

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
MAY 18, 2022, 09:30 AM

www.Estero-fl.gov

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

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

May 18, 2022, 09:30 am

1. CALL TO ORDER

INVOCATION

Pastor Frank Brand First Baptist Church of Estero

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PROCLAMATION

a. National Boat Safety Week

Attachment: National Boat Safety Proclamation.pdf

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. May 4, 2022, Council Meeting Minutes

Attachment: 05042022 minutes.pdf

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. Resolution No. 2022-09, amending the Fiscal Year 2021-2022 Village Budget

A Resolution of the Village Council of the Village of Estero, Florida, Approving the First Budget Amendment for Fiscal Year 2021-2022 to Approve the use of Village Funds and to Recognize Increased Revenues for use in Capital Improvements and Debt Retirement; and Providing an Effective Date.

Recommended Action
Approve Resolution 2022-09, to amend the 2021-2022 Fiscal Year Budget to recognize increased revenues for use in capital improvements and debt retirement.

Financial Impact
This action will increase revenues (ARPA Grant) and increase expenditures (debt retirement and capital projects). The proposed budget amendment will add $16,964,413 of ARPA funding to the Village's budget and increase Capital Project spending from $19,206,200 to $34,500,550. The largest increases in Capital Project spending are land acquisition - $5,350,000, Utility Extension Projects - $2,688,750, and Park Projects - $1,000,000

Attachment: Resolution No. 2022-09 summary Sheet_.pdf
Attachment: Resolution 2022-09 FIRST BUDGET AMENDMENT FOR 2021-22 FY.pdf
Attachment: Resolution No. 2021-22 Final Budget for FY 2021-2022.pdf

b. Resolution No. 2022-10, Retirement of outstanding indebtedness, series 2019 Note

A Resolution of the Village Council of the Village of Estero, Florida, Authorizing and Directing that the not to exceed $20,000,000 Taxable Revenue Note, Series 2019, with Capital Bank, A Division of First Tennessee Bank National Association, Succeeded by First Horizon Bank, for the Purpose of Financing in Part the Cost of Purchasing Certain Parcels of Land, Be Paid Off in Full and the Note Cancelled; Authorizing and Directing the Mayor, Village Manager and Appropriate Staff to make Said Payment and to Execute All Documents Necessary to Pay Off and Cancel the Indebtedness; Determining that the Payment is an Optional Prepayment Without Premium; and Providing an Effective Date.

Recommended Action
Approve Resolution 2022-10, providing authority to pay off the 2019 series debt early, during fiscal year 2021-2022.

Financial Impact
The payoff will require over $17 million in cash outlay. This funding will derive from the Debt Reserve balance, General Fund reserves and Capital Improvement reserves.

Attachment: Agenda Item Summary Sheet Resolution 2022-10.pdf
Attachment: ESTERO-RESOLUTION 2022-10 PAYOFF OF FIRST HORIZON NOTE Revised.pdf
Attachment: Payoff Letter 4-6-22.pdf

c. Resolution No. 2022-13 - Stoneybrook Sidewalk Easement

A Resolution Approving and Accepting a Sidewalk Easement from Stoneybrook Community Development District; Authorizing the Village Manager to Execute on Behalf of the Village; and Providing an Effective Date.

Recommended Action
Approve Resolution No. 2022-13

Financial Impact
There are minor costs associated with recording the easements.

Attachment: Agenda Summary-Res 2022-13 SB Sidewalk Easement.pdf
Attachment: Resolution-Stoneybrook Sidewalk Easement 2022-13.pdf
Attachment: Stoneybrook West Sidewalk Easement.pdf
Attachment: Corkscrew SB Path Location.pdf
Attachment: Corkscrew Sidewalk Concept.pdf
Attachment: Corkscrew Sidewalk Plans.pdf

d. Resolution No. 2022-14 TAQ, LLC Sidewalk Easement

A Resolution Approving and Accepting a Sidewalk Easement from TAQ, LLC, as Trustee; Authorizing the Village Manager to Execute Same on Behalf of the Village; and Providing an Effective Date.

Recommended Action
Approve Resolution No. 2022-14.

Financial Impact
There are minor costs associated with recording the easements.

Attachment: Agenda Summary-Res 2022-14 TAQ Sidewalk Easement.pdf
Attachment: Estero- Resolution 2022-14 TAQ_ LLC.pdf
Attachment: TAQ Sidewalk Easement 20220301.pdf
Attachment: Corkscrew SB Path Location.pdf
Attachment: Corkscrew Sidewalk Concept.pdf
Attachment: Corkscrew Sidewalk Plans.pdf

e. Corkscrew Road Pathway Construction Contract -- Cougar Contracting

Recommended Action
Approve Misc. Contractor Services contract EC 2019-06 STA 07 with Cougar Contractor Services for $313,468 for the construction of a pathway on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to the Stoneybrook Golf Drive right turn lane.

Also approve a contingency fund amount of $31,300 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact
Fiscal impact is $344,768 which includes the contract amount of $313,468 plus a 10% contingency of $31, 300.

The Fiscal Year 2021-2022 budget includes $4.2 million for the design and permitting and construction of pathway, landscaping, street lighting along Corkscrew Road.

Attachment: Agenda Item Summary Sheet - STA 7.pdf
Attachment: EC2019-59 STA 07.pdf
Attachment: Cougar Vendor Form.pdf
Attachment: Corkscrew SB Path Location.pdf
Attachment: Corkscrew Sidewalk Plans.pdf

f. Corkscrew Road Stoneybrook Path Construction Engineering and Inspection (CEI) Contract -- AIM Engineering & Surveying

Recommended Action
Approve Misc. Professional Services contract EC 2020-07 STA 02 with AIM Engineering and Surveying for $42,211.13 for CEI service on the Corkscrew Road Stoneybrook path construction.

Also approve a contingency fund amount of $4,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Financial Impact
Fiscal impact is $46,411.13 which includes the contract amount of $42,211.13 plus a 10% contingency of $4,200.

The Fiscal Year 2021-2022 budget includes $4.2 million for the design and permitting and construction of pathway, landscaping, street lighting along Corkscrew Road.

Attachment: 2022 Agenda Item Summary Sheet - Template.pdf
Attachment: EC 2020-27 STA 1 AIM CEI Corkscrew Rd.pdf
Attachment: AIM Ownship Disclosure.pdf
Attachment: Corkscrew SB Path Location.pdf
Attachment: Corkscrew Sidewalk Plans.pdf

g. Broadway Ave. West Utility Extension Project Design and Permitting Contract -- Johnson Engineering, Inc.

Recommended Action
Motion to approve the contract with Johnson Engineering, Inc. to provide design and permitting services Broadway Ave. West UEP in the amount of $1,060,763

Also approve a contingency fund amount of $106,000 (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 Johnson Engineering, Inc. and any other related ancillary documents on behalf of the Village Council.

Financial Impact

Fiscal impact is $1,166,763 which includes the contract amount of $1,060,763 plus a 10% contingency of $106,000.

Agenda Item 7a; Resolution 2022-09 Budget Amendment No. 01 includes $1,170,000 for the Broadway Ave East UEP Project.

Attachment: Broadway W UEP Summary.pdf
Attachment: Broadway Ave W Proj Loc.pdf
Attachment: Broadway Ave W EUP Contract-Johnson.pdf
Attachment: 2022-04-29 - Project Schedule.pdf
Attachment: Johnson Ownership Disclosure.pdf

h. Broadway Ave. East Utility Extension Project Design and Permitting Contract -- Tetra Tech

Recommended Action
Motion to approve the contract with Tetra Tech, Inc. to provide design and permitting services for Broadway Ave. East UEP in the amount of $1,134,239

Also approve a contingency fund amount of $114,000 (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 Tetra Tech, Inc., and any other related ancillary documents on behalf of the Village Council.

Financial Impact

Fiscal impact is $1,248,239 which includes the contract amount of $1,134,239 plus a 10% contingency of $114,000.

Agenda Item 7a; Resolution 2022-09 Budget Amendment No. 01 includes $1,250,000 for the Broadway Ave East UEP Project.

Attachment: Broadway E UEP Summary.pdf
Attachment: Broadway E UE Loc Map.pdf
Attachment: Broadway E UEP Contract -TetraTech.pdf
Attachment: UEP E Schedule-20220429.pdf
Attachment: Tetra Tech Vendor Disclosure.pdf

i. Resolution No. 2022-15

Memorandum of Understanding (MOU) Between the Village of Estero and The Greater Estero Virtual Information Center, Inc.

A Resolution Approving a Memorandum of Understanding (MOU) Between the Village of Estero and The Greater Estero Virtual Information Center, Inc. (GEVIC); Determining that the MOU is for a Public Purpose, Authorizing the Mayor to Execute the MOU; and Providing an Effective Date.

Recommended Action
Approve Resolution No. 2022-15

Financial Impact
GEVIC is seeking a $250,000 total investment by the Village of Estero and other Founding Sponsors to launch this project. The specific request from the Village is a maximum investment of $125,000 and an equal or greater amount from Founding Sponsors over two years. These funds will cover the creation of the Virtual Information Center and operating expenses to launch. Ongoing operating revenues will come from sponsoring organizations, a business website linking subscriptions, and advertising revenue sharing. With the Chamber's assistance, the marketing partners are expected to recruit enough business subscriptions linking with the GEVIC website to generate substantial monthly subscription revenue.

Attachment: Resolution No. 2022-15 GEVIC Agenda Item Summary Sheet .pdf
Attachment: Resolution No 2022-15 Approving MOU.pdf
Attachment: Revised Memorandum of Understanding 4-12-2022.pdf
Attachment: GEVIC 7 year financial projections.pdf
Attachment: Revised GEVIC Articles of Incorporation _501_c_3_.pdf

j. Resolution No. 2022-16 Commercial Contract for the Purchase of Real Estate from GESS Family Partnership + Gulf Coast Driving Range LLC

A Resolution Approving Moving Forward to Closing on a Commercial Contract for the Purchase of Real

Estate from GESS Family Partnership + Gulf Coast Driving Range LLC, Located at 9000 Williams Road, Estero, Florida; and Providing an Effective Date.

Recommended Action
Approve the closing on Commercial Contract for the Purchase of Real Estate from GESS Family Partnership + Gulf Coast Driving Range LLC, Located at 9000 Williams Road, Estero, Florida.

Financial Impact
The purchase price is $4,250,000.00. The funds for this purchase would come from our Capital Improvement Fund Reserve. In addition, an additional $150,000 would be allocated from the same reserve to cover all of the soft costs associated with the purchase, including: attorney fees, environmental assessment, etc. In addition, these funds would provide some initial planning for the site

Attachment: GESS GULF Summary Sheet.pdf
Attachment: Resolution 2022 16.pdf
Attachment: Resolution 2022-06.pdf
Attachment: Gess Gulf ST Village Estero Fully initialed 31 22.pdf
Attachment: GessGulfVoered.pdf

8. FIRST READING

a. First Reading for Ordinance No. 2022-03, amending Ordinance No. 2019-01, Reserves Policy.

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Ordinance No. 2019 -- 01 Titled:

An Ordinance of The Village Council of the Village of Estero, Florida, Adopting a Reserve Policy; and Providing an Effective Date,

By Revising Attachment A, Reserve Policy, to Reduce the Intended Reserve Level Period From Twelve Months to Three Months and to Revise the Plan for Replenishment of Funds; and Providing an Effective Date.

Recommended Action
Motion to approve Ordinance No. 2022-03 and set date for June 1, 2022 for Second Reading and Public Hearing.

Financial Impact
Lowering the reserve requirement in the General Fund reflects industry standard reserve policies. Twelve months reserve was necessary during the early inception of the Village's finances. With stable revenue and healthy reserves in other areas, this action will align the Village's policy more so with typical, healthy reserve policies for Local Governments.

Attachment: First Reading for Ordinance No. 2022-03.pdf
Attachment: Ordinance 2022-03.pdf
Attachment: Attachment A to Ordinance No. 2019-01.pdf
Attachment: Ordinance 2019-01 Reserve Policy second reading.pdf

9. SECOND READING AND PUBLIC HEARING

a. Second Reading and Public Hearing of Ordinance 2022-02 for Miromar Outlets Signage

Ordinance 2022-02 of the Village Council of the Village of Estero, Florida, Considering an Amendment to the Commercial Planned Development, Specifically Deviation 3, for Replacement Signage for Miromar Outlets Property Located at the Northeast Quadrant of I-75 and Corkscrew Road, Consisting of Approximately 75 Acres; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Recommended Action
Applicant has requested a continuance until the June 15, 2022, Council meeting.

Financial Impact
N/A

Attachment: Agenda Item Summary Sheet 5.18.2022 Miromar Outlet Signs.pdf
Attachment: Ordinance 2022-02 Ordinance Miromar Outlet Signage.pdf

10.PUBLIC COMMENT ON NON-AGENDA ITEMS

11.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

12.VILLAGE ATTORNEY'S REPORT

13.VILLAGE MANAGER'S REPORT

14.ADJOURNMENT

General Attachments

- Transcript.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, MAY 18, 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.

09:30:58 >>Mayor Errington: GOOD MORNING.
09:31:00 WELCOME.
09:31:04 TODAY IS WEDNESDAY, MAY 18, 2022.
09:31:13 I WOULD LIKE TO CALL THIS MEETING TO ORDER FOR THE VILLAGE
09:31:17 OF ESTERO COUNCIL.
09:31:18 WITH THAT IN MIND, PLEASE TURN OFF ALL DEVICES THAT MAKE ANY
09:31:24 KIND OF NOISE THAT WOULD DISTURB US BUT ENOUGH TO GET YOU
09:31:28 OUT OF HERE IF YOU HAD AN EMERGENCY.
09:31:31 AT THIS TIME, I WILL ASK FOR OUR INVOCATION FROM PASTOR
09:31:35 FRANK BRAND FROM FIRST BAPTIST CHURCH OF ESTERO.
09:31:38 WELCOME, PASTOR.
09:31:42 >> PRAISE THE LORD.
09:31:43 GOOD TO BE WITH YOU.
09:31:45 SOMEONE ASKED ME ON THE WAY IN, BOY, YOU MUST HAVE DONE A
09:31:48 GOOD JOB THE LAST TIME YOU WERE HERE.
09:31:51 THEY ASKED YOU BACK.
09:31:52 I THINK THEY ASKED EVERYONE THEY COULD, SO I'M HERE.
09:31:56 >> THANK YOU.

09:31:58 >> PRAISE THE LORD.
09:31:59 IT'S AN HONOR TO BE WITH YOU ALL.
09:32:01 I'M THANKFUL FOR OUR COMMUNITY.
09:32:03 I TRULY MEAN THAT.
09:32:04 WE ARE BLESSED.
09:32:05 I TELL EVERYBODY THAT I CAN.
09:32:07 WITH JESUS AS MY SAVIOR, ALL OF HEAVEN AWAITS, AND THIS IS
09:32:12 THE ONLY HELL I'M EVER GOING TO EXPERIENCE.
09:32:15 AND LOOK AT IT.
09:32:16 IT'S A BEAUTIFUL, TROPICAL PARADISE AND WONDERFUL PEOPLE
09:32:19 LIKE YOURSELVES, WELL, EXCEPT FOR THE JIMS.
09:32:23 [LAUGHTER]
09:32:24 LET'S PRAY.
09:32:27 FATHER, THANK YOU FOR THE JOY OF LIFE.
09:32:31 JESUS, YOU SAID YOU CAME TO GIVE US LIFE, ABUNDANT LIFE.
09:32:37 MAY WE BE ON GUARD FOR YOU ALSO SAID THE THIEF COMES TO KILL
09:32:43 STILL AND DESTROY.
09:32:44 I PRAY FOR A CONTINUED STRENGTHENING IN OUR COMMUNITY, A

09:32:49 BOND OF UNITY AND LOVE, THE PURSUIT OF FINDING SOLUTIONS TO
09:32:54 THE PROBLEMS THAT WE FACE.
09:32:57 THANK YOU, FATHER, FOR OUR MAYOR AND COUNCIL.
09:33:01 THANK YOU FOR A VILLAGE LIKE ESTERO.
09:33:02 THANK YOU SO MUCH, FATHER.
09:33:04 THIS IS YOUR DAY, YOU MADE IT, MAY WE REJOICE AND BE GLAD IN
09:33:08 IT.

09:33:09 I THANK YOU, FATHER GOD, THAT YOU WELCOME US TO KNOW YOU,
09:33:12 FOLLOW YOU, TRUST YOU, WORSHIP YOU.
09:33:14 YOU WELCOME OUR WORSHIP, WHAT A JOY THAT IS.
09:33:17 SO I PRAY YOUR ANOINTING UPON THIS MEETING.
09:33:21 GUIDE OUR LEADERS.
09:33:22 SPEAK INTO THEIR LIVES.
09:33:24 MAY WE BE PLIABLE IN YOUR HAND AND ALLOW YOU TO MOLD AND
09:33:29 SHAPE US INTO THE PEOPLE THAT WE NEED TO BE, THAT WE WOULD
09:33:33 GLORIFY YOU IN ALL THAT WE DO IN THE PURSUIT OF WHAT'S BEST
09:33:37 FOR OUR COMMUNITY.
09:33:39 OPENLY CONFESS THAT, LORD JESUS, YOU ARE THE BEST FOR ANY
09:33:43 COMMUNITY.
09:33:44 I PRAY, FATHER, THAT YOU WOULD BURDEN OUR HEARTS TO HELP THE
09:33:49 INNOCENT, TO MINISTER TO THE HURTING, TO BE AVAILABLE TO
09:33:53 STEP IN THE LIVES AND SHARE, LORD, THE LIVES OF THOSE AROUND
09:33:58 US.
09:33:58 MAY WE TRUST YOU MORE AND MORE EVERY DAY.
09:34:02 MAY WE LOVE YOU, FATHER GOD, WITH ALL OUR HEART, MIND, SOUL
09:34:05 AND STRENGTH AND LOVE OUR NEIGHBOR AS WE LOVE OURSELVES.
09:34:08 I PRAY AND ASK ALL THIS IN JESUS NAME.
09:34:12 AMEN.
09:34:15 >> AMEN.
09:34:16 >>Mayor Errington: THANK YOU.
09:34:16 NOW, IF YOU ARE ABLE, WILL YOU PLEASE STAND.
09:34:19 I HAVE NOT ASKED ANYONE TO LEAD US OFF, BUT I'LL ASK JOANNE

09:34:23 RIBBLE.
09:34:24 [PLEDGE OF ALLEGIANCE]
09:34:39 >>Mayor Errington: MADAM CLERK, WOULD YOU PLEASE CALL THE
09:34:41 ROLL.
09:34:42 >>Joanne Ribble: HERE.
09:34:44 >>Larry Fiesel: HERE.
09:34:45 >>Jim Boesch: AYE.
09:34:47 >>Jim Ward: HERE.
09:34:48 >>Jim Wilson: HERE.
09:34:50 >>Vice-Mayor McLain: HERE.
09:34:51 >>Mayor Errington: HERE.
09:34:52 NUMBER 2 ON THE AGENDA IS APPROVAL OF AGENDA, ADDITIONS, AND
09:34:59 DELETIONS.
09:34:59 DOES ANYONE HAVE ANYTHING?

09:35:02 >>Joanne Ribble: YES, MADAM MAYOR.
09:35:04 I WOULD LIKE TO ASK TO BE EXCUSED AT 11:30.
09:35:07 I NEED TO GET TO THE AIRPORT TO CATCH A FLIGHT.
09:35:12 >>Mayor Errington: OKAY.
09:35:13 WITH THAT, DO WE HAVE A CONSENSUS, COUNCIL, THAT SHE LEAVES
09:35:17 AT 11:30?
09:35:20 >> YES.
09:35:20 >>Mayor Errington: OKAY.
09:35:21 >>Joanne Ribble: THANK YOU.
09:35:22 >>Mayor Errington: I WOULD LIKE TO ASK THAT -- WE HAVE A
09:35:25 FULL AGENDA TODAY, THAT ITEM NUMBER 7-I, GREATER ESTERO

09:35:35 GEVIC, BE MOVED FORWARD AT LEAST AT 10:45.
09:35:43 IF WE'RE NOT COMPLETED BY THAT TIME SO THAT SHE MAY BE ABLE
09:35:46 TO PARTICIPATE IN THIS.
09:35:50 DOES THAT CONCERN ANYBODY?
09:35:52 IS IT APPROVED?
09:35:53 >>Vice-Mayor McLain: JUST MOVE IT FORWARD.
09:35:55 >>Mayor Errington: AT 10:45, WE'LL MOVE IT FORWARD AND TRY
09:35:59 TO GET IT DONE.
09:36:02 IS THAT CONSENSUS?
09:36:03 THANK YOU.
09:36:04 SO NOW I NEED TO ENTERTAIN A MOTION THAT EVERYTHING IS
09:36:11 COPACETIC WITH THIS.
09:36:12 I NEED A MOTION.
09:36:14 MOTION MADE BY VICE-MAYOR McLAIN AND SECONDED BY COUNCIL
09:36:18 MEMBER RIBBLE.
09:36:19 PLEASE CALL THE ROLL.
09:36:22 >>Joanne Ribble: AYE.
09:36:24 >>Larry Fiesel: AYE.
09:36:25 >>Jim Boesch: AYE.
09:36:27 >>Jim Ward: AYE.
09:36:28 >>Jim Wilson: AYE.
09:36:30 >>Vice-Mayor McLain: AYE.
09:36:31 >>Mayor Errington: AYE.
09:36:32 I'LL ASK THE CLERK IF YOU WOULD FIND SOMEONE TO HELP US
09:36:39 MONITOR 10:45.

09:36:41 I KNOW WE CAN.
09:36:43 WE GET SO INVOLVED IN WHAT WE'RE DOING.
09:36:46 OKAY.
09:36:47 THE NEXT IS A PROCLAMATION.
09:36:50 AT THIS TIME, I WOULD LIKE TO ASK THE FLOTILLA COMMANDER,
09:36:54 TERRY SCHWINGHAMMER -- I GOT IT RIGHT -- TO COME FORWARD TO
09:37:00 ACCEPT THE PROCLAMATION FOR THE NATIONAL BOAT SAFETY WEEK.
09:37:03 THANK YOU.
09:37:11 I WILL READ THIS, AND THEN WE'LL HAVE THE PROCLAMATION TO
09:37:18 GIVE TO YOU.

09:37:19 THE PROCLAMATION SAYS: THE VILLAGE OF ESTERO PROCLAMATION.
09:37:22 WHEREAS NATIONAL SAFE BOATING WEEK IS OBSERVED TO BRING
09:37:26 ATTENTION TO IMPORTANT LIFESAVING TIPS FOR RECREATIONAL
09:37:29 BOATERS SO THAT THEY CAN HAVE A SAFER, MORE FUN EXPERIENCE
09:37:32 OUT ON THE WATER THROUGHOUT THE YEAR; AND WHEREAS, ON
09:37:35 AVERAGE, 600 PEOPLE DIE EACH YEAR IN BOATING-RELATED
09:37:39 ACCIDENTS IN THE U.S.; 79 PERCENT OF THESE ARE FATALITIES
09:37:43 CAUSED BY DROWNING; AND WHEREAS, THE VAST MAJORITY OF THESE
09:37:47 ACCIDENTS ARE CAUSED BY HUMAN ERROR OR POOR JUDGMENT AND NOT
09:37:51 BY THE BOAT, EQUIPMENT, OR ENVIRONMENTAL FACTORS; AND
09:37:55 WHEREAS, A SIGNIFICANT NUMBER OF BOATERS WHO LOSE THEIR
09:37:58 LIVES BY DROWNING EACH YEAR WOULD BE ALIVE TODAY HAD THEY
09:38:02 WORN THEIR LIFE JACKETS.
09:38:05 WHEREAS, FLOTILLA 96 OF THE UNITED STATES COAST GUARD
09:38:10 AUXILIARY IS TASKED WITH SUPPORTING THE ACTIVE DUTY COAST

09:38:14 GUARD BY PROMOTING RECREATIONAL BOATING SAFETY IN THE ESTERO
09:38:17 AREA; AND WHEREAS, FLOTILLA 96 HAS BEEN NAMED "FLOTILLA OF
09:38:23 THE YEAR" IN SOUTHWEST FLORIDA AND PLANS TO OFFER AN
09:38:28 AMBITIOUS BOATING SAFETY PROGRAM DURING THE WEEK OF MAY
09:38:31 21-27; AND NOW, THEREFORE, I, KATY ERRINGTON, MAYOR OF THE
09:38:39 VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, DO HEREBY SUPPORT
09:38:41 THE GOALS OF THE SAFE BOATING CAMPAIGN AND PROCLAIM MAY
09:38:45 21-27, 2022, AS NATIONAL SAFE BOATING WEEK AND THE START OF
09:38:51 THE YEAR-ROUND EFFORT TO PROMOTE SAFE BOATING.
09:38:56 [APPLAUSE]
09:39:15 >> THANK YOU, MADAM MAYOR, AND THE TOWN COUNCIL FOR YOUR
09:40:00 SUPPORT OF RECREATIONAL BOATING SAFETY.
09:40:03 WE'RE SO PLEASED THAT YOU SHARE OUR PASSION FOR THIS.
09:40:06 AS THE PROCLAMATION POINTED OUT SO WELL, IT'S NEVER BEEN
09:40:10 NEEDED MORE THAN IT IS NOW WITH SO MANY PEOPLE MOVING TO THE
09:40:13 SOUTHWEST FLORIDA AREA WHO ARE NEW BOATERS, HAVE NEW
09:40:16 EQUIPMENT.
09:40:17 THEY DON'T KNOW OUR WATERWAYS.
09:40:19 THEY ARE NOT REALLY FAMILIAR WITH THEIR BOATS AND THEIR
09:40:22 EQUIPMENT.
09:40:22 AND THAT'S REALLY OUR JOB AS PART OF THE AUXILIARY TO
09:40:27 SUPPORT THE COAST GUARD IN THEIR RECREATIONAL BOATING SAFETY
09:40:30 AND PUBLIC EDUCATION EFFORTS.
09:40:33 THE PROCLAMATION OUTLINED IT SO WELL HOW GREAT THE NEED IS.
09:40:38 AGAIN, WE THANK YOU SO MUCH FOR SHARING THAT PASSION WITH

09:40:40 US.
09:40:40 HAVE A GREAT MEETING.
09:40:41 THANK YOU.
09:40:43 [APPLAUSE]
09:41:10 >>Mayor Errington: PUBLIC COMMENT.
09:41:12 >>Carol Sacco: NO, MAYOR.

09:41:13 >>Mayor Errington: NO PUBLIC COMMENTS.
09:41:15 ITEM NUMBER 5, CONSENT AGENDA.
09:41:17 ANY COUNCIL MEMBERS HAVE ANY COMMENTS OR QUESTIONS REGARDING
09:41:23 THE COUNCIL MEETING MINUTES?
09:41:26 >>Jim Boesch: I MOVE WE ACCEPT THE CONSENT.
09:41:29 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER BOESCH AND
09:41:32 SECONDED BY COUNCIL MEMBER WILSON.
09:41:33 PLEASE CALL THE ROLL.
09:41:35 >>Jim Wilson: AYE.
09:41:37 >>Jim Ward: AYE.
09:41:39 >>Jim Boesch: AYE.
09:41:40 >>Larry Fiesel: AYE.
09:41:41 >>Joanne Ribble: AYE.
09:41:43 >>Vice-Mayor McLain: AYE.
09:41:43 >>Mayor Errington: AYE.
09:41:44 ITEM NUMBER 6, CONSIDERATION OF ITEMS DEFERRED FROM CONSENT
09:41:49 AGENDA.
09:41:51 WE DON'T HAVE THAT, EXCEPTION OF POSSIBLE MOVEMENT OF
09:41:58 ADDITIONS AND DELETIONS FOR ITEM 7-I.

09:42:02 NOW WE WILL START WITH ITEM NUMBER 7-A.
09:42:05 RESOLUTION NUMBER 2022-09.
09:42:10 MADAM CLERK, WILL YOU PLEASE READ THE RESOLUTION?
09:42:13 >>Carol Sacco: RESOLUTION NUMBER 2022-09, A RESOLUTION OF
09:42:17 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
09:42:20 APPROVING THE FIRST BUDGET AMENDMENT FOR FISCAL YEAR
09:42:23 2021-2022 TO APPROVE THE USE OF VILLAGE FUNDS AND TO
09:42:28 RECOGNIZE INCREASED REVENUES FOR USE IN CAPITAL IMPROVEMENTS
09:42:31 AND DEBT RETIREMENT; AND PROVIDING AN EFFECTIVE DATE.
09:42:34 >>Mayor Errington: THANK YOU.
09:42:35 STEVE, WILL YOU INTRODUCE THIS FOR US, PLEASE?
09:42:37 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:42:39 THIS ITEM REFLECTS A TRUEING UP OF THE BUDGET.
09:42:45 GIVEN THE ADDITIONAL REVENUE THAT WE RECEIVED FROM THE
09:42:50 AMERICAN RECOVERY PROGRAM ACT, THE ARPA FUNDS, OF WHICH WE
09:42:58 ALREADY RECEIVED NOW ABOUT $8.4 MILLION.
09:43:01 A BUDGET AMENDMENT LIKE THIS IS TYPICAL THROUGHOUT THE YEAR.
09:43:06 THIS IS ACTUALLY ONLY OUR FIRST ONE THIS YEAR, BUT IT
09:43:10 REFLECTS THEN ANY NEW MODIFICATIONS TO THE BUDGET AS A
09:43:15 RESULT OF ADDITIONAL SPENDING OR, IN THIS CASE, ADDITIONAL
09:43:19 REVENUES.
09:43:19 THE MONIES THAT HAVE COME IN ARE ACTUALLY CASH RECEIVED FOR
09:43:24 BENEFIT OF THE PUBLIC.
09:43:26 WE DO NOT BOOK ANY GRANT UNTIL WE ACTUALLY RECEIVE IT AND
09:43:32 THE MONEY IS IN THE BANK.

09:43:33 SO THAT'S A CONSERVATIVE WAY TO GO.
09:43:35 BUT THE MONEY THAT WE'VE RECEIVED FROM THE FEDERAL

09:43:37 GOVERNMENT IS ON ACCOUNT AND IS OUTLINED IN YOUR PACKET AS
09:43:43 TO THE USES.
09:43:46 THIS SUPPLEMENTS PRIMARILY OUR CAPITAL IMPROVEMENT PROGRAM.
09:43:52 WE'RE ALSO TALKING ABOUT DEBT REDUCTION AND THIS ITEM ON THE
09:43:58 AGENDA HERE, THE TRUEING UP OF THE BUDGET ALSO THEN AMENDS
09:44:01 THE BUDGET REFLECTING THE DEBT REDUCTION PROGRAM THAT IS
09:44:06 ALSO ON THE AGENDA THAT'S BEEN DISCUSSED PREVIOUSLY.
09:44:09 SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
09:44:13 IT DOES NOT REFLECT ANY NEW SPENDING OR AUTHORIZE ANY NEW
09:44:17 SPENDING.
09:44:17 IT SIMPLY REFLECTS THE RECEIPT OF NEW FUNDS AND APPROPRIATES
09:44:23 THEM TO YOUR CAPITAL PROGRAM.
09:44:28 >>Mayor Errington: THANK YOU.
09:44:28 COUNCIL COMMENTS, QUESTIONS?
09:44:29 COUNCIL MEMBER WILSON.
09:44:29 >>Jim Wilson: QUESTION FOR THE MANAGER.
09:44:36 DO WE HAVE ANY IDEA WHEN WE WILL RECEIVE THE ADDITIONAL
09:44:38 FUNDS FROM THE ARPA PROGRAM?
09:44:44 >>Steven Sarkozy: WE'RE SUPPOSED TO RECEIVE A SIMILAR
09:44:44 AMOUNT, ANOTHER $8.4 MILLION.
09:44:44 >>Jim Wilson: WILL THAT BE NEXT FISCAL YEAR?
09:44:49 >>Steven Sarkozy: I'M ALMOST CERTAIN IT WILL BE NEXT
09:44:51 FISCAL YEAR AND LIKELY NEXT SPRING.

09:44:53 BUT WE DON'T KNOW.
09:44:57 >>Mayor Errington: VICE-MAYOR.
09:44:59 >>Vice-Mayor McLain: SO WE DON'T RECEIVE IT UNTIL NEXT YEAR.
09:45:01 WILL IT HAVE THE SAME TIMING THAT WE HAVE TO ACTUALLY HAVE
09:45:04 IT COMMITTED BY THE END OF 2024?
09:45:08 >>Steven Sarkozy: YES.
09:45:08 >>Vice-Mayor McLain: SO WHAT WE'RE DOING IN THIS PROPOSAL IS
09:45:13 MOVING THESE UP, BANKING ON THE FACT THAT WE'RE GOING TO GET
09:45:17 THAT MONEY.
09:45:19 >>Steven Sarkozy: THIS REALLY -- YES, IT GOES INTO OUR
09:45:22 CAPITAL IMPROVEMENT PROGRAM, AND IT WILL BE THE FIRST DOLLAR
09:45:25 OUT.
09:45:27 >>Vice-Mayor McLain: THERE IS A LITTLE RISK THERE.
09:45:29 I WOULD HAVE LOT TO HAVE GOTTEN IT A LITTLE AHEAD OF TIME
09:45:32 BEFORE WE MAKE THE COMMITMENTS TO SPEND.
09:45:34 I WOULD IMAGINE IF WE DON'T GET THE MONEY, DAVID, THAT WE
09:45:37 COULD DELAY THE PROGRAMS IF THAT WAS APPROPRIATE AT THAT
09:45:40 POINT.
09:45:40 YOU WANT TO DO ALL THE PREPLANNING FOR THEM, BUT THE ACTUAL
09:45:43 IMPLEMENTATION, THAT MONEY DOESN'T SURFACE COULD PUT A
09:45:48 STRAIN -- SOMEWHAT OF A STRAIN ON OUR WHOLE BUDGETING
09:45:52 PROCESS.
09:45:53 >>Steven Sarkozy: WE'VE GOT A VERY HEALTHY CIP ALREADY.
09:45:58 SO THIS MONEY IS GOOD NEWS.

09:46:03 I DON'T THINK WE WOULD STRAIN MUCH.

09:46:08 OF COURSE, WE'LL HAVE TO DO SOME ACCOUNTING TO COMPENSATE
09:46:13 FOR ANY LOSS OF ANTICIPATED MONIES.
09:46:15 BUT THE NEW MONEY THAT WOULD BE COMING IN IN THE FUTURE IS
09:46:18 NOT CURRENTLY PART OF YOUR BUDGET.
09:46:23 >>Vice-Mayor McLain: I'LL ASK A COUPLE OF QUESTIONS ABOUT
09:46:26 SOME OF THE FUNDING WE HAVE.
09:46:27 ONE I WASN'T CLEAR ON, ESTERO COMMUNITY PARK, THERE'S
09:46:30 $760,000 FOR THAT.
09:46:32 I'M NOT SURE WHAT THAT EXPENDITURE IS DOING.
09:46:36 CAN I GET A LITTLE EXPLANATION ON WHAT THAT IS?
09:46:41 >>Steven Sarkozy: THAT'S THE MONEY THAT WE'VE GOT PUT IN
09:46:44 THERE FOR PROGRAMMING FOR THE NEXT PROJECTS THAT YOU MAY DO
09:46:48 ON LAND THAT YOU'VE ALREADY PURCHASED OR THAT YOU'RE GOING
09:46:51 TO BE PURCHASING IN THIS PACKAGE.
09:46:53 >>Vice-Mayor McLain: BUT WE'RE NOT SPENDING MONEY ON THE
09:46:55 EXISTING ESTERO REC CENTER.
09:46:57 THIS IS MONEY THAT WE'RE --
09:46:58 >>Steven Sarkozy: CORRECT.
09:46:59 >>Vice-Mayor McLain: -- FORECASTING FOR PROJECTS THAT WE'RE
09:47:02 PRETTY WELL AWARE OF.
09:47:04 OKAY.
09:47:04 THAT'S ALL THE QUESTIONS I'VE GOT.
09:47:06 >>Mayor Errington: ANY OTHER COMMENTS, QUESTIONS?
09:47:10 >>Larry Fiesel: WELL, I WOULD LIKE TO ACKNOWLEDGE AND THANK
09:47:13 CHRIS PHILLIPS FOR -- WELL, ONE, HE IS LEAVING RIGHT AWAY,

09:47:19 WHICH IS UNFORTUNATE.
09:47:20 BUT WHEN THIS FIRST CAME OUT, IT WAS ANNOUNCED WE WERE GOING
09:47:22 TO GET, I THINK, $15.3 MILLION.
09:47:24 AND CHRIS, IN A PHONE CALL THAT I WAS A PART OF, ASKED, HOW
09:47:28 DID THEY FIGURE THAT?
09:47:30 AND THEY CAME BACK LATER AND SAID, WELL, WE MISCALCULATED.
09:47:34 YOU'RE GOING TO GET 16.8.
09:47:36 BUT HE HAD SOME ANXIOUS MOMENTS IN BETWEEN THOSE TWO
09:47:39 CONVERSATIONS, I UNDERSTAND.
09:47:42 >>Mayor Errington: THANK YOU.
09:47:42 ANY OTHER COMMENTS?
09:47:44 ALL GOOD COMMENTS.
09:47:46 PUBLIC COMMENT?
09:47:50 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
09:47:52 >>Mayor Errington: NO PUBLIC OR E.
09:47:54 THANK YOU.
09:47:55 I'LL NOW ENTERTAIN A MOTION TO -- REGARDING RESOLUTION
09:48:02 NUMBER 2022-09.
09:48:07 MOTION MADE BY COUNCIL MEMBER RIBBLE AND SECONDED BY COUNCIL
09:48:09 MEMBER FIESEL.

09:48:10 PLEASE CALL THE ROLL.
09:48:11 >>Joanne Ribble: AYE.
09:48:13 >>Larry Fiesel: AYE.
09:48:15 >>Jim Boesch: AYE.
09:48:16 >>Jim Ward: AYE.

09:48:17 >>Jim Wilson: AYE.
09:48:19 >>Vice-Mayor McLain: AYE.
09:48:20 >>Mayor Errington: AYE.
09:48:21 ITEM NUMBER 7-B IS RESOLUTION NUMBER 2022-10.
09:48:29 MADAM CLERK, PLEASE READ THE RESOLUTION.
09:48:31 >>Carol Sacco: RESOLUTION NUMBER 2022-10, A RESOLUTION OF
09:48:34 THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
09:48:38 AUTHORIZING AND DIRECTING THAT THE NOT TO EXCEED 20 MILLION
09:48:43 TAXABLE REVENUE NOTE, SERIES 2019, WITH CAPITAL BANK, A
09:48:47 DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION,
09:48:49 SUCCEEDED BY FIRST HORIZON BANK, FOR THE PURPOSE OF
09:48:52 FINANCING IN PART THE COST OF PURCHASING CERTAIN PARCELS OF
09:48:58 LAND, BE PAID OFF IN FULL AND THE NOTE CANCELED; AUTHORIZING
09:49:02 AND DIRECTING THE MAYOR, VILLAGE MANAGER AND APPROPRIATE
09:49:05 STAFF TO MAKE SAID PAYMENT AND TO EXECUTE ALL DOCUMENTS
09:49:08 NECESSARY TO PAY OFF AND CANCEL THE INDEBTEDNESS;
09:49:10 DETERMINING THAT THE PAYMENT IS AN OPTIONAL PREPAYMENT
09:49:12 WITHOUT PREMIUM; AND PROVIDING AN EFFECTIVE DATE.
09:49:16 >>Mayor Errington: THANK YOU.
09:49:17 STEVE?
09:49:17 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:49:20 THIS IS A BIG ISSUE, OF COURSE, PAYING OFF OVER $17 MILLION
09:49:25 OF DEBT, ALMOST 18 MILLION.
09:49:27 WHEN THE VILLAGE PURCHASED THE ESTERO ON THE RIVER PROPERTY,
09:49:30 THAT 62.5 ACRES OF LAND AT THE CORNER OF CORKSCREW AND U.S.

09:49:35 41, THE FINANCING PLAN FOR THAT INCLUDED NOT ONLY
09:49:41 SUBSTANTIAL DOWN PAYMENT, BUT ALSO A FINANCING APPROACH
09:49:47 WHERE WE HAD A BALLOON PAYMENT IN 2019 -- BACK UP, 2024 --
09:49:59 NO, 29.
09:50:00 I KNEW A 9 WAS IN THERE SOMEPLACE.
09:50:06 WE PLANNED TO SET ASIDE EACH YEAR $1.6 MILLION FOR THE
09:50:10 PURPOSE OF PREPAYING THAT DEBT.
09:50:12 AND WE'VE BEEN PUTTING MONEY ASIDE FOR THAT PURPOSE.
09:50:16 SO WE HAVE A SUBSTANTIAL AMOUNT IN THAT FUND THAT CAN BE
09:50:21 USED EASILY TO PAY DOWN THAT DEBT.
09:50:24 THAT WAS PUT INTO A SEPARATE RESERVE FUND, RESERVED AND
09:50:29 AVAILABLE ONLY WITH COUNCIL APPROVAL.
09:50:31 WE ALSO HAVE A VERY SUBSTANTIAL GENERAL FUND RESERVE WHERE
09:50:39 WE HAVE FULLY 12 MONTHS OF OUR ANNUAL OPERATING REVENUE IN A
09:50:42 SEPARATE RESERVE.
09:50:44 AGAIN, ESTABLISHED BY THE VILLAGE COUNCIL.

09:50:47 ALSO, WITH A HEALTHY CAPITAL IMPROVEMENT PROGRAM, IT SIMPLY
09:50:53 MAKES SENSE AT THIS TIME TO PAY OFF THIS DEBT AND, ONCE
09:50:57 AGAIN, BE COMPLETELY DEBT-FREE.
09:50:59 OUR POLICIES ARE THAT WE DO PROJECTS ON A PAY-AS-YOU-GO
09:51:05 BASIS, AND THERE WILL BE PROJECTS IN THE FUTURE THAT REQUIRE
09:51:09 SOME TYPE OF FINANCING WITH DEBT, BUT IT'S REALLY
09:51:16 APPROPRIATE TO BRING THIS DOWN AND PAY OFF THE DEBT AND BE
09:51:19 IN A VERY, VERY HEALTHY POSITION AS WE MOVE FORWARD.
09:51:23 SO THIS COMES TO YOU WITH A RECOMMENDATION TO RETIRE THIS

09:51:28 DEBT.
09:51:29 IT WILL SAVE OVER $4 MILLION BETWEEN NOW AND 2029 IN
09:51:34 INTEREST PAYMENTS THAT WE NO LONGER HAVE TO MAKE.
09:51:37 FURTHER, THAT $1.6 MILLION THAT'S ALLOCATED ANNUALLY TOWARD
09:51:43 DEBT REPAYMENT, OF COURSE, WON'T BE NEEDED BECAUSE YOU WON'T
09:51:46 HAVE ANY DEBT LEFT.
09:51:47 SO THIS WILL FREE UP SOME CAPACITY WITHIN YOUR C.I.P.
09:51:55 WE'VE GONE THROUGH THIS IN THE PAST SO THAT WE'VE OUTLINED
09:51:59 HOW THIS CAN BE DONE.
09:52:01 THE TERMS OF THE ORIGINAL LOAN WERE THAT WE WERE ALLOWED TO
09:52:06 PAY THIS OFF WITHOUT PENALTY, AND WE THINK IT'S AN
09:52:10 APPROPRIATE MOVE TO EXECUTE THIS AT THIS POINT IN TIME.
09:52:14 SO THIS COMES TO YOU WITH A RECOMMENDATION.
09:52:17 THERE WILL BE OTHER ACTION ITEMS NEEDED.
09:52:20 AND I'LL EXPLAIN THAT LATER IN THE AGENDA, BUT THIS IS
09:52:24 REALLY A GREAT MOVE FOR A COMMUNITY TO HAVE SOME MAJOR
09:52:28 ASSETS AND NO DEBT.
09:52:30 >>Mayor Errington: THANK YOU.
09:52:30 ANY COUNCIL COMMENTS?
09:52:35 >>Jim Ward: BRING US BACK TO WHERE WE STARTED ON THIS.
09:52:37 THE GENESIS OF THIS WAS ESSENTIALLY THE FACT THAT WE WERE
09:52:40 PAYING $700,000 OF INTEREST COSTS ON AN ANNUAL BASIS ON THE
09:52:44 $17 MILLION OF DEBT, WHILE WE HAD SIGNIFICANT FUNDS IN OUR
09:52:49 ACCOUNTS EARNING LITTLE TO NO INTEREST.
09:52:52 SO IT JUST MADE A LOT OF SENSE TO DO THIS.

09:52:55 THE OTHER PART OF THIS THAT I'VE DISCUSSED WITH STEVE, I
09:52:59 HOPE AT SOME POINT IN TIME WE'RE ABLE TO INITIATE A LINE OF
09:53:03 CREDIT WHICH WOULD BACK UP OUR ABILITY TO USE A LINE OF
09:53:05 CREDIT IF WE NEED FUNDS IN THE FUTURE.
09:53:07 BUT RIGHT NOW, OUR CAPITAL STRUCTURE IS VERY SOUND.
09:53:10 >>Mayor Errington: THANK YOU.
09:53:11 ANY OTHER COMMENTS ON THIS SIDE OVER HERE?
09:53:15 JON?
09:53:15 >>Vice-Mayor McLain: STEVE, I'M LOOKING AT THIS DOCUMENT FOR
09:53:18 COMMERCIAL LINE PAYOFF FROM FIRST HORIZON.
09:53:20 IT DOES LOOK LIKE THERE IS A PREPAYMENT PENALTY OF ALMOST 85
09:53:24 -- 84,599.

09:53:26 IS THAT GOING TO BE WAIVED?
09:53:28 >>Steven Sarkozy: NO.
09:53:29 THAT IS THE SMALL AMOUNT THAT WE HAVE TO PAY FOR -- I
09:53:33 BELIEVE IT IS FOR AN ADMINISTRATIVE FEE AND A PART OF THE
09:53:39 INTEREST PAYMENT DURING THE PERIOD OF CLOSURE HERE.
09:53:44 >>Jim Ward: I BELIEVE, IF I'M CORRECT, THAT WAS IF WE
09:53:46 REFINANCED THE DEBT TO ANOTHER INSTITUTION, THEN WE COULD BE
09:53:50 SUBJECT TO THAT PENALTY.
09:53:51 IN THIS CASE, WE ARE USING INTERNAL FUNDS, SO I DON'T THINK
09:53:56 THAT NECESSARILY APPLIES.
09:53:58 >>Jim Boesch: I DON'T THINK SO EITHER.
09:53:59 FIRST OF ALL, I WOULD LIKE TO ON BEHALF OF THE COUNCIL THANK
09:54:04 JIM FOR ALL THE WORK HE'S DONE WITH WORKING WITH THE FINANCE

09:54:11 DIRECTOR AND STEVE IN TRYING TO BRING UP THIS PROGRAM, WHICH
09:54:14 I AGREE WITH YOU, DOESN'T MAKE SENSE PAYING 700,000 IF YOU
09:54:18 DON'T HAVE TO PAY THE 700,000.
09:54:22 I WOULD SAY, STEVE, WHEN WE MAKE A REQUEST FOR TWO OR THREE
09:54:28 INSTITUTIONS TO COME AND TALK TO US AND FINALIZE THE PROGRAM
09:54:32 THAT WE'RE LOOKING AT, WE'RE GOING TO BE TALKING ABOUT A
09:54:34 LINE OF CREDIT IN THAT PRESENTATION, AM I CORRECT ON THAT?
09:54:41 >>Steven Sarkozy: WHAT WE WOULD PROPOSE TO DO IS REBID OUR
09:54:45 BANKING SERVICES CONTRACT.
09:54:47 WHEN WE DID THAT ORIGINALLY, WE HAD, I BELIEVE, NINE
09:54:52 DIFFERENT MAJOR BANKS THAT WERE INTERESTED IN PROVIDING
09:54:54 SERVICES.
09:54:56 AND THE BASIS OF THE BID IS THEIR LEVEL OF SUPPORT TO US,
09:55:01 THEIR INTEREST RATE ON SHORT-TERM FUNDS THAT WE WOULD
09:55:06 PROVIDE THEM, AND A VARIETY OF OTHER THINGS.
09:55:09 AND AMONG THE CRITERIA THAT WE'LL PUT IN THE NEW BID WOULD
09:55:13 BE THE AVAILABILITY AND THE TERM OF A LINE OF CREDIT.
09:55:18 SO IT'S NOT UNUSUAL TO DO THAT, BUT WE'LL FRAME THAT UP HERE
09:55:28 IN THE NEXT FEW MONTHS AND THEN PUT THAT OUT TO THE BANKING
09:55:31 COMMUNITY.
09:55:38 >>Vice-Mayor McLain: STEVE, I WOULD LIKE YOU TO LOOK AT
09:55:40 THAT.
09:55:40 THE ORIGINAL TERMS OF THE AGREEMENT, IF THERE WAS NO
09:55:42 PREPAYMENT PROGRAM, I DON'T LIKE TO SEE A LETTER LIKE WE
09:55:45 RECEIVED THAT ACTUALLY ILLUSTRATES THAT THERE IS A

09:55:46 PREPAYMENT PENALTY.
09:55:48 >>Steven Sarkozy: WE'LL FRAME THAT UP AND GET BACK TO YOU
09:55:50 WITH A DESCRIPTION OF WHAT THAT IS.
09:55:53 WE'LL DO THAT BEFORE WE MAKE ANY DEBT PAYMENTS.
09:55:59 >>Mayor Errington: HAVE A COMMENT FROM OUR ATTORNEY.
09:56:03 >>Robert Pritt: THANK YOU.
09:56:03 SECTION 2 OF THE RESOLUTION DEALS WITH THAT ISSUE.
09:56:08 ESSENTIALLY IT SAYS THAT THE PAYMENT HEREIN CONSTITUTES A

09:56:11 PREPAYMENT IN FULL OF THE NOTE UNDER THE LOAN AGREEMENT.
09:56:14 SECTION 5.04, OPTIONAL PAYMENT, II, WHICH PROVIDES THAT THE
09:56:19 NOTE SHALL AT THE OPTION OF THE BORROWER BE SUBJECT TO
09:56:22 PREPAYMENT OR PART ANYTIME FROM ANY LEGALLY AVAILABLE
09:56:26 REVENUES OF THE BORROWER, PROVIDES LEGALLY AVAILABLE
09:56:30 REVENUES DO NOT CONSTITUTE PROCEEDS OF REFUNDING DEBT
09:56:33 ISSUANCE FROM A LEVYING INSTITUTION AT THE PREPAYMENT PRICE
09:56:37 OF PAR PLUS ACCRUED INTEREST THROUGH THE DATE OF PREPAYMENT
09:56:40 WITHOUT PREMIUM.
09:56:42 SO IF THEY ARE GOING TO TRY TO CHARGE THE PREMIUM, WE MAY
09:56:47 NEED TO COME BACK TO YOU.
09:56:48 THEY'VE INDICATED THAT WE THINK THAT IS A MISTAKE.
09:56:53 SO WE PUT THAT INTO SECTION 2 OF YOUR RESOLUTION.
09:56:58 >>Vice-Mayor McLain: OKAY.
09:56:58 GOOD.
09:56:59 >>Mayor Errington: SOUNDS GOOD.
09:57:00 ANY OTHER COMMENTS?

09:57:01 THIS IS VERY, VERY EXCITING TO THINK THAT WE WENT THROUGH A
09:57:09 HURRICANE HERE IN 2017 AND THEN TWO YEARS LATER, WE
09:57:13 PURCHASED LAND AND WENT IN DEBT $24 MILLION.
09:57:19 AND THEN TODAY WE ARE IN A POSITION TO PAY THIS OFF.
09:57:23 THAT GIVES ME GOOSE BUMPS.
09:57:25 IT'S EXCITING.
09:57:26 THANK YOU.
09:57:28 DO YOU HAVE ANY COMMENTS?
09:57:30 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENT.
09:57:33 >>Mayor Errington: NO COMMENTS FROM THE PUBLIC ON PAYING OFF
09:57:36 A DEBT LIKE THIS.
09:57:38 WOW.
09:57:38 OKAY.
09:57:41 WELL, NOW I WILL ENTERTAIN A MOTION.
09:57:44 MOTION HAS BEEN MADE BY COUNCIL MEMBER JIM WARD.
09:57:52 AND SECONDED BY COUNCIL MEMBER JIM WILSON.
09:57:56 PLEASE CALL THE ROLL, PLEASE.
09:57:59 >>Jim Wilson: AYE.
09:58:00 >>Jim Ward: AYE.
09:58:01 >>Jim Boesch: AYE.
09:58:03 >>Larry Fiesel: AYE.
09:58:04 >>Joanne Ribble: AYE.
09:58:06 >>Vice-Mayor McLain: AYE.
09:58:07 >>Mayor Errington: AYE.
09:58:08 WONDERFUL.

09:58:10 ITEM NUMBER 7-C, RESOLUTION NUMBER 2022-13.
09:58:20 MADAM CLERK, PLEASE READ THE RESOLUTION.
09:58:21 >>Carol Sacco: RESOLUTION NUMBER 2022-13, A RESOLUTION
09:58:26 APPROVING AND ACCEPTING A SIDEWALK EASEMENT FROM STONEYBROOK

09:58:29 COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE VILLAGE
09:58:32 MANAGER TO EXECUTE ON BEHALF OF THE VILLAGE; AND PROVIDING
09:58:34 AN EFFECTIVE DATE.
09:58:37 >>Mayor Errington: THANK YOU.
09:58:38 STEVE, THIS IS WHERE YOU EXPLAINED THE BUNDLING.
09:58:42 >>Steven Sarkozy: YES.
09:58:43 >>Mayor Errington: WE'RE GOING TO DO SOMETHING A LITTLE
09:58:45 DIFFERENT TODAY.
09:58:46 STEVE IS GOING TO EXPLAIN IT TO YOU ABOUT THE NEXT FOUR
09:58:49 ITEMS ON THE AGENDA.
09:58:51 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:58:53 THE NEXT FOUR ITEMS, E, D -- SORRY, C, D, E AND F, ALL
09:59:01 RELATE TO THE SIDEWALK AND OFF-ROAD PATHWAY ALONG THE SOUTH
09:59:07 SIDE OF CORKSCREW FROM BEN HILL GRIFFIN EASTWARD IN FRONT OF
09:59:13 THE STONEYBROOK COMMUNITY.
09:59:15 PREVIOUSLY, THE VILLAGE ENTERED INTO AN INTERLOCAL AGREEMENT
09:59:19 WITH LEE COUNTY TO DO THIS IMPROVEMENT.
09:59:28 AND THESE ITEMS HERE ARE ALL RELATED IN GETTING US THIS
09:59:33 SMALL SECTION OF SIDEWALK COMPLETE.
09:59:35 THEY ALL REQUIRE A SEPARATE MOTION AND A VOTE, BUT IT'S
09:59:39 HELPFUL TO UNDERSTAND THAT THEY ARE ALL RELATED AND GO

09:59:42 TOWARDS THE SAME PROJECT.
09:59:43 I'LL ASK DAVID WILLEMS TO COME FORWARD AND EXPLAIN THESE ONE
09:59:48 RIGHT AFTER THE OTHER.
09:59:50 BUT, AGAIN, THEY ARE ALL NEEDED TO IMPLEMENT THE PRIOR
09:59:54 COUNCIL ACTION.
09:59:57 >>Mayor Errington: WELCOME, DAVID.
09:59:59 >>David Willems: GOOD MORNING.
10:00:01 SO WHAT I WAS GOING TO DO IS JUST KIND OF PROVIDE AN OVERALL
10:00:05 PICTURE OF THE WHOLE PROJECT ITSELF AND THEN I CAN GO OVER
10:00:09 EACH AGENDA ITEM SEPARATELY.
10:00:11 SO WHAT WE'RE LOOKING AT DOING IS ACTUALLY INSTEAD OF THE
10:00:15 COUNTY JUST LEAVING -- THEY HAD A 5- OR 6-FOOT SIDEWALK FROM
10:00:18 STONEYBROOK GOLF BOULEVARD TO STONEYBROOK GOLF DRIVE.
10:00:24 WE HAVE WORKED WITH THE CONTRACTOR AND THE COUNTY, THAT THEY
10:00:27 WERE -- WE'RE GOING TO WORK TOGETHER AND TRY TO GET AT LEAST
10:00:29 A PORTION OF THE 10-FOOT PATH THAT THE VILLAGE WANTS TO
10:00:32 INSTALL.
10:00:33 YOU HAVE ON THIS MAP, IT SHOWS WHERE THE 10-FOOT PATH WOULD
10:00:36 GO AND THEN WHERE WE REALLY AREN'T ABLE TO DO THE 10-FOOT
10:00:40 PATH RIGHT NOW.
10:00:41 THE REASON FOR THAT IS THERE IS A TURN LANE TO GO INTO WHERE
10:00:44 THE SCHOOL IS.
10:00:45 THAT TURN LANE GETS REALLY TIGHT WITH THE EXISTING POWER
10:00:48 LINES.
10:00:49 TO REALLY PUT THE 10-FOOT PATH IN, WE HAVE TO GET FPL TO PUT

10:00:54 THE POWER LINES UNDERGROUND.
10:00:56 WORKING WITH FPL, THAT WILL PROBABLY TAKE A YEAR OR MORE TO
10:00:59 ACCOMPLISH.
10:01:00 SO WE'RE NOT ABLE TO FIT THAT IN RIGHT NOW.
10:01:02 SO THE COUNTY IS GOING TO GO AHEAD AND BUILD THE SIX-FOOT
10:01:06 SIDEWALK RIGHT THERE.
10:01:07 IN TWO YEARS, WE'LL TEAR THAT OUT ONCE WE'RE ABLE TO WORK
10:01:10 WITH FPL.
10:01:12 THE OTHER SECTION, THE ORANGE SECTION ON THE MAP HERE, THE
10:01:15 COUNTY HAS AGREED, AND IT'S NOT GOING TO SLOW DOWN THE
10:01:19 WIDENING OF CORKSCREW ROAD, TO LET THE CONTRACTOR BUILD THE
10:01:23 TEN-FOOT PATH THERE.
10:01:24 SO THE COUNTY IS GOING TO GIVE THE CONTRACTORS THE MONEY
10:01:28 THEY WOULD HAVE SPENT ANYWAYS, AND THEN WE'RE GOING TO PAY
10:01:30 FOR THE ADDITIONAL COST FOR THE TEN-FOOT PATH AND THEN ALSO
10:01:33 TO MOVE OVER THE PATH ITSELF.
10:01:35 BECAUSE WE'RE GOING TO PUT THE PATH ON THE OUTSIDE OF THE
10:01:38 RIGHT-OF-WAY.
10:01:39 BUT IN ORDER TO ACCOMPLISH AND JUST REAL BRIEFLY, THESE ARE
10:01:43 THE PLANS FOR THE PATH, AND THEN THE TOP ONE IS REALLY WHERE
10:01:49 IT'S GOING TO BE MOST OF THE WAY, WHERE WE ARE GOING TO NOW
10:01:52 HAVE THE ROADWAY, A SWALE AND THEN THE PATH.
10:01:55 THERE ARE A COUPLE OF LOCATIONS WHERE STONEYBROOK HAS A
10:01:59 PRESERVE THAT IS A WETLAND PRESERVE THAT'S RIGHT UP ALONG
10:02:01 THE RIGHT-OF-WAY, SO WE'RE NOT ABLE TO DO THAT.

10:02:04 SO THE PATH WILL ACTUALLY BE NEXT TO THE ROAD, BUT NEVER --
10:02:07 THERE IS ALWAYS GOING TO BE FIVE TO SIX FEET BETWEEN THE
10:02:10 PATH AND THE CURB.
10:02:12 SO THAT'S WHAT IT IS GOING TO LOOK LIKE.
10:02:15 COUNCIL HAS SEEN THE LAYOUT BEFORE, AND REALLY THIS LAYOUT
10:02:19 COMPLIES WITH THE CONCEPT WITH A COUPLE OF DIFFERENT --
10:02:22 LITTLE BIT DIFFERENCES IN THAT -- IN SOME SPOTS, INSTEAD
10:02:27 OF -- THE ORIGINAL CONCEPT SHOWED STRAIGHT PATHS, SO WE'VE
10:02:30 ACTUALLY WIGGLED THEM A LITTLE BIT.
10:02:32 YOU CAN SEE HERE ON THE LEFT HERE AND THEN THROUGH HERE, IT
10:02:35 WIGGLES AROUND SOME POWER POLES INSTEAD OF IT BEING
10:02:38 STRAIGHT.
10:02:39 GENERALLY, IT'S THE SAME LAYOUT.
10:02:41 IT'S JUST A LITTLE MORE WIGGLES JUST SO IT'S A BETTER PATH
10:02:45 TO WALK ON.
10:02:46 HERE IS WHERE WE HAVE TO TIE INTO THE EXISTING -- WELL, THE
10:02:50 PROPOSED SIX-FOOT PATH.
10:02:52 AND YOU CAN SEE HERE, THAT'S WHERE THE TURN LANE STARTS.
10:02:55 JUST NOT ROOM ENOUGH FOR THE 10-FOOT PATH RIGHT NOW.
10:02:59 AND THIS IS WHERE IT KIND OF STARTS -- I'LL BREAK IT UP INTO
10:03:02 WHAT WE'RE TRYING TO ACCOMPLISH.
10:03:03 SO THE FIRST TWO ITEMS ARE ACTUALLY THE EASEMENTS FROM THE

10:03:06 PRIVATE LANDOWNERS.
10:03:07 THEY ARE GIVING US THE EASEMENTS AT NO COST TO BE ABLE TO
10:03:10 PUT IN THE 10-FOOT PATH.

10:03:13 THERE ARE TWO PROPERTY OWNERS.
10:03:14 ONE IS STONEYBROOK CDD, AND THEN THE OTHER IS TAQ, LLC.
10:03:19 AND THEY OWN THE PROPERTY WHERE DUFFY'S IS LOCATED.
10:03:23 SO THIS SHOWS WHERE THEY ARE LOCATED.
10:03:25 THE RED IS WHERE STONEYBROOK IS GIVING US AN EASEMENT, AND
10:03:29 THEN THE BLUE IS WHERE TAQ IS GIVING US THE EASEMENT AND THE
10:03:32 YELLOW IS WHERE WE DON'T NEED AN EASEMENT.
10:03:35 IT'S IN THE RIGHT-OF-WAY AND/OR THERE'S ALREADY A SLOPE
10:03:39 EASEMENT ASSOCIATED WITH THE ROADWAY, SO WE DON'T NEED TO
10:03:41 GET A SEPARATE EASEMENT.
10:03:42 WITH THAT, I CAN GO INTO THE ACTUAL AGENDA ITEMS THEMSELVES.
10:03:50 >>Jim Boesch: CAN I ASK A QUESTION?
10:03:52 THESE ENGINEERING THINGS ARE WONDERFUL FOR PEOPLE THAT ARE
10:03:58 LIKE YOU THAT ARE PROFESSIONAL ENGINEERS.
10:04:03 DESCRIBE THE SEQUENCE, THE SIMPLE SEQUENCE SO THAT WHEN
10:04:06 PEOPLE ASK US WHAT'S GOING TO HAPPEN, WHAT -- WE APPROVE
10:04:12 TODAY, HOW IS IT GOING TO WORK?
10:04:14 >>Mayor Errington: MAY I INTERJECT?
10:04:16 I KNOW THAT IS AN EXCELLENT QUESTION.
10:04:19 CAN WE FINISH THE UMBRELLA?
10:04:22 YOU HOLD THAT THOUGHT.
10:04:23 AND YOU'LL HAVE AN ANSWER.
10:04:26 >>David Willems: I CAN ANSWER IT NOW.
10:04:27 I'M DONE WITH THE OVERALL.
10:04:29 I WAS GOING TO TALK ABOUT THAT WITH THE CONSTRUCTION.

10:04:31 SO WE HAVE THE FIRST TWO ARE THE EASEMENTS.
10:04:33 SO WE NEED TO GET EASEMENTS FROM THE LANDOWNER.
10:04:36 THE FIRST TWO ITEMS ARE ACTUALLY COUNCIL APPROVING ACCEPTING
10:04:40 THOSE EASEMENTS.
10:04:41 WE'LL GET THOSE RECORDED, AND THEN THAT GIVES US THE
10:04:45 AUTHORITY TO HAVE A CONTRACTOR BUILD THE IMPROVEMENTS.
10:04:48 THE THIRD ITEM IS FOR THE CONTRACTOR, CONSTRUCTION CONTRACT
10:04:52 WITH THE CONTRACTOR TO ACTUALLY BUILD IT.
10:04:56 THE CONTRACTOR WITH SUPPLY THE WAY IT IS, THINKS IT WILL
10:05:01 TAKE ABOUT SIX MONTHS TO BUILD IT.
10:05:03 A LOT OF THAT IS WAITING FOR MATERIALS AND STRUCTURES.
10:05:06 THE FOURTH ITEM ON THE AGENDA IS A CONSTRUCTION ENGINEERING
10:05:10 INSPECTION CONTRACT WITH THE COMPANY THAT'S DOING THE
10:05:15 COUNTY'S WORK.
10:05:16 AND WHAT THAT DOES IS THAT GIVES US SOME EYES AND EARS ON
10:05:19 THE GROUND.
10:05:19 THEY ARE GOING TO BE WATCHING THE ENTIRE CONSTRUCTION OF THE
10:05:22 PATHWAY BECAUSE THE VILLAGE DOESN'T HAVE ENOUGH PEOPLE TO DO

10:05:25 THAT.
10:05:26 AND SO THEY ARE GOING TO -- BASICALLY, BEFORE THE END OF THE
10:05:30 YEAR, A 10-FOOT PATH AND 6-FOOT PATH IN THAT AREA.
10:05:34 THIS ISN'T EXACTLY RELATED TO THIS PROJECT, BUT THAT
10:05:36 COMMERCIAL DEVELOPMENT, IF THAT EVER HAPPENED ON THE OTHER
10:05:39 SIDE OF STONEYBROOK GOLF DRIVE, COMMUNITY DEVELOPMENT IS
10:05:44 WORKING TO GET THEM TO PUT IN THE PATH ALONG THEIR FRONTAGE

10:05:47 AS WELL.
10:05:47 SO THERE IS A POTENTIAL THAT WE MAY HAVE THE PATH ALL THE
10:05:50 WAY, BASICALLY, TO, I GUESS, IT'S FIREHOUSE LANE.
10:05:55 >>Jim Boesch: THANK YOU.
10:05:57 >>Vice-Mayor McLain: WHAT'S THE MILEAGE OF THIS PROPOSAL
10:05:59 THAT YOU'VE GOT HERE?
10:06:00 ABOUT A MILE OR LESS THAN A MILE?
10:06:02 >>David Willems: I THINK IT IS LESS THAN A MILE.
10:06:04 THE FIRST RESOLUTION IS FOR STONEYBROOK GOLF EASEMENT, AND
10:06:12 THAT IS SPECIFICALLY FOR THE AREAS IN RED.
10:06:19 THAT'S STONEYBROOK GIVING US AN EASEMENT TO INSTALL
10:06:22 SIDEWALKS.
10:06:23 IT OUTLINES THAT THE VILLAGE IS ACTUALLY GOING TO BE THE ONE
10:06:25 THAT HOLDS THE LIABILITY AND THE MAINTENANCE
10:06:30 RESPONSIBILITIES FOR THAT.
10:06:31 THEY ARE JUST GIVING US THE EASEMENT, BUT WE HAVE TO
10:06:34 MAINTAIN THE FACILITY ITSELF.
10:06:41 >>Jim Boesch: WE NEED A MOTION FOR THIS?
10:06:43 >>Mayor Errington: WAIT JUST A MINUTE.
10:06:44 THIS IS A RESOLUTION.
10:06:45 THE RESOLUTION HAS TO BE READ.
10:06:49 ARE WE READY FOR THE RESOLUTION, STEVE?
10:06:55 >> YES.
10:07:00 >>Carol Sacco: I THOUGHT I READ THAT ALREADY.
10:07:02 I DID READ THAT RESOLUTION.

10:07:04 I'LL READ IT AGAIN.
10:07:06 RESOLUTION 2022-13, A RESOLUTION APPROVING AND ACCEPTING A
10:07:10 SIDEWALK EASEMENT FROM STONEYBROOK COMMUNITY DEVELOPMENT
10:07:12 DISTRICT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ON
10:07:15 BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.
10:07:17 >>Mayor Errington: OKAY.
10:07:19 WE'VE GOT IT TWICE NOW.
10:07:21 SORRY ABOUT THAT.
10:07:22 NOW WE HAVE THE RESOLUTION, AND IF -- WE'VE ALREADY HAD THE
10:07:31 PRESENTATION.
10:07:31 WE SEE THE UMBRELLA, AS I UNDERSTAND IT, WE'RE GOING TO HAVE
10:07:34 TWO RESOLUTIONS.
10:07:36 THE SECOND RESOLUTION WILL POP UP HERE AFTER THIS VOTE, AND
10:07:38 THEN WE HAVE TWO.

10:07:40 JUST TRYING TO MAKE THIS SIMPLER.
10:07:42 WE HAVE ASKED QUESTIONS.
10:07:46 ANY OTHER QUESTIONS?
10:07:46 NO.
10:07:49 OKAY.
10:07:49 WE'LL VOTE FOR THIS ONE, AND THEN WE'LL GO INTO THE NEXT
10:07:57 ONE.
10:07:58 WE HAVE ANOTHER RESOLUTION.
10:07:59 AND THEN AFTER WE DO THAT, WE HAVE TWO THAT DO NOT REQUIRE
10:08:03 RESOLUTION, SO BY LAW YOU DON'T HAVE TO HAVE RESOLUTIONS.
10:08:05 AT THIS TIME --

10:08:08 >>Carol Sacco: EXCUSE ME, MAYOR.
10:08:09 WE HAVE NO PUBLIC COMMENT OR E COMMENT.
10:08:11 >>Mayor Errington: OKAY.
10:08:12 NO E-COMMENT.
10:08:14 >>Carol Sacco: NO.
10:08:15 >>Mayor Errington: NO E-COMMENT.
10:08:16 ENTERTAIN A MOTION.
10:08:17 MOTION MADE BY COUNCIL MEMBER BOESCH AND SECONDED BY
10:08:22 VICE-MAYOR McLAIN.
10:08:23 PLEASE CALL THE ROLL.
10:08:26 >>Joanne Ribble: AYE.
10:08:27 >>Larry Fiesel: AYE.
10:08:29 >>Jim Boesch: AYE.
10:08:31 >>Jim Ward: AYE.
10:08:32 >>Jim Wilson: AYE.
10:08:33 >>Vice-Mayor McLain: AYE.
10:08:34 >>Mayor Errington: AYE.
10:08:36 NOW WE'LL MOVE IN, WE'RE GOING TO THE SECOND PART OF THE
10:08:41 UMBRELLA, UNDER THE UMBRELLA IS RESOLUTION NUMBER 2022-14,
10:08:48 AND IT WOULD BE YOUR ITEM NUMBER D.
10:08:52 WILL YOU READ THAT RESOLUTION?
10:08:53 >>Carol Sacco: YES, MAYOR.
10:08:55 RESOLUTION 2022-14, A RESOLUTION APPROVING AND ACCEPTING A
10:08:58 SIDEWALK EASEMENT FROM TAQ, LLC, AS TRUSTEE; AUTHORIZING THE
10:09:04 VILLAGE MANAGER TO EXECUTE SAME ON BEHALF OF THE VILLAGE;

10:09:07 AND PROVIDING AN EFFECTIVE DATE.
10:09:12 >>Mayor Errington: THANK YOU.
10:09:13 DO WE HAVE ANY COMMENTS FROM THE COUNCIL ON THIS?
10:09:15 POINT THAT OUT FOR US.
10:09:17 >>David Willems: THAT IS THE BLUE LINE HERE.
10:09:19 IT'S IN -- BASICALLY IN FRONT OF THE PARKING LOT FOR DUFFY'S
10:09:22 AND STONEYBROOK GOLF.
10:09:25 >>Mayor Errington: IS THAT OKAY WITH EVERYONE?
10:09:27 OKAY.
10:09:28 NOW WE WILL ENTERTAIN A MOTION FOR THAT.

10:09:32 >>Carol Sacco: EXCUSE ME.
10:09:33 NO PUBLIC COMMENT AND NO E-COMMENTS, FOR THE RECORD.
10:09:35 >>Mayor Errington: ALL RIGHT.
10:09:38 >>Joanne Ribble: SO MOVED.
10:09:39 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER RIBBLE.
10:09:41 SECONDED BY COUNCIL MEMBER FIESEL.
10:09:47 WILL YOU PLEASE CALL THE ROLL.
10:09:50 >>Jim Wilson: AYE.
10:09:51 >>Jim Ward: AYE.
10:09:53 >>Jim Boesch: AYE.
10:09:54 >>Larry Fiesel: AYE.
10:09:55 >>Joanne Ribble: AYE.
10:09:56 >>Vice-Mayor McLain: AYE.
10:09:57 >>Mayor Errington: AYE.
10:09:59 THE NEXT ITEM IS NUMBER 7-E.

10:10:04 THAT IS THE CONTINUATION OF THE TWO LAST ONES ON THIS
10:10:08 BUNDLED GROUP THAT WE HAVE.
10:10:10 SO, DAVID, WILL YOU TELL US ABOUT THAT JUST BRIEFLY AGAIN.
10:10:15 >>David Willems: THIS ONE TAKES A LITTLE MORE OF A
10:10:18 DISCUSSION JUST SO COUNCIL UNDERSTANDS EVERYTHING THAT'S
10:10:20 GOING ON.
10:10:21 COUGAR CONTRACTING IS THE CONTRACTOR FOR THE WIDENING
10:10:25 PROJECT.
10:10:25 WHEN THEY BID ON THE PROJECT, THEY HAD CERTAIN COSTS PER
10:10:29 UNIT FOR DIFFERENT ITEMS, BUT THAT WAS DONE A YEAR AND A
10:10:34 HALF, TWO YEARS AGO, AND TALKING TO THE CONTRACTOR, WE TRIED
10:10:38 TO GET THEM TO BASICALLY JUST HONOR THOSE COSTS.
10:10:40 AND THEY GENERALLY DID FOR THINGS THAT WERE THEIRS, THE
10:10:44 PRIME CONTRACTOR, BUT FOR ITEMS THAT THEY HAD SUBCONTRACTORS
10:10:48 WORKING ON IT, BECAUSE OF THE ESCALATION AND SUPPLY AND
10:10:53 EVERYTHING GOING ON WITH WORKERS, THEY WERE NOT WILLING TO
10:10:56 HONOR THAT ORIGINAL PRICE.
10:10:59 SO THE SUMMARY KIND OF SUMMARIZES WHAT THOSE CHANGES WERE.
10:11:03 GENERALLY, WHEN YOU LOOKED AT THOSE UNIT COSTS AND COMPARE
10:11:06 IT TO WHAT THE CONTRACT IS NOW, IT'S ABOUT A 30% INCREASE IN
10:11:10 TOTAL COST.
10:11:11 SINCE THEY ARE THE ONLY -- SINCE THEY ARE THE ONE DOING IT
10:11:15 OUT THERE, REALLY WE HAVE THE CHOICE TO TAKE THIS AS IT IS
10:11:18 OR WAIT UNTIL THE ENTIRE PROJECT IS DONE AND THEN BID IT OUT
10:11:23 ON OUR OWN.

10:11:24 WE'RE REALLY NOT ABLE TO GET ANOTHER CONTRACTOR IN THERE TO
10:11:27 WORK.
10:11:28 THE COUNTY WOULDN'T BE WILLING TO ALLOW THAT.
10:11:31 REALISTICALLY, THE COSTS WOULD PROBABLY STILL HIGH.
10:11:34 OVER THE LAST YEAR AND A HALF, WE ALL HAVE SEEN LARGE
10:11:37 INCREASES IN BASICALLY EVERY COST, NOT JUST CONSTRUCTION

10:11:40 COSTS.
10:11:40 SO WHAT THIS IS, A CONTRACT WITH COUGAR CONTRACTING TO BUILD
10:11:46 THAT PATHWAY.
10:11:48 WE'RE ACTUALLY NOT PIGGY BACKING ON THE COUNTY'S CONTRACT
10:11:53 BECAUSE COUGAR IS UNDER OUR MISCELLANEOUS CONSTRUCTION
10:11:55 SERVICES CONTRACT, SO WE'RE DOING IT UNDER OUR CONTRACT,
10:12:00 HIRE THE SAME CONTRACTOR TO BUILD THE PATH ON THE COUNTY'S
10:12:03 ROAD.
10:12:04 >>Mayor Errington: COUNCIL COMMENTS?
10:12:08 >>Vice-Mayor McLain: SO LEE COUNTY, ARE THEY ALLOWING THESE
10:12:11 30% INCREASES FOR THE PROJECT OR DO THEY HAVE A FIXED PRICE
10:12:15 FOR, LIKE THE BLUE THAT'S IN THERE, THE 6-FOOT PATHWAY THAT
10:12:18 THEY ARE PUTTING IN.
10:12:19 THAT'S GOING TO BE PER THEIR CONTRACT?
10:12:21 >>David Willems: YEAH.
10:12:22 SO ANYTHING THAT WAS ALREADY ON THE PLAN, COUGAR IS REQUIRED
10:12:26 TO STICK WITH THE COSTS THAT WERE THERE.
10:12:29 BUT NOT ONLY COUGAR, BUT THE SUBCONTRACTORS BECAUSE THEY ARE
10:12:35 ALL UNDER CONTRACT TO BUILD IT FOR THAT PRICE.

10:12:37 >>Vice-Mayor McLain: THE DIFFERENCE IN PRICE, 209 TO 298, IS
10:12:42 THAT BECAUSE IT'S GONE FROM 6 TO 10 FEET?
10:12:48 >>David Willems: NO.
10:12:48 >>Vice-Mayor McLain: THAT'S NOT PART OF IT.
10:12:52 >>David Willems: NO.
10:12:53 >>Vice-Mayor McLain: THE OTHER QUESTION, WAS LEE COUNTY
10:12:56 GOING TO PUT A 6-FOOT PATHWAY IN THERE AND WE SAID WE WANT
10:12:58 TO UPGRADE IT?
10:13:00 CAN WE GO BACK TO THEM TO GET THE FUNDING THAT THEY WOULD
10:13:02 HAVE SPENT FOR THAT 6-FOOT PATHWAY.
10:13:05 >>David Willems: THEY ARE DOING THAT.
10:13:06 >>Vice-Mayor McLain: WE ARE DOING THAT.
10:13:08 >>David Willems: YEAH, THEY ARE DOING THAT.
10:13:09 >>Vice-Mayor McLain: SO THE DIFFERENCE OF THAT, ALL THE
10:13:11 CALCULATIONS IS WE'RE GOING TO SPEND 300 HUNDRED THOUSAND,
10:13:12 298 THOUSAND ON IT.
10:13:18 >>David Willems: YES.
10:13:18 >>Vice-Mayor McLain: OKAY.
10:13:18 >>David Willems: WELL, JUST TO MAKE SURE WE'RE CLEAR, THE
10:13:19 CONTRACT ITSELF IS 313.
10:13:22 WHAT WE DID IS WE COMPARED THE ACTUAL MATERIAL COSTS IN THAT
10:13:25 ONE SECTION.
10:13:25 IT TOOK OUT -- WHENEVER YOU'RE BUILDING SOMETHING, THEY HAVE
10:13:29 TO BOND IT, SO THERE ARE COSTS ASSOCIATED WITH THAT.
10:13:32 THOSE ARE TAKEN OUT.

10:13:33 YOU CAN'T REALLY COMPARE THEM.
10:13:34 SO THE CONTRACT COST IS 313,468.

10:13:39 THEN WE WANT A 10% CONTINGENCY JUST IN CASE LITTLE THINGS
10:13:43 HAPPEN.
10:13:47 >>Larry Fiesel: I KIND OF TALKED ABOUT THIS A LITTLE BIT
10:13:49 BEFORE THE MEETING, BUT THE DIFFERENCE BETWEEN THEIR BID OF
10:13:51 298, 391 AND THE THREE THIRTEEN FOUR SIXTY-EIGHT, IS THAT
10:13:55 THE MOBILIZATION COST?
10:13:56 >>David Willems: YEAH, MOBILIZATION BONDS.
10:13:59 >>Larry Fiesel: 313 INCLUDES THE MOBILIZATION.
10:14:01 >>David Willems: YES, THAT'S EVERYTHING.
10:14:04 >>Larry Fiesel: JUST FOR MY OWN CLARIFICATION, IT SAYS 100
10:14:06 DAYS TO OBTAIN CONSTRUCTION MATERIALS, AND WE'RE DEALING
10:14:09 WITH A SIDEWALK HERE WHICH IS CONCRETE AND FORMS.
10:14:12 WHAT'S TAKING A HUNDRED DAYS?
10:14:14 IS THERE SOMETHING ELSE IN THAT SIDEWALK OTHER THAN
10:14:16 CONCRETE?
10:14:18 >>David Willems: THE PATH IS PROPOSED TO BE ASPHALT.
10:14:20 ACTUALLY, IT'S THE STRUCTURES.
10:14:23 SO THERE ARE DRAINAGE STRUCTURES THAT ARE REQUIRED, AND THEY
10:14:26 HAVE TO CAST THOSE AND THAT.
10:14:28 >>Larry Fiesel: OKAY.
10:14:29 GOTCHA.
10:14:30 >>Mayor Errington: ANY ON THIS SIDE?
10:14:32 >>David Willems: THE DRAINAGE STRUCTURES HAVE TO GO IN

10:14:34 FIRST.
10:14:34 >>Larry Fiesel: SURE.
10:14:35 >>Mayor Errington: ANY MORE COMMENTS FROM COUNCIL?
10:14:38 DO WE HAVE ANY COMMENTS?
10:14:40 >>Carol Sacco: NO, MAYOR, NO COMMENTS AND NO E-COMMENTS.
10:14:46 >>Mayor Errington: WE WILL NEED A VOTE.
10:14:49 >>Jim Boesch: MAKE A MOTION TO MOVE THIS ITEM.
10:14:50 >>Mayor Errington: MOTION MADE BY COUNCIL MEMBER JIM BOESCH
10:14:53 AND SECONDED BY COUNCIL MEMBER RIBBLE.
10:14:59 >>Joanne Ribble: AYE.
10:15:00 >>Larry Fiesel: AYE.
10:15:02 >>Jim Boesch: AYE.
10:15:03 >>Jim Ward: AYE.
10:15:04 >>Jim Wilson: AYE.
10:15:06 >>Vice-Mayor McLain: AYE.
10:15:07 >>Mayor Errington: AYE.
10:15:08 THE LAST PART OF THIS BUNDLED PACKAGE IS ITEM NUMBER 7-F.
10:15:16 AND THIS IS THE CORKSCREW ROAD STONEYBROOK PATH CONSTRUCTION
10:15:22 ENGINEERING.
10:15:24 DAVID.
10:15:26 >>David Willems: WHAT THIS DOES, WE'RE HIRING AN ENGINEERING
10:15:29 FIRM, WHICH IS THE SAME ENGINEERING FIRM THAT THE COUNTY HAS
10:15:32 THAT'S OUT THERE INSPECTING THE WIDENING.
10:15:35 AND THEY ARE GOING TO INSPECT THE SIDEWALK ITSELF.

10:15:37 THEY WILL BE OUT THERE WHEN THEY ARE DOING CONSTRUCTION,

10:15:39 MAKING SURE THEY ARE PUTTING THE DRAINAGE STRUCTURES IN
10:15:41 RIGHT, MAKING SURE EVERYTHING IS LOCATED IN THE RIGHT SPOT,
10:15:44 MAKING SURE THEY ARE MAINTAINING TRAFFIC CORRECTLY.
10:15:47 AGAIN, SIMILARLY, THEY ARE ACTUALLY ON OUR MISCELLANEOUS
10:15:50 SERVICES CONTRACT, SO WE'RE CONTRACTING DIRECTLY WITH THEM,
10:15:54 BUT SINCE IT'S THE SAME FIRM, WE HAD TO USE THEM FOR CEI AND
10:16:00 THEY ARE A VERY GOOD CEI FIRM.
10:16:02 >>Mayor Errington: OKAY.
10:16:03 ANY COMMENTS?
10:16:04 VICE-MAYOR.
10:16:04 >>Vice-Mayor McLain: I SHOULD HAVE GONE TO DAVID EARLIER,
10:16:07 BUT I KNOW HE WAS BUSY.
10:16:09 SO THIS CONTRACT, DOES IT INCLUDE JUST THE ORANGE PORTION
10:16:12 THAT WE'RE TALKING ABOUT OR DOES IT INCLUDE THE FUTURE
10:16:16 EXTENSION OF THE POTENTIAL 10-FOOT WALKWAY WHERE THE COUNTY
10:16:19 IS PUTTING IN THE 6-FOOT WALKWAY?
10:16:22 >>David Willems: JUST THE ORANGE.
10:16:24 >>Vice-Mayor McLain: OKAY.
10:16:25 >>Mayor Errington: ANY OTHER COMMENTS FROM THE DAIS?
10:16:29 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
10:16:31 >>Mayor Errington: WE ARE NOW READY FOR A MOTION.
10:16:34 MOTION MADE BY COUNCIL MEMBER JIM WILSON.
10:16:40 SECONDED BY COUNCIL MEMBER JIM WARD.
10:16:42 PLEASE CALL THE ROLL.
10:16:45 >>Jim Wilson: AYE.

10:16:46 >>Jim Ward: AYE.
10:16:48 >>Jim Boesch: AYE.
10:16:49 >>Larry Fiesel: AYE.
10:16:50 >>Joanne Ribble: AYE.
10:16:51 >>Vice-Mayor McLain: AYE.
10:16:53 >>Mayor Errington: AYE.
10:16:54 WE ARE NOW ON ITEM NUMBER 7-G.
10:17:00 THIS IS THE BROADWAY AVENUE WEST UTILITY EXTENSION PROJECT
10:17:08 DESIGN AND PERMITTING CONTRACT.
10:17:10 STEVE?
10:17:11 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:17:14 COUNCIL PREVIOUSLY HAS LOOKED AT THE ISSUE OF SEPTIC SYSTEMS
10:17:19 THROUGHOUT THE COMMUNITY, AND YOU'VE IDENTIFIED THROUGH SOME
10:17:24 CONSULTING REPORTS 12 DIFFERENT AREAS OF THE COMMUNITY THAT
10:17:31 ARE PROJECT AREAS THAT ALL CONTAIN SIGNIFICANT NUMBERS OF
10:17:36 SEPTIC SYSTEMS.
10:17:39 YOU'VE ESTABLISHED A POLICY TO TRY TO REMOVE SEPTIC SYSTEMS
10:17:44 ENTIRELY FROM THE VILLAGE AND HAVE A PRETTY AGGRESSIVE
10:17:48 PROGRAM HERE TO ELIMINATE SEPTIC SYSTEMS DUE TO THE FACT
10:17:53 THAT THEY POLLUTE INTO THE ESTERO RIVER OR OTHER WATERWAYS

10:17:57 AND THEN ULTIMATELY INTO THE ESTERO BAY.
10:17:59 PREVIOUSLY, YOU'VE AUTHORIZED THE ADDRESSING OF THE FIRST
10:18:06 FOUR AREAS OF THE COMMUNITY THAT HAVE SEPTIC SYSTEMS.
10:18:11 THREE OF THOSE ARE TRAILER PARKS AND ONE IS A SANITARY SEWER
10:18:17 MAIN ALONG RIVER RANCH ROAD THAT WE'LL BE REBUILDING NEXT

10:18:21 YEAR THAT WILL ALLOW THOSE COMMUNITIES TO BE REMOVED
10:18:25 ENTIRELY FROM POLLUTING AND ALL OF THEIR EFFLUENT WILL GO
10:18:31 INTO SANITARY SEWER.
10:18:33 THE REMAINING EIGHT AREAS WERE DIVIDED UP INTO TWO PROJECTS.
10:18:40 ONE EAST OF U.S. 41 IN THE AREA OF BROADWAY AND 41, AND THE
10:18:46 OTHER ON THE WEST SIDE OF 41, AGAIN, IN THE AREA OF BROADWAY
10:18:51 BUT WEST OF 41.
10:18:53 THE NEXT TWO ITEMS, ITEM 7-G AND 7-H APPROVE THE ENGINEERING
10:19:05 AGREEMENTS FOR THOSE NEXT TWO PROJECTS.
10:19:09 AND AFTER WE DO THESE PROJECTS, WE'LL BE ENTIRELY DONE WITH
10:19:13 THE SEPTIC TO SEWER CONVERSION, SO THIS IS A BIG STEP.
10:19:21 7-G ADDRESSES THE BROADWAY AVENUE WEST UTILITY EXTENSION
10:19:27 PROJECT, AND IT'S FOR THE DESIGN AND PERMITTING CONTRACT
10:19:31 WITH JOHNSON ENGINEERING.
10:19:34 THIS PACKAGE WAS PROPERLY BID ACCORDING TO STATE STATUTES.
10:19:40 WE RECEIVED A NUMBER OF DIFFERENT PROPOSALS.
10:19:43 THEY CAME TO THE COUNCIL AND YOU AUTHORIZED US TO INTERVIEW
10:19:48 THOSE CONSULTANTS.
10:19:51 STAFF DID.
10:19:52 WE SELECTED JOHNSON ENGINEERING.
10:19:53 THAT WAS APPROVED BY THE COUNCIL, AND NOW THIS ACTION BEFORE
10:19:58 THE COUNCIL APPROVED THEIR CONTRACT IN THE AMOUNT OF
10:20:00 $1,060,763 PLUS A 10% CONTINGENCY THAT WE HAVE IN ALL OF OUR
10:20:08 CONTRACTS JUST TO COVER ANY POSSIBLE SHORTFALLS, AVOIDING
10:20:13 THE NEED TO COME BACK TO COUNCIL.

10:20:17 THIS ONE IS JOHNSON ENGINEERING.
10:20:19 THAT DOLLAR AMOUNT COMES TO YOU WITH THE RECOMMENDATION FOR
10:20:22 APPROVAL.
10:20:23 THERE IS ALSO A TIMELINE IN HERE WHERE THE PRELIMINARY
10:20:30 DESIGN, CONSTRUCTION PLANS, PERMITTING, AND PUBLIC MEETINGS
10:20:33 ALL AS A PART OF THIS PROJECT.
10:20:37 SO THE BIG ACTIVITY WILL COME LATE THIS YEAR WITH PUBLIC
10:20:41 MEETINGS RELATED TO THIS PROJECT.
10:20:44 >>Mayor Errington: THANK YOU.
10:20:44 IN OUR DESK PACKETS, WE HAVE THE BACKGROUNDS -- THE
10:20:52 BACKGROUNDS ARE BOTH THE SAME AND THE DESCRIPTIONS ARE THE
10:20:54 SAME.
10:20:55 THE ONLY THING THAT'S CHANGING IS THAT WE'RE GOING FROM EAST
10:20:57 TO WEST WITH TWO DIFFERENT COMPANIES.
10:21:00 >>Steven Sarkozy: CORRECT.
10:21:00 TWO DIFFERENT FIRMS.

10:21:01 TWO DIFFERENT PROJECTS, BUT THEY ARE DOING THE SAME THING.
10:21:04 >>Mayor Errington: SAME THING.
10:21:05 OKAY.
10:21:06 WITH THAT IN MIND, ANY QUESTIONS FROM COUNCIL?
10:21:13 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT OR E-COMMENTS.
10:21:16 >>Mayor Errington: OKAY.
10:21:17 NEED A MOTION.
10:21:18 MOTION MADE BY COUNCIL MEMBER JIM WARD AND SECONDED BY
10:21:23 COUNCIL MEMBER RIBBLE.

10:21:24 PLEASE CALL THE ROLL.
10:21:27 >>Joanne Ribble: AYE.
10:21:27 >>Larry Fiesel: AYE.
10:21:29 >>Jim Boesch: AYE.
10:21:30 >>Jim Ward: AYE.
10:21:32 >>Jim Wilson: AYE.
10:21:34 >>Vice-Mayor McLain: AYE.
10:21:34 >>Mayor Errington: AYE.
10:21:35 NEXT ON THE AGENDA IS ITEM NUMBER 7-H, WHICH WE HAVE JUST --
10:21:44 STEVE JUST DISCUSSED.
10:21:46 AND IT'S THE SAME AS THE PREVIOUS, ONLY IT'S ON THE EAST
10:21:51 SIDE, AND IT'S A DIFFERENT COMPANY, TETRA TECH.
10:21:55 ANY MORE COMMENTS ON THAT?
10:21:56 >>Steven Sarkozy: WELL, IT DOES INCLUDE THE TRAIL SIDE
10:21:59 NEIGHBORHOOD, WHICH IS WEST OF TRAIL SIDE, BUT IT WAS TO
10:22:03 BALANCE OUT THE WHOLE PROJECT.
10:22:04 AND THIS ONE IS A MOTION TO APPROVE THE CONTRACT WITH TETRA
10:22:08 TECH IN THE AMOUNT OF $1,134,239 PLUS THE 10% CONTINGENCY.
10:22:18 >>Mayor Errington: THANK YOU.
10:22:18 ANY COUNCIL COMMENTS?
10:22:21 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENT.
10:22:23 >>Mayor Errington: THANK YOU.
10:22:24 NEED A MOTION.
10:22:25 MOTION MADE BY COUNCIL MEMBER FIESEL AND SECONDED BY
10:22:28 VICE-MAYOR McLAIN.

10:22:30 PLEASE CALL THE ROLL.
10:22:32 >>Joanne Ribble: AYE.
10:22:34 >>Larry Fiesel: AYE.
10:22:35 >>Jim Boesch: AYE.
10:22:37 >>Jim Ward: AYE.
10:22:38 >>Jim Wilson: AYE.
10:22:38 >>Vice-Mayor McLain: AYE.
10:22:40 >>Mayor Errington: AYE.
10:22:41 NEXT ON THE AGENDA IS ITEM NUMBER 7-I.
10:22:50 RESOLUTION NUMBER 2022-15.
10:22:54 MADAM CLERK, PLEASE READ THE RESOLUTION.
10:22:56 >>Carol Sacco: RESOLUTION NUMBER 2022-15, A RESOLUTION

10:23:01 APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE
10:23:04 OF ESTERO AND THE GREATER ESTERO VIRTUAL INFORMATION CENTER,
10:23:09 INCORPORATED, GEVIC, DETERMINING THAT THE MOU IS FOR PUBLIC
10:23:13 PURPOSE, AUTHORIZING THE MAYOR TO EXECUTE THE MOU; AND
10:23:16 PROVIDING AN EFFECTIVE DATE.
10:23:17 >>Mayor Errington: THANK YOU.
10:23:18 STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
10:23:20 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
10:23:23 THIS ITEM HAS BEEN BEFORE THE COUNCIL TWICE PREVIOUSLY IN
10:23:28 WORKSHOP.
10:23:29 THE FIRST ON FEBRUARY 2nd AND THEN ALSO ON MARCH 2nd.
10:23:37 GEVIC, AS WE'VE COME TO CALL THIS, IS THE GREATER ESTERO
10:23:42 VIRTUAL INFORMATION CENTER.

10:23:43 IT'S AN INFORMATION DATABASE THAT WOULD BE COORDINATED BY A
10:23:51 SEPARATE NEWLY FORMED 501(C)(3) NOT FOR PROFIT GROUP THAT
10:23:55 WOULD ADVERTISE AND PROMOTE ACTIVITIES WITHIN ESTERO AND
10:24:02 BUSINESS OPPORTUNITIES IN ESTERO FOR THE BENEFIT NOT ONLY OF
10:24:07 THE COMMUNITY, BUT FOR VISITORS, BUSINESS, AND SO FORTH.
10:24:13 THE REQUEST HERE IS THAT THE VILLAGE PROVIDE SOME SEED
10:24:20 FUNDING, $75,000 IN THE FIRST YEAR AND $50,000 IN THE SECOND
10:24:25 YEAR, TO ALLOW THIS TO OCCUR.
10:24:28 THE COUNCIL PREVIOUSLY ASKED THAT WE DO SOME ADDITIONAL WORK
10:24:37 TO CLARIFY THE PROPOSAL, AND WE'VE DONE THAT BY DEVELOPING A
10:24:45 MEMORANDUM OF UNDERSTANDING BETWEEN THE VILLAGE AND THE
10:24:48 GEVIC BOARD.
10:24:50 WE'VE INCLUDED IN THE PACKET THE CASH FLOW PROJECTIONS AND
10:24:56 BUDGET FOR GEVIC, WHICH WERE DEVELOPED BY THE GEVIC BOARD
10:25:00 AND SUBMITTED TO THE COUNCIL PREVIOUSLY.
10:25:02 AND WE'VE ALSO INCLUDED IN THE PACKET THE ARTICLES OF
10:25:06 INCORPORATION, WHICH HAVE BEEN PREPARED BY GEVIC AND THEIR
10:25:09 ATTORNEY SO THAT THE COUNCIL UNDERSTANDS THE OPERATING
10:25:14 FORMAT FOR GEVIC AND GIVEN THAT YOUR MONEY IS GOING TO BE
10:25:20 INVOLVED IN THIS.
10:25:21 THE VILLAGE CONTRIBUTION AT THIS POINT IS PROPOSED TO COME
10:25:26 BACK TO THE VILLAGE AS REVENUES ARE GENERATED BY GEVIC, AND
10:25:33 THAT'S OUTLINED IN THIS PROPOSAL.
10:25:39 SO THERE IS A REASONABLE CHANCE THAT YOU WILL GET YOUR MONEY
10:25:44 BACK, ALTHOUGH IT WILL BE OVER THE NEXT PROBABLY FOUR TO

10:25:47 FIVE YEARS.
10:25:48 THIS COMES BACK TO YOU.
10:25:51 IT'S A PROPOSAL FROM OUTSIDE THE ORGANIZATION, BUT IT
10:25:56 CERTAINLY IS PART OF WHAT WE DO IN TERMS OF ADVERTISING AND
10:26:01 MARKETING THE COMMUNITY.
10:26:02 IT COMES TO YOU WITH A REQUEST THAT YOU APPROVE THIS AND
10:26:08 THERE ARE MEMBERS OF THE GEVIC BOARD THAT ARE HERE TODAY
10:26:12 SHOULD YOU HAVE ANY QUESTIONS.

10:26:14 >>Mayor Errington: I WOULD LIKE TO MAKE A COMMENT.
10:26:17 SINCE THIS HAS NOT GONE THROUGH BECAUSE IT'S NOT PART OF THE
10:26:22 COMPREHENSIVE PLAN, WE USUALLY HAVE THE OPPORTUNITY TO HAVE
10:26:27 THE PLANNING AND ZONING AND DESIGN BOARD PREVIEW ANYTHING
10:26:33 THAT COMES BEFORE US.
10:26:34 THIS ONE, BECAUSE IT'S DIFFERENT, WE DON'T HAVE THAT LUXURY
10:26:37 OF HAVING THAT.
10:26:38 I'VE LOOKED UP IN MY ROBERT'S RULES OF ORDER THE NECESSITY
10:26:46 THAT I THINK WILL HELP US WITH EVERYTHING THAT WE TRY TO DO
10:26:50 IN SETTING HOW WE FEEL ABOUT ANY PROJECT THAT COMES BEFORE
10:26:56 US.
10:26:57 AS I DISCUSSED WITH OUR ATTORNEY, THE SUNSHINE LAW, EVEN
10:27:02 THOUGH WE'RE HERE AS A GROUP, WE STILL, WE CAN EXPRESS
10:27:08 OURSELVES, BUT I THINK WHAT NEEDS TO OCCUR ON NOT ONLY THIS
10:27:13 PROJECT, BUT OTHER PROJECTS, IS THAT WE DON'T COME OUT OF
10:27:17 THE GATE SAYING THAT WE SUPPORT OR NOT SUPPORT.
10:27:22 I THINK OUR ROLE, PEOPLE HAVE ENTRUSTED US TO BE THE COUNCIL

10:27:28 THAT DIRECTS THEIR MONEY AND HELPS THEM SPEND IT AND SAVE
10:27:32 IT, OR WHATEVER, BUT WE NEED TO BE CLEAR THAT WE ARE
10:27:39 DEBATING.
10:27:41 IT IS A DEBATE.
10:27:42 I DON'T WANT ANYONE TO BE EMBARRASSED BY COMING OUT SAYING
10:27:48 PRO OR CON AND THEN IT COMES BACK.
10:27:50 MAYBE YOU CHANGED YOUR MIND EITHER WAY.
10:27:52 SO LET'S NOT EMBARRASS OURSELVES.
10:27:55 LET'S DEBATE IT, AND THEN LET'S DETERMINE THROUGH A VOTE
10:27:58 WHAT WE WANT TO DO.
10:27:59 OKAY?
10:28:00 YES.
10:28:03 >>Jim Boesch: I AGREE TO GO FORWARD WITH SOME COMMENTS.
10:28:11 I THINK THIS THING HAS DRAGGED ON TO AD INFINITUM.
10:28:18 TODAY IS THE DAY I THINK WE SHOULD ADDRESS IT ONE WAY OR THE
10:28:21 OTHER.
10:28:22 FIRST OF ALL, I WOULD LIKE TO SAY THAT BEING THE INITIATOR
10:28:24 OF THE FEASIBILITY STUDY, I COME FROM OTHER MUNICIPALITY
10:28:33 THAT HAS A LOT OF PROBLEMS WITH MOST OF THE NORTHEAST PAYING
10:28:38 BILLS AND SO FORTH.
10:28:39 SAID THERE'S GOT TO BE ANOTHER WAY THAT WE COULD HAVE A
10:28:42 MUNICIPALITY THAT WE DON'T HAVE TO WORRY ABOUT MONEY ALL THE
10:28:44 TIME AND RAISING TAXES, AND IT WAS THE LIGHT THAT CAME TO ME
10:28:53 WITH WORKING WITH OTHER PEOPLE IS THAT IF WE OUTSOURCED A
10:28:57 LOT OF THIS WORK, WE CAN SAY, FOR INSTANCE, WE DON'T NEED A

10:29:02 TOWN HALL, A TOWN GARAGE.
10:29:05 PEOPLE SIT AROUND THE TOWN GARAGE AND MILLIONS OF DOLLARS
10:29:09 ARE PUT IN THE TOWN GARAGE SOMETIMES JUST WORKING ONE MONTH
10:29:13 OR TWO MONTHS A YEAR AND SO FORTH.

10:29:18 I DON'T HAVE TO GO THROUGH THE LITANY OF THE SAVINGS WE GO
10:29:21 THROUGH, BUT THE NUMBER ONE BUDGET ITEM THAT WILL COST A
10:29:25 MUNICIPALITY OVER A PERIOD OF TIME ARE PENSIONS AND
10:29:27 PAYROLLS.
10:29:29 AND THAT'S THE BOTTOM LINE.
10:29:30 SO THERE'S A WAY YOU CAN GET INTO THAT AND MAKE THAT FLY,
10:29:35 THEN THAT'S THE BEGINNING OF HOW YOU BUILD A BASIS.
10:29:39 AND THE OTHER ELEMENT THAT WE WANT TO COME UP WITH IN A
10:29:43 MUNICIPALITY THAT WOULD BE ACCEPTABLE AND PEOPLE AGREE THIS
10:29:49 IS A GOOD IDEA IS YOU HAVE TO DEVELOP VOLUNTEERISM.
10:29:56 MY FORMER MUNICIPALITY, WE HAD A VOLUNTEER FIRE DEPARTMENT,
10:30:00 A VOLUNTEER AMBULANCE, COMMITTEES WHERE PEOPLE VOLUNTEERED
10:30:05 TO OFFER FREE -- NOTHING WAS FREE, BUT INFORMATION THAT
10:30:12 WOULD BENEFIT THE TOWN TO KEEP THE TAXES DOWN.
10:30:15 THOSE TWO ELEMENTS IF YOU HAVE A MUNICIPALITY LIKE WE HAVE
10:30:20 TODAY, YOU'RE GOING TO NEED TO DEVELOP THOSE ELEMENTS.
10:30:24 SO, FIRST OF ALL, WHEN BARRY CAME TO ME SIX MONTHS AGO,
10:30:28 WHENEVER IT WAS, MENTIONED THE CONCEPT, THE CONCEPT WAS TO
10:30:35 BENEFIT THE CHAMBER AND TO BENEFIT THE TOWN IN WHATEVER WAY
10:30:39 THEY CAN.
10:30:40 I SAID, BARRY, RIGHT NOW, IT'S BLUE SKIES.

10:30:45 LET'S GET SOME DETAILS SO YOU'LL NEVER GET MYSELF OR A
10:30:49 COUNCIL TO AGREE UNLESS WE HAVE DETAILS SO HE WENT FORWARD.
10:30:53 I HAVE TO SAY INITIALLY AS WE MOVE FORWARD, NOT GOOD VIBES
10:31:03 COMING OUT UNTIL THE FINAL PRESENTATION THAT THEY CAME AND
10:31:06 BROUGHT US THE GEVIC PLAN.
10:31:08 IT IS IMPORTANT TO UNDERSTAND THAT WHEN WE LOOK AT AN
10:31:15 ENTITY, ESPECIALLY I AM NOT IN FAVOR OF SUPPLYING FUNDS TO
10:31:24 ANY BUSINESS.
10:31:24 IN LOOKING AT THIS PROJECT, THIS LOOKS LIKE IT IS A SERVICE
10:31:31 THAT WOULD BENEFIT ESPECIALLY ESTERO.
10:31:34 NOW, MY BIG DISAPPOINTMENT, WE HAVE OUR VICE-MAYOR SPENDS
10:31:45 TONS OF TIMES PUTTING BEAUTIFUL EVENTS ALL WELL PUT TOGETHER
10:31:49 AND WE ENDED UP GETTING 300, 400, 500, IF WE'RE LUCKY.
10:31:55 AND MORE IMPORTANT, HE'S BEHIND A BEN ALLEN ONE WAY OR
10:32:01 ANOTHER SITUATION WHERE BEN ALLEN SAYS I GET 1,000 OR 3,000
10:32:07 PEOPLE AND WE RUN THE EVENT FOR FREE, FOR FREE AND WE'RE
10:32:15 LUCKY TO GET 7, 8 HUNDRED PEOPLE.
10:32:18 SOMETHING IS NOT RIGHT.
10:32:19 AND WHAT IS NOT RIGHT, IN MY OPINION, IS WE ARE NOT GETTING
10:32:24 A MESSAGE ABOUT A LOT OF THINGS THAT ARE HAPPENING IN ESTERO
10:32:29 ANYWAY.
10:32:31 WE HAVE OUR WEBSITE.
10:32:32 I DON'T THINK WE HAVE 5,000 PEOPLE ON THE WEBSITE OF 40,000.
10:32:37 SO I LOOKED AT THIS FROM A STANDPOINT, WOULD THIS BE A VENUE
10:32:43 THAT WE COULD GET INFORMATION ABOUT EVENTS, ABOUT A LOT OF

10:32:49 DIFFERENT THINGS SHOULD THE PEOPLE, AND I CAME TO THE
10:32:53 CONCLUSION WE COULD.
10:32:54 THE SECOND THING I LOOK AT IS, IF WE SET UP OUR OWN WEBSITE
10:33:02 OURSELVES, WHAT'S THE COST FOR THAT GOING TO BE?
10:33:07 PROBABLY AS MUCH OR MORE THAN WHAT THE PRESENTATION THEY
10:33:13 GAVE TO US.
10:33:14 BUT MORE IMPORTANT, IF WE HAVE OUR OWN WEBSITE HERE,
10:33:19 PENSIONS AND PAYROLL, YOU CAN BE SURE THAT'S GOING TO GO ON
10:33:23 AND ON AND ON, AND IT WILL BE THE START OF OTHER THINGS.
10:33:26 SO WE HAVE THIS PRESENTATION WHERE PEOPLE WILL COME IN AND
10:33:32 WE BASICALLY LEND THEM THE MONEY OR GIVE THEM MONEY.
10:33:37 I DON'T KNOW HOW YOU WANT TO PUT IT.
10:33:39 BUT IT'S GOING TO GIVE THE INFORMATION HOPEFULLY TO
10:33:42 ESPECIALLY SENIORS THROUGH THE MEDIA, A SIMPLE SITUATION
10:33:47 WHERE THEY CAN GO AND CHECK ON DIFFERENT THINGS THAT ARE
10:33:49 HAPPENING, AND HOPEFULLY WE CAN INCREASE THIS PARTICIPATION
10:33:57 BECAUSE IT LOOKS LIKE JON IS BREAKING HIS BACK AND ALL OF A
10:34:00 SUDDEN NOBODY SHOWS UP.
10:34:03 YOU HAVE TO FEEL SORRY FOR HIM FOR PUTTING ALL THAT TIME IN
10:34:08 AND THAT DOES NOT COME ACROSS IN THE DELIVERY THAT HE FELT
10:34:13 IMPORTANT FOR US IN ESTERO.
10:34:15 AND I FEEL THAT THIS PARTICULAR PRESENTATION GIVEN TO US
10:34:22 ANSWERS ALL THAT PROBLEMS.
10:34:23 NUMBER ONE, WE DON'T GET INTO PENSIONS AND PAYROLLS.
10:34:27 NUMBER TWO, WE'RE GETTING THE MOST IMPORTANT THING.

10:34:30 WE'RE GETTING THE INFORMATION HOPEFULLY OUT TO ALL OF OUR
10:34:35 RESIDENTS.
10:34:35 NEVER MIND EVEN THE OUTSIDE.
10:34:37 I THINK THE OUTSIDE IS FROSTING ON THE CAKE.
10:34:42 BUT MY THINKING IS THAT WE HAVE TO FIND ANOTHER WAY TO GET
10:34:46 THE MESSAGE ABOUT WHAT'S GOING ON, ESPECIALLY WITH OUR
10:34:50 ENTERTAINMENT PROGRAMS, TO THE RESIDENTS IN ESTERO, AND WE
10:34:54 CAN DO THIS.
10:34:54 AND THEN, FINALLY, THE PRESENTATION SAYS, AS WE GET GOING,
10:35:02 WE ARE GOING TO REPAY BACK EITHER ALL OR SOME OF THE MONEY
10:35:07 THAT YOU PUT UP TO DO THIS PROJECT.
10:35:13 MY BOTTOM-LINE THINKING IS THIS IS A WIN-WIN FOR EVERYBODY,
10:35:17 FOR THE RESIDENTS, FOR US HERE THAT WE ULTIMATELY HAVE A
10:35:24 VENUE WHERE WE CAN SEND SOMETHING OUT, MESSAGES ALL THE
10:35:28 TIME.
10:35:29 THEY ARE WILLING TO WORK WITH IT.
10:35:31 NOBODY INVOLVED IN THIS WHOLE PROJECT IS TAKING A CENT OUT
10:35:38 OF THIS HERE, WHICH IS SURPRISING.
10:35:40 A LOT OF TIME THAT HAS TO GO INTO SOMETHING LIKE THIS.
10:35:43 THIS ISN'T A CENT TAKEN FROM THESE PEOPLE.
10:35:47 IT'S SORT OF A GIFT THAT I THINK CAN SOLVE A LOT OF PROBLEMS
10:35:51 HERE IN ESTERO, AND I HAVE TO SAY I'M GRATEFUL THAT THIS

10:35:56 GROUP PUT THIS PRESENTATION TOGETHER AND WORKED WITH ONE OF
10:36:02 OUR MAJOR PEOPLE WHO CONTRIBUTED AND WILL CONTRIBUTE MORE
10:36:06 HERE TO ESTERO.

10:36:09 I FEEL NOW IS THE TIME TO SAY TO THEM, YES, LET'S GO AHEAD
10:36:15 AND GET IT DONE AND LET'S START GETTING SOME MORE AND MORE
10:36:19 PEOPLE INVOLVED IN THIS BECAUSE AS TIME GOES ON, WE'RE GOING
10:36:22 TO NEED MORE AND MORE VOLUNTEERS, AND HERE'S ANOTHER WAY
10:36:26 THAT YOU CAN CONTACT THESE PEOPLE AND LET THEM KNOW WE NEED
10:36:30 PEOPLE TO SIT ON A BOARD, SO WE DEFINITELY NEED A
10:36:34 LANDSCAPING COMMUNITY TO SIT ON THE NEW DEVELOPMENTS ON
10:36:38 CORKSCREW ROAD, OTHERWISE I CAN'T IMAGINE HOW THAT'S EVER
10:36:42 GOING TO BE TAKEN CARE OF.
10:36:44 SO I THINK IT'S IMPORTANT TO UNDERSTAND THAT THIS IS
10:36:48 SOMETHING THAT'S COMING TO US THAT'S A GIFT HORSE IN THE
10:36:55 MOUTH THAT WE'RE GETTING A BENEFIT, A LOT OF BENEFITS AND
10:36:59 SAVING AT THE SAME TIME.
10:37:02 WE WOULD NEVER BE ABLE TO PUT UP OUR OWN WEBSITE THESE
10:37:05 PEOPLE.
10:37:06 I KNOW IT'S NOT A WEBSITE, BUT THE CONCEPT IS THAT.
10:37:09 AND SO I'M TOTALLY IN FAVOR NOW, NOT ONLY OF THE PROJECT,
10:37:14 BUT I FEEL STRONGLY THAT WE SHOULD GIVE THEM THE HIGH SIGN
10:37:18 AND GO FORWARD AND GET IT GOING SO WE CAN START TO GET MORE
10:37:22 PEOPLE INVOLVED IN A LOT OF THE EVENTS HERE IN ESTERO.
10:37:29 >>Mayor Errington: REMEMBER WHAT I SAID.
10:37:31 WE'RE JUST TRYING TO DEBATE.
10:37:34 I SHOULD HAVE PUT A LIMIT OF THREE MINUTES.
10:37:41 LET'S NOT GO --
10:37:43 >> THAT WAS SEVEN AND A HALF.

10:37:45 >>Mayor Errington: SURELY, IF YOU CAN'T -- WHATEVER.
10:37:48 ANY OTHER DISCUSSIONS?
10:37:54 >>Jim Ward: TO SYNTHESIZE WHAT JIM SAID, MY DISCUSSIONS WITH
10:37:58 STEVE HAVE BEEN ON THIS PROJECT, I BELIEVE IT IS A POSITIVE
10:38:01 IMPACT TO THE VILLAGE AND TO THE COMMUNITY.
10:38:05 BUT TO JIM'S POINT, THE DISCUSSIONS I HAD WITH STEVE, WE ARE
10:38:10 VILLAGE LIGHT, AND FOR THE VILLAGE TO TRY TO ACCOMPLISH WHAT
10:38:13 HAS BEEN ACCOMPLISHED THROUGH GEVIC WOULD ACTUALLY END UP
10:38:18 COSTING US A LOT MORE IN THE LONG RUN.
10:38:20 >>Mayor Errington: JIM.
10:38:23 >>Jim Wilson: I HAVE A COUPLE OF CONCERNS.
10:38:24 THE FIRST ONE IS IN THE RESOLUTION ITSELF, SPEAKING TO THE
10:38:27 CONCEPT OF POTENTIALLY DEBATING THINGS.
10:38:30 SECTION 2 SAYS THE VILLAGE COUNCIL DETERMINES THE AGREEMENT
10:38:34 TO BE CONSISTENT WITH THE PUBLIC PURPOSE AND IS IN THE
10:38:38 INTEREST OF THE VILLAGE.
10:38:39 I'M CONCERNED THAT IF WE DO THIS, THEN ANYTIME THAT SOMEBODY
10:38:45 HAS A REALLY GOOD IDEA AND COMES TO THE VILLAGE AND WANTS TO

10:38:49 EITHER BORROW OR BE GRANTED MONEY, THAT WE WILL HAVE
10:38:54 ESTABLISHED A PRECEDENT.
10:38:56 SO THAT'S SOMETHING THAT WE SHOULD PROBABLY DEBATE.
10:38:59 THEN WHEN I READ THE MEMO OF UNDERSTANDING -- TURN TO IT --
10:39:09 SECTION D SAYS THAT THE SUPPORT FROM US IS A CHALLENGE.
10:39:16 BUT THEN UNDER THE COUNCIL'S COMMITMENT THERE IS A SENTENCE
10:39:19 THAT SAYS THE GRANT WILL BE DISBURSED TO THE CENTER IN THE

10:39:24 AMOUNT OF $75,000 UPON THE CENTER RECEIVING APPROVAL FROM
10:39:28 THE IRS.
10:39:29 AND IT DOESN'T TALK ABOUT THE FACT THAT HOPEFULLY WE IN THE
10:39:36 PAST HAVE BEEN LED TO BELIEVE THAT THERE WOULD BE OTHER
10:39:39 PEOPLE, THEY WOULD BE CONTRIBUTING AMOUNTS OF MONEY AND
10:39:42 THEREFORE IT WOULD BE A GRANT.
10:39:43 SO I THINK THOSE ARE TWO IMPORTANT THINGS THAT NEED TO BE
10:39:46 DISCUSSED AND POTENTIALLY DEBATED BEFORE WE TAKE FINAL
10:39:49 ACTION ON THIS ITEM.
10:39:51 ANYONE ELSE?
10:40:00 >>Larry Fiesel: I HAVE A COUPLE OF THINGS.
10:40:02 I WON'T FILIBUSTER.
10:40:03 I'LL STAY IN MY THREE MINUTES.
10:40:05 MARCH 2nd IN A WORKSHOP FOR THIS VIRTUAL INFORMATION
10:40:08 CENTER, WE HAD A GENTLEMAN STAND BEFORE US AND SAID HE WAS
10:40:13 AGAINST IT BECAUSE HE THOUGHT WE ALREADY HAD TOO MUCH
10:40:15 TRAFFIC, TOO MANY ISSUES.
10:40:18 WE DON'T NEED TO BRING MORE PEOPLE INTO THE COMMUNITY.
10:40:21 I WANT TO SAY I DON'T SUBSCRIBE TO THAT PARTICULAR VIEW.
10:40:26 I THINK THAT THE LAST THING WE WANT TO DO IS BE COMPLACENT.
10:40:30 AS A VILLAGE, WE HAVE TO MOVE FORWARD.
10:40:32 I THINK WE'VE DEMONSTRATED OUR ABILITY TO MOVE FORWARD WITH
10:40:36 A LOT OF DIFFERENT THINGS, EVEN ON TODAY'S AGENDA.
10:40:40 I THINK THAT GEVIC IS PROBABLY A GOOD THING FOR THE VILLAGE.
10:40:47 IT WILL HAVE A POSITIVE IMPACT FOR THE VILLAGE, BUT I'M

10:40:50 CONCERNED WE HAVE A LOT OF MONEY THAT WE HAVE JUST
10:40:53 APPROPRIATED TODAY.
10:40:54 WE'VE GOT A LOT OF MONEY THAT WE HAVEN'T APPROPRIATED,
10:40:56 ALTHOUGH WE KNOW IT'S COMING AND THAT IS THE SEPTIC TO
10:41:00 SEWER, WHICH IS GOING TO BE AN EXPENSIVE ISSUE.
10:41:04 WE DON'T KNOW WHAT THAT NUMBER IS, BUT WE KNOW IT'S GOING TO
10:41:06 BE LARGE.
10:41:07 WE'VE BOUGHT A LOT OF LAND RECENTLY.
10:41:10 WE HAVE A LOT OF MULTIUSE PATH ISSUES, ROAD CONSTRUCTION.
10:41:16 WE'VE DISCUSSED SOME SIDEWALKS JUST TODAY.
10:41:18 WE'VE RECEIVED COMMUNICATIONS RECENTLY RECOMMENDING THAT WE
10:41:22 ACCELERATE THE PLANNING OF SOME OF THE BIKE AND PATHWAYS
10:41:26 WITHIN OUR COMMUNITY.
10:41:28 SO I HAVE A LITTLE CONCERN, AND I'M NOT COMFORTABLE

10:41:32 RECOMMENDING THAT THE VILLAGE SPEND TAXPAYER MONEY FOR THIS
10:41:35 PARTICULAR ISSUE.
10:41:39 >>Mayor Errington: ANYONE ELSE?
10:41:40 JOANNE.
10:41:43 >>Joanne Ribble: WELL, I'VE LISTENED TO ALL OF YOU AND I'VE
10:41:46 HEARD THE PROS AND THE CONS.
10:41:48 I, TOO, HAVE SOME CONCERNS.
10:41:50 AND ONE OF THEM IS THE RISK TO THE MONEY THAT WE ARE
10:41:57 SUPPOSED TO DONATE TO THE NONPROFIT, THE 125,000 OVER TWO
10:42:01 YEARS.
10:42:01 I DON'T KNOW THAT I WANT TO RISK TAXPAYER MONEY ON THIS

10:42:07 PROJECT.
10:42:07 ALSO, WHAT IF THERE IS A SHORTFALL IN YEAR TWO OR IN YEAR
10:42:12 THREE?
10:42:13 DO THEY COME BACK TO US AND ASK US FOR MORE?
10:42:17 I ALSO AGREE WITH COUNCILMAN WILSON THAT WE MAY BE SETTING A
10:42:22 PRECEDENT HERE THAT OTHER NONPROFITS, VERY GOOD, VERY NEEDY
10:42:27 NONPROFITS MAY COME TO US AND ASK US FOR DONATIONS.
10:42:32 I DON'T WANT TO BE LOOKED AT AS A BANK FOR ANY OF THOSE
10:42:37 POSSIBILITIES.
10:42:37 AS FAR AS THE EVENTS GO, AND I KNOW HOW HARD THE VICE-MAYOR
10:42:45 WORKS ON THE EVENTS THAT ARE PUT FORTH, I BELIEVE, AND I'VE
10:42:49 SPOKEN TO JON ABOUT THIS, THAT SOMETIMES OUR EVENTS ARE A
10:42:53 MATTER OF TIMING.
10:42:54 IN SEASON, WE WILL ALWAYS COMPETE WITH GOLF AND THE BEACH.
10:42:59 AND I KNOW OUR PUBLIC INFORMATION PERSON WENT TO EXTREME
10:43:07 EXTENT TO ADVERTISE ANY OF THE EVENTS THAT WE HAVE HERE.
10:43:10 WE PUSH OUT THOUSANDS AND THOUSANDS AND THOUSANDS OF E-MAILS
10:43:12 ALREADY.
10:43:13 WE DO HAVE A WEBSITE.
10:43:14 WE DO PUBLICIZE FREQUENTLY.
10:43:20 SO, AGAIN, WHY ARE THEY NOT BEING DRAWN?
10:43:25 I THINK THERE'S A LOT OF COMPETITION OF THINGS THAT YOU CAN
10:43:27 DO HERE IN ESTERO.
10:43:28 AND I THINK THAT IS PROBABLY WHY THINGS AREN'T GENERALLY
10:43:34 ATTENDED AS WE WOULD HAVE HOPED.

10:43:37 SO THOSE ARE SOME OF MY CONCERNS THAT I HAVE AS FAR AS
10:43:44 PUTTING OUT TAXPAYER MONEY.
10:43:45 WE ARE GOVERNMENT LIGHT, AND I JUST DON'T KNOW IF I WANT TO
10:43:48 TAKE THAT RISK.
10:43:57 >>Vice-Mayor McLain: IN THE SPIRIT OF DEBATE, I KNOW THAT
10:43:59 ALL THE COUNCIL MEMBERS UP HERE ARE RESPONSIBLE FOR THE
10:44:03 TAXPAYERS' MONEY.
10:44:04 OBVIOUSLY, THAT HAS BEEN EXPRESSED HERE VERY SERIOUSLY.
10:44:07 SO WE'RE GOING TO CONTINUE TO DO THAT, AND I THINK WE HAVE
10:44:09 TO BE CAREFUL OF HOW WE SPEND OUR MONEY AND NOT -- I THINK

10:44:13 NOT GIVE IT TO DESPERATE ORGANIZATIONS THAT NEED HELP FROM
10:44:18 US.
10:44:19 WE'RE SURELY NOT A BANK, BUT I DO THINK THAT WE HAVE TO
10:44:22 FURTHER THE INTERESTS OF THE COMMUNITY IN HERE.
10:44:25 SO IN THE SPIRIT OF THAT, I THINK WE WATCH AND MONITOR THE
10:44:32 DOLLARS THAT WE SPEND, BUT WE ALSO HAVE A RESPONSIBILITY TO
10:44:37 CONSTANTLY STRIVE TO IMPROVE THE QUALITY OF LIFE AND THE
10:44:40 WELFARE OF OUR RESIDENTS.
10:44:41 TO THAT END, OVER THE PAST FOUR YEARS, WE'VE TAKEN ACTIONS
10:44:45 TO ACQUIRE 97 ACRES OF PROPERTY DIRECTED AT IMPROVING THE
10:44:49 QUALITY OF LIFE HERE IN ESTERO.
10:44:51 I'M PROUD OF THESE INVESTMENTS MADE WITH OUR TAXPAYERS'
10:44:55 MONEY, AND I'M CONFIDENT THAT MOST OF OUR RESIDENTS APPLAUD
10:44:58 OUR ACTIONS IN THAT REGARD ALSO.
10:45:00 ONE OF THE OBJECTIVES THAT WE'VE DISCUSSED MANY TIMES AS

10:45:03 COUNCIL IS HOW DO WE GET OUR RESIDENTS OUT OF THE WALLS OF
10:45:06 THEIR HOA TO APPRECIATE ALL THE GREAT ACTIVITIES, SERVICES,
10:45:11 AND THE VENUES THAT WE HAVE HERE IN ESTERO.
10:45:14 A ROBUST VILLAGE, IN MY MIND, REQUIRES A PARTICIPATION OF
10:45:19 ALL ITS CITIZENS.
10:45:21 AS WE TAKE ACTIONS TO IMPROVE THE QUALITY OF LIFE IN ESTERO,
10:45:24 HOW DO WE EFFECTIVELY AND COST-EFFECTIVELY LET OUR CITIZENS,
10:45:29 OUR VISITORS, AND OTHERS KNOW WHAT WE HAVE TO OFFER?
10:45:34 HOW DO WE INFORM THEM OF THE SPECIAL EVENTS AND ACTIVITIES
10:45:37 AND PROVIDE THEM WITH EASY ACCESS TO OUR BUSINESS COMMUNITY
10:45:41 THAT HAVE LOCATED HERE IN ESTERO TO PROVIDE OUTSTANDING
10:45:44 SERVICES, VENUES, GREAT EXPERIENCES, AND ALL OF WHICH WILL
10:45:49 ENHANCE THE QUALITY OF LIFE HERE IN ESTERO.
10:45:53 SO I ASK EACH OF YOU TO CONSIDER WHAT BETTER WAY CAN WE
10:45:57 SPEND TAXPAYER MONEY THAN TO PROVIDE THEM WITH A VEHICLE
10:46:00 THAT WILL KEEP THEM INFORMED OF THE ACTIVITIES THAT CAN
10:46:05 AFFECT THEIR QUALITY OF LIFE AND GET THEM OUT INTO THE
10:46:08 COMMUNITY.
10:46:10 IT'S NICE TO HAVE A PARK.
10:46:12 HERTZ ARENA IS A JEWEL.
10:46:15 FLORIDA GULF COAST IS A ROBUST EDUCATION AND ENTERTAINMENT
10:46:19 JEWEL.
10:46:20 MIROMAR OUTLETS HAS NUMEROUS SPECIAL EVENTS.
10:46:23 ESTERO FEST, VETERANS DAY, AND OTHER SPECIAL EVENTS NEED A
10:46:27 PLATFORM TO EFFECTIVELY ALERT AND INFORM THEM OF OUR

10:46:33 RESIDENTS OF JUST HOW VIBRANT THE VILLAGE OF ESTERO ACTUALLY
10:46:36 IS.
10:46:37 WE ARE VERY FORTUNATE HERE IN ESTERO TO HAVE A VARIETY OF
10:46:40 HIGHLY SKILLED AND DEDICATED CITIZENS THAT WANT TO
10:46:45 PARTICIPATE IN HELPING US MAKE ESTERO GREAT.
10:46:48 OVER THE PAST TWO YEARS, THERE'S BEEN A GROUP OF TALENTED

10:46:51 INDIVIDUALS WORKING TOGETHER TO DEVELOP A CONCEPT WE ALL
10:46:55 KNOW AS GEVIC OR THE GREATER ESTERO VIRTUAL INFORMATION
10:46:59 CENTER.
10:47:00 THE GROUP HAS NOTHING TO GAIN FINANCIALLY NOW OR IN THE
10:47:04 FUTURE.
10:47:05 IF THE VILLAGE WERE TO START THIS CONCEPT FROM SCRATCH, WE
10:47:11 WOULD HAVE SPENT SIGNIFICANT DOLLARS TO GET THIS CONCEPT TO
10:47:14 WHERE IT IS TODAY.
10:47:14 MANY CITIES ACROSS AMERICA HAVE INITIATED THESE EFFORTS
10:47:18 THEMSELVES AND SPENT TAXPAYERS' MONEY TO HIRE CONSULTANTS TO
10:47:23 DO WHAT A TALENTED TEAM HERE IN ESTERO HAS ALREADY DONE FOR
10:47:27 US.
10:47:29 SIMPLE VIEW, THE HOST COMPANY FOR THE GEVIC SITE, HAS OVER
10:47:33 900 VIRTUAL INFORMATION SITES AROUND THE COUNTRY THAT ARE
10:47:38 OPERATING AND CONTINUE TO OPERATE AND FUNCTION IN PROVIDING
10:47:42 ECONOMIC BENEFITS TO THE MUNICIPALITIES AND ORGANIZATIONS
10:47:46 INVOLVED.
10:47:46 WHAT A GIFT AND CONTRIBUTION TO THE VILLAGE OF ESTERO THESE
10:47:50 INDIVIDUALS HAVE MADE OF THEIR TIME AND TALENT.

10:47:53 I AM GRATEFUL FOR THEIR EFFORTS, THEIR CREATIVITY AND
10:47:56 FORWARD THINKING, DIRECTED AT HELPING US TO ENSURE THAT
10:48:00 ESTERO IS, IN FACT, THE BEST PLACE TO LIVE, WORK, PLAY,
10:48:04 PRAY, IN ALL OF SOUTHWEST FLORIDA.
10:48:08 THE FINANCIAL COMMITMENT BEING CONSIDERED TODAY IS FOR THE
10:48:11 BETTERMENT OF ESTERO'S FUTURE.
10:48:13 AS THIS SITE BECOMES FULLY OPERATIONAL, THE REVENUES
10:48:17 GENERATED WILL BE PROPORTIONATELY RETURNED TO THE VILLAGE
10:48:20 AND OTHER INVESTORS.
10:48:22 I ENCOURAGE EACH OF OUR COUNCIL MEMBERS TO VOTE IN FAVOR OF
10:48:25 THIS INITIATIVE TODAY SO THAT WE CAN ENSURE THAT EVERYONE
10:48:29 WITHIN AND OUTSIDE OF ESTERO HAS THE CAPABILITY TO ACCESS
10:48:34 ONE SITE THAT WILL DEMONSTRATE HOW GREAT A PLACE THE VILLAGE
10:48:38 OF ESTERO IS AND A PLACE THAT WE CAN CALL HOME.
10:48:42 I AM IN FULL SUPPORT OF THIS INITIATIVE AND URGE EACH OF YOU
10:48:45 TO JOIN WITH ME IN APPROVING THIS REQUEST FOR FUNDING.
10:48:48 THANK YOU.
10:48:50 >>Mayor Errington: THANK YOU.
10:48:55 >>Jim Ward: WILL GEVIC REPRESENTATIVES BE MAKING ANY KIND OF
10:48:58 PRESENTATION OR THE ABILITY TO ASK QUESTIONS?
10:49:00 >>Steven Sarkozy: WE STRUCTURED THE AGENDA TO FIRST ALLOW
10:49:03 ALL THE INFORMATION TO COME FORWARD IN THE WORKSHOPS.
10:49:06 SO THIS IS REALLY INTENDED FOR COUNCIL DISCUSSION.
10:49:09 BUT YOU COULD CALL ON THEM IF THE COUNCIL WISHES TO ANSWER
10:49:13 ANY QUESTIONS.

10:49:16 >>Jim Ward: THE ONLY QUESTION I HAD WAS RELATIVE TO PUTTING
10:49:18 UP SOME FINANCIAL GUARDRAILS AROUND THE 75,000 AND ASKING

10:49:24 THE GEVIC REPRESENTATIVES WHETHER THEY WOULD BE DOING A
10:49:27 FINANCIAL AUDIT ON AN ANNUAL BASIS.
10:49:30 >>Mayor Errington: WE'LL GET TO THAT AFTER -- IT'S MY TURN.
10:49:35 I GET MY THREE MINUTES.
10:49:38 WHEN I WAS ELECTED TO THIS POSITION, I WAS ELECTED TO
10:49:44 SAFEGUARD THE MONEY AND WHATEVER HAPPENS IN ESTERO WITH
10:49:51 GOVERNMENT, AND YOU ARE, TOO, ALL OF YOU.
10:49:55 ALL OF US HERE, WE'RE ELECTED.
10:49:56 IT'S KIND OF DIFFERENT FROM BEING A VOLUNTEER.
10:49:59 I'VE BEEN BOTH, IN BOTH.
10:50:03 I HAVE TREMENDOUS RESERVATIONS ABOUT 501(C)(3)s.
10:50:11 I RAN A 501(C)(3).
10:50:14 AND THIS ORGANIZATION IS NOT A 501(C)(3).
10:50:17 THERE'S THE PROMISE OF BEING A 501(C)(3), BUT I WOULD SAY
10:50:23 THAT IT SHOULD NOT OCCUR OF ANYONE ASKING SOMETHING TO DO
10:50:29 SOMETHING FOR THEM WITHOUT FIRST GETTING THAT PART OF THE
10:50:33 APPLICATION COMPLETED.
10:50:34 SO THAT IS NOT COMPLETED.
10:50:37 SO IT'S JUST WE INTEND TO DO THAT.
10:50:39 SO IN THE PROCESS, IT COULD BE CHANGED TO SOMETHING ELSE
10:50:43 THAT I DON'T BELIEVE IT WOULD BE, BUT THAT'S WHAT I BELIEVE.
10:50:46 THAT THE 501(C)(3) BEING ON FILE, ON RECORD IS VERY CRITICAL
10:50:56 TO ME.

10:50:57 AND THEY DON'T HAVE IT.
10:50:59 DID YOU KNOW THAT IN LEE COUNTY ALONE, THERE ARE 4,753
10:51:03 NONPROFITS?
10:51:04 IN ESTERO, LOOK IT UP, 175 NONPROFITS.
10:51:09 SO IF WE START SETTING UP BECOMING A BANK FOR ANY
10:51:19 ORGANIZATION, WE'VE ALREADY SET A SMALL PRECEDENT WITH THE
10:51:23 CHAMBER OF COMMERCE, BUT WE HAVE GRANTED THEM MONEY.
10:51:27 THIS IS DIFFERENT, WITH A CHALLENGE TO GET IT BACK.
10:51:31 BUT WHO'S TO SAY THAT, OKAY, GULFSHORE OPERA DOESN'T COME IN
10:51:39 AND SAY, WELL, YOU DID IT FOR THEM, YOU CAN DO IT FOR US?
10:51:42 OR ANY OTHER ORGANIZATION, ANY ORGANIZATION COULD COME IN AS
10:51:47 A 501(C)(3) AND ASK US FOR MONEY.
10:51:50 AND WE ARE SETTING A PRECEDENT HERE TODAY BY DOING THAT.
10:51:54 WE CANNOT USE THE TERM "GEVIC" BECAUSE ON SUN BIZ.ORG,
10:52:01 SOMEBODY IN GREATER MIAMI OWNS THAT NAME.
10:52:03 LOOK IT UP.
10:52:04 THEY OWN IT.
10:52:05 HIS NAME IS JORGE TORRES.
10:52:07 HE OWNS IT.
10:52:08 HE'S BEEN IN BUSINESS FOR QUITE A FEW YEARS.
10:52:12 SO YOU CAN'T CALL YOURSELVES GEVIC AND BE LEGAL.
10:52:16 YOU'LL HAVE TO CALL YOURSELVES GREATER ESTERO VIRTUAL --
10:52:22 WHAT IS THE I?
10:52:23 INFORMATION CENTER.

10:52:24 SO GEVIC IS OUT.

10:52:28 THAT'S PART OF FOLLOWING THE LAW.
10:52:32 FOLLOWING THE PROCESS.
10:52:34 OUR VICE-MAYOR SAID SIMPLE VIEW, IF YOU READ IN THE
10:52:42 CONTRACT, AND YOU DO RESEARCH ON IT, DIG DOWN INTO THE
10:52:46 PAPERS THAT YOU FIND, THEY ARE GOING TO COME BACK NEXT YEAR
10:52:50 WITH A BILL OF ALMOST $100,000.
10:52:52 THAT'S AN ANNUAL FEE.
10:52:54 THAT'S AN ANNUAL FEE.
10:52:57 AND THEY WILL SAY THAT YOU OWE US $100,000 IF -- WE'LL CALL
10:53:04 IT GEVIC FOR NOW BECAUSE IT'S EASIER TO DO.
10:53:08 HAVE IT, COMING BACK TO US.
10:53:14 SO I AM VERY MUCH CONCERNED, AND THE BOARD OF DIRECTORS
10:53:18 KEEPS -- THE NAME KEEPS CHANGING.
10:53:21 AND THOSE WHO WERE ON THERE ORIGINALLY ARE NOT ON THERE NOW.
10:53:25 WE HAVE NEW ONES.
10:53:26 WE HAVE TO BE CAREFUL OF CONFLICT OF INTEREST.
10:53:28 SO I'M JUST SAYING THAT I THINK THIS NEEDS TO GO A LITTLE
10:53:35 FURTHER IN THE WASH AGAIN.
10:53:37 IT'S NOT WHAT I WOULD THINK THAT I FEEL COMFORTABLE RIGHT
10:53:41 NOW.
10:53:42 I KNOW EVERYBODY HAS REALLY GOOD INTENTIONS, BUT THERE IS
10:53:47 ABSOLUTELY NOTHING.
10:53:50 WHEN THE YOUNG MAN FROM SIMPLE VIEW CAME HERE, HE COULD NOT
10:53:53 ANSWER ANYTHING ABOUT CYBERSECURITY.
10:53:57 RIGHT NOW, THE THREATS IN THIS COUNTRY AND AROUND HERE ARE

10:54:02 SO IMMENSE YOU HAVE NO IDEA WHAT'S GOING ON.
10:54:06 AND WHO'S TO SAY THAT IF WE DON'T HAVE THAT, THEN WHO IS
10:54:09 GOING TO BE HELD LIABLE?
10:54:12 AND I DON'T SEE -- THE DIRECTORS CAN CHANGE ALL THE TIME.
10:54:17 THE NAME CAN CHANGE.
10:54:19 THAT'S BEEN HAPPENING HERE IN ESTERO WITH SOME ORGANIZATIONS
10:54:24 FOR A HUNDRED YEARS.
10:54:26 YOU GO BACK AND YOU DO -- YOU CHECK.
10:54:30 YES.
10:54:30 >>Joanne Ribble: I WOULD LIKE TO MAKE A FURTHER COMMENT.
10:54:34 WHEN THEY -- WHEN GEVIC INITIALLY CAME TO US, THEY CAME TO
10:54:39 US WITH A LETTER OF PEOPLE THAT THEY INITIALLY -- THAT THEY
10:54:43 REACHED OUT TO.
10:54:45 THERE ARE SEVEN NAMES ON THIS LETTER AND ONE ANONYMOUS.
10:54:49 OF THE SEVEN NAMES, THREE ARE NONPROFITS.
10:54:52 I AM JUST SURPRISED IN ALL THE EFFORT THAT THEY'VE GONE TO
10:54:57 AND HOW MUCH MONEY THEY NEED TO KEEP GOING THAT THERE'S ONLY
10:55:01 SEVEN NAMES HERE.
10:55:03 NOW, I KNOW WORTHY NONPROFITS, ALL OF THEM BASED IN ESTERO
10:55:09 DO NOT HAVE THE FINANCIAL WHEREWITHAL TO REALLY CONTINUE TO

10:55:12 SUPPORT THEIR EFFORT.
10:55:14 AND WITH ONLY FOUR OTHER BUSINESSES, I DON'T THINK THAT'S
10:55:20 FEASIBLE FOR THEM TO CONTINUE WITH SUCH LITTLE SUPPORT FROM
10:55:24 THE BUSINESS COMMUNITY.
10:55:26 THAT WAS ANOTHER SURPRISE TO ME WHEN I SAW THIS.

10:55:30 WHEN THE VICE-MAYOR WAS SPEAKING AND HE MENTIONED ALL THOSE
10:55:35 WONDERFUL THINGS THAT HAPPENED IN ESTERO, WE ARE ALL IN
10:55:40 CONFLICT WITH EACH OTHER.
10:55:41 THERE ARE MANY THINGS HAPPENING HERE IN ESTERO ALREADY.
10:55:44 EVERY VENUE PUTS OUT THEIR OWN PUBLICITY.
10:55:48 SO IF WE DON'T GET FOUR, FIVE THOUSAND PEOPLE, IT'S BECAUSE
10:55:51 WE ALREADY OFFER MANY, MANY THINGS TO DO IN THIS COMMUNITY.
10:55:55 AND PEOPLE ARE DRAWN IN ALL DIFFERENT DIRECTIONS ON ANY
10:55:58 GIVEN DAY, ESPECIALLY ON A WEEKEND.
10:56:00 SO I DO HAVE A LOT OF CONCERNS.
10:56:03 I DO HAVE A LOT OF CONCERNS OF THEIR CONTINUING TO GET
10:56:07 SUPPORTING SPONSORS.
10:56:09 I SEE IT AS A CONFLICT WITH THE CHAMBER OF COMMERCE.
10:56:13 THEY ARE GOING AFTER THE SAME ENTITIES.
10:56:16 ALL THE BUSINESS ENTITIES IN THIS COMMUNITY, THE CHAMBER
10:56:22 LOOKS FOR THEIR SUPPORT AND NOW GEVIC WILL LOOK FOR THEIR
10:56:26 SUPPORT.
10:56:26 HOW MANY TIMES CAN THEY SUPPORT ALL THESE DIFFERENT
10:56:30 CORPORATIONS, IF YOU WANT TO CALL THEM OR NONPROFITS OR
10:56:33 WHATEVER THEY TURN OUT TO BE?
10:56:35 AGAIN, THAT'S ANOTHER CONCERN FOR ME.
10:56:38 >>Mayor Errington: I WOULD LIKE TO COME BACK IN DEFENSE OF
10:56:40 THE EVENTS THAT HAVE BEEN SPONSORED BY THE VILLAGE AND WITH,
10:56:46 LIKE, VETERANS DAY.
10:56:47 IF YOU CHECK AND SEE, IT TAKES FIVE YEARS TO BUILD SOMETHING

10:56:50 LIKE THAT.
10:56:51 AND EVERY YEAR THAT HAS GROWN.
10:56:54 THAT EVENT HAS GROWN, AND GIVE IT TIME, IT WILL GROW MORE.
10:57:01 SO THAT'S THE WAY BUSINESSES ARE.
10:57:03 THAT'S THE WAY IT IS DOING AN EVENT.
10:57:09 YOU HAVE TO LET IT GROW, AND WE'RE NOT THERE YET.
10:57:11 BUT WE HAVE THE BEST SUCCESS WE'VE EVER HAD THIS PAST YEAR.
10:57:17 >>Jim Ward: MAY I ADDRESS ONE POINT, PLEASE?
10:57:20 WITH RESPECT TO SETTING PRECEDENT, IT'S OUR RESPONSIBILITY
10:57:23 TO LOOK AT EVERY ORGANIZATION THAT COMES IN HERE AND MAKES A
10:57:27 REQUEST OF US.
10:57:28 IT'S OUR FIDUCIARY RESPONSIBILITY TO LOOK AT THAT
10:57:31 ORGANIZATION, MAKE A DECISION BASED ON THE PROS AND THE CONS
10:57:36 AND THE BENEFITS THAT THEY'LL BRING TO THE VILLAGE.
10:57:38 SO I AM NOT AT ALL CONCERNED ABOUT SETTING PRECEDENT BECAUSE
10:57:43 WE HAVE A RESPONSIBILITY TO LOOK AT EACH INDIVIDUAL PROJECT

10:57:46 THAT COMES BEFORE US, WHETHER IT'S PUTTING SIDEWALKS IN
10:57:50 CERTAIN SECTIONS OF THE VILLAGE AND NOT PUTTING SIDEWALKS IN
10:57:54 OTHER SECTIONS OF THE VILLAGE.
10:57:56 WE SET PRECEDENT EVERY SINGLE TIME WE COME TO ONE OF THESE
10:58:00 MEETINGS AND MAKE DECISIONS.
10:58:01 SO SETTING PRECEDENT IS NOT AN ISSUE TO ME BECAUSE I HAVE A
10:58:06 FIDUCIARY RESPONSIBILITY TO LOOK AT THAT PRECEDENT AND SAY,
10:58:10 DOES IT MAKE SENSE TO THE VILLAGE?
10:58:12 IS IT A BENEFIT TO THE VILLAGE?

10:58:14 IS IT A BENEFIT TO THE COMMUNITY?
10:58:16 SO WITH ALL DUE RESPECT, PRECEDENT IS NOT AN ISSUE TO ME.
10:58:20 >>Mayor Errington: STEVE, DO WE NEED TO SET A POLICY ON WHAT
10:58:24 WE ARE GOING TO DO WITH 501(C)(3)s?
10:58:27 ANY ORGANIZATION COMING HERE, ASKING FOR MONEY?
10:58:29 >>Steven Sarkozy: IT WOULD BE HELPFUL, BUT IT'S NOT
10:58:31 NECESSARY.
10:58:32 IT IS CURRENT THAT EVERY ACTION THAT YOU HAVE YOU'RE
10:58:37 RESPONSIBLE FOR MAKING THOSE INDEPENDENT ACTIONS IN THAT
10:58:41 MOMENT.
10:58:43 AND BECAUSE YOU VOTED ONE WAY PREVIOUSLY DOESN'T OBLIGATE
10:58:48 YOU TO VOTE ANOTHER WAY FOR THE NEXT ONE THAT COMES ALONG.
10:58:52 EVERY SITUATION IS DIFFERENT.
10:58:54 THERE ARE DIFFERENT CIRCUMSTANCES, DIFFERENT ENVIRONMENT, A
10:58:58 DIFFERENT SET OF CONDITIONS THAT YOU HAVE TO CONSIDER.
10:59:01 >>Mayor Errington: WHY WOULDN'T WE CONSIDER A POLICY?
10:59:03 >>Steven Sarkozy: YOU COULD.
10:59:04 AND THE CHALLENGE GRANT CONCEPT WAS THAT KIND OF UMBRELLA
10:59:10 THAT I'VE USED IN THE PAST TO FRAME HOW A CITY COULD WORK
10:59:15 WITH NOT FOR PROFITS.
10:59:17 AND IT COULD RANGE FROM SEED MONEY TO GET A LITTLE LEAGUE
10:59:21 PROGRAM GOING TO SOMETHING BIGGER.
10:59:25 OBVIOUSLY, THIS IS A LITTLE BIGGER THAN SOME OF THEM.
10:59:27 BUT IT'S JUST INTENDED TO OUTLINE SOME OF THE THINGS THAT WE
10:59:33 STRUGGLED THROUGH, SUCH AS YOU HAVE TO BE A 501(C)(3).

10:59:37 SUCH AS, YOU HAVE TO DO AN AUDIT.
10:59:39 SUCH AS, YOU HAVE TO HAVE A BUDGET.
10:59:41 THOSE KINDS OF THINGS.
10:59:42 BUT THOSE ARE KIND OF THINGS THAT WE HAVEN'T HAD TO ADDRESS
10:59:47 YET IN A BIG WAY.
10:59:50 AS TIME PROGRESSES, OUR RANGE OF POLICIES WILL BECOME A
10:59:55 LITTLE BIT MORE ROBUST THAT WILL HELP GUIDE THESE
10:59:59 DISCUSSIONS.
11:00:00 >>Mayor Errington: MY COMMENT I THINK I MADE TO STEVE ONCE
11:00:04 UPON A TIME IS THAT WHEN YOU HAVE A SITUATION LIKE THIS,
11:00:06 IT'S LIKE A FAMILY MEMBER COMING TO YOU WANTING TO BORROW
11:00:10 MONEY.

11:00:11 SO IT'S THE SAME CONCEPT.
11:00:13 DO YOU GIVE THEM MONEY OR NOT?
11:00:19 >>Vice-Mayor McLain: JUST A COUPLE OF SHORT COMMENTS.
11:00:21 THE MEMORANDUM OF UNDERSTANDING, STEVE, WE DO NOT FUND ANY
11:00:26 DOLLARS TO THIS ORGANIZATION UNTIL THEY ARE A 5013 -- UNTIL
11:00:33 THEY ARE -- 501(C)(3).
11:00:36 AM I CORRECT IN THAT PRESUMPTION?
11:00:38 AND THEY ALSO, FOR THAT ANNIVERSARY YEAR, THEY MUST MAINTAIN
11:00:43 THEMSELVES IN GOOD STEAD WITH THE FLORIDA STATE AND ALL
11:00:47 THAT, FLORIDA DIVISION OF CORPORATIONS.
11:00:48 SO I THINK THERE'S SOME SAFEGUARD IN THERE.
11:00:52 I THINK THE POTENTIAL YOU MENTIONED, JOANNE, THE CONFLICT
11:00:56 WITH THE CHAMBER OF COMMERCE, THE CHAMBER OF COMMERCE IS

11:01:00 100% IN SUPPORT OF THIS.
11:01:03 AND MY COMMENTS, HOPEFULLY I MADE IT CLEAR THAT THE BENEFITS
11:01:07 TO THE COMMERCIAL PEOPLE IN HERE BEING ABLE TO BE
11:01:11 PARTICIPANTS AND HELPING FUND THIS SITE BY ADVERTISING ON
11:01:16 THESE SITES, IT'S GOING TO MAKE THEIR BUSINESSES MORE
11:01:19 VIBRANT, WHICH IS GOING TO BE A PLUS AND BACKED UP BY THE
11:01:23 CHAMBER OF COMMERCE IN THAT REGARD.
11:01:24 SO IF WE CAN GET THIS KIND OF INFORMATION OUT THAT BENEFITS
11:01:28 CHAMBER OF COMMERCE, WHICH WE HAVE BEEN FUNDING, AND I DON'T
11:01:32 100% AGREE WITH THAT.
11:01:34 THREE YEARS AGO, I DEBATED THAT.
11:01:36 THIS YEAR, THEY NEED SOME HELP.
11:01:39 I'M HOPEFUL THAT THIS ORGANIZATION WITH THIS NEW SITE WILL
11:01:44 MAKE US MORE VIBRANT, AND IT'S GOING TO BE A POSITIVE.
11:01:48 IT'S NOT LIKE ANOTHER 50 C COMING IN HERE AND ASKING FOR XYZ
11:01:54 DOLLARS.
11:01:54 I THINK JIM IS CORRECT.
11:01:57 WE'LL INDIVIDUALLY JUDGE EACH ONE OF THOSE.
11:01:59 I LOOK AT THIS, THE BENEFITS TO THIS ARE SIGNIFICANT.
11:02:04 YOU CAN DOUBT THOSE, BUT PAST HISTORY WITH THESE TYPES OF
11:02:10 SITES INDICATE THAT THEY ARE SUCCESSFUL.
11:02:12 AND IF THEY ARE SUCCESSFUL, WHICH I FULLY EXPECT THEY WILL
11:02:15 BE, WE'RE GOING TO GET THIS MONEY BACK INTO OUR COFFERS, NOT
11:02:19 YEAR ONE, YEAR TWO, BUT IN YEARS THREE TO PROBABLY SEVEN
11:02:23 BECAUSE OF THE MONIES THAT ARE GOING TO BE PAID TO BE ON

11:02:27 THIS SITE.
11:02:28 I THINK AS FAR AS SEVEN OR EIGHT PEOPLE THAT ARE SAYING,
11:02:33 HEY, THEY ARE WILLING TO BACK THIS UP, I THINK THAT'S
11:02:35 BECAUSE THEY HAVEN'T PUSHED THAT.
11:02:37 THEY ARE WAITING FOR US.
11:02:39 OBVIOUSLY, OUR SPONSORSHIP, PARTIAL SPONSORSHIP OF THIS AND
11:02:44 SUPPORT OF IT MOVING FORWARD IS GOING TO GIVE THEM EVEN MORE
11:02:48 POWER TO GENERATE ADDITIONAL DOLLARS THROUGHOUT THE

11:02:51 COMMUNITY, AND I THINK THEY'VE GOT THOSE FOLKS LINED UP.
11:02:54 THEY JUST HAVEN'T MADE THE COMMITMENT YET.
11:02:57 >>Joanne Ribble: WELL, LET ME BE CLEAR.
11:02:59 IT'S NOT A BAD IDEA.
11:03:00 I NEVER SAID THIS WAS A BAD IDEA.
11:03:02 BUT THIS IS A VERY EXPENSIVE PROPOSITION.
11:03:05 AND I THINK ONE OF THE BIGGEST MISTAKES THEY MADE IN
11:03:08 BRINGING THIS FORWARD IS MAKING IT CONTINGENT ON WHAT WE DO.
11:03:11 IT SHOULD HAVE NEVER BEEN SET UP THAT WAY.
11:03:14 I THINK THAT IF THEY HAVE PEOPLE THAT WOULD SUPPORT THAT,
11:03:18 WHY AREN'T THEY COMING FORWARD?
11:03:20 AND I THINK THAT THEY SHOULD SUCCEED OR FAIL ON THEIR OWN
11:03:25 MERIT.
11:03:28 >>Jim Boesch: MAYOR?
11:03:31 >>Mayor Errington: OKAY.
11:03:32 >>Jim Boesch: TWO THINGS.
11:03:35 IN DEFERENCE TO THE COMMENT THAT OUR COUNCIL LADY HAD, FIRST

11:03:41 OF ALL, WHEN YOU TALK ABOUT THE SUCCESSES AND FAILURES, I
11:03:49 WANT YOU TO KEEP IN MIND THAT IN THEIR PRESENTATION, THEY
11:03:53 WENT OUT TO OTHER CITIES AND LOOKED AT OTHER CITIES.
11:03:57 THEY BROUGHT US THAT INFORMATION WHEN THEY CAME IN WHEN
11:04:03 ORIGINALLY WE TALKED ABOUT THIS.
11:04:05 AND FACTS.
11:04:06 IT WASN'T JUST BLUE SKY THAT THEY CAME HERE AND TALKED TO
11:04:09 US.
11:04:09 THIS HAPPENED IN THIS CITY.
11:04:10 THIS HAPPENED IN THIS CITY.
11:04:11 IN TERMS OF A PRESENTATION, IF YOU WANT TO LOOK AND PUT A
11:04:15 FAILURE ON THE PRESENTATIONS, I REALLY CAN'T SEE WHERE THEY
11:04:21 FAILED IN GIVING US A THOROUGH PRESENTATION, ESPECIALLY --
11:04:29 NOBODY WAS GETTING PAID.
11:04:31 THEY DID IT FOR THE GOOD OF THE CITY.
11:04:32 I HAVE A RIGHT TO SPEAK ON THIS COUNCIL.
11:04:36 THE SECOND THING, WHEN YOU TALK OF 501 Cs, REMEMBER, YOU
11:04:41 CANNOT DO ANY TYPE OF IMPROVEMENT LIKE THEATER, ANYTHING
11:04:50 LIKE THAT, UNLESS YOU HAVE A 501 C, BECAUSE YOU CANNOT
11:04:56 DONATE MONEY IN THE CITY AND GET ANY TAX RELIEF.
11:05:00 SO YOU NEED TO HAVE A 501 C IN OPERATION IF YOU'RE GOING TO
11:05:05 LOOK TO DO SOMETHING EXTRA SPECIAL AND RAISE FUNDS FOR THE
11:05:10 EXTRA SPECIAL PROJECTS.
11:05:11 SO WHEN YOU TALK ABOUT 501 Cs, I AGREE WITH JIM, IT'S A
11:05:17 ONE ITEM BY ITEM THING YOU LOOK AT IN ORDER TO DO IT.

11:05:20 WOULD IT SET A PRECEDENT?
11:05:24 NOW, SOMEONE WANTS TO DONATE $5 MILLION TO DO A PERFORMING
11:05:30 ARTS CENTER.
11:05:32 THE FIRST QUESTION THEY ASK, DO YOU HAVE A 501 C THAT WE CAN

11:05:38 DONATE THIS MONEY TO AND THROUGH?
11:05:40 THERE ARE A LOT OF DIFFERENT ANSWERS TO THE QUESTIONS.
11:05:47 FIRST OF ALL, LET'S LOOK AT THE BOTTOM LINE.
11:05:50 IF WE SET UP OUR OWN PROGRAM HERE, IN ORDER TO MAKE SURE WE
11:05:57 GET MORE PEOPLE COMING IN, WE SET UP OUR OWN WEBSITE, ARE WE
11:06:02 GOING TO DO THAT FOR $20,000?
11:06:05 IF YOU THINK SO, THEN I THINK YOU BETTER GO OUT IN THE WORLD
11:06:08 AND SEE WHAT'S GOING ON.
11:06:10 THE SECOND THING IS, HOW MANY PEOPLE ARE GOING TO RUN IT?
11:06:14 AND HOW ARE YOU GOING TO PAY IT?
11:06:17 AND WHAT KIND OF PENSION ARE THEY GOING TO GET?
11:06:19 WE DON'T HAVE THAT EXPOSURE IN THIS PARTICULAR PROGRAM.
11:06:23 THERE COULD BE NOBODY MORE CONSERVATIVE IN TERMS OF HOW WE
11:06:31 SPEND MONEY HERE THAN ME ON THIS COUNCIL AND JIM PROBABLY.
11:06:37 >>Mayor Errington: BE CAREFUL.
11:06:38 >>Jim Boesch: IS IT SOMETHING THAT CAN BENEFIT THE RESIDENTS
11:06:45 AND SOMETHING THAT'S NEEDED, ESPECIALLY WITH THE SENIORS.
11:06:48 THEY NEED A VEHICLE THAT THEY CAN TURN AND SEE WHAT'S GOING
11:06:52 ON AND LEARN WHAT'S HAPPENING IN THIS CITY.
11:06:54 AMEN.
11:06:56 >>Joanne Ribble: ONE MORE COMMENT, IF I MAY.

11:06:57 >>Mayor Errington: GO AHEAD.
11:06:59 >>Joanne Ribble: AGAIN, I DIDN'T SAY THIS WAS A BAD IDEA.
11:07:02 BUT LET ME ASK ALL OF YOU THIS QUESTION.
11:07:05 IF THIS FAILS TODAY, DOES THAT MEAN GEVIC DOESN'T HAPPEN?
11:07:08 AND IF IT DOESN'T, WHY NOT?
11:07:13 WHY CAN'T THEY GO OUT AND GET WHAT THEY NEED FROM THE PEOPLE
11:07:16 THAT THEY HAVE LINED UP?
11:07:18 THEY CAN MAKE THIS HAPPEN.
11:07:21 I JUST DON'T SEE WHERE IT HAS TO DEPEND ON THE COUNCIL.
11:07:26 >>Mayor Errington: I HAVE TO JUMP IN ON THIS ONE BECAUSE I
11:07:29 WAS HOPING THAT I WOULD SEE HERTZ, MIROMAR OUTLETS, COCONUT
11:07:36 POINT, LEE HEALTH AS PEOPLE WHO ARE SUPPORTING IT,
11:07:41 BUSINESSES SUPPORTING YOU.
11:07:43 I DON'T SEE IT.
11:07:44 AND IF YOU HAD THAT, YOU WOULDN'T BE SITTING HERE.
11:07:50 WE WOULD NOT BE SITTING HERE.
11:07:52 YOU WOULD HAVE BIG PLAYERS IN THE GAME.
11:07:54 AND THEN WE FEEL LIKE WE'RE NOT THE LONE RANGER OUT THERE
11:07:57 DOING WHATEVER IT IS YOU WANT FROM US.
11:07:59 I AGREE.
11:08:01 THE IDEA IS GOOD.
11:08:03 IT'S VERY GOOD.
11:08:04 YOU HAVE TO BE CAUTIOUS OF SOUND BITES BECAUSE THAT WILL
11:08:08 COME OUT -- IT'S GOOD.
11:08:11 IT'S GOOD.

11:08:11 OKAY.
11:08:12 YOU HAVEN'T GONE TO THEM.
11:08:14 WHY?
11:08:15 WHY HAVEN'T YOU GONE TO THE BIG PLAYERS IN ESTERO AND ASK
11:08:21 THEM HOW THEY FEEL ABOUT THIS?
11:08:22 IT MAKES US FEEL LIKE, YOU KNOW, MAYBE WE HAVE DEEP POCKETS,
11:08:29 IS THAT IT?
11:08:30 I REMEMBER THE YOUNG REP FROM SIMPLE VIEW WHO CHALLENGED US
11:08:38 TO GO LOOK AT ALL THE DIFFERENT WEBSITES WHEN HE WAS HERE.
11:08:43 SO I WENT ON AND I STARTED LOOKING.
11:08:45 REMEMBER THE LECTURE THAT WE GOT ABOUT HTTPS IS SECURE AND
11:08:50 IF IT DOESN'T END IN S, IT IS NOT SECURE.
11:08:54 WELL, HE GAVE US ONE WITH HTTP, AND IT SAID, WHEN IT POPPED
11:08:59 UP, THIS IS FOR LEE COUNTY, THAT IT WASN'T SECURE.
11:09:03 I SAID HERE HE IS MAKING A PRESENTATION AND THAT'S ON THIS
11:09:07 DOCUMENT THAT I HAVE TO LOOK IT UP AND I WOULDN'T GO ON
11:09:11 THERE BECAUSE THEY HAD ALREADY LECTURED US THAT, DON'T YOU
11:09:16 KNOW THAT IT HAS TO END IN AN S TO BE SECURE, AND THEN THEY
11:09:22 GAVE US THAT PAPER THAT SAID WITHOUT AN S ON IT.
11:09:25 I THINK WE'VE GOT TO MOVE THIS ALONG.
11:09:29 >>Jim Boesch: I THINK WE HAVE TO --
11:09:31 >>Mayor Errington: WE'RE NOT READY YET.
11:09:32 WE'RE NOT READY YET.
11:09:33 WE HAVE TO HAVE COMMENTS.
11:09:35 >>Jim Boesch: MADAM, THERE ARE SEVEN PEOPLE HERE.

11:09:38 >>Mayor Errington: WE'RE NOT VOTING YET.
11:09:39 >>Jim Boesch: HOW DO YOU KNOW?
11:09:42 THIS IS A COUNCIL MEETING.
11:09:44 >>Mayor Errington: NO, NO.
11:09:45 WE HAVE TO GO -- WE HAVE COMMENTS.
11:09:48 >>Jim Boesch: THERE SHOULD BE SOME ACTION TAKEN AT THIS
11:09:50 MEETING.
11:09:52 >> WE HAVE COMMENTS.
11:09:52 >>Mayor Errington: WE HAVE TO GO ACCORDING TO PLAN.
11:09:56 >>Jim Boesch: MAYOR, YOU'RE ONE PERSON OUT OF SEVEN.
11:09:58 YOU DON'T MAKE DECISIONS.
11:09:59 WE GO FORWARD AND DECIDE IF WE'RE GOING TO HAVE THESE PEOPLE
11:10:01 COME BACK AND MAKE A PRESENTATION OR TELL THEM NO.
11:10:05 THERE'S NO SENSE IN WASTING ALL THEIR TIME AND GOING THROUGH
11:10:08 ALL --
11:10:09 >>Mayor Errington: OKAY.
11:10:10 >>Joanne Ribble: CALL THE QUESTION.
11:10:13 >>Mayor Errington: WAIT, I WANT TO TALK TO THE ATTORNEY.
11:10:15 WAIT, WAIT, WAIT.
11:10:17 WE KNEW THIS WAS GOING TO BE LIKE THIS.
11:10:24 >>Robert Pritt: I THOUGHT I HEARD TWO DIFFERENT
11:10:26 CONVERSATIONS BETWEEN THE TWO OF YOU.

11:10:28 NORMALLY WHAT YOU DO I BELIEVE -- AGAIN, I'M KIND OF NEW
11:10:34 SITTING HERE -- BUT NORMALLY WHAT YOU'VE DONE IS YOU BROUGHT
11:10:38 SOMETHING UP, YOU'VE TAKEN PUBLIC COMMENT ON ALL OF THE

11:10:43 ITEMS.
11:10:43 I THOUGHT THAT'S WHAT THE MAYOR WAS ABOUT TO ASK FOR, IF
11:10:46 THERE WAS ANY PUBLIC COMMENT.
11:10:47 >>Mayor Errington: UM-HUM.
11:10:48 >>Robert Pritt: AND THAT WOULD BE PART OF WHAT YOU WOULD
11:10:50 NORMALLY DO BEFORE YOU DO A FINAL ACTION.
11:10:53 >>Mayor Errington: BEFORE WE VOTE, YES.
11:10:55 >>Robert Pritt: THAT'S ALL I THOUGHT I HEARD.
11:10:56 >>Mayor Errington: THAT'S WHAT I WAS SAYING.
11:10:58 WE CAN'T DO THIS WITHOUT GETTING PUBLIC COMMENT.
11:11:01 OR E-COMMENT.
11:11:05 >>Jim Boesch: UNLESS THERE IS A MOTION ON THE FLOOR.
11:11:06 >>Mayor Errington: NO.
11:11:07 WE DON'T HAVE A MOTION ON THE FLOOR.
11:11:08 >>Robert Pritt: YOUR CURRENT RULES ARE YOU TAKE PUBLIC
11:11:11 COMMENT ON EVERY ITEM THAT'S ON THE AGENDA.
11:11:16 THEN AFTER THAT, YOU CAN DISCUSS OR DO A MOTION.
11:11:21 >>Jim Boesch: AFTER THAT, A MOTION CAN BE MADE.
11:11:23 >>Mayor Errington: OKAY.
11:11:24 NOW WE GO TO PUBLIC COMMENT.
11:11:25 >>Carol Sacco: YES, MAYOR.
11:11:26 WE DO HAVE ONE PUBLIC COMMENT, MR. JIM GILMARTIN OF 10701
11:11:31 CROOKED RIVER ROAD, REPRESENTING ECCL.
11:11:34 WE ALSO HAD ONE E-COMMENT THAT WAS SENT OUT YESTERDAY
11:11:37 AFTERNOON TO THE COUNCIL.

11:11:41 >>Mayor Errington: WE'RE READY FOR YOU.
11:11:49 >> THANK YOU ALL.
11:11:51 I APPRECIATE THE OPPORTUNITY TO MAKE A FEW COMMENTS HERE.
11:11:54 ALTHOUGH I REPRESENT THE ECCL, I'M ALSO REPRESENTING THE
11:12:00 TASK FORCE, THE GEVIC TASK FORCE.
11:12:03 BARRY FREEDMAN IS OUT OF TOWN, SO HE ASKED ME TO MAKE A FEW
11:12:07 COMMENTS ABOUT IT.
11:12:08 SEVERAL OF THE TASK FORCE MEMBERS ARE HERE TO RESPOND TO
11:12:10 JIM'S QUESTION.
11:12:11 WE'LL BE HAPPY TO ANSWER ANY QUESTIONS YOU MIGHT HAVE AFTER
11:12:13 I MAKE MY COMMENTS.
11:12:15 I PROMISE IT WILL BE LESS THAN THREE MINUTES. THE ESTERO
11:12:22 COUNCIL OF COMMUNITY LEADERS AND OTHER LOCAL ORGANIZATIONS,
11:12:24 INCLUDING THE CHAMBER, AND OTHER BUSINESSES STRONGLY
11:12:27 RECOMMEND THAT THE VILLAGE INVEST IN THE GREATER ESTERO
11:12:31 VIRTUAL INFORMATION CENTER WEBSITE KNOWN AS GEVIC.
11:12:35 THERE IS NO OTHER WEBSITE IN GREATER ESTERO THAT CURRENTLY
11:12:39 PROVIDES THE CONTENT OR POTENTIAL ECONOMIC POWER OF GEVIC.

11:12:45 OUT OF THE 900 PLUS VIRTUAL INFORMATION CENTER SITES THAT
11:12:48 GEVIC WEBSITE DEVELOPED IN SIMPLE VIEW, THAT WAS MENTIONED,
11:12:53 HAS ESTABLISHED, ALL ARE STILL FUNCTIONING.
11:12:56 ALL ARE PROVIDING SIGNIFICANT ECONOMIC BENEFITS TO
11:13:00 MUNICIPALITIES AND ORGANIZATIONS.
11:13:02 ALSO, SECURING THE HOFFMAN CREATIVE AGENCY TO PROVIDE
11:13:08 MARKETING ASSURES THAT THE GEVIC WILL HAVE A SUCCESSFUL AND

11:13:15 POWERFUL ORGANIZATION TO SUPPORT THE INITIAL AND LONG-TERM
11:13:17 SUCCESS.
11:13:19 THE POINT BEHIND WHAT WE'RE LOOKING FOR IN TERMS OF SEED
11:13:22 MONEY IS TO GET IT RUNNING.
11:13:24 IT BECOMES SELF-SUFFICIENT OVER TIME BECAUSE OF THE PEOPLE
11:13:27 THAT ARE WANTING TO ADVERTISE AND MESSAGE ON THE SITE.
11:13:31 THE WEBSITE PROVIDES MANY BENEFITS, INCLUDING EASY ACCESS TO
11:13:37 ESTERO OFFERINGS PROVIDING SITE VISITORS AND RESIDENTS
11:13:41 KNOWLEDGE OF THE CONCERTS, SPECIAL EVENTS, SPORTS, ARTS,
11:13:45 CRAFT SHOWS, AND MORE.
11:13:47 EASY ACCESS TO A SAFE, CENTRAL LOCATION, AND LOCATIONS BOTH
11:13:52 NORTH AND SOUTH OF US, INCLUDING ACCOMMODATIONS, RETAIL,
11:13:58 HOUSING, EDUCATION, HEALTH CARE, AND MUCH, MUCH MORE.
11:14:02 INFORMATION TO BUSINESSES CONSIDERING AREA INVESTMENTS,
11:14:09 SUPPORT FOR ESTERO INDEPENDENT BRANDING IN SOUTHWEST
11:14:13 FLORIDA, NOT SIMPLY A BRANCH OF FORT MYERS OR BONITA
11:14:18 SPRINGS, AND VITAL INFORMATION TO THOSE WHO ARE SEEKING
11:14:21 EMPLOYMENT IN THE ESTERO AREA, ALL OF THESE CAN BE PUT ON
11:14:25 THIS SITE AND MADE AVAILABLE TO PEOPLE.
11:14:29 GEVIC HAS RECEIVED THE EXCEPTIONAL AND REMARKABLE FINANCIAL
11:14:32 COMMITMENT OF $120,000 FROM LOCAL PEOPLE IN THE AREA, BOTH
11:14:38 INDIVIDUALS AND ORGANIZATIONS.
11:14:39 THEY ARE WRITTEN COMMITMENTS TO DO THIS.
11:14:43 THAT REALLY ATTESTS TO THE WORTH OF GEVIC, IN OUR OPINION.
11:14:51 WE ENCOURAGE THE VILLAGE TO BECOME AN INITIAL FOUNDER LIKE

11:14:56 THEY ARE.
11:14:57 AND MATCH AT LEAST THE COMMITMENT OF LOCAL BUSINESSES.
11:15:01 ALSO, AND THIS WAS MENTIONED, IF YOU CONSIDER THE VILLAGE
11:15:05 BUILDING, MANAGING AND MARKETING, THE AMENITIES AND
11:15:08 OFFERINGS OF A SIMILAR WEBSITE OF THE SCOPE OF GEVIC, IT
11:15:11 WOULD LIKELY REQUIRE MORE STAFF, SEVERELY CHALLENGING THE
11:15:16 VILLAGE'S GOVERNMENT LIGHT MANAGEMENT CONCEPT AND RESULTING
11:15:19 IN TAXPAYER DOLLARS.
11:15:21 FINALLY, AT THE REQUEST OF THE VILLAGE, GEVIC HAS PREPARED A
11:15:26 MEMORANDUM OF UNDERSTANDING, OR MOU, YOU'VE BEEN DISCUSSING
11:15:30 THAT.
11:15:31 IN SUMMARY, THE MOU ADDRESSES THE CONCERNS --
11:15:35 >>Mayor Errington: WILL YOU WRAP UP?
11:15:37 >> -- EXPRESSED BY THE VILLAGE AND INCLUDING TO REIMBURSE

11:15:40 INITIAL FOUNDERS OF THEIR INVESTMENT.
11:15:42 THANK YOU VERY MUCH.
11:15:45 IF YOU HAVE ANY QUESTIONS, I OR THE FOLKS HERE THAT ARE PART
11:15:47 OF THE TASK FORCE WOULD BE HAPPY TO ANSWER THEM.
11:15:50 >>Mayor Errington: THANK YOU.
11:15:51 OKAY.
11:15:57 >> CAN WE ASK QUESTIONS?
11:15:58 >>Mayor Errington: YES.
11:16:00 >>Jim Ward: JIM, REGARDING THE MOU, MEMORANDUM OF
11:16:04 UNDERSTANDING, YOU ARE COMMITTED TO A 501(C)(3)
11:16:08 ORGANIZATION, CORRECT?

11:16:10 >> GILMARTIN: THAT IS CORRECT.
11:16:12 AND YOU ARE AS PART OF THE MOU.
11:16:14 >>Robert Pritt: YOU HAVE TO GET ON THE MIKE, SIR.
11:16:17 >> GILMARTIN: YES.
11:16:20 IF, IN FACT, THE 501(C)(3) DESIGNATION DOESN'T COME THROUGH,
11:16:23 YOU HAVE NO OBLIGATION TO GIVE US ANY MONEY AT ALL.
11:16:28 >>Jim Ward: ONE OF THE OTHER COMMITMENTS IS THAT YOU'LL
11:16:30 REPORT THE STATUS AND PROGRESS TO THE COUNCIL ON A SEMI
11:16:33 ANNUAL BASIS, AND THAT REPORT WILL INCLUDE A FINANCIAL
11:16:37 REPORT.
11:16:37 >> GILMARTIN: THAT'S ABSOLUTELY CORRECT.
11:16:39 >>Jim Ward: THAT WOULD BE A DETAILED FINANCIAL REPORT.
11:16:42 >> GILMARTIN: IT WOULD BE A DETAILED FINANCIAL REPORT THAT
11:16:44 WOULD GO TO THE COUNCIL AND ALL OF THE OTHER INITIAL
11:16:47 INVESTORS.
11:16:48 >>Jim Ward: SO YOU WOULD BE COMMITTED TO PROVIDING SOME TYPE
11:16:51 OF A DETAILED AUDIT AS TO WHAT THE ORGANIZATION PAID, WHO
11:16:55 THEY PAID IT TO, AND WHO THE CONTRIBUTING MEMBERS ARE?
11:17:00 >> GILMARTIN: ABSOLUTELY CORRECT.
11:17:01 >>Jim Ward: AS A 501(C)(3), WILL YOU BE AUDITED ON AN ANNUAL
11:17:05 BASIS.
11:17:06 >> GILMARTIN: YES.
11:17:07 >>Jim Ward: THANK YOU.
11:17:10 >>Vice-Mayor McLain: HAVE YOU GOT A COMMITMENT FROM
11:17:11 LEE HEALTH?

11:17:12 >> GILMARTIN: YES, WE HAVE A COMMITMENT.
11:17:14 LEE HEALTH HAS COMMITTED $20,000.
11:17:18 >>Vice-Mayor McLain: I THINK YOU'VE GOT OTHERS LINED UP.
11:17:20 >> GILMARTIN: WE HAVE OTHERS.
11:17:22 CANDIDLY, THE QUESTION WAS RAISED, WHY HAS IT STOPPED?
11:17:28 WHY AREN'T THEY DOING THIS TO GET MORE PEOPLE?
11:17:28 THE OBJECTIVE WAS SIMPLY TO GET ENOUGH PEOPLE THAT WOULD
11:17:31 COVER HALF OF WHAT THE START-UP COSTS WOULD BE AND TO GO TO
11:17:35 THE VILLAGE FOR THE OTHER HALF.
11:17:36 THE REASON THAT WE'RE GOING TO THE VILLAGE FOR IT IS TO GIVE

11:17:39 YOU AN OPPORTUNITY TO HAVE SOME SAY IN IT.
11:17:42 YOU COULD HAVE A BOARD MEMBER APPOINTED.
11:17:44 YOU COULD HAVE A LIAISON TO IT.
11:17:46 YOU'LL GET THIS KIND OF INFORMATION.
11:17:48 IF WE GO ANOTHER ROUTE, AS COUNCILMAN RIBBLE SUGGESTED, AND
11:17:53 WE DO PLAN B, WHICH IS WE FORGET ABOUT THE VILLAGE AND JUST
11:17:56 GO OUT AND GET MORE INVESTORS AND MAKE IT HAPPEN, YOU HAVE
11:17:59 NO SAY IN IT.
11:18:00 NONE WHATSOEVER.
11:18:01 WE WOULD CONTROL IT, OR WHOEVER THE BOARD IS WOULD CONTROL
11:18:05 IT.
11:18:06 I AM NOT A BOARD MEMBER.
11:18:07 THEY WOULD CONTROL IT.
11:18:08 SO THERE'S AN ADVANTAGE, WE THINK, TO THE VILLAGE TO GET
11:18:11 INVOLVED IN THIS AND HAVE A PART OF IT AND PLAY A ROLE IN

11:18:15 IT.
11:18:15 THAT'S BASICALLY WHAT IT WAS ABOUT.
11:18:17 THE VILLAGE ALSO IN THIS PROCESS OF GETTING SEED MONEY,
11:18:21 BRINGS STRENGTH TO THE TABLE.
11:18:23 AND THOSE WHO ARE OUT THERE WHO MAY BE CONSIDERING INVESTING
11:18:27 IN THIS ARE LOOKING AT IT SAYING, BOY, WOULDN'T IT BE GREAT
11:18:31 IF THE VILLAGE IS THERE TO SUPPORT THIS, WE'D LIKE TO SEE
11:18:33 THAT, WE'D LIKE TO SEE THE VILLAGE LOGO ON THE WEBSITE AND
11:18:36 SO ON.
11:18:38 >>Mayor Errington: THANK YOU.
11:18:39 ANY OTHER COMMENTS?
11:18:40 QUESTIONS?
11:18:42 THANK YOU, JIM.
11:18:45 >> GILMARTIN: THANK YOU.
11:18:48 >>Mayor Errington: WE HAVE --
11:18:51 >>Carol Sacco: WE DID HAVE ONE E-COMMENT YESTERDAY SENT TO
11:18:54 THE COUNCIL.
11:18:55 >>Mayor Errington: WE ARE NOW READY FOR A MOTION.
11:18:57 >>Jim Boesch: I MAKE A MOTION THAT WE MOVE FORWARD WITH THIS
11:19:02 PARTICULAR PROJECT IN A MEETING WHERE ANY QUESTION THE
11:19:09 COUNCIL PEOPLE HAVE TIME TO REVIEW AND WRITE QUESTIONS.
11:19:15 I'M SURE THAT THEY WOULD BE HAPPY TO HAVE THESE QUESTIONS
11:19:19 ANSWERED AT THE END OF WHICH WE SHOULD TAKE A VOTE AND
11:19:22 DECIDE WHETHER WE'LL GO FORWARD WITH THIS PROJECT AS AN
11:19:26 INVESTOR OR NOT.

11:19:29 >>Mayor Errington: YOU'RE NOT MAKING A MOTION TO GO WITH THE
11:19:32 --
11:19:32 >>Jim Boesch: WANT TO HAVE A MEETING WITH THOSE PEOPLE FROM
11:19:38 THE PROGRAM TO COME AND ANSWER ANY QUESTIONS THAT A COUNCIL
11:19:43 MEMBER MAY HAVE.
11:19:45 >>Mayor Errington: WE HAVE DONE THAT PREVIOUSLY.

11:19:47 >>Joanne Ribble: AND TODAY.
11:19:49 >>Jim Boesch: OBVIOUSLY, NOTHING HAS WORKED TO THIS POINT.
11:19:54 LET'S GET IT TO THE POINT WHERE WE CAN MAKE A DECISION.
11:19:57 >>Mayor Errington: WE ARE VOTING ON THIS MEMORANDUM OF
11:19:59 UNDERSTANDING AND THEN WE CAN PROCEED FROM THERE.
11:20:01 WAIT A MINUTE.
11:20:05 WAIT A MINUTE.
11:20:08 >>Robert Pritt: VOTING ON RESOLUTION NUMBER 2022 --
11:20:11 THE RESOLUTION.
11:20:11 >>Mayor Errington: THAT IS THE MOTION.
11:20:12 DO I HAVE A MOTION ON THAT?
11:20:19 >>Vice-Mayor McLain: I'LL MAKE THAT MOTION, BUT BECAUSE IT'S
11:20:21 NOT A 501 C YET, AND WE ARE GOING TO BE AN IMPORTANT PARTNER
11:20:28 OF THIS, THAT IF THERE ARE ISSUES, I THINK JIM WILSON HAD
11:20:34 SOME ISSUES WITH THE MEMORANDUM, THAT THERE BE TIME FOR US
11:20:37 TO MODIFY THAT AND JOINT UNDERSTANDING OF THAT, IF THERE ARE
11:20:42 SOME ISSUES.
11:20:42 SO THE MOTION WOULD BE TO BRING IT FORWARD WITH A SECONDARY
11:20:48 OBJECTIVE THAT IF THERE ARE ISSUES WITH THE LETTER,

11:20:52 MEMORANDUM OF UNDERSTANDING, THAT WE WILL HAVE A MEETING TO
11:20:55 RESOLVE THOSE ISSUES.
11:20:57 CAN WE DO THAT?
11:21:00 >>Mayor Errington: I'LL TURN THIS OVER TO OUR ATTORNEY.
11:21:02 I DON'T THINK -- WE ARE VOTING ON THIS MOTION AS PRESENTED
11:21:07 TO US AS GONE OUT AND ADVERTISED AS THIS.
11:21:09 >>Robert Pritt: UNLESS YOU WANT TO TAKE THE TIME TO CHANGE
11:21:12 THE RESOLUTION TO REFLECT SOME OTHER THINGS, YOU'RE VOTING
11:21:16 ON THE RESOLUTION THAT'S IN FRONT OF YOU.
11:21:20 >>Joanne Ribble: EXCUSE ME, MR. VICE-MAYOR.
11:21:23 THAT CONCERN THAT YOU HAVE IS IN THE RESOLUTION.
11:21:27 SO IT'S ALREADY THERE.
11:21:28 >>Vice-Mayor McLain: THAT WE CAN MODIFY IT.
11:21:30 >>Joanne Ribble: NO.
11:21:31 THAT IF A 501(C)(3) DOESN'T HAPPEN, THIS IS MOOT.
11:21:37 >>Vice-Mayor McLain: IT IS NULL AND VOID.
11:21:40 >>Jim Boesch: LET'S TALK ABOUT PARLIAMENTARY PROCEDURE.
11:21:43 >>Mayor Errington: WE ARE.
11:21:44 >>Jim Boesch: FIRST OF ALL, NO DISCUSSION UNLESS YOU HAVE A
11:21:47 SECOND ON THE MOTION.
11:21:49 CALL FOR A SECOND ON THE MOTION.
11:21:52 IF YOU DON'T GET ONE --
11:21:53 >>Mayor Errington: NO.
11:21:55 >>Jim Boesch: LET'S STICK TO PARLIAMENTARY PROCEDURE.
11:21:57 >>Mayor Errington: YOU'VE CHANGED THE ENTIRE MOTION.

11:22:01 WE ARE HERE -- THE MOTION IS THE MEMORANDUM OF
11:22:04 UNDERSTANDING.

11:22:05 THAT'S WHAT WE'RE VOTING ON.
11:22:07 THAT'S WHAT THE MOTION NEEDS TO BE.
11:22:11 >>Vice-Mayor McLain: I'LL MAKE THAT MOTION.
11:22:12 >>Mayor Errington: I HAVEN'T HEARD IT YET.
11:22:15 I NEED TO HEAR THE MOTION FOR WHAT'S IN THIS PACKET.
11:22:19 THAT'S OUR AGREEMENT.
11:22:20 >>Vice-Mayor McLain: I'LL MAKE THAT MOTION.
11:22:24 >> THE MOTION IS TO APPROVE THE RESOLUTION?
11:22:27 >>Vice-Mayor McLain: AS WRITTEN.
11:22:28 >>Mayor Errington: AS WRITTEN, YES.
11:22:29 AS WHAT WE ADVERTISED TO THE PUBLIC THAT IT WOULD BE.
11:22:34 >>Robert Pritt: IT'S OKAY FOR HIM TO CLARIFY THE MOTION.
11:22:37 HE'S DONE THAT.
11:22:38 NOW, MR. BOESCH IS RIGHT, NOW YOU'RE LOOKING FOR A SECOND
11:22:41 BEFORE THERE'S ANY FURTHER DISCUSSION.
11:22:43 >>Mayor Errington: DO I HAVE A SECOND?
11:22:47 >>Jim Boesch: JIM WARD GAVE A SECOND.
11:22:49 >>Mayor Errington: THE MOTION HAS BEEN MADE BY VICE-MAYOR
11:22:52 JON McLAIN AND SECONDED BY JIM WARD.
11:22:59 >>Carol Sacco: THE MOTION IS TO APPROVE THE RESOLUTION
11:23:01 NUMBER 2022-15 AS WRITTEN.
11:23:05 >> YES.
11:23:06 >>Mayor Errington: OKAY.

11:23:07 ALL RIGHT, MADAM CLERK.
11:23:10 >>Jim Wilson: NO.
11:23:13 >>Jim Ward: AYE.
11:23:15 >>Jim Boesch: AYE.
11:23:17 >>Larry Fiesel: NO.
11:23:20 >>Joanne Ribble: NO.
11:23:22 >>Vice-Mayor McLain: YES.
11:23:25 >>Mayor Errington: NO.
11:23:27 >>Jim Boesch: SO IT FAILS.
11:23:29 YOU HAVE TO GO ON YOUR OWN, I GUESS.
11:23:39 >>Joanne Ribble: MADAM MAYOR, BEFORE YOU CONTINUE, I'M GOING
11:23:41 TO HAVE TO LEAVE.
11:23:45 >>Mayor Errington: ITEM NUMBER 7-J, MADAM CLERK, WOULD YOU
11:23:54 READ THE RESOLUTION?
11:23:56 IT IS NUMBER 2022-16.
11:24:00 >>Carol Sacco: RESOLUTION NUMBER 2022-16, A RESOLUTION
11:24:03 APPROVING MOVING FORWARD TO CLOSING ON A COMMERCIAL CONTRACT
11:24:07 FOR THE PURCHASE OF REAL ESTATE FROM GESS FAMILY PARTNERSHIP
11:24:11 AND GULF COAST DRIVING RANGE LLC, LOCATED AT 9000 WILLIAMS
11:24:15 ROAD, ESTERO, FLORIDA, AND PROVIDING AN EFFECTIVE DATE.
11:24:21 >>Mayor Errington: STEVE.
11:24:21 >>Steven Sarkozy: THANK YOU, MAYOR, AND MEMBERS OF COUNCIL.
11:24:24 THIS IS THE FINAL MOTION TO CONSIDER THE PURCHASE OF THE
11:24:31 DRIVING RANGE ON WILLIAMS ROAD, WHICH IS ADJACENT TO THE

11:24:36 PARCEL THAT THIS VILLAGE PURCHASED PREVIOUSLY.

11:24:40 THIS IS JUST EAST OF VIA COCONUT, AND IT'S ON THE BLOCK WITH
11:24:45 THE ESTERO HIGH SCHOOL.
11:24:46 THE TOTAL CONTRACT AMOUNT IS FOR $4,250,000 WITH $150,000
11:24:56 APPROPRIATED FOR ADDITIONAL SOFT COSTS AND ENVIRONMENTAL
11:24:59 ASSESSMENTS AND OTHER COSTS RELATED TO THE PURCHASE.
11:25:04 THIS PACKAGE HAS BEEN LARGELY NEGOTIATED BY OUR INTERIM
11:25:09 VILLAGE ATTORNEY, AND COULD BE AVAILABLE FOR ANY QUESTIONS
11:25:12 THAT YOU MIGHT HAVE.
11:25:13 BUT IT COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
11:25:18 >>Mayor Errington: THANK YOU.
11:25:18 ANY QUESTIONS FROM COUNCIL?
11:25:22 >>Larry Fiesel: I HAVE ONE QUESTION.
11:25:23 LAST WHEN WE HAD OUR BRIEFING, THERE WAS SOME DISCUSSION
11:25:26 ABOUT THE EQUIPMENT THAT WAS OR WAS NOT INCLUDED IN THE
11:25:29 PURCHASE PRICE.
11:25:30 DID THAT GET SETTLED?
11:25:31 >>Steven Sarkozy: I'LL TURN THAT OVER TO OUR CITY ATTORNEY.
11:25:37 >>Robert Pritt: THANK YOU, MADAM MAYOR AND MEMBERS OF
11:25:39 COUNCIL.
11:25:40 WE HAVE BEEN NEGOTIATING FOR THE EQUIPMENT SINCE FAIRLY
11:25:44 EARLY ON.
11:25:46 WE HAVE NOT BEEN ABLE TO COME TO AN AGREEMENT ON THAT.
11:25:49 I DID PUT ANOTHER OFFER IN ON MONDAY, I GUESS, THE DAY
11:25:58 BEFORE YESTERDAY, BUT THEY SAID THEY WOULD GET BACK TO US
11:26:01 BUT THEY HAVE NOT GOTTEN BACK TO US YET.

11:26:03 THE ISSUE AS TO WHETHER OR NOT YOU ARE GOING TO PURCHASE THE
11:26:10 EQUIPMENT OR FOR HOW MUCH IS STILL UP IN THE AIR.
11:26:15 IT'S A SEPARATE ITEM FROM THE PURCHASE OF THE PROPERTY.
11:26:20 OBVIOUSLY, IF THAT AFFECTS YOUR DESIRE TO GO FORWARD WITH
11:26:24 THE PURCHASE OF THE PROPERTY, THEN THAT WOULD AFFECT THE
11:26:28 MOTION TODAY.
11:26:31 THE DUE DILIGENCE PERIOD IS UP ON MAY 30th JUST BEFORE
11:26:34 YOUR NEXT COUNCIL MEETING, WHICH IS WHY WE BROUGHT THIS TO
11:26:37 YOU TODAY.
11:26:38 >>Mayor Errington: THANK YOU.
11:26:38 ANY OTHER COMMENTS?
11:26:41 >>Larry Fiesel: DID YOU MEET THERE?
11:26:42 DO WE KNOW IF WE HAVE TO REPLACE THE EQUIPMENT, WHAT THAT
11:26:45 COST IS?
11:26:47 >>Vice-Mayor McLain: I DID.
11:26:48 I MET WITH ONE OF THE OWNERS AND I BROUGHT DOWN SOME FOLKS,
11:26:51 THE MAINTENANCE SUPERINTENDENT AND THE GROUNDS
11:26:53 SUPERINTENDENT FROM THE ESTERO COUNTRY CLUB TO VISIT.
11:26:57 AND SO WE ASSESSED THE EQUIPMENT.
11:26:59 THE EQUIPMENT RUNS.

11:27:01 IT'S OLD.
11:27:02 I'M NOT SURE HOW LONG IT WILL RUN.
11:27:04 THERE ARE THREE BACKUP PIECES OF EQUIPMENT.
11:27:07 SO THE EQUIPMENT IS PROBABLY SECONDARY TO RATIONALE FOR
11:27:11 PURCHASING THE PROPERTY.

11:27:13 I THINK IF WE WANT TO OPERATE THE RANGE, THAT THE EQUIPMENT
11:27:16 THAT'S THERE WILL WORK.
11:27:18 AND THE ONE OWNER THAT WAS THERE MADE A VERBAL COMMITMENT TO
11:27:22 ME THAT EVERYTHING THAT I SAW WAS INCLUDED IN A $42,000
11:27:29 PACKAGE.
11:27:29 AND THAT INCLUDES THE NETTING THAT KEEPS THE BALLS FROM
11:27:35 GETTING OUT OF THE RANGE IN THERE, WHICH I GUESS ARE
11:27:38 RELATIVELY NEW.
11:27:39 SOME OF THE OTHER PARTNERS MAY HAVE SOME DISCUSSIONS ON
11:27:42 THAT.
11:27:43 THE DUE DILIGENCE HAS AN END AT THE END OF MAY, SO WE'VE GOT
11:27:52 TO MAKE A DECISION, ARE WE GOING TO GO FORWARD TODAY OR NOT?
11:27:56 I THINK IF YOU LOOK JUST AT THE PROPERTY, IT'S PART OF A
11:27:59 BIGGER PLAN THAT WE'VE GOT.
11:28:04 THE EQUIPMENT, THE VERBAL COMMITMENT FROM ONE PARTY MAY NOT
11:28:08 BE GOOD ENOUGH FOR OUR LAWYERS, BUT I WOULD THINK THAT WE
11:28:10 COULD GET IT AT THAT PRICE OR HOPEFULLY WE CAN NEGOTIATE
11:28:14 BETTER BECAUSE THERE'S BEEN SOME OTHER COMMENTS ON THAT.
11:28:16 SO THE EQUIPMENT IS USABLE, BUT I WOULDN'T SAY IT'S OVERLY
11:28:20 RELIABLE.
11:28:21 THERE ARE, IF WE SEE THAT WE WANT TO OPERATE THE GOLF
11:28:25 COURSE, THERE ARE USED EQUIPMENT SELLERS OUT THERE THAT THE
11:28:32 ESTERO PEOPLE TOLD ME ABOUT THAT THEY SAID YOU COULD REPLACE
11:28:35 IT RELATIVELY INEXPENSIVELY.
11:28:38 IF WE OPERATE IT, I THINK WE CAN GET RELIABLE EQUIPMENT AT

11:28:41 SOME PRICE, AND I THINK THOSE PURCHASES COULD BE PAID FOR BY
11:28:46 THE REVENUE STREAM THAT'S COMING IN ON THE COURSE BECAUSE
11:28:49 IT'S PRETTY -- THEY ARE PRETTY BUSY OVER THERE.
11:28:52 SO I LOOK AT THIS AS A VOTE FOR THE PURCHASE OF PROPERTY,
11:28:57 WHICH FITS INTO A BIGGER VISION, NOT SO MUCH AS A DRIVING
11:29:02 RANGE WITH THE EQUIPMENT THAT'S THERE.
11:29:06 >>Mayor Errington: ANY OTHER COMMENTS?
11:29:08 >>Jim Ward: I WOULD AGREE WITH WHAT JON JUST SAID.
11:29:10 THE INTENT IS TO PURCHASE THE LAND.
11:29:12 WHETHER IT'S A GROWING CONCERN OR NOT, THAT'S NOT IMPORTANT
11:29:15 TO ME.
11:29:16 WHAT'S IMPORTANT TO ME IS SECURING THE LAND AND THE ABILITY
11:29:19 TO HAVE IT AS A PART OF THE VILLAGE.
11:29:22 >>Mayor Errington: ANY OTHER COMMENTS?
11:29:26 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
11:29:29 >>Mayor Errington: OKAY.

11:29:30 NEED A MOTION.
11:29:32 >>Vice-Mayor McLain: I'LL MAKE A MOTION.
11:29:33 >>Mayor Errington: MOTION MADE BY VICE-MAYOR McLAIN AND
11:29:35 SECONDED BY COUNCIL MEMBER FIESEL.
11:29:37 PLEASE CALL THE ROLL.
11:29:41 >>Steven Sarkozy: MAYOR, QUESTION TO THE ATTORNEY.
11:29:43 SHOULD WE INCLUDE SOMETHING IN HERE THAT WOULD ALLOW US TO
11:29:48 HOLD THIS UP --
11:29:51 >>Robert Pritt: IT'S NOT IN THE RESOLUTION.

11:29:54 MIGHT WANT TO BRING THAT UP IF COUNCIL WOULD ALLOW US TO DO
11:30:00 IN CASE WE FIND THAT BECOMES A BIGGER ISSUE.
11:30:02 >>Steven Sarkozy: WOULD YOU GIVE US THE AUTHORITY TO HOLD
11:30:05 THIS UP AND BRING IT BACK TO YOU LATER IF WE CAN'T FIND A
11:30:10 REASONABLE SOLUTION FOR THE EQUIPMENT?
11:30:12 IT'S NOT IN THE RESOLUTION.
11:30:20 >>Robert Pritt: THE DOWN SIDE OF THAT IS THAT IF WE EXERCISE
11:30:24 -- I THINK WHAT THE VILLAGE MANAGER IS ASKING FOR, AND I
11:30:28 WOULD BE ASKING FOR, IS IF YOU FIND THAT THIS OR SOMETHING
11:30:35 ELSE BECOMES A BIGGER DEAL THAN WE THINK IT IS TODAY, YOU
11:30:41 HAVE UNTIL THE 30th TO BACK OUT.
11:30:43 THE DOWN SIDE OF THAT IS YOU BACK OUT, YOU DON'T HAVE AN
11:30:47 AGREEMENT ANYMORE.
11:30:50 BUT IT WOULD BE HELPFUL IF WE HAD AT LEAST SOME FLEXIBILITY
11:30:55 TO DETERMINE, VILLAGE MANAGER DETERMINED THAT SOMETHING BAD
11:31:01 IS HAPPENING AND THEREFORE --
11:31:05 >>Mayor Errington: DO YOU SUPPORT PUTTING THAT INTO THE
11:31:07 RESOLUTION?
11:31:08 INTO THE MOTION, I'M SORRY?
11:31:15 >>Robert Pritt: IT WOULD BE GOOD TO PUT IN THERE.
11:31:17 IT'S OKAY TO PUT THAT IN.
11:31:19 >>Vice-Mayor McLain: COULD YOU ASK FOR AN EXTENSION TO THE
11:31:22 AGREEMENT, THE DUE DILIGENCE PERIOD UNTIL WE HAVE A RESOLVE
11:31:26 ON WHAT THE EQUIPMENT -- PRICE?
11:31:30 >>Robert Pritt: YOU COULD ASK BUT YOU MAY OR MAY NOT GET

11:31:33 THAT.
11:31:34 >>Mayor Errington: WHAT'S IN THE BEST INTEREST OF THE
11:31:36 VILLAGE THEN?
11:31:37 WHAT OF ALL OF THIS?
11:31:40 DO WE WANT TO PUT THAT INTO THE MOTION?
11:31:42 DOES THAT SECURE THE PROPERTY TO A CERTAIN EXTENT?
11:31:49 >>Steven Sarkozy: YOU COULD PUT THAT IN AND WE'LL BRING IT
11:31:51 BACK FOR A SPECIAL MEETING BEFORE THE 30th IF IT BECOMES A
11:31:55 REAL PROBLEM.
11:31:58 >>Mayor Errington: THAT SOUNDS GOOD.
11:32:00 >>Jim Ward: STEVE, I DON'T WANT TO JEOPARDIZE US LOSING THAT
11:32:04 PIECE OF PROPERTY, SO I WOULD NOT WANT TO PUT ANYTHING OUT

11:32:07 THERE -- IT'S PUBLIC KNOWLEDGE THAT WE'RE LOOKING AT
11:32:09 PURCHASING.
11:32:09 DO WE HAVE A BINDING CONTRACT THAT SECURES THAT PROPERTY TO
11:32:13 US?
11:32:14 >>Steven Sarkozy: IF WE PROCEED WITH THIS BEFORE THE 30th
11:32:17 WITHOUT AMENDING ANYTHING, WITHOUT --
11:32:21 >>Jim Ward: I WOULD JUST BE CAREFUL OF PUSHING THE ISSUE AND
11:32:24 LOSING THIS PROPERTY.
11:32:25 BECAUSE IT IS PUBLIC KNOWLEDGE, AND THERE ARE PEOPLE OUT
11:32:28 THERE THAT ARE LOOKING FOR PROPERTY.
11:32:31 >>Mayor Errington: THAT'S TRUE.
11:32:33 >>Robert Pritt: IF I MAY, WITH OR WITHOUT ADDING THAT, IF
11:32:36 THE VILLAGE MANAGER FINDS THAT IT MIGHT BE NECESSARY FOR YOU

11:32:40 TO HAVE A SPECIAL MEETING BEFORE THE 30th, YOU CAN STILL
11:32:44 DO THAT EVEN IF THIS HAS BEEN APPROVED.
11:32:49 >>Mayor Errington: LET'S DO THAT.
11:32:50 THAT SOUNDS --
11:32:52 >>Vice-Mayor McLain: SO APPROVE IT AS-IS.
11:32:56 >>Mayor Errington: AND A SPECIAL MEETING COULD COME BEFORE
11:33:00 THE 30th.
11:33:01 >>Vice-Mayor McLain: CAN'T NEGOTIATE A SUCCESSFUL THING.
11:33:03 >>Mayor Errington: SO THAT GIVES US A LITTLE BIT OF TIME.
11:33:06 >>Robert Pritt: I DID NOT PUT THAT IN THERE, FRANKLY,
11:33:09 BECAUSE I DIDN'T THINK ANYBODY WOULD WANT TO HAVE A SPECIAL
11:33:11 MEETING OR THE PROSPECT OF A SPECIAL MEETING.
11:33:13 THIS IS A PRETTY BIG DEAL.
11:33:15 IF YOU'RE WILLING TO DO THAT, I THINK THAT'S A GREAT IDEA,
11:33:19 BUT YOU DON'T NEED IT IN THE RESOLUTION UNLESS --
11:33:22 >>Mayor Errington: THIS IS MORE SECURE THIS WAY.
11:33:25 I AGREE WITH WHAT -- YES.
11:33:28 >>Vice-Mayor McLain: SO THE MOTION IS TO APPROVE IT AS
11:33:34 WRITTEN.
11:33:34 >>Robert Pritt: IF THE VILLAGE MANAGER AGREES IF IT'S OKAY
11:33:38 TO DO IT THAT WAY.
11:33:39 >>Mayor Errington: AND COME BACK LATER IF YOU FIND --
11:33:41 >>Vice-Mayor McLain: I MAKE THAT MOTION.
11:33:44 >>Mayor Errington: MOTION HAS BEEN MADE BY VICE-MAYOR
11:33:47 McLAIN AND SECONDED BY COUNCIL MEMBER WARD.

11:33:51 PLEASE CALL THE ROLL.
11:33:52 WAIT A MINUTE.
11:33:56 I DIDN'T GET COMMENTS.
11:33:58 >>Carol Sacco: THERE ARE NO PUBLIC COMMENTS AND THERE ARE NO
11:34:00 E-COMMENTS.
11:34:01 I THOUGHT WE SAID THAT.
11:34:05 >>Mayor Errington: GO AHEAD.
11:34:05 CALL THE ROLL.

11:34:08 >>Larry Fiesel: AYE.
11:34:10 >>Jim Boesch: AYE.
11:34:12 >>Jim Ward: AYE.
11:34:14 >>Jim Wilson: AYE.
11:34:16 >>Vice-Mayor McLain: AYE.
11:34:16 >>Mayor Errington: AYE.
11:34:18 WE ARE TO ITEM 8-A.
11:34:24 THIS IS THE FIRST READING OF ORDINANCE NUMBER 2022-03.
11:34:30 MADAM CLERK, WILL YOU PLEASE READ THE TITLE OF THE
11:34:33 ORDINANCE?
11:34:35 >>Carol Sacco: ORDINANCE NUMBER 2022-03, AN ORDINANCE OF THE
11:34:38 VILLAGE COUNCIL, OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING
11:34:41 ORDINANCE NUMBER 2019-01 TITLED AN ORDINANCE OF THE VILLAGE
11:34:45 COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING A
11:34:48 RESERVE POLICY; AND PROVIDING AN EFFECTIVE DATE.
11:34:51 BY REVISING ATTACHMENT A, RESERVE POLICY, TO REDUCE THE
11:34:55 INTENDED RESERVE LEVEL PERIOD FROM 12 MONTHS TO 3 MONTHS AND

11:34:58 TO REVISE THE PLAN FOR REPLENISHMENT OF FUNDS; AND PROVIDING
11:35:01 AN EFFECTIVE DATE.
11:35:04 >>Mayor Errington: THANK YOU.
11:35:08 >>Mayor Errington: STEVE?
11:35:09 >>Steven Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
11:35:11 THIS ITEM RELATES TO THE PAYING OFF OF OUR DEBT, AND THE
11:35:18 COUNCIL MAY RECALL THAT A COUPLE OF YEARS AGO THAT THERE WAS
11:35:23 CONCERN THAT THE RESERVES THAT WE WERE PUTTING INTO PLACE
11:35:27 WOULD REMAIN IN PLACE FOR THEIR PURPOSE AND NOT BE MODIFIED
11:35:35 BY FUTURE ACTIONS OF THE COUNCIL TO FAVOR PROJECTS.
11:35:40 OF COURSE, THE COUNCIL CANNOT BIND A FUTURE COUNCIL FOR THAT
11:35:45 PURPOSE, BUT THAT COUNCIL SET UP A POLICY HERE THAT WAS
11:35:50 ENACTED BY AN ORDINANCE, WHICH IS A LITTLE BIT STRONG
11:35:56 MEASURE.
11:35:56 AND THEN AS PART OF THE ORDINANCE, IT REQUIRES A
11:36:00 SUPERMAJORITY VOTE TO CHANGE THAT RESERVE POLICY.
11:36:04 SO THIS AFFECTS THE GENERAL FUND RESERVE THAT HAD BEEN
11:36:08 ESTABLISHED AT 12 MONTHS OF ANNUAL OPERATING REVENUE.
11:36:12 AND 12 MONTHS IS, FRANKLY, FAR MORE THAN WHAT WE REALLY
11:36:19 NEED.
11:36:19 WHEN THE VILLAGE WAS FORMED, WE WERE UNCERTAIN ABOUT OUR
11:36:22 REVENUES.
11:36:23 WE WERE UNCERTAIN ABOUT THE RISK THAT THE VILLAGE WAS GOING
11:36:26 TO INCUR, IN PARTICULAR WITH REGARD TO A NATURAL DISASTER.
11:36:34 WELL, WE SUFFERED THROUGH THE FLOODS THAT HAPPENED RIGHT

11:36:39 PRIOR TO HURRICANE IRMA.
11:36:43 HURRICANE IRMA CATEGORY 3 HURRICANE WAS A DIRECT HIT OVER
11:36:47 ESTERO, AND WE GOT THROUGH THAT RELATIVELY -- I DON'T WANT
11:36:54 TO SAY EASY -- BUT IT WAS NOT A HUGE EXPENSE TO THE

11:37:00 COMMUNITY.
11:37:01 SO WE THINK THAT IT'S VERY APPROPRIATE TO MODIFY THE RESERVE
11:37:06 POLICY FROM 12 MONTHS DOWN TO THREE MONTHS, AND THAT'S WHAT
11:37:09 THIS ORDINANCE DOES.
11:37:11 THIS IS THE FIRST READING OF THIS.
11:37:14 IT WOULD COME BACK FOR A PUBLIC HEARING AND SECOND READING
11:37:18 ON JUNE 1st, AND BECAUSE OF THE ORDINANCE PROCESS, THIS
11:37:23 LET'S EVERYBODY KNOW WHAT WE'RE DOING.
11:37:25 IT'S VERY TRANSPARENT.
11:37:27 WE WOULD BE TAKING THE MONEY THAT IS IN ACCOUNT AND USING IT
11:37:35 TO PAY -- FOR PAYING OFF THE DEBT.
11:37:39 AGAIN, THIS COMES TO YOU AS PART OF OUR DISCUSSION THAT WE
11:37:43 HAD AT WORKSHOP PREVIOUSLY REGARDING PAYING OFF THE DEBT,
11:37:48 AND IT STILL MAINTAINS A VERY CONSERVATIVE FINANCIAL
11:37:51 APPROACH BY THE VILLAGE.
11:37:53 >>Mayor Errington: COUNCIL MEMBERS, ANY QUESTIONS, COMMENTS?
11:37:57 >>Jim Ward: JUST A COMMENT.
11:37:59 RELATED TO WHAT WE'RE DISCUSSING WITH THE REDUCTION IN THE
11:38:02 DEBT, THIS IS A SUBPART OF THAT.
11:38:06 IT WASN'T NECESSARY IN TERMS OF DOING THIS TO REDUCE THE
11:38:10 DEBT.

11:38:10 THIS WAS JUST GOOD ACCOUNTING PRINCIPLE POLICY TO DO.
11:38:15 AND REALLY, WHILE IT PROVIDED FUNDS FOR THE REDUCTION OF
11:38:18 DEBT, IT REALLY WAS NOT PART OF THAT PROCESS.
11:38:23 >>Mayor Errington: ANY FURTHER COMMENTS?
11:38:24 ANY COMMENTS --
11:38:27 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
11:38:29 >>Mayor Errington: OKAY.
11:38:30 NEED A MOTION.
11:38:33 MOTION MADE BY COUNCIL MEMBER JIM WARD AND SECONDED BY
11:38:40 COUNCIL MEMBER LARRY FIESEL.
11:38:42 I'M SORRY.
11:38:42 JIM WILSON.
11:38:43 JIM, JIM, JIM.
11:38:46 I'M SORRY.
11:38:46 THE OTHER JIM.
11:38:53 FIESEL WAS THE SECOND.
11:38:54 >>Carol Sacco: THANK YOU.
11:38:55 COUNCIL MEMBER WILSON?
11:38:57 >>Jim Wilson: AYE.
11:38:58 >>Jim Ward: AYE.
11:38:59 >>Jim Boesch: AYE.
11:39:00 >>Larry Fiesel: AYE.
11:39:03 >>Vice-Mayor McLain: AYE.
11:39:04 >>Mayor Errington: AYE.
11:39:05 ITEM NUMBER 9-A.

11:39:12 THIS IS THE NEXT ITEM IS THE SECOND READING AND PUBLIC
11:39:16 HEARING OF ORDINANCE 2022-02 FOR MIROMAR OUTLETS SIGNAGE.
11:39:24 I UNDERSTAND THERE IS A REQUEST TO CONTINUE THIS CASE UNTIL
11:39:29 JUNE 15, 2022.
11:39:30 MADAM CLERK, HAS THIS ORDINANCE BEEN PROPERLY ADVERTISED?
11:39:36 >>Carol Sacco: YES, MAYOR, IT HAS.
11:39:37 >>Mayor Errington: WILL YOU PLEASE READ THE TITLE?
11:39:39 >>Carol Sacco: YES.
11:39:40 ORDINANCE 2022-02, AN ORDINANCE OF THE VILLAGE COUNCIL OF
11:39:44 THE VILLAGE OF ESTERO, FLORIDA, CONSIDERING AN AMENDMENT TO
11:39:46 THE COMMERCIAL PLANNED DEVELOPMENT, SPECIFICALLY DEVIATION
11:39:50 3, FOR REPLACEMENT SIGNAGE FOR MIROMAR OUTLETS PROPERTY
11:39:54 LOCATED AT THE NORTHEAST QUADRANT OF I-75 AND CORKSCREW
11:39:58 ROAD, CONSISTING OF APPROXIMATELY 75 ACRES; PROVIDING FOR
11:40:02 CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN
11:40:05 EFFECTIVE DATE.
11:40:06 >>Mayor Errington: THANK YOU.
11:40:07 STEVE?
11:40:09 >>Steven Sarkozy: THIS IS VERY SIMPLE.
11:40:11 IT'S A REQUEST FOR CONTINUATION.
11:40:13 THE REQUEST COMES FROM THE APPLICANT.
11:40:16 WE THINK IT WOULD BE VERY APPROPRIATE TO COMPLY AND MOVE
11:40:19 THIS TO YOUR MEETING OF JUNE 15.
11:40:22 >>Mayor Errington: THANK YOU.
11:40:23 ANY COUNCIL COMMENTS?

11:40:24 COMMENTS?
11:40:26 QUESTIONS?
11:40:26 DO WE HAVE ANY PUBLIC?
11:40:28 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
11:40:31 >>Mayor Errington: OKAY.
11:40:32 NEED A MOTION.
11:40:33 MOTION MADE BY VICE-MAYOR McLAIN AND SECONDED BY COUNCIL
11:40:39 MEMBER JIM WARD.
11:40:43 >>Larry Fiesel: CAN I BE CLEAR ON WHAT THE MOTION IS?
11:40:46 >>Mayor Errington: WE'RE DELAYING IT UNTIL JUNE 15.
11:40:51 >>Larry Fiesel: OKAY.
11:40:51 GOOD.
11:40:52 >>Mayor Errington: PLEASE CALL THE ROLL.
11:40:54 >>Larry Fiesel: AYE.
11:40:55 >>Jim Boesch: AYE.
11:40:57 >>Jim Ward: AYE.
11:40:59 >>Jim Wilson: AYE.
11:40:59 >>Vice-Mayor McLain: AYE.
11:41:01 >>Mayor Errington: AYE.
11:41:02 NEXT ITEM IS PUBLIC COMMENT ON NON-AGENDA ITEMS.
11:41:12 DO WE HAVE ANYONE?
11:41:13 >>Carol Sacco: NO, MAYOR.

11:41:14 WE HAVE NONE.
11:41:15 >>Mayor Errington: NOBODY.
11:41:16 NOW WE'RE GETTING TO THE END.

11:41:19 WE HAVE COUNCIL COMMUNICATIONS.
11:41:23 COUNCIL MEMBER JIM WILSON, WOULD YOU LIKE TO LEAD US OFF?
11:41:28 >>Jim Wilson: SURE.
11:41:28 I'VE BEEN SPEAKING IN FAVOR OF THIS MOTION ABOUT ADOPTING A
11:41:35 NEW RESERVE POLICY, BUT THINKING ABOUT WHAT'S HAPPENING IN
11:41:41 OUR REAL ESTATE MARKET, I THINK THE VILLAGE WILL BE A
11:41:44 BENEFICIARY OF THE INCREASE IN VALUE OF ALL THESE
11:41:50 PROPERTIES, WHAT WE'RE ALL SEEING IN OUR VARIOUS AREAS IS
11:41:53 THAT THE PRICES OF HOMES ARE GOING UP.
11:41:56 FLORIDA DOES DO A BETTER JOB THAN OTHER STATES OF TRACKING
11:42:01 AND FOLLOWING THAT.
11:42:02 SO I THINK IT WILL MEAN THAT THE ASSESSED VALUATION OF
11:42:06 ESTERO AND, OF COURSE, OF LEE COUNTY WILL GO UP
11:42:09 SIGNIFICANTLY.
11:42:10 SO THAT'S GOING TO COVER US.
11:42:11 BUT WHEN YOU THINK ABOUT THREE MONTHS, THAT'S THREE MONTHS
11:42:17 OF ALL OF OUR REVENUE.
11:42:19 WE HAVE ENOUGH MONEY SO THAT IF EVERYTHING STOPPED, WE WOULD
11:42:24 BE ABLE TO AFFORD KEEP RUNNING THE GOVERNMENT.
11:42:27 THAT'S A GREAT THING THAT WE DID TODAY.
11:42:30 ACTUALLY, IT'S THIS AFTERNOON NOW.
11:42:33 ANYWAY, THAT COMPLETES MY REPORT.
11:42:37 >>Mayor Errington: THANK YOU.
11:42:40 >>Jim Ward: I HAD THE OPPORTUNITY TO ATTEND THE LEGISLATIVE
11:42:42 UPDATE BY SENATOR PASSIDOMO AT FGCU UNIVERSITY LAST WEEK.

11:42:48 IT WAS REALLY WELL DONE.
11:42:50 SHE DID A NICE PRESENTATION.
11:42:52 BUT DURING THE SOCIAL PART OF IT, I HAD AN OPPORTUNITY TO
11:42:57 SPEAK TO ONE OF HER AIDES, AND HE RECOGNIZED THAT I WAS FROM
11:43:00 ESTERO.
11:43:02 AND HE ASKED ME, HE SAID, WHAT'S GOING ON?
11:43:05 I KIND OF HAD MY ELEVATOR SPEECH TO GIVE HIM ABOUT THE FEW
11:43:09 THINGS WE WERE DOING.
11:43:10 THE FIRST WAS THE WATER QUALITY AND THE SEPTIC TO SEWER.
11:43:13 BOY, HE JUMPED ALL OVER THAT.
11:43:15 HE SAID, THAT IS SO IMPORTANT TO THIS COMMUNITY.
11:43:17 IT'S SO IMPORTANT TO SENATOR PASSIDOMO.
11:43:21 AND THEN SHE GOT UP AND SHE DID HER LITTLE DOG AND PONY SHOW
11:43:25 ABOUT WHAT WAS ACCOMPLISHED IN THE LEGISLATURE.
11:43:28 THEN SHE WENT ON TO DESCRIBE WHAT WAS IMPORTANT TO HER.
11:43:32 SHE SAID THERE WERE THREE THINGS IMPORTANT TO HER.
11:43:34 WATER, WATER, AND WATER.
11:43:35 AND SO IT WAS JUST AN INTERESTING SITUATION.

11:43:40 HERE WHAT WE JUST DID AGAIN WITH RESPECT TO SEPTIC TO SEWER,
11:43:43 BUT HOW IMPORTANT IT IS TO THE MEMBERS OF THE COMMUNITY AS
11:43:47 WELL AS TO OUR LEGISLATIVE BRANCH THAT WE DO THINGS TO
11:43:50 IMPROVE THE WATER QUALITY IN ESTERO AND SOUTHWEST FLORIDA
11:43:55 FOR THAT MATTER.
11:43:56 >>Mayor Errington: THANK YOU.
11:43:58 >>Jim Boesch: DO IT EARLY.

11:43:59 >>Mayor Errington: JIM BOESCH, DO YOU HAVE ANY COMMENTS?
11:44:01 >>Jim Boesch: PASS.
11:44:02 >>Mayor Errington: YOU'LL PASS.
11:44:03 OKAY.
11:44:08 >>Larry Fiesel: MUST BE MY TURN.
11:44:10 I DON'T HAVE A LOT TO SAY OTHER THAN I ATTENDED THE TOURIST
11:44:15 DEVELOPMENT COUNCIL ONCE A MONTH.
11:44:17 I WAS APPOINTED TO THAT BOARD.
11:44:18 THEY MET LAST THURSDAY.
11:44:20 THE INCREDIBLE NUMBERS CONTINUE IN LEE COUNTY EVERY MONTH,
11:44:26 STILL IN A CLOSE TO 50% INCREASE OVER YEAR TO YEAR NUMBERS
11:44:32 AT BED TAX, HOTEL OCCUPANCY, AIRPORT PASSENGERS.
11:44:38 I THINK THE NUMBER IS 1.5 MILLION LAST MONTH CAME THROUGH
11:44:42 THE AIRPORT.
11:44:42 SO PEOPLE ARE TRAVELING, AND TRAVELING TO SOUTHWEST FLORIDA.
11:44:49 ONE OF THE THINGS THEY GAVE US WAS A PERCENT OF PEOPLE
11:44:53 COMING FROM VARIOUS PARTS OF THE COUNTRY.
11:44:56 INTERESTINGLY AND NOT SURPRISINGLY, 44% OF THE TRAVELERS TO
11:45:00 LEE COUNTY COME FROM THE UPPER MIDWEST.
11:45:03 WHAT I THOUGHT WAS KIND OF AN INTERESTING NUMBER, THE 12% OF
11:45:06 THE NUMBERS COME FROM THE STATE OF FLORIDA.
11:45:09 PEOPLE FROM FLORIDA COME TO LEE COUNTY, GET AWAY FROM THE
11:45:13 EAST COAST, I GUESS, IS PART OF THAT SITUATION.
11:45:16 IT'S INTERESTING.
11:45:23 I'M NOT GOING TO PROPOSE WE DO THAT HERE, BUT THEY HAVE AN

11:45:26 AGENDA THAT'S ONE HOUR LONG.
11:45:28 SO THEY DIVIDE WHAT'S ON THE AGENDA IN SEGMENTS TO END IN
11:45:32 ONE HOUR.
11:45:34 MY KIND OF MEETING, BY THE WAY.
11:45:35 >>Mayor Errington: ALL RIGHT.
11:45:36 [LAUGHTER]
11:45:38 >>Larry Fiesel: THE OTHER THING IS, WE GOT THE LETTER FROM
11:45:41 DAVID REGARDING THE WILLIAMS ROAD ATLANTIC BOULEVARD
11:45:47 PROJECT.
11:45:52 THAT'S IN MY DISTRICT AND I GET BEAT UP PRETTY REGULARLY BY
11:45:55 PEOPLE WANTING TO KNOW WHY WE ARE NOT MOVING FORWARD.
11:45:58 WHY HAVEN'T WE DONE THIS?
11:45:59 WHY HAVEN'T WE DONE THAT?
11:46:01 AND I WAS A LITTLE DISAPPOINTED TO FIND THAT ONE OF THE

11:46:04 MAJOR ISSUES THAT WE HAVE TO OVERCOME IS OBTAINING A SMALL
11:46:07 SLIVER OF PROPERTY FROM FOUNTAIN LAKES AND THEY VOTED NOT TO
11:46:10 GIVE IT TO US.
11:46:11 SO THAT MOVES THE PROJECT OUT AS A MINIMUM OF A YEAR.
11:46:15 IT MAY NOT BE DISASTROUS IN LIGHT OF THE ISLAND TOWER THAT'S
11:46:21 GOING TO BE BUILT SOON AND THE TRUCKS AND THE TRAFFIC THAT
11:46:25 WILL BE GOING THROUGH THERE.
11:46:26 BUT ANYWAY, I HOPE THE PEOPLE THAT WERE REALLY ANXIOUS TO
11:46:31 SEE THAT COMPLETED QUICKLY CAN BACK OFF A LITTLE BIT AND
11:46:35 REALIZE THAT WE'RE DOING EVERYTHING WE CAN, AS DAVID IS
11:46:37 DOING EVERYTHING HE CAN TO GET THIS ROAD BUILT.

11:46:41 A LOT OF THINGS OUTSIDE OF OUR CONTROL THAT DON'T LET US DO
11:46:44 THE THINGS WE WANT TO DO.
11:46:50 >>Jim Wilson: THAT WOULD BE A QUESTION FOR THE ATTORNEY.
11:46:51 UNDER FLORIDA LAW, COULD THE VILLAGE OF ESTERO CONDEMN THAT
11:46:54 LITTLE SLIVER OF LAND THAT WE SO DESPERATELY NEED TO DO THE
11:46:58 INTERSECTION IMPROVEMENT IF IT IS A PUBLIC BENEFIT?
11:47:00 >>Robert Pritt: IF IT IS A CONDEMNATION OF PUBLIC PROPERTY,
11:47:04 PROBABLY NOT.
11:47:07 >>Jim Wilson: THIS IS PRIVATE PROPERTY.
11:47:08 >>Robert Pritt: CONDEMNATION OF PRIVATE PROPERTY YOU CAN IF
11:47:10 IT'S FOR A PUBLIC PURPOSE.
11:47:13 >>Jim Wilson: THE ANSWER IS YES?
11:47:17 >>Larry Fiesel: WELL, I ASKED DAVID THAT SAME QUESTION.
11:47:19 PROBABLY WOULD BE QUICKER TO GET THE FOUNTAIN LAKES PEOPLE
11:47:21 TO AGREE WITH US RATHER THAN GO THROUGH THAT PROCESS.
11:47:24 LESS EXPENSIVE, TOO, BY THE WAY.
11:47:26 >>Jim Wilson: MY BRAIN IS ON ILLINOIS LAW, NOT ON --
11:47:28 [LAUGHTER]
11:47:31 >>Mayor Errington: IS THAT IT?
11:47:33 OKAY.
11:47:33 VICE-MAYOR.
11:47:34 >>Vice-Mayor McLain: COUPLE OF COMMENTS HERE, MAYBE TO
11:47:37 STEVE.
11:47:38 WE'VE GOT TECO GAS FRANCHISE AGREEMENT, I GUESS, HAS FINALLY
11:47:42 BEEN -- WE'VE GOT IT READY TO BE SIGNED, I GUESS, OR IS

11:47:47 SIGNED.
11:47:47 MY CONCERN IS, I MENTIONED THE LAST COUNCIL MEETING IS WE
11:47:50 HAVE A GAS SITUATION, SUPPLY SITUATION IN MY DISTRICT, ALONG
11:47:55 ESTERO PARKWAY SO THAT WHEN WE HAVE HIGH DEMAND, LIKE IN AN
11:47:58 EARTHQUAKE -- NOT AN EARTHQUAKE, THANK GOD, BUT A HURRICANE,
11:48:02 ALL OF THE GENERATORS START UP AT ONE TIME AND THEY SHUT
11:48:06 DOWN PRETTY QUICKLY THEREAFTER BECAUSE THERE'S NOT ADEQUATE
11:48:11 FLOW.
11:48:11 TECO TELLS ME AND OTHER FOLKS THAT THEY ARE WORKING ON A
11:48:14 SOLUTION.

11:48:15 I'M WONDERING IF WE COULD SAY WE'LL DELIVER THE FRANCHISE
11:48:19 AGREEMENT SIGNED WHEN YOU COME BACK AT LEAST WITH A PROPOSAL
11:48:23 AS TO WHAT THEY PLAN ON DOING WITH A TIMETABLE.
11:48:27 IS THAT SOMETHING WE COULD DO?
11:48:33 >>Steven Sarkozy: DOING THAT MAY JEOPARDIZE THAT FRANCHISE
11:48:38 AGREEMENT, WHICH REPRESENTS REVENUE TO THE VILLAGE.
11:48:39 I THINK RATHER THAN RESPOND TO THAT QUESTION HERE AT A
11:48:43 COUNCIL MEETING, I THINK WE NEED TO DO SOME LEGAL REVIEW OF
11:48:46 THOSE OPTIONS BEFORE COMING BACK HERE.
11:48:49 >>Vice-Mayor McLain: I'D LIKE TO PUSH TECO TO GET SOMETHING
11:48:53 DONE, BECAUSE WE ARE COMING INTO HURRICANE SEASON.
11:48:55 IN FACT, IF YOU LOOK AT THE TROPICS, IT'S PRETTY BUSY DOWN
11:48:59 THERE.
11:48:59 SO I THINK WE NEED TO GET SOME KIND OF RESOLVE ON THAT.
11:49:02 >>Robert Pritt: I ACTUALLY DID MENTION THAT TO THE ATTORNEY

11:49:05 THAT THERE IS A PROBLEM OUT HERE, AND I DIDN'T GET TERRIBLY
11:49:12 SPECIFIC WITH IT, BUT THEY AT LEAST KNOW THAT THE PERSON WHO
11:49:17 WAS THE ONE WHO SENT OVER THE DOCUMENTS KNOWS THAT THERE'S
11:49:22 SOMETHING OUT THERE, THERE'S AN ISSUE OUT THERE, AND THAT WE
11:49:25 CAN EASILY FOLLOW UP.
11:49:27 SHE WAS CURIOUS --
11:49:30 >>Vice-Mayor McLain: ANY WAY WE CAN PUSH I THINK IS
11:49:32 IMPORTANT.
11:49:32 THE WATER SCHOOL AT FLORIDA GULF COAST UNIVERSITY IS ABOUT
11:49:36 TO OPEN.
11:49:36 IT'S JUST A BEAUTIFUL BUILDING.
11:49:38 I WAS RIDING MY BIKE OVER THERE LAST SATURDAY AND ONE OF THE
11:49:42 GATES WAS OPEN SO I GOT A CHANCE TO DRIVE THROUGH IT.
11:49:45 IT'S A MAGNIFICENT BUILDING.
11:49:48 I THINK THEY'VE HAD A MEDIA EVENT THERE ALREADY.
11:49:51 IS IT POSSIBLE THAT THE COUNCIL COULD GET MAYBE A PRIVATE
11:49:55 TOUR OF THAT OR SOME -- IT WOULD BE GREAT TO SEE THAT.
11:50:00 IT'S ONE OF THE BIGGEST ASSETS WE HAVE.
11:50:01 IT IS THE BIGGEST BUILDING ON THE CAMPUS, AND I'D LIKE TO
11:50:05 JUST SEE WHAT IT LOOKS LIKE INSIDE AND WHAT THEY CAN REALLY
11:50:09 DO FOR US.
11:50:10 >> WE'LL CHECK IT OUT.
11:50:11 >>Vice-Mayor McLain: THANK YOU.
11:50:15 >>Mayor Errington: WE'VE BEEN CONTACTED BY THE FLORIDA
11:50:17 LEAGUE OF MAYORS TO HOST SOUTHWEST FLORIDA DINNER AT THE

11:50:24 WATER SCHOOL, THANKS TO CAROL SACCO.
11:50:26 SHE TRACKED DOWN THE PLACE THERE AND THEY GOT AN AGREEMENT
11:50:31 WITH THE FLORIDA LEAGUE OF MAYORS TO HAVE THE EVENT AT FGCU
11:50:38 WITH THE TOUR OF THE WATER SCHOOL.
11:50:41 SO THAT WILL GIVE EVERYBODY FROM SOUTHWEST FLORIDA A CHANCE
11:50:44 -- WE BEAT THEM OUT, REMEMBER, CAROL, SARASOTA -- WE WERE IN

11:50:48 COMPETITION WITH SARASOTA AND WE GOT IT.
11:50:51 THE MIGHTY MUSCLES GAME IS BACK.
11:50:58 [LAUGHTER]
11:50:59 EVERYTHING -- I THINK EVERYTHING HAPPENS FOR A PURPOSE.
11:51:06 MAYBE THIS IS EVEN BETTER.
11:51:07 WE GOT RAINED OUT, AS YOU KNOW, ON APRIL THE 29th.
11:51:11 NOW IT'S SCHEDULED FOR SUNDAY, JULY THE 3rd.
11:51:14 AND SO THEY -- THEY BEING THE MIGHTY MUSCLES, WILL WORK WITH
11:51:19 US TO HAVE A JULY 4th CELEBRATION.
11:51:23 THEY ARE GOING TO EXPLODE THE BIGGEST FIREWORKS OF THE YEAR
11:51:26 THAT NIGHT FOR THAT CELEBRATION.
11:51:29 SO THEY ARE GOING TO HAVE -- WE HAD TO DO SOME CONVINCING
11:51:36 THAT GARY ISRAEL COULD REALLY SING THE NATIONAL ANTHEM.
11:51:40 THAT WAS LIKE ONE OF THE THINGS.
11:51:41 I WAS ON A ZOOM CALL -- IT'S 7:00.
11:51:46 AND WITH THE CHAMBER PRESIDENT AND WITH DAN LAUER.
11:51:54 HE NEVER HEARD OF GARY ISRAEL.
11:51:56 WE SAID HE WAS MR. NATIONAL ANTHEM OF ESTERO.
11:52:00 WE'VE GOT THAT SET UP.

11:52:02 NOW, WHAT THEY ARE GOING TO DO, BOUGHT TICKETS.
11:52:05 THEY SOLD 152 TICKETS FOR THE LAST GAME THAT GOT RAINED OUT.
11:52:10 IF YOU BOUGHT A TICKET AND YOU THREW IT AWAY OR IF YOU
11:52:14 DECIDE TO HAVE IT, USE IT FOR THE DOUBLEHEADER THAT WAS THE
11:52:18 NEXT WEEK AND YOU DIDN'T USE IT BECAUSE IT GOT RAINED OUT,
11:52:24 DAN SAID THEY WOULD HONOR ALL THE DISTRICTS AND YOU COME TO
11:52:26 THE WINDOW AND SAY YOUR NAME AND THEY WILL GIVE YOU A NEW
11:52:32 TICKET.
11:52:33 YOU WILL NOT HAVE TO PAY, EVEN IF YOU DON'T HAVE IT ON YOUR
11:52:36 PERSON.
11:52:36 THEY WILL HONOR THAT.
11:52:39 AND WE TRIED TO DO A BARBEQUE EVENT THERE, BUT IT RAISED THE
11:52:44 PRICE.
11:52:44 IT WAS OUT ON THE TERRACE.
11:52:46 THAT WOULD HAVE BEEN REALLY NICE.
11:52:47 THAT COULD BE FOR THE FUTURE.
11:52:48 ANYONE WANTS TO EXPLORE THAT.
11:52:50 BUT THE PRICE GOES UP.
11:52:52 BUT FOR $5, THIS WILL BE A NICE EVENT.
11:52:56 SO LOOKING FORWARD TO THAT.
11:52:59 >> WHAT'S THE DATE AGAIN?
11:53:00 >>Mayor Errington: JULY THE 3rd.
11:53:02 IT WILL BE AT 7:00.
11:53:03 THEY HAVE A GAME IN THE AFTERNOON, BUT WE'RE DOING THE NIGHT
11:53:08 GAME WITH THE FIREWORKS.

11:53:13 >>Carol Sacco: IT SHOULD BE ON EVERYONE'S CALENDAR.
11:53:14 I SENT IT OUT.

11:53:15 >>Mayor Errington: WE JUST FOUND OUT YESTERDAY.
11:53:17 SO IT'S ALL GOOD.
11:53:19 I DID SAY SOMETHING TO DAVID ABOUT IF HE WOULD GIVE US AN
11:53:27 UPDATE ON U.S. 41 AND ESTERO ON THE RIVER, WHEN THOSE TWO
11:53:31 PROJECTS MAY START.
11:53:32 JUST A DATE SO WE CAN HAVE SOMETHING TO LOOK FORWARD TO.
11:53:39 >>David Willems: SO FOR ESTERO ON THE RIVER, IT'S ALREADY
11:53:42 STARTED.
11:53:43 THEY ARE DEMOLISHING THOSE STRUCTURES AS WE SPEAK.
11:53:46 I THINK THEY STARTED LATE LAST WEEK.
11:53:48 PROBABLY ANOTHER TWO WEEKS THEY SHOULD BE FINISHED.
11:53:52 AND WHILE THEY ARE DOING THAT, WE PUT OUT TO BID TO ACTUALLY
11:53:55 KIND OF FINISH THE PATH WHICH WILL BE CLEARING SOME
11:53:59 ADDITIONAL EXOTIC TREES TO FINISH THE LOOP, AND THEN GETTING
11:54:03 RID OF SOME OF THE STUMPS THAT WERE TRIP HAZARDS.
11:54:07 THEN AFTER THAT'S DONE, IT WOULD BE AVAILABLE FOR THE PUBLIC
11:54:10 AND CONNECTING IT TO THE PARKING LOT ALONG HAPPEHATCHEE.
11:54:13 >>Mayor Errington: WHAT DO YOU THINK THE TIMELINE IS WHEN
11:54:16 THE PUBLIC --
11:54:17 >>David Willems: LIKELY IN THE SUMMER.
11:54:18 JULY.
11:54:21 I DON'T KNOW ABOUT THAT EARLY, BUT JULY, SOMETIME IN JULY
11:54:24 LIKELY.

11:54:24 AND THEN U.S. 41, WE'RE JUST WORKING WITH F.D.O.T. TO
11:54:29 COORDINATE JUST TO MAKE SURE THEY UNDERSTAND WHAT WE'RE
11:54:32 DOING WITH THEIR OPERATIONS.
11:54:34 THEY WANTED TO REVIEW THE TRAFFIC MANAGEMENT THAT OUR
11:54:37 LANDSCAPE ARCHITECT IS GOING TO DO.
11:54:40 THAT WILL BE NEXT WEEK.
11:54:41 THEN WE'RE COORDINATING WITH SOME OF THE BILLBOARD COMPANIES
11:54:45 JUST TO MAKE SURE, BECAUSE THEY HAVE PERMITS THAT PROTECT
11:54:47 THEIR VIEW CORRIDORS.
11:54:49 SO WE'RE WORKING WITH THEM JUST TO MAKE SURE THAT'S ALL
11:54:52 OKAY.
11:54:52 THAT'S MAYBE THREE OR FOUR WEEKS OUT THEY SHOULD BE ABLE TO
11:54:57 START THEIR CONSTRUCTION.
11:54:58 >>Mayor Errington: THANK YOU.
11:54:59 THERE WAS AN INCIDENT THAT HAPPENED JUST LAST WEEK AT OUR
11:55:09 TIDE CLEANERS IN ESTERO.
11:55:13 VERY TOP QUALITY.
11:55:14 IF ANY OF YOU ARE FAMILIAR WITH PROCTER AND GAMBLE, THEY DO
11:55:19 EVERYTHING FIRST CLASS, AND THAT TIDE BELONGS TO PROCTER AND
11:55:21 GAMBLE.
11:55:22 BUT A PERSON WHO WAS BEHIND A VEHICLE DROPPING OFF CLOTHING
11:55:26 WITNESSED -- I DON'T KNOW WHAT HAPPENED.
11:55:29 IT WAS A TRUCK THAT PULLED UP, AND THREW ALL THE CLOTHES OUT
11:55:35 ON THE SIDEWALK.

11:55:35 JUST THREW THEM ONE BY ONE.

11:55:38 AND IT WAS VERY DEMEANING.
11:55:41 HOW DO YOU REPORT SOMETHING LIKE THAT?
11:55:43 IT WAS RATHER DISGUSTING.
11:55:45 SOME PEOPLE CAN BE NOT VERY NICE.
11:55:51 INDIVIDUAL CLOTHES.
11:55:52 A TUXEDO CAME OUT OF THE TRUCK AND MADE THE PEOPLE THERE
11:55:56 PICK IT UP AND OTHER THINGS.
11:55:58 JUST TO TELL YOU, THAT'S KIND OF SAD.
11:56:01 SADDENS ME TO KNOW THAT SOMEBODY WOULD DO THAT TO OUR -- ANY
11:56:07 BUSINESS HERE IN ESTERO.
11:56:10 >> GET A TUXEDO THE NEXT TIME WE GO OUT THERE.
11:56:13 >>Mayor Errington: IF IT IS THE RIGHT SIZE, YOU CAN.
11:56:15 OKAY.
11:56:17 WE ARE NOW READY FOR THE VILLAGE ATTORNEY.
11:56:21 WE WANT YOU TO KNOW THAT NOT ALL MEETINGS ARE LIKE THIS ONE
11:56:24 TODAY.
11:56:24 [LAUGHTER]
11:56:25 >>Robert Pritt: DON'T BLAME ME.
11:56:27 [LAUGHTER]
11:56:28 >>Mayor Errington: ROBUST DISCUSSION WE HAD.
11:56:31 >>Robert Pritt: I REALLY DON'T HAVE ANYTHING FURTHER TO
11:56:33 REPORT.
11:56:34 IT'S VERY INTERESTING BEING HERE AND THE CIVILITY THAT I SEE
11:56:40 WITHIN THIS ROOM IS VERY, VERY REFRESHING.
11:56:44 >>Mayor Errington: THANK YOU.

11:56:45 STEVE?
11:56:48 >>Steven Sarkozy: THANK YOU, MADAM MAYOR.
11:56:49 JUST ONE COMMENT.
11:56:51 YOU CONTINUED THE MIROMAR SIGN.
11:56:54 IF THERE ARE -- I DON'T WANT IT TO GET STALE IN YOUR MIND,
11:57:00 IF YOU HAVE ANY QUESTIONS OR ISSUES, PLEASE CALL MARY, AND
11:57:02 MARY COULD THEN MAKE SURE THAT THE PRESENTATION THAT COMES
11:57:06 BACK ON JUNE 15th WILL ADDRESS THOSE ISSUES THAT YOU MIGHT
11:57:09 HAVE.
11:57:10 >>Mayor Errington: GOOD.
11:57:11 GOOD.
11:57:12 >>Steven Sarkozy: THAT'S IT.
11:57:13 >>Mayor Errington: WHAT TIME IS IT?
11:57:16 11:57.
11:57:17 ALL RIGHT.
11:57:18 DO I HAVE A MOTION?
11:57:20 >>Vice-Mayor McLain: I MAKE A MOTION.
11:57:21 >>Mayor Errington: MOTION TO ADJOURN.
11:57:21 [SOUNDING GAVEL]
11:57:22 ADJOURNED.

11:57:23

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

THE VILLAGE OF ESTERO

PROCLAMATION

WHEREAS, *National Safe Boating Week is observed to bring attention to important life-saving tips for recreational boaters so that they can have a safer, more fun experience out on the water throughout the year; and*

WHEREAS, *on average, 600 people die each year in boating-related accidents in the U.S.; 79 percent of these are fatalities caused by drowning; and*

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

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

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

WHEREAS, *Flotilla 96 has been named "Flotilla of the Year" in Southwest Florida and plans to offer an ambitious boating safety program during the week of May 21-27; and*

NOW, THEREFORE, *I, Katy Errington, Mayor of the Village of Estero, Lee County, Florida, do hereby support the goals of the Safe Boating Campaign and proclaim May 21-27, 2022 as National Safe Boating Week and the start of the year-round effort to promote safe boating.*

IN WITNESS THEREOF, *I urge all those who boat to practice safe boating habits and wear a life jacket at all times while boating and have hereunto set my hand and caused the seal of the Village of Estero to be affixed, this 18th day of May, 2022.*

Katy Errington, Mayor



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

DRAFT

VILLAGE COUNCIL MEETING

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

May 4, 2022 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Frank Brand First Baptist Church of Estero.

PLEDGE OF ALLEGIANCE

Led by Councilmember Boesch

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, Village Attorney Robert Pritt, Land Use Attorney Nancy Stroud (via Zoom), Public Works Director David Willems, Community Development Director Mary Gibbs, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Wilson
Seconded by: Councilmember Ward

Action: Approved agenda.

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

Nay:

Abstentions:

3. PROCLAMATION

(a) Municipal Clerk Week/Carol Sacco, Village Clerk

Council Questions or Comments
Mayor Errington.

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

5. CONSENT AGENDA

(a) April 13, 2022, Special Council Meeting Minutes
(b) April 20, 2022, Council Meeting Minutes
(c) Financial Report for Month ended March 2022

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Motion: Motion to approve the Consent Agenda.

Motion by: Councilmember Fiesel
Seconded by: Councilmember Ribble

Action: Approved the Consent Agenda.

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

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA
None.

7. ACTION ITEMS

(a) Additional US 41Landscape Maintenance

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

Council Questions or Comments
None.

Public Comments
eComment
Chad Hageman

Motion: Motion to approve Misc. Contractor Services contract EC 2019-66 STA 21 with P & T Lawn & Tractor Services for $109,872 to replace trees along US 41 and provide additional landscape maintenance work on medians 22-24, approve a contingency fund amount of $11,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Motion by: Councilmember Boesch
Seconded by: Vice Mayor McLain

Action: Approve Misc. Contractor Services contract EC 2019-66 STA 21 with P & T Lawn & Tractor Services for $109,872 to replace trees along US 41 and provide additional landscape maintenance work on medians 22-24, approve a contingency fund amount of $11,000 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

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

(b) Via Coconut Point and Williams Road Sidewalks

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
Vice Mayor McLain.

Public Comments
None.

Motion: Motion to approve Misc. Contractor Services contract EC 2019-59 STA 08 with Cougar Contracting, LLC for $52,815 for the repair of sidewalks along Via Coconut Point and Williams Road, approve a contingency fund amount of $5,300 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which

may occur, and authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Motion by: Councilmember Ribble
Seconded by: Councilmember Fiesel

Action: Approved Misc. Contractor Services contract EC 2019-59 STA 08 with Cougar Contracting, LLC for $52,815 for the repair of sidewalks along Via Coconut Point and Williams Road, approve a contingency fund amount of $5,300 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur, and authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

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

(c) Resolution No. 2022-07 amending convenience fee for credit card transactions

A Resolution of The Village Council of the Village of Estero, Florida, Approving 3.5% Convenience Fee for Credit Card/Debit Card Use.; Amending Resolution No. 2015-68; and Providing an Effective Date.

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

Council Questions or Comments
Mayor Errington

Public Comment
None.

Motion: Motion to approve Resolution No. 2022-07 which amends Resolution No. 2015-68.

Motion by: Councilmember Boesch
Seconded by: Councilmember Wilson

Action: Approved Resolution No. 2022-07 which amends Resolution No. 2015-68.

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

8. FIRST READING

(a) First Reading of Ordinance 2022-02 for Miromar Outlets Signage

Ordinance 2022-02 of the Village Council of the Village of Estero, Florida, Considering an Amendment to the Commercial Planned Development, Specifically Deviation 3, for Replacement Signage for Miromar Outlets Property Located at the Northeast Quadrant of I-75 and Corkscrew Road, Consisting of Approximately 75 Acres; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

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

Council Questions or Comments
Councilmembers Fiesel, Ribble, Vice Mayor McLain, and Mayor Errington.

Public Comment
None.

Motion: Motion to pass first reading of Ordinance 2022-02 and set second reading for May 18, 2022.

Motion by: Councilmember Wilson
Seconded by: Councilmember Ward

Action: Passed first reading of Ordinance 2022-02 and set second reading for May 18, 2022.

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

9. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

11. VILLAGE ATTORNEY'S REPORT

None.

12. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Council concurred to remove the tentative zoning meetings from the Village Council calendar and add meetings as they are needed.

13. ADJOURNMENT at 10:57 am.

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____
Carol Sacco, Village Clerk 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
May 18, 2022

Agenda Item:

Resolution No. 2022-09, amending the Fiscal Year 2021-2022 Village Budget.

A resolution of the Village Council of the Village of Estero, Florida, approving the first budget amendment for Fiscal Year 2021-2022 to approve the use of Village Funds and to recognize increased revenues and increased expenditures for capital projects and debt retirement; and providing an effective date.

Motion to approve Resolution 2022-09, to amend the 2021-2022 Fiscal Year Budget to recognize increased revenues and increased expenditures for capital projects and debt retirement.

Background:

On September 22, 2021 Village Council approved Resolution 2021-22 setting the Village's Fiscal Year 2021-2022 budget. The budget included $15,181,963 in total revenue and $19,206,200 for Capital Projects.

As part of the Federal Government American Rescue Plan Act (ARPA) the Village has and will receive funding that must be spent by December 31, 2024. The Village received half of the funding, $8,482,207 in September 2021.

To spend all of the ARPA funds by December 31, 2024, some projects must be expedited and added to the Fiscal Year 2021-2022 budget.

Description:

The Village performs budget amendments throughout each fiscal year as new appropriations, transfers or increased revenue occur. This amendment, the first for the current fiscal year, is to recognize new revenue and appropriate funding for debt retirement and capital projects.

This budget amendment is being proposed to add the ARPA funds to the Village's Fiscal Year 2021-2022 budget, add projects that will utilize the ARPA funds, and add new

projects to the Village's CIP. Following is a summary of each proposed change.

Additional Funding

1. Add $8,482,207 of federal ARPA funds to the CIP Budget.

Bike/Ped Improvements

2. Sandy Lane Bike/Ped Improvements ($193,000): The project and Broadway E Shared Use Path received state appropriations that will require both projects to be expedited. To meet required timelines additional work will need to be completed in Fiscal Year 2021-2022.
3. Broadway E Shared Use Path ($205,600): See Sandy Lane Bike/Ped Improvement description above.
4. Broadway West Benches ($100,000): Unspent funds in the Fiscal Year 2020-2021 budget for the Broadway West benches were not brought forward into Fiscal Year 2021-2022. This amendment reallocates these funds to pay for the recently completed benches along Broadway West.

Parks & Recreation

5. Estero Community Park ($760,000): Increase budget to accommodate more design and permitting this fiscal year.
6. Estero on the River ($1,000,000): Additional funding to expedite design, permitting and phase 1 trail construction.

Utility Projects

7. Package WWTP UEP Design & Permitting ($420,000): Project added to expedite design and permitting for the package WWTP UEP and use ARPA Funds
8. Broadway West UEP Design & Permitting ($1,170,000): Project added to expedite design and permitting for the Broadway W. UEP and use ARPA Funds.
9. Broadway East UEP Design & Permitting ($1,250,000): Project added to expedite design and permitting for the Broadway E. UEP and use ARPA Funds

Land Purchases

10. Driving Range Property Purchase ($4,250,000): Purchase Gulf Coast Driving Range property.
11. River Oaks Preserve Purchase ($1,100,000): Purchase River Oaks Preserve property.

Debt Reduction

12. Additional debt payments ($17,219,171) to pay off the loan for the Estero on the River Property.

This results in an increase in the Fiscal Year 2021-2022 Total Revenue from $15,181,963 to $23,664,170, an increase of $8,482,207 (ARPA Funding).

The result is an increase in the Fiscal Year 2021-2022 Capital Project Budget spending from $19,206,200 to $29,650,800 for an increase in expenditures of $10,448,600. This includes the additional projects and land purchases listed above. The additional ARPA funding of $8,482,207 will help offset the additional spending.

Paying off the $17,219,171 in debt on the Estero on the River property will be funded by the debt retirement reserve, general fund unassigned fund balance, and Capital Project Reserves.

Action Requested:

Approve Resolution 2022-09, to amend the 2021-2022 Fiscal Year Budget to recognize increased revenues and increased expenditures for capital projects and debt retirement.

Process and Timeline:

This resolution will amend the budget to accommodate the American Rescue Plan Act funding in September 2021 and the current fiscal year.

Financial Impact:

This action will increase revenues (ARPA Grant) and increase expenditures (debt retirement and capital projects). The proposed budget amendment will add $8,482,207 of ARPA funding to the Village's budget and increase Capital Project spending from $19,206,200 to $29,650,800. The largest increases in Capital Project spending are land acquisition - $5,350,000, Utility Extension Projects - $2,688,750, and Park Projects - $1,000,000.

The budget will be modified to reflect paying off the debt on the Estero on the River property using funds within the debt retirement reserve, general fund unassigned fund balance, and Capital Reserves

Prepared by: Chris Phillips

Attachments:

1. Resolution No. 2022-09
2. Resolution No. 2021-22

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 - 09

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING THE FIRST BUDGET AMENDMENT FOR FISCAL YEAR 2021-2022 TO APPROVE THE USE OF VILLAGE FUNDS AND TO RECOGNIZE INCREASED REVENUES AND INCREASED EXPENDITURES FOR CAPITAL PROJECTS AND DEBT RETIREMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2021-22, adopted the 2021-2022 fiscal year budget; and

WHEREAS, Village Council has approved various capital improvement projects during the current fiscal year, previously not included in the original 2021-2022 fiscal budget; and

WHEREAS, Village Council has received additional funding from the American Rescue Plan Act (ARPA); and

WHEREAS, Village Council has approved retiring the debt on the Estero on the River Property; and

WHEREAS, the Village Budget should be amended to amend the Fiscal Year 2021-2021 revenue from $15,181,963 to $23,664,170 an increase to the original budget of $8,482,207, for recognition of American Rescue Plan Act Funds; and

WHEREAS, the Village Budget should be amended to amend the Fiscal Year, 2021-2022 Debt Retirement Reserve, Capital Reserve appropriations, General Fund Unassigned Fund Balance usage and the payoff of the 2019 $20,0000,000 debt instrument; and

WHEREAS, the Village Budget should be amended to amend the Fiscal Year 2021-2022 Capital Project Budget from $19,206,200 to $29,650,800 and increase the original budget of $10,448,600 to fund additional bicycle & pedestrian projects, utility extension projects, parks & recreation projects, and land purchases; and

WHEREAS, as provided in the Village Charter Section 8(6)(d), the following Appropriations and Transfers of unencumbered appropriations will be added to the 2021-2022 Budget.

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

Section 1. The Village Council Approves the First Amendment to the 2021-2022 Budget as follows:

Revenue: Increase from $15,181,963 to $23,664,170 to recognize $8,482,207 of additional funds from The American Rescue Plan Act.

Debt Retirement: $17,219,171 transfer from debt retirement reserve fund, general fund unassigned fund balance, and Capital Project Reserves to retire the debt on the Estero on the River Property.

Capital Project Expenditures: Increase from $19,206,200 to $29,650,800 an increase of $10,448,600 to add new projects to the Fiscal Year 2021-2022 budget.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of May, 2022.

Attest: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Esq., Interim Village Attorney

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2021-22

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2021-2022; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Estero, Lee County, Florida, held a public hearing as required by Florida Statute 200.065; and

WHEREAS, the Village of Estero, Lee County, Florida, set forth the appropriations and revenue estimate for the Budget for Fiscal Year 2021-2022 as follows:

Expenditures	
General Fund	$ 6,869,986
Special Revenue	1,322,630
Debt Service	1,375,829
Capital Projects	19,206,200
Total All Funds	$28,774,645

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

Section 1. The fiscal year 2021-2022 final budget is hereby adopted.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 22nd day of September, 2021. Time adopted 6:48 p.m.

Attest:

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: _____
Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Resolution No. 2022-10, Retirement of outstanding indebtedness, series 2019 Note.

Motion to Approve Resolution 2022-10, providing authority to pay off the 2019 series debt early, during fiscal year 2021-2022.

Background:

- $20,000,000 debt issued in January 2019 for the purchase of approximately 68 acres of land 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

Description:

The Village entered into a debt covenant in 2019 for $20 million to purchase of land on the northeast corner of US 41 and Corkscrew Road, on both sides of the Estero River. The payoff schedule dictated a 10-year payback period, with the final year requiring a principal payment of $12.4 million. Retiring this debt during fiscal year 2021-2022 will save the Village over $ 4 million in interest expense.

Action Requested:

Approve Resolution 2022-10, providing authority to pay off the 2019 series debt early, during fiscal year 2021-2022.

Process and Timeline:

After Council approval, Village staff will obtain a date certain payoff amount. It is staff's intention for this date to be June 1, 2022. Once a payoff is obtained, funds will be

transmitted to Capital Bank in person via check.

Financial Impact:

The payoff will require over $17 million in cash outlay. This funding will derive from the Debt Reserve balance, General Fund reserves and Capital Improvement reserves.

Prepared by: Chris Phillips

Attachments:

1. Resolution No. 2022-10
2. Estimated payoff from Capital Bank

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 -10

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AUTHORIZING AND DIRECTING THAT THE NOT TO EXCEED $20,000,000 TAXABLE REVENUE NOTE, SERIES 2019, WITH CAPITAL BANK, A DIVISION OF FIRST TENNESSEE BANK NATIONAL ASSOCIATION, SUCCEEDED BY FIRST HORIZON BANK, FOR THE PURPOSE OF FINANCING IN PART THE COST OF PURCHASING CERTAIN PARCELS OF LAND, BE PAID OFF IN FULL AND THE NOTE CANCELLED; AUTHORIZING AND DIRECTING THE MAYOR, VILLAGE MANAGER AND APPROPRIATE STAFF TO MAKE SAID PAYMENT AND TO EXECUTE ALL DOCUMENTS NECESSARY TO PAY OFF AND CANCEL THE INDEBTEDNESS; DETERMINING THAT THE PAYMENT IS AN OPTIONAL PREPAYMENT WITHOUT PREMIUM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 2019-01, on January 9, 2019, the Village of Estero, Florida borrowed $20,000,000 from Capital Bank, a Division of First Tennessee Bank National Association, for the purpose of financing in part the cost of purchasing certain parcels of land within the Village; and

WHEREAS, Capital Bank's successor in interest is First Horizon Bank, which now holds the Note;

WHEREAS, the Village now desires to pay off entirely the remaining indebtedness from legally available revenues (not proceeds of a refunding debt issuance from another lender); and

WHEREAS, the payment herein is a prepayment of the debt without a prepayment premium under the Loan Agreement and Note;

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

Section 1. The Village Council hereby authorizes and directs that the Not to Exceed $20,000,000 Taxable Revenue Note, Series 2019, with Capital Bank, a Division of First Tennessee Bank National Association, succeeded by First Horizon Bank, for the purpose of financing in part the cost of purchasing certain parcels of land, be paid off

in full and the Note cancelled; and authorizes the Mayor, Village Manager and appropriate staff to make said payment and to execute all documents necessary to pay off and cancel the indebtedness.

Section 2. The payment herein constitutes a prepayment in full of the Note under the Loan Agreement, Section 5.04 (Optional Prepayment) (ii) which provides that the Note shall, at the option of the Borrower, be subject to prepayment in whole or in part, at any time, from any legally available revenues of the Borrower (provided such legally available revenues do not constitute proceeds of a refunding debt issuance from a lending institution other than the Lender), at the prepayment price of par, plus accrued interest through the date of prepayment, without premium.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of May, 2022.

ATTEST: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Interim Village Attorney

FIRST HORIZON

COMMERCIAL LOAN PAYOFF STATEMENT

Date: 4/7/2022
Client Name: Village of Estero

Loan Account Number: 080305422
Effective Date: 4/6/2022

Estimated Payoff	$17,211,955.57
Payoff Quote Fee	
Total to Remit	$17,211,955.57

Principal	$16,919,830.00
Interest	$ 292,125.57
Prepayment Penalty Fee	$ 84,599.15
	$17,211,955.57

This amount is valid until the end of the business day. After that time a daily accrual amount of $ **1,884.68** will be added to the account balance until payment is received.

- **ANY FEES OR CHARGES INCURRED AFTER THIS PAYOFF IS QUOTED WILL BE THE RESPONSIBILITY OF THE CUSTOMER.**
- **PLEASE INCLUDE THIS STATEMENT WITH YOUR REMITTANCE.**

Payoff Quoted By: Cheri Hubbard

Upon full satisfaction of the indebtedness owed, we will release the deed of trust/mortgage in accordance with applicable law. You will not be sent a copy of the prepared or recorded lien release. If you are in need of that documentation, please contact the appropriate county.

These figures are subject to final verification upon receipt of funds by us. We reserve the right to adjust these figures and refuse any funds which are insufficient to pay the loan in full for any reason, including but not limited to error in calculation of payoff amount, inadvertent clerical errors, previously dishonored check or money order, additional fees or charges, or additional disbursements made by us between the date of this payoff statement and the receipt of funds.

Wire Transfer Instructions for Payments

Consumer and Commercial Payments
First Horizon Bank
ABA/Routing # 084000026
Credit Account GL #1130103913
For credit to: [Loan #]
In the name of: [Name on Loan]

Note: Wire Transfers must be sent to First Horizon Bank regardless of brand.

Please remit to:
Loan Operations
3451 Prescott Road
Memphis, TN 38118

Rev. 2020/12/2

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Resolution No. 2022-13 - Stoneybrook Sidewalk Easement

Motion to approve Resolution No. 2022-13.

Background:

The Village of Estero entered into an Interlocal Agreement with Lee County in June 2020 for Corkscrew Road Improvements. The agreement outlined that the Village of Estero will construct pathways, landscaping and street lighting improvements and the County will pay the Village the cost they would have incurred installing those improvements.

The Village's consultant, Johnson Engineering is working on the design and permitting for pathways, landscaping and street lighting along Corkscrew Road. The path is proposed to be constructed in easement on private property in several locations. The majority of these improvements will be constructed after the County finishes the ongoing widening project. However, the Village, County and County's contractor are looking for opportunities to expedite portions of the project where it will not slow the widening project.

Description:

Construction timing for the County's widening project, has provided an opportunity to construct a portion of the pathway now, instead of waiting until the road widening is complete. The contractor will be grading the road shoulder and ditch on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to Stoneybrook Golf Drive. A location map is attached.

The Village's consultant was also able to complete the pathway design in this location. The 10-ft path along the Stoneybrook Golf Drive turn lane is not able to be built at this time due to the existing power poles. The poles may need to be removed to install the path and adequate landscaping to buffer Stoneybrook. The proposed pathway alignment generally follows the previously reviewed concept, with the addition of several curves to improve the path and avoid power poles. The pathway locations, concept plans and construction plans have been attached.

Portions of the proposed path are located on property owner by Stoneybrook Community Development District CDD) and TAQ, LCC. This agenda item is regarding the Stoneybrook CDD owned property.

The Village has worked with Stoneybrook (property owners) to obtain sidewalk easements to construct the proposed sidewalks.

Action Requested:

Approve Resolution No. 2022-13.

Process and Timeline:

The Village of Estero Staff will execute and record the easements within 30-days of Council approval.

Financial Impact:

There are minor costs associated with recording the easements.

Prepared by: David Willems, P.E.

Attachments:

1. Resolution No. 2022-13
2. Stoneybrook Easement
3. Location Map
4. Pathway Concept Plans
5. Pathway Construction Plans

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 -13

A RESOLUTION APPROVING AND ACCEPTING A SIDEWALK EASEMENT FROM STONEYBROOK COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Village of Estero, provides that the Village Council shall have the broadest exercise of home rule powers permitted under the state Constitution and the laws of the state; and

WHEREAS, the Village therefore has the power to approve and accept conveyances of interests in land, including easements; and

WHEREAS, Stoneybrook Community Development District, a local governmental entity is conveying a Sidewalk Easement to the Village, a public purpose for both Grantor and Grantee;

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

Section 1. The Village Council hereby approves and accepts a Sidewalk Easement from Stoneybrook Community Development District; a copy of which is attached hereto and incorporated herein as Attachment A.

Section 2. The Village Manager is hereby authorized to execute the Easement on behalf of the Village and to attend to the recording of the Easement.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of May, 2022.

ATTEST:	**VILLAGE OF ESTERO, FLORIDA**
By: _____	By: _____
Carol Sacco, Village Clerk	Katy Errington, Mayor

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Interim Village Attorney

THIS INSTRUMENT PREPARED BY:

Project Name:_____
D.O. #:_____
STRAP #: _____

This Space For Recording

SIDEWALK EASEMENT

This Grant of Sidewalk Easement ("Easement") is made by and between the Stoneybrook Community Development District, a community development district established pursuant to Chapter 190, Florida Statutes, whose address is 2300 Glade Road STE 410 W, Boca Raton, FL 33431 (Grantor) and Village of Estero, a political subdivision of the State of Florida with a mailing address of 9401 Corkscrew Palms Circle, Estero FL 33928 (Village).

1. In consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledge, Grantor grants to Village, its successors and assigns, a non-exclusive sidewalk easement over and across that portion of Grantor's property legally described in attached Exhibit "A" and Exhibit "B", the "Easement Area".

2. Village has the right, but not obligation, to construct a public sidewalk and appurtenant drainage within the Easement Area in accordance with appropriate permits issued for construction and maintenance. Once the sidewalk facility and appurtenant drainage (hereinafter the "Sidewalk") are constructed, Village has the obligation to maintain the Sidewalk in a good and safe condition, fully compliant with all applicable development orders, permits, governmental approvals, laws, codes, ordinance, rules and regulations.

3. Village has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the Easement Area in order to install and maintain a Sidewalk.

4. This Easement does not limit the construction of the sidewalk to a particular type, style, material or design. The Village will consult with the Grantor prior to the completion of the plans and specification for the Sidewalk and prior to the commencement of construction of the Sidewalk.

5. Grantor may use the Easement Area for landscaping (except trees), walkway, drainage or similar uses, provided no structures that interfere with the use of the Sidewalk are constructed within the Easement Area.

6. Title to Sidewalk facilities constructed within the Easement Area will be vested in the Village.

7. The Village will be responsible for maintenance of all Sidewalk facilities and improvements located in the Easement Area, except any facilities or improvements installed by others.

8. To the extent permitted by law and without waiver of the right of the Village to claim immunity under §768.28, Florida Statutes, and without extending or altering the Village's liability beyond the limits established in §768.28, Florida Statutes, the Village hereby agrees to indemnify and hold harmless the Grantor from any losses, damages or awards arising out of personal injury or death or property damage resulting solely from the placement, replacement or maintenance of the Sidewalk and other facilities and improvements constructed or placed by Village which are the Village's responsibility pursuant to and as contemplated by this sidewalk easement. The Grantor agrees to provide notice of any claim against Grantor sought to be indemnified against the Village via certified mail within 30 days of Grantor obtaining knowledge of such claim. When requested by the Grantor, the Village hereby agrees to defend such claims on behalf of the Grantor. If such defense is undertaken, the Grantor must consent to the representation of Village and Grantor by the attorney chosen by the Village. The Village may undertake to settle any such claims imposing liability on the Grantor only upon terms and conditions specifically acceptable to the Grantor. This provision is not intended to waive any right or claim of sovereign immunity held by the Grantor or Village pursuant to Florida law, including but not limited to §768.28, Florida Statutes.

9. Grantor warrants that Grantor is in lawful possession of the property described in **Exhibit "A"**, subject to other easements of record and excluding other easements of record, free of liens and other encumbrances. Grantor further warrants that it has the authority to convey this sidewalk easement.

10. This sidewalk easement runs with the land and is binding on Grantor and Village's successors and assigns.

Dated: _____

STONEYBROOK COMMUNITY DEVELOMENT DISTRICT

_____
[1st Witness Signature]

BY: _____
[Signature]

_____
[Type or Print Name]

_____
[Type or Print Name]

_____
[Corporate title]

_____
[2nd Witness' Signature]

_____
[Type or Print Name]

COUNTY OF _____
STATE OF FLORIDA

The foregoing instrument was acknowledged before me in person this ___ day of _____, 20____, by _____, the _____ of the Stoneybrook Community Development District, on behalf of the district. He/she is personally known to me of has produced_____ as identification.
[Type of Identification]

_____
[Signature of Notary]

_____
[Typed or printed Name]

Stamp or Seal

Approved and accepted for and on behalf of the Village of Estero, Florida, this _____ day of

_____, 20____.

FOR VILLAGE OF ESTERO, FLORIDA

By: _____

Print: _____
Village Manager

Approved as to Form and Legal Sufficiency

By: _____

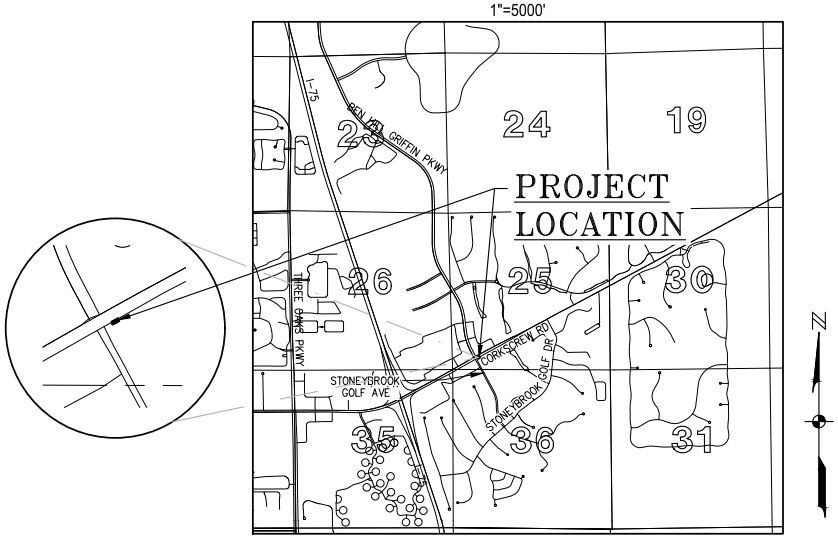
Print: _____
Office of the Village Attorney

SKETCH AND DESCRIPTION

CORKSCREW ROAD
PATH EASEMENT 1

A PARCEL OF LAND LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

VICINITY MAP
1"=5000'



\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement1 S&D.dwg (S1) RGD Apr 27, 2022 - 7:32am

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE N FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD, WHEREIN SAID SOUTHERLY RIGHT-OF-WAY BEARS N.61°46'32"E.
4. PARCEL CONTAINS 491 SQUARE FEET, MORE OR LESS.
5. P.O.C. = POINT OF COMMENCEMENT
6. P.O.B. = POINT OF BEGINNING
7. ORB = OFFICIAL RECORDS BOOK
8. ORI = OFFICIAL RECORDS INSTRUMENT
9. PB = PLAT BOOK
10. CCMB = COUNTY COMMISSION MINUTES BOOK
11. PG = PAGE
12. (P) = PLAT
13. ROW,R/W = RIGHT-OF-WAY
14. SRE = SLOPE RESTORATION EASEMENT
15. SQ. FT. = SQUARE FEET
16. N: = NORTHING
17. E: = EASTING
18. ℄ = CENTERLINE
19. NOT VALID WITHOUT SHEETS 1 THROUGH 2 OF 2.

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229

DATE SIGNED: 04/27/2022

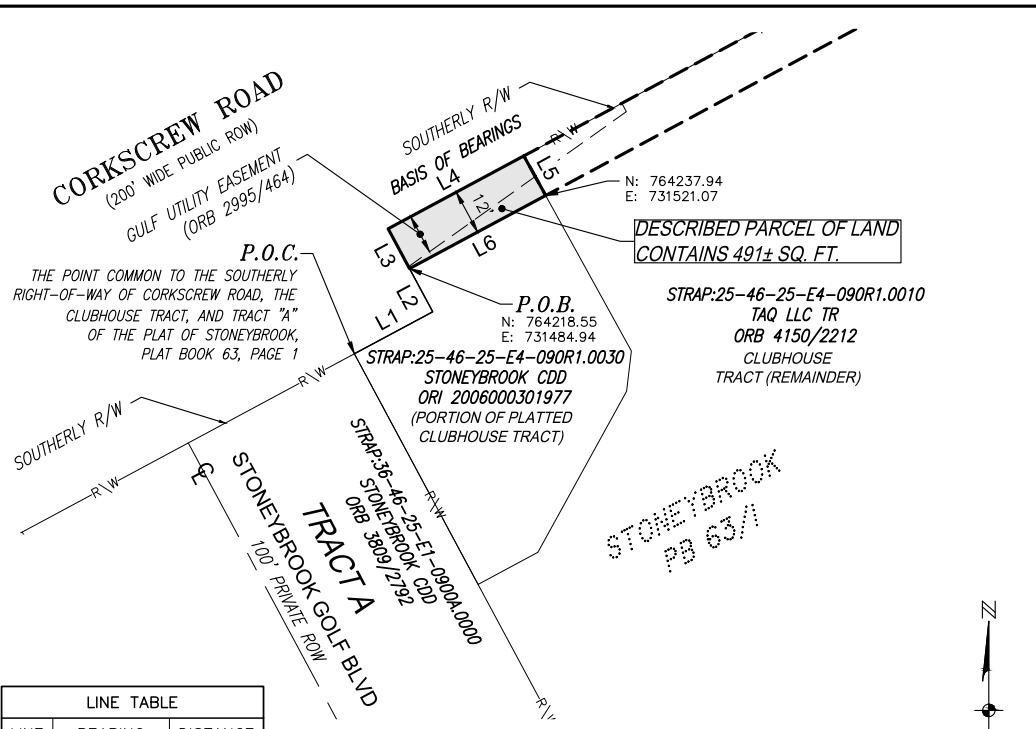
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
PATH EASEMENT 1
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/2021	20192030-000	25-46-25	AS SHOWN	1 OF 2



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°47'15"E	23.60'
L2	N28°13'32"W	13.00'
L3	N28°13'32"W	12.00'
L4	N61°46'32"E	40.87'
L5	S28°50'53"E	12.00'
L6	S61°46'32"W	41.00'

DESCRIPTION

PATH EASEMENT 1
A PORTION OF CLUBHOUSE TRACT, STONEYBROOK
LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING A PORTION OF CLUBHOUSE TRACT, ACCORDING TO THE PLAT OF STONEYBROOK, AS RECORDED IN PLAT BOOK 63, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT COMMON TO THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD (200 FEET WIDE), THE CLUBHOUSE TRACT AND TRACT "A" OF THE AFOREMENTIONED PLAT OF STONEYBROOK; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR THE FOLLOWING FOUR (4) COURSES:

1. N61°47'15"E, A DISTANCE OF 23.60 FEET;
2. N28°13'32"W, A DISTANCE OF 13.00 FEET TO THE **POINT OF BEGINNING**;
3. N28°13'32"W, A DISTANCE OF 12.00 FEET;
4. N61°46'32"E, A DISTANCE OF 40.87 FEET TO THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2006000301977 OF THE AFOREMENTIONED PUBLIC RECORDS OF LEE COUNTY;

THENCE S28°50'53"E, ON SAID EASTERLY BOUNDARY, A DISTANCE OF 12.00 FEET TO A LINE LYING 12.00 FEET SOUTH OF AND PARALLEL WITH THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY; THENCE S61°46'32"W, ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 41.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 491 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

THIS IS NOT A SURVEY.

\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement1 S&D.dwg (S2) RGD Apr 27, 2022 - 7:32am

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
PATH EASEMENT 1
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

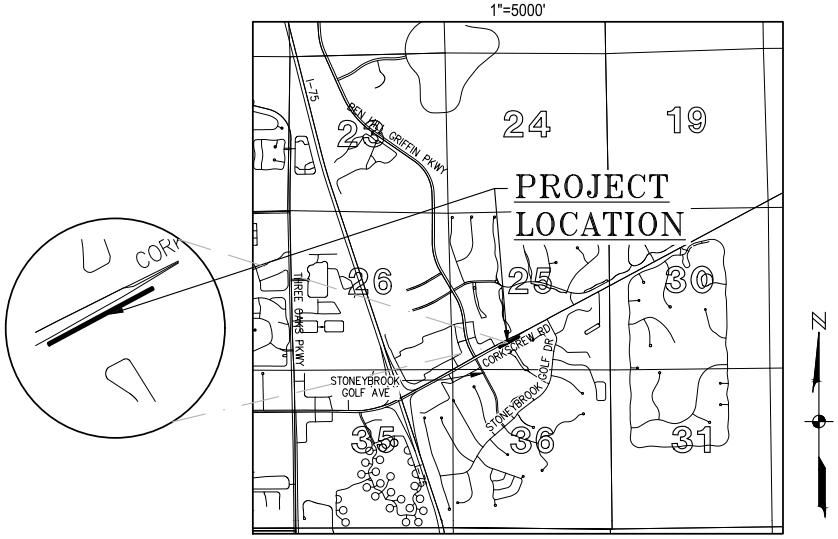
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/21	20192030-000	25-46-25	1"=40'	2 OF 2

SKETCH AND DESCRIPTION

CORKSCREW ROAD
PATH EASEMENT 3

A PARCEL OF LAND LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

VICINITY MAP
1"=5000'



\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement3 S&D.dwg (S1) RGD Apr 27, 2022 - 7:36am

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE N FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD, WHEREIN SAID SOUTHERLY RIGHT-OF-WAY BEARS N.61°46'32"E.
4. PARCEL CONTAINS 8,718 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.
5. P.O.B. = POINT OF BEGINNING
6. ORB = OFFICIAL RECORDS BOOK
7. ORI = OFFICIAL RECORDS INSTRUMENT
8. PB = PLAT BOOK
9. CCMB = COUNTY COMMISSION MINUTES BOOK
10. PG = PAGE
11. (P) = PLAT
12. ROW, R/W = RIGHT-OF-WAY
13. SRE = SLOPE RESTORATION EASEMENT
14. SQ. FT. = SQUARE FEET
15. N: = NORTHING
16. E: = EASTING
17. ℄ = CENTERLINE
18. DESCRIPTION ON SHEET 3.
19. NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229

DATE SIGNED: 04/27/2022

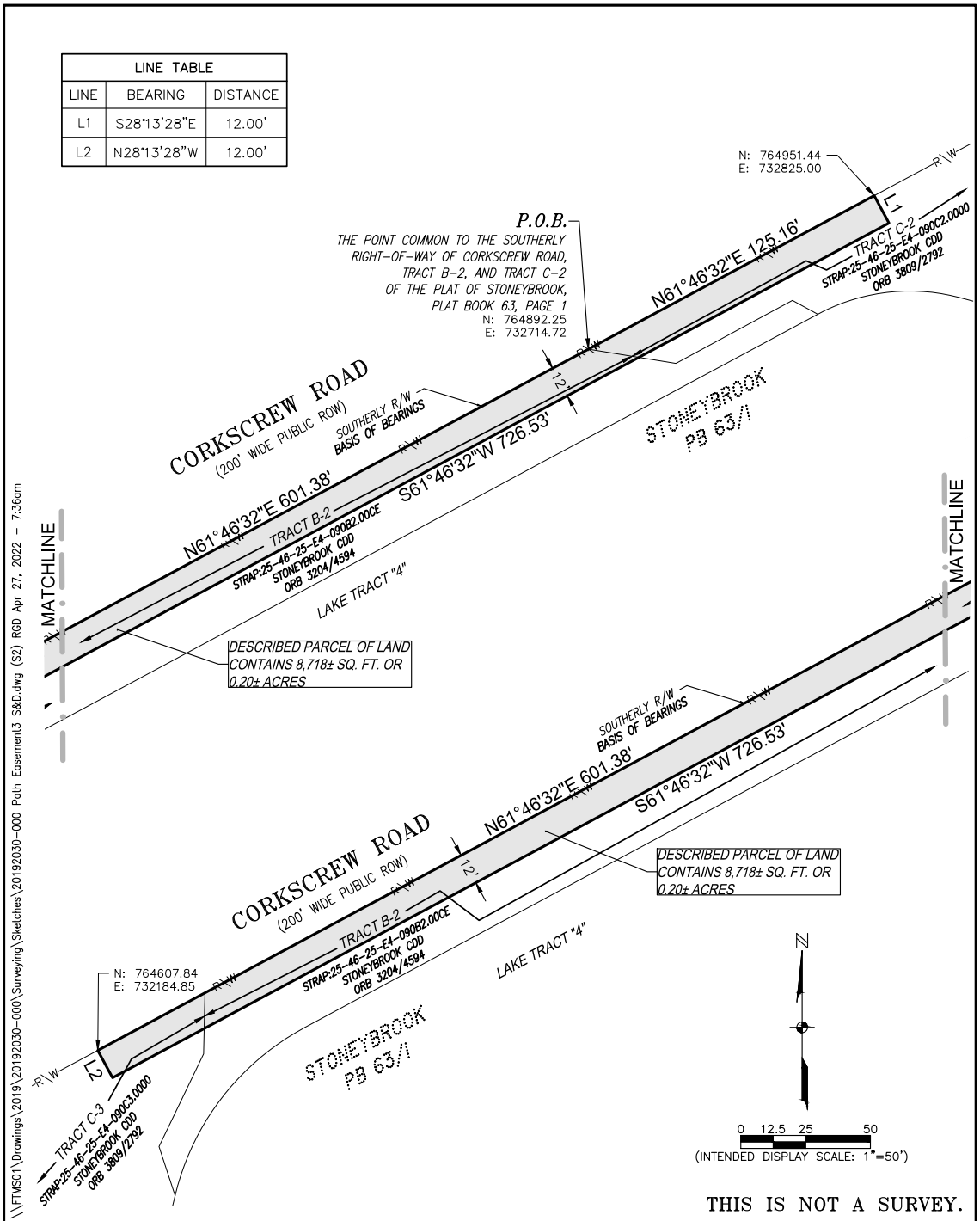
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
PATH EASEMENT 3
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/2021	20192030-000	25-46-25	AS SHOWN	1 OF 3



\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement3 S&D.dwg (S2) RGD Apr 27, 2022 - 7:36am

JOHNSON ENGINEERING

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E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
PATH EASEMENT 3
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/21	20192030-000	25-46-25	1"=50'	2 OF 3

DESCRIPTION

PATH EASEMENT 3
A PORTION OF TRACTS B–2, C–2, AND C–3, STONEYBROOK
LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING A PORTION OF TRACTS B–2, C–2, AND C–3, ACCORDING TO THE PLAT OF STONEYBROOK, AS RECORDED IN PLAT BOOK 63, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE POINT COMMON TO THE SOUTHERLY RIGHT–OF–WAY OF CORKSCREW ROAD (200 FEET WIDE), TRACT B–2, AND TRACT C–2 OF THE AFOREMENTIONED PLAT OF STONEYBROOK; THENCE ALONG SAID SOUTHERLY RIGHT–OF–WAY, N61°46'32"E, A DISTANCE OF 125.16 FEET; THENCE S28°13'28"E, A DISTANCE OF 12.00 FEET TO A LINE LYING 12.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT–OF–WAY; THENCE S61°46'32"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 726.53 FEET; THENCE N28°13'28"W, A DISTANCE OF 12.00 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT–OF–WAY; THENCE N61°46'32"E, ALONG SAID SAID SOUTHERLY RIGHT–OF–WAY, A DISTANCE OF 601.38 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 8,718 SQUARE FEET OR 0.20 ACRES, MORE OR LESS.

\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement3 S&D.dwg (S3) RGD Apr 27, 2022 - 7:36am

THIS IS NOT A SURVEY.

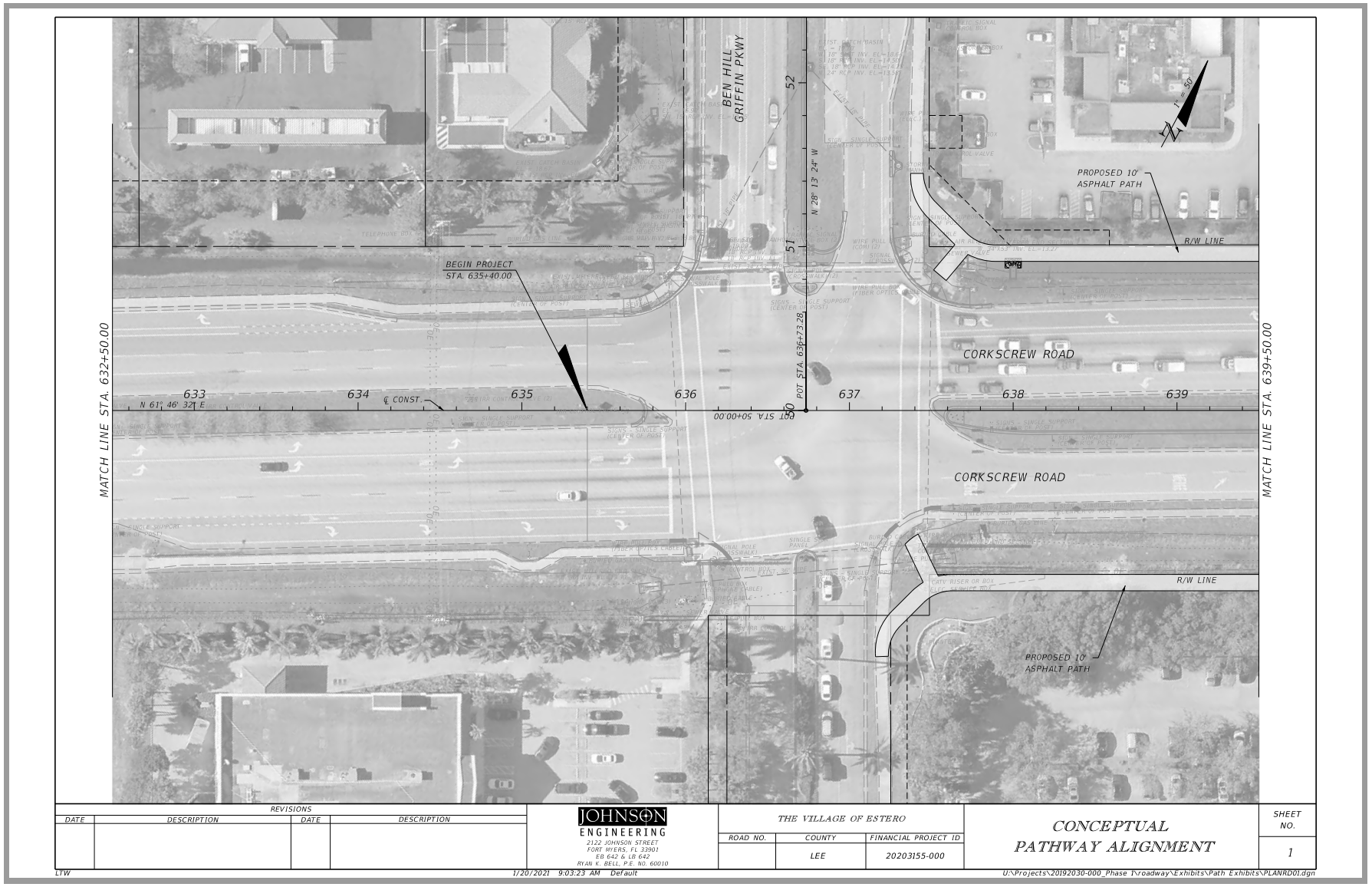
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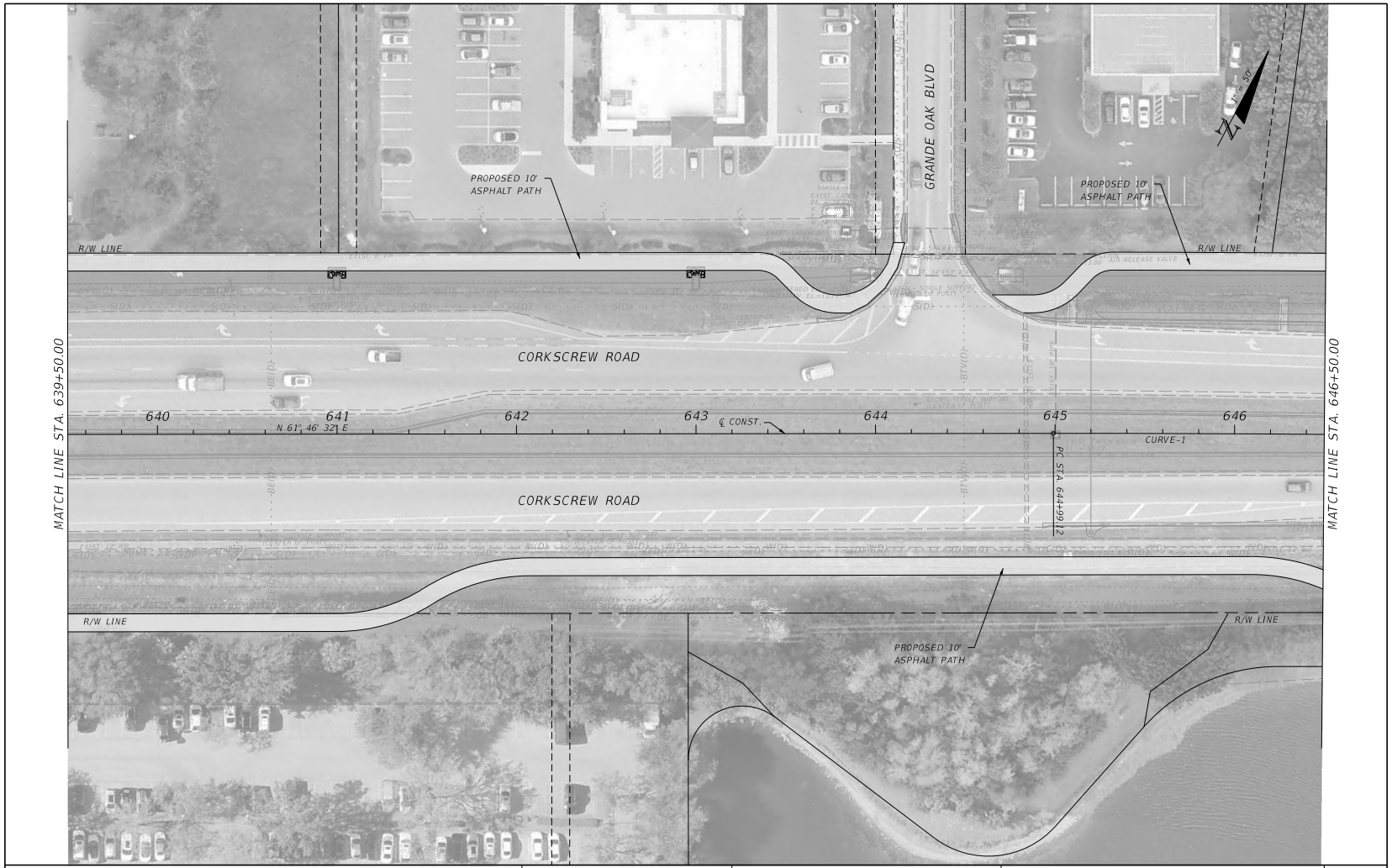
JOHNSON ENGINEERING, INC.
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SKETCH AND DESCRIPTION
PATH EASEMENT 3
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/21	20192030–000	25–46–25		3 OF 3


Corkscrew Road Stoneybrook Path Location
Griffin Pkwy
Ben Hill Griffin Pkwy
Corkscrew Rd
Corkscrew Rd
850
Waymouth Run
Lancaster Run
Lancaster Run
Stoneybrook Golf Blvd
850
Google Earth
N
700 ft


BEN HILL GRIFFIN PKWY
52
51
N 28° 13' 24" W
PROPOSED 10' ASPHALT PATH
R/W LINE
BEGIN PROJECT
STA. 635+40.00
CORKSCREW ROAD
633
634
635
636
637
638
639
N 61° 46' 32" E
℄ CONST.
POT STA 636+73.28
POT STA 50+00.00
MATCH LINE STA. 632+50.00
MATCH LINE STA. 639+50.00
CORKSCREW ROAD
R/W LINE
PROPOSED 10' ASPHALT PATH
1" = 50'
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
THE VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
CONCEPTUAL PATHWAY ALIGNMENT
SHEET NO.
1
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

THE VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CONCEPTUAL PATHWAY ALIGNMENT

SHEET NO. 2

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2122 JOHNSON STREET
FORT MYERS, FL 33901
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RYAN K. BELL, P.E. NO. 60010

THE VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CONCEPTUAL PATHWAY ALIGNMENT

SHEET NO. 3

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2122 JOHNSON STREET
FORT MYERS, FL 33901
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RYAN K. BELL, P.E. NO. 60010

THE VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CONCEPTUAL PATHWAY ALIGNMENT

SHEET NO. 4

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REVISIONS			
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2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

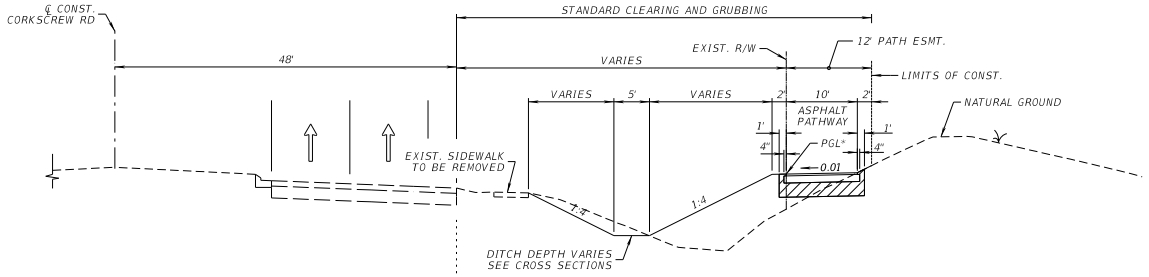
THE VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

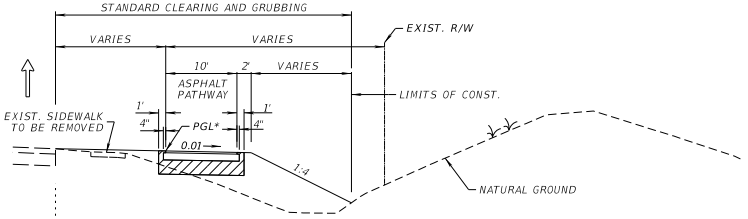
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SHEET NO. 5

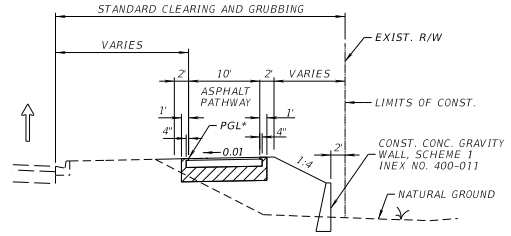
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TYPICAL SECTION
CORKSCREW ROAD
STA. 638+00.00 TO STA. 641+50.00
STA. 646+50.00 TO STA. 652+20.00



STA. 641+50.00 TO STA. 646+50.00



STA. 653+50.00 TO STA. 656+00.00

10' ASPHALT PATHWAY

OPTIONAL BASE GROUP 4 WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B) (1.5")
TYPE B STABILIZATION (LBR 40) (12")

* *PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.*

** *SLOPE VARIES (1:4 MAX.) – SEE CROSS SECTIONS*

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

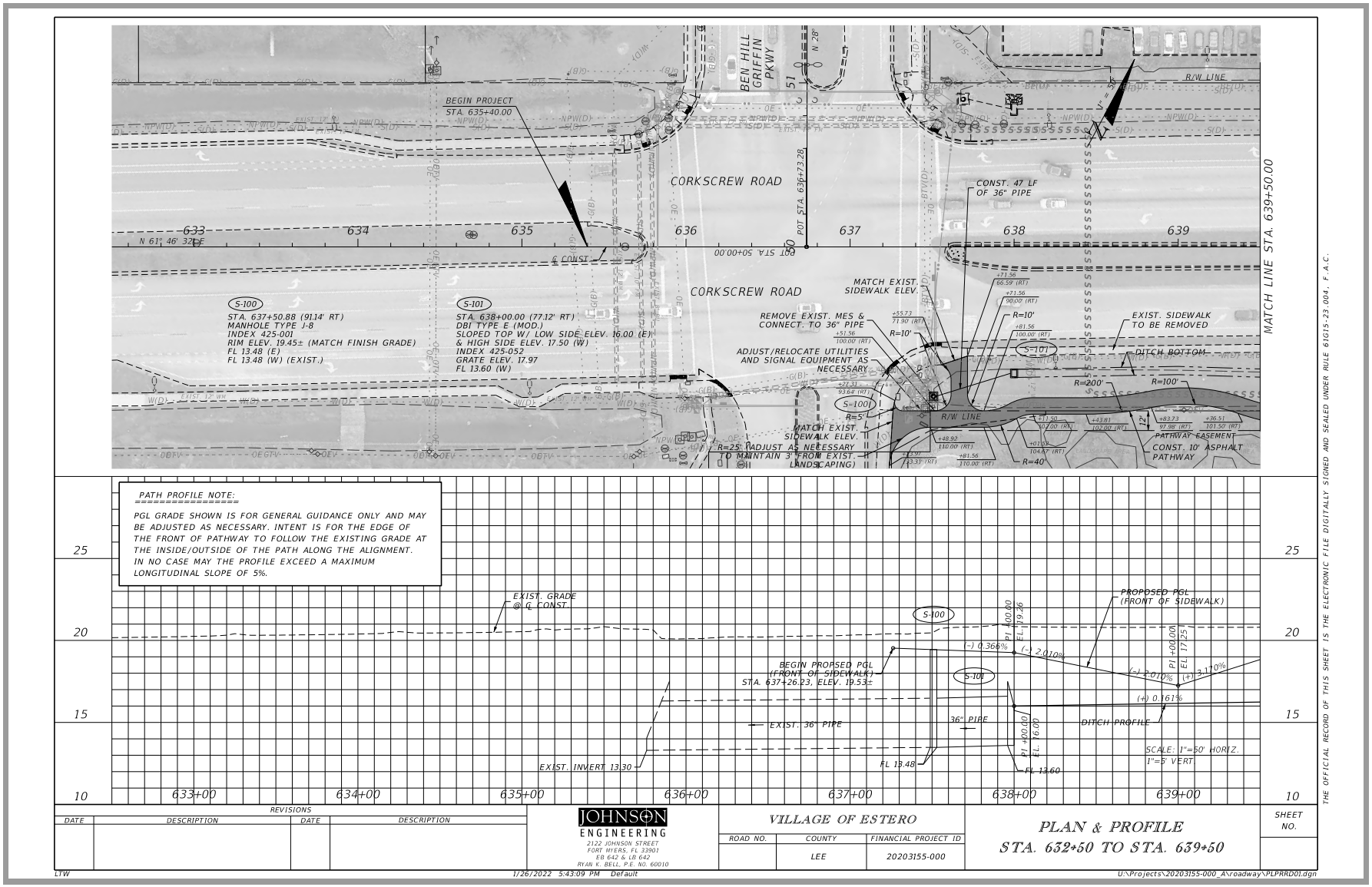
VILLAGE OF ESTERO

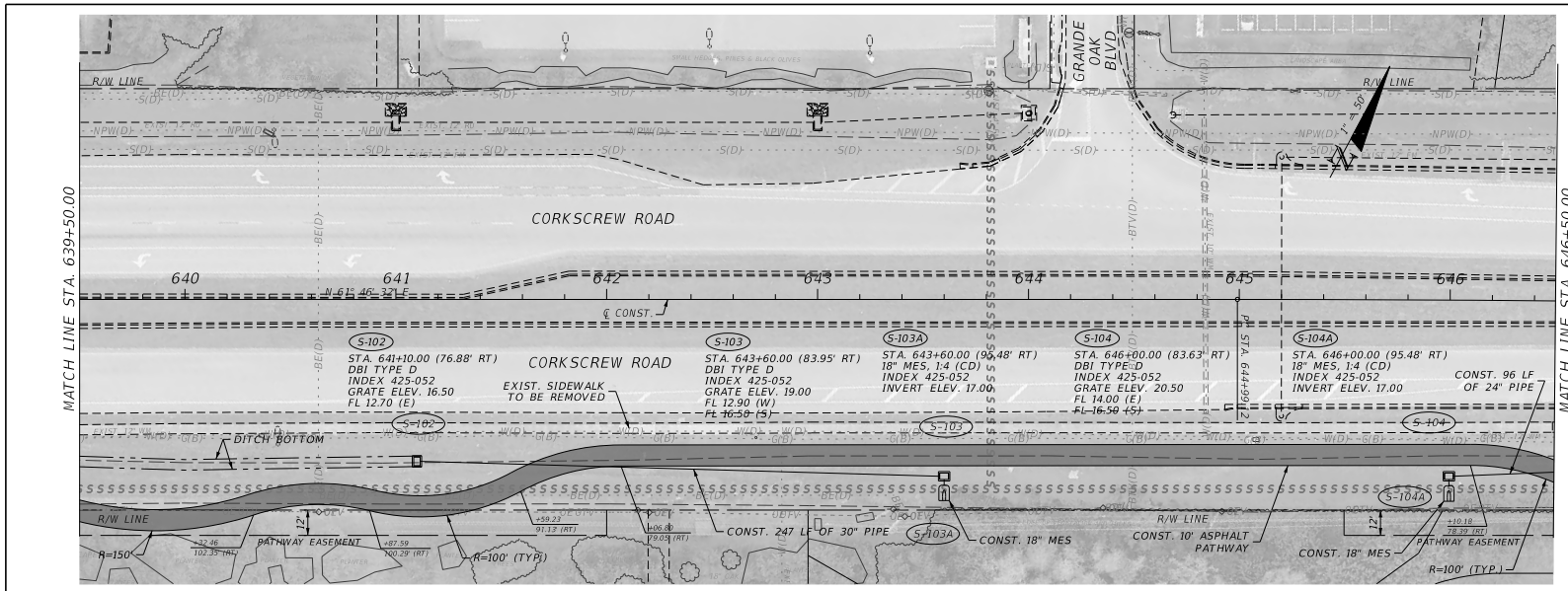
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

TYPICAL SECTION (RT)

SHEET NO. 5

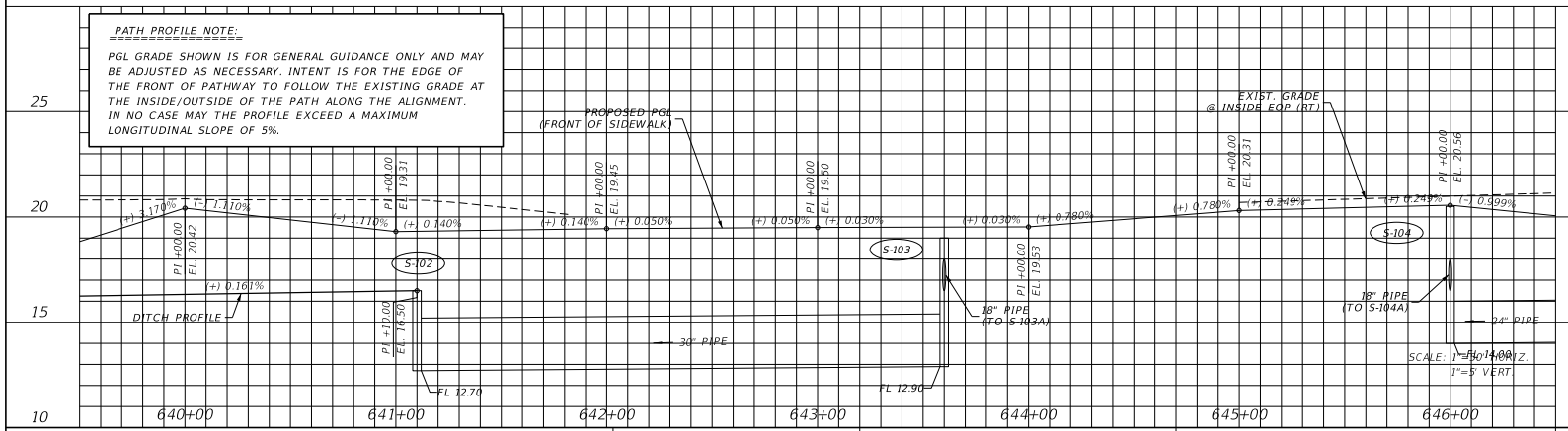
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BEGIN PROJECT
STA. 635+40.00
BEN HILL GRIFFIN PKWY
CORKSCREW ROAD
CONST. 47 LF OF 36" PIPE
MATCH LINE STA. 639+50.00
633
634
635
636
637
638
639
N 61° 46' 32" E
℄ CONST
POT STA 636+73.28
POT STA 50+00.00
MATCH EXIST. SIDEWALK ELEV.
EXIST. SIDEWALK TO BE REMOVED
DITCH BOTTOM
R/W LINE
PATHWAY EASEMENT
CONST. 10' ASPHALT PATHWAY
S-100
STA. 637+50.88 (91.14' RT)
MANHOLE TYPE J-8
INDEX 425-001
RIM ELEV. 19.45± (MATCH FINISH GRADE)
FL 13.48 (E)
FL 13.48 (W) (EXIST.)
S-101
STA. 638+00.00 (77.12' RT)
DBI TYPE E (MOD.)
SLOPED TOP W/ LOW SIDE ELEV. 16.00 (E)
& HIGH SIDE ELEV. 17.50 (W)
INDEX 425-052
GRATE ELEV. 17.97
FL 13.60 (W)
REMOVE EXIST. MES & CONNECT. TO 36" PIPE
ADJUST/RELOCATE UTILITIES AND SIGNAL EQUIPMENT AS NECESSARY
R=10'
R=5'
R=200'
R=100'
R=40'
R=25' ADJUST AS NECESSARY TO MAINTAIN 3' FROM EXIST. LANDSCAPING
PATH PROFILE NOTE:
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EXIST. GRADE @ ℄ CONST.
PROPOSED PGL (FRONT OF SIDEWALK)
BEGIN PROPSED PGL (FRONT OF SIDEWALK) STA. 637+26.23, ELEV. 19.53±
EXIST. 36" PIPE
36" PIPE
EXIST. INVERT 13.30
FL 13.48
FL 13.60
DITCH PROFILE
(-) 0.366%
(-) 2.010%
(-) 3.010%
(+) 3.170%
(+) 0.161%
PI +00.00 EL. 19.26
PI +00.00 EL. 17.25
PI +00.00 EL. 16.00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
633+00
634+00
635+00
636+00
637+00
638+00
639+00
25
20
15
10
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 632+50 TO STA. 639+50
SHEET NO.
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PATH PROFILE NOTE:

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 32901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

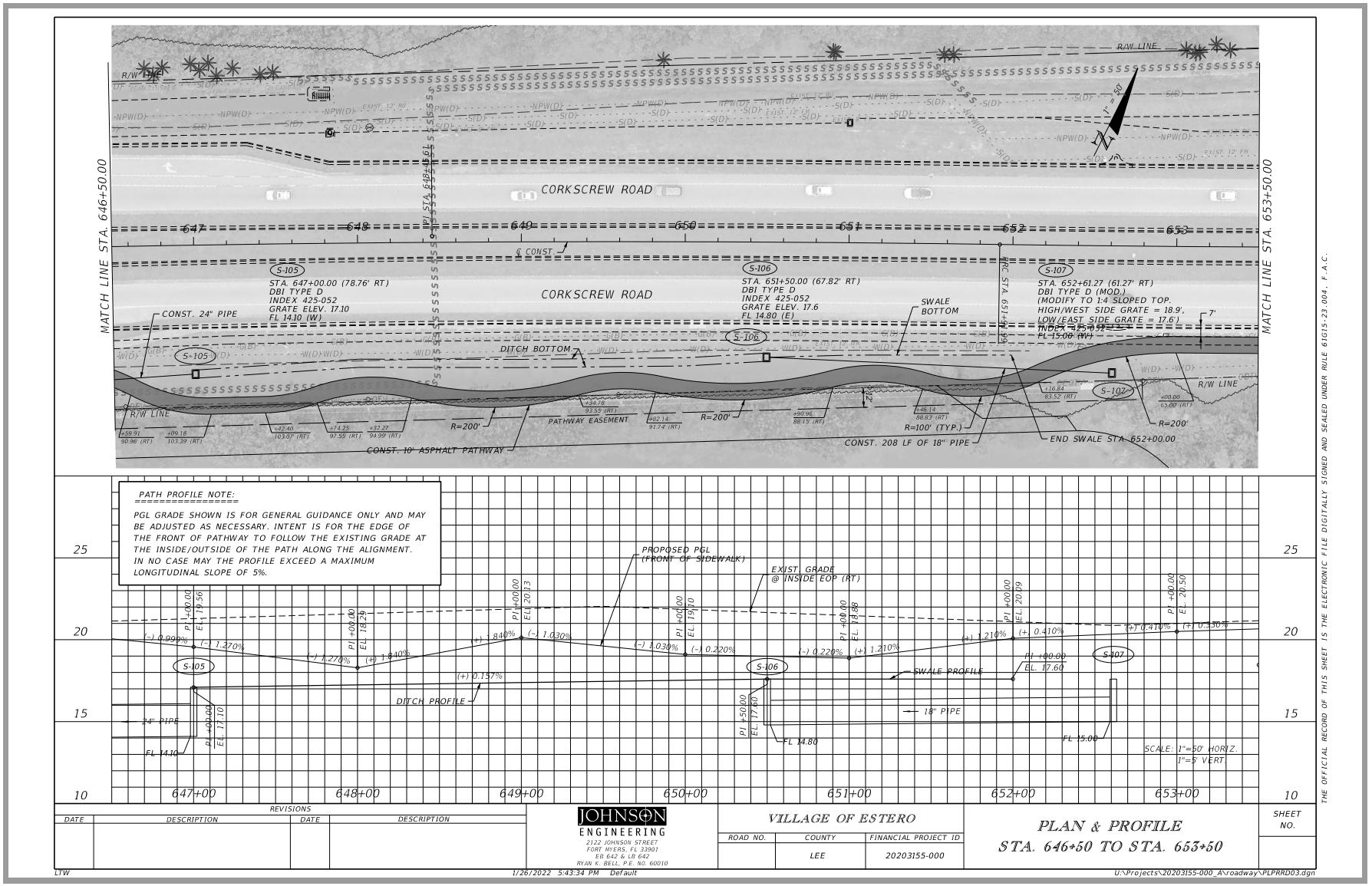
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

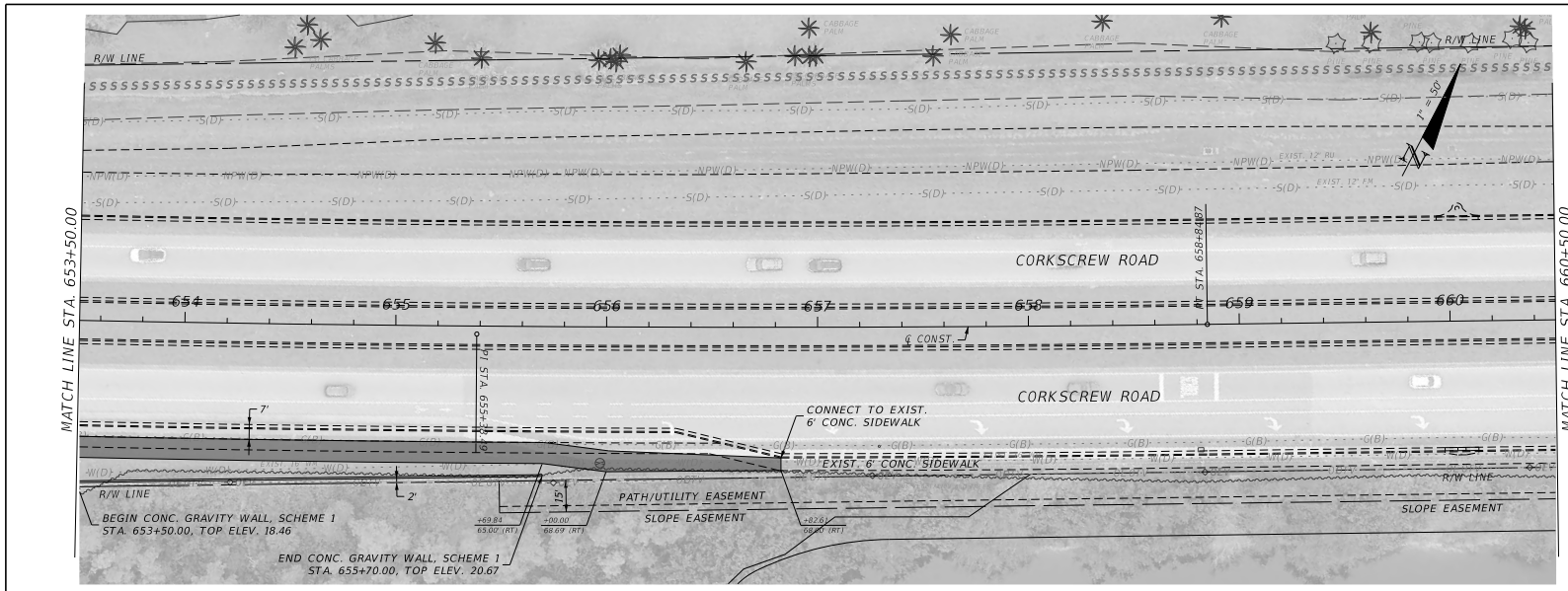
PLAN & PROFILE
STA. 639+50 TO STA. 646+50

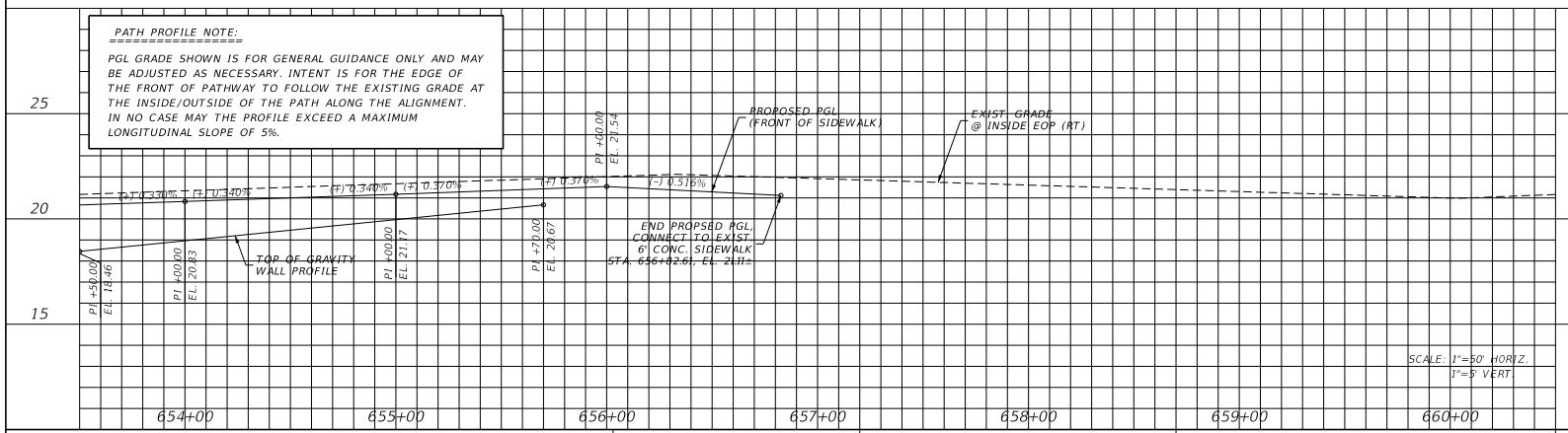
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MATCH LINE STA. 646+50.00
MATCH LINE STA. 653+50.00
R/W LINE
CORKSCREW ROAD
647
648
649
650
651
652
653
℄ CONST
S-105
STA. 647+00.00 (78.76' RT)
DBI TYPE D
INDEX 425-052
GRATE ELEV. 17.10
FL 14.10 (W)
CONST. 24" PIPE
S-106
STA. 651+50.00 (67.82' RT)
DBI TYPE D
INDEX 425-052
GRATE ELEV. 17.6
FL 14.80 (E)
DITCH BOTTOM
SWALE BOTTOM
S-107
STA. 652+61.27 (61.27' RT)
DBI TYPE D (MOD.)
(MODIFY TO 1:4 SLOPED TOP.
HIGH/WEST SIDE GRATE = 18.9',
LOW/EAST SIDE GRATE = 17.6')
INDEX 425-052
FL 15.00 (W)
7'
R=200'
PATHWAY EASEMENT
R=100' (TYP.)
CONST. 10' ASPHALT PATHWAY
CONST. 208 LF OF 18" PIPE
END SWALE STA. 652+00.00
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
PROPOSED PGL (FRONT OF SIDEWALK)
EXIST. GRADE @ INSIDE EOP (RT)
SWALE PROFILE
DITCH PROFILE
18" PIPE
24" PIPE
FL 14.10
FL 14.80
FL 15.00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
25
20
15
10
647+00
648+00
649+00
650+00
651+00
652+00
653+00
REVISIONS
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 646+50 TO STA. 653+50
SHEET NO.
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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

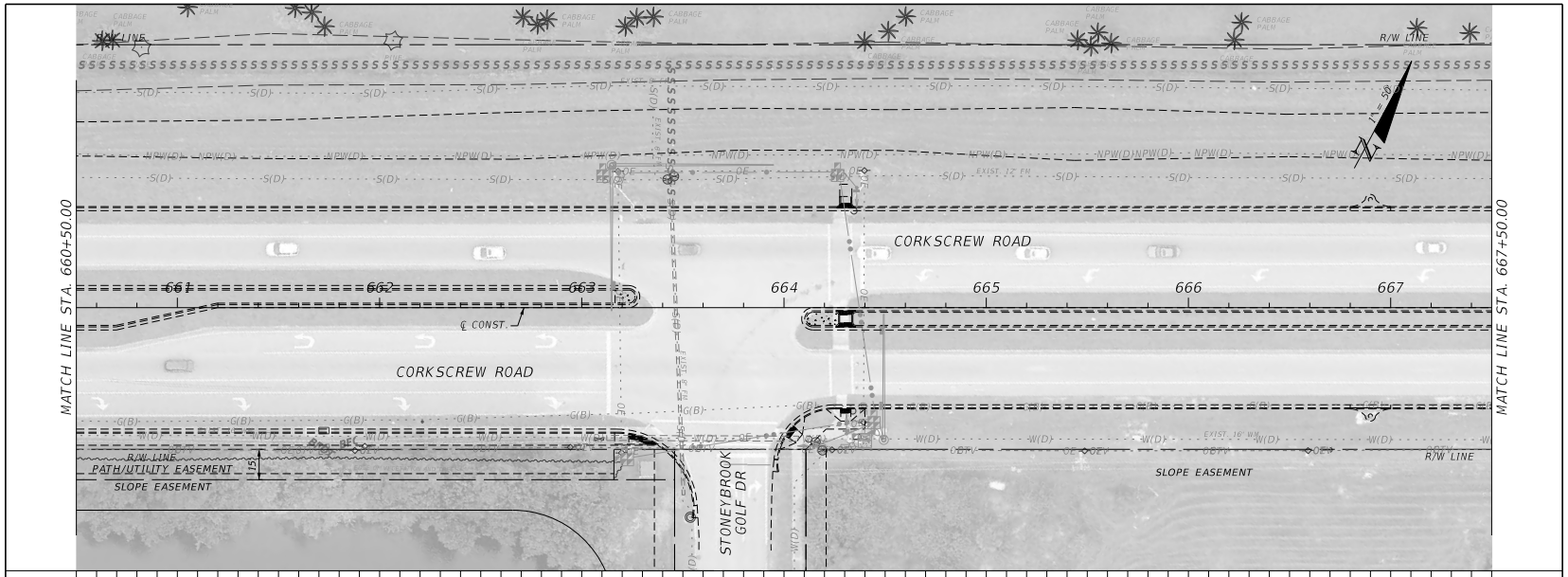
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN & PROFILE
STA. 653+50 TO STA. 660+50

SHEET NO.

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PATH PROFILE NOTE:

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SCALE: 1"=50' HORIZ.
1"=5' VERT.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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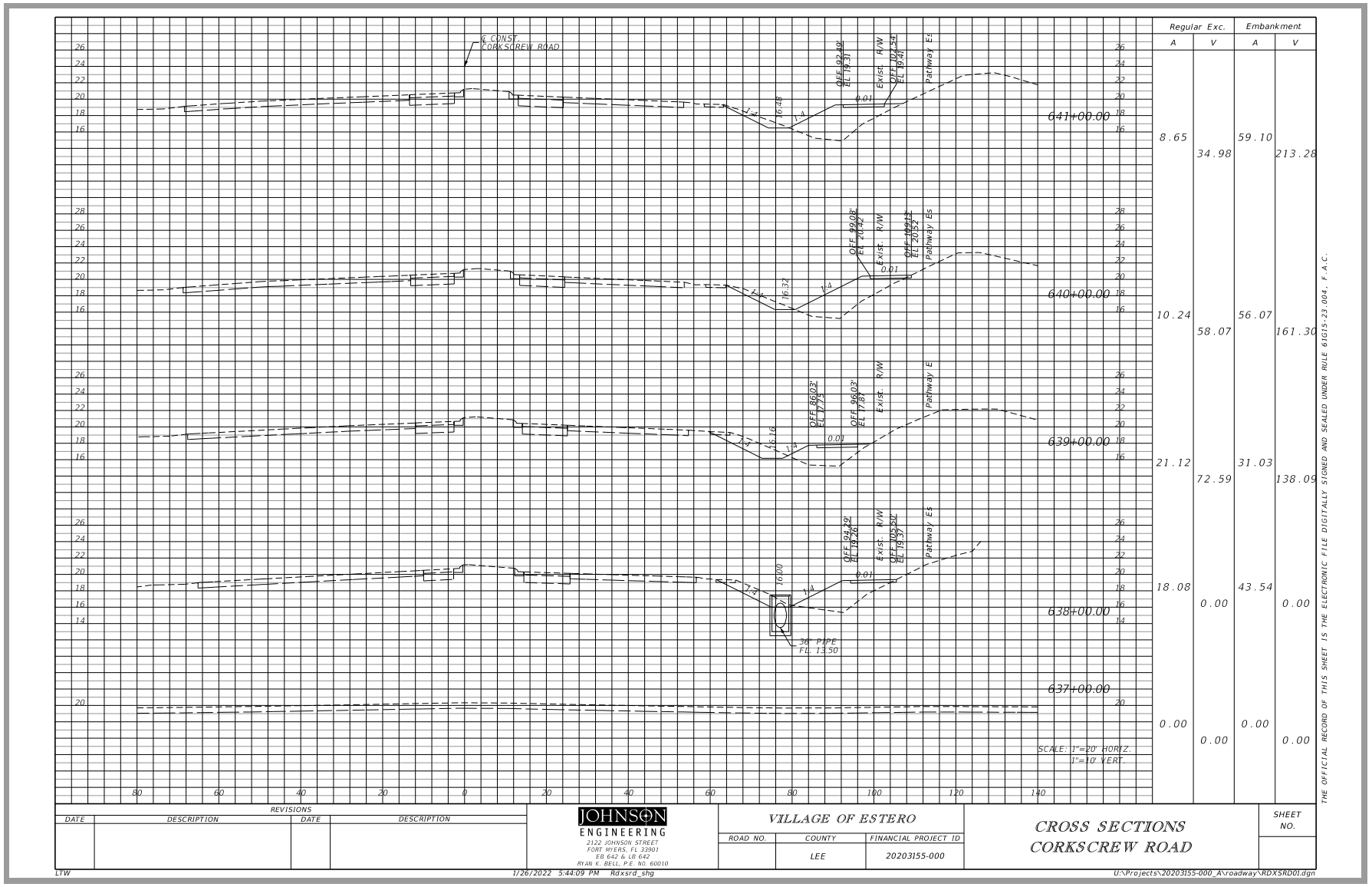
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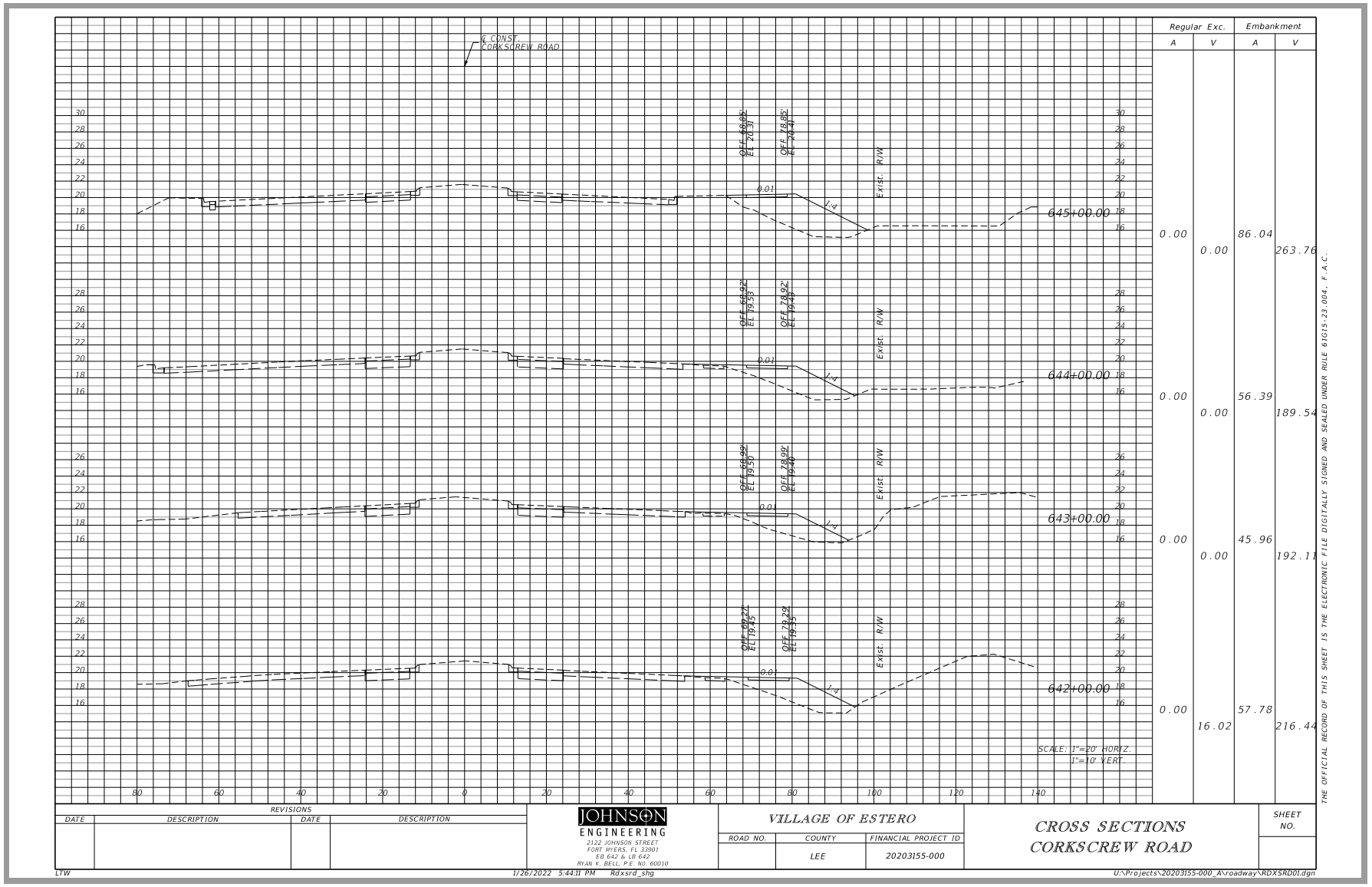
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

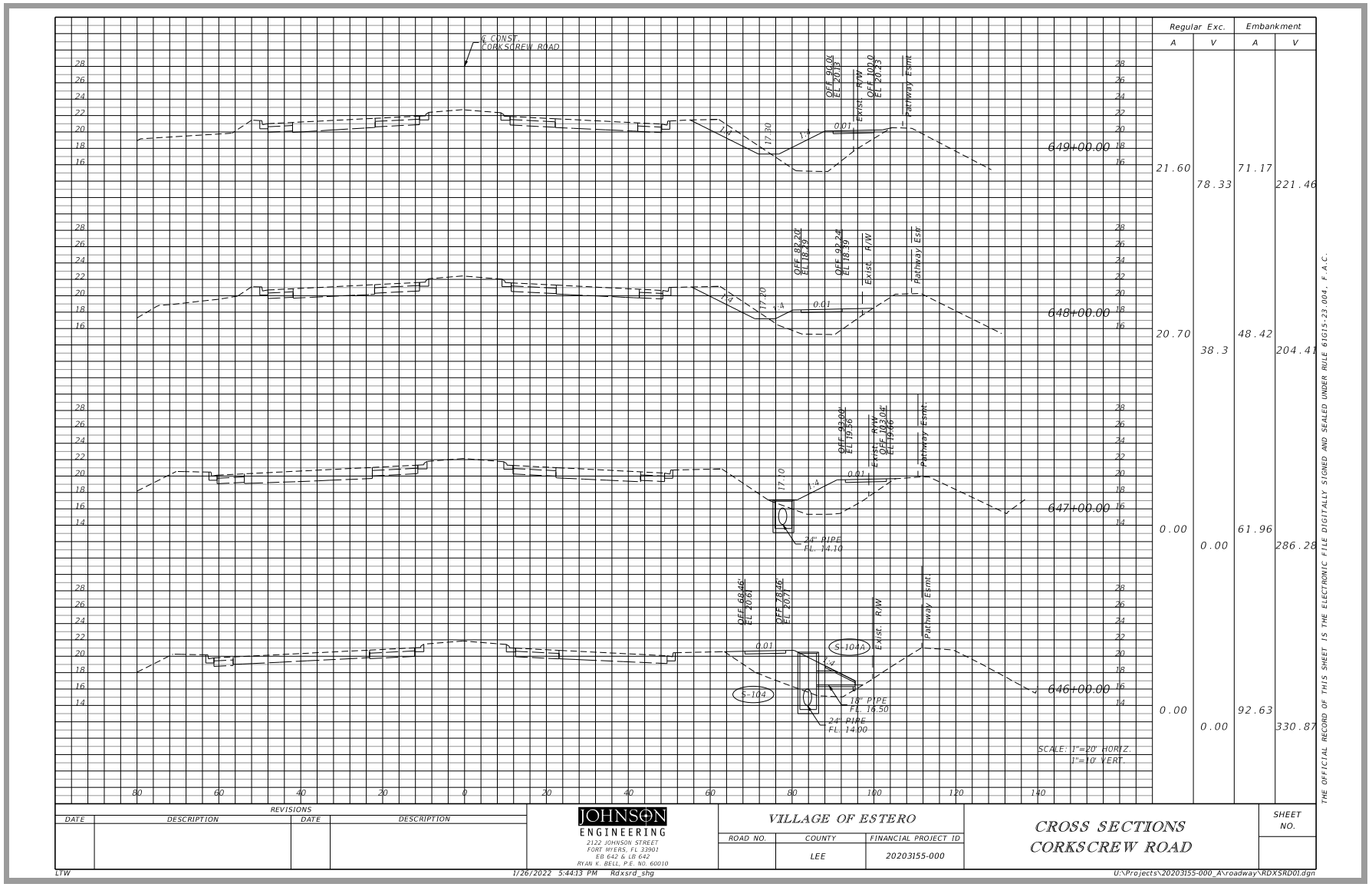
PLAN & PROFILE
STA. 660+50 TO STA. 667+50

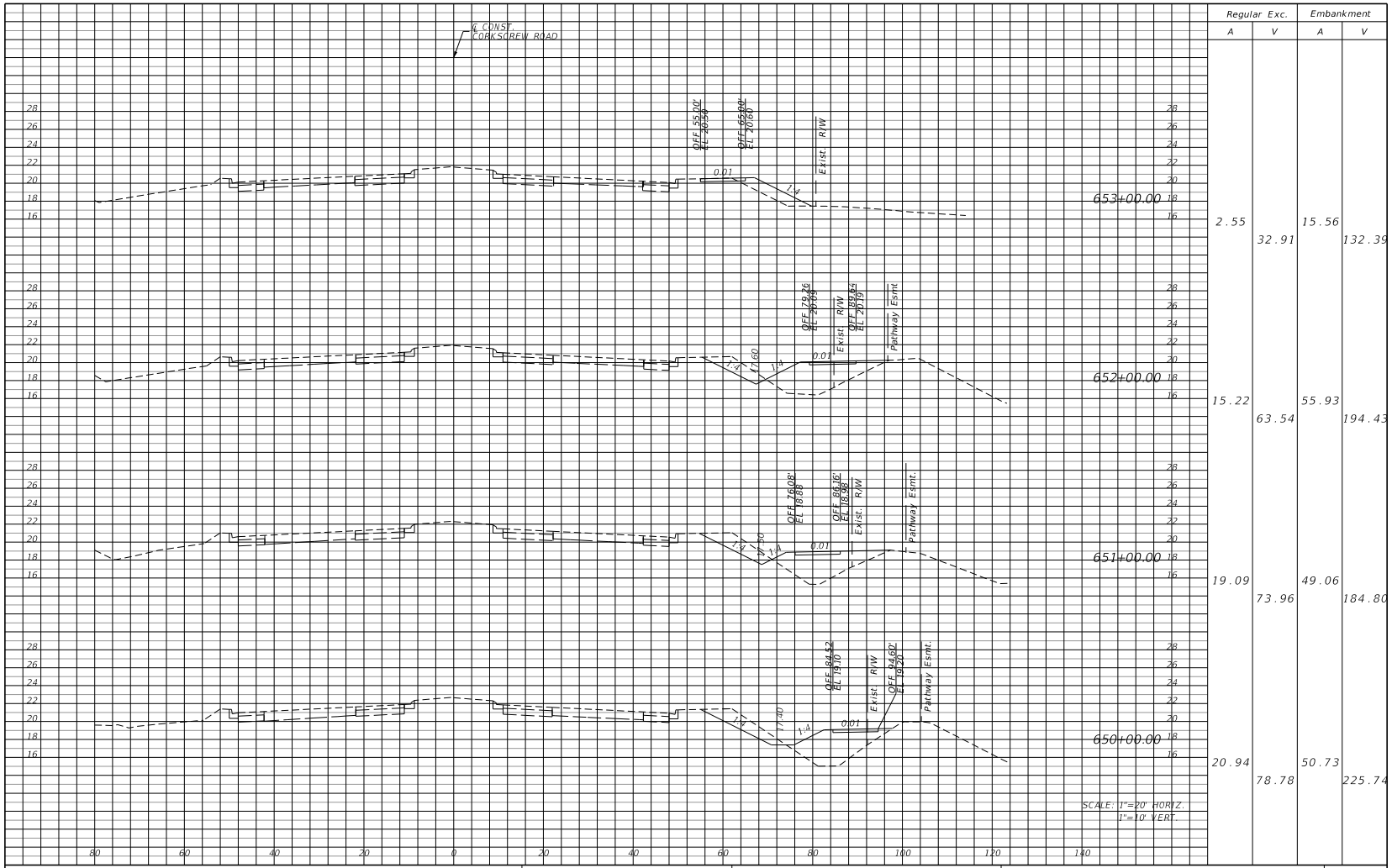
SHEET NO.

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℄ CONST.
CORKSCREW ROAD
641+00.00
640+00.00
639+00.00
638+00.00
637+00.00
OFF 92.49'
EL 19.31
Exist. R/W
OFF 107.54'
EL 19.41
Pathway Es
OFF 99.08'
EL 20.42
OFF 109.22'
EL 20.52
OFF 86.03'
EL 19.73
OFF 96.03'
EL 19.81
OFF 94.29'
EL 19.26
OFF 105.50'
EL 19.37
16.48
16.32
16.16
16.00
0.01
36" PIPE
FL. 13.50
Regular Exc.
Embankment
A
V
8.65
34.98
59.10
213.28
10.24
58.07
56.07
161.30
21.12
72.59
31.03
138.09
18.08
0.00
43.54
0.00
0.00
0.00
0.00
0.00
SCALE: 1"=20' HORIZ.
1"=10' VERT.
80 60 40 20 0 20 40 60 80 100 120 140
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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1/26/2022 5:44:09 PM Rdxsrd_shg
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℄ CONST.
CORKSCREW ROAD
OFF 68.85'
EL 20.31
OFF 78.85'
EL 20.41
Exist. R/W
0.01
1:4
645+00.00
OFF 68.92'
EL 19.53
OFF 78.92'
EL 19.43
644+00.00
OFF 68.99'
EL 19.50
OFF 78.99'
EL 19.40
643+00.00
OFF 69.27'
EL 19.45
OFF 79.29'
EL 19.35
642+00.00
Regular Exc.
Embankment
A
V
A
V
0.00
0.00
86.04
263.76
0.00
0.00
56.39
189.54
0.00
0.00
45.96
192.11
0.00
16.02
57.78
216.44
SCALE: 1"=20' HORIZ.
1"=10' VERT.
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CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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℄ CONST.
CORKSCREW ROAD
649+00.00
648+00.00
647+00.00
646+00.00
OFF 90.06
EL 20.19
OFF 100.00
EL 20.33
Exist. R/W
Pathway Esmt.
OFF 82.20
EL 18.49
OFF 92.24
EL 18.39
OFF 93.00
EL 19.56
OFF 103.04
EL 19.46
OFF 68.46
EL 20.61
OFF 78.46
EL 20.71
17.20
17.10
0.01
24" PIPE
FL. 14.10
S-104A
S-104
18" PIPE
FL. 16.50
24" PIPE
FL. 14.00
SCALE: 1"=20' HORIZ.
1"=10' VERT.
Regular Exc.
Embankment
A
V
A
V
21.60
78.33
71.17
221.46
20.70
38.3
48.42
204.41
0.00
0.00
61.96
286.28
0.00
0.00
92.63
330.87
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RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
LEE
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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	Regular Exc.		Embankment	
	A	V	A	V
653+00.00	2.55	32.91	15.56	132.39
652+00.00	15.22	63.54	55.93	194.43
651+00.00	19.09	73.96	49.06	184.80
650+00.00	20.94	78.78	50.73	225.74

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

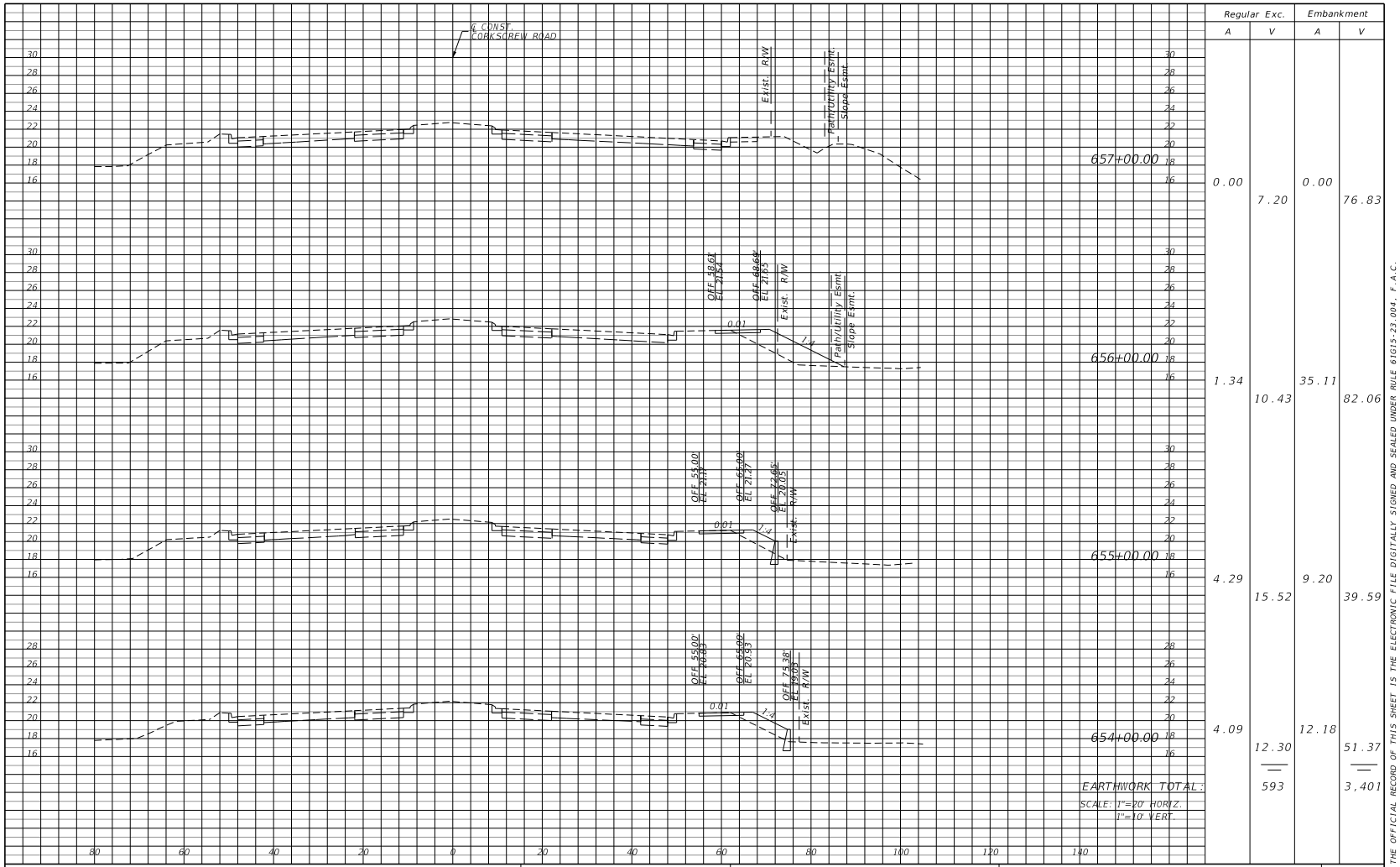
VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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	Regular Exc.		Embankment	
	A	V	A	V
657+00.00	0.00	7.20	0.00	76.83
656+00.00	1.34	10.43	35.11	82.06
655+00.00	4.29	15.52	9.20	39.59
654+00.00	4.09	12.30	12.18	51.37
EARTHWORK TOTAL:		593		3,401

SCALE: 1"=20' HORIZ.
1"=10' VERT.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Resolution No. 2022-14 - TAQ, LLC Sidewalk Easement

Motion to approve Resolution No. 2022-14

Background:

The Village of Estero entered into an Interlocal Agreement with Lee County in June 2020 for Corkscrew Road Improvements. The agreement outlined that the Village of Estero will construct pathways, landscaping and street lighting improvements and the County will pay the Village the cost they would have incurred installing those improvements.

The Village's consultant, Johnson Engineering is working on the design and permitting for pathways, landscaping and street lighting along Corkscrew Road. The path is proposed to be constructed in easement on private property in several locations. The majority of these improvements will be constructed after the County finishes the ongoing widening project. However, the Village, County and County's contractor are looking for opportunities to expedite portions of the project where it will not slow the widening project.

Description:

Construction timing for the County's widening project, has provided an opportunity to construct a portion of the pathway now, instead of waiting until the road widening is complete. The contractor will be grading the road shoulder and ditch on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to Stoneybrook Golf Drive. A location map is attached.

The Village's consultant was also able to complete the pathway design in this location. The 10-ft path along the Stoneybrook Golf Drive turn lane is not able to be built at this time due to the existing power poles. The poles may need to be removed to install the path and adequate landscaping to buffer Stoneybrook. The proposed pathway alignment generally follows the previously reviewed concept, with the addition of several curves to improve the path and avoid power poles. The pathway locations, concept plans and construction plans have been attached.

Portions of the proposed path are located on property owner by Stoneybrook Community Development District and TAQ, LCC. This agenda item is regarding the TAQ, LLC owned property.

The Village has worked with TAQ, LLC (property owner) to obtain sidewalk easements to construct the proposed sidewalks.

Action Requested:

Approve Resolution No. 2022-14.

Process and Timeline:

The Village of Estero Staff will execute and record the easements within 30-days of Council approval.

Financial Impact:

There are minor costs associated with recording the easements.

Prepared by: David Willems, P.E.

Attachments:

1. Resolution No. 2022-14
2. TAQ, LLC Easement
3. Location Map
4. Pathway Concept Plans
5. Pathway Construction Plans

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 -14

A RESOLUTION APPROVING AND ACCEPTING A SIDEWALK EASEMENT FROM TAQ, LLC, AS TRUSTEE; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE SAME ON BEHALF OF THE VILLAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Village of Estero, provides that the Village Council shall have the broadest exercise of home rule powers permitted under the state Constitution and the laws of the state; and

WHEREAS, the Village therefore has the power to approve and accept conveyances of interests in land, including easements; and

WHEREAS, TAQ, LLC is conveying a Sidewalk Easement to the Village, a public purpose for Grantee;

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

Section 1. The Village Council hereby approves and accepts a Sidewalk Easement from TAQ, LLC; a copy of which is attached hereto and incorporated herein as Attachment A.

Section 2. The Village Manager is hereby authorized to execute the Easement on behalf of the Village and to attend to the recording of the Easement.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of May, 2022.

ATTEST: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Interim Village Attorney

This Space For Recording

SIDEWALK EASEMENT

This Grant of Sidewalk Easement ("Easement") is made by and between the TAQ, LLC, AS TRUSTEE, whose address is 21624 Belhaven Way, Estero, FL 33928 (Grantor) and Village of Estero, a political subdivision of the State of Florida with a mailing address of 9401 Corkscrew Palms Circle, Estero FL 33928 (Village).

1. In consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Village, its successors and assigns, a non-exclusive sidewalk easement over and across that portion of Grantor's property legally described in attached Exhibit "A", the "Easement Area".

2. Village has the right, but not obligation, to construct a public sidewalk and appurtenant drainage within the Easement Area in accordance with appropriate permits issued for construction and maintenance. Once the sidewalk facility and appurtenant drainage (hereinafter the "Sidewalk") are constructed, Village has the obligation to maintain the Sidewalk in a good and safe condition, fully compliant with all applicable development orders, permits, governmental approvals, laws, codes, ordinance, rules and regulations.

3. Village has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the Easement Area in order to install and maintain a Sidewalk.

4. This Easement does not limit the construction of the sidewalk to a particular type, style, material or design. The Village will consult with the Grantor prior to the completion of the plans and specification for the Sidewalk and prior to the commencement of construction of the Sidewalk.

5. Grantor may use the Easement Area for landscaping (except trees), walkway, drainage or similar uses, provided no structures that interfere with the use of the Sidewalk are constructed within the Easement Area.

6. Title to Sidewalk facilities constructed within the Easement Area will be vested in the Village.

7. The Village will be responsible for maintenance of all Sidewalk facilities and

improvements located in the Easement Area, except any facilities or improvements installed by others.

8. To the extent permitted by law and without waiver of the right of the Village to claim immunity under §768.28, Florida Statutes, and without extending or altering the Village's liability beyond the limits established in §768.28, Florida Statutes, the Village hereby agrees to indemnify and hold harmless the Grantor from any losses, damages or awards arising out of personal injury or death or property damage resulting solely from the placement, replacement or maintenance of the Sidewalk and other facilities and improvements constructed or placed by Village which are the Village's responsibility pursuant to and as contemplated by this sidewalk easement. The Grantor agrees to provide notice of any claim against Grantor sought to be indemnified against the Village via certified mail within 30 days of Grantor obtaining knowledge of such claim. When requested by the Grantor, the Village hereby agrees to defend such claims on behalf of the Grantor. If such defense is undertaken, the Grantor must consent to the representation of Village and Grantor by the attorney chosen by the Village. The Village may undertake to settle any such claims imposing liability on the Grantor only upon terms and conditions specifically acceptable to the Grantor. This provision is not intended to waive any right or claim of sovereign immunity held by the Grantor or Village pursuant to Florida law, including but not limited to §768.28, Florida Statutes.

9. Grantor warrants that Grantor is in lawful possession of the property described in **Exhibit "A"**, subject to other easements of record and excluding other easements of record, free of liens and other encumbrances. Grantor further warrants that it has the authority to convey this sidewalk easement.

10. This sidewalk easement runs with the land and is binding on Grantor and Village's successors and assigns.

Dated: _____

TAQ, LLC, AS TRUSTEE

_____
[1st Witness Signature]

BY: _____
[Signature]

_____
[Type or Print Name]

_____
[Type or Print Name]

_____
[Corporate title]

_____
[2nd Witness' Signature]

_____
[Type or Print Name]

COUNTY OF _____

STATE OF FLORIDA

The foregoing instrument was acknowledged before me in person this ___ day of _____, 20___, by _____, the _____ of the TAQ, LLC, AS TRUSTESS, on behalf of the district. He/she is personally known to me of has produced_____ as identification.
[Type of Identification]

_____
[Signature of Notary]

_____
[Typed or printed Name]

Stamp or Seal

Approved and accepted for and on behalf of the Village of Estero, Florida, this _____ day of

_____, 20____.

FOR VILLAGE OF ESTERO, FLORIDA

By: _____

Print: _____
Village Manager

Approved as to Form and Legal Sufficiency

By: _____

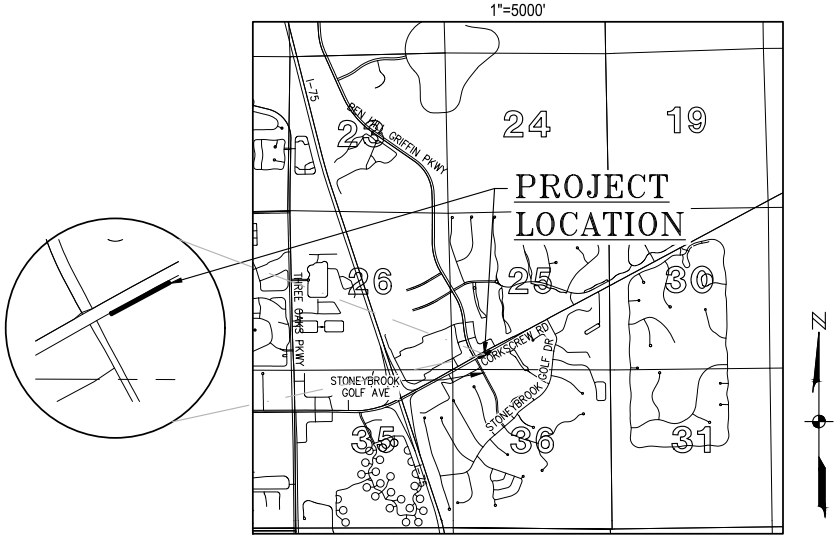
Print: _____
Office of the Village Attorney

SKETCH AND DESCRIPTION

CORKSCREW ROAD
PATH EASEMENT 2

A PARCEL OF LAND LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

VICINITY MAP
1"=5000'



\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement2 S&D.dwg (S1) RGD Apr 27, 2022 - 7:35am

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY, NOR IS IT INTENDED TO BE USED AS ONE.
2. HORIZONTAL DATA AND COORDINATES SHOWN HEREON ARE N FEET AND ARE PROJECTED ONTO THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD83), 2011 ADJUSTMENT.
3. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD, WHEREIN SAID SOUTHERLY RIGHT-OF-WAY BEARS N.61°46'32"E.
4. PARCEL CONTAINS 4,803 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.
5. P.O.C. = POINT OF COMMENCEMENT
6. P.O.B. = POINT OF BEGINNING
7. ORB = OFFICIAL RECORDS BOOK
8. ORI = OFFICIAL RECORDS INSTRUMENT
9. PB = PLAT BOOK
10. CCMB = COUNTY COMMISSION MINUTES BOOK
11. PG = PAGE
12. (P) = PLAT
13. ROW,R/W = RIGHT-OF-WAY
14. SRE = SLOPE RESTORATION EASEMENT
15. SQ. FT. = SQUARE FEET
16. N: = NORTHING
17. E: = EASTING
18. ℄ = CENTERLINE
19. DESCRIPTION ON SHEET 3.
20. NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

THIS IS NOT A SURVEY.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE LEGAL DESCRIPTION AND ATTACHED SKETCH WERE PREPARED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS OF CHAPTER 5J-17.05, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472, FLORIDA STATUTES.

RICHARD G. DANIELS (FOR THE FIRM L.B. 642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 7229

DATE SIGNED: 04/27/2022

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISED 2/28/2022 PER RKB COMMENTS

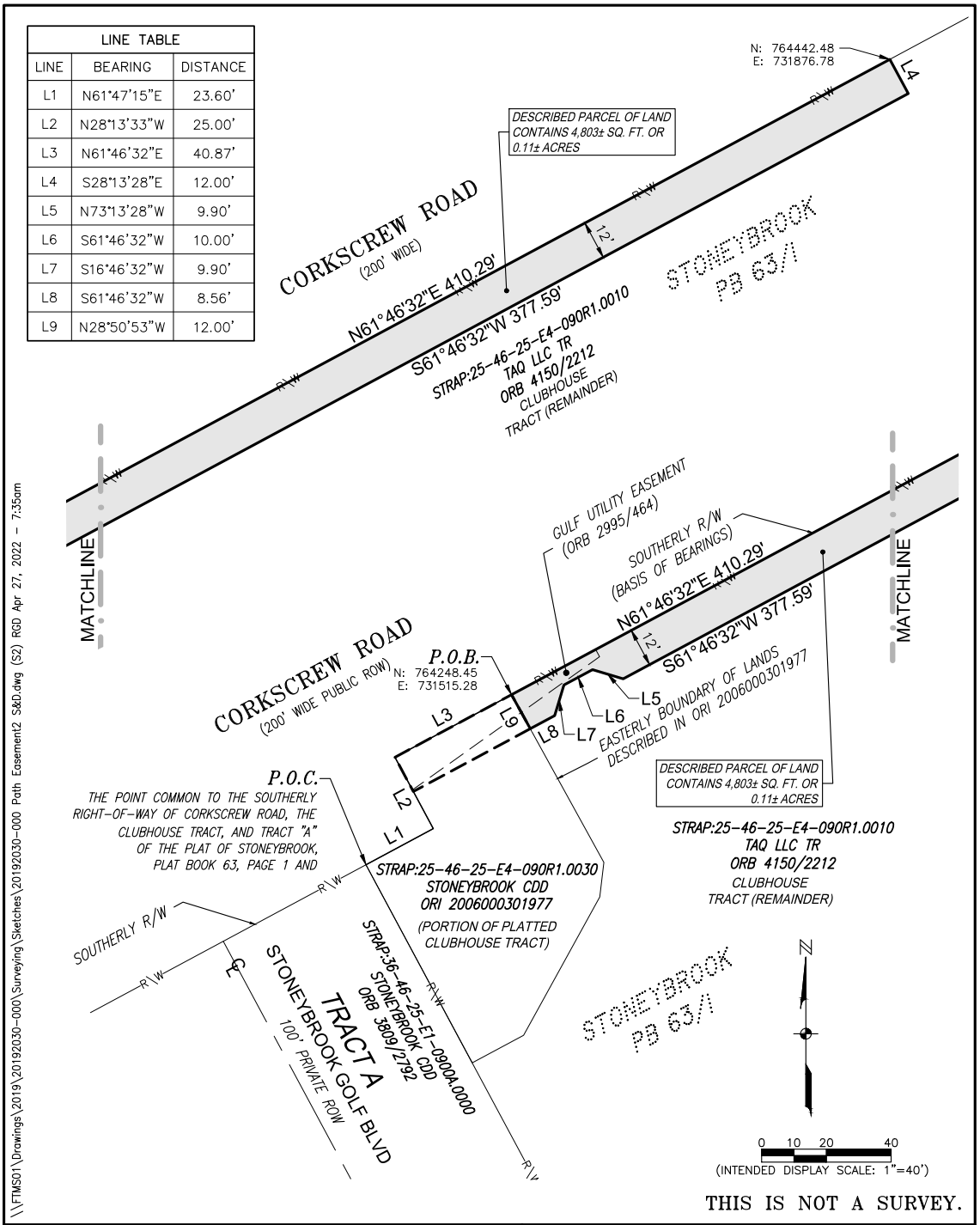
JOHNSON ENGINEERING

JOHNSON ENGINEERING, INC.
2122 JOHNSON STREET
P.O. BOX 1550
FORT MYERS, FLORIDA 33902-1550
PHONE: (239) 334-0046
FAX: (239) 334-3661
E.B. #642 & L.B. #642

SKETCH AND DESCRIPTION
PATH EASEMENT 2
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/2021	20192030-000	25-46-25	AS SHOWN	1 OF 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N61°47'15"E	23.60'
L2	N28°13'33"W	25.00'
L3	N61°46'32"E	40.87'
L4	S28°13'28"E	12.00'
L5	N73°13'28"W	9.90'
L6	S61°46'32"W	10.00'
L7	S16°46'32"W	9.90'
L8	S61°46'32"W	8.56'
L9	N28°50'53"W	12.00'



\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement2 S&D.dwg (S2) RGD Apr 27, 2022 - 7:35am

THIS IS NOT A SURVEY.

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SKETCH AND DESCRIPTION
PATH EASEMENT 2
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/21	20192030-000	25-46-25	1"=40'	2 OF 3

DESCRIPTION

PATH EASEMENT 2
A PORTION OF CLUBHOUSE TRACT, STONEYBROOK
LYING IN
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

A PARCEL OF LAND BEING A PORTION OF CLUBHOUSE TRACT, ACCORDING TO THE PLAT OF STONEYBROOK, AS RECORDED IN PLAT BOOK 63, PAGE 1 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, VILLAGE OF ESTERO, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT COMMON TO THE SOUTHERLY RIGHT-OF-WAY OF CORKSCREW ROAD (200 FEET WIDE), THE CLUBHOUSE TRACT AND TRACT "A" OF THE AFOREMENTIONED PLAT OF STONEYBROOK; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY FOR THE FOLLOWING FOUR (4) COURSES:

1. N61°47'15"E, A DISTANCE OF 23.60 FEET;
2. N28°13'33"W, A DISTANCE OF 25.00 FEET;
3. N61°46'32"E, A DISTANCE OF 40.87 FEET TO THE EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2006000301977 OF SAID PUBLIC RECORDS OF LEE COUNTY AND THE **POINT OF BEGINNING**;
4. N61°46'32"E, A DISTANCE OF 410.29 FEET;

THENCE S28°13'28"E, A DISTANCE OF 12.00 FEET TO A LINE LYING 12.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY; THENCE S61°46'32"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 377.59 FEET; THENCE N73°13'28"W, A DISTANCE OF 9.90 FEET; THENCE S61°46'32"W, A DISTANCE OF 10.00 FEET; THENCE S16°46'32"W, A DISTANCE OF 9.90 FEET TO THE AFOREMENTIONED LINE LYING 12.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTHERLY RIGHT-OF-WAY; THENCE S61°46'32"W, ALONG SAID PARALLEL LINE, A DISTANCE OF 8.56 FEET TO THE AFOREMENTIONED EASTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS INSTRUMENT 2006000301977; THENCE N28°50'53"W, ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 12.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINING 4,803 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

\\FTMS01\Drawings\2019\20192030-000\Surveying\Sketches\20192030-000 Path Easement2 S&D.dwg (S3) RGD Apr 27, 2022 - 7:35am

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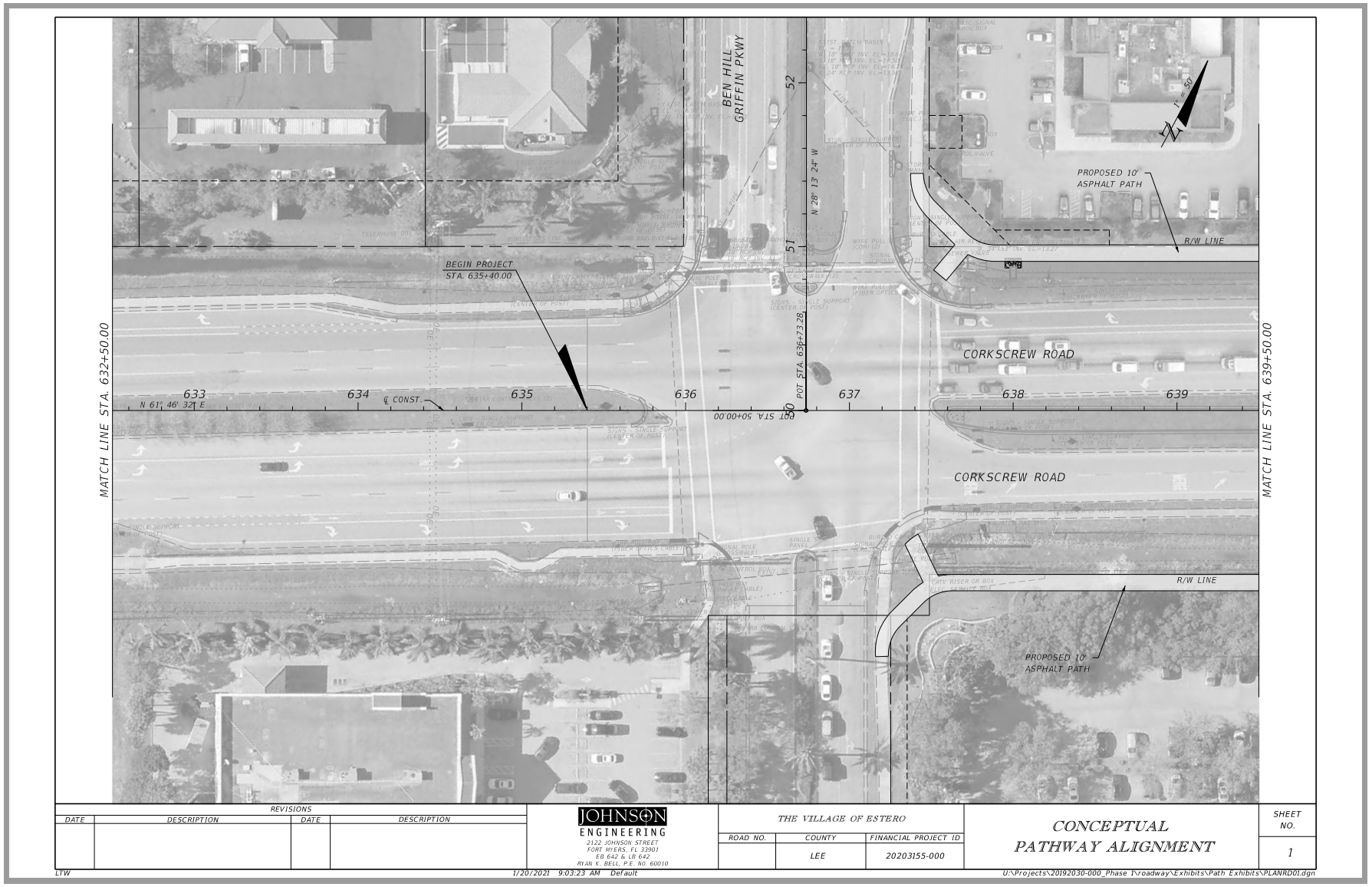
JOHNSON ENGINEERING

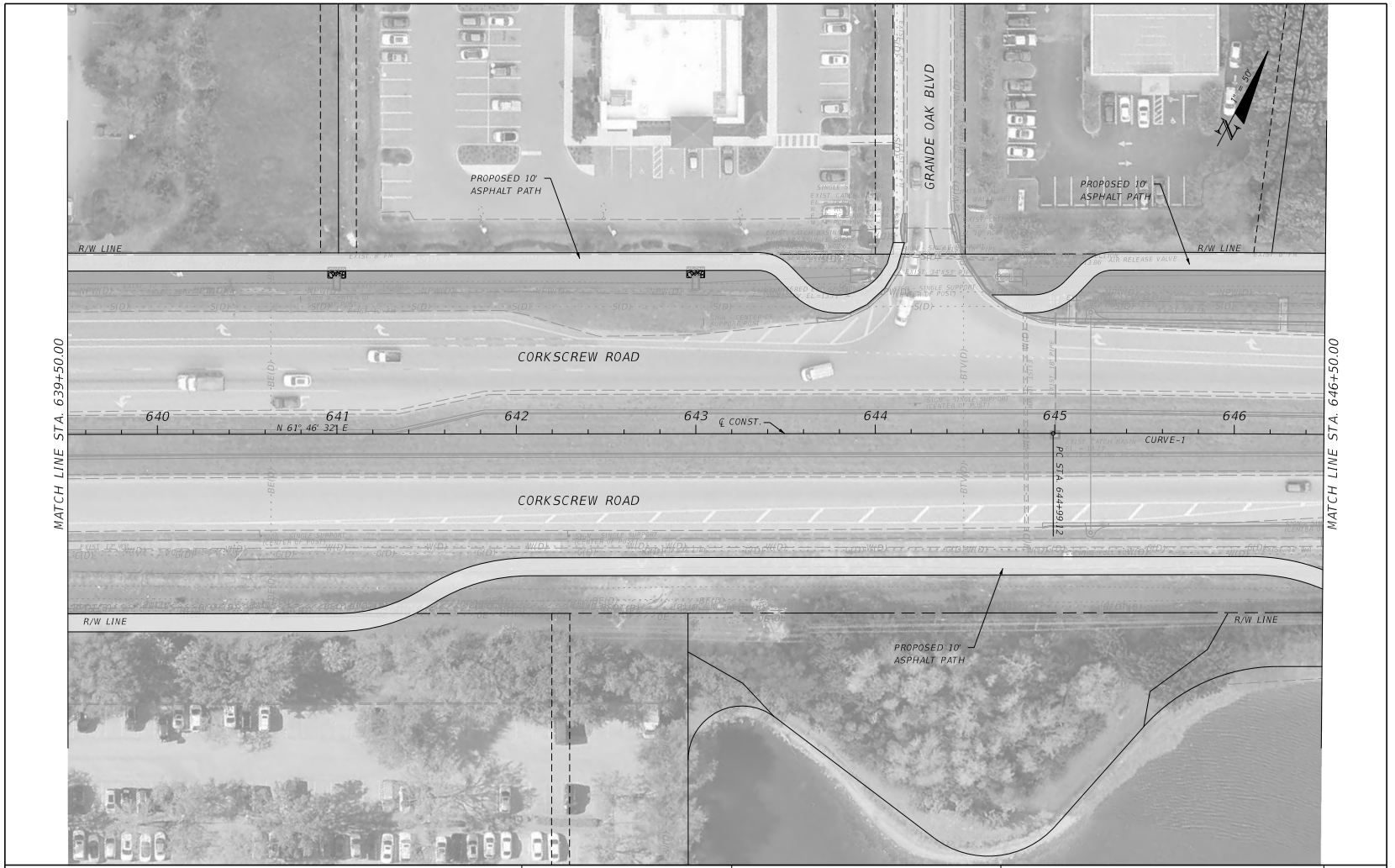
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SKETCH AND DESCRIPTION
PATH EASEMENT 2
SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
12/01/21	20192030-000	25-46-25		3 OF 3


Corkscrew Road Stoneybrook Path Location
Griffin Pkwy
Ben Hill Griffin Pkwy
Corkscrew Rd
Corkscrew Rd
850
Waymouth Run
Lancaster Run
Lancaster Run
Stoneybrook Golf Blvd
850
Google Earth
N
700 ft


BEN HILL GRIFFIN PKWY
N 28° 13' 24" W
BEGIN PROJECT
STA. 635+40.00
MATCH LINE STA. 632+50.00
MATCH LINE STA. 639+50.00
CORKSCREW ROAD
CORKSCREW ROAD
PROPOSED 10' ASPHALT PATH
PROPOSED 10' ASPHALT PATH
R/W LINE
R/W LINE
N 61° 46' 32" E
℄ CONST.
POT STA 636+73.28
POT STA 50+00.00
633
634
635
636
637
638
639
50
51
52
1" = 50'
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
THE VILLAGE OF ESTERO
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
LEE
20203155-000
CONCEPTUAL PATHWAY ALIGNMENT
SHEET NO.
1
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GRANDE OAK BLVD
PROPOSED 10' ASPHALT PATH
PROPOSED 10' ASPHALT PATH
PROPOSED 10' ASPHALT PATH
R/W LINE
R/W LINE
R/W LINE
R/W LINE
CORKSCREW ROAD
CORKSCREW ROAD
MATCH LINE STA. 639+50.00
MATCH LINE STA. 646+50.00
640
641
642
643
644
645
646
℄ CONST.
N 61° 46' 32" E
CURVE-1
PC STA. 644+99.12
1" = 50'
REVISIONS
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DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
THE VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
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RYAN K. BELL, P.E. NO. 60010

THE VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CONCEPTUAL PATHWAY ALIGNMENT

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RYAN K. BELL, P.E. NO. 60010

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	LEE	20203155-000

CONCEPTUAL PATHWAY ALIGNMENT

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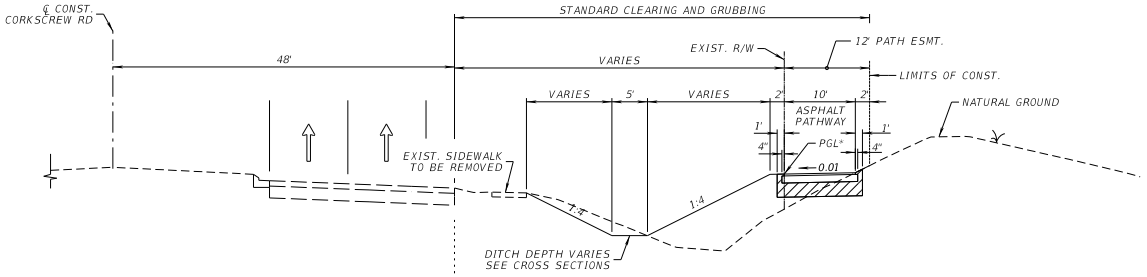
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

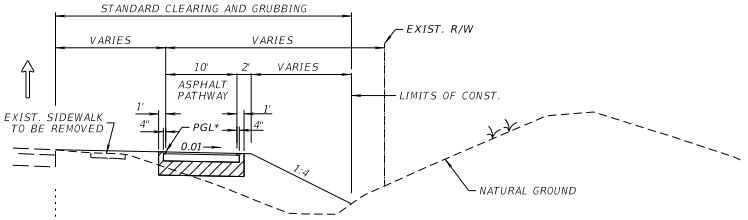
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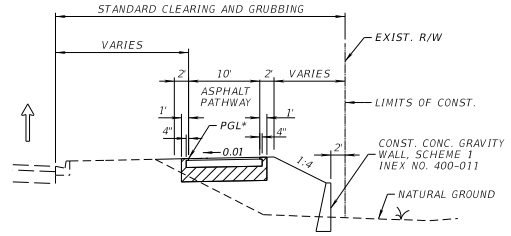
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TYPICAL SECTION
CORKSCREW ROAD
STA. 638+00.00 TO STA. 641+50.00
STA. 646+50.00 TO STA. 652+20.00



STA. 641+50.00 TO STA. 646+50.00



STA. 653+50.00 TO STA. 656+00.00

10' ASPHALT PATHWAY

OPTIONAL BASE GROUP 4 WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B) (1.5")
TYPE B STABILIZATION (LBR 40) (12")

* *PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.*

** *SLOPE VARIES (1:4 MAX.) – SEE CROSS SECTIONS*

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2122 JOHNSON STREET
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RYAN K. BELL, P.E. NO. 60010

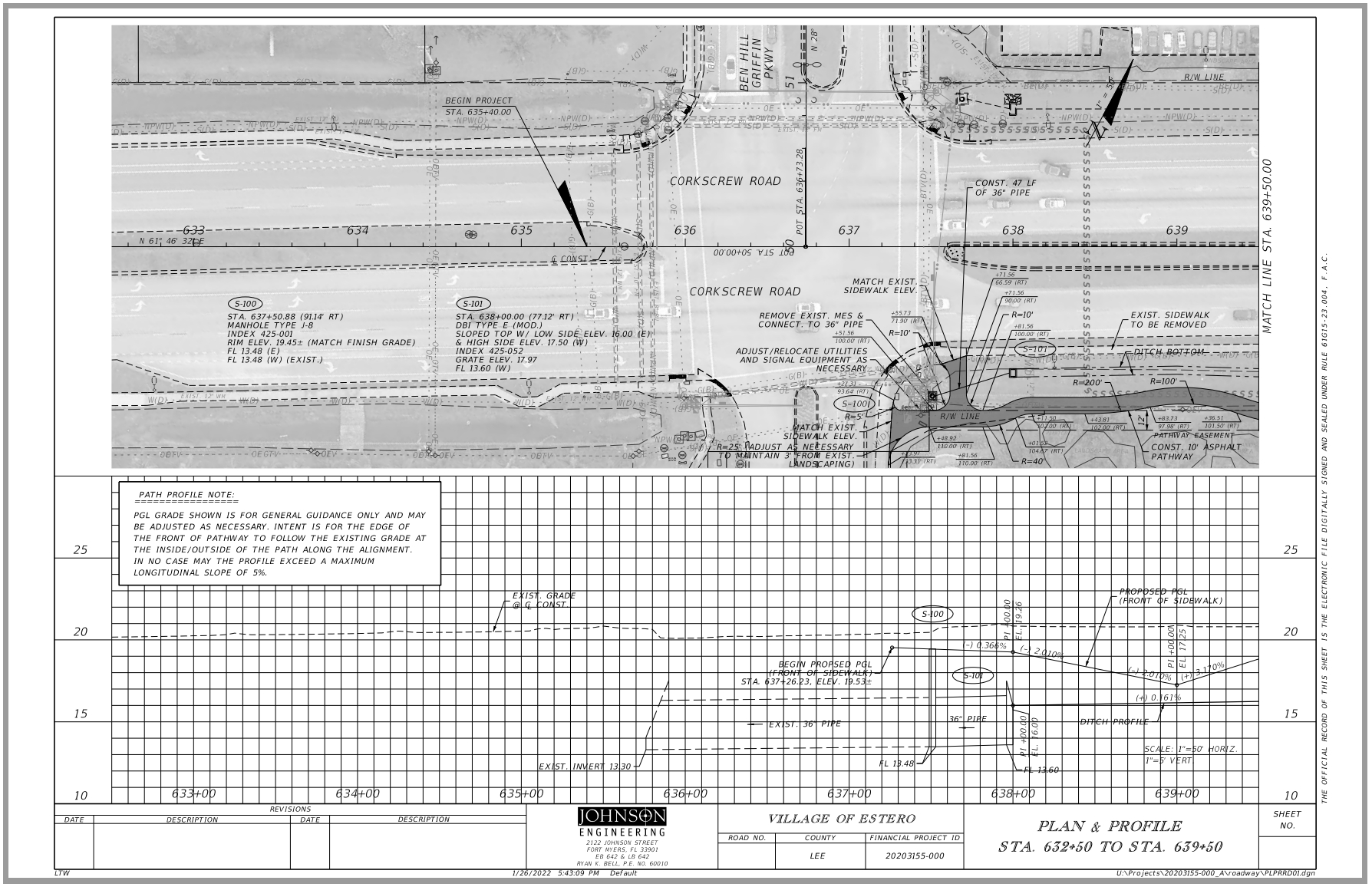
VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

TYPICAL SECTION (RT)

SHEET NO. 5

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REVISIONS			
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JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

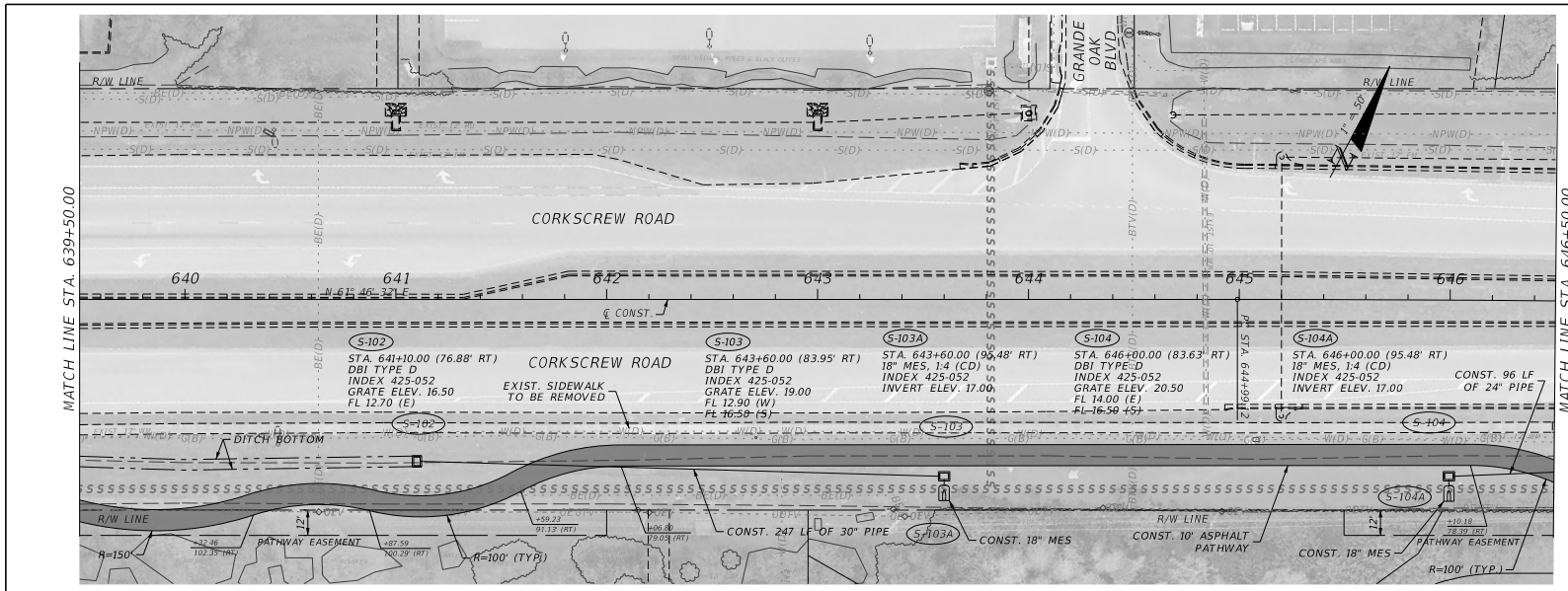
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN & PROFILE
STA. 632+50 TO STA. 639+50

SHEET NO.

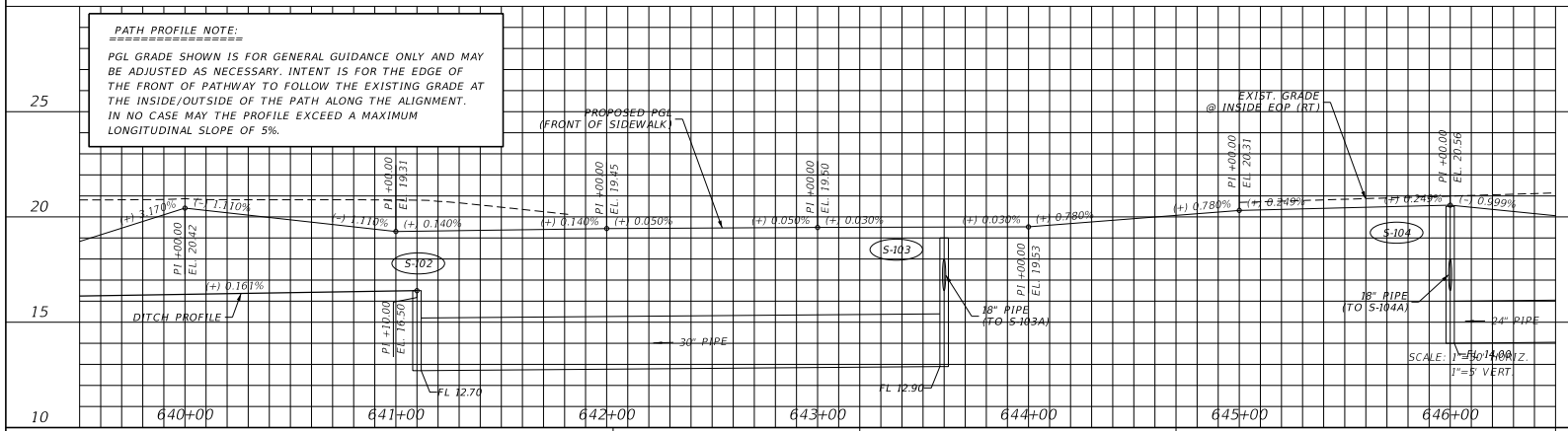
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PATH PROFILE NOTE:

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
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EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

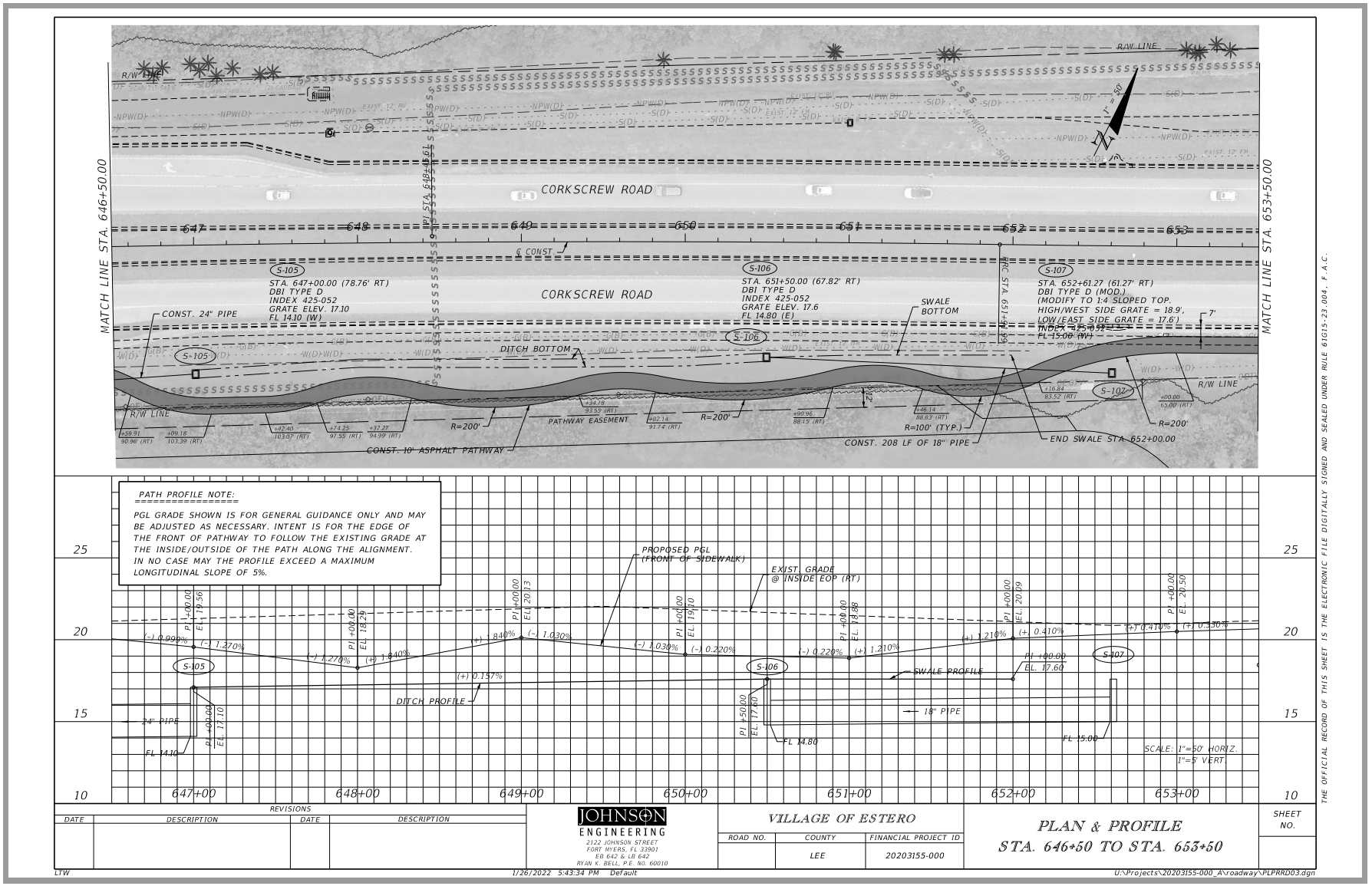
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN & PROFILE
STA. 639+50 TO STA. 646+50

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PATH PROFILE NOTE:

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JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

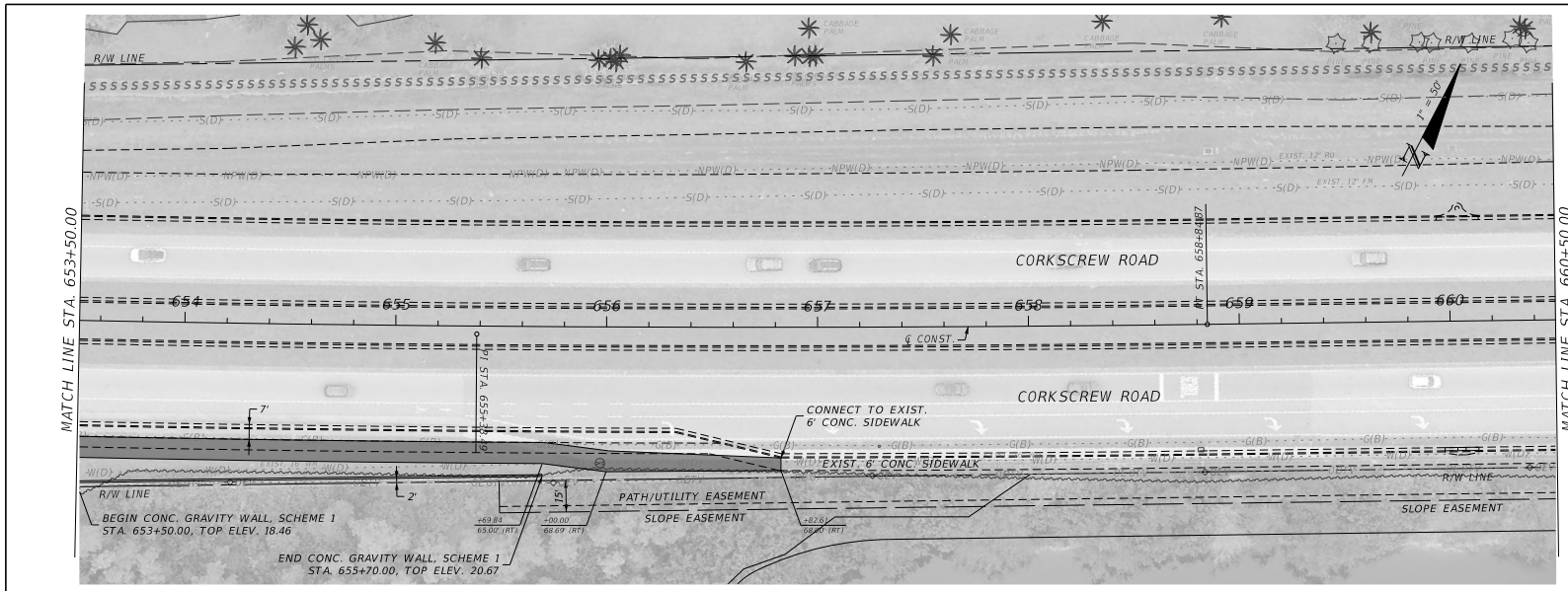
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	LEE	20203155-000

PLAN & PROFILE
STA. 646+50 TO STA. 653+50

SHEET NO.

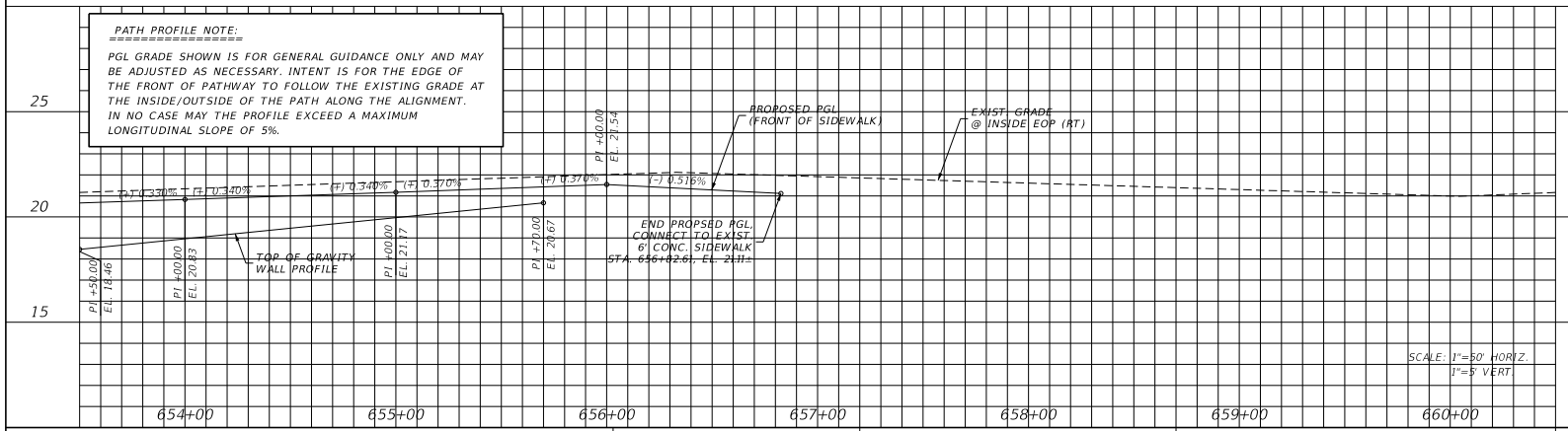
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JOHNSON ENGINEERING
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FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

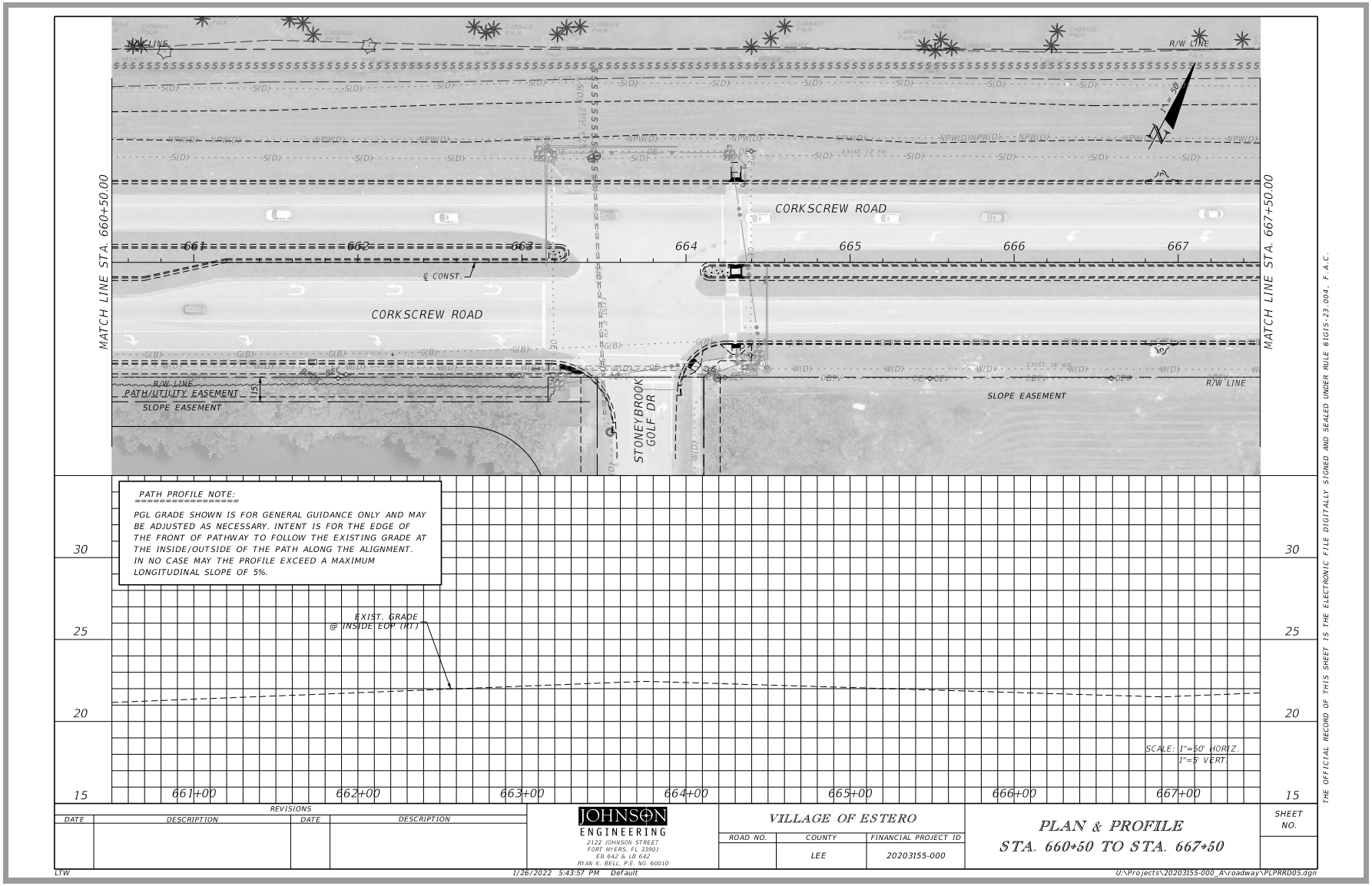
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	LEE	20203155-000

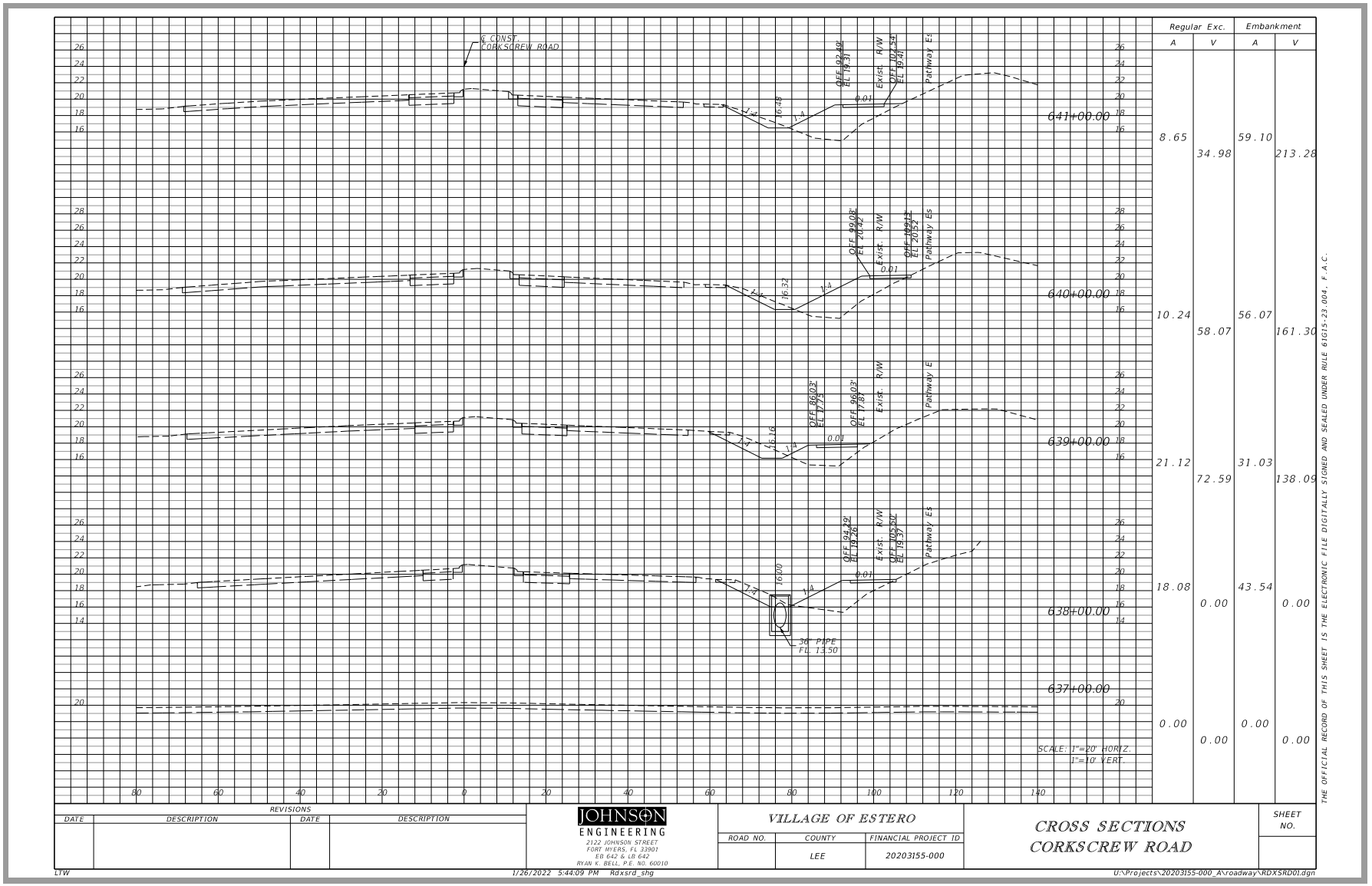
PLAN & PROFILE
STA. 653+50 TO STA. 660+50

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R/W LINE
MATCH LINE STA. 660+50.00
MATCH LINE STA. 667+50.00
CORKSCREW ROAD
661
662
663
664
665
666
667
℄ CONST.
CORKSCREW ROAD
R/W LINE
PATH/UTILITY EASEMENT
SLOPE EASEMENT
15'
STONEYBROOK GOLF DR
SLOPE EASEMENT
R/W LINE
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
EXIST. GRADE @ INSIDE EOP (RT)
30
25
20
15
661+00
662+00
663+00
664+00
665+00
666+00
667+00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
REVISIONS
DATE
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DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 660+50 TO STA. 667+50
SHEET NO.
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	Regular Exc.		Embankment	
	A	V	A	V
641+00.00	8.65	34.98	59.10	213.28
640+00.00	10.24	58.07	56.07	161.30
639+00.00	21.12	72.59	31.03	138.09
638+00.00	18.08	0.00	43.54	0.00
637+00.00	0.00	0.00	0.00	0.00

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FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

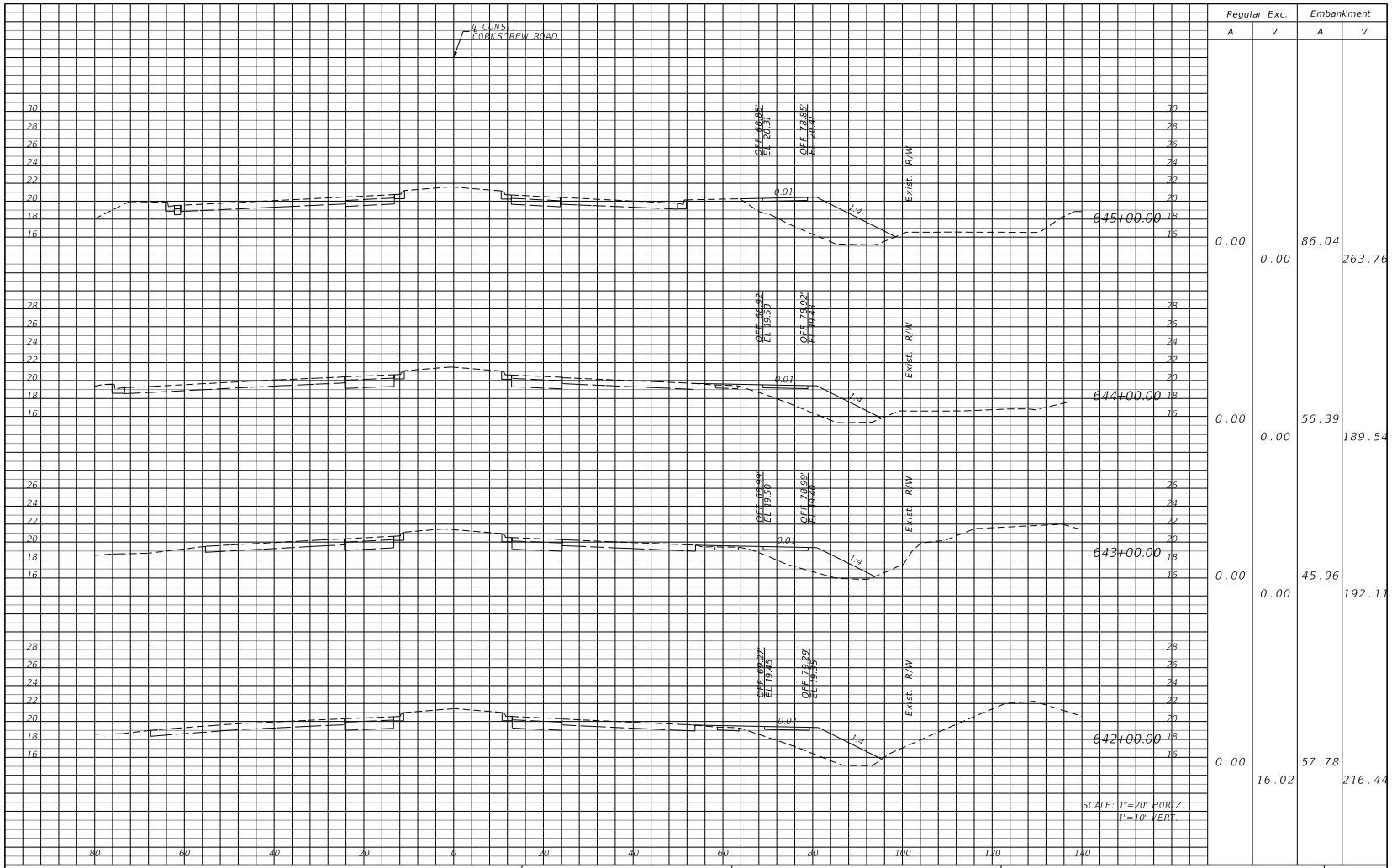
VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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REVISIONS			
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EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

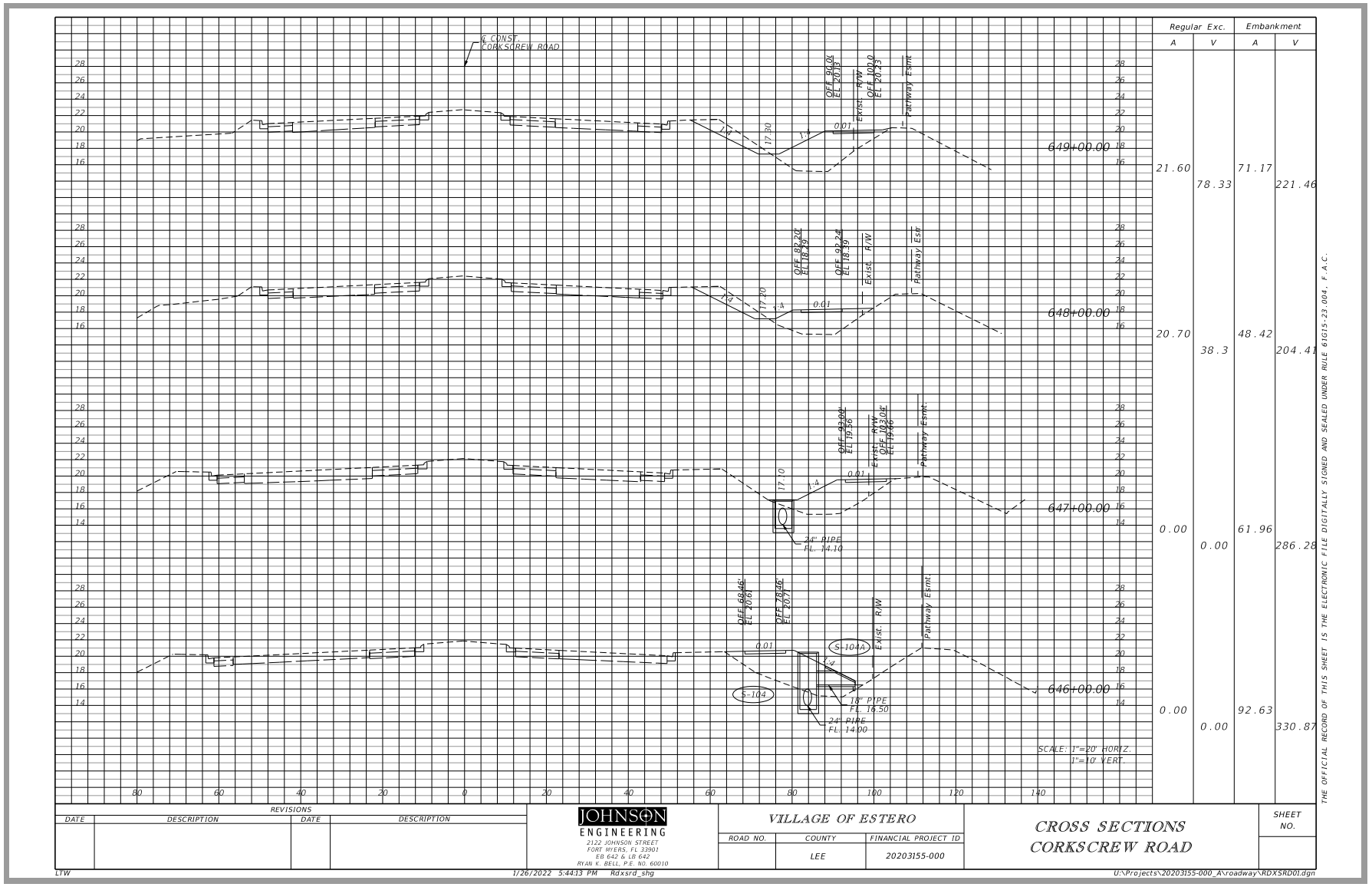
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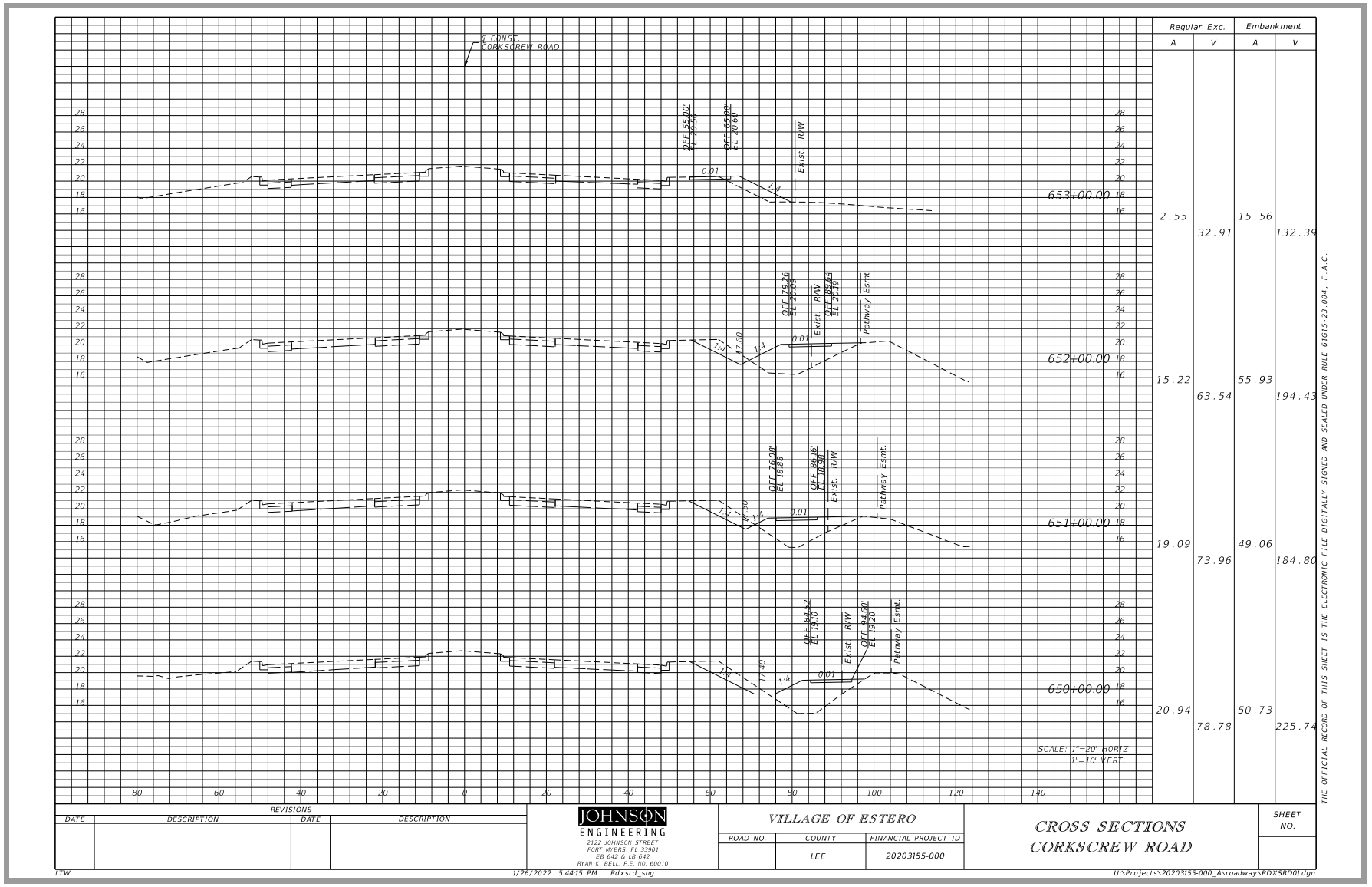
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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℄ CONST.
CORKSCREW ROAD
649+00.00
648+00.00
647+00.00
646+00.00
OFF 90.06
EL 20.19
OFF 100.00
EL 20.33
Exist. R/W
Pathway Esmt.
OFF 82.20
EL 18.49
OFF 92.24
EL 18.39
OFF 93.00
EL 19.56
OFF 103.04
EL 19.46
OFF 88.46
EL 20.61
OFF 78.46
EL 20.71
17.20
17.10
0.01
24" PIPE
FL. 14.10
S-104A
S-104
18" PIPE
FL. 16.50
24" PIPE
FL. 14.00
SCALE: 1"=20' HORIZ.
1"=10' VERT.
Regular Exc.
Embankment
A
V
A
V
21.60
78.33
71.17
221.46
20.70
38.3
48.42
204.41
0.00
0.00
61.96
286.28
0.00
0.00
92.63
330.87
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VILLAGE OF ESTERO
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
LEE
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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	Regular Exc.		Embankment	
	A	V	A	V
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652+00.00	15.22	63.54	55.93	194.43
651+00.00	19.09	73.96	49.06	184.80
650+00.00	20.94	78.78	50.73	225.74

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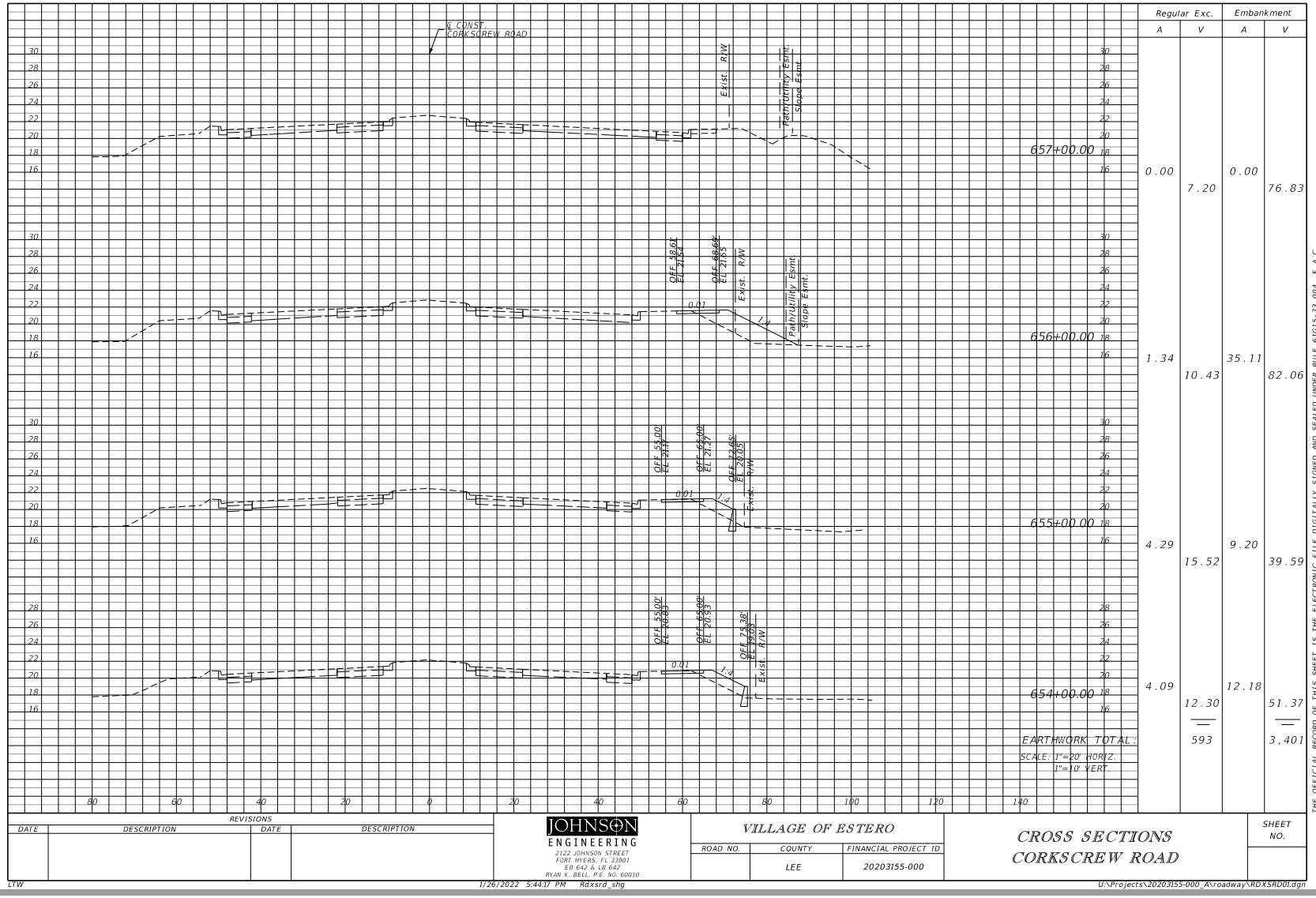
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Corkscrew Road Pathway Construction Contract – Cougar Contracting

Motion to approve Misc. Contractor Services contract EC 2019-06 STA 07 with Cougar Contracting Services for the construction of a pathway on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to the Stoneybrook Golf Drive right turn lane, including a 10% contingency.

Background:

The Village of Estero entered into an Interlocal Agreement with Lee County in June 2020 for Corkscrew Road Improvements. The agreement outlined that the Village of Estero will construct pathways, landscaping and street lighting improvements along Corkscrew Road and the County will pay the Village the cost they would have incurred installing those improvements.

The Village's consultant, Johnson Engineering is working on the design and permitting for pathways, landscaping and street lighting along Corkscrew Road. The path is proposed to be built in easement on private property in several locations. The majority of these improvements will be constructed after the County finishes the ongoing widening project. However, the Village, County and County's contractor are looking for opportunities to expedite portions of the project where it will not slow the widening project.

Description:

Construction timing for the County's widening project, has provided the opportunity to construct a portion of the pathway now, instead of waiting until the road widening is complete. The contractor will be grading the road shoulder and ditch on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to Stoneybrook Golf Drive. The Village's consultant was also able to complete the pathway design in this location. The 10-ft path along the Stoneybrook Golf Drive turn lane is not able to be built at this time due to the existing power poles. The power poles may need to be removed to install the path and adequate landscaping to buffer Stoneybrook.

The pathway locations and construction plans have been attached.

The Village has worked with Stoneybrook and TAQ (property owners) to obtain sidewalk easements to construct the proposed sidewalks.

As Cougar Contracting LLC is the contractor of record on the widening project. Cougar Contracting is uniquely able to build the proposed pathway. It would be in the Village's best interest to contract with them to construct this path at the same time as they are widening the road; saving mobilization costs as well as time.

Due to material and labor cost increases, Cougar Contracting LLC is not willing to build the pathway using the unit costs in the Lee County Widening project. The estimated construction cost using the Lee County Widening Project Costs is approximately $209,000. The Cougar bid excluding mobilization and bond costs is $298,391. This is an approximately 30% increase in cost.

Cougar Contracting LLC is one of the firms approved by Council under RFQ 2019-03 Miscellaneous Contractor Services on November 20, 2019.

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

Action Requested:

Approve Misc. Contractor Services contract EC 2019-06 STA 07 with Cougar Contractor Services for $313,468 for the construction of a pathway on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to the Stoneybrook Golf Drive right turn lane.

Also approve a contingency fund amount of $31,300 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Process and Timeline:

The Village will work to get the contract executed in early June.

The contractor is expected to take approximately 100-days to obtain construction materials and mobilize for construction. After mobilization the contractor is expected to take about and 82-days to complete construction. Total project is 181-days from contract execution.

Financial Impact:

Fiscal impact is $344,768 which includes the contract amount of $313,468 plus a 10% contingency of $31,300.

The Fiscal Year 2021-2022 budget includes $4.2 million for the design and permitting and construction of pathway, landscaping, street lighting along Corkscrew Road.

Prepared by: David Willems, P.E.

Attachments:

1. EC 2019-06 Supplemental Task Authorization (STA)-7
2. Ownership Disclosure
3. Projection Location Map
4. Construction Plans

Misc. Contractor Services

RFQ 2019-03

STA No. 7

Project Name: Corkscrew Road Pathway

Contractor: Cougar Contracting LLC

Village of Estero Contract No.: EC2019-59

Village of Estero Account Number: 300-700-5416311

Brief Description: Construction of a pathway on the south side of Corkscrew Road from Stoneybrook Golf Blvd to the Stoneybrook Golf Drive right turn lane.

Total Fees: $313,468

The Consultant shall perform the services for the cost outlined in the attached Exhibit A – Project Bid, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2019-59.

Cougar Construction LLC	Village of Estero
By: _____	By: _____
Name: _____	Name: Steve Sarkozy
Title: _____	Title: Village Manager
Date: _____	Date: _____

Attachment:
Exhibit A – Project Bid

To:	City Of Estero	**Contact:**	David Willems
Address:	9401 Corkscrew Palms Circle	**Phone:**	(239) 221-5035
	Estero, FL 33928	**Fax:**	
Project Name:	Corkscrew Phase 1 - Estero Asphalt Path REV 1	**Bid Number:**	133452022
Project Location:	Corkscrew Rd, Ft Myers, FL	**Bid Date:**	5/4/2022
Addendum #:	1		

Thank You for Considering Cougar Companies.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ROADWAY					
101-1	MOBILIZATION Mob Asphalt - $1,905 Mob Mixer - $1,040 Survey/As-Builts - $7.500	1.00	LS	$10,445.00	$10,445.00
101-1a	BOND (1.5% * $308,836)	1.00	LS	$4,632.00	$4,632.00
120-1	EXCAVATION REGULAR	593.00	CY	$9.00	$5,337.00
120-6	EMBANKMENT	3,401.00	CY	$23.00	$78,223.00
160-4	TYPE B STABILIZATION (LBR 40)	2,681.00	SY	$6.00	$16,086.00
285-704	OPTIONAL BASE, BASE GROUP 04	2,384.00	SY	$16.00	$38,144.00
339-1	MISCELLANEOUS ASPHALT PATH - SP-9.5 (TRAFFIC B) 1.5"	184.00	TON	$205.00	$37,720.00
400-1-11	CONCRETE CLASS NS, GRAVITY WALL	31.00	CY	$975.00	$30,225.00
425-1-541	INLET, DT BOT, TYPE D, <10'	5.00	EACH	$3,780.00	$18,900.00
425-1-549	INLET, DT BOT, TYPE D, <10' (MODIFIED)	1.00	EACH	$4,565.00	$4,565.00
425-1-581	INLET, DT BOT, TYPE E, <10' (MODIFIED)	1.00	EACH	$6,190.00	$6,190.00
425-2-61	MANHOLES, P-8, <10'	1.00	EACH	$7,375.00	$7,375.00
430-175-118	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 18"	208.00	LF	$72.00	$14,976.00
430-175-124	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 24"	96.00	LF	$92.00	$8,832.00
430-175-130	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 30"	247.00	LF	$136.00	$33,592.00
430-175-136	PIPE CULVERT, OPTIONAL MATERIAL, ROUND, 36"	47.00	LF	$146.00	$6,862.00
430-982-125	MITERED END SECTION, OPTIONAL ROUND, 18" CD	2.00	EACH	$2,300.00	$4,600.00
522-2	CONCRETE SIDEWALK, DRIVEWAYS, AND MEDIAN NOSES 6" THICK	-573.00	SY	$32.00	($18,336.00)
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	34.00	TON	$150.00	$5,100.00
				Total Price for above ROADWAY Items:	**$313,468.00**

Total Bid Price: $313,468.00

CONCRETE PATH ALTERNATE					
ROADWAY					
160-4	TYPE B STABILIZATION (LBR 40)	-2,681.00	SY	$6.00	($16,086.00)
285-704	OPTIONAL BASE, BASE GROUP 04	-2,384.00	SY	$16.00	($38,144.00)
339-1	MISCELLANEOUS ASPHALT PATH - SP-9.5 (TRAFFIC B) 1.5"	-184.00	TON	$205.00	($37,720.00)
522-2	CONCRETE SIDEWALK, DRIVEWAYS, AND MEDIAN NOSES 6" THICK	2,384.00	SY	$49.00	$116,816.00
				Total Price for above ROADWAY Items:	**$24,866.00**
				Total Price for above CONCRETE PATH ALTERNATE Items:	**$24,866.00**

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Page 1 of 2

Notes:

- Subject to prompt acceptance within 15 days. We agree to furnish materials and labor at the price(s) set forth above.
- Proposal is based on 5% retainage being held throughout the project. Final retainage to be released within 30 days of final invoice.
- The above breakout of listed items are for comparison purposes only. This is a Lump Sum proposal.
- Proposal based on the plans by Johnson Engineering, print date 1/12/2022.
- Pricing for some of the products included in this quote may be impacted by USTR Section 301 List 3: the proposed China tariff. In the event that the tariff is implemented, we will be forced to pass it on to the market. The actual price of these items may increase up to the rate of the tariff that is imposed.
- Due to critical nature of escalating material costs; asphalt and concrete pricing is subject to change. Should this situation arise, Cougar will provide documentation of material adjustment(s).
- Any deviation of contracted work will require a signed change order.
- Removal and/or replacement of unsuitable or unusable materials (I.e. Rock / Clay / Muck) below grade is not included.
- Cougar is not responsible for utilities not shown.
- All work listed above shall be performed during regular business hours (Mon - Friday). Specific working times (nights / weekends) are subject to additional charges.
- The above proposal is for listed items only.
- Subject to prompt acceptance within 15 days and to all conditions stipulated on the reverse side, we agree to furnish materials and labor at the price(s) set forth above, if 15 days have expired proposal price may still be honored call to verify.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Cougar Contracting LLC**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** David Beal (239) 275-0746 david@cougarcompanies.com

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Page 2 of 2

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: RFQ 2019-03

Project Name: Village of Estero Miscellaneous Contractor Services

Please check as appropriate:

X	I am the sole proprietor/owner. The company is not publicly held.
	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

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

Signed:

Printed Name Andrew Schmitt

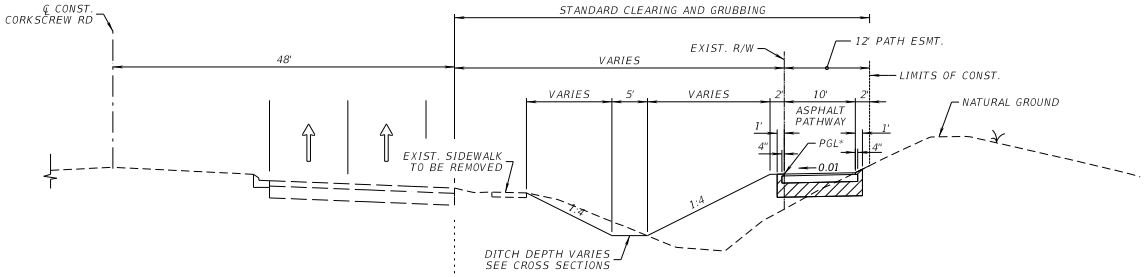
Company Name: Cougar Contracting LLC

Date: November 25, 2019

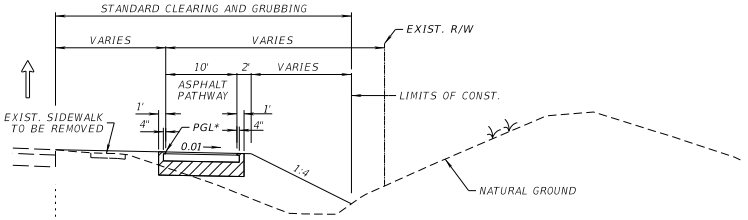
NAMES & ADDRESSES OF OWNERS

Cougar Cutting Inc., 5420 Division Drive, Ft. Myers, FL 33905

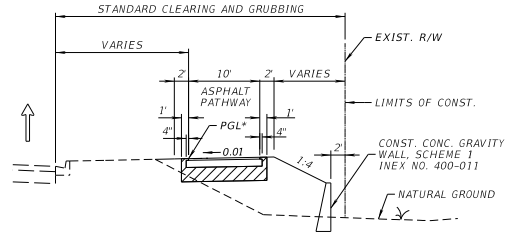

Corkscrew Road Stoneybrook Path Location
Griffin Pkwy
Ben Hill Griffin Pkwy
Corkscrew Rd
Corkscrew Rd
850
Waymouth Run
Lancaster Run
Lancaster Run
Stoneybrook Golf Blvd
850
N
700 ft
Google Earth



TYPICAL SECTION
CORKSCREW ROAD
STA. 638+00.00 TO STA. 641+50.00
STA. 646+50.00 TO STA. 652+20.00



STA. 641+50.00 TO STA. 646+50.00



STA. 653+50.00 TO STA. 656+00.00

10' ASPHALT PATHWAY

OPTIONAL BASE GROUP 4 WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B) (1.5")
TYPE B STABILIZATION (LBR 40) (12")

* PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.

** SLOPE VARIES (1:4 MAX.) – SEE CROSS SECTIONS

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

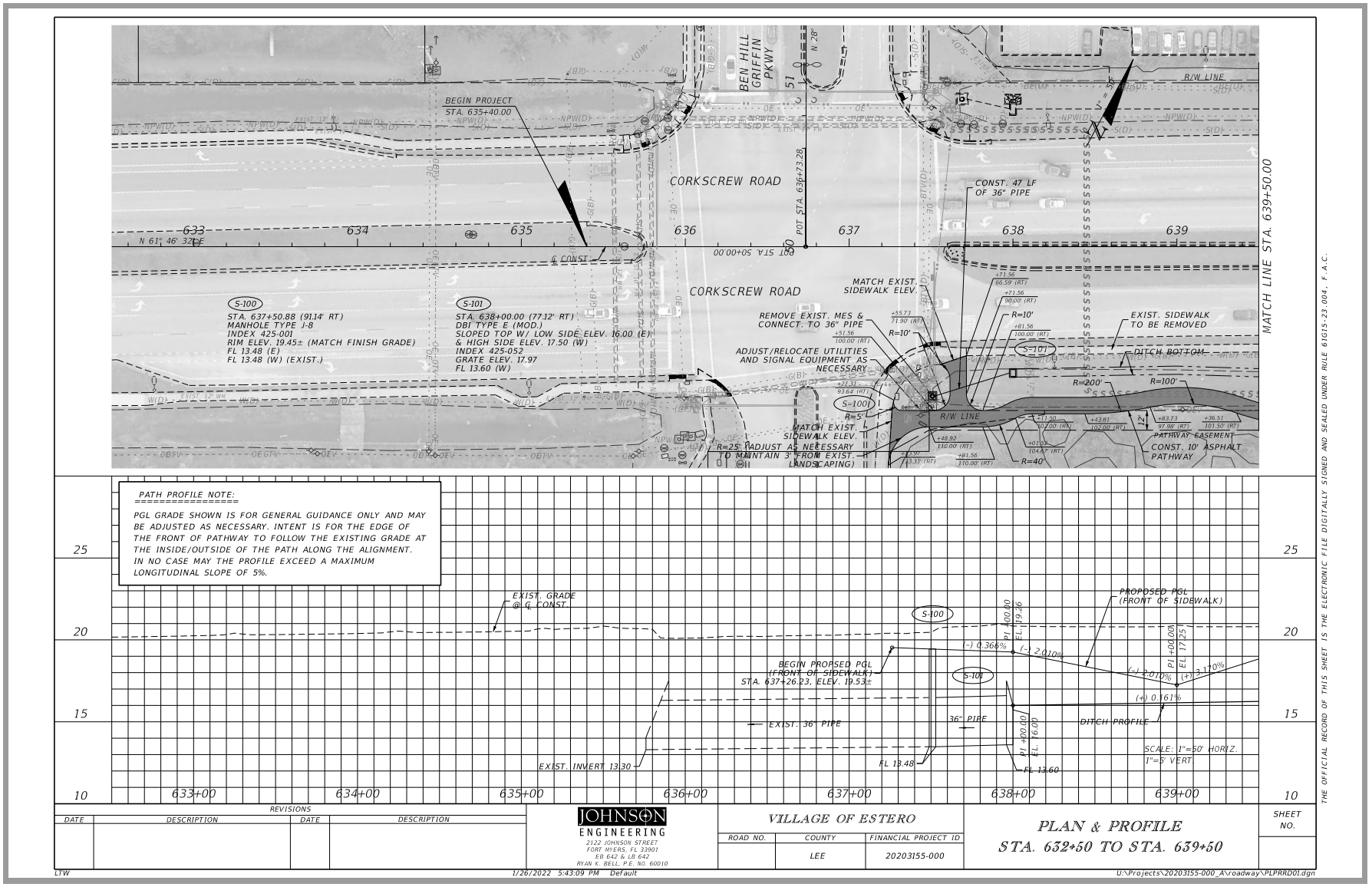
VILLAGE OF ESTERO

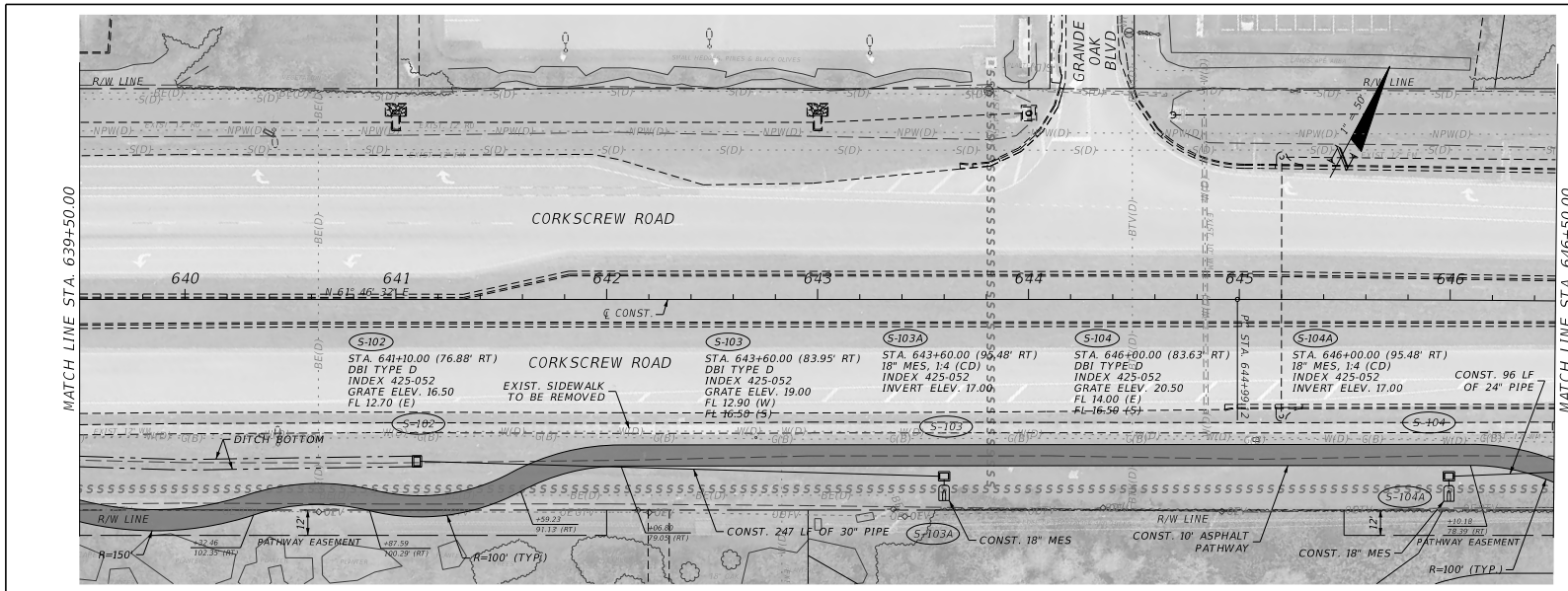
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

TYPICAL SECTION (RT)

SHEET NO. 5

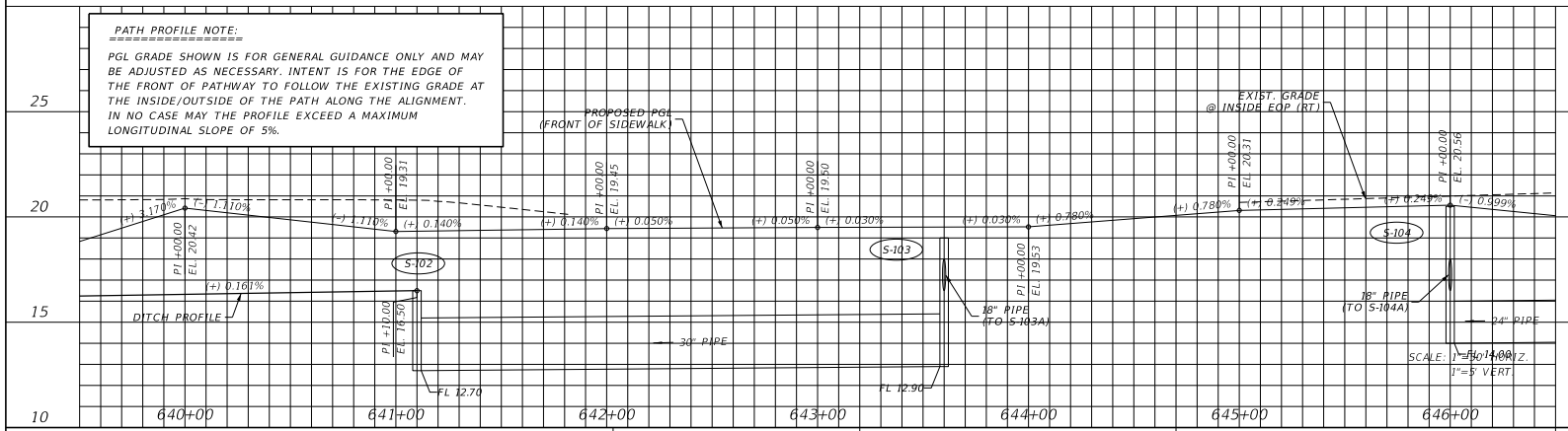
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BEGIN PROJECT
STA. 635+40.00
BEN HILL GRIFFIN PKWY
CORKSCREW ROAD
CONST. 47 LF OF 36" PIPE
MATCH LINE STA. 639+50.00
633
634
635
636
637
638
639
N 61° 46' 32" E
℄ CONST
POT STA 636+73.28
POT STA 50+00.00
MATCH EXIST. SIDEWALK ELEV.
S-100
STA. 637+50.88 (91.14' RT)
MANHOLE TYPE J-8
INDEX 425-001
RIM ELEV. 19.45± (MATCH FINISH GRADE)
FL 13.48 (E)
FL 13.48 (W) (EXIST.)
S-101
STA. 638+00.00 (77.12' RT)
DBI TYPE E (MOD.)
SLOPED TOP W/ LOW SIDE ELEV. 16.00 (E)
& HIGH SIDE ELEV. 17.50 (W)
INDEX 425-052
GRATE ELEV. 17.97
FL 13.60 (W)
REMOVE EXIST. MES & CONNECT. TO 36" PIPE
ADJUST/RELOCATE UTILITIES AND SIGNAL EQUIPMENT AS NECESSARY
EXIST. SIDEWALK TO BE REMOVED
DITCH BOTTOM
R=10'
R=200'
R=100'
R=5'
R=40'
R=25' (ADJUST AS NECESSARY TO MAINTAIN 3' FROM EXIST. LANDSCAPING)
R/W LINE
PATHWAY EASEMENT
CONST. 10' ASPHALT PATHWAY
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
EXIST. GRADE @ ℄ CONST.
PROPOSED PGL (FRONT OF SIDEWALK)
BEGIN PROPSED PGL (FRONT OF SIDEWALK) STA. 637+26.23, ELEV. 19.53±
EXIST. 36" PIPE
EXIST. INVERT 13.30
36" PIPE
FL 13.48
FL 13.60
DITCH PROFILE
(-) 0.366%
(-) 2.010%
(-) 3.010%
(+) 3.170%
(+) 0.161%
PI +00.00 EL. 19.26
PI +00.00 EL. 17.25
PI +00.00 EL. 16.00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
25
20
15
10
633+00
634+00
635+00
636+00
637+00
638+00
639+00
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 632+50 TO STA. 639+50
SHEET NO.
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PATH PROFILE NOTE:

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

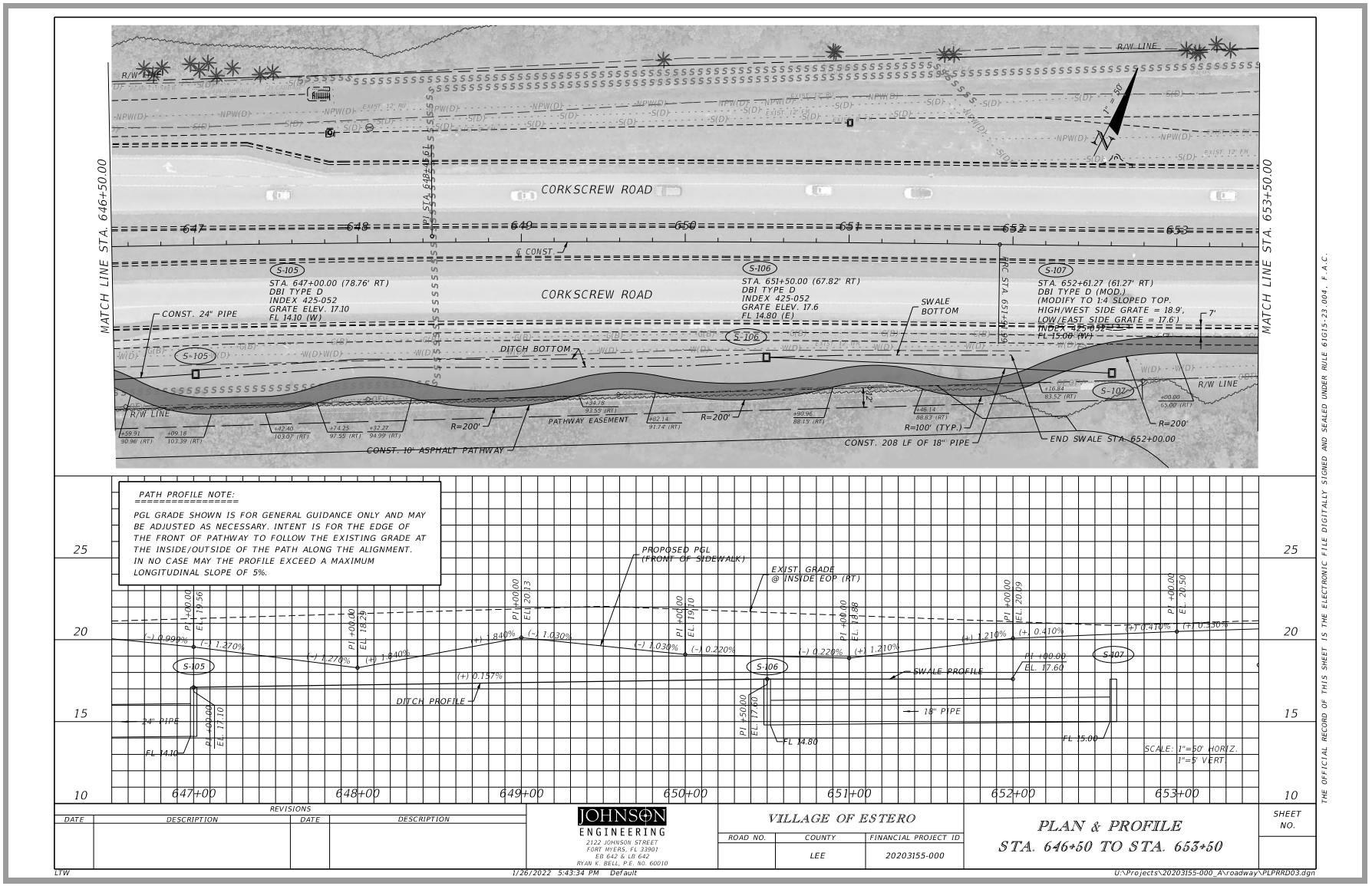
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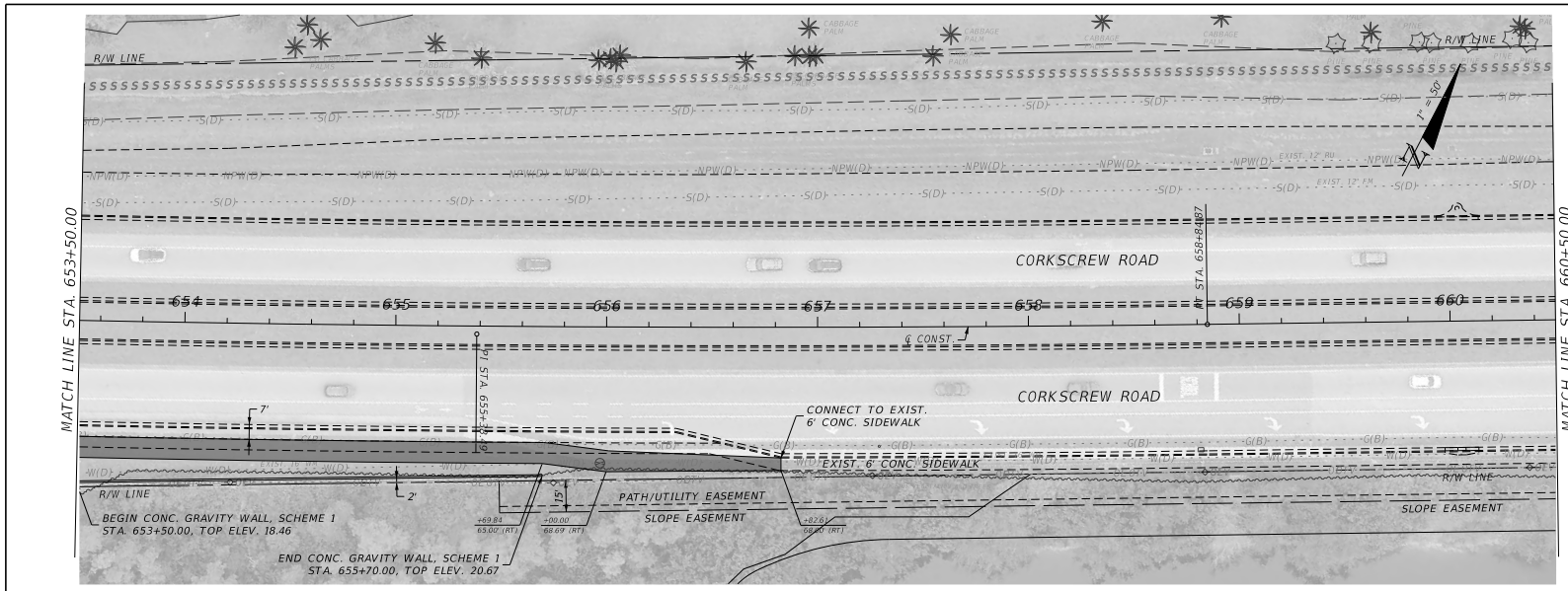
PLAN & PROFILE
STA. 639+50 TO STA. 646+50

SHEET NO.

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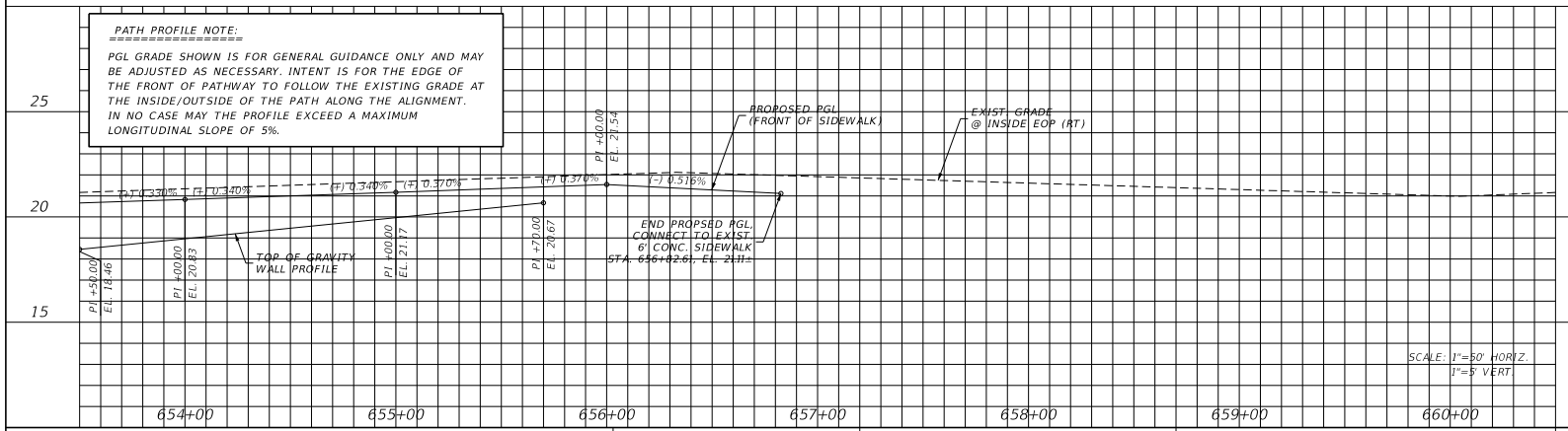
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CORKSCREW ROAD
MATCH LINE STA. 646+50.00
MATCH LINE STA. 653+50.00
R/W LINE
S-105
STA. 647+00.00 (78.76' RT)
DBI TYPE D
INDEX 425-052
GRATE ELEV. 17.10
FL 14.10 (W)
CONST. 24" PIPE
S-106
STA. 651+50.00 (67.82' RT)
DBI TYPE D
INDEX 425-052
GRATE ELEV. 17.6
FL 14.80 (E)
DITCH BOTTOM
SWALE BOTTOM
S-107
STA. 652+61.27 (61.27' RT)
DBI TYPE D (MOD.)
(MODIFY TO 1:4 SLOPED TOP.
HIGH/WEST SIDE GRATE = 18.9',
LOW/EAST SIDE GRATE = 17.6')
INDEX 425-052
FL 15.00 (W)
7'
R=200'
R=100' (TYP.)
PATHWAY EASEMENT
CONST. 10' ASPHALT PATHWAY
CONST. 208 LF OF 18" PIPE
END SWALE STA. 652+00.00
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
PROPOSED PGL (FRONT OF SIDEWALK)
EXIST. GRADE @ INSIDE EOP (RT)
SWALE PROFILE
DITCH PROFILE
18" PIPE
24" PIPE
FL 14.10
FL 14.80
FL 15.00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
647+00
648+00
649+00
650+00
651+00
652+00
653+00
REVISIONS
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 646+50 TO STA. 653+50
SHEET NO.
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PATH PROFILE NOTE:

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SCALE: 1"=50' HORIZ.
1"=5' VERT.

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JOHNSON ENGINEERING
2122 JOHNSON STREET
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RYAN K. BELL, P.E. NO. 60010

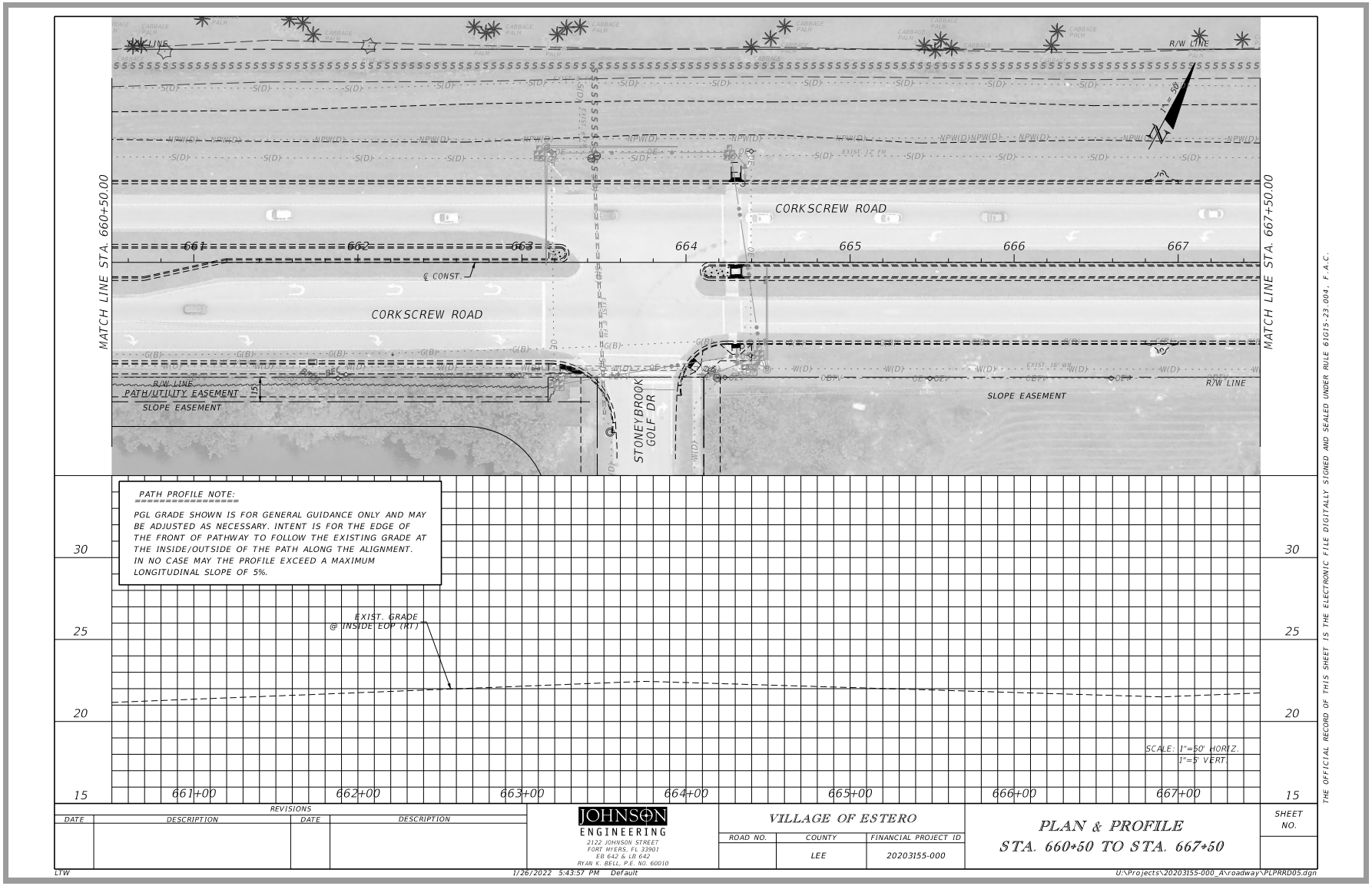
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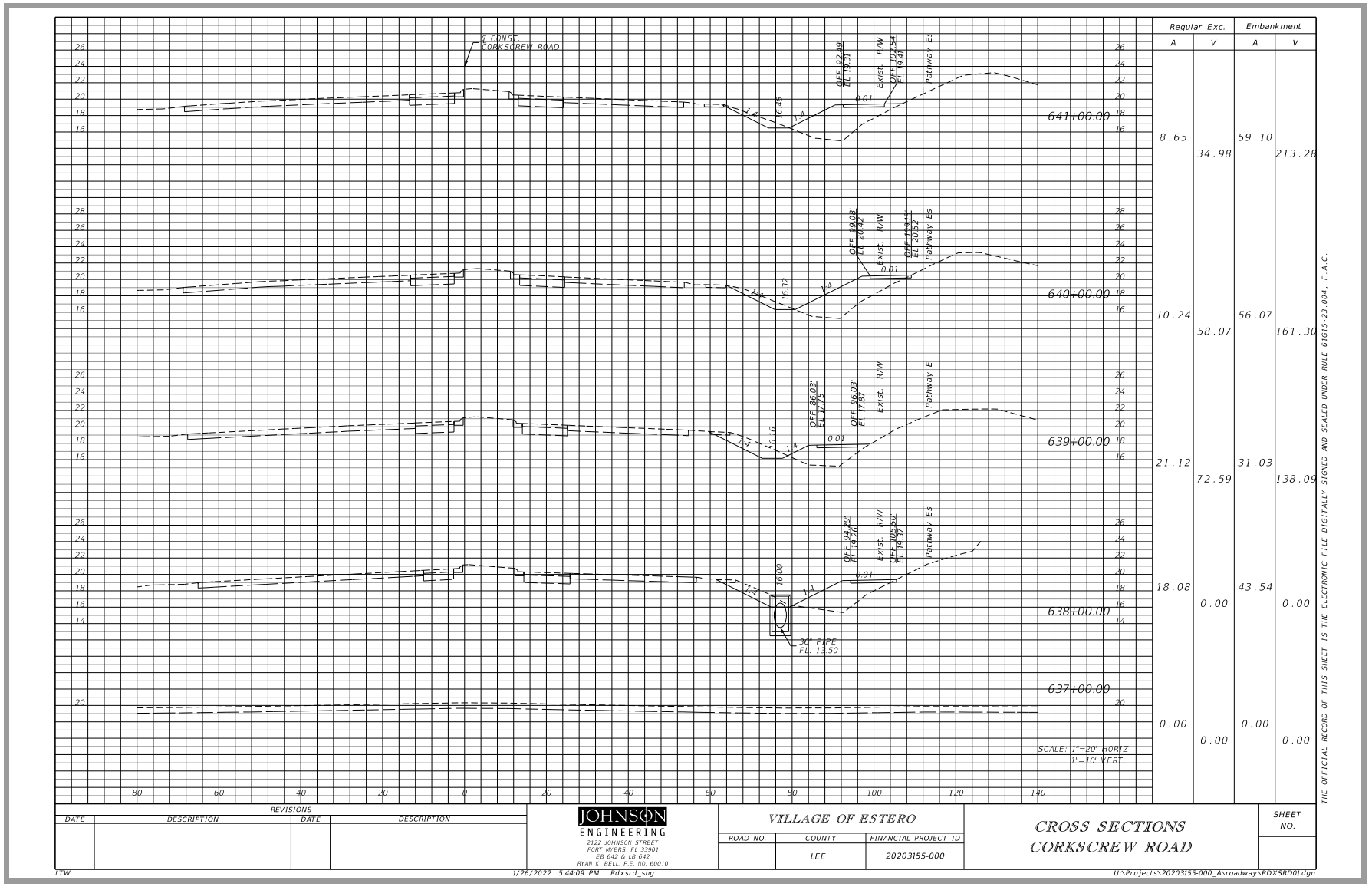
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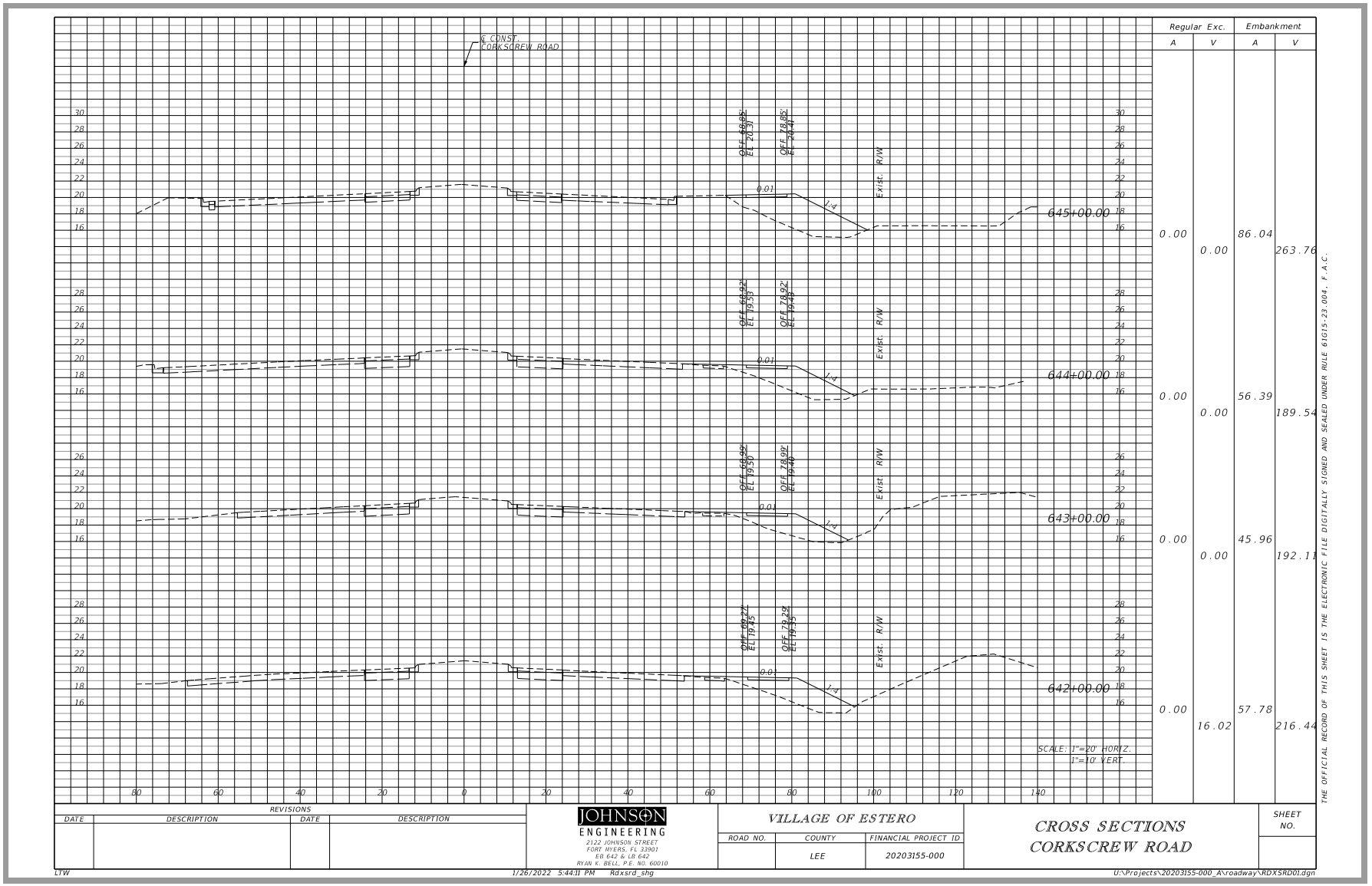
PLAN & PROFILE
STA. 653+50 TO STA. 660+50

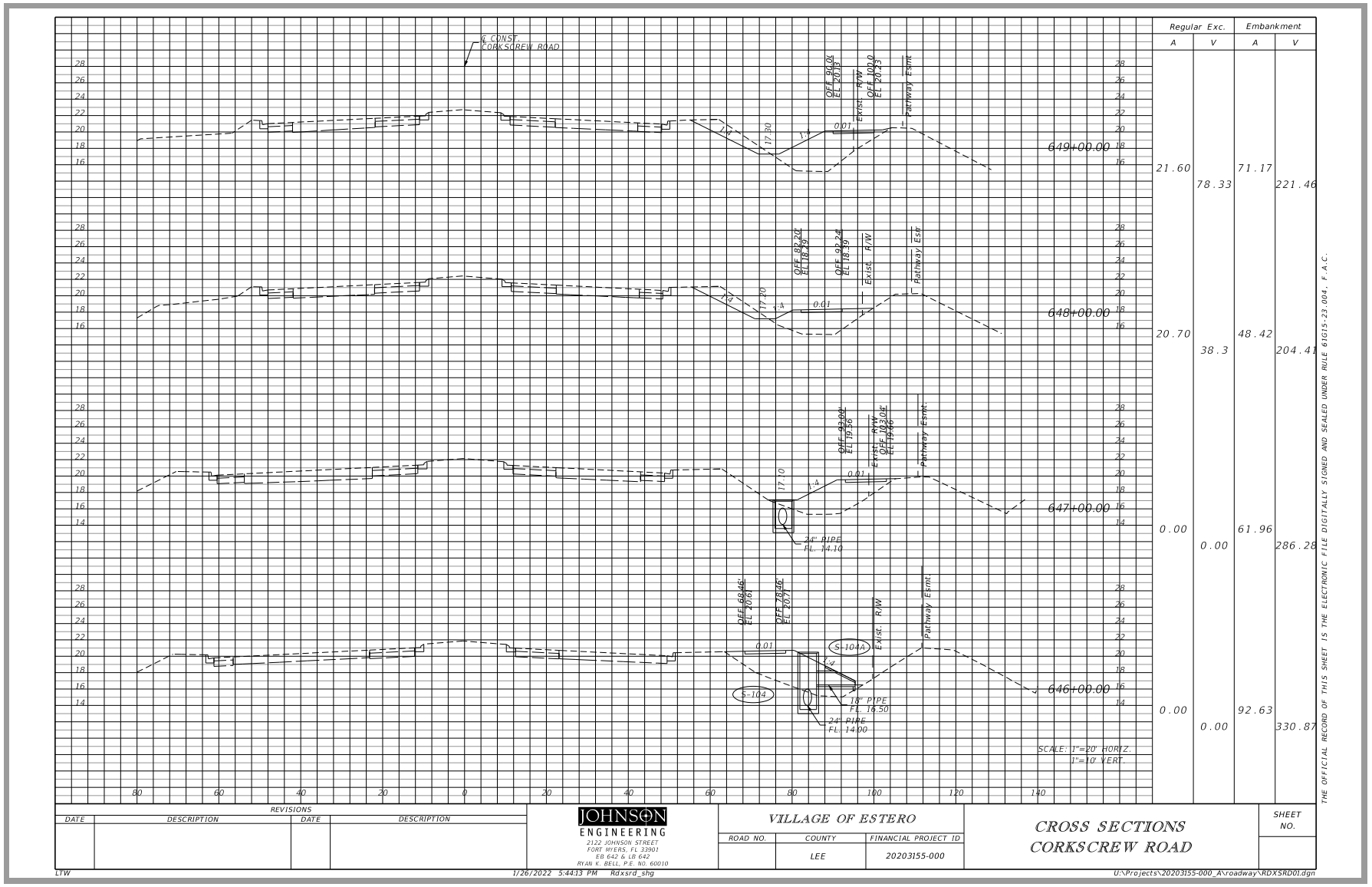
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MATCH LINE STA. 660+50.00
MATCH LINE STA. 667+50.00
R/W LINE
CORKSCREW ROAD
661
662
663
664
665
666
667
℄ CONST.
CORKSCREW ROAD
R/W LINE
PATH/UTILITY EASEMENT
SLOPE EASEMENT
15'
STONEYBROOK GOLF DR
SLOPE EASEMENT
R/W LINE
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
EXIST. GRADE @ INSIDE EOP (RT)
30
25
20
15
661+00
662+00
663+00
664+00
665+00
666+00
667+00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
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DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 660+50 TO STA. 667+50
SHEET NO.
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℄ CONST.
CORKSCREW ROAD
OFF 92.49'
EL 19.31
Exist. R/W
OFF 107.54'
EL 19.41
Pathway Es
641+00.00
OFF 99.08'
EL 20.42
OFF 109.22'
EL 20.52
640+00.00
OFF 86.03'
EL 17.73
OFF 96.03'
EL 17.81
Pathway E
639+00.00
OFF 94.29'
EL 19.26
OFF 105.50'
EL 19.37
638+00.00
36" PIPE
FL. 13.50
637+00.00
Regular Exc.
Embankment
A
V
8.65
34.98
59.10
213.28
10.24
58.07
56.07
161.30
21.12
72.59
31.03
138.09
18.08
0.00
43.54
0.00
0.00
0.00
0.00
0.00
SCALE: 1"=20' HORIZ.
1"=10' VERT.
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
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DESCRIPTION
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2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
LTW
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℄ CONST.
CORKSCREW ROAD
OFF 68.85'
EL 20.31
OFF 78.85'
EL 20.41
Exist. R/W
0.01
1:4
645+00.00
OFF 68.92'
EL 19.53
OFF 78.92'
EL 19.43
644+00.00
OFF 68.99'
EL 19.50
OFF 78.99'
EL 19.40
643+00.00
OFF 69.27'
EL 19.45
OFF 79.29'
EL 19.35
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Regular Exc.
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0.00
86.04
263.76
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56.39
189.54
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45.96
192.11
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16.02
57.78
216.44
SCALE: 1"=20' HORIZ.
1"=10' VERT.
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
LEE
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
LTW
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℄ CONST.
CORKSCREW ROAD
649+00.00
648+00.00
647+00.00
646+00.00
OFF 90.06
EL 20.19
OFF 100.00
EL 20.33
Exist. R/W
Pathway Esmt.
OFF 82.20
EL 18.49
OFF 92.24
EL 18.39
OFF 83.00
EL 19.56
OFF 93.04
EL 19.48
OFF 68.46
EL 20.61
OFF 78.46
EL 20.71
17.20
17.10
0.01
24" PIPE
FL. 14.10
S-104A
S-104
18" PIPE
FL. 16.50
24" PIPE
FL. 14.00
SCALE: 1"=20' HORIZ.
1"=10' VERT.
Regular Exc.
Embankment
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21.60
78.33
71.17
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20.70
38.3
48.42
204.41
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61.96
286.28
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330.87
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
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CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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	Regular Exc.		Embankment	
	A	V	A	V
653+00.00	2.55	32.91	15.56	132.39
652+00.00	15.22	63.54	55.93	194.43
651+00.00	19.09	73.96	49.06	184.80
650+00.00	20.94	78.78	50.73	225.74

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

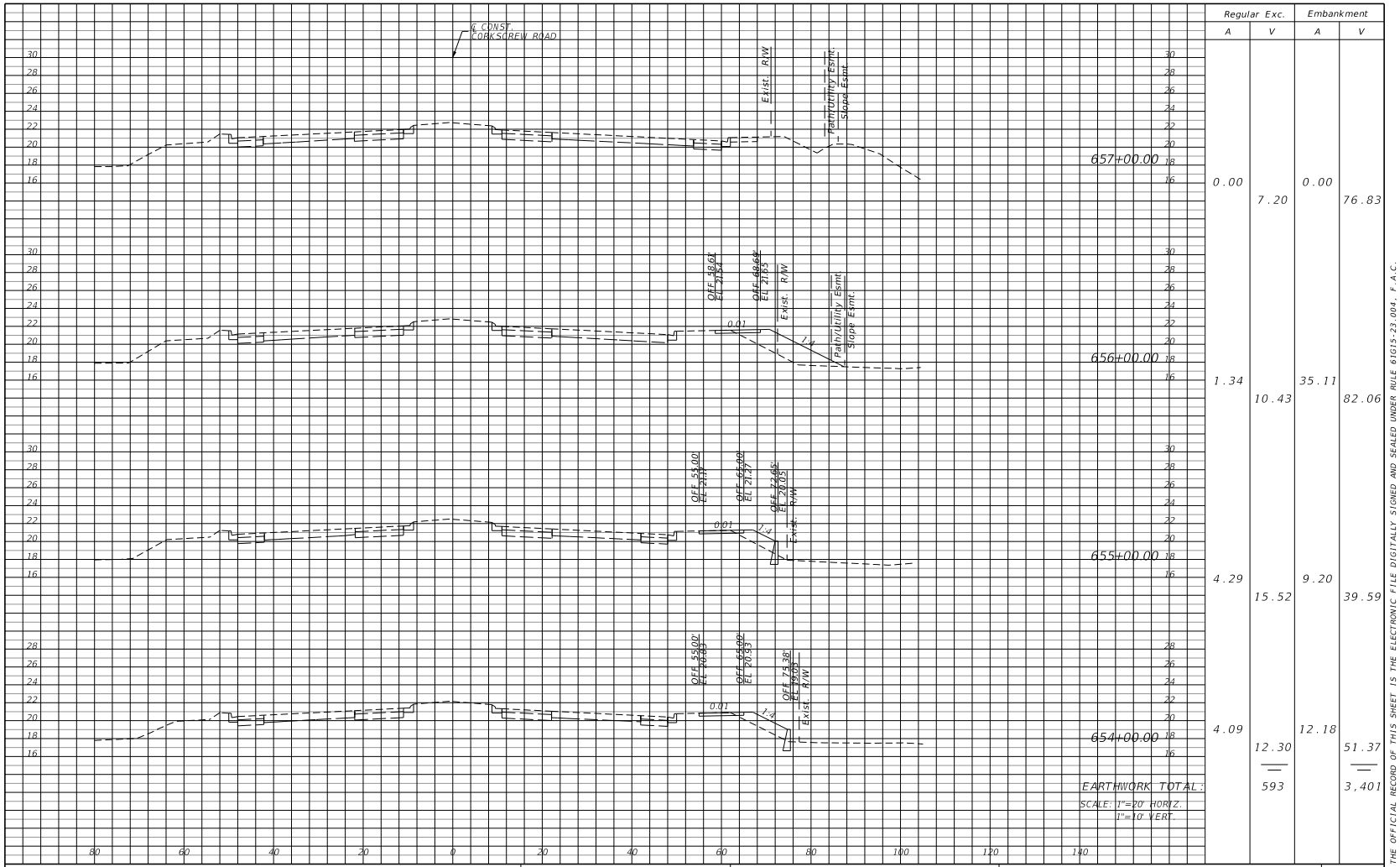
VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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	Regular Exc.		Embankment	
	A	V	A	V
657+00.00	0.00	7.20	0.00	76.83
656+00.00	1.34	10.43	35.11	82.06
655+00.00	4.29	15.52	9.20	39.59
654+00.00	4.09	12.30	12.18	51.37
EARTHWORK TOTAL:		593		3,401

SCALE: 1"=20' HORIZ.
1"=10' VERT.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Corkscrew Road Stoneybrook Path Construction Engineering and Inspection (CEI) Contract – AIM Engineering & Surveying

Motion to approve Misc. Professional Services contract EC 2020-27 STA 02 with AIM Engineering & Surveying for CEI Services for the Corkscrew Road Stoneybrook Path Construction, including a 10% contingency.

Background:

The Village of Estero entered into an Interlocal Agreement with Lee County in June 2020 for Corkscrew Road Improvements. The agreement outlined that they Village of Estero will construction pathway, landscaping and street lighting improvements and the County will pay the Village the cost they would have incurred installing those improvements.

The Village's consultant, Johnson Engineering is working on the design and permitting for pathways, landscaping and street lighting along Corkscrew Road. A portion of the path is proposed to be constructed in easement on private property in several locations. The majority of these improvements will be constructed after the County finishes the ongoing widening project. However, the Village, County and County's contractor are looking for opportunities to expedite portions of the project where it will not slow the widening project.

Description:

Construction timing for the County's widening project, has provided the opportunity to construct a portion of the pathway now, instead of waiting until the road widening is complete. The contractor will be grading the road shoulder and ditch on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to Stoneybrook Golf Drive. The Village's consultant was also able to complete the pathway design in this location. The 10-ft path along the Stoneybrook Golf Drive turn lane is not able to be built at this time due to the existing power poles. The pole may need to be removed to install the path and adequate landscaping to buffer Stoneybrook. The pathway locations and construction plans have been attached.

The Village has worked with Stoneybrook and TAQ (property owners) to obtain sidewalk easements to construct the proposed sidewalks.

Due to limited staff, the Village of Estero does not have the ability to observe and inspect the construction of the pathway.

AIM Engineering & Surveying is the Construction, Engineering, Inspection (CEI) contractor for the County's Corkscrew Road widening project and are one of the firms on the Village's Misc. Professional Services list (RFQ 2020-01). As a result, AIM Engineering & Surveying is uniquely qualified to provide CEI services the pathway.

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

Action Requested:

Approve Misc. Professional Services contract EC 2020-07 STA 02 with AIM Engineering and Surveying for $42,211.13 for CEI service on the Corkscrew Road Stoneybrook path construction.

Also approve a contingency fund amount of $4,200 (an amount equal to 10% of the total project cost) to cover unforeseen circumstances which may occur.

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

Process and Timeline:

CEI Services will last the duration of the approximately 6-month construction of the pathway.

Financial Impact:

Fiscal impact is $46,411.13 which includes the contract amount of $42,211.13 plus a 10% contingency of $4,200.

The Fiscal Year 2021-2022 budget includes $4.2 million for the design and permitting and construction of pathway, landscaping, street lighting along Corkscrew Road.

Prepared by: David Willems, P.E.

Attachments:

1. EC 2020-27 Supplemental Task Authorization (STA)-02
2. Ownership Disclosure
3. Projection Location Map
4. Construction Plans

Misc. Professional Services

EC 2020-27

STA No. 02

Project Name: Corkscrew Rd Stoneybrook Path CEI

Consultant: AIM Engineering & Surveying, Inc.

Village of Estero Contract No.: EC2020-27

Village of Estero Account Number: 300-700-5416311

Brief Description: AIM will provide construction engineering and inspection services for the construction of the pathway on the south side of Corkscrew Road from Stoneybrook Golf Blvd. to the Stoneybrook Golf Drive turn lane.

Total Fees: $42,211.13

The Consultant shall perform the services outlined in the attached Exhibit A – Scope of Services and Fees, under the terms and conditions outlined in the above referenced Village of Estero Contract No. EC2020-27.

Consultant: AIM Engineering & Surveying

By: _____

Name: _____

Title: _____

Date: _____

Village of Estero

By: _____

Name: Steve Sarkozy

Title: Village Manager

Date: _____

Attachments:
Exhibit A – Scope of Services & Fees

AIM Engineering & Surveying, Inc.

Corporate Office
2161 Fowler Street
Suite 100
Fort Myers, FL 33901

239-332-4569
800-226-4569
Fax: 855-731-7971
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

Mr. David Willems P.E.
Public Works Director
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

RE: Corkscrew Road Widening Phase 1 (FPID 446337-1-54-01)
CEI Services – Added Multi-Use Path

Dear Mr. Willems:

This letter is submitted as our proposal to provide the proposed CEI Inspection Services and assisting the Village of Estero on the construction of a multi-use path within the ongoing Lee County Corkscrew Road Widening Phase 1 Project.

Scope of Work

Cougar Contracting, LLC is currently constructing the Corkscrew Road Widening Phase 1 project for Lee County. AIM Engineering & Surveying, Inc. (herein after referred to as the "CONSULTANT") is currently serving as CEI for Lee County. The Village of Estero (herein after referred to as the 'VILLAGE") is entering into a separate contract with Cougar to construct a multi-use path (herein after referred to as the "project") within the works limits of this ongoing Corkscrew Road Widening Phase 1 Lee County project, more specifically between Ben Hill Griffin Pkwy and Stoneybrook Golf Dr. The VILLAGE has requested the services of AIM to also provide professional engineering CEI services for construction of the VILLAGE's multi-use path within the County's project.

TASK 1: CIVIL ENGINEERING INSPECTION (CEI)

General

CONSULTANT will provide CEI services to the VILLAGE to administer the construction agreement for the multi-use path between Ben Hill Griffin Pkwy and Stoneybrook Golf Dr. as described in the following sections.

CONSULTANT shall provide on-site inspection services during construction, as necessary, to observe the general progress and quality of the various aspects of the Contractor's work. Such visits and observations by CONSULTANT are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve detailed inspections of work beyond the responsibilities specifically assigned to CONSULTANT in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, CONSULTANT shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and CONSULTANT shall keep the VILLAGE informed of the progress of such work. The responsibilities of CONSULTANT contained in this paragraph are expressly subject to the limitations set forth and other express or general limitations of this Agreement.

CONSULTANT shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall 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 Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or

orders applicable to Contractor's furnishing and performing the work. Accordingly, CONSULTANT neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Survey Control
The CONTRACTOR will establish the specific survey requirements prior to construction.

Off-Site Inspection
Inspection of off-site production and/or fabrication is not included in this proposal for CEI Services.

Sampling and Testing
Sampling and Testing are not included in this proposal for CEI Services.

Engineering Services
CONSULTANT shall endeavor to coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the CONSULTANT is not liable to the VILLAGE for failure of such parties to follow written direction issued by the CONSULTANT.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. CONSULTANT shall perform the following services:

- Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion and Sediment Control Training and Certification Program for Inspectors and Contractors." The CONSULTANT's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435, "Final NPDES General Permits for Stormwater Discharges from Construction Sites" and guidelines developed by FDOT.

- Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

- Facilitate communications between Utility Agency's representatives, VILLAGE's staff and Contractors in execution of the work and provide assistance in the resolution of utility issues. CONSULTANT shall not be responsible for the utility relocation work or final location placed. All utility relocations required shall be coordinated between the Contractor and Utility Agencies.

- Produce daily reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the VILLAGE to make timely payment to the Contractor.

- CONSULTANT shall have a digital camera for photographic documentation of preconstruction state and of noteworthy incidents or events during construction.

- Other Management Engineering Services shall include, but are not limited to, the following:

- CONSULTANT shall schedule and conduct a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

- CONSULTANT shall maintain, on a daily basis, a complete and accurate record of all activities and events, including but not limited to, manpower, equipment, subcontractors, accidents, weather and other significant data, and events relating to the project and a record of all work completed by the Contractor, including quantities of pay items in conformity with Final Estimates preparation procedures and specifications, and shall submit a copy monthly. CONSULTANT shall immediately report apparent significant changes in quantity, time or cost as they are noted. CONSULTANT shall maintain a daily Construction Diary which shall outline all activity on the project each day. CONSULTANT shall attempt to contact the Contractor on a daily basis to verify if the Contractor will be on site. If the Contractor will not be on site, the CONSULTANT will not perform field inspection but will produce a daily report documenting such. All emergencies shall be reported immediately to the VILLAGE, but in no case in excess of 24 hours.

- CONSULTANT shall maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

- CONSULTANT shall maintain a complete log of all submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. The Engineer of Record shall review all shop drawings. CONSULTANT shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations and evaluate any circumstances which affect the progress or cost of the work. CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. Shop drawings shall also include any manual or similar documents outlining proposed construction procedures submitted by the Contractor.

- Prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date on a monthly basis. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the Monthly Progress Estimate and compared to the Contractor's estimate in sequence.

- Provide to the Contractor interpretations of the plans, specifications and contract provisions. CONSULTANT shall consult with the VILLAGE when an interpretation involves complex issues and may have an impact on the cost of performing the work. When warranted, the VILLAGE may request an interpretation from the Engineer of Record.

- Analyze problems that arise on the project and/or all proposal submitted by the Contractor and prepare a recommendation to the VILLAGE with appropriate justification and documentation.

- Analyze changes to the plans, specifications or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is clearly not within the scope of the original contract. Recommend such changes to the VILLAGE for approval.

- In the event that the Contractor gives notice, either written or verbal, that he deems certain work being performed by him to be beyond the scope of the construction contract

and he intends to claim for additional time or compensation, maintain accurate records of the costs involved in such work. These records shall include manpower and equipment hours and materials installed (temporary or permanent) in the portion of the work in dispute.

- In the event that the Contractor submits a claim for additional compensation, analyze the submittal and prepare a recommendation to the VILLAGE covering validity and reasonableness of charges and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete, accurate cost account and other records of work involved in claims.

- In the event that the Contractor submits a request for extension of the allowable contract time, analyze the request and prepare a recommendation to the VILLAGE covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

- Upon identification of a proposed changed condition or construction contract change, the extent of change shall be analyzed and an order of magnitude estimate of cost and time change, if any, will be prepared. Prior to receipt of the Contractor's estimate, prepare the fair cost estimate.

- Assist the VILLAGE in negotiating all changes with the Contractor. CONSULTANT shall determine a fair cost estimate when deemed necessary by the VILLAGE. VILLAGE will review and approve recommended changes in cost and time. CONSULTANT shall prepare change order documents subject to VILLAGE approval and the VILLAGE along with the CONSULTANT will track the status of each one until executed. CONSULTANT shall prepare supplement and back up documentation when required by the VILLAGE.

- Assist appropriate VILLAGE personnel in preparing for arbitration hearings or litigation with any aspect of the project covered by this Agreement.

- Monitor the construction contract to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the VILLAGE immediately. VILLAGE will provide to CONSULTANT a copy of each permit within the Project limits.

- Assist in the coordination between the Contractor and utility companies so that conflicting utilities are removed, adjusted or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the VILLAGE's procedures.

- CONSULTANT's Project Manager will assist bi-weekly meetings as necessary with the respective Contractor, sub-contractor and/or utility companies to review plans, schedules, problems or other areas of concern. The results of these meetings will be recorded on the Engineer's Bi-weekly Meeting Summary with minutes distributed to all affected parties including the VILLAGE.

- Conduct and document field reviews of the maintenance of traffic operation after normal working hours, weekends, and holidays if maintenance of traffic represents a potential hazard to the public.

- CONSULTANT shall record the progress of work by taking color photographs of pertinent construction activities. The extent and frequency of the photographs shall be determined by the CONSULTANT unless specifically dictated otherwise by the VILLAGE. Photographic documentation of noteworthy incidents or events shall be made including, but not limited to, the following:

  - Pre-Construction Photographs
  - Exceptional Progress of Work
  - Accidents Showing Damage
  - Unsafe Working Conditions
  - Unusual Construction Techniques
  - Damaged Equipment or Materials
  - Any Activities which may Result in Claims

- Project photographs shall be furnished, as soon as available and upon request, to the VILLAGE. Pertinent photographs will be maintained and available for viewing at the project office throughout the course of construction.

- VILLAGE shall be responsible for the review and acceptance of the Contractor's progress schedule. CONSULTANT shall review the schedule to ensure that all general work efforts are addressed, that the schedule is following a logical approach to the job, that it is following sound engineering and construction practices and that it identifies all critical path work. CONSULTANT shall monitor the schedule and on a monthly basis, and after a review with the Contractor, advise the VILLAGE of any areas the Contractor appears to be falling behind.

Length of Service
The proposed CEI Services are for a duration of 90 days (assumes a construction duration of 90 days) for the multi-use path.

FEE SUMMARY TABLE

Task	Description	Fee Type	Fee Amount
1	CEI Services	Lump Sum	$42,211.13
		Total:	**$42,211.13**

AIM Engineering & Surveying, Inc. will self-perform Tasks 1 and will bill monthly.

We appreciate the opportunity to work for the Village of Estero. If you have any questions or concerns, please email me at lflynn@aimengr.com or contact me directly at 239.872.2613.

Sincerely,
AIM Engineering & Surveying, Inc.

Lee Flynn, P.E.
Principal

CN No.: CN 2022-06

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: 2022-06

Project Name: Miscellaneous Professional Services

Please check as appropriate:

_____	I am the sole proprietor/owner. The company is not publicly held.
X	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
_____	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

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

Signed: _____
Vendor

Printed Name Jerron Hull, PE

Company Name: AIM Engineering & Surveying, Inc.

Date: March 28, 2022

CN No.: CN 2022-06

NAMES & ADDRESSES OF OWNERS

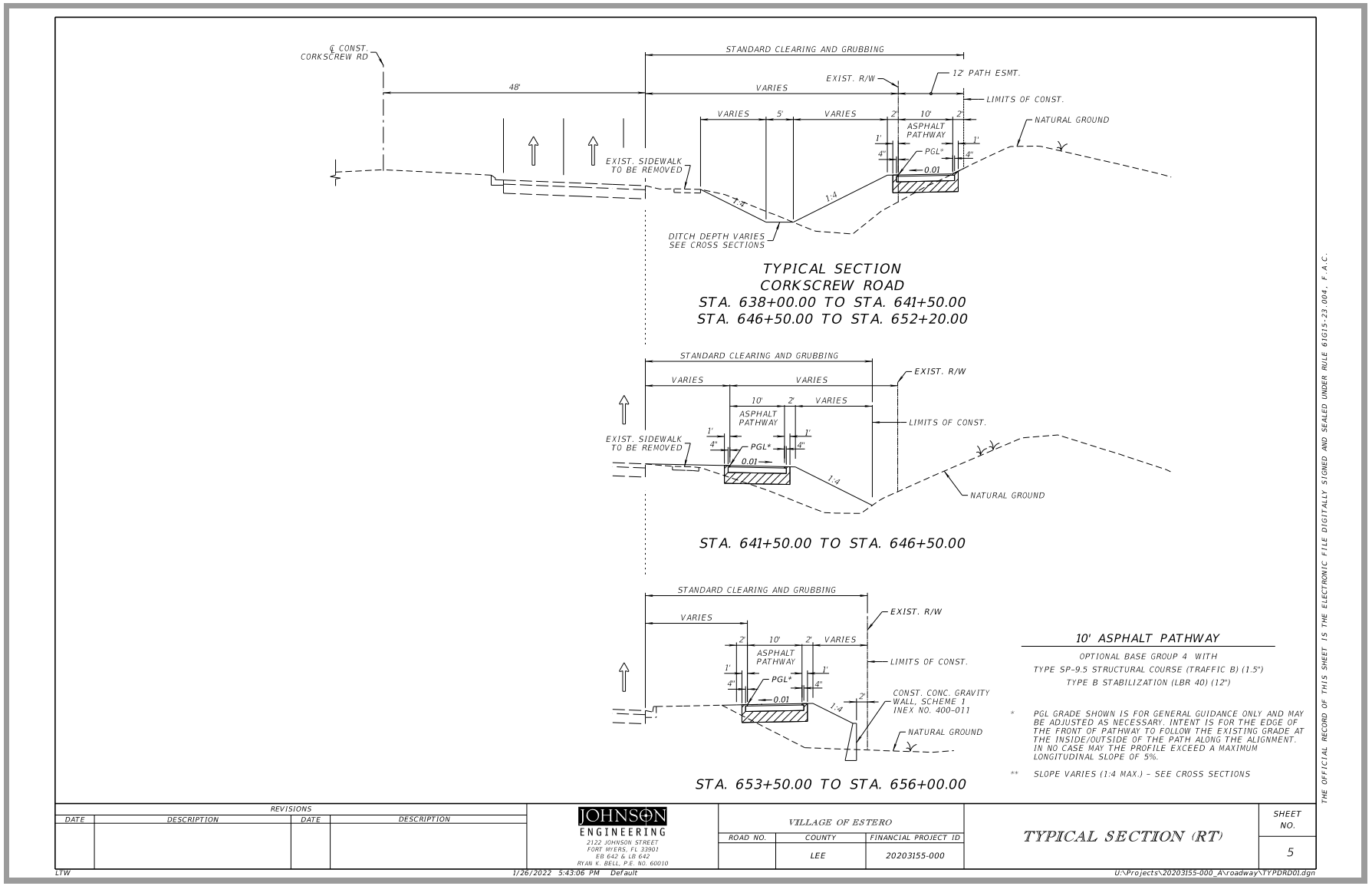
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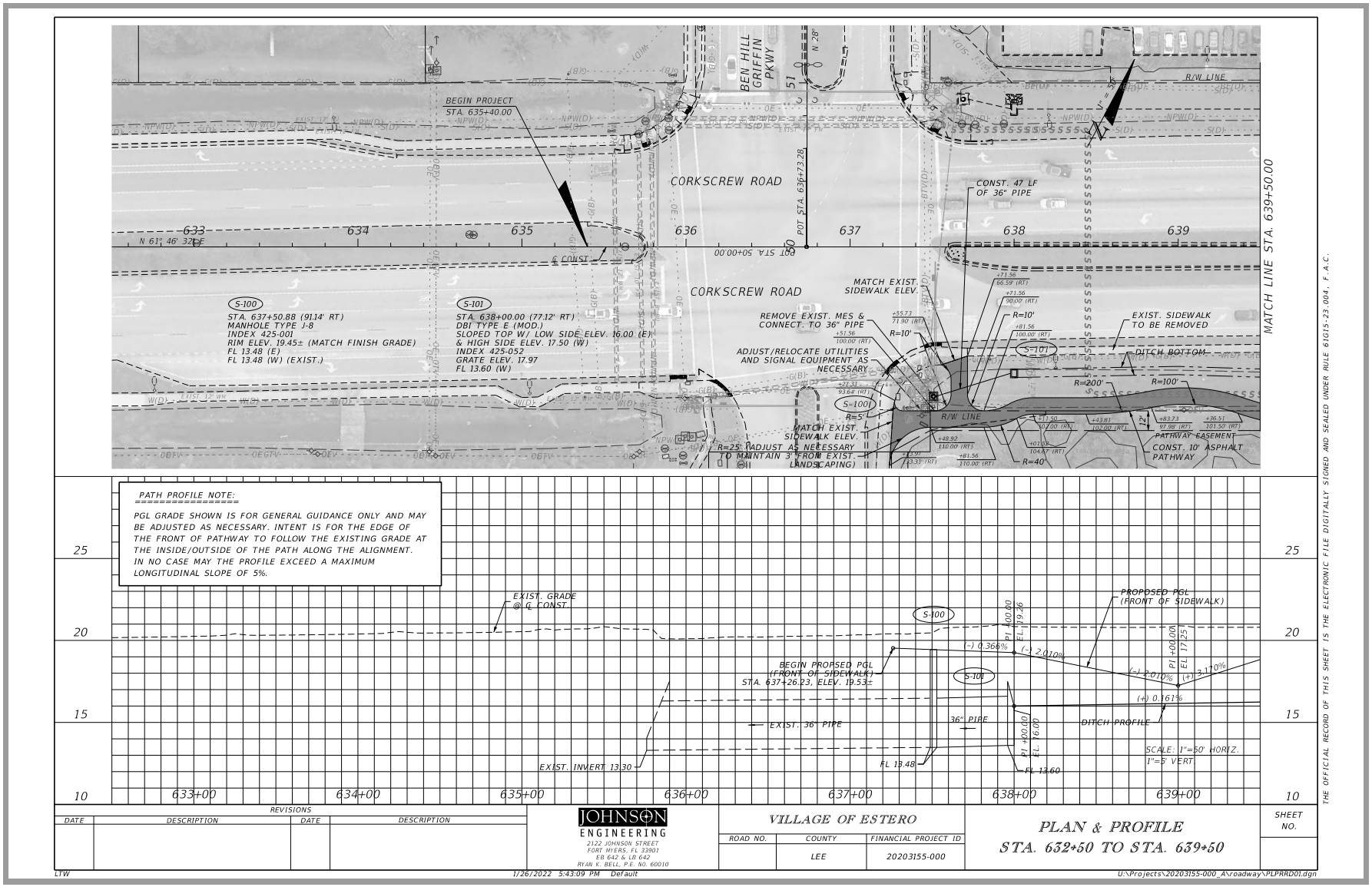
James Hull, PE, PSM - Chair / 2161 Fowler Street, Suite 100, Fort Myers, Florida 33901

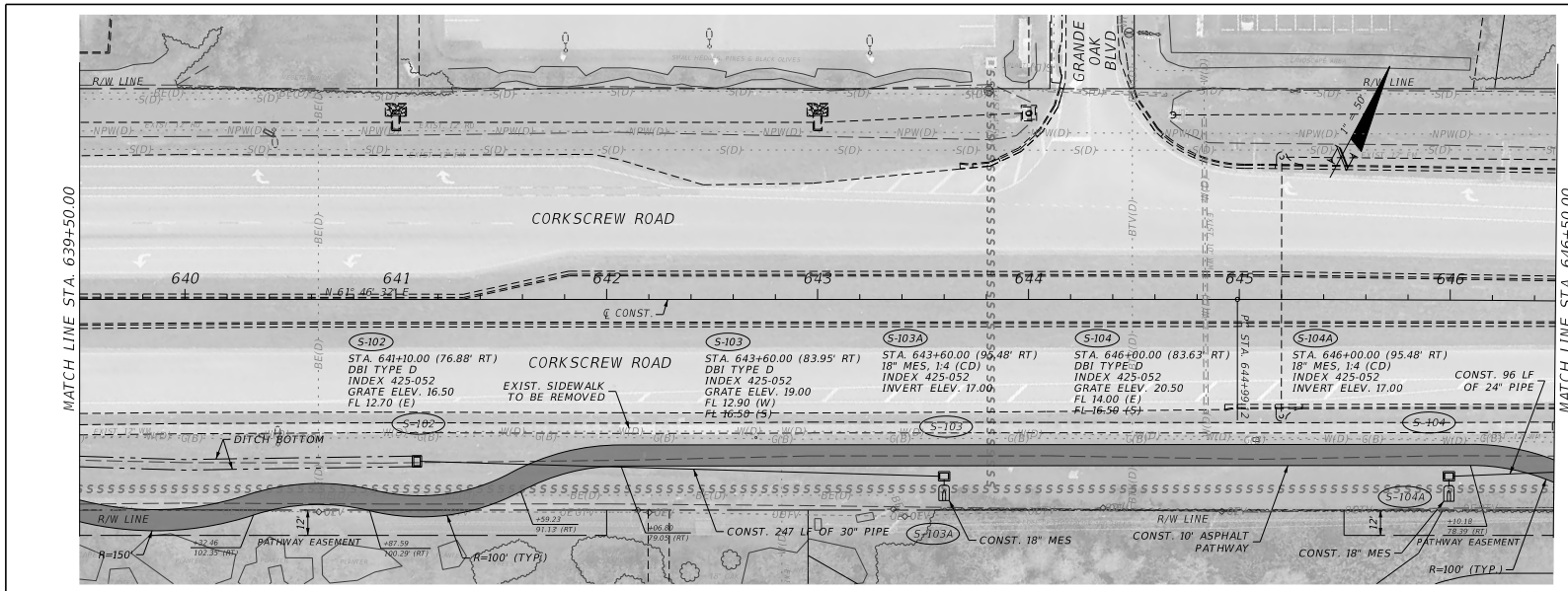
Jerron Hull, PE - President & CEO / 2161 Fowler Street, Suite 100, Fort Myers, Florida 33901

Jadon Hull, PE - Executive Vice President & Secretary / 2161 Fowler Street, Suite 100, Fort Myers, Florida 33901


Corkscrew Road Stoneybrook Path Location
Griffin Pkwy
Ben Hill Griffin Pkwy
Corkscrew Rd
Corkscrew Rd
850
Waymouth Run
Lancaster Run
Lancaster Run
Stoneybrook Golf Blvd
850
Google Earth
N
700 ft

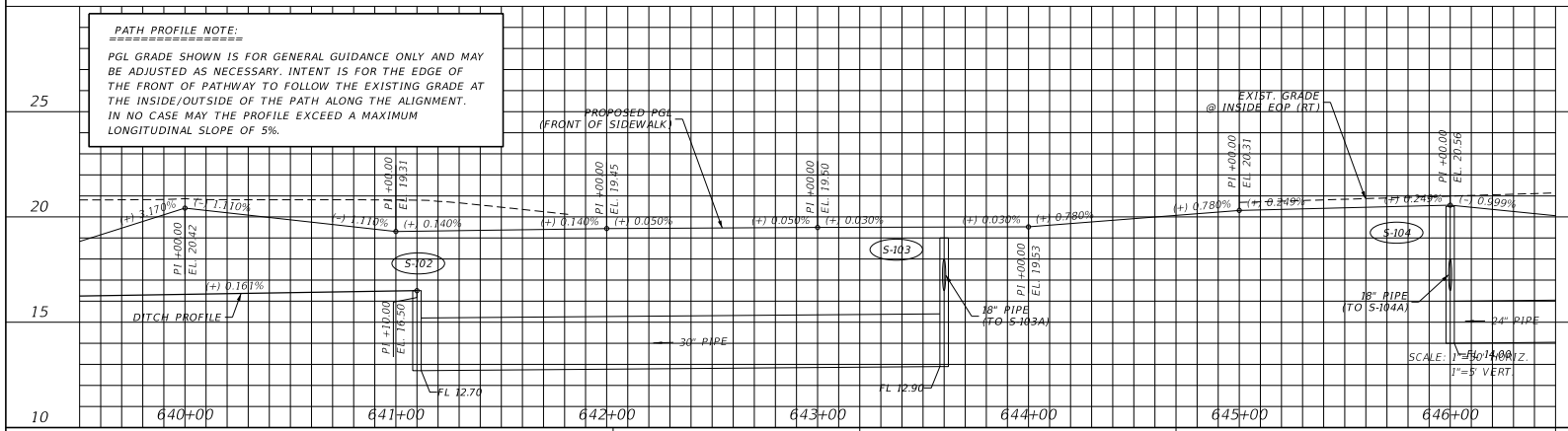

℄ CONST.
CORKSCREW RD
STANDARD CLEARING AND GRUBBING
48'
VARIES
EXIST. R/W
12' PATH ESMT.
LIMITS OF CONST.
VARIES
5'
VARIES
2'
10'
2'
ASPHALT PATHWAY
1'
4"
PGL*
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4"
1'
NATURAL GROUND
EXIST. SIDEWALK TO BE REMOVED
7:1
1:4
DITCH DEPTH VARIES SEE CROSS SECTIONS
TYPICAL SECTION
CORKSCREW ROAD
STA. 638+00.00 TO STA. 641+50.00
STA. 646+50.00 TO STA. 652+20.00
STANDARD CLEARING AND GRUBBING
VARIES
VARIES
EXIST. R/W
10'
2'
VARIES
ASPHALT PATHWAY
LIMITS OF CONST.
EXIST. SIDEWALK TO BE REMOVED
PGL*
0.01
1:4
NATURAL GROUND
STA. 641+50.00 TO STA. 646+50.00
STANDARD CLEARING AND GRUBBING
VARIES
EXIST. R/W
2'
10'
2'
VARIES
ASPHALT PATHWAY
LIMITS OF CONST.
PGL*
0.01
1:4
2'
CONST. CONC. GRAVITY WALL, SCHEME 1 INEX NO. 400-011
NATURAL GROUND
STA. 653+50.00 TO STA. 656+00.00
10' ASPHALT PATHWAY
OPTIONAL BASE GROUP 4 WITH
TYPE SP-9.5 STRUCTURAL COURSE (TRAFFIC B) (1.5")
TYPE B STABILIZATION (LBR 40) (12")
* PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
** SLOPE VARIES (1:4 MAX.) – SEE CROSS SECTIONS
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
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FORT MYERS, FL 33901
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RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
LEE
20203155-000
TYPICAL SECTION (RT)
SHEET NO.
5
LTW
1/26/2022 5:43:06 PM Default
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BEGIN PROJECT
STA. 635+40.00
BEN HILL GRIFFIN PKWY
CORKSCREW ROAD
CONST. 47 LF OF 36" PIPE
MATCH LINE STA. 639+50.00
633
634
635
636
637
638
639
N 61° 46' 32" E
℄ CONST
POT STA 636+73.28
POT STA 50+00.00
MATCH EXIST. SIDEWALK ELEV.
REMOVE EXIST. MES & CONNECT. TO 36" PIPE
ADJUST/RELOCATE UTILITIES AND SIGNAL EQUIPMENT AS NECESSARY
EXIST. SIDEWALK TO BE REMOVED
DITCH BOTTOM
R/W LINE
PATHWAY EASEMENT
CONST. 10' ASPHALT PATHWAY
R=10'
R=200'
R=100'
R=5'
R=40'
R=25' (ADJUST AS NECESSARY TO MAINTAIN 3' FROM EXIST. LANDSCAPING)
S-100
STA. 637+50.88 (91.14' RT)
MANHOLE TYPE J-8
INDEX 425-001
RIM ELEV. 19.45± (MATCH FINISH GRADE)
FL 13.48 (E)
FL 13.48 (W) (EXIST.)
S-101
STA. 638+00.00 (77.12' RT)
DBI TYPE E (MOD.)
SLOPED TOP W/ LOW SIDE ELEV. 16.00 (E)
& HIGH SIDE ELEV. 17.50 (W)
INDEX 425-052
GRATE ELEV. 17.97
FL 13.60 (W)
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
EXIST. GRADE @ ℄ CONST.
PROPOSED PGL (FRONT OF SIDEWALK)
BEGIN PROPSED PGL (FRONT OF SIDEWALK) STA. 637+26.23, ELEV. 19.53±
(-) 0.366%
(-) 2.010%
(+) 3.170%
(+) 0.161%
PI +00.00 EL. 19.26
PI +00.00 EL. 17.25
PI +00.00 EL. 16.00
EXIST. 36" PIPE
36" PIPE
DITCH PROFILE
EXIST. INVERT 13.30
FL 13.48
FL 13.60
SCALE: 1"=50' HORIZ.
1"=5' VERT.
633+00
634+00
635+00
636+00
637+00
638+00
639+00
25
20
15
10
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 632+50 TO STA. 639+50
SHEET NO.
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
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PATH PROFILE NOTE:

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

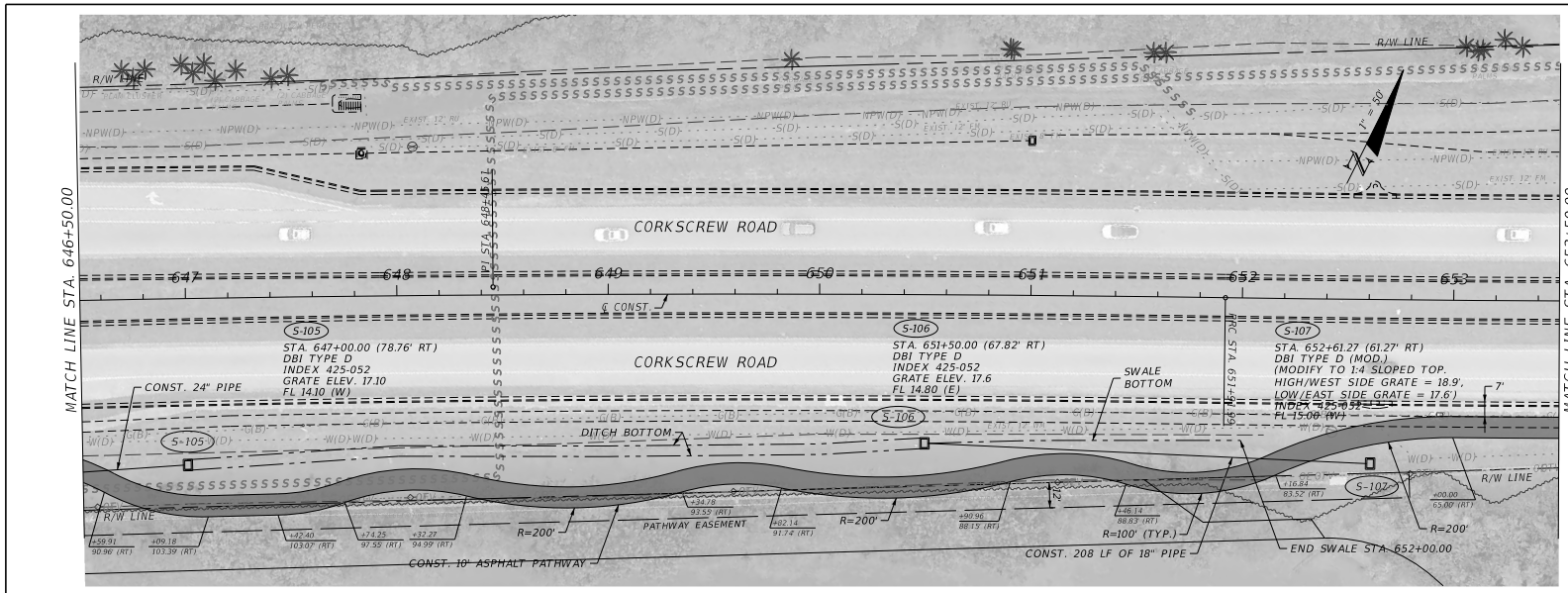
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

PLAN & PROFILE
STA. 639+50 TO STA. 646+50

SHEET NO.

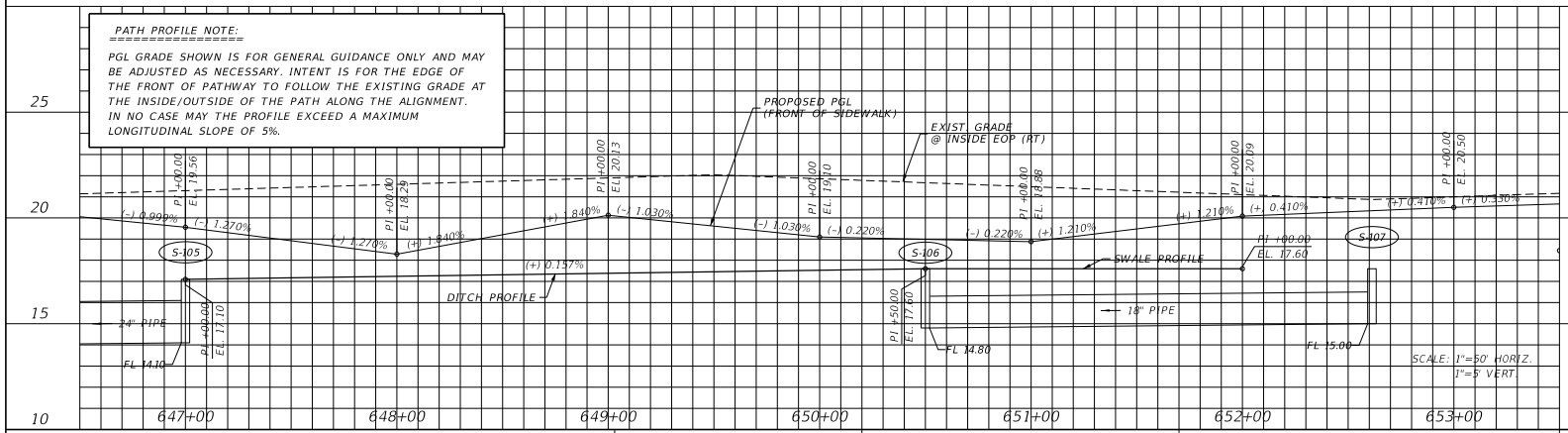
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PATH PROFILE NOTE:

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

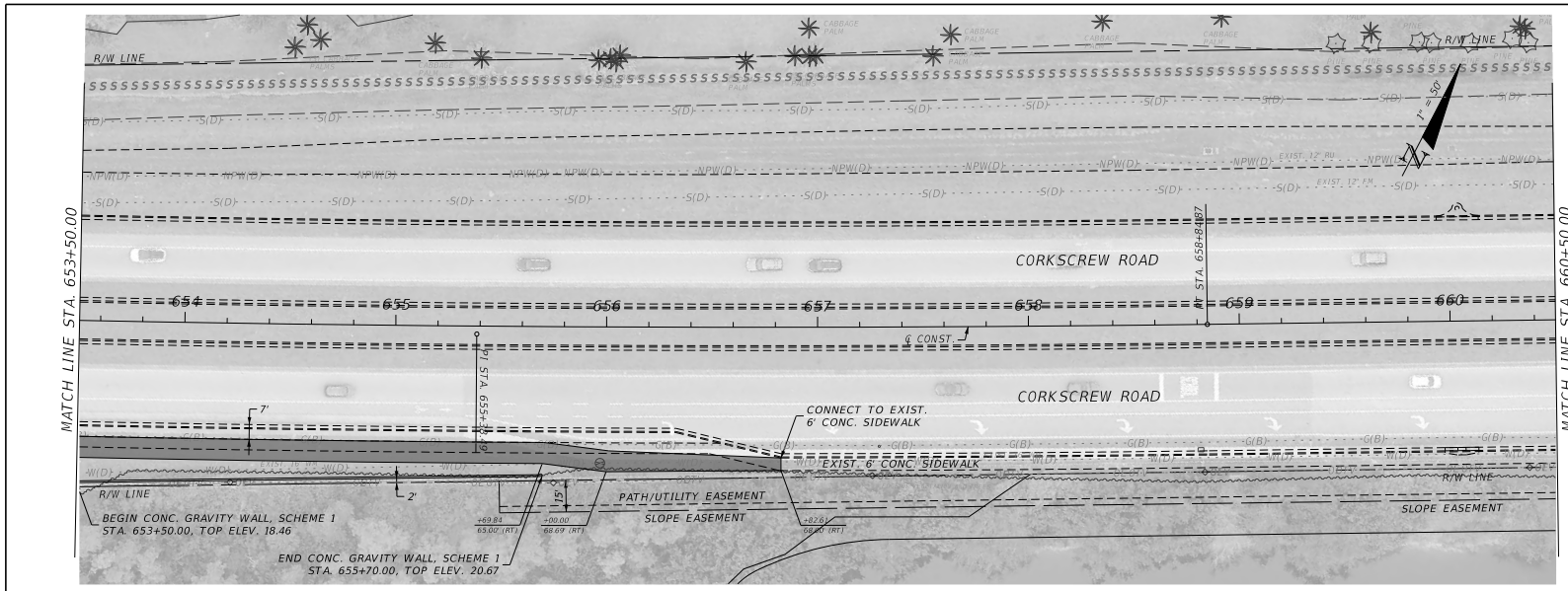
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	LEE	20203155-000

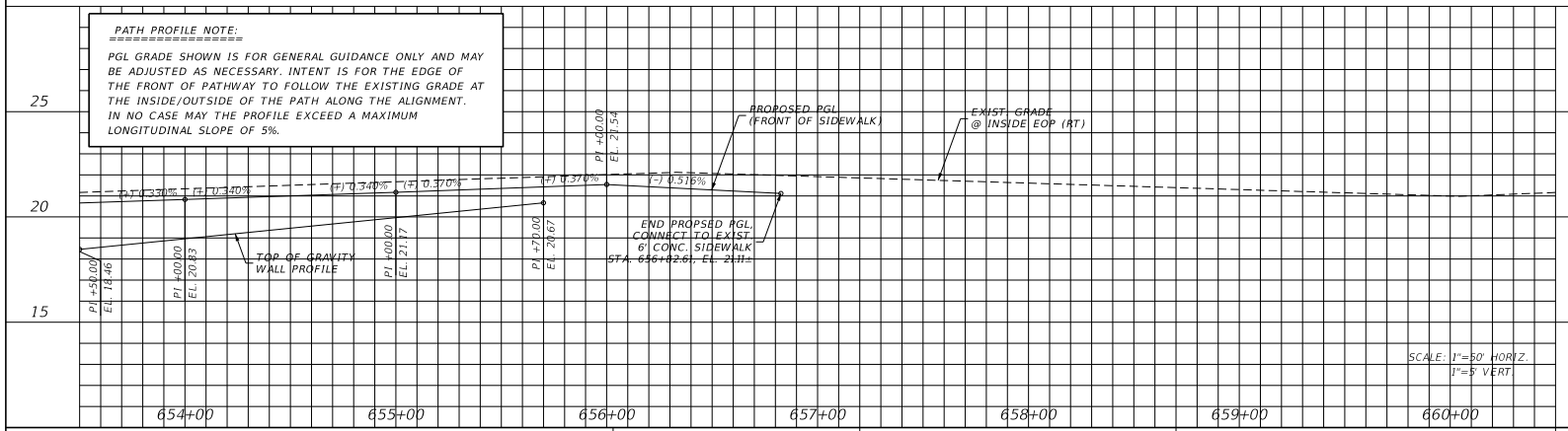
PLAN & PROFILE
STA. 646+50 TO STA. 653+50

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JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

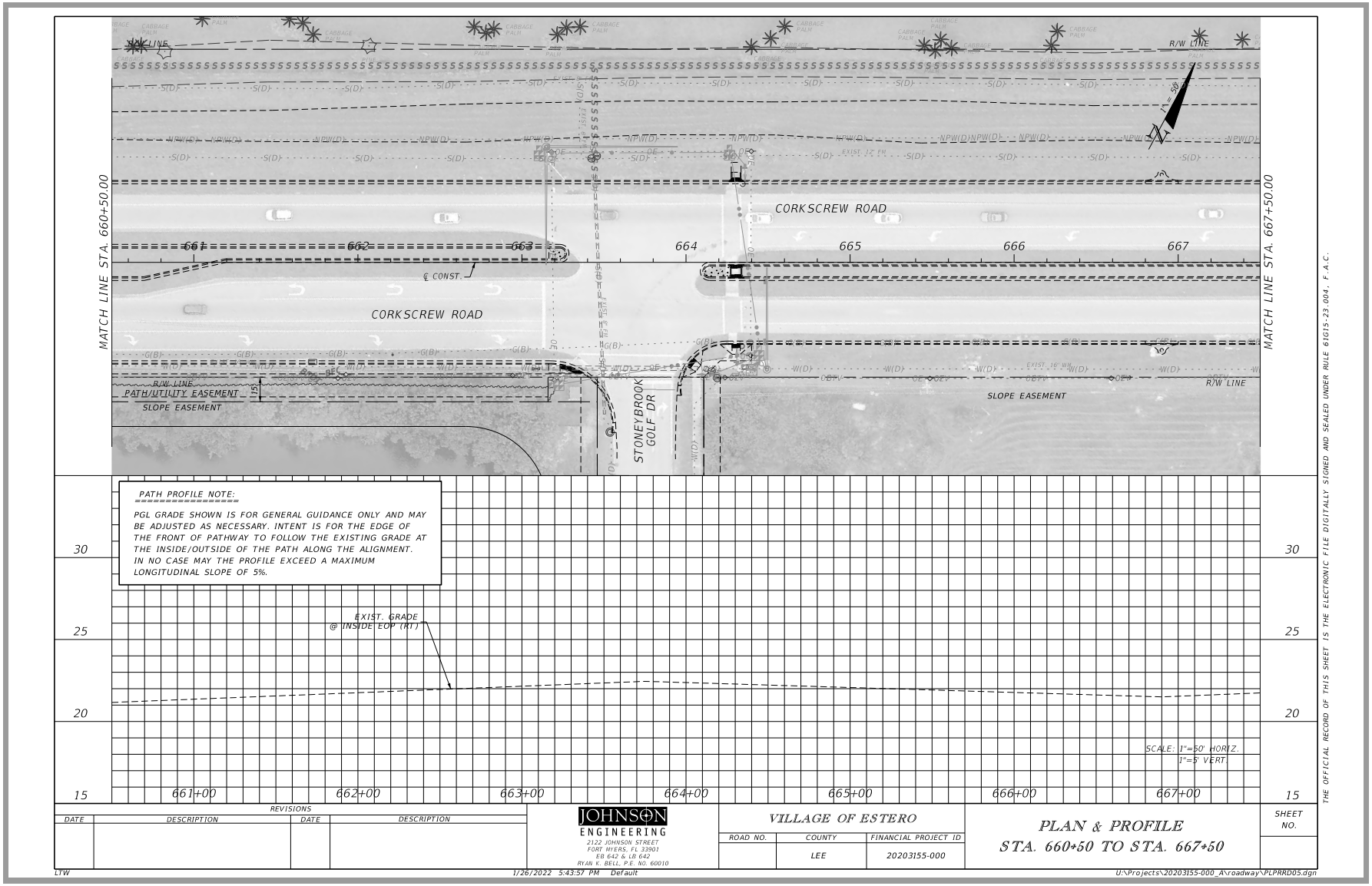
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

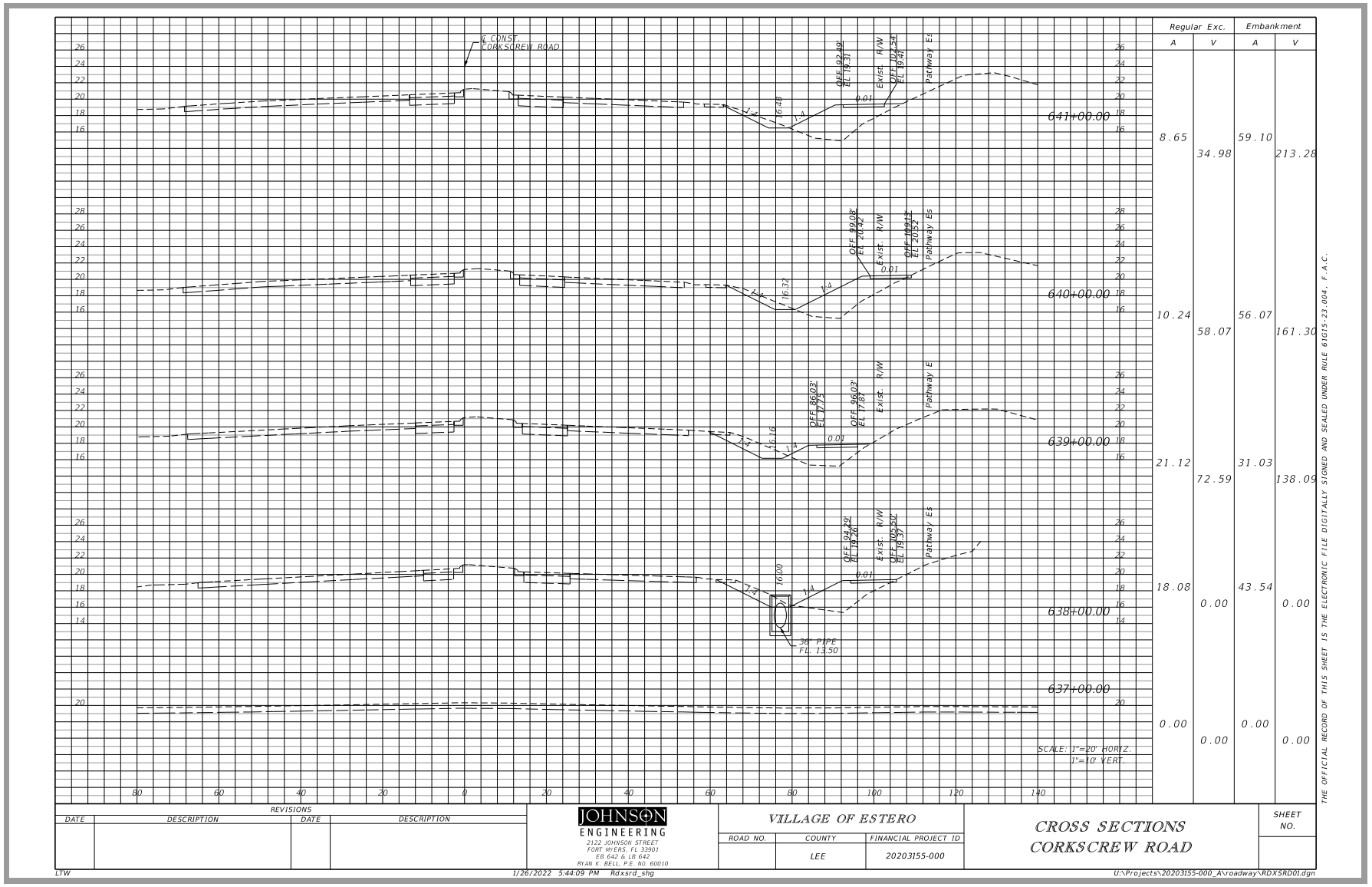
PLAN & PROFILE
STA. 653+50 TO STA. 660+50

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MATCH LINE STA. 660+50.00
MATCH LINE STA. 667+50.00
R/W LINE
CORKSCREW ROAD
661
662
663
664
665
666
667
℄ CONST.
CORKSCREW ROAD
R/W LINE
PATH/UTILITY EASEMENT
SLOPE EASEMENT
15'
STONEYBROOK GOLF DR
SLOPE EASEMENT
R/W LINE
PATH PROFILE NOTE:
PGL GRADE SHOWN IS FOR GENERAL GUIDANCE ONLY AND MAY BE ADJUSTED AS NECESSARY. INTENT IS FOR THE EDGE OF THE FRONT OF PATHWAY TO FOLLOW THE EXISTING GRADE AT THE INSIDE/OUTSIDE OF THE PATH ALONG THE ALIGNMENT. IN NO CASE MAY THE PROFILE EXCEED A MAXIMUM LONGITUDINAL SLOPE OF 5%.
EXIST. GRADE @ INSIDE EOP (RT)
30
25
20
15
661+00
662+00
663+00
664+00
665+00
666+00
667+00
SCALE: 1"=50' HORIZ.
1"=5' VERT.
REVISIONS
DATE
DESCRIPTION
DATE
DESCRIPTION
JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
PLAN & PROFILE
STA. 660+50 TO STA. 667+50
SHEET NO.
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REVISIONS

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JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

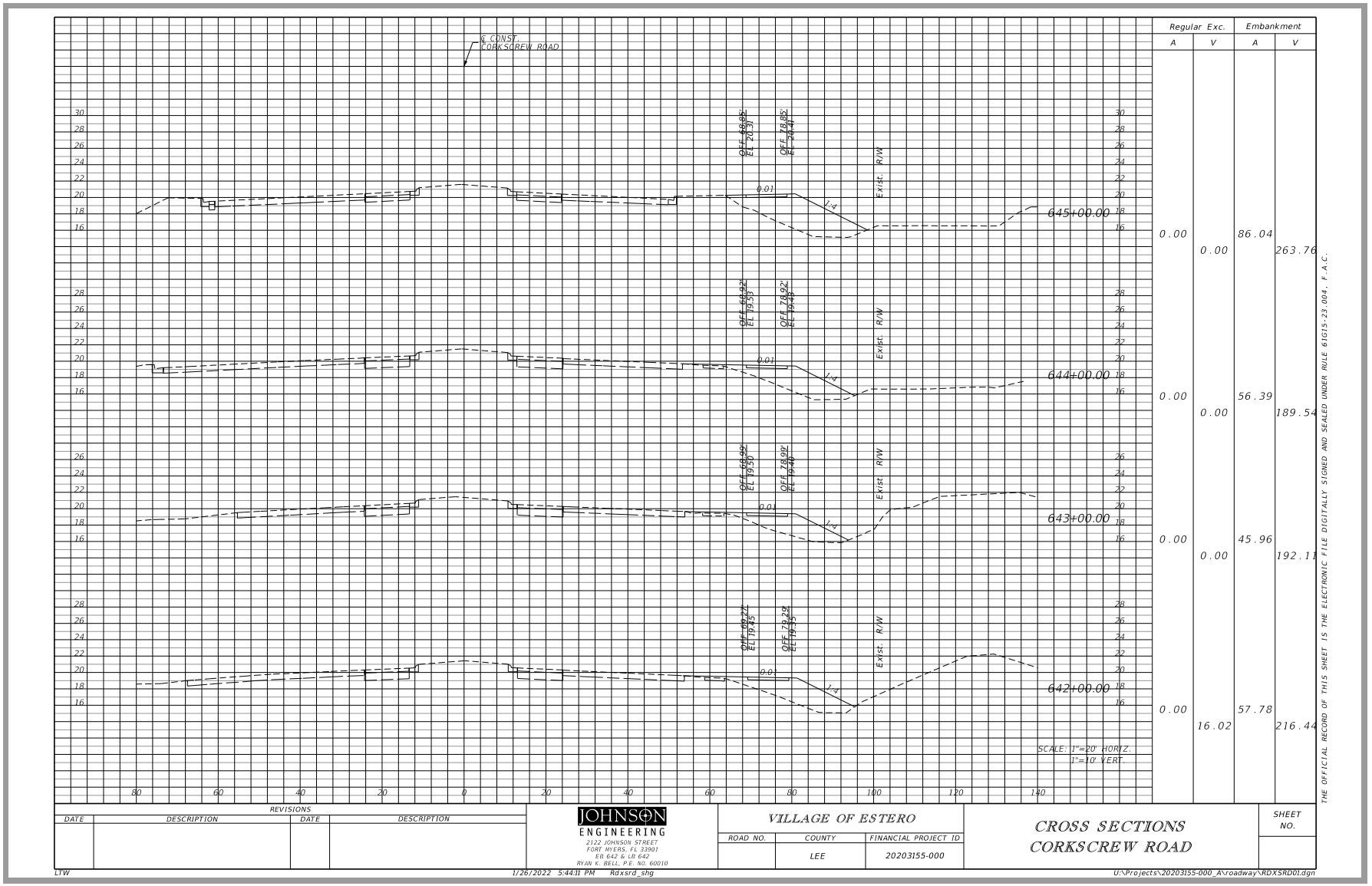
VILLAGE OF ESTERO

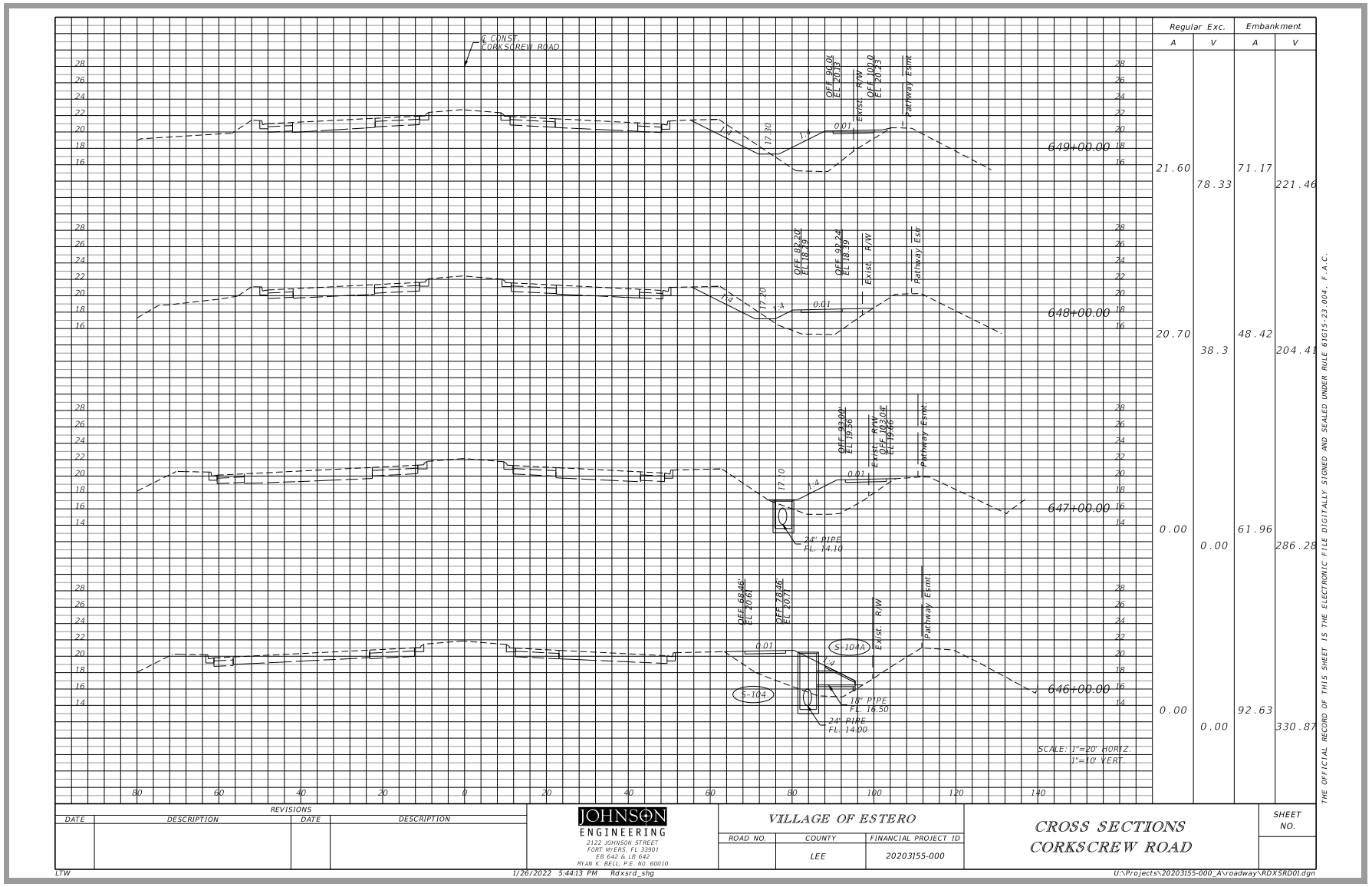
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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℄ CONST.
CORKSCREW ROAD
OFF 68.85'
EL 20.31
OFF 78.85'
EL 20.41
Exist. R/W
0.01
1:4
645+00.00
OFF 68.92'
EL 19.53
OFF 78.92'
EL 19.43
644+00.00
OFF 68.99'
EL 19.50
OFF 78.99'
EL 19.40
643+00.00
OFF 69.27'
EL 19.45
OFF 79.29'
EL 19.35
642+00.00
Regular Exc.
Embankment
A
V
A
V
0.00
0.00
86.04
263.76
0.00
0.00
56.39
189.54
0.00
0.00
45.96
192.11
0.00
16.02
57.78
216.44
SCALE: 1"=20' HORIZ.
1"=10' VERT.
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REVISIONS
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JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
LEE
FINANCIAL PROJECT ID
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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℄ CONST.
CORKSCREW ROAD
649+00.00
648+00.00
647+00.00
646+00.00
OFF 90.06
EL 20.13
OFF 100.0
EL 20.33
Exist. R/W
Pathway Esmt.
OFF 82.20
EL 18.49
OFF 92.24
EL 18.39
OFF 93.00'
EL 19.56
OFF 103.04'
EL 19.46
OFF 88.46
EL 20.61
OFF 78.46
EL 20.71
S-104A
S-104
24" PIPE
FL. 14.10
18" PIPE
FL. 16.50
24" PIPE
FL. 14.00
SCALE: 1"=20' HORIZ.
1"=10' VERT.
Regular Exc.
Embankment
A
V
A
V
21.60
78.33
71.17
221.46
20.70
38.3
48.42
204.41
0.00
0.00
61.96
286.28
0.00
0.00
92.63
330.87
THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.
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JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010
VILLAGE OF ESTERO
ROAD NO.
COUNTY
FINANCIAL PROJECT ID
LEE
20203155-000
CROSS SECTIONS
CORKSCREW ROAD
SHEET NO.
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	Regular Exc.		Embankment	
	A	V	A	V
653+00.00	2.55	32.91	15.56	132.39
652+00.00	15.22	63.54	55.93	194.43
651+00.00	19.09	73.96	49.06	184.80
650+00.00	20.94	78.78	50.73	225.74

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

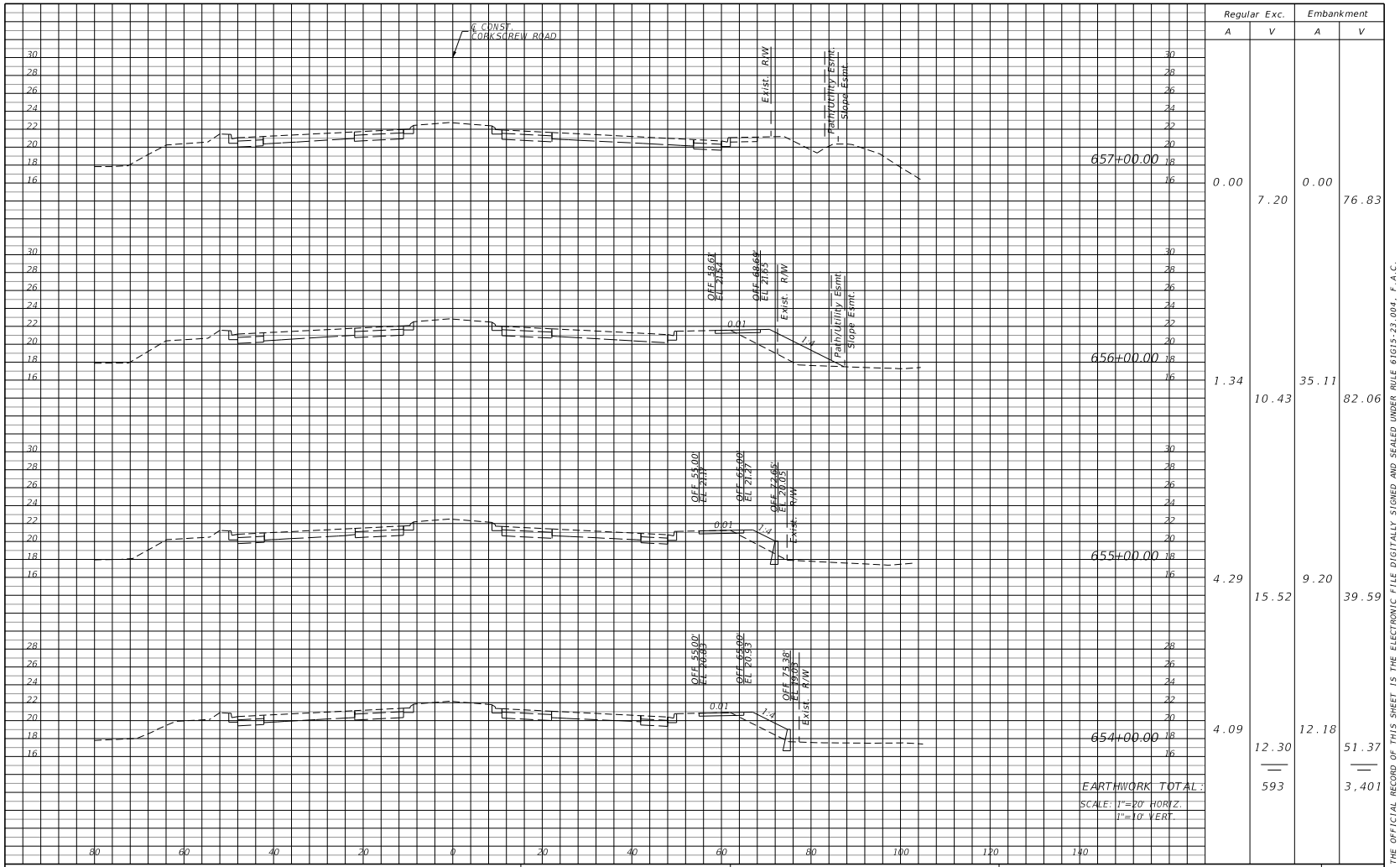
VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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	Regular Exc.		Embankment	
	A	V	A	V
657+00.00	0.00	7.20	0.00	76.83
656+00.00	1.34	10.43	35.11	82.06
655+00.00	4.29	15.52	9.20	39.59
654+00.00	4.09	12.30	12.18	51.37
EARTHWORK TOTAL:		593		3,401

SCALE: 1"=20' HORIZ.
1"=10' VERT.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

JOHNSON ENGINEERING
2122 JOHNSON STREET
FORT MYERS, FL 33901
EB 642 & LB 642
RYAN K. BELL, P.E. NO. 60010

VILLAGE OF ESTERO

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
	LEE	20203155-000

CROSS SECTIONS
CORKSCREW ROAD

SHEET NO.

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Broadway Ave. West Utility Extension Project Design and Permitting Contract – Johnson Engineering, Inc.

Motion to approve the contract with Johnson Engineering, Inc. for the Broadway Ave. West Utility Extension Project Design and Permitting (CN 2022-03) in the amount of $1,060,763, plus a 10% contingency.

Background:

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

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

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

The communities along Broadway Ave. include the majority of the septic tanks located within the Village of Estero. The Village is proposing two projects to design and permit the extension of water and sewer into the communities along Broadway Ave. The subject of this agenda item is Broadway Avenue West. This is generally the area at the west end of Broadway Ave W, which include Estero River Heights, Quarterdeck Cove, Cranbrook Harbor, Sherrill Lane, and Luettich Lane.

Description:

Pursuant to Chapter 287.055 Florida Statutes, the engagement of a firm to provide professional engineering services such as those required for the Broadway Avenue West Utilities Extension Project (UEP) 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.

Village Council previously approved the ranking of the firms as follows: Number 1 – Johnson Engineering, Inc.; Number 2 – Tetra Tech, Inc.; Number 3 – CW3 Engineering, Inc.; Number 4 – JR Evans Engineering, P. A. and directed Village Staff to negotiation a contract with the number 1 ranked firm, Johnson Engineering, Inc.

Staff has completed contract negotiations with Johnson Engineering to provide professional services for the extension of utilities to communities along Broadway Ave. West. Services include:

1. Surveying
2. Preliminary Design
3. Public Meetings
4. Construction Plans
5. Permitting

Construction services such as bid assistance and construction engineering inspection (CEI) are not included in this contract because the scope of those services is not yet known. A separate contract(s) will be provided when the scope of those services are known.

Action Requested:

Motion to approve the contract with Johnson Engineering, Inc. to provide design and permitting services for Broadway Ave. West UEP in the amount of $1,060,763

Also approve a contingency fund amount of $106,000 (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 Johnson Engineering, Inc. and any other related ancillary documents on behalf of the Village Council.

Process and Timeline:

Johnson Engineering will provide design and permitting services for the UEP. The schedule for construction will be determined by Village Council at a later date. Following is a summary of the design and permitting schedule for the Broadway West UEP.

Preliminary Design Services:	6/2022 – 11/2022
Construction Plans:	7/2022 – 4/2023
Permitting:	2/2023 – 7/2023
Public Meetings:	Approx. - 10/2022 & 2/2023

Financial Impact:

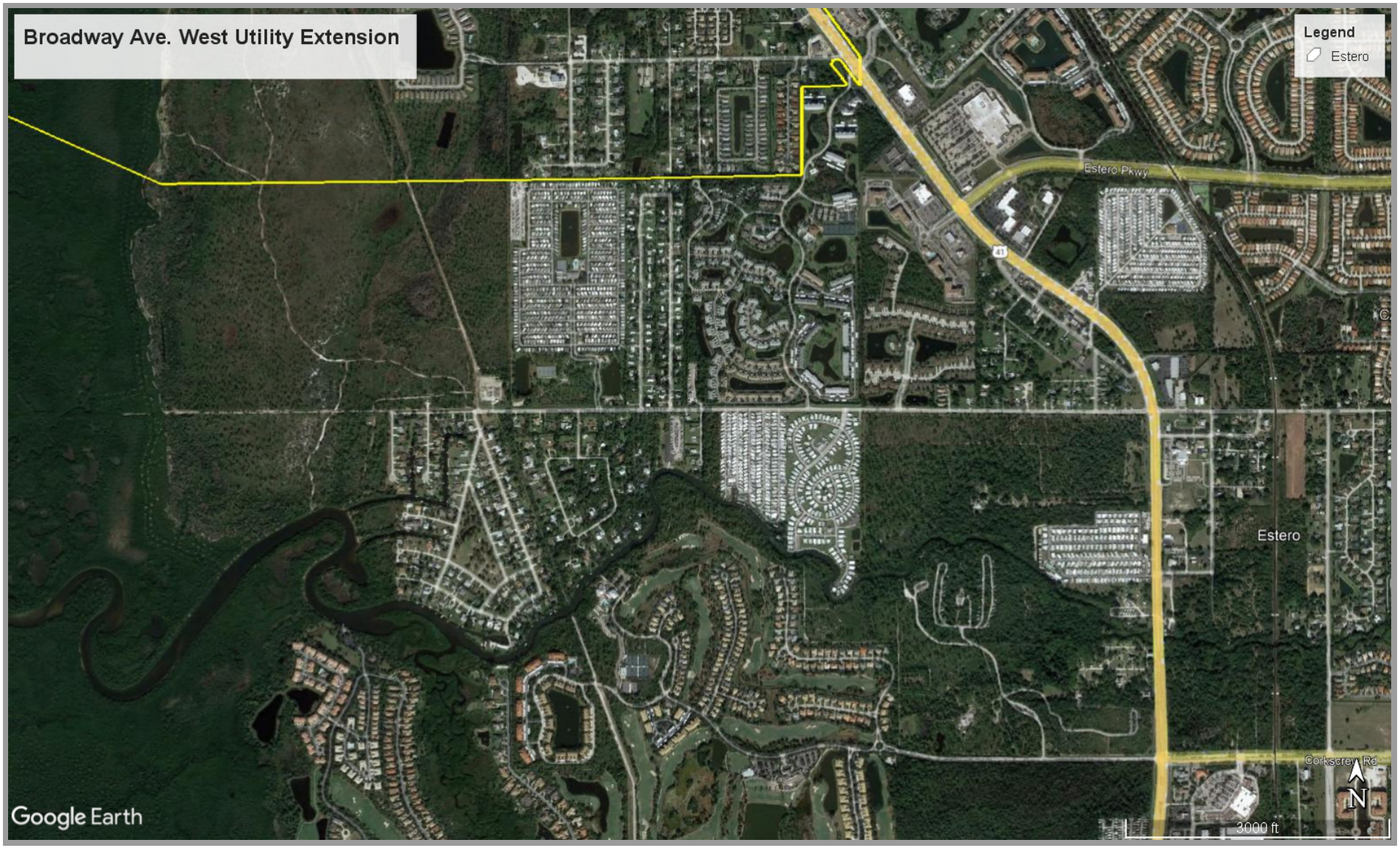
Fiscal impact is $1,166,763 which includes the contract amount of $1,060,763 plus a 10% contingency of $106,000.

Agenda Item 7a; Resolution 2022-09 Budget Amendment No. 01 includes $1,170,000 for the Broadway Ave East UEP Project.

Prepared by: David Willems

Attachments:

1. Location Map
2. Johnson Engineering Contract
3. Project Schedule
4. Ownership Disclosure


Broadway Ave. West Utility Extension
Legend
Estero
Estero Pkwy
Estero
Corkscrew Rd
N
Google Earth
3000 ft

THIS AGREEMENT, is made and entered into this 18 day of May 2022 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 Johnson Engineering, Inc. whose address is 2122 Johnson Street, 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 Broadway Avenue West Utilities Extension Project (UEP); 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 2022-03; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to CN 2022-03 on February 22, 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 2022-03 Broadway Avenue West Utilities Extension Project (UEP), consisting of pages 1 through and including 25 with one addenda and the Proposal submitted by Bidder dated November 15, 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 2022-03 Broadway Avenue West Utilities Extension Project (UEP) 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 $1,060,763for 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 appropriate of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the 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: Johnson Engineering, 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.

Johnson Engineering, Inc.

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By:_____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Robert D. Pritt, J.D., B.C.S. Interim Village Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal
Exhibit C – Project Schedule

EXHIBIT A

BROADWAY AVENUE WEST UTILITIES EXTENSION PROJECT (UEP)

STATEMENT OF WORK

EXHIBIT A
BROADWAY WEST UTILITY EXPANSION
STATEMENT OF WORK

A. PROJECT OVERVIEW

The Village of Estero (VILLAGE) has initiated a utility expansion program to improve water quality. This phase includes expanding potable water, wastewater and stormwater improvements and includes Estero River Heights, Quarterdeck Cove, Cranbrook Harbor, Sherrill Lane and Luettich Lane within the Broadway Avenue West area (hereinafter referred to as "project area"). The VILLAGE will dedicate the new potable water and wastewater components to Lee County Utilities.

This scope of work is for the project area consists primarily of single-family homes on 324 parcels and on approximately 195 acres. This area has mostly public roads with only 2 private roads (Sherill Lane and Luettich Lane). Public water at this time is only provided along Broadway Avenue West, Amanda Court and Porthole Court according to the Estero Sewer Feasibility Study.

B. PROJECT TEAM

Johnson Engineering, Inc. (ENGINEER) will perform the proposed services with the help of the following subconsultants for specialized services:

- Ardaman & Associates, Inc. (AAI) will perform the geotechnical investigations which will be used to assist with design.
- Archaeological Consultants, Inc. (ACI) will perform archaeological and historical reviews.
- Cella Molnar & Associates (CMA) will assist with Public Involvement.

C. SCOPE OF SERVICES

The scope of services presented below are for the professional services requested to be performed by the ENGINEER. The services to be performed include the following:

TASK 1.0 – PROJECT MANAGEMENT

Throughout the contract, the ENGINEER will perform the following Project Management services from project inception through completion to include the following services:

a. ENGINEER will schedule and conduct a project kickoff meeting with the VILLAGE for the purpose of introducing team members, reviewing scope, timing and defining their roles and prepare and distribute minutes of the meeting.

b. Oversee all aspects of ENGINEER'S contract obligations.

c. Prepare and submit to the VILLAGE a monthly project status report summarizing work progress since previous report, updated project schedule, budget expenditure summary, and updated project cash flow drawdown schedule. The

project status report will be submitted monthly with the ENGINEER'S invoicing. Coordinate external services and schedules of subconsultants, other local utility providers and governmental agencies.

d. Coordinate quality assurance and quality control reviews.

e. Prepare detailed project design and permitting schedule. Prepare monthly updates of the project schedule and implement corrective measures to maintain the schedule. The project schedule will be prepared using Microsoft Project software.

f. Oversee subconsultant services.

Deliverables

- Kickoff Meeting Agenda and Minutes.
- Project Monthly Status Reports.
- Project Schedule with Monthly Updates.
- Progress Meeting Agendas and Meeting Minutes.

TASK 2.0 – PRELIMINARY SERVICES

2.1 Data Collection

Upon authorization, ENGINEER will perform the following Data Collection services:

a. Prepare a list of items to be provided by the VILLAGE as necessary to complete the tasks described within this scope of services. Those items will include, but not be limited to:

1) Drawing files in AutoCAD (electronic format) for any/all known existing underground infrastructure within the area, including all survey and design data, as may exist.

2) Copies of previous studies or master planning documents.

3) Copies of geotechnical investigations and recommendations reports that may exist in the vicinity.

b. Perform a field review of all existing properties within the service area, to verify driveway types (concrete, asphalt, decorative, etc.) as well as the location of the existing septic tanks to allow for proper location of laterals.

Deliverables

- Data Request.
- Summary of Data Received.

2.2 Hydraulic Modeling

Based on the preliminary design report done by Banks Engineering, the ENGINEER will perform the following modeling efforts using Lee County's current InfoWater

models for the potable water and wastewater systems and ICPR and/or a spreadsheet model for localized stormwater system improvements:

a. Potable Water – Update the existing pressure system hydraulic model for potable water to incorporate infrastructure proposed within the service area. To assist with this effort, the most current model will be obtained from LCU. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping. This effort will include:

    1) Input of infrastructure proposed within the service area.
    2) Modification and updating of the model for demand projections within the service area.
    3) Performing steady state model simulations to confirm required pipe sizes and routing of the potable water distribution piping within the service area.
    4) Verifying hydrant locations and fire flow conditions are met.
    5) Confirm pressure and velocity minimums are maintained.
    6) Provide Chlorine Residual Analysis using LCU criteria.

b. Wastewater – Update the existing Three Oaks wastewater model to incorporate infrastructure proposed within the service area. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping and to review sizing of the transmission piping. This effort will include:

    1) Input of Infrastructure proposed within the service area.
    2) Modification and updating of the model for demand projections within the service area.
    3) Performing steady state and/or extended period model simulations to confirm required pipe sizes and routing of the wastewater force main piping within the service area.
    4) Verify pipe pressures and velocities within the pipes are reasonable.
    5) Identification of locations for connections to existing wastewater system infrastructure, proposed developments and locations for stub-outs for future utility extensions.
    6) Utilize the model to determine pump sizing for each proposed lift station. It is anticipated there will be two proposed lift stations.
    7) Install pressure transducers to confirm Lift Station 7741 (downstream lift station) has sufficient capacity.

c. Stormwater – ENGINEER will design improvements to the existing stormwater conveyance infrastructure in areas with known drainage issues (primarily the Sherrill Lane and Luettich Lane areas). To assist with this effort, a hydrologic and hydraulic (H&H) model will be developed to design the proposed infrastructure improvements. The ENGINEER will utilize this model to perform pipe sizing for the conveyance of stormwater runoff from the Sherrill Lane and Luettich Lane areas to existing and proposed outfalls within the project area. This effort will include:

   1) Perform a field review of the stormwater system as well as a review of GIS data for the Sherrill Lanes and Luettich Lane areas in order to verify existing drainage infrastructure (pipes, catch basins, etc.) that may require replacement or modification. Note that the residential areas primarily consist of swales and driveway culverts, of which the design is set and maintained by the VILLAGE'S Public Works Department. The field review will assist with modeling and design efforts for improved infrastructure.
   2) Input of infrastructure within the service area based on GIS information, with verification provided by topographic survey.
   3) Design conveyance improvements for the problem areas based on the 10-year storm event (1-hour duration, 3.3 inches/hour).
   4) Review of modeling results with VILLAGE staff to discuss potential design alternatives.
   5) Finalize design improvements (pipe sizing and alternative systems) to reduce the impacts of flooding.

Deliverables

- Recommendation for drainage improvements.
- Model

Hydraulic Modeling Notes and Assumptions

Potable water and wastewater modeling efforts are based on receipt of models complete with accurate existing infrastructure. This scope of services does not include time to input existing data nor to verify the accuracy of existing data nor does the scope include the development or utilization of a 2D stormwater model.

2.3 Property Acquisition Coordination

Once the pump station locations have been determined and approved by the VILLAGE, and for those lift station locations requiring acquisition, the ENGINEER will:

a. Aid the VILLAGE in procuring sites through preparing language to demonstrate the need for the proposed sites and related efforts. It is estimated that no more than two (2) pump stations will require property acquisition. As such,

this scope of services include preparation of up to 2 legal descriptions and sketches.

b. If properties cannot be procured through purchase, the ENGINEER will provide assistance with acquisition through the legal system (eminent domain). For this effort, the ENGINEER will provide additional documentation as necessary to support the need for the purchase, and if required, serve as the expert witness in court to support the purchase, for up to two (2) parcels.

Deliverables

- Sketch and descriptions for acquisition.
- Documentation (Memorandums) for up to 2 parcels to justify need for parcel acquisition.

2.4 Funding Assistance

a. Review funding alternatives. This will include commercial loans, SRF (to the extent it is a viable option), WIFIA and bonds. In addition, we will review and list available grants along with their requirements and timing for submission of grant applications. Consideration will also be given to the applicability and availability of funding associated with the recent Governor's Executive Order 19-12 which outlined funding to be provided for septic tank conversions, wetland treatment and alternative water supply.

b. Assist the VILLAGE in pursuing the selected funding alternative. Note that at this time, it is unknown what alternative and therefore what supporting information may be required for the application submission process.

c. Prepare for a submit up to 5 grant applications to state and federal agencies including the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) and Federal Emergency Management agency (FEMA). As with the funding assistance, if supporting information in addition to the PER or existing Facilities Plan are determined to be required to support the grant application process, then additional, future services may be required to assist in this effort.

Deliverables

- Grant applications

2.5 Assessment Assistance

The potable water and wastewater components, including the smaller wastewater pumping stations but excluding the major transmission mains and master wastewater pumping station(s) will be paid for through property assessments. To assist with this effort, the ENGINEER will:

a. Perform parcel counts and assist the VILLAGE in analyzing land use data needed for assessment calculations.

b. Prepare a breakdown of costs separately for potable water and wastewater. As the project proceeds through design, and more detailed OPC's are developed (60-percent, 90-percent and 100-percent), modified breakdowns will be provided to the VILLAGE.

c. Attend meetings with VILLAGE staff and their Financial Consultant to assist with technical information, OPC adjustments, etc.

d. Following completion of the bidding process, provide a final detailed breakdown of costs per utility, using the bid quantities and costs.

Deliverables

- Parcel and land use information and analysis.
- Updated cost breakdowns per utility.

2.6 Utility Easement/Right-of-Way Acquisition Assistance

Since multiple roads within the west service area are private (Sherrill Lane, Luettich Lane and Holiday Drive), utility easements will be required, or potentially the roads could be granted to the VILLAGE. In either case, to place the utilities a corridor must be secured. This task includes providing the following to assist in either case:

a. Provide assistance to the VILLAGE in developing legal sketch and descriptions for either easements, or roads to be dedicated for the public utilities, where required, and or for the development of sketch and descriptions for the dedication of a roadway and right-of-way for conversion from a private to public roadway.

b. Providing technical assistance for the negotiation for either public utility easement and/or conversion from private to public roadway. Note it is recognized that in many cases, negotiating easements (or road dedication) will require receiving approval from multiple parties, and essentially all parties on a particular private road where a public utility easement (or right-of-way) does not currently exist. As such, the effort may include requiring acquisition through the legal system. In this case, the ENGINEER will provide needed assistance as an expert to the VILLAGE.

Deliverables

- Sketch and descriptions for acquisition.

TASK 3.0 – SURVEYING SERVICES

3.1 Surveying

Upon authorization, ENGINEER will proceed with the surveying and SUE efforts to include:

a. The CONSULTANT shall establish horizontal and vertical control points throughout the project limits referenced to publicly available horizontal and vertical control monumentation. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).

b. The CONSULTANT shall establish the right-of-way lines for the roadways within the project limits based on recorded plats and Lee County geographic information systems line work. Limited field location of property corners and right-of-way monumentation will be used to assist with placement of said right-of-way lines.

c. The ENGINEER shall collect horizontal and vertical data of existing visible above-ground improvements and existing visible above-ground utilities within the right-of-way for the roadways included in this project. Improvements collected shall include driveways, drainage facilities, culverts, sidewalks, mailboxes, signage, visible water meters/lines, roadway pavement, etc.

d. The CONSULTANT shall measure cross-sections from right-of-way line to right-of-way line at approximately 100-foot intervals and areas of irregularity.

e. The CONSULTANT shall prepare a base map of measured and surveyed features to provide to the engineer of record, therefore, a topographic survey map is not included in this scope of services, and all data will be provided in digital AutoCAD format.

Deliverables

- Right of way maps
- Survey
- Boundary surveys for property acquisition

3.2 Subsurface Utility Exploration (SUE)

The CONSULTANT shall utilize subsurface utility exploration (SUE) at 20 pothole locations and 10 trench locations. SUE services shall be conducted to a maximum depth of six feet and shall not be performed under asphalt or concrete. The CONSULTANT shall notify Sunshine 811 and obtain necessary ticket information.

Utilities uncovered with SUE shall have horizontal and vertical measurements to the utility and the CONSULTANT shall make effort to determine the type, size,

and material of the utility. There may be utilities that the CONSULTANT is not able to determine the material or type of the utility.

Deliverables

- Survey and SUE mapping to display the field data collection results
- Photos and supporting information collected during SUE services

TASK 4.0 – GEOTECHNICAL INVESTIGATIONS

Upon authorization, ENGINEER will proceed with the geotechnical investigations which will be performed by Ardaman & Associates, Inc.:

a. Collect and review results of previous geotechnical studies and soil boring surveys that may exist.

b. Perform up to 30 standard penetration tests (SPTs) along the project route(s) to a depth of 20-feet for the purpose of determining the presence of rock or related unsuitable material as well as depth within the construction zone. Locations to be determined and will be based on locations of existing borings previously collected and where it is believed additional data would be useful. Within the areas where hand auger data was previously provided, boring location plan to be approved by the VILLAGE it is intended that SPTs will be performed at approximately 850-foot intervals (or as determined to be most advantageous for data collection).

c. Perform, two (2) additional standard penetration tests (SPTs) for wet wells.

d. If rock is found, perform up to 40 hand augers at a depth of 6'-0" to determine extents of rock.

e. Prepare a comprehensive geotechnical report, incorporating previous and new soil boring data, including subsurface analysis and evaluation and infrastructure and facilities design and construction recommendation.

Deliverables

- Geotechnical Report

TASK 5.0 – CULTURAL RESOURCE ASSESSMENT SURVEY (CRAS)

SUBCONSULTANT (Archaeological Consultants, Inc. (ACI)) perform the following to prepare a Cultural Resource Assessment Survey (CRAS) Report:

a. Project initiation and archaeological and historical background research will be conducted prior to field survey.

b. ACI will conduct an archaeological survey along the preferred UEP areas. This effort is estimated to take approximately 7 days for two archaeologists (travel and survey); evidence of two previously unrecorded archaeological sites anticipated.

c. The historical field survey will consist of 1 historian for one day in the field; anticipate recording approximately seven new historic resources (built in 1977 or earlier).

d. ACI will prepare a CRAS Report (2 draft and 1 final) (hours include writers for CRAS Report, clerical, graphics, etc.); and

e. Meetings, agency coordination, and quality control.

Deliverables

- CRAS Draft Report
- CRAS Final Report

TASK 6.0 – ENVIRONMENTAL ASSESSMENT

6.1 Habitat Mapping & Protected Species Assessment

ENGINEER will conduct initial desktop research and field work necessary for the preparation of a habitat and land cover map in accordance with the Florida Land Use Cover and Forms Classification System (FLUCFCS) methodology developed by the Florida Department of Transportation (FDOT). The resulting FLUCFCS map will depict approximate upland/wetland boundaries subject to agency verification. The FLUCFCS map will be used to evaluate potential impacts to listed species, wetlands, and wetland mitigation if necessary, ENGINEER will conduct a protected species assessment (PSA) within the project area to assess potential county, state, and federal listed species occurrence. The assessment will consist of pedestrian transects in accordance with methodologies accepted by the Village of Estero, Lee County, the Florida Fish and Wildlife Conservation Commission (FWC) and U.S. Fish and Wildlife Service (FWS). The findings, including locations of observed protected species and management plans, will be summarized in the environmental resource permit application. Species-specific wildlife surveys (including but not limited to Florida bonneted bat and gopher tortoise) which may have seasonal requirements or specific methodologies, wildlife monitoring, agency permitting, and/or relocations are not included in this task. These services, if required by the regulatory agencies, are either covered under separate tasks below or will require a supplemental agreement.

Deliverables

- FLUCFCS Map
- Protected Species Assessment

6.2 Florida Bonneted Bat - Roost and Acoustic Survey

The project area is within the FWS consultation area of the federally endangered Florida bonneted bat (FBB). FWS consultation guidelines (Guidelines) dated October 2019 for the bonneted bat indicate projects greater than 5 acres in size with impacts to potential roosting habitat require a full acoustic and roost survey. If impacts are proposed to potential FBB roosting habitat, consultant will conduct one (1) FBB acoustic and roost survey in accordance with the FWS Guidelines. The roost survey will include pedestrian transects of the project areas to identify and GPS locate potential FBB roosting structure(s) (i.e., utility poles, live trees or snags with cavities or bark crevices). Potential roosts will be visually observed to the extent practicable using a treetop camera mounted on a 35' survey rod.

For FBB acoustic surveys, the FWS Guidelines require a minimum of 5 detector nights per 0.6 miles (0.97km) for linear projects. Up to (7) Wildlife Acoustics® SM3 or SM4 BAT recorders will be deployed and operate from sunset to sunrise at each deployment location for a minimum of six (6) nights when weather conditions are suitable and nighttime temperatures are above 65°F. Data will be recorded in full spectrum WAV format, converted to Zero Crossing (ZC) for data analysis and manually screened for species ID and presence of FBB calls. The number of calls attributed to the FBB will be determined and FBB calls within 90 minutes of sunrise or sunset will be noted. This task does not include coordination or permitting with the FWS or FWC should a roost site be located or FBB calls be identified within 90 minutes of sunrise or sunset. If the FWS or FWC requires additional acoustic surveys, emergence surveys, preconstruction surveys, or deployment of additional acoustic recorders based on initial survey results, a supplemental task authorization will be negotiated.

Deliverables

- FBB acoustic/roost survey report summarizing the results of the surveys.

TASK 7.0 – CONSTRUCTION PLANS

7.1 Preliminary Design

Upon authorization, ENGINEER will perform the following services related to the potable water improvements, wastewater system improvements, wastewater pumping station locations, and construction contract areas:

a. Contact Sunshine State One-Call of Florida to obtain contacts for existing utilities within the project area. Contact utility providers identified through the Sunshine State One-Call process to determine if any private utility infrastructure exists within the project area. Obtain utility data (as-builts, CAD files, which may exist to incorporate information in design criteria.

b. Utilizing data collected, develop a base map of known utilities and roads (centerlines and edge of pavement (EOP). This task will consider infrastructure that may create a boundary constraint for the potable water distribution and

gravity wastewater collection systems, such as canals, major roadways, and large diameter or deep stormwater piping.

c. Utilizing electronic AutoCAD Civil 3D will be incorporated into the ENGINEER'S electronic data base and modified to include new borders, legends and updated covers (referencing current Council members, etc.) Drawings will be prepared using 11"x17" paper, 1" = 20'-scale.

d. Perform a layout of the wastewater gravity collection system within the Broadway West service area. Considerations will be given to physical constraints, such as canals and stormwater piping. Gravity wastewater collection system layout will include consideration of VILLAGE-owned parcels locations and access to 3-phase electric power for lift station siting.

e. Provide a preliminary layout of the water system within the Broadway West service area. This will show side of the road, connectivity and preliminary hydrant spacing per Lee County Utilities Specifications.

Deliverables

- Existing Road/Utilities Base Map
- Collection system layout
- Oversize maps for presentations
- Wastewater pumping station siting
- Contract area boundary layouts
- CAD Files of base drawings consisting of survey data of existing conditions, existing known utilities and project stationing. Base drawings will be used as a basis for development of plan and profile sheets for the proposed improvements and new infrastructure will not be included in the base drawings

7.2 60%, 90% and 100% Construction Plans

Upon completion of the preliminary design, surveying and SUE efforts, ENGINEER will initiate design services for the water, wastewater, stormwater and roadway improvements:

The 60-percent submittal will generally include: drawings with survey and topographic information, all existing utility locations, all engineering drawings of the improvements in plan/profile view, per Lee County Utilities standards and details as well as specific details for utility connections, conflicts, crossings, etc., draft of technical specifications and an updated cost estimate. The 90-percent submittal will generally include: updated engineering drawings in plan/profile with section details for connections, conflicts, etc. (90% complete all disciplines), specifications (technical and bidding) incorporating the comments received for the VILLAGE on the 60-percent submittal, and an updated cost estimate. The 100-percent submittal will generally include: updated engineering drawings (100% complete all disciplines), specifications (technical and bidding) incorporating the

comments received for the VILLAGE on the 90-percent submittal, and an updated opinion of cost. Review meetings will be held with the VILLAGE following submittal at each completion stage.

A PDF set along with two (2) 11x17-inch sets of drawings and 8.5x11-inch specifications of each package will be provided to the VILLAGE for review. All drawings and specifications requested above this will be provided in electronic format only. A review meeting will be held with the VILLAGE following each submission. Comments will be incorporated into each subsequent design phase with a checklist of comments and how each comment was addressed. Tasks anticipated to be completed during this phase are summarized below:

a. Coordinate with private utility owners throughout the design, as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 60-percent completion stage.

   The final drawings shall generally include, but not be limited to the following for all improvements:

   1. General – 13 sheets
      Cover Sheet (1 sheet)
      General notes (1 sheet)
      Index of Drawings and General Notes (1 sheet)
      Legend and Abbreviations (1 sheet)
      Key Plan (1 sheet)
      Aerial Plan (1 sheet)
      Master Plan Sheets (3 sheets – water, wastewater and stormwater)
      Pavement Removal/Replacement Sheets (2 sheets)
      Protected Species Plan (1 sheet)
      Staging Area Plans (1 sheet)
   2. Civil/Process – 72 sheets
      Plan/Profile Sheets (52 sheets)
      Roadway Improvement Plans (10 sheets)
      Specific Detail Sheets (crossings, connections, etc.) (5 sheets)
      Standard Details (5 sheets)
   3. Structural – 7 sheets

      Structural Notes (1 sheet)
      Standard Pump Stations Plan and Sections (4 sheets)
      Structural Details (2 sheets)
   4. Electrical/Instrumentation – 13 sheets
      Electrical Legend (1 sheet)
      Electrical Notes (1 sheet)
      Electrical Site Plan Detail Sheets (4 sheets)

Single Line Wiring Diagram (2 sheets)
Panel Details (2 sheets)
Grounding Sheet (1 sheet)
Electrical Details (2 sheets)

b. A phasing map will be created based on funding and VILLAGE direction. It is anticipated there will be up to three phases that may include:
    1. Estero River Heights & Quarterdeck Cove
    2. Cranbrook Harbor
    3. Sherill Lane and Luettich Lane

c. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding. The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design.

d. Schedule, attend and prepare meeting minutes for design progress meetings (anticipated twice per month) with the VILLAGE. The meetings will be attended by the Project Manager and the others, as necessary.

Deliverables

- Design submittals to include drawings, large scale updated infrastructure maps, and project manual at the 60-percent, 90-percent and 100-percent completion stages, as defined above.
- Engineer's opinion of probable costs at the 60-percent, 90-percent and 100-percent completion stages.

TASK 8.0 – PERMITTING

Upon authorization, ENGINEER will perform the following permitting services:

8.1 Schedule and attend pre-application meetings with each regulatory agency for the purpose of verifying permit requirements. Prepare and distribute minutes of each meeting. It is anticipated that meetings will be held with the following agencies:

CONSULTANT shall prepare and submit the following permit applications:

8.2 VILLAGE of Estero - Development Order (DO) application with supporting documentation for all of the proposed improvements.

8.3 Lee County Utilities Review

8.4 FDEP - Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation.

8.5 Section 404 Permitting - FDEP Environmental Resource Permit and Section 404/10 Wetland Permitting - *If required

Should construction of the project require impacts to (or be proposed beneath) state and/or federal jurisdictional wetlands or surface waters, Consultant shall assist Owner with preparation and submittal of the appropriate state and/or federal environmental permit applications. The project area occurs along the boundary separating U.S. Army Corps of Engineers (USACE) Section 404 "retained" waters and Florida Department of Environmental Protection (FDEP) "assumed" waters. For projects with wetland/surface water impacts occurring in retained waters, the USACE will administer the Section 404 permit process, if required. For those with impacts to assumed waters, FDEP will oversee the Section 404 review.

The Consultant shall provide an environmental narrative and exhibits in support of the permit application(s) for the proposed project. It is assumed the project will be designed to qualify for a General Permit by FDEP under Chapter 62-330.453 or 62-330.457, FAC and Nationwide Permit 58 or Regional General Permit SAJ-14 by USACE. It is assumed that any impacts to wetlands and surface waters will be temporary in nature during the utility installation and no mitigation is required by the regulatory agencies. Should listed species usage be identified in the project area, consultant shall evaluate the potential project related impacts. Consultant will conduct up to two (2) meetings with Owner and FDEP or USACE staff to prepare the plans and calculations needed to complete the application. This task includes providing a response to two (2) requests for additional information from FDEP and USACE staff. Should an Individual permit be required by the FDEP or USACE, a supplemental agreement may be required. Should Owner revise the project design after initial permit application submittal, a supplemental agreement may be required to address modifications required to environmental reports, map exhibits, and calculations. If FDEP determines that the project requires sovereign submerged lands (SSL) authorization, a supplemental agreement may be required for any required SSL permitting/survey services.

8.6 Gopher Tortoise Survey, Permitting & Relocation (*If required) - Consultant will conduct one (1) 100% survey of the gopher tortoise habitat within the project limits to locate potentially occupied gopher tortoise burrows. The survey will be overseen by a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent. All gopher tortoise burrows will be marked with flagging tape and GPS survey located. Consultant will provide Owner with a digital (PDF) gopher tortoise survey map. The 100% gopher tortoise burrow survey must be conducted no more than 90 days and no fewer than 72 hours (excluding weekends and holidays) before excavation/relocation activities commence. FWC only considers surveys valid for 90 days from the survey date. Therefore, if additional surveys are required due to survey expiration prior to relocation, a supplemental agreement will be negotiated.

Consultant will coordinate with FWC staff, prepare and submit the required permit application materials necessary to apply for a "Gopher Tortoise 10 or Fewer Burrows Permit" to relocate tortoises to an FWC-permitted long-term, protected recipient site. If greater than 10 burrows will be affected by the project, a different permit type will be required by FWC and a supplemental agreement will be required. Owner is responsible for paying FWC application fees and mitigation contributions required by FWC (Estimated at $230). FWC regulations stipulate a permit application review time of 90 days, although most permits are issued by FWC within approximately 45 – 60 days of receipt of a complete application.

8.7 NPDES Permits

8.8 Lee County DOH - Application for a Specific Permit to Construct PWS Components (FDEP Form 62-555.900(1)) along with supporting documentation.

8.9 SFWMD - Prepare and submit an Environmental Resource Permit (ERP) application to the SFWMD for the stormwater improvements (catch basins & piping) associated with the proposed roadway widening and miscellaneous stormwater improvements. The proposed widening will not create additional travel lanes and are intended to provide roadway safety upgrades which are not required to provide additional stormwater improvements.

Permitting Notes and Assumptions:

Dewatering Permit - The selected Contractor will be required to prepare application with required documentation and apply for a dewatering permit.

No wetland mitigation is anticipated or included within this scope of services.

Deliverables

- Agenda and meeting minutes from pre-submittal meetings with each agency.
- Draft permit applications and supporting documentation.
- Request for permit application fees along with backup documentation, as required.
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required.
- Copies of responses to RAIs.
- Original permits, once received.

TASK 9.0 – POST DESIGN SERVICES

Scope and fee for these services will be provided later once the Construction Phasing is determined. A Supplemental Authorization will be required to add these services.

TASK 10 – PUBLIC INVOLVEMENT

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

10.1 Initial Public Outreach

a. Project planning & coordination with project team - The SUB-CONSULTANT will meet initially with the VILLAGE and project team to strategize together on project planning with regards to the public and affected parties. Both will coordinate activities so that the SUB-CONSULTANT can pro-actively notify the public.

b. Attend Design Progress Meetings - The SUB-CONSULTANT shall attend project progress meeting to obtain the most up-to-date information from the engineer on the status of the project.

c. Attend Construction Progress Meetings - The SUB-CONSULTANT shall attend project progress meeting to obtain the most up-to-date information from the engineer on the status of the project.

d. Attend Coordination Meetings with Village of Estero - The SUB-CONSULTANT shall attend coordination meetings with Village of Estero staff/officials to obtain the most up-to-date information of the project.

10.2 Design Public Involvement Activities

a. Prepare mailing list database - The SUB-CONSULTANT shall identify residents and businesses in the project area, permit and review agencies, property owners and tenants adjacent to and other interested parties that may be designated by the VILLAGE and prepare a mailing database of all such entities. The database will be added to and/or updated on an as-needed basis.

b. Prepare email database - The SUB-CONSULTANT shall develop a comprehensive email database for all elected officials, agencies, property owners, tenants, and interested parties. The databases will be added to and/or updated on an as-needed basis.

c. Project Kick-off newsletter (1) - The SUB-CONSULTANT shall prepare a project kick-off newsletter addressing frequently asked questions for distribution to elected officials, public officials, property and business owners, stakeholders and other interested parties. The newsletters will be sent by the SUB-CONSULTANT.

d. Project PowerPoint Presentation - The CONSULTANT shall develop a project PowerPoint Presentation to be used for meetings. The SUB-CONSULTANT shall assist with the PowerPoint Presentation.

e. Communicate & coordinate onsite visits with affected parties - The SUB-CONSULTANT shall schedule and attend onsite meetings with property owners/tenants to discuss their concerns.

f. Advanced Notification - The SUB-CONSULTANT shall prepare a notification letter to elected officials/agencies, property owners and interested parties.

g. Preparation of press release, media/media interviews - At the beginning of and throughout the project as needed, The SUB-CONSULTANT shall provide press releases to media and assist with media interviews.

10.3 Design Public Meetings (3)

a. Secure meeting sites - The SUB-CONSULTANT will coordinate with VILLAGE staff and investigate potential meeting sites to advise the VILLAGE on their suitability.

b. Newsletters (3) - The SUB-CONSULTANT shall prepare newsletter for distribution to elected officials, public officials, property owners along the corridor, review committee members and other interested parties. The newsletters will be sent by the SUB-CONSULTANT.

c. Prepare press release for public meetings - The SUB-CONSULTANT shall provide press releases to announcing the public meeting.

d. Prepare advertisements (legal ad) (3)

e. The SUB-CONSULTANT will prepare a public information meeting advertisement to be placed in the News-Press.

f. Develop & prepare meeting materials - The SUB-CONSULTANT shall prepare the necessary materials for use in public meeting including materials such as hand-outs, scripts or agenda for presentation, graphics for presentation (to be mounted on boards district specify), briefing and debriefing of VILLAGE staff, displays of plans and report(s) for the public display, etc.

g. Attend, Setup and Breakdown at Public Information Meetings (3) - The SUB-CONSULTANT shall schedule and attend three (3) public meetings, assisting with meeting setup and breakdown.

h. Tech Memorandum - The SUB-CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments

made during or after the meeting and responses to those written comments in the form of a meeting summary.

10.4 Public Inquiries – respond and record requests/concerns from the public
At the beginning of the project, SUB-CONSULTANT shall establish a telephone hotline and shall maintain and record all calls throughout the project.

10.5 Project Website
CMA will prepare and maintain a project website to provide information on project events, construction progress maps and status. The SUB-CONSULTANT will provide a page to respond to questions and solicit email for a list of interested stakeholders to provide progress and/or informational electronic mailings.

10.6 Reimbursable Expenses (CMA)
Reimbursable expenses will include printing, postage, legal ads, room rentals and equipment rentals.

EXHIBIT B

PRICING PROPOSAL

EXHIBIT B
BROADWAY WEST UTILITY EXPANSION
COMPENSATION

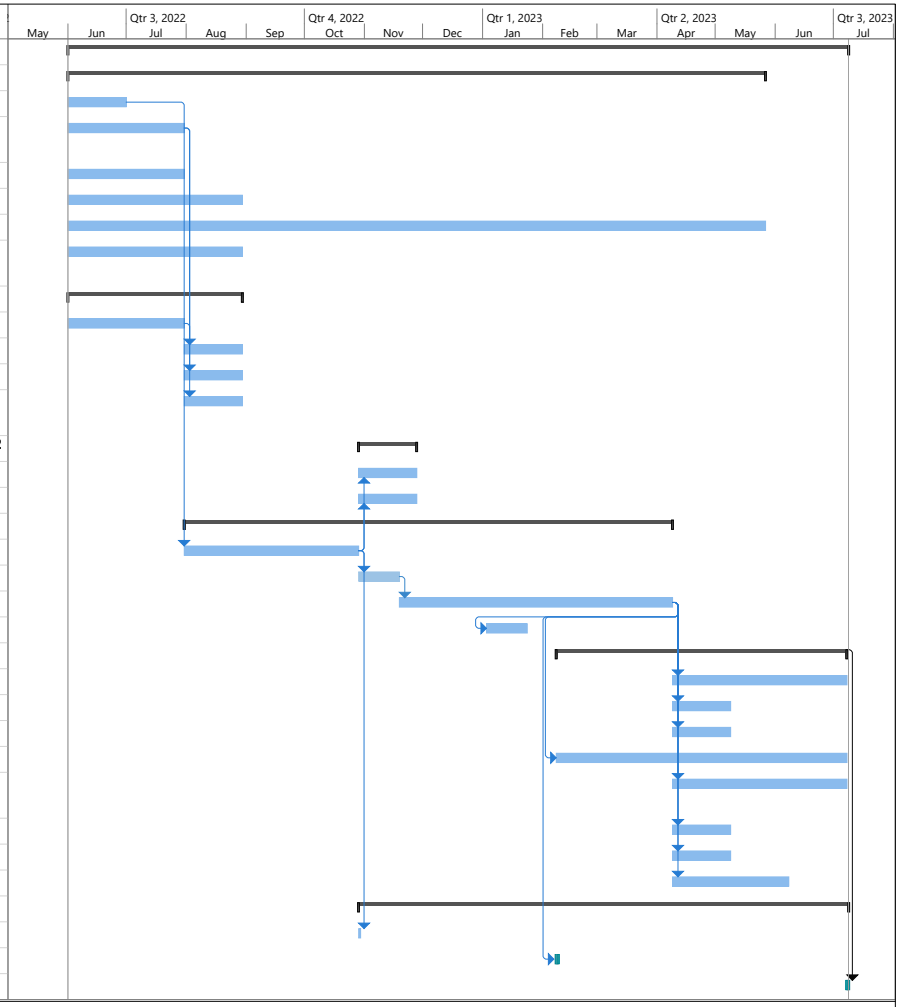
For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the OWNER shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (NTE, T&M)
1.0	PROJECT MANAGEMENT	$60,960	NTE
2.0	PRELIMINARY SERVICES		
2.1	Data Collection	$18,900	NTE
2.2	Hydraulic Modeling	$45,420	NTE
2.3	Property Acquisition Coordination	$23,910	NTE
2.4	Funding Assistance	$40,350	NTE
2.5	Assessment Assistance	$25,670	NTE
2.6	Utility Easement/Right-of-Way Acquisition Assistance	$26,910	NTE
3.0	SURVEYING SERVICES		
3.1	Surveying	$153,700	NTE
3.2	Subsurface Utility Exploration (SUE)	$44,800	NTE
4.0	(SUB) GEOTECHNICAL INVESTIGATIONS	$49,979	NTE
5.0	(SUB) CULTURAL RESOURCE ASSESSMENT SURVEY (CRAS)	$26,480	NTE
6.0	ENVIRONMENTAL ASSESSMENT		
6.1	Habitat Mapping & Protected Species Assessment	$5,220	NTE
6.2	Florida Bonneted Bat – Roost and Acoustic Survey	$14,310	NTE
7.0	CONSTRUCTION PLANS		
7.1	Preliminary Design	$99,020	NTE
7.2	60%, 90% and 100% Construction Plans	$268,120	NTE
8.0	PERMITTING		
8.1	Pre-app Meetings	$3,840	NTE
8.2	Village of Estero Development Order	$7,920	NTE
8.3	Lee County Utilities Review	$3,660	NTE
8.4	FDEP Wastewater Collection/Transmission System	$3,660	NTE
8.5	Section 404 Permitting – FDEP ERP and Section 404/10 Wetland Permitting (*If required)	$17,440	NTE
8.6	Gopher Tortoise Survey, Permitting and Relocation (*If required)	$10,875	NTE
8.7	NPDES Permits	$1,770	NTE
8.8	Lee County DOH – Specific permit for PWS Components	$4,500	NTE
8.9	SFWMD – ERP for Stormwater Improvements	$14,060	NTE
9.0	POST DESIGN SERVICES	TBD	
10.0	(SUB) PUBLIC INVOLVEMENT		
10.1	(SUB) Initial Public Outreach	$12,539	NTE
10.2	(SUB) Design Public Involvement Activities	$15,599	NTE
10.3	(SUB) Design Public Meetings (3)	$26,294	NTE
10.3	Design Public Meetings (3)	$9,900	NTE
10.4	(SUB) Public Inquiries – Respond/record requests/concerns from public	$3,444	NTE
10.5	(SUB) Project Website	$9,014	NTE
10.6	(SUB) Expenses	$12,499	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		**$1,060,763.00**	**NTE/T&M**

EXHIBIT B

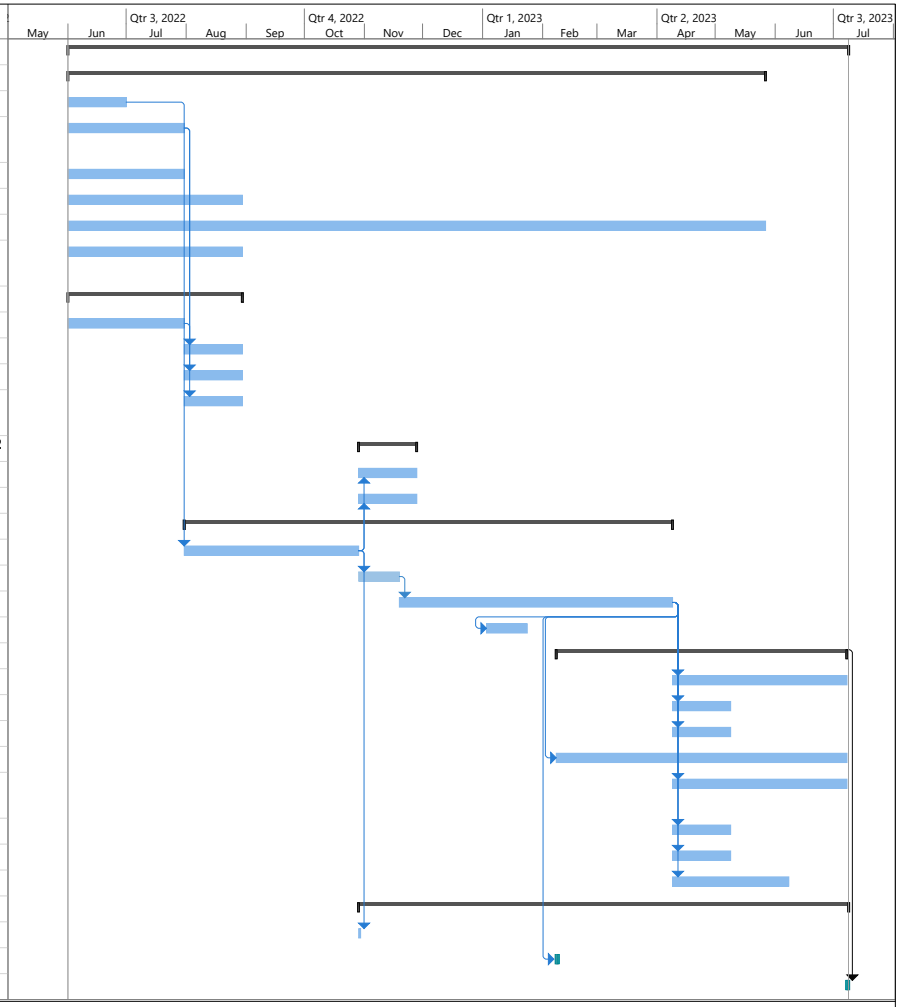
PROJECT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	**BROADWAY AVENUE WEST UTILITIES EXTENSION PROJECT**	**403 days**	**Wed 6/1/22**	**Sat 7/8/23**
2	**Task 2.0 - Preliminary Services**	**360 days**	**Wed 6/1/22**	**Fri 5/26/23**
3	Task 2.1 - Data Collection	30 days	Wed 6/1/22	Thu 6/30/22
4	Task 2.2 - Hydraulic Modeling (Potable Water, Wastewater & Stormwater)	60 days	Wed 6/1/22	Sat 7/30/22
5	Task 2.3 - Property Acquisition Coordination	60 days	Wed 6/1/22	Sat 7/30/22
6	Task 2.4 - Funding Assistance	90 days	Wed 6/1/22	Mon 8/29/22
7	Task 2.5 - Assessment Assistance	360 days	Wed 6/1/22	Fri 5/26/23
8	Task 2.6 - Utility Easement / Right-of-Way Acquisition Assistance	90 days	Wed 6/1/22	Mon 8/29/22
9	**Task 3.0 - Surveying**	**90 days**	**Wed 6/1/22**	**Mon 8/29/22**
10	Task 3.1 - Surveying	60 days	Wed 6/1/22	Sat 7/30/22
11	Task 3.2 - Subsurface Uitlity Exploration (SUE)	30 days	Sun 7/31/22	Mon 8/29/22
12	**Task 4.0 - GEOTECHNICAL INVESTIGATIONS**	30 days	Sun 7/31/22	Mon 8/29/22
13	**TASK 5.0 - CULTURAL RESOURCE ASSESSMENT SURVEY (CRAS)**	30 days	Sun 7/31/22	Mon 8/29/22
14	**TASK 6.0 - ENVIRONMENTAL ASSESSMENT**	**30 days**	**Sat 10/29/22**	**Sun 11/27/22**
15	Task 6.1 - Habitat Mapping & Protected Species Assessment	30 days	Sat 10/29/22	Sun 11/27/22
16	Task 6.2 - Florida Bonneted Bat - Roost & Acoustic Survey	30 days	Sat 10/29/22	Sun 11/27/22
17	**TASK 7.0 - CONSTRUCTION PLANS**	**252 days**	**Sun 7/31/22**	**Sat 4/8/23**
18	Task 7.1 - Preliminary Design	90 days	Sun 7/31/22	Fri 10/28/22
19	Council Presentation - After Preliminary Plans	21 days	Sat 10/29/22	Fri 11/18/22
20	Task 7.2 - 60%, 90% & 100% Construction Plans	141 days	Sat 11/19/22	Sat 4/8/23
21	Council Presentation - After 60% Plans	21 days	Tue 1/3/23	Mon 1/23/23
22	**TASK 8.0 - PERMITTING**	**150 days**	**Wed 2/8/23**	**Fri 7/7/23**
23	Task 8.2 - Village of Estero LDO	90 days	Sun 4/9/23	Fri 7/7/23
24	Task 8.3 - Lee County Utilities Review	30 days	Sun 4/9/23	Mon 5/8/23
25	Task 8.4 - FDEP - Wastewater Permitting	30 days	Sun 4/9/23	Mon 5/8/23
26	Task 8.5 - Section 404 Permitting (If required)	150 days	Wed 2/8/23	Fri 7/7/23
27	Task 8.6 - Gopher Tortoise Survey, Permitting & Relocation (If required)	90 days	Sun 4/9/23	Fri 7/7/23
28	Task 8.7 - NPDES Permits	30 days	Sun 4/9/23	Mon 5/8/23
29	Task 8.8 - Lee County DOH - Potable Water	30 days	Sun 4/9/23	Mon 5/8/23
30	Task 8.9 - SFWMD ERP Stormwater Improvements	60 days	Sun 4/9/23	Wed 6/7/23
31	**TASK 10.0 - PUBLIC INVOLVEMENT**	**253 days**	**Sat 10/29/22**	**Sat 7/8/23**
32	Task 10.3 - Design Public Meetings after Preliminary Design	1 day	Sat 10/29/22	Sat 10/29/22
33	Task 10.3 - Design Public Meeting after 90% Plans	1 day	Wed 2/8/23	Wed 2/8/23
34	Task 10.3 - Design Public Meeting when Bid Ready	1 day	Sat 7/8/23	Sat 7/8/23



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CN No.: CN 2022-03

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2022-03

Project Name: Broadway Avenue West UEP Design & Permitting Services

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name: MIchael Dickey, PE

Company Name: Johnson Engineering, Inc.

Date: November 15, 2021

CN No.: CN 2022-03

NAMES & ADDRESSES OF OWNERS

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

Lonnie V. Howard, 1386 Coffee Mill Hammock Road, Moore Haven, FL 33471

Ryan K. Bell, 25007 67th Ave E., Myakka City, FL 34251

Michael S. Dickey, 17060 Shady Grove Lane, Cape Coral, FL 33909

Matthew M. Howard, 375 Pollywod Point, LaBelle, FL 33935

Dana L. Hume, 5720 Grillet Place, Fort Myers, FL 33919

Andrew D. Tilton, 18810 Serenoa Court, Alva, FL 33920

Kevin M. Winter, 7270 Swan Lake Drive, Fort Myers, FL 33919

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Broadway Ave. East Utility Extension Project Design and Permitting Contract – Tetra Tech

Motion to approve the contract with Tetra Tech, Inc. for the Broadway Ave. East Utility Extension Project Design and Permitting (CN 2022-04) in the amount of $1,134,239, plus a 10% contingency.

Background:

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

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

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

The communities along Broadway Ave. include the majority of the septic tanks located within the Village of Estero. The Village is proposing two projects to design and permit the extension of water and sewer into the communities along Broadway Ave. The subject of this agenda item is Broadway Avenue East. This is generally the Trailside area and the communities located along Broadway Ave. east of US41. A location map has been attached.

Description:

Pursuant to Chapter 287.055 Florida Statutes, the engagement of a firm to provide professional engineering services such as those required for the Broadway Avenue East Utilities Extension Project (UEP) 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.

Village Council previously approved the ranking of the firms as follows: Number 1 – Tetra Tech, Inc.; Number 2 – Johnson Engineering, Inc.; Number 3 – CW3 Engineering, Inc.; Number 4 – JR Evans Engineering, P.A and directed Village Staff to negotiation a contract with the number 1 ranked firm, Tetra Tech, Inc.

Staff has completed contract negotiations with Tetra Tech to provide professional services for the extension of utilities to communities along Broadway Ave. East. Services include:

1. Surveying
2. Preliminary Design
3. Public Meetings
4. Construction Plans
5. Permitting

Construction services such as bid assistance and construction engineering inspection (CEI) are not included in this contract because the scope of those services is not yet known. A separate contract(s) will be provided when the scope of those services are known.

Action Requested:

Motion to approve the contract with Tetra Tech, Inc. to provide design and permitting services for Broadway Ave. East UEP in the amount of $1,134,239

Also approve a contingency fund amount of $114,000 (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 Tetra Tech, Inc. and any other related ancillary documents on behalf of the Village Council.

Process and Timeline:

Tetra Tech will provide design and permitting services for the UEP. The schedule for construction will be determined by Village Council at a later date. Following is a summary of the design and permitting scheduled for the Broadway East UEP.

Preliminary Design Services:	7/2022 – 12/2022
Construction Plans:	8/2022 – 6/2023
Permitting:	1/2023 – 7/2023
Public Meetings:	Approx. 9/2022 & 2/2023

Financial Impact:

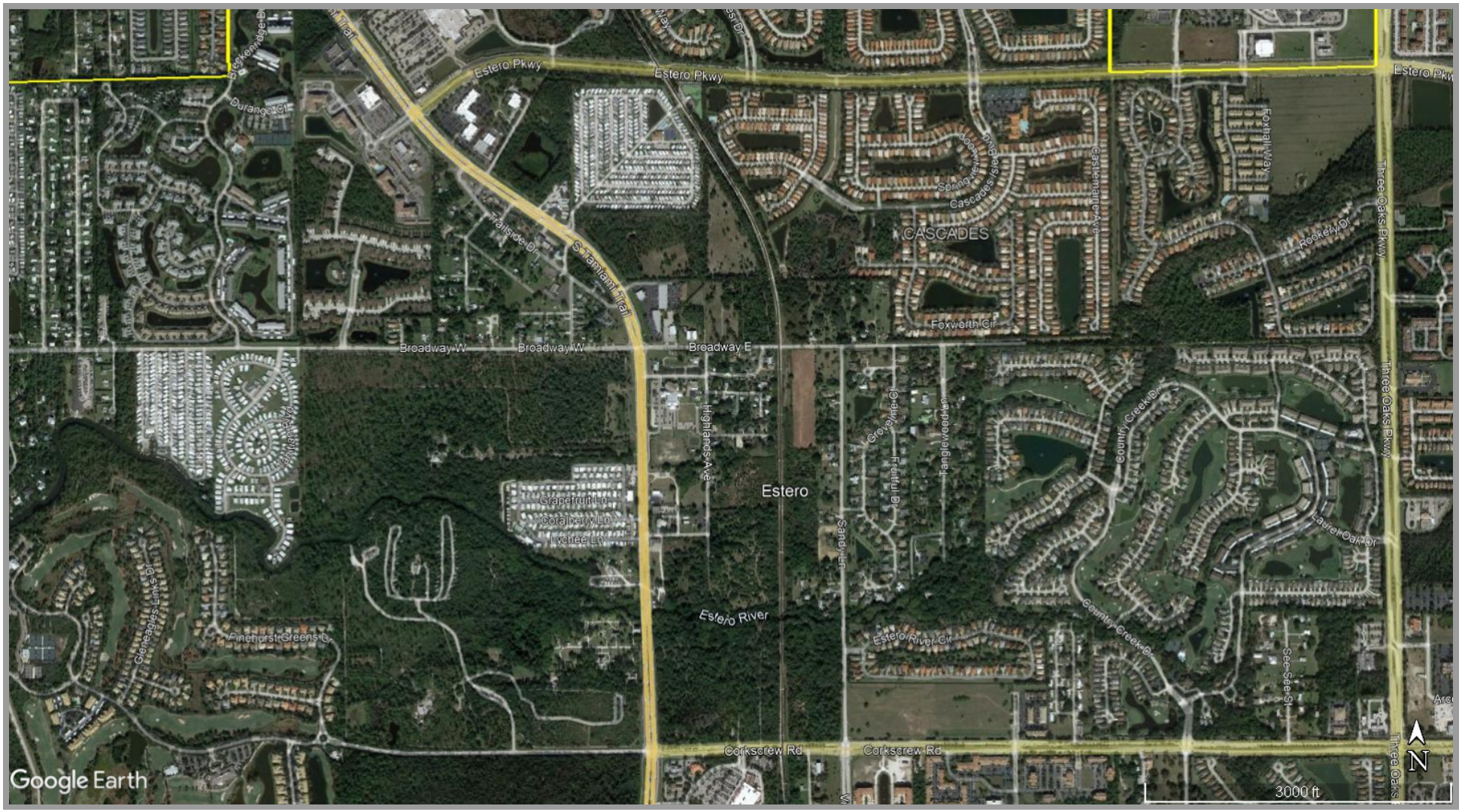
Fiscal impact is $1,248,239 which includes the contract amount of $1,134,239 plus a 10% contingency of $114,000.

Agenda Item 7a; Resolution 2022-09 Budget Amendment No. 01 includes $1,250,000 for the Broadway Ave East UEP Project.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. Tetra Tech Contract
3. Project Schedule
4. Ownership Disclosure


Estero Pkwy
Estero Pkwy
Estero Pkwy
Durango Ct
Trailside Dr
S Tamiami Trail
CASCADES
Foxhall Way
Castlemaine Ave
Rookery Dr
Three Oaks Pkwy
Foxworth Cir
Broadway W
Broadway W
Broadway E
Highlands Ave
Estero
Grapefruit Ln
Coralberry Ln
Lychee Ln
Sandpiper Ln
Tanglewood Dr
Country Creek Dr
Laurel Oak Dr
Estero River
Estero River Cir
Country Creek Dr
See-See St
Finehurst Greens Dr
Corkscrew Rd
Corkscrew Rd
Three Oaks
Google Earth
3000 ft
N

THIS AGREEMENT, is made and entered into this 18 day of May 2022 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 Tetra Tech, Inc. whose address is 10600 Chevrolet Way, Suite 102, Estero, FL 33928, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Design and Permitting Services for its Broadway Avenue East Utilities Extension Project (UEP); 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 2022-04; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to CN 2022-04 on February 22, 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 2022-04 Broadway Avenue East Utilities Extension Project (UEP), consisting of pages 1 through and including 25 with one addenda and the Proposal submitted by Bidder dated November 15, 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 2022-04 Broadway Avenue East Utilities Extension Project (UEP) 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 $1,134,239 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 appropriate of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserves the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the 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: Tetra Tech, 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.

Tetra Tech, Inc.

WITNESSES:

Signed By:_____

Print Name:_____

Date:_____

Signed By:_____

Print Name:_____

Date:_____

Signed by: _____

Print Name: _____

Title: _____

Date: _____

VILLAGE OF ESTERO

By:_____
Steve Sarkozy, Village Manager

Date: _____

ATTEST:

By:_____
Carol Sacco, Village Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Robert D. Pritt, J.D., B.C.S. Interim Village Attorney

Exhibit List:
Exhibit A – Scope of Services
Exhibit B – Pricing Proposal
Exhibit C – Project Schedule

EXHIBIT A

BROADWAY AVENUE EAST UTILITIES EXTENSION PROJECT (UEP)

STATEMENT OF WORK

EXHIBIT A

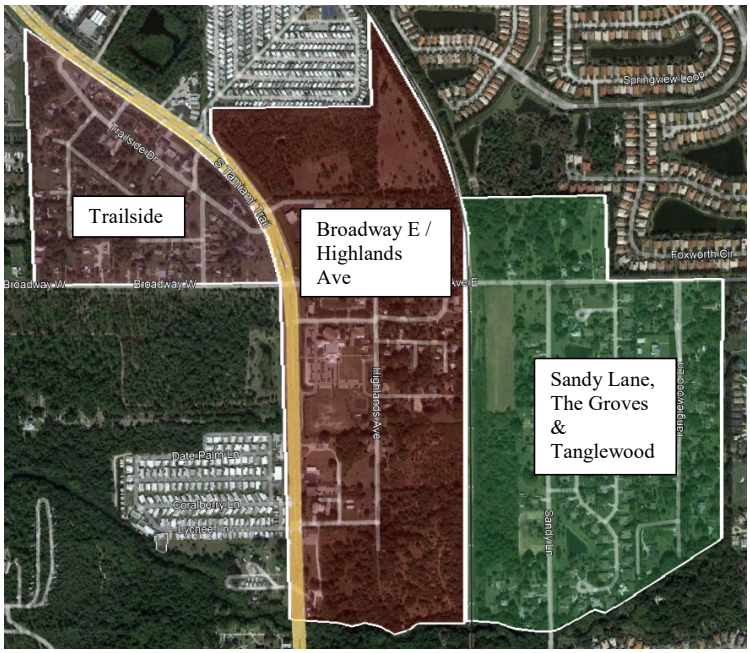
BROADWAY EAST UTILTY EXPANSION

STATEMENT OF WORK

A. Project Overview

As part of an effort to improve water quality in the Estero River, the Village of Estero (VILLAGE) has initiated a utility expansion program. The initial phase, which is currently under design, includes the decommissioning of three (3) private wastewater treatment plants (WWTPs). The second phase, and subject of this Statement of Work, includes expanding potable water, wastewater and stormwater improvements to areas within Broadway Avenue East. As the VILLAGE does not own its own utility system, this plan includes dedication of the potable water and wastewater components to Lee County Utilities (LCU). The Village intends to use a variety of funding sources including those received through the American Rescue Plan Act of 2021 (ARPA) to assist in funding and will develop an assessment program for infrastructure payback by the parcel owners.

The Broadway East Service area consists of approximately 272 acres and includes 271 parcels. Although the area is primarily residential, there are multiple churches, a fire station and business corridor centered around U.S. 41. As noted in the Estero Sewer Feasibility Study, much of the area is not provided with potable water service, although there is a 10-inch water main located on the south side of Broadway East.



More specifically, Broadway East can be broken into the three (3) following sub areas as displayed above:

- Area A (Trailside) – This area includes a mix of residential, commercial as well as one church. There are four (4) private roads (Park Avenue (1,000 linear feet (lf)), Park Drive (200 lf), Northwest Drive (800 lf) and Westwood Drive (1,300 lf), each of which includes a single plat over them based on information from the Lee County Property Appraiser's website. In addition, there are three (3) public roads maintained by the VILLAGE (Broadway West (1,900 lf), Poinciana Avenue (700 lf) and Trailside Drive (2,200 lf). Based on the Preliminary

Design Report (PDR) prepared for the proposed water and wastewater improvements, this area is proposed to include approximately 9,000 lf of potable water improvements; 1,000 lf of wastewater force main; one (1) wastewater pump station (easement required); 8,400 lf of gravity collection piping; and stormwater improvements along Park Avenue from Broadway Avenue West to Trailside Drive (1,400 lf). Within this area there are 67 residential parcels, 8 active business parcels and one church. In addition, there is approximately 1.5 acres of vacant church owned land. This section will require coordination with the Design Engineer for Broadway West UEP as the wastewater pump station proposed for this section is expected to feed into the Broadway West UEP area.

- Area B (Broadway East/Highlands Ave) - This area includes a mix of residential, commercial as well as multiple churches and one fire station. The area is bordered by U.S. 41 on the west and Seminole Gulf Railway on the east. There are five private roads (Estero Court (200 lf), Judeth Lane (500 lf) Mockingbird Lane (770 lf), Dove Lane (210 lf) and Orange Blossom Lane (375 lf). With the exception of Judeth Lane, there is one (1) parcel owner requiring access approval from each of these roads. Judeth Lane has 10 individual parcel owners which will require access approval from each. In addition to the private roads, there are four (4) public roads which include Broadway East (900 lf), Lords Way Street (600 lf), Highlands Avenue (1,800 lf) and County Road (600 lf). Based on the PDR, this area is proposed to include approximately 3,800 lf of potable water improvements; 1,300 lf of wastewater force main; one (1) wastewater pump station located near the southern end of Highlands Avenue; and 5,900 lf of gravity collection piping. Within this area there are 31 residential parcels, 8 active business parcels, 2 churches and one fire station, as well as approximately 34.4 acres of VILLAGE owned vacant land located on the south side of Broadway East and 34.6 acres of privately owned vacant land located on the north side of Broadway East. This segment will also include coordination with the Design Consultant that will be performing the bike/ped improvements along Sandy Lane.

- Area C (Sandy Lane, The Groves & Tanglewood) – This area consists of 17 residential parcels along Sandy Lane as well as one vacant 5.44 acres parcel bordering Broadway East (adjacent to Seminole Gulf Railway). This area also includes The Grove development which includes 72 parcels. Within Tanglewood, there are 27 residential parcels. Sandy Lane (3,900 lf) and Broadway East (1,000 lf) are owned and maintained by the VILLAGE while the 4,400 lf of roads within The Groves are owned by The Groves Homeowners Association (HOA). Tanglewood Lane (2,500 lf) is privately owned by the 27 residential parcels. Easements from each property owner will be required to install the proposed utilities (or the road and a right-of-way will need to be acquired). It is noted that currently the roads within The Groves are for roadway use only and there is a separate 10-ft wide utility easement located on each side of the interior roads. Based on the PDR, this area is proposed to include approximately 9,500 lf of potable water improvements; 10,500 lf of gravity collection piping; 1,900 lf of wastewater force main (based on extending force main along Sandy Lane to Corkscrew Road; and one (1) wastewater pump station located along Broadway East near the entrance to Tanglewood. (Depending on preliminary design efforts, a second wastewater pump station may be located along Sandy Lane near the west entrance to The Groves. Coordination with the VILLAGE's Consultant performing the sidewalk improvements along Sandy Lane will be critical for design as well as ancillary professional services (survey, subsurface utility exploration and geotechnical services as well as construction).

As mentioned above, multiple roads (listed below) within the east service area are private, and will require either utility easements, or road/right-of-way acquisition by the VILLAGE. In either case in order to place the utilities, a corridor must be secured by the VILLAGE. Easement or right-of-way acquisition shall be performed by the VILLAGE and has been excluded from this scope of services.

- Park Avenue (1 owner)
- Park Drive (1 owner)
- Northwest Drive (1 owner)
- Westwood Drive (1 owner)
- Estero Court (1 owner)
- Mockingbird Lane (1 owner
- Dove Lane (1 owner)
- Orange Blossom Lane (1 owner)
- Harvest Wood Court (1 owner – Groves HOA)
- Groveline Court (1 owner – Groves HOA)
- Fruitful Drive (1 owner – Groves HOA)
- Judeth Lane (10 owners)
- Tanglewood Lane (27 owners)

B. PROJECT TEAM

For this effort, Tetra Tech, Inc. (ENGINEER) will perform the proposed services with the help of the following subconsultants for specialized services:

- Ardaman & Associates, Inc. (AAI) will perform the geotechnical investigations which will be used to assist with design.
- AIM Engineering will perform subsurface utility exploration (SUE).
- Archeological Consultants, Inc. (ACI) will perform archeological and historical reviews.
- Cella Molnar & Associates will assist with Public Involvement.

C. SCOPE OF SERVICES

The scope of services presented below is for the professional services requested to be performed by the ENGINEER.

Task 1 – Project Management

1.1. Management Services

Throughout the contract, the ENGINEER will perform the following Project Management services from project inception through completion to include the following services:

a. ENGINEER will schedule and conduct a project kickoff meeting with the VILLAGE for the purpose of introducing team members and defining their roles; to communicate project objectives; and to identify resource and information needs. ENGINEER will prepare and distribute minutes of the meeting.

b. Develop and maintain a Project Management Plan (PMP) complete with team member roles, schedules, deliverable deadlines, project cash drawdown schedule, a health and safety plan and related components necessary to manage the proposed project.

c. Oversee all aspects of ENGINEER's contract obligations.

d. Prepare and submit to the VILLAGE a monthly project status report summarizing work progress since previous report, updated project schedule, budget expenditure summary, and updated project cash flow drawdown schedule. The project status report will be submitted monthly with the ENGINEER's invoicing.

e. Coordinate schedules and roles with discipline leaders.

f. Coordinate external services and schedules of subconsultants, other local utility providers and governmental agencies.

g. Coordinate with the Village's Sandy Lane & Broadway East bicycle and pedestrian improvement consultant to ensure the designs of both projects are coordinated.

h. Coordinate quality assurance and quality control reviews.

i. Hold internal team meetings to assist with scheduling and management as well as for design coordination (20 estimated).

j. Schedule and conduct progress meetings with VILLAGE staff. The progress meetings will be held once per month (12 estimated). The ENGINEER will prepare and distribute meeting agenda and minutes of each progress meeting. Progress meetings will be attended by the Project Manager and others as needed based on progress of project. Other attendees may participate via conference call.

k. Prepare detailed project design and permitting schedule. Prepare monthly updates of the project schedule and implement corrective measures to maintain the schedule. The project schedule will be prepared using Microsoft Office software.

l. The ENGINEER will prepare and transmit all files electronically at the end of the project on a flash drive or other media approved by the VILLAGE.

m. Perform overall management of the professional services necessary to complete the scope of services as defined.

Deliverables

- Kickoff Meeting Agenda and Minutes
- Project Management Plan
- Progress Meeting Agendas and Meeting Minutes
- Monthly Status Reports
- Electronic Project Files
- Project Schedule

Task 2 – Preliminary Services

2.1. Data Collection

Upon authorization, ENGINEER will perform the following Data Collection services:

a. Prepare a list of items to be provided by the VILLAGE and Lee County Utilities as necessary to complete the tasks described within this scope of services. Those items will include, but not be limited to:

1) From VILLAGE

- Existing survey data files performed previously within the project area.
- List of VILLAGE-owned parcels within the project area.
- Boundary survey drawings associated with the property acquisition and VILLAGE-owned parcels proposed for consideration of staging areas.
- Existing stormwater system infrastructure data including pipe sizes, locations, outfall locations, sizing, swale grading records, as-builts, GIS data, existing flooding problem areas, etc.
- Copies of previous studies or master planning documents.
- Copies of geotechnical investigations and recommendations reports that may exist in the vicinity.

2) From Lee County Utilities (LCU) – ENGINEER to make request directly to LCU

- Drawing files in AutoCAD (electronic format) for existing underground utilities within the area, including all survey and design data, as may exist.

- GIS for existing utility components where design data may not exist.

- Hydraulic model input files (electronic format) for Lee County's current potable water and wastewater systems.

b. Perform a field review of all existing properties within the service area, to verify driveway types (concrete, asphalt, decorative, etc.) as well as the location of the existing septic tanks for location of laterals.

c. Contact Sunshine State One-Call of Florida to obtain contacts for existing utilities within the project area. Contact utility providers identified through the Sunshine State One-Call process to determine if any private utility infrastructure exists within the project area. Obtain utility data (as-builts, CAD files, which may exist in order to incorporate information in design criteria).

Deliverables

- Data Request
- Summary of Data Received

2.2. Preliminary Layouts

Upon authorization, ENGINEER will perform the following services related to the potable water improvements, wastewater system improvements, wastewater pumping station locations, and construction contract areas:

a. Utilizing data collected, develop a base map of known utilities and roads (centerlines and edge of pavement (EOP)). In particular, this task will consider infrastructure that may create a boundary constraint for the gravity wastewater collection system, such as canals, major roadways, and large diameter or deep stormwater piping.

b. Perform a layout of the wastewater gravity collection system within the Broadway East service area. Considerations will be given to physical constraints, such as canals and stormwater piping. Gravity wastewater collection system layout will include consideration of VILLAGE-owned parcels locations and access to 3-phase electric power for lift station siting.

c. Perform a count of the number of parcels along each road for the purpose of assisting with flow projections and ultimately gravity collection pipe sizing. This effort will also assist in sizing and locating of the wastewater pumping stations.

d. ENGINEER will rely on the VILLAGE to provide any information that is available on planned development within the area to ensure that the proposed sewer design is consistent with the proposed land uses and projected flows. If no information is available Engineer will work with the Village to estimate flows.

e. Once the gravity collection system routing has been laid out using industry standards for slope (0.4%) and working to minimize the maximum depth to less than 20-feet,we will lay out a system. Considerations will include efforts to optimize the gravity sewer layout and to minimize the number of stations while considering physical constraints (canals, stormwater piping, etc.) and the location of VILLAGE-owned parcels. The goal will be to locate stations on VILLAGE-owned parcels or within public rights-of-way (such as for the potential station to serve the Groves and Tanglewood along East Broadway Avenue in the widened right-of-way section). ENGINEER will

rely on the VILLAGE to confirm which VILLAGE-owned parcels are available for use when siting lift stations and/or for staging purposes.

f. Arrange and attend up to four (4) meetings (in addition to coordination meetings) with the VILLAGE to review alternatives for gravity collection, contract areas and wastewater pumping station locations.

Deliverables

- Existing Road/Utilities Base Map
- Collection system layout
- Wastewater pumping station siting
- Contract area boundary layouts

2.3. Hydraulic Modeling

The ENGINEER will perform the modeling efforts using Lee County's current InfoWater models for the potable water and wastewater systems and we will use adICPR for localized stormwater system improvements Prior to final design, the ENGINEER will provide the model results and associated pipe and pump station sizing to Lee County for confirmation and acceptance of proposed pipe and pump station sizing. The following modeling efforts are proposed:

a. Potable Water – Update the existing pressure system hydraulic model for potable water to incorporate infrastructure proposed within the service area. To assist with this effort, the most current model will be obtained from Lee County. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping. This effort will include:

1) Input of infrastructure proposed within the service area.

2) Identification of alternatives for evaluation.

3) Modification and updating of the model for demand projections within the service area.

4) Performing steady state model simulations to confirm required pipe sizes and routing of the potable water distribution piping within the service area.

5) Verifying pipe pressures and velocities meet applicable standards.

6) Identification of locations for connections to existing potable water system infrastructure, proposed developments and locations for stub-outs for future utility extensions.

7) Verifying hydrant locations and fire flow conditions are met.

8) Review and verify transmission piping locations and sizing.

b. Wastewater – Update the existing pressure system hydraulic model for wastewater to incorporate infrastructure proposed within the service area. The ENGINEER will rely on the County to provide a calibrated model. No calibration efforts are proposed as part of this scope. The ENGINEER will utilize this model to perform final pipe sizing for the distribution piping and to review sizing of the transmission piping. This effort will include:

1) Input of Infrastructure proposed within the service area.

2) Identification of alternatives for evaluation.

3) Modification and updating of the model for demand projections within the service area.

4) Performing steady state model simulations to confirm required pipe sizes and routing of the wastewater force main piping within the service area.

5) Verifying pipe pressures and velocities within the pipes with standards.

6) Identification of locations for connections to existing wastewater system infrastructure, proposed developments and locations for stub-outs for future utility extensions.

7) Utilize the model to determine pump sizing for each lift station.

c. Stormwater - Evaluate stormwater infrastructure within the Trailside and Tanglewood Lane areas of the Broadway East service area. As understood, surface water management on the east side of U.S. 41 is sufficient and not anticipated to require further review or modifications under this scope of services. To assist with this effort, a hydrologic and hydraulic (H&H) model will be developed utilizing the VILLAGE's existing adICPR model as a starting point to ascertain existing infrastructure and identify improvements that could be made. The ENGINEER will utilize this model to perform final pipe sizing for the conveyance of stormwater runoff to existing and proposed outfalls within the project area. This effort will include:

1) Perform a field review of the stormwater system as well as a review of GIS data for the areas to be identified by the VILLAGE as problem areas (estimated to include Trailside, Highlands Ave & side streets and Tanglewood Lane) in order to verify existing drainage infrastructure (pipes, catch basins, etc.) that may require replacement or modification either as a result of proposed improvements or to bring existing infrastructure within compliance with VILLAGE standards. Note that the residential areas primarily consist of swales and driveway culverts. The field review will assist with modeling and design efforts for improved infrastructure.

2) Input of infrastructure within the service area based on GIS information, with verification provided by topographic survey.

3) Identification of pipe sizing and alternative systems necessary to reduce flooding during the design storm.

4) Performing a 2D model in PCSWMM, XPSWMM, or adICPR 4.

5) Evaluate drainage in Trailside area, Highlands Ave & Side streets and Tanglewood land. In other areas drainage will be maintained and improved where it can.

Deliverables

- Hydraulic model data files
- Hydraulic model output files
- Recommendation for sizing of pipes
- Recommendation for stormwater outfall locations (if applicable)

Hydraulic Modeling Notes and Assumptions

1. Potable water and wastewater modeling efforts are based on receipt of models complete with accurate existing infrastructure. This scope of services does not include time to input existing data nor to verify the accuracy of existing data.

2. Stormwater modeling will consist of a review of the existing tributary area only. This scope does not include time to collect the information necessary to conduct modeling from outside the existing tributary areas or correct existing flooding concerns.

2.4. Funding Assistance

For this task, the ENGINEER will:

a. Provide general technical assist to the VILLAGE in pursuing the selected funding alternative. Note that at this time, it is unknown what alternative and therefore what supporting information may be required for the application submission process.

b. Prepare for and submit up to 10 grant applications to state and federal agencies including the Florida Department of Environmental Protection (FDEP), South Florida Water Management District (SFWMD) and Federal Emergency Management agency (FEMA). As with the funding assistance, if supporting information in addition to the PER or existing Facilities Plan are determined to be required to support the grant application process, then additional, future services may be required to assist in this effort.

Deliverables

- Grant applications

Notes:

1. This scope of services does not include preparation of engineering reports or environmental reports which may be required depending on the funding alternative to be used.

2.5. Assessment Assistance

The potable water and wastewater components, including the smaller wastewater pumping stations but excluding the major transmission mains and master wastewater pumping station(s) will be paid for through property assessments. To assist with this effort, the ENGINEER will:

a. Perform parcel counts and assist the VILLAGE in analyzing land use data needed for assessment calculations.

b. Prepare a breakdown of costs separately for potable water and wastewater. As the project proceeds through design, and more detailed Preliminary Opinions of Probable Construction Costs (POPCC) are developed (30-percent, 60-percent, 90-percent and 100-percent), modified breakdowns will be provided to the VILLAGE. POCCs will be developed following AACE Class 3 standards.

c. Attend meetings with VILLAGE staff and their Financial Consultant to assist with technical information, POPCC adjustments, etc.

d. Following completion of the bidding process, provide a final detailed breakdown of costs per utility, using the bid quantities and costs.

e. Provide general consultation and coordination through the assessment process.

Deliverables

- Parcel and land use information and analysis
- Updated cost breakdowns per utility

Task 3 – Surveying

3.1 Surveying

Upon authorization, ENGINEER will proceed with the surveying efforts to include:

a. Surveying for Pipelines – ENGINEER will establish horizontal and vertical ground control and will utilize a survey drone to fly the entire project area to provide base imagery and topographic data. For public roads, surveying will be performed from right-of-way to right-of-way with additional data collected at the points of connection for the gravity sewer to each home. For private roads with a delineated boundary, the full "property" width will be surveyed. For those private roads with no delineated boundary (Tanglewood Lane, Judeth Lane, Orange Blossom Lane), surveying data will be collected within a 50-ft wide corridor, the length of the road. The drone imagery will aid in assisting to establish preconstruction conditions. Following completion of the drone work, field crews will collect final ground shots associated with inverts for existing stormwater piping and related information. Previously established benchmarks will be field reviewed and verified as part of this Task. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to the National American Vertical Datum of 1988 (NAVD88). Data collection will include physical features within the road rights-of-ways where work is proposed as well as topographic data. SUE work performed will also be collected to assist in understanding the location of existing utilities. As part of the surveying effort, the field data collection will include documenting road signs (type, location, speed, etc.). All surveying efforts will be performed to the minimum standards as set forth in Chapter 472 of the Florida Statutes. More specifically, the following areas shall be included:

   Area A (Trailside)

   - Park Avenue
   - Park Drive
   - Northwest Drive
   - Westwood Drive
   - Broadway West (within the limits of Area A)
   - Poinciana Avenue
   - Trailside Drive

   Area B (Broadway E/Highlands Avenue)

   - Estero Court
   - Judeth Lane
   - Mockingbird Lane
   - Dove Lane
   - Orange Blossom Lane
   - Broadway East (within the limits of Area B)
   - Highlands Avenue
   - County Road
   - Lords Way Street

   Area C (Sandy Lane, The Groves & Tanglewood)

   - Broadway East (within the limits of Area C)
   - Sandline Way
   - Groveline Court
   - Fruitful Drive

- Harvest Wood Court
- Broadway East (within the limits of Area D)
- Tanglewood Lane
- The south access into the Cascades

Corkscrew Road/U.S. 41

Full intersection of U.S. 41 and Corkscrew Road

b. Survey for Pump Stations – ENGINEER will perform site specific surveying in the vicinity of each of the up to four (4) proposed wastewater pump stations. This will include collecting topographic data as well as any above-ground feature in the vicinity of proposed construction and any identified underground features as discovered from the SUE services. Surveying efforts are anticipated to be performed across the entire lot for lift stations areas. Horizontal data will be in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83 (2011). Vertical data will be in feet and shall be referenced to NAVD88. All surveying efforts will be performed to the minimum standards as set forth in Chapter 472 of the Florida Statutes.

c. Property Boundary Surveys – ENGINEER will perform up to four (4) property boundary surveys to assist in acquisition of parcels which may be required for pump stations and to assist in the sketch and description preparation (task 2.5). In addition to the field staking, a drawing of the boundary survey will be provided to assist with the acquisition process. All surveying efforts will be performed to the minimum standards as set forth in Chapter 472 of the Florida Statutes.

d. Provide assistance to the VILLAGE for their effort in procuring sites by preparing language to demonstrate the need for the proposed sites and related efforts. It is estimated that no more than four (4) pump stations will require property acquisition. As such, this scope of services include preparation of up to four (4) legal descriptions and sketches.

e. Provide assistance to the VILLAGE in developing up to (48) legal sketch and descriptions for either easements, or roads to be dedicated for the public utilities, where required, and or for the development of sketch and descriptions for the dedication of a roadway and right-of-way for conversion from a private to public roadway for those roads identified above as privately owned. Efforts associated with easement and/or right-of-way acquisition is the responsibility of the VILLAGE.

Notes:

1. Sandy Lane is within the limits of Area C, however, surveying efforts for Sandy Lane are not included within this scope of services and are to be performed under separate authorization.

Deliverables

- Survey mapping to display the field data collection results
- Boundary surveys for pump station property acquisition
- Sketch and descriptions for easement/right-of-way acquisition

3.2 Subsurface Utility Exploration (SUE)

a. SUE – Using Subconsultant AIM Engineering, the following SUE efforts are proposed:

1) Identify areas where underground utilities exist. As understood, the majority of the residential side street areas have limited to no underground utilities as the existing utilities are typically located above ground (extended from the power poles). Utilizing the information on utility providers collected from our contact with the Sunshine State One-Call of Florida, our team

will determine where underground utilities may exist within the residential areas. A combination of ground penetrating radar and vacuum exploration will be utilized to identify the underground utilities and to collect the data utilizing survey equipment. More specifically, the following services are proposed:

- Area A (Sandy Lane, The Groves & Tanglewood) – Perform an estimated 30,900 linear feet of SUE quality Level B (designating) on an estimated 3 underground utilities throughout the entire project area. Perform an estimated 30 SUE quality Level A test holes to verify size, type, material and elevations of existing underground utilities where conflicts with design improvements are identified.

- Area B (Broadway East/Highlands Avenue) – Perform an estimated 41,226 linear feet of SUE quality Level B (designating) on an estimated 3-6 underground utilities throughout the entire project area. Perform an estimated 40 SUE quality Level A test holes to verify size, type, material and elevations of existing underground utilities where conflicts with design improvements are identified.

- Area C (Trailside) – Perform an estimated 17,013 linear feet of SUE quality Level B (designating) on an estimated 3 underground utilities throughout the entire project area. Perform an estimated 15 SUE quality Level A test holes to verify size, type, material and elevations of existing underground utilities where conflicts with design improvements are identified.

Notes:

1. Sandy Lane is within the limits of Area C, however, SUE efforts for Sandy Lane are not included within this scope of services and are to be performed under separate authorization.

   Deliverables

   - SUE mapping to display the field data collection results
   - Photos and supporting information collected during SUE services

Task 4 - Geotechnical Investigations

4.1. Geotechnical Services

Upon authorization, ENGINEER will proceed with the geotechnical investigations which will be performed by Ardaman & Associates, Inc.:

a. Collect and review results of previous geotechnical studies and soil boring surveys that may exist.

b. Vegetation removal as required to access the proposed boring locations (locations to be determined).

c. Perform up to 35 standard penetration tests (SPTs) along the project route(s) to a depth of 20-feet at approximate 750 foot intervals for the purpose of determining the presence of rock or related unsuitable material as well as depth within the construction zone. Locations to be determined and will be based on locations of existing borings previously collected and where it is believed additional data would be useful.

d. Perform up to (8) standard penetration tests (SPTs) to a depth of 40 feet for wet wells and major road crossings.

e. Prepare a comprehensive geotechnical report, incorporating previous and new soil boring data, including subsurface analysis and evaluation and infrastructure and facilities design and construction recommendation.

Deliverables

- Geotechnical Report

Notes:

1. This Scope does not provide any road cores. It is assumed that gravity collection piping will be installed within most roadways resulting in removal and replacement. Any roads not proposed for replacement are assumed to be in sufficient condition to be rebuilt without additional design to fix issues, contain enough asphalt for milling, etc.

Task 5 – Cultural Investigations

9.1 Cultural Services

Upon authorization, ENGINEER will proceed with the following cultural evaluations which will be performed by Archaeological Consultants, Inc.:

a. Conduct a desktop evaluation of the project area and perform one (1) site visit in order to review the project area to determine any potential cultural or archeological impacts. The evaluation will comply with Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665, as amended), and with Chapters 267 and 373 Florida Statutes, Florida's Coastal Management Program, and implementing state regulations regarding possible impact to significant historical properties listed, potentially eligible, or eligible for listing in the NRHP, or otherwise of historical architectural or archaeological value. All work will be carried out in conformity with Part 2, Chapter 12 (Archaeological and Historical Resources) of the Florida Department of Transportation's Project Development and Environment Manual, and the standards contained in "Cultural Resource Management Standards and Operational Manual" Florida Division of Historical Resources, and the FDOT's Cultural Resource Management Handbook Florida Division of Historical Resources (FDHR). Upon completion of the evaluation, a Cultural Resource Assessment Survey (CRAS) will be prepared and submitted. Also, the report will be prepared in accordance with specifications set forth in Chapter 1A-46, Florida Administrative Code. The purpose of the work will be to locate and identify any prehistoric and historic period archaeological sites and historic structures within a project's area of potential effect (APE) and to assess site significance in terms of eligibility for listing in the NRHP. This scope includes terrestrial survey, no underwater survey will be included, however a discussion of previous underwater surveys in the vicinity will be included in the report.

Deliverables

- Cultural Resource Assessment Survey

Task 6 - Environmental Surveys

6.1 Environmental Services

Upon authorization, ENGINEER will proceed with the environmental services which will include:

a. Survey and prepare the permit applications and provide environmental backup documentation for the following federal, state and local permits and coordination for listed species.

1) Provide field data collection for the following items:

- Florida Land Use, Cover and Forms Classification System (FLUCFCS) and wetland mapping.
- Listed species survey #1 - (15% minimum coverage) for initial planning & permit applications.
- Listed species survey #2 - required prior to commencement of gopher tortoise relocation.
- Wetland field review.
- U.S. Army Corps of Engineers (USACE) wetland data sheets.
- Florida bonneted bat cavity tree (roost) & bridge survey.

2) Meetings, progress reports & environmental support of project design:

- Five (5) Meetings and alternatives analysis during project design & permitting phase.
- Teleconference attendance at progress meetings.

3) Prepare and submit and/or provide environmental support for the following permit applications as applicable:

- Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP) application.
- FDEP informal wetland jurisdictional determination.
- Wetland mitigation bank credit requirements analysis.
- FDEP ERP review.
- USACE Dredge & Fill Permit Application.
- USACE wetland jurisdictional determination.
- USACE permit review.
- U.S. Fish and Wildlife Service (USFWS) Informal Consultation.
- Florida bonneted bat roost survey report preparation.
- Bald eagle management plan preparation.

Notes:

1. The project area is in the USFWS consultation area for the Florida bonneted bat (FBB), and approximately 5 miles southwest of the nearest USFWS FBB “focal area”. The scope of services assumes: the project will not require impacts to potential FBB roosting habitat, including but not limited to tree removal; USFWS will not require FBB acoustic surveys; and USFWS will not require Formal Section 7 Consultation for the FBB or any other federally listed species.

2. Proposed construction activities may occur within 1,100 feet of bald eagle nest (LE-092) according to FWC GIS data dated 2017, and per VILLAGE Ordinance, a bald eagle management plan will be required. Proposed construction activities are not expected to occur within the 660 feet state and federal protection zones of a bald eagle nest. Therefore, Federal eagle permitting (i.e., take or disturbance permitting under 50 CFR 22.26 or 22.27) is not anticipated and is excluded. Bald eagle monitoring, reporting and agency coordination to address the VILLAGE ordinance are not included, as these tasks will be negotiated as part of a future contract for environmental construction services.

3. Excavation, relocation, mitigation costs, application and recipient site fees for the gopher tortoise and burrowing owl, or other potential listed species, are not included.

4. The scope of services includes wildlife surveys expected to be included for the project considering it will occur primarily in previously cleared public right-of-way. If additional wildlife surveys, monitoring or reporting are required by local, state or federal permitting agencies, a supplemental agreement for those services will be negotiated.

5. Wetland mitigation requirements, if applicable, will be met via purchase of mitigation bank credits from an approved wetland mitigation bank within the service area of the project site. Mitigation bank credit costs will be paid by the VILLAGE. Wetland mitigation design and monitoring are not included.

6. Permitting agency application fees shall be paid by the VILLAGE.

7. Formal Section 7 Consultation with the U.S. Fish and Wildlife Service is not included.

8. Phase 1 Environmental Site Assessments (ESA) are not included.

9. The location and size of project staging areas size are unknown at time of scope and fee preparation. Therefore, the scope of services assumes combined project staging areas will be no more than 10-acres and shall contain no jurisdictional wetlands, surface waters or trees that may require additional wildlife surveys or agency permitting beyond those stated specifically herein.

Deliverables:

- Protected species survey report
- Florida bonneted bat survey report
- Environmental resource permit completed application (if required)

Task 7 - Construction Plans

7.1 Construction Plan Development

ENGINEER will initiate design services for the water, wastewater, stormwater and roadway improvements. This scope of services is based on implementation of improvements in up to three (3) phases. As such, up to three (3) separate bidding packages have been included to be developed, which shall include the following areas, which were further defined under the Project Overview on pages 1 and 2:

- Package A – Trailside
- Package B – Broadway East/Highlands Avenue
- Package C – Sandy Lane, The Groves & Tanglewood Lane

The construction plans will be developed to the 30-, 60-, 90- and 100-percent completion stages. The 30-percent design will be developed utilizing aerial imagery while the survey efforts are being completed. The 30-percent drawings will generally display the location of the potable water, wastewater and stormwater improvements and will be a basis of design for proceeding to the 60-percent stage. The 30-percent submittal will also include development of a Preliminary Opinion of Probable Construction Costs (POPCC), following AACW Class 3 standards. The 60-percent submittal will generally include: drawings with survey and topographic information, all existing utility locations, all engineering drawings of the improvements in plan/profile view, all applicable standard details as well as specific details for utility connections, conflicts, crossings, etc., draft of technical specifications and an updated POPCC, following AACE Class 3 standards. The 90-percent submittal will generally include: updated engineering drawings in plan/profile with section details for connections, conflicts, etc. (90% complete all disciplines), specifications (technical and bidding) incorporating the comments received from the VILLAGE and LCU on the 60-percent submittal, and an updated POPCC, following AACE Class 3 standards. The 100-percent submittal will generally include: updated engineering drawings (100% complete all disciplines), specifications (technical and bidding) incorporating the comments received from the VILLAGE and LCU on the 90-percent submittal, and an updated opinion of cost. Review meetings will be held with the VILLAGE and LCU following submittal at each completion stage.

A PDF set along with two (2) 11x17-inch sets of drawings and 8.5x11-inch specifications of each package will be provided to the VILLAGE and LCU for review. A review meeting will be held with the VILLAGE

following each submission. Comments will be incorporated into each subsequent design phase with a checklist of comments and how each comment was addressed. Tasks anticipated to be completed during this phase are summarized below:

a. Utilizing electronic AutoCAD Civil 3D and MS WORD, the drawings and project manual (inclusive of bidding and contract documents and technical specifications) will be incorporated into the ENGINEER's electronic data base and modified to include new borders, legends and updated covers (referencing current Council members, etc.) Drawings will be prepared using 11x17-inch paper, 1" = 40'-scale.

b. Coordinate with private utility owners throughout the design as necessary. Using the Sunshine State One-Call of Florida system in addition to the SUE efforts, the ENGINEER will also coordinate to obtain, if available, any record drawings of utilities within the project area. In addition, courtesy plans will be provided to each utility in PDF format at the 60-percent completion stage.

c. The final drawings shall generally include, but not be limited to the following for all improvements:

(1) General – 42 sheets

Cover Sheet (1 sheet per area, 3 total)
General notes (1 sheet per area, 3 total)
Index of Drawings and General Notes (1 sheet per area, 3 total)
Legend and Abbreviations (1 sheet per area, 3 total)
Key Plan (1 sheet per area, 3 total)
Survey Benchmarks (1 sheet per area, 3 total)
Subsurface Utility Exploration Key (1 sheet per area, 3 total)
Aerial Plan (1 sheet per area, 3 total)
Master Plan Sheets (1 sheet per area, 3 total – water, wastewater and stormwater)
Pavement Removal/Replacement Sheets (1 sheet per area, 3 total)
Protected Species Plan (1 sheet per area, 3 total)
Staging Area Plans (1 sheet per area, 3 total)
Existing Signage Locations (1 sheet per area, 3 total)
Geotechnical Boring Locations (1 sheet per area, 3 total)

(2) Civil/Process – 87 sheets

Plan/Profile Sheets (57 sheets)
Roadway Improvement Plans (10 sheets)
Wastewater Pump Station Plan and Sections (8 sheets, 2 per station)
Wastewater Pump Station Notes (1 sheet)
Specific Detail Sheets (crossings, connections, etc.) (5 sheets)
Standard Details (6 sheets)

(3) Structural – 11 sheets

Structural Notes (1 sheet)
Standard Pump Stations Plan and Sections (8 sheets)
Structural Details (2 sheets)

(4) Electrical/Instrumentation – 13 sheets

Electrical Legend (1 sheet)
Electrical Notes (1 sheet)
Electrical Site Plan Detail & Single Line (4 sheets)
Panel Details (4 sheets)
Grounding Sheet (1 sheet)

Electrical Details (2 sheets)

b. Prepare a comprehensive project manual that shall generally consist of technical specifications for competitive bidding (Division 2 through 16). The project manual and its contents will be prepared using Microsoft WORD and formatted in accordance with the current design.

c. Utilizing the VILLAGE's front-end documents (EJCDC, 2013 edition), assist the VILLAGE in modifying the supplemental conditions and modifying the Division 0 (Bidding & Contract Documents) and Division 1 (General Requirements) as necessary to reflect the proposed project.

d. Prior to submission of each design submittal (30-(preliminary), 60-, 90- and 100-percent); perform review of design documents (drawings and specifications) technical calculations, constructability; safety; conformance with engineering standards; conflicts with existing and/or proposed facilities and related factors. Review will be performed in accordance with ENGINEER's Quality Practices Manual and related policies for Quality Control/Quality Assurance reviews. Review comments will be provided to the design team in both written and redlined format.

Notes:

1. Lee County uses a standard design for the duplex stations. The design for the proposed stations will utilize the LCU's Engineering Design Standards, with site, pumping and electrical conditions specific to each site.

2. This scope of services considers utilizing standard Florida Department of Transportation (FDOT) Maintenance of Traffic (MOT) plans and does not include development of project or site-specific MOT design plans. Any specific MOT plans are understood to be prepared by each awarded Contractor and approved by the ENGINEER.

3. This scope of services proposes to utilize standard typical sections and details to the extent possible for the proposed roadway widening, signage and striping. It is anticipated that specific drawings will be required for a portion of the roadways, for intersections, areas where shifting may be required (due to power transmission poles, etc.)

Deliverables

- Design submittals to include drawings, large scale updated infrastructure maps, and project manual at the 60-percent, 90-percent and 100-percent completion stages, as defined above
- POPCCs at the 30-percent, 60-percent, 90-percent and 100-percent completion stages

Task 8 - Permitting

8.1. Permitting Services

Upon authorization, ENGINEER will perform the following permitting services:

a. Schedule and attend pre-application meetings with each regulatory agency for the purpose of verifying permit requirements. Prepare and distribute minutes of each meeting. It is anticipated that meetings will be held with the following agencies:

- Florida Department of Environmental Protection (FDEP)
  - Wastewater Improvements
  - Sovereign/Submerged Lands (Section 10/404 - Nationwide)
- Lee County Department of Health (Lee DOH)

- Potable Water Improvements

- VILLAGE of Estero
  - Fire, Planning & Zoning (Development Order)

- Florida Department of Transportation (FDOT)
  - Right-of-Way Permitting (US 41)

- South Florida Water Management District (SFWMD)
  - Surface Water Management (stormwater)
  - Dewatering

- U.S. Fish & Wildlife
  - Surface Water Impacts

- Seminole Gulf Railway
  - Railroad Crossing (if required)

- Lee County Utilities
  - Water and Wastewater Review

b. Prepare and submit the following permit applications:

1) VILLAGE

- Development Order (DO) application with supporting documentation (3-submittals anticipated, one (1) for each area).

2) Lee County Utilities

- Submit applications with supporting documentations for potable water and wastewater improvements

3) FDEP

- Wastewater Collection/Transmission System permit application (FDEP Form 62-604.300(8)(a), along with supporting documentation for each sub area (3-submittals anticipated, one (1) for each area). Each application shall cover the wastewater collection and transmission, as appropriate.

- Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWP3) applications for stormwater control during construction. It is anticipated that three (3) submittals will be made, one (1) for each area. NOI and SWP3 application will be submitted for the entire project.

- Prepare and submit a Nationwide Permit Application (Section 10/404) for crossing of the Estero River along Sandy Lane (if wastewater force main connection for Area A extends south to Corkscrew Road).

4) Lee County DOH

- Application for a Specific Permit to Construct PWS Components (FDEP Form 62-555.900(1)) along with supporting documentation for each sub area (3-submittals anticipated, one (1) for each area).

5) SFWMD

- Prepare and submit an Environmental Resource Permit (ERP) application to the SFWMD for the stormwater improvements (catch basins & piping) associated with miscellaneous stormwater improvements. Up to eight (8) applications are anticipated.

6) Lee County

- Prepare and submit right-of-way permit applications for improvements which may be installed along Lee County roads (none anticipated, but up to 3 included).

7) Seminole Gulf Railway (if required)

- Prepare and submit up to one (1) application and supporting documentation for a Pipeline Installation and Occupation Easement Agreement.

c. All permit application fees will be paid by the VILLAGE.

d. Respond to all requests for additional information (RAIs) from the permitting agencies directly associated with the proposed applications to clarify the original application(s).

e. At this time, it is unknown what if any impacts will be made to protected species and this will not be determined until field investigations can be performed. As such, no permitting efforts can be determined for environmental impacts (wetland and/or threatened and endangered species) at this time.

Notes:

1. No wetland mitigation is anticipated or included within this scope of services.

2. No environmental permitting other than any efforts specifically described under Task 6 are included within this scope of services. Any specific environmental permitting determined to be required as a part of the performance of Task 6 and which are not included within Task 6, or this Task 8 will be included under a future authorization.

3. We have included meeting with the U.S. Fish & Wildlife for coordination associated with potential surface water impacts. However, we do not anticipate permitting through the U.S. Fish & Wildlife.

4. The selected Contractor will be required to prepare application with required documentation and apply for a dewatering permit.

Deliverables

- Agenda and meeting minutes from pre-submittal meetings with each agency
- Draft permit applications and supporting documentation
- Request for permit application fees along with backup documentation, as required
- Copies of final permit applications as submitted with documents signed and sealed by Engineer of Record, as required

- Copies of responses to RAIs
- Original permits, once received

Task 9 – Public Involvement

9.1 Public Involvement Services

The VILLAGE has indicated the importance of public involvement. The ENGINEER, in conjunction with SUBCONSULTANT Cella Molnar and Associates, will perform the following through design:

a. Provide coordination with the project team including project planning and review, attendance at design meetings (as needed) and attendance with VILLAGE staff/officials.

b. Develop and maintain a list of property owners/tenants in the project area.

c. Develop and maintain an email database with property owners/tenants elected officials, agencies and interested parties/stakeholders.

d. Develop a kick-off newsletter (anticipated to be 2 pages – 11" x 17", color, double sided).

e. Prepare power pint presentations for the projects.

f. Communicate & coordination onsite visits with affected parties.

g. Prepare an advanced notification letter to elected officials, agencies and interested parties.

h. Prepare press releases and respond to media.

i. Prepare for and attend up to three (3) public meetings during design. This shall include securing meeting sites, development and mailing of newsletter in advance of meetings (2 pages 11' x 17", color), preparation of press releases and advertisements, and preparation of a technical memorandum.

j. Respond and maintain a log of public inquiries.

k. Develop and maintain a project website.

Deliverables

- Kickoff Newsletter
- Project Mailing List
- Email list
- Responses to public comments
- Website updates

D. ADDITIONAL SERVICES

This Scope of Services includes design phase services only. Once construction schedules have been developed, the ENGINEER will prepare and submit a separate scope for professional services to be performed during the construction phase.

E. SCHEDULE

Task	Days from Notice to Proceed
Preliminary Services	180
Surveying	180
Geotechnical Investigations	180
Cultural Investigations	180
Environmental Surveys	180
Construction Plans	450
Permitting	450

F. COMPENSATION

Proposed fee breakdown is summarized below. The basis of payment is time and materials:

Task	Fee
Project Management	$ 99,205
Preliminary Services	$ 98,440
Surveying	$207,629
Geotechnical Investigations	$ 64,489
Cultural Investigations	$ 5,290
Environmental Surveys	$ 51,750
Construction Plans	$471,290
Permitting	$ 65,835
Public Involvement	$ 67,812
Expenses	$ 2,500
TOTAL	**$1,134,239**

EXHIBIT B

PRICING PROPOSAL

Price Proposal

Broadway East UEP

Submitted to: Village of Estero (Attn: David Willems)

Contract Type: T&M

Labor Plan — 29 Resources

Project Phases / Tasks	Total Labor Hrs	Program Manager (Jonny Hilton)	Project Engineer 2 (Christian Colarusso)	Project Administrator (Sarah Lawrence)	Planning	Sr Land Surveyor (Blake Perkins)	Survey Crew Chief (Tom Harrison)	Survey Tech 2 (Charles Woodard)	Lead Technician 3 (Brandon Hollingsworth)	Data Manager (Mike Mireles)	Project Engineer 2 (John Reed)	Engineer 1 (Drew Healy)	Engineer 2 (Andrew Zhu)	Principal Engineer 2 (Tyler Hanifen)	CAD Designer (Keiman Wong)	Engineer 2 (Braham Hussein)	Engineer 1 (Justin Yoes)	Geologist	Sr Engineer 1 (Jason Jarvis)	Engineer 3 (Nehal Joshi)	Sr CAD Designer 1 (Steve Fox)	Electrical Instrumentation	Sr Engineer 1 (Banks Jarvis)	Project Engineer 2 (Daniel Segrest)	CAD Designer (Mark Hawksley)	Planner	Project Engineer 2 (Ryan Sweeney)	Engineer 3 (Hernan Lopez)	CAD Designer (Steve Ivy)	Engineer 3 (Brandon Lamb)	Environmental Scientist (Christopher Betts)	Sr Scientist 1 (Maria Lawson)	Sr Scientist 3 (Mary Peck)	Sr Scientist 3 (Chuck Farrell)
	6,995	212	818	175		204	280	280	424		100	730	520	168	984	90	20	37	110	162		38	146	244		171	366	358	50		10	136	32	92
Task 1 - Project Management	**500**	**66**	**285**	**33**							**10**	**74**	**46**	**10**		**10**							**16**			**20**						**20**		
Kickoff Meeting	9	1	3	1								2	2																				
Project Management Plan	9	1	8																														
Monthly Progress Updates	82	10	50	22																													
Discipline, sub, regulatory coordination	130	10	80									40																					
Bike-Ped Engineer Coordination	50	10	40																														
Internal Team Meetings	186	20	40								10	20	20	10		10							16			20				20			
Meetings with Village (12)	88	12	40									12	24																				
Project Schedule Development and Updates	26	2	24																														
Task 2 - Preliminary Services	**727**	**32**	**80**	**40**								**88**	**88**	**12**	**110**	**80**	**20**										**35**	**50**	**10**	**50**	**32**			
Data Collection	48		4									8	8		10												10				8			
Preliminary Layouts	258	4	20									40	40	12	80												10	40			12			
Hydraulic Modeling	**229**		**12**												**20**	**80**	**20**										**25**		**10**	**50**	**12**			
Potable Water	58		4												10	40	10														4			
Wastewater	68		4												10	40	10														4			
Stormwater (focused on Trailside & Tanglewood)	93		4																								15		10	50	4			
Funding Assistance	144	16	24	24								40	40																				
Assessment Assistance	48	12	20	16																													
Task 3 - Surveying	**1,256**		**16**			**204**	**280**	**280**	**424**			**34**	**18**																					
Field Surveying	740		4			80	240	240	160			8	8																				
Property Boundary Surveys for PS (4)	112		4			4	40	40	24																								
Sketch & Descriptions for Roadways & PS(52)	384		4			120			240			10	10																				
Subsurface Utility Exploration (AIM)	20		4									16																					
Task 4 - Geotechnical Investigations	**12**		**4**									**8**																					
Ardaman Geotechnical Services	12		4									8																					
Task 5 - Cultural Investigations	**8**		**8**																														
Cultural Investigations	8		8																														
Task 6 - Environmental Surveys	**322**		**20**									**36**			**24**																**12**	**106**	**32**	**92**
Desktop Database Review	48		8																												12	16		12
Field Investigations	110		6									24																				40		40
Environmental Permitting Support	164		6									12			24																	50	32	40
Task 7 - Construction Plans	**3,512**	**94**	**320**	**36**							**90**	**390**	**352**	**144**	**800**			**36**	**110**	**160**		**36**	**130**	**240**		**78**	**216**	**280**							
General Drawings (42 sheets)	524	4	10									100	80	20	240												10	20	40					
Civil/Process Drawings (87 sheets)	1,934	50	240								64	240	240	80	560												40	180	240					
Structural Drawings (11 sheets)	206		6															20	80	160														
Electrical/Instrumentation Drawings (13 sheets)	366		6																			20	100	240										
Technical Specifications	158		10	20							16	20	32						20				20				4	16						
Front End Documents Assistance	38	16	16	16								10																						
Preliminary Opinion of Costs (30/60/90/100%)	66	4	8								10	20		4					10				10											
QA/QC Reviews (30/60/90/100%)	140	20	24											40				16					16				24							
Task 8 - Permitting	**506**	**14**	**61**	**66**								**84**			**50**			**1**		**2**		**2**		**4**		**38**	**100**	**68**			**6**	**10**		
Village of Estero Development Order	28	2	4	4								8			4							1		2		1		2						
Lee County Utilities	38		2	4								6			4																			
FDEP	**108**	**2**	**7**	**18**								**14**			**6**			**1**		**2**		**1**		**2**		**5**	**20**	**14**			**6**	**10**		
Wastewater	20		2	6								4			2			1		2		1		1		1		2						
NOI/SWP3	18		1	2								4			2																			
Section 404 (Nationwide Permit)	74	2	4	12								6															4	20	12			6	10		
Lee County DOH - Potable Water	36		2	4								6			4																			
SFWMD	**104**		**8**	**16**																							**16**	**40**	**24**					
Stormwater ERP (up to 8)	104		8	16																							16	40	24					
Lee County Right-of-Way (3)	30		6	12																							4	16	12					
Seminole Gulf Railway (if required)	36	2	8	8								10			8																			
Respond to Requestions for Information	148	8	24									40			24												12	24	16					
Task 9 - Public Involvement	**62**	**6**	**24**									**16**	**16**																					
Public Involvements Services	62	6	24									16	16																					
Reimbursable Expenses																																		
Expenses																																		
Totals	**6,995**	**212**	**818**	**175**		**204**	**280**	**280**	**424**		**100**	**730**	**520**	**166**	**984**	**90**	**20**	**37**	**110**	**162**		**38**	**146**	**244**		**171**	**366**	**358**	**50**		**10**	**136**	**32**	**92**

Price Summary / Totals

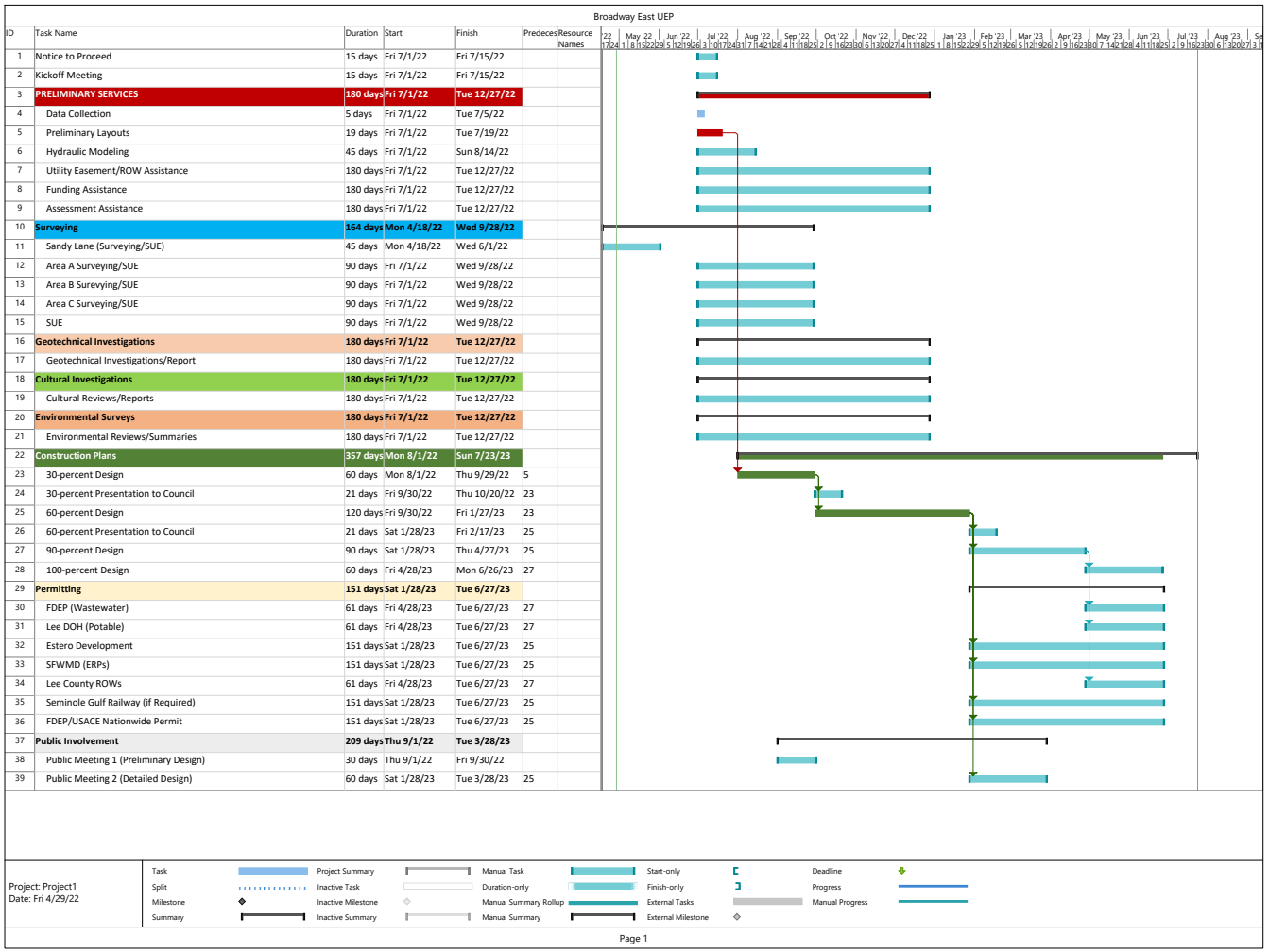
Task Pricing Totals	1,134,239
Total Price	**1,134,239**

Pricing by Resource

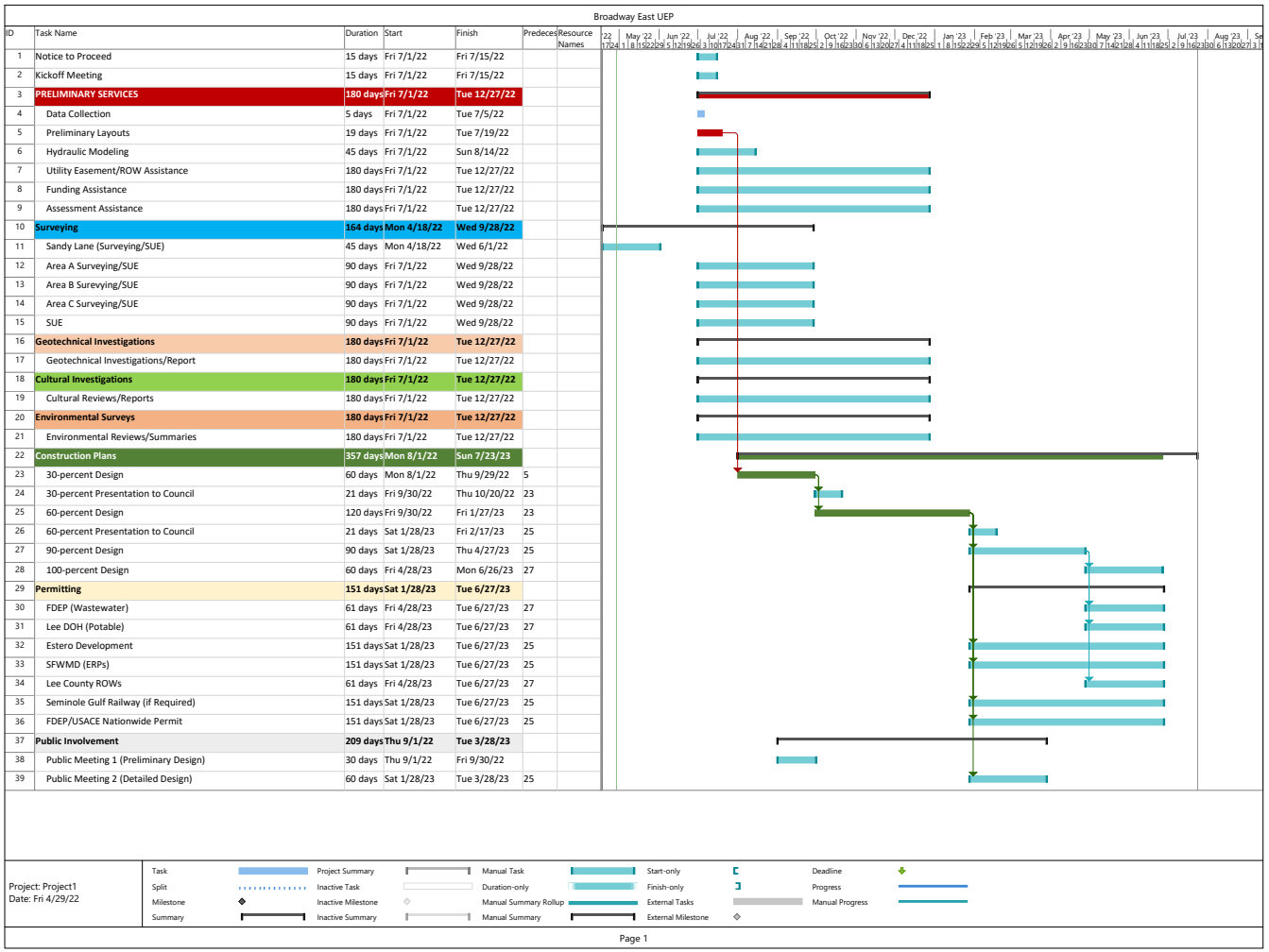
	Labor	Subs	ODCs	Task Pricing Totals
	938,200	191,039	5,000	1,134,239
Task 1 - Project Management	99,205	-	-	99,205
Kickoff Meeting	1,340			1,340
Project Management Plan	1,715			1,715
Monthly Progress Updates	14,790			14,790
Discipline, sub, regulatory coordination	21,150			21,150
Bike-Ped Engineer Coordination	9,950			9,950
Internal Team Meetings	30,930			30,930
Meetings with Village (12)	14,460			14,460
Project Schedule Development and Updates	4,870			4,870
Task 2 - Preliminary Services	98,440	-	-	98,440
Data Collection	5,880			5,880
Preliminary Layouts	32,820			32,820
Hydraulic Modeling	31,720	-	-	31,720
Potable Water	9,190			9,190
Wastewater	9,190			9,190
Stormwater (focused on Trailside & Tanglewood)	13,340			13,340
Funding Assistance	19,600			19,600
Assessment Assistance	8,420			8,420
Task 3 - Surveying	139,310	65,819	2,500	207,629
Field Surveying	79,240		2,500	81,740
Property Boundary Surveys for PS (4)	11,680			11,680
Sketch & Descriptions for Roadways & PS(52)	46,070			46,070
Subsurface Utility Exploration (AIM)	2,320	65,819		68,139
Task 4 - Geotechnical Investigations	1,520	62,969	-	64,489
Ardaman Geotechnical Services	1,520	62,969		64,489
Task 5 - Cultural Investigations	1,440	3,850	-	5,290
Cultural Investigations	1,440	3,850		5,290
Task 6 - Environmental Surveys	51,750	-	-	51,750
Desktop Database Review	7,680			7,680
Field Investigations	17,280			17,280
Environmental Permitting Support	26,790			26,790
Task 7 - Construction Plans	471,290	-	-	471,290
General Drawings (42 sheets)	60,900			60,900
Civil/Process Drawings (87 sheets)	253,070			253,070
Structural Drawings (11 sheets)	37,580			37,580
Electrical/Instrumentation Drawings (13 sheets)	49,980			49,980
Technical Specifications	21,260			21,260
Front End Documents Assistance	9,800			9,800
Preliminary Opinion of Costs (30/60/90/100%)	10,160			10,160
QA/QC Reviews (30/60/90/100%)	28,540			28,540
Task 8 - Permitting	65,835	-	-	65,835
Village of Estero Development Order	3,735			3,735
Lee County Utilities	1,780			1,780
FDEP	13,690	-	-	13,690
Wastewater	3,120			3,120
NOI/SWP3	990			990
Section 404 (Nationwide Permit)	3,580			3,580
Lee County DOH - Potable Water	1,780			1,780
SFWMD	13,680	-	-	13,680
Stormwater ERP (up to 8)	13,680			13,680
Lee County Right-of-Way (3)	6,340			6,340
Seminole Gulf Railway (if required)	4,630			4,630
Respond to Requestions for Information	20,200			20,200
Task 9 - Public Involvement	9,410	58,402	-	67,812
Public Involvements Services	9,410	58,402		67,812
Reimbursable Expenses	-	-	2,500	2,500
Expenses			2,500	2,500
Totals	938,200	191,039	5,000	1,134,239

EXHIBIT C

PROJECT SCHEDULE



ID	Task Name	Duration	Start	Finish	Predeces	Resource Names
1	Notice to Proceed	15 days	Fri 7/1/22	Fri 7/15/22		
2	Kickoff Meeting	15 days	Fri 7/1/22	Fri 7/15/22		
3	**PRELIMINARY SERVICES**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
4	Data Collection	5 days	Fri 7/1/22	Tue 7/5/22		
5	Preliminary Layouts	19 days	Fri 7/1/22	Tue 7/19/22		
6	Hydraulic Modeling	45 days	Fri 7/1/22	Sun 8/14/22		
7	Utility Easement/ROW Assistance	180 days	Fri 7/1/22	Tue 12/27/22		
8	Funding Assistance	180 days	Fri 7/1/22	Tue 12/27/22		
9	Assessment Assistance	180 days	Fri 7/1/22	Tue 12/27/22		
10	**Surveying**	**164 days**	**Mon 4/18/22**	**Wed 9/28/22**		
11	Sandy Lane (Surveying/SUE)	45 days	Mon 4/18/22	Wed 6/1/22		
12	Area A Surveying/SUE	90 days	Fri 7/1/22	Wed 9/28/22		
13	Area B Surevying/SUE	90 days	Fri 7/1/22	Wed 9/28/22		
14	Area C Surveying/SUE	90 days	Fri 7/1/22	Wed 9/28/22		
15	SUE	90 days	Fri 7/1/22	Wed 9/28/22		
16	**Geotechnical Investigations**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
17	Geotechnical Investigations/Report	180 days	Fri 7/1/22	Tue 12/27/22		
18	**Cultural Investigations**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
19	Cultural Reviews/Reports	180 days	Fri 7/1/22	Tue 12/27/22		
20	**Environmental Surveys**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
21	Environmental Reviews/Summaries	180 days	Fri 7/1/22	Tue 12/27/22		
22	**Construction Plans**	**357 days**	**Mon 8/1/22**	**Sun 7/23/23**		
23	30-percent Design	60 days	Mon 8/1/22	Thu 9/29/22	5	
24	30-percent Presentation to Council	21 days	Fri 9/30/22	Thu 10/20/22	23	
25	60-percent Design	120 days	Fri 9/30/22	Fri 1/27/23	23	
26	60-percent Presentation to Council	21 days	Sat 1/28/23	Fri 2/17/23	25	
27	90-percent Design	90 days	Sat 1/28/23	Thu 4/27/23	25	
28	100-percent Design	60 days	Fri 4/28/23	Mon 6/26/23	27	
29	**Permitting**	**151 days**	**Sat 1/28/23**	**Tue 6/27/23**		
30	FDEP (Wastewater)	61 days	Fri 4/28/23	Tue 6/27/23	27	
31	Lee DOH (Potable)	61 days	Fri 4/28/23	Tue 6/27/23	27	
32	Estero Development	151 days	Sat 1/28/23	Tue 6/27/23	25	
33	SFWMD (ERPs)	151 days	Sat 1/28/23	Tue 6/27/23	25	
34	Lee County ROWs	61 days	Fri 4/28/23	Tue 6/27/23	27	
35	Seminole Gulf Railway (if Required)	151 days	Sat 1/28/23	Tue 6/27/23	25	
36	FDEP/USACE Nationwide Permit	151 days	Sat 1/28/23	Tue 6/27/23	25	
37	**Public Involvement**	**209 days**	**Thu 9/1/22**	**Tue 3/28/23**		
38	Public Meeting 1 (Preliminary Design)	30 days	Thu 9/1/22	Fri 9/30/22		
39	Public Meeting 2 (Detailed Design)	60 days	Sat 1/28/23	Tue 3/28/23	25	



ID	Task Name	Duration	Start	Finish	Predeces	Resource Names
1	Notice to Proceed	15 days	Fri 7/1/22	Fri 7/15/22		
2	Kickoff Meeting	15 days	Fri 7/1/22	Fri 7/15/22		
3	**PRELIMINARY SERVICES**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
4	Data Collection	5 days	Fri 7/1/22	Tue 7/5/22		
5	Preliminary Layouts	19 days	Fri 7/1/22	Tue 7/19/22		
6	Hydraulic Modeling	45 days	Fri 7/1/22	Sun 8/14/22		
7	Utility Easement/ROW Assistance	180 days	Fri 7/1/22	Tue 12/27/22		
8	Funding Assistance	180 days	Fri 7/1/22	Tue 12/27/22		
9	Assessment Assistance	180 days	Fri 7/1/22	Tue 12/27/22		
10	**Surveying**	**164 days**	**Mon 4/18/22**	**Wed 9/28/22**		
11	Sandy Lane (Surveying/SUE)	45 days	Mon 4/18/22	Wed 6/1/22		
12	Area A Surveying/SUE	90 days	Fri 7/1/22	Wed 9/28/22		
13	Area B Surevying/SUE	90 days	Fri 7/1/22	Wed 9/28/22		
14	Area C Surveying/SUE	90 days	Fri 7/1/22	Wed 9/28/22		
15	SUE	90 days	Fri 7/1/22	Wed 9/28/22		
16	**Geotechnical Investigations**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
17	Geotechnical Investigations/Report	180 days	Fri 7/1/22	Tue 12/27/22		
18	**Cultural Investigations**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
19	Cultural Reviews/Reports	180 days	Fri 7/1/22	Tue 12/27/22		
20	**Environmental Surveys**	**180 days**	**Fri 7/1/22**	**Tue 12/27/22**		
21	Environmental Reviews/Summaries	180 days	Fri 7/1/22	Tue 12/27/22		
22	**Construction Plans**	**357 days**	**Mon 8/1/22**	**Sun 7/23/23**		
23	30-percent Design	60 days	Mon 8/1/22	Thu 9/29/22	5	
24	30-percent Presentation to Council	21 days	Fri 9/30/22	Thu 10/20/22	23	
25	60-percent Design	120 days	Fri 9/30/22	Fri 1/27/23	23	
26	60-percent Presentation to Council	21 days	Sat 1/28/23	Fri 2/17/23	25	
27	90-percent Design	90 days	Sat 1/28/23	Thu 4/27/23	25	
28	100-percent Design	60 days	Fri 4/28/23	Mon 6/26/23	27	
29	**Permitting**	**151 days**	**Sat 1/28/23**	**Tue 6/27/23**		
30	FDEP (Wastewater)	61 days	Fri 4/28/23	Tue 6/27/23	27	
31	Lee DOH (Potable)	61 days	Fri 4/28/23	Tue 6/27/23	27	
32	Estero Development	151 days	Sat 1/28/23	Tue 6/27/23	25	
33	SFWMD (ERPs)	151 days	Sat 1/28/23	Tue 6/27/23	25	
34	Lee County ROWs	61 days	Fri 4/28/23	Tue 6/27/23	27	
35	Seminole Gulf Railway (if Required)	151 days	Sat 1/28/23	Tue 6/27/23	25	
36	FDEP/USACE Nationwide Permit	151 days	Sat 1/28/23	Tue 6/27/23	25	
37	**Public Involvement**	**209 days**	**Thu 9/1/22**	**Tue 3/28/23**		
38	Public Meeting 1 (Preliminary Design)	30 days	Thu 9/1/22	Fri 9/30/22		
39	Public Meeting 2 (Detailed Design)	60 days	Sat 1/28/23	Tue 3/28/23	25	

CN No.: CN 2022-04

VILLAGE OF ESTERO, FLORIDA
VENDOR DISCLOSURE FORM

Project No.: CN 2022-04

Project Name: Broadway Avenue East UEP Design & Permitting

Please check as appropriate:

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

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

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

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

Signed: _____
Vendor

Printed Name Daniel Nelson, Vice President

Company Name: Tetra Tech, Inc.

Date: 11/4/21

NAMES & ADDRESSES OF OWNERS

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

Tetra Tech, Inc. is a publicly traded company on Nasdaq. There are no owners (individuals) with 5% or more ownership. Two (2) corporations (Black Rock, Inc. and The Vanguard Group, Inc.) have greater than5%, but no individual owners do.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Resolution No. 2022-15

Memorandum of Understanding (MOU) between the Village of Estero and the Greater Estero Virtual Information Center, Inc. (GEVIC)

Motion to approve Resolution No. 2022-15

Background:

The Village Council has heard presentations regarding GEVIC at the two (2) previous workshops. On March 2, 2022 Pamela Mueller, President & CEO, Chamber of Commerce, Blake Chapman, Chair, State Insurance USA, Kenzy Catron, Membership Director and on February 2, 2022 at the Village Council meeting, Barry Freedman, Nolen Rollins, Paul Franke/Simpleview, Chris Armstrong/Hoffman Creative Agency presented the Greater Estero Virtual Information Center (GEVIC)

The vision is to promote Greater Estero as a destination to visit, invest, live, learn, work, and play. The information center will be a portal to a website and provide an array of information locally, regionally, and nationally.

Description:

The Greater Estero Virtual Information Center (GEVIC) is an information database about all things in and about Greater Estero. It is proposed to be seed-funded by the Village of Estero and other investors. The project will be set up by SimpleView.com, and managed locally by Hoffman Creative, Inc. It will be a non-profit organization with a Board of Directors consisting of three to five members from the Greater Estero area community.

The vision is to promote Greater Estero as a destination to visit, invest, live, learn, work, and play. The information center will be a portal to a website and provide an array of information locally, regionally, and nationally.

Action Requested:

Approve Resolution No. 2022-15.

Process and Timeline:

Financial Impact:

GEVIC is seeking a $250,000 total investment by the Village of Estero and other Founding Sponsors to launch this project. The specific request from the Village is a maximum investment of $125,000 and an equal or greater amount from Founding Sponsors over two years. These funds will cover the creation of the Virtual Information Center and operating expenses to launch. Ongoing operating revenues will come from sponsoring organizations, a business website linking subscriptions, and advertising revenue sharing. With the Chamber's assistance, the marketing partners are expected to recruit enough business subscriptions linking with the GEVIC website to generate substantial monthly subscription revenue.

Prepared by: Steve Sarkozy

Attachments:

1. Resolution 2022-15
2. Draft GEVIC MOU
3. GEVIC 7 year Annual Cash Flow Projection
4. GEVIC Articles of Incorporation

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 - 15

A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE VILLAGE OF ESTERO AND THE GREATER ESTERO VIRTUAL INFORMATION CENTER, INC.; DETERMINING THAT THE MOU IS FOR A PUBLIC PURPOSE, AUTHORIZING THE MAYOR TO EXECUTE THE MOU; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Charter of the Village of Estero, permits the Village to enter into agreements for public purposes and in the public interest; and

WHEREAS, The Greater Estero Virtual Information Center, Inc. is a Florida non-profit corporation, applying for 501(c)(3) status with the Internal Revenue Service; and

WHEREAS, the mission and purposes of the Center are consistent with a public purpose and in the interest of the Village of Estero as well as the Greater Estero area:

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

Section 1. The Village Council hereby approves the Memorandum of Understanding between the Village of Estero and The Greater Estero Visual Information Center, Inc., a copy of which is on file with the Village Clerk and authorizes the Mayor to execute the agreement on behalf of the Village.

Section 2. The Village Council determines the agreement to be consistent with a public purpose and in the interest of the Village of Estero.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of May, 2022.

ATTEST: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Esq., Interim Village Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**MOU**"), dated _____, 2022 is entered into between The Greater Estero Virtual Information Center, Inc ("**The Center**"), and The Village Council of the Village of Estero, Florida ("**The Council**"). The Center and the Council are sometimes referred to individually as a "**Party**" and collectively as "**Parties**".

RECITALS

A. Whereas, The Greater Estero Virtual Information Center, Inc. is a Florida Not-for-Profit Corporation governed by Chapter 617 of the Florida Statutes and that certain Articles of Incorporation dated April 6, 2022, (the "Articles").

B. Whereas, The Village of Estero, Florida, ("Estero") is a local Florida municipality administrated by the Village Council.

C. Whereas, The Center desires to provide a digital platform for the benefit of charitable, educational, and related purposes, including educating the public regarding civic, social, and cultural events and programs that are beneficial to the public and Greater Estero, and fulfill other public purposes and interests in furtherance of the greater good of Estero as more fully articulated in the Articles.

D. Whereas, in furtherance of its stated purposes The Center has sought support from The Council in the form of a Challenge Grant.

E. Whereas, The Council has required certain acts and assurances from The Center as a condition of The Council's support.

F. Whereas, The Center has provided The Council with a Business Plan with financial information including budgets and revenue projections. and

G. Whereas, the Parties desire to memorialize their agreement and the understanding of their commitment.

UNDERSTANDING

THE COUNCIL'S COMMITMENT

The Council will match funding received from private sources up to $125, 000.00 (the "Grant Amount"). The Center acknowledges that this will be a one-time funding commitment from The Council. The Grant Amount will be disbursed to The Center in the amount of $75,000.00 (the "Initial Disbursement") upon The Center receiving approval from the Internal Revenue Service of The Center's application as a 501(c)3 organization. The remaining Grant Amount will be disbursed to The Center on the one-year anniversary of the first disbursement, provided that The Center is still a 501(c)3 organization as provided by the Internal Revenue Code and in good standing with the Florida Division of Corporations. It is the intent of the Parties that the Grant

Amount will be reimbursed to Estero as expediently as reasonably possible as further outlined below.

The execution of this MOU by The Council representative designated below shall serve as a letter of intent and commitment on the part of The Council to provide the Grant Amount on the terms contained herein. The Council shall execute and deliver to the Center additional Letters of Intent or other documents to demonstrate The Council's intent to provide the Grant Amount, as may be reasonably required by donors, grantors, lenders, or others for which or on whose behalf The Center may make such requests. Such documents shall not be withheld.

The Council shall have the right but not the obligation to appoint a non-voting liaison to The Center's Board of Directors (the "Board"). This liaison shall have the right to attend all Board meetings, except for any meeting with the Board and their counsel wherein the purpose of the meeting is to discuss pending or potential litigation, whereas the presence of the liaison would compromise the Board's attorney-client privilege. The liaison will have the right to receive and review all non-privileged records of The Center. This member shall serve as the liaison and point of contact between The Council and The Center. The right to appoint such a liaison shall expire upon reimbursement of the Grant Amount, unless The Center and The Council should then provide otherwise.

THE CENTER'S COMMITMENT:

The Center acknowledges that approval of the Challenge Grant is contingent upon The Center meeting the following conditions:

- Secure funding commitments from private sources.
- Register as a 501(c)3 organization.
- Provide The Council a funding reimbursement plan regarding Challenge Grant funds.
- Provide The Council an organizational chart of The Center.
- Provide The Council with links to websites of cities of similar size to Estero.

Once operational, The Center shall provide the following functions:

- The Center will continue to seek private funding and grants from sources outside of the Council.
- Report its status and progress to The Council semi-annually. Such reports will include a financial report.
- Maintain, via links on its website, information related to the events, amenities, attractions, and so forth of neighborhoods in the Estero area. Notwithstanding the foregoing, though G-Mapping is the technology currently used for the delivery and display of such information, due to the unforeseeable nature of technology, The Center shall retain the authority to choose, change, or alter, in its sole discretion, the information provided and means of delivery/display of same.
- The Center will not engage in any activity, nor publish any information, in favor of or opposition to a political candidate, or party, nor engage in activities not allowed by section 501(c)3 of the Internal Revenue Code, (the "Code").

It is the intent of the Parties that the Grant Amount will be reimbursed to Estero as expediently as reasonably possible within the following guidelines:

- Reimbursement of the Grant Amount will be part of The Center's reimbursement to its Initial Founders of their investment. As used herein the term "Initial Founders" refers to those individuals and entities that contribute monetarily to The Center within its first two years of operation and does not include any grant from any entity other than Estero, for which reimbursement is not a specific term of the said grant.
- Any contribution received by The Center after its first two years of operation will be reimbursed, if at all, only after the reimbursement to Estero.
- Reimbursement to Estero is expected to begin at the end of the fiscal year in which the third anniversary of the Initial Disbursement falls (the "Initial Reimbursement").
- Additional reimbursements are expected to occur at the end of each sequential fiscal year following the Initial Reimbursement until such time as the Grant Amount is reimbursed in full.
- The amount of each reimbursement, if any, shall be determined at the discretion of the Board in the following manner. At the end of each fiscal year, beginning at the end of The Center's third year of operation, The Center will allocate up to fifty percent (50%) of its net cash revenue toward a fund to reimburse Estero and other Initial Founders (the "Reimbursement Fund"). The percentage of the Reimbursement Fund allotted to Estero and each Initial Founder will be determined on a pro-rata basis of Estero's or the Initial Founder's contribution in relation to the total contributions of Estero and the Initial Founders.
- Notwithstanding the foregoing, The Center shall not favor the reimbursement of other Initial Founders over the reimbursement of Estero.

GENERAL PROVISIONS

This MOU is intended to be a binding agreement upon the Parties. However, the Parties agree and understand that nothing in this MOU shall be construed to create a personal obligation on the part of any member of the Board or The Council.

This MOU shall constitute the entirety of the agreement between The Center and The Council, and no change, modification, or addition hereto shall be valid unless in writing, signed by both Parties. Both Parties have been represented by counsel and have participated in the drafting of this MOU and no ambiguity herein shall be construed against or in favor of either Party by reason of that Party or their counsel's drafting of any provision wherein said ambiguity is found.

This MOU shall be interpreted in accordance with the laws of the State of Florida and the venue for any dispute arising from, regarding, or related to this MOU shall be in the courts of the State of Florida, in and for Lee County, Florida. In any action seeking interpretation or enforcement of this MOU, the prevailing Party shall recover its reasonable attorney's fees and cost from the non-prevailing Party.

THIS AREA INTENTIONALY LEFT BLANK, SIGNATURE PAGE FOLLOWS

The Greater Estero Virtual Information Center, Inc.

_____

By: Barry Freedman, Director

_____

By: Terry Flanagan, Director

_____

By: George Zalucki, Director

The Village Council of the Village of Estero, Florida.

_____

By: Katy Errington, Mayor

Appendix 3
GEVIC Annual Cash Flow Projections 2022-2028

	2022	2023	2024	2025	2026	2027	2028
Income							
Village	$75,000	$50,000	$0	$0	$0	$0	$0
Founder (6) *	$90,000	$90,000	$0				
Memberships							
(50 year 1, 60 year 2) **	$30,000	$60,000	$110,000	$150,000	$160,000	$170,000	$180,000
Promotional Advertising***			$10,000	$20,000	$20,000	$20,000	$25,000
Total	$195,000	$200,000	$120,000	$170,000	$180,000	$190,000	$205,000
Expenses							
SimpleView	$50,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
SEO (advanced)	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Hoffman Creative	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000	$40,000
Legal & Pro	$6,000	$3,000	$1,000	$1,000	$1,000	$1,000	$1,000
Misc. Office	$5,000	$3,000	$3,000	$3,000	$3,000	$3,000	$3,000
Insurance	$3,500	$3,700	$3,900	$4,100	$4,300	$4,500	$4,700
Marketing	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000	$50,000
Total	$179,500	$149,700	$147,900	$148,100	$148,300	$148,500	$148,700
Net	$15,500	$50,300	-$27,900	$21,900	$31,700	$41,500	$56,300
Carry Over	$15,500	$65,800	$37,700	$59,600	$91,300	$132,800	$189,100

Notes:

* Founders (3@$20,000, 3@10,000)

** Member businesses – Four Tiers of membership: $40/ $60/ $80/ $100 per month. Membership counts to increase significantly in each of first 3 years

***Promotional advertising revenues are expected to increase in year 3 and beyond

15

ARTICLES OF INCORPORATION OF
GREATER ESTERO VIRTUAL INFORMATION CENTER, INC.

A Florida Not-for-Profit Corporation

Pursuant to Section 617.1007, Florida Statutes, Greater Estero Virtual Information Center, Inc., a Florida not for profit corporation (the "Corporation"), by its Incorporator, hereby file these Articles of Incorporation:

Article 1- Name of Corporation

The name of the Corporation shall be Greater Estero Virtual Information Center, Inc.

Article 2 - Principal and Mailing Addresses

The principal address of the Corporation shall be:

19875 Vintage Trace Circle
Estero, FL 33967

The mailing address of the Corporation shall be:

21301 S. Tamiami Tr. Ste 320 PMB 264,
Estero, FL 33928

Article 3 - Purpose of Corporation

The Corporation is organized and shall operate exclusively for the benefit of charitable, educational, and related purposes, including to:

1. educate the public regarding civic, social, and cultural events and programs that are beneficial to the public and Greater Estero;
2. promoting and encouraging public involvement and facilitating discussion and debate on topics beneficial to the public and Greater Estero
3. provide a digital platform to cultivate Estero's prosperity and quality of life;
4. promote a safe, clean, and prosperous community environment; and
5. promote positive community development.

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its officers, directors, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein.

The Corporations shall not engage in, or support, (including the publishing or distribution of statements) any political campaign for or against any candidate for elected office. Nor shall any substantial part of the Corporation's activities be the carrying on of propaganda or otherwise attempting to influence legislation.

Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by (a) an organization exempt from federal income tax or (b) an organization, contributions to which are deductible under section 170(c)(2) of the Code.

Article 4 – Members

The Corporation will be a membership organization for federal income tax purposes but will not have "members" as defined in Section 617.01401, Florida Statutes.

Article 5 - Board of Directors

The affairs of the Corporation shall be managed by a Board of Directors. The method of election of directors shall be as stated in the Corporation's Bylaws. The Board of Directors shall be the governing body of the Corporation and shall have all the requisite power and authority over the business and affairs of the Corporation. The initial Directors of the Corporation are:

Barry Freedman
21301 S. Tamiami Tr. Ste 320 PMB 264,
Estero, FL 33928
Terry Flanagan
21301 S. Tamiami Tr. Ste 320 PMB 264,
Estero, FL 33928
George Zalucki
21301 S. Tamiami Tr. Ste 320 PMB 264,
Estero, FL 33928

Article 6 - Corporate Existence

The duration of the Corporation shall be perpetual, unless dissolved according to law. Distributions upon the dissolution of the Corporation shall be made according to the terms set forth in Article 9.

Article 7 – Bylaws

The Board of Directors of the Corporation shall adopt Bylaws consistent with these Articles of Incorporation. Thereafter, the Bylaws may be altered, amended, or rescinded by the Board of Directors in the manner provided by such Bylaws.

Article 8 - Registered Office

The street address of the Registered Office of the Corporation is 999 Vanderbilt Beach Road, Suite 300, Naples, Florida 34109 and the name of the registered agent of the Corporation at that address is Steven Adamczyk, Esq.

Article 9 - Distribution Upon Dissolution

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

Any such assets not so disposed of shall be disposed of by the Circuit Court of Lee County, Florida, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Article 10 – Amendment

The Board of Directors may amend, alter, change, or repeal any provisions contained in these Articles of Incorporation, or any amendment hereto, by a majority vote of the Directors then in office.

Article 11 – Incorporator

The name and address of the Incorporator is:

Barry Freedman
21301 S. Tamiami Tr. Ste 320 PMB 264,
Estero, FL 33928

Article 12 – Effective Date

The effective date shall be the filing date.

I submit this document and affirm that the facts stated therein are true. I am aware that any false information being submitted in a document to the Department of State constitutes a third-degree felony as provided in Florida Statutes section 817.155.

_____ Dated this ____ day of April, 2022

By: Barry Freedman, Incorporator

ACKNOWLEDGEMENT OF REGISTERED AGENT. Having been named as registered agent to accept service of process for the Corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

_____ Dated this ____ day of April, 2022

Steven J. Adamczyk, Esq.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Resolution 2022-16

Commercial Contract for approval on closing the Purchase of Real Estate from GESS Family Partnership + Gulf Coast Driving Range LLC.

Motion to approve the closing on Commercial Contract for the Purchase of Real Estate from GESS Family Partnership + Gulf Coast Driving Range LLC, Located at 9000 Williams Road, Estero, Florida.

Background:

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 component 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.

As part of the Village's "due diligence" process, a Phase 1 Environmental Assessment was performed on the property by Earth Tech Environmental. That findings of this study determined "no information of concern was noted on the Subject Property or

surrounding properties within the various radii in the EDM report and various databases reviewed". Further, "this assessment has revealed no suspect Recognized Environmental Conditions (RECs) associated with the Subject Property and ETE recommends no further assessment". Based on the outcome of this review the Village Council should feel confident that there are no environmental hazards on the parcel that would jeopardize the purchase.

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

Description:

The Village Council approved Resolution No. 2022-06 on April 6, 2022 and agreed at a workshop on March 16, 2022 to proceed with the purchase of this property.

This Council action formalizes that direction.

Action Requested:

Approve the closing on Commercial Contract for the Purchase of Real Estate from GESS Family Partnership + Gulf Coast Driving Range LLC, Located at 9000 Williams Road, Estero, Florida.

Process and Timeline:

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. In addition, an additional $150,000 would be allocated from the same reserve to cover all of the soft costs associated with the purchase, including: attorney fees, environmental assessment, etc. In addition, these funds would provide some initial planning for the site.

Prepared by: Steve Sarkozy

Attachments:

1. Resolution No. 2022-16
2. Resolution No. 2022-06
3. GESS Family Partnership & Gulf Coast Driving Range LLC Contract
4. Map location

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 -16

A RESOLUTION APPROVING MOVING FORWARD TO CLOSING ON A COMMERCIAL CONTRACT FOR THE PURCHASE OF REAL ESTATE FROM GESS FAMILY PARTNERSHIP+GULF COAST DRIVING RANGE LLC, LOCATED AT 9000 WILLIAMS ROAD, ESTERO, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Manager has entered into a Commercial Contract for the Purchase of real property located at 9000 Williams Road, Estero, Florida; STRAP NO. 34-46-25-E4-0100C.0150, subject to Village Council approval; and

WHEREAS, the Village Council of the Village of Estero has determined that it is in the best interest of the Village of Estero approve the contract, to conduct due diligence, and if cleared, to close on the purchase of the property; and

WHEREAS, due diligence is being performed with a deadline of May 30, 2022, and it appears that the Property can be conveyed in accordance with the Commercial Contract;

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

Section 1. The Village Council hereby re-approves the Commercial Contract for the Purchase of the above-described property and authorizes the Mayor, Village Manager and appropriate staff and attorney to proceed to closing, subject to any title defects.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 18th day of May, 2022.

ATTEST: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Esq., Interim Village Attorney

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2022 -06

A RESOLUTION APPROVING A COMMERCIAL CONTRACT FOR THE PURCHASE OF REAL ESTATE FROM GESS FAMILY PARTNERSHIP+GULF COAST DRIVING RANGE LLC, LOCATED AT 9000 WILLIAMS ROAD, ESTERO, FLORIDA; PROVIDING FOR DUE DILIGENCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village Manager has entered into a Commercial Contract for the Purchase of real property located at 9000 Williams Road, Estero, Florida; STRAP NO. 34-46-25-E4-0100C.0150, subject to Village Council approval; and

WHEREAS, the Village Council of the Village of Estero has determined that it is in the best interest of the Village of Estero approve the contract, to conduct due diligence, and if cleared, to close on the purchase of the property; and

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

Section 1. The Village Council hereby approves the Commercial Contract for the Purchase of the above-described property. A copy of the Contract is submitted with the Council packet.

Section 2. The Village Manager, staff and attorney are authorized to conduct due diligence on the property, and if cleared, to take such steps as are necessary to close on the purchase.

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

THIS SPACE INTENTIONALLY LEFT BLANK

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 6 day of April, 2022.

Attest: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

Commercial Contract

Select Real Estate by Stephanie Miller, Inc.

1. **PARTIES AND PROPERTY:** VILLAGE OF ESTERO ("Buyer") agrees to buy and GESS FAMILY PARTNERSHIP + GULF COAST DRIVING RANGE LLC ("Seller") agrees to sell the property at:

Street Address: 9000 Williams Rd, Estero, FL 33928

Legal Description: STRAP: 34-46-25-E4-0100C.0150
FLA.GULF LAND CO.SUBD. BLK.C PB 1 PG 59 LOT 15 LES 3028/3722

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: $ 4,250,000.00

(a) Deposit held in escrow by: TBD ("Escrow Agent") (checks are subject to actual and final collection) $ _____

Escrow Agent's address: _____ Phone: _____

(b) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☒ within 7 days after Effective Date $ 100,000.00

(c) Additional deposit to be made to Escrow Agent
☐ within ____ days (3 days, if left blank) after completion of Due Diligence Period or
☐ within ____ days after Effective Date $ _____

(d) Total financing (see Paragraph 5) $ _____

(e) Other $ _____

(f) All deposits will be credited to the purchase price at closing. Balance to close, subject to adjustments and prorations, to be paid via wire transfer. $ 4,150,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before February 28, 2022 AT 5PM EST, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer** or _____. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) Closing Date: This transaction will be closed on ON OR BEFORE June 30, 2022 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

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

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

5. THIRD PARTY FINANCING:

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

_____.

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

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

_____;

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

(a) Evidence of Title: The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☒ **Seller's** ☐ **Buyer's** expense and within _____ days after Effective Date or at least 20 days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy 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 (i.) 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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Property resulting from the inspections and return the Property to the condition it was in prior to conduct of the inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14. DEFAULT:

(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 the title marketable after diligent effort, **Buyer** may elect to receive return of Buyer's deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance. If Buyer elects a deposit refund, Seller may be liable to Broker for the full amount of the brokerage fee.

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

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

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

Buyer (____) (____) and **Seller** (____) acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

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17. DISCLOSURES:

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

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

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

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

18. RISK OF LOSS:

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

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

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

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

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

(a) Seller's Broker: SELECT REAL ESTATE (Company Name) STEPHANIE MILLER (Licensee),
9210 ESTERO PARK COMMONS BLVD STE 9 ESTERO FL 33928 STEPHANIE@SELECTRE.NET
(Address, Telephone, Fax, E-mail),
who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ a listing agreement ☒ other (specify) 6% of Purchase Price of 45% interest owned and paid by Gess Family Partnership and 10% of Purchase Price of 55% interest owned and paid by Gulf Coast Driving Range LLC

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

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who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by ☐ **Seller's Broker** ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☐ an MLS offer of compensation ☒ other (specify) total compensation outlined above, PG. 6 Line 297-298 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. **Seller** and **Buyer** agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of **Seller** or **Buyer**, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of **Seller** or **Buyer**.

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

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

23. ADDITIONAL TERMS:

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

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR 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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ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

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

(Signature of Buyer) Steve Sarkozy, Village Manager Date: 2/24/2022

STEVE SARKOZY (Typed or Printed Name of Buyer) Tax ID No.: EIN 47-3445874

Title: VILLAGE MANAGER, VILLAGE OF ESTERO Telephone:

(Signature of Buyer) Date:

(Typed or Printed Name of Buyer) Tax ID No.:

Title: Telephone:

Buyer's Address for purpose of notice ROBERT D PRITT, J.D. 239.292.2147, robertdpritt@gmail.com

Facsimile: Email:

(Signature of Seller) Date: 2-28-22

William B Gess II (Typed or Printed Name of Seller) Tax ID No.: 61-1325676

Title: MGR, GESS FAMILY PARTNERSHIP Telephone: 859 948-5833

(Signature of Seller) Date: 2-28-22

William B Gess II (Typed or Printed Name of Seller) Tax ID No.: 20-1443826

Title: MGR, GULF COAST DRIVING RANGE LLC Telephone:

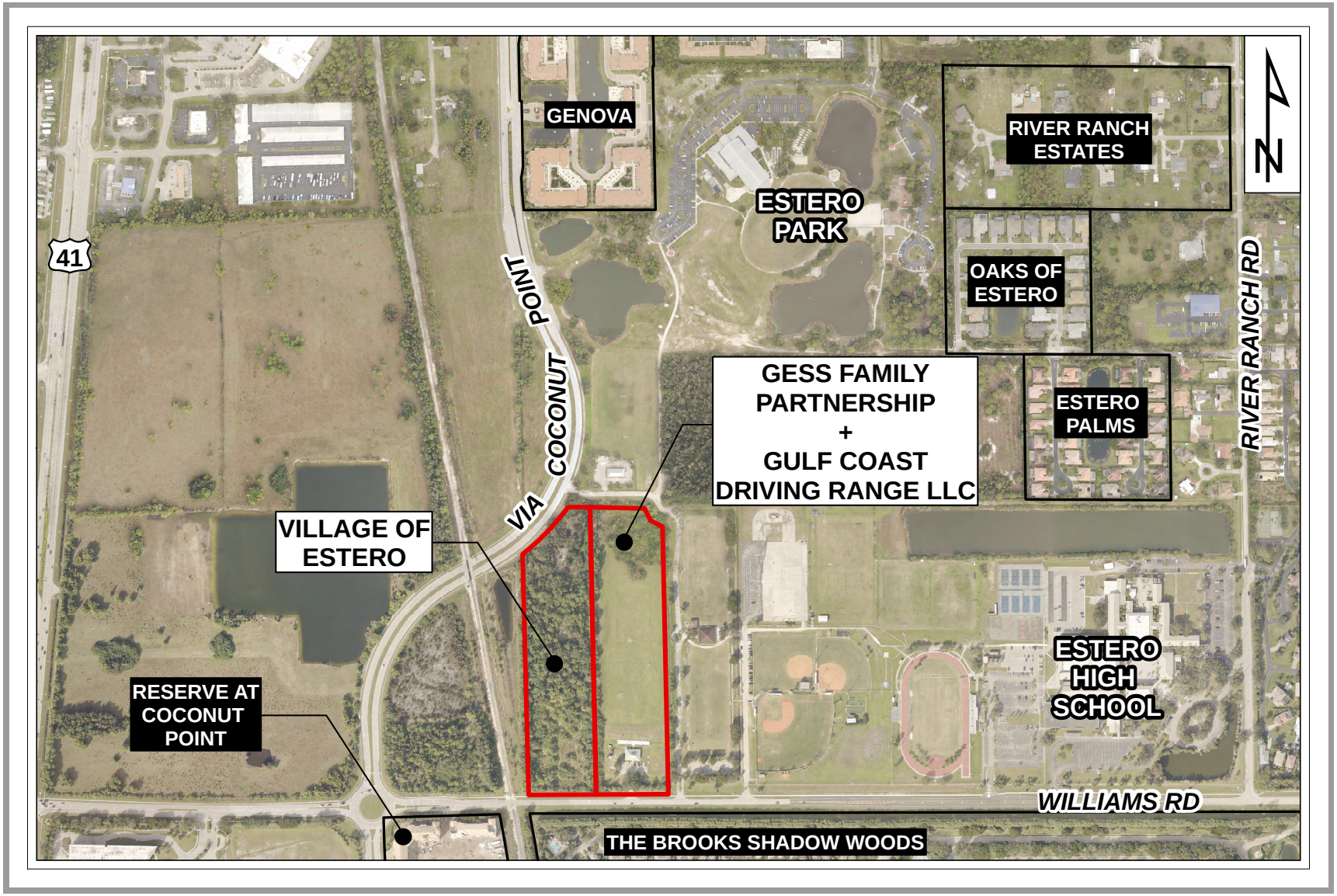
Seller's Address for purpose of notice: ATTN: MIKE REYNOLDS, 301 EAST MAIN STREET, SUITE 800, LEXINGTON, KY 40507

Facsimile: Email: bgessky@windstream.net

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Buyer (SS) (____) and Seller (WBG) (____) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

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RIVER RANCH ESTATES
ESTERO PARK
OAKS OF ESTERO
41
VIA COCONUT POINT
RIVER RANCH RD
GESS FAMILY PARTNERSHIP + GULF COAST DRIVING RANGE LLC
ESTERO PALMS
VILLAGE OF ESTERO
RESERVE AT COCONUT POINT
ESTERO HIGH SCHOOL
WILLIAMS RD
THE BROOKS SHADOW WOODS

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

First Reading for Ordinance No. 2022-03, amending Ordinance No. 2019-01, Reserves Policy.

Motion to pass first reading and schedule second reading and public hearing for June 1, 2022.

Description:

Lowering the reserve requirement in the General Fund reflects industry standard reserve policies. Twelve months reserve was necessary during the early inception of the Village's finances. With stable revenue and healthy reserves in other areas, this action will align the Village's policy more so with typical, healthy reserve policies for Local Governments.

Action Requested:

Motion to pass first reading and schedule second reading and public hearing for June 1, 2022.

Financial Impact:

Lowering the reserve requirement in the General Fund reflects industry standard reserve policies. Twelve months reserve was necessary during the early inception of the Village's finances. With stable revenue and healthy reserves in other areas, this action will align the Village's policy more so with typical, healthy reserve policies for Local Governments.

Prepared by: Chris Phillips

Attachments:

1. Ordinance No. 2022-03
2. Attachment A
3. Ordinance No. 2019-01

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2022 -03

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING ORDINANCE NO. 2019 – 01 TITLED: AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING A RESERVE POLICY; AND PROVIDING AN EFFECTIVE DATE, BY REVISING ATTACHMENT A, RESERVE POLICY, TO REDUCE THE INTENDED RESERVE LEVEL PERIOD FROM TWELVE MONTHS TO THREE MONTHS AND TO REVISE THE PLAN FOR REPLENISHMENT OF FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Council previously adopted a Reserve Policy for Funds, pursuant to Ordinance No. 2019-01, with the Policy set out in Attachment A to that ordinance, and

WHEREAS, it is in the best interest of the Village that the Policy be amended to reflect current conditions,

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

Section 1. Ordinance No. 2019-01 is hereby amended to provide a revised Fund Reserve Policy as set out in Attachment A, attached hereto and incorporated herein with deletions shown with ~~strikethroughs~~ and additions shown with underlines.

Section 2. Effective Date.

This ordinance shall take effect immediately upon adoption.

PASSED on first reading this 18th day of May, 2022.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this _____ day of _____, 2022.

ATTEST: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

By: _____
Robert D. Pritt, Esq., Interim Village Attorney

ATTACHMENT A TO ORDINANCE No. 2019-01
VILLAGE OF ESTERO
RESERVE POLICY

The Village hereby establishes and shall maintain a Reserve Policy.

The adoption of a Reserve Policy by the Village of Estero will assist in ensuring the fiscal well-being of the Village by establishing a minimum level at which reserves are to be maintained or increased, as well as the mechanisms by which the policy may be amended, which are critical to the continued delivery of services to citizens of and the visitors to the Village.

The Village desires to maintain prudent levels of financial resources to guard its stakeholders against service disruption in the event of unexpected temporary revenue shortfalls or unpredicted expenses. In addition, this policy is intended to document the appropriate reserve levels to protect the Village's credit worthiness.

This policy establishes the amounts the Village will maintain in, or contribute to, it's various reserve accounts, how the reserves will be funded, the conditions under which the reserves may be used and the replenishment requirements.

The specifically adopted reserve accounts are as follows:

- Operating Reserve
- Litigation Defense Reserve
- Major Road Maintenance Reserve

The reserve allocation amounts can be used only for the specific purposes determined by this Attachment A to Ordinance No. 2019-01.

The reserve policy may be changed or lifted only by the Council taking the same formal action that imposed the constraint originally, which in this case, is an ordinance approved by a supermajority vote of the entire Village Council (a minimum of five Councilmembers). This must include publicly noticing and advertising the proposed change consistent with Florida Statutes 166.041 (3)(a), though the proposed ordinance must be noticed once in a newspaper of general circulation in the municipality at least 21 days prior to adoption (this is greater than the 10 day requirement mandated by Florida Statute 166.041 (3)(a)). Additionally, the second hearing for the ordinance to amend or nullify the Reserve Policy shall take place after 5:01pm on a non-holiday weekday.

Any Ordinance approved, which calls for a reduction in the reserve level, must include a detailed plan for how the reserve will be replenished.

The Operating Reserve, Litigation Defense Reserve, and Major Road Maintenance Reserve, once fully funded, are to be maintained at final intended levels and may be spent as provided herein. The fund levels may be increased above this required threshold at any time by the Village Council, without supermajority approval of an Ordinance amendment.

If the use of any of the reserve accounts is deemed to be completed or no longer necessary, and is approved by supermajority Council approval of an Ordinance amendment stipulating such, then the reserve account shall be closed.

1. **Operating Reserve**:

   A. Accumulation of funds:

   The following accumulation will be calculated and allocated during the budget process:
   - Fiscal Year 2018-2019: Reserves equal to, or greater than, ten (10) months of budgeted operating expenses as calculated at time of budget adoption;
   - Fiscal Year 2019-2020: Reserves equal to, or greater than, twelve (12) months of budgeted operating expenses as calculated at time of budget adoption;

   Reserves equal to or greater than ~~twelve (12)~~ three (3) months of budgeted operating expenses is the intended final level for this reserve, and it is intended that the reserve, as provided herein, shall be maintained at this level, or higher, unless directed otherwise by a supermajority Council approval of an Ordinance amendment which orders a change in this policy. The amount of budgeted operating expenditures will be established annually during the budget process and the level of operating reserves will be recalculated at that time.

   B. Use of funds:

   The Operating Reserve funds are only to be used for the following:
   - *Disaster Response*.
     A Disaster Response is defined as a State of Emergency as declared by the Village of Estero, State of Florida or Lee County. Under these conditions, the funds may be used for the preservation of life and property within the Village.

   - *Revenue interruption*.
     Revenue interruption may occur when the State, County or Village can no longer operate to provide revenue to the Village of Estero.

   - *Debt reserve*.
     Debt Reserves are defined as an amount of reserves that may be required as part of debt or loan agreement.

   - *Budgeted to expend to provide funding in the event of an economic downturn.*
     For application of the Reserve Policy, a qualifying economic downturn is a drop in budgeted general fund revenue of 10% or higher from the prior year budget.

   Use of the Operating Reserve funds will be determined by the Village Manager, subject to the foregoing requirements.

   C. Replenishment of funds:

   In the event that funds are expended from the Operating Reserve, a plan to replenish the funds will be adopted in the following fiscal year during the budget process. The plan will provide a timeline to fully restore the funds to a minimum twelve (12) months of budgeted operating expenses.

D. Budget Process and Presentation:

Funds will be allocated to the Operating Reserve during the budget process and if not expended will be presented as projected ending fund balance. If funds are budgeted to be expended during the fiscal year, a plan to replenish the funds will be adopted in the following fiscal year during the budget process.

2. **Litigation Defense Reserve:**

A. Accumulation of funds:

The Litigation Defense Reserve was established at $670,000 for fiscal year 2018-2019. This is the intended final minimum level for this reserve, and the reserve shall be maintained at or above this level, unless directed otherwise by supermajority Council approval of an Ordinance amendment which orders a change in this policy.

B. Use of funds:

Funds may be expended from the Litigation Defense Reserve when the Village is a named party in an active lawsuit after having utilized its annual insurance contribution for such defense(s), if available. In addition, funds may be used for threatened litigation or to develop a settlement strategy designed to prevent extended litigation.

These funds may be expended in the legal defense of the Village, and not for the legal defense of any individual official, staff member, or otherwise affiliated individual, as determined by the Village Manager.

Use of the Litigation Defense Reserve funds will be determined by the Village Manager, subject to the foregoing requirements.

C. Replenishment of funds:

In the event that funds are expended from the Litigation Defense Reserve, a plan to replenish the funds will be adopted in the following fiscal year during the budget process. The plan will provide a timeline to fully restore the funds to the initial $670,000 level.

D. Budget Process and Presentation:

Funds will be allocated to the Litigation Defense Reserve during the budget process and if not expended will be presented as projected ending fund balance. If funds are budgeted to be expended during the fiscal year, a plan to replenish the funds will be adopted in the following fiscal year during the budget process.

3. **Major Road Maintenance Reserve**:

A. Accumulation of funds:

The Major Road Maintenance Reserve annual contribution will be $300,000 for fiscal year 2019-2020, with 3% annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment which orders a change in this policy.

B. Use of funds:

Each fiscal year, the Village Staff may identify specific roads, experiencing road surface deterioration, and initiate road resurfacing and/or mill and overlay projects to address the identified issues. In addition, funds may be expended in the event that resurfacing is recommended during a planned road improvement project.

Use of the Major Road Maintenance Reserve funds will be determined by the Village Manager, subject to the foregoing requirements.

C. Replenishment of funds:

The Major Road Maintenance Reserve fund will be funded each fiscal year with an annual contribution of $300,000, which shall be increased by 3% each year. In the event that funds are expended, the reserve will receive the next annual contribution in the following fiscal year during the budget process.

D. Budget Process and Presentation:

Annual contributions will be allocated to the Major Road Maintenance Reserve during the budget process and if not expended will be presented as projected ending fund balance as an addition to any reserve balance carried forward from the prior year. If all of the Major Maintenance Reserve funds are budgeted to be expended during the fiscal year, funding of the annual contribution will be completed in the following fiscal year during the budget process.

E. Annual Contribution Calculation:

The annual contribution was determined via calculation of road repair costs for each Village road. Given Florida's weather conditions, it has been determined that road repairs and resurfacing must occur every seventeen years, on every Village road, in order to ensure that the Village road network remains in excellent condition. By providing an annual allocation increase of 3%, the Village will retain sufficient funds in this reserve to maintain Village roads at an excellent level.

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2019 – 01

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING A RESERVE POLICY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is essential for the Village of Estero to maintain sufficient levels of reserve funds to mitigate current and future risks such as revenue shortfalls, natural disasters, unanticipated expenditures, and to ensure stable tax rates; and

WHEREAS, the adoption of a Reserve Policy by the Village of Estero will assist in ensuring the fiscal well-being of the Village by establishing a minimum level at which reserves are to be maintained, as well as the mechanisms by which the policy may be amended, which are critical to the continued operation of services.

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

Section 1. The Reserve Policy is hereby adopted as outlined on Attachment A, which attachment shall only be amended by supermajority approval of a duly noticed Ordinance amendment.

Section 2. This Ordinance and attached policy may only be repealed or amended by an ordinance approved by a supermajority vote of the entire Village Council.

Section 3. This Ordinance shall be effective immediately upon adoption.

PASSED on first reading this 5th day of December, 2018.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 9th day of January, 2019.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Kathy Hall, MMC, Village Clerk James R. Boesch, Mayor

Reviewed for legal sufficiency:

By: _____
Burt Saunders, Esq., Village Attorney

Vote:	AYE	NAY
Mayor Boesch	____	____
Vice Mayor Ribble	____	____
Councilmember Batos	____	____
Councilmember Errington	____	____
Councilmember Levitan	____	____
Councilmember McLain	____	____
Councilmember Wilson	____	____

Attachment A: Reserve Policy

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
May 18, 2022

Agenda Item:

Second Reading of Ordinance 2022-02 for Miromar Outlets Signage

Please note that the applicant has requested a continuance of this case to the June 15, 2022, Council agenda, to address questions that were raised at the first reading. Because this ordinance has been advertised in the newspaper, Council will need to consider and vote on this request on May 18th.

Motion to continue Ordinance 2022-02 to June 15, 2022.

Background:

Miromar Outlets filed an amendment to its zoning (Case No. DCI2021-E002) to amend a "deviation" to replace four project identification signs with four new signs. Miromar Outlets is located at the northeast corner of Corkscrew Road and I-75.

At the first reading on May 4th, the Council asked that the applicant clarify several items at the second reading. These items include:

- Explain how the sign design ties into the architecture and colors of the buildings in the Center.
- Explain the artistic elements of the sign.
- Explain if other design options were considered and can these options be shown to Council.
- Will this create a precedent for future applicants?

Description:

See attached staff report for detail.

Action Requested:

Motion to continue Ordinance 2022-02 to June 15, 2022.

Process and Timeline:

- 1st Reading May 4, 2022
- 2nd Reading May 18, 2022, to be considered for continuance to June 15, 2022.

Financial Impact:

N/A

Prepared by: Mary Gibbs

Attachments:

1. Ordinance 2022-02

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2022-02

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CONSIDERING AN AMENDMENT TO THE COMMERCIAL PLANNED DEVELOPMENT, SPECIFICALLY DEVIATION 3, FOR REPLACEMENT SIGNAGE FOR MIROMAR OUTLETS PROPERTY LOCATED AT THE NORTHEAST QUADRANT OF I-75 AND CORKSCREW ROAD, CONSISTING OF APPROXIMATELY 75 ACRES; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, MIROMAR OUTLETS WEST LLC represented by Paula McMichael, Hole Montes, Inc. (the "Applicant"), filed an application for an amendment to the Commercial Planned Development (CPD) for a property located at 10801 Corkscrew Road, and known as **Miromar Outlets**, Estero, FL, consisting of approximately 75 acres (the "Property"); and

WHEREAS, the Property STRAP numbers are 25-46-25-E4-270M6.0010; 26-46-25-E3-2700A.0000; 26-46-25-E3-270M1.0000; and

WHEREAS, the legal description is:

> Miromar Factory Outlet, located in a portion of Sections 25, 26 and 35, Township 46 South, Range 25 East, Lee County, Florida, according to the plat thereof on file and recorded in Plat Book 72, Pages 41 to 50, of the public records of Lee County, Florida.

WHEREAS, the property was rezoned to CPD in Lee County Resolution Z-95-094 which approved a deviation to project signage; and

WHEREAS, the Applicant requested an amendment to the Commercial Planned Development District (CPD) Deviation 3, (Case number DCI2021-E002); and

WHEREAS, the Applicant is requesting to replace four project identification signs with four new signs; and

WHEREAS, the applicant requests modifications to the deviation for four replacement signs; and

WHEREAS, a noticed public information meeting was held on July 13, 2021 at the Planning, Zoning and Design Board; and

WHEREAS, at a duly noticed public hearing held on April 12, 2022, the Planning, Zoning and Design Board vote resulted in a 4-4 tie on a motion to approve, resulting in no recommendation for approval; and

WHEREAS, a duly noticed first reading was held before the Village Council on May 4, 2022; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on May 18, 2022, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff, the action of the Planning, Zoning and Design Board and the comments of the public.

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

Section 1. Rezoning.

The Village Council approves with conditions/disapproves the rezoning amendment to revise Deviation 3 of Resolution Z-95-094 for four project identification signs subject to the following conditions.

Section 2. Conditions.

1. This Amendment applies only to the deviation for the four project identification signs. All other conditions of Resolution Z-95-094 and prior zoning resolutions applicable to the property remain in full force and effect.

2. Development of this project must be consistent with the Miromar Outlet Sign Package Pattern Book dated _____.

3. Deviation 3 of Zoning Resolution Z-05-094, Relief from LDC Section 30-153(2)a, Identification Sign, is amended to allow the following: (The language below replaces Deviation 3 language in Resolution Z-95-094 and the Deviation 3 language on the Master Concept Plan.)

    a. Three on-site identification signs, 26 feet in height, copy area not to exceed 200 square feet per sign. Minimum setback from road right-of-way is 15 feet on Ben Hill Griffin Parkway and 0 feet from Corkscrew Road.

    b. One on-site identification sign, 78 feet in height, located a minimum of 15 feet from the road right-of-way. Copy area not to exceed 500 square feet and minimum setback from I-75 is 15 feet.

c. Signs must be consistent with the Pattern Book and compatible with the outlet mall's architecture.

d. This deviation is approved with the condition that the signs are restricted to the display of the name of the outlet mall.

Section 4. Findings and Conclusions.

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

The Deviation as revised:

1. Will/will not improve the quality of the proposed development under review;
2. Will/will not preserve and promote the general intent of the LDC to protect the public health, safety and welfare;
3. Will/will not be compatible with uses on surrounding property; and
4. Will/will not create an undue burden on essential public facilities.

Section 5. Exhibit.

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

Exhibit A: Sign Package Pattern Book titled "Miromar Outlet Sign Amendment" dated _____

Section 6. Severability.

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

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 4th day of May, 2022.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this _____.

Attest: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

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

Vote:	AYE	NAY
Mayor Errington	____	____
Vice Mayor McLain	____	____
Councilmember Ribble	____	____
Councilmember Fiesel	____	____
Councilmember Boesch	____	____
Councilmember Ward	____	____
Councilmember Wilson	____	____