



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MARCH 16, 2022, 09:30 AM



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
March 16, 2022, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Frank Brand First Baptist Church of Estero

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENTATION

Lee County Sheriff CRU Department

False alarms, frauds, and scams

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. March 2, 2022, Council Meeting Minutes

Attachment: [03022022 minutes.pdf](#)

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Village-initiated rezoning and Comprehensive Plan Amendment

Recommended Action

Motion to approve initiation of a rezoning and Comprehensive Plan Amendment for property south of Estero River, East of US 41 and north of Corkscrew Road.

Financial Impact

No impact at this time. If approved, this action will limit potential uses on the property compared to what is currently allowed, to public parks and recreation type uses, preserves and civic uses; it could preclude future sale of this property.

Attachment: [Agenda Item Summary Sheet for Village Owned Property.pdf](#)

b. Purchase of the 10-acre vacant parcel, commonly known as "River Oaks" at the east end of Broadway Avenue.**Recommended Action**

Motion to approve the purchase of the 10-acre vacant parcel, commonly known as "River Oaks" at the east end of Broadway Avenue.

Financial Impact

The cost of the parcel as negotiated is \$1,200,000.

The \$750,000 previously mentioned from the litigation settlement would be applied to the purchase. The remaining balance of \$450,000 to complete the purchase would be allocated from our General Fund Contingency.

In addition to the purchase price, the Village will need to allocate an additional amount, estimated at about \$100,000, for survey, critical species assessments, removal of invasive species and other costs related to the upgrade and maintenance of the property. These expenses will be further outlined in subsequent reports to Council.

Attachment: [River Oaks Workshop Summary sheet.pdf](#)

Attachment: [Old Town Sales Contract to Vill of Estero.pdf](#)

Attachment: [River Oaks Presentation.pdf](#)

c. First Addendum to Peoples Gas System, Inc. "(TECO)" Franchise Agreement**Recommended Action**

Motion to approve First Addendum to Peoples Gas System, Inc. "(TECO)" Franchise Agreement Ordinance 2021-09.

Financial Impact

No cost to the Village other than a minor cost associated with advertising the Ordinance for second reading. Estimated revenues to the Village are \$60,000 annually.

Attachment: [Summary sheet addendum to Ordinance 2021-09 .pdf](#)
Attachment: [Agreement - First Addendum to TECO Franchise.pdf](#)
Attachment: [Ordinance 2021-09 TECO People Gas Agreement.pdf](#)

d. Sandy Lane & Broadway East Bicycle/Pedestrian Improvements Design and Permitting Services (CN 2022-02) Contract

Recommended Action

Motion to approve the contract with Atkins North America to provide design and permitting services for the Sandy Lane and Broadway East Bicycle/Pedestrian Improvements Project in the amount of \$671,513.25

Also approve a contingency fund amount of \$67,000 (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 with Atkins North American and any other related ancillary documents on behalf of the Village Council.

Financial Impact

Fiscal impact is \$738,513.25 which includes the contract amount of \$671,513.25 plus a 10% contingency of \$67,000.

The Fiscal Year 2021-2022 budget includes \$341,400 and \$714,792 in Fiscal Year 2022-2023 budget (Total \$1,056,192) for the design and permitting of bicycle and pedestrian improvements along Sandy Lane and Broadway Ave. East.

Attachment: [Agenda Item Summary Sheet.pdf](#)
Attachment: [Location Map.pdf](#)
Attachment: [AtkinsContractSandyLn.pdf](#)
Attachment: [Atkins Revised Vendor Disclosure Form.pdf](#)

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10.VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

11.WORKSHOP ITEMS

a. 2019 Debt - Early Retirement of \$20,000,000 note

Attachment: [Agenda Item Summary 3.16.2022 Debt Presentation.pdf](#)
Attachment: [Debt Payoff.pdf](#)

b. Gess Family Partnership & Gulf Coast Driving Range LLC

Attachment: [Workshop GESS GOLF Agenda Item Summary Sheet.pdf](#)

Attachment: [Gess Golf ST Village Estero Fully initialed 31 22.pdf](#)

Attachment: [GessGolfVoered.pdf](#)

c. State Legislative Updates Discussion

Attachment: [State Legislative Updates.pdf](#)

12.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MARCH 16, 2022, 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.

09:29:57 >>Mayor Errington: GOOD MORNING.
09:29:59 EVERYBODY IS LOW-KEY THIS MORNING.
09:30:03 THANK YOU FOR BEING HERE.
09:30:07 IT'S A GREAT DAY.
09:30:08 BEFORE WE GET STARTED, LET'S JUST HAVE A MOMENT OF SILENCE
09:30:14 FOR ALL THE PEOPLE IN UKRAINE AND IN THE NATO COUNTRIES THAT
09:30:23 ARE TAKING IN ALL THE PEOPLE WHO ARE LEAVING UKRAINE.
09:30:28 LET'S JUST PLACE THEM IN OUR THOUGHTS AND OUR PRAYERS.
09:30:31 [MOMENT OF SILENCE]
09:30:45 THANK YOU.
09:30:45 WELCOME.
09:30:48 TODAY IS WEDNESDAY, MARCH 16, 2022.
09:30:52 IT'S 9:30 A.M.
09:30:54 AND I WILL CALL THIS VILLAGE OF ESTERO COUNCIL MEETING TO
09:30:58 ORDER.
09:30:59 THIS MORNING, IF ANYONE HAS ANY DEVICE THAT WOULD INTERRUPT
09:31:04 THE MEETING, WOULD YOU PLEASE TURN IT OFF OR PUT IT ON
09:31:09 VIBRATE OR SOMETHING SO IT DOESN'T ALARM US.

09:31:13 AND AT THIS TIME, I WOULD LIKE TO ASK PASTOR FRANK BRAND OF
09:31:21 THE FIRST BAPTIST CHURCH OF ESTERO IF YOU WOULD COME AND
09:31:23 LEAD US WITH OUR INVOCATION.
09:31:26 >> IT'S AN HONOR TO BE WITH YOU THIS MORNING.
09:31:29 THANK YOU FOR TAKING THE TIME TO RECOGNIZE THE NEED OUR
09:31:37 NEIGHBORS IN UKRAINE.
09:31:38 IT'S NOT FAR AWAY FROM US ANYMORE.
09:31:40 FATHER, WE REJOICE THIS MORNING KNOWING THAT FROM THE ENDS
09:31:43 OF THE EARTH WE CAN CRY OUT TO YOU.
09:31:45 FATHER, WE CAN CRY OUT TO YOU ON BEHALF OF THOSE THAT ARE
09:31:48 FAR AWAY.
09:31:50 BUT, LORD, EVEN NOW, WE RECOGNIZE HOW THIS WORLD SEEMS TO
09:31:54 GET SMALLER AND SMALLER.
09:31:55 OUR NEIGHBORS WHO ARE IN NEED.
09:31:57 JESUS, YOU TELL US TO LOVE OUR NEIGHBORS, WE LOVE OURSELVES.
09:32:00 FATHER, THE GREATEST NEED WE HAVE IS TO FIRST LOVE YOU, TO
09:32:04 RECOGNIZE THE GREAT LOVE YOU HAVE FOR US AND JUST AS OUR
09:32:07 FRIENDS IN THE UKRAINE ARE ESCAPING DANGER AS BEST THEY CAN,

09:32:11 EVACUATING WOMEN AND CHILDREN, RUNNING TO SAFETY.
 09:32:16 FATHER, HELP EACH AND EVERY ONE OF US RECOGNIZE THAT YOU ARE
 09:32:19 THE ULTIMATE SOURCE OF HELP AND SAFETY.
 09:32:22 JESUS, YOU INVITE US EVEN NOW AS MANY OF US THIS MORNING
 09:32:26 FIND OURSELVES IN THE MIDST OF GREAT DIFFICULTY, IMMENSE
 09:32:30 STRUGGLE AND PAIN, HEAVINESS.
 09:32:32 LORD, YOU TELL US TO CALL UPON YOUR NAME.

 09:32:34 SO WE DO THIS MORNING.
 09:32:37 I PRAY PRESUMPTUOUSLY ON BEHALF OF EVERY SINGLE ONE WITHIN
 09:32:41 THE SOUND OF MY VOICE THAT TODAY, FATHER, OUR HEARTS WILL BE
 09:32:44 OPEN AND RECEPTIVE TO YOU.
 09:32:45 COME, HOLY SPIRIT.
 09:32:46 DO IN US WHAT NEEDS TO BE DONE.
 09:32:48 RENEW OUR MINDS.
 09:32:49 MAY OUR HEARTS BE OPEN AND RECEPTIVE TO YOU.
 09:32:52 GRANT US FAITH.
 09:32:54 LORD, HELP US TO HEAR FROM YOU AND TURN AWAY IN REPENTANCE,
 09:32:59 AWAY FROM THE THINGS THAT DO NOT HONOR YOU, WITH ALL OUR
 09:33:02 HEART, FATHER GOD, SEEK TO PUT YOU FIRST AND FOREMOST IN ALL
 09:33:05 THAT WE DO.
 09:33:07 ABOVE ALL, FATHER, I WERE A I THAT WE WOULD BE CONDUITS OF
 09:33:10 YOUR GRACE THAT WE WOULD REST SECURE IN THE PROVISION THAT
 09:33:13 YOU'VE MADE THAT THE GRACE OF JESUS WOULD FALL UPON US THAT
 09:33:16 WE WOULD RECOGNIZE THAT YOU ARE OUR SOURCE OF HOPE, AND
 09:33:19 THAT, FATHER, WE WOULD EXTEND GRACE TO ONE ANOTHER.
 09:33:21 AND, FATHER, I THANK YOU IN ADVANCE FOR WHAT YOU'RE GOING TO
 09:33:24 DO.
 09:33:24 NOT ONLY THIS DAY, BUT FOREVER MORE, FOR YOU ARE FAITHFUL.
 09:33:30 HALLELUJAH.
 09:33:31 IN JESUS NAME, WE PRAY AND ASK ALL OF THIS.
 09:33:35 AMEN.
 09:33:36 >>Mayor Errington: THANK YOU.

 09:33:36 IF YOU'RE ABLE, WILL YOU PLEASE STAND?
 09:33:43 COUNCIL MEMBER BOESCH, WOULD YOU LEAD US IN THE PLEDGE OF
 09:33:45 ALLEGIANCE.
 09:33:46 [PLEDGE OF ALLEGIANCE]
 09:33:48 >>Mayor Errington: MADAM CLERK, WILL YOU PLEASE CALL THE
 09:34:01 ROLL?
 09:34:03 >>Carol Sacco: COUNCIL MEMBER RIBBLE.
 09:34:05 >>Joanne Ribble: HERE.
 09:34:05 >>Larry Fiesel: HERE.
 09:34:06 >>Jim Boesch: HERE.
 09:34:07 >>Jim Ward: HERE.
 09:34:08 >>Jim Wilson: HERE.
 09:34:09 >>Vice-Mayor McLain: HERE.
 09:34:11 >>Mayor Errington: HERE.

09:34:12 THANK YOU.
 09:34:16 ITEM NUMBER TWO, APPROVAL OF THE AGENDA, ADDITIONS AND
 09:34:20 DELETIONS.
 09:34:21 ANYBODY HAVE ANY CHANGES?
 09:34:25 IF NOT, I NEED A MOTION.
 09:34:28 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY
 09:34:32 VICE-MAYOR McLAIN.
 09:34:34 PLEASE CALL THE ROLL.
 09:34:36 >>Joanne Ribble: AYE.
 09:34:37 >>Larry Fiesel: AYE.
 09:34:38 >>Jim Boesch: HERE.

 09:34:40 >>Jim Ward: AYE.
 09:34:41 >>Jim Wilson: AYE.
 09:34:43 >>Vice-Mayor McLain: AYE.
 09:34:44 >>Mayor Errington: AYE.
 09:34:45 ITEM NUMBER 3, PUBLIC COMMENT ON NON-AGENDA ITEMS.
 09:34:50 DO WE HAVE ANYONE WHO SIGNED UP?
 09:34:52 >>Carol Sacco: MAYOR, NO, WE DO NOT.
 09:34:54 >>Mayor Errington: THANK YOU.
 09:34:54 ITEM NUMBER 4, CONSENT AGENDA.
 09:35:04 ANY COMMENTS?
 09:35:08 NO COMMENTS.
 09:35:12 NEED A MOTION.
 09:35:13 >> SO MOVED.
 09:35:14 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER FIESEL.
 09:35:17 SECONDED BY COUNCIL MEMBER JIM WARD.
 09:35:19 PLEASE CALL THE ROLL.
 09:35:22 >>Jim Wilson: AYE.
 09:35:23 >>Jim Ward: AYE.
 09:35:26 >>Jim Boesch: AYE.
 09:35:27 >>Larry Fiesel: AYE.
 09:35:29 >>Joanne Ribble: AYE.
 09:35:30 >>Vice-Mayor McLain: AYE.
 09:35:31 >>Mayor Errington: AYE.
 09:35:32 ITEM NUMBER 5, WE HAVE NO DEFERRALS THERE.
 09:35:37 SO MOVING ON TO ITEM NUMBER 6, ACTION ITEMS.

 09:35:41 ITEM NUMBER 6A IS THE VILLAGE-INITIATED REZONING AND
 09:35:50 COMPREHENSIVE PLAN AMENDMENT.
 09:35:51 STEVE, WILL YOU INTRODUCE THIS, PLEASE?
 09:35:54 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:35:57 WE HAVE SEVERAL ITEMS -- A COUPLE OF ITEMS ON THE AGENDA
 09:36:01 TODAY REGARDING EITHER DIRECTLY OR INDIRECTLY THE PROPERTY
 09:36:05 THAT THE VILLAGE PURCHASED BACK IN 2018 OR '19, I GUESS IT
 09:36:11 WAS, AT THE CORNER OF CORKSCREW AND U.S. 41.
 09:36:14 WHEN THE VILLAGE PURCHASED THAT PROPERTY, IT WAS REALLY A
 09:36:21 BOLD MOVE TO TRY TO SECURE THE FIRST-EVER PURCHASE OF

09:36:27 PROPERTY THAT WE HAD FOR THE PURPOSE OF CREATING LAND FOR
 09:36:35 ENVIRONMENTAL USES, SIGNIFICANT LAND FOR ENVIRONMENTAL USES
 09:36:40 FOR RECREATIONAL USES AND OTHER PUBLIC USES.
 09:36:45 THERE WAS ALSO A QUESTION AT THE TIME WHETHER WE WOULD KEEP
 09:36:49 ALL OF THAT LAND AND WHAT TO ULTIMATELY DO WITH THE
 09:36:52 PROPERTY.
 09:36:53 YOU'LL RECALL AT THE TIME THAT THERE WAS A GREAT DEAL OF
 09:36:57 DEVELOPMENT PRESSURE.
 09:37:00 THERE STILL IS.
 09:37:01 BUT IN THAT CASE, THERE WAS A PRIOR REZONING ON THAT
 09:37:05 PROPERTY THAT ALLOWED INTENSE USES OF DEVELOPMENT ON THE
 09:37:09 SOUTH PARCEL FROM CORKSCREW UP TO THE RIVER, WHICH WOULD
 09:37:12 HAVE CHANGED THE ENTIRE CHARACTER OF THAT PROPERTY.
 09:37:16 AS THE OWNERS NOW OF THAT PROPERTY FOR THREE YEARS, WE'VE
 09:37:20 BEEN VERY CAREFUL IN LOOKING AT WHAT WE MIGHT DO AND

 09:37:25 THINKING LONG TERM WHAT MIGHT BE THE BEST OPTIONS FOR THE
 09:37:28 VILLAGE.
 09:37:29 AND THE COUNCIL HAS INDICATED SUPPORT TO KEEP THE PROPERTY
 09:37:35 ON THE SOUTH SIDE OF THE RIVER IN ITS NATURAL STATE.
 09:37:40 WE'VE GONE THROUGH THE PROCESS OF IDENTIFYING A NUMBER OF
 09:37:45 SPECIES ON THAT PROPERTY, WHICH ARE REALLY SIGNIFICANT.
 09:37:49 IT'S BEEN DESCRIBED BY SEVERAL PEOPLE THAT HAVE GONE THROUGH
 09:37:52 THERE AS JUST A MAGNIFICENT OLD-FLORIDA FOREST THAT'S NEVER
 09:37:56 BEEN CLEAR-CUT, THAT'S UNIQUE IN THIS AREA.
 09:38:02 PART OF THE QUESTION THAT WE'VE BEEN ASKED AS STAFF IS HOW
 09:38:06 DO WE PRESERVE THAT SO THAT IT REMAINS IN ITS ENVIRONMENTAL
 09:38:11 STATE ON A LONG-TERM BASIS?
 09:38:14 SO ONE OF THE OPTIONS THAT WE HAVE IS TO REZONE THAT
 09:38:20 PROPERTY AS PARK AND THEN MODIFY OUR COMPREHENSIVE PLAN TO
 09:38:25 RECOGNIZE THAT.
 09:38:26 THAT PROCESS CAN ALWAYS BE REVERSED AT SOME POINT, BUT IT
 09:38:32 BECOMES A MAJOR HURDLE SHOULD SOMEONE COME ALONG AND TRY TO
 09:38:37 PURCHASE AND DEVELOP THAT PROPERTY.
 09:38:39 AS A PARK, THE VILLAGE WOULD BE ABLE TO UTILIZE THAT FOR
 09:38:46 COMMUNITY USES.
 09:38:47 BUT, AGAIN, WE'RE GOING VERY SLOW WITH WHATEVER USES COME
 09:38:50 FORWARD THAT WANT TO USE THAT PROPERTY.
 09:38:53 AT THIS TIME, I'D LIKE TO CALL ON MARY -- MARY GIBBS TO
 09:39:00 DESCRIBE THE REZONING AND THE MODIFICATION OF THE
 09:39:03 COMPREHENSIVE PLAN AND WHAT THAT MIGHT MEAN FOR US.

 09:39:07 MARY.
 09:39:08 >>Mary Gibbs: THANK YOU, STEVE.
 09:39:10 >>Mayor Errington: WELCOME, MARY.
 09:39:11 >>Mary Gibbs: GOOD MORNING.
 09:39:12 WE TALKED ABOUT THIS AT THE WORKSHOP AT OUR LAST MEETING AND
 09:39:16 WHAT WOULD BE INVOLVED TO DO THIS.

09:39:17 SO WE HAVE TWO DIFFERENT THINGS THAT WOULD BE GOING ON.
 09:39:22 WE'D HAVE A REZONING TO A PARKS AND COMMUNITY FACILITIES
 09:39:25 DISTRICT INSTEAD OF THE MIXED-USE PLAN DEVELOPMENT THAT'S ON
 09:39:29 THE SITE NOW.
 09:39:29 THEN WE WOULD DO A COMPREHENSIVE PLAN AMENDMENT AND REZONE
 09:39:32 IT TO OUR CATEGORY WHICH IS ALSO PARKS AND PUBLIC
 09:39:35 FACILITIES.
 09:39:35 AND THAT RESTRICTS THE USES, YOU KNOW, IF IT WAS LATER TO BE
 09:39:41 SOLD OR TRY TO BE DEVELOPED, IT WOULD BE MORE DIFFICULT
 09:39:44 BECAUSE THE COMPREHENSIVE PLAN AMENDMENT REQUIRES A STATE
 09:39:46 REVIEW AS WELL.
 09:39:47 SO IT'S NOT REALLY EASY TO CHANGE THE LAND USE CATEGORIES.
 09:39:51 AT THE WORKSHOP YOU SAID, YES, THAT SOUNDS GOOD, LET'S GO
 09:39:56 AHEAD, BUT WE HAVE TO BRING IT FORWARD TO A VOTE.
 09:39:58 THE VOTE JUST STARTS THE PROCESS.
 09:40:01 IT DOESN'T -- YOU KNOW, IF YOU VOTE TODAY, THAT'S LIKE STEP
 09:40:04 ONE, GO FORWARD AND START THE PROCESS.
 09:40:06 IT DOESN'T CHANGE ANYTHING.
 09:40:07 SO THE PROCESS ITSELF WILL BE FOUR TO SIX MONTHS LONG.

09:40:13 WE'LL TRY TO RUN THEM CONCURRENTLY OR SIMULTANEOUSLY.
 09:40:17 WE'LL START THE PROCESS FOR THE ZONING AND THE COMPREHENSIVE
 09:40:19 PLAN AMENDMENT.
 09:40:20 WE'LL RUN THEM AT THE SAME TIME, BUT THE COMPREHENSIVE PLAN
 09:40:24 AMENDMENT USUALLY TAKES A LITTLE BIT LONGER BECAUSE IT HAS
 09:40:26 TO GO TO THE STATE AND BE REVIEWED AND COME BACK.
 09:40:29 WE'LL RUN THEM TOGETHER AS MUCH AS WE CAN.
 09:40:32 WE'LL SCHEDULE THEM FOR PUBLIC INFORMATION MEETING AT THE
 09:40:34 PLANNING, ZONING AND DESIGN BOARD.
 09:40:36 THEY'VE GOT TO REVIEW IT.
 09:40:38 STAFF WILL WORK UP A STAFF REPORT.
 09:40:41 WHEN THE REPORT IS DONE, WE GO BACK FOR PUBLIC HEARING TO
 09:40:44 PLANNING, ZONING AND DESIGN BOARD AND THEY MAKE A
 09:40:47 RECOMMENDATION TO THE COUNCIL.
 09:40:48 THEY DON'T DECIDE.
 09:40:49 IT WILL COME BACK TO YOU AND THEN YOU DECIDE WHAT YOU WANT
 09:40:52 TO DO, IF YOU WANT TO APPROVE IT, AND THEN THE COMPREHENSIVE
 09:40:56 PLAN AMENDMENT GETS REVIEWED BY THE STATE.
 09:40:58 I'VE ALREADY CONTACTED THEM TO LET THEM KNOW WE'LL PROBABLY
 09:41:02 BE WORKING ON THIS SO THEY ARE AWARE OF IT, WHICH THEY LIKE
 09:41:05 TO KNOW WHAT'S GOING ON.
 09:41:07 THEN IT WILL COME BACK.
 09:41:08 BECAUSE THERE ARE A LOT OF REQUIRED PUBLIC HEARINGS FOR BOTH
 09:41:11 THE REZONING AND THE COMPREHENSIVE PLAN AMENDMENT, WE
 09:41:15 ESTIMATE IT WILL BE ABOUT SIX MONTHS BEFORE WE COMPLETE THE

09:41:17 PROCESS.
 09:41:18 IF YOU VOTE TODAY, THAT'S JUST STARTS IT.

09:41:23 >>Mayor Errington: ANY QUESTIONS?
 09:41:27 >>Larry Fiesel: JUST ONE.
 09:41:28 WITH THE STATE ON THIS, DO YOU ANTICIPATE ANY ISSUES THAT
 09:41:31 WOULD HURDLE -- SLOW THIS DOWN.
 09:41:33 YOU'RE LOOKING AT SIX MONTHS.
 09:41:35 >>Mary Gibbs: NO.
 09:41:36 ACTUALLY, I WAS LOOKING -- NOT TO COMPLICATE IT MORE, I WAS
 09:41:39 LOOKING BACK AT THE STATUTE BECAUSE I THINK THEY'VE ACTUALLY
 09:41:42 CHANGED THIS TO MAKE IT A LITTLE MORE SIMPLE NOW.
 09:41:46 THERE WAS A CHANGE IN THE LEGISLATURE, I THINK IT WAS LAST
 09:41:49 YEAR.
 09:41:49 SO BECAUSE THIS PROPERTY IS 30 ACRES IN SIZE, IT MAY FIT
 09:41:55 INTO THE SMALL-SCALE AMENDMENT CATEGORY WHICH MAY ONLY
 09:41:57 REQUIRE ONE PUBLIC HEARING.
 09:41:58 BUT I HAVEN'T BEEN ABLE TO CONFIRM THAT WITH THE STATE YET.
 09:42:03 I DID TALK TO THEM.
 09:42:04 THEY USUALLY ARE VERY SUPPORTIVE OF SOMETHING THAT WOULD
 09:42:08 RESULT IN MORE PUBLIC USE.
 09:42:09 AND THE LEGISLATURE LIMITS THEM ON WHAT THEY CAN COMMENT ON
 09:42:14 ANYMORE, SO IT'S GOT TO BE THINGS OF STATE OR REGIONAL
 09:42:16 SIGNIFICANCE.
 09:42:18 THEY CAN'T REALLY INTERFERE WITH SOME LOCAL DECISIONS.
 09:42:21 SO I THINK THEY WILL BE VERY SUPPORTIVE.

09:42:24 >>Mayor Errington: ANY OTHER QUESTIONS?
 09:42:25 YES, JIM.
 09:42:27 >>Jim Ward: MARY, JUST REFRESH MY MEMORY ON THE PARCEL
 09:42:29 THAT'S NORTH OF THE ESTERO RIVER.
 09:42:31 IS THAT CURRENTLY ZONED COMMERCIAL?
 09:42:33 >>Mary Gibbs: IT'S ZONED MIXED USE PLANNED DEVELOPMENT,
 09:42:37 WHICH ALLOWS COMMERCIAL AND RESIDENTIAL.
 09:42:39 IT REALLY HAS A LAUNDRY LIST OF USES.
 09:42:42 IT'S VILLAGE CENTER, ALLOWS COMMERCIAL MIXED USE, CIVIC
 09:42:47 USES, RESIDENTIAL USES OF SINGLE-FAMILY, MULTIFAMILY.
 09:42:51 IT'S KIND OF THAT POTPOURRI OF EVERYTHING.
 09:42:57 >>Jim Ward: THIS IS ONE OF THE QUESTIONS I GET ASKED
 09:43:00 FREQUENTLY FROM RESIDENTS THAT I TALK TO ABOUT THE VILLAGE
 09:43:02 AND THEY ASK ABOUT THE PARK AND WHAT OUR PLANS ARE, AND THEY
 09:43:06 FULLY SUPPORT THIS PLAN TO REZONE AND KEEP IT NATURAL.
 09:43:11 >>Mayor Errington: ANYONE ELSE?
 09:43:12 I HAVE A QUESTION ABOUT THE STRIP THERE IN THE MIDDLE, THE
 09:43:17 ONE --
 09:43:18 >>Mary Gibbs: THE HAPPEHATCHEE.
 09:43:20 >>Mayor Errington: YOU LUMP IT TOGETHER --
 09:43:22 >>Mary Gibbs: WE WILL INCLUDE THAT IN.
 09:43:24 IT'S GOT A DIFFERENT ZONING DISTRICT.
 09:43:26 IT'S ZONED AGRICULTURE.
 09:43:28 IT'S THAT STRIP THAT'S VERY ODD.

09:43:30 WE'LL INCLUDE THAT, SO THAT WILL BE IN THE PARKS DISTRICT

09:43:33 WHEN WE FINISH.

09:43:34 WE'LL JUST GET A LEGAL DESCRIPTION THAT COVERS THE WHOLE

09:43:39 PROPERTY ON THE SOUTH SIDE OF THE RIVER AND COME BACK WITH

09:43:41 THAT AND JUST REZONE THAT ALL AS ONE.

09:43:46 >>Mayor Errington: THIS WILL BE GOOD.

09:43:47 IF THIS PASSES, I CAN SLEEP AT NIGHT BETTER.

09:43:51 [LAUGHTER]

09:43:54 >>Mary Gibbs: THAT'S IMPORTANT.

09:43:55 [LAUGHTER]

09:43:57 >>Mayor Errington: OKAY.

09:43:58 WE DON'T HAVE ANY MORE QUESTIONS.

09:44:04 NOW I'LL TAKE PUBLIC COMMENT.

09:44:05 THANK YOU, MARY.

09:44:06 APPRECIATE IT.

09:44:07 >>Carol Sacco: MAYOR, WE HAVE NONE.

09:44:09 >>Mayor Errington: NO COMMENTS.

09:44:11 >> CAN I HAVE A PUBLIC COMMENT?

09:44:12 >>Carol Sacco: DID YOU FILL OUT A CARD?

09:44:15 >> CAN I FILL OUT A THING?

09:44:19 >>Larry Fiesel: WHILE WE'RE WAITING, IN MY COMMUNITY, WE HAD

09:44:25 A MEETING TUESDAY A WEEK AGO FOR I THINK IT WAS CALLED THE

09:44:28 FRIENDS OF THE RIVER, IF I REMEMBER YOU.

09:44:29 THE MAYOR WAS THERE AND ADDRESSED OUR GROUP OF PEOPLE.

09:44:33 WE HAD ABOUT 80 PEOPLE IN THE CROWD.

09:44:35 DAVID WAS THERE.

09:44:36 AND YOU OUTLINED THE HISTORY OF THIS PARK AND THE AREA

09:44:41 THAT'S ENCOMPASSED.

09:44:44 WE HAVE WITHIN OUR COMMUNITY REALLY, REALLY STRONG FEELINGS

09:44:48 THAT WE'RE DOING THE RIGHT THING, THE COUNCIL IS DOING THE

09:44:51 RIGHT THING WITH THIS PROPERTY.

09:44:52 THEY ARE VERY EXCITED ABOUT SEEING THAT.

09:44:54 YOU ALSO SPOKE AT THE CHAMBER LUNCHEON ON THURSDAY, AND I

09:44:57 THINK, BY AND LARGE, EVERYBODY IS SUPPORTIVE OF THE

09:45:00 DIRECTION WE'RE MOVING WITH THE PROPERTY.

09:45:01 >>Mayor Errington: I HAVEN'T HEARD ANYONE SAY ANYTHING OTHER

09:45:04 THAN.

09:45:06 ARE WE READY?

09:45:08 >> YEAH, SURE.

09:45:11 >>Mayor Errington: IDENTIFY YOURSELF.

09:45:12 >> CLARK McKENZIE.

09:45:13 I LIVE RIGHT THERE CLOSE TO THE AREA.

09:45:16 HEY, JIM, HOW ARE YOU DOING?

09:45:18 >>Mayor Errington: RIGHT WHERE, SIR?

09:45:20 WHERE DO YOU LIVE?

09:45:21 >> ON HIGHLANDS AVENUE IN THE OLD PART OF ESTERO.

09:45:24 YOU GUYS BOUGHT THE WHOLE PARCEL OF LAND, RIGHT, MORE THAN
 09:45:31 WHAT YOU GUYS WANT TO TURN INTO A PARK.
 09:45:34 I LIVE THERE, AND I KNOW THAT A LOT OF PEOPLE WALK UP AND
 09:45:38 DOWN HIGHLANDS AVENUE.
 09:45:40 I SAW ANOTHER MAP, I DON'T KNOW WHERE IT CAME FROM, AND I

 09:45:45 TALKED TO JON AT THE PARTY ON SATURDAY.
 09:45:49 AND I ASKED HIM A LITTLE QUESTION ABOUT NORTH SIDE OF THE
 09:45:54 PROPERTY, WHICH I THINK IS VERY IMPORTANT TO SAVE ALSO.
 09:45:57 AS I SAID LAST TIME, KATHY, THAT WITH ELLEN PETERSON'S LAND
 09:46:07 AND THE OLD WATER COMMISSIONER'S LAND THAT I GUESS WOULD BE
 09:46:10 EAST OF ELLEN PETERSON'S HAPPEHATCHEE LAND, AM I RIGHT?
 09:46:17 IT'S NOT VERY HARD TO MAKE THIS DECISION TO MAKE THIS A PARK
 09:46:21 BECAUSE YOU'VE GOT SOME OBSTACLES IN THE WAY THERE, RIGHT?
 09:46:24 SO I WANT TO JUST PUT THE SEED IN YOUR BRAIN THAT THE WHOLE
 09:46:34 AREA NEEDS TO BE TURNED INTO A RESERVE.
 09:46:39 THE PEOPLE THAT WALK DOWN HIGHLANDS AVENUE THAT ARE SUPER
 09:46:45 HAPPY THAT THEY CAN MAKE HEADWAY WITHOUT THE CARS DRIVING BY
 09:46:48 AND RELAXING, NONCOMMERCIAL AREA.
 09:46:55 PLEASE KEEP IN MIND TO MAKE A GOOD DECISION AND NOT MONETIZE
 09:47:02 THE WHOLE PROPERTY, NOT THE SOUTH SIDE.
 09:47:04 WE UNDERSTAND THAT YOU ARE INTERESTED IN THAT.
 09:47:07 SO I JUST WANT TO KNOW THAT THERE'S SOME GRASSROOTS
 09:47:14 HAPPENING THAT WE WANT TO SAVE ALL THAT PROPERTY AND NOT
 09:47:18 MONETIZE IT, ALL RIGHT?
 09:47:20 YOU KNOW THE OUTLINE I'M TALKING ABOUT?
 09:47:22 >>Mayor Errington: YES.
 09:47:24 >> ALL RIGHT.
 09:47:25 I APPRECIATE YOU LISTENING TO ME AND I TALKED TO JON AT THE
 09:47:31 PARTY, RIGHT?
 09:47:32 I ASKED HIM -- I ASKED HIM THAT THERE WAS SUPPOSED TO BE A

 09:47:38 HUNDRED-DOLLAR RESTAURANT IN THAT AREA ON THE NORTH SIDE,
 09:47:41 RIGHT?
 09:47:42 >>Vice-Mayor McLain: WE'RE LOOKING AT THAT.
 09:47:44 >>Mayor Errington: WE DON'T DISCUSS --
 09:47:46 >> WELL, NO, I'M JUST SAYING, I'M TELLING YOU A STORY THAT I
 09:47:50 HAD A DISCUSSION WITH, AND HE SAID THAT THEY WERE THINKING
 09:47:53 ABOUT PUTTING A HUNDRED-DOLLAR RESTAURANT IN THERE.
 09:47:59 HE SAID, OH, WE WANTED TO HAVE THIS BRAZILIAN, AT LEAST
 09:48:02 THAT'S WHAT HE TOLD ME, A BRAZILIAN STEAK HOUSE.
 09:48:06 I JUST WANTED TO LET YOU KNOW THAT -- AND HE SAID -- I SAID
 09:48:11 WHY A BRAZILIAN STEAK HOUSE?
 09:48:15 HE SAID, OH, BECAUSE WE DON'T WANT RUTH'S CHRIS BECAUSE IT
 09:48:20 IS Fancier THAN RUTH'S CHRIS.
 09:48:22 AND THAT IT JUST ALIENATES PEOPLE TO HAVE TO DO A
 09:48:24 RESTAURANT.
 09:48:25 THANK YOU.

09:48:25 >>Vice-Mayor McLain: I WOULD LIKE TO JUST CLEAR THE RECORD
 09:48:28 ON THAT.
 09:48:29 I DID NOT INDICATE A BRAZILIAN STEAK HOUSE.
 09:48:33 THAT'S INCORRECT.
 09:48:34 WE CAN HAVE A FURTHER DISCUSSION ON IT.
 09:48:36 JUST TO CLEAR THE RECORD, THAT'S NOT THE COMMENTS THAT I
 09:48:39 MADE FOR THAT.
 09:48:40 WE CAN HAVE A FURTHER DISCUSSION.
 09:48:41 >>Mayor Errington: THIS CAN TAKE PLACE AFTER THE MEETING.

09:48:43 I WANT TO CLARIFY MY NAME IS KATY.
 09:48:45 IT'S NOT KATHY.
 09:48:47 >> OH, I'M SORRY.
 09:48:48 >>Mayor Errington: THANK YOU, CLARK.
 09:48:49 >>Carol Sacco: MAYOR, WE DO HAVE PATTI WHITEHEAD FROM OLD
 09:48:53 ESTERO.
 09:49:03 >> YEAH, I ACTUALLY AGREE WITH MANY OF CLARK'S POINTS.
 09:49:07 I LIVE IN OLD ESTERO AS WELL.
 09:49:09 MY PUSH HAS ALWAYS BEEN THAT THE NORTH SIDE OF THE PROPERTY
 09:49:14 COULD BE SOMETHING SIMILAR TO FREEDOM PARK AND CLEANSE THE
 09:49:19 RUNOFF FROM ESTERO PARKWAY BECAUSE WE KNOW WE HAVE ISSUES
 09:49:22 THERE.
 09:49:22 I MEAN, IT'S A GIVEN WE HAVE ISSUES THERE.
 09:49:24 RATHER THAN -- AND I DON'T KNOW HOW THE ENGINEERING WORKS
 09:49:27 OUT ON THIS.
 09:49:28 I'M NOT AN ENGINEER.
 09:49:29 I DON'T KNOW THE ANALYSIS THAT THEY HAVE AND VILLAGE MANAGER
 09:49:34 STEVE HAVE DONE, BUT IT WOULD BE MORE APPROPRIATE, I GUESS,
 09:49:40 IN TERMS OF THE LAND AREA YOU HAVE TO PUT A WATER-CLEANSING
 09:49:44 FACILITY ON THAT NORTH SIDE VERSUS AT THE RIVER OAKS
 09:49:48 LOCATION.
 09:49:50 I JUST FEEL THAT IT'S STILL GOING TO GRAVITATE TO THE RIVER
 09:49:55 ANYWAY, AND YOU JUST HAVE A BIGGER LAND AREA TO MOVE THE
 09:49:58 WATER AROUND.
 09:49:59 THE NORTH SIDE IS ALREADY HIGHLY DISTURBED AS IT IS.

09:50:02 AND FREEDOM PARK REALLY DOES GIVE YOU A GREAT PARADIGM TO
 09:50:08 WORK WITH.
 09:50:09 IF YOU HAVEN'T SEEN IT, YOU SHOULD GO TO NAPLES AND CHECK IT
 09:50:12 OUT.
 09:50:13 IT REALLY LENDS ITSELF AS A PERFECT PARALLEL TO THE CURRENT
 09:50:18 CONDITIONS OF THAT 67 ACRES.
 09:50:20 SO, YEAH, AND FOR THE OTHER REASONS THAT HE SPOKE ON
 09:50:25 REGARDING -- WE DON'T REALLY NEED THAT MUCH MORE COMMERCIAL
 09:50:29 IN ESTERO.
 09:50:30 PLAIN AND SIMPLE.
 09:50:31 WE HAVE COMMERCIAL THAT COMES AND GOES.
 09:50:34 WE HAVE CLOSED AND VACANT BUILDINGS IN COCONUT POINT MALL.

09:50:37 WE HAVE A VACANCY OF I THINK IT WAS CALLED RESTORATIVES, OR
 09:50:42 THE RESTORATION, THE LITTLE CAFE IN THE BROADWAY SHOPPES, NO
 09:50:47 LONGER THERE.
 09:50:47 I TELL YOU HOW YOU IMPROVE AND ESTERO AND MAKE IT MORE
 09:50:53 ATTRACTIVE FOR BUSINESSES TO COME IN.
 09:50:55 YOU MAKE ATTRACTIONS FOR BUSINESSES TO COME IN.
 09:50:57 AND RIGHT NOW, COMMERCIAL DOESN'T NECESSARILY ATTRACT MORE
 09:51:00 COMMERCIAL, RIGHT?
 09:51:02 PEOPLE WANT OTHER FACETS TO THEIR EXPERIENCE IN ESTERO.
 09:51:08 AND ADDING TO COMMERCIAL DOESN'T ACCOMPLISH THAT.
 09:51:12 SO YOU HAVE TO HAVE A VARIETY OF THINGS FOR PEOPLE TO WANT
 09:51:20 TO EXPERIENCE AND ENJOY AND MAKE THEM UNIQUE AND MAKE THEM
 09:51:24 SPECIAL.

 09:51:24 AND THAT 67 ACRES, IT CAN ALL BE DONE THERE, DONE CORRECTLY.
 09:51:29 THANK YOU.
 09:51:31 >>Carol Sacco: THAT IS IT, MAYOR.
 09:51:32 AND THERE ARE NO E-COMMENTS.
 09:51:33 >>Mayor Errington: NO E-COMMENTS.
 09:51:35 WE ARE NOW READY TO ENTERTAIN A MOTION FOR THIS.
 09:51:39 MOTION MADE BY COUNCIL MEMBER WILSON.
 09:51:43 SECONDED BY COUNCIL MEMBER FIESEL.
 09:51:48 WILL YOU CALL THE ROLL, PLEASE?
 09:51:51 >>Vice-Mayor McLain: MADAM MAYOR, ONE COMMENT.
 09:51:53 I THINK WE SHOULD BE CLEAR WHAT WE'RE VOTING ON TODAY IS THE
 09:51:57 SOUTH REZONING.
 09:51:59 WE HAD DISCUSSION ABOUT THE NORTH.
 09:52:02 WE'RE NOT ADDRESSING THAT TODAY.
 09:52:03 WE'RE ONLY ADDRESSING THE SOUTHERN PORTION.
 09:52:07 >>Mayor Errington: SOMEONE READ THE MOTION TO MAKE SURE THAT
 09:52:15 --
 09:52:16 >>Carol Sacco: THE MOTION IS TO APPROVE THE INITIATION OF A
 09:52:19 REZONING AND COMPREHENSIVE PLAN AMENDMENT FOR PROPERTY SOUTH
 09:52:22 OF ESTERO RIVER, EAST OF U.S. 41, AND NORTH OF CORKSCREW
 09:52:25 ROAD.
 09:52:26 >>Mayor Errington: YES, THAT'S WHAT ALL OF US THOUGHT WE
 09:52:28 WERE GETTING READY TO VOTE ON.
 09:52:30 WILL YOU CALL THE ROLL?
 09:52:32 >>Joanne Ribble: AYE.

 09:52:33 >>Larry Fiesel: AYE.
 09:52:35 >>Jim Boesch: AYE.
 09:52:36 >>Jim Ward: AYE.
 09:52:38 >>Jim Wilson: AYE.
 09:52:39 >>Vice-Mayor McLain: AYE.
 09:52:40 >>Mayor Errington: AYE.
 09:52:43 I WOULD ASK YOU, IF YOU HAVE COMMENTS TO MAKE, PLEASE STICK
 09:52:55 -- IF IT'S RIGHT NOW, STICK TO THE SUBJECT THAT WE'RE

09:52:58 DISCUSSING WITH THE MOTION.
 09:53:01 THAT'S THE PURPOSE OF HAVING COMMENT.
 09:53:04 ITEM NUMBER 6B, AND THIS IS THE PURCHASE OF THE 10-ACRE
 09:53:11 VACANT PARCEL COMMONLY KNOWN AS RIVER OAKS AT THE END OF
 09:53:15 BROADWAY AVENUE.
 09:53:16 STEVE, PLEASE INTRODUCE THIS.
 09:53:17 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 09:53:20 THIS DID APPEAR AT THE LAST COUNCIL WORKSHOP WHERE THE
 09:53:26 LONG-DISCUSSED TEN-ACRE PARCEL OF RIVER OAKS WAS DISCUSSED
 09:53:30 AS A POSSIBLE PURCHASE BY THE VILLAGE.
 09:53:33 THIS IS KIND OF AN ODDBALL PARCEL.
 09:53:37 I CAN SAY THAT BECAUSE IT'S TUCKED AWAY IN THE BACK OF THREE
 09:53:40 DIFFERENT COMMUNITIES.
 09:53:42 IT'S CONTIGUOUS TO THE CASCADES, THE ROOKERY, AND TO COUNTRY
 09:53:47 CREEK.
 09:53:48 AND THE ONLY ACCESS IS ON EAST BROADWAY.
 09:53:53 AND EAST BROADWAY IS ONLY PARTIALLY IMPROVED.

 09:53:58 IT GOES FROM A TWO-LANE ASPHALT ROAD WITH SOME DITCHES JUST
 09:54:05 TO A TWO-LANE ROAD WITHOUT DITCHES.
 09:54:08 AND THEN THERE'S NO ROAD AND YOU HAVE TO WALK A CONSIDERABLE
 09:54:13 LENGTH TO GET BACK TO THIS PROPERTY.
 09:54:15 NONETHELESS, THE PROPERTY IS RIGHT ALONG THE NORTH BRANCH OF
 09:54:19 THE ESTERO RIVER, AND IT'S BEEN A PRIVATE RESIDENCE FOR MANY
 09:54:26 YEARS, BUT NOW ON THE MARKET FOR COMMERCIAL DEVELOPMENT,
 09:54:30 LIKE MANY PARCELS IN THE VILLAGE.
 09:54:32 THIS HAS BEEN PROPOSED AS A PURCHASE BY THE VILLAGE, BY
 09:54:37 OTHER GROUPS FOR SOME TIME.
 09:54:41 WE'VE NOT MOVED FORWARD ON THIS UNTIL THIS POINT BECAUSE
 09:54:45 ONLY NOW DO WE HAVE A STORMWATER DIVERSION PROJECT THAT
 09:54:50 NEEDS SOME OF THIS LAND FOR THAT CAPITAL IMPROVEMENT
 09:54:54 PROJECT.
 09:54:56 THIS IS THE AREA THAT WE'VE HAD A LOT OF FLOODING, BACK WHEN
 09:55:02 WE'VE HAD MAJOR EVENTS LIKE IRMA AND THE STORM BEFORE, THAT
 09:55:06 BACKS UP AS MUCH ONTO THREE OAKS PARKWAY.
 09:55:09 ACTUALLY, WE SAW CLOSURES OF THREE OAKS PARKWAY AS A RESULT
 09:55:14 OF BLOCKAGES IN THIS AREA.
 09:55:18 PROPOSED WOULD BE A STORMWATER POND CREATED IN THIS AREA
 09:55:22 THAT WOULD HELP DIVERT FLOODING FROM THE NORTH BRANCH INTO
 09:55:27 THE POND AND THEN REROUTE THE -- THE STORMWATER OVERFLOW
 09:55:32 WOULD BE REROUTED IN A DITCH ON THE NORTH SIDE OF COUNTRY
 09:55:35 CREEK WEST AND THEN DOWN TO THE NORTH BRANCH OF THE RIVER.
 09:55:40 THE REMAINDER OF THE PROPERTY WOULD BE HELD AS KIND OF JUST

 09:55:45 A NATURAL AREA AND NOT DEVELOPED BY THE VILLAGE, ALTHOUGH
 09:55:52 BECAUSE WE DON'T HAVE ANY PLANS AT THIS TIME, THE FUTURE
 09:55:57 COUNCILS MAY COME UP WITH SOME USES FOR THIS PROPERTY AND
 09:56:01 ANY ACTION TO PURCHASE THIS PROPERTY WOULD NOT RESTRICT WHAT

09:56:06 MIGHT BE DONE HERE INTO THE FUTURE.
 09:56:08 BUT THE NUMBER OF POSSIBLE USES HERE IS VERY LIMITED AND
 09:56:13 PROBABLY LENDS ITSELF MOST TO JUST BEING A PRESERVE WITH
 09:56:17 WALKING TRAILS AND SO FORTH.
 09:56:18 THE PURCHASE PRICE IS \$1.2 MILLION.
 09:56:24 WE WOULD UTILIZE \$750,000 THAT WE HAVE IN A LITIGATION
 09:56:30 RESERVE THAT WAS GIVEN TO US AS A RESULT OF US NEGOTIATING A
 09:56:36 SETTLEMENT ON A PREVIOUS LAND USE LITIGATION.
 09:56:39 THE MONEY WAS SET ASIDE FOR PURCHASES OF SENSITIVE PROPERTY.
 09:56:44 THE REMAINING \$450,000 WOULD COME FROM OUR CAPITAL
 09:56:49 IMPROVEMENT PROGRAM, AND THAT'S WELL FUNDED AT THIS POINT
 09:56:54 AND WOULD NOT SPECIFICALLY LIMIT OTHER PROJECTS THAT YOU
 09:56:58 MIGHT HAVE.
 09:56:59 IN ADDITION TO THE 1.25 MILLION PURCHASE PRICE, WE WOULD
 09:57:05 PROPOSE COMING BACK TO THE COUNCIL -- JUST WANT TO LET YOU
 09:57:08 KNOW THAT WE WOULD NEED SOME ADDITIONAL MONEY IN THERE TO DO
 09:57:10 A TREE SURVEY TO SEE ACTUALLY WHAT WE HAVE, MAP IT OUT, AND
 09:57:15 THEN DO SOME INVASIVE TREE REMOVAL AND MAYBE SOME VERY BASIC
 09:57:23 CREATION OF TRAILS AND WHATNOT THROUGH THERE.
 09:57:26 OUR HOPE WOULD BE THAT VOLUNTEERS FROM THOSE ADJOINING
 09:57:30 COMMUNITIES COULD HELP US MAINTAIN THAT SO IT DOESN'T BECOME

 09:57:34 A MAJOR EXPENSE TO THE VILLAGE.
 09:57:37 >>Mayor Errington: THANK YOU.
 09:57:39 OKAY.
 09:57:41 COUNCIL, ANY QUESTIONS?
 09:57:42 JOANNE.
 09:57:43 >>Joanne Ribble: STEVE, REMIND ME IN ADDITION TO THAT
 09:57:48 HUNDRED THOUSAND DOLLARS, THE FLOOD MITIGATION THAT WILL GO
 09:57:52 ALONG WITH THE PURCHASE OF THIS PROPERTY, DO WE ALREADY HAVE
 09:57:55 THAT IN A C.I.P. OR IS THAT AN ADDITIONAL PRICE THAT THEN WE
 09:57:58 WOULD COME BACK?
 09:57:59 >>Steven Sarkozy: THAT WOULD BE AN ADDITIONAL PRICE.
 09:58:01 I BELIEVE IT IS IN THE C.I.P.
 09:58:03 DAVID IS NODDING HIS HEAD BEHIND ME.
 09:58:05 I THINK IT IS.
 09:58:08 I JUST CAN'T REMEMBER WHEN.
 09:58:09 >>Joanne Ribble: OKAY.
 09:58:11 THAT WOULD COME BACK TO US ANYWAY.
 09:58:14 >>Steven Sarkozy: YES, IT WOULD COME BACK TO YOU.
 09:58:16 >>Mayor Errington: ANYONE ELSE ON COUNCIL?
 09:58:17 WE'LL TAKE PUBLIC COMMENT NOW.
 09:58:21 >>Carol Sacco: YES, I HAVE ONE.
 09:58:22 PATTI WHITEHEAD FROM OLD ESTERO.
 09:58:32 >> THANK YOU FOR ALLOWING ME TO SPEAK AGAIN.
 09:58:36 I'M OBVIOUSLY ALL FOR THIS PURCHASE.
 09:58:38 MY ONLY RESERVATION IS THE ISSUE WITH THE DRAINAGE

09:58:42 STRUCTURE, THE POND.
 09:58:45 JUST SEEING HOW RETENTION PONDS BEHAVE IN GATED COMMUNITIES.
 09:58:50 YOU KNOW, THEY DON'T DO A WONDERFUL JOB CLEANING WATER, BUT,
 09:58:54 OF COURSE, THEY HAVE OTHER ASPECTS, IMPACTS IMPOSED UPON
 09:58:59 THEM BECAUSE THERE'S A LOT OF FERTILIZER USAGE, HERBICIDE
 09:59:04 USAGE, PESTICIDE USAGE, RUNOFF OF IMPERVIOUS SURFACES INTO
 09:59:11 THE RETENTION POND.
 09:59:13 THEY ARE USUALLY STRAINED FOR WHAT THEY ARE DESIGNED TO DO.
 09:59:16 YOU KNOW, IT'S ONLY TEN ACRES.
 09:59:18 HOW BIG IS THIS POND GOING TO BE?
 09:59:20 HOW MUCH OF THE GREENSPACE IS GOING TO CUT INTO AND HOW MANY
 09:59:22 TREES IS IT GOING TO ELIMINATE?
 09:59:24 THOSE ARE MY MAIN CONCERNS.
 09:59:26 AS I SAID, I STILL AM OF THE FIRM BELIEF THAT SOMETHING THAT
 09:59:30 YOU WANT TO DO ALONG THOSE LINES TO CAPTURE FLOODWATER AND
 09:59:34 ALSO CLEAN IT BECAUSE IT ENTERS THE ESTERO RIVER COULD BE
 09:59:38 DONE FURTHER WEST ON THE NORTH SIDE OF THE 67-ACRE PROPERTY.
 09:59:41 BUT, YOU KNOW, I'M REALLY PLEASED.
 09:59:47 SO THE POSITIVE SIDE OF MY COMMENT IS I'M REALLY PLEASED
 09:59:50 WE'VE ACHIEVED TODAY AND WE'RE COMING TO A VOTE ON THIS.
 09:59:53 THIS IS FANTASTIC.
 09:59:54 THIS IS MONUMENTAL BECAUSE I REALLY SEE OLD ESTERO TURNING
 09:59:59 INTO A PARK DISTRICT FOR THE ENTIRE VILLAGE WHERE IT WILL BE
 10:00:02 A DESTINATION.
 10:00:03 PEOPLE CAN WALK FROM THAT TEN ACRES TO THE 67 ACRES.

 10:00:07 I MEAN, THERE'S A LOT OF QUAINTESS TO MY NEIGHBORHOOD.
 10:00:10 THERE'S A LOT OF UNIQUENESS.
 10:00:12 THERE'S A LOT OF -- THERE'S MORE ELBOW ROOM.
 10:00:15 THERE ARE NO WALLS.
 10:00:16 THERE ARE NO GATES.
 10:00:17 YOU'RE FREE TO ROAM, AND WE WELCOME OUR NEIGHBORS FROM
 10:00:21 ESTERO FAR AND WIDE TO ENJOY IT.
 10:00:22 THANK YOU.
 10:00:24 >>Mayor Errington: THANK YOU.
 10:00:26 >>Carol Sacco: THAT'S IT FOR PUBLIC COMMENT.
 10:00:28 FOR THE RECORD, WE DID HAVE TWO E-COMMENTS IN FAVOR OF IT.
 10:00:31 THEY WERE SENT OUT TO THE COUNCIL YESTERDAY AFTERNOON.
 10:00:33 >>Mayor Errington: THANK YOU.
 10:00:34 I NEED A MOTION.
 10:00:36 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY
 10:00:41 VICE-MAYOR McLAIN.
 10:00:42 PLEASE CALL THE ROLL.
 10:00:46 >>Jim Wilson: AYE.
 10:00:47 >>Jim Ward: AYE.
 10:00:49 >>Jim Boesch: AYE.
 10:00:50 >>Larry Fiesel: AYE.
 10:00:52 >>Joanne Ribble: AYE.

10:00:53 >>Vice-Mayor McLain: AYE.
 10:00:55 >>Mayor Errington: AYE.
 10:00:57 THANK YOU.

 10:00:59 THAT'S GREAT.
 10:01:00 WE'LL MOVE FORWARD NOW.
 10:01:03 ITEM NUMBER 6C, FIRST ADDENDUM TO PEOPLES GAS SYSTEM,
 10:01:11 INCORPORATED.
 10:01:11 TECO FRANCHISE AGREEMENT.
 10:01:13 STEVE, I TURN IT OVER TO YOU.
 10:01:15 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 10:01:17 THIS ITEM WAS FIRST CONSIDERED BY THE VILLAGE BACK IN JULY
 10:01:21 OF 2021.
 10:01:23 AND YOU PASSED AN ORDINANCE TO IMPLEMENT A UTILITY FEE FOR
 10:01:31 NATURAL GAS AND IT CAME IN THE FORM OF A FRANCHISE AGREEMENT
 10:01:35 WITH PEOPLES GAS SYSTEM.
 10:01:37 THIS ORDINANCE WAS NOT PROPERLY FILED, AND THE VILLAGE
 10:01:45 ATTORNEY HAS ADVISED THAT IN ORDER TO IMPLEMENT THE
 10:01:47 AGREEMENT, WE NEED TO COME BACK AND REAPPROVE THIS ADDENDUM.
 10:01:53 SO IT'S BACK BEFORE YOU.
 10:01:55 IT IS IN THE SAME FORM THAT IT WAS ORIGINALLY, AND THIS TIME
 10:01:58 IT WILL BE FILED AND WILL TAKE EFFECT SO THAT THIS BECOMES A
 10:02:02 REVENUE SOURCE FOR THE VILLAGE.
 10:02:03 >>Mayor Errington: THANK YOU.
 10:02:04 COUNCIL, ANY QUESTIONS?
 10:02:09 >>Vice-Mayor McLain: I HAVE A COMMENT.
 10:02:09 THIS IS A LITTLE BIT OFF OF THE APPROVAL OF THE AGREEMENT,
 10:02:11 WHICH I HAVE NO PROBLEM WITH, BUT OBVIOUSLY PEOPLES GAS IS
 10:02:16 THE ONLY GAS COMPANY WITHIN ESTERO.

 10:02:19 IF EVERYBODY RECALLED OVER THE WEEKEND, WE HAD SOME BIG
 10:02:23 WINDS AND WE HAD SOME POWER OUTAGES IN ESTERO.
 10:02:26 I'M NOT SURE HOW WIDE THAT WAS.
 10:02:27 BUT I CAN SAY THAT IN MY COMMUNITY AND IN MY DISTRICT, WE
 10:02:33 HAD THE POWER OUTAGE.
 10:02:35 WHAT HAPPENED IS WE'RE FORTUNATE THAT SEVERAL OF THESE
 10:02:39 COMMUNITIES ARE WITH NATURAL GAS.
 10:02:44 A GOOD PORTION OF OUR NEIGHBORS HAVE GENERATORS.
 10:02:48 WHAT HAPPENED WAS, THE GENERATORS ALL STARTED UP AT THE SAME
 10:02:52 TIME BECAUSE THE POWER GOES OUT.
 10:02:54 THEY ALL RAN FOR ABOUT A HALF AN HOUR OR SO, AND THEN DUE TO
 10:03:02 LOW PRESSURE FROM PEOPLES GAS, THEY ALL ENDED UP SHUTTING
 10:03:06 DOWN.
 10:03:07 I'VE MADE SOME COMMENTS BACK TO PEOPLES GAS AND THE HOA IS
 10:03:13 WRITING, SO I'M NOT SURE IF IT'S APPROPRIATE FOR THE VILLAGE
 10:03:18 TO MAYBE TALK TO PEOPLES GAS ALSO AND JUST SAY, WE NEED TO
 10:03:22 MAYBE HAVE PRESSURE CHECKS AS TO WHEN THE DEMAND JUMPS LIKE
 10:03:25 THAT WHICH IS GOING TO HAPPEN IN HURRICANES, AND PEOPLE

10:03:29 INVESTED 10 TO 15 THOUSAND DOLLARS TO PROTECT THEIR
 10:03:33 INVESTMENTS, IF THE GAS COMPANY ISN'T SUPPLYING PROPER
 10:03:37 PRESSURE IN THE LINES, WE'RE GOING TO HAVE SOME SIGNIFICANT
 10:03:41 ISSUES.
 10:03:41 SO I JUST ASK MAYBE AS WE BRING THIS BACK TO THEM, THAT WE
 10:03:45 ALSO MAKE A COMMENT ABOUT HOW THEY CAN RECTIFY AND MAYBE
 10:03:49 COME BACK TO US AND SAY WHAT WAS THE ISSUE AND HOW ARE THEY

 10:03:54 ADDRESSING THE SOLUTION TO THAT?
 10:03:57 >>Mayor Errington: THANK YOU.
 10:03:58 ANY OTHER COMMENTS, COUNCIL?
 10:04:01 DO WE HAVE ANY PUBLIC COMMENTS?
 10:04:04 >>Carol Sacco: NO, MAYOR, WE DO NOT.
 10:04:06 AND WE DO NOT HAVE ANY E-COMMENTS.
 10:04:09 >>Mayor Errington: THANK YOU.
 10:04:10 NEED A MOTION TO MOVE FORWARD WITH THIS.
 10:04:12 MOTION MADE BY COUNCIL MEMBER WARD AND SECONDED BY COUNCIL
 10:04:20 MEMBER BOESCH.
 10:04:22 WILL YOU PLEASE CALL THE ROLL.
 10:04:24 >>Joanne Ribble: AYE.
 10:04:25 >>Larry Fiesel: AYE.
 10:04:27 >>Jim Boesch: AYE.
 10:04:28 >>Jim Ward: AYE.
 10:04:30 >>Jim Wilson: AYE.
 10:04:31 >>Vice-Mayor McLain: AYE.
 10:04:33 >>Mayor Errington: AYE.
 10:04:33 ITEM NUMBER 6D.
 10:04:40 I THINK THIS IS THE ONE THAT'S IN THE PACKET.
 10:04:43 >>Carol Sacco: THAT'S IN YOUR DESK PACKET, YES.
 10:04:45 >>Mayor Errington: SANDY LANE AND BROADWAY EAST
 10:04:49 BICYCLE/PEDESTRIAN IMPROVEMENTS DESIGN AND PERMITTING
 10:04:52 SERVICES CONTRACT.
 10:04:54 STEVE, WOULD YOU INTRODUCE THIS FOR US, PLEASE?

 10:04:56 >>Steven Sarkozy: YES.
 10:04:58 COUNCIL MEMBERS, SORRY FOR THE LATE ADD HERE, BUT THIS IS A
 10:05:01 PART OF OUR CAPITAL IMPROVEMENT PROGRAM, AND BETWEEN THE
 10:05:05 TIME THAT THE COUNCIL AGENDA WAS PRINTED AND POSTING, THIS
 10:05:10 CAME FORWARD, SO WE WANTED TO ADD IT TO THE AGENDA BECAUSE
 10:05:14 IT REALLY IS TIME SENSITIVE AND A NICE OPPORTUNITY TO MOVE
 10:05:17 THIS THING FORWARD.
 10:05:19 THIS IS THE CAPITAL IMPROVEMENT PROJECT OF SANDY LANE NORTH
 10:05:25 OF CORKSCREW, VIA COCONUT TURNS INTO SANDY LANE AND THEN
 10:05:30 EAST BROADWAY.
 10:05:32 THE IMPROVEMENT OF THAT CORRIDOR, AND THIS IS ALSO PART OF
 10:05:39 OUR LEGISLATIVE PACKET WHERE WE THINK WE HAVE SOME MONEY
 10:05:44 COMING FORWARD FROM THE STATE.
 10:05:45 SO GETTING THIS MOVING IS VERY HELPFUL.

10:05:48 I'D LIKE TO CALL ON DAVID WILLEMS TO BRIEFLY DESCRIBE THE
 10:05:55 PROJECT AND THE ACTION REQUESTED OF COUNCIL.
 10:06:00 >>David Willems: GOOD MORNING.
 10:06:01 MAYBE PULL UP A LOCATION MAP REAL QUICK.
 10:06:04 SO WHAT WE WANT TO DO HERE IS, COUNCIL PREVIOUSLY APPROVED
 10:06:07 THE RANKINGS OF FIRMS TO DO THE DESIGN AND PERMITTING.
 10:06:11 ATKINS WAS RANKED NUMBER ONE.
 10:06:13 WE WERE ABLE TO WORK WITH THEM ON A SCOPE AND FEE TO
 10:06:16 INCORPORATE BASICALLY THE CONCEPT DESIGN ALL THE WAY THROUGH
 10:06:21 CONSTRUCTION PLANS.
 10:06:21 AS YOU CAN SEE ON THE AGENDA, IT CAME IN BELOW WHAT OUR

 10:06:26 ORIGINAL ESTIMATE WAS.
 10:06:27 THAT INCLUDES A 10% CONTINGENCY.
 10:06:30 SO WHAT THEY ARE GOING TO DO IS WE'RE GOING TO GET THE WHOLE
 10:06:33 CORRIDOR SURVEYED AND THEY ARE GOING TO COME UP WITH A
 10:06:36 CONCEPT OF WHAT CAN FIT WITHIN BOTH CORRIDORS.
 10:06:39 WE SET UP THE CONTRACT SO THAT WE CAN ACTUALLY EXPEDITE THE
 10:06:43 SANDY LANE PORTION OF THE PROJECT, AND THAT IS IN ORDER TO
 10:06:46 MAKE SURE WE MEET SOME OF THE TIME CONSTRAINTS THAT COME
 10:06:50 ALONG WITH THE STATE FUNDING THAT LOOKS LIKE WILL GO FORWARD
 10:06:54 WITH THIS PROJECT.
 10:06:55 ONE OF THE KIND OF CRITICAL AREAS IS OVER THE ESTERO RIVER.
 10:07:01 WE'LL HAVE TO DO A PEDESTRIAN BRIDGE.
 10:07:03 SO THEY ARE GOING TO DO DESIGN THAT AND MAKE SURE THAT IT
 10:07:05 WORKS FROM A FLOODPLAIN STANDPOINT AND EVERYTHING LIKE THAT.
 10:07:09 WHAT WE EXPECT JUST WITH THE RIGHT-OF-WAY CONSTRAINTS, WE
 10:07:12 EXPECT THAT ON SANDY LANE, IT WILL LIKELY BE A MULTIUSE PATH
 10:07:15 ON THE EAST SIDE OF THE ROAD.
 10:07:17 THE REASON FOR THAT IS THAT THERE'S ALREADY ADDITIONAL
 10:07:21 RIGHT-OF-WAY ALONG THE GROVES COMMUNITY THAT'S REALLY SET UP
 10:07:25 FOR A PATH OF SOME SORT.
 10:07:28 ON THE SOUTH SIDE, IT WILL BE A LITTLE BIT CHALLENGING IN
 10:07:31 FRONT OF THE ESTATES ON ESTERO RIVER BECAUSE THERE IS A TURN
 10:07:34 LANE THERE.
 10:07:35 SO WE'LL WORK WITH THE CONSULTANT TO FIGURE OUT WHAT CAN BE
 10:07:37 DONE.

 10:07:37 EITHER SHIFT THE ROAD OVER OR WE MAY LOOK AT WORKING WITH
 10:07:41 FPL TO PUT THE POWER LINES UNDERGROUND, WHICH WILL GIVE US A
 10:07:46 LITTLE MORE ROOM.
 10:07:47 BUT THAT WILL COME BACK TO COUNCIL WITH THE CONCEPTS ONCE WE
 10:07:50 GET THAT.
 10:07:50 WE WANTED TO GET THIS STARTED AS QUICKLY AS WE CAN.
 10:07:52 THAT'S WHY WE PUSHED IT FORWARD.
 10:07:54 WE WERE ABLE TO GET THE CONTRACT FINISHED OVER THE WEEKEND,
 10:07:57 SO THAT'S WHY WE'RE BRINGING IT FORWARD TODAY.
 10:07:59 I CAN ANSWER ANY QUESTIONS ON THE PROJECT.

10:08:05 >>Larry Fiesel: I HAVE A COUPLE.
 10:08:06 THE COLONNADE JUST CAME TO THE DESIGN REVIEW BOARD LAST
 10:08:09 TUESDAY.
 10:08:10 I BELIEVE THEY ADDRESSED THEIR PART OF THE PROPERTY IN
 10:08:12 RELATION TO THIS TRAIL.
 10:08:13 THIS IS ALL COORDINATED WITH THEM.
 10:08:15 >>David Willems: THAT'S CORRECT.
 10:08:19 >>Larry Fiesel: THEY ARE GOING TO PUT THAT PART IN.
 10:08:20 >>David Willems: YES.
 10:08:21 BUT WE DIDN'T PULL IT OUT OF THIS CONTRACT YET BECAUSE I
 10:08:24 WANTED TO MAKE SURE IF SOMETHING HAPPENED WITH THE COLONNADE
 10:08:27 AND FOR SOME REASON THEY DIDN'T GO FORWARD WITH
 10:08:30 CONSTRUCTION, WE WANTED TO MAKE SURE WE COULD MAKE IT A
 10:08:34 CONTINUOUS PROJECT.
 10:08:35 >>Larry Fiesel: BECAUSE THEY HAVE BEEN SIX YEARS IN TALKING.

 10:08:39 >>David Willems: EXACTLY.
 10:08:39 IF COLONNADE DOES IT, WE'LL TAKE IT OUT OF ATKINS AND THEY
 10:08:43 WON'T DO THAT WORK.
 10:08:44 WE WANTED TO MAKE SURE IT WAS IN THERE.
 10:08:46 >>Larry Fiesel: YOU ADDRESSED THIS IN AN E-MAIL TO COUNCIL A
 10:08:49 WHILE BACK, WE'RE DOING THE SEPTIC TO SEWER PLAN DESIGN AND
 10:08:53 PERMITTING, AND I'M HAVING A HARD TIME BRINGING THE TWO
 10:09:00 TOGETHER.
 10:09:00 IF WE PUT THE TRAIL IN NOW, WE DON'T DESTROY IT WHEN WE DO
 10:09:04 THE SEWER.
 10:09:05 HOW IS THAT GOING TO WORK?
 10:09:07 >>David Willems: NO, THAT IS CRITICALLY IMPORTANT, AND THEY
 10:09:09 HAVE ALREADY TALKED.
 10:09:10 TETRA TECH WILL BE DOING THE UTILITIES.
 10:09:13 ATKINS WILL BE DOING THE BIKE/PED.
 10:09:16 THEY ACTUALLY HAVE ALREADY BEEN TALKING EVEN BEFORE THEY
 10:09:18 HAVE THE CONTRACTS TO START COORDINATING AND MAKING SURE
 10:09:21 THAT THEY UNDERSTAND WHAT THE OTHER IS THINKING.
 10:09:25 THEY WILL NOT BE BUILT WITH A CONFLICT.
 10:09:28 SO, FOR EXAMPLE, IF THE UTILITY SAYS THAT THERE NEEDS TO BE
 10:09:32 A GRAVITY SEWER LINE DOWN THE MIDDLE OF SANDY LANE AND WE'RE
 10:09:36 DOING WORK ON SANDY LANE WITH THE BIKE/PED, THAT UTILITY
 10:09:39 WILL GO IN WITH THE BIKE/PED.
 10:09:43 WE'LL MAKE SURE THAT IT'S COORDINATED.
 10:09:45 >>Larry Fiesel: I'VE SEEN TOO MANY PROJECTS IN MY LIFE WHERE

 10:09:48 THEY PUT IN A REALLY NICE, SMOOTH HIGHWAY AND THEN ONCE IT'S
 10:09:51 IN, THEY COME BACK AND DIG IT UP BECAUSE THE UTILITY FORGOT
 10:09:55 TO PUT SOMETHING IN.
 10:09:56 >>David Willems: WE'RE DOING THE SAME THING ON RIVER RANCH
 10:09:59 ROADS.
 10:10:00 WE'RE DOING THE IMPROVEMENTS TO HELP WITH THE BIKE/PED AND

10:10:03 THE SCHOOL.
 10:10:04 THAT AREA, PARTS ARE ON SEPTIC AND WELL.
 10:10:06 THE DESIGN INCLUDES THE FORCE -- THE GRAVITY SEWER DOWN THE
 10:10:10 MIDDLE OF THE ROAD SO WE DON'T HAVE TO TEAR IT UP FIVE YEARS
 10:10:13 FROM NOW OR WHENEVER WE WANT TO PUT SEWER THROUGH THERE.
 10:10:18 >>Vice-Mayor McLain: ON THE BRIDGE OVER THE RIVER THERE,
 10:10:21 WE'RE PAVING THAT LIKE TODAY --
 10:10:25 >>David Willems: TODAY.
 10:10:26 THEY ARE OUT THERE RIGHT NOW.
 10:10:27 >>Vice-Mayor McLain: THAT WILL BE IMPROVED AT THAT POINT AND
 10:10:29 WON'T HAVE TO REDO IT AGAIN WITH THIS PROJECT?
 10:10:32 >>David Willems: NO.
 10:10:33 THIS PROJECT IS NOT EXPECTING TO HAVE ANYTHING TO DO WITH
 10:10:35 THE BRIDGE ITSELF.
 10:10:36 THE CONSULTANTS THAT EVEN BID ON THIS ORIGINALLY, BECAUSE OF
 10:10:41 THE AGE OF THE BRIDGE, IT DOESN'T MAKE SENSE FINANCIALLY TO
 10:10:44 ADD ADDITIONAL TO IT, BECAUSE IT'S STILL GOT SERVICE LIFE,
 10:10:49 BUT MAYBE IT'S 20, 30 YEARS, NOT THE TYPICAL 50 THAT WOULD
 10:10:52 BE FOR A BRIDGE.

 10:10:55 >>Vice-Mayor McLain: HAVEN'T WE APPROVED RECENTLY SOME
 10:10:56 IMPROVEMENTS TO THE BRIDGE STANCHIONS OR SOMETHING?
 10:11:01 >>David Willems: YEAH, THAT'S PART OF WHAT'S GOING ON OUT
 10:11:05 THERE.
 10:11:06 I WOULDN'T RECOMMEND DRIVING SANDY LANE TODAY.
 10:11:09 THEY HAVE THE BRIDGE TORN UP PRETTY GOOD.
 10:11:10 THEY ARE RESURFACING IT BECAUSE OF SOME SURFACE CRACKING AND
 10:11:15 THEN SOME WATER ISSUES.
 10:11:17 SO THEY BASICALLY TOOK ALL THE ASPHALT OFF THE BRIDGE AND
 10:11:21 THEY WILL PUT A MEMBRANE UNDERNEATH IT AND THEN PUT THE
 10:11:24 ASPHALT BACK.
 10:11:24 THEY ARE DOING THAT ALL TODAY.
 10:11:26 THEN UNDERNEATH THE BRIDGE IT'S PART OF THE SAME PROJECT.
 10:11:29 THEY REINSTALLED RIPRAP AROUND THE ABUTMENTS JUST TO MAKE
 10:11:33 SURE THERE'S NO EROSION.
 10:11:34 THERE WERE NO IMMINENT ISSUES, BUT IT'S JUST TO MAKE SURE
 10:11:38 THERE ARE NOT ISSUES GOING FORWARD.
 10:11:41 >>Mayor Errington: OTHER COMMENTS?
 10:11:42 I HAVE A COUPLE OF QUESTIONS.
 10:11:44 THE SIDEWALK, WILL THAT BE DEALT WITH LATER FROM CORKSCREW
 10:11:50 DOWN TO THE PARK, ESTERO ON THE RIVER?
 10:11:54 >>David Willems: YES.
 10:11:54 SO THAT IS PART OF WHAT INSIGHT IS WORKING WITH US ON THE
 10:11:59 FENCE AND ALL THAT WORK THROUGH THERE IS TO COME UP WITH AN
 10:12:03 IDEA OF WHAT COULD GO ALONG CORKSCREW ROAD.

 10:12:06 AS YOU KNOW, THAT'S A COUNTY ROAD.
 10:12:08 SO WE CAN COME UP WITH AN IDEA AND START WORKING WITH THE

10:12:11 COUNTY TO FIGURE OUT HOW TO GET THAT INCORPORATED.
 10:12:14 ONCE WE HAVE A NICE TRAIL AND THE FENCE AND EVERYTHING UP
 10:12:17 ALONG THE PROPERTY ON THE SOUTH SIDE OF THE RIVER, WE'RE
 10:12:20 GOING TO WANT RESIDENTS TO BE ABLE TO GET THERE.
 10:12:23 IT'S NOT IDEAL TO HAVE TO HAVE PEOPLE DRIVE TO GO USE A
 10:12:26 PATH.
 10:12:27 >>Mayor Errington: THE OTHER QUESTION I HAVE -- I HAVE TWO.
 10:12:32 I NOTICED IN HERE, YOU DO HAVE LIGHTING PLAN FOR THAT.
 10:12:38 >>David Willems: YES.
 10:12:39 >>Mayor Errington: THE OTHER, THE LANDSCAPING, ARE YOU GOING
 10:12:42 TO USE TOP-NOTCH LANDSCAPING LIKE WITH BRUCE HOWARD ON THAT
 10:12:46 STRETCH OF ROAD?
 10:12:48 LIKE THE PLANS THROUGHOUT ALL OF ESTERO --
 10:12:51 >>David Willems: IT WOULD BE SIMILAR.
 10:12:52 THERE ARE CHALLENGES ALONG THAT ROAD IN THAT THERE IS A WIDE
 10:12:56 DITCH.
 10:12:57 ON SANDY LANE, YOU HAVE THE ROAD.
 10:12:58 ON THE WEST SIDE OF THE ROAD, THERE REALLY ISN'T A WHOLE LOT
 10:13:01 OF ROOM.
 10:13:02 IT'S A LOT OF RESIDENTIAL, SINGLE-FAMILY RESIDENTIAL.
 10:13:05 ON THE EAST SIDE, THERE IS A DITCH AND THEN THERE IS A POWER
 10:13:08 LINE.
 10:13:08 SO WE'LL BE CONSTRAINED, BUT, YEAH, THERE WILL BE

 10:13:11 LANDSCAPING.
 10:13:12 WITH THE DITCH IT MIGHT LOOK MORE LIKE WHAT ESTERO PARKWAY
 10:13:16 IS, PLANTING THE DITCH INSTEAD OF IT JUST BEING SOD.
 10:13:20 >>Mayor Errington: THE SIDEWALKS WILL BE IN AND OUT WEAVING,
 10:13:24 LIKE ON ESTERO PARKWAY.
 10:13:26 >>David Willems: YES, ABSOLUTELY.
 10:13:29 >>Mayor Errington: SOUNDS GOOD.
 10:13:30 ANY OTHER COMMENTS?
 10:13:32 THANK YOU, DAVID.
 10:13:34 DO WE HAVE ANY PUBLIC?
 10:13:38 >>Carol Sacco: NO, MAYOR, AND NO E-COMMENTS.
 10:13:40 >>Mayor Errington: NO E-COMMENTS.
 10:13:42 I NEED A MOTION.
 10:13:43 MOTION MADE BY COUNCIL MEMBER FIESEL.
 10:13:48 SECONDED BY VICE-MAYOR McLAIN.
 10:13:51 PLEASE CALL THE ROLL, PLEASE.
 10:13:54 >>Jim Wilson: AYE.
 10:13:56 >>Jim Ward: AYE.
 10:13:58 >>Jim Boesch: AYE.
 10:13:59 >>Larry Fiesel: AYE.
 10:14:01 >>Joanne Ribble: AYE.
 10:14:02 >>Vice-Mayor McLain: AYE.
 10:14:03 >>Mayor Errington: AYE.
 10:14:07 ITEM NUMBER 7, PUBLIC COMMENT ON NON-AGENDA ITEMS.

10:14:11 >>Carol Sacco: MAYOR, WE HAVE NONE.

10:14:16 >>Mayor Errington: WE ARE DOWN TO ITEM NUMBER 8, COUNCIL
10:14:20 COMMUNICATIONS.
10:14:21 LET'S START TODAY WITH COUNCIL MEMBER RIBBLE.
10:14:24 DO YOU HAVE ANYTHING TO COMMENT, TALK ABOUT, SHARE WITH US
10:14:28 OR ANYTHING?
10:14:31 >>Joanne Ribble: ACTUALLY, SAD NOTE.
10:14:33 I JUST GOT A PUSH ON MY PHONE, FOR ALL OF YOU THAT HAVE BEEN
10:14:36 HERE A LONG, LONG TIME MIGHT REMEMBER THE FOUNDER OF THE
10:14:40 ESTERO CHAMBER OF COMMERCE, GENE MONTENIERI PASSED AWAY LAST
10:14:46 NIGHT.
10:14:46 I KNOW A LOT OF YOU KNEW HIM AND WORKED WITH HIM.
10:14:49 >>Mayor Errington: THANK YOU FOR SHARING THAT.
10:14:51 >>Joanne Ribble: THAT'S ALL I HAVE.
10:14:55 >>Mayor Errington: COUNCIL MEMBER FIESEL.
10:14:57 >>Larry Fiesel: I HAVE NOTHING OTHER THAN JUST PUBLICLY
10:15:00 ACKNOWLEDGE THE EFFORT THAT WAS PUT INTO THE 7th
10:15:04 ANNIVERSARY CELEBRATION A COUPLE OF WEEKS AGO THAT JON
10:15:09 WORKED, CAROL, STEVE, AND ALL THOSE THAT PUT TIME IN.
10:15:14 I THOUGHT THE EVENT WENT VERY WELL.
10:15:16 IT WAS INTERESTING HOW THE RAIN KIND OF CAME OUT OF NOWHERE
10:15:19 A COUPLE OF TIMES AND APPROPRIATELY SO, WE WERE GIVING OUT
10:15:24 UMBRELLAS.
10:15:24 >>Mayor Errington: THAT'S RIGHT.
10:15:25 [LAUGHTER]
10:15:26 >>Larry Fiesel: THANK EVERYBODY THAT PUT THE EFFORT IN TO

10:15:28 MAKE THAT I THOUGHT A SUCCESSFUL DAY.
10:15:30 >>Mayor Errington: THANK YOU.
10:15:32 VICE-MAYOR.
10:15:33 >>Vice-Mayor McLain: YEAH, I JUST WANT TO ALSO TALK ABOUT
10:15:35 7th ANNIVERSARY.
10:15:36 I THINK IT WAS A GREAT EVENT AND I WANT TO JUST THANK
10:15:40 EVERYBODY THAT DID ATTEND AND THOSE THAT HELPED US PUT THIS
10:15:44 THING TOGETHER.
10:15:46 I GUESS CAROL MUST BE A SOOTHSAYER BECAUSE SHE SAID WE NEED
10:15:51 TO GET UMBRELLAS.
10:15:52 I GUESS MAYBE WE NEED THEM JUST A LITTLE BIT.
10:15:54 THAT'S GOOD THINKING.
10:15:56 JUST TALKING ABOUT A COUPLE OF OTHER THINGS GOING ON IN
10:15:58 ESTERO.
10:15:59 WE'VE GOT A LOT REALLY GOING ON.
10:16:01 WE HAVE A GALA AT GRANDEZZA, WHICH IS GOING TO BE MARCH
10:16:05 31st.
10:16:07 AND THAT'S TALKING ABOUT THE ESTERO EVER FOUNDATION, WHICH
10:16:12 IS AN IMPORTANT INSTITUTION, WHICH JIM BOESCH WAS INVOLVED
10:16:18 IN ESTABLISHING.

10:16:20 AND IT'S GOT GREAT OPPORTUNITIES, I THINK, FOR RAISING MONEY
 10:16:24 FOR THE VILLAGE OF ESTERO FOR FUTURE PROJECTS, LIKE THEATER
 10:16:27 AND OTHER KIND OF ITEMS.
 10:16:29 SO IT'S AN IMPORTANT EVENT.
 10:16:31 THE EVENT IS GOING TO BE ON THURSDAY, MARCH 31st FROM 6:30

 10:16:35 TO 9:30.
 10:16:37 AND WE'RE GOING TO HAVE THE SAME ENTERTAINMENT.
 10:16:40 BILLY DEAN AND DAWN THAT WERE AT THE 7th ANNIVERSARY, AND
 10:16:43 THEY ARE A HIT.
 10:16:44 I THINK THEY REALLY HELPED THE 7th ANNIVERSARY BECOME MORE
 10:16:48 POPULATED BECAUSE PEOPLE FOLLOW THEM PRETTY WELL.
 10:16:51 TICKETS ARE AVAILABLE ON THE ESTERO FOREVER FOUNDATION.
 10:16:55 ARE THEY --
 10:16:58 >>Carol Sacco: \$85.
 10:17:00 >>Vice-Mayor McLain: \$85 PER PERSON.
 10:17:02 I HOPE PEOPLE WILL ATTEND THAT.
 10:17:05 IT SHOULD BE A GREAT EVENT.
 10:17:07 THERE IS ANOTHER EVENT THAT WE TALKED ABOUT A LITTLE BIT
 10:17:10 AGO.
 10:17:10 ESTERO FEST, WHICH IS BEING PUT ON BY THE CHAMBER OF
 10:17:12 COMMERCE, FEATURING OUR OWN BEN ALLEN BAND.
 10:17:17 AND THAT EVENT IS GOING TO BE BOTH FREE OR IF YOU WANT TO
 10:17:22 SIT CLOSER TO THE STAGE AND REALLY SEE BEN AND HIS GROUP UP
 10:17:26 CLOSE, TICKETS ARE AVAILABLE IN VIP SEATING FOR \$50 APIECE.
 10:17:30 AND YOU CAN GO -- YOU GO TO THE CHAMBER OF COMMERCE, I
 10:17:33 THINK, TO BUY THAT.
 10:17:34 THAT'S GOING TO BE APRIL 2nd FROM 11 A.M. UNTIL 5 P.M.
 10:17:38 DID I GET THAT ALL RIGHT?
 10:17:42 HOPEFULLY WE GET A LOT OF ATTENDANCE, BECAUSE I THINK IT'S
 10:17:46 REALLY IMPORTANT FOR ESTERO TO GET US OUT OF THE HOAs AND

 10:17:51 THESE ARE NICE EVENTS.
 10:17:52 7th ANNIVERSARY, GALA AT GRANDEZZA AND THEN BEN ALLEN,
 10:17:56 THAT'S SOME NEAT THINGS FOR US TO ALL GET TOGETHER AS A
 10:17:59 COMMUNITY.
 10:18:00 I HOPE EVERYBODY WILL SHOW UP.
 10:18:01 THAT'S ALL I HAVE.
 10:18:03 >>Mayor Errington: THANK YOU.
 10:18:04 COUNCIL MEMBER BOESCH.
 10:18:04 >>Jim Boesch: I TOO WOULD LIKE TO COMPLIMENT YOU, JON, ON
 10:18:09 THE EVENT LAST SATURDAY.
 10:18:13 I REALLY FEEL A LITTLE BIT SAD ABOUT GO THROUGH ALL THAT
 10:18:20 WORK AND ONLY A FEW PEOPLE SHOW UP.
 10:18:23 I WOULD SAY 50% OF OUR POPULATION IS DIRECTED BY THE WORD
 10:18:31 "FREE."
 10:18:32 JUST A MYSTERY.
 10:18:36 IT WAS A BEAUTIFUL DAY.

10:18:40 I APOLOGIZE FOR THOSE PEOPLE, JON, BECAUSE YOU WENT THROUGH
 10:18:43 A LOT OF WORK.
 10:18:44 PUT ON A VERY NICE EVENT, AND I THANK YOU FOR GOING THROUGH
 10:18:50 ALL THAT WORK.
 10:18:51 >>Mayor Errington: THANK YOU.
 10:18:52 COUNCIL MEMBER WARD.
 10:18:53 >>Jim Ward: I WILL FOLLOW UP ON IT.
 10:18:55 IT WAS A VERY NICE EVENT.
 10:18:57 I COMPLIMENTED CAROL AND I COMPLIMENTED JON ON THE WORK THAT

 10:19:01 THEY DID TO GET THAT TO THE POINT THAT IT WAS AT.
 10:19:05 IT WAS EXTREMELY WELL DONE.
 10:19:07 WITH RESPECT TO WHAT WE COVERED TODAY, WE COVERED TWO
 10:19:09 PROJECTS THAT I MENTIONED ARE TOP OF MIND TO THE PEOPLE I
 10:19:14 TALK.
 10:19:15 BIKES ARE VERY IMPORTANT WITHIN OUR COMMUNITY.
 10:19:17 YOU CAN'T GO OUT ON ANY GIVEN DAY WITHOUT SEEING ANY NUMBER
 10:19:20 OF GROUPS OF BICYCLISTS RIDING UP AND DOWN THREE OAKS OR ANY
 10:19:25 OF THE ROADWAYS.
 10:19:26 I DO APPRECIATE WHAT WE DO.
 10:19:28 SECOND IS THE ESTERO ON THE RIVER.
 10:19:30 THAT IS REALLY TOP OF MIND.
 10:19:33 [INAUDIBLE] THANK YOU FOR EVERYTHING WE DID TODAY.
 10:19:38 >>Mayor Errington: THANK YOU.
 10:19:39 COUNCIL MEMBER WILSON.
 10:19:40 >>Jim Wilson: YES.
 10:19:42 THE COUNCIL HAS BEEN OFTEN CRITICIZED FOR OVERBUILDING THE
 10:19:48 VILLAGE.
 10:19:49 I THINK TODAY WE TOOK TWO STEPS TO SHOW THAT THAT IS NOT THE
 10:19:52 DIRECTION THAT WE WANT TO TAKE BY FORWARDING THE REZONING
 10:19:59 REQUEST FOR THE 30 SOME ACRES ON THE SOUTH SIDE OF THE RIVER
 10:20:03 AND THE ACTUAL PURCHASE OF THE RIVER OAKS.
 10:20:12 UNFORTUNATELY, WE SEE IT ON NEXT-DOOR NEIGHBOR AND OTHER
 10:20:17 PLACES WHERE PEOPLE ARE CRITICIZING US FOR ACTIONS THAT WERE
 10:20:21 TAKEN IN THE PERIOD BEFORE WE WERE ABLE TO INCORPORATE AND

 10:20:24 HAVE OUR OWN PLAN.
 10:20:26 SO WE ARE NOT THE ONLY BUILDERS.
 10:20:30 IT WAS THE COUNTY.
 10:20:31 WE CONTINUE TO SAY THAT, BUT PEOPLE DON'T LISTEN.
 10:20:34 ANYWAY, WE'RE ON THE MOVE.
 10:20:36 WE'RE TRYING TO -- [INAUDIBLE] [STATIC]
 10:20:42 >>Mayor Errington: I, TOO, AM VERY EXCITED ABOUT TODAY.
 10:20:45 I THINK ABOUT WHENEVER I GOT ON COUNCIL AND TO THINK THAT ON
 10:20:51 THE SAME DAY WE WOULD VOTE FOR THE RIVER OAKS PROPERTY AND
 10:20:57 ALSO TO HAVE THE ESTERO ON THE RIVER PROPERTY REZONED IS
 10:21:02 MONUMENTAL.
 10:21:04 I JUST THINK THAT'S THE APEX RIGHT THERE OF WHAT THIS

10:21:08 COUNCIL HAS BEEN WORKING FOR.
 10:21:11 WE'VE DONE SO MANY THINGS, BUT TO PUT THIS AND ALSO WITH
 10:21:15 WHAT'S COMING UP IN OUR WORKSHOP NEXT, BUT THIS IS EXCITING.
 10:21:22 AND IF IT DOESN'T EXCITE YOU, I'M NOT SURE WHAT WILL.
 10:21:27 BUT IT'S VERY, VERY EXCITING FOR THE COUNCIL AND FOR ESTERO
 10:21:30 FOR THIS TO BE HAPPENING.
 10:21:32 IT'S VERY INTERESTING HOW THEY COME TOGETHER ON THE SAME
 10:21:35 DAY.
 10:21:35 IT'S LIKE A DOUBLE WHAMMY.
 10:21:38 THANK YOU.
 10:21:38 THE 7th ANNIVERSARY WAS TREMENDOUS.
 10:21:42 THANK YOU, JON, CAROL, ALL THE STAFF.
 10:21:46 STEVE, WAS HE HAULING WATER AROUND, TOO?

 10:21:50 >>Carol Sacco: HE WAS.
 10:21:50 >>Mayor Errington: OKAY.
 10:21:51 THANK YOU, THANK YOU.
 10:21:52 APPRECIATE EVERYTHING THAT EVERYBODY DID TO MAKE IT GO OVER
 10:21:56 SO WELL.
 10:21:57 DAVID WILLEMS AND I DID A DOG-AND-PONY SHOW LAST WEEK.
 10:22:04 WE WENT TO PELICAN SOUND AND WE PRESENTED.
 10:22:07 THAT WAS FUN.
 10:22:08 ENJOYED IT.
 10:22:09 PEOPLE WERE VERY, VERY NICE THERE.
 10:22:10 AND THEN AGAIN ON THURSDAY -- WEDNESDAY, WE WERE, LIKE YOU
 10:22:15 SAID, AT THE GREATER ESTERO LUNCH, AND WE DID THAT.
 10:22:18 DAVID, HIS SPEAKING SKILLS ARE JUST -- THEY GO SKY HIGH NOW.
 10:22:25 MY HUSBAND EVEN SAID, YOU ARE REALLY POLISHED, DAVID, AND
 10:22:30 THAT'S A REAL COMPLIMENT.
 10:22:31 THAT'S GOOD.
 10:22:32 YOU REPRESENTED US VERY, VERY WELL.
 10:22:35 ON THURSDAY, STEVE AND DAVID AND I MET WITH DISTRICT ONE
 10:22:42 F.D.O.T. SECRETARY AND HIS AREA AS SECRETARY, AND WE HAD
 10:22:49 SOME GOOD DISCUSSIONS ABOUT THE TREES IN ESTERO.
 10:22:52 IT LOOKS LIKE WE'RE GOING TO BE ALLOWED TO HAVE SOME TREES
 10:22:58 IN THE MEDIAN.
 10:22:59 THAT WAS EXCITING.
 10:22:59 IT WAS A NICE FOLLOW-UP WITH THAT.
 10:23:01 STEVE AND I MET THURSDAY WITH A TEAM OF MIROMAR OUTLETS AND

 10:23:06 THAT WAS GOOD.
 10:23:07 THAT WAS A GOOD MEETING.
 10:23:08 WITH THAT, I'M GOING TO GO TO THE VILLAGE ATTORNEY.
 10:23:16 >>Burt Saunders: NOTHING TO ADD THIS MORNING.
 10:23:17 >>Mayor Errington: THANK YOU, BURT.
 10:23:18 STEVE?
 10:23:19 >>Steven Sarkozy: JUST AS A CLARIFICATION, ON THE EVENT AT
 10:23:28 THE PARK OVER THE WEEKEND, AND TO CLARIFY, AND I APPRECIATE

10:23:32 PEOPLE LOOKING AT ME AND COMPLIMENTING THE STAFF THROUGH ME,
 10:23:37 BUT THERE WERE A LOT OF STAFF PEOPLE THERE, NOT ONLY IN
 10:23:40 PERSON, BUT ALSO WITH THEIR FAMILIES HELPING OUT AS
 10:23:46 VOLUNTEERS.
 10:23:47 I DID VERY, VERY LITTLE.
 10:23:48 BUT DAVID WAS THERE WITH HIS DAUGHTER.
 10:23:51 CHRIS PHILLIPS WAS THERE WITH HIS WIFE AND SON.
 10:23:55 CARLA WAS THERE.
 10:23:57 CAROL WAS THERE, OF COURSE.
 10:23:58 AND I HAD A PRIOR COMMITMENT.
 10:24:03 I COULDN'T REALLY BE AROUND AND DO MUCH IN TERMS OF HELPING
 10:24:07 OUT.
 10:24:07 BUT IT WAS A GREAT EFFORT BY ALL OF STAFF HELPING OUT.
 10:24:10 SO THAT'S VERY MUCH APPRECIATED.
 10:24:12 JUST AS A PUBLIC THANK YOU.
 10:24:16 I MAY HAVE MISSED SOMEBODY.
 10:24:17 >>Carol Sacco: I WANT TO ADD, FRANK AND TAMMY, OUR WHOLE

 10:24:21 TEAM HELPED.
 10:24:23 IT WAS A WONDERFUL EVENT.
 10:24:24 WE HAD EVERYONE HELPING AND WE REALLY APPRECIATE IT.
 10:24:26 >>Mayor Errington: YOU COULD TELL.
 10:24:28 IT WAS QUITE OBVIOUS.
 10:24:30 THANK YOU.
 10:24:30 IS THAT IT?
 10:24:33 >>Steven Sarkozy: THAT'S IT.
 10:24:34 >>Mayor Errington: OKAY.
 10:24:34 LET'S NOT TAKE A FULL BREAK.
 10:24:36 LET'S STAND UP FOR A FEW MINUTES.
 10:24:39 IT'S ONLY 10:25.
 10:24:42 JUST STAND.
 10:24:45 WE CAN MOVE ON.
 10:24:49 [BREAK]
 10:29:22 >>Mayor Errington: OKAY.
 10:29:22 WE ADJOURN THE REGULAR SESSION AND NOW WE WILL RECONVENE IN
 10:29:27 THE WORKSHOP ITEMS.
 10:29:28 ITEM NUMBER 11A.
 10:29:34 EARLY RETIREMENT OF THE \$20 MILLION NOTE.
 10:29:38 IT RELATES TO THE 2019 DEBT.
 10:29:43 STEVE AND CHRIS, I THINK, ARE GOING TO DO THIS.
 10:29:49 >>Steven Sarkozy: WELL, I'M GLAD WE PACKED THE AUDIENCE FOR
 10:29:51 A BIG, BIG ISSUE, BUT THIS IS --
 10:29:54 >>Mayor Errington: I KNOW.

 10:29:55 >>Steven Sarkozy: NOT MANY PEOPLE ARE HERE, BUT THIS IS
 10:29:57 REALLY A SIGNIFICANT EVENT HERE.
 10:29:58 I MENTIONED PREVIOUSLY WHEN WE TALKED ABOUT THE REZONING OF
 10:30:05 THE SOUTH 30 ACRES AT THE CORNER OF CORKSCREW AND U.S. 41

10:30:10 THAT THIS WAS REALLY A MONUMENTAL DECISION BY THE COUNCIL AT
 10:30:15 THE TIME TO PURCHASE THIS PROPERTY.
 10:30:17 FOR A SMALL COMMUNITY WITH AN \$8.5 MILLION BUDGET, OPERATING
 10:30:27 BUDGET, BUYING A PARCEL OF PROPERTY FOR \$24.5 MILLION, THAT
 10:30:33 WAS A VERY BOLD MOVE.
 10:30:37 IT WAS SUPPORTED BY THE COMMUNITY, OF COURSE, AND IT WAS A
 10:30:40 UNANIMOUS VOTE BY THE VILLAGE COUNCIL.
 10:30:42 YOUR ACTION EARLIER TODAY TO INITIATE A REZONING, AGAIN,
 10:30:48 UNANIMOUS, IT'S PART OF THE PARK PLAN, BUT ALSO THIS
 10:30:53 PROPERTY REPRESENTS A VERY EXPENSIVE PARCEL, AND TO ALLAY
 10:31:00 THE COMMUNITY'S FEARS THAT WE'RE BUYING EXPENSIVE LAND AND
 10:31:04 THEN PRESERVING IT, THIS ACTION TODAY, WHICH WE'RE
 10:31:10 SUGGESTING THAT WE MOVE FORWARD WITH PAYING OFF ALL OF THE
 10:31:15 DEBT IS REALLY SIGNIFICANT.
 10:31:16 THE REASONS TO PAY OFF THE DEBT IS, NUMBER ONE, THAT WE CAN
 10:31:20 SAVE A LOT OF MONEY ON INTEREST COSTS.
 10:31:24 WE'RE PAYING ABOUT 4% INTEREST, AND THERE'S NO REASON TO DO
 10:31:30 THAT WHEN WE HAVE A GREAT BALANCE SHEET AND THE ABILITY TO
 10:31:37 PAY IT OFF.
 10:31:37 THE SECOND REASON IS THAT IF WE'RE GOING TO MAKE THIS INTO A
 10:31:41 PARK, A PORTION OF IT, THE MOST EXPENSIVE PORTION ON THE

 10:31:44 SOUTH SIDE, WE ARE SAYING THAT THERE IS NO ECONOMIC RECOVERY
 10:31:48 ON THAT PROPERTY.
 10:31:50 AND RATHER THAN BURDEN FUTURE GENERATIONS, THIS IS ONE WAY
 10:31:54 TO GO.
 10:31:57 SO FOR A LOT OF GOOD REASONS, WE'RE SUGGESTING TODAY THAT WE
 10:32:02 BEGIN THE PROCESS OF PAYING OFF THIS DEBT.
 10:32:06 I'VE GOT CHRIS PHILLIPS, OUR FINANCE DIRECTOR HERE WITH US
 10:32:11 TO TALK ABOUT THIS ISSUE.
 10:32:15 AND WE HAVE TWO PARTS.
 10:32:16 ONE IS THE PAYOFF OF THE DEBT AND THEN ALSO TO PROVIDE FOR
 10:32:25 BOTH A HEALTHY RENEWAL OR REBIDDING OF OUR BANKING SERVICES
 10:32:31 AND ALSO TO INCLUDE A LINE OF CREDIT IN THE NEXT CONTRACT
 10:32:35 FOR BANKING SERVICES TO GIVE US FINANCIAL FLEXIBILITY.
 10:32:39 THAT'S THE SECOND PIECE THAT WE'D LIKE TO TALK ABOUT.
 10:32:44 THIS NOTE TO PURCHASE THE PROPERTY WAS ISSUED IN JANUARY OF
 10:32:48 2019.
 10:32:53 THE \$20 MILLION BOND WAS TO PURCHASE THE ENTIRE 62.5 ACRES.
 10:33:03 THE TOTAL PRICE THAT WE PAID WAS \$24,562,500.
 10:33:11 WE PAID CASH FOR A PORTION OF IT UP FRONT AND THEN BONDED
 10:33:17 THE REST.
 10:33:18 THE OUTSTANDING PRINCIPAL THAT WE HAVE TO PAY IS JUST OVER
 10:33:21 17.9 MILLION.
 10:33:22 OUR ANNUAL DEBT SERVICE THAT WE'RE CURRENTLY PAYING IS OVER
 10:33:28 1.4 MILLION.
 10:33:30 OF COURSE, IF WE PAY OFF THE DEBT, WE WOULD NOT HAVE TO PAY

10:33:33 THAT EVERY YEAR.
 10:33:35 WE'LL HAVE THAT RETAINED IN OUR GENERAL FUND RESERVE.
 10:33:39 THE TOTAL INTEREST THAT WE WOULD OWE UNTIL THE MATURITY OF
 10:33:46 THE BOND IN 2029 IS OVER 4.5 MILLION.
 10:33:50 SO WE WOULD SAVE THAT AMOUNT OF MONEY BY PAYING OFF THIS
 10:33:55 DEBT EARLY.
 10:33:56 I WOULD NOTE THAT THE WAY THIS WAS STRUCTURED ORIGINALLY, IT
 10:34:03 WAS INTENDED -- WE AMORTIZED IT OVER 20 YEARS, BUT WE HAD A
 10:34:08 BALLOON PAYMENT IN 2029.
 10:34:11 AND WHAT WE'VE BEEN DOING IS SETTING MONEY ASIDE EACH YEAR
 10:34:17 FOR THE PURPOSE OF PAYING OFF THIS IN 2029.
 10:34:21 SO WE HAVE A DEBT RESERVE FUND SET UP THAT IS SYSTEMATICALLY
 10:34:29 EVERY YEAR PUTTING MONEY TOWARDS THIS.
 10:34:33 SO THAT'S GOOD NEWS.
 10:34:35 THAT'S A VERY HEALTHY WAY TO FINANCE THIS.
 10:34:37 BUT WE WON'T HAVE TO SET THAT ASIDE ANYMORE BECAUSE WE'LL
 10:34:41 USE THE CURRENT AMOUNT FROM THAT FUND TO PAY THIS OFF AND
 10:34:44 THEN NOT HAVE TO CAPITALIZE THAT ACCOUNT EVERY YEAR WITH A
 10:34:48 BUDGET APPROPRIATION.
 10:34:49 IMPORTANTLY, WE HAVE NO FEES.
 10:34:56 THE WAY THIS WAS STRUCTURED, THE BOND ALLOWS THE VILLAGE TO
 10:34:59 PAY THIS OFF AS LONG AS WE'RE USING GENERAL FUND MONIES, AND
 10:35:02 THAT'S THE INTENT.
 10:35:04 THE PAYOFF WOULD COME FROM THREE SEPARATE SOURCES.
 10:35:08 AS YOU CAN SEE, ONE IS THE DEBT REDUCTION RESERVE THAT I

 10:35:10 JUST MENTIONED THAT CURRENTLY IS CAPITALIZED AT 7.5 MILLION.
 10:35:15 WE'RE PROPOSING ALSO TO SPEND DOWN A PORTION OF OUR GENERAL
 10:35:20 FUND RESERVE.
 10:35:22 THE COUNCIL HAS ESTABLISHED A RESERVE THAT IS AT 12 MONTHS
 10:35:27 OF ANNUAL OPERATING REVENUE.
 10:35:30 SO THAT'S A VERY HEALTHY RESERVE, PROBABLY MORE -- NOT
 10:35:36 PROBABLY -- IT IS MORE THAN WHAT WE REALLY NEED.
 10:35:39 IF YOU'LL RECALL, AND FOR THOSE THAT WEREN'T ON THE COUNCIL,
 10:35:44 WHEN WE SET UP THIS RESERVE, THE IDEA IS THAT IF WE EVER HAD
 10:35:47 THE HURRICANE, WE WANTED TO MAKE SURE THAT WE HAD MONEY SET
 10:35:50 ASIDE TO COVER ANY COSTS, IRREGARDLESS OF THIS COMMUNITY'S
 10:35:57 FINANCIAL CONDITION.
 10:35:58 WELL, WE SET THIS UP AND THEN FOUR YEARS LATER WE GOT
 10:36:02 SLAMMED BY HURRICANE IRMA, AND THE EYE OF THE STORM WENT
 10:36:08 RIGHT OVER ESTERO AND CATEGORY 3 STORM, AND WE ACTUALLY DID
 10:36:14 NOT NEED TO TOUCH THIS FUND.
 10:36:18 SO WE STILL NEED A RESERVE.
 10:36:19 THIS SPENDS DOWN THAT 12-MONTH RESERVE DOWN TO 4 MONTHS, AND
 10:36:25 WE HAVE THE OPTION IN THE FUTURE OF BUILDING THAT BACK UP IF
 10:36:29 YOU WANT TO CREATE A HEALTHIER RESERVE.
 10:36:32 AND WE CAN TALK ABOUT THAT AT A LATER TIME.
 10:36:34 THE USE OF THAT \$3.5 MILLION WOULD REQUIRE A SUPERMAJORITY

10:36:39 VOTE BY THE COUNCIL, AND THIS IS COMING TO YOU WITH A STAFF
 10:36:46 RECOMMENDATION.
 10:36:46 SO WE'LL MAKE THAT PART OF THE FINAL SET OF APPROVALS THAT

 10:36:50 WOULD BE REQUIRED BY COUNCIL.
 10:36:52 THE LAST PORTION OF THE PAYOFF OF THE NOTE WOULD BE \$7
 10:36:58 MILLION COMING FROM OUR CAPITAL IMPROVEMENT RESERVE, OUR
 10:37:04 GENERAL FUND.
 10:37:06 NOW, THIS, WE HAVE A SIZABLE AMOUNT OF MONEY IN THE GENERAL
 10:37:10 FUND RESERVE -- I'M SORRY, THE CAPITAL IMPROVEMENT FUND
 10:37:13 RESERVE.
 10:37:14 WE CAN ONLY SPEND SO MUCH EVERY YEAR DOING PROJECTS.
 10:37:20 SO THIS REALLY COMES OUT OF THE TAIL END OF YOUR CAPITAL
 10:37:24 RESERVE, WHICH, AGAIN, ALLOWS US TO RECAPITALIZE OR REINVEST
 10:37:31 BACK INTO THAT FUND WITH OUR ANNUAL SAVINGS.
 10:37:36 THE ANNUAL SAVINGS ARE THE LAST BULLET THERE.
 10:37:41 WE WILL HAVE \$1.4 MILLION IN COST SAVINGS FROM DEBT SERVICE
 10:37:46 THAT WE DON'T HAVE TO PAY.
 10:37:49 AND THEN WE HAVE THE DEBT SERVICE CONTRIBUTION -- THAT DEBT
 10:37:53 RESERVE THAT WE'RE PAYING 1.1 INTO AND WE'LL HAVE THAT -- SO
 10:37:57 WE'LL HAVE \$2.5 MILLION THAT IS NOW GOING TO SERVICE THIS
 10:38:03 DEBT THAT WE CAN USE FOR OTHER PURPOSES, EITHER CAPITAL OR
 10:38:09 REINVESTING BACK IN OUR RESERVES.
 10:38:11 AND WE'LL COME BACK TO YOU WITH A DISCUSSION ABOUT ALL OF
 10:38:13 THAT LATER.
 10:38:14 WE'RE ABLE TO DO ALL OF THIS BECAUSE WE REALLY HAVE A
 10:38:22 PLATINUM BALANCE SHEET.
 10:38:23 BUT THIS WAS CONTEMPLATED BY THE COUNCIL WHEN YOU INITIATED
 10:38:28 THIS NOTE IN 2019.

 10:38:32 IT'S SIMPLY BECOME A QUESTION OF WHEN WE TRIGGER THIS.
 10:38:36 AND GIVEN THAT WE'RE PAYING A SUBSTANTIAL AMOUNT OF
 10:38:40 INTEREST, WE THINK THIS IS THE WAY TO GO.
 10:38:43 SHOULD THE COUNCIL DECIDE TO MOVE FORWARD WITH THIS, WE
 10:38:47 WOULD BRING BACK A WHOLE SERIES OF DECISION POINTS.
 10:38:54 ONE IS TO UTILIZE YOUR GENERAL FUND RESERVE AND TAKING DOWN
 10:39:01 THE RESERVE FROM 12 MONTHS DOWN TO 4 AND UTILIZING THAT
 10:39:05 \$3.5 MILLION.
 10:39:08 ANOTHER ONE WOULD BE TO UTILIZE THE CAPITAL IMPROVEMENT
 10:39:11 RESERVE, AND THEN THE SET-ASIDE OR THE DEBT REPLACEMENT
 10:39:22 RESERVE.
 10:39:22 SO ALL THREE OF THOSE ALLOW THIS TO BE DONE VERY EASILY.
 10:39:26 WE HAVE BEEN IN CONTACT WITH FINANCIAL ADVISORS AND THEY ARE
 10:39:31 ABSOLUTELY SUPPORTIVE OF THIS DIRECTION.
 10:39:35 AND AT THIS POINT, DOES NOT CONSTRAIN ANY OF YOUR DECISION
 10:39:40 MAKING IN THE IMMEDIATE SENSE.
 10:39:43 SO HERE'S JUST KIND OF A SUMMARY.
 10:39:48 WE AVERT OR AVOID \$4.5 MILLION OF INTEREST PAYMENTS THROUGH

10:39:53 2029.
 10:39:56 YOU HAVE THE \$2.5 MILLION IN EXPENDITURES THAT ARE AVOIDED
 10:40:01 THAT WE KEEP.
 10:40:04 WE'RE REDUCING BY 17.9 THE TOTAL CASH THAT WE HAVE, OF
 10:40:07 COURSE, BECAUSE WE HAVE TO PAY THINGS OFF.
 10:40:10 BUT THAT ALLOWS YOU THEN TO INCREASE YOUR DEBT CAPACITY
 10:40:14 BECAUSE YOU DON'T HAVE THE DRAIN OF THIS EXPENSE.

 10:40:22 AND THEN SHOULD YOU WANT TO HAVE SOME ADDITIONAL SPENDING
 10:40:27 OUT THERE, OF COURSE, THE REDUCTION OF 17.9 DOES REDUCE YOUR
 10:40:31 ABILITY TO STEP UP TO EXPENDITURES SHOULD YOU HAVE ANY THAT
 10:40:35 ARE NOT CONTEMPLATED CURRENTLY IN THE C.I.P.
 10:40:38 WE'LL TALK ABOUT THESE FURTHER, BUT THE SECOND PART OF ALL
 10:40:47 OF THIS WOULD BE A REBIDDING OF OUR BANKING SERVICES.
 10:40:53 THAT IS NOT PART OF THE DEBT PAYOFF, BUT IT'S STILL
 10:40:58 SOMETHING THAT IS DIRECTLY RELATED.
 10:41:01 WE SHOULD BE DOING THIS ANYWAY BECAUSE EVERY SO OFTEN WE
 10:41:06 SHOULD BE OUT THERE REBIDDING ALL OF OUR SERVICES, AND WE'VE
 10:41:10 BEEN WITH CAPITAL BANK NOW FOR, I THINK, SEVEN YEARS.
 10:41:14 IT'S APPROPRIATE THAT WE WOULD REBID THAT.
 10:41:16 BUT IMPORTANTLY, AS WE DO THAT, HAVE THE NEXT BID PACKAGE
 10:41:22 ADDRESSED, A MORE COMPLETE INVESTMENT SERVICES PACKAGE AT
 10:41:27 THE TIME WHEN WE DID OUR FIRST BANKING SERVICES CONTRACT.
 10:41:32 WE DIDN'T HAVE A LOT OF CASH SET UP.
 10:41:34 WE DO NOW, AND WE NEED INVESTMENT SERVICES THERE.
 10:41:36 AND THEN ALSO LOOK FOR A WAY OF GETTING A LINE OF CREDIT
 10:41:43 THAT COULD BE TRIGGERED BY COUNCIL ALMOST IMMEDIATELY IF YOU
 10:41:47 HAD IMMEDIATE NEEDS.
 10:41:49 THAT ELIMINATES SOME OF OUR NEED FOR RESERVES.
 10:41:55 SO THIS IS THE PATH FORWARD.
 10:41:58 CHRIS PHILLIPS, OUR FINANCE DIRECTOR IS HERE.
 10:42:02 CHRIS PREPARED A LOT OF THESE SLIDES.
 10:42:04 WE'VE SHOWN THESE BEFORE, BUT WE THINK THIS IS A GREAT MOVE

 10:42:08 FOR THE VILLAGE AND BUILDS ON OUR COMMITMENT TO FINANCIAL
 10:42:15 STEWARDSHIP OF THE COMMUNITY.
 10:42:18 >>Mayor Errington: COUNCIL, COMMENTS?
 10:42:19 JOANNE.
 10:42:20 >>Joanne Ribble: NOT A QUESTION BUT A COMMENT.
 10:42:25 I THINK COUNCIL, BOTH PRESENT AND PAST, HAVE BEEN VERY
 10:42:28 CONSERVATIVE IN WHAT THEY HAVE DONE WITH THE MONEY THAT THIS
 10:42:32 VILLAGE HAS.
 10:42:33 WITH THE FACT THAT WE'RE SO CASH POSITIVE, I WOULD FEEL VERY
 10:42:38 CONFIDENT MOVING FORWARD WITH THIS SUGGESTION, ESPECIALLY
 10:42:41 WITH THE BACKUP PLAN OF EMERGENCY LINE OF CREDIT.
 10:42:45 SO I WOULD BE IN FAVOR.
 10:42:48 >>Mayor Errington: THANK YOU.
 10:42:48 ANYONE ELSE?

10:42:50 >>Jim Ward: YEAH, THIS IS A PROJECT THAT I FULLY SUPPORT.
 10:42:52 I BROUGHT THIS TO STEVE BACK IN MAY OF LAST YEAR AS A
 10:42:56 PROJECT THAT I THOUGHT WAS WORTHY OF OUR DISCUSSION, GIVEN
 10:43:02 THE FACT THAT WE HAD SO MUCH MONEY IN THE BANK AND AT THE
 10:43:04 SAME TIME WE'RE ENCUMBERED WITH A \$17 MILLION DEBT WHICH WE
 10:43:08 WERE PAYING CLOSE TO A MILLION DOLLARS IN INTEREST COSTS
 10:43:10 EVERY YEAR.
 10:43:11 SO STEVE AND I TALKED ABOUT IT LAST MAY.
 10:43:15 HE ENCOURAGED ME TO WAIT UNTIL WE HAD THE FINANCE DIRECTOR
 10:43:18 ON BOARD BEFORE WE PURSUED IT A LITTLE BIT FURTHER.
 10:43:21 EARLIER THIS YEAR, CHRIS, STEVE, AND I MET WITH OUR CPA FIRM

 10:43:26 AND EXPLAINED EXACTLY WHAT WE THOUGHT THE PROCESS WOULD BE.
 10:43:30 HE WAS FULLY SUPPORTIVE OF IT.
 10:43:31 SEPARATELY, CHRIS MET WITH OUR FINANCIAL ADVISORS.
 10:43:35 THEY SUPPORTED IT.
 10:43:36 THE ANALOGY I DREW IN SOME RESPECTS IS TO HAVING \$30,000 IN
 10:43:41 THE BANK EARNING LITTLE OR NO INTEREST, FROM OUR PERSONAL
 10:43:46 EXPERIENCE, HAVING \$30,000 IN THE BANK EARNING LITTLE OR NO
 10:43:50 INTEREST AND HAVING \$30,000 OF CREDIT CARD DEBT WHERE YOU'RE
 10:43:54 PAYING 18 PERCENT INTEREST, THAT'S THE ANALOGY I USE.
 10:43:58 THAT'S ESSENTIALLY WHAT WE WERE DOING.
 10:43:59 WE HAD MILLIONS OF DOLLARS IN THE BANK EARNING LITTLE
 10:44:03 INTEREST AND WE HAD A \$17 MILLION DEBT THAT WE WERE PAYING
 10:44:06 OVER A MILLION DOLLARS OF INTEREST.
 10:44:08 SO THE WAY I EXPLAINED IT TO STEVE AT THE TIME, THIS WAS NOT
 10:44:11 ONLY A DEBT REDUCTION OPPORTUNITY, BUT AN OPPORTUNITY TO
 10:44:15 RESTRUCTURE THE DEBT THAT WE ALREADY HAVE BY PUTTING IN
 10:44:18 PLACE A LINE OF CREDIT.
 10:44:20 I'VE DONE THIS AT VARIOUS COMMUNITIES WITHIN -- WITH THE
 10:44:24 BROOKS DEVELOPMENT AND IT SAVED SUBSTANTIAL INTEREST.
 10:44:28 WE'RE IN THE PROCESS NOW OF TWO COMMUNITIES ARE DOING A LINE
 10:44:31 OF CREDIT, WHICH HAS CAPS.
 10:44:36 YOU HAVE THE ABILITY TO PUT IN PLACE CAPS ON A LINE OF
 10:44:38 CREDIT SO THERE'S A CAP ON THE LOW SIDE AND A CAP ON THE
 10:44:41 HIGH SIDE.
 10:44:42 SO IT GIVES YOU SOME FLEXIBILITY WHILE STILL PRESERVING THE

 10:44:45 OPPORTUNITY TO HAVE A FIXED LINE OF CREDIT.
 10:44:49 THE ADVANTAGE OF A LINE OF CREDIT IS YOU HAVE THE ABILITY TO
 10:44:52 GO IN AND OUT OF IT AT ANY GIVEN POINT IN TIME VERSUS A
 10:44:55 FIXED LOAN WHERE YOU HAVE A CERTAIN AMOUNT THAT YOU OWE, AND
 10:44:59 YOU'RE PAYING INTEREST ON AN ANNUAL BASIS.
 10:45:02 SO I FULLY SUPPORT WHAT STEVE HAS OUTLINED.
 10:45:06 >>Mayor Errington: THANK YOU.
 10:45:07 JIM WILSON.
 10:45:10 >>Jim Wilson: I ALSO SUPPORT THE CONCEPT, AND I APPRECIATE
 10:45:13 THE WORK THAT JIM WARD AND THE STAFF DID TO GET US TO THIS

10:45:17 POINT.
 10:45:18 I WOULD SUGGEST THAT THE \$2.5 MILLION OF ANNUAL OPERATING
 10:45:24 EXPENSES THAT WE WON'T INCUR BE SPLIT EQUALLY BETWEEN THE
 10:45:31 TWO FUNDS THAT WE'RE GOING TO TAP.
 10:45:33 AND I THINK BY DOING THAT, WE WOULD ACTUALLY BE ABLE TO
 10:45:36 REBUILD OUR RESERVES TO MAYBE A SIX-MONTH LEVEL, WHICH I
 10:45:39 THINK IS MORE THAN ENOUGH.
 10:45:42 WE TOOK A VERY CAUTIOUS APPROACH WHEN WE ESTABLISHED THE
 10:45:46 12-MONTH, AND I THINK STEVE'S COMMENTS POINTING OUT THAT
 10:45:51 EVEN AFTER A HURRICANE, WE DIDN'T NEED THE MONEY, KIND OF
 10:45:54 SPEAK TO THE FACT -- I MEAN, I'M LOOKING HERE IN A FINANCIAL
 10:45:57 REPORT THAT I GOT A WHILE BACK, WHEN YOU LOOK AT ALL THE
 10:46:00 DIFFERENT FUNDS WE HAD, WE'VE GOT \$41 MILLION IN CASH.
 10:46:04 IS THAT ENOUGH TO RUN THE VILLAGE OUR SIZE?
 10:46:08 THE ANSWER IS DEFINITELY YES, SO LET'S GO AHEAD AND HAVE

 10:46:11 UNANIMOUS SUPPORT IN THE FUTURE FOR THIS CONCEPT AND TO GET
 10:46:16 THIS DONE.
 10:46:17 >>Mayor Errington: JIM BOESCH.
 10:46:18 >>Jim Boesch: I'M HAVING THE PRIVILEGE OF PUTTING THE
 10:46:24 ORIGINAL FEASIBILITY STUDY TOGETHER FOR THIS WHOLE
 10:46:28 INCORPORATION PROCESS.
 10:46:31 THE PHILOSOPHY THAT WAS, I THINK, ADOPTED AND ACCEPTED WAS
 10:46:37 THAT IN THE BEGINNING, WE SHOULD HAVE A CERTAIN AMOUNT OF
 10:46:43 CASH.
 10:46:44 WE DEDICATED THAT DURING THAT PERIOD OF TIME, WE WOULD HAVE
 10:46:49 ENOUGH CASH TO HAVE FULL OPERATIONS TO RUN THE VILLAGE.
 10:46:56 IT WAS A VERY GOOD STRATEGY, WHICH REQUIRED A LOT OF
 10:46:59 CONSERVATIVE THINKING ALONG THE WAY AND GIVING UP SOME OF
 10:47:04 THE OPPORTUNITY THAT MIGHT HAVE BY KEEPING TO THAT.
 10:47:09 I THINK AFTER SEVEN YEARS, OUR ANNIVERSARY, TO COME TO THE
 10:47:13 POINT NOW WHERE WE'VE GOT TO TAKE UP SOME OF THE THINGS THAT
 10:47:17 WE HAVE TO SPEND MONEY ON TO CONTINUE OR TO EXPAND OUR
 10:47:22 VILLAGE AND ANSWER SOME OF THE QUESTIONS THAT WE HAVE.
 10:47:25 FOR INSTANCE, I KNOW ONE OF THE THINGS WE'RE GOING TO TALK
 10:47:29 ABOUT IS THE PROPERTY ON WILLIAMS ROAD.
 10:47:32 WELL, ORIGINALLY, THAT PROPERTY WAS \$2.75 MILLION.
 10:47:38 IF WE WERE IN THE POSITION THAT WE COULD BE COMING NOW, WE
 10:47:47 COULD HAVE GONE DOWN THERE AND SAID, LOOK, WE'LL PAY YOU 3
 10:47:50 MILLION AND PROBABLY MADE THE DEAL.
 10:47:51 BUT DURING THAT TIME, THINGS HAVE CHANGED.

 10:47:58 THEY SEE WE NEED RECREATIONAL FACILITIES.
 10:48:01 THEY HAVE A PRETTY GOOD IDEA.
 10:48:03 WE LIKE TO JOIN IT TOGETHER HERE, SO ON TOP OF THAT, AS I
 10:48:09 PREDICTED, THREE OR FOUR TIMES, A BUILDER COMES IN AND SAYS
 10:48:15 I WANT TO BUY YOUR PROPERTY AND I WANT TO BUILD HOMES ON IT.
 10:48:18 SO WE SORT OF LET THAT HAPPEN BECAUSE WE WERE IN THAT

10:48:25 CONSERVATIVE MODE.
 10:48:27 AND THIS REFINANCING IS SOMETHING THAT ALLOWS US THAT IF
 10:48:32 SOMETHING LIKE THAT COMES UP AND IT'S PART OF OUR PLAN, WE
 10:48:35 CAN SIT DOWN WITH THE PEOPLE WHO OWN THE PROPERTY AND COME
 10:48:42 TO THE -- SAY, LOOK, WE HAVE THIS OPPORTUNITY.
 10:48:46 IT IS A VERY REASONABLE PRICE AND DECIDE WHETHER WE WANT TO
 10:48:50 GO FORWARD WITH IT.
 10:48:52 BUT WE WEREN'T IN THAT POSITION IN THE SEVEN-YEAR PERIOD OF
 10:48:56 TIME BECAUSE WE WERE CONSERVATIVELY MAKING SURE WE HAD
 10:49:00 RESERVES, ESPECIALLY THE RESERVE OF HAVING ALL THE FUNDS
 10:49:04 NECESSARY TO DO A ONE-YEAR OPERATION IF SOMETHING HAPPENS.
 10:49:09 I THINK THIS IS A NATURAL GROWTH OF HOW WE HANDLE FINANCES
 10:49:18 AS A MUNICIPALITY.
 10:49:19 IT MAKES A LOT OF SENSE.
 10:49:21 WE'RE SAVING MONEY, BUT IN CONJUNCTION WITH THE FACT THAT
 10:49:27 WE'RE PUTTING OURSELVES IN A POSITION THAT NEVER -- WITH OUR
 10:49:32 FINANCIAL CAPABILITIES RIGHT NOW, WE CAN DO EMERGENCY THINGS
 10:49:38 THAT WE CAN START ACCOMPLISHING THINGS, ESPECIALLY IN THE
 10:49:42 AREA OF RECREATIONAL FACILITIES AND MAYBE SOME OTHER IDEAS

 10:49:47 THAT STEVE HAS.
 10:49:48 SO I THINK IT'S AN EXCELLENT APPROACH NOW AT THIS TIME TO GO
 10:49:55 FORWARD, AND I AM FULLY IN SUPPORT OF GOING FORWARD WITH
 10:50:03 THIS FINANCING PACKAGE THAT YOU'RE LOOKING AT.
 10:50:05 THE SECOND THING I WANT TO ASK, STEVE, NOW WE'RE MOVING INTO
 10:50:10 OUR NEXT BUDGETING YEAR.
 10:50:11 HAVE WE CHANGED THE BANK?
 10:50:13 ARE WE LOOKING AT NEW BANKS?
 10:50:14 WHAT ARE WE DOING THERE?
 10:50:16 >>Steven Sarkozy: I SUGGEST THAT AFTER WE PAY OFF THIS DEBT,
 10:50:20 SOMETIME OVER THE SUMMER OR EARLY FALL, AS SOON AS WE CAN
 10:50:24 GET TO IT, WE WOULD DO THE REBIDDING FOR BANKING SERVICES.
 10:50:29 SO IT WOULD COME ON THE HEELS OF THIS ACTION.
 10:50:34 >>Mayor Errington: THANK YOU.
 10:50:36 >>Jim Boesch: SO AS YOU KNOW, BANKS ARE VERY COMPETITIVE,
 10:50:39 AND THEY LOVE TO GET A GOVERNMENT.
 10:50:42 AS CHRIS CAN PROBABLY TELL YOU, CAPE CORAL'S BUDGET IS UP TO
 10:50:47 \$1 BILLION.
 10:50:48 THEY ARE CHASING THEM FOR A LOT OF MONEY.
 10:50:53 WE'RE IN A POSITION WITH OUR FINANCIAL CAPABILITIES TO SIT
 10:50:58 DOWN AND MAKE A DEAL OR TWO DEALS WITH THE BANKS.
 10:51:01 BEFORE WE SET THE BASE FOR NEXT YEAR, I WOULD HOPE THAT WE
 10:51:05 CAN LOOK AND MAKE DECISIONS IN THAT REGARD AS WELL.
 10:51:11 >>Mayor Errington: OKAY.
 10:51:12 THANK YOU.

 10:51:12 JON.
 10:51:15 >>Vice-Mayor McLain: THANK YOU, MAYOR.

10:51:16 I THINK TODAY HAS BEEN A VERY IMPORTANT MEETING FOR US.
 10:51:21 TODAY'S DECISIONS THAT WE'VE MADE ON PROPERTY PURCHASE IS
 10:51:26 SIGNIFICANT.
 10:51:28 NOW THAT WE'VE GOT 67 ACRES, THAT WAS SIGNIFICANT EVENT AND
 10:51:31 THE \$20 MILLION LOAN.
 10:51:34 SO I'M REALLY EXCITED ABOUT WHERE THE VILLAGE HAS COME FROM
 10:51:37 AND WHERE WE ARE RIGHT NOW.
 10:51:39 IN SEVEN YEARS, WE HAVE PLATEAUED AND UNDERSTAND WHAT OUR
 10:51:43 FINANCIAL SITUATION IS, AND WHAT THE VARIABLES AND
 10:51:48 DEVIATIONS MIGHT BE FROM THAT.
 10:51:50 I FEEL COMFORTABLE THAT WE CAN MANAGE THAT.
 10:51:53 I WANTED TO EXPRESS TO JIM WARD THAT HIS LEADERSHIP OF
 10:51:56 BRINGING THIS UP, THAT'S IMPORTANT FOR COUNCIL TO DO THIS,
 10:51:59 AND I THINK IT'S WHERE WE ARE AND THE DISCUSSION TODAY IS
 10:52:05 REALLY INSTRUMENTAL TO THE FUTURE OF WHERE THE VILLAGE IS
 10:52:07 GOING.
 10:52:07 I ALSO SUPPORT WHAT JIM WILSON INDICATED IS THAT IF WE'VE
 10:52:11 GOT 2.5 MILLION OR THEREABOUTS, BEING A LITTLE CONSERVATIVE
 10:52:16 MYSELF, I WOULD LIKE TO MAYBE REPLENISH SOME OF THOSE FUNDS
 10:52:21 INTO WHERE WE WITHDREW THOSE AND THEN WE CAN MAKE DECISIONS
 10:52:25 AT A FUTURE DATE IF WE NEED THAT OR NOT.
 10:52:27 BUT I THINK MOVING THIS FORWARD, I THINK THAT'S A GOOD WAY
 10:52:30 TO DO IT.

10:52:31 SO I AM IN FULL SUPPORT OF THIS.
 10:52:32 I APPRECIATE STEVE AND CHRIS ALSO MAKING THIS PRESENTATION.
 10:52:37 IT'S VERY UNDERSTANDABLE, AND I THINK THAT HOPEFULLY ANYBODY
 10:52:44 WATCHING UNDERSTANDS THAT THIS IS AN IMPORTANT EVENT FOR US,
 10:52:48 FOR THE VILLAGE OF ESTERO MOVING FORWARD.
 10:52:51 >>Mayor Errington: THANK YOU.
 10:52:52 LARRY.
 10:52:52 >>Larry Fiesel: YEAH, I'D LIKE TO EXPRESS -- I WON'T GO INTO
 10:52:56 THE DEPTH OF THE FINANCES, AS PREVIOUSLY BROUGHT BEFORE
 10:53:00 COUNCIL, BUT JUST TO SAY I'M IN FAVOR OF DOING THIS.
 10:53:02 THE NUMBERS JUST MAKE TOTAL SENSE TO ME.
 10:53:05 I SEE A \$4 MILLION NUMBER.
 10:53:08 WHERE I CAME FROM, THAT'S A BIG NUMBER.
 10:53:10 WE CAN SAVE THAT PLUS HAVE THE 2.5 IN ADDITION, I THINK IF
 10:53:15 IT'S COUPLED WITH THE OTHER DECISIONS THAT THE COUNCIL HAS
 10:53:18 MADE SO FAR TODAY, I THINK THIS IS THE WAY -- AND I SUPPORT
 10:53:22 THIS.
 10:53:24 >>Mayor Errington: ANYTHING ELSE?
 10:53:26 OKAY.
 10:53:27 I THOUGHT --
 10:53:29 >>Jim Ward: JUST ONE LAST COMMENT TO JON AND TO JIM'S POINT.
 10:53:33 THAT WAS ALWAYS PART OF THE PROCESS THAT STEVE AND I HAD
 10:53:35 TALKED ABOUT WAS REPLENISHING THE FUNDS THAT WE USE TO PAY
 10:53:39 DOWN THE DEBT BY VIRTUE OF THE FACT THAT WE HAVE THE DEBT

10:53:45 RESERVICE WE -- THAT CAN BE USED TO REFUND OR TO REPLENISH

10:53:50 THE FUNDS THAT WE USED -- [INAUDIBLE]

10:53:54 >>Mayor Errington: THANK YOU.

10:53:55 I WILL RECAP BY SAYING THIS HAS BEEN A VERY SIGNIFICANT DAY.

10:54:03 THIS HAS BEEN A WONDERFUL DAY WHEN YOU THINK ABOUT THE

10:54:05 THINGS THAT WE HAVE VOTED ON AND WHAT WE PLAN TO PUT ON A

10:54:09 FUTURE AGENDA.

10:54:10 I WANT TO THANK STEVE AND BOTH JIMS AND CHRIS FOR WHAT YOU

10:54:17 HAVE DONE OVER THE YEARS IN WORKING WITH TRYING TO SEE HOW

10:54:22 WE CAN SIGNIFICANTLY REDUCE THIS DEBT.

10:54:27 THIS BROUGHT A LOT OF EXCITEMENT WHEN I HEARD THAT WE WERE

10:54:31 IN A POSITION TO DO THAT.

10:54:32 I'M SORRY THAT THERE AREN'T MORE PEOPLE HERE TO HEAR THIS,

10:54:39 AND I HOPE THAT IT WILL GET OUT INTO THE COMMUNITY ONCE WE

10:54:43 BRING IT TO THE COUNCIL AND IT'S FORMALLY VOTED ON.

10:54:49 THIS IS REALLY, REALLY IMPORTANT.

10:54:51 WHEN YOU THINK ABOUT THE ESTERO ON THE RIVER PROPERTY, WHAT

10:54:54 WE DID TODAY, RIVER OAKS, THE PURCHASING OF THAT, AND THE

10:54:58 RETIRING OF THE DEBT.

10:55:01 NOW, I WANT TO SAY THE PREVIOUS COUNCIL, IT'S VERY IMPORTANT

10:55:06 THAT THEY GET CREDIT, TOO, FOR WHAT THEY HELPED TO BUILD.

10:55:11 AND THEN THIS COUNCIL GETS TO COME ALONG AND KIND OF

10:55:16 FINALIZES IT.

10:55:17 MY CHALLENGE FOR THE NEW COUNCIL WILL BE THAT ALL OF US HERE

10:55:26 TODAY, THIS TIME NEXT YEAR, YOU WILL HAVE NEW PEOPLE HERE.

10:55:30 YOU HAVE A CHALLENGE TO PRESENT TO THE NEW PEOPLE WHO ARE

10:55:33 COMING ON COUNCIL.

10:55:36 WE WANT TO GIVE YOU A SLATE OF SOMETHING THAT YOU'RE NOT

10:55:40 ENCUMBERED WITH A LOT OF DEBT AND SO FORTH.

10:55:42 SO I THINK THAT'S GOOD.

10:55:44 AND WHEN YOU'RE VOTING AND DOING THAT, IT PLAYS A MAJOR

10:55:49 ROLE.

10:55:50 AND WE BIT OFF A LOT WHEN WE TOOK THAT DEBT.

10:55:54 A LOT OF MEETINGS, A LOT OF MEETINGS AND CHALLENGES THAT WE

10:55:58 WERE CONFRONTED WITH.

10:56:01 AND TO BE HERE TODAY, TO BE ABLE TO SAY WE CAN MOVE FORWARD

10:56:06 TO DO THAT, STEVE, I THANK YOU FOR YOUR GUIDANCE WITH ALL

10:56:08 THAT.

10:56:09 I KNOW YOU WATCH THE DOLLARS.

10:56:12 I KNOW YOU CHALLENGED THE SIZE OF THE BOTTLES OF WATER THAT

10:56:15 WE DRINK.

10:56:16 [LAUGHTER]

10:56:17 IT'S ALL GOOD.

10:56:19 BUT IT'S IMPORTANT THAT WE KNOW THAT STEVE HAS BIRD-DOGGED

10:56:27 THIS, AND HE'S MADE IT SO THAT WE ARE IN GOOD FINANCIAL

10:56:32 SHAPE.

10:56:32 AND THE COUNCIL HAS MADE IT THAT WAY BECAUSE YOU HAVE NOT
 10:56:35 COME TO HIM AND SAY, I WANT THIS, I WANT THAT, AND IT COSTS
 10:56:38 MILLIONS AND MILLIONS AND MILLIONS OF DOLLARS AND WE WOULD
 10:56:41 BE ENCUMBERED THERE TO DO SOMETHING ELSE.
 10:56:45 WE DON'T KNOW WHAT THE FUTURE HOLDS WITH HURRICANES, BAD

 10:56:49 STORMS AND SO FORTH, BUT I FEEL COMFORTABLE THAT WE ARE
 10:56:53 GOING IN THE RIGHT DIRECTION BY RETIRING THIS DEBT.
 10:56:56 WITH THAT, I HAVE NOTHING ELSE TO SAY.
 10:57:01 >>Carol Sacco: WE HAVE NO ONE SIGNED UP.
 10:57:03 >>Mayor Errington: NO ONE SIGNED UP.
 10:57:05 >>Jim Ward: IF I CAN MAKE ONE LAST COMMENT.
 10:57:09 >>Mayor Errington: GO AHEAD.
 10:57:10 >>Jim Ward: THE ONE THING I'M REALLY ENCOURAGED TO SEE IS
 10:57:14 OUR COMMUNICATION WITH OUR RESIDENTS.
 10:57:15 THAT HAS, I THINK, IMPROVED SIGNIFICANTLY OVER THE LAST
 10:57:19 YEAR.
 10:57:19 I CONSISTENTLY SEE MESSAGES GOING OUT.
 10:57:23 AS TO YOUR POINT WE DON'T HAVE A LOT OF PEOPLE HERE, BUT THE
 10:57:26 MORE WE COMMUNICATE WITH OUR RESIDENTS WHAT WE ACCOMPLISHED
 10:57:28 HERE TODAY, AS WELL AS ANY PARTICULAR COUNCIL MEETING, IT'S
 10:57:34 REALLY CRITICAL IMPORTANT TO MAKING SURE OUR RESIDENTS
 10:57:37 UNDERSTAND WHAT WE'RE DOING AND HOW WE'RE IMPROVING ESTERO.
 10:57:41 >>Mayor Errington: THANK YOU.
 10:57:42 GOOD COMMENT.
 10:57:43 NOW WE'RE READY FOR ITEM NUMBER 11B.
 10:57:51 >>Steven Sarkozy: MADAM MAYOR, I'M ASSUMING THEN WE HAVE
 10:57:55 CONCURRENCE TO MOVE FORWARD.
 10:57:58 >>Mayor Errington: I WOULD THINK, YEAH.
 10:58:00 ANYBODY NOT WANT, I'LL SEE YOU OUT IN THE HALL.
 10:58:04 [LAUGHTER]

 10:58:05 I DIDN'T SAY THAT.
 10:58:08 THAT SOUNDS LIKE SOMEBODY, BUT I DIDN'T SAY THAT.
 10:58:13 THAT'S WHAT I SEE ON TV.
 10:58:15 I DIDN'T SAY THAT.
 10:58:16 WE DO HAVE GENERAL CONSENSUS.
 10:58:20 >>Steven Sarkozy: THANK YOU.
 10:58:22 >>Mayor Errington: THANK YOU.
 10:58:22 WOULD YOU TAKE THE NEXT ONE, PLEASE.
 10:58:25 >>Steven Sarkozy: ITEM 11B ON THE AGENDA IS ANOTHER PROPOSED
 10:58:30 PROPERTY PURCHASE.
 10:58:31 THE PARCEL IS ON THE SCREEN.
 10:58:35 IT IS THE LAST REMAINING PUBLIC PARCEL -- PRIVATE PARCEL,
 10:58:42 EXCUSE ME, ON WHAT IS OTHERWISE PUBLICLY OWNED LAND BETWEEN
 10:58:45 THE RAILROAD TRACK AND RIVER RANCH ROAD ON THE NORTH SIDE OF
 10:58:50 WILLIAMS.
 10:58:50 IT'S THE GULF COAST DRIVING RANGE.

10:58:53 THIS IS A 9.85-ACRE PARCEL.
 10:58:58 WE'VE LOOKED AT THIS FOR A LONG TIME BECAUSE WE BOUGHT THE
 10:59:04 CHURCH PROPERTY WHICH IS TO THE LEFT OF IT IN A SWAP OF
 10:59:08 PROPERTY THAT WAS VERY ADVANTAGEOUS.
 10:59:12 BUT IF SOMETHING WERE TO DEVELOP ON THIS DRIVING RANGE
 10:59:14 PROPERTY, IT WOULD KIND OF MESS UP A LOT OF THE POTENTIAL
 10:59:18 PUBLIC USES AND THE EXISTING PUBLIC USES ADJACENT OR WITH
 10:59:22 THE SCHOOL DISTRICT WITH THE COUNTY AND WITH OUR FUTURE
 10:59:25 PLANS.

10:59:25 SO WE HAVE SOME IDEAS ON WHAT MIGHT HAPPEN ON THIS, BUT THEY
 10:59:32 ARE ALL RECREATION ORIENTED.
 10:59:35 THIS WOULD GIVE US ALMOST 20 ACRES RIGHT THERE AT THE
 10:59:39 RAILROAD TRACK AND WILLIAMS.
 10:59:43 AND THEN THE POTENTIAL OF WORKING WITH THE SCHOOL DISTRICT
 10:59:45 AND THE COUNTY ON A MUCH LARGER SPORTS FACILITY INTO THE
 10:59:51 FUTURE.
 10:59:51 THE PARCEL HERE IS -- COMES TO YOU WITH A RECOMMENDATION FOR
 10:59:58 PURCHASE AT \$4.25 MILLION.
 11:00:00 IT'S EXPENSIVE, BUT AT THIS POINT, AGAIN, TO PRESERVE THE
 11:00:09 PUBLIC USES, WE THINK THAT THIS IS IN THE BEST INTEREST OF
 11:00:14 THE VILLAGE.
 11:00:16 WE WOULD PAY FOR THIS OUT OF CASH FROM OUR CAPITAL
 11:00:21 IMPROVEMENT RESERVE THAT WE'VE TALKED ABOUT IN THE PREVIOUS.
 11:00:27 >>Mayor Errington: THANK YOU.
 11:00:28 DO WE HAVE ANY COMMENTS FROM COUNCIL?
 11:00:36 >>Jim Wilson: I HAVE A QUESTION AND A COMMENT.
 11:00:38 JUST TO THE LEFT OF THESE TWO PARCELS ON THE SCREEN IS A
 11:00:42 TRIANGLE THAT'S NEXT TO THE ROADWAY THAT GOES THROUGH.
 11:00:47 WHO OWNS THAT LITTLE PARCEL?
 11:00:49 >>Steven Sarkozy: THAT'S A STORMWATER PONDING AREA THAT'S
 11:00:52 OWNED BY LEE COUNTY.
 11:00:54 >>Jim Wilson: OKAY.
 11:00:55 SO IT WON'T BE DEVELOPED -- SOMEBODY WON'T TRY TO SNEAK IN
 11:00:59 AN APARTMENT BUILDING THERE.

11:01:01 >>Steven Sarkozy: NO.
 11:01:01 DAVID HAS HAD CONVERSATIONS WITH THE COUNTY WITH THE HOPE
 11:01:05 THAT THEY WOULD SIMPLY GIVE THAT TO US SO THAT WHEN WE DO
 11:01:09 OUR PLANNING FOR THAT WHOLE SITE, WE CAN INCORPORATE THAT
 11:01:14 STORMWATER PONDING AREA INTO A MORE EFFICIENT MAJOR
 11:01:19 STORMWATER PONDING AREA THAT TAKES CARE OF ALL THREE
 11:01:22 PARCELS, THE TWO THAT ARE IN RED AND THEN THAT SMALL PIECE.
 11:01:26 >>Jim Wilson: MY COMMENT -- FIRST OF ALL, I DEFINITELY
 11:01:30 SUPPORT THIS.
 11:01:31 I WENT BACK AND LOOKED AT WHAT WE PAID PER ACRE FOR THE BIG
 11:01:37 PARCEL THAT WE BOUGHT SEVERAL YEARS AGO.
 11:01:40 CORRECT ME IF I'M WRONG, STEVE, BUT THAT WAS AROUND \$390,000

11:01:44 AN ACRE.
 11:01:45 AND THIS COMPUTES OUT TO BE ABOUT \$430,000 AN ACRE, WHICH
 11:01:50 TAKES INTO ACCOUNT THE APPRECIATION IN VALUE THAT MR. BOESCH
 11:01:56 SPOKE TO EARLIER, THAT IF WE HAD DONE THIS X NUMBER OF
 11:01:59 MONTHS OR YEARS AGO, WE WOULD HAVE GOT IT FOR LESS.
 11:02:03 BUT WE'RE ALMOST OUT OF VACANT LAND, AND ANY LAND THAT WE
 11:02:06 CAN PICK UP AND ADD TO OUR RECREATIONAL INVENTORY, THIS IS A
 11:02:10 REALLY OUTSTANDING OPPORTUNITY, SOMETHING WE SHOULD PURSUE.
 11:02:18 >>Jim Boesch: IF YOU LOOK AT THIS MAP THAT'S BEFORE YOU, YOU
 11:02:23 WILL SEE THAT THERE'S VERY ONE IMPORTANT ELEMENT TO THIS
 11:02:26 PROPERTY, AND THAT IS THAT IT'S CONTIGUOUS TO THE PARK.
 11:02:33 AND I SHOULD TELL YOU THAT IN 2000, THE COUNTY GAVE THE CITY
 11:02:41 OF BONITA SPRINGS 51 PARKS FOR NOTHING.

 11:02:46 AT THIS PARTICULAR POINT, THE COUNTY HAS GIVEN ESTERO
 11:02:53 NOTHING FOR NOTHING.
 11:02:56 AND SO WE SHOULD DEFINITELY BE LOOKING FORWARD TO UPDATING
 11:03:04 THE PARK FROM THE COUNTY FOR THE BENEFIT OF RECREATION FOR
 11:03:07 OUR RESIDENTS.
 11:03:09 HOWEVER, IF WE DON'T MOVE ON THIS PARTICULAR PIECE OF
 11:03:14 PROPERTY, WE WILL NOT BE CONTIGUOUS.
 11:03:18 THE HIGH SCHOOL HAS THE OTHER PROPERTY, AND WHERE THE WHITE
 11:03:22 THING IS, THEY OWN TEN ACRES.
 11:03:29 IS THAT THE HIGH SCHOOL WITH THE WHITE --
 11:03:31 >>Steven Sarkozy: YES, RIGHT UNDERNEATH THAT WHITE BLOCK --
 11:03:35 >>Jim Boesch: OWN THAT PROPERTY THERE AND POSSIBLY AS TIME
 11:03:37 GOES ON, THEY'LL BE WILLING TO JOIN IN BECAUSE THEY WILL
 11:03:42 NEED MORE FIELDS THEMSELVES.
 11:03:43 BUT AT LEAST WE ARE CONTIGUOUS WITH THE PARK WITH OWNERSHIP
 11:03:46 OF THIS PARTICULAR PROPERTY.
 11:03:50 SO I AM STRONGLY IN FAVOR, THE NEXT TIME, OTHERWISE, IT'S
 11:03:56 POSSIBLE THERE ARE GOING TO BE HOUSES BUILT THERE OR NEXT
 11:04:01 TIME IT'S GOING TO BE \$8 MILLION.
 11:04:02 I STRONGLY URGE US TO MOVE ON THAT PARTICULAR PIECE OF
 11:04:08 PROPERTY.
 11:04:08 IT TIES IN DIRECTLY WITH THE POINT OF REVISING THE BUDGET
 11:04:13 CONCEPTS BECAUSE WE ARE IN A POSITION TO FREE UP SOME OF
 11:04:18 THAT EQUITY IN ORDER TO BUY THAT PARTICULAR PIECE OF
 11:04:22 PROPERTY.

 11:04:28 >>Jim Ward: IT'S A WIN-WIN BECAUSE WE PROVIDE RECREATIONAL
 11:04:31 LAND AND AS JIM SAID, CONTIGUOUS TO THE PARK.
 11:04:33 EVERY PIECE OF LAND WE BUY TAKES DEVELOPMENT OFF THE MAP.
 11:04:36 AND THAT I THINK IS IMPORTANT.
 11:04:38 SO I SUPPORT IT.
 11:04:40 >>Mayor Errington: THANK YOU.
 11:04:41 JOANNE.
 11:04:42 >>Joanne Ribble: STEVE, CAN YOU TAKE US THROUGH A TIMELINE

11:04:46 AS TO WHAT WILL HAPPEN NEXT?
 11:04:47 AND HOW TIME SENSITIVE IS THIS?
 11:04:50 >>Steven Sarkozy: IT'S IMPORTANT THAT WE -- WELL, LET ME
 11:04:54 BACK UP.
 11:04:55 I SIGNED THIS PURCHASE AND SALE AGREEMENT TO COME BACK TO
 11:05:00 THE COUNCIL TO SECURE OUR POSITION IN ORDER TO BUY IT.
 11:05:05 BUT I CANNOT EFFECT A PURCHASE AND ANYTHING THAT I SIGN IS
 11:05:10 SUBJECT TO VILLAGE COUNCIL APPROVAL.
 11:05:12 SO YOU'RE NOT OBLIGATED TO PROCEED WITH THIS.
 11:05:16 IT'S RECOMMENDED, BUT, OF COURSE, THE FINAL DECISION RESTS
 11:05:20 WITH THE VILLAGE COUNCIL.
 11:05:20 SHOULD YOU DECIDE TO PROCEED WITH THIS, WE WOULD SECURE A
 11:05:26 REVIEW OF THE PROPERTY, AT LEAST A PHASE ONE ENVIRONMENTAL
 11:05:29 TO MAKE SURE THAT WE'RE NOT BUYING A HAZARDOUS MATERIAL
 11:05:34 DUMP.
 11:05:34 WE DON'T THINK THERE'S ANYTHING ON THIS PARCEL THAT'S OF
 11:05:37 CONCERN.

 11:05:37 WE WOULD THEN HAVE TO CLOSE SOMETIME ON OR BEFORE JUNE
 11:05:43 30th.
 11:05:44 IN THE MEANTIME THEN, WE WOULD COME UP WITH WHAT MIGHT WE DO
 11:05:51 WITH THIS PARCEL.
 11:05:52 I WOULD BE IN CONVERSATIONS WITH THE COUNCIL REGARDING,
 11:05:55 OKAY, NOW THAT WE OWN IT, WHAT DO WE DO WITH IT?
 11:06:00 THIS DOES NOT HAVE ENVIRONMENTAL VALUE.
 11:06:02 IT, OF COURSE, IS OPERATING AS A GOLF DRIVING RANGE.
 11:06:04 AND BECAUSE TWO OTHER DRIVING RANGES HAVE GONE OUT OF
 11:06:10 BUSINESS IN THE REGION, THERE'S A VERY HEALTHY ACTIVITY
 11:06:15 LEVEL HERE FOR PEOPLE THAT ARE USING THE DRIVING RANGE.
 11:06:21 I WOULD COME BACK TO YOU WITH SOME IDEAS ON HOW WE COULD
 11:06:26 CONTINUE OPERATING THAT MAKING MONEY UNTIL WE CAN FIGURE OUT
 11:06:30 HOW TO DEVELOP THIS.
 11:06:32 WE'VE GOT SOME IDEAS ALREADY ON THAT.
 11:06:35 >>Joanne Ribble: WHAT I'M REALLY GETTING AT IS, DO YOU NEED
 11:06:37 A VOTE -- WILL THIS COME BACK FOR A VOTE OR WILL OUR
 11:06:40 APPROVAL TODAY SUFFICE FOR YOU TO GO ON TO THE DUE
 11:06:43 DILIGENCE?
 11:06:43 >>Steven Sarkozy: I'M SORRY.
 11:06:44 I WOULD ASK THAT YOU JUST GIVE AN INFORMAL INDICATION OF
 11:06:50 SUPPORT.
 11:06:50 IT WILL GO FORWARD WITH THE DUE DILIGENCE AND THEN BRING IT
 11:06:54 BACK TO YOU FOR FINAL APPROVAL.
 11:06:55 >>Joanne Ribble: ALL RIGHT.

 11:06:58 IN THAT CASE, I AM IN SUPPORT OF THIS.
 11:07:00 >>Steven Sarkozy: THANK YOU.
 11:07:02 >>Larry Fiesel: I JUST WANT TO GO ON RECORD, TOO, THAT I
 11:07:05 SUPPORT IT.

11:07:05 I DON'T WANT TO LOOK BACK IN FIVE YEARS FROM NOW AND WISH WE
 11:07:09 WOULD HAVE MOVED WITH THIS.
 11:07:11 WE HAVE SOME OTHER AREAS THAT ARE NOT IN THE VILLAGE OF
 11:07:13 ESTERO, BUT SHOULD HAVE BEEN THAT WE LOOK BACK ON.
 11:07:17 SO THIS IS AN OPPORTUNITY I THINK WE SHOULD MOVE WITH AND
 11:07:21 NOT MISS OUT ON.
 11:07:28 >>Vice-Mayor McLain: I'M 100% IN SUPPORT OF THIS.
 11:07:30 I THINK THIS IS A PIVOTAL PIECE OF PROPERTY FOR THE WHOLE
 11:07:32 RECREATION OF ESTERO GOING FORWARD.
 11:07:34 I THINK THERE'S A LOT OF WORK TO BE DONE, BUT IF YOU DON'T
 11:07:36 HAVE THE PROPERTY, YOU'RE NOT GOING TO BE ABLE TO VISUALIZE
 11:07:40 WHAT YOU CAN REALLY DO IN RECREATION AROUND HERE.
 11:07:43 I THINK IT'S EXTREMELY IMPORTANT FOR US TO MOVE FORWARD ON
 11:07:46 THIS.
 11:07:46 I WAS GOING TO ASK YOU ABOUT, I DO THINK THERE IS A REVENUE
 11:07:52 STREAM THERE THAT WE MIGHT BE ABLE TO USE.
 11:07:58 IN MY OLD REAL ESTATE BUSINESS, I SEE WE'VE GOT SOME
 11:08:01 INSPECTIONS IN THERE.
 11:08:02 I'LL USE YOUR EXPERTISE TO DO THAT.
 11:08:05 OBVIOUSLY, IF WE'RE GOING TO MAINTAIN THAT BUILDING THAT'S
 11:08:08 THERE FOR A PERIOD OF TIME UNTIL WE FIGURE OUT WHAT WE DO

 11:08:12 WITH THE PROPERTY, WE SHOULD JUST MAKE SURE THAT IT'S
 11:08:15 STRUCTURALLY SOUND AND ALL THE PROPERTY IN THERE.
 11:08:17 SO WE'VE GOT 90 DAYS DUE DILIGENCE PERIOD ON THIS CONTRACT.
 11:08:22 SO I THINK TODAY I BELIEVE WILL GET APPROVAL, CONSENSUS TO
 11:08:28 MOVE FORWARD ON THIS.
 11:08:29 THOSE INSPECTIONS I THINK ARE REALLY CRITICAL FOR US TO MAKE
 11:08:33 SURE WE'RE NOT JUMPING INTO AN OIL DUMP THAT WAS THERE THAT
 11:08:37 WE NEVER FOUND OUT ABOUT BEFORE.
 11:08:41 BUT ALSO LOOK AT OUR LIABILITY ON THE GOLF COURSE AND LOOK
 11:08:47 AT THE COST PARAMETERS THAT IS THERE REALLY PROFIT THERE OR
 11:08:52 IS IT A COST TO MAINTAIN THE GRASS, VEGETATION, SPRINKLING
 11:08:57 PROHIBITIVE?
 11:08:59 BUT I DO HAVE SOME SENSE THAT IF THERE ARE ESTERO PEOPLE
 11:09:02 USING THE GOLF COURSE IT WOULD BE NICE TO GIVE THEM THAT FOR
 11:09:05 A PERIOD OF TIME, ANYWAY.
 11:09:07 IF YOU NEED ANY HELP ON THAT, I'M MORE THAN HAPPY TO ASSIST.
 11:09:11 >>Mayor Errington: THANK YOU.
 11:09:12 WE'VE BEEN LOOKING AT THIS, WHAT, FOR ABOUT FIVE YEARS.
 11:09:16 IT'S BEEN A LONG TIME.
 11:09:19 I WAS REALLY CONCERNED THAT WE WOULD NEVER GET IT.
 11:09:23 IT'S REALLY BEAUTIFUL TO SEE BOTH OF THOSE PARCELS SIDE BY
 11:09:28 SIDE, AND IT HAS BEEN -- IT'S BEEN INTERESTING.
 11:09:32 IT'S BEEN AN ADVENTURE TRYING TO DO THAT.
 11:09:35 I KNOW STEVE HAS WORKED VERY HARD AT TRYING TO DEVELOP
 11:09:40 RELATIONSHIPS TO GET THROUGH ALL OF THIS.

11:09:43 I DROVE BY THERE YESTERDAY, AND I HAVE NOT SEEN THAT MANY
 11:09:48 PEOPLE USING THAT DRIVING RANGE.
 11:09:52 SO WE WANT TO MAKE SURE THIS GETS OUT IN A DELICATE FASHION
 11:09:56 THAT WE'RE NOT TAKING IT OVER AND CLOSING THE DRIVING RANGE.
 11:09:59 SO WE JUST WANT TO MAKE SURE THAT PEOPLE CAN CONTINUE, IF WE
 11:10:03 GET IT, THAT THEY CAN USE THE DRIVING RANGE AND THEN IT WILL
 11:10:08 BE DETERMINED.
 11:10:10 WILL WE HAVE PUBLIC WORKSHOPS ON THIS?
 11:10:15 WE DON'T HAVE TO DO THAT, DO WE?
 11:10:16 >>Steven Sarkozy: WE CAN, YES.
 11:10:17 MOVING FORWARD WITH IT PROBABLY DOES NOT REQUIRE A PUBLIC
 11:10:23 HEARING OF SORTS.
 11:10:25 BURT, THAT'S A --
 11:10:28 >>Burt Saunders: IN TERMS OF THE ACQUISITION OF THE
 11:10:31 PROPERTY, YOU DO HAVE TO HAVE ULTIMATELY A HEARING BEFORE
 11:10:35 THE BOARD JUST FOR THE APPROVAL.
 11:10:36 BUT THAT'S THE ONLY HEARING REQUIRED.
 11:10:39 >>Steven Sarkozy: BUT WHEN WE GET INTO IDENTIFYING THE USES,
 11:10:45 THAT WOULD BE SOMETHING THAT WOULD BE PROBABLY EXTENSIVE
 11:10:49 PUBLIC INVOLVEMENT.
 11:10:50 I'D LIKE TO TALK TO COUNCIL ABOUT THAT.
 11:10:52 ALSO, I CONTACTED A COUPLE OF PLACES THAT WOULD HELP US
 11:10:56 OPERATE THIS.
 11:10:58 I DON'T SEE ANY MEMBER OF STAFF RUSHING FORWARD ASKING TO
 11:11:02 MANAGE A DRIVING RANGE ON TOP OF THEIR ALREADY BUSY DUTIES.

 11:11:08 SO WE NEED TO FIND SOMEBODY ON THE OUTSIDE TO HELP US WITH
 11:11:11 THIS TO KEEP IT OPEN.
 11:11:14 >>Mayor Errington: SO NOW I NEED A CONSENSUS, RIGHT?
 11:11:17 DO WE HAVE A CONSENSUS TO MOVE FORWARD WITH THIS?
 11:11:23 >> YES.
 11:11:23 >>Mayor Errington: YES, YES.
 11:11:25 YES.
 11:11:25 >> YES.
 11:11:26 >>Mayor Errington: OKAY.
 11:11:26 YOU HAVE IT.
 11:11:26 >>Steven Sarkozy: THANK YOU.
 11:11:29 >>Carol Sacco: AND WE HAVE NO ONE SIGNED UP.
 11:11:31 >>Mayor Errington: THANK YOU.
 11:11:32 THANK YOU FOR AGREEING TO THIS.
 11:11:36 THIS IS GREAT.
 11:11:36 SO EXCITING TODAY.
 11:11:38 I JUST CAN'T BELIEVE THIS DAY, MARCH 16.
 11:11:42 YOU KNOW, WE HAD OUR FIRST COUNCIL MEETING SEVEN YEARS AGO
 11:11:47 TOMORROW NIGHT, THE 17th.
 11:11:49 INTERESTING, ISN'T IT?
 11:11:52 ALL OF THIS HAS HAPPENED IN SEVEN YEARS.
 11:12:00 [AUDIO DROP]

11:12:05 [NO ENCODER]
11:12:15 [VILLAGE OF ESTERO INTERNET ENCODER AND STREAMING VIDEO
11:12:17 SERVICE STOPPED]
11:29:38 [CONNECTION REESTABLISHED BUT MEETING IS OVER.]

DISCLAIMER:

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DRAFT

VILLAGE COUNCIL MEETING

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

March 2, 2022, 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Todd Weston River of Life Church.

PLEDGE OF ALLEGIANCE

Led by Vice Mayor McLain.

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, - District 6, and Councilmember Jim Wilson - District 7.

Also present

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

PRESENTATION

Lee County Sheriff CRU Department

- False alarms, frauds, and scams

Presentation/Information by

Heather Turco, Lee County Sheriff's Office

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Vice Mayor McLain
Seconded by: Councilmember Ribble

Action: Approved agenda.

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

Susan Cesareo, Villagio

4. CONSENT AGENDA

(a) February 16, 2022, Council Meeting Minutes

(b) Financial Report for Month ended January 2022

(c) Appointment to Lee County Tourist Development Council

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Wilson

Seconded by: Councilmember Boesch

Action: Approved the Consent Agenda.

Vote: (Roll Call)

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

Nay:

Abstentions:

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None.

6. ACTION ITEMS

(a) Greater Estero Chamber of Commerce approval of financial support for Strategic
Plans for Future Growth and Impact.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by

Pamela Mueller, President & CEO, Chamber of Commerce

Blake Chapman, Chair, State Insurance USA

Kenzy Catron, Membership Director

Council Questions or Comments

Councilmember Boesch, Fiesel, Wilson, Ward, Ribble, Vice Mayor McLain, and Mayor Errington.

Public Comment

None.

Motion: Motion to approve Greater Estero Chamber of Commerce financial support for Strategic Plans for Future Growth and Impact for this year only for \$5,000.

Motion by: Councilmember Ribble

Seconded by:

Action: Motion Failed due to lack of a second.

Vote: (Roll Call)

Aye:

Nay:

Abstentions:

Motion: Motion to approve Greater Estero Chamber of Commerce \$12,500 for financial support for Strategic Plans for Future Growth and Impact, and the Greater Estero Chamber of Commerce can come back to Council to request another \$12,500 in six months (September).

Motion by: Councilmember Wilson

Seconded by: Councilmember Ward

Action: Approved Greater Estero Chamber of Commerce \$12,500 for financial support for Strategic Plans for Future Growth and Impact, and the Greater Estero Chamber of Commerce can come back to Council to request another \$12,500 in six months (September).

Vote: (Roll Call)

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

Nay: Councilmember Ribble.

Abstentions:

7. PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

9. VILLAGE ATTORNEY'S REPORT

None.

10. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager.

Adjourn Regular Session at 10:55 a.m. and Convene Workshop Items at 11:08 a.m.

11. WORKSHOP ITEMS

- (a) Estero on the River
- Zoning & Planning Options
 - Fence & Path

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director
David Willems, Public Works Director

Public Comments

Joe Miceli, Rookery Point
Clark Mackenzie, Estero

Council Questions or Comments

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

- (b) Conflict of Interest – Planning, Zoning and Design Board

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director

Public Comments

None.

Council Questions or Comments

Councilmember Boesch and Vice Mayor McLain.

- (c) Greater Estero Virtual Information Center (GEVIC)

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Presentation/Information by:

Barry Freedman
George Zalucki

James Shields

Public Comments

Joe Miceli, Rookery Pointe

Council Questions or Comments

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

12. ADJOURNMENT at 12:57 pm.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Katy Errington, Mayor

(td/CS)

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 16, 2022

Agenda Item:

Village-initiated rezoning and Comprehensive Plan Amendment

Motion to approve initiation of a rezoning and Comprehensive Plan Amendment for property south of Estero River, East of US 41 and north of Corkscrew Road

Background:

At a Council workshop on March 2, 2022, options were discussed to rezone the Village-owned property south of the Estero River and amend the Comprehensive Plan land use category to better match the intended uses. The Council requested this item be brought back for a vote at the next meeting.

Description:

When the Village purchased the property on the northeast corner of US 41 and Corkscrew Road, it had already been rezoned by Lee County in 2007 as a Mixed Used Planned Development (MPD). The property was not developed as intended. The Council later acquired the "Happehatchee" parcel located in the middle of the Village parcel. This property is zoned Agriculture (AG).

The property is bisected by the Estero River. The property south of the river has many important environmental attributes including a wetland and a large variety of native vegetation including large heritage trees. Prior workshops have indicated a strong interest by Council and the public to use at least the southern part of this property for public use such as a park, preserve and civic uses.

The site's MPD zoning allows many uses that may not align with the Council's vision, and the agricultural zoning could be problematic with its location in the middle of the MPD site. It would be more logical to rezone the property to the "Parks and Community Facilities" zoning category, which is specific for publicly owned property. For an additional layer of protection, the Comprehensive Plan category should be changed from Village Center to "Public Parks and Recreation".

Action Requested:

Motion to approve initiation of a rezoning and Comprehensive Plan Amendment for property south of Estero River, East of US 41 and north of Corkscrew Road.

Process and Timeline:

An approximate timeline for the rezoning and Comprehensive Plan Amendment is listed below. This timeline will allow the two items to be processed simultaneously to the extent possible.

March 2, 2022	Council Workshop
March 16, 2022	Vote to initiate rezoning and Comprehensive Plan Amendment
May 10, 2022	Public Information Meeting at PZDB for both items
June 14, 2022	Public Hearing at PZDB for both items
July 6, 2022	1 st Council Meeting • Rezoning – 1st Reading and Public Hearing • Comprehensive Plan Amendment – Public Hearing to transmit to State
July 20, 2022	2 nd Council Meeting – Public hearing to consider rezoning approval
August, 2022	State review of Comprehensive Plan Amendment
Sept/Oct, 2022	Council adoption hearing for Comprehensive Plan Amendment

Expected Timeframe: 4 months rezoning, 6+ months Comprehensive Plan Amendment

Financial Impact:

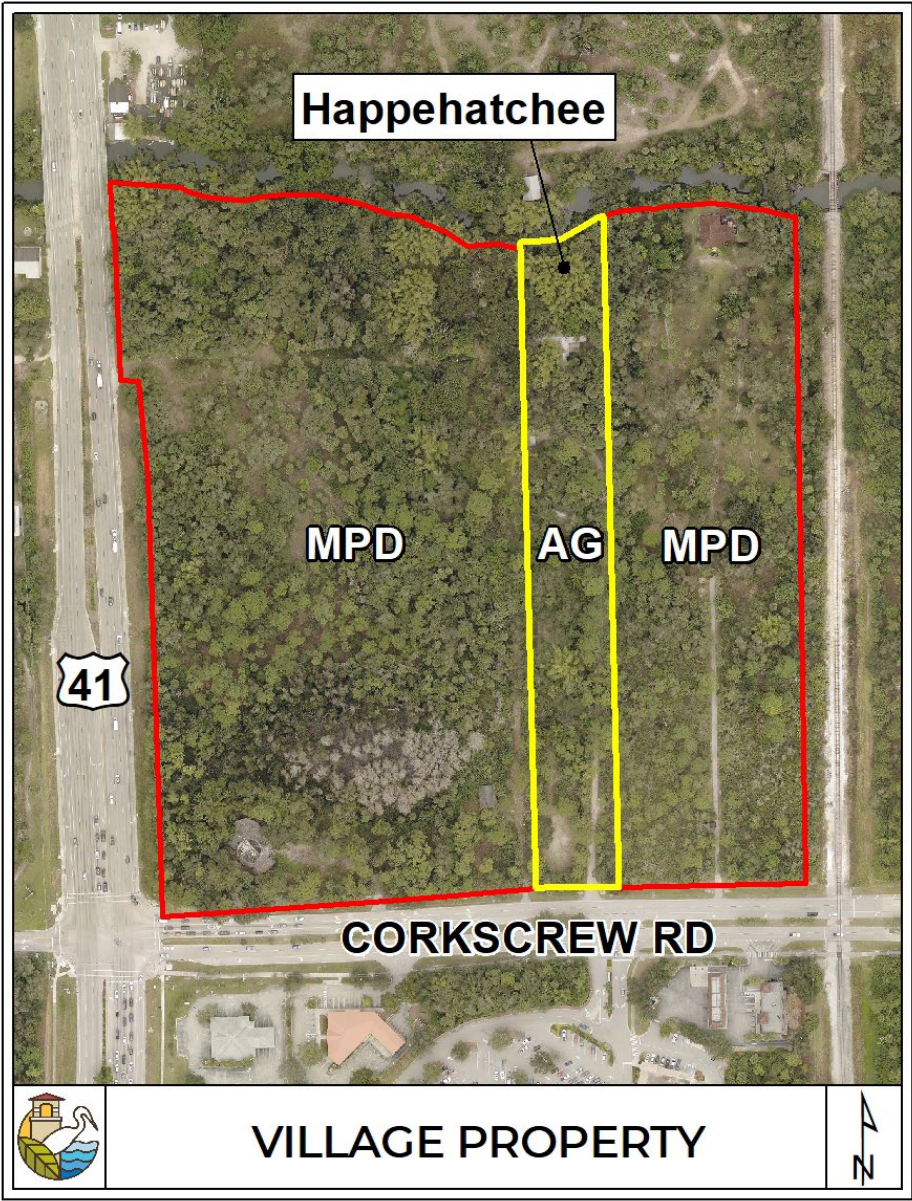
No impact at this time. If approved, this action will limit potential uses on the property compared to what is currently allowed, to public parks and recreation type uses, preserves and civic uses; it could preclude future sale of this property.

Prepared by: Mary Gibbs

Attachments:

1. Location Map

Attachment 1



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 16, 2022

Agenda Item:

Motion to approve the purchase of the 10-acre vacant parcel, commonly known as "River Oaks" at the east end of Broadway Avenue.

Description:

This parcel has been discussed in the past by the Village Council and several community groups that support the retention of this property by the Village. The purchase has been discussed with the owner and a favorable package has been negotiated. This purchase comes to the Village Council with a recommendation to acquire the entire site, to authorize the staff to prepare the necessary documents to secure the purchase and to bring back the final arrangements for formal Village Council approval.

Background Information:

The parcel has been of interest to the Village for some time for several reasons. First, a group of residents have made efforts to secure the property as a passive recreation area. Offers of volunteer efforts to help maintain the property were a very positive offer; however, the Village did not have the funds in place for the purchase at that time, nor did the Village have the plans for storm water improvements in that area necessitating the purchase.

The 2021-22 Budget contains an approved CIP project for a new Storm Water Pond and Bypass going around Country Creek to prevent backups and flooding during major storm events. During the IRMA Hurricane and related storm event we had our most significant flooding in this area. Water backed up in the North Branch of the Estero River due to a constriction in the flow way in Country Creek that caused flooding and closure of Three Oaks Parkway. Our Storm Water Master Plan identified the new pond and bypass as the least costly corrective measure. This property is needed as part of that project.

Lastly, funds for the purchase of environmentally sensitive lands in the amount of \$750,000 are now available from the settlement of the litigation between the Village and the developer of the Corkscrew Crossings project. We would propose that these funds be used for this purchase.

Action Requested:

Motion to approve the purchase of the 10-acre vacant parcel, commonly known as “River Oaks” at the east end of Broadway Avenue.

Financial Impact:

The cost of the parcel as negotiated is \$1,200,000.

The \$750,000 received from the litigation settlement would be applied to the purchase. The remaining balance of \$450,000 to complete the purchase would be allocated from our Capital Improvement Fund Contingency.

In addition to the purchase price, the Village will need to allocate an additional amount, estimated at about \$100,000, for survey, critical species assessments, removal of invasive species and other costs related to the upgrade and maintenance of the property. These expenses will be further outlined in subsequent reports to Council.

Prepared by: Steve Sarkozy

Attachments:

1. Signed purchase and sale agreement
2. River Oaks Presentation

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Vacant Land Contract

- 1* **1. Sale and Purchase ("Contract"):** Old Town Preservation & Management, Inc.
2* ("Seller") and Village of Estero, a Florida municipality
3* ("Buyer") (the "parties") agree to sell and buy on the terms and conditions specified below the property ("Property")
4* described as:
5* Address: See Exhibit A attached hereto - Property located at Broadway E, Estero, FL 33928
6* Legal Description: See Exhibit A attached hereto;
7* _____
8* _____
9* _____
10* _____
11* SEC ____/TWP ____/RNG ____ of Lee County, Florida. Real Property ID No.: See Exhibit A attached
12* including all improvements existing on the Property and the following additional property: _____
13* _____
- 14* **2. Purchase Price:** (U.S. currency) \$ 1,200,000.00
15* All deposits will be made payable to "Escrow Agent" named below and held in escrow by:
16* Escrow Agent's Name: SRQ Property Law, PLLC
17* Escrow Agent's Contact Person: Richard Lawrence, Esq.
18* Escrow Agent's Address: 1800 2nd Street, Suite 888, Sarasota, Florida 34236
19* Escrow Agent's Phone: 941-479-8500
20* Escrow Agent's Email: closings@srqpropertylaw.com
- 21* (a) Initial deposit (\$0 if left blank) (Check if applicable)
22* ☐ accompanies offer
23* ☒ will be delivered to Escrow Agent within 3 days (3 days if left blank)
24* after Effective Date \$ 0.00
- 25* (b) Additional deposit will be delivered to Escrow Agent (Check if applicable)
26* ☐ within ____ days (10 days if left blank) after Effective Date
27* ☐ within ____ days (3 days if left blank) after expiration of Due Diligence Period \$ _____
- 28* (c) Total Financing (see Paragraph 6) (express as a dollar amount or percentage) \$ _____
29* (d) Other: \$ _____
30* (e) Balance to close (not including Buyer's closing costs, prepaid items, and prorations)
31* to be paid at closing by wire transfer or other Collected funds \$ 1,200,000.00
- 32* (f) ☐ (Complete only if purchase price will be determined based on a per unit cost instead of a fixed price.) The
33* unit used to determine the purchase price is ☐ lot ☐ acre ☐ square foot ☐ other (specify): _____
34* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a
35* calculation of total area of the Property as certified to Seller and Buyer by a Florida licensed surveyor in
36* accordance with Paragraph 8(c). The following rights of way and other areas will be excluded from the
37* calculation: _____
- 38* **3. Time for Acceptance; Effective Date:** Unless this offer is signed by Seller and Buyer and an executed copy
39* delivered to all parties on or before February 28, 2022, this offer will be withdrawn and Buyer's deposit, if
40* any, will be returned. The time for acceptance of any counter-offer will be 3 days after the date the counter-offer is
41* delivered. The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer
42* has signed or initialed and delivered this offer or the final counter-offer.
- 43* **4. Closing Date:** This transaction will close on See Additional Terms ("Closing Date"), unless specifically
44* extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including,
45* but not limited to, Financing and Due Diligence periods. However, if the Closing Date occurs on a Saturday,
46* Sunday, or national legal holiday, it will extend to 5:00 p.m. (where the Property is located) of the next business
47* day. In the event insurance underwriting is suspended on Closing Date and Buyer is unable to obtain property
48* insurance, Buyer may postpone closing for up to 5 days after the insurance underwriting suspension is lifted. If
49* this transaction does not close for any reason, Buyer will immediately return all Seller provided documents and
50* other items.
- 51* **5. Extension of Closing Date:** If Paragraph 6(b) is checked and Closing Funds from Buyer's lender(s) are not
52* available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements

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- 53 ("CFPB Requirements), if applicable, then Closing Date shall be extended for such period necessary to satisfy
54 CFPB Requirements, provided such period shall not exceed 10 days.
- 55 **6. Financing: (Check as applicable)**
- 56* (a) ☒ **Buyer** will pay cash for the Property with no financing contingency.
- 57* (b) ☐ This Contract is contingent on **Buyer** qualifying for and obtaining the commitment(s) or approval(s)
58* specified below ("Financing") within _____ days after Effective Date (Closing Date or 30 days after Effective
59* Date, whichever occurs first, if left blank) ("Financing Period"). **Buyer** will apply for Financing within _____
60 days after Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial,
61 and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the
62 Financing within the Financing Period, either party may terminate this Contract and **Buyer's** deposit(s) will be
63 returned.
- 64* (1) ☐ **New Financing:** **Buyer** will secure a commitment for new third party financing for \$ _____
65* or _____% of the purchase price at (Check one) ☐ a fixed rate not exceeding _____% ☐ an
66* adjustable interest rate not exceeding _____% at origination (a fixed rate at the prevailing interest rate
67 based on **Buyer's** creditworthiness if neither choice is selected). **Buyer** will keep **Seller** and Broker fully
68 informed of the loan application status and progress and authorizes the lender or mortgage broker to
69 disclose all such information to **Seller** and Broker.
- 70* (2) ☐ **Seller Financing:** **Buyer** will execute a ☐ first ☐ second purchase money note and mortgage to
71* **Seller** in the amount of \$ _____, bearing annual interest at _____% and payable as follows:
72*
- 73 The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow
74 forms generally accepted in the county where the Property is located; will provide for a late payment fee
75 and acceleration at the mortgagee's option if **Buyer** defaults; will give **Buyer** the right to prepay without
76 penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on
77 conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to
78 keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller**
79 to obtain credit, employment, and other necessary information to determine creditworthiness for the
80 financing. **Seller** will, within 10 days after Effective Date, give **Buyer** written notice of whether or not **Seller**
81 will make the loan.
- 82* (3) ☐ **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to
83*
- 84* LN# _____ in the approximate amount of \$ _____ currently payable at
85* \$ _____ per month, including principal, interest, ☐ taxes and insurance, and having a
86* ☐ fixed ☐ other (describe) _____
87* interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage
88 will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase
89* **Seller's** escrow account dollar for dollar. If the interest rate upon transfer exceeds _____% or the
90* assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing
91 which this Contract will terminate; and **Buyer's** deposit(s) will be returned. If the lender disapproves
92 **Buyer**, this Contract will terminate; and **Buyer's** deposit(s) will be returned.
- 93* **7. Assignability: (Check one)** **Buyer** ☐ may assign and thereby be released from any further liability under this
94* Contract, ☐ may assign but not be released from liability under this Contract, or ☒ may not assign this Contract.
- 95* **8. Title:** **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
96* deed ☐ special warranty deed ☐ other (specify) _____, free of liens, easements,
97 and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
98 restrictions, and public utility easements of record; existing zoning and governmental regulations; and (list any
99* other matters to which title will be subject) _____
100 provided there exists at closing no violation of the foregoing.
- 101 (a) **Title Evidence:** The party who pays for the owner's title insurance policy will select the closing agent and pay
102 for the title search, including tax and lien search (including municipal lien search) if performed, and all other
103 fees charged by closing agent. **Seller** will deliver to **Buyer**, at
104* (Check one) ☒ **Seller's** ☐ **Buyer's** expense and
105* (Check one) ☒ within 20 days after Effective Date ☐ at least _____ days before Closing Date,
106 (Check one)
107* (1) ☒ a title insurance commitment by a Florida licensed title insurer setting forth those matters to be
108 discharged by **Seller** at or before closing and, upon **Buyer** recording the deed, an owner's policy in the

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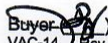
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- 109 amount of the purchase price for fee simple title subject only to the exceptions stated above. If **Buyer** is
 110 paying for the owner's title insurance policy and **Seller** has an owner's policy, **Seller** will deliver a copy to
 111 **Buyer** within 15 days after Effective Date.
- 112* (2) ☐ an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an
 113 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy
 114 acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will
 115 include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy
 116 effective date and certified to **Buyer** or **Buyer's** closing agent together with copies of all documents
 117 recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller**,
 118 then (1) above will be the title evidence.
- 119* (b) **Title Examination:** After receipt of the title evidence, **Buyer** will, within 10 days (10 days if left blank) but
 120 no later than Closing Date, deliver written notice to **Seller** of title defects. Title will be deemed acceptable to
 121 **Buyer** if (i) **Buyer** fails to deliver proper notice of defects or (ii) **Buyer** delivers proper written notice and **Seller**
 122* cures the defects within 30 days (30 days if left blank) ("Cure Period") after receipt of the notice. If the
 123 defects are cured within the Cure Period, closing will occur within 10 days after receipt by **Buyer** of notice of
 124 such cure. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within
 125 the Cure Period. If the defects are not cured within the Cure Period, **Buyer** will have 10 days after receipt of
 126 notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject
 127 to existing defects and close the transaction without reduction in purchase price.
- 128 (c) **Survey:** **Buyer** may, at **Buyer's** expense, have the Property surveyed and must deliver written notice to
 129 **Seller**, within 5 days after receiving survey but not later than 5 days before Closing Date, of any
 130 encroachments on the Property, encroachments by the Property's improvements on other lands, or deed
 131 restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a
 132 title defect and **Seller's** and **Buyer's** obligations will be determined in accordance with Paragraph 8(b).
 133 (d) **Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.
- 134 9. **Property Condition:** **Seller** will deliver the Property to **Buyer** at closing in its present "as is" condition, with
 135 conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will not engage in or
 136 permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.
- 137 (a) **Inspections: (Check (1) or (2))**
- 138* (1) ☒ **Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 60 days (30 days if left blank)
 139 ("Due Diligence Period") after Effective Date and in **Buyer's** sole and absolute discretion, determine
 140 whether the Property is suitable for **Buyer's** intended use. During the Due Diligence Period, **Buyer** may
 141 conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations
 142 ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's
 143 engineering, architectural, and environmental properties; zoning and zoning restrictions; subdivision
 144 statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with
 145 local, state, and regional growth management plans; availability of permits, government approvals, and
 146 licenses; and other inspections that **Buyer** deems appropriate. If the Property must be rezoned, **Buyer** will
 147 obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is
 148 required to file in connection with development or rezoning approvals. **Seller** gives **Buyer**, its agents,
 149 contractors, and assigns, the right to enter the Property at any time during the Due Diligence Period for the
 150 purpose of conducting Inspections, provided, however, that **Buyer**, its agents, contractors, and assigns
 151 enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller**
 152 harmless from losses, damages, costs, claims, and expenses of any nature, including attorneys' fees,
 153 expenses, and liability incurred in application for rezoning or related proceedings, and from liability to any
 154 person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will
 155 not engage in any activity that could result in a construction lien being filed against the Property without
 156 **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (i) repair
 157 all damages to the Property resulting from the Inspections and return the Property to the condition it was in
 158 before conducting the Inspections and (ii) release to **Seller** all reports and other work generated as a
 159 result of the Inspections.
- 160 Before expiration of the Due Diligence Period, **Buyer** must deliver written notice to **Seller** of **Buyer's**
 161 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice
 162 requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is"
 163 condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to
 164 **Seller**, this Contract will be deemed terminated, and **Buyer's** deposit(s) will be returned.

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- 165* (2) ☐ **No Due Diligence Period:** Buyer is satisfied that the Property is suitable for Buyer's purposes,
 166 including being satisfied that either public sewerage and water are available to the Property or the
 167 Property will be approved for the installation of a well and/or private sewerage disposal system and that
 168 existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions,
 169 concurrency, growth management, and environmental conditions, are acceptable to Buyer. This Contract
 170 is not contingent on Buyer conducting any further investigations.
- 171 (b) **Government Regulations:** Changes in government regulations and levels of service which affect Buyer's
 172 intended use of the Property will not be grounds for terminating this Contract if the Due Diligence Period has
 173 expired or if Paragraph 9(a)(2) is selected.
- 174 (c) **Flood Zone:** Buyer is advised to verify by survey, with the lender, and with appropriate government agencies
 175 which flood zone the Property is in, whether flood insurance is required, and what restrictions apply to
 176 improving the Property and rebuilding in the event of casualty.
- 177 (d) **Coastal Construction Control Line ("CCCL"):** If any part of the Property lies seaward of the CCCL as
 178 defined in Section 161.053, Florida Statutes, Seller will provide Buyer with an affidavit or survey as required
 179 by law delineating the line's location on the Property, unless Buyer waives this requirement in writing. The
 180 Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that
 181 govern coastal property, including delineation of the CCCL, rigid coastal protection structures, beach
 182 nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida
 183 Department of Environmental Protection, including whether there are significant erosion conditions associated
 184 with the shore line of the Property being purchased.
- 185* ☐ Buyer waives the right to receive a CCCL affidavit or survey.

186 **10. Closing Procedure; Costs:** Closing will take place in the county where the Property is located and may be
 187 conducted by mail or electronic means. If title insurance insures Buyer for title defects arising between the title
 188 binder effective date and recording of Buyer's deed, closing agent will disburse at closing the net sale proceeds to
 189 Seller (in local cashier's check if Seller requests in writing at least 5 days before closing) and brokerage fees to
 190 Broker as per Paragraph 21. In addition to other expenses provided in this Contract, Seller and Buyer will pay the
 191 costs indicated below.

192 (a) **Seller Costs:**

193 Taxes on deed
 194 Recording fees for documents needed to cure title
 195 Title evidence (if applicable under Paragraph 8)
 196 Estoppel Fee(s)
 197* Other: _____

198 (b) **Buyer Costs:**

199 Taxes and recording fees on notes and mortgages
 200 Recording fees on the deed and financing statements
 201 Loan expenses
 202 Title evidence (if applicable under Paragraph 8)
 203 Lender's title policy at the simultaneous issue rate
 204 Inspections
 205 Survey
 206 Insurance
 207* Other: _____

208 (c) **Prorations:** The following items will be made current and prorated as of the day before Closing Date: real
 209 estate taxes (including special benefit tax liens imposed by a CDD), interest, bonds, assessments, leases, and
 210 other Property expenses and revenues. If taxes and assessments for the current year cannot be determined,
 211 the previous year's rates will be used with adjustment for any exemptions.

212 (d) **Special Assessment by Public Body:** Regarding special assessments imposed by a public body, Seller will
 213 pay (i) the full amount of liens that are certified, confirmed, and ratified before closing and (ii) the amount of the
 214 last estimate of the assessment if an improvement is substantially completed as of Effective Date but has not
 215 resulted in a lien before closing; and Buyer will pay all other amounts. If special assessments may be paid in
 216* installments, ☐ Seller ☒ Buyer (Buyer if left blank) will pay installments due after closing. If Seller is
 217 checked, Seller will pay the assessment in full before or at the time of closing. Public body does not include a
 218 Homeowners' or Condominium Association.

219 (e) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT
 220 PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO
 221 PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY

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222 IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER
 223 PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE
 224 COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

225 (f) **Foreign Investment in Real Property Tax Act ("FIRPTA"):** If **Seller** is a "foreign person" as defined by
 226 FIRPTA, **Seller** and **Buyer** will comply with FIRPTA, which may require **Seller** to provide additional cash at
 227 closing.

228 (g) **1031 Exchange:** If either **Seller** or **Buyer** wish to enter into a like-kind exchange (either simultaneously with
 229 closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate
 230 in all reasonable respects to effectuate the Exchange including executing documents, provided, however, that
 231 the cooperating party will incur no liability or cost related to the Exchange and that the closing will not be
 232 contingent upon, extended, or delayed by the Exchange.

233 **11. Computation of Time:** Calendar days will be used when computing time periods, except time periods of 5 days
 234 or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 235 holidays specified in 5 U.S.C. 6103(a). Other than time for acceptance and Effective Date as set forth in Paragraph
 236 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or
 237 inserted herein, which shall end or occur on a Saturday, Sunday, or national legal holiday (see 5 U.S.C. 6103)
 238 shall extend until 5:00 p.m. (where the Property is located) of the next business day. **Time is of the essence in**
 239 **this Contract.**

240 **12. Risk of Loss; Eminent Domain:** If any portion of the Property is materially damaged by casualty before closing
 241 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain
 242 proceedings or an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may
 243 terminate this Contract by written notice to the other within 10 days after **Buyer's** receipt of **Seller's** notification,
 244 and **Buyer's** deposit(s) will be returned, failing which **Buyer** will close in accordance with this Contract and receive
 245 all payments made by the governmental authority or insurance company, if any.

246 **13. Force Majeure:** **Seller** or **Buyer** will not be required to perform any obligation under this Contract or be liable to
 247 each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or
 248 prevented by an act of God or force majeure. An "act of God or "force majeure" is defined as hurricanes,
 249 earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably
 250 within the control of **Seller** or **Buyer** and which by the exercise of due diligence the non-performing party is unable
 251 in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period
 252 that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event
 253 continues beyond 30 days, either party may terminate this Contract by delivering written notice to the other; and
 254 **Buyer's** deposit(s) will be returned.

255 **14. Notices:** All notices will be in writing and delivered to the parties and Broker by mail, personal delivery, or
 256 electronic means. **Buyer's failure to timely deliver written notice to Seller, when such notice is required by**
 257 **this Contract, regarding any contingency will render that contingency null and void, and this Contract will**
 258 **be construed as if the contingency did not exist. Any notice, document, or item delivered to or received by**
 259 **an attorney or licensee (including a transactions broker) representing a party will be as effective as if**
 260 **delivered to or received by that party.**

261 **15. Complete Agreement; Persons Bound:** This Contract is the entire agreement between **Seller** and **Buyer**.
 262 **Except for brokerage agreements, no prior or present agreements will bind Seller, Buyer, or Broker unless**
 263 **incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or
 264 initialed, and delivered by the party to be bound. Electronic signatures will be acceptable and binding. This
 265 Contract, signatures, initials, documents referenced in this Contract, counterparts, and written modifications
 266 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding.
 267 Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any
 268 provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully
 269 effective. **Seller** and **Buyer** will use diligence and good faith in performing all obligations under this Contract. This
 270 Contract will not be recorded in any public record. The terms "**Seller**," "**Buyer**," and "**Broker**" may be singular or
 271 plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if
 272 permitted, of **Seller**, **Buyer**, and **Broker**.

273 **16. Default and Dispute Resolution:** This Contract will be construed under Florida law. This Paragraph will survive
 274 closing or termination of this Contract.

275 (a) **Seller Default:** If **Seller** fails, neglects, or refuses to perform **Seller's** obligations under this Contract, **Buyer**
 276 may elect to receive a return of **Buyer's** deposit(s) without thereby waiving any action for damages resulting

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277 from **Seller's** breach and may seek to recover such damages or seek specific performance. **Seller** will also be
 278 liable for the full amount of the brokerage fee.

279 (b) **Buyer Default:** If **Buyer** fails, neglects, or refuses to perform **Buyer's** obligations under this Contract,
 280 including payment of deposit(s), within the time(s) specified, **Seller** may elect to recover and retain the
 281 deposit(s), paid and agreed to be paid, for the account of **Seller** as agreed upon liquidated damages,
 282 consideration for execution of this Contract, and in full settlement of any claims, whereupon **Seller** and **Buyer**
 283 will be relieved from all further obligations under this Contract; or **Seller**, at **Seller's** option, may proceed in
 284 equity to enforce **Seller's** rights under this Contract.

285 17. **Attorney's Fees; Costs:** In any litigation permitted by this Contract, the prevailing party shall be entitled to
 286 recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting
 287 the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

288 18. **Escrow Agent; Closing Agent:** **Seller** and **Buyer** authorize Escrow Agent and closing agent (collectively
 289 "Agent") to receive, deposit, and hold funds and other items in escrow and, subject to Collection, disburse them
 290 upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing
 291 brokerage fees. "Collection" or "Collected" means any checks tendered or received have become actually and
 292 finally collected and deposited in the account of Agent. The parties agree that Agent will not be liable to any person
 293 for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this
 294 Contract or gross negligence. If Agent interpleads the subject matter of the escrow, Agent will pay the filing fees
 295 and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed
 296 funds or equivalent and charged and awarded as court costs in favor of the prevailing party.

297 19. **Professional Advice; Broker Liability:** Broker advises **Seller** and **Buyer** to verify all facts and representations
 298 that are important to them and to consult an appropriate professional for legal advice (for example, interpreting this
 299 Contract, determining the effect of laws on the Property and this transaction, status of title, foreign investor
 300 reporting requirements, the effect of property lying partially or totally seaward of the CCCL, etc.) and for tax,
 301 property condition, environmental, and other specialized advice. **Buyer** acknowledges that all representations
 302 (oral, written, or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely**
 303 **solely on Seller, professional inspectors, and government agencies for verification of the Property**
 304 **condition and facts that materially affect Property value.** **Seller** and **Buyer** respectively will pay all costs and
 305 expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors,
 306 agents, and employees in connection with or arising from **Seller's** or **Buyer's** misstatement or failure to perform
 307 contractual obligations. **Seller** and **Buyer** hold harmless and release Broker and Broker's officers, directors,
 308 agents, and employees from all liability for loss or damage based on (i) **Seller's** or **Buyer's** misstatement or failure
 309 to perform contractual obligations; (ii) the use or display of listing data by third parties, including, but not limited to,
 310 photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, and remarks related
 311 to the Property; (iii) Broker's performance, at **Seller's** or **Buyer's** request, of any task beyond the scope of
 312 services regulated by Chapter 475, Florida Statutes, as amended, including Broker's referral, recommendation, or
 313 retention of any vendor; (iv) products or services provided by any vendor; and (v) expenses incurred by any
 314 vendor. **Seller** and **Buyer** each assume full responsibility for selecting and compensating their respective vendors.
 315 This Paragraph will not relieve Broker of statutory obligations. For purposes of this Paragraph, Broker will be
 316 treated as a party to this Contract. This Paragraph will survive closing.

317 20. **Commercial Real Estate Sales Commission Lien Act:** If the Property is commercial real estate as defined by
 318 Section 475.701, Florida Statutes, the following disclosure will apply: The Florida Commercial Real Estate Sales
 319 Commission Lien Act provides that when a broker has earned a commission by performing licensed services
 320 under a brokerage agreement with you, the broker may claim a lien against your net sales proceeds for the
 321 broker's commission. The broker's lien rights under the act cannot be waived before the commission is earned.

322 21. **Brokers:** The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to**
 323 **closing agent:** **Seller** and **Buyer** direct Closing Agent to disburse at Closing the full amount of the brokerage
 324 fees as specified in separate brokerage agreements with the parties and cooperative agreements between the
 325 Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Paragraph will not be
 326 used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

327*

N/A

328

Seller's Sales Associate/License No.

N/A

Buyer's Sales Associate/License No.

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329* N/A
 330 Seller's Sales Associate Email Address
 331 N/A
 332* N/A
 333 Seller's Sales Associate Phone Number
 334 N/A
 335* N/A
 336 Listing Brokerage
 337 N/A
 338 Listing Brokerage Address
 339* N/A
Buyer's Sales Associate Email Address
Buyer's Sales Associate Phone Number
Buyer's Brokerage
Buyer's Brokerage Address

340 **22. Addenda:** The following additional terms are included in the attached addenda and incorporated into this Contract
 341 (Check if applicable):
 342* ☐ A. Back-up Contract
 343* ☐ B. Kick Out Clause
 344* ☐ C. Other _____

345* **23. Additional Terms:**
 346 This Contract is subject to approval by Buyer's village council. If this Contract is not approved by the council
 347 within 30 days after the last to sign of Seller and Buyer's Village Manager, it shall become null and void.
 348 The Closing Date of this Contract will be the first business day to occur that is at least 25 calendar days following
 349 the expiration of the Due Diligence Period.
 350 Seller will have the right to allocate the total Purchase Price between the three parcels that make up the Property,
 351 and the allocation will be reflected on the closing statement at the closing of the Contract.
 352 _____
 353 _____
 354 _____
 355 _____
 356 _____
 357 _____
 358 _____
 359 _____
 360 _____

COUNTER-OFFER/REJECTION

362* ☐ Seller counters Buyer's offer (to accept the counter-offer, Buyer must sign or initial the counter-offered terms and
 363 deliver a copy of the acceptance to Seller).
 364* ☐ Seller rejects Buyer's offer

365 **This is intended to be a legally binding Contract. If not fully understood, seek the advice of an attorney before**
 366 **signing.**

367* Village of Estero, a Florida municipality
 368* Buyer: Steve Sarkozy Date: 2/24/2022

369* Buyer: _____ Date: _____
 370* Print name: _____

371 Buyer's address for purpose of notice: _____
 372* Address: _____

373* Phone: _____ Fax: _____ Email: _____

374* Seller: Old Town Preservation & Management, Inc. Date: 2/25/2022

375* Print name: _____

376* Seller: _____ Date: _____

377* Print name: _____

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378 **Seller's address for purpose of notice:**

379* Address: _____

380* Phone: _____ Fax: _____ Email: _____

381* **Effective Date:** 2/25/2022 **(The date on which the last party signed or initialed and delivered the**
 382 **final offer or counter-offer.)**

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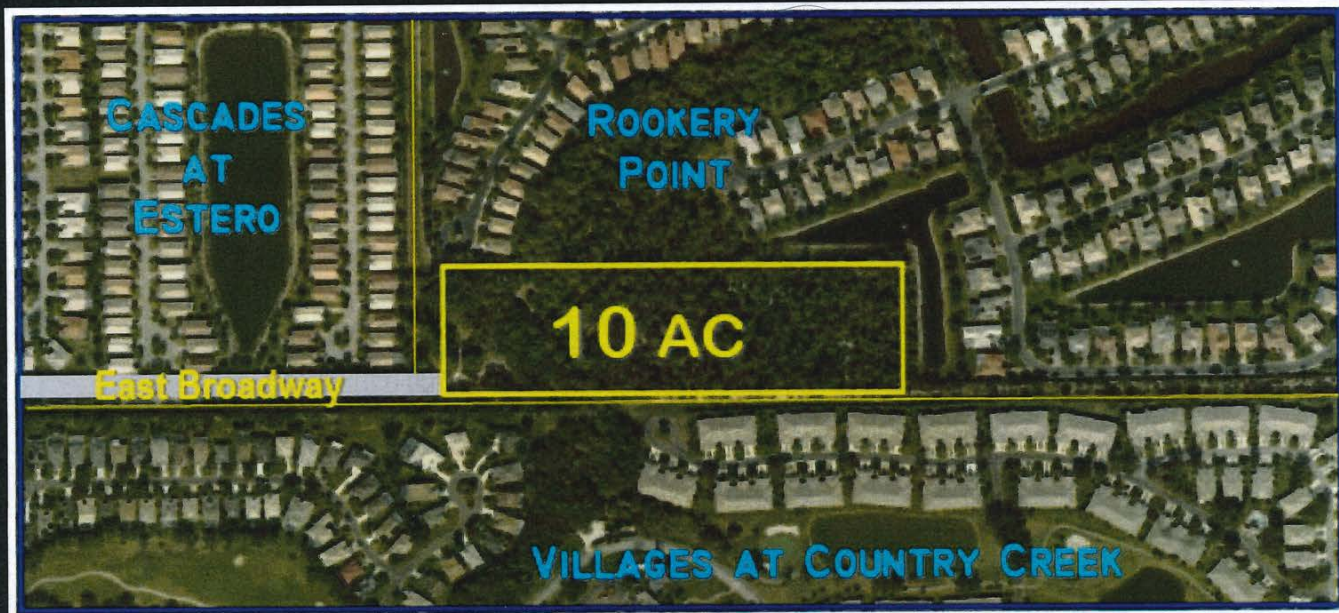
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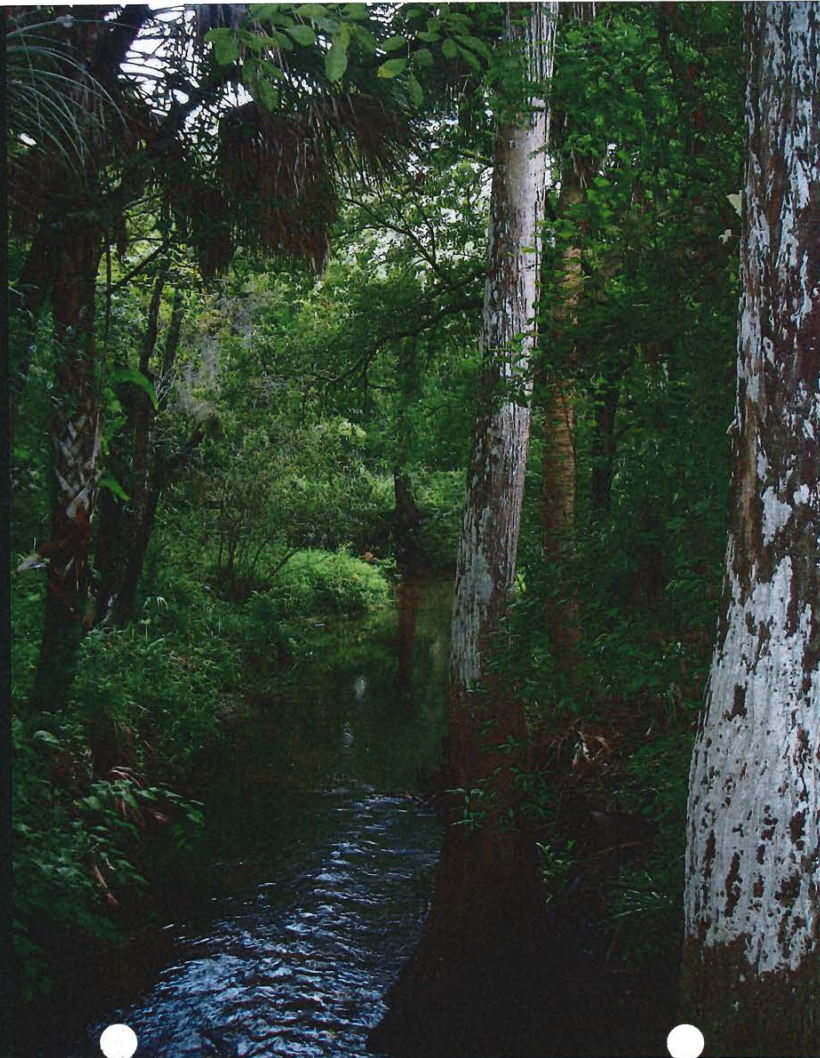
River Oaks

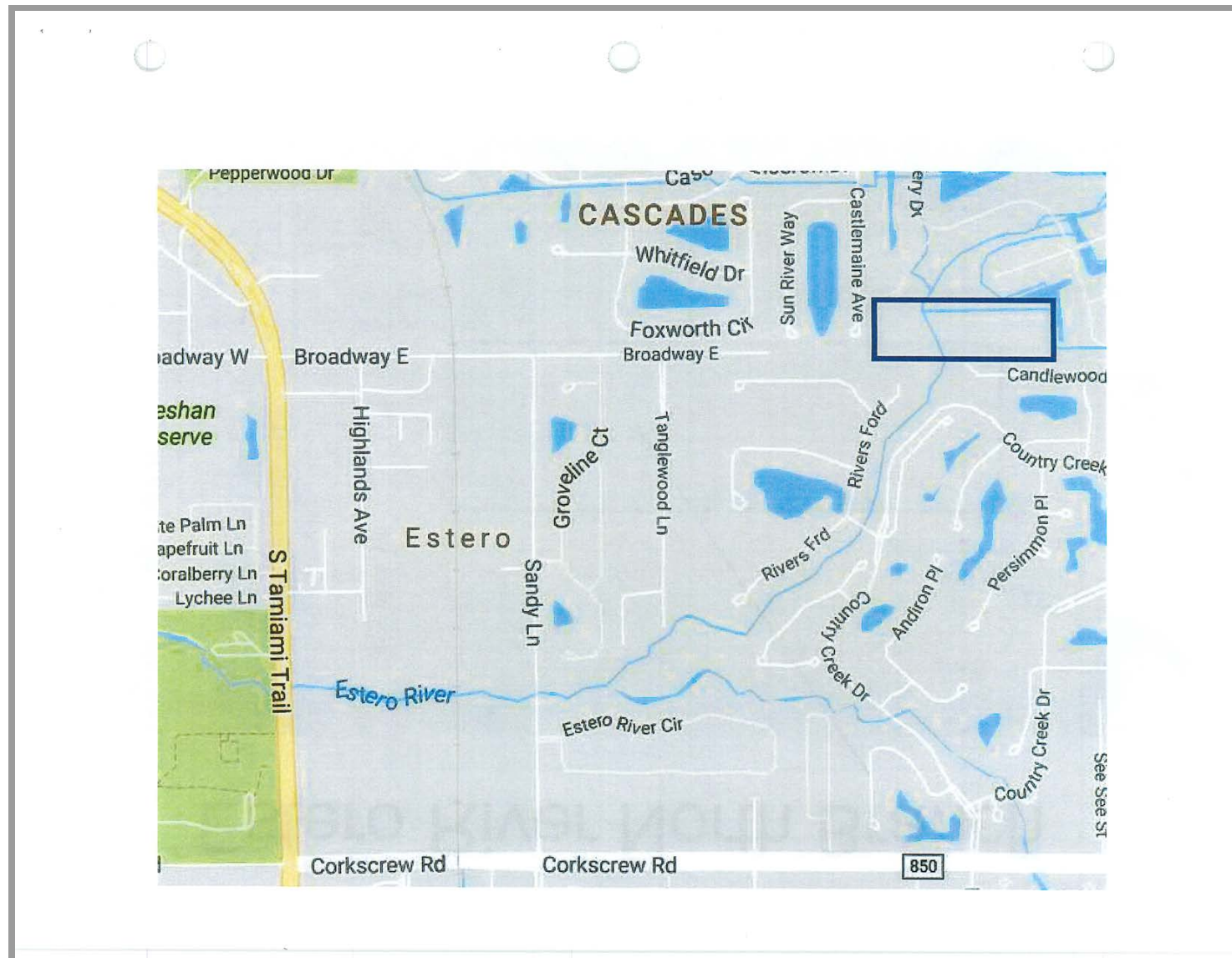
River Oaks is 10 Acres of secluded, pristine property at the East end of Broadway. It is quietly nestled between the neighborhoods of the Cascades, Rookery Point, and the Villages at Country Creek.



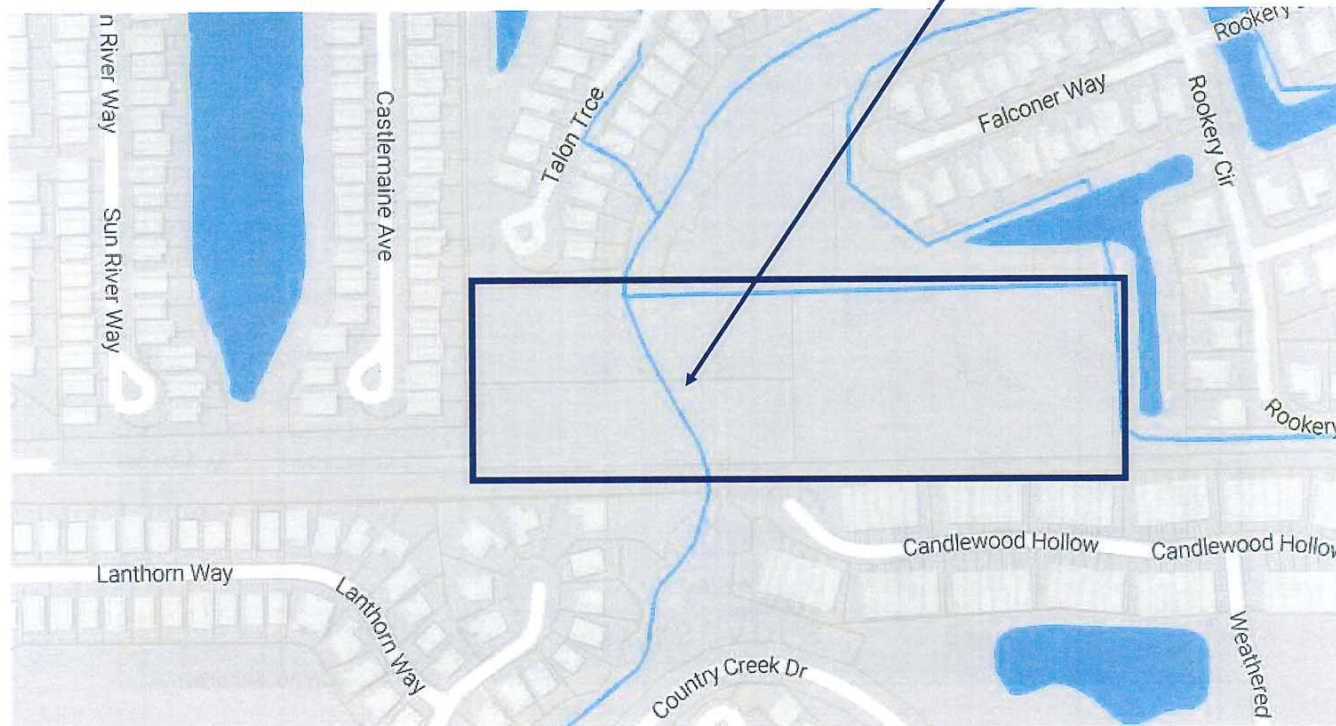


Natural Beauty

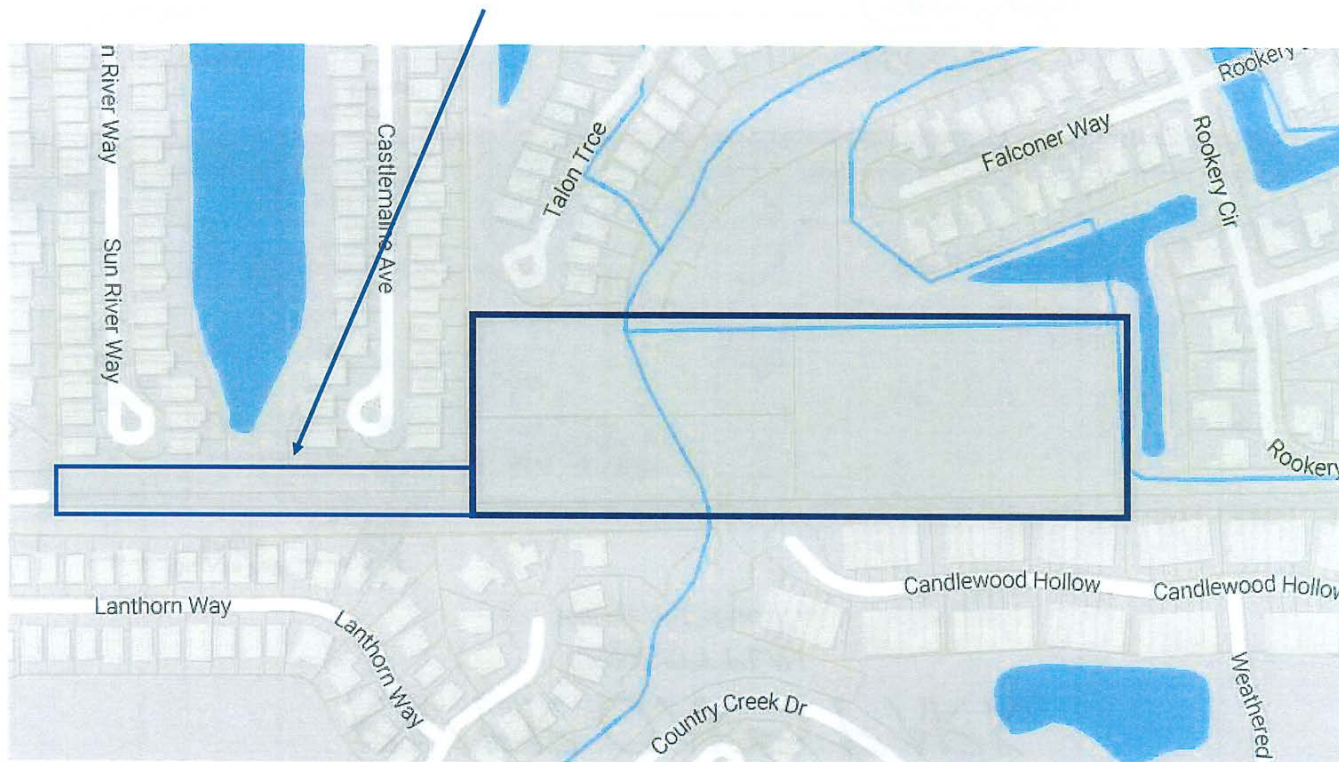


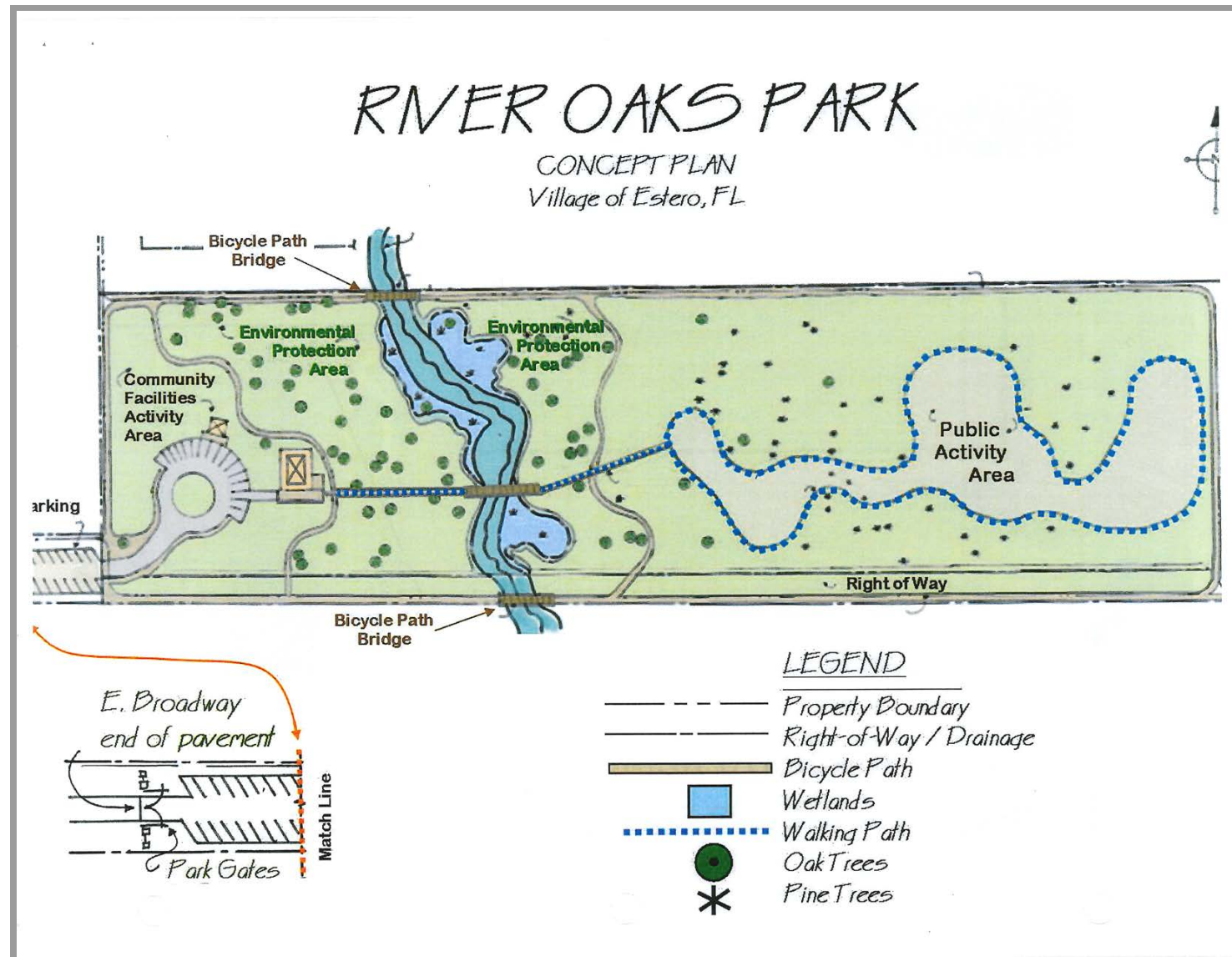


Estero River North Branch



The Village Already Owns a Nearly 500ft-long piece of Unpaved roadway Adjacent to the site

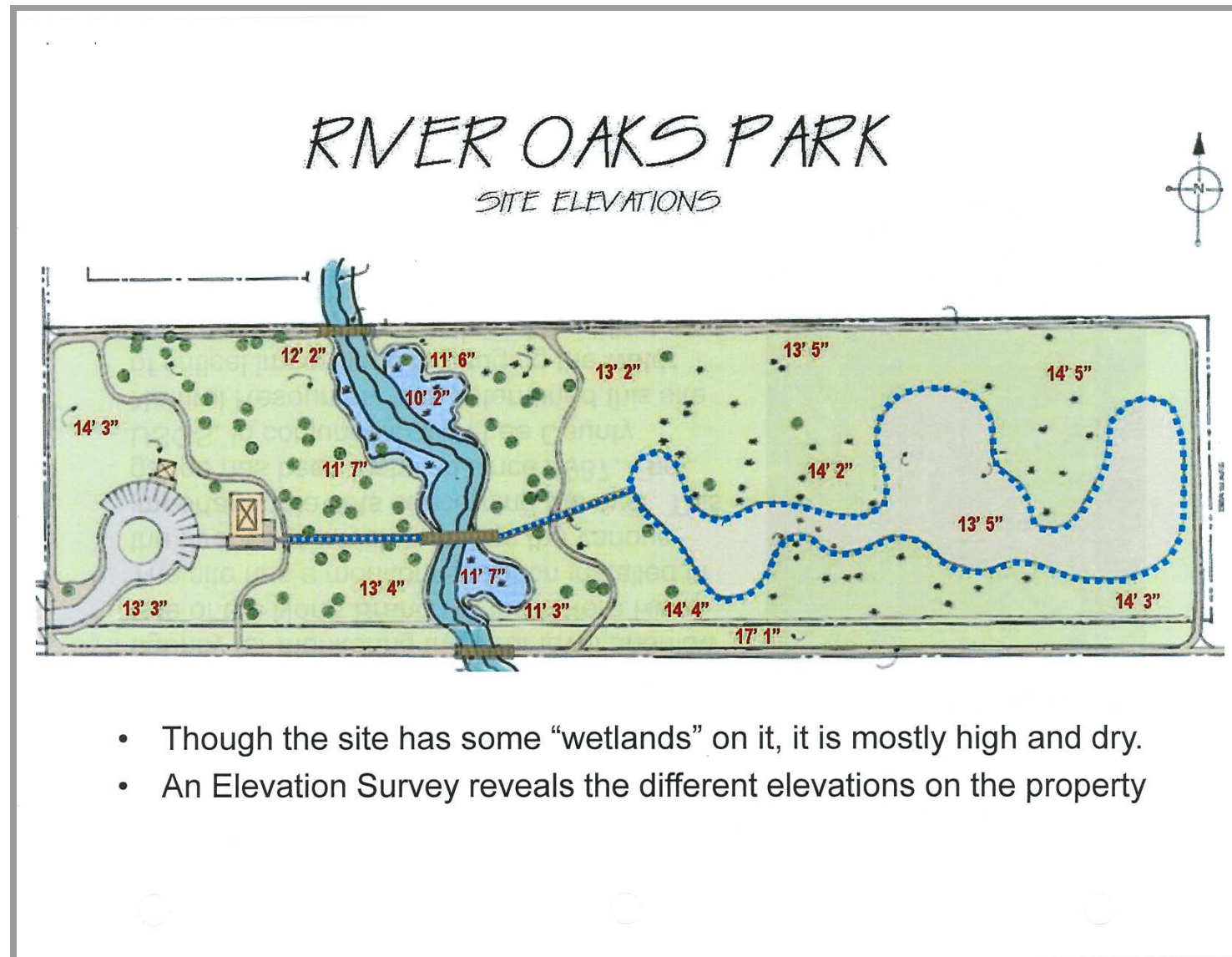




USGS Monitoring Station

The current owner has given access to the USGS (United States Geological Survey) agency for monitoring the river level and flow rate of the North Branch of the Estero River. The site has a monitoring station installed in the river edge which monitors the various important data sets concerning the river. This gauge has been installed since 1987. The USGS, in conjunction with Lee County Natural Resources, has determined this site of critical importance in gauging the water level and flow of this section of the tributary Estero river. At this point of the river, the width and banks of the river are in its natural and original state without ever being modified or excavated.





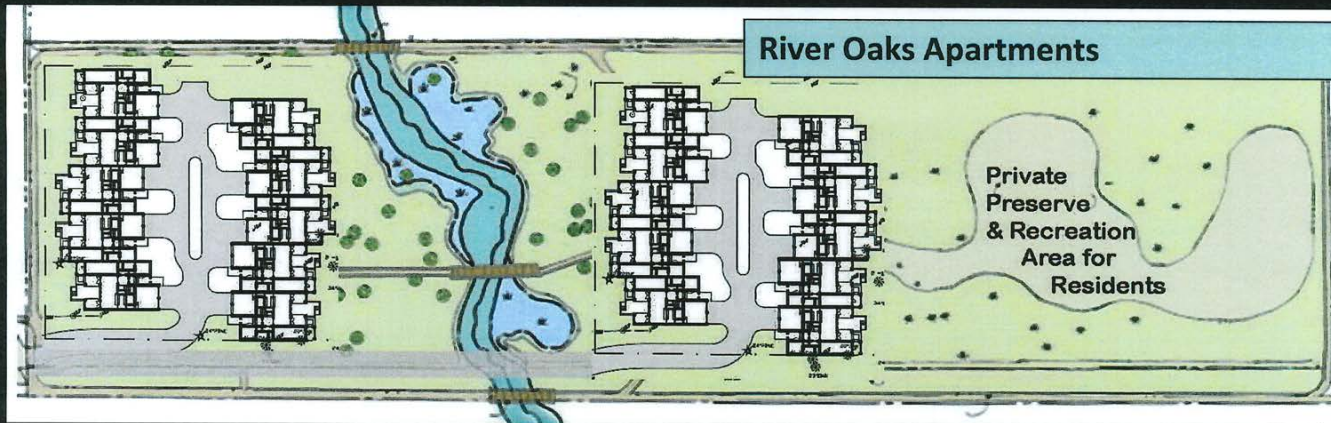
No History of Flooding

- The property was acquired in 2003 by the current owner. There was a house on the property and tenants in the house until 2008.
- **NO EVIDENCE OF FLOODING:** In no instance was the house ever at risk of flooding. They observed high water periods when a small section of the banks of the Estero river overtopped the banks, and the water pooled in a sandy section of the northwest section of the river near the gauging station and the southeast section of the river.
- **CONFLICTING DATA:** Although the topographical height measurements above sea level show some sections East of the river at heights of 11.7', 12.7', 13.5', in no observable instance was there standing or flood stage water pooling in these areas EVEN when the USGS river gauge showed a water level above 13.5 in October of 2003 – OR during high water events in subsequent years. Measured data and field conditions can often show conflicting realities.

The Former Home



Property Suited for Multi-Family



"We believe the flood zone maps overlaid on this entire area are not accurate to field conditions when high water marks are reached. In such cases, many of the homes that already exists in the area would have flooded in the past 15 years, which has not been the case. As a developer, we carefully evaluate each parcel we acquire for development purposes and work through an efficient entitlement process with the best qualified engineers and land planners we identify. We are confident this parcel remains an excellent development site for multi-family homes or single family homes."

-Current Owner/Developer

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 16, 2022

Agenda Item:

Motion to Approve the First Addendum to Ordinance 2021-09 Peoples Gas System, Inc. "(TECO)" Franchise Agreement

Background:

A natural gas franchise agreement with Peoples Gas System, a Division of Tampa Electric Company "(TECO)" was approved by the Village Council on July 21, 2021 (Ordinance 2021-09). The Ordinance 2021-09 inadvertently was not sent to TECO in the allotted time required to be implemented. The Village Attorney has advised that, in order to implement the agreement an addendum is needed. The first addendum is attached.

Description:

The addendum to the franchise agreement will create an effective date and allow the Village to begin collecting the franchise fees. Once implemented, Peoples Gas System, a Division of Tampa Electric Company "(TECO)" will pay to the Village a franchise fee equal to 6 percent of gross revenues for all TECO customers within the Village limits.

Action Requested:

Motion to Approve the First Addendum to Ordinance 2021-09 Peoples Gas System, Inc. "(TECO)" Franchise Agreement

Financial Impact:

No cost to the Village other than a minor cost associated with advertising the Ordinance for second reading. Estimated revenues to the Village are \$60,000 annually.

Attachment:

1. First Addendum to Ordinance 2021-09 Peoples Gas System, Inc. "(TECO)" Franchise Agreement
2. Ordinance 2021-09

First Addendum to TECO Franchise Agreement

THIS ADDENDUM TO THE FRANCHISE AGREEMENT, ("Addendum") is made and entered into this ____ day of _____ 2022 by and between the Village of Estero ("Village"), a Florida municipal corporation, and Peoples Gas System, Inc. ("TECO"), a Florida for-profit corporation, and collectively referred to as the "Parties."

WHEREAS, it was the intent of the Village and Peoples Gas to enter into a binding franchise agreement; and

WHEREAS, on July 21, 2021 the Village Council adopted Ordinance 2021-09 (the "Agreement") granting TECO a 20 year gas franchise within the Village limits, however TECO did not accept the terms within 60 days as provided in the Ordinance; and

WHEREAS, the Village and TECO hereby wish to further address issues related to the Ordinance and Agreement as provided herein.

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

A. Franchise Agreement. Notwithstanding the provisions of Section 19 of the Agreement, TECO hereby accepts and affirms all provisions of the Agreement which is hereby incorporated by reference as if set forth fully herein.

B. Effective Date. This Addendum shall become effective as of the date of so indicated above.

C.

IN WITNESS WHEREOF, THIS ADDENDUM has been executed by the parties herein:

Attest:

VILLAGE OF ESTERO, FLORIDA

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

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

PEOPLES GAS SYSTEMS, INC.

Witness #1 Signature By: _____

Witness #1 Printed Name Its: _____

Witness #2 Signature

Witness #2 Printed Name

State of Florida
County of _____

The foregoing instrument was acknowledged before me this
_____ day of _____, 2022 by _____ as
_____, on behalf of the Peoples Gas System, Inc. who is personally
known to me _____ or has produced _____ as identification.

[SEAL]

Notary Public Signature

Printed Name

Notary Expiration

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2021 - 09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, GRANTING TO PEOPLES GAS SYSTEM, A DIVISION OF TAMPA ELECTRIC COMPANY, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE NATURAL GAS FRANCHISE AGREEMENT TO USE THE PUBLIC RIGHTS OF WAY OF THE VILLAGE OF ESTERO, FLORIDA, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH SAID FRANCHISE MAY BE EXERCISED; MAKING FINDINGS; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Peoples Gas System and the Village of Estero desire to enter into a franchise agreement for up to twenty (20) years commencing from the date provided herein; and

WHEREAS, the Village Council finds that it is in the public interest of its citizens to enter into a new franchise agreement with Peoples Gas System.

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

Section 1. DEFINITIONS

For the purposes of this Ordinance, the following terms shall have the meaning given herein.

- A. "Customer" shall mean any person served by the Company within the corporate limits of the municipality.
- B. "Village" shall mean the Village of Estero, Lee County, Florida, its successor and assigns.
- C. "Company" shall mean Peoples Gas System, a division of Tampa Electric Company, a Florida corporation, its successors and assigns.
- D. "Distribution System" shall mean any and all transmission pipe lines, main pipe lines and service lines, together with all tubes, traps, vents, vaults, manholes, meters, gauges, regulators, valves, conduits, attachments, structures and other appurtenances, as are used or useful in the sale, distribution, transportation or delivery of Natural Gas and as are situated within the corporate limits of the Village.

- 44 E. "Effective Date" shall mean the date this Franchise becomes effective as
45 described in Section 19 below.
- 46 F. "Franchise" or "Franchise Agreement" shall mean this agreement as passed
47 and adopted by the Village and accepted by the Company as provided in
48 Section 19 below.
- 49 G. "FPSC" shall mean the Florida Public Service Commission or any successor
50 agency.
- 51 H. "Gross Revenues" shall mean all revenues (as defined by the Florida Public
52 Service Commission) received by the Company from any customer from the
53 sale of Gas.
- 54 I. "Person" shall mean any individual, firm, partnership, estate, corporation,
55 company or other entity, including, but not limited to, any government entity.
- 56 J. "Natural Gas" or "Gas" shall mean natural gas and/or manufactured gas
57 and/or a mixture of gases which is distributed in pipes and measured by meter
58 on the Customer's premises. It shall not mean propane gas or liquefied
59 petroleum gas (commonly referred to as "bottled gas").
- 60 K. "Right-of-way" means any street, road, lane, highway, avenue, boulevard,
61 alley, waterway, bridge, easement, public place, or other right-of-way that is
62 owned by the Village.

63
64 **Section 2. GRANT**
65

66 The Village hereby grants to the Company the non-exclusive right, privilege, and
67 franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-
68 way, as they now exist or may be hereafter constructed, opened, laid out or extended within
69 the present incorporated limits of the Village, or in such territory as may be hereafter added or
70 annexed to, or consolidated with the Village, a Distribution System subject to the terms and
71 conditions herein contained.

72
73 **Section 3. TERM**
74

75 Except as provided in Section 15, the Franchise hereby granted shall be for an initial
76 period of ten (10) years from the effective date of this ordinance. The Franchise will
77 automatically renew for up to two (2) successive five (5) year periods unless either party
78 provides the other with written notice of its desire not to renew at least ninety (90) days prior
79 to the commencement of each new period.

80
81 **Section 4. ASSIGNMENT**
82

83 A. The Franchise hereby granted shall not be leased, assigned or otherwise
84 alienated or disposed of except with the prior express written consent of the Village, which
85 shall not be unreasonably withheld or unduly delayed. No assignment shall be allowed without
86 the assignee assuming the terms of the Franchise Agreement with the Village.

87 B. Notwithstanding the foregoing, the Company may, without the consent of the
 88 Village, lease, assign or otherwise alienate and transfer this Franchise in connection with the
 89 lease or sale of the Distribution System or upon its merger or consolidation with, or transfer
 90 to, a corporation engaged in similar business (including an affiliate or subsidiary of the
 91 Company), or pledge or mortgage of such Franchise in connection with the physical property
 92 owned and used by it in the operation of the Distribution System for the purpose of securing
 93 payment of monies borrowed by the Company.

94 **Section 5.** **VILLAGE COVENANT**

95
 96 As a further consideration for this Franchise Agreement, the Village covenants and
 97 agrees that it will not, during the term of this Franchise Agreement or any extension thereof,
 98 engage in the business of distributing or selling Natural Gas within the corporate limits of the
 99 Village, as modified, during the term of this Franchise Agreement.

100 **Section 6.** **USE OF STREETS**

101
 102 The Distribution System shall be erected, placed, or laid in such manner as will,
 103 consistent with necessity, least interfere with other public uses of the Rights-of-way, and said
 104 Right-of-way shall not be unnecessarily obstructed, and before, except in an emergency
 105 situation, the Company makes any excavation or disturbs the surface of any of the Rights-of-
 106 way, it shall make application for a permit to the appropriate Village authority. The Village
 107 shall issue or, if applicable, deny permits within ten (10) business days of application by the
 108 Company. In consideration of the franchise fees contemplated in this agreement, the Village
 109 shall not charge the Company any fees for the issuance of such permits. The Company shall,
 110 with due diligence and dispatch, place such Right-of-way in as good a condition as before such
 111 excavation or disturbance was made; provided, however, that should the Company fail, within
 112 ten (10) days of its receipt of written notice from the Village, to restore such Right-of-way,
 113 then the Village may undertake such restoration (other than any restoration work on the
 114 Distribution System) and charge the reasonable cost thereof to the Company.

115 To the extent consistent with Florida law, the Company hereby agrees to abide by all
 116 the rules and regulations and ordinances which the Village has passed or might pass in the
 117 future, in the exercise of its police power, provided, however, that the Village shall not pass
 118 any ordinance or regulation that results in a material change to the rights or obligations of the
 119 Company under the Franchise Agreement.

120 **Section 7.** **MAINTENANCE**

121
 122 All such components of the Distribution System of the Company located within the
 123 Village shall be installed and maintained in accordance with accepted good practice and in
 124 accordance with the orders, rules, and regulations of the Florida Public Service Commission.

125 **Section 8.** **LAYING OF PIPE**

126
 127
 128
 129

130 All components of the Distribution System shall be laid consistent with all applicable
 131 codes, rules, regulations and laws, including, to the extent consistent with all applicable codes,
 132 rules, regulations and laws, specifications contained in Village permits.

133
 134 **Section 9. CONSTRUCTION WORK**

135 The Village reserves the right to permit to be laid electric conduits, water and gas pipes
 136 and lines, cables, sewers, and to do and permit to be done any underground work that may be
 137 deemed necessary or proper by the Village in, across, along, or under any Right-of-way.
 138 Whenever, by reason of establishing a grade or by reason of changes in the grade of any Right-
 139 of-way, or by reason of the widening, grading, paving, or otherwise improving present or future
 140 Rights-of-way, or in the location or manner of construction of any water pipes, electric
 141 conduits, sewers, or other underground structure located within the Rights-of-way, it shall be
 142 deemed necessary by the Village to remove, relocate, or disconnect any portion of the
 143 Distribution System of the Company hereto for such public purpose, such removal, relocation,
 144 or disconnection shall be made by the Company as ordered in writing by the Village without
 145 claim for reimbursement. If the Village shall require the Company to remove, relocate, or
 146 disconnect any portion of its Distribution System or in any way to alter the placement or
 147 location of the Distribution System to enable any other person to use said Rights-of-way of the
 148 Village, as part of its permitting or approval process, the Village shall require the person
 149 desiring or occasioning such removal, relocation, disconnection, or alteration to reimburse the
 150 Company for any loss, cost, or expense caused by or arising out of such removal, relocation,
 151 disconnection, or alteration of any portion of the Distribution System. The Company further
 152 agrees that it will not intentionally interfere with, change, or injure any water pipes, drains, or
 153 sewers of said Village unless it has received specific permission from the Village or its duly
 154 authorized representative.

155
 156 **Section 10. FRANCHISE FEE**

157 Subject to Section 11 below, within thirty(30) days after the close of the first full billing
 158 month following the effective date of this Franchise Agreement, and each month thereafter
 159 during the term of this Franchise Agreement, the Company, its successors, or assigns, shall
 160 apply to the Village or its successors, a sum of money equal to six percent (6%) of the
 161 Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of
 162 Natural Gas to Customers within the corporate limits of the Village. The Franchise fee
 163 payment shall be deemed paid on time if post-marked within thirty (30) days of the close of
 164 the preceding billing month.

165
 166 **Section 11. IDENTIFICATION OF VILLAGE RESIDENTS**

167
 168 No less than thirty (30) days prior to the Effective Date, the Village shall deliver to the
 169 Company such information (including Village limit streets and block numbers) as is needed
 170 by the Company to determine which of its customer are located within the Village limits. The
 171 Village shall also provide such information no less than thirty (30) days prior to the
 172 effectiveness of any change in said limits, whether by addition, annexation, or consolidation,
 173 or upon the Company's request. The Company shall be relieved of any obligation to pay

franchise fees to the extent the Village has failed to provide information in accordance with this Section 11.

Section 12. ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the Village are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida. Upon request by the Village, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the Village for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

Section 13. INSURANCE

During the term of this Franchise, the Company shall file with the Village Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies issued by an insurance carrier licensed to do business in the state of Florida or evidence of self-insurance within the corporate limits of the Village as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of \$1,000,000.00 for injury or death to any one person, and for the minimum sum of \$5,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

Company shall notify the Clerk of the Village in writing, promptly upon any material alteration, modification, or cancellation of such policy.

Section 14. INDEMNIFICATION:

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the Village, its officers, agents and employees from and against claims, suits, actions, and causes of action, caused by the Company's negligent operation of the Distribution System within the Village during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the Village in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action

or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sub lessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the Village, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement. Notwithstanding any provision herein to the contrary, the Company's liability under this Agreement shall be limited to the assets and business of Peoples Gas System, a division of Tampa Electric Company, as if Peoples were incorporated separate and apart from Tampa Electric Company.

Section 15. TERMINATION BY VILLAGE

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the Village to declare a termination of this Franchise Agreement; provided, however, that before such action by the Village shall become operative and effective, the Company shall have been served by the Village with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the Village with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then sixty (60) days to present a plan reasonably satisfactory to the Village to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

Section 16: CHANGES IN PROVISIONS HEREOF

Changes in the terms and conditions hereof may be made by written agreement between the Village and the Company.

Section 17. SEVERABILITY; CHANGE IN LAW

(A) If any section, part of a section, paragraph, sentence, or clause of this Agreement shall be adjudged by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of any other portion hereof, but shall be restricted and limited in its operation and effect to that specific portion hereof involved in the controversy in which such decision shall have been rendered; provided, however, that should elimination of the specific portion of the Franchise Agreement adjudged to be invalid result in significant adverse consequences to a party, then that party may terminate this Franchise Agreement by providing thirty (30) days written notice to the other party.

(B) Upon the issuance by a court of competent jurisdiction of an order, ruling, or decision, or the enactment or adoption by the Florida Legislature, the Village, or any other governmental or regulatory body of a law, rule, regulation, or ordinance, that materially diminishes a municipality's ability to exact franchise fees from a utility, or that effectively

does away with the ability of a municipality to grant a franchise altogether, then the Company or Village may terminate this Franchise Agreement by providing ninety (90) days written notice to the other party.

Section 18. GOVERNING LAW

This Franchise shall be governed by the laws of the State of Florida and applicable federal law.

Section 19. EFFECTIVE DATE

This Franchise Agreement shall become effective upon its acceptance by the Company, which acceptance must be evidenced in writing within sixty (60) days of the Village's passage and adoption hereof.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading this 7th day of July, 2021.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 21st day of July, 2021.

Attest:

By:

Carol Sacce
Carol Sacce, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By:

Katy Errington
Katy Errington, Mayor

By:

Burt H. Saunders
Burt Saunders, Esq., Village Attorney

Vote:	AYE	NAY
Mayor Errington	<u>X</u>	___
Vice Mayor McLain	<u>X</u>	___
Councilmember Ribble	<u>X</u>	___
Councilmember Fiesel	<u>X</u>	___
Councilmember Boesch	<u>X</u>	___
Councilmember Ward	<u>X</u>	___
Councilmember Wilson	<u>X</u>	___

Ordinance No. 2021-09

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 16, 2022

Agenda Item:

Sandy Lane & Broadway East Bicycle/Pedestrian Improvements Design and Permitting Services (CN 2022-02) Contract

Motion to approve the contract with Atkins North America for the Sandy Lane & Broadway East Bicycle/Pedestrian Improvements Design and Permitting Services (CN 2022-02).

Background:

Sandy Lane and Broadway Ave. East do not currently have any bicycle or pedestrian facilities. Residents are required to walk in the roadway or along the roadway shoulder. The Village's Bicycle and Pedestrian Master Plan identified Sandy Lane and Broadway East bicycle and pedestrian as important projects to improve access to safe bicycle and pedestrian facilities.

The Village's 5-year Capital Improvement Program (CIP) [current fiscal year budget includes \$341,400 in Fiscal Year 2021-2022 budget and \$714,792 in Fiscal Year 2022-2023 budget for the design and permitting of bicycle and pedestrian improvements along Sandy Lane and Broadway Ave. East.

Description:

Pursuant to Chapter 287.055 Florida Statutes, the engagement of a firm to provide professional engineering services such as those required for the Sandy Lane and Broadway East Bicycle/Pedestrian Improvements Project requires the solicitation of Letters of Interest from firms, the short listing of a minimum of three firms by an evaluation committee, and the final ranking of firms by that committee following interviews of the short listed firms.

On February 2, 2022, the Village Council approved the ranking of firms under CN 2022-02 and authorized the negotiation of a contract with the ranked firms in descending order to initiate the work. Contract negotiations have been completed with the number one ranked firm Atkins North America, Inc.

Village Staff has negotiated a contract with Atkins to design and permit the bicycle and pedestrian improvements along Sandy Lane and Broadway East. Following is a brief outline of the services Atkins will be providing to the Village of Estero.

1. Overall Project Management
2. Public Involvement
3. Concept Design
4. Construction Plans
5. Permitting
6. Services During Construction

In an effort to expedite construction of the improvements along Sandy Lane, Atkins will be preparing two separate sets of construction documents and permit submittals. The plan is to start construction on the Sandy Lane improvements near the end of 2022, contingent upon permitting.

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

Action Requested:

Motion to approve the contract with Atkins North America to provide design and permitting services for the Sandy Lane and Broadway East Bicycle/Pedestrian Improvements Project in the amount of \$671,513.25

Also approve a contingency fund amount of \$67,000 (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 with Atkins North American and any other related ancillary documents on behalf of the Village Council.

Process and Timeline:

The project will be split into two somewhat separate projects, Sandy Lane and Broadway East. This is proposed to prevent any delays or permitting issues associated with Broadway East from affecting Sandy Lane.

Construction plans for Sandy Lane are scheduled to be completed by December 2022 and construction plans for Broadway East are scheduled to be completed by April 2023. More detailed project schedules are attached to the contract.

Financial Impact:

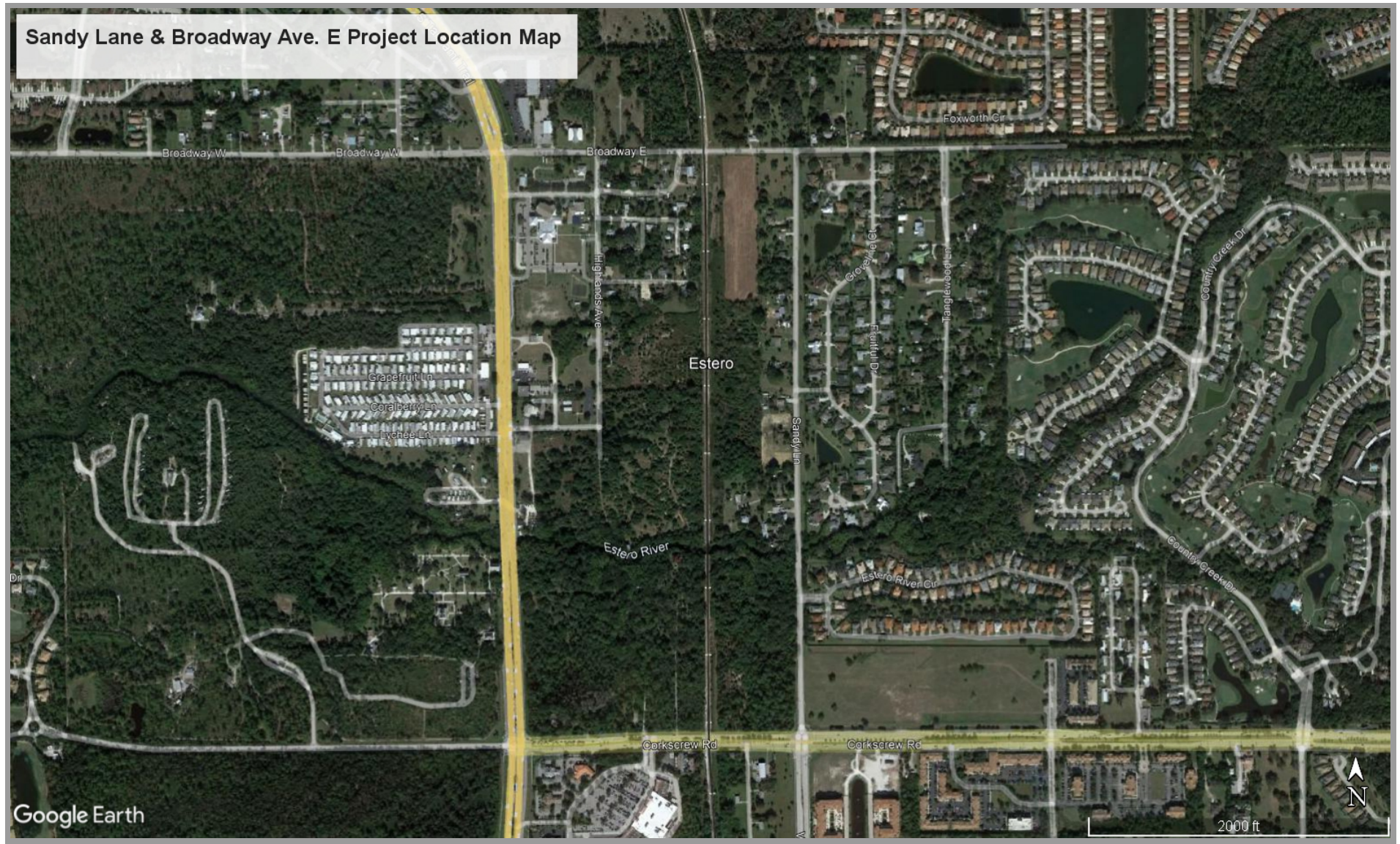
Fiscal impact is \$738,513.25 which includes the contract amount of \$671,513.25 plus a 10% contingency of \$67,000.

The Fiscal Year 2021-2022 budget includes \$341,400 and \$714,792 in Fiscal Year 2022-2023 budget (Total \$1,056,192) for the design and permitting of bicycle and pedestrian improvements along Sandy Lane and Broadway Ave. East.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map
2. Contract
3. Ownership Disclosure



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 Atkins North America, Inc. whose address is 1514 Broadway, Suite 203, Fort Myers, FL 33901, 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 Design and Permitting Services for its Sandy Lane and Broadway East Bicycle/Pedestrian Improvements project; 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. CN 2022-02; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to CN 2022-02 on February 2, 2022 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 until the services are satisfactorily completed.

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 CN 2022-02 Design and Permitting Services for Sandy Lane and Broadway East Bicycle/Pedestrian Improvements, consisting of pages 1 through and including 23 and the Proposal submitted by Bidder dated November 19, 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 CN 2022-02 Design and Permitting Services for Sandy Lane and Broadway East Bicycle/Pedestrian Improvements 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 \$671,513.25 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 Unit Price 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 appropriation of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the 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: Atkins North America, 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.

Atkins North America, Inc.

WITNESSES:

Signed By: _____	Signed by: _____
Print Name: _____	Print Name: _____
Date: _____	Title: _____
Signed By: _____	Date: _____
Print Name: _____	
Date: _____	

VILLAGE OF ESTERO

ATTEST:

By: _____
Carol Sacco, Village Clerk

By: _____
Steve Sarkozy, Village Manager

Date: _____

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

DESIGN & PERMITTING SERVICES FOR SANDY LANE & BROADWAY EAST
BICYCLE/PEDESTRIAN IMPROVEMENTS

STATEMENT OF WORK

CN 2022-02

Exhibit A
3-08-2022**For CN 2022-02 – Design & Permitting Services for Sandy Lane ~ Broadway East Bicycle / Pedestrian Improvements**

The Village of Estero (VOE) Bicycle and Pedestrian Master Plan identified CN 2022-02 – Design & Permitting Services for Sandy Lane ~ Broadway East Bicycle / Pedestrian Improvements as a high priority. There are no bicycle and pedestrian facilities within the limits of Sandy Lane and Broadway East and this project will also connect Broadway West to other facilities along Sandy Lane and Coconut Road.

VOE has requested Atkins North America, Inc. (CONSULTANT) to provide consulting services for planning, design and permitting for the Sandy Lane and Broadway East Bicycle/Pedestrian Improvements. The project limits include Broadway Ave. East from US 41 to Sandy Lane and Sandy Lane from Corkscrew Road to Broadway Ave. East. The CONSULTANT will provide all design and permitting services required to improve bicycle and pedestrian access and safety on this section of Sandy Lane and Broadway East.

The design and permitting will incorporate the following components along the corridor:

1. The Corkscrew Road & Sandy Lane intersection including Sandy Lane adjacent to the Colonnade development. It is our understanding that the VOE is working with the developer to include the improvements at the intersection, including the new pedestrian signal, and incorporate a 10- or 12-foot-wide shared use path (SUP) adjacent to their parcel, in lieu of a 5-foot-wide sidewalk, within the 20 foot right of way reservation. Atkins will coordinate with the developer and the VOE for this segment of the project during design, permitting, bidding, and post design. If the development does not move forward in line with this project's schedule, the CONSULTANT will be prepared to obtain an easement and design the improvements.
2. The Estates at Estero River has a north bound right turn lane. Due to constrained right of way, Atkins will include conceptual options including but not limited to analyzing eliminating the right turn lane or shifting the Sandy Lane alignment to provide additional space for the SUP. In addition, the analysis will include placing the overhead utilities underground in this area.
3. The structure crossing over the Estero River will involve analysis and design for a pedestrian bridge to carry bicycle/pedestrian traffic over the river. The superstructure of the pedestrian bridge will consist of one of two options: Option 1 involves use of a new steel superstructure; Option 2 involves re-use of an existing steel superstructure. The details of CONSULTANT's services for each superstructure option are included in Task-5 and Task-6 below. Independent of the superstructure option selected for final design, the CONSULTANT will provide full design services for the concrete substructure (foundations) and will serve as Engineer-of-Record (EOR) the substructure for the pedestrian bridge.

In addition, the CONSULTANT will coordinate with the utility agency owners to examine placing the overhead utilities underground in this area of the pedestrian bridge crossing due to constrained right of way and for ease of construction. The project will likely require an General ERP permit from the South Florida Water Management District (assuming an exemption is not

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- accepted) and a Nationwide Permit from US Army Corps of Engineers, due to crossing the Estero River and a need to amend the conservation easement (CE) over a parcel containing wetlands.
4. The swale along the eastern side of Sandy Lane (north of the Estero River) will be evaluated to provide a more natural look with landscape plantings similar to the swale along Estero Pkwy.
 5. The Sandy Lane / Broadway East intersection is stopped controlled at Sandy Lane. Due to the potential need to cross pedestrians and bicyclists to the north side of Broadway East, Atkins will conduct a traffic study to either convert the intersection to a 3-way stop or provide the appropriate level of traffic control for a midblock crossing.
 6. The pedestrians and bicyclists will need to cross the Seminole Gulf Railway (SGR) right of way including the RR tracks. Atkins will coordinate with the railway and prepare the SRG permit on behalf of the VOE. Other associated activities will include completing a drainage study to confirm capacity and either extend or replace the dual 60-inch corrugated metal pipes and will evaluate improving road safety and the sight distance for the railroad approaches.
 7. Downtown Estero is a pending development between the railroad and Highlands Ave along the north side of Broadway East. It is our understanding that the VOE is working with the developer to include the 12-foot-wide path adjacent to their parcel. Atkins will coordinate with the developer and the Village for this segment of the project during design, permitting, bidding, and post design. If the development does not move forward in line with this project's schedule, the CONSULTANT will be prepared to obtain an easement and design the improvements.
 8. The planned development at 8111 Broadway East has a 5-foot-wide sidewalk proposed on their parcel and it is our understanding that the VOE will work with the developer to update to a 10- or 12-foot SUP. Atkins will coordinate with the developer and the Village for this segment of the project during design, permitting, bidding, and post design. The CONSULTANT will obtain an easement and design the improvements.
 9. Tetra Tech is the CONSULTANT for the Broadway East Utilities Expansion Project. Atkins will coordinate the design, permitting, bidding and construction phases of both projects with Tetra Tech and the VOE.
 10. It is our understanding that the Sandy Lane pathway will need to be accelerated to meet funding stipulations. Atkins will separate the Sandy Lane pathway design, permitting and bid phase services.

Scope of Work

Task 1 – Project Administration / Management

This task includes project meetings, administration, and coordination during the design phase of the project. CONSULTANT shall provide management services necessary to effectively administer the project including: coordination of disciplines and sub-CONSULTANTS, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the VOE. Anticipated meetings / coordination include:

- One (1) project kickoff meeting
- Up to Four (4) Village Council Meetings. CONSULTANT to present design (2 at concept phase, 1 at 60%, and 1 at 90%).
- Progress Meetings following concept phase, 60%, 90% and final phase
- Coordination Meetings

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- Six (6) coordination meetings with Tetra Tech (Broadway East Utility Expansion Project CONSULTANT)
- Six (6) misc. meetings at VOE's discretion
- Two (2) coordination meetings with Colonnade Developer & Engineer
- Two (2) coordination meetings with Downtown Estero Developer & Engineer
- Two (2) coordination meetings with 8111 Broadway East Developer & Engineer
- Two (2) coordination meetings with Thomas Marine as required

Deliverable – Agenda and Minutes for project meetings

Task 2 – Public Involvement

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The CONSULTANT shall provide to the VILLAGE drafts of all Public Involvement documents (e.g., newsletters, property owner letters, etc.) associated with the following tasks for review and approval prior to printing and / or distribution.

- **Community Awareness Plan**

Prepare a Community Awareness Plan (CAP) for review and approval by the VILLAGE within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify affected property owners, tenants, and the public of the VILLAGE'S design and construction and the anticipated effects of the project. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement milestone of the project. The CAP will also document all public involvement activities conducted throughout the project's duration. In addition to the benefits of advance notification, the process should allow the VILLAGE to resolve controversial issues during the design phase.

- **Notifications**

CONSULTANT will complete public involvement data collection which will involve researching the project area, identifying stakeholders, and obtaining contact information. This also includes researching any background information that may be available for the project. In addition to public involvement data collection, the CONSULTANT shall prepare notifications, flyers, and/or letters to elected officials and other public officials, local agencies, private property owners, and tenants at intervals during plans production as identified by the VILLAGE. All letters and notices shall be reviewed by the VILLAGE.

- **Preparing Mailing Lists**

At the beginning of the project, The CONSULTANT shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) The CONSULTANT shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project.

- **Driveway Modification Letters (as required)**

The CONSULTANT shall prepare a driveway modification letter to be sent to property owners along the corridor. In addition, the CONSULTANT shall prepare a sketch of each proposed driveway modification for inclusion in the letter. The letters will be sent on VILLAGE letterhead.

- **Onsite Meetings**

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The CONSULTANT may be required to meet with property owners onsite or HOAs to discuss the design and the construction of the project. It is estimated for this project there will be up to twelve (12) onsite meetings for this purpose.

Deliverable – Community Awareness Plan, Flyers, Driveway Modification Letters

Task 3 – Research

- **Adjacent planned site development plans**

The CONSULTANT will review adjacent existing and planned site development plans and permits including the Colonnade, Downtown Estero, and 8111 Broadway East.

- **Adjacent existing subdivisions**

The CONSULTANT will review adjacent existing subdivision plans and permits including the Estates at Estero, and The Groves.

- **Corkscrew Road SFWMD permits**

The CONSULTANT will review SFWMD Permit # 36-03277-P (Corkscrew Rd Improvements East II) which outfalls to the Estero River along the east side of Sandy Lane south of the river and SFWMD Permit # 36-10505-P (Bridge No. 124008 – Sandy Lane over Estero River) which is a general permit for the rehabilitation of the bridge.

- **Existing roadway and right of way plans**

The CONSULTANT will collect and review existing roadway plans and right of way plans from Lee County DOT and FDOT.

Task 4 – Data Collection

4.1 Survey and SUE

The CONSULTANT will review the following data provided by Tetra Tech:

- Digital CAD file containing survey base map and design data.
- Digital surface of project corridor.
- Digital CAD file of Subsurface Utility Exploration data
- Surveyors Report signed and sealed by a Professional Surveyor and Mapper registered in the State of Florida.

CONSULTANT will conduct site visit to field verify data.

Legal Descriptions and Sketches

- CONSULTANT to provide up to four legal descriptions and sketches

Deliverable – Legal Descriptions and Sketches (up to four)

4.2 Geotechnical Investigation and Geotechnical Engineering

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The CONSULTANT will conduct geotechnical services associated with design activities related to this Project. Before beginning work and after the Notice to Proceed is issued, the CONSULTANT shall submit an investigation plan for VOE review and approval.

The CONSULTANT shall review existing geotechnical data (if provided by the VOE) and identify needs for additional data. The CONSULTANT will review the US Department of Agriculture soil data, Geological Survey, and Natural Resource Conservation Service (NCRS) maps, US Coast and Geodetic Survey (USGS) maps, and summarize the findings. The CONSULTANT will perform a review of previously completed geotechnical surveys and compile available boring data from previous projects within the project limits.

The CONSULTANT will perform field reconnaissance of the Project area to determine conditions that may affect development of Project alternatives. The CONSULTANT will perform geotechnical investigations including two (2; one on each bank of Estero River near the proposed pedestrian bridge abutment) new Standard Penetration Test (SPT) borings advanced to depths of one hundred (100) feet below existing site grade. The number and depth of borings may be adjusted in the field based on existing soil conditions. In addition, for the SUP design and depending on the extent of roadway, services are included. The FDOT Soils and Foundation Handbook does not differentiate between roadway and SUP criteria for test borings and geotechnical data. Perform on the order of thirty-nine (39) hand auger borings (at approximately 400 feet intervals) to a depth of 5-feet below existing grades to characterize soil conditions along the SUP and potential roadway alignments.

The CONSULTANT will visually classify and stratify the soil/rock samples recovered and perform laboratory testing as necessary to facilitate classification of samples, including soil and water corrosion series testing. Soil testing will be performed on those boring samples to prepare a detailed Geotechnical Engineering Report. In addition, CONSULTANT will measure the groundwater table levels encountered at the boring locations and estimate the seasonal high groundwater table levels for the project

The CONSULTANT will obtain permits necessary drilling permits prior to performing any borings. The CONSULTANT will locate the borings in the field based on measured and estimated distances from existing site features. The CONSULTANT will contact Sunshine State One Call to have any known utilities at the test boring locations identified.

The CONSULTANT shall prepare a Geotechnical Engineering Report which will at a minimum summarize the CONSULTANT's activities, the test procedures used, the data collected, a discussion of project specific geotechnical concerns, engineering evaluation and substructure (foundation) design recommendations (including but not limited to soil bearing capacities, recommended pile type, vertical and lateral pile design capacities, etc.), a site plan showing the test locations, and a software generated log of each test boring. The Geotechnical Engineering Report shall also provide Environmental Classification for the pedestrian bridge superstructure and substructures to support the structural design.

The CONSULTANT shall use the Geotechnical Engineering Report for final design of the pedestrian bridge substructure, SUP, and potential roadway improvements.

Deliverable – Geotechnical Report

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4.3 Traffic Data Collection and Analysis

CONSULTANT to collect traffic data and perform analysis of conceptual options including but not limited to possibly eliminating the northbound right turn lane for Estates at Estero (if eliminating the turn lane is required to fit the bike / ped improvements) and to evaluate converting to a 3 way stop at Sandy Lane & Broadway East.

- Collect 4-hour turning movement counts at each location (2-hour AM, 2-hour PM).
- Estates at Estero - convert data collection to peak hours, review number of turning vehicles against local or state codes for intersection turn lane warrants, use HCM to analyze intersection delay impacts of removing turn lane.
- Sandy Lane / Broadway East - convert data collection to peak hours, run HCM intersection analysis, compare 2-way to all-way stop, report and summarize results.

Deliverable – Traffic Memo

4.4 Traffic Analysis – Pedestrian Signalization

CONSULTANT will develop up to two (2) conceptual layouts for the addition of pedestrian movements at the intersection of Corkscrew Road and Sandy Lane/ Via Coconut Point providing high-level design alternatives. Each alternative will include the proposed location of the pedestrian signal heads, pushbuttons, and pedestals (as required). Additionally, each alternative will include considerations of right-of-way and any possible conflicts with existing utilities. Each alternative will be presented in full color, 11" X 17" PDF exhibit provided to the VOE and Lee County Traffic for review and comment. At the discretion of the VOE, an interactive workshop with the VOE and Lee County Traffic to discuss the proposed layouts and select an alternative may be arranged.

Deliverable – Exhibits – Conceptual Pedestrian Signalization Layout and Concept Memo

Task 5 – Conceptual Design

5.1 Roadway

This task will involve the analysis of the geometric design for the roadway, bicyclists, and pedestrians and the development of concept alternatives considering the existing conditions along the roadways. Concepts to include bicycle and pedestrian improvements and roadway safety improvements (fill in ditches, extend pipes, add curb & gutter or shoulders). Considerations to include offsets, clear zones, sight distance, connectivity, ADA issues, driveway transitions, and crossings.

CONSULTANT to apply the VOE's standard pathway (10-12'), sidewalk (5-6'), bike lane widths (7') to this corridor and seek options to best accommodate, vehicular, bicyclist and pedestrian users. Up to three (3) concept alternatives for Sandy Lane and three (3) concept alternatives for Broadway East will be included.

Deliverable – Sandy Lane Concept Design Alternative Exhibits (up to 3 general roadway concepts with each concept having up to 3 typical sections). Broadway East Concept Design Alternative Exhibits (up to 3 general roadway concepts with each concept having up to 3 typical sections). Estates at Estero Intersection (Up to 2 concepts). Sandy Lane / Broadway East Intersection (up to 2 concepts).

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5.2 Structures

Pedestrian/SUP crossing over Estero River

The CONSULTANT will provide preliminary structural design services for the pedestrian bridge crossing Estero River including superstructure, substructures and any embankment retaining walls.

It is assumed that the pedestrian crossing will be a single span, simply supported bridge structure with a steel superstructure on pile supported end bents (abutments).

The CONSULTANT will develop preliminary design for the steel superstructure of the pedestrian bridge to an extent that will allow the VOE to decide between the two options listed in the table below to proceed into final design.

Superstructure Option & Details	CONSULTANT's Scope for Concept design
Option – 1 New prefabricated steel superstructure Includes use of a new steel superstructure that is fully designed, fabricated, and installed by a specialty bridge manufacturer /contractor during final design.	Develop concept design of the pedestrian bridge including dimensions, layout, etc. using standard prefabricated bridge data available from Florida based manufacturers.
Option – 2 Re-purposed steel superstructures Includes use of an existing steel superstructure identified by VOE team that will refurbished (rehabilitated/modified) for use at Sandy Lane by a specialty contractor and subsequently installed on site by the same specialty contractor.	Assist VOE in the selection process by undertaking concept design to integrate selected existing structure into overall project. Review as-built plans for existing structure; develop dimensional layout using as-built data; preliminary load rating using existing as-built data to verify adequacy of existing structure at proposed location. The CONSULTANT assumes that the VOE will provide as-built drawings for existing structure evaluation.

Using project geotechnical investigation report, The CONSULTANT will develop preliminary design of the concrete substructure including evaluating use of a pile supported concrete end bents. The CONSULTANT shall also include preliminary design of any retaining walls in the embankment area as may be required.

The CONSULTANT shall coordinate and adjust concept structures design with other project design elements, existing conditions, etc.

The CONSULTANT shall prepare a preliminary Engineer's Construction Estimate for the pedestrian bridge using both superstructure options listed above.

The VOE shall evaluate the concept design and advise the CONSULTANT on the option to proceed into final design.

Deliverable – Structures alternate design concepts (up to 2)

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5.3 Drainage

This task will involve incorporating drainage as part of the analysis of the geometric design for the roadway, bicyclists, and pedestrians and the development of concept alternatives considering the existing conditions along the roadways. This task includes the analysis of roadway and surrounding area drainage system(s) which may include swales and piping systems along with modifications of the existing drainage system. Anticipated drainage systems include open and closed conveyance for onsite/offsite runoff conveyance(s).

- Drainage Map Hydrology
 - Create a working drainage basin map to be used in defining the system hydrology.
- Preliminary Design of Cross Drains
 - Analyze the hydraulic design and performance of cross drains, and alternatives.
- Preliminary Design of Ditches
 - Ditch design includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes.
- Preliminary Design of Storm Drains
 - Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.
- Bridge Hydraulic Report
 - Calculate hydrology, hydraulics, deck drainage, scour, and appropriate counter measures. Prepare report and the information for the Bridge Hydraulics Recommendation Sheet. This will include a No-Rise certification for the Estero River Floodway.
- Other Drainage Analysis; Analysis of Seminole Gulf Railway 60" cross drain alternatives

Deliverable – Sandy Lane drainage general project concepts (up to 2). Broadway East drainage general project concepts (up to 2). Bridge Hydraulic Report.

5.4 Lighting

This task involves analyzing the lighting for the roadway improvements in accordance with the current editions of the Florida Greenbook. Proposed light pole and fixtures are to use the VOE standard fixture and specifications.

- The CONSULTANT shall prepare a Lighting Design Analysis Report. The report shall provide analyses for the roadways, pathway, and sidewalk. Each lighting calculation shall be properly identified as to the area that it covers. Lighting analysis of spillover into private or adjacent properties shall be included. The memorandum shall include the Lighting Design Criteria that will be used for basis of design.
- The CONSULTANT shall provide a conceptual layout for continuous lighting for Sandy Lane and the proposed pathway along the east side of the road from north of Corkscrew Rd to Broadway East. The CONSULTANT shall provide a conceptual layout for continuous lighting for Broadway East, the proposed pathway along the north side of the road, and the potential sidewalk along the south side of the road from Sandy Lane to US41. The CONSULTANT will provide an additional concept that would light only the roadways for Sandy Lane and Broadway East.

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Deliverable – Sandy Lane lighting alternate design concepts (up to 2). Broadway East lighting alternate design concepts (up to 2). Lighting Design Analysis Report.

5.5 Landscape Architecture

The CONSULTANT conceptual landscape architect phase will consist of the following:

- Conduct a site visit to review existing site conditions, inventory critical elements, and make assessments of the corridor.
- Assist with the layout and design of the proposed improvements; in creating a system that not only aligns well with the corridor conditions, but also creates a user-friendly experience. This will include coordination with the proposed adjacent developers along Sandy Lane and Broadway East for the proposed alignment.
- Assist with providing aesthetic design guidelines for the proposed pedestrian bridge.
- Work with the VOE to identify any pathway furnishing (benches, trash receptacles, etc.) that may be desired to include as part of the project.
- Identify any locations that may be improved by the use of specialty pavements or other specialty materials that would enhance or improve the safety of the pathway.
- Identify irrigation source alternatives and tie in options.
- Prepare a conceptual landscape development plan that will depict pathway layout, landscape development, and specialty features the VOE may deem to be appropriate. Conceptual plans would include limited rendered plans, sections, and images for typical treatments and elements for the pathway development along with a plant list. This would be limited to an initial concept development. Any additional production of illustrations and plans would be additional services.

Deliverable – Sandy Lane landscaping alternate design concepts (up to 3). Broadway East landscaping alternate design concepts (up to 3); conceptual plans would include limited rendered plans, sections, and images for typical treatments and elements for the pathway development along with a plant list.

5.6 Preliminary Design Summary

- Preliminary estimate of probable costs for the construction of the alternatives
- Memorandum
 - Summarize all of the above noted components for the project with recommendations for the detail design phase of the project.

Task 6 – Detailed Design and Construction Documents

6.1 Roadway

This task will involve the final analysis and plans development of the approved concept and typical

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section. The posted speed on Sandy Lane is 30 mph and on Broadway East is 30 mph.

- Typical Sections – Up to eight typical sections are included to be developed.
- Pavement design will be based upon VOE's Code minimum for major collector roadway and based on FDOT SUP criteria. Sidewalk thickness will be 6 inches.
- Analyze and document potential roadway improvements in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. This includes possibly modifying the Broadway East profile from Highlands Ave to Sandy Lane to provide curb and gutter to accommodate the approved concept, improving the Broadway East profile for the railroad approaches and possibly shifting Sandy Lane to the west adjacent to the northbound right turn lane for the Estates at Estero to provide additional space for the approved concept within the right of way.
- The roadway plan and where needed profile sheets will be developed at 1" = 40'.
- Cross sections will be developed for the roadway at 50' intervals and at special locations as deemed necessary by the CONSULTANT.
- Temporary Traffic Control
 - General phasing and notes will be developed based upon the intended construction sequence.
 - No plan sheets will be developed, reference to FDOT standard plans will be included and notes provided for the contractor to submit a signed and sealed MOT plan.
 - No cross sections or temporary diversions are anticipated nor included.
- Roadway Plans
 - The CONSULTANT shall prepare a set of Roadway Plans in accordance with FDOT Standard Plans and the Florida Greenbook. Plans are anticipated to include the following:
 - Key Sheet
 - Summary of Pay Items
 - Typical Sections
 - General Notes/Pay Item Notes
 - Summary of Quantities
 - Project Layout
 - Drainage Map
 - Plan/Profiles
 - Pathway/Sidewalk Plan Sheets – Layout
 - Back of Sidewalk Profiles (where needed)
 - Special Details
 - Cross Sections
 - Temporary Traffic Control Notes
- **Deliverable –**
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Specs - Final
 - Comment responses

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- Broadway East Submittal
 - Plan - 60%, 90% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Spec - 90% and Final
 - Comment responses

6.2 Structures

Pedestrian/SUP crossing over Estero River

The CONSULTANT will develop 60% and Final plans, calculations, and Technical Special Provisions (TSPs) for structural design services for the pedestrian bridge crossing Estero River including superstructure, substructures and any embankment retaining walls. The CONSULTANT shall use latest edition of FDOT Standard Specifications for Road and Bridge Construction as basis of design and as project's construction specifications.

The CONSULTANT's 60% and Final design for the steel superstructure of the pedestrian bridge will be based on the option chosen by VOE to proceed into final design. The CONSULTANT's scope for final design based on option selected is identified below.

Superstructure Option & Details	Scope for Final design of Superstructure
Option – 1 New prefabricated steel superstructure Includes use of a new steel superstructure that is fully designed, fabricated, and installed by a specialty bridge manufacturer /contractor during final design.	The CONSULTANT will serve as design criteria professional for this option and shall develop design criteria documents specifying final requirements for bridge superstructure to be used for procurement of the bridge from a specialty bridge manufacturer/contractor. Superstructure Engineer-of-Record (EOR) Responsibilities: Specialty Engineer engaged by the Bridge Manufacturer/Contractor will serve as EOR for the steel superstructure and will provide signed and sealed plans for the steel superstructure.
Option – 2 Re-purposed steel superstructures Includes use of an existing steel superstructure identified by VOE team that will be refurbished (rehabilitated/modified) for use at Sandy Lane by a specialty contractor and subsequently installed on site by the same specialty contractor.	The CONSULTANT will serve as design criteria professional for this option and shall develop design criteria package. Superstructure EOR Responsibilities: Specialty Engineer engaged by the Bridge Manufacturer/Contractor will serve as EOR for the steel superstructure (including providing repairs that may be required) and will provide signed and sealed plans for the steel superstructure.

The CONSULTANT will develop detailed design of the concrete substructure including concrete end bents and any retaining walls in the embankment area as may be required.

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The CONSULTANT shall serve as EOR for the concrete substructure (foundations) and shall be responsible for coordinating the final design of the substructure with the VOE selected Steel superstructure.

The CONSULTANT shall also be responsible for coordinating design of the bridge structure with other project design elements, existing conditions, etc.

- **Deliverable –**
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Specs - Final
 - Comment responses

6.3 Drainage

DRAINAGE ANALYSIS

This task includes the analysis of roadway and surrounding area drainage system(s) which may include swales and piping systems along with modifications of the existing drainage system. Anticipated drainage systems include open and closed conveyance for onsite/offsite runoff conveyance(s). CONSULTANT will evaluate and coordinate with SFWMD to determine if the project can qualify for an exemption.

- Design of Cross Drains
 - Analyze the hydraulic design and performance of cross drains, and alternatives.
- Design of Ditches
 - Ditch design includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes.
- Design of Stormwater Facility (Roadway Treatment Swales and / or BMP structures)
 - Design stormwater facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics and provide additional treatment above requirements as possible. Develop proposed layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.) and / or design BMP structures, perform routing, pollutant/nutrient loading calculations, recovery calculations and design the outlet control structure.
- Design of Floodplain Compensation
 - Determine floodplain impacts and coordinate with regulatory agencies, and develop proposed compensation area layout, if necessary (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.
- Design of Storm Drains
 - Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.
- Drainage Design Documentation

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- Compile drainage design documentation into memo/report format. Include documentation for the drainage design tasks and associated meetings and decisions, except for stand-alone reports.

DRAINAGE PLANS

- The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.
 - Drainage Map
 - Bridge Hydraulics Recommendation Sheet
 - Summary of Drainage Structures
 - Drainage Structures Sheets
 - Miscellaneous Drainage Detail Sheets
 - Erosion Control Plan Sheet(s)
 - SWPPP Sheet(s)
- **Deliverable –**
 - Drainage Report
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Specs - Final
 - Comment responses
 - Broadway East Submittal
 - Plan - 60%, 90% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Spec - 90% and Final
 - Comment responses

6.4 Lighting

This task involves analyzing the lighting for the roadway improvements in accordance with the current editions of the Florida Greenbook. Proposed light pole and fixtures are to use the Village of Estero standard fixture and specifications.

- Lighting Analysis
 - The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaires per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by the Village of Estero. The maximum voltage drop shall be five percent to the last

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light pole. The CONSULTANT shall coordinate the electrical service points and the available service voltage with the power company.

- The CONSULTANT shall submit photometric lighting calculations for the project limits and separate lighting calculations for the SUP and the sidewalks. The illumination values shall follow the FDOT 2022 FDM Table 231.2.1.
- Lighting Plans
 - The CONSULTANT shall prepare a set of Lighting Plans in accordance with FDOT Standard Plans and the Florida Greenbook. Plans are anticipated to include the following:
 - Key Sheet
 - Tabulation of Quantities
 - General Notes/Pay Item Notes
 - Pole Data, Legend & Criteria
 - Service Point Details
 - Plan Sheets
 - Special Details
- Deliverable –
 - Voltage drop calculations and photometric lighting calculations
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Specs - Final
 - Comment responses
 - Broadway East Submittal
 - Plan - 60%, 90% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Spec - 90% and Final
 - Comment responses

6.5 Landscape Architecture

CONSULTANT will provide landscaping, irrigation analysis and design services for the project based upon the following items.

- Construction Documents
 - Prepare necessary “hardscape” plans and details for any proposed specialty paving and proposed site furnishings to be included.
 - Prepare Construction Documents for Landscape and Irrigation based upon approved Conceptual Design. Landscape Plans will indicate species, locations, size specifications, spacing and planting details. Irrigation Plans will include the head and piping layout, control valves, typical irrigation details and note tie-in to the proposed source and controller.
 - Prepare landscape and irrigation associated technical specifications

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- Landscaping and Irrigation Plans
 - The CONSULTANT shall prepare a set of Landscaping and Irrigation Plans in accordance with FDOT Standard Plans and the Florida Greenbook. Plans are anticipated to include the following:
 - Key Sheet
 - Plant Schedule
 - Planting Plans
 - Planting Details and Notes
 - Irrigation Plans
 - Irrigation Details and Notes
 - Hardscape Plans
 - Hardscape Details and Notes
- **Deliverable –**
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Specs - Final
 - Comment responses
 - Broadway East Submittal
 - Plan - 60%, 90% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Spec - 90% and Final
 - Comment responses

6.6 Signing and Pavement Marking

This task involves the final signage and pavement markings for the approved concept in accordance with the current editions of the FDOT Standard Plans, FDOT Specifications and the Manual of Uniform Traffic Control Devices. A mid-block crossing (if included) will be designed using the appropriate level of signing and markings per Florida Greenbook and MUTCD standards.

- Signing and Pavement Marking Plans
 - The CONSULTANT shall prepare a set of Signing and Pavement Marking Plan sheets to be included under the Roadway Component Plan Set in accordance with FDOT Standard Plans and the Florida Greenbook. Plans are anticipated to include the following:
 - General Notes/Pay Item Notes
 - Signing and Marking Plan Sheets
 - Signing and Marking Special Details
- **Deliverable –**
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.

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- Specs - Final
- Comment responses
- Broadway East Submittal
 - Plan - 60%, 90% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Spec - 90% and Final
 - Comment responses

6.7 Pedestrian Signalization Design

CONSULTANT will provide a complete signalized pedestrian crossing design for all four (4) intersection legs, including LED count-down pedestrian heads, pushbuttons, electrical service, and underground infrastructure (e.g., conduit, boxes, and wiring). The pedestrian signalization design will provide preliminary signal phase and timing information for programming the signal controller (e.g., minimum green, clearance intervals, pedestrian clearance intervals). Additionally, CONSULTANT will account for the removal of the existing visibly deteriorated pedestrian signalization equipment as part of the pedestrian signalization design. To the greatest extent possible, the design will maintain the existing pedestrian signal operations during construction and/or provide temporary signalization, as required.

CONSULTANT will coordinate with the VOE and Lee County Traffic to determine specific technology preferences and operational requirements prior to beginning design efforts.

- The project will be designed in accordance with the pertinent criteria established in the latest versions of the *Florida Department of Transportation (FDOT) Florida Greenbook*, *FDOT Standard Plans for Roadway and Bridge Construction*, *FDOT Design Manual (FDM)*, and *FDOT Standard Specifications for Road and Bridge Construction*, unless otherwise dictated by the VOE or Lee County Traffic. The Signalization Plans component set will include the following:
 - Key Sheet
 - Tabulation of Quantities
 - General Notes
 - Pedestrian Signalization Plans (1" = 50')
 - Pedestrian Signalization Details
 - Interconnect Plans, as necessary
 - Verified Utilities Sheet
- **Deliverable –**
 - Sandy Lane Submittal (Accelerated)
 - Plans - 60% and Final
 - Preliminary opinion of probable construction costs at the design phase submittal stages.
 - Specs – Final
 - Signal Controller Timing - Final

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- Comment responses

Task 7 – Permitting

7.1 Environmental Permitting

CONSULTANT evaluate and coordinate with the South Florida Water Management District (SFWMD) to determine if the project can qualify for an exemption. If project does not qualify for an SFWMD exemption, the project will require a General ERP permit from the SFWMD, and a Nationwide Permit from US Army Corps of Engineers due to crossing the Estero River and need to amend the conservation easement (CE) over a parcel containing wetlands. In addition, a SFWMD Water Use Permit and / or SFWMD LCU Reuse Permit for irrigation are required. The Scope items include:

- Two in-person meetings to include pre-application meeting with SFWMD and one follow-up with SFWMD and/or VOE (e.g., RAI resolution and/or CE discussion). Discuss the option of submitting 2 separate permit applications for each road (Sandy Lane and Broadway East).
- Participation in two additional teleconferenced meetings.
- One fieldwork site visit, to evaluate the project site as well as up to 10 acres of nearby lands to determine appropriate parcel to offset the portion of CE being impacted.
 - Delineation and assessment of state and federal jurisdictional wetlands and surface waters
 - Absence/presence surveys for gopher tortoises, burrowing owls, bald eagles, incidental sightings of other species.
 - Evaluation of protected tree locations (including the Mysore Fig Tree) will be identified and provided as part of the field review in order to determine if protective barriers or other measures are needed
 - In addition to ecological evaluation of wetlands and wildlife, this will include inspection for potential contamination as referenced in the Contamination Evaluation scope.
 - No species-specific surveys are included in this scope at this time.
- Preliminary environmental evaluation memorandum summarizing the results of site visit, with attention to the items affecting permitting including CE
- Preparation of permit application for ERP general permit, including ecological summary report, ERP application forms (including for sovereign submerged lands easement at Estero River), and newspaper public notice. These items will be submitted to the VOE for review and approval prior to submittal.
- Application for Nationwide Permit from US Army Corps of Engineers for the crossing over the Estero River.
- A Florida DEP State 404 permit does not appear to be required and is therefore not included in this scope.
- Survey support for conservation easement modification and sovereign submerged lands easement for the Estero River crossing are not included in the environmental permitting scope at this time.
- Permit application fee and newspaper notice publication fee are not included in this scope at this time.

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Deliverable - Preliminary environmental evaluation memorandum and permit application package

Contamination Evaluation

A Contamination Evaluation will be performed. During the concept phase, a desktop study will include the following reviews of:

- Potential contamination sites on the Florida Department of Environmental Protection (FDEP) Contamination Locator Map and FDEP Institutional Control Registry map-based websites
- Efficient Transportation Decision Making (ETDM)-Environmental Screening Tool (EST) Physical-Contamination-Waste map layers.
- U.S. Environmental Protection Agency (EPA)-permitted sites using the EnviroMapper with Envirofacts database available at: <https://enviro.epa.gov/enviro/em4ef.home>.
- U.S. Department of Transportation on-line database for pipeline facilities at <https://pvnpm.phmsa.dot.gov/PublicViewer/>.
- Historical aerial photographs
- U.S. Geological Society topographic maps
- Google Earth Aerial Photos and Street View.

The review includes a summary of any relevant observations from field reviews (conducted on Environmental Permitting task). The review will also provide recommendations on how to deal with the expected contamination in the Railroad ROW if impacts to soil are anticipated there.

Cultural Resources

If the project includes federal or state funds, or federal or state permits (such as US Army Corps of Engineers or Water Management District permits), a Cultural Resource Assessment Survey (CRAS) or some type of cultural resource coordination will need to be prepared. The CRAS or other appropriate cultural resource coordination will be prepared by a professional qualified under the provisions of **36 CFR 61** in compliance with the **National Historic Preservation Act of 1966 (Public Law 89-665, as amended)** and the implementing regulations (**36 CFR 800**), as well as with the provisions contained in **Chapter 267, Florida Statutes**. The CRAS or other appropriate cultural resource documentation will be coordinated with the State Historic Preservation Officer (SHPO) prior to completion/approval of the Environmental Document. The results of the CRAS and coordination with the SHPO will be summarize in the Environmental Document.

- During the concept phase, a preliminary desktop review will be prepared first to identify previously recorded cultural resources (archaeological and historic) and the potential for unrecorded cultural resources within and adjacent to the project area. This will be used to determine if additional cultural resources survey and documentation will be required. There are known historic resources in the vicinity of this project, including the NRHP-listed Koreshan Unity Settlement Historic District (8LL00094) and the NRHP-eligible former Estero School (8LL1080) located at 8211 Broadway. The CSX Railroad that crosses Broadway has been recorded but has insufficient information to determine NRHP eligibility. There are also recorded archaeological sites in the project vicinity, especially near the Estero River.
- If a CRAS is needed based on the desktop review, a CRAS will be prepared. The purpose of the CRAS is to locate, identify, and bound any cultural resources, prehistoric or historic, associated

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with this project and to assess the significance of these resources in terms of eligibility for listing in the National Register of Historic Places (NRHP) according to criteria set forth in 36 CFR Section 60.4. The CRAS includes both archaeology field survey and historic resources field survey of the Area of Potential Effects (APE), as well as background research, prehistoric overview, historic overview, environmental setting, results, and conclusions.

The archaeological APE will include the proposed project footprint where new trail and sidewalk will be constructed. The historic APE will include the archaeological APE; however, if there are any elevated features (above ground level) that will be constructed, the historic APE in those areas will also include the immediately adjacent parcels. In addition, if there is any proposed new ROW, these areas would be included in the APE too. Florida Maser Site Forms (FMSF) will be prepared for any cultural resources constructed in 1975 or earlier.

A draft and final CRAS report will be prepared with appropriate documentation detailing the results of the survey and the final assessments of resource significance. The report shall contain a FMSF form for each identified cultural resource.

- If a CRAS is not needed, based on the desktop review, the cultural resource coordination will be a technical memorandum or letter documenting the results of the desktop analysis. This documentation will be coordinated with the SHPO.

7.2 Seminole Gulf Railway Permitting

- The CONSULTANT shall attend up to 4 meetings with the VOE and the SGR. The following meetings are anticipated.
 - Initial Coordination Meeting with SGR
 - Field Review
 - Comment Response Meeting
 - Final Coordination Meeting to discuss schedule and flagger fees
- The CONSULTANT will prepare the SGR permit on behalf of the VOE. The following items will be provided.
 - Completed Draft Permit forms
 - Drawing showing Plan and Elevation of the new crossing including proposed design, existing utilities, existing structures, right-of-way limits, photos of the site, and distance to nearest milepost.
 - Cross Sections for proposed drainage pipe extensions and casings or new drainage pipes and casings.
 - Drainage Report
 - Pre-final Permit Package Submission
 - Address SGR Comments.
 - Final Permit Package for submittal and approval

7.3 FDOT Permitting

- The CONSULTANT will obtain a FDOT construction agreement through the Departments One Stop Permitting Site with the SUP and the potential sidewalk tying into the existing sidewalk at the northwest and southwest radius returns along US 41.

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7.4 Limited Development Order for VOE

- The CONSULTANT will seek a Limited Development Order for VOE (assumes only 1 LDO is required for entire project / corridor within the Estero r/w limits.

7.5 Limited Development Order for Lee County

- The CONSULTANT will seek a Limited Development Order (Type D) for Lee County.

7.6 SFWMD Water Use Permit and / or SFWMD LCU Reuse Permit

- The CONSULTANT will seek a SFWMD Water Use Permit and / or SFWMD LCU Reuse Permit for irrigation

Task 8 – Utility Coordination

- **First Contact (during Concept Phase with follow up prior to 60% submittal)**
 - Identify utilities anticipated to exist within the project limits.
 - Contact utility owners and request records and documents to ascertain the existence and record location of their utilities.
 - Document responses and compile record information
- **Second Contact (post 60%)**
 - Prepare contact letters to all affected utility owners, along with a copy of 60% plan submittal for markups by the respective utility owners.
- **Utility Meetings**
 - Attend One (1) utility coordination meeting (with VOE and Utility Owners) after the 60% RGBs are received and reviewed for potential conflicts
 - Attend One (1) utility coordination meeting with FPL (and with VOE)

Task 9 – Bid Assistance

CONSULTANT will provide services to include:

Submit final construction plans, final engineer's construction cost opinion in accordance with the contract documents, and documents required to build the approved concept.

Attend and participate in a pre-bid conference, respond to bidders' inquiries as supplied by the VOE. VOE staff to prepare and issue addenda, as appropriate.

Task 10 – Construction Phase Services

The VOE desires to assure that the planned Sandy Lane ~ Broadway East Bicycle / Pedestrian Improvements are constructed in conformance with the approved plans and specifications. It is anticipated that the VOE will procure a CEI CONSULTANT to provide full time inspection services for the project. The VOE desires that the CONSULTANT provide limited construction administration services to assist through the construction of the project if necessary. CONSULTANT will not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor work, nor shall CONSULTANT have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with

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laws, rules, regulations, ordinances, codes, or orders applicable to Contractor furnishing and performing their work.

The following are not included in this construction administration scope of services; Geotechnical testing services and materials testing, Subsurface Utility Engineering (SUE) investigative services during construction, full time construction engineering and inspection, as-built survey information, additional survey data as may be required for responding to RFI's or to prepare plan revisions, survey for easements or easement coordination, permit conditions coordination, permit modifications for field changes, public involvement services and coordination with the public for any service interruptions, etc., warranty inspections.

A 12-month combined construction schedule is assumed for this scope. If the construction time frame extends beyond this time frame, the continued services provided by CONSULTANT will be considered as additional services.

The CONSULTANT shall perform the following tasks:

- Project Management / Coordination
 - Provide project coordination with the VOE, their field staff and the Contractor as required. This task includes general project management and other administrative services including but not limited to supervision, quality control, email correspondence, contract file set up and maintenance, phone conversations, staff coordination and direction, etc.
- Project Meetings
 - The CONSULTANT shall participate with the VOE and Contractor and attend periodic project meetings as requested during the construction phase. The preconstruction meeting is included in this task.
- This task assumes:
 - Pre-construction meetings
 - Misc. project coordination meetings
 - Progress Meetings

This contract assumes 10 project meetings
- Shop Drawings
 - The CONSULTANT shall review, reject and/or approve related shop drawings, which the Contractor is required to submit, but only for conformance with the design concept of the project and compliance with the contract documents. Also, the CONSULTANT will determine the acceptability, subject to VOE approval, of substitute materials and equipment proposed by contractors. All this work will be scheduled, transmitted and received by the CONSULTANT with and through the VOE/CEI and/or the Contractor.
- Clarifications/Interpretations
 - The CONSULTANT will respond to requests of the VOE for necessary clarifications and interpretations of the contract documents.

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- This task assumes addressing requests for additional information (RFI) and associated plan revisions (if required). The Contractor will supply any additional survey data if required to address the RFI or plan revisions.
- Site Visits
 - CONSULTANT will provide up to 9 site observations in order for CONSULTANT to provide project and agency certifications. Documentation of each observation will be provided in electronic format to VOE/CEI staff.
- Substantial Completion Walk Through
 - Participate in a pre-final inspection for the purpose of determining if the project is substantially complete and participate with the VOE/CEI and the Contractor in the preparation of a written "punch list" of all incomplete, defective or deficient items.
- Final Completion Walk Through
 - Participate in a final inspection for the purpose of determining if the project is complete and all "punch list" items have been completed. Final Walk through will be performed in conjunction with the VOE/CEI and the Contractor. This walk through is part of the process to assist the VOE and Contractor in the preparation of the various documents needed to certify the project complete.
- Record Drawings
 - CONSULTANT shall prepare record drawings utilizing the original contract drawings as a base, and delineate changes (locations, materials, products, etc.) from the original plans as indicated by VOE's Contractor as-built drawings (and supplemented by appropriate observations by VOE, CEI and/or the CONSULTANT). These items will have detailed dimensions, locations, elevations, etc. of the actual components constructed.
- Contractor will coordinate all subcontractor's as-built information to CONSULTANT as the single point of contact for the Record Drawings for the project. It is not the intent for the CONSULTANT to provide QA/QC of the as-built data for the Contractor and/or their subcontractors. Fee identified is for CONSULTANT to review data no more than two times and draft record drawings accordingly. Any additional analysis, coordination, meetings, data review, drafting, etc. due to insufficient as-built data provided by Contractor will be provided as additional services to the VOE.
- The CONSULTANT shall provide the VOE with an electronic CAD file(s) in .dwg and/or .dgn format respectively along with a PDF copy.
- Agency Certifications

CONSULTANT will submit certifications to the following agencies at the completion of the project, assuming that the constructed works generally conform to the project specifications and permit conditions.

 - SFWMD – Stormwater Management
 - VOE – LDO

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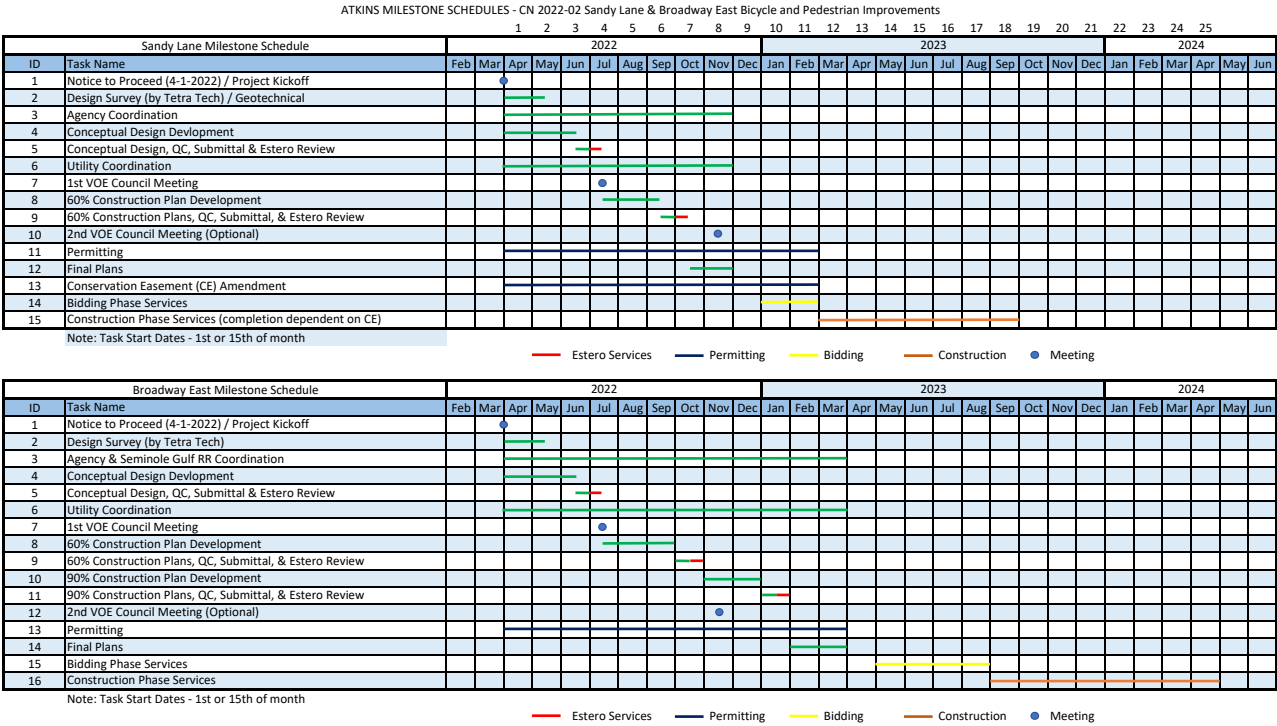
Assumptions:

- The Colonnade developer will provide the design & permitting to construct a 10- or 12-foot-wide SUP and drainage adjacent to the limits of their development along Sandy Lane and along Corkscrew Road including the new pedestrian crossing for the east leg of Corkscrew Rd. In addition, the Colonnade developer will coordinate and obtain a Lee County LDO permit for the work within Lee County right of way and will coordinate and obtain a permit modification to SFWMD Permit # 36-03277-P (Corkscrew Rd Improvements East II). If the development does not move forward in line with this project's schedule, the CONSULTANT will be prepared to obtain an easement and design the improvements.
- The Downtown Estero developer will provide right of way and provide design & permitting to construct a 12-foot-wide SUP and drainage adjacent to their parcel. If the development does not move forward in line with this project's schedule, the CONSULTANT will be prepared to obtain an easement and design the improvements.
- The VOE will work with the 8111 Broadway East developer to obtain an easement (as needed) for the CONSULTANT to provide design & permitting to construct a 12-foot-wide SUP in lieu of a 5' wide sidewalk.
- Tetra Tech who is CONSULTANT for the Broadway East Utilities Expansion Project (Septic to Storm improvements) will complete a full topographical design and right of way survey as well as subsurface utility engineering (SUE). This includes providing a complete survey topographical CAD file including a drainage survey & DTM; all right of way, easements & property lines, required updates to plats, and alignments; Level A & B SUE including but not limited to the existing 10" LCU WM along Broadway East.
- Public workshops are excluded and assumed to be accommodated during VOE's council meetings.
- Existing utility facilities requiring relocation will be designed by the utility owner. Utility relocation plans are not included in this scope of services.
- Signing and Marking plans for Sandy Lane and Broadway East will be provided by Tetra Tech excluding any signs and markings associated with the approved concept.

EXHIBIT B
PRICING PROPOSAL

ATKINS FEE ESTIMATE - CN 2022-02 Sandy Lane & Broadway East Bicycle and Pedestrian Improvements															
Fee Sheet Summary		Sr. Project Manager	Sr. Engineer III	Sr. Landscape Architect	Tech Manager II	Sr. Engineer II / Sr. Designer	Landscape Architect / Environmental Specialist	Sr. Eng. I / Sr. PI Specialist / Sr. Archaeologist	Engineer II / Sr. Scientist	Engineer I / PI Specialist	Designer / Scientist	Hours/Task	Atkins Fee	Sub-Consultant Fee	Total Fee
		\$205.00	\$195.00	\$190.00	\$170.00	\$150.00	\$135.00	\$125.00	\$105.00	\$85.00	\$75.00				
Item	Task														
1	Project Administration / Management	233		18					14			265	\$52,655.00		\$52,655.00
2	Public Involvement	4						109		18	5	136	\$16,350.00		\$16,350.00
3	Research	8						12				20	\$3,140.00		\$3,140.00
4	Data Collection														\$32,702.00
4.1	Data Collection - Survey and SUE								16			16	\$1,680.00		
4.1	Data Collection - Legal and Descriptions (up to 4)												\$4,000.00		
4.2	Data Collection - Geotechnical (Tierra)												\$0.00	\$18,642.00	
4.3	Data Collection - Traffic Data Collection (Quality Counts)												\$0.00	\$1,300.00	
4.3	Data Collection - Traffic Data Analysis					4		12	24			40	\$4,620.00		
4.4	Data Collection - Traffic Analysis - Ped Signals		4						16			20	\$2,460.00		
5	Conceptual Design														\$130,015.00
5.1	Conceptual Design - Roadway	72				16		40	136			264	\$36,440.00		
5.2	Conceptual Design - Structures	38				168						206	\$32,990.00		
5.3	Conceptual Design - Drainage					78				96	33	207	\$22,335.00		
5.4	Conceptual Design - Lighting	8	30			34						72	\$12,590.00		
5.5	Conceptual Design - Landscape Architecture			52			68				88	208	\$25,660.00		
6	Detailed Design and Construction Documents														\$264,030.00
6.1	Detailed Design - Roadway	80				32		180	412			704	\$86,960.00		
6.2	Detailed Design - Structures	44				128						172	\$28,220.00		
6.3	Detailed Design - Drainage				15	143				174	205	537	\$54,165.00		
6.4	Detailed Design - Lighting	24	99			152						275	\$47,025.00		
6.5	Detailed Design - Landscape Architecture			48			72				112	232	\$27,240.00		
6.6	Detailed Design - Signing and Pavement Marking	8				8		24	48			88	\$10,880.00		
6.7	Detailed Design - Ped Signals	24							44			68	\$9,540.00		
7	Permitting														\$91,910.00
7.1a	Environmental Permitting / Contamination				46		88		52		66	252	\$30,110.00		
7.1b	Cultural Resources					6		4			36	46	\$4,100.00		
7.1c	CRAS					15		64			116	195	\$18,950.00		
7.2	Seminole Gulf Railway Permitting	40				4			26			70	\$11,530.00		
7.3	FDOT Permitting	28				2			24			54	\$8,560.00		
7.4	LDO Permitting (VOE)	16				2			16			34	\$5,260.00		
7.5	LDO Permitting (Lee County)	24				2			20			46	\$7,320.00		
7.6	SFWMD Water Use / SFWMD LCU Reuse Permit	20				2			16			38	\$6,080.00		
8	Utility Coordination	24							16			40	\$6,600.00		\$6,600.00
9	Bid Assistance	20							4			24	\$4,520.00		\$4,520.00
10	Construction Phase Services	180				84		40	72			376	\$62,060.00		\$62,060.00
	Reimbursables														\$7,531.25
	Total														\$671,513.25
	Summary:														
	Data Collection and Concept Phase:			\$234,862.00											
	Detailed Design, Permitting, Bidding Phase			\$367,060.00											
	Construction Phase:			\$62,060.00											
	Expenses:			\$7,531.25											
	Total:			\$671,513.25											

EXHIBIT C
SCHEDULE



VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN-2022-02

Project Name: Design and Permitting Services for Sandy Lane & Broadway East Bicycle and Pedestrian Improvements

Please check as appropriate:

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

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

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

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

Signed: 

Vendor

Printed Name Charlotte Maddox

Company Name: Atkins North America, Inc.

Date: 1/24/2022

NAMES & ADDRESSES OF OWNERS

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

The Atkins North America Holdings Corporation - No one person owns greater 5%

This image shows a single page of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 16, 2022

Agenda Item:

2019 Debt – Early Retirement of \$20,000,000 note.

Description:

Management is presenting information for Council consideration regarding the early retirement of the Village's 2019 debt that was utilized to purchase 62.05 acres on both sides of the Estero River. This encompasses early payoff utilizing current cash on hand.

An additional items associated with this will be shopping the Village's banking services, to include a line of credit available for quick access.

Action Requested:

Advise Management on a direction for this proposal.

Financial Impact:

The Village could save up to \$4 million in interest with an early payoff. Additionally, \$2.5 million annually can be redirected to reserves, operating expenses, capital improvement or other efforts.

Attachments:

1. Debt Payoff presentation



2019 Taxable Revenue Note - Early Payoff

- Early payoff of Note
- Banking Services

March 16, 2022

Chris Phillips, CGFM, Finance Director

Slide 1



Early Payoff of 2019 Note

- Originally issued in January 2019
- \$20,000,000 debt issued for the purchase of 62.05 acres of set-back on both sides of the Estero River
- Total purchase price of the property was \$24,562,500
- Current outstanding principal is \$17,916,515
- Annual debt service is \$1,415,797
- Interest due if held to maturity (2029) is \$4,539,369
- Balloon principal payment due in 2029 of \$12,407,013

Slide 2



Early Payoff of 2019 Note (cont'd)

- No pre-payment fees or penalties if paid off from Village funds
- Payoff would be sourced from:
 - Debt Reduction Reserve - \$7.5m
 - General Fund Reserve - \$3.5m
 - Capital Reserve - \$7m (approximate, plus accrued interest)
- Use of General Fund Reserves requires a super majority vote. Within just one year, the Village could nearly replenish these funds with the cost savings from the debt service (\$1.4m) and the debt reserve contribution that is budgeted each year (\$1.1m).

Slide 3



Next Steps

- Discover Village Council's desire whether to move forward or stay the course with repayment schedule
- If Council desires to retire the debt early, staff will begin the process which includes:
 - Contact Capital Bank and notify of intent to pay off debt
 - Present Council with a Resolution to approve payoff
 - Amend budget to compile pooled funds for payoff

Slide 4



Predicted Results

- The Village will avert \$4.5m of interest payments
- \$2.5m of annual General Fund operating expenditures can be redirected (\$1.4m annual debt payment & \$1.1m contribution to debt retirement reserve)
- \$17.9m in cash will be reduced from Village resources
- Future debt capacity is increased
- Immediate resources for projects or capital outlay is reduced

Slide 5



Additional Actions

- Management intends to shop the Village's banking services through a Request For Proposal to include:
 - A Line of Credit available to the Village for emergency expenditures or large purchases, on a short-term repayment
 - A more robust investment services program
 - A better rate of return on deposits and an advantageous fee structure

Slide 6



QUESTIONS?

Slide 7

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
March 16, 2022

Agenda Item:

Gess Family Partnership - Gulf Coast Driving Range Property

Description:

The Gulf Coast Driving Range property is 9.85 acres and is located at 9000 Williams Road. The parcel is located south and west of the Estero Community Park and Estero High School, and east of Village-owned property. The Gess Family Partnership and Gulf Coast Driving Range LLC own the property.

The Village and the property owner's representative have been discussing a potential purchase of this property. This property could become an integral compliment of the Village's future recreation plans.

This is the last remaining parcel along Williams Road contiguous to the public property owned by the Lee County School District and Lee County Parks and Recreation. As such, the parcel has exciting potential to be used for uses by the Village or our other public agency partners. The parcel also represents something of a risk to the public agencies mentioned. This parcel has a "Village Center" zoning designation meaning that higher density may be possible. Higher densities represent potential conflicts with the many uses that may be envisioned by the public agencies, not only now but well into the future.

While a number of uses for the property have been discussed informally the purchase allows the Village to move forward with active planning.

Attached is a contract for purchase of the property signed by the Village Manager that is subject to approval by Village Council. The Village Council can, for any reason, decide not to proceed with this purchase. Should the Village Council agree to proceed with the purchase the closing on the property must occur on or before June 30, 2022.

Financial Impact:

The purchase price is \$4,250,000.00. The funds for this purchase would come from our Capital Improvement Fund Reserve.

Page 1 of 2

Prepared by: Steve Sarkozy

Attachments:

1. Gess Family Partnership & Gulf Coast Driving Range LLC Contract
2. Map location

Commercial Contract



1 **1. PARTIES AND PROPERTY:** VILLAGE OF ESTERO ("Buyer")
 2 agrees to buy and GESS FAMILY PARTNERSHIP + GULF COAST DRIVING RANGE LLC ("Seller")
 3 agrees to sell the property at:
 4 Street Address: 9000 Williams Rd, Estero, FL 33928
 5
 6 Legal Description: STRAP: 34-46-25-E4-0100C.0150
 7 FLA.GULF LAND CO.SUBD. BLK.C PB 1 PG 59 LOT 15 LES 3028/3722
 8 and the following Personal Property: _____
 9
 10 (all collectively referred to as the "Property") on the terms and conditions set forth below.
 11 **2. PURCHASE PRICE:** \$ 4,250,000.00
 12 (a) Deposit held in escrow by: TBD \$ _____
 13 ("Escrow Agent") (checks are subject to actual and final collection)
 14 Escrow Agent's address: _____ Phone: _____
 15 (b) Additional deposit to be made to Escrow Agent
 16 ☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or
 17 ☒ within 7 days after Effective Date \$ 100,000.00
 18 (c) Additional deposit to be made to Escrow Agent
 19 ☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or
 20 ☐ within _____ days after Effective Date \$ _____
 21 (d) Total financing (see Paragraph 5) \$ _____
 22 (e) Other \$ _____
 23 (f) All deposits will be credited to the purchase price at closing.
 24 Balance to close, subject to adjustments and prorations, to be paid
 25 via wire transfer. \$ 4,150,000.00
 26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of
 27 Buyer's written notice of acceptability.
 28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
 29 and Buyer and an executed copy delivered to all parties on or before February 28, 2022 AT 5PM EST, this offer
 30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
 31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
 32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
 33 _____ Calendar days will be used when computing time periods, except time periods of 5
 34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
 35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
 36 business day. Time is of the essence in this Contract.
 37 **4. CLOSING DATE AND LOCATION:**
 38 (a) **Closing Date:** This transaction will be closed on ON OR BEFORE June 30, 2022 (Closing Date), unless
 39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
 40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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41 on Closing Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after
42 the insurance underwriting suspension is lifted.

43 (b) Location: Closing will take place in LEE County, Florida. (If left blank, closing will take place in the
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before _____ days (5 days if left blank) after Effective Date, Buyer will apply for third
47 party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed
48 interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or
49 commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized
50 over _____ years, with additional terms as follows:

51
52 Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any
53 lender. Buyer will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55 the loan. Buyer will keep Seller and Broker fully informed about loan application status and authorizes the mortgage
56 broker and lender to disclose all such information to Seller and Broker. Buyer will notify Seller immediately upon
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If Buyer, after using good faith and reasonable
58 diligence, fails to obtain Loan Approval by Loan Approval Date, Buyer may within _____ days (3 days if left blank)
59 deliver written notice to Seller stating Buyer either waives this financing contingency or cancels this Contract.
60 If Buyer does neither, then Seller may cancel this Contract by delivering written notice to Buyer at any time thereafter.
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If Buyer
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65 before the Closing Date without fault on Buyer's part, the Deposit(s) shall be returned to Buyer, whereupon both
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or Buyer fails to use
68 good faith or reasonable diligence as set forth above, Seller will be entitled to retain the Deposit(s) if the transaction
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71 approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** Seller has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty
73 deed ☐ special warranty deed ☐ other _____, free of liens, easements and
74 encumbrances of record or known to Seller, but subject to property taxes for the year of closing; covenants,
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76 matters to which title will be subject) _____

77
78 provided there exists at closing no violation of the foregoing and none of them prevents Buyer's intended use of the
79 Property as _____

80 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
81 and pay for the title search and closing services. Seller will, at (check one) ☒ Seller's ☐ Buyer's expense and
82 within _____ days after Effective Date or at least 20 days before Closing Date deliver to Buyer (check one)
83 ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 Seller at or before Closing and, upon Buyer recording the deed, an owner's policy in the amount of the purchase
85 price for fee simple title subject only to exceptions stated above. If Buyer is paying for the evidence of title and
86 Seller has an owner's policy, Seller will deliver a copy to Buyer within 15 days after Effective Date. ☐ (ii.) an
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88 However, if such an abstract is not available to Seller, then a prior owner's title policy acceptable to the proposed
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90 exceptions and an update in a format acceptable to Buyer from the policy effective date and certified to Buyer or

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Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to Seller then (1.) above will be the evidence of title.

(b) **Title Examination:** Buyer will, within 15 days from receipt of the evidence of title deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if (1) Buyer fails to deliver proper notice of defects or (2) Buyer delivers proper written notice and Seller cures the defects within _____ days from receipt of the notice ("Curative Period"). Seller shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by Buyer of notice of such curing or the scheduled Closing Date. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) **Survey:** (check applicable provisions below)

☒ Seller will, within 10 days from Effective Date, deliver to Buyer copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____ prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the date this Contract is terminated.

☒ Buyer will, at ☐ Seller's ☒ Buyer's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ Buyer will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) **Ingress and Egress:** Seller warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. Seller makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require Seller to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ _____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", Buyer waives all claims against Seller for any defects in the Property. (Check (a) or (b))

☐ (a) **As Is:** Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ (b) **Due Diligence Period:** Buyer will, at Buyer's expense and within 90 days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion. During the term of this Contract, Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that Buyer deems appropriate. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that Buyer, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written consent. In the event this transaction does not close, (1) Buyer will repair all damages to the

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145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
 146 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
 147 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
 148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

149 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the
 150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
 151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
 153 business conducted on the Property in the manner operated prior to Contract and will take no action that would
 154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
 155 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted ☒ only with
 156 Buyer's consent ☐ without Buyer's consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
 158 the norms where the Property is located.

159 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
 160 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
 161 mailboxes, and security systems.

162 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
 163 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
 164 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
 165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

166 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
 167 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
 168 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
 169 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
 170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
 171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
 172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or
 173 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
 174 change in ownership/rental agent. If any tenant refuses to execute an estoppel letter, Seller, if requested by the
 175 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will
 176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
 177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
 178 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
 179 mortgages and notes, security agreements, and financing statements.

180 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
 181 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
 182 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
 183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
 184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
 185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
 187 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
 188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
 189 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
 190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
 191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
 192 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
 193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
 194 does not apply to condominium association special assessments.

195 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
 196 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
 197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

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198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
199 Social Security Numbers to the closing agent. If Buyer does not pay sufficient cash at closing to meet the
200 withholding requirement, Seller will deliver to Buyer at closing the additional cash necessary to satisfy the
201 requirement.

202 **10. ESCROW AGENT:** Seller and Buyer authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to
205 Seller or Buyer, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
217 complying party specifying the non-compliance. The non-complying party will have 7 days (5 days if left blank) after
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** Buyer or Seller shall not be required to perform any obligation under this Contract or be liable
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
228 and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
230 not met and Buyer has timely given any required notice regarding the condition having not been met, Buyer's deposit
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of Seller other than failure to make
234 the title marketable after diligent effort, Buyer may elect to receive return of Buyer's deposit without thereby
235 waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek
236 specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of Buyer, Seller may either (1)
239 retain all deposit(s) paid or agreed to be paid by Buyer as agreed upon liquidated damages, consideration for the
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
241 specific performance. If Buyer fails to timely place a deposit as required by this Contract, Seller may either (1)
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
243 waiving any remedy for Buyer's default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
245 prevailing party, which for purposes of this provision will include Buyer, Seller and Broker, will be awarded reasonable
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
250 representing a party will be as effective as if given by or delivered to that party.

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251 **17. DISCLOSURES:**

252 (a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
 253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
 254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
 255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
 256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
 258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
 259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
 261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
 262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
 263 and radon testing may be obtained from your county public health unit.

264 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
 265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will
 268 bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to
 269 Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and
 270 Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim
 271 to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any
 272 such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of
 273 the Buyer.

274 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
 275 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this
 276 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of
 277 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at
 278 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate
 279 with and assist Buyer in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☒ is not
 281 assignable ☐ is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement
 282 to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This
 283 Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if
 284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.
 286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
 287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
 288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
 289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
 290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
 291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a
 293 licensed real estate Broker other than:

294 (a) **Seller's Broker:** SELECT REAL ESTATE STEPHANIE MILLER
 295 9210 ESTERO PARK COMMONS BLVD STE 9 ESTERO FL 33928 STEPHANIE@SELECTRE.NET
 (Company Name) (Licensee)
 (Address, Telephone, Fax, E-mail)

296 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
 297 ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify) 6% of Purchase Price of 45% interest
 298 owned and paid by Gess Family Partnership and 10% of Purchase Price of 55% interest owned and paid by Gulf Coast Driving Range LLC
 299

300 (b) **Buyer's Broker:** SELECT REAL ESTATE STEPHANIE MILLER
 301 9210 ESTERO PARK COMMONS BLVD STE 9 ESTERO FL 33928 239-249-5667, 239-277-1515
 (Company Name) (Licensee)
 (Address, Telephone, Fax, E-mail)

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302 who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
 303 ☐ Seller's Broker ☒ Seller ☐ Buyer ☐ both parties pursuant to ☐ an MLS offer of compensation ☒ other (specify)
 304 total compensation outlined above, PG. 6 Line 297-298

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
 306 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
 307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
 308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
 309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
 310 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
 311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
 312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
 314 this Contract):

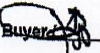
315 ☐ (A) Arbitration	☐ (E) Seller Warranty	☐ (I) Existing Mortgage
316 ☐ (B) Section 1031 Exchange	☐ (F) Coastal Construction Control Li	☐ (J) Buyer's Attorney Approval
317 ☐ (C) Property Inspection and Repair	☐ (G) Flood Area Hazard Zone	☐ (K) Seller's Attorney Approval
318 ☐ (D) Seller Representations	☐ (H) Seller Financing	☐ Other _____

319 **23. ADDITIONAL TERMS:**

320 This Contract is subject to approval by Buyer's Village Council. If this Contract is not approved by the Village Council
 321 within 45 days after the last to sign of Sellers and Buyer's Village Manager, it shall become null and void.

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342 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
 343 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL**
 344 **FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE**
 345 **PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE**
 346 **EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR**
 347 **REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER**

Buyer:  and Seller:  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

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348 **ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL**
 349 **REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER**
 350 **REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF**
 351 **THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND**
 352 **GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND**
 353 **FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.**

354 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
 355 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
 356 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
 357 to do so.

358 [Signature] Village Manager Date: 2/24/2022
 (Signature of Buyer)
 359 STEVE SARKOZY Tax ID No.: EIN 47-3445874
 (Typed or Printed Name of Buyer)
 360 Title: VILLAGE MANAGER, VILLAGE OF ESTERO Telephone: _____
 361 (Signature of Buyer) Date: _____
 362 (Typed or Printed Name of Buyer) Tax ID No.: _____
 363 Title: _____ Telephone: _____
 364 Buyer's Address for purpose of notice ROBERT D PRITT, J.D. 239.292.2147, robertdpritt@gmail.com
 365 Facsimile: _____ Email: _____
 366 [Signature] Date: 2-28-22
 (Signature of Seller)
 367 William B Gress II Tax ID No.: 61-1325676
 (Typed or Printed Name of Seller)
 368 Title: MGR GESS FAMILY PARTNERSHIP Telephone: 859 948-5833
 369 [Signature] Date: 2-28-22
 (Signature of Seller)
 370 William B Gress II Tax ID No.: 20-1443826
 (Typed or Printed Name of Seller)
 371 Title: MGR, GULF COAST DRIVING RANGE LLC Telephone: _____
 372 Seller's Address for purpose of notice: ATTN: MIKE REYNOLDS, 301 EAST MAIN STREET, SUITE 800, LEXINGTON, KY 40507
 373 Facsimile: _____ Email: bgressky@windstream.net

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