherwise, as a result of unforeseeable causes beyond the control of the Contractor and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine, regulations, strikes or lockouts, acts or failures to act of any public or private utility, or any other cause, then the time for completion shall be extended for such reasonable time as the Village may decide. Contractor shall notify the Village in writing within seven (7) calendar days after the commencement of such delay, stating the date the delay began, the cause or causes thereof and the controlling item of work affected by the delay, if applicable. If the Contractor does not notify the Village in writing within seven (7) calendar days, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract time for that delay.

The existence of an updated accepted CPM Schedule, as required, is a condition precedent to the Contractor having any right to an extension of Contract time arising out of any delay to a Critical Path item. If the Contractor has not submitted or updated the CPM Schedule as required for the period of delay, or if the current accepted Schedule does not accurately reflect the actual status of the Project or fails to accurately show the true controlling or noncontrolling work activities for the period of delay, then entitlement to, or the length of any time extension will be determined solely by the Village, which determination shall be final.

No Damages for Delay - No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which the Village may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the Village. The

Contractor expressly acknowledges and agrees that it shall receive no damages for delay. The Contractor's sole remedy, if any, against the Village will be the right to seek an extension to the Contract time. This paragraph shall expressly apply to claims for early completion as well as to claims based on late completion.

R. Correction of Work Before Final Payment: All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the Village who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet Village approval, they shall be forthwith reconstructed, made good, replaced, or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Village, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the defective or unsuitable work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Village shall be equitable.

S. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Village fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the Village, then the Contractor may, upon seven (7) calendar days written notice to the Village, stop work or terminate the Contract.

T. Removal of Equipment: In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the Village, shall within five (5) business days remove any part or all of its equipment and supplies from property of the Village or site of work, failing which the Village has the right to remove such equipment and supplies at the Contractor's expense.

U. Use of Completed Portions: The Village has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the Village may determine and the Village approves.

V. Payments Withheld: The Village may withhold payment to the Contractor on account of:

1. Defective work not remedied;
2. Failure of the Contractor to make payment properly to Subcontractor or for material or labor;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
4. Damage to another contractor; or
5. Failure to submit an approved updated CMP Schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

W. Claims and Disputes: A "Claim" is a demand or assertion by the Contractor seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief arising out of or relating to the Contract documents, except damages for delays, for which there is no right to claim damages.

The Contractor is fully responsible to substantiate Claims. A decision shall be required as a condition precedent to any exercise by the Contractor of any rights or remedies under the Contract Documents or by laws and regulations in respect of such Claims. The procedure for making a Claim is as follows:

1. Notice of Claim. Claims must be initiated by written notice to the Village Manager not later than seven (7) days after the first occurrence of the event giving rise to such Claim. Claims not timely submitted shall be deemed waived.
2. Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the contract in accordance with the Contract Documents. A Change Order will be timely issued in accordance with the decisions of the Claim.
3. Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contact sum due, written notice as provided herein shall be given before proceeding to execute the work. Prior notice is not required for Claims relating to an emergency endangering life or property. It is the Contractor's responsibility to present all data and information in support of a Claim. Unsupported claims may not be considered.
4. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract timelines, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Unsupported claims will not be considered.
5. Decision. Claims shall be referred to the Village and shall be reviewed and considered by the Village upon consultation with the project architect and/or engineer as may be reasonably necessary to make a decision. The Village will review timely filed and properly documented Claims within twenty (20) days of the receipt of a Claim and take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the Village is unable to resolve the Claim if sufficient information to evaluate the merits of the Claim is not available.

In evaluating Claims, the Village may, but shall not be obligated to, consult with or seek information from other parties and may make the decision based solely on the information provided by the Contractor in the support of the Claim. If a request to furnish additional

supporting data is made, a response is due within three (3) business days after receipt of such request. Upon receipt of the response or supporting data, if any, the Village will either reject or approve the Claim in whole or in part.

X. Assignment: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Village.

Y. Rights of Various Interests: Before work being done by the Village's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the Village before such commencement, to secure the completion of the various portions of the work in general harmony.

Z. Separate Contracts: The Village reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of the work, and shall properly connect and coordinate its work with theirs. If any part of the Contractor's depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Village any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to defects which may develop on the other Contractor's work after the execution of its work.

AA. Subcontractors: The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the Village for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as Contractor is for the acts and omissions of persons directly employed by it. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Village. Substitutions must be submitted in writing and shall be subject to approval by the Village.

To insure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the Village any discrepancy between the executed work and the drawings.

BB. Horizontal and Vertical Control: Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any and all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

CC. Lands for Work: The Village shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

DD. Cleaning Up: The Contractor shall, at such times as may be required by the Village, remove from the Village's property and from all public and private property, at its own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from its operations. All damaged areas will be restored by the Contractor to their original condition and approved by the Village. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

EE. Guarantee: The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of final acceptance of the work by the Village or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the Village and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified. The Contractor shall repair or replace defective work or materials no later than (30) days from the Contractor's receipt of written notice from the Village.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract Documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion or written acceptance by the Village, whichever is later.

FF. Utilities:

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be solely and fully responsible for getting all utility locates, sequencing his work to minimize conflicts with all utilities, coordinating with utilities as necessary regarding location, relocation or removal, and making necessary field adjustments, approved by Village engineer(s) to accommodate utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project, and to include sufficient time for the location, relocation or removal of utilities and underground utilities within the proposed Project timeline. The Contractor expressly acknowledges and agrees that it shall receive no damages for any delays associated with the location, relocation or removal of utilities or underground utilities. The Contractor's sole remedy, if any, against the Village will be the right to seek an extension to the Contract time.

2. Cooperation with Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other

underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

GG. Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the Village accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Village.

If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the Village, giving full details of the claim.

HH. Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the Village, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the Village shall not relieve the Contractor of full responsibility for the safety of the work.

II. Measurement of Quantities: Where applicable, the quantities of materials and work performed will be computed by the Village on the basis of measurements taken by the Village or its agents, and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the Village according to the United States Standard Measurements and Weights.

The Village does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the Village prior to any work.

JJ. Reference to Other Specifications: Where reference is made to Technical Specifications & Conditions such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

KK. Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

LL. Quality of Equipment and Materials: To establish standards of quality, the Village may, in the specifications, refer to products by name or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the Village may require.

2. The Contractor shall abide by the Village's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The Village will approve or disapprove proposed substitutions in writing within a reasonable time.

MM. Codes and Laws: The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

NN. Traffic Control: The Contractor shall comply with the "Manual on Uniform Traffic Control Devices", the APPLICABLE MOT Policy and maintain safe conditions at all times.

OO. Explorations and Reports: If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at its expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, Contractor shall not be entitled to any extra compensation due to conditions encountered.

PP. Existing Structures: Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site have been utilized by the Consultant or the Village in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

QQ. All agency permits attached are made a part of this Contract and shall be the Contractor's responsibility for all permit conditions.

RR. Indemnification: Subject to the provisions and monetary limitations of Sections 725.06 and 768.28, Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Village and Contractor do hereby agree to indemnify and hold harmless the other, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the said in the performance of the construction contract.

End of General Provisions Section

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2021-03

Project Name: Via Coconut Point & Williams Road Roundabout Landscape & Irrigation

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name: Albert O'Donnell, Pres.

Company Name: O'Donnell Landscapes, Inc.

Date: October 20, 2021

Bid No.: RFB 2021-03

NAMES & ADDRESSES OF OWNERS

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

Albert O'Donnell 22181 Kings Road, Estero, FL 33928

Patricia O'Donnell 22181 Kings Road, Estero, FL 33928

Bid No.: RFB 2021-03

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFB 2021-03 PROJECT NAME: Via Coconut Point & Williams Road

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

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

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

Company Name: O'Donnell Landscapes, Inc.

Signature Title Pres 10-20-21
Date

STATE OF FL
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 20th day of October 2021, by Albert O'Donnell, Pres. who has produced
(Print or Type Name)
Personally known as identification.
(Type of Identification and Number)

Notary Public Signature

Notary Public State of Florida
Sarah Christensen
My Commission HH 072956
Expires 01/17/2025

Sarah Christensen
Printed Name of Notary Public

HH072956 / 01/17/2025
Notary Commission Number/Expiration

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

VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

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

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

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

$1,000,000 combined single limit (CSL)
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

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

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

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

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:

   a. The certificate holder shall read as follows:
      The Village of Estero, Florida
      9401 Corkscrew Palms Circle
      Estero, Florida 33928
   b. *"The Village of Estero, Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Client#: 12683 ODOLA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2021

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

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

PRODUCER	CONTACT NAME: Guadalupe Gonzalez
Acrisure dba Gulfshore Ins SWF 4100 Goodlette Road N Naples, FL 34103 239 261-3646	PHONE (A/C, No, Ext): 239 435-7135 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: ggonzalez@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : Travelers Property Casualty Company	25674
INSURER C : Builders Mutual Insurance Company	10844
INSURER D : Monroe Guaranty Ins Co.	32506
INSURER E :	
INSURER F :	

INSURED: O'Donnell Landscapes, Inc.
4291 Williams Road
Estero, FL 33928

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GL10004870003	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Oth Car	X	X	CA10002609103	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	CUP1S37588121NF	07/01/2021	07/01/2022	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCP10730381	07/01/2021	07/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

RE: Williams Road Round-a-bout - Landscape and Irrigation Installation
The Villages of Estero, Florida, its agents, employees, and public officials are included as Additional Insured with respect to General Liability only as required by contract on a primary non-contributory basis per form CGL084 1013 including ongoing and completed operations. Umbrella follows form. These statements are subject to policy terms and conditions; where required by written contract.

CERTIFICATE HOLDER

The Villages of Estero, Florida
9401 Corkscrew Palms Circle
#101
Estero, FL 33928

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brad A. Hansing

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POLICY: GL10004870003

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. **Extended "Property Damage"**

   Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Non-owned Watercraft**

   Exclusion 2.g. (2) (a) is replaced with the following:

   (a) Less than 51 feet long; and

3. **Property Damage Liability – Borrowed Equipment**

   The following is added to Exclusion 2.j. (4):

   Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is $25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. **Limited Electronic Data Liability**

   Exclusion 2.p. is replaced with the following:

   p. Electronic Data

      Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

   The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $10,000.

   We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

   The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. **Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. **Insuring Agreement**

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. **Exclusions**

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. **Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. Cost of Bail Bonds

Paragraph 1.b. is replaced with the following:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. Loss of Earnings

Paragraph 1.d. is replaced with the following:

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. Incidental Malpractice

Paragraph 2.a.(1)(d) is replaced with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

(i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

(ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. Broadened Who Is An Insured

The following are added to Paragraph 2.:

Subsidiaries

e. Your subsidiaries if:

(1) They are legally incorporated entities; and

(2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

Additional Insureds

f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

However, the insurance afforded to such additional insured(s):

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

(3) Will not be broader than that which is afforded to you under this policy;

(4) Is subject to the conditions described in paragraphs g. through k. below; and

(5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

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or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. **Paragraph 7. is replaced with the following:**

   7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. **Paragraph 8. is added as follows:**

   8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. **Paragraph 9. is added as follows:**

   9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. **Paragraph 10. is added as follows:**

   10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. **Paragraph 11. is added as follows:**

   11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

   For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. **Paragraph 12. is added as follows:**

   12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. **Paragraph 13. is added as follows:**

    13. The General Aggregate Limit applies separately to:

        a. Each of your projects away from premises owned by or rented to you; or

        b. Each "location" owned by or rented to you.

    "Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. **Paragraph 14. is added as follows:**

    14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

    If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

        a. Required by the contract or agreement; or

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b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. **Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager, if you are a limited liability company;

      (5) A person or organization having proper temporary custody of your property if you die;

      (6) The legal representative of you if you die; or

      (7) A person (other than an "employee") or an organization while acting as your real estate manager.

      To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. **The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

   The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner or insurance manager, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager or insurance manager, if you are a limited liability company;

      (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

      (6) A person or organization having proper temporary custody of your property if you die;

      (7) The legal representative of you if you die; or

      (8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. **The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

   e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

4. **Paragraph 6. is replaced with the following:**

   6. Representations

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By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;

b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and

c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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POLICY NUMBER: GL10004870003

COMMERCIAL GENERAL LIABILITY
CGL 084 (10 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

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3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or

3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

3. Will not be broader than that which is afforded to you under this policy; and

4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

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1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

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POLICY NUMBER: CA10002609103

COMMERCIAL AUTO
CAU 058 (05 19)

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

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COMMERCIAL AUTO
CAU 058 (05 19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

g. Any "employee" of yours using:

(1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

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h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Paragraph **5.** under section **B. Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a total maximum of $1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $75 per day, to a total maximum of $1,500.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

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d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

(2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Paragraph **3.** under section **B. Exclusions** is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown

b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated

We will pay up to a maximum of $1,000 for any one "loss".

D. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

(1) "Loss" caused by fire or lightning; and

(2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

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(3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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POLICY NUMBER: CA10002609103

COMMERCIAL AUTOMOBILE
CAU 082 (01 15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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LEE COUNTY
CERTIFICATE OF COMPETENCY
(239) 533-8895

NAME: ALBERT ODONNELL
D/B/A O DONNELL LANDSCAPES INC
LICENSED FOR: Irrigation Sprinkler Cntr

COMP. NO.: LS 000036
NOT VALID AFTER: 09/30/2022

Signature of License Holder

City of Cape Coral
Certificate of Competency

9276
IRRIGATION SPRINKLER (LAWN)
Date Issued:05/19/2020

O'DONNELL ALBERT
O'DONNELL LANDSCAPES INC
Expiration Date: 09/30/2022

Collier County * City of Marco * City of Naples *
City of Everglades * Contractor Licensing

LANDSCAPING UNLIMITED CONTR.

Cert Nbr:	Exp:	Issuance Nbr:
C16724	09/30/2022	16724
State Nbr:	State Exp:	

O'DONNELL LANDSCAPES, INC.
ALBERT O DONNELL
4291 WILLIAMS RD.
ESTERO, FL 33928
Signed:

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES DEPT.
CONTRACTOR LICENSING
CERTIFICATE OF COMPETENCY CARD

C.C. # LSS-09844
Name: ALBERT ODONNELL
Contractor Type: PC Irrigation
Business Name: ODONNELL LANDSCAPES INC

PASCO County Florida

HAVING MET THE COMPETENCY REQUIREMENTS FOR
THE LICENSE TERM EXPIRING 09/30/2022

Signature

CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY
NOT VALID AFTER 09/30/2023

Lic Type: L LANDSCAPE COM
DBA: O'DONNELL LANDSCAPES INC
Lic Nbr: AAA-10-00009
ALBERT O'DONNELL
4291 WILLIAMS RD
ESTERO FL 33928

CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY
NOT VALID AFTER 09/30/2023

Lic Type: L LAWN IRRIG
DBA: ODONNELL LANDSCAPES INC
Lic Nbr: AAA-10-00012
Albert O'Donnell
4291 WILLIAMS RD
ESTERO FL 33928

CONTRACTOR'S OPERATING CERTIFICATE
SARASOTA COUNTY
Registered Landscape Contractor
EXPIRES :9/30/22

LICENSE#
O'DONNELL, ALBERT
O'DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO FL 33928
USA

NAME,ADDRESS OR STATUS CHANGE MUST BE
SENT TO THIS OFFICE WITHIN 30 DAYS
MAIL TO: PLANNING AND DEVELOPMENT SERVICES
BUSINESS CENTER
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34240
(941) 861-5214

Signature:

CONTRACTOR'S OPERATING CERTIFICATE
SARASOTA COUNTY
Registered Irrigation Specialty Contractor
EXPIRES :9/30/22

LICENSE#
O'DONNELL, ALBERT
O'DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO FL 33928
USA

NAME,ADDRESS OR STATUS CHANGE MUST BE
SENT TO THIS OFFICE WITHIN 30 DAYS
MAIL TO: PLANNING AND DEVELOPMENT SERVICES
BUSINESS CENTER
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34240
(941) 861-5214

Signature:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
O'DONNELL LANDSCAPES, INC.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4291 WILLIAMS ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
ESTERO, FL 33928

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
6	5	–	0	3	0	1	1	5	9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Patricia O'Donnell Lacy Date ▶ 10/19/2021

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X

Form **W-9** (Rev. 12-2014)

Bid No.: RFB 2021-03

PUBLIC ENTITY CRIME FORM

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

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

by Albert O'Donnell, Pres. President
(*Print individual's name and title*)

for O'Donnell Landscapes, Inc.
(*Print name of entity submitting sworn statement*)

whose business address is 4291 Williams Road, Estero, FL 33928

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0301159

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

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

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

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

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

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

Bid No.: RFB 2021-03

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

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

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

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

(*Signature*)

October 20, 2021
(*Date*)

STATE OF FL
COUNTY OF LEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Albert O'Donnell, Pres.
(*Name of individual signing*)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 20TH day of October, 2021

(NOTARY PUBLIC)

My Commission Expires: 01/17/2025

Notary Public State of Florida
Sarah Christensen
My Commission HH 072956
Expires 01/17/2025

Bid No.: RFB 2021-03

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	NONE				
B.					
C.					
D.					

TOTAL $_____

NONE

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

_____
(*Signature*)

_____
(*Company Name*)

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (*name and title of corporate officer*) of _____ (*name of corporation*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification.

_____
(*signature line for notary public*)

_____
(*name of notary typed, printed or stamped*)

_____
(*title or rank*)

_____
(*serial number, if any*)

My commission expires:

_____

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we O'Donnell Landscapes, Inc

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, FCCI Inurance Company

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto The Village of Estero,
9401 Corkscrew Palms Circle, Estero, FL 33928

(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
One Hundred Thirty Thousand Dollars ($130,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Via Coconut Point & William Road Roundabout Landscaping & Irrigation.

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of October 2021

(Witness)

(Principal) (Seal)

President
(Title)

FCCI Insurance Company

(Witness)

(Surety) (Seal)

6300 University Parkway, Sarasota, FL 34240

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Tyler Caron; Kim Ovaitte; Andrea Shaw; Brad Havemeier; Martin H. Watson; Trisha Horner; Patricia Armstrong; Morgan Miller

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19th day of October, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

Bid No.: RFB 2021-03

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFB 2021-03 ___, for Via Coconut Point + Williams Road Roundabout **Project or contract number]** **[Project name]**

2. This sworn statement is submitted by O'Donnell Landscapes, Inc. whose **[Name of entity submitting sworn statement]**

   business address is 4291 Williams Road, Estero, FL 33928.

3. Federal Employer Identification Number (FEIN) is 65-0301159 (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

4. My name is Albert O'Donnell, Pres. and my relationship to the above is: **[Please print name of individual signing]**

   President + Owner of O'Donnell Landscapes, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFIANT

Albert O'Donnell, Pres.
Typed Name of AFFIANT

President
Title

STATE OF FL COUNTY OF LEE

The foregoing instrument was executed before me this 20TH day of October, 2021, by Albert O'Donnell, Pres. as President of O'Donnell Landscapes, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Sarah Christensen
My Commission HH 072956
Expires 01/17/2025

NOTARY PUBLIC, State of FL

(stamp)

Bid No.: RFB 2021-03

VILLAGE OF ESTERO - BIDDERS CHECK LIST

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

✓ 1. The Solicitation has been signed and with corporate seal (if applicable).

✓ 2. The Solicitation prices offered have been reviewed (if applicable).

✓ 3. The price extensions and totals have been checked (if applicable). Inserted @ page 10 of 52

✓ 4. Substantial and final completion days inserted (if applicable).

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

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

✓ 7. All modifications have been acknowledged in the space provided.

✓ 8. All addendums issued, if any, have been acknowledged in the space provided.

✓ 9. Licenses (if applicable) have been inserted. after page 43 of 52 and before page 45

✓ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.

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

✓ 13. Any Delivery information required is included.

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

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

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

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

Company Name and Address:
O'Donnell Landscapes, Inc.
4291 Williams Road, Estero, FL 33928

THIS AGREEMENT, is made and entered into this ___ day of _____20__ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and O'Donnell Landscapes, Inc. whose address is 4291 Williams Road, Estero, FL 33928, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing landscaping and irrigation services for the Via Coconut Point and Williams Road Roundabout; and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFB 2021-03; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to Bid RFB 2021-03 on November 3, 2021 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services.

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

ARTICLE 1.
RECITALS & INCORPORATION OF DOCUMENTS

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

1.2 Village Bid Package RFB 2021-03 Via Coconut Point and Williams Road Roundabout Landscaping and Irrigation, consisting of pages 1 through and including 52 with one addenda and the Proposal submitted by Bidder dated October 20, 2021 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

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

1) Bid Package RFB 2021-03 Via Coconut Point and Williams Road Roundabout Landscaping and Irrigation and any Exhibits or Addenda thereto;

2) This Agreement and any Exhibits or Amendments thereto;

3) The Proposal submitted by Bidder.

ARTICLE 2.
BIDDER'S SCOPE OF SERVICES

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

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

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

ARTICLE 3.
COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed $120,181 (plus any contingency amount which may be approved) for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

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

3.3 Payment for tasks will be on a Total Cost basis as per Exhibit B attached hereto.

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

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

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

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

ARTICLE 4.
BIDDER'S RESPONSIBILITIES

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

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

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

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the

deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

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

4.6 The Village's NPDES Permit requires Contractors performing work that includes Roadway, Drainage and Stormwater Maintenance to adhere to the following:

- Crew leads are to complete illicit discharge and illegal dumping training and report any illicit discharges or illegal dumping discovered during daily job duties to the Village of Estero Public Works. In addition, crew leads are required to watch this video (link below) annually and provide written confirmation of the viewing. http://wbt.dot.state.fl.us/ois/IllicitDischarge/index.htm
- Any soil disturbing activities must comply with NPDES permit requirements including plans for temporary and permanent erosion control measures.

ARTICLE 5.
OWNERSHIP AND USE OF DOCUMENTS

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

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

ARTICLE 6.
VILLAGE'S RESPONSIBILITIES

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

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

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

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

ARTICLE 7.
TERM / TERMINATION

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

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

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

ARTICLE 8.
NOTICES

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

Bidder: O'Donnell Landscapes, Inc. Village: Steve Sarkozy

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

ARTICLE 9.
ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by

the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10.
EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

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

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

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

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

ARTICLE 11.
GOVERNING LAW / VENUE

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

ARTICLE 12.
INDEPENDENT CONTRACTOR STATUS

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

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

ARTICLE 13.
AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

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

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

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

ARTICLE 14.
INDEMNIFICATION

14.1. For ten dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or

liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

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

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

ARTICLE 15.
EMPLOYEE RESTRICTIONS

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

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

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

ARTICLE 16.
NO CONTINGENT FEES

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

ARTICLE 17.
TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

O'Donnell Landscapes, Inc.

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By:_____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Burt Saunders, Village Attorney

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

EXHIBIT A

Via Coconut Point & Williams Road Roundabout Landscaping & Irrigation

STATEMENT OF WORK

A. PROJECT OVERVIEW
To provide landscaping and irrigation services for the Via Coconut Point and Williams Road Roundabout.

B. SCOPE OF SERVICES
Services shall include, but are not limited to those as specified with RFB 2021-03, which is attached.

C. SCHEDULE
As scheduled and requested.

D. COMPENSATION
Total Cost (see Exhibit B).

Bid No.: RFB 2021-03

PROJECT NO.: RFB 2021-03

DUE DATE: October 13, 2021

AND TIME: 2:00 PM

LOCATION: Estero Village Hall
9401 Corkscrew Palms Circle
Estero, FL 33928

NOTE: Please submit your response electronically to me via email at the address below.

INVITATION TO BID (CONSTRUCTION)

TITLE:
VIA COCONUT POINT & WILLIAMS ROAD ROUNDABOUT LANDSCAPING & IRRIGATION

Advertised Date: September 21, 2021

REQUESTER: VILLAGE OF ESTERO, FLORIDA

ADDRESS
9401 CORKSCREW PALMS CIRCLE #101
ESTERO, FL 33928

VILLAGE CONTACT:
BOB FRANCESCHINI, C.P.M., CPPB
PHONE NO.: 239-319-2821
EMAIL: franceschini@estero-fl.gov

Bid No.: RFB 2021-03

INSTRUCTIONS TO BIDDERS
CONSTRUCTION

Sealed Bids will be received by the VILLAGE OF ESTERO, until the time and date specified on the cover sheet of this "Invitation to Bid", and opened immediately thereafter by the Village Manager or designee.

Any questions regarding this solicitation should be directed to the Village Contact listed on the cover page of this solicitation, or by calling the Village of Estero Administration at (239) 221-5035.

1. SUBMISSION OF BID:

a. Bids must be sealed in an envelope, and the outside of the envelope should be marked with the following information:

1. Marked with the words "Sealed Bid".
2. Name of the firm submitting the Bid.
3. Title of the Bid.
4. Bid Number.
5. Bid Due Date.
6. Contact e-mail and telephone number.

b. The bid must be submitted as follows:

1. The original consisting of the Village's Bid Forms completed and signed, and where applicable, corporate and/or notary seals attached. (Mark as "Original".)
2. A copy of the original Bid Forms for the Village Manager. (Mark as "Copy".)
3. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your bid (i.e., required submittals, literature, technical data, financial statements).
4. Warranties and guarantees against defective materials and workmanship (if applicable).
5. Provide one (1) flash drive of the entire submission documents (do not lock any files) – as one single Adobe PDF file in the same order as the original hard copy. Please limit the color and number of images to avoid unmanageable file sizes.

c. RESPONSES RECEIVED LATE: The delivery of Bid package to Village of Estero prior to or on the time and date as stated is solely and strictly the responsibility of the Bidder. Village of Estero shall not be responsible for delays caused by the E-mail System(s), United States Postal Service, Overnight Express Mail Services, or for delays caused by any other occurrence. The Village expressly reserves the sole and exclusive right to accept or reject a late Bid when the lateness is due to matters beyond the control of any third party delivery service. Late Bids may be returned to the Bidder with the notation: "This Bid was received after the specified deadline time". All references to date and time herein reference Estero, FL local time.

d. VILLAGE RESERVES THE RIGHT: The Village reserves the right to exercise its discretion, to waive minor informalities in any response; to reject any or all responses with or without cause; or to accept the response that in its judgment will be in the best interest of the Village. Further, the Village, in its sole discretion, reserves the right to separately

quote any project that is outside the scope of this solicitation, whether through size, complexity, or dollar value.

e. EXECUTION OF SOLICITATION: All responses must contain the signature of an authorized representative of the vendor in the space provided on the anti-collusion page. All responses shall be typed or printed in ink. Do not use erasable ink. All corrections made to the response shall be initialed.

f. CALCULATION ERRORS: In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

g. ADDITIONS/REVISIONS/DELETIONS: Additions, revisions or deletions to the general conditions, specifications that change the intent of the solicitation may cause the solicitation to be non-responsive and the response may not be considered. The Village Manager shall be the sole judge as to whether or not any addition, revision, or deletion changes the intent of the solicitation.

2. ACCEPTANCE & SHIPPING

The materials and/or services delivered under the solicitation shall remain the property of the Bidder until a physical inspection and actual usage of these materials or services is accepted by the Village and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials or services provided to the Village are found to be defective or do not conform to specifications, the Village reserves the right to obtain the services of another Bidder.

Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the Bidder unless otherwise agreed upon in writing prior to service. It shall be the Bidder's responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O.B. Destination.

3. GENERAL INFORMATION

Only submissions received from responsive and responsible firms will be considered. The Village reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the firm to perform. Any entity that will have access to Village facilities or property may be required to be screened to a level that may include, but is not limited to; fingerprints, statewide criminal background checks. Costs for such screening will be the responsibility of the awarded respondent.

Submissions may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the firm to assure good faith performance. All respondents will also be evaluated on their past performance and prior dealings with the Village (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) with poor or unacceptable past performance may result in disqualification.

4. RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES

Bidders shall observe and obey all laws, ordinances, rules and regulations of the federal, state, and local government which may be applicable. Violations are grounds for unilateral termination of the awarded agreement.

Any involvement with the Village of Estero shall be in accordance with but not limited to:

a. Authorized to transact business and properly licensed in the State of Florida at the time of bid submittal. Copies of all necessary permits or licenses must be provided with bid submittal.
b. Compliance with Federal Occupational Safety and Health Administration standards and regulations.
c. Compliance with any applicable Environmental Protection Agency regulations.
d. Chapter 112, Part III, Code of Ethics, Florida Statutes, regarding public officers and employees, as well as, conflict of interest and business relationship disclosure requirements.
e. Chapter 119, Florida Statutes, Public Records.
f. Chapter 215, Florida Statutes, regarding scrutinized companies and business operations.
g. Chapter 255, Florida Statutes, regarding the construction of public facilities.
h. Compliance, if applicable, with the Consultant's Competitive Negotiation Act; Section 287.055, Florida Statutes.
i. Chapter 287, Florida Statutes, regarding the procurement of personal property and services.

5. VILLAGE OF ESTERO PAYMENT PROCEDURES

All Bidders are requested to email invoices to: accountspayable@estero-fl.gov

Should you prefer to mail your invoice, please send it to the following address:

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

All invoices will be paid as directed by the Village payment procedure and in accordance with the Local Government Prompt Payment Act unless otherwise differently stated in the detailed specification portion of this project.

Village will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, or bidder for the preparation of these specifications.

Village of Estero is generally a tax-exempt entity. Village will only pay those taxes for which it is obligated, and will provide a Certificate of Exemption furnished by the Department of Revenue. All respondents should include in their response all sales or use taxes which they will pay when making purchases of material or subcontractor's services.

6. WAIVER OF CLAIMS

Once this contract expires, or final payment has been requested and made, the awarded bidder shall have no more than 30 calendar days to present or file any claims against the Village concerning this contract. After that period, the Village will consider the bidder to have waived any right to claims against the Village concerning this agreement.

7. AUTHORITY TO PIGGYBACK

It is hereby made a precondition of any response and a part of these specifications that the submission of any document in response to this request constitutes a response made under the same conditions, for the same price, and for the same effective period as this response, to any other governmental entity. The Village of Estero will not be financially responsible for the purchases of other entities from this solicitation.

8. ANTI-DISCRIMINATION

In accordance with the provisions of Title VI of the Civil Rights Act of 1964, it is expressly understood that minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color or national origin in consideration for an award. Furthermore, the Village has the right to terminate any awarded contract upon receipt of evidence of discrimination and hereby notifies all potential respondents that it will affirmatively ensure that any and all respondents must comply with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act and the Florida Civil Rights Act, all as amended. All respondents in accepting an award under this solicitation for itself, its successors in interest and assignees, including subcontractors and subcontractors, covenant and agree to comply with the anti-discrimination provisions of this solicitation.

Village may require any awarded respondent to submit reports as may be necessary to indicate non-discrimination. Village officials will be permitted access to vendor's books, records, accounts and other sources of information and its facilities as may be pertinent to ascertain compliance with non-discrimination laws. Awarded respondents must post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

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

9. TIEBREAKER

Except as provided by paragraph 8 above whenever two or more bids, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, from responsive and responsible bidders, the award or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.

If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next lowest bidder, utilizing the tiebreaker steps above to make the determination of the next lowest bidder where the next lowest bidder would similarly be equal.

10. AUDITABLE RECORDS

The selected Bidder will maintain all records directly pertaining to or connected with the services under this solicitation which must be readily available and accessible at respondent's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, and to other persons in accordance with Florida's public records laws.

Bidder will fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt. Failure by a Bidder to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, without recourse. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure shall not be deemed failure to comply with this article.

Additionally, Bidder will maintain auditable records concerning this solicitation adequate to account for all receipts and expenditures, and to document compliance with the procurement specifications. These records must be kept in accordance with generally accepted accounting methods, and Village reserves the right to determine the record-keeping method required in the event of non-conformity.

All records must be maintained for five (5) years after the expiration of any contract hereunder or final payment has been requested and made, whichever occurs last. Bidder will require all subcontractors to comply with the provisions of this section. If the records are unavailable locally, it shall be the Bidder's responsibility to ensure that all required records are provided at the Bidder's expense all costs in accessing records maintained out of the county. The direct costs of copying records will be borne by the requesting party.

It is understood and agreed that all records and data prepared or obtained by the Bidder in connection with its services hereunder, including all documents bearing the professional seal of the successful respondent, shall be delivered to and become the property of the Village prior to final payment. This includes any electronic versions such as CAD or other computer aided drafting programs.

11. TERMINATION

Any agreement as a result of this solicitation may be terminated by either party giving thirty (30) calendar days advance written notice. The Village reserves the right to accept or not accept a termination notice submitted by the bidder, and no such termination notice submitted by the bidder shall become effective unless and until the vendor is notified in writing by the Village of its acceptance.

The Village Manager may immediately terminate any agreement as a result of this solicitation for emergency purposes.

12. CONFIDENTIALITY

All submissions are subject to public disclosure and will not be afforded confidentiality, unless exempt as provided by Florida Statutes.

If information is submitted with a response that is deemed "Confidential" the respondent must stamp those pages of the response that are considered confidential. The respondent must provide documentation as to validate why these documents should be declared confidential in accordance with Florida's public record laws.

The Village will not reveal engineering estimates or budget amounts for a project unless required by grant funding or until required by Section 337.168, Florida Statutes.

13. ANTI-LOBBYING CLAUSE

All respondents are hereby placed on formal notice that the Village Council, candidates for Village Council, employees of the Village of Estero Government, or any members of any evaluation review committees established for this solicitation are not to be lobbied, either individually or collectively, concerning this solicitation. Respondents and their agents who intend to submit Letters of Interest, qualifications, or have submitted responses for this solicitation are further placed on *formal notice* that they are ***not*** to contact the aforementioned for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled. Any such lobbying activities may cause immediate disqualification for this project. This prohibition begins with the issuance of any solicitation and ends upon issuance of a Notice to Proceed or when the solicitation has been canceled.

14. INSURANCE

A certificate of insurance as required by the solicitation documents must be in the response to this ITB.

15. INQUIRIES AND ADDENDUMS

Each respondent must examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be made in writing, submitted at least eight (8) calendar days prior to the date when the response is due.

Responses and other clarifications will be in the form of an Addendum posted on www.estero-fl.gov . It is solely the firm's responsibility to check the website for information. No notifications will be sent by the Village.

All addenda shall become part of the solicitation and Contract Documents.

The Village shall not be responsible for oral interpretations given by any Village employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the Village is the only official method whereby interpretation, clarification or additional information can be given.

16. SUBCONTRACTORS AND SUBCONSULTANTS

No principal respondent to this solicitation may also be listed as a subcontractor or subconsultants to another firm submitting a proposal under this same solicitation. Should this occur, all responses from the involved firms will be considered non-compliant and rejected for award. Subcontractors or subconsultants may be listed on multiple proposals for the same solicitation, however, the use of subs under this solicitation is not allowed without prior written authorization from the Village.

17. WITHDRAWAL OF BID

A respondent may withdraw any submission at any time prior to the opening of the solicitation.

Requests to withdraw must be made in writing to the Village Manager who will approve or disapprove the request.

After submissions are opened, but prior to award of any contract, the Village Manager may allow the withdrawal only if the Village Manager finds evidence that at least one of the following our circumstances were met: (1) the respondent acted in good faith in submitting their bid. (2) the mistake in the response preparation is of such a magnitude that to enforce compliance would cause a severe hardship on the respondent. (3) the mistake was not the result of gross negligence by the respond, and (4) the mistake was found and communicated to the Village prior to the Village having formally made a formal award. Not withstanding the forgoing, a response may be withdrawn for a period of **180 calendar days** after the scheduled time for opening of the solicitation, if an award has not been made.

18. PROTEST RIGHTS

Any person whose bid or proposal is rejected, in whole or in part, or who submits a formal bid or proposal but is not awarded the contract may protest such decision, but only strict compliance with this section. Failure to follow the protest procedures requirement within and the time frames as prescribed herein shall constitute a waiver of your protest and any resulting claims.

"Decisions" are posted on the Village of Estero website. Bidders are solely responsible to check for information regarding the solicitation. www.estero-fl.gov/

In order to preserve your right to protest, an aggrieved bidder must file a written "Notice of Intent to File a Protest" with the Village Manager by 4:00 PM on the third (3) working day after the decision affecting their bid or potential bid is posted on the Village website.

The notice must clearly state the basis and reasons for the protest and must be physically received by the Village Manager within the required time frame. No additional time is granted for mailing.

To secure your right to protest an aggrieved bidder ("protestor") will also be required to post a "Protest Bond" and file a written "Formal Protest" document within 10 calendar days after the "Notice of Intent to File a Protest". A Protest Bond shall be in the form of a certified check, cashier's check or money order made payable to the Village of Estero in an amount not less than five percent (5%) of the protester's bid, or in the amount not less than five percent (5%) of the lower responsive bid received by the Village in the case of submission of a "no bid" protester. In

cases of a request for proposals then the amount of the Protest Bond shall be not less than five percent (5%) of the contract awarded by the Village for the accepted proposal.

Upon receipt of a Formal Protest the Village Manager will forward such protest to the Village Attorney, who shall review the protest and prepare findings of fact and conclusions as to the validity of the protest within 10 calendar days of its receipt and provide that decision to the protestor. The protestor shall have three (3) working days to appeal to the Village Council. The appeal shall be scheduled for a public hearing on the next available Village Council meeting. The Council shall consider the all competent substantial evidence presented at the hearing and render a decision. If the protestor's appeal is denied the Protest Bond shall be immediately forfeited in its entirety to the Village.

19. MATERIAL SAFETY DATA SHEETS (MSDS) – IF APPLICABLE

In accordance with Chapter 443 of the Florida Statutes it is the vendor's responsibility to provide the Village with Material Safety Data Sheets (MSDS) on bid materials, as may apply to this procurement.

20. PRE-BID CONFERENCE

A pre-bid conference may be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the Village Contact noted on the first page of the bid document. A formal response will be provided in the form of an addendum. A site visit may follow the pre-bid conference, as applicable.

There are two types of pre-bid conferences:

Non-Mandatory. Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

Mandatory. Failure to attend a mandatory pre-bid conference will result in the bid being considered non-responsive.

21. QUALITY GUARANTEE/WARRANTY

Bidder will guarantee their work without disclaimers, unless specifically approved the by Village, for a minimum of twelve (12) months from the date of final completion.

Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion or acceptance for equipment.

Unless otherwise specifically provided in the specifications, any equipment must be similarly warrantied for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out

of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the Village.

If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers, or distributors of such products or the specifications listed, the vendor shall pick up the product from the Village at no expense to the Village. The Village reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund to the Village any money which has been paid for same.

22. NEGOTIATED ITEMS

Any item not outlined in the Invitation to Bid may be subject to negotiations between the Village and the successful Bidder.

After award of this bid the Village reserves the right to add or delete items orservices at prices to be negotiated at the time of addition or deletion.

At contract renewal time(s) or in the event of significant industry wide market changes, the Village may negotiate justified adjustments such as price or terms, if in its sole judgement, the Village considers such adjustments to be in its best interest.

23. AGREEMENT FORTHCOMING

The awarded Bidder will be issued a Notice to Proceed as the final determination of award, in the event additional terms or agreements are not required the terms of this solicitation shall form the full and complete basis of the agreement between the Village and the successful Bidder.

24. MISCELLANEOUS

a. No amount of work is guaranteed upon award or contract.
b. Award or contract does not entitle any bidder to exclusive rights to Village contracts.
c. Vehicle travel mileage is considered incidental to the work and not an extra expense. Similarly, man-hours spent in travel time to and from work or the job site(s), are not compensable.
d. Village reserves the right to add or delete, at any time, any or all items or services associated with this solicitation, utilize other responsive bidders or in-house resources.
e. Florida law shall govern this solicitation and the Contract Documents with venue for any action brought under this solicitation or the Project being in Lee County, Florida.

End of Terms & Conditions Section

WILLIAMS RD. / VIA COCONUT POINT ROUNDABOUT
LANDSCAPE DESIGN IMPROVEMENTS
BID FORM

ORIGINAL

Pay Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
MISC-1	Mobilization	LS	1	$1,000.00	$1,000.00
MISC-2	Provide/Maintain As-Built Plans	LS	1	$1,000.00	$1,000.00
MISC-3	Maintenance of Traffic	LS	1	$6,000.00	$6,000.00
MISC-4	Sediment Barrier	LF	358	$5.00	$1,790.00
MISC-5	Inlet Protection	EA	5	$200.00	$1,000.00
MISC-6	Repair/Replace Directional Signage (as needed if damaged during installation)	LS	1	$1,000.00	$1,000.00
MISC-7	Clearing and grubbing (existing sod/weeds only)	SF	10,185	$0.20	$2,037.00
MISC-8	NPDES Permit	EA	1	$2,000.00	$2,000.00
MISC-9	Landsacpe Establishment (1-year)	EA	1	$10,000.00	$10,000.00
	LANDSCAPE PLANTING				$25,827.00
TR-1	Roystonea regia - CUBAN ROYAL PALM (10'-12'grey wood; min. 14'c.t.)	EA	7	$1,100.00	$7,700.00
TR-2	Serenoa repens silver - SAW PALMETTO	25 gal	16	$300.00	$4,800.00
TR-3	Serenoa repens silver - SAW PALMETTO	45 gal	8	$500.00	$4,000.00
SH-1	Clusia nana - DWARF CLUSIA	3 gal	422	$13.00	$5,486.00
SH-2	Crinum asiaticum "Queen Emma" - CRINUM LILY	2'-3' spr.	75	$20.00	$1,500.00
SH-3	Dietes Iridiodes WHITE AFRICAN IRIS	3 gal	342	$10.00	$3,420.00
SH-4	Rondeletia leucophylla - Panama Rose	3 gal	158	$10.00	$1,580.00
SH-5	Trachelospermum asiaticum minima- DWARF CONFEDERATE JASMINE **Rabbits**	1 gal	2,030	$5.00	$10,150.00
SH-6	Tripsacum floridanum - DWARF FAKAHATCHEE	1-3 gal	450	$4.75	$2,137.50
SH-7	Zamia floridana- COONTIE FERN	1 gal	271	$8.00	$2,168.00
EM-1	Bark Mulch **2" Organic Sheredded Deep + 1" Pine Straw**	CY	95	$50.00	$4,750.00
EM-2	Clean native sand (in place volume)	CY	608	$45.00	$27,360.00
EM-3	Composted Organics (in place volume)	CY	152	$85.00	$12,920.00
	LANDSCAPE PLANTING				$87,971.50
IR-1	Rain Bird 1812-PRS 15 Series MPR	EA	33	$45.00	$1,485.00
IR-2	Rain Bird 1812-PRS HE-VAN Series	EA	24	$45.00	$1,080.00
IR-3	Rain Bird 1400 Series Bubbler	EA	14	$40.00	$560.00
IR-4	Rain Bird PEB 1" Zone Valve	EA	1	$150.00	$150.00
IR-5	Rain Bird PEB 2" Zone Valve	EA	3	$225.00	$675.00
IR-6	PVC Class 200 SDR 21 - 3/4" Pipe (approx. Contractor to do own take off)	LF	795	$0.40	$318.00
IR-7	PVC Class 200 SDR 21 - 1" Pipe (approx. Contractor to do own take off)	LF	99	$0.50	$49.50
IR-8	PVC Class 200 SDR 21 - 1 1/4" Pipe (approx. Contractor to do own take off)	LF	50	$1.00	$50.00
IR-9	PVC Class 200 SDR 21 - 1 1/2" Pipe (approx. Contractor to do own take off)	LF	10	$1.00	$10.00
IR-10	PVC Class 200 SDR 21 - 2" Pipe (approx. Contractor to do own take off)	LF	137	$2.00	$274.00
IR-11	Rectangular Valve Box	EA	4	$40.00	$160.00
IR-12	Rain Bird SA Series Swing Assembly (length as needed)	EA	71	$1.00	$71.00
IR-13	Miscellaneous Items Not Individually listed includes but not limited to: elbows, risers, 2 wire runs, pull boxes, Mainline extensions/repairs, glue, coordination time with Edera maintenance company to test the system, etc. This line item is to include all items needed by the contractor to properly install a fully working system as diagramatically shown and specified on the supplied Irrigation Plan.	LS	1	$1,500.00	$1,500.00
	IRRIGATION TOTAL				$6,382.50
	PROJECT TOTAL - BASE BID				$120,181.00

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
PROPOSAL QUOTE FORM
FOR
VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

DATE SUBMITTED: October 20, 2021

VENDOR NAME: O'Donnell Landscapes, Inc.

TO: The Village of Estero
Estero, Florida

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

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

The undersigned acknowledges receipt of Addenda numbers: (one) #1

VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

TOTAL COST: $ 120,181.00

NOTE: PLEASE SUBMIT WITH YOUR BID RESPONSE UNIT PRICING VIA THE EXCEL BID FORM THAT ACCOMPANIES THIS DOCUMENT.

ACQUISITION OF ALL REQUIRED MATERIALS SHALL BE ACHIEVED WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

SUBSTANTIAL COMPLETION SHALL BE ACHIEVED WITHIN 60 CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

FINAL COMPLETION SHALL BE ACHIEVED NOT LATER THAN 20 CALENDAR DAYS FOLLOWING SUBSTANTIAL COMPLETION.

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

Are there any modifications to the bid or specifications:

YES_____ NO ✓

Bid No.: RFB 2021-03

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

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

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

FIRM NAME O'Donnell Landscapes, Inc.

BY (Printed): Albert O'Donnell, Pres.

BY (Signature): [signature]

TITLE: President

FEDERAL ID # OR S.S.# 65-0301159

ADDRESS: 4291 Williams Road
Estero, FL 33928

PHONE NO.: 239-992-8842

FAX NO.: 239-992-2188

CELLULAR PHONE NO.: 239-572-1011

E-MAIL ADDRESS: Al@ODO.Land

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
INVITATION TO BID
FOR
VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

GENERAL SCOPE OF PROJECT

The Village of Estero desires to contract with a vendor to perform landscaping and irrigation work at the Via Coconut Point & Williams Road roundabout.

BASIS OF AWARD

The contract for all services will be awarded to the overall lowest, responsive and responsible bidder (Total Cost) meeting all specification requirements.

In the event the lowest responsible and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

SPECIFICATIONS

The specifications, quantities, and additional information can be found within the Landscape Plans and the Excel Bid Form which accompany this document.

SUPPLEMENTAL SPECIFICATIONS

SECTION 580
LANDSCAPING

580-1 Description.

Install and establish landscaping as indicated in the Contract Documents.

The allowable Contract Time is two separate phases called Installation Period and Establishment Period. The Installation Period precedes the Establishment Period and is the allowable Contract Time minus the one-year Establishment Period.

Regardless of the duration of the time used for the Installation Period, the duration of the Establishment Period will be one year.

580-2 Materials.

580-2.1. Grade Standards and Conformity with Type and Species: Provide plant materials purchased from Florida commercial nursery stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida of Agriculture's "Grades and Standards for Nursery Plants."

Florida commercial nursery stock is defined as plants propagated or grown at a Florida commercial nursery or imported to a Florida commercial nursery, made available for sale to the public, and included as inventory for fee. Nursery stock purchased from outside Florida and shipped directly to the project site is not Florida commercial nursery stock. Prior to installation, provide nursery invoices or delivery tickets that include written certification that all nursery stock meets the requirements of this Section.

Unless otherwise specified, the minimum grade for plant material is Florida No. 1. Plant material must be the specified size and grade at the time of delivery to the site.

Use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Submit a list of nurseries where plants are tagged, including contact information and location. The Engineer may visit the nursery sites to inspect representative samples and lock tag the example plant material.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies arise between botanical nomenclature and common name, the botanical name will take precedence.

580-2.2 Inspection and Transporting: Move nursery stock in accordance with all Federal, State, and Local Rules and Regulations. For each shipment of nursery stock, provide the nursery's General Nursery Stock Inspection Certificate as required in Chapter 5B-2, F.A.C.

580-2.3 Mulch: Use of cypress mulch is prohibited.

580-2.4 Soil: Remove all unsuitable soil and debris to root ball depth. Replace soil.

580-3 Worksite Landscape Supervisor.

Provide a Worksite Landscape Supervisor to directly oversee all landscape installation and establishment. The Worksite Landscape Supervisor must be a Certified Landscape Technician or Certified Landscape Contractor in accordance with the Florida Nursery Growers and Landscape Association (FNGLA) located at the following URL address: https://www.fngla.org/certifications/index.aspx, or a State of Florida Registered Landscape Architect. Provide verification at the pre-construction meeting.

580-4 Installation.

580-4.1 Installation Plan: At the pre-construction meeting, provide an Installation Plan for review and comment. Specifically describe the methods, activities, materials, and schedule to achieve installation as described in this Section. Include a schedule for monthly inspections and reports described in 580-4.9. Begin installation after Installation Plan is accepted by Engineer.

580-4.2 Delivery: All materials must be available for inspection before installation.

580-4.3 Layout: The locations of plants as shown in the Contract Document are approximate. At no cost to the Village adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements. Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting. Layout shrubs in their containers prior to planting for the Engineer's review prior to excavation or planting.

Make no changes to the layout, or any variations of materials from the Contract Documents without the Engineer's approval.

580-4.4 Soil Drainage: Planting holes and beds must drain sufficiently. Notify the Engineer of drainage or percolation problems before plant installation.

580-4.5 Planting: Meet the requirements of the Contract Documents.

580-4.6 Maintenance: Throughout the installation period, at a minimum, maintain plant materials to the equivalent visible structural quality and healthy characteristics of Florida No. 1.

580-4.7 Site Repair and Restoration: Repair and restore existing areas disturbed by installation or maintenance activities. Use new turf when required to restore and repair disturbed areas.

580-4.8 Disposal of Surplus Materials and Debris: Remove from the jobsite any surplus material unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of landscaping per Contract Documents. Upon commencement of landscape installation, remove daily, all debris from the jobsite.

580-4.9 Reporting: Certify monthly on a form provided by the Village, "Landscape Monthly Inspection Form" that the plants have been installed and are being maintained in accordance with the Contract Documents.

580-4.10 Establishment Plan: Not less than 45 days before the scheduled completion of the installation, submit an Establishment Plan to the Engineer for review and comment. Installation will be considered complete only when the Establishment Plan has been accepted by the Engineer. Specifically describe the methods, activities, materials and schedule to achieve establishment of plant material and

incidental landscaping as described in 580-5. Coordinate with the Village's Registered Landscape Architect to schedule for inspections and reports described in 580-5.2. Acceptance of the Establishment Plan is not a release from responsibility of the establishment and maintenance as required in the Contract Documents.

580-4.11 Installation Completion: Notify the Engineer no less than seven calendar days in advance of completion. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the Village, "Contractor Certification of Installation" that the landscaping has been installed and is being maintained in accordance with the Contract Documents.

580-5 Establishment.

580-5. 1 Establishment Period: The establishment period will begin upon acceptance by the Engineer of the Establishment Plan and the installation of all landscaping.

During the establishment period, at a minimum:

1. Maintain plant material quality, to sustain all structural and healthy characteristics per Contract Documents.
2. Maintain the soil moisture adjacent to root ball at field capacity. Field capacity will be determined from a 4-inch deep excavation where the soil must hold together and form a hand clump.
3. Maintain a 3-inch mulch cover.
4. Remove undesirable vegetation and Florida Exotic Plant Pest Council Category One invasive plant species. This includes from walls and within fences.
5. Prune to remove crossing, deflecting and circling roots, crossing, dead, damaged and co-dominant branching. An ISA certified arborist is to direct pruning operations. Follow ANSI A300 Part 1 and the Contract Documents.
6. Maintain plant beds as depicted in the Contract Documents.
7. Remove litter and debris.
8. Operate and maintain the irrigation system when installed as part of the Contract.
9. Remove staking and guying from established plants.
10. Continue mowing and litter pick up of the turf areas as shown in the Contract Documents

580-5.2 Inspection and Reporting Requirements: During the establishment period, the Village's Registered Landscape Architect will provide periodic inspections as needed. These inspections will be coordinated with the Contractor.

580-6 Remedial Work.

Perform all necessary remedial work at no cost to the Village. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement size must match the size of the adjacent grown-in plant material of the same species and that may be larger than the initially installed size.

The establishment period for replacement plant material will be the remaining establishment period or 90 days after the date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this Section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

580-7 Failure to Perform.

Upon receipt of the monthly inspection form, the quarterly inspection report, or after inspection by the Engineer, a daily deduction of 0.0333% of the Contract amount will be assessed and forfeited if full compliance with 580-5 is not achieved. The daily deduction will continue until full compliance is achieved to the Engineer's satisfaction.

580-8 Method of Measurement.

The quantities to be paid will be the items shown in the Contract Documents for landscape installation and establishment.

580-9 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section. Eighty-eight percent of the total contract amount will be paid during the installation period for work completed and accepted. Up to twelve percent of the total contract amount will be paid in accordance with 580-7 during the establishment period.

580-9.1 Payment during the Installation Period: Within 21 calendar days after contract award or at the pre-construction meeting, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. The schedule of values will be the basis for determining monthly payments.

Prepare a monthly progress invoice for work completed during the installation period and submit the progress invoice to the Engineer. The Engineer will pay for any item of work only when the progress invoice is approved. The invoice must consist of the following:

1. Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

2. The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously forfeited.

3. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

580-9.2 Payment during the Establishment Period: Upon acceptance of the Landscape Monthly Inspection Form from the Contractor as described in 580-5 and approval of the Engineer, payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-7.

590
IRRIGATION

590-1 Description.

The work specified in this Technical Special Provision consists of the furnishing and installation of an Irrigation System and related equipment with accessories necessary to function safely, properly and in accordance with the design set of plans. All costs associated with this Technical Special Provision shall be included in the lump sum price.

590-2 Quality Assurance.

It is the intention of this specification to accomplish the work of installing an automatic irrigation system, which will operate in an efficient and satisfactory manner. The irrigation system shall be installed and made operational according to the workmanlike standards established for landscape installation and sprinkler irrigation operation as set forth by the most recent Best Management Practices (BMP) of the Irrigation Association.

Irrigation piping and related equipment are drawn diagrammatically. Although sizes and locations of plants and or irrigation equipment are drawn to scale wherever possible, it is not within the scope of the drawings to show all necessary offsets, obstructions, or site conditions. The Contractor shall be responsible to install the work in such a manner that it will be in conformance to site conditions, complete, and in good working order.

The specification can only indicate the intent of the work to be performed rather than a detailed description of the performance of the work. It shall be the responsibility of the Contractor to install said materials and equipment in such a manner that they shall operate efficiently and evenly and support optimum plant growth and health.

590-3 Submittals.

Submit a complete list of all irrigation equipment to be used, manufacturer's brochures, maintenance manuals, warrantees and operating instructions, within 15 days after the notice to proceed. This submission may be done digitally and all documents shall be submitted in one PDF document. The submittals shall be packaged and presented in an organized manner. Provide a table of contents of all submitted items. Submit product information for irrigation equipment including:

1. Dripline and Fittings
2. Drip Zone Valve Kit
3. Flush Valve
4. Air Relief Valve
5. Drip Emitters
6. Lateral Line Piping and Fittings
7. Main Line Piping and Fittings
8. Communication Cable

Clearly identify on each submitted sheet by underlining or highlighting (on each copy) the specific product being submitted for approval. Failure to clearly identify the specific product being submitted will result in a rejection for the entire submittal. No substitutions of material or procedures shall be made concerning these documents without the written consent of an accepted

equivalent.

Equipment or materials installed or furnished without prior approval may be rejected by the Engineer and the Contractor shall be required to remove such materials from the site at their own expense.

590-4 Delivery, Storage, and Handling.

All materials and equipment shall be stored properly and protected as required by the Contractor. The Contractor shall be entirely responsible for damages or loss by weather or other cause to work under the contract. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the work. Store in accordance with the manufacturers' recommendations.

590-5 As Built Record Set of Drawings.

Immediately upon the installation of any buried pipe or equipment, the Contractor shall indicate on the progress record drawings the locations of said pipe or equipment. The progress record drawings shall be made available at any time for review by the Engineer.

Before final acceptance of work, the Contractor shall provide an as built record set of drawings showing the irrigation system work as built. The drawings shall be transmitted to the Owner's Representative in paper format and as a pdf file of each document on compact disk or flash drive. The drawings shall include all information shown on the original contract document and revised to reflect all changes in the work. The drawings shall include the following additional information

1. All valves shall be numbered by station and corresponding numbers shall be shown on the as built record set of drawings.

2. All main line pipe or irrigation equipment including sleeves, valves, controllers, irrigation wire runs which deviate from the mainline location, backflow preventers, remote control valves, grounding rods, shut-off valves, rain sensors, wire splice locations, and quick coupling valves shall be located by two (2) measured dimensions, to the nearest one-half foot. Dimensions shall be given from permanent objects such as buildings, sidewalks, curbs, walls, structures and driveways. All changes in direction and depth of main line pipe shall be noted exactly as installed. Dimensions for pipes shall be shown at no greater than a 50 ft. maximum interval.

3. As built record set of drawings shall be signed and dated by the Contractor attesting to and certifying the accuracy of the as built record set of drawings. As built record set of drawings shall have "As Built Record Set of Drawings", company name, address, phone number and the name of the person who created the drawing and the contact name (if different).

590-6 Products.

590-6.1 Reclaimed Water Designation: Where irrigation systems use reclaimed water, all products including valve boxes, lateral and main line pipe, etc. where applicable and/or required by local code shall have the reclaimed water purple color designation.

590-6.2 Piping Material: Individual types of pipe and fittings supplied are to be of compatible manufacturer unless otherwise approved. Pipe sizes shown are nominal inside diameter unless otherwise noted. All pipe shall be free of blisters, internal striations, cracks, or any other defects or imperfections. The pipe shall be continuously and permanently marked with the following information: manufacturer's name or trade mark, size, class and type of pipe pressure rating, quality control identifications, date of extrusion, and National Sanitation Foundation (NSF) rating.

Pressure main line for piping upstream of remote control valves and quick coupling valves:

1. Pipe smaller than 2-inch diameter shall be plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride (PVC) 1220, Type 1, Grade 2 conforming to ASTM D 1785, designated as Schedule 40.

2. Pipe 2 - 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 315.

3. Pipe larger than 3-inch diameter shall be manufactured rigid virgin polyvinyl chloride (PVC), Type 1, Grade 2 conforming to ASTM D 1785, designated as bell gasket Class 200 PVC.

Non-pressure lateral line for piping downstream of remote control valves: plastic pipe for use with solvent weld or threaded fittings. Shall be manufactured rigid virgin polyvinyl chloride PVC 1220 (type 1, grade 2) conforming to ASTM d 1785, designated as Class 200, 3/4″ minimum size.

590-6.3 Fittings and Connections: Polyvinyl chloride pipe fittings and connections: Type II, Grade 1, Schedule 40, high impact molded fittings, manufactured from virgin compounds as specified for piping tapered socket or molded thread type, suitable for either solvent weld or screwed connections. Machine threaded fittings and plastic saddle and flange fittings are not acceptable. Furnish fittings permanently marked with following information: nominal pipe size, type and schedule of material, and National Sanitation Foundation (NSF) seal of approval. PVC fittings shall conform to ASTM D2464 and D2466.

590-6.4 Solvent Cements and Thread Lubricant: Solvent cements shall comply with ASTM D2564. Socket joints shall be made per recommended procedures for joining PVC plastic pipe and fittings with PVC solvent cement and primer by the pipe and fitting manufacturer and procedures outlined in the appendix of ASTM D2564. Thread lubricant shall be Teflon ribbon-type, or approved equal, suitable for threaded installations as per manufacturer's recommendations.

590-6.5 Control Wires: The electrical control wire shall be direct burial type UF, no. 14 AWG, solid, single conductor, copper wire UL approved or larger, if required to operate system as designed. For 2-Wire controllers all irrigation wire for the controller, flow sensor, master valve, hydrometer, remote control valves and moisture sensors shall be per the controller manufacturer's specifications and recommendations.

Color code wires to each valve. Common wire shall be white. If multiple controllers are being utilized, and wire paths of different controllers cross each other, both common and control wires from each controller to be of different colors.

Control wire splices: Splices are when required shall be placed in splice boxes. Use waterproof direct burial wire connectors DBC-Y or equal for connection of solenoid wires to the Decoders. Wire connections shall be per the controller manufacturer's specifications and recommendations.

590-6.6 Remote Control Valves: As shown per plan. Remote control valves shall be electrically operated, single seat, normally closed configuration, equipped with flow control adjustment and capability for manual operation. Valves shall be actuated by a normally closed low wattage solenoid using 24 volts, 50/60 cycle solenoid power requirement. Solenoid shall be epoxy encased and have a captured plunger with a removable retainer for easy servicing and a leverage handle for easy turning. The valve pressure rating shall not be less than 150 psi. The valve body and bonnet shall be constructed of heavy-duty glass-filled UV resistant nylon and have stainless steel studs and flange nuts; diaphragm shall be of nylon reinforced nitrile rubber. The valve shall have an external manual open/close control (external bleed) to manually open and close the valve without electrically energizing the solenoid. The valve shall have a flow control stem for accurate manual regulation and/or shutoff of outlet flow. Provide for all internal parts to be removable from the top of the valve without disturbing the valve installation.

Remote control valves shall be wired to controller in same numerical sequence as indicated on drawings. Remote control valves shall be as indicated on the drawings.

590-6.7 Valve Boxes: Valve boxes to be polymer composite flush solid lid and flared wall valve box meeting the requirements of ANSI/SCTE-77 Tier 8, WUC 3.6, and ASTM C857 A-8. Lid to include standard stainless-steel fasteners, and have >0.6 Coefficient of Friction per ASTM 1028.

590-6.8 Dripline: As shown per plan. Dripline shall be pressure compensating with 0.9 GPH emitters at 12" on center laterals spaced 12" apart with emitters offset for triangular spacing.

590-7 Execution.

590-7.1 Installation of Piping: Install plastic pipe in a manner to provide for expansion and contraction as recommended by Manufacturer. Unless otherwise indicated on drawings, mainlines and laterals may be installed below ground as per the Trenching Detail. Polyethylene hose may be installed above ground. Above ground polyethylene hose shall be staked with sod staples spaced a maximum of four (4') feet apart. Drawings show arrangement of piping. Should local conditions necessitate rearrangement, obtain approval of the Department before proceeding with work. Cut plastic pipe square. Remove burrs at cut ends prior to installation so unobstructed flow will result.

Make solvent weld joints in the following manner - Clean mating pipe and fitting with clean, dry cloth and apply one coat of P-70 primer to each. Apply uniform coat of 711 solvent to

outside of pipe. Apply solvent to filling in similar manner. Re-apply a light coat of solvent to pipe and quickly insert into filling. Give pipe or filling a quarter turn to insure even distribution of solvent and make sure pipe is inserted to full depth of filling socket. Hold in position for 15 seconds minimum or long enough to secure joint. Wipe off solvent appearing on outer shoulder of filling. Do not use an excessive amount of solvent thereby causing an obstruction to form on inside of pipe. Allow joints to set at least 24 hours before applying pressure to PVC pipe. Tape threaded connections with Teflon tape.

590-7.2 Trenching and Backfilling: Over-excavate trenches two (2") inches and bring back to indicated depth by filling with fine rock-free, soil or sand. Cover pipe both top and sides with two (2") inches of material specified in paragraph above. In no case shall there be less than two (2") inches of rock-free soil or sand surrounding buried pipe. Do not cover pressure main, sprinkler pipe, or fittings until the Department has inspected and approved system. During construction and the establishment period, fill and repair depressions and replace plantings and/or grassing due to settlement of irrigation trenches.

590-7.3 Thrust Blocks: All main line pipes shall have thrust blocks installed at tees, bends, or end of pipelines. Care should be taken to keep all concrete off of the fittings and from joints of pipe. Control, power and live wires must be kept free of concrete and placed outside of thrust.

590-7.4 Installation of Control Valves and Controller(s): Install controller and valves in accordance with Manufacturer's recommendations. Install valves in valve boxes. Locate valve box tops at finish grade. Valve boxes shall have snap top lids. Install remote control valves in valve boxes positioned so all parts of the valve can be reached for service. Set cover of valve box at finish grade.

590-7.5 Installation of Dripline: Prior to installation of poly tubing and dripline, open control valves and use full head of water to flush out system lateral piping.

590-7.6 Installation of Decoder System Grounding: Controller: Earth grounding shall be connected via a factory supplied copper ground lug inside the controller, for connection to earth ground hardware via 6 AWG copper wire ground wire shall be extended underground, at right angles to any communications wiring, to approved direct burial earth grounding hardware at least 6 ft. from the controller location. Earth ground shall have an impedance of 10 Ohms or less. Grounding hardware shall consist of 5/8" x 10'length copper clad steel ground rod, 4" width x 36" length x 0.0625" thick copper plate and ground-enhancement material if required to meet the 10 Ohms or less resistance requirement.

Decoders: Surge suppression devices designed for use with the decoder system shall be installed at a minimum of every 1000 feet along the two-wire path or every 12 decoder modules, whichever is first. A surge suppression module must be installed at the end of each two-wire path. All surge suppression device installations shall be made in appropriately sized valve boxes. At each decoder splice, approximately 5 feet of wire slack shall be provided, looped inside each valve box, to prevent strain on the connection over time.

Earth ground hardware shall not be located in the same valve box as the surge suppression devices. Ground connections from decoder ground lead to grounding hardware shall be made by joining the 12 AWG decoder ground wire with a 10 AWG solid copper lead utilizing a copper alloy split bolt connector. Ground hardware shall be routed at right angles to the two-wire path, a minimum of 8 feet away from the two-wire path, and connected to a 5/8" x 10' length copper-clad steel ground rod or copper plate of 4" width x 36" length x 0.0625" thick. Nominal resistance of this earth ground connection shall be approximately 10 Ohms or less. Ground-enhancement materials may be required to achieve this.

590-7.7 System Operation: Maintain the irrigation system in safe and operational condition during construction and throughout the establishment period. Monitor and adjust system to supply proper coverage to areas intended to receive water.

590-8 Field Quality Control.

590-8.1 Pressure Testing: All pressure lines shall be tested prior to backfilling joint areas. Test pressure lines at minimum sustained pressure of 100 psi for 4 hours. Maximum loss shall be 0.8 gallons/inch pipe diameter/1000 feet. Testing shall be witnessed by the Engineer. Notify the Engineer a minimum of 48 hours prior to test. Do not backfill lines until approved by the Engineer.

590-8.2 Operational Testing: Upon completion of the entire system, test each zone to visually check for uniform distribution. Distribution shall be checked within any one area and over the entire zone. Test the entire system to demonstrate the complete and successful operation of all equipment. Testing shall be witnessed by the Engineer. Notify the Engineer a minimum of 48 hours prior to test.

590-9 Adjustment and Cleaning.

Adjust watering time of valves to provide proper amounts of water to all plants.

590-10 Method of Measurement.

The Contract unit price per assembly for Irrigation System, furnished and installed, will include all equipment specified in the Contract Documents, and all labor, equipment, water and electrical service charges and usage fees, and miscellaneous materials necessary for a complete and acceptable installation/removal.

590-11 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section. Eighty-eight percent of the total contract amount will be paid during the installation period for work completed and accepted. Up to twelve percent of the total contract amount will be paid during the establishment period.

590-11.1 Payment during the Installation Period: Within 21 calendar days after contract award or at the pre-construction meeting, whichever is earlier, prepare and submit a schedule of values to the Engineer for approval prior to invoicing. The schedule of values will be the basis for determining monthly payments.

Monthly, prepare a progress invoice for work completed during the installation period and submit the progress invoice to the Engineer. The Engineer will pay for any item of work only when each form is submitted in accordance with 580-4, and the progress invoice is approved. The invoice must consist of the following:

1. Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.

2. The basis for arriving at the amount of the progress invoice including approximate quantities of work completed, less payments previously made and less an amount previously forfeited.

3. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

590-11.2 Payment during the Establishment Period: Upon acceptance of the monthly Landscape Inspection Report from the Contractor as described in 580-5 and approval of the Engineer, payment during the establishment period will be made in 12 equal monthly payments, less any deductions assessed in accordance with 580-7.

590-11.3 Payment: Payment will be made under:

999- 2	Lump Sum Contract, lump sum.

GENERAL PROVISIONS
VIA COCONUT POINT & WILLIAMS ROAD
ROUNDABOUT LANDSCAPING

GP-01 INTENT

A. Intent of Contract: Bid Forms shall set forth firm bid unit prices for furnishing all necessary materials and completing all work, including labor, transportation, supervision, equipment, and traffic control incidental to the Project, as described in the Technical Specifications & Conditions or shown on the Plans attached herewith. The Village reserves the right to establish the exact limits of work in the field and to add to or delete from the Project as it deems necessary.

B. Provisions:

1. The successful bidder for the Contract will be referred to as the Contractor; the Village Council of the Village of Estero, Florida, Director of the applicable Village Department or their duly authorized representative, acting on behalf of the Village will similarly be referred to as Village. For the purposes of the Contract, the word "Project" shall mean the construction limits of Williams Road and Via Coconut Point Roundabout Landscaping.

2. The Contract Documents consist of the Invitation to Bid and all Addenda, any Instructions to Bidders, Technical Specifications & Conditions, Special Provisions, General Provisions, Insurance Requirements, Safety and Health Requirements, Permits, Maintenance of Traffic Policy (M.O.T.), Plans and all other related documents, including all modifications thereof incorporated in the Documents before their execution. These form the Contract.

3. The Village and the Contractor are those mentioned as such in this Project. They are treated throughout the Contract Documents as if each were of the singular number and masculine gender.

4. Where required, written notice shall be deemed to have been duly served when delivered to the other party if delivered by hand; three (3) calendar days after the date of posting if sent by regular U.S. mail; upon receipt by the sender of an acknowledgement or transmission report if delivered by facsimile; or upon receipt by the sender of an automated message confirming delivery, or thirty (30) minutes after the time sent unless the sender receives and automated message that the email has not been sent, if delivered by email.

5. The term Subcontractor, as employed herein, includes only those having a direct relationship with the Contractor and it includes one who furnishes material worked to a special design according to the Plans and Technical Specifications & Conditions of this work, but does not include one who merely furnishes materials not so worked.

6. The term "work" as it pertains to the Contract shall include all supplies, materials and transportation, as well as all equipment and labor necessary to complete each pay item as described in the Technical Specifications & Conditions of this Contract.

7. All time limits stated in the Contract Documents are of essence.

C. Quality of Work: The Contractor agrees to do the work covered under the Contract, conforming to the Contract, Technical Specifications & Conditions, and in a quality acceptable to the trades. The Contractor further agrees to follow proper and appropriate instructions by the Village.

D. Maintenance of Traffic: The Contractor shall not work within the Village's Rights-of-Way or on any Village property accessible to the public without a Village-approved Maintenance of Traffic (MOT) plan. The Contractor shall submit and obtain Village approval of an MOT plan that meets all the requirements of the APPLICABLE Maintenance of Traffic Policy, a copy of which is attached, at least seven (7) calendar days before the commencement of any such activities.

E. Time of Completion: The Contractor shall complete the work within the time set forth in the Contract. The Contractor shall complete each portion of the work within such time as set forth in the Contract for such portion. The time of completion of the Contract shall be expressed in calendar days.

A working day is any day within the period between the start of the Contract time and the date provided in the Contract for completion or upon field acceptance by the Village of all work provided for in the Contract, or as stipulated in the Technical Specifications & Conditions, whichever comes first, other than:

1. Saturday;
2. Sunday;
3. Any day designated as a holiday by the Village; or
4. Any day the Contractor is prevented from working during the first five (5) hours of the workday, with at least 60 percent of the normal work force, due to inclement weather.

All work for this Project shall be performed during normal business hours. A working day shall be considered to be a maximum of ten (10) hours in duration. Any time the Contractor desires to work in excess of ten (10) hours per day, on weekends or on Village-designated holidays, the Contractor shall submit a written request to the Village at least three (3) working days in advance. The contractor may not work in excess of ten (10) hours per day, on weekends or Village-designated holidays unless such request has been approved in advance in writing by the Village. By making such a request, the Contractor agrees that the cost for inspection(s) for work performed during the weekend, holiday or in excess of ten (10) hours in any given day will be paid by the Contractor at the prevailing wage rate plus overhead. The exception would be for any work required by the Contractor to protect the public caused by actions not under the control of the Contractor and requested by the Village. No extension of contract time will be granted for any weekend or Village-designated holiday.

F. Bond Requirements: Pursuant to F.S. 255.05, a Public Payment and a Performance Bond is to be issued in an amount equal to the total amount of the Contract by a surety approved by the Village. The Public Payment and the Public Performance shall be issued and recorded with the Lee County Clerk of Court not later than seven (7) days after the notice of award by the Village. An irrevocable letter of credit may be accepted by the Village in lieu of the bond requirements.

GP-02 PROSECUTION, PROGRESS AND PAYMENT

A. Subletting or Assigning of Contracts: The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of his right, title, or interest therein, without written consent of the Village.

B. Pre-construction Conference: After the Contract has been awarded, the Village will call a pre-construction conference to be held before any work is begun to review the construction aspects of the Project. The meeting will be between the Village, the Contractor, and the various utility companies which will be affected by the construction.

Project Schedule: Submission of Working Schedule/Order of Completion – At the Pre-Construction Conference, the Contractor shall submit a complete Critical Path Method (CPM) Schedule showing the Project through completion. This shall include the sequencing of all work items showing:

- Work Task (each phase if phased);
- Coordination with Utilities;
- Utility Adjustments;
- Required Village submissions;
- Obtaining Permits; and
- Compliance with Permit Requirements.

Each of the above items must include:

- Duration;
- Early start;
- Late start;
- Float time;
- Predecessors & Successors; and
- Highlighted Critical Path for the entire Project from start to finish.

An updated CPM Schedule acceptable to the Village must be submitted seven (7) calendar days before each monthly pay request. The updated CPM Schedule must show actual construction progress, actual start/completion dates for work items, any changes necessary to show completion of the Project within the contract time limits, current start/completion dates for work items not yet completed, and a highlighted critical path for the completion of the remainder of the Project. The updated CPM Schedule must be accepted by the Village before the monthly pay request will be approved.

C. Liquidated Damages. Village and Contractor recognize that, since time is of the essence for this Project, the Village will suffer financial loss if the work is not substantially completed within the time specified in the Contract Documents, as said time may be adjusted as provided for herein. Should Contractor fail to achieve completion of the work within the time periods prescribed, Village shall be entitled to assess, as liquidated damages, but not as a penalty, an amount as determined by the below table for each calendar day thereafter until completion is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a

fair and reasonable estimate of Village's actual damages at the time of contracting if Contractor fails to substantially complete the work in a timely manner. Notwithstanding anything to the contrary contained herein, "Completion" shall be defined as a level of completion in compliance with the Contract Documents as certified in writing by Village's Manager and recommended by the engineer such that the Village has use of the Project and can operate the Project in all respects for its intended purpose. Any such liquidated damages may, at the option of the Owner, be withheld and deducted from any unpaid portion of the Contract Sum.

Applicable Liquidated damages are the amounts established in the following schedule:

CONTRACT AMOUNT			DAILY CHARGE PER CALENDAR DAY
$50,000 and under			$956
Over $50,000	But less than	$ 250,000	$964
$250,000	But less than	$500,000	$1241
$500,000	But less than	$2,500,000	$1665
$2,500,000	But less than	$5,000,000	$2712
$5,000,000	But less than	$10,000,000	$3447
$10,000,000	But less than	$15,000,000	$4866
$15,000,000	But less than	$20,000,000	$5818
$20,000,000	And over		$9198 plus 0.00005 of any amount over $20 million

D. Progress Payments. Contractor shall submit two (2) copies of its monthly Application for Payment to the Project Manager. Within fifteen (15) calendar days after receipt of each Application for Payment, the Village Manager shall either: (1) indicate its approval of the requested payment; (2) indicate its approval of only a portion of the requested payment, stating in writing its reasons therefor; or (3) return the Application for Payment to Contractor indicating, in writing, the reason for refusing to approve payment. Payments of proper invoices shall be processed in accordance with the Local Government Prompt Payment Act, Section 218.70, F.S., and the administrative procedures as established by the Village.

Village will retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Village Manager for payment, whichever is less. The Village will promptly make payment to Contractor, unless the Village has grounds for withholding the payment of retainage and such sum shall be accumulated and not released to Contractor until final payment is due unless otherwise agreed to by the Village. The Village Manager shall have the discretion to establish, in writing, a schedule to periodically reduce the percentage of cumulative retainage held throughout the course of the project schedule. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

Each Application for Payment shall be accompanied by a Release and Affidavit, in the form approved by the Village clearly showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested on have been paid in full. The

Village shall not be required to make payment until and unless these affidavits are furnished by Contractor.

Each Application for Payment shall include back-up documentation related to the purchase of plant material in the form of verification of payment to the nursery (vendor) and documentation of the order with shipment date shown.

E. Provisions for Convenience of Public: The Contractor will schedule his operations so as to minimize any inconvenience to adjacent businesses or residences. Where necessary, the Village may require the Contractor to construct first the work in any areas along the Project where restrictions caused by construction operations would present a more serious handicap, before beginning construction in the less affected areas.

GP-03 CONTROL OF THE WORK AND MATERIALS

A. Plans and Contract Documents: The Contractor will be furnished up to four (4) copies of the Plans, Technical Specifications & Conditions, General and Special Provisions as required for the Project. The Contractor shall have available on the job site at all times copies of the Plans (including relevant Design Standards), Technical Specifications & Conditions, General and Special Provisions available to the Village or its representatives.

B. Detail Drawings and Instructions: The Village may furnish, with reasonable promptness, additional instructions by means of drawings or otherwise, necessary for the proper execution of the work. All such drawings and instructions shall be consistent with the Contract Documents, true developments thereof, and reasonably inferable therefrom.

C. Order of Precedence: These documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work.

In cases of discrepancy, the governing order of the documents will be as follows:

1. Permits from Agencies as required by law;
2. Change Orders;
3. Contract Documents including Addenda but excluding Construction Plans;
4. Construction Plans;
   a. Dimensions given in figures govern over scaled dimensions;
   b. Detail drawings govern over general drawings;
   c. Addenda or Change Order drawings govern over Contract drawings.

D. Conformity of Work with Plans: All work performed and all materials furnished shall be in reasonably close conformity with lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Technical Specifications & Conditions or Special Provisions.

E. Authority of the Village: All work must be done under the supervision of the Village and performed to its satisfaction. It is agreed by the parties hereto that the Village will decide all

questions and disputes which may arise relative to the interpretation of the plans, construction, prosecution, and fulfillment of the Contract, and as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of the Contract.

F. Village's Status: The Village will examine and inspect the work to assure compliance with the requirements of these Contract Documents. The Village will determine the quality and acceptability of materials and workmanship relative to the requirements of the Plans and Technical Specifications & Conditions. In instances where the Contractor is not in compliance with the requirements of the Contract or when the quality and materials are not acceptable to the Village, then the Village has the authority as follows:

1. to stop the work whenever such stoppage may be necessary to insure the proper execution of the Contract;
2. to reject all work which does not conform to the Contract or when materials of shop drawings have not been approved prior to placement;
3. to resolve questions which arise in the execution of the work; and
4. to stop work whenever such stoppage may be necessary to insure the safety of personnel or the public.

No additional time or compensation will be added to the Contract when stopping work for the above listed reasons

The Village and its representatives must at all times have access to the work wherever it is in preparation or progress and the Contractor must provide proper facilities for such access and for inspection. If the Technical Specifications & Conditions, the Village's instruction, laws, ordinances or any public authority require any work to be specially tested or approved, the Contractor must give the Village timely notice of its readiness for inspection and, if the inspection is by an authority other than the Village, the date fixed for such inspection. Inspections by the Village shall be promptly made and, where practicable, at the source of supply.

The Village's representatives will be authorized to inspect all work done and all materials furnished. They are authorized to call to the attention of the Contractor any failure of the work or materials to conform to the Technical Specifications & Conditions and Contract, and shall have the authority to reject materials or suspend the work until any questions at issue can be referred to and resolved by the Village. The presence of the Village representatives will in no way lessen the responsibility of the Contractor.

If any work should be buried or otherwise covered up without approval or consent of the Village, it must, if required by the Village, be uncovered for examination at the Contractor's expense. Re-examination of questioned work may be ordered, and the work must be uncovered by the Contractor.

G. Suspension of Work: The Village has the right to suspend all or any portion of the work upon giving the Contractor not less than two (2) calendar days' prior written notice of such suspension. If all or any portion of the work is so suspended, the Contractor's sole and exclusive remedy shall

be to seek an extension of time to its schedule in accordance with the procedures set forth in the contract documents. In no event will the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Contractor shall have the right to terminate the Agreement with respect to that portion of the work which is subject to the ordered suspension.

H. The Village's Right to do Work: If the Contractor should neglect to prosecute the work properly or fail to perform in accordance with provisions of the Contract, the Village, after three (3) days written notice, may without prejudice to any other remedy it may have, make good any deficiencies and deduct the cost from the payment due the Contractor.

I.Village's Decision: The Village shall, within a reasonable time after their presentation, make decisions in writing on claims by the Contractor and on all other matters relating to the execution and progress of the work or the interpretation of the Contract Documents.

J. Contractor's Supervision and Employees: The Contractor will supervise, inspect, and direct the work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.

Unless otherwise identified in the Contract Documents, the Contractor will be solely responsible for the means, methods, techniques, sequence, and procedures necessary for the orderly progress of the work, and to maintain all safety precautions and programs incidental thereto. The Contractor must at all times enforce strict discipline and good order among its employees, and shall not employ any unfit person or anyone unskilled in the work assigned to them. The Contractor will be responsible to see that the completed work complies fully with the Contract Documents.

As the work progresses, the Contractor will keep on the job at all times an English-speaking Superintendent or designee, technically qualified, who is an employee of the Contractor and who will not be replaced without written notice and approval from the Village. The Superintendent will be the Contractor's representative on the job and must have authority to act on behalf of the Contractor. The Superintendent or their qualified designee must be present at the job site and direct the work of sub-contractors, as well as employees of the Contractor. The Superintendent will be equipped with a communication device enabling them to contact suppliers, sub-contractors or their office who in turn can convey necessary communications to others. All communications given to the Superintendent shall be as binding as if given to the Contractor. The Contractor shall issue all communications to the Village or its representatives.

The Contractor's Superintendent shall be present on the job site at all times while work is in progress, and shall be available by phone for emergencies twenty-four (24) hours per day, seven (7) days per week. Failure to observe this requirement shall be considered suspension of the work by the Contractor until such time as such Superintendent is again present on the job.

K. Daily Reports: Unless waived in writing by the Village, the Contractor shall complete and submit to the Village on a weekly basis a daily log of the Contractor's work for the preceding week in a format approved by the Village. The daily log shall document all activities of the Contractor at the Project site including, but not limited to, the following:

- Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the work;
- Soil, rock, subsurface or other conditions which adversely affect the work;
- The hours of operation by Contractor's and any subcontractor's personnel;
- The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontractor and trade;
- All equipment and vehicles present at the Project site, description of equipment and vehicle use and designation of time the equipment and vehicles were used (specifically indicating any down time);
- Description of work being performed at the Project site;
- Any unusual or special occurrences at the Project site;
- Materials received at the Project site;
- A list of all visitors to the Project site; and
- Any problems that might impact either the cost or quality of the work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by the Contractor to the Village pursuant to other sections of the Contract Documents.

L. Contractor's Understanding: It is understood and agreed that the Contractor has, by careful examination and prior to submitting a bid, satisfied itself as to the nature and location of the work; the conformation of the ground and subsurface; the character, quality, and quantity of the materials to be encountered; the character and quantity of equipment, vehicles and facilities needed prior to and during prosecution of the work; the general and local conditions including environmental and climatic conditions; and other matters which can affect the work under the Contract, and that the same are in conformance with the Bid documents. If an underground facility or differing site condition is uncovered or revealed at or contiguous to the site, which was not shown or indicated and of which the Contractor could not reasonably have been expected to be aware, the Contractor shall promptly, before performing any work (excepting in emergencies), identify the owner of such underground facility and give written notice thereof to that owner and to the Village. The Village will review the underground facility or differing condition to determine the extent to which the Documents should be modified. With Village approval, the Contract Documents will be amended or supplemented to the extent necessary and the Contractor shall be allowed an increase or an extension of time, or both, to the extent that they are attributable. During such review, the Contractor shall be responsible for the safety and protection of such underground facility. Any work done after such discovery without specific authorization by the Village will be done at the Contractor's risk. Failure of the Contractor to fully examine and acquaint itself with any and all applicable conditions shall not relieve the Contractor from any of its responsibilities to perform under the Contract documents. Failure to report differing site conditions to the Village prior to beginning work, or undertaking additional activities without proper authorization of the Village, shall not be considered the basis for any claim for additional time or compensation due to differing or unexpected site conditions or errors in the bid documents. No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after execution of the Contract, shall affect or modify the terms or obligations herein contained.

M. Permits and Regulations: Permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor, unless otherwise specified. The Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the specifications and drawings are at variance therewith, he shall promptly notify the Village in writing, and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Village, he shall bear all costs arising therefrom.

N. Protection of Work and Property: The Contractor shall continuously maintain protection of all his work from damage and shall protect the Village's property from injury or loss arising in connection with the Contract. Contractor shall make good on any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Village. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents. Contractor shall provide and maintain all passageways, guard fences, lights, and other facilities for protection required by public authority or local conditions. In an emergency affecting the safety of life or of the work, or of adjoining property, the Contractor, without special instruction or authorization from the Village, is hereby permitted to act, at Contractor's discretion, to prevent such threatened loss or injury, and Contractors shall so act, without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement between the Contractor and the Village.

The Contractor shall not occupy private land outside of any easements or rights of way unless a written authorization has been signed by the property owner. It shall be the Contractor's responsibility to provide these agreements prior to construction, if required. Prior to the use of private lands, the Contractor shall submit a copy of the agreement(s) to the Village.

Prior to application for final payment, the Contractor shall provide documentation from the owner of each piece of private property for which an agreement for use was provided, or for which the Village has issued written notification to the Contractor, that each owner is satisfied with the manner in which the Contractor has restored the property. Final payment or retainage shall not be paid until such documentation is received by the Village.

O. Changes in the Work: The Village, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the Contract sums due being adjusted accordingly. Such work shall be executed under the conditions of the original Contract. The change and amount of compensation must be agreed upon in writing in a document of equal dignity herewith prior to any deviation from the terms of the Contract.

In giving instructions, the Village shall have authority to make minor changes in the work, not involving extra cost, and not inconsistent with the purposes of the work. Except in an emergency endangering life or property, no extra work or change shall be made unless in pursuance of a written order by the Village. No claim for an addition to the Contract sum previously due shall be valid unless ordered and under no circumstances shall the Village be liable to the Contractor for

any increased compensation without such written order. Value of any such extra work or change shall be determined in one or more of the following ways:

1. By estimate and acceptance in a lump sum;
2. By unit prices named in the Contract or subsequently agreed upon; or
3. By cost and percentage or by cost and a fixed fee.

If none of the previous methods are agreed upon, the Contractor, provided he receives an order as above, shall proceed with the work. In such case and also under case (3), Contractor shall keep amendment in such form as the Village may direct, a correct account of the net cost of labor and materials, together with vouchers. The Village shall certify to the amount, including reasonable allowance for overhead and profit, due to the Contractor. Pending final determination of value, no payment on changes shall be made.

When requiring a change in the scope of services, the Contractor shall notify the Village by written notice that a change order is requested within five (5) calendar days of any occurrence.

P. Deductions for Uncorrected Work: If the Village deems it inexpedient to correct work injured or done not in accordance with the Contract, an equitable deduction from the Contract price shall be made thereof.

Q. Contract Time Extensions: Should Contractor be obstructed or delayed in the prosecution of or completion of the work, whether to a controlling item of work identified in the most current approved CPM Schedule or otherwise, as a result of unforeseeable causes beyond the control of the Contractor and not due to its fault or neglect, including but not limited to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine, regulations, strikes or lockouts, acts or failures to act of any public or private utility, or any other cause, then the time for completion shall be extended for such reasonable time as the Village may decide. Contractor shall notify the Village in writing within seven (7) calendar days after the commencement of such delay, stating the date the delay began, the cause or causes thereof and the controlling item of work affected by the delay, if applicable. If the Contractor does not notify the Village in writing within seven (7) calendar days, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract time for that delay.

The existence of an updated accepted CPM Schedule, as required, is a condition precedent to the Contractor having any right to an extension of Contract time arising out of any delay to a Critical Path item. If the Contractor has not submitted or updated the CPM Schedule as required for the period of delay, or if the current accepted Schedule does not accurately reflect the actual status of the Project or fails to accurately show the true controlling or noncontrolling work activities for the period of delay, then entitlement to, or the length of any time extension will be determined solely by the Village, which determination shall be final.

No Damages for Delay - No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, including those for which the Village may be responsible, in whole or in part, shall relieve the Contractor of its duty to perform or give rise to any right to damages or additional compensation from the Village. The

Contractor expressly acknowledges and agrees that it shall receive no damages for delay. The Contractor's sole remedy, if any, against the Village will be the right to seek an extension to the Contract time. This paragraph shall expressly apply to claims for early completion as well as to claims based on late completion.

R. Correction of Work Before Final Payment: All work, all materials, whether incorporated in the work or not, all processes of manufacturer, and all methods of construction shall be at all times and places subject to the inspection of the Village who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture, and methods of construction for the purposes for which they are used. Should they fail to meet Village approval, they shall be forthwith reconstructed, made good, replaced, or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall be immediately removed from the site. If, in the opinion of the Village, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the defective or unsuitable work not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Village shall be equitable.

S. Contractor's Right to Stop Work or Terminate Contract: If the work should be stopped under an order of any court or other public authority for a period of three (3) months, through no act or fault of the Contractor or of anyone employed by him, or if the Village fails to pay the Contractor within thirty (30) calendar days of maturity and presentation any sum certified by the Village, then the Contractor may, upon seven (7) calendar days written notice to the Village, stop work or terminate the Contract.

T. Removal of Equipment: In the case of termination of the Contract before completion from any cause whatever, the Contractor, if notified to do so by the Village, shall within five (5) business days remove any part or all of its equipment and supplies from property of the Village or site of work, failing which the Village has the right to remove such equipment and supplies at the Contractor's expense.

U. Use of Completed Portions: The Village has the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work of such portions may not have expired, but taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the work, the Contractor shall be compensated as the Village may determine and the Village approves.

V. Payments Withheld: The Village may withhold payment to the Contractor on account of:

1. Defective work not remedied;
2. Failure of the Contractor to make payment properly to Subcontractor or for material or labor;
3. A reasonable doubt that the Contract can be completed for the balance then unpaid;
4. Damage to another contractor; or
5. Failure to submit an approved updated CMP Schedule.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

W. Claims and Disputes: A "Claim" is a demand or assertion by the Contractor seeking an adjustment or interpretation of the terms of the Contract documents, payment of money, extension of time or other relief arising out of or relating to the Contract documents, except damages for delays, for which there is no right to claim damages.

The Contractor is fully responsible to substantiate Claims. A decision shall be required as a condition precedent to any exercise by the Contractor of any rights or remedies under the Contract Documents or by laws and regulations in respect of such Claims. The procedure for making a Claim is as follows:

1. Notice of Claim. Claims must be initiated by written notice to the Village Manager not later than seven (7) days after the first occurrence of the event giving rise to such Claim. Claims not timely submitted shall be deemed waived.
2. Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the contract in accordance with the Contract Documents. A Change Order will be timely issued in accordance with the decisions of the Claim.
3. Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contact sum due, written notice as provided herein shall be given before proceeding to execute the work. Prior notice is not required for Claims relating to an emergency endangering life or property. It is the Contractor's responsibility to present all data and information in support of a Claim. Unsupported claims may not be considered.
4. Claims for Additional Time. If the Contractor wishes to make a Claim for an increase in the Contract timelines, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay, only one Claim is necessary. If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time could not have been reasonably anticipated and had an adverse effect on the scheduled construction. Unsupported claims will not be considered.
5. Decision. Claims shall be referred to the Village and shall be reviewed and considered by the Village upon consultation with the project architect and/or engineer as may be reasonably necessary to make a decision. The Village will review timely filed and properly documented Claims within twenty (20) days of the receipt of a Claim and take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from another party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the Village is unable to resolve the Claim if sufficient information to evaluate the merits of the Claim is not available.

In evaluating Claims, the Village may, but shall not be obligated to, consult with or seek information from other parties and may make the decision based solely on the information provided by the Contractor in the support of the Claim. If a request to furnish additional

supporting data is made, a response is due within three (3) business days after receipt of such request. Upon receipt of the response or supporting data, if any, the Village will either reject or approve the Claim in whole or in part.

X. Assignment: Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the Village.

Y. Rights of Various Interests: Before work being done by the Village's forces or by other Contractor's forces, contiguous to work covered by the Contract, the respective rights of the various interests involved shall be established by the Village before such commencement, to secure the completion of the various portions of the work in general harmony.

Z. Separate Contracts: The Village reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of the work, and shall properly connect and coordinate its work with theirs. If any part of the Contractor's depends on proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Village any defects in such work that render it unsuitable for such proper execution and results. Contractor's failure to so inspect and report shall constitute an acceptance of the other Contractor's work as fit and proper for the reception of its work, except as to defects which may develop on the other Contractor's work after the execution of its work.

AA. Subcontractors: The Contractor shall provide a list of subcontractors with his bid for approval. The Contractor agrees that he is as fully responsible to the Village for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them as Contractor is for the acts and omissions of persons directly employed by it. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Village. Substitutions must be submitted in writing and shall be subject to approval by the Village.

To insure proper execution of his subcontractor's work, the Contractor shall measure work already in place and shall at once report to the Village any discrepancy between the executed work and the drawings.

BB. Horizontal and Vertical Control: Unless noted otherwise in the Contract documents, the Contractor shall be responsible for the layout of all Contract work. The Contractor shall employ or retain any and all professional services that are required by the Contract to complete the work. The Contractor shall carefully preserve benchmarks, reference points and stakes and, in case of willful or careless destruction, be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

CC. Lands for Work: The Village shall provide the lands upon which the work under the Contract is to be done, except that the Contractor shall provide land required for the erection of temporary construction facilities and storage of materials, together with the right of access to same.

DD. Cleaning Up: The Contractor shall, at such times as may be required by the Village, remove from the Village's property and from all public and private property, at its own expense, all temporary structures, used materials and equipment, rubbish and waste materials resulting from its operations. All damaged areas will be restored by the Contractor to their original condition and approved by the Village. By submission of a bid, the Contractor assumes full responsibility for the associated expenses. There shall not be an increase in time or price associated with such removal, and payment to Contractor may be withheld until such work is completed.

EE. Guarantee: The Contractor shall warrant all equipment furnished and work performed by him for a period of one (1) year from the date of final acceptance of the work by the Village or as may be otherwise specified. Any faulty work or equipment will be fully corrected at no cost to the Village and restored work will be warranted for one (1) year from the date of acceptance, or as may be otherwise specified. The Contractor shall repair or replace defective work or materials no later than (30) days from the Contractor's receipt of written notice from the Village.

The making and acceptance of final payment shall not waive any claim for faulty work appearing after final payment or for failure to adhere strictly to the Contract Documents. If any part of the project is guaranteed for a longer period, such longer period shall prevail. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion or written acceptance by the Village, whichever is later.

FF. Utilities:

1. Responsibility Regarding Existing Utilities and Structures: The Contractor shall be solely and fully responsible for getting all utility locates, sequencing his work to minimize conflicts with all utilities, coordinating with utilities as necessary regarding location, relocation or removal, and making necessary field adjustments, approved by Village engineer(s) to accommodate utilities. The existence and location of underground utilities indicated on the plans are not guaranteed and shall be investigated and verified in the field by the Contractor before submitting a bid. Excavation in the vicinity of existing structures and utilities shall be done by hand. The Contractor shall be responsible for any damage to, and for maintenance and protection of, existing utilities and structures, and from any damages resulting from said excavation. The Contractor is to include within his line item bid prices, the costs to protect, support, relocate, or move (whether shown or not shown on the proposed project set of plans) all underground utilities which may be in conflict with the construction of the proposed project, and to include sufficient time for the location, relocation or removal of utilities and underground utilities within the proposed Project timeline. The Contractor expressly acknowledges and agrees that it shall receive no damages for any delays associated with the location, relocation or removal of utilities or underground utilities. The Contractor's sole remedy, if any, against the Village will be the right to seek an extension to the Contract time.

2. Cooperation with Utilities: Attention is called to the Underground Facility Damage Prevention and Safety Act, Chapter 556, Florida Statutes. This act provides for a "Sunshine State One Call" which is to be used by all parties doing excavation, demolition or other

underground construction. The Contractor is required prior to any excavation to notify "SUNSHINE STATE ONE CALL OF FLORIDA (800-432-4770)

GG. Accidents: The Contractor shall provide equipment and medical facilities as necessary to supply first aid to anyone who is injured in connection with the work. The Contractor must promptly report in writing to the Village accidents arising out of, or in conjunction with, the performance of the work, whether in, or adjacent to, the site, which cause death, personal injury, or property damages, giving full details and statements of witnesses. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the Village.

If a claim is made by anyone against the Contractor or Subcontractor on account of an accident, the Contractor shall promptly report the facts in writing to the Village, giving full details of the claim.

HH. Stage Plans: Stage plans of structural alterations, cofferdams, dredging, furnished or approved by the Village, shall be adhered to unless objected to in writing by the Contractor, but the submission or approval of stage plans by the Village shall not relieve the Contractor of full responsibility for the safety of the work.

II. Measurement of Quantities: Where applicable, the quantities of materials and work performed will be computed by the Village on the basis of measurements taken by the Village or its agents, and these measurements shall be final and binding. All materials and work computed under the Contract shall be measured by the Village according to the United States Standard Measurements and Weights.

The Village does not assume any responsibility that the final quantities will remain in accord with estimated quantities, nor shall the Contractor claim misunderstanding or deception because of such estimate of quantities. The estimated quantities of work to be done and materials to be provided may be increased, decreased, or omitted, as provided herein. Any increase in quantities shall be approved by the Village prior to any work.

JJ. Reference to Other Specifications: Where reference is made to Technical Specifications & Conditions such as A.S.T.M., A.W.W.A., or A.A.S.H.T.O., or any other reference specifications, the latest edition shall be used.

KK. Sanitary Facilities: The Contractor shall provide and maintain, in a sanitary condition, facilities for his employees as are required by local and state boards of health.

LL. Quality of Equipment and Materials: To establish standards of quality, the Village may, in the specifications, refer to products by name or catalog number. This procedure is not to be construed as eliminating from competition other products of equal quality by other manufacturers where fully suitable in design.

1. The Contractor shall furnish a complete list of proposed desired substitutions prior to signing of the Contract together with such engineering and catalog data as the Village may require.

2. The Contractor shall abide by the Village's judgment when proposed substitute items of equipment are judged unacceptable and shall furnish the specified item of equipment in such case. All proposals for substitutions shall be submitted in writing by the General Contractor. The Village will approve or disapprove proposed substitutions in writing within a reasonable time.

MM. Codes and Laws: The successful bidder shall comply with all Federal, State, Local laws, and ordinances that affect the Contract in any way.

NN. Traffic Control: The Contractor shall comply with the "Manual on Uniform Traffic Control Devices", the APPLICABLE MOT Policy and maintain safe conditions at all times.

OO. Explorations and Reports: If reference is made to identification of reports of explorations and tests of subsurface conditions at the site that have been used in preparing the Contract Documents, it should be understood that these reports are not part of the Contract Documents. The Contractor shall have full responsibility with respect to subsurface conditions at the site. Technical data may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

If the Contractor desires subsurface investigation, it will be done at its expense, prior to bidding. If the Contractor has elected not to make subsurface investigation prior to bidding, Contractor shall not be entitled to any extra compensation due to conditions encountered.

PP. Existing Structures: Drawings of physical conditions in or relating to existing surface and subsurface structures which are at or contiguous to the site have been utilized by the Consultant or the Village in preparation of the Contract Documents. The Contractor may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as previously indicated, the Contractor shall have full responsibility with respect to physical conditions in or relating to such structures.

QQ. All agency permits attached are made a part of this Contract and shall be the Contractor's responsibility for all permit conditions.

RR. Indemnification: Subject to the provisions and monetary limitations of Sections 725.06 and 768.28, Florida Statutes, which limitations shall be applicable regardless of whether such provisions would otherwise apply, and to the extent permitted by law, Village and Contractor do hereby agree to indemnify and hold harmless the other, its officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the indemnifying party and persons employed or utilized by the said in the performance of the construction contract.

End of General Provisions Section

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2021-03

Project Name: Via Coconut Point & Williams Road Roundabout Landscape & Irrigation

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name: Albert O'Donnell, Pres.

Company Name: O'Donnell Landscapes, Inc.

Date: October 20, 2021

Bid No.: RFB 2021-03

NAMES & ADDRESSES OF OWNERS

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

Albert O'Donnell 22181 Kings Road, Estero, FL 33928
Patricia O'Donnell 22181 Kings Road, Estero, FL 33928

Bid No.: RFB 2021-03

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: RFB 2021-03 PROJECT NAME: Via Coconut Point & Williams Road

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

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

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

Company Name: O'Donnell Landscapes, Inc.

Signature Title Pres 10-20-21
Date

STATE OF FL
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 20th day of October 2021, by Albert O'Donnell, Pres. who has produced
(Print or Type Name)
Personally Known as identification.
(Type of Identification and Number)

Notary Public Signature

Notary Public State of Florida
Sarah Christensen
My Commission HH 072956
Expires 01/17/2025

Sarah Christensen
Printed Name of Notary Public

HH072956 / 01/17/2025
Notary Commission Number/Expiration

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

VILLAGE OF ESTERO, FLORIDA

MAJOR INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided*

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

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

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

$1,000,000 combined single limit (CSL)
$500,000 bodily injury per person
$1,000,000 bodily injury per accident
$500,000 property damage per accident

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

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

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

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Village Manager for review and approval. The certificate shall provide for the following:

   a. The certificate holder shall read as follows:
      The Village of Estero, Florida
      9401 Corkscrew Palms Circle
      Estero, Florida 33928
   b. *"The Village of Estero, Florida, its agents, employees, and public officials"* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

Client#: 12683 ODOLA

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2021

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

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

PRODUCER	CONTACT NAME: Guadalupe Gonzalez
Acrisure dba Gulfshore Ins SWF 4100 Goodlette Road N Naples, FL 34103 239 261-3646	PHONE (A/C, No, Ext): 239 435-7135 FAX (A/C, No): 239 213-2803 E-MAIL ADDRESS: ggonzalez@gulfshoreinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : FCCI Insurance Company	10178
INSURER B : Travelers Property Casualty Company	25674
INSURER C : Builders Mutual Insurance Company	10844
INSURER D : Monroe Guaranty Ins Co.	32506
INSURER E :	
INSURER F :	

INSURED: O'Donnell Landscapes, Inc.
4291 Williams Road
Estero, FL 33928

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GL10004870003	07/01/2021	07/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Oth Car	X	X	CA10002609103	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10000	X	X	CUP1S37588121NF	07/01/2021	07/01/2022	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WCP10730381	07/01/2021	07/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

RE: Williams Road Round-a-bout - Landscape and Irrigation Installation
The Villages of Estero, Florida, its agents, employees, and public officials are included as Additional Insured with respect to General Liability only as required by contract on a primary non-contributory basis per form CGL084 1013 including ongoing and completed operations. Umbrella follows form. These statements are subject to policy terms and conditions; where required by written contract.

CERTIFICATE HOLDER

The Villages of Estero, Florida
9401 Corkscrew Palms Circle
#101
Estero, FL 33928

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Brad A. Hansing

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ACORD 25 (2016/03) 1 of 1 The ACORD name and logo are registered marks of ACORD

#S1737374/M1707410 GMG17

POLICY: GL10004870003

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

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Insured Copy

COMMERCIAL GENERAL LIABILITY
CGL 088 (01 15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FIRST CHOICE CONTRACTORS LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Commercial General Liability Coverage Form, and will apply unless excluded by separate endorsement(s) to the Commercial General Liability Coverage Form.

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended as follows:

SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE is amended as follows:

1. **Extended "Property Damage"**

   Exclusion 2.a., Expected or Intended Injury, is replaced with the following:

   a. "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. **Non-owned Watercraft**

   Exclusion 2.g. (2) (a) is replaced with the following:

   (a) Less than 51 feet long; and

3. **Property Damage Liability – Borrowed Equipment**

   The following is added to Exclusion 2.j. (4):

   Paragraph (4) of this exclusion does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations. The most we will pay for "property damage" to any one borrowed equipment item under this coverage is $25,000 per "occurrence". The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured, whether primary, excess, contingent or on any other basis.

4. **Limited Electronic Data Liability**

   Exclusion 2.p. is replaced with the following:

   p. Electronic Data

      Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data" that does not result from physical injury to tangible property.

   The most we will pay under Coverage A for "property damage" because of all loss of "electronic data" arising out of any one "occurrence" is $10,000.

   We have no duty to investigate or defend claims or "suits" covered by this Limited Electronic Data Liability coverage.

   The following definition is added to **SECTION V – DEFINITIONS** of the Coverage Form:

   "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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For purposes of this **Limited Electronic Data Liability** coverage, the definition of "Property Damage" in **SECTION V – DEFINITIONS** of the Coverage Form is replaced by the following:

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it;

c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate "electronic data", resulting from physical injury to tangible property. All such loss of "electronic data" shall be deemed to occur at the time of the "occurrence" that caused it.

For purposes of this insurance, "electronic data" is not tangible property.

SECTION I – COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY is amended as follows:

Paragraph 2.e. Exclusions – the Contractual Liability Exclusion is deleted.

SECTION I – COVERAGES, the following coverages are added:

COVERAGE D. VOLUNTARY PROPERTY DAMAGE

1. Insuring Agreement

We will pay, at your request, for "property damage" caused by an "occurrence", to property of others caused by you, or while in your possession, arising out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. Exclusions

This insurance does not apply to:

"Property Damage" to:

a. Property at premises owned, rented, leased or occupied by you;

b. Property while in transit;

c. Property owned by, rented to, leased to, loaned to, borrowed by, or used by you;

d. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

e. Property caused by or arising out of the "products-completed operations hazard";

f. Motor vehicles;

g. "Your product" arising out of it or any part of it; or

h. "Your work" arising out of it or any part of it.

3. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. Cost Factor

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

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The insurance afforded under COVERAGE D is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

Coverage D covers unintentional damage or destruction, but does not cover disappearance, theft, or loss of use.

The insurance under COVERAGE D does not apply if a loss is paid under COVERAGE E.

COVERAGE E. CARE, CUSTODY OR CONTROL

1. **Insuring Agreement**

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" caused by an "occurrence", to property of others while in your care, custody, or control or property of others as to which you are exercising physical control if the "property damage" arises out of your business operations. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

2. **Exclusions**

   This insurance does not apply to:

   "Property Damage" to:

   a. Property at premises owned, rented, leased or occupied by you;

   b. Property while in transit;

   c. Premises you sell, give away, or abandon, if the "property damage" arises out of any part of those premises;

   d. Property caused by or arising out of the "products-completed operations hazard";

   e. Motor vehicles;

   f. "Your product" arising out of it or any part of it; or

   g. "Your work" arising out of it or any part of it.

3. **Deductible**

   We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. We will then pay the amount of loss in excess of $250 up to the applicable limit of insurance.

4. **Cost Factor**

   In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance afforded under COVERAGE E is excess over any other valid and collectible property or inland marine insurance (including the deductible applicable to the property or inland marine coverage) available to you whether primary, excess, contingent or any other basis.

The insurance under COVERAGE E does not apply if a loss is paid under COVERAGE D.

COVERAGE F. LIMITED PRODUCT WITHDRAWAL EXPENSE

1. **Insuring Agreement**

   a. If you are a "seller", we will reimburse you for "product withdrawal expenses" associated with "your product" incurred because of a "product withdrawal" to which this insurance applies.

      The amount of such reimbursement is limited as described in SECTION III - LIMITS OF INSURANCE. No other obligation or liability to pay sums or perform acts or services is covered.

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a. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because:

(1) You determine that the "product withdrawal" is necessary; or

(2) An authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse only those "product withdrawal expenses" which are incurred and reported to us within one year of the date the "product withdrawal" was initiated.

d. The initiation of a "product withdrawal" will be deemed to have been made only at the earliest of the following times:

(1) When you have announced, in any manner, to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to conduct a "product withdrawal" This applies regardless of whether the determination to conduct a "product withdrawal" is made by you or is requested by a third party;

(2) When you received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal; or

(3) When a third party has initiated a "product withdrawal" and you communicate agreement with the "product withdrawal", or you announce to the general public, your vendors or to your employees (other than those employees directly involved in making the determination) your decision to participate in the "product withdrawal", whichever comes first.

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain:

(1) The same "defect" will be deemed to have arisen out of the same "product withdrawal"; or

(2) A different "defect" will be deemed to have arisen out of a separate "product withdrawal" if newly determined or ordered in accordance with paragraph 1.b of this coverage.

2. Exclusions

This insurance does not apply to "product withdrawal" expenses" arising out of:

a. Any "product withdrawal" initiated due to:

(1) The failure of "your products" to accomplish their intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property.

(2) Copyright, patent, trade secret or trademark infringements;

(3) Transformation of a chemical nature, deterioration or decomposition of "your product", except if it is caused by:

(a) An error in manufacturing, design, processing or transportation of "your product"; or

(b) "Product tampering".

(4) Expiration of the designated shelf life of "your product".

b. A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

c. Recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

d. Recall of "your products" which have been banned from the market by an authorized government entity prior to the policy period.

e. The defense of a claim or "suit" against you for "product withdrawal expenses".

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3. For the purposes of the insurance afforded under COVERAGE F, the following is added to 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition under SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

e. Duties In The Event Of A "Defect" Or A "Product Withdrawal"

(1) You must see to it that we are notified as soon as practicable of any actual, suspected or threatened "defect" in "your products", or any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(a) How, when and where the "defect" was discovered;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

(2) If a "product withdrawal" is initiated, you must:

(a) Immediately record the specifics of the "product withdrawal" and the date it was initiated;

(b) Send us written notice of the "product withdrawal" as soon as practicable; and

(c) Not release, consign, ship or distribute by any other method, any product, or like or similar products, with an actual, suspected or threatened defect.

(3) You and any other involved insured must:

(a) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(b) Authorize us to obtain records and other information; and

(c) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this Coverage F, the following definitions are added to the Definitions Section:

a. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.

b. "Product tampering" is an act of intentional alteration of "your product" which may cause or has caused "bodily injury" or physical injury to tangible property.

When "product tampering" is known, suspected or threatened, a "product withdrawal" will not be limited to those batches of "your product" which are known or suspected to have been tampered with.

c. "Product withdrawal" means the recall or withdrawal of "your products", or products which contain "your products", from the market or from use, by any other person or organization, because of a known or suspected "defect" in "your product", or a known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property.

d. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below paid and directly related to a "product withdrawal":

(1) Costs of notification;

(2) Costs of stationery, envelopes, production of announcements and postage or facsimiles;

(3) Costs of overtime paid to your regular non-salaried employees and costs incurred by your employees, including costs of transportation and accommodations;

(4) Costs of computer time;

(5) Costs of hiring independent contractors and other temporary employees;

(6) Costs of transportation, shipping or packaging;

(7) Costs of warehouse or storage space; or

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(8) Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products; but "product withdrawal expenses" does not include costs of the replacement, repair or redesign of "your product", or the costs of regaining your market share, goodwill, revenue or profit.

e. "Seller" means a person or organization that manufactures, sells or distributes goods or products. "Seller" does not include a "contractor" as defined elsewhere in this endorsement.

The insurance under COVERAGE F does not apply if a loss is paid under COVERAGE G.

COVERAGE G. CONTRACTORS ERRORS AND OMISSIONS

1. Insuring Agreement

If you are a "contractor", we will pay those sums that you become legally obligated to pay as damages because of "property damage" to "your product", "your work" or "impaired property", due to faulty workmanship, material or design, or products including consequential loss, to which this insurance applies. The damages must have resulted from your negligent act, error or omission while acting in your business capacity as a contractor or subcontractor or from a defect in material or a product sold or installed by you while acting in this capacity. The amount we will pay for damages is described in SECTION III LIMITS OF INSURANCE.

We have no duty to investigate or defend claims or "suits" covered by this Contractors Errors or Omissions coverage.

This coverage applies only if the "property damage" occurs in the "coverage territory" during the policy period.

This coverage does not apply to additional insureds, if any.

Supplementary Payments – Coverage A and B do not apply to Coverage G. Contractors Errors and Omissions.

2. Exclusions

This insurance does not apply to:

a. "Bodily injury" or "personal and advertising injury".

b. Liability or penalties arising from a delay or failure to complete a contract or project, or to complete a contract or project on time.

c. Liability because of an error or omission:

(1) In the preparation of estimates or job costs;

(2) Where cost estimates are exceeded;

(3) In the preparation of estimates of profit or return on capital;

(4) In advising or failure to advise on financing of the work or project; or

(5) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

d. Any liability which arises out of any actual or alleged infringement of copyright or trademark or trade dress or patent, unfair competition or piracy, or theft or wrongful taking of concepts or intellectual property.

e. Any liability for damages:

(1) From the intentional dishonest, fraudulent, malicious or criminal acts of the Named Insured, or by any partner, member of a limited liability company, or executive officer, or at the direction of any of them; or

(2) Which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended.

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f. Any liability arising out of manufacturer's warranties or guarantees whether express or implied.

g. Any liability arising from "property damage" to property owned by, rented or leased to the insured.

h. Any liability incurred or "property damage" which occurs, in whole or in part, before you have completed "your work." "Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract or work order has been completed;

(2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service or maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as complete.

i. Any liability arising from "property damage" to products that are still in your physical possession.

j. Any liability arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:

(1) Providing engineering, architectural or surveying services to others; and

(2) Providing or hiring independent professionals to provide engineering, architectural or surveying services in connection with construction work you perform.

Professional services include the preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications. Professional services also include supervisory or inspection activities performed as part of any related architectural or engineering activities.

But, professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with construction work you perform.

k. Your loss of profit or expected profit and any liability arising therefrom.

l. "Property damage" to property other than "your product," "your work" or "impaired property."

m. Any liability arising from claims or "suits" where the right of action against the insured has been relinquished or waived.

n. Any liability for "property damage" to "your work" if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

o. Any liability arising from the substitution of a material or product for one specified on blueprints, work orders, contracts or engineering specifications unless there has been written authorization, or unless the blueprints, work orders, contracts or engineering specifications were written by you, and you have authorized the changes.

p. Liability of others assumed by the insured under any contract or agreement, whether oral or in writing. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. For the purposes of Coverage G, the following definition is added to the Definitions section:

a. "Contractor" means a person or organization engaged in activities of building, clearing, filing, excavating or improvement in the size, use or appearance of any structure or land. "Contractor" does not include a "seller" as defined elsewhere in this endorsement.

4. Deductible

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $250. The limits of insurance will not be reduced by the application of the deductible amount.

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We may pay any part or all of the deductible amount to effect settlement of any claim or "suit", and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

5. **Cost Factor**

In the event of a covered loss, you shall, if requested by us, replace the damaged property or furnish the labor and materials necessary for repairs thereto at your actual cost, excluding profit or overhead charges.

The insurance under COVERAGE G does not apply if a loss is paid under COVERAGE F.

COVERAGE H. LOST KEY COVERAGE

1. **Insuring Agreement**

We will pay those sums, subject to the limits of liability described in SECTION III LIMITS OF INSURANCE in this endorsement and the deductible shown below, that you become legally obligated to pay as damages caused by an "occurrence" and due to the loss or mysterious disappearance of keys entrusted to or in the care, custody or control of you or your "employees" or anyone acting on your behalf. The damages covered by this endorsement are limited to the:

a. Actual cost of the keys;

b. Cost to adjust locks to accept new keys; or

c. Cost of new locks, if required, including the cost of installation.

2. **Exclusions**

This insurance does not apply to:

a. Keys owned by any insured, employees of any insured, or anyone acting on behalf of any insured;

b. Any resulting loss of use; or

c. Any of the following acts by any insured, employees of any insured, or anyone acting on behalf of any insured:

1) Misappropriation;

2) Concealment;

3) Conversion;

4) Fraud; or

5) Dishonesty.

3. **Deductible**

We will not pay for loss in any one "occurrence" until the amount of loss exceeds $1,000. The limits of insurance will not be reduced by the application of the deductible amount.

We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

EXPANDED COVERAGE FOR TENANT'S PROPERTY AND PREMISES RENTED TO YOU

The first paragraph after subparagraph (6) in Exclusion j., Damage to Property is amended to read as follows:

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS – COVERAGE A and B is amended as follows:

All references to SUPPLEMENTARY PAYMENTS – COVERAGES A and B are amended to SUPPLEMENTARY PAYMENTS – COVERAGES A, B, D, E, G, and H.

1. **Cost of Bail Bonds**

   Paragraph 1.b. is replaced with the following:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. **Loss of Earnings**

   Paragraph 1.d. is replaced with the following:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

SECTION II – WHO IS AN INSURED is amended as follows:

1. **Incidental Malpractice**

   Paragraph 2.a.(1)(d) is replaced with the following:

   (d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to a nurse, emergency medical technician or paramedic employed by you to provide medical services, unless:

      (i) You are engaged in the occupation or business of providing or offering medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction; or

      (ii) The "employee" has another insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

2. **Broadened Who Is An Insured**

   The following are added to Paragraph 2.:

   Subsidiaries

   e. Your subsidiaries if:

      (1) They are legally incorporated entities; and

      (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy. If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

   Additional Insureds

   f. Any person or organization described in paragraphs g. through k. below whom you are required to add as an additional insured on this policy under a written contract or agreement in effect during the term of this policy, provided the written contract or agreement was executed prior to the "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured seeks coverage.

      However, the insurance afforded to such additional insured(s):

      (1) Only applies to the extent permitted by law;

      (2) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

      (3) Will not be broader than that which is afforded to you under this policy;

      (4) Is subject to the conditions described in paragraphs g. through k. below; and

      (5) Nothing herein shall extend the term of this policy.

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g. Owner, Lessor or Manager of Premises

If the additional insured is an owner, lessor or manager of premises, such person or organization shall be covered only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you and subject to the following additional exclusions:

(1) Any "occurrence" that takes place after you cease to occupy those premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

h. State or Governmental Agency or Subdivision or Political Subdivision – Permits or Authorizations

If the additional insured is the state or any political subdivision, the state or political subdivision shall be covered only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit or authorization. This insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

i. Lessor of Leased Equipment

If the additional insured is a lessor of leased equipment, such lessor shall be covered only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

j. Mortgagee, Assignee, or Receiver

If the additional Insured is a mortgagee, assignee, or receiver of premises, such mortgagee, assignee or receiver of premises is an additional insured only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

k. Vendor

If the additional insured is a vendor, such vendor is an additional insured only with respect to "bodily injury" or "property damage" caused by "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded to the vendor does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in absence of the contract or agreement.

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in "your product" made intentionally by the vendor;

(d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

i. The exceptions contained in Subparagraphs d. or f.; or

ii. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. Newly Formed or Acquired Organizations

Paragraph 3. is amended as follows:

a. Coverage under this provision is afforded until the end of the policy period.

d. Coverage A does not apply to product recall expense arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

SECTION III – LIMITS OF INSURANCE is amended as follows:

1. Paragraph 2. is replaced with the following:

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";

c. Damages under Coverage B;

d. Voluntary "property damage" payments under Coverage D;

e. Care, Custody or Control damages under Coverage E.; and

f. Lost Key Coverage under Coverage H.

2. Paragraph 5. is replaced with the following:

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

a. Damages under Coverage A;

b. Medical expenses under Coverage C;

c. Voluntary "property damage" payments under Coverage D;

d. Care, Custody or Control damages under Coverage E;

e. Limited Product Withdrawal Expense under Coverage F;

f. Contractors Errors and Omissions under Coverage G.; and,

g. Lost Key Coverage under Coverage H.

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

3. Paragraph 6. is replaced with the following:

6. Subject to Paragraph 5. above the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you,

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or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

The Damage to Premises Rented to You Limit is the higher of the Each Occurrence Limit shown in the Declarations or the amount shown in the Declarations as Damage To Premises Rented To You Limit.

4. Paragraph 7. is replaced with the following:

7. Subject to Paragraph 5. above, the higher of $10,000 or the Medical Expense Limit shown in the Declarations is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

5. Paragraph 8. is added as follows:

8. Subject to Paragraph 5. above, the most we will pay under Coverage D. Voluntary Property Damage for loss arising out of any one "occurrence" is $1,500. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $3,000.

6. Paragraph 9. is added as follows:

9. Subject to Paragraph 5. above, the most we will pay under Coverage E. Care, Custody or Control for "property damage" arising out of any one "occurrence" is $1,000. The most we will pay in any one-policy period, regardless of the number of claims made or suits brought, is $5,000.

7. Paragraph 10. is added as follows:

10. Subject to Paragraph 5. above, the most we will pay under Coverage F. Limited Product Withdrawal Expense for "product withdrawal expenses" in any one-policy period, regardless of the number of insureds, "product withdrawals" initiated or number of "your products" withdrawn is $10,000.

8. Paragraph 11. is added as follows:

11. Subject to Paragraph 5. above, the most we will pay under Coverage G. Contractors Errors and Omissions for damage in any one-policy period, regardless of the number of insureds, claims or "suits" brought, or persons or organizations making claim or bringing "suits" is $10,000.

For errors in contract or job specifications or in recommendations of products or materials to be used, this policy will not pay for additional costs of products and materials to be used that would not have been incurred had the correct recommendations or specifications been made.

9. Paragraph 12. is added as follows:

12. Subject to Paragraph 5. above, the most we will pay under Coverage H., Lost Key Coverage for damages arising out of any one occurrence is $50,000.

10. Paragraph 13. is added as follows:

13. The General Aggregate Limit applies separately to:

a. Each of your projects away from premises owned by or rented to you; or

b. Each "location" owned by or rented to you.

"Location" as used in this paragraph means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

11. Paragraph 14. is added as follows:

14. With respect to the insurance afforded to any additional insured provided coverage under this endorsement:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement; or

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b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

1. **Subparagraph 2.a. of Duties In The Event Of Occurrence, Offense, Claim, or Suit is replaced with the following:**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. This requirement applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager, if you are a limited liability company;

      (5) A person or organization having proper temporary custody of your property if you die;

      (6) The legal representative of you if you die; or

      (7) A person (other than an "employee") or an organization while acting as your real estate manager.

      To the extent possible, notice should include:

      (1) How, when and where the "occurrence" or offense took place;

      (2) The names and addresses of any injured persons and witnesses; and

      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

2. **The following is added to Subparagraph 2.b. of Duties In The Event Of Occurrence, Offense, Claim, or Suit:**

   The requirement in 2.b.applies only when the "occurrence" or offense is known to the following:

      (1) An individual who is the sole owner;

      (2) A partner or insurance manager, if you are a partnership or joint venture;

      (3) An "executive officer" or insurance manager, if you are a corporation;

      (4) A manager or insurance manager, if you are a limited liability company;

      (5) Your officials, trustees, board members or insurance manager, if you are a not-for-profit organization;

      (6) A person or organization having proper temporary custody of your property if you die;

      (7) The legal representative of you if you die; or

      (8) A person (other than an "employee") or an organization while acting as your real estate manager.

3. **The following is added to paragraph 2. of Duties in the Event of Occurrence, Offense, Claim or Suit:**

   e. If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by the Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs a., b., and c. above. However, you shall give written notice of this "occurrence" to us as soon as you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.

4. **Paragraph 6. is replaced with the following:**

   6. Representations

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By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

Any error or omission in the description of, or failure to completely describe or disclose any premises, operations or products intended to be covered by the Coverage Form will not invalidate or affect coverage for those premises, operations or products, provided such error or omission or failure to completely describe or disclose premises, operations or products was not intentional.

You must report such error or omission to us as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium charges or exercise our right of cancellation or nonrenewal.

5. The following is added to paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:

However, we waive any right of recovery we may have because of payments we make for injury or damage arising out of your ongoing operations or "your work" included in the "products-completed operations hazard" under the following conditions:

a) Only when you have agreed in writing to waive such rights of recovery in a contract or agreement;

b) Only as to the person/entity as to whom you are required by the contract to waive rights of recovery; and

c) Only if the contract or agreement is in effect during the term of this policy, and was executed by you prior to the loss.

6. Paragraph 10. is added as follows:

10. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the applicable state(s).

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POLICY NUMBER: GL10004870003

COMMERCIAL GENERAL LIABILITY
CGL 084 (10 13)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU – ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE (OPTIONAL)

Name of Additional Insured Persons or Organizations
(As required by written contract or agreement per Paragraph A. below.)

Locations of Covered Operations
(As per the written contract or agreement, provided the location is within the "coverage territory".)

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement in effect during the term of this policy that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above; and

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3. The particular person or organization, if any, scheduled above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" occurring after the execution of the contract or agreement described in Paragraph 1. above and caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf in the performance of your ongoing operations for the additional insured; or

3. "Your work" performed for the additional insured and included in the "products-completed operations hazard" if such coverage is specifically required in the written contract or agreement.

However, the insurance afforded to such additional insured(s) described above:

1. Only applies to the extent permitted by law;

2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured;

3. Will not be broader than that which is afforded to you under this policy; and

4. Nothing herein shall extend the term of this policy.

B. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

C. This insurance is excess over any other valid and collectible insurance available to the additional insured whether on a primary, excess, contingent or any other basis; unless the written contract or agreement requires that this insurance be primary and non-contributory, in which case this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.

D. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

E. **Section IV – Commercial General Liability Conditions** is amended as follows:

The Duties In The Event of Occurrence, Offense, Claim or Suit condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement must as soon as practicable:

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1. Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;

2. Send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions; and

3. Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement and agree to make available all such other insurance. However, this condition does not affect Paragraph C. above.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

F. This endorsement does not apply to any additional insured or project that is specifically identified in any other additional insured endorsement attached to the Commercial General Liability Coverage Form.

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POLICY NUMBER: CA10002609103

COMMERCIAL AUTO
CAU 058 (05 19)

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

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COMMERCIAL AUTO
CAU 058 (05 19)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO FIRST CHOICE COVERAGE ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

NOTE: The following are additions, replacements and amendments to the Business Auto Coverage Form, and will apply unless excluded by separate endorsement(s) to the Business Auto Coverage Form.

With respect to coverages provided by this endorsement, the provisions of the Business Auto Coverage Form apply unless modified by this endorsement.

The Business Auto Coverage Form is amended as follows:

SECTION II – COVERED AUTOS LIABILITY COVERAGE is amended as follows:

A. Paragraph **1. Who Is An Insured** in section **A. Coverage** is amended by the addition of the following:

d. Any legally incorporated subsidiary of yours in which you own more than 50% of the voting stock on the effective date of this coverage form. However, "insured" does not include any subsidiary that is an "insured" under any other liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance. In order for such subsidiaries to be considered insured under this policy, you must notify us of such subsidiaries within 60 days of policy effective date.

e. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain sole ownership or a majority interest. However, coverage under this provision:

(1) Does not apply if the organization you acquire or form is an "insured" under another liability policy or would be an "insured" under such a policy but for its termination or the exhaustion of its limits of insurance;

(2) Does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Is afforded only for the first 90 days after you acquire or form the organization or until the end of the policy period, whichever comes first.

f. Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

g. Any "employee" of yours using:

(1) a covered "auto" you do not own, hire or borrow, or a covered "auto" not owned by an "employee" or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or

(2) an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business. However, your "employee" does not qualify as an insured under this paragraph (2) while using a covered "auto" rented from you or from any member of the "employee's" household

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h. Your members, if you are a limited liability company, while using a covered "auto" you do not own, hire or borrow, while performing duties related to the conduct of your business or your personal affairs.

B. Paragraphs **(2)** and **(4)** under section **2. Coverage Extensions, a. Supplementary Payments** are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" solely at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Paragraph **5.** under section **B. Exclusions** is deleted and replaced by the following:

5. Fellow Employee

"Bodily injury" to:

a. Any fellow "employee" of the "insured" arising out of and in the course of a fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers or managers if the "bodily injury" results from the use of a covered "auto" you own, hire or borrow. Coverage is excess over any other collectible insurance; or

b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **a.** above.

SECTION III – PHYSICAL DAMAGE COVERAGE is amended as follows:

A. Paragraph **4. Coverage Extensions** under section **A. Coverage** is deleted and replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a total maximum of $1,500 for temporary transportation expense incurred by you due to covered loss to any covered auto. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after a loss and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for hired "autos";

(2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for hired "autos"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for hired "autos".

However, the most we will pay for any expenses for loss of use to any one vehicle is $75 per day, to a total maximum of $1,500.

B. The following is added to paragraph **4. Coverage Extensions** under section **A. Coverage**:

c. Fire Department Service Charge

When a fire department is called to save or protect a covered "auto", its equipment, its contents, or occupants from a covered cause of loss, we will pay up to $1,000 for your liability for fire department service charges assumed by contractor or agreement prior to loss.

No deductible applies to this additional coverage.

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d. Auto Loan/Lease Gap Coverage

The following provisions apply:

(1) If a long term leased "auto", under an original lease agreement, is a covered "auto" under this coverage form and the lessor of the covered "auto" is named as an additional insured under this policy, in the event of a total loss to the leased covered "auto", we will pay any unpaid amount due on the lease, less the amount paid under the Physical Damage Coverage Section of the policy; and less any:

(a) Overdue lease or loan payments including penalties, interest, or other charges resulting from overdue payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

(2) If an owned "auto" is a covered "auto" under this coverage form and the loss payee of the covered "auto" is named a loss payee under this policy, in the event of a total loss to the covered "auto", we will pay any unpaid amount due on the loan, less the amount paid under the Physical Damage Coverage Section of the policy; and less any;

(a) Overdue loan payments at the time of the "loss";

(b) Costs for extended warranties, Credit Life Insurance, Health Accident or Disability Insurance purchased with the loan; and

(c) Carry-over balances from previous loans.

C. Paragraph **3.** under section **B. Exclusions** is deleted and replaced by the following:

3. We will not pay for "loss" due and confined to:

a. Wear and tear, freezing, mechanical or electrical breakdown

b. Blowouts, punctures or other road damage to tires

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

However, this exclusion does not include the discharge of an airbag in a covered "auto" you own that inflates due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b and A.1.c.** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated

We will pay up to a maximum of $1,000 for any one "loss".

D. Section **D. Deductible** is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations subject to the following:

Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

(1) "Loss" caused by fire or lightning; and

(2) "Loss" arising out of theft of your vehicle if your vehicle is equipped with an active GPS tracking system.

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(3) Glass damage if repaired rather than replaced.

SECTION IV – BUSINESS AUTO CONDITIONS is amended as follows:

A. The following is added to paragraph **a.** under section **A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss**:

This duty applies when the "accident", claim, "suit" or "loss" is first known to:

(a) You, if you are an individual;

(b) A partner, if you are a partnership;

(c) An executive officer or insurance manager, if you are a corporation; or

(d) A member or manager, if you are a limited liability company.

B. Condition **5. Transfer of Rights of Recovery against Others to Us** under section **A. Loss Conditions** is deleted and replaced by the following:

5. Transfer of Rights of Recovery against Others to Us

If a person or organization to or for whom we make payment under this coverage form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing of such a waiver with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this coverage form.

C. The following is added to Condition **2. Concealment, Misrepresentation or Fraud** under section **B. General Conditions**:

However, if you unintentionally fail to disclose any hazards at the inception of your policy, we will not deny coverage under this coverage form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

D. Paragraph **b.** of Condition **5. Other Insurance** under section **B. General Conditions** is deleted and replaced by the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own;

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

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POLICY NUMBER: CA10002609103

COMMERCIAL AUTOMOBILE
CAU 082 (01 15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC INSURED – BUSINESS AUTO POLICY PRIMARY/NON-CONTRIBUTING WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement is subject to the terms, conditions, exclusions and any other provisions of the BUSINESS AUTO COVERAGE FORM or any endorsement attached thereto unless changes or additions are indicated below.

For the purpose of this endorsement, Section II.A.1. Who Is An Insured is amended by adding the following:

1. Any person or organization when you and such person have agreed in writing in a contract signed and executed by you prior to the loss for which coverage is sought, that such person or organization be added as an "insured" on your auto policy. Such person or organization shall be an "insured" to the extent your negligent actions or omissions impose liability on such "insured" without fault on its part.

2. This insurance is primary and non-contributory to other liability coverages of the person or organization being added to this policy as an "insured" when so required in a written contract or agreement that is executed prior to the loss for which coverage is sought.

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LEE COUNTY
CERTIFICATE OF COMPETENCY
(239) 533-8895

NAME: ALBERT ODONNELL
D/B/A O DONNELL LANDSCAPES INC
LICENSED FOR: Irrigation Sprinkler Cntr

COMP. NO.: LS 000036
NOT VALID AFTER: 09/30/2022

Signature of License Holder

City of Cape Coral
Certificate of Competency

9276
IRRIGATION SPRINKLER (LAWN)
Date Issued:05/19/2020

O'DONNELL ALBERT
O'DONNELL LANDSCAPES INC
Expiration Date: 09/30/2022

Collier County * City of Marco * City of Naples *
City of Everglades * Contractor Licensing

LANDSCAPING UNLIMITED CONTR.

Cert Nbr:	Exp:	Issuance Nbr:
C16724	09/30/2022	16724
State Nbr:	State Exp:	

O'DONNELL LANDSCAPES, INC.
ALBERT O DONNELL
4291 WILLIAMS RD.
ESTERO, FL 33928
Signed:

PASCO COUNTY
BUILDING CONSTRUCTION SERVICES DEPT.
CONTRACTOR LICENSING
CERTIFICATE OF COMPETENCY CARD

C.C. # LSS-09844
Name: ALBERT ODONNELL
Contractor Type: PC Irrigation
Business Name: ODONNELL LANDSCAPES INC

PASCO County Florida

HAVING MET THE COMPETENCY REQUIREMENTS FOR THE LICENSE TERM EXPIRING 09/30/2022

Signature

CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY
NOT VALID AFTER 09/30/2023

Lic Type: L LANDSCAPE COM
DBA: O'DONNELL LANDSCAPES INC
Lic Nbr: AAA-10-00009
ALBERT O'DONNELL
4291 WILLIAMS RD
ESTERO FL 33928

CHARLOTTE COUNTY LICENSING
CERTIFICATE OF COMPETENCY
NOT VALID AFTER 09/30/2023

Lic Type: L LAWN IRRIG
DBA: ODONNELL LANDSCAPES INC
Lic Nbr: AAA-10-00012
Albert O'Donnell
4291 WILLIAMS RD
ESTERO FL 33928

CONTRACTOR'S OPERATING CERTIFICATE
SARASOTA COUNTY
Registered Landscape Contractor
EXPIRES :9/30/22

LICENSE#
O'DONNELL, ALBERT
O'DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO FL 33928
USA

NAME,ADDRESS OR STATUS CHANGE MUST BE SENT TO THIS OFFICE WITHIN 30 DAYS
MAIL TO: PLANNING AND DEVELOPMENT SERVICES
BUSINESS CENTER
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34240
(941) 861-5214

Signature:

CONTRACTOR'S OPERATING CERTIFICATE
SARASOTA COUNTY
Registered Irrigation Specialty Contractor
EXPIRES :9/30/22

LICENSE#
O'DONNELL, ALBERT
O'DONNELL LANDSCAPES INC
4291 WILLIAMS RD
ESTERO FL 33928
USA

NAME,ADDRESS OR STATUS CHANGE MUST BE SENT TO THIS OFFICE WITHIN 30 DAYS
MAIL TO: PLANNING AND DEVELOPMENT SERVICES
BUSINESS CENTER
1001 SARASOTA CENTER BLVD
SARASOTA, FLORIDA 34240
(941) 861-5214

Signature:

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
O'DONNELL LANDSCAPES, INC.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4291 WILLIAMS ROAD

Requester's name and address (optional)

6 City, state, and ZIP code
ESTERO, FL 33928

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]

or

Employer identification number
6 5 - 0 3 0 1 1 5 9

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Patricia O'Donnell Seay Date ▶ 10/19/2021

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Cat. No. 10231X Form **W-9** (Rev. 12-2014)

Bid No.: RFB 2021-03

PUBLIC ENTITY CRIME FORM

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

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

by Albert O'Donnell, Pres. President
(*Print individual's name and title*)

for O'Donnell Landscapes, Inc.
(*Print name of entity submitting sworn statement*)

whose business address is 4291 Williams Road, Estero, FL 33928

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0301159

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

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

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

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

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

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

Bid No.: RFB 2021-03

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

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

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

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

(*Signature*)

October 20, 2021
(*Date*)

STATE OF FL
COUNTY OF LEE

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Albert O'Donnell, Pres.
(*Name of individual signing*)
who, after first being sworn by me, affixed his/her signature in the space provided above on this 20TH day of October, 2021

(NOTARY PUBLIC)

My Commission Expires: 01/17/2025

Notary Public State of Florida
Sarah Christensen
My Commission HH 072956
Expires 01/17/2025

Bid No.: RFB 2021-03

TRENCH SAFETY

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

	Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.	NONE				
B.					
C.					
D.					

TOTAL $_____

NONE

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

_____
(*Signature*)

_____
(*Company Name*)

STATE OF _____
COUNTY OF _____
The foregoing instrument was acknowledged before me this _____ day of _____ by _____ (*name and title of corporate officer*) of _____ (*name of corporation*), a _____ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (*type of identification*) as identification.

_____
(*signature line for notary public*)

_____
(*name of notary typed, printed or stamped*)

_____
(*title or rank*)

_____
(*serial number, if any*)

My commission expires:

_____

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we O'Donnell Landscapes, Inc

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, FCCI Inurance Company

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Florida
as Surety, hereinafter called the Surety, are held and firmly bound unto The Village of Estero,
9401 Corkscrew Palms Circle, Estero, FL 33928

(Here insert full name and address or legal title of Corporation

as Obligee, hereinafter called the Obligee, in the sum of
One Hundred Thirty Thousand Dollars ($130,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Via Coconut Point & William Road Roundabout Landscaping & Irrigation.

(Here insert full name and address description of project)

NOW THEREFORE, if the obligee shall accept the bid of the principal and the principal shall enter into Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 19th day of October 2021

(Witness)

(Principal) (Seal)

President
(Title)

FCCI Insurance Company

(Witness)

(Surety) (Seal)

6300 University Parkway, Sarasota, FL 34240

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Tyler Caron; Kim Ovaitte; Andrea Shaw; Brad Havemeier; Martin H. Watson; Trisha Horner; Patricia Armstrong; Morgan Miller

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $20,000,000.00): $20,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2023

Notary Public State of Florida Peggy Snow My Commission GG 283505 Expires 02/27/2023

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 19th day of October, 2021

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

1-IONA-3592-NA-04, 7/2021

Bid No.: RFB 2021-03

Scrutinized Companies Certification

1. This sworn statement is submitted with a bid, proposal, contract, or contract renewal RFB 2021-03 ___, for Via Coconut Point & Williams Road Roundabout **Project or contract number]** **[Project name]**

2. This sworn statement is submitted by O'Donnell Landscapes, Inc. whose **[Name of entity submitting sworn statement]**

   business address is 4291 Williams Road, Estero, FL 33928.

3. Federal Employer Identification Number (FEIN) is 65-0301159 (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

4. My name is Albert O'Donnell, Pres. and my relationship to the above is: **[Please print name of individual signing]**

   President & Owner of O'Donnell Landscapes, Inc.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AFFIANT

Albert O'Donnell, Pres.
Typed Name of AFFIANT

President
Title

STATE OF FL COUNTY OF LEE

The foregoing instrument was executed before me this 20TH day of October, 2021, by Albert O'Donnell, Pres. as President of O'Donnell Landscapes, Inc., who personally swore or affirmed that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced _____ as identification.

Notary Public State of Florida
Sarah Christensen
My Commission HH 072956
Expires 01/17/2025

NOTARY PUBLIC, State of FL

(stamp)

Bid No.: RFB 2021-03

VILLAGE OF ESTERO - BIDDERS CHECK LIST

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

✓ 1. The Solicitation has been signed and with corporate seal (if applicable).

✓ 2. The Solicitation prices offered have been reviewed (if applicable).

✓ 3. The price extensions and totals have been checked (if applicable). Inserted @ page 10 of 52

✓ 4. Substantial and final completion days inserted (if applicable).

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

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

✓ 7. All modifications have been acknowledged in the space provided.

✓ 8. All addendums issued, if any, have been acknowledged in the space provided.

✓ 9. Licenses (if applicable) have been inserted. after page 43 of 52 and before page 45

✓ 10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.

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

✓ 13. Any Delivery information required is included.

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

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

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

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

Company Name and Address:
O'Donnell Landscapes, Inc.
4291 Williams Road, Estero, FL 33928

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFB 2021-03 – Total Cost: $120,181. Details are attached.

WILLIAMS RD. / VIA COCONUT POINT ROUNDABOUT
LANDSCAPE DESIGN IMPROVEMENTS
BID FORM

ORIGINAL

Pay Item No.	Description	Unit	Quantity	Unit Cost	Total Cost
MISC-1	Mobilization	LS	1	$1,000.00	$1,000.00
MISC-2	Provide/Maintain As-Built Plans	LS	1	$1,000.00	$1,000.00
MISC-3	Maintenance of Traffic	LS	1	$6,000.00	$6,000.00
MISC-4	Sediment Barrier	LF	358	$5.00	$1,790.00
MISC-5	Inlet Protection	EA	5	$200.00	$1,000.00
MISC-6	Repair/Replace Directional Signage (as needed if damaged during installation)	LS	1	$1,000.00	$1,000.00
MISC-7	Clearing and grubbing (existing sod/weeds only)	SF	10,185	$0.20	$2,037.00
MISC-8	NPDES Permit	EA	1	$2,000.00	$2,000.00
MISC-9	Landsacpe Establishment (1-year)	EA	1	$10,000.00	$10,000.00
	LANDSCAPE PLANTING				$25,827.00
TR-1	Roystonea regia - CUBAN ROYAL PALM (10'-12'grey wood; min. 14'c.t.)	EA	7	$1,100.00	$7,700.00
TR-2	Serenoa repens silver - SAW PALMETTO	25 gal	16	$300.00	$4,800.00
TR-3	Serenoa repens silver - SAW PALMETTO	45 gal	8	$500.00	$4,000.00
SH-1	Clusia nana - DWARF CLUSIA	3 gal	422	$13.00	$5,486.00
SH-2	Crinum asiaticum "Queen Emma" - CRINUM LILY	2'-3' spr.	75	$20.00	$1,500.00
SH-3	Dietes Iridiodes WHITE AFRICAN IRIS	3 gal	342	$10.00	$3,420.00
SH-4	Rondeletia leucophylla - Panama Rose	3 gal	158	$10.00	$1,580.00
SH-5	Trachelospermum asiaticum minima- DWARF CONFEDERATE JASMINE **Rabbits**	1 gal	2,030	$5.00	$10,150.00
SH-6	Tripsacum floridanum - DWARF FAKAHATCHEE	1-3 gal	450	$4.75	$2,137.50
SH-7	Zamia floridana- COONTIE FERN	1 gal	271	$8.00	$2,168.00
EM-1	Bark Mulch **2" Organic Sheredded Deep + 1" Pine Straw**	CY	95	$50.00	$4,750.00
EM-2	Clean native sand (in place volume)	CY	608	$45.00	$27,360.00
EM-3	Composted Organics (in place volume)	CY	152	$85.00	$12,920.00
	LANDSCAPE PLANTING				$87,971.50
IR-1	Rain Bird 1812-PRS 15 Series MPR	EA	33	$45.00	$1,485.00
IR-2	Rain Bird 1812-PRS HE-VAN Series	EA	24	$45.00	$1,080.00
IR-3	Rain Bird 1400 Series Bubbler	EA	14	$40.00	$560.00
IR-4	Rain Bird PEB 1" Zone Valve	EA	1	$150.00	$150.00
IR-5	Rain Bird PEB 2" Zone Valve	EA	3	$225.00	$675.00
IR-6	PVC Class 200 SDR 21 - 3/4" Pipe (approx. Contractor to do own take off)	LF	795	$0.40	$318.00
IR-7	PVC Class 200 SDR 21 - 1" Pipe (approx. Contractor to do own take off)	LF	99	$0.50	$49.50
IR-8	PVC Class 200 SDR 21 - 1 1/4" Pipe (approx. Contractor to do own take off)	LF	50	$1.00	$50.00
IR-9	PVC Class 200 SDR 21 - 1 1/2" Pipe (approx. Contractor to do own take off)	LF	10	$1.00	$10.00
IR-10	PVC Class 200 SDR 21 - 2" Pipe (approx. Contractor to do own take off)	LF	137	$2.00	$274.00
IR-11	Rectangular Valve Box	EA	4	$40.00	$160.00
IR-12	Rain Bird SA Series Swing Assembly (length as needed)	EA	71	$1.00	$71.00
IR-13	Miscellaneous Items Not Individually listed includes but not limited to: elbows, risers, 2 wire runs, pull boxes, Mainline extensions/repairs, glue, coordination time with Edera maintenance company to test the system, etc. This line item is to include all items needed by the contractor to properly install a fully working system as diagramatically shown and specified on the supplied Irrigation Plan.	LS	1	$1,500.00	$1,500.00
	IRRIGATION TOTAL				$6,382.50
	PROJECT TOTAL - BASE BID				$120,181.00

Bid No.: RFB 2021-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFB 2021-03

Project Name: Via Coconut Point & Williams Road Roundabout Landscape & Irrigation

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name: Albert O'Donnell, Pres.

Company Name: O'Donnell Landscapes, Inc.

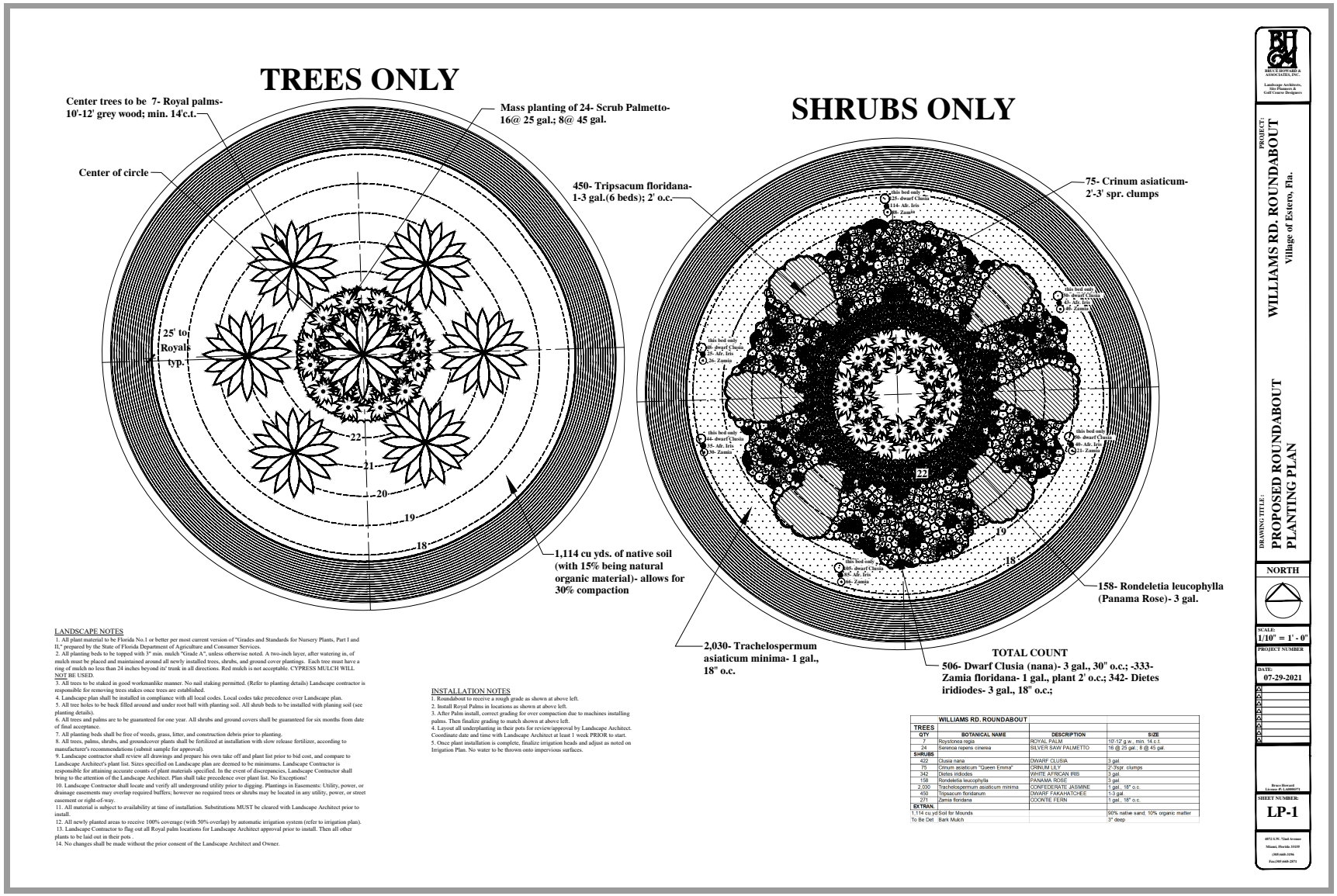
Date: October 20, 2021

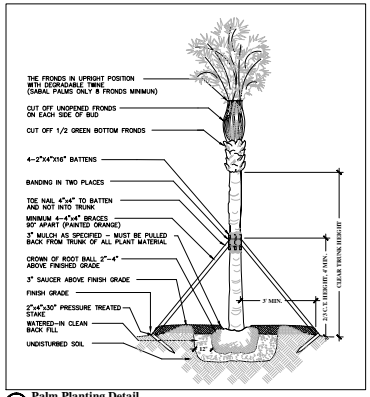
Bid No.: RFB 2021-03

NAMES & ADDRESSES OF OWNERS

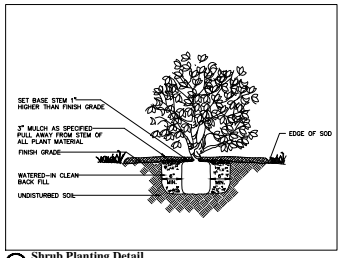
NOTE: Please list individuals; the listing of a corporation(s) is NOT acceptable.

Albert O'Donnell 22181 Kings Road, Estero, FL 33928
Patricia O'Donnell 22181 Kings Road, Estero, FL 33928

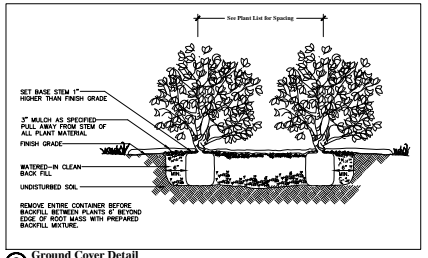

TREES ONLY
Center trees to be 7- Royal palms- 10'-12' grey wood; min. 14'c.t.
Mass planting of 24- Scrub Palmetto- 16@ 25 gal.; 8@ 45 gal.
Center of circle
25' to Royals typ.
22
21
20
19
18
1,114 cu yds. of native soil (with 15% being natural organic material)- allows for 30% compaction
SHRUBS ONLY
450- Tripsacum floridana- 1-3 gal.(6 beds); 2' o.c.
75- Crinum asiaticum- 2'-3' spr. clumps
158- Rondeletia leucophylla (Panama Rose)- 3 gal.
2,030- Trachelospermum asiaticum minima- 1 gal., 18" o.c.
TOTAL COUNT
506- Dwarf Clusia (nana)- 3 gal., 30" o.c.; -333- Zamia floridana- 1 gal., plant 2' o.c.; 342- Dietes iridiodes- 3 gal., 18" o.c.;
LANDSCAPE NOTES
1. All plant material to be Florida No.1 or better per most current version of "Grades and Standards for Nursery Plants, Part I and II," prepared by the State of Florida Department of Agriculture and Consumer Services.
2. All planting beds to be topped with 3" min. mulch "Grade A", unless otherwise noted. A two-inch layer, after watering in, of mulch must be placed and maintained around all newly installed trees, shrubs, and ground cover plantings. Each tree must have a ring of mulch no less than 24 inches beyond its' trunk in all directions. Red mulch is not acceptable. CYPRESS MULCH WILL NOT BE USED.
3. All trees to be staked in good workmanlike manner. No nail staking permitted. (Refer to planting details) Landscape contractor is responsible for removing trees stakes once trees are established.
4. Landscape plan shall be installed in compliance with all local codes. Local codes take precedence over Landscape plan.
5. All tree holes to be back filled around and under root ball with planting soil. All shrub beds to be installed with planing soil (see planting details).
6. All trees and palms are to be guaranteed for one year. All shrubs and ground covers shall be guaranteed for six months from date of final acceptance.
7. All planting beds shall be free of weeds, grass, litter, and construction debris prior to planting.
8. All trees, palms, shrubs, and groundcover plants shall be fertilized at installation with slow release fertilizer, according to manufacturer's recommendations (submit sample for approval).
9. Landscape contractor shall review all drawings and prepare his own take off and plant list prior to bid cost, and compare to Landscape Architect's plant list. Sizes specified on Landscape plan are deemed to be minimums. Landscape Contractor is responsible for attaining accurate counts of plant materials specified. In the event of discrepancies, Landscape Contractor shall bring to the attention of the Landscape Architect. Plan shall take precedence over plant list. No Exceptions!
10. Landscape Contractor shall locate and verify all underground utility prior to digging. Plantings in Easements: Utility, power, or drainage easements may overlap required buffers; however no required trees or shrubs may be located in any utility, power, or street easement or right-of-way.
11. All material is subject to availability at time of installation. Substitutions MUST be cleared with Landscape Architect prior to install.
12. All newly planted areas to receive 100% coverage (with 50% overlap) by automatic irrigation system (refer to irrigation plan).
13. Landscape Contractor to flag out all Royal palm locations for Landscape Architect approval prior to install. Then all other plants to be laid out in their pots.
14. No changes shall be made without the prior consent of the Landscape Architect and Owner.
INSTALLATION NOTES
1. Roundabout to receive a rough grade as shown at above left.
2. Install Royal Palms in locations as shown at above left.
3. After Palm install, correct grading for over compaction due to machines installing palms. Then finalize grading to match shown at above left.
4. Layout all underplanting in their pots for review/approval by Landscape Architect. Coordinate date and time with Landscape Architect at least 1 week PRIOR to start.
5. Once plant installation is complete, finalize irrigation heads and adjust as noted on Irrigation Plan. No water to be thrown onto impervious surfaces.
WILLIAMS RD. ROUNDABOUT
TREES
QTY | BOTANICAL NAME | DESCRIPTION | SIZE
7 | Roystonea regia | ROYAL PALM | 10'-12' g.w., min. 14 c.t.
24 | Serenoa repens cinerea | SILVER SAW PALMETTO | 16 @ 25 gal., 8 @ 45 gal.
SHRUBS
422 | Clusia nana | DWARF CLUSIA | 3 gal.
75 | Crinum asiaticum "Queen Emma" | CRINUM LILY | 2'-3'spr. clumps
342 | Dietes iridodes | WHITE AFRICAN IRIS | 3 gal.
158 | Rondeletia leucophylla | PANAMA ROSE | 3 gal.
2,030 | Trachelospermum asiaticum minima | CONFEDERATE JASMINE | 1 gal., 18" o.c.
450 | Tripsacum floridanum | DWARF FAKAHATCHEE | 1-3 gal.
271 | Zamia floridana | COONTIE FERN | 1 gal., 18" o.c.
EXTRAS
1,114 cu yd | Soil for Mounds | | 90% native sand, 10% organic matter
To Be Det. | Bark Mulch | | 3" deep
BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Golf Course Designers
PROJECT:
WILLIAMS RD. ROUNDABOUT
Village of Estero, Fla.
DRAWING TITLE:
PROPOSED ROUNDABOUT PLANTING PLAN
NORTH
SCALE:
1/10" = 1' - 0"
PROJECT NUMBER
DATE:
07-29-2021
SHEET NUMBER:
LP-1



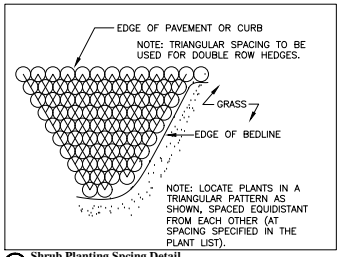
1 **Palm Planting Detail**
SCALE: N.T.S.



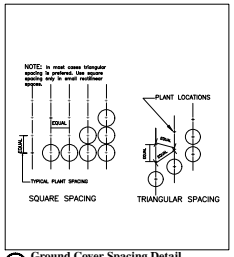
2 **Shrub Planting Detail**
SCALE: N.T.S.



3 **Ground Cover Detail**
SCALE: N.T.S.



4 **Shrub Planting Spcing Detail**
SCALE: N.T.S.



5 **Ground Cover Spacing Detail**
SCALE: N.T.S.

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Golf Course Designers

PROJECT:
WILLIAMS RD. ROUNDABOUT
Village of Estero, Fla.

DRAWING TITLE:
PLANTING DETAILS

NORTH

SCALE:
AS SHOWN

PROJECT NUMBER

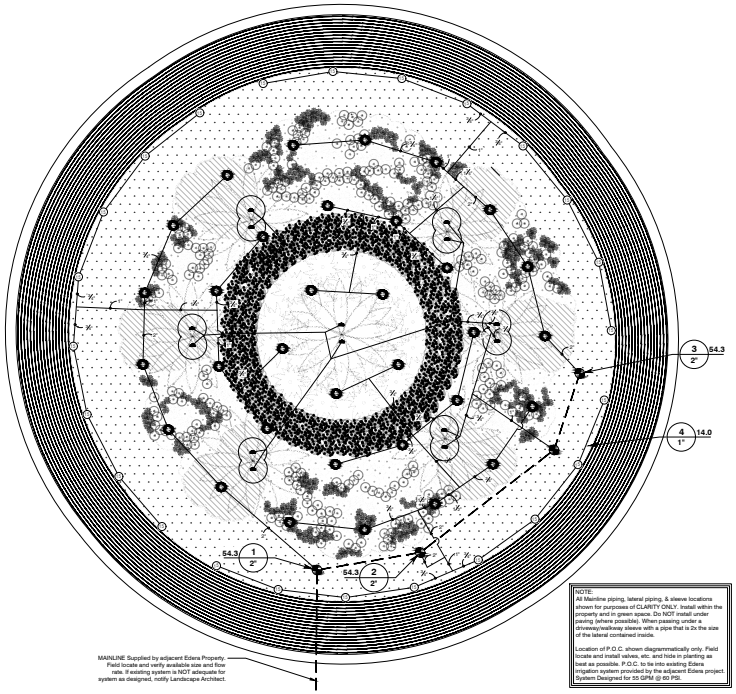
DATE:
07-29-2021

1	
2	
3	
4	
5	
6	

Bruce Howard License # LA0001071

SHEET NUMBER:
LP-2

6972 S.W. 72nd Avenue
Miami, Florida 33143
(305) 668-3196
Fax (305) 668-2971



NOTE:
All Mainline piping, lateral piping, & sleeve locations shown for purposes of CLARITY ONLY. Install within the property and in green space. Do NOT install under paving (where possible). When passing under a driveway/walkway sleeve with a pipe that is 2x the size of the lateral contained inside.

Location of P.O.C. shown diagrammatically only. Field locate and install valves, etc. and hide in planting as best as possible. P.O.C. to tie into existing Edera irrigation system provided by the adjacent Edera project System Designed for 55 GPM @ 60 PSI.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird 1812-PRS 15 Series MPR Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet. With Pressure Regulating Device.	33
	Rain Bird 1812-PRS-HE-VAN Series Shrub Spray 12.0" Pop-Up Sprinkler with Co-Molded Wiper Seal. Side and Bottom Inlet. 1/2" NPT Female Threaded Inlet. With Pressure Regulating Device.	24
	Rain Bird 1400 Series Bubbler Fixed flow rate (0.25-2.0GPM), full circle bubbler, 1/2" flex PVC as shown in detail B.	14

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY
	Rain Bird PEB 1" 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability. Globe Configuration.	1
	Rain Bird PEB 2" 1", 1-1/2", 2" Plastic Industrial Valves. Low Flow Operating Capability. Globe Configuration.	3

NOTE: Pipe quantities shown based on diagramatic plan, contractor to do own take-off.

Irrigation Lateral Line: PVC Class 200 SDR 21 3/4"	794.0 l.f.
Irrigation Lateral Line: PVC Class 200 SDR 21 1"	98.5 l.f.
Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/4"	49.9 l.f.
Irrigation Lateral Line: PVC Class 200 SDR 21 1 1/2"	10.2 l.f.
Irrigation Lateral Line: PVC Class 200 SDR 21 2"	136.9 l.f.
Irrigation Mainline:	existing

Valve Callout
Valve Number
Valve Flow
Valve Size

INSTALLER TO NOTE:

1. POC AND MAINLINE RUN ARE PART OF THE EDERA PROPERTY IRRIGATION SYSTEM. THESE ARE SHOWN IN A GENERAL LOCATION AND ARE TO BE FIELD LOCATED PRIOR TO INSTALLATION OF ANY PORTION OF THIS DESIGN. FAILURE TO COORDINATE THIS INFORMATION PRIOR TO BID DOESN'T RELIEVE THE CONTRACTOR FROM BEING RESPONSIBLE TO PROVIDE A COMPLETE SYSTEM IN PERFECT WORKING ORDER.
2. THE PLAN MAY NOT INCLUDE ALL MATERIALS. THIS DOESNT RELIEVE THE CONTRACTOR FROM BEING RESPONSIBLE TO PROVIDE A COMPLETE SYSTEM IN PERFECT WORKING ORDER.
3. VERIFY THE LOCATION OF THE EDERA SPRINKLER CONTROLLER AND CONNECTION POINTS FOR 2 WIRE SYSTEM.
4. THE DEVELOPER IS RESPONSIBLE FOR THE COST OF BUILDING PERMITS. EDERA TO SUPPLY MAINLINE. 2 WIRE CONNECTION POINT, & ACCESS TO CONTROL CLOCK TO SCHEDULE ZONE RUN TIMES. THIS SYSTEM MUST BE INSTALLED BEFORE STARTING THIS PROJECT.
5. THE CONTRACTOR WILL COMMENCE WORK AFTER THE PLANS & SITE HAVE BEEN FOUND FREE FROM CONFLICTS AND AFTER RECEIVING APPROVAL FROM THE LANDSCAPE ARCHITECT/OWNER.

UNDERGROUND CABLE LOCATE
Call: TOLL FREE
1-800 432-4770
OR
811
TWO WORKING DAYS BEFORE YOU DIG

GENERAL IRRIGATION NOTES

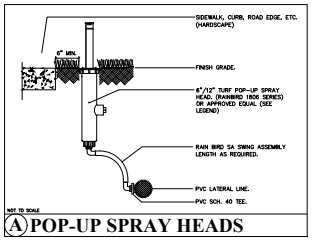
1. HIGH POP-UP SPRAYS TO BE UTILIZED AS REQUIRED IN PLANTING BEDS WHERE SPRAY HEAD IS IN LOW PLANTING OR GROUND COVER (MATURE PLANT HEIGHT IS 1" – 18").
2. CHANGES IN HEAD PLACEMENT OR SUBSTITUTION SHOULD ALWAYS BE DONE SWING INTO CONSIDERATION:
   A. MAINTAINING A CONSTANT AMOUNT OF WATER ON MAINTENANCE OF THE PLANT MATERIAL.
   B. MAINTAINING A CONSTANT AND EVEN DISTRIBUTION AND PRECIPITATION RATE. (NEVER INSTALL BUBBLERS AND SPRAYS ON THE SAME ZONE).
   C. THE SPACING BETWEEN HEADS SHALL NOT EXCEED 50% OF THE DIAMETER FOR HEADS SPACED ON A SQUARE PATTERN OR 60% OF THE DIAMETER FOR HEADS SPACED ON A TRIANGULAR PATTERN.
3. POP–UP SPRINKLER HEADS SHALL BE INSTALLED:
   A. 4" TO 6" FROM THE EDGE OF CURB OR SIDEWALK.
   B. FLUSH WITH FINISH GRADE.
4. AUTOMATIC CONTROL TIMER LOCATION TO BE VERIFIED WITH ADJACENT EDERA PROJECT. POWER SHALL BE PROVIDED BY OTHERS. CONTROL WIRES SHALL BE #14 HOT AND #14 COMMON UF–DIRECT BURIAL IRRIGATION. CONTRACTOR SHALL INSTALL (2) EXTRA CONTROL WIRES (THE ENTIRE LENGTH OF MAINLINE) FOR POSSIBLE FUTURE USE. ANY CONTROL WIRES NOT INSTALLED WITH THE MAINLINE SHALL BE INSTALLED IN (2") SCH. 40 GREY ELECTRICAL CONDUIT.
5. PIPE SIZE (LATERAL PIPE) SHALL NOT EXCEED FIVE FEET PER SECOND (SEE CHART):
   3/4" 0–8 GPM; 1" 10–16 GPM; 1–1/4" 17–26 GPM; 1–1/2" 27–35 GPM; 2" 36–55 GPM
6. FIELD ALTERATIONS MADE IN THE IRRIGATION CONTRACT DRAWING MUST BE IN THE BEST INTEREST OF THE PLANT MATERIAL. IRRIGATION SYSTEM CHANGES MADE BY THE IRRIGATION CONTRACTOR WHICH ARE DEEMED, BY THE ARCHITECT AND/OR OWNER, NOT TO BE IN CONFORMITY WITH THIS CRITERIA WILL BE REMOVED AND REPLACED AT THE IRRIGATION CONTRACTOR'S EXPENSE. IF A QUESTION SHOULD ARISE AS TO THE BEST WAY TO COMPLETE A FIELD ALTERATION, CONTACT THE ARCHITECT AND/OR OWNER FOR APPROVAL.
7. THE CONTRACTOR SHALL STAKE OUT THE LOCATION OF EACH RUN OF PIPE, SPRINKLER HEADS, SPRINKLER VALVES PRIOR TO TRENCHING. TRENCHES FOR PIPE SHALL BE CUT TO REQUIRED GRADE LINES, AND COMPACTED TO PROVIDE ACCURATE GRADE AND UNIFORM BEDDING FOR THE FULL LENGTH OF THE LINE. THE BOTTOM OF TRENCHES SHALL BE FREE OF ROCK OR OTHER SHARP EDGED OBJECTS. MINIMUM COVER SHALL BE AS FOLLOWS: PRESSURE MAINLINE 36" AT TOP OF PIPE TO FINISH GRADE; LATERAL PIPING 12" AT TOP OF PIPE FROM FINISH GRADE.
8. INITIAL BACKFILL ON PVC LINE SHALL BE PULVERIZED NATIVE FREE SOIL, FREE OF FOREIGN MATTER, WITHIN RADIUS OF 4" OF PIPE SHALL BE CLEAN SOIL OR SAND. PLANT LOCATIONS SHALL TAKE PRECEDENCE OVER SPRINKLER AND PIPE LOCATIONS. THE CONTRACTOR SHALL COORDINATE THE PLACING OF SPECIMEN TREES AND SHRUBS WITH THE ROUTING OF LINES AND FINAL HEAD LOCATIONS.
9. THE IRRIGATION AND LANDSCAPE CONTRACTORS SHALL COORDINATE THE PLACEMENT OF THE SPRINKLER EQUIPMENT AND LANDSCAPE MATERIAL WITHIN THE PLANTED AREAS. THE IRRIGATION CONTRACTOR SHALL INSTALL HIS MATERIAL AT THE EDGE OF THE PLANTED AREAS AVOIDING PLANTS, ROOT BALLS, LIGHTS, BOLLARDS, FENCES, ETC.
10. BEFORE SPRINKLER HEADS ARE SET, THE CONTRACTOR SHALL FLUSH THE LINES THOROUGHLY TO MAKE SURE THERE IS NO FOREIGN MATTER IN THE LINES. THE CONTRACTOR SHALL FLUSH THE MAIN LINES FROM DEAD END FITTINGS FOR A MINIMUM OF FIVE MINUTES UNDER A FULL HEAD OF PRESSURE.
11. OPEN CUTS IN ASPHALT, WALKS AND/OR TRENCHES MUST BE PROTECTED FROM VEHICLE AND PEDESTRIAN TRAFFIC AT ALL TIMES. IT WILL BE THE IRRIGATION CONTRACTORS RESPONSIBILITY TO BARRICADE AND DIVERT TRAFFIC.
12. THE INSTALLER SHALL PROVIDE A COMPLETE SET OF REPRODUCIBLE RECORD DRAWINGS, COMPLETE WITH MEASUREMENTS TO POINTS OF REFERENCE FROM ALL VALVES AND DIRECTIONAL CHANGES IN THE ROUTING OF THE MAINLINE, AS WELL AS PERIODIC OFFSET MEASUREMENTS FOR THE MAINLINE. THE RECORD DRAWING SHALL ALSO INCLUDE LOCATIONS OF ANY ROUTES NOT RUN IN THE SAME TRENCH AS THE MAINLINE. ALL OTHER COMPONENTS OF THE IRRIGATION SYSTEM SHALL BE DONE BY THE SAME METHOD (GATE VALVES, WIRE SPLICES ETC.).
13. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING SEQUENCING OF CONTROL VALVES WITH EDERA STAFF UTILIZING MAXIMUM WATER FLOW CAPABILITIES AND MINIMUM SURGE IN PIPE.
14. INSTALLER SHALL BE RESPONSIBLE FOR OBTAINING ALL REQUIRED UTILITY LOCATES, PERMITS AND INSPECTIONS CONNECTED WITH THIS WORK.

IRRIGATION NOTES

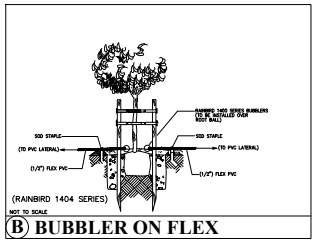
1. The automated irrigation system is a zoned system using potable water (or lower quality if available). If system is reuse water, purple pipe, caps, etc. are to be used in system.
2. All landscaped areas, will be adequately sleeved for irrigation if needed.
3. A moisture (rain) sensor will be included in the master irrigation system and located adjacent to site on the Edera property so that it will receive direct rainfall, not impeded by other objects.
4. The irrigation system will be designed to eliminate the application of water to impervious areas, including roads, sidewalks and other impervious areas.
5. The irrigation system shall provide for 100% coverage and a minimum of 50% overlap of spray areas.

THE DRAWINGS ARE TO BE CONSIDERED DIAGRAMATIC, AS IT MAY NOT BE POSSIBLE TO ACCURATELY DEPICT THE EXACT LOCATIONS FOR ALL MATERIAL, OR ANTICIPATE THOSE IN–FIELD VARIATIONS WHICH MAY REQUIRE ADJUSTMENT ON SITE. THE INSTALLER SHALL ESTABLISH THE EXACT LOCATIONS OF COMPONENTS TO ENSURE A PROPERLY AND COMPLETE AND WORKING SYSTEM WITHOUT DEVIATION FROM THE DESIGN CONCEPTS OR INTENT. THE FINAL LOCATIONS OF ALL MAJOR EQUIPMENT, SUCH AS CONTROLLERS, VALVES, SUPPLY CONNECTIONS, MANIFOLDS, ETC. SHALL BE DETERMINED IN THE FIELD, USING THE DRAWINGS AS A GUIDE, AND APPROVED PRIOR TO INSTALLATION.

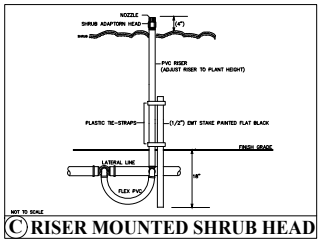
ALL WORK SHALL BE DONE IN ACCORDANCE WITH PREVAILING CODES AND REGULATIONS. WHENEVER THERE IS EVIDENCE THAT MAY BE CONSIDERED IN THE PREPARATION OF THE DOCUMENTS TO AVOID CONFLICTS, THE RESPONSIBILITY FOR VERIFICATION AND CONFORMANCE TO THE PARTICULAR CODES FOR THIS LOCATION SHALL REMAIN SOLELY THAT OF THE INSTALLER. THE INSTALLER SHALL OBTAIN ANY NECESSARY LOCATES, PERMITS AND INSPECTIONS.



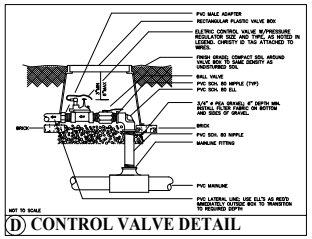
A POP-UP SPRAY HEADS



B BUBBLER ON FLEX



C RISER MOUNTED SHRUB HEAD



D CONTROL VALVE DETAIL

BRUCE HOWARD & ASSOCIATES, INC.
Landscape Architects, Site Planners & Golf Course Designers

PROJECT:
WILLIAMS RD. ROUNDABOUT
Village of Estero, Fla.

DRAWING TITLE:
PROPOSED ROUNDABOUT IRRIGATION PLAN

NORTH

SCALE:
1/10" = 1' - 0"

PROJECT NUMBER

DATE:
07-29-2021

A	
A	
A	
A	
A	
A	

Bruce Howard
License # LA0000371

SHEET NUMBER:
LI-1

6972 S.W. 72nd Avenue
Miami, Florida 33143
(305) 668-3196
Fax (305) 668-2972

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:

US 41 & Three Oaks Northern Monument Sign Construction Plans & Permitting Contract

Description:

At the September 22, 2021 Council Meeting, The Village Council approved a contract with DRMP, Inc. to design and permit monument signs along US 41 and Three Oaks Parkway, at the Village's southern boundary. At this meeting Council also directed staff to move forward with the design and permitting of the two northern signs along US 41 and Three Oaks Parkway.

The attached contract with DRMP, Inc. includes identifying monument sign locations, preparing construction plans, and gaining permit approvals from FDOT and Lee County to install monuments sign along US 41 and Three Oaks Parkway.

Action Requested:

Approve award of Supplemental Task Authorization (STA) - 02 Contract EC 2020-72 with DRMP, Inc. to provide Construction Plan and Permitting services for Village of Estero monument signs under the Village's Misc. Service Contract CN 2020-01 for a not to exceed contract amount of $79,990.

Also approve a contingency fund amount of $8,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact:

Fiscal impact is $87,990 which includes the contract amount of $79,990 plus a 10% contingency of $8,000.

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

Attachments:

1. Location Map
2. DRMP, Inc Contract

Monument Sign Location Map
San Carlos Park
Pine Chase Rd
Estero Pkwy
Estero Pkwy
CASCADES
Tamiami Trail
Tamiami Trail
Three Oaks Pkwy
Three Oaks Pkwy
41
93
Google Earth
4000 ft
N

Misc. Professional Services

EC 2020-72

STA No. 02

Project Name: US 41 & Three Oaks Parkway North Monument Sign Construction Plans

Consultant: DRMP, Inc.

Village of Estero Contract No.: EC2020-72

Village of Estero Account Number: _____

Brief Description: Prepare construction and obtain permits for Village of Estero monument signs along US 41 and Three Oaks Parkway at the north end of the Village.

Total Fees: $79,990.00

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services for the Fees identified in Exhibit B – Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-72.

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

Attachments:
Exhibit A/B – Scope of Services & Fees

DRMP, INC.

PRINCIPALS
Lawrence L. Smith, Jr.
Wayne D. Chalifoux
Donaldson K. Barton, Jr.
Glenn J. Lusink
Jon S. Meadows
Mark D. Prochak
Mark E. Puckett

1404 Dean St, Suite 101 | Fort Myers, Florida 33901
Phone: 239.206.5093 | Fax: 407.896.4836

October 29, 2021

Mr. David Willems, PE
Village of Estero
Public Works
9401 Corkscrew Palms Circle
Estero, Florida 33928

Subject: **Proposal for Southbound US-41 & Three Oaks Parkway Monument Sign Services**
Village of Estero, Florida

Dear Mr. Willems:

DRMP, Inc. (DRMP) is pleased to provide the Village of Estero (Village) the following proposal for professional services related to the installation of two monument signs within public Rights of Way (ROW) adjacent to the northern border of the Village at Three Oaks Parkway and US-41. This proposal outlines our Project Understanding, Scope of Services and Terms and Conditions

PROJECT UNDERSTANDING
DRMP understands the scope of this project is to assist the Village with the design and specifications for the procurement, permitting, and installation of two monument signs at the Village limits within Lee County ROW along Three Oaks Parkway and Florida Department of Transportation (DOT) ROW along US-41. We understand the sings are intended to be installed facing southbound traffic, but the final locations have not yet been determined. Conceptually, each monument sign is approximately 5' tall by 5' wide, made of aluminum, and finished with a textured paint and stone veneer base. The lettering is internally illuminated with LED's and the foundation is to be frangible. We understand the intention is for these signs to be identical to the pair that are to be installed at the southern borders of the Village as a separate project. As such, the structural engineering for the signs should be identical. Variations will require additional structural engineering effort and additional compensation and these fees have been included in this proposal.

We are aware of the unique criteria for each jurisdictional body and their specific requirements for the placement of each sign, roadside versus median. We understand the Village will contract with Vitalink to prepare and distribute artwork for the signs and approve non-structural shop drawing submittals. We understand the Village will contract with a landscape architect to prepare landscaping plans and associated lighting and irrigation plans. We have included coordination for this effort.

SCOPE OF SERVICES
DRMP has developed the following task-oriented scope of services based on our understanding of the project's design phase submittal process. DRMP's scope of services will include the following tasks:

TASK I: COORDINATION
DRMP will perform preliminary data collection and analysis on the locations as intended in the project understanding. The details for these tasks are further described as follows:

- Hold meeting with Village, Vitalink, and Village's landscape architect;
- Install one mockup monument sign (canvas or vinyl banner, corrugated plastic, or similar) at each location and provide appropriate pedestrian MOT. Mockup is provided by others to DRMP for installation and monitoring. Coordinate with FDOT for temporary MOT. Mockup sign will be in place for two hours while council and/or stakeholders drive by to observe the location and proportions. Additional mock up reviews may require additional compensation;
- Attend up to three meetings with Village Staff to determine final locations for each sign.
- Allowance for up to 15 hours of coordination for redesign of sign, should the Village desire to modify the design. Village (via Vitalink or other graphics company) to provide graphics, scaling, sizes etc. DRMP to provide structural design.
- Hold pre-application meetings with Lee County DOT, FDOT, and Village of Estero;
- Preliminary research on existing utility information at sign locations to identify potential conflicts;
- Recommendations to Village and Design Team as needed.

OFFICES
Boca Raton, Florida
Cary, North Carolina
Charlotte, North Carolina
Chipley, Florida
Fort Myers, Florida
Gainesville, Florida
Jacksonville, Florida
Lakeland, Florida
Melbourne, Florida
Mooresville, North Carolina
Orlando, Florida
Panama City, Florida
Pensacola, Florida
Stockbridge, Georgia
Tallahassee, Florida
Tampa, Florida

1.833.811.3767
www.DRMP.com

TASK II: SURVEY
DRMP will prepare the following deliverables (Subconsultant's proposal enclosed):

- FDOT ROW Survey;
- Lee County DOT ROW Survey;
- Digital terrain models at both sign locations.

TASK III: PERMITTING AND CONSTRUCTION DOCUMENTS
Using the current concept (changes to the concept may require additional compensation), and in accordance with the directive outcomes from the meetings with the Jurisdictional Bodies, DRMP will prepare the following deliverables:

- FDOT Permit Plan Set;
- FDOT ROW Use Permit Application;
- LDOT Permit Plan Set;
- LDOT ROW Use Permit Application;
- Village of Estero Limited Development Order at each location (if required);
- Construction plans, including civil and structural work;
- Maintenance of Traffic Plans for each sign location;
- Specifications for sign, foundation, and other required work;
- Prepare Estimate of Probable Cost;
- Structural Design: Includes two designs.
- Geotechnical Investigation (Subconsultant's proposal enclosed):
    - Soil Evaluation: Drill appropriate soil borings to evaluate subsurface conditions to design foundation;
    - Foundation Design: based on structural loading of the monument sign and soil evaluation, prepare appropriate footing for monument sign;
- Subsurface Utility Engineering: identify and resolve locations of conflicting subsurface utilities within the ROW. It is anticipated that this task is limited to coordination with service providers and utilities to relocate buried infrastructure as needed.

TASK IV: UTILITIES RELOCATION
Due to the monument sign locations not being finalized at this time, the effort required to relocate them is unknown, if at all required. This task is meant to cover the fees associated with coordination and design to relocate utilities, should it be required.ng, and progress meetings;

- Review of final sign locations and offer expert opinions on cost/benefit/timing analysis and whether the signs should be relocated based on these considerations.
- Coordination efforts with utilities to review and approve relocation;
- Preparation of required construction plans to perform the work.

TASK V: BID ASSISTANCE AND CONSTRUCTION ADMINISTRATION

- Assistance with the preparation of the Invitation to Bid;
- Attendance at pre-bid, project kickoff meeting, and progress meetings;
- Respond to bidder questions and issue responses to requests for information;
- Assistance with bid evaluation and making a recommendation of award;
- Review of civil & structural shop drawings and RFI's during construction;
- Periodic site inspections;
- Attendance at Substantial Completion and Final Completion meetings;
- Permit certifications and preparation of as-builts.

ADDITIONAL SERVICES (Not part of this contract)
If the Village desires to change or expand upon the above services, an additional fee may be negotiated. Scope and fee will be agreed upon prior to further work on the project. Scope specifically not included:

- Landscape Architecture
- Additional iterations of the conceptual design as described above
- Offsite improvements
- Easement legal descriptions

- Right of Way or property acquisition
- Traffic Counts
- Lighting/Photometric Plans
- Concurrency and/or Zoning work
- Additional requests from jurisdictions for items that have not been included in the scope of services
- Additional agency Requests for Information (RAI) beyond those described above
- Additional meetings and negotiations beyond those specifically addressed

Public entity or jurisdictional agency fees are to be paid directly by the Village prior to obtaining approvals or permits. DRMP has no control over the procedures of public entities or jurisdictional agencies, and therefore, cannot guarantee timing and outcome of permit applications and/or entitlements related to this project.

SCHEDULE

DRMP is available to commence work immediately upon receipt of a notice to proceed (NTP) and will coordinate with the Village on a final schedule showing the projected tasks and milestones to accomplish the work. Typical timeframes for projects such as this are approximately four to six weeks, depending upon jurisdictional meeting availability and subconsultant schedules.

COMPENSATION SUMMARY AND TERMS

The following summarizes the fees and billing terms as proposed by DRMP for the Scope of Services as presented herein:

Fee Schedule			
Scope of Service Task		**Terms**	**Fee**
I	COORDINATION WITH DESIGN TEAM AND JURISDICTIONAL BODIES	NTE	$ 13,020.00
II	SURVEY	NTE	$ 6,040.00
III	PERMITTING AND CONSTRUCTION DOCUMENTS	NTE	$ 41,700.00
IV	UTILITIES RELOCATION	NTE	$ 9,310.00
V	BID ASSISTANCE AND CONSTRUCTION ADMINISTRATION	NTE	$ 9,920.00
Total			**$ 79,990.00**

The above fees for the Scope of Services will be performed per the terms stated above. Additional services or meetings, other than described above, upon request of the Village will be invoiced hourly, consistent with Exhibit A, enclosed with this proposal.

We appreciate the opportunity to provide you with this proposal and look forward to providing our services in the successful completion of this project. Should you have any questions regarding the contents of this proposal or if we can be of further assistance in any way, please do not hesitate to contact us at your convenience.

This Scope of Services and Fee Schedule are hereby submitted by:

DRMP, Inc.

Paul Benvie, P.E.
Office Leader

Enclosure(s): Exhibit "A" - Hourly Rate Schedule
Survey Subconsultant Proposal
Geotechnical Subconsultant Proposal

DRMP

EXHIBIT "A"
Effective February 8, 2021

Headquarters
941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | Fax: 407.896.4836

Administrative/Office Support	Rate
Administrative Support I	$55.00
Administrative Support II	$65.00
Administrative Support III	$75.00
Administrative Support IV	$85.00
Senior Administrative Support	$115.00
Senior Administrative Supervisor	$120.00
Administrative Department Manager	$160.00
Reproduction Support	$60.00
Information Systems I	$95.00
Information Systems II	$105.00
Graphic Design	
Graphic Designer I	$55.00
Graphic Designer II	$75.00
Graphic Designer III	$120.00
Technical Writing	
Technical Writer I	$50.00
Technical Writer II	$65.00
Technical Writer III	$85.00
Engineering	
Engineering Technician I	$55.00
Engineering Technician II	$65.00
Engineering Technician III	$70.00
Engineering Technician IV	$80.00
Engineering Technician V	$90.00
Engineer I	$90.00
Engineer II	$95.00
Engineer III	$100.00
Engineer IV	$105.00
Engineer V (P.E.)	$120.00
Engineer VI (P.E.)	$135.00
Engineer VII (P.E.)	$150.00
Engineer VIII (P.E.)	$170.00
Chief Engineer I (P.E.)	$190.00
Chief Engineer II (P.E.)	$250.00
Environmental	
Environmental Scientist I	$70.00
Environmental Scientist II	$90.00
Environmental Scientist III	$110.00
Chief Environmental Scientist	$125.00
Senior Ecologist	$160.00
GIS	
GIS Technician	$65.00
GIS Analyst I	$75.00
GIS Analyst II	$90.00
GIS Analyst III	$125.00
GIS Senior Project Manager	$180.00
CEI	
Inspector I	$62.00
Inspector II	$76.00
Senior Inspector I	$90.00
Senior Inspector II	$106.00
Contract Support Specialist	$120.00
Project Administrator I	$135.00
Inspection Manager/Proj. Admin II	$170.00
Resident Engineer	$195.00
NBIS - Bridge Inspection	
NBIS Engineer	$200.00
NBIS Team Leader	$155.00
NBIS Team Member	$80.00
Public Relations	
Public Relations I	$95.00

Expert Witness	Rate
Expert Witness Research	$145.00
Expert Witness Testimony	$250.00
Geomatics / Survey & Mapping	
2-Person Survey Crew	$165.00
3-Person Survey Crew	$200.00
4-Person Survey Crew	$255.00
Survey CADD / Technician	$95.00
Surveyor in Training / Technician II	$105.00
Surveyor in Training / Technician III	$110.00
Professional Surveyor & Mapper	$145.00
Surveyor Project Manager	$175.00
Senior Professional Survey & Mapper	$220.00
Chief Surveyor & Mapper	$245.00
Unmanned Autonomous System (UAS)	
Unmanned Autonomous System (UAS) Operator	$140.00
Unmanned Autonomous System (UAS) Technician	$85.00
Unmanned Autonomous System (UAS) Lidar Unit	$1,500.00
Static Terrestrial Lidar	
3 Person Crew	$180.00
4 Person Crew	$220.00
5 Person Crew	$285.00
Mobile LIDAR Unit / Daily Rate	$4,500.00
Ground Penetrating Radar (GPR) Services	
GPR Technician Crew	$120.00
2-Person GPR/Concrete Imaging Crew	$185.00
Subsurface Utility Engineering (SUE)	
1-Person Utility Designate	$120.00
2-Person Utility Designate/Locate Crew	$185.00
3-Person Vacuum Excavation S.U.E. Crew	$240.00
4-Person Vacuum Excavation S.U.E. Crew	$285.00
S.U.E. Project Manager	$145.00
Utility Locate Technician	$100.00
Senior SUE Tech	$120.00
Planning	
Planner I	$75.00
Planner II	$85.00
Planner III	$100.00
Planner IV	$115.00
Senior Planner I	$125.00
Senior Planner II	$140.00
Senior Planner III	$165.00
Designers	
Designer I	$100.00
Designer II	$110.00
Designer III	$120.00
Designer IV	$130.00
Designer V	$140.00
Management	
Project Manager I	$95.00
Project Manager II	$100.00
Project Manager III	$110.00
Senior Project Manager I	$150.00
Senior Project Manager II	$180.00
Senior Project Manager III	$200.00
Senior Project Manager IV	$275.00
Supervising Engineer	$180.00
Department Managers I	$190.00
Department Managers II	$220.00
Division Managers I	$240.00
Division Managers II	$285.00
Principals	$360.00

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

October 22, 2021

Paul Benvie, PE
DRMP, Inc.
1404 Dean Street
Suite 101
Fort Myers, FL 33901
239-206-5107
pbenvie@drmp.com

Re: Estero Village Signs Topo / Specific Purpose Surveys

Thank you for the opportunity to provide pricing for the above property for professional surveying service. Dagostino Geospatial, Inc. (DGI) has been providing our services for over 20 years and have earned the respect of many clients. We are pleased to provide the following estimate for this project as follows:

We propose providing with a surveying services for the above referenced areas:

1) US 41 at the north Village of Estero line.
    a. Perform a topographic survey of the existing right of way from the village line, 100' north to a point 200' south. From the median of the northbound lane to the easterly right of way line of US 41.
    b. If underground utilities are evident, DGI will locate these also and show on this Specific Purpose Survey.
2) Three Oaks Parkway at the north Village of Estero line.
    a. Perform a topographic survey of the existing right of way from the village line, 100' north to a point 200' south. From the median of the northbound lane to the easterly right of way line of Three Oaks Parkway (per Lee County DOT).
    b. If underground utilities are evident, DGI will locate these also and show on this Specific Purpose Survey.

All data will be acquired in Florida West Coordinate system with elevations in NAVD 1988 datum.

The fee for these two surveys will be $5550.00.

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

Anything additional not listed will be billed on an hourly basis.

All the best,

Donald G. Miller, PSM

Signature constitutes written notice to proceed with the above referenced project at the fees outlined.

PRINTED NAME PHONE NUMBER

SIGNATURE DATE

(239) 352-6085 | 10981 Bonita Beach Rd SE, Bonita Springs, FL 34135 | DagGeo.com

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

STANDARD TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

1. **Services Performed by Dagostino Geospatial, Inc. (DGI).** DGI agrees to perform the services set forth on the accompanying Proposal for Professional Services (“proposal”), attached hereto and incorporated herein by this reference ("services") in accordance with the proposed time schedule, subject to item 12 (delays) below.

2. **Compensation by Client.** Client agrees to financially compensate DGI for said services according to the terms of payment stipulated upon the proposal.

3. **Property**. The property upon which the services hereinafter described are to be performed is as described upon the proposal ("the property"). Current tax mapping and tax listing documents may be attached and hereby incorporated by reference.

4. **Documents Provided by Client**. - Client agrees to provide DGI with all documents readily available to them to assist in identifying the ownership, location and condition of the property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for DGI the authorization of the owner(s) to enter upon the subject and adjoining properties for the purpose of conducting DGI's work thereon.

5. **Ownership of Work Product**. Client acknowledges that all original papers, documents, maps, surveys, and other work product of DGI, and copies thereof, produced by DGI pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of DGI and that DGI has the unrestricted right to use any such work product for any purpose whatsoever without the consent of Client. Client further acknowledges that Client's right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.

6. **Use of Work Product**. Client agrees not to use or permit any other person to use maps, exhibits, legal descriptions, surveys, or other work product ("work product") prepared by DGI, except for the following purpose: *Work product is for the exclusive use of client.* Client further agrees that the work product prepared by DGI may not be altered or reproduced in any way nor used on any other project or for any purpose other than as specifically authorized herein by DGI.

7. **Copyright**. The parties agree that all protections of the United States and Florida copyright laws shall be applicable to the work product to the benefit of DGI, including common law and statutory law, whether such work product actually is so copyrighted, and without regard to whether or not such copyright actually applies to such work product.

8. **Billing**. All fees and other charges attributable to this Agreement will be billed by DGI monthly and shall be due and payable by Client within thirty (30) days of the time of billing at the address of DGI listed upon the proposal unless otherwise specified in this Agreement. Client agrees to pay a monthly late payment charge of one (1%) per month commencing thirty (30) days; after the date of the billing.

DAGOSTINO GEOSPATIAL
Surveying & Mapping Services

9. **Suspension or Termination of Performance**. In addition to any other rights DGI may have for default of Client, if Client fails to pay DGI within thirty (30) days after invoices are rendered, Client agrees DGI shall have the right to consider such default in payment a material breach of this Agreement, and, upon written notice, the duties, obligations, and responsibilities of DGI under this Agreement may be suspended or terminated at DGI's sole option.

10. **Additional Services**. Client agrees that if services not specified in this Agreement are provided at Client's request, Client shall timely pay for all such services as extra work at the current billing rates set forth by DGI at the time such services are provided.

11. **Completion of Services**. DGI has the right to complete all services requested by client pursuant to this agreement. In the event that this agreement is terminated before the completion of all services, unless DGI is responsible for such termination, Client agrees to release DGI from all liability for services performed. In the event that all or any portion of the services by DGI are suspended, abandoned, or otherwise terminated, Client shall pay DGI all compensation for services provided prior to termination.

12. **Delays**. DGI is not responsible for delays caused by activities or factors beyond DGI's control, including but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of nature, acts of terror, failure of Client to timely furnish information or approve or disapprove DGI's work, or faulty performance by Client or others, including contractors and governmental agencies.

13. **Limits of Liability**. Client agrees to limit the liability of DGI, it's principals, employees and sub consultants, to Client for any claim or action arising in tort, contract, or strict liability, to the amount of DGI's compensation under this agreement.

PURSUANT TO FLORIDA STATE STATUTE 558.0035 (DESIGN PROFESSIONALS; CONTRACTUAL LIMITATION ON LIABILITY), AN INDIVIDUAL EMPLOYEE OR AGENT OF DAGOSTINO GEOSPATIAL, INC., INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

14. **Arbitration.** All claims, disputes, and other matters in question arising out of or relating to this Agreement shall be submitted to binding arbitration and the parties hereto agree to execute and/or obtain the execution of all documents as may be necessary to submit such matters to arbitration. Unless otherwise agreed by the parties, said arbitration shall be in accordance with the rules and regulations of the American Arbitration Association.

15. **Contractual Lien to Secure Payment**. Client grants to DGI a contractual lien in addition to all constitutional, statutory, and equitable liens that may exist, on the property and all improvements thereon to secure payment of all compensation due DGI by Client as provided herein. Client grants DGI the authority and right to file a copy of this Agreement in the Records of the County where the property is located to give notice of DGI's lien rights.

16. **Insurance**. DGI maintains worker's compensation, vehicle liability, general liability, and professional liability insurances. Certificates of insurances shall be made available to Client upon request.

17. **Governing Law**. This Agreement shall be construed and enforced in accordance with the laws of Florida.

18. **Entire Agreement of Parties.** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement.

19. **Special Provisions.** None stipulated by Client or DGI

(239) 352-6085 | 10981 Bonita Beach Rd SE, Bonita Springs, FL 34135 | DagGeo.com

ECS Florida, LLC

Proposal for Subsurface and Geotechnical Exploration

Estero Monument Signs – Three Oaks

24040 S Tamiami Trail
Bonita Springs, FL 34134

ECS Proposal Number 60:1444-A-GP
October 20, 2021

ECS FLORIDA, LLC "Setting the Standard for Service"
Geotechnical • Construction Materials • Environmental • Facilities

October 20, 2021

Mr. Paul Benvie
DRMP
1404 Dean Street, Suite 101
Fort Myers, FL 33901

ECS Proposal No. 60:1444-A-GP

Reference: Proposal for Subsurface Exploration and Geotechnical Engineering
Estero Monument Sign – Three Oaks
24040 S Tamiami Trail, Bonita Springs, FL 34134

Dear Mr. Benvie:

As requested, ECS Florida, LLC (ECS) is pleased to present the following lump sum proposal for providing subsurface exploration and geotechnical engineering services for the proposed sign installation located near Bonita Springs, FL. In preparing this proposal, we have had the opportunity to review the parcel information provided by your office. We have also reviewed the available geologic and geotechnical information in our files for the general site vicinity.

PROJECT DESCRIPTION

The project site consists of drilling in a right of way of Three Oaks Parkway. ECS understands that the pavement will not need to be cut and drilling can take place in the grass or planters.

ECS should be provided with a utility plan as well as final loading information with any changes prior to finalizing our report in order to confirm our assumptions and foundation recommendations.

In order to provide an efficient evaluation of the subsurface conditions within limits of the proposed development, we propose a subsurface exploration consisting of Standard Penetration Test (SPT) soil borings. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section. The scope of services proposed for this subsurface exploration and geotechnical engineering analysis is given in the following section.

SCOPE OF SERVICES

Our integrated services will include drilling of SPT soil borings by drill crews under our direct supervision, laboratory testing of representative soil samples for pertinent engineering properties, and various engineering analyses preparation of an engineering report. We propose to perform a total of 2 borings. The borings will be extended to the proposed depth of 10 feet below the existing ground surface, unless auger refusal causes it to be terminated at a more shallow depth. If we are successful in this proposal, we understand the locations of the borings will be provided to us by the design team. Upon completion

13850 Treeline Ave, Suite 4, Fort Myers, FL 33913 • T: 239-236-7511 • F: 239-239-0972 • www.ecslimited.com
ECS Florida, LLC • ECS Midwest, LLC • ECS Mid-Atlantic, LLC • ECS Southeast, LLC • ECS Southwest, LLP

of drilling operations, the samples will be returned to our laboratory in Fort Myers, Florida for further identification and testing. Our proposed scopes of field and laboratory services are as follows:

FIELD EXPLORATION

a. Obtain required permits and locations of public utilities.
b. Field locate borings by referencing existing site features and available plans. Elevations may be interpolated from civil drawings and/or referenced from published topographical maps.
c. Mobilize a large, truck mounted drilling rig to the site.
d. Scan subsurface for existing utilities using Ground Penetrating Radar (GPR)
e. Perform borings to the following depths below existing grade:
    - 2 Standard Penetration Test (SPT) boring to a depth of 10 feet at the proposed sign locations.
f. Perform Standard Penetration Test (SPT) tests at standard intervals within the borings for engineering analysis. In general, SPT's will be performed at two-foot intervals in the first ten feet and at five-foot intervals thereafter, where applicable.
g. Measure depth of groundwater with each boring at time of drilling and prior to plugging/grouting.
h. Grout the boreholes with lean cement.

LABORATORY TESTING

The laboratory services to be performed for the project are anticipated to consist of the following for soil classification purposes (As Needed):

a. Perform natural moisture tests.
b. Perform gradation analysis tests (wash sieve).
c. Perform Atterberg Limits and Organic Content Tests (if plastic clays or organic laden soils are encountered)

REPORT

Upon completion of testing and engineering analysis, we will prepare a written engineering report that presents our findings and recommendations. The final project layout and structural design were not provided at the time this proposal was prepared. The engineering report will include the following items:

a. Information on site conditions including surface drainage, geologic information, and special site features.
b. Description of the field exploration and laboratory tests performed.
c. Final log of the soil boring and records of the field exploration per the standard practice of geotechnical engineers. A site location plan will be included, and the results of the laboratory tests will be plotted on the final boring logs.
d. Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as engineered fill. We will also include compaction requirements and suitable material guidelines.
e. (Optional) Recommended allowable soil bearing pressure for conventional shallow foundations (spread footings) and estimates of predicted foundation settlement based on assumed structural loadings.
f. Recommendations for additional testing and/or consultation that might be required to complete the geotechnical assessment and related engineering for this project.

ECS ADVANTAGES

In addition to the standard services many local geotechnical engineering firms provide, ECS has distinguished itself on multiple disciplines to allow us to "Set the Standard of Service" for you, our clients. Most notably:

- **Experience**. ECS has established an extensive subsurface database for all local geologies, allowing us to economically price subsurface explorations and offer the most appropriate techniques initially, not after the first phase of testing is complete.
- **Technology**. ECS utilizes Global Positioning System (GPS) services to accurately locate borings in the field. This technology allows us to control the responsiveness of our subsurface exploration and ultimately our report deadlines, versus relying on other firms to locate borings.
- **Expertise**. ECS has in-house geotechnical and geophysical testing. These services include vibration monitoring, pile driving analyzer (PDA) testing, pressuremeter testing, site classification for seismic design, seismic refraction (rock surface studies), ground penetrating radar (GPR), and electrical resistivity imaging (ERI) services.

FEE

ECS will provide our geotechnical services outlined in this proposal for a lump sum fee of **$6,500.00** The lump sum fee for geotechnical services includes private utility location services (GPR), MOT, drilling and permitting in accordance with Lee County and FDOT regulations. Foundation recommendations can be provided for an additional fee of **$500.00**.

We have assumed the site is relatively accessible by an all-terrain drill rig and will not require clearing to access the boring locations. Actual existing site and subsurface conditions may present unforeseen conditions that must be resolved in real-time to avoid costly change orders, such as drilling stand-by-time or inspection over-time. Acceptance of this proposal is considered authorization for ECS to direct field personnel on your behalf to maintain the required standard of care and minimize cost impacts. During drilling operations, below grade soils may require additional depth. The cost for additional drilling & grouting will be added to your invoice at a rate of $15/ft. Subsurface conditions may require casing to the borehole to keep it open and accessible during testing. If casing is necessary, a fee of $20/ft. will be added to the invoice. Should clays be encountered, it may be required to retrieve a Shelby Tube sample for clay consolidation testing. The additional cost associated with Shelby Tube sampling and Consolidation Testing of Clay soils ranges from $700 of $850 per test, depending on the depth of retrieval. Should the cost of these other additional services exceed the greater of $500 or 15% of the lump sum fees, we will contact you (or assigned representative) for written authorization for those additional services.

SCHEDULE

In preparing this proposal, we have assumed that the client will assist in the coordination of our access to the site with the current site owners/occupants. We schedule drilling within two business days of receipt of this executed proposal, we anticipate being able to mobilize drill rigs to the site within approximately a week after scheduling.

We anticipate that the drilling operations will require about one day, and that the laboratory testing, after drilling is completed, will require about two days. Therefore, for scheduling purposes, the entire scope should take about two weeks from executed proposal through final report submission. Verbal comments on findings can be provided within three days of completion of the borings, if requested.

UTILITY CLEARANCE AND SITE RESTORATION

We will contact Sunshine State One Call to locate underground utilities at the site; however, our experience indicates that One Call will not locate utilities beyond the point of distribution (meters or gauge points) on private property. We will coordinate our test boring/pit locations in order to avoid any underground utilities indicated by the Sunshine One Call locating system. However, we will not be responsible for any private utilities not pointed out to us by the land owner or client prior to drilling activities.

Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had past success in avoiding utility conflicts by augmenting the One Call services with a private utility locator service. Private utility locator services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include but not be limited to most sanitary sewer alignments,

copper or PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Where a private locator service identifies a potential risk that is not traceable through conventional methods, ECS will notify the client immediately and work to resolve the issue. Additional costs related to the resolution of these potential utility conflicts will be invoiced out per our unit rates, as identified in this proposal, or as negotiated and approved at the time of the occurrence.

Upon completion of subsurface exploration drilling/test pitting, we will backfill each of the excavations with the excavated soil and mound the excess spoil back up over the test location. In pavement areas, we will patch the asphalt surface with a cold mix asphalt patch of an equivalent or greater thickness of asphalt. Typically, we will not provide site restoration beyond what is outlined above unless specifically contracted. Alternatively, we will remove excess spoils from job sites and dispose of them in an approved manner for a negotiated fee.

Please note that some disturbance to off-pavement/gravel covered the surface areas, including the possible cutting of trees, running over of brush and understory in wooded areas might occur. We will attempt to minimize such disturbance; however, we have not budgeted for site restoration of the site including filling of tire ruts, seeding of lawn areas, or the planting of trees. If necessary, additional site restoration can be provided at an additional cost.

CLOSING

If other items are required because of unexpected field conditions or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding the extent of our exploration program, you would be informed of our intentions for both your review and authorization.

Our "Terms and Conditions of Service," which are included as an attachment to this letter, is an integral part of our proposal. These conditions represent the current recommendations of the ASFE Professional Firms Practicing in the GeoSciences, the Consulting Engineers' Council, and the Geo-Institute of the American Society of Civil Engineers.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us. We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully submitted,

ECS Florida, LLC

Matt Robertson, P.E.
Geotechnical Engineer
Registered FL No. 87399
MRobertson@ecslimited.com

David Spangler, P.E.
Principal Geotechnical Engineer
Registered FL No. *58770*
DSpangler@ecslimited.com

Enclosures: Proposal Acceptance Sheet
Terms and Conditions of Service

ECS Florida, LLC

Proposal No.: 60:1444-GP
Scope of Work: Subsurface and Geotechnical Exploration
Location: 23911 Amalfi Coast Road
Geotechnical Services Estimate: $6,500.00
(Optional) Foundation Recommendations: $500.000 ☐ **Yes** ☐ **No**

Client Signature: _____ Date: _____

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. of Contact Person: _____
Party Responsible for Payment: _____
Company Name: _____
Person/Title _____
Department: _____
Billing Address: _____
_____
_____
Telephone Number: _____
Fax Number: _____
Client Project/Account Number: _____
Special Conditions for Invoice: _____
Submittal and Approval: _____

ECS offers a full array of services to assist you with *all* phases of your project, including but not limited to:

☐ *Phase I, II and III Environmental Site Assessments*	☐ *Third Party Mechanical, Electrical, Plumbing Inspections Services*	☐ *Building Envelope, Roofing, and Waterproofing Inspection and Consultation*
☐ *Archaeological Assessments*	☐ *Geotechnical Engineering Services*	☐ *Pre- and Post-Construction Condition Assessments*
☐ *Wetlands Delineations*	☐ *Construction Materials Testing*	☐ *Specialty Materials and Forensics Testing*
☐ *Asbestos/Lead Paint Services*	☐ *Septic/Drainfield Design Services*	
☐ *Indoor Air Quality Mold Services*	☐ *LEED® Consulting Services*	

Please indicate any of the services you are interested in and a member of the ECS team will contact you to discuss how we can be of service to your project.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:

Estero on the River Phase 1 Design Contract

Description:

The Village of Estero owns approximately 66.75 acres of property between US 41 and the railroad tracks, north of Corkscrew Road. The Estero River runs through the center of the property.

The attached contract with Ensite, Inc. will provide design and permitting services for the first phase of improvements on the property. Improvements are proposed to include a trail loop, pedestrian bridge crossing of the Estero River and parking lot/trail head. The structure design and planning for the bridge will be completed by another company under a separate contract.

Action Requested:

Approve award of Supplemental Task Authorization 1 to Contract EC 2020-58 to Ensite, Inc. to provide professional services to The Village of Estero under the Village's Misc. Services Contract CN 2020-01 for $370,400.

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

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

Financial Impact:

The financial impact is $407,400 which includes the contract amount of $370,400 plus a 10% contingency of $37,000.

Funding for this project will be from the Estero on the River Improvements budget of $1,000,000.

Attachments:

1. Ensite Contract
2. Ownership Disclosure
3. Project Location Map

Misc. Professional Services

EC 2020-58

STA No. 01

Project Name: Estero on the River Phase 1 Design Contract

Consultant: Ensite, Inc.

Village of Estero Contract No.: EC2020-58

Village of Estero Account Number:

Brief Description: Ensite will provide planning, design, engineering and permitting services for the construction of a loop trail, pedestrian bridge and parking lot/trail head on the Village's property located along US 41 and Corkscrew Road.

Total Fees: $370,400

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services for the Fees identified in Exhibit B – Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-58.

Consultant: Ensite, Inc.	Village of Estero
By:	By:
Name:	Name: Steve Sarkozy
Title:	Title: Village Manager
Date:	Date:

Attachments:
Exhibit A/B – Scope of Services & Fees

PROFESSIONAL SERVICE PROPOSAL
VILLAGE OF ESTERO
OCTOBER 28, 2021

CLIENT
Attn. Mr. David Willems
Public Works Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

PROJECT DESCRIPTION
EnSite, Inc. (Consultant) proposes to provide **Village of Estero** (Client) professional services for the **+/-66.0 Acre Site** (Project) located in Estero. The Project consists of 17 parcels with various addresses and STRAP numbers. The area is west of the railroad tracks, north of Corkscrew Road, south and north of the Estero River and east of US 41.

PROJECT ASSUMPTIONS
- It is Client's intention to plan and permit a recreational trail (Phase 1), a bridge over the Estero River, a temporary parking lot/trailhead, a permanent parking lot/trail head and perimeter fence along US 41 and Corkscrew Road;
- This scope does not include bridge structural design;
- Client to provide tree survey to Consultant to be incorporated into the base data;
- Client to provide title work for the parcels if they want it incorporated into the survey;
- Planning entitlements are not assumed as needed on the site for the use;
- Due to the length of the pedestrian bridge needed to cross the Estero River, pilings should not be placed into the river bed;
- A South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP) is included in the contract but an exemption will be pursued for the trails;
- Water and electric conduit will be provided along the trails. The lines would be dry lines until water and power are provided to the site;
- The Client recognizes that permitting processes are regulatory functions and as such, Consultant cannot guarantee approval or issuance of a permit;
- This Agreement includes performing all services described herein on a one-time basis, unless otherwise noted.

SCOPE OF SERVICES

Task 1.0 – Meetings, Coordination and Project Management
This task is reserved for requested meetings with Client and/or municipalities concerning the project. This includes necessary presentations to the Village Council by the design team and project coordination/management. This assumes up to seventeen (17) meetings may be attended, with the inclusion of the other experts included in this scope.

Task 2.0 Background Data Phase
Task 2.1 - Environmental Services
Pennoni Environmental Scientists will conduct an on-site protected species survey of the approximately 68-acre project area owned by the Village of Estero in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the U.S. Fish and Wildlife Service (FWS) and the FWC. Conduct an on-site jurisdictional wetlands determination and wetlands limits flagging within the project limits in accordance

with South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (Corps) methodologies for preparation of the SFWMD Environmental Resource Permit (ERP) application

Task 2.2 – Survey Services

2.2a Boundary and Topographic Survey

Boundary & Topographic (D.O.) survey of the site to Village of Estero standards of the parcels described above. Establish parcel corners, locate existing improvements including accessible utilities, utility locates and improvements within 25' to 50' of property line and adjacent right of ways. Establish benchmarks and collect general site topography. Review title documents, plot applicable easements, etc. Please note this is not an ALTA survey.

2.2b Wetland Flagging

Identify and locate wetland flagging as provided by environmental consultant. As it is unknown the extent of wetland flagging, a budget number has been provided accordingly.

Task 2.3 – Base Line Work

Provide an existing condition plan for Client's review. This will incorporate survey, wetlands, trees, preliminary trail layout, etc. This will be the existing conditions map utilized for permitting work of the project.

Task 3.0 Path Design Concept Phase

Task 3.1 – Conceptual Path Design Plan

Based on Client's goals, objectives, preliminary design layout and base plan, provide Client a design for the complete passive recreation path. The temporary parking lot/trailhead will be located at the existing parking lot off Happahatchee entry road and permanent parking lot/trailhead will be located north of Estero River. The plan also includes a decorative fence along the west and south sides of the site. The fence design will conceptually show the proposed size, height, materials, look, etc for design intent. Upon review by Client, make changes to the pathway and future connections as requested. This task includes a preliminary cost estimate of the improvements of the pathway only based on the final path concept.

Task 3.2 – Bridge Design Concept

Based on Client's goals, objectives, and approved conceptual path design, EnSite will provide a conceptual bridge design. Based on input from the project team, the plan will include the location of the pedestrian bridge, the size, finish materials, and elements to convey the design intent of the bridge. Based on the review of the conceptual bridge design, finalize the bridge aesthetic intent for review.

Task 3.3 – Bridge Hydraulic Analysis

JR Evans to assist with the hydrologic/hydraulic analysis and assessment – no rise analysis for the bridge crossing. A hydraulic analysis and report will be prepared for the pedestrian bridge – to meet no rise criteria and a hydraulic analysis and report of the project improvements with respect to the Village of Estero Stormwater Master Plan Model.

Task 4.0 Construction Plans

Task 4.1 – Final Engineering Plans

Prepare final engineering plans including grading designs, details, utilities (conduits), general notes, site data, and other technical information required for development approval for the trail system (including trails up to the bridge crossing) and northern parking lot/trail head. These plans will be a biddable set of documents for contractor pricing. The bridge location will be included in the permit through the Village. No improvements are assumed for the temporary parking lot / trail head. Temporary parking lot and trailhead will not require construction plans.

Task 5.0 – Permitting / Approval Services

Task 5.1 – Village of Estero Permitting

This task includes project permitting through Village of Estero Development Order Permit Application process.

Task 5.2 – SFWMD Permitting-Phase 1 Path

The construction of the trails system may not require a SFWMD permit. However, the bridge and parking lot/trail head will require a permit. A permit exemption for the trail system will be pursued. The following scope includes permitting for the trail, parking lot/trail head and bridge.

Prepare the necessary permit application and documents for a construction permit for the path. The application will include the prepared engineering plan and other technical information required for SFWMD approval for construction.

Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining an ERP and a SSL Authorization from the SFWMD. Services include preparation of an Environmental Supplement and Protected Species Survey Report, Section C and F of the ERP application, a pre-application meeting with the SFWMD, one on-site meeting with SFWMD staff, and one response to requests for additional information from the SFWMD for ERP and SSL permit issuance. A No Permit Required verification will be submitted to the Corps and a Technical Assistance request will be submitted to the FWS to confirm no further federal agency review is required for the project. Federal Dredge and Fill permitting and protected species-specific surveys and formal consultation with the FWS are not included in this scope of services

Task 5.3 – SFWMD Permitting-Bridge Plans

If the bridge plans are going to be permitted separately, prepare the necessary permit application and documents for a construction permit for the bridge. The application will include the prepared engineering plans and other technical information required for SFWMD approval for construction for the Estero River pedestrian bridge crossing. Final adverse impacts to floodwaters within the river will be provided. This will include coordination with bridging solutions on the general layout and pier locations.

Task 5.4 – CLOMR Request

In the event an analysis is needed to support a CLOMR effort for the bridge the same analysis will be conducted with the exception that a CLOMR process will be prepared. If this is needed the price has been provided.

Task 5.5 – US Army Corps of Engineers (ACOE) Bridge Plans Permitting

In the event a ACOE permit is required, this task is reserved to provide the necessary plans and support documentation necessary for permit application and approval.

Task 6.0 Construction Services

Task 6.1 – Bidding Assistance

Assist with bidding for the proposed improvements. This task covers:
Review Bid Package
Respond to requests of additional information from contractors
Attend pre-bid meeting

Task 6.2 – Construction Observation

Construction observation services necessary for engineer and landscape architect to certify the project complete to the Client and agencies involved in permitting proposed site improvements.

Attend one (1) pre-construction meeting and attend up to two site visits to review the path layout and make necessary field adjustments as needed. Provide help during construction to resolve field conflicts, answer requests for additional information, provide clarification on design issues and advise the site contractor where required. Review shop drawings (if needed) for site related improvements for compliance with approved details and agency requirements.

Task does NOT include attendance at regularly-scheduled construction meetings.

Task 6.3 – Final Certification

Provide final site certification confirming construction was completed in compliance with the plans and specifications.

- Prepare as-built "record drawings" of all improvements based upon a compilation of contractor-submitted data and field measurements provided by a surveyor (as-built surveying work is NOT included in this proposal) that meet the certification package requirements of the Village of Estero and SFWMD.
- Attend up to two (2) final walkthroughs, to prepare punch lists for contractor compliance and to verify punch list items have been completed and site is ready for final certification submittals for engineering.
- Provide final certification documents to the Village of Estero and SFWMD for engineering.

Task 6.4 – As-Built LOMR Process

Once improvements are completed, facilitate an as-built LOMR process to have the floodplain boundaries updated.

Task 7.0 – Reimbursable Expenses

Reimbursable expenses including but not limited to printing, reproductions, photo, courier/delivery, postage/shipping, document purchases, project related travel and other direct expenses. Number provided for budgetary purposes only.

FEES AND COMPENSATION – ENSITE

TASK	TASK DESCRIPTION	FEE	TYPE
1.0	Meetings, Coordination and Project Management	$35,000	NTE
Task 2.0 Background Data Phase			
2.1	Environmental Services	$20,000	NTE
2.2	Survey Services		
2.2a	Boundary and Topographic Survey	$38,000	NTE

2.2b	Wetland Flagging	$13,900	NTE
2.3	Base Line Work	$6,200	NTE
Task 3.0 Path Design Concept Phase			
3.1	Conceptual Path Design Plan	$14,000	NTE
3.2	Bridge Design Concept	$11,000	NTE
3.3	Bridge Hydraulic Analysis	$36,000	NTE
Task 4.0 Construction Plans			
4.1	Final Engineering Plans	$62,000	NTE
Task 5.0 Permitting / Approval Services			
5.1	Village of Estero Permitting	$4,800	NTE
5.2	SFWMD Permitting-Phase 1 Path	$41,500	NTE
5.3	SFWMD Permitting-Bridge Plans	$15,000	NTE
5.4	CLOMR Request	$6,000	NTE
5.5	US Army Corps of Engineers Bridge Plans Permitting	$19,000	NTE
Task 6.0 Construction Phase			
6.1	Bidding Assistance	$12,000	NTE
6.2	Construction Observation	$15,000	NTE
6.3	Final Certification	$10,000	NTE
6.4	As-Built LOMR Request	$10,000	NTE
7.0	Reimbursable Expenses	$1,000	NTE
	EnSite Fee	**$370,400**	**BUDGET**

TM = Time & Materials, LS = Lump Sum Fee, NTE – Not to Exceed without prior authorization

EnSite, Inc. - Hourly Rate Schedule
Effective January 1, 2021

Title	Rate
Expert Testimony	$250 per hour
Senior Engineer	$185 per hour
Principal Planner	$145 per hour
Urban Designer	$145 per hour
Landscape Architect	$145 per hour
Senior Planner	$135 per hour
Economic Research and Strategist	$135 per hour
Engineer Intern	$125 per hour
Senior Project Manager	$125 per hour
Junior Engineer	$115 per hour
Lead Designer	$100 per hour
Auto-CAD Technician III	$95 per hour
Junior Landscape Designer	$85 per hour
Auto-CAD Technician II	$80 per hour
Auto-CAD Technician I	$65 per hour
Permit Coordinator	$60 per hour
Administrative Assistant	$50 per hour

CN No.: CN 2020-01

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2020-01

Project Name: Miscellaneous Professional Services

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name Brian R. Smith

Company Name: EnSite, Inc.

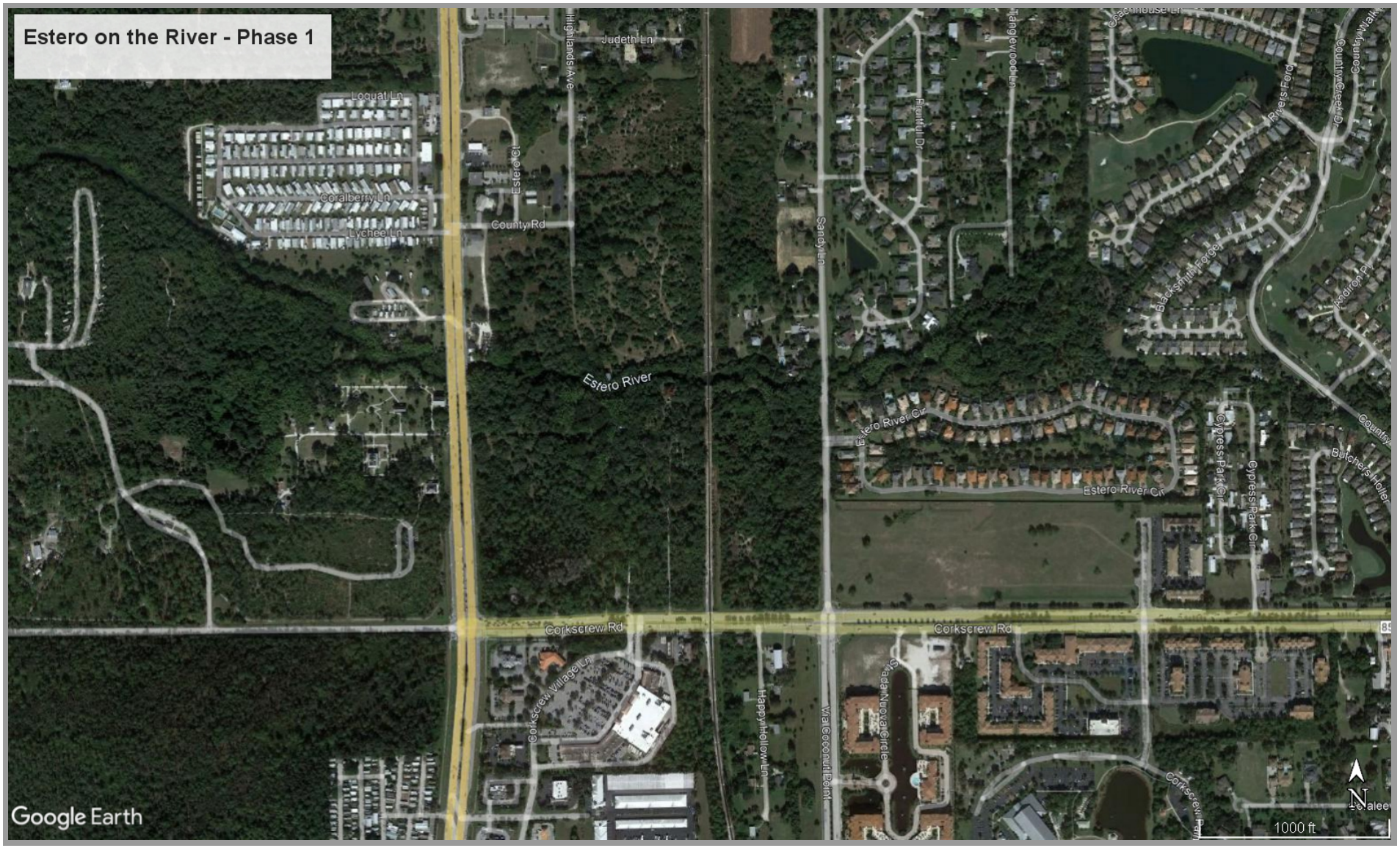
Date: 5/27/2020

CN No.: CN 2020-01

NAMES & ADDRESSES OF OWNERS

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

Brian R. Smith	2401 First St. Ste: 201, Fort Myers, FL 33901
Matthew Horton	2401 First St. Ste: 201, Fort Myers, FL 33901
Brent Gibson	2401 First St. Ste: 201, Fort Myers, FL 33901


Estero on the River - Phase 1
Judeth Ln
Highlands Ave
Loquat Ln
Coralberry Ln
Lychee Ln
Estero Ct
County Rd
Sandy Ln
Frontui Dr
Tanglewood Ln
Estero River
Estero River Cir
Cypress Park Cir
Blacksmith Forge
Adorio Pl
River Sea Rd
Country Creek Dr
Butchers Holler
Corkscrew Rd
Corkscrew Village Ln
Happy Hollow Ln
Via Coconut Point
Via Nuova Circle
Google Earth
1000 ft
N

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:

West Bay Club Zoning Amendment First Reading

First Reading of Ordinance 2021-12 to consider an amendment to the West Bay Club Residential Planned Development (RPD) zoning to increase the maximum building height for a proposed 88-unit high rise building on 5 acres located west of US 41 at the end of Williams Road.

Description:

The applicant is requesting to amend the Residential Planned Development to allow a 23-story building over parking, with a maximum height of 270 feet, plus an additional 20 feet for rooftop equipment. Prior to incorporation, Lee County approved zoning for a high rise building with a maximum height of 220 feet. The building is proposed to include 88 residential units in West Bay Club development area POD 5.

The Planning, Zoning and Design Board held a public hearing on September 28, 2021 and recommended approval with conditions.

The conditions are contained in the Council Ordinance.

Action Requested:

Pass First Reading and schedule Second Reading for November 17, 2021.

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Attachment:

1. Ordinance 2021-12
2. Staff Report
3. eComments

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2021-12

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING WITH CONDITIONS AN AMENDMENT TO THE WEST BAY CLUB RESIDENTIAL PLANNED DEVELOPMENT TO INCREASE THE ALLOWED HEIGHT IN POD 5, LOCATED WEST OF US 41 AT THE END OF WILLIAMS ROAD; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, West Bay Hill, LLC represented by Laura DeJohn of Johnson Engineering, Inc., (the "Applicant"), filed an application for an amendment to the West Bay Club Residential Planned Development (RPD) zoning to increase the maximum building height in development area Pod 5 for a proposed 88-unit high-rise building located west of US 41 at the end of Williams Road, Estero, FL, consisting of approximately 5-acres (the "Property"); and

WHEREAS, the Property STRAP number is 06-47-25-E2-07MF1.0000 and legally described as:

"All of Tract MF-1 and Tract LK 5-2 according to the plat of West Bay Club as recorded in Plat Book 62, Page 79 through 111 of the public records of Lee County Florida"; and

WHEREAS, the property is a part of the West Bay Club RPD approved by Lee County in Resolution Z-96-005, as amended most recently by Resolution Z-05-010; and

WHEREAS, the applicant applied for an amendment to zoning resolution Z-05-010 to modify Deviation 9 to revise the maximum height for Development Area Pod 5 from 20 stories over parking to 23 stories over parking, increasing the height from the maximum 220 feet to 270 feet plus an additional 20 feet for rooftop equipment, and to make corresponding changes to the Property Development Table; and

WHEREAS, at a duly noticed public hearing held on September 28, 2021, the Planning, Zoning and Design Board recommended approval with conditions; and

WHEREAS, a duly noticed first reading was held before the Village Council on _____, 2021; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on _____, 2021, at which time the Village Council gave

consideration to the evidence presented by the Applicant and the Village staff, the recommendations of the Planning, Zoning and Design Board and the comments of the public.

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

Section 1. Rezoning.

The Village Council approves with conditions the amendment for the West Bay Club Development Area Pod 5, subject to the following conditions.

Section 2. Conditions.

1. Deviation 9 of Zoning Resolution Z-05-010 is amended to allow a maximum height for Development Area Pod 5 of 23 stories over parking, not to exceed 270 feet (with an additional 20 feet for rooftop equipment). The Property Development Regulations Table of the Master Concept Plan is revised to show the number of habitable floors as 23. All other conditions of prior Zoning Resolutions remain in effect except for Deviation 9 for Pod 5.

2. The maximum number of units is limited to 88.

3. Pod 5 is limited to one high rise building and must provide a minimum of 60% open space.

4. Ninety percent of the required parking in Pod 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

5. The project must be consistent with the Pattern Book titled "The Island at West Bay – Estero, Florida, Pattern Book – 10.01.2021". The Pattern Book is not conceptual. Photographic images may be illustrative, but the development must be in substantial compliance with the Pattern Book, including architecture. Minor variations of details or colors will be evaluated as part of development order approval.

6. The building footprint shall be generally consistent with the shadow study imagery depicted in the Pattern Book to ensure that there are no negative impacts to residences.

7. Solid waste details, hurricane preparedness requirements, green building standards, protected species and tree survey, and construction traffic management plan will be further reviewed at time of development order.

8. An independent, professional, geotechnical engineer with direct experience in South Florida high-rise construction will be retained to provide building foundation recommendations. Their report will be based on multiple borings within the future tower footprint that represents the soil profile in the ground. Their report will be signed and sealed by a licensed engineer and submitted for the foundation design to both the applicant's contractor and the Village prior to approval of a building permit.

9. Non-reflective glass will be used in the building design.

Section 3. Findings and Conclusions.

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

1. The applicant has provided sufficient justification for the zoning amendment through demonstrating compliance with the Comprehensive Plan, the Land Development Code, and other applicable codes.

2. The application with the proposed conditions is compatible with existing uses in the surrounding area.

3. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities.

4. Urban services will be available and adequate to serve the proposed use.

5. The request will not adversely affect environmentally critical areas and natural resources, which are already protected through the zoning and by other agency permits.

6. The proposed use was previously approved for this vacant site, and as conditioned is appropriate at the subject location.

Section 4. Exhibits.

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

Exhibit A Pattern Book titled "The Island at West Bay – Estero, Florida, Pattern Book 10.01.2021"

Exhibit B Master Concept Plan (4 pages) titled "West Bay Club RPD/CPD" stamped received by Village of Estero October 15, 2021

Section 5. 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 5. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this _____ day of _____, 2021.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this ____ day of _____, 2021.

Attest: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

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

Vote:	AYE	NAY
Mayor Errington	____	____
Vice Mayor McLain	____	____
Councilmember Ribble	____	____
Councilmember Fiesel	____	____
Councilmember Boesch	____	____
Councilmember Ward	____	____
Councilmember Wilson	____	____

EXHIBIT A - Pattern Book 10/1/21

THE ISLAND AT WEST BAY - ESTERO, FLORIDA

Pattern Book - 10.01.2021

GARCIA STROMBERG

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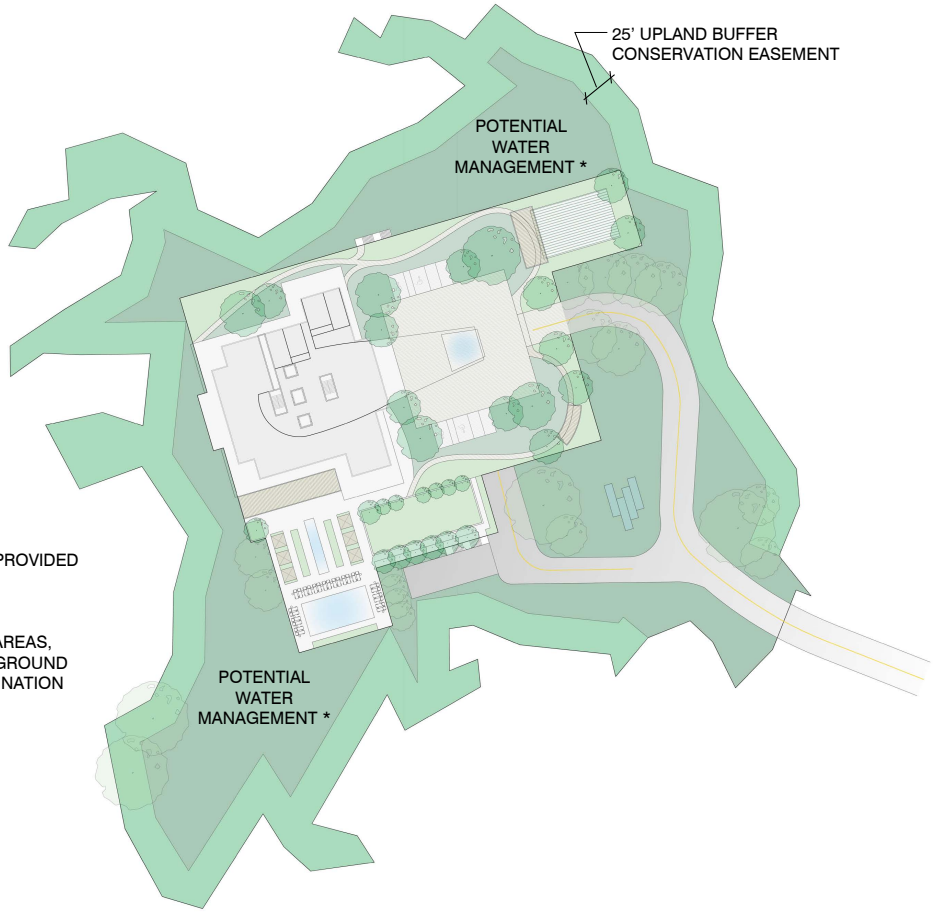

MIN. OPEN SPACE: 60%

FINAL LANDSCAPE PLANS TO BE PROVIDED AT THE TIME OF FINAL PLAN AND DEVELOPMENT ORDER

* MAY INCLUDE DRY DETENTION AREAS, PERVIOUS PAVER AREAS, UNDERGROUND STORAGE CHAMBER, OR A COMBINATION OF THESE TREATMENTS

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

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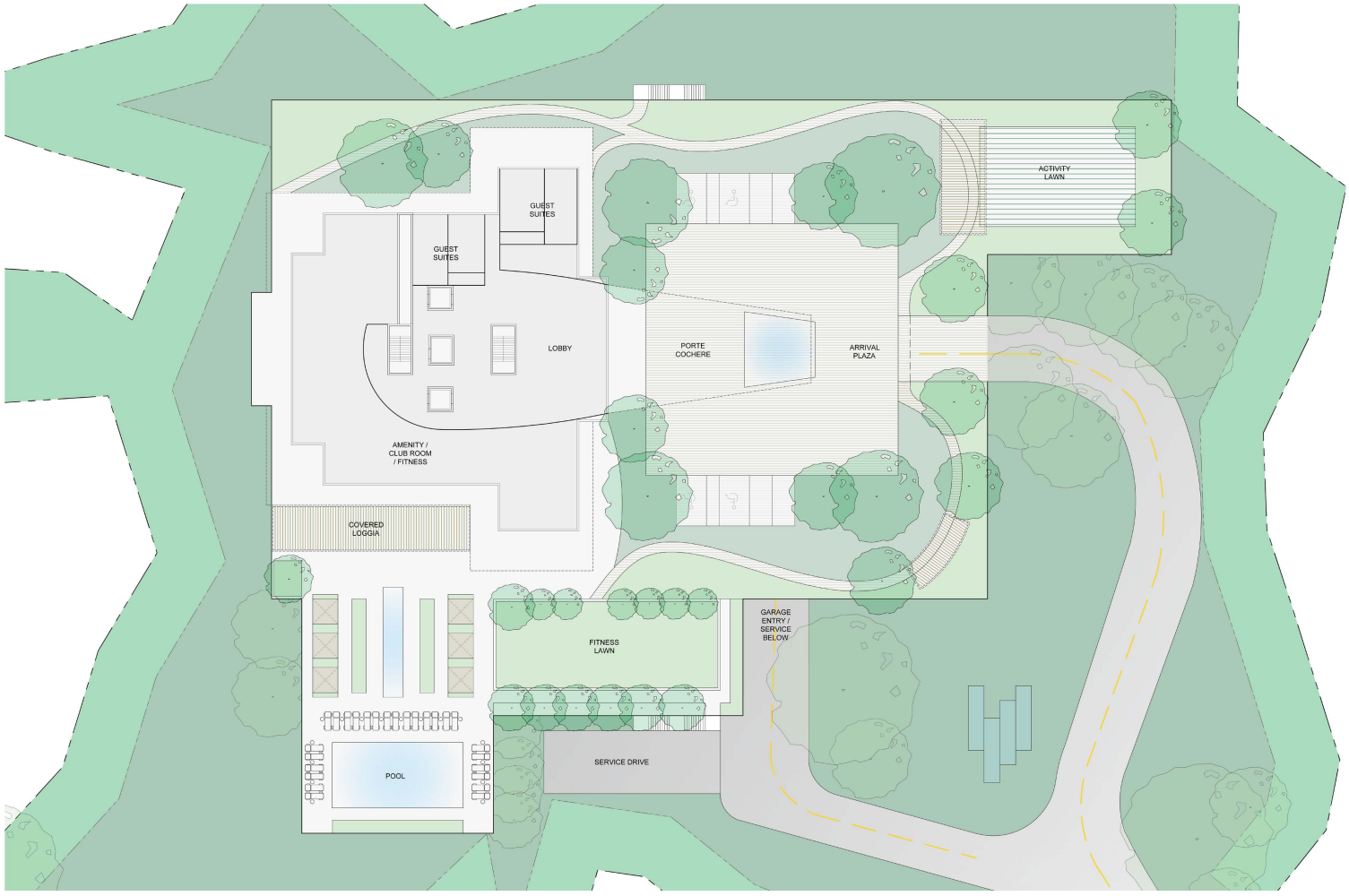
SITE PLAN
10.01.2021



THE ISLAND AT WEST BAY
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ARRIVAL LEVEL
10.01.2021

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

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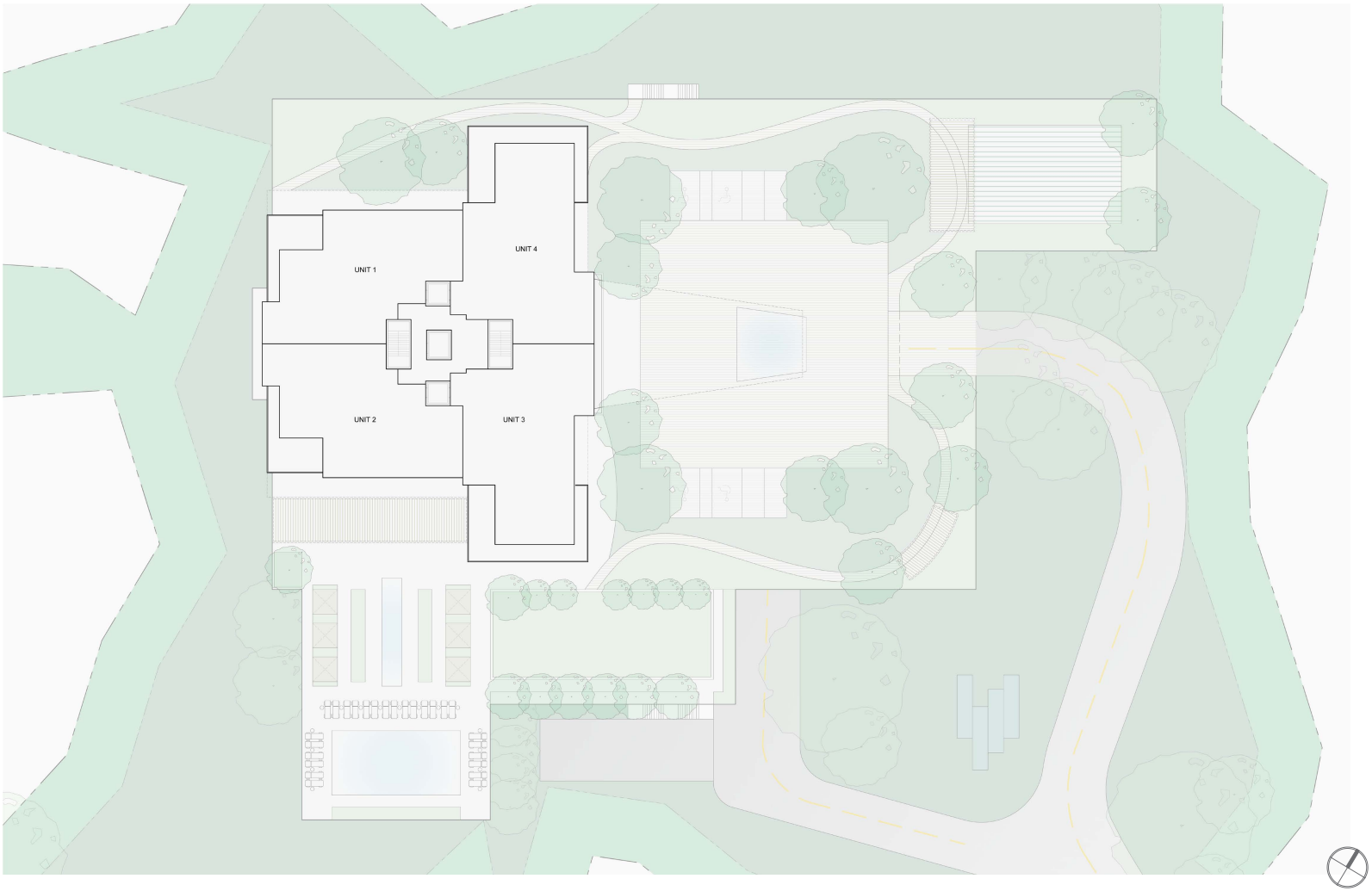
PARKING LEVEL PLAN
10.01.2021



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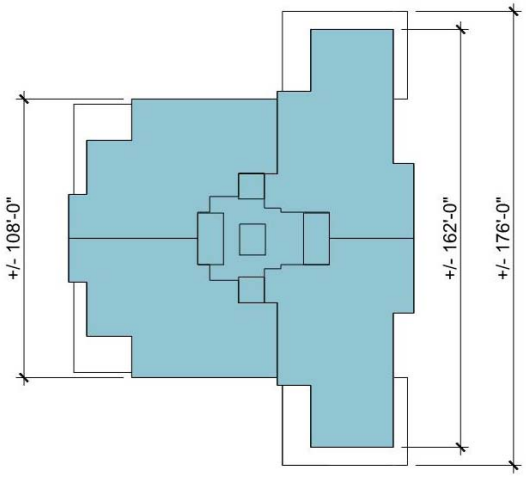
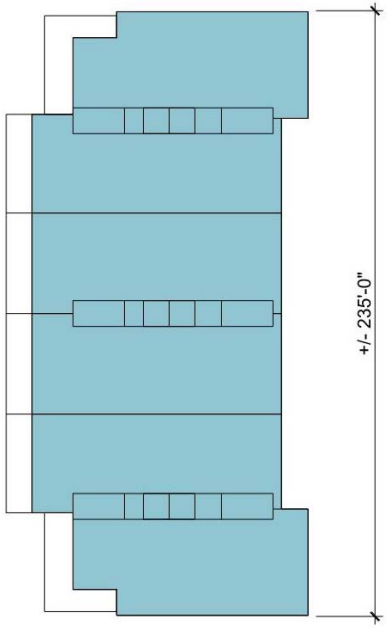
TYPICAL FLOOR PLAN
10.01.2021



4 unit per floor proposed plan diagram



6 unit per floor plan diagram

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ESTERO, FLORIDA

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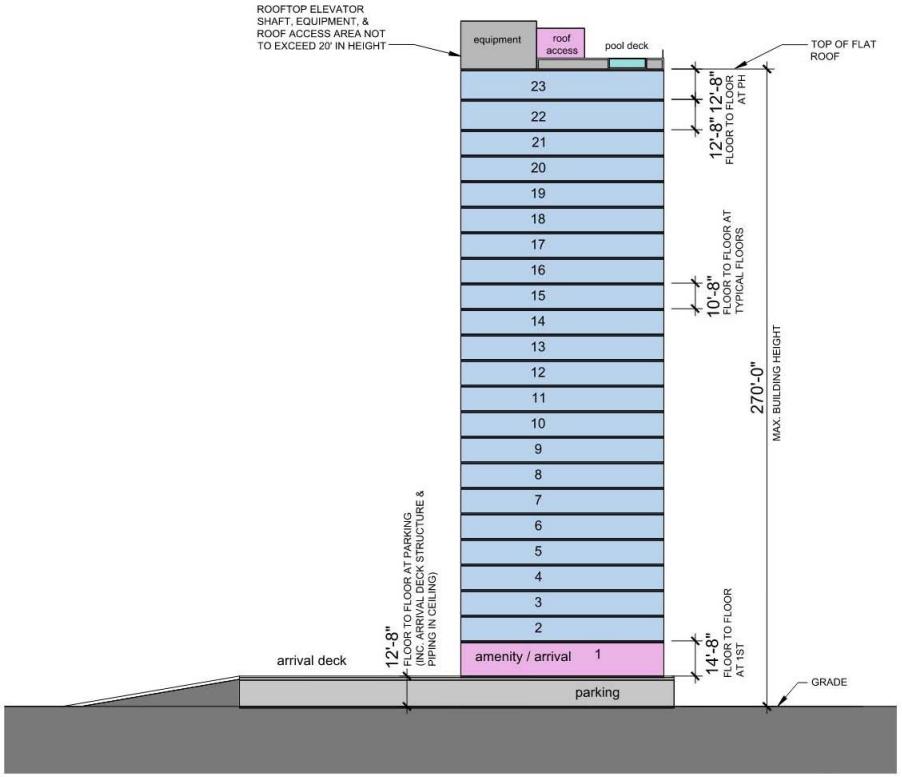
FLOORPLATE DIAGRAM
10.01.2021



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SECTION DIAGRAM
10.01.2021

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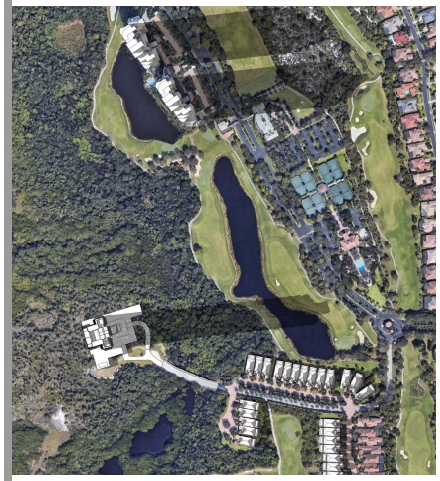
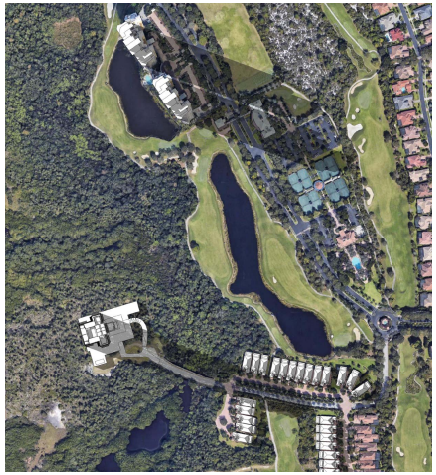
NORTH & EAST ELEVATION



MARCH 21 - 1 HOUR BEFORE SUNSET (6:39 PM)



JUNE 20 - 1 HOUR BEFORE SUNSET (7:18 PM)

SEPTEMBER 22 - 1 HOUR BEFORE SUNSET (6:22 PM)

DECEMBER 21 - 1 HOUR BEFORE SUNSET (4:35 PM)

SEE ANIMATIONS PROVIDED FOR MORE DETAIL.

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

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SHADOW STUDY - PROPOSED DESIGN -1 HOUR BEFORE SUNSET
10.01.2021

MAY 1 - 6:30 PM

JUNE 20 - 6:50 PM

AUGUST 1 - 6:40 PM

IN THE EVENING AFTER AROUND 6:30 PM SHADOWS EXTEND INTO BAYBRIDGE BLVD BETWEEN LATE APRIL THROUGH EARLY AUGUST.
SEE EXAMPLES ABOVE OF TIMES OF SHADOW APPROACH.
SEE ANIMATIONS PROVIDED FOR MORE DETAIL.

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

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SHADOW STUDY - PROPOSED DESIGN - BAYBRIDGE BOULEVARD
10.01.2021

PROPOSED 4 UNIT FLOORPLATE - SAMPLE SHADOW

6 UNIT FLOORPLATE - SAMPLE SHADOW

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

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SHADOW STUDY - COMPARISON
10.01.2021

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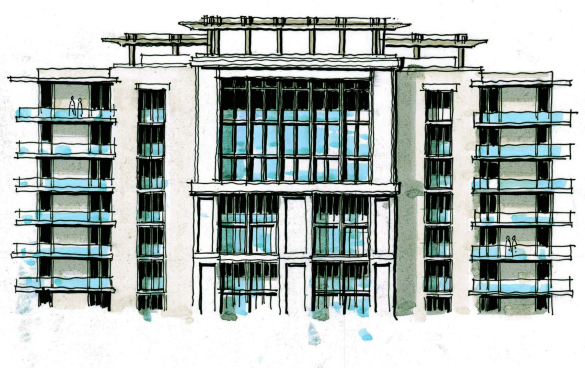
SOUTH & WEST ELEVATION



THE ISLAND AT WEST BAY
ESTERO, FLORIDA

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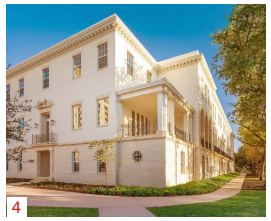
Design Sketches
10.01.2021

1 Articulated massing

2 Wood trellis and detailing

3 Trellis building cap

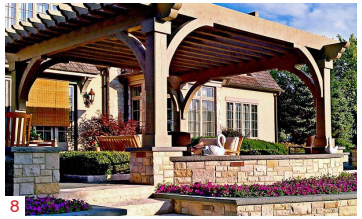


4 Articulated base with simplified body

5 JASMINE BAY - WEST BAY CLUB
Accent edge bands, grey roofs

6 Window styles and mullion patterning

7 Wood siding and balcony details



8 Trellised covered outdoor areas

9 Thin column rhythm at projecting balconies, siding

Warm earth tone color palette

Base Color

Body Color

Accent Color

10 Brackets at overhangs, exposed framing

11 Standing seem metal roof, rhythm of balcony columns, building base

12 Roof top elements, open truss gables, deep balconies creating outdoor rooms

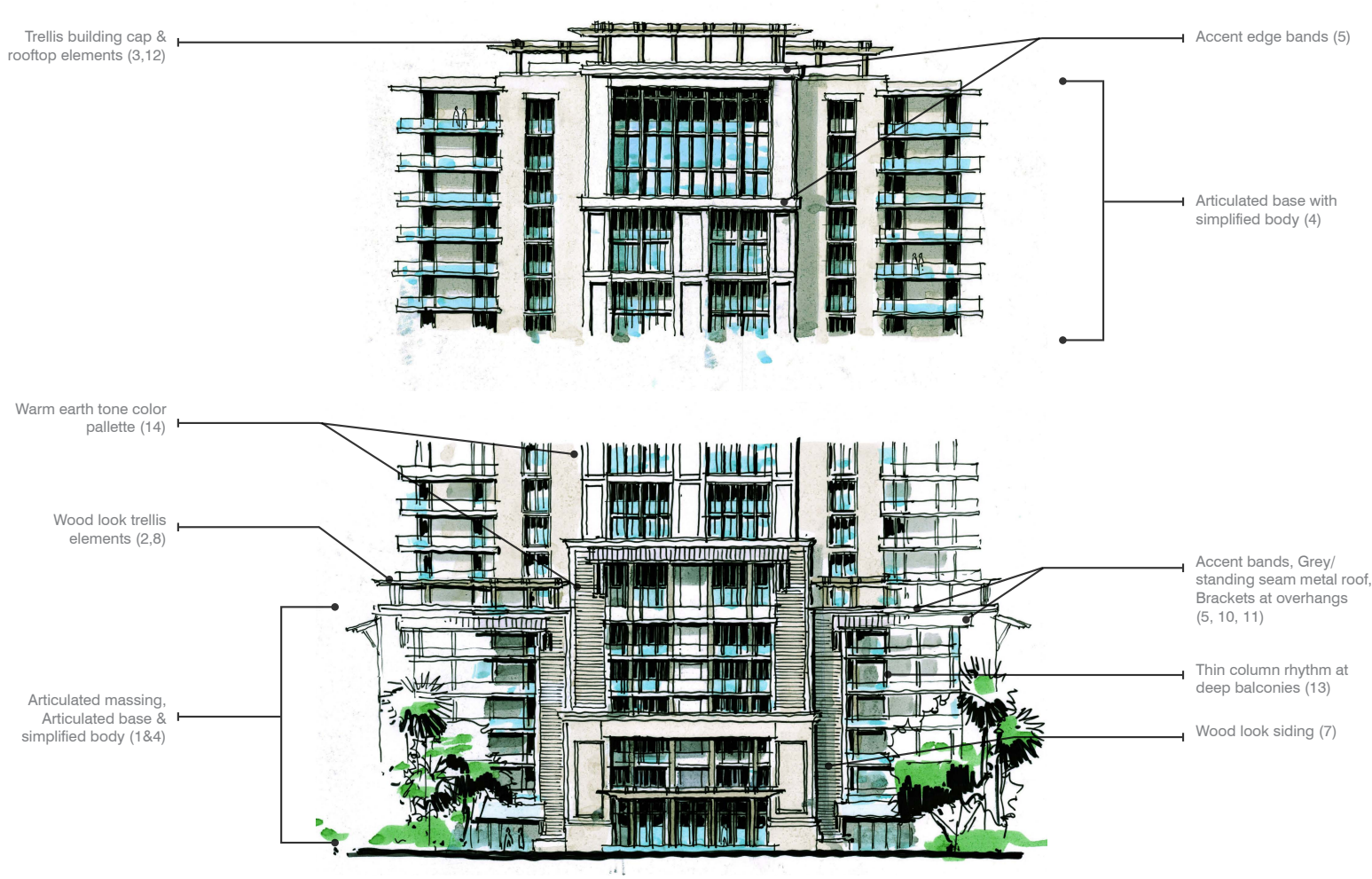
13 Thin column rhythm at deep balconies

14 GOLF NIBLICK BUILDING - WEST BAY CLUB
Warm earth tone color palette, wood work at overhangs

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

FLORIDA VERNACULAR & MEDITERRANEAN REFERENCE IMAGES
CHARACTER PALETTE / DESIGN
10.01.2021



THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

Design Sketches
10.01.2021

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

Arrival View
10.01.2021

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

Arrival View
10.01.2021

GARCIA STROMBERG
GS4studios
SOUTH & WEST ELEVATION

Previously Provided South & West Elevation

Proposed South & West Elevation

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

Previous vs Proposed
10.01.2021

GARCIA STROMBERG
GS4studios
NORTH & EAST ELEVATION

Previously Provided North & East Elevation

Proposed North & East Elevation

THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

Previous vs Proposed
10.01.2021

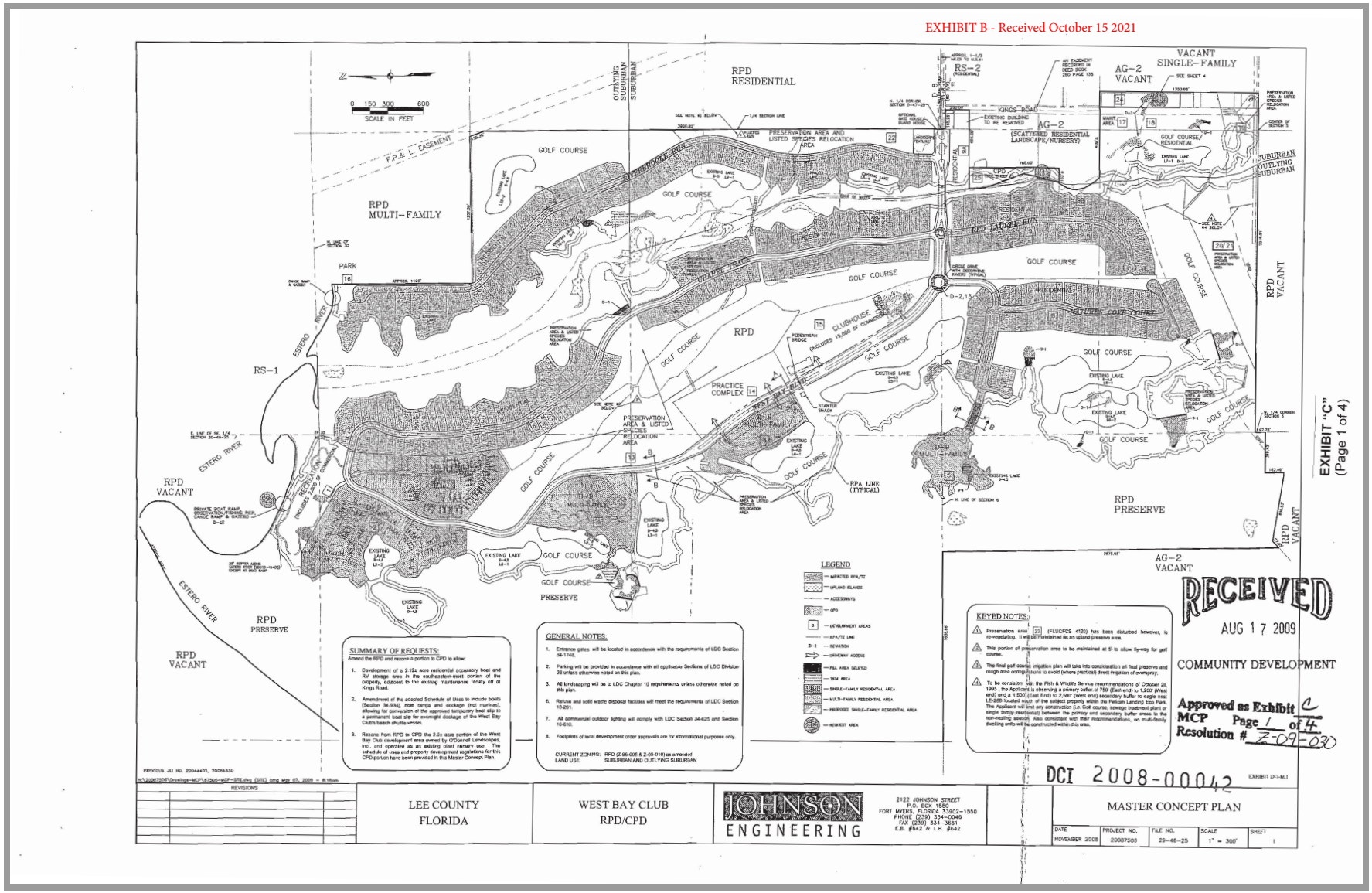


EXHIBIT B - Received October 15 2021
RPD RESIDENTIAL
RS-2
AG-2 VACANT
VACANT SINGLE-FAMILY
KINGS ROAD
AG-2 (SCATTERED RESIDENTIAL LANDSCAPE/NURSERY)
RPD MULTI-FAMILY
PARK
GOLF COURSE
PRESERVATION AREA AND LISTED SPECIES RELOCATION AREA
F.P.& L. EASEMENT
RED LAUREL RUN
CLUBHOUSE
PRACTICE COMPLEX
RPD VACANT
RPD PRESERVE
RS-1
ESTERO RIVER
RPA LINE (TYPICAL)
LEGEND
SUMMARY OF REQUESTS:
GENERAL NOTES:
KEYED NOTES:
RECEIVED
AUG 17 2009
COMMUNITY DEVELOPMENT
Approved as Exhibit C
MCP Page 1 of 4
Resolution # Z-09-030
DCI 2008-00042
EXHIBIT "C" (Page 1 of 4)
LEE COUNTY FLORIDA
WEST BAY CLUB RPD/CPD
JOHNSON ENGINEERING
2122 JOHNSON STREET P.O. BOX 1550 FORT MYERS, FLORIDA 33902-1550 PHONE (239) 334-0046 FAX (239) 334-3661 E.B. #642 & L.B. #642
MASTER CONCEPT PLAN
DATE NOVEMBER 2008
PROJECT NO. 20087506
FILE NO. 29-46-25
SCALE 1" = 300'
SHEET 1

PROPERTY REGULATIONS

	Minimum Lot			Minimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo
RESIDENTIAL												
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes
Two Family Attached 1s: Side 2nd Side	5,000	100	50	0 7.5	15	20	20	45	3	15	Yes	Yes
Zero Lot Line 1s: Side 2nd Side	4,500	80	45	0 4	15(c) (vi)	15	20	45	3	4	Yes	Yes
Townhouse 1s: Side 2nd Side	2,800	80	35	0 0 or 10	20	20	20	45	3	**Complex Separation: 20	Yes	Yes
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes
High-Rise (Pod 2, 3, 4)	10,000	100	100		20	20	25		20*	60		Yes
High-Rise (Pod 5)	10,000	100	100		20	20	25		23*	60		Yes
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes
CPD	-	-	-	25	25	25	25	35	1	25	NO	-

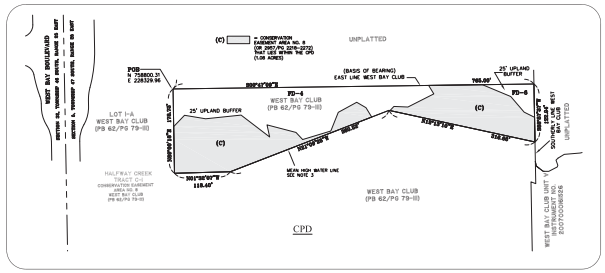
ALL HOUSING TYPES

SEE LDC SECTIONS 34-1174, 34-1176, 34-2191 AND 34-2194 FOR ACCESSORY STRUCTURE SETBACKS

SETBACKS FOR ESTERO RIVER: 25 FEET

*AS ADOPTED UNDER RESOLUTION Z-96-005 AND Z-05-010, AS AMENDED.

1) *20 STORIES OVER PARKING FOR POD 2, 3, 4, 23 STORIES OVER PARKING FOR POD 5. ALL BUILDINGS OVER 45 FEET SHALL PROVIDE ONE HALF FOOT SETB FROM WEST BAY CLUB PERIMETER PROPERTY LINE FOR EVERY FOOT OF ELEVATION OVER 45 FEET.
2) AN OVERALL MAXIMUM OF FIVE (5) HIGH-RISE BUILDINGS MAY BE LOCATED WITHIN MULTI-FAMILY PODS 2, 3, 4 AND 5.
3) MID-RISE OR GROUND LEVEL BUILDINGS CAN BE CLUSTERS IN MULTI-FAMILY PODS 2, 3, 4 AND 5
4) ** MAXIMUM NUMBER OF ATTACHED UNITS: 6



CPD

SITE DATA

DESCRIPTION OF AREAS		AREA (IN ACRES±)
WETLANDS		397.6
GOLF COURSE		97.9
GOLF COURSE ROUGH		20.6
UPLAND BUFFER AREAS		42.5
LAKES		35.9
POD 1:	RECREATION AREA	6.6
POD 2:	MULTI FAMILY	14.7
POD 3:	MULTI FAMILY	9.6
POD 4:	MULTI FAMILY	6.9
POD 5:	MULTI FAMILY	5.5
POD 6:	RESIDENTIAL	27.5
POD 7:	RESIDENTIAL	26.9
POD 8:	RESIDENTIAL	21.8
POD 9, 9A & 9B:	RESIDENTIAL	30.4
POD 10:	RESIDENTIAL	12.9
POD 11/12:	MULTI FAMILY	22.2
POD 13:	UPLAND PRESERVATION	7.0
POD 14:	PRACTICE AREA	7.0
POD 15:	CLUBHOUSE	10.8
POD 16:	PARK AREA	1.0
POD 17:	MAINTENANCE AREA	1.6
POD 18:	RESIDENTIAL/GOLF COURSE	11.5
POD 19:	UPLAND PRESERVATION	3.0
POD 20/21:	UPLAND PRESERVATION	12.8
POD 22:	UPLAND PRESERVATION	0.6
POD 23:	UPLAND/WILDLIFE PRESERVATION	3.1
POD 24:	RV AND BOAT STORAGE	2.3
CPD:	COMMERCIAL NURSERY	2.0
	TOTAL ACRES	866.8

OPEN SPACE CALCULATIONS

PER ZONING RESOLUTION Z-96-005, AS AMENDED

REQUIRED OPEN SPACE: = 76% MINIMUM
INDIGENOUS REQUIREMENT: = 57% MINIMUM

ADDITIONAL REQUIREMENTS
DEVELOPMENT PODS 3 AND 4 = 35% MINIMUM OPEN SPACE
DEVELOPMENT POD 5 = 60% MINIMUM OPEN SPACE
RECREATION AREA 1 = 80% MINIMUM OPEN SPACE

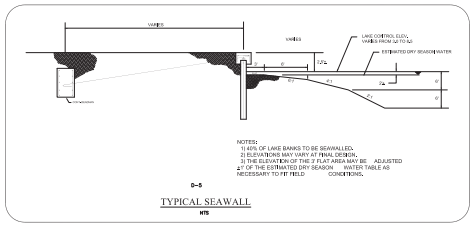
OPEN SPACE PROVIDED (AC.±)				MOP (AC.±)
WETLANDS				397.6
PRESERVATION AREA 13: 27.2 AC. X 1.65=43.5 AC.± 3.2 AC.[10-413 (c)(2)(a).] =				46.7
PRESERVATION AREA 19				3.0
PRESERVATION AREA 20/21: 12.8 AC. X 1.6% [10-413 (c)(2)(b).] =				20.5
PRESERVATION AREA 22				6.8
UPLAND ISLAND PRESERVATION AREAS				3.1
GOLF COURSE				85.9
GOLF COURSE ROUGH				20.6
UPLAND BUFFER AREAS				38.4
PARK (AREA 16)				1.0
LAKES				35.9
RECREATIONAL AREA 1	6.2 x 80%	=		5.0
MULTI-FAMILY POD 2 :	14.7 x 15%	=		2.2
MULTI-FAMILY POD 3 :	9.6 x 35%	=		3.4
MULTI-FAMILY POD 4 :	6.0 x 35%	=		2.1
MULTI-FAMILY POD 5 :	5.0 x 60%	=		3.0
SINGLE FAMILY POD 6 :	27.5 x 10%	=		2.7
SINGLE FAMILY POD 7 :	26.9 x 10%	=		2.5
SINGLE FAMILY POD 8 :	21.8 x 10%	=		2.2
RESIDENTIAL POD 9, 9A & 9B:	20.4 x 10%	=		2.0
RESIDENTIAL POD 10 :	39.4 x 10%	=		3.9
MULTI-FAMILY POD 11 & 12 :	12.9 x 15%	=		1.9
PRACTICE AREA (POD 14)	7.0 x 80%	=		5.6
CLUBHOUSE SITE (POD 15)	10.8 x 15%	=		1.6
MAINTENANCE AREA (POD 17)	1.6 x 30%	=		0.5
GOLF COURSE/FUTURE RESIDENTIAL (POD 18)	11.5 x 40%	=		4.6
RV AND BOAT STORAGE (POD 24)	2.3 x 10%	=		0.2
CPD PLANT NURSERY (POD 23)	2.0 x 55%	=		1.1
TOTAL OPEN SPACE PROVIDED			=	705.6 (81%)
TOTAL INDIGENOUS OPEN SPACE PROVIDED			=	540.8 (62%)

SCHEDULE OF USES - RPD

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (DP)
ADMINISTRATIVE OFFICE (DP)
ANTENNA
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, GROUP I [Section 34-622(c)(3)]
BOAT RAMPS AND DOCKAGE (NOT MARINAS)
BUSINESS SERVICES, GROUP I, AND GROUP II if limited to lawn and garden services and swimming pool cleaning services [Section 34-622(c)(5)]
CANOE LAUNCH
CLUBS
Country (df)
Private (df)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (df)
DAY CARE CENTER, CHILD (df)
DRUGSTORE (df) PHARMACY (df)
DWELLING UNIT
SINGLE FAMILY (df)
SEMI-DETACHED (DUPLEX)
TWO-FAMILY ATTACHED (df)
TOWNHOUSE (df)
MULTIPLE FAMILY BUILDING (df)
ZERO LOT LINE (df)
ENTRANCE GATES AND GATEHOUSE (df)
ESSENTIAL SERVICES (df)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(13)]
EXCAVATION — WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (df)
FOOD STORES, GROUP I [Section 34-622(c)(16)] including a gourmet grocery store
GIFT AND SOUVENIR SHOP (df)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (df)
HOME/CARE FACILITY (df)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, GROUP I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (df)
PERSONAL SERVICES, GROUPS I AND II [Section 34-622(c)(33)]
PHARMACY (df)
POST OFFICE (df)
PRIVATE BOAT RAMP AND OBSERVATION/FISHING PIER
RECREATION FACILITIES
Personal (df)
Private (df)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(42)]
RESTAURANTS, GROUP I, II AND III [Section 34-622(c)(43)]
SIGNS, IN ACCORDANCE WITH LDC CHAPTER 30
SPECIALTY RETAIL SHOPS, GROUPS I & II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES CENTER
UNITS OF HIGH IMPACT (df) INCLUDING TIME SHARE

SCHEDULE OF USES - CPD*

ACCESSORY USES AND STRUCTURES
ADMINISTRATIVE OFFICES
AGRICULTURAL USES AND AGRICULTURAL ACCESSORY USES
BUSINESS SERVICES, Group II (Limited to Horticultural Services and Lawn and Garden Services)
CARETAKER'S RESIDENCE
ENTRANCE GATES AND GATEHOUSE
ESSENTIAL SERVICES
EXCAVATION, WATER RETENTION
FENCES, WALLS
FARM EQUIPMENT REPAIR EQUIPMENT (small engine parts and repairs)
PLANT NURSERY
TEMPORARY USES



TYPICAL SEAWALL

PREVIOUS JED NO. 20044403, 20066330, 20067606
O:\2014\20149683-004\Planning\MCP\07506-MCP-SCH OF DEVIATIONS.dwg (DEV PARAMETERS(SHEET 3)) MAG Oct 15, 2021 - 11:30am

EXHIBIT D-7-P

REVISIONS		
1	PD AMENDMENT FOR POD 5	10/21

LEE COUNTY
FLORIDA

WEST BAY CLUB
RPD/CPD

JOHNSON ENGINEERING

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

PROPERTY DEVELOPMENT REGULATIONS AND SCHEDULE OF USES

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCTOBER 2021	20149683-004	29-46-25	As Shown	2

Deviations approved under Resolution Z-96-005

DEVIATION (1) requests relief from LDC Sections 10-253, 14-298 and 34-1574 which prohibit or restrict alteration or development within Resource Protection Areas (RPA) to permit (as shown on the MCP):

a. Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

b. Construction over various TZ and RPA areas to facilitate construction of a golf course.

c. Construction over various TZ and RPA areas to facilitate construction of residential development.

d. Construction of a road access to segmented ridge for construction of multi-family tract.

e. Construction of a road access to the project site.

The requested deviation is APPROVED subject to compliance with the following conditions:

a. Impacts are limited to a maximum of 8.79 acres of County jurisdictional wetlands. These impacts are as follows: 6.97 acres fill, 0.14 acres excavation, and 1.68 acres trimming. An approved wetland mitigation plan from the South Florida Water Management District must be submitted prior to local Development Order approval for any phase of development which contemplates wetland impacts. This mitigation will be considered part of the mitigation for Lee County and will be enforceable by the Division of Environmental Sciences. (DES).

b. At a minimum Lee County's approval of the requested wetland impacts requires removal and maintenance of invasive exotic vegetation (as defined in LDC Section 10-413(f)] for the entire Estero Pointe RPD, and enhancement, restoration and creation of once acre wetland for each one acre of fill/excavation impact (1:1 ratio). Areas which are trimmed must be mitigated at a ratio of one-half acre creation, enhancement or restoration for each one acre impact (1/2:1).

c. No mangrove trimming or removal (except in cases of public safety) is permitted outside the areas of proposed impacts. This provision is considered part of the approved wetland mitigation plan for Lee County.

d. All mitigation requirements must be clearly indicated on the local Development Order plans and must be inspected by Lee County staff prior to issuance of a Certificate of Compliance (CC) for any applicable Development Order.

DEVIATION (2), requests relief from LDC Section 10-296, Table 4(7)(c) which requires that wearing surfaces for local and access road for Class A development must be 1-1/2 inch asphaltic concrete of Florida Department of Transportation Type S-1, to allow for decorative pavers within the privately maintained internal roadways. The requested deviation is APPROVED with the CONDITION that prior to local Development Order approval, the Developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement. The approval of this deviation is limited to privately maintained streets.

DEVIATION (3) WITHDRAWN by the applicant.

DEVIATION (4) requests relief from LDC Section 10-329(e)(3) which requires the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling or various watery strata. The requested deviation is APPROVED subject to compliance with the following conditions:

a. Lake depths for a maximum of 20 feet or the confining layer, whichever occurs first, are approved subject to the adoption and implementation of the "Estero Pointe Management Program for Lakes Excavated Greater than 12 Feet, Zoning counter date stamped 12/13/95.

b. Prior to local Development Order approval for any area that contains lakes with depths greater than 12 feet, the Developer must submit an additional section of the management plan defining stratification and related lake problems for review and approval by Lee County staff.

DEVIATION (5) requests relief from LDC Section 10-329(e)(4) which requires that excavation bank slopes be no greater than 4:1, to permit 40 percent of the lake banks to utilize vertical bulkheads. The requested deviation is APPROVED subject to the following conditions:

a. Lake bottom slope, at the toe of any bulkhead, may be no greater than 4:1.

b. Bulkheads are subject to Lee County structural building permits.

DEVIATION (6) REQUESTS RELIEF FROM LDC Section 10-413(b)(2) which requires that residential developments provide 40 percent open space for large developments (50 percent of which must be indigenous plants for large developments), to allow the open space table provided. The requested deviation is APPROVED subject to the following conditions [see additional open space conditions for Deviation (9)]:

a. A minimum total of 76 percent open space and a minimum total of 57 percent indigenous open space must be provided.

b. Prior to local Development Order approval, the exact location of the 21.8 acres of indigenous preservation within the golf course rough must be shown on plans for the golf course.

DEVIATION (7) requests relief from LDC Section 10-414 which requires that no portion of a buffer area that consists of trees and shrubs be located in any easement, to allow planted buffers in easements. The requested deviation is APPROVED subject to the condition that if any required buffer or landscape strip vegetation which has been planted within an easement has to be removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

DEVIATION (8) WITHDRAWN by the Applicant.

DEVIATION (9) - SEE REVISED - requests relief from LDC Section 34-935(f)(3)(e) which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for Development Areas 2, 3, 4 and 5. The requested deviation is APPROVED subject to the following conditions:

a. Development Area 2 is limited to a maximum height of 75 feet.

b. Development Areas 3, 4, and 5 are limited to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units.

c. Development Areas 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multi-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

DEVIATION (10) WITHDRAWN by the Applicant.

DEVIATION (11) requests relief from LDC Section 34-935 to allow the property development regulations for Estero Pointe RPD. The requested deviation is APPROVED subject to the condition that development of the permitted uses must be in accordance with the "Property Development Table for Estero Pointe," stamped received January 5, 1996 and as further limited in the conditions of approval.

DEVIATION (12) requests relief from LDC Section 10-414(f) which requires the Developer to provide a 25-foot-wide buffer landward from the mean high water line of all non-seawalled natural waterways, to allow construction of a boat ramp, fishing/observation pier, three gazebos and two canoe launches on the Estero River, and boardwalks and other crossings on Halfway Creek. The requested deviation is APPROVED subject to the following conditions:

a. Water management berms are prohibited within the 25-foot-wide buffer area. Other water management structures are approved as long as their impacts are limited to the minimum necessary to meet permitting requirements of the South Florida Water Management District.

b. Gazebos are only approved on land locations within areas selected to avoid impacts to the greatest number of native trees and plants. Size is limited to 250 square feet. The gazebos must be constructed in a generally square or octagonal design. A maximum of two gazebos is approved.

c. Two canoe launch areas are approved. One of the canoe launch areas must be located as near as appropriate to the boat ramp to avoid additional impacts. Storage of canoes on land and be outside of the 25-foot-wide buffer area. Each canoe launch area is limited to a width of 25 feet along the Estero River.

d. One power boat ramp is approved with a maximum of two temporary mooring slips.

e. As part of the power boat ramp mooring facility, an observation boardwalk structure may be constructed at a length not to exceed 30 feet from the shoreline for the total structure.

f. The power boat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. The design must be approved as part of the building permit or local Development Order review for the boat ramp facility.

g. The boat ramp, temporary mooring/observation boardwalk, single family board-walks, cart crossings, and canoe launches are subject to all permitting requirements of LDC Chapter 26.

h. Gazebos, canoe launches and power boat ramp facilities are prohibited along Halfway Creek.

i. A maximum of one boardwalk for each two single family lots is permitted on Halfway Creek. Boardwalks are prohibited on the Estero River, except as conditioned in g. above.

DEVIATION (13) requests relief from the connection separation requirements of LDC Section 10-285(a), Table 2, to allow the connection separation shown on the "modified round-about" on the Master Concept Plan. The requested deviation is APPROVED subject to the condition that appropriate traffic signage be provided and the rotary intersection design is reviewed and approved by Lee County staff at time of local Development Order application.

Deviations approved under Resolution Z-05-010 and VOE

All deviations, except Deviation 9, approved by Resolution Z-96-005 remain in full force and effect. Deviation 9 is revised as follows:

DEVIATION (9) seeks relief from the requirement limiting the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for Development Areas (Pods) 2,3,4 and 23 stories over parking for Pod 5. This deviation is APPROVED, SUBJECT TO the following conditions:

Deviation APPROVED, SUBJECT TO the following conditions:

a. Development Area (Pod) 2 is limited to a maximum height of 75 feet.
b Development Areas (Pods) 3 and 4 are limited to a maximum height of 220 feet and Pod 5 is limited to a maximum height of 23 stories over parking not to exceed 270 feet (with additional 20 feet for rooftop equipment). Pods 3, 4 and 5 are further limited to a combined total of five multi-family high-rise buildings and 24 low-rise villa units for a combined total of 630 dwelling units: a maximum of two high-rise buildings on Development Areas (Pods) 3 and 4, and 24 low-rise villa units in Development Area (Pod) 3 only; and a maximum of one high-rise building on Development Area (Pod) 5.
c. Development Areas (Pods) 3 and 4 must provide a minimum of 35 percent open space.
d Development Area (Pod) 5 is limited to one multi-family high-rise building and must provide a minimum of 60 percent open space.
e. Ninety percent of the required parking in multiple-family Development Areas (Pods) 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots. .
f . All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

Deviations approved under Resolution Z-09-030

DEVIATION (14) requests relief from LDC Section 34-1744(b)(2)a. which requires a fence or wall located between a street right-of-way or easement and the minimum required street setback line to not exceed three or four feet in height, to allow 4 foot and 6 foot fences to abut the access easements shown on the Master Concept Plan.

EXHIBIT D-7-Q

PREVIOUS JO NO. 20044403, 20068330, 20087508
D:\2014\20149683-004\Planning\MCP\87506-MCP-SCH OF DEVIATIONS.dwg (DEVIATIONS - SHEET 4) MAG Oct 15, 2021 - 10:31am

REVISIONS		
1	PD AMENDMENT FOR POD 5	10/21

LEE COUNTY
FLORIDA

WEST BAY CLUB
RPD/CPD

JOHNSON ENGINEERING

2122 JOHNSON STREET
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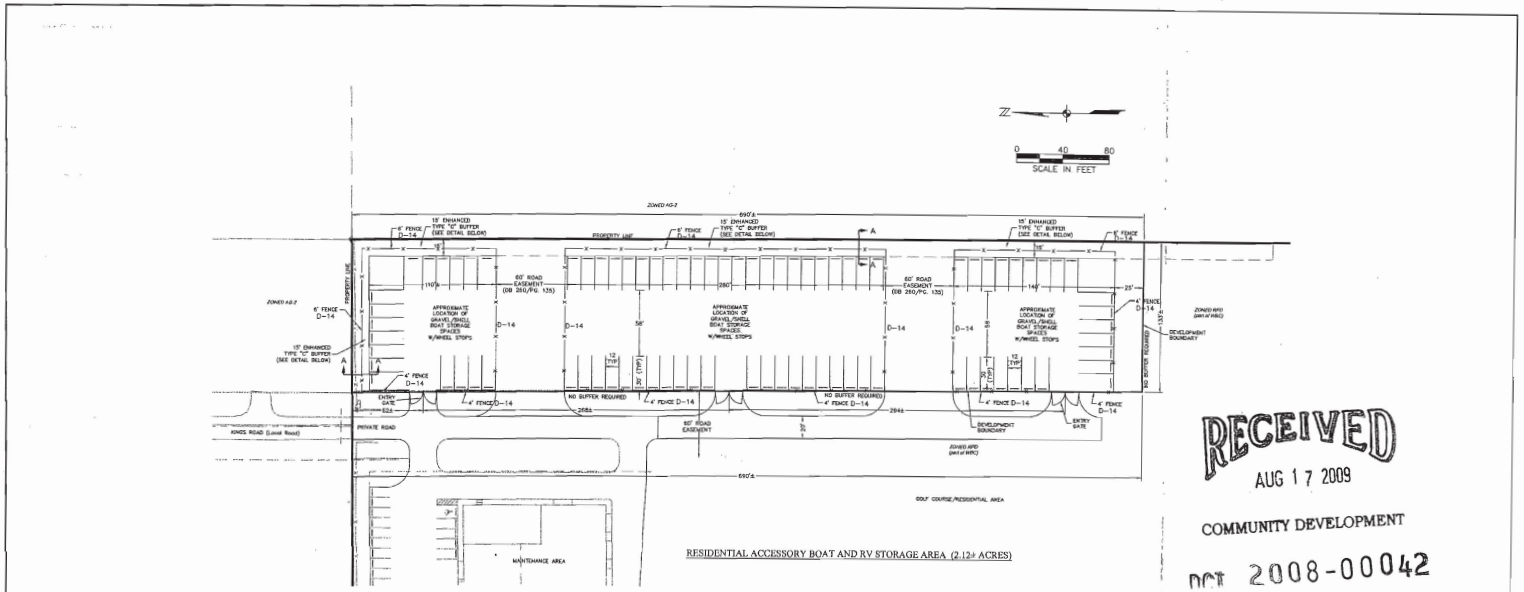
FAX (239) 334-3661
E.B. #642 & L.B. #642

SCHEDULE OF DEVIATIONS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
OCTOBER 2021	20149683-004	29-46-25	As Shown	3


SCALE IN FEET
RESIDENTIAL ACCESSORY BOAT AND RV STORAGE AREA (2.12± ACRES)
RECEIVED
AUG 17 2009
COMMUNITY DEVELOPMENT
DCI 2008-00042
EXHIBIT "C"
(Page 4 of 4)
SECTION A-A
ENHANCED TYPE 'C' BUFFER
7 TREES PER 100 LINEAR FEET
2 PALM TREES PER 100 LINEAR FEET
33 SHRUBS PER 100 LINEAR FEET
Approved as Exhibit C
MCP Page 4 of 4
Resolution # Z-09-030
LEE COUNTY
FLORIDA
WEST BAY CLUB
RPD/CPD
JOHNSON ENGINEERING
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642
RESIDENTIAL ACCESSORY
BOAT/RV STORAGE AREA PLAN
NOVEMBER 2008
20087508
29-46-25
As Shown
4

WEST BAY CLUB POD 5

Zoning Staff Report

for

Village Council First Reading

November 3, 2021

PROJECT NAME:	**West Bay Club Pod 5**
CASE TYPE:	**Amendment to Residential Planned Development Zoning**
CASE NUMBER:	**DCI2021-E001**
PLANNING, ZONING AND DESIGN BOARD MEETING:	**September 28, 2021**

SUMMARY OF REQUEST

Request to amend Residential Planned Development zoning to increase height from 20 stories over parking to 23 stories over parking (approximately 270 feet) plus 20 feet for rooftop equipment, for a proposed 88-unit high rise building on Pod 5. West Bay Club is a developed 866-acre residential golf course community located at the end of Williams Road, west of US 41.

RECOMMENDATION

The Planning, Zoning and Design Board heard this case on September 28, 2021 and recommended approval with staff conditions and two additional conditions. The conditions are contained in the Ordinance.

GENERAL INFORMATION

Applicant
Chris Johnson, West Bay Hill, LLC, Chicago, Illinois

Authorized Agent
Johnson Engineering, Laura DeJohn, AICP

Location

West of US 41 at the end of Williams Road, off Baybridge Boulevard to “no name” bridge

STRAP Number
06-47-25-E2-07MF1.0000

Size of Property
5 acres (West Bay Club is 866 acres total)

Surrounding Zoning
North Wetlands and West Bay Golf Course

East West Bay Club RPD (residential and golf course)

South Wetlands and West Bay Golf Course

West Wetlands and conservation area, then Estero Bay

Zoning
Residential Planned Development (RPD)

Comprehensive Plan Land Use Category
Wetlands; West Bay Club is Village Neighborhood 1 and Wetlands

Project History
West Bay Club was rezoned from AG-2, C-2, CS-1 and RM-2 to Residential Planned Development for 1121 units in 1996 by Lee County Resolution Z-96-005 (later reduced to 1,016 units). At that time, the project was called Estero Pointe. There have been numerous amendments since then. Two acres were rezoned to CPD in 2019 by Resolution Z-09-030. The most recent Resolution affecting Pod 5 is Resolution Z-05-010.

Public Information Meeting
A Public Information Meeting was held on July 13, 2021. Several questions were raised about height, setbacks, Pattern Book, agreement with the developer, sight lines, and the shadow study. Additional information was submitted by the applicant to address these questions and comments. (See attached.)

STAFF ANALYSIS

Request
Amend Deviation 9 of Zoning Resolution Z-05-010 for West Bay Club Residential Planned Development to revise the maximum height for Development Area (Pod) 5 from 20 stories over parking to 23 stories over parking, and to make corresponding changes to the Property Development Regulation Table.

Project Description
West Bay Club is an existing nearly built out 866-acre residential golf course community off US 41 at the end of Williams Road. The project’s western boundary is Estero Bay. The project has approval for 1,016 residential units. The subject of this zoning amendment is a vacant, partially cleared 5-acre site known as Pod 5. The 5-acre site is an island situated off West Bay Club Boulevard and Baybridge Boulevard and is accessed by a bridge known as “no name” bridge.

The property is surrounded by wetlands and protected conservation areas, but the proposed building site is an upland area.

West Bay Club has a mixture of single family and multifamily residences and a golf course, and was approved for several high rise buildings by Lee County, with one approved to be located on Pod 5.

Jasmine Bay has developed with two high rise buildings. Orchid Bay, which was approved for a high rise, has developed as single family residences. Pod 5 was approved by the County for 20 stories over parking, with a maximum height of 220 feet. The applicant has stated that he is requesting the additional height for 23 stories over parking to develop a higher quality product on the last remaining high rise development site in West Bay Club. The additional stories allow a more "slender" footprint based on a 4-unit per floor design and higher ceilings, instead of a 6-unit per floor prototype. The applicant explains that this design will result in fewer units, that are of higher quality as further stated below.

Applicant's rationale:

> *A maximum of 88 units are anticipated within this four unit-per-floor design, which is fewer than the 120 units that would be developed using a six unit-per-floor design at 20 stories. The project will include up to four guest rooms on the lobby/amenity level of the building. These four guest rooms will be 400-600 square feet in size comparable to a hotel room accommodation of bed and bathroom, and will not contain cooking facilities. The guest rooms will be common element amenities, managed exclusively for reservations by unit owners within the building for occasional guests. The four guest rooms are functionally equivalent to guest rooms within a dwelling unit, except they are on the lobby level and not within the dwelling units. These four guest rooms will not be sold or otherwise rented beyond a maximum seven-day stay for guests of the building residents.*
>
> *The four unit-per-floor building footprint, elevations, and height diagram including ceiling heights are illustrated in the Architectural Concept Package dated June 9, 2021 by Garcia Stromberg GS4 Studios included with this request. Development will conform with industry trends toward increased standard ceiling heights of 9 to 10 feet and penthouse ceiling heights of 11 to 12 feet to ensure quality construction and a quality final product.*
>
> *The proposed building height is a maximum of 270 feet from grade to top of roof per the measurement standards of Land Development Code Section 10.301.C., Building Height. Due to the unique characteristics of a 23-story high rise, the rooftop elevator shaft, stairs, and enclosed roof and pool access space are proposed not to exceed 20 feet in height and to not occupy more than 25% of the total roof area. Mechanical equipment sizing and layout will be determined upon final design and permitting. The height diagram in the Architectural Concept Package dated June 9, 2021 by Garcia Stromberg GS4 Studios illustrates these parameters for the rooftop appurtenances.*

The proposed zoning amendment is to amend Deviation 9 of Resolution Z-05-010 for 3 additional stories for the proposed high rise building. No changes are proposed to density, open space, development areas, or environmental preserve areas.

Pattern Book, High Rise Details, Architecture and Shadow Study

The applicant has submitted a revised Pattern Book dated October 1, 2021 for "The Island at West Bay" from Garcia Stromberg GS4 Studios. The Pattern Book contains a site plan and building footprint meeting the setback for the protected 25-foot perimeter conservation areas. A typical floorplan is provided as well as a diagram showing the number of floors, height and parking.

The applicant also included "shadow study" imagery in its Architectural Concept Package to demonstrate the positioning of the building with the more slender profile and 4 units per floor compared to the 6-unit per floor design. The shadow cast will be limited to the golf course and related facilities of West Bay Club, not affecting residences, according to the applicant. Staff has noted the worst case scenario is in June in the Baybridge Boulevard neighborhood, before sunset where the shadow is at the edge of the homesites. The previously proposed 6-unit per floor design would have had a broader impact.

The applicant submitted a revised Pattern Book in response to staff and Planning, Zoning and Design Board comments. The initial Pattern Book appeared to be a more modern building style, with a patterned glass façade and "pure white" predominant color scheme. The architect has made revisions and refinements to address these concerns.

The revised Pattern Book shows the revisions and contains comparison pages of the building elevations. The color palette is neutral earth tones, starting darker at the base and becoming lighter as the building rises. Revisions include updates to the main floor and base of the building, and use of limestone type of material at the base of the building and within the formal entry portal. Additionally, glazing was replaced with window treatments, and deep overhangs. The style is a combination of Florida vernacular and Mediterranean elements.

The applicant has also provided "Rendered Views" showing the visibility of the high rise from different points, including within the development (Jasmine Bay towers), from the water, from US 41 and Williams Road, from the Pelican Sound area, and an aerial view. The building will be visible similar to the Jasmine Bay towers, but does not appear to be a dominating feature according to these photographs.

Transportation Analysis

Access to West Bay Club is from US 41, to Williams Road to the gated entry at West Bay Boulevard. The applicant provided a Traffic Impact Statement (TIS) and staff has reviewed the information provided.

The 88 units proposed for Pod 5 will generate 559 daily trips (38 net new peak hour in the morning and in the evening). The existing development traffic combined with Pod 5 traffic will be within the total number of trips allowed by Zoning Resolution Z-09-030.

The traffic analysis also shows that Williams Road will operate at an acceptable level of service including the traffic from the high rise. The applicant's traffic analysis indicates that the West Bay Club gated entrance is expected to have sufficient queue length. Some public comments were received indicating operational issues with backups at the gate. Theses operational issues will be examined at time of development order with a construction management plan.

Environmental Analysis

The West Bay Club property was analyzed by Lee County and other environmental agency staff during the rezoning, development order and permitting processes.

The Residential Planned Development comprises 866 acres. Of that total, 398 acres are preserved wetlands, with an additional 94 acres in Preservation and Upland Buffer areas. There

is also some “rare and unique” upland habitat on the overall site that is similarly protected. The rare and unique upland areas consist of rosemary scrub, which was incorporated into the Master Concept Plan as preserve areas and are now protected under a conservation easement and used as an onsite gopher tortoise preserve. Pod 5 is a 5-acre site that has been partially cleared.

The site (and surrounding area) is shown as Wetlands on the Comprehensive Plan Land Use Map. However, this site, while surrounded by wetlands, is not a wetland. The Comprehensive Plan Map shows “generalized locations” of wetlands and is not exact due to the map scale. The property should be redesignated to Village Neighborhood 1 under Policy FLU-1.8.2. in the Comprehensive Plan. This can be done through an administrative process outlined in the Comprehensive Plan. The applicant has filed this and it has been approved.

Permits have been issued by the US Army Corps of Engineers and South Florida Water Management District, and conservation easements to protect the wetlands are recorded. Pod 5 has a 25-foot conservation on its perimeter.

There are eagles in the general vicinity of West Bay Club, but not near this property, or within the 660-foot distance of a nest regulated by Federal and State agencies or the Village Land Development Code.

The staff and the Village’s environmental consultant conducted a site inspection on August 18, 2021. The site check confirmed that the property is uplands and disturbed uplands. The consultant’s recommendations are attached and suggest a protected species and tree survey as part of the development order submittal.

Flood and Hurricane Preparedness
The site is located in the FEMA flood zone AE11 and will need to be elevated to meet FEMA standards. The site is also in the Coastal High Hazard area (described as areas below the elevation of the category 1 storm surge line established by the SLOSH model).

This development will need to provide mitigation for hurricane sheltering due to its location in the hurricane storm surge area. Mitigation is determined at time of development order per the Land Development Code.

Comprehensive Plan Considerations
West Bay Club is designated in the Comprehensive Plan as Village Neighborhood 1 and Wetlands. The Village Neighborhood 1 category is primarily lower density residential (1-4 units per acre), but can also have minor and neighborhood level commercial uses to support the residents. This 5-acre site is shown as Wetland on the Land Use Map. However, the Map contains a statement that it shows approximate boundaries of wetlands. Exact boundaries are determined in accordance with the process outlined in Land Use Policy FLU-1.8.2. (an administrative process to establish the precise boundary due to the map scale). Through this process, the 5-acre site has been designated as Village Neighborhood 1, similar to nearby properties.

This project was approved by Lee County and the location of this approved high rise multifamily use is not changing, and the number of units is proposed to be reduced from what was previously planned. A conservation buffer of 25 feet is provided around the site which will help ensure the wetlands are not being impacted, and the access bridge to the site is already permitted and constructed.

The site is located in the Coastal High Hazard area. Higher density development is discouraged in Coastal High Hazard areas. In this case, the applicant proposes to reduce the density by

lowering the unit count from 120 to 88 units. The height was approved by Lee County at 20 stories over parking (220 feet). The additional requested height is 3 stories, for approximately 270 feet plus 20 feet for rooftop equipment. West Bay Club is close to buildout. Under Village Neighborhood 1, the Comprehensive Plan Land Use category, the density range is 1-4 units per acre. The density of this project is within the allowed range.

For the reasons stated above, staff believes the request is consistent with the Comprehensive Plan.

Other Comments

- Port Authority Tall Structure Review: The Lee County Port Authority staff has reviewed this project and determined that a tall structures permit is not required (see attached May 27 letter).

- School District: The Lee County School District has commented that capacity is not an issue within the School Concurrency Service Area.

- Estero Fire District: The Fire District had no comment at this time.

- Lee County Solid Waste: Lee County Solid Waste has requested more detail about the disposal methods. The applicant has responded that it will utilize a trash compactor, and further detail will be provided at time of development order.

FINDINGS OF FACT

If the Council wishes to recommend approval, staff has proposed findings of fact below:

1. The applicant has provided sufficient justification for the zoning amendment through demonstrating compliance with the Comprehensive Plan, the Land Development Code, and other applicable codes.

2. The application with the proposed conditions is compatible with existing uses in the surrounding area.

3. Approval of the request will not place an undue burden upon existing transportation or planned infrastructure facilities.

4. Urban services will be available and adequate to serve the proposed use.

5. The request will not adversely affect environmentally critical areas and natural resources, which are already protected through the zoning and by other agency permits.

6. The proposed use was previously approved for this vacant site, and as conditioned is appropriate at the subject location.

STAFF RECOMMENDED CONDITIONS

The Planning, Zoning and Design Board and staff propose the following conditions:

1. Deviation 9 of Zoning Resolution Z-05-010 is amended to allow a maximum height for Development Area Pod 5 of 23 stories over parking, not to exceed 270 feet (with an additional 20 feet for rooftop equipment). The Property Development Regulations Table of the Master

Concept Plan is revised to show the number of habitable floors as 23. All other conditions of prior Zoning Resolutions remain in effect except for Deviation 9 for Pod 5.

2. The maximum number of units is limited to 88.

3. Pod 5 is limited to one high rise building and must provide a minimum of 60% open space.

4. Ninety percent of the required parking in Pod 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

5. The project must be consistent with the Pattern Book titled "The Island at West Bay – Estero, Florida, Pattern Book – 10.01.2021". The Pattern Book is not conceptual. Photographic images may be illustrative, but the development must be in substantial compliance with the Pattern Book, including architecture. Minor variations of details or colors will be evaluated as part of development order approval.

6. The building footprint shall be generally consistent with the shadow study imagery depicted in the Pattern Book to ensure that there are no negative impacts to residences.

7. Solid waste details, hurricane preparedness requirements, green building standards, protected species and tree survey, and construction traffic management plan will be further reviewed at time of development order.

8. An independent, professional, geotechnical engineer with direct experience in South Florida high-rise construction will be retained to provide building foundation recommendations. Their report will be based on multiple borings within the future tower footprint that represents the soil profile in the ground. Their report will be signed and sealed by a licensed engineer and submitted for the foundation design to both the applicant's contractor and the Village, prior to approval of a building permit.

9. Non-reflective glass will be used in the building design.

ATTACHMENTS:

1. Location Map
2. Village of Estero Environmental Inspection Report
3. Port Authority Letter
4. School District Letter
5. Solid Waste Email
6. Applicant's Request Statement
7. Applicant's List of Zoning Resolutions and Approvals
8. Applicant's Additional Submittal Material Dated August 6, 2021 and September 10, 2021
9. Zoning Resolution Z-05-010
10. Zoning Resolution Z-96-005

Location Map

Attachment 1

Attachment 2

VILLAGE OF ESTERO
ENVIRONMENTAL INSPECTION REPORT

WEST BAY CLUB POD 5

Site Inspection August 18, 2021

Mighty Mangroves, LLC
Lori Vogt, Ecologist, PWS, ISA Certified Arborist
August 31, 2021

PLANNED DEVELOPMENT AMENDMENT DCI2021-E001

West Bay Hill, LLC is proposing a Planned Development Amendment to revise the maximum height for development area Pod 5 from 20 stories over parking to 23 stories over parking.

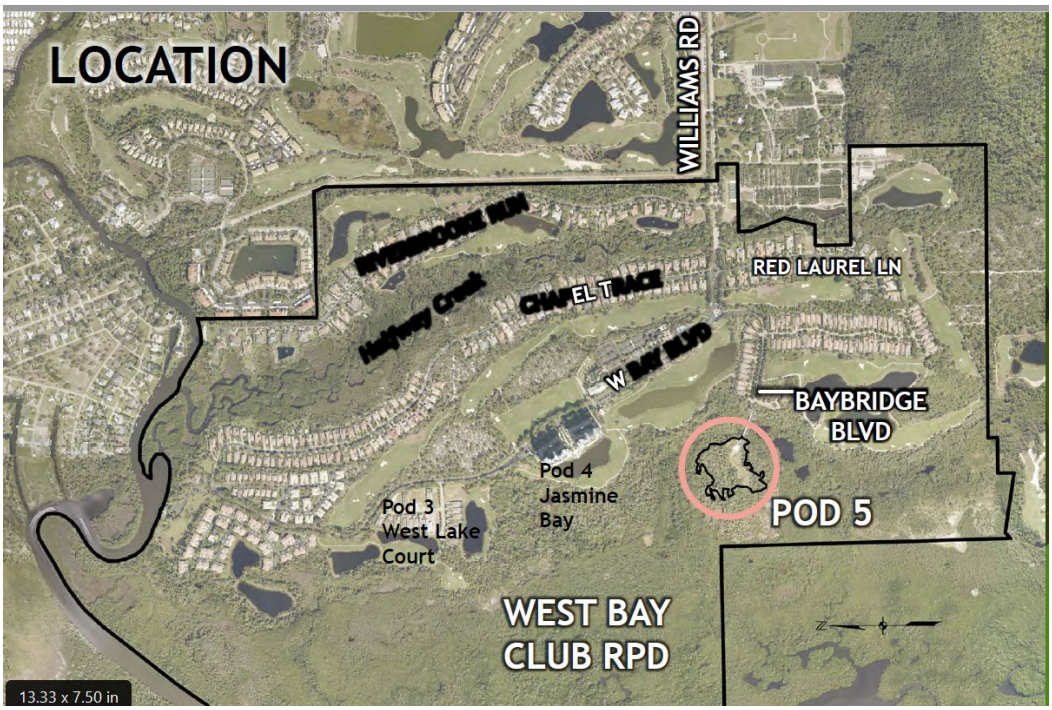
SITE VISIT

A site visit was coordinated with Johnson Engineering, the applicant's agent. The environmental field assessment of the parcel was performed with Village of Estero planning staff on the morning of Wednesday August 18th, 2021. The purpose of the inspection was to verify wetland limits and confirm that the current upland vegetation community in the Pod 5 development area is consistent with the previously approved documented uplands.

LOCATION

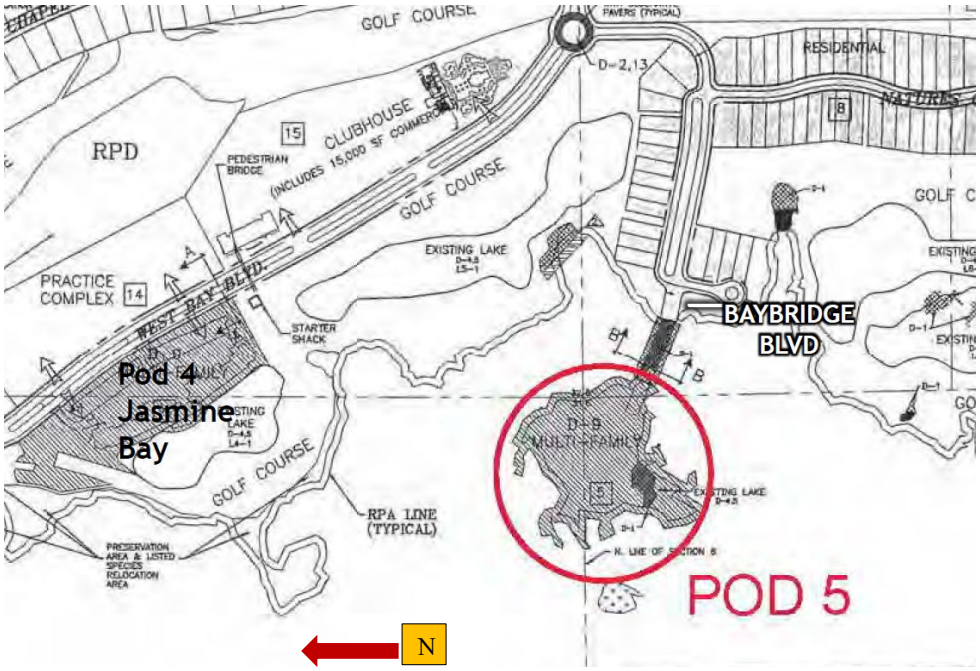
West Bay Club Pod 5 is the final development parcel located generally West of the West Bay Club entry roundabout.

Location Map



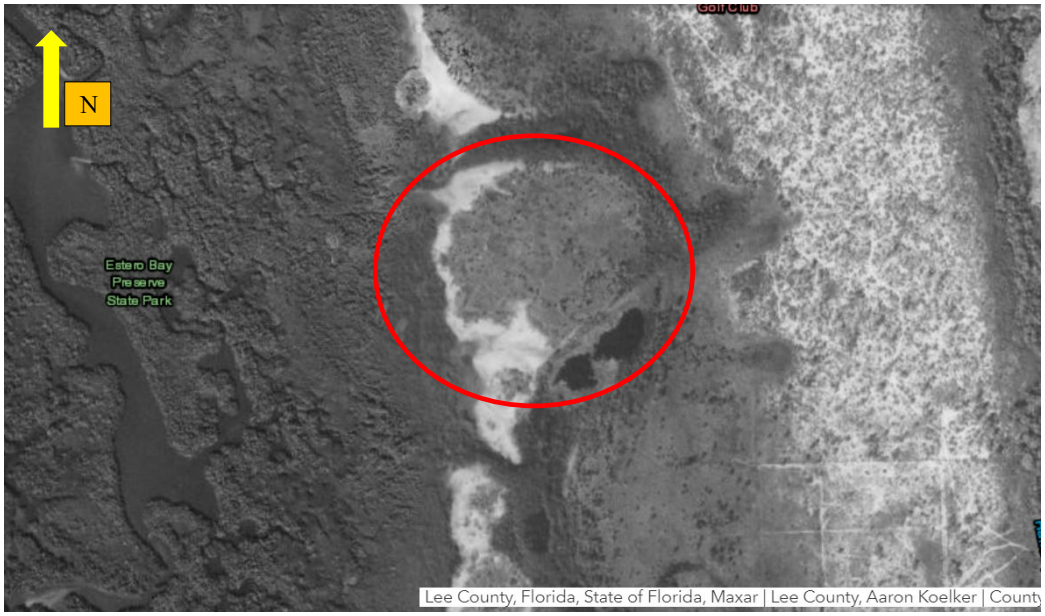
1998 Development Order approval for Pod 5

Lee County DOS98-11-227.00D was approved, stamped March 15, 1999. This approval includes the development area footprint for Pod 5.



2021 Aerial

1953 aerial



UPLAND VERIFICATION

The parcel designated for Pod 5 is uplands or disturbed uplands. The upland habitat community should be evaluated for listed species prior to the development order review process.

NATIVE VEGETATION

The pine flatwoods vegetation community includes native slash pine, live oak, cabbage palm, saw palmetto, wax myrtle, saltbush, wild coffee, and grape vine.

LISTED SPECIES

A formal Protected Species Survey will be needed to document the presence or absence of any listed species utilizing the property intended for future development. The vegetation community type could support protected species such as gopher tortoise (*Gopherus polyphemus*) and Curtiss milkweed (*Asclepia curtissii*).

RECOMMENDATIONS FOR DEVELOPMENT ORDER REVIEW

Applicant should:

- Compare the proposed development footprint area to the original development footprint area
- Provide an Open Space map with area calculations to meet 60% for the Development Order submittal
- Show cross sections in the Development Order submittal to include toe of fill slope, 25' upland buffer and surrounding features
- Submit a Protected Species Survey with updated FLUCCS map with the Development Order submittal
- Submit a tree survey to verify the absence or presence of Heritage trees as part of Development Order submittal

Upland inspection photos

Attachment 3

LEE COUNTY PORT AUTHORITY

Direct Dial: 239-590-4603
Fax: 239-590-4688

BENJAMIN R. SIEGEL, CPA, C.M.
EXECUTIVE DIRECTOR

RICHARD WM. WESCH
PORT AUTHORITY ATTORNEY

BOARD OF
PORT COMMISSIONERS

BRIAN HAMMAN

FRANK MANN

CECIL L PENDERGRASS

KEVIN RUANE

RAY SANDELLI

April 30, 2021

Ms. Mary Gibbs, FAICP
Community Development Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Re: West Bay Club Pod 5
DCI2021-E001

Dear Ms. Gibbs:

The Lee County Port Authority (LCPA) has reviewed the proposed West Bay Club Pod 5 Major PD Amendment application and provides the following comment:

- Any object or structure (including temporary equipment used for construction) within an Airport Obstruction Notification Zone or proposed at a height greater than an imaginary surface extending outward and upward from any point of any SWFIA runway at a slope of 125 to 1 (one foot vertically for every 125 feet horizontally) for a distance up to a height of 125 feet above mean sea level and anything above 125 feet above mean sea level will require a Tall Structures Permit approved by the LCPA as described in sections 34-1107 of the Land Development Code and Lee County Administrative Code 13-7. Additionally, any proposed object or structure at a height greater than an imaginary surface extending outward and upward from any point of any SWFIA runway at a slope of 100 to 1 up to a height of 200 feet above mean sea level and anything above 200 feet above ground level will require the sponsor to acquire a determination of no hazard from the Federal Aviation Administration (FAA) pursuant to 14 CFR Part 77.

We appreciate the opportunity to comment on this matter. If you have any questions or require additional information, please do not hesitate to contact me at (239) 590-4603.

Sincerely,

LEE COUNTY PORT AUTHORITY

Ian Sikonia, AICP
Airport Planner

cc. Alicia Dixon – Director, Planning & Environmental Compliance, LCPA

SOUTHWEST FLORIDA INTERNATIONAL AIRPORT
11000 Terminal Access Road, Suite 8671 ▪ Fort Myers, Florida 33913-8213
www.flylcpa.com

Attachment 4

From: Ellis, Donna
To: Lisa Reitbauer; Ebaugh, Kathie
Subject: RE: Village of Estero DCI2021-E001 - West Bay Club Pod 5 Initial Submittal 4-21-2021
Date: Monday, May 17, 2021 1:15:42 PM
Attachments: image002.png
image003.png
image008.png
image001.png
image010.png
Response Letter Johnson West Bay Club Pod 5.pdf
Student Generation Johnson West Bay Club Pod 5.pdf

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Good Afternoon,

Attached you will find the concurrency review for West Bay Club Pod 5 DCI2021-E001

Please don't hesitate if you have any further questions.

Donna Ellis
Planning Specialist
2855 Colonial Blvd, Fort Myers, FL 33966
o: 239-335-1494
donnaje@leeschools.net
www.leeschools.net

THE SCHOOL DISTRICT OF LEE COUNTY
PERSONAL | PASSIONATE | PROGRESSIVE

From: Lisa Reitbauer <reitbauer@estero-fl.gov>
Sent: Tuesday, May 4, 2021 2:09 PM
To: Ellis, Donna <DonnaJE@LeeSchools.Net>; Ebaugh, Kathie <KathieE@LeeSchools.net>
Subject: FW: Village of Estero DCI2021-E001 - West Bay Club Pod 5 Initial Submittal 4-21-2021

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Good afternoon,

As a follow-up to the email I received a short time ago regarding Dominic Gemelli's departure, below are credentials for DCI2021-E001, West Bay Club Pod 5. I know the review time is very short for you but we would appreciate your comments as soon as possible. The credentials are below.

Lisa Reitbauer
Administrative Assistant – Planning & Zoning
9401 Corkscrew Palms Circle
Estero, FL 33928
Office: (239) 319-2831
www.estero-fl.gov

From: Lisa Reitbauer
Sent: Friday, April 23, 2021 1:53 PM
To: 'jgenson@CityofBonitaSpringsCD.org' <jgenson@CityofBonitaSpringsCD.org>; Terry Kelley <tkelley2@leegov.com>; Nancy E. Stroud, PA <nstroud@nstroudpa.com>; Scott Danielson (danielson@esterofire.org) <danielson@esterofire.org>; Phil Green <green@esterofire.org>; Mark Clark <mark.clark@dot.state.fl.us>; Brigitte Kantor <bkantor@leegov.com>; Walter McCarthy <mccarthy@estero-fl.gov>; Jim Hart <hart@estero-fl.gov>; 'David Willlems' <willems@estero-fl.gov>; Matt Noble <noble@estero-fl.gov>; Kathy Eastley <eastley@estero-fl.gov>; Lee Mayfield <lmayfield@leegov.com>; Mikki Rozdolski <mrozdolski@leegov.com>; 'lindajsa@leeschools.net' <lindajsa@leeschools.net>; 'dominictg@leeschools.net' <dominictg@leeschools.net>; 'iosikonia@flylcpa.com' <iosikonia@flylcpa.com>
Cc: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Village of Estero DCI2021-E001 - West Bay Club Pod 5 Initial Submittal 4-21-2021

Good afternoon,

Please review DCI2021-E001 for West Bay Club Pod 5, Initial Submittal 4-21-2021. The supporting documents and plans are uploaded to the Village of Estero FTP website.

Sufficiency review comments should be provided to me by **Wednesday, May 5, 2021** to allow time to prepare the response package and transmit it to the applicant.

The web address and log-in credentials to access the Village of Estero FTP website are:

Link: https://docshare.estero-fl.gov:8000

Username: WestBayClubPod5
Password: W3$tb@4pd$563

Lisa Reitbauer
Administrative Assistant – Planning & Zoning
9401 Corkscrew Palms Circle
Estero, FL 33928
Office: (239) 319-2831
www.estero-fl.gov

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THE SCHOOL DISTRICT OF LEE COUNTY

May 17, 2021

Lisa Reitbauer
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: West Bay Club Pod 5

Dear Ms. Reitbauer:

This letter is in response to your request for Letter of Availability and Concurrency dated April 21, 2021 for the West Bay Club Pod 5 in regard to educational impact. The project is located in the South Choice Zone, S3.

This development is a request for 1016 single family housing units. With regard to the inter-local agreement for school concurrency the generation rates are created from the type of dwelling unit and further broken down by grade level.

For single-family homes, the generation rate is .297 and further broken down by grade level into the following, .149 for elementary, .071 for middle and .077 for high. A total of 302 school-aged children would be generated and utilized for the purpose of determining sufficient capacity to serve the development.

The Concurrency Analysis attached, displays the impact of this development. Capacity is not an issue within the Concurrency Service Area (CSA).

Thank you and if I may be of further assistance, please contact me at 239-335-1494

Sincerely,

Donna Ellis, Planning Specialist

BOARD MEMBERS: DEBBIE JORDAN, CHAIR, DISTRICT 4| **BETSY VAUGHN,** VICE CHAIR, DISTRICT 6 | **MARY FISCHER,** DISTRICT 1
MELISA W. GIOVANNELLI, DISTRICT 2 | **CHRIS N. PATRICCA,** DISTRICT 3 | **GWYNETTA S. GITTENS,** DISTRICT 5
CATHLEEN O'DANIEL MORGAN, DISTRICT 7 | **GREGORY K. ADKINS, Ed.D.**, SUPERINTENDENT | **KATHY DUPUY-BRUNO, ESQ.,** BOARD ATTORNEY

LEE COUNTY SCHOOL DISTRICT'S SCHOOL CONCURRENCY ANALYSIS

REVIEWING AUTHORITY	Lee County School District
NAME/CASE NUMBER	West Bay Club Pod 5
OWNER/AGENT	Johnson
ITEM DESCRIPTION	DCI all impacts in South CSA, sub area S3
LOCATION	06-47-25-E2-07MF1.0000
ACRES	866
CURRENT FLU	Suburban & Wetlands

PROPOSED DWELLING UNITS BY TYPE

Single Family	Multi Family	Mobile Home
1016	0	0

	Student Generation Rates			
STUDENT GENERATION	**SF**	**MF**	**MH**	**Projected Students**
Elementary School	0.149			151.38
Middle School	0.071			72.14
High School	0.077			78.23

Source: Lee County School District, September 7, 2018 letter

CSA SCHOOL NAME 2022/23	CSA Capacity (1)	CSA Projected Enrollment (2)	CSA Available Capacity	Projected Impact of Project	Available Capacity W/Impact	LOS is 100% Perm FISH Capacity	Adjacent CSA Available Capacity w/Impact
South CSA, Elementary	12,364	11,471	893	151	742	94%	
South CSA, Middle	5,911	5,543	368	72	296	95%	
South CSA, High	8,608	7,786	822	78	744	91%	

(1) Permanent Capacity as defined in the Interlocal Agreement and adopted in the five (5) years of the School District's Five Year Plan

(2) Projected Enrollment per the five (5) years of the School District's Five Year Plan plus any reserved capacity (development has a valid finding of capacity)

(3) Available Adjacent CSA capacity is subject to adjacency criteria as outlined in the Interlocal Agreement and the School District's School Concurrency Manual

Prepared by: Donna Ellis, Planning Specialist

Attachment 5

From: Kantor, Brigitte
To: Lisa Reitbauer
Subject: RE: Village of Estero DCI2021-E001 - West Bay Club Pod 5 Initial Submittal 4-21-2021
Date: Monday, April 26, 2021 4:47:21 PM
Attachments: image002.png

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hello Lisa and Jim,
I have reviewed the provided documents on behalf of the Solid Waste Department. We have no issue with the applicant moving forward with the project. However, in order to provide garbage and collection service and ensure the safety and well-being of the future residents we ask that the Village's response package please include for the applicant or his representative to provide information on:

- details about the disposal of solid waste and recycling – concierge service or resident taking care of it

This can include all and/or some of the following:

- plans for solid waste enclosures and or trash chutes
- for trash cutes have the applicant demonstrate sound and vibration control
- size of dumpster or size of compactor
- access to collection vehicle

Thank you.

Regards,

Lee County
Southwest Florida
Brigitte Kantor | Manager, Public Utilities
Solid Waste Department
6431 Topaz Court, Fort Myers, FL 33966
office: (239) 533-8000
cell: (239) 707-5137
Email: **BKantor@leegov.com**
Web: www.leegov.com/solidwaste

From: Lisa Reitbauer <reitbauer@estero-fl.gov>
Sent: Friday, April 23, 2021 1:53 PM
To: ext-Genson, Jacqueline (cityofbonitaspringscd.org) <jgenson@cityofbonitaspringscd.org>; Kelley, Terry <TKelley2@leegov.com>; Nancy E. Stroud, PA <nstroud@nstroudpa.com>; Scott Danielson

(danielson@esterofire.org) <danielson@esterofire.org>; Phil Green <green@esterofire.org>; Mark Clark <mark.clark@dot.state.fl.us>; Kantor, Brigitte <BKantor@leegov.com>; Walter McCarthy <mccarthy@estero-fl.gov>; Jim Hart <hart@estero-fl.gov>; David Willems <willems@estero-fl.gov>; Matt Noble <noble@estero-fl.gov>; Kathy Eastley <eastley@estero-fl.gov>; Mayfield, Lee <LMayfield@leegov.com>; Rozdolski, Mikki <MRozdolski@leegov.com>; lindajsa@leeschools.net; ext-Gemelli, Dominic (leeschools.net) <dominictg@leeschools.net>; iosikonia@flylcpa.com
Cc: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Village of Estero DCI2021-E001 - West Bay Club Pod 5 Initial Submittal 4-21-2021

Good afternoon,

Please review DCI2021-E001 for West Bay Club Pod 5, Initial Submittal 4-21-2021. The supporting documents and plans are uploaded to the Village of Estero FTP website.

Sufficiency review comments should be provided to me by **Wednesday, May 5, 2021** to allow time to prepare the response package and transmit it to the applicant.

The web address and log-in credentials to access the Village of Estero FTP website are:

Link: https://docshare.estero-fl.gov:8000

Username: WestBayClubPod5
Password: W3$tb@4pd$563

Lisa Reitbauer
Administrative Assistant – Planning & Zoning
9401 Corkscrew Palms Circle
Estero, FL 33928
Office: (239) 319-2831
www.estero-fl.gov

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Attachment 6

Request Statement

Attachment 7.A

West Bay Club Pod 5 – Planned Development Amendment

7.A Request Statement

Approval for the community now known as West Bay Club dates back to original rezoning to Residential Planned Development granted for the Estero Pointe project on March 18, 1996 by Resolution Z-96-005. Since original approval, the community has been subject to ongoing actions of zoning amendments, administrative amendments, and final plan approvals and development orders, and is nearing completion.

> The requested PD Amendment is to amend Deviation Number 9 granted by Resolution Z-05-010 for the West Bay Club Residential Planned Development (RPD) to revise the maximum height for Development Area (Pod) 5 from 20 stories over parking to 23 stories over parking. Development Pod 5 is a +/-5-acre existing development tract within West Bay Club RPD.

This proposed amendment is limited to the revision of the height deviation (Deviation 9) originally granted by Resolution Z-96-005 and refined in Resolution Z-05-010. No change is proposed to allowable number of units, density, access, open space, development areas, or environmental considerations. The RPD is nearing buildout and through the rezoning and South Florida Water Management District permitting process (Permit 36-03098-P), environmental preservation requirements have been fulfilled and all infrastructure is in place. Per the United States Army Corps of Engineers and SFWMD Permits, the Development area comprising Pod 5 is uplands designated for multifamily development.

The RPD comprises 866 acres, of which 2 acres was rezoned to CPD in 2009 by Resolution Z-09-030. Of the 866 acres, 397.8 acres remain as preserved wetlands, plus another 118.3 acres are in Preservation and Upland Buffer areas.

A total of 1,016 dwelling units are allowed within the RPD. Maximums are established for sub-areas within the project:

- land within the Outlying Suburban designation identified on the Master Concept Plan is allowed a maximum of 994 units
- land within the Suburban designation identified on the Master Concept Plan is allowed a maximum 22 units
- another limit was established for the Development "Pods" along the western edge of the RPD numbered 3, 4, and 5, which are allowed a maximum 630 units

Construction within West Bay Club has been completed in compliance with these limits as outlined in the chart on the following page:

Development Completed in West Bay Club RPD by Area				
Development	**Entire RPD (Total)**	**Outlying Suburban (Subarea)**	**Suburban (Subarea)**	**Pods 3, 4, & 5 (Subarea)**
Sunset Trace (SF)	66 units	66 units		
Chapel Ridge (SF)	53 units	53 units		
Laurel Oaks (SF)	34 units	34 units		
Riverbrooke (SF)	53 units	31 units	22 units	
Nature's Cove (SF)	81 units	81 units		
Indigo Shores (MF coach homes)	92 units	92 units		
Turtle Point (MF coach homes)	64 units	64 units		
Turtle Point Cove (SF)	19 units	19 units		
Westlake Court (SF) Pod 3	25 units	25 units		25 units
Jasmine Bay (MF) Pod 4	217 units	217 units		217 units
Subtotal – Constructed Units	**704 units**	**682 units**	**22 units**	**242 units**
Total Allowed	**Max. 1,016 units**	**Max. 994 units** per ADD2008-00076	**Max. 22 units** per ADD2008-00076	**Max. 630 units**

The requested PD Amendment is specific to a change to maximum height for one parcel designated Pod 5 on the Master Concept Plan. The requested deviation complies with the Village Land Development Code and the Comprehensive Plan. The allowance for 23 stories over parking is to achieve a higher quality product on the last remaining high rise development site within West Bay Club. Additional stories allow for construction of a more slender building footprint based on a four-unit per floor design, instead of a bulkier footprint of the six-unit per floor prototype. This design will result in fewer units, that are of higher quality. A maximum of 88 units are anticipated within this four-unit per floor design. Development will conform with industry trends toward increased ceiling heights from 9 feet to 10 feet to ensure quality construction and a quality final product. Shadow study imagery is included to demonstrate that the positioning of the building and the slender profile with four units per floor will have an improved effect and shadow cast will be limited to golf course and related facilities of West Bay Club.

The following revision is proposed to Deviation 9 as approved in Z-05-010, with underline indicating addition, and ~~strike-through~~ indicating deletion:

Deviation (9) seeks relief from the LDC §34-935(f)(3)(e), requirement limiting the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for Development Areas (Pods) 2, 3, and 4 ~~and 5~~ and 23 stories over parking for Pod 5. This deviation is SUBJECT TO the following conditions:

a. Development Area (Pod) 2 is limited to a maximum height of 75 feet.

b. Development Areas (Pods) 3 ~~and~~ and 4~~, and 5~~ are limited to a maximum height of 220 feet and Pod 5 is limited to a maximum height of 23 stories over parking. Pods 3, 4 and 5 are further limited to a combined total of five multi-family high-rise buildings and 24 low-rise villa units for a combined total of 630 dwelling units: a maximum of two high-rise buildings on Development Areas (Pods) 3 and 4, and 24 low-rise villa units in Development Area (Pod) 3 only; and a maximum of one high-rise building on Development Area (Pod) 5.

c. Development Areas (Pods) 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area (Pod) 5 is limited to one multi-family high-rise building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multiple-family Development Areas (Pods) 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

Attachment 7

Past Zoning Resolutions and Approvals

Attachment 3.E

West Bay Club Pod 5 – Planned Development Amendment

List of Zoning Resolutions and Approvals

The following zoning resolutions and approvals are from Lee County. There is no record of any other resolutions or approvals in either Lee County or The Village of Estero since 2011.

Resolution	Case Number	Hearing/ Signature Date	Description
ADD2011-00087	ADD2011-00087	03/08/2012	Final Plan approval to allow development of an accessory residential boat/RV storage area
Z-09-030	DCI2008-00042	12/07/2009	Amend RPD to develop an accessory residential boat/RV storage area adjacent to existing maintenance facility off of Kings Road and add accessory uses of Boat Ramp & Dockage. Also rezone +/-2 acres from RPD to CPD.
ADD2008-00076	ADD2008-00076	12/01/2008	Changes the dwelling unit distribution by reducing the number of dwelling units within the Suburban future land use category to 22 while increasing the number of dwelling units with the Outlying Suburban future land use category to 994. Total remains **1,016 units**.
ADD2006-00043	ADD2006-00043	04/21/2006	Final Plan approval for Orchid Bay (Pod 3) for 232 Multi-Family units in two 20-story towers, 220 feet in height, 17 cabanas, a pavilion, a gazebo, parking, and other related amenities. A deviation for a reduction in water body setback from 25 to 20 feet. Note: Final development of Pod 3 was West Lake Court - 25 single family lots.
Z-05-010	DCI2004-00046	03/21/2005	Change the use of Development Area (Pod) 3 from single-family residential (approved in ADD1999-00056) to a multi-family residential area as originally approved in Resolution Z-96-005. Restate RPD max. **1,016 units** with max. 970 in Outlying Suburban; max. 46 units in Suburban area. Refined Deviation #9 allowing 20 stories over parking; max. height of 220 feet, limited to combined total of 5 high rise bldgs. and combined total of 630 dwellings for **Pods 3, 4 & 5; max. one high rise bldg. on Pod 5.**
ADD2005-00022	ADD2005-00022	03/15/2005	Final Plan approval for 220-unit Jasmine Bay (Development Pod 4) with deviations to allow a zero foot water body and property line setback between Parcel 4 and lake track 4-1

West Bay Club Pod 5 – Planned Development Amendment

List of Zoning Resolutions and Approvals

Resolution	Case Number	Hearing/ Signature Date	Description
			and a zero feet maintenance access easement at the swimming pool area stem wall.
ADD2003-00182	ADD2003-00182	02/16/2004	Allow zero foot setback from a private road for pedestrian elevated walkway; 16.47' setback from a private road for a 2nd floor clubhouse deck; final plan approval for an existing Starter Shack and Halfway House and for a golf clubhouse with parking and accessory structures.
ADD2002-00042	ADD2002-00042	06/04/2002	Turtle Point Cove (Phase 2) Final Plan Approval and change of the number and type of units from 40 multi-family units to 19 single family units.
ADD1999-00056	ADD1999-00056	02/23/2000	Change the use of Development Area (Pod) 3 from multi-family residential to single family residential
FPA-98-088	95-06-148.04 02.01	02/23/1999	Phase 3 Final Plan Approval
FPA-98-087	95-06-148.04 01.01	12/30/1998	Final Plan Approval for Golf Course Maintenance Facility
Admin. Amend. PD-98-003	95-06-148.13A 01.01	04/10/1998	1. Of the allowed **1,121 units**, change so that 46 are allowed in the Suburban area, and 1,075 in the Outlying Suburban area, with no more than 630 units in **Dev. Areas 3, 4 and 5**; 2. Eliminate the proposed sewer treatment plant in the southeast quadrant and in accordance with Condition 11 of Resolution Z-96-005 replaced with residential and/or golf course uses; 3. Move the existing bridge over Halfway Creek in the southeastern portion of the site to the north to function as a golf crossing; 4. Reduce the golf practice and clubhouse tracts, while increasing and reconfiguring the preservation and golf course area; 5. Enlarge and reconfigure the preservation area and Listed Species Relocation Area; 6. Combine and shift residential tracts 11 and 12 to accommodate the golf course design; 7. Expand northern portion of Tract IO by 2 single family lots, decrease the size of the

West Bay Club Pod 5 – Planned Development Amendment

List of Zoning Resolutions and Approvals

Resolution	Case Number	Hearing/ Signature Date	Description
			Park, and adjustment of lot lines in Tracts 6, 7, and 10; 8. Reconfigure Tract 10 and golf course lying west of the eastern boundary and north of the boundary line between the Outlying Suburban and Suburban land use categories; 9. Move the northernmost creek crossing south 10. Show the reconfigured lakes on the Master Concept Plan based upon the South Florida Water Management District permits and modifications; 11. Amend the approved Property Development regulations by excluding the "Estate" category; and 12. Amend the Open Space Table and Site Breakdown while still complying with Condition 6 of Resolution Z-96-005 for minimum total open space.
Z-96-005	95-06-148.03Z	03/18/1996	Rezone from AG-2, C-2, CS-1, & RM-2 to RPD "Estero Pointe" allowing **1,121 units**, including Deviation #9 allowing 20 stories over parking, max. height in **Development Areas 3, 4 and 5** of 220 feet and maximum combined total of six multifamily buildings with maximum total 630 units within **Development Areas 3, 4 and 5**

Attachment 8a.

August 6, 2021

- West Bay Club Community Meeting
- Estero Public Information Meeting Summary
- Sectional Building Comparison
- Email 07-09-21 from Structural Engineer
- 02-27-14 West Bay Density Covenant

JOHNSON ENGINEERING

SINCE 1946

West Bay Club Community Meeting
West Bay Club Planned Development Amendment
July 7, 2021
Jasmine Bay Club Room

West Bay Club residents were notified and invited on June 28, 2021 via email to attend a community meeting held by West Bay Hill, LLC in the Club Room at Jasmine Bay. The meeting was held on July 7, 2021 from 4:30 PM to roughly 5:45 PM, with over 50 attendees. The meeting was video recorded, and the video presentation was provided through the Club HOA for residents to view.

Display boards were positioned in the room, including the site plan, building renderings, typical floor plans and unit layouts, a shadow study comparing the proposed four-unit per floor 23 story over parking building and a six-unit per floor 20 story over parking building. A 3D physical model of the proposed building was also displayed.

Gary Chensoff of West Bay Hill began with a history of West Bay Club, noting that the development is nearly built out with 704 of the allowable 1,016 units constructed. He described the Island site as the one remaining site to be developed, already permitted for a high rise. Gary explained that he has weighed the options of developing a four-unit per floor building at 23 stories and 86 to 88 units or a six-unit-per-floor building at twenty stories and 101 units. Through back-and-forth efforts with the architect, the building has been designed to be a luxury high-rise with sunset views for all units. He explained anticipated high-end amenities include: rooftop pool deck, units ranging from 3,200 to 4,200 square feet, wrap around balconies, sunset views, and floor to ceiling heights over ten feet. He said he envisions a building that will be top of its class in the Estero area and all of Lee County, and the project should increase the property values of existing residential units in West Bay Club.

Laura explained the Planned Development Amendment process and that a public information meeting will be held at the Village Planning Zoning and Design Board on July 13 at 4:30. She summarized the site has been permitted for development through the County, Army Corps of Engineers and South Florida Water Management District, and the proposal is limited to amending the height deviation granted through past zoning actions to allow for an additional three stories in height with no increase in density.

2122 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33902-1550
(239) 334-0046 ▪ Fax (239) 334-3661

During the question-and-answer period, inquiries were made about the construction timeline which is expected to extend approximately 1-1/2 years starting in 2022, accommodation of construction traffic, if outdoor grills will be allowed on balconies, how units will be priced, and the timing and policies that apply to reserving a unit. An attendee asked about the design of the parking, and it was explained to be primarily enclosed in the podium or base of the structure, which is one level of parking. A resident along Bridge Run Court expressed concern for her and her neighbor's views, drainage, and shadows. Dana Hume explained the stormwater system must be designed and permitted to retain all stormwater onsite before discharging to the west. Gary explained that the site has always been known to be planned for a high rise, and the shadow study illustrates the limited extent of the shadow effect, noting the Island high rise will be at a distance from homes comparable to the proximity that Jasmine Bay buildings have to homes in the community. An attendee asked the distance from the end of Baybridge Road to the proposed building, and it was estimated to be 400-500 feet.

Chris Johnson of West Bay Hill advised that a website will be launched in the coming week to provide updates on the project (islandwestbay.com).

2122 Johnson Street ▪ Post Office Box 1550 ▪ Fort Myers, Florida 33902-1550
(239) 334-0046 ▪ Fax (239) 334-3661

West Bay Hill, Miromar Outlets and Colonnade projects among those reviewed by the Planning, Zoning & Design Board on July 13, 2021

The Board started their meeting conducting three public information meetings: West Bay Hill, Miromar Outlets and The Colonnade.

West Bay Hill is requesting to increase the height of a proposed high-rise building on a 5-acre lot from 20 stories to 23 stories over one level of parking. The applicant pointed out that additional floors would provide a more slender design and a more exclusive product. The four units per floor with two penthouse levels would provide 88 units. The building would include an amenity center and a rooftop pool. **(West Bay Presentation)**

The West Bay Club is located off of US 41 and Williams Road at 4606 West Bay Blvd.

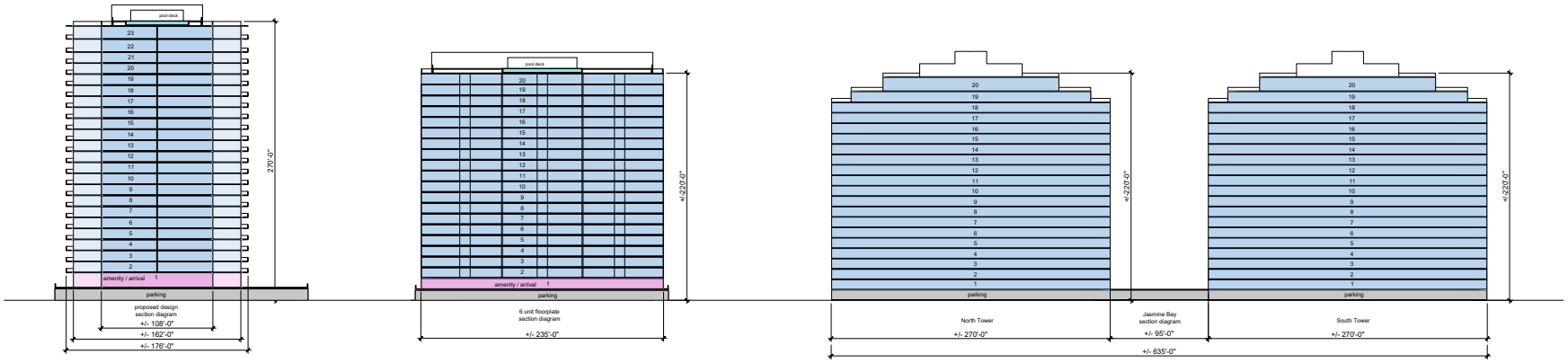
No voting occurs during public information meetings.

Miromar Outlets

Miromar Outlets is looking for a zoning amendment to adopt a new sign package to modernize its signs and make them more visible.

They plan to remove and replace the four existing signs. **(Miromar Outlets Presentation)**

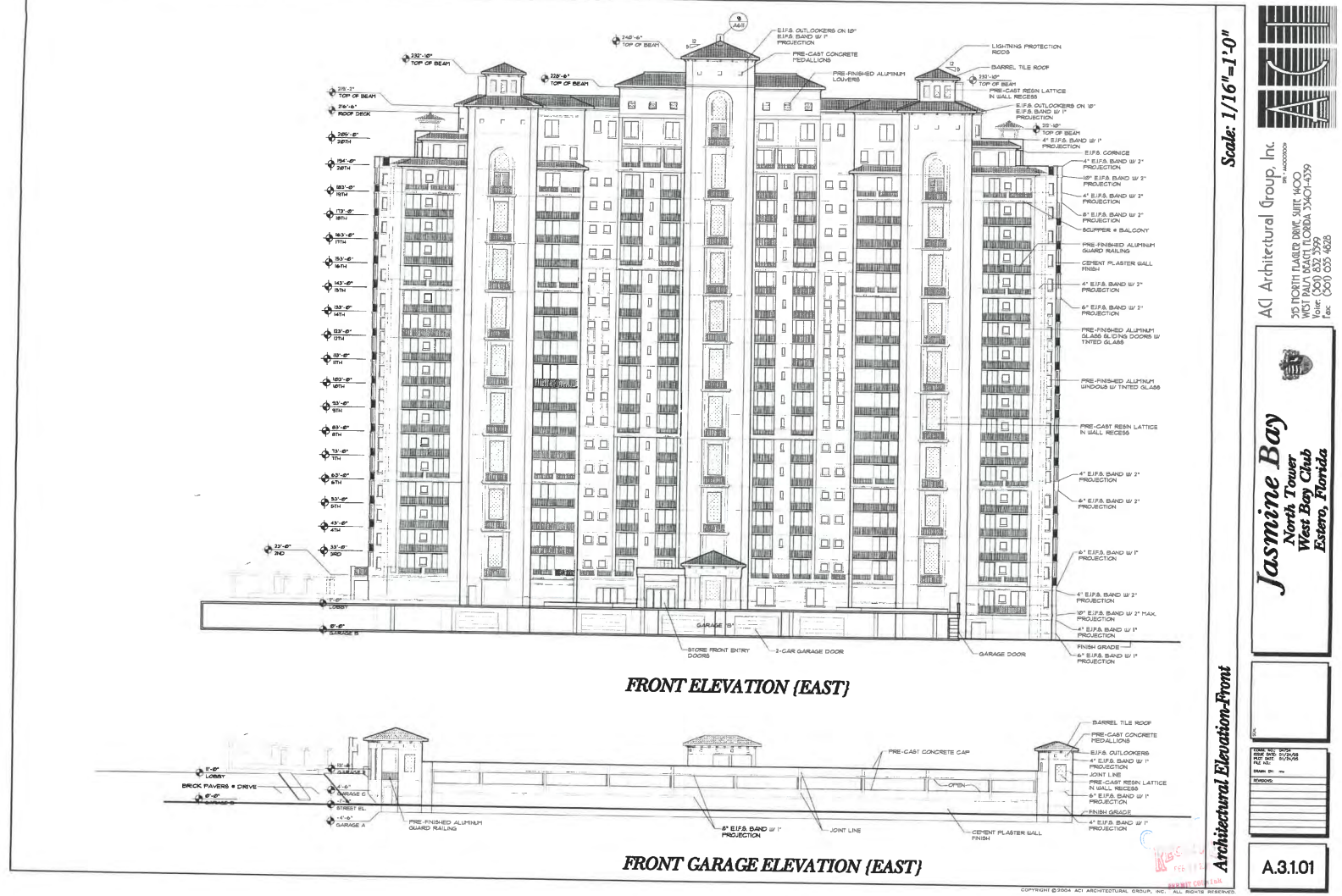
Miromar Outlets is located at the intersection of Corkscrew Road and Ben Hill Parkway.



THE ISLAND AT WEST BAY
ESTERO, FLORIDA

GARCIA STROMBERG
GS4studios

CONCEPT SECTION DIAGRAM - COMPARISON
07.23.2021


Scale: 1/16"=1'-0"
FRONT ELEVATION (EAST)
FRONT GARAGE ELEVATION (EAST)
Architectural Elevation-Front
ACI Architectural Group, Inc.
395 FIORITA FLAGLER DRIVE, SUITE 1400
WEST PALM BEACH, FLORIDA 33401-6539
Voice: (561) 832 3999
Fax: (561) 659 4025
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North Tower
West Bay Club
Estero, Florida
A.3.1.01
2005-00012
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Marina A. Guirguis

From: Marina A. Guirguis
Sent: Wednesday, July 28, 2021 8:35 AM
To: Marina A. Guirguis
Subject: FW: Miami Parking Garage video

From: Laura S. DeJohn
Sent: Monday, July 12, 2021 12:13 PM
To: AICP Mary Gibbs (gibbs@estero-fl.gov) <gibbs@estero-fl.gov>
Subject: FW: Miami Parking Garage video

Mary, see below for the explanation from the structural engineer for the WBC Island High Rise site.

Thanks,
Laura

Laura DeJohn, AICP
Director of Planning & Landscape Architecture
JOHNSON ENGINEERING, INC.
Cell: (239) 229-1726
ldejohn@johnsoneng.com

From: Sullivan, Andy <asullivan@mcsal.com>
Sent: Friday, July 9, 2021 5:37 PM
To: Jorge Garcia <jgarcia@garciastromberg.com>
Cc: C Johnson <ihpjohnson@gmail.com>; Laura S. DeJohn <LKS@johnsoneng.com>; Dana Hume <DLH@johnsoneng.com>; Marina A. Guirguis <mag@johnsoneng.com>; Gary Chensoff <ihpchensoff@gmail.com>; Roger Grave de Per <rgravedeperalta@garciastromberg.com>
Subject: Re: Miami Parking Garage video

Chris -

To start the team will be engaging a professional geotechnical engineer to provide foundation recommendations. Their report will be based on multiple borings within the future tower footprint that represents the soil profile in the ground. Their report will be signed and sealed by a license engineer and submitted to us for the foundation design.

Based on our experience towers typically bear on deep augercast piles ranging from 14 to 36” in diameter and depths ranging from 30 ft to 150 ft. For this project we will likely fall into the mid-range of those values. Scotty is generally correct that rock is most absent in the ground in Florida; however, the combination of pile diameter and depth result in a “skin” friction around the perimeter to develop the capacity into the sandy soils to support the high loads above.

In addition, it is also typical that a test pile be installed before the actual building piles are installed. This pile often gets tested to failure or to twice its capacity.

Hope that helps.

Andy

Andrew P. Sullivan, P.E., S.E
Principal

McNAMARA • SALVIA
STRUCTURAL ENGINEERS
One Biscayne Tower, Suite 3795 • 2 South Biscayne Boulevard, Miami, FL 33131
(O) 305-579-5765

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On Jul 9, 2021, at 4:38 PM, Jorge Garcia <jgarcia@garciastromberg.com> wrote:

Chris,
Although I have enough knowledge to address and give my opinion, for the more competent and detailed response I would defer to our structural engineer to provide a brief narrative. He's copied herein.

Jorge H. Garcia
CEO
jgarcia@garciastromberg.com

studio +1 561 478 5855
mobile +1 561 866 6179

G A R C I A S T R O M B E R G |GS4studios

2365 Vista Parkway Suite 16
West Palm Beach, FL 33411
www.garciastromberg.com

On Jul 9, 2021, at 2:39 PM, C Johnson <jhpjohnson@gmail.com> wrote:

Jorge - please see the public comment card that was sent to me below, and Laura's question as to whether you would be the appropriate party to speak on these issues at the hearing on Tuesday.

Thank you.

Chris Johnson
Indian Hill Partners
20 North Wacker Drive, Suite 1922
Chicago, IL 60606
312-422-5466
312-422-0363 (fax)

ihpjohnson@gmail.com

---------- Forwarded message ---------
From: **Laura S. DeJohn** <LKS@johnsoneng.com>
Date: Fri, Jul 9, 2021 at 12:00 PM
Subject: FW: Miami Parking Garage video
To: Dana Hume <DLH@johnsoneng.com>, ihpjohnson@gmail.com <ihpjohnson@gmail.com>
Cc: Marina A. Guirguis <mag@johnsoneng.com>

Chris – see below, could Jorge be the person to speak about construction questions like this?

Laura DeJohn, AICP

Director of Planning & Landscape Architecture

JOHNSON ENGINEERING, INC.

Cell: (239) 229-1726

ldejohn@johnsoneng.com

From: Mary Gibbs <gibbs@estero-fl.gov>
Sent: Friday, July 9, 2021 9:39 AM
To: Laura S. DeJohn <LKS@johnsoneng.com>
Subject: FW: Miami Parking Garage video

fyi

From: Scotty Wood [mailto:lew1761@gmail.com]
Sent: Wednesday, June 30, 2021 3:12 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Miami Parking Garage video

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Hi Mary:

This is an email from a West Bay Jasmine Tower resident friend of mine expressing concern about the underpinning of Jasmine Towers. Nothing official but it bears watching.

Given the situation over at Surfside where the developer 40 years ago received a variance to go above the max height limit by building a penthouse, I think we need to be very careful about doing due diligence on the West Bay Hills “island site”. I, for one, would want to receive a professional’s presentation about how far down are pilings going and how stable is the deep underground. In the north, ala Chicago, the tall buildings take pilings down to granite bed rock (which probably doesn’t exist in SW Florida).

Part of my concern is that the site sits basically in a preserve area that is mostly surrounded by wetlands. Maybe we could get some info from Collier County about the older high rises along Gulfshore Boulevard to see if worries are justified.

Lust a few thoughts for you.

Scotty

Our tower residences are very concerned.

We gave $9 to $11 million dollar expense coming!!!

Sent from my iPhone

On Jun 30, 2021, at 1:43 PM, Scotty Wood <lew1761@gmail.com> wrote:

The Surfside condo collapse could be “the Canary in the coal mine”. Check out this video from another building

nearby but not part of the complex where the building collapsed.

https://twitter.com/billycorben/status/1409619091741036558?s=21

Scotty Wood

Scotty Wood

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INSTR # 2014000093999, Doc Type AGR, Pages 7, Recorded 05/06/2014 at 12:30 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $61.00 Deputy Clerk ERECORD

PREPARED BY:

Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2400 First Street
Suite 300
Fort Myers, Florida 33901

WHEN RECORDED RETURN TO:

Jon Chassen, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, 23rd Floor
Miami, Florida 33131

RESTRICTIVE COVENANT

(Density Restriction)

THIS RESTRICTIVE COVENANT ("**Covenant**") is made effective this 27 day of February, 2014, by **WEST BAY HILL LLC**, a Florida limited liability company, having its principal office at 2000 Calusa Pines Drive, Naples, Florida 34120 ("**WBH**"), and **THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, having its principal office at 4606 West Bay Boulevard, Estero, Florida 33928 (the "**HOA**").

This Covenant is joined by IberiaBank, in its capacity as holder of a mortgage encumbering the Island Site Property and the Orchid Bay Site Property to signify its consent to the recording of this Covenant and the provisions set forth herein.

Pursuant to and in consideration of the terms, conditions and consideration set forth in that certain Agreement Regarding West Bay Club, dated February 6, 2014, by and among Indian Hill Partners, Inc. ("**IHP**"), The West Bay Club Property Owners Association, Inc. (the "**Advisory Group**"), and The West Bay Golf Club, Inc. (the "**IHP Agreement**", which was assigned by IHP to WBH), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WBH and the HOA hereby agree as follows:

1. WBH is the owner of certain real property located in Estero, Lee County, Florida, as more particularly described by the legal description attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Island Site Property**").

2. WBH is the owner of certain real property located in Estero, Lee County, Florida, as more particularly described by the legal description attached hereto as **Exhibit "B"** and incorporated herein by reference (the "**Orchid Bay Site Property**").

3. The HOA is a homeowners association that, in accordance with that certain **Amended and Restated Master Declaration for West Bay Club, recorded as Instrument No. 5052604, in the Public Records of Lee County, Florida** (as amended from time to time, the "**Declaration**"), governs the West Bay Club residential community (the "**Community**") developed upon certain real property located in Estero, Lee County, Florida, as more particularly

described by the legal description attached hereto as **Exhibit "C"** and incorporated herein by reference (the "**West Bay Club Property**").

4. In accordance with the Declaration, WBH, as the successor Declarant of the Community pursuant to the Declaration, has the right, but not the obligation, to submit the Island Site Property and the Orchid Bay Site Property to the Community to be governed under the Declaration.

a. WBH and the HOA acknowledge that the Orchid Bay Site Property and the Island Site Property have not been submitted to the Community to be governed under the Declaration and that neither site has any existing setback or minimum square footage requirements prescribed by the Declaration or the Architectural Guidelines for the Community.

b. WBH and the HOA agree that, subject to more restrictive requirements that may be imposed by a governmental authority, as and when the Orchid Bay Site Property is submitted to the Community, to be governed by the Declaration as SUBJECT PROPERTY, single-family residential lots in the Orchid Bay Site Property shall have a side setback requirement of five (5) feet, a front setback requirement of twenty (20) feet, a rear setback requirement of fifteen (15) feet, and a minimum square footage requirement of 2,200 square feet.

5. Pursuant to Section 1.27 of the Declaration, WBH has the right to limit the number of Units to be constructed on the Island Site Property and the Orchid Bay Site Property.

6. As a material part of the consideration for the Advisory Group, on behalf, and for the benefit, of the HOA, to enter into the IHP Agreement, WBH hereby covenants and agrees that neither it nor any Successor Builder, as such term is defined in the IHP Agreement, will construct more than 50 Units, as such term is defined in the Declaration, on the Orchid Bay Site Property, and WBH further covenants and agrees that not more than 126 Units will be constructed in the aggregate between the Orchid Bay Site Property and the Island Site Property.

7. This Covenant is created to benefit and serve the HOA and its successors, assigns, members and owners of Units on the West Bay Club Property, and is binding on and burdens WBH and its successors, assigns and owners of Units on the Island Site Property and the Orchid Bay Site Property; it being the intention of the parties hereto that by execution and recording of this Covenant that this Covenant and the restrictions and covenants herein shall be covenants running with the land and shall be restricted and forever binding upon the successors in title.

8. The invalidity or unenforceability of any particular provision of this Covenant shall not affect the other provisions hereof, and this Covenant shall be construed in all respects as if such invalid or unenforceable provision were omitted.

9. In the event of any litigation arising from or related to this Covenant, the prevailing party shall be entitled to reimbursement of attorneys' fees and costs incurred at all proceedings, including, without limitation, before trial, at trial and all appellate levels, from the non-prevailing party.

10. This Covenant may not be altered or amended except in writing signed by the parties hereto and any mortgagee holding a mortgage encumbering the Island Site Property and/or the Orchid Bay Site Property, as applicable. No waiver of any provision of this Covenant shall be effective unless it is in writing signed by the party against whom it is asserted, and any waiver of any provision of this Covenant shall be applicable only to the specific instance to which it is related and shall not be deemed to be a continuing or future waiver as to such provision or a waiver as to any other provision.

11. No term, covenant or provision of this Covenant shall be construed against any party by reason of such party being deemed to have drafted or structured such term, covenant or provision.

12. Each of WBH and the HOA has full power and authority to execute and deliver this Covenant and to perform its obligations hereunder.

13. This Covenant is prepared without the benefit of title examination.

14. This Covenant does not and will not be deemed to constitute a partnership or joint venture between the parties, and neither party nor any of their respective shareholders, members, directors, managers, officers, employees, agents or representatives, will, by virtue of this Covenant, be deemed to be an agent or employee of the other party.

15. This Covenant may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Covenant.

[signature pages to follow]

IN WITNESSES WHEREOF, an authorized representative has executed this Agreement effective as of the date and year first above written.

WITNESSES:

(Signature) Lee D. Powar

(Print Name) LEE D. POWAR

(Signature) Lisa Valdespino

(Print Name) Lisa Valdespino

HOA:

THE WEST BAY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: B. J. Schultz

Print Name: BRIAN J. SCHULTZ

Title: GEN. MGR.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18 day of February, 2014, by Brian Schultz, the General Manager of The West Bay Club Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

Seal

LISA VALDESPINO
MY COMMISSION # EE 842973
EXPIRES: October 11, 2016
Bonded Thru Notary Public Underwriters

Lisa Valdespino
Notary Public

Lisa Valdespino
Print Name of Notary Public

MIAMI 4035443.2 80433/42684

WITNESSES:

(Signature)

MARIA E. VAKOS
(Print Name)

(Signature)

George KOKKonas
(Print Name)

WBH:

WEST BAY HILL LLC, a Florida limited liability company

By: Christopher P. Johnson
Name: Christopher P. Johnson
Title: Manager

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 12th day of February 2014, by Christopher P. Johnson, in his capacity as Manager of West Bay Hill LLC, a Florida limited liability company, on behalf of said corporation, who is personally known to me or who has produced _____ as identification.

Seal

Official Seal
Maria E Vakos
Notary Public State of Illinois
My Commission Expires 05/21/2014

Notary Public

MARIA E. VAKOS
Print Name of Notary Public

MIAMI 4035443.2 80433/42684

JOINDER BY IBERIABANK FOR THE LIMITED PURPOSES EXPRESSED

WITNESSES:

(Signature)
James F. Morey
(Print Name)
Nancy Brunette
(Signature)
Nancy Brunette
(Print Name)

IberiaBank

By: Brian Tinney
Name: Brian Tinney
Title: SVP

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of February 2014, by Brian P. Tinney, in his/her capacity as Senior Vice President of IberiaBank, a Louisiana banking corporation, on behalf of said corporation, who is personally known to me or who has produced _____ as identification.

Seal

JAMES F. MOREY
MY COMMISSION # EE 217990
EXPIRES: August 29, 2016
Bonded Thru Notary Public Underwriters

Notary Public

James F. Morey
Print Name of Notary Public

MIAMI 4035443.2 80433/42684

EXHIBIT "A"
(Island Site Property)

TRACT MF-1, OF WEST BAY CLUB, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 79, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "B"
(Orchid Bay Site Property)

TRACT MF-3, OF WEST BAY CLUB, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 62, PAGE 79, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "C"
(West Bay Club Property)

WEST BAY CLUB, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 62, AT PAGES 79 THROUGH 111, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS AMENDED AND/OR REPLATTED.

Attachment 8b.

September 10, 2021

- West Bay ARC Manual Standards and Table
- West Bay Club Buildings and Styles
- West Bay Club Architectural Design

WEST BAY CLUB
ARCHITECTURAL GUIDELINES MANUAL
FOR EXTERIOR MODIFICATIONS

November 2020

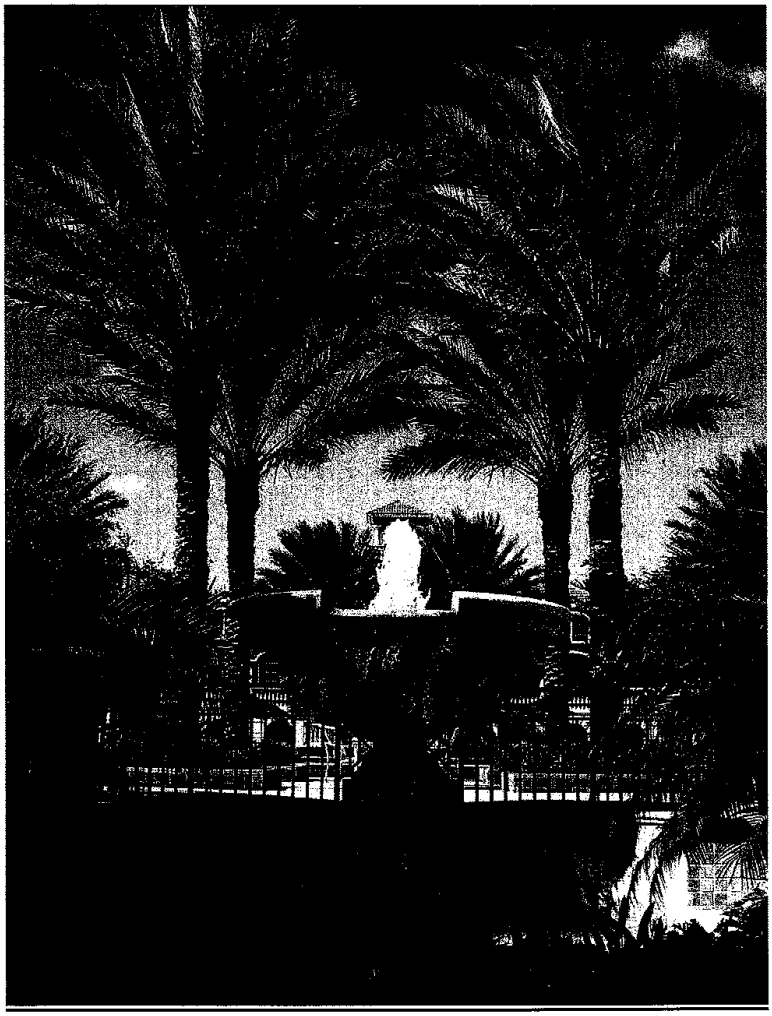

TABLE OF CONTENTS

Any proposed improvements, modifications, alterations, or additions to the exterior of any home, hardscape or landscape must be submitted to the ARC for approval, as outlined in these guidelines.

Section 1 – Introduction to the Architectural Review Committee (ARC)..... Page 2
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- **Scope of Authority**
- **Basic Responsibilities**
- **Selection of ARC Members and Membership Term**

Section 2 – Design Standards of Architectural Design..... Page 4

Section 3 – Design Review Process..... Page 5
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- **How long will approval take**
- **Types of decisions**
- **Changes to application and design documents**
- **Written approval and oral statements**
- **Inspections**
- **Limiting Conditions**
- **ARC administration and design consultants**
- **Responsibilities of the Homeowner**

Section 4 –Items Covered Under "Exterior Modifications"..... Page 7
- **What is covered**
- **Accessory Structures**
- **Awnings & Shutters**
- **Colors - Exterior**
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- **Landscape Design Standards**
- **Lighting, Exterior Structure & Landscape**
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- **Miscellaneous Items Also Governed by the ARC**

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- **Conservation Areas**
- **Variances**

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NOTE: For construction that does not fit the Exterior Modification definition, contact the Community Association Manager for the New Construction Guidelines on a Vacant Lot.

SECTION 2
DESIGN STANDARDS

Architectural Design

The underlying premise of West Bay Club is the establishment of an exclusive club community with high standards and aesthetic beauty that weaves individual neighborhoods into a naturally beautiful environment with adjacent views to the wetlands, winding creeks, pockets of preserved native vegetation, and woodlands.

The successful accomplishment of the concept has resulted in a master planned community that thoughtfully balances environmental issues with community and club amenities, optimizing the value of residential neighborhoods.

West Bay Club has established a specific character, style and direction as it relates to architectural design. The design originally selected for single-family homes was inspired by the architecture of Mediterranean Province, which has developed into, and includes, a comfortable and appealing style incorporating a lighter Mediterranean feel, as well as a Coastal Contemporary and Transitional style. As design evolves in new home construction and modification, design standards will be updated to incorporate a blend of the best mix of architectural styles.

Residential designs should consider the function of long-term practicality, rather than fashionable passing trends. The combination of materials, colors, and architectural details will create a unique exterior personality for each home, while at the same time be compatible with the surrounding community.

In an effort to preserve and maintain the unique similarities of Nature's Cove, Turtle Pointe Cove, and Westlake, the ARC must consider their inherent qualities regarding lot size, closeness to neighbors and setbacks when making decisions.

Bay House

Golf Niblick

Golf House

West Bay Club Buildings & Styles

Jasmine Bay

West Bay Club Buildings & Styles

West Lake Court (single family)

West Bay Club Buildings & Styles

Red Laurel Lane (single family)

Nature's Cove (Single Family)

Turtle Pointe

West Bay Club Buildings & Styles

Riverbrooke Run (single family)

Architectural Design

SECTION 4.1
PAGE 1
DATE 08-01-03

The underlying premise of West Bay Club is the establishment of an exclusive country club community that weaves individual neighborhoods with sensitivity into the fabric of a naturally beautiful environment with views to the wetlands, winding creeks, pockets of preserved native vegetation, and woodlands.

The successful accomplishment of the concept has resulted in a master planned community that thoughtfully balances environmental issues with community and club amenities, optimizing the value of residential neighborhoods.

West Bay Club has established a specific character, style and direction as it relates to architectural design. The design selected for single-family homes is inspired by the architecture of Mediterranean Province, a comfortable, appealing and distinctively crafted style, yet well seasoned with the spirit of the best Southwest Florida communities.

Its character is expressed through the use of architectural detailing, enriched accent treatments, and complementary colors in earthy shades of terra cotta, green, blue, and beige. Some homes will be reminiscent of the timeless designs of the past, while others will reflect a more relaxed style as long as the predominate characteristics and materials are appropriately exhibited.

Generally, the theme is a mixture of color and texture that welcomes and charms in a meaningful way. The style is eclectic and asymmetrical, but has a strong sense of cohesiveness based on the repetition of critical design elements.

Residential designs should be biased to the function of long-term practicality, rather than to fashionable passing trends. The combination of materials, colors, and architectural details will create a unique exterior personality for each home.

The theme of Mediterranean Province is conveyed in many ways throughout West Bay Club, from the treatment of neighborhood entries to the detailing of streetscapes. The design and management of these elements have been thoughtfully orchestrated to provide a sense of continuity among neighborhoods, yet each retains it own identity and character.

Attachment 9

RESOLUTION NUMBER Z-05-010

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

WHEREAS, an application was filed by the property owner, West Bay Club Development Corporation, to amend the West Bay Club RPD (f/k/a Estero Point RPD) and add 1.6 acres; and

WHEREAS, a public hearing was advertised and held on January 19, 2005, before the Lee County Zoning Hearing Examiner, who gave full consideration to the evidence in the record for Case #DCI2004-00046; and

WHEREAS, a second public hearing was advertised and held on March 21, 2005, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

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

SECTION A. REQUEST

The applicant filed a request to:

a. Change Area 3 from single-family residential, as approved in Administrative Amendment ADD1999-00056, to a multi-family residential area as originally approved in Resolution Z-96-005, which will allow 20 stories over parking not to exceed a maximum height of 220 feet; and

b. Add 1.6± acres to the West Bay Club RPD, Area 9, to allow for the addition of four single-family residential lots with no increase in the total number of dwelling units.

The subject property is located in the Outlying Suburban, Suburban and Wetlands Land Use Categories and legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

COPY

SECTION B. CONDITIONS:

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

1. The development of this project must be consistent with the four page Master Concept Plan entitled "Master Concept Plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit counter on August 27, 2004, except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. The terms and conditions of Resolution Z-96-005 and Amendments thereto remain in full force and effect except as amended herein.

3. Upon approval of this zoning action, Administrative Amendment ADD1999-00056 is null and void.

4. The four single-family residential lots added to Development Area (Pod) 9, referenced as Development Area (Pod) 9B on the Master Concept Plan, must be consistent with the Property Development Regulations adopted within Resolution Z-96-005 and Amendments thereto.

5. Development Area (Pod) 3 must be in substantial compliance with the attached site plan, labeled Exhibit C, and the terms and conditions of Resolution Z-96-005.

6. Condition Number 4 of Resolution Z-96-005, and its subsequent amendment in Administrative Amendment PD-98-003, Condition 3, is further amended as follows:

   The RPD is limited to a maximum total of 1,016 residential dwelling units with the following distribution:

   a. A maximum of 970 dwelling units are permitted on the subject properties located within the Outlying Suburban Land Use Category, of which no more than 630 dwelling units are permitted within Development Areas (Pods) 3, 4, and 5.

   b. A maximum of 46 dwelling units are permitted within the subject properties in the Suburban Land Use Category.

7. Sheet three of the four page Master Concept Plan entitled "Master Concept Plan for West Bay Club", formerly Estero Pointe RPD, stamped received by the permit

counter on August 27, 2004, attached hereto as Exhibit D, is amended by adding and deleting language as follows:

An overall maximum of five high-rise buildings may be located within multiple-family Development Areas (Pods) 3, 4, and 5.

8. Approval of this rezoning does not guarantee local development order approval. Future development order approvals must satisfy the requirements of the Lee Plan Planning Communities Map and Acreage Allocations Table, Map 16 and Table 1(b).

SECTION C. DEVIATIONS:

No additional deviations have been requested as part of the zoning action. All deviations, except Deviation 9, approved by Resolution Z-96-005 remain in full force and effect. Deviation 9 is revised as follows:

Deviation (9) seeks relief from the LDC §34-935(f)(3)(e), requirement limiting the height of buildings in the RPD zoning category within the Outlying Suburban land use category to 45 feet, to allow 20 stories over parking for Development Areas (Pods) 2, 3, 4 and 5. This deviation is APPROVED, SUBJECT TO the following conditions:

a. Development Area (Pod) 2 is limited to a maximum height of 75 feet.

b. Development Areas (Pods) 3, 4, and 5 are limited to a maximum height of 220 feet and are further limited to a combined total of five multi-family high-rise buildings and 24 low-rise villa units for a combined total of 630 dwelling units: a maximum of two high-rise buildings on Development Areas (Pods) 3 and 4, and 24 low-rise villa units in Development Area (Pod) 3 only; and a maximum of one high-rise building on Development Area (Pod) 5.

c. Development Areas (Pods) 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area (Pod) 5 is limited to one multi-family high-rise building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multiple-family Development Areas (Pods) 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

SECTION D. EXHIBITS AND STRAP NUMBER:

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

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

The applicant indicates there are numerous and varied STRAP numbers which are on file and available for inspection at the Department of Community Development, 1500 Monroe St., Ft. Myers, FL.

SECTION E. FINDINGS AND CONCLUSIONS:

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

2. The rezoning, as approved:

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

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

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

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

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

3. The rezoning satisfies the following criteria:

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

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

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

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

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

The foregoing resolution was adopted by the Lee County Board of Commissioners upon the motion of Commissioner Hall, seconded by Commissioner Judah and, upon being put to a vote, the result was as follows:

Robert P. Janes	AYE
Douglas R. St. Cerny	AYE
Ray Judah	AYE
Tammy Hall	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 21ST day of March 2005.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

SEAL

Approved as to form by:

_____
Dawn E. Perry-Lehnert
County Attorney's Office

RECEIVED
MINUTES OFFICE
2005 MAR 24 AM 10: 13

CASE NO: DCI2004-00046

Z-05-010
Page 5 of 5

RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004 00046

DESCRIPTION

WEST BAY CLUB
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND BEING ALL OF WEST BAY CLUB, A SUBDIVISION, AS RECORDED IN PLAT BOOK 62 AT PAGES 79 THROUGH 111 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND ALL OF PARCEL ONE AS DESCRIBED BY DEED RECORDED IN OFFICIAL RECORD BOOK 3041 AT PAGE 3528 OF SAID PUBLIC RECORDS, LYING IN SECTIONS 29, 30, 31 AND 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE, COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 5, BEING A POINT ON THE CENTERLINE OF WILLIAMS ROAD (60.00 FEET WIDE); THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG THE BOUNDARY OF SAID WEST BAY CLUB: SOUTH 00° 40' 16" EAST FOR 30.00 FEET;
NORTH 89° 00' 18" EAST FOR 165.26 FEET;
SOUTH 00° 36' 29" EAST FOR 200.00 FEET;
SOUTH 89° 00' 18" WEST FOR 494.00 FEET;
SOUTH 00° 47' 09" EAST FOR 765.00 FEET;
SOUTH 88° 57' 37" WEST FOR 130 FEET, MORE OR LESS, TO THE MEAN HIGH WATER LINE OF HALFWAY CREEK; THENCE DEPARTING SAID BOUNDARY OF WEST BAY CLUB RUN SOUTHERLY ALONG SAID MEAN HIGH WATER LINE FOR 370 FEET, MORE OR LESS TO AND INTERSECTION WITH SAID BOUNDARY OF WEST BAY CLUB; THENCE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID BOUNDARY:
NORTH 89° 15' 59" EAST FOR 409 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF THE SOUTH HALF (S-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 5;
NORTH 89° 15' 52" EAST FOR 327.60 FEET;
SOUTH 00° 32' 41" EAST FOR 1,350.95 FEET;
SOUTH 89° 31' 44" WEST FOR 324.62 FEET;
SOUTH 89° 34' 40" WEST FOR 2,592.29 FEET;
SOUTH 01° 31' 46" EAST FOR 92.78 FEET;
SOUTH 89° 10' 55" WEST FOR 349.43 FEET;
SOUTH 00° 49' 50" EAST FOR 162.49 FEET;
NORTH 81° 20' 47" WEST FOR 600.53 FEET;
SOUTH 46° 11' 51" WEST FOR 77.45 FEET;
NORTH 01° 35' 45" WEST FOR 2,875.95 FEET TO AN INTERSECTION WIT THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 31;
SOUTH 88° 56' 02" WEST ALONG SAID SOUTH LINE AND ALONG SAID BOUNDARY LINE FOR 1,638.66 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 31;
NORTH 00° 22' 46" WEST ALONG THE NORTH/SOUTH QUARTER SECTION LINE FOR 2,656.37 FEET TO THE CENTER OF SAID SECTION 31; THENCE CONTINUE NORTHERLY ALONG SAID NORTH/SOUTH QUARTER SECTION LINE, FOR A DISTANCE OF 2,391 FEET, MORE OR LESS TO THE WATERS OF THE ESTERO RIVER; NORTHEASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID WATERS FOR 5,030 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST QUARTER (SE-1/4) OF SAID SECTION 30, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 00° 32' 05" WEST ALONG SAID EAST LINE FOR 62 FEET, MORE OR LESS TO SAID WATERS OF THE ESTERO RIVER; THENCE RUN WESTERLY, NORTHERLY, EASTERLY, SOUTHEASTERLY, SOUTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID WATERS FOR 1,753 FEET, MORE OR LESS TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST; NORTH 87° 54' 53" EAST ALONG SAID NORTH LINE FOR 458 FEET, MORE OR LESS TO SAID WATERS; THENCE RUN NORTHERLY AND SOUTHEASTERLY ALONG SAID WATERS FOR 771 FEET, MORE OR LESS TO THE NORTHEAST CORNER OF SAID PLAT; SOUTH 00° 43' 04" EAST FOR 1,190 FEET, MORE OR LESS; NORTH 88° 27' 02" EAST FOR 1,257.39 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT COMPANY TRANSMISSION LINE EASEMENT (100 FEET WIDE) AS DESCRIBED BY DEED RECORDED IN DEED BOOK 227 AT PAGE 261 OF SAID PUBLIC RECORDS; SOUTH 20° 51' 33" EAST ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO AN INTERSECTION WITH THE NORTH/SOUTH QUARTER SECTION LINE OF SAID SECTION 32; SOUTH 00° 55' 53" EAST ALONG SAID QUARTER SECTION LINE FOR 1,226.63 FEET; SOUTH 00° 56' 02" EAST ALONG SAID NORTH/SOUTH QUARTER SECTION LINE FOR 2,644.19 FEET TO THE POINT OF BEGINNING.
PARCEL CONTAINS 866 ACRES, MORE OR LESS.

BEARINGS HEREIN ABOVE MENTIONED ARE BASED ON THE EAST LINE OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32 TO BEAR SOUTH 00° 56' 02" EAST.

Exhibit A
Page 1 of 3

DrawingName

S:\20440\3\44403-sketch-8X11.dwg, 8/5/2004 11:7:24 PM, RLS

PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
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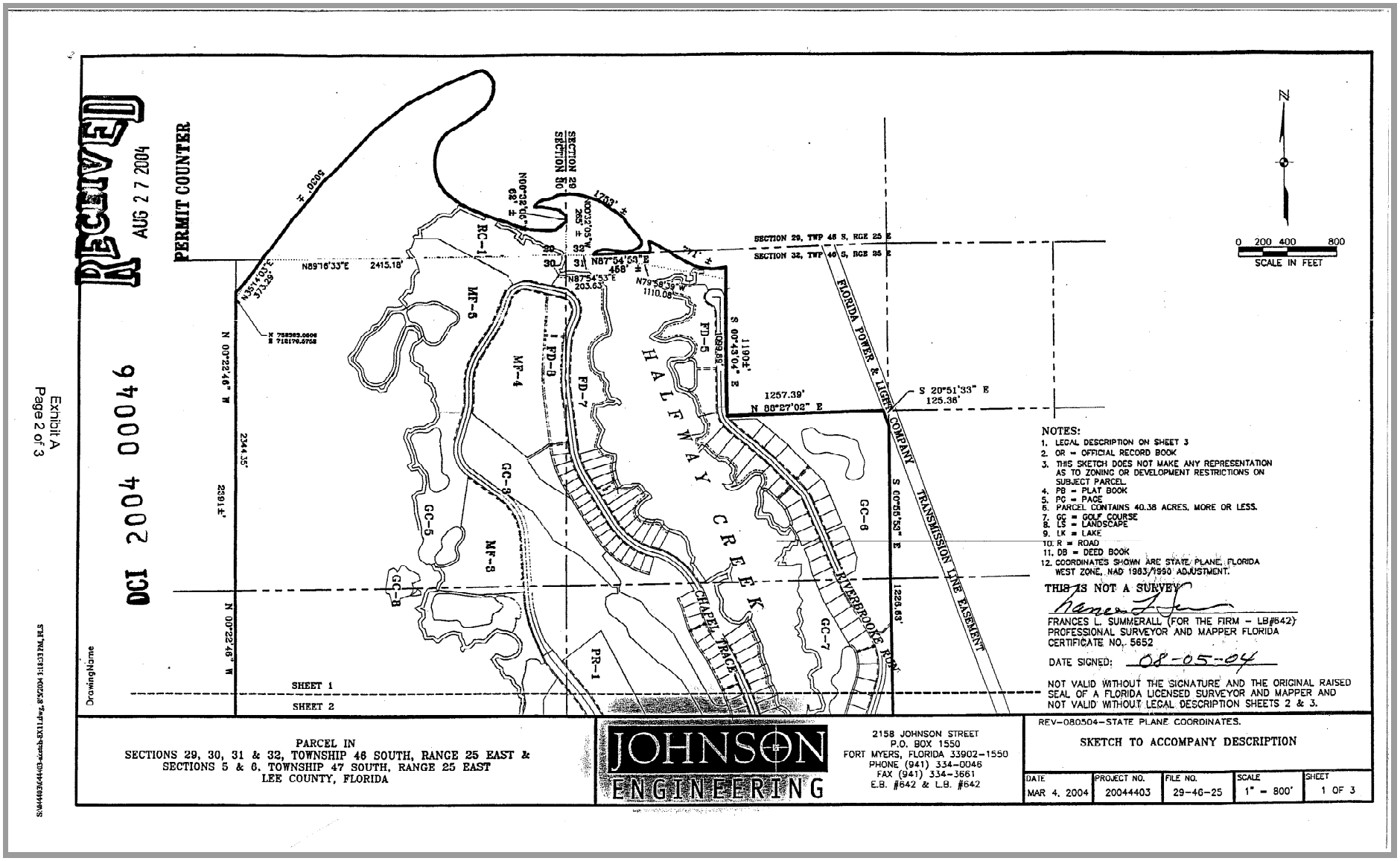
RECEIVED
AUG 27 2004
PERMIT COUNTER
DCI 2004 00046
Exhibit A
Page 2 of 3
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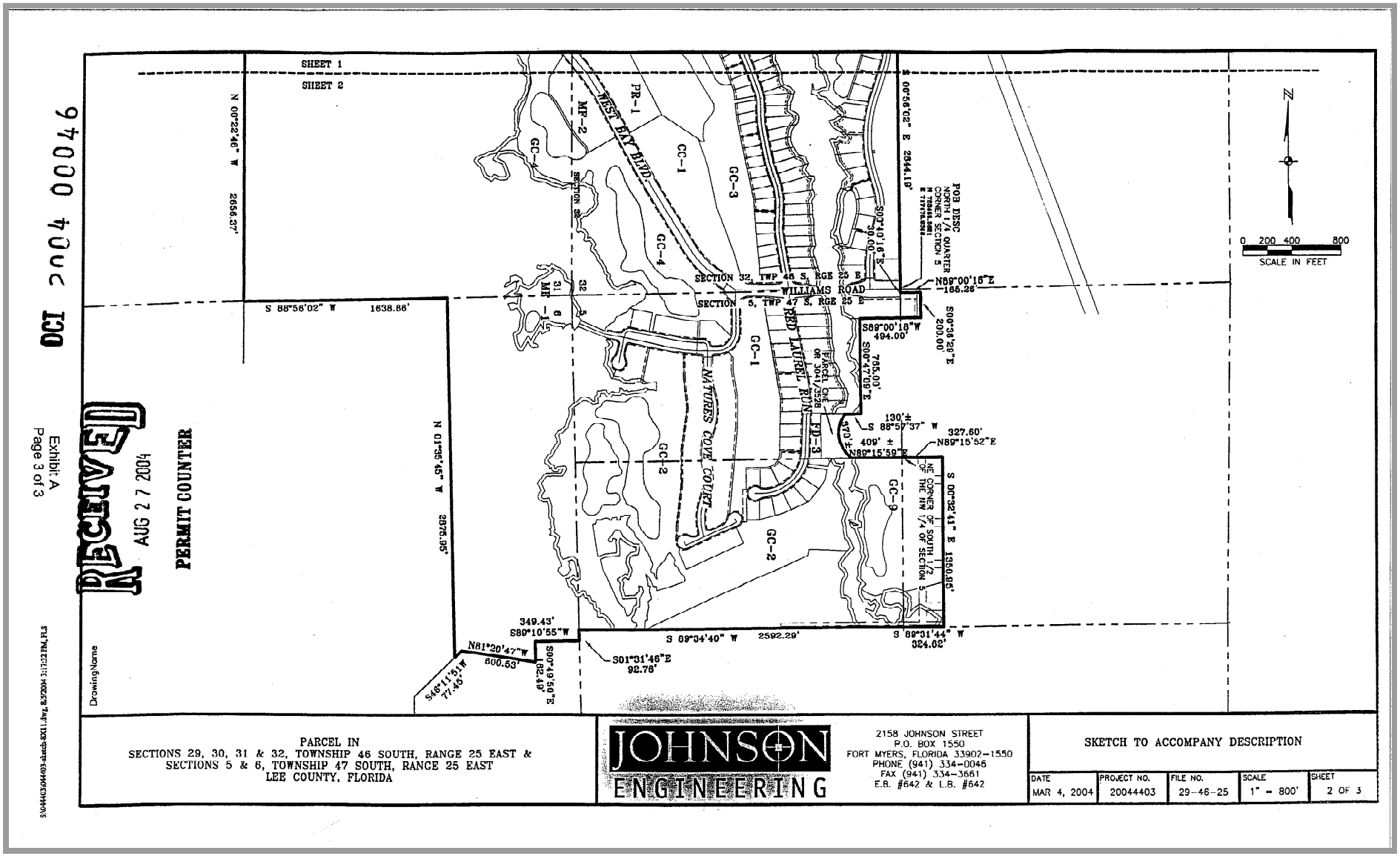
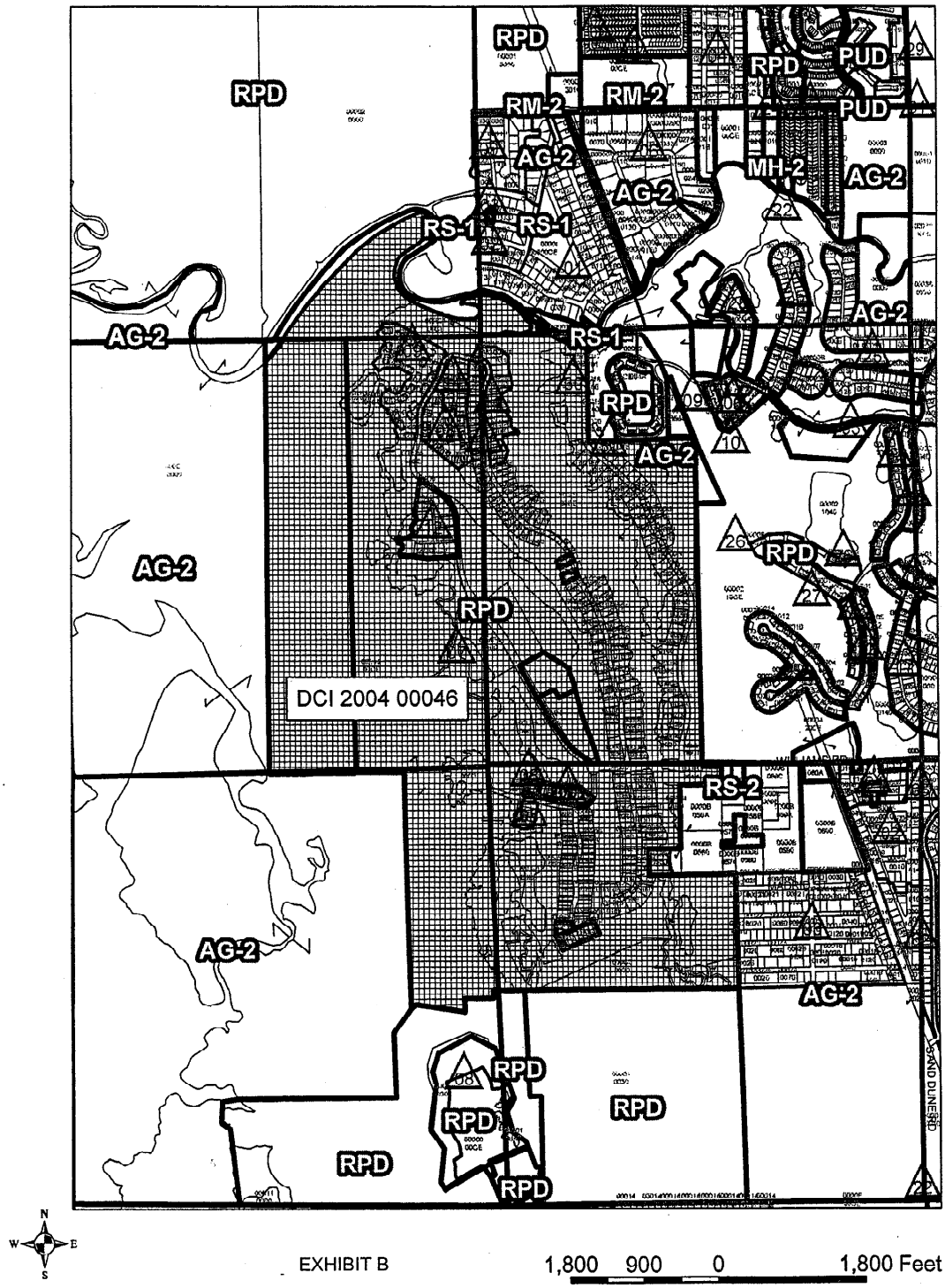
SECTION 32, TWP 46 S, RGE 25 E
SECTION 5, TWP 47 S, RGE 25 E
SECTION 6, TWP 47 S, RGE 25 E
N89°16'33"E 2415.18'
N87°54'53"E 458'±
N87°54'53"E 203.63'
N79°58'39"W 1110.08'
S 00°43'04" E 1191.41'
1257.39'
N 89°27'02" E
S 20°51'33" E 125.38'
S 00°58'58" E 1228.63'
N 00°22'46" W 2344.35'
N 00°22'46" W 2291.1'
HALFWAY CREEK
FLORIDA POWER & LIGHT COMPANY TRANSMISSION LINE EASEMENT
CHAPEL TRACE
RIVERBROOK RD.
RC-1
MF-6
MF-4
MF-8
FD-8
FD-7
FD-5
GC-8
GC-5
GC-7
PR-1
SHEET 1
SHEET 2
N
0 200 400 800
SCALE IN FEET
NOTES:
1. LEGAL DESCRIPTION ON SHEET 3
2. OR = OFFICIAL RECORD BOOK
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
4. PB = PLAT BOOK
5. PG = PAGE
6. PARCEL CONTAINS 40.38 ACRES, MORE OR LESS.
7. GC = GOLF COURSE
8. LS = LANDSCAPE
9. LK = LAKE
10. R = ROAD
11. DB = DEED BOOK
12. COORDINATES SHOWN ARE STATE PLANE, FLORIDA WEST ZONE, NAD 1983/1990 ADJUSTMENT.
THIS IS NOT A SURVEY
FRANCES L. SUMMERALL (FOR THE FIRM - LB#642)
PROFESSIONAL SURVEYOR AND MAPPER FLORIDA
CERTIFICATE NO. 5652
DATE SIGNED: 08-05-04
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND NOT VALID WITHOUT LEGAL DESCRIPTION SHEETS 2 & 3.
PARCEL IN
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST &
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
JOHNSON ENGINEERING
2158 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE (941) 334-0046
FAX (941) 334-3661
E.B. #642 & L.B. #642
REV-080504-STATE PLANE COORDINATES.
SKETCH TO ACCOMPANY DESCRIPTION
DATE MAR 4, 2004
PROJECT NO. 20044403
FILE NO. 29-46-25
SCALE 1" = 800'
SHEET 1 OF 3

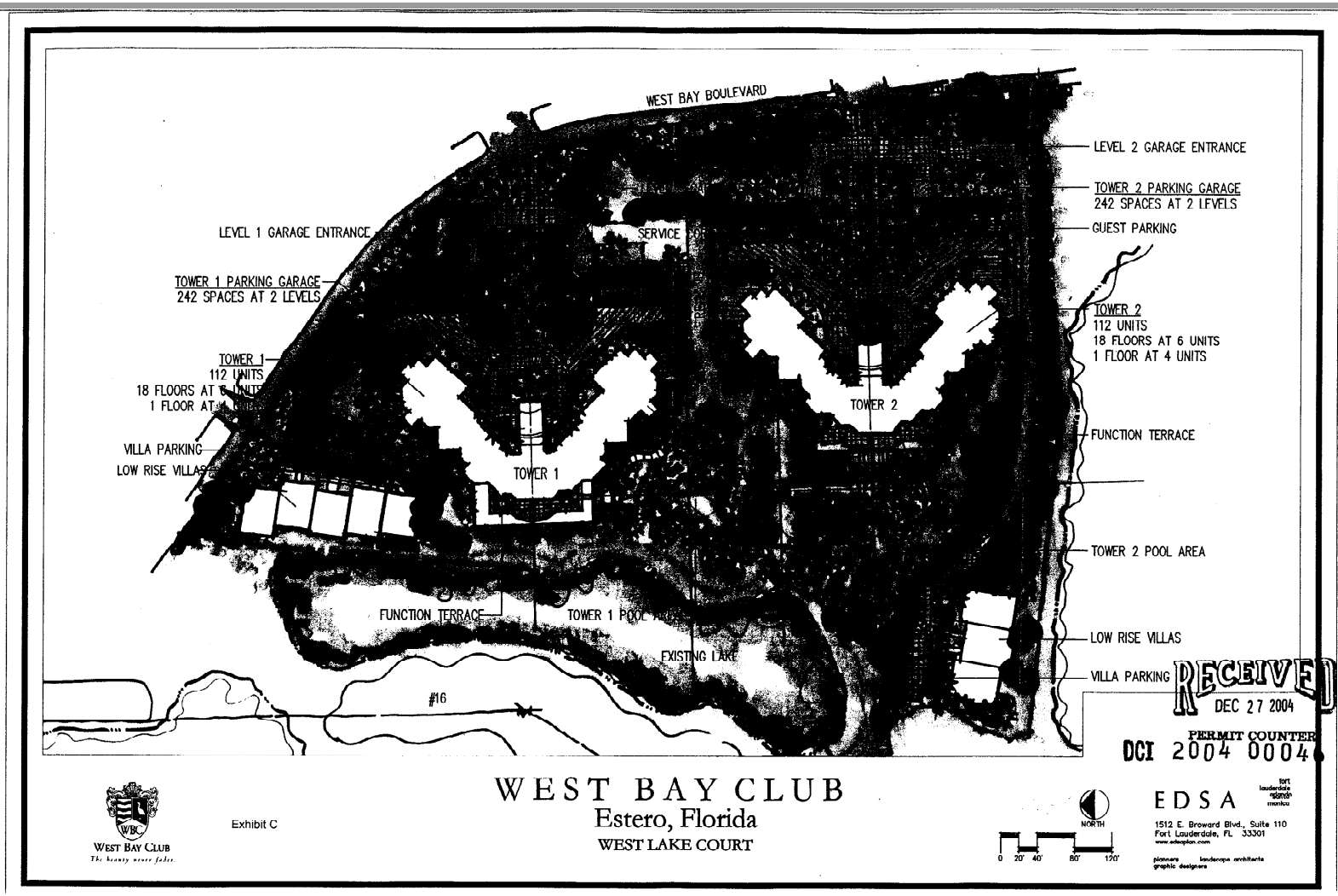


RECEIVED
AUG 27 2004
PERMIT COUNTER
OCT 13 2004 94000
Exhibit A
Page 3 of 3
Drawing Name

ZONING INTAKE MAP

1/4/2005



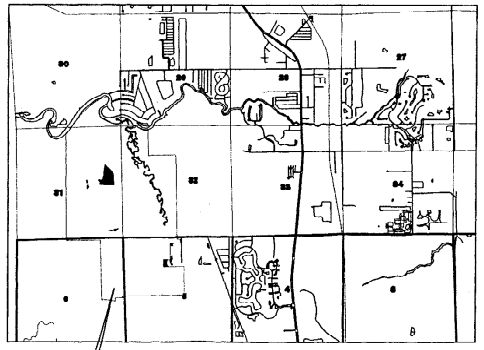

WEST BAY BOULEVARD
LEVEL 2 GARAGE ENTRANCE
TOWER 2 PARKING GARAGE
242 SPACES AT 2 LEVELS
GUEST PARKING
LEVEL 1 GARAGE ENTRANCE
SERVICE
TOWER 1 PARKING GARAGE
242 SPACES AT 2 LEVELS
TOWER 2
112 UNITS
18 FLOORS AT 6 UNITS
1 FLOOR AT 4 UNITS
TOWER 1
112 UNITS
18 FLOORS AT 6 UNITS
1 FLOOR AT 4 UNITS
TOWER 2
FUNCTION TERRACE
VILLA PARKING
LOW RISE VILLAS
TOWER 1
TOWER 2 POOL AREA
FUNCTION TERRACE
TOWER 1 POOL
EXISTING LAKE
LOW RISE VILLAS
VILLA PARKING
#16
RECEIVED
DEC 27 2004
PERMIT COUNTER
DCI 2004 00046
WEST BAY CLUB
Estero, Florida
WEST LAKE COURT
Exhibit C
WEST BAY CLUB
The beauty never fades.
NORTH
0 20' 40' 80' 120'
EDSA
1512 E. Broward Blvd., Suite 110
Fort Lauderdale, FL 33301
www.edsaplan.com
planners landscape architects
graphic designers

MASTER CONCEPT PLAN
FOR
WEST BAY CLUB RPD
(FORMERLY ESTERO POINTE RPD)

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER
2	MASTER CONCEPT PLAN
3	DOCUMENTATION, SOILS & FLUCPCS



LOCATION MAP

0 2000 4000
SCALE IN FEET

APRIL, 2004

APPLICANT

WEST BAY CLUB DEVELOPMENT CORPORATION
4600 WEST BAY BOULEVARD
ESTERO, FLORIDA 33928
PHONE (239) 498-7770
FAX (239) 498-7771

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2158 JOHNSON STREET
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FORT MYERS, FLORIDA 33902-1550
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FAX (239) 334-3661
E.B. #642 & L.B. #642

APPROVED
Site Plan: DS-010 ... Page 1 of 4
Subject to conditions in Resolution: Z-05-010
Case: ESTERO POINTE

OCT 2004-00046

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SHEET 1

Exhibit D
Page 1 of 4

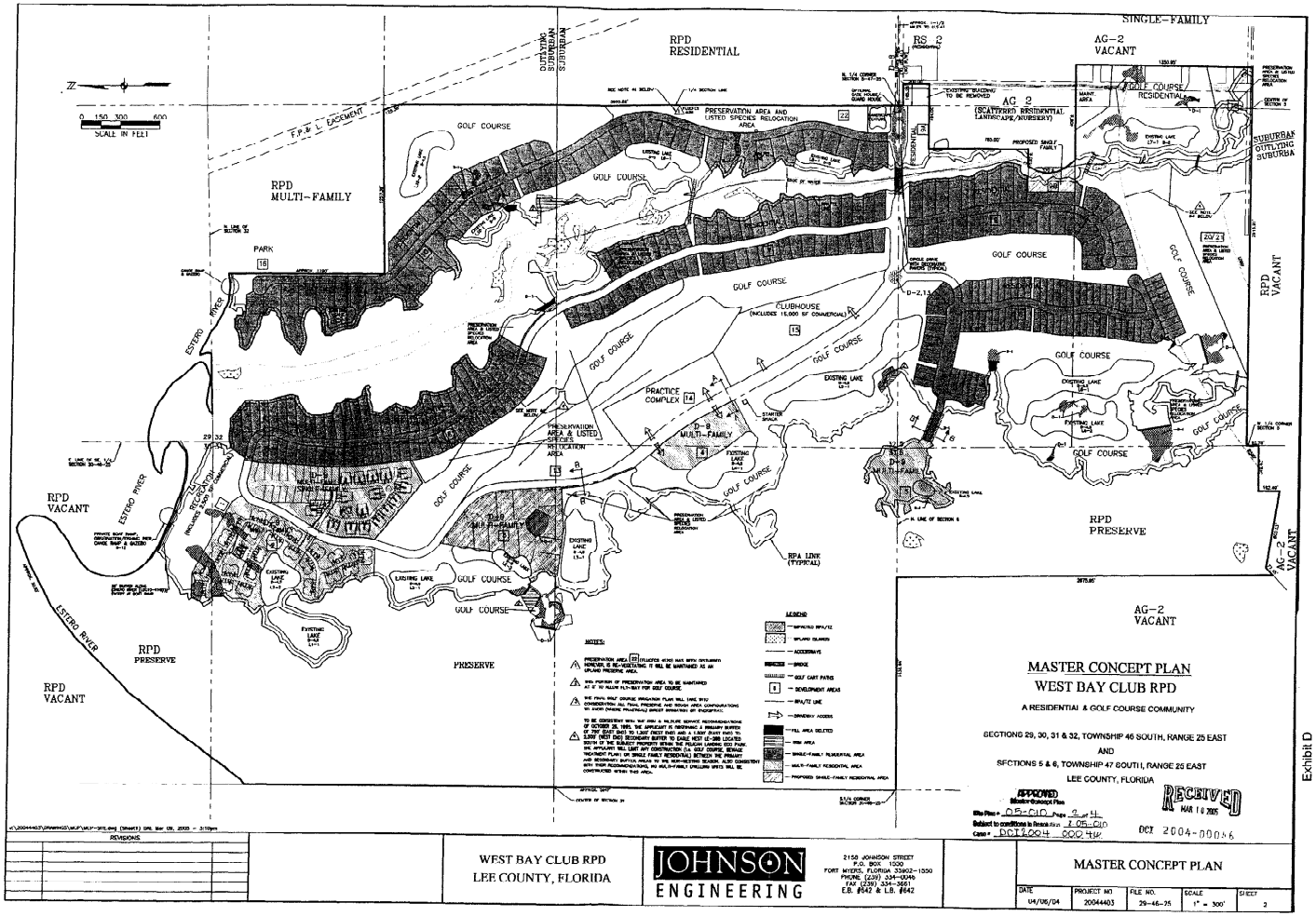


Exhibit D
Page 2 of 4

	Minimum Lot			Minimum Setback				Maximum Height (feet)	Number of Habitable Floors	Minimum Bldg. Separation	Subdivision	Condo	Condo
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)						
RESIDENTIAL													
Single Family	5,500	100	55	5	10	20	20	45	3	10	Yes	Yes	Yes
Two Family Attac 1st Side 2nd Side	5,000	100	50	0 / 10	15	20	20	45	3	15	Yes	Yes	Yes
Zero Lot Line 1st Side 2nd Side	4,500	80	45	0 4	15(a) (1a)	15	20	45	3	4	Yes	Yes	Yes
Townhouse 1st Side 2nd Side	2,800	80	35	0 0 or 10	20	20	20	45	3	** Complex Separation 20	Yes	Yes	Yes
MULTI FAMILY													
Ground Level	10,000	100	100		20	20	25	45	3	20		Yes	Yes
Mid-Rise	10,000	100	100		20	20	25	75	7	20		Yes	Yes
High-Rise	10,000	100	100		20	20	25		20*	60		Yes	Yes
CLUB/LOUGE AREA	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes	Yes
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	Yes	Yes	Yes

All Housing Types

See LDC Sections 34-1174, 34-1178, 34-2191 and 34-2194 for accessory structure setbacks

Setbacks for Entrance Roads: 50 feet

* 20 Stories over parking. All buildings over 45 ft. shall provide one half foot setback from West Bay Club perimeter property line for every foot of elevation over 45 feet.

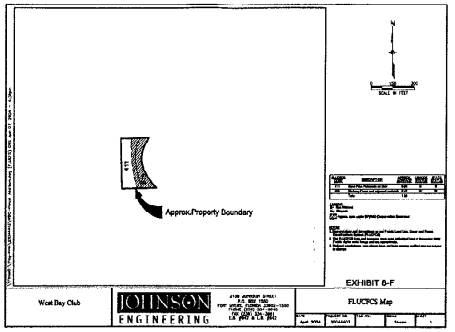
An overall maximum of FIVE (5) high-rise buildings may be located within multi-family Pods 3,4 and 5

Mid-rise or ground level buildings can be clusters in multi family Pods 3,3,4 and 6

** Maximum number of attached units: 6

Club

4 and 5

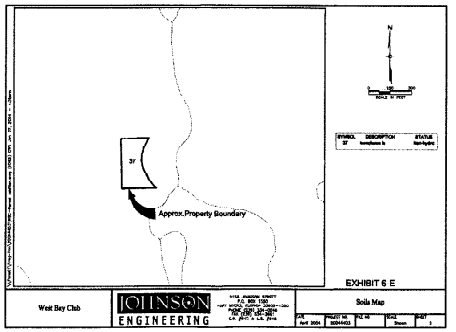


OPEN SPACE CALCULATIONS:

REQUIRED OPEN SPACE : 60% AC. X 40%	=	340.92 AC. (60%)	
INDIGENOUS REQUIREMENT	=	170.2.2 AC. (30%)	
OPEN SPACE PROVIDED (AT 6)		ACS (AC.s)	
WETLANDS		267.8	
PRESERVATION AREA 13: 22.6 AC. X 1.489=38.5 AC+ 3.2 AC(10-17 UXXXXs) =		41.7	
PRESERVATION AREA 15		2.6	
PRESERVATION AREA 20/21: 144 AC. X 1.489 [10 YR CLOSURE] =		16.0	
PRESERVATION AREA 22		30.7	
UPLAND ISLAND PRESERVATION AREAS		5.1	
GOLF COURSE		80.9	
GOLF COURSE BOUND		20.6	
UPLAND BUFFER AREAS		38.4	
PARK (AREA 16)		1.0	
LAKES		30.7	
RECREATIONAL AREA 1 (10.0 AC. + 80%)	=	8.2	
MULTI-FAMILY POD 3 : 17.8 x 150	=	1.6	
MULTI-FAMILY POD 3 : 8.5 x 200	=	1.7	
MULTI-FAMILY POD 4 : 4.7 x 300	=	1.4	
MULTI-FAMILY POD 5 : 8.5 x 150	=	2.6	
SINGLE FAMILY POD 5 : 20.3 x 105	=	2.4	
SINGLE FAMILY POD 6 : 24.5 x 105	=	2.6	
SINGLE FAMILY PODS 6 : 34.6 x 105	=	7.5	
RESIDENTIAL POD 8, 9A & 9B: 21.3 x 105	=	2.1	
RESIDENTIAL POD 10 : 44.0 x 105	=	6.4	
MULTI-FAMILY POD 11 & 12 : 13.8 x 155	=	2.1	
CLUB/LOUGE SITE POD 14: 17.0 x 105	=	3.7	
CLUB/LOUGE SITE POD 15: 17.0 x 105	=	3.7	
MAINTENANCE/ GOLF COURSE/ FUTURE RESIDENTIAL (PODS 17 & 18) 16.1 x 405	=	5.7	
TOTAL OPEN SPACE PROVIDED	=	705.6 (61%)	
TOTAL INDIGENOUS OPEN SPACE PROVIDED	=	525.8 (51%)	

SITE BREAKDOWN

DESCRIPTION OF AREAS		AREA (IN ACRES)
Wetlands		267.8
Golf Course		80.9
Golf Course Rough		30.8
Upland Buffer Areas		38.4
Lakes		30.7
Pod 1:	Recreation Area	10.2
Pod 2:	Multi Family	12.8
Pod 3:	Multi Family	6.5
Pod 4:	Multi Family	4.7
Pod 5:	Multi Family	6.0
Pod 6:	Residential	26.2
Pod 7:	Residential	24.1
Pod 8:	Residential	24.8
Pod 9, 9A & 9B:	Residential	22.4
Pod 10:	Residential	44.0
Pod 11/12:	Multi Family	13.8
Pod 13:	Upland Preservation	36.5
Pod 14:	Practice Area	7.1
Pod 15:	Clubhouse	11.8
Pod 16:	Park Area	1.0
Pod 17/18:	maintenance area & Practice Club/Golf Course	14.2
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	12.8
Pod 23:	Upland Preservation	6.1
Pod 25:	Upland Island Preservation	3.1
	TOTAL	966 ACRES



APPROVED
Master Concept Plan
Site Plan # 05-010 Page 12 of 14
Subject to conditions in Resolution Z-05-010
Case # DCI 2004-00046

DCI 2004-00046
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Exhibit D
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REVISIONS

WEST BAY CLUB RPD
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING
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P.O. BOX 1550
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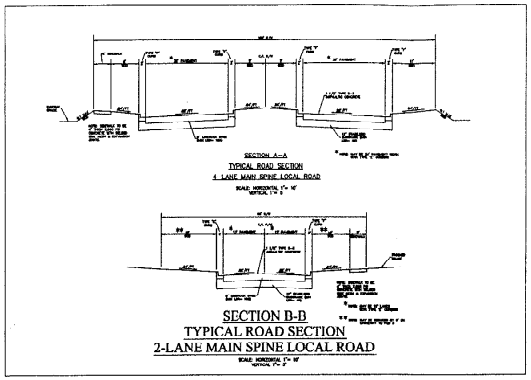
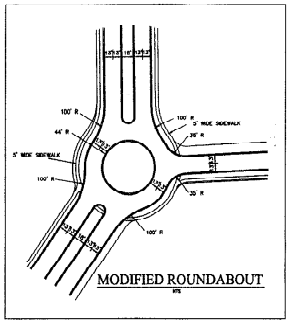
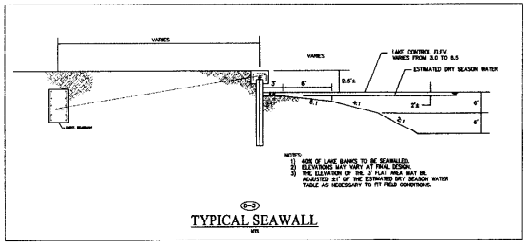
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/06/04	20044403	39-46-25	As Shown	3







APPROVED
Lee County Commission
Site Plan - DCI-2010 Page 14 of 14
Subject to conditions in Resolution Z-05-010
Case - DCI2004-00046

DCI 2004-00046

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Exhibit D
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REVISIONS

WEST BAY CLUB
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

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FORT MYERS, FLORIDA 33902-1550
PHONE (239) 334-0046
FAX (239) 334-3661
E.B. #642 & L.B. #642

DOCUMENTATION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
04/05/04	20044403	29-40-25	As Shown	4

Attachment 10

RESOLUTION NUMBER Z-96-005

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

WHEREAS, Atlantic Gulf Communities Corporation filed an application for a rezoning from AG-2 (Agricultural), C-2 (Commercial), CS-1 (Special Commercial Office) and RM-2 (Residential Multiple Family) to Residential Planned Development, in reference to Estero Pointe; and

WHEREAS, the subject property is located at 4651 Williams Road, Estero, and is described more particularly as:

LEGAL DESCRIPTION: In Sections 29, 30, 31, and 32, Township 46 South, Range 25 East; and Sections 05 and 06, Township 47 South, Range 25 East, Lee County, Florida.

Beginning at the North Quarter Section corner of said Section 05, Township 47 South, Range 25 East, said point being the Northeast corner of Lot 56B of FLORIDA GULF LAND COMPANY SUBDIVISION as recorded in Plat Book 1 at Page 59, Lee County Records and run S00°40'16"E for 30.00 feet to the South right-of-way (ROW) line of Williams Road (60 feet wide);
THENCE run N89°00'18"E along said South line for 165.26 feet;
THENCE run S00°36'29" E for 200.00 feet to the Southeast corner of lands described in deed recorded in Official Record Book 2465 at Page 3044, Lee County Records;
THENCE run S89°00'18"W along the South line of said lands for 494.00 feet to an intersection with the East line of Lot 55B of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°47'09"E along said East line for 765.00 feet;
THENCE run S88°57'37"W for 327.43 feet to an intersection with the East line of Lot 54B;
THENCE run S00°54'02"E for 351.20 to the Southeast corner of Lot 54B;
THENCE run N89°15'52"E along the South line of Lots 55B and 56B for 653.45 feet;
THENCE run N89°15'52"E along the South line of Lot 57B for 327.60 feet;
THENCE run S00°32'41"E along the East line of Lot 40B for 1,350.95 feet;
THENCE run S89°31'44"W for 324.62 feet to the center of said Section 05, said point being the Southwest corner of said Lot 40B;
THENCE run S89°34'40"W for 2,592.29 feet to the West Quarter section corner of Section 05, said point being the Southwest corner of Lot 48B of said subdivision;

continued...

THENCE run S01°31'46"E for 92.78 feet to the Southeasterly corner of lands described in deed recorded in Official Record Book 2192 at Page 567, Lee County Records;
THENCE run along the South line of said lands the following courses:
S89°10'55"W for 349.43 feet;
S00°49'50"E for 162.49 feet;
N81°20'47"W for 600.53 feet;
S46°11'51"W for 77.45 feet;
THENCE run N01°35'45"W along the West line of said lands for 2,875.95 feet to an intersection with the North line of said Section 06;
THENCE run S88°56'02"W along the North line of said Section 06 for 1,638.66 feet to the Southwest corner of lands described in deed recorded in Official Record Book 1509 at Page 221, Lee County Records, said point also being the Southwest corner of Lot 8A of said FLORIDA GULF LAND COMPANY SUBDIVISION and the South Quarter (S¼) Section corner of Section 31, Township 46 South, Range 25 East;
THENCE run N00°22'46"W along the West line of said lands along the North/South Quarter (N/S¼) Section line for 2,656.37 feet to the Northwest corner of Lot 25A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE continue N00°22'46"W along the West line of said lands and the West line of Lots 40A and 57A of said subdivision for 2,391 feet, more or less to the waters of the Estero River;
THENCE run Northeasterly, Southeasterly, Southwesterly, Southerly, Southeasterly and Northeasterly along said waters for 5,030 feet, more or less to an intersection with the East line of the Southeast Quarter (SE¼) of said Section 30, Township 46 South, Range 25 East;
THENCE run N00°32'05"W along said East line for 224 feet, more or less to said waters;
THENCE run Southeasterly, Southwesterly, Westerly and Southwesterly along said waters for 1,213 feet, more or less to an intersection with the North line of said Section 32, Township 46 South, Range 25 East, said line being the North line of Lot 49A of said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run N87°54'53"E along said North line for 628 feet, more or less to said waters for 485 feet, more or less to an intersection with the East line of Lot 52A, said FLORIDA GULF LAND COMPANY SUBDIVISION;
THENCE run S00°43'04"E along said East line of Lot 52A for 1,190 feet, more or less to the Southeast corner of lands described in deed recorded in Official Record Book 1807 at Page 4091, Lee County Records, said point being the Southeast corner of said Lot 52A of said subdivision;
THENCE run N88°27'02"E along the North line of Lots 44A, 43A, 42A and 41A of said FLORIDA GULF LAND COMPANY SUBDIVISION for 1,257.39

continued...

feet to an intersection with the Southwesterly line of a Florida Power and Light Company transmission line easement (100) feet wide);
THENCE run S20°51'33"E along said Southwesterly line for 125.36 feet to an intersection with the North/South Quarter (N/S¼) Section line of said Section 32;
THENCE run S00°55'33E along said Quarter section line and along the corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lot 41A of said subdivision for 1,226.63 feet to the Southeast corner of lands described in deed recorded in Official Record Book 1528 at Page 12, Lee County Records, said point also being the Southeast corner of said Lot 41A;
THENCE run S00°56'02"E along said North/South Quarter Section line and the East line of Lots 24A and 9A of FLORIDA GULF LAND COMPANY SUBDIVISION for 2,644.19 feet to the POINT OF BEGINNING.

WHEREAS, the applicant has indicated the property's current STRAP numbers are:
29-46-25-01-0000G.0010 30-46-25-00-00002.0010 31-46-25-01-00001.0000
31-46-25-01-00002.0000 31-46-25-01-00003.0040 through .0060
31-46-25-01-00003.006B 31-46-25-01-00003.0080 31-46-25-01-00003.0380
32-46-25-01-00003.0110 32-46-25-01-00003.0120 32-46-25-01-00003.0140
32-46-25-01-00003.0500 32-46-25-01-00004.0000 32-46-25-01-00004.0010
32-46-25-01-00004.001A 32-46-25-01-00005.0000 32-46-25-01-00006.0000
32-46-25-01-00007.0000 32-46-25-01-00008.0000 32-46-25-01-00009.0000
32-46-25-01-00010.0000 32-46-25-01-00011.0000 05-47-25-01-00003.0130
05-47-25-01-00003.0400 05-47-25-01-00003.040A through .040D
05-47-25-01-00003.0510 05-47-25-01-00003.0520 05-47-25-01-00003.0540
05-47-25-01-00003.0550 05-47-25-01-00003.055C
05-47-25-01-00019.0000 through .0030 06-47-25-00-00002.0020;
and

WHEREAS, Atlantic Gulf Communities Corporation, the owner of the subject parcel, authorized Henderson, Franklin, Starnes & Holt, P.A. and Johnson Engineering, Inc. to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was advertised and held on January 23, 1996 before the Lee County Hearing Examiner, who gave full consideration of the evidence available; and

WHEREAS, a public hearing was advertised and held on March 18, 1996 before the Lee County Board of County Commissioners, who gave full and complete consideration to the recommendations of staff, the Hearing Examiner, the documents on file with the county, and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, that the Board APPROVES with conditions the requested rezoning from AG-2, C-2, CS-1 and RM-2 to RPD.

SECTION A. CONDITIONS:

The RPD rezoning and Master Concept Plan are subject to the following conditions:

1. The development of this project must be in accordance with the five-page Master Concept Plan stamped received January 5, 1996, except as modified by the conditions below. This approval does not alleviate the need to comply with all state and county development regulations, except as specifically modified by this approval. Rezoning the subject property does not include those properties owned by the state, i.e., submerged lands.

2. Prior to any local Development Order approval for vertical development, the Developer must submit an application for Final Plan approval (FPA). The purpose of the FPA process is to ensure compliance with the Zoning Resolution and Land Development Code, to allow detailed review of deviations conceptually approved herein, while allowing the Developer the flexibility to respond to changing conditions. Any substantial change in the type, intensity or configuration of development within the RPD may require further review through a public hearing. Said determination shall be made by the Director of Community Development.

   The following information must be provided on the Final Plan:

   - uses: type and amount, i.e. number of dwelling units or square feet of commercial use
   - access
   - location and dimensions of internal roadways
   - location and dimensions of buildings/structures
   - boundary of development tract
   - adjacent zoning and land uses
   - detailed drawings showing the application of deviations
   - buffers and/or landscape strips
   - open space, including an ongoing tabulation of required open space
   - a cumulative analysis of the total number of dwelling units that have received local Development Order approval.

3. Permitted uses are limited to the following:

Accessory Uses and Structures
Accessory Apartment (df)
Administrative Office (df)

ATM
Bait and Tackle Shop
Banks and Financial establishments, Group I [Section 34-622(c)(3)]
Business Services, Group I, and Group II if limited to lawn and garden services and swimming pool cleaning services [Section 34-622(c)(5)]
Canoe Launch
Clubs
- Country (df)
- Private (df)

Consumption on Premises [Section 34-1261]
Convenience Food and Beverage Store (df)
Day Care Center, Child (df)
Drugstore (df), Pharmacy (df)
Dwelling Unit
Single Family (df)
Semi-Detached (duplex)
Two-Family Attached (df)
Townhouse (df)
Multiple Family Building (df)
Zero Lot Line (df)
Entrance Gates and Gatehouse (df)
Essential Services (df)
Essential Service Facilities, All Groups [Section 34-622(c)(13)]
Excavation - Water Retention
Fences, Walls
Food and Beverage Service, Limited (df)
Food Stores, Group I [Section 34-622(c)(16)] including a gourmet grocery store
Gift and Souvenir Shop (df)
Golf Course and Accessory Facilities
Golf Driving Range and Golf Training Facility
Helistop (df)
Home/Care Facility (df)
Home Occupation
Laundry or Dry Cleaning [Section 34-622(c)(24)
Model Home, Unit, Display Center
Parks, Private, Group I [Section 34-622(c)(32)]
Parking Lot Accessory (df)
Personal Services, Groups I and II [Section 34-622(c)(33)]
Pharmacy (df)
Post Office (df)
Private Boat Ramp and Observation/Fishing Pier
Recreational Facilities
- Personal (df)
- Private (df)

Real Estate Sales Office
Residential Accessory Uses [Section 34-622(c)(42)]
Restaurants, Groups I, II and III [Section 34-622(c)(43)]
Signs, in accordance with LDC Chapter 30
Specialty Retail Shops, Groups I & II [Section 34-622(c)(47)]
Temporary Uses
Temporary Construction Trailer
Temporary Sales Center
Units of High Impact (df) including time share

The approved commercial uses are prohibited east of Development Areas 6, 7, and 9, must comply with LDC Section 34-937, and are restricted to use by residents and their guests only.

4. The RPD is limited to a maximum total of 1,121 residential dwelling units with the following distribution:

   a. A maximum of 1,020 dwelling units are permitted in the subject properties located within the Outlying Suburban Land Use Category.

   b. A maximum of 630 dwelling units are permitted within Development Areas 3, 4, and 5.

5. The property development regulations must be in accordance with the attached table entitled "Property Development Regulations for Estero Pointe" stamped received January 5, 1996, except as modified herein. (See Attachment B)

6. The following conditions apply to the riverfront/recreational areas:

   a. Outdoor entertainment is prohibited at the restaurant;

   b. The service of alcoholic beverages in conjunction with outdoor seating at the restaurant is limited to the hours of 7:00 a.m. to 12:00 midnight.

   c. All lighting along the river must be arranged and directed away from adjacent properties and the river.

   d. The parking area for the restaurant and boat ramp must be landscaped for the purpose of screening headlights from the river. Existing native vegetation may be used in whole or in part to meet this requirement.

   e. A 75 percent opaque vegetative screen must be installed prior to issuance of a Certificate of Compliance for the restaurant. The vegetative screen for the restaurant must be located on the north and northeast side of the building.

The size, type and actual location of the vegetative screen will be reviewed through the Final Plan Approval process. Existing native vegetation may be used in whole or in part to meet this requirement.

f. Development Area 2 must provide a 50-foot-wide vegetative screen along the northeast boundary of the Development Area consisting of the following: five clusters of three palm trees with a minimum height of 18 feet at time of planting and 23 trees 12-foot on center with a minimum height of 14 feet and 2-1/2 inches in caliper at time of planting.

g. A total of 15 parking spaces are permitted for the boat ramp facility.

h. The restaurant is limited to a total of 2,500 square feet and must be set back a minimum of 75 feet from the mean high water line of the Estero River.

i. The restaurant may not exceed one story in height.

j. The restaurant must be located as shown on the "River Parks Site Plan" stamped received November 21, 1995.

k. The restaurant will be for use of the residents and their guests only.

l. Food and beverage services are limited to the restaurant facility.

m. Recreation Area I must provide a minimum of 80 percent open space.

n. Recreation Areas I and II are further limited by conditions of approval for Deviation 12.

7. The main roads that access Development Areas 2, 3, 4 and 5 must be constructed in accordance with the road cross-sections on page 5 of the MCP stamped "received January 5, 1996."

8. A minimum 25-foot-wide undisturbed buffer must be provided along the west jurisdictional wetland line.

9. The storm water management systems in Development Areas 2, 3, 4 and 5, and the golf course areas adjacent to the mangrove wetlands must be designed so that the storm water discharge rate will be approximately 70 percent of the calculated permittable run-off rate in accordance with SFWMD requirements.

10. The Developer must hook-up to public water and sewer services when services are constructed and available within one-quarter mile of the subject property. The

temporary on-site sewage treatment plant must be dismantled within six months of public sewer service availability to the entire site.

11. The sewage treatment plant parcel may be redeveloped with residential uses in accordance with the approved property development regulations. Access to and development of the parcel must be reviewed in accordance with Condition 2.

Hurricane Mitigation Conditions

12. The Developer must notify all purchasers of real property within the development of the potential for storm surge flooding. The restrictive covenants should include the Base Flood Elevation, according to the National Weather Services' storm surge model "SLOSH" and the National Flood Insurance Program and notify potential owners that the first habitable floor of all structures must be constructed above that elevation.

13. The Property Owner's Association must host an educational seminar and will be responsible for obtaining the site for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff who will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

14. The Developer shall develop a Hurricane Evacuation Plan for the RPD. The Plan must address: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for imple-menting the Plan; and f) how the private security force will be integrated with the local Sheriff's personnel and the Division of Public Safety. The Plan will be developed in coordination with the Lee County Emergency Management officials.

15. The Developer, and any successor landowner, will pay any All Hazards Tax levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

16. The Developer must comply with all duly adopted ordinances which address hurricane preparedness and all duly adopted Hurricane Shelter Impact Fee Ordinances in effect at the time of building permits or local Development Order approval, whichever is the operative time under the Ordinance.

17. Prior to a Certificate of Compliance of the first multi-family building, the Developer must provide one of the following options:

a. 8,940 square feet of shelter space on site in either the clubhouse building or among the multi-family structures as a "refuge of last resort"; or

b. hurricane shuttering at a school or other designated public shelter to provide an additional 8,940 square feet of shelter area; or

c. an emergency electrical generator for a school or other designated shelter off-site, with capacity to serve a minimum of 8,900 square feet of shelter space.

Fire and Emergency Medical Conditions

18. A helistop must be provided on-site. The location and specifications must be reviewed and approved by Lee County Division of Zoning and Development Services and Emergency Management. The Developer must provide a helistop at the same time the clubhouse/golf practice area is constructed.

19. Subject to a final determination of need by the Director of Zoning and Development Services, in consultation with the Estero Fire District, an emergency access may be required. The location would be determined prior to approval of the first Development Order.

20. All buildings over three stories must install an approved total coverage automatic fire sprinkler system.

21. A 20-foot-wide stabilized fire lane must be provided on at least two sides of all multi-family buildings over three stories in height.

22. All multi-family buildings over three stories must provide pressurized escape stairs unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

23. All 20-story or 220-foot-high buildings must install an emergency communication system internal to the building unless an alternative is approved by the Estero Fire District and Lee County Codes and Building Services.

24. The Developer must comply with all impact fee requirements in place at time of building permit approval.

25. Prior to the issuance of a local Development Order, the Developer must apply for and obtain an archaeological Certificate to Dig.

26. This zoning approval does not address the mitigation of the project's pedestrian and vehicular traffic impacts. Additional conditions may be required at the time of

issuance of a local Development Order per the Lee County LDC or other Lee County Ordinance.

27. Approval of this rezoning does not give the Developer the undeniable right to receive a local Development Order approval that exceeds the Year 2010 Overlay use allocation for the applicable district.

28. This development must comply with all requirements of the Lee County LDC at the time of local Development Order approval, except as may be granted by deviation as part of this planned development.

Environmental Conditions

29. As part of the submittal documents, and prior to approval, for any Estero Pointe Development Orders for Development Areas 6, 7, 9, 9A and 10, the Developer must comply with the requirements set forth in the document titled "Estero Pointe Proposal to Address Concerns with Lot Lines in Conservation/Preservation Areas," dated 12/20/95 (cover memo from Russell Schropp to George Parker and Rick Joyce, dated 12/22/95). The conservation easement must be provided at time of final plat approval. This approval is further limited to an allowance of one boardwalk per two single-family lots abutting Halfway Creek.

30. Prior to any local Development Order approval for any phase of the development which contains Florida coontie or Curtiss milkweed, the Developer must submit a detailed management plan indicating the preserve areas, relocation areas and propagation areas for review and approval by Lee County. Provisions of this plan must include all requirements of LDC Section 10-474.

31. Prior to any local Development Order approval, the Developer must submit a detailed management plan for tri-colored herons, meeting the requirements of LDC Section 10-474, for review and approval by Lee County.

32. Prior to local Development Order approval for any portion of the property which contains, or will contain through relocation, gopher tortoises, the Developer must submit a detailed management plan for gopher tortoises, meeting the requirements of LDC Section 10-474 and/or 10-475, for review and approval by Lee County. If the Florida Game and Fresh Water Fish Commission issues an incidental take permit, the Developer must implement a bucket trapping or excavation program to protect from entombment or other harm, the tortoises and commensal species found through implementation of the protection program. The Developer must move displaced tortoises to appropriate preservation areas on site.

33. The Developer and their successors in interest must maintain all areas shown on the Master Concept Plan (MCP) as "Preservation Area & Listed Species Relocation Area" as preservation areas allowing only management activities associated with the protection of the area as native vegetation preserve and listed species habitat. Preserve Area #13 has been promoted as a wildlife corridor across the site. The Developers and their successors in interest must take appropriate measures to protect wildlife from injury or death from traffic on the two roads which pass through this area.

    These protective measures should include, but are not limited to: culverts under the roads large enough to let small to medium size animals pass through; fencing to direct animals to culvert crossings; appropriate signs identifying the area as wildlife preserve; and lower speed limits through the preserve area. A plan which meets these requirements must be approved by Lee County prior to a local Development Order approval for roadways through Area #13.

34. Prior to local Development Order approval, the Developer must submit a final Eagle Management Plan, approved by the U.S. Fish and Wildlife Service, to Lee County. It is strongly encouraged that this plan be presented to the Lee County Eagle Technical Advisory Committee (ETAC) for their input and suggestions.

SECTION B. DEVIATIONS

The Master Concept Plan deviates from several Lee County development standards. The proposed deviations are granted or denied as set forth below:

DEVIATION (1) requests relief from LDC Sections 10-253, 14-298 and 34-1574 which prohibit or restrict alteration or development within Resource Protection Areas (RPA) to permit (as shown on the MCP):

a. Construction of recreational boardwalks and cart paths through RPA areas to access golf holes both by pedestrians and golf carts.

b. Construction over various TZ and RPA areas to facilitate construction of a golf course.

c. Construction over various TZ and RPA areas to facilitate construction of residential development.

d. Construction of a road access to segmented ridge for construction of multi-family tract.

e. Construction of a road access to the project site.

The requested deviation is APPROVED subject to compliance with the following conditions:

a. Impacts are limited to a maximum of 8.79 acres of County jurisdictional wetlands. These impacts are as follows: 6.97 acres fill, 0.14 acres excavation, and 1.68 acres trimming. An approved wetland mitigation plan from the South Florida Water Management District must be submitted prior to local Development Order approval for any phase of development which contemplates wetland impacts. This mitigation will be considered part of the mitigation for Lee County and will be enforceable by the Division of Environmental Sciences (DES).

b. At a minimum Lee County's approval of the requested wetland impacts requires removal and maintenance of invasive exotic vegetation [(as defined in LDC Section 10-413(f)] for the entire Estero Pointe RPD, and enhancement, restoration and creation of one acre wetland for each one acre of fill/excavation impact (1:1 ratio). Areas which are trimmed must be mitigated at a ratio of one-half acre creation, enhancement or restoration for each one acre impact (1/2:1).

c. No mangrove trimming or removal (except in cases of public safety) is permitted outside the areas of proposed impacts. This provision is considered part of the approved wetland mitigation plan for Lee County.

d. All mitigation requirements must be clearly indicated on the local Development Order plans and must be inspected by Lee County staff prior to issuance of a Certificate of Compliance (CC) for any applicable Development Order.

DEVIATION (2), requests relief from LDC Section 10-296, Table 4(7)(c) which requires that wearing surfaces for local and access road for Class A development must be 1-1/2 inch asphaltic concrete of Florida Department of Transportation Type S-1, to allow for decorative pavers within the privately maintained internal roadways. The requested deviation is APPROVED with the CONDITION that prior to local Development Order approval, the Developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement. The approval of this deviation is limited to privately maintained streets.

DEVIATION (3) was WITHDRAWN by the applicant.

DEVIATION (4) requests relief from LDC Section 10-329(e)(3) which requires the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without any penetration through impervious soil or rock layer which presently prohibits intermingling or various watery strata. The requested deviation is APPROVED subject to compliance with the following conditions:

a. Lake depths for a maximum of 20 feet or the confining layer, whichever occurs first, are approved subject to the adoption and implementation of the "Estero Pointe Management Program for Lakes Excavated Greater than 12 Feet," Zoning counter date stamped 12/13/95.

b. Prior to local Development Order approval for any area that contains lakes with depths greater than 12 feet, the Developer must submit an additional section of the management plan defining stratification and related lake problems for review and approval by Lee County staff.

DEVIATION (5) requests relief from LDC Section 10-329(e)(4) which requires that excavation bank slopes be no greater than 4:1, to permit 40 percent of the lake banks to utilize vertical bulkheads. The requested deviation is APPROVED subject to the following conditions:

a. Lake bottom slope, at the toe of any bulkhead, may be no greater than 4:1.

b. Bulkheads are subject to Lee County structural building permits.

DEVIATION (6) requests relief from LDC Section 10-413(b)(2) which requires that residential developments provide 40 percent open space for large developments (50 percent of which must be indigenous plants for large developments), to allow the open space table provided. The requested deviation is APPROVED subject to the following conditions [see additional open space conditions for Deviation (9)]:

a. A minimum total of 76 percent open space and a minimum total of 57 percent indigenous open space must be provided.

b. Prior to local Development Order approval, the exact location of the 21.8 acres of indigenous preservation within the golf course rough must be shown on plans for the golf course.

DEVIATION (7) requests relief from LDC Section 10-414 which requires that no portion of a buffer area that consists of trees and shrubs be located in any easement, to allow planted buffers in easements. The requested deviation is APPROVED subject to the condition that if any required buffer or landscape strip vegetation which has been planted within an easement has to be removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

DEVIATION (8) was WITHDRAWN by the Applicant.

DEVIATION (9) requests relief from LDC Section 34-935(f)(3)(e) which limits the height of buildings in the RPD zoning category within the Outlying Suburban land use category to

45 feet, to allow 20 stories over parking for Development Areas 2, 3, 4 and 5. The requested deviation is APPROVED subject to the following conditions:

a. Development Area 2 is limited to a maximum height of 75 feet.

b. Development Areas 3, 4, and 5 are limited to a maximum building height of 220 feet and are further limited to a maximum combined total of six multi-family buildings with a maximum total of 630 dwelling units.

c. Development Areas 3 and 4 must provide a minimum of 35 percent open space.

d. Development Area 5 is limited to one multi-family building and must provide a minimum of 60 percent open space.

e. Ninety percent of the required parking in multi-family Development Areas 3, 4, and 5 must be provided under the principal building structure to limit the impacts of impervious areas created by open parking lots.

f. All buildings over 45 feet in height must be set back an additional one-half foot for every foot of height over 45 feet along the external development perimeter.

DEVIATION (10) was WITHDRAWN by the Applicant.

DEVIATION (11) requests relief from the LDC Section 34-935 to allow the property development regu-lations for Estero Pointe RPD. The requested deviation is APPROVED subject to the condition that development of the permitted uses must be in accordance with the "Property Development Table for Estero Pointe," stamped received January 5, 1996 and as further limited in the conditions of approval.

DEVIATION (12) requests relief from LDC Section 10-414(f) which requires the Developer to provide a 25-foot-wide buffer landward from the mean high water line of all non-seawalled natural waterways, to allow construction of a boat ramp, fishing/observation pier, three gazebos and two canoe launches on the Estero River, and boardwalks and other crossings on Halfway Creek. The requested deviation is APPROVED subject to the following conditions:

a. Water management berms are prohibited within the 25-foot-wide buffer area. Other water management structures are approved as long as their impacts are limited to the minimum necessary to meet permitting requirements of the South Florida Water Management District.

b. Gazebos are only approved on land locations within areas selected to avoid impacts to the greatest number of native trees and plants. Size is limited to 250 square feet.

The gazebos must be constructed in a generally square or octagonal design. A maximum of two gazebos is approved.

c. Two canoe launch areas are approved. One of the canoe launch areas must be located as near as appropriate to the boat ramp to avoid additional impacts. Storage of canoes on land and must be outside of the 25-foot-wide buffer area. Each canoe launch area is limited to a width of 25 feet along the Estero River.

d. One power boat ramp is approved with a maximum of two temporary mooring slips.

e. As part of the power boat ramp mooring facility, an observation boardwalk structure may be constructed at a length not to exceed 30 feet from the shoreline for the total structure.

f. The power boat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. The design must be approved as part of the building permit or local Development Order review for the boat ramp facility.

g. The boat ramp, temporary mooring/observation boardwalk, single family board-walks, cart crossings, and canoe launches are subject to all permitting requirements of LDC Chapter 26.

h. Gazebos, canoe launches and power boat ramp facilities are prohibited along Halfway Creek.

i. A maximum of one boardwalk for each two single family lots is permitted on Halfway Creek. Boardwalks are prohibited on the Estero River, except as conditioned in g. above.

DEVIATION (13) requests relief from the connection separation requirements of LDC Section 10-285(a), Table 2, to allow the connection separation shown on the "modified round-about" on the Master Concept Plan. The requested deviation is APPROVED subject to the condition that appropriate traffic signage be provided and the rotary intersection design is reviewed and approved by Lee County staff at time of local Development Order application.

SECTION C. MASTER CONCEPT PLAN:

A five-page reduced copy of the Master Concept Plan is attached to and incorporated into this Resolution by reference.

SECTION D. FINDINGS AND CONCLUSIONS:

The following findings and conclusions were made in conjunction with the approval of the requested zoning:

1. The proposed uses, as conditioned, are appropriate for the site and no changed or changing conditions make approval of this rezoning request inappropriate.

2. As conditioned, the RPD rezoning and approved deviations:

   a) will not have an adverse impact on the intent of the Land Development Code.

   b) are consistent with the goals, objectives, policies and intent of the Lee Plan and with the densities, intensities, and general uses set forth in the Lee Plan.

   c) meet or exceed all performance and locational standards set forth for the proposed uses.

   d) will protect, conserve or preserve environmentally critical areas and natural resources on or abutting the subject property.

   e) are compatible with existing or planned uses, and are not contrary to the public health, safety or welfare and will not cause damage, hazard, nuisance or other detriment to persons or property.

   f) do not place an undue burden upon existing transportation facilities, or other facilities or services.

   g) will comply with all applicable general zoning provisions and supplemental regulations pertaining to the uses set forth in the Land Development Code.

   h) enhance the achievement of the objectives of the RPD rezoning, and promote and preserve the protection of the public health, safety or welfare.

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

4. The conditions imposed on the RPD zoning and the approved deviations are reasonably related to the impacts on the public's interest created by or expected from the proposed uses, and, in conjunction with other land development regulations, will protect the public's interest, health, safety and welfare.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner John E. Manning, and seconded by Commissioner John E. Albion and, upon being put to a vote, the result was as follows:

John E. Manning	AYE
Douglas R. St. Cerny	ABSENT
Ray Judah	NAY
Andrew W. Coy	AYE
John E. Albion	AYE

DULY PASSED AND ADOPTED this 18th day of March, A.D., 1996.

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chairman

Approved as to form by:

_____
County Attorney's Office

FILED

MAR 25 1996

CLERK CIRCUIT COURT
BY _____ D.C.

CASE NO. 95-06-148.03Z
A:\ESTEROPT.RES.

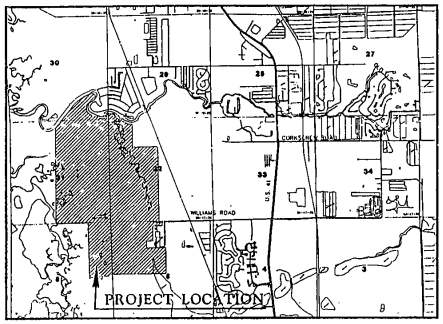
RESOLUTION NUMBER Z-96-005
Page 17 OF 17

MASTER CONCEPT PLAN
FOR
ESTERO POINTE RPD

SECTIONS 29/30/31/32, TOWNSHIP 46 S., RANGE 25 E.
SECTIONS 5/6, TOWNSHIP 47 S., RANGE 25 E.
BONITA SPRINGS, LEE COUNTY, FLORIDA

INDEX OF PLANS

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	MASTER CONCEPT PLAN
3	MILKWEED LOCATIONS & MANAGEMENT PLAN
4-5	DOCUMENTATION



LOCATION MAP

0 1000 2000 4000
SCALE IN FEET

NORTH

PREPARED BY

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2158 JOHNSON STREET
POST OFFICE BOX 1550
FORT MYERS, FLORIDA 33902
PHONE (813) 334-0046
FAX (813) 334-3661

J.E.I. PROJECT NO. 20520

DECEMBER 1995

APPLICANT

ATLANTIC GULF COMMUNITIES CORPORATION
2601 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33133
PHONE (305) 859-4390
FAX (D05) 859-4457

STRAP NUMBERS

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30-46-25-00-00002.0010
31-46-25-01-00001.0000
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06-47-25-00-00001.0010

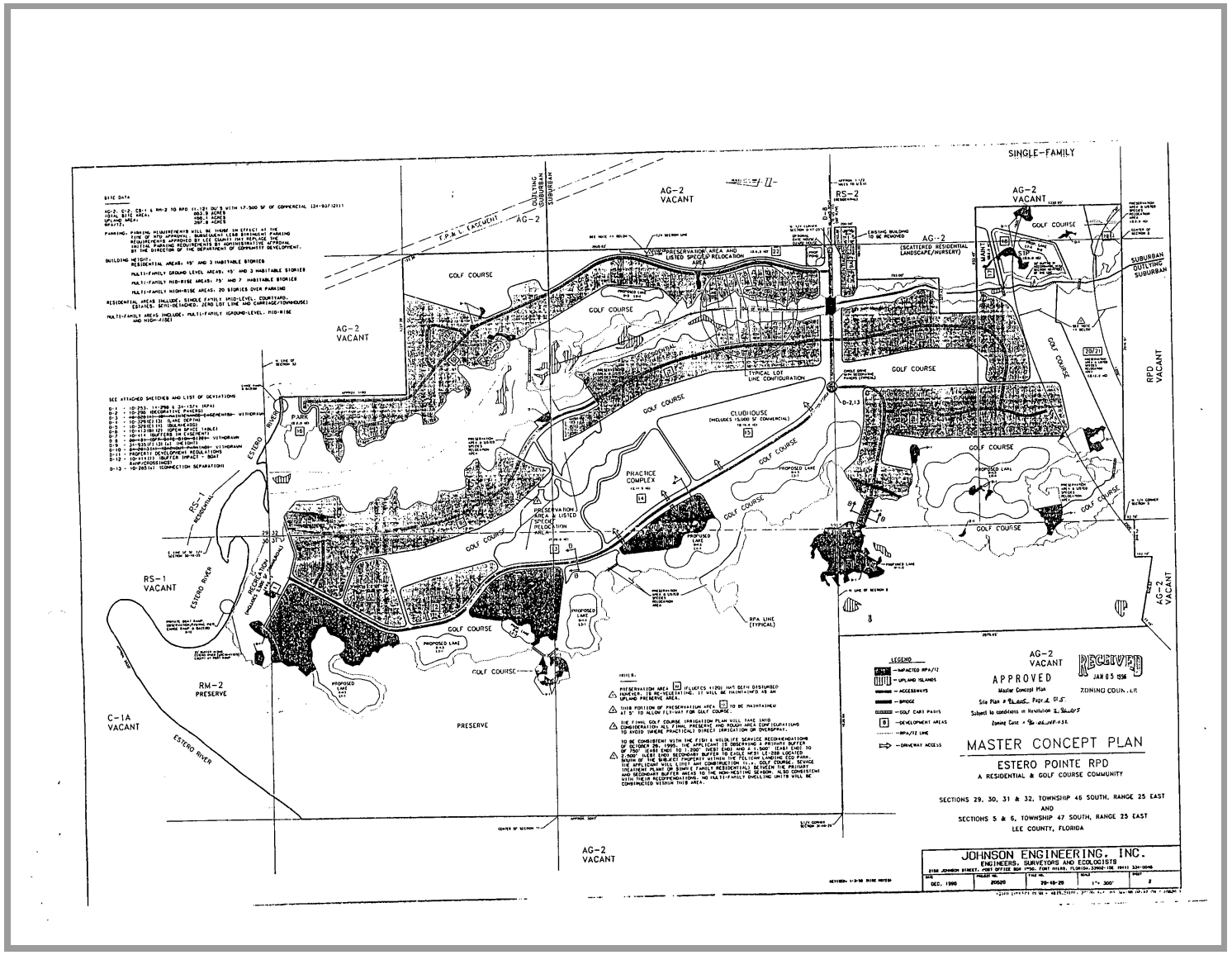
APPROVED
Master Concept Plan
Site Plan # Original Page 1 of 5
Subject to conditions of Resolution Z-96-005
Zoning Case # Z-96-005.01

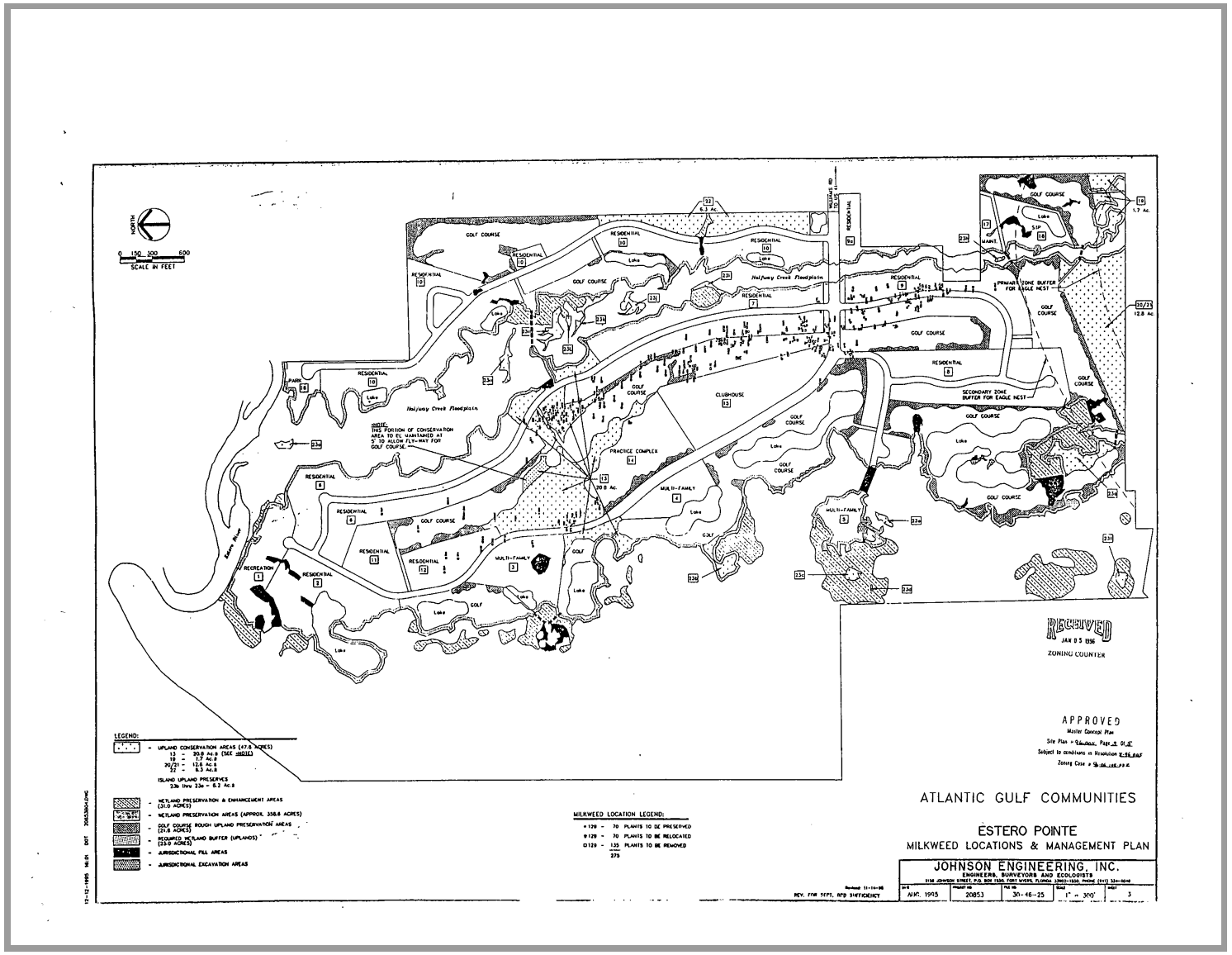
ZONING

AG-2, C-2 & CS-1 TO RPD

RECEIVED
JAN 05 1996
ZONING COUNTER

PROJECT # 95-016-RPD-012
PROJECT TYPE 12


SINGLE-FAMILY
AG-2 VACANT
RS-2
AG-2 VACANT
GOLF COURSE
T.P.&L. EASEMENT
SUBURBAN OUTLYING SUBURBAN
PRESERVATION AREA AND LISTED SPECIES RELOCATION AREA
EXISTING BUILDING TO BE REMOVED
AG-2 (SCATTERED RESIDENTIAL LANDSCAPE/NURSERY)
RPD VACANT
TYPICAL LOT LINE CONFIGURATION
CLUBHOUSE
PRACTICE COMPLEX
PARK
ESTERO RIVER
RS-1 VACANT
RS-1 RESIDENTIAL
RM-2 PRESERVE
C-1A VACANT
PRESERVE
RPA LINE (TYPICAL)
PROPOSED LAKE
LEGEND
APPROVED
RECEIVED
JAN 05 1996
ZONING COUN. LIT
MASTER CONCEPT PLAN
ESTERO POINTE RPD
A RESIDENTIAL & GOLF COURSE COMMUNITY
SECTIONS 29, 30, 31 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND
SECTIONS 5 & 6, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
DEC. 1995
20520
29-46-25
1" = 300'


NORTH
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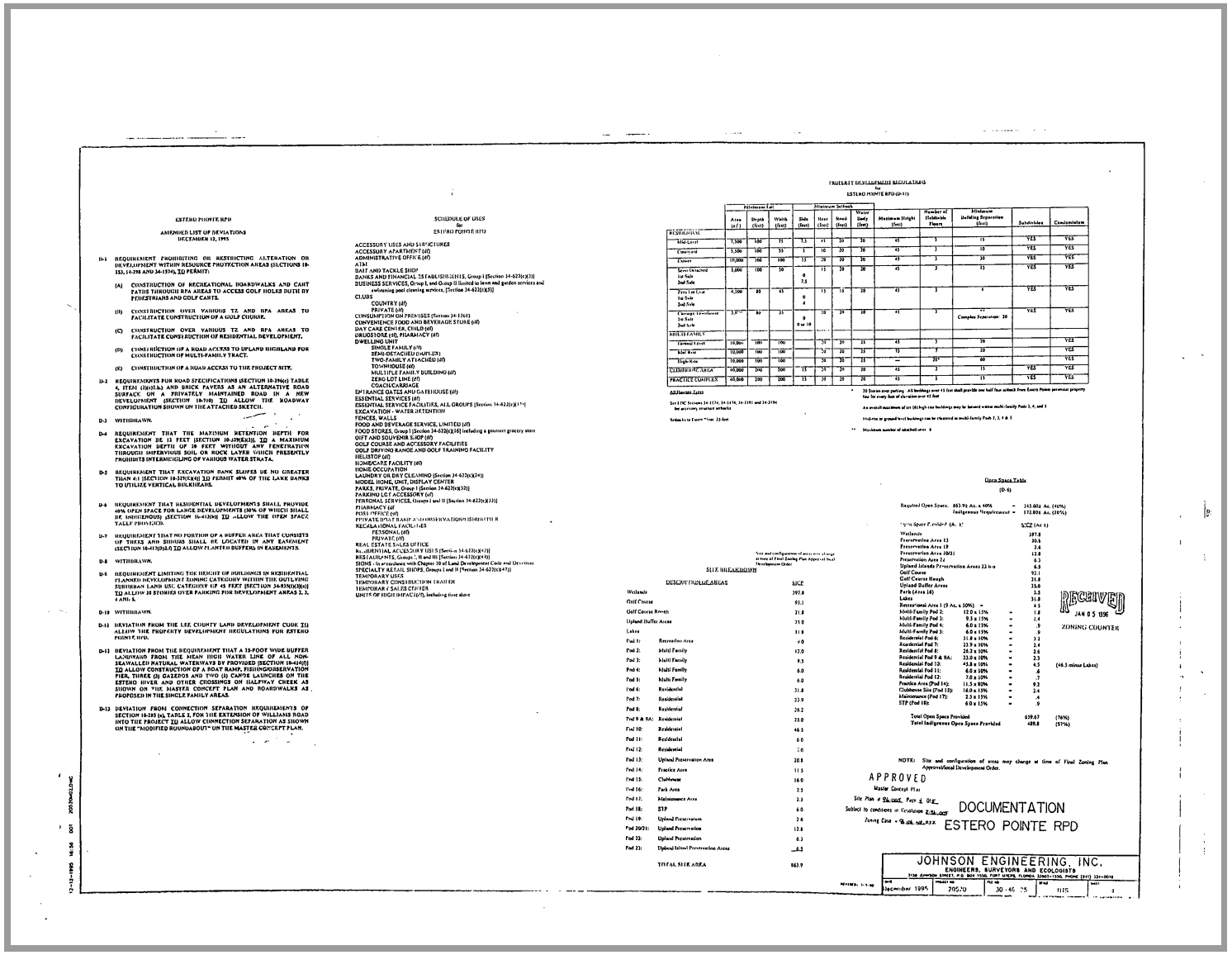
SCALE IN FEET
GOLF COURSE
RESIDENTIAL
Lake
Halfway Creek Floodplain
CLUBHOUSE
PRACTICE COMPLEX
MULTI-FAMILY
RECREATION
Estero River
PRIMARY ZONE BUFFER FOR EAGLE NEST
SECONDARY ZONE BUFFER FOR EAGLE NEST
RECEIVED
JAN 05 1996
ZONING COUNTER
APPROVED
LEGEND:
UPLAND CONSERVATION AREAS (47.8 ACRES)
ISLAND UPLAND PRESERVES
WETLAND PRESERVATION & ENHANCEMENT AREAS (31.0 ACRES)
WETLAND PRESERVATION AREAS (APPROX. 358.8 ACRES)
GOLF COURSE ROUGH UPLAND PRESERVATION AREAS (21.8 ACRES)
REQUIRED WETLAND BUFFER (UPLANDS) (23.0 ACRES)
JURISDICTIONAL FILL AREAS
JURISDICTIONAL EXCAVATION AREAS
MILKWEED LOCATION LEGEND:
70 PLANTS TO BE PRESERVED
70 PLANTS TO BE RELOCATED
135 PLANTS TO BE REMOVED
275
ATLANTIC GULF COMMUNITIES
ESTERO POINTE
MILKWEED LOCATIONS & MANAGEMENT PLAN
JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
DATE MAY, 1995
PROJECT NO. 20853
FILE NO. 30-46-25
SCALE 1" = 300'
SHEET 3



ESTERO POINTE RPD

AMENDED LIST OF DEVIATIONS
DECEMBER 12, 1995

D-1 REQUIREMENT PROHIBITING OR RESTRICTING ALTERATION OR DEVELOPMENT WITHIN RESOURCE PROTECTION AREAS (SECTIONS 10-153, 14-298 AND 34-1574), TO PERMIT:

(A) CONSTRUCTION OF RECREATIONAL BOARDWALKS AND CART PATHS THROUGH RPA AREAS TO ACCESS GOLF HOLES BOTH BY PEDESTRIANS AND GOLF CARTS.

(B) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF A GOLF COURSE.

(C) CONSTRUCTION OVER VARIOUS TZ AND RPA AREAS TO FACILITATE CONSTRUCTION OF RESIDENTIAL DEVELOPMENT.

(D) CONSTRUCTION OF A ROAD ACCESS TO UPLAND HIGHLAND FOR CONSTRUCTION OF MULTI-FAMILY TRACT.

(E) CONSTRUCTION OF A ROAD ACCESS TO THE PROJECT SITE.

D-2 REQUIREMENTS FOR ROAD SPECIFICATIONS (SECTION 10-296(c) TABLE 4, ITEM (3)(d)1.b.) AND BRICK PAVERS AS AN ALTERNATIVE ROAD SURFACE ON A PRIVATELY MAINTAINED ROAD IN A NEW DEVELOPMENT (SECTION 10-710) TO ALLOW THE ROADWAY CONFIGURATION SHOWN ON THE ATTACHED SKETCH.

D-3 WITHDRAWN.

D-4 REQUIREMENT THAT THE MAXIMUM RETENTION DEPTH FOR EXCAVATION BE 15 FEET (SECTION 10-329(d)3), TO A MAXIMUM EXCAVATION DEPTH OF 20 FEET WITHOUT ANY PENETRATION THROUGH IMPERVIOUS SOIL OR ROCK LAYER WHICH PRESENTLY PROHIBITS INTERMIXING OF VARIOUS WATER STRATA.

D-5 REQUIREMENT THAT EXCAVATION BANK SLOPES BE NO GREATER THAN 4:1 (SECTION 10-329(d)4) TO PERMIT 40% OF THE LAKE BANKS TO UTILIZE VERTICAL BULKHEADS.

D-6 REQUIREMENT THAT RESIDENTIAL DEVELOPMENTS SHALL PROVIDE 40% OPEN SPACE FOR LARGE DEVELOPMENTS (50% OF WHICH SHALL BE INDIGENOUS) (SECTION 10-415(b)) TO ALLOW THE OPEN SPACE TALLY PROVIDED.

D-7 REQUIREMENT THAT NO PORTION OF A BUFFER AREA THAT CONSISTS OF TREES AND SHRUBS SHALL BE LOCATED IN ANY EASEMENT (SECTION 10-416(b)1.f) TO ALLOW PLANTED BUFFERS IN EASEMENTS.

D-8 WITHDRAWN.

D-9 REQUIREMENT LIMITING THE HEIGHT OF BUILDINGS IN RESIDENTIAL PLANNED DEVELOPMENT ZONING CATEGORY WITHIN THE OUTLYING SUBURBAN LAND USE CATEGORY OF 45 FEET (SECTION 34-935(b)(3)(b)1) TO ALLOW 20 STORIES OVER PARKING FOR DEVELOPMENT AREAS 2, 3, AND 6.

D-10 WITHDRAWN.

D-11 DEVIATION FROM THE LEE COUNTY LAND DEVELOPMENT CODE TO ALLOW THE PROPERTY DEVELOPMENT REGULATIONS FOR ESTERO POINTE RPD.

D-12 DEVIATION FROM THE REQUIREMENT THAT A 75-FOOT WIDE BUFFER LANDWARD FROM THE MEAN HIGH WATER LINE OF ALL NON-SEAWALLED NATURAL WATERWAYS BY PROVIDED (SECTION 10-414(1)) TO ALLOW CONSTRUCTION OF A BOAT RAMP, FISH/OBSERVATION PIER, THREE (3) GAZEBOS AND TWO (2) CANOE LAUNCHES ON THE ESTERO RIVER AND OTHER CROSSINGS OF HALFWAY CREEK AS SHOWN ON THE MASTER CONCEPT PLAN AND BOARDWALKS AS PROPOSED IN THE SINGLE FAMILY AREAS.

D-13 DEVIATION FROM CONNECTION SEPARATION REQUIREMENTS OF SECTION 10-285 (a), TABLE 2, FOR THE EXTENSION OF WILLIAMS ROAD INTO THE PROJECT TO ALLOW CONNECTION SEPARATION AS SHOWN ON THE "MODIFIED ROUNDABOUT" ON THE MASTER CONCEPT PLAN.

SCHEDULE OF USES
for
ESTERO POINTE RPD

ACCESSORY USES AND STRUCTURES
ACCESSORY APARTMENT (60)
ADMINISTRATIVE OFFICE (60)
ATM
BAIT AND TACKLE SHOP
BANKS AND FINANCIAL ESTABLISHMENTS, Group I [Section 34-622(c)(3)]
BUSINESS SERVICES, Group I, and Group II limited to lawn and garden services and swimming pool cleaning services, [Section 34-622(c)(3)]
CLUBS
COUNTRY (60)
PRIVATE (60)
CONSUMPTION ON PREMISES [Section 34-1261]
CONVENIENCE FOOD AND BEVERAGE STORE (60)
DAY CARE CENTER, CHILD (60)
DRUGSTORE (60), PHARMACY (60)
DWELLING UNIT
SINGLE FAMILY (60)
SEMI-DETACHED DUPLEX)
TWO-FAMILY ATTACHED (60)
TOWNHOUSE (60)
MULTIPLE FAMILY BUILDING (60)
ZERO LOT LINE (60)
COACH/CARRIAGE
ENTRANCE GATES AND GATEHOUSE (60)
ESSENTIAL SERVICES (60)
ESSENTIAL SERVICE FACILITIES, ALL GROUPS [Section 34-622(c)(1)(2)]
EXCAVATION - WATER RETENTION
FENCES, WALLS
FOOD AND BEVERAGE SERVICE, LIMITED (60)
FOOD STORES, Group I [Section 34-622(c)(16) including a gourmet grocery store
GIFT AND SOUVENIR SHOP (60)
GOLF COURSE AND ACCESSORY FACILITIES
GOLF DRIVING RANGE AND GOLF TRAINING FACILITY
HELISTOP (60)
HOME/CARE FACILITY (60)
HOME OCCUPATION
LAUNDRY OR DRY CLEANING [Section 34-622(c)(24)]
MODEL HOME, UNIT, DISPLAY CENTER
PARKS, PRIVATE, Group I [Section 34-622(c)(32)]
PARKING LOT ACCESSORY (60)
PERSONAL SERVICES, Groups I and II [Section 34-622(c)(33)]
PHARMACY (60)
POST OFFICE (60)
PRIVATE/PUBLIC PARK AND PRESERVATION/OBSERVATION/SHELTER
RECREATIONAL FACILITIES
PERSONAL (60)
PRIVATE (60)
REAL ESTATE SALES OFFICE
RESIDENTIAL ACCESSORY USES [Section 34-622(c)(47)]
RESTAURANTS, Groups I, II and III [Section 34-622(c)(49)]
SIGNS - In accordance with Chapter 30 of Land Development Code and Ordinance
SPECIALTY RETAIL SHOPS, Groups I and II [Section 34-622(c)(47)]
TEMPORARY USES
TEMPORARY CONSTRUCTION TRAILER
TEMPORARY SALES OFFICE
UNITS OF HIGH IMPACT (60), including time share

PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

	Minimum Lot Area (s.f.)	Minimum Lot Depth (feet)	Minimum Lot Width (feet)	Minimum Setbacks Side (feet)	Minimum Setbacks Rear (feet)	Minimum Setbacks Road (feet)	Minimum Setbacks Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Maximum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	5	10	20	20	45	3	10	YES	YES
Cluster	10,000	100	100	15	20	20	20	45	3	30	YES	YES
Semi-Detached 1st Side 2nd Side	5,000	100	50	0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	0 4	15	15	20	45	3	4	YES	YES
Carriage Townhouse 1st Side 2nd Side	3,500	80	35	0 0 or 10	10	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
Terrace Level	10,000	100	100		25	20	25	45	3	30		YES
Mid-Rise	10,000	100	100		25	20	25	75	7	30		YES
High-Rise	10,000	100	100		30	20	25	—	20*	60		YES
CLUBHOUSE/CASA	40,000	200	200	15	25	20	20	45	2	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	25	20	20	45	2	15	YES	YES

Additional Notes

See LDC Sections 34-1174, 34-1178, 34-2191 and 34-2194 for accessory structure setbacks

Setback to Estero River 75 feet

* 20 Stories over parking. All buildings over 45 feet shall provide one half foot setback from Estero Pointe perimeter property line for every foot of elevation over 45 feet

An overall maximum of six (6) high rise buildings may be located within multi-family Pods 2, 4, and 5

High-rise or ground level buildings may be clustered in multi-family Pods 2, 3, 4 & 5

** Maximum number of attached units 8

Note: Site and configuration of areas may change at time of Final Zoning Plan Approval/Local Development Order.

SITE BREAKDOWN

DESCRIPTION/USE AREAS		ACRE
Wetlands		197.8
Golf Course		93.1
Golf Course Rough		31.8
Upland Buffer Areas		35.0
Lakes		31.8
Pod 1:	Recreation Area	9.0
Pod 2:	Multi Family	12.0
Pod 3:	Multi Family	9.5
Pod 4:	Multi Family	6.0
Pod 5:	Multi Family	6.0
Pod 6:	Residential	31.8
Pod 7:	Residential	23.9
Pod 8:	Residential	26.2
Pod 9 & 9A:	Residential	23.0
Pod 10:	Residential	46.5
Pod 11:	Residential	6.0
Pod 12:	Residential	7.0
Pod 13:	Upland Preservation Area	20.8
Pod 14:	Practice Area	11.5
Pod 15:	Clubhouse	16.0
Pod 16:	Park Area	2.3
Pod 17:	Maintenance Area	2.3
Pod 18:	STP	6.0
Pod 19:	Upland Preservation	2.6
Pod 20/21:	Upland Preservation	12.8
Pod 22:	Upland Preservation	6.3
Pod 23:	Upland Island Preservation Areas	6.3
TOTAL SITE AREA		663.9

REVISED: 1-1-96

Open Space Table
(D-6)

Required Open Space: 663.92 Ac. x 40% = 265.568 Ac. (40%)
Indigenous Requirement = 132.804 Ac. (20%)

Open Space Provided (Ac. ±)	ACRE (Ac ±)
Wetlands	197.8
Preservation Area 13	30.6
Preservation Area 19	2.6
Preservation Area 20/21	12.8
Preservation Area 22	6.3
Upland Islands Preservation Areas 23 b-h	6.6
Golf Course	93.1
Golf Course Rough	31.8
Upland Buffer Areas	35.0
Park (Area 16)	2.3
Lakes	31.8
Recreational Area 1 (9 Ac. x 50%) =	4.5
Multi-Family Pod 2: 12.0 x 15% =	1.8
Multi-Family Pod 3: 9.5 x 15% =	1.4
Multi-Family Pod 4: 6.0 x 15% =	.9
Multi-Family Pod 5: 6.0 x 15% =	.9
Residential Pod 6: 31.8 x 10% =	3.2
Residential Pod 7: 23.9 x 10% =	2.4
Residential Pod 8: 26.2 x 10% =	2.6
Residential Pod 9 & 9A: 23.0 x 10% =	2.3
Residential Pod 10: 45.8 x 10% =	4.5
Residential Pod 11: 6.0 x 10% =	.6
Residential Pod 12: 7.0 x 10% =	.7
Practice Area (Pod 14): 11.5 x 80% =	9.2
Clubhouse Site (Pod 15): 16.0 x 15% =	2.4
Maintenance (Pod 17): 2.3 x 15% =	.4
STP (Pod 18): 6.0 x 15% =	.9
Total Open Space Provided	639.67 (76%)
Total Indigenous Open Space Provided	489.8 (57%)

NOTE: Site and configuration of areas may change at time of Final Zoning Plan Approval/Local Development Order.

APPROVED
Master Concept Plan
Site Plan # 96-005, Part 1 Dtd.
Subject to conditions in Resolution 2-96-005
Zoning Case # 96-05-022

DOCUMENTATION
ESTERO POINTE RPD

RECEIVED
JAN 05 1996
ZONING COUNTER

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
7158 JOHNSON STREET, P.O. BOX 1550, FORT MYERS, FLORIDA 33902-1550, PHONE (941) 334-3046

Date	Project No.	File	Sheet	Unit
December 1995	20570	30-46-25	1115	1

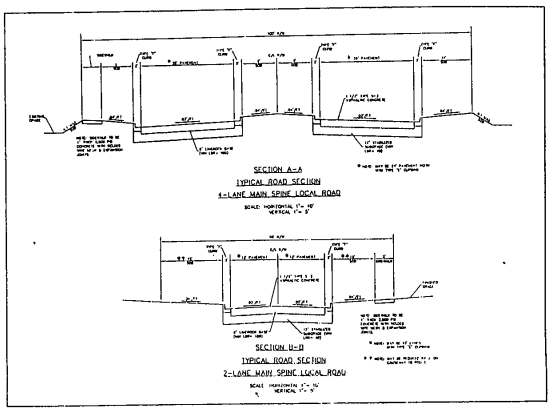
12-12-1995 16:56 I:\20570\DWG\DEVSTD.DWG

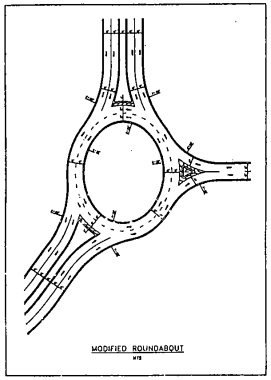
PROPERTY DEVELOPMENT REGULATIONS
for
ESTERO POINTE RPD (D-11)

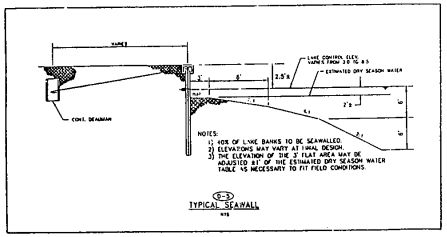
	Minimum Lot			Miuimum Setback								
	Area (s.f.)	Depth (feet)	Width (feet)	Side (feet)	Rear (feet)	Road (feet)	Water Body (feet)	Maximum Height (feet)	Number of Habitable Floors	Minimum Building Separation (feet)	Subdivision	Condominium
RESIDENTIAL												
Mid-Level	7,500	100	75	7.5	15	20	20	45	3	15	YES	YES
Courtyard	5,500	100	55	5	10	20	20	45	3	10	YES	YES
Estates	10,000	100	100	15	20	20	20	45	3	30	YES	YES
Semi-Detached 1st Side 2nd Side	5,000	100	50	 0 7.5	15	20	20	45	3	15	YES	YES
Zero Lot Line 1st Side 2nd Side	4,500	80	45	 0 4	15	15	20	45	3	4	YES	YES
Carriage/Townhouse 1st Side 2nd Side	2,800	80	35	 0 0 or 10	20	20	20	45	3	** Complex Separation: 20	YES	YES
MULTI-FAMILY												
Ground Level	10,000	100	100		20	20	25	45	3	20		YES
Mid-Rise	10,000	100	100		20	20	25	75	7	20		YES
High-Rise	10,000	100	100		20	20	25	—	20*	60		YES
CLUBHOUSE AREA	40,000	200	200	15	20	20	20	45	2	15	YES	YES
PRACTICE COMPLEX	40,000	200	200	15	20	20	20	45	2	15	YES	YES

B

RECEIVED
JAN 05 1996
ZONING COUNTER







RECEIVED
JAN 05 1996
ZONING COUNTY

APPROVED
Master Concept Plan
Site Plan + Sheets, Page(s) N.S.
Subject to conditions in Resolution Z-96-005
Zoning Case # 96-06-116.04 N.

DOCUMENTATION
ESTERO POINTE RPD

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
December 1995	20520	30-46-25	NTS	5

PUBLIC COMMENT CARD : Entry # 25765

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Meir Kehila

Address

4751 West Bay blvd
804
Estero 33928
United States
Map It

Community

West Bay Club

Email

mkehila@aol.com

Phone

(239) 676-4706

Representing

Myself

Date

09/23/2021

Agenda Item No. or Topic

The island Tower

Comments

I object to the variance asked by the developer for 290 feet.
He should stick to the original 220 feet.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 17 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25752

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Steve Pierson

Address

4761 West Bay Blvd. Unit 2002
Estero 33928
United States
Map It

Community

West Bay

Email

steve@chromtech.com

Phone

(612) 702-6375

Representing

Self

Date

09/23/2021

Agenda Item No. or Topic

West Bay Hill Island Parcel Development

Comments

PUBLIC COMMENT CARD : Entry # 25752

Concerning the meeting before the Village of Estero Planning, Zoning and Design Committee, September 28 pertaining to the West Bay Hill Island Parcel development.

As a board member of the West Bay Community Association, I have taken the position that as a board we should remain neutral on this issue. As a resident of West Bay since 2009, and recently a resident in the Jasmine North Tower, I would like to express my personal opinion on this issue.

My wife Vicki and I moved from Natures Cove to Jasmine the first week of July this year. As new residents of Jasmine Bay North, we attended the July 7 meeting at Jasmine, where West Bay Hill presented their proposal for developing the Island Parcel. The developer presented information on their two potential options (6 units per floor and 4 units per floor), and also shadow studies for different times of the year. A concern we had was as new residents of Jasmine, how would this project affect our views from our condo? I reached out to Chris Johnson, the developer appointed board member, and asked for information on how the views from Jasmine would be affected. He responded that he would ask their architect to look into the issue.

It took a couple of weeks for the architect to produce the visual representations of views from both the Jasmine South and Jasmine North Towers, but I was impressed with the high quality images of views from both Jasmine Bay South and North towers. These visuals, I understand, are part of the package that West Bay Hill has prepared for the upcoming meeting.

Based on reviewing the architects representations of the views from the Jasmine Towers, the views were not affected to a great extent, and the 4 units per floor/higher tower, would be our preference over the wider 6 units per floor alternative.

Considering that this is the final chapter in the development of West Bay, we support the West Bay Hill proposed development plan for the “Island Parcel”, and believe it will be a welcome addition to not only West Bay, but also for Estero Village, and Lee County!

Best regards,

Steve and Vicki Pierson
4761 West Bay Blvd, unit 2002
Estero, FL 33928
steve@chromtech.com
vicki@chromtech.com

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 22 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25743

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Lisa Marlow

Address

23143 Marsh Landing Blvd
City
Estero 33928
United States
Map It

Community

Marsh Landing

Email

marlowjourneys@gmail.com

Phone

(262) 470-7958

Representing

My family

Date

09/23/2021

Agenda Item No. or Topic

West Bay Tower

Comments

I am very opposed to allowing taller high rises. I think that the proposed 23 stories plus 20 feet for rooftop equipment by West Bay is extremely excessive. It ruins the natural beauty we all came to enjoy. I urge you to deny approval. The current regulations are already much too high.

I apologize if this was submitted twice; my computer was lagging and I wasn't sure if it was submitted

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 23, 2021 at 11:31 am

PUBLIC COMMENT CARD : Entry # 25742

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Lisa Marlow

Address

23143 Marsh Landing Blvd
City
Estero 33928
United States
Map It

Community

Marsh Landing

Email

marlowjourneys@gmail.com

Phone

(262) 470-7958

Representing

My family

Date

09/23/2021

Agenda Item No. or Topic

West Bay Tower

Comments

I am very opposed to allowing taller high rises. I think that the proposed 23 stories plus 20 feet for rooftop equipment by West Bay is extremely excessive. It ruins the natural beauty we all came to enjoy. I urge you to deny approval. The current regulations are already much too high.

I apologize if this was submitted twice; my computer was lagging and I wasn't sure if it was submitted

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 23, 2021 at 11:30 am

PUBLIC COMMENT CARD : Entry # 25741

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Lisa Marlow

Address

23143 Marsh Landing Blvd
City
Estero 33928
United States
Map It

Community

Marsh Landing

Email

marlowjourneys@gmail.com

Phone

(262) 470-7958

Representing

My family

Date

09/23/2021

Agenda Item No. or Topic

West Bay Tower

Comments

I am very opposed to allowing taller high rises. I think that the proposed 23 stories plus 20 feet for rooftop equipment by West Bay is extremely excessive. It ruins the natural beauty we all came to enjoy. I urge you to deny approval. The current regulations are already much too high.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 23, 2021 at 11:28 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25729

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jim Botti

Address

4751 West Bay Blvd.
Unit 1203
Estero 33928
United States
Map It

Community

West Bay

Email

jim.botti56@gmail.com

Phone

(614) 562-7099

Representing

Myself and my wife

Date

09/28/2021

Agenda Item No. or Topic

West Bay Hill/Indian Hills Partners' Request for Variance on "Island Parcel"

Comments

My wife and I live in the Jasmine Bay South Tower at West Bay Club. We oppose the developer's request for variance on the so-called "Island Parcel" in order to increase the maximum height of their tower. We believe the current zoning's height restriction is more appropriate than their current request, in part because construction of such a taller building has the potential to impede our view from the north. In addition, we believe the architecture of the proposed tower should be “consistent with the existing residences” within West Bay as described in both our Turnover Agreement signed in 2014 and the revised Master Declaration signed in 2015. We therefore also oppose construction of a tower containing excessive glass, which could result in giving off too much glare.

Notes

PUBLIC COMMENT CARD : Entry # 25718

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

NORMAN STOCKMAN

Address

23124 Grassy Pine dr
Estero 33928
United States
Map It

Community

Estero

Email

norm140@hotmail.com

Phone

(239) 949-8584

Representing

Myself

Date

09/22/2021

Agenda Item No. or Topic

New high rise on williams

Comments

We oppose the new high rise plans on Williams road. 22 floors plus .
The look will ruin our small town feeling.
The height of Hurtz office building should be the max height and set the standards for future buildings.
The builders should go pay for the widening of Williams and the all damages to the current road due to the heavy truck traffic.
Widening the road before they dig the first hole.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 22, 2021 at 1:43 pm

PUBLIC COMMENT CARD : Entry # 25710

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Lucien F & Cathy L Della Fera

Address

4751 West Bay Blvd., Unit 506
Estero 33928
United States
Map It

Community

West Bay

Email

lucien1@mindspring.com

Phone

(973) 477-1246

Representing

ourselves

Date

09/22/2021

Agenda Item No. or Topic

New Development within West Bay

Comments

As residents of Jasmine Bay we are very opposed to the proposed new development as proposed by the developer, West Bay Hill/Indian Hills Partners.
The new development should be limited in height and adhere to the current architectural style as it exits in the community. Although a very modernistic, beautiful looking building, our views toward the south would be diminished at the proposed height and the style would be an eyesore within the community. The building as proposed belongs in Miami Beach!!

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 22, 2021 at 11:35 am

PUBLIC COMMENT CARD : Entry # 25706

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Barbara Anderson

Address

20460 Riverbrooke Run
Estero 33928
United States
Map It

Community

West Bay Club

Email

barb@amazing-villas.com

Phone

(602) 819-2458

Representing

self

Date

09/28/2021

Agenda Item No. or Topic

West Bay Club Zoning Amendment

Comments

Estero does not need this eyesore, too tall and design is not consistent with surrounding community. Developer trying to maximize their bottom line at the expense of the Village and community. Williams Road will be problematic for construction crews and equipment as all must enter through resident lane. Past projects have caused back ups on Williams for all traffic, could be hazard for emergency vehicles and school buses. Village of Estero must control growth and avoid more high density projects. We don't want to be like Naples or the East Coast.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 22, 2021 at 9:56 am

PUBLIC COMMENT CARD : Entry # 25698

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Debbie Hoffman

Address

4751 West Bay Blvd
Apt 306
Estero 33928
United States
Map It

Community

West Bay Club

Email

hoff1836@gmail.com

Phone

(440) 227-1642

Representing

Jasmine Bay South Tower

Date

09/21/2021

Agenda Item No. or Topic

Island Tower Proposal

Comments

We purchased our condo in February 2021. We loved the neighborhood and architectural details of all the homes and condo buildings. Imagine our surprise when we saw the drawings of the proposed Island Tower. It looks like a monstrosity, like it belongs in Miami, not quiet Estero, Florida. The proposed heights and mirrored exterior will not enhance our community, it will lessen the community appeal and the glare will ruin our peaceful views. Please do not let this building be built as proposed. Make it stay within the height and architectural restrictions already in place.
Thank you for your consideration.
Debbie Hoffman

Notes

PUBLIC COMMENT CARD : Entry # 25690

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jeff & Jilene Framke

Address

4751 West Bay Blvd #305
Estero 33928
United States
Map It

Community

West Bay

Email

jframke@comcast.net

Phone

(952) 457-3848

Representing

Ourselves

Date

09/21/2021

Agenda Item No. or Topic

Height variance requested by the developer (West Bay Hill/Indian Hills Partners) for the Island Parcel located adjacent to the Nature's Cove subdivision within West Bay.

Comments

My wife and I just became recent residents of the West Bay community. We were attracted to the quaintness and overall feel of the West Bay community. It is because of these factors that we would recommend a "NO" vote to the proposed height variance requested by the developer.

Thank you.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 21, 2021 at 3:30 pm

PUBLIC COMMENT CARD : Entry # 25689

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Daniel Anania

Address

4751 West Bay Blvd unit1405
Jasmine Bay South
Estero 33928
United States
Map It

Community

West Bay Club

Email

danania@aol.com

Phone

(614) 378-4398

Representing

Lavonne Anania

Date

09/21/2021

Agenda Item No. or Topic

West Bay proposed tower

Comments

I see no good reason why a zoning variance should be allowed on the height of the new tower proposed in West Bay. The developer should have been aware of the height restrictions as well as the community's preference for architectural consistency throughout the community.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 21, 2021 at 3:04 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25685

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Chris Kanios

Address

4751 west bay blvd
Estero 33928
United States
Map It

Community

Westbay

Email

chriskanios@yahoo.com

Phone

(419) 882-1203

Representing

Self

Date

09/21/2021

Agenda Item No. or Topic

New tower in west bay

Comments

I don't mind the tower being equal in height to our existing towers but OPPOSE anything higher as it will adversely affect values , views, etc of our. Community

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 21, 2021 at 1:49 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25684

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Michael White

Address

306 Hidden Bottom St
Charleston 29492
United States
Map It

Community

Daniel Island

Email

mike.white@homesc.com

Phone

(843) 377-8383

Representing

Family Trust

Date

09/21/2021

Agenda Item No. or Topic

West Bay new tower height variance

Comments

We are in Full Support of the Developer's application to increase the height variance and modernize the design of the proposed, new tower at West Bay. This newly designed tower project will prove to be much more competitive with similar regional developments and become a highly valuable, tax-paying asset to the greater Estero community. A rising tide will lift all boats!

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 21, 2021 at 1:44 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25678

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

David Allen

Address

19904 Montserrat Lane
Estero 33928
United States
Map It

Community

West Bay Club

Email

dandgallen@comcast.net

Phone

(239) 300-1104

Representing

Myself

Date

09/21/2021

Agenda Item No. or Topic

The Island at West Bay Club

Comments

I am interested in purchasing a unit in the proposed high rise. Besides being a beautiful new building one of the reasons I am interested is because of the 10foot ceilings proposed in the application for a variance to the approved building.

I feel it is important for The Estero Village to keep up with the trends that have been approved at other high rise buildings nearby.

Please keep up with the times and approve the Island at West Bay Club project.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 21, 2021 at 11:29 am

PUBLIC COMMENT CARD : Entry # 25642

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Elizabeth Dickerman

Address

22121 Natures Cove Court
Estero 33928
United States
Map It

Community

West Bay Club

Email

lizzied219@aol.com

Phone

(609) 529-0401

Representing

Myslef

Date

09/20/2021

Agenda Item No. or Topic

Proposed building of a new high rise in West Bay Club by West Hill Partners

Comments

PUBLIC COMMENT CARD : Entry # 25642

As a resident of West Bay Club and the Natures Cove Community I am opposed to the building of this tower as it is proposed. While I recognize the developers right to build on the property, the proposal height of this tower significantly exceeds the current zoning. A tower of this proposed height, essentially 290 feet, will significantly alter the architectural feel of our wonderful community. This applies to both West Bay Club and Estero in general. Once a building of this height is permitted it will open the door to other developers who want to change the “landscape” of the Village of Estero. In addition, based on the presentation by the developer, the architectural style does not conform to the required Mediterranean style, and as stated, size that was agreed upon in the 2014 turnover agreement between West Hill Partners (previously Indian Hill) and the homeowners of West Bay Club.

I am not opposed to growth and progress but not at the expense of the esthetics and “feel” of a community. I respectfully request the Zoning Board of Estero to refuse to approve any zoning change that would allow West Hill to build this tower as it has been proposed. West Hill needs to go back to the drawing board and propose a structure that will conform to the needs, requirements and integrity of the community.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 20, 2021 at 12:36 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25617

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Lawrence Kronick

Address

4761 West Bay Blvd. #706
Estero 33928
United States
Map It

Community

West Bay Club

Email

larrykronick@yahoo.com

Phone

(216) 538-7404

Representing

Barbara and Lawrence Kronick

Date

09/19/2021

Agenda Item No. or Topic

West Bay Hill High Rise construction

Comments

We are opposed to changing the existing Village regulations Regarding the excessive height of the proposed new construction.
We would like to see alternative options from the developer regarding the height of the proposed building on the “island site “.
We believe the building height should be consistent with existing village regulations and not exceed 220 feet.
Please deny any variance for this new building.
Sincerely,

Lawrence and Barbara Kronick

Notes

Admin Notification (ID: 5e70ca9c71a8d)

PUBLIC COMMENT CARD : Entry # 25616

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Arthur Kuketz

Address

4751 West Bay Blvd. #904
Estero 33928
United States
Map It

Community

West Bay Club

Email

kuketz33@verizon.net

Phone

(508) 942-2528

Representing

Arthur Kuketz

Date

09/19/2021

Agenda Item No. or Topic

Variance by West Bay Hill for increased height and architectural design on planned high rise at West Bay Community

Comments

PUBLIC COMMENT CARD : Entry # 25616

I am against approval of this variance request. When I invested here in 2009, I was aware of the permitted high rise on that site and excepted that projection.
I understand that the current developer also excepted that permitted projection when they purchased that property. Now they want to change to a building I believe will not fit the current (LOOK) of West Bay that has a architectural committee that keeps that (LOOK) in tact.
Over the years that I have been here, I have seen how hard this committee has worked to keep it in tact including the painting of all residential mail delivery boxes the same (BLACK) color for consistency as an example of the attempt to keep everything similar.
This building surely does not look similar to any other high rise at West Bay.
This building planned is approximately 25% higher than current zoning permitted and if approved will stand out, not matching anything in Estero. It may also prove to be a burden on any fire or emergency situation occurring due to its additional height.
Special training might be needed for personal needed in this extra height for aid to injured or disabled people.
Further more, I question why is this extra height needed?

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 19, 2021 at 10:41 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25615

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Maurizio Nisita

Address

22021 Red Laurel Lane
Estero 33928
United States
Map It

Community

West Bay Club

Email

nisita72@gmail.com

Phone

(239) 405-4775

Representing

myself

Date

09/19/2021

Agenda Item No. or Topic

zoning variance

Comments

I am against the requested height variance for the new planned building in the Nature Cove community of the West Bay Club. I believe that a building substantially taller than allowed by current regulations will detract from the attractiveness of the community. Alternative designs should be considered.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 19, 2021 at 8:44 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25614

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Glenn Tatangelo

Address

4930 Baybridge Blvd
Estero 33928
United States
Map It

Community

West Bay

Email

gtatangelo@snet.net

Phone

(203) 394-3164

Representing

Individual homeowner

Date

09/28/2021

Agenda Item No. or Topic

West Bay Hill application

Comments

PUBLIC COMMENT CARD : Entry # 25614

REVISED PLAN COMMENTS

After receiving revised plans I would like to make some additional comments

Page 8 : Why did the architect only show length of both building footprints and not depth ?

Page 9 : Revised plan is still requesting an increase in height of over 50' from existing regulation allowing 220' with no reason for a hardship

Page 10 : Developer stated at Jasmine Bay meeting that he would be using glare proof glass yet each rendering shows glare from sun. Can your committee make glare proof glass on windows and railings a condition of construction if approved ?

Page 12 : Shadow Study - The studies presented show March 21 and June 20 yet leave out April which would appear to have all 13 homes on Baybridge Blvd completely within the shadow. The developer should provide April 20 shadow study.
The three previous studies shown reference 1 hour before sunset yet May 1, June 20, and August 1 show times that are between 1 - 1/2 to 1 - 3/4 hours before sunset. This seems suspect and needs clarification why not show 1 hour before sunset to compare apples to apples.

Page 25 : The document provided "WBC Architectural Guideline Manual for Exterior Modification November 2020" only references single family homes and not a high rise.

Page 26 : Same document as above references in "Table of Contents" - states "Must be submitted to the Architectural Review Committee (ARC) for review and approval" . The developer has provided this document as an exhibit to imply that he must submit his plans for "review and approval" to the ARC yet has stated at the Jasmine presentation that he only needs to submit for "review only" and not for "approval" due to his interpretation of a 2014 agreement between the developer and WBC. This needs to be confirmed by your committee what his intentions for submitting to the WBC ARC are since he has provided this document as an exhibit.

Thank you for your time

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 19, 2021 at 7:13 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25613

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Randi Wien

Address

4751 West Bay Blvd
Estero 33928
United States
Map It

Community

West Bay Club

Email

clubchamp2@aol.com

Phone

(216) 464-2782

Representing

Myself

Date

09/12/2021

Agenda Item No. or Topic

New tower to be built in our community

Comments

I am concerned about the proposed especially tall, mostly glass building the developer wants to build in my community West Bay. I moved to West bay because I loved the beautiful architecture theme of the community. I do not agree that a very very tall glass building fits in to our community or the village of Estero for that matter. Reminds me more of South Beach Miami. I am concerned about the blaring glare that may intrude on our daily lives with the reflection of the sun off this too tall mostly glass building. There has always been the understanding among us residents that a shorter building would be built with a style of architecture that would fit cohesively and be compatible to our neighborhood. A extremely tall glass building is an eyesore and intrusive. I hope the original structure I expected, will indeed be built as planned. Thank you for your time and attention to this matter.

Notes

Admin Notification (ID: 5e70ca9c71a8d)

PUBLIC COMMENT CARD : Entry # 25612

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Catherine Colgan

Address

4561 West Bay Blvd.
Unit 2101
Estero 33928
United States
Map It

Community

West Bay Blvd.

Email

colgan6@comcast.net

Phone

(630) 254-0390

Representing

Resident of West Bay

Date

09/20/2021

Agenda Item No. or Topic

West Bay Hills request for height variance

Comments

West Bay Hills Island site located within West.Bay. I am not against this project just the height variance request . Presently zoning for West Bay has a 220’ limitation. West Bay Hills calls for a 270’ tower with an additional 18 foot for utilities. I request denial of the application for a variance by West Bay Hills which would make this tower the tallest building permitted by the Village of Estero.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 19, 2021 at 12:06 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25610

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Paul Goldstein

Address

4751 West Bay Blvd
Unit # 905
estero 33928
United States
Map It

Community

West Bay

Email

Lawyer34@aol.com

Phone

(845) 235-9052

Representing

myself

Date

09/28/2021

Agenda Item No. or Topic

West Bay Hill

Comments

Total height of the building as proposed violates current zoning. The zoning ordinance is logical and will protect us all, and under no circumstances, should a variance be given under the circumstances. Please deny the application for a variance.
thank you.
Paul J. Goldstein

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 18, 2021 at 5:11 pm

PUBLIC COMMENT CARD : Entry # 25607

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Gary Cattel

Address

4751 West Bay Blvd.
#2001
Estero 33928
United States
Map It

Community

West bay

Email

gcattel@reicsi.com

Phone

(239) 220-3785

Representing

Myself

Date

09/18/2021

Agenda Item No. or Topic

West Bay Hill (formerly Indian Hill Partners)

Comments

Request that you deny a variance on height of the proposed high rise.
Excessive, unnecessary, obtrusive and not in keeping with the expectations when we purchased in this community.
No benefit to the area for this variance.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 18, 2021 at 3:21 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25606

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Gary and Mary Ann Shamis

Address

4761 West Bay Blvd #406
Estero 33928
United States
Map It

Community

West Bay

Email

mhshamis@gmail.com

Phone

(440) 759-6602

Representing

Self

Date

09/18/2021

Agenda Item No. or Topic

West Bay Hill

Comments

While as West Bay residents we support the new tower to be built we are concerned with the proposed height. We request a denial for a height variance over that originally agreed upon
We want to be sure it is in the best interest of all of West Bay. Thank you.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 18, 2021 at 3:04 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25603

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Rhoda Silverleib

Address

4954 Baybridge Blvd
Estero 33928
United States
Map It

Community

West Bay Club

Email

rsilverleib@gmail.com

Phone

(617) 645-4745

Representing

Ira and Rhoda Silverleib

Date

09/28/2021

Agenda Item No. or Topic

Request for variance by West Bay Hill

Comments

As long time residents of the Natures Cove area of West Bay Club, we would like to register our objection to the proposed plans for the development of the island site at the end of Nature's Cove by West Bay Hill. Although we are in favor of development of this site, our original understanding was that it would not exceed specifications established in 2014 . The proposal being submitted now is considerably higher than originally agreed to and in our opinion would not be an appropriate addition to West Bay or to the Village of Estero.. Our understanding is that this proposed structure will surpass Estero guidelines by a significant amount. Please do not grant this variance not only for its impact on West Bay Club but also because of the impact it will have on future construction in Estero.
Thank you
Rhoda and Ira Silverleib

Notes

PUBLIC COMMENT CARD : Entry # 25596

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Richard Arons

Address

22121 Natures Cove Ct
Estero 33928
United States
Map It

Community

West Bay Club

Email

aronsr@aol.com

Phone

(609) 865-7891

Representing

Self

Date

09/17/2021

Agenda Item No. or Topic

West Bay tower

Comments

The planned new tower at West Bay is excessively tall and not in keeping with the approved site plan nor an architectural design in keeping with the community. I strongly encourage rejection of the new plan.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 17, 2021 at 5:42 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25585

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Bill Darkoch

Address

20351 Chapel Trace
Estero 33928
United States
Map It

Community

West Bay Club

Email

billdarkoch@yahoo.com

Phone

(973) 941-4058

Representing

self

Date

09/17/2021

Agenda Item No. or Topic

West Bay Hills - Island Site tower variance

Comments

This is to request that the Zoning & Design Board DENY the requested building height variance for West Bay Hills - Island site tower. The proposed tower would be a significant change to the existing skyline of West Bay Club and Village of Estero with the proposed building seeking a variance to be 32% higher than the existing regulations allow (290 total feet high versus the 220 feet regulation). In addition, the proposed design is NOT in keeping with the community architectural design theme as it is proposed to be a totally glass and steel structure with more of a modern Miami City look.
Please take these important factors into consideration as you review the application.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 17, 2021 at 2:02 pm

PUBLIC COMMENT CARD : Entry # 25580

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jeffrey Stamps

Address

4751 West Bay Blvd
Unit 1706
Estero 33928
United States
Map It

Community

West Bay

Email

jeffrey.stamps99@gmail.com

Phone

(513) 225-9005

Representing

Personal

Date

09/17/2021

Agenda Item No. or Topic

Exception for a tower greater than Estero current limits at West Bay

Comments

I am a resident at Jasmine Bay in the West Bay community. There is a proposal before the Estero Planning Committee for a variance to allow a tower to be built well above the current limit in Estero, Florida. I strongly OPPOSE any variance to the current limits and there is simply no justification for Estero to become "taller and taller". Jasmine Bay are two lovely building with great floor plans and 20 floors and meets the Estero regulations. There is no reason, other than developer greed, to build taller buildings in Estero. What will be next? A developer asking to build a 400 foot tall building. At some point, it is nothing more than an eyesore to what is a beautiful area currently. I request the variance being sought to be denied by the City of Estero.

Thank you.

Notes

PUBLIC COMMENT CARD : Entry # 25579

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Hilary Clements

Address

22080 Red Laurel Ln
Estero 33928
United States
Map It

Community

West Bay Club

Email

craigielea1118@yahoo.com

Phone

(239) 676-9388

Representing

Self, as owner

Date

09/17/2021

Agenda Item No. or Topic

West Bay Hill development proposal at West Bay Club

Comments

I am against granting West Bay Hill their request to exceed the height limit allowed for this project.
There is existing zoning height restrictions that must be upheld.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 17, 2021 at 12:29 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25578

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

John Braive

Address

22080 Red Laurel Ln
Estero 33928
United States
Map It

Community

West Bay club

Email

jbraive48@gmail.com

Phone

(239) 676-9388

Representing

Self, as owner

Date

09/17/2021

Agenda Item No. or Topic

West Bay Hill development at West Bay

Comments

I vigorously oppose the request of West Bay Hill to exceed the zoning height restriction on this location.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added September 17, 2021 at 12:24 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25568

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Glenn Tatangelo

Address

4930 Baybridge Blvd
Estero 33928
United States
Map It

Community

West Bay

Email

gtatangelo@snet.net

Phone

(203) 394-3164

Representing

Individual homeowner

Date

09/28/2021

Agenda Item No. or Topic

West Bay Hill application

Comments

I have lived at 4930 Baybridge Blvd , Estero for 17 years. My home is located in the West Bay Club. One of the many reasons I moved to the Village of Estero is the design standards both the Village and West Bay have in their regulations. I see no compelling reason to approve a variance to allow a private developer to increase the existing 220' height to a potential 290' with "utilities". I knew when I purchased that someday there could be a 220' high rise built at the end of our street. I never imagined that the Village would ever even consider increasing the maximum height. I am also not in favor of changing the design standards that the Village and West Bay have in place and allow a modern "South Beach" design. I understand the Hertz Corporate Headquarters deviated from the Villages design standards through the Lee County approval process. It is important to note that buffering or softening a three story building with landscaping is possible while trying to do the same to a 290' high rise is impossible.

I ask the committee to please deny the variance request.

From: Scotty Wood
To: Steve Pierson
Cc: Mary Gibbs; Tammy Duran
Subject: Re: West Bay Hill Island Parcel Development
Date: Thursday, September 23, 2021 2:11:18 PM

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Steve: Thank you for your email. We will see that it is part of the public record and will be considered by the Board. Regards, Scotty
> On Sep 23, 2021, at 2:01 PM, Steve Pierson <steve@chromtech.com> wrote:
>
> Scotty,
>
> Concerning the meeting before the Village of Estero Planning, Zoning and Design Committee, September 28 pertaining to the West Bay Hill Island Parcel development.
>
> As a board member of the West Bay Community Association, I have taken the position that as a board we should remain neutral on this issue. As a resident of West Bay since 2009, and recently a resident in the Jasmine North Tower, I would like to express my personal opinion on this issue.
>
> My wife Vicki and I moved from Natures Cove to Jasmine the first week of July this year. As new residents of Jasmine Bay North, we attended the July 7 meeting at Jasmine, where West Bay Hill presented their proposal for developing the Island Parcel. The developer presented information on their two potential options (6 units per floor and 4 units per floor), and also shadow studies for different times of the year. A concern we had was as new residents of Jasmine, how would this project affect our views from our condo? I reached out to Chris Johnson, the developer appointed board member, and asked for information on how the views from Jasmine would be affected. He responded that he would ask their architect to look into the issue.
>
> It took a couple of weeks for the architect to produce the visual representations of views from both the Jasmine South and Jasmine North Towers, but I was impressed with the high quality images of views from both Jasmine Bay South and North towers. These visuals, I understand, are part of the package that West Bay Hill has prepared for the upcoming meeting.
>
> Based on reviewing the architects representations of the views from the Jasmine Towers, the views were not affected to a great extent, and the 4 units per floor/higher tower, would be our preference over the wider 6 units per floor alternative.
>
> Considering that this is the final chapter in the development of West Bay, we support the West Bay Hill proposed development plan for the “Island Parcel”, and believe it will be a welcome addition to not only West Bay, but also for Estero Village, and Lee County!
>
> Best regards,
>
> Steve and Vicki Pierson
> 4761 West Bay Blvd, unit 2002
> Estero, FL 33928
> steve@chromtech.com
> vicki@chromtech.com

Scotty Wood

From: Scotty Wood
To: Brian Sclar
Cc: Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: Tower construction
Date: Thursday, September 23, 2021 9:16:02 AM

HI Brain: Thank you for your email. We will see that it is part of the public record, and the Board will consider it.

Regards, Scotty

_____
From: Brian Sclar <brians3070@gmail.com>
Sent: Wednesday, September 22, 2021 11:11 AM
To: Scotty Wood
Subject: Tower construction

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Scottie,
Bobbie and I just wanted you to know that we believe the developer should be held to the original height and design agreements that they entered into years ago. Having stayed in a new center city Vegas hotel about 10 years ago, no one could sit at the pool in mid afternoon because the reflection of the sun off of the glass was unbearable.
Thank you for your time and consideration of this very important matter.
Stay well, Brian Sclar (1604s)

Sent from my iPhone

From: Scotty Wood
To: Lucien F Della Fera
Cc: Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: Proposed New Development
Date: Thursday, September 23, 2021 9:18:13 AM

Hi Lucien: Thank you for your email. We will see that it is part of the public record and will be considered by the Board. Sincerely, Scotty Wood

From: Lucien F Della Fera <lucien1@mindspring.com>
Sent: Wednesday, September 22, 2021 11:53 AM
To: Scotty Wood
Subject: Proposed New Development

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]
Good morning Mr. Woods.

As residents of Jasmine Bay, both my wife Cathy & I are opposed to the purposed new development. There should be a limitation on allowable height as well as an adherence to the current architecture that is our community. While the community association is letting us down, I would hope that the residents of Jasmine Bay speak up and counter the builders proposal. The building as presented is one that is certainly beautiful, but belongs in Miami Beach not West Bay. One of the reasons Cathy & I purchased in West Bay was the understated charm and elegance of all the residences. Even the towers, although massive have retained the low key, simplistic design that we believe is representative of Southwest Florida. If we wanted "hip" we would be on the East Coast and not here in West Bay with our magnificent view.

Thank you for your time serving on this committee.

Sincerely

Lucien F. Della Fera
208 First Avenue
Newark, New Jersey 07107
973-482-5858
lucien1@mindspring.com

Virus-free. www.avg.com

From: Mary Gibbs
To: Tammy Duran
Subject: FW: West Bay Hill High Rise application
Date: Wednesday, September 22, 2021 5:19:51 PM

From: Scotty Wood [mailto:lew1761@gmail.com]
Sent: Friday, September 17, 2021 12:28 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Cc: Glenn Tatangelo <gtatangelo@snet.net>
Subject: West Bay Hill High Rise application

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

HI Mary-

Below is a message from a West Bay resident regarding the hi rise application. Please see that this is part of the public record. Thanks, Scotty

PS- to Glenn- fyi- Please note that I have not copied Marlene with this email. We are not allowed to have contacts with other Board members except in a public forum.

Begin forwarded message:

From: Glenn Tatangelo <gtatangelo@snet.net>
Subject: West Bay Hill High Rise application
Date: September 17, 2021 at 6:18:22 AM EDT
To: Scotty Wood <lew1761@gmail.com>, "Naratil@estero-fl.gov" <naratil@estero-fl.gov>

Scotty and Marlene,

I forwarded the comments below to the Village of Estero Planning, Zoning and Design Committee. I would like to thank the both of you for volunteering your time for helping shape our Village. I ask that you check out the website of the architect Garciastromberg.com . I do not see one building in his portfolio that would fit into the theme of our Village or West Bay. I took great offense when the architect presented to the Jasmine residents that the "Mediterranean style is dead". I think if we wanted to live in glass towers we would of chosen to live in Miami, Boca Raton or West Palm Beach. I am not opposed to having a tower built on the Island site. I believe denying the variance request will bring the developer, Gary Chensoff, to realize he must work with our community and not try to force an undesirable product down our throats.

Thanks again
Glenn Tatangelo

Sent via e comment :

I have lived at 4930 Baybridge Blvd , Estero for 17 years. My home is located in the West Bay Club. One of the many reasons I moved to the Village of Estero is the design standards both the Village and West Bay have in their regulations. I see no compelling reason to approve a variance to allow a private developer to increase the existing 220' height to a potential 290' with "utilities". I knew when I purchased that someday there could be a 220' high rise built at the end of our street. I never imagined that the Village would ever even consider increasing the maximum height. I am also not in favor of changing the design standards that the Village and West Bay have in place and allow a modern "South Beach" design. I understand the Hertz Corporate Headquarters deviated from the Villages design standards through the Lee County approval process. It is important to note that buffering or softening a three story building with landscaping is possible while trying to do the same to a 290' high rise is impossible.

I ask the committee to please deny the variance request.

Glenn Tatangelo cell 203-394-3164

Scotty Wood

From: Mary Gibbs
To: Tammy Duran
Subject: FW: Proposed Island Tower
Date: Wednesday, September 22, 2021 5:16:13 PM

From: Scotty Wood
Sent: Friday, September 17, 2021 4:03 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Fw: Proposed Island Tower

Hi Mary:

This is the email from West Bay resident Mr. Bartelstone. Please see that it is part of the public record.

Thanks, Scotty

From: Steven Bartelstone <sdbavon@aol.com>
Sent: Friday, September 17, 2021 9:53 AM
To: Scotty Wood
Cc: Marlene Naratil
Subject: FW: Proposed Island Tower

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good Morning. As you may know I live in Jasmine Bay South and have a view almost directly at the Island Site. I am also a mostly retired attorney. I do not currently practice law in Florida but have been involved with real estate developers and entrepreneurs over the last almost 50 years. My former office and I represented real estate developers who were involved in many states including Florida. I believe that the relief being sought by West Bay Hill is extraordinarily aggressive. The sign posted on the property supposedly in conformity with the zoning regulations of the Village of Estero does not accurately reflect what is going on. The presentation before the community by West Bay Hill which I listened to and the sign itself does not accurately reflect what is being asked for. West Bay Hill is not merely asking for a height variance of a "couple of floors" but a variance of 50' at the roof line over what is currently permitted. It also appears that West Bay Hill is asking for an unspecified amendment to the zoning tables which could mean many things including expediting the process under which this very aggressive proposal is being heard. It is extremely important to maintain the current review and decision making process because a variance including

one within a change of zone requires a significant burden of proof by the applicant. It requires the showing a hardship. It is extraordinary relief. West Bay Hill under the regulations and Florida law cannot prove hardship. It can make a reasonable use of its land by designing a 220' building to the roof line with 22 or less floors depending on the height of the ceilings. The proposal is also very aggressive because the design of the building as a "predominately glass building" does not comply with either the existing architecture of West Bay or the zoning regulations of the Village of Estero. It is also important to maintain the current hearing process because our community board has been advised by its attorney to remain neutral. As a result, it will not be taking a position on this matter. Nor will it enforce the provisions of the 2014 development agreement that was signed with IHP the original Declarant. The development agreement states that: "IHP agrees on behalf of itself and any Successor Builder that the exterior architectural treatment of residential living units constructed on the Orchid Bay and Island Sites shall be consistent with the architecture of the existing residences within the Community , and subject to the architectural review standards as set forth in the Declaration." The existing architecture at the time of the signing of this agreement was Mediterranean and the coastal style of Jasmine Bay. There never have been any glass residential units at West Bay. There never have been any buildings in excess of 220" to the roof line at West Bay. The Declaration sets forth in Article 5 standards for review which includes approvals and appeals for any structure being developed or changed at West Bay. It begins with an application for approval. West Bay Hill, notwithstanding its agreement ,maintains it is not subject to approval of these plans by either the Architectural Review Committee or the Board. It maintains that it only needs to submit for "review" not approval and only when it is applying for a final building permit. Whether right or wrong this means you are the only real chance we have to have our concerns heard and addressed. West Bay Hill will not submit these plans for review by either the Community Board or the ARC. The application for a variance should be denied due to lack of hardship. The application should also be denied because it is not consistent with either the architecture of West Bay or the Village of Estero. We all chose to live in West Bay for a reason. It was like a small quaint and beautiful village. That is the theme not only of West Bay but of the Village of Estero. We did not choose to live in a community of glass towers or 300' buildings like in Bonita Springs, North Naples, or Fort Meyers. We did not choose to live in the similar buildings designed by this architect on the East Coast of Florida in the Miami and Fort Lauderdale areas. These buildings have a lot of the same exterior elements as contained in this proposal. The height and style of this building will forever change the nature of our community. I support development of this parcel but in my opinion this is the wrong project for both West Bay and the Village of Estero. Thank you for your consideration.

From: Scotty Wood
To: Mary Gibbs; Tammy Duran
Subject: Fw: West Bay proposed tower
Date: Tuesday, September 21, 2021 3:50:54 PM

Mary & Tammy- fyi. Scotty

From: Scotty Wood
Sent: Tuesday, September 21, 2021 3:49 PM
To: Daniel Anania
Subject: Re: West Bay proposed tower

Hi Daniel: Thank you your your email regarding the West Bay proposed Hi Rise. We will see that your email is part of the public record, and it will be considered by the Board.

Regards, Scotty

From: Daniel Anania <danania@aol.com>
Sent: Tuesday, September 21, 2021 3:09 PM
To: Scotty Wood
Subject: West Bay proposed tower

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]
I think that the height restrictions and architectural preferences of the community make sense and that the developers request for a zoning variance should not be approved.

Sent from the all new AOL app for iOS

From: Scotty Wood
To: Michael Stevens
Cc: Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: Hi Rise
Date: Tuesday, September 21, 2021 2:44:00 PM

Hi Mike-

Thank you for your email. We will see that it is part of the public record on this matter, and the Board will consider it.
Regards, Scotty

From: Michael Stevens <mstevens1@wi.rr.com>
Sent: Tuesday, September 21, 2021 1:49 PM
To: Scotty Wood; Marlene Naratil
Subject: Hi Rise

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Scotty, As a new resident of Jasmine Bay South Tower I am in favor of allowing the new tower to be 50' higher than the existing documents allow.

Sent from my iPhone

From: Scotty Wood
To: Geoffrey borda
Cc: Helen; Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: West Bay Hill
Date: Monday, September 20, 2021 11:15:42 AM

Hi Geoff: Thanks for your email. We will see that it is part of the public record and will be considered by the Planning, Zoning and Design Board at its September 28, 2021 meeting.

Scotty

From: Geoffrey borda <geoffbborda@gmail.com>
Sent: Monday, September 20, 2021 10:37 AM
To: Scotty Wood
Cc: Helen; Geoffrey borda
Subject: West Bay Hill

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]
Hi Scotty,
Hope all is well with you and family.
I know that you are on the Planning and Zoning committee for Estero.

Scotty, we moved to West Bay because it had regulations that we thought were good because they included maximum height restrictions and an architectural design theme.
West Bay Hill is proposing a 270 foot tower with an approximate additional 18-20 feet of "utilities".
Existing zoning for West Bay has a height limitation of 220 feet. West Bay Hill estimates that the total height of the building to be approximately 290 feet - 70 feet higher than currently allowed.

Helen and I live in Jasmine as do many others. We do not want to look at a building that is 290 feet high which is 70 feet or 32% higher that is allowed. We love West Bay and we feel that the additional height is going to be an eyesore not only to us but to the entire community of West Bay.
The developers will still make plenty of money if they are required to build in accordance with current regulations.
Thanks for taking the time to listen to us.

Geoff and Helen Borda

From: Scotty Wood
To: Bob Kallman
Cc: Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: New tower at West Bay
Date: Monday, September 20, 2021 11:11:36 AM

Hi Bob: Thanks for your email. We will see that it is part of the public record and will be considered by the Board.

Scotty

_____
From: Bob Kallman <kallmanbob@gmail.com>
Sent: Monday, September 20, 2021 10:00 AM
To: Scotty Wood
Subject: New tower at West Bay

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Scotty. I realize that the tower is a given but have concerns about allowing a variance for a building that will be approximately 50 ft taller than the Jasmine towers.
The beauty of our area is that the coast is not a wall of tall buildings as on the east coast. The developer should be able to find a way to make the project profitable without being detrimental to the current residents of West Bay.
Thanks for your consideration.
Regards,
Bob Kallman

From: Scotty Wood
To: Bob Kallman
Cc: Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: New tower at West Bay
Date: Monday, September 20, 2021 11:11:36 AM

Hi Bob: Thanks for your email. We will see that it is part of the public record and will be considered by the Board.

Scotty

_____
From: Bob Kallman <kallmanbob@gmail.com>
Sent: Monday, September 20, 2021 10:00 AM
To: Scotty Wood
Subject: New tower at West Bay

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Hi Scotty. I realize that the tower is a given but have concerns about allowing a variance for a building that will be approximately 50 ft taller than the Jasmine towers.
The beauty of our area is that the coast is not a wall of tall buildings as on the east coast. The developer should be able to find a way to make the project profitable without being detrimental to the current residents of West Bay.
Thanks for your consideration.
Regards,
Bob Kallman

From: Mary Gibbs
To: Tammy Duran
Subject: FW: West Bay Hill High Rise application
Date: Wednesday, September 22, 2021 5:19:51 PM

From: Scotty Wood [mailto:lew1761@gmail.com]
Sent: Friday, September 17, 2021 12:28 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Cc: Glenn Tatangelo <gtatangelo@snet.net>
Subject: West Bay Hill High Rise application

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

HI Mary-

Below is a message from a West Bay resident regarding the hi rise application. Please see that this is part of the public record. Thanks, Scotty

PS- to Glenn- fyi- Please note that I have not copied Marlene with this email. We are not allowed to have contacts with other Board members except in a public forum.

Begin forwarded message:

From: Glenn Tatangelo <gtatangelo@snet.net>
Subject: West Bay Hill High Rise application
Date: September 17, 2021 at 6:18:22 AM EDT
To: Scotty Wood <lew1761@gmail.com>, "Naratil@estero-fl.gov" <naratil@estero-fl.gov>

Scotty and Marlene,

I forwarded the comments below to the Village of Estero Planning, Zoning and Design Committee. I would like to thank the both of you for volunteering your time for helping shape our Village. I ask that you check out the website of the architect Garciastromberg.com . I do not see one building in his portfolio that would fit into the theme of our Village or West Bay. I took great offense when the architect presented to the Jasmine residents that the "Mediterranean style is dead". I think if we wanted to live in glass towers we would of chosen to live in Miami, Boca Raton or West Palm Beach. I am not opposed to having a tower built on the Island site. I believe denying the variance request will bring the developer, Gary Chensoff, to realize he must work with our community and not try to force an undesirable product down our throats.

Thanks again
Glenn Tatangelo

Sent via e comment :

I have lived at 4930 Baybridge Blvd , Estero for 17 years. My home is located in the West Bay Club. One of the many reasons I moved to the Village of Estero is the design standards both the Village and West Bay have in their regulations. I see no compelling reason to approve a variance to allow a private developer to increase the existing 220' height to a potential 290' with "utilities". I knew when I purchased that someday there could be a 220' high rise built at the end of our street. I never imagined that the Village would ever even consider increasing the maximum height. I am also not in favor of changing the design standards that the Village and West Bay have in place and allow a modern "South Beach" design. I understand the Hertz Corporate Headquarters deviated from the Villages design standards through the Lee County approval process. It is important to note that buffering or softening a three story building with landscaping is possible while trying to do the same to a 290' high rise is impossible.

I ask the committee to please deny the variance request.

Glenn Tatangelo cell 203-394-3164

Scotty Wood

From: Mary Gibbs
To: Tammy Duran
Subject: FW: Proposed Island Tower
Date: Wednesday, September 22, 2021 5:16:13 PM

From: Scotty Wood
Sent: Friday, September 17, 2021 4:03 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: Fw: Proposed Island Tower

Hi Mary:

This is the email from West Bay resident Mr. Bartelstone. Please see that it is part of the public record.

Thanks, Scotty

From: Steven Bartelstone <sdbavon@aol.com>
Sent: Friday, September 17, 2021 9:53 AM
To: Scotty Wood
Cc: Marlene Naratil
Subject: FW: Proposed Island Tower

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Good Morning. As you may know I live in Jasmine Bay South and have a view almost directly at the Island Site. I am also a mostly retired attorney. I do not currently practice law in Florida but have been involved with real estate developers and entrepreneurs over the last almost 50 years. My former office and I represented real estate developers who were involved in many states including Florida. I believe that the relief being sought by West Bay Hill is extraordinarily aggressive. The sign posted on the property supposedly in conformity with the zoning regulations of the Village of Estero does not accurately reflect what is going on. The presentation before the community by West Bay Hill which I listened to and the sign itself does not accurately reflect what is being asked for. West Bay Hill is not merely asking for a height variance of a "couple of floors" but a variance of 50' at the roof line over what is currently permitted. It also appears that West Bay Hill is asking for an unspecified amendment to the zoning tables which could mean many things including expediting the process under which this very aggressive proposal is being heard. It is extremely important to maintain the current review and decision making process because a variance including

one within a change of zone requires a significant burden of proof by the applicant. It requires the showing a hardship. It is extraordinary relief. West Bay Hill under the regulations and Florida law cannot prove hardship. It can make a reasonable use of its land by designing a 220' building to the roof line with 22 or less floors depending on the height of the ceilings. The proposal is also very aggressive because the design of the building as a "predominately glass building" does not comply with either the existing architecture of West Bay or the zoning regulations of the Village of Estero. It is also important to maintain the current hearing process because our community board has been advised by its attorney to remain neutral. As a result, it will not be taking a position on this matter. Nor will it enforce the provisions of the 2014 development agreement that was signed with IHP the original Declarant. The development agreement states that: "IHP agrees on behalf of itself and any Successor Builder that the exterior architectural treatment of residential living units constructed on the Orchid Bay and Island Sites shall be consistent with the architecture of the existing residences within the Community , and subject to the architectural review standards as set forth in the Declaration." The existing architecture at the time of the signing of this agreement was Mediterranean and the coastal style of Jasmine Bay. There never have been any glass residential units at West Bay. There never have been any buildings in excess of 220" to the roof line at West Bay. The Declaration sets forth in Article 5 standards for review which includes approvals and appeals for any structure being developed or changed at West Bay. It begins with an application for approval. West Bay Hill, notwithstanding its agreement ,maintains it is not subject to approval of these plans by either the Architectural Review Committee or the Board. It maintains that it only needs to submit for "review" not approval and only when it is applying for a final building permit. Whether right or wrong this means you are the only real chance we have to have our concerns heard and addressed. West Bay Hill will not submit these plans for review by either the Community Board or the ARC. The application for a variance should be denied due to lack of hardship. The application should also be denied because it is not consistent with either the architecture of West Bay or the Village of Estero. We all chose to live in West Bay for a reason. It was like a small quaint and beautiful village. That is the theme not only of West Bay but of the Village of Estero. We did not choose to live in a community of glass towers or 300' buildings like in Bonita Springs, North Naples, or Fort Meyers. We did not choose to live in the similar buildings designed by this architect on the East Coast of Florida in the Miami and Fort Lauderdale areas. These buildings have a lot of the same exterior elements as contained in this proposal. The height and style of this building will forever change the nature of our community. I support development of this parcel but in my opinion this is the wrong project for both West Bay and the Village of Estero. Thank you for your consideration.

From: Mary Gibbs
To: Tammy Duran
Subject: FW: The Island at West Bay Club
Date: Wednesday, September 22, 2021 5:14:59 PM

-----Original Message-----
From: David Allen [mailto:djallen25@hotmail.com]
Sent: Tuesday, September 21, 2021 11:14 AM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: The Island at West Bay Club

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Mary Gibbs
Director, Community Development

My name is David Allen and I am a resident of the West Bay Club in the WestLake Court section. I am writing to you because I have a great interest in purchasing a unit in the proposed Island project.

One of the main reasons I am interested in this unit is the proposed plans include 10 foot ceilings which make a great difference in the appearance and living conditions of a high rise building.

The proposed variation to the prior approval will make the building be competitive to the newer high rise buildings close to the West Bay Club and will enhance the Estero Village reputation as a community that is keeping up with the times and new trends of the surrounding communities.

I respectfully ask that this proposal be approved.

Thank you
Dave Allen
19904 Montserrat Lane
Estero
239-300-1104

Sent from my iPad

From: Mary Gibbs
To: Tammy Duran
Subject: FW: West Bay Island high rise
Date: Wednesday, September 22, 2021 5:14:05 PM

From: twelsh1785 [mailto:twelsh1785@aol.com]
Sent: Wednesday, September 22, 2021 11:21 AM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: West Bay Island high rise

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

My name is Tom Welsh and I have been a year around resident of West Bay Community since January of 2007. I live on Natures Cove Ct and will have a view of the new high rise.
I hope we will have the best we can get and therefor I support the model with the additional height as it will add value to West Bay. The Shorter design would not be as attractive.
Most of the residents I speak with are in favor of the higher building. There may be a vocal minority, but they are vocal and a minority. Most probably don't live here full time.
We need this building to put the finishing touch on our community.
Thank you for listening.
Tom Welsh
22040 Natures Cove Ct
Estero Fl.

Sent from the all new AOL app for iOS

From: Mary Gibbs
To: Tammy Duran
Subject: FW: The Island at West Bay Club
Date: Wednesday, September 22, 2021 5:14:59 PM

-----Original Message-----
From: David Allen [mailto:djallen25@hotmail.com]
Sent: Tuesday, September 21, 2021 11:14 AM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: The Island at West Bay Club

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Mary Gibbs
Director, Community Development

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The proposed variation to the prior approval will make the building be competitive to the newer high rise buildings close to the West Bay Club and will enhance the Estero Village reputation as a community that is keeping up with the times and new trends of the surrounding communities.

I respectfully ask that this proposal be approved.

Thank you
Dave Allen
19904 Montserrat Lane
Estero
239-300-1104

Sent from my iPad

From: Mary Gibbs
To: Tammy Duran
Subject: FW: West Bay Island high rise
Date: Wednesday, September 22, 2021 5:14:05 PM

From: twelsh1785 [mailto:twelsh1785@aol.com]
Sent: Wednesday, September 22, 2021 11:21 AM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: West Bay Island high rise

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My name is Tom Welsh and I have been a year around resident of West Bay Community since January of 2007. I live on Natures Cove Ct and will have a view of the new high rise.
I hope we will have the best we can get and therefor I support the model with the additional height as it will add value to West Bay. The Shorter design would not be as attractive.
Most of the residents I speak with are in favor of the higher building. There may be a vocal minority, but they are vocal and a minority. Most probably don't live here full time.
We need this building to put the finishing touch on our community.
Thank you for listening.
Tom Welsh
22040 Natures Cove Ct
Estero Fl.

Sent from the all new AOL app for iOS

From: Mary Gibbs
To: Tammy Duran
Subject: FW: West Bay Club Island Site
Date: Wednesday, September 22, 2021 5:13:45 PM

-----Original Message-----
From: Gail Chensoff [mailto:gchens@aol.com]
Sent: Wednesday, September 22, 2021 11:39 AM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: West Bay Club Island Site

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

We are residents of Natures Cove within The West Bay Club. Our backyard faces west. The building will be in our view and the additional height is of no concern. I have heard and seen the proposed plan for the Island site and am thrilled to see such a magnificent building being planned for our community. It has been a long time coming. The residents of West Bay deserve a quality building that is keeping up with other structures being built in South West Florida. The beauty of West Bay is there is a place for everyone. From townhomes, to zero lot line homes, to magnificent 4000+ square feet homes. From Jasmine Towers and hopefully in the near future a new, breathtaking high rise called the Island Club.

Please don't let a disgruntled few keep West Bay from moving forward.

Sincerely,

Gail Chensoff and Tom Welsh

From: Mary Gibbs
To: Tammy Duran
Subject: FW: New Project at West Bay
Date: Wednesday, September 22, 2021 5:13:28 PM

From: Derek Sutton [mailto:dmsutton@qhpltd.com]
Sent: Wednesday, September 22, 2021 12:34 PM
To: Mary Gibbs <gibbs@estero-fl.gov>
Subject: New Project at West Bay

[**NOTICE:** This message originated outside of the Village of Estero -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Mary Gibbs - Director of Community Development

Hi Mary. My name is Derek Sutton and my wife Marilyn and I are residents of the West Bay Club.

I would like to share with you our strong support for the new project as we believe it will enhance the image and value of all properties in West Bay and Estero. We have reviewed the presentations and designs- and overall, this building will be the finest in the area.

We understand the building will be slightly higher than the current towers in West Bay- but we believe the difference will not be discernible and shouldn't be a reason to reject or modify the current proposal.

We wholeheartedly support the proposal and hope the village of Estero will give its approval.

Best Regards,

Marilyn and Derek Sutton

416 454 6205 - cell
239 495 2606 - Estero

PUBLIC COMMENT CARD : Entry # 25820

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jeffrey Agee

Address

4751 West Bay Blvd
Unit 901
Estero 33928
United States
Map It

Community

West Bay Club

Email

ajeff1955@comcast.net

Phone

(217) 520-1186

Representing

Jasmine Bay South Condominium

Date

09/24/2021

Agenda Item No. or Topic

Case# DC12021-E001

Comments

PUBLIC COMMENT CARD : Entry # 25833

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Mary Wilson

Address

22172 Natures Cove Ct
Estero 33928
United States
Map It

Community

West Bay Club

Email

mary.wilson1@me.com

Phone

(239) 839-2183

Representing

myself

Date

09/25/2021

Agenda Item No. or Topic

Requested Variance for The Island high-rise at West Bay Club

Comments

What compelling reason, other than the profit equation of the developer, exists for this Island tower to need to be approximately 70 feet higher than Estero's building code allows? (That's almost like putting 3 single family homes stacked on top of the currently existing Jasmine towers in West Bay.)

Do 3 more stories make the building more stable...or just more massive?

The site is basically on a "dead end" street (the "Bridge to Nowhere" as it is known in West Bay) with only one way in or out. Can this Committee explain to those of us, whose property view will be affected, what could possibly make the additional height necessary. The location of the building makes it very hard for getting in and out of the site…for all that construction traffic as well as for the people who will eventually live there. In the event of a fire, it could be an awful place to be… so why grant a variance for more height than the current Estero Zoning rules allow?

PUBLIC COMMENT CARD : Entry # 25839

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Patrick Kiely

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4918 BAYRIDGE BLVD
Estero 33928
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Community

West Bay Club

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pjk9134@aol.com

Phone

(317) 509-4467

Representing

Myself

Date

09/28/2021

Agenda Item No. or Topic

West Bay Club Pod 5 (DCI2021-E001) (District 1) Zoning Amendment to allow a height increase of a proposed high rise building on Pod 5 at West Bay Club Residential Planned Development.

Comments

PUBLIC COMMENT CARD : Entry # 25839

I sent comments about this project prior to the first hearing so I will be brief. Our home will be one of the closest to the project that is being built in an area of all single homes. Entry to the property is confined to a single two lane boulevard and bridge. Construction traffic will be an enormous traffic and noise problem that will last for a few years. When I purchased our home in January 2014 I was told that the area would be several smaller buildings (four floors) and that the tower was probably was not feasible because of lower condo prices in the other 2 towers. Obviously the change in prices and housing conditions have accelerated well beyond anyone's expectations. The Federal Reserve recently announced that they would increase rates around 7 times 2022 through 2023. Obviously that would have a major impact on mortgage rates and available buyers. We have no idea what the financial capability of Indian Hill Partners is and is of major concern.

I know of no reason other than profit enhancement of IHP to approve and additional 60-70 feet in height on a building that what approved for zoning in 2014 by Lee County. I oppose the variance/zoning amendment. They can go ahead and build the shorter building, quicker and get ahead of a likely real estate slow down. The quicker it can be built the better. Thank you for your consideration.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 15 hours ago

WordPress successfully passed the notification email to the sending server.

From: Scotty Wood
To: Jeff Agee
Cc: Mary Gibbs; Tammy Duran; scotty wood
Subject: Re: West Bay Pod 5 Variance/Deviation Request
Date: Saturday, September 25, 2021 10:17:34 PM

Hi Jeff: Thank you for your email. We will see that it is part of the public record. Scotty

_____
From: Jeff Agee <ajeff1955@comcast.net>
Sent: Friday, September 24, 2021 5:37 PM
To: Scotty Wood
Subject: West Bay Pod 5 Variance/Deviation Request

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Scotty,

The developer WBH/IHC choose to debut this project during low season at a meeting on July 7. Residents have always known that a high rise condominium building was to built on the site but the height was restricted to 220 feet and the number of units to a maximum of 101. There is no opposition to development of the site, rather to the building height and the design linked to it. Developer reasons for requesting a height variance/deviation include the ability to build a "more exclusive" product and decrease the number of units from 120 to 88.

Apart from a monetary incentive I find no compelling reason why the developer requires a height variance and I see no benefit to the WB community.

1). There is no reason a "higher quality" or "more exclusive" product has to be 23 instead of 20 stories. If this is allowed future developments will also come with increasing height requests.
2). The numbers of units allowed was never 120 but a maximum of 101 and the developer's belief the community would prefer 88 to 101 units is suspect (101 units would result in more HOA fees for the community).
3). In fact there has been no attempt on the part of the developer to ascertain community input on this project. The only survey performed was by the adjacent high rise (Jasmine Bay South) and though limited by a 33% response rate showed 84% of residents favored a 220' height restriction and an architecture consistent with existing residences within West Bay.
4). A taller tower will impact a pre-existing neighborhood. Despite claims to the contrary the developer's own shadow studies show the shadow of the higher tower crossing residences in the Nature's Cove neighborhood one hour prior to sunset between the months of March and June.
5). Glare from a taller predominantly glass building will have significant effect on adjacent neighborhoods in particular the Jasmine Bay development. Even the developer's own conceptual drawings submitted with his application show glare from the predominantly glass structure.
6). A taller structure allowing a predominately glass design is not consistent with the comprehensive community plan for West Bay nor consistent with existing architecture of the community. These are standards to which which everyone else in West Bay must conform when building or renovating an existing structure. No matter how many architectural adjectives are offered pictures show the structure proposed is clearly inconsistent with existing structures within West Bay.
7). The taller modernistic design does not complement surrounding West Bay developments, does not meet residential compatibility standards and is not in compliance with the Land Development Code of the Village of Estero protecting neighborhoods from incompatible encroachment.

Jeffrey Agee
Jasmine Bay South, Unit 901
President Jasmine Bay South HOA

Sent from my iPad

From: Scotty Wood
To: Joan Kayser
Cc: Mary Gibbs; Tammy Duran
Subject: Re: Island site height
Date: Saturday, September 25, 2021 12:42:47 PM

[NOTICE: This message originated outside of the Village of Estero -- DO NOT CLICK on links or open attachments unless you are sure the content is safe.]

Hi Joan- Thank you for your email. We will see that it is part of the public record.

Best to you and Norm.

Scotty

> On Sep 25, 2021, at 12:31 PM, Joan Kayser <joankayser@icloud.com> wrote:
>
> We have no objections to the proposed increase in height to the new high rise - the building will be beautiful at any height (!!!)
> Norm and Joan Kayser, Jasmine 801 South

Scotty Wood

PUBLIC COMMENT CARD : Entry # 25853

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

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patrickwmattingly@gmail.com

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(502) 387-0696

Representing

myself

Date

09/27/2021

Agenda Item No. or Topic

Island Tower height variance

Comments

Please count my voice among those supporting the height variance for the proposed Island Towers. The building, as proposed, will represent a beautiful addition to the community. Thank you.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 2 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25852

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

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West Bay

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jillforce@gmail.com

Phone

(502) 387-0696

Representing

myself

Date

09/27/2021

Agenda Item No. or Topic

West Bay Island Tower

Comments

PUBLIC COMMENT CARD : Entry # 25852

I am the owner of a condo at Jasmine Bay Towers in the West Bay community. I would like to express my strong support for the height waiver requested with respect to the proposed Islands Tower at West Bay. Given that a tower will be built on the site, I believe that the taller, slender tower would be much more attractive than an alternative shorter, wider tower.

I also believe that the proposed design is in keeping with the West Bay community design standards. A small group of detractors have taken the position that the tower needs to be rejected because it does not meet narrowly defined Mediterranean design standards. They are mistaken. Our community features a wide variety of design styles. While early West Bay houses reflected a traditional Mediterranean style, any construction in the past 15 years is in a style that has evolved from the traditional Mediterranean style (as has all new development throughout southwest Florida). I would characterize the Jasmine Towers as a hybrid style (that is already starting to look dated). New housing construction and the entire new West Lake community within West Bay are done in the West Indies style. Many older homes are being renovated to “de-Tuscan” the Mediterranean features. And the significant renovations being completed on the Niblick building, Golf House building, Bay House community building, all recently approved by the community, clearly reflect a departure from traditional Mediterranean standards, to which the design committees for those projects can attest.

Our community is fortunate that the Island Tower developer has shown a commitment to good design and has proposed a tower that will be a signature building for the community. It is essential that our community (and the Village of Estero) continue to embrace evolving design standards or we risk being locked into a narrow, dated style. The plan is embraced by the overwhelming majority of West Bay residents. I urge you to approve the plan and grant the height waiver.

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 2 hours ago

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 25846

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Todd Franklin

Address

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Phone

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Representing

Myself

Date

09/27/2021

Agenda Item No. or Topic

Height variance for proposed high rise condo

Comments

I feel that the proposed condo tower should not be granted a height variance. The new tower should be kept within the previously granted height of 220 feet. A height of 220 feet is in keeping with existing Jasmine Bay buildings. Also, the proposed building is not within the overall design used within the West Bay community. A design in keeping with the community would fit in much better..

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added 4 hours ago

WordPress successfully passed the notification email to the sending server.

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:

Williams Road & Atlantic Gulf Drive Project Update

Description:

Kisinger Campo & Associates (KCA) will provide a project update on the proposed intersections improvements along Williams Road, west of US 41. The presentation will include a brief summary of the original concept and the proposed design. The presentation will focus on a few design changes proposed to improve traffic flow and safety.

Financial Impact:

The presentation includes a cost estimate for additional improvements at US 41 to improve vehicle access and help prevent trucks from driving off the road when making a southbound right hand turn.

Attachments:

1. PowerPoint Presentation

Life Care Center
OF ESTERO
3850
ONLY
Village of
ESTERO
Village of Estero Council Workshop for
WILLIAMS RD./
ATLANTIC GULF BLVD.
Intersection Improvements
EC2020-61
October 27, 2021
KCA
KISINGER CAMPO
& ASSOCIATES

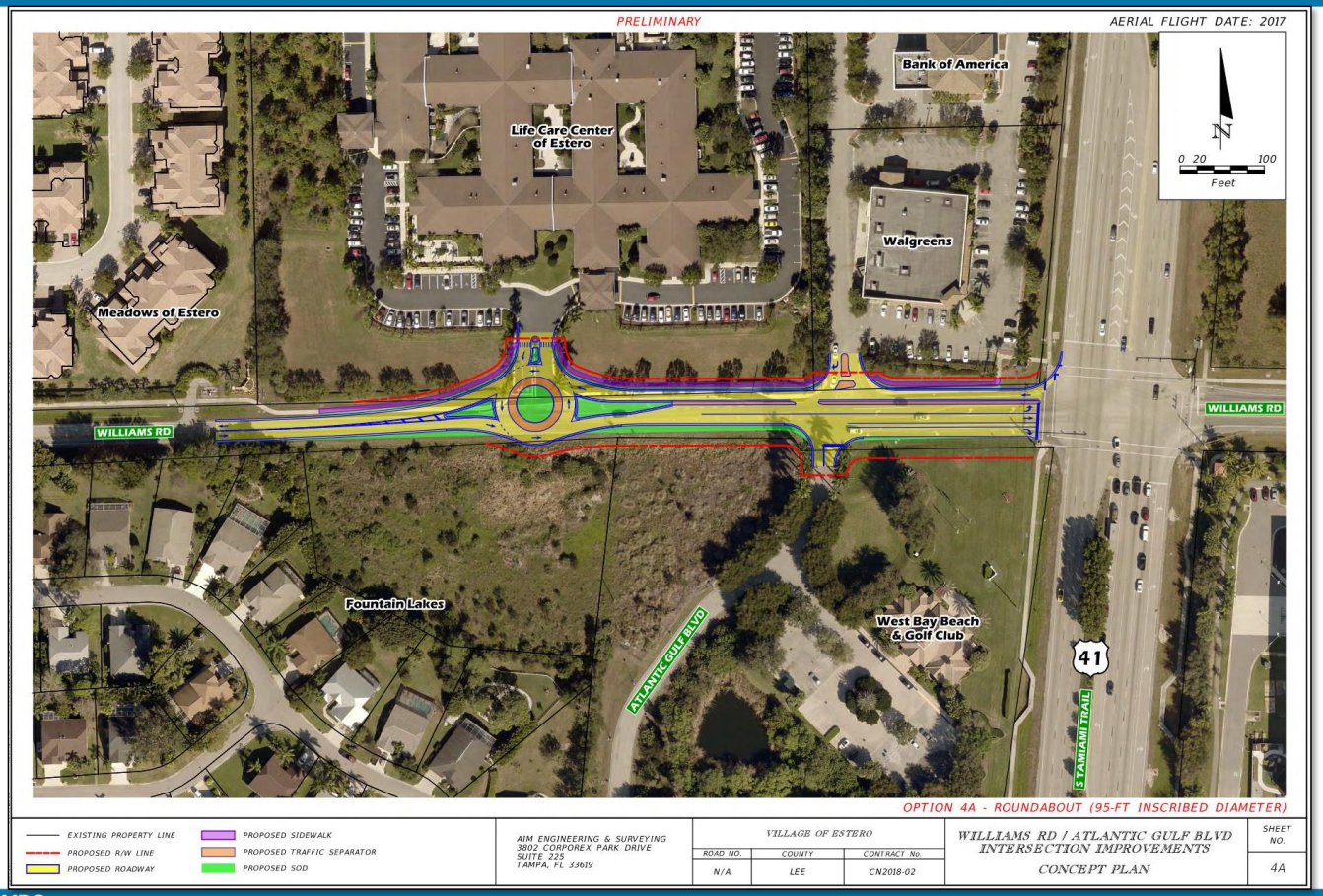
OBJECTIVE

The goal of this project is to improve the existing operational and safety problems along Williams Road from the Life Care Center entrance/exit to US 41.

DISCUSSION TOPICS

- **Concept Plan from Previous Study**
- **Technical Traffic Memorandum**
- **Current Concept Plan**
  - Enhancements
  - Plan View
  - Plan View Comparison
  - Cross Section Views
  - Right-of-Way Impact Comparison
  - Northwest Corner Impacts
  - Landscape Concept Plan

CONCEPT PLAN FROM PREVIOUS STUDY



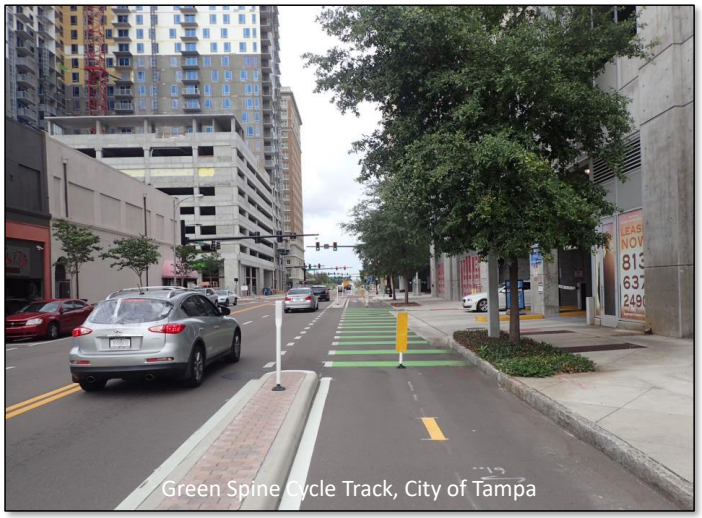
TECHNICAL TRAFIC MEMORANDUM

- **Single Lane Roundabout**
  - Will operate at an acceptable level of service in 2045
  - Best option to improve delay and safety concerns
  - Designated location for U-turn movements
- **Williams Rd. Turn Lanes***
  - Extend eastbound left turn lane to 495’
  - Extend eastbound right turn lane to 345’
  - Will reduce eastbound delays at US 41
- **Safety**
  - Full median closure to prevent crossing movements at side streets

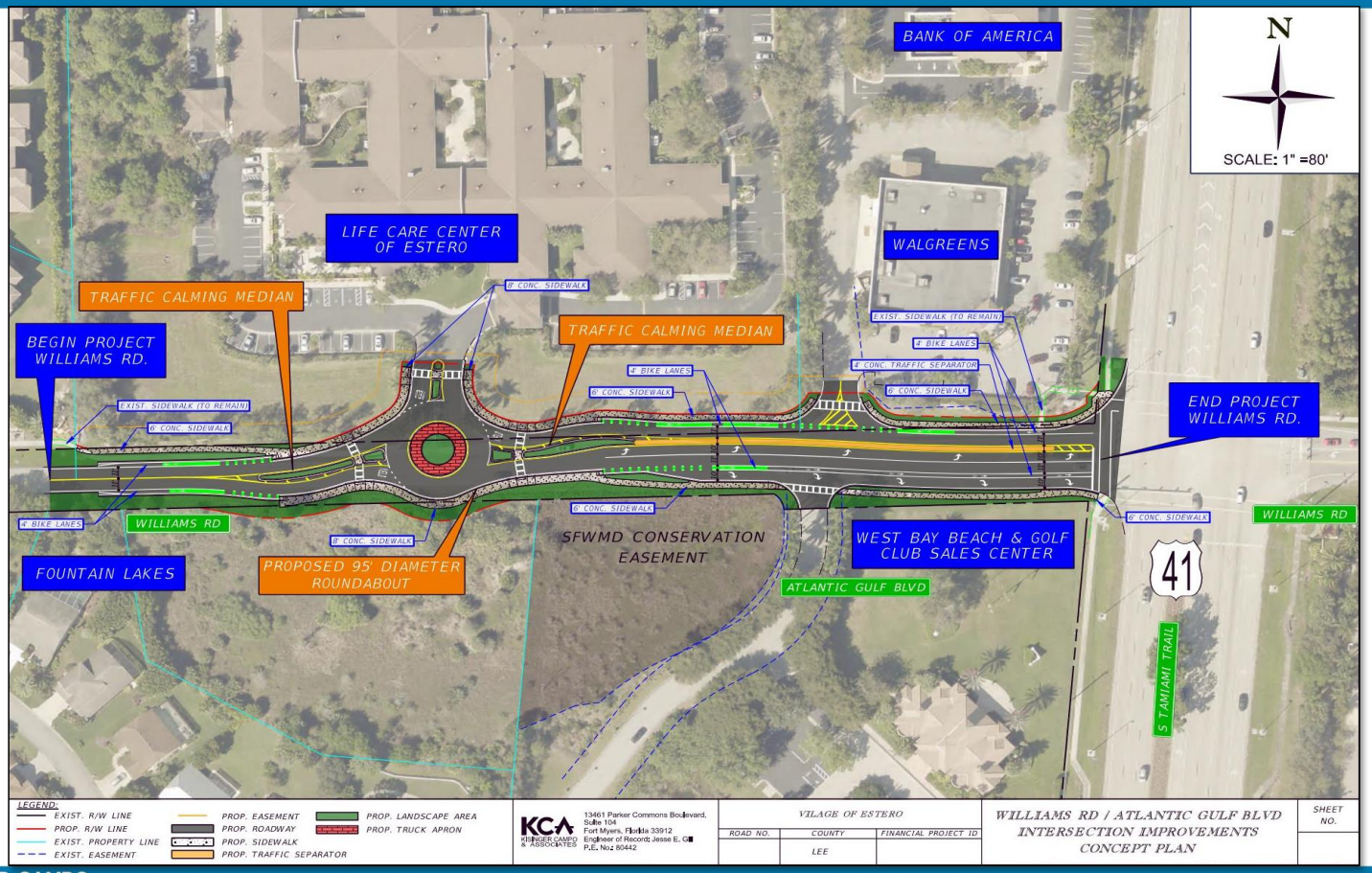
*Additional Recommendation: Add dedicated westbound right turn lane east of US 41 (outside project limits)

ENHANCEMENTS

- **Extended eastbound left turn, right turn and thru Lanes**
- **Bicycle Lanes**
  - Green Pavement at transitions – Added Safety/Aesthetics
- **Sidewalk along both sides of Williams Rd**
- **Traffic Calming Chicanes**
- **High Emphasis Crosswalks**
  - East & West of Roundabout
- **Traffic Separator (Intersection Safety)**
- **Landscape**
- **Decorative Lighting**


Green Spine Cycle Track, City of Tampa

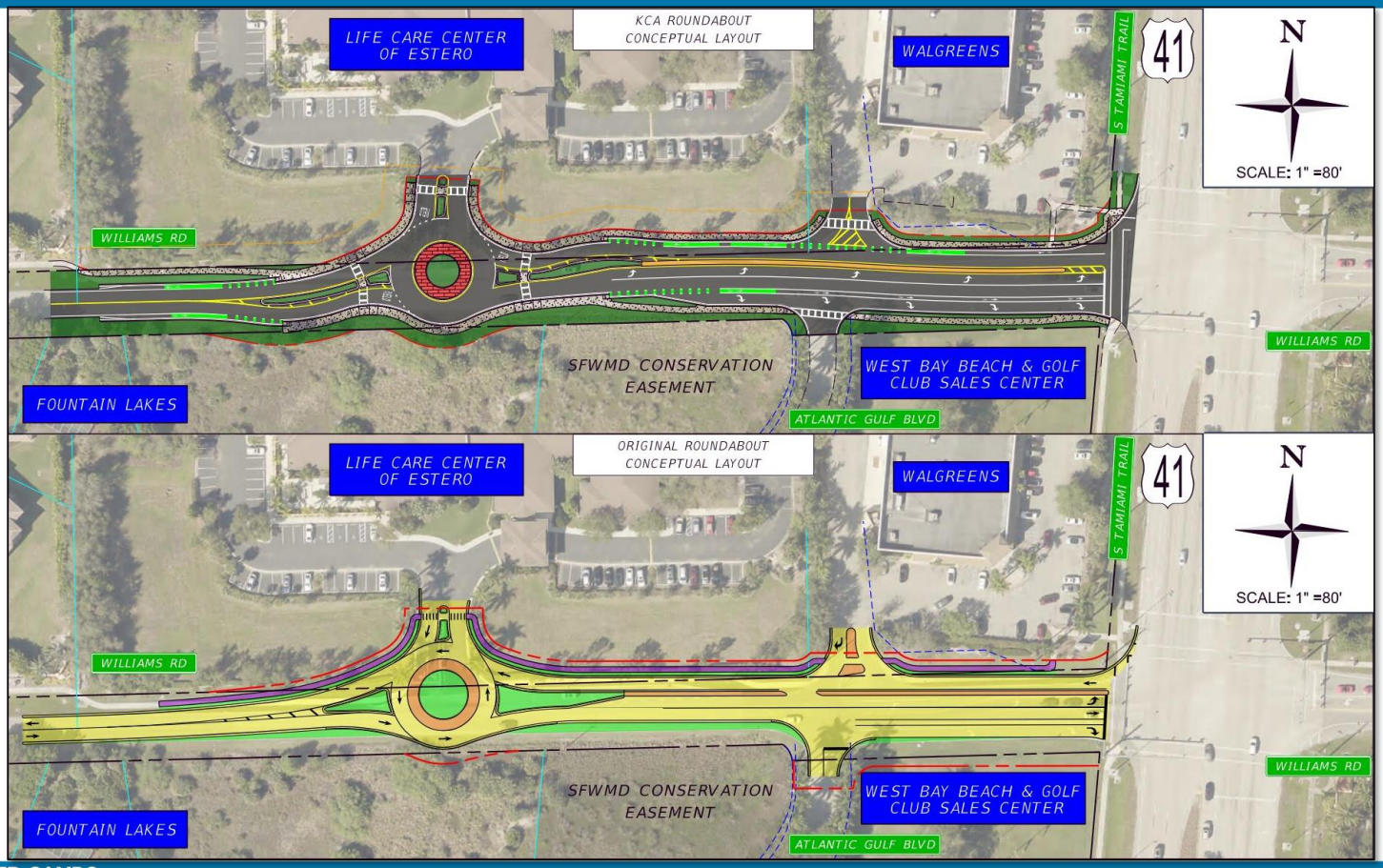
KCA CONCEPT PLAN



KCA KISINGER CAMPO & ASSOCIATES

Williams Rd./Atlantic Gulf Blvd. Intersection Improvements | EC2020-61 | Slide 7

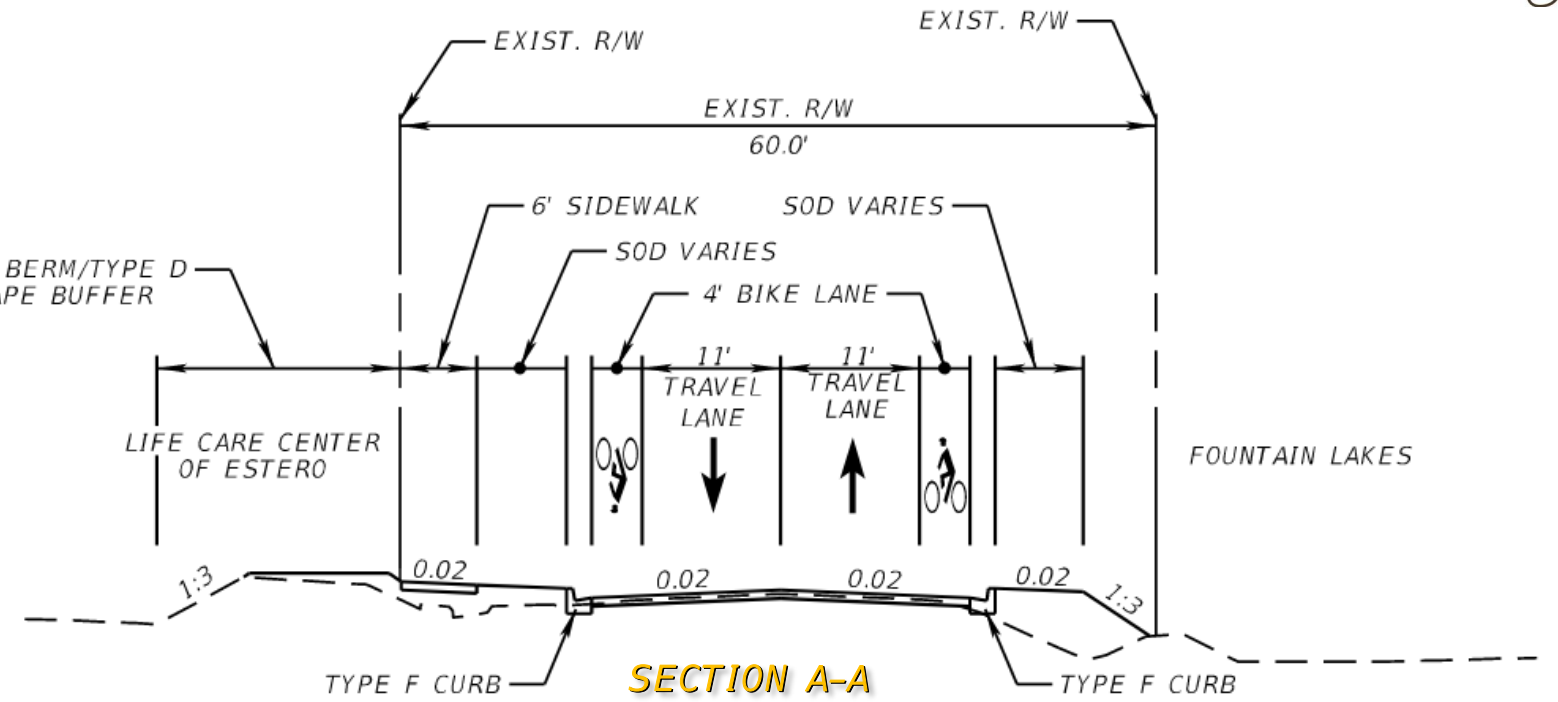
CONCEPT COMPARISON



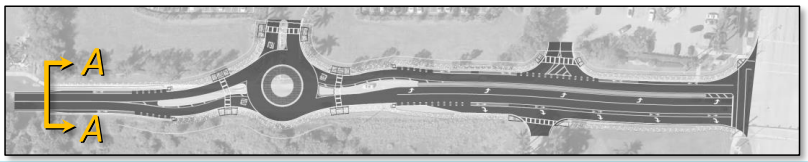
KCA KISINGER CAMPO & ASSOCIATES

Williams Rd./Atlantic Gulf Blvd. Intersection Improvements | EC2020-61 | Slide 8

CROSS SECTIONS



SECTION A–A



KCA KISINGER CAMPO & ASSOCIATES

Williams Rd./Atlantic Gulf Blvd. Intersection Improvements | EC2020-61 | Slide 9

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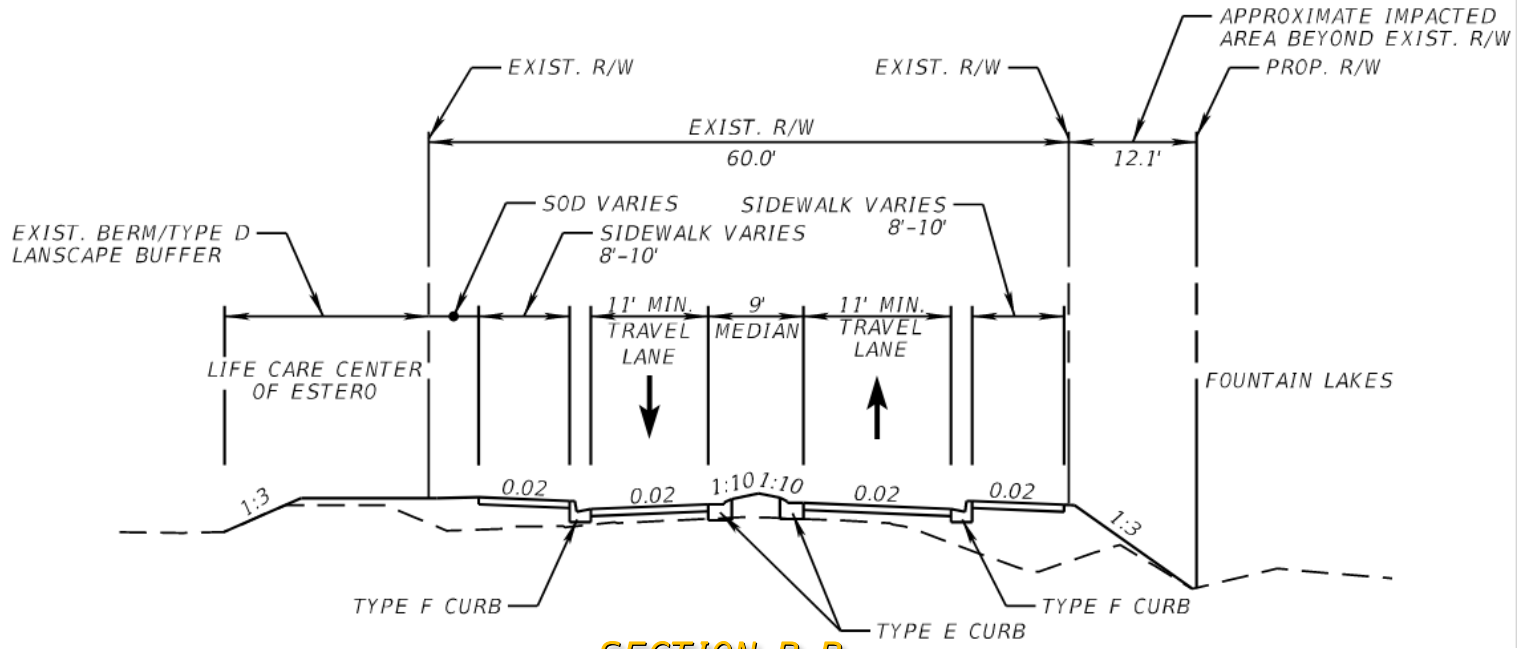
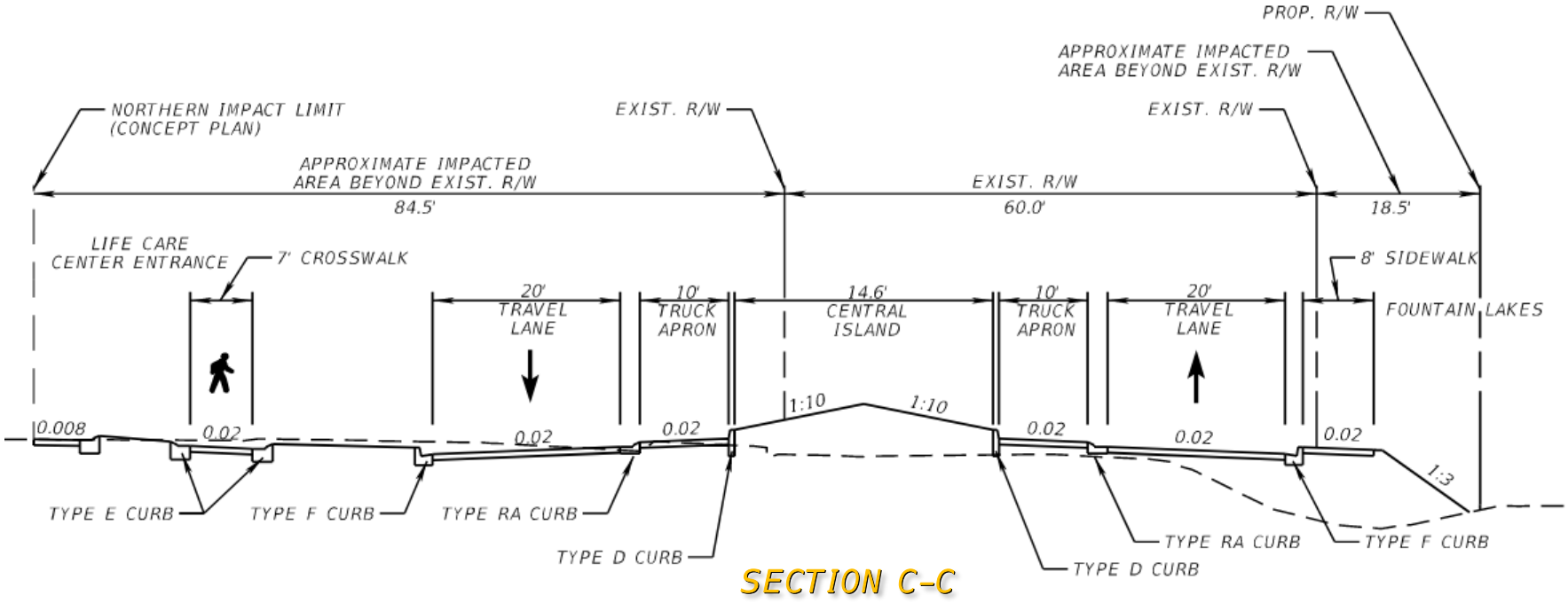
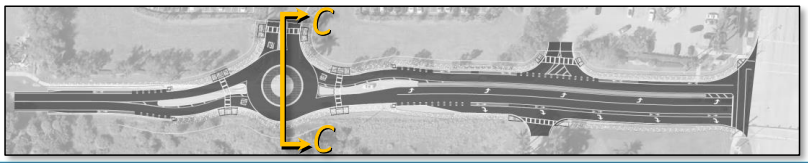


SECTION B-B

CROSS SECTIONS



SECTION C-C



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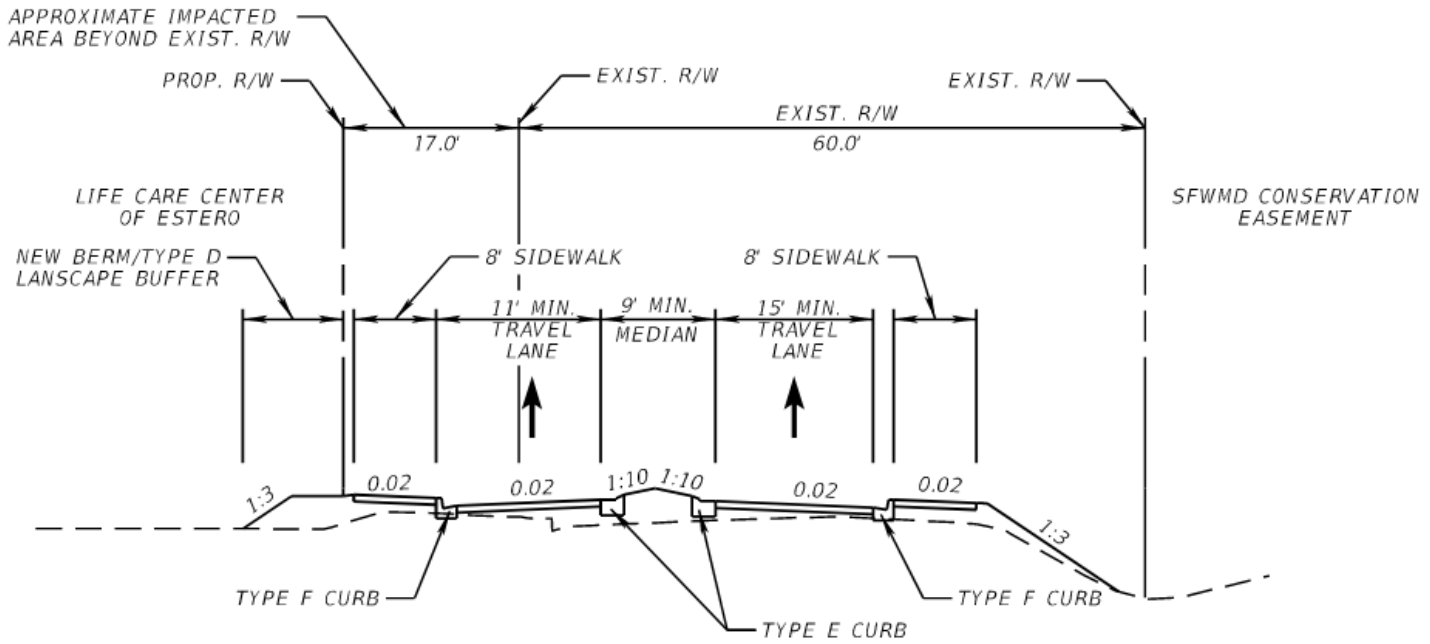
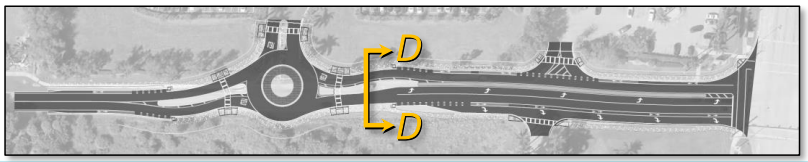


SECTION D-D



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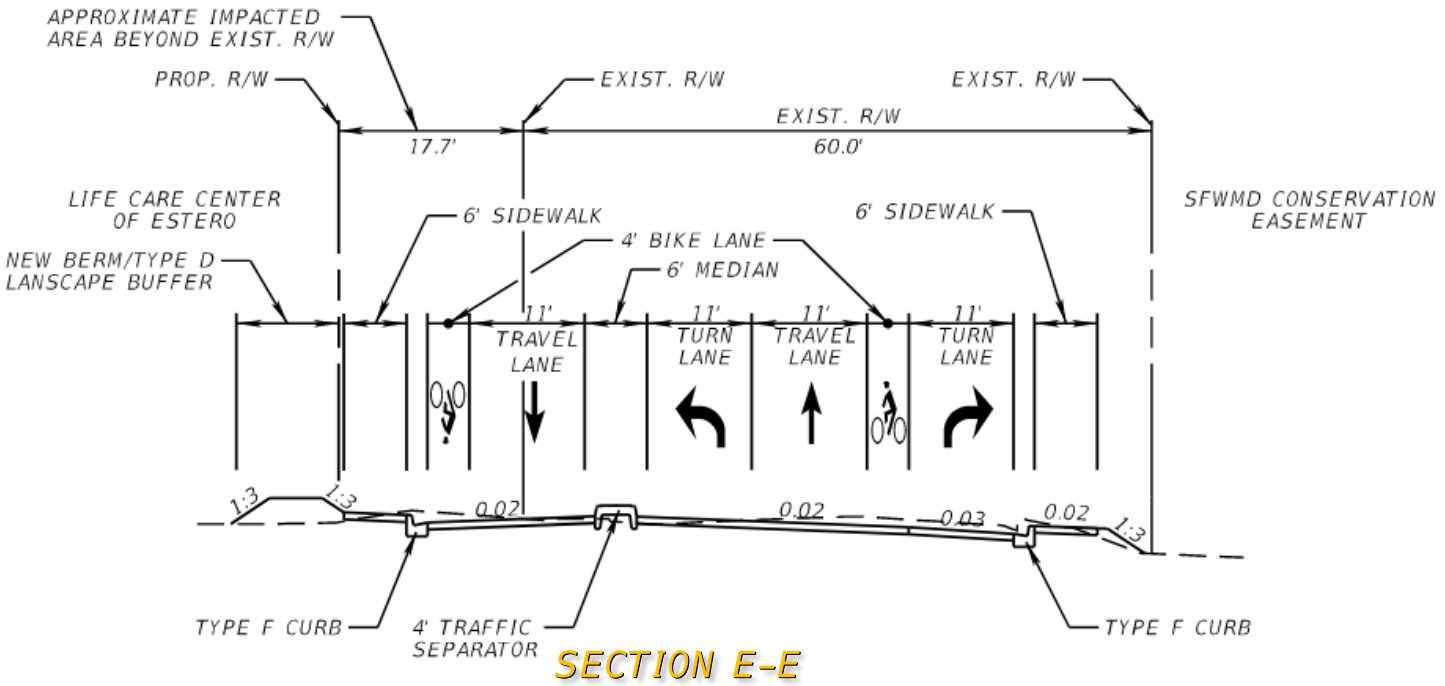

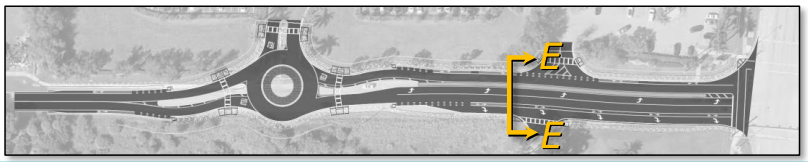

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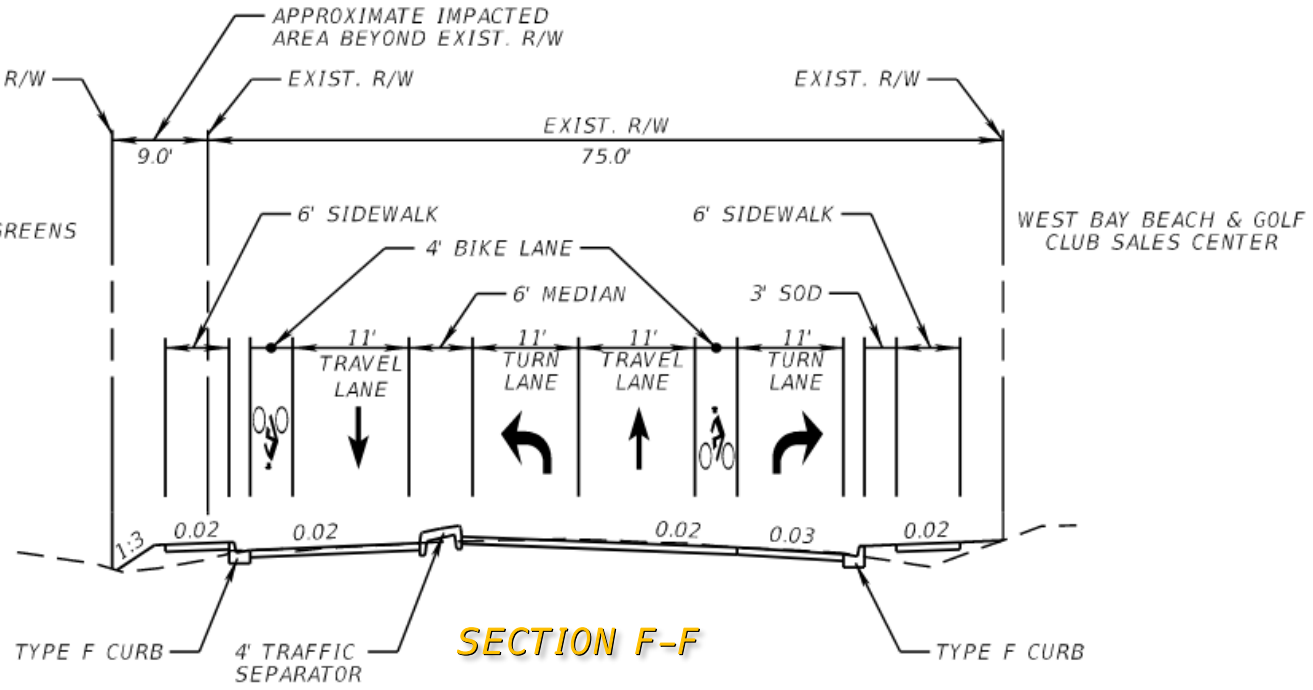


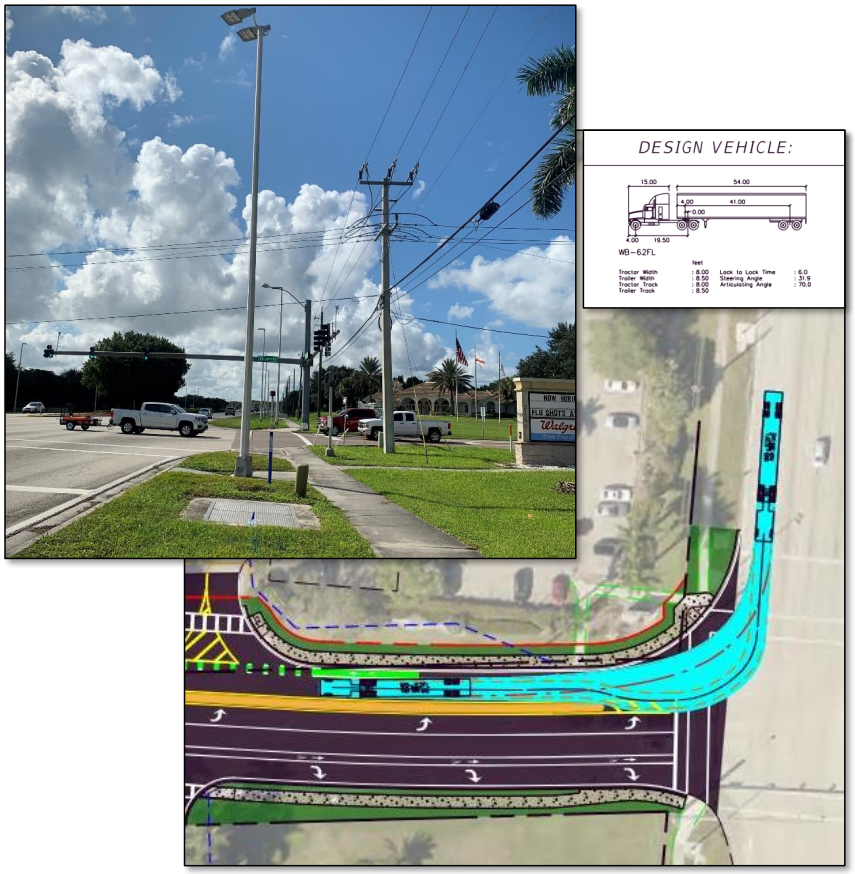
R/W COMPARISON

TOTAL ESTIMATED R/W IMPACTS COMPARISON		
	PRELIMINARY STUDY - 4A (ACRES)	KCA CONCEPT PLAN (ACRES)
LIFE CARE CENTER OF ESTERO	0.312	0.290
FOUNTAIN LAKES	0.012	0.054
WALGREENS	0.085	0.112
WEST BAY SALES CENTER	0.083	-
CONSERVATION AREA	-	-
TOTAL (ACRES)	**0.492**	**0.456**

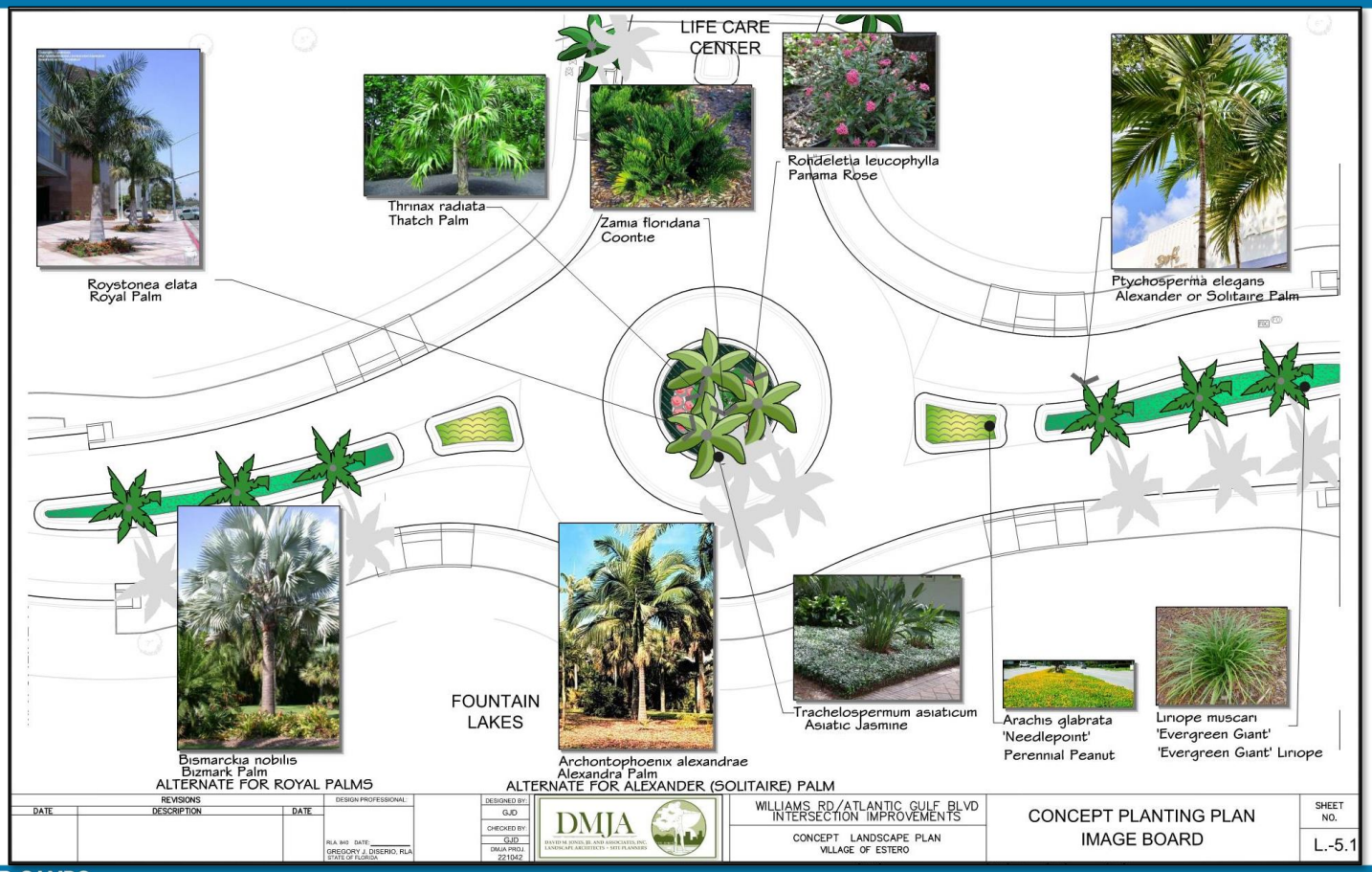
NW CORNER IMPACTS

DESCRIPTION	COST
MOT/MOB (20%)	$9,500
ROADWAY	$23,200
DRAINAGE	$13,000
SIGNING & PAVEMENT MARKINGS	$1,000
PEDESTRIAN SIGNAL (REMOVE/REPLACE)	$4,000
LCDOT PULL BOXES (REMOVE/REPLACE)	$3,100
FDOT LIGHT POLE (RELOCATE)	$3,200
SUBTOTAL	$57,000
CONTINGENCY	$11,400
TOTAL	**$68,300**
FPL POWER POLE RELOCATION(S)*	TBD
R/W AQUISITION	TBD

*PENDING COMPENSABILITY RIGHTS



LANDSCAPE CONCEPT PLAN



KCA KISINGER CAMPO & ASSOCIATES

Williams Rd./Atlantic Gulf Blvd. Intersection Improvements | EC2020-61 | Slide 17

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
November 3, 2021

Agenda Item:

Coconut Road Intersection Improvements Project Update

Description:

West of US 41, Coconut Road is a two lane east/west collector roadway that provides ingress/egress for Estero, Bonita Springs and Lee County residents. While the majority of Coconut Road is located in and owned/operated by the Village of Estero, a large number of vehicles that use the roadway originates outside the Village. There is also a significant amount of proposed new development within the City of Bonita Springs at the western end of Coconut Road.

The Village of Estero hired KCA to study future traffic volumes, identify traffic issues and recommend roadway improvements. This study reviewed existing and future traffic conditions along Coconut Road and determined that future development would cause the intersections at Coconut Shores Drive, Olde Meadowbrook Circle and El Dorado Blvd. to fail. Additional traffic along Coconut Road will create unacceptable levels of service at the three intersections.

To address the expected levels of service KCA recommends installing roundabouts at each intersection to reduce the delay for southbound left turns.

The Village of Estero hired Johnson Engineering to study the intersections and provide design concepts for roundabouts at each intersection. Johnson Engineering also studied the road corridor and provided recommendations for future bicycle and pedestrian improvements.

Johnson Engineering will provide a presentation that summarizes their recommended concepts.

Financial Impact:

Johnson Engineering prepared cost estimates for each of the proposed roundabouts.

- Coconut Shores $801,000
- Olde Meadowbrook $878,000
- El Dorado $938,000

Attachments:

1. PowerPoint Presentation
2. Coconut Preliminary Engineering Report – Johnson Engineering

COCONUT ROAD
PRELIMINARY ENGINEERING REPORT
SAFETY IMPROVEMENT ALTERNATIVES

SEPTEMBER 2021

Prepared for:

Village of ESTERO

9401 Corkscrew Palms Circle
Estero, Florida 33928

Prepared by:

JOHNSON ENGINEERING
2122 Johnson Street
Fort Myers, Florida 33901
(239) 334-0046
EB 642

20203178-001

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Exhibit 6-1	Option 2, Segment 1 - Coconut Road Typical Sections
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Exhibit 8-1	Coconut Road & Coconut Shores Drive Roundabout
Exhibit 8-2	Coconut Road & Olde Meadowbrook Boulevard Roundabout
Exhibit 8-3	Coconut Road & El Dorado Boulevard Roundabout

APPENDICES

Appendix A	Sunshine State One Call of Florida Utility Design Ticket
Appendix B	Option 1, Segment 1 - Conceptual Planning Level Cost Estimate
Appendix C	Option 2, Segment 1 - Conceptual Planning Level Cost Estimate
Appendix D	Option 2, Segment 2 - Conceptual Planning Level Cost Estimate
Appendix E	Coconut Road Roundabouts - Conceptual Planning Level Cost Estimate
Appendix F	Traffic Technical Memorandum Coconut Road from Estero Bay to US 41 prepared by KCA
Appendix G	Turning Movement Counts
Appendix H	Synchro Reports

FIGURES

Figure 4-1	Coconut Road and El Dorado Boulevard Bicycle Lanes
Figure 4-2	Coconut Road and Olde Meadowbrook Boulevard Bicycle Lanes
Figure 4-3	Coconut Road and Coconut Shores Drive Bicycle Lanes (West)
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FIGURES (continued)

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Figure 8-4	Coconut Road and Olde Meadowbrook Boulevard Intersection and 5-Foot Sidewalk
Figure 8-5	Coconut Road and Olde Meadowbrook Boulevard Intersection
Figure 8-6	Coconut Road and El Dorado Boulevard Intersection and Pathway
Figure 8-7	Coconut Road and El Dorado Boulevard Intersection

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EXECUTIVE SUMMARY

This report was prepared for the Village of Estero to analyze potential alternatives for corridor and intersection improvements along Coconut Road, from El Dorado Boulevard to U.S. 41. Potential intersection improvement locations include El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive. An evaluation was performed to assess the cost and feasibility of constructing a roundabout at the potential intersection locations, along with typical section evaluations for a four-lane urban section from Coconut Shores Drive to U.S. 41 and a two-lane rural section from El Dorado Boulevard to Coconut Shores Drive. Typical section evaluations include potential addition of 7-foot bike lanes along the north and south side of Coconut Road or the potential widening of the existing 8-foot sidewalk to a 10-foot multiuse pathway.

The analysis focuses on six primary factors: long range planning, constructability, permitting requirements, environmental impacts, potential utilities, and project costs. For analysis and cost estimation purposes, the project has been divided into the two segments along Coconut Road, El Dorado Boulevard to Coconut Shores Drive and Coconut Shores Drive to U.S. 41. For the roundabout analysis and cost estimations, each roundabout was analyzed separately.

Segment 1 - Coconut Road from El Dorado Boulevard to Coconut Shores Drive

Within Segment 1, Coconut Road is an east-west two-lane undivided roadway with 12-ft travel lanes and a 40-mph speed limit. There are residential communities along the north and south sides of Coconut Road. There is currently an existing 8-ft concrete sidewalk on the south side of Coconut Road outside of the southern right-of-way line. Improvements such as bicycle lanes along the north and south side of Coconut Road and/or a new 10-ft multi-use path along the south side of the roadway, between El Dorado Boulevard and Coconut Shores Drive, would improve bicycle/pedestrian routes between the residential communities west of U.S. 41. This will provide bicyclists and/or pedestrians with a safe route along the corridor and a path to the surrounding businesses along U.S. 41.

Segment 2 - Coconut Road from Coconut Shores Drive to U.S. 41

Within Segment 2, Coconut Road is an east-west two-lane divided roadway with 12-ft travel lanes from Coconut Shores Drive to Walden Center Drive and a four-lane divided roadway from Walden Center Drive to U.S. 41. The posted speed limit within this segment is 40-mph. The existing 8-ft sidewalk along the south side of Coconut Road outside of the southern right-of-way line in Segment 1, continues through Segment 2, to the U.S. 41 intersection. Once the sidewalk approaches the Walden Center Drive intersection, before the U.S. 41 intersection, it becomes within the existing southern right-of-way. There is an additional 5-ft sidewalk along the north side of Coconut Road that begins just east of S. Coconut Island Drive and continues to the U.S. 41 intersection. There are commercial plazas along the south side of Coconut Road and vacant parcels to the north.

The addition of bicycle lanes along the north and south side of Coconut Road and/or a new 10-ft multi-use path along the south side of the roadway, between Coconut Shores Drive and U.S. 41, improve bicycle/pedestrian routes between residential communities to the west. This will provide bicyclists and/or pedestrians with a safe route along the corridor and a path to the surrounding businesses along U.S. 41.

Roundabouts

Along Coconut Road, three intersections have been identified for potential roundabout evaluation. Those intersections along Coconut Road include El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive. Roundabouts at these locations are anticipated to accommodate future traffic volumes and create multimodal connections between the neighborhoods to the north and the sidewalk along the south side of Coconut Road.

Summary

Both typical section options including the buffered bike lanes and pathway widening, along with all three roundabouts were assessed for constructability. This included permitting requirements, environmental impacts, potential utilities, and project costs. A breakdown summary of each segment is provided in **Table 1-1**.

Table 1-1: Summary Matrix

Description	Constructability	Conceptual Opinion of Costs*
Option 1 - Segment 1 Buffered Bike Lanes	Constructible within limits of existing corridor	$2,360,000
Option 1 - Segment 2 Buffered Bike Lanes	Not constructable	N/A
Option 2 - Segment 1 Pathway Widening	Construction within existing P.U.E.	$802,900
Option 2 - Segment 2 Pathway Widening	Construction within existing P.U.E.	$784,000
Coconut Shores Drive Roundabout	Additional Right-of-Way Required	$801,000
Olde Meadowbrook Boulevard Roundabout	Additional Right-of-Way Required	$878,000
El Dorado Boulevard Roundabout	Additional Right-of-Way Required	$938,000

**Costs includes the conceptual planning level cost estimate which includes design, permitting, construction and CEI*

Due to the constructability restraints in Option 1, it is preferred to construct Option 2, the pathway widening. A widened pathway will allow a safe route for bicyclists and pedestrians, while keeping them separated from vehicular traffic. Additionally, it is preferred to construct the roundabouts in order from east to west, Coconut Shores Drive, Olde Meadowbrook Boulevard, then El Dorado. This is due to heavier traffic volumes further east along Coconut Road.

1.0 INTRODUCTION

Coconut Road, from El Dorado Boulevard to U.S. 41, is a local two-lane undivided roadway, with a posted speed limit of 40-mph. This segment of Coconut Road is located on the west side of U.S. 41, in Section 8 and 9, Township 47 South, and Range 25 East in Lee County, Florida. Located within the project limits are existing roadways and driveways providing access to residential communities to the north and south. Currently, there is an existing 8-ft concrete sidewalk along the south of Coconut Road throughout the project limits. The project limits include Coconut Road from El Dorado Boulevard to U.S. 41. **Exhibit 1-1** depicts the project location. As traffic volumes along Coconut Road increase, it causes delays for vehicles exiting the driveways from the north, needing to turn left.

Review of the Village of Estero Bike/Ped Master Plan indicates the need to complete sidewalk connections at various communities and a multi-use path on one side of the road. There is an existing 8-ft concrete sidewalk along the southern right-of-way line of Coconut Road.

With many neighborhoods located on the north side of Coconut Road, roundabouts at the intersections of El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive could help provide pedestrian connectivity to the existing path on the south side of the road.

For analysis and cost estimation purposes, the project has been divided into two segments along Coconut Road: El Dorado Boulevard to Coconut Shores Drive and Coconut Shores Drive to U.S. 41. For the roundabout analysis and cost estimations, each roundabout was analyzed separately.

As part of this study, two typical section options for each segment have been reviewed. The analysis of the typical sections focused on six primary factors: long range planning, constructability, permitting requirements, environmental impacts, potential utilities, and project costs. The typical sections analyzed as part of this study are as follows:

Segment 1 - Coconut Road from El Dorado Boulevard to Coconut Shores Drive

Option 1, Segment 1 considers constructing a 7-ft buffered bicycle lane along the north and south side of Coconut Road, adjacent to the travel lanes.

Option 2, Segment 1 considers constructing a 10-ft asphalt multi-use path along the south side of Coconut Road.

Segment 2 - Coconut Road from Coconut Shores Drive to U.S. 41

Option 1, Segment 2 considers constructing a 7-ft buffered bicycle lane along the north and south side of Coconut Road, adjacent to the travel lanes.

Option 2, Segment 2 considers constructing a 10-ft asphalt multi-use path along the south side of Coconut Road.

Roundabouts

There are three potential roundabouts considered along Coconut Road. These roundabouts are at the intersections of El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive.

1.1 Methodology

A site visit was conducted on November 4, 2020 to assess existing conditions and to identify potential design and construction challenges for the typical sections and roundabouts within each segment. Existing roadway characteristics, utilities, signage, pedestrian facilities, and drainage were documented and photographed.

In order to address the potential impacts of the proposed typical sections and roundabouts, evaluate the feasibility of their construction, and develop conceptual planning level cost estimates, a conceptual design for each was prepared.

To effectively estimate the cost of the proposed facilities, a unit price analysis was conducted. With many variables yet to be determined in the design process, the cost estimates reflected in this report are based solely on conceptual design and should be utilized for preliminary planning purposes only.

As a part of this study, the project has been divided into two segments along Coconut Road with three intersections. **Exhibit 1-1** depicts the project location along with the two segments and three intersections. The segments and intersections analyzed as part of this study are as follows:

- Segment 1 Coconut Road from El Dorado Boulevard to Coconut Shores Drive
- Segment 2 Coconut Road from Coconut Shores Drive to U.S. 41
- Coconut Road and El Dorado Boulevard Roundabout
- Coconut Road and Olde Meadowbrook Boulevard Roundabout
- Coconut Road and Coconut Shores Drive Roundabout

Exhibit 1-1: Coconut Road Location Map

2.0 EXISTING SITE CONDITIONS

Segment 1: Coconut Road from El Dorado Boulevard to Coconut Shores Drive

Within Segment 1, Coconut Road is an east-west two-lane undivided roadway with 12-ft travel lanes and a 40-mph speed limit. There are residential communities along the north and south sides of Coconut Road. There is currently an existing 8-ft concrete sidewalk on the south side of Coconut Road outside of the southern right-of-way line Within Segment 1, there are three intersections for roundabout evaluation, El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive. **Table 2-1** summarizes the existing approach lanes at these intersections. It was observed at each of the three intersections that there is an existing sidewalk connection from the 8-ft sidewalk on the south side of Coconut Road to cross the drainage ditch and on the north side to access the communities. The sidewalk connection at each location did not have a marked crosswalk or receiving sidewalk to the north.

Within Segment 1, the right-of-way shifts from approximately 65-ft, at the beginning of the project limits, to 75-ft, at Springs Creek Road, and 50-ft, just east of the Meadowbrook community to Coconut Shores Drive. Along the south side of Coconut Road there is an existing 25-ft easement which extends from the beginning of the project limits to N. Commons Drive, east of the Coconut Shores community. This is a 25-ft right-of-way easement for Merano Condo Association. This easement ends at the golf course limits (south of Olde Meadowbrook Boulevard) and a new easement does not begin until just east of Spring Creek Road. East of Spring Creek Road is the Pelican Landing DRI 25-ft easement dedicated to Lee County.

Table 2-1: Intersection Descriptions within Segment 1 Corridor

Intersection Approach	Movements	Approach Traffic Control	Adjacent Sidewalk	Crosswalk Locations	PED Signal Locations
Coconut Road at El Dorado Boulevard	Westbound: Shared Thru/Right Eastbound: Shared Thru/Left	None	8-ft path along southside	None	None
El Dorado Boulevard at Coconut Road	Southbound: Shared Left/Right Northbound: N/A	Stop	None	Sidewalk connection from 8-ft sidewalk to unmarked crosswalk across Coconut Road	None
Coconut Road at Olde Meadowbrook Boulevard	Westbound: 1 Thru, 1 Right Turn Eastbound: Shared Thru/Left	None	8-ft path along southside	None	None
Olde Meadowbrook Boulevard at Coconut Road	Southbound: Shared Left/Right Northbound: N/A	Stop	None	Sidewalk connection from 8-ft sidewalk to unmarked crosswalk across Coconut Road	None
Coconut Road at Coconut Shores Drive	Westbound: 1 Thru, 1 Right Turn Eastbound: Shared Thru/Left	None	8-ft path along southside	None	None
Coconut Shores Drive at Coconut Road	Southbound: Shared Left/Right Northbound: N/A	Stop	None	Sidewalk connection from 8-ft sidewalk to unmarked crosswalk across Coconut Road	None

Segment 2: Coconut Road from Coconut Shores Drive to U.S. 41

Within Segment 2, Coconut Road is an east-west two-lane divided roadway with 12-ft travel lanes from Coconut Shores Drive to Walden Center Drive. From Walden Center Drive to U.S. 41, Coconut Road is a four-lane divided roadway. The posted speed limit within this segment is 40-mph. The existing 8-ft sidewalk along the south side of Coconut Road outside of the southern right-of-way line in Segment 1, continues through Segment 2, to the U.S. 41 intersection. There is an additional 5-ft sidewalk along the north side of Coconut Road that begins just east of S. Coconut Island Drive and continues to the U.S. 41 intersection. Once the sidewalk approaches the Walden Center Drive intersection, before the U.S. 41 intersection, it becomes within the existing southern right-of-way There are commercial plazas along the south side of Coconut Road and vacant parcels to the north. Within Segment 2, there are no intersections for roundabout evaluation, however there is a proposed continuation of the four-laning at the U.S. 41 intersection which will impact the Walden Center Drive intersection. **Table 2-2** summarizes the existing approach lanes at this intersection.

Within Segment 2, the right-of-way shifts from approximately 50-ft, at Coconut Shore Drive, to 75-ft, at S. Coconut Island Drive, and 100-ft, from Walden Center Drive to U.S. 41. The easement south of the Segment 2 right-of-way is part of Pelican Landing which allows right-of-way dedication to Lee County if and when requested.

Table 2-2: Intersection Descriptions within Segment 2 Corridor

Intersection Approach	Movements	Approach Traffic Control	Adjacent Sidewalk	Crosswalk Locations	PED Signal Locations
Coconut Road at Walden Center Drive	Westbound: 1 Thru, 1 Right Turn, 1 Left Turn Eastbound: 1 Shared Thru/Right, 1 Left Turn	None	8-ft path along south side, 5-ft sidewalk along north side	1 unmarked along north side, 1 marked along south side	None
Walden Center Drive at Coconut Road	Southbound: 2 Unmarked Lanes Northbound: 1 Left Turn, 1 Right Turn	Stop	None	None	None

3.0 DESIGN PARAMETERS

The design criteria for this preliminary engineering report was based on the *Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, 2018 Edition* (commonly known as the "Florida Greenbook"). A summary of the design criteria for the proposed improvements is provided in **Table 3-1**. Should a future version of the Florida Greenbook be adopted, the design criteria shall be updated accordingly.

Table 3-1: Design Criteria

Design Element	Value Designation
Roadway Classification	Minor Collector
Sidewalk Width	5 Feet Min
Clear Zone	16 Feet (40-mph)
Sidewalk Cross Slope	2% Max
Sidewalk Grade	5% Max

3.1 Village of Estero Bicycle and Pedestrian Master Plan

A review of the Village of Estero Bicycle and Pedestrian Master Plan was completed for recommended improvements along Coconut Road. Recommended improvements include completing sidewalk connections and a shared use path on one side of the road.

3.2 Permitting

South Florida Water Management District (SFWMD)

The existing drainage for Coconut Road from El Dorado Boulevard to U.S. 41 consists of sheet flow from the crowned roadway across grassed shoulders into the adjacent roadside swales. All drainage patterns should be maintained with any future improvements. The runoff from the roadway should continue to sheet flow into the adjacent swales. Proposed modifications to the drainage facilities would likely include possible reconstruction of some of the drainage structures and potentially piping sections of swale. All drainage modifications should be made to provide equivalent conveyance.

A meeting with the SFWMD was conducted June 3, 2021. Based on this meeting, it was determined a minor modification would be required since there are existing permits along this corridor.

3.3 Long Range Transportation Planning

Coconut Road is identified on the Village of Estero Capital Improvement Plan (CIP) for several projects in the vicinity. Intersection improvements at the intersection of U.S. 41 and Coconut Road include signal retiming, extending the eastbound right turn lane, extending the dual westbound left turn lanes, extending the southbound right turn lane, and adding a second

northbound left turn lane. Pedestrian improvements such as installing a crosswalk at Olde Meadowbrook Boulevard to access the sidewalk on the south side of the roadway, extending the sidewalk east of Coconut Shores to their back gate driveway on FPL property, and expanding the existing sidewalk to a wider shared use path are all listed as pedestrian improvements on the CIP. Additionally, the installation of streetlights along Coconut Road west of U.S. 41, should be added to improve safety. Coconut Road is not identified in the Lee County 2045 Long Range Transportation Plan.

3.4 Utilities

The utilities within this corridor include electrical, potable water, sewer, irrigation, gas, fiber, and telecommunication lines. With possible excavation efforts required during construction, some of these utilities may be at risk of being affected. Coordination with the respective utility providers may be required. The potential utility providers within the immediate vicinity of the project, provided by Sunshine State One Call of Florida, are listed in **Table 3-2** and **Appendix A**.

Table 3-2: Potential Utilities Owners within Project Limits

Service Area Name	Contact	Phone Number	Utility Type
Bonita Springs Utilities, Inc.	Andrew Koebel	(239) 390-4820	Sewer, Wastewater, Water
Lee Memorial Health System	Steven Fridh	(239) 343-7952	Fiber
Lee County Signal Department	China Abrams	(239) 533-9500	Communication, Electric, Fiber, Street Lights
CenturyLink	Bill McCloud	(850) 599-1444	Fiber and Telephone
Lee County Irrigation	China Abrahms	(239) 533-9500	Irrigation
Resource Conservation Systems	Ryan Willoughby	(239) 495-5805	Irrigation
Comcast	John Scott Strahn	(561) 227-3417	CATV
Florida Power & Light- Collier	Joel Bray	(386) 586-6403	Electric
Summit Broadband Inc.	Ray Austin	(239) 444-0022	Fiber
Hotwire Communications	Walter Davila	(954) 699-0900	CATV, Fiber, Telephone
Crown Castle NG	Fiberdig Team	(888) 632-0931 x2	Fiber
TECO Peoples Gas- Fort Myers	Joan Domning	(813) 275-3783	Gas

Note: Information provided by Sunshine State One Call of Florida

4.0 OPTION 1, SEGMENT 1 - BUFFERED BIKE LANES COCONUT ROAD FROM EL DORADO BOULEVARD TO COCONUT SHORES DRIVE

Option 1 in Segment 1 consists of adding on street 7-ft buffered bicycle lanes along the north and south side of Coconut Road, adjacent to the travel lanes. The typical sections for the roadway improvements for Option 1, within Segment 1, for Coconut Road can be seen in **Exhibit 4-1**.

4.1 Constructability

Figure 4-1 through **Figure 4-3** shows field inspections observed the following existing conditions along Coconut Road for Option 1 in Segment 1:

- Existing drainage along the north and south side of the corridor
- Existing 8-ft concrete sidewalk on the south side of Coconut Road
- Sidewalk connection, from sidewalk to communities, lacks marked crosswalk and receiving sidewalk landing to the north
- Stop controlled approach on El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive
- Existing utilities/fire hydrants
- Existing signage
- Overhead electric along the south side of the corridor
- Landscaping and walls on the north side of the corridor, close to the roadway

Based on visual inspection during the site visit, on street 7-ft buffered bicycle lanes could be constructed along the north and south side of Coconut Road. Along with the construction of buffered bike lanes, it is recommended to mill and resurface the roadway throughout Segment 1. Within Segment 1 there is an existing 8-ft concrete sidewalk along the south side of Coconut Road.

On street 7-ft buffered bicycle lanes could be constructed along the north and south side of Coconut Road, at the intersection of Coconut Road and El Dorado Boulevard within the existing 65-ft right-of-way (see **Figure 4-1**), at the intersection of Coconut Road and Olde Meadowbrook Boulevard within the existing 75-ft right-of-way (see **Figure 4-2**), and at the intersection of Coconut Road and Coconut Shores Drive within the existing 50-ft right-of-way (see **Figure 4-3**). It is advised that all signage within the project limits be properly adjusted to accommodate the proposed bicycle lanes.

There are existing drainage structures and swales along the north and south side of Coconut Road at the intersection of El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive. If any drainage structures are within the limits of the proposed 7-ft bicycle lanes, it is recommended they be appropriately adjusted to integrate the proposed bike lanes on the north and south side of the corridor. Reconstruction of the swale along the north side of the roadway may be required to comply with an acceptable ADA cross slope of no more than 2%. If this is

not feasible due to the existing right-of-way and utilities, enclosing the swale and providing drainage via pipes and ditch bottom inlets is recommended along this section of roadway.

It was observed there is an absence of detectable warning surfaces, crosswalk markings, and pedestrian crosswalk signage at the existing 5-ft sidewalks at the intersections of El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive. There is also no receiving sidewalk or landing on the north side of Coconut Road. To be compliant with the ADA, it is recommended detectable warning surfaces be added throughout the project limits at all sidewalk ends, and pedestrian crossing signage and 12-in white crosswalk markings be placed at all crossing locations to improve safety for pedestrians and roadway users.

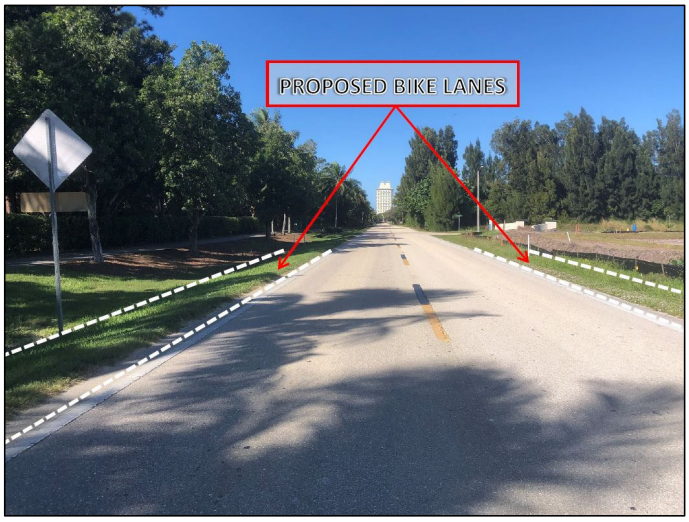

Figure 4-1: Coconut Road and El Dorado Boulevard Bicycle Lanes

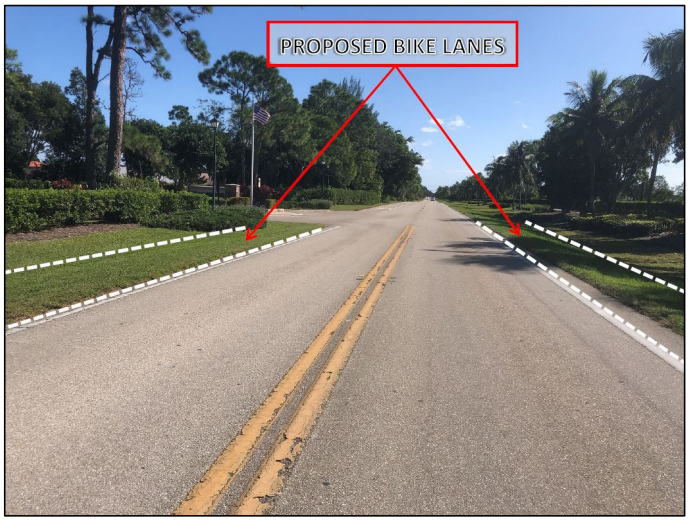

Figure 4-2: Coconut Road and Olde Meadowbrook Boulevard Bicycle Lanes

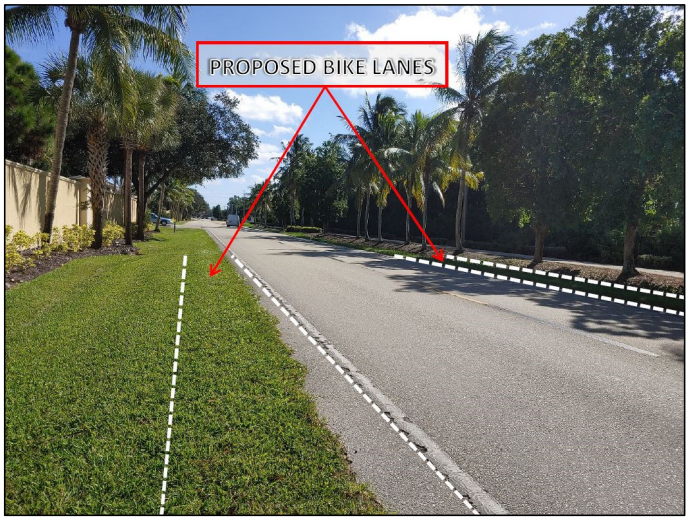

Figure 4-3: Coconut Road and Coconut Shores Drive Bicycle Lanes (West)

4.2 Project Cost Estimate

A conceptual planning level cost estimate was developed for Option 1 in Segment 1 and is summarized in **Table 4-1**. Costs are subdivided into three categories: design/permitting, bicycle lane construction, and administration/construction engineering inspection (CEI). All costs are rough planning level estimates and are subject to change. Supporting documentation of cost analysis is provided in **Appendix B**.

Reasonable and professional judgment was exercised in the development of this opinion of cost; however, since Johnson Engineering has no control over the cost of labor and materials, or over the competitive bidding procedures, the accuracy of this opinion cannot be guaranteed.

Table 4-1: Option 1, Segment 1 - Conceptual Planning Level Cost Estimate

Item	Cost
Design/Permitting*	$ 223,300
Pathway Construction	$1,488,400
Landscaping and Street Lighting	$ 101,300
Administration/CEI*	$ 238,500
Subtotal	**$2,051,500**
Contingency (15%)	$ 308,000
Grand Total	**$2,359,500**

**Assumed Approximately 15% of Construction Related Cost*

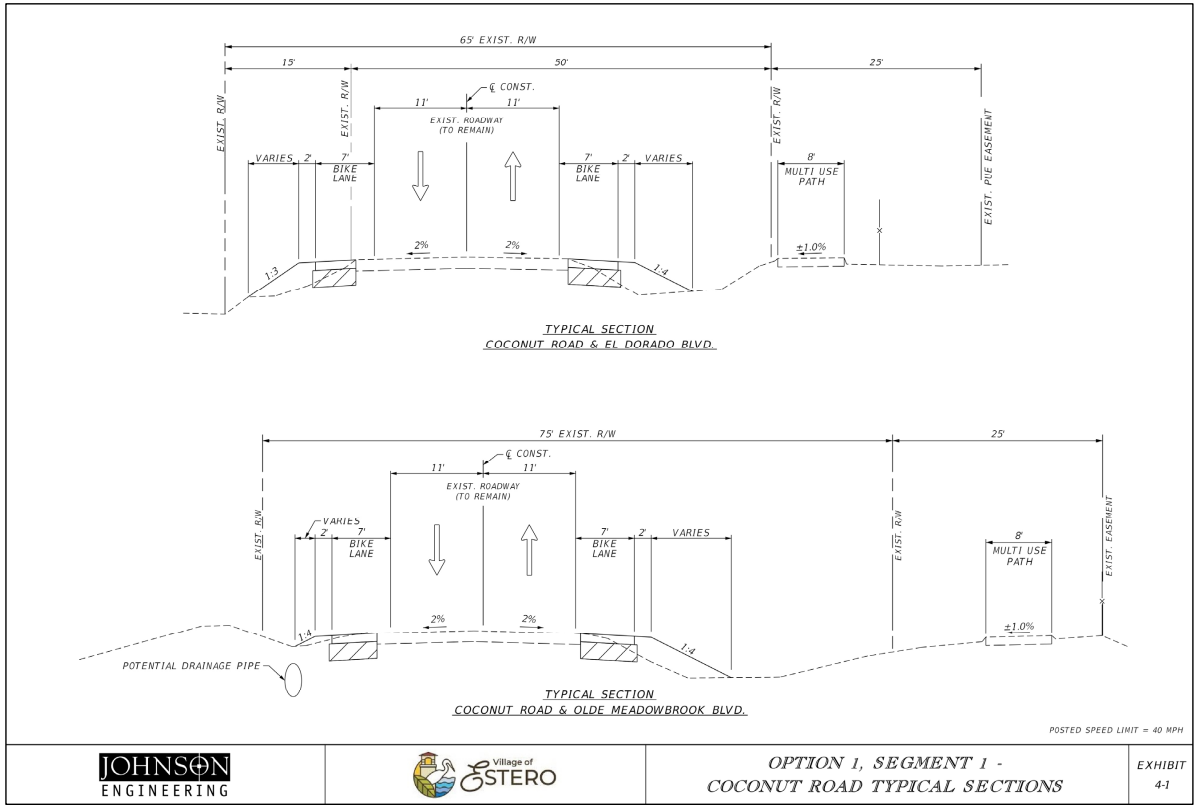

Exhibit 4-1: Option 1, Segment 1 - Coconut Road Typical Sections

5.0 OPTION 1, SEGMENT 2 - BUFFERED BIKE LANES COCONUT ROAD FROM COCONUT SHORES DRIVE TO U.S. 41

Option 1 in Segment 2 consists of adding on street 7-ft buffered bicycle lanes along the north and south side of Coconut Road, adjacent to the travel lanes. The bicycle lanes will continue from Segment 1, at Coconut Shores Drive, and will extend to Walden Center Drive. The typical sections for the roadway improvements for Option 1 in Segment 2, for Coconut Road, can be seen in **Exhibit 5-1**.

5.1 Constructability

Field inspections revealed the following existing conditions along Coconut Road for Option 1 in Segment 2:

- Existing drainage along the north and south side of the corridor
- Existing 8-ft concrete sidewalk on the south side of Coconut Road
- Limited right-of-way
- Stop controlled approach on N. Commons Drive and Walden Center Drive
- Existing 5-ft concrete sidewalk on the north side of Coconut Road
- Existing utilities/fire hydrants
- Existing signage
- Overhead electric along the south side of the corridor

Based on visual inspection during the site visit, on street 7-ft buffered bicycle lanes could not be constructed along the north and south side of Coconut Road due to constrained right-of-way width along the Coconut Shores community. If bike lanes are desired, right-of-way acquisitions would potentially be required along the northern edge of the roadway at Coconut Shores and could result in the removal of the existing barrier wall.

It is recommended to mill and resurface this segment of Coconut Road, along with the resurfacing of Segment 1.

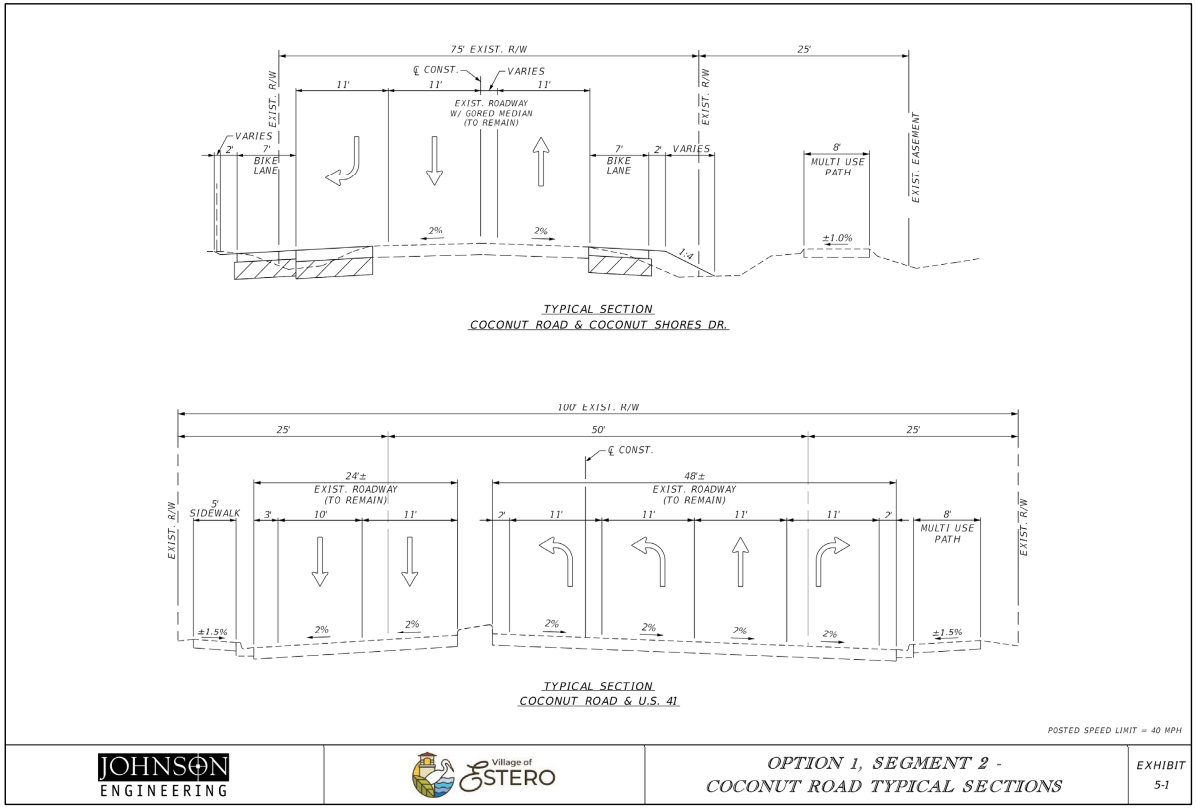

Exhibit 5-1: Option 1, Segment 2 - Coconut Road Typical Sections

6.0 OPTION 2, SEGMENT 1 - MULTI-USE PATH COCONUT ROAD FROM EL DORADO BOULEVARD TO COCONUT SHORES DRIVE

Option 2 in Segment 1 consists of reconstructing the existing sidewalk from 8-ft to a 10-ft multi-use path from El Dorado Boulevard to Coconut Shores Drive. The typical sections for the recommended roadway improvements for Option 2 within Segment 1, for Coconut Road, can be seen in **Exhibit 6-1**.

6.1 Constructability

Figure 6-1 through **Figure 6-6** shows field inspections revealed the following existing conditions along Coconut Road for Option 2 in Segment 1:

- Existing drainage along the north and south side of the corridor
- Existing 8-ft concrete sidewalk on the south side of Coconut Road
- Sidewalk connection from southern sidewalk to communities lacks marked crosswalk and receiving sidewalk landing to the north
- Stop controlled approach on El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive
- Existing utilities/fire hydrants
- Existing signage
- Overhead electric along the south side of the corridor

Based on visual inspection during the site visit, a 10-ft multi-use path could be constructed along the south side of Coconut Road. In **Figure 6-1** and **Figure 6-2**, there is an existing 8-ft concrete sidewalk along the south side of Coconut Road within a 25-ft public utility easement (PUE). This is a 25-ft right-of-way easement for Merano Condo Association. This easement ends at the golf course limits (south of Olde Meadowbrook Boulevard) and a new easement does not begin until just east of Spring Creek Road. East of Spring Creek Road is the Pelican Landing DRI 25-ft easement dedicated to Lee County. At the intersection of El Dorado Boulevard and Coconut Road there is an existing 5-ft sidewalk connecting the El Dorado Acres community, on the north side of Coconut Road, to the southern sidewalk (see **Figure 6-1**). Additionally, at the intersection of Olde Meadowbrook Boulevard and Coconut Road there is an existing 5-ft sidewalk connecting the Meadowbrook community, on the north side of Coconut Road, to the southern sidewalk (see **Figure 6-3** and **Figure 6-4**). At the intersection of Coconut Shores Drive and Coconut Road there is an existing 5-ft sidewalk connecting the Coconut Shores community, on the north side of Coconut Road, to the southern sidewalk (see **Figure 6-5** and **Figure 6-6**).

There are existing drainage structures and swales along the north and south side of Coconut Road (see **Figure 6-1** and **Figure 6-2**). Minimum drainage impacts are anticipated along this section of Coconut Road, as the existing 8-ft sidewalk layout and approximate distance from the roadway is expected to be maintained with the addition of the proposed 10-ft multi-use path.

However, if any drainage structures are within the limits of the proposed 10-ft multi-use path, they will need to be appropriately adjusted.

It was observed there is an absence of detectable warning surfaces, crosswalk markings, and pedestrian crosswalk signage at the existing 5-ft sidewalks at the El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive intersections (see **Figure 6-1**, **Figure 6-4**, and **Figure 6-6**). There is also no receiving sidewalk or landing on the north side of Coconut Road. To be compliant with the ADA, it is recommended detectable warning surfaces be added throughout the project limits at all sidewalk ends and pedestrian crossing signage, and 12-in white crosswalk marking be placed at all crossing locations to improve and aid in establishing a stop condition for roadway users and provide guidance to pedestrians.

Figure 6-1: Coconut Road and El Dorado Boulevard Pathway (West)

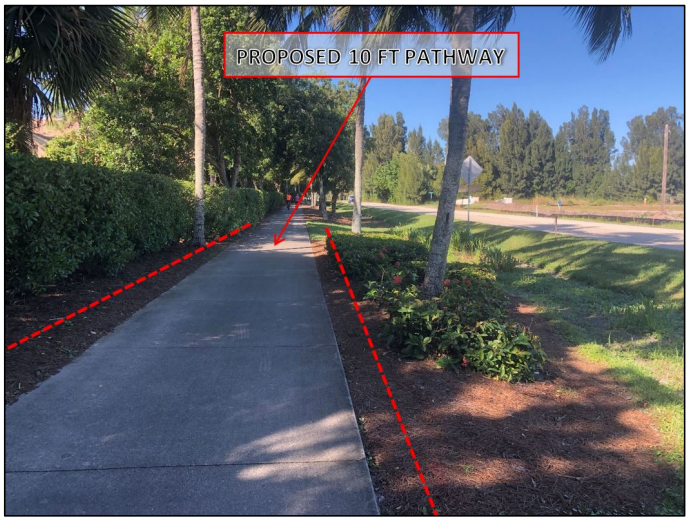

Figure 6-2: Coconut Road and El Dorado Boulevard Pathway (East)

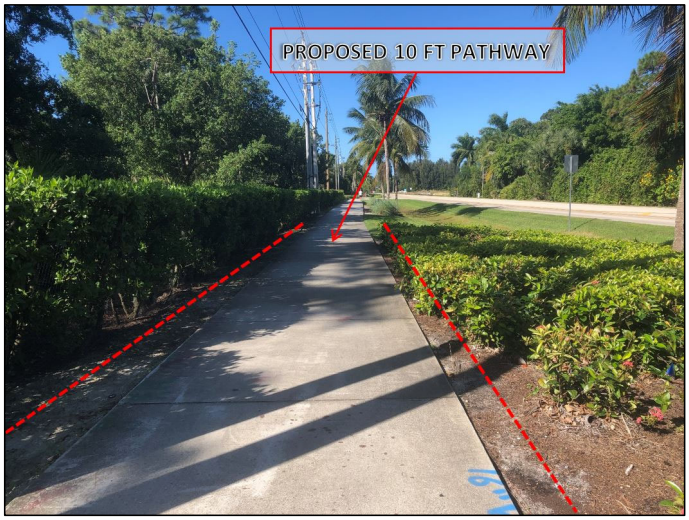

Figure 6-3: Coconut Road and Olde Meadowbrook Boulevard Pathway

Figure 6-4: Coconut Road and Olde Meadowbrook Boulevard 5-Foot Sidewalk

Figure 6-5: Coconut Road and Coconut Shores Drive Pathway

Figure 6-6: Coconut Road and Coconut Shores Drive 5-Foot Sidewalk

6.2 Project Cost Estimate

A conceptual planning level cost estimate was developed for Option 2 in Segment 1 and is summarized in **Table 6-1**. Costs are subdivided into three categories: design/permitting, bicycle lane construction, and administration/CEI. All costs are rough planning level estimates and are subject to change. Supporting documentation of cost analysis is provided in **Appendix C**.

Reasonable and professional judgment was exercised in the development of this opinion of cost; however, since Johnson Engineering has no control over the cost of labor and materials, or over the competitive bidding procedures, the accuracy of this opinion cannot be guaranteed.

Table 6-1: Option 2, Segment 1 - Conceptual Planning Level Cost Estimate

Item	Cost
Design/Permitting*	$ 86,200
Pathway Construction	$ 430,700
Landscaping and Street Lighting	$ 101,300
Administration/CEI**	$ 80,000
Subtotal	**$698,200**
Contingency (15%)	$ 104,700
Grand Total	**$802,900**

**Assumed Approximately 20% of Construction Related Cost*
***Assumed Approximately 15% of Construction Related Cost*

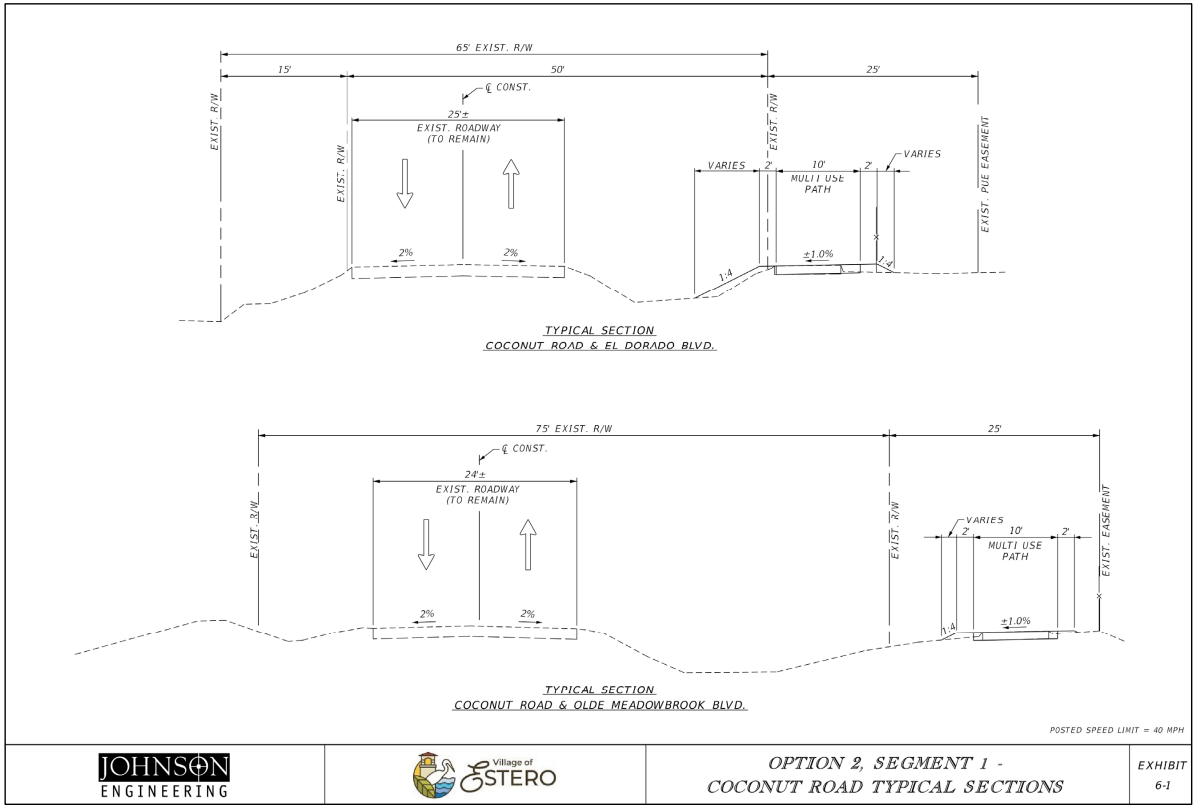

Exhibit 6-1: Option 2, Segment 1 - Coconut Road Typical Sections

7.0 OPTION 2, SEGMENT 2 - MULTI-USE PATH COCONUT ROAD FROM COCONUT SHORES DRIVE TO U.S. 41

Within Segment 2, Coconut Road is an east-west two-lane divided roadway with 12-ft travel lanes from Coconut Shores Drive to Walden Center Drive. From Walden Center Drive to U.S. 41, Coconut Road is a four-lane divided roadway. The posted speed limit within this segment is 40-mph. There is currently an existing 8-ft concrete sidewalk on the south side of Coconut Road along the right-of-way line from Coconut Shores Drive to U.S. 41.

There is an additional 5-ft sidewalk along the north side of Coconut Road that begins east of S. Coconut Island Drive and continues to the U.S. 41 intersection. There are commercial plazas along the south side of Coconut Road and vacant parcels to the north. Within Segment 2, the right-of-way shifts from approximately 50-ft, at Coconut Shore Drive, to 75-ft, at S. Coconut Island Drive, and 100-ft, from Walden Center Drive to U.S. 41.

Option 2 in Segment 2 consists of reconstructing the existing sidewalk from 8-ft to a 10-ft multi-use path from Coconut Shores Drive to Walden Center Drive. The typical sections for the recommended roadway improvements for Option 2, within Segment 2, for Coconut Road can be seen in **Exhibit 7-1**.

7.1 Constructability

Figure 7-1 through **Figure 7-6** shows field inspections revealed the following existing conditions along Coconut Road for Option 2 in Segment 2:

- Existing drainage along the north and south side of the corridor
- Existing 8-ft concrete sidewalk on the south side of Coconut Road
- Stop controlled approach on N. Commons Drive and Walden Center Drive
- Existing utilities/fire hydrants
- Existing signage
- Overhead electric along the south side of the corridor

Based on visual inspection during the site visit, a 10-ft multi-use path could be constructed along the south side of Coconut Road. Within Segment 2, continuing from Segment 1 at the intersection of Coconut Road and Coconut Shores Drive, there is an existing 8-ft concrete sidewalk along the south side of Coconut Road within a 25-ft easement (see **Figure 7-1**). This easement is part of Pelican Landing which allows right-of-way dedication to Lee County if and when requested.

There are existing drainage structures at the intersection of Coconut Shores Drive and swales along the north and south side of Coconut Road. Just east of the Coconut Shores Drive intersection, the swale on the south side of Coconut Road has been piped from Coconut Shores Drive to S. Coconut Island Drive. Minimum drainage impacts are anticipated along this section

of Coconut Road, as the existing 8-ft sidewalk layout and approximate distance from the roadway is expected to be maintained with the addition of the proposed 10-ft multi-use path. However, if any drainage structures are within the limits of the proposed 10-ft multi-use path, they will need to be appropriately adjusted.

Figure 7-1: Coconut Road and Coconut Shores Drive Multi-Use Path

At the intersection of Coconut Road and S. Coconut Island Drive, there is an existing 8-ft sidewalk along the south side of Coconut Road and a 5-ft sidewalk along the north side, east of S. Coconut Island Drive. In **Figure 7-2** and **Figure 7-3**, a 10-ft multi-use path could be constructed along the south side of Coconut Road. At the Walden Center Drive intersection there are existing utilities, therefore it is recommended the proposed 10-ft multi-use path be adjusted to keep from disturbing the existing utilities (see **Figure 7-5**).

It was observed there is an absence of detectable warning surfaces at the turnout across from S. Coconut Island Drive, on the south side of Coconut Road (see **Figure 7-2**). There is also an absence of crosswalk markings and detectable warning surfaces at the Walden Center Drive intersection, on the north and south side of Coconut Road, respectively. To be compliant with the ADA, it is recommended detectable warning surfaces be added throughout the project limits at all sidewalk ends to provide guidance to pedestrians.

Figure 7-3 and **Figure 7-4** indicates there are multiple existing drainage structures along this segment. There is also an open swale along the north side of Coconut Road and an enclosed swale along the south side of the roadway. **Figure 7-4** shows the western most mitered end section connects the enclosed swale at Coconut Shores Drive and ends at the S. Coconut Island

Drive intersection while the eastern most mitered end section and enclosed swale continues east to Walden Center Drive.

The ditch bottom inlet is connected to the mitered end section on the south side of the sidewalk (see **Figure 7-4**). It is recommended the small swale be enclosed and the two mitered end sections be connected via a ditch bottom inlet and directed south to maintain the current flow (see **Figure 7-3** and **Figure 7-4**). If any drainage structures are within the limits of the proposed 10-ft multi-use path, they should be appropriately adjusted.

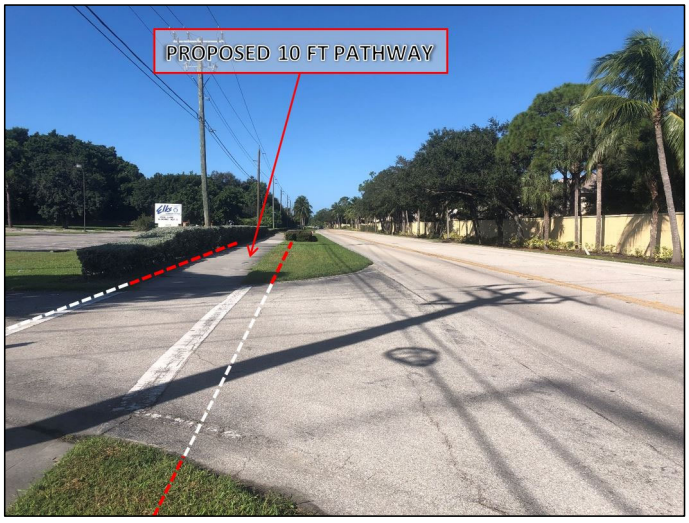

Figure 7-2: Coconut Road and S. Coconut Island Drive Pathway (West)

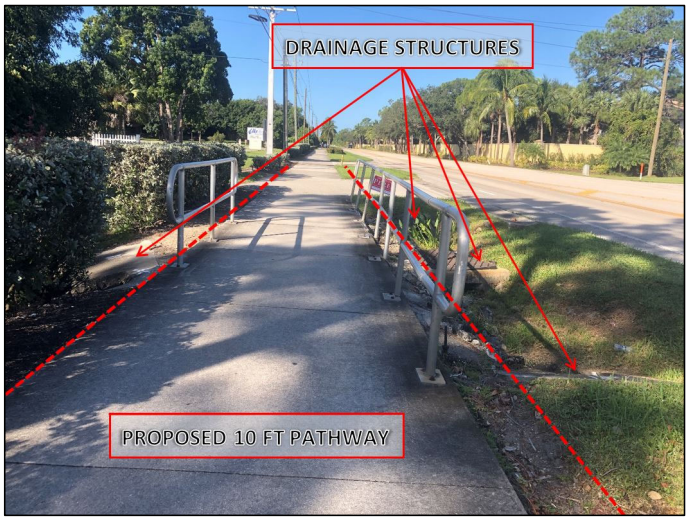

Figure 7-3: Coconut Road and S. Coconut Island Drive Pathway (East)

Figure 7-4: Coconut Road and S. Coconut Island Drive Drainage Structures

Figure 7-5: Coconut Road and Walden Center Drive Pathway

Figure 7-6: Coconut Road and Walden Center Drive 5-Foot Sidewalk

Coconut Road, towards the U.S. 41 intersection, presents limited opportunity for pathway widening. The existing 8-foot concrete sidewalk currently has power poles, drainage structures, and a lift station located off the back of sidewalk. In some areas, the existing 8-foot sidewalk tapers down to approximately 4-feet to allow for some of the drainage structures. Relocation of some power poles, and drainage structures may be required and impacts to the existing lift

station would be expected for the pathway widening in this area. Due to these conflicts, it is recommended the pathway widening terminate at Walden Center Drive and connect to the existing 8-foot sidewalk for the remainder of the segment.

7.2 Project Cost Estimate

A conceptual planning level cost estimate was developed for Option 2 in Segment 2 and is summarized in **Table 7-1**. Costs are subdivided into three categories: design/permitting, multi-use path construction, and administration/CEI. All costs are rough planning level estimates and are subject to change. Supporting documentation of cost analysis is provided in **Appendix D**.

Reasonable and professional judgment was exercised in the development of this opinion of cost; however, since Johnson Engineering has no control over the cost of labor and materials, or over the competitive bidding procedures, the accuracy of this opinion cannot be guaranteed.

Table 7-1: Option 2, Segment 2 - Conceptual Planning Level Cost Estimate

Item	Cost
Design/Permitting*	$ 37,000
Multi-Use Path Construction	$ 148,000
Landscaping and Street Lighting	$ 368,000
Administration/CEI*	$ 129,000
Subtotal	**$682,000**
Contingency (15%)	$ 102,300
Grand Total	**$784,300**

**Assumed Approximately 25% of Construction Related Cost*

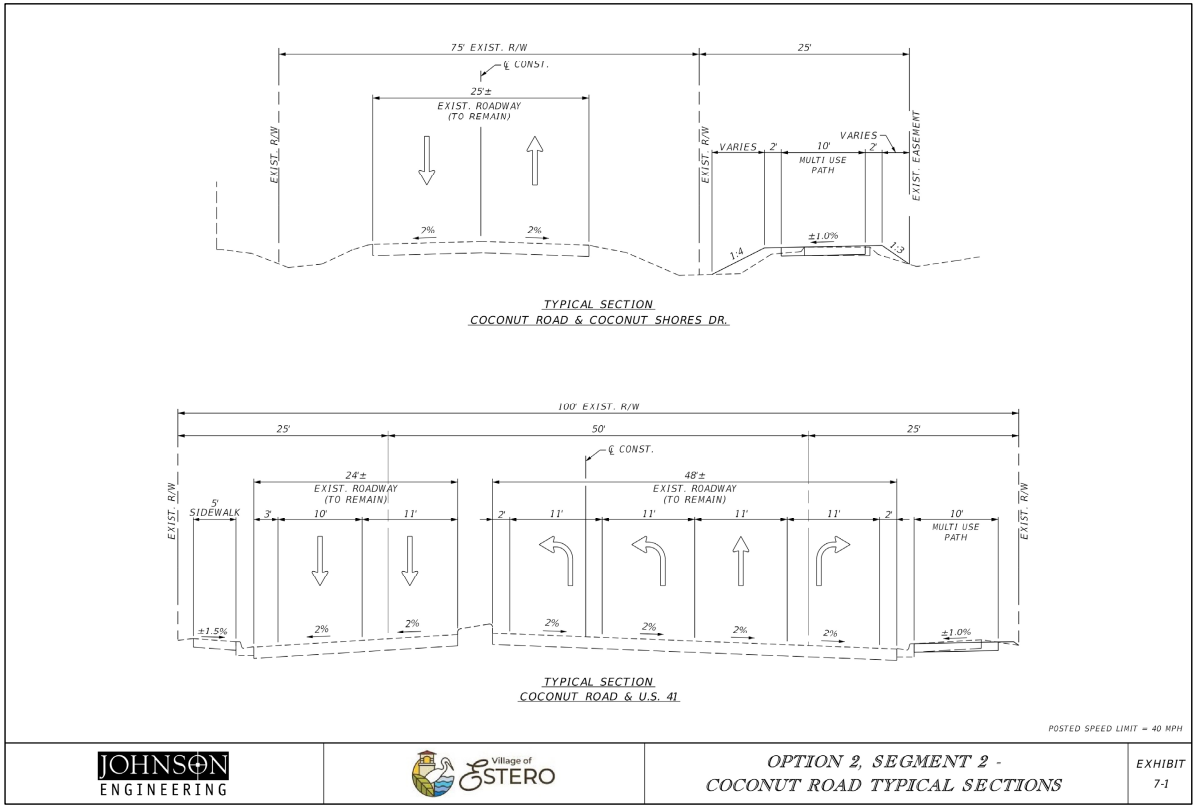

Exhibit 7-1: Option 2, Segment 2 - Coconut Road Typical Sections

8.0 INTERSECTION OPERATIONAL ANALYSIS

Along Coconut Road within the area of study, there are three intersections for roundabout evaluation. The potential roundabout locations to be analyzed are at the intersections of El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive.

A prior study titled Traffic Technical Memorandum Coconut Road from Estero Bay to US 41, prepared by Kisinger Campo & Associates, dated October 2019, (Appendix F) was conducted to assess the existing and future year traffic volumes along Coconut Road in the area of study. Existing traffic volumes were counted at the intersections of El Dorado Boulevard, Spring Creek Road, Olde Meadowbrook Boulevard, and Coconut Shores Drive. Based on the level of service (LOS) analysis performed for existing conditions, the intersections were operating at an acceptable LOS. A future year forecast analysis was performed for future years (2024, 2029, and 2045) with the addition of potential development in the area. Based on the future year LOS analysis, the intersections at El Dorado Boulevard, Meadowbrook Boulevard, and Coconut Shores Drive are anticipated to operate at an unacceptable LOS.

Within the Traffic Technical Memorandum, a signal warrant analysis was completed at these intersections, of which none met the warrants to initiate a traffic signal. A roundabout analysis was completed to determine if a one-lane roundabout would be a viable solution. Based on this analysis completed by Kisinger Campo & Associates, a roundabout would be a feasible solution.

This section evaluates the constructability and practicality of a roundabout at each intersection within this study.

8.1 Constructability - Coconut Shores Drive

At the intersection of Coconut Road and Coconut Shores Drive, there is an existing 8-ft concrete sidewalk along the south side of the roadway within a 25-ft easement. This easement is part of Pelican Landing which allows right-of-way dedication to Lee County if and when requested (see **Figure 8-1**). There is also an existing 5-ft sidewalk connecting the Coconut Shores community on the north side of Coconut Road to the existing southern 10-ft pathway (see **Figure 8-2**). **Exhibit 8-1** shows a single lane roundabout could be constructed at the intersection of Coconut Shores Drive with an inscribed diameter of 105-ft. With the addition of a roundabout at the intersection, the turnout at Coconut Shores Drive will need to be reconstructed along with a section of Coconut Road to incorporate the roundabout. The construction of this roundabout would require the acquisition of additional right-of-way or easements along the northwest, northeast, and south side of the corridor.

It is recommended the existing westbound turn lane at Coconut Shores Drive be removed, as the proposed roundabout will be the primary turning component for incoming traffic to the Coconut Shores community. The existing 8-ft sidewalk on the south side of Coconut Road will need to be reconstructed to better integrate the roundabout. A 6-ft sidewalk, to the east of Coconut Shores

Drive, will also need to be constructed to connect the proposed 10-ft pathway to the proposed landing on the north side of Coconut Road improve the walkability of the intersection. Due to right-of-way restrictions on the south side of Coconut Road, 15-ft of additional right-of-way may be required to construct the 105-ft diameter roundabout at the Coconut Shores Drive intersection (see **Exhibit 8-1**).

There are existing drainage structures at the intersection of Coconut Shores Drive and swales along the north and south side of Coconut Road (see **Figure 8-1** through **Figure 8-3**). The pipe and drainage structures under Coconut Shores Drive and the existing 5-ft sidewalk will need to be appropriately adjusted to accommodate the proposed roundabout, 10-ft pathway, and 6-ft sidewalk on the north and south side of Coconut Road. Due to right-of-way restrictions on the north and south side of the roadway and the optimized roundabout location and diameter, any existing utilities within the proposed project limits should be adjusted to incorporate the roundabout and pedestrian facilities.

It was observed there is an absence of detectable warning surfaces, crosswalk markings, and pedestrian crosswalk signage at the existing 5-ft sidewalk at the Coconut Shores Drive intersection (see **Figure 8-2** and **Figure 8-3**). There is also no receiving sidewalk or landing on the north side of Coconut Road. To be compliant with the ADA, it is recommended detectable warning surfaces be added throughout the project limits at all sidewalk ends and pedestrian crossing signage, and 12-in white crosswalk marking be placed at all crossing locations to improve and aid in establishing a stop condition for roadway users and provide guidance to pedestrians.

Figure 8-1: Coconut Road and Coconut Shores Drive Intersection (South)

Figure 8-2: Coconut Road and Coconut Shores Drive Intersection and 5-Foot Sidewalk

Figure 8-3: Coconut Road and Coconut Shores Drive Intersection (North)

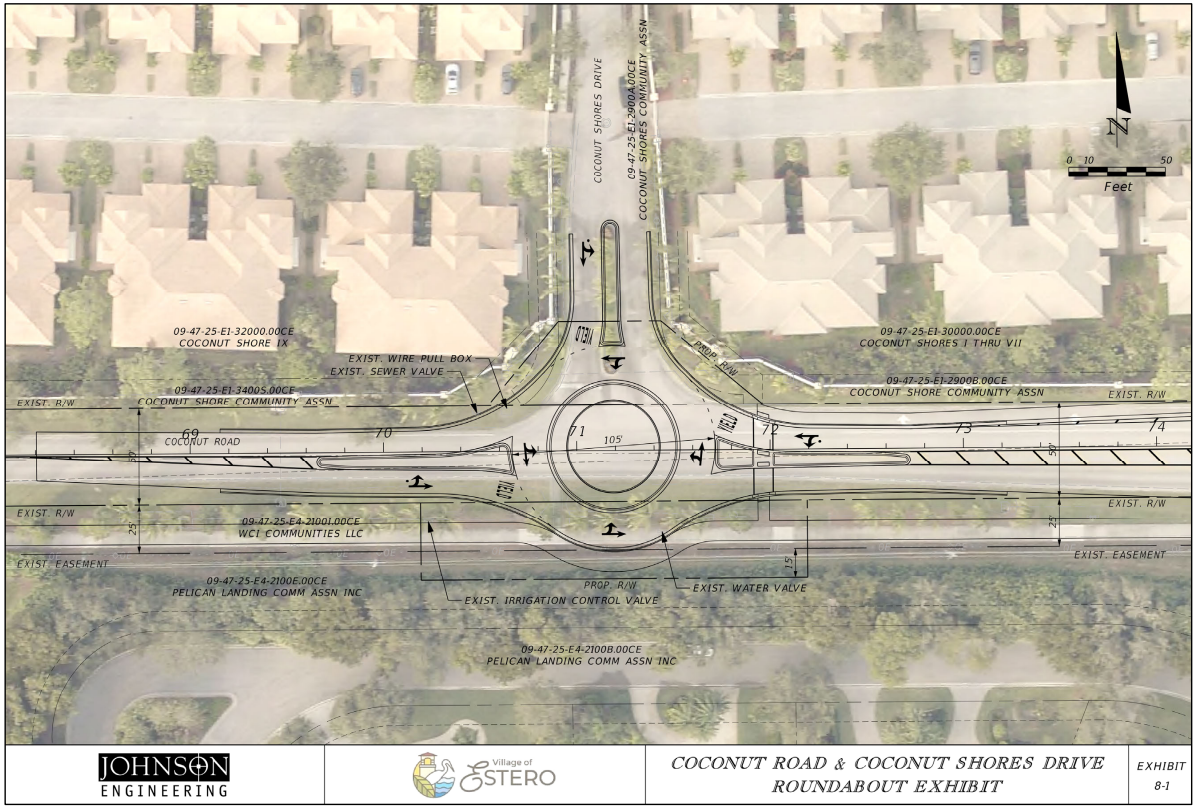

Exhibit 8-1: Coconut Road & Coconut Shores Drive Roundabout

8.2 Constructability - Olde Meadowbrook Boulevard

At the intersection of Coconut Road and Olde Meadowbrook Boulevard, there is an existing 8-ft concrete sidewalk along the south side of the roadway within the 25-ft easement. There is also an existing 5-ft sidewalk connecting the Meadowbrook community on the north side of Coconut Road to the existing southern 10-ft pathway (see **Figure 8-4**). **Exhibit 8-2** shows a single lane roundabout could be constructed at the intersection of Olde Meadowbrook Boulevard with an inscribed diameter of 105-ft. With the addition of a roundabout at the intersection, the turnout at Olde Meadowbrook Boulevard will need to be reconstructed along with approximately 700-ft of Coconut Road to incorporate the roundabout. The construction of this roundabout would require the acquisition of additional right-of-way or easements along the northwest, northeast, and south side of the corridor.

It is recommended that the existing westbound turn lane at Olde Meadowbrook Boulevard be removed, as the proposed roundabout will be the primary turning component for incoming traffic to the Meadowbrook community. The proposed 10-ft pathway on the south side of Coconut Road will need to be reconstructed to better integrate the roundabout. Additionally, 6-ft sidewalks should be constructed to connect the 10-ft pathway to the proposed landings and sidewalks on the north side of Coconut Road (see **Exhibit 8-2**). Landings for pedestrians to cross Olde Meadowbrook Boulevard and improve the walkability of the intersection will need to be incorporated into the design.

There are existing drainage structures at the intersection of Olde Meadowbrook Boulevard and swales along the north and south side of Coconut Road (see **Figure 8-4** and **Figure 8-5**). The pipe and drainage structures under Olde Meadowbrook Boulevard and the existing 5-ft sidewalk will need to be appropriately adjusted to accommodate the proposed roundabout, 10-ft pathway, and 6-ft sidewalks on the north and south side of Coconut Road. Due to right-of-way restrictions on the north and south side of the roadway and the optimized roundabout location and diameter, any existing utilities within the proposed project limits will need to be adjusted to incorporate the roundabout and pedestrian facilities.

It was observed there is an absence of detectable warning surfaces, crosswalk markings, and pedestrian crosswalk signage at the existing 5-ft sidewalk at the Olde Meadowbrook Boulevard intersection (see **Figure 8-4**). There is also no receiving sidewalk or landing on the north side of Coconut Road. To be compliant with the ADA, it is recommended detectable warning surfaces be added throughout the project limits at all sidewalk ends and pedestrian crossing signage, and 12-in white crosswalk marking be placed at all crossing locations to improve and aid in establishing a stop condition for roadway users and provide guidance to pedestrians.

Figure 8-4: Coconut Road and Olde Meadowbrook Boulevard Intersection and 5-Foot Sidewalk

Figure 8-5: Coconut Road and Olde Meadowbrook Boulevard Intersection

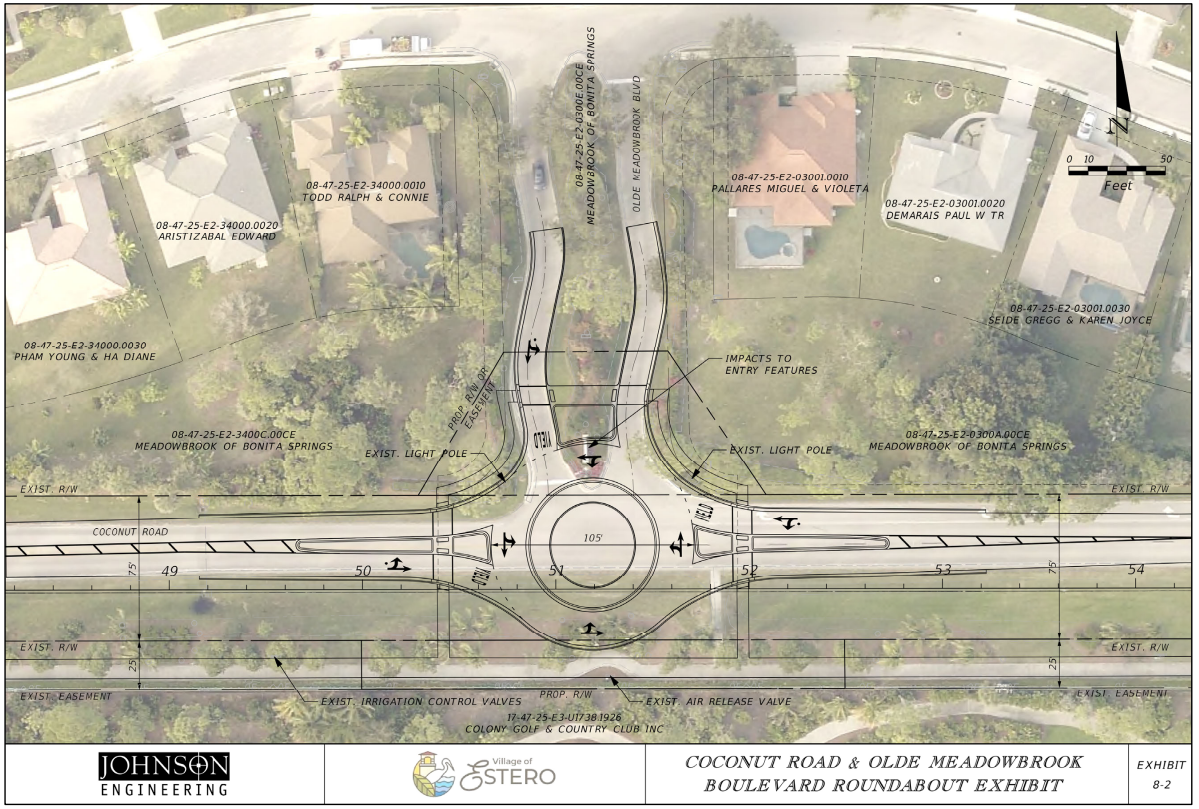

Exhibit 8-2: Coconut Road & Olde Meadowbrook Boulevard Roundabout

8.3 Constructability - El Dorado Boulevard

As shown in **Figure 8-6**, at the intersection of Coconut Road and El Dorado Boulevard there is an existing 8-ft concrete sidewalk along the south side of the roadway within a 25-ft PUE. There is also an existing 5-ft sidewalk connecting the El Dorado Acres community on the north side of Coconut Road to the existing southern 8-ft sidewalk. **Exhibit 8-3** shows a single lane roundabout could be constructed at the intersection of El Dorado Boulevard with an inscribed diameter of 105-ft. With the addition of a roundabout at this intersection, the turnout at El Dorado Boulevard will need to be reconstructed along with approximately 600-ft of Coconut Road to incorporate the roundabout. The construction of this roundabout would require the acquisition of additional right-of-way or easements on the north and south side of the roadway.

The existing 8-ft sidewalk on the south side of Coconut Road will need to be reconstructed to better integrate the roundabout. Crosswalks will need to be constructed to connect the 10-ft pathway to the proposed landings and sidewalks on the north side of Coconut Road (see **Exhibit 8-3**). There would also need to be a landing for pedestrians to cross El Dorado Boulevard and to improve the walkability of the intersection.

There are existing drainage structures at the intersection of El Dorado Boulevard and swales along the north and south side of Coconut Road (see **Figure 8-6** and **Figure 8-7**). The pipe and drainage structures under El Dorado Boulevard and the existing 5-ft sidewalk should be appropriately adjusted to accommodate the proposed roundabout, 10-ft pathway, and 6-ft sidewalks on the south and north sides of Coconut Road. Due to right-of-way restrictions on the north and south side of the roadway and the optimized roundabout location and diameter, any existing utilities within the proposed project limits need to be adjusted to incorporate the roundabout and pedestrian facilities.

Figure 8-6: Coconut Road and El Dorado Boulevard Intersection and Pathway

Figure 8-7: Coconut Road and El Dorado Boulevard Intersection

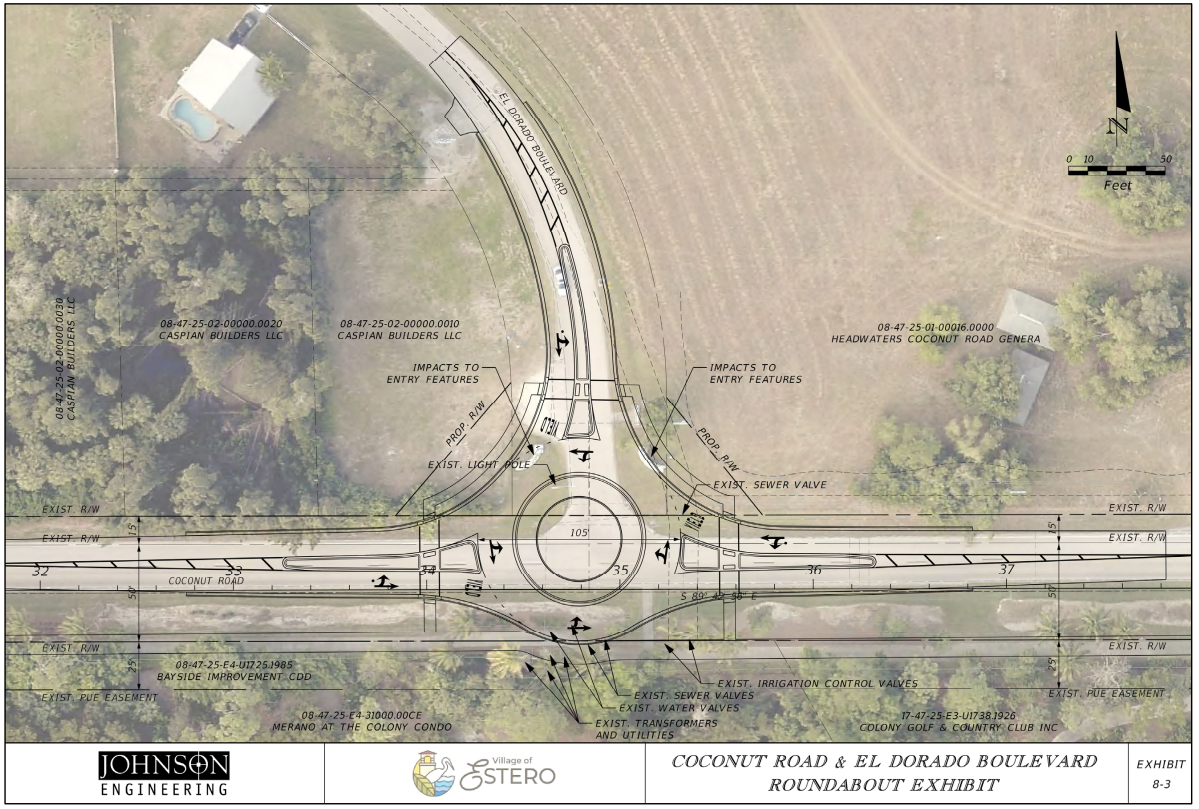

Exhibit 8-3: Coconut Road & El Dorado Boulevard Roundabout

8.4 Roundabout Cost Estimates

Conceptual planning level cost estimates were developed for each of the three roundabouts analyzed and is summarized in **Table 8-1** through **Table 8-3**. Costs are subdivided into three categories: design/permitting, roundabout construction, and administration/CEI and do not include utility relocation costs. All costs are rough planning level estimates and are subject to change. Additional costs for any necessary right-of-way acquisitions would be in addition to these prices. Supporting documentation of cost analysis is provided in **Appendix E**.

Reasonable and professional judgment was exercised in the development of this opinion of cost; however, since Johnson Engineering has no control over the cost of labor and materials, or over the competitive bidding procedures, the accuracy of this opinion cannot be guaranteed.

Table 8-1: Coconut Shores Drive Roundabout - Conceptual Planning Level Cost Estimate

Item	Cost
Design/Permitting*	$ 99,500
Roundabout Construction	$ 497,400
Administration/CEI*	$ 99,500
Utility Relocations	TBD
Subtotal	**$696,400**
Contingency (15%)	$ 104,500
Grand Total	**$800,900**

**Assumed Approximately 20% of Construction Related Cost*

Table 8-2: Olde Meadowbrook Boulevard Roundabout - Conceptual Planning Level Cost Estimate

Item	Cost
Design/Permitting*	$ 109,100
Roundabout Construction	$ 545,600
Administration/CEI*	$ 109,100
Utility Relocations	TBD
Subtotal	**$763,800**
Contingency (15%)	$ 114,600
Grand Total	**$878,400**

**Assumed Approximately 20% of Construction Related Cost*

Table 8-3: El Dorado Boulevard Roundabout - Conceptual Planning Level Cost Estimate

Item	Cost
Design/Permitting*	$ 116,500
Roundabout Construction	$ 582,500
Administration/CEI*	$ 116,500
Utility Relocations	TBD
Subtotal	**$815,500**
Contingency (15%)	$ 122,300
Grand Total	**$937,800**

**Assumed Approximately 20% of Construction Related Cost*

9.0 U.S. 41 INTERSECTION OPERATIONAL ANALYSIS

With the addition of future traffic anticipated in the Kisinger Campo & Associates study, plus the added traffic from development on the Lee Health property located on U.S. 41 and Coconut Road, the intersection of U.S. 41 eastbound may suffer potential additional delays. Using existing turning movement counts collected by Johnson Engineering on December 17, 2020 (**Appendix G**) and the added traffic from the Kisinger Campo & Associates study a projected traffic Synchro Model was developed to assess the future conditions of the eastbound traffic and if future improvements should be considered.

Potential future improvements at the intersection to alleviate eastbound traffic congestion include converting the dual left turn lane, single thru lane, and single right turn lane to a dual left turn lane, single shared thru/left lane, and a single right turn lane. Using Synchro Studio 11, existing conditions and potential left turn lane improvements were analyzed (see **Appendix H**). Based on the results of these analyses, the left turn lane improvements appear to have negative influence on the approach (see **Table 9-1**). This may be due to the high number of thru movements and introducing split phasing.

Table 9-1: Synchro Existing vs Left Turn Lane Improvements

Intersection	Existing 2020 AM Peak Hour Traffic				
	Average Intersection Delay (Sec/Veh)	Eastbound Approach			Intersection LOS
		LOS	Queue Length 95th (ft)	Delay	
Coconut Road and U.S. 41	52	F	223	82.8	D
Intersection	**Existing 2020 AM Peak Hour Traffic with added Eastbound Coconut Road Projected Traffic**				
	Average Intersection Delay (Sec/Veh)	**Eastbound Approach**			**Intersection LOS**
		LOS	**Queue Length 95th (ft)**	**Delay**	
Coconut Road and U.S. 41	53.1	F	354	90.2	D

APPENDIX A

SUNSHINE STATE ONE CALL OF FLORIDA UTILITY DESIGN TICKETS

Ticket : 321006014 Rev:000 Taken: 11/16/20 14:59ET

State: FL Cnty: LEE GeoPlace: BONITA SPRINGS
CallerPlace: BONITA SPRINGS
Subdivision:

Address :
Street : COCONUT RD
Cross 1 : DRAINE ST
Within 1/4 mile: Y
Cross 2 : S TAMIAMI TRL

Locat: DESIGN REQUEST FOR BOTH SIDES OF COCONUT RD FROM DRAINE ST TO S TAMIAMI TRL (SR 45)
:
Remarks : IN RESPONSE TO RECEIPT OF A DESIGN TICKET, SSOCOF PROVIDES THE ORIGINATOR OF THE DESIGN TICKET WITH A LIST OF SSOCOF MEMBERS IN THE VICINITY OF THE DESIGN PROJECT. SSOCOF DOES NOT NOTIFY SSOCOF MEMBERS OF THE RECEIPT BY SSOCOF OF A DESIGN TICKET. IT IS THE SOLE RESPONSIBILITY OF THE DESIGN ENGINEER TO CONTACT SSOCOF MEMBERS TO REQUEST INFORMATION ABOUT THE LOCATION OF SSOCOF MEMBERS' UNDERGROUND FACILITIES. SUBMISSION OF A DESIGN TICKET WILL NOT SATISFY THE REQUIREMENT OF CHAPTER 556, FLORIDA STATUTES, TO NOTIFY SSOCOF OF AN INTENT TO EXCAVATE OR DEMOLISH. THAT INTENT MUST BE MADE KNOWN SPECIFICALLY TO SSOCOF IN THE MANNER REQUIRED BY LAW. IN AN EFFORT TO SAVE TIME ON FUTURE CALLS, SAVE YOUR DESIGN TICKET NUMBER IF YOU INTEND TO BEGIN EXCAVATION WITHIN 90 DAYS OF YOUR DESIGN REQUEST. THE DESIGN TICKET CAN BE REFERENCED, AND THE INFORMATION ON IT CAN BE USED TO SAVE TIME WHEN YOU CALL IN THE EXCAVATION REQUEST.
*** LOOKUP BY MANUAL ***
:
Grids : 2623A8148A 2623A8148B 2623A8149A 2623A8149B 2623A8149C
Grids : 2623A8149D 2623A8150D

Work date: 11/16/20 Time: 14:59ET Hrs notc: 000 Category: 6 Duration: UNKNOWN
Due Date : 11/18/20 Time: 23:59ET Exp Date : 12/16/20 Time: 23:59ET
Work type: DESIGN Boring: N White-lined: N
Ug/Oh/Both: U Machinery: N Depth: UNK Permits: N N/A
Done for : DESIGN

Company : JOHNSON ENGINEERING Type: CONT
Co addr : 2122 JOHNSON ST
City : FT MYERS State: FL Zip: 33901
Caller : JENNIFER CHROVIAN Phone: 239-334-0046 Ext: 2463
Contact : LEAH HOLMES Phone: 239-334-0046
BestTime: 8AM TO 5PM
Mobile : 239-745-8601
Fax : 239-334-3661
Email : JLC@JOHNSONENG.COM

Submitted: 11/16/20 14:59ET Oper: JEN Chan: WEB
Mbrs : BSU791 CNTL01 CTV413 FPLLEE HC1660 HS2059 KC1538 LC1245 LC1888 NN1882
Mbrs : PGSSW RCS831

** There aren't any Excavator comments, so the column is omitted **

Ex. Circum	Service Area	Utility Type(s)	Contact	Alt. Contact	Emergency Contact	Positive Response
No	BONITA SPRINGS UTILITIES, INC. BSU791	SEWER, WASTEWATER, WATER	ANDREW KOEBEL (239) 390-4820	VALERIE VILLANUEVA (239) 390-4824	MIKE PRESCOTT (239) 872-6228	
No	CENTURYLINK CNTL01	FIBER, TELEPHONE	BILL MCCLOUD (850) 599-1444	THOMAS STURMER (720) 578-8090	TAC CENTER (800) 778-9140	
No	COMCAST CTV413	CATV	JOHN SCOTT STRAHN (561) 227-3417		USIC DISPATCH (800) 778-9140	
No	FLORIDA POWER & LIGHT--LEE FPLLEE	ELECTRIC	JOEL BRAY (386) 586-6403		USIC DISPATCH CENTER (800) 778-9140	
No	HOTWIRE COMMUNICATIONS HC1660	CATV, FIBER, TELEPHONE	WALTER DAVILA (954) 699-0900	RALPH HERRERA (954) 628-7023	NOC / OAIS HASSANZADA (CALL IF NO RESPONSE FROM NOC) (561) 288-9188 x6	
No	LEE MEMORIAL HEALTH SYSTEM HS2059	FIBER	STEVEN FRIDH (239) 343-7952		STEVEN FRIDH (239) 343-7952	
No	SUMMIT BROADBAND INC. KC1538	FIBER	MIKE REBER (239) 821-2670	RAYMOND AUSTIN		
No	LEE COUNTY SIGNAL DEPARTMENT LC1245	COMMUNICATION LINES, ELECTRIC, FIBER, STREET LIGHTS	CHINA ABRAMS (239) 533-9500		CHINA ABRAMS (239) 533-9500	
No	LEE COUNTY IRRIGATION LC1888	IRRIGATION	CHINA ABRAMS (239) 533-9500	BOB DEBROCK** (239) 533-9400		
No	CROWN CASTLE NG NN1882	FIBER	FIBERDIG TEAM (888) 632-0931 x2		CROWN CASTLE FIBER NOC (855) 933-4237 x1	
No	TECO PEOPLES GAS - FT MYERS PGSSW	GAS	JOAN DOMNING (813) 275-3783	SHARON BECK (813) 853-9337	TECO PEOPLES GAS CUSTOMER SERVICE** (877) 832-6747	
No	RESOURCE CONSERVATION SYSTEMS RCS831	IRRIGATION	RYAN WILLOUGHBY (239) 495-5805	RYAN WILLOUGHBY (239) 495-5805	RYAN WILLOUGHBY (239) 495-5805	

APPENDIX B

OPTION 1, SEGMENT 1 - CONCEPTUAL PLANNING LEVEL COST ESTIMATE

CONCEPTUAL PLANNING LEVEL COST ESTIMATE

OPTION 1, SEGMENT 1 – COCONUT ROAD (PROPOSED 7 FT BIKE LANES)

EL DORADO BOULEVARD TO COCONUT SHORES DRIVE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
DESIGN ITEMS				
DESIGN / PERMITTING (Assumed 15% of Construction)	LS	1	$ 223,258.44	$ 223,258.44
DESIGN SUBTOTAL				**$ 223,258.44**
CONSTRUCTION ITEMS				
MOBILIZATION	LS	1	$ 90,000.00	$ 90,000.00
MAINTENANCE OF TRAFFIC	LS	1	$ 30,000.00	$ 30,000.00
SEDIMENT BARRIER (SILT FENCE)	LF	10,400	$ 2.50	$ 26,000.00
FLOATING TURBIDITY BARRIER	LF	156	$ 15.00	$ 2,340.00
INLET PROTECTION SYSTEM	EA	6	$ 130.00	$ 780.00
CLEARING & GRUBBING	LS	1	$ 25,000.00	$ 25,000.00
MAILBOX, F&I, SINGLE	EA	3	$ 170.00	$ 510.00
REGULAR EXCAVATION	CY	3,170	$ 32.00	$ 101,440.00
EMBANKMENT	CY	1,875	$ 35.00	$ 65,625.00
TYPE B STABILIZATION (12" THICK)	SY	9,310	$ 8.00	$ 74,480.00
OPTIONAL BASE GROUP 12	SY	7,505	$ 25.00	$ 187,625.00
MILLING EXIST. ASPHALT PAVEMENT, 1.5" AVG. DEPTH (SEGMENTS 1 & 2)	SY	36,291	$ 4.00	$ 145,164.00
SP 12.5 STRUCTURAL COURSE (TRAFFIC C) (1.5" THICK) MAINLINE, SEGMENTS 1 & 2	TN	2,994	$ 125.00	$ 374,250.00
SP 12.5 STRUCTURAL COURSE (TRAFFIC C) (1.5" THICK) BIKE LANE	TN	586	$ 125.00	$ 73,250.00
INLETS, DT BOT, TYPE C, <10'	EA	15	$ 5,000.00	$ 75,000.00
INLETS, DT BOT, TYPE D, <10'	EA	1	$ 4,500.00	$ 4,500.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	990	$ 90.00	$ 89,100.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	120	$ 100.00	$ 12,000.00
MITERED END SECTION, 18"	EA	14	$ 1,800.00	$ 25,200.00
MITERED END SECTION, 24"	EA	7	$ 2,000.00	$ 14,000.00
CONCRETE CURB & GUTTER, TYPE F	LF	700	$ 25.00	$ 17,500.00
SIDEWALK / DRIVEWAY CONCRETE, 6" THICK	SY	236	$ 60.00	$ 14,184.00
DETECTABLE WARNINGS, YELLOW	SF	247	$ 30.00	$ 7,410.00
PERFORMANCE TURF - SOD	SY	4,820	$ 2.50	$ 12,050.00
SINGLE POST SIGN, RELOCATE	AS	19	$ 250.00	$ 4,750.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	2.446	$ 1,400.00	$ 3,424.12
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	807	$ 2.00	$ 1,613.40
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 24"	LF	218	$ 4.00	$ 871.20
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.085	$ 1,200.00	$ 101.52
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL (BIKE SYMBOL)	EA	29	$ 55.00	$ 1,595.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW (LEFT DIRECTIONAL ARROW)	EA	14	$ 75.00	$ 1,050.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW (RIGHT DIRECTIONAL ARROW)	EA	8	$ 75.00	$ 600.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW (BIKE THRU ARROW)	EA	29	$ 75.00	$ 2,175.00
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	1.673	$ 1,400.00	$ 2,342.76
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	554	$ 4.00	$ 2,216.80
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SKIP, 6" (10/30)	GM	0.456	$ 530.00	$ 241.79
CONSTRUCTION SUBTOTAL				**$ 1,488,389.59**
CONSTRUCTION SERVICES				
CONSTRUCTION ENGINEERING INSPECTION / CONSTRUCTION ADMINISTRATION (Assumed 15% of Construction)	LS	1	$ 223,258.44	$ 223,258.44
CONSTRUCTION SERVICES SUBTOTAL				**$ 223,258.44**
PROJECT SUBTOTAL				**$ 1,934,906.46**
CONTINGENCY (10%)				$ 193,490.65
PROJECT GRAND TOTAL				$ 2,128,397.11

APPENDIX C

OPTION 2, SEGMENT 1 - CONCEPTUAL PLANNING LEVEL COST ESTIMATE

CONCEPTUAL PLANNING LEVEL COST ESTIMATE

OPTION 2, SEGMENT 1 – COCONUT ROAD (PROPOSED SOUTHERN 10 FT MULTIUSE PATH)

EL DORADO BOULEVARD TO COCONUT SHORES DRIVE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
DESIGN ITEMS				
DESIGN / PERMITTING (Assumed 20% of Construction)	LS	1	$ 86,145.07	$ 86,145.07
DESIGN SUBTOTAL				**$ 86,145.07**
CONSTRUCTION ITEMS				
MOBILIZATION	LS	1	$ 25,000.00	$ 25,000.00
MAINTENANCE OF TRAFFIC	LS	1	$ 15,000.00	$ 15,000.00
SEDIMENT BARRIER (SILT FENCE)	LF	5,838	$ 2.50	$ 14,594.25
INLET PROTECTION SYSTEM	EA	8	$ 130.00	$ 1,040.00
CLEARING & GRUBBING	LS	1	$ 25,000.00	$ 25,000.00
MAILBOX, F&I, SINGLE	EA	1	$ 170.00	$ 170.00
REGULAR EXCAVATION	CY	1,775	$ 32.00	$ 56,800.00
EMBANKMENT	CY	345	$ 35.00	$ 12,075.00
TYPE B STABILIZATION (12" THICK)	SY	9,226	$ 8.00	$ 73,805.60
OPTIONAL BASE GROUP 1	SY	7,036	$ 15.00	$ 105,543.00
SP 9.5 STRUCTURAL COURSE (TRAFFIC A) (1" THICK)	TN	371	$ 150.00	$ 55,660.50
INLETS, DT BOT, TYPE C,<10'	EA	2	$ 5,000.00	$ 10,000.00
PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	205	$ 60.00	$ 12,300.00
DETECTABLE WARNINGS, YELLOW	SF	316	$ 30.00	$ 9,477.00
PERFORMANCE TURF - SOD	SY	4,840	$ 2.50	$ 12,100.00
SINGLE POST SIGN, RELOCATE	AS	3	$ 250.00	$ 750.00
THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	705	$ 2.00	$ 1,410.00
CONSTRUCTION SUBTOTAL				**$ 430,725.35**
CONSTRUCTION SERVICES				
CONSTRUCTION ENGINEERING INSPECTION / CONSTRUCTION ADMINISTRATION (Assumed 15% of Construction)	LS	1	$ 64,608.80	$ 64,608.80
CONSTRUCTION SERVICES SUBTOTAL				**$ 64,608.80**
PROJECT TOTAL				**$ 581,479.22**
CONTINGENCY (10%)				$ 58,147.92
PROJECT GRAND TOTAL				$ 639,627.14

APPENDIX D

OPTION 2, SEGMENT 2 - CONCEPTUAL PLANNING LEVEL COST ESTIMATE

CONCEPTUAL PLANNING LEVEL COST ESTIMATE

OPTION 2, SEGMENT 2 – COCONUT ROAD (PROPOSED SOUTHERN 10 FT MULTI USE PATH)

COCONUT SHORES DRIVE TO US 41

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
DESIGN ITEMS				
DESIGN / PERMITTING (Assumed 25% of Construction)	LS	1	$ 31,428.25	$ 31,428.25
DESIGN SUBTOTAL				**$ 31,428.25**
CONSTRUCTION ITEMS				
MOBILIZATION	LS	1	$ 20,000.00	$ 20,000.00
MAINTENANCE OF TRAFFIC	LS	1	$ 12,500.00	$ 12,500.00
SEDIMENT BARRIER (SILT FENCE)	LF	1,155	$ 2.50	$ 2,888.00
INLET PROTECTION SYSTEM	EA	1	$ 130.00	$ 130.00
CLEARING & GRUBBING	LS	1	$ 7,500.00	$ 7,500.00
REGULAR EXCAVATION	CY	360	$ 32.00	$ 11,520.00
EMBANKMENT	CY	150	$ 35.00	$ 5,250.00
TYPE B STABILIZATION (12" THICK)	SY	1,925	$ 8.00	$ 15,400.00
OPTIONAL BASE GROUP 1	SY	1,468	$ 15.00	$ 22,014.00
SP 9.5 STRUCTURAL COURSE (TRAFFIC A) (1" THICK)	TN	77	$ 150.00	$ 11,610.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	36	$ 90.00	$ 3,240.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	LF	5	$ 100.00	$ 500.00
PIPE HANDRAIL - GUIDERAIL, ALUMINUM	LF	95	$ 60.00	$ 5,700.00
DETECTABLE WARNINGS, YELLOW	SF	137	$ 30.00	$ 4,122.00
PERFORMANCE TURF - SOD	SY	990	$ 2.50	$ 2,475.00
THERMOPLASTIC, STANDARD, WHITE, SOLID, 12" FOR CROSSWALK	LF	432	$ 2.00	$ 864.00
CONSTRUCTION SUBTOTAL				**$ 125,713.00**
CONSTRUCTION SERVICES				
CONSTRUCTION ENGINEERING INSPECTION / CONSTRUCTION ADMINISTRATION (Assumed 25% of Construction)	LS	1	$ 31,428.25	$ 31,428.25
CONSTRUCTION SERVICES SUBTOTAL				**$ 31,428.25**
PROJECT TOTAL				**$ 188,569.50**
CONTINGENCY (10%)				$ 18,856.95
PROJECT GRAND TOTAL				$ 207,426.45

APPENDIX E

COCONUT ROAD ROUNDABOUTS - CONCEPTUAL PLANNING LEVEL COST ESTIMATE

CONCEPTUAL PLANNING LEVEL COST ESTIMATE

COCONUT ROAD - PROPOSED ROUNDABOUT AT EL DORADO BOULEVARD

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
DESIGN ITEMS				
DESIGN / PERMITTING (20%)	LS	1	$ 116,494.20	$ 116,494.20
DESIGN SUBTOTAL				**$ 116,494.20**
CONSTRUCTION ITEMS				
MOBILIZATION	LS	1	$ 85,000.00	$ 85,000.00
MAINTENANCE OF TRAFFIC	LS	1	$ 50,000.00	$ 50,000.00
SEDIMENT BARRIER (SILT FENCE)	LF	1,710	$ 2.50	$ 4,275.50
CLEARING & GRUBBING	LS	1	$ 35,000.00	$ 35,000.00
REGULAR EXCAVATION	CY	380	$ 32.00	$ 12,160.00
EMBANKMENT	CY	1,375	$ 35.00	$ 48,125.00
TYPE B STABILIZATION (12" THICK)	SY	1,551	$ 8.00	$ 12,406.40
OPTIONAL BASE GROUP 12	SY	1,169	$ 50.00	$ 58,460.00
SP 12.5 STRUCTURAL COURSE (TRAFFIC C) (3" THICK)	TN	163	$ 150.00	$ 24,493.50
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	220	$ 90.00	$ 19,800.00
MITERED END SECTION, 18"	EA	2	$ 1,800.00	$ 3,600.00
CONCRETE CURB & GUTTER, TYPE F	LF	1,785	$ 25.00	$ 44,625.00
CONCRETE CURB, TYPE D	LF	140	$ 25.00	$ 3,500.00
CONCRETE CURB, TYPE RA	LF	210	$ 30.00	$ 6,300.00
SIDEWALK / DRIVEWAY CONCRETE, 6" THICK	SY	365	$ 60.00	$ 21,876.00
DETECTABLE WARNINGS, YELLOW	SF	147	$ 30.00	$ 4,398.00
PERFORMANCE TURF - SOD	SY	1,890	$ 2.50	$ 4,725.75
SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	21	$ 350.00	$ 7,350.00
SINGLE POST SIGN, RELOCATE	AS	3	$ 250.00	$ 750.00
SINGLE POST SIGN, REMOVE	AS	1	$ 30.00	$ 30.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.576	$ 1,400.00	$ 805.84
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	162	$ 2.00	$ 323.80
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.059	$ 1,200.00	$ 70.92
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL (YEILD)	EA	3	$ 75.00	$ 225.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW (ROUNDABOUT ARROW)	EA	7	$ 75.00	$ 525.00
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.481	$ 1,400.00	$ 673.68
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	105	$ 4.00	$ 421.60
PAVERS, ARCHITECTURAL	SY	395	$ 90.00	$ 35,550.00
LANDSCAPE	LS	1	$ 45,000.00	$ 45,000.00
LIGHTING	LS	1	$ 52,000.00	$ 52,000.00
RIGHT OF WAY	LS	1	T.B.D.	
CONSTRUCTION SUBTOTAL				**$ 582,470.99**
CONSTRUCTION SERVICES				
CONSTRUCTION ENGINEERING INSPECTION / CONSTRUCTION ADMINISTRATION (Assumed 20% of Construction)	LS	1	$ 116,494.20	$ 116,494.20
CONSTRUCTION SERVICES SUBTOTAL				**$ 116,494.20**
PROJECT TOTAL				**$ 815,459.39**
CONTINGENCY (10%)				$ 81,545.94
PROJECT GRAND TOTAL				$ 897,005.32

CONCEPTUAL PLANNING LEVEL COST ESTIMATE

COCONUT ROAD - PROPOSED ROUNDABOUT AT MEADOWBROOK BOULEVARD

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
DESIGN ITEMS				
DESIGN / PERMITTING (20%)	LS	1	$ 109,118.05	$ 109,118.05
DESIGN SUBTOTAL				**$ 109,118.05**
CONSTRUCTION ITEMS				
MOBILIZATION	LS	1	$ 85,000.00	$ 85,000.00
MAINTENANCE OF TRAFFIC	LS	1	$ 50,000.00	$ 50,000.00
SEDIMENT BARRIER (SILT FENCE)	LF	1,655	$ 2.50	$ 4,138.25
CLEARING & GRUBBING	LS	1	$ 35,000.00	$ 35,000.00
REGULAR EXCAVATION	CY	500	$ 32.00	$ 16,000.00
EMBANKMENT	CY	980	$ 35.00	$ 34,300.00
TYPE B STABILIZATION (12" THICK)	SY	1,150	$ 8.00	$ 9,198.40
OPTIONAL BASE GROUP 12	SY	821	$ 50.00	$ 41,060.00
SP 12.5 STRUCTURAL COURSE (TRAFFIC C) (3" THICK)	TN	107	$ 150.00	$ 15,975.00
INLETS, DT BOT, TYPE C, <10'	EA	2	$ 5,000.00	$ 10,000.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	160	$ 90.00	$ 14,400.00
CONCRETE CURB & GUTTER, TYPE F	LF	1,530	$ 25.00	$ 38,250.00
CONCRETE CURB, TYPE D	LF	345	$ 25.00	$ 8,625.00
CONCRETE CURB, TYPE RA	LF	210	$ 30.00	$ 6,300.00
SIDEWALK / DRIVEWAY CONCRETE, 6" THICK	SY	412	$ 60.00	$ 24,708.00
DETECTABLE WARNINGS, YELLOW	SF	146	$ 30.00	$ 4,374.00
PERFORMANCE TURF - SOD	SY	2,315	$ 2.50	$ 5,788.50
SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	21	$ 350.00	$ 7,350.00
SINGLE POST SIGN, REMOVE	AS	2	$ 30.00	$ 60.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.334	$ 1,400.00	$ 466.90
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	165	$ 2.00	$ 330.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.055	$ 1,200.00	$ 65.76
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL (YEILD)	EA	3	$ 75.00	$ 225.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW (ROUNDABOUT ARROW)	EA	7	$ 75.00	$ 525.00
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.385	$ 1,400.00	$ 538.44
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	91	$ 4.00	$ 362.00
PAVERS, ARCHITECTURAL	SY	395	$ 90.00	$ 35,550.00
LANDSCAPE	LS	1	$ 45,000.00	$ 45,000.00
LIGHTING	LS	1	$ 52,000.00	$ 52,000.00
RIGHT OF WAY	LS	1	T.B.D.	
CONSTRUCTION SUBTOTAL				**$ 545,590.25**
CONSTRUCTION SERVICES				
CONSTRUCTION ENGINEERING INSPECTION / CONSTRUCTION ADMINISTRATION (Assumed 20% of Construction)	LS	1	$ 109,118.05	$ 109,118.05
CONSTRUCTION SERVICES SUBTOTAL				**$ 109,118.05**
PROJECT TOTAL				**$ 763,826.35**
CONTINGENCY (10%)				$ 76,382.64
PROJECT GRAND TOTAL				$ 840,208.99

CONCEPTUAL PLANNING LEVEL COST ESTIMATE

COCONUT ROAD - PROPOSED ROUNDABOUT AT COCONUT SHORES DRIVE

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	PAY ITEM TOTAL
DESIGN ITEMS				
DESIGN / PERMITTING (20%)	LS	1	$ 99,473.32	$ 99,473.32
DESIGN SUBTOTAL				**$ 99,473.32**
CONSTRUCTION ITEMS				
MOBILIZATION	LS	1	$ 85,000.00	$ 85,000.00
MAINTENANCE OF TRAFFIC	LS	1	$ 50,000.00	$ 50,000.00
SEDIMENT BARRIER (SILT FENCE)	LF	1,229	$ 2.50	$ 3,072.00
CLEARING & GRUBBING	LS	1	$ 35,000.00	$ 35,000.00
REGULAR EXCAVATION	CY	380	$ 32.00	$ 12,160.00
EMBANKMENT	CY	805	$ 35.00	$ 28,175.00
TYPE B STABILIZATION (12" THICK)	SY	1,148	$ 8.00	$ 9,184.00
OPTIONAL BASE GROUP 12	SY	873	$ 50.00	$ 43,650.00
SP 12.5 STRUCTURAL COURSE (TRAFFIC C) (3" THICK)	TN	122	$ 150.00	$ 18,279.00
PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	LF	20	$ 90.00	$ 1,800.00
MITERED END SECTION, 18"	EA	1	$ 1,800.00	$ 1,800.00
CONCRETE CURB & GUTTER, TYPE F	LF	1,345	$ 25.00	$ 33,625.00
CONCRETE CURB, TYPE D	LF	295	$ 25.00	$ 7,375.00
CONCRETE CURB, TYPE RA	LF	210	$ 30.00	$ 6,300.00
SIDEWALK / DRIVEWAY CONCRETE, 6" THICK	SY	233	$ 60.00	$ 14,004.00
DETECTABLE WARNINGS, YELLOW	SF	49	$ 30.00	$ 1,461.00
PERFORMANCE TURF - SOD	SY	1,473	$ 2.50	$ 3,681.75
SINGLE POST SIGN, F&I, LESS THAN 12 SF	AS	21	$ 350.00	$ 7,350.00
SINGLE POST SIGN, REMOVE	AS	1	$ 30.00	$ 30.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 6"	GM	0.341	$ 1,400.00	$ 476.98
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, SOLID, 12"	LF	54	$ 2.00	$ 108.60
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, 2-4 DOTTED GUIDELINE, 6"	GM	0.059	$ 1,200.00	$ 70.44
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, MESSAGE OR SYMBOL (YEILD)	EA	3	$ 75.00	$ 225.00
PAINTED PAVEMENT MARKINGS, STANDARD, WHITE, ARROW (ROUNDABOUT ARROW)	EA	7	$ 75.00	$ 525.00
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID, 6"	GM	0.463	$ 1,400.00	$ 648.62
PAINTED PAVEMENT MARKINGS, STANDARD, YELLOW, SOLID FOR DIAGONAL OR CHEVRON, 18"	LF	204	$ 4.00	$ 815.20
PAVERS, ARCHITECTURAL	SY	395	$ 90.00	$ 35,550.00
LANDSCAPE	LS	1	$ 45,000.00	$ 45,000.00
LIGHTING	LS	1	$ 52,000.00	$ 52,000.00
RIGHT OF WAY	LS	1	T.B.D.	
CONSTRUCTION SUBTOTAL				**$ 497,366.59**
CONSTRUCTION SERVICES				
CONSTRUCTION ENGINEERING INSPECTION / CONSTRUCTION ADMINISTRATION (Assumed 20% of Construction)	LS	1	$ 99,473.32	$ 99,473.32
CONSTRUCTION SERVICES SUBTOTAL				**$ 99,473.32**
PROJECT TOTAL				**$ 696,313.23**
CONTINGENCY (10%)				$ 69,631.32
PROJECT GRAND TOTAL				$ 765,944.55

APPENDIX F

TRAFFIC TECHNICAL MEMORANDUM COCONUT ROAD FROM ESTERO BAY TO US 41 PREPARED BY KCA

Traffic Technical Memorandum

Coconut Road from Estero Bay to US 41

Lee County

Prepared For:

The Village of Estero

Prepared by:

KCA | KISINGER CAMPO & ASSOCIATES

10060 Amberwood Road, Suite 7
Fort Myers, FL 33913

October 2019

KCA | KISINGER CAMPO & ASSOCIATES

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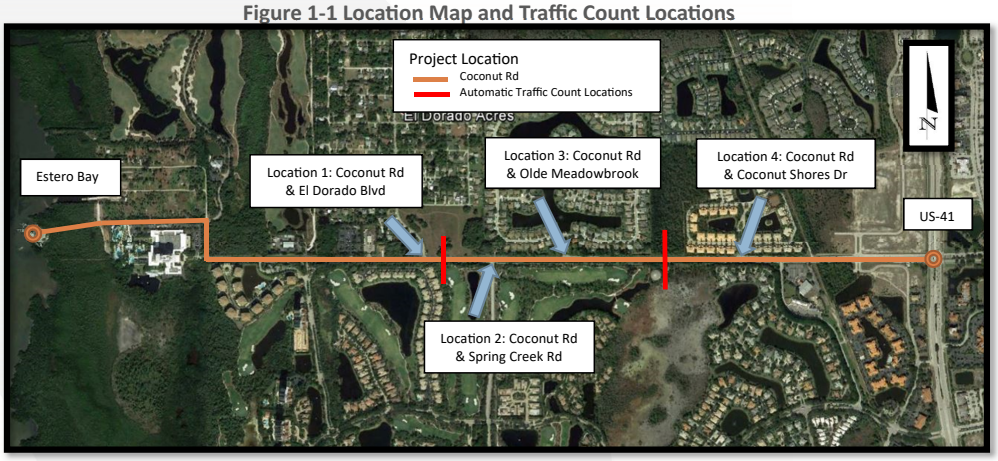
KISINGER CAMPO & ASSOCIATES

1.0 Introduction

This Traffic Technical Memorandum (TTM) summarizes the traffic data collected and the traffic level of service (LOS) analyses for Coconut Road from Estero Bay to US 41 within the Village of Estero located in Lee County, Florida. The objective of this TTM is to evaluate the existing traffic capacity and delays of the four intersections labeled in Figure 1-1. Potential impacts to the operation of the intersection of Coconut Road and US 41 are not included within this TTM. This TTM also evaluates additional capacity needs to maintain acceptable LOS throughout the corridor in the Design Year 2045. Figure 1.1 shows the project location map and locations where traffic counts were conducted.

Figure 1-1 Location Map and Traffic Count Locations



2.0 Existing Conditions

The southbound approaches at locations 1, 3, and 4 are single lane roads that serve left-turn and right-turn movements. The northbound approach at location 2 is a single lane road that serves left-turn and right-turn movements. The eastbound approach at locations 1, 3, and 4 consists of a single through lane serving through and left-turn movements. The eastbound approach at location 2 is a single lane road that serves through and right-turn movements. The westbound approach at location 1 consists of a single lane that serves through and right-turn movements. The westbound approach at location 2 consists of one through lane and one left-turn lane. The westbound approach at location 3 and 4 consists of one through lane and one right-turn lane.

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Figure 2-1 Existing Conditions - Location 1

The southbound approach at location 1 is a single lane road that serves left-turn and right-turn movements. The eastbound approach at location 1 consists of a single through lane serving through and left-turn movements. The westbound approach at location 1 consists of a single lane that serves through and right-turn movements.

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Figure 2-2 Existing Conditions - Location 2

The northbound approach at location 2 is a single lane road that serves left-turn and right-turn movements. The eastbound approach at location 2 is a single lane road that serves through and right-turn movements. The westbound approach at location 2 consists of one through lane and one left-turn lane.

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Figure 2-3 Existing Conditions - Location 3

The southbound approach at location 3 is a single lane road that serves left-turn and right-turn movements. The eastbound approach at location 3 consists of a single through lane serving through and left-turn movements. The westbound approach at location 3 consists of one through lane and one right-turn lane.

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Figure 2-4 Existing Conditions - Location 4

The southbound approach at location 4 is a single lane road that serves left-turn and right-turn movements. The eastbound approach at location 4 consists of a single through lane serving through and left-turn movements. The westbound approach at location 4 consists of one through lane and one right-turn lane.

2.1 Traffic Counts

Twenty-four hour automatic machine counts were conducted on Thursday, February 21st, 2019. The weather was clear during the time the traffic count was being conducted. The Average Week-Daily Traffic (AWDT) was calculated by adding the daily directional volumes at each location. **Appendix A** includes a copy of the automatic counts. The two-way 24-hour volumes were subsequently converted into Annual Average Daily Traffic (AADT) volumes using the equation: AADT = AWDT x SF. The weekly seasonal adjustment factor (SF) was obtained from the 2018 FDOT

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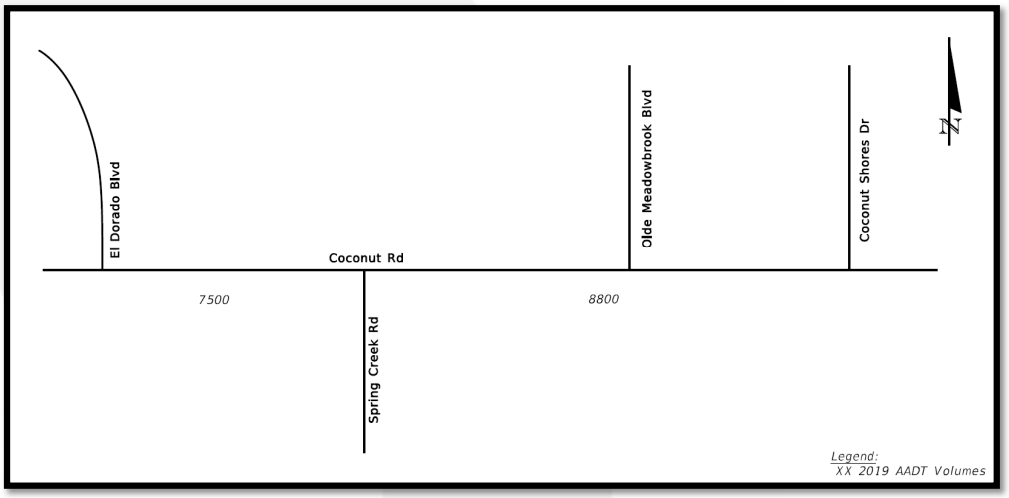
Peak Season Factor Category Report. **Appendix B** includes a copy of the SF report. The computed 2019 AADT volumes are listed in Table 2.1. Figure 2.5 depicts the 2019 AADT volumes on the map.

Table 2-1 Existing 2019 Annual Average Daily Traffic (AADT)

	NB	SB	EB	WB	Daily Counts	SF	2019 AADT	2019 AADT (rounded)
Coconut Road (between El Dorado & Spring Creek Rd)	N/A	N/A	4153	4229	8382	0.90	7544	7500
Coconut Road (between Spring Creek Rd & Coconut Shores Dr)	N/A	N/A	4822	4988	9810	0.90	8829	8800

Figure 2-5 Existing 2019 Average Annual Daily Traffic (AADT)



Manual turning movement counts (TMC) were conducted from 7:00 AM to 9:00 AM and from 4:00 PM to 6:00 PM on Tuesday February 5th, 2019, Wednesday February 6th, 2019, and Thursday February 7th, 2019. Figure 2-6 depicts the existing 2019 AM and PM turning movement volumes. **Appendix C** includes a copy of the manual turning movement counts.

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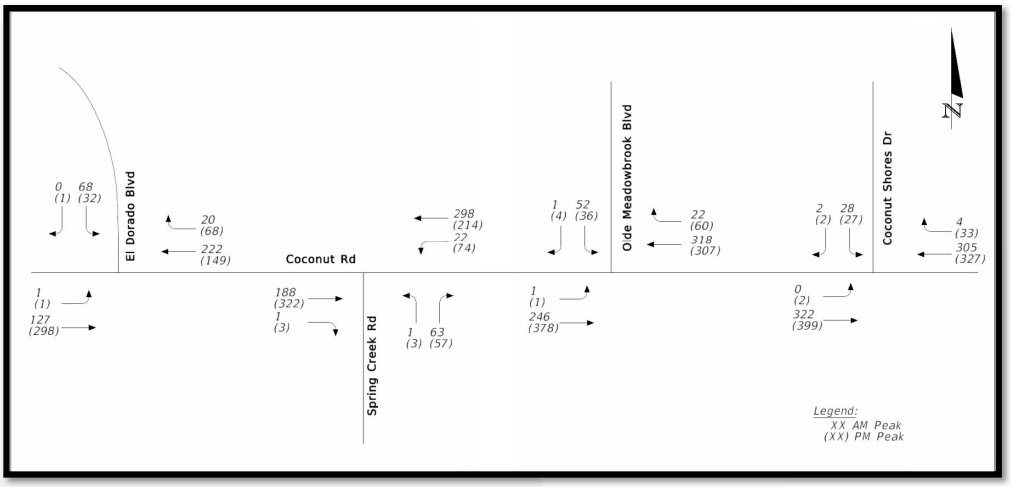
Figure 2-6 Existing 2019 Turning Movement Volumes



During the manual TMCs, minimal pedestrian movements were encountered at each of the four count locations. The majority of the pedestrian movements occurred in the morning at the intersection of Coconut Road and Spring Creek Road (Location 2). Maximum number of pedestrians per one hour was 34 crossing Spring Creek Road. Pedestrian counts can be found in **Appendix C**.

2.2 Design Traffic Factors

The design traffic characteristics established in this section will be used in developing design hour volumes (DHV's) for the intersections and directional design hour volumes (DDHV's) for the roadway segments for the future conditions. These characteristics are determined based on the procedures outlined in the FDOT's Project Traffic Forecasting Handbook, dated January 2014.

Standard K-Factor

The Florida-adopted Standard K-Factors have been used in this study. Based on the 2014 FDOT Project Traffic Forecasting Handbook, the standard K-Factor that applies is 9.0 (Urban Areas).

D-Factor

The Directional Distribution Factor (D-Factor) is the proportion of traffic traveling in the peak direction of a roadway segment during a selected hour. This is usually expressed as a percentage for the AM or PM peak hour. The peak hour traffic D-Factor was calculated for each segment of the study. The results are summarized in Table 2-2. Based on collected counts, the Eastbound direction was the peak direction movement in both the AM and PM for both segments of the study. The average measured D-Factor was calculated based on the PM peak hour and was found to be 53.4%. As shown in the 2018 FDOT Traffic Monitoring Handbook, Florida values for D-Factor

range between 50% and 80%. Therefore, a D-Factor of 53% was chosen for both segments for this study.

TABLE 2-2 EXISTING 2019 PEAK HOUR D-FACTOR

		NB	SB	EB	WB	Total	D-Factor (%)	
Coconut Road (west of Spring Creek)	AM	N/A	N/A	281	249	530	53.0%	EB
	PM	N/A	N/A	330	282	612	53.9%	EB
Coconut Road (east of Spring Creek)	AM	N/A	N/A	347	290	637	54.5%	EB
	PM	N/A	N/A	379	339	718	52.8%	EB
Average PM Peak Hour							53.4%	

T-Factor

The 24-hour Truck percentage (T-Factor) for the project was taken from the Florida Traffic Online (FDOT PMS # 120134, Located at Coconut Road, W of Spring Creek Road) and (FDOT PMS # 124490, Located at Coconut Road, E of US 41). At both locations the T-Factor was found equal to 4%, therefore an assumed T-Factor of 4% will be used for all segments of the study.

2.3 Existing 2019 LOS Analysis

The intersection Level of Service (LOS) for a two-way stop controlled is defined in terms of the average vehicular delay for each minor-street movement (or shared movement) as well as major-street left-turns. This approach is used because major-street through vehicles are assumed to experience zero delay. A weighted average of all movements results in very low overall average delay, and this calculated low delay could mask deficiencies of minor street movements. A vehicular delay will also quantify the increase in travel time that the vehicle experiences due to a stop sign or a traffic signal control. This will provide a surrogate measure for driver discomfort and fuel consumption. The insert listed below from the Highway Capacity Manual (HCM) is the LOS categories and corresponding range of vehicular delay. Coconut Road is classified as a major collector roadway. While this is a Village maintained roadway, the minimum acceptable LOS established by the state of Florida and Lee County for Collectors is a LOS of "E". A LOS of "F" in the existing year analysis, or the future year analysis with no-build option, shows the need for added capacity in order to improve the traffic operations and LOS. A LOS of "E" or better at an intersection is required in the design year using the proposed geometry.

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Level of Service	Average Control Delay (seconds/vehicle)
A	0 – 10
B	>10 – 15
C	>15 – 25
D	>25 – 35
E	>35 – 50
F[1]	>50

Source: *Highway Capacity Manual 2010*, Transportation Research Board, 2010.
1. If the volume-to-capacity (v/c) ratio exceeds 1.0, LOS F is assigned an individual lane group for all unsignalized intersections, or minor street approach at two-way stop-controlled intersections. Overall intersection LOS is determined solely by control delay.

Existing 2019 level of service analysis (LOS) was conducted based on the methodology outlined in the Highway Capacity Manual using Synchro 10 software. **Appendix D** includes a copy of the Synchro LOS computer output.

The 2019 AM and PM peak hour level of service for the four intersections where TMCs were collected are presented in Table 2-3. The existing year analysis shows that each of the intersections are currently operating at an acceptable LOS.

TABLE 2-3 CURRENT YEAR (2019) INTERSECTION LEVEL OF SERVICE

Location	Intersection	Peak Hour	LOS	Average Control Delay (sec/veh)
1	Coconut Rd. & El Dorado Blvd.	AM	B	11.7
		PM	B	12.5
2	Coconut Rd. & Spring Creek Rd.	AM	A	9.8
		PM	B	11.0
3	Coconut Rd. & Olde Meadowbrook Blvd.	AM	B	14.0
		PM	C	15.1
4	Coconut Rd. & Coconut Shores Dr.	AM	B	14.1
		PM	C	15.7

3.0 Future Year Traffic Forecast and Capacity Analysis

Available historical AADT volumes have been used in this study for growth rate calculations. Regression analysis was conducted to calculate the annual growth rate for the number of vehicles by utilizing the history of the annual average daily traffic (AADT) obtained from Florida Traffic Online as well as Lee County Transportation Data Management System. Multiple count stations were evaluated and the regression analysis results are shown in Table 3-1. **Appendix E** includes copies of the regression analysis

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TABLE 3-1 COCONUT ROAD HISTORICAL TRAFFIC DATA

Roadway Segment	Station #	From	To	AADT								Growth Rate
				2011	2012	2013	2014	2015	2016	2017	2018	
Coconut Road	0134	West of Spring Creek Rd		N/A	N/A	N/A	N/A	5000	5500	5600	N/A	5.26 %
Coconut Road	0495	Spring Creek Rd	US 41	7300	N/A	8300	N/A	8600	N/A	9600	N/A	3.68 %
Coconut Road	0490	East of US 41		9300	N/A	12797	N/A	11400	N/A	14300	N/A	4.50 %
US 41	0093	South of Coconut Rd		N/A	N/A	N/A	N/A	N/A	45000	50900	48900	3.89 %

Additionally, the Coconut Road corridor west of US 41 was examined to determine possible development potential within the area. An initial potential development list was created after reviewing the document "Coconut Road Traffic Study – From Estero Bay to Three Oaks Parkway", dated 6/08/2016. Upon meeting with the Village of Estero and further document review, changes were made to update the potential development list to reflect the most current information. Figure 3-1 presents the updated Potential Development map while Table 3-2 shows the updated Potential Development list. The items in yellow have changed since the aforementioned traffic study from 2016 and have been updated with new development parameters and are reflected in the new trip generation numbers. No updated information was found for ID#s 13A – 13D and 15. For these parcels, the 2016 development parameters and trip generation values were used. These values represent conservative trip generation numbers for the parcels in question. This determination was made based on discussion with the Village of Estero.

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FIGURE 3-1 COCONUT ROAD DEVELOPMENT POTENTIAL MAP

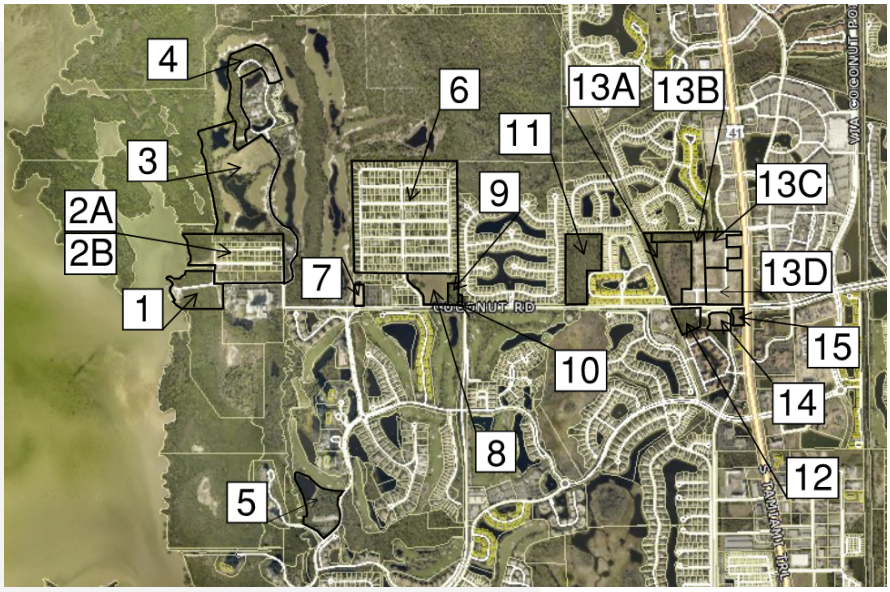


TABLE 3-2 COCONUT ROAD ESTIMATED DEVELOPMENT POTENTIAL

ID #	STRAP #	PARCEL NAME	DEVELOPMENT PARAMETERS	APPROVED DEVELOPMENTS TO BE CONSTRUCTED WITHIN 5 YEARS	PERMIT SUBMITTED	POTENTIAL FUTURE PERMITTING & DEVELOPMENT
1	07-47-25-B2-00004.00CE	Pelican Landing Community Association	Marina - 20 berth; Restaurant - 3000sf			X
2A	07-47-25-B2-00003+	LB Estero Bay Investments LLC	Residential - Multi Family - 300 dwelling units - 2 buildings ; Marina - 72 berth			X
2B	07-47-25-B2-00006+					
3	07-47-25-B2-00000.0010	WCI / Pelican Landing DRI (Raptor Bay)	Residential - Multi Family - 400 dwelling units - high rise buildings			X
4	06-47-25-00-00002.0030	Pelican Landing Timeshare Ventures LP	Timeshare - Rental Townhouses - 267 dwelling units	X		
5	17-47-25-B1-U1681.1891	WCI Communities Inc (Two Future High Rises)	Residential - Multi Family - 150 dwelling units - high rise buildings	X		
6	08-47-25-01+	Eldorado Acres Subdivision	Residential - Single Family - 87 Dwelling Units - Platted Lots	X		
7**	08-47-25-00-00003.030	LB Estero Bay Investments LLC	Commercial Parking Lot with boat trailer parking (Rezone to CPD)			X
8	08-47-25-01-00016.0000	Headwaters Coconut Road General	Residential Single Family Subdivision (Rezone to PD)		X	
9	08-47-25-00-00004.0000	Dhaliwal + J/T	Residential - Single Family - 3 Dwelling Units	X		
10	08-47-25-E2-U1757.2005	Dhaliwal + J/T		X		
11	09-47-25-E1-U1823.2024	Dewane/Docese of Venice	Residential - Multi Family - 93 dwelling units			X
12	09-47-25-E4-U1882.1994	Coconut Road Associates LLC	General Office Building - 122,484 sf	X		
13A	09-47-25-E1-U1874.2023	Lee Memorial Health System	Shopping Center - 210,000 sf			X
13B	09-47-25-E1-U1877.2039		Medical Office Building - 40,000 sf			
13C	09-47-25-E2-U1900.2033		Multi-Family Residential - 525 dwelling units			
13D	09-47-25-E2-U1902.2012		Assisted Living - 152 beds Hotel - 130 Rooms			
14	09-47-25-E3-31000.0050	HH Estero Investments LLC	128 Room Hotel		X	
15	09-47-25-E3-31000.0010	NCH Healthcare System INC	General Office Building - 122,484 sf			X

* ID #4 from 2016 Coconut Road Traffic Study has completed construction and has been removed from above table (Strap # 17-47-25-B1-00001.012A)

** ID #7 is based on developer submittals which have since been withdrawn

Changes to Development Potential since 2016 Coconut Road Traffic Study

2016 Development Parameters (Used in current Trip Generation)

Based on the analysis of the historical count station data, an assumed growth value used for Coconut Road west of US 41 is 4%. For the purpose of this report, the future growth for Coconut Road west of US 41 is considered associated with the future projected development potential. Therefore, trip generation values for the potential developments were estimated using the ITE Trip Generation Manual and utilized for future traffic determination as shown in **Appendix F**. Instead of using the assumed growth value of 4%, a conservative 1% annual growth was applied to the current traffic volumes and added to the trip generation values to account for additional traffic not encompassed by the projected developments. Three future years were looked at for this study: 2024, 2029, and 2045.

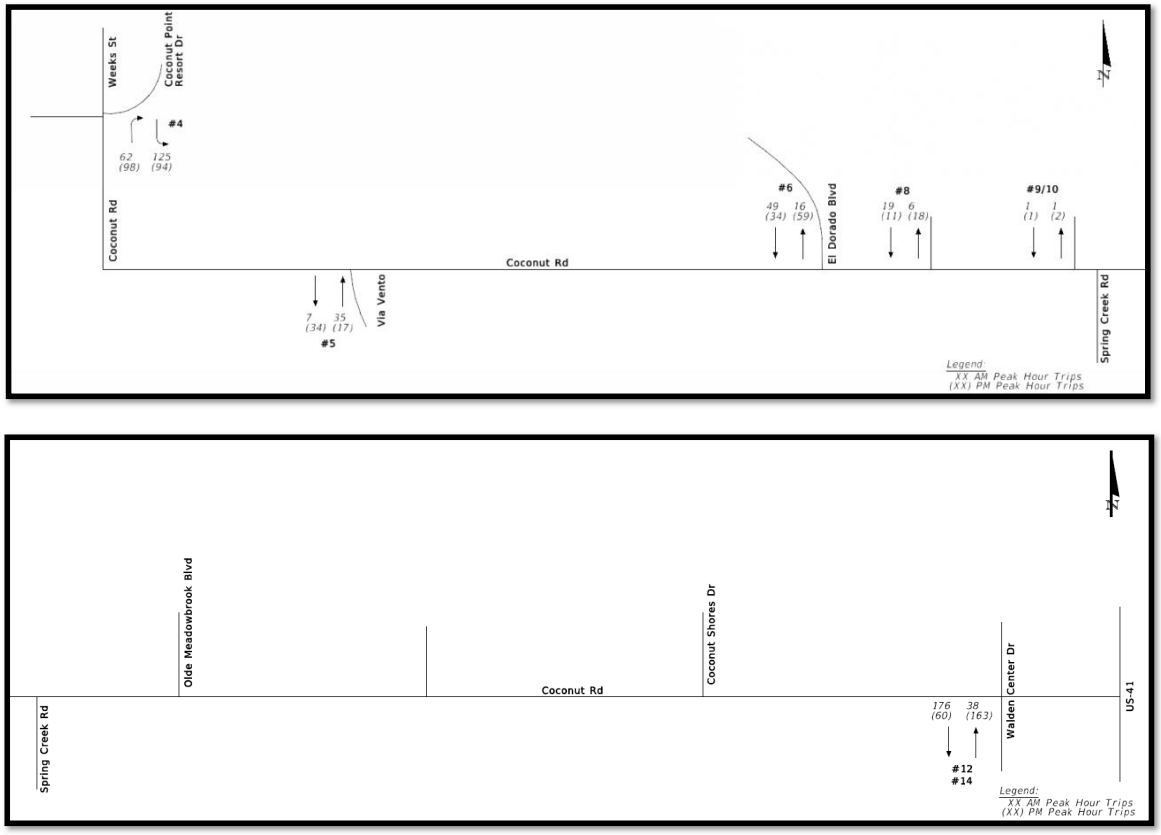
Potential developments identified in Table 3-2 were taken and separated into Tables 3-4 and 3-5 based on assumed year of completion. Table 3-4 developments are assumed to be completed within the next 5 years (2024). Peak hour trip generation values along with distribution percentage of traffic along Coconut Road for the respective developments are reflected in Table 3-4.

TABLE 3-4 DEVELOPMENTS WITH APPROVALS (2024)

Location	Developments						
	ID #	Parcel Name	Traffic Dist. %	AM Peak Hour		PM Peak Hour	
				Enter	Exit	Enter	Exit
Coconut Road (west of Spring Creek)	4	Pelican Landing Timeshare Ventures LP	100%	62	125	98	94
	5	WCI Communities Inc	60%	7	35	34	17
	6	El Dorado Acres Subdivision	100%	16	49	59	34
	8	Headwaters Coconut Road General	100%	6	19	18	12
	9 / 10	Dhaliwal + J/T	100%	1	1	2	1
Coconut Road (east of Spring Creek)	12	Coconut Road Associates LLC	75%	149	20	28	134
	14	HH Estero Investments LLC	80%	27	18	32	29

Figure 3-2 shows the trip generation values from Table 3-4 along Coconut Road for the year 2024.

FIGURE 3-2 YEAR 2024 TRIP GENERATION VALUES ALONG COCONUT ROAD



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The year 2024 future turning movement volumes were calculated by applying the 1% annual growth rate to the existing 2019 counts. The future development trip generations presented in Table 3-5 and Figure 3-2 were then incorporated into the turning movement volumes and the corridor was balanced and checked for reasonableness. The year 2024 turning movement volumes are shown in Figure 3-3. Development ID #'s 12 and 14 are not represented in Figure 3-3 since these trips would not be captured within the intersections of this study.

FIGURE 3-3 FUTURE YEAR 2024 TURNING MOVEMENT VOLUMES

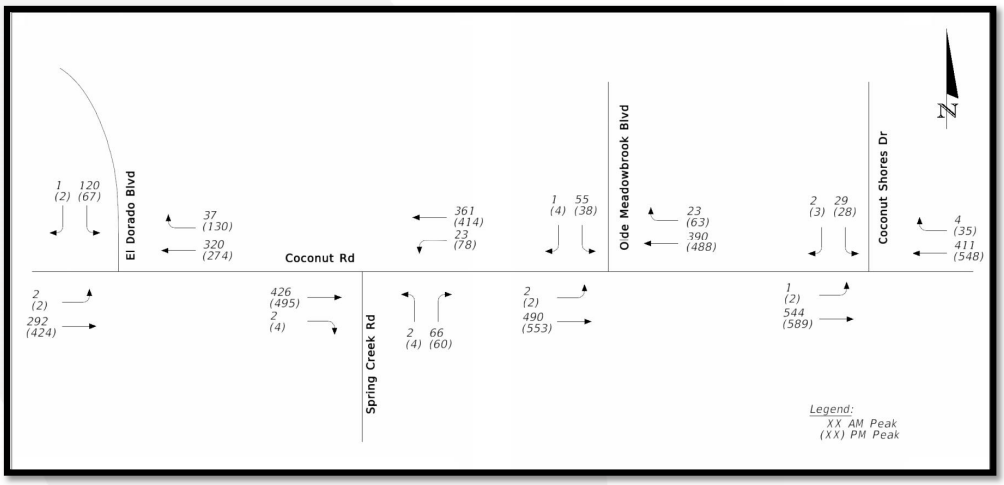

Table 3-5 shows the developments to be completed within the next 10 years (2029). Peak hour trip generation values along with distribution percentage of traffic entering Coconut Road for the respective developments are reflected in Table 3-5. The method of determining future turning movements for year 2024 was repeated for the years 2029 and 2045, however both Tables 3-4 and 3-5 trip generations were considered. Figure 3-4 shows the combined trip generation values along the corridor for the potential developments in year 2029 and 2045.

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TABLE 3-5 DEVELOPMENTS WITH POTENTIAL 2029 PERMITTING

Location	Developments						
	ID #	Parcel Name	Traffic Dist. %	AM Peak Hour		PM Peak Hour	
				Enter	Exit	Enter	Exit
Coconut Road (west of Spring Creek)	1	Pelican Landing Community Association	100%	19	13	20	14
	2	LB Estero Bay Investments, LLC	100%	29	82	85	55
	3	WCI / Pelican Landing DRI	100%	27	130	125	62
Coconut Road (east of Spring Creek)	11	Dewane / Docese of Venice	100%	8	41	38	19
	13	Lee Memorial Health System	20%	55	54	125	128
	15	NCH Healthcare System Inc	80%	158	22	30	143

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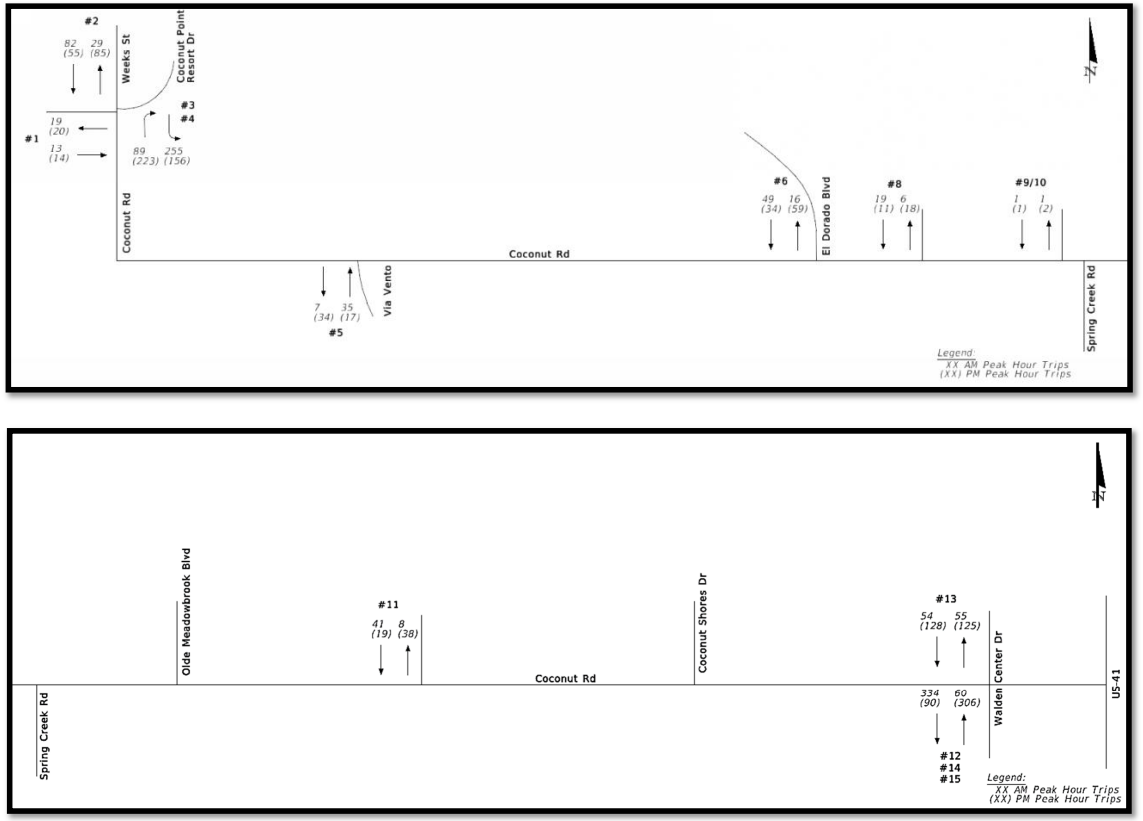
FIGURE 3-4 YEAR 2029 TRIP GENERATION VALUES ALONG COCONUT ROAD



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The year 2029 and 2045 turning movement volumes are shown in Figure 3-5 and Figure 3-6 respectively. Development ID #'s 12,13,14, and 15 trip values are not represented since these trips would not be captured within the intersections of this study.

FIGURE 3-5 FUTURE YEAR 2029 TURNING MOVEMENT VOLUMES

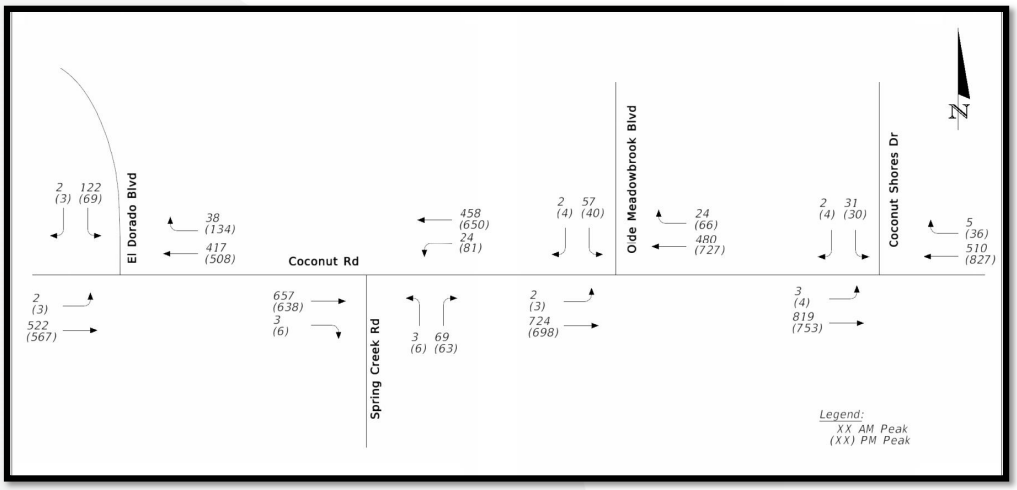
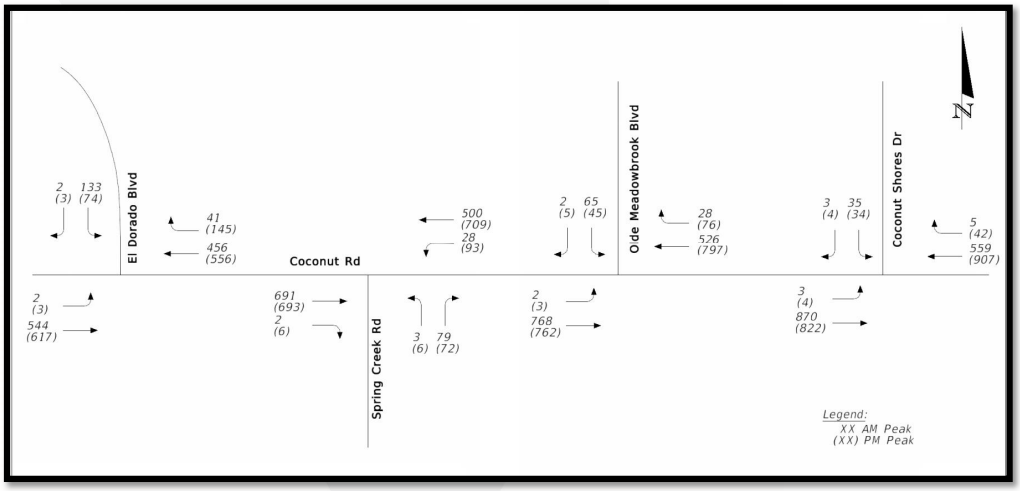


FIGURE 3-6 FUTURE YEAR 2045 TURNING MOVEMENT VOLUMES



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Future AADT values were determined by applying a 1% annual growth to the existing 2019 AADT values. Daily trip generations, adjusted with the seasonal factor to coincide with existing AADT values were then added to obtain future AADTs along the corridor. Table 3-6 provides daily trip totals for the Year 2024 and Table 3-7 presents the daily totals for year 2029 and 2045. Table 3-8 has the combined daily totals along the corridor. The resultant future AADTs can be seen in Table 3-9 and Figure 3-7.

TABLE 3-6 DEVELOPMENTS WITH APPROVALS (2024) DAILY TRIP GENERATION

Location	Developments			
	ID #	Parcel Name	Traffic Dist. %	Daily Trips Total
Coconut Road (west of Spring Creek)	4	Pelican Landing Timeshare Ventures LP	100%	1,360
	5	WCI Communities Inc	60%	494
	6	El Dorado Acres Subdivision	100%	824
	8	Headwaters Coconut Road General	100%	270
	9 / 10	Dhaliwal + J/T	100%	26
Coconut Road (Coconut Shores to US-41)	12	Coconut Road Associates LLC	75%	1,034
	14	HH Estero Investments LLC	80%	556

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TABLE 3-7 DEVELOPMENTS WITH POTENTIAL FUTURE PERMITTING DAILY TRIP GENERATION

Location	Developments			
	ID #	Parcel Name	Traffic Dist. %	Daily Trips
				Total
Coconut Road (west of Spring Creek)	1	Pelican Landing Community Association	100%	386
	2	LB Estero Bay Investments, LLC	100%	1,605
	3	WCI / Pelican Landing DRI	100%	1,934
Coconut Road (Spring Creek to Coconut Shores)	11	Dewane / Docese of Venice	100%	544
Coconut Road (Coconut Shores to US-41)	13	Lee Memorial Health System	20%	2,551
	15	NCH Healthcare System Inc	80%	1,103

TABLE 3-8 COCONUT ROAD DAILY TRIP GENERATION TOTALS

Location	Daily Trip Totals		
	Year		
	2024	2029	2045
Coconut Road (west of Spring Creek)	2,024	6,793	6,793
Coconut Road (Spring Creek to Coconut Shores)	2,024	7,347	7,347
Coconut Road (Coconut Shores to US-41)	4,458	12,580	12,580

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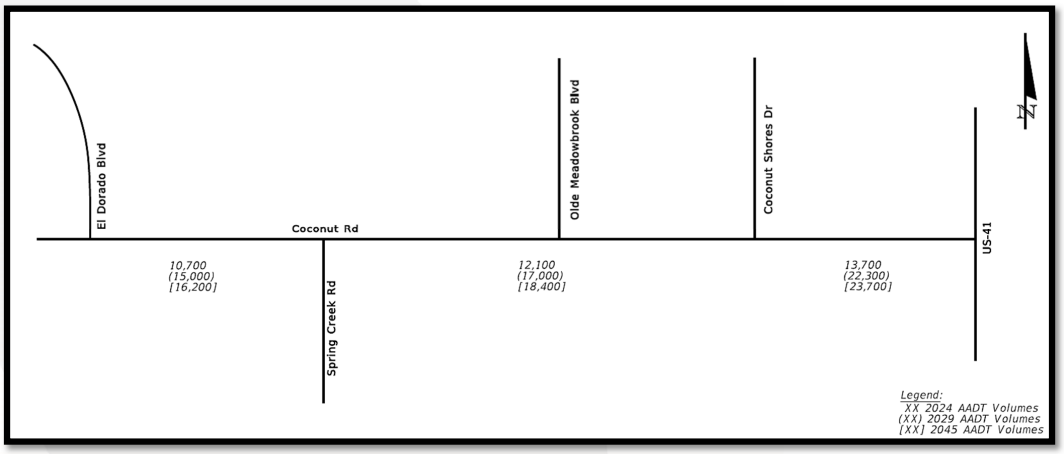
TABLE 3-9 FUTURE YEAR AADT (WITH 1% ANNUAL GROWTH AND DAILY TRIP GENERATION)

Location	2024 AADT	2029 AADT	2045 AADT
Coconut Road (west of Spring Creek)	10,700	15,000	16,200
Coconut Road (Spring Creek to Coconut Shores)	12,100	17,000	18,400
Coconut Road (Coconut Shores to US-41)	13,700	22,300	23,700

FIGURE 3-7 FUTURE YEAR AADTS



3.1 Future Year 2045 LOS Analysis (Existing Stop Sign Geometry)

Future Design Year 2024, 2029, and 2045 level of service analysis (LOS) was conducted based on the methodology outlined in the 2010 Highway Capacity Manual using the Synchro 10. **Appendix D** includes a copy of the Synchro LOS computer output.

The 2024, 2029, and 2045 for AM and PM peak hour level of service for the existing four intersections are presented in Tables 3-10, 3-11, and 3-12. The future year analysis shows that three of the four existing intersections expect to be operating at an unacceptable LOS during both AM and PM peak hours based on the existing roadway geometry by 2029.

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TABLE 3-10 FUTURE YEAR (2024) EXISTING INTERSECTION LEVEL OF SERVICE

Location	Intersection	Peak Hour	LOS	Average Control Delay (sec/veh)
1	Coconut Rd. & El Dorado Blvd.	AM	C	17.8
		PM	C	18.5
2	Coconut Rd. & Spring Creek Rd.	AM	B	12.1
		PM	B	13.6
3	Coconut Rd. & Olde Meadowbrook Blvd.	AM	C	21.0
		PM	C	23.9
4	Coconut Rd. & Coconut Shores Dr.	AM	C	20.6
		PM	D	26.1

TABLE 3-11 FUTURE YEAR (2029) EXISTING INTERSECTION LEVEL OF SERVICE

Location	Intersection	Peak Hour	LOS	Average Control Delay (sec/veh)
1	Coconut Rd. & El Dorado Blvd.	AM	D	34.1
		PM	E	35.1
2	Coconut Rd. & Spring Creek Rd.	AM	C	15.9
		PM	C	18.2
3	Coconut Rd. & Olde Meadowbrook Blvd.	AM	E	36.2
		PM	E	47.5
4	Coconut Rd. & Coconut Shores Dr.	AM	E	36.4
		PM	F	56.1

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TABLE 3-12 FUTURE YEAR (2045 AADT) EXISTING INTERSECTION LEVEL OF SERVICE

Location	Intersection	Peak Hour	LOS	Average Control Delay (sec/veh)
1	Coconut Rd. & El Dorado Blvd.	AM	E	44.3
		PM	E	46.5
2	Coconut Rd. & Spring Creek Rd.	AM	C	17.0
		PM	C	20.5
3	Coconut Rd. & Olde Meadowbrook Blvd.	AM	E	47.8
		PM	F	68.1
4	Coconut Rd. & Coconut Shores Dr.	AM	E	45.1
		PM	F	87.0

3.2 Sensitivity Analysis – Existing Condition Failure

The sensitivity analysis concluded that the intersections along Coconut Road at El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive are expected to reach capacity (LOS "E") using the existing geometry by the years 2029, 2028, and 2027, respectively.

The Future Year AADT with 1% annual growth and daily trip generation show that Coconut Road between the Coconut Shores and US-41 intersections will need additional capacity by the year 2027.

3.3 Future Year 2045 Proposed

Both signal warrant and roundabout analyses were performed at each of the four intersections. One alternative for Coconut Road is to install roundabouts at El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive. The Roundabout Analysis Warrants are discussed in Section 5.0. The intersection at Spring Creek Road will be left as is. Delays and LOS for roundabouts were calculated using SIDRA INTERSECTION 7.0 PLUS software for the Design Year 2045 build AM and PM peak hour volumes. The 2045 for AM and PM peak hour level of service for the proposed three intersections are presented in Table 3-13. Each roundabout intersection has a LOS of B or better which is a significant improvement from existing conditions based on future AADT. **Appendix D** includes a copy of the SIDRA LOS computer output.

One alternative for Coconut Road from Coconut Shores Drive to US-41 is to widen the existing two-lane road to four-lanes to be able to accommodate the future AADT along this stretch.

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TABLE 3-13 FUTURE YEAR (2045) ROUNDABOUT INTERSECTION LEVEL OF SERVICE

Location	Intersection	Peak Hour	LOS	Average Control Delay (sec/veh)
1	Coconut Rd. & El Dorado Blvd.	AM	A	7.7
		PM	A	8.9
3	Coconut Rd. & Olde Meadowbrook Blvd.	AM	A	9.8
		PM	B	11.8
4	Coconut Rd. & Coconut Shores Dr.	AM	B	11.1
		PM	B	13.7

4.0 Signal Warrant Analysis

The purpose of this analysis is to evaluate the feasibility of installing a traffic signal at the T-intersections of Coconut Road and El Dorado Boulevard, Coconut Road and Spring Creek Road, Coconut Road and Olde Meadowbrook Boulevard, and Coconut Road and Coconut Shores. The main goal for traffic signal consideration at these intersections is to improve operations and safety for the users.

The methodology used in this study is consistent with the FHWA Manual on Uniform Traffic Control Devices (MUTCD) and the FDOT Manual on Uniform Traffic Studies (MUTS). This signal warrant analysis (SWA) used traffic volumes collected in February 2019. The existing posted speed on Coconut Road and Spring Creek Road is 40 mph. The existing posted speed limit for El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive is 20 mph.

4.1 SWA Traffic Data Collection

Tables 4-1 to 4-4 show the hourly volumes for the four hour manual counts collected as was discussed in Section 2.1.

TABLE 4-1 LOCATION 1 - COCONUT AND EL DORADO

	EB Coconut Road	WB Coconut Road	El Dorado Boulevard	Coconut Road Total EB & WB
8:00 AM	80	211	85	291
9:00 AM	144	199	69	343
5:00 PM	288	230	52	518
6:00 PM	267	229	26	496

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TABLE 4-2 LOCATION 2 - COCONUT AND SPRING CREEK

	EB Coconut Road	WB Coconut Road	Spring Creek Road	Coconut Road Total EB & WB
8:00 AM	183	245	67	428
9:00 AM	182	284	67	466
5:00 PM	318	302	52	620
6:00 PM	289	307	48	596

TABLE 4-3 LOCATION 3 - COCONUT AND OLDE MEADOWBROOK

	EB Coconut Road	WB Coconut Road	Olde Meadowbrook	Coconut Road Total EB & WB
8:00 AM	241	268	3	509
9:00 AM	247	301	2	548
5:00 PM	387	353	3	740
6:00 PM	326	383	2	709

TABLE 4-4 LOCATION 4 – COCONUT AND COCONUT SHORES

	EB Coconut Road	WB Coconut Road	Coconut Shores Drive	Coconut Road Total EB & WB
8:00 AM	301	243	32	544
9:00 AM	308	300	27	608
5:00 PM	386	351	22	737
6:00 PM	330	332	23	662

For the purposes of this analysis and based on historical AADTs, Coconut Road was considered the Major Street while El Dorado Boulevard, Spring Creek Road, Olde Meadowbrook Boulevard, and Coconut Shores Drive were considered the Minor Street.

4.2 Evaluation of Signal Warranting Conditions

Warrant 1: Eight-Hour Vehicular Volumes

The minimum Vehicular Volume, Condition A, is intended for application where a large volume of intersecting traffic is the principal reason to consider installing a traffic control signal. The Interruption of Continuous Traffic, Condition B, is intended for application where the traffic

volume on a major street is so heavy that traffic on a minor intersecting street suffers excessive delay or conflict in entering or crossing the major street. Warrant 1 is met if the requirements for Condition A or Condition B are fulfilled for any eight hours of an average day or if a combination of warrants, 80% of Condition A and 80% of Condition B, is fulfilled for any eight hours of an average day.

Eight-Hour Vehicular Volumes for minor streets were not collected as part of this study. The Four-hour vehicular volumes shown in Warrant 2 fall below required thresholds indicating that no eight hour period of the day would satisfy conditions for Warrant 1 to be met.

Conclusion: Coconut Road and El Dorado Boulevard – Warrant 1 is not met

Coconut Road and Spring Creek Road – Warrant 1 is not met

Coconut Road and Olde Meadowbrook Boulevard – Warrant 1 is not met

Coconut Road and Coconut Shores Drive – Warrant 1 is not met

Warrant 2: Four-Hour Vehicular Volumes

The Four-Hour Vehicular Volume signal warrant conditions are applied where the volume of intersecting traffic is the principal reason to consider installing a traffic control signal.

Warrant 2 has not been met for any of the analyzed intersections since major and minor streets are significantly below the required threshold. Figure 4C-1 of the MUTCD are shown for each intersection in Figures 4-1 to 4-4. All points for each graph lie below the appropriate curve.

Conclusion: Coconut Road and El Dorado Boulevard – Warrant 2 is not met

Coconut Road and Spring Creek Road – Warrant 2 is not met

Coconut Road and Olde Meadowbrook Boulevard – Warrant 2 is not met

Coconut Road and Coconut Shores Drive – Warrant 2 is not met

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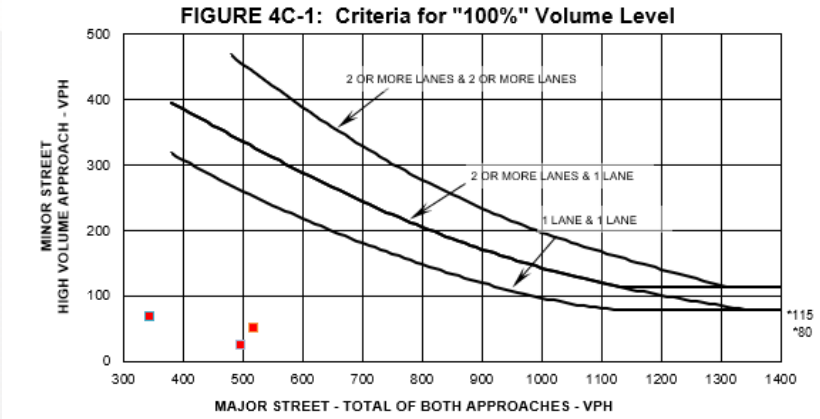
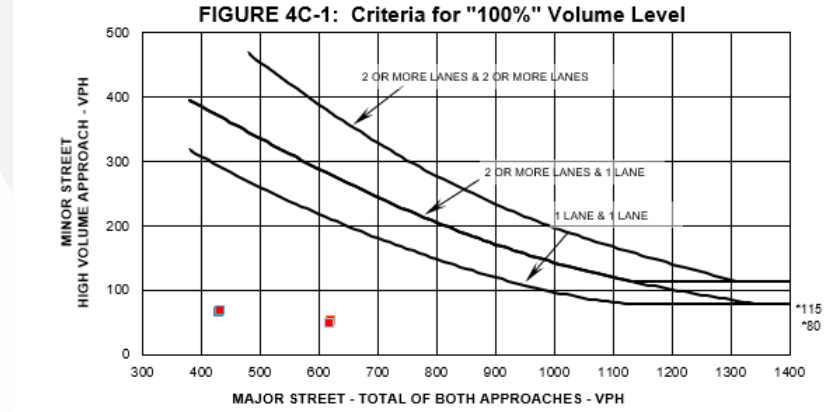
FIGURE 4-1 LOCATION 1 - COCONUT AND EL DORADO



** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4-2 LOCATION 2 - COCONUT AND SPRING CREEK



** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

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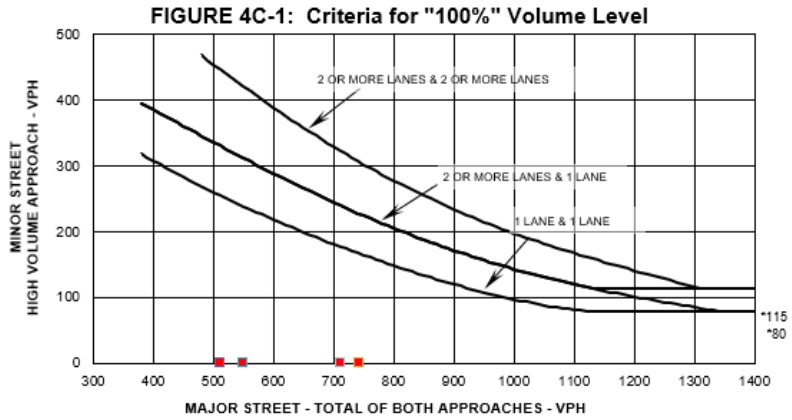
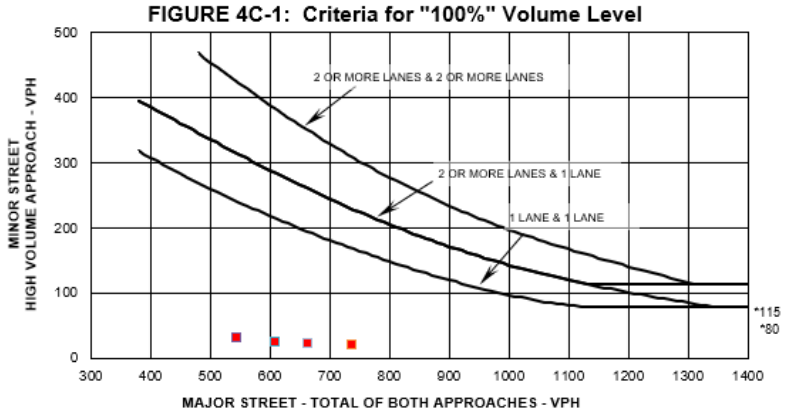
FIGURE 4-3 LOCATION 3 - COCONUT AND OLDE MEADOWBROOK



** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4-4 LOCATION 4 – COCONUT AND COCONUT SHORES



** Note: 115 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 80 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Warrant 3: Peak Hour Vehicular Volumes

The Peak Hour signal warrant is intended for use at a location where traffic conditions are such that for a minimum of one hour of an average day, the minor street traffic suffers undue delay when entering or crossing the major street.

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Figure 4C-3 of the MUTCD provides a graph with plotted volumes. Figures 4-5 to 4-8 show the corresponding plotted points for the analyzed intersections. The plotted point for peak hour volumes lies below the appropriate curve for each of the four intersections studied.

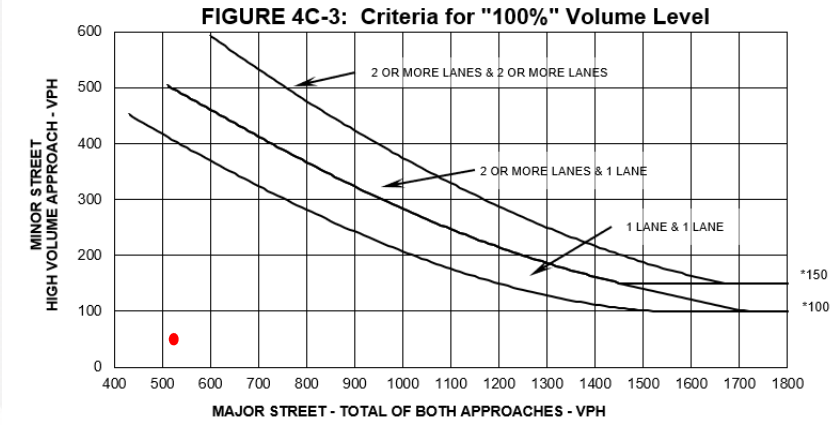
Conclusion: Coconut Road and El Dorado Boulevard – Warrant 3 has not been met

Coconut Road and Spring Creek Road – Warrant 3 has not been met

Coconut Road and Olde Meadowbrook Boulevard – Warrant 3 has not been met

Coconut Road and Coconut Shores Drive – Warrant 3 has not been met

FIGURE 4-5 LOCATION 1 – COCONUT AND EL DORADO



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

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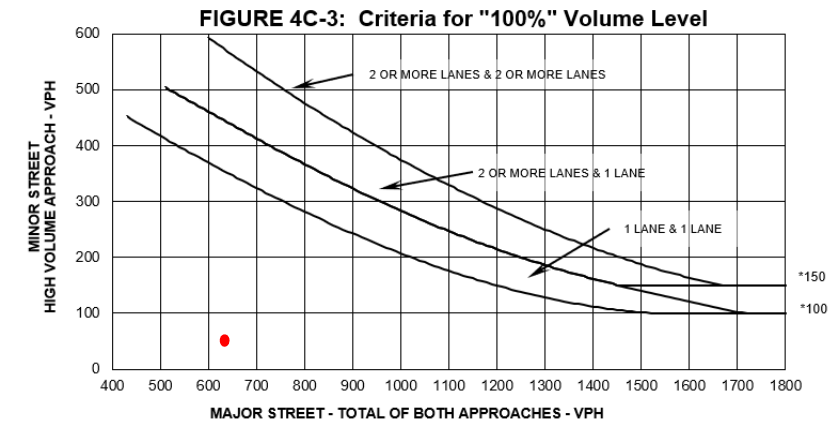
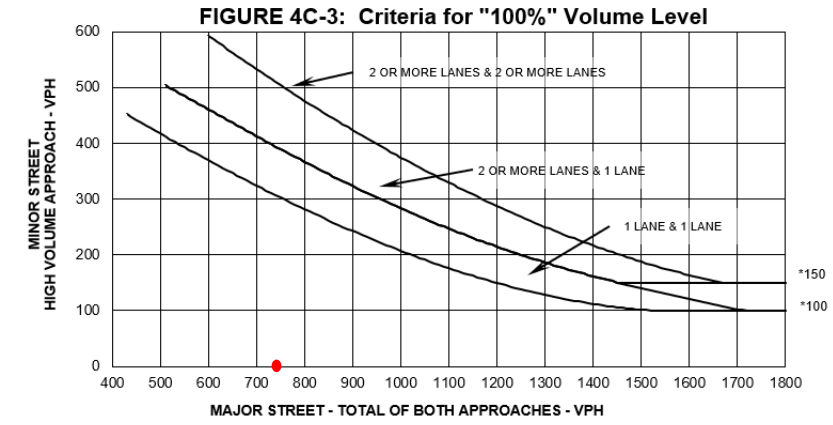
FIGURE 4-6 LOCATION 2 - COCONUT AND SPRING CREEK



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

FIGURE 4-7 LOCATION 3 - COCONUT AND OLDE MEADOWBROOK



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

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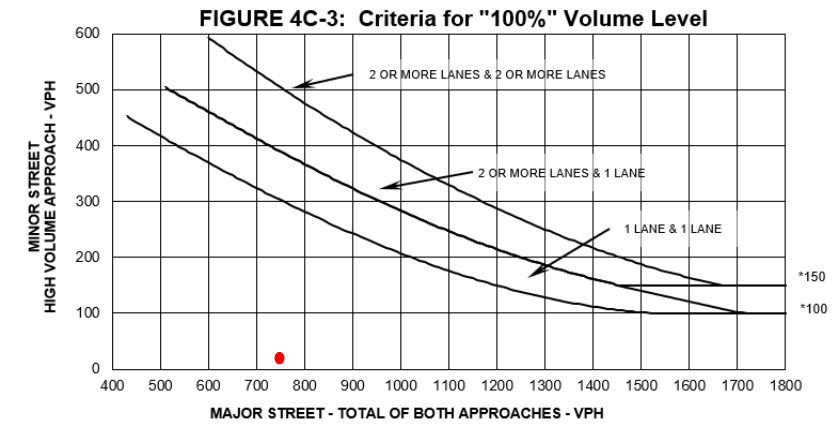
FIGURE 4-8 LOCATION 4 - COCONUT AND COCONUT SHORES



** Note: 150 vph applies as the lower threshold volume for a minor street approach with two or more lanes and 100 vph applies as the lower threshold volume threshold for a minor street approach with one lane.*

Warrant 4: Pedestrian Volume

This warrant is intended where the major street traffic causes pedestrians to experience excessive delays in crossing the major street. Either the average volume of vehicles per hour (vph) over any 4-hour period or the peak one-hour of an average day can be used to determine if this warrant is met.

Only a maximum of 19 pedestrians were observed in one hour crossing the major street at the intersection of Coconut Road and Spring Creek. For the intersections of Coconut Road and El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive, the maximum pedestrians observed in one hour were 6, 2, and 3 respectively. These values lie below the appropriate curve of Figure 4C-5 of the MUTCD for all intersections evaluated (Figures 4-9 to 4-12). Therefore, this warrant has not been met.

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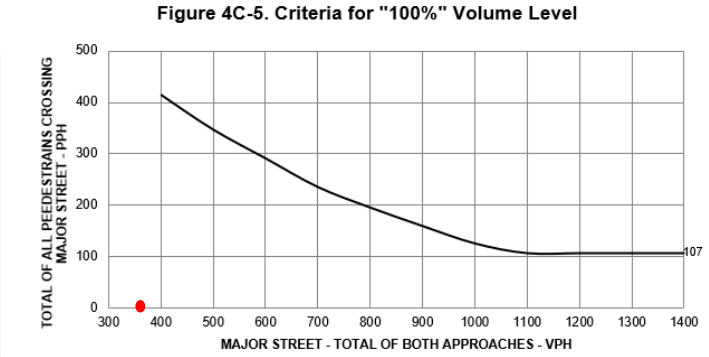
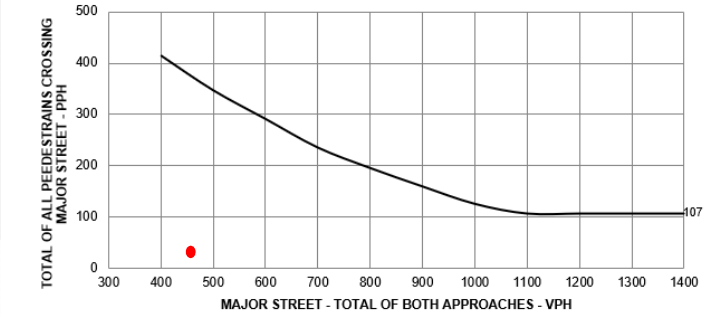
FIGURE 4-9 LOCATION 1 - COCONUT AND EL DORADO



* Note: 107 pph applies as the lower threshold volume

FIGURE 4-10 LOCATION 2 COCONUT AND SPRING CREEK



* Note: 107 pph applies as the lower threshold volume

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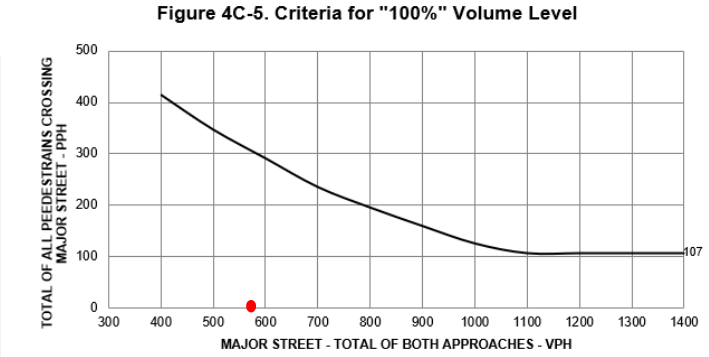
FIGURE 4-11 LOCATION 3 COCONUT AND OLDE MEADOWBROOK



* Note: 107 pph applies as the lower threshold volume

FIGURE 4-12 LOCATION 4 COCONUT AND COCONUT SHORES

* Note: 107 pph applies as the lower threshold volume

Conclusion: Coconut Road and El Dorado Boulevard – Warrant 4 has not been met

Coconut Road and Spring Creek Road – Warrant 4 has not been met

Coconut Road and Olde Meadowbrook Boulevard – Warrant 4 has not been met

Coconut Road and Coconut Shores Drive – Warrant 4 has not been met

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Warrant 5: School Crossing

The School Crossing signal warrant is intended for application where the fact that schoolchildren cross the major street is the principal reason to consider installing a traffic control signal. This warrant does not apply to any of the four intersections since none are not located near an established school crossing and no schoolchildren are anticipated to use these intersections as a school crossing.

Conclusion: Warrant 5 is Not Applicable

Warrant 6: Coordinated Signal System

The Coordinated Signal System warrant is intended for applications where installing traffic control signals at intersections, where they would not otherwise be needed, can be justified in order to maintain proper platooning of vehicles. This warrant does not apply because none of the four intersections necessitate progressive movement in a coordinated signal system.

Conclusion: Warrant 6 is Not Applicable

Warrant 7: Crash Experience

This warrant is intended where the severity and frequency of crashes are the principal reason for the installation of a signal. This warrant requires five or more crashes, of types susceptible to correction by a traffic signal to have occurred within a 12-month period. Crashes were obtained at or near the intersections of Coconut Road and El Dorado Boulevard, Coconut Road and Spring Creek Road, Coconut Road and Olde Meadowbrook Boulevard, and Coconut Road and Coconut Shores Drive for the last 5 years (2014-2018).

At the intersection of Coconut Road and El Dorado Boulevard, two total crashes occurred within the past five years, zero of them resulting in injuries. The intersection of Coconut Road and El Dorado Boulevard has less than five crashes occurring within a 12-month period, and thus the warrant is not met.

A total of five crashes occurred within the past five years at or near the intersection of Coconut Road and Spring Creek Road. Three of those resulting in injuries. The injury related crashes occurred on 11/21/2016, 1/29/2017, and 12/19/2017. The intersection of Coconut Road and Spring Creek Road included less than five crashes that occurred within a 12-month period, and therefore, the warrant is not met.

At the intersection of Coconut Road and Olde Meadowbrook Boulevard, one crash occurred resulting in two injuries. The incident occurred on 4/6/2016. The warrant has not been met for this intersection since there were less than five crashes that occurred within a 12-month period.

The intersection of Coconut Road and Coconut Shores Drive had no crashes within the last five years, consequently the warrant is not met.

Conclusion: Coconut Road and El Dorado Boulevard – Warrant 7 has not been met

Coconut Road and Spring Creek Road – Warrant 7 has not been met

Coconut Road and Olde Meadowbrook Boulevard – Warrant 7 has not been met

Coconut Road and Coconut Shores Drive – Warrant 7 has not been met

Warrant 8: Roadway Network

This warrant is intended where the installation of a signal would encourage concentrated and organized flow on the roadway network.

Conclusion: Warrant 8 is Not Applicable

Warrant 9: Intersection Near Grade Crossing

There is no grade crossing within the vicinity of the study.

Conclusion: Warrant 9 is Not Applicable

4.3 SWA Recommendations

This study investigated the need for a traffic signalization at the intersections of Coconut Road and El Dorado Boulevard, Coconut Road and Spring Creek Road, Coconut Road and Olde Meadowbrook Boulevard, and Coconut Road and Coconut Shores Drive. The MUTCD requires at least one warrant to be met in order to consider a new traffic signal. The signal warrant analysis showed that no warrants were met for any of the four intersections investigated. Table 4-5 provides a summary for all four intersections of the signal warrant analysis.

TABLE 4-5 SIGNAL WARRANT ANALYSIS SUMMARY

Warrant		Met	Not Met	Not Applicable
1	Eight-Hour Volume		X	
2	Four-Hour Volume		X	
3	Peak Hour		X	
4	Pedestrian Volume		X	
5	School Crossing			X
6	Coordinated Signal System			X
7	Crash Experience		X	
8	Roadway Network			X
9	Intersection Near a Grade Crossing			X

This study does not recommend the installation of traffic signals at the intersections of Coconut Road and El Dorado Boulevard, Coconut Road and Spring Creek Road, Coconut Road and Olde Meadowbrook Boulevard, or Coconut Road and Coconut Shores Drive.

5.0 Roundabout Analysis

Section 116.2 of the Florida Design Manual (FDM) states that a 3-step process has been established to determine if a roundabout is an appropriate control measure for a proposed intersection improvement. This roundabout analysis is based on the FDOT Step 1 Roundabout Screening analysis, FDOT Step 2 Roundabout Benefit/Cost evaluation and the MUTCD warrants 1 and 2 of the Signal Warrant Analysis. As previously noted, none of the intersections of the study meet Warrant 1 or Warrant 2 of the MUTCD Signal Warrant criteria for the existing year. Upon completion of the Step 1 Screening, a decision is made to either advance the roundabout to Step 2 B-C Evaluation or eliminate it from further consideration.

A preliminary roundabout screening analysis was used to determine if a one-lane roundabout at the intersections of Coconut Road and El Dorado Boulevard, Coconut Road and Spring Creek Road, Coconut Road and Olde Meadowbrook Boulevard, and Coconut Road and Coconut Shores would be viable.

5.1 Step 1 Screening and Results

The FDOT Step 1 Roundabout Screening is intended to quickly assess project-specific conditions and is based on six screening criteria including:

The screening criteria are as follows:

(1) Unfavorable topography or physical constraints (e.g., steep grade, R/W limitations, utility and drainage conflicts,) may limit visibility, complicate construction, or preclude accommodating the design vehicle.

(2) Major roadway AADT exceeds 90% of the total intersection AADT may cause poor operational performance due to limited gaps for minor road.

(3) Presence of pedestrians with special needs that may have difficulty crossing the roadway. This would include areas such as schools, retirement homes, trail crossings, parks, or institutions that serve the visually impaired.

(4) Intersections located within a coordinated signal network. In these situations, the operation of the arterial might be better served with a coordinated signalized intersection incorporated into the system.

(5) Locations where vehicles exiting the roundabout would be interrupted by downstream conditions. This could include proximity to:

(a) Over-capacity signals, freeway entrance ramps, or mid-block pedestrian crossings.

(b) Driveways for significant traffic generators

(c) Traffic control preemption (e.g., fire stations, railroad tracks, drawbridges)

(6) Proximity of historical sites, 4(f) sites, or socially significant trees, and the relocation of residences or businesses.

The presence of one or more of these conditions does not preclude the installation of a roundabout. However, the presence of any physical or geometric complications suggests that special attention will be necessary during the evaluation and design of the roundabout alternative.

According to the National Cooperative Highway Research Program (NCHRP) Roundabouts: An Informational Guide, a modern one lane roundabout diameter ranges from 90 to 180 feet. Three-legged roundabouts with a reduced inscribed diameter may be feasible at the aforementioned T-intersections along Coconut Road. Shifting the geometry of the roundabout towards the southern R/W to reduce impacts to the developed communities on the north should be further screened, specifically to identify impacts to R/W, visibility for the minor approaches, drainage conflicts, reduced buffer space, etc.. Pending further analysis and given that any R/W acquisition is cost feasible, a series of roundabouts is recommended.

5.2 Step 2 Benefit/Cost Evaluation and Results

The Step 2 Roundabout B/C Evaluation Spreadsheet compares the benefit/costs of a signalized intersection operation versus a roundabout option. Costs associated with safety, delay to persons in vehicles, operations and maintenance, and capital construction are incorporated into a spreadsheet for comparison. Since the signal warrant analysis determined that installation of traffic signals was not recommended for any of the four intersections of the study based on the existing traffic, a Benefit/Cost Evaluation was not performed.

5.3 Step 3 Geometric and Operational Analysis

The Step 3 Geometric and Operational Analysis includes a preliminary design that establishes the roundabout alignment, geometry, and lane requirements. The preliminary design must meet sight distance criteria, accommodate turning movements of the design vehicle, and control the operating speed of entering, circulating, and existing traffic. Since the Step 2 Benefit/Cost Evaluation and Results was not performed, Geometric and Operational Analysis was also not performed.

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6.0 Alternatives Analysis

The alternative analysis included addition/extension of turn lanes, installing traffic signalization, and installing modern one-lane roundabouts. Results for Signal Warrant Analysis and Roundabout Analysis are shown above.

6.1 Addition / Extension of Turn Lanes

The intersections of the study currently have turn lane configurations along Coconut Road shown in Table 6-1. During the Manual turning movement counts conducted Thursday, February 21st, 2019, no excessive queuing were noticed along any of the turning movements. The FDOT Median Handbook states that when a specific queue study does not exist, a 100 ft queue length is to be used.

Based on the 2019 turning count movements, the dedicated left turn lane at the intersection of Coconut Road and Spring Creek Road has an estimated queue of 100 feet based on the number of lefts counted during the peak PM hour. In addition to queue length, the deceleration length of 155 feet suggested for 40 mph is met with the current left turn lane configuration. The 2045 estimated left turns per PM peak hour indicates a estimated queue length of 125 feet, extending the suggested deceleration length beyond the current turn lane length. Extending the left turn lane would allow for the increase in left turns per hour expected in design year 2045.

TABLE 6-1 CURRENT TURN LANE CONFIGURATION

Intersection	Direction	
	EB	WB
Coconut Rd & El Dorado Blvd	None	None
Coconut Rd & Spring Creek Rd	None	Left Turn
Coconut Rd & Olde Meadowbrook Blvd	None	Right Turn
Coconut Rd & Coconut Shores Dr	None	Right Turn

6.2 Installing Traffic Signalization

The intersections of the study currently do not have any traffic signalization along Coconut Road and operate with a two way stop control. The Signal Warrant Analysis shows that none of the intersections are in need of traffic signalization at the current year. However with the failing conditions expected in the future, this analysis will need to be reevaluated to see if traffic signalization is needed for the future years.

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6.3 Installing Modern One-Lane Roundabouts

The roundabout LOS analysis showed that roundabouts would significantly reduce delay and improve LOS for the three failing intersections within the next 8-10 years. The Step 1 Screening of the Roundabout Analysis, showed that roundabouts are feasible in the selected locations. The intersection at Spring Creek Road was not considered for a roundabout because it is not expected to reach capacity by 2045 with existing conditions.

7.0 Conclusions and Recommendations

The intersections along Coconut Road currently operate at acceptable LOS. The intersections at El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive are expected to operate at a failing condition with the existing geometry in the Design Year 2045. Coconut Road from Coconut Shores Drive to US-41 is expected to reach AADT capacity by year 2027.

The intersection improvements at El Dorado Boulevard and Olde Meadowbrook Boulevard are anticipated to be needed by the years 2029 and 2028, respectively. The intersection improvement at Coconut Shores Drive and the additional capacity from Coconut Shores Drive to US-41 are anticipated to be needed by the year 2027.

The proposed geometry includes one-lane roundabouts at the intersections of El Dorado Boulevard, Olde Meadowbrook Boulevard, and Coconut Shores Drive if the right-of-way acquisition cost is feasible. A second alternative would be installing signalization at these intersections.

One-lane roundabouts are recommended for the intersections at El Dorado Boulevard, Olde Meadowbrook Boulevard and Coconut Shores Drive along Coconut Road. The intersection at Spring Creek Road is recommended to extend the WB left turn lane to 280 feet including taper and storage length. The turn lane extension is anticipated to be needed by the year 2028. Coconut Road from Coconut Shores Drive to US-41 is recommended to be widened to four lanes.

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Appendix A

24 Hour Automatic Machine Counts

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Coconut Road Traffic Study

Vehicular Count Report
Kisinger Campo & Associates

Daily Summary

Site: Coconut Rd. Location 1 (East of Spring Creek)
Site ID: JE356JET MC56-L5
Included Classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed Range: 6 – 99 mph
Direction: Eastbound

*** Thursday, February 21, 2019=4822, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
22	5	5	7	18	54	141	214	296	347	345	332	340	349	377	392	379	376	289	200	112	97	81	49
5	4	3	2	1	7	21	44	59	88	87	80	87	76	80	111	106	111	76	70	48	22	27	20
6	0	0	3	5	19	34	50	74	84	86	85	78	83	90	90	93	113	72	48	21	21	24	10
8	1	1	1	6	10	40	66	83	80	95	72	84	87	99	89	93	83	74	38	23	33	15	8
3	0	1	1	6	18	46	54	81	96	77	95	91	104	109	102	88	70	67	44	20	21	15	11

AM Peak 0945 - 1045 (363), AM PHF=0.95

Coconut Road Traffic Study

Vehicular Count Report
Kisinger Campo & Associates

Daily Summary

Site: Coconut Rd. Location 1 (East of Spring Creek)
Site ID: JE356JET MC56-L5
Included Classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed Range: 6 – 99 mph
Direction: Westbound

*** Thursday, February 21, 2019=4988, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
23	10	3	7	29	81	134	238	268	290	310	368	402	377	384	366	339	325	272	210	207	188	113	49
7	3	1	0	8	6	29	49	50	74	83	82	83	98	108	106	90	90	79	44	57	52	30	18
7	2	0	1	2	14	24	42	61	62	75	95	106	79	105	98	79	92	70	61	55	48	26	12
7	1	1	3	6	21	33	53	76	64	74	89	95	89	82	77	75	63	63	53	51	41	25	6
2	4	1	3	13	40	48	95	82	91	78	103	118	112	90	86	95	81	60	53	44	47	32	13

AM Peak 1145 - 1245 (386), AM PHF=0.91

Coconut Road Traffic Study

Vehicular Count Report
Kisinger Campo & Associates

Daily Summary

Site: Coconut Rd. Location 1 (East of Spring Creek)
Site ID: JE356JET MC56-L5
Included Classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed Range: 6 – 99 mph
Direction: Eastbound and Westbound Combined

*** Thursday, February 21, 2019=9810, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
45	15	8	14	47	135	275	451	564	637	654	699	741	726	761	757	718	701	561	410	319	285	194	97
12	7	4	2	9	13	50	93	109	162	170	162	170	174	187	217	196	201	155	114	105	74	57	38
13	2	0	4	7	33	58	92	135	146	161	180	184	162	195	187	172	204	142	109	76	69	50	22
15	2	2	4	12	31	73	119	158	143	169	161	179	176	181	166	167	146	137	90	74	74	40	14
5	4	2	4	19	58	94	149	163	187	155	198	209	216	198	188	183	151	127	97	64	68	47	24

AM Peak 1145 - 1245 (730), AM PHF=0.92

Coconut Road Traffic Study

Vehicular Count Report
Kisinger Campo & Associates

Daily Summary

Site: Coconut Rd. Location 2 (West of Spring Creek)
Site ID: JH712202 MC56-L5
Included Classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed Range: 6 – 99 mph
Direction: Eastbound

* **Thursday, February 21, 2019=4153, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
21	4	5	5	17	49	106	174	230	281	272	306	285	307	341	343	330	335	252	176	99	92	81	47
4	3	3	2	1	8	20	43	49	76	72	70	67	60	67	84	86	100	66	61	43	19	27	18
6	0	0	0	4	15	23	48	61	66	68	72	65	75	76	88	86	102	66	42	17	19	25	10
8	1	1	0	7	9	30	44	61	61	75	68	76	80	100	82	78	71	63	35	20	33	14	8
3	0	1	3	5	17	33	39	60	79	58	97	78	93	98	89	80	63	58	39	20	22	16	12

AM Peak 1100 - 1200 (306), AM PHF=0.79

Coconut Road Traffic Study

Vehicular Count Report
Kisinger Campo & Associates

Daily Summary

Site: Coconut Rd. Location 2 (West of Spring Creek)
Site ID: JH712202 MC56-L5
Included Classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed Range: 6 – 99 mph
Direction: Westbound

* **Thursday, February 21, 2019=4229, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
23	8	2	5	29	60	122	226	249	249	258	314	333	308	331	308	282	254	225	178	172	156	95	47
7	2	1	0	7	5	21	47	46	67	67	64	65	82	87	88	75	72	68	36	42	45	28	18
7	2	0	0	3	12	22	42	51	50	66	82	90	61	99	83	63	69	60	45	52	42	22	12
7	0	0	2	6	16	33	51	76	56	67	76	84	75	73	63	63	50	48	46	45	30	19	5
2	4	1	3	13	27	46	87	76	77	59	92	96	91	72	75	82	64	50	51	34	40	26	13

AM Peak 1145 - 1245 (330), AM PHF=0.90

Coconut Road Traffic Study

Vehicular Count Report
Kisinger Campo & Associates

Daily Summary

Site: Coconut Rd. Location 2 (West of Spring Creek)
Site ID: JH712202 MC56-L5
Included Classes: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13
Speed Range: 6 – 99 mph
Direction: Eastbound and Westbound Combined

* **Thursday, February 21, 2019=8382, 15 minute drops**

0000	0100	0200	0300	0400	0500	0600	0700	0800	0900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100	2200	2300
44	12	7	10	46	109	227	399	479	530	529	620	618	615	671	650	612	589	477	353	271	248	176	94
11	5	4	2	8	13	41	90	95	143	138	133	132	142	154	172	161	171	133	97	85	64	55	36
13	2	0	0	7	27	45	90	112	116	133	154	154	136	175	170	149	171	125	87	68	61	47	22
15	1	1	2	13	25	63	95	137	117	142	144	159	155	173	145	141	121	111	81	65	63	33	13
5	4	2	6	18	44	79	126	136	156	117	189	174	183	170	164	162	127	108	90	54	61	42	24

AM Peak 1145 - 1245 (633), AM PHF=0.84

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Appendix B

2018 FDOT Peak Season Factor Category Report

201 North Franklin Street, Suite 400 | Tampa, Florida 33602 | PHONE 813 871-5331 FAX 813 871-5135 | www.kisingercampo.com

2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: DISTRICT
CATEGORY: 1200 LEE COUNTYWIDE

WEEK	DATES	SF	MOCF: 0.91 PSCF
1	01/01/2018 - 01/06/2018	0.99	1.09
2	01/07/2018 - 01/13/2018	0.98	1.08
3	01/14/2018 - 01/20/2018	0.98	1.08
4	01/21/2018 - 01/27/2018	0.96	1.05
* 5	01/28/2018 - 02/03/2018	0.94	1.03
* 6	02/04/2018 - 02/10/2018	0.92	1.01
* 7	02/11/2018 - 02/17/2018	0.90	0.99
* 8	02/18/2018 - 02/24/2018	0.90	0.99
* 9	02/25/2018 - 03/03/2018	0.89	0.98
*10	03/04/2018 - 03/10/2018	0.88	0.97
*11	03/11/2018 - 03/17/2018	0.88	0.97
*12	03/18/2018 - 03/24/2018	0.89	0.98
*13	03/25/2018 - 03/31/2018	0.90	0.99
*14	04/01/2018 - 04/07/2018	0.91	1.00
*15	04/08/2018 - 04/14/2018	0.92	1.01
*16	04/15/2018 - 04/21/2018	0.93	1.02
*17	04/22/2018 - 04/28/2018	0.95	1.04
18	04/29/2018 - 05/05/2018	0.97	1.07
19	05/06/2018 - 05/12/2018	0.99	1.09
20	05/13/2018 - 05/19/2018	1.01	1.11
21	05/20/2018 - 05/26/2018	1.02	1.12
22	05/27/2018 - 06/02/2018	1.03	1.13
23	06/03/2018 - 06/09/2018	1.03	1.13
24	06/10/2018 - 06/16/2018	1.04	1.14
25	06/17/2018 - 06/23/2018	1.04	1.14
26	06/24/2018 - 06/30/2018	1.05	1.15
27	07/01/2018 - 07/07/2018	1.05	1.15
28	07/08/2018 - 07/14/2018	1.06	1.16
29	07/15/2018 - 07/21/2018	1.06	1.16
30	07/22/2018 - 07/28/2018	1.06	1.16
31	07/29/2018 - 08/04/2018	1.06	1.16
32	08/05/2018 - 08/11/2018	1.06	1.16
33	08/12/2018 - 08/18/2018	1.07	1.18
34	08/19/2018 - 08/25/2018	1.08	1.19
35	08/26/2018 - 09/01/2018	1.09	1.20
36	09/02/2018 - 09/08/2018	1.11	1.22
37	09/09/2018 - 09/15/2018	1.12	1.23
38	09/16/2018 - 09/22/2018	1.10	1.21
39	09/23/2018 - 09/29/2018	1.08	1.19
40	09/30/2018 - 10/06/2018	1.07	1.18
41	10/07/2018 - 10/13/2018	1.05	1.15
42	10/14/2018 - 10/20/2018	1.03	1.13
43	10/21/2018 - 10/27/2018	1.02	1.12
44	10/28/2018 - 11/03/2018	1.01	1.11
45	11/04/2018 - 11/10/2018	1.00	1.10
46	11/11/2018 - 11/17/2018	0.99	1.09
47	11/18/2018 - 11/24/2018	0.99	1.09
48	11/25/2018 - 12/01/2018	0.99	1.09
49	12/02/2018 - 12/08/2018	0.99	1.09
50	12/09/2018 - 12/15/2018	0.99	1.09
51	12/16/2018 - 12/22/2018	0.99	1.09
52	12/23/2018 - 12/29/2018	0.98	1.08
53	12/30/2018 - 12/31/2018	0.98	1.08

* PEAK SEASON

26-FEB-2019 18:31:28 830UPD 1_1200_PKSEASON.TXT

2018 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: DISTRICT
CATEGORY: 1201 US41

WEEK	DATES	SF	MOCF: 0.95 PSCF
1	01/01/2018 - 01/06/2018	1.00	1.05
2	01/07/2018 - 01/13/2018	1.00	1.05
3	01/14/2018 - 01/20/2018	0.99	1.04
4	01/21/2018 - 01/27/2018	0.98	1.03
* 5	01/28/2018 - 02/03/2018	0.97	1.02
* 6	02/04/2018 - 02/10/2018	0.95	1.00
* 7	02/11/2018 - 02/17/2018	0.94	0.99
* 8	02/18/2018 - 02/24/2018	0.94	0.99
* 9	02/25/2018 - 03/03/2018	0.94	0.99
*10	03/04/2018 - 03/10/2018	0.93	0.98
*11	03/11/2018 - 03/17/2018	0.93	0.98
*12	03/18/2018 - 03/24/2018	0.94	0.99
*13	03/25/2018 - 03/31/2018	0.95	1.00
*14	04/01/2018 - 04/07/2018	0.95	1.00
*15	04/08/2018 - 04/14/2018	0.96	1.01
*16	04/15/2018 - 04/21/2018	0.97	1.02
*17	04/22/2018 - 04/28/2018	0.98	1.03
18	04/29/2018 - 05/05/2018	1.00	1.05
19	05/06/2018 - 05/12/2018	1.01	1.06
20	05/13/2018 - 05/19/2018	1.02	1.07
21	05/20/2018 - 05/26/2018	1.03	1.08
22	05/27/2018 - 06/02/2018	1.03	1.08
23	06/03/2018 - 06/09/2018	1.04	1.09
24	06/10/2018 - 06/16/2018	1.04	1.09
25	06/17/2018 - 06/23/2018	1.05	1.11
26	06/24/2018 - 06/30/2018	1.05	1.11
27	07/01/2018 - 07/07/2018	1.06	1.12
28	07/08/2018 - 07/14/2018	1.06	1.12
29	07/15/2018 - 07/21/2018	1.07	1.13
30	07/22/2018 - 07/28/2018	1.06	1.12
31	07/29/2018 - 08/04/2018	1.05	1.11
32	08/05/2018 - 08/11/2018	1.04	1.09
33	08/12/2018 - 08/18/2018	1.03	1.08
34	08/19/2018 - 08/25/2018	1.04	1.09
35	08/26/2018 - 09/01/2018	1.04	1.09
36	09/02/2018 - 09/08/2018	1.05	1.11
37	09/09/2018 - 09/15/2018	1.05	1.11
38	09/16/2018 - 09/22/2018	1.04	1.09
39	09/23/2018 - 09/29/2018	1.03	1.08
40	09/30/2018 - 10/06/2018	1.02	1.07
41	10/07/2018 - 10/13/2018	1.01	1.06
42	10/14/2018 - 10/20/2018	1.00	1.05
43	10/21/2018 - 10/27/2018	1.00	1.05
44	10/28/2018 - 11/03/2018	1.00	1.05
45	11/04/2018 - 11/10/2018	1.00	1.05
46	11/11/2018 - 11/17/2018	1.00	1.05
47	11/18/2018 - 11/24/2018	1.00	1.05
48	11/25/2018 - 12/01/2018	1.00	1.05
49	12/02/2018 - 12/08/2018	1.00	1.05
50	12/09/2018 - 12/15/2018	1.00	1.05
51	12/16/2018 - 12/22/2018	1.00	1.05
52	12/23/2018 - 12/29/2018	0.99	1.04
53	12/30/2018 - 12/31/2018	0.99	1.04

* PEAK SEASON

26-FEB-2019 18:31:28 830UPD 1_1201_PKSEASON.TXT

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Appendix C

Manual Turning Movement Counts

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Intersection of Coconut Rd & El Dorado Blvd

Street Name	From North (El Dorado Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
7:00 AM	0	0	24	0	2	38	0	0	0	0	0	0	0	22	0	0
7:15 AM	1	0	25	1	6	35	0	0	0	0	0	0	0	19	0	0
7:30 AM	1	0	24	0	2	42	0	0	0	0	0	0	0	13	0	0
7:45 AM	0	0	10	3	7	79	0	1	0	0	0	1	0	25	1	0
8:00 AM	0	0	17	1	8	45	0	0	0	0	0	0	0	35	0	0
8:15 AM	0	0	26	0	1	42	0	0	0	0	0	1	0	29	0	1
8:30 AM	0	0	15	0	4	56	0	0	0	0	0	0	0	38	0	2
8:45 AM	0	0	11	2	0	43	0	0	0	0	0	0	0	42	0	0

	From North (El Dorado Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(7:45-8:45)**	0	0	68	4	20	222	0	1	0	0	0	2	0	127	1	3

Street Name	From North (El Dorado Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
4:00 PM	1	0	5	0	16	50	0	0	0	0	0	0	0	61	0	0
4:15 PM	0	0	9	0	21	37	0	0	0	0	0	0	0	84	1	0
4:30 PM	1	0	10	0	12	39	0	0	0	0	0	0	0	76	0	0
4:45 PM	0	0	8	0	10	45	0	1	0	0	0	0	0	66	0	0
5:00 PM	0	0	5	1	25	28	0	0	0	0	0	0	0	72	0	0
5:15 PM	0	0	9	0	15	36	0	0	0	0	0	0	0	74	0	0
5:30 PM	0	0	6	4	24	39	0	0	0	0	0	0	0	64	1	0
5:45 PM	0	0	6	1	20	42	0	0	0	0	0	0	0	56	0	1

	From North (El Dorado Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(4:15-5:15)**	1	0	32	1	68	149	0	1	0	0	0	0	0	298	1	0

Seasonal Factor				
	From North (El Dorado Blvd)	From East (Coconut Rd)	From South (N/A)	From West (Coconut Rd)
Exiting Intersection	767 N	3667 E	0 S	1667 W
Entering Intersection	367 S	2411 W	0 N	3322 E
Daily Traffic Total	1133	6078	0	4989
ADT	**1100**	**6100**	**0**	**5000**
AADT	**1000**	**5700**	**0**	**4700**

	From North (El Dorado Blvd)	From East (Coconut Rd)	From South (N/A)	From West (Coconut Rd)
Exiting Intersection	69 N	330 E	0 S	150 W
Entering Intersection	33 S	217 W	0 N	299 E
Total Hourly Traffic	102	547	0	449
Direction Factor	67.65%	60.33%	N/A	33.41%

Intersection of Coconut Rd & Spring Creek Rd

Street Name	From North (N/A)				From East (Coconut Rd)				From South (Spring Creek Rd)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
7:00 AM	0	0	0	0	0	25	3	3	14	0	0	0	1	36	0	1
7:15 AM	0	0	0	0	1	44	3	3	19	0	0	0	1	48	0	5
7:30 AM	0	0	0	0	0	75	3	1	21	0	0	1	1	49	0	1
7:45 AM	0	0	0	0	0	85	6	6	13	0	0	0	0	47	0	9
8:00 AM	0	0	0	0	0	72	8	6	13	0	0	0	0	49	0	6
8:15 AM	0	0	0	0	0	66	5	2	16	0	1	0	0	43	0	3
8:30 AM	0	0	0	0	0	62	7	5	22	0	1	0	1	36	0	2
8:45 AM	0	0	0	1	1	47	16	6	16	0	0	1	1	52	0	4

	From North (N/A)				From East (Coconut Rd)				From South (Spring Creek Rd)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(7:30-8:30)**	0	0	0	0	0	298	22	15	63	0	1	1	1	188	0	19

Street Name	From North (N/A)				From East (Coconut Rd)				From South (Spring Creek Rd)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
4:00 PM	0	0	0	0	0	65	23	1	12	0	1	0	0	66	0	2
4:15 PM	0	0	0	0	0	56	20	0	11	0	1	0	0	92	0	3
4:30 PM	0	0	0	0	0	50	14	3	17	0	1	0	1	80	0	1
4:45 PM	0	0	0	0	0	57	17	3	12	0	0	0	1	78	0	3
5:00 PM	0	0	0	0	0	51	23	3	17	0	1	0	1	72	0	3
5:15 PM	0	0	0	0	0	48	21	3	4	0	0	0	1	83	0	1
5:30 PM	0	0	0	0	0	62	21	1	9	0	0	1	0	67	0	0
5:45 PM	0	0	0	0	0	61	20	1	18	0	0	0	1	64	0	2

	From North (N/A)				From East (Coconut Rd)				From South (Spring Creek Rd)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(4:15-5:15)**	0	0	0	0	0	214	74	9	57	0	3	0	3	322	0	10

Seasonal Factor				
	From North (N/A)	From East (Coconut Rd)	From South (Spring Creek Rd)	From West (Coconut Rd)
Exiting Intersection	0 N	4211 E	856 S	2411 W
Entering Intersection	0 S	3200 W	667 N	3611 E
Daily Traffic Total	0	7411	1522	6022
ADT	**0**	**7400**	**1500**	**6000**
AADT	**0**	**7000**	**1400**	**5600**

	From North (N/A)	From East (Coconut Rd)	From South (Spring Creek Rd)	From West (Coconut Rd)
Exiting Intersection	0 N	379 E	77 S	217 W
Entering Intersection	0 S	288 W	667 N	325 E
Total Hourly Traffic	0	667	744	542
Direction Factor	N/A	56.82%	10.35%	40.04%

Intersection of Coconut Rd & Olde Meadowbrook Blvd

Street Name	From North (Olde Meadowbrook Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
7:00 AM	1	0	14	0	4	26	0	0	0	0	0	0	0	49	0	0
7:15 AM	1	0	14	0	6	51	0	1	0	0	0	0	0	65	0	0
7:30 AM	0	0	17	0	5	74	0	1	0	0	0	1	0	69	0	0
7:45 AM	1	0	14	0	6	96	0	1	0	0	0	1	0	58	0	0
8:00 AM	0	0	9	0	8	81	0	0	0	0	0	0	0	63	0	1
8:15 AM	0	0	12	0	3	67	0	0	0	0	0	0	0	56	1	0
8:30 AM	1	0	11	0	3	61	0	0	0	0	0	0	0	57	1	0
8:45 AM	1	0	13	0	9	69	0	1	0	0	0	0	0	69	0	1

	From North (Olde Meadowbrook Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(7:30-8:30)**	1	0	52	0	22	318	0	2	0	0	0	2	0	246	1	1

Street Name	From North (El Dorado Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
4:00 PM	1	0	8	0	14	83	0	0	0	0	0	0	0	90	0	0
4:15 PM	0	0	5	0	11	76	0	0	0	0	0	0	0	118	1	0
4:30 PM	2	0	7	0	12	62	0	0	0	0	0	0	0	99	0	0
4:45 PM	0	0	7	0	21	74	0	0	0	0	0	0	0	79	0	0
5:00 PM	2	0	15	0	15	85	0	0	0	0	0	0	0	93	0	0
5:15 PM	0	0	7	0	12	86	0	0	0	0	0	1	0	107	1	0
5:30 PM	0	0	7	0	7	77	0	0	0	0	0	0	0	69	0	0
5:45 PM	0	0	10	0	19	82	0	1	0	0	0	0	0	53	3	0

	From North (Olde Meadowbrook Blvd)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(4:30-5:30)**	4	0	36	0	60	307	0	0	0	0	0	1	0	378	1	0

Seasonal Factor				
	From North (Olde Meadowbrook Blvd)	**From East (Coconut Rd)**	**From South (N/A)**	**From West (Coconut Rd)**
Exiting Intersection	678 N	4600 E	0 S	3456 W
Entering Intersection	444 S	4078 W	0 N	4211 E
Daily Traffic Total	1122	8678	0	7667
ADT	**1100**	**8700**	**0**	**7700**
AADT	**1000**	**8200**	**0**	**7200**

	From North (Olde Meadowbrook Blvd)	From East (Coconut Rd)	From South (N/A)	From West (Coconut Rd)
Exiting Intersection	61 N	414 E	0 S	311 W
Entering Intersection	40 S	367 W	0 N	379 E
Total Hourly Traffic	101	781	0	690
Direction Factor	60.40%	53.01%	N/A	45.07%

Intersection of Coconut Rd & Coconut Shores Dr

Street Name	From North (Coconut Shores Dr)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
7:00 AM	1	0	8	1	1	40	0	0	0	0	0	0	0	61	0	0
7:15 AM	0	0	5	1	1	49	0	0	0	0	0	0	0	60	0	0
7:30 AM	1	0	8	2	1	62	0	0	0	0	0	0	0	90	0	0
7:45 AM	1	0	8	0	1	88	0	0	0	0	0	0	0	90	0	1
8:00 AM	0	0	6	0	2	72	0	0	0	0	0	0	0	56	0	0
8:15 AM	0	0	6	0	0	83	0	0	0	0	0	0	0	86	0	2
8:30 AM	0	0	6	2	5	62	0	0	0	0	0	0	0	87	0	1
8:45 AM	1	0	8	0	3	73	0	0	0	0	0	0	0	79	0	0

	From North (Coconut Shores Dr)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(7:30-8:30)**	2	0	28	2	4	305	0	0	0	0	0	0	0	322	0	3

Street Name	From North (Coconut Shores Dr)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
Start Time	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
4:00 PM	0	0	2	0	7	68	0	0	0	0	0	0	0	91	0	0
4:15 PM	0	0	6	0	7	72	0	0	0	0	0	0	0	94	1	0
4:30 PM	0	0	6	0	12	85	0	0	0	0	0	0	0	107	0	0
4:45 PM	2	0	6	2	3	97	0	0	0	0	0	0	0	92	1	0
5:00 PM	0	0	9	0	11	73	0	0	0	0	0	0	0	106	0	1
5:15 PM	1	0	6	0	6	72	0	0	0	0	0	0	0	83	0	1
5:30 PM	0	0	3	0	1	78	0	0	0	0	0	0	0	75	0	0
5:45 PM	0	0	4	0	6	85	0	0	0	0	0	0	0	66	0	0

	From North (Coconut Shores Dr)				From East (Coconut Rd)				From South (N/A)				From West (Coconut Rd)			
	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds	Right	Thru	Left	Peds
Peak **(4:15-5:15)**	2	0	27	2	33	327	0	0	0	0	0	0	0	399	2	1

Seasonal Factor				
	From North (Coconut Shores Dr)	From East (Coconut Rd)	From South (N/A)	From West (Coconut Rd)
Exiting Intersection	389 N	4733 E	0 S	3656 W
Entering Intersection	322 S	4000 W	0 N	4456 E
Daily Traffic Total	711	8733	0	8111
ADT	**700**	**8700**	**0**	**8100**
AADT	**700**	**8200**	**0**	**7600**

	From North (Coconut Shores Dr)	From East (Coconut Rd)	From South (N/A)	From West (Coconut Rd)
Exiting Intersection	35 N	426 E	0 S	329 W
Entering Intersection	29 S	360 W	0 N	401 E
Total Hourly Traffic	64	786	0	730
Direction Factor	54.69%	54.20%	N/A	45.07%

KCA | KISINGER CAMPO & ASSOCIATES

Appendix D

Synchro and SIDRA LOS Computer Output

201 North Franklin Street, Suite 400 | Tampa, Florida 33602 | PHONE 813 871-5331 FAX 813 871-5135 | www.kisingercampo.com

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 05/31/2019

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	127	222	20	68	0
Future Vol, veh/h	1	127	222	20	68	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	138	241	22	74	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	263	0	-	0	392	252
Stage 1	-	-	-	-	252	-
Stage 2	-	-	-	-	140	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1301	-	-	-	612	787
Stage 1	-	-	-	-	790	-
Stage 2	-	-	-	-	887	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1301	-	-	-	611	787
Mov Cap-2 Maneuver	-	-	-	-	611	-
Stage 1	-	-	-	-	789	-
Stage 2	-	-	-	-	887	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	11.7
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1301	-	-	-	611
HCM Lane V/C Ratio	0.001	-	-	-	0.121
HCM Control Delay (s)	7.8	0	-	-	11.7
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 05/31/2019

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	298	149	68	32	1
Future Vol, veh/h	1	298	149	68	32	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	324	162	74	35	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	236	0	-	0	525	199
Stage 1	-	-	-	-	199	-
Stage 2	-	-	-	-	326	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1331	-	-	-	513	842
Stage 1	-	-	-	-	835	-
Stage 2	-	-	-	-	731	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1331	-	-	-	512	842
Mov Cap-2 Maneuver	-	-	-	-	512	-
Stage 1	-	-	-	-	834	-
Stage 2	-	-	-	-	731	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	12.5
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1331	-	-	-	518
HCM Lane V/C Ratio	0.001	-	-	-	0.069
HCM Control Delay (s)	7.7	0	-	-	12.5
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 05/31/2019

Intersection	
Int Delay, s/veh	1.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	188	1	22	298	1	63
Future Vol, veh/h	188	1	22	298	1	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	204	1	24	324	1	68

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	205	0	577	205
Stage 1	-	-	-	-	205	-
Stage 2	-	-	-	-	372	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1366	-	478	836
Stage 1	-	-	-	-	829	-
Stage 2	-	-	-	-	697	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1366	-	469	836
Mov Cap-2 Maneuver	-	-	-	-	469	-
Stage 1	-	-	-	-	829	-
Stage 2	-	-	-	-	684	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.5	9.8
HCM LOS			A

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	826	-	-	1366	-
HCM Lane V/C Ratio	0.084	-	-	0.018	-
HCM Control Delay (s)	9.8	-	-	7.7	-
HCM Lane LOS	A	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.1	-

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 05/31/2019

Intersection	
Int Delay, s/veh	1.9

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	322	3	74	214	3	57
Future Vol, veh/h	322	3	74	214	3	57
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	350	3	80	233	3	62

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	353	0	745	352
Stage 1	-	-	-	-	352	-
Stage 2	-	-	-	-	393	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1206	-	382	692
Stage 1	-	-	-	-	712	-
Stage 2	-	-	-	-	682	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1206	-	357	692
Mov Cap-2 Maneuver	-	-	-	-	357	-
Stage 1	-	-	-	-	712	-
Stage 2	-	-	-	-	637	-

Approach	EB	WB	NB
HCM Control Delay, s	0	2.1	11
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	661	-	-	1206	-
HCM Lane V/C Ratio	0.099	-	-	0.067	-
HCM Control Delay (s)	11	-	-	8.2	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.3	-	-	0.2	-

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 05/31/2019

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	246	318	22	52	1
Future Vol, veh/h	1	246	318	22	52	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	260	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	267	346	24	57	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	370	0	-	0	615	346
Stage 1	-	-	-	-	346	-
Stage 2	-	-	-	-	269	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1189	-	-	-	455	697
Stage 1	-	-	-	-	716	-
Stage 2	-	-	-	-	776	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1189	-	-	-	455	697
Mov Cap-2 Maneuver	-	-	-	-	455	-
Stage 1	-	-	-	-	715	-
Stage 2	-	-	-	-	776	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	14
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1189	-	-	-	458
HCM Lane V/C Ratio	0.001	-	-	-	0.126
HCM Control Delay (s)	8	0	-	-	14
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.4

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 05/31/2019

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	378	307	60	36	4
Future Vol, veh/h	1	378	307	60	36	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	260	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	411	334	65	39	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	399	0	-	0	747	334
Stage 1	-	-	-	-	334	-
Stage 2	-	-	-	-	413	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1160	-	-	-	381	708
Stage 1	-	-	-	-	725	-
Stage 2	-	-	-	-	668	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1160	-	-	-	381	708
Mov Cap-2 Maneuver	-	-	-	-	381	-
Stage 1	-	-	-	-	724	-
Stage 2	-	-	-	-	668	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.1
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1160	-	-	-	399
HCM Lane V/C Ratio	0.001	-	-	-	0.109
HCM Control Delay (s)	8.1	0	-	-	15.1
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.4

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 05/31/2019

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	322	305	4	28	2
Future Vol, veh/h	0	322	305	4	28	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	295	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	350	332	4	30	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	336	0	-	0	682	332
Stage 1	-	-	-	-	332	-
Stage 2	-	-	-	-	350	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1223	-	-	-	415	710
Stage 1	-	-	-	-	727	-
Stage 2	-	-	-	-	713	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1223	-	-	-	415	710
Mov Cap-2 Maneuver	-	-	-	-	415	-
Stage 1	-	-	-	-	727	-
Stage 2	-	-	-	-	713	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	14.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1223	-	-	-	427
HCM Lane V/C Ratio	-	-	-	-	0.076
HCM Control Delay (s)	0	-	-	-	14.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0.2

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 05/31/2019

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	399	327	33	27	2
Future Vol, veh/h	2	399	327	33	27	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	295	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	434	355	36	29	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	391	0	-	0	793	355
Stage 1	-	-	-	-	355	-
Stage 2	-	-	-	-	438	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1168	-	-	-	358	689
Stage 1	-	-	-	-	710	-
Stage 2	-	-	-	-	651	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1168	-	-	-	357	689
Mov Cap-2 Maneuver	-	-	-	-	357	-
Stage 1	-	-	-	-	709	-
Stage 2	-	-	-	-	651	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	15.7
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1168	-	-	-	369
HCM Lane V/C Ratio	0.002	-	-	-	0.085
HCM Control Delay (s)	8.1	0	-	-	15.7
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.3

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 06/10/2019

Intersection						
Int Delay, s/veh	2.8					

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	292	320	37	120	1
Future Vol, veh/h	2	292	320	37	120	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	317	348	40	130	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	388	0	-	0	689	368
Stage 1	-	-	-	-	368	-
Stage 2	-	-	-	-	321	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1170	-	-	-	412	677
Stage 1	-	-	-	-	700	-
Stage 2	-	-	-	-	735	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1170	-	-	-	411	677
Mov Cap-2 Maneuver	-	-	-	-	411	-
Stage 1	-	-	-	-	699	-
Stage 2	-	-	-	-	735	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	17.8
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1170	-	-	-	412
HCM Lane V/C Ratio	0.002	-	-	-	0.319
HCM Control Delay (s)	8.1	0	-	-	17.8
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	1.4

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 06/10/2019

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	424	274	130	67	2
Future Vol, veh/h	2	424	274	130	67	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	461	298	141	73	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	439	0	-	0	834	369
Stage 1	-	-	-	-	369	-
Stage 2	-	-	-	-	465	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1121	-	-	-	338	677
Stage 1	-	-	-	-	699	-
Stage 2	-	-	-	-	632	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1121	-	-	-	337	677
Mov Cap-2 Maneuver	-	-	-	-	337	-
Stage 1	-	-	-	-	698	-
Stage 2	-	-	-	-	632	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	18.5
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1121	-	-	-	342
HCM Lane V/C Ratio	0.002	-	-	-	0.219
HCM Control Delay (s)	8.2	0	-	-	18.5
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.8

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 06/10/2019

Intersection	
Int Delay, s/veh	1.2

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	426	2	23	361	2	66
Future Vol, veh/h	426	2	23	361	2	66
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	463	2	25	392	2	72

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	465	0	906	464
Stage 1	-	-	-	-	464	-
Stage 2	-	-	-	-	442	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1096	-	307	598
Stage 1	-	-	-	-	633	-
Stage 2	-	-	-	-	648	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1096	-	300	598
Mov Cap-2 Maneuver	-	-	-	-	300	-
Stage 1	-	-	-	-	633	-
Stage 2	-	-	-	-	633	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.5	12.1
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	581	-	-	1096	-
HCM Lane V/C Ratio	0.127	-	-	0.023	-
HCM Control Delay (s)	12.1	-	-	8.4	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.4	-	-	0.1	-

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 06/10/2019

Intersection	
Int Delay, s/veh	1.5

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	495	4	78	414	4	60
Future Vol, veh/h	495	4	78	414	4	60
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	538	4	85	450	4	65

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	542	0	1160	540
Stage 1	-	-	-	-	540	-
Stage 2	-	-	-	-	620	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	1027	-	216	542
Stage 1	-	-	-	-	584	-
Stage 2	-	-	-	-	536	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	1027	-	198	542
Mov Cap-2 Maneuver	-	-	-	-	198	-
Stage 1	-	-	-	-	584	-
Stage 2	-	-	-	-	492	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.4	13.6
HCM LOS			B

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	489	-	-	1027	-
HCM Lane V/C Ratio	0.142	-	-	0.083	-
HCM Control Delay (s)	13.6	-	-	8.8	-
HCM Lane LOS	B	-	-	A	-
HCM 95th %tile Q(veh)	0.5	-	-	0.3	-

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 06/10/2019

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	490	390	23	55	1
Future Vol, veh/h	2	490	390	23	55	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	300	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	533	424	25	60	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	449	0	-	0	961	424
Stage 1	-	-	-	-	424	-
Stage 2	-	-	-	-	537	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1111	-	-	-	284	630
Stage 1	-	-	-	-	660	-
Stage 2	-	-	-	-	586	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1111	-	-	-	283	630
Mov Cap-2 Maneuver	-	-	-	-	283	-
Stage 1	-	-	-	-	658	-
Stage 2	-	-	-	-	586	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	21
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1111	-	-	-	286
HCM Lane V/C Ratio	0.002	-	-	-	0.213
HCM Control Delay (s)	8.2	0	-	-	21
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.8

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 06/10/2019

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	553	488	63	38	4
Future Vol, veh/h	2	553	488	63	38	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	300	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	601	530	68	41	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	598	0	-	0	1135	530
Stage 1	-	-	-	-	530	-
Stage 2	-	-	-	-	605	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	979	-	-	-	224	549
Stage 1	-	-	-	-	590	-
Stage 2	-	-	-	-	545	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	979	-	-	-	223	549
Mov Cap-2 Maneuver	-	-	-	-	223	-
Stage 1	-	-	-	-	588	-
Stage 2	-	-	-	-	545	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	23.9
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	979	-	-	-	236
HCM Lane V/C Ratio	0.002	-	-	-	0.193
HCM Control Delay (s)	8.7	0	-	-	23.9
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.7

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 06/10/2019

Intersection	
Int Delay, s/veh	0.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	1	544	411	4	29	2
Future Vol, veh/h	1	544	411	4	29	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	340	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	591	447	4	32	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	451	0	-	0	1040	447
Stage 1	-	-	-	-	447	-
Stage 2	-	-	-	-	593	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1109	-	-	-	255	612
Stage 1	-	-	-	-	644	-
Stage 2	-	-	-	-	552	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1109	-	-	-	255	612
Mov Cap-2 Maneuver	-	-	-	-	255	-
Stage 1	-	-	-	-	643	-
Stage 2	-	-	-	-	552	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	20.6
HCM LOS			C

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1109	-	-	-	265
HCM Lane V/C Ratio	0.001	-	-	-	0.127
HCM Control Delay (s)	8.2	0	-	-	20.6
HCM Lane LOS	A	A	-	-	C
HCM 95th %tile Q(veh)	0	-	-	-	0.4

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 06/10/2019

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	589	548	35	28	3
Future Vol, veh/h	2	589	548	35	28	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	340	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	640	596	38	30	3

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	634	0	-	0	1240	596
Stage 1	-	-	-	-	596	-
Stage 2	-	-	-	-	644	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	949	-	-	-	193	504
Stage 1	-	-	-	-	550	-
Stage 2	-	-	-	-	523	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	949	-	-	-	192	504
Mov Cap-2 Maneuver	-	-	-	-	192	-
Stage 1	-	-	-	-	548	-
Stage 2	-	-	-	-	523	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	26.1
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	949	-	-	-	204
HCM Lane V/C Ratio	0.002	-	-	-	0.165
HCM Control Delay (s)	8.8	0	-	-	26.1
HCM Lane LOS	A	A	-	-	D
HCM 95th %tile Q(veh)	0	-	-	-	0.6

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	3.8

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	522	417	38	122	2
Future Vol, veh/h	2	522	417	38	122	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	567	453	41	133	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	494	0	-	0	1045	474
Stage 1	-	-	-	-	474	-
Stage 2	-	-	-	-	571	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1070	-	-	-	253	590
Stage 1	-	-	-	-	626	-
Stage 2	-	-	-	-	565	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1070	-	-	-	252	590
Mov Cap-2 Maneuver	-	-	-	-	252	-
Stage 1	-	-	-	-	624	-
Stage 2	-	-	-	-	565	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	34.1
HCM LOS			D

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1070	-	-	-	254
HCM Lane V/C Ratio	0.002	-	-	-	0.531
HCM Control Delay (s)	8.4	0	-	-	34.1
HCM Lane LOS	A	A	-	-	D
HCM 95th %tile Q(veh)	0	-	-	-	2.8

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	567	508	134	69	3
Future Vol, veh/h	3	567	508	134	69	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	616	552	146	75	3

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	698	0	-	0	1247	625
Stage 1	-	-	-	-	625	-
Stage 2	-	-	-	-	622	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	898	-	-	-	192	485
Stage 1	-	-	-	-	534	-
Stage 2	-	-	-	-	535	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	898	-	-	-	191	485
Mov Cap-2 Maneuver	-	-	-	-	191	-
Stage 1	-	-	-	-	531	-
Stage 2	-	-	-	-	535	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	35.1
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	898	-	-	-	196
HCM Lane V/C Ratio	0.004	-	-	-	0.399
HCM Control Delay (s)	9	0	-	-	35.1
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.8

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 06/07/2019

Intersection	
Int Delay, s/veh	1.1

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	657	3	24	458	3	69
Future Vol, veh/h	657	3	24	458	3	69
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	714	3	26	498	3	75

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	717	0	1266	716
Stage 1	-	-	-	-	716	-
Stage 2	-	-	-	-	550	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	884	-	187	430
Stage 1	-	-	-	-	484	-
Stage 2	-	-	-	-	578	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	884	-	182	430
Mov Cap-2 Maneuver	-	-	-	-	182	-
Stage 1	-	-	-	-	484	-
Stage 2	-	-	-	-	561	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.5	15.9
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	407	-	-	884	-
HCM Lane V/C Ratio	0.192	-	-	0.03	-
HCM Control Delay (s)	15.9	-	-	9.2	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.7	-	-	0.1	-

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 06/07/2019

Intersection	
Int Delay, s/veh	1.4

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	638	6	81	650	6	63
Future Vol, veh/h	638	6	81	650	6	63
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	693	7	88	707	7	68

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	700	0	1580	697
Stage 1	-	-	-	-	697	-
Stage 2	-	-	-	-	883	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	897	-	120	441
Stage 1	-	-	-	-	494	-
Stage 2	-	-	-	-	404	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	897	-	108	441
Mov Cap-2 Maneuver	-	-	-	-	108	-
Stage 1	-	-	-	-	494	-
Stage 2	-	-	-	-	364	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1	18.2
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	348	-	-	897	-
HCM Lane V/C Ratio	0.216	-	-	0.098	-
HCM Control Delay (s)	18.2	-	-	9.4	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.8	-	-	0.3	-

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	724	480	24	57	2
Future Vol, veh/h	2	724	480	24	57	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	787	522	26	62	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	548	0	-	0	1313	522
Stage 1	-	-	-	-	522	-
Stage 2	-	-	-	-	791	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1021	-	-	-	175	555
Stage 1	-	-	-	-	595	-
Stage 2	-	-	-	-	447	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1021	-	-	-	174	555
Mov Cap-2 Maneuver	-	-	-	-	174	-
Stage 1	-	-	-	-	593	-
Stage 2	-	-	-	-	447	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	36.2
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1021	-	-	-	178
HCM Lane V/C Ratio	0.002	-	-	-	0.36
HCM Control Delay (s)	8.5	0	-	-	36.2
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.5

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	698	727	66	40	4
Future Vol, veh/h	3	698	727	66	40	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	300	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	759	790	72	43	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	862	0	-	0	1555	790
Stage 1	-	-	-	-	790	-
Stage 2	-	-	-	-	765	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	780	-	-	-	124	390
Stage 1	-	-	-	-	447	-
Stage 2	-	-	-	-	459	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	780	-	-	-	123	390
Mov Cap-2 Maneuver	-	-	-	-	123	-
Stage 1	-	-	-	-	444	-
Stage 2	-	-	-	-	459	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	47.5
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	780	-	-	-	131
HCM Lane V/C Ratio	0.004	-	-	-	0.365
HCM Control Delay (s)	9.6	0	-	-	47.5
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.5

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 06/07/2019

Intersection	
Int Delay, s/veh	0.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	819	510	5	31	2
Future Vol, veh/h	3	819	510	5	31	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	340	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	890	554	5	34	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	559	0	-	0	1450	554
Stage 1	-	-	-	-	554	-
Stage 2	-	-	-	-	896	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1012	-	-	-	144	532
Stage 1	-	-	-	-	575	-
Stage 2	-	-	-	-	399	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1012	-	-	-	143	532
Mov Cap-2 Maneuver	-	-	-	-	143	-
Stage 1	-	-	-	-	572	-
Stage 2	-	-	-	-	399	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	36.4
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1012	-	-	-	150
HCM Lane V/C Ratio	0.003	-	-	-	0.239
HCM Control Delay (s)	8.6	0	-	-	36.4
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	0.9

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 06/07/2019

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	753	827	36	30	4
Future Vol, veh/h	4	753	827	36	30	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	340	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	818	899	39	33	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	938	0	-	0	1725	899
Stage 1	-	-	-	-	899	-
Stage 2	-	-	-	-	826	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	730	-	-	-	98	338
Stage 1	-	-	-	-	397	-
Stage 2	-	-	-	-	430	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	730	-	-	-	97	338
Mov Cap-2 Maneuver	-	-	-	-	97	-
Stage 1	-	-	-	-	393	-
Stage 2	-	-	-	-	430	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	56.1
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	730	-	-	-	106
HCM Lane V/C Ratio	0.006	-	-	-	0.349
HCM Control Delay (s)	10	0	-	-	56.1
HCM Lane LOS	A	A	-	-	F
HCM 95th %tile Q(veh)	0	-	-	-	1.4

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	5.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	544	456	41	133	2
Future Vol, veh/h	2	544	456	41	133	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	591	496	45	145	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	541	0	-	0	1114	519
Stage 1	-	-	-	-	519	-
Stage 2	-	-	-	-	595	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1028	-	-	-	230	557
Stage 1	-	-	-	-	597	-
Stage 2	-	-	-	-	551	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1028	-	-	-	229	557
Mov Cap-2 Maneuver	-	-	-	-	229	-
Stage 1	-	-	-	-	595	-
Stage 2	-	-	-	-	551	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	44.3
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1028	-	-	-	231
HCM Lane V/C Ratio	0.002	-	-	-	0.635
HCM Control Delay (s)	8.5	0	-	-	44.3
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	3.8

HCM 2010 TWSC
3: Coconut Rd. & El Dorado Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	617	556	145	74	3
Future Vol, veh/h	3	617	556	145	74	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	671	604	158	80	3

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	762	0	-	0	1360	683
Stage 1	-	-	-	-	683	-
Stage 2	-	-	-	-	677	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	850	-	-	-	164	449
Stage 1	-	-	-	-	502	-
Stage 2	-	-	-	-	505	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	850	-	-	-	163	449
Mov Cap-2 Maneuver	-	-	-	-	163	-
Stage 1	-	-	-	-	499	-
Stage 2	-	-	-	-	505	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	46.5
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	850	-	-	-	167
HCM Lane V/C Ratio	0.004	-	-	-	0.501
HCM Control Delay (s)	9.3	0	-	-	46.5
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	2.4

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 06/07/2019

Intersection	
Int Delay, s/veh	1.3

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	691	2	28	500	3	79
Future Vol, veh/h	691	2	28	500	3	79
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	185	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	751	2	30	543	3	86

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	753	0	1355	752
Stage 1	-	-	-	-	752	-
Stage 2	-	-	-	-	603	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	857	-	165	410
Stage 1	-	-	-	-	466	-
Stage 2	-	-	-	-	546	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	857	-	159	410
Mov Cap-2 Maneuver	-	-	-	-	159	-
Stage 1	-	-	-	-	466	-
Stage 2	-	-	-	-	527	-

Approach	EB	WB	NB
HCM Control Delay, s	0	0.5	17
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	388	-	-	857	-
HCM Lane V/C Ratio	0.23	-	-	0.036	-
HCM Control Delay (s)	17	-	-	9.4	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	0.9	-	-	0.1	-

HCM 2010 TWSC
5: Spring Creek Rd. & Coconut Rd. 06/07/2019

Intersection	
Int Delay, s/veh	1.6

Movement	EBT	EBR	WBL	WBT	NBL	NBR
Lane Configurations						
Traffic Vol, veh/h	693	6	93	709	6	72
Future Vol, veh/h	693	6	93	709	6	72
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	200	-	0	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	753	7	101	771	7	78

Major/Minor	Major1		Major2		Minor1	
Conflicting Flow All	0	0	760	0	1730	757
Stage 1	-	-	-	-	757	-
Stage 2	-	-	-	-	973	-
Critical Hdwy	-	-	4.12	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	-	-	2.218	-	3.518	3.318
Pot Cap-1 Maneuver	-	-	852	-	97	408
Stage 1	-	-	-	-	463	-
Stage 2	-	-	-	-	366	-
Platoon blocked, %	-	-		-		
Mov Cap-1 Maneuver	-	-	852	-	85	408
Mov Cap-2 Maneuver	-	-	-	-	85	-
Stage 1	-	-	-	-	463	-
Stage 2	-	-	-	-	322	-

Approach	EB	WB	NB
HCM Control Delay, s	0	1.1	20.5
HCM LOS			C

Minor Lane/Major Mvmt	NBLn1	EBT	EBR	WBL	WBT
Capacity (veh/h)	316	-	-	852	-
HCM Lane V/C Ratio	0.268	-	-	0.119	-
HCM Control Delay (s)	20.5	-	-	9.8	-
HCM Lane LOS	C	-	-	A	-
HCM 95th %tile Q(veh)	1.1	-	-	0.4	-

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	2	768	526	28	65	2
Future Vol, veh/h	2	768	526	28	65	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	260	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	2	835	572	30	71	2

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	602	0	-	0	1411	572
Stage 1	-	-	-	-	572	-
Stage 2	-	-	-	-	839	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	975	-	-	-	152	520
Stage 1	-	-	-	-	565	-
Stage 2	-	-	-	-	424	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	975	-	-	-	151	520
Mov Cap-2 Maneuver	-	-	-	-	151	-
Stage 1	-	-	-	-	563	-
Stage 2	-	-	-	-	424	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	47.8
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	975	-	-	-	154
HCM Lane V/C Ratio	0.002	-	-	-	0.473
HCM Control Delay (s)	8.7	0	-	-	47.8
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	2.2

HCM 2010 TWSC
7: Coconut Rd. & Olde Meadowbrook Blvd. 06/07/2019

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	762	797	76	45	5
Future Vol, veh/h	3	762	797	76	45	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	300	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	828	866	83	49	5

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	949	0	-	0	1700	866
Stage 1	-	-	-	-	866	-
Stage 2	-	-	-	-	834	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	724	-	-	-	101	353
Stage 1	-	-	-	-	412	-
Stage 2	-	-	-	-	426	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	724	-	-	-	100	353
Mov Cap-2 Maneuver	-	-	-	-	100	-
Stage 1	-	-	-	-	409	-
Stage 2	-	-	-	-	426	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	68.1
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	724	-	-	-	108
HCM Lane V/C Ratio	0.005	-	-	-	0.503
HCM Control Delay (s)	10	0	-	-	68.1
HCM Lane LOS	A	A	-	-	F
HCM 95th %tile Q(veh)	0	-	-	-	2.3

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 06/07/2019

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	870	559	5	35	3
Future Vol, veh/h	3	870	559	5	35	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	295	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	946	608	5	38	3

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	613	0	-	0	1560	608
Stage 1	-	-	-	-	608	-
Stage 2	-	-	-	-	952	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	966	-	-	-	123	496
Stage 1	-	-	-	-	543	-
Stage 2	-	-	-	-	375	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	966	-	-	-	122	496
Mov Cap-2 Maneuver	-	-	-	-	122	-
Stage 1	-	-	-	-	539	-
Stage 2	-	-	-	-	375	-

Approach	EB	WB	SB
HCM Control Delay, s	0	0	45.1
HCM LOS			E

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	966	-	-	-	130
HCM Lane V/C Ratio	0.003	-	-	-	0.318
HCM Control Delay (s)	8.7	0	-	-	45.1
HCM Lane LOS	A	A	-	-	E
HCM 95th %tile Q(veh)	0	-	-	-	1.3

HCM 2010 TWSC
9: Coconut Rd. & Coconut Shores Dr. 06/07/2019

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	822	907	42	34	4
Future Vol, veh/h	4	822	907	42	34	4
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	340	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	893	986	46	37	4

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	1032	0	-	0	1887	986
Stage 1	-	-	-	-	986	-
Stage 2	-	-	-	-	901	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	673	-	-	-	77	301
Stage 1	-	-	-	-	361	-
Stage 2	-	-	-	-	396	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	673	-	-	-	76	301
Mov Cap-2 Maneuver	-	-	-	-	76	-
Stage 1	-	-	-	-	357	-
Stage 2	-	-	-	-	396	-

Approach	EB	WB	SB
HCM Control Delay, s	0.1	0	87
HCM LOS			F

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	673	-	-	-	82
HCM Lane V/C Ratio	0.006	-	-	-	0.504
HCM Control Delay (s)	10.4	0	-	-	87
HCM Lane LOS	B	A	-	-	F
HCM 95th %tile Q(veh)	0	-	-	-	2.1

DELAY (CONTROL)

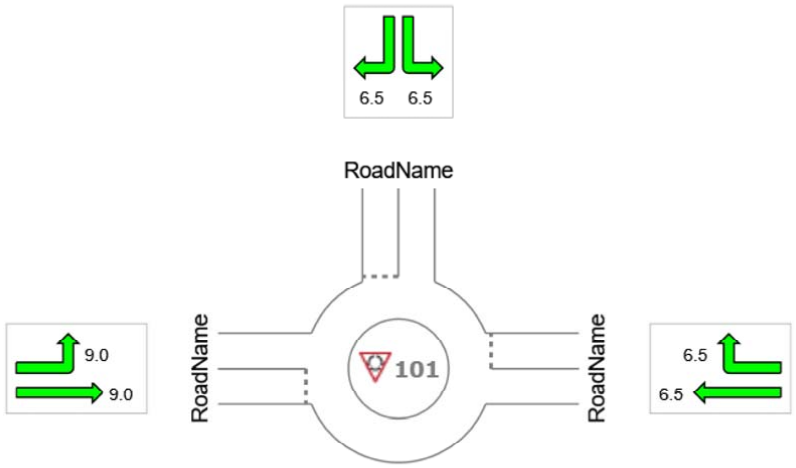
Average control delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [El Dorado Blvd]

New Site
Site Category: (None)
Roundabout

All Movement Classes

	Approaches			Intersection
	East	North	West	
Delay (Control)	6.5	6.5	9.0	7.7
LOS	A	A	A	A



Colour code based on Level of Service

LOS A	LOS B	LOS C	LOS D	LOS E	LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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DELAY (CONTROL)

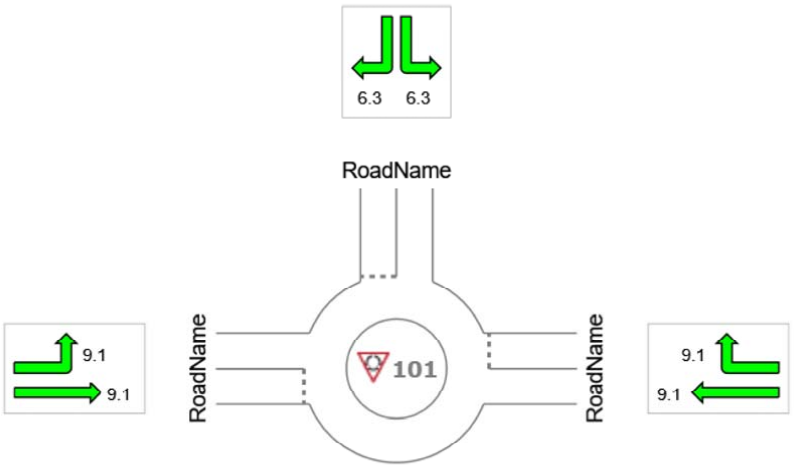
Average control delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [El Dorado Blvd]

New Site
Site Category: (None)
Roundabout

All Movement Classes

	Approaches			Intersection
	East	North	West	
Delay (Control)	9.1	6.3	9.1	8.9
LOS	A	A	A	A



Colour code based on Level of Service

LOS A | LOS B | LOS C | LOS D | LOS E | LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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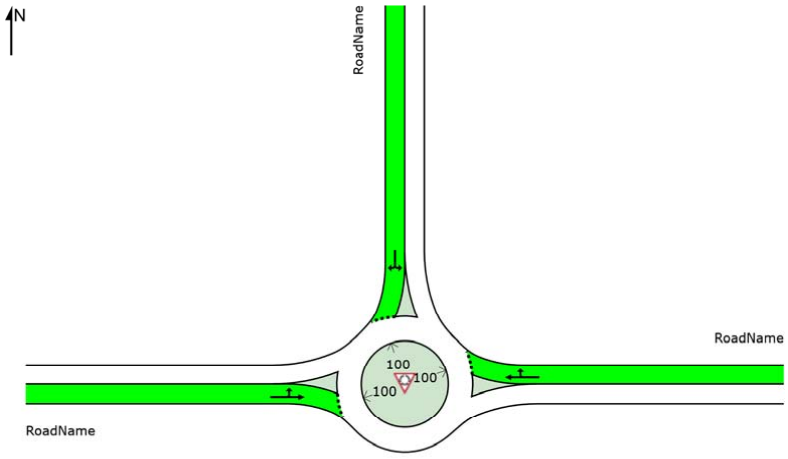
LANE LEVEL OF SERVICE

Lane Level of Service

Site: 101 [El Dorado Blvd]

New Site
Site Category: (None)
Roundabout

	Approaches			Intersection
	East	North	West	
LOS	A	A	A	A



Colour code based on Level of Service

LOS A | LOS B | LOS C | LOS D | LOS E | LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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Organisation: KISINGER CAMPO & ASSOCIATES CORPORATION | Processed: Tuesday, June 4, 2019 5:52:18 AM
Project: Not Saved

DELAY (CONTROL)

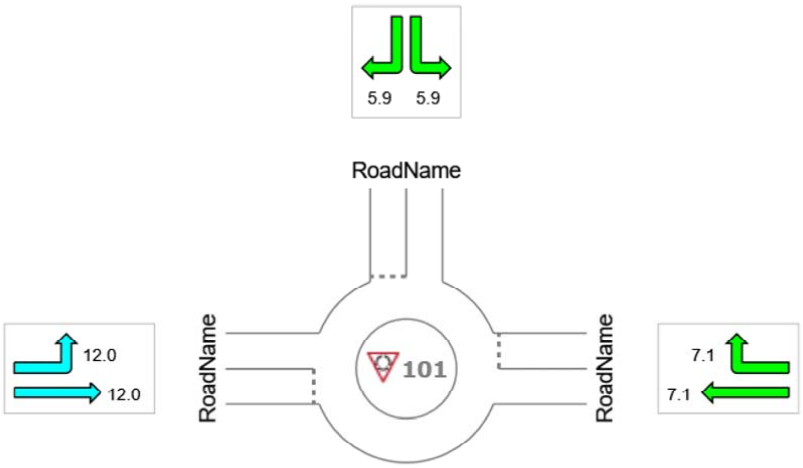
Average control delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [Olde Meadowbrook Blvd]

New Site
Site Category: (None)
Roundabout

All Movement Classes

	Approaches			Intersection
	East	North	West	
Delay (Control)	7.1	5.9	12.0	9.8
LOS	A	A	B	A



Colour code based on Level of Service

LOS A	LOS B	LOS C	LOS D	LOS E	LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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DELAY (CONTROL)

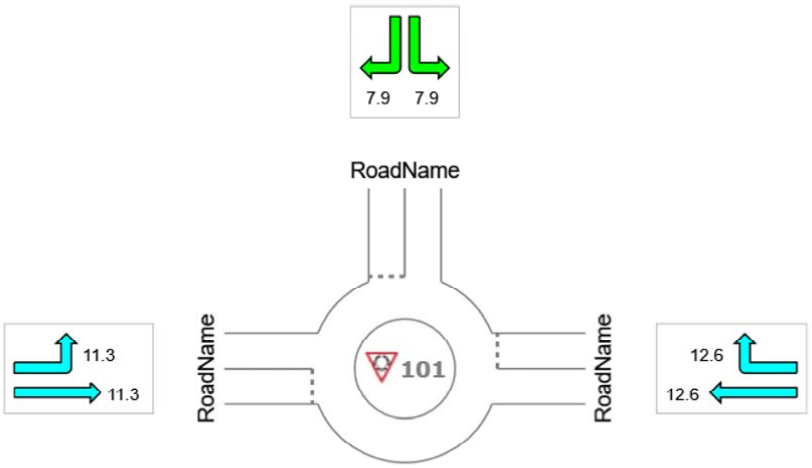
Average control delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [Olde Meadowbrook Blvd]

New Site
Site Category: (None)
Roundabout

All Movement Classes

	Approaches			Intersection
	East	North	West	
Delay (Control)	12.6	7.9	11.3	11.8
LOS	B	A	B	B



Colour code based on Level of Service

LOS A	LOS B	LOS C	LOS D	LOS E	LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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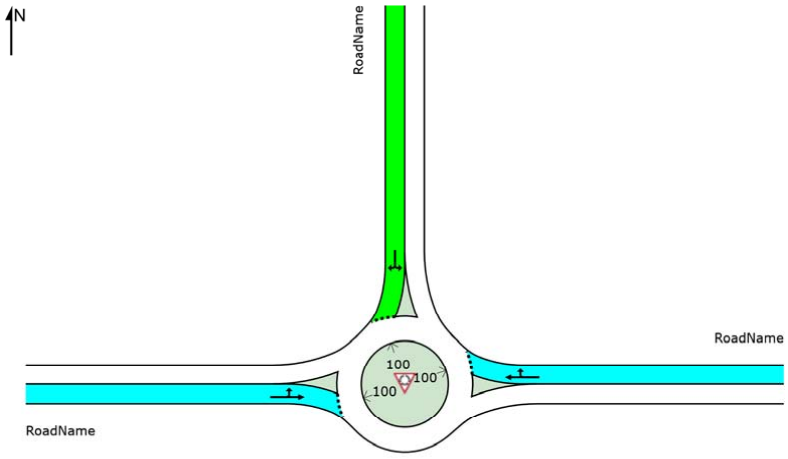
LANE LEVEL OF SERVICE

Lane Level of Service

Site: 101 [Olde Meadowbrook Blvd]

New Site
Site Category: (None)
Roundabout

	Approaches			Intersection
	East	North	West	
LOS	B	A	B	B



Colour code based on Level of Service

LOS A | LOS B | LOS C | LOS D | LOS E | LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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Project: Not Saved

DELAY (CONTROL)

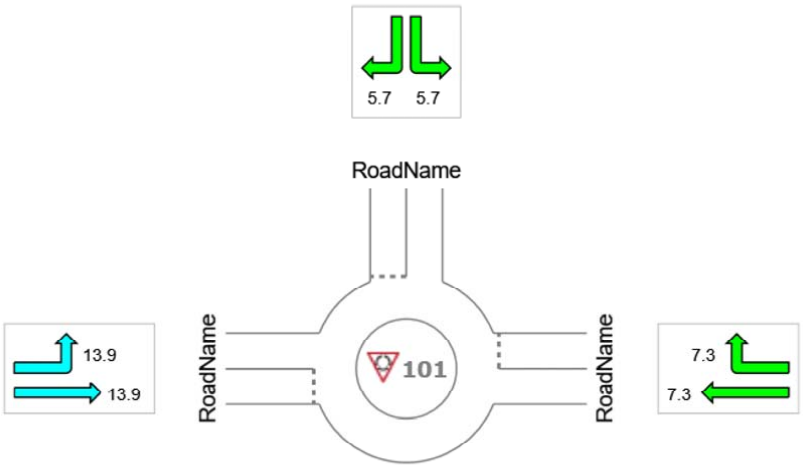
Average control delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [Coconut Shores Dr]

New Site
Site Category: (None)
Roundabout

All Movement Classes

	Approaches			Intersection
	East	North	West	
Delay (Control)	7.3	5.7	13.9	11.1
LOS	A	A	B	B



Colour code based on Level of Service

LOS A	LOS B	LOS C	LOS D	LOS E	LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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DELAY (CONTROL)

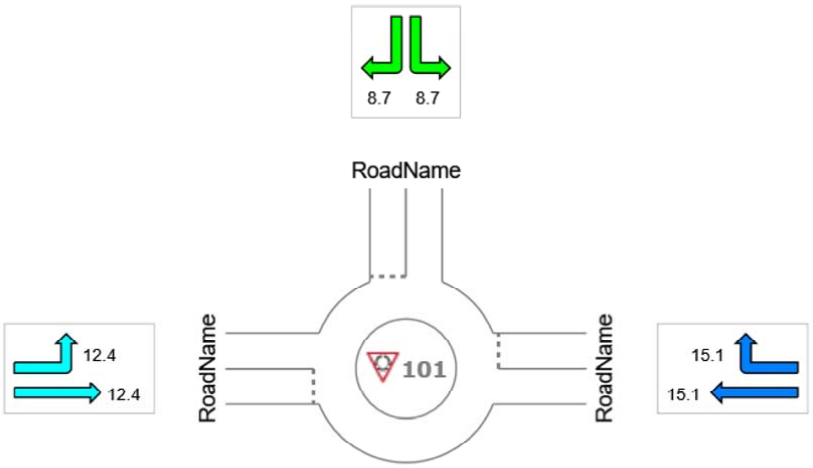
Average control delay per vehicle, or average pedestrian delay (seconds)

Site: 101 [Coconut Shores Dr]

New Site
Site Category: (None)
Roundabout

All Movement Classes

	Approaches			Intersection
	East	North	West	
Delay (Control)	15.1	8.7	12.4	13.7
LOS	C	A	B	B



Colour code based on Level of Service

LOS A	LOS B	LOS C	LOS D	LOS E	LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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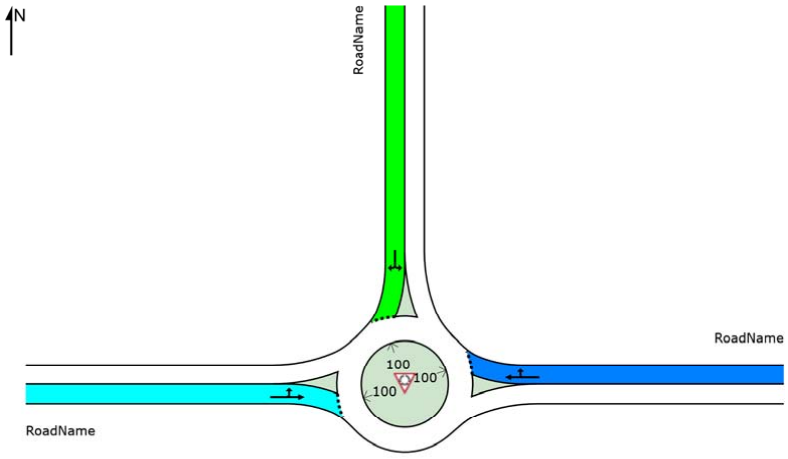
LANE LEVEL OF SERVICE

Lane Level of Service

Site: 101 [Coconut Shores Dr]

New Site
Site Category: (None)
Roundabout

	Approaches			Intersection
	East	North	West	
LOS	C	A	B	B



Colour code based on Level of Service

LOS A | LOS B | LOS C | LOS D | LOS E | LOS F

Site Level of Service (LOS) Method: Delay & v/c (HCM 6). Site LOS Method is specified in the Parameter Settings dialog (Site tab).
LOS F will result if v/c > 1 irrespective of movement delay value (does not apply for approaches and intersection).
NA (TWSC): Level of Service is not defined for major road approaches or the intersection as a whole for Two-Way Sign Control (HCM LOS rule).
Roundabout Level of Service Method: Same as Sign Control
HCM Delay Formula option is used. Control Delay does not include Geometric Delay since Exclude Geometric Delay option applies.

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Project: Not Saved

KCA | KISINGER CAMPO & ASSOCIATES

Appendix E

Regression Analysis

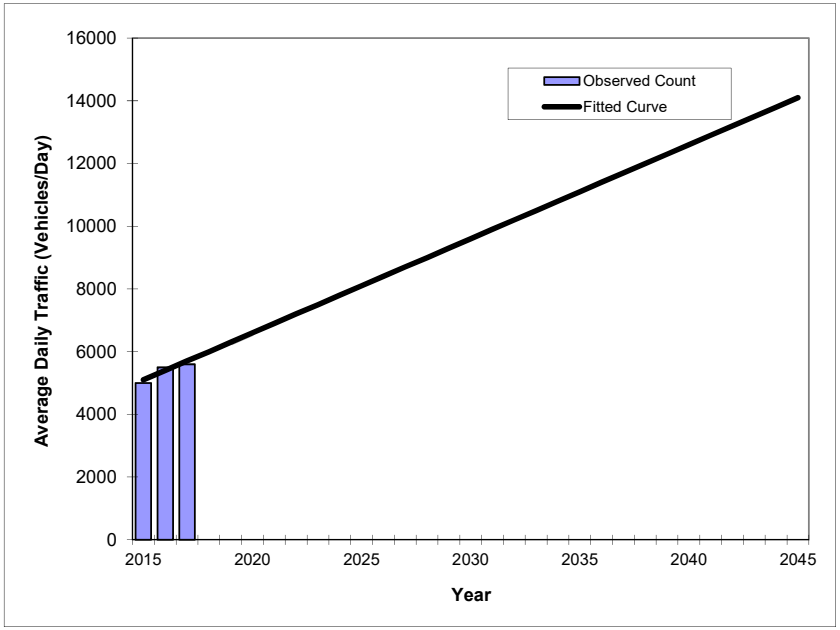
201 North Franklin Street, Suite 400 | Tampa, Florida 33602 | PHONE 813 871-5331 FAX 813 871-5135 | www.kisingercampo.com

Traffic Trends - V03.a

--

FIN#	1234
Location	1

County:	Lee (12)
Station #:	0134
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2015	5000	5100
2016	5500	5400
2017	5600	5700
2020 Opening Year Trend		
2020	N/A	6600
2030 Mid-Year Trend		
2030	N/A	9600
2045 Design Year Trend		
2045	N/A	14100
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	300
Trend R-squared:	87.10%
Trend Annual Historic Growth Rate:	5.88%
Trend Growth Rate (2017 to Design Year):	5.26%
Printed:	15-Mar-19
Straight Line Growth Option	

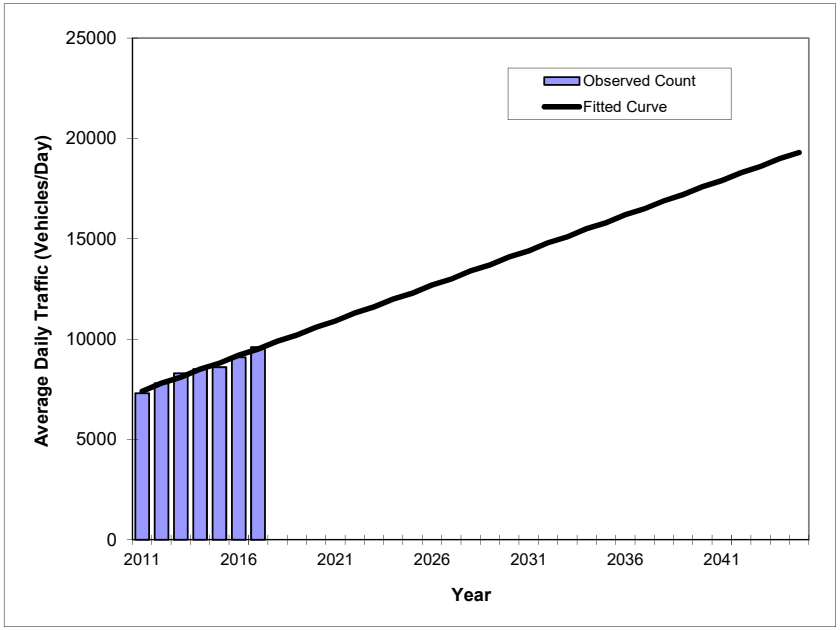
***Axle-Adjusted**

Traffic Trends - V03.a

--

FIN#	1234
Location	1

County:	Lee (12)
Station #:	495
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2011	7300	7400
2012	7800	7800
2013	8300	8100
2014	8500	8500
2015	8600	8800
2016	9100	9200
2017	9600	9500
2020 Opening Year Trend		
2020	N/A	10600
2030 Mid-Year Trend		
2030	N/A	14100
2045 Design Year Trend		
2045	N/A	19300
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

** Annual Trend Increase:	350
Trend R-squared:	96.97%
Trend Annual Historic Growth Rate:	4.73%
Trend Growth Rate (2017 to Design Year):	3.68%
Printed:	21-Mar-19
Straight Line Growth Option	

Traffic Trends - V03.a

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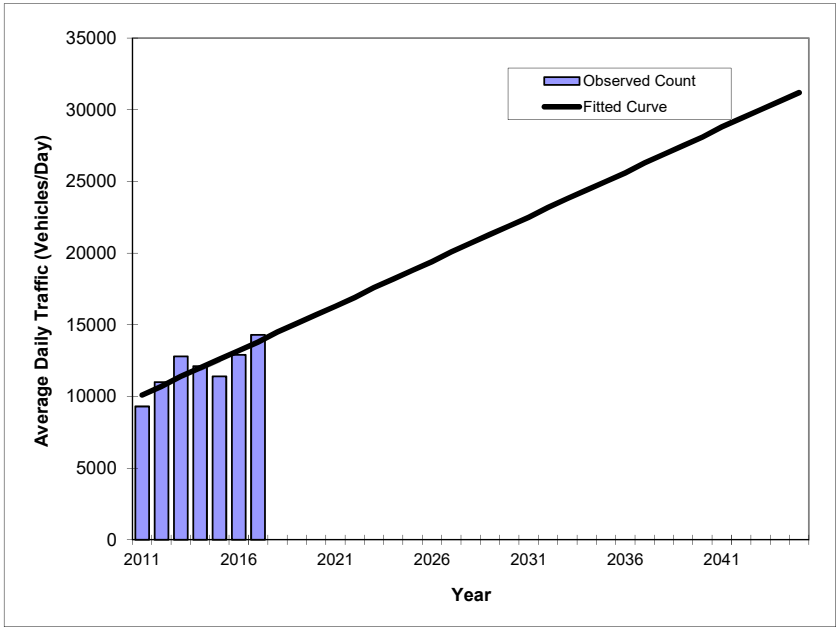
FIN#	1234
Location	1

County:	Lee (12)
Station #:	0490
Highway:	0



** Annual Trend Increase:	621
Trend R-squared:	70.24%
Trend Annual Historic Growth Rate:	6.11%
Trend Growth Rate (2017 to Design Year):	4.50%
Printed:	21-Mar-19
Straight Line Growth Option	

Year	Traffic (ADT/AADT) Count*	Trend**
2011	9300	10100
2012	11000	10700
2013	12800	11400
2014	12100	12000
2015	11400	12600
2016	12900	13200
2017	14300	13800
2020 Opening Year Trend		
2020	N/A	15700
2030 Mid-Year Trend		
2030	N/A	21900
2045 Design Year Trend		
2045	N/A	31200
TRANPLAN Forecasts/Trends		

*Axle-Adjusted

Traffic Trends - V03.a

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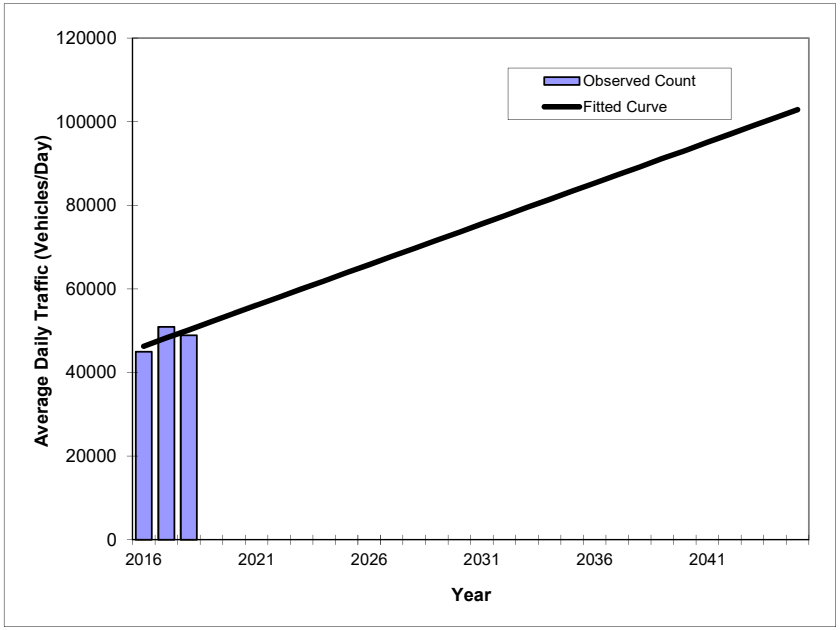
FIN#	1234
Location	1

County:	Lee (12)
Station #:	0093
Highway:	0



Year	Traffic (ADT/AADT) Count*	Trend**
2016	45000	46300
2017	50900	48300
2018	48900	50200
2020 Opening Year Trend		
2020	N/A	54100
2030 Mid-Year Trend		
2030	N/A	73600
2045 Design Year Trend		
2045	N/A	102900
TRANPLAN Forecasts/Trends		

**** Annual Trend Increase:**	1,950
Trend R-squared:	42.23%
Trend Annual Historic Growth Rate:	4.21%
Trend Growth Rate (2018 to Design Year):	3.89%
Printed:	21-Mar-19
Straight Line Growth Option	

***Axle-Adjusted**

KCA | KISINGER CAMPO & ASSOCIATES

Appendix F

ITE Trip Generation

201 North Franklin Street, Suite 400 | Tampa, Florida 33602 | PHONE 813 871-5331 FAX 813 871-5135 | www.kisingercampo.com

			Daily Trips			AM Peak Hour			PM Peak Hour		
ID	ITE CODE	SIZE	Enter	Exit	Total	Enter	Exit	Total	Enter	Exit	Total
1	420 - Marina	20 Slips	24	24	48	1	1	2	2	2	4
	932 - High - Turnover (Sit-down) Restaurant	3 (1000 SF)	191	190	381	18	12	30	18	12	30
2	221 - Multifamily Housing (Mid-Rise)	144 DU	392	391	783	13	36	49	38	25	63
	222 - Multifamily Housing (High-Rise)	156 DU	413	413	826	14	43	57	38	24	62
	420 - Marina	72 Slips	87	87	174	2	3	5	9	6	15
3	230 - Residential Condominiums/Townhouse	400 DU	1075	1074	2149	27	130	157	125	62	187
4**	224 - Rental Townhouse	267 DU	--	--	1,511	62	125	187	98	94	192
5	230 - Residential Condominiums/Townhouse	150 DU	458	457	915	12	59	71	56	28	84
6	210 - Single Family Detached Housing	87 DU	458	457	915	16	49	65	59	34	93
8	210 - Single Family Detached Housing	DU									
9 / 10	210 - Single Family Detached Housing	3 DU	15	14	29	1	1	2	2	1	3
11	230 - Residential Condominiums/Townhouse	93 DU	302	302	604	8	41	49	38	19	57
12	710 - General Office Building	122.48 (1000 SF)	766	766	1532	198	27	225	37	179	216
13*	* Per approved TIS (DCI2014-00019)		7087	7087	14174	275	270	545	627	642	1269
14	310 - Hotel	128 Rooms	386	386	772	34	22	56	40	36	76
15	710 - General Office Building	122.48 (1000 SF)	766	766	1532	198	27	225	37	179	216

**Limited studies for Code 224. Code 230 Used for Daily Trip Total

APPENDIX G

TURNING MOVEMENT COUNTS

JOHNSON ENGINEERING

SUMMARY OF VEHICLE MOVEMENTS

LOCATION: COCONUT ROAD & TAMIAMI TRAIL | 12/17/2020

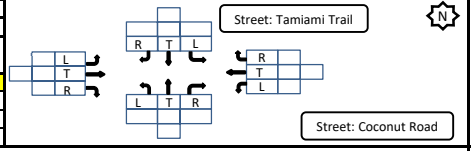
COUNTY: Lee

OBSERVER: JAD & JAW

WEATHER: 72 deg., 94% hum., wind 7 mph

ROAD CONDITION: Damp

REMARKS: Estimated from FDOT Count Station 0089



VEHICLE MOVEMENTS

TIME	NORTHBOUND				SOUTHBOUND				EASTBOUND				WESTBOUND				Total
BEGIN	L	T	R	Ped.	L	T	R	Ped.	L	T	R	Ped.	L	T	R	Ped.	
7:00	5		13	0	10		18	0	23	24	23	0	60	7	12	0	**195**
7:15	8		25	1	14		16	0	32	16	25	0	69	11	9	0	**226**
7:30	**11**		**23**	**0**	**23**		**34**	**0**	**51**	**15**	**24**	**0**	**122**	**15**	**8**	**0**	**326**
7:45	**23**		**37**	**1**	**18**		**44**	**0**	**37**	**13**	**32**	**0**	**115**	**23**	**10**	**0**	**353**
8:00	**20**		**30**	**0**	**23**		**28**	**0**	**27**	**16**	**32**	**3**	**112**	**31**	**10**	**1**	**333**
8:15	**9**		**38**	**0**	**22**		**24**	**0**	**43**	**21**	**29**	**0**	**110**	**20**	**6**	**0**	**322**
8:30	27		49	0	22		24	0	44	16	22	0	93	21	6	0	**324**
8:45	17		32	2	24		28	0	39	31	36	0	86	9	11	5	**320**
TOTAL	120	0	247	4	156	0	216	0	296	152	223	3	767	137	72	6	2399
PK. HOUR TOTAL	63	1064	128	1	86	2586	130	0	158	65	117	3	459	89	34	1	**1334**
P.H.F.	0.68	0.00	0.84	0.25	0.93	0.00	0.74	#DIV/0!	0.77	0.77	0.91	0.25	0.94	0.72	0.85	0.25	**0.94**
2029 Coconut Road Traffic Estimates	63	1064	128	1	86	2586	130	0	396	163	294	3	459	89	34	1	1334

1

APPENDIX H

SYNCHRO REPORTS

SYNCHRO EXISTING CONDITIONS

Lanes, Volumes, Timings
3: 04/16/2021

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	396	163	294	459	89	34	63	1064	128	86	2586	130
Future Volume (vph)	396	163	294	459	89	34	63	1064	128	86	2586	130
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	475		400	425		0	500		725	600		270
Storage Lanes	2		1	2		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.97	1.00	1.00	0.97	1.00	1.00	1.00	0.91	1.00	0.97	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950			0.950			0.950			0.950		
Satd. Flow (prot)	3433	1863	1583	3433	1863	1583	1770	5085	1583	3433	5085	1583
Flt Permitted	0.950			0.950			0.950			0.950		
Satd. Flow (perm)	3433	1863	1583	3433	1863	1583	1770	5085	1583	3433	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			76			76			139			99
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		1401			1460			956			851	
Travel Time (s)		31.8			33.2			21.7			19.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	430	177	320	499	97	37	68	1157	139	93	2811	141
Shared Lane Traffic (%)												
Lane Group Flow (vph)	430	177	320	499	97	37	68	1157	139	93	2811	141
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases			4			8			2			6
Minimum Split (s)	8.0	20.0	20.0	8.0	20.0	20.0	8.0	20.0	20.0	8.0	20.0	20.0
Total Split (s)	24.0	23.0	23.0	23.0	22.0	22.0	9.0	73.0	73.0	11.0	75.0	75.0
Total Split (%)	18.5%	17.7%	17.7%	17.7%	16.9%	16.9%	6.9%	56.2%	56.2%	8.5%	57.7%	57.7%
Maximum Green (s)	20.0	19.0	19.0	19.0	18.0	18.0	5.0	69.0	69.0	7.0	71.0	71.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lead/Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Walk Time (s)		5.0	5.0		5.0	5.0		5.0	5.0		5.0	5.0
Flash Dont Walk (s)		11.0	11.0		11.0	11.0		11.0	11.0		11.0	11.0
Pedestrian Calls (#/hr)		0	0		0	0		0	0		0	0
Act Effct Green (s)	20.0	19.0	19.0	19.0	18.0	18.0	5.0	69.0	69.0	7.0	71.0	71.0
Actuated g/C Ratio	0.15	0.15	0.15	0.15	0.14	0.14	0.04	0.53	0.53	0.05	0.55	0.55
v/c Ratio	0.81	0.65	1.08	1.00	0.38	0.13	1.00	0.43	0.15	0.51	1.01	0.16

Scenario 1 10:51 am 04/16/2021 Baseline

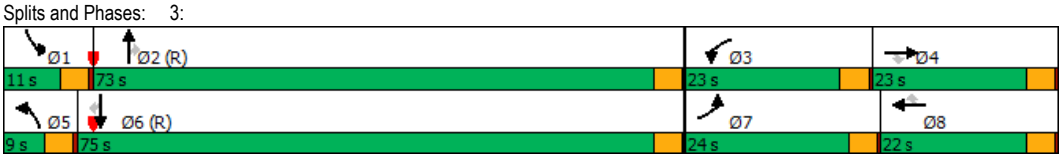
Synchro 11 Report
Page 1

Lanes, Volumes, Timings
3: 04/16/2021

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Control Delay	66.4	64.6	115.0	94.5	55.7	1.5	170.9	19.1	2.8	69.8	49.7	5.4
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	66.4	64.6	115.0	94.5	55.7	1.5	170.9	19.1	2.8	69.8	49.7	5.4
LOS	E	E	F	F	E	A	F	B	A	E	D	A
Approach Delay		82.8			83.1			25.0			48.3	
Approach LOS		F			F			C			D	
Queue Length 50th (ft)	182	143	~243	219	75	0	58	209	0	40	~871	16
Queue Length 95th (ft)	#257	223	#435	#336	132	4	#159	246	31	69	#996	48
Internal Link Dist (ft)		1321			1380			876			771	
Turn Bay Length (ft)	475		400	425			500		725	600		270
Base Capacity (vph)	528	272	296	501	257	284	68	2698	905	184	2777	909
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.81	0.65	1.08	1.00	0.38	0.13	1.00	0.43	0.15	0.51	1.01	0.16

Intersection Summary	
Area Type:	Other
Cycle Length: 130	
Actuated Cycle Length: 130	
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green	
Natural Cycle: 130	
Control Type: Pretimed	
Maximum v/c Ratio: 1.08	
Intersection Signal Delay: 52.0	Intersection LOS: D
Intersection Capacity Utilization 91.3%	ICU Level of Service F
Analysis Period (min) 15	
~ Volume exceeds capacity, queue is theoretically infinite.	
Queue shown is maximum after two cycles.	
# 95th percentile volume exceeds capacity, queue may be longer.	
Queue shown is maximum after two cycles.	

Splits and Phases: 3:



SYNCHRO MODIFIED TURN LANES

Lanes, Volumes, Timings
3: 04/16/2021

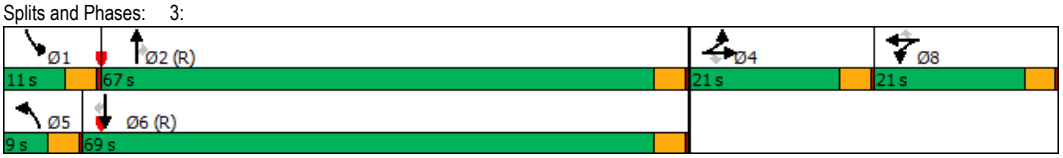
Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	396	163	294	459	89	34	63	1064	128	86	2586	130
Future Volume (vph)	396	163	294	459	89	34	63	1064	128	86	2586	130
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Storage Length (ft)	475		400	425		0	500		725	600		270
Storage Lanes	2		1	2		1	1		1	2		1
Taper Length (ft)	25			25			25			25		
Lane Util. Factor	0.91	0.91	1.00	0.97	1.00	1.00	1.00	0.91	1.00	0.97	0.91	1.00
Frt			0.850			0.850			0.850			0.850
Flt Protected	0.950	0.990		0.950			0.950			0.950		
Satd. Flow (prot)	3221	1678	1583	3433	1863	1583	1770	5085	1583	3433	5085	1583
Flt Permitted	0.950	0.990		0.950			0.950			0.950		
Satd. Flow (perm)	3221	1678	1583	3433	1863	1583	1770	5085	1583	3433	5085	1583
Right Turn on Red			Yes			Yes			Yes			Yes
Satd. Flow (RTOR)			82			82			139			106
Link Speed (mph)		30			30			30			30	
Link Distance (ft)		1401			1460			956			851	
Travel Time (s)		31.8			33.2			21.7			19.3	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	430	177	320	499	97	37	68	1157	139	93	2811	141
Shared Lane Traffic (%)	10%											
Lane Group Flow (vph)	387	220	320	499	97	37	68	1157	139	93	2811	141
Enter Blocked Intersection	No	No	No	No	No	No	No	No	No	No	No	No
Lane Alignment	Left	Left	Right	Left	Left	Right	Left	Left	Right	Left	Left	Right
Median Width(ft)		24			24			24			24	
Link Offset(ft)		0			0			0			0	
Crosswalk Width(ft)		16			16			16			16	
Two way Left Turn Lane												
Headway Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Turning Speed (mph)	15		9	15		9	15		9	15		9
Turn Type	Split	NA	Perm	Split	NA	Perm	Prot	NA	Perm	Prot	NA	Perm
Protected Phases	4	4		8	8		5	2		1	6	
Permitted Phases			4			8			2			6
Minimum Split (s)	20.0	20.0	20.0	20.0	20.0	20.0	8.0	20.0	20.0	8.0	20.0	20.0
Total Split (s)	21.0	21.0	21.0	21.0	21.0	21.0	9.0	67.0	67.0	11.0	69.0	69.0
Total Split (%)	17.5%	17.5%	17.5%	17.5%	17.5%	17.5%	7.5%	55.8%	55.8%	9.2%	57.5%	57.5%
Maximum Green (s)	17.0	17.0	17.0	17.0	17.0	17.0	5.0	63.0	63.0	7.0	65.0	65.0
Yellow Time (s)	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
All-Red Time (s)	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5
Lost Time Adjust (s)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Lost Time (s)	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
Lead/Lag							Lead	Lag	Lag	Lead	Lag	Lag
Lead-Lag Optimize?							Yes	Yes	Yes	Yes	Yes	Yes
Walk Time (s)	5.0	5.0	5.0	5.0	5.0	5.0		5.0	5.0		5.0	5.0
Flash Dont Walk (s)	11.0	11.0	11.0	11.0	11.0	11.0		11.0	11.0		11.0	11.0
Pedestrian Calls (#/hr)	0	0	0	0	0	0		0	0		0	0
Act Effct Green (s)	17.0	17.0	17.0	17.0	17.0	17.0	5.0	63.0	63.0	7.0	65.0	65.0
Actuated g/C Ratio	0.14	0.14	0.14	0.14	0.14	0.14	0.04	0.52	0.52	0.06	0.54	0.54
v/c Ratio	0.85	0.93	1.09	1.03	0.37	0.13	0.93	0.43	0.15	0.47	1.02	0.16

Lanes, Volumes, Timings
3: 04/16/2021

Lane Group	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Control Delay	68.2	93.9	114.2	98.3	51.2	0.9	145.2	18.2	2.8	62.6	50.3	4.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	68.2	93.9	114.2	98.3	51.2	0.9	145.2	18.2	2.8	62.6	50.3	4.6
LOS	E	F	F	F	D	A	F	B	A	E	D	A
Approach Delay		90.2			85.4			22.9			48.6	
Approach LOS		F			F			C			D	
Queue Length 50th (ft)	162	187	~220	~212	69	0	54	194	0	36	~846	12
Queue Length 95th (ft)	#247	#354	#406	#321	124	1	#147	230	31	64	#934	43
Internal Link Dist (ft)		1321			1380			876			771	
Turn Bay Length (ft)	475		400	425			500		725	600		270
Base Capacity (vph)	456	237	294	486	263	294	73	2669	897	200	2754	906
Starvation Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0	0	0	0	0	0
Reduced v/c Ratio	0.85	0.93	1.09	1.03	0.37	0.13	0.93	0.43	0.15	0.47	1.02	0.16

Intersection Summary	
Area Type:	Other
Cycle Length: 120	
Actuated Cycle Length: 120	
Offset: 0 (0%), Referenced to phase 2:NBT and 6:SBT, Start of Green	
Natural Cycle: 120	
Control Type: Pretimed	
Maximum v/c Ratio: 1.09	
Intersection Signal Delay: 53.1	Intersection LOS: D
Intersection Capacity Utilization 91.3%	ICU Level of Service F
Analysis Period (min) 15	
~ Volume exceeds capacity, queue is theoretically infinite.	
Queue shown is maximum after two cycles.	
# 95th percentile volume exceeds capacity, queue may be longer.	
Queue shown is maximum after two cycles.	

Splits and Phases: 3:



Coconut Road - Preliminary Engineering Report
Safety Improvement Alternatives

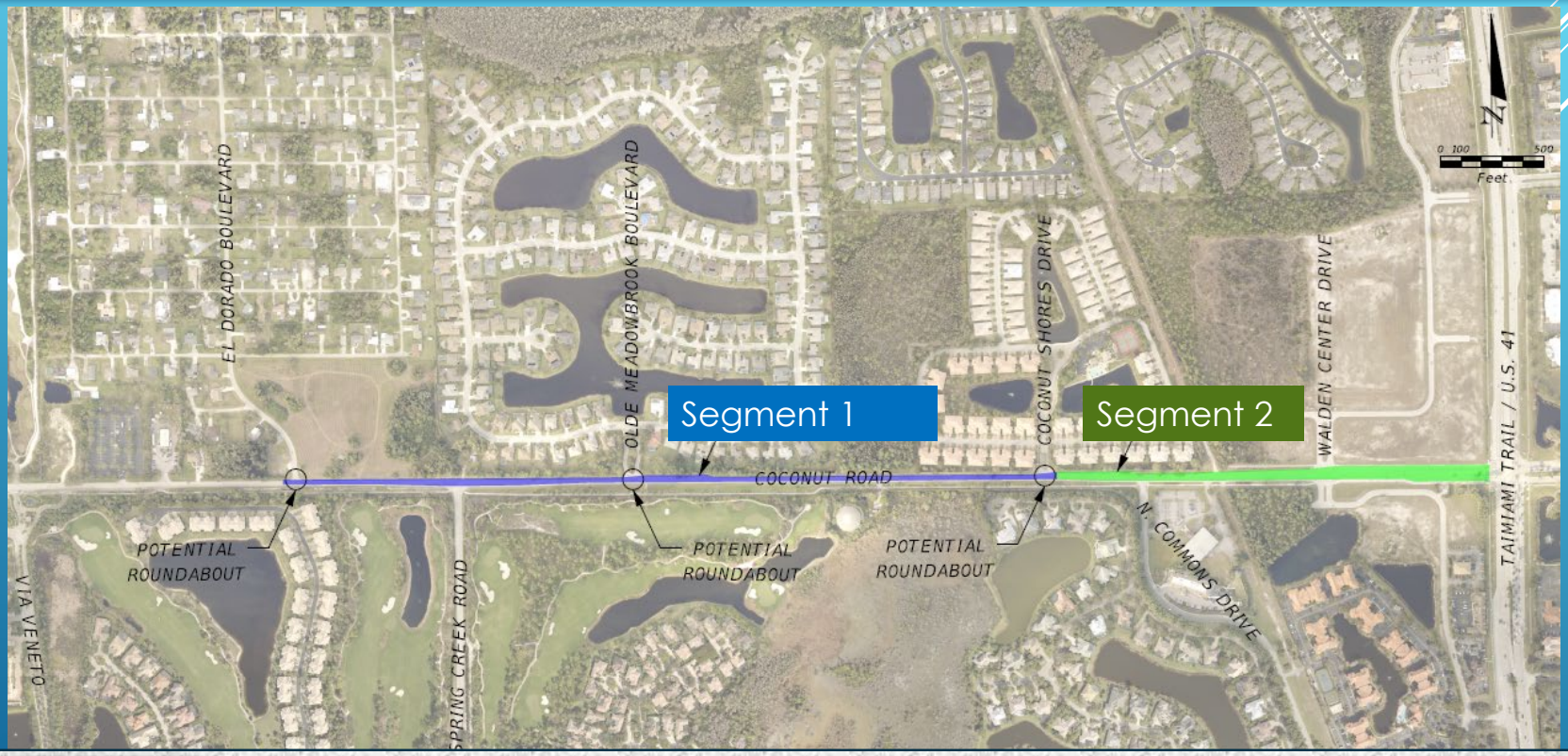
November 3,2021

Village of Estero – Village Council

VILLAGE OF ESTERO

JOHNSON ENGINEERING

Location Map



Village of ESTERO

COCONUT ROAD

JOHNSON ENGINEERING

Scope of Study

- Analyze traffic conditions and existing right-of-way
- Design Parameters taken into account
  - Village of Estero Bicycle and Pedestrian Master Plan
  - Permitting
  - Long Range Transportation Planning
  - Utilities
  - Right of Way
  - Constructability
  - Cost
- Two typical sections were evaluated
- Three Roundabouts were analyzed
- Reviewed "*Traffic Technical Memorandum Coconut Road from Estero Bay to US 41 Lee County*" Prepared by Kisinger Campo and Associates, dated October 2019

Village of ESTERO

COCONUT ROAD

JOHNSON ENGINEERING

Existing Conditions

- Village of Estero maintained Major Collector
- Existing 65' – 75' ROW
- 25' wide Utility Easement along south
- Two-lane Undivided Roadway
  - 12-foot Lanes
- 40 mph Speed Limit

- Residential communities along the north and south.
- Hyatt Regency Coconut Point at western end.

COCONUT ROAD

Goals & Approach

- Village & community goals for the corridor
  - Safe
  - Walkable / Bikeable
  - Efficient for vehicle and nonvehicular users
- Issues/Challenges
  - Dead-end road
  - Right of Way / ownership
  - Back ups and safe movements at 41 intersection & other intersections
- Transportation Solutions/Options
  - Complete street improvements – sidewalks, bike lanes, landscaping, transit
  - Roundabouts

Coconut Road looking West

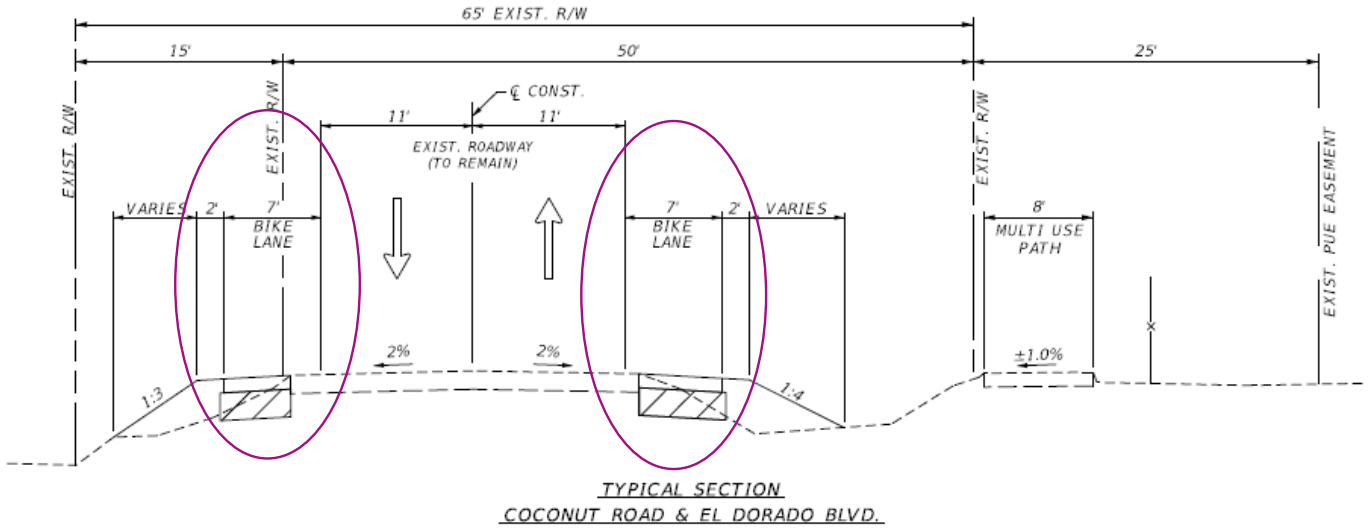
Village of ESTERO

COCONUT ROAD

JOHNSON ENGINEERING

Typical Section – Option 1

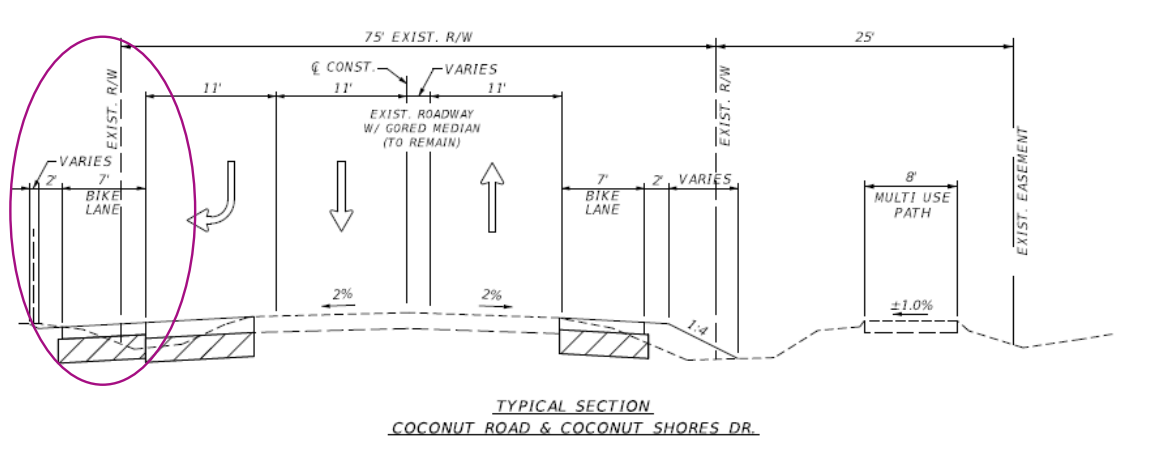
7-foot Buffered Bike Lanes



COCONUT ROAD

Typical Section – Option 1

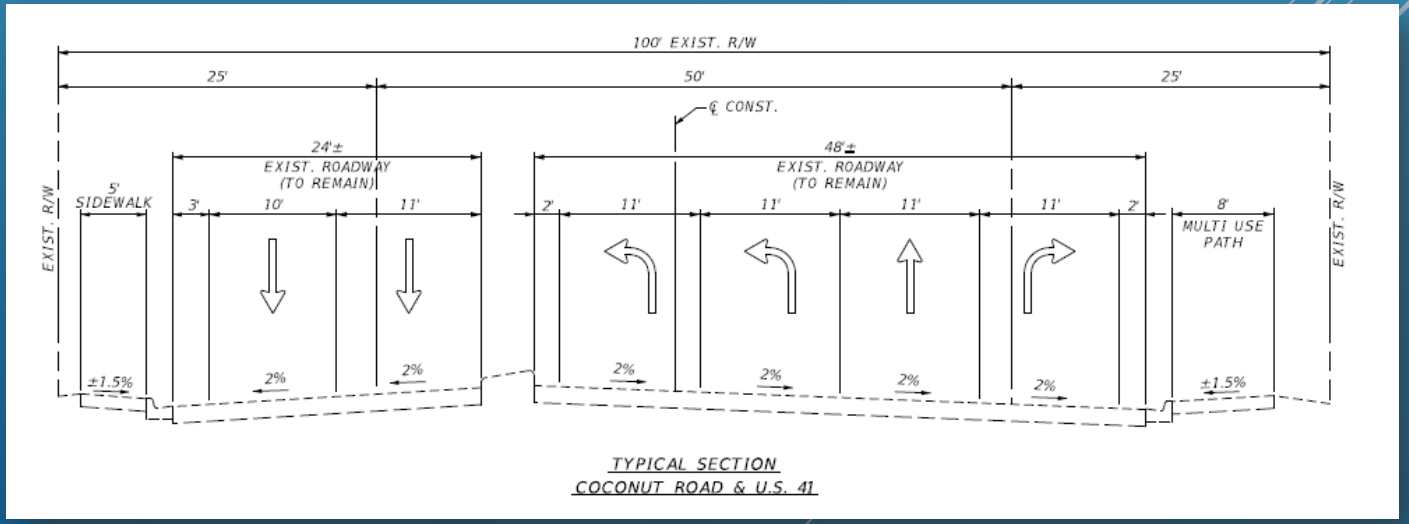
7-foot Buffered Bike Lanes



COCONUT ROAD

Typical Section – Option 1

7-foot Buffered Bike Lanes at US 41 Intersection

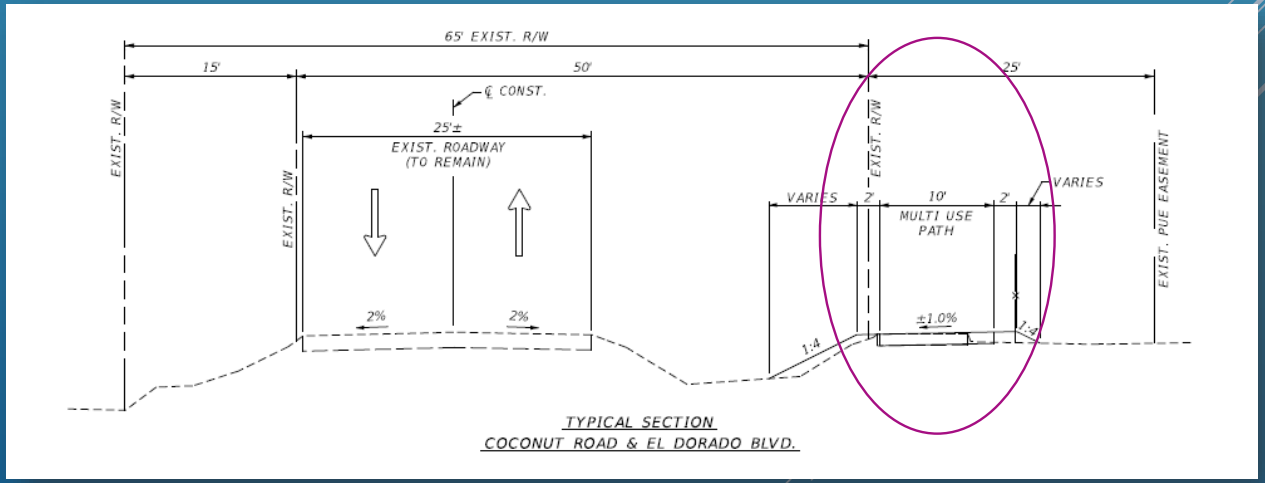


TYPICAL SECTION
COCONUT ROAD & U.S. 41

COCONUT ROAD

Typical Section – Option 2

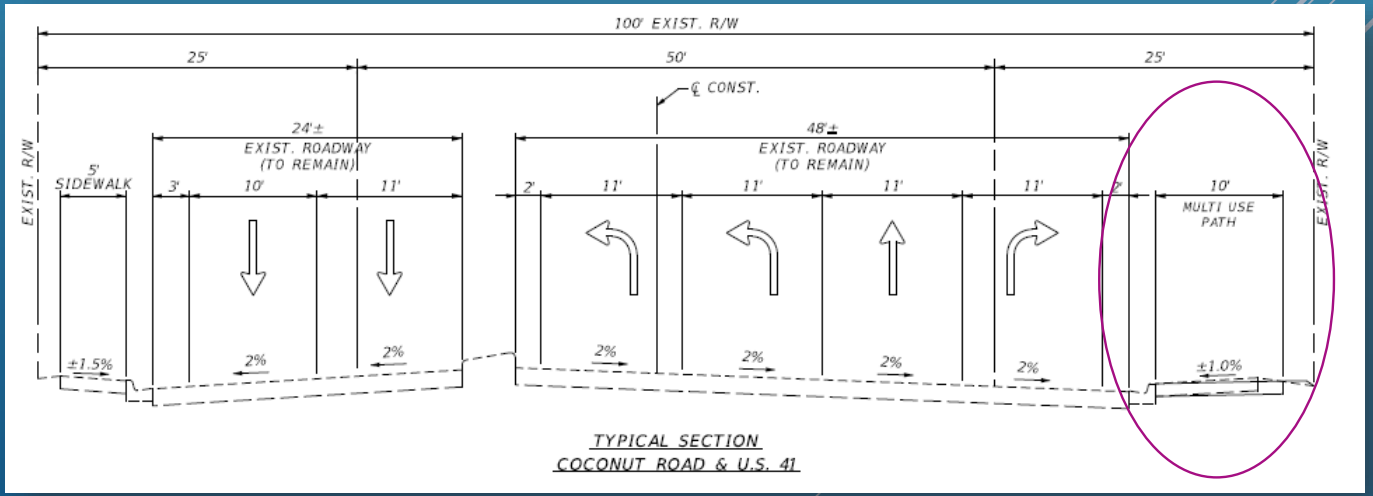
10-foot Multi-Use Pathway



COCONUT ROAD

Typical Section – Option 2

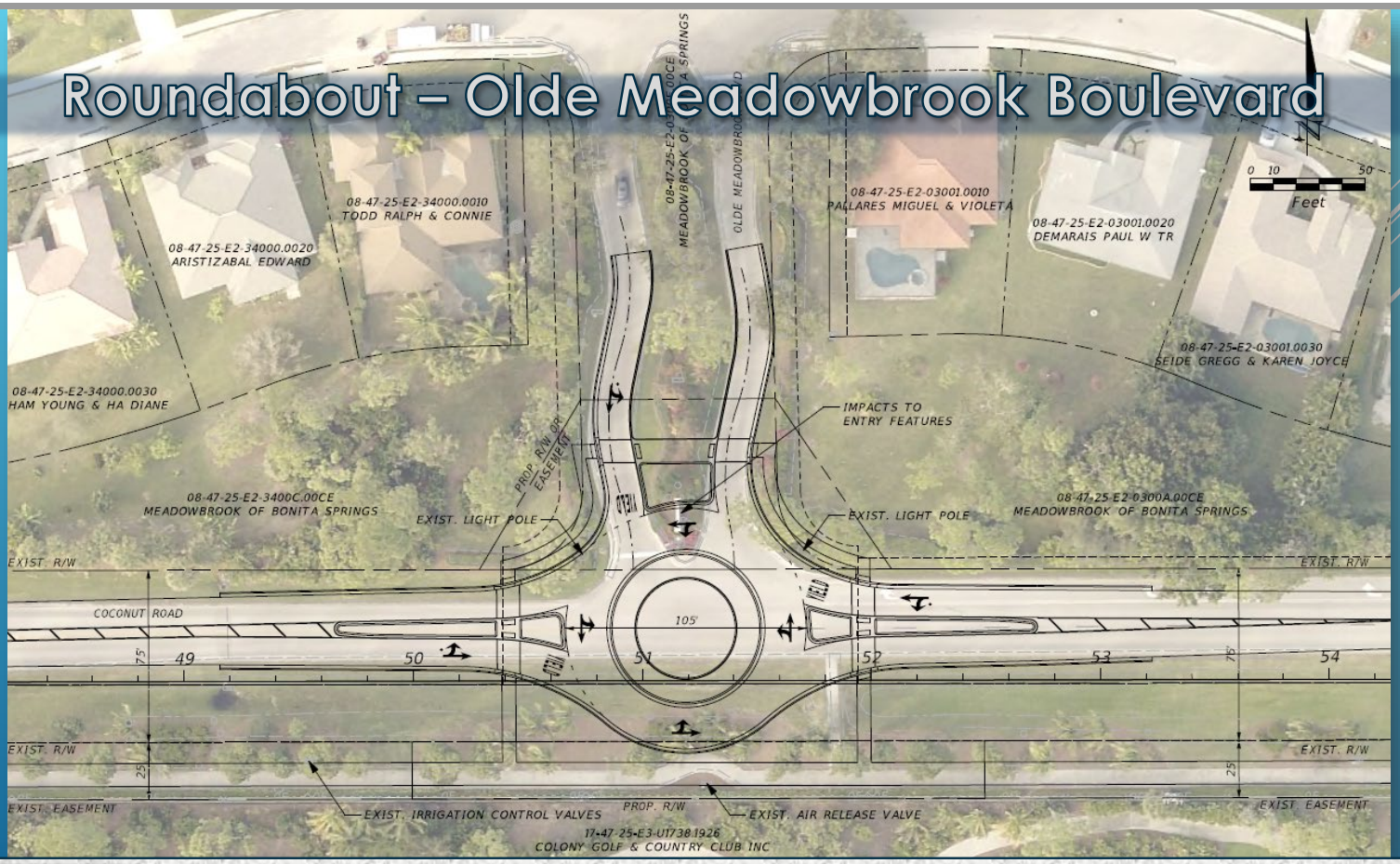
10-foot Multi-Use Pathway at US 41 Intersection



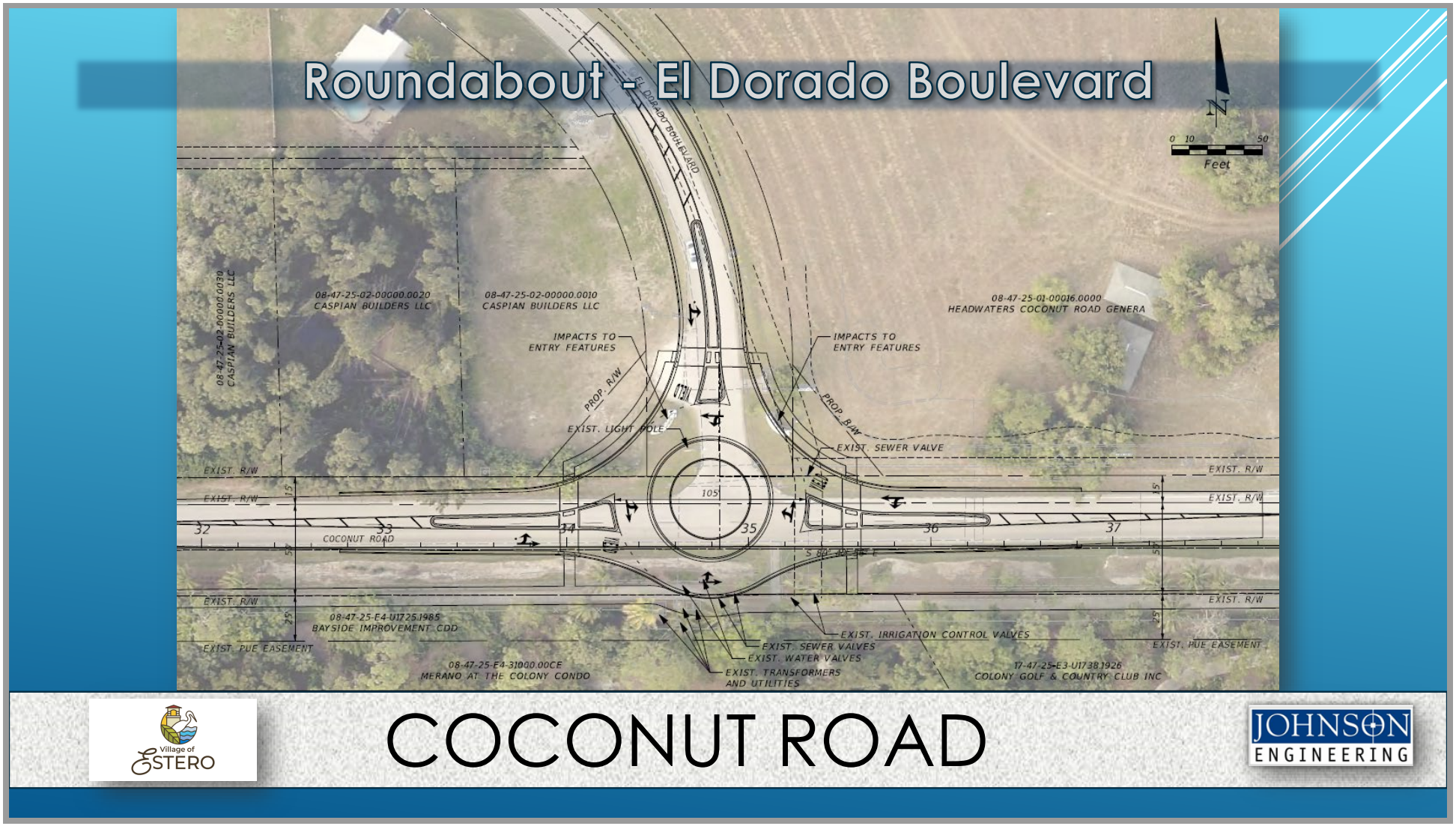
COCONUT ROAD

Roundabout – Coconut Shores Drive
N
0 10 50
Feet
09-47-25-E1-32000.00CE
COCONUT SHORE IX
EXIST. WIRE PULL BOX
EXIST. SEWER VALVE
09-47-25-E1-3400S.00CE
COCONUT SHORE COMMUNITY ASSN
EXIST. R/W
COCONUT ROAD
69
70
71
105'
72
73
74
09-47-25-E1-30000.00CE
COCONUT SHORES I THRU VII
PROP. R/W
09-47-25-E1-2900B.00CE
COCONUT SHORE COMMUNITY ASSN
EXIST. R/W
EXIST. R/W
09-47-25-E4-2100J.00CE
WCI COMMUNITIES LLC
EXIST. EASEMENT
EXIST. R/W
EXIST. EASEMENT
09-47-25-E4-2100E.00CE
PELICAN LANDING COMM ASSN INC
PROP. R/W
EXIST. IRRIGATION CONTROL VALVE
EXIST. WATER VALVE
09-47-25-E4-2100B.00CE
PELICAN LANDING COMM ASSN INC
Village of ESTERO
COCONUT ROAD
JOHNSON ENGINEERING

Roundabout – Olde Meadowbrook Boulevard



COCONUT ROAD


Roundabout - El Dorado Boulevard
N
0 10 50
Feet
EL DORADO BOULEVARD
08-47-25-02-00000.0020
CASPIAN BUILDERS LLC
08-47-25-02-00000.0010
CASPIAN BUILDERS LLC
08-47-25-02-00000.0030
CASPIAN BUILDERS LLC
08-47-25-01-00016.0000
HEADWATERS COCONUT ROAD GENERA
IMPACTS TO ENTRY FEATURES
IMPACTS TO ENTRY FEATURES
PROP. R/W
PROP. R/W
EXIST. LIGHT POLE
EXIST. SEWER VALVE
EXIST. R/W
EXIST. R/W
EXIST. R/W
EXIST. R/W
105
32
33
34
35
36
37
COCONUT ROAD
115'
50'
25'
08-47-25-E4-U1725.1985
BAYSIDE IMPROVEMENT CDD
EXIST. PUE EASEMENT
EXIST. PUE EASEMENT
EXIST. IRRIGATION CONTROL VALVES
EXIST. SEWER VALVES
EXIST. WATER VALVES
EXIST. TRANSFORMERS AND UTILITIES
08-47-25-E4-31000.00CE
MERANO AT THE COLONY CONDO
17-47-25-E3-U1738.1926
COLONY GOLF & COUNTRY CLUB INC
COCONUT ROAD
Village of ESTERO
JOHNSON ENGINEERING

Cost Summary

Option 1 – Buffered Bike Lanes	Segment 1	Segment 2
Total: $2,360,000	$2,360,000	Constrained
Option 2 – Multiuse Path Widening	**Segment 1**	**Segment 2**
Total: $1,586,900	$802,900	$784,000

Coconut Shores Drive Roundabout –	
Total: $801,000	Additional Right-of-Way Required
Olde Meadowbrook Boulevard Roundabout	
Total: $878,000	Additional Right-of-Way Required
El Dorado Boulevard Roundabout	
Total: $938,000	Additional Right-of-Way Required

Village of ESTERO

COCONUT ROAD

JOHNSON ENGINEERING

Recommendations

- Option 2 (Pathway Widening) preferred due to constructability constraints in Option 1 (Buffered Bike Lanes)
- Construct roundabouts from east to west
  - Coconut Shores Drive
  - Olde Meadowbrook Boulevard
  - El Dorado Boulevard

Coconut Road looking East

Village of ESTERO

COCONUT ROAD

JOHNSON ENGINEERING

Questions?
Village of ESTERO
COCONUT ROAD
JOHNSON ENGINEERING