



**VILLAGE COUNCIL
WORKSHOP
Agenda - FINAL**

**Village Hall
21500 Three Oaks Parkway, Estero, FL
Website: estero-fl.gov**

**Wednesday, September 23, 2015
Immediately Following Special Council Meeting**

Village Council: District 1 – Bill Ribble; District 2 – Howard Levitan, Vice Mayor; District 3 – Donald Brown; District 4 – Katy Errington; District 5 – Jim Boesch; District 6 – Nick Batos, Mayor; District 7 – Jim Wilson

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL**

4. **APPROVAL OF AGENDA**

5. **COUNCIL BUSINESS**

The public will have an opportunity to speak during the agenda items. Each individual has one opportunity to speak for three minutes per agenda item.

(A) Discussion: Short-term Lease with The Brooks Executive Suites for Community Development Department Offices (Councilmember Ribble)

(B) Discussion: Obtaining a Lobbyist (Mayor Batos)

(C) Discussion: 5-Year Capital Budget Plan (Mayor Batos)

6. **PUBLIC INPUT OF NON-AGENDA ITEMS**

7. **COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS**

8. **VILLAGE MANAGER COMMENTS**

9. **VILLAGE ATTORNEY COMMENTS**

10. **ADJOURN**

If you desire to address the Council, please complete a Public Comment Card located on the table in the lobby and return it to the Clerk. Citizens desiring to speak must step up to the podium, state their full name and address and/or whom he or she represents.

ADA Assistance – Anyone needing special assistance at the Board meeting due to a disability or physical impairment, should contact Village Clerk Kathy Hall, at 239-390-8000, at least 48 hours prior to the meeting.

Pursuant to Section 286.0105, Florida Statutes:

“If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a recording of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



LEASE AGREEMENT

This Lease Agreement (this "Lease") is made this 2nd day of September, 2015 by and between Resource Conservation Properties, Inc., ("Lessor"), and The Village of Estero ("Lessee"). Lessor, in consideration of the rent, additional rent, and other fees to be paid and the covenants to be performed by Lessee, does hereby demise and lease to Lessee, and Lessee hereby leases and takes from Lessor, the following described premises:

Offices 250, 238, 239, 240, 253, 252, 251 (the "Office Premises") in the Brooks Executive Office Suites located at 9990 Coconut Road, Bonita Springs, Florida 34135 (the "Executive Suites").

1. **TERM:** This Lease shall be for a term commencing on September 1st, 2015 (the "Commencement Date"), and ending (check one) ___ three months, X six months, ___ twelve months (the "Termination Date"), after the Commencement Date (the "Initial Term"), unless extended as provided herein. This Lease shall automatically renew for a term equal to the Initial Term unless either party notifies the other, at least 30 days prior to the Termination Date, that this Lease will not be renewed.
2. **USE OF PREMISES:** The Office Premises is to be used solely as a general administrative office for the purpose of conducting the business of Administrative Services, and Lessee shall not use or permit the Office Premises to be used for any other purpose whatsoever without the prior written consent of Lessor, which consent may be granted or withheld in Lessor's sole absolute discretion.
3. **RENT:** Lessee agrees to pay Lessor rent of \$ 2,500.00, plus applicable sales and other taxes, which shall be due and payable in advance on the Commencement Date and on the first day of each month thereafter throughout the term of this Lease. Rent shall include incoming mail service and utilities, except telephone, cable, and internet services.
4. **PAYMENT:** Rent must be received by Lessor at 9990 Coconut Road, Suite 200, Bonita Springs, Florida 34135 on or before each date due. Rent for the first month of this Lease shall be prorated based on the number of days left in the month. In the event the rent is not paid within ten (10) days after the date due, a late charge equal to eighteen percent (18%) per annum, pro-rated daily and commencing on the first day of the month in which rent remains unpaid, shall be due from Lessee until the entire amount owing is received by Lessor. A calculation of the daily late charge is attached as Addendum 4 to this Lease. In the event a check is returned for insufficient funds, Lessee agrees to pay a \$50.00 charge.

5. **SET-UP FEE:** As additional rent, Lessee shall pay Lessor upon execution of this Lease a one time \$350.00 plus tax, set-up fee for switchboard phone installation, voice mailbox activation, office door and interior marquis signage, keys, programming alarm code(s), and high speed internet connection.
6. **USE OF CONFERENCE ROOM:** Lessee shall be entitled to an aggregate of thirty five (35) hours use of the designated common day office or conference room per month. Additional hours for the common day office or conference room may be purchased at the rates shown on Addendum 6, attached to this Lease.
7. **PHONE ACCESS, RECEPTIONIST AND INTERNET SERVICE:** As additional rent for one (7) telephone station, one (7) voice mailbox, and high speed internet service, Lessee agrees to pay Lessor \$175.00 per month, plus applicable sales and other taxes, which shall be due and payable in advance on the same day that Rent is due throughout the term of this Lease. Such additional rent for the first month of this Lease shall be prorated based on the number of days left in the month. As additional rent, Lessee shall pay Lessor on the first day of each month for all charges and costs relating to services used by Lessee, including, without limitation, long distance phone calls, photocopies, faxes, and additional common day office or conference room usage, which shall be billed at the rates established from time to time by Lessor. Any payments due under this paragraph and not paid within ten (10) days after such payments are due shall also incur a late charge, calculated in the same manner as provided in paragraph 4 above. Lessee has read, understands, and agrees to abide by all of the terms and conditions contained in the internet service addendum attached hereto as Addendum 7, and confirms that Lessee has completely and accurately completed the Technology Questionnaire at the end of Addendum 7.
8. **KEYS:** Lessee will receive up to two (2) office keys and two (2) front door security devices per office. Duplication of keys is not permitted. Upon termination of this Lease, all keys and security devices must be returned. A fee of \$10.00 will be charged for each key that is not returned and a fee of \$50.00 will be charged for each security device that is not returned.

Indicate Number of Keys received for 7 offices:

14 Front Door Security Devices Received

14 Office Key(s) Received

___ (Initial Here)

9. **DEFAULT:** In the event Lessee defaults under any terms of this Lease, Lessor may recover possession as provided by law, retain Lessee's security deposit, and seek damages, including, but not limited to, all unpaid rent, unpaid additional rent, and rent for the remaining term of this Lease. Any litigation relating hereto shall only be brought in the appropriate Florida State Court with venue in Lee County. **THE LESSEE AND LESSOR HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING ARISING HEREUNDER.**

10. **SECURITY DEPOSIT:** Lessee shall pay Lessor upon execution of this Lease the additional sum of one month's rent as a security deposit. The security deposit will be held by Lessor, without liability for interest, as security for the full and faithful performance by Lessee of each and every term, covenant, and condition of this Lease.
11. **COMPLIANCE FEE:** Lessee shall pay Lessor upon execution of this Lease the additional sum of one-half month's rent, plus tax, as a compliance fee. This fee is not refundable and may be used by Lessor in its sole discretion, including but not limited, to pay for the cost of switchboard phone disconnection, voicemail deactivation, signage removal, cleaning carpets, and painting walls. Any damage to the Office Premises, over and above normal wear and tear, such as, but not limited to, damage to walls or staining or damage to carpets which requires the carpet to be replaced, may be paid for by Lessor from the Security Deposit, if any, over and above the compliance fee.
12. **SIGNS:** Lessee shall not place, erect or install any signs, curtains, blinds, printed display or show window lettering, or other coverings to the windows upon any portion of the Office Premises or otherwise visible from the outside the Office Premises or the Executive Suites. A standard design of tenancy signage has been adopted for the interior of the Executive Suites and Lessee agrees not to place or permit any identification or other signage which does not conform to the standard design. No exterior signage will be permitted.
13. **ABANDONED PROPERTY:** All property, installations and additions required to be removed by Lessee at the end of the term, which remain on the Premises after Lessee has vacated, shall be considered abandoned by Lessee and, at the option of the Lessor, may either be retained as Lessor's property or may be removed by Lessor at the Lessee's expense to do with as Lessor sees fit, which may include disposal or sale.
14. **RULES AND REGULATIONS:** Lessee agrees to abide by all rules and regulations currently in effect or which may be established or amended from time to time in the reasonable discretion of Lessor. The current Rules and Regulations are attached as Addendum 14 and by Lessee's initials on each page thereof, hereby acknowledges that Lessee has read, understands, and agrees to abide by all of the terms and conditions contained in the rules and regulations as they may be amended from time to time by Lessor.
15. **ATTORNEYS FEES AND COURT COSTS:** Lessee and Guarantor further agree that should it become necessary for Lessor to secure the services of any attorney to enforce any provisions of this Lease, which shall include circumstances when the Lessee fails to pay rent when due or violates any other terms, covenants, or conditions of this Lease, Lessee and Guarantor shall be responsible for any and all costs, expenses, and reasonable attorney's fees, including on appeal, and including paralegal fees and court costs, and all costs incurred by Lessor whether or not it was necessary for the attorney to institute legal action.

16. **ALTERATIONS AND ACCESS:** Lessee has no authority to (a) make any alterations or repairs to the Office Premises or the Executive Suites, (b) incur any debt or make charges against Lessor, or (c) to create a lien upon the Office Premises or the Executive Suites for any work done or materials furnished without the express consent of Lessor in writing. Lessor shall be permitted to enter the Office Premises without notice for inspections, maintenance, repairs, and alterations to the Executive Suites as Lessor deems desirable in its sole absolute discretion. Lessor also has the right to exhibit the Office Premises throughout the term of this Lease to others.
17. **COMPLIANCE WITH LAWS; NO ASSIGNMENT:** Lessee agrees to (i) comply with all applicable governmental laws, rules, and regulations with respect to the use or occupancy of the Office Premises, (ii) not permit the Office Premises or the Executive Suites to be used for any unlawful purpose, and (iii) maintain all licenses required by law to conduct Lessee's business. Lessee agrees, at Lessee's own cost and expense, to keep and maintain the Office Premises and each and every part thereof in good order and condition. Lessee shall not cause or permit strong, unusual, offensive, or objectionable noise, odors, fumes, dust, or vapors to emanate or be dispelled from the Office Premises nor store or permit accumulations of any trash, garbage, rubbish, or other refuse outside of the Office Premises except in compactors or other receptacles approved by Lessor. Lessee will not sublet all or any part hereof or assign this Lease without the express written consent of Lessor. Any subletting or assignment contrary to the foregoing shall be a material default hereunder and shall be null and void at Lessor's election. Lessor may, from time to time, require Lessee to provide Lessor with a copy of Lessee's current licenses required by law.
18. **INDEMNITY:** All personal property belonging to Lessee or any occupant of the Office Premises that is in or on any part of the Executive Suites shall be there at the risk of Lessee or of such other occupant only, and Lessor shall not be liable for any damage thereto or for the fact or misappropriation thereof. Lessee shall be responsible for and shall indemnify and hold harmless Lessor from all liability, expenses, damages, claims, and losses as a result of (a) the failure by Lessee to perform any covenant or obligation required to be performed under this Lease, (b) any accident, injury, or damage that shall happen in or about the Office Premises or the Executive Suites resulting from any action or omission of Lessee or Lessee's agents, employees, or invitees, (c) the failure of Lessee to comply with any governmental law, rule, or regulation, and (d) any attorney's fees incurred by Lessor in connection with any of the foregoing regardless of whether such attorneys fees are incurred in legal proceedings or otherwise. Lessee waives all claims it may have against Lessor for damage or injury to person or property sustained by Lessee or any persons claiming through Lessee or by any occupant of the Office Premises, or by any other person, resulting from any part of the Executive Suites or any of its improvements, equipment, or appurtenances coming out of repair, or resulting from any accident on or about the Executive Suites or resulting directly or indirectly from any act or neglect of any Lessee or occupant of any part of the Executive Suites or of any other person, including Lessor, to the extent permitted by law.

19. **RADON DISCLOSURE:** Radon gas is 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.
20. **JOINTLY AND SEVERALLY:** Each Lessee is jointly and severally liable for all obligations set forth in this entire agreement. If any Lessee violates any terms of this agreement all Lessee(s) are considered to have violated this Lease Agreement. Lessor's requests and notices to any one Lessee constitutes notice to all Lessees. Notices and request from any one Lessor constitute notice from all Lessors. In eviction suits, each Lessor is considered the agent of all other Lessors for service of process.
21. **MISCELLANEOUS:** This Lease, including the exhibits, riders, and/or addenda, if any, attached hereto, set forth the entire agreement between the parties. All prior and contemporaneous conversations and all prior writings between the parties hereto or their representatives are merged herein and extinguished. This Lease shall not be modified except in writing subscribed to by all parties. The waiver by Lessor of a breach or violation of any term or provision of this Lease by Lessee shall not operate nor be construed as a waiver of any subsequent breach or violation. This Lease shall be for the benefit of and binding upon the parties hereto and their respective heirs, personal representatives, legal representatives, successors and, where permitted, assigns. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease is subject and subordinate to any and all mortgages which may now or hereafter encumber the property of which the Executive Suites is a part thereof, and to all renewals, modifications, and extensions thereof. Lessee shall, upon request of Lessor, execute any subordination or attornment documents which Lessor may deem necessary and/or any modification of this Lease that might be required by any lending institution or other entity that may become a mortgagee as to the property of which the Executive Suites is a part, but no such document shall be required to effectuate this subordination. This Lease may be executed in several counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one agreement binding on all parties, notwithstanding that all the parties may not have signed the same counterpart. This Lease shall become effective when one or more counterpart has been signed by each of the parties and delivered to the other party, including delivery by facsimile.

[This space has been left blank for pagination. Signatures appear on the following pages.]

IN WITNESS WHEREOF, both parties have executed this Agreement on the dates indicated below.

WITNESSES:

Witness Signature
Print Name: _____

Witness Signature
Print Name: _____

LESSEE:

Village of Estero

By: _____

Print Name: _____

Its: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day
_____, 2015, by _____, of ____
_____, who is personally known to me or has produced _____
_____ as identification.

[SEAL]

Notary Signature
Printed Name: _____
My Commission Expires: _____

WITNESSES:

Witness Signature
Print Name: _____

Witness Signature
Print Name: _____

LESSOR:

Resource Conservation Properties, Inc.
a Florida corporation
By: _____

Print Name: _____

Its: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day
_____, 2015, by _____, of
Resource Conservation Properties, Inc., a Florida corporation, who is personally known to me or
has produced _____ as identification.

[SEAL]

Notary Signature
Printed Name: _____
My Commission Expires: _____



**ADDENDUM #4
CALCULATION OF LATE FEE**

Monthly Rent, in the amount of \$2,500.00 per month, times 12, times .18, divided by 365, equals \$ 14.79, which is the per day late fee due for each month in which rent is not timely paid, pursuant to the terms of paragraph 4 of the Lease.

LESSEE'S INITIALS: _____

**ADDENDUM #6
CONFERENCE ROOM ADDENDUM
All rates Subject to Change**

		Tenant Rate		
		Hourly	Half Day	Full Day
	Mangrove Room			
	40 (Flexible Layout)	\$35	\$105	\$200
Seats Up To				
Speaker Phone	Y			
Wi-Fi	Y			
Over Head Projector	Y			
Screen	Y			
Refrigerator & Countertop	Y			
Sink	Y			
	Cypress Room			
	6	\$15	\$50	\$75
Seats Up To				
Speaker Phone	Y			
Wi-Fi	Y			
Over Head Projector	N			
Screen	N			
Refrigerator & Countertop	N			
Sink	N			
Kitchenette	N			
	Ibis Room			
	20	\$25	\$75	\$150
Seats Up To				
Speaker Phone	Y			
Wi-Fi	Y			
Over Head Projector	Y			
Screen	Y			
Refrigerator & Countertop	Y			
Sink	N			
Kitchenette	Adjacent Hallway			
	Egret room			
	8	\$15	\$50	\$75
Seats Up To				
Speaker Phone	Y			
Wi-Fi	Y			
Over Head Projector	N			
Screen	N			
Refrigerator & Countertop	N			
Sink	N			
Kitchenette	Adjacent Hallway			

	Jasmine room	\$20	\$60	\$125
Seats Up To	12			
Speaker Phone	Y			
Wi-Fi	Y			
Over Head Projector	Y			
Screen	Y			
Refrigerator & Countertop	Y			
Sink	N			
Kitchenette	Adjacent Hallway			

LESSEE'S INITIALS: _____



ADDENDUM # 7
IT TERMS AND CONDITIONS AND TECHNOLOGY QUESTIONNAIRE

1. The Lessor is not responsible for the individual security or protection of any of the Lessee's computers or computer equipment.
2. Improperly configured or unauthorized installation of computer or network equipment will be shut down and can result in a billing charge to the Lessee.
3. Work order issues generated by the Lessee that are determined to be at the fault of the Lessee, may result in a billing charge to the Lessee.
4. **Static IP addresses** - belong solely to Lessor and Lessee cannot take them upon termination of the lease or departure of the Office Premises.
5. **Dynamically Assigned IP addresses** – Users on the **General Network** will be provided with dynamic Internet protocol ("IP") address(es) as a component of Internet Access, and these IP address(es) can and do change over time. You will not alter, modify, or tamper with dynamic IP address(es) assigned to you or any other customer. You agree not to use a dynamic domain name server or DNS to associate a host name with the dynamic IP address(es) for any commercial purpose. You also agree not to use any software that provides for static IP address(es) on or in conjunction with any computer(s) or network device connected to INTERNET. If applicable, Lessor will release and/or recover the dynamic IP address(es) when the Service or this Agreement is disconnected, discontinued, or terminated.
6. **Prohibited Uses of Internet Access** - You agree not to use the Internet access for operation as an Internet service provider, a server site for e-mail blasts, spamming, ftp, telnet, rlogin, e-mail hosting, "Web hosting" or other similar applications, for any business enterprise.
7. **Disruption of Service** - The Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required. You expressly assume the risks of any damages resulting from High Risk Activities. Lessor shall not be liable for any inconvenience, loss, liability, or damage resulting from any interruption of the Services, directly or indirectly caused by, or proximately resulting from, any circumstances beyond our control.

8. **Maintenance Windows** - Planned maintenance outages and service upgrades will be scheduled - end users will be notified in advance via email and by postings on The Executive Suites website.
9. **Responsibility for Content** - You acknowledge that there is some content and material on the Internet or otherwise available through the Internet which may be offensive to some individuals, may be unsuitable for children, may violate federal, state or local laws, rules or regulations or may violate your protected rights or those of others. Lessor assumes no responsibility for this content or material. Anyone who accesses such content and material does so at his or her own risk. NEITHER LESSOR NOR ITS AFFILIATES, SUPPLIERS, EMPLOYEES, AGENTS OR CONTRACTORS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS ARISING OUT OF OR OTHERWISE RELATING TO ACCESS TO SUCH CONTENT OR MATERIAL BY YOU OR OTHERS. Questions or complaints regarding content or material should be addressed to the content or material provider. You acknowledge that software programs are commercially available that claim to be able to restrict access to sexually explicit or other objectionable material on the Internet. We make no representation or warranty regarding the effectiveness of such programs.
10. **Eavesdropping** - Our facilities are used by numerous persons or entities. As a result, there is a risk that you could be subject to "eavesdropping." This means that other persons or entities may be able to access and/or monitor your use of INTERNET. This risk of eavesdropping exists not only with our facilities, but also on the Internet and other services to which access is provided as a part of INTERNET. If you post, store, transmit, or disseminate any sensitive or confidential information, you do so at your sole risk. We recommend using a firewall in order to provide protection against these threats. In addition, computer users should obtain suitable protection software including anti-spyware, adware, and antivirus.
11. **File and Print Sharing** - The Internet may function in some ways as a Local Area Network (LAN) with each Lessee constituting a node on the network. As such, users outside of the Premises may be able to access the Lessee's Equipment and other equipment connected in some way to the Lessee's Equipment. In addition, some available software includes capabilities that will permit other users to gain access to the Lessee's Equipment and other equipment connected in some way to the Lessee's Equipment, and to the software, files and data stored on such equipment. NEITHER LESSOR NOR ITS AFFILIATES, SUPPLIERS, OR AGENTS SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY CLAIMS, LOSSES, ACTIONS, DAMAGES, SUITS OR PROCEEDINGS RESULTING FROM, ARISING OUT OF OR OTHERWISE RELATING TO ACCESS BY OTHERS OF THE LESSEE'S EQUIPMENT OR ANY OTHER EQUIPMENT CONNECTED IN SOME WAY TO THE LESSEE'S EQUIPMENT, OR TO THE SOFTWARE, FILES AND DATA STORED ON SUCH EQUIPMENT. We recommend using a firewall in order to provide protection against malicious threats. In addition, computer users should obtain suitable protection software including anti-spyware, adware, and antivirus.
12. **Facilities Allocation** - Lessor reserves the right to determine, in its discretion, and on an ongoing basis, the nature and extent of its facilities allocated to support INTERNET,

including, but not limited to, the amount of bandwidth to be utilized and delivered in conjunction with INTERNET.

13. **General Terms and Conditions**

- A. Lessor does not supply any computer or networking equipment.
- B. Server computers are not permitted on the General Network unless they are configured behind a firewall / router.
- C. Static IP Addresses are not assigned on the General Network.
- D. Firewall/Routers are permitted and strongly recommended on the General Network.
- E. Firewall/Routers are required on the Static Network.
- F. If a Firewall/Router is placed on the General Network, it will obtain an IP address automatically, however no incoming ports will be open on this network.
- G. All wireless devices must be configured with encryption. Wireless devices not encrypted will be shut down. SSID broadcast is permitted only if the SSID reflects the name of the Lessee or Lessee's company.
- H. If the Lessee has their own IT staff, they must coordinate with Lessor before installing any network devices to assure proper compliance and the Lessee is placed on the proper network leg.
- I. Telecommunication equipment is to be provided by Lessor. Lessee is not to connect any telecommunication equipment of its own under any circumstances with the exception of fax machines. Fax machines are to be supplied by the Lessee and are to be plugged into designated jacks.
- J. Lessor does not offer professional services for computer support. Please contact the Lessor for a contact list of qualified consulting companies.

14. **Work Orders** -Lessees requiring service for phone or Internet must generate a work order by contacting Emily Domena at 239-390-1155 or emily@wwoffices.com

LESSEE'S INITIALS: _____

Technology Assessment Questionnaire

Dear Lessee:

Thank you for choosing the Executive Suites as your new place of business. We are committed to providing a high quality service for all your telecommunication and Internet needs. The purpose of this form is to provide you with information about the services we offer and to assess your needs prior to move in to ensure a smooth transition. Please review and fill out this form and return to Lessor.

Section 1 - Telecommunication

1. Will you need a new phone number? (Yes / No)
2. Will you be porting your number into the Executive Suites? (Yes / No)
3. How many phones lines will be required for the suite? _____
4. Where would you like your phones to be directed? (our receptionist or your office directly) _____
5. Would you like your phone lines to appear on your phone? (Yes / No)
6. Will you need a fax line? (Yes / No)
7. How many phones will be required? _____

Section 2 - Internet Services

Introduction

The Brooks Executive Suites is designed with two separate network segments for Internet service, each providing lessees with flexibility depending upon needs.

General Network

Most computer users will fall into this network category. This network segment is intended for the lessees who want to plug in and access the Internet. This network segment automatically assigns computers an IP address to access the Internet. This is a shared network and lessees on this segment are strongly advised to either have a hardware firewall appliance or software firewall running on their computers.

Static Network

This network segment is intended for lessees requiring more than just Internet access. Lessees on this segment will be assigned a public static IP address (Please ask Lessor about additional costs for static IP) and will be required to use a firewall/router. This will most commonly be used for remote office connections, VPN type connections, or for email applications like Microsoft Exchange server.

IT Questions?

1. How many computers do you have (workstations / laptops)? _____

2. How many networked printers/scanners do you have? _____

3. How many servers do you have? _____

4. Do you have a switch / firewall / router? (Yes / No) If so, please list the make and model?

_____, _____
_____, _____
_____, _____

5. Please list any other computer or network equipment (make, model)?

_____, _____
_____, _____
_____, _____

6. Will you or your company require remote access to computers outside of the executive suites or need to access your computers from outside the building? (Yes / No)

7. Do you plan to have any wireless devices? (Yes / No) If so, what is the make / model of the wireless devices? _____, _____

8. Will you require a static IP Address? If yes, for what purpose?

LESSEE'S INITIALS: _____

For Office Use Only:

STATIC IP ADDRESS ASSIGNMENT	
IP ADDRESS	_____
GATEWAY	_____
SUBNET MASK	_____
DNS1	_____
DNS2	_____



**ADDENDUM # 14
RULES AND REGULATIONS**

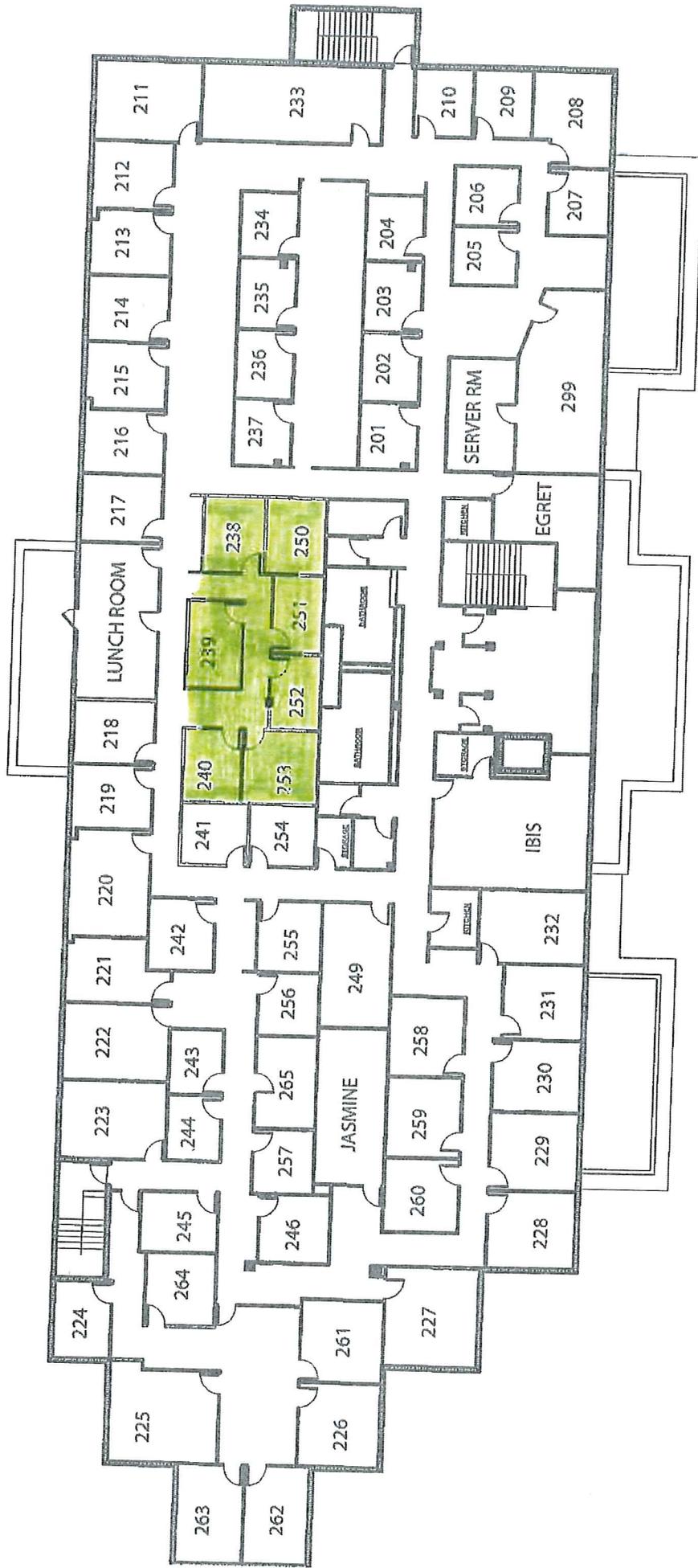
1. Lessee's employees and guests will conduct themselves in a businesslike manner, proper business attire will be worn at all times; the noise level will be kept to a level so as not to interfere with or annoy other Lessees and Lessee will abide by Lessor's directives regarding security keys, parking and other such matters common to all occupants.
2. Lessee will not affix anything to the windows, walls or any other part of the Executive Suites or make alterations or additions to the Executive Suites without prior written consent of Lessor.
3. Lessee will not prop open any corridor doors, exit doors or doors connecting corridors during or after business hours.
4. Lessee can only use the conference rooms and furnished office with the consent of Lessor and those areas must be kept neat and attractive at all times.
5. All corridors, halls, elevators and stairways shall not be obstructed by Lessee or used for any purpose other than egress and ingress.
6. No advertisement or identifying signs, other than provided by Lessor, or other notices shall be inscribed, painted, or affixed on any part of the corridors, doors, windows or public areas.
7. The Lessee shall not, without Lessor's prior written consent, store or operate any computer (except a personal computer) or any other large business machines (except a printer and a fax machine), reproduction equipment, heating equipment, stove, speaker phones, vending or coin operated machines, or do any cooking therein, or use or allow to be used in the Building, oil burning fluids, gasoline, kerosene for heating, warming or lighting. No fire or explosive article deemed to be hazardous shall be brought into the Executive Suites. No offensive gases, odors or liquids will be permitted.
8. The electrical current shall be used for ordinary lighting purposes only unless written permission to do otherwise shall first have been obtained from Lessor at an agreed cost to the Lessee.
9. If Lessee requires any special installation or wiring for electrical use, telephone equipment or otherwise, such wiring shall be done at Lessee's expense by the personnel designated by Lessor.

10. Lessee may not conduct business in the hallways, reception area or any other areas except in the Office Premises.
11. Lessee will bring no animals into the building other than seeing-eye dogs in the company of blind persons and/or assistance support dogs in the company of physically handicapped persons.
12. Lessee shall not remove furniture, fixtures or decorative materials from offices without written consent of Lessor and such removal shall be under the supervision and regulations of Lessor.
13. Lessee will not use the Office Premises for manufacturing or storage of merchandise except as such storage may be incidental to general office purposes.
14. Lessee will not occupy or permit any portion of the Office Premises to be occupied or used for the manufacture, sale, gift, or use of liquor, narcotics or tobacco in any form.
15. Lessee will not use the Office Premises for lodging or sleeping or for any immoral or illegal purposes.
16. No additional locks or bolts of any kind shall be placed upon any of the doors or windows of the Office Premises by the Lessee nor shall any changes be made on existing locks or the mechanisms thereof.
17. Lessee shall, before leaving the Office Premises unattended for an extended period of time, close and securely lock all doors and shut off all lights and other electrical apparatus. Any damage resulting from failure to do so shall be paid by Lessee.
18. Canvassing, solicitation and peddling in or around the Executive Suites building are prohibited and Lessee shall not solicit other Lessees for any business or other purpose without prior approval of Lessor.
19. All property belonging to the Lessee or any employee, agent or invitee of Lessee shall be at the risk of such person only and Lessor shall not be liable for damages thereto or for theft or misappropriating thereof.
20. If Lessee does not remove any property belonging to Lessee from the Executive Suites prior to the end of the lease term, at the option of Lessor, the Lessee shall be conclusively presumed to have conveyed such property to Lessor without further payment or credit by Lessor to Lessee and Lessor may remove the same and Lessee shall pay Lessor all costs of such removal upon demand.
21. The Executive Suites has been designated as non-smoking. No smoking shall be permitted at any time in any area on the floors including Lessee's Office Premises. The second floor kitchen balcony may be used for smoking.
22. All kitchen equipment , coffee pots, carafes. etc/ shall not be removed from the kitchens.

23. All common area and conference room furniture, chairs, audio visual equipment including remote controls, etc. shall not be removed or moved from area in which it is located.
24. Parking shall be in front of the Executive Suites building.
25. No additional keys or security cards shall be made for the Office Premises or the building. Any additional keys or security cards needed must be obtained from Lessor at a cost of \$10.00 per key or \$50.00 per security card.
26. Lessee will be charged a fee of \$75.00 for any office lock changed at Lessee's request.
27. The Office Premises are to be strictly used for business purposes as stated in the Lease. No other usage including storage and/ or sleeping in the Office Premises is permitted.
28. Please be courteous to your neighbors and do not use foul language. Close office doors when using speaker phone.
29. Clean your own dishes after using. Do not leave dishes or utensils in the sink or on the counters.
30. Do not leave forms or paperwork in waiting areas.
31. No firearms or weapons of any kind may be brought into the Building or Executive Suites.

LESSEE'S INITIALS: _____

THE BROOKS EXECUTIVE SUITES



SECOND FLOOR PLAN

Village of Estero
Proposed
Capital Improvement Plan Procedure

The procedure listed below is intended to:

- Identify all existing infrastructures including but not limited to:
 - Roads (names, mileage, # of lanes, width, condition)
 - Sidewalks (location, length, width, condition and construction material (i.e. Concert or blacktop)
 - Bike paths (Location, Length, width, condition and markings)
 - Medians (location, length, Status of landscaping and with what and construction material)
 - Shoulders (location, length, Status of landscaping)
 - Type of water management (swall's, catch basins).

Procedure

1. Identify all Infrastructure by using GIS maps and FGCU (field measurements and pictures).
 - a. Have the infrastructure ground trued by using the FGUC staff and students.
 - b. The FGCU staff will also identify all areas with incomplete infrastructure using pictures and measurements).
 - c. The FGCU staff will also make recommendations on any new or additions to sidewalks and bike paths.
 - d. The FGCU staff will also identify the condition of existing assets.
2. In January or early February the council will review the infrastructure report and will add or delete items.
3. In March and April council will conduct public workshops to get the residents input on the Infrastructure needs items and establish priorities.

- a. It is suggested that we use all possible means to reach as many Estero residents as possible.
 - i. Public workshops
 - ii. Obtaining resident's opinions via the web site.
4. Once the list of Capital Projects have been identified and prioritized, we can obtain cost estimates
5. Based on the projected capital funds available we will assign projects to be undertaken over the course of the next five years.

Time Line

- October 9 Council to approve 5 Year Capital Improvement Process and approve contract with FGCU
- October 15 – November 15 obtain GIS information and collect data
- November 15 – December 31 –verifying ground conditions and identifying suggested additions
- January 15, 2016 –draft report from FGCU
- January 30 Final report form FGCU
- Early February Council will review report and add or modify suggested capital projects.
- March through April –council will conduct a series of public workshops to get Estero residents input on the projects and the priority of the projects.
 - This could include the ability to express their opinion via our web site.
- Mid May – End of May – Get cost estimates
- May –Final list and prioritization of capital items made by council
- June – Establish 5 year Capital Improvement Program list

- Have approved as part of the budget Process August and September.

Research Service Agreement

Between

The Village of Estero

and

Florida Gulf Coast University Board of Trustees

THIS AGREEMENT is made by and between Florida Gulf Coast University Board of Trustees, (hereafter referred to as "FGCU"), a public body corporate, established pursuant to Florida Statutes, whose address is 10501 FGCU Blvd S, Fort Myers, FL 33965 and **The Village of Estero** (hereafter referred to as "SPONSOR"), whose address is **21500 Three Oaks Parkway, Estero, FL 33928**

WHEREAS, SPONSOR desires to retain the services of FGCU, upon the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, SPONSOR and FGCU agree as follows:

1. **Scope of Service to be Performed**: FGCU agrees to undertake and conduct the work entitled; **"Estero Infrastructure Inventory"** for SPONSOR as outlined in **Exhibit A**.
2. **Period of Service**: The research services called for by Article 1, may begin on **October 1, 2015** with activities ending on **January 31, 2016** unless extended by written amendment or terminated sooner following the termination provisions set forth below.

Research Services involving vertebrate animals and/or human subjects may not be conducted until IACUC and/or IRB approvals have been obtained.

3. **Fixed Fee and Payment**: SPONSOR agrees to pay FGCU a fixed fee in the amount of **\$16,113** for research services to be provided under this agreement in accordance with the following schedule and receipt of FGCU invoice:

1. **\$4,000** upon execution of this agreement.
2. **Final payment of \$12,113** following acceptance of the Final Report by SPONSOR's administrative contact.

Payment shall be made to "Florida Gulf Coast University" and remitted to the following address:

Office Research and Graduate Studies
202 Howard Hall
10501 FGCU Blvd S.
Fort Myers, FL 33965-6565

4. **Points of Contact:** The following are designated as Investigators and Administrative contacts for the purposes of this Agreement. The Investigators will be responsible for the technical matters of the research services outlined in Exhibit A. The FGCU Investigator is essential to the work being performed and no change to the FGCU Investigator without SPONSOR written approval.

Investigators:

For FGCU: **Margaret Banyan, Associate Professor**
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565
(239) 590-7850 mbanyan@fgcu.edu

Claude Villiers, Associate Professor
Florida Gulf Coast University
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565
(239) 590-7479 cvillier@fgcu.edu

Administrative:

For FGCU: **Dr. Tachung Yih, Associate Vice President for Research**
Office of Research and Graduate Studies
Howard Hall 202
10501 FGCU Boulevard South
Fort Myers, FL 33965-6565
(239) 590-7020 tcvih@fgcu.edu

For SPONSOR: **Nick Batos, Mayor**
The Village of Estero
21500 Three Oaks Parkway
Estero, Florida 33928
(239) 292-2909 batos@estero-fl.gov

3. **Reporting Requirements:** In addition to research services as described by Article 1, FGCU Investigator shall deliver the following reports to the SPONSOR's Investigator:

<u>Report Type</u>	<u>Due No Later than</u>
Draft Report	01/15/2016
Final Report	01/31/2016

6. **Confidential Information:** All unpublished written data and information provided by SPONSOR to the FGCU Investigators in connection with this Agreement that is designated in writing as "Confidential Information" is confidential and/or proprietary to the SPONSOR and FGCU Investigators shall not publish

or disclose Confidential Information to a third-party or use Confidential Information for any purpose but to render the Research Services, without the prior written consent of SPONSOR.

The obligations of non-use and non-disclosure shall not apply to information which:

- a) at the time of receipt by a FGCU Investigator is in the public domain; or
- b) after its receipt by a FGCU Investigator is made public by a third party, unless such publication was improper; or
- c) was in the possession of a FGCU Investigator before receipt from SPONSOR or as evidenced by written documentation was developed independently or acquired directly or indirectly from a source wholly independent of the SPONSOR.
- d) is the subject of a valid subpoena or is otherwise required by law to be disclosed

In the event of (d) above FGCU is required to give SPONSOR prompt notice thereof so that SPONSOR may seek an appropriate protective order prior to such required disclosure. FGCU will reasonably cooperate with SPONSOR in its efforts to seek such a protective order.

The obligations of this Article pertaining to confidentiality shall survive the termination or expiration of this Agreement for a period of five (5) years.

7. **Publications:** SPONSOR recognizes that FGCU Investigators must have the ability to publish research findings, results or otherwise information gained in the course of research services performed under this agreement in scholarly journals, student dissertations, or other professional forums not so mentioned.

In order to give the SPONSOR an opportunity to review and advise regarding loss of intellectual property and/or to identify any inadvertent disclosure of SPONSOR Confidential Information FGCU will submit to SPONSOR copies of any proposed publication or presentation material involving the results of the Research Services at least thirty (30) days in advance of the submission date for publication or planned presentation date.

SPONSOR recognizes that timing is of the essence and the review of such materials shall be completed within 30-days from the receipt of the planned publication or presentation. FGCU agrees to delete information identified by SPONSOR as Confidential Information from any such proposed publication or presentation material unless SPONSOR agrees to allow its release. If SPONSOR does not respond within the thirty (30) days, said Researchers will have the right to publish the results without further notification or obligation to Sponsor.

At the request of the SPONSOR, FGCU will agree to delay publication or presentation of materials submitted by up to another 30-days (or longer if mutually agreed upon) to allow for preparation and filing of a patent application which SPONSOR has the right to file or to have FGCU file at SPONSOR's request.

8. **Inventions and Patents:**

- a) No license to the other Party under any patents is granted or implied by conveying Proprietary or other Information to that Party.

- b) If an invention is conceived exclusively by the employees of one Party in connection with the Project, title to said invention and to any patent issuing thereon shall be in the inventing Party's name.
 - c) In the case of joint inventions, that is inventions made jointly by one or more employees of both Parties hereto, each Party shall have an equal, undivided interest in and to such joint inventions.
 - d) SPONSOR retains a first option, for consideration, a non-exclusive or exclusive license with a right to sublicense, on terms and conditions to be mutually agreed upon. The option shall extend for a time period of 90 days from the date of disclosure to SPONSOR.
9. **Use of Name for Publicity:** Neither Party shall use the name of the other Party or of any Investigator in any advertising or promotional material without the prior written approval of the other.
10. **Compliance with Law:** The Parties shall comply with all applicable federal, state, local laws and regulations and nothing in this Agreement shall be construed to require either Party to violate such provisions of law or subject either Party to liability for adhering to such provisions of law.
11. **Independent Contractor:** FGCU shall be deemed to be and shall be an independent contractor and, as such, FGCU shall not be entitled to any benefits applicable to employees of Sponsor; Neither Party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.
12. **Insurance:** In the performance of all services hereunder:
- a) FGCU warrants and represents that FGCU has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by FGCU, and FGCU has no liability insurance policy as such that can extend protection to any other person.
 - b) Each Party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and the officers, employees, and agents thereof.
13. **Termination:** This Agreement may be suspended or terminated at any time by FGCU or SPONSOR by giving written notification to the appropriate Administrative Contact of the other Party.

In the event that either Party shall be in breach, violation or default of any of its obligations under this Agreement and shall fail to remedy such default within sixty days (60) after receipt of written notice thereof, the Party not in default (reserving cumulatively all other remedies and rights under this Agreement and at law and in equity) shall have the option of terminating this Agreement upon written notice thereof.

Upon any termination hereof, FGCU shall issue a final report that summarizes the progress made hereunder. FGCU shall be reimbursed for all non-cancelable costs incurred in the performance of this Agreement; such reimbursement shall not exceed the total amount set forth by Article 3.

14. **Dispute Resolution:** Any dispute concerning performance of the Agreement shall be decided by the appropriate administrative officials of each party, who shall reduce any decision to writing.

15. Miscellaneous: This Agreement (a) may not be assigned or transferred by FGCU without SPONSOR's prior written consent, (b) constitutes the entire understanding of the Parties with respect to the subject matter hereof, and (c) may be modified or amended only in a writing signed by duly authorized representatives of both Parties.

16. Entire Agreement: This Agreement with its exhibits constitutes the entire agreement between the Parties and supersedes and replaces any and all previous understandings, commitments, or agreements, whether oral or written, relating to the performance of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this agreement to be executed by their duly authorized representatives.

The Village of Estero

Florida Gulf Coast University Board of Trustees

Nick Batos

TC Yih

Mayor

Associate Vice President for Research

Date

Date

Exhibit A - Scope of Services

GENERAL SCOPE STATEMENT

The CONSULTANT will provide and perform the following services that constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Overview of Objectives

Estero seeks to critically assess existing infrastructure conditions and needs with the intent of prioritizing improvements and investments in the short term. The overall deliverables of this project is expected to serve as a baseline upon which the Village of Estero elected officials and citizens may make future planning and investment decisions. The specific tasks of this project will include (but not limited to) a comprehensive inventory of existing bicycle and pedestrian facilities, landscaping, and roadways; assess the condition of existing facilities; and make recommendations for improvements.

Overview of Process

The inventory process and analysis will be led by faculty at Florida Gulf Coast University who have expertise in bicycle/pedestrian planning; roadway and pavement evaluation, and land use planning. Advanced and experienced graduate and undergraduate students will assist with the process, especially for data collection.

The key tasks that will be performed include the following:

1. ***Inventory process.*** In coordination with Estero subject area representatives, the FGCU team will develop a strategy to inventory on-the-ground conditions. This strategy will include the areas needing field reviews and exclude those for which sufficient information is already available. Streets and roadways that lie in gated communities will not be included in the inventory. However, state, county, and local corridors with the boundaries of the Village of Estero will be inventoried. Faculty and the Estero subject area representatives will conduct training and oversee the inventory and data collection process.
2. ***Initial data collection and analysis.*** Conduct a comprehensive inventory of roadway, landscape, and bicycle/pedestrian facilities using existing and new data. The availability of existing data will be identified and new data will be collected through field reviews, otherwise known as 'ground truthing'. All facilities will be mapped using Global Information System (GIS) or other appropriate software.
 - a. Bicycle and pedestrian facilities will be assessed for their location, type of facility, safety, and adequacy.
 - b. Roadways will be assessed for their condition, including surface distress condition survey (cracks, and raveling) and the timeframe associated with repairs. The assessment will be based on the 2015 Florida Department of Transportation (FDOT) - Pavement Condition Survey Handbook (FDOT 2015). The Condition Survey is a systematic approach to collecting and presenting existing road information. Originally, a pavement's relative ability to serve traffic was determined quite subjectively by visual inspection and experience. Although various sophisticated equipment has been developed

overtime, the visual distress survey has been widely used to assess the condition of roadways. The following will also be included: A surface distress condition survey, limited structural condition survey, and a functional condition survey

- c. Landscaping conditions will be inventoried according to existing landscaping, appropriateness to the context, and level of service.
- 3. **Document best practices.** Following facility condition inventory, the information gathered will be analyzed and best practices will be proposed to address recommended improvements. Best practices will recognize any existing rules or guidelines as may be appropriate. The best practices will employ a context-sensitive framework. For example, bike lanes may be appropriate in some areas; whereas shared use pathways may be appropriate in others. In addition, the best practice research will document policy decisions that may be required to achieve the desired outcomes (for example, level of service standards).
- 4. **Team meetings.** The FGCU team (including faculty and students) will host regular meetings with Estero subject area representatives throughout the project duration. Feedback from these meetings will be incorporated as the project progresses.
- 5. **Draft and final report.** A draft and final report will be developed that documents the inventory process, the inventory results, maps, and recommendations. The FGCU team will deliver a preliminary draft for review and comment based on feedback from Estero subject area representatives. A final report will follow.

Time Requirements

The project timeframe will be October 1, 2015 and end on January 31, 2016. A breakdown of all the activities is outlined in Tables 1 and 2.

Table 1: Activities Schedule

Task	Oct 15	Nov 15	Dec 15	Jan 16
1. Inventory process and training				
2. Data collection and analysis				
3. Best practices				
4. Team meetings				
5. Draft and Final Report				

Table 2: Timeframe by Task

Task	Timeframe
1. Inventory process and training	10/1/15-10/15/15
2. Data collection and analysis	10/1/15 – 12/31/15
3. Best practices	12/1/15 – 1/15/16
4. Team meetings	10/1/15 - 1/31/16
5. Draft & Final Report	
a) Draft report due	1/15/16
b) Final report due	1/31/16

Deliverables

1. Map series documenting facility conditions along with GIS locational information and/or other appropriate software to document findings. Landscape base maps may also be included. Up to 20 additional large format maps will be produced upon request for the purpose of generating public input.
2. Meeting notes for team meetings
3. Draft and final report, including inventory, best practices, and recommendations.

Qualification of the Research Team

The research team includes experienced faculty in the College of Arts and Sciences and College of Engineering from Florida Gulf Coast University. Table 3 summarizes the expertise of the key personnel for this project. One of the strengths of the proposed research team is their extensive professional background infrastructure planning (including field measurements, pavement evaluation and material characterization, pavement management and data analysis, and database design). The proposed Principal Investigator (PI), Dr. Margaret Banyan, has participated in broad corridor livability analysis and led the creation of bicycle/pedestrian planning processes. The proposed Co-Principal Investigator (Co-PI), Dr. Claude Villiers, has conducted significant work in testing and evaluation on rutting and cracking of pavements and database design for the Florida Department of Transportation. Dr. Villiers has also worked as a Research Engineer for the University of Florida and Florida Department of Transportation – Pavement Conditions Survey Section.

Table 3: Key Research Team Members.

Name	Expertise	Affiliation	Phone Number
Dr. Margaret Banyan, Principal Investigator	Land use planning; bicycle/pedestrian planning; livable corridor analysis	Department of Political Science and Public Administration, Florida Gulf Coast University	(239) 590-7850
Dr. Claude Villiers, Co-Principal Investigator	Pavement evaluation; material testing and characterization and specification implementation of asphalt materials; database design	Department of Environmental and Civil Engineering, Florida Gulf Coast University	(239) 590-7479

Estimated Budget & Time Requirements

The total budget for this study is \$16,113.00. As this is a fixed fee agreement, additional faculty and hours (up to 100% match) are anticipated. An institutional match of student hours in addition to what is requested will be at no additional cost to the Village.

Table 4: Project Budget

Expenses			
Personnel	Hourly	Hours	Estimate
Dr. Margaret Banyan	\$47.41 Salary/Fringe	35	\$1,659
Dr. Claude Villiers	\$73.46 Salary/Fringe	35	\$2,571
Graduate Student (1) (10 hours*17 weeks)	\$16.15 Salary/Fringe	170	\$2,745
Undergraduate Student (3) (10 hours* 17 weeks)	\$12.92 Salary/Fringe	510	\$ 6,589
<i>Subtotal Personnel Costs</i>			<i>\$ 13,564</i>
<i>FGCU Overhead</i>			<i>\$ 2,549</i>
Total Project Expenses			\$16,113

MARGARET E. BANYAN



EDUCATION

PH.D.: PUBLIC ADMINISTRATION AND
POLICY/2003/PORTLAND STATE
UNIVERSITY

MASTER'S OF PUBLIC
ADMINISTRATION/1991/PORTLAND
STATE UNIVERSITY

BACHELOR OF SCIENCE:
HISTORY/1989/UNIVERSITY OF
OREGON

PROFESSIONAL AFFILIATIONS

AMERICAN SOCIETY FOR PUBLIC
ADMINISTRATION

RECONNECTING AMERICA

CONGRESS FOR NEW URBANISM

Margaret E. Banyan, Ph.D. is an Associate Professor, MPA program coordinator, and coordinator of the Land Use Planning Certificate program at Florida Gulf Coast University. Dr. Banyan is the lead consultant for community planning, public involvement, and land use planning. As a nationally recognized expert and an experienced facilitator, Dr. Banyan has a unique ability to analyze problems and develop solutions for public and not for profit agencies.

Dr. Banyan is actively engaged in research and practice in the areas of smart growth, bicycle and pedestrian planning, sustainable communities, and community planning. Dr. Banyan has published in the *Public Administration Review*, *Administrative Theory and Praxis*, the *Encyclopedia of Governance*, and has co-written book chapters in five editions of *The Roads to Congress*. She also serves as a reviewer for several academic journals and publications. Dr. Banyan is extensively involved in exploring the linkages between land use and transportation. She is a member of the National Academies Transportation Cooperative Research Board's Panel H-45 on Livable Transit Corridors, Lee County MPO Citizen Advisory Committee, Steering Committee member of BikeWalkLee, a community coalition to complete the streets; and former member of the Lee County Community Sustainability Advisory Committee, and the MPO Bike/Ped Master Plan Stakeholder Committee.

Dr. Banyan previously worked as a land use planner for Johnson Engineering, as the Director for the Center for Public Participation at Portland State University, and as a Hatfield Scholar at the National Policy Consensus Center in Portland, Oregon. She has designed and implemented extensive public involvement processes for multi-jurisdictional planning efforts, including citizen surveys, community polls, focus groups, and needs assessment(s).

Project Experience

- Bonita Springs Evaluation and Appraisal Report
- Sanibel Community Housing and Resources Needs Assessment
- Tice Connectivity Plan Health Impact Assessment
- Charlotte County Parks Master Plan demographics, trends, policy and plan review, and LOS analysis
- Iona-McGregor Compensation Study & Succession Plan
- Glades County Strategic Site Plan
- Tice Historic Community Plan Stakeholder Assessment and Historic District Survey
- City of Bonita Springs Sustainability Assessment
- City of Fort Myers Police Department Take Home Vehicle Evaluation
- Center on Government Performance Trailblazer Grant Program Focus Group: Citizen Feedback on the Annual Iona-McGregor Fire Protection and Rescue Service District's Service Efforts and Accomplishments Report
- City of Cape Coral Police Department Take Home Vehicle Evaluation
- City of Cape Coral Evaluation and Appraisal Review Public involvement Study
- Creative Resources Works, Inc. Strategic Funding Plan
- LeeTran JARC and New Freedom grant technical assistance
- Upper Captiva Community Plan Implementation and Land Development Code Regulations
- Upper Captiva Community Plan
- Buckingham Community Plan
- City of Bonita Springs, FL: Parks, Recreation and Open Space Master Plan Update
- Fort Myers Beach Fire Control District 2007-2017 Comprehensive Plan
- Lehigh Acres Community Plan Startup
- North Fort Myers Community Plan Startup
- "A Citizen's Guide to Community Planning in Lee County, FL: Processes and Resources". Funded by Lee County Smart Growth
- Island Housing Solutions Strategic Plan
- Technical assistance for Page Park, Palmona Park, and Pine Manor neighborhoods
- Land use and entitlement planning for commercial and industrial projects in Lee and Hendry County
- Public Facilitation for Post-Charlie Hurricane Audit
- International Scan on the State and Condition of Public Participation. Funded by the International Association for Public Participation.
- Chehalem Valley Strategic Plan

Selected Publications

Banyan, Margaret E. (2014). "Ortiz Widening Health Impact Assessment."

Banyan, Margaret. 2014. "Civic Capacity Assessment Framework." *New Public Governance: A Regime Centered Perspective*. Douglas F. Morgan and Brian Cook, eds. Armonk, NY: M.E. Sharpe. Book Chapter.

Nishishiba, Masami, Margaret Banyan, and Douglas F. Morgan (2012). "Looking Back on the Founding: Civic Engagement in America." *The State of Citizen Participation in America (Research on International Civic Engagement)*, eds. Hindy Lauer Schachter and Kaifeng Yang. Charlotte, NC: Information Age Publishing. Book Chapter.

Banyan, Margaret E. (2008). "Making Civic Capacity Work through Business Improvement Districts." *Public Administration Review*, September/October, 2008 p. 932-935.

Banyan, Margaret E. (2004). "Wiring Organizations for Community Governance: Characteristics of High Organizational Citizenship," *Administrative Theory and Praxis*, September 2004.

CLAUDE VILLIERS, EI



PH.D.: CIVIL
ENGINEERING/CIVIL
ENGINEERING MATERIALS AND
CONSTRUCTION/2004/UNIVERSITY OF FLORIDA

MASTER'S OF ENGINEERING IN
CIVIL ENGINEERING/
STRUCTURES/1998/UNIVERSITY OF FLORIDA

BACHELOR OF SCIENCE: CIVIL
ENGINEERING/1996/UNIVERSITY OF FLORIDA

PROFESSIONAL AFFILIATIONS

TRANSPORTATION RESEARCH
BOARD (TRB)

AMERICAN SOCIETY OF
ENGINEERING EDUCATION
(ASEE)

AMERICAN SOCIETY OF CIVIL
ENGINEERS (ASCE)

CHI EPSILON CIVIL
ENGINEERING HONOR SOCIETY

Claude Villiers, Ph.D., EI is an Associate Professor in the Department of Environmental and Civil Engineering – U.A. Whitaker College of Engineering (WCOE) at Florida Gulf Coast University. Previously Dr. Villiers was an Assistant Professor at The City College of New York (CCNY). He received his Ph.D. in Civil Engineering with a concentration in *Materials and Construction* from the University of Florida in 2004. Dr. Villiers' areas of principal research interest are Civil Engineering Materials and Asphalt Technology, Highway and *Pavement Design, Transportation, Specifications and Construction Variability of Pavement Materials, Quality Control/Quality Assurance, Pavement Management and Rehabilitation*, and Statistics related to Pavement Materials.

In the past, Dr. Villiers worked on several projects sponsored by various agencies including the Florida Department of Transportation, Federal Highway Administration, and University Transportation Research Center Region-II. Some of his most recently completed and on-going work include the use of *driving simulator to investigate patterns of drivers' behavior during various rainfall event* using different roadway geometries. Deliverables from this project may help Florida Department of Transportation and other agencies with *future decision making, such as variable message signs, determining appropriate corrective measures on existing roadway sections, and/or designing future roadway sections to reduce hydroplaning*. Dr. Villiers recently on a project for the Lee County Department of Transportation. This project includes *traffic management system* deployed during the last three seasons of the Red Sox baseball spring training in Fort Myers, Florida. Also, *emerging new methods of travel data collection and their effectiveness* were evaluated. *Lessons learned from this study can be applied in the surrounding counties to manage the congestion arising from special events, spring training, and concerts.*

Project Experience

- *Lee County Department of Transportation* – Evaluation of the effectiveness of current Lee County Department of Transportation traffic management
- *Shadow Wood Subdivision Board* – Shadow Wood Subdivision Pavement Evaluation
- *Florida Gulf Coast University Office of Research and Graduate Studies* – Evaluation of the Haitian cement in construction application
- *Florida Gulf Coast University Office Community Outreach* – Florida Gulf Coast University and National Association for the Advancement of Colored People (NAACP), 2014 Pre-Collegiate Summer Camp
- *National Science Foundation* – Florida Georgia Louis Stokes Alliance for Minority Participation (FGLSAMP) at FGCU
- *Florida Department of Transportation* – Evaluation of driver behavior to hydroplaning in the state of Florida using driving simulation
- *Florida Department of Transportation* – Continuation of Superpave Projects Monitoring
- *Florida Gulf Coast University Center for Environmental and Sustainability Education* – An Approach of using Recycle Concrete Aggregate as a Substitute for Aggregate in Civil Engineering applications: An Added Sustainable Value to Civil Engineering Course
- *San Remo Subdivision Board* – San Remo at Palmira Homeowner's Association
- *College Board/Florida Education Fund/Florida Gulf Coast University College Reach Out Program* – FGCU of Outreach Programs/FEF/WSOE 2009 Summer Residential-Engineering-Applied Math-SAT Prep Academy
- *University Transportation Research Center (Region-II)* – Identification of Source of Rutting in a Flexible Pavement System
- *PSC-CUNY Program* – Performance Evaluation of Construction and Demolition Debris as Substitute for Aggregate in Hot Mix Asphalt

Selected Publications

- Villiers, C.,** D Nelson, S. Jansen, J. Zalewski, F. Moloney. "Innovative Travel Data Collection and Strategy Planning for the Red Sox Baseball Spring Training", Submitted to *Journal of Transportation Engineering, American Society of Civil Engineers*, Reston, VA, July 2015.
- Nguyen, L., T. Nguyen, D. Tran, **C. Villiers.** "Productivity in Daytime and Nighttime Construction of Urban Sewer Systems." In *Journal of Construction Engineering and Management, American Society of Civil Engineers*, Volume 140, Issue 7, Reston, VA, July 2014.
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