VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JUNE 18, 2025, 09:30 AM

www.Estero-fl.gov

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

AGENDA
VILLAGE COUNCIL MEETING
9401 Corkscrew Palms Circle, Estero, Florida
June 18, 2025, 09:30 am

Village Council: *District 1 - Joanne Ribble, Mayor; District 2 - Jeff Hunt; District 3 - Jon McLain; District 4 - Lori Fayhee; District 5 - Rafael Lopez; District 6 - Jim Ward; District 7 - George Zalucki, Vice Mayor*

1. CALL TO ORDER

INVOCATION

Pastor Brandon Oaks Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA

a. June 4, 2025 Village Council Meeting Minutes

Attachment: 06042025.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024, by Jeff Tuscan, CPA, Tuscan &. Company, PA.

Recommended Action
Approve Comprehensive Annual Financial Report.

Financial Impact
There is no financial impact.

Attachment: SS Tuscan Comprehensive Annual Financial Report for the Fiscal Year Ended September 30_ 2024.pdf
Attachment: 1. Summary of Audit Findings and Management Letter.pdf
Attachment: 2. 2024 Village of Estero ACFR _SECURED_.pdf

b. Disaster Debris Monitoring Services RFP 101225

Recommended Action
Approve the award of Request for Proposal 101225, Disaster Debris Monitoring Services for the Village of Estero to the highest scoring proposal, Rostan Solutions, LLC. to provide on-call disaster debris monitoring services as provided in the contract for a one-year period, at the rates submitted on their proposal, authorize the Village Manager to execute contract documents on behalf of the Village of Estero Council. Grant the Village Manager the authority to renegotiate and execute the renewal of this contract for three (3) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Financial Impact
Services for the contract will be provided on an as needed basis.

Funding level to be determined by disaster severity and the level of services required at the time of an event.

Attachment: SS Disaster Debris Monitoring Services RFP101225.pdf
Attachment: 01 Rostan_RFP_101225_Debris_Monitoring_Proposal.pdf
Attachment: 02 Evaluation Scoring.pdf
Attachment: 03 Estero Disaster Debris Monitoring Services Agreement.pdf

c. River Oaks Preserve Construction Manager at Risk Contract

Recommended Action
Motion to approve award of Contract 25031 with Chris Tel Construction to provide construction manager as risk services for the River Oaks Preserve Project.

Approve pre-construction services as described in the contract for $346,926.

Approve a $35,000 contingency for additional services that may be required to complete preconstruction services.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Financial Impact
The project's financial impact is $381,926 ($346,926 plus $35,000 contingency).

The Village's Fiscal Year 2024-2025 budget includes $2.9 mil for the River Oaks Preserve project.

Note
The Village will be reimbursed for up to $2,500,000 of project costs.

Attachment: SS River Oaks Preserve CMAR Contract.pdf
Attachment: 01- Location Map.pdf
Attachment: 02- River Oaks Preserve Concept Plan.pdf
Attachment: 03-Contract 25031 River Oaks CMAR-ChrisTel.pdf
Attachment: 04-Exhibit 1 Pre Construction Services.pdf
Attachment: 05-Exhibit 2 GMP Addenda.pdf
Attachment: 06-Exhibit 3 General Conditions.pdf

d. Service Agreement- KemperSports Mgt LLC

Recommended Action
Motion to approve the service agreement between the Village of Estero and KemperSports Management LLC for a total contract amount of $215,580.

Authorize the Village Manager to sign the contract and other additional implementation documents on behalf of the Village of Estero Council

Financial Impact
Total contract amount of $215,580 (Monthly Payment of $17,965).

Professional Services Fee	$9,500
Payroll	$6,465
Insurance	$2,000
Total	$17,965 (per month)

Attachment: SS Kemper Sports.pdf

7. SECOND READINGS

a. Second Reading for Approval of Ordinance No. 2025 - 05 Capital Improvement Plan

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting the Annual Capital Improvement Program for Fiscal Year 2025-2026; Making Related Findings; and Providing For Severability, Codification and an Effective Date.

Recommended Action
Approve Ordinance No. 2025-05.

Financial Impact
The Capital Improvement Program will set the funding for the Village Capital Improvement project for Fiscal Year 2025-2026 and provide a plan of priorities for the next 5 years. A summary of the proposed capital expenditures for the upcoming fiscal year is as follows:

Roadway	$ 11,890,000
Intersection	$ 2,500,000
Bicycle and Pedestrian	$ 1,500,000
Landscaping and Beautification	$ 160,000
Parks and Recreation	$ 27,295,000
Stormwater	$ 725,106
Utility	$ 13,400,000
Total Capital Program	$ 57,470,106

Attachment: SS Ord. No. 2025-10 CIP.pdf
Attachment: 1 01- 25-26 CIP.pdf
Attachment: 2 Ord No 2025-05 FY 25-26 Capital Improvement Plan.pdf

b. Second Reading Ordinance No. 2025-06 Mayfair Village RPD Rezoning

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions Rezoning for Property Bounded by the Seminole Gulf Railway ROW on the West, Broadway Avenue East on the North, Sandy Lane on the East and 20920/922 Sandy Lane on the South, all in the Village of Estero, Florida; Providing for Severability; and Providing an Effective Date.

Recommended Action
Approve Ordinance No. 2025-06.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS 2nd Reading Mayfair Village RPD.pdf
Attachment: 1 Ord No. 2025-06 MAYFAIR.pdf
Attachment: 1 Exhibit A for Ordinance.pdf
Attachment: 1 Exhibit B for Ordinance.pdf
Attachment: 1 Exhibit C for Ordinance.pdf
Attachment: 1 Exhibit D for Ordinance.pdf
Attachment: 2 Council Staff Report Mayfair Village Rezoning.pdf

Attachment: 2 Staff Report Attachments.pdf
Attachment: 3 Mayfair Village Council Hearing presentation.pdf

c. Second Reading Ordinance No. 2025-08 Unsafe Structures

An Ordinance of the Village Council of the Village of Estero, Florida, Creating a New Chapter 23 Regarding Property Maintenance; Creating a New Article II (Unsafe Structures) of Chapter 23 to Provide for the Prohibition of Unsafe Structures and for the Authority of the Village to Ensure Such Structures are Abated or Removed; Making Related Findings; Providing for Codification, Severability, and for an Effective Date.

Recommended Action
Approve Ordinance No. 2025-08.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS Ord No 2025-08 Unsafe Structures.pdf
Attachment: 1 Ord No. 2025-08 Unsafe Structures.pdf

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

9. VILLAGE ATTORNEY'S REPORT

10. VILLAGE MANAGER'S REPORT

Adjourn Regular Session and Convene Workshop Items

11. WORKSHOP

a. Fiscal Year 2025-2026 Proposed Budget Introduction

Attachment: SS FY 2025-2026 Budget Introduction.pdf
Attachment: 1. Initial Council Presentation for FY 25-26.pdf
Attachment: 2. Proposed Budget Summary 2025-2026.pdf
Attachment: 3. Proposed Budget Book FY 2026.pdf

12. ADJOURNMENT

General Attachments

- Transcipt.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JUNE 18, 2025, 9:30 A.M.

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

09:30:32 [SOUNDING GAVEL]
09:30:33 >>Mayor Ribble: I'D LIKE TO CALL THE JUNE 18, 2025,
09:30:36 9:30 A.M. VILLAGE COUNCIL MEETING TO ORDER.
09:30:39 WE WOULD LIKE TO REMIND YOU TO PLEASE PUT YOUR CELL PHONES
09:30:42 ON SILENT.
09:30:43 IF YOU PLAN ON COMING UP TO THE PODIUM TO SPEAK, PLEASE MAKE
09:30:46 SURE YOU SPEAK INTO THE MIKE, AND, ALSO, FILL OUT A
09:30:50 SPEAKER'S CARD AND HAND IT TO THE CLERK.
09:30:53 AT THIS TIME, I'M PLEASED TO WELCOME PASTOR CASEY CARTER
09:30:58 FROM OCEAN CHURCH TO DO THE INVOCATION.
09:31:00 PASTOR CARTER.
09:31:09 >> THANK YOU, COUNCIL.
09:31:10 I KNOW IT SAYS ON THE AGENDA THAT PASTOR BRANDON OAKS IS
09:31:14 WITH US TODAY.
09:31:15 UNFORTUNATELY, YOU GOT ME TO GET THIS STARTED.
09:31:18 HE'S ILL.
09:31:19 SO LIFT HIM UP IN PRAYER.
09:31:21 WE AT OCEAN CHURCH THANK YOU FOR ALL THE THINGS THAT YOU DO.

09:31:25 REALLY DO.
09:31:26 THANK YOU VERY MUCH FOR LEADING IN SUCH A WAY.
09:31:28 I KNOW IT'S NOT AN EASY JOB.
09:31:30 YOU HAVE A BIG RESPONSIBILITY, EACH AND EVERY ONE OF YOU.
09:31:33 A LOT TO DO.
09:31:34 A LOT OF PEOPLE WANT TO MOVE HERE AND COME HERE.
09:31:36 WE THANK YOU FOR YOUR SERVANT LEADERSHIP THAT JESUS
09:31:39 EXHIBITED AND TALKED ABOUT IN MATTHEW 20.
09:31:41 WITH THAT, LET'S GET TO PRAYING.
09:31:43 FATHER, HEAVENLY AND GRACIOUS FATHER, WE THANK YOU FOR THE
09:31:46 DAY.
09:31:47 THANK YOU FOR THE VILLAGE COUNCIL AND ALL THE THINGS THAT
09:31:50 THEY DO.
09:31:51 WE ASK THAT THE CONVERSATIONS AND THE PETITIONS AND THE

09:31:56 DECISIONS, FATHER, ARE GUIDED BY YOU.
09:32:00 WE THANK YOU FOR THIS OPPORTUNITY.
09:32:02 WE THANK YOU FOR THESE WONDERFUL FOLKS THAT ARE LEADING US
09:32:05 IN SUCH A WAY THAT, FRANKLY, IT'S A JOY TO BE LIVING HERE.
09:32:12 WE THANK YOU IN ADVANCE FOR THE THINGS THAT ARE GOING TO
09:32:15 HAPPEN TODAY.
09:32:16 WE ASK THAT YOU GUIDE IN EACH AND EVERY ONE OF US, BOTH THE
09:32:20 PARTICIPANTS AND THE COUNCIL, AND WE LOVE YOU AND TRUST YOU
09:32:22 IN ALL THESE THINGS.
09:32:23 IN JESUS NAME, ALL GOD'S PEOPLE SAID, AMEN.
09:32:28 >>Mayor Ribble: THANK YOU, PASTOR CARTER.

09:32:30 PLEASE GIVE OUR BEST TO PASTOR BRANDON.
09:32:33 THANK YOU.
09:32:33 WILL YOU PLEASE JOIN ME IN THE PLEDGE?
09:32:36 [PLEDGE OF ALLEGIANCE]
09:32:54 >>Mayor Ribble: MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
09:32:56 HERE.
09:32:58 >>Jeff Hunt: HERE.
09:33:01 >>Jon McLain: HERE.
09:33:01 >>Lori Fayhee: HERE.
09:33:03 >>Rafael Lopez: HERE.
09:33:05 >>Jim Ward: HERE.
09:33:06 >>Vice-Mayor Zalucki: HERE.
09:33:07 >>Mayor Ribble: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:33:10 AGENDA.
09:33:10 DOES ANYONE HAVE ANY ADDITIONS, DELETIONS OR CHANGES?
09:33:13 SEEING NONE, CAN I HAVE A MOTION TO ACCEPT THE AGENDA?
09:33:18 COUNCILMAN McLAIN, SECONDED BY COUNCILMAN LOPEZ.
09:33:26 PLEASE CALL THE ROLL, MADAM CLERK.
09:33:28 >>Jeff Hunt: AYE.
09:33:30 >>Jon McLain: AYE.
09:33:31 >>Lori Fayhee: AYE.
09:33:32 >>Rafael Lopez: AYE.
09:33:33 >>Jim Ward: AYE.
09:33:34 >>Vice-Mayor Zalucki: AYE.
09:33:36 >>Mayor Ribble: AYE.

09:33:37 ITEM 3, PUBLIC COMMENT ON NON-AGENDA ITEMS.
09:33:43 >>Carol Sacco: WE HAVE NONE, MAYOR.
09:33:44 >>Mayor Ribble: ALL RIGHT.
09:33:45 WE HAVE NOTHING ON THE CONSENT AGENDA EITHER.
09:33:50 SO LET US MOVE ON TO ITEM 6 --
09:33:53 >>Carol Sacco: I'M SORRY.

09:33:55 THE CONSENT AGENDA --
09:33:56 >>Mayor Ribble: I'M SORRY.
09:33:57 THE MINUTES.
09:33:58 DOES ANYONE HAVE ANY CORRECTIONS TO THE MEETING MINUTES?
09:34:04 IS THERE ANY PUBLIC COMMENT?
09:34:08 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENT.
09:34:11 >>Mayor Ribble: I'LL ACCEPT A MOTION.
09:34:13 COUNCILMAN LOPEZ AND COUNCILWOMAN FAYHEE.
09:34:19 MADAM CLERK, PLEASE CALL THE ROLL.
09:34:21 >>Jim Ward: AYE.
09:34:22 >>Rafael Lopez: AYE.
09:34:24 >>Lori Fayhee: AYE.
09:34:26 >>Jon McLain: AYE.
09:34:27 >>Jeff Hunt: AYE.
09:34:29 >>Vice-Mayor Zalucki: AYE.
09:34:31 >> MAYOR RIBBLE?
09:34:32 >>Mayor Ribble: NOW, ITEM 6A.
09:34:34 THE ANNUAL COMPREHENSIVE FINANCIAL REPORT.
09:34:39 STEVE, WOULD YOU INTRODUCE THIS OR IS KEVIN COMING TO THE

09:34:46 PODIUM?
09:34:47 >>Steven Sarkozy: THANK YOU, MAYOR.
09:34:48 AS PART OF COMPLIANCE WITH STATE STATUTES, THE VILLAGE IS
09:34:54 REQUIRED -- ALSO THESE ARE REQUIRED -- ALL CITIES ARE
09:34:57 REQUIRED TO PERFORM A COMPREHENSIVE FINANCIAL REPORT EACH
09:35:02 YEAR.
09:35:03 WE HAVE SECURED TUSCAN AND ASSOCIATES FOR THE LAST SEVERAL
09:35:06 YEARS TO PERFORM THIS.
09:35:08 IT'S WORK THAT IS DONE BY AN OUTSIDE THIRD PARTY THAT IS
09:35:12 TOTALLY INDEPENDENT OF THE VILLAGE FOR OBJECTIVITY AND FACT
09:35:18 FINDING.
09:35:18 I'D LIKE TO TURN THIS OVER TO OUR FINANCE DIRECTOR, KEVIN
09:35:21 GREENVILLE, TO EXPLAIN THE PROCESS FURTHER AND THE OUTCOME
09:35:28 OF THE REPORT.
09:35:29 KEVIN.
09:35:31 >>Kevin Greenville: THANK YOU, STEVE.
09:35:32 GOOD MORNING, MAYOR AND COUNCIL.
09:35:33 SO AT A WORK SESSION AT OUR LAST COUNCIL MEETING ON JUNE
09:35:38 3rd, JEFF TUSCAN, OUR AUDIT PARTNER CAME AND PRESENTED THE
09:35:41 AUDIT.
09:35:42 YOU WERE ALSO GIVEN COPIES OF IT.
09:35:44 WE WERE GOING TO HAVE BOUNDED COPIES FOR YOU TODAY, BUT
THEY
09:35:47 ARE STUCK WITH THE POSTAL SERVICE RIGHT NOW.

09:35:51 HOPEFULLY THEY WILL COME IN TODAY AND WE'LL PUT THOSE IN
09:35:53 YOUR MAILBOXES.

09:35:55 AFTER YOU GUYS ADOPT THE AUDIT TODAY, WE WILL POST IT TO THE
09:36:00 WEBSITE, MAKE IT AVAILABLE TO THE PUBLIC, AND THEN WE WILL
09:36:03 FILE ALL THE REPORTS WE NEED TO WITH THE AUDITOR GENERAL,
09:36:06 WITH THE FEDERAL GOVERNMENT, AND ALSO WITH ALL OUR GRANTS
AS
09:36:09 WELL.
09:36:10 JUST AS A REMINDER, IT WAS AN UNMODIFIED OPINION ON THE
09:36:14 AUDIT, MEANING IT WAS A CLEAN AUDIT.
09:36:16 THERE WERE NO MATERIAL FINDINGS, AND THERE WERE TWO MINOR
09:36:21 COMMENTS THAT THEY HAD.
09:36:22 ONE ABOUT US DOING JOURNAL ENTRIES AFTER THE CLOSE OF THE
09:36:26 AUDIT.
09:36:27 THAT WAS DUE TO OUR SOFTWARE CONVERSION.
09:36:29 AND THEN IN JANUARY '24, WE WERE TWO DAYS LATE WITH OUR ARPA
09:36:34 REPORT.
09:36:35 BUT NO NONCOMPLIANCE OR ANYTHING, BUT THEY DID NOTATE IT, I
09:36:39 THINK BECAUSE IT WAS FEDERAL AWARDS.
09:36:40 SO WITH THAT, I WOULD BE HAPPY TO ANSWER ANY QUESTIONS.
09:36:43 WE DO RECOMMEND THIS FOR APPROVAL TODAY.
09:36:45 >>Mayor Ribble: COUNCIL, ANY COMMENTS?
09:36:47 MADAM CLERK, IS THERE ANY PUBLIC COMMENT?
09:36:51 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENT.
09:36:53 >>Mayor Ribble: ALL RIGHT.
09:36:54 MAY I HAVE A MOTION, PLEASE?
09:36:55 ALL RIGHT, VICE-MAYOR.
09:36:59 AND THE SECOND?

09:37:00 COUNCILMAN WARD.
09:37:01 MADAM CLERK, PLEASE CALL THE ROLL.
09:37:04 >>Jeff Hunt: AYE.
09:37:06 >>Jon McLain: AYE.
09:37:06 >>Lori Fayhee: AYE.
09:37:08 >>Rafael Lopez: AYE.
09:37:09 >>Jim Ward: AYE.
09:37:11 >>Vice-Mayor Zalucki: AYE.
09:37:14 >>Mayor Ribble: AYE.
09:37:19 >>Carol Sacco: MAYOR, ON THE NONPUBLIC COMMENTS, THERE WAS
09:37:23 ONE E-COMMENT YOU GOT YESTERDAY AFTERNOON.
09:37:26 I WANT TO MAKE THAT FOR THE RECORD.
09:37:27 >>Mayor Ribble: YES, MA'AM.
09:37:29 ITEM 6B, DISASTER DEBRIS MONITORING SERVICES, RFP 101225.

09:37:35 DAVID, ARE YOU GOING TO INTRODUCE THIS FOR US?
09:37:49 >>David Willems: GOOD MORNING, MAYOR, VICE-MAYOR, COUNCIL.
09:37:52 THE AGENDA ITEM BEFORE YOU IS TO HIRE A FIRM TO DO DEBRIS
09:37:57 MONITORING IN THE EVENT THAT WE DO HAVE A HURRICANE THIS
09:38:00 YEAR.
09:38:02 WE RECEIVED THREE PROPOSALS FROM VERY WELL QUALIFIED FIRMS.
09:38:08 STAFF SELECTED ROSTAN SOLUTIONS AS THE MOST QUALIFIED FIRM.
09:38:14 ALL THREE OF THEM WOULD HAVE BEEN ABLE TO DO IT.
09:38:17 BUT ROSTAN IS THE FIRM WE USED WITH THE RECOVERY FOR
09:38:20 HURRICANE IAN, AND THEY DID A GREAT JOB FOR US.
09:38:23 THEY WERE VERY RESPONSIVE.

09:38:25 THEY DID A GREAT JOB KIND OF HELPING US LEAD US THROUGH THE
09:38:29 PROCESS BECAUSE AT THAT TIME THAT WAS OUR FIRST REAL
09:38:31 HURRICANE THAT WE HAD TO RESPOND TO.
09:38:33 THEY WERE VERY PROACTIVE, AND THE STAFF IS RECOMMENDING
09:38:38 COUNCIL APPROVE THEM AS OUR DEBRIS MONITORING COMPANY.
09:38:42 THERE WON'T REALLY BE ANY COST INCURRED UNLESS WE DO HAVE A
09:38:45 STORM.
09:38:48 >>Mayor Ribble: ANY COMMENTS FROM THE COUNCIL?
09:38:54 >>Jeff Hunt: IN TERMS OF MANAGEMENT, SO HURRICANE OCCURS,
09:38:57 THEY GO OUT AND SEARCH AND DO THEIR WORK OR DO WE DIRECT
09:39:01 THEM TO DO CERTAIN WORK?
09:39:04 >>David Willems: THEY DON'T REALLY DO THE SEARCH.
09:39:06 WHAT THEY DO IS SO WE HAVE A DEBRIS HAULER THAT WILL ONCE WE
09:39:12 FIGURE OUT WHAT THE EXTENT OF THE DAMAGE IS, WE WILL SEND
09:39:14 THEM OUT TO GO PICK UP DEBRIS AT DIFFERENT LOCATIONS.
09:39:17 WHAT ROSTAN DOES IS THEY DOCUMENT EVERYTHING THAT THE
DEBRIS
09:39:22 HAULER DID SO THAT WE CAN MAKE SURE THAT WE GET REIMBURSED
09:39:26 FOR ALL OF THOSE COSTS.
09:39:27 >>Jeff Hunt: YOU LEAD THEIR EFFORT.
09:39:30 >>David Willems: WE DIRECT THEM, BUT THEY HAVE DONE IT SO
09:39:32 MANY TIMES THAT THE GOOD THING ABOUT ROSTAN IS THEY ARE OUT
09:39:35 THERE DOING IT.
09:39:36 WE'RE NOT OUT THERE DIRECTING THEM THAT THEY NEED TO BE AT
09:39:40 THIS LOCATION.
09:39:41 THEY ARE ACTUALLY WORKING WITH THE DEBRIS HAULER AND THEN

09:39:44 THEY GO OUT THERE TOGETHER.
09:39:46 >>Jeff Hunt: THANK YOU.
09:39:48 >>Mayor Ribble: YES, MR. WARD.
09:39:49 >>Jim Ward: DAVID, DO WE HAVE A SITE THAT WE CAN STORE THE
09:39:52 DEBRIS AS WE DID AFTER IAN?

09:39:56 >>David Willems: WE DO NOT HAVE ONE LOCATED WITHIN THE
09:39:59 VILLAGE.
09:40:00 BUT SIMILAR TO IAN, WE WORK WITH THE COUNTY AND WE USE
09:40:04 WHICHEVER ONE IS THE MOST APPROPRIATE COUNTY SITE FOR DEBRIS
09:40:07 MANAGEMENT.
09:40:07 IT REALLY DEPENDS ON THE SIZE OF THE STORM.
09:40:11 WE DID HAVE SOME IMPACTS LAST YEAR FROM A STORM, BUT IT
09:40:15 WASN'T ENOUGH TO NEED A DEBRIS MANAGEMENT SITE.
09:40:19 IF WE DO, IT WILL LIKELY BE SOMEWHERE IN THE COUNTY.
09:40:22 >>Jim Ward: THANK YOU.
09:40:23 >>Mayor Ribble: ANYTHING ELSE?
09:40:23 MADAM CLERK, DO WE HAVE ANY PUBLIC COMMENT?
09:40:26 >>Carol Sacco: WE HAVE NO PUBLIC COMMENT AND NO E-COMMENTS.
09:40:28 >>Mayor Ribble: ALL RIGHT.
09:40:30 IN THAT CASE, WHO WOULD LIKE TO MAKE THE MOTION?
09:40:32 >> SO MOVED.
09:40:33 >>Mayor Ribble: COUNCILMAN LOPEZ AND SECONDED BY
COUNCILMAN
09:40:37 HUNT.
09:40:38 PLEASE CALL THE ROLL.
09:40:40 >>Jim Ward: AYE.

09:40:42 >>Rafael Lopez: AYE.
09:40:42 >>Lori Fayhee: AYE.
09:40:45 >>Jon McLain: AYE.
09:40:46 >>Jeff Hunt: AYE.
09:40:47 >>Vice-Mayor Zalucki: AYE.
09:40:49 >>Mayor Ribble: AYE.
09:40:50 NEXT ON THE AGENDA, RIVER OAKS PRESERVE CONSTRUCTION
MANAGER
09:40:57 AT RISK CONTRACT.
09:40:59 DAVID.
09:41:04 THANK YOU.
09:41:07 >>David Willems: JUST AS A WAY OF A LITTLE BIT OF
09:41:10 BACKGROUND, THE VILLAGE PURCHASED THIS PROPERTY AT THE END
09:41:13 OF BROADWAY AVENUE EAST.
09:41:15 IT'S ABOUT TEN ACRES FOR $1.2 MILLION.
09:41:19 THE NATIVE PLANT SOCIETY HAS BEEN MANAGING THAT PROPERTY.
09:41:22 THEY HAVE DONE A GREAT JOB REMOVING A LOT OF THE EXOTIC
09:41:27 VEGETATION.
09:41:27 IT'S IN MUCH BETTER SHAPE THAN IT WAS WHEN WE PURCHASED THE
09:41:30 PROPERTY.
09:41:31 LAST LEGISLATIVE SESSION, THE VILLAGE REQUESTED A GRANT FROM
09:41:38 THE STATE TO ACTUALLY IMPROVE THAT PARK.

09:41:40 THAT WAS APPROVED.
09:41:42 IT TOOK SEVERAL MONTHS TO GET THAT GRANT FINALLY SIGNED.
09:41:47 IT'S BEEN SIGNED AND NOW WE'RE WORKING TO DESIGN AND PERMIT
09:41:50 AND THEN BUILD THOSE IMPROVEMENTS.

09:41:52 WE HAVE ABOUT TWO AND A HALF MILLION DOLLARS FOR THE WHOLE
09:41:55 PROJECT.
09:41:55 THAT WILL COVER ALL OF THE PROJECT, DESIGN, PERMITTING, AND
09:42:00 CONSTRUCTION.
09:42:00 WE WOULD LIKE TO WORK WITH CHRIS-TEL CONSTRUCTION.
09:42:04 THEY ARE GOING TO OVERSEE THE ENTIRE PROJECT FROM START TO
09:42:07 FINISH.
09:42:08 AND WHAT YOU HAVE BEFORE YOU IS A CONSTRUCTION MANAGER AT
09:42:11 RISK CONTRACT THAT SIGNS THEM UP BASICALLY TO GO FROM DESIGN
09:42:15 PERMITTING THROUGH CONSTRUCTION, AND THEN THE FIRST PHASE
OF
09:42:19 THE PROJECT, WHICH WILL BE THE PRECONSTRUCTION SERVICES,
09:42:22 WHICH IS THE DESIGN, PERMITTING, AND THEN ACTUALLY BIDDING
09:42:27 AND GETTING US TO A GMP.
09:42:30 THE COST BEFORE YOU IS $346,926 FOR THE PRECONSTRUCTION
09:42:36 SERVICES, AND THEN WE'RE ASKING FOR A CONTINGENCY OF $35,000
09:42:40 IN CASE THINGS COME UP THROUGHOUT THE PROCESS.
09:42:46 JUST REAL HIGH-LEVEL WHAT'S PROPOSED OUT THERE, THERE WILL
09:42:50 BE PATHS.
09:42:52 THERE WILL BE A BRIDGE OVER THE RIVER.
09:42:54 THERE'S ONE THERE RIGHT NOW BUT IT'S REALLY NOT SAFE BECAUSE
09:42:57 THE RIVER SPLITS THE PROPERTY.
09:42:58 THERE WILL BE RESTROOM FACILITIES PROPOSED, STORAGE, AND
09:43:03 THEN WE'RE GOING TO BE WORKING WITH THE NATIVE PLANT SOCIETY
09:43:06 VERY CLOSELY TO MAKE SURE THAT WE'RE ABLE TO PROVIDE THE
09:43:08 THINGS THAT THEY NEED TO BE MORE SUCCESSFUL OUT THERE.

09:43:11 THEY HAVE DONE A REALLY GOOD JOB KIND OF ALMOST ON A
09:43:14 SHOE-STRING BUDGET.
09:43:15 I MEAN, THEY MAKE DO WITH WHAT THEY HAVE OUT THERE, BUT
09:43:19 WE'RE HOPING TO MAKE THIS WORK FOR THEM AND THE PUBLIC AS
09:43:21 WELL.
09:43:22 IT WILL EXTEND WATER AND SEWER TO THE PROPERTY AND
09:43:26 POTENTIALLY RECLAIMED WATER, IF THAT'S FEASIBLE.
09:43:30 I CAN ANSWER ANY QUESTIONS.
09:43:32 >>Mayor Ribble: ARE THERE ANY QUESTIONS?
09:43:33 >>Jeff Hunt: IS THERE A CONTRACT THAT REQUIRES SEVERABILITY
09:43:37 WITH -- ASSOCIATION AND WE ARE COLLABORATING, YOU JUST
09:43:41 MENTIONED, WITH THEM THROUGHOUT THE DESIGN PROCESS?

09:43:45 FOLKS THAT ARE RUNNING IT NOW, DO WE CONTINUE TO WORK WITH
09:43:49 THEM --
09:43:51 >>David Willems: YES, ABSOLUTELY.
09:43:52 THE WHOLE IDEA IS THE NATIVE PLANT SOCIETY IS OUT THERE
09:43:56 RIGHT NOW.
09:43:56 THEY HAVE DONE A GREAT JOB MANAGING THE PROPERTY.
09:44:00 BUT THE HOPE IS THE IMPROVEMENTS THAT WE'RE ABLE TO DO WITH
09:44:02 THIS GRANT IS GOING TO LET THEM DO AN EVEN BETTER JOB OUT
09:44:06 THERE AND THEN ALSO OPEN THE PROPERTY UP TO THE PUBLIC.
09:44:09 >>Jeff Hunt: SO WE CONTINUE TO WORK WITH -- [INAUDIBLE]
09:44:11 >>David Willems: YES, ABSOLUTELY.
09:44:15 >>Mayor Ribble: VICE-MAYOR.
09:44:15 >>Vice-Mayor Zalucki: DAVID, IS THE CMAR COST REIMBURSABLE

09:44:23 FROM THE $2.5 MILLION GRANT?
09:44:25 >>David Willems: THAT'S PART OF THE GRANT.
09:44:26 >>Vice-Mayor Zalucki: THAT'S PART OF THE GRANT.
09:44:26 SO I NOTICED IN THE BUDGET FOR '24-25, THERE WAS
09:44:29 $2.9 MILLION BUDGETED.
09:44:31 WE HAVE $2.5 MILLION WORTH OF GRANTS.
09:44:33 WHAT'S GOING ON WITH THE DELTA?
09:44:35 DO WE NEED TO PONY UP OR PULL BACK THAT 400,000?
09:44:39 >>David Willems: WELL, THE 400,000 WAS JUST A PLACE HOLDER
09:44:43 IN CASE THE PROJECT WAS MORE EXPENSIVE THAN 2.5.
09:44:46 WE'LL TRY TO KEEP IT AT THE 2.5.
09:44:48 IT IS JUST A PLACE HOLDER IS ALL THAT WAS.
09:44:51 >>Vice-Mayor Zalucki: VERY GOOD.
09:44:52 THANK YOU.
09:44:52 >>Mayor Ribble: COUNCILMAN McLAIN.
09:44:53 >>Jon McLain: DAVID, I LIKE THE SCHEMATIC THAT YOU PUT IN
09:44:56 HERE.
09:44:57 I GUESS THAT'S JUST A TEMPORARY, PRELIMINARY.
09:45:00 BECAUSE WHEN I LOOK AT THE TIMETABLE, WHICH I THINK IS
09:45:03 PRETTY LONG, YOU'RE LOOKING AT A CONCEPT FOR AUGUST 25.
09:45:11 DON'T WE ALREADY HAVE THE CONCEPT IN PLACE?
09:45:13 >>David Willems: THAT WAS A CONCEPT THAT WAS DONE PREVIOUSLY
09:45:17 IN COORDINATION WITH THE NATIVE PLANT SOCIETY, THAT CONCEPT
09:45:19 DOESN'T EXACTLY WORK FOR WHAT THEIR NEEDS ARE.
09:45:21 SO THAT WILL BE A STARTING POINT, BUT PART OF THE -- THIS

09:45:26 PROJECT THAT CHRIS-TEL IS HELPING US WITH IS TO KIND OF PUSH
09:45:30 THAT TO THE NEXT STEP.
09:45:31 THAT IS AN IDEA.
09:45:33 THE TRAILS WILL PROBABLY BE SIMILAR.

09:45:35 IT SHOWS APPROXIMATELY WHERE THE BRIDGE IS GOING.
09:45:39 SUBSEQUENT TO THAT, THE FLOOD MAPS HAVE CHANGED, SO OUR
09:45:43 ABILITY TO PLACE THINGS DIFFERENTLY ON THE PROPERTY WILL BE
09:45:46 TAKEN INTO ACCOUNT WITH THIS.
09:45:49 >>Jon McLain: IT'S STILL GOING TO TAKE TILL MAY OR JULY OF
09:45:56 '26.
09:45:56 IS THERE ANY WAY WE CAN IMPROVE THE TIMETABLE?
09:45:59 IT LOOKS LIKE WE CAN MAKE ADJUSTMENTS.
09:46:04 >>David Willems: THE CONCEPT IS NOT THE THING THAT TAKES A
09:46:07 LOT OF TIME.
09:46:07 IT IS THE CONSTRUCTION PLANS FOR THE BUILDINGS.
09:46:09 THIS ISN'T JUST SITE WORK.
09:46:10 THERE ARE BUILDINGS THAT ARE GOING TO BE BUILT.
09:46:12 AND THEN THERE IS A LOT OF PERMITTING.
09:46:14 ANYTIME THAT YOU CROSS THE RIVER WITH A STRUCTURE, THE
09:46:19 PERMITTING AGENCIES ARE GOING TO LOOK AT THAT VERY CLOSELY.
09:46:23 >>Jon McLain: I'VE GOT A COUPLE OF QUESTIONS ABOUT THE
09:46:26 CONCEPT YOU'VE GOT HERE.
09:46:28 WHAT KIND OF SURFACE ARE THE TRAILS DESIGNATED TO HAVE AT
09:46:30 THIS POINT?
09:46:31 >>David Willems: THE IDEA WOULD BE THAT THEY WOULD PROBABLY

09:46:34 BE NATURAL OF SOME SORT, SIMILAR TO THE RIVER PARK THAT
09:46:39 WOULD BE DIRT OR MULCH.
09:46:41 >>Jon McLain: MATCH WHAT WE'RE DOING IN RIVER PARK.
09:46:43 >>David Willems: THAT CAN ALL BE CHANGED AS WE GO THROUGH
09:46:45 THE DESIGN.
09:46:48 >>Jon McLain: THEN THERE IS A BUILDING PUT IN THERE.
09:46:51 WHAT IS THE PURPOSE OF THE BUILDING SHELTER ITSELF?
09:46:54 >>David Willems: THE CONCEPT THERE SHOWS ONE BUILDING.
09:46:58 IT WILL LIKELY IN TALKING WITH THE NATIVE PLANTS SOCIETY, IT
09:47:01 MIGHT BE MORE USEFUL TO SPLIT IT INTO A COUPLE OF BUILDINGS.
09:47:04 WE'RE KIND OF STILL WORKING THROUGH THAT PART OF IT.
09:47:06 WHAT WE EXPECT IS RESTROOM FACILITIES.
09:47:10 SOME SORT OF AIR CONDITIONED, KIND OF MEETING, CLASSROOM,
09:47:14 STORAGE AREA.
09:47:15 AND THEN A COUPLE OF LARGE GARAGES SO THAT THE NATIVE PLANT
09:47:18 SOCIETY AND THE VILLAGE CAN STORE WHATEVER EQUIPMENT WE
NEED
09:47:21 TO OPERATE AND MAINTAIN THE PROPERTY.
09:47:23 AND THEN A COUPLE OF LIKE SATELLITE STORAGE SHEDS.
09:47:27 IT WILL BE NICER THAN A SHED, BUT THROUGHOUT SO THAT YOU CAN
09:47:30 PUT TOOLS WHERE THEY NEED TO BE SO THEY ARE A LOT EASIER TO
09:47:33 ACCESS.

09:47:35 >>Jon McLain: I'M IN FULL AGREEMENT THAT WE HAVE A MEETING
09:47:36 ROOM WHERE WE CAN EDUCATE PEOPLE AS TO NATIVE PLANTS AND
ALL
09:47:40 THAT GOOD STUFF.
09:47:41 I DON'T KNOW HOW BIG THAT HAS TO BE.

09:47:44 20 OR 25 PEOPLE MAYBE WOULD BE AN AVERAGE NUMBER.
09:47:49 SIMILAR TO WHAT GEORGE HAS SAID, WE HAVE $2.5 MILLION.
09:47:53 WHATEVER CONCEPT WE COME UP WITH, I'D LIKE TO MAKE SURE THAT
09:47:56 WE'RE STAYING WITHIN BUDGET SO COUNCIL WILL HAVE ANOTHER
09:48:01 CHANCE UPON THE CONCEPT BEING FINALIZED WHAT THOSE COSTS
09:48:05 ARE, MAYBE WE CAN TAKE A LOOK AT, ARE WE WILLING TO SPEND
09:48:09 MORE THAN THE ALLOCATED $2.5 MILLION?
09:48:11 MY THOUGHT IS WITH $2.5 MILLION, TEN ACRES, WE SHOULD BE
09:48:15 ABLE TO STAY WITHIN BUDGET.
09:48:18 AS YOU KNOW WELL, OUR CAPITAL PLAN IS MONSTROUS AND EVERY
09:48:22 HUNDRED THOUSAND DOLLARS IS A BIG DEAL IN THERE.
09:48:25 AS YOU COME UP WITH THOSE CONCEPTS, BE AWARE OF THE COSTS,
09:48:29 AT LEAST FROM MY STANDPOINT, STAY WITHIN BUDGET.
09:48:33 >>David Willems: THAT'S I THINK PART OF THE REASON THAT WE
09:48:34 WANTED TO GO WITH THE CONSTRUCTION MANAGER AT RISK IS THAT
09:48:37 WE HAVE THE PEOPLE UNDER CONTRACT RIGHT NOW THAT ARE GOING
09:48:41 TO BUILD IT, SO IT SHOULD HELP US GET THOSE COSTS A LITTLE
09:48:44 BIT MORE ACCURATE THAN WE MAY OTHERWISE.
09:48:47 >>Jon McLain: THANK YOU.
09:48:49 >>Mayor Ribble: COUNCILMAN WARD.
09:48:50 >>Jim Ward: DAVID MY RECOLLECTION WHEN WE PURCHASED THIS
09:48:52 PROPERTY WAS IT WOULD BECOME PART OF OUR STORMWATER
09:48:55 MANAGEMENT SYSTEM, PARTICULARLY I THINK ON THE SOUTH BRANCH
09:48:59 OF THE ESTERO RIVER.
09:49:01 DOES THIS PROJECT IMPACT THAT AT ALL?

09:49:03 >>David Willems: SO WHAT -- WHAT THE VILLAGE PURCHASING THE
09:49:08 PROPERTY DOES IS ALLOWS TO US BASICALLY LEAVE IT AS IT IS.
09:49:12 FROM THAT STANDPOINT, IT WILL HELP STORMWATER.
09:49:14 BECAUSE IF IT WERE TO DEVELOP, THERE WOULD BE NOWHERE FOR
09:49:16 THE STORMWATER, THE OVERFLOW FROM THE RIVER TO STORE,
09:49:21 LEAVING IT PRESERVE ALLOW --
09:49:25 >>Jim Ward: AS I RECALL, THAT WAS THE SECOND PART OF THE
09:49:28 RATIONALE WAS TAKE IT OFF THE DEVELOPMENT ROLL.
09:49:32 >>David Willems: YES.
09:49:32 >>Jim Ward: THANK YOU.
09:49:33 >>Mayor Ribble: ANYTHING ELSE?
09:49:34 THANK YOU, DAVID.

09:49:36 IS THERE ANY PUBLIC COMMENT?
09:49:38 >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO E-COMMENTS.
09:49:41 >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION, PLEASE?
09:49:44 COUNCILMAN HUNT.
09:49:46 SECOND BY COUNCILMAN WARD.
09:49:47 PLEASE CALL THE ROLL.
09:49:51 >>Jeff Hunt: AYE.
09:49:51 >>Jon McLain: AYE.
09:49:53 >>Lori Fayhee: AYE.
09:49:54 >>Rafael Lopez: AYE.
09:49:56 >>Jim Ward: AYE.
09:49:57 >>Vice-Mayor Zalucki: AYE.
09:49:59 >>Mayor Ribble: AYE.

09:50:00 THE NEXT ITEM, KEMPER SPORTS MANAGEMENT, LLC.
09:50:07 I BELIEVE, STEVE, YOU WILL INTRODUCE THIS?
09:50:11 >>Steven Sarkozy: I WILL.
09:50:13 THIS PROPOSED CONTRACT IS TO PROVIDE FOR COORDINATION AND
09:50:19 MANAGEMENT SERVICES OF THE SPORTS AND ENTERTAINMENT
COMPLEX
09:50:24 ON A SHORT-TERM BASIS UNTIL THE END OF THE YEAR.
09:50:27 THE SERVICES TO BE PERFORMED WOULD BE TO COORDINATE THE USE
09:50:32 OF THE FIELDS BY THE HIGH SCHOOL AND OTHER GROUPS THAT HAVE
09:50:40 RIGHTS TO THE FIELD AT THE SAME TIME THAT WE'RE DOING
09:50:43 CONSTRUCTION ON CERTAIN PARTS OF THE PROJECT.
09:50:48 I'LL TURN IT OVER TO MICHAEL COMPARATO TO TALK ABOUT THE
09:50:55 TERMS OF THE AGREEMENT AND HOW THIS MIGHT WORK.
09:50:57 MICHAEL.
09:51:00 >>Michael Comparato: THANK YOU, STEVE.
09:51:02 MAYOR, VICE-MAYOR, COUNCIL, GOOD MORNING.
09:51:04 I APOLOGIZE FOR BEING VIRTUAL AND NOT THERE IN PERSON.
09:51:08 TRENTON IS THERE IN THE ROOM AND HOPEFULLY AT THE PODIUM
09:51:11 WITH YOU AS WELL AS VILLAGE ATTORNEY TO ANSWER ANY DIRECT
09:51:16 QUESTIONS AS WELL.
09:51:18 AS ADDITIONAL BACKGROUND TO STEVE'S POINT, THE TERMS OF THIS
09:51:22 AGREEMENT ARE BASICALLY, I WOULD SAY GENERALIZED THREEFOLD.
09:51:27 AS YOU CAN WELL IMAGINE, WE HAVE A LOT OF DYNAMICS GOING ON
09:51:34 AT THE VILLAGE CENTER AND ON SPECIFICALLY THE ENTERTAINMENT
09:51:37 AND SPORTS PARK CAMPUS OVER THE NEXT YEAR OR TWO.
09:51:40 WE'VE GOT A NUMBER OF AGREEMENTS THAT WE NEED TO FULFILL.

09:51:44 WE HAVE A NUMBER OF HIGH SCHOOL ATHLETES, STUDENT ATHLETES
09:51:47 THAT HAVE TO BE PROVIDED AREAS TO PRACTICE AND COMPETE.

09:51:53 WHILE WE ARE UNDER CONSTRUCTION WITH A SIGNIFICANT AMOUNT OF
09:51:57 IMPROVEMENTS TO THAT SITE.
09:52:01 SO OVER THE NEXT SEVERAL MONTHS TO YEARS, WE HAVE A LOT OF
09:52:07 DYNAMICS AND A LOT OF RESPONSIBILITY TO MAKE SURE THAT
09:52:11 LOGISTICS, SAFETY, AND ENJOYMENT AT THE SAME TIME CAN BE
09:52:18 MAINTAINED AND PROPERLY PROVIDED.
09:52:22 IT WAS ELECTED AFTER DISCUSSION THAT WE WOULD WAIT UNTIL WE
09:52:25 WERE MUCH FURTHER DOWN THE ROAD TO HAVE A LONGER TERM,
09:52:30 FORMAL OPERATOR IN PLACE TO OPERATE ACTIVITIES AS PLANNED.
09:52:35 AND IN THE MEANTIME, AS STEVE ALLUDED TO, PROVIDE US SERVICE
09:52:40 TO MAINTAIN THE CAMPUS, HONOR THE AGREEMENTS, AND MAKE SURE
09:52:44 THAT FACILITIES WERE ADEQUATELY MAINTAINED AND WHEN NEEDED
09:52:50 FOR THE VARIOUS DIFFERENT CONTRACTUAL OBLIGATIONS, WHETHER
09:52:53 IT BE A FOOTBALL GAME OR A YOUTH GROUP USING LONG FIELDS OR
09:52:58 BASEBALL OR SOFTBALL DIAMONDS THAT, IN FACT, THEY WERE
09:53:00 UNLOCKED, THEY WERE MAINTAINED.
09:53:02 THE TRASH CANS WERE CLEANED.
09:53:04 THE GRASS WAS CUT, ET CETERA.
09:53:06 WHAT THIS CONTRACT DOES TO STEVE'S POINT IT PROVIDES US AN
09:53:09 INTERIM SOLUTION WITH PROFESSIONALS IN THAT SPACE TO
09:53:14 MAINTAIN.
09:53:15 THEY WILL TAKE DIRECTION FROM US AS AN EXTENSION OF STAFF IN
09:53:18 OUR ROLE TO OVERSEE KEMPER SPORTS BY THIS PROPOSAL.

09:53:22 AND THAT ALLOWS US TIME TO, AS THE CAMPUS EVOLVES, TO LOOK
09:53:27 AT A LONGER TERM, BROADER AND MORE DETAILED OPERATING
09:53:31 SOLUTION IN THE FUTURE.
09:53:38 >>Mayor Ribble: ANY QUESTIONS?
09:53:39 COUNCILMAN HUNT.
09:53:41 >>Jeff Hunt: I MIGHT HAVE MISSED THIS.
09:53:43 STEVE, WHEN YOU STARTED, YOU MENTIONED AN AGREEMENT THAT
09:53:45 WOULD BE THROUGH THE END OF THE YEAR.
09:53:47 I'M READING IT IS A ONE-YEAR AGREEMENT WITH RENEWAL.
09:53:51 >>Steven Sarkozy: WE'RE PLANNING ON COMING BACK AS SOON AS
09:53:54 POSSIBLE TO FORGE A LONGER TERM RELATIONSHIP ONCE WE HAVE A
09:54:02 BETTER IDEA OF THE STAGING OF THE NEW CAPITAL IMPROVEMENTS,
09:54:05 WHICH, OF COURSE, SUFFOLK CONSTRUCTION IS WORKING ON RIGHT
09:54:09 NOW.
09:54:09 AND IT WILL BE THE SUBJECT OF COUNCIL REVIEW IN THE FALL
09:54:14 WHEN YOU RETURN FROM SUMMER BREAK.
09:54:17 >>Jeff Hunt: I APPRECIATE THAT.
09:54:18 THE OTHER QUESTION I HAVE IS RELATED TO THE TERM.
09:54:20 IT ENDS PRIOR TO THE START OF THE SPORTS COMPLEX, I SHOULD

09:54:24 SAY THE HIGH 5.
09:54:26 KIND OF ODD TO HAVE A CONTRACT WITH THE VENDOR THAT'S
09:54:29 PROVIDING THE SERVICES FOR MAINTENANCE AND THEN YOU'RE
GOING
09:54:32 TO CHANGE IT MIDSTREAM JUST BEFORE THE START OF THE
09:54:36 OPERATION.
09:54:38 IF THIS IS I GUESS AN ONGOING THING, I UNDERSTAND.

09:54:41 >>Mayor Ribble: VICE-MAYOR.
09:54:43 >>Vice-Mayor Zalucki: MICHAEL OR STEVE, I'M IN FAVOR OF THIS
09:54:46 AGREEMENT.
09:54:47 MY ONLY QUESTION IS, IT LOOKS LIKE WE'RE GOING RETROACTIVE
09:54:51 TO LAST MONTH TO MAY 1st IN PAYING ABOUT $18,000 A MONTH.
09:54:56 WHAT I'M TRYING TO RECONCILE IN MY MIND, AS COUNCILMAN HUNT
09:55:03 JUST ARTICULATED, WE'RE NOT GOING TO HAVE THE SPORTS COMPLEX
09:55:06 COMPLETE AND READY FOR PEOPLE TO UTILIZE EXCEPT FOR
09:55:11 CURRENTLY THE FOOTBALL FIELD THAT I BELIEVE LEE COUNTY
09:55:15 SCHOOLS AND THE HIGH SCHOOL MANAGES, RIGHT, RIGHT NOW.
09:55:18 SO I'M TRYING TO WRAP MY HEAD AROUND THE $18,000 A MONTH
09:55:21 STARTING LAST MONTH UP UNTIL WE ACTUALLY OPEN UP THE FIELDS
09:55:26 A YEAR FROM NOW.
09:55:27 IF YOU CAN JUST KIND OF HELP TALK ME THROUGH THAT.
09:55:35 >>Steven Sarkozy: GO AHEAD, MICHAEL.
09:55:36 >>Michael Comparato: OKAY.
09:55:37 THANK YOU, STEVE.
09:55:38 YES, VICE-MAYOR.
09:55:41 I UNDERSTAND THE QUESTION.
09:55:43 TO CLARIFY, THE EVENT CALENDAR, I WISH IT WAS JUST THE
09:55:47 FOOTBALL STADIUM FOR FOOTBALL GAMES.
09:55:49 THE EVENT CALENDAR IS QUITE MORE POPULATED THAN THAT UNDER
09:55:54 ALL OF OUR AGREEMENTS, THERE ARE A NUMBER OF EVENTS ON A
09:55:59 NUMBER OF DIFFERENT FACILITIES.
09:56:00 IF YOU RECALL, THE AGREEMENT WE HAD WITH THE COUNTY AND WITH

09:56:03 THE SCHOOL DISTRICT, WE ARE REQUIRED TO HAVE AT LEAST THREE
09:56:07 LONG FIELDS ACTIVE THROUGH THE ENTIRE COURSE OF
09:56:10 CONSTRUCTION, THROUGH THE ENTIRE SPORTS PARK, THAT REQUIRES
09:56:13 THE STADIUM PLUS TWO OTHER LONG FIELDS TO BE ACTIVATED AND
09:56:17 AVAILABLE FOR ALL THE VARIOUS DIFFERENT ORGANIZATIONS TO BE
09:56:20 ABLE TO ACCESS IT.
09:56:21 THE SAME THING WITH BASEBALL AND SOFTBALL DIAMONDS AS WELL.
09:56:24 THE HIGH SCHOOL IS RESPONSIBLE AS SOMEWHAT OF A CONTENT
09:56:33 PROVIDER TO OPERATE THE GAME, BUT IT'S OUR RESPONSIBILITY AS
09:56:37 A VILLAGE TO MAKE SURE THAT THAT VENUE IS UNLOCKED OR

09:56:42 LOCKED, IS MAINTAINED, PREPARED, LIGHTS ARE ON, TRASH CANS
09:56:47 ARE AVAILABLE AND/OR CLEANED AFTER THE GAME.
09:56:50 SO WHILE THE SCHOOL OPERATES THE ACTUAL GAME ITSELF, IT'S
09:56:54 THE VILLAGE'S RESPONSIBILITY TO MAINTAIN THOSE ASSETS PRIOR
09:56:59 TO, DURING, AND AFTER THOSE EVENTS ARE COMPLETED.
09:57:03 I WOULD BE HAPPY -- WE WOULD BE HAPPY TO SHARE WITH YOU WHAT
09:57:06 THAT EVENT CALENDAR LOOKS LIKE, BUT IT IS A VERY DYNAMIC AND
09:57:09 VERY ACTIVE CAMPUS, DAY BY DAY, WEEK BY WEEK.
09:57:17 >>Vice-Mayor Zalucki: THANK YOU.
09:57:18 I WOULD LIKE TO SEE THAT.
09:57:19 IT DOESN'T LOOK LIKE WE BEEF UP THE PERSONNEL WITH THIS
09:57:23 AGENCY AS WE BECOME FULLY SCALED AT THE SPORTS PARK.
09:57:27 IT LOOKS LIKE WHAT IT IS IS WHAT IT IS.
09:57:29 RIGHT NOW YOU HAVE ONE FULL-TIME MANAGER AND ONE PART-TIME
09:57:32 ASSISTANT.

09:57:33 IT JUST SEEMS TO ME THAT THERE SHOULD BE SOME DISCOUNT IN
09:57:36 THERE WHEN WE'RE NOT FULLY OPERATIONAL.
09:57:40 BECAUSE A YEAR FROM NOW, THEY'LL PROBABLY HAVE FOUR TIMES AS
09:57:42 MUCH WORK.
09:57:43 I WANT TO FEEL COMFORTABLE IN THAT YOU DISCUSS THAT WITH
09:57:47 THEM AND SEE WHERE THIS IS GOING TO GO.
09:57:50 I WOULD LIKE SOME MORE DETAILS ON THE SCHEDULING.
09:57:53 AT SOME POINT.
09:57:54 >>Michael Comparato: HAPPY TO GO THROUGH THE SCHEDULE WITH
09:57:56 YOU AT YOUR CONVENIENCE.
09:58:00 AND WALK THROUGH THE CALENDAR WITH YOU.
09:58:03 I THINK IT'S FAIR TO SAY WE HAVE WILL SPENCE FROM KEMPER ON
09:58:07 THE PHONE WITH US.
09:58:08 TRENTON IS THERE.
09:58:09 WE TALKED ABOUT THE ACTIVITY IN GREAT DETAIL GOING THROUGH
09:58:12 THIS.
09:58:13 I THINK GIVEN OUR APPROACH TO THE CAMPUS, WITH ALL DUE
09:58:16 RESPECT, WE'VE GOT QUITE A BIT OF INTEREST FROM RESIDENTS
09:58:20 AND ALL STAKEHOLDERS WHO WOULD LOVE TO HAVE ACCESS TO THE
09:58:24 CAMPUS.
09:58:26 LITERALLY, AS THE CLERK COULD ATTEST, A WEEK DOESN'T GO BY
09:58:31 WHERE WE GET AT LEAST ONE, IF NOT NUMEROUS REQUESTS TO
09:58:35 ACCESS ANY OF THE FIELDS FOR USE.
09:58:36 OUR POSITION HAS BEEN VERY CONSISTENT IN THAT WE JUST CAN'T
09:58:43 AT THIS POINT IN TIME INCREASE THE CALENDAR ACTIVITY GIVEN

09:58:50 THE AMOUNT OF CONSTRUCTION ACTIVITY TO KEEP EVERYBODY SAFE
09:58:53 AND LOGISTICALLY CORRECT DURING CONSTRUCTION.

09:58:56 I THINK IT'S FAIR TO SAY THAT WE FULLY EXPECT THE ACTIVITY
09:59:01 AND THE OPERATION OF THE CAMPUS TO REMAIN VERY STATIC
09:59:05 THROUGH THE COURSE OF CONSTRUCTION AND NOT SEE ANY -- I
09:59:10 WOULD SAY NOT EVEN SIGNIFICANT, BUT OUR GOAL WOULD BE TO
09:59:13 MINIMIZE ANY ADDITIONAL ACTIVITY OTHER THAN WHAT WE
09:59:17 ABSOLUTELY HAVE TO DO UNTIL WE ARE WELL THROUGH THE
09:59:19 CONSTRUCTION CYCLE AT LEAST A YEAR, IF NOT TWO YEARS DOWN
09:59:22 THE ROAD BEFORE WE EXPAND ANY OPERATIONAL ACTIVITY ON-SITE.
09:59:29 >>Vice-Mayor Zalucki: INTUITIVELY, I WOULD THINK WE WOULD BE
09:59:31 DISCOUNTED FOR THAT PERIOD OF TIME.
09:59:33 >>Michael Comparato: I THINK WHAT YOU WOULD HEAR FROM OUR
09:59:35 TEAM IS WE ARE RECOMMENDING THAT THIS IS THE LEVEL OF
09:59:39 STAFFING THAT WOULD BE REQUIRED AT THE PRESENT CONDITION,
09:59:42 NOT AT A FUTURE CONDITION.
09:59:44 >>Vice-Mayor Zalucki: SO THERE IS A CHANCE COST WILL
09:59:47 INCREASE AND STAFF WILL INCREASE?
09:59:49 >>Michael Comparato: ONLY WHEN WE GET TO THE NEXT LEVEL OF
09:59:51 CONTRACT WHEN WE ADD ADDITIONAL OPERATIONS.
09:59:54 >>Vice-Mayor Zalucki: AFTER THIS CONTRACT EXPIRES.
09:59:56 >>Michael Comparato: CORRECT.
09:59:59 >>Vice-Mayor Zalucki: THANK YOU.
10:00:03 >>Jon McLain: DID WE GO OUT TO BID FOR ANYBODY ELSE?
10:00:05 I THINK YOU JUST STATED THIS CURRENT CONTRACT, WHICH IS 17,

10:00:09 18 THOUSAND DOLLARS A MONTH, IS GOING TO GO UP ONCE WE GET
10:00:14 EVERYTHING FULLY IMPLEMENTED.
10:00:15 BECAUSE NOW WE HAVE ABOUT 56 ACRES THAT ARE GOING TO BE
10:00:20 UNDER MANAGEMENT.
10:00:21 WE'LL HAVE THE ENTERTAINMENT AREA, ANOTHER 45 ACRES.
10:00:26 I'M CONCERNED ABOUT THAT COST BEING NOW $30,000 A MONTH.
10:00:35 IT JUST SEEMS LIKE, HAVE WE DONE OUR DUE DILIGENCE TO MAKE
10:00:38 SURE THAT WE HAVE -- I DON'T KNOW WHAT THEIR EXPERIENCE
10:00:41 ACTUALLY IS MANAGING THIS KIND OF SITUATION.
10:00:44 ARE THERE OTHER PEOPLE THAT COULD DO THIS?
10:00:46 AND WOULD IT BE WORTHWHILE LOOKING AT A STAGED APPROACH TO
10:00:50 THIS?
10:00:50 THE OTHER CONCERN I HAVE IS WHAT ACTIVITY DO THEY REALLY DO
10:00:55 IN THE MONTHS OF MAY AND JUNE?
10:00:57 WE'RE LOOKING AT A RETROGRADE OF TWO MONTHS, AND I'M TRYING
10:01:00 TO THINK WHAT KIND OF ACTIVITY WERE THEY REALLY DOING?
10:01:03 TWO PEOPLE FULLY ENGAGED MANAGING THIS PLACE WHEN SCHOOL
IS
10:01:09 PRETTY MUCH OUT.
10:01:10 I'M CONCERNED ABOUT GOING BACK TO MAY.

10:01:12 AND I'M ALSO CONCERNED ABOUT THE COST GOING FORWARD.
10:01:15 SO IF YOU CAN HELP ME OUT, UNDERSTAND IT IN ADDITION TO
10:01:18 SHOULD WE HAVE NOT MAYBE GONE OUT TO BID TO SEE WHAT OTHER
10:01:22 CAPABILITIES OF MANAGEMENT OF THIS CONCEPT MIGHT BE.
10:01:27 >>Michael Comparato: I THINK IT IS A GREAT QUESTION,
10:01:29 COUNCILMEMBER McLAIN.

10:01:30 FIRST OF ALL, IF YOU RECALL, WE DID PUT OUT AN RFQ FOR
10:01:36 SPORTS PARK OPERATOR.
10:01:37 KEMPER WAS ONE OF THREE DIFFERENT ORGANIZATIONS THAT
10:01:40 SUBMITTED.
10:01:41 WE REVIEWED ALL OF THOSE IN CONTEXT, AND COLLECTIVELY THE
10:01:46 DECISION WAS MADE THAT WE REALLY DIDN'T NEED THE FULL EXTENT
10:01:49 OF OPERATIONS THAT ALL THREE PROPOSERS PROVIDED TO US.
10:01:54 WE DID, OBVIOUSLY, LOOK AT ALL OF THEIR QUALIFICATIONS,
10:01:57 HOWEVER.
10:01:59 ALL OF THEM VERY, VERY QUALIFIED.
10:02:00 BUT THE DECISION WAS MADE THAT IN THIS INTERIM POSITION FOR
10:02:05 THIS SHORT-TERM PERIOD WE DIDN'T NEED NOR WANT TO SPEND OR
10:02:12 INVEST THAT AMOUNT OF MONEY IN THAT DIRECTION WHILE WE HAD
10:02:14 ALL THE CONSTRUCTION ACTIVITY TO OCCUR.
10:02:16 SO THE DECISION WAS MADE TO GO TO A PURE MAINTENANCE AND
10:02:19 SERVICES AGREEMENT, NOT TO A FULL OPERATION AT THIS POINT,
10:02:23 REDUCE THE COSTS TO MINIMIZE THE AMOUNT OF ACTIVITY TO THE
10:02:28 EVENT CALENDAR THAT WE FELT COMFORTABLE WITH OCCURRING
10:02:31 SIMULTANEOUS WITH CONSTRUCTION AT THE SAME TIME.
10:02:34 AND AT THE SAME TIME ASK THAT OPERATOR AND MANAGER WITH
10:02:40 THEIR EXPERTISE, ALSO TO PROVIDE US INPUT AND INSIGHT AS WE
10:02:45 DESIGN THE SPORTS PARK CAMPUS AS AN OPERATOR.
10:02:48 AND I THINK WHAT YOU SEE IN THE SCOPE OF SERVICES HERE IN
10:02:50 ADDITION TO THE DAY-TO-DAY WORK THAT THEY ARE DOING TO
10:02:53 MAINTAIN THE SITE, TO CUT THE GRASS, TO KEEP THE FIELDS IN

10:02:58 GOOD CONDITION AND TO DO REPAIRS AND MAINTENANCE AND MAKE
10:03:03 SURE VARIOUS DIFFERENT FIELDS AND DIAMONDS ARE AVAILABLE
10:03:08 PRIOR TO THE GAME, DURING THE GAME AND POST GAME.
10:03:11 IN ADDITION TO ALL OF THAT, I FORGET HOW IT IS SPECIFICALLY
10:03:15 REFERENCED NOW IN THE AGREEMENT, BUT THEY ARE ALSO
PROVIDING
10:03:17 US PRECONSTRUCTION, PREDESIGN PROGRAMMING INPUT TO THE
10:03:22 ARCHITECTS, ENGINEERS, AND OUR CMARS ON THE SPORTS PARK
10:03:27 CAMPUS TO MAKE SURE WHAT WE ARE DESIGNING AND BUILDING IS,
10:03:29 IN FACT, APPROPRIATE FROM AN OPERATOR'S PERSPECTIVE.
10:03:33 THE ANTICIPATION BEING, TO YOUR POINT, WHEN WE DO GET TO

10:03:36 THAT LEVEL, THE PLAN IS TO GO BACK OUT WITH A LONGER TERM
10:03:42 AND EFFECTIVELY REBID OR REVISIT A SOLICITATION, AGAIN, WHEN
10:03:48 THE SPORTS PARK IS READY TO BE OPERATED AT THAT BIGGER LEVEL
10:03:51 AT THE NEXT STAGE.
10:03:53 >>Jon McLain: WOULD WE NOT -- OUR ENTERTAINMENT UNIT, WOULD
10:03:56 WE NOT HAVE THAT COVERED BY THE TENANTS?
10:04:01 HIGH 5 WOULD BE PAYING SOME OF THE SERVICE COST TO MAINTAIN
10:04:04 THE GRASS, SPRINKLERS AND ALL THAT KIND OF GOOD STUFF?
10:04:07 OR WE HAVE TO ABSORB THAT COST?
10:04:12 >>Robert Eschenfelder: THE ISSUE THERE, WHILE WE LOOK AT IT
10:04:14 AS ONE UNIFIED PARCEL, THE VILLAGE IS REALLY TREATING IT AS
10:04:18 THE SPORTS PARK AND THE ENTERTAINMENT COMPLEX.
10:04:20 THE ENTERTAINMENT COMPLEX, AS YOU RECALL, HAS A COMMON AREA
10:04:25 MAINTENANCE AGREEMENT THAT ALL OF THOSE FOLKS THAT ARE GOING
10:04:27 TO COME IN AND OPERATE THEIR BUSINESSES, STARTING WITH HIGH

10:04:31 5, PROBABLY THE DRIVING RANGE, THEY ARE ALL GOING TO
10:04:34 CONTRIBUTE TO THAT.
10:04:36 SO THERE WILL BE A SORT OF SEPARATION THERE.
10:04:39 THOSE MAINTENANCE AND OPERATIONS FOR THE ENTERTAINMENT
10:04:41 COMPLEX PART WILL BE BORN BY THE REVENUES FROM THE COMMON
10:04:46 AREA MAINTENANCE AGREEMENT.
10:04:48 WE WILL THEN AS THE VILLAGE COVER THE OPERATION OF THE
10:04:51 SPORTS PARK.
10:04:54 >>Jon McLain: ADDITIONAL COSTS TO THIS CONTRACT IN THE
10:04:56 FUTURE WOULD ACTUALLY BE ABSORBED NOT BY THE VILLAGE BUT BY
10:05:00 THE TENANTS THAT OCCUPY THE ENTERTAINMENT AREA.
10:05:03 WE PAY IT, BUT WE CHARGE BACK.
10:05:05 >>Robert Eschenfelder: WELL, NO, NO.
10:05:07 THE FOLKS WHO ARE IN THE ENTERTAINMENT DISTRICT ARE ONLY
10:05:10 PAYING COMMON AREA MAINTENANCE FOR THE ENTERTAINMENT
10:05:13 DISTRICT -- THE PARKING LOT, THE LIGHTS AND SO FORTH, THE
10:05:16 SECURITY.
10:05:17 WHAT HAPPENS WITH THE SPORTS PARK IS NOT SOMETHING THAT IS
10:05:21 BORN BY THE COMMON AREA MAINTENANCE BECAUSE THAT PART OF THE
10:05:27 OVERALL COMPLEX IS NOT THE COMMON AREA OF THE ENTERTAINMENT
10:05:32 COMPLEX.
10:05:34 YOU DON'T NEED A SPORTS PARK, SO TO SPEAK, TO OPERATE WHAT
10:05:37 THOSE BUSINESSES ARE OPERATING.
10:05:39 THEY CAN DO IT ON THAT SMALLER ENTERTAINMENT PARCEL.
10:05:41 MONETARILY, WHAT THE BUSINESSES THAT ARE COMING IN SUCH AS

10:05:47 HIGH 5, THEY ARE PAYING THE COMMON AREA MAINTENANCE ONLY FOR
10:05:51 THE PART THAT IS THE ENTERTAINMENT COMPLEX.
10:05:56 >>Jon McLain: IF WE USE THIS CONTRACTOR, KEMPER, AND THERE
10:05:59 IS AN INCREASE FROM 17 OR 18 THOUSAND A MONTH TO, LET'S SAY,
10:06:03 25, THE DELTA THERE WILL BE ABSORBED BY THE NEW TENANTS
10:06:07 BECAUSE THE INCREASE I'M ASSUMING IS GOING TO BE JUST
10:06:10 BECAUSE WE CHANGED FROM THE SPORT PARK MAINTENANCE AND
10:06:14 MANAGEMENT OVER TO THE COMMON -- THE ENTERTAINMENT AREA.
10:06:18 >>Robert Eschenfelder: NO.
10:06:19 SO THE INCREASE WOULD BE BECAUSE OF THE INCREASED LABOR AND
10:06:24 OPERATIONS FOR OPERATING THE SPORTS PARK AND MAINTAINING THE
10:06:29 SPORTS PARK PART OF IT.
10:06:31 THE TWO ARE JUST GOING TO BE FINANCIALLY SEPARATED THERE.
10:06:34 >>Jon McLain: WHEN WE GET TO THAT POINT, WE CAN LOOK AT THE
10:06:36 DETAILS ON THAT.
10:06:39 >>Michael Comparato: IF I MAY, COUNCILMEMBER, I APOLOGIZE
10:06:41 FOR INTERRUPTING, IF I COULD ADD ON TO WHAT THE VILLAGE
10:06:44 ATTORNEY IS SAYING, GOING BACK TO THE ORIGINAL CONCEPT,
10:06:48 VILLAGE ATTORNEY IS ABSOLUTELY CORRECT.
10:06:50 THE COMMON AREA MAINTENANCE, IT IS SHARED BY ALL FIVE OF OUR
10:06:55 PRIVATE PARTNERS COVERS EFFECTIVELY THE ENTERTAINMENT CAMPUS
10:06:58 SIDE OF THE VILLAGE CENTER, INCLUDING MAIN ENTRIES AND
10:07:02 PARKING LOTS, ET CETERA.
10:07:03 HOWEVER, IF YOU REMEMBER THE ORIGINAL CONCEPT, ON THE SPORTS
10:07:06 PARK SIDE OF THINGS, ALL OF OUR OPERATING COSTS ON THE

10:07:09 SPORTS PARK SIDE OF THINGS, THE CONCEPT IS DESIGNED SUCH
10:07:15 THAT OUR REVENUE SHARE AND PART OF OUR PUBLIC-PRIVATE
10:07:19 PARTNERSHIP COMING FROM THOSE PARTNERS, FORGET THE COMMON
10:07:21 AREA MAINTENANCE, THE AGREEMENT WITH HIGH 5, FOR EXAMPLE,
10:07:24 HAS A 40% SHARE OF NET OPERATING INCOME IN EXCHANGE FOR
10:07:29 INVESTMENT IN HIGH 5.
10:07:31 THE COMBINATION OF THOSE REV SHARE DOLLARS COME OVER THE
10:07:36 WALL AND COVER THE OPERATING -- NOT JUST KEMPER'S FEES OR
10:07:39 WHOEVER THE OPERATOR IS, BUT THE COST OF CUTTING GRASS.
10:07:43 ANY THIRD-PARTY VENDORS, ANY OPERATING EXPENSE AND
10:07:46 MAINTENANCE EXPENSE ON THE SPORTS PARK.
10:07:49 THE CONCEPT IS TO GENERATE A MILLION DOLLARS PLUS IN REVENUE
10:07:53 OUT OF OUR REV SHARE OVER TO THE SPORTS PARK CAMPUS SO THAT

10:07:57 WE THE VILLAGE ARE NOT WRITING CHECKS TO OPERATE EVEN AND
10:08:00 MAINTAIN EVEN THE BASEBALL DIAMONDS AND FOOTBALL FIELDS,
10:08:03 ET CETERA.
10:08:03 THAT'S THE WHOLE CONCEPT BEHIND THE WHOLE VILLAGE CENTER
10:08:09 STRUCTURE.
10:08:09 HAPPY TO REFRESH MEMORIES ON HOW THAT STRUCTURE WORKS.
10:08:14 >>Jon McLain: OKAY.
10:08:15 I THINK I GET THAT.
10:08:16 I'M STILL CONCERNED AND GEORGE MAYBE SAID IT ALSO, HOW DID
10:08:20 WE GET A MAY 1st START DATE FOR THIS CONTRACT WHEN COUNCIL
10:08:25 WAS NOT MADE AWARE OF THIS?
10:08:28 THAT BOTHERS ME, THAT IN THE FUTURE, I DON'T LIKE DOING

10:08:31 RETROGRADE PAYMENTS WITHOUT US HAVING AN IDEA WHAT THE
COST
10:08:37 REALLY WOULD BE ON THAT AND AGREEING AS TO WHAT WE'RE TRYING
10:08:39 TO DO TODAY.
10:08:40 HOW DID WE GET IN THIS KIND OF POSITION MIGHT BE A QUESTION
10:08:45 FOR THE MANAGER TO ASK OR ANSWER.
10:08:49 >>Steven Sarkozy: YES.
10:08:50 COUNCILMEMBER McLAIN, WE HAD A SITUATION WHERE WE HAD TO
10:08:52 PROCEED WITH THE MANAGEMENT OF THE SCHOOL AND YOUTH
GROUP
10:08:58 ACTIVITIES.
10:09:00 AND BECAUSE WE HAD THROWN OUT THE THREE PROPOSALS THAT
WERE
10:09:06 SUBJECT OF THE BID, WE WERE CAUGHT WITHOUT AN OPERATOR.
10:09:10 KEMPER STEPPED IN AND DID SOME WORK THERE ON AN INTERIM
10:09:15 BASIS.
10:09:17 WE THINK IT'S APPROPRIATE THAT WE GO BACK AND PAY THEM FOR
10:09:20 THE WORK.
10:09:20 UNDERSTANDING THAT THIS IS SHORT-TERM AGREEMENT THAT WE'RE
10:09:25 GOING TO HAVE TO COME BACK AND LOOK AT ALTERNATIVES.
10:09:29 I MIGHT NOTE THAT THE THREE PROPOSALS THAT WE GOT WERE FROM
10:09:32 NATIONAL SPORTS PARK OPERATORS.
10:09:36 THEY WERE VERY EXPENSIVE AND WERE FAR MORE COMPLEX THAN
WHAT
10:09:43 WE NEED AT THIS TIME.
10:09:45 WE ALSO SOUGHT OUT LOCAL OPERATORS, LIKE THE YMCA, WHO
10:09:52 ACTUALLY LOOKED AT THE AGREEMENTS, LOOKED AT THE ACTIVITIES,
10:09:57 AND BACKED AWAY AT THIS TIME BECAUSE OF THE GROWING NATURE
10:10:03 OF THE SPORTS ACTIVITIES IN CLOSE PROXIMITY TO THE

10:10:07 CONSTRUCTION ACTIVITIES THAT WE'LL BE DOING AS WE BUILD OUT

10:10:10 THE SPORTS PARK.
10:10:11 SO WE TOOK SOME TIME THERE TO SHAKE THE BUSHES NATIONALLY AS
10:10:17 WELL AS LOCALLY AND ENDED UP WITH THIS AS AN INTERIM
10:10:22 SOLUTION.
10:10:23 THE OTHER OPTION THAT WE HAVE, FRANKLY, AS WE MOVE FORWARD
10:10:27 IS TO ENGAGE SOMEONE HERE LOCALLY TO DO THIS WORK OF
10:10:32 COORDINATION.
10:10:35 WE DON'T BELIEVE THAT THERE ARE PEOPLE LOCALLY THAT HAVE THE
10:10:38 EXPERIENCE, BUT WORKING WITH KEMPER SPORTS DURING THIS
10:10:44 INTERIM WE'LL PUT A PROGRAM TOGETHER THAT COULD BE ASSUMED
10:10:48 BY SOMEBODY LOCALLY, IF THAT'S THE DIRECTION THAT WE WANT TO
10:10:51 GO.
10:10:52 SO IT GIVES US SOME TIME WHILE WE'RE IN THIS TRANSITION.
10:11:00 >>Jon McLain: THANK YOU, STEVE.
10:11:00 I APPRECIATE THE EXPLANATION.
10:11:01 JUST FOR MAKING THESE DOCUMENTS, LEGAL DOCUMENTS
10:11:08 APPROPRIATE, MY RECOMMENDATION WOULD BE IS THAT WE PAY FOR
10:11:12 THE SERVICES OF MAY AND JUNE UNDER YOUR AUTHORITY, YOU'VE
10:11:17 GOT A SPENDING ALLOCATION.
10:11:19 HAD TO HAVE THIS MAINTENANCE DONE.
10:11:21 WE DIDN'T REALLY HAVE AN AGREEMENT.
10:11:22 WE PAY THOSE, WHATEVER 34, 35 THOUSAND DOLLARS UNDER YOUR
10:11:29 SIGNATURE AND WE START THE CONTRACT TODAY IF WE AGREE TO DO
10:11:34 THIS FROM COUNCIL.

10:11:36 IT JUST APPEARS TO ME THAT IS THE APPROPRIATE WAY.
10:11:39 WE SHOULDN'T SIGN A CONTRACT ON WHATEVER IT IS TODAY AND GO
10:11:45 BACK RETROGRADE.
10:11:46 I DON'T LIKE TO DO THAT FROM A VILLAGE STANDPOINT.
10:11:51 I DON'T KNOW IF THE ATTORNEY WOULD LIKE TO SPEAK TO THAT OR
10:11:53 NOT.
10:11:54 >>Robert Eschenfelder: ACTUALLY, LEGALLY, IT'S BETTER
10:11:57 PROTECTION FOR THE VILLAGE IF YOU HAVE IT BE RETROACTIVE.
10:12:00 THE EFFECTIVE DATE.
10:12:02 BECAUSE LET US SAY THAT AN UNKNOWN CLAIM OCCURRED BEFORE
10:12:09 TODAY AND IT IS BROUGHT TO THE VILLAGE TO SAY I WAS INJURED,
10:12:17 I WAS DAMAGED, IF UNDER THIS CONTRACT THEY HAVE AGREED TO
10:12:24 INDEMNIFY THE VILLAGE.
10:12:26 THEY HAD NOT PREVIOUSLY AGREED TO INDEMNIFY THE VILLAGE, I
10:12:29 WOULD RATHER THEM OWN THAT NOW.
10:12:31 SO THAT'S WHY I THINK GOING RETROACTIVE IS ACTUALLY IN OUR
10:12:34 BEST INTEREST FROM THAT PERSPECTIVE.
10:12:37 >>Jon McLain: I RESPECT THAT.
10:12:38 THANK YOU.

10:12:39 >>Mayor Ribble: YES, VICE-MAYOR.
10:12:40 >>Vice-Mayor Zalucki: COUPLE OF QUESTIONS.
10:12:43 STEVE, MAYBE YOU CAN HELP ANSWER THIS.
10:12:45 DOES THE $215,000 ANNUALLY TO THIS COMPANY REDUCE OUR
10:12:51 INVESTMENT OBLIGATION TO THE SCHOOL DISTRICT AS WE AGREE TO?
10:12:54 DOES THAT REDUCE THE ANNUAL OBLIGATION, THE $5 MILLION?

10:13:00 >>Steven Sarkozy: I'D HAVE TO LOOK AT THE AGREEMENT WITH THE
10:13:03 SCHOOL DISTRICT.
10:13:04 I BELIEVE THAT'S FOR CAPITAL INVESTMENT.
10:13:08 >>Robert Eschenfelder: IT IS, MANAGER.
10:13:09 THAT IS FOR CAPITAL INVESTMENT.
10:13:11 OUR AGREEMENT WITH THE SCHOOL DISTRICT REQUIRES THE
10:13:13 MAINTENANCE AND OPERATIONS.
10:13:15 THAT'S SEPARATE.
10:13:16 THAT'S NOT PART -- YES.
10:13:18 >>Vice-Mayor Zalucki: ONE MORE QUESTION.
10:13:20 THIS CONTRACT IS BASICALLY SUPERVISION, ACTUALLY, WE NEED
10:13:25 FOLKS TO CUT THE LAWN AND TO EMPTY GARBAGE CANS.
10:13:30 WHERE DOES THAT MONEY COME FROM?
10:13:31 IT'S NOT OUT OF THIS BUCKET.
10:13:33 THIS IS MANAGEMENT FEES, UNLESS I'M WRONG.
10:13:36 WHERE DOES THE ACTUAL PAYMENTS COME FROM?
10:13:41 THE FOLKS THAT ACTUALLY DO THE WORK IN THE FIELDS, CUT THE
10:13:44 GRASS, EMPTY THE TRASH?
10:13:47 IS THAT A SEPARATE LINE ITEM?
10:13:49 IS THAT SOMETHING THE SCHOOL DISTRICT PAYS FOR AND WE'RE NOW
10:13:51 MANAGING IT?
10:13:52 HOW DOES THAT WORK?
10:13:54 >>Steven Sarkozy: MICHAEL, IF YOU WANT TO DISCUSS THAT.
10:13:57 >>Michael Comparato: HAPPY TO.
10:13:58 VICE-MAYOR, THE OPERATING BUDGET FOR THE SPORTS PARK CAMPUS

10:14:03 NOW IS ON THE VILLAGE.
10:14:05 IT IS OUR RESPONSIBILITY AS A VILLAGE.
10:14:06 IT IS NO LONGER THE SCHOOL'S RESPONSIBILITY PER OUR LEASE
10:14:09 AGREEMENT.
10:14:10 SO ONE OF THE THINGS THAT KEMPER HAS DONE AND PREPARED AND
10:14:14 REVIEWED WITH KEVIN GREENVILLE, OUR FINANCE DIRECTOR, IS PUT
10:14:18 TOGETHER A COMPREHENSIVE OPERATING BUDGET FOR THE SPORTS
10:14:22 PARK AT ITS CURRENT LEVEL ON CURRENT CONDITION THROUGH THE
10:14:25 INTERIM CONSTRUCTION PERIOD, WITH ALL OF THOSE THIRD-PARTY
10:14:28 VENDOR AGREEMENTS.
10:14:30 WHEN FIELDS HAVE TO BE CUT, STRIPED, LINED, ALL THE

10:14:35 DIFFERENT MAINTENANCE ACTIVITIES, INCLUDING REPAIR AND
10:14:37 REPLACEMENT OF ANY OF THE OPERATING SYSTEMS LIKE SPEAKER
10:14:40 SYSTEMS OR LIGHTING OR WHATEVER.
10:14:44 ALL THAT IS DONE AND WE HAVE A COMPREHENSIVE ANNUAL BUDGET
10:14:48 SUBMITTED TO THE VILLAGE, TO US, AND REVIEWED THAT WILL
10:14:53 COVER ALL OF THOSE THIRD-PARTY EXPENSES, INCLUDING THIS FEE
10:14:59 AND THEIR FULL-TIME PERSON ON-SITE BEING COVERED IN THAT
10:15:03 MONTHLY BUDGET.
10:15:04 THAT MONTHLY BUDGET IS WHAT I WAS REFERRING TO EARLIER, THAT
10:15:07 IS NOW OUR RESPONSIBILITY GOING FORWARD.
10:15:11 IT WILL INCREASE AS WE COMPLETE THE CAMPUS, AND THAT, IN
10:15:15 FACT, THOSE MONTHLY COSTS AND THOSE ANNUAL COSTS, INCLUDING
10:15:18 ANY OPERATOR FEES IS WHAT IS DESIGNED TO BE PAID FOR BY THE
10:15:23 NET REVENUE SHARE FROM OUR PRIVATE PARTNERS COMING OVER TO

10:15:26 COVER THE TOTAL OPERATING EXPENSE FOR THE PARK, INCLUDING
10:15:29 ANY MANAGEMENT OR SUPERVISORY FEES.
10:15:33 >>Vice-Mayor Zalucki: OKAY, THE DETAILED BUDGET, MICHAEL,
10:15:35 HAS NOT BEEN SHARED WITH COUNCIL YET?
10:15:38 THE DETAILS OF THAT AND ALL OF THOSE EXPENSES?
10:15:41 >>Michael Comparato: I DON'T KNOW IF KEVIN IS IN THE ROOM.
10:15:43 I CAN'T SPEAK TO WHETHER THOSE HAVE BEEN SHARED WITH
10:15:46 COUNCIL.
10:15:47 WE CERTAINLY CAN AND WOULD BE HAPPY TO SHARE THAT BUDGET,
10:15:51 OUR PROJECTED BUDGET FOR THE OPERATION OF THE SPORTS PARK.
10:15:54 >>Kevin Greenville: COUNCILMAN ZALUCKI, THAT IS IN OUR
10:15:57 PROPOSED BUDGET, WHICH WE'LL DO A WORK SESSION ON THIS
10:16:00 AFTERNOON.
10:16:00 YES, WE HAVE INCORPORATED THOSE COSTS.
10:16:02 I THINK TO THE SPORTS PARK MAINTENANCE, IT'S A WORK IN
10:16:06 PROGRESS.
10:16:06 WE'RE TRYING TO FIGURE IT OUT AS WELL, THE ANNUAL COST,
10:16:11 WE'LL HAVE ACTUAL DATA ON THAT, DATA NOW STARTING.
10:16:15 IT IS A LITTLE BIT OF A WORK IN PROGRESS.
10:16:17 WE'LL GO OVER THAT DURING THE WORK SESSION.
10:16:19 THANK YOU.
10:16:20 >>Mayor Ribble: ANYTHING ELSE?
10:16:21 I HAVE ONE QUESTION.
10:16:25 WHEN THIS COMPLEX IS FULLY OPERATIONAL AND WE START HAVING
10:16:29 EVENTS, BOTH LARGE AND SMALL, WHO ACTUALLY REVIEWS AND SIGNS

10:16:33 THE CONTRACTS?
10:16:34 WILL IT BE THIS PARK MANAGER?
10:16:36 WILL IT BE THE COUNCIL?

10:16:37 WILL IT BE THE VILLAGE MANAGER?
10:16:39 WHO ACTUALLY HAS THE OVERSIGHT OF WHAT ACTUALLY HAPPENS ON
10:16:45 THAT PROPERTY?
10:16:46 >>Steven Sarkozy: WE PLAN TO HAVE THAT OPERATIONAL PLAN
10:16:50 FULLY APPROVED BY THE VILLAGE COUNCIL SO THAT THE COUNCIL
10:16:54 CAN DICTATE THE TYPE OF GROUPS THAT WE'RE SERVING AND
10:17:01 WHETHER THEY ARE OUTSIDE GROUPS OR LOCAL GROUPS AND THE
10:17:05 DEGREE TO WHICH WE'RE PROGRAMMING THINGS OR LEAVING THINGS
10:17:09 AVAILABLE FOR JUST WALK-ON ACTIVITIES.
10:17:12 THOSE COSTS, AGAIN, AS MICHAEL HAD MENTIONED, OF THE
10:17:19 OPERATION AND MAINTENANCE AND PROGRAMMING WOULD BE BORN
BY
10:17:23 THE REVENUES COMING IN OFF OF OUR P-3 PARTNERS.
10:17:26 BUT THE WHOLE POLICY OF HOW THE PARK IS TO OPERATE, WHO IT
10:17:33 IS TO SERVE AND THE LEVEL OF ACTIVITY WOULD BE ENTIRELY UP
10:17:38 TO THE VILLAGE COUNCIL.
10:17:41 >>Mayor Ribble: THANK YOU, STEVE.
10:17:43 ANYTHING ELSE?
10:17:43 IS THERE ANY PUBLIC COMMENT?
10:17:46 >>Carol Sacco: THERE'S NO PUBLIC COMMENT AND NO E-COMMENTS.
10:17:48 >>Mayor Ribble: IN THAT CASE, ARE WE READY FOR A VOTE?
10:17:51 MAY I HAVE A MOTION?
10:17:52 COUNCILMAN WARD.

10:17:55 COUNCILMAN LOPEZ SECONDS IT.
10:17:57 VILLAGE CLERK, WOULD YOU PLEASE CALL THE ROLL?
10:18:01 >>Jim Ward: AYE.
10:18:03 >>Rafael Lopez: AYE.
10:18:04 >>Lori Fayhee: AYE.
10:18:05 >>Jon McLain: AYE.
10:18:08 >>Jeff Hunt: AYE.
10:18:08 >>Vice-Mayor Zalucki: AYE.
10:18:09 >>Mayor Ribble: AYE.
10:18:11 LET'S MOVE ON TO ITEM 7A, THE SECOND READING FOR THE
10:18:20 APPROVAL OF ORDINANCE NUMBER 2025-05 CAPITAL IMPROVEMENT
10:18:25 PLAN.
10:18:25 MADAM CLERK, WILL YOU PLEASE READ THE ORDINANCE.
10:18:29 >>Carol Sacco: THE ORDINANCE HAS BEEN PROPERLY ADVERTISED.
10:18:34 ORDINANCE NUMBER 2025-05, AN ORDINANCE OF THE VILLAGE
10:18:37 COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING THE
10:18:40 ANNUAL CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR
10:18:43 2025-2026; MAKING RELATED FINDINGS; AND PROVIDING FOR
10:18:47 SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
10:18:52 >>Mayor Ribble: STEVE, WILL YOU INTRODUCE THIS FOR US

10:18:55 PLEASE?
10:18:56 >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
10:18:58 COUNCIL.
10:18:58 THE CAPITAL IMPROVEMENT PROGRAM IS THE SUBJECT OF COUNCIL'S
10:19:03 ONGOING REVIEW.

10:19:07 AS A FORMALITY, WE ARE INCLUDING THE CAPITAL IMPROVEMENT
10:19:11 PROGRAM IN OUR ANNUAL BUDGET.
10:19:14 SO WHAT'S BEFORE YOU RIGHT NOW IS THE SAME TYPE OF CAPITAL
10:19:18 IMPROVEMENT PROGRAM THAT YOU'VE LOOKED AT IN THE PAST
10:19:21 WITHOUT ANY CHANGES.
10:19:25 AND THE IDEA IS IT WOULD BE INCLUDED IN THE BUDGET AND WE
10:19:29 WOULD CONTINUE TO UPGRADE AND UPDATE THE CAPITAL
IMPROVEMENT
10:19:34 PROGRAM AS THE COUNCIL SEES FIT AS A RESULT OF ADDITIONAL
10:19:39 PROJECTS THAT MIGHT BE CONSIDERED.
10:19:41 SO YOU'VE SEEN THIS BEFORE.
10:19:43 IT'S THE SAME THAT HAS BEEN CONSIDERED AT PREVIOUS
10:19:49 WORKSHOPS, BRIEFINGS AND FORMAL MEETINGS AND IT COMES TO
YOU
10:19:53 WITH A RECOMMENDATION FOR APPROVAL.
10:19:55 >>Mayor Ribble: THANK YOU.
10:19:55 COUNCIL, ARE THERE ANY QUESTIONS?
10:19:58 WE ALL REVIEWED THIS THOROUGHLY AT A WORKSHOP.
10:20:04 IN THAT CASE, MADAM CLERK IS THERE ANY PUBLIC COMMENT?
10:20:06 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:20:08 >>Mayor Ribble: MAY I HAVE A MOTION, PLEASE?
10:20:10 >> SO MOVED.
10:20:11 >>Mayor Ribble: VICE-MAYOR AND COUNCILWOMAN FAYHEE.
10:20:15 PLEASE CALL THE ROLL.
10:20:18 >>Jeff Hunt: AYE.
10:20:19 >>Jon McLain: AYE.
10:20:21 >>Lori Fayhee: AYE.

10:20:21 >>Rafael Lopez: AYE.
10:20:23 >>Jim Ward: AYE.
10:20:25 >>Vice-Mayor Zalucki: AYE.
10:20:27 >>Mayor Ribble: AYE.
10:20:28 7B, SECOND READING OF ORDINANCE NUMBER 2025-06, MAYFAIR
10:20:40 VILLAGE, RPD REZONING.
10:20:46 WE WILL NOW OPEN THE PUBLIC HEARING ON THIS.
10:20:49 MADAM CLERK, HAS THE ORDINANCE BEEN PROPERLY ADVERTISED?
10:20:53 >>Carol Sacco: YES, MAYOR.
10:20:54 >>Mayor Ribble: WILL YOU PLEASE READ THE ORDINANCE?

10:20:56 >>Carol Sacco: ORDINANCE 2025-06, AN ORDINANCE OF THE
10:20:59 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
10:21:01 WITH CONDITIONS ZONING AMENDMENTS FOR PROPERTY BOUNDED
BY
10:21:05 RAILROAD RIGHT-OF-WAY ON THE WEST, BROADWAY AVENUE EAST, ON
10:21:09 THE NORTH, SANDY LANE ON THE EAST AND SPECIFIC PROPERTY
10:21:12 IDENTIFIED AS STRAP NUMBER 284625 E 3 U 1962.2433 ON THE
10:21:20 SOUTH.
10:21:21 ALL IN THE VILLAGE OF ESTERO, FLORIDA, PROVIDING FOR
10:21:23 SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.
10:21:27 >>Mayor Ribble: THANK YOU.
10:21:28 THIS IS A QUASI-JUDICIAL HEARING AND THEREFORE LAND USE
10:21:34 ATTORNEY NANCY STROUD, WILL YOU PLEASE READ THE PROCEDURE?
10:21:37 >>Nancy Stroud: THANK YOU AND GOOD MORNING.
10:21:38 AS THE MAYOR MENTIONED, THIS IS A QUASI-JUDICIAL MATTER SO
10:21:44 THE COUNCIL SITS IN ITS QUASI-JUDICIAL CAPACITY.

10:21:47 THE DECISION OF WHETHER OR NOT TO APPROVE THE APPLICATION,
10:21:52 LIKE ALL QUASI-JUDICIAL ITEMS, MUST BE BASED ON THE CRITERIA
10:21:57 IN THE LAND DEVELOPMENT CODE AND ON SUBSTANTIAL COMPETENT
10:22:01 EVIDENCE THAT IS PRESENTED AT THE HEARING.
10:22:03 ANYONE WHO INTENDS TO PROVIDE TESTIMONY ON THE APPLICATION
10:22:09 MUST BE SWORN IN BY THE CLERK IN A MOMENT AND ANY PUBLIC
10:22:13 THAT WISHES TO SPEAK SHOULD FILL OUT A PUBLIC SPEAKER'S CARD
10:22:17 AND GIVE IT TO THE CLERK BEFORE SPEAKING.
10:22:20 PLEASE BE ADVISED THAT ANY PERSON WHO PROVIDES TESTIMONY ON
10:22:23 THE APPLICATION MAY BE SUBJECT TO CROSS-EXAMINATION.
10:22:27 THE GENERAL PUBLIC WILL NOT BE PERMITTED TO CROSS-EXAMINE
10:22:31 WITNESSES BUT THE PUBLIC MAY REQUEST THE COUNCIL TO DIRECT
10:22:34 QUESTIONS ON THEIR BEHALF TO EITHER STAFF OR THE APPLICANT.
10:22:39 THE APPLICANT AND THE VILLAGE STAFF MAY CROSS-EXAMINE
10:22:42 WITNESSES AND THE COUNCIL MEMBERS, OF COURSE, MAY ASK
10:22:45 QUESTIONS AT ANY TIME.
10:22:47 IN A MOMENT, THE CLERK WILL SWEAR IN ANY PERSONS WHO INTEND
10:22:53 TO PROVIDE TESTIMONY AND THEN THE COUNCIL WILL HEAR AN
10:22:57 INTRODUCTION FROM THE COMMUNITY DEVELOPMENT DEPARTMENT
AND
10:23:02 THEN THE APPLICANT WILL ADDRESS THE COUNCIL.
10:23:05 THE COMMUNITY DEVELOPMENT DEPARTMENT WILL THEN BE
AVAILABLE
10:23:08 FOR FURTHER TESTIMONY OR QUESTIONS.
10:23:11 AFTER THIS THE MAYOR WILL OPEN UP THE PUBLIC HEARING AND WE
10:23:16 ASK THE PUBLIC TO MAKE COMMENTS CONCISELY AS PUBLIC
10:23:20 TESTIMONY IS LIMITED TO THREE MINUTES PER PERSON.

10:23:22 IF ANY OF THE COUNCIL MEMBERS HAVE HAD ANY EX PARTE
10:23:26 COMMUNICATIONS, THEY MUST DISCLOSE THE SUBJECT MATTER OF THE
10:23:31 COMMUNICATION AND THE PERSON TO WHOM THE COUNCILMEMBER
10:23:34 SPOKE.
10:23:34 IF ANY COUNCIL HAS ANY CONFLICT OF INTEREST, THE MEMBER MUST
10:23:39 DISCLOSE THE CONFLICT AND RECUSE HIMSELF OR HERSELF FROM
10:23:42 PARTICIPATION IN THE DISCUSSION OR THE VOTING.
10:23:44 AT THIS TIME, ANYONE WHO INTENDS TO TESTIFY SHOULD STAND AND
10:23:51 RAISE YOUR RIGHT HAND AND BE SWORN IN BY THE CLERK.
10:23:57 >>Carol Sacco: DO YOU SWEAR TO TELL THE TRUTH, THE WHOLE
10:23:59 TRUTH AND NOTHING BUT THE TRUTH SO HELP YOU GOD?
10:24:04 >>Nancy Stroud: THANK YOU.
10:24:04 ALSO AT THIS TIME, IF MEMBERS HAVE HAD ANY EX PARTE
10:24:09 DISCLOSURES, YOU -- EX PARTE DISCUSSIONS, YOU SHOULD
10:24:13 DISCLOSE THEM AT THIS POINT.
10:24:15 >>Mayor Ribble: COUNCIL?
10:24:17 >>Jim Ward: NONE.
10:24:19 >>Jon McLain: NONE.
10:24:21 >> NONE.
10:24:22 >> NONE.
10:24:22 >>Nancy Stroud: ANY CONFLICTS ALSO DISCLOSED.
10:24:26 >>Lori Fayhee: NO CONFLICT.
10:24:27 >> NONE.
10:24:27 >> NO CONFLICT.
10:24:28 >> NO CONFLICT.

10:24:29 >>Mayor Ribble: THANK YOU.
10:24:30 >>Nancy Stroud: THANK YOU.
10:24:32 >>Mayor Ribble: MADAM CLERK, ARE THERE ANY LETTERS OR OTHER
10:24:34 WRITTEN COMMUNICATIONS RECEIVED AND ACCEPTED?
10:24:38 >>Carol Sacco: NO, MAYOR.
10:24:40 >>Mayor Ribble: IN THAT CASE, CHRIS, ARE YOU GOING TO SPEAK
10:24:43 WITH US TODAY?
10:24:44 THANK YOU.
10:24:45 GOOD MORNING.
10:24:46 >> GOOD MORNING, MAYOR, COUNCIL.
10:24:48 PLEASURE TO BE WITH YOU.
10:24:49 TODAY, I'M HONORED TO PRESENT THE MAYFAIR REZONING REQUEST.
10:24:56 THIS IS THE SECOND READING.
10:24:57 AS NANCY INDICATED, IT IS A PUBLIC HEARING.
10:25:01 JUST TO GIVE YOU CONTEXT AND GENERAL OVERVIEW, THE SUBJECT
10:25:05 PROPERTY IS APPROXIMATELY 7.5 ACRES AND IS LOCATED AT THE

10:25:09 SOUTHWEST CORNER OF SANDY LANE AND BROADWAY.
10:25:11 YOU MAY REMEMBER THIS PROPERTY IS THE LOCATION WHERE
10:25:14 PREVIOUSLY THERE WAS A CHURCH AND DAY CARE PROPOSED SOME
10:25:18 TIME AGO.
10:25:19 IT IS THE SAME PROPERTY.
10:25:20 THE PROJECT IS BEING DEVELOPED BY LENNAR.
10:25:23 I WOULD LIKE TO HIT A COUPLE OF THE HIGHLIGHTS OF WHAT THEY
10:25:26 ARE PROPOSING FOR YOUR CONSIDERATION TODAY.
10:25:28 FIRST, THEY ARE PROPOSING 17 SINGLE-FAMILY LOTS.

10:25:33 IT WOULD BE INDIVIDUAL HOMES ON INDIVIDUAL LOTS.
10:25:35 THERE WOULD BE A PRIVATE ROAD THAT IS NOT GATED.
10:25:38 THEY ARE ALSO PROPOSING A CONNECTION, A PEDESTRIAN
10:25:41 CONNECTION TO THE PROPOSED, FUTURE PROPOSED BERT RAILS TO
10:25:45 TRAILS PATH LOCATED ON THE WEST SIDE OF THE PROJECT.
10:25:48 LENNAR AND THE DEVELOPER AND THE ENGINEER IS COOPERATING
10:25:53 WITH THE VILLAGE ON UTILITY EXTENSIONS IN THAT AREA AS WELL.
10:25:57 AS A MATTER OF FACT, THEY ARE PROVIDING A SITE LOCATION FOR
10:26:02 A LIFT STATION WHICH WILL THEN HELP FACILITATE WATER AND
10:26:06 SEWER EXPANSION IN THAT AREA AS WELL.
10:26:07 SO THEY HAVE BEEN COOPERATING WITH THE VILLAGE IN THAT
10:26:10 REGARD.
10:26:10 PLANNING ZONING DESIGN BOARD RECOMMENDED APPROVAL TO THE
10:26:15 COUNCIL WITH STIPULATIONS IN THE ORDINANCE AND CONDITIONS.
10:26:19 LIKEWISE, STAFF ALSO RECOMMENDS APPROVAL SUBJECT TO THOSE
10:26:23 CONDITIONS THAT ARE ENUMERATED IN THE ORDINANCE AS WELL.
10:26:26 I WOULD LIKE TO HIT JUST A COUPLE OF THE HIGHLIGHTS FROM THE
10:26:30 CONDITIONS IN THE ORDINANCE SO WE'RE ALL ON THE SAME PAGE.
10:26:34 FIRST OF ALL, THE DEVELOPER, THE ORDINANCE REQUIRES THE
10:26:37 DEVELOPER TO CONTINUE TO WORK WITH THE VILLAGE ON A
10:26:40 COST-SHARING AGREEMENT FOR SEWER INSTALLATIONS IN THE
10:26:44 BROADWAY SEWER PROJECT.
10:26:45 SO THAT IS A REQUIREMENT OF THE ORDINANCE.
10:26:48 THE ORDINANCE ALSO REQUIRES ONE-STORY HOMES TO BE
10:26:52 CONSTRUCTED ON VERY SPECIFIC LOTS.

10:26:54 THEY ARE NUMBERED IN YOUR MASTER CONCEPT PLAN.
10:26:56 LOT NUMBER 1, NUMBER 13 AND NUMBER 17.
10:26:59 SO THOSE ARE RESTRICTED TO ONE-STORY HOMES.
10:27:02 ALL THE OTHER HOMES COULD BE TWO STORIES OR 35 FEET.
10:27:06 THE DEVELOPER IS ALSO REQUIRED TO INSTALL ELECTRIC --
10:27:10 UNDERGROUND ELECTRIC TO AN EXISTING HOME THAT HAS OVERHEAD
10:27:14 SERVICE RUNNING TO IT NOW.
10:27:16 SO THEY WOULD RUN THE ELECTRIC TO THEIR EXISTING SERVICE

10:27:20 DROP.
10:27:20 LASTLY, THE DEVELOPMENT HAS TO BE IN SUBSTANTIAL COMPLIANCE
10:27:25 AND VERY CONSISTENT WITH THE MASTER CONCEPT PLAN AND THE
10:27:30 PATTERN BOOK WHICH ARE INCLUDED AS EXHIBITS IN YOUR
10:27:32 ORDINANCE.
10:27:33 NOTABLY, THOSE DOCUMENTS DETAIL AND PROVIDE SPECIFICS
10:27:37 REGARDING THE BUFFERS AND THE ENHANCED BUFFERS AND THE SIZE
10:27:40 OF THOSE BUFFERS AS WELL AS REQUIRING A SIX-FOOT OPAQUE
10:27:44 FENCE, WHICH IS VERY SIMILAR TO THE FENCE THAT YOU SEE AT
10:27:47 THE NEIGHBORHOOD, THE GROVES ON THE EAST SIDE OF SANDY LANE.
10:27:51 SO THAT SAME TYPE OF FENCE.
10:27:53 THAT FENCE WOULD BE INSTALLED ON THE COMMON PROPERTY LINE
10:27:56 WITH THE EXISTING RESIDENTIAL HOMES.
10:27:59 MAYOR THAT CONCLUDES MY BRIEF OVERVIEW FOR YOU AND THE
10:28:03 COUNCIL.
10:28:03 I KNOW THAT THE APPLICANT AND THE ENGINEER ARE HERE AS WELL.
10:28:06 >>Mayor Ribble: THANK YOU, CHRIS.

10:28:14 >>Mary Gibbs: MAY I ADD ONE THING BEFORE DAN STARTS TALKING?
10:28:17 WHAT CHRISTOPHER REFERENCED IN THE SINGLE STORY HOMES ARE
10:28:22 THE TWO LOTS ADJACENT TO BROADWAY AND THEN LOT 13 IS
10:28:25 ADJACENT TO THE NEIGHBOR WHO IS HERE WHO MAY WANT TO TALK
10:28:31 TODAY.
10:28:31 JUST TO CLARIFY THAT.
10:28:33 GO AHEAD, DAN.
10:28:34 >> I'LL GET INTO THAT AS WELL TO SHOW YOU ON THE PLAN WHAT'S
10:28:38 GOING ON.
10:28:39 FOR THE RECORD, MY NAME IS DAN DELISI.
10:28:42 I AM A LAND USE PLANNER HERE REPRESENTING THE APPLICANT,
10:28:45 LENNAR.
10:28:47 I HAVE BRADLEY PICKARD WITH ME.
10:28:49 HE IS THE PROJECT ENGINEER.
10:28:51 IF YOU HAVE ANY DETAILED ENGINEERING QUESTIONS OR LOT
10:28:54 DESIGN, SITE DESIGN QUESTIONS, HE CAN ANSWER THOSE.
10:28:59 I ALSO HAVE REPRESENTATIVES OF LENNAR.
10:29:02 SO IF YOU HAVE QUESTIONS OF LENNAR, THEY ARE HERE AS WELL.
10:29:05 I DO WANT TO GO BACK FOR A MOMENT AND TALK ABOUT WHAT'S
10:29:11 GOING ON WITH THE PROPERTY.
10:29:12 THE PROPERTY AS YOU CAN SEE ON THE AERIAL AND AS STAFF
10:29:16 POINTED OUT, IT'S ON EAST BROADWAY ON THE SOUTH SIDE OF EAST
10:29:21 BROADWAY.
10:29:21 YOU CAN SEE THE RAILROAD TRACKS IN RED ON OUR WEST SIDE OF
10:29:26 THE PROPERTY.

10:29:28 AND THEN ON THE EAST SIDE OF THE PROPERTY IS SANDY LANE.
10:29:31 THIS PROPERTY COMPRISES TWO PARCELS.
10:29:35 5.5-ACRE PARCEL AND A 2-ACRE PARCEL.
10:29:40 THE 5.5-ACRE PARCEL IS ALREADY ZONED AS RPD FOR 16 UNITS.
10:29:46 SO WHAT WE'RE DOING IS WE'RE COMBINING THE TWO PARCELS, THE
10:29:50 ONE ZONED FOR 16 UNITS AND THEN AN ADDITIONAL TWO ACRES, AND
10:29:54 WE'RE REZONING IT FOR 17 UNITS.
10:29:56 WE'RE REALLY NOT ASKING FOR ANY INCREASE IN DENSITY HERE
10:30:01 OVER WHAT'S CURRENTLY APPROVED.
10:30:04 IN FACT, THE TWO ACRES, YOU CAN CERTAINLY PUT MORE THAN ONE
10:30:08 LOT ON IT, BUT THAT'S WHAT WE'RE DOING HERE.
10:30:13 ONE OF THE BENEFITS OF ADDING THIS NEW TWO AND A HALF -- OR
10:30:23 TWO ACRE PARCEL HERE THAT'S ALONG SANDY LANE IS IT ALLOWS US
10:30:28 TO OPEN UP THE SITE PLAN.
10:30:30 IF YOU LOOK AT THE OLD SITE PLAN, THOSE LOTS WERE VERY
10:30:34 SHALLOW.
10:30:34 THEY WERE VERY SMALL LOTS.
10:30:36 THEY WEREN'T GOING TO ACCOMMODATE THE VERY LARGE HOUSES.
10:30:41 SO THIS ALLOWS US TO OPEN UP THE SITE PLAN, NICER LOTS,
10:30:46 LARGER LOTS, NICER UNITS.
10:30:48 WE ARE IN THE VILLAGE NEIGHBORHOOD ONE LAND USE CATEGORY,
10:30:54 ONE TO FOUR UNITS AN ACRE.
10:30:56 WE'RE PROPOSING 2.26 UNITS AN ACRE AS A PRIOR PLAN
10:31:01 DEVELOPMENT WAS AT 2.9 UNITS AN ACRE.
10:31:04 SO WE'RE CONSISTENT WITH THE FUTURE LAND USE MAP.

10:31:06 I'M GOING TO JUST JUMP TO THE END AND SHOW YOU WHAT -- HOW
10:31:14 THE PLAN LAYS OUT.
10:31:18 AS STAFF POINTED OUT, WE HAVE AN INTERNAL ROAD HERE.
10:31:22 YOU CAN SEE WHERE THE EXISTING HOMES ARE ALONG SANDY LANE.
10:31:26 WE'RE NOT DIRECTLY ACCESSING SANDY LANE, WHICH IS A POSITIVE
10:31:32 THING I THINK FOR EVERYONE.
10:31:34 WE DO HAVE EMERGENCY JOINT ACCESS HERE ON THE SOUTH.
10:31:40 YOU CAN SEE A LITTLE CLEAR -- ON THIS MASTER CONCEPT PLAN,
10:31:51 IT'S DENOTED RIGHT HERE WITH THESE TWO LINES.
10:31:55 AT THE END OF THE CUL-DE-SAC.
10:31:56 SO WHEN THE PROPERTY TO THE SOUTH DEVELOPS, WE'RE GOING TO
10:32:01 HAVE THIS JOINT EMERGENCY ACCESS ROAD.
10:32:04 THEN YOU CAN SEE THE DETENTION AREAS ARE IN THIS HATCHED
10:32:09 AREA.
10:32:10 WHAT MARY WAS TALKING ABOUT OR WHAT STAFF WAS TALKING ABOUT
10:32:19 WITH THE OVERHEAD POWER LINES, THAT'S REALLY TO PROVIDE
10:32:23 ELECTRICITY TO THIS UNIT.
10:32:26 CURRENTLY THERE ARE OVERHEAD POWER LINES CROSSING THE

10:32:29 PROPERTY.
10:32:29 WE'RE WORKING WITH FPL TO BE ABLE TO CONTINUE TO PROVIDE
10:32:32 THEM THE ELECTRICITY THROUGH OUR PROPERTY.
10:32:38 SO WE ARE WORKING WITH THE PROPERTY OWNER ON THAT.
10:32:42 WE HAVE ALSO AGREED TO PUT THE OPAQUE FENCE THAT YOU JUST
10:32:46 HEARD ABOUT.
10:32:47 THAT'S AT THIS LOCATION ON THE WEST SIDE OF THE EXISTING

10:32:53 RESIDENTIAL LOT.
10:32:55 AND THEN THIS LOT RIGHT HERE IS RESTRICTED TO ONE STORY SO
10:33:02 YOU DON'T HAVE A SITUATION WHERE YOU HAVE A TWO-STORY HOUSE
10:33:05 OVERLOOKING THE BUFFER AREA TO THIS OTHER HOUSE.
10:33:09 WE HAVE AGREED TO LIMIT THIS ONE TO ONE STORY AT THE REQUEST
10:33:12 OF THE RESIDENT.
10:33:13 THIS IS THE TYPE OF HOMES WE'RE LOOKING AT.
10:33:18 THESE AREN'T THE ONLY EXAMPLES.
10:33:22 THERE ARE OTHERS.
10:33:26 YOU CAN SEE THE TYPES AND CHARACTER.
10:33:28 THEY ARE VERY NICE UNITS, LARGE, SPACIOUS UNITS.
10:33:32 WITH THAT, I'LL BE HAPPY TO ANSWER ANY QUESTIONS.
10:33:40 >>Mayor Ribble: COUNCILMAN HUNT.
10:33:40 >>Jeff Hunt: I HAVE SEVERAL QUESTIONS.
10:33:43 THE FIRST TO COMMENT, I WAS AT THE ZONING MEETING.
10:33:46 NICE TO SEE SOME OF THE INPUT ASKED FOR BY THE RESIDENTS.
10:33:51 APPRECIATE THAT.
10:33:52 CAN YOU GIVE ME A PRICE RANGE OF THE HOMES ANTICIPATED?
10:33:55 BROADLY.
10:33:57 >>Daniel DeLisi: WE'LL KEEP NOTES ON THAT AND I'LL HAVE
10:34:02 LENNAR GET UP AND ADDRESS THAT.
10:34:04 >>Jeff Hunt: GET A GENERAL IDEA.
10:34:06 SECONDLY, CAN YOU DEFINE THE SHARING OF COST STRUCTURE WITH
10:34:12 THE SEWER?
10:34:13 DID I GET THAT RIGHT?

10:34:15 WHAT DOES THAT MEAN AND HOW DOES IT WORK?
10:34:17 WHO MAINTAINS THE FENCE NOW ANTICIPATED?
10:34:26 >>Daniel DeLisi: LENNAR WILL MAINTAIN THAT FENCE.
10:34:32 >>David Willems: JUST REAL BRIEFLY, WHAT'S GOING TO HAPPEN
10:34:35 IS THE FIRST PHASE OF THE UTILITIES THAT ARE NEEDED ON
10:34:38 BROADWAY EAST AND SANDY LANE ARE GOING TO BE BUILT WITH THIS
10:34:41 PROJECT.
10:34:42 THAT WILL BE A LIFT STATION.
10:34:44 SOME GRAVITY SEWER AND A FORCE MAIN.
10:34:46 BUT THAT SYSTEM IS GOING TO SERVICE THAT WHOLE AREA

10:34:51 ULTIMATELY.
10:34:52 SO WHAT WILL HAPPEN IS WE'RE GOING TO CALCULATE WHAT THEIR
10:34:57 PROPORTIONATE SHARE IS.
10:34:58 THEY'LL PAY FOR ALL THAT.
10:34:59 THE VILLAGE WILL PAY THE REST OF IT AND THEN GET THAT MONEY
10:35:02 BACK FROM THE RESIDENTS ONCE THOSE RESIDENTS ARE HOOKED UP.
10:35:07 >>Jeff Hunt: THANK YOU.
10:35:09 >>Mayor Ribble: ANY OTHER QUESTIONS?
10:35:11 COUNCILMAN WARD.
10:35:15 >>Jim Ward: THE CURRENT ZONING IS YOU SAID ONE TO FOUR UNITS
10:35:22 PER ACRE.
10:35:22 >>Daniel DeLisi: THAT'S YOUR FUTURE LAND USE MAP.
10:35:25 >>Jim Ward: YOU'RE PROPOSING 2.2 PER ACRE.
10:35:27 >>Daniel DeLisi: THAT'S CORRECT.
10:35:28 >>Jim Ward: WHAT I'M TRYING TO UNDERSTAND, IS THE CURRENT

10:35:32 CODE FOUR PER ACRE OR ONE -- YOU SAY ONE, TWO, FOUR.
10:35:36 I DON'T UNDERSTAND.
10:35:38 >>Daniel DeLisi: SO YOU HAVE A ZONING MAP AND YOU HAVE A
10:35:41 FUTURE LAND USE MAP.
10:35:42 YOUR FUTURE LAND USE MAP IS YOUR BASE POLICY DOCUMENT THAT
10:35:47 GUIDES ALL GROWTH IN THE VILLAGE AND HAS FUTURE LAND USE
10:35:51 CATEGORIES.
10:35:51 SO EVERY ZONING THAT WE DO HAS TO BE CONSISTENT WITH A
10:35:57 FUTURE LAND USE CATEGORY.
10:35:58 YOUR FUTURE LAND USE CATEGORY FOR THIS AREA IS VILLAGE
10:36:03 RESIDENTIAL ONE, WHICH ALLOWS FOR RANGE BETWEEN ONE TO
FOUR
10:36:07 UNITS AN ACRE.
10:36:09 NOW, WHEN WE REZONE A PROPERTY, IT HAS TO BE CONSISTENT WITH
10:36:13 THAT.
10:36:13 SO WE CAN'T EXCEED FOUR UNITS AN ACRE.
10:36:16 >>Jim Ward: YOU COULD HAVE GONE TO FOUR.
10:36:19 >>Daniel DeLisi: THAT'S CORRECT.
10:36:19 >>Jim Ward: THANK YOU.
10:36:21 >>Mayor Ribble: ANYTHING ELSE?
10:36:24 >>Jon McLain: I'M LOOKING AT YOUR DEVIATIONS, DEVIATION
10:36:28 NUMBER ONE, SEPARATION DISTANCE ON COLLECTOR ROADS IS 330.
10:36:35 YOU'RE LOOKING FOR 293.
10:36:37 CAN YOU EXPLAIN TO ME WHAT THAT LOOKS LIKE?
10:36:39 I'M CONCERNED ABOUT WILL THAT HAVE IMPACT ON SANDY LANE FOR
10:36:46 FUTURE DEVELOPMENT.

10:36:46 WE'RE LOOKING AT BIKE LANES GOING IN THERE AND IMPROVING

10:36:49 THAT ROADWAY.
10:36:50 IS THIS ALL INTERNAL OR DOES IT AFFECT SANDY LANE --
10:36:55 BROADWAY, EXCUSE ME, BOTH, ACTUALLY?
10:36:58 >> IT WOULDN'T AFFECT EITHER BROADWAY OR SANDY LANE.
10:37:01 THE CONNECTION SEPARATION IS THE DISTANCE BETWEEN OUR
10:37:06 NORTH-SOUTH ROAD HERE AND SANDY LANE, WHICH IS HERE.
10:37:11 IT'S THAT DISTANCE BETWEEN THE TWO.
10:37:16 TYPICALLY IN AN IDEAL SCENARIO, YOU WOULD WANT AT LEAST 330
10:37:22 FEET OF A SEPARATION BETWEEN THESE TWO ROADS.
10:37:25 NOW, THAT WOULD PUSH THE INTERNAL ROAD OVER A LITTLE FARTHER
10:37:32 WEST IF WE DID THAT, WHICH ALSO ISN'T IDEAL.
10:37:37 IT'S JUST WE'RE TRYING TO LOCATE THE ROAD AS CENTRAL AS
10:37:41 POSSIBLE AND THE BEST LOCATION AS POSSIBLE.
10:37:44 AND AS FAR AWAY FROM SANDY LANE AS WE CAN REALISTICALLY DO
10:37:47 THAT.
10:37:47 >>Jon McLain: I GOT THAT.
10:37:49 THANK YOU.
10:37:49 YOU SHOWED THE EMERGENCY EXIT.
10:37:57 WHERE DOES THAT ACTUALLY GO OUT TO?
10:37:59 I SEE WHERE IT IS.
10:38:02 WHAT DOES IT CONNECT TO?
10:38:03 YOU SAID SOMETHING ABOUT THE FUTURE.
10:38:05 >>Daniel DeLisi: RIGHT NOW IT DOESN'T CONNECT TO ANYTHING.
10:38:07 THERE IS A VACANT PROPERTY TO THE SOUTH.

10:38:09 WHEN THAT COMES IN TO DEVELOP, THEY WILL PRESUMABLY NEED TO
10:38:14 CONNECT UP TO US AND HAVE THAT CROSS-ACCESS AGREEMENT
10:38:19 THROUGH THE PROPERTY.
10:38:21 >>Jon McLain: THAT COULD BE TEN YEARS OR IT COULD BE NEVER.
10:38:25 HOW DO YOU HANDLE THAT FROM AN EMERGENCY --
10:38:29 >>Daniel DeLisi: IT'S ONLY 17 LOTS.
10:38:31 FROM A FIRE PERSPECTIVE, THIS WASN'T A BIG ISSUE OR A BIG
10:38:36 CONCERN.
10:38:37 WE'RE PROVIDING IT AS IN THE FUTURE, IT MAY ADD A LITTLE BIT
10:38:45 OF AN INCREMENTAL BENEFIT.
10:38:48 NEITHER ADDRESSES A BIG CONCERN OF ANYONE NOR DOES IT
10:38:55 PROVIDE A HUGE BENEFIT IN THE FUTURE.
10:38:58 BUT WE'RE PROVIDING IT BECAUSE IT'S SOMETHING.
10:39:03 >>Mayor Ribble: I BELIEVE ACCORDING TO FIRE DEPARTMENT, THE
10:39:06 CIRCLE AT THE BOTTOM THERE CAN ACCOMMODATE ANY EMERGENCY
10:39:10 VEHICLES.
10:39:11 >>Jon McLain: I'M JUST CONCERNED, THE REASON FOR THAT IS
10:39:14 SAFETY IF THERE WERE TWO OR THREE HOMES ON THAT ROAD THAT
10:39:17 HAD A FIRE AND YOU ONLY HAD ONE WAY TO GET OUT, YOU COULD BE

10:39:21 BLOCKED FROM GETTING OUT OF THE DEVELOPMENT WITHOUT HAVING
10:39:23 THAT SECONDARY -- MARY LOOKS LIKE SHE'S GOT --
10:39:27 >>Mary Gibbs: MAY I ADD SOMETHING?
10:39:28 WHEN THIS CAME UP, THEY ASKED FOR A DEVIATION TO NOT
10:39:31 PROVIDE, TO JUST HAVE THE ONE ACCESS.
10:39:33 AND WE SAID YOU SHOULD PROVIDE AT LEAST AN EMERGENCY ACCESS.

10:39:36 WE TALKED TO THE FIRE DEPARTMENT AND HONESTLY THEY WERE OKAY
10:39:39 WITH THE DEVIATION BECAUSE THE PROPERTY IS SO SMALL AND IT
10:39:42 ONLY HAS 17 LOTS.
10:39:44 BUT WE WANTED THEM TO PROVIDE THE EMERGENCY ACCESS SO IF WE
10:39:46 HAVE THE OPPORTUNITY IN THE FUTURE BECAUSE MAYBE THERE IS A
10:39:51 DEVELOPMENT SOUTH OF THERE THAT HASN'T DEVELOPED YET.
10:39:53 AND IF YOU CAN CONNECT, THEN IT WOULD GO DOWN TO EITHER
10:39:56 SANDY LANE FURTHER SOUTH AND COME OUT OR GO TO CORKSCREW.
10:39:59 SO THERE IS AN OPPORTUNITY THERE, I THINK, WITH THE
10:40:02 EMERGENCY ACCESS, EVEN THOUGH IT MAY NOT HAPPEN OR MAY NOT
10:40:05 HAPPEN FOR YEARS.
10:40:06 BUT THAT WAS OUR SUGGESTION TO LENNAR.
10:40:12 >>Jon McLain: UNDER FINDINGS AND CONCLUSIONS, NUMBER THREE,
10:40:15 IT SAYS THE PLANNED DEVELOPMENT AMENDMENT WILL ADDRESS A
10:40:18 COMMUNITY NEED.
10:40:20 WHAT DO YOU SAY THE COMMUNITY NEED IS?
10:40:26 >>Daniel DeLisi: IS THAT UNDER MY NARRATIVE?
10:40:28 >>Jon McLain: SECTION 4, FINDING AND CONCLUSIONS, PARAGRAPH
10:40:32 NUMBER 3, THE PLANNED DEVELOPMENT AMENDMENT WILL ADDRESS A
10:40:35 COMMUNITY NEED.
10:40:36 I GUESS THAT COMES ALSO, I THINK JEFF'S COMMENTS, WHAT IS
10:40:41 THE -- I CAN'T REMEMBER WHO IT WAS.
10:40:44 IS THE PRICE GOING TO BE FOR LOWER INCOME OR HIGHER INCOME?
10:40:48 I'M JUST TRYING TO SAY WHEN YOU PUT THOSE IN WRITING, WHAT
10:40:51 IS THE NEED?

10:40:55 >>Daniel DeLisi: I DON'T KNOW IF IT WAS PART -- I'LL TELL
10:40:57 YOU JUST FROM THE APPLICANT STANDPOINT, I DON'T JUSTIFY
10:41:02 ZONINGS BASED ON NEED AS MUCH AS I DO CONSISTENCY WITH YOUR
10:41:06 COMPREHENSIVE PLAN.
10:41:07 SO YOUR COMPREHENSIVE PLAN LAYS OUT HOW WE'RE SUPPOSED TO
10:41:12 DEVELOP.
10:41:13 OUR JOB IS TO IMPLEMENT YOUR PLAN.
10:41:15 WE'RE WELL WITHIN THAT DENSITY.

10:41:17 AGAIN, WE'RE COMBINING EXISTING 16 UNIT RESIDENTIAL PLANNED
10:41:23 DEVELOPMENT WITH AN ADDITIONAL TWO ACRES.
10:41:26 WE'RE OPENING UP THE LOTS.
10:41:27 OPENING UP THE SITE PLAN.
10:41:28 IT IS A LOT NICER SITE PLAN THAN WHAT YOU HAVE TODAY.
10:41:31 FROM THAT STANDPOINT, I'D SAY WE'RE DEFINITELY CONSISTENT
10:41:34 WITH YOUR COMPREHENSIVE PLAN.
10:41:37 >>Nancy Stroud: DAVID, THAT IS CRITERIA FOR APPROVAL OF A
10:41:40 PUD, THAT IT ADDRESS A COMMUNITY NEED.
10:41:44 SO IF YOU WANT TO PUT IN ANY EVIDENCE ABOUT THE COMMUNITY
10:41:48 NEED THAT SUPPORTS THAT PUD, PLANNED DEVELOPMENT APPROVAL,
10:41:54 THIS IS YOUR TIME.
10:41:55 >>Daniel DeLisi: THE COMPREHENSIVE PLAN DOES TALK ABOUT
10:41:57 PROVIDING HOUSING FOR YOUR RESIDENTS.
10:42:01 THAT'S, AGAIN, WE'RE IMPLEMENTING THE COMPREHENSIVE PLAN.
10:42:06 >>Jon McLain: ONE OF THE COMPLAINTS I HEAR CONTINUOUSLY FROM
10:42:09 OUR CITIZENRY IS NO MORE DEVELOPMENT.

10:42:13 TRAFFIC IS ALREADY TOO BAD.
10:42:14 SO HERE WE'RE ADDING 17 MORE HOMES AND WE TALK ABOUT A
10:42:18 COMMUNITY NEED, I WOULD THINK OUR COMMUNITY THINKS WE
DON'T
10:42:22 NEED ANY MORE APARTMENTS.
10:42:25 >>Daniel DeLisi: IT'S A GOOD POINT.
10:42:27 THAT'S WHY I STARTED WITH WHAT YOU ALREADY HAVE IN YOUR
10:42:29 EXISTING ZONING.
10:42:30 YOU ALREADY HAVE 16 UNITS PLUS TWO ACRES, WHICH COULD EASILY
10:42:35 BE DEVELOPED FOR MINIMUM TWO LOTS.
10:42:39 AND THAT'S ONLY IF YOU DO THEM AS ONE-ACRE LOTS.
10:42:42 IF YOU WENT IN AND DID IT CONSISTENT WITH THE COMPREHENSIVE
10:42:45 PLAN, YOU CAN CONCEIVABLY GET MORE.
10:42:48 BUT MINIMUM TWO.
10:42:49 RIGHT NOW, YOU REALLY HAVE 18 LOTS.
10:42:53 WE'RE GOING TO 17.
10:42:54 WE'RE MAKING THEM NICER THAN THE CURRENT 16 IN THE CURRENT
10:42:59 PLANNED DEVELOPMENT PORTION OF IT.
10:43:01 SO I CERTAINLY THINK LENNAR IS DOING A GOOD THING.
10:43:07 >>Mary Gibbs: IN OUR STAFF REPORT, WE HAVE TO PUT THESE
10:43:09 FINDINGS IN THERE AND WHAT WE THINK WHAT OUR RESPONSES ARE.
10:43:14 AND WE SAID THIS WAS MORE, ALSO MORE COMPATIBLE WITH THE
10:43:18 EXISTING AREA.
10:43:20 BECAUSE IF YOU RECALL, WE DID HAVE THAT PROPOSAL FOR THE
10:43:22 CHURCH, BUT IT HAD THE DAY CARE WITH 180 STUDENTS AND
10:43:25 EVERYBODY IN THE AREA WAS VERY UPSET ABOUT THE TRAFFIC AND

10:43:29 THE IMPACTS OF THAT.
10:43:30 SO WHEN WE LOOKED AT THAT, WE SAID THIS IS MUCH MORE
10:43:33 COMPATIBLE WITH THE AREA, SO IT ADDRESSES A NEED IN THAT
10:43:37 WAY, ALSO MORE CONSISTENT WITH THE NEIGHBORHOOD.
10:43:41 >>Jon McLain: SOMETIMES WHEN I LOOK AT COMMUNITY NEED, WHAT
10:43:44 I HAVE SEEN IN THE PAST, A LOT OF TIMES PUT IN SMALL PARK
10:43:50 FOR RECREATION.
10:43:51 OBVIOUSLY, YOU DON'T HAVE MUCH ACREAGE IN HERE.
10:43:54 I THINK LOOKING FOR FUTURE IMPROVEMENTS, WHEN WE ADDRESS A
10:43:58 COMMUNITY NEED AND ALL WE'RE DOING IS PUTTING HOMES IN, I
10:44:02 GUESS I'M LOOKING AT WE WANT TO MAKE ESTERO SPECIAL SO WE
10:44:07 PUT A NEW DEVELOPMENT IN, HOW DO WE MAKE IT SPECIAL WITH
10:44:10 THIS NEW DEVELOPMENT?
10:44:11 I DON'T SEE THAT PARTICULARLY HERE.
10:44:14 MAYBE IT'S BETTER WITH A DAY CARE AND THE TRAFFIC AND THE
10:44:18 LIKE THAT'S IN THERE.
10:44:19 I'LL LET THAT PASS.
10:44:20 I HAVE ONE OTHER QUESTION.
10:44:21 I THINK I HAVE THE ANSWER.
10:44:23 SITE DEVELOPMENT REGULATIONS, A MINIMUM SIDE SETBACK IS FIVE
10:44:27 FEET.
10:44:27 SO I TAKE THAT TO MEAN, COULD THE HOMES BE AS CLOSE AS TEN
10:44:32 FEET TO EACH OTHER?
10:44:33 THEY ARE FIVE FEET AWAY FROM PROPERTY --
10:44:37 >>Daniel DeLisi: YEAH, THAT'S CORRECT.

10:44:38 >>Jon McLain: ARE YOU EXPECTING THESE LOTS WILL BE THAT
10:44:41 CLOSE DEPENDING ON THE HOME THAT YOU BUILD?
10:44:44 >>Daniel DeLisi: I WOULD HAVE TO DEFER --
10:44:45 >>Jon McLain: YOU HAVEN'T REALLY TOLD US WHAT KIND OF HOME
10:44:48 YOU'RE GOING TO BUILD.
10:44:49 >>Daniel DeLisi: WE HAVE THE PICTURES.
10:44:50 BUT LENNAR CAN GET UP HERE AND ADDRESS THE PRICE POINTS.
10:44:53 THREE-CAR GARAGES.
10:44:58 THEY ARE PRETTY NICE HOMES.
10:45:01 >>Jon McLain: YEAH, THEY LOOK NICE.
10:45:02 ARE THEY GOING TO ADDRESS THE PRICE POINT?
10:45:05 >>Daniel DeLisi: YES.
10:45:06 >>Jon McLain: ONE OTHER QUESTION I HAVE IS, THE PLAN SHOWS
10:45:11 THE EXTERIOR LANDSCAPING, A LITTLE BIT OF IT, THE LOTS
10:45:14 OBVIOUSLY DON'T SHOW ANY, BUT THERE WILL BE GRASS,
10:45:17 SPRINKLERS, I TAKE IT, ON THE PRICE POINT, MAYBE A TREE OR
10:45:21 TWO IN THE FRONT YARD.

10:45:23 AND THAT'S EARLY IN THIS PROCESS, I KNOW.
10:45:25 WHEN I LOOK AT A BLANK SCREEN, I LIKE TO FIND OUT WHERE IT'S
10:45:29 GOING TO GO.
10:45:30 >>Daniel DeLisi: LENNAR CAN TALK ABOUT THE LANDSCAPE PACKAGE
10:45:32 AS WELL.
10:45:35 >> MATT, LENNAR.
10:45:36 OUR PRICE POINT CURRENTLY FOR THESE HOMES IS BETWEEN SEVEN
10:45:40 AND EIGHT HUNDRED THOUSAND.

10:45:41 WE'RE 2200 TO 3200 SQUARE FEET.
10:45:44 AND EACH HOME WILL HAVE A LANDSCAPE PACKAGE THAT CONSISTS
OF
10:45:49 THREE TO FOUR TREES PER LOT.
10:45:54 >>Jon McLain: THANK YOU.
10:45:58 >>Vice-Mayor Zalucki: THANK YOU, MATT, FOR STEPPING UP.
10:45:59 ONE OF THE QUESTIONS I HAD IS IT LOOKS LIKE LOOKING AT THE
10:46:02 PICTURES OF THE TWO MODEL HOMES THAT YOU HAVE ON THIS
10:46:04 PRESENTATION, IT LOOKS LIKE THE BOTTOM ONE IS A SORRENTO.
10:46:08 IS IT FAIR TO SAY THESE ARE MANOR LEVEL HOMES?
10:46:11 TWO LEVELS, MANOR AND EXECUTIVE AT LENNAR, CORRECT?
10:46:14 >> CORRECT.
10:46:15 >>Vice-Mayor Zalucki: EXECUTIVE LOWER, MANOR IS HIGHER END,
10:46:17 FAIR TO SAY?
10:46:18 >> CORRECT.
10:46:20 >>Vice-Mayor Zalucki: WITH THE THREE LOTS THAT ARE CONFINED
10:46:22 TO SINGLE STORY, ARE THOSE GOING TO BE MANOR HOMES?
10:46:25 THEY ARE NOT GOING TO BE EXECUTIVE?
10:46:27 >> I BELIEVE THOSE WILL ALSO BE MANOR HOMES, CORRECT.
10:46:30 >>Vice-Mayor Zalucki: COULD YOU GET US A DEFINITE ON THAT?
10:46:32 SO WE HAVE AN IDEA OF THE CONSISTENCY OF THE QUALITY THROUGH
10:46:36 THE NEIGHBORHOOD.
10:46:37 >> I WILL TRY TO GET YOU THAT.
10:46:38 >>Vice-Mayor Zalucki: APPRECIATE IT.
10:46:39 >>Mayor Ribble: ANYTHING ELSE, COUNCIL?
10:46:42 ALL RIGHT.

10:46:43 THANK YOU, MATT.
10:46:44 AT THIS TIME, WE WILL OPEN THE PUBLIC PORTION OF THE
10:46:47 HEARING.
10:46:48 MADAM CLERK, WHO DO WE HAVE TO SPEAK?
10:46:50 >>Carol Sacco: YES, WE HAVE MR. JOE BRINKLE.
10:46:58 >> MY NAME IS JOE.
10:47:01 I HAVE THE PROPERTY WHICH IS JUST ON THE SOUTHEAST LITTLE L
10:47:07 SHAPE, RIGHT WHERE THE HAND IS RIGHT THERE.

10:47:18 THAT PROPERTY.
10:47:19 LENNAR HAS WORKED WITH US REALLY WELL GETTING A FENCE PUT
10:47:22 UP.
10:47:22 WE THANK THEM FOR THAT.
10:47:23 WE THANK THEM FOR MAKING SURE OUR OVERHEAD SERVICE, WHICH
IS
10:47:26 THE REAR OF THE PROPERTY, IS UNDERGROUND OR COMES FROM
THEIR
10:47:31 PROPERTY.
10:47:32 THEY HAVE AGREED TO THAT, WHICH IS GOOD.
10:47:33 MY QUESTION IS THAT THEY HAVE AGREED TO A FENCE.
10:47:37 I JUST WANTED TO KIND OF MAKE A STATEMENT THAT IF A
10:47:40 HURRICANE KNOCKS THE FENCE DOWN, DOES THAT HAVE TO BE PUT
10:47:45 BACK UP?
10:47:45 DOES IT HAVE TO BE MAINTAINED?
10:47:48 IF THE FENCE BECOMES DISREPAIR, DOES LENNAR HAVE TO REPAIR
10:47:52 THE FENCE, OR IS THIS A ONE-SHOT DEAL FOR US, PUTTING UP A
10:47:56 FENCE AND WHATEVER HAPPENS, HAPPENS.
10:47:59 I WANT TO MAKE NOTE OF THAT.

10:48:00 WE APPRECIATE THE ONE STORY NEXT TO OUR HOME.
10:48:02 THE LAST THING WAS STREETLIGHTS WERE A QUESTION WE HAD IN
10:48:05 THE LAST MEETING.
10:48:06 BECAUSE THERE IS A ROAD IN FRONT OF OUR HOMES AND A ROAD IN
10:48:09 BACK OF OUR HOME, WHICH IS NOT NORMAL.
10:48:14 THEY ARE PUTTING STREETLIGHTS IN, AND THERE WAS SOME
10:48:17 DISCUSSION ABOUT THEM JUST PUTTING LIGHTS UP AT EVERY
10:48:19 MAILBOX INSTEAD OF BIG STREETLIGHTS.
10:48:21 SO WE HAD A CONCERN ABOUT OUR BACKYARD BEING FILLED WITH
10:48:25 LIGHT.
10:48:25 AND THEY WERE SAYING ILLUMINATION SHOULDN'T COME IN THERE,
10:48:28 SO ON AND SO FORTH.
10:48:29 BUT STREETLIGHTS WERE A CONCERN OF OURS THAT HASN'T BEEN
10:48:33 ADDRESSED.
10:48:34 SO WE WANTED TO MAKE NOTE OF THAT.
10:48:36 LASTLY, I WANTED TO MENTION THE TRAFFIC ON SANDY LANE, THAT
10:48:40 I DON'T KNOW IF ALL OF YOU DRIVE DOWN SANDY LANE.
10:48:44 IT IS A VERY SMALL ROAD.
10:48:45 IT GOES HARDLY ANYWHERE.
10:48:47 WE KEEP PILING STUFF ON THERE, INCLUDING WHAT WE WERE
10:48:50 DISCUSSING EARLIER WITH THE PARK THAT THEY WANT TO OPEN UP
10:48:52 TO THE PUBLIC AT THE END OF BROADWAY.
10:48:56 THERE'S NOT A LOT OF DISCUSSION ABOUT HOW TO SLOW DOWN THE
10:49:00 TRAFFIC ON SANDY LANE.

10:49:01 WE PUT OUR -- OUR MAIL IS OUT THERE.

10:49:04 OUR GARBAGE BINS ARE OUT THERE.
10:49:06 I ROUTINELY SEE PEOPLE DRIVING DOWN THIS ROAD DOING 70 MILES
10:49:10 AN HOUR ON A 30-MILE AN HOUR ROAD.
10:49:12 THERE IS NO CONSIDERATION FOR THE RESIDENTS ON THIS ROAD,
10:49:15 NOT ONLY THROUGH LEE COUNTY SHERIFF'S DEPARTMENT OR
THROUGH
10:49:18 THE COUNCIL TO SLOW DOWN THAT TRAFFIC.
10:49:22 SO I HAVE REQUESTED THAT MAYBE WE PUT UP SOME KIND OF --
10:49:26 SOMETHING ON THE ROAD TO SLOW DOWN THE TRAFFIC BECAUSE IT
10:49:29 CAN'T BE MONITORED 24/7.
10:49:32 BUT OUR HOMES ARE AT A DETRIMENTAL LEVEL.
10:49:36 THE MORE WE PUT PEOPLE ON THAT ROAD, THE HIGHER THE
10:49:39 POSSIBILITY OF PEOPLE SCREAMING DOWN THAT ROAD, WHICH IS
10:49:42 WHAT THEY DO RIGHT NOW.
10:49:43 I WANTED TO MAKE THAT NOTE.
10:49:45 I ASKED IF THE COUNCIL COULD ASK ABOUT THE FENCE, AND I
10:49:48 WOULD ASK IF THE COUNCIL COULD ASK ABOUT THE STREETLIGHTS.
10:49:51 AND THEN I WOULD ALSO ASK THE COUNCIL TO CONSIDER WAYS TO
10:49:55 SLOW DOWN THE TRAFFIC ON SANDY LANE, ESPECIALLY SINCE THIS
10:49:58 COMMUNITY WILL BE PUTTING MORE CARS INTO THAT.
10:50:01 >>Mayor Ribble: THANK YOU, JOE.
10:50:03 >>Carol Sacco: THERE ARE NO OTHERS AND NO E-COMMENTS.
10:50:05 >>Mayor Ribble: ALL RIGHT.
10:50:08 COUNCIL CAN ASK JOE A QUESTION.
10:50:18 >>Nancy Stroud: YES, OF COURSE.
10:50:21 >>Rafael Lopez: WHAT TIME DO YOU SEE THE SPEEDING?

10:50:23 CERTAIN TIME OF DAY?
10:50:25 >> SPEEDING ON SANDY LANE IS ALL THE TIME.
10:50:27 IN THE EARLY MORNING HOURS, PEOPLE USE IT AS A CUT-THRU TO
10:50:32 GET FROM CORKSCREW TO 41 WHEN THEY COULD EASILY GO RIGHT
10:50:36 FROM CORKSCREW TO 41 AND MAKE A RIGHT.
10:50:38 BUT THEY USE IT BECAUSE THEY CAN DRIVE 80 MILES AN HOUR DOWN
10:50:42 THAT ROAD.
10:50:42 IT IS VERY SELDOM -- I CALL THE SHERIFF'S DEPARTMENT
10:50:46 REGULARLY TO ASK FOR ENFORCEMENT.
10:50:48 THEY COME OUT FOR LIKE THREE, FOUR HOURS AND THEN THAT'S IT.
10:50:51 I FEEL LIKE WE NEED TO DO SOMETHING, WHETHER THAT'S PUT UP
10:50:55 MORE SPEED SIGNS OR SOME KIND OF HUMP OR SOMETHING TO SLOW
10:51:01 PEOPLE DOWN ON THIS LITTLE UNIMPROVED ROAD.
10:51:04 I WAS MAKING NOTE OF IT ONLY BECAUSE THIS COMMUNITY --
10:51:07 ALTHOUGH WE LOVE THE COMMUNITY.

10:51:08 WE WANT THE COMMUNITY THERE, IT'S BETTER THAN A DAY CARE AND
10:51:12 ALL OF THAT.
10:51:13 WE'RE HAPPY WITH THE HOMES THEY ARE PUTTING UP, BUT WE DO
10:51:16 KNOW THAT'S GOING TO INCREASE TRAFFIC ON SANDY LANE AS IS
10:51:19 THE OTHER THING WE WERE TALKING ABOUT.
10:51:20 WE'RE KIND OF LIKE IN OUR HOME SITTING THERE WITH THESE CARS
10:51:25 ZOOM, ZOOM.
10:51:25 AT NIGHT, IT'S LIKE, I DON'T KNOW IF IT'S KIDS OR WHAT IT
10:51:29 IS, THE LITTLE MUSTANGS, THE RRRRR, AND THEY ARE JUST
10:51:33 SCREAMING DOWN THAT ROAD.

10:51:35 I DON'T KNOW IF THERE IS ANYTHING THAT CAN BE DONE.
10:51:37 >>Rafael Lopez: THANK YOU.
10:51:40 >>Mayor Ribble: DAN.
10:51:43 >>Daniel DeLisi: SO JUST TO ANSWER A FEW QUESTIONS, ONE IS
10:51:47 CONFIRMATION THAT THE SINGLE STORIES WILL BE MANOR HOMES.
10:51:51 AS FAR AS LIGHTING GOES, WE WILL HAVE STREETLIGHTS ALONG OUR
10:52:00 ROAD.
10:52:01 YOUR LIGHTING CODE REQUIRES CASTING LIGHTS DOWNWARD AND
NO
10:52:06 OFF-SITE SPILLAGE.
10:52:08 YOU DO HAVE A LIGHTING CODE THAT ADDRESSES HIS CONCERN VERY
10:52:11 SPECIFICALLY.
10:52:11 I'LL TELL YOU, WHEN ESTERO ENACTED THAT LIGHTING CODE EARLY
10:52:17 ON, IT WAS INCREDIBLY STRICT.
10:52:19 IT IS A VERY GOOD, EFFECTIVE LIGHTING CODE.
10:52:24 AS FAR AS THE FENCE GOES, WE ARE REQUIRED TO MAINTAIN IT.
10:52:27 IT'S ON THE MASTER CONCEPT PLAN.
10:52:29 IF A HURRICANE BLEW IT OVER AND WE DIDN'T PUT IT BACK UP, WE
10:52:33 WOULD NOT BE IN CONFORMANCE WITH OUR ZONING AND MARY
COULD
10:52:37 COME OUT OR CODE ENFORCEMENT PEOPLE COULD COME OUT AND
RAISE
10:52:41 HELL FOR LENNAR.
10:52:44 WE ARE REQUIRED TO DO THAT.
10:52:45 I THINK JUST ON A FINAL NOTE, I USED TO LIVE ON WEST
10:52:48 BROADWAY.
10:52:49 WHEN MY SON WAS BORN, HE WAS AT THE DAY CARE AT THE
10:52:54 METHODIST CHURCH JUST TO THE WEST OF THIS, AND WE DO HAVE A

10:52:58 LOT OF EXPERIENCE ON THIS SECTION OF SANDY LANE.
10:53:02 HE'S RIGHT.
10:53:04 PEOPLE SPEED.
10:53:05 IT'S VERY STRAIGHT.

10:53:09 SO WHATEVER COUNCIL CAN DO TO HELP THEM UP WOULD BE
10:53:12 POSITIVE.
10:53:13 THANKS.
10:53:14 >>Mayor Ribble: THANK YOU.
10:53:15 >>Mary Gibbs: MAY I MAKE A SUGGESTION?
10:53:16 I THINK, AND MAYBE IT WAS DAN THAT WAS SPEEDING -- JUST
10:53:20 KIDDING.
10:53:20 [LAUGHTER]
10:53:21 I WOULD SUGGEST THAT WE ADD SOME LANGUAGE ABOUT THE FENCE
10:53:30 JUST TO BE CLEAR.
10:53:31 THEY DO HAVE TO MAINTAIN IT.
10:53:34 SUGGEST ADD TO CONDITION THREE, THE PATTERN BOOK CONDITION
10:53:37 AND ADD A SENTENCE THAT SAYS THE FENCE SHOWN IN THE PATTERN
10:53:40 BOOK MUST BE MAINTAINED BY THE APPLICANT.
10:53:43 THAT JUST MAKES IT CLEAR.
10:53:44 OKAY, THE PROPERTY OWNER.
10:53:48 WITH REGARD TO THE STREETLIGHTS, DAN IS RIGHT, OUR CODE IS
10:53:53 PRETTY STRICT, BUT WE CAN LOOK AT, I THINK WHEN THE
10:53:56 DEVELOPMENT ORDER COMES IN, WE CAN LOOK AT THE PLACEMENT
OF
10:53:58 STREETLIGHTS TO SEE WHERE THEY ARE LOCATED AND SEE IF WE CAN
10:54:04 HELP WITH THE NEIGHBOR.

10:54:09 >>Vice-Mayor Zalucki: MARY, I HAVE A QUESTION FOR YOU.
10:54:11 WOULD IT MAKE SENSE TO CODIFY THE LEVEL OF MODEL HOME?
10:54:15 IN OTHER WORDS, THEY ARE COMMITTING TO BUILDING MANOR
HOMES
10:54:18 ONLY IN THIS PARTICULAR NEIGHBORHOOD?
10:54:22 WOULD IT BE SUBSTANTIAL TO GO AHEAD AND PUT THAT IN THE
10:54:28 CONDITION?
10:54:30 >>Daniel DeLisi: I'M NOT AN ATTORNEY -- I THINK THAT THAT'S
10:54:40 -- YOU'RE GOING DOWN A VERY SCARY PATH.
10:54:43 >>Vice-Mayor Zalucki: YOU COMMITTED TO IT.
10:54:45 >> ABSOLUTELY.
10:54:45 THERE'S NO QUESTION ABOUT IT.
10:54:47 >>Jon McLain: IT'S ON THE RECORD.
10:54:48 >>Nancy Stroud: YOU'VE AGREED THAT THAT'S WHAT YOU ARE
10:54:50 BUILDING.
10:54:50 THE PATTERN BOOK WILL SHOW THE QUALITY OF THE HOMES AS WELL.
10:54:54 >>Vice-Mayor Zalucki: WHAT WE RECEIVED WERE JUST TWO-STORY
10:54:58 HOMES, NOT THE SINGLE-STORY HOMES.
10:55:00 THAT'S WHY I WANT TO MAKE SURE EVERYBODY IS CLEAR.
10:55:02 IF IT REQUIRES TO PUT IN A CONDITION, THEN EVERYBODY IS ON
10:55:05 THE SAME PAGE, THERE'S NO QUESTION.

10:55:07 >>Daniel DeLisi: LOOK, AGAIN, I'M NOT AN ATTORNEY, BUT I
10:55:11 THINK THERE ARE LEGAL PARAMETERS FOR HOW YOU CAN PUT THINGS.
10:55:14 THAT'S MY ONLY OBJECTION.
10:55:16 YOU HAVE HEARD THE COMMITMENTS WE'VE MADE.
10:55:21 THOSE ARE THE COMMITMENTS.

10:55:23 BUT I'M JUST SAYING FROM A PRECEDENT STANDPOINT, I THINK
10:55:28 THAT --
10:55:29 >>Nancy Stroud: I DON'T HAVE ANY PROBLEM WITH THAT
10:55:31 CONDITION.
10:55:32 THEY HAVE AGREED TO IT.
10:55:33 WE'LL JUST ADD IT IN.
10:55:34 >>Vice-Mayor Zalucki: I DON'T THINK IT NEEDS TO BE
10:55:36 COMPLICATED.
10:55:36 >>Vice-Mayor Zalucki: ONE OTHER QUESTION, DAN, IF YOU DON'T
10:55:40 MIND.
10:55:41 SORRY, YOU'RE WALKING BACK AND FORTH.
10:55:42 IS THERE GOING TO BE AN HOA FORMED OUT OF THIS SMALL UNGATED
10:55:48 COMMUNITY?
10:55:48 THERE IS GOING TO BE AN HOA?
10:55:55 >>Daniel DeLisi: YES.
10:55:56 >>Vice-Mayor Zalucki: THANK YOU.
10:55:58 >>Mayor Ribble: ANYTHING ELSE FROM COUNCIL?
10:56:03 >>Robert Eschenfelder: I'M SORRY.
10:56:04 I'M NOT COUNCIL.
10:56:04 I DO HAVE A QUESTION, NOT TO CREATE A LEGAL CONCERN FOR
10:56:08 MS. STROUD.
10:56:10 IT WAS SAID WITH RESPECT TO THE MAINTENANCE OF THE FENCE,
10:56:15 DIRECTOR GIBBS SAID THE APPLICANT.
10:56:18 THE CONSULTANT SAID LET'S SAY THE OWNER.
10:56:21 WHAT HAPPENS IF THE PARCEL CHANGES HANDS?

10:56:26 IS THERE A SCENARIO WHERE LENNAR IS OFF THE HOOK FOR THE
10:56:32 FENCE?
10:56:34 >>Daniel DeLisi: THIS IS MY CONCERN WITH MANOR HOMES.
10:56:40 YOU HAVE A PATTERN BOOK FOR A REASON TO HOLD ANYONE TO WHAT
10:56:47 WE'RE REPRESENTING TODAY, THE STYLE AND THE COMMITMENT.
10:56:52 ZONINGS RUN WITH THE LAND.
10:56:54 IF IT SELLS, SOMEONE HAS AN OBLIGATION TO BUILD TO THE
10:56:59 QUALITY THAT WE'RE REPRESENTING TODAY IN THE PATTERN BOOK.
10:57:02 THAT'S WHAT THE PATTERN BOOKS ARE FOR.
10:57:05 BUT TO REQUIRE A MANOR HOME, WHAT IF THEY DON'T HAVE
10:57:09 SOMETHING CALLED A MANOR HOME?
10:57:11 YOU PUT IT IN A CONDITION, NOW A NEW APPLICANT HAS TO COME

10:57:15 UP WITH A MANOR HOME TO BE IN COMPLIANCE WITH A CONDITION
10:57:18 RATHER THAN JUST BUILD TO THE QUALITY OF THE PATTERN BOOK
10:57:22 ITSELF.
10:57:23 IT'S THE SAME THING WITH WHY I SAID THE PROPERTY OWNER,
10:57:26 BECAUSE THE APPLICANT IS THE PERSON HERE TODAY APPLYING, BUT
10:57:30 WHAT HAPPENS IF LENNAR ENDS UP -- I MEAN, THEY ARE FULLY
10:57:34 INTENT TO MOVE FORWARD WITH BUILDING IT RIGHT AWAY, BUT WHAT
10:57:39 HAPPENS IF SOMETHING CHANGES IN THE MARKET AND THEY HAVE TO
10:57:41 SELL?
10:57:41 ZONING IS STILL THERE.
10:57:43 IT RUNS WITH THE LAND.
10:57:44 IT IS THE PROPERTY OWNER WHO SHOULD BE REQUIRED TO MAINTAIN
10:57:48 THE FENCE.

10:57:49 OR FACT IS, LENNAR SELLS OUT, HOMEOWNER'S ASSOCIATION IS IN
10:57:53 CONTROL, THEY SHOULD BE THE ONES REQUIRED TO MAINTAIN THE
10:57:56 FENCE, NOT THE APPLICANT.
10:57:58 BOTH OF THOSE REASONS ARE REASONS WHY I WOULD SAY BE
CAREFUL
10:58:05 ON HOW YOU WRITE CONDITIONS.
10:58:07 BECAUSE THE ZONING IS HERE TO STAY.
10:58:09 IT'S PERMANENT.
10:58:11 IT'S LONG TERM.
10:58:14 >>Mayor Ribble: AS LENNAR FINISHES THE BUILD-OUT, THEY WILL
10:58:17 CONVERT ALL THE RESPONSIBILITY TO THE HOA.
10:58:21 >>Nancy Stroud: NORMALLY THAT'S EXACTLY WHAT HAPPENS.
10:58:23 AND THEN THE HOA DOCUMENTS WILL SAY WHO IS RESPONSIBLE FOR
10:58:28 MAINTENANCE.
10:58:29 BUT IN ANY EVENT, IT'S PART OF THE ZONING.
10:58:31 IT WILL BE PART OF THE DEVELOPMENT ORDER WHEN IT'S APPROVED.
10:58:34 SO THE MAINTENANCE WILL BE ENSURED.
10:58:38 I'M SORRY.
10:58:40 DID I ANSWER -- DID HE ANSWER YOUR QUESTION ABOUT -- DID WE
10:58:46 ANSWER YOUR QUESTION ABOUT THE FENCE MAINTENANCE?
10:58:49 >>Robert Eschenfelder: I WANT TO MAKE SURE YOU ARE
10:58:51 COMFORTABLE.
10:58:51 >>Nancy Stroud: YES.
10:58:53 >>Robert Eschenfelder: THE VILLAGE HAS DEALT RECENTLY WITH
10:58:56 SIMILAR LENNAR SITUATION WHERE THEY ARE SUPPOSEDLY REQUIRED
10:59:01 TO MAINTAIN SIDEWALK AND THEY HAVEN'T.

10:59:02 AND THE VILLAGE HAS CONTACTED THEM AND CODE ENFORCEMENT
HAS
10:59:05 CONTACTED THEM AND THEY HAVE REFUSED.

10:59:09 AND NOW THERE'S BEEN AN INJURY.
10:59:11 AND NOW THERE IS A CLAIM.
10:59:15 IT'S A CONCERN WHEN PROMISES ARE MADE TO MAINTAIN COMMON
10:59:19 AREAS.
10:59:21 >>Nancy Stroud: WE CAN'T GUARANTEE THAT OWNERS ARE ALWAYS
10:59:23 GOING TO BE RESPONSIBLE, BUT THAT'S WHY WE HAVE CODE
10:59:25 ENFORCEMENT AND THE ABILITY TO HAVE -- YOU KNOW, WE HAVE TO
10:59:31 GO IN AND TRY TO ENFORCE IT.
10:59:34 BUT FOR THESE QUALITY OF HOMES, I IMAGINE THAT THE FENCE
10:59:39 MAINTENANCE SHOULD NOT BE A BIG PROBLEM.
10:59:44 >>Mayor Ribble: IS THERE ANYTHING ELSE?
10:59:45 ALL RIGHT.
10:59:47 I WILL CLOSE THE PUBLIC COMMENT SECTION.
10:59:49 COUNCIL, DO YOU HAVE ANYTHING FURTHER?
10:59:51 ALL RIGHT.
10:59:56 WE NEED A MOTION.
10:59:58 NANCY, I WILL GO BACK TO YOU.
11:00:00 WILL WE ADD ANYTHING TO CONDITION 3?
11:00:02 >>Nancy Stroud: YES.
11:00:03 CONDITION 3 WOULD ADD THE FOLLOWING: THE FENCE SHOWN IN
THE
11:00:10 PATTERN BOOK MUST BE MAINTAINED BY THE PROPERTY OWNER.
11:00:14 AND THEN I WOULD SUGGEST APPLICANT AGREES THAT ALL HOMES
11:00:19 WILL BE LENNAR, QUOTE, MANOR HOME, CLOSED QUOTE, QUALITY.

11:00:30 >>Mayor Ribble: ALL RIGHT.
11:00:31 CAN I HAVE A MOTION STATING THE ADDITIONS TO CONDITION 3 OF
11:00:37 MAINTENANCE OF THE FENCE BY THE PROPERTY OWNER AND THAT
11:00:41 LENNAR WILL BUILD MANOR HOMES.
11:00:46 >>Vice-Mayor Zalucki: I'LL MAKE THAT MOTION.
11:00:48 >>Mayor Ribble: VICE-MAYOR.
11:00:49 SECOND BY COUNCILMAN HUNT.
11:00:50 MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
11:00:54 >>Jim Ward: AYE.
11:00:56 >>Rafael Lopez: AYE.
11:00:58 >>Lori Fayhee: AYE.
11:00:59 >>Jon McLain: AYE.
11:01:01 >>Jeff Hunt: AYE.
11:01:02 >>Vice-Mayor Zalucki: AYE.
11:01:02 >>Mayor Ribble: AYE.
11:01:04 BEFORE WE PROCEED TO ITEM 7C, I WANT TO ACKNOWLEDGE SOME
11:01:14 FLORIDA GULF COAST STUDENTS WHO HAVE GRACIOUSLY JOINED US
11:01:19 TODAY.
11:01:20 THANK YOU FOR YOUR TIME FOR BEING HERE.

11:01:21 WE APPRECIATE YOU FOLLOWING US.
11:01:23 THANK YOU.
11:01:23 ITEM 7C, SECOND READING, ORDINANCE NUMBER 2025-08 UNSAFE
11:01:31 STRUCTURES.
11:01:32 MADAM CLERK, WILL YOU PLEASE READ -- HAS IT BEEN PROPERLY
11:01:36 ADVERTISED?

11:01:37 >>Carol Sacco: YES, MAYOR.
11:01:38 >>Mayor Ribble: WILL YOU PLEASE READ THE ORDINANCE?
11:01:39 >>Carol Sacco: ORDINANCE 2025-08, AN ORDINANCE OF THE
11:01:42 VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING
11:01:45 A NEW CHAPTER 23 REGARDING PROPERTY MAINTENANCE; CREATING A
11:01:48 NEW ARTICLE II, UNSAFE STRUCTURES, OF CHAPTER 23 TO PROVIDE
11:01:53 FOR THE PROHIBITION OF UNSAFE STRUCTURES AND FOR THE
11:01:56 AUTHORITY OF THE VILLAGE TO ENSURE SUCH STRUCTURES ARE
11:01:58 ABATED OR REMOVED; MAKING RELATED FINDINGS; PROVIDING FOR
11:02:02 CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.
11:02:06 >>Mayor Ribble: THANK YOU.
11:02:08 STEVE -- IS STEVE STILL WITH US?
11:02:10 >>Steven Sarkozy: YES, MAYOR.
11:02:11 >>Mayor Ribble: WOULD YOU LIKE TO INTRODUCE THIS?
11:02:14 >>Steven Sarkozy: THIS ITEM COMES TO YOU AFTER IT WAS
11:02:18 PREVIOUSLY REVIEWED -- PRESENTED BY THE ATTORNEY.
11:02:22 AND ALSO OUR CODE ENFORCEMENT DIVISION WHO HAVE IDENTIFIED
A
11:02:26 GAP IN OUR CODE THAT CAN BE ADDRESSED IN ADVANCE OF ANY
11:02:32 PARTICULAR PROBLEM.
11:02:33 I THINK IT WOULD BE BEST TO TURN IT OVER TO ROB
11:02:36 ESCHENFELDER, OUR VILLAGE ATTORNEY, FOR DETAIL OF THIS
11:02:41 PROPOSED ORDINANCE.
11:02:42 ROB?
11:02:43 >>Robert Eschenfelder: MAYOR AND COUNCIL, WE'VE ALREADY GONE
11:02:46 THROUGH THIS IN A PREVIOUS MEETING, UNLESS YOU HAVE ANY

11:02:48 QUESTIONS, YOU KNOW THE INTENT OF IT.
11:02:52 >>Mayor Ribble: ANY QUESTIONS?
11:02:52 IS THERE ANY PUBLIC COMMENT?
11:02:54 >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
11:02:58 >>Mayor Ribble: ALL RIGHT.
11:02:59 IN THAT CASE, I'LL ACCEPT A MOTION.
11:03:04 COUNCILMAN LOPEZ.
11:03:05 SECOND FROM COUNCILWOMAN FAYHEE.
11:03:08 MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
11:03:11 >>Jeff Hunt: AYE.

11:03:12 >>Jon McLain: AYE.
11:03:14 >>Lori Fayhee: AYE.
11:03:16 >>Rafael Lopez: AYE.
11:03:17 >>Jim Ward: AYE.
11:03:18 >>Vice-Mayor Zalucki: AYE.
11:03:20 >>Mayor Ribble: AYE.
11:03:21 ALL RIGHT.
11:03:24 ARE THERE ANY COUNCIL COMMUNICATIONS OR FUTURE AGENDA ITEMS?
11:03:27 DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
11:03:29 GO AHEAD, COUNCILMAN McLAIN.
11:03:34 >>Jon McLain: I JUST HAVE A LITTLE UPDATE ON AN IMPORTANT
11:03:39 DEVELOPMENT THAT HAPPENED LAST FRIDAY THAT WILL IMPACT BERT.
11:03:43 BERT IS OUR BONITA ESTERO RAILS TO TRAILS.
11:03:49 WE'VE BEEN WORKING ON THIS FOR YEARS.
11:03:51 ON FRIDAY, I THINK EVERYONE KNOWS DOUG HATTAWAY, HE IS WITH

11:03:57 THE TRUST FOR PUBLIC LANDS AND DEB ORTON WERE BOTH UP IN
11:04:03 TALLAHASSEE.
11:04:04 DEB FLEW UP ON HER OWN NICKEL TO REPRESENT THE FRIENDS OF
11:04:07 BERT.
11:04:08 SO THEY MADE BOTH PRESENTATIONS.
11:04:11 MYSELF AND CHRIS COREY WENT IN VIA VIDEO AND MADE A FEW
11:04:17 COMMENTS ALSO ON THIS.
11:04:20 FORTUNATELY, THE FLORIDA FOREVER COUNCIL VOTED ON FRIDAY TO
11:04:24 ADD PHASE ONE OF THE BONITA ESTERO RAILS TRAIL TO THE
11:04:29 STRATEGIC MANAGED AREA LAND LIST FOR THE FOREVER PROJECT,
11:04:35 WHICH IS A BIG STEP.
11:04:38 WE HAVE A SHORTFALL RIGHT NOW, PROBABLY 35 TO $45 MILLION ON
11:04:42 OUR 70.4.
11:04:43 BY ADDING THIS IN, WE HAVE THE POSSIBILITY OF ACQUIRING THE
11:04:49 FUNDS FROM THE FLORIDA FOREVER FOUNDATION.
11:04:54 IT'S A BIG DEAL.
11:04:55 SO WE'RE MAKING PROGRESS.
11:04:57 IT'S PAINFUL.
11:04:58 THERE WILL BE A PUBLIC ANNOUNCEMENT ON THIS I THINK PRETTY
11:05:01 QUICKLY, MAYBE TODAY OR TOMORROW, THAT KIND OF SUMMARIZES
11:05:04 WHAT I'VE SAID.
11:05:06 BUT THAT WAS A NICE DEVELOPMENT.
11:05:08 >>Mayor Ribble: THANK YOU, JON, FOR KEEPING US INFORMED AND
11:05:11 FOR WORKING WITH BERT ON ALL THESE DIFFERENT ANGLES, SO TO
11:05:17 SPEAK.

11:05:18 >>Jim Ward: MAYOR, JUST A QUICK NOTE, LAST FRIDAY WE HAD THE

11:05:21 ESTERO CHAMBER OF COMMERCE DINNER AT SHADOW WOOD COUNTRY
11:05:26 CLUB.
11:05:26 IT WAS A WELL-ATTENDED EVENT.
11:05:28 WENT VERY NICELY.
11:05:31 APPRECIATE EVERYONE THAT ATTENDED THAT.
11:05:32 ALSO ON THIS PAST FRIDAY, I SENT A NOTE TO SOME COUNCIL, TO
11:05:38 STAFF REGARDING THE FINEMARK BANK BEING ACQUIRED BY COMMERCE
11:05:44 BANK SHARES.
11:05:46 I HAD A DISCUSSION WITH HARLAN PARRISH, AS WELL AS A NUMBER
11:05:51 OF PEOPLE AT FINEMARK, REGARDING HOW THEY RECEIVED AN E-MAIL
11:05:56 FROM FINEMARK, AND I HAD SOME CONVERSATIONS WITH FINEMARK
11:06:00 PERSONNEL.
11:06:01 THEY ANTICIPATE THAT EVERYTHING WILL PRETTY MUCH REMAIN THE
11:06:04 SAME.
11:06:04 FINEMARK IS GOING TO BE A SUBSIDIARY OF COMMERCE BANK
11:06:09 SHARES.
11:06:09 THE FINEMARK NAME WILL CONTINUE TO REMAIN IN EFFECT.
11:06:15 SO WE'LL CONTINUE TO SEE THAT NAME IN OUR COMMUNITY.
11:06:19 THEY ALSO ANTICIPATE A LOT OF THE PERSONNEL AT FINEMARK TO
11:06:25 REMAIN WITH THE COMBINED ORGANIZATION AND THEY DO NOT
11:06:29 ANTICIPATE ANY SIGNIFICANT CHANGES OTHER THAN THE FACT THAT
11:06:33 AS HARLAN INDICATED TO ME, THEY'LL HAVE MORE TOOLS IN THEIR
11:06:36 TOOLBOX AND HAVE BETTER TECHNOLOGY.
11:06:39 SO HE EXPRESSED IT TO ME AS A WIN-WIN SITUATION FOR

11:06:42 FINEMARK.
11:06:44 JUST WANTED TO ALERT MEMBERS OF THE COUNCIL TO THAT EVENT.
11:06:49 >>Mayor Ribble: THANK YOU, JIM.
11:06:53 >>Vice-Mayor Zalucki: DID ANYBODY ELSE WANT TO SPEAK?
11:06:54 I JUST WANTED TO BRING SOMETHING UP BECAUSE I THINK WE'VE
11:06:58 BEEN NOTICED THAT WE'RE GOING TO BE JOINING DAVID OVER AT
11:07:03 U.S. 41 AND CORKSCREW TO TAKE A LOOK AT THE PROPOSED FENCING
11:07:06 FOR THE ESTERO RIVER PARK.
11:07:07 I'VE BEEN APPROACHED BY MANY RESIDENTS WHO ARE REALLY KIND
11:07:10 OF CONFUSED ABOUT HOW THE PUBLIC INTERACTS WITH THAT
11:07:14 EXERCISE.
11:07:16 SOME BELIEVE THAT THEY ARE GOING TO BE ABLE TO TRAVERSE THE
11:07:19 ENTIRE PROPERTY AND TAKE A LOOK AT THE GIRL SCOUT HOUSE AND
11:07:24 THE DAURAY PROPERTY AND THE RIVER, AND I'VE BEEN KIND OF
11:07:26 PUTTING OUT LITTLE SPOT FIRES WITH PEOPLE WHO BRING IT UP TO
11:07:30 ME BECAUSE THAT IS THE PERCEPTION.
11:07:31 I DID TALK TO STEVE AND WITH DAVID ABOUT THIS.

11:07:35 STEVE, MAYBE YOU CAN HELP ME OUT TO CLARIFY FOR ANY PUBLIC
11:07:38 THAT IS HERE OR VIEWING, THAT THE PUBLIC PORTION WILL NOT BE
11:07:44 GOING DEEP INTO THE PARK, JUST TO CONFIRM THAT, I'D
11:07:47 APPRECIATE THAT.
11:07:48 THANK YOU.
11:07:50 >>Steven Sarkozy: SURE.
11:07:51 THE TOUR OF THE PERIPHERY OF THE ESTERO RIVER PARK IS FOR
11:07:57 THE PURPOSE OF LOOKING AT SEVERAL OPTIONS THAT WE HAVE ON

11:08:01 THE LOCATION OF THE FENCE THAT WOULD CONTROL AND RESTRICT
11:08:08 ACCESS OFF THE STREET INTO THE PARK.
11:08:11 WE'VE COME UP WITH A DESIGN, AS YOU KNOW, FOR THE FENCE, BUT
11:08:17 WE HAVE DIFFERENT OPTIONS ON WHERE THAT FENCE WOULD BE
11:08:20 LOCATED.
11:08:21 IT SOUNDS SIMPLE, BUT WITH THE LAYOUT AND THE TOPOGRAPHY
11:08:28 THERE AT THE EDGE OF THE ROAD, THE FENCE ALONG THE PROPERTY
11:08:32 LINE, WHICH IS NORMALLY WHERE YOU WOULD PUT IT, WOULD
11:08:35 ELIMINATE A LOT OF THE MAJOR TREES THAT WE HAVE.
11:08:38 AND THERE ARE OTHER STRUCTURES IN THE PUBLIC RIGHT-OF-WAY
11:08:46 THAT MAKE ANOTHER LOCATION FOR THE FENCE AND THE SIDEWALK A
11:08:50 LITTLE BIT AWKWARD AS WELL.
11:08:53 THERE ARE A SERIES OF COMPROMISES THAT WE'RE LOOKING AT.
11:08:58 RATHER THAN TRY TO EXPLAIN THOSE COMPROMISES AND THE
VARIOUS
11:09:02 LOCATIONS OF THE FENCE AT A WORKSHOP, THE BEST WAY TO LOOK
11:09:05 AT THIS IS TO ACTUALLY GO OUT AND SEE IT SO THAT WE ALL
11:09:08 UNDERSTAND WHAT THE FINAL OUTCOME WILL BE.
11:09:10 SO THE COUNCIL WOULD COME IN TO AVOID ANY COMPROMISE OF
THE
11:09:20 SUNSHINE ACT, EACH COUNCILMEMBER WOULD BE ON A TOUR WITH
11:09:24 STAFF AND THE CONSULTANT ONE ON ONE, AND THERE IS AN
11:09:29 OPPORTUNITY FOR THE PUBLIC TO TAKE THE SAME TOUR AT 9 A.M.
11:09:34 AND WALK THE SITE AND SEE WHAT'S OUT THERE AS WELL.
11:09:37 THERE WILL NOT BE ANY DECISIONS MADE ON-SITE, BUT IT'S A WAY
11:09:45 TO INFORM -- BEST INFORM RATHER THAN LOOK AT PICTURES OR
11:09:51 WHAT HAVE YOU.

11:09:52 IT'S ACTUALLY BEST TO HAVE BOOTS ON THE GROUND TO TAKE A
11:09:55 LOOK AT WHAT IT WILL EVENTUALLY LOOK LIKE.
11:09:57 AND ALLOW THE COUNCIL TO BETTER APPRECIATE THE ALTERNATIVES
11:10:01 THAT WE HAVE.
11:10:03 THE PUBLIC CAN SEE THE SAME THING AND HAVE THE SAME BASIC
11:10:09 TOUR OF THE PERIPHERY OF THE SITE AS WE MOVE FORWARD.
11:10:12 SO WE'RE MAKING THE TOUR AVAILABLE TO EVERYONE.

11:10:20 >>Vice-Mayor Zalucki: THANK YOU FOR CLARIFYING, STEVE.
11:10:21 >>Jon McLain: WHERE DOES THE PUBLIC AND COUNCIL START THIS
11:10:26 TOUR?
11:10:26 WHERE DO WE GO?
11:10:27 DO WE PARK SOMEWHERE OR MEET AT THE VILLAGE?
11:10:30 CAROL CAROLE I SENT OUT INSTRUCTIONS THIS MORNING.
11:10:32 >>Jon McLain: I DIDN'T READ THEM I GUESS.
11:10:34 JUST FOR PUBLIC, WHERE --
11:10:36 >>Carol Sacco: PARK AT HAPPEHATCHEE.
11:10:40 >>Vice-Mayor Zalucki: COUNCILMAN McLAIN, AS YOU PULL INTO
11:10:42 THE SECOND DRIVE, IF YOU'RE HEADING WEST ON CORKSCREW, THE
11:10:45 FIRST DRIVE IS THE DAURAY PROPERTY.
11:10:49 DON'T GO IN THAT ONE.
11:10:50 GO IN THE SECOND ONE.
11:10:52 AS SOON AS YOU PULL IN, TO YOUR LEFT, YOU'RE GOING TO SEE A
11:10:54 LITTLE ROADWAY THAT OPENS UP TO A SMALL PARKING LOT.
11:10:57 THAT'S WHERE WE ARE TO MEET BECAUSE IT IS VERY PROXIMAL TO
11:11:01 CORKSCREW.

11:11:02 >>Jon McLain: THANK YOU.
11:11:03 >>Mayor Ribble: JUST TO REITERATE, THE PUBLIC VIEWING IS ON
11:11:08 FRIDAY MORNING AT 9:00, AND IT IS STRICTLY TO WALK THE
11:11:12 PERIMETER OF THE PROPERTY TO SEE WHERE THE FENCE MAY
11:11:17 ACTUALLY GO.
11:11:18 PREPARE TO WALK AND PREPARE TO WEAR COMFORTABLE SHOES.
11:11:24 >>Carol Sacco: AND MAYBE BRING AN UMBRELLA.
11:11:26 >>Mayor Ribble: AND POSSIBLY BRING AN UMBRELLA.
11:11:29 MR. ESCHENFELDER, DO YOU HAVE ANYTHING?
11:11:31 >>Robert Eschenfelder: NO, MA'AM.
11:11:33 >>Mayor Ribble: MR. SARKOZY, DO YOU WANT TO ADD ANYTHING
11:11:35 ELSE?
11:11:37 >>Steven Sarkozy: ONE OTHER COMMENT ON THE FINEMARK BANK,
11:11:40 AND COUNCILMEMBER WARD WAS SPOT ON IN DESCRIBING THE
MERGER
11:11:46 TRANSACTION THAT WAS JUST ANNOUNCED.
11:11:48 IT'S IN THE PAPER THIS MORNING.
11:11:51 BUT THE FINEMARK BANK MERGER WITH COMMERCE BANK IS OF
11:11:58 INTEREST TO US IN THE SENSE THAT FINEMARK IS ONE OF THE
11:12:01 FINALISTS FOR THE BANKING BIDS THAT THE STAFF COMMITTEE IS
11:12:08 REVIEWING.
11:12:09 FINEMARK AS ONE OF THE FINALISTS AS THIS CHANGE IN
11:12:16 GOVERNANCE.
11:12:17 THE QUESTION WAS ASKED TO THE VILLAGE ATTORNEY AS TO WHETHER
11:12:22 THAT AFFECTS THEIR ABILITY TO BID AND MAINTAIN OUR BANKING

11:12:27 SERVICES.

11:12:27 AND THE RESPONSE THERE, FINEMARK BANK WILL STILL REMAIN THE
11:12:37 PRINCIPAL OWNER OF THEIR OPERATION AND WHAT THEY ARE
11:12:42 PRESENTING TO THE VILLAGE IS STILL A VALID PROPOSAL AND
11:12:47 COULD NOT BE CHALLENGED BY ANY OF THE OTHER BIDDERS.
11:12:50 SO WE'RE MEETING ON FRIDAY.
11:12:52 THE EXPECTATION IS THAT THE FINAL DECISION ON WHO IS
11:12:59 RECOMMENDED FOR THE BANKING BIDS WILL COME BACK TO THE
11:13:02 COUNCIL AT YOUR NEXT MEETING ON JULY 2nd.
11:13:06 >>Mayor Ribble: THANK YOU.
11:13:08 IF THERE'S NOTHING ELSE, WE WILL ADJOURN THIS REGULAR
11:13:10 SESSION AND CONVENE THE WORKSHOP.
11:13:12 THE WORKSHOP IS THE FISCAL YEAR 2025-2026 PROPOSED BUDGET
11:13:18 INTRODUCTION.
11:13:18 STEVE, WOULD YOU BEGIN THIS FOR US, PLEASE?
11:13:23 >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
11:13:25 UNDER OUR CHARTER, THE VILLAGE MANAGER IS TO PRESENT THE
11:13:32 ANNUAL BUDGET TO THE VILLAGE COUNCIL.
11:13:35 OUR PROCESS IS RATHER ROUTINE HERE SINCE WE'VE INCORPORATED
11:13:45 WHERE IN JUNE AND JULY WE PRESENT THE PROPOSED BUDGET.
11:13:51 IT CAN BE MODIFIED BY COUNCIL REALLY AT ANY TIME.
11:13:56 BUT THE IDEA IS THAT WE HAVE HAD A NUMBER OF MEETINGS BOTH
11:13:59 WITH COUNCIL AND A VARIETY OF MEETINGS AMONG STAFF TO
11:14:06 DEVELOP A BUDGET AS PRESENTED HERE.
11:14:08 YOU'LL MAKE YOUR FINAL DECISIONS ON THE BUDGET AND THE TAX
11:14:12 RATE IN SEPTEMBER, BUT WITH PRESENTATION HERE, I'LL TURN IT

11:14:18 OVER TO KEVIN GREENVILLE, OUR FINANCE DIRECTOR, WHO HAS BEEN
11:14:23 VERY INVOLVED IN THE PRIMARY -- AND THE PRIMARY AUTHOR OF
11:14:28 THE BUDGET.
11:14:29 KEVIN, IF YOU WOULD COME FORWARD.
11:14:38 >>Kevin Greenville: THANK YOU, STEVE.
11:14:40 GOOD MORNING AGAIN, MAYOR AND COUNCIL.
11:14:42 TODAY IS GOING TO BE THE INTRODUCTION OF THE FY '25-26
11:14:49 PROPOSED BUDGET.
11:14:50 JUST AS A REMINDER, THIS IS OUR INITIAL BUDGET PRESENTATION.
11:14:56 THE BUDGET DOCUMENT BEFORE YOU IS REALLY JUST THE NUMBERS.
11:15:00 WE WILL PRESENT IN SEPTEMBER A MORE FORMAL PROPOSED BUDGET
11:15:05 WITH A TRANSMITTAL LETTER FROM THE VILLAGE MANAGER, JUST
11:15:09 MORE LANGUAGE IN THERE AND MORE DETAIL FOR EVERYTHING.
11:15:12 AS A REMINDER, WE STILL HAVEN'T GOTTEN IN ALL OUR FINANCIAL
11:15:18 INFORMATION, SO THERE WILL BE SOME CHANGES.
11:15:20 AND I'LL GO OVER THOSE IN THE PRESENTATION.

11:15:21 JUST REAL QUICK, JUST TO RECAP THE VALUES OF THE VILLAGE,
11:15:28 STEWARDSHIP, WE HAVE THE LOWEST TAXES.
11:15:30 I CHANGED THAT TO THE STATE OF FLORIDA, NOT SOUTHWEST
11:15:34 FLORIDA.
11:15:35 THIS STILL MUST BE THE OLD ONE.
11:15:36 WE HAVE THE LOWEST TAXES IN THE STATE OF FLORIDA.
11:15:38 THAT WAS LIKE THE ONLY THING I CHANGED ON THIS.
11:15:41 IT SHOULD SAY LOWEST IN THE STATE.
11:15:43 ACCOUNTABILITY.

11:15:43 WE HAVE A COMMITMENT TO TRANSPARENCY.
11:15:46 JUST HAD OUR AUDITOR IN AND WENT OVER EVEN THOSE SMALL AUDIT
11:15:50 COMMENTS.
11:15:50 COST-EFFECTIVE OPERATIONS.
11:15:52 WE HAVE A LOW STAFF-TO-POPULATION RATIO.
11:15:55 WE DON'T DO ANY SHORT-TERM BORROWING, UPFRONT PAYMENTS
FOR
11:16:00 CAPITAL PROJECTS.
11:16:00 WE HAVE LIMITED DEBT.
11:16:02 WE'RE CURRENTLY DEBT-FREE.
11:16:05 AND FY '25 WE STILL MAINTAIN OUR RESERVE POLICY, THE ONES
11:16:09 THAT YOU ADOPTED LAST YEAR.
11:16:10 THE PURPOSE OF THE ANNUAL BUDGET, EVEN OUTSIDE OF IT BEING
11:16:16 STATUTORY REQUIRED, IT HELPS US FORECAST REVENUES AND
11:16:19 EXPENSES.
11:16:20 PROVIDES A POINT OF REFERENCE FOR MEASURING ACTUAL
11:16:23 PERFORMANCE AGAINST EXPECTATIONS, AND IT ASSISTS IN
11:16:26 EVALUATING THE FINANCIAL FEASIBILITY OF OUR PROJECTS.
11:16:30 STANDARDS AND GUIDELINES, SO FLORIDA STATUTE REQUIRES US TO
11:16:34 ADOPT AN ANNUAL BALANCED BUDGET BY OCTOBER 1st.
11:16:37 REVENUE ESTIMATES MUST BE REASONABLE AND EXPECTED.
11:16:41 VILLAGE RESOLUTIONS AND ORDINANCE MUST NOT BE VIOLATED
11:16:45 WITHIN THE FORMATION OF OUR BUDGET.
11:16:47 IT IS OUR RESPONSIBILITY TO PRESENT TO YOU GUYS A BUDGET
11:16:49 THAT FOCUSES ON YOUR DIRECTIVE.
11:16:51 AND OUR CHARTER REQUIRES SUBMISSION OF THE PROPOSED
BUDGET

11:16:56 ON OR BEFORE JULY 15 OF EACH YEAR.
11:16:59 SO JUNE 1st WE GET OUR ESTIMATED TAXABLE AMOUNTS FROM LEE
11:17:04 COUNTY.
11:17:06 ON JULY 1st, WE WILL GET OUR FINAL.
11:17:09 SO OUR ESTIMATED ASSESSABLE VALUE ROSE ABOUT 6.6%.
11:17:16 AND IF YOU LOOK AT THAT TOP VALUE, THAT IS THE ADJUSTED

11:17:21 VALUE OR THE MARKET VALUE.
11:17:22 THAT ACTUALLY DECLINED 2.2%.
11:17:25 ASSESSABLE VALUE ALWAYS LAGS MARKET JUST VALUE.
11:17:32 TO PUT THAT IN PERSPECTIVE, THE VILLAGE JUST VALUE WENT DOWN
11:17:36 2.2%, OUR TAXABLE ASSESSABLE VALUE INCREASED 6.6%.
11:17:42 THE COUNTYWIDE, THEIR JUST VALUE WENT DOWN 3.72%, AND THEIR
11:17:48 ASSESSABLE BASE WENT UP 4.85%.
11:17:52 LOOKING AT THE COUNTY AS A WHOLE, WE'RE DOING CLEARLY
11:17:55 BETTER.
11:17:56 AND ALSO LOOKING AT OTHER MUNICIPALITIES, I THINK WE WERE
11:18:01 THE BEST LOOKING AND THE MOST HEALTHY REGARDING.
11:18:04 I THINK FORT MYERS BEACH MAY HAVE BEEN JUST A LITTLE BIT
11:18:07 LESS ON THE JUST DROP-DOWN.
11:18:10 WITH THE JUST GOING DOWN A LITTLE BIT, THAT DOESN'T
11:18:14 NECESSARILY MEAN OUR ASSESSABLE VALUES WILL GO DOWN.
11:18:18 MAY NOT INCREASE AS SIGNIFICANTLY IN THE NEXT COUPLE FUTURE
11:18:22 YEARS.
11:18:22 THIS IS OUR MILLAGE RATE FROM INCEPTION.
11:18:26 SO WE'VE LOWERED THE MILLAGE RATE 11 CENTS SINCE

11:18:30 INCORPORATION, AND WE DROPPED IT ONE CENT LAST YEAR.
11:18:34 I JUST THROW THIS ON HERE.
11:18:38 SORT OF HARD TO READ, BUT IF YOU WANT TO LOOK AT ALL THE LEE
11:18:41 COUNTY UNINCORPORATED TAX RATE AND ALL THE OTHER CITIES IN
11:18:45 LEE COUNTY, JUST THEIR HISTORY.
11:18:47 SO THIS IS THE MILLAGE RATE ANALYSIS OF OUR ESTIMATED
11:18:53 VALUES.
11:18:54 IF YOU RECALL LAST YEAR, WE WERE SORT OF IN THE SAME SPOT.
11:18:57 OUR ESTIMATED VALUES WERE ABOUT 6%.
11:19:01 WHEN THEY CAME BACK ON JULY 1st, THEY ROSE ANOTHER 2%.
11:19:05 SO WE'RE HOPEFUL FOR AN INCREASE ON THAT.
11:19:08 SO OUR ESTIMATED TAXABLE VALUE IS ABOUT $10 BILLION.
11:19:14 PRIOR YEAR WAS ABOUT 9.5 BILLION.
11:19:19 6.6% INCREASE.
11:19:21 OUR PRIOR YEAR BUDGETED REVENUE WAS ABOUT 6.5 MILLION.
11:19:25 SO KEEPING OUR TAX RATE THE SAME, WE'RE LOOKING AT AN
11:19:30 ESTIMATED REVENUE OF ABOUT 7.1 MILLION DOLLARS FOR THE
11:19:33 UPCOMING YEAR.
11:19:35 A ONE CENT DROP IN THE TAX RATE WOULD BE ABOUT $97,000 OF
11:19:41 ESTIMATED REVENUE.
11:19:42 THESE ARE OUR VILLAGE-WIDE REVENUES.
11:19:47 THIS INCORPORATES NOT JUST THE GENERAL FUND BUT THE BUILDING
11:19:51 FUND AND THE CAPITAL PROJECTS FUND AND THE DEBT SERVICE
11:19:55 FUND.

11:19:56 REALLY AS A LOCAL GOVERNMENT, YOU WANT TO HAVE A DIVERSE AND

11:20:00 STABLE REVENUE SOURCES FOR YOUR GOVERNMENT.
11:20:03 AND I THINK YOU CAN SEE JUST FROM US, WE DON'T REALLY RELY
11:20:09 ON ONE SOURCE THAT HEAVILY.
11:20:11 COUNCILMAN HUNT, YOU HAVE A QUESTION.
11:20:12 >>Jeff Hunt: GREAT CATEGORIZATION IN MY OPINION.
11:20:16 CAN YOU RANK THEM IN TERMS OF VARIABILITY?
11:20:18 OF THOSE CATEGORIES, WHAT IS THE MOST VARIABLE OF THE BUNCH?
11:20:22 >>Kevin Greenville: I THINK INTERGOVERNMENTAL REVENUES IS
11:20:25 GRANT REVENUE.
11:20:25 THAT'S DEFINITELY NOT GUARANTEED.
11:20:29 WE DON'T EVER START A PROJECT WITH GRANT MONEY UNLESS WE
11:20:32 HAVE THE MONEY.
11:20:33 IT CAN BE BUDGETED BUT IT WON'T BE EXPENSED UNTIL THEN.
11:20:36 I THINK OUR INVESTMENT EARNINGS ARE TOTALLY RELIABLE ON THE
11:20:41 MARKET.
11:20:42 AND ALSO, OUR SHARED, WE GET A LOT OF SHARED REVENUE FROM
11:20:46 THE STATE.
11:20:47 SALES TAX, GAS TAX.
11:20:49 THOSE ARE VERY VULNERABLE TO THE ECONOMY AND CAN GO DOWN
11:20:53 QUICKLY.
11:20:54 AD VALOREM TAXES, THEY ARE DEPENDENT ON THE MARKET, BUT
11:20:59 THOSE DECREASES, IF IT DOES HAPPEN, TEND TO TAKE TIME.
11:21:03 IT'S NOT LIKE AN IMMEDIATE ONE.
11:21:05 THOSE ARE THE BIG ONES THAT I WOULD SAY ARE.
11:21:10 VILLAGE-WIDE EXPENDITURES, SO WE'RE INVESTING HEAVILY IN

11:21:17 CAPITAL EXPENDITURES.
11:21:18 THE SPORTS PARK, THE ENTERTAINMENT DISTRICT, MAKING UP A BIG
11:21:22 PORTION OF THAT.
11:21:23 THE ESTERO PARK AS WELL.
11:21:25 AND THEN THE REST OF OUR TRANSPORTATION AND PHYSICAL
11:21:29 ENVIRONMENT CAPITAL PROJECTS.
11:21:30 THIS IS A HIGH-LEVEL OVERVIEW OF OUR GENERAL FUND
11:21:34 EXPENDITURES.
11:21:35 SO IT IS AN INCREASE OF $801,000 FROM THE PRIOR YEAR.
11:21:39 WE'VE TIED STAFF SALARY INCREASES TO THE 12-MONTH PERCENT
11:21:47 CHANGE OF THE BLS WAGES AND SALARIES IN PRIVATE INDUSTRY AND
11:21:51 STATE AND LOCAL GOVERNMENT.
11:21:52 THAT IS 4.6% INCREASE.
11:21:54 HISTORICALLY THESE ARE A LITTLE BIT ELEVATED IN THAT METRIC,
11:22:01 BUT I JUST WAS AT A FLORIDA GOVERNMENT FINANCE OFFICERS
11:22:03 ASSOCIATION AND JUST TALKED ABOUT HOW COMPETITIVE IT IS

11:22:08 HIRING PEOPLE.
11:22:09 SO I THINK THAT IS REFLECTIVE THAT THE METRIC IS REFLECTIVE
11:22:14 AND THERE IS AN INCREASE ACROSS THE BOARD IN THOSE
11:22:16 CATEGORIES.
11:22:17 SO HEALTH INSURANCE, WE BUDGETED 15% INCREASE.
11:22:22 WE'RE GOING TO GET THOSE NUMBERS BACK IN IN JULY AND WE'LL
11:22:26 UPDATE YOU WHEN WE BRING BACK.
11:22:28 THAT IS SOMETHING THAT TYPICALLY CHANGES.
11:22:30 THE CONSUMER PRICE INDEX AS A WHOLE IS SHOWING AN ANNUAL

11:22:33 PRICE INCREASE OF 2.4%.
11:22:35 WE TOOK THAT INTO ACCOUNT WITH SOME OF OUR EXPENDITURE
11:22:40 REVENUES OR EXPENDITURE FORECASTS.
11:22:44 THIS CAPITAL IMPROVEMENT PLAN, THIS IS JUST LOOKING
11:22:47 SPECIFICALLY AT THAT.
11:22:49 AGAIN, PARKS AND RECREATION, UTILITY IMPROVEMENTS, THOSE ARE
11:22:56 ROADWAY IMPROVEMENTS, THOSE ARE THE BIG ITEMS IN OUR CIP.
11:23:00 JUST WANT TO POINT OUT ON THE BUDGET TIMELINE, THERE WAS A
11:23:06 CHANGE.
11:23:07 I THINK CAROL GOT THE SCHOOL BOARD'S FINAL BUDGET DATES.
11:23:11 SO WE ARE GOING TO MOVE OUR FIRST PUBLIC HEARING THAT IS
11:23:15 SCHEDULED FOR SEPTEMBER 3rd, WE'RE GOING TO MOVE THAT TO
11:23:17 SEPTEMBER 10, BUT THE REST OF THIS WILL REMAIN THE SAME.
11:23:22 BEFORE I GO INTO ANY QUESTIONS YOU GUYS MAY HAVE, I WANTED
11:23:29 TO GO OVER SOME ASSUMPTIONS THAT WE HAVE BUILT INTO THIS
11:23:32 BUDGET.
11:23:32 WE'RE LOOKING AS PART OF THE BANKING RFP OF ISSUING DEBT,
11:23:37 WHICH WE'VE DISCUSSED ABOUT ON THE THREE OAKS PROPERTY
11:23:41 PURCHASE.
11:23:41 THAT WOULD BE ABOUT $12.75 MILLION.
11:23:44 AGAIN, WE'RE NOT GOING TO TAKE ANY ACTION WITHOUT BRINGING
11:23:47 IT BACK TO YOU GUYS AND COUNCIL APPROVAL.
11:23:49 BUT I DID BUILD THAT INTO THE BUDGET THAT WE WILL BE TAKING
11:23:52 OUT THAT DEBT.
11:23:53 WE ACTUALLY WILL BE PAYING OUR FIRST INTEREST PAYMENT ON

11:23:57 THAT IN THE UPCOMING FISCAL YEAR, WHICH I CALCULATED AT
11:23:59 ABOUT $900,000 CONSIDERING THE DEBT AND WHERE INTEREST RATES
11:24:04 ARE.
11:24:04 OUR BUILDING FEE FUND, WE'VE DISCUSSED AS HAVING A LITTLE
11:24:08 BIT OF A STRUCTURAL PROBLEM.
11:24:12 HAVEN'T BEEN ABLE TO INCREASE FIERCE FOR A NUMBER OF YEARS
11:24:14 AND OUR EXPENDITURES HAVE GONE UP.
11:24:16 THIS ASSUMES A $1 MILLION TRANSFER FROM THE GENERAL FUND TO

11:24:21 THE BUILDING FUND.
11:24:22 WE'RE GOING TO BRING BACK TO YOU GUYS WITH THE FINAL
11:24:26 PROPOSED BUDGET IN SEPTEMBER OUR RECOMMENDATIONS ON
11:24:29 INCREASES FOR THE SCHEDULE OF FEES.
11:24:32 ME, MARY AND CHRISTOPHER ARE WORKING ON THAT, SO WE'LL BRING
11:24:36 THAT TO YOU GUYS.
11:24:37 JUST SOME POTENTIAL ADJUSTMENTS TO THE BUDGET, HEALTH
11:24:41 INSURANCE, OUR GENERAL INSURANCE, WE'RE GOING OUT AND
11:24:44 GETTING A COUPLE OF QUOTES.
11:24:45 WE HAVE A LOT MORE THINGS TO INSURE OVER AT THE SPORTS PARK.
11:24:51 WE'LL SEE WHERE THAT NUMBER COMES IN AT.
11:24:53 THAT COULD BE A SIGNIFICANT INCREASE.
11:24:55 WE'RE GOING TO GET THE FINAL PROPERTY VALUATIONS ON JULY
11:24:59 1st.
11:25:00 WE ALSO GET IN A LOT OF OUR SHARED REVENUES.
11:25:03 WE GET THOSE IN IN JULY, THE STATE'S ESTIMATES ON THOSE.
11:25:07 TYPICALLY, WE DON'T MAKE ADJUSTMENTS BECAUSE WE'RE PRETTY

11:25:10 GOOD AT ESTIMATING THOSE, BUT ANYTHING MATERIAL WE'LL LOOK
11:25:13 AT.
11:25:13 AGAIN, WE'LL GO THROUGH THE SCHEDULE OF FEES.
11:25:15 SO I'D BE HAPPY TO ANSWER ANY QUESTIONS THAT YOU GUYS HAVE.
11:25:25 >>Vice-Mayor Zalucki: THANK YOU, KEVIN.
11:25:26 IT IS A GREAT REPORT.
11:25:28 IF I COULD JUST ASK, PERHAPS AT ONE OF OUR NEXT ONE ON ONES
11:25:33 WITH THE VILLAGE MANAGER, WHAT I WOULD LIKE, I FEEL
11:25:36 COMFORTABLE ABOUT IS I'VE GOT SOME QUESTIONS THAT I WOULD
11:25:38 LIKE TO ASK.
11:25:39 I DON'T WANT TO BOG THIS PROCESS DOWN TODAY WITH SOME OF THE
11:25:43 QUESTIONS, BUT PERHAPS YOU CAN JOIN FOR A SHORT BIT OF THAT
11:25:47 ONE-ON-ONE TO MAYBE FIELD SOME QUESTIONS RELATIVE TO THE
11:25:51 PROPOSED BUDGET.
11:25:51 I THINK IT WOULD BE HELPFUL TO COUNCIL IF YOU HAVE ANY
11:25:54 QUESTIONS, KIND OF DO IT ONE ON ONE AND MAYBE FIELD THOSE
11:25:59 QUESTIONS.
11:25:59 WOULD THAT BE SOMETHING YOU WOULD BE OPEN TO?
11:26:02 >>Kevin Greenville: I'M FINE WITH THAT AS LONG AS STEVE --
11:26:03 >>Steven Sarkozy: WHAT I PLAN ON DOING IS OFFERING TO THE
11:26:08 VILLAGE COUNCIL BRIEFINGS AT LEAST PROBABLY TWO DURING THE
11:26:11 SUMMER TO KEEP US ALL ENGAGED SO THAT WE HIT THE GROUND
11:26:15 RUNNING WHEN WE COME BACK IN SEPTEMBER.
11:26:17 CERTAINLY, ONE OF THOSE WOULD BE THE BUDGET, THE TAX RATE,
11:26:22 AND ANYTHING ELSE RELATED TO THE EXPENDITURES, INCLUDING THE

11:26:28 OVERALL BUDGET FOR THE SPORTS PARK AND HOW WE MAKE THAT
11:26:32 TRANSITION FROM PLANNING INTO OPERATIONS.
11:26:35 PART OF THAT COULD ALSO INCLUDE THE UPDATE ON THE P-3
11:26:41 DISCUSSIONS THAT WE HAVE FOR SOME OF THE REMAINING LOTS.
11:26:43 SO WE'LL HAVE AT LEAST ONE, PROBABLY TWO BRIEFINGS AND
11:26:50 PLENTY OF TIME TO INVITE STAFF IN.
11:26:52 AT THE SAME TIME, WE'LL ALSO BE LOOKING AT HOW WE IMPLEMENT
11:26:58 THE SEPTIC TO SEWER PROGRAM AND THE FINANCIAL IMPLICATIONS
11:27:03 OF THAT PROGRAM, PLUS THE BIDS FOR THE SPORTS PARK THAT ARE
11:27:08 BEING DEVELOPED BY SUFFOLK CONSTRUCTION THAT WILL BE
11:27:13 AVAILABLE TO US IN AUGUST.
11:27:14 SO IT WILL BE A BUSY SUMMER.
11:27:20 >>Vice-Mayor Zalucki: GREAT.
11:27:21 THANK YOU.
11:27:21 KEVIN, ONE MORE QUESTION, IT'S GLARING AT ME HERE, THE
11:27:25 CONSOLIDATED FINANCIAL SUMMARY FOR FISCAL YEAR 25-26.
11:27:28 IT IS ACTUALLY THE NEXT PAGE AFTER YOUR PRESENTATION IN OUR
11:27:31 BOOKLET.
11:27:32 IT SAYS GENERAL FUND MILLAGE PER THOUSAND HAS .74.
11:27:37 >>Kevin Greenville: IT IS CORRECT WITHIN THE BUDGET
11:27:39 DOCUMENT, BUT THE ATTACHMENT YOU'RE LOOKING AT, THAT SHOULD
11:27:42 BE .7 --
11:27:44 >>Vice-Mayor Zalucki: THANK YOU.
11:27:45 THAT'S ALL I HAVE, MAYOR.
11:27:51 >>Jeff Hunt: QUICK BUDGET QUESTION.

11:27:52 GIVE AN EXAMPLE, THERE IS AN ONGOING EFFORT TO SURVEY THE
11:27:57 RIVER, TO GET IT BACK TO SCOPE.
11:28:01 PERMITTING TO THE STATE FOR CLEANUP AT SOME POINT IN TIME.
11:28:05 I SEE THAT THERE ARE MONIES IDENTIFIED BUT NOT IN THE
11:28:09 BUDGET.
11:28:11 HOW DO YOU HANDLE SOMETHING LIKE THAT?
11:28:12 WE HAVE THIS EFFORT TO GET IT ALL READY FOR THAT, BUT I
11:28:18 DON'T SEE THE MONEY TO SPEND TO COMPLETE THE PROJECT.
11:28:22 >>Kevin Greenville: I BELIEVE, IF THAT MONEY IS TOTALLY
11:28:26 EXCLUDED IN OUR C.I.P., AND I CAN'T REMEMBER -- IS IT,
11:28:30 COUNCILMAN HUNT?
11:28:31 IT'S TOTALLY EXCLUDED?
11:28:34 >>Jeff Hunt: I SEE A NUMBER OF 2.7, BUT I DON'T SEE ANYTHING
11:28:37 IN THE BUDGETING COLUMNS.
11:28:40 >>Kevin Greenville: WHAT PROJECT ARE YOU TALKING ABOUT ON
11:28:42 THE C.I.P.?
11:28:43 >>Jeff Hunt: RIVER SEDIMENTATION I THINK IT WAS CALLED.
11:28:45 IT'S MORE OF A POINT OF ORDER, SO WE'RE GOING, DOING THIS

11:28:55 WORK, BUT I DON'T SEE THE FINAL ACTIVITY BUDGETED.
11:29:04 >>Steven Sarkozy: RECOLLECTION OF THAT, COUNCILMEMBER, WHEN
11:29:08 WE START PROJECTS, WE BEGIN THE ENGINEERING, TRANSITION INTO
11:29:14 PERMITTING.
11:29:16 AND BOTH OF THOSE FUNCTIONS TAKE SEVERAL YEARS.
11:29:24 IN THIS CASE, WE WERE NOT SURE OF THE PERMITTING PROCESS AND
11:29:29 IF WE WOULD GET THE NECESSARY PERMITS.

11:29:33 WE'VE BEEN GOING AROUND AND AROUND WITH DEP ON THE PERMITS
11:29:38 FOR THAT FOR SOME TIME NOW.
11:29:41 AS A RESULT, WE DON'T KNOW WHEN OR IF THE PROJECT WOULD BE
11:29:47 APPROVED AND, HENCE, IT'S NOT IN THE CAPITAL IMPROVEMENT
11:29:50 PROGRAM.
11:29:52 SO THAT'S PART OF THE DISCUSSIONS THAT WE'LL HAVE WITH THE
11:29:57 COUNCIL AND HOW YOU WEIGH MOVING FORWARD ON SOME OF THE
11:30:05 LARGER CAPITAL IMPROVEMENT PROJECTS THAT WE HAVE VERSUS
SOME
11:30:08 OF THE OTHER PROJECTS THAT ARE SIMPLY NOT IN THERE AT THIS
11:30:12 TIME.
11:30:13 THEY BECOME COUNCIL DECISIONS ON HOW BEST TO MOVE
FORWARD.
11:30:18 >> THAT'S ON PAGE 119.
11:30:20 THANK YOU, STEVE.
11:30:25 >>Mayor Ribble: ANYTHING ELSE FROM THE COUNCIL?
11:30:27 NOT HEARING ANYTHING, DAVID -- I MEAN, KEVIN, THANK YOU VERY
11:30:31 MUCH.
11:30:32 AGAIN, A GOOD REPORT.
11:30:34 WE LOOK FORWARD TO HEARING THE REMAINDER OF THIS ON JULY 2.
11:30:38 >>Carol Sacco: MAYOR, WE DON'T HAVE ANY PUBLIC COMMENT OR
11:30:41 E-COMMENTS.
11:30:41 >>Mayor Ribble: THANK YOU.
11:30:42 IN THAT CASE, CAN I HAVE A MOTION TO ADJOURN?
11:30:46 >> SO MOVED.
11:30:46 >>Mayor Ribble: HUNT AND LOPEZ.
11:30:47 THANK YOU, EVERYONE.

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.

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

DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING

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

June 4, 2025 4:30 p.m.

1. CALL TO ORDER

INVOCATION

Pastor Lucas McSurley Lamb of God Church

PLEDGE OF ALLEGIANCE

ROLL CALL
Present: Mayor Joanne Ribble - District 1, Councilmember Jon McLain - District 3, Councilmember Lori Fayhee – District 4, Councilmember Rafael Lopez - District 5, Councilmember Jim Ward - District 6, and Vice Mayor George Zalucki - District 7.
Absent: Councilmember Jeff Hunt- District 2

Also present
Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Finance Director Kevin Greenville, Public Works Director David Willems, Nancy Stroud, Village Land Use Attorney, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. RECOGNITION:

(a) Mayor Joanne Ribble - Florida League of Cities 'Home Rule HERO Award

Vice Mayor Zalucki presented the award to Mayor Ribble.

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember McLain
Seconded by: Councilmember Lopez

Action: Approved agenda.

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

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

None

5. CONSENT AGENDA

(a) May 21, 2025 Village Council Meeting Minutes
(b) Financial Report for Month ended April 2025

Motion: Motion to approve consent agenda.

Motion by: Councilmember Lopez
Seconded by: Vice Mayor Zalucki

Action: Approved consent agenda.

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

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. FIRST READINGS

(a) First Reading for Approval of Ordinance No. 2025 - 05 Capital Improvement Plan

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting the Annual Capital Improvement Program for Fiscal Year 2025-2026; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Staff Presentation/Comments
Kevin Greenville, Finance Director

Council Questions or Comments
None

Public Comments
None

Motion: Motion to pass first reading of Ordinance No. 2025-05 and set second reading for June 18, 2025.

Motion by: Councilmember Fayhee
Seconded by: Councilmember Ward

.

Action: Passed first reading of Ordinance No. 2025-05 and set second reading for June 18, 2025.

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

(b) First Reading Ordinance No. 2025-04 Land Development Code Flood Amendments

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Land Development Code Section 7-3 "Flood Hazard Reduction Standards" to Include a Requirement for Nonconversion Agreements for Elevated Structures with Enclosures Below the Required Elevation, Clarify The Process for Flood Variance Appeals, Clarify Specific Use of FEMA Elevation Certificates and Dry Floodproofing Certifications, Limit Partitioning of Enclosed Areas Below Flood, and Amend Related Definitions; Providing for Severability; Providing for Conflicts; and Providing for an Effective Date.

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

Council Questions or Comments
Councilmembers McLain and Ward

Public Comments
None

Motion: Motion to pass first reading of Ordinance No. 2025-04 and set second reading for July 2, 2025.

Motion by: Councilmember Ward
Seconded by: Councilmember McLain

Action: Passed first reading of Ordinance No. 2025-04 and set second reading for July 2, 2025.

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

Nay:
Abstentions:

(c) First Reading Ordinance No. 2025-06 Mayfair Village RPD Rezoning

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions Rezoning for Property Bounded by the Seminole Gulf Railway ROW on the West, Broadway Avenue East on the North, Sandy Lane on the East and 20920/922 Sandy Lane on the South, all in the Village of Estero, Florida; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments
Mary Gibbs, Community Development Director

Council Questions or Comments
Councilmember McLain and Vice Mayor Zalucki

Public Comments
None

Motion: Motion to pass first reading of Ordinance No. 2025-06 and Set Public Hearing and Second Reading for June 18, 2025.

Motion by: Councilmember Lopez
Seconded by: Vice Mayor Zalucki

Action: Passed first reading of Ordinance No. 2025-06 and Set Public Hearing and Second Reading for June 18, 2025.

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

(d) First Reading Ordinance No. 2025-08 Unsafe Structures

An Ordinance of the Village Council of the Village of Estero, Florida, Creating a New Chapter 23 Regarding Property Maintenance; Creating a New Article II (Unsafe Structures) of Chapter 23 to Provide for the Prohibition of Unsafe Structures and for the Authority of the Village to Ensure Such Structures are Abated or Removed; Making Related Findings; Providing for Codification, Severability, and for an Effective Date.

Staff Presentation/Comments
Robert Eschenfelder, Village Attorney

Council Questions or Comments
Councilmembers McLain and Mayor Ribble

Public Comments
None

Motion: Motion to pass first reading of Ordinance No. 2025-08 and Set Public Hearing and Second Reading for June 18, 2025.

Motion by: Councilmember Fayhee
Seconded by: Vice Mayor Zalucki

Action: Passed first reading of Ordinance No. 2025-08 and Set Public Hearing and Second Reading for June 18, 2025.

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

8. SECOND READING AND PUBLIC HEARING

(a) Second reading of Zoning Ordinance No. 2025-02 Home2 Suites at Coconut Point

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions an Amendment to the Mixed Use Planned Development Zoning and Deviations for a 2.37-Acre Property Located in the Coconut Point Development of Regional Impact (DRI); and Approving DRI Development Order Amendments for Property Bounded by US 41 on the West, Williams Road on the North, Seminole Gulf Railroad Right-Of-Way on the East and the Southern Boundary for the Village of Estero Limits, All in the Village of Estero, Florida; Providing for Severability; and Providing an Effective Date

Land Use Attorney Stroud provided information regarding Board business and quasi-judicial hearings. All audience members and staff providing testimony for the hearing were sworn in by Village Clerk Sacco.

No ex parte communication or conflicts of interest were noted.

Staff Presentation/Comments
Mary Gibbs, Community Development Director
Nancy Stroud, Village Land Use Attorney
Robert Eschenfelder, Village Attorney
Micheal Gibbons, Assistant Building Official

Presentation/Information by
Neale Montgomery, Pavese Law Firm
Tracy Ray, Peachtree Group
Jeremy M. Pettit, P.E., Ingenium Enterprises, Inc – Civil Engineering & Planning
Christopher Allred AIA, The RBA Group
Scott Richardson, VP Development of Simon
Yury Bykau, P.E., TR Transportation Consultants

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

Public Comments
Joan Kramar, The Residences

Motion: Motion to approve a continuance to July 2, 2025 for Condition 10 only.

Motion by: Councilmember Fayhee
Seconded by: Vice Mayor Zalucki

Action: Approved continuance to July 2, 2025 for Condition 10 only.

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

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

None

10. VILLAGE ATTORNEY'S REPORT

None

11. VILLAGE MANAGER'S REPORT

None

Adjourn Regular Session at 6:45 pm and Convene Workshop Items at 6:45 pm

12. WORKSHOP

(a) Presentation of the Tuscan Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2024 by Jeff Tuscan, CPA, Tuscan &. Company, PA

Staff Presentation/Comments
Kevin Greenville, Finance Director

Presentation/Information by
Jeff Tuscan, CPA, Tuscan &. Company, PA

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

Public Comments
None

12. ADJOURNMENT at 7:10 pm

Motion by Councilmember Ward

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: _____ By: _____

Carol Sacco, CMC, Village Clerk Joanne Ribble, Mayor

(td/CS)
For an official copy of the signed minutes, please submit a Public Record Request.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Annual Comprehensive Financial Report for the Fiscal Year Ended September 30, 2024, by Jeff Tuscan, CPA, Tuscan &. Company, PA.

Approve Comprehensive Annual Financial Report.

Background:

The Annual Comprehensive Financial Report was presented to Council at a workshop on June 4, 2025.

Description:

In compliance with Florida Statutes 218.39, the Village's financial statements have been independently audited by Tuscan & Company, PA, a firm of licensed certified public accountants. The report provides details of operations for the twelve (12) months ending September 30, 2024. The independent auditor has issued an unmodified ("clean") opinion on the Village's financial statements for the fiscal year ended September 30, 2024.

The audit report also includes the Government Financial Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the Village of Estero for fiscal year ended September 30, 2023. The Village has achieved this prestigious award each fiscal year since inception.

The Village is committed to maintaining the highest standard of controls and oversight of our financial affairs. The Auditor is provided complete access to any and all records – at their complete discretion. Our objective is to provide the highest level of accountability and integrity in our handling of taxpayers dollars. We also commit to complete transparency and fully disclose any issues. Below is our audit history.

Summary of Audit Findings and Management Letter Comments		
FY	Audit Findings	Mgmt Letter Comments
2014/2015	2	1
2015/2016	0	0
2016/2017	1	0

2017/2018	0	0
2018/2019	0	1
2019/2020	0	0
2020/2021	0	1
2021/2022	0	1
2022/2023	0	2
2023/2024	0	2

"Findings" represent serious deficiencies in our operation and a "management comment" represents a serious concern that warrants immediate attention. Either represents an opportunity to improve our operation to best preserve the public trust. The expectation is that we never have a "finding" and only rarely have a "management comment". You can see from our history that we take the audit very seriously and manage in accordance with the highest standards of professional conduct.

A history of our Audit Findings and Management Letter Comments is attached. Of course, all of the prior issues have been corrected.

A Certificate of Achievement is valid for a period of one year only. We believe that our current annual comprehensive financial report will meet the Certificate of Achievement Program's requirements and we are submitting it to the GFOA to determine its eligibility for this certificate.

Action Requested:

Approve Comprehensive Annual Financial Report.

Process and Timeline:

After adoption, Village and audit staff will complete all submittals required by federal, state, and local law.

Financial Impact:

There is no financial impact.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Summary of Audit Findings and Management Letter Comments (2 pages)
2. Annual Comprehensive Financial Report FY 24

Type	#	Finding	Criteria	Condition	Cause	Effect	Recommendation	View of Responsible Official and Planned Corrective Action
FINDING	2015-001	Segregate Payroll Duties	The basic premise of segregation of duties is that no one person should have access to both physical assets and the related accounting records or to all phases of a transaction. During the audit, we noted a lack of segregation of duties within the payroll process.	One employee maintains the payroll master file, including making changes to it for pay rate changes; prepares the payroll; transmits the payroll; and records the transactions in the general ledger.	The Village's finance staff consists of just one person, the Finance Director.	This lack of segregation of duties in the payroll function increases the risk that an error or irregularity could occur and go undetected.	While the Village Manager reviews and approves a preprocessing payroll report, we recommend that the Village Manager also review a payroll post-processing report and compare it to the approved preprocessing report. In addition, the Village Manager should review a payroll change report each pay period, detailing any changes made to the payroll master file.	Effective November 15, 2015, the Village Manager reviews and approves a post-processing report and agrees it to the approved processing report. The Village Manager also reviews a payroll change report to verify that any changes completed are as authorized. On January 27, 2016, a Finance Clerk began work in the Finance Department. This additional staff will allow for segregation of duties in the payroll process.
FINDING	2015-002	Approve Journal Entries	The proper initiation, authorization, recording, and processing of standard and nonstandard journal entries helps guard against the use of journal entries to obscure fraudulent financial reporting.	One employee prepares and records journal entries, without a review or approval of the entry or supporting documentation.	The Village's finance staff consists of just one person, the Finance Director.	This lack of journal entry review and approval increases the risk that an error or irregularity could occur and go undetected.	We recommend the adopting of a policy whereby a report detailing all journal entries will be reviewed by the Village Manager or other designated member of management each month. The report should be initialed and dated by the preparer and initialed and dated by the management reviewer.	On January 27, 2016, a Finance Clerk began work in the Finance Department. With two financial staff members, Finance Clerk and Finance Director, one staff member will prepare the journal entry and the other staff member will review the journal entry with supporting documentation. From November 2, 2015 through January 27, 2016, the Village Manager reviewed and approved all journal entries.
Mgmt Letter	ML#2015-001	Formal Written Policies	Written policies and procedures should be maintained and updated regularly to establish standard practices, establish procedures to address identifies risks in order to prevent or detect and correct errors or fraud, and establish responsibilities for preparation, review and approval of information.	Our review of internal controls revealed financial policies and procedures for recording transactions were not in formal approved written form.	The Village was created on December 31, 2014 and written policies and procedures have not yet been developed.	Without formal written policies and procedures in place, the Village is vulnerable to errors or fraud that might go undetected.	We recommend formal written policies and procedures be adopted which establish standard practices, establish procedures to address identifies risks in order to prevent pr detect and correct errors or fraud, and establish responsibilities for preparation, review and approval of information. Such policies should include string segregation of duties when possible. The policies and procedures should require physical documentation, such as signature/initials and dates, related to preparation, review and approval of information in order to hold those responsible individuals accountable. The policies and procedures should required at least annual updating of the written document in order to address new risks or new procedures required.	Village staff is currently developing formal written policies and procedures for recording transactions an expect those to be completed within the next few months.
FINDING	2017-001	Surcharge Fees	Village management is responsible for establishing and maintaining internal controls over the proper recording of all of the Village's transaction and reconciliation and review of the Village's account balances.	In accordance with State law, the Village is required to calculate and collect certain building surcharge fees on building permits to be remitted to the Florida Department of Business and Professional Regulation and Florida Department of Community Affairs. The Village retains 10% of the surcharge fees and records that amount as revenue in the financial statements. During testing of the permit revenues and associated fees, we noted one instance in which the Florida Department of Business and Professional Regulation and Florida Department of Community Affairs building surcharge fees were assessed on an incorrect total, including certain permit fees not subject to the surcharge fee.	The community development software requires manual calculation of the building surcharge fee base which provides an increased opportunity for error in assessing surcharge fees. The Village does not have internal controls in place to review that the correct surcharge fee base is entered into the system and that the resulting surcharge fee paid by the applicant is calculated correctly.	The Village's revenue is overstated by $2,428.	We recommend that the Village implement policies and procedures to improve the calculation and monthly reconciliation of the surcharge fees to ensure that the proper amounts are being charged and remitted to the State of Florida.	The Village has requested that the community development software be updated to automate the calculation of the building surcharge fee. The software update is in process and it will be implemented when testing is completed. In addition, the Village has implemented a monthly review of building surcharge fees.
Mgmt Letter	2019-01	Contracted Service Provider Reporting Must be Improved		We noted several programming and administrative issues with the proprietary software developed and maintained by the community development department's contract service provider.		1) Community development staff members were permitted to remove frees an issue permits prior to payment of fees in the software without documentations of approval. 2) Certain administrative fees were set up to calculate incorrectly in the software. 3) A software update allowed multiple credit card payments for the same permit on the public portal; however, fee payments were not recorded in the proprietary community development software. 4) No printable log o historical system errors and/or overrides was stored or available.		
Mgmt Letter	2020-01	Submit Public Depositor Annual Report by November 30		During the year ended September 30, 2021, we noted the Public Depositor Annual Report for fiscal year 2021 was not submitted timely to the Chief Financial Officer. Florida Statute 280.16(1)(d) requires a report of all public deposits must be submitted to the Chief Financial Officer annually by November 30. Therefore, the report for fiscal year 2021 was due by November 30, 2021. The actual report was not submitted until May 31,2022.				The Village's Interim Finance Director has prepared a list of Financial Reports and Submissions Requirements which includes the Report name, method of submission and due dates. The Village Manager and Village Clerk were provided this schedule. Therefore, if the Finance Director position is vacant or is not aware of certain reporting requirements, the Manager and Clerk will be aware of the deadlines for reporting.

Type	#	Finding	Criteria	Condition	Cause	Effect	Recommendation	View of Responsible Official and Planned Corrective Action
Mgmt Letter	2021-02	Expenditures in excess of the final approved budget		During the audit, we noted that the Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	The Village hired a new Finance Director on October 17, 2022. The new director prepared the year-end budget amendment due within sixty days of the fiscal year-end close on September 30, 2022. The building fund had excess expenditures totaling $946. This was due to a correcting entry of expenditures performed after the budget amendment was prepared. The driving range fund had excess expenditures totaling $21,039. The driving range fund was established during the fiscal year. With no historical data, budget amounts were estimated for the driving range.	The Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	We recommend the Village budget its audited carryforward in each fund which will provide a contingency and help to eliminate the potential of an over expenditure. Alternately, expenditures in excess of budget should be monitored and avoided.	At the completion of each annual fiscal year financial audit, the Village will adopt a mid-year budget amendment which will include the audited carryforward in each fund.
Mgmt Letter	2022-01	Expenditures in excess of the final approved budget		During the audit, we noted that the Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	Per last year's management response, the Village adopted a mid-year budget amendment which included the audited carryforward in each fund. The fiscal year ended September 30, 2023, was the first full year of activity within the driving range fund. Expenditures within this fund are primarily pass-through and funded from driving range operational revenue. Due to this, the audited carryforward in this fund was not enough to eliminate an over expenditure.	The Village had expenditures in excess of its final approved budget in two funds; the building fund and the driving range fund. Florida Statute Chapter 166.241 (2) prohibits such excess expenditures.	We recommend the Village continue to budget its audited carryforward in each fund which will provide a contingency and help to eliminate the potential of an over expenditure. Alternately, expenditures in excess of budget should be monitored and the budget amended if circumstances require additional expenditures.	At the completion of each annual fiscal year financial audit, the Village will continue to adopt a mid-year budget amendment which will include the audited carryforward in each fund. Additionally, the Village will complete a year-end budget expenditure reconciliation and amend the budget if required.
Mgmt Letter	2022-02	Three outstanding items in the operating cash account over 12 months old		During the audit, we noted 3 items outstanding in the operating cash account over 12 months old. Per F.S. 717.113 unclaimed items over 12 months old should be properly disposed.	The Village had three checks totaling $5,274.21 outstanding as of September 30, 2023 that were over 12 months old.	The Village had 3 items outstanding in the operating cash account over 12 months old. Per F.S. 717.113 unclaimed items over 12 months old should be properly disposed.	We recommend that the Village investigate these items and properly dispose of them.	The Village has investigated the three outstanding checks and are now properly disposed. Each month, during the bank reconciliation process, outstanding checks over 12 months will be properly disposed.
Mgmt Letter	2023-01	Late Reporting Submission for Federal Grant CFDA 21.027.		The Federal Grant CFDA 21.027 requires quarterly reporting within last day of the month following quarter end.	The report for the quarter ended December 31, 2023, was filed two (2) days late.	The Federal Grant CFDA 21.027 requires quarterly reporting within last day of the month following quarter end. The report for the quarter ended December 31, 2023, was filed two (2) days late.	We recommend the Village submit all grant reporting on-time.	The Village is aware the report was submitted two days late as the Finance staff was going through an accounting software conversion and had multiple vacant positions. There was no non-compliance as a result and as of today, all subsequent reports have been submitted on time.
Mgmt Letter	2023-02	Journals posted during audit process.		As the result of the software conversion, many journal entries were required during the audit process.	The Village made several entries after the audit began.	This resulted in unbalanced funds and confusion with many large differences being noted and an extended closeout process.	Routinely, we would recommend that the Village cease to post entries once the audit has begun and wait until the end of the audit so to prevent future confusion. However, once these software issues were resolved, this likely won't be an issue in the future.	The Village believes these software issues are resolved and future audits will not include significant adjustment entries.

The following attachment is not a PDF, so a link to the native file format is being provided instead:

2. 2024 Village of Estero ACFR _SECURED_.pdf (LINK)

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Disaster Debris Monitoring Services RFP 101225

Approve the award of Request for Proposal 101225, Disaster Debris Monitoring Services for the Village of Estero to the highest scoring proposal, Rostan Solutions, LLC. to provide on-call disaster debris monitoring services as provided in the contract for a one-year period, at the rates submitted on their proposal, authorize the Village Manager to execute contract documents on behalf of the Village of Estero Council. Grant the Village Manager the authority to renegotiate and execute the renewal of this contract for three (3) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Background:

This service was last bid in 2024 with a one-year original term and three one-year extensions and awarded to the lowest, responsive, and responsible bidder. The Village felt the need to solicit this service again for the 2025 season but issued it this time as a Request for Proposal. The Village received three proposals.

Description:

As part of its disaster preparedness program and to ensure FEMA reimbursement, the Village of Estero contracts with a professional firm which specializes in monitoring the collection and disposal of disaster-related debris. The Village has competitively bid these services to private contractors under RFP 101225.

The awarded vendor will provide debris monitoring activities such as on-site monitoring and assistance in obtaining FEMA reimbursement on an on-call/as-needed basis. Proposals were received on May 28, 2025. The Village received three proposals.

The action requested approves the award of the RFP to the highest scoring firm, Rostan Solutions, and authorizes the Village Manager to execute a final contract with the firm in order for the Village to be prepared for the 2025 storm season. While price alone was not the determining factor in this RFP, Rostan is the highest scoring firm and also has the lowest price proposal.

Action Requested:

Approve the award of Request for Proposal 101225, Disaster Debris Monitoring Services for the Village of Estero to the highest scoring proposal, Rostan Solutions, LLC. to provide on-call disaster debris monitoring services as provided in the contract for a one-year period, at the rates submitted on their proposal, authorize the Village Manager to execute contract documents on behalf of the Village of Estero Council. Grant the Village Manager the authority to renegotiate and execute the renewal of this contract for three (3) additional one (1) year terms under the same terms and conditions, if doing so is in the best interest of the Village of Estero.

Process and Timeline:

Execute contract with Rostan Solutions, LLC in accordance with the terms and conditions of RFP 101225, Firm's submitted rates, and Firms proposal.

Financial Impact:

Services for the contract will be provided on an as needed basis. Funding level to be determined by disaster severity and the level of services required at the time of an event.

Prepared by: Steve Gillette

Attachments:

1. Supplier Proposal (Rostan Solutions, LLC)
2. RFP Scoring Evaluation Sheet
3. Agreement

ROSTAN SOLUTIONS

DISASTER DEBRIS MONITORING SERVICES

RFP NO. 101225 | MAY 28, 2025

DISASTER DEBRIS MONITORING SERVICES FOR THE VILLAGE OF ESTERO, FLORIDA

SUBMITTED BY:

ROSTAN SOLUTIONS, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, Florida 33596

Travis Mays, Prinicpal/Vice President
Office: 813.333.7042
Mobile: 713.823.2002
Fax: 813.333.7330
Email: tmays@rostan.com
Website: www.rostan.com

ROSTAN

May 28, 2025

Village of Estero
Purchasing Department
Attn: Steve Gillette, Procurement Manager
9401 Corkscrew Palms Circle
Estero, Florida 33928

Re: RFP No. 101225 — Disaster Debris Monitoring Services

Dear Mr. Gillette and Selection Committee Members,

It is with sincere gratitude that Rostan Solutions, LLC (hereinafter, Rostan) submits our proposal in response to the Village of Estero's (hereinafter, Village) request for proposals for disaster debris monitoring services. Rostan, while under contract for the Village in 2017 and 2022, was activated in response to Hurricane's Irma and Ian respectively. As the Village is aware, we take our responsibility seriously. This means prioritizing responsiveness and understanding that attentiveness to detail, open and honest communication, and efficiency in our work efforts are paramount to supporting the Village's recovery efforts and achieving successful outcomes. Rostan remains as committed today as we ever were when it comes to supporting the Village's effort to recover and navigate the complexities of the disaster life cycle and applicable federal funding programs.

Our mission is to promote and implement responsible solutions to ensure communities are better prepared to respond to, and expeditiously recover from, disaster events.

Some of the attributes that differentiate Rostan from our competitors include:

SELECTIVE ENGAGEMENTS

Rostan maintains a principled and responsible approach to pursuing contracts and work opportunities. ***So, what does this mean for the Village?*** It means that we selectively pursue opportunities based on our known commitments in the area, and our ability to provide resources to multiple clients in these areas concurrently. The Village, for nearly a decade, held the position as a key client in our portfolio in southwest Florida. As a key client, we can assure the Village will always have priority access to our owned and managed resources, and that we will limit the pursuit of neighboring work opportunities that may present a resource conflict following large events.

FAMILIARITY WITH THE PROJECT

Rostan has been activated and responded to disasters in the Village on two occasions. First following Hurricane Irma, Rostan responded to a limited-scope event focused on debris collection from select waterways. Most recently Rostan responded to Hurricane Ian in 2022 which resulted in a Village-wide

debris collection project. Following Ian, Rostan monitored Crowder Gulf crews as they collected, processed and disposed of more than 375,000 cubic yards of vegetation and C&D debris. Rostan also monitored the removal of nearly 1,500 hazardous limbs and trees.

We have dedicated John Dickinson (Project Manager) to the Village for this proposal and any future project efforts that may occur. John Dickinson was intimately involved in the Hurricane Ian recovery project, servicing the Village as Rostan's Operations Manager for the project's duration.

STAFF EXPERTISE

Rostan has an immensely deep bench, incorporating seasoned professionals from a broad range of expertise and backgrounds. Our personnel represent career industry professionals, technical experts, former FEMA and state emergency management employees, attorneys and legal/policy experts, engineers and facilities professionals, and a veteran debris operations team. In addition to our debris monitoring work, Rostan has provided limited scope Public Assistance and Consulting services under a separate contract with the Village. We believe the work we have performed in the Village is representative of the staff expertise and experience we maintain in house.

CUTTING EDGE TECHNOLOGY

HAULPASS®

For nearly 20 years, HaulPass® has been recognized as the original and most trusted name in automated debris management systems (ADMS). Developed by Rostan following Hurricane Katrina, HaulPass® led the digital wave, replacing traditional 5-ply carbon ticketing methods. In 2018, HaulPass® began an extensive redevelopment process to capitalize on emerging technologies and to move to a new operating platform. The new HaulPass® went live in 2019 in response to Hurricane Dorian and has been utilized on more than 60 projects since that time, including for the Village in 2022 following Hurricane Ian. Rostan has invested millions in HaulPass® since 2018 and is continually innovating and developing new features to remain at the forefront of the ADMS industry.

Since HaulPass® was developed, we have never delayed a recovery effort, stopped work, or been forced to use another data collection method.

COST INTEGRITY

We recognize that cost ultimately plays a factor in deciding who the Village contracts with but understand true cost is difficult to conceptualize based off a fee schedule and a model scenario alone. To contextualize, Rostan prides itself on efficiency by optimizing staffing levels to provide only necessary but appropriate oversight with a focus on maintaining a cost-effective project. We understand as stewards of community and public funding that our fiduciary responsibility is to maximize the utilization of every dollar spent. As a result, we employ highly capable people in our management structure, and while our costs may appear higher than competitors on paper, overall savings occur due to our management principles and focus on efficiency.

ROSTAN

POINT OF CONTACT

I will serve as the administrative contact for the Village including contractual requirements and technical clarifications specific to this proposal. Jeff Cousins, our Director of Debris Programs, will serve as the primary operational contact including seasonal preparation and deployment following contract activation.

	ADMINISTRATIVE CONTACT	PRIMARY CLIENT CONTACT
NAME	Travis Mays,	Jeff Cousins
TITLE	Principal/Vice President	Director—Debris Programs
ADDRESS	3433 Lithia Pinecrest Road, Suite 287 Valrico, FL 33596	3433 Lithia Pinecrest Road, Suite 287 Valrico, FL 33596
TELEPHONE	713-823-2002	954-707-8637
FAX	813-333-7330	813-333-7330
EMAIL	tmays@rostan.com	jcousins@rostan.com

In closing, we are grateful to have had the opportunity to support the Village's recovery efforts in response to multiple events and remain prepared to partner with the Village in the future, should the need arise. If you should have any questions or require any additional information, please do not hesitate to contact us. We appreciate your fair consideration and believe our proposal offers a personalized, innovative, and cost-reasonable approach to the services requested.

Very truly yours,

Travis Mays
Principal/Vice President
Rostan Solutions, LLC

ROSTAN

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SECTION 1–QUALIFICATIONS AND EXPERIENCE

1.1 Firm Qualifications and Experience

1.1.1 Minimum Qualifications

1.1.2 Rostan Team Profile

1.1.3 Experience Overview: Previous Five Years

1.1.4 Relevant Past Projects

1.2 Staff Qualifications and Experience

1.2.1 Firm and Project Organizational Structure

1.2.2 Key Personnel

1.2.3 Annotated Monitor Training Program

1.2.4 Rostan Team Resumes

ROSTAN

1.1 FIRM QUALIFICATIONS AND EXPERIENCE

1.1.1 MINIMUM QUALIFICATIONS

Rostan has been performing debris removal monitoring services for nineteen (19) years, since its inception in 2006, and has monitored the removal of debris for the Village of Estero, as well as jurisdictions with populations of 50,000, including:

JURISDICTION	EST. POP.	EVENT	DURATION	VOLUME (CY)	TRUCK CERTS	DISPOSAL SITES	MONITORS	TICKETING TYPE	COST
Village of Estero, FL	38,000	Hurricane Ian (FEMA DR-4673)	Oct. 2022–Jan. 2023	374,646.40	50	1 DMS, 6 Final	35	HaulPass® ADMS	$640,000.00
Village of Estero, FL	38,000	Hurricane Irma (FEMA DR-4337)	Feb. 2018	1,595.80	3	1 Final	2	HaulPass® ADMS	$5,000.00
Charleston County, SC	425,000	Flooding (FEMA DR-4241)	Oct. 2015–Nov. 2015	31,464.40	9	1 Final	7	HaulPass® ADMS	$2,300,000.00
		Hurricane Matthew (FEMA DR-4286)	Oct. 2016–Feb. 2017	415,737.70	206	3 DMS, 8 Final	116	HaulPass® ADMS	$1,400,000.00
		Hurricane Irma (FEMA DR-4346)	Sep. 2017–Jan. 2018	15,840.00	26	1 DMS, 4 Final	19	HaulPass® ADMS	$230,000.00
		Hurricane Dorian (FEMA DR-4464)	Sep. 2019–Dec. 2019	655,358.40	212	4 DMS, 3 Final	128	HaulPass® ADMS	$1,500,000.00
City of North Port, FL	90,000	Hurricane Milton (FEMA DR-4834)	Nov. 2024–Feb. 2025	43,178.30	14	1 DMS, 1 Final	12	HaulPass® ADMS	$165,000.00
		Hurricane Ian (FEMA DR-4673)	Oct. 2022–Feb. 2023	2,772,845.30	330	4 DMS, 3 Final	225	HaulPass® ADMS	$4,100,000.00
		Hurricane Irma (FEMA DR-4337)	Sep. 2017–Dec. 2017	63,542.00	44	1 DMS, 1 Final	14	HaulPass® ADMS	$470,000.00
City of Pinellas Park, FL	53,000	Hurricane Ian (FEMA DR-4673)	Oct. 2022	5,197.00	2	1 Final	8	HaulPass® ADMS	$12,000.00
		Hurricane Milton (FEMA DR-4834)	Oct. 2024–Nov. 2024	194,140.80	34	1 DMS, 1 Final	48	HaulPass® ADMS	$285,000.00
City of Richardson, TX	118,000	Tornado (FEMA DR-4781)	Jun. 2024–Jul. 2024	304,249.50	24	1 DMS, 1 Final	19	HaulPass® ADMS	$289,000.00
		Tornado (Non-Declared)	Oct. 2019–Dec. 2019	71,321.90	18	1 DMS, 1 Final	9	HaulPass® ADMS	$100,000.00

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Rostan is a proud member of the American Public Works Association

1.1.2 FIRM PROFILE/FIRM HISTORY

ROSTAN SOLUTIONS, LLC

Rostan is dedicated to providing expert guidance, resolute standards of care, and attentive focus in support of municipal and private sector clients throughout the United States. With a business practice built around the core elements of the disaster life cycle, Rostan employs high-character professionals with a broad range of experience and expertise.

OUR AREAS OF EXPERTISE

Rostan's business was formed with and initial focus on debris monitoring services and has grown over the past 20 years to encompass several related service lines including planning and mitigation, long-term recovery, post-disaster construction management, and specialized technical support services.

OUR PERSONNEL

With more than 50 professionals dedicated to their practice year-round, Rostan maintains firsthand knowledge of federal and state-level laws, policy and compliance, and disaster recovery guidance that governs the services that we provide to our clients.

Rostan's team has assisted state and local governments throughout all disaster recovery phases contemplated by the Village's RFP. Rostan's key disaster debris management team members have more than 150 years of combined experience in disaster debris management operations and Public Assistance support services resulting from earthquakes, floods, tornadoes, snow/ice storms, fires, and hurricanes.

Our team is intimately familiar with the policies and procedures of the Federal Emergency Management Administration, National Resource Conservation Service (NRCS), Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Division of Emergency Management (FDEM), U.S. Department of Housing and Urban Development (HUD), and the Federal Highway Administration (FHWA). We have proven success in meeting document and record requirements for FEMA (HMGP and PA), HHS, HUD (CDBG), and NRCS grant programs. Our core personnel have remained consistent through the years enabling us to harness our collective experience as we grow and develop new talented resources to support our growing client base.

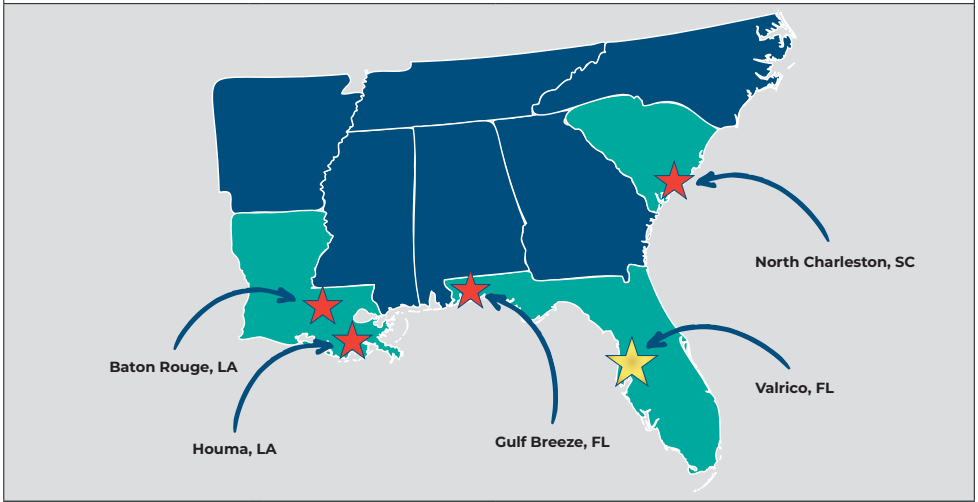
ROSTAN

FIRM NAME
Rostan Solutions, LLC

FAX	WEBSITE	FEIN
813.333.7330	www.rostan.com	20-5425053

ROSTAN OFFICE LOCATIONS

3433 Lithia Pinecrest Road, Suite 287, Valrico, FL 33596 – *Corporate*
4600 Goer Drive, Suite 200A, North Charleston, SC 29406 – *Regional Office*
8282 Goodwood Boulevard, Baton Rouge, LA 70806 – *Regional Office*
3000 Gulf Breeze Parkway, Gulf Breeze, Florida 32563 – *Regional Office*
2043 Coteau Road, Suite 101, Houma, LA 70364 – *Regional Office*



ROSTAN PRINCIPALS [AUTHORIZED NEGOTIATORS]

Darius Stankunas President 561-701-7390 dstankunas@rostan.com	Sam Rosania Executive Vice President 813-505-1313 srosania@rostan.com	Travis Mays Vice President 713-823-2002 tmays@rostan.com	Kyle Jones Vice President 225-202-3637 kjones@rostan.com

YEAR ESTABLISHED	DUNS	SYSTEM FOR AWARD MANAGEMENT [SAM] STATUS
2006	964990340	Active

ROSTAN

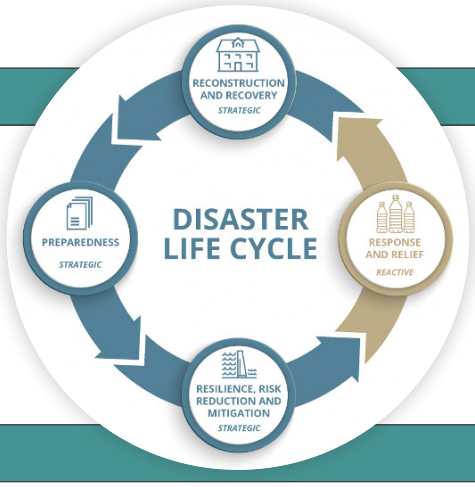
ROSTAN SOLUTIONS SERVICE OFFERINGS—DISASTER LIFE CYCLE

PREPAREDNESS: *BEFORE DISASTER STRIKES, ROSTAN CAN HELP YOU BE READY FOR ANY EMERGENCY*

- Federal [FEMA] Procurement Policies and Procedures Review and Assessment
- Pre-Event Disaster Response and Recovery Procurement Support
- Comprehensive Emergency Plan Development and Review
- Continuity of Operations ("COOP") Plan Development and Review
- Debris Management Plan Development and Seasonal Review
- DMS Permitting and Regulatory Support Including Identification and Baseline Assessment
- FEMA Public Assistance Pre-Event Audit
- Community Rating System ("CRS") Support and Staff Augmentation
- Training and Exercises

RESPONSE & RELIEF: *ROSTAN IS YOUR PARTNER DURING THE DISASTER TO ENSURE OPERATIONAL CONTINUITY*

- Debris Monitoring [of Debris Removal]
  - General Debris Removal Management
  - Private Property Demolition and Debris Removal Oversight
  - Waterway Debris Removal Oversight
  - Data Development and Document Management
- Public Information and Outreach Support
- Emergency Procurement Support
- Project Management Services for Emergency Remediation and Repair Efforts
- Post-Disaster Damage Assessment and Inventory
- Residential and Public Infrastructure Substantial Damage Assessments
- Emergency Operations Center ("EOC") Staff Augmentation
- GIS-Based Support for Emergency Response and Planning Activities
- Federal, State, and Local Regulatory Compliance Monitoring



RECOVERY AND RECONSTRUCTION: *ROSTAN CAN LEAD YOUR DISASTER RECOVERY AND LONG-TERM REBUILDING EFFORTS*

- Federal Disaster Recovery Funding Program Administration
  - FEMA Public Assistance ("PA") Program, Including 406 Mitigation & Alternative Procedures Pilot ("428 Program") Project Development
  - HHS Administration for Children and Families ("ACF") Funding
  - National Resource Conservation Service ("NRCS") Emergency Watershed Protection Program ("EWP")
- Administrative Appeals Support for Adverse Agency Determinations
- Federal Procurement Regulation ["2 CFR Part 200"] Advisory Services
- Project Management and Construction Oversight
- After Action Planning
- Long-Term Recovery Planning
- Federal Single Audit Support

RESILIENCE, RISK REDUCTION, AND MITIGATION: *AFTER THE DISASTER, ROSTAN CAN HELP IDENTIFY AND SECURE MITIGATION FUNDING TO PROTECT AGAINST FUTURE DAMAGES*

- FEMA Hazard Mitigation Planning, Including:
  - Plan Development and Update
  - GIS and HAZUS-Based Risk Assessment
  - Planning Process Facilitation
- Identifying and Securing State and Federal Hazard Mitigation Funding:
  - FEMA Funding
    - ✧ Hazard Mitigation Grant Program ("HMGP")
    - ✧ Flood Mitigation Assistance ("FMA")
    - ✧ Building Resilient Infrastructure and Communities ("BRIC")
  - HUD Community Development Block Grant ("CDBG") Funding
    - ✧ CDBG Mitigation Funding ("CDBG-MIT")
    - ✧ CDBG Disaster Recovery Funding ("CDBG-DR")
- Benefit-Cost Analysis ("BCA") Preparation and Rehabilitation
- GIS Application Development
- Grant Management and Regulatory Compliance Support, Including Representation with State and Federal Agencies
- Client-Specific Grant Research and Funding Identification (USDA, NWRF, CWA, etc)

ROSTAN

State of Florida
Department of State

I certify from the records of this office that ROSTAN SOLUTIONS, LLC is a limited liability company organized under the laws of the State of Florida, filed on October 30, 2014, effective November 1, 2014.

The document number of this limited liability company is L14000169270.

I further certify that said limited liability company has paid all fees due this office through December 31, 2025 and that its status is active.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of January, 2025

Secretary of State

Tracking Number: 1731534341CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

ROSTAN

State of Florida

Board of Professional Engineers

Rostan Solutions LLC

Has satisfied the requirements of Section 471.023, Florida Statutes. In recognition thereof, the Board of Professional Engineers hereby authorizes this firm to offer engineering services in the State of Florida in accordance with Chapter 471, Florida Statutes, and the rules of the Board.

Witness the Seal of the Board and the Signature of the Board's duly authorized Chair this 13 day of November, 2014.

CA LIC No: 30927

Chair

FBPE FLORIDA BOARD OF PROFESSIONAL ENGINEERS

Licensee

Name:	**ROSTAN SOLUTIONS, LLC**	License Number:	**30927**
Rank:	**Registry**	License Expiration Date:	
Primary Status:	**Current**	Original License Date:	**11/13/2014**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
77429	Current, Active	STANKUNAS, JOHN	Registry		Professional Engineer	02/28/2027

Licensee

Name:	**STANKUNAS, JOHN**	License Number:	**77429**
Rank:	**Professional Engineer**	License Expiration Date:	**02/28/2027**
Primary Status:	**Current**	Original License Date:	**04/28/2014**
Secondary Status:	**Active**		

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
30927	Current	ROSTAN SOLUTIONS, LLC	Registry		Registry	

ROSTAN

1.1.3 EXPERIENCE OVERVIEW: PREVIOUS FIVE YEARS

Rostan has a proven track record of providing debris monitoring services throughout the United States. The projects depicted below, all of which have been completed successfully or are ongoing, summarize our team's experience performing similar services for the past decade.

EVENT YEAR	CLIENT	STATE	EVENT NAME	FEMA-DR	DURATION	PRIME	ADMS USED	DEBRIS TYPE / QUANTITY
2024	Empath Health	FL	Hurricane Milton	4834	Dec. 2024		HaulPass®	1 Hanger / 2 Stumps / 945.1 CY Vegetative
2024	City of Kenneth City	FL	Hurricane Milton	4834	Oct. 2024 - Feb. 2025	✓	HaulPass®	614.1 CY C&D / 413.0 CY Compacted C&D / 2,420.2 CY Mulch / 8,068.4 CY Vegetative
2024	City of Leesburg	FL	Hurricane Milton	4834	Oct. 2024 - Nov. 2024	✓	HaulPass®	46,359.1 CY Vegetative
2024	Town of North Redington Beach	FL	Hurricane Milton	4834	Oct. 2024 - Dec. 2024	✓	HaulPass®	18,899.6 CY C&D / 11,213.8 CY Compacted C&D / 251.5 CY Sand / 39.2 CY Vegetative
2024	City of Minneola	FL	Hurricane Milton	4834	Oct. 2024 - Nov. 2024	✓	HaulPass®	1,684.6 CY C&D / 4,587.5 CY Vegetative
2024	City of North Port	FL	Hurricane Milton	4834	Nov. 2024 - Feb. 2025	✓	HaulPass®	31,478.8 CY Mulch / 11,699.5 CY Vegetative
2024	City of Pinellas Park	FL	Hurricane Milton	4834	Oct. 2024 - Nov. 2024	✓	HaulPass®	11,591.1 CY C&D / 2,239 Hangers / 13 Leaners / 25,184.2 CY Mulch / 157,365.5 CY Vegetative
2024	Town of Windermere	FL	Hurricane Helene	4828	Oct. 2024	✓	HaulPass®	12,302.4 CY Vegetative
2024	City of Belleair Beach	FL	Hurricane Helene	4828	Oct. 2024 - Nov. 2024	✓	HaulPass®	653.5 CY C&D / 3,599.3 CY Sand / 1,634.6 CY Sediment / 250.6 CY Vegetative
2024	Town of Indian Shores	FL	Hurricane Helene	4828	Oct. 2024 - Jan. 2025	✓	HaulPass®	2,555.3 CY C&D / 706.2 CY Compacted C&D / 4,228.0 CY Sand / 880.0 CY Sediment / 433.7 CY Vegetative
2024	Town of Redington Beach	FL	Hurricane Helene	4828	Dec. 2024	✓	HaulPass®	2,468.5 CY C&D / 668.0 CY Sand
2024	Town of Redington Shores	FL	Hurricane Helene	4828	Oct. 2024 - Jan. 2025	✓	HaulPass®	2,9442.8 CY C&D / 15,188.5 CY Compacted C&D / 16,267.7 CY Sand / 418.0 CY Sediment / 54.5 CY Vegetative
2024	City of Safety Harbor	FL	Hurricane Helene	4828	Oct. 2024 - Jan. 2025	✓	HaulPass®	3,417.9 CY C&D / 38,141.4 CY Vegetative
2024	City of St. Pete Beach	FL	Hurricane Helene	4828	Sep. 2024 - Dec. 2024	✓	HaulPass®	206,646.5 CY C&D / 63,114.1 CY & 3,203.09 Tons Compacted C&D / 7,080 lbs. HHW / 4,229.5 CY Mixed Debris / 1,985.4 CY Mulch / 1,042.3 CY Sand / 13,483.8 CY Vegetative
2024	City of Treasure Island	FL	Hurricane Helene	4828	Oct. 2024 - Dec. 2024	✓	HaulPass®	68,655.3 CY C&D / 13,421.4 CY Sand / 17.9 CY Sediment / 6,894.1 CY Vegetative
2024	Glascock County	GA	Hurricane Helene	4830	Oct. 2024 - Mar. 2025	✓	HaulPass®	5,461 Hangers / 10,917 Leaners / 55,615.7 CY Mulch / 437 Stumps / 265,267.1 CY Vegetative
2024	Irwin County	GA	Hurricane Helene	4830	Oct. 2024 - Apr. 2025	✓	HaulPass®	7,579 Hangers / 202 Leaners 66,523.5 CY Mulch / 271,232.0 Vegetative
2024	Lanier County	GA	Hurricane Helene	4830	Oct. 2024 - Jan. 2025	✓	HaulPass®	8,235 Hangers / 6,156 Leaners / 1,695,662.8 CY Vegetative
2024	Lincoln County	GA	Hurricane Helene	4830	Oct. 2024 - Jan. 2025	✓	HaulPass®	1,175 Hangers / 58 Leaners / 79,160.6 CY Mulch / 112,842.8 CY Vegetative
2024	McDuffie County	GA	Hurricane Helene	4830	Oct. 2024 - Apr. 2025	✓	HaulPass®	132.3 CY C&D / 9,823 Hangers / 1,930 Leaners / 228,748.0 CY Mulch / 865,876.9 CY Vegetative

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EVENT YEAR	CLIENT	STATE	EVENT NAME	FEMA-DR	DURATION	PRIME	ADMS USED	DEBRIS TYPE / QUANTITY
2024	City of Ocilla	GA	Hurricane Helene	4830	Oct. 2024 - Dec. 2024	✓	HaulPass®	335 Hangers / 9 Leaners / 42,838.3 CY Vegetative
2024	Warren County	GA	Hurricane Helene	4830	Oct. 2024 - Feb. 2025	✓	HaulPass®	4,993 Hangers / 1,791 Leaners / 10,821.2 CY Mulch / 133,180.4 CY Vegetative
2024	City of Garden City	GA	Hurricane Helene	4830	Oct. 2024 - Nov. 2024	✓	HaulPass®	287 Hangers / 4,169.6 CY Mulch / 18,873.7 CY Vegetative
2024	Lyon County	KY	Severe Storms, Straight-line Winds, Tornadoes, Landslides, and Mudslides	4804	Jun. 2024 - Jul. 2024	✓	HaulPass®	1,185 Hangers / 12 Leaners / 10,309.00 CY Vegetative
2024	West Feliciana Parish	LA	Severe Storms	N/A	Apr. 2024 - May 2024	✓	HaulPass®	114,343.20 CY Vegetative
2024	City of Slidell	LA	Severe Storms	N/A	Apr. 2024 - May 2024	✓	HaulPass®	8,627.00 CY C&D / 19.72 Tons C&D / 57,008.20 CY Vegetative
2024	Assumption Parish	LA	Hurricane Francine	4817	Sep. 2024 - Nov. 2024	✓	HaulPass®	1,726.8 CY C&D / 10,792.2 CY Vegetative
2024	St. James Parish	LA	Hurricane Francine	4817	Sep. 2024	✓	HaulPass®	2,186.4 CY Vegetative
2024	Town of Carolina Beach	NC	PTC-8	4837	Sep. 2024 - Oct. 2024	✓	HaulPass®	2,963.2 CY C&D / 1, 180 LBS HHW / 1,331.6 CY Vegetative
2024	Town of Kure Beach	NC	PTC-8	4837	Sep. 2024 - Oct. 2024	✓	HaulPass®	3,327.8 CY C&D / 1,320 LBS HHW / 627.7 CY / Vegetative
2024	City of Freeport	TX	Hurricane Beryl	4798	Jul. 2024 - Aug. 2024	✓	HaulPass®	4,970.3 CY C&D / 1,024 Hangers / 51 Leaners / 62,954.50 CY Vegetative
2024	City of West Columbia	TX	Hurricane Beryl	4798	Jul. 2024 - Aug. 2024	✓	HaulPass®	329.40 CY C&D / 30,126.80 CY Vegetative
2024	City of Richardson	TX	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	4781	Jun. 2024 - Jul. 2024	✓	HaulPass®	42,781.80 CY Mulch / 261,467.70 CY Vegetative
2023	City of St. Pete Beach	FL	Hurricane Idalia	4734	Sep. 2023	✓	HaulPass®	357.10 CY C&D / 920.00 LBS HHW / 1,401.40 CY Vegetative
2023	Suwannee Valley Electric Coop	FL	Hurricane Idalia	4734	Oct. 2023 - Feb. 2024		HaulPass®	38,130 Hangers / 33,274 Leaners / 195,994.80 CY Mulch / 53,463.14 Linear Feet Power Line / 21,337.84 Linear Feet Power Poles / 528 Units Power Pole Hardware / 201 Units Tranformers / 802,192.50 CY Vegetative
2022	City of North Port	FL	Hurricane Ian	4673	Oct. 2022 - Feb. 2023	✓	HaulPass®	232,204.80 CY C&D / 81,845.70 CY Compacted C&D / 20,712 Hangers / 2,979.00 LBS. HHW / 8,543 Leaners / 325,889.00 CY Mulch / 591.70 CY Stumps / 2,132,314.10 CY Vegetative
2022	City of Pinellas Park	FL	Hurricane Ian	4673	Oct. 2022	✓	HaulPass®	5,197.00 CY Vegetative
2022	City of Sarasota	FL	Hurricane Ian	4673	Oct. 2022 - Jan. 2023		HaulPass®	3,664.70 CY C&D / 3,794 Hangers / 257 Leaners / 31,205.00 CY Mulch / 28.30 CY Stumps / 3 Units Stumps / 110,683.50 CY Vegetative
2022	City of St. Pete Beach	FL	Hurricane Ian	4673	Oct. 2022	✓	HaulPass®	997.9 CY Mulch / 3,629.7 CY Vegetative
2022	Town of Windermere	FL	Hurricane Ian	4673	Sep. 2022 - Oct. 2022	✓	HaulPass®	13,926.10 CY Vegetative
2022	Village of Estero	FL	Hurricane Ian	4673	Oct. 2022 - Jan. 2023	✓	HaulPass®	110,514.60 CY C&D / 36,882.90 CY Compacted C&D / 1,110 Units E-Waste / 1,377 Hangers / 7,712.00 LBS. HHW / 47 Leaners / 1,976.40 CY Mixed Debris / 34,726.20 CY Mulch / 190,546.30 CY Vegetative / 660 Units White Goods

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EVENT YEAR	CLIENT	STATE	EVENT NAME	FEMA-DR	DURATION	PRIME	ADMS USED	DEBRIS TYPE / QUANTITY
2022	Westport CDD	FL	Hurricane Ian	4673	Feb. 2023 - Mar. 2023	✓	HaulPass®	3897.80 CY Vegetative
2021	Lyon County	KY	Severe Storms, Tornadoes, and Straight-Line Winds	4630	Dec. 2021 - Mar. 2022	✓	HaulPass®	54,957.90 CY C&D / 36 Hangers / 122 Leaners / 248.00 CY Stumps / 3 Units Stumps / 73,242.50 CY Vegetative
2021	City of Gretna	LA	Hurricane Ida	4611	Sep. 2021 - Oct. 2021	✓	HaulPass®	7,830.10 CY C&D / 54.91 Tons C&D / 27,187.90 CY Vegetative
2021	City of Slidell	LA	Hurricane Ida	4611	Sep. 2021 - Feb. 2022	✓	HaulPass®	19,896.50 CY C&D / 80.69 Tons C&D / 501 Hangers / 67 Leaners / 48.02 CY Stumps / 4 Units Stumps / 109,195.30 CY Vegetative
2021	New Orleans City Park	LA	Hurricane Ida	4611	Sep. 2021 - Dec. 2021	✓	HaulPass®	1,250 Hangers / 133 Leaners / 3,781.50 CY Mulch / 48,574.10 CY Vegetative
2021	Town of Pearl River	LA	Hurricane Ida	4611	Sep. 2021 - Oct. 2021	✓	HaulPass®	278.10 CY C&D / 4,035.60 CY Vegetative
2021	St. James Parish	LA	Hurricane Ida	4611	Apr. 2022 - Dec. 2023	✓	HaulPass®	6,158.90 CY Vegetative
2021	Brazoria County	TX	Hurricane Nicholas	N/A	Sep. 2021 - Oct. 2021	✓	HaulPass®	58,197.60 CY Vegetative
2020	City of Gladbrook	IA	Severe Storms, Tornadoes, and Straight-Line Winds	4557	Sep. 2020	✓	HaulPass®	266 Hangers / 138 Leaners / 15,521.10 CY Vegetative
2020	City of State Center	IA	Severe Storms, Tornadoes, and Straight-Line Winds	4557	Sep. 2020 - Oct. 2020	✓	HaulPass®	402 Hangers / 50 Leaners / 8,091.50 CY Vegetative
2020	City of Tama	IA	Severe Storms, Tornadoes, and Straight-Line Winds	4557	Aug. 2020 - Sep. 2020	✓	HaulPass®	1,224.50 CY C&D / 1,162 Hangers / 257 Leaners / 85,644.40 CY Vegetative
2020	City of Toledo	IA	Severe Storms, Tornadoes, and Straight-Line Winds	4557	Aug. 2020 - Oct. 2020	✓	HaulPass®	710 Hangers / 141 Leaners / 45,312.20 CY Vegetative
2020	Tama Conservation Center	IA	Severe Storms, Tornadoes, and Straight-Line Winds	4557	Sep. 2020 - Oct. 2020	✓	HaulPass®	306 Hangers / 280 Leaners / 2,565.10 CY Vegetative
2020	New Orleans City Park	LA	Hurricane Zeta	4577	Nov. 2020	✓	HaulPass®	506 Hangers / 52 Leaners / 11,007.70 CY Vegetative
2020	West Feliciana Parish	LA	Hurricane Delta	4570	Nov. 2020 - Dec. 2020	✓	HaulPass®	8,222.10 CY Vegetative
2020	Cameron Parish	LA	Hurricane Laura	4559	Sep. 2020 - July 2023	✓	HaulPass®	800,493.10 CY C&D / 361.00 CY Concrete / 3,058 Units E-Waste / 1,528 Hangers / 46,180.00 LBS. HHW / 901 Leaners / 3 Units Large Metal Tanks / 252,551.10 CY Marsh Grass / 15,646.00 CY Mixed Waste / 577.89 Tons Regulated Asbestos Containing Material / 306 Units Small Engines / 928 CY Stumps / 11 Units Stumps / 1,978 Units Tires / 350,565.30 CY Vegetative / 4 Units Vehicles / 6 Units Vessels / 4,158 Units White Goods
2020	Town of Carolina Beach	NC	Hurricane Isaias	4568	Aug. 2020 - Sep. 2020	✓	HaulPass®	676.59 Tons Mulch / 32,139.80 CY Vegetative

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1.1.4 RELEVANT PAST PROJECTS

VILLAGE OF ESTERO, FL
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
HURRICANE IAN | FEMA DR-4673 | 375,000 CY
2022–2023 | COST: $640,000

Rostan's work with the Village of Estero is representative of the services we provided to our clients throughout the state following Hurricane Ian. The Village of Estero is a community that covers an area of approximately 25 square miles with a population of 37,000 people. It is located in Lee County, FL just south of Fort Myers. Rostan has served as the Village's on-call debris monitoring consultant since 2017. Rostan was in communication with the Village's Department of Public Works before Hurricane Ian had made landfall in preparation for an imminent deployment. Rostan staff was on the ground October 2, 2022, with debris monitoring activities commencing on October 4. Rostan hired over 30 local employees to serve as debris monitors. Debris monitoring efforts were completed in 91 days and a total of 375,000 cubic yards of storm-generated debris was collected and properly disposed. Over 1,350 hazardous limbs and 47 damaged or uprooted trees were also removed. Additionally, 660 white goods, 555 electronic waste items, and just over 7,700 pounds of household hazardous waste was properly disposed.

Contact: David Willems, P.E., Public Works Director, 9401 Corkscrew Palms Circle, Estero, FL 33928
239-221-5035, willems@estero-fl.gov

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CITY OF NORTH PORT, FL
PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MANAGEMENT SERVICES
MULTIPLE PROJECTS | 2017–ONGOING

HURRICANE MILTON | FEMA DR-4834 | 290,000 CY | COST: $165,000

In October of 2024, Hurricane Milton swept through the state of Florida causing significant damage and impacting thousands of people. The city of North Port, home to nearly 75,000 people, was one of the many areas affected by this damaging storm. Tree damage was significant through the city and needed to be cleaned up. Rostan was contracted to provide debris monitoring services for the city of North Port. Rostan monitored the removal of over 650 truckloads of debris collected from the ROW. This amounted to over 11,000 cubic yards of vegetative debris.

HURRICANE IAN | FEMA DR-4673 | 2.8 MILLION CY | COST: $4.1 MILLION

North Port, FL is a city of more than 60,000 people and 100 square miles, located on the Southeastern border of Sarasota County. On September 28, 2022, Hurricane Ian made landfall in southwest Florida just below peak intensity as a category 4 hurricane. It was the third-costliest weather disaster on record, and the deadliest hurricane to strike the state of Florida since 1935. The City of North Port was one of the many municipalities affected by this major storm. The impacts were devastating. Many trees were down and many homes experienced flooding and wind damage. Rostan was contracted

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to provide debris monitoring and public assistance support services for the City of North Port. Within hours of the storm, Rostan personnel were on the ground hiring local monitors and meeting with the City and contractors to begin work. Rostan monitored nearly 43,000 truck loads of debris totaling approximately 2.4 million cubic yards (CY) collected from the Right-of-Way (ROW) and hauled to three local disposal facilities and 3,500 truck loads totaling approximately 400,000 CY of reduced debris hauled to two final disposal facilities. In addition, Rostan has monitored the removal of over 8,500 hazardous trees and 20,000 hazardous tree limbs from the ROW.

Additionally, Rostan has served as the program management consulting firm to City of North Port for all City mitigation and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the City liaison to FEMA and FDEM for all correspondence and meetings. Additional responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
DR4673 (Ian) – Grants Management	$46,157,284.82	Grant and Program Management for CAT A-G projects	2022–Present

HURRICANE IRMA | FEMA DR-4337 | 48,000 CY | COST: $470,000

Following Hurricane Irma, North Port was left with hundreds of damaged, hazardous trees and nearly 50,000 cubic yards of vegetative debris littering their roadways. Awarded the City's standby debris monitoring contract in 2014, Rostan served as the debris monitoring firm for the City—coordinating daily with both the hauling contractor and key City personnel to complete debris cleanup in 73 days. Following the cessation of debris operations, Rostan supported the City through the organization and submission project worksheets (PWs) for both "emergency" and "permanent" work under FEMA's Public Assistance (PA) program. In addition, though outside the scope of Rostan's engagement with the City, Rostan staff provided support to the City to help it secure an $800,000.00 Hazard Mitigation Grant Program (HMGP) grant to purchase and install a backup emergency generator at its City Hall/Emergency Operations Center.

Client Contact: Frank Lama, Solid Waste Manager, 1100 North Chamberlain Blvd, North Port, FL 34286, 941-240-8074, flama@northportfl.gov

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PINELLAS PARK
• SIMPLY CENTERED •

CITY OF PINELLAS PARK, FL
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES
MULTIPLE PROJECTS | 2022 • 2025

HURRICANE MILTON | FEMA DR-4834 | 194,000 CY | 2024 | COST: $285,000

In October of 2024, Hurricane Milton swept through the state of Florida causing significant damage and impacting thousands of people. The city of Pinellas Park, home to over 53,000 people, was one of the many areas affected by this damaging storm. Tree damage was significant through the city and needed to be cleaned up. Rostan was contracted to provide debris monitoring services for the city of Pinellas Park. Rostan monitored the removal of over 4,300 truckloads of debris collected from the ROW. This amounted to over 157,000 cubic yards of vegetative debris and over 11,500 cubic yards of construction and demolition debris. In addition, over 2,200 hazardous hanging limbs were removed from the ROW.

HURRICANE IAN | FEMA DR-4673 | 5,200 CY | 2022 | COST: $12,000

Hurricane Ian was one of the most destructive hurricanes to ever make landfall in the state of Florida. It devastated southwest and central Florida in many different places. Pinellas Park is a city located within Pinellas County that has a population of approximately 50,000 people. Rostan was ready to work as soon as the City requested our services to track the debris removal effort. Although this area was not hit as hard as some other areas, there was widespread damage throughout the City. This resulted in the collection of more than 5,000 cubic yards of debris which was eventually mulched and hauled to a final disposal landfill. Additionally, since 2019, Rostan has served as the program management

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consulting firm to the City of Pinellas Park for all city mitigation, CDBG, ARPA, and public assistance recovery projects. Rostan is responsible for coordinating all programmatic activities and serves as the city liaison to FEMA and FDEM for all correspondence and meetings. Further responsibilities include data collection and dissemination for all tasks involved in the project as well as reporting to the state of Florida for record keeping, including state-required requests for reimbursement and quarterly reporting.

GRANT NAME	AWARD AMOUNT	SCOPE OF WORK	DATE
FY19 AFG GM	$3M+	Grant and Program Management	2021–2022
DR-4673 (Ian) Debris	$124,739	Debris Management and Monitoring	2022–2023
DR-4673 – Public Assistance	$100K+	Grant and Program Management	2022–Present
DR-4337 HMGP	$3M+	HMGP–Grant Management	2021–Present
ARPA GM	$12M+	ARPA–Grant and Program Management	2022–Present
DR-4673 (Ian) HMGP	$2.5M+	HMGP–Garnett Subdivision Drainage	2022–Present
FY19-FY22 CDBG - Harmony Heights Transportation Improvements	$2.5M+	CDBG–Grant and Program Management	2022–Present
Youth Park Grant Management	$24M+	Grant and Program Management	2022–Present

Client Contact: Kyle Arrison, Construction Services Director, 6250 82nd Ave, Pinellas Park, FL 33781
727-647-0170, karrison@pinellas-park.com

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CITY OF RICHARDSON, TX | DEBRIS MONITORING SERVICES
MULTIPLE PROJECTS | 2019 • 2024

SEVERE STORMS AND TORNADOES | FEMA DR- 4781
260,000 CY | 2024 | COST: $289,000

In late May of 2024, straight-line winds and severe storms impacted the City of Richardson, Texas, causing widespread damage and debris. The City of Richardson is located directly adjacent to Dallas, TX., and is a densely populated urban area with a population of 118,000 residents. The storms damaged thousands of trees and generated a significant amount of vegetative debris.

Rostan was contracted to provide debris monitoring services for the City of Richardson. Rostan monitored the removal of over 4,750 truckloads of debris totaling over 261,000 cubic yards collected from the ROW.

2019 TORNADOES | 71,000 CY | 2019 | COST: $100,000

In September 2019, a series of tornadoes impacted the Dallas/Fort Worth area causing significant destruction. The event was the most devastating natural disaster to impact the Dallas/Fort-Worth area in recent record. A substantial portion of the City of Richardson was severely impacted by the tornadoes. Entire houses were destroyed in multiple neighborhoods and municipal forces were overwhelmed with debris.

Rostan was contracted to provide debris monitoring services for the City. The City is in the Dallas metroplex, and is comprised of over 28 square miles with a population of over 120,000 residents. The affected area was located primarily in the southwestern portion of the city. A total of 918 truckloads of debris amounting to over 59,000 cubic yards was collected and hauled to disposal facilities. Additionally, 145 truckloads of reduced vegetative debris totaling over 11,000 cubic yards was hauled to disposal facilities.

Client Contact: Eric Robison, Director, Public Services Department
1260 Columbia Drive, Richardson, TX 75081, 972-744-4224, eric.robison@cor.gov

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CHARLESTON COUNTY
SOUTH CAROLINA

CHARLESTON COUNTY, SC
PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT | MULTIPLE PROJECTS | 2015 – PRESENT

FLOODING 2015 | FEMA DR-4241 | 31,500 CY | COST: $2.3 MILLION

Following the historic flooding event during October 2015 throughout South Carolina, Rostan was activated by the County to assist in management of debris recovery efforts. Rostan was responsible for managing and monitoring the removal of C&D, white goods, and vegetative debris from the Right-of-Way (ROW) throughout the County. Optimized by our HaulPass® automated debris management system, Rostan provided rapid reconciliation of debris contractor invoices. Along with our team of debris management experts, local personnel were interviewed, trained and hired to enhance economic recovery of the affected area. In total, more than 30,000 cubic yards of debris was removed during a 30-day period.

In addition, Charleston County was faced with the daunting task of restoring and repairing an extensive network of roads and drainage channels. Charleston County maintains hundreds of miles of drainage canals, stormwater ditches, and unpaved roadways, including canals and roads that are listed on the national register of historic places. Charleston County's initial damage survey found that 222 unpaved roads and 219 drainage structures sustained damages. Rostan was tasked with managing the County's disaster recovery efforts and coordinating these efforts with the Federal Emergency Management Agency (FEMA) and South Carolina's Emergency Management Division (SCEMD). This

included preparation of required documentation for project worksheets for Category A—Debris Management, Category B—Emergency Protective Measures, Category C—Roads and Bridges, and Category D—Water Control Facilities. To support these efforts, Rostan reconciled multiple County departments' force account expenditures for Public Assistance (PA) emergency work categories.

HURRICANE MATTHEW | FEMA DR-4286 | 425,000 CY | COST: $1.4 MILLION

While still recovering from the impacts of the 2015 late-season floods, Charleston County was the unfortunate recipient of Hurricane Matthew's initial landfall. Hurricane Matthew profiled the east coast of Florida and Georgia before coming inland in Charleston County near the town of McClellanville. Fortunately for the County, tide sequences welcomed the Hurricane at or near low tide, minimizing the flooding impact. This did not spare the County from dramatic vegetative damage and resulted in the collection of more than 400,000 CY by private contractor, as well as an estimated 100,000 CY collected by municipal and County entities. In addition, Matthew resulted in the removal of more than 18,000 hazardous hanging limbs and trees from major arteries and more densely populated areas. Debris collection, processing, and final haul-out efforts concluded after 112 days. Rostan was activated by the County to provide debris monitoring management services augmented by HaulPass®, our proprietary ADMS system. More than 80 employees were used to collect field data and monitor hauling operations. Debris was processed at three primary DMS sites, all staffed by Rostan personnel. Additionally, five final disposal sites, some more than 75 miles away, were utilized.

HURRICANE IRMA | FEMA DR-4346 | 15,800 CY | COST: $230,000

For the third consecutive year, Charleston County fell victim to the devastating effects of weather. After Hurricane Irma hit in September 2017, disaster debris recovery efforts were underway once again. The Rostan team was on the ground mere hours after the storm hit to begin implementing the County's disaster debris management plan.

HURRICANE DORIAN | FEMA DR-4464 | 615,000 CY • 40,000 TONS | COST: $1.5 MILLION

Once again, Charleston County suffered the devastating effects of weather. Following Hurricane Dorian in September 2019, disaster debris recovery efforts were underway yet again. The Rostan team was on the ground prior to storm impact to implement the County's disaster debris management plan as soon as possible.

Client Contact: Wesley D. Linker, P.E., Technical Programs Manager
Department of Public Works, 4045 Bridge View Drive, Suite B309, North Charleston, SC 29405
843-202-7626, wlinker@charlestoncounty.org

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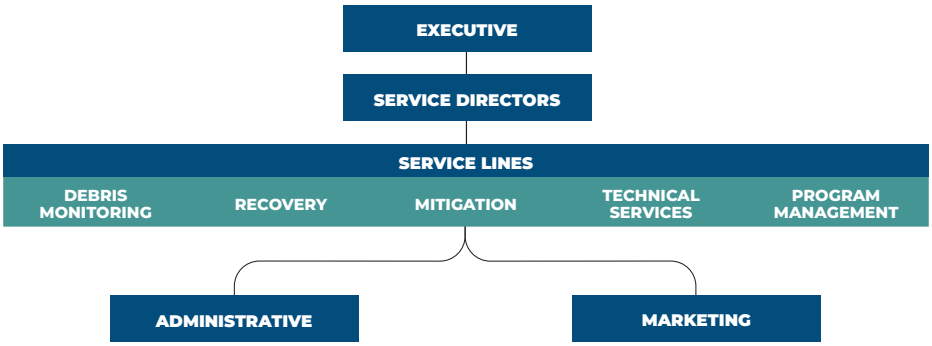
1.2 STAFF QUALIFICATIONS AND EXPERIENCE

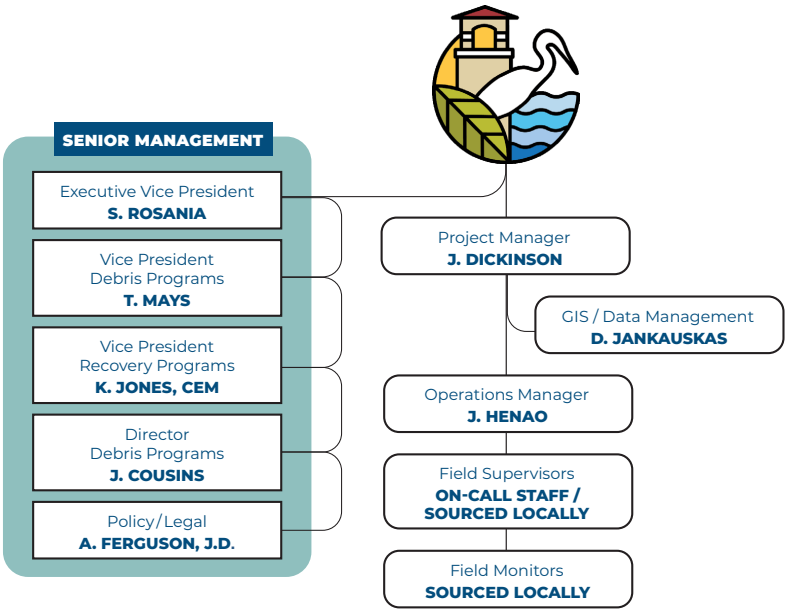
1.2.1 FIRM AND PROJECT ORGANIZATIONAL STRUCTURE

FIRM ORGANIZATIONAL STRUCTURE



PROJECT ORGANIZATIONAL STRUCTURE

The Rostan team is organized to create a seamless and transparent approach to projects. As shown in the following organizational chart, we have assembled a team of seasoned professionals with the qualifications and experience needed for this project. This organizational structure provides The Village with a defined leadership and communication structure.



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1.2.2 KEY PERSONNEL

Rostan has assembled a project team consisting of highly competent professional staff with a proven track record in developing innovative solutions to complex disaster recovery challenges. Our experience is that the key to an expeditious recovery includes careful planning combined with consistent implementation of the schedule and the ability to adapt to changing circumstances and conditions on a frequent basis. We strive to anticipate problems before they arise and resolve them by relying on our past experiences, best-practices and our understanding of current regulations.

Our team has been organized to best meet the needs of the Village, so that we can quickly, efficiently, and cost effectively execute the projects tasks that the Village requires. Rostan is organized to perform as one unified team to create a seamless and transparent approach to projects. We believe that maintaining close communications with Village contractors, and FEMA representatives provides for efficient recovery management. We also believe that maximizing the use of local personnel not only helps the community recover more quickly, it also provides for operational efficiencies due to familiarity with to familiarity with roads, traffic patterns, local culture, and funding requirements. It is for these reasons that we believe Rostan is uniquely qualified to perform the services requested in the Village's solicitation.

SAM ROSANIA

PRINCIPAL • EXECUTIVE VICE PRESIDENT

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Mr. Rosania is the Co-Founder and Executive Vice President of Rostan and has more than 40 years of experience working for the public and the private sector. Mr. Rosania's areas of expertise include disaster management and recovery, integrated solid waste management, and hazardous waste management. He is a co-founder of Rostan and has fulfilled an advisory and support role on every debris monitoring project since Rostan was founded.

TRAVIS MAYS

PRINCIPAL • VICE PRESIDENT, DEBRIS PROGRAMS

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Mr. Mays serves as Rostan's Vice President of Debris Programs. He has 17 years of experience and has personally led the management of some of Rostan's largest debris removal monitoring projects including multiple USACE projects and has had an oversight role on every debris monitoring project since 2011. He has been on staff with Rostan since 2008. ***Mr. Mays was project principal for the Village's Hurricane Ian debris monitoring response.***

KYLE JONES, CEM

PRINCIPAL • VICE PRESIDENT, RECOVERY PROGRAMS

ROSTAN

Mr. Jones is a Certified Emergency Manager (CEM) with emergency management and hazard mitigation experience. He is regarded as a subject matter expert in the HMGP and FEMA Public Assistance Programs through the International Association of Emergency Managers (IAEM) and has worked with recovery and mitigation projects since 2004. He also specializes in development of PWs, the FEMA appeal process, Code of Federal Regulation (CFR) analysis, and identification of Federal funding sources for clients. Mr. Jones has extensive programmatic knowledge of the 404 and 406 Grant Programs and has over a decade of hands-on experience in managing major Federal disaster declarations and program funding. Mr. Jones has been on staff with Rostan since 2018.

ROSTAN

JEFF COUSINS

ROSTAN

DIRECTOR, DEBRIS PROGRAMS

Mr. Cousins has 20 years of experience managing debris monitoring and disaster recovery projects for clients at the local, state, and federal level. He serves as Rostan's Director of Monitoring Operations. Mr. Cousins is intimately familiar with the scope of services anticipated for this project. In addition to numerous other clients, he has managed large-scale projects for clients including New Jersey Department of Environmental Protection, Cumberland County, TN, and Liberty County, FL. Mr. Cousins has an array of experience managing ROW debris removal; leaner, hanger, and hazardous stump removal; waterways debris removal, demolition, and PPDR operations from startup to closeout. He has been on staff with Rostan since 2004.

ADAM FERGUSON

ROSTAN

POLICY / LEGAL

Mr. Ferguson has 20 years of experience in disaster recovery, mitigation, and grants management. He acts as a Senior Programmatic Specialist and Project Manager for Disaster Recovery Operations supporting states, local governments, and utilities in the identification, pursuit, and securing of state and federal aid. He is skilled in providing technical guidance and assistance in demonstrating programmatic eligibility. Mr. Ferguson also directs programmatic and administrative appeals processes for clients facing adverse agency determinations. He has been on staff with Rostan since 2017.

JOHN DICKINSON

ROSTAN

PROJECT MANAGER

Mr. Dickinson joined the Rostan team in 2016 after Hurricane Matthew's devastating impact to Georgia and South Carolina. His education background brings leadership, integrity and resourcefulness to render aid and advisement in every aspect of a client's disaster recovery effort. Mr. Dickinson specializes in client coordination, logistics, human resources, project planning and execution. Specific areas of expertise also include training and education of staff and clients to effectively execute operations with minimal amounts of confusion and errors. ***As the Village's operations manager, Mr. Dickinson played a critical role for the Village's debris monitoring efforts following Hurricane Ian.***

JHON HENAO

ROSTAN

OPERATIONS MANAGER

Originally hired as a field supervisor, Mr. Henao has served as both operations and project manager on several Rostan projects in the past 8 years. He is extremely proficient in the use and deployment of HaulPass® and has led the deployment of the platform on a number of debris monitoring projects. Mr. Henao is an excellent personnel manager and thrives managing daily operation activities including personnel scheduling, equipment disbursement, and communication with different project stakeholders such as contractors and clients. Mr. Henao's dual language (English/Spanish) skills are extremely beneficial when hiring and training local employees. Before his involvement in the disaster recovery industry, Mr. Henao worked in the international logistics and transportation industry. He has been with Rostan since 2017.

DENISE JANKAUSKAS

ROSTAN

GIS/DATA MANAGEMENT

Ms. Jankauskas has 13 years of experience managing data collection and quality control of data elements for debris monitoring projects. Her strict attention to detail, coupled with a comprehensive background in graphics and design, enables her project teams to meet all project reporting requirements in a timely manner while maintaining the highest data integrity standards. She has been on staff with Rostan since 2012. ***Ms. Jankauskas was integrally involved with reporting and data quality control disaster recovery efforts for the Village following Hurricane Ian.***

For more detailed information, resumes of these key individuals anticipated to serve the State can be found under Section 1.2.4 Rostan Team Resumes

ROSTAN

1.2.3 ANNOTATED MONITOR TRAINING PROGRAM

Following is an annotated index of a Rostan training manual intended to introduce new hires to the debris removal monitoring process. Rostan maintains additional training manuals/presentations specific to different aspects of the debris removal monitoring process.

DEBRIS CONTRACTOR MONITOR TRAINING	
SECTION 1: OVERVIEW	
1.1	**WHAT IS DEBRIS MONITORING?** Summary Explanation
1.2	**WHAT TO EXPECT** Job Summary, Roles and Responsibilities
1.3	**PRIORITIES** Operational Safety · Integrity · Promptness · Professionalism Assist Client in Maximizing their Federal Grant Funding
1.4	**PHILOSOPHY** We Are Here To Help, Not Hinder · Your Bottom-Line Responsibilities We Should Communicate Openly · Non-Confrontational
1.5	**INDIVIDUAL SAFETY**
1.6	**MANDATORY PERSONAL PROTECTIVE EQUIPMENT** Safety Vest · Hard Hat · Safety Shoes (Steel Or Fiberglass Toe) · Long Pants · Outerwear Applicable to the Weather Conditions; E.g., Rain Gear · Safety Glasses · Hearing Protection Available · Dust Masks Available
SECTION 2: THE MONITORING PROCESS	
2.1	**MONITOR ROLES OVERVIEW** Loading Site Monitor · Debris Management Site (DMS) Monitor · Tree Crew Monitor
2.2	**LOADING SITE MONITORS** Safety Considerations · Responsibilities · Typical R.O.W. Curbside Loading Site · Work Area Safety · Traffic Awareness · Driving Safety · Heat Stress
2.3	**GENERAL DEBRIS ELIGIBILITY CRITERIA** Summary · Basic Debris Types Description
2.4	**DMS TOWER MONITORS** DMS Tower Monitor Role and Responsibility Summary · DMS Safety Considerations
2.5	**TRUCK CERTIFICATION** Explanation of Necessity · Description of Truck Certification Process · HaulPass® Card Explanation and Description
SECTION 3: AUTOMATED DEBRIS MANAGEMENT SYSTEM	
3.1	**HARDWARE OVERVIEW**
3.2	**DETAILED HARDWARE DESCRIPTION AND INSRUCTIONS** Pad · IP RFID Reader · Bluetooth Mobile Printer
3.3	**DISTRIBUTION OF FIELD EQUIPMENT** Description of Process · Replacement of Field Equipment
3.4	**RIGHT-OF-WAY APPLICATION** Description of Process · Troubleshooting
SECTION 4: SAFETY REVIEW	

1.2.4 ROSTAN TEAM RESUMES

SAMUEL M. ROSANIA

ROSTAN

Principal | Executive Vice President

YEARS OF EXPERIENCE
43 - Total / 20 With Rostan
EDUCATION
University of Florida, Bachelor of Science, Plant Pathology, 1978
CERTIFICATIONS & TRAINING
IS-100: Introduction to Incident Command Systems
IS-200: ICS for Single Resources and Initial Action Incidents
IS-700: National Incident Management System

RECOVERY EVENTS	
2024	Hurricane Milton Hurricane Helene
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2014	Ice Storm, GA
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti Earthquake, Chile
2008	Hurricane Ike
2006	Ice Storm, NY
2005	Hurricane Katrina Hurricane Rita Hurricane Wilma

Mr. Rosania has more than 43 years of experience working for the public and the private sector related to disaster management and recovery, Public Assistance funding, emergency management, public health, integrated solid waste management and hazardous waste management. Mr. Rosania has been extensively involved with hazard mitigation, emergency management and disaster management and recovery operations since 1998. He is recognized as an expert in Integrated Solid Waste Management Planning and pre- and post- incident disaster planning and recovery. Mr. Rosania has managed numerous disaster recovery projects both at the regional and local level. He is very familiar with local, state and federal regulations associated with disaster management and mitigation, solid and hazardous waste management, including the Stafford Act and FEMA regulations.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4828 & DR-4834 || 2024–2025
DEBRIS MONITORING. PROGRAM MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricanes Helene and Milton, Rostan was activated by several on-call clients in southwest Florida to support debris removal operations. Clients included:

City of Belleair Beach City of North Port City of Pinellas Park City of Safety Harbor City of St. Pete Beach	City of Treasure Island Town of North Redington Beach Town of Redington Beach Town of Redington Shores

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4673 || 2022–2023
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Principal and Executive Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions following Hurricane Ian. Rostan was activated by several on-call clients in Florida to provide debris monitoring and public assistance support services. Rostan hired more than 300 local monitors to support these clients recovery efforts. Clients include:

City of Sarasota Village of Estero	Town of Windermere City of North Port	City of Pinellas Park City of St. Pete Beach

The City of North Port, FL was particularly hard hit as the eyewall of Hurricane Ian hovered over the City for several hours. Nearly 200 monitors were hired to support this effort resulting in the collection of more than 2,000,000 cubic yards of debris and the removal of nearly 30,000 hazardous trees and hanging limbs. Three DMS locations and two final disposal sites were utilized.

SAMUEL M. ROSANIA

ROSTAN

Principal | Executive Vice President

LYON COUNTY, KY || FEMA DR-4630 || 2021–2022
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Rostan was hired by Lyon County, KY shortly after deadly tornadoes on December 10 impacted most of southwestern Kentucky. Rostan mobilized within a few days to begin monitoring operations and has monitored 125,000 CY.

CALIFORNIA || PACIFIC GAS & ELECTRIC || 2021–2022
WILDFIRE RESPONSE AND INSPECTION SERVICES

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Clients include:

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4611 || 2021–2022
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Clients include:

New Orleans City Park City of Gretna	City of Slidell Town of Pearl River	Plaquemines Parish Town of Lutcher	St. James Parish Town of Gramercy

BRAZORIA COUNTY, TX || HURRICANE NICHOLAS || 2021
DEBRIS MONITORING AND MANAGEMENT SERVICES

Rostan was activated to provide debris monitoring services following impacts from Hurricane Nicholas in Brazoria County, TX. Rostan monitored the removal and disposal of nearly 60,000 CY. Nearly 900 loads of debris were received at the disposal site by County contractors. Additionally, Rostan documented receipt of debris at the DMS from a number of other municipalities within the County.

CALIFORNIA/OREGON || FEMA FM-5365/5369 || 2020–2021
WILDFIRE RESPONSE AND INSPECTION SERVICES

Rostan provided Consulting Utility and Senior Consulting Utility Foresters in support of PacifiCorp, Inc. following the Archie Creek Fire in Oregon and the Slater Fire in northern California/Oregon. Rostan provided 40 employees to conduct hazardous tree inspections along transmission and distribution lines in rugged, remote terrain. This project required 20 weeks to complete.

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4559, DR-4570, DR-4577 2020– 2022
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal responsible for the deployment and management of disaster response and recovery teams for multiple jurisdictions in the State of Louisiana following Hurricanes Laura, Delta, and Zeta. Services included debris monitoring and management, and FEMA Public Assistance program assistance.

TOWN OF CAROLINA BEACH, NC || FEMA DR-4568 || 2020
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal for the Town of Carolina Beach, NC project following Hurricane Isaias landfall on August 3, 2020. Responsible for providing overall debris management project quality assurance Public Assistance support as needed.

MULTIPLE IOWA JURISDICTIONS || FEMA DR-4557 || 2020
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal for debris recovery effort in the state of Iowa following Severe Storm Derecho in August 2020.

SAMUEL M. ROSANIA

ROSTAN

Principal | Executive Vice President

Responsible for overall project delivery and quality assurance. Rostan provided FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and hired, trained, and deployed more than 20 local staff located in the City of Tama, City of Toledo, City of Gladbrook, City of State Center and the Tama County Conservation District. In addition, responsible for successful deployment of the HaulPass® Automated Debris Management system.

WEST FELICIANA PARISH, LA || FEMA DR-4462 || 2019–2021

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

Project Principal responsible for providing overall project quality following severe catastrophic flooding in March 2019. Also provided, as needed, recommendations and guidance regarding all Public Assistance categories (A-G), as well as, 406 and 404 Mitigation opportunities associated with the Parish's damaged infrastructure.

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019–2020

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal and Client Liaison responsible for Rostan to provide debris monitoring services to oversee debris contractor collection services countrywide. Services included debris monitoring and management, FEMA Public Assistance program and other funding program assistance related to County owned and/or maintained public infrastructure, procurement assistance and construction/post construction support.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4399 || 2018–2019

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Rosania served as the Client Liaison for all debris monitoring and Public Assistance support projects in the State of Florida following Hurricane Michael. Rostan is currently providing our services to 12 clients located in the Florida Panhandle, including Liberty County, Calhoun County, and the cities of Bristol, Chattahoochee, and Quincy.

MULTIPLE NORTH CAROLINA JURISDICTIONS || FEMA DR-4393 || 2018–2019

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Rosania served as the Client Liaison for the debris monitoring and Public Assistance support projects in the State of North Carolina following Hurricane Florence. Rostan provided debris removal monitoring services to Carolina Beach and the City of Lumberton which was severely impacted by flooding. The Lumberton work included waterway debris monitoring and Public Assistance support.

MULTIPLE TEXAS JURISDICTIONS || FEMA DR-4332 || 2017–2018

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Rosania served as the Client Liaison for all debris monitoring projects in the State of Texas following Hurricane Harvey. In total Rostan provided debris removal monitoring services to 7 clients including some of the most hard-hit/heavily flooded areas of east Texas including the City of Orange and Hardin County, TX.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4337 || 2017–2018

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Rosania served as the Client Liaison for all debris monitoring projects in the State of Florida following Hurricane Irma. In total Rostan provided debris removal monitoring services to more than 20 clients throughout the state.

CHARLESTON COUNTY, SC || FEMA DR-4241 || 2015 – ONGOING

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

Client Liaison responsible for Rostan providing professional disaster recovery services to Charleston County SC as a result of severe storms and flooding from October 1-23, 2015 (FEMA DR-4241). Services include debris monitoring and management, FEMA Public Assistance program and other funding program assistance related to County owned and/or maintained public infrastructure, procurement assistance and construction/post construction support.

SAMUEL M. ROSANIA

ROSTAN

Principal | Executive Vice President

CHARLESTON COUNTY, SC || FEMA DR-4286 || 2016–2017

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Client Liaison providing stand-by debris operations management support to Charleston County, SC for more than 11 years. In October 2016 following Hurricane Matthew, he was responsible for providing overall project quality assurance, FEMA reimbursement support, and serving as client liaison with the County and SCEMD.

THE CITY OF PORT ST. LUCIE, FL || FEMA DR-4283 || 2016–2017

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal for debris recovery effort following hurricane Matthew in October 2016. Responsible for overall project coordination and quality assurance. Rostan provided debris removal monitoring, DMS monitoring and the hiring, training, and deployment of more than 50 local staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system. Over the course of 120 days, 110,000 cubic yards of vegetative debris, over 5,000 hazardous hanging limbs and 475 hazardous leaning trees were documented, removed, processed and taken to final disposal.

THE CITY OF GARDEN CITY, GA || FEMA DR-4284 || 2016

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Program Manager for the Garden City, GA project following Hurricane Matthew in October 2016. Responsible for providing overall project quality assurance and FEMA reimbursement support. Also provided recommendations and guidance regarding all Public Assistance categories (A-G), as well as, 406 and 404 Mitigation opportunities associated with the City's damaged infrastructure.

TOWN OF SULLIVAN'S ISLAND, SC || FEMA DR-4241 || 2016–PRESENT

HAZARD MITIGATION GRANT PROGRAM PROJECT APPLICATION–DRAINAGE IMPROVEMENT PROJECT

Project Principal responsible for Rostan preparing the Hazard Mitigation Grant Program (HMGP) Project Application (the "Application") for the Sullivan's Island Drainage Improvement Project. Rostan provided services to complete the HMGP application and develop a technically feasible and eligible project submission, as well as, assist with correspondence with South Carolina Emergency Management Division (SCEMD) and FEMA. Rostan provided subject matter experts with the expertise and qualifications needed to provide hazard mitigation program management and administration services. Our established team of experts developed tools to assist with property owner outreach and engagement, project scoping and cost estimating, benefit-cost analysis (BCA), post-disaster loss avoidance reporting, economic impact analysis, standard operating procedures, and quality assurance and control measures.

TOWNSHIP OF BRICK, NJ || FEMA DR-4086 || 2012–2014

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

Project Principal responsible for all aspects of the Township's post-Hurricane Sandy disaster recovery program including disaster debris management, private property debris removal/demolition program, public assistance funding, and hazard mitigation planning.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FEMA DR-4086 || 2012–2014

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal responsible for deployment and management of disaster response and recovery team in support of debris management services for 20 municipalities in the State of New Jersey following Superstorm Sandy. Responsible for overseeing the monitoring and tracking of over 33 thousand truckloads of debris totaling 1.3 million cubic yards, and more than 2,400 truckloads totaling over 55 thousand tons of debris that was tracked by weight. Provided quality assurance for all debris management operations in the state.

TRAVIS MAYS

ROSTAN

Principal | Vice President

YEARS OF EXPERIENCE
17 - Total / With Rostan
EDUCATION
Bachelor of Business Administration, University of Houston, 2006
CERTIFICATIONS & TRAINING
Construction Quality Management (CQM) – USACE/NAVFAC
Hazardous Waste Operations and Emergency Response Training (40HR Initial/8 HR Refresher)
IS-100: Introduction to Incident Command Systems

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike

Mr. Mays joined the Rostan team in 2008 following a brief stint in the insurance industry after graduating from the University of Houston in 2006. He serves as a Principal and Rostan's Vice President of Debris Programs. Mr. Mays prefers a hands-on approach to projects and is regularly involved in the day-to-day activities of Rostan projects large and small. During his 17 years with Rostan, he has served in every operational debris monitoring role and utilizes this experience, and knowledge gained working on behalf of more than 100 clients, to shape his team's continued development.

Mr. Mays is integrally involved in the day-to-day management of Rostan's debris monitoring services line. Responsibilities include mobilization and logistics, resource management, procurement and contracting, budgeting, invoicing and accounts receivable, technical program and policy support, HaulPass® development and integration, and client development and management.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4834 || 2024–2025
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary contractual and administrative contact for clients, Rostan was activated to provide debris monitoring services by 7 clients following Hurricane Milton's severe wind impacts along the Florida Gulf Coast. Clients included:

City of Leesburg	Empath Heath
City of Minneola	Town of Kenneth City
City of North Port	Town of Windermere
City of Pinellas Park	

MULTIPLE FLORIDA/GEORGIA JURISDICTIONS
FEMA DR-4828/4830 || 2024-2025
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary contractual and administrative contact for clients, Rostan was activated to provide debris monitoring services for 16 clients across Florida and Georgia following Hurricane Helene's enduring impact on the east coast of Florida. Clients included:

City of Belleair Beach, FL	City of Garden City, GA
City of Safety Harbor, FL	City of Ocilla, GA
City of St. Pete Beach, FL	Glascock County, GA
City of Treasure Island, FL	Irwin County, GA
Town of Indian Shores, FL	Lanier County, GA
Town of North Redington Beach, FL	Lincoln County, GA
Town of Redington Beach, FL	McDuffie County, GA
Town of Redington Shores, FL	Warren County, GA

TRAVIS MAYS

ROSTAN

Principal | Vice President

MULTIPLE NORTH CAROLINA JURISDICTIONS || PTC 8 || 2024
DEBRIS MONITORING SERVICES
Serving as the primary contractual and administrative contact for clients, Rostan was engaged by the Towns of Carolina and Kure Beach following localized severe flooding impacts resulting from Potential Tropical Cyclone 8 that skirted the North Carolina coast.

ASSUMPTION PARISH, LA || HURRICANE FRANCINE || FEMA DR-4817 || 2024
DEBRIS MONITORING SERVICES
Hurricane Francine impacted Louisiana in the early summer of 2024 causing widespread impacts. Assumption Parish activated its contract with Rostan to provide debris monitoring services. Served as the primary contractual and administrative contact for this client.

MULTIPLE TEXAS JURISDICTIONS || FEMA DR-4798 || 2024
DEBRIS MONITORING SERVICES
Hurricane Beryl impacted southeast Texas in early summer 2024 leaving several communities impacted by severe winds. Rostan was activated by the Cities of Freeport and West Columbia to provide debris monitoring services. Served as the primary client liaison as well as contract manager.

LYON COUNTY, KY || TORNADO || 2024
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES
In early summer 2024, Lyon County was impacted by severe storms including a tornado that touched down. While not as severe as the 2021 storms, debris removal was required so the County activated Rostan to provide debris monitoring services. Served as the primary client contact.

CITY OF RICHARDSON, TX || FEMA DR-4781 || 2024
DEBRIS MONITORING SERVICES
The City of Richardson was impacted by severe storms in the spring of 2024 resulting in Citywide damage. Over the course of three months, Rostan monitored the collection and disposal of more than 300,000 CY of debris Served as the initial client contact and contract manager.

MULTIPLE LOUISIANA JURISDICTIONS || 2024
DEBRIS MONITORING SERVICES
Following a series of severe storms and tornadoes, Rostan was activated by the City of Slidell and West Feliciana Parish to monitor the removal of vegetation from public rights of way. Served as the client manager and contract administrator.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4734 || 2023–2024
DEBRIS MONITORING SERVICES
Rostan was engaged by Tidal Basin to serve their client Suwannee Valley Electric Cooperative, servicing a four-county area in the neck of Florida. This project required immense resources, and Rostan deployed HaulPass® and personnel to support our ADMS in the field. More than 70,000 tree tickets and more than 800,000 cubic yards of debris were collected on this project.

Rostan was also engaged by the City of St. Pete Beach for a small project following Hurricane Idalia's near miss of the area.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4673 || 2022–2023
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES
Project Principal and Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions following Hurricane Ian.

TRAVIS MAYS

ROSTAN

Principal | Vice President

Rostan was activated by several on-call clients in Florida to provide debris monitoring and public assistance support services. Rostan hired more than 300 local monitors to support these clients recovery efforts. Clients include:

City of Sarasota Village of Estero	Town of Windermere City of North Port	City of Pinellas Park City of St. Pete Beach

The City of North Port, FL was particularly hard hit as the eyewall of Hurricane Ian hovered over the City for several hours. Nearly 200 monitors were hired to support this effort resulting in the collection of more than 2,000,000 cubic yards of debris and the removal of nearly 30,000 hazardous trees and hanging limbs. Three DMS locations and two final disposal sites were utilized.

LYON COUNTY, KY || FEMA DR-4630 || 2021–2022

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Rostan was hired by Lyon County, KY shortly after deadly tornadoes on December 10 impacted most of southwestern Kentucky. Rostan mobilized within a few days to begin monitoring operations and has monitored 125,000 CY.

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4611 || 2021– 2022

DEBRIS MONITORING, PROGRAM MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Clients include:

New Orleans City Park City of Gretna	City of Slidell Town of Pearl River	Plaquemines Parish Town of Lutcher	St. James Parish Town of Gramercy

MULTIPLE LOUISIANA JURISDICTIONS || FEMA DR-4559, DR-4570, DR-4577 2020– 2022

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal and Vice President responsible for project quality control and providing technical expertise to support Rostan's deployment and debris monitoring projects for multiple jurisdictions in Louisiana following Hurricanes Laura, Delta and Zeta. Rostan provided services to West Feliciana Parish, the second debris removal project for this client in as many years, and to New Orleans City Park. Rostan's response in Cameron Parish, where Hurricane Laura made landfall, was Rostan's largest project of 2020, requiring more than 100 employees and documenting the collection of more than 1.4 million cubic yards.

TOWN OF CAROLINA BEACH, NC || FEMA DR-4568 || 2020

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal and Vice President provided technical assistance to support the City of Carolina Beach, NC following Hurricane Isaias landfall on August 3, 2020. This was Rostan's second deployment in Carolina Beach in the past three years, having previously responded to meet the City's needs following Hurricane Florence in 2018.

MULTIPLE IOWA JURISDICTIONS || FEMA DR-4557 || 2020

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Principal and Vice President provided technical expertise to support multiple municipalities that were affected by a sudden Derecho event in August 2020. Rostan provided FEMA reimbursement assistance, debris removal monitoring, DMS monitoring and hired, trained, and deployed more than 20 local staff. Municipal clients included the City of Tama, City of Toledo, City of Gladbrook, City of State Center and the Tama County Conservation District.

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019–2020

DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Charleston County, SC activated Rostan after Hurricane Dorian to provide debris monitoring services to oversee

TRAVIS MAYS

ROSTAN

Principal | Vice President

debris collection services county-wide. The largest of the five deployments, Rostan hired more than 100 local employees to serve as debris monitors and field supervisors. As a senior consultant and Rostan's Debris Programs Manager, Mr. Mays was involved integrally in the day-to-day operations on this project. He represented Rostan in all County meetings, coordinated the deployment of HaulPass®, and managed the quality control program for all project data. He is currently supporting the County's reimbursement effort.

LIBERTY COUNTY, FL || FEMA DR-4399 || 2018–2019
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Program Manager responsible for oversight and quality assurance of daily Hurricane Michael monitoring tasks. Served as a technical advisor to the Project Manager. Also served as the primary point of contact for Florida DOT and Florida DEM. ROW debris collection involved the hiring, training, and deployment of more than 100 local staff. Over 500,000 cubic yards of storm generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed.

CITY OF LUMBERTON, NC || FEMA DR-4393 || 2018–2019
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Program Manager responsible for oversight and quality assurance of daily Hurricane Florence monitoring tasks. Served as a technical advisor to the Project Manager. This project consisted of two phases, standard ROW collection and waterways debris collection. ROW collection was completed in January 2019 and waterways debris collection in July 2019. Lumberton has had historical issues with the Lumber River flooding significant parts of the City.

PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS FEMA DR-4339 || 2018–2019
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Partnering with Xpert's Inc., Mr. Mays served as the technical lead for all Hurricane Maria debris data collection efforts. Through coordination with the project team, Mr. Mays was responsible for quality assurance of all project-related data tracked using HaulPass®. This data was used to reconcile invoices for 19 prime contractors and for reimbursement requests to FEMA.

USACE JACKSONVILLE DISTRICT/XPERT'S INC. || FEMA DR-4339 || 2017–2019
AUTOMATED DEBRIS MANAGEMENT SYSTEM

Served as the technical lead for HaulPass® deployment in support of Xpert's Inc./USACE debris removal efforts in Puerto Rico following Hurricane Maria. HaulPass® tracked more than 250,000 loads of debris totaling more than 5.9 million cubic yards from six regions and 58 municipalities on this project. In addition, nearly 1,700 hauling trucks were certified, and more than 60 disposal sites were utilized island wide. Over 250 QC Monitors were trained to use HaulPass®. All project data was reconciled nightly, and an operations report was issued to USACE daily. This project was one of the industry's largest data collection projects ever completed using an ADMS.

MULTIPLE TEXAS JURISDICTIONS || FEMA DR-4332 || 2017–2018
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Mays served as the Program Manager for all debris monitoring projects in the State of Texas following Hurricane Harvey. In total Rostan provided debris removal monitoring services to 7 clients including some of the most hard-hit/heavily flooded areas of east Texas near including the City of Orange and Hardin County, TX.

MULTIPLE FLORIDA JURISDICTIONS || FEMA DR-4337 || 2017–2018
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

As a Senior Consultant, Mr. Mays was responsible for providing compliance and technical guidance to many Florida clients including the City of North Port, Town of Windermere, and City of Winter Springs. Rostan provided debris removal monitoring and PA support services to more than 20 clients in Florida following Hurricane Irma.

KYLE A. JONES, CEM

ROSTAN

Principal | Vice President

Mr. Jones is a Certified Emergency Manager with a tenured background in emergency management, public assistance, hazard mitigation, and other federal cost recovery programs. He specializes in maximizing funding sources for clients and applying the federal regulations and/or policies to projects. Mr. Jones also specializes in FEMA Appeals, Code of Federal Regulation analysis, and interfaces with FEMA/HUD and State Agencies on behalf of clients to ensure program success for project funding. Mr. Jones' extensive disaster recovery background yields tremendous programmatic knowledge of the 404 and 406 mitigation programs with nearly two decades of hands-on experience in managing HMGP/HMA, Public Assistance Programs, and other major federal disaster declarations on behalf of clients.

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS || BATON ROUGE, LA || 2018–PRESENT
PRINCIPAL/VICE PRESIDENT

ARCADIS NORTH AMERICA || BATON ROUGE, LA || 2014–2018
DIRECTOR, DISASTER PROGRAMS

EAST BATON ROUGE PARISH || BATON ROUGE, LA || 2007–2014
CHIEF OF OPERATIONS/DEPUTY DIRECTOR

STATE OF LOUISIANA OFFICE OF EMERGENCY PREPAREDNESS—MILITARY DEPARTMENT || BATON ROUGE, LA || 2003–2007
OPERATIONS SUPPORT & MANAGEMENT COORDINATOR

YEARS OF EXPERIENCE

21

EDUCATION

BA, Business Administration, Louisiana State University, 2007

PROFESSIONAL REGISTRATION

Certified Emergency Manager (CEM)

QUALIFICATIONS

- FEMA Professional Development Series
- IS-139: Exercise Design
- IS-230 b: Fundamentals of Emergency Management
- IS-235 b: Emergency Planning
- IS-240 a: Leadership & Influence
- IS-241 a: Decision Making & Problem Solving
- IS-242 a: Effective Communication
- IS-244 a: Developing & Managing Volunteers
- FEMA Multi-Hazard Emergency Planning for Schools – Train the Trainer
- HS/TEEX Threat & Risk Assessment Course
- IS-00001: Emergency Program Manager
- IS-07: A Citizen's Guide to Disaster Assistance
- IS-26: Guide to Points of Distribution
- IS-100: Intro to ICS
- IS-100.SCa: Intro to ICS for Schools
- IS-200: ICS for Single Resources & Initial Action Incidents
- IS-212: Intro to Unified Hazard Mitigation Assistance

KYLE A. JONES, CEM

ROSTAN

Principal | Vice President

PROJECT AND PROGRAMS EXPERIENCE

PROGRAM MANAGEMENT || 2014–PRESENT

FEMA PUBLIC ASSISTANCE PROGRAMS

Served as the Program Executive for Public Assistance Programs on behalf of clients that are impacted by a disaster totaling over $5B in program management since 2014. Responsible for the operation and management of the program and representing client interests from the initial damage assessment phase, through the project scoping meeting, to costing and reimbursements until closeout and if applicable, appeals and/or arbitration across numerous sectors of Applicants and Sub-Applicants. Client Sectors include State Agency, Local County/Parish Government, Municipal Governments, Water Districts, Utilities, Houses of Worship, Private Non-Profits, Hospital Systems, School Systems, Housing Authorities, Drainage Districts and Airports.

FEMA HAZARD MITIGATION PROGRAMS

Served as the Program Executive for Hazard Mitigation Programs on behalf of clients that are allocated or seek to apply for Hazard Mitigation funding through the 404 HMGP Program or through the Non-Disaster Grant Programs. Mr. Jones has managed and overseen over $500MM in project awards spanning his career in residential mitigation projects for Acquisitions, Elevations, Mitigation Reconstructions, Safe Rooms, Drainage/Infrastructure Projects, Wind Retrofits, Green Infrastructure Design and Generator Initiative projects.

HUD/CDBG PROGRAMS

Served as the Program Executive for HUD and CDBG-DR programs on behalf of clients that are impacted and receive federal funding totaling over $100MM in program management since 2014. Mr. Jones is responsible for managing the overall project and representing client interests from the initial application development phase to the project award. He also oversees the project implementation and coordinates with project stakeholders on behalf of clients to fast track program implementation.

JEFF COUSINS

ROSTAN

Director of Debris Programs

YEARS OF EXPERIENCE
20

CERTIFICATIONS & TRAINING
IS-5.a: Introduction to Hazardous Materials
IS-100: Introduction to Incident Command System
IS-200: ICS for Single Resources and Initial Action Incidents
IS-300: Intermediate ICS
IS-400: Advanced ICS
IS-700: National Incident Management System (NIMS)
IS-800: National Response Framework
HAZWOPER (40-Hour)
OSHA Disaster Training

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Hurricane Francine Potential Tropical Cyclone 8 Hurricane Beryl Severe Storms, TX Severe Storms, KY Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Wildfires, CA Hurricane Ida Hurricane Nicholas
2020	Wildfires, CA/OR Hurricane Zeta Hurricane Delta Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew Flooding, LA
2015	Flooding, SC Avian Flu, IA Ice Storms, TN
2012	Hurricane Sandy
2011	Hurricane Irene Tornado, MO Tornado, AL
2010	Earthquake, Haiti
2008	Hurricane Ike
2006	Ice Storms, NY
2005	Hurricane Wilma Hurricane Katrina

Mr. Cousins has 20 years of experience with Rostan and serves as Rostan's Director of Operations for Debris Monitoring Services. He specializes in disaster management and recovery and has supported debris monitoring and reimbursement projects following some of the world's most devastating disasters, including Hurricane Katrina, the devastating 2010 earthquake in Haiti, Hurricane Sandy, Hurricane Irma, Hurricane Laura, and Hurricane Ian, to name a few. He has experience in logistics and operations coordination, project planning and formulation, procurement assistance, debris management plan development, debris monitoring and ADMS system support, federal and state program policy, and reimbursement support.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE FLORIDA JURISDICTIONS
FEMA DR-4834 || 2024-2025
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary operational contact for clients, Rostan was activated to provide debris monitoring services to 7 clients following Hurricane Milton's severe wind impacts along the Florida Gulf Coast. Clients included:

City of Leesburg City of Minneola City of North Port City of Pinellas Park	Empath Heath Town of Kenneth City Town of Windermere

MULTIPLE FLORIDA/GEORGIA JURISDICTIONS
FEMA DR-4828/4830 || 2024–2025
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as the primary operational contact for clients, Rostan was activated to provide debris monitoring services for 16 clients across Florida and Georgia following Hurricane Helene's enduring impact on the east coast of Florida. Clients included:

City of Belleair Beach, FL City of Safety Harbor, FL City of St. Pete Beach, FL City of Treasure Island, FL Town of Indian Shores, FL Town of North Redington Beach, FL Town of Redington Beach, FL Town of Redington Shores, FL	City of Garden City, GA City of Ocilla, GA Glascock County, GA Irwin County, GA Lanier County, GA Lincoln County, GA McDuffie County, GA Warren County, GA

MULTIPLE NORTH CAROLINA JURISDICTIONS
PTC 8 || 2024
DEBRIS MONITORING SERVICES

Serving as the operational contact for clients, Rostan was engaged by the

JEFF COUSINS

ROSTAN

Director of Debris Programs

Towns of Carolina and Kure Beach following localized severe flooding impacts resulting from Potential Tropical Cyclone 8 that skirted the North Carolina coast.

ASSUMPTION PARISH, LA || HURRICANE FRANCINE || FEMA DR-4817 || 2024
DEBRIS MONITORING SERVICES

Hurricane Francine impacted Louisiana in the early summer of 2024, causing widespread impacts. Assumption Parish activated its contract with Rostan to provide debris monitoring services. Served as the operational contact for this client.

MULTIPLE TEXAS JURISDICTIONS || FEMA DR-4798 || 2024
DEBRIS MONITORING SERVICES

Hurricane Beryl impacted southeast Texas in early summer 2024, leaving several communities impacted by severe winds. The City of Freeport and West Columbia activated Rostan to provide debris monitoring services and served as the primary operational contact for the client.

LYON COUNTY, KY || TORNADO || 2024
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

In early summer 2024, Lyon County was impacted by severe storms including a tornado that touched down. While not as severe as the 2021 storms, debris removal was required so the County activated Rostan to provide debris monitoring services. Served as the primary operational client contact.

CITY OF RICHARDSON, TX || FEMA DR-4781 || 2024
DEBRIS MONITORING SERVICES

In the spring of 2024, severe storms impacted the City of Richardson, resulting in damage throughout the city. Over the course of three months, Rostan monitored the collection and disposal of more than 300,000 CY of debris and served as the primary operational client contact.

MULTIPLE LOUISIANA JURISDICTIONS || 2024
DEBRIS MONITORING SERVICES

Following a series of severe storms and tornadoes, the City of Slidell and West Feliciana Parish activated Rostan to monitor the removal of vegetation from public rights of way. Served as the operation client contact.

MULTIPLE FLORIDA JURISDICTIONS || HURRICANE IDALIA FEMA DR-4734 || 2023–2024
DEBRIS MONITORING SERVICES

Rostan was engaged by Tidal Basin to serve their client Suwannee Valley Electric Cooperative, servicing a four-county area in the neck of Florida. This project required immense resources, and Rostan deployed HaulPass® and personnel to support our ADMS in the field. More than 70,000 tree tickets and more than 800,000 cubic yards of debris were collected on this project. Rostan was also engaged by St. Pete Beach for a small project following Hurricane Idalia.

MULTIPLE MUNICIPALITES, FLORIDA || HURRICANE IAN FEMA DR-4673 || 2022–2023
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

As Director of Debris Operations, Mr. Cousins provided support and technical assistance to the Project Managers, serving 6 municipalities in Florida. He was directly responsible for ensuring that our debris monitoring teams provided the highest level of client service. Mr. Cousins was involved in all day-to-day operations. Rostan has deployed more than 400 employees and tracked over 40,000 truckloads totaling more than 2.9 million cubic yards of storm debris. This includes removing more than 30,000 hazardous trees and limbs. Our debris monitoring clients included:

City of North Port	City of Pinellas Park	City of Sarasota	City of St. Pete Beach	Town of Windemere	Village of Estero

JEFF COUSINS

ROSTAN

Director of Debris Programs

LYON COUNTY, KY || TORNADOES || FEMA DR-4630 || 2021–2022
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following the tornadoes that went through southwestern Kentucky, Mr. Cousins was responsible for project quality control and served as technical advisor to the Project Manager. Rostan mobilized within a few days to begin monitoring operations and has monitored 125,000 CY.

BRAZORIA COUNTY, TX || HURRICANE NICHOLAS || 2021
DEBRIS MONITORING AND MANAGEMENT

As Director of Debris Operations, Mr. Cousins Provided project quality control and technical support during Rostan's activation following Hurricane Nicholas in Brazoria County, TX. Rostan monitored the removal and disposal of nearly 60,000 CY. Nearly 900 loads of debris were received at the disposal site by County contractors. Additionally, Rostan documented receipt of debris at the DMS from several other municipalities within the County.

MULTIPLE MUNICIPALITIES, LOUISIANA || FEMA DR-4611 || 2021–2022
DEBRIS MONITORING, GRANT MANAGEMENT, AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricane Ida, Rostan was activated by several on-call clients in eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Mr. Cousins provided oversight, quality control, and technical support. Clients include:

New Orleans City Park City of Gretna	City of Slidell Town of Pearl River	Plaquemines Parish Town of Lutcher	St. James Parish Town of Gramercy

CAMERON PARISH, LA || FEMA DR-4559 || 2020–2023
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Director of Debris Operations provided support and technical assistance to the Project Manager in Cameron Parish following Hurricane Laura. Hurricane Laura was the 10th strongest hurricane on record. Mr. Cousins is involved in all day-to-day operations and represents Rostan in Parish meetings. Rostan has deployed more than 100 employees and tracked more than 22,000 truckloads totaling more than 1.3 million cubic yards of storm debris. This includes removing more than 1,700 hazardous trees and limbs, 3,200 white goods, and more than 1,300 electronic waste units.

NEW ORLEANS CITY PARK, LA || FEMA DR-4577 || 2020
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Director of Debris Operations provided support and technical assistance to the Project Manager in New Orleans City Park following Hurricane Zeta. Over 500 hazardous trees/limbs were removed from the public right of way, as well as over 11,000 cubic yards of vegetative debris was removed and hauled to the final disposal location.

MULTIPLE MUNICIPALITIES, IOWA || FEMA DR-4557 || 2020
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Director of Debris Operations provided support and technical assistance to the Project Managers during Rostan's debris removal operations in 6 municipalities throughout Central Iowa. Over 3,600 hazardous trees/limbs were removed, and nearly 150,000 yards of vegetative debris was collected and disposed of.

WEST FELICIANA PARISH, LA || FEMA DR-4462 || 2019–2020
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Director of Debris Operations provided support and technical assistance to the Project Manager following the Mississippi River's flooding in 2019. Rostan tracked the removal of over 120,000 yards of sediment debris from the public right of way.

TOWN OF CAROLINA BEACH, NC || FEMA DR-4568 || 2020
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for

JEFF COUSINS

ROSTAN

Director of Debris Programs

The Town of Carolina Beach. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 47 days, over 30,000 cubic yards of disaster-generated debris was collected and taken to the final disposal.

CHARLESTON COUNTY, SC || FEMA DR-4464 || 2019–2020

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Cousins served as Project Manager and was responsible for overseeing all aspects of Rostan's services for Charleston County. This included hiring, training, and deploying a local team of debris removal monitors, providing daily client updates, contractor coordination, certification of hauler equipment, and deployment of the HaulPass® Automated Debris Management System. Over 100 local monitors were hired and trained, more than 655,000 cubic yards of debris was collected and processed, and more than 5,200 hazardous trees and limbs were removed.

LIBERTY COUNTY, FL || FEMA DR-4399 || 2018–2019

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Mr. Cousins served as Rostan's Project Manager for our work in Liberty County following Hurricane Michael in October 2018. He was responsible for debris removal monitoring, client coordination, DMS monitoring, hauler invoice reconciliation, and the hiring, training, and deployment of more than 100 local staff. In addition, he was responsible for the successful deployment of the HaulPass® Automated Debris Management System. Over 522,000 cubic yards of storm-generated debris were removed and processed, and more than 34,000 hazardous trees were removed and disposed of.

TOWN OF CAROLINA BEACH, NC || FEMA DR-4393 || 2018

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Project Manager in the Town of Carolina Beach, NC, following Hurricane Florence in September of 2018. Responsible for FEMA reimbursement assistance, client coordination, debris removal monitoring, DMS monitoring, and the hiring, training, and deployment of field staff. In addition, responsible for the successful deployment of the HaulPass® Automated Debris Management system

MULTIPLE MUNICIPALITES, FLORIDA || HURICANE IRMA FEMA DR-4337 || 2017–2018

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

As Program Manager, Mr. Cousins directed all of Rostan's resources, serving 21 municipalities throughout Florida. He was directly responsible for ensuring that our debris monitoring teams provided the highest level of client service. Our debris monitoring clients included:

Broward County School District	City of North Port	Sunshine Water Control District
City of Belleair Beach	City of Port St. Lucie	Town of Indian Shores
City of Belleair Bluffs	City of St. Pete Beach	Town of Palm Beach
City of Coconut Creek	City of Winter Springs	Town of Redington Shores
City of Coral Springs	Coral Springs Improvement District	Town of Sewalls Point
City of Dania Beach	Martin County	Town of Windermere
City of Madeira Beach	New College of Florida	Village of Estero

Our services were customized to each client's needs but typically included debris collection monitoring, client coordination, truck certification, DMS monitoring, hauler invoice reconciliation, and FEMA reimbursement assistance. HaulPass®, Rostan's Automated Debris Management system, was deployed for every one of our clients. Under Mr. Cousins' guidance, Rostan staff monitored the collection and disposal of over 1,000,000 cubic yards of storm-generated debris throughout the State of Florida.

ADAM T. FERGUSON

ROSTAN

Policy / Legal

YEARS OF EXPERIENCE

20

EDUCATION

University of Miami School of Law, J.D., 2012

University of North Carolina at Wilmington, M.P.A., 2004

University of North Carolina at Wilmington, B.A., Psychology, 2002

LICENSES & CERTIFICATIONS

Member – Florida Bar #0100223

PROFESSIONAL EXPERIENCE

ROSTAN SOLUTIONS || MIAMI, FL
2018–PRESENT
SENIOR ADVISOR, DISASTER RECOVERY PROGRAMS POLICY/LEGAL

MONROE COUNTY, FL || FLORIDA
2017–2018
FLOODPLAIN MANAGER

WITT O'BRIEN ASSOCIATES
WASHINGTON, DC || 2013–2017
HAZARD MITIGATION ADVISOR

FEDERAL EMERGENCY MANAGEMENT AGENCY
ATLANTA, GA || 2005–2009
HAZARD MITIGATION PROGRAM SPECIALIST R IV

Mr. Ferguson serves as a Senior Advisor to all of Rostan's Disaster Recovery Program, with a specific focus on Policy Analysis, Appeals, and Hazard Mitigation. He has served prominent roles in FEMA Disaster Declarations dating from Hurricane Katrina in 2005 through to the 2023 Hurricane Season. He oversees and provides direct support with benefit-cost analysis, programmatic appeals, and complex regulatory compliance issues.

PROJECT AND PROGRAMS EXPERIENCE

STATE OF NEW JERSEY || 2022–PRESENT
LEAD BENEFIT-COST ANALYSIS DEVELOPER

Leads a highly specialized team of diverse professionals in providing state-level policy and technical support to local governments, utilities, and state agencies in identifying viable hazard mitigation projects and developing FEMA-compliant Benefit-Cost Analyses for FEMA's BRIC, HMGP, and FMA programs. This team also provides training to state and local officials and staff, as well as works with the State of New Jersey to rehabilitate and improve existing Benefit-Cost Analyses prepared by others.

LOUISIANA [MULTIPLE CLIENTS] || 2020–PRESENT
SENIOR HAZARD MITIGATION ADVISOR

Works with multiple Parishes, jurisdictions, and state agencies within Louisiana to secure FEMA HMA Program funding, specializing in Benefit-Cost Analysis, complex scope of work development, and problem. Provides as-needed programmatic, policy [appeals], and technical support regarding both 404 and 406 Mitigation projects. Coordinates the resolution of complex grant management issues, request for information responses, and scope/budget modifications.

FLORIDA [MULTIPLE CLIENTS] || 2017–PRESENT
SENIOR HAZARD MITIGATION ADVISOR

Following 2017 Hurricane Season, work with multiple applicants to FEMA's HMGP and 406 Mitigation programs to identify eligible activities, develop and document compliant applications, organize and construct Benefit-Cost Analyses, and coordinate with FEMA and State of Florida to secure federal funding. Provides as-needed programmatic and technical support regarding 406 Mitigation applicants on demonstrating cost-effectiveness and ensuring programmatic compliance.

STATE OF NEW JERSEY || 2013–2017
SENIOR HAZARD MITIGATION ADVISOR

Served as Senior Hazard Mitigation Advisor to the State of New Jersey's State Hazard Mitigation Office (SHMO) and staff for the HMGP following Hurricane Sandy. Responsible for training state staff, developing and conducting public briefings, providing quality control and oversight of contractor work product, and provide technical support for benefit-cost analysis and programmatic appeals.

JOHN DICKINSON

ROSTAN

Project Manager

YEARS OF EXPERIENCE
9
EDUCATION
Bachelor of Arts, History, 2005 Master of Arts, Public History, 2007 Master of Arts, Adult Education (ABT), 2009 Armstrong Atlantic State University

RECOVERY EVENTS	
2024	Hurricane Helene Potential Tropical Cyclone 8 Hurricane Beryl Tornado, KY
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Wildfires, CA
2020	Wildfires, CA/OR
2019	Hurricane Dorian Flooding, LA
2017	Hurricane Maria Hurricane Irma
2016	Hurricane Matthew

Mr. Dickinson joined the Rostan team in 2016 after Hurricane Matthew's devastating impact to Georgia and South Carolina. His education background brings leadership, integrity and resourcefulness to render aid and advisement in every aspect of a client's disaster recovery effort. He specializes in client coordination, logistics, human resources, project planning and execution. Specific areas of expertise also include training and education of staff and clients to effectively execute operations with minimal amounts of confusion and errors.

RECENT PROFESSIONAL EXPERIENCE

MULTIPLE GEORGIA JURISDICTIONS
FEMA DR-4830 || 2024–2025
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Serving as Project Manager, Rostan was activated to provide debris monitoring services by 7 clients following Hurricane Milton's severe wind impacts along the Florida Gulf Coast. Clients included Lincoln County, Warren County, Glascock County, and McDuffie County.

MULTIPLE NORTH CAROLINA JURISDICTIONS
FEMA DR-4837 || 2024
DEBRIS MONITORING SERVICES

Serving as Operations Manager, Rostan was engaged by the Towns of Carolina Beach and Kure Beach following localized severe flooding impacts resulting from Potential Tropical Cyclone 8 that skirted the North Carolina coast. Over 15 days, over 8,000 cubic yards of disaster-generated debris was collected and taken to final disposal.

MULTIPLE TEXAS JURISDICTIONS || FEMA DR-4798 2024
DEBRIS MONITORING SERVICES

Served as Operations Manager after Hurricane Beryl impacted southeast Texas in early summer 2024 leaving several communities impacted by severe winds. Rostan was activated by the City of Freeport and West Columbia to provide debris monitoring services.

LYON COUNTY, KY || SEVERE STORMS || 2024
DEBRIS MONITORING SERVICES

Served as Operations Manager following a series of severe storms and tornadoes, Rostan was activated by Lyon County to monitor the removal of storm generated debris from public rights-of-way.

JOHN DICKINSON

ROSTAN

Project Manager

STATE OF MONTANA || FEMA DR-4508 || 2023
PROJECT CLOSEOUT SERVICES

Served as Logistics Manager for the proper disposal of expired materials purchased for the COVID outbreak in 2020.

SUWANNEE VALLEY, FL || HURRICANE IDALIA || FEMA DR-4734 || 2023–2024
AUTOMATED DEBRIS MANAGEMENT SYSTEM

Served as Operations Manager for HaulPass® operations in support of the Suwannee Valley Electrical Coop. Mr. Dickinson helped oversee the tracking of over 71,000 hazardous tree and limb removals and over 800,000 CY of debris removal, including electrical components, spanning a 4-county area covering over 4,100 miles.

VILLAGE OF ESTERO, FL || HURRICANE IAN || FEMA DR-4673 || 2022
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Served as Project Manager for debris removal, including vegetation, C&D, white goods, e-waste, and household hazardous waste. Mr. Dickinson provided staffing and coordinated the efforts of 30+ team members working to clear the ROW in the Village of Estero, FL

CALIFORNIA || PACIFIC GAS & ELECTRIC || 2021–2022
CALIFORNIA/OREGON || FEMA FM-5365/5369 || 2020–2021
WILDFIRE RESPONSE AND INSPECTION SERVICES

Served as Project coordinator for cutting crews removing downed and damaged trees as a result of the Dixie Fire. Mr. Dickinson coordinated the efforts of survey teams and cutting crews to ensure work was inspected and cleared in the safest possible manner. Additionally, Mr. Dickinson also worked to coordinate cutting and survey teams for the Humboldt County EVM project carried out by PG&E.

WEST FELICIANA PARISH, LA || FLOODING || FEMA DR-4462 || 2020
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Served as Operations Manager for the clearing of Mississippi River sediment from two different roadways within West Feliciana Parish. Mr. Dickinson provided staffing and consulting support to the debris collection project as well as providing ADMS system administration for 10+ team members.

CHARLESTON COUNTY, SC || HURRICANE DORIAN || FEMA DR-4393 || 2019
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Served as an Operations Manager for the southern third of Charleston County including Edisto Island. Mr. Dickinson provided staffing and consulting support to the entire county debris collection project as well as providing ADMS system administration for 20+ team members.

USACE JACKSONVILLE DISTRICT/XPERT'S INC. || HURRICANE MARIA
FEMA DR-4339 || 2017–2018
AUTOMATED DEBRIS MANAGEMENT SYSTEM

Served as a direct-action field administrator for HaulPass® deployment in support of Xpert's Inc. debris removal

JOHN DICKINSON

ROSTAN

Project Manager

efforts in Puerto Rico following Hurricane Maria. Mr. Dickinson was charged with managing ADMS deployment and logistics for one of six geographic regions.

TYBEE ISLAND, GA || HURRICANE IRMA || FEMA DR-4338 || 2017

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Served as Operations Manager for the City of Tybee Island C&D clean up following Hurricane Irma. Mr. Dickinson provided staffing and consulting support to the entire city debris collection project as well as providing ADMS system administration for 10+ team members.

CHARLESTON COUNTY, SC • GARDEN CITY, GA || HURRICANE MATTHEW FEMA DR-4284/4286 || 2016–2017

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Served as Operations Manager for Charleston County, SC and Garden City, GA vegetative debris clean up following Hurricane Matthew. Mr. Dickinson trained staffing in Charleston County and provided consulting support to the entire city of Garden City debris collection project as well as providing ADMS system administration for 10+ team members.

JHON HENAO

ROSTAN

Operations Manager

Mr. Henao has been with Rostan Solutions since 2017. Originally hired as a field supervisor, he has served as operations and project manager on several Rostan projects in the past 5 years. Mr. Henao is extremely proficient in the use and deployment of HaulPass® and has led the deployment of the platform on many debris monitoring projects. Mr. Henao is an excellent personnel manager and thrives in managing daily operations and coordinating with contractors and clients. Mr. Henao's dual language (English/Spanish) skills are extremely beneficial when hiring and training local employees. Before his involvement in the disaster recovery industry, Mr. Henao worked in the international logistics and transportation industry.

RECENT PROFESSIONAL EXPERIENCE

SUWANNEE VALLEY, FL || HURRICANE IDALIA || FEMA DR-4734 || 2023–2024
AUTOMATED DEBRIS MANAGEMENT SYSTEM

Served as Operations Manager for HaulPass® operations in support of the Suwannee Valley Electrical Coop. Mr. Henao helped oversee the tracking of over 71,000 hazardous tree and limb removals and over 800,000 CY of debris removal, including electrical components, spanning a 4-county area covering over 4,100 miles.

CITY OF NORTH PORT, FL || FEMA DR-4673 || 2022–2023
DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ian, Rostan was activated by the City of North Port to provide debris monitoring services. Mr. Henao, following the completion of his project in Windermere, was brought in to augment the supervision of the project, as Rostan had hired nearly 200 people to support the monitoring effort.

TOWN OF WINDERMERE, FL || FEMA DR-4673 || 2022
DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ian, Rostan's standby contract with the Town of Windermere was activated requiring immediate deployment to provide debris monitoring services in support of debris removal operations. Mr. Henao was the assigned Project Manager during Rostan's deployment, responsible for staffing, daily assignments, and reporting.

LOUISIANA CITY OF SLIDELL || FEMA DR-4611 || 2021
DEBRIS MONITORING AND MANAGEMENT

Following Hurricane Ida, Rostan was activated by several on-call clients in Eastern Louisiana to support debris removal operations and implement private property debris removal (PPDR) programs. Mr. Henao was brought in to support daily operating activities for the City of Slidell.

YEARS OF EXPERIENCE
8

CERTIFICATIONS & TRAINING
C++ Certification, 2000
UX – User Experience Design Certification, 2022

EDUCATION
Florida International University, B.A., Business Administration, Minor Marketing & Entrepreneurship, 2001

RECOVERY EVENTS	
2024	Hurricane Milton
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Hurricane Ida
2020	Severe Storms, IA
	Wildfires, CA / OR
2018	Hurricane Michael
2017	Hurricane Maria

JHON HENAO

ROSTAN

Operations Manager

CALIFORNIA/OREGON || FEMA FM-5365/5369 || 2020
WILDFIRE RESPONSE AND INSPECTION SERVICES

Served as a Senior Consulting Utility Forester (SCUF) on the Archie Creek Fire in Oregon and the Slater Fire in Northern California/Oregon. Conducted hazardous tree inspections along transmission and distribution lines in rugged, remote terrain.

LIBERTY COUNTY, FL || FEMA DR-4399 || 2018
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Following Hurricane Michael, Rostan was contracted by Liberty County/FDOT to monitor debris collection countywide. This project involved the hiring, training, and deployment of more than 100 local staff. Over 500,000 cubic yards of storm-generated debris was removed and processed, and more than 34,000 hazardous trees and limbs were removed.

PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS FEMA DR-4339 || 2017–2018
DEBRIS MONITORING AND PUBLIC ASSISTANCE SUPPORT SERVICES

Rostan deployed to Puerto Rico in 2017 in support of Xperts/USACE to provide ADMS services for debris collection from Hurricane Maria. Mr. Henao was an area manager responsible for the deployment and maintenance of the HauPass® ADMS in one of 6 project regions. Data tracked using Haulpass® accounted for several million yards and more than 250,000 load tickets. More than 300 data collection devices were in operation at the project peak. Responsibilities included technology management, logistics, and reporting of the daily project activities including; documentation of debris removal, temporary disposal site, and final disposal site activities.

DENISE JANKAUSKAS

ROSTAN

Data/GIS Management

YEARS OF EXPERIENCE
13
EDUCATION
BFA, The Cooper Union for the Advancement of Science & Art, 1995
SOFTWARE PROFICIENCIES
HaulPass® Adobe Creative Suite Microsoft Office Suite
CERTIFICATIONS & TRAINING
IS-100.c: Introduction to Incident Command System IS-0632.a: Introduction to Debris Operations

RECOVERY EVENTS	
2025	Flooding, TX
2024	Hurricane Milton Hurricane Helene Potential Tropical Cyclone 8 Hurricane Francine Severe Storms, TX Hurricane Beryl Severe Storms, LA
2023	Hurricane Idalia
2022	Hurricane Ian
2021	Tornado, KY Hurricane Ida Hurricane Nicholas
2020	Hurricane Zeta Hurricane Delta
2020	Hurricane Laura Severe Storms, IA Hurricane Isaias
2019	Hurricane Dorian Flooding, LA Tornado, TX
2018	Hurricane Michael Hurricane Florence
2017	Hurricane Maria Hurricane Irma Hurricane Harvey
2016	Hurricane Matthew
2015	Ice Storms, TN
2012	Hurricane Sandy

Ms. Jankauskas has 13 years of post-disaster experience, joining the Rostan team after the devastation sustained by Hurricane Sandy throughout New York and New Jersey. Prior to Rostan, she was a senior graphic designer at large publishing companies in New York City. She specializes in project data management and quality control, GIS, reporting, and leads Rostan's marketing production efforts. Ms. Jankauskas combines her strict attention to detail, design credentials, data management expertise to administer Rostan's data QC program and deliver integrity-driven deliverables with quality production value.

RECENT PROFESSIONAL EXPERIENCE

VARIOUS CLIENTS, FL || FEMA DR-4828/4834
OCT. 2024–JAN. 2025

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served for Florida debris clean-up following Hurricanes Helene and Milton. Kicked-off ADMS reporting practices and project informational databases as well as obtaining and updating geospatial data layers within HaulPass®, specific to the client. Performed and ensured strict data quality control as well as responsible for implementing any necessary data updates within the HaulPass® software system. Responsible for gathering and dissemination of operational data and visual documentation of multiple debris streams/disposal sites into a cohesive and concise daily operational report for the client including strict data quality control. Additionally responsible for proposal development for standby contracts. Clients included:

City of Belleair Beach	City of Treasure Island
City of Kenneth City	Empath Health
City of Leesburg	Town of Indian Shores
City of Minneola	Town of North Redington Beach
City of North Port	Town of Redington Beach
City of Pinellas Park	Town of Redington Shores
City of Safety Harbor	Town of Windermere
City of St. Pete Beach	

VARIOUS CLIENTS, GA || FEMA DR-4830
OCT. 2024–MAY 2025

DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served for Georgia debris clean-up following Hurricane Helene. Kicked-off ADMS reporting practices and project information databases as well as obtaining and updating geospatial data layers within HaulPass®, specific to the client. Performed and ensured strict data quality control as well as responsible for implementing any necessary data updates within the HaulPass® software system. Additionally responsible for proposal development. Clients included:

DENISE JANKAUSKAS

ROSTAN

Data/GIS Management

City of Garden City City of Ocilla Glascock County	Irwin County Lanier County Lincoln County	McDuffie County Warren County

SUWANNEE VALLEY ELECTRIC COOPERATIVE || FEMA DR-4734
DEC. 2023–FEB. 2024
AUTOMATED DEBRIS MANAGEMENT SYSTEM

Data Manager. Serving as ADMS data support on behalf of Tidal Basin's support of SVEC's debris removal efforts in four counties in northern Florida. Kicked-off ADMS reporting practices and project information databases as well as obtaining and updating geospatial data layers within HaulPass®, specific to the client. Performing and ensuring strict data quality control as well as responsible for implementing any necessary data updates within the HaulPass® software system.

MULTIPLE MUNICIPALITIES, FL || FEMA DR-4673 || SEP. 2022–JAN. 2023
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Serving the City of North Port, City of Pinellas Park, City of Sarasota, City of St. Pete Beach, Town of Windermere, and Village of Estero in Florida following Hurricane Ian. Responsible for gathering and dissemination of operational data and visual documentation of multiple debris streams/disposal sites into a cohesive and concise daily operational report for the client including strict data quality control as well as obtaining and updating geospatial data layers within HaulPass®, specific to the client. Additionally responsible for proposal development for Estero, North Port, Pinellas Park, St. Pete Beach, and Windermere.

LYON COUNTY, KY || FEMA DR-4630 || DEC. 2021–MAR. 2022/JUN. 2024–JUL. 2024
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served following the December 2021 tornadoes and 2024 severe storms (non-declared). Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client including strict data quality control.

MULTIPLE MUNICIPALITIES, LA || FEMA DR-4611 || SEP. 2021–DEC. 2021
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served the City of Gretna, City of Slidell, New Orleans City Park, and the Town of Pearl River in Louisiana following Hurricane Ida. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client including strict data quality control. Additionally responsible for proposal development for City of Slidell and New Orleans City Park.

CAMERON PARISH, LA || FEMA DR-4459 || AUG. 2020–JUN. 2023
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Serving during debris removal operations following Hurricane Laura. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client including strict data quality control. The project monitored and documented over 1.4 million cubic yards of debris collected across 8 debris streams.

CHARLESTON COUNTY, SC || FEMA DR-4464 || SEP. 2019–JAN. 2020
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served during debris removal operations following Hurricane Dorian. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client as well as strict data quality control. Additionally, responsible for DMS closeout report compilation. The project monitored and documented over 615,000 cubic yards and nearly 40,000 tons of debris.

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Data/GIS Management

LIBERTY COUNTY, FL || FEMA DR-4399 || OCT. 2018–MAY 2019
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served during debris removal operations following Hurricane Michael. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client and strict data quality control. The project monitored and documented over 525,000 cubic yards of debris and nearly 35,000 leaning trees and hazardous limbs.

CITY OF LUMBERTON, NC || FEMA DR-4393 || OCT. 2018–JUL. 2019
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served during debris removal operations following Hurricane Florence. In addition to proposal development, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client and data quality control. Additionally, supported waterway debris removal monitoring reporting and GIS mapping efforts.

PUERTO RICO DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS (DTOP)
FEMA DR-4339 || AUG. 2018–MAR. 2019
DEBRIS MANAGEMENT DATA SERVICES

Data Manager. Served for DTOP debris removal following Hurricane Maria. Responsible for dissemination of operational data and visual documentation into cohesive and concise nightly operational reports for the client while maintaining strict data quality control.

USACE–JACKSONVILLE DISTRICT/XPERT'S INC. || PUERTO RICO
FEMA DR-4339 || OCT. 2017–DEC. 2018
DEBRIS MANAGEMENT DATA SERVICES

Data Manager. Served USACE/Xpert's, Inc. for the Commonwealth of Puerto Rico debris clean-up following Hurricane Maria. Responsible for dissemination of operational data and visual documentation into cohesive and concise daily and weekly operational reports for the client while maintaining strict data quality control. Reporting breakdowns included over 5.9 million cubic yards of 11 debris streams across 57 participating municipalities, 6 debris zones, and over 90 state agencies

VARIOUS CLIENTS, FL || FEMA DR-4337 || SEP. 2017–JAN. 2018
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served for Florida debris clean-up following Hurricane Irma. In addition to proposal development for standby clients, responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, as well as documentation and preparation of project closeout reports. Clients included:

City of Belleair Beach	City of North Port	New College of Florida
City of Belleair Bluffs	City of Port St. Lucie	Town of Indian Shores
City of Coconut Creek	City of St. Pete Beach	Town of Palm Beach
City of Coral Springs	City of Winter Springs	Town of Redington Shores
City of Dania Beach	Coral Springs Improvement District	Town of Windermere
City of Madeira Beach	Martin County	

CHARLESTON COUNTY, SC
FEMA DR-4286 • OCT. 2016–FEB. 2017 || FEMA DR-4346 • SEP. 2017–JAN. 2018
DEBRIS MANAGEMENT AND PUBLIC ASSISTANCE SUPPORT SERVICES

Data Manager. Served the County during post-Hurricane Matthew and post-Hurricane Irma debris-removal efforts. In addition to proposal development, responsible for gathering and dissemination of operational data and

DENISE JANKAUSKAS

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Data/GIS Management

visual documentation into a cohesive and concise daily operational report for the client, data quality control, and maintenance and organization of all digital files.

CHARLESTON COUNTY, SC || FEMA DR-4241 || OCT. 2015–JAN. 2020

PUBLIC ASSISTANCE, GRANTS FUNDING, DEBRIS MONITORING AND MANAGEMENT

Data Manager. Responsible for gathering and dissemination of operational data and visual documentation into a cohesive and concise daily operational report for the client, data quality control, and maintenance and organization of all digital files following the flooding which occurred in October 2015. Additionally, responsible for proposal development, invoicing, organization and implementation of Flood Insurance Rate Maps, photo documentation, drainage mapping, as well as development of client progress reports and presentations.

ADDITIONAL RELATED EXPERIENCE

2025 **DATA MANAGER || CITY OF PHARR, TX || FLOODING**
Debris Management Services

2024 **DATA MANAGER || ASSUMPTION PARISH, LA || FEMA DR-4817**
Debris Management and Public Assistance Support Services

2024 **DATA MANAGER || CITIES OF FREEPORT AND COLUMBIA, TX || FEMA DR-4798**
Debris Management and Public Assistance Support Services

2021 **DATA MANAGER || BRAZORIA COUNTY, TX || HURRICANE NICHOLAS**
Debris Management Services

2020 **DATA MANAGER || CITY PARK NEW ORLEANS, LA || FEMA DR-4570**
Debris Management Services

2020 **DATA MANAGER || MULTIPLE MUNICIPALITIES, IA || FEMA DR-4557**
Debris Management Services

2019 **DATA MANAGER || WEST FELICIANA PARISH, LA || FEMA DR-4462**
Debris Management and Public Assistance Support Services

2019 **DATA MANAGER || WEST FELICIANA PARISH, LA || FEMA DR-4462**
Debris Management and Public Assistance Support Services

2019/2024 **DATA MANAGER || CITY OF RICHARDSON, TX || SEVERE STORMS**
Debris Management and Public Assistance Support Services

2018/2024 **DATA MANAGER || TOWN OF CAROLINA BEACH, NC || FEMA DR-4393/4837**
Debris Management and Public Assistance Support Services

2016 **DATA MANAGER || THE CITY OF GARDEN CITY, GA || FEMA DR-4284**
Debris Management and Public Assistance Support Services

2016 **DATA MANAGER || MARTIN COUNTY, FL || FEMA DR-4283**
Debris Management and Public Assistance Support Services

2015–2016 **DATA MANAGER || CUMBERLAND COUNTY, TN || FEMA DR-4211**
Debris Management and Public Assistance Support Services

2015 **PROJECT MANAGER || WHITE COUNTY, TN || FEMA DR-4211**
Debris Management and Public Assistance Support Services

2013–2014 **OPERATIONS MANAGER || BOROUGH OF KEANSBURG, NJ || FEMA DR-4086**
HaulPass® Data Collection For Residential Demolition Project

2012–2014 **DATA ANALYST || TOWNSHIP OF BRICK, NJ || FEMA DR-4086**
Public Assistance, Grants Funding, Debris Monitoring and Management

2012 – 2014 **DATA ANALYST || NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION FEMA DR-4086**
Debris Management and Public Assistance Support Services

2012–2013 **FIELD SUPERVISOR || USACE–NEW YORK DISTRICT || FEMA DR-4085**
Debris Management Services

SECTION 2 – REFERENCES

2. REFERENCES

Rostan has extensive experience providing debris monitoring services and we believe in remaining involved with our clients until the recovery process is complete. We have many long-term client relationships, and we are humbled by and proud of our references. Provided below are references for relevant projects.

CITY OF NORTH PORT, FLORIDA

Frank Lama, Solid Waste Manager
Tel: 941-240-8074
Email: flam a@northportfl.gov
1100 North Chamberlain Blvd, North Port, FL 34286

CITY OF PINELLAS PARK, FLORIDA

Kyle Arrison, Construction Services Director
Tel: 727-647-0170
Email: karrison@pinellas-park.com
6250 82nd Ave., Pinellas Park, FL 33781

CHARLESTON COUNTY, SOUTH CAROLINA

Wesley D. Linker, P.E., Technical Programs Manager
Department of Public Works
Tel: 843-202-7626
Email: wlinker@charlestoncounty.org
4045 Bridge View Drive, Suite B309, North Charleston, SC 29405

ROSTAN

CITY OF RICHARDSON, TEXAS

Eric Robison, Director, Public Services Department
Tel: 972-744-4224
Email: eric.robison@cor.gov
1260 Columbia Drive, Richardson, TX 75081

CITY OF ST. PETE BEACH, FLORIDA

Camden Mills, Public Services Director
Tel: 727-363-9243
Email: cmills@stpetebeach.org
7581 Boca Ciega Dr, St. Pete Beach, FL 33706

CITY OF SAFETY HARBOR, FLORIDA

Renee Cooper, Public Works Director
Tel: 727-724-1550
Email: rcooper@cityofsafetyharbor.com
1200 Railroad Avenue, Safety Harbor, FL 34695

TOWN OF WINDERMERE, FLORIDA

Tonya Elliott Moore, Director of Public Works
Tel: 407-876-2563 ext. 5325
Email: tmoore@town.windermere.fl.us
614 Main Street, Windermere, FL 34786

SECTION 3 – PROJECT UNDERSTANDING AND ABILITY TO SATISFY RFP REQUIREMENTS

3.1 Overview

3.2 Understanding the Project

3.3 Resources and Capacity

3.4 Debris Monitoring Operations and Management

3.5 FEMA Regulations and Procedures

3.6 Automated Debris Management System (ADMS)

ROSTAN

3.1 OVERVIEW

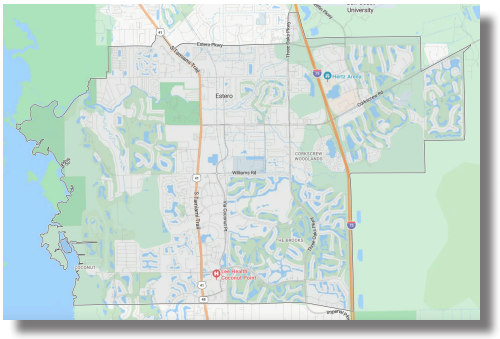
Rostan, having deployed on a couple occasions in the Village, has a firm understanding of the Village's approach to operations and its priorities when it comes to recovery. Rostan melds our tried-and-true method for implementing and managing debris monitoring projects with the Village's approach, objectives, and priorities, to create an efficient, well purposed recovery effort to include administrative support concerning the FEMA policies and procedures that govern applicable grant programs.

Our work plan is founded on a thorough understanding of the required services and incorporates substantial experience and cutting-edge digital platforms to deliver a responsive and comprehensive effort in support of the Village's recovery goals. Rostan' approach is grounded by ***five key principles.*** Focusing on these principles ensures a safe, cost-effective, and efficient recovery project. These principles are identified below:

1	**SAFETY**	Safety is paramount and tops the list of Rostan's project management principles. Focusing on the public's safety and wellbeing first ensures that the primary project goal is always in focus. This extends to the recovery effort itself requiring project employees to place personal safety at the forefront.
2	**LISTEN**	Listening requires empathy and a desire to understand each client's unique situation and project goals. Active communication guards against misinterpretation and makes certain all project stakeholders are working toward the same objectives.
3	**REINVEST**	One of the key goals of any disaster recovery project is to ensure the economic survivability of the community. Rostan uses locally hired residents, resources, and businesses to support our project efforts. This approach guarantees considerable portions of project revenue are reinvested back into the community either directly or through subcontractor participation.
4	**RESPONSIVE**	An efficient, focused response is critical when communities are dependent on your efforts to recover from devastating disasters. Confidence in the reliability of project partners provides a sense of ease knowing resources will be available during a time of need.
5	**FUNDING**	Post-disaster grant funding when available is a critical pursuit. Federal funding programs can be onerous and managing the administrative burden time consuming. Our work product is developed to meet the requirements of the applicable funding agencies that administer available post-disaster grants to ensure reimbursement funding opportunities are maximized.

3.2 UNDERSTANDING THE PROJECT

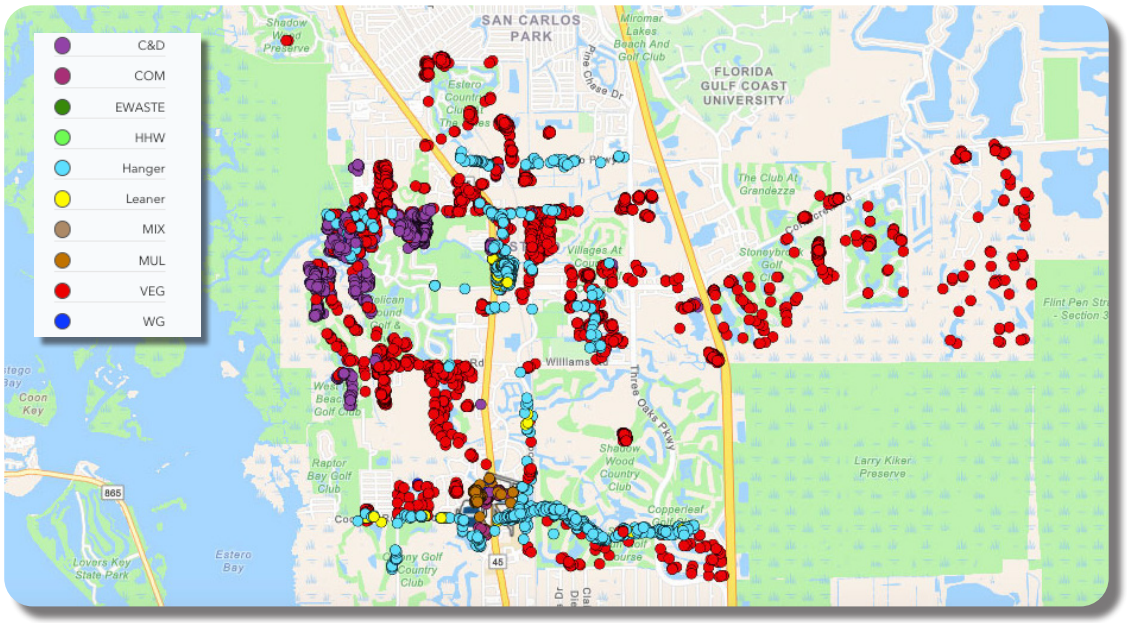
UNDERSTANDING THE CLIENT



While serving the Village in 2017 following Hurricane Irma, Rostan was able to gain familiarity with the Village, its professional staff, and their expectations following a disaster event. In 2022 following Hurricane Ian, our relationship was made stronger through constant communication and working at the direction of the Village through Public Works Director Mr. David Willems. While municipal turnover can be frequent, Mr. Willems provided a consistent voice for the Village, helping facilitate efficiency by providing clear direction and identifying project goals. We are grateful to have had the opportunity work alongside the Village and continue to do so on a limited basis through our PA services contract. For several years the Village was our primary client in Lee County and Rostan is hopeful that we can be reengaged to provide exceptional service in support of the Village for years to come.

ROSTAN

HURRICANE IAN DEBRIS SNAPSHOT



190,456.30 CY VEG

47 LEANERS

1,377 HANGERS

34,726.2 CY MULCH

110,514.60 CY C&D

36,882.90 CY COMPACTED C&D

7,712.00 LBS HHW

674 UNITS WHITE GOODS

1,100 UNITS E-WASTE

1,976.40 CY MIXED DEBRIS

UNDERSTANDING THE RFP

Rostan understands that the purpose of the Village's RFP is to secure services necessary to augment the Village's recovery efforts should a disaster occur. Based on the RFP and the scope of services provided we anticipate the scope of work to include, but not be limited to the following components:

Project/Operations Management
Debris Evaluations/Assessments
Support for DMS locations
Coordination with the Debris Removal Contractor and Village Representatives
Debris Removal Vehicle Certification
Right-of-Way Debris Collection Monitoring
Debris Management Site and Disposal Site Monitoring
Providing an Automated Debris Management System
Data Compilation, Processing, and Document Management
Operational Progress and Project Reporting
Administrative Support Services
Contractor Payment Monitoring and Reconciliation
Compliance and Coordination with State and Federal Agencies

It is anticipated that Rostan employees will perform their dedicated functions on behalf of and at the direction of the Village. Tasks will be delineated through task orders and required work will be performed within negotiated not to exceed budgets.

3.3 RESOURCES AND CAPACITY

As a nimble, client-focused firm, Rostan understands the importance of resource management. We never over-commit our resources ensuring our clients always have timely access to the valued expertise and support they would expect. Our strategy is to selectively pursue, develop, and maintain client relationships that we believe to be beneficial to both parties. We have always limited the number of pursuits we undertake by both geography and size while considering our current standby obligations in those areas.

We can ensure a technically skilled and seasoned team will always be available to the Village without compromise.

STAFFING

Rostan resources are spread strategically across the Gulf and East Coast from Texas to New York. Rostan's primary resource concentrations are in Florida and Louisiana, ensuring project resources are close enough to respond to clients along the entire Gulf Coast within 24 hours. Rostan currently employs roughly 50 full-time personnel, all focused year round on disaster related disciplines. While responding to disasters, our roster often swells considerably, to as many as 400-500 personnel. For example, following Hurricane's Helene and Milton in 2024, Rostan hired more than 350 personnel in Florida and Georgia to support project needs.

ROSTAN

RESOURCES

Debris monitoring projects require two primary resources, labor and ADMS hardware/software.

Labor Resources: Rostan employs key resources full-time to ensure we have capacity to support our contractual obligations regionally with experienced management creating a foundational approach to the project. This allows us to add and subtract secondary resources as needed without harming the overall project quality or effort. This is a distinguishing trait of our company. Many competing firms are contractually spread too thin forcing them to utilize hourly resources to fill key positions like Project Manager when large disasters occur.

Rostan's disciplines and full-time personnel counts include:

POSITION	PERSONNEL COUNT
Executive	4
Attorney	1
Mitigation	4
Project Managers	8
Grant Consultants	13
Technical Specialist	15
Administration	5
Total	**50**

Additional Labor Resources: An industry standard establishes that several monitoring project positions are staff with hourly employees. Typically, Rostan supports field supervisor positions with on-call resources that work on projects seasonally. We have developed a substantially deep bench in this position and regularly engage known resources to support projects in this role. Additionally, debris monitors are hired locally to support projects. Rostan has developed a substantial and effective digital marketing campaign to identify and secure local resources to support these positions extremely quickly. The quantity is determined based on project demand and fluctuates accordingly. We work closely with debris removal contractors to ensure we have appropriate coverage daily.

ADMS: Rostan owns its ADMS HaulPass®, and the hardware required to support it. We house enough equipment to simultaneously supply all our clients' projects with sufficient ADMS equipment. Our software is supported by a remote development team available 24-hours a day. Our relationships with our key vendors ensure we have access to additional equipment in short order.

ROSTAN

HOW WE HIRE

Our goal in any disaster recovery effort is to hire locally to the greatest practical extent. We believe that maximizing the use of locally hired personnel not only helps the community recover more quickly, but it also provides operational efficiencies due to familiarity with roads, neighborhoods, and local culture. Rostan utilizes modern mediums of outreach such as social media and internet job posting sites, while also employing “old fashioned” techniques, such as “word of mouth”, and accessing potential local candidates through client recommendations, military veterans’ organizations, religious organizations, and local labor surplus offices.

ONBOARDING

Rostan utilizes ADP for payroll and our onboarding process. Candidates apply through several mediums, many identified above, by submitting a digital application. Once the digital application is received, applicants are contacted by a member of our onboarding team to vet the candidate. If a candidate is approved, onboarding documents are sent digitally. Candidates are easily able to complete the process online and even on their phone. Once onboarding documents are received and verified complete, new employees are assigned to a project location where they will receive hands-on training to include receiving PPE. Once training is completed, employees are added to the project roster and assigned monitoring duties on an as-needed basis.

SUBCONTRACTORS

While we do not intend to use subcontractors for this project, Rostan has traditionally had a sensitivity towards the utilization of minority-owned enterprises in the normal course of our business, which includes disadvantaged- veteran-minority-owned firms as subcontractors and as suppliers of goods and services. Furthermore, we extend our efforts beyond professional level services, whenever possible, to employ diverse firms for nontechnical needs that may arise during the normal course of operations. As a federally self-certified SBE ourselves, Rostan has long been an advocate of diverse project participation.

ROSTAN

3.4 DEBRIS MONITORING OPERATIONS AND MANAGEMENT

Working in coordination with the industry's most prominent debris hauling companies to achieve client goals, Rostan provides a professional, well managed, and responsive operation coupled with quality project deliverables that support funding reimbursement pursuits. This section identifies our role in providing these services, the tasks associated, and the data management and collection platforms we have developed to support these efforts. HaulPass® has become an integral component of nearly every debris monitoring task Rostan performs and as such will be mentioned frequently throughout this section. For greater detail on the HaulPass® system, please refer to *Section 3.6: Automated Debris Management System (ADMS)*.

Rostan's approach to providing debris monitoring services has been honed through our response efforts in support of clients following dozens of major disasters and is consistent and compliant with FEMA guidance and program policy (e.g., *Public Assistance Program & Policy Guide FP-104-009-2/January 2025*, *Public Assistance Debris Monitoring Guide/March 2021*, and supplementals).

PLANNING AND SEASONAL TRAINING

Rostan encourages off-season engagement to prepare and plan for future potential events. Part of this planning process incorporates annual review of operating plans, service contracts, and DMS site availability and permitting. This value-added service is intended to bring project stakeholders together and define recovery strategies.

Disaster Debris Management Plans (DDMP) are typically reviewed during offseason planning sessions, amended as needed, and appended to Comprehensive Emergency Management Plans. Rostan can review the Village's DDMP and would welcome the opportunity to conduct a thorough review and update the components as necessary.

Included in the following Table is a sample Debris Monitoring Plan. Rostan will develop a similar plan through coordination with the Village to flesh out details and responsibilities with the goal of ensuring that all support functions have accountable resources.

PRELIMINARY DEBRIS MONITORING PLAN

DEBRIS MONITORING TASKS	ACTION ITEM	TIMELINE
PRE-EVENT TASKS		
PLANNING AND COORDINATION	Summarize operational and communications plan, DMS locations, and logistics and staging areas	During off-season and 72 hours prior to mobilization
INITIAL PRE-EVENT COORDINATION	Telecommunications and/or in-person contact with client	72 hours prior to mobilization
DEBRIS CONTRACTOR COORDINATION	Place debris contractor on stand-by	72 hours prior to mobilization
OEM AND FEMA COMMUNICATION	Coordinate OEM and FEMA client public assistance conference calls	As requested
LOGISTICS AND OPERATIONS COORDINATION	Implement preliminary mobilization of Rostan Reserves	72 hours prior to field operations launch
	Preliminary staging of field kits	72 hours prior to field operations launch
	Initiate Event Manager/HaulPass® data and GIS database	72 hours prior to field operations launch
PRE-EVENT COMMUNICATION	Prior to a disaster event the Project Manager and/or Village Liaison will participate in conference call to discuss event status with staff and contractors	Occurs daily morning and afternoon within 72-hour field operations launch window
	Prior to a disaster event the Project Manager and/or Village Liaison will report to the EOC or other designated forward staging area	Report as requested
DEBRIS MONITOR MOBILIZATION	Mobilization of Rostan Reserves	Incident occurence is imminent
	Implement Rostan staff recruiting plan	72 hours prior to field operations launch
	Remote staging of equipment and personnel	72 hours prior to field operations launch

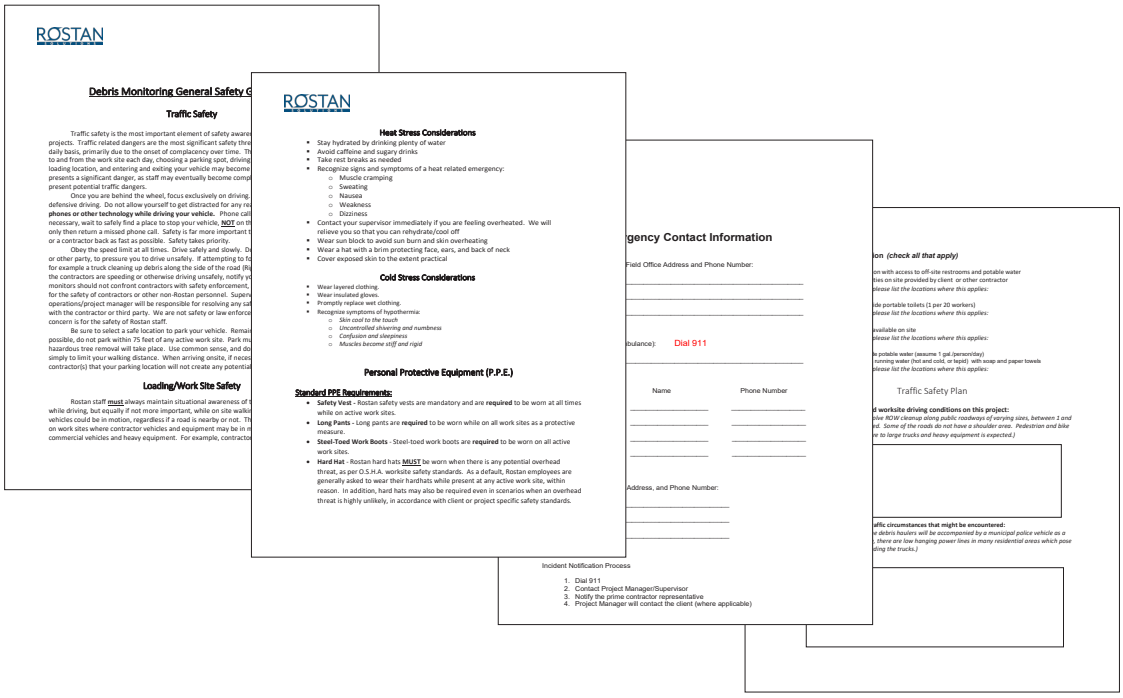
ROSTAN

PRELIMINARY DEBRIS MONITORING PLAN		
DEBRIS MONITORING TASKS	**ACTION ITEM**	**TIMELINE**
POST-EVENT TASKS		
ADMINISTRATIVE TASKS	Obtain Presidential Disaster Declaration	6 to 48 hours after mobilization
	Obtain Notice to Proceed/Issue Certificate of Insurance	Incident occurence to 48 hours after
	Continue with staffing plan implementation and training	6 hours after field operations launch and until the end of the debris mission
OPERATIONS MANAGEMENT TASKS	Perform preliminary damage and debris assessments	2 to 48 hours after incident
	Evaluate Debris Management Sites (DMS)	2 to 48 hours after incident
	Perform preliminary debris cost estimate	2 to 48 hours after incident
	Update GIS Map with debris zones	2 to 48 hours after incident
	Compile and issue Daily Report	Daily beginning 1st day of operations
	Obtain Permit or appropriate approvals for DMS locations	12 hours after incident until all necessary DMS locations are operational
MONITOR DEBRIS CONTRACTOR FIRST PUSH	Monitor equipment and labor hours of debris contractor equipment that is mobilized utilizing T&M daily log forms	70-hour T&M period
MONITOR RIGHT-OF-WAY DEBRIS COLLECTION	1st Pass — Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 1 through Week 6
	2nd Pass — Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 7 through Week 10
	3rd Pass — Monitor debris contractor crews collecting eligible disaster debris from public ROWs and public property	Week 11 through Week 12
MONITOR SPECIAL WASTE COLLECTION	Monitor debris contractor crews collecting eligible special waste disaster debris such has appliances, stumps, leaning trees, hanging limbs, and HHW etc. from public ROWs	Week 5 through Week 12
DMS OVERSIGHT AND MONITORING	Document pre-DMS conditions with photographs and other means as required by regulatory agencies	1st week until debris mission complete
	Observe debris contractor operations at the site to assure environmental compliance	1st week until debris mission complete
	Perform "load calls" of debris contractor debris loads	Throughout mission
	Monitor debris contractor upon exit of DMS	Throughout mission
	Document post-DMS conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR CITIZEN DROP-OFF SITES	Document pre-site conditions with photographs and other means as required by regulatory agencies	Prior to opening DMS locations
	Document and record residents and debris drop-off	Throughout mission
	Observe debris contractor operations at the site to assure environmental compliance. Document the amount of debris processed	Throughout mission
	Document post-site conditions with photographs and other means as required by regulatory agencies and that site is restored to original condition	Following completion of debris removal activities
MONITOR FINAL DISPOSAL	Obtain documentation that final disposal location is permitted and approved for the debris material	1st week until debris mission complete
	Monitor final disposal of debris contractor and obtain scale record or load manifest	Throughout mission
DATA MANAGEMENT/HAULPASS EVENT MANAGER	Manage and facilitate roll-based access and use of HaulPass	Throughout mission
	Establish API or system integrations with project stakeholders	As requested
	Perform debris contractor invoice reconciliation	As invoices are submitted by debris contractor
	Issue applications for payment of debris contractor invoices	As invoices are submitted by debris contractor
	Coordinate and facilitate data transfers request from debris contractor, state and federal personnel	Throughout mission
CALL CENTER	Operate and staff call center in coordination with CIC	As requested
WATERWAY DEBRIS REMOVAL MONITORING	Monitor debris collection crews collecting eligible debris from area waterways	If needed
MONITOR PRIVATE PROPERTY DEBRIS REMOVAL	Manage PPDR program	If needed
DEMOLITION OF STRUCTURES ON PRIVATE PROPERTY	Manage Demo program	If needed
PROJECT CLOSEOUT	Provide electronic documents for reimbursement support	Mission completion

ROSTAN

HEALTH AND SAFETY

Rostan's health and safety approach is based upon our lessons learned, near misses, industry best practices, applicable federal, state, local regulations, and contractual requirements. Rostan will designate a health and safety officer for the duration of the project to support field operations with respect to health and safety protocols and procedures established in the Health and Safety Plan (HASP). Rostan will develop a HASP that addresses health and safety procedures for the overall debris monitoring field operation, each DMS, each citizen drop-off site, and final disposal sites. Images of a typical Rostan HASP are provided below:



Each debris monitor is provided with field training, including an emphasis on hazards and vulnerabilities and methods to reduce risk on the job site. These topics are covered in our field training guides. Rostan provides required personal protective equipment that field personnel must wear while working in designated work areas. Each operating day begins with a morning operational and safety meeting attended by all field personnel.

TYPICAL ROSTAN PERSONAL PROTECTIVE EQUIPMENT (PPE) CONSISTS OF:

SAFETY HAT | SAFETY GLASSES | SAFETY VEST | STEEL-TOE BOOTS | MOBILE PHONE | EAR PLUGS

Additional PPE is available as operational parameters may dictate, e.g., life vests, dust masks, sun screen, insect repellent, work gloves, etc.

ROSTAN

QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

Rostan personnel at all levels are aware of the importance of providing a quality work product. We will provide a designated QA/QC Officer to oversee Rostan's operational performance and support the Project Manager, Operations Manager and Field Supervisors in implementing our QA/QC protocols and procedures..

QA/QC TASKS GENERALLY INCLUDE BUT ARE NOT LIMITED TO:
Daily review of HaulPass® ticket data, scale receipts and other manifests
DMS permit application review and approvals
Reconnaissance of current debris zones for daily progress
Random re-certifications of debris contractor vehicles
Random health and safety inspections and audits
ADDITIONALLY, THE HAULPASS® SYSTEM PROVIDES SIGNIFICANT QA/QC FUNCTIONS FOR:
ROW Monitor location tracking and performance measurement
Damage resolutions
GIS-based debris collection progress mapping
DMS Monitor performance measurement and audits
Debris contractor performance measurement and resource allocation
Debris contractor invoice reconciliation
Reimbursement support documentation audit

FIELD OPERATIONS AND REPORTING

Operations Management—Includes priority communication with debris removal contractors and community stakeholders on a daily or more frequent basis as needed. Each day begins with a meeting in the field, assigning crews and monitors to areas of operation and establishing the collective operating goals for that day. At the close of each operating day, contractors, Rostan representatives, and community stakeholders will meet to plan for the following operating day. Field monitors are deployed with debris contractor crews to monitor the loading of trucks and to issue load tickets. We provide area field supervisors that are responsible for a defined geographic area in support of monitoring efforts. Our supervisors will work closely with debris contractor supervisors to anticipate, and address changing field conditions, manage communications, deploy field staff, and adjust as necessary to efficiently manage debris collection operations.

In addition, we will coordinate and communicate with the Village regarding overall debris recovery status, debris contractor performance and provide daily operations status updates.

Reporting—Rostan provides daily reporting to document each day's activities and capacity. Reports are typically released by 12:00 PM noon, on the following operating day unless another reporting deadline is required. The HaulPass® website is accessible via a web interface to view current operational information such as:

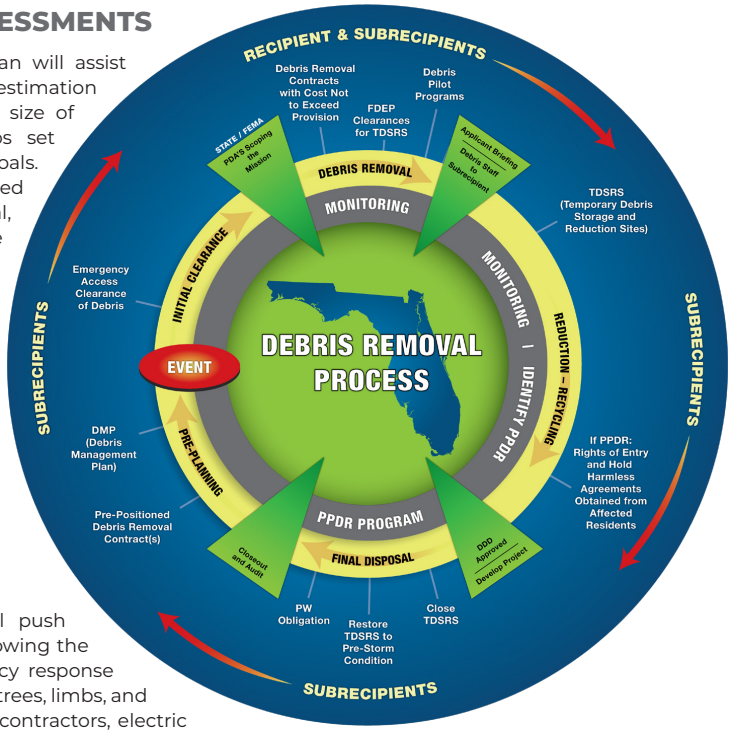
Debris volumes collected by debris type
Debris volumes hauled by type
Debris quantities by DMS
Equipment certification totals

Samples of some of Rostan's reports are included under *Section 3.6: Automated Debris Management System (ADMS).*

ROSTAN

PRELIMINARY DEBRIS ASSESSMENTS

Within 24–48 hours of activation, Rostan will assist the Village with debris estimates. Debris estimation is critical to determining the type and size of a debris recovery operation and helps set recovery expectations, timeframes, and goals. Preliminary debris estimates are based on modeling and confirmed by aerial, topographical, and visual reconnaissance of the affected area. Field estimates are typically gathered by surveying a representative sub-set of each community and extrapolated to develop a damage picture for the affected area. Following Hurricanes, this may be Village-wide. Following floods or other more localized events like a tornado, the affected area may be isolated to certain neighborhoods or geographic subsets.



MONITORING FIRST PUSH/ CUT AND TOSS

Following an extreme event, an initial push may be required as soon as possible following the "all clear". Critical arteries and emergency response routes are prioritized and cleared of fallen trees, limbs, and other disaster debris by teams of debris contractors, electric company crews, local client crews and Rostan monitors. The debris clearance phase may go beyond the FEMA 70-hour allowable time and materials window under certain scenarios.

If requested, Rostan will provide monitors to document and record time and materials efforts during the debris clearance phase. Rostan can and will facilitate the administration and management of documentation to be provided in support of project worksheet development for Category B reimbursement from FEMA.

Rostan will perform the following tasks during the debris clearance phase:

Certify and placard equipment and vehicles
Assist with documenting and prioritizing roads for immediate clearance
Capture time and materials efforts by Village personnel, contractor staff crews, and volunteers
Manage the time and materials information collected daily
Issue a daily report of roads cleared, road status and schedule, and other salient data
Review and reconcile contractor and supplier invoices
Compile and provide information for all Category A and B PWs

ROSTAN

RIGHT-OF-WAY (ROW) DISASTER DEBRIS COLLECTION MONITORING

Right-of-Way (ROW) monitors are trained with respect to FEMA *Public Assistance Program & Policy Guide FP-104-009-2/January 2025* and *Public Assistance Debris Monitoring Guide/March 2021* guidance. Our training also includes health and safety components, eligibility requirements specific to the local, state, and federal regulations, and debris contractor monitoring. Rostan's Operations Manager and Supervisors work closely with the Village and debris contractor personnel to provide ROW Monitors for each debris crew mobilized by the debris contractor. Rostan's Operations Manager and Supervisors are responsible for ROW Monitor training, scheduling, deployment, QA/QC, as well as reacting to daily changes associated with debris contractor crews, monitor issues and FEMA inquiries.

Each Rostan ROW Monitor will be equipped with a HaulPass® handheld unit as well as all necessary field equipment and required health and safety personal protective equipment (PPE). Rostan ROW Monitors are capable of performing any of the tasks listed below:

Monitor eligible disaster debris collection from ROW and public property
Initiate a HaulPass® load ticket for each eligible load of disaster debris
Monitor debris contractor activities
Report Health & safety concerns
Report and document property damage or accidents
Monitor collection of special waste such as appliances, HHW, etc.
Mobilize and de-mobilize daily

SPECIAL WASTE MONITORING

Special Waste is disaster debris material that is typically collected separately from Vegetative and C&D storm debris. The most common special wastes include:

White Goods
Household Hazardous Waste (HHW)
Hazardous Stumps
Hanging Limbs
Leaning Trees
Abandoned Vehicles
Derelict Boats

Rostan Special Waste Monitors are experienced ROW Monitors that have received additional training and experience monitoring special wastes. Rostan assigns a monitor to each debris contractor special waste crew. Rostan's Operations Manager coordinates closely with the debris contractor to facilitate a safe and efficient operation. Rostan monitors use HaulPass® to document each eligible debris item (e.g., hazardous stump, refrigerator, etc.) with photographs tagged with GPS coordinates and any footnotes.

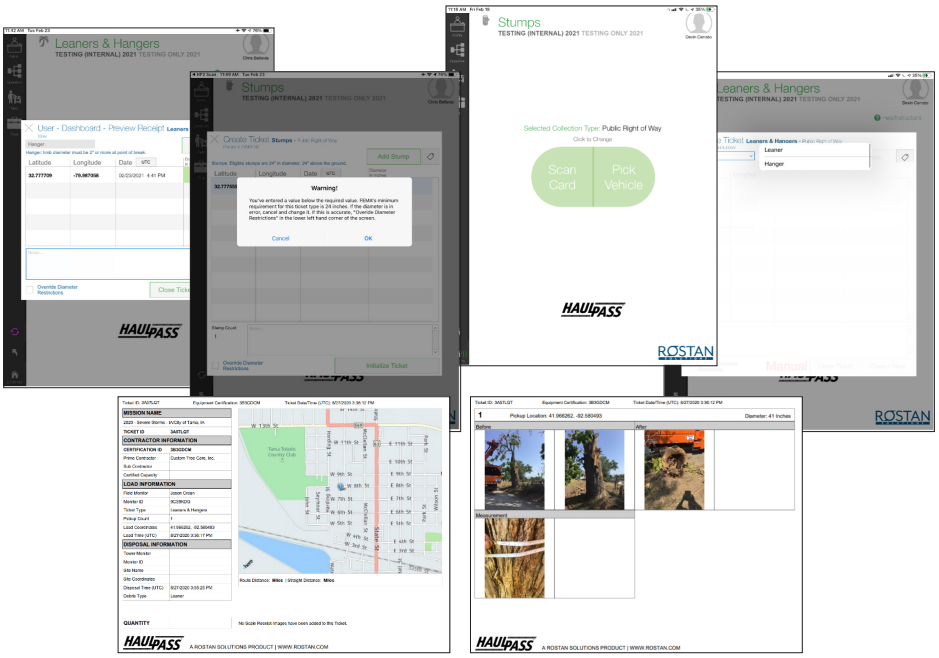
ROSTAN

HAZARDOUS TREES AND STUMPS

Trees are highly susceptible to wind damage especially over prolonged periods of sustained high winds. Saturated ground conditions often exacerbate the situation. It is not uncommon for communities to remove thousands of trees and limbs following even moderate events. As a result, FEMA authorizes the removal of substantially damaged trees, damaged limbs, and stumps from trees that have fallen. As the costs for this type of work can be expensive, it is critical that a debris monitoring provider understand the governing policy and have the wherewithal to effectively document the work as it is being performed. Rostan has monitored the removal of hundreds of thousands of damages trees, limbs, and stumps, and has developed specific modules within HaulPass® to handle the documentation requirements for these unique debris streams.

HaulPass® tree modules are designed to capture the work type, the associated diameter, and photo document the required work prior to and after it is conducted. The tree work module also has built in parameters that reject trees and limbs with diameters below eligibility requirements and includes handy reference language regarding the criteria that qualify trees, limbs, and stumps.

Rostan selects only the most efficient and competent debris monitors to observe and document tree work due to the advanced eligibility and documentation requirements.



ROSTAN

CANAL, DRAINAGE, AND WATERWAY DEBRIS MONITORING

Removal and monitoring of debris from canals and waterways increases the complexity and potential danger of a typical ROW debris management event and requires special considerations. Rostan has extensive experience monitoring debris removal from navigable and non-navigable waterways. Given the cost associated with this type of debris removal, it is imperative that debris, along with hazardous limbs and trees, be completed in a "single pass" if possible. To support a single pass effort, Rostan will conduct a comprehensive survey of the area of concern to catalogue debris and tree work. Collection of this type of information allows critical planning to occur prior to mobilizing collection resources. Once completed a drone may be used to video record the area. This information is useful in dealing with concerned residents whose properties abut drainage systems such as canals. It is our policy to provide an experienced monitor for each debris collection crew.

TYPES OF DEBRIS FIELDS INCLUDE:
Storm drains, catch basins, and flood control ditches
Canals, streams, rivers, and inland waterways
Bays, beaches, and channels
TYPES OF DEBRIS MAY INCLUDE:
Displaced damaged structures such as buildings, docks, pillars, etc.
Derelict vessels and vehicles
Vegetative storm debris such as tree trunks, limbs, etc.
C&D debris
Displaced sand and soil
Dredge spoils

Rostan understands the importance of taking additional safety precautions when performing debris monitoring in waterways.

DEBRIS MANAGEMENT SITE (DMS) SELECTION AND APPROVALS

Effective debris management begins with the identification of potential DMS locations. We will assist the Village in obtaining necessary approvals and permits from local, state and federal agencies for each site. Initially, our project team coordinates with the Village to obtain relevant information such as current site ownership, current site use, right-of-entry considerations for privately owned sites, planned reduction methodologies for each site, and Village-specific objectives for each site. We then can collect baseline data on the designated DMS consistent with federal, state and local requirements and in general accordance with FEMA guidelines. Baseline data collection and monitoring activities are focused on achieving successful and timely site closure. Information obtained for each site is compiled into a baseline DMS report, as well as a closure report that we prepare after all debris has been removed from the site. If requested, we conduct both baseline and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely affected by these activities.

MONITORING DMS OPERATIONS

We conduct frequent observations throughout the debris management process as debris is stored, reduced, and removed from various DMS sites, and until site restoration to pre-disaster condition is complete. We evaluate the debris contractor's procedures for proper storage, management, and disposal of all debris types and advise the Village of any potential issues that could affect reimbursement funding. We also can provide drone imagery to document overall site activities during debris management operations.

Following debris operations, our project team will prepare a DMS closure report documenting the site conditions upon closure. This report compares baseline and closure environmental conditions that typically includes a comparison of analytical data collected as well as photographic documentation for visual comparison. Rostan DMS-related monitoring tasks may include:

ROSTAN

DMS selection and approval assistance
Development of criteria for management of a DMS
Inventory of all sites handling debris (such as DMS locations, landfills, staging areas, citizen drop-off sites, etc.)
Permitting and coordination needs for DMS locations, including communications with state and local regulatory agencies
Performance of baseline data collection including photos and/or video of each DMS, current site layout sketch, documentation of physical features, current land use, current structures, use or storage of chemicals (past or current) on-site, and other relevant information
Development of a sampling plan for each DMS including sampling locations, specific media, and analytical parameters, if required
Performance of baseline soil and groundwater sampling, if required
Ongoing DMS monitoring
DMS closure
Preparation of a DMS baseline and closure report for each site

TOWER MONITORING AND LOAD CALLS

Rostan provides Tower Monitors that have extensive experience in DMS monitoring activities and have worked with us on previous disaster recovery events. Rostan Tower Monitors understand debris site management and equipment. It has been observed by others that Rostan Tower Monitors are among the most professional and technically competent in the industry. Our monitors are trained to verify the truck volume, identify truck modifications, accurately make the load call, document daily volumes managed, and observe contractor activities.

ROSTAN

EQUIPMENT AND VEHICLE CERTIFICATION

Rostan has experienced and fully dedicated and equipped certification teams prepared to deploy immediately following an event in order to identify potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping maximizing reimbursement. Certification can be generated cubic yardage and/or tonnage. Rostan certification teams are experienced with volumetric measurement and calculations for all types of debris contractor vehicles and equipment used in the industry. Our certification staff follow Rostan's standard operating procedures which are consistent with FEMA *Public Assistance Program & Policy Guide FP-104-009-2/January 2025* and *Public Assistance Debris Monitoring Guide/March 2021* and contain some of the following components:

HaulPass® System Equipment/Vehicle Certification Form
HaulPass® Smartcard and Placard Issued for each vehicle or piece of equipment
Debris contractor Safety Checklist verified
Random QA/QC Re-Certifications—conduct random audits of contractor equipment to ensure the volume is consistent with the original placard

Rostan utilizes HaulPass® for digitally recording, storing and managing the information associated with each piece of equipment. More on the HaulPass® role is included in the Certifications subsection of *Section 3.6: Automated Debris Management System (ADMS)*.

Rostan certification teams can certify 24 hours per day, 7 days per week if required.

PPDR PROGRAM MANAGEMENT

Typically, FEMA does not provide federal support for work conducted on private property. In certain instances, eligible applicants can apply for federal support for this type of work if the extent of damage is extensive and deemed harmful to a community at-large. Private Property Debris Removal (PPDR) and Structural Demolition work in accordance with federal, state, and local requirements can require extensive logistical coordination, detailed record keeping, and operational aptitude. Rostan is highly adept at providing and managing all three of these aspects. Since 2011, Rostan has had the opportunity to serve multiple clients in this capacity.

This experience has allowed us to refine our approach to PPDR/Demolition projects. Initial focus is placed on determining the areas of impact and conducting site evaluations to determine the extent of damages and formulate site specific management plans. Historically, these site evaluations have involved FEMA and other governmental agencies such as the Florida Department of Environmental Protection (FDEP).

Once properties are identified they are placed into a queue that generally

follows the FEMA 19-point checklist. This checklist includes processes that must be followed to remain eligible for reimbursement funding and conduct a safe debris removal effort. Some of these processes are lengthy and can consume considerable amounts of time therefore it is critical to implement appropriate project management tools and coordinate processes simultaneously.

A Right-of Entry (ROE) agreement signed by the property owner or the owner's authorized agent is required for each project site on private property. Without this document municipalities and their representatives do not have legal authority to access the property. At times, these are easy to obtain, and residents voluntarily submit them. In other times, residents have been displaced or even worse deceased, due the disaster. In instances where volunteered authority is not an option it is critical to have a consultant with experience in these matters. Rostan has this experience and has assisted with tracking down displaced residents and next of kin and developed paths forward whether it's through code enforcement and condemnation procedures or other alternatives. Rostan has developed a comprehensive data collection platform called Parcels tailored specifically to help manage PPDR/Demolition Programs. More on Parcels is included in *Section 3.6: Automated Debris Management System (ADMS)*.

ADDITIONAL MONITORING RELATED SERVICES

DRONES

Rostan may deploy drones in support of operations, data collection, and reporting objectives. Drones provide an aerial "set of eyes", generating unique perspectives and the ability to access areas that are otherwise difficult to reach by traditional means. Drones can help locate debris in remote areas, capture baseline, ongoing, and post-event site conditions at DMS locations, and be used as a debris estimating tool. While drones have been around en masse for a number of years now, their utilization to support debris removal projects is just fully being realized.

ROSTAN

CALL CENTER

Rostan can establish a call center for residential inquiries, claims reporting, and management of claims resolution if needed. This call center can be established locally or managed from one of our permanent office locations.

PUBLIC INFORMATION ASSISTANCE

Rostan can develop public notices, documents, narratives, and memos to support Village public information efforts and can support the Village PIO on an as-needed basis.

CONTRACT INVOICE REVIEW AND PAYMENT APPLICATIONS

Rostan will review, validate and reconcile debris management contractor(s) invoices prior to submission to the Village for processing. Rostan will conduct a meeting at the beginning of the debris management operation to fully explain the process to the Village and debris contractor(s) representatives. All invoices from the debris contractor(s) shall be directed to Rostan for reconciliation with field data collection databases. Within seven (7) calendar days of receipt, invoices shall be reviewed by Rostan to be accepted or rejected. Rostan will issue in writing to the Village and the debris contractor the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, Rostan will clearly state the reasons for rejection and work with the debris contractor to resolve immediately.

DAMAGE CLAIMS

Rostan will coordinate with Village personnel to respond to any potential property damage claims resulting from the debris removal process. This includes damage to private property and damage observations to public facilities like road surfaces or drainage. Road damages resulting from debris removal efforts can be potentially be pursued as damages claimed as a result of a disaster event through FEMAs PA program. Rostan is pleased to provide our damage complaint tracking service built into the Tag Items feature in the Haulpass® toolbox. More information about Tag Items can be found in *Section 3.6 Automated Debris Management System (ADMS).*

ROSTAN

3.5 FEMA REGULATIONS AND PROCEDURES

As an integral part of debris monitoring consulting, Rostan provides financial consulting services to its clients as required to support the grant application and reimbursement process. We understand the dynamics of disaster recovery financial planning, resource allocation, as well as the need for financial stability. We have extensive experience in representing clients' costs to state and federal agencies responsible for administering grant programs.

Over the years, we have sought and secured more than $5 billion dollars in grant funding for our clients. This includes funding through FEMA's PA and HMGP programs, FHWA, HUD CDBG grants, HHS, and NRCS. We take great care to ensure that our data collection and documentation efforts are secure, complete, and done in accordance with the guidance and policies of the appropriate funding agency. This includes continuing education efforts and ensuring that our decision-making personnel are up to speed with disaster-specific policies.

REIMBURSEMENT REQUESTS

Rostan can effectively manage eligible and ineligible items, provide appropriate and specific documentation of expenses, and direct allocation of costs to the appropriate funding source when match is required / multiple programs provide funding. The contract instrument, allocation of funding shares is delineated, and any prevailing limits or restrictions on specific funds are clearly outlined and structured.

DOCUMENTATION

Sub-grantees are required to maintain and submit specific documentation to the grantee to ensure complete and accurate documentation to demonstrate programmatic and financial compliance with all applicable regulations and guidance. Reimbursements will be unable to be processed unless all required documentation is complete and submitted. Rostan will assist with the maintenance of all documentation in an acceptable format and dovetail with program workflows and procedures, streamlined for review and auditing purposes. During project implementation, sub-grantees must submit quarterly reports, thoroughly documented requests for reimbursement, and maintain their project file. Rostan will ensure that these requirements are fulfilled for each grant / program as requested.

COMPLIANCE

It is critical that federal aid programs comply with all Environmental, Historic, Public Health & Safety Requirements/ Legal Requirements. Rostan will work closely (training, outreach, SOPs, site visits, and desk review) with the Village to ensure full compliance with all applicable laws, regulations, and other programmatic and financial requirements including all environmental, historic, and public health and safety requirements. Rostan will monitor project and grant activities, including checklists, database records, quarterly reports, site visits and conference calls to assure that all legal requirements of both programs are satisfied.

CLOSEOUT

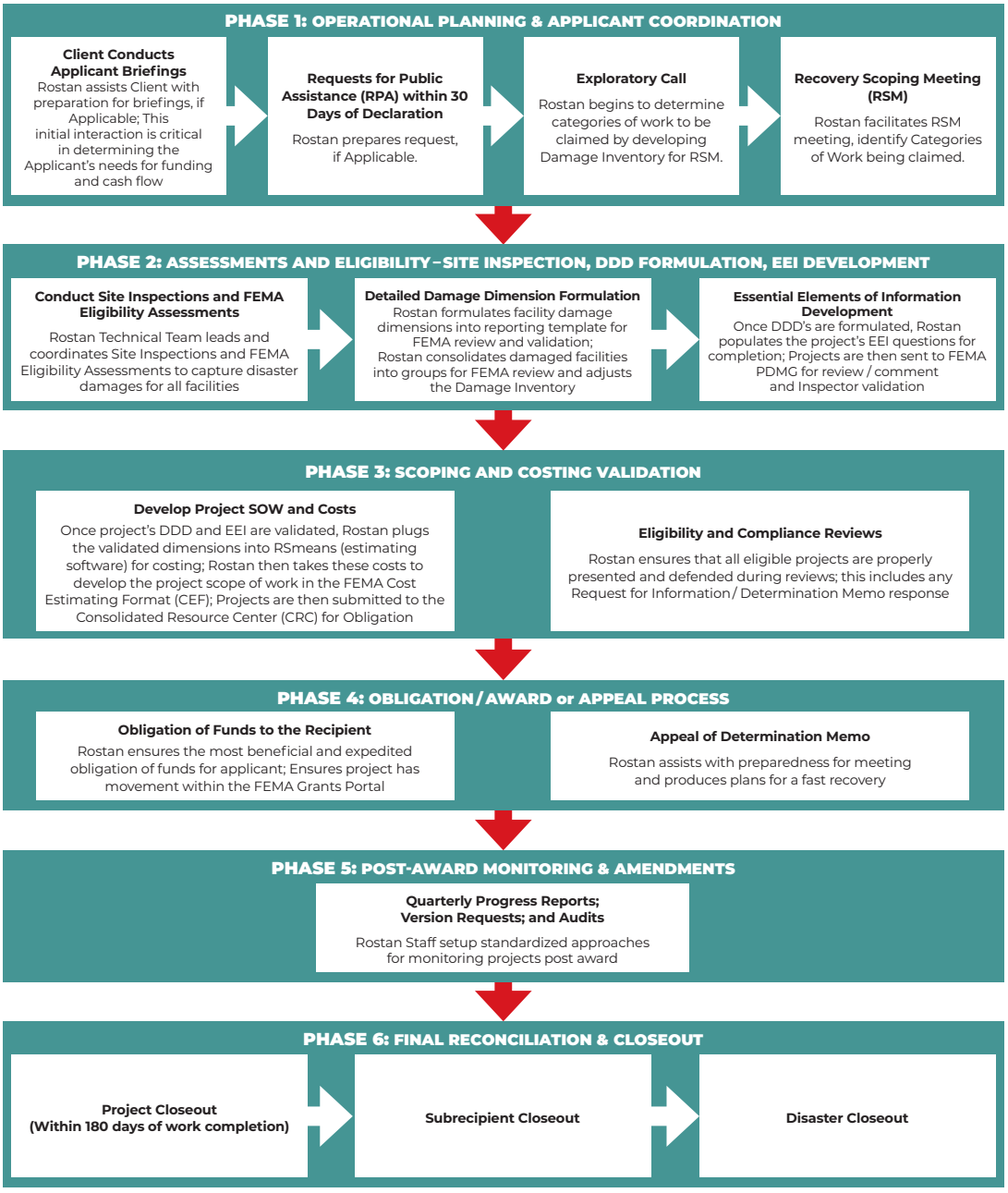
To minimize challenges with the project close-out process, Rostan begins accounting for close-out on day one of implementation, ensuring details are not forgotten or documents misplaced by the time closeout preparation efforts begin. File review and monitoring will take place throughout the project life to minimize corrective actions at the end of a project. A project close-out process will be recommended to ensure that all contractual and programmatic requirements are satisfied. A final inspection or deliverables review is conducted after the project is 100% complete.

AUDIT ASSISTANCE

Rostan will provide audit coordination and assist the Town with responding to audit findings as necessary. This will be accomplished by thorough involvement in the review of audit findings with applicable auditors. In addition, the team will be available to provide feedback on corrective action plan development. Once a corrective action plan is finalized, the team will assign staff resources to follow-up on all corrective action plan elements and timelines to ensure that audits are resolved in a timely fashion.

ROSTAN

PA PROGRAM DELIVERY PROCESS



ROSTAN

3.6 AUTOMATED DEBRIS MANAGEMENT SYSTEM (ADMS)

HAULPASS®: BACKGROUND

Following Hurricane Katrina in 2005, while on deployment for the US Army Corps of Engineers (USACE), Rostan was responsible for the management, administration, and reconciliation of more than 25 million cubic yards worth of paper load tickets. This experience challenged Rostan to develop a better, more secure, and reliable approach to debris monitoring and the immense administrative burdens that encumbered the industry's traditional approach. HaulPass® was developed and piloted to USACE in early 2006, proving to be a better approach that would become the industry benchmark for years to come.

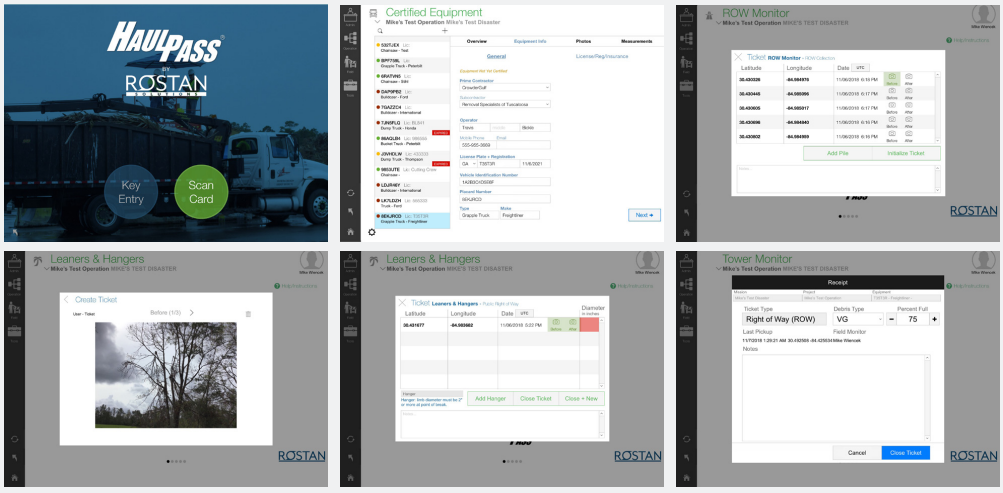
For nearly 5 years, HaulPass® remained the singular ADMS solution in the debris monitoring services industry as competitors were slow to adapt. As a result, HaulPass® was the only ADMS to have been offered by respondents in all 11 Regions under the USACE Advanced Contracting Initiative (ACI) program and the only ADMS to be validated by the USACE in 2008. Industry competitors were soon forced to adapt or risk remaining uncompetitive in the lucrative federal marketplace.

Rostan is the exclusive provider of our proprietary HaulPass® ADMS—the most proven system in the industry. HaulPass® is so reliable and easy to use that Rostan has not utilized paper load tickets since 2008—for any client, period.

While HaulPass® in its original form remained extremely dependable until its retirement following the 2018 hurricane season, Rostan had begun a strategic rebuild to capitalize on emerging technologies and to move HaulPass® to a new operating platform to ensure its long-term viability.

The updated HaulPass® was successfully deployed on its first assignment in the fall of 2019 marking the beginning of a new era for Rostan and HaulPass®. In the years since, having been deployed on more than a dozen projects to date, the updated HaulPass® has proven to be as reliable as the original while capitalizing on new technologies to develop features maximizing cutting edge hardware and software capabilities.

HAULPASS® INTERFACE



ROSTAN

HAULPASS®: SYSTEM OVERVIEW

HaulPass® combines three primary components, our field application, data systems, and the website, to provide a comprehensive operations and data management platform organized to promote efficiency and minimize administrative burdens associated with federal grant programs. HaulPass® can now operate in two modes, completely connected (live) when data services are available throughout the project area, and in remote mode when connectivity may be limited, especially after a catastrophic event.

FIELD APPLICATION

Designed on the Claris/FileMaker platform, a subsidiary of Apple Inc., the HaulPass® field application includes certification interfaces, ticketing modules, tools, operations and disposal site setup, configuration menus, and administration preferences. Built exclusively for Apple iOS devices, HaulPass® was optimized specifically for iPads. Combining an iPad with an RFID reader/writer enveloped in a custom case, both produced by Infinite Peripherals, results in a hardware outfit that can run the entire field application. To produce paper receipts, HaulPass® integrates a thermal printer into select processes if necessary.

General access to the field application is restricted to authorized users only and application features including ticketing modules are further restricted based on user permission sets. The permissions structure invokes an enhanced level of control and security that was not achievable on older hardware platforms.

The field applications encompass a level of flexibility and customization options that enable HaulPass® to meet data collection demands of even the most unique projects. Supported by a full development team, HaulPass® has transitioned from a data collection and load ticketing application to an operations management platform, complete with multiple ticketing modules, equipment certifications, survey and assessment tools, and contractor damage tracking.

DATA SYSTEMS

HaulPass® is supported by a variety of data platforms that are seamlessly integrated to develop, process, transfer, store, and secure/backup data. Rostan maintains ownership and control of all data systems and storage services ensuring that we will always have access to client data.

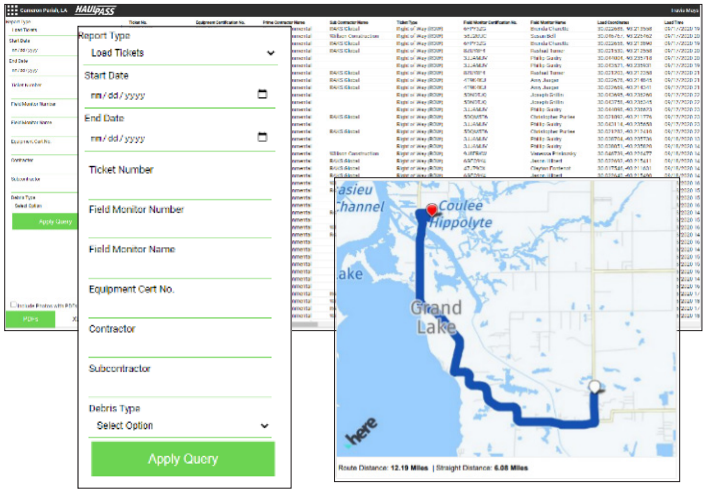
AWS S3 AND GLACIER	
aws	Serves as the foundation for HaulPass'® cloud storage needs. S3 is a secure, durable, and scalable object storage infrastructure that supports HaulPass® data storage demands for active and recent projects. Glacier is used for long-term/indefinite storage of past-project data long after it is typically needed.
MYSQL	
MySQL	Serves to process and temporarily store data synchronized through MirrorSync. MirrorSync is the sync engine that communicates between the field application and MySQL. MySQL ultimately synchs with the FileMaker Database on standard process schedules.
FILEMAKER	
FileMaker An Apple Subsidiary	Serves as the HaulPass® development and architectural platform and houses the primary database structure.

Rostan can integrate an API directly with our data systems if necessary.

ROSTAN

THE WEBSITE

To complement HaulPass®, Rostan has also undertaken a complete rebuild of our web interface, www.haulpass.com. The website, accessible by credentialed project stakeholders, provides users with the ability to query, export, and review data in multiple format types as well as interact with the HaulPass® GIS interface supported by ESRI/ArcGIS.

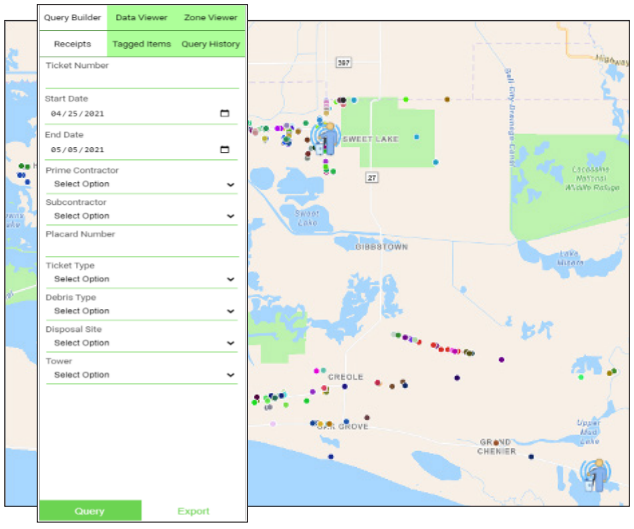


DATA ACCESS

The HaulPass® website is the primary direct access interface for project stakeholders. Project data is used to monitor work progress, review work performed and produce project reports, reconcile contractor invoices, drive operational objectives, and support reimbursement claims. HaulPass® data is arranged in a series of standard reports and can be queried to dissect standard report data before exporting in .xlsx (Excel) or .pdf (PDF) formats. PDF records allow stakeholders to export ticket imagery that is not otherwise available in standard table format. PDF records also include a map reproduction of the pickup and disposal locations. Rostan can easily develop and make available client specific reports upon request.

MAPPING AND GIS

The HaulPass® website has an interactive GIS interface supported by ESRI/ArcGIS that is available to project stakeholders and updated as data points are generated. Queries allow users to dissect geographical data and retrieve ticket records associated with geo-points. Queries are stackable, making it easy to define a particular data subset. The map displays in traditional and satellite view and has the capacity to integrate layers for greater operational awareness.



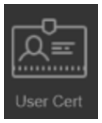
ROSTAN

HAULPASS®: CORE MODULES

HaulPass® core modules include two primary categories, ticketing and certifications. Certifications enables user and equipment to interact with the ticketing modules to collect data and track debris removal efforts as they occur.

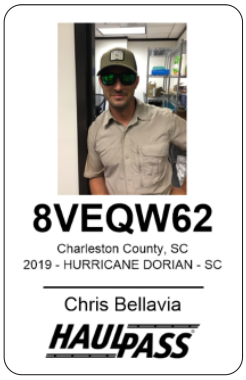
CERTIFICATIONS

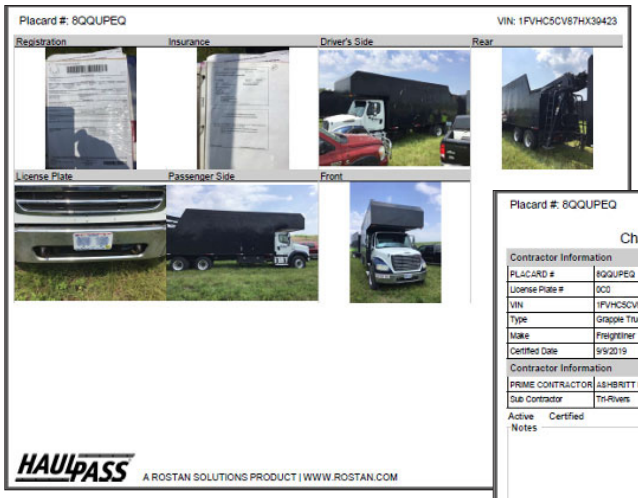
HaulPass® certifications include two certification types, one focused on users, and the other focused on the equipment used to remove debris.

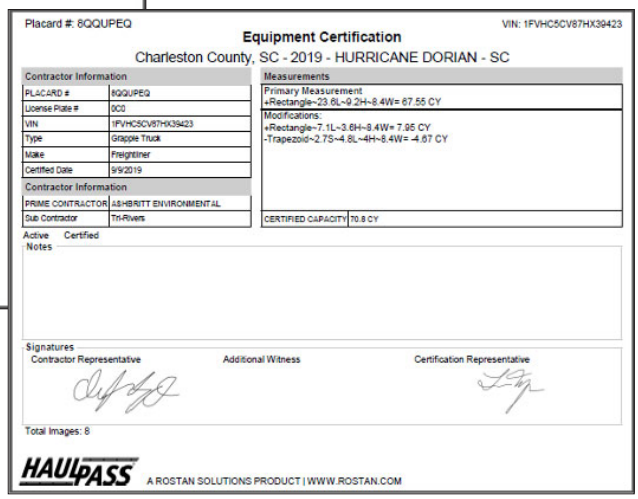


User certifications provide credentialed employees with access to the HaulPass® system. Users are provided with role-based access to the different features, functions, and modules included within HaulPass®. Dedicated user roles enable Rostan to keep tight control over system access minimizing a user's ability to create redundant, unnecessary, or even worse fraudulent records.

Equipment certifications are required FEMA documentation and primarily serve to establish the debris carrying capacity of each truck, container, or trailer. HaulPass® completely digitizes the certification process to include photo documentation, certified measurements, and signature verification of the certifier, contractor representative, and stakeholder witness if necessary. Each piece of certified equipment is issued a HaulPass® card used to transfer load ticket and transactional data between the point of collection and the point of temporary or final disposal.







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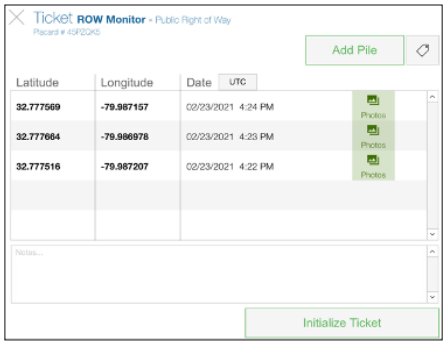
HAULPASS® EQUIPMENT CERTIFICATION

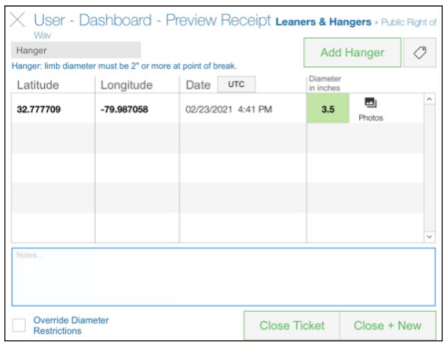
TICKETING

HaulPass® incorporates a series of ticketing modules designed to track typical post-disaster debris streams. Ticketing modules were designed with flexibility in mind to allow for easy on-the-fly adjustment when new debris types are inevitably encountered. Primary ticketing functions include ROW debris removal and disposal, hazardous trees, stumps and limb removal, and specialized debris such as white goods and vehicles and vessels. All ticketing modules require certified users to verify each equipment certification prior to initiating a transaction-based ticket.



ROW MODULE

The ROW module is designed to capture equipment specific transactions that involve one or many loading locations and one disposal location. ROW transactions are generated in two parts consisting of load (field) data and disposal (tower) data that when combined create a complete ticket record. The ROW module pairs with the Tower module to complete what are primarily volume or weight-based transactions and incorporates distance and disposal-based fees that may be associated with the hauling transactions.



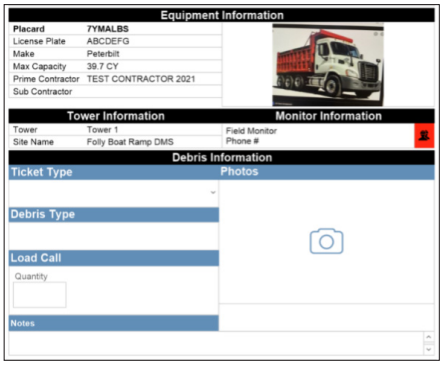
HAZARDOUS TREES MODULE

The Hazardous Trees module is used to document the removal of overhead hazards to include hanging limbs and trees that require complete removal. FEMA has established specific

requirements for hazardous trees to include verifiable measurements and photo documentation to prove the hazards physical relation to the ROW. Hazardous trees are treated as per unit transactions and do not require the use of the Tower module. Each transaction creates a digital ticket record which can include a paper receipt as needed.

SPECIALIZED DEBRIS MODULE

Specialized Debris modules were developed to capture less common debris streams typically produced only by the most severe disaster events. White goods (appliances) and vehicle and vessel removal are two Specialized Debris streams that require the capture of unique data points. This led to the creation of modules specifically designed to capture the necessary elements associated with each debris type.



TOWER MODULE

The Tower module pairs with all ticketing modules that required a disposal location. Authorized system users verify the hauling equipment, authorize acceptance of debris, and assign a quantity to each load received. The Tower module requires disposal site configurations which are established the HaulPass® operations setup menu. Digital ticket records are closed, and a paper receipt can be issued to the equipment operator as needed.

HAULPASS®: TOOLBOX

HaulPass® includes a built-in toolbox full of system enhancing features. A few of these integrated tools are discussed in greater depth below:

TAG ITEM – FEATURES

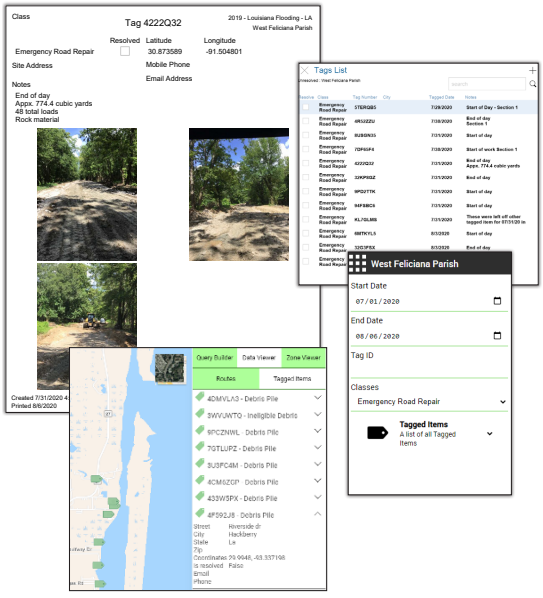
Tag Item

The Tag Item tool was designed to enhance operations management by enabling field users to document project aspects that aren't directly tied to ticketing functions. Each tagged item is assigned a class and requires associated data points like location, point of contact, photos, and notes. Classes include categories like contractor caused damages, missed or ineligible debris piles, and infrastructure damages. This tool has replaced traditional spreadsheets, paper documentation, emails, and has proven itself as an essential component of HaulPass®.

FEE REPORTS

Fee Reports

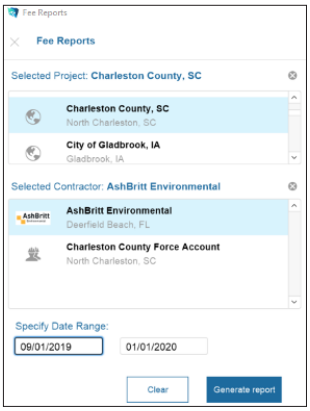
One of the more critical debris removal tasks is the ability to accurately capture project costs in near-real time. This helps prevent cost overruns and ensures communities work within their budget constraints. The HaulPass® Fee Reports tool is an export function that allows Rostan to review debris hauling expenditures as needed and as they occur. Contractor fee schedules can be added to HaulPass® data



tables allowing ticket data to query the fee schedule and produce associated hauling costs. Fee reports are validated and upon approval become the supporting documentation for invoice reconciliation and reimbursement requests.

SURVEYS – TYPES

HaulPass® has two built-in Survey tools each with a distinct function set. The first survey type is utilized to establish debris removal needs and/or to verify debris removal completion. This survey tool creates a bread crumb trail of verified debris locations, debris types, and estimated quantities. Images may also accompany each survey record. This operational tool can be used to support preliminary damage assessments and damaged inventory submittals, as well as verify debris has been removed from remaining areas near the end of a debris collection project. The second survey type focuses on property or parcel surveys and is integrated with the Parcels app to establish a need for debris removal from private property under the FEMA PPDR program.



The HaulPass® toolbox is continually adapting to incorporate new features aimed at expediting recovery through efficient design and simplicity of use.

HAULPASS®: HARDWARE

One of the key considerations made while updating HaulPass® was streamlining the system's hardware requirements. The new system is a slimmed down version of the original, supported by strong vendor relationships that enable Rostan to procure additional hardware and supplies as needed to support project efforts.

HARDWARE

Rostan maintains on-hand and in a ready state sufficient equipment to supply more than 400 field personnel with HaulPass® equipment. We maintain strong vendor accounts with our major hardware providers and can secure additional hardware in less than 48 hours. In more than 15 years providing ADMS as a service we have never delayed a project or have been unable to properly service a client due to hardware shortages.

CONSUMABLES

While HaulPass® is now capable of running entirely digitally in a connected environment, smart cards remain integral to HaulPass'® ability to run in a non-connected environment. We source our smart cards, which are now contactless, factory direct, purchasing them 10,000 at a time. We currently have several years' worth of smart cards in inventory.

HaulPass® is designed to produce thermal paper receipts for load tickets if necessary. We keep on-hand enough paper products to produce 100,000 load tickets with more available on short notice. HaulPass® is not dependent on paper and can run completely paperless. Rostan has integrated an email function whereby emails are sent to contractors containing PDFs of load ticket receipts.

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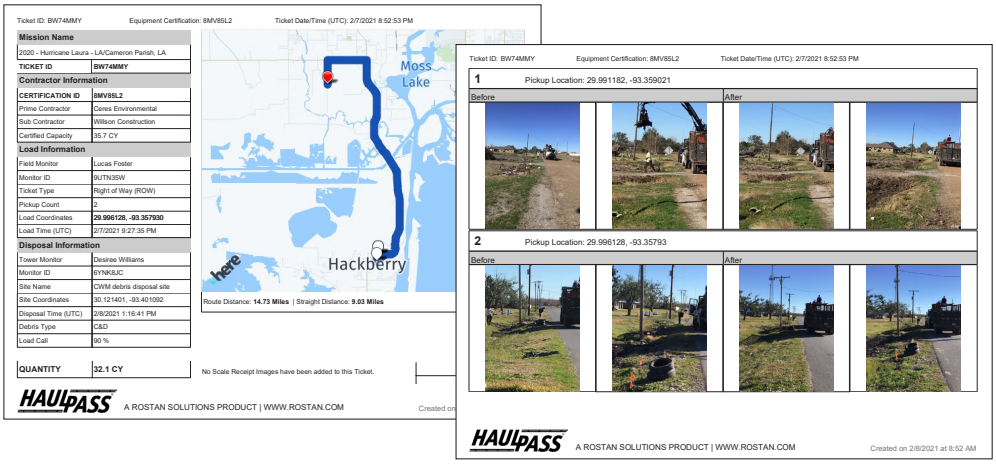
HAULPASS®: EXPORTS & REPORTS

HaulPass® is the data collection engine that drives all Rostan reporting. From singular ticket exports to daily operational summaries, Rostan utilizes HaulPass® data to develop components of every project deliverable. Sample exports and reports are included below.

HAULPASS® INDIVIDUAL TICKET .PDF EXPORT



Ticket ID: BW74MMY | Equipment Certification: 8MV85L2 | Ticket Date/Time (UTC): 2/7/2021 8:52:53 PM

Mission Name	
2020 - Hurricane Laura - LA/Cameron Parish, LA	
TICKET ID	BW74MMY
Contractor Information	
CERTIFICATION ID	8MV85L2
Prime Contractor	Ceres Environmental
Sub Contractor	Willson Construction
Certified Capacity	35.7 CY
Load Information	
Field Monitor	Lucas Foster
Monitor ID	9UTN3SW
Ticket Type	Right of Way (ROW)
Pickup Count	2
Load Coordinates	29.996128, -93.357930
Load Time (UTC)	2/7/2021 9:27:35 PM
Disposal Information	
Tower Monitor	Desiree Williams
Monitor ID	6YNK8JC
Site Name	CWM debris disposal site
Site Coordinates	30.121401, -93.401092
Disposal Time (UTC)	2/8/2021 1:16:41 PM
Debris Type	C&D
Load Call	90 %
QUANTITY	32.1 CY

No Scale Receipt Images have been added to this Ticket.

HAULPASS A ROSTAN SOLUTIONS PRODUCT | WWW.ROSTAN.COM

Ticket ID: BW74MMY | Equipment Certification: 8MV85L2 | Ticket Date/Time (UTC): 2/7/2021 8:52:53 PM

1 Pickup Location: 29.991182, -93.359021

Before | After

2 Pickup Location: 29.996128, -93.35793

Before | After

HAULPASS A ROSTAN SOLUTIONS PRODUCT | WWW.ROSTAN.COM Created on 2/8/2021 at 8:52 AM

HAULPASS® RECEIPT EXPORT

Charleston County... 2019 - Hurricane Dorian - | TICKET ID 8KPHPUF

Contractor Information	
Certification ID	724XEQE
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
Load Information	
Monitor ID	6J293F4
Ticket Type	Right of Way (ROW)
Load Coordinates	32.741163, -80.241524
Load Time (UTC)	9/11/2019 14:52
Disposal Information	
Monitor ID	3ZRBVAX
Site Name	Hyde Park Road DMS
Tower Coordinates	32.816010, -80.258294
Disposal Time (UTC)	9/11/2019 15:21
Debris Type	VEG
Certified Capacity	72.4 CY
Load Call	70%
Calculated Quantity	50.7 CY

TICKET COPY

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Charleston County... 2019 - Hurricane Dorian - | TICKET ID 48H2XWC

Contractor Information	
Certification ID	7DX4FJE
Prime	AshBritt Environmental
Sub	Tri-Rivers
Ticket Information	
Monitor ID	3KDFRM6
Ticket Type	Hanger
Load Coordinates	32.745113, -79.935474
Load Time (UTC)	9/28/2019 21:11
Unit Quantity	1.0

Notes

TICKET COPY

A ROSTAN SOLUTIONS PRODUCT
WWW.HAULPASS.COM | WWW.ROSTAN.COM

Charleston County... 2019 - Hurricane Dorian - | TICKET ID 7YG89V9

Contractor Information	
Certification ID	6Z7SHY7
Prime	AshBritt Environmental
Sub	Beeghly Tree, LLC
Ticket Information	
Monitor ID	FVFFX96
Ticket Type	Leaner
Load Coordinates	32.751299, -80.077336
Load Time (UTC)	10/5/2019 14:41
Unit Quantity	1.0
Unit Diameter	17.1 in

Notes

TICKET COPY

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ROSTAN DAILY OPERATIONAL REPORT

ROSTAN

CITY OF NORTH PORT, FLORIDA Debris Management Daily Report

NOVEMBER 19, 2022 | HURRICANE IAN | FEMA DR-4673

75°F	44,931.0 CY	774	45
TODAY'S WEATHER	TODAY'S VOLUME	TODAY'S LOADS	DAY OF OPER

DAILY ACTIVITY SUMMARY

Hurricane Ian debris removal operations began at 0600 in the City of North Port today. Representatives from Rostan and Ceres Environmental Services, Inc. (Ceres) mustered prior to commencing field operations to outline the daily operating plan and discuss health and safety best practices. 119 hauling units were utilized throughout the day to remove and properly dispose of debris from designated Rights-of-Way (ROWs). Additionally, 15 bucket trucks were utilized to remove hazardous trees and limbs from designated Rights-of-Way. Each Ceres crew was accompanied by at least 1 Rostan representative ensuring that debris was removed from eligible locations.

There were no incidents to report.

HAULER CREWS

Ceres utilized 119 hauling units and 15 bucket trucks to remove hurricane debris and hazardous trees and limbs from eli
Removal efforts consisted of construction and demolition (C&D) and vegetative debris.

MONITORING

ROSTAN

ZONES WORKED

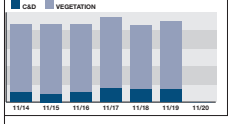
Ceres crews cleared hurricane debris from the following locations:

102	207	401	502
103	208	402	503
104	301	403	504
201	302	404	505
202	303	405	506
203	304	406	507
204	305	407	508
205	306	408	
206	307	501	

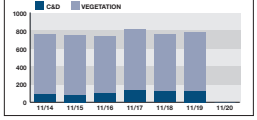
NOVEMBER 20, 2022—OPERATIONS PLAN

Debris Removal Operations are expected to commence at approximately 0600 and conclude at or near 1800. Ceres crews will muster with Rostan personnel prior to departing for the field.

CUBIC YARDS DAILY TOTALS | WEEK OF NOVEMBER 14, 2022



LOADS DAILY TOTALS | WEEK OF NOVEMBER 14, 2022



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DEBRIS REMOVAL SUMMARY: C&D

DISPOSAL SITE	LOADS TODAY	TOTAL LOADS	DEBRIS ACCEPTED TODAY (CUBIC YARDS)	DEBRIS ACCEPTED TOTAL (CUBIC YARDS)
ORLANDO BLVD. DMS	124	2,823	7,106.40	156,844.00
PROJECT TOTALS - C&D	124	2,823	7,106.40	156,844.00

DEBRIS REMOVAL SUMMARY: VEGETATIVE

DISPOSAL SITE	LOADS TODAY	TOTAL LOADS	DEBR (CU
TOLEDO BLADE BLVD. DMS	424	1,982	
WILCOX AVENUE DMS	226	24,467	
PROJECT TOTALS - VEGETATIVE	650	26,449	

DEBRIS REMOVAL SUMMARY: HANGERS & LEANERS

DEBRIS TYPE	HAZARDOUS TREES TODAY
HANGING LIMBS	467
LEANING TREES	178
PROJECT TOTALS - HANGERS & LEANERS	645

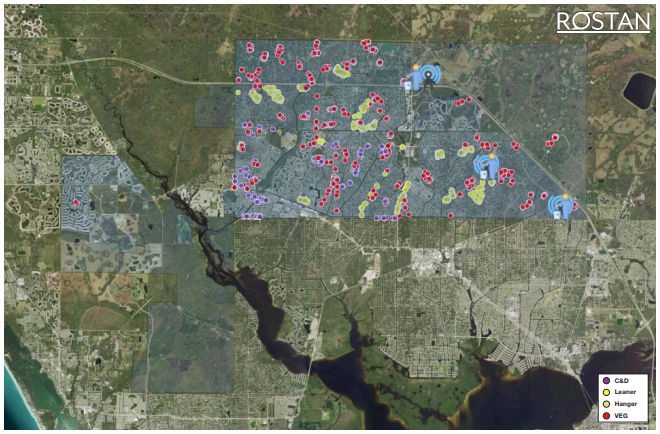
S REMOVAL SUMMARY: PROJECT VOLUME

	DEBRIS ACCEPTED	DEBRIS ACCEPTED

HAULPASS ***All data represented in this summary is subject to audit of HaulPass® database, field logs, e

- 3 -

DEBRIS LOADING LOCATIONS | NOVEMBER 19, 2022



HAULPASS ***All data represented in this summary is subject to audit of HaulPass® database, field logs, etc. and should be considered an operational summary only.***

- 4 -

ROSTAN

ROSTAN DMS CLOSURE REPORT

ROSTAN | HAULPASS

CHARLESTON COUNTY, SC Debris Management Site Report

HURRICANE DORIAN | FEMA DR-4464

HYDE PARK ROAD DMS

ADDRESS	GPS LOCATION	PARCEL IDENTIFICATION
6381 Hyde Park Rd. Adams Run, SC 29470	32.817028, -80.257787	1750000031

HYDE PARK ROAD DMS ACTIVITY SUMMARY

A South Carolina Department of Health and Environmental Control (DHEC) approval letter was issued on September 9, 2019 allowing for the consolidation and temporary storage of vegetative debris resulting from Hurricane Dorian at Hyde Park Road DMS. Onsite operations commenced September 10, 2019. The final day of right-of-way debris hauling into Hyde Park Road DMS was October 28, 2019.

OPERATIONS SCHEDULE

In general, operations at Hyde Park Road DMS occurred on a 7-day per week schedule, 0700–1900 hours.

DEBRIS TOTALS

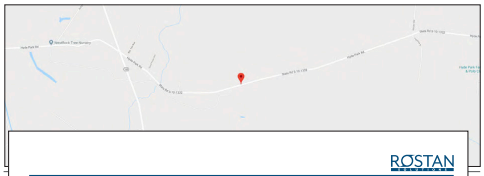
A grand total of 4,365 truckloads of vegetative debris were brought into Hyde Park Road DMS, totaling 218,711.80 cubic yards of debris.

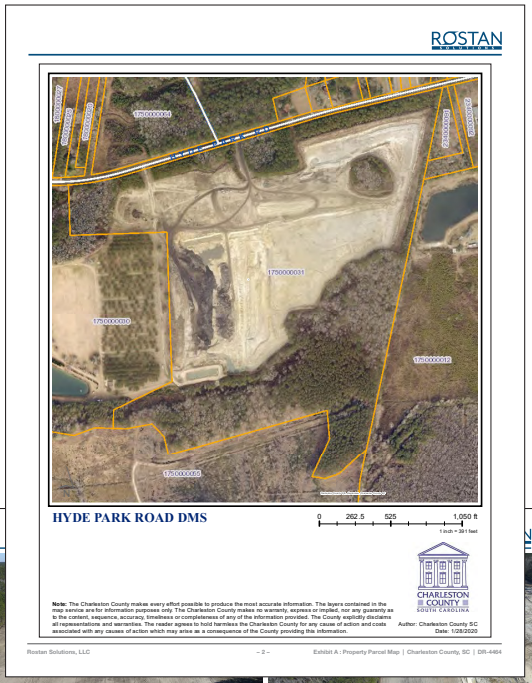
FINAL DISPOSITION

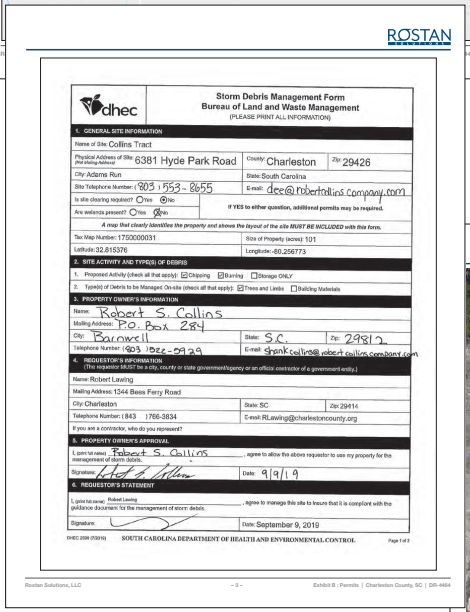
Vegetative debris at Hyde Park Road DMS was reduced to mulch by grinding. The mulch reached final disposition at Spring Grove Landfill in Ladson, SC. A grand total of 727 loads of mulched vegetative debris totaling 20,444.43 tons was disposed of at the landfill.

EXHIBITS

	PAGE
Exhibit A Property Parcel Map	2
Exhibit B Permits	3
Exhibit C Clearance Acknowledgement	16
Exhibit D Cleared DMS Photos	17
Exhibit E DMS Load Locations	21
Exhibit F HaulPass® Load Tickets	22
Exhibit G HaulPass® Final Disposal Tickets	100







Storm Debris Management Form
Bureau of Land and Waste Management
(PLEASE PRINT ALL INFORMATION)

1. GENERAL SITE INFORMATION
Name of Site: Collins Tract
Physical Address of Site: 6381 Hyde Park Road
City: Adams Run
County: Charleston
Zip: 29426
State: South Carolina
Site Telephone Number: (203) 553-8655
E-mail: dee@robertcollins company.com
Is site clearing required? Yes No
Are wetlands present? Yes No
If YES to either question, additional permits may be required.
A map that clearly identifies the property and shows the layout of the site MUST BE INCLUDED with this form.
Tax Map Number: 1750000031
Size of Property (acres): 101
Latitude: 32.815376
Longitude: -80.256773

2. SITE ACTIVITY AND TYPE(S) OF DEBRIS
1. Proposed Activity (check all that apply): Chipping Burning Storage ONLY
2. Type(s) of Debris to be Managed On-site (check all that apply): Trees and Limbs Building Materials

3. PROPERTY OWNER'S INFORMATION
Name: Robert S. Collins
Mailing Address: P.O. Box 284
City: Barnwell
State: S.C.
Zip: 29812
Telephone Number: (803) 885-5939
E-mail: frank.collins@robert collins company.com

4. REQUESTOR'S INFORMATION
(The requestor MUST be a city, county or state government/agency or an official contractor of a government entity.)
Name: Robert Lawing
Mailing Address: 1344 Bees Ferry Road
City: Charleston
State: SC
Zip: 29414
Telephone Number: (843) 766-3834
E-mail: RLawing@charlestoncounty.org
If you are a contractor, who do you represent?

5. PROPERTY OWNER'S APPROVAL
I, (print full name) Robert S. Collins, agree to allow the above requestor to use my property for the management of storm debris.
Signature: [signature] Date: 9/9/19

6. REQUESTOR'S STATEMENT
I, (print full name) Robert Lawing, agree to manage this site to ensure that it is compliant with the guidance document for the management of storm debris.
Signature: Date: September 9, 2019

DHEC 2598 (10/15) SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL Page 1 of 2

ROSTAN

HAULPASS®: SUPPORTING APPLICATIONS

Though HaulPass® remains Rostan's primary debris monitoring data collection platform, Rostan has continued to expand our service offerings by developing complementary supporting applications that provide added value and enhance our ability to provide cost-effective services. A brief overview of these applications is provided below.

PARCELS

Parcels is a HaulPass® expansion dedicated to documenting the FEMA Private Property Debris Removal (PPDR) Process. Aptly named, Parcels mirrors the FEMA administrative checklist designed to ensure administrative and operational compliance when working under the PPDR program. Parcels serves as a standalone application that integrates with the HauPass® Survey tool and ticketing modules, consolidating property documentation into a user-friendly interface and creating a reimbursement ready property portfolio.

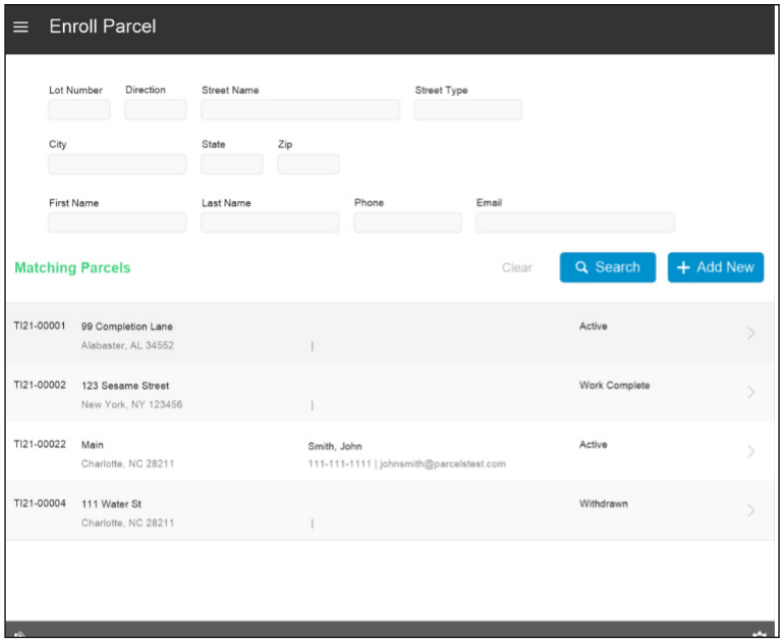
Some of Parcels features include:

USER-BASED LOGIN ACCESS
Access to data collected is restricted due to document sensitivity and privacy concerns. This data will be collected on behalf of the Village and will be shared with verified stakeholders only upon approval by Village officials. Furthermore, user roles can be restricted to read only disabling the ability of a user to change data.
DATA INTEGRATION
Rostan can integrate external data sets into its database. Rostan has developed several API calls to interact with our data platforms.
SITE PROFILES
Field evaluations are responsible for identifying sites or potential sites that may require PPDR/Demolition work. The creation of a site profile creates a unique ID number and initiates a system of checkpoints. When the physical PPDR/ Demolition work is complete, the Site profile will be updated to include additional elements and provide a Site closeout checklist. Site profiles are the blueprint for each site and are integral to the recovery operation.
TASKING
Tasking allows users, such as the Village, to assign a task to a Rostan representative. A task might be simple like "Mr. Johnson has her insurance certificate but is unable to mail it. Can you send someone to retrieve it from 1324 West Apple Street please?" This feature allows users in-app communication and reduces the use of external emails and other forms of communication resulting in increased operational continuity.
DIGITAL RECORD KEEPING/FILE MANAGEMENT
Though paper records are often necessary, we digitize as many aspects of the PPDR/Demolition process as possible. This means creating a digital record for each site and managing associated documents. Site specific digital records may include photographs, maps, load tickets, ROE forms, utility letters, occupancy notices, etc. These digital records are updated daily and mirror the field folder. Digitizing records allows multiple users to access the same file simultaneously and increases operational and logistical efficiency. At the end of the project Rostan will turn over all original documents and a digital record of each site to the Village.
EXPORTS / REPORTS
All data collected can be queried to provide reports and meet reporting requirements of the Village. Typically, we generate a broad project status report and provide .CSV or Excel files for download.
CONFIGURABILITY
Parcels can be tailored to meet specific Village needs. Whether it is added functionality like user configurable reports or a change as simple as where a link is on a page, we will make every effort to accommodate these requests.

ROSTAN

CAPTURE

Capture is an infrastructure assessment platform that was added to augment Rostan's long-term recovery service offerings. Capture performs a similar function to the HaulPass® Survey tool but with a focus on defining damages and producing reports consistent with the FEMA damage, description, and dimensions template.



RESOURCES

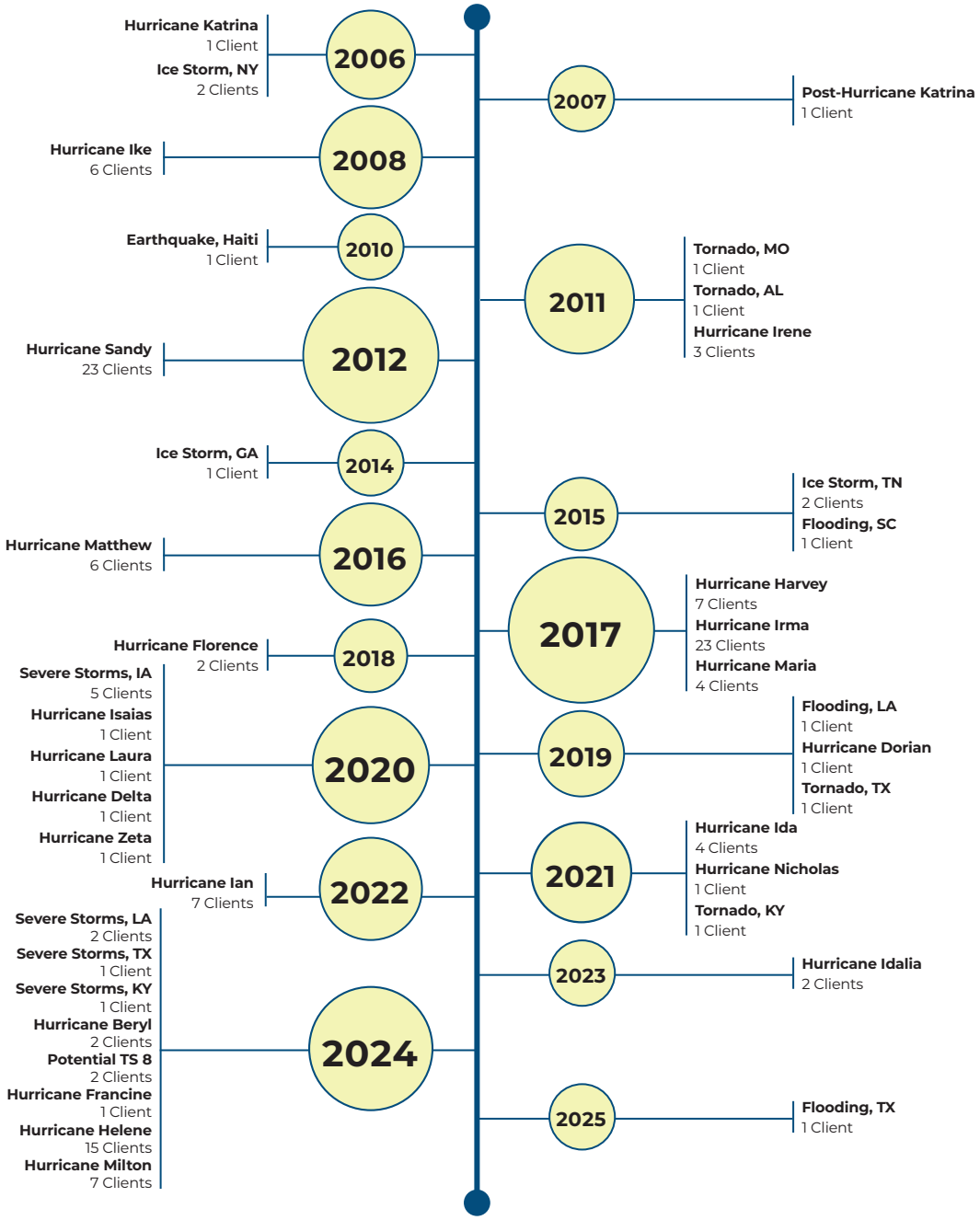
Resources converges human resources with inventory management to reduce paperwork requirements and capture labor utilization in a format compatible with Rostan's accounting and payroll systems. This application brings administrative efficiencies and serves to support Rostan invoicing in a manner compliant with the reimbursement guidelines and governing policies that apply to debris monitoring services. While most of the Resources functions are internal to Rostan, the Village will realize a benefit during project worksheet development, obligation, and reimbursement requests.

A PROVEN PRODUCT

HaulPass® has been successfully deployed uninterrupted and without failure since 2006. Deployed in response to some of the most devastating natural disasters in history, the HaulPass®' resume and proven reliability in the hands of a veteran debris removal monitoring team has established it as the industry's most trusted ADMS system. We would welcome the opportunity to provide the Village with a thorough demonstration and incorporate any feedback on how we can customize our digital platforms to best meet the needs of the Village. We can also pre-certify Village force account equipment that may be utilized in response to a future debris recovery project.

ROSTAN

HAULPASS® DEPLOYMENTS



ROSTAN

EXPERIENCE OPERATING UNDER THE DAVIS-BACON ACT AND ITS APPLICATION TO MONITORING OPERATIONS

Rostan has direct, though limited, experience operating under the Davis-Bacon Act in the context of federally funded debris monitoring. Specifically, our DBA compliance experience stems from projects managed by the U.S. Army Corps of Engineers (USACE) under Direct Federal Assistance (DFA) authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.). In those instances, Davis-Bacon requirements applied by virtue of USACE's status as a federal contracting agency. Rostan's responsibilities included reviewing and applying prevailing wage determinations, aligning labor categories with U.S. Department of Labor classifications, preparing and submitting certified payrolls (WH-347), and maintaining documentation to ensure compliance with 29 CFR Part 5.

While we are prepared to comply with Davis-Bacon requirements when applicable, our understanding—based on FEMA guidance and past engagements—is that such requirements are generally not triggered in debris monitoring contracts awarded under the Stafford Act. The Stafford Act is the authorizing legislation for FEMA's Public Assistance (PA) Program, which is the most likely federal funding source for disaster debris operations performed by or on behalf of the Village of Estero. Notably, the Stafford Act does not include a statutory mandate to apply Davis-Bacon labor standards, and monitoring services—unlike construction, alteration, or repair—are typically categorized as professional or technical services. As a result, prevailing wage obligations under Davis-Bacon are highly unlikely to apply in this context. That said, we remain responsive to agency interpretations and will implement full compliance protocols if directed to do so by the Village or a federal funding authority.

If Davis-Bacon is deemed applicable, Rostan is fully equipped to meet all associated compliance requirements. We maintain internal capacity to conduct detailed job classification mapping, distribute employee notices and wage determinations, collect and verify weekly certified payrolls, and support wage interviews in the field. Our compliance team also coordinates with subcontractors to ensure downstream adherence, maintains records for a minimum of three years, and responds to audit or oversight requests from funding agencies. We have successfully navigated similar requirements in prior engagements and are committed to ensuring that any applicable labor standards are met in full, with minimal administrative burden on the client.

101225 RFP Disaster Debris Monitoring Services Evaluation

	Firm Qualifications & Experience	Staff Qualifications & Experience	Project Approach & Methodology	References	Cost Proposal (buyer entered)	
	25%	20%	20%	15%	20%	100%
VENDOR						Total Weighted Score
	Committee Ranking (average of individual's scoring)	Committee Ranking (average of individual's scoring)	Committee Ranking (average of individual's scoring)	Committee Ranking (average of individual's scoring)	Score	
DebrisTech, LLC	9.7	8.3	8.3	8.3	9.1	**88.20**
Rostan Solutions, LLC	10.0	9.3	9.0	8.7	10.0	**94.67**
Thompson Consulting Ser., LLC	10.0	8.7	8.3	8.7	9.2	**90.40**

	Christopher Baker	Christopher Baker	Christopher Baker	Christopher Baker
DebrisTech, LLC	9	9	9	8
Rostan Solutions, LLC	10	9	9	9
Thompson Consulting Ser., LLC	10	9	9	9

	Kevin Greenville	Kevin Greenville	Kevin Greenville	Kevin Greenville
DebrisTech, LLC	10	9	8	8
Rostan Solutions, LLC	10	10	9	8
Thompson Consulting Ser., LLC	10	9	7	8

	David Willems	David Willems	David Willems	David Willems
DebrisTech, LLC	10	7	8	9
Rostan Solutions, LLC	10	9	9	9
Thompson Consulting Ser., LLC	10	8	9	9

6/10/25
Procurement Manager

6/10/25
Witness

6/10/2025

AGREEMENT FOR POST DISASTER DEBRIS MONITORING SERVICES

THIS AGREEMENT is made and entered into this 18th day of June, 2025 (the "Effective Date") by and between the Village of Estero, a Florida municipal corporation, (the "Village"), 9401 Corkscrew Palms Circle, Estero, FL 33928, and Rostan Solutions, LLC., a Florida Limited Liability Company, (the "Contractor"), with offices at 3433 Lithia Pinecrest Road, Ste. 287, Valrico, FL 33596, collectively referred to as the "Parties."

WHEREAS, as a Florida municipal government situated in a region of the Country subject to intense weather events including hurricanes, the Village has identified the necessity to secure the advanced availability of disaster debris monitoring services in the event of a natural disaster which results in substantial debris creation and collection and resulting reimbursement requests from FEMA or other available disaster recovery funds which require disaster debris monitoring and verification; and

WHEREAS, on April 25th 2025, and pursuant to § 2-174(a)(3), the Village issued Request for Proposals 101225 (the RFP) seeking proposals from qualified providers of disaster debris monitoring services; and

WHEREAS, subsequent to the RFP's closing date of May 28th 2025, the Village received and evaluated responses to the RFP; and

WHEREAS, the Village staff's evaluation of the responses to the RFP found that the Contractor was responsible, that its Proposal was the responsive, and that Contractor was the top ranked firm with which the Village desired to negotiate a contract; and

WHEREAS, the Parties subsequently negotiated, and the Contractor has accepted the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Contractor shall provide the services as outlined in **Attachment "A"**, hereinafter referred to as the "**Scope of Services**." This Agreement shall consist of the following Contract Documents:

- This Agreement
- Any Addenda to the RFP
- The RFP (inclusive of all subparts and attachments)
- The Contractor's Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

ARTICLE 2: COMPENSATION. The Contractor shall be compensated in the amounts and at the times set forth in **Attachment "B"**, hereinafter referred to as "**Compensation & Payments**."

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Contractor shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment "A."** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Contractor, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Contractor's duty to the Village set forth herein and the Contractor's duty to any other person or entity.

ARTICLE 4: TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire on the close of business, **June 18th 2026**. The Agreement may thereafter be renewed by the Village for up to three (3) one-year terms. These renewals shall be automatic unless the Village provides written notice to the Contractor of its intent not to renew, which notice will be provided no later than April 1st of a current Term.

ARTICLE 5: TERMINATION. This Agreement may be terminated mid-Term by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

ARTICLE 6: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village: Village of Estero
Attn: Village Manager

If to Contractor: Rostan Solutions, LLC
Attn: Darius Stankunas, President

ARTICLE 7: GENERAL CONDITIONS.

A: PUBLIC RECORDS. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the Village to perform the services provided hereunder.

(b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the Village.

(d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.

If the Contractor fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

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 AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and

regulations. Given the nature of this Agreement, this expressly includes all regulations from FEMA related to disaster recovery procurement and debris removal and monitoring record keeping and billing. Additionally, Contractor shall comply with Chapter 62-709 Yard Trash Processing Facilities of the Florida Administrative Code, and all other applicable Florida Department of Environmental Protection regulations. The Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status. Pursuant to Florida Statutes § 787.06(13), Contractor must, prior to performing any of the Services for the Village, provide the Village an affidavit under penalty of perjury attesting that it does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

C: LICENSES. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

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

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

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

   $1,000,000 combined single limit (CSL)

c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers

Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

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

d. Pollution Liability- Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

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

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Contractor understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Contractor's staff to be assigned to perform the services. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Contractor's experienced staff assigned to perform the work no longer work for Contractor, or Contractor ceases to assign such staff to perform the services required in this Agreement, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Contractor.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with Village cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the Village that it has registered with and uses the E-Verify system. If Contractor

enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 9: HUMAN TRAFFICKING AFFIDAVIT. The Contractor shall provide the Village with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the Village's procurement staff.

ARTICLE 10: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 11: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 12: LIQUIDATED DAMAGES. If the Contractor fails to respond and begin delivering the services outlined in **Attachment "A"** on the date required by the Village, and to continue to provide such services throughout the period of the disaster, and as otherwise required by the Contract Documents, the Village shall be entitled to retain or recover from the Contractor, as liquidated damages and not as a penalty, the sum of $10,000.00 per calendar day, commencing on the first day following Contractor's failure to begin or maintain performance of the services and continuing until the Contractor begins or resumes providing such services. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of Contractor's failure to perform and Village's need to seek alternative remedies to mitigate such lack of performance to ensure it will remain eligible for debris removal reimbursements. The Village may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Village at the demand of the Village, together with statutory interest from the date of the demand at the maximum allowable rate.

ARTICLE 13: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 14: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 15: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 16: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

ARTICLE 17: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

Rostan Solutions, LLC

By: _____
Darius Stankunas, President

Village of Estero

By: _____
Steve Sarkozy, Village Manager

Scope of Services

The Contractor shall provide Disaster Debris Monitoring Services as provided for herein. Services requested shall include but not be limited to providing debris monitors, debris monitoring services at debris management sites (DMS), oversight of Debris Collection Contractor(s) for contract compliance, verifying and interpreting regulatory agencies policies and the compilation and submittal of data and/or invoices to agencies for reimbursement. All debris monitoring activities are to be in compliance with approved FEMA policies and guidance procedures along with other federal and state grant program requirements and all local, State, and Federal regulations. All work under this Agreement shall be performed in accordance with the rules and guidelines of the Federal Emergency Management Agency (FEMA) for federal reimbursements and with 2 CFR 200, as applicable. Services are divided into pre and post-event tasks. Specific tasks shall be assigned as needed by the Village representative. The following are examples of the types of tasks that may be included in performance of this contract. Pre-event tasks include providing assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems. Post-event tasks include providing debris collection monitoring of storm debris cleanup activities being performed by one or more collection contractors or municipal agencies.

Services are divided into pre and post-event tasks. Pre-event tasks are to be provided as described below. Post-event tasks will be assigned at the direction of The Village of Estero and are based on event severity and the Village's need for services; not all tasks will be assigned for all events.

Pre-Event

Overview: The Contractor provides assistance in the preparation for disasters through participation in meetings, workshops, and the establishment of data management and other integrated systems.

Pre-Event Tasks

Within 30 days of contract execution and annually thereafter before June 1st, the contractor will:

- Provide for Village approval a detailed debris monitoring training program, including dates of completion for each full-time employee. Training program must, at a minimum, meet the training requirements for debris monitors as outlined by FEMA. All temporary personnel supplied to the Village under this agreement must be sufficiently trained according to this program.
- Provide annually (with training program), a list of key personnel and temporary service agencies that will be utilized during a Village of Estero disaster debris monitoring event.
- Provide and maintain current contact names for project director(s), Fax, cell phone numbers, and e-mail addresses.

Attachment A

Task 2 Workshops:

Participate in pre-hurricane workshops and/or planning meetings with the Village, its municipal representatives, debris clean-up contractors, etc. to establish/review applicable policies and procedures for upcoming hurricane season.

Task 3 Training:

Conduct 1–2-day training on debris monitoring for Village and municipal agencies.

Post-Event

Overview: As a result of hurricane or other disaster, the Contractor provides assistance with load inspections related to storm debris cleanup being performed by one or more debris collection contractors or municipal agencies. Contractor shall supply sufficient number of trained monitors and trained supervisors to accommodate the volume of debris to be removed at collection sites and debris staging areas. Contractor shall supply supervisors as directed by the Village to oversee crew leaders. The Village, based on geographical locations of debris monitoring teams and the scope of the project, shall determine the number of supervisors required. Contractor shall supply an initial work force of up to 24 monitors, as directed by the Village, within 24 hours of notification to proceed. Contractor shall designate one monitor as a working crew leader for each crew of 6 monitors, including the crew leader. Crew leader will act as contact and be responsible for time sheets, assist Village representative with scheduling of monitors and coordination of ticketing and load verifications. Contractor shall remove any of its employees from Village's service, immediately upon notice from contract administrator or representative. Contractor shall replace any dismissed employees within 24 hours of the Village's notice. Contractor's employees shall not present themselves as Village of Estero employees and shall not direct or quote policy to the customers. Information on collection schedules or operations shall be referred to Village of Estero staff. Where the Automated Debris Management System (ADMS) is used, the Contractor shall provide all of the necessary equipment needed for the size and scope of the event and shall ensure that a sufficient number of units are available to ensure that there are no upsets. Additionally, the ADMS system must be capable of providing data in a format that is compatible with the debris management contractor's data base or easily exported to Excel for reconciliation.

Post Event Tasks**:**

Task 1 Debris Estimations:

At the direction of the Village, the contractor shall review Village debris estimations, make staffing level recommendations and supply the requested number of personnel based on the volume of material and geographical severity of the disaster.

Task 2 Collection Vehicle Certification:

Attachment A

As directed by the Village the contractor shall perform initial vehicle certifications as well as follow up re-certifications as needed.

- Receive incoming collection vehicles at designated "certification site(s)".
- Measure collection vehicle capacity using FEMA approved method.
- Calculations shall include all "deductions" for non-usable volumes such as, dog houses, sloped or rounded bulk heads and/or tailgates.
- Certifications must include separate calculations for sideboards if so equipped so as to be easily identified as a "deduct" at the disposal area in the event that these items are removed.
- Sideboards, tailgate type, and any other notable equipment must be indicated on the certification form.
- All other required fields on the vehicle certification forms must be legibly completed.
- Paper certification forms must be, at a minimum, completed in triplicate with the original copy maintained as record and provided to the Village, the second copy is provided to the debris management contractor and the third copy is to be provided to the vehicle owner/operator. Additional copies may be available dependent upon the type of form used at the time of certification; determination of additional distribution will be determined at that time.
- Prepare certification "placard" decal for collection vehicles and apply as to be visible from the driver's side of the vehicle. Photographs should be taken at this time with the certification decal clearly identifiable in the photographs.
- Photographic records of all certified vehicles shall be maintained, supplied to the Village, and made available for inspection and review as needed.
- Certifications shall be maintained in a database with real time updates to the field.
- A complete certification list shall be provided to each disposal site for reference.
- Copies of the certification forms and certified vehicle list shall be provided to the Village and the debris collection contractor at a minimum daily when new certifications are added.
- Electronic certification forms shall include all vehicle information described above and be maintained in a database that is accessible to view and audit by the Village and its debris management contractor. For verification purposes, certification files must be accessible at all stages of the debris monitoring and management activities, e.g. available to view at collection and disposal sites.

Task 3 Collection Monitoring:

As directed by the Village the contractor shall perform work area inspections of storm debris collection – Work Areas are as directed by the Village Representative. The Contractor will provide trained, comprehensive field inspections for debris collected in assigned work areas utilizing load tickets and other documentation processes, including ADMS. These services may include any or all of the following:

- Debris monitoring of multifaceted debris collection activities in accordance with all

FEMA and other Federal, State, and local debris management and collection rules, eligibility criteria, and guidelines.

- Issue and maintain a record of accurately detailed load tickets, in the field, for each loaded debris removal vehicle.
- "Tickets" must include, at a minimum, the street name/location of where the debris was collected, the specific monitoring employee identification information, certified collection vehicle number, and the type and quantity of debris collected. Other ticket fields shall be completed as indicated.
- Monitor the overall work performance and productivity of the debris collection vehicles. Make photographic records as appropriate.
- Remain in contact with the central dispatch/staging operations; provide detailed activity/progress reports daily or as requested.
- Verify load ticket content and sign (legibly) each load ticket before allowing the vehicle to leave the work area and proceed to the disposal site.
- Coordinate with each collection vehicle operator, that the assigned collection area is completed and specify the location where the vehicle is to return to, immediately following the delivery of its load to the disposal location.
- Identify and communicate any questions or issues in the work area that could potentially impact eligibility for cost reimbursements to the Village.
- Prior to issuing a load ticket, confirm that the collection vehicle is properly tarped and that all debris is safely secure and confined within the vehicle prior to leaving the work area.
- Inspect work areas and identify larger bulky items such as tree stumps, hazard trees, and construction & demolition debris requiring special pick-up or arrangements. Communicate these items to supervision as discovered.
- GPS coordinates will be provided by the contractor and used for all tree stumps and special collection items. FEMA stump removal or other special debris forms may be required to be completed by the contractor prior to scheduling collection. Items shall not be collected until authorized by the Village representative.
- Identify potential collection issues and maintain a location list of these areas for review by the Village and its debris management contractor as needed, but at a minimum, by the close of each day.
- Maintain a record or maps of the streets in which debris was previously collected for disposal. Maintain a complete record of all collection "passes" and provide to the Village or its debris management contractor as requested.
- Perform other duties as directed by debris management operational office or designated Village personnel.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the Village representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a Village staff member supervising the associated work area. Equivalent auditable electronic time keeping methods may be approved by the Village prior to use.

Attachment A

- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.
- Contractor shall provide a sufficient amount of "spare" ADMS units to ensure that there are no upsets to the operations.

Task 4 Monitor Temporary Debris Management Sites (TDMS):

As directed by the Village, contractor shall provide TDMS inspection and recording services related to debris collected and delivered to the TDMS, including but not limited to:

- Monitor multiple contractors and multiple vehicles delivering materials to the TDMS.
- Maintain a copy of the collection vehicle certification log or database at each TDMS.
- Verify each collection vehicle, delivering debris to the TDMS. The certified placard information and the provided load ticket must match the vehicle certification log/database and must include the placard number and the volume as provided on placard.
- Confirm that collection vehicles are properly tarped when arriving at the TDMS.
- If directed by the Village, photograph each loaded vehicle bed and attach photograph to vehicle's load manifest/ticket or link with digital photographic records, as applicable.
- Review truck's manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket. Determine loaded volume at sites where scales are not in use.
- Sign or electronically sign inbound load tickets before permitting truck to leave the TDMS check-in area to empty its load.
- Prior to exit from the TDMS, confirm that collection vehicles are completely empty; vehicles that are not completely emptied will not receive a completed dump ticket until they are empty.
- Maintain all debris tickets in an organized manner for daily reconciliation and storage.
- Troubleshoot questions and problems at the TDMS and identify issues that could impact eligibility for cost reimbursements and report immediately to Village representative.
- Remain in contact with the central dispatch/staging operation command center. Notify Village supervision immediately of any issues or potential issues.
- Perform other duties as directed by Village representative, e.g. conduct routine and final inspections and issue closeout reports.
- Contractor shall compile daily and supply weekly, for each employee, legibly signed time sheets in triplicate with the original supplied to the Village representative. Each time sheet shall include, the date, hours of work performed, location of work performed, and shall be verified and signed by a Village staff member supervising the associated area. Equivalent auditable electronic time keeping methods may be approved by the Village prior to use.
- Electronic ADMS records must be secure, auditable, and be capable of accurately identifying, recording, and verifying all monitoring data including the specific staff member at each stage of the debris monitoring activities.

Attachment A

Task 5 Data Management:

As directed by the Village, the contractor shall coordinate data recording and information management systems, including but not limited to:

- Prepare detailed estimates and submit to the Village representative or Florida Department of Emergency Management (FDEM) and FEMA for use in Project Worksheet preparation.
- Implement and maintain an ADMS linking load ticket and TDMS information, including reconciliation and photographic documentation processes.
- Provide daily, weekly or other periodic reports for Village and/or municipal debris managers noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.
- Provide ADMS data daily, weekly, or as requested to Village and its debris management contractor.

Task 6 Other Technical/Administrative Assistance:

At the direction of the Village, the contractor shall provide technical assistance related to post-event response, including but not limited to:

- Route mapping
- Traffic management
- TDMS review
- Baseline assessment
- Private property identification/negotiations
- Contractor management and/or FEMA negotiations

PERFORMANCE OF SERVICES

Description of Service:

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of this Agreement or meeting the approval of the Village may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the Village.

Attachment A

Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

Matters Related to Performance:

Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Agreement and that the work of their subcontractors is subject to said provisions. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the Village. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the Village. While the Contractor is authorized to retain and utilize one or more subcontractors pursuant to this Agreement, Contractor must include a clause in each of its subcontracts that the subcontractor is not authorized to sub-subcontract or re-subcontract. Contractor shall ensure that no work performed under this Agreement is performed by an entity other than Contractor, or a subcontractor under a direct contract with Contractor.

STANDARDS OF PERFORMANCE

Contractor Representative:

Contractor shall have a knowledgeable and responsible representative report to Village's designated Agreement representative within 24 hours following notification by the Village. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with Village Agreement representative. The Contractor shall also provide reports on debris removal operational progress as requested.

Time to Complete:

Contractor shall use all efforts to complete all work directed under this Agreement as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the Village. The Village will direct the scope and nature of the work to be performed once the extent of damage has been determined.

Attachment A

GENERAL RESPONSIBILITIES

Village Obligations:

Village shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by Village to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a written Notice to Proceed. Village will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist Village with the development of debris management PSAs, if so requested.

Contractor's Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a Village representative at times, places, and by means as directed by the Village.

Supervision by Contractor:

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Contractor. All communications given to the supervisor by Village's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

Damages by Contractor:

The Contractor shall be responsible for conducting all operations in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. The Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the Village; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the singed release from claim, the Village may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. Village shall make the determination of whether "negligence" has occurred.

Contractor's Duty Regarding Other Contractor(s):

Attachment A

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

ADDITIONAL PROJECT TERMS AND CONDITIONS

Geographic Assignment:

The geographic boundary for work by Contractor's monitors shall be only as directed by the Village and will be limited to properties located within the Village's jurisdictional boundaries.

Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by the Village and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

Other Agencies:

The term "government" as used in this Agreement refers to those governmental agencies, which may have a regulatory or funding interest in this Agreement.

Attachment A

Compensation and Payments

PAYMENTS TO CONTRACTOR SHALL BE AS FOLLOWS:

				Rostan Solutions, LLC	
				Total Price	$277.00
Line #	Description	QTY	UOM	Unit	Extended
2	Project Manager per hour rate	1	Per Hour	**$85.00**	$85.00
3	Operations Manager/Field Coordinator per hour rate	1	Per Hour	$75.00	$75.00
4	Debris Monitor/Field Staging Crew per hour rate	1	Per Hour	**$37.00**	$37.00
5	Supervisors per hour rate	1	Per Hour	$50.00	$50.00
6	Data Entry/GIS Operators per hour rate	1	Per Hour	**$30.00**	$30.00

ALL LABOR RATES ARE TO BE FULLY BURDENED TO INCLUDE BUT NOT LIMITED TO, OVERTIME, ALL TAXES, BENEFITS, HANDLING CHARGES, OVERHEAD AND PROFITS; PER DIEM AND FUEL IS TO BE INCLUDED IN HOURLY LABOR RATES. LABOR RATES INCLUDE ALL EQUIPMENT, TOOLS, AND SUPPLIES NECESSARY FOR THE EMPLOYEE TO PERFORM THE TASKS ASSIGNED. LABOR RATES INCLUDE ALL COSTS ASSOCIATED WITH THE USE, CARE, AND DATA MANAGEMENT OF THE APPROVED ADMS.

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Contractor shall submit invoices for payment in electronic form to: accountspayable@estero-fl.gov. If the Village disputes any portion of a submitted invoice, or determines any invoice is incomplete, it will follow the procedures set forth in the Florida Local Government Prompt Payment Act located at Part VII of Florida Statutes Chapter 218.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task.

The Village Public Works Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

Attachment B

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

River Oaks Preserve Construction Manager at Risk Contract

Motion to approve award of Contract 25031 with Chris Tel Construction to provide construction manager as risk services for the River Oaks Preserve Project.

Approve pre-construction services as described in the contract for $346,926.

Approve a $35,000 contingency for additional services that may be required to complete preconstruction services.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Background:

In May of 2022 the Village of Estero purchased approximately 10.0 acres of property located at the eastern end of Broadway Ave. E, known as River Oaks Preserve for $1.2mil. Village Council approved the purchase to prevent development on the property and allow the property to remain natural.

Shortly after purchasing the property, The Village of Estero entered into an agreement with The Coccoloba Chapter of the Florida Native Plant Society to operate and maintain the property.

With the help of our local State Legislators, the Village of Estero was successful in securing $2,500,000 to improve the River Oaks Preserve property. The proposed improvements include a storage building, trails, pedestrian bridge, and utilities.

Village Council previously approved a contract with Chris-Tel construction to provide Construction Manager at Risk Services (CMAR) on an as needed basis.

Description:

Village Staff is recommending the Village hire Chris-Tel Construction to manage the design, permitting, and construction of the proposed park improvements on the River Oaks Preserve property. Their preconstruction services will include the following.

- Concept Design
- Construction Plans
- Permitting
- Project schedule
- Cost Estimates
- Project bidding
- Guaranteed Maximum Price Proposal

After the preconstruction services are completed, Village Staff and Chris-Tel Construction will prepare a GMP Amendment and present it to Village Council. The GMP Amendment will include the project's construction cost and a binding construction schedule.

Action Requested:

Motion to approve award of Contract 25031 with Chris Tel Construction to provide construction manager as risk services for the River Oaks Preserve Project.

Approve pre-construction services as described in the contract for $346,926.

Approve a $35,000 contingency for additional services that may be required to complete preconstruction services.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council, except for Guaranteed Maximum Price Amendments, which will be approved by Village Council, at a later date.

Process and Timeline:

The consultant will create a project schedule as part of the contract. Following is a preliminary schedule.

Notice to Proceed:	June 20, 2025
Concept:	August 2025
Design & Permitting:	May 2026
GMP Addendum:	July 2026

Financial Impact:

The project's financial impact is $381,926 ($346,926 plus $35,000 contingency).

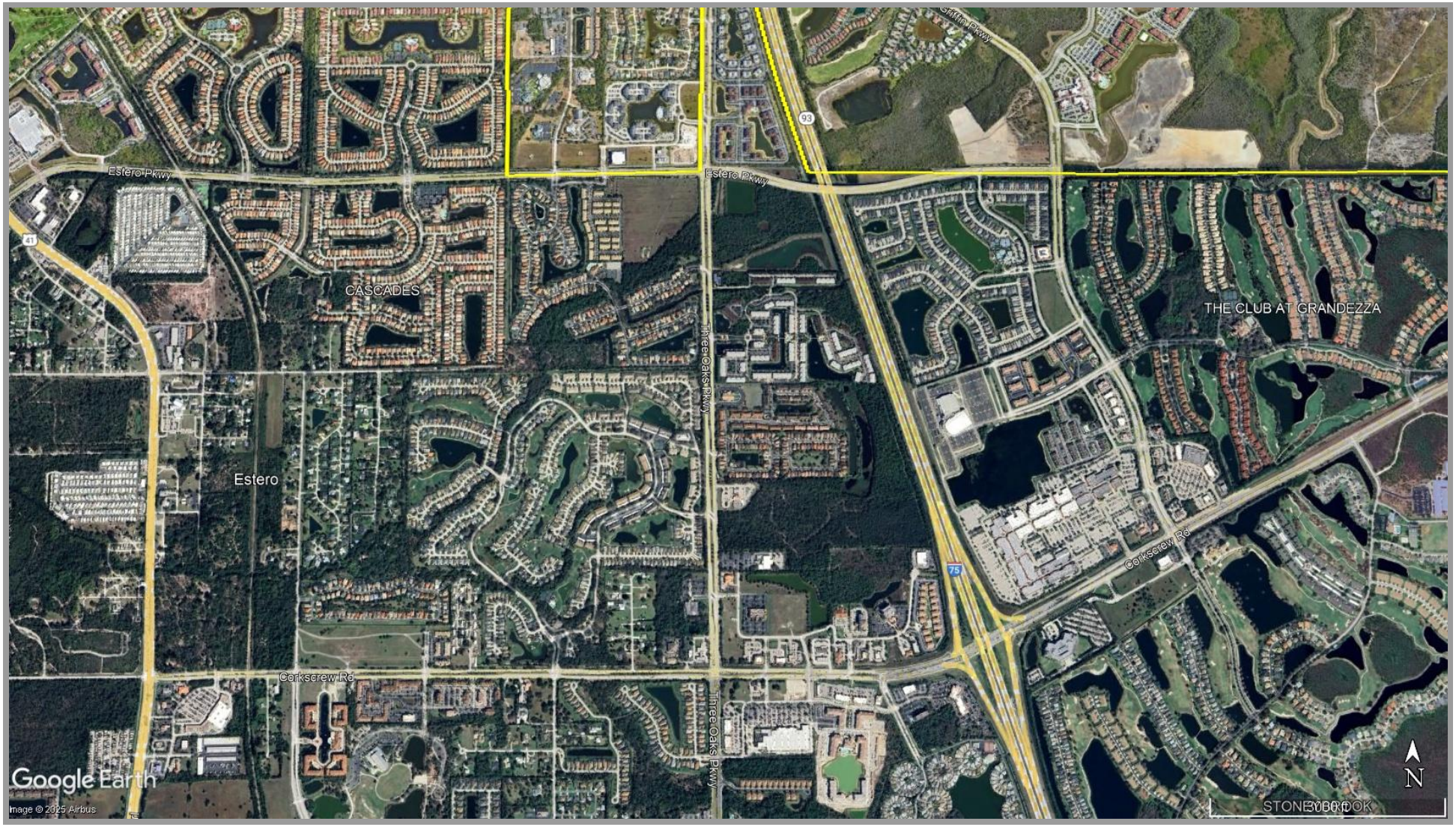
The Village's Fiscal Year 2024-2025 budget includes $2.9 mil for the River Oaks Preserve project.

Note: The Village will be reimbursed for up to $2,500,000 of project costs.

Prepared by: David Willems, P.E.

Attachments:

1. Location Map
2. River Oaks Preserve Concept Plan
3. Contract 25031
4. Exhibit 1 Pre Construction Services
5. Exhibit 2 GMP Addenda
6. Exhibit 3 General Conditions


Griffin Pkwy
Estero Pkwy
Estero Pkwy
41
93
CASCADES
Three Oaks Pkwy
THE CLUB AT GRANDEZZA
Estero
Corkscrew Rd
75
Corkscrew Rd
Three Oaks Pkwy
Google Earth
Image © 2025 Airbus
N
STONEBROOK

LEGEND
1 SEMI-PERVIOUS PARALLEL PARKING
2 SEMI-PERVIOUS 90 DEGREE PARKING WITH ADA SPACES
3 SEMI-PERVIOUS DROP OFF (70' DIAMETER)
4 EMERGENCY VEHICLE ACCESS
5 LIGHTED BOLLARD
6 BIKE RACK
7 RAMPING BOARDWALK
8 SEATING PORCH
9 RIVER OAKS PRESERVE BUILDING
10 PERIMETER LANDSCAPED BUFFER
11 NATIVE PLANT SOCIETY RETAIL PLANT DISPLAY AREA
12 10'WIDE PAVED MAIN LOOP WALK
13 6'WIDE TRAILS WITH PERVIOUS SURFACING
14 DEMONSTRATION / RESTORATION PLANTINGS
15 EXISTING TREE TO REMAIN, TYPICAL
16 PROPAGATION & OUTDOOR STORAGE AREA
17 BENCH AND EDUCATIONAL SIGNAGE
18 NEW BRIDGE (TO REPLACE EXISTING IN SAME LOCATION)
19 EXISTING WELLS
20 EXISTING USGS MONITORING STATION
21 GOPHER TORTOISE BURROW, TYPICAL
22 GATE & FENCE
23 EXISTING CASCADES DEVELOPMENT WALL
EXISTING OVERHEAD UTILITY LINE & POLES, TYPICAL
MATCHLINE
FEMA FLOODWAY
EXISTING CASCADES DEVELOPMENT WALL
CASCADES DEVELOPMENT
EASEMENT, TYPICAL
PROPERTY BOUNDARY, TYPICAL
BROADWAY AVENUE EAST
RIGHT-OF-WAY BOUNDARY
COUNTRY CREEK DEVELOPMENT
MATCHLINE
FEMA FLOODWAY
ROOKERY POINTE DEVELOPMENT
PROPERTY BOUNDARY, TYPICAL
FEMA FLOODWAY
EASEMENT, TYPICAL
WETLAND
WETLAND
ESTERO RIVER
COUNTRY CREEK DEVELOPMENT
COUNTRY CREEK DEVELOPMENT
Village of ESTERO
RIVER OAKS PRESERVE
SCHEMATIC PLAN • FEBRUARY 2025
VILLAGE OF ESTERO
ESTERO, FL
Kimley»Horn
Expect More. Experience Better.
MHK ARCHITECTURE

AGREEMENT

for

RIVER OAKS PRESERVE CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

CHRIS-TEL COMPANY OF SOUTHWEST FLORIDA, INC.
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
RIVER OAKS PRESERVE
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of April, 2025 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, the Village of Estero Parks, Recreation, Open Space Master Plan identified additional trails and preserves as needed facilities.

WHEREAS, the Village purchased 10.0 ac of property in May 2022 at the eastern end of Broadway Ave. West for preservation.

WHEREAS, the Village received a State grant through the Florida Department of Environmental Protect to improve the River Oaks Preserve property.

WHEREAS, the Village is jurisdictionally responsible to maintain that portion of River Oaks Preserve which lies within the Village of Estero; and

WHEREAS, the Village has determined that improvements to the portion of River Oaks Preserve are required to provide, improve and/or enhance the layout, drainage improvements, topography design (the "Project"); and

WHEREAS, Construction Manager has submitted a pre-construction proposal dated June 12, 2025 for preconstruction estimating/design phase services incorporated into this agreement by reference as exhibit A; and

WHEREAS, § 2-184(b) of the Estero Procurement Code authorizes the Owner to piggyback agreements, including construction management agreements which have been competitively procured in accordance with the requirements of Florida Statutes § 255.103 (authorizing a governmental entity to select a construction management entity, pursuant to the process provided by Florida Statutes § 287.055, which construction managers are to be responsible for construction project scheduling and coordination in both preconstruction and construction phases and generally responsible for the successful, timely, and economical completion of a construction project); and

WHEREAS, pursuant to this authority, the Owner entered into that certain Piggyback Agreement for Construction Management at Risk Services with Construction Manager to provide general construction management services to the Owner during a fixed term, subject to adoption of separate project-specific agreements; and

WHEREAS, the Owner has determined that Construction Manager is the most qualified available provider capable of performing the Project within the budget and timeline desired by Owner; and

WHEREAS, the Parties have agreed on the terms of this Agreement.

NOW THEREFORE, the Owner and the Construction Manager, in consideration of the mutual covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, agree as follows:

ARTICLE 1
GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES. The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Architect/Engineer in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Architect/Engineer, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS. The general conditions of this Agreement shall be the attached General Conditions of the Construction Agreement, which is incorporated herein by reference. The term "Contractor" as used in the General Conditions shall mean the Construction Manager. The term "Contract Sum" as used in the General Conditions shall mean Guaranteed Maximum Price (GMP).

1.3 CONTRACT DOCUMENTS. The Contract Documents shall consist of the following:

This Agreement
The March 20th 2024 Piggyback Agreement for Construction Management Services between Owner and Construction Manager (including all documents incorporated therein)
Exhibit 1: Pre-Construction Proposal
Exhibit 2: Guaranteed Maximum Price Addenda
Exhibit 3: The General Conditions

In the event of a conflict between any of the foregoing documents, the earlier listed document shall control over a later listed document.

1.4 PROJECT DESCRIPTION. The project consists of the development of a park on the River Oaks Preserve property. Facilities within the park are expected to include parking spaces, paths, restroom building, stormwater buildings/rooms and the extension of utilities.

ARTICLE 2
CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction services. If the Owner and Construction Manager agree, after consultation with the Architect/Engineer, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE.

A. PRELIMINARY EVALUATION. The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

B. CONSULTATION. The Construction Manager, with the Architect/Engineer, shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Architect/Engineer regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

C. PRELIMINARY PROJECT SCHEDULE. When Project requirements described in Section 3.1.A have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Architect/Engineer's review and the Owner's approval. The Construction Manager shall obtain the Architect/Engineer's approval of the portion of the preliminary Project schedule relating to the performance of the Architect/Engineer's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Architect/Engineer and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price (GMP) proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

D. PHASED CONSTRUCTION. Notwithstanding the phasing set forth in § 1.4 above, the Construction Manager shall make recommendations to the Owner and Architect/Engineer regarding the phased issuance of Project Plans and Specifications to facilitate phased construction of the Work or alternative phasing proposals, if such phased construction or alternate phasing proposals are appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

E. PRELIMINARY COST ESTIMATES.

1. When the Owner has sufficiently identified the Project requirements and the Architect/Engineer has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2. When schematic design documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare, for the review of the Architect/Engineer and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the design development documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

3. When design development documents have been prepared by the Architect/Engineer and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Architect/Engineer and approval by the Owner. During the preparation of the construction documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Architect/Engineer and Construction Manager.

4. If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect/Engineer.

F. SUBCONTRACTORS AND SUPPLIERS. The Construction Manager shall seek to develop Subcontractor interest in the Project and shall furnish to the Owner and Architect/Engineer for their information a list of possible Subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Architect/Engineer will promptly reply in writing to the Construction Manager if the Architect/Engineer or Owner know of any objection to such Subcontractor or supplier. The receipt of such list shall not require the Owner or Architect/Engineer to investigate the qualifications of proposed Subcontractors or suppliers,

nor shall it waive the right of the Owner or Architect/Engineer later to object to or reject any proposed Subcontractors or suppliers.

G. LONG-LEAD-TIME ITEMS. The Construction Manager shall recommend to the Owner and Architect/Engineer a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's GMP proposal, all contacts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

H. EXTENT OF RESPONSIBILITY. The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the GMP. The recommendation and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Project Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Project Plans and Specifications are at variance therewith, the Construction Manager shall promptly notify the Architect/Engineer and Owner in writing.

I. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION. The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME.

A. TIMING. When the Project Plans and Specifications are sufficiently complete, the Construction Manager shall propose a GMP, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee.

B. FURTHER DEVELOPMENT OF PROJECT PLANS AND SPECIFICATIONS. As the Project Plans and Specifications may not be finished at the time the GMP proposal is prepared, the Construction Manager shall provide in the GMP for further development of the Project Plans and Specifications by the Architect/Engineer that is consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, as required, shall be incorporated by Change Order.

C. CONTIGENCY. The estimated Cost of the Work shall include the Construction Manager's contingency, a sum established by the Construction Manager for the

Construction Manager's exclusive use to cover costs arising under Section 2.2.B and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

D. BASIS OF GUARANTEED MAXIMUM PRICE. The Construction Manager shall include with the GMP proposal a written statement of its basis, which shall include:

1. A list of the Project Plans and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the GMP proposal.

2. A list of allowances and a statement of their basis.

3. A list of the clarifications and assumptions made by the Construction Manager in the preparation of the GMP proposal to supplement the information contained in the Project Plans and Specifications.

4. The proposed GMP, including a statement of the estimated costs organized by trade categories, allowances, contingency, and other items and the Fee that comprise the GMP.

5. The Date of Substantial Completion upon which the proposed GMP is based, and a schedule of the construction documents issuance dates upon which the date of Substantial Completion is based.

E. MEETING OF CONSTRUCTION TEAM. The Contractor shall meet with the Owner and Architect/Engineer to review the GMP proposal and the written statement of its basis. In the event the Owner or Architect/Engineer discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the GMP proposal, its basis, or both.

F. ACCEPTANCE. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the GMP proposal shall not be effective without written acceptance by the Construction Manager.

G. NO COSTS IN ADVANCE. Prior to the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

H. GMP ADDENDUM. Upon acceptance by the Owner of the GMP proposal, the GMP and its basis shall be set forth in the GMP Addendum. The GMP shall be subject to additions and deductions by a change in the Work as provided in the Contract

Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

I. REVISIONS TO PROJECT PLANS AND SPECIFICATONS. The Owner shall authorize and cause the Architect/Engineer to revise the Project Plans and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the GMP Addendum. Such revised Project Plans and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Architect/Engineer and Construction Manager. The Construction Manager shall promptly notify the Architect/Engineer and Owner is such revised Project Plans and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

J. TAXES. The GMP shall include in the Cost of the Work only those taxes which are enacted at the time the GMP is established.

2.3 CONSTRUCTION PHASE.

A. GENERAL.

1. The Construction Phase shall commence on the earlier of:

i. the Owner's acceptance of the Construction Manager's GMP proposal and issuance of a Notice to Proceed, or

ii. the Owner's first authorization to the Construction Manager to:

(a) award a Subcontract,

(b) undertake construction Work with the Construction Manager's own forces, or

(c) issue a purchase order for materials or equipment required for the Work.

B. ADMINISTRATION.

1. Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under Subcontracts or by other appropriate agreements with the Construction Manager. The Construction Manager shall obtain bids from Subcontractors and from suppliers of materials or equipment fabricated to a special design for the Work from the list previously reviewed and, after analyzing such bids, shall deliver such bids to the Owner and Architect/Engineer. The Owner will then determine, with the advice of the Construction Manager and subject to the reasonable objection of the

Architect/Engineer, which bids will be accepted. The Owner may designate specific persons or entities from whom the Construction Manager shall obtain bids; however, if the GMP has been established, the Owner may not prohibit the Construction Manager from obtaining bids from other qualified bidders. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2. If the GMP has been established, and a specific bidder among those whose bids are delivered by the Construction Manager to the Owner and Architect/Engineer (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the GMP by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the Subcontract or other agreement actually signed with the person or entity designated by the Owner.

3. Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.H and 7.1.I and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner.

4. The Construction Manager shall schedule and conduct a meeting at which the Owner, Architect/Engineer, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

5. Promptly after the Owner's acceptance of the GMP proposal, the Construction Manager shall prepare a schedule in accordance with Section 2.3 of the General Conditions, including the Owner's occupancy requirements.

6. The Construction Manager shall provide monthly written reports to the Owner and Architect/Engineer on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the Project Site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Architect/Engineer.

7. The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction

Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect/Engineer at regular intervals.

2.4 PROFESSIONAL SERVICES. Sections 2.1 and 2.2 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS. Sections 2.4.U and 5.5 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3
OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES.

A. GENERAL INFORMATION. The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

B. BUDGET. The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Architect/Engineer, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

C. STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS. In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in subsections 1 through 4, below, but shall exercise customary precautions relating to the performance of the Work.

1. Reports, surveys, drawings and tests concerning the conditions of the Project Site which are required by law.

2. Surveys describing physical characteristics, legal limitations and utility locations for the Project Site, and a written legal description of the Project Site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the Project Site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility

services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark.

3. The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolations tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

4. Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

5. The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE. The Owner shall designate in writing its Owner's Project Representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This Representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 5.2 of the General Conditions, the Architect/Engineer does not have such authority.

3.3 ARCHITECT/ENGINEER. The Owner shall retain an Architect/Engineer to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, described in Article VI of the General Conditions. The Owner shall authorize and cause the Architect/Engineer to provide those additional services requested by the Construction Manager which must necessarily be provided by the Architect/Engineer for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Architect/Engineer and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Architect/Engineer.

3.4 LEGAL REQUIREMENTS. The Owner shall determine and advise the Architect/Engineer and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4
COMPENSATION AND PAYMENTS
FOR PRECONSTRUCTION SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Services as follows:

4.1 COMPENSATION.

A. PRECONSTRUCTION SERVICES. For the Preconstruction Services described in Section 2.1, the Construction Manager's compensation shall be calculated as outlined in the attached Pre-Construction

B. ADJUSTMENT. Compensation for Preconstruction Services shall be equitably adjusted if such services extend beyond Three Hundred Sixty-Five (365) days from the date of this Agreement or if the originally contemplated scope of services is significantly modified.

C. PERSONNEL EXPENSE. If compensation is based on a multiple of Direct Personnel Expense, "Direct Personnel Expense" shall mean the direct salaries of the Construction Manager's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions and similar contributions and benefits.

4.2 PAYMENTS.

A. TIMING. Subject to the requirements of Article III of the General Conditions, payments for Preconstruction Services shall be made monthly following presentation of the Construction Manager's invoice and, where applicable, shall be in proportion to services performed.

B. DUE DATES. Payments shall be made by Owner in accordance with the requirements of Florida Statutes §218.735.

ARTICLE 5
COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION. For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 6 and the Construction Manager's Fe, as set forth in the GMP addendum:

5.2 GUARANTEED MAXIMUM PRICE. The sum of the Cost of the Work and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided as the GMP in the GMP Addendum, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the GMP. Costs which would cause the GMP to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

In the event there actual Cost of the Work, together with the Construction Manager's Fee, is less than the Guaranteed Maximum Price, the Construction Manager and the Owner agree that any such savings below the GMP (excluding contingency) shall be shared in the following percentages: seventy five percent (75%) to the Owner and twenty five percent (25%) to the Construction Manager. Such savings shall be recognized by Change Order at Substantial Completion and approved for pavement on the succeeding application for payment

5.3 CHANGES IN THE WORK

A. ADJUSTMENTS TO GMP. Adjustments to the GMP on account of changes in the Work subsequent to the execution of the GMP Addendum may be determined by any of the methods listed in Article V of the General Conditions.

B. "COST". In calculating adjustments to Subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the Owner and Construction Manager shall proceed in accordance with Section 5.6 of the General Conditions. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts. In calculating adjustments to the Agreement, the terms "cost" and "costs" as used in the above-referenced General Conditions shall mean the Cost of the Work as defined in Article 6 of this Agreement.

C. CONSTRUCTION MANAGER'S FEE. If no specific provision is made in Section 5.1. for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such that, in the aggregate, the application of the adjustment provisions of Section 5.1. will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

ARTICLE 6
COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

A. COST OF WORK. The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

B. LABOR COSTS.

1. Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the Project Site or, with the Owner's agreement, at off-site workshops.

2. Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the Project Site with the Owner's agreement.

Classification	Name
President	Howard Wheeler

3. Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

4. Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.B.1 through 6.1.B.3.

C. SUBCONTRACT COSTS. Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the Subcontracts.

D. COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION.

1. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 6.1.D.1 in excess of those actually installed but required to provide reasonable allowance for waste

and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

E. COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS.

1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the Project Site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item.

3. Costs of removal of debris from the Project Site, including proper and legal disposal of same.

4. Reproduction costs, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the Project Site and reasonable petty cash expenses of the Project Site office.

5. That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

F. MISCELLANEOUS COSTS.

1. That portion directly attributable to this Contract of premiums for insurance and bonds.

2. Sales, use or similar taxes imposed by a governmental authority which are related to the Work and for which the Construction Manager is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

4. Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.H.2, reproduction costs, costs of postage and express delivery charges, Project Site communications equipment, and reasonable petty cash expenses of the Project Site office.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses; judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the GMP and provided that such royalties, fees and costs are not excluded by the Contract Documents.

6. Costs for electronic equipment and software, directly related to the Work and with the Owner's prior approval.

7. Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

8. Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

9. Expenses incurred in accordance with Construction Manager's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, in case it is necessary to relocate such personnel from distant locations.

10. Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

G. EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK. The Cost of the Work shall also include costs described in Section 6.1.A which are incurred by the Construction Manager:

1. In taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 2.4.P of the General Conditions.

2. In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damage or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement or by the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or by the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, sureties, Subcontractors, suppliers or others.

H. COSTS TO BE INCLUDED. The costs described in Sections 6.1.A through 6.1.G shall be included in the Cost of the Work notwithstanding any provisions of the General Conditions which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED. The Cost of the Work shall not include:

1. Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the Project Site office, except as specifically provided in Sections 6.1.B.2 and 6.1.B.3.

2. Expenses of the Construction Manager's principal office and offices other than the Project Site office, except as specifically provided in Section 6.1.

3. Overhead and general expenses, except as may be expressly included in Section 6.1.

4. The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

5. Rental costs of machinery and equipment, except as specifically provided in Section 6.1.E.2.

6. Except as provided in Section 6.1.H.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

7. Costs incurred in the performance of Preconstruction Services.

8. Except as provided in Section 6.1.F.10, any cost not specifically and expressly described in Section 6.1.

9. Costs which would cause the GMP to be exceeded.

10. Costs for services performed during the Preconstruction Phase.

6.3 DISCOUNTS, REBATES AND REFUNDS

A. ACCURAL TO OWNER. Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

B. DEDUCTION FROM COST OF WORK. Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS. The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, in order to substantiate all costs incurred under this Agreement. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants or other Owner-authorized personnel shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

ARTICLE 7
CONSTRUCTION PHASE

7.1 PROGESS PAYMENTS.

A. PROGRESS PAYMENTS. Subject to the requirements of Article III of the General Conditions, based upon Applications for Payment submitted to the Architect/Engineer by the Construction Manager and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the GMP to the Construction Manager as provided below and elsewhere in the Contract Documents.

B. PERIOD COVERED. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

C. DATE OF PAYMENT. Payments shall be made by Owner in accordance with the requirements of Florida Statutes § 218.735.

D. SUPPORTING DOCUMENTATION. With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached and any other evidence required by the Owner or Architect/Engineer to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2) that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

E. SCHEDULE OF VALUES. Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect/Engineer may require. This schedule, unless objected to by the Architect/Engineer, shall be used as a basis for reviewing the Construction Manager's Application for Payment.

F. Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

G. COMPUTATION. Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in Section 5.6 of the General Conditions, even though the GMP has not yet been adjusted by Change Order.

2. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the Project Site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the Project Site at a location agreed upon in writing, supported by paid receipts.

3. Add the Construction Manager's Fee, less retainage of five (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1. or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Construction Manager's Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

4. Subtract the aggregate of previous payments made by the Owner.

5. Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.D to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation.

6. Subtract amounts, if any, for which the Architect/Engineer has withheld or nullified a Certificate for Payment as provided in Section 3.3.C of the General Conditions.

H. SUBCONTRATOR RETAINAGE. Except with Owner's prior approval, per Florida Statutes § 255.078, Subcontractor payments shall be subject to retention of not less than five percent (5%). The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for Subcontracts.

I. REDUCTION IN RETAINAGE. Notwithstanding the foregoing, upon completion of at least fifty percent (50%) of the Work, as determined by the Architect/Engineer and Owner, the Owner shall reduce to three percent (3%) the amount of retainage withheld from the Construction Manager's Fee in each subsequent progress payment.

J. NO ADVANCE PAYMENTS. Except with the Owner's prior approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the Project Site.

K. RELIANCE ON INFORMATION. In taking action on the Construction Manager's Applications for Payment, the Architect/Engineer shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Architect/Engineer has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.D or other supporting data, that the Architect/Engineer has made exhaustive or continuous on-site inspections or that the Architect/Engineer has made examinations to ascertain how or for what

purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner acting in the sole interest of the Owner.

7.2 FINAL PAYMENT.

A. CONDITIONS OF FINAL PAYMENT. Final payment shall be made by the Owner to the Construction Manager when (1) the Agreement has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in Section 2.4.C of the General Conditions, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Architect/Engineer; such final payment shall be made by the Owner not more than thirty (30) days after the issuance of the Architect/Engineer's final Certificate for Payment, or as follows:

B. CALCULATION. The amount of the final payment shall be calculated as follows:

1. Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the GMP.

2. Subtract amounts, if any, for which the Architect/Engineer withholds, in whole or in part, a final Certificate for Payment as provided in Section 2.4.C of the General Conditions or other provisions of the Contract Documents.

3. Subtract the aggregate of previous payments made by the Owner.

If the aggregate of previous payments made by the Owner exceeds the amount due the Construction Manager, the Construction Manager shall reimburse the difference to the Owner. Failing reimbursement by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such overpayment.

C. REVIEW. The Owner's fiscal staff will review and report in writing on the Construction Manager's final accounting within thirty (30) days after delivery of the final accounting to the Architect/Engineer by the Construction Manager. Based upon such Cost of the Work as the Owner's fiscal staff report to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.A have been met, the Architect/Engineer will, within seven days after receipt of the written report of the Owner's fiscal staff, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the

Architect/Engineer's reasons for withholding a certificate as provided in Section 3.5.C of the General Conditions.

D. ISSUANCE. If the Owner's fiscal staff report the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Architect/Engineer. Unless agreed to otherwise, a demand for mediation or arbitration of the disputed amount shall be made by the Construction Manager within sixty (60) days after the Construction Manager's receipt of a copy of the Architect/Engineer's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner's fiscal staff becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect/Engineer's final Certificate for Payment.

E. ADDITIONAL REIMBURSEMENTS. If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2, (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the GMP. If the Construction Manager has participated in savings, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Construction Manager.

ARTICLE 8
INSURANCE AND BONDS

8.1 INSURANCE. If and to the extent required by the Piggyback Agreement (and incorporated documents), the Construction Manager shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, auto liability, excess liability, and builder's risk. The Construction Manager shall furnish the Owner all appropriate policies and Certificate(s) of Insurance.

8.2 PAYMENT AND PERFORMANCE BOND.

A. BOND REQUIRED. The Construction Manager shall post a Payment and Performance Bond in the amount of the GMP, in a form provided and approved by the Owner.

B. DELIVERY. The Construction Manager shall file in the county records and deliver a recorded version of the required bond to the Owner at least three days before the commencement of any Construction Phase services.

ARTICLE 9

MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION. During both the Preconstruction and Construction Phases, claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in Article VIII of the General Conditions.

9.2 OTHER PROVISIONS. Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the General Conditions.

9.3 EXTENT OF CONTRACT. This Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. Except as provided in Section 9.13 below, if anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.4 OWNERSHIP AND USE OF DOCUMENTS. Section 10.4 of the General Conditions shall apply to both the Preconstruction and Construction Phases.

9.5 GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue for any petition for writ of certiorari or other court action allowed by this Agreement shall be in the Circuit Court of the 12th Judicial Circuit in and for Lee County, Florida.

9.6 ASSIGNMENT. The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Agreement shall assign the Agreement as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

9.7 SUBSTANTIAL COMPLETION DEFINED. Substantial Completion shall be defined as provided in Article I of the General Conditions. In the event a temporary certificate of occupancy or completion is issued establishing Substantial Completion, the Construction Manager shall diligently pursue the issuance of a permanent certificate of occupancy or completion.

9.8 PROJECT MEETINGS. During the Construction Phase, there shall be project meetings, at the jobsite or other location acceptable to the parties, on a regularly scheduled basis. The meetings will be attended by a representative of the Construction Manager, Architect/Engineer and Owner. These representatives shall be authorized to make decisions that are not otherwise contrary to the requirements of this Agreement.

9.9 WEATHER. During the Construction Phase, any rainfall, temperatures below 32 degrees Fahrenheit or winds greater than 25 m.p.h. which actually prevents Work on a given day, shall be considered lost time and an additional day added to the Contract Time, provided no work could be done on site, and provided written notice has been submitted to the Owner by the Construction Manager documenting same.

9.10 SHOP DRAWINGS; CRITICAL SUBMITTALS. In consideration of the impact of timely review of submittals and shop drawings on the overall progress of the Work, it is hereby agreed that the Owner shall cause his agents and design professionals to accomplish the review of any particular "critical" submittals and/or shop drawings and return same to the Construction Manager within fourteen (14) days.

9.11 PUNCH LIST. Within 30 days after obtainment of Substantial Completion, the Owner shall generate a "punch list" of all work items requiring remedial attention by the Construction Manager. Within 5 days thereafter the Architect/Engineer shall assign a fair value to the punch list items, which sum shall be deducted from the next scheduled progress payment to the Construction Manager. Upon satisfactory completion of the punch list items, as certified by the Architect/Engineer, the previously deducted sum shall be paid to the Construction Manager.

9.12 CLOSEOUT DOCUMENTATION. Within 30 days after obtainment of Substantial Completion and before final payment, Construction Manager shall gather and deliver to Owner all warranty documentation, all manufacturer's product and warranty literature, all manuals (including parts and technical manuals), all schematics and handbooks, and all as-built drawings.

9.13 GOVERNING PROVISIONS; CONFLICTS. In the event of a conflict between this Agreement and the Specifications or General Conditions, this Agreement shall prevail. In the event of a conflict between the Specifications and the General Conditions, the Specifications shall govern. In the event of a conflict between any of the foregoing documents and the Construction Manager's proposal, the foregoing documents shall prevail.

9.14 IMMIGRATION COMPLIANCE; E-VERIFY. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, U.S.C. § 1324, *et seq*., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Construction Manager's employment of unauthorized aliens is a violation of § 274(e) of the Federal Immigration and Employment Act. The Construction Manager shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Owner. Pursuant to Florida Statutes § 448.095(2), Construction Manager shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Construction Manager's contract with the Owner cannot be renewed unless, at the time of renewal, Construction Manager certifies in writing to the Owner that it has registered

with and uses the E-Verify system. If Construction Manager enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Construction Manager shall maintain a copy of such affidavit for the duration of the contract. If Construction Manager develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Construction Manager shall terminate the contract with the subcontractor. If the Owner develops a good faith belief that Construction Manager has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Owner shall terminate this contract. Pursuant to Florida Statutes § 448.095(2)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

9.15 INDEPENDENT CONTRACTOR. The Construction Manager acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of the Owner.

9.16 WAIVERS. Neither this Agreement nor any portion of it may be modified or waived orally. However, each party (through its governing body or properly authorized officer) shall have the right, but not the obligation, to waive, on a case-by-case basis, any right or condition herein reserved or intended for the benefit or protection of such party without being deemed or considered to have waived such right or condition for any other case, situation, or circumstance and without being deemed or considered to have waived any other right or condition. No such waiver shall be effective unless made in writing with an express and specific statement of the intent of such governing body or officer to provide such waiver.

9.17 AUTHORITY. Each of the Owner and Construction Manager represents and warrants to the other its respective authority to enter into this Agreement.

9.18 COVENANT TO DEFEND. Neither the validity of this Agreement nor the validity of any portion hereof may be challenged by any party hereto, and each party hereto hereby waives any right to initiate any such challenge. Furthermore, if this Agreement or any portion hereof is challenged by a third party in any judicial, administrative, or appellate proceeding (each party hereby covenanting with the other party not to initiate, encourage, foster, promote, cooperate with, or acquiesce to such challenge), the parties hereto collectively and individually agree, at their individual sole cost and expense, to defend in good faith its validity through a final judicial determination or other resolution, unless all parties mutually agree in writing not to defend such challenge or not to appeal any decision invalidating this Agreement or any portion thereof.

9.19 DISCLAIMER OF THIRD-PARTY BENEFICIARIES; SUCCESSORS AND ASSIGNS. This Agreement is solely for the benefit of the parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, agency, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof. This Agreement shall be binding upon, and its benefits and advantages shall inure to, the successors and assigns of the parties hereto.

9.20 HEADINGS AND CAPTIONS. The headings and captions of articles, sections, and paragraphs used this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or be taken into consideration in interpreting this Agreement.

9.21 OWNER DIRECT PURCHASES. As authorized by Florida Statutes § 212.08(6), Florida Administrative Code § 12A-1.094, and Florida Department of Revenue Tax Information Publication 13A01-01, the Owner reserves the right to require the Contractor to assign some or all of its subcontracts or other agreements with material suppliers directly to the Town. This process will be referred to as Owner Direct Purchases (ODP) and is a method that may be utilized to create savings for the Owner. The Owner saves the amount of the sales tax when it purchases material/equipment required for a construction project directly from the manufacturer/supplier (material/equipment cost only), and simultaneously decreases the amount of the contract for the cost of the materials/equipment plus the sales tax. If the Owner elects to invoke this process, the contract cost reduction will be accomplished through the issuance of a deductive change order.

9.22 LEGAL REFERENCES. All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

9.23 SEVERABILITY. The provisions of this Agreement are declared by the parties hereto to be severable. In the event any term or provision of this Agreement shall be held invalid by a court of competent jurisdiction, such invalid term or provision should not affect the validity of any other term or provision hereof; and all such terms and provisions hereof shall be enforceable to the fullest extent permitted by law as if such invalid term or provision had never been part of this Agreement; provided, however, if any term or provision of this Agreement is held to be invalid due to the scope or extent thereof, then, to the extent permitted by law, such term or provision shall be automatically deemed modified in order that it may be enforced to the maximum scope and extent permitted by law.

9.24 ATTORNEY'S FEES AND COSTS. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying its

attorney's fees and costs regardless of the outcome of any such procedure or litigation, including related appellate and dispute resolution proceedings.

9.25 NOTICES. All notices, comments, consents, objections, approvals, waivers, and elections under this Agreement shall be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested, or by electronic mail with delivery confirmation. All such communications shall be addressed to the applicable addressees set forth below or as any party may otherwise designate in the manner prescribed herein.

To the Owner:	David Willems, P.E., Public Works Director 9401 Corkscrew Palms Circle Estero, FL 33928 willems@estero-fl.gov
To the Construction Manager:	Howard Wheeler, II, President Chris-Tel Company of Southwest Florida, Inc. 2534-A Edison Avenue Ft. Myers, FL 33901

Notices, comments, consents, objections, approvals, waivers and elections shall be deemed given when received by the party for whom such communication is intended at such address herein specified, or such other physical address or email address as such party may have substituted by notice to the other.

ARTICLE 10
TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE.

A. RIGHT OF TERMINATION. Prior to execution by both parties of the GMP Addendum, the Owner may terminate this Agreement at any time without or without cause pursuant to Sections 14.1 and 14.2 of the General Conditions, and the Construction Manager may terminate this Agreement for any of the reasons described in Section 14.6 of the General Conditions.

B. COMPENSATION FOR PRECONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.A.

C. ADDITIONAL COMPENSATION FOR CONSTRUCTION SERVICES. If the Owner or Construction Manager terminates this Agreement pursuant to this Section 10.1 after commencement of the Construction Phase, the Contractor shall, in addition to the compensation provided in Section 10.1.B, be paid an amount calculated as follows:

1. Take the Cost of the Work incurred by the Contractor.

2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, of the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as to Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

3. Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.C.1. To the extent that the Owner elects to take legal assignment of Subcontracts and purchase orders (including rental agreements), the Construction Manager shall as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such Subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such Subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of the GMP Addendum shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the Subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any Subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this Agreement not been terminated, the Construction Manager shall terminate such Subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE. Subsequent to execution by both parties of the GMP Addendum, the Agreement may be terminated as provided in Article 14 of the General Conditions.

A. LIMITATION ON PAYMENT; TERMINATION BY OWNER. In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.2 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C of this Agreement.

B. LIMITATION ON PAYMENT; TERMINATION BY CONSTRUCTION MANAGER. In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.6 of the General Conditions shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.B and 10.1.C above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION. The Work may be suspended by the Owner as provided in Section 14.3 of the General Conditions. In such case, the term "Contract Sum" in that Section shall be understood to mean Cost of the Work.

WHEREFORE, the Parties hereto have entered into this Agreement as of the Effective Date.

Chris-Tel Construction	**Village of Estero**
By: _____	By: _____
Howard Wheeler, II, President	Steve Sarkozy, Village Manager

CHRIS-TEL CONSTRUCTION

June 12, 2025

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

Re: Preconstruction Estimating/Design Phase Services Proposal – River Oaks Preserve Project – revised

Dear David:

Thank you for allowing our team to assist with estimating and preliminary budgeting as well as design services for the River Oaks Preserve Project for the Village of Estero. Our team is pleased to provide you with our preconstruction proposal for these services.

Task 1: Schematic Design Phase (30%)	**$ 87,159.50**
Task 2: Design Development Phase (60%)	**$ 169,358.50**
Task 3: Construction Document Phase (100%)	**$ 90,408.00**
Total Preconstruction and Architectural Design Services:	**$ 346,926.00**

This cost is indictive of the scope of services described by phase in the attachment. Chris-Tel Construction will provide design team coordination efforts, value engineering, estimating and budgeting during the design phase of this project with the ultimate goal of providing the Village of Estero with a GMP. Subsequent Construction Management fee will be administered in accordance with the contract documents.

Sincerely,

Howard L. Wheeler, II
President

2534-A Edison Avenue | Fort Myers, FL 33901 | (239) 226-0500 P | (239) 226-0503 F | www.ChrisTelConstruction.com

GENERAL CONTRACTORS LICENSE # CGC038604

River Oaks Preconstruction/Design
Proposal Revised June 12, 2025

MHK - Architectural Design/MEP Design		Cost
Task 1: Schematic Design (30%)	$	21,990.50
Task 2: Design Development (60%)	$	21,990.50
Task 3: Construction Documents (100%)	$	43,981.00
Total Architectural Design Cost	**$**	**87,962.00**

Respec - Civil Engineering		Cost
Task 1: Schematic Design (30%)	$	43,000.00
Task 2: Design Development (60%)	$	78,500.00
Task 3: Construction Documents (100%)	$	8,500.00
Total Civil Engineering Design Cost	**$**	**130,000.00**

ALD, LLC - Landscape Architect Services		Cost
Task 1: Schematic Design (30%)	$	5,100.00
Task 2: Design Development (60%)	$	28,000.00
Task 3: Construction Documents (100%)	$	16,300.00
Total Landscape Architect Cost	**$**	**49,400.00**

Pennoni - Environmental Engineering Task		Cost
1: Schematic Design (30%)	$	12,250.00
Task 2: Design Development Phase (60%)	$	31,750.00
Total Environmental Engineering Cost	**$**	**44,000.00**

Chris-Tel Construction - Construction Manager		Cost
Task 1: Schematic Design (30%)	$	4,819.00
Task 2: Design Development (60%)	$	9,118.00
Task 3: Construction Documents (100%)	$	21,627.00
Total Construction Manager Cost	**$**	**35,564.00**

Task 1: Schematic Design (30%) Total	**$**	**87,159.50**
Task 2: Design Development (60%) Total	**$**	**169,358.50**
Task 3: Construction Documents (100%) Total	**$**	**90,408.00**
Grand Total Preconstruction / Design (Tasks 1, 2, 3)	**$**	**346,926.00**

River Oaks Preconstruction/Design Proposal
Revised June 12, 2025

MHK - Architectural Design/MEP Design

	Cost
Task 1: Schematic Design (30%)	$ 21,990.50
Provide an updated schematic layout per input from Village and Native Plant Society	
MHK to receive client approval of new schematic layout and confirmation to proceed to DD	
MHK will schedule and attend a Village of Estero Pre-Application meeting if needed	

The drawings for each submittal will include the following:

1. Coordination of site civil drawings and landscape architecture drawings
2. Floor plans of each level with area calculations and egress
3. Color Architectural Elevations with dimensions and notes
4. A roof plan showing rooftop equipment and the screening of such
5. Building sections with notes and FEMA / max building heights
6. Three-dimensional color illustrations of the development
7. Pattern Book

MHK will answer any LDO comments and coordinate resubmittals with the civil eng. as needed

Task 2: Design Development (60%)	$ 21,990.50

1. Updated Site plan (coordinated by MHK and developed by the civil engineer)
2. Floor Plans of each level for all proposed structures
3. Exterior Elevations with material finishes and notes
4. Roof plans with material finishes, notes and proposed equipment locations.
5. Reflected ceiling plans showing materials, preliminary fire protection layout and lighting design
6. Upon completion of the Design Development set, MHK will coordinate the plans with the owner for approval

Task 3: Construction Documents (100%) $ 43,981.00

During the Construction Documents Phase, MHK along with the design consultant team will create a set of Contract Documents, consisting of drawings and non-book form Specifications (on the plans) that further develop the building design and are sufficient for the issuance of building permits, for final construction pricing, and for inclusion in a Contract for Construction. Changes to the scope or program in this phase could significantly impact the design budget and schedule. The architect will coordinate all disciplines and create a set of drawings that include the following information:

Architectural

1. Cover Sheet, Project Team, Location Map
2. Abbreviations, General Notes, Symbols, Code Outline, Drawing Index
3. Life Safety Plans, maximum exit travels, circulation plans
4. Fire Rated wall assemblies, UL listings, slab details
5. Updated architectural site plan, parking calculation
6. Detailed and dimensioned floor plans of each level
7. Detailed and dimensioned roof plans
8. Detailed and dimensioned Exterior Elevations
9. Detailed and dimensioned building sections, wall sections
10. Detailed and dimensioned vertical circulation plans
11. Detailed and dimensioned interior elevations
12. Detailed and dimensioned reflected ceiling plans, lighting, mechanical
13. Proposed Fire Protection head locations

Structural Engineering

- Full Structural Engineering drawings will be included in the contract and detailed in order to complete the structure for the building. These drawings will be coordinated with the architectural and MEP components of the project. The structural design will include the following information:
- Foundation design, plan and specifications. (Piling, Stem-wall or Monolithic)
- Beam Plan. (Tie-Beam & Lintels or Frame & Headers)
- Shear wall Design (if needed)
- Roof truss tie down schedule.
- Misc. Column and beam design as required by truss manufacturer.
- Details and sections as necessary

- Wind load calculations (MWFRS, C&C and Openings)
- Bridge and Boardwalk Design
- Flood Panel Design

MEP Engineering

MEP Engineering will be included in the contract for the project. Included in the MEP package will be the following:

- Plans and specifications suitable for bidding, permitting and construction.
- Design of heating/air conditioning systems.
- Coordinate grilles and linear diffusers with architectural details.
- Design all necessary exhaust systems.
- Provide for incoming air to maintain high indoor air quality.
- Equipment selection specifications and schedules.
- Provide computerized energy and load calculations.

Electrical

- Plans and specifications suitable for bidding, permitting and construction.
- Complete design and specifications for the electrical power service and distribution systems.
- Circuiting and providing power for all equipment (to be selected), appliances and lighting fixtures/devices.
- Provide all N.E.C. load calculations, distribution riser diagrams (as necessary) and panel schedules to identify all electrical circuits and loading
- Equipment selection, specifications, and schedules.
- Coordination with Landscape Architect for site lighting certifications

Plumbing/Mechanical

- Plans and specifications suitable for bidding, permitting and construction.
- Design of sanitary waste and vent systems.
- Design of potable water systems using a city/county water supply line.
- Fixture specifications and schedules.
- Isometric riser diagrams (as necessary).

Fire Protection Engineering

- Signed & Sealed 61G15 Form. (Note: The client must provide flow test less than 6 months old)
- Final fire protection plans and fire alarm plans will be provided by the sub-contractor installing the system in a shop drawing format.

Total Architectural Design Cost	**$ 87,692.00**

MHK ARCHITECTURE proposes to provide the above outlined scope of services for the fee structure outlined below.

FEE SCHEDULE

STRUCTURE 1: CLASSROOM @ 2,800 SQ. FT. .....$20.00 PER SQUARE FOOT
(INCLUDES 300 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 2: NURSERY/CUSTOMER CHECKOUT @ 448 SQ. FT. .....$15.00 PER SQUARE FOOT
(INCLUDES 128 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 3: STORAGE (EXCLUDING REPEAT) @ 312 SQ. FT. .....$15.00 PER SQUARE FOOT
(INCLUDES 112 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 4: GARAGE (EXCLUDING REPEAT) @ 448 SQ. FT.....$15.00 PER SQUARE FOOT
(INCLUDES 128 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 5: WORKSHOP @ 240 SQ. FT. .....$20.00 PER SQUARE FOOT
(INCLUDES 80 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 6: WEST TOOL STORAGE @ 144 SQ. FT.....$15.00 PER SQUARE FOOT
(INCLUDES 64 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 7: CABANA @ 144 SQ. FT. .....$15.00 PER SQUARE FOOT
(INCLUDES 144 SQ. FT. FOR PORCH STRUCTURE)
STRUCTURE 8: EAST TOOL STORAGE @ 144 SQ. FT.....$15.00 PER SQUARE FOOT
(INCLUDES 64 SQ. FT. FOR PORCH STRUCTURE)
REPEAT FEE ..... 33% OF STRUCTURE COST

- STRUCTURE 3: STORAGE @ 312 SQ. FT. X $15/SQ. FT. = $4,680 X 33% = $1,544.40
- STRUCTURE 4: GARAGE @ 448 SQ. FT. X $15/SQ. FT. = $6,720 X 33% = $2,217.60

Respec - Civil Engineering

	Cost
Task 1: Schematic Design (30%)	$ 43,000.00

1. Design Meetings & Coordination - $10,000 NTE
2. Reuse Irrigation Utility Extension Feasibility Study - $5,000 NTE Quantify and coordinate with Lee County Utilities on availability of reuse water as irrigation source for the project. Research nearest point of connection and available corridors with estimated order of magnitude cost estimate.
3. Final Engineered Site Plan - $3,500 NTE
   Utilizing Village's preferred conceptual site plan, prepare final engineered site plan in cad for the on-site park improvements.
4. Schematic Design (30% Plans) - $7,500 NTE
5. Design Topography - $11,000 NTE
   Obtain locates, topography, and Estero River cross-sections not included on boundary survey as needed for design purposes including off-site utility connections
6. Wetland Locations - $5,000 / NTE
   Obtain wetland locations on subject property for design and permitting purposes
7. Reimburseables - $1,500 NTE

Task 2: Design Development (60%)	$ 78,500.00

1. Permit Design Plans (60% Plans) - $9,500 NTE Grading, utility plan and profiles typical sections and paving and utility details
2. Offsite Water & Sewer Extension Plans - $12,000 NTE
   Offsite utility plans for water and sewer service to subject property with plan and profiles and utility details

3. Photometric Plan - $2,000 NTE
   Photometric plan for security lighting proposed with the parking facilities.
4. Village of Estero Limited Review Development Order - $8,000 NTE Prepare, submit, and support Village Development Order submittal and respond to requests for additional information.
5. Planning, Zoning, & Design Board Meetings - $7,000 NTE
   Prepare for and attend planning, zoning, and design boards as needed to support the permitting process.
6. Lee County Limited Review Development Order (E. Broadway Utilities) - $7,500 NTE Prepare, submit, and support Lee County Limited Review Development Order for off-site utilities and respond to requests for additional information.
7. Lee County Utilities Approval - $6,000 NTE
   Prepare, submit, and support LCU approval for off-site utility extensions to the proposed park project.
8. Lee County Cost Estimate/Bond Coordination & ROW Permit Support - $1,500 NTE Prepare cost estimate for off-site utilities and associated improvements in support of the right-of-way permit.
9. Stormwater Pollution Prevention Plan - $1,000 NTE Prepare construction pollution prevention plan in support of FDEP NOI for construction.
10. Estero River Floodplain Analysis - $10,000 NTE (Utilizing current approved back-water profile for the Estero River, run comparison analysis with the proposed park improvements to demonstrate no-rise in the floodplain from the development)
11. SFWMD ERP Permit - $10,500 NTE
    Prepare, submit, and support a SFWMD ERP for the proposed park improvements and address requests for additional information.
12. FDEP Water Distribution Permit - $1,500 NTE
    Prepare, submit, and support an FDEP Water Distribution Permit application for utilities.

14. FDEP Sanitary Sewer Permit - $1,500 NTE
    Prepare, submit, and support an FDEP Sanitary Sewer Collection and Distribution System for utilities.

Task 3: Construction Documents (100%) $ 8,500.00
Final Construction Plans

Finalize 100% construction plans including all permitting requirements and construction details needed for construction

Total Civil Engineering Design Cost	**$ 130,000.00**

ALD, LLC - Landscape Architect Services

Cost

Task 1: Schematic Design (30%) $ 5,100.00
1. Site visit, photograph site, become familiar with property
2. Meet with team to establish and develop goals and objectives
3. Concept Plan refinement

Task 2: Design Development (60%) $ 28,000.00
1. Master Reference/Unit Bid Sheet
2. Landscape Plan
3. Irrigation Plan
4. Internal walkway plan layout
5. Rendered Plans depicting Proposed Palette (Pattern Book)
6. Attend Public Hearing, Present Plans
7. Assume 3 meetings (4 hrs. per meeting)
8. Development Order Landscape / Schematic Irrigation
9. Meetings: Assume 6 hours of meetings

Hardscape
Frontage Road – assume 2 drawings
Amenity Plan and Details
Bike Rack (placement and selection)
Wood Boardwalk Plan accessing Preserve

Task 3: Construction Documents (100%) Softscape Planting Plan Frontage Road about 1,300 LF Planting Plan Perimeter Buffer Irrigation Perimeter Buffer Internal Irrigation Plan (Along parking only) Preserve Building Irrigation Plan	$ 16,300.00
Total Landscape Architect Cost	**$ 49,400.00**

Pennoni - Environmental Engineering

	Cost
Task 1: Schematic Design (30%)	$ 12,250.00

1. Environmental Assessment/Protected Species Survey and Jurisdictional Wetlands Determination
    a. Pennoni Environmental Scientists will conduct an on-site protected species survey of the approximately 13-acre project area located on Village of Estero owned property north of Broadway Avenue East in accordance with methodologies outlined by the Florida Fish and Wildlife Conservation Commission (FWC) to identify and document the presence of listed species inhabiting the site that are regulated by the United States Fish and Wildlife Service (FWS) or FWC. We will also conduct an on-site jurisdictional wetlands determination and wetlands limits flagging within the project limits in accordance with South Florida Water Management District (SFWMD) and U.S. Army Corps of Engineers (Corps) methodologies for preparation of the SFWMD Environmental Resources Permit (ERP) application.

2. Miscellaneous Environmental Compliance Services

Task 2: Design Development Phase (60%)	$ 31,750.00

1. Environmental Resource Permits, potential Sovereign Submerged Lands (SSL) Authorization, Federal Dredge and Fill (Nationwide) Permit and Coast Guard Permit – Pennoni Environmental Scientists will provide environmental support services and prepare the environmental permitting information required for obtaining an ERP and SSL from the SFWMD. Services include preparation of an Environmental Supplement and Protected Species Report, Section C and F of the ERP application, a pre-application meeting with the SFWMD, one on site meeting with SFWMD staff, and one response to requests for additional information from the SFWMD for ERP and SSL permit issuance. A Corps Section 404 Federal Nationwide Permit application will also be prepared if required. Services include preparation of an environmental supplement, jurisdictional wetlands determination and functional assessment, mitigation analysis and proposal if required, coordination and one on-site meeting with Corps staff, and one response to requests for additional information for permit issuance. In addition (if required) Pennoni will provide environmental support services for obtaining a proposed bridge permit with the US Coast Guard.
2. Pennoni Environmental Scientists will prepare a Management/Restoration Plan for the natural areas within the Preserve. Management and restoration strategies will be provided for each natural community
3. Miscellaneous Environmental Compliance Services

Total Environmental Engineering Cost	**$ 44,000.00**

Chris-Tel Construction - Construction Manager	Cost
Task 1: Schematic Design (30%) 1. Preliminary Schematic Design Budget (30% drawings) 2. Value Engineering (if needed) 3. Coordination of design consultants and owner meetings 4. Preliminary Project Schedule	$ 4,819.00
Task 2: Design Development (60%) 1. Design Development Budget (60% drawings) 2. Value Engineering (if needed) 3. Coordination of design consultants and owner meetings 4. Engage major subcontractor trades for feedback on design, lead times and pricing 5. Attend any public meetings 6. Updated Project Schedule	$ 9,118.00
Task 3: Construction Documents (100%) 1. Prepare Bid Packages for Solicitation 2. Advertise to subcontractor market 3. Collect and compile subcontract bids 4. Determine Guaranteed Maximum Price (GMP) 5. Present GMP to Village Council for approval 6. Subcontractor Award 7. Building Permit	$ 21,627.00
Total Construction Manager Cost	**$ 35,564.00**

Task 1: Schematic Design (30%)	**$ 87,159.50**
Task 2: Design Development (60%)	**$ 169,358.50**
Task 3: Construction Documents (100%)	**$ 90,408.00**
Grand Total Preconstruction/Design	**$ 346,926.00**

CHRIS-TEL CONSTRUCTION

PROJECT: River Oaks Park, Village of Estero

PROJECT TEAM:
Chris-Tel Construction (prime) https://christelconstruction.com/
MHK Architecture (architectural sub-consultant) https://mhkarchitecture.com/
Respec (site/civil sub-consultant) https://www.respec.com/
Pennoni (environmental sub-consultant) https://www.pennoni.com/
Architectural Land Design Inc., (landscape architecture sub-consultant) https://aldinc.net/

PROJECT TEAM BILLABLE RATES

MHK-ARCHITECT HOURLY RATES:
MHK ARCHITECTURE proposes to provide the above outlined scope of services per the hourly rate schedule below:

MHK PRINCIPAL / OWNER ..... $225 / HOUR
STUDIO OR STRUCTURAL DIRECTOR ..... $200 / HOUR
SENIOR ARCHITECTURAL ASSOCIATE OR STRUCTURAL PROJECT MANAGER ..... $185 / HOUR
ARCHITECTURAL ASSOCIATE OR STRUCTURAL PROJECT ENGINEER ..... $165 / HOUR
ASSISTANT ARCHITECTURAL ASSOCIATE ..... $150 / HOUR
ADMINISTRATION ..... $90 / HOUR
CONSULTING ENGINEER (MEP) .....REIMBURSABLE + 15%

RESPEC – CIVIL ENGINEER

Position	Hourly Rate
Principal Engineer	$200
Project Engineer	$160
Engineer II	$150
Engineer I	$125
CAD Technician IV	$125
Construction Services Rep.	$125
Permit Coordinator	$95
Engineering Intern	$75

Expenses	
Mileage	Regulatory Rate
Postage/Courier	At Cost + 10%
Vendor Printing and Binding	At Cost + 10%
Other Expenses	At Cost

- All reimbursables will be billed at cost plus 10% and are inclusive of the contract total

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GENERAL CONTRACTORS LICENSE # CGC038604

CHRIS-TEL CONSTRUCTION

PENNONI – ENVIRONMENTAL ENGINEER

Pennoni's compensation will be based on the following schedule of fees and charges unless our contract specifies otherwise.

LABOR CATEGORY RATES: $/HOUR

Senior Principal Professional	**$340**
Principal Professional	**$285**
Senior Professional	**$250**
Project Professional	**$230**
Staff Professional	**$220**
Associate Professional	**$205**
Graduate Professional	**$178**
Technician III	**$160**
Technician II	**$150**
Technician I	**$136**
Survey Crew	**$195**
Senior Field Technician	**$170**
Field Technician	**$134**
Laboratory Technician	**$118**
Building Code Official	**$140**
Project Assistant	**$104**

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request "Professional" includes all disciplines (Engineer, Planner, Landscape Architect, Surveyor, Geologist, etc.)

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: $100.00/day
- Record Retrieval : $500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.

ARCHITECTURE LAND DESIGN, INC. - LANDSCAPE ARCHITECT

- Principal $200/hr Senior Project Manager $175/hr
- Project Designer $110/ hr Administrative Support $80/hr
- It is understood that hourly rates, (and fees for unbilled work) have may be increased by 10% for work performed after 24 months of inception of contract.

Reimbursables:

- Reimbursable Expenses are subject to a multiple of 1.1 and include, but are not limited to, reproduction, postage, and handling of documents; long distance and facsimile charges; authorized travel; and Client requested renderings and models.
- The following items are reimbursables and shall be billed at the following rates:
  - Blueprints: $3.00/ print Color Plots: $25/plot

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CHRIS-TEL CONSTRUCTION

Attachment "A"
BILLABLE RATES

04-10-2024

The following Chris-Tel Construction titled employees' time spent working on the project will be billed to the project at the fixed rates listed below. These rates include all labor, labor burden, and fringe benefits costs.

POSITIONS	RATE/HR
PROJECT DIRECTOR	283
DIRECTOR OF OPERATIONS	177
CONSTRUCTION OPERATIONS MANAGER	151
SENIOR PROJECT MANAGER	139
PROJECT MANAGER I	108
PROJECT MANAGER II	119
PROJECT MANAGER – SCHEDULER	150
ASSISTANT PROJECT MANAGER	73
PROJECT ENGINEER	44
FIELD OPERATIONS MANAGER	147
SENIOR SUPERINTENDENT	150
SUPERINTENDENT I	104
SUPERINTENDENT II	125
ASSISTANT SUPERINTENDENT	76
CARPENTER	81
LABOR FOREMAN	33
LABORER	30
PROJECT COORDINATOR	57
CONSTRUCTION ADMINISTRATOR	61
DOCUMENT CONTROL SPECIALIST	73
INTERN	38
MANAGER – ESTIMATING	180
SENIOR ESTIMATOR	137
ESTIMATOR	97
JUNIOR ESTIMATOR	88
MANAGER – CONTINUING CONTRACTS	164
SAFETY MANAGER	108
MANAGER – BIM/VDC	125
SENIOR BIM/VDC COORDINATOR	97
BIM/VDC COORDINATOR	88
IT SPECIALIST	86
MANAGER - ACCOUNTING	76

CHRIS TEL CONSTRUCTION

Attachment "A"
BILLABLE RATES

04-10-2024

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PROJECT ACCOUNTANT	58
DIRECTOR, STRATEGIC DEVELOPMENT	175
MANAGER, STRATEGIC DEVELOPMENT	131
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MARKETING COORDINATOR	51
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HUMAN RESOURCES ASSISTANT	57
ADMINISTRATION	57

EXHIBIT 2: GURANTEED MAXIMUM PROCE ADDENEUM (TO BE APPENDED WHEN GMP ADDENDUM IS APPROVED)

GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES

THIS GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ("GMP Addendum") is made and entered into this ___ day of _____, 2025 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Suffolk Construction Company, Inc., a Massachusetts corporation, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the infrastructure improvements related to the Village of Estero Sports Park (as further defined in the Agreement as the "Project"); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an addendum supplementing the Agreement; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a GMP, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of GMP. Pursuant to Article 5 of the Agreement, the Owner and Construction Manager establish a GMP and Contract Time for the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP; Contract Documents. The Construction Manager's GMP for the Work, including the estimated Cost of the Work ($_____) and the Construction Manager's Fee (_____), is a total of _____ dollars ($_____). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Exhibits A through J, as follows:

(a) Exhibit A. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages _____ through _____, dated _____;

(b) Exhibit B. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;

(c) Exhibit C. Project Schedule, pages _____ through _____, dated _____;

(d) Exhibit D. Unit Prices, pages _____ through _____, dated _____.

(e) Exhibit E. Certificate(s) of Insurance;

(f) Exhibit F. Payment and Performance Bond;

(g) Exhibit J. Standard Forms:
1- Application for Payment
2- Certificate of Substantial Completion
3- Final Reconciliation/Warranty/Affidavit
4- Change Order

Additional Contract Documents include the Agreement and attached General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents. In case of conflict, the earliest listed document shall prevail over later listed documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the entire Work within _____ (__) days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $_____ per calendar day, commencing on the thirty-first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion; provided that the total amount of liquidated damages for which the Construction Manager shall be liable shall not exceed an amount equal to one-half (1/2) of the Construction Manager's Fee as set forth in the Schedule of Values. Recovery of such liquidated damages shall be the Owner's sole and exclusive remedy in the event of the Construction Manager's unexcused delay in achieving Substantial Completion or any other date. The Contractor agrees that such liquidated damages will not constitute a penalty, but were instead calculated to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Contractor shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due

the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

If early completion incentive is negotiated, insert terms here.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 5 of the Agreement and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this GMP Addendum to be duly executed by their authorized representatives:

Suffolk Construction Company, Inc.	**Village of Estero**
By: _____	By: _____
Peter Tuffo, President	Steve Sarkozy, Village Manager

EXHIBIT 3: THE GENDERAL CONDITIONS

General Conditions

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GENERAL CONDITIONS

of the

CONSTRUCTION AGREEMENT

GENERAL CONDITIONS
ARTICLE I
DEFINITIONS

1.1 Definitions. For purposes of the Contract Documents, the following terms shall have the following meanings.

A. Acceptance: The acceptance of the Project into the Owner's operating public infrastructure.

B. Application for Payment: The form approved and accepted by the Owner, which is to be used by Construction Manager in requesting progress payments or final payment and which is to include such supporting documentation as is required by the Contract Documents.

C. Architect/Engineer: Weston & Sampson, a Massachusetts corporation, registered and licensed to do business in the State of Florida.

D. Change Order: A written order signed by the Owner, the Architect/Engineer and the Construction Manager authorizing a change in the Project Plans and/or Specifications and, if necessary, a corresponding adjustment in the Contract Sum and/or Contract Time, pursuant to Article V.

E. Compensable Delay: Any delay beyond the control and without the fault or negligence of the Construction Manager resulting from Owner-caused changes in the Work, differing site conditions, suspensions of the Work, changes in code or laws or regulations in effect at time of GMP Amendment, Excusable Delays or termination for convenience by Owner.

F. Construction Manager's Personnel: The Construction Manager's key personnel designated by Construction Manager.

G. Construction Services: The Construction Services to be provided by Construction Manager pursuant to Section 2.4, in accordance with the terms and provisions of the Contract Documents.

H. Contract Sum: The total compensation to be paid to the Construction Manager for Construction Services rendered pursuant to the Contract Documents, as set forth in Construction Manager's Bid (or Guaranteed Maximum Price Addendum), unless adjusted in accordance with the terms of the Contract Documents.

I. Construction Team: The working team established pursuant to Section 2.1.B.

J. Contract Time: The time period during which all Construction Services are to be completed pursuant to the Contract Documents, to be set forth in the Project Schedule.

K. Days: Calendar days except when specified differently. When time is referred to in the Contract Documents by days, it will be computed to exclude the first and

include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective: When modifying the term "Work", referring to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or that has been damaged prior to Owner's approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Excusable Delay: Any delay beyond the control and without the negligence of the Construction Manager, the Owner, or any other contractor for whom Construction Manager is responsible caused by events or circumstances such as, but not limited to, acts of God or of a public enemy, fires, floods, freight embargoes, Force Majeure events, acts of government other than Owner, pandemics or epidemics. Labor disputes and above average rainfall shall give rise only to excusable delays.

N. Field Directive: A written order issued by Owner which orders minor changes in the Work not involving a change in Contract Time, to be paid from the Owner's contingency funds.

O. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner.

P. Float or Slack Time: The time available in the Project Schedule during which an unexpected activity can be completed without delaying substantial completion of the Work.

Q. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions described in Article XII.

R. Inexcusable Delay: Any delay caused by events or circumstances within the control of the Construction Manager, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight or diligence on the part of the Construction Manager.

S. Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total Float or Slack Time and not necessarily preventing Substantial Completion of the Work within the Contract Time.

T. Notice to Proceed: Written notice by Owner (after execution of Contract) to Construction Manager fixing the date on which the Contract Time will commence to run and on which Construction Manager shall start to perform the Work.

U. Owner: Village of Estero, a Florida municipal corporation.

V. Owner's Project Representative: The individual designated by Owner to perform those functions set forth in Section 7.8.

W. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 2.4.Y to guarantee payment and performance by the Construction Manager of its obligations hereunder.

X. Permitting Authority: Any applicable governmental authority acting in its governmental and regulatory capacity which is required to issue or grant any permit, certificate, license or other approval which is required as a condition precedent to the commencement or approved of the Work, or any part thereof, including the building permit.

Y. Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the Project Schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.

Z. Progress Report: A report to Owner that includes all information required pursuant to the Contract Documents and submitted in accordance with Section 2.4.EE, hereof.

AA. Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Contract Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

BB. Project Costs: The costs incurred by the Construction Manager to plan, construct and equip the Project and included within, and paid as a component of, the Contract Sum.

CC. Project Manager: Subject to the prior written consent of Owner, the individual designated to receive notices on behalf of the Construction Manager, or such other individual designated by the Construction Manager, from time to time, pursuant to written notice in accordance with the Contract Documents.

DD. Project Plans and Specifications: The one hundred percent (100%) construction drawings and specifications prepared by the Architect/Engineer, and any changes, supplements, amendments or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

EE. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 2.3., as such schedule may be amended as provided herein.

FF. Project Site: The site depicted in the Project Plans and Specifications, inclusive of all rights of way, temporary construction easements or licensed or leased sovereign lands.

GG. Pre-operation Testing: All field inspections, installation checks, water tests, performance tests and necessary corrections required of Construction Manager to

demonstrate that individual components of the Work have been properly constructed and do operate in accordance with the Contract Documents for their intended purposes.

HH. Procurement Ordinance: Division 3 of Article IV of Chapter 2 of the Village of Estero Code, as amended from time to time.

II. Punch List Completion Date: The date upon which all previously incomplete or unsatisfactory items, as identified by the Construction Manager, the Architect/Engineer and/or the Owner are completed in a competent and workmanlike manner, consistent with standards for Work of this type and with good building practices in the State of Florida.

JJ. Subcontractor: Any individual (other than a direct employee of the Construction Manager) or organization retained by Construction Manager to plan, construct or equip the Project pursuant to Article IV.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial occupancy of the Project.

LL. Substantial Completion Date: The date on which the Project is deemed to be Substantially Complete, as evidenced by receipt of (i) the Architect/Engineer's certificate of Substantial Completion, (ii) written Acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager to fulfill the Construction Manager's obligations. The Work may constitute the whole or a part of the Project.

OO. Work Directive Change: A written directive to Construction Manager, issued on or after the effective date of the Agreement pursuant to Section 5.8 and signed by Owner's Project Representative, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies.

ARTICLE II
RELATIONSHIP AND RESPONSIBILITIES

2.1 Relationship between Construction Manager and Owner. The Construction Manager accepts the relationship of trust and confidence established with Owner pursuant to the

Contract Documents. The Construction Manager shall furnish its best skill and judgment and cooperate with Owner and Owner's Project Representative in furthering the interests of the Owner accordance with the Contract Documents. The Construction Manager agrees to provide the professional services required to complete the Project consistent with the Owner's direction and the terms of the Contract Documents. All services provided hereunder by Construction Manager, either directly or through Subcontractors, shall be provided in accordance with sound construction practices and applicable professional construction standards.

A. Purpose. The purpose of the Contract Documents is to provide for the provision of construction services for the Project on the Project Site by the Construction Manager, and construction of the Project by the Construction Manager in accordance with the Project Plans and Specifications. The further purpose of the Contract Documents is to define and delineate the responsibilities and obligations of the parties to the Contract Documents and to express the desire of all such parties to cooperate together to accomplish the purposes and expectations of the Contract Documents.

B. Construction Team. The Construction Manager, Owner and Architect/Engineer shall be called the "Construction Team" and shall work together as a team commencing upon full execution of the Contract Documents through Substantial Completion. As provided in Section 2.2, the Construction Manager and Architect/Engineer shall work jointly through completion and shall be available thereafter should additional services be required. The Construction Manager shall provide leadership to the Construction Team on all matters relating to construction. The Construction Manager understands, acknowledges and agrees that the Architect/Engineer shall provide leadership to the Construction Team on all matters relating to design.

C. Owner's Reliance on Bid (or Guaranteed Maximum Price Addendum). The Construction Manager acknowledges that the representations, statements, information and pricing contained in its Bid (or Guaranteed Maximum Price Addendum) have been relied upon by the Owner and have resulted in the award of this Project to the Construction Manager.

2.2 General Construction Manager Responsibilities. In addition to the other responsibilities set forth herein, the Construction Manager shall have the following responsibilities pursuant to the Contract Documents:

A. Personnel. The Construction Manager represents that it has secured, or shall secure, all personnel necessary to perform the Work, none of whom shall be employees of the Owner. Primary liaison between the Construction Manager and the Owner shall be through the Owner's Project Representative and Construction Manager's Project Manager. All of the services required herein shall be performed by the Construction Manager or under the Construction Manager's supervision, and all personnel engaged in the Work shall be fully qualified and shall be authorized or permitted under law to perform such services.

B. Cooperation with Architect/Engineer. The Construction Manager's services shall be provided in conjunction with the services of the Architect/Engineer. In the performance of professional services, the Construction Manager acknowledges that time is critical for Project delivery. The Construction Manager acknowledges that timely construction utilizing the services of an Architect/Engineer and a Construction Manager requires maximum cooperation between all parties.

C. Timely Performance. The Construction Manager shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work, in accordance with the Project Schedule. Verification of estimated Project Schedule goals will be made as requested by the Owner.

D. Duty to Defend Work. In the event of any dispute between the Owner and any Permitting Authority that relates to the quality, completeness or professional workmanship of the Construction Manager's services or Work, the Construction Manager shall, at its sole cost and expense, cooperate with the Owner to defend the quality and workmanship of the Construction Manager's services and Work.

E. Trade and Industry Terminology. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents. It is understood that an item of Work is "reasonably inferable" if the item is known by Construction Manager or reasonably should be known by Construction Manager based on industry standards to be a component of a specific assembly indicated in the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials, or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of Bids (or at the time of execution of the Guaranteed Maximum Price Addendum), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner or Construction Manager, or any of their agents or employees from those set forth in the Contract Documents. Computed dimensions shall govern over scaled dimensions.

2.3 Project Schedule. The Construction Manager, within ten (10) days after being awarded the Guaranteed Maximum Price Amendment, shall prepare and submit for the Owner's and Architect/Engineer's information a Construction Manager's construction schedule for the Work. Notwithstanding anything to the contrary, the parties acknowledge that the Construction Manager may make modifications to the foregoing construction schedule during the first sixty (60) calendar days following the execution of the Guaranteed Maximum Price Amendment in order to fine tune schedule details with its Subcontractors and suppliers and this updated baseline schedule shall thereafter be utilized to measure schedule performance; provided that the dates for Substantial Completion and Final Completion set forth therein shall not be modified without the Owner's prior written consent. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of Work.

A. The Project Schedule shall show a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of Work, subject to review of Owner and Architect/Engineer and approval or rejection by Owner. The Project Schedule shall show, at a minimum, the

approximate dates on which each segment of the Work is expected to be started and finished, the proposed traffic flows during each month, the anticipated earnings by the Construction Manager for each month and the approximate number of crews and equipment to be used. The Project Schedule shall include all phases of procurement, approval of shop drawings, proposed Change Orders in progress, schedules for Change Orders, and performance testing requirements. The Project Schedule shall include a construction commencement date and Project Substantial Completion Date.

B. The Project Schedule shall serve as the framework for the subsequent development of all detailed schedules. The Project Schedule shall be used to verify Construction Manager performance and to allow the Owner's Project Representative to monitor the Construction Manager's efforts.

C. The Project Schedule may be adjusted by the Construction Manager pursuant to Article V. The Owner shall have the right to reschedule Work provided such rescheduling is in accord with the remainder of terms of the Contract Documents.

D. The Construction Manager shall prepare a submittal schedule, promptly after being awarded the Guaranteed Maximum Price Amendment and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect/Engineer's approval. The Architect/Engineer's approval shall not be unreasonably delayed or withheld (which review shall be conducted in no less than 10 days). The submittal schedule shall (1) be coordinated with the Construction Manager's construction schedule, and (2) allow the Architect/Engineer reasonable time to review submittals. If the Construction Manager fails to submit a submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

E. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect/Engineer.

2.4 Construction Services. The Construction Manager shall provide the following Construction Services:

A. Construction of Project. The Construction Manager shall work from the receipt of a Notice to Proceed through the Substantial Completion of the Project in accordance with the terms of the Contract Documents to manage the construction of the Project. The Construction Services provided by the Construction Manager to construct the Project shall include without limitation (1) all services necessary and commensurate with established construction standards, and (2) all services described in the Invitation for Bid subject to the Guaranteed Maximum Price Addendum.

B. Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. Construction Manager shall start to perform the Work on the date specified in the Notice to Proceed, but no Work shall be done at the site prior to the issuance of the Notice to Proceed.

C. Quality of Work. If at any time the labor used or to be used appears to the Owner as insufficient or improper for securing the quality of Work required or the required rate of progress as demonstrated by a delay of at least fourteen (14) days to the critical path of the Schedule due to Inexcusable Delays, the Owner may order the Construction Manager to increase its efficiency or to improve the character of its Work, and the Construction Manager shall conform to such an order. Any such order shall not entitle Construction Manager to any additional compensation or any increase in Contract Time. The failure of the Owner to demand any increase of such efficiency or any improvement shall not release the Construction Manager from its obligation to secure the quality of Work or the rate of progress necessary to complete the Work within the limits imposed by the Contract Documents. The Owner may require the Construction Manager to remove such personnel as the Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment on the Project is deemed to be contrary to the Owner's interest. The Construction Manager shall provide good quality workmanship and shall promptly correct construction defects without additional compensation. Acceptance of the Work by the Owner shall not relieve the Construction Manager of the responsibility for subsequent correction of any construction defects.

D. Materials. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by Architect/Engineer, Construction Manager shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instruction of the applicable supplier except as otherwise provided in the Contract Documents.

E. Accountability for Work. The Construction Manager, in its role as Construction Manager at Risk, shall be solely accountable for its Work, including plans review and complete submittals. The Construction Manager shall be solely responsible for means and methods of construction.

F. Contract Sum. The Construction Manager shall construct the Project so that the Project can be built for a cost not to exceed the Contract Sum.

G. Governing Specifications. The Project shall be constructed in accordance with applicable Owner design standards and guidelines as and to the extent included as a Contract Document. In the absence of specified Owner design standards or guidelines, the Architect/Engineer shall use, and the Construction Manager shall comply with, the most recent version of the applicable FDOT or AASHTO design standards. In general, the Project shall be constructed by the Construction Manager in accordance with applicable industry standards. The Construction Manager shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications or other mandates relevant to the Project or the services to be performed.

H. Adherence to Project Schedule. The development and equipping of the Project shall be undertaken and completed in accordance with the Project Schedule, and within the Contract Time described therein.

I. Superintendent. The Construction Manager shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Construction Manager, and communications given to the superintendent shall be as binding as if given to the Construction Manager.

(1) The Construction Manager, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect/Engineer the name and qualifications of the proposed superintendent. The Architect/Engineer may reply within 14 days to the Construction Manager in writing stating (1) whether the Owner or the Architect/Engineer has reasonable objection to the proposed superintendent or (2) that the Architect/Engineer requires additional time to review. Failure of the Architect/Engineer to reply within 14 days shall constitute notice of no reasonable objection.

(2) The Construction Manager shall not employ a proposed superintendent to whom the Owner or Architect/Engineer has made reasonable and timely objection. The Construction Manager shall not change the superintendent without the Owner's consent, which shall not be unreasonably withheld or delayed.

J. Work Hours. Construction Manager shall provide competent, suitable qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Construction Manager shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto and except as otherwise indicated in the Contract Documents or Village Code, all Work at the site shall be performed during regular working hours, and Construction Manager shall not permit overtime work or the performance of Work on a Saturday, Sunday or legal holiday without Owner's written consent given after prior notice to Architect/Engineer (at least seventy-two (72) hours in advance).

K. Overtime-Related Costs. As a Cost of the Work, Construction Manager shall pay for all additional Architect/Engineering charges, inspection costs and Owner staff time for any overtime work which may be authorized. Such additional charges shall be a subsidiary obligation of Construction Manager and no extra payment shall be made by Owner on account of such overtime work to the extent such overtime work is due solely to Construction Manager's negligent acts or omissions. At Owner's option, such overtime costs may be deducted from Construction Manager's monthly payment request or Construction Manager's retainage prior to release of final payment.

L. Insurance, Overhead and Utilities. Unless otherwise specified, Construction Manager shall furnish and assume full responsibility for all bonds, insurance, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

M. Cleanliness. The Construction Manager shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Construction Manager shall remove waste materials, rubbish, the Construction Manager's tools, construction equipment, machinery and surplus materials from and about the Project Site. Construction Manager shall restore to original conditions all property not designated for alteration by the Contract Documents If the Construction Manager fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from Construction Manager.

N. Loading. Construction Manager shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Construction Manager subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

O. Safety and Protection. Construction Manager shall comply with the OSHA and any local safety regulations. Construction Manager shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Construction Manager shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury or loss to:

(1) All employees on the Work and other persons and organizations who may be affected thereby;

(2) All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project Site; and

(3) Other property at the Project Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

Construction Manager shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection. Construction Manager shall provide and maintain all passageways, guard fences, lights and other facilities for the protection required by public authority or local conditions. Construction Manager shall provide reasonable maintenance of traffic for the public and preservation of the Owner's business, taking into full consideration all local conditions. Construction Manager's duties and responsibilities for safety and protection with regard to the Work shall continue until such time as all the Work is completed.

P. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Project Site or adjacent thereto, Construction Manager, without special instruction or authorization from Architect/Engineer or Owner, shall act to prevent threatened damage, injury or loss. Construction Manager shall give Owner prompt written notice if Construction Manager believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If Owner determines that a change in the Project is required because of the action taken in response to an emergency, a Work Directive

Change or Change Order will be issued to document the consequences of the changes or variation.

Q. Substitutes. For substitutes not included with the Bid (or Guaranteed Maximum Price Addendum), but submitted after the effective date of the Agreement (or Guaranteed Maximum Price Addendum), Construction Manager shall make written application to Architect/Engineer for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from review, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Architect/Engineer in evaluating the proposed substitute. Architect/Engineer may require Construction Manager to furnish at Construction Manager's expense, additional data about the proposed substitute. In rendering a decision, Owner, Architect/Engineer and Construction Manager shall have access to any available Float Time in the Project Schedule. In the event that substitute materials or equipment not included as part of the Bid (or Guaranteed Maximum Price Addendum), but proposed after the effective date of the Contract Documents, are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall be credited to the Owner and an appropriate Change Order executed to adjust the Contract Sum.

(1) If a specific means, method, technique, sequence of procedure of construction is indicated in or required by the Contract Documents, Construction Manager may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to Architect/Engineer if Construction Manager submits sufficient information to allow Architect/Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents.

(2) Architect/Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Architect/Engineer will be the sole judge of acceptability and no substitute will be ordered, installed or utilized without Architect/Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved shop drawing. Owner may require Construction Manager to furnish at Construction Manager's expense a special performance guarantee or other surety with respect to any substitute.

(3) As a Cost of the Work, Construction Manager shall reimburse Owner for the charges of Architect/Engineer and Architect/Engineer's Consultants for evaluating each proposed substitute submitted after the effective date of the Contract Documents and all costs resulting from any delays in the Work while the substitute was undergoing review.

R. Surveys and Stakes. The Construction Manager shall furnish, free of charge, all labor, stakes, surveys, batter boards for structures, grade lines and other materials and supplies and shall set construction stakes and batter boards for establishing lines, position of

structures, slopes and other controlling points necessary for the proper prosecution of the Work. Where rights-of-way, easements, property lines or any other conditions which make the lay-out of the Project or parts of the Project critical are involved, the Construction Manager shall employ a competent surveyor who is registered in the State of Florida for lay-out and staking. These stakes and marks shall constitute the field control by and in accord with which the Construction Manager shall govern and execute the Work. The Construction Manager shall be held responsible for the preservation of all stakes and marks and if for any reason any of the stakes or marks or batter boards become destroyed or disturbed, they shall be immediately and accurately replaced by the Construction Manager.

S. Suitability of Project Site. The Construction Manager will prior to GMP Amendment satisfy itself as to the visible or otherwise disclosed nature and location of the Work and all other such matters which can in any way affect the Work, including, but not limited to details pertaining to borings to the extent provided to Construction Manager, as shown on the drawings. Such boring information is not guaranteed to be more than a general indication of the materials likely to be found adjacent to holes bored at the Project Site, approximately at the locations indicated. The Construction Manager has examined boring data, where available, made its own interpretation of the subsurface conditions and other preliminary data to the extent disclosed or included as a Contract Document, and has based its Bid (or Guaranteed Maximum Price Addendum) on its own opinion of the conditions likely to be encountered. Except as specifically provided in Sections 2.4.U., 5.4 and 5.5, no extra compensation or extension of time will be considered for any visible or otherwise disclosed Project Site conditions that existed at the time of bidding (or at the time of execution of the Guaranteed Maximum Price Addendum). No verbal agreement or conversation with any officer, agent or employee of the Owner, before or after the execution of the Agreement, shall affect or modify any of the terms or obligations herein contained.

T. Project Specification Errors. If the Construction Manager, in the course of the Work, finds that the drawings, specifications or other Contract Documents cannot be followed, the Construction Manager shall immediately inform the Owner in writing, and the Owner shall promptly check the accuracy of the information. Any Work done after such discovery, until any necessary changes are authorized, will be done at the Construction Manager's sole risk of non-payment and delay.

U. Remediation of Contamination: Owner and Construction Manager recognize that remediation of subsurface conditions may be necessary due to potential hazardous materials contamination for which the Owner recognizes Construction Manager is not responsible. Because the presence or extent of any contamination is not known, Construction Manager shall include no cost in the Contract Sum, and no time in the Project Schedule, for cost or delays that might result from any necessary remediation. Construction Manager shall use all reasonable efforts in scheduling the Project to minimize the likelihood that remediation delays construction. Any hazardous materials remediation Work which Construction Manager agrees to perform shall be done pursuant to a Change Order or amendment consistent with the following:

(1) The dates of Substantial Completion shall be equitably adjusted based on delays, if any, incurred in connection with remediation efforts.

(2) Construction Manager, and any Subcontractors which have mobilized on the Project Site, shall be paid for demonstrated costs of overhead

operations at the Project Site during any period of delay in excess of seven (7) days, except to the extent that Work proceeds concurrently with remediation. The categories of costs to be reimbursed are limited to those reasonably incurred at the jobsite during the delay period (such as trailers or offices, telephones, faxes, and the like); equipment dedicated to the Project and located at the Project Site; salaries and associated costs of personnel dedicated to the Project to the extent that they do not perform Work on other projects; and other jobsite costs that are reasonable and which are incurred during the delay period. Subcontractors and suppliers which have not mobilized are limited to the costs set forth in Section 2.4.U(3).

(3) Construction Manager and any Subcontractor or supplier on the Project who is eligible for compensation shall be paid any demonstrated costs of escalation in materials or labor, and reasonable costs of off-site storage of materials identified to the Project, arising as a result of any delay in excess of seven (7) days. The Construction Manager, Subcontractors and suppliers are obligated to take all reasonable steps to mitigate escalation costs, such as through early purchase of materials.

(4) All direct costs of remediation services incurred by the Construction Manager and its Subcontractors.

(5) Construction Manager, for itself and all Subcontractors and suppliers on the Project, hereby agrees that the extension of time for delays under Section 2.4.U(1), and payment of the costs identified in Sections 2.4.U(2) and/or Section 2.4.U(3) and Section 2.4.U(4), are the sole remedies for costs and delays described in this Section, and waives all claims and demands for extended home office overhead (including, but not limited to, "Eichleay" claims), lost profit or lost opportunities, and any special, indirect, or consequential damages arising as a result of delays described in this Section. The Contract Sum shall be adjusted to reflect payment of allowable costs.

(6) If any delay described in this section causes the time or cost for the Project to exceed the Contract Time or the Contact Sum, then the Owner may terminate the Agreement pursuant to Section 14.4.

(7) Construction Manager and any Subcontractor or supplier seeking additional costs under this Section 2.4.U. shall promptly submit estimates or any costs as requested by Owner, and detailed back-up for all costs when payment is sought or whenever reasonably requested by Owner. All costs are auditable, at Owner's discretion. Bid, estimate and pricing information reasonably related to any request for additional compensation will be provided promptly upon request.

(8) Construction Manager shall include provisions in its subcontracts and purchase orders consistent with this Section.

V. Interfacing.

(1) The Construction Manager shall take such measures as are necessary to ensure proper construction and delivery of the Project, including but not limited to providing that all procurement of long-lead items, the separate construction Subcontractors, and the general conditions items are performed without duplication or overlap to maintain completion of all Work on schedule. Particular attention shall be given to provide that each Subcontractor bid package clearly identifies the Work included in that particular separate subcontract, its scheduling for start and completion, and its relationship to other separate contractors.

(2) Without assuming any design responsibilities of the Architect/Engineer, the Construction Manager shall include in the Progress Reports required under this Section 2.4 comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that the Architect/Engineer may arrange for necessary corrections.

W. Job Site Facilities. The Construction Manager shall arrange for all job site facilities required and necessary to enable the Construction Manager and Architect/Engineer to perform their respective duties and to accommodate any representatives of the Owner which the Owner may choose to have present on the job.

X. Weather Protection. The Construction Manager shall provide temporary enclosures of building areas in order to assure orderly progress of the Work during periods when extreme weather conditions are likely to be experienced. The Construction Manager shall also be responsible for providing weather protection for Work in progress and for materials stored on the Project Site. A contingency plan shall be prepared upon request of the Owner for weather conditions that may affect the construction.

Y. Payment and Performance Bond. Prior to the construction commencement date, the Construction Manager shall obtain, for the benefit of and directed to the Owner, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the Construction Manager of its obligations under the Contract Documents, including but not limited to the construction of the Project on the Project Site and the payment of all obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the Construction Manager to provide the Payment and Performance Bond shall be approved by the Owner prior to the issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that the surety is rated A or better by Best's Key Guide, latest edition.

Z. Construction Phase; Building Permit; Code Inspections. Unless otherwise provided, Construction Manager shall obtain and pay for all construction permits and licenses. Owner shall assist Construction Manager, when necessary, in obtaining such permits and licenses. Construction Manager shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

(1) Building Permit. The Owner and Architect/Engineer shall provide such information to any Permitting Authority as is necessary to obtain approval from the Permitting Authority to commence construction prior to beginning construction. The Construction Manager shall pull any required building permit, and shall be responsible for delivering and posting the building permit at the Project Site prior to the commencement of construction. The cost of the building permit is included in the Contract Sum. The Owner and Architect/Engineer shall fully cooperate with the Construction Manager when and where necessary.

(2) Code Inspections. The Project requires detailed code compliance inspection during construction in disciplines determined by any Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing general building and fire. The Construction Manager shall notify the appropriate inspector(s) and the Architect/Engineer, no less than 24 hours in advance, when the Work is ready for inspection and before the Work is covered up. All inspections shall be made for conformance with the applicable ordinances and building codes. Costs for all re-inspections of Work found defective and subsequently repaired shall not be included as Project Costs and shall be borne by the Construction Manager or as provided in the contract between Construction Manager and Subcontractor.

(3) Construction Manager's Personnel. The Construction Manager shall maintain sufficient off-site support staff and competent full-time staff at the Project Site authorized to act on behalf of the Construction Manager to coordinate, inspect, and provide general direction of the Work and progress of the Subcontractors. At all times during the performance of the Work, the Owner shall have the right to demand replacement of Construction Manager Personnel to whom the Owner has reasonable objection, without liability to the Construction Manager.

(4) Lines of Authority. To provide general direction of the Work, the Construction Manager shall establish and maintain lines of authority for its personnel and shall provide this information to the Owner and all other affected parties, such as the code inspectors of any Permitting Authority, the Subcontractors, and the Architect/Engineer. The Owner and Architect/Engineer may attend meetings between the Construction Manager and his Subcontractors; however, such attendance is optional and shall not diminish either the authority or responsibility of the Construction Manager to administer the subcontracts.

AA. Quality Control. The Construction Manager shall develop and maintain a program, acceptable to the Owner and Architect/Engineer, to assure quality control of the construction. The Construction Manager shall be responsible for and supervise the Work of all Subcontractors, providing instructions to each when their Work does not conform to the requirements of the Project Plans and Specifications, and the Construction Manager shall continue to coordinate the Work of each Subcontractor to ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should a disagreement occur between the Construction Manager and the Architect/Engineer over the acceptability of the Work, the Owner, at its sole discretion and in addition to any other remedies provided herein, shall have the right to determine the acceptability, provided that such determination is consistent with standards for construction projects of this type and generally accepted industry standards for workmanship in the State of Florida.

BB. Management of Subcontractors. All Subcontractors shall be compensated in accordance with Article IV. The Construction Manager shall solely control the Subcontractors. The Construction Manager shall negotiate all Change Orders and Field Orders with all affected Subcontractors and shall review the costs and advise the Owner and Architect/Engineer of their validity and reasonableness, acting in the Owner's best interest. When there is an imminent threat to health and safety, and Owner's Project Representative concurrence is impractical, the Construction Manager shall act immediately to remove the threats to health and safety and shall subsequently fully inform Owner of all such action taken. The Construction Manager shall also carefully review all shop drawings and then forward the same to the Architect/Engineer for review and actions. The Architect/Engineer will transmit them back to the Construction Manager, who will then issue the shop drawings to the affected Subcontractor for fabrication or revision. The Construction Manager shall maintain a suspense control system to promote expeditious handling. The Construction Manager shall request the Architect/Engineer to make interpretations of the drawings or specifications requested of him by the Subcontractors and shall maintain a business system to promote timely response. The Construction Manager shall inform the Architect/Engineer which shop drawings or requests for clarification have the greatest urgency, so as to enable the Architect/Engineer to prioritize requests coming from the Construction Manager. The Construction Manager shall advise the Owner and Architect/Engineer when timely response is not occurring on any of the above.

CC. Job Requirements.

(1) The Construction Manager shall provide each of the following as a part of its services hereunder:

(a) Maintain a log of daily activities, including manpower records, equipment on site, weather, delays, major decisions, etc;

(b) Maintain a roster of companies on the Project with names and telephone numbers of key personnel;

(c) Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline;

(d) Provide labor relations management and equal opportunity employment for a harmonious, productive Project;

(e) Provide and administer a safety program for the Project and monitor for subcontractor compliance without relieving them of responsibilities to perform Work in accordance with best acceptable practice;

(f) Provide a quality control program as provided under Section 2.4.C above;

(g) Provide miscellaneous office supplies that support the construction efforts which are consumed by its own forces;

(h) Provide for travel to and from its home office to the Project Site and to those other places within Lee County as required by the Project;

(i) Verify that tests, equipment, and system start-ups and operating and maintenance instructions are conducted as required and in the presence of the required personnel and provide adequate records of same to the Architect/Engineer;

(j) Maintain at the job site or web-based orderly files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Agreement, Owner/Architect/Engineer's clarifications and interpretations of the Contract Documents, progress reports, as-built drawings, and other project related documents;

(k) Keep a diary or logbook, recording hours on the job site, weather conditions, data relative to questions of extras or deductions; list of visiting officials and representatives or manufacturers, fabricators, suppliers and distributors; daily activities, decisions, observations in general and specific observations in more detail as in the case of observing test procedures, and provide copies of same to Owner/Architect/Engineer;

(l) Record names, addresses and telephone numbers of all Contractors, Subcontractors and major suppliers of materials and equipment;

(m) Furnish Owner/Architect/Engineer periodic reports, as required, of progress of the Work and Construction Manager's compliance with the approved progress schedule and schedule of shop drawing submissions;

(n) Consult with Owner/Architect/Engineer in advance of scheduling major tests, inspections or start of important phases of the Work;

(o) Verify, during the course of the Work, that certificates, maintenance and operations manuals and other data required to be assembled and furnished are applicable to the items actually installed, and deliver same to Owner/Architect/Engineer for review prior to final Acceptance of the Work; and

(p) Cooperate with Owner in the administration of grants.

(2) The Construction Manager shall provide personnel and equipment, or shall arrange for separate Subcontractors to provide each of the following as a Project Cost:

(a) Services of independent testing laboratories, and provide the necessary testing of materials to ensure conformance to contract requirements; and

(b) Printing and distribution of all required bidding documents and shop drawings, including the sets required by Permitting Authority inspectors.

DD. As-Built Drawings. The Construction Manager shall continuously review as-built drawings and mark up progress prints to provide as much accuracy as possible. Prior to, and as a requirement for authorizing final payment to the Construction Manager due hereunder, the Construction Manager shall provide to the Owner an original set of marked-up, as-built Project Plans and Specifications and an electronic format of those records showing the location and dimensions of the Project as constructed, which documents shall be certified as being correct by the Construction Manager and the Architect/Engineer. Final as-built drawings shall be signed and sealed by a registered Florida surveyor.

EE. Progress Reports. The Construction Manager shall forward to the Owner, as soon as practicable after the first day of each month, a summary report of the progress of the various parts of the Work under the Contract, in fabrication and in the field, stating the existing status, estimated time of completion and cause of delay, if any. Together with the summary report, the Construction Manager shall submit any necessary revisions to the original schedule for the Owner's review and approval. In addition, more detailed schedules may be required by the Owner for daily traffic control.

FF. Construction Manager's Warranty. The Construction Manager warrants to the Owner and Architect/Engineer that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Construction Manager further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements will be considered defective. The Construction Manager's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Construction Manager, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect/Engineer, the Construction Manager shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(1) Construction Manager shall use its best efforts and due diligence to ensure that during the warranty period, those entities or individuals who have provided direct warranties to the Owner as required by the Contract Documents perform all required warranty Work in a timely manner and at the sole cost and expense of such warranty providers. Any such cost or expense not paid by the warranty providers (excluding manufacturer warranties) shall be paid by the Construction Manager, to include any costs and attorney's fees incurred in warranty-related litigation between Construction Manager and any Subcontractors.

(2) The Construction Manager shall secure guarantees and warranties of Subcontractors, equipment suppliers and materialmen, and assemble and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation. The Construction Manager shall collect and deliver to the Owner any specific written guaranties or warranties given by others as required by subcontracts.

(3) At the Owner's request, the Construction Manager shall conduct, jointly with the Owner and the Architect/Engineer, no more than two (2) warranty inspections within three (3) years after the Substantial Completion Date.

GG. Apprentices. If Construction Manager employs apprentices, their performance of Work shall be governed by and comply with the provisions of Chapter 446, Florida Statutes.

HH. Schedule of Values. Unit prices shall be established for this Contract by the submission of a schedule of values within ten (10) days of receipt of the Notice to Proceed. The schedule shall include quantities and prices of items equaling the Contract Sum and will subdivide the Work into components in sufficient detail to serve as the basis for progress payments during construction. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work. Upon request of the Owner, the Construction Manager shall support the values with data which will substantiate their correctness.

II. Other Contracts. Excepting Work covered by Construction Manger's building permit, the Owner reserves the right to let other Contracts in connection with this Work. The Construction Manager shall afford other contractors reasonable opportunity for the introduction and storage of their materials and execution of their Work, and promptly connect and coordinate the Work with theirs.

ARTICLE III
COMPENSATION

3.1 Compensation. The Contract Sum constitutes the total compensation (subject to authorized adjustments) payable to Construction Manager for performing the Work. All duties,

responsibilities and obligations assigned to or undertaken by Construction Manager shall be at Construction Manager's expense without change in the Contract Sum.

A. Adjustments. The Contract Sum may only be changed by Change Order or by a written amendment. Any claim for an increase or decrease in the Contract Sum shall be based on written notice delivered by the party making the claim to the other party. Notice of the amount of the claim with supporting data shall be delivered within fifteen (15) days from the beginning of such occurrence and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. Failure to deliver a claim within the requisite 15–day period shall constitute a waiver of the right to pursue said claim.

B. Valuation. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways (at Owner's discretion):

(1) In the case of Unit Price Work, in accordance with Section 3.1.C, below; or

(2) By mutual acceptance of lump sum; or

(3) On the basis of the cost of the Work, plus a negotiated Construction Manager's fee for overhead and profit. Construction Manager shall submit an itemized cost breakdown together with supporting data.

C. Unit Price Work. The unit price of an item of Unit Price Work shall be subject to re-evaluation and adjustment pursuant to a requested Change Order under the following conditions:

(1) If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Sum and the variation in the quantity of the particular item of Unit Price Work performed by Construction Manager differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and

(2) If there is no corresponding adjustment with respect to any other item of Work; and

(3) If Construction Manager believes that it has incurred additional expense as a result thereof; or

(4) If Owner believes that the quantity variation entitles it to an adjustment in the unit price; or

(5) If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

3.2 Schedule of Compensation. All payments for services and material under the Contract Documents shall be made in accordance with the following provisions.

A. Periodic Payments for Services. The Construction Manager shall be entitled to receive payment for Construction Services rendered pursuant to Section 2.4 in periodic payments which shall reflect a fair apportionment of cost and schedule of values of services furnished prior to payment, subject to the provisions of this Section.

B. Payment for Materials and Equipment. In addition to the periodic payments authorized hereunder, payments may be made for material and equipment not incorporated in the Work but delivered and suitably stored at the Project Site, or another location, subject to prior approval and acceptance by the Owner on each occasion.

C. Credit toward Contract Sum. All payments for Construction Services made hereunder shall be credited toward the payment of the Contract Sum as Construction Manager's sole compensation for the construction of the Project.

3.3 Invoice and Payment. All payments for services and materials under the Contract Documents shall be invoiced and paid in accordance with the following provisions.

A. Invoices. The Construction Manager shall submit to the Owner periodic invoices for payment, in a form acceptable to the Owner, which shall include a sworn statement certifying that, to the best of the Construction Manager's knowledge, information and belief, the construction has progressed to the point indicated, the quality and the Work covered by the invoice is in accord with the Project Plans and Specifications, and the Construction Manager is entitled to payment in the amount requested, along with the cost reports required pursuant to Article II, showing in detail all monies paid out, Project Costs accumulated, or Project Cost incurred during the previous period. This data shall be attached to the invoice.

B. Additional Information; Processing of Invoices. Should an invoiced amount appear to exceed the Work effort believed to be completed, the Owner may, prior to processing of the invoice for payment, require the Construction Manager to submit satisfactory evidence to support the invoice. All progress reports and invoices shall be delivered to the attention of the Owner's Project Representative. Invoices not properly prepared (mathematical errors, billing not reflecting actual Work done, no signature, etc.) shall be returned to the Construction Manager for correction.

C. Architect/Engineer's Approval. Payment for Work completed shall be subject to the Architect/Engineer approving the payment requested by the Construction Manager and certifying the amount thereof that has been properly incurred and is then due and payable to the Construction Manager, and identifying with specificity any amount that has not been properly incurred and that should not be paid. Architect/Engineer shall certify the amount requested by the Construction Manager within seven (7) days of its receipt of the Application for Payment. If the Architect/Engineer is unable to certify payment in the amount of the Application, the Architect/Engineer will notify the Contractor and Owner of any amounts it cannot certify, and make a revised Certificate of Payment. In the event the Architect/Engineer determines to make such revised Certificate of Payment, Architect/Engineer shall also issue a written, itemized list of specific items for which it is withholding certification, the bases therefore and the specific dollar amounts withheld for each such item. All undisputed amounts shall be certified for payment by the Architect/Engineer.

D. Warrants of Construction Manager with Respect to Payments. The Construction Manager warrants that (1) upon payment of any retainage, materials and equipment covered by a partial payment request will pass to Owner either by incorporation in construction or upon receipt of payment by the Construction Manager, whichever occurs first; (2) Work, materials and equipment covered by previous partial payment requests shall be free and clear of liens, claims, security interests, or encumbrances, hereinafter referred to as "liens"; and (3) no Work, materials or equipment covered by a partial payment request which has been acquired by the Construction Manager or any other person performing Work at the Project Site, or furnishing materials or equipment for the Project, shall be subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Construction Manager or any other person.

E. All Compensation Included. Construction Manager's compensation includes full payment for services set forth in the Contract Documents, including but not limited to overhead, profit, salaries or other compensation of Construction Manager's officers, partners and/or employees, general operating expenses incurred by Construction Manager and relating to this Project, including the cost of management, supervision and data processing staff, job office equipment and supplies, and other similar items.

ARTICLE IV
SUBCONTRACTORS

4.1 Subcontracts. At the Owner's request, the Construction Manager shall provide Owner's Project Representative with copies of all proposed and final subcontracts, including the general and supplementary conditions thereof.

A. Subcontracts Generally. All subcontracts shall: (1) require each Subcontractor to be bound to Construction Manager to the same extent Construction Manager is bound to Owner by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor, (2) provide for the assignment of the subcontracts from Construction Manager to Owner at the election of Owner, upon termination of Construction Manager, (3) provide that Owner will be an additional indemnified party of the subcontract, (4) provide that Owner will be an additional insured on all insurance policies required to be provided by the Subcontractor, except workers' compensation, (5) assign all warranties directly to Owner, and (6) identify Owner as a limited intended third-party beneficiary of the subcontract for enforcement of warranties after Substantial Completion.

(1) A Subcontractor is a person or entity who has a direct contract with Construction Manager to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

(2) A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

B. No Damages for Delay. Except when otherwise expressly agreed to by Owner in writing, all subcontracts shall provide a provision consistent with the following:

> "LIMITATION OF REMEDIES – NO DAMAGES FOR DELAY. The Subcontractor's exclusive remedy for delays in the performance of the contract caused by events beyond its control, including delays claimed to be caused by the Owner or Architect/Engineer or attributable to the Owner or Architect/Engineer and including claims based on breach of contract or negligence, shall be an extension of its contract time and shall in no way involve any monetary claim."

Each subcontract shall require that any claims by the Subcontractor for delay must be submitted to the Construction Manager within the time and in the manner in which the Construction Manager must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting claims shall result in the waiver of such claims.

C. Subcontractual Relations. The Construction Manager shall require each Subcontractor to assume all the obligations and responsibilities which the Construction Manager owes the Owner pursuant to the Contract Documents, by the parties to the extent of the Work to be performed by the Subcontractor. Said obligations shall be made in writing and shall preserve and protect the rights of the Owner and Architect/Engineer, with respect to the Work to be performed by the Subcontractor, so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Construction Manager shall require each Subcontractor to enter into similar agreements with its sub-subcontractors.

D. Insurance; Acts and Omissions. Insurance requirements for Subcontractors shall be consistent with Construction Manager's standard form subcontract and design consultant agreements. The Construction Manager shall be responsible to the Owner for the acts and omissions of its employees, agents, Subcontractors, their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Construction Manager.

4.2 Relationship and Responsibilities. Except as specifically set forth herein with respect to direct materials acquisitions by Owner, nothing contained in the Contract Documents or in any Contract Document does or shall create any contractual relation between the Owner or Architect/Engineer and any Subcontractor. Specifically, and subject only to Section 3.3 of the Agreement, the Construction Manager is not acting as an agent of the Owner with respect to any Subcontractor. The utilization of any such Subcontractor shall not relieve Construction Manager from any liability or responsibility to Owner, or obligate Owner to the payment of any compensation to the Subcontractor or additional compensation to the Construction Manager.

4.3 Payments to Subcontractors; Monthly Statements. The Construction Manager shall be responsible for paying all Subcontractors from the payments made by the Owner to Construction Manager pursuant to Article III, subject to the following provisions:

A. Payment. The Construction Manager shall, no later than ten (10) days after receipt of payment from the Owner, out of the amount paid to the Construction Manager on account of such Subcontractor's Work, pay to each Subcontractor the amount to which the Subcontractor is entitled in accordance with the terms of the Construction Manager's contract

with such Subcontractor. The Construction Manager shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-Subcontractors in a similar manner. After receipt of payment from Owner, if the need should arise to withhold payments to Subcontractors for any reason, as solely determined by Construction Manager, the Construction Manager shall promptly restore such monies to the Owner, adjusting subsequent pay requests and Project bookkeeping as required.

B. Final Payment of Subcontractors. The final payment of retainage to Subcontractors shall not be made until the Project has been inspected by the Architect/Engineer or other person designated by the Owner for that purpose, and until both the Architect/Engineer and the Construction Manager have issued a written certificate that the Project has been constructed in accordance with the Project Plans and Specifications and approved Change Orders. Before issuance of final payment to any Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted, and instruction for the Owner's operating and maintenance personnel is complete. Final payment may be made to certain select Subcontractors whose Work is satisfactorily completed prior to the completion of the Project, but only upon approval of the Owner's Project Representative.

4.4 Responsibility for Subcontractors. As provided in Section 2.4.BB, and subject only to Section 3.3 of the Agreement, Construction Manager shall be fully responsible to Owner for all acts and omissions of the Subcontractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect Contract with Construction Manager just as Construction Manager is responsible for Construction Manager's own acts and omissions.

4.5 Contingent Assignment of Subcontracts. Each subcontract agreement for a portion of the Work is assigned by the Construction Manager to the Owner, provided that:

(1) assignment is effective only after termination of the Contract by the Owner for cause pursuant to Article XIV and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Construction Manager in writing; and

(2) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Agreement.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Construction Manager's rights and obligations under the subcontract. Upon such assignment, if the Work has been suspended for more than thirty (30) days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension. Upon such assignment to the Owner, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all the successor contractor's obligations under the subcontract.

ARTICLE V

CHANGES IN WORK

5.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Work Directive Change or order for a minor change in the Work, subject to the limitations stated in this Article V and elsewhere in the Contract Documents. A Change Order shall be based upon agreement among the Owner, Construction Manager and Architect/Engineer; a Work Directive Change requires agreement by the Owner and Architect/Engineer and may or may not be agreed to by the Construction Manager; an order for a minor change in the Work may be issued by the Architect/Engineer alone. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Construction Manager shall proceed promptly, unless otherwise provided in the Change Order, Work Directive Change or order for a minor change in the Work.

5.2 Minor Changes in the Work. The Owner or Architect/Engineer shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such change will be affected by written order signed by the Architect/Engineer and shall be binding on the Owner and Construction Manager. The Construction Manager shall abide by and make such minor changes. Such changes shall be affected by a Field Directive. Documentation of changes shall be determined by the Construction Team, and displayed monthly in the Progress Reports. Because such changes shall not affect the Contract Sum to be paid to the Construction Manager, they shall not require a Change Order pursuant to Section 5.6.

5.3 Emergencies. In any emergency affecting the safety of persons or property, the Construction Manager shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Construction Manager on account of emergency Work shall be determined as provided in Section 5.6. However, whenever practicable, the Construction Manager shall obtain verbal concurrence of the Owner's Project Representative and Architect/Engineer where the act will or may affect the Contract Sum or Contract Time.

5.4 Concealed Conditions. If the Construction Manager encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Construction Manager shall promptly provide notice to the Owner and the Architect/Engineer before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. The Architect/Engineer will promptly investigate such conditions and, if the Architect/Engineer determines that they differ materially and cause an increase or decrease in the Construction Manager's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect/Engineer determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect/Engineer shall promptly notify the Owner and Construction Manager in writing, stating the reasons. If either party disputes the Architect/Engineer's determination or recommendation, that party may proceed as provided in Article VIII.

5.5 Hazardous Materials. In the event the Construction Manager encounters on the Project Site material reasonably believed to be hazardous, petroleum or petroleum related products, or other hazardous or toxic substances, except as provided in Section 2.4.U, the Construction Manager shall immediately stop Work in the area affected and report the condition to the Owner and the Architect/Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written amendment, if in fact the material or substance has not been rendered harmless. The Work in the affected area shall be resumed when the Project Site has been rendered harmless, in accordance with the final determination by the Architect/Engineer or other appropriate professional employed by Owner. The Construction Manager shall not be required to perform without its consent any Work relating to hazardous materials, petroleum or petroleum related products, or other hazardous or toxic substances. In the event the Construction Manager encounters on the Project Site materials believed in good faith to be hazardous or contaminated material, and the presence of such hazardous or contaminated material was not known and planned for at the time the Construction Manager submitted its Bid (or Guaranteed Maximum Price proposal), and it is necessary for the Construction Manager to stop Work in the area affected and delays Work, adjustments to the Contract Sum and/or Contract Time shall be made in accordance with this Article V.

5.6 Change Orders; Adjustments to Contract Sum.

A. Change Orders Generally. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Contract Documents shall be determined:

(1) By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Architect/Engineer and Owner; or

(2) By unit prices stated in the Agreement or subsequently agreed upon; or

(3) By any other method mutually agreeable to Owner and Construction Manager.

If Owner and Construction Manager are unable to agree upon increases or decreases in the Contract Sum and the Architect/Engineer certifies that the work needs to be commenced prior to any such agreement, the Construction Manager, provided it receives a written Work Directive Change signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner, through the Architect/Engineer, will establish an estimated cost of the Work and the Construction Manager shall not perform any Work whose cost exceeds that estimated without prior written approval by the Owner. In such case, the Construction Manager shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum to be allowed by the Construction Manager to the Owner for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

5.7 Unit Prices. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change

Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Construction Manager, the applicable unit prices and Contract Sum shall be equitably adjusted.

5.8 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or a Work Directive Change, as the case may be. Upon receipt of any such document, Construction Manager shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). A Work Directive Change may not change the Contract Sum or the Contract Time; but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Sum or Contract Time.

Pending final determination of the total cost of a Work Directive Change to the Owner, the Construction Manager may request payment for Work completed under the Work Directive Change in Applications for Payment. The Architect/Engineer will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect/Engineer determines, in the Architect/Engineer's professional judgment, to be reasonably justified. The Architect/Engineer's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article VIII. Notwithstanding the foregoing, Construction Manager shall not be required to proceed with a Work Directive Change if the aggregate of the outstanding, unpaid Work Directive Change exceeds $250,000.

5.9 Unauthorized Work. Construction Manager shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents.

5.10 Defective Work. Owner and Construction Manager shall execute appropriate Change Orders (or written amendments) covering changes in the Work which are ordered by Owner, or which may be required because of acceptance of defective Work, without adjustment to the Contract Sum.

5.11 Estimates for Changes. At any time Architect/Engineer may request a quotation from Construction Manager for a proposed change in the Work. Within twenty-one (21) calendar days after receipt, Construction Manager shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Architect/Engineer shall have twenty one (21) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Architect/Engineer of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Construction Manager shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial.

5.12 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

5.13 Changes to Contract Time. The Contract Time may only be changed pursuant to a Change Order or a written amendment to the Contract Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within fifteen (15) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of Construction Manager. Such delays shall include, but not be limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God, Excusable Delay and Compensable Delay. Failure to deliver a written notice of claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VI
ROLE OF ARCHITECT/ENGINEER

6.1 General.

A. Retaining. Subject to Section 3.3, the Owner shall retain an Architect/Engineer (whether an individual or an entity) lawfully licensed to practice in Florida. That person or entity is identified as the Architect/Engineer in the Agreement and is referred to throughout the Contract Documents as if singular in number.

B. Duties. Duties, responsibilities and limitations of authority of the Architect/Engineer as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect/Engineer. Consent shall not be unreasonably withheld.

C. Termination. If the employment of the Architect/Engineer is terminated, the Owner shall employ (or cause to be employed) a successor Architect/Engineer as to whom the Construction Manager has no reasonable objection and whose status under the Contract Documents shall be that of the Architect/Engineer.

6.2 Administration. The Architect/Engineer will provide administration of the Agreement as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect/Engineer approves the final Application for Payment. The Architect/Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

A. Site Visits. The Architect/Engineer will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work complete, and to determine in general if the Work observed is being performed in a manner indicating that the

Work, when fully completed, will be in accordance with the Contract Documents. Unless specifically instructed by Owner, the Architect/Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect/Engineer will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Construction Manager's rights and responsibilities under the Contract Documents.

B. Reporting. On the basis of the site visits, the Architect/Engineer will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Construction Manager, and (2) defects and deficiencies observed in the Work. The Architect/Engineer will not be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect/Engineer will not have control over or charge of and will not be responsible for acts or omissions of the Construction Manager, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

6.3 Interpretation of Project Plans and Specifications. The Architect/Engineer will be the interpreter of the requirements of the Project Plans and Specifications. Upon receipt of comments or objections by Construction Manager or Owner, the Architect/Engineer will make decisions on all claims, disputes, or other matters pertaining to the interpretation of the Project Plans and Specifications.

6.4 Rejection of Non-Conforming Work. Upon consultation with Owner, the Architect/Engineer shall have the authority to reject Work which does not conform to the Project Plans and Specifications.

6.5 Correction of Work. The Construction Manager shall promptly correct all Work rejected by the Architect/Engineer for being defective or as failing to conform to the Project Plans and Specifications, whether observed before or after the Substantial Completion Date and whether or not fabricated, installed, or completed. The Construction Manager shall bear all costs of correcting such rejected Work, including compensation for Architect/Engineer's additional services made necessary thereby and reimbursable as a Cost of the Work subject to available contingency.

6.6 Timely Performance of Architect/Engineer. The Construction Manager shall identify which requests for information or response from the Architect/Engineer have the greatest urgency and those items which require prioritizing in response by the Architect/Engineer. The Construction Manager shall also identify the preferred time period for response and shall request a response time which is reasonably and demonstrably related to the needs of the Project and Construction Manager. Notwithstanding the foregoing, The Architect/Engineer's responses to submittals and shop drawings shall be provided no later than ten (10) days after receipt of the same and responses to requests for information shall be provided no later than five (5) days after receipt of the same. If Architect/Engineer claims that Construction Manager's expectations for a response are unreasonable, Owner shall require Architect/Engineer to communicate such claim to Construction Manager in writing together with the specific time necessary to respond and the date upon which such response will be made. In the event that Construction Manager believes that Architect/Engineer is not providing timely

services or responses, Construction Manager shall notify Owner of same in writing not less than two (2) weeks before Construction Manager believes performance or response time from Architect/Engineer is required without risk of delaying the Project.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 Project Site; Title. The Owner shall provide the lands upon which the Work under the Contract Documents is to be done, except that the Construction Manager shall provide all necessary additional land required for the erection of temporary construction facilities and storage of his materials, together with right of access to same. The Owner hereby represents to the Construction Manager that it currently has and will maintain up through and including the Substantial Completion Date, good title to all of the real property constituting the Project Site. Owner agrees to resolve, at its expense, any disputes relating to the ownership and use of the Project Site which might arise during the course of construction.

7.2 Project Plans and Specifications; Architect/Engineer. The parties hereto acknowledge and agree that Owner has previously entered into an agreement with Architect/Engineer. Pursuant to the terms of such agreement, the Architect/Engineer, as an agent and representative of Owner, is responsible for the preparation of Project Plans and Specifications which consist of drawings, specifications, and other documents setting forth in detail the requirements for the construction of the Project. All of such Project Plans and Specifications shall be provided either by Owner or the Architect/Engineer, and Construction Manager shall be under no obligation to provide same and shall be entitled to rely upon the accuracy and completeness of the Project Plans and Specifications provided by the Architect/Engineer and all preliminary drawings prepared in connection therewith. The Construction Manager will be furnished a reproducible set of all drawings and specifications reasonably necessary for the performance of Construction Manager's services hereunder and otherwise ready for printing. The Construction Manager shall be notified of any written modification in the agreement between Owner and Architect/Engineer.

7.3 Surveys; Soil Tests and Other Project Site Information. Owner shall be responsible for providing a legal description and certified land survey of the Project Site in a form and content and with such specificity as may be required by the Architect/Engineer and Construction Manager to perform their services. To the extent deemed necessary by Owner and Architect/Engineer, and solely at Owner's expense, Owner may engage the services of a geotechnical consultant to perform test borings and other underground soils testing as may be deemed necessary by the Architect/Engineer or the Construction Manager. Construction Manager shall not be obligated to provide such surveys or soil tests and shall be entitled to rely upon the accuracy and completeness of the information provided; subject, however, to the provisions of Section 2.4.S hereof. Owner shall provide Construction Manager, as soon as reasonably possible following the execution of the Contract Documents, all surveys or other survey information in its possession describing the physical characteristics of the Project Site, together with soils reports, subsurface investigations, utility locations, deed restrictions, easements, and legal descriptions then in its possession or control. Upon receipt of all surveys, soils tests, and other Project Site information, Construction Manager shall promptly advise Owner of any inadequacies in such information and of the need for any additional surveys, soils or subsoil tests. In performing this Work, Construction Manager shall use the standard of care of experienced contractors and will use its best efforts timely to identify all problems or omissions.

Owner shall not be responsible for any delay or damages to the Construction Manager for any visible or disclosed site conditions or disclosed deficiencies in the Project Site which should have been identified by Construction Manager and corrected by Owner prior to the execution of the Contract Documents.

7.4 Information; Communication; Coordination. The Owner's Project Representative shall examine any documents or requests for information submitted by the Construction Manager and shall advise Construction Manager of Owner's decisions pertaining thereto within a reasonable period of time to avoid unreasonable delay in the progress of the Construction Manager's services. Construction Manager shall indicate if any such documents or requests warrant priority consideration. However, decisions pertaining to approval of the Project Schedule as it relates to the date of Substantial Completion, the Project Cost, Construction Manager's compensation, approving or changing the Contract Sum shall only be effective when approved by Owner in the form of a written Change Order or amendment to the Contract Documents. Owner reserves the right to designate a different Owner's Project Representative provided Construction Manager is notified in writing of any such change. Owner and Architect/Engineer may not communicate directly with Subcontractors, materialmen, laborers, or suppliers engaged to perform services on the Project without the direct involvement of Construction Manager, and then only for informational purposes. Neither the Owner nor the Architect/Engineer shall attempt to direct the Work of or otherwise interfere with any Subcontractor, materialman, laborer, or supplier, or otherwise interfere with the Work of the Construction Manager. Owner shall furnish the data required of Owner under the Contract Documents promptly.

7.5 Governmental Body. The Construction Manager recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Construction Manager has and will make reasonable allowance in its performance of services for such additional time as may be required for approvals and decisions by the Owner and any other necessary government agency.

7.6 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Contract Documents.

7.7 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

(1) The Architect/Engineer and the Architect/Engineer's consultants shall be deemed the authors and owners of their respective instruments of service, including the Project Plans and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the instruments of service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be constructed as publication in derogation of the Architect/Engineer's or Architect/Engineer's consultants' reserved rights.

(2) The Construction Manager, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the drawings and specifications provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Project Plans and Specifications or other instruments of service. The Construction Manager, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the drawings or specifications on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect/Engineer and the Architect/Engineer's consultants.

7.8 Owner's Project Representative. Owner's Project Representative is Owner's Agent, who will act as directed by and under the supervision of the Owner, and who will confer with Owner/Architect/Engineer regarding his actions. The Owner's Project Representative's dealings in matters pertaining to the on-site Work shall, in general, be only with the Owner/Architect/Engineer and Construction Manager and dealings with Subcontractors shall only be through or with the full knowledge of Construction Manager.

A. Responsibilities. Except as otherwise instructed in writing by Owner, the Owner's Project Representative will:

(1) Attend preconstruction conferences; arrange a schedule of progress meetings and other job conferences as required in consultation with Owner/Architect/Engineer and notify those expected to attend in advance; and attend meetings and maintain and circulate copies of minutes thereof;

(2) Serve as Owner/Architect/Engineer's liaison with Construction Manager, working principally through Construction Manager's superintendent, to assist in understanding the intent of the Contract Documents. As requested by Owner/Architect/Engineer, assist in obtaining additional details or information when required at the job site for proper execution of the Work;

(3) Report to Owner/Architect/Engineer whenever he believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents;

(4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the project; record the outcome of these inspections and report to Owner/Architect/Engineer;

(5) Review applications for payment with Construction Manager for compliance with the established procedure for their submission and forward them with recommendations to Owner/Architect/Engineer; and

(6) Perform those duties as set forth elsewhere within the Contract Documents.

B. Limitations. Except upon written instructions of Owner, Owner's Project Representative shall not:

(1) Authorize any deviation from the Contract Documents or approve any substitute materials or equipment;

(2) Exceed limitations on Owner/Architect/Engineer's authority as set forth in the Contract Documents;

(3) Undertake any of the responsibilities of Construction Manager, Subcontractors or Construction Manager's superintendent, or expedite the Work;

(4) Advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents;

(5) Advise on or issue directions as to safety precautions and programs in connection with the Work;

(6) Authorize Owner to occupy the project in whole or in part; or

(7) Participate in specialized field or laboratory tests.

ARTICLE VIII
RESOLUTION OF DISAGREEMENTS; CLAIMS FOR COMPENSATION

8.1 Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Contract Documents, in accordance with the Procurement Ordinance.

8.2 Finality. The decision of the Owner upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to the Contract Documents, subject to judicial review as provided in Section 8.5 below.

8.3 Damages for Delay. If at any time Construction Manager is delayed in the performance of Construction Manager's responsibilities under the Contract Documents as the result of an Excusable Delay or Compensable Delay, including but not limited to default or failure to perform in a timely manner by Owner or Owner's agents or employees, Construction Manager shall not be entitled to any damages except for additional compensation for its increased Cost of Work specifically authorized in Article III, and Section 6.1 of the Agreement. For Concurrent Delays, Construction Manager's sole remedy will be a right to extend the time for performance. Nothing herein shall preclude Construction Manager from any available remedy against any responsible party other than Owner. Construction Manager shall be responsible for liquidated damages for delay pursuant to Section 3 of the Agreement.

8.4 Permitted Claims Procedure. Where authorized or permitted under the Contract Documents, all claims for additional compensation by Construction Manager, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages or losses due to casualty, Force Majeure, Project Site conditions or otherwise, shall be governed by the following:

(1) All claims must be submitted as a request for Change Order in the manner as provided in Article V.

(2) The Construction Manager must submit a notice of claim to Owner's Project Representative and to the Architect/Engineer within fifteen (15) days of when the Construction Manager was aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite 15-day period shall constitute a waiver of the right to pursue said claim.

(3) Within twenty (20) days of submitting its notice of claim, the Construction Manager shall submit to the Owner's Project Representative its request for Change Order, which shall include a written statement of all details of the claim, including a description of the Work affected.

(4) After receipt of a request for Change Order, the Owner's Project Representative, in consultation with the Architect/Engineer, shall deliver to the Construction Manager, within twenty (20) days after receipt of request, its written response to the claim.

(5) In the event the Owner and Construction Manager are unable to agree on the terms of a Change Order, the Owner shall have the option to instruct the Construction Manager to proceed with the Work via Work Change Directive. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

(6) The rendering of a decision by Owner with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Construction Manager of such right or remedies as either may otherwise have under the Contract Documents or by laws or regulations in respect of any such claim, dispute or other matter.

8.5 Contract Claims and Disputes. After completion of the process set forth in Section 8.4 above, any unresolved dispute under this Agreement shall be decided by a court of competent jurisdiction.

8.6 Claims for Consequential Damages. The Construction Manager and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(2) damages incurred by the Construction Manager for principal office expenses including compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article XIV. Nothing contained in this Section 8.6 shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

ARTICLE IX
INDEMNITY

9.1 Indemnity.

A. Indemnification Generally. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the Owner, and agents (excluding the Architect/Engineer and Architect/Engineer's consultants) and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Construction Manager, a Subcontractor or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.1.

B. Claims by Employees. In claims against any person or entity indemnified under this Section 9.1 by an employee of the Construction Manager, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 9.1.A. shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Construction Manager or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

9.2 Duty to Defend. The Construction Manager shall defend the Owner in any action, lawsuit mediation or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Construction Manager and other persons employed or utilized by the Construction Manager in the performance of the Work. So long as Construction Manager, through its own counsel, performs its obligation to defend the Owner pursuant to this Section, Construction Manager shall not be required to pay the Owner's costs associated with the Owner's participation in the defense.

ARTICLE X
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

10.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

10.2 Inspection and Audit. The Construction Manager's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Construction Manager or any of its payees during the performance of the Work. These records shall include, but not be limited to, accounting records, written policies and procedures, Subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Change Order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract Documents. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract Documents, for the duration of Work, and until three (3) years after the date of final payment by the Owner to the Construction Manager pursuant to the Contract Documents.

10.3 Access. The Owner's agent or authorized representative shall have access to the Construction Manager's facilities and all necessary records in order to conduct audits in compliance with this Article. The Owner's agent or authorized representative shall give the Construction Manager reasonable advance notice of intended inspections, examinations, and/or audits.

10.4 Ownership of Documents. Upon completion or termination of the Contract Documents, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts and other technical data, other than working papers, prepared or developed by the Construction Manager under the Contract Documents shall be delivered to and become the property of the Owner. The Construction Manager at its own expense may retain copies for its files and internal use.

ARTICLE XI
PUBLIC CONTRACT LAWS

11.1 Equal Opportunity Employment.

A. Employment. The Construction Manager shall not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin,

disability or age, and will take affirmative action to insure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, creed, sex, color, national origin, disability or age. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. No person shall, on the grounds of race, creed, sex, color, national origin, disability or age, be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of the Agreement.

11.2 Immigration Reform and Control Act of 1986. Construction Manager acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement.

11.3 No Conflict of Interest. The Construction Manager warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Construction Manager to solicit or secure the Contract Documents, 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 the Construction Manager, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of the Contract Documents.

A. No Interest in Business Activity. By accepting award of this Contract, the Construction Manager, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Construction Manager's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Construction Manager is furnishing its services required hereunder.

B. No Appearance of Conflict. The Construction Manager shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Contract Documents. The Construction Manager has provided the Affidavit of No Conflict, incorporated into the Contract Documents, as a material inducement for Owner entering into the Contract Documents. If, in the sole discretion of the Village Manager or designee, a conflict of interest is deemed to exist or arise during the term of the Village Manager or designee may cancel this Agreement, effective upon the date so stated in a written notice of cancellation, without penalty to the Owner.

11.4 Truth in Negotiations. By execution of the Contract Documents, the Construction Manager certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due

to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Construction Manager.

11.5 Public Entity Crimes. The Construction Manager is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the Owner's requirement that the Construction Manager comply with it in all respects prior to and during the term of the Agreement.

ARTICLE XII
FORCE MAJEURE, FIRE OR OTHER CASUALTY

12.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, Adverse Weather Event, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Contract Documents for any of the events of Force Majeure stated in this Section 12.1, the date for performance required or contemplated by the Contract Documents shall be extended by the number of calendar days such party is actually delayed. Construction Manager shall also be entitled to a Change Order for any increase in the Cost of Work for its extended general conditions costs and general requirements costs as a result of a Force Majeure Event.

B. Concurrent Construction Manager Delays. If a delay is caused for any reason provided in 12.1.A. or as a result of an extension of time provided by Change Order, a Compensable Delay or Excusable Delay, and during the same time period a delay is caused by Construction Manager, the date for performance shall be extended as provided in 12.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance on the basis of Force Majeure shall give written notice to the Owner, if with respect to the Construction Manager, or to the Construction Manager if with respect to the Owner, specifying its actual or anticipated duration. Each party seeking excuse from nonperformance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

12.2 Casualty; Actions by Owner and Construction Manager. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Construction Manager shall promptly make proof of loss; and Owner and Construction Manager shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The

Construction Manager shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Construction Manager, necessary for reconstruction of the Project substantially in accordance with the Project Plans and Specifications. Within fifteen (15) days following satisfaction of the express conditions described in subsections (1), (2) and (3) below, the Construction Manager covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

(1) Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others (or receipt by Construction Manager in the case of Builder's Risk proceeds), based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project Cost and any additions to the Project Cost necessitated for repair or reconstruction are available;

(2) Written agreement executed by the Construction Manager and the Owner, by amendment to the Contract Documents or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project Cost necessitated thereby, including any required adjustment to the Contract Sum (wherein any Builder's Risk insurance proceeds received by Construction Manager shall be credited against); and

(3) Final approval by the Owner of the Project Plans and Specifications for such repair or reconstruction and issuance of any required building permit.

12.3 Approval of Plans and Specifications. The Owner agrees to approve the plans and specifications for such reconstruction or repair if the reconstruction or repair contemplated by such plans and specifications is economically feasible, and will restore the Project, or the damaged portion thereof, to substantially the same condition as prior to such loss or damage, and such plans and specifications conform to the applicable laws, ordinances, codes, and regulations. The Owner agrees that all proceeds of any applicable insurance or other proceeds received by the Owner or the Construction Manager as a result of such loss or damage shall be used for payment of the costs, expenses, and other charges of the reconstruction or repair of the Project.

12.4 Notice of Loss or Damage. The Construction Manager shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which it is contemplated by Construction Manager will increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the then expectations of Construction Manager as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Construction Manager determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner and Architect/Engineer immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XIII
REPRESENTATIONS, WARRANTIES AND COVENANTS

13.1 Representations and Warranties of Construction Manager. The Construction Manager represents and warrants to the Owner that each of the following statements is presently true and accurate:

A. The Construction Manager is a construction company, organized under the laws of the State of Florida, authorized to transact business in the State of Florida, with Peter Tuffo as the primary qualifying agent. Construction Manager has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each Contract Document to which the Construction Manager is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Construction Manager enforceable against the Construction Manager in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Construction Manager, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Construction Manager or any partner, officer, or agent of the Construction Manager which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Construction Manager.

D. The Construction Manager has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Construction Manager, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Construction Manager.

E. Neither Construction Manager nor any agent or person employed or retained by Construction Manager has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Construction Manager shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Construction Manager or which are the responsibility of the Construction Manager to fulfill. The Construction Manager shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Architect/Engineer, the Construction Manager, nor the Owner has control over the cost of labor, materials, or equipment, over a Subcontractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Contract Documents, and the period of time that the obligations of the Construction Manager under the Contract Documents shall be in effect, the Construction Manager shall cause to occur and to continue to be in effect those instruments,

documents, certificates, and events contemplated by the Contract Documents that are applicable to, and the responsibility of, the Construction Manager.

I. The Construction Manager shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. Construction Manager warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective, and that Owner, representatives of Owner, governmental agencies with jurisdictional interests will have access to the Work at reasonable time for their observation, inspecting and testing. Construction Manager shall give Architect/Engineer timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Architect/Engineer, it must, if requested by Architect/Engineer, be uncovered for observation. Such uncovering shall be at Construction Manager's expense unless Construction Manager has given Architect/Engineer timely notice of Construction Manager's intention to cover the same and Architect/Engineer has not acted with reasonable promptness in response to such notice. Neither observations by Architect/Engineer nor inspections, tests, or approvals by others shall relieve Construction Manager from Construction Manager's obligations to perform the Work in accordance with the Contract Documents.

L. If the Work is defective, or Construction Manager fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Construction Manager to stop the Work, or any portion thereof and terminate payments to the Construction Manager until the cause for such order has been eliminated. Construction Manager shall bear all direct, indirect and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Architect/Engineers, attorneys and other professionals and any additional expenses experienced by Owner due to delays to other Construction Managers performing additional Work and an appropriate deductive change order shall be issued. Construction Manager shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If Construction Manager fails within seven (7) days after written notice to correct defective Work, or fails to perform the Work in accordance with the Contract Documents, or fails to comply with any other provision of the Contract Documents, Owner may subject to Construction Manager’s Sureties’ prior rights, correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Construction Manager from all or part of the site, take possession of all or part of the Work, Construction Manager's tools, construction equipment and machinery at the site or for which Owner has paid Construction Manager but which are stored elsewhere. All direct and indirect costs of Owner in exercising such rights and remedies will be charged against Construction

Manager in an amount approved as to reasonableness by Architect/Engineer and a Change Order will be issued incorporating the necessary revisions.

N. If within three (3) years after the Substantial Completion Date or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, Construction Manager shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Construction Manager does not promptly comply with the terms of such instruction, Owner may have the defective Work corrected/removed and all direct, indirect and consequential costs of such removal and replacement will be paid by Construction Manager. Failing payment by the Construction Manager and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs.

13.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Construction Manager that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite corporate or governmental power and authority to carry on its business as now conducted and to perform its obligations under the Contract Documents and each Contract Document contemplated hereunder to which it is or will be a party.

C. The Contract Documents and each Contract Document contemplated hereby to which the Owner is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the Owner, and neither the execution and delivery thereof nor compliance with the terms and provisions thereof or hereof: (a) requires the approval and consent of any other person or party, except such as have been duly obtained or as are specifically noted herein; (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Owner; or (c) contravenes or results in any breach of, default under, or result in the creation of any lien or encumbrance upon the Owner under any indenture, mortgage, deed of trust, bank loan, or credit agreement, the charter, ordinances, resolutions, or any other agreement or instrument to which the Owner is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the Owner outstanding on the date of the Contract Documents.

D. The Contract Documents and each document contemplated hereby to which the Owner is or will be a party constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Owner enforceable against the Owner in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally, and subject to usual equitable principles in the event that equitable remedies are involved.

E. There are no pending or, to the knowledge of the Owner, threatened actions or proceedings before any court or administrative agency against the Owner which

question the validity of the Contract Documents or any document contemplated hereunder, or which are likely in any case or in the aggregate to materially adversely affect the consummation of the transactions contemplated hereunder or the financial or corporate condition of the Owner.

F. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Contract Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

G. During the pendency of the Work and while the obligations of the Owner under the Contract Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates and events contemplated by the Contract Documents that are applicable to and the responsibility of the Owner.

H. The Owner shall assist and cooperate with the Construction Manager in accomplishing the construction of the Project in accordance with the Contract Documents and the Project Plans and Specifications, and will not knowingly violate any laws, ordinances, rules, regulations, orders, contracts, or agreements that are or will be applicable thereto or, to the extent permitted by law, enact or adopt any resolution, rule, regulation, or order, or approve or enter into any contract or agreement, including issuing any bonds, notes, or other forms of indebtedness, that will result in the Contract Documents or any part thereof, or any other instrument contemplated by and material to the timely and effective performance of a party's obligations hereunder, to be in violation thereof.

ARTICLE XIV
TERMINATION AND SUSPENSION

14.1 Termination for Cause by Owner. This Agreement may be terminated by Owner upon written notice as outlined below to the Construction Manager should Construction Manager fail substantially to perform a material obligation in accordance with the terms of the Contract Documents through no fault of the Owner.

A. Nonperformance. If the Construction Manager fails to timely perform any of his obligations under the Contract Documents, including any obligation the Construction Manager assumes to perform Work with his own forces, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials preventing Construction Manager from performing in the time and manner required by the Contract Documents, or fails, without being excused, to maintain an established schedule (failure to maintain schedule shall be defined as any critical path activity that falls thirty (30) days or more behind schedule) which has been adopted by the Construction Team, or it fails to make prompt payment to Subcontractors for materials or labor as and when due under applicable agreements, or disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction which have a negative impact on the Project, or otherwise is guilty of substantial violations of the Agreement the Owner may, after seven (7) days written notice, during which period the Construction Manager fails to perform such obligation, make good such deficiencies and perform such actions or otherwise commence and continuously effectuate a cure of such default. The Contract Sum, or the actual Cost of the Project, whichever is less, shall be reduced by the cost to the Owner of making good such

deficiencies, and the Construction Manager's compensation shall be reduced by an amount required to manage the making good of such deficiencies. Provided, however, nothing contained herein shall limit or preclude Owner from pursuing additional damages from Construction Manager as a result of its breach.

B. Insolvency. If the Construction Manager is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, then the Owner may, without prejudice to any other right or remedy, and after giving the Construction Manager and its surety, if any, fourteen (14) days written notice, and during which period the Construction Manager fails to cure the violation, terminate the Agreement. In such case, the Construction Manager shall not be entitled to receive any further payment. Owner shall be entitled to recover all costs and damages arising as a result of failure of Construction Manager to perform as provided in the Contract Documents, as well as reasonable termination expenses, and costs and damages incurred by the Owner may be deducted from any payments left owing the Construction Manager.

C. Illegality. Owner may terminate the Agreement if Construction Manager disregards laws or regulations of any public body having jurisdiction.

D. Rights of Owner. The Owner may, after giving Construction Manager (and the Surety, if there is one) seven (7) days written notice to cure and Construction Manager fail to commence and continuously effectuate a cure of such default, terminate the services of Construction Manager for cause; and subject to Construction Manager's Sureties' prior rights: (i) exclude Construction Manager from the Project site and take possession of the Work and of all Construction Manager's tools, construction equipment and machinery at the Project site and use the same to the full extent they could be used (without liability to Construction Manager for trespass or conversion); and/or (ii) incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Construction Manager but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case, Construction Manager shall not be entitled to receive any further payment beyond an amount equal to the value of material and equipment not incorporated in the Work, but delivered and suitably stored, less the aggregate of payments previously made. If the direct costs of completing the Work exceed the unpaid balance of the Contract Sum, Construction Manager shall pay the difference to Owner. Such costs incurred by Owner shall be verified by Owner in writing; but in finishing the Work, Owner shall not be required to obtain the lowest quote for the Work performed. Construction Manager's obligations to pay the difference between such costs and such unpaid balance shall survive termination of the Agreement. In such event and notwithstanding any other provisions of the Contract Documents to the contrary, Owner shall be entitled to bring a direct action in the Circuit Court to recover such costs.

14.2 Termination without Cause by Owner. The Owner, through its Village Manager or designee, shall have the right to terminate the Agreement, in whole or in part, without cause upon sixty (60) calendar days' written notice to the Construction Manager. In the event of such termination for convenience, the Owner shall compensate Construction Manager for payments due through the date of termination, and one subsequent payment to cover costs of Work performed through the date of termination, and all costs incurred by reason of the termination, including but not costs attributable to termination of Subcontracts, subject to the terms and conditions of Section 3.1. The Construction Manager shall not be entitled to any other further recovery against the Owner, including, but not limited to, anticipated fees or profit on

Work not required to be performed, or consequential damages or costs resulting from such termination.

A. Release of Construction Manager. As a condition of Owner's termination rights provided for in this subsection, Construction Manager shall be released and discharged from all obligations arising by, through, or under the terms of the Contract Documents, and the Payment and Performance Bond shall be released. Owner shall assume and become responsible for the reasonable value of Work performed by Subcontractors prior to termination plus reasonable direct close-out costs, but in no event shall Subcontractors be entitled to unabsorbed overhead, anticipatory profits, or damages for early termination.

B. Waiver of Protest. Construction Manager hereby waives any right to protest the exercise by Owner of its rights under this Section that may apply under the Procurement Ordinance.

14.3 Suspension without Cause. Owner may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by written notice to Construction Manager, which will fix the date on which Work will be resumed. Construction Manager shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if Construction Manager makes an approved claim therefor.

14.4 Termination Based Upon Abandonment, Casualty or Force Majeure. If, after the construction commencement date (i) Construction Manager abandons the Project (which for purposes of this paragraph shall mean the cessation of all construction and other activities relating to the Project, excluding those which are necessary to wind down or otherwise terminate all outstanding obligations with respect to the Project, and no recommencement of same within one hundred twenty (120) days following the date of cessation), or (ii) the Project is stopped for a period of thirty (30) consecutive days due to an instance of Force Majeure or the result of a casualty resulting in a loss that cannot be corrected or restored within one hundred twenty (120) days (excluding the time required to assess the damage and complete the steps contemplated under Section 12.2), the Owner shall have the right to terminate the Agreement and pay the Construction Manager its compensation earned or accrued to date.

14.5 Vacation of Project Site; Delivery of Documents. Upon termination by Owner pursuant to Section 14.2 or 14.4, and subject to Construction Manager's Sureties' prior rights, Construction Manager shall withdraw its employees and its equipment, if any, from the Project Site on the effective date of the termination as specified in the notice of termination (which effective date shall not be less than two (2) working days after the date of delivery of the notice), regardless of any claim the Construction Manager may or may not have against the Owner. Upon termination, and subject to Construction Manager's Sureties' prior rights, the Construction Manager shall deliver to the Owner all original papers, records, documents, drawings, models and other material set forth and described in the Contract Documents.

14.6 Termination by the Construction Manager. If, through no act or fault of Construction Manager, the Work is suspended for a period of more than ninety (90) consecutive days by Owner or under an order of court or other public authority, or Owner fails to timely act on any Application for Payment or fails to pay Construction Manager any undisputed sum then due; then Construction Manager may, upon fourteen (14) days written notice to Owner terminate

the Agreement and recover from Owner payment for all Work executed, any expense sustained plus reasonable termination expenses. In lieu of terminating the Agreement, if Owner has failed to timely act on any Application for Payment or Owner has failed to make any payment as aforesaid, Construction Manager may upon fourteen (14) days written notice to Owner stop the Work until payment of all amounts then due.

Exhibit A
Project Plans/Drawings

Exhibit B
Project Technical Specifications

Exhibit C
Affidavit of No Conflict

Exhibit D
Construction Manager's Certificate(s) of Insurance

Exhibit E
Construction Manager's Payment and Performance Bond

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Service Agreement - KemperSports Management LLC

Motion to approve the services agreement between the Village of Estero and KemperSports Management LLC for a total contract amount of $215,580.

Authorize the Village Manager to sign the contract and other additional implementation documents on behalf of the Village of Estero Council.

Background:

As part of the Village's continued progress following the purchase of the Lee County land, staff has engaged KemperSports to provide a proposal for a 12-month facilities management contract to oversee operations of the Sports Park Campus. This contract would cover day-to-day maintenance and operational oversight of key assets including the High School football stadium, hard courts, soccer and baseball fields, as well as all related support facilities within the campus. The primary purpose of this agreement is to ensure safe, consistent, and professional management of the site throughout the phased construction of the new Sports Park, minimizing disruptions and maintaining a high standard of care during this transitional period.

Description:

The Village staff is recommending the village approve a facility management contract with Kemper Sports to manage the maintenance of the SportPark property. The attached contract includes the project scope summarized below:

1) Facility and Field Operations Oversight
2) Staffing (one full-time on-site manager)
3) Facility Oversight and Risk Mitigation
4) Field Management and maintenance
5) Scheduling and Coordination
6) Communication and Stakeholder Engagement

Action Requested:

Motion to approve the services agreement between the Village of Estero and KemperSports Management LLC for a total contract amount of $215,580.

Authorize the Village Manager to sign the contract and other additional implementation documents on behalf of the Village of Estero Council.

Process and Timeline:

The contract start date is May 1st 2025 with a 12 month duration.

Financial Impact:

Total contract amount of $215,580 (Monthly Payment of $17,965).

Services Fee	$9,500
Payroll	$6,465
Insurance	$2,000
Total	$17,965 (per month)

Prepared by: Trenton Gaskins

Attachments:

1. Services Agreement

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Second Reading for Approval of Ordinance No. 2025 -05 the Annual Capital Improvement Program

Approve Ordinance No. 2025-05

Background:

The Village Charter Section 8 (7)(b) requires two public hearings and approval by resolution of the Capital Improvement Program for each fiscal year.

Description:

At a work session during the Council meeting on May 21, 2025, staff introduced the Fiscal Year 2025-2026 Capital Improvement Plan. The two public hearings for the Village's Capital Improvement Program are scheduled for June 4, 2025, and June 19, 2025. The Council held the first reading on June 4, 2025. There was no public comment.

Action Requested:

Approve Ordinance No. 2025-05

Process and Timeline:

Ordinance was adopted on first reading, and a public hearing date was set for the second reading for June 18, 2025.

Financial Impact:

The Capital Improvement Program will set the funding for the Village Capital Improvement project for Fiscal Year 2025-2026 and provide a plan of priorities for the next 5-years. A summary of the proposed capital expenditures for the upcoming fiscal year is as follows:

Roadway	$ 11,890,000
Intersection	$ 2,500,000
Bicycle and Pedestrian	$ 1,500,000
Landscaping and Beautification	$ 160,000
Parks and Recreation	$ 27,295,000
Stormwater	$ 725,106
Utility	$ 13,400,000
Total Capital Program	$ 57,470,106

Prepared by: Kevin Greenville, CPA

Attachments:

1. Proposed 5-year Capital Improvement Program
2. Draft Ordinance No. 2025- 05 Adopting the Capital Improvement Program for Fiscal Year 2025-2026

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Roadway Improvements									
1	Corkscrew Rd Paths, Landscaping & Street Lighting	$ 21,700,000	RIF	$ 10,500,000	$ -	$ -	$ -	$ -	$ 10,500,000
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
1			LDOT-Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2	River Ranch Road Improvements (Drainage, Road, Bike/Ped)	$ 9,100,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway W. Improvements (Road, Bike/Ped, Drainage)	$ 15,000,000	GT	$ -	$ -	$ -	$ -	$ -	$ -
3			RIF	$ 1,300,000	$ 1,500,000	$ 3,600,000	$ 4,500,000	$ -	$ 10,900,000
			Grant - Reimburse	$ (1,300,000)	$ (1,500,000)	$ (6,100,000)	$ (6,100,000)		$ (15,000,000)
3			GF	$ -	$ -	$ 2,500,000	$ 1,600,000	$ -	$ 4,100,000
5	Williams Road Widening (US41 - Via Coconut)	$ 6,800,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ 90,000	$ -	$ -	$ -	$ -	$ 90,000
6	Via Coconut Point Extension (South)	$ 3,620,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
7	Roadway Assessment	$ 500,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Village Traffic Study Update	$ 250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ 650,000	$ -	$ -	$ -	$ 650,000
	Village of Estero Sub-total (all funding sources)			$ 11,890,000	$ 2,150,000	$ 6,100,000	$ 6,100,000	$ -	$ 26,240,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	$ 1,280,000	Developer	$ 1,100,000	$ -	$ -	$ -	$ -	$ 1,100,000
2	Williams Road-Atlantic Gulf Drive Intersection	$ 3,270,000	RIF	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	$ 556,400	LDOT	$ -	$ -	$ -	$ -	$ -	$ -
4	US41-Coconut Road Intersection Improvements	$ 1,650,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
5	US41-Williams Rd Intersection Improvements	$ 325,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Coconut Road - Coconut Shores Roundabout	$ 1,725,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ -	$ -	$ -	$ -
6			GT	$ -	$ -	$ -	$ -	$ -	$ -
6			GF	$ -	$ -	$ -	$ -	$ -	$ -
7	US41-Pelican Sound Intersection Improvements	$ 2,325,000	Developer	$ -	$ -	$ -	$ -	$ -	$ -
8	US41-Corkscrew Rd Intersection Improvements	$ 1,510,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9	Coconut Road - Meadowbrook Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ -	$ -	$ -	$ -	$ -
9			GF	$ -	$ -	$ -	$ -	$ -	$ -
10	North Point Railroad Crossing	$ 450,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Road - El Dorado Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
11			GT	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Bike-Pedestrian Improvements									
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000
2			Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway Ave. East Bike-Ped Improvements	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
4	Corkscrew Road Shared Use Path (Three Oaks-Sandy)	$ 10,300,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4			RIF	$ -	$ -	$ -	$ -	$ -	$ -
5	Coconut Rd Sidewalk (Oakwilde to Via Coconut)	$ 1,085,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5			RIF	$ -	$ 401,367	$ -	$ -	$ -	$ 401,367
5			FDOT	$ 330,000	$ 353,633	$ -	$ -	$ -	$ 683,633
6	Coconut Sidewalk (Via Coconut to U S41)	$ 815,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ 244,400	$ -	$ -	$ 244,400
6			FDOT	$ -	$ 190,000	$ 380,600	$ -	$ -	$ 570,600
7	Corkscrew West Bike/Ped (Koreshan to U S 41)	$ 954,900	GF	$ -	$ -	$ 330,300	$ -	$ -	$ 330,300
7			RIF	$ -	$ -	$ -	$ -	$ -	$ -
7			FDOT	$ -	$ 190,000	$ 434,600	$ -	$ -	$ 624,600
8	Corkscrew Palms Blvd. Sidewalks	$ 300,000	County	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
9	Via Coconut Point Roundabouts Improvements	$ 1,675,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ 396,859	$ -	$ -	$ -	$ 396,859
9			FDOT	$ 524,000	$ 754,141	$ -	$ -		$ 1,278,141
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	$ 19,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10			RIF	$ -	$ -	$ -	$ -	$ -	$ -
10			Lee County	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Rd Shared Use Path	$ 4,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
12	Williams Rd West Bike-Ped Improvements (West of US41)	$ 3,650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
12			RIF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	$ 4,420,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
13			RIF	$ -	$ -	$ -	$ -	$ -	$ -
14	SUN Trail Estero Parkway South	$ 5,063,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
14			RIF	$ -	$ -	$ -	$ -	$ -	$ -
15	SUN Trail Estero Parkway North	$ 5,323,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
15			RIF	$ -	$ -	$ -	$ -	$ -	$ -
16	FPL Shared Use Path (East I-75)	$ 4,940,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Utility Shared Use Path (West US 41)	$ 10,621,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17			RIF	$ -	$ -	$ -	$ -	$ -	$ -
18	Village Bike/Ped Master Plan Update	$ 230,000	GF	$ -	$ 230,000	$ -	$ -	$ -	$ 230,000
	Village of Estero Sub-total (all funding sources)			$ 1,500,000	$ 1,028,226	$ 574,700	$ -	$ -	$ 3,102,926

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Landscaping Improvements								
1	I-75 Monument Signs	$ 816,000	GF	$ -	$ 816,000	$ -	$ -	$ -	$ 816,000
2	Ben Hill Griffin Monument Sign	$ 100,000	GF	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000
3	Corkscrew Road Monument Sign	$ 160,000	GF	$ 160,000	$ -	$ -	$ -	$ -	$ 160,000
4	Via Coconut Point Landscape Improvements (Williams - Coconut)	$ 5,900,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Ben Hill Griffin Pkwy Landscape Improvements	$ 3,150,000	GF	$ -	$ -	$ 2,800,000	$ -	$ -	$ 2,800,000
6	Corkscrew Rd Landscaping (Corkscrew Woodlands to Ben Hill Griffin	$ 2,800,000	GF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
7	US41 Shoulder Landscape Improvements	$ 5,350,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	$ 4,090,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Corkscrew Road Landscape Improvements West (US-41 to I-75)	$ 4,360,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10	Estero Parkway Reuse Main - Phase 1	$ 1,605,000	GF	$ -	$ 1,500,000		$ -	$ -	$ 1,500,000
10			Grant - Reimbruse		$ (802,500)				$ (802,500)
	Village of Estero Sub-total (all funding sources)			$ 160,000	$ 4,816,000	$ 2,900,000	$ -	$ -	$ 7,876,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Parks & Recreation								
1	County Maintenance Facility	$ 1,500,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
1	Estero SportsPark Phase 1	$ 13,800,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ 2,000,000	$ 500,000	$ -	$ -	$ -	$ 2,500,000
1	$ 13,800,000		RIF	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
1			GF	$ -	$ 5,600,000	$ 1,700,000	$ -	$ -	$ 7,300,000
1	Estero SportsPark Phase 2	$ 30,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ -	$ -	$ 650,000	$ 280,000	$ 360,000	$ 1,290,000
1	$ 14,590,000		RIF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
1			GF	$ -	$ -	$ -	$ 7,100,000	$ 3,700,000	$ 10,800,000
1	Estero SportsPark Phase 3	$ 13,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Entertainment Site Work	$ 11,360,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 11,360,000	$ -	$ -	$ -	$ -	$ 11,360,000
2	Estero SportsPark High 5	$ 6,125,000	Partner	`	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Driving Range	$ 2,275,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ 2,275,000	$ -	$ -	$ -	$ 2,275,000
2	Village Sports Park Fture Partners	$ 4,725,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ 1,575,000	$ 1,575,000	$ 1,575,000	$ 4,725,000
3	Estero RiverPark Phase 1 & 2 Improvements	$ 12,000,000	GF	$ 4,900,000	$ -	$ -	$ -	$ -	$ 4,900,000
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
3			PIF	$ 660,000	$ -	$ -	$ -	$ -	$ 660,000
4	River Oaks Preserve	$ 2,950,000	GF	$ 2,950,000	$ -	$ -	$ -	$ -	$ 2,950,000
4			PIF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

4			Grant - Reimburse	$ (2,500,000)	$ -	$ -	$ -	$ -	$ (2,500,000)
5	Eco-Historic Planning Study	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
5			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -		$ (225,000)
6	Village Parks & Rec. Master Plan Update	$ 200,000	GF	$ -	$ -	$ 200,000	$ -	$ -	$ 200,000
	Village of Estero Sub-total (all funding sources)			$ 27,295,000	$ 10,875,000	$ 4,125,000	$ 8,955,000	$ 5,635,000	$ 56,885,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Stormwater Improvements									
1	Estero River North Branch Drainage Improvements	$ 6,739,000	GF	$ 500,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,739,000
1			Grant - Reimburse	$ -	$ (3,119,447)	$ (3,119,447)	$ -	$ -	$ (6,238,894)
2	Estero River Sediment Removal (West of US 41)	$ 2,750,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero River Sediment Removal (Railroad to Sandy Ln)	$ 1,415,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Vulnerability Assessment	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
4			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -	$ -	$ (225,000)
	Village of Estero Sub-total (all funding sources)			$ 725,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,964,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Utility Improvements								
1	Package WWTP UEP Design & Permitting	$ 420,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
1			PA	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Broadway W UEP Design & Permitting	$ 1,475,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2			PA	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
3	Broadway E UEP Design & Permitting	$ 1,550,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3			PA	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
4	See See Street UEP Design & Permitting	$ 240,500	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
4			PA	$ -	$ -	$ -	$ -	$ -	$ -
4			GF	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
5	Cypress Park UEP Design & Permitting	$ 311,650	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
5			PA	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Estero Bay Village UEP	$ 2,021,000	Grant - Reimburse	$ -	$ (208,400)		$ -	$ -	$ (208,400)
6	Debt		PA	$ -	$ -	$ (1,307,350)	$ -	$ -	$ (1,307,350)
6	$ (1,307,350)		GF	$ -	$ 2,021,000	$ -	$ -	$ -	$ 2,021,000
7	Sunny Groves UEP	$ 2,836,000	Grant - Reimburse	$ (187,500)	$ -	$ -	$ -	$ -	$ (187,500)
7	Debt		PA	$ -	$ (1,939,500)	$ -	$ -	$ -	$ (1,939,500)
7	$ (1,939,500)		GF	$ 2,836,000	$ -	$ -	$ -	$ -	$ 2,836,000
8	Cypress Bend UEP	$ 1,584,000	Grant - Reimburse	$ (134,100)	$ -	$ -	$ -	$ -	$ (134,100)
8	Debt		PA	$ -	$ (1,053,900)	$ -	$ -	$ -	$ (1,053,900)
8	$ (1,053,900)		GF	$ 1,584,000	$ -	$ -	$ -	$ -	$ 1,584,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
9	Estero River Heights UEP	$ 11,400,000	Grant - Reimburse	$ (2,450,000)	$ (2,450,000)	$ -	$ -	$ -	$ (4,900,000)
9			PA	$ -	$ (3,650,000)	$ -	$ -	$ -	$ (3,650,000)
			GT	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000
	Debt		MRM	$ 2,650,000	$ -	$ -	$ -	$ -	$ 2,650,000
9	$ (3,650,000)		GF	$ 1,050,000	$ 5,700,000	$ -	$ -	$ -	$ 6,750,000
10	Charring Cross UEP	$ 5,700,000	Grant - Reimburse	$ (1,250,000)	$ (1,250,000)	$ -	$ -	$ -	$ (2,500,000)
10	Debt		PA	$ -	$ (1,775,000)		$ -	$ -	$ (1,775,000)
	$ (1,775,000)		GT	$ 1,425,000	$ -	$ -	$ -	$ -	$ 1,425,000
	Total Debt all UEP		MRM	$ -	$ -	$ -	$ -	$ -	$ -
10	$ (9,725,750)		GF	$ 1,425,000	$ 2,850,000	$ -	$ -	$ -	$ 4,275,000
11	Sherrill & Luetich UEP	$ 7,739,585	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
11			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
12	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
12			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
12			GF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
13			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
13			GF	$ -	$ -	$ -	$ -	$ -	$ -
14	Sandy Ln-Groves UEP	$ 5,160,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
14			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
14			GF	$ -	$ -	$ -	$ -	$ -	$ -
15	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
15			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
15			GF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

16	See See Street UEP	$ 1,070,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
16			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
16			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
17	Cypress Park UEP	$ 1,820,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
17			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
17			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
				$ 13,400,000	$ 10,571,000	$ -	$ -	$ -	$ 23,971,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Building Facilities									
1	Public Works Storage Facility	$ 354,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Village Hall	$ 4,914,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Performing Arts Center	$ 20,000,000	Private	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Land Acquisition									
1	BERT	$ 30,000,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			Debt	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Informtation Technology								
1	Community Development Software	$ -	Building	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Village total			$ 57,470,106	$ 32,559,673	$ 16,819,147	$ 15,055,000	$ 5,635,000	$ 127,538,926

- Estero Road Impacts Fees
- Estero Gas Tax
- Estero General Fund
- Park Impact Fee (include public land aqcu
- Non-Estero Funding Source
- Major Road Mainteance Reserve
- Property Assessment (funds back into General Fund in following year)
- Building Fund

ORDINANCE NO. 2025 - 05

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, ADOPTING THE ANNUAL CAPITAL IMPROVEMENT PROGRAM FOR FISCAL YEAR 2025-2026; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, section 8(7)(b) of the Village Charter provides that the Council shall publish in one or more newspapers of general circulation within the Village a summary of the capital program and a notice of at least two public hearings on the capital program, and shall, by resolution, adopt the capital program with or without amendments after the public hearings and on or before the 15th day of August of the then-current fiscal year; and

WHEREAS, notwithstanding the reference to resolution in the Charter, Florida Statutes § 163.3177(3)(b) provides that the "capital improvements element must be reviewed by the local government on an annual basis, and any modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan; and

WHEREAS, the Village's Finance Director has developed the Capital Improvements Program (CIP) set forth in this Ordinance, which CIP has been recommended by the Village Manager; and

WHEREAS, the Village Council has considered the CIP elements set forth in this Ordinance, as well as the recommendations of the Village's professional management, and finds that the CIP set forth in this Ordinance is in the best interests of the Village, and its residents and businesses.

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

Section 1. The following Capital Improvements Program is hereby adopted for the 2025-2026 fiscal year:

Roadway	**$ 11,890,000**
Intersection	**$ 2,500,000**
Bicycle and Pedestrian	**$ 1,500,000**
Landscaping and Beautification	**$ 160,000**
Parks and Recreation	**$ 27,295,000**
Stormwater	**$ 725,106**
Utility	**$ 13,400,000**
Total Capital Program	**$ 57,470,106**

Section 2. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme

even absent the invalid part.

Section 3. This Ordinance shall not be sent to the Codifier for codification as it does not revise or create any provision of the Village Code.

Section 4. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING by the Village Council of the Village of Estero, Florida on the 4th day of June, 2024.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 18th day of June, 2025.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Joanne Ribble, Mayor

By: _____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Second Reading of Ordinance No. 2025-06, Mayfair Village RPD Rezoning

Approve Ordinance No. 2025-06

Background:

This is a rezoning for 7.5 acres of property located at the southwest corner of Sandy Lane and Broadway Avenue East. The site is vacant and is proposed to be rezoned to Residential Planned Development for a 17-lot single family residential project.

Description:

See attached staff report for details.

The Planning, Zoning, and Design Board held a public hearing at its May 13th meeting and unanimously recommended approval to Council with an additional condition addressing providing electric service to adjacent property.

The Council had a first reading on June 4, 2025.

Action Requested:

Approve Ordinance No. 2025-06

Process and Timeline:

- Public Information Meeting October 29,2024
- Planning, Zoning and Design Board Hearing May 13, 2025
- Council First Reading June 4, 2025
- Council Second Reading and Public Hearing June 18, 2025

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Christopher Baker

Attachments:

1. Ordinance No. 2025-06 with Exhibits
2. Staff Report
3. Applicant Presentation

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2025-06

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING WITH CONDITIONS REZONING FOR PROPERTY BOUNDED BY THE SEMINOLE GULF RAILWAY ROW ON THE WEST, BROADWAY AVENUE EAST ON THE NORTH, SANDY LANE ON THE EAST AND 20920/922 SANDY LANE ON THE SOUTH, ALL IN THE VILLAGE OF ESTERO, FLORIDA; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, LENNAR HOMES, LLC, represented by RESPEC Company, LLC. (the "Applicant"), filed an application to rezone property on 7.34+/- acres (the "Property") for a 17-lot single family residential development; and

WHEREAS, the property consists of two (2) separate parcels and are legally described in Exhibit D attached hereto, and

WHEREAS, the 5.54 +/- acre parcel is zoned Residential Planned Development as approved by Lee County Board of County Commissioners on February 19, 2007 by Zoning Resolution Z-06-073; and

WHEREAS, the 2.183 +/- acre parcel is zoned Agricultural; and

WHEREAS, both properties are now under the jurisdiction of the Village of Estero; and

WHEREAS, the zoning case number is DCI2024-E008; and

WHEREAS, the Applicant proposes a 17-lot single family development, with a Master Concept Plan, supplemental Pattern Book, and two deviations; and

WHEREAS, a noticed Public Information Meeting was held on October 29, 2024 at the Planning Zoning and Design Board; and

WHEREAS, a duly noticed public hearing was held at the Planning Zoning and Design Board on May 13, 2025; and

WHEREAS, a duly noticed first reading was held before the Village Council on June 4, 2025; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on June 18, 2025, at which time the Village Council gave consideration to the evidence presented by the Applicant and the Village staff, the recommendations of the Planning Zoning and Design Board, and the comments of the public.

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

Section 1. Rezoning.

The Village Council approves the rezoning from Agricultural and Residential Planned Development to Residential Planned Development with the following conditions.

Section 2. Conditions.

1. Master Concept Plan

The development of this project must be consistent with the Master Concept Plan titled "Mayfair Village Master Concept Plan" date stamped received June 11, 2025, attached as Exhibit A. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. Typical Sections

The development of this project must be consistent with the cross-section document entitled "Mayfair Village Typical Sections" date stamped received May 28, 2025, attached as Exhibit B. This development shall provide an 8-foot-wide sidewalk easement to the Village of Estero along Broadway Avenue East as shown by cross-sections A, B, and C. If changes to the Typical Sections are subsequently pursued, appropriate approvals will be necessary

3. Pattern Book

The development of this project must be substantially consistent with the Pattern Book entitled "Mayfair Village RPD Pattern Book" date stamped received June 11, 2025, attached as Exhibit C. If changes to the Pattern Book are subsequently pursued, appropriate approvals will be necessary.

4. Prior Zoning Resolution

Lee County Zoning Resolution Z-06-073 shall be null and void.

5. Approved Uses

The following limits apply to the project and uses:

a. Residential Single Family Detached (limited to 17 dwelling units)
b. Fences and walls
c. Accessory Uses

6. Site Development Regulations

   a. Minimum Lot Area: 6,500 sq. ft.
   b. Minimum Lot Width: 60 feet
   c. Minimum Lot Depth: 120 feet
   d. Minimum Front Setback: 20 feet
   e. Minimum Rear Setback: 15 feet
   f. Minimum Side Setback: 5 feet
   g. Maximum Building Height: 35 feet (2 stories)
   h. Single-family homes on lot numbers 1, 13, and 17 as indicated on the Master Concept Plan shall be restricted to single story. Lots 1 and 17 shall have the garages located on the south side of the respective lots.

7. Environmental Conditions

   a. Prior to Development Order approval, Applicant shall furnish an approved Florida Fish and Wildlife tortoise relocation permit.

   b. The project shall meet all flood regulations of the Village of Estero in force at the time of Development Order approval.

   c. No pile driving or blasting shall be permitted during infrastructure or home construction.

   d. The Developer shall work with the Village of Estero and cooperate in potential cost-sharing agreements related to the Broadway Avenue West sewer project.

   e. Surface Water Management dedication and maintenance covenants shall be provided prior to Development Order approval.

8. Transportation Conditions

   a. Secondary Emergency Access to the south is required to be constructed in conformance with the Fire Code.

9. Concurrency

   Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements in the Village of Estero LDC. The developer is required to demonstrate compliance with all mandatory concurrency requirements prior to the approval of the Development Order.

10. Hurricane Preparedness

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

11. Subdivision Plat

Prior to issuance of building permits on individual lot, except for model homes, a Subdivision Plat of the subject property that creates no more than 17 lots must be submitted, reviewed, and approved.

12. Land Development Code (LDC)

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

13. Electric Power

As agreed to by the applicant, the developer shall be responsible to provide underground residential electric service to the existing drop at 20590 Sandy Lane.

Section 3. Deviations.

1. Deviation 1 seeks relief from the Estero LDC Section 5-304.A.1.A. requirement regarding minimum center-to-center roadway connection separation distance of 330 on collector roads, to allow for a roadway connection of 293 feet on Broadway Avenue East.

   Deviation 1 is approved.

2. Deviation 2 seeks relief from Estero LDC Section 5-304.A.4.C. which specifies two means of ingress/egress to residential developments of more than five acres, to allow to one primary ingress/egress and a secondary emergency access.

   Deviation 2 is approved.

Section 4. Findings and Conclusions.

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

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

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

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

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

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

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

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

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

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

Section 5. Exhibits.

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

Exhibit A "Mayfair Village Master Concept Plan" date stamped received June 11, 2025

Exhibit B "Mayfair Village Typical Sections" date stamped received May 28, 2025

Exhibit C "Mayfair Village RPD Pattern Book" date stamped received June 11, 2025

Exhibit D Legal Description

Section 6. Severability.

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

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading the 4th day of June, 2025.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this 18th day of June, 2025.

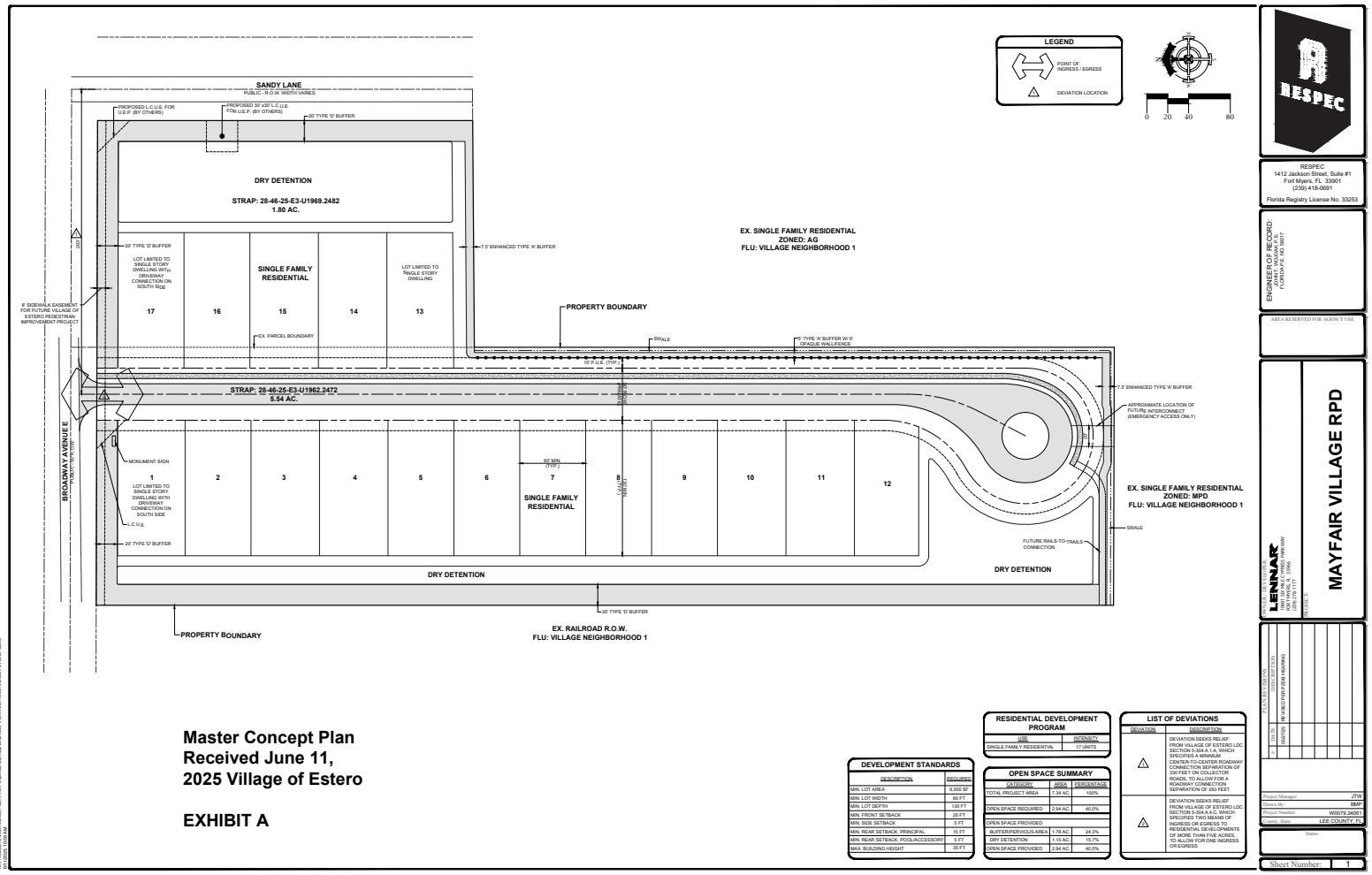
Attest: **VILLAGE OF ESTERO, FLORIDA**

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

Reviewed for legal sufficiency:

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

Vote:	AYE	NAY
Mayor Ribble	_____	_____
Councilmember Hunt	_____	_____
Councilmember McLain	_____	_____
Councilmember Fayhee	_____	_____
Councilmember Lopez	_____	_____
Councilmember Ward	_____	_____
Vice Mayor Zalucki	_____	_____



Master Concept Plan
Received June 11,
2025 Village of Estero

EXHIBIT A

DEVELOPMENT STANDARDS

DESCRIPTION	REQUIRED
MIN. LOT AREA	6,500 SF
MIN. LOT WIDTH	60 FT
MIN. LOT DEPTH	130 FT
MIN. FRONT SETBACK	20 FT
MIN. SIDE SETBACK	5 FT
MIN. REAR SETBACK, PRINCIPAL	15 FT
MIN. REAR SETBACK, POOL/ACCESSORY	5 FT
MAX. BUILDING HEIGHT	35 FT

RESIDENTIAL DEVELOPMENT PROGRAM

USE	INTENSITY
SINGLE FAMILY RESIDENTIAL	17 UNITS

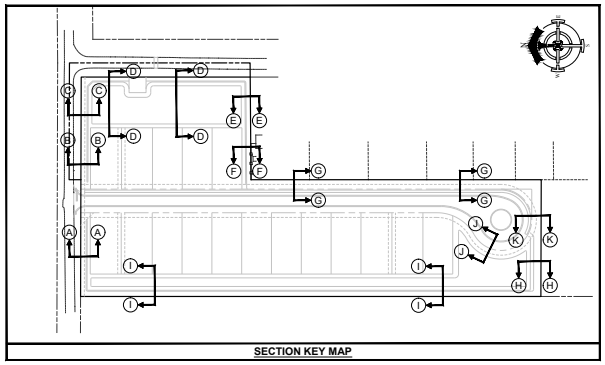
OPEN SPACE SUMMARY

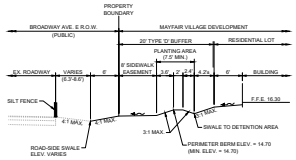
CATEGORY	AREA	PERCENTAGE
TOTAL PROJECT AREA	7.34 AC.	100%
OPEN SPACE REQUIRED	2.94 AC.	40.0%
OPEN SPACE PROVIDED		
BUFFER/PERVIOUS AREA	1.76 AC.	24.3%
DRY DETENTION	1.15 AC.	15.7%
OPEN SPACE PROVIDED	2.94 AC.	40.0%

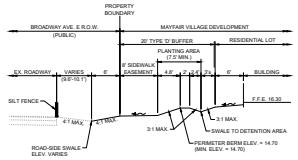
LIST OF DEVIATIONS

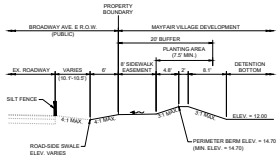
DEVIATION	DESCRIPTION
1	DEVIATION SEEKS RELIEF FROM VILLAGE OF ESTERO LDC SECTION 5-204.A.1.A, WHICH SPECIFIES A MINIMUM CENTER-TO-CENTER ROADWAY CONNECTION SEPARATION OF 330 FEET ON COLLECTOR ROADS, TO ALLOW FOR A ROADWAY CONNECTION SEPARATION OF 293 FEET.
2	DEVIATION SEEKS RELIEF FROM VILLAGE OF ESTERO LDC SECTION 5-204.A.4.C, WHICH SPECIFIES TWO MEANS OF INGRESS OR EGRESS TO RESIDENTIAL DEVELOPMENTS OF MORE THAN FIVE ACRES, TO ALLOW FOR ONE INGRESS OR EGRESS.

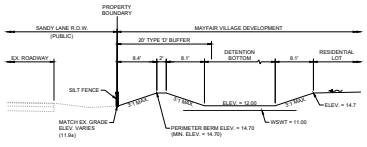
Exhibit B Received May 28, 2025

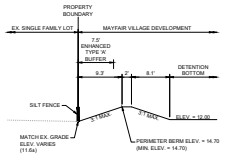


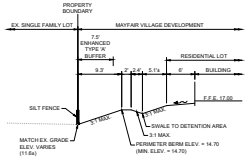


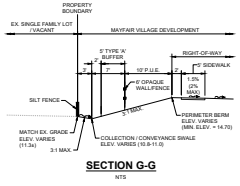


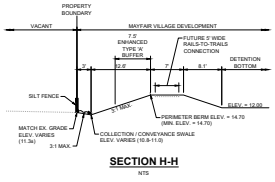


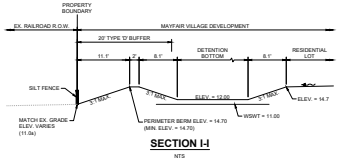


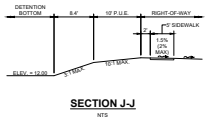


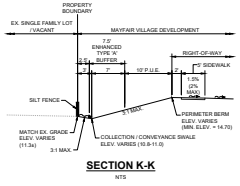


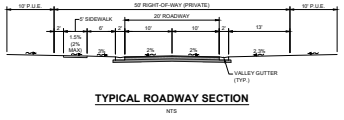












RESPEC
1412 Jackson Street, Suite #1
Fort Myers, FL 33901
(239) 418-0691
Florida Registry License No. 33253

ENGINEER OF RECORD:
JEFFREY T. WEISS, P.E.
FLORIDA P.E. NO. 35017

DEVELOPER:
LENNAR
10481 SIX MILE CYPRESS PARKWAY
FORT MYERS, FL 33966
(239) 278-1177

PROJECT:
BROADWAY CROSSING

#	DATE	REVISION/S	DESCRIPTION

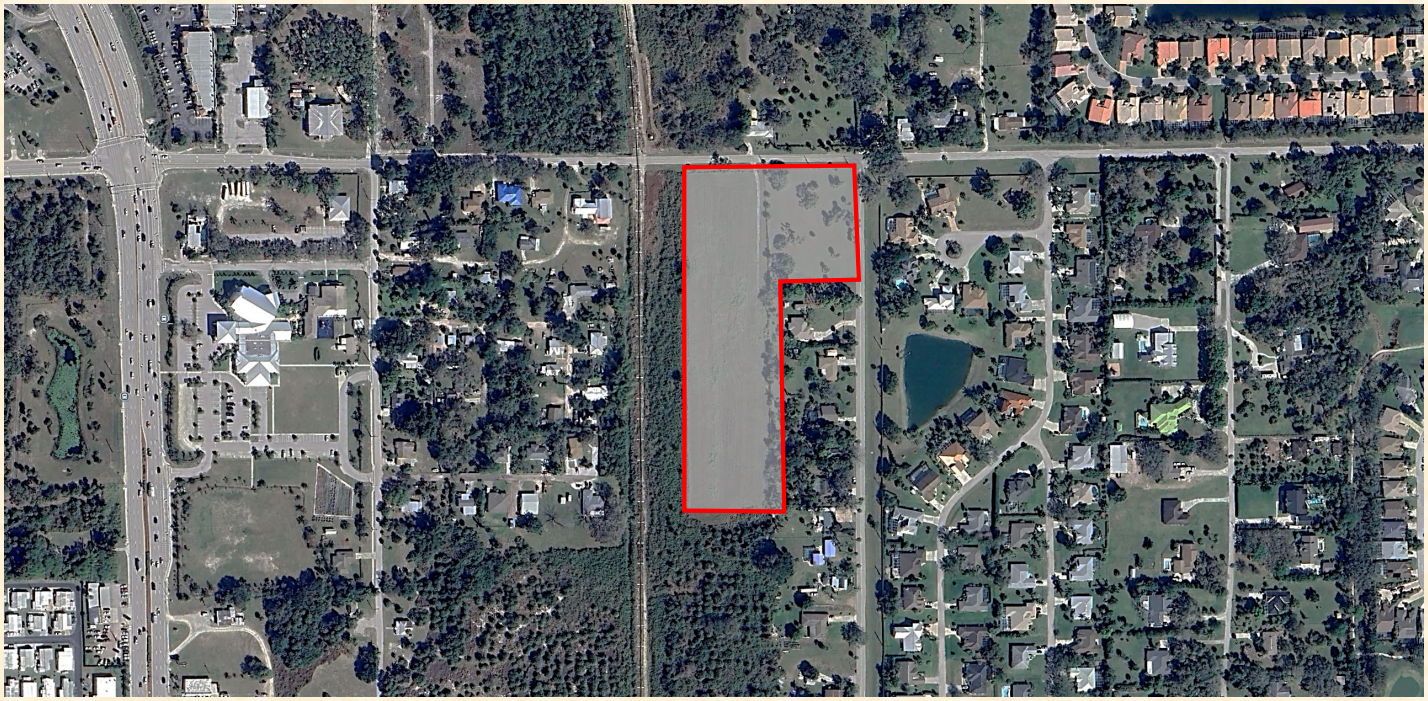
TYPICAL SECTIONS

Project Manager:	JTW
Drawn By:	CAS
Project Number:	W0079.25072
County, State:	LEE COUNTY, FL
Status:	

Sheet Number: 8

N:\PROJECTS\W0079.25072-MAYFAIR VILLAGE DESIGN & PERMITTING\CADD\PLAN\SET\W0079.25072-05 TYP-SECTIONS.DWG
5/28/2025 2:53:17 PM

Mayfair Village RPD



Pattern Book

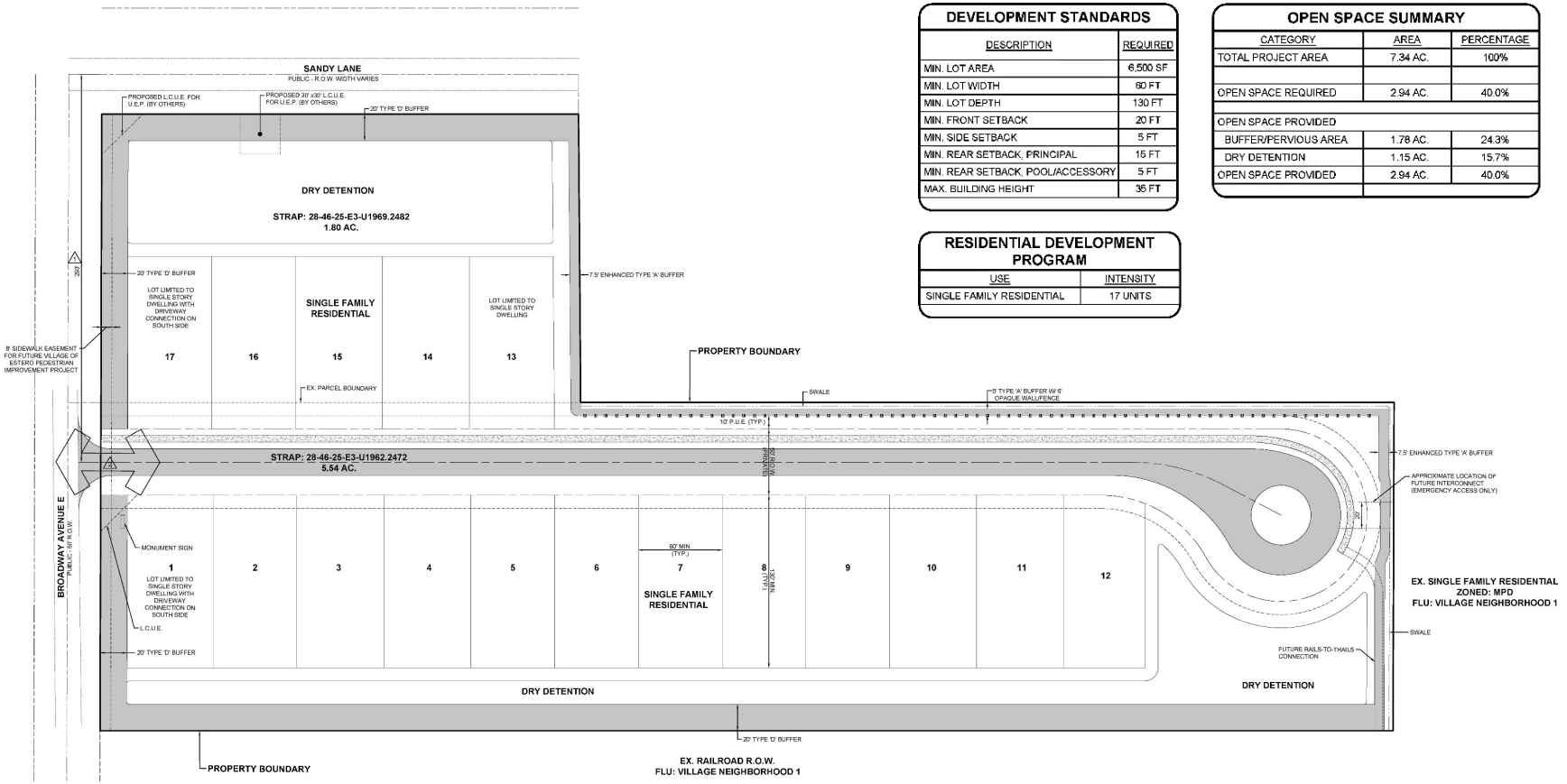
June 2025

(revised per May 13, 2025 PZDB & June 4, 2025 Council 1st reading)

Exhibit C

Received June 11, 2025
Village of Estero

Master Concept Plan



DEVELOPMENT STANDARDS

DESCRIPTION	REQUIRED
MIN. LOT AREA	6,500 SF
MIN. LOT WIDTH	60 FT
MIN. LOT DEPTH	130 FT
MIN. FRONT SETBACK	20 FT
MIN. SIDE SETBACK	5 FT
MIN. REAR SETBACK, PRINCIPAL	15 FT
MIN. REAR SETBACK, POOL/ACCESSORY	5 FT
MAX. BUILDING HEIGHT	35 FT

OPEN SPACE SUMMARY

CATEGORY	AREA	PERCENTAGE
TOTAL PROJECT AREA	7.34 AC.	100%
OPEN SPACE REQUIRED	2.94 AC.	40.0%
OPEN SPACE PROVIDED		
BUFFER/PERVIOUS AREA	1.78 AC.	24.3%
DRY DETENTION	1.15 AC.	15.7%
OPEN SPACE PROVIDED	2.94 AC.	40.0%

RESIDENTIAL DEVELOPMENT PROGRAM

USE	INTENSITY
SINGLE FAMILY RESIDENTIAL	17 UNITS

JUNE 2025

MAYFAIR VILLAGE PATTERN BOOK | 2

Open Space and Buffers

OPEN SPACE: Approximately 2.9 acres of total open space within the development.

STORMWATER MANAGEMENT AREAS: Located along the west and east property lines.

BUFFERS: Enhanced 7.5-foot Type 'A' against ex. residential (side); 5' Type 'A' w/ 6' wall/fence against ex. residential (rear);20-foot Type 'D' abutting right-of-way.

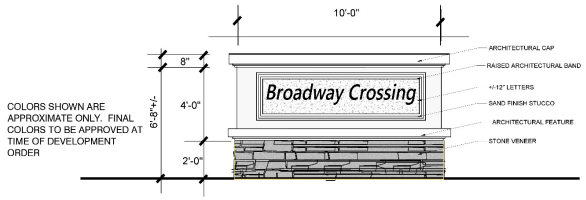
Dwelling Concepts

Key Features

- Tile Roof
- 3-Car Garage
- Paver Driveway
- CBS Construction

Note: Elevations are representative of architectural style, colors and materials for the 6 +/- floor plans to be offered, each available in left/right orientation with multiple front elevation options.

Monument Sign and Landscaping



ENTRY SIGN CONCEPT
SCALE: N.T.S

SITE DEVELOPMENT DATA

TOTAL SITE = 7.34 Ac. (319,730 S.F.)

OPEN SPACE REQUIREMENTS
40% OPEN SPACE REQUIRED
319,730 X 40% =127,892 SF (2.94AC) REQUIRED.
OPEN SPACE PROVIDED
DRY DETENTION: 1.15 AC
BUFFERS/PERVIOUS AREA: 1.78
OPEN SPACE PROVIDED: 2.94

HERITAGE TREES
ONE EXISTING HERITAGE PINE IS LOCATED ON THE SITE. A TREE SURVEY SHALL BE PROVIDED AT TIME OF DEVELOPMENT ORDER TO CONFIRM LOCATION. IF REMOVAL IS REQUIRED DUE TO FILL REQUIREMENTS, REPLACEMENT HERITAGE TREE SHALL BE PER LDC REQUIREMENTS.

GENERAL TREE REQUIREMENTS
1 TREE PER 3,000 SF OF SITE AREA
319,730 / 3,000 = 107 TREES REQUIRED AND 107 PROVIDED.
NOTE: 16' TREES MAY BE USED AT A 2:1 CREDIT FOR GENERAL TREES. GENERAL TREE REQUIREMENTS MAY NOT BE REDUCED MORE THE 50%.

A MAXIMUM OF 50 -16' TREES MAY BE USED AT 2:1 CREDIT TOWARDS GENERAL TREES

WATER MANAGEMENT PLANTING REQUIREMENTS
PER SECTION 33-111(d) OF SUBDIVISION 1 OF ESTERO PLANNING COMMUNITY REGULATIONS:
DETENTION BASINS MUST BE PLANTED WITH WETLAND SPECIES AT 36" OC THROUGHOUT THE BASIN.

DETENTION AREA PLANTED WITH 1 GALLON SPARTINA AT 3' OC. NO MULCH TO BE IN DETENTION BOTTOM

BUFFER REQUIREMENTS:

PROJECT EAST BUFFER
RPD - R.O.W.
20' TYPE 'D' BUFFER
WITH 5 TREES AND DOUBLE HEDGE ROW PER 100 L.F
350 L.F. / 100 X 5 = 18 TREES
350 LF / 100 X 66 = 231 SHRUBS

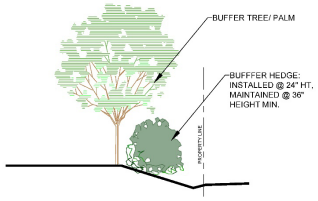
PROJECT NORTH BUFFER
RPD - R.O.W.
20' TYPE 'D' BUFFER
WITH 5 TREES AND DOUBLE HEDGE ROW PER 100 L.F
425 LF / 100 X 5 = 21 TREES
425 LF / 100 X 66 = 280 SHRUBS

PROJECT WEST BUFFER
RPD - R.O.W.
20' TYPE 'D' BUFFER
WITH 5 TREES AND DOUBLE HEDGE ROW PER 100 L.F
950 LF / 100 X 5 = 48 TREES
950 LF / 100 X 66 = 627 SHRUBS

PROJECT SOUTH BUFFER
S.F.- S.F.
7.5' ENHANCEDBUFFER REQUIRED, W/
4 TREES PER 100 LINEAL FOOT & HEDGE ROW PROVIDED.
220 L.F. / 100 x 4 = 9 TREES
74 SHRUBS

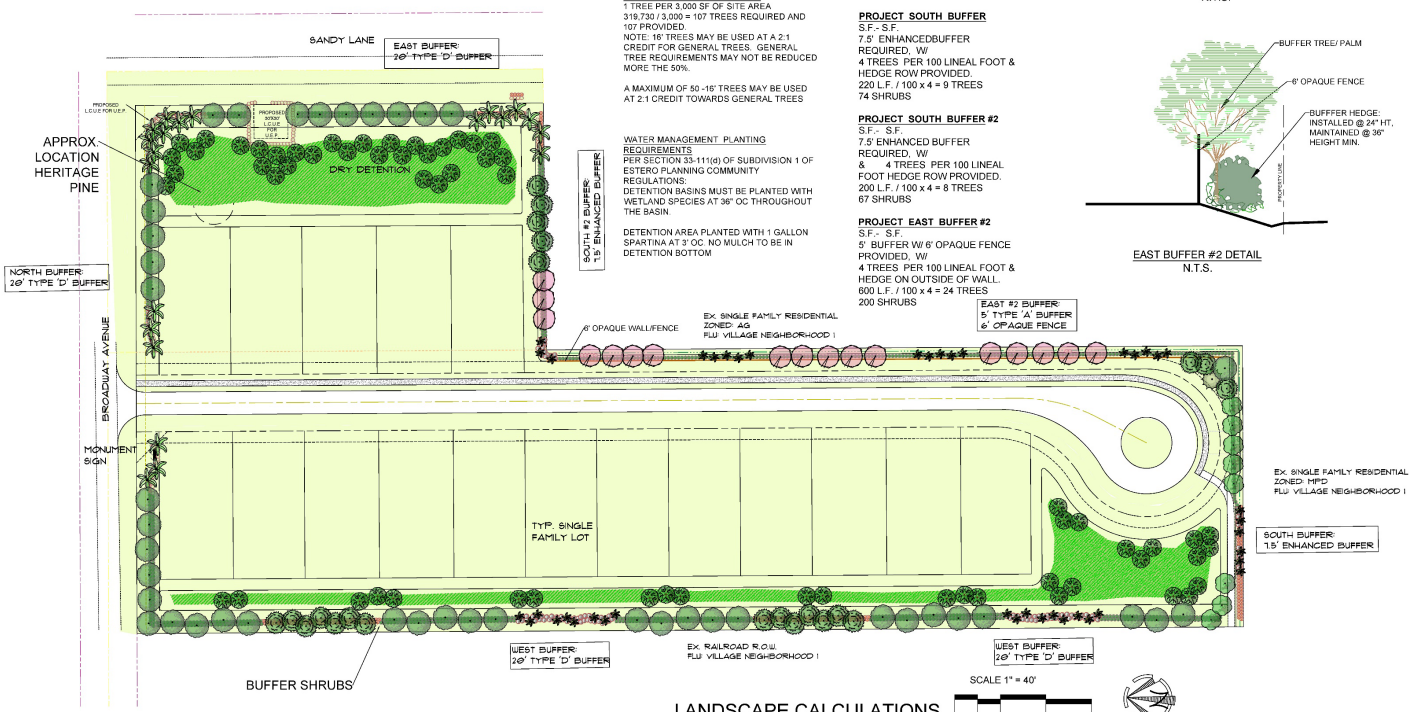
PROJECT SOUTH BUFFER #2
S.F.- S.F.
7.5' ENHANCED BUFFER REQUIRED, W/
& 4 TREES PER 100 LINEAL FOOT HEDGE ROW PROVIDED.
200 L.F. / 100 x 4 = 8 TREES
67 SHRUBS

PROJECT EAST BUFFER #2
S.F.- S.F.
5' BUFFER W/ 6' OPAQUE FENCE PROVIDED, W/
4 TREES PER 100 LINEAL FOOT & HEDGE ON OUTSIDE OF WALL.
600 L.F. / 100 x 4 = 24 TREES
200 SHRUBS



SOUTH & SOUTH BUFFER #2 DETAIL
N.T.S.

EAST BUFFER #2 DETAIL
N.T.S.



LANDSCAPE CALCULATIONS

Landscaping Planting Palette

Quercus virginiana-Live Oak

Bucida buceras 'Shady Lady' Black Olive

Bursera simaruba- Gumbo Limbo

LARGE CANOPY TREES

Roystonea elata - Royal Palm

Sabal palmetto

PALMS

Pinus elliottii densa

Tabebuia impetiginos Pink Tabebuia

Lagerstroemia indica

CANOPY TREES

Taxodium distichum

Conocarpus erectus-Green Buttonwood

DETENTION PLANTINGS

Clusia

Hamelia patens
Fire Bush & Dwarf Firebush

Serenoa repens 'Cinerea'
Silver Palmetto

Chrysobalanus icaco
Cocoplum

BUFFER SHRUBS

Spartina bakeri
Cord Grass

Muhlenbergia capillaris
Muhly Grass

Tripsacum floridanum
Dwarf Fakahatchee Grass

DETENTION PLANTINGS

NOTES:
* ADDITIONAL SPECIES COMPLYING WITH LDC REQUIREMENTS MAY BE ACCEPTABLE.
* FIL COUNTS AND SPECIES TO BE DETERMINED AT TIME OF DEVELOPMENT

"EXHIBIT D"

SKETCH AND DESCRIPTION

OF A PARCEL LYING IN SECTION 28, TOWNSHIP 46 SOUTH
RANGE 25 EAST, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING A COMBINATION OF THE PARCELS DESCRIBED IN WARRANTY DEED RECORDED AS INSTRUMENT #2022000246783 AND WARRANTY DEED RECORDED AS INSTRUMENT #2025000027926, PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SAID SECTION 28; THENCE S.89°51'30"W., ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION AND THE CENTERLINE OF BROADWAY EAST, A VARIABLE WIDTH RIGHT OF WAY, FOR A DISTANCE OF 30.00 FEET; THENCE S.00°17'55"E., FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°17'55"E., ALONG THE WEST RIGHT OF WAY LINE OF SANDY LANE, AN 80 FOOT RIGHT OF WAY (30' FROM FROM THE SECTION LINE) FOR A DISTANCE OF 358.26 FEET; THENCE S.89°15'56"W. FOR A DISTANCE OF 217.50 FEET; THENCE S.00°17'55"E. FOR A DISTANCE OF 615.29 FEET; THENCE S.89°51'30"W. FOR A DISTANCE OF 247.50 FEET; THENCE N.00°17'55"W. FOR A DISTANCE OF 975.80 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF SAID BROADWAY EAST; THENCE N.89°51'30"E., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 465.00 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 7.34 ACRES, MORE OR LESS

THIS SKETCH & DESCRIPTION HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY DENIS J. O'CONNELL, Jr. USING A DIGITAL SIGNATURE AND DATE. PRINT COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DENIS J. O'CONNELL JR. LICENSE NUMBER LS 5430 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Denis J. O'Connell Jr.

Digitally signed by Denis J. O'Connell Jr.
Date: 2025.05.15 08:07:31 -04'00'

BY: _____
DENIS J. O'CONNELL Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AS BEARING S.00°17'55"E.

2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

4. THE STATE PLANE COORDINATES SHOWN HEREON ARE IN FEET, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) BASED UPON CONTINUOUSLY OPERATING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

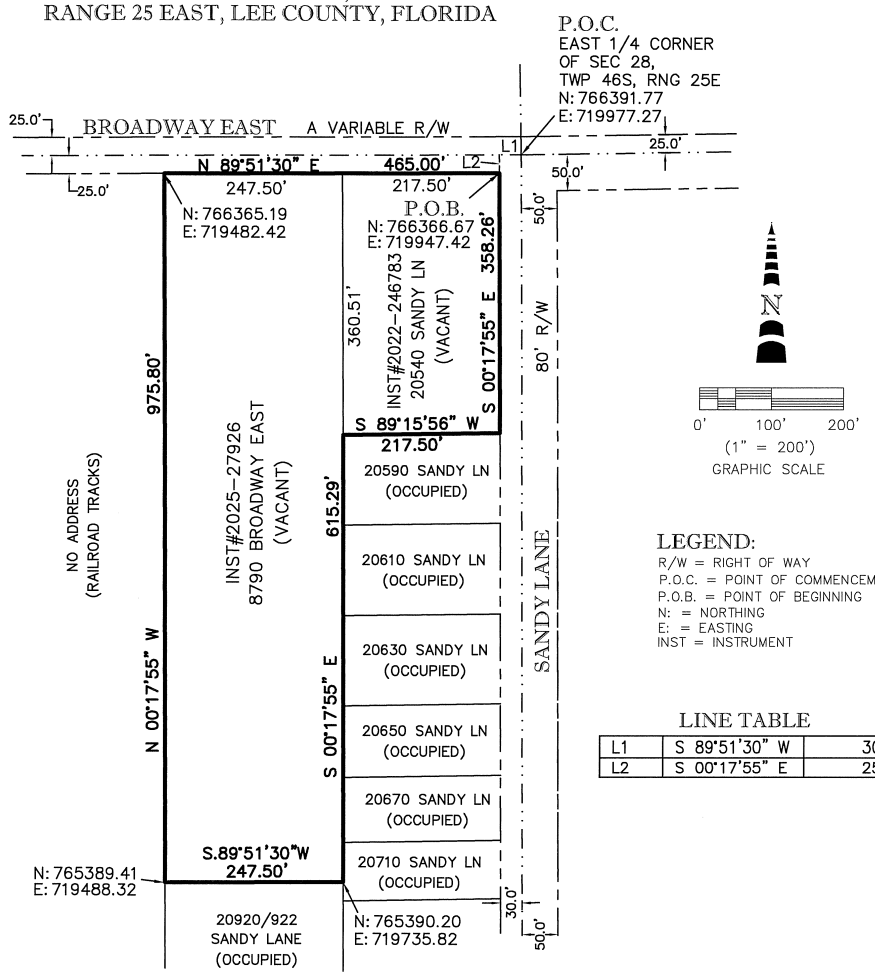
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

* THIS IS NOT A SURVEY *

TITLE:	LEGAL DESCRIPTION			
KEYSTONE A CLS COMPANY www.keystoneconsultants.net	10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 LB #8331			
FILE NAME: 15527OA SK.DWG	FIELD BOOK/PAGE: 744/43	PROJECT NO.: 15431/15527	SHEET: 1 OF 2	
EXHIBIT DATE: 5/08/2025	DRAWN BY: BUD	SCALE: 1"= 200'	CHECKED BY: DJO	FILE NO. (S-T-R) 28-46-25

SKETCH AND DESCRIPTION

OF A PARCEL LYING IN SECTION 28, TOWNSHIP 46 SOUTH
RANGE 25 EAST, LEE COUNTY, FLORIDA



LEGEND:
R/W = RIGHT OF WAY
P.O.C. = POINT OF COMMENCEMANT
P.O.B. = POINT OF BEGINNING
N: = NORTHING
E: = EASTING
INST = INSTRUMENT

LINE TABLE

L1	S 89°51'30" W	30.00'
L2	S 00°17'55" E	25.00'

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AS BEARING S.00°17'55"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
4. THE STATE PLANE COORDINATES SHOWN HEREON ARE IN FEET, FLORIDA WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT) BASED UPON CONTINUOUSLY OPERATING FLORIDA PERMANENT REFERENCE NETWORK (FPRN) STATIONS MAINTAINED BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

* THIS IS NOT A SURVEY *

TITLE: SKETCH OF DESCRIPTION

KEYSTONE
A CLS COMPANY
www.keystoneconsultants.net
10970 S. CLEVELAND AVE.
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
LB #8331

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
155270A SK.DWG	744/43	15431/15527	2 OF 2

EXHIBIT DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (S-T-R)
5/08/25	BUD	1"= 200'	DJO	28-46-25

Mayfair Village Rezoning

Zoning Staff Report

For Village Council First and Second Readings

PROJECT NAME:	**Mayfair Village RPD**	
CASE TYPE:	**Rezoning**	
CASE NUMBER:	**DCI2024-E008**	
Village Council:	**June 4, 2025** **June 18, 2025**	**First Reading** **Second Reading**

SUMMARY OF REQUEST

The applicant is requesting a rezoning from Agricultural (AG) and Residential Planned Development to Residential Planned Development (RPD) for a 7.5-acre site located at the southwest corner of Sandy Lane and Broadway Avenue East. The site is currently vacant and was previously used as a citrus farm.

The applicant is proposing:

- A total of 17 single family home lots
- A density of 2.26 units per acre
- A private non-gated cul-de-sac road

STAFF AND PLANNING ZONING AND DESIGN BOARD RECOMMENDATION

Staff and Planning Zoning and Design Board (PZDB) recommend approval of the rezoning request with conditions in the Ordinance. The PZDB considered this case on May 13, 2025 and unanimously recommended approval with the additional condition that the developer provide underground electric service to the adjacent property.

GENERAL INFORMATION

Applicant

Lennar Homes, LLC.

Owners

Ft. Myers Naples Church, Inc. and Jonathan Anderson

Authorized Agents

John Wojdak, PE
RESPEC Company, LLC

Location

8790 Broadway Avenue East and 20540 Sandy Lane

STRAP Numbers

28-46-25-E3-U1962.2472
28-46-25-E3-U1969-2482

Size of Property

7.5 Acres +/-

Surrounding Zoning and Land Use

North	Broadway Avenue East, then one single family home; Agriculture (AG)
East	Sandy Lane then The Groves single family neighborhood (RPD)
South	Single family home (AG) and vacant wooded Mixed Use Planned Development (MPD)
West	Railroad ROW then single family homes (AG)

Zoning Residential Planned Development (RPD) and Agriculture (AG)

Comprehensive Plan Land Use Category Village Neighborhood 1

Project History

The subject property was historically used as a citrus grove until approximately the late 1990s. By 2000, the property at the corner was entirely cleared as was the property along the railroad and are no longer in active farming. In February 2007, the 5.5 acres of the subject property along the rail line was rezoned by Lee County to Residential Planned Development (Z-06-073) to allow for 16 single family homes at a total density of 2.9 units per acre.

Public Information Meeting

A Public Information Meeting was held at the Planning and Zoning Design Board (PZDB) on October 29, 2024. The applicant presented its request. Board members emphasized the importance of the stormwater analysis in this area due to the project's proximity to the Estero River and the Village's ongoing drainage issues.

The Board asked if a lift station is proposed on-site, or if an off-site connection is proposed. Mary Gibbs added that water and sewer infrastructure are proposed to be constructed within proximity of the project. The Developer and Village of Estero Public Works have discussed using the Project to expedite utility construction.

Public comments included concerns about the density of the project, utility availability, traffic, and the proposed landscape screening.

STAFF ANALYSIS

Request

The applicant is proposing a rezoning from Agricultural (AG) and RPD to Residential Planned Development (RPD) to develop:

- Total of 17 single family homes at a density of 2.26 units per acre.
- Maximum building height of 35 feet (2 story).

A portion of the property was rezoned by Lee County in 2006 for a 16-lot single family subdivision that was never built. The applicant is adding more property and an additional unit for 17 total lots.

MASTER CONCEPT PLAN

The applicant has provided a revised Master Concept Plan that shows:

- Single family home lots with an east/west orientation.
- Sidewalks along both sides of the private road and on the south side of Broadway Avenue East.
- Ingress/egress from Broadway Avenue East.
- Secondary emergency access to the south.
- Lot Numbers 1, 13, and 17 are restricted to one (1) story

Parking

The applicant has indicated that the homes will have 2 and 3 car garages.

Perimeter Buffers and Landscaping

Sandy Lane – A 20-foot-wide Type "D" Buffer which requires 5 trees per 100 feet and double staggered hedge row.

Broadway Ave East – A 20-foot-wide Type "D" Buffer.

West Property Line – A 20-foot-wide Type “D” Buffer.

South Property Lines adjacent to single family homes – A 7’.5”-foot-wide Type “A” Buffer which requires 4 trees per 100 feet, with enhanced double hedgerow.

East Property Line adjacent to single family homes – A 5’-foot-wide Type “A” Buffer with 6’ opaque fence, 4 trees per 100 feet, with hedge of the outside (adjacent property side) of the fence.

The development provides the required 40% open space.

Public Areas

The Master Concept Plan indicates a connection to the future rails-to-trails path that will be utilizing the railroad ROW immediately adjacent on the west side of the subject property. No other public areas are proposed as part of the project.

Pattern Book

A “Pattern Book” has been submitted by the developer. It specifies paver driveways, 1- and 2-story homes, and tile roofs. The homes will be constructed of concrete block on the 1st floor and wood framing on the 2nd floor.

Building Height

The project proposes 1 and 2 story homes with a maximum height of 35 feet.

Vehicular and Pedestrian Connections / Interconnections

There is one connection point proposed for the project. The non-gated private road is proposed to connect to Broadway Avenue East. Sidewalks are proposed on both sides of the private road, along the south side of Broadway Avenue East. Additionally, a pedestrian connection is proposed to the future rails-to-trails path.

Please note that the application requests a deviation from having 2 points of entry, as there is no proposed ingress/egress to Sandy Lane.

Schedule of Uses and Property Development Regulations

The proposed Schedule of Uses is limited and includes the following:

- 17 Single family home lots:
  6,500 minimum lot area
  60’ lot width
  120’ minimum lot depth
  Front setback of 20 feet
  Rear setback of 15 feet
  Side setback of 5 feet
  Maximum Building height of 35’ (2 stories)

- Accessory Uses – normal and customary accessory uses as permitted by the LDC.

Transportation Analysis

The applicant provided a Traffic Impact Statement (TIS) which shows the proposed development will not have an adverse impact on the surrounding roadway network. The TIS indicated that AM peak trip totals 15 and PM peak trip totals 19. There are 198 daily 2-way trips. Therefore, there will not be a degradation of the Level of Service beyond the adopted Level of Service standards. The existing roadway network can accommodate the additional new vehicle trips that will be generated, and no turn lane is warranted.

Environmental Analysis

An ecological assessment was prepared for the applicant by BearPaws Environmental Consulting which indicated 33 gopher tortoise burrows, 26 active and 7 inactive. Construction activities are prohibited within 25 feet of a potentially occupied burrow without a Florida Fish & Wildlife Conservation Commission (FWC) permit. A FWC gopher tortoise relocation permit will be required to conduct development activities on the property.

Stormwater Management

The project will convey stormwater runoff via a closed drainage system within the proposed roadway. The drainage system will connect to dry detention areas on the east and west sides of the property for required water quality treatment and storm attenuation prior to discharging north to the roadside swale on Broadway Avenue East. Per SFWMD rules, the project shall not exceed the allowable discharge rate and must attenuate the 25-year, 3-day storm event. In addition, homes will be elevated above the 100-year, zero discharge peak stage. The development shall be designed in accordance with the Village of Estero LDC Section 7-206 – Surface Water Management.

The stormwater management system will adhere to the guidelines set forth by The Village of Estero and South Florida Water Management District. The stormwater system will be reviewed in more detail during the development order process.

Utilities

Lee County Utilities has provided a letter regarding the availability of potable water and wastewater service for this project. Per the letter, to provide service to the subject parcels, developer funded system enhancements such as line extensions may be required. Availability of potable water and sanitary sewer service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through the Pinewood Water Treatment Plant. Sanitary sewer service will be provided by the Three Oaks Water Reclamation Facility.

This property is located in an area where the Village plans to extend water and sewer infrastructure. The developer has indicated their willingness to cooperate with the Village to facilitate the project.

A condition added by the Planning Zoning Design Board was for the developer to provide underground electric service to the adjacent property. The existing home is supplied power by FPL through overhead lines that will be removed. The applicant and the homeowner both agreed to this condition and it is included in the Ordinance.

Fire

Estero Fire Rescue did not have any comments after reviewing the proposed cul-de-sac and the submitted geometry.

COMPREHENSIVE PLAN AND LAND DEVELOPMENT CODE ANALYSIS

Comprehensive Plan

The project is in Village Neighborhood 1 (VN1) Land Use category. The category is described in the Comprehensive Plan excerpt below:

> The VN1 areas are characterized by predominantly residential uses of lower densities with the potential for commercial uses of a minor commercial or neighborhood center scale. Some, but not all, of the requisite infrastructure needed for development is generally planned or in place. These areas were generally designated Rural, Sub-Outlying Suburban, Outlying Suburban, or Suburban in the Village's Transitional Comprehensive Plan. These areas have been developed or planned with existing or emerging residential neighborhoods. Golf courses constitute the predominant open space in many of these neighborhoods, and gross densities range from one dwelling unit per acre (1 du/acre) to four dwelling units per acre (4 du/acre). VN1 designated areas are either on the fringe of natural resources, or in proximity to urban commercial or transitional mixed-use areas. Examples include Wildcat Run, West Bay Club, The Estates at Estero River, The Brooks and Pelican Landing.

Relevant Comprehensive Plan policies are listed below:

FLU-1.11.1 RESIDENTIAL DEVELOPMENT FORM. *New residential development should accommodate the mix and variety of housing types and configurations suitable to meet the needs and desires of current and future residents, with emphasis on safe means for residents to connect by walking or bicycling within neighborhoods and to the larger community.*

Staff Comment: The project itself does not propose a mix of housing types but does provide for connectivity for residents to the future rails-to-trails path. Additionally, the proposed density of the project (2.26 units per acre) is consistent with the VN1 Future Land Use Category.

FLU-1.11.2 RESIDENTIAL DEVELOPMENT STANDARDS. *Support and enhance Estero's residential character by ensuring that development proposals address how they:*

A. Are compatible with adjacent uses, public facilities, and infrastructure systems;

B. Impact surrounding environmental and natural resources, with specific controls to ensure preserved areas that are designated preserve through the development permitting process are not encroached upon and are only able to be altered or changed upon approval of amendments or modifications to applicable development orders and permits;

C. Access, where applicable, nearby parks, public spaces, recreational facilities, greenways, blueways, and natural open spaces;

D. Connect to adjacent residential developments, mixed-use centers, economic areas, public facilities, natural resources, and other community facilities; and
E. Contribute to the overall design, landscaping, and aesthetics that make up the community's character as a harmonious place with beauty, spaciousness, and a diversity of high quality residential and commercial development that positively contributes to the quality of life of Estero's residents.

Staff Comment: The project is providing pedestrian connectivity along Broadway Avenue East, and internally along the private street. The project also provided an internal connection to the future rails-to-trails route.

HOU-1.1.3 *New development must be compatible with existing residential uses.*

Staff Comment: The development is within the density range of the Village's Comprehensive Plan and, with conditions recommended by staff, will be compatible with the existing area.

DEVIATIONS

The applicant requested two deviations from the Village of Estero Land Development Code:

Deviation 1: Seeks relief from Village of Estero LDC Section 5-304.A.1.A. which specifies a minimum center-to-center roadway connection separation of 330 feet on collector roads, to allow for a roadway connection separation of 293 feet on Broadway Avenue East.

The proposed development consists of 17 single family homes and is not expected to generate high volumes of traffic, as evidenced by the Traffic Impact Statement. The deviation request would reduce the connection separation by less than 12% (37 linear feet) on a road that dead-ends approximately 1,750 feet to the east of Sandy Lane. The requested roadway connection will not present adverse impacts to traffic circulation or levels of service to adjacent roadways. The proposed entrance location provides adequate stopping sight distance in both directions. The minimum stopping sight distance provided is consistent with the requirements of FDOT.

Staff Comment: The proposed location of the access point is supported by staff, and the applicant is meeting FDOT technical criteria for sight-distance requirements.

Staff does not object to this deviation.

Deviation 2: Seeks relief from Village of Estero LDC Section 5-304.A.4.C. which specifies two means of ingress or egress to residential developments of more than five acres, to allow for one primary ingress/egress and a secondary emergency access.

The project proposes a single ingress and egress point at the northern portion of the property on Broadway Avenue East.

A second point of full ingress and egress would conflict with stormwater management areas. The proposed connection to Broadway Avenue East will not be gated, and the provided emergency vehicle turning exhibit shows that the cul-de-sac provides sufficient access to the proposed development. A full cul-de-sac turnaround is provided at the end of the proposed internal roadway which accommodates the design apparatus provided by Estero Fire Rescue. A secondary emergency access-only point is being provided to the south as shown on the Master Concept Plan.

Staff Comment: The project provides the necessary fire protection through the installation of new mains and hydrants and provides the needed geometry for Estero Fire Rescue to appropriately serve the neighborhood in the event of an emergency. Additionally, there is only one other location to make a road connection and that is to Sandy Lane, which staff has discouraged.

Estero Fire Rescue reviewed the project and had no objection to the deviation. Staff also does not object.

CONCLUSION

Rezoning is subject to a quasi-judicial process and hearing by both Planning Zoning and Design Board and the Village Council. In determining whether to adopt a proposed amendment the following shall be considered:

1. **Is the amendment consistent with the Comprehensive Plan;**

   The subject property is located within Village Neighborhood 1 (VN1) land use category, which allows up to 4 dwelling units per acre. The project proposed 2.26 units per acre. The project is in compliance with the Comprehensive Plan.

2. **The amendment is not in conflict with any portion of the Land Development Code;**

   The application and submitted documents, with the deviations noted, are not in conflict with any portion of the Land Development Code.

3. **The amendment addresses a demonstrated community need;**

   The project is implementing the goals and policies of the Comprehensive Plan and Land Development Code. Additionally, the project is consistent with surrounding land uses.

4. **The amendment is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;**

   The subject property is surrounded by residential development. The 17-lot single family project is appropriate with the staff recommended conditions and the proposed zoning is appropriate for the land.

5. **The amendment would result in a logical and orderly development pattern;**

   The single-family residential project is considered infill and is congruent with the development pattern in the area.

6. **The amendment would not adversely affect the property values in the area;**

   The land use and density are compatible with property in the surrounding area and should not adversely affect property values.

7. **The amendment would result in development that is adequately served by public facilities (road, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);**

The project will be served by water and sewer utilities and other public facilities.

8. **The amendment would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;**

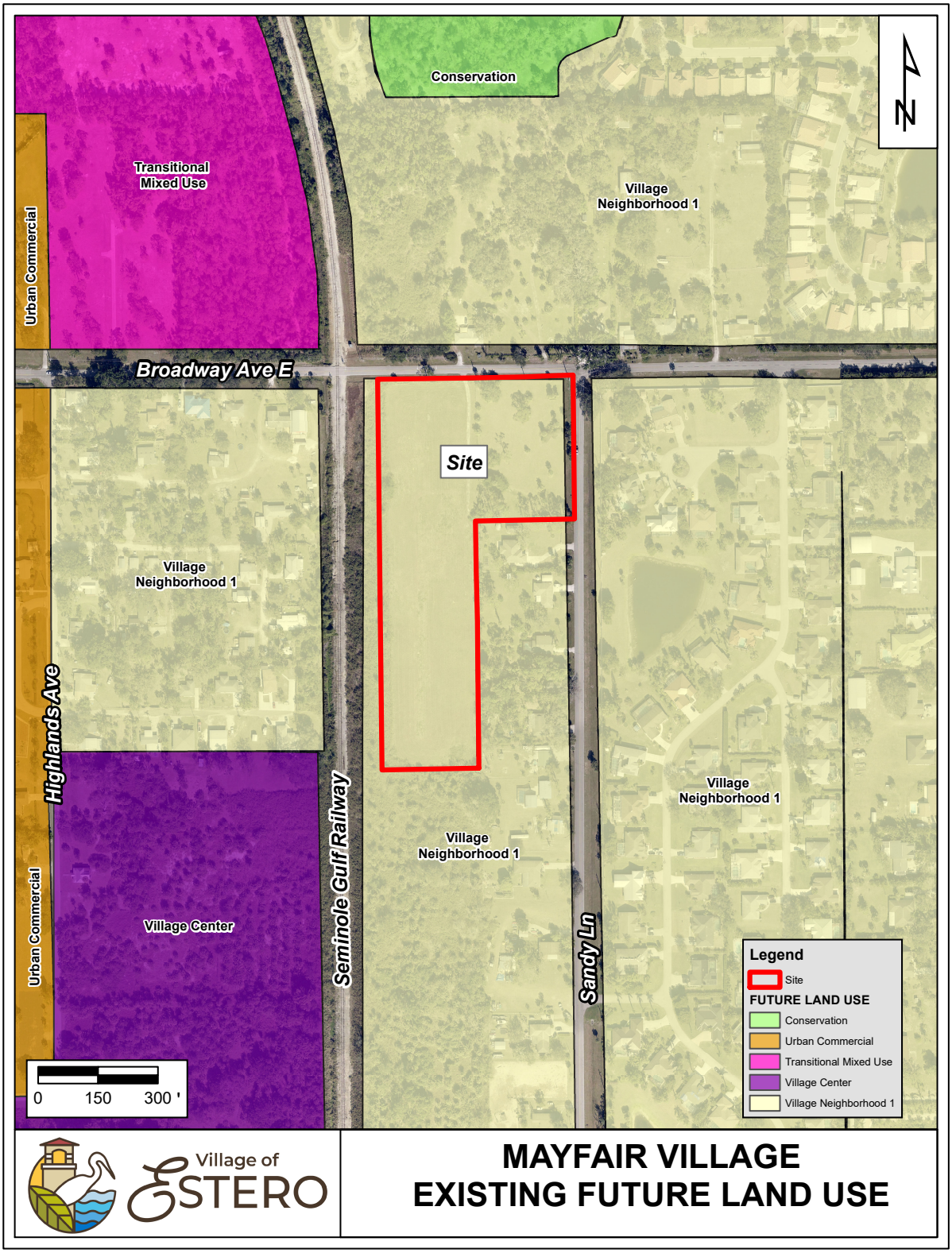
   The subject property was previously utilized as a citrus farm. While the ecological report did find gopher tortoises, there are no other findings of ecological significance. As stated in the conditions of approval, the gopher tortoises will be required to be relocated in accordance with State regulations and permitting.

9. **The amendment is compatible with existing or planned uses in the surrounding uses;**

   The proposed single family land use and density are compatible with surrounding uses.

ATTACHMENTS

A. Future Land Use Map
B. Zoning Map
C. Applicant's Information


Conservation
Transitional Mixed Use
Village Neighborhood 1
Urban Commercial
Broadway Ave E
Site
Village Neighborhood 1
Highlands Ave
Seminole Gulf Railway
Village Neighborhood 1
Village Neighborhood 1
Urban Commercial
Village Center
Sandy Ln
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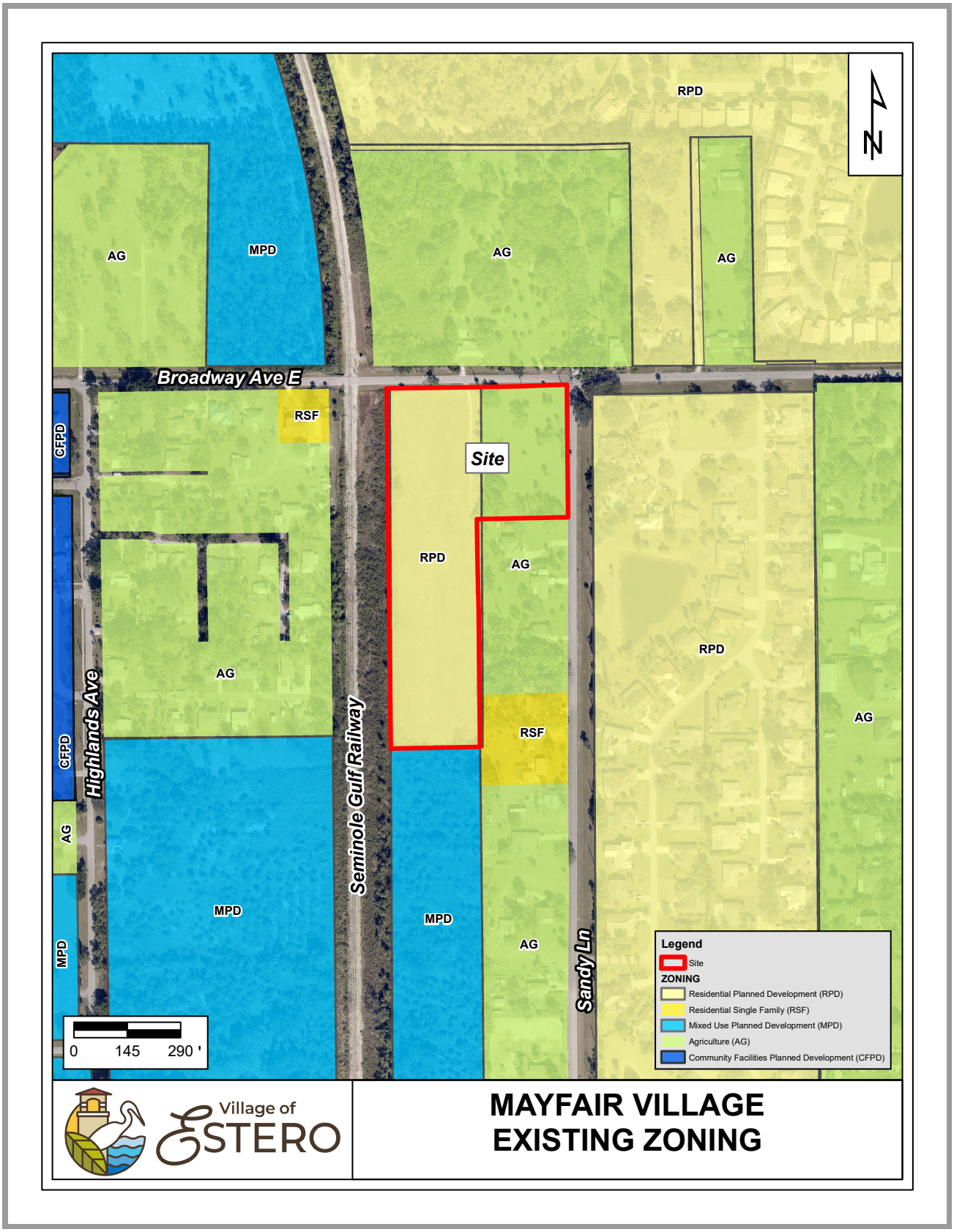
Legend
Site
FUTURE LAND USE
Conservation
Urban Commercial
Transitional Mixed Use
Village Center
Village Neighborhood 1
Village of ESTERO
MAYFAIR VILLAGE
EXISTING FUTURE LAND USE


RPD
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MPD
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Broadway Ave E
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CFPD
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Highlands Ave
Seminole Gulf Railway
RSF
RPD
AG
CFPD
AG
MPD
MPD
MPD
AG
Sandy Ln
0 145 290 '
Legend
Site
ZONING
Residential Planned Development (RPD)
Residential Single Family (RSF)
Mixed Use Planned Development (MPD)
Agriculture (AG)
Community Facilities Planned Development (CFPD)
Village of ESTERO
MAYFAIR VILLAGE
EXISTING ZONING

DELISI
Land Use Planning & Water Policy

MAYFAIR VILLAGE RPD
REQUEST STATEMENT

Introduction

The attached application is to rezone the subject property from AG-2 & RPD to RPD to allow for the development of a residential community consistent with both the comprehensive plan and the residential uses in the surrounding neighborhoods. The total number of units requested is 17 at a density of 2.26 units per acre. The property is approximately 7.5 acres and is located at the southwest corner of Sandy Lane and Broadway. The property is in the Village Neighborhood 1 future land use category.

Entitlement History

The subject property was historically used as a citrus grove until approximately the late 1990s. By 2000 the property at the corner was entirely cleared as was the property along the railroad, no longer in active farming. In February 2007, the 5.5 acres of the subject property along the rail line was rezoned to residential planned development (Z-06-073) to allow for 16 single family homes at a total density of 2.9 units per acre. The proposed zoning requests an amendment to the RPD to add approximately 2 acres and 1 residential unit bringing the total development to 17 units on 7.5 acres. It should be noted that under the current zoning for the RPD and the current zoning for the AG-2 parcel, the combined property is entitled for 18 residential units, effectively making this a downzoning of the property.

Adjacent Uses

The subject property is in an area of existing development and infrastructure that supports the proposed use. The subject property is located at the southwest corner of Sandy Lane and East Broadway Avenue. Access to the development will be to Broadway Avenue. The subject property is surrounded on all sides by residential development and vacant land. To the east are residential units that front along Sandy Lane and the Groves community which has units backing up to Sandy Lane. To the west is the rail line for approximately 150 feet, with single family homes located to the west of the rail line. To the south is vacant land that appears to historically have been part of the same citrus grove on the subject property but is now overgrown with vegetation. To the north there is a large lot single family unit.

Access:

The subject property is located along both Broadway Avenue and Sandy Lane. Access is provided via Broadway Avenue.

Zoning Justification:

The proposed development of the subject property complies with the Village of Estero Land Development Code. A brief description of how the proposed development satisfies these criteria is presented below:

1. Is consistent with and furthers the goals, objectives, and policies of the comprehensive plan and all other applicable Village-adopted plans;

Below is a description of how the proposed amendment is consistent with the Comprehensive Plan.

FLU-1.2.1 FUTURE LAND USE CATEGORIES. **The Village shall designate on the Future Land Use Map (see Map FLU-1) use categories of varying densities and intensities to provide for a full range of land use activities appropriate to the character of the Village's neighborhoods. These designations are based upon environmental conditions, historic and developing growth patterns, and existing or future availability of public facilities and services. Village future land use categories are summarized as follow:**

The subject property is entirely located within the Village Neighborhood 1 land use category. The table in Policy FLU 1.2.1 allows for residential development of up to 4 dwelling units per acre consistent with FLU 1.2.6. The proposed residential community is for 2.26 dwelling units per acre, consistent with the density range in Village Neighborhood 1.

FLU 1.2.6 VILLAGE NEIGHBORHOOD 1. The Village Neighborhood 1 areas are characterized by predominantly residential uses of lower densities with the potential for commercial uses of a minor commercial or neighborhood center scale. Some, but not all, of the requisite infrastructure needed for development is generally planned or in place. These areas were generally designated Rural, Sub-Outlying Suburban, Outlying Suburban, or Suburban in the Village's Transitional Comprehensive Plan. These areas have been developed or planned with existing or emerging residential neighborhoods. Golf courses constitute the predominant open space in many of these neighborhoods, and gross densities range from one dwelling unit per acre (1 du/acre) to four dwelling units per acre (4 du/acre). Village Neighborhood 1 designated areas are either on the fringe of natural resources, or in proximity to urban commercial or transitional mixed-use areas.

> **A. Uses: Predominant land uses in Village Neighborhood 1 will be lower density residential uses with the potential to allow minor commercial or**

limited neighborhood center scale commercial, assisted living facilities, public and quasi-public uses, in each case through a public hearing process. Higher densities greater than 4 du/ac, commercial development greater than neighborhood centers, and industrial land uses are not permitted.

The proposed residential community consists of low-density residential development and is well within the density range allowed. The proposed density of 2.26 units per acre is less than the density approved in Z-06-073 of 2.9 units per acre. Both are well below the permissible 4 dwelling units per acre.

B. Development type: Future development in this category is encouraged to be developed in a way that maintains and enhances a limited mix of residential unit types (multifamily, townhome, mid-rise, villas, and single family) while accommodating neighborhood oriented commercial uses such as eating places, personal and convenience services, and limited office when approved through a public hearing process. Such commercial uses may be developed as single use buildings or centers or as mixed-use, subject to compatibility standards described in the Community Design Sub-Element.

The proposed single family development blends in with the surrounding uses and compliments the adjacent neighborhoods. The development proposal is consistent with this policy by maintaining and enhancing the housing in the community.

C. Density/Intensity: The standard density range is from one dwelling unit per acre (1 du/acre) to four dwelling units per acre (4 du/acre). Bonus densities are not allowed. Commercial development must not exceed 1 FAR and must not exceed neighborhood center criteria of 30,000 – 100,000 square feet as described in Objective FLU-1.5.

As stated above, the proposed development density is 2.26 dwelling units per acre, well within the density range of 1 – 4 dwelling units per acre.

FLU-1.11.2 RESIDENTIAL DEVELOPMENT STANDARDS. Support and enhance Estero's residential character by ensuring that development proposals address how they:

A. Are compatible with adjacent uses, public facilities, and infrastructure systems;

The subject property is surrounded on all sides by residential development. To the east and west there are residential communities. To the south there is vacant land with residential communities south of that. To the north is a single large lot residential home with residential developments north of that. As evidenced by the development surrounding the property on all sides, public facilities and infrastructure are in place to

serve the proposed development. Furthermore, the existing zoning of both properties allow 18 residential units, one more than the proposed 17 units for the combined properties.

B. Impact surrounding environmental and natural resources, with specific controls to ensure preserved areas that are designated preserve through the development permitting process are not encroached upon and are only able to be altered or changed upon approval of amendments or modifications to applicable development orders and permits;

The subject property was previously cleared for an active citrus grove. Although the grove has not been in operation for several years, there are no significant environmental or natural resources on the subject property.

C. Access, where applicable, nearby parks, public spaces, recreational facilities, greenways, blueways, and natural open spaces;

The subject property is in close proximity to several parks and public green space areas. The property is within a mile from the Happehatchee Center and the Village owned property on the Estero River. Mayfair Village is just over a mile from the Estero Community Park. Both are accessible via sidewalks along Corkscrew Road, US 41. The Village has pedestrian improvement plan within the Capital Improvement Program, which includes funding for a shared use pathway along Broadway East from both US 41 to Sandy Lane and from Sandy Lane to Three Oaks. This shared use pathway will connect up to sidewalks on both US 41 and Three Oaks extending pedestrian and bicycle connectivity throughout the community. The internal sidewalk system for the development will connect to these facilities providing access for residents by walking or bicycling within the neighborhood to the larger community's recreational facilities, such as the Estero Community Park and other public spaces.

D. Connect to adjacent residential developments, mixed-use centers, economic areas, public facilities, natural resources, and other community facilities; and

The proposed amendment increases the total allowable units by 1 home and adds 2 additional acres to the development. The units will have easy access to adjacent residential developments along Broadway Avenue and Sandy Lane, commercial and mixed-use centers along Corkscrew Road and public facilities and natural resources in close proximity.

E. Contribute to the overall design, landscaping, and aesthetics that make up the community's character as a harmonious place with beauty, spaciousness, and a diversity of high quality residential and commercial development that positively contributes to the quality of life of Estero's residents.

The proposed development will comply with Estero's landscape code and applicable design guidelines, which will result in the development of a quality residential community. The lower density single family units will help to maintain the high quality of life for existing residents.

2. Is not in conflict with any portion of the LDC;

The proposed Planned Development is not in conflict with any portion of the Land Development Code. There is only one deviation requested, which was part of the original zoning application. This deviation is from the requirement to provide two means of ingress/egress for residential development greater than 5 acres. The subject property is only 7.5 acres, and the amendment is only increasing the total number of units by 1 home. The impact to the single access point is de minimus.

3. Addresses a demonstrated community need;

The proposed development is for a residential community consistent with the intent of FLU Policy 1.2.6 and the stated goal of providing for a quality in the community. The development of a residential community is consistent with the surrounding uses.

4. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land;

The subject property is surrounded on all sides by residential development. To the east and west are residential communities. To the south is vacant land and more residential development and to the north is a single large lot unit with more residential development farther north. The proposed development is compatible with surrounding uses. Most of the property is already zoned for the proposed use. The proposed amendment will simply add 2 acres and 1 residential unit to the existing zoning, effectively decreasing the total units currently allowed on the combined property. The proposed RPD is the most appropriate zoning for the subject property.

5. Would result in a logical and orderly development pattern;

The proposed rezoning would allow for residential development on the subject property, consistent with properties on all sides of the subject property. The zoning therefore represents a logical and orderly development pattern by filling in residential development consistent with uses surrounding the property on all sides.

6. Would not adversely affect the property values in the area;

The proposed amendment to add 1 unit to the existing zoning and 2 acres would have no impact on property values in the area.

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

Water and sewer service is currently available in the area via Lee County Utilities as evidenced by the surrounding development. The property is within the Estero Fire District and fire/EMS service are available with a fire station approximately ½ mile from the community along US 41 to the west. As noted above, the current RPD entitlement of 16 units plus the allowance of 2 units in the AG-2 zoning for the property being added to the RPD is greater than the proposed zoning. Therefore, the request is a decrease in units allowed under existing zoning. The impact to transportation facilities is de minimus impact. All other services are adequate to accommodate the proposed amendment.

8. Would not result in significantly adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;

The subject property was previously cleared for an active citrus grove. Although the grove has not been in operation for several years, there are no significant environmental or natural resources on the subject property.

9. Is compatible with existing or planned uses in the surrounding area.

The subject property is surrounded on all sides by residential development. To the north and west are residential communities. To the south and east are public roads with residential development on the other side of the roads. The proposed development is compatible with surrounding uses.

Summary:

As detailed in the Village of Estero Land Development Code, the attached application demonstrates that the proposed development is compliant with the Land Development Code and other applicable codes or regulations. Based on compliance with the land development code and the Estero Plan, we respectfully submit that this zoning application will not place an undue burden upon existing transportation or planned infrastructure facilities. Similarly, the proposed use is appropriate at the subject location and is compatible with existing uses in the surrounding area. For these reasons, the requested amendment should be approved.

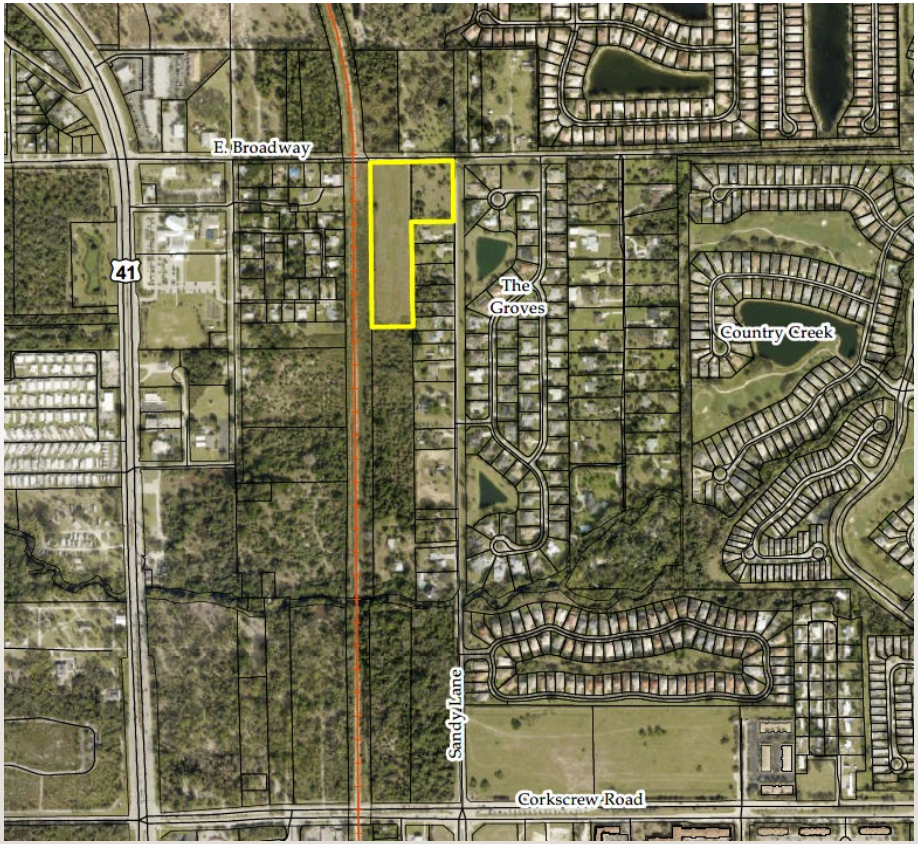
MAYFAIR VILLAGE RPD

VILLAGE COUNCIL

JUNE 18TH, 2025

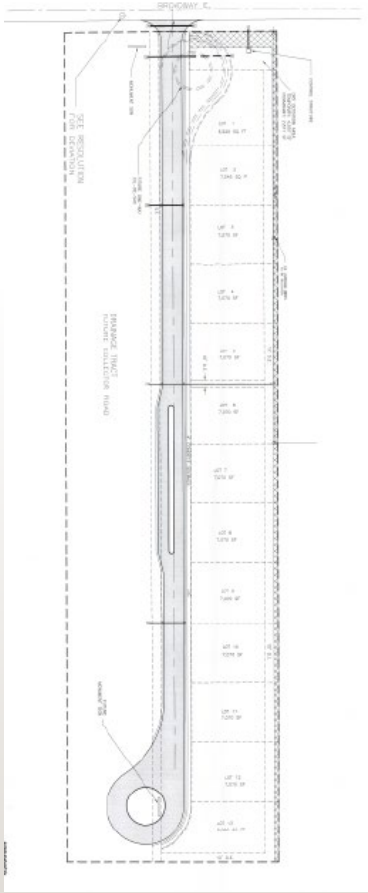
PROPERTY LOCATION

- ❑7.5 acres – 2 parcels
- ❑Southwest corner of East Broadway and Sandy Lane
- ❑East side of Railroad tracks



ZONING HISTORY

- 2007 - 5.5 acres zoned RPD for 16 single family homes – Z-06-073
- Roadway reservation eliminated by Village Council action in January



RESOLUTION NUMBER Z-06-073

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, an application was filed by the property owner, Mayfair Developments, LLC, to rezone a 5.52± acre parcel from Agricultural (AG-2) to Residential Plan Development (RPD), in reference to Mayfair Village RPD; and,

WHEREAS, a public hearing was advertised and held on August 24, 2006, before the Lee County Zoning Hearing Examiner, Diana M. Parker, who gave full consideration to the evidence in the record for Case #DCI2006-00024; and,

WHEREAS, a second public hearing was advertised and held on February 19, 2007, before the Lee County Board of Commissioners, who gave full and complete consideration to the recommendations of the staff, the Hearing Examiner, the documents on record and the testimony of all interested persons.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS:

SECTION A. REQUEST

The applicant filed a request to rezone a 5.52± acre parcel from AG-2 to RPD, to allow 16 residential single-family dwelling units with a maximum height of 35 feet. This project will be connected to central water and sanitary sewer. The property is located in the Outlying Suburban Land Use Category and is legally described in attached Exhibit A. The request is APPROVED, SUBJECT TO the conditions and deviations specified in Sections B and C below.

SECTION B. CONDITIONS:

All references to uses are as defined or listed in the Lee County Land Development Code (LDC).

1. The development of this project must be consistent with the 1-page Master Concept Plan entitled "Mayfair Village RPD Master Concept Plan," date stamped "Received March 6, 2007," last revised in February 2007, attached hereto as Exhibit C, except as modified by the conditions below. This development must comply with all requirements of the Lee County LDC at time of local development order approval, except as may be granted by deviation as part of this planned development. If changes to the Master Concept Plan are subsequently pursued, appropriate approvals will be necessary.

2. The following Limits apply to the project and uses:

   a. Schedule of Uses

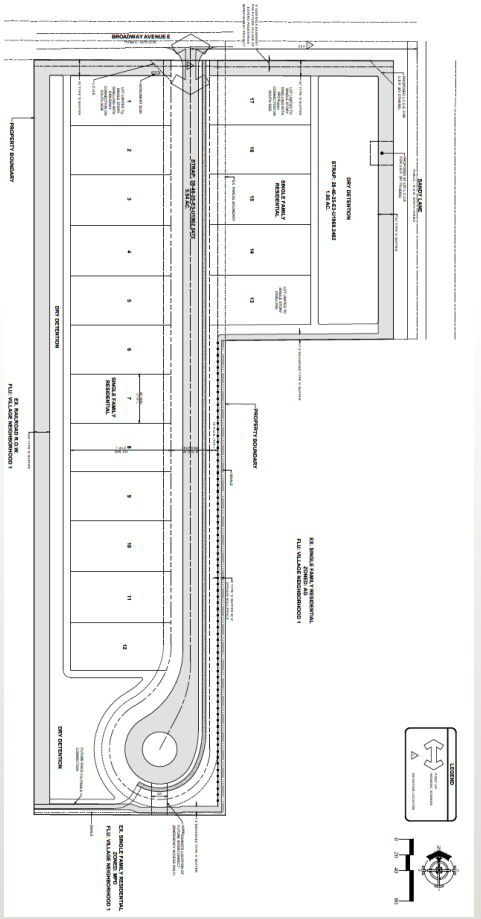
      Residential, Single Family Detached (Limited to a maximum of 16 dwelling units)

CASE NO:DCI2006-00024 Z-06-073
Page 1 of 5

ZONING REQUEST

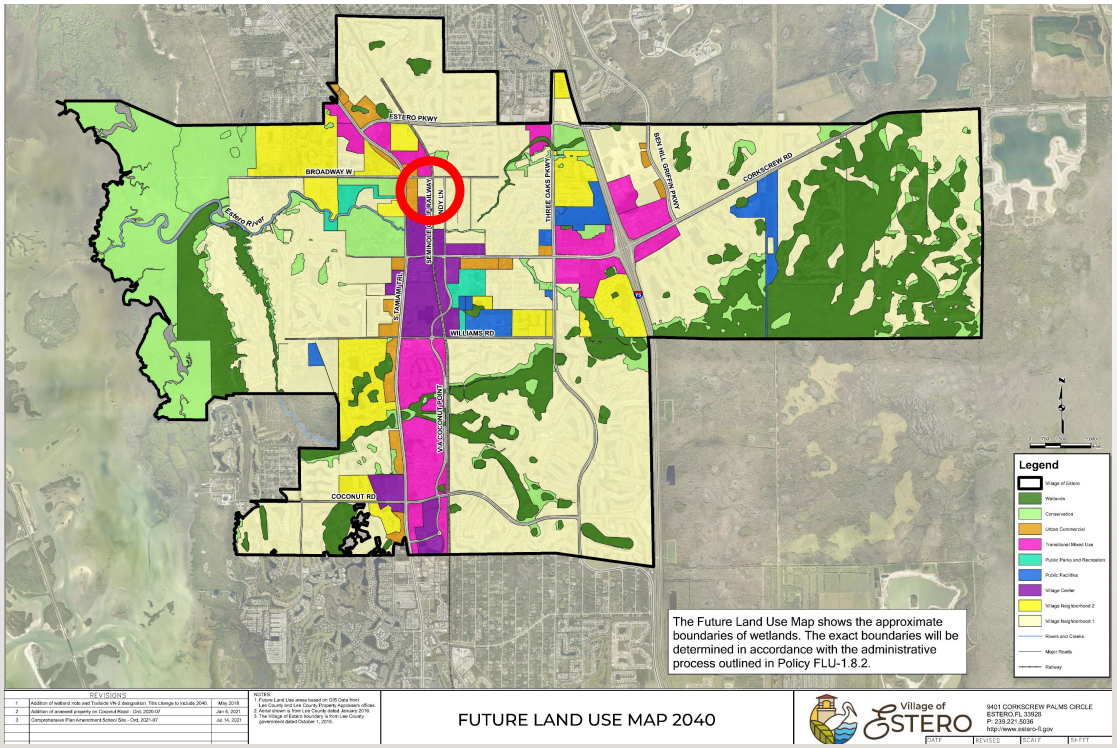
1. Add 2-acre parcel
2. Change unit allocation from 16 units on 5.5 acres to 17 units on 7.5 acres

- ❑ Allows for more design flexibility, deeper lots, nicer units
- ❑ Eliminates driveways near intersection
- ❑ Maintains existing neighborhood character
- ❑ Provides Easement for future Village pedestrian improvements along East Broadway
- ❑ Initiates utility expansion project


BROADWAY AVENUE E
PROPERTY BOUNDARY
DRY DETENTION
SINGLE FAMILY RESIDENTIAL
DRY DETENTION
DRY DETENTION
SINGLE FAMILY RESIDENTIAL
DRY DETENTION
PROPERTY BOUNDARY
DRY DETENTION
SINGLE FAMILY RESIDENTIAL
DRY DETENTION
DRY DETENTION

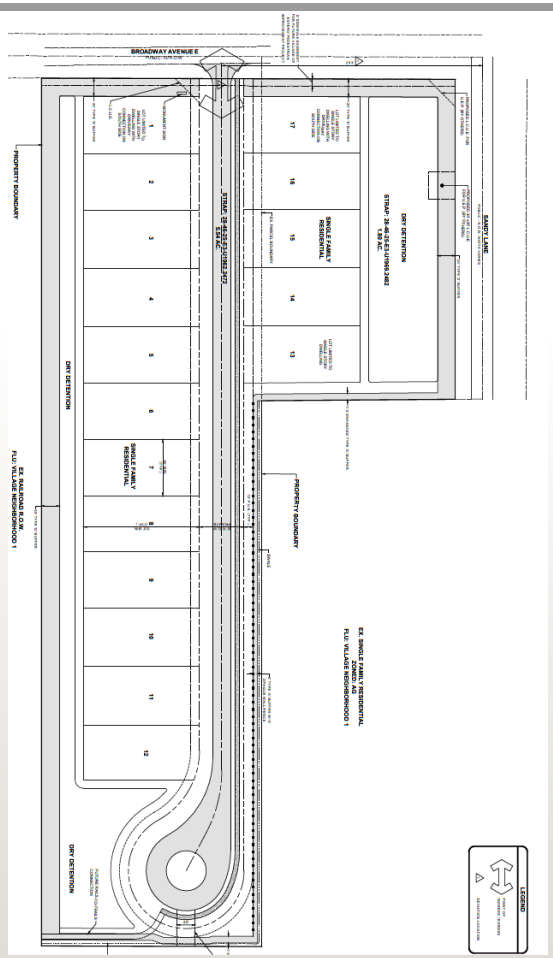
COMPREHENSIVE PLAN

- Village Neighborhood 1
  - 1-4 units per acre
  - Request is for 2.26 units/acre
  - Reduced from 2.9 du/acre



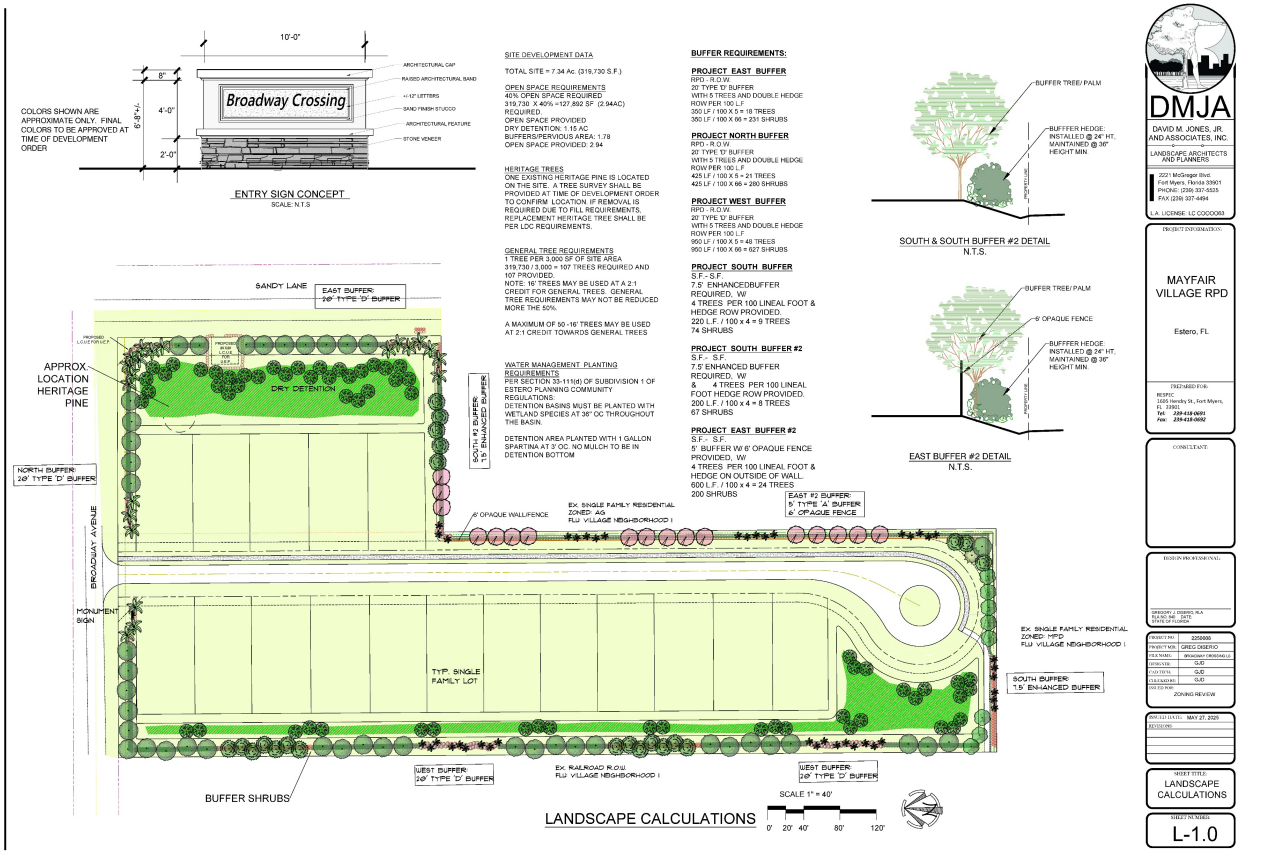
DEVIATIONS

1. Connection Separation
   - ❑ Allow for 293 feet separation from Sandy Lane rather than 330 feet
   - ❑ 17 units – minimal impact
   - ❑ Allows for a design to minimize on-site roads and imperviously surface with 1-central road
   - ❑ Meets site distance requirements
2. Allow for 1 access rather than 2
   - ❑ 17 units
   - ❑ Would require access to Sandy Lane
   - ❑ Internal circulation meets fire circulation standards
   - ❑ Secondary emergency future interconnect to the south



CONCEPT PLAN

LANDSCAPE PLAN



RESULT OF REZONING

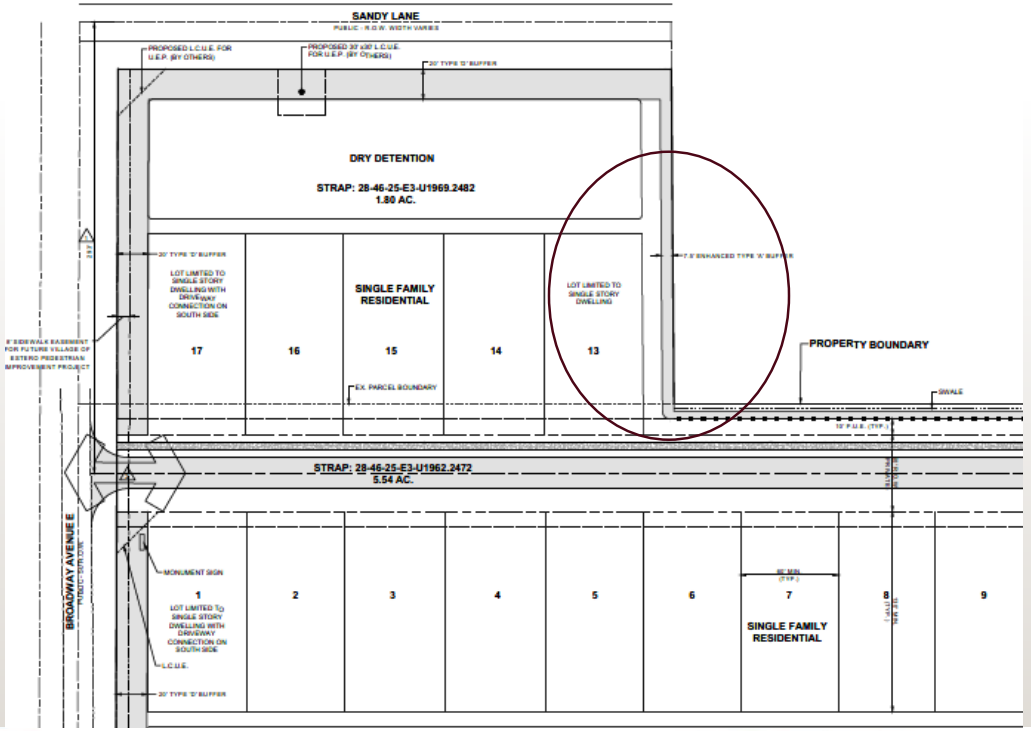
- More spacious lots
- Larger homes
- Maintains single family character of local area

KEY FEATURES

- TILE ROOF
- 3-CAR GARAGE
- PAVER DRIVEWAY
- CBS CONSTRUCTION

CHANGES AFTER PZDB HEARING

- Relocate FPL, Comcast, Lumen
- Add fence within buffer
- Single story home adjacent to existing home



QUESTIONS?

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Second Reading Ordinance No. 2025-08 Unsafe Structures

Background:

Approve Ordinance No. 2025-08

Description:

The Village does not have a property maintenance code or process for dealing with unsafe structures through Code Enforcement. Unsafe structures can pose life safety issues for inhabitants and neighbors. The staff has been investigating models of property maintenance codes with the intent of proposing a new code in the near future. Adopting the unsafe structures ordinance is a first step that will assist the Building Official and Code Enforcement with recent problems.

The Council held the first reading on June 4, 2025. There was no public comment.

Action Requested:

Approve Ordinance No. 2025-08

Process and Timeline:

N/A

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2025-08

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, CREATING A NEW CHAPTER 23 REGARDING PROPERTY MAINTENANCE; CREATING A NEW ARTICLE II (UNSAFE STRUCTURES) OF CHAPTER 23 TO PROVIDE FOR THE PROHIBITION OF UNSAFE STRUCTURES AND FOR THE AUTHORITY OF THE VILLAGE TO ENSURE SUCH STRUCTURES ARE ABATED OR REMOVED; MAKING RELATED FINDINGS; PROVIDING FOR CODIFICATION, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

WHEREAS, the Village Code does not currently contain a Property Maintenance Code; and

WHEREAS, the Village staff has begun examining models of Property Maintenance Codes with the intent of proposing such a new code in the near future; and

WHEREAS, the Village Code also does not currently address structures in the Village which have become unfit and unsafe for human habitation and which may pose a serious risk of danger to the health and safety of residents, and which may have become an attractive nuisance to children who may enter and become injured on such properties; and

WHEREAS, the Village's Building Official has recently become aware of several structures in the Village which may soon become unfit for human habitation or which are partially constructed but not advancing, and which, due to neglect and deterioration of structural elements, may in the future present a serious risk to residents and/or become a nuisance due to being an attraction to termites, rodents, and other undesirable living creatures; and

WHEREAS, a structure may be deemed unsafe (and thus a nuisance) if it poses a danger to the public health or safety, such as in the case of *Trushin v. City of Miami Beach*, 328 So. 2d 27 (Fla. 3d DCA 1976), wherein the court ruled that an apartment building was properly adjudged a nuisance and ordered demolished where it was concededly unfit for human habitation, did not comply with zoning ordinances, and would have cost at least 200% of the county tax-assessed value to repair; and

WHEREAS, court cases such as *Munzel as Trustee of Clyde W. Munzel Revocable Trust, under agreement dated May 3, 2005 v. Hillsborough County*, 574 F.Supp.3d 1145 (M.D. Fla. 2021) confirm that no compensation is due when the government's seizure of property was necessary to abate a nuisance or protect the public health; and

WHEREAS, the Florida Supreme Court has confirmed in *Keshbro, Inc. v. City of Miami*, 801 So. 2d 864, 875 (Fla. 2001) that government agencies need not compensate landowners if they can identify background principles of nuisance and property law that forbid the manner in which the landowner was using the property; and

WHEREAS, the court in *Dragomirecky v. Village of Ponce Inlet*, 882 So. 2d 495, 497 (Fla. 5th DCA 2004) found that, while it is true that a plaintiff may be financially harmed if a demolition

of an unsafe and uninhabitable building occurs, "the law permits such harm when it results from a valid exercise of police power"; and

WHEREAS, the court in *G.W. v. State*, 106 So. 2d 83, 85 (Fla. 3d DCA 2013) ruled that a lawmaking body, under its police power, "has broad authority...to enact laws which 'promote the public health, safety, morals, and general welfare' of its citizens"; and

WHEREAS, the Council desires to adopt a regulatory scheme which allows the Village to promptly address such structures in a way which will ensure that they are either fully secured or demolished, while also providing for procedures which will ensure the owners of such structures are afforded due process; and

WHEREAS, it is in the best interest of the Village, its residents, its visitors, and its businesses, to approve the provisions set forth in this Ordinance.

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

Section 1. A new Chapter 23 of the Village Code, entitled "Property Maintenance", is hereby created.

Section 2. A new Article I of Chapter 23 of the Estero Village Code, entitled "**PROPERTY MAINTENANCE STANDARDS**" is hereby created, with § 23-1 – 23-39 reserved for future property maintenance standards.

Section 3. A new Article II of Chapter 23 of the Estero Village Code, entitled "**UNFIT/UNSAFE STRUCTURES**" is hereby created to read as follows:

ARTICLE II. – UNFIT/UNSAFE STRUCTURES

Sec. 23-40. Unfit or unsafe dwellings or structures.

When a dwelling or other structure including an accessory structure or manmade body of water, is found to be unfit or unsafe upon inspection by the building official, the building official shall require the repair, securing, demolition or removal thereof. For this article, the term "structure" includes all buildings, dwellings, accessory structures, and manmade bodies of water and any part or portion thereof.

Sec. 23-41. - Notice of violation; notice of condemnation/order to demolish.

When the building official verifies the existence of a structure which is unfit or unsafe, the building official shall determine the owner of record of the real estate upon which the structure is located and shall provide an initial notice of violation stating the requirements to secure or repair,

and/or an initial notice of condemnation/order to demolish requiring demolition and removal to the owner of record and other interested parties as set forth in § 23-44.

Sec. 23-42. - Authority to order demolition, removal, securing, etc.

(a) If the conditions identified in the notice are not remedied within the time set forth in the notice, the building official shall order the vacation, demolition, removal or securing of any unfit or unsafe structure when any such part, by reason of inadequate maintenance, fire, age, decay, deterioration, structural defects, improper design, unstable foundation, termites, affording the opportunity of being a nuisance to the public or a haven for vagrants or criminals, acts of God or other causes, shall be dangerous to the occupants thereof or to surrounding buildings and the occupants thereof, a menace to public health, a fire hazard or so unsafe as to endanger life or property or render the use of the public streets dangerous. Notice of the order shall be provided as set forth in § 23-44.

(b) When a structure is required to be secured, open windows and doors shall be secured with exterior plywood and suitably coated with an appropriate neutral color blending with or harmonizing with the exterior colors of the building so as to be as inconspicuous as possible. When securing with exterior plywood is not possible because existing structural damage or design features will not support a sound, secure application of plywood or for any other reason, the building official shall order securing against access and shall specify the industrial standard method and materials to be installed. Manmade bodies of water must be secured in a manner so as to eliminate any drowning or infection hazard, or must be filled completely with clean fill dirt or sand and adequate drainage provided so that water is not retained, does not accumulate and does not pond.

(c) If the owner or other parties in interest do not repair, restore, demolish, secure or replace such part or parts of such structure within the specified time or such other reasonable time fixed in such order the building official may order vacation of the premises and proceed to remedy the conditions. When the county health officer verifies the existence of a rodent infestation in any structure that is to be demolished and removed, in order to preclude the migration of rodents, the building official shall require that the owner or person in charge carry out effective rodent extermination methods by a licensed structural pest control operator prior to demolition. Extermination techniques shall include ectoparasite control measures.

(d) All unfit or unsafe structures which have been secured as a result of a notice of violation shall be subject to inspection and the owner of the structure shall be assessed a fee for each and every such inspection. For the purpose of ensuring that the vacant and unfit or unsafe structure is locked and/or secured, inspections will be conducted at 30-day intervals and the following fee collected in the manner provided by this article for each and every inspection conducted.

(1) Residential, commercial, institutional and industrial structures, per structure: $70.00.

(2) Other structures (detached garages, accessory buildings, etc.), per structure: $50.00.

Sec. 23-43. - Condition of lot after demolition.

A lot from which a structure is demolished shall be properly filled, graded and seeded with grass seed or sodded within five days of the date of completion of the demolition.

Sec. 23-44. - Manner of serving notice.

(a) For the purpose of providing notice, interested parties shall be the owner of the property as shown on the county tax rolls, other persons whose names appear on the county tax rolls as having an interest in the property, and the tenant or occupant, if any, of the property, as well as other persons of record interest, which may include the mortgagee, contract purchaser (if known), agent with power of attorney (if known), and any person claiming an interest under a lis pendens (if known).

(b) Ten days or more prior to the demolition or securing of any unsafe structure, the notice of condemnation/order to demolish shall be posted on the front of the property and shall be delivered to the interested parties either:

(1) By personally delivering a copy thereof to the party to be notified;

(2) By leaving such copy at such person's usual place of residence with some person of the household above 18 years of age and informing such person of the contents thereof; or

(3) By either registered or certified United States mail with return receipt requested.

If the name of any interested party or their place of residence or their post office address cannot be ascertained after diligent search or in the event a notice sent by either registered or certified mail shall be returned undelivered, notice shall be given by publishing a copy thereof two times in a newspaper of general circulation in the village as set forth in subsection (d) of this section and, if the name of such interested party is known, mailing a copy thereof to such person's last known address, if known.

(c) A copy of such notice and order shall be posted in a conspicuous place at village hall and upon such structure.

(d) If publication of notice is required, ten days or more prior to the demolition or securing of any unsafe structure, a notice of intent to secure and inspect and/or demolish shall be published on two different days in a newspaper of general circulation in the village. Such notice shall be substantially in one of the following forms:

Notice of Intent to Secure and Inspect

The owner or other interested parties having failed to either repair and/or secure the structure at [*address*] as ordered by the Village of Estero are hereby notified that the

Village will proceed to have the structure secured on or after [*date*] and a lien will be placed against the property to recover all costs.

If, as result of this notice, the structure is secured, notice is hereby given that the structure may be inspected on a monthly basis by the Village, a fee charged for that inspection, and a lien placed against the property for such fees.

To appeal this notice, interested parties must follow the procedure in Village Code § 23-48. Interested parties may contact [*contact person, address, and phone number*] for information.

Notice of Intent to Demolish

The owner or other interested parties having failed to demolish and remove the structure [*address*] as ordered by the Village of Estero are hereby notified that the Village of Estero will proceed to have the structure demolished and removed on or after [*date*], and a lien will be placed against the property to cover all costs.

To appeal this notice, interested parties must follow the procedure set forth in Village Code § 23-48. Interested parties may contact the [*contact person, address, and phone number*] for information.

Sec. 23-45. - Extension of time to comply with order.

(a) If the interested parties have obtained a building or demolition permit within the specified period and in good faith and in due time have begun work to comply with the order, but it appears that they will not be able to complete the work by the date ordered, they may file a written request to the building official stating the reasons they have been unable to fully comply, and if reasonable grounds are shown therefor, the building official is authorized to issue extensions in writing not to exceed a total of 60 days in which to fully comply with the original order.

(b) In exceptional cases, the building official may approve an additional 30-day extension upon written request if the party shows special hardship, unusual difficulty or unique problems. Requests for this extension shall be made either in person or by certified mail, return receipt requested, to the building official.

Sec. 23-46. - Action on failure to comply.

In the event that the owner or other interested parties shall fail to comply with any order issued under this article within the time therein fixed, and does not timely request an appeal, the village, acting through the village manager or designee, is authorized to vacate, demolish, remove or secure, either with village forces or by requesting bids for the work under the village's procurement code.

Sec. 23-47. - Assessment of cost of demolition, etc.; lien on property.

(a) Upon expiration of the appeal period with no appeal having been taken, or upon expiration of a 30-day period following the denial of an appeal, or following an emergency demolition authorized and conducted in accordance with § 23-51, the building official, after proceeding under this article, shall report the abatement of the nuisance by the village; and the village council shall assess the entire cost of such vacation, demolition, removal or securing against the real property upon which such cost was incurred. The costs which may be assessed include the cost of rodent extermination where employed, all administrative costs (which shall include all costs related to any hearing before a special magistrate and any lien recording and releasing fees incurred by the village), postal expense, newspaper publication and other costs reasonably and necessarily incurred by the village, and attorney fees and costs. Such costs when assessed and recorded shall constitute a lien upon such property of the same stature and priority as code enforcement liens.

(b) In those instances where the owner has repaired, secured or demolished a structure or caused such work to be done as the result of having received notice from the village ordering such repair work, demolition or securing, all costs described in subsection (a) of this section reasonably and necessarily incurred by the village shall be assessed against the property and shall constitute a lien upon such property.

(c) The village shall record a notice of lien in the county public records. The notice of lien shall show the nature of the lien, the amount thereof, the name(s) of the person(s) or entity having ownership, and an accurate legal description of the property. The principal amount of all liens under this section which remain unpaid after 30 days from the date of filing the lien shall bear interest at the statutory rate until the principal and interest are paid in full. All interest shall also constitute a lien against the property, and shall be treated in all respects, including foreclosure and compromise of such liens, as provided for in Florida Statutes § 162.09(3).

Sec. 23-48. - Appeal procedure.

(a) Appeals may be taken from an order, a notice of condemnation/order to demolish, or notice of violation/order for securing a structure issued pursuant to this article by any interested party who has been aggrieved, except in emergency cases as set forth in § 23-51. Such party is afforded a right of hearing upon payment of a filing fee of $100.00 and a written request for such hearing filed with the village clerk within ten days of service of the second notice of violation/order for securing or the posting or publication of the second notice or notice of condemnation/order to demolish required by § 23-44 whichever is later. Failure to affect personal notice shall not prevent the village from performing the demolition or attaching a lien on the property.

(b) A notice of the appeal hearing by a special magistrate shall be published in the same manner as the village publishes notice of meetings, except that notice of the magistrate hearing shall be published at least ten days prior to the time and place of hearing. When the findings of the special magistrate sustain the building official, the special magistrate may set a new

deadline date for compliance or authorize the building official to proceed at the expiration of 30 days to demolish and remove the structure and report the cost to the village council.

(c) The authority of and procedures to be followed by the special magistrate shall be that which is provided for in article II (code compliance) of chapter 1 of this code. In any hearing before the special magistrate, formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern the proceedings. Irrelevant, immaterial, or unduly repetitious evidence shall be excluded. All other evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs shall be admissible whether or not such evidence would be admissible in a trial in the courts of the state. Each party shall have the right to be represented by counsel, to call and examine witnesses under oath, to introduce documentary evidence or exhibits, to cross-examine opposing witnesses on any relevant matter even though the matter was not covered under direct examination, to impeach any witness regardless of which party first called him to testify, and to submit rebuttal evidence. Each hearing shall be electronically recorded, the cost of which shall be included in the costs referenced in § 23-47 if a final order of demolition is entered.

(d) The burden of proof by a preponderance of the evidence is upon the village to show that the structure is unfit or unsafe as defined in this chapter. At the hearing, the special magistrate shall affirm, modify, or reverse the findings of the building official that the structure is unfit or unsafe as provided for in this article. If the special magistrate agrees with the determination of the building official, he or she shall enter a final order making findings of fact, conclusions of law, and approving the demolition.

(e) The special magistrate may grant an extension of time for demolition if at the hearing evidence is presented that families with minor children are residing in the building and that immediate relocation is not possible. However, no such extension of time shall exceed four months. If the special magistrate disagrees with the determination of the building official, he or she shall enter an order reversing the order of demolition. All orders shall be issued in writing and shall contain findings of fact and conclusions of law supporting the decision.

(f) Any person aggrieved by the decision of the special magistrate may seek judicial review in accordance with the State appellate rules or other applicable law.

Sec. 23-49. - Appearance of interested parties before the special magistrate.

Any interested party appearing before the special magistrate may appear in person, by legal counsel or by an agent.

Sec. 23-50. - Reports of unsafe structures from village staff or private professionals.

Any person, including village employees, contractors or agents, may make reports to the building official concerning dwellings or structures which appear to be unfit or unsafe. The building official is authorized to utilize the services of private engineers, architects or other professionals in order to determine the condition of the structure in question and such costs shall be assessed in the same manner as provided for in § 23-47.

Sec. 23-51. - Emergency condemnations, authority to take action; lien on property.

(a) In cases where there is imminent peril to the public safety or general welfare or immediate danger to the life or safety of any person or where the public is endangered by weather conditions, fire, other natural disasters or the particular location of the subject property, unless an unfit or unsafe structure is immediately repaired, demolished, or removed, the building official shall promptly cause such structure to be made safe or removed. For this purpose the building official and the village's fire marshal may at once enter such a structure or land on which it stands, or abutting land or structures, to perform an inspection with such assistance and at such cost as may be deemed necessary.

(b) Upon inspection, the building official and the fire marshal shall jointly determine whether or not the structure requires immediate emergency demolition in order to maintain the safety and welfare of the owner, tenants, or public. A written report will document results of these inspections. Exterior and interior photographs of the building, structure, or portion thereof will be taken when feasible.

(c) The building official may order the vacation of adjacent structures and may require the protection of the public by appropriate fencing or such other means as may be necessary, and for this purpose may close any public or private way.

(d) If the building official determines there is sufficient time prior to demolition, a notice of intent to demolish will be provided via priority mail or courier delivery or telephone (if the parties are listed in the current phone directory) to the owner and interested parties informing it/him/her/them of the emergency demolition. This written notification must state the findings of the building official and the fire marshal, documenting cause for demolition or removal. Where the owner or other interested party fails to take immediate corrective action as ordered by the building official, the building official shall have the authority to promptly proceed with the abatement of the unsafe structure in accordance with this article. Failure to affect personal notice upon the individual owner or interested parties shall not prevent the village from performing the emergency demolition or removal and assessing a lien on the property. All costs incurred in the evaluation, vacation, securing and emergency demolition are the responsibility of the property owner, shall be reported to village council, and the council shall place a lien on the property as set forth in § 23-47.

Sec. 23-52. - Appeal and hearing of notice of emergency condemnation/order to demolish.

(a) Appeals may be taken by any interested party of a notice of emergency condemnation/order to demolish only in cases where the structure has not been secured or demolished. Such interested party is afforded a right of hearing upon payment of a filing fee of $100.00 and submission of a written request for such hearing to the village clerk within five days of receipt of actual or constructive notice of the emergency condemnation/order to demolish. The written request shall include the appellant's address, working telephone phone number, and working email address.

(b) The hearing will be scheduled as soon as possible after receipt of the appeal. Notice of the public hearing of the appeal of emergency cases shall be given by telephone notice to the appellant's phone and by posting a copy of the special magistrate's agenda or a good and sufficient notice of such hearing in village hall for at least two days prior thereto. Notice will be mailed and emailed to the owner and interested parties at least two days prior thereto. Failure to affect personal notice upon an interested party shall not prevent the village from performing the emergency demolition or removal and assessment of a lien on the property as set forth in § 23-47.

(c) Where the owner or other interested party failed to appear at the emergency condemnation/demolition hearing, such person may seek judicial review as prescribed by law.

Sec. 23-53. - Notice of special magistrate's action on/concerning appeal.

(a) The building official shall advise the owner or record title holder of the special magistrate's action by the most expeditious means available, including telephone where urgent, excluding, however, notice by publication.

(b) Unless otherwise required by law, appeals of a special magistrate's order may be made by filing a petition for writ of certiorari within thirty days of the order as provided for in the Florida Rules of Appellate Procedure.

Sec. 23-54. – Refusal to comply.

In the event the owner, agent or occupant fails to comply with the written notice or order of the building official or the special magistrate, the owner, agent and/or occupant shall be in violation of this article, subject to code enforcement proceedings as provided for in article II of chapter 1 of this code.

Section 4. For purposes of codification of any existing section of the Estero Code herein amended, words **underlined** represent additions to original text, words ~~**stricken**~~ are deletions from the original text, and words neither underlined nor stricken remain unchanged.

Section 5. If any section, subsection, sentence, clause, provision or word of this Ordinance is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Ordinance shall not be affected by such invalidity, such that any remainder of

the Ordinance shall withstand any severed provision, as the Village Council would have adopted the Ordinance and its regulatory scheme even absent the invalid part.

Section 6. The Codifier shall codify the substantive amendments to the Estero Code contained in Sections 1 through 3 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 7. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the 4th day of June, 2025, by the Village Council of the Village of Estero, Florida.

ADOPTED ON SECOND AND FINAL READING on the 18th day of June, 2025, by the Village Council of the Village of Estero, Florida.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____
Joanne Ribble, Mayor

By: _____
Carol Sacco, Village Clerk

WORKSHOP ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Fiscal Year 2025-2026 Proposed Budget Introduction

Description:

The Village Charter Section 8 (2) requires submission of the proposed budget to Council on or before July 15th of each year.

The proposed budgeted expenditures are as follows:

General Fund	$ 10,441,795
Special Revenue	$ 2,117,865
Capital Projects	$ 57,470,106
Debt Service Fund	$ 920,000
Total All Funds	$ 70,949,766

As required by Florida Statute Section 200.065, the Village must hold two public hearings to adopt a budget.

Two public hearings will be held on September 3, 2025, at 5:05 P.M. and September 17, 2025, at 5:05 P.M. to approve the millage rate and proposed budget for Fiscal Year 2025-2026.

Financial Impact:

The proposed budget will provide funding for the Fiscal Year 2025-2026.

Prepared by: Lindsey McNeal and Kevin Greenville, CPA

Attachments:

1. Initial Council Presentation for FY 25-26
2. Proposed Budget Summary 2025-2026
3. Proposed Budget Book FY 2026

Village of ESTERO

FY 2025/2026 Proposed Budget Introduction

Village Staff

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Village of ESTERO

Values of the Village

1. Stewardship – Low taxes (lowest in SWFL)
2. Accountability – Commitment to Transparency
3. Cost Effective Operations – low staff-to-population ratio
4. No Short-Term Borrowing – upfront payments for Capital Projects
5. Limited Debt – currently debt free
6. Healthy Reserves – FY 25/26 continues the Village's commitment to maintaining adequate reserves

Village of ESTERO

Purpose of the Annual Budget

Helps forecast revenues and expenses

Provides a point of reference for measuring actual performance against expectations

Assists in evaluating the financial feasibility of projects or initiatives

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Village of ESTERO

Standards and Guidelines

Florida statue 166.241 requires all municipalities to adopt an annual balanced budget by October 1.

Revenue estimates must be reasonable and expected.

Village Resolutions and Ordinances must not be violated within the formulation of the budget.

It is Management's responsibility to present a budget that focuses on the goals of Council's directives.

The Village Charter Section 8 (2) requires submission of the proposed budget to Council on or before July 15th of each year.

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Village of ESTERO

Estimated Taxable Value

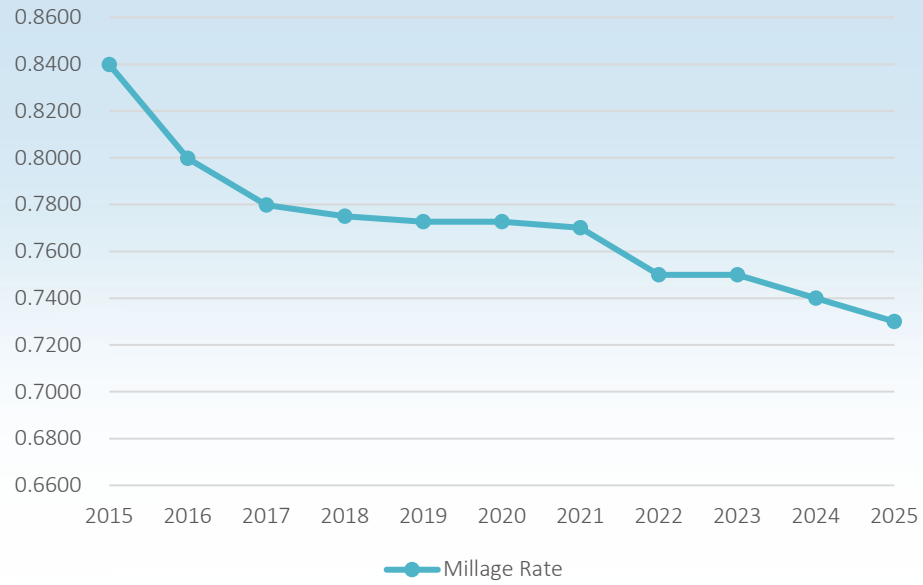
as of June 1, 2025

$10,213,006,000
Increase of 6.60% from 2024 Final

Village of ESTERO

Millage Rate

0.7300
Decrease of 0.01 since 2024



Village of ESTERO

Millage Rate History of Lee County Municipalities

Municipality General Government [1]

Fiscal Year	Tax Year	City of Fort Myers	City of Cape Coral	City of Sanibel	Town of Fort Myers Beach	City of Bonita Springs	Village of Estero	Lee County MSTU (Unincorporated)
2024-25	2024	6.5255	5.2188	2.5000	0.9900	0.8470	0.7300	0.8398
2023-24	2023	6.6999	5.3694	2.5000	0.9900	0.8173	0.7400	0.8398
2022-23	2022	6.9999	5.3694	1.9750	0.9900	0.8000	0.7500	0.8398
2021-22	2021	7.5875	6.2500	1.8922	0.9500	0.8173	0.7700	0.8398
2020-21	2020	7.9643	6.3750	1.8922	0.9500	0.8173	0.7726	0.8398
2019-20	2019	8.2500	6.4903	1.8922	0.9500	0.8173	0.7726	0.8398
2018-19	2018	8.4500	6.7500	1.9139	0.8700	0.8173	0.7750	0.8398
2017-18	2017	8.6500	6.7500	1.9139	0.8700	0.8173	0.7798	0.8398
2016-17	2016	8.7500	6.7500	1.9139	0.8000	0.8173	0.7998	0.8398
2015-16	2015	8.7760	6.9570	1.9139	0.8000	0.8173	0.8398	0.8398
2014-15	2014	8.7760	7.7070	1.9995	0.7530	0.8173	n/a	0.8398
2013-14	2013	8.7760	7.7070	2.0861	0.7530	0.8173	n/a	0.8398
2012-13	2012	8.7760	7.9570	2.1000	0.7687	0.8173	n/a	0.8398
2011-12	2011	8.4000	7.9570	2.1038	0.8144	0.8273	n/a	0.8398
2010-11	2010	8.4000	7.9702	2.1561	0.9144	0.8273	n/a	0.8398
2009-10	2009	7.4000	7.9702	2.1561	0.8187	0.8273	n/a	0.8398
2008-09	2008	7.1634	4.7698	2.1561	0.7093	0.8273	n/a	0.8398
2007-08	2007	6.2560	4.7698	2.1966	0.6053	0.7244	n/a	0.8398
2006-07	2006	6.8000	4.8787	2.5000	0.6096	0.7919	n/a	1.0028

Village of ESTERO

Estero Millage Rate Analysis

As of June 1st, Estimated Value

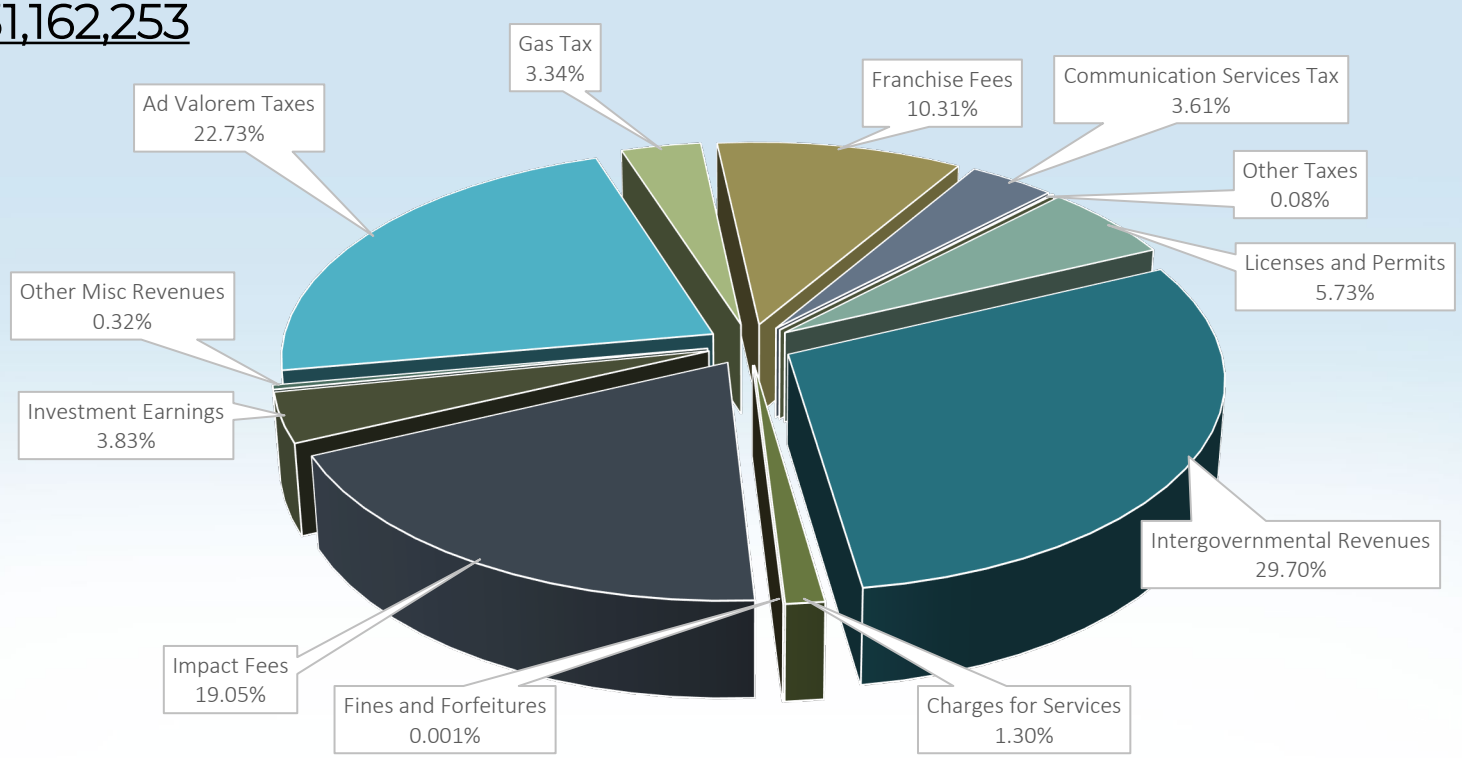
Estimated Taxable Value	$ 10,213,006,000
Prior Year Taxable Value	$ 9,580,656,300
Percentage Increase from Prior Year	6.60%
Prior Year Millage Rate	0.7300
Prior Year Budgeted Revenue	$ 6,560,880

	Millage Rates	Levied Taxes-100%	Budgeted Taxes-95%	$ Inc (Dec) from Prior Year Millage Rate	$ Decrease from Prior Year Millage Rate	% Decrease in Millage Rate	% Over Rollback
Prior Year Millage Rate	0.7300	$ 7,455,500	$ 7,082,800	-	-	0%	N/A
Alternative Millage Rate Scenarios:							
	0.7200	$ 7,353,400	$ 6,985,700	($ 97,100)	($ 97,100)	1%	N/A
	0.7100	$ 7,251,200	$ 6,888,700	($ 194,100)	($ 194,100)	3%	N/A
	0.7000	$ 7,149,100	$ 6,791,700	($ 291,100)	($ 291,100)	4%	N/A
Value of 0.0100 Mill	0.0100	$ 102,100	$ 97,000				

Village of ESTERO

Village-wide Revenues

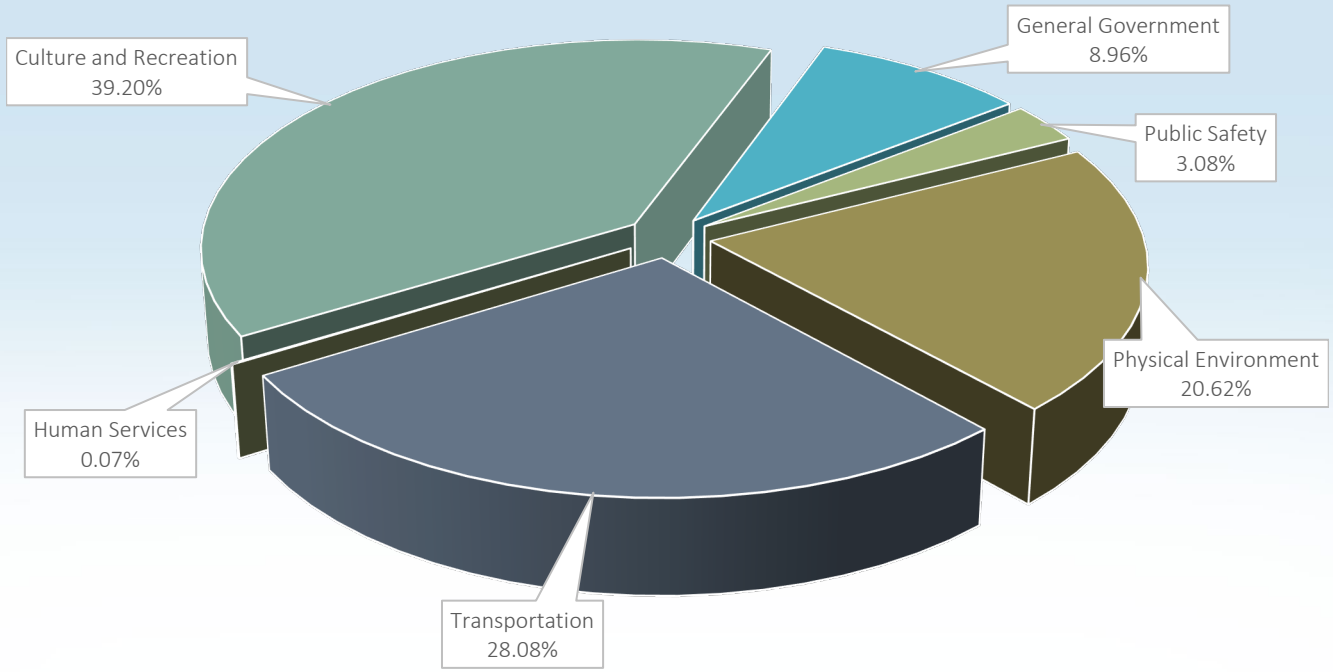
$31,162,253



Village of ESTERO

Village-wide Expenditures

$70,949,766



Village of ESTERO

General Fund Expenditures

$10,441,795

Increase of $801,435

4.60% COLA increase on wages (Calculated from Bureau of Labor and Statistics: Wages and salaries in private industry and state and local government, 12-month percent change)

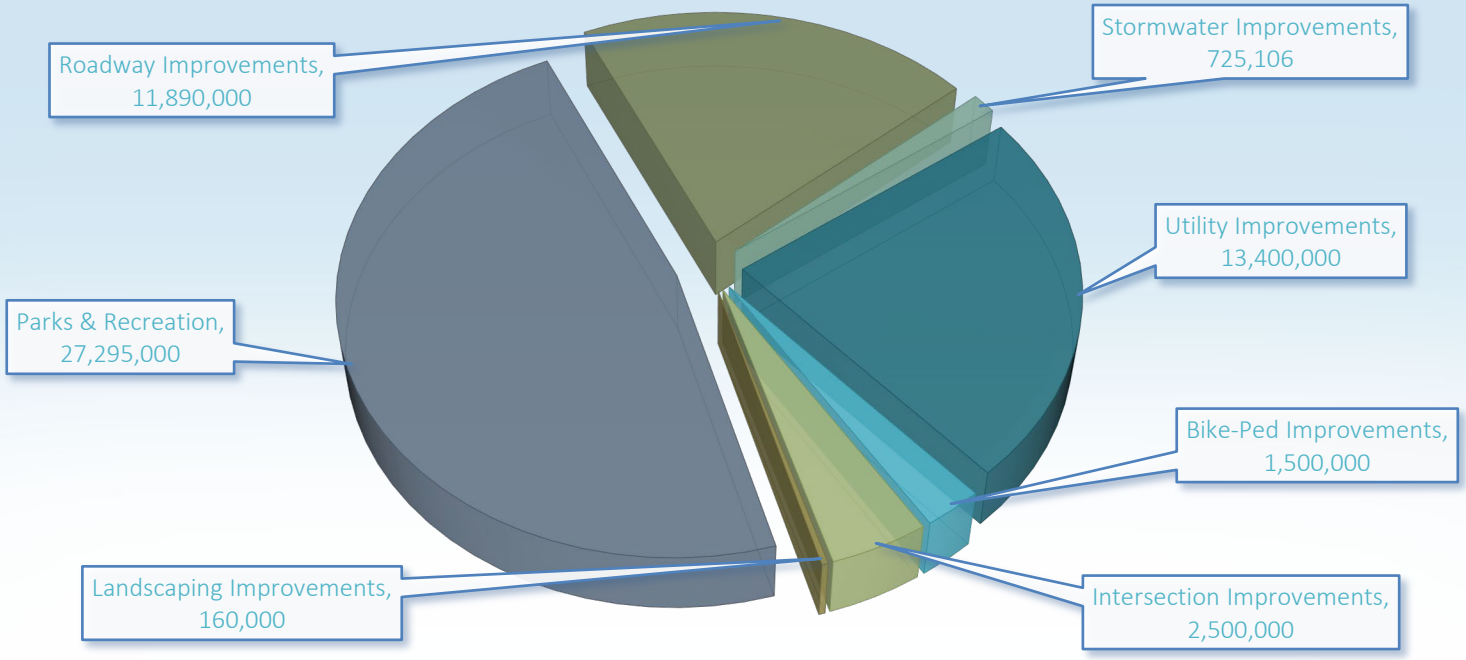
Budgeted 15% increase on health insurance, will provide actual amount in September

Consumer Price Index is showing a 2.4% annual price increase for 2025, which affects overall pricing decisions and has been factored into the FY26 expenses (https://www.bls.gov/news.release/)

Village of ESTERO

Capital Improvement Plan

FY 2025/26 Capital Projects Fund Budget - $57,470,106



Village of ESTERO

Budget Timeline

2025-2026 Budget Timetable	
May 21, 2025	Village Council Proposed 2025-26 Capital Improvement Plan
June 4, 2025	Village Council – 1st Public Hearing Proposed 2025-26 Capital Improvement Plan
June 18, 2025	Village Council – 2nd Public Hearing 2025-26 Capital Improvement Plan 2025-26 Proposed Budget Introduction
September 3, 2025 (5:05 p.m.)	Village Council – 1st Public Hearing Budget and Millage Rate
September 17, 2025 (5:05 p.m.)	Village Council – 2nd Public Hearing Budget and Millage Rate
October 1, 2025	New Fiscal Year Begins

13

Village of ESTERO

QUESTIONS?

14

CONSOLIDATED FINANCIAL SUMMARY
Village of Estero - Fiscal Year 2025-2026

ESTIMATED REVENUES		GENERAL FUND	BUILDING FUND	DEBT SERVICE	CAPITAL PROJECTS	TOTAL ALL FUNDS
Taxes:						
Ad Valorem Taxes						
General Fund Millage per $1,000	**0.7400**	**$ 7,082,720**	$ -	$ -	$ -	$ 7,082,720
Gas Tax		625,000	-	-	415,000	1,040,000
Franchise Fees		3,212,500	-	-	-	3,212,500
Communication Services Tax		1,125,000	-	-	-	1,125,000
Other Taxes		25,000	-	-	-	25,000
Licenses and Permits		1,000	1,785,290	-	-	1,786,290
Intergovernmental Revenues		5,005,000	-	-	4,250,000	9,255,000
Charges for Services		353,000	53,465	-	-	406,465
Fines and Forfeitures		250	-	-	-	250
Impact Fees		-	-	-	5,935,528	5,935,528
Investment Earnings		650,000	17,000	-	525,500	1,192,500
Other Miscellaneous Revenues		101,000		-	-	101,000
TOTAL SOURCES		**18,180,470**	**1,855,755**	**-**	**11,126,028**	**31,162,253**
Transfers In		-	-	920,000	27,245,105	28,165,105
Proceeds from Debt Issue		-	-	-	-	-
Fund Balances/Reserves/Net Assets		27,058,130	419,605	-	24,296,230	51,773,965
TOTAL REVENUES, TRANSFERS & BALANCES		**$ 45,238,600**	**$ 2,275,360**	**$ 920,000**	**$ 62,667,363**	**$ 111,101,323**
EXPENDITURES						
General Government		$ 5,437,485	$ -	$ 920,000	$ -	$ 6,357,485
Public Safety		64,275	2,117,865	-	-	2,182,140
Physical Environment		505,000	-	-	14,125,106	14,630,106
Transportation		3,869,310	-	-	16,050,000	19,919,310
Human Services		50,925	-	-	-	50,925
Culture and Recreation		514,800	-	-	27,295,000	27,809,800
TOTAL EXPENDITURES		**10,441,795**	**2,117,865**	**920,000**	**57,470,106**	**70,949,766**
Transfers Out		25,515,105	-	-	-	25,515,105
Fund Balances/Reserves/Net Assets		9,281,700	157,495	-	5,197,257	14,636,452
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$ 45,238,600**	**$ 2,275,360**	**$ 920,000**	**$ 62,667,363**	**$ 111,101,323**

Village of Estero
Proposed Budget FY 2026

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INTRODUCTION

Village of Estero, Florida

Proposed Operating Budget
Fiscal Year 2025-2026

Village of ESTERO

Mayor
Joanne Ribble, District 1

Vice Mayor
George Zalucki, District 7

Village Council
Jeffrey Hunt, District 2
Jon McLain, District 3
Lori Fayhee, District 4
Rafael Lopez, District 5
Jim Ward, District 6

Administrative Personnel
Steven. R. Sarkozy, Village Manager
Robert Eschenfelder, Esq., Village Attorney
Kevin Greenville, CPA, Village Finance Director
Lindsey McNeal, Accounting Supervisor
Beth Shapiro, Finance Clerk
Steve Gillette, Procurement Manager

The Village of Estero, Florida was incorporated December 31, 2014.

Village Council

Mayor

Mayor Joanne Ribble

District 1

Phone: 239-326-1588
Email: jribble@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, FL 33928

Vice Mayor

Vice Mayor George Zalucki

District 7

Phone: 239-413-0317
Email: zalucki@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, FL 33928

Councilmember

Jeff Hunt

District 2

Phone: 239-326-1590
Email: hunt@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, FL 33928

Councilmember

Jon McLain

District 3

Phone: 239-292-1119
Email: mclain@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, Fl 33928

Councilmember

Lori Fayhee

District 4

Phone: 239-413-0316
Email: fayhee@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, FL 33928

Councilmember

Rafael Lopez

District 5

Phone: 239-326-3605
Email: lopez@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, FL 33928

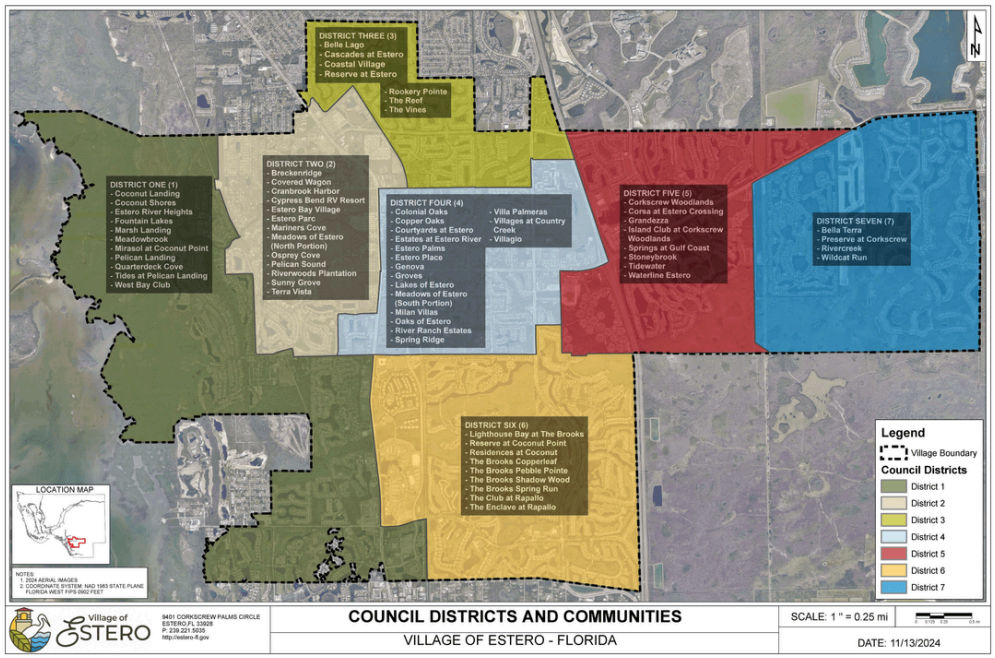
Councilmember

Jim Ward

District 6

Phone: 239- 326-1591
Email: ward@estero-fl.gov
9401 Corkscrew Palms Circle
Estero, FL 33928

Council District Map



Guide to Readers

The Fiscal Year 2025-2026 Annual Budget for the Village of Estero serves four fundamental purposes:

Policy Document

As a policy document, the budget serves to inform the reader about the Municipal Corporation and its policies. The Village Manager's Budget message provides a condensed analysis highlighting the principal issues of the Village as well as setting the theme for the Fiscal Year. The Council Adopted Budget includes organization-wide financial, as well as short-term financial and operational policies that guide the development of the annual Adopted Budget. This budget document details the services that the Village will provide during the twelve-month period from October 1, 2025 through September 30, 2026.

Financial Plan

As a financial plan, the budget details the costs associated with providing municipal services and how the services will be funded. The General Fund section includes a summary and detailed description of all revenues and expenditures. Specific Fund sections also describe revenue and expenditure sources and uses and significant trends affecting specific funds.

The budget document explains the underlying assumptions for the revenue estimates and discusses significant revenue trends. Beginning and ending fund balances are shown for the budget year as are projected changes for each fund. In addition, there is discussion of the Village's accounting structure and budgetary policies.

Operations Guide

As an operations guide, the budget details how cost centers and funds are organized. The budget informs the reader of all the activities, services and functions carried out by each cost center. Each cost center budget section includes a description of the cost center's function, duties, authorized positions within the organizational structure, budget highlights, and the budgetary appropriation.

Communications Device

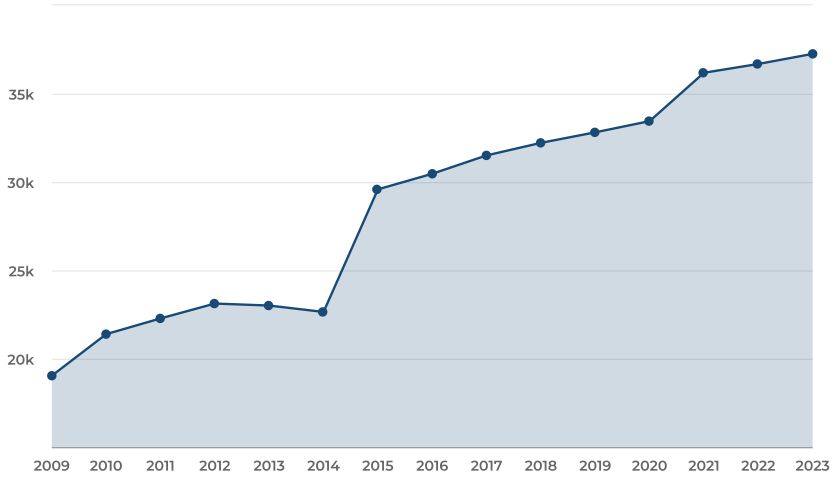
As a communication device, the budget provides summary information to aid the reader in interpreting the document. Charts, graphs, tables and text are included to consolidate the information as much as possible. The budget also includes a detailed table of contents to make it easy to locate and understand its contents. The budget includes the Village Manager's Budget Message, which provides readers with a condensed analysis of the fiscal plans of the Village of Estero for the upcoming fiscal year.

Population Overview

TOTAL POPULATION
37,258

▲ 1.6%
vs. 2022

GROWTH RANK
150 out of **414**
Municipalities in Florida



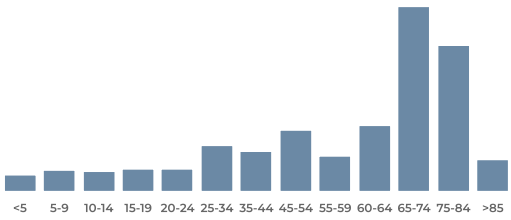
** Data Source: U.S. Census Bureau American Community Survey 5-year Data and the 2020, 2010, 2000, and 1990 Decennial Censuses*

DAYTIME POPULATION
39,148

Daytime population represents the effect of persons coming into or leaving a community for work, entertainment, shopping, etc. during the typical workday. An increased daytime population puts greater demand on host community services which directly impacts operational costs.

** Data Source: American Community Survey 5-year estimates*

POPULATION BY AGE GROUP



Aging affects the needs and lifestyle choices of residents. Municipalities must adjust and plan services accordingly.

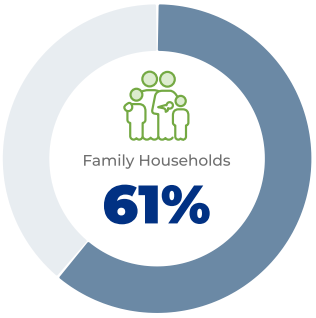
** Data Source: American Community Survey 5-year estimates*

Household Analysis

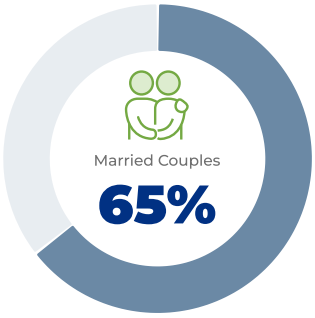
TOTAL HOUSEHOLDS

18,287

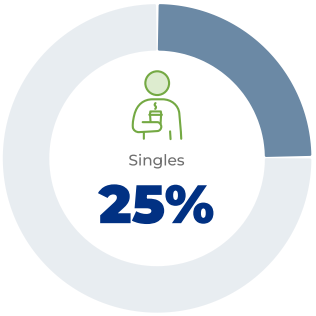
It is important to consider the dynamics of household types to plan for and provide services effectively. Household type also has a general correlation to income levels which affect the tax base.



▲ 31%
higher than state average



▲ 38%
higher than state average



▼ 14%
lower than state average

▲ 3%
higher than state average

** Data Source: American Community Survey 5-year estimates*

Economic Analysis

Household income is a key data point in evaluating a community's wealth and spending power. Pay levels and earnings typically vary by geographic regions and should be looked at in context of the overall cost of living.

HOUSEHOLD INCOME

Above $200,000

18%

▲ 83%
higher than state average

Median Income

$100,459

▲ 40%
higher than state average

Below $25,000

10%

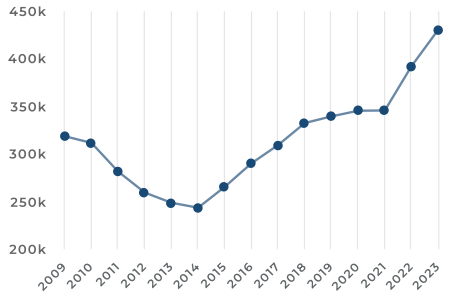
▼ 38%
lower than state average

** Data Source: American Community Survey 5-year estimates*

Housing Overview

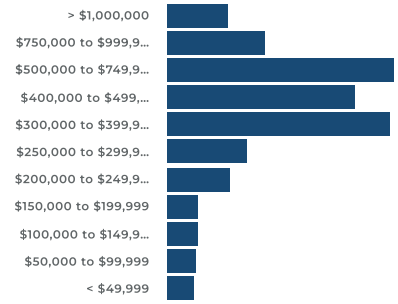
2023 MEDIAN HOME VALUE

$430,500



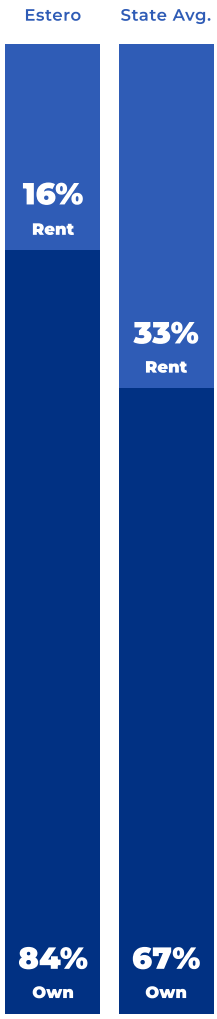
** Data Source: 2023 US Census Bureau (http://www.census.gov/data/developers/data-sets.html), American Community Survey. Home value data includes all types of owner-occupied housing.*

HOME VALUE DISTRIBUTION



** Data Source: 2023 US Census Bureau (http://www.census.gov/data/developers/data-sets.html), American Community Survey. Home value data includes all types of owner-occupied housing.*

HOME OWNERS VS RENTERS



** Data Source: 2023 US Census Bureau (http://www.census.gov/data/developers/data-sets.html), American Community Survey. Home value data includes all types of owner-occupied housing.*

Fund Structure

The financial structure is reflected in the reporting of revenues and expenditures by fund. A fund is a self-balancing set of accounts designed to track specific revenues and the uses of those revenues. Each fund is independent of all other funds. Major funds are funds whose revenues, expenditures/expenses, assets, or liabilities (excluding extraordinary items) are at least 10 percent of the corresponding totals for all governmental or enterprise funds and at least 5 percent of the aggregate amount for all governmental and enterprise funds**.**

The fiscal year 2025-2026 budget for each fund is balanced with the amount available from taxation and other sources, including balances brought forward from prior fiscal years, equaling the total appropriations for expenditures and reserves. Budgetary reports for governmental funds are prepared to maintain control and are presented to the Village Council on a monthly basis.

The Village's annual budget is legally adopted/appropriated for the following funds:

Major Governmental Funds:

The General Fund is the operating fund of the Village. It accounts for all financial resources, except those required to be accounted for in another fund. Revenues are derived primarily from property taxes and other governmental revenue. The general operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund.

The Capital Projects Fund accounts for the resources accumulated to provide for capital projects. The capital projects fund accounts for gas tax, road and park impact fees levied within the Village, which are restricted for use on road and park capital improvements.

Non-Major Governmental Funds:

The Building Permit Fees Fund is a Special Revenue Fund and accounts for the resources collected for building permit fees levied within the Village. The revenue is restricted for the use of enforcing the Florida Building Code.

The Debt Service Fund accounts for the accumulation of resources that are committed or assigned for the payment of principal and interest on long-term obligations of governmental funds.

The Driving Range Fund accounts for all driving range revenues and related expenses. The intent is for the amount of revenue generated from these activities to exceed the related expenses, therefore generating a profit.

Department Relationship to Funds

The council may establish or terminate departments by ordinance. One department has been established for the Community Development function including development services, planning, zoning and development review services, code compliance and building permit services. Cost centers have been established by staff to provide financial reporting in a manner consistent with Florida State Chart of Accounts and the operational structure of the Village.

The chart below identifies the accounting function (or fund) for which they are responsible. This information may assist in understanding the overall structure of the Village.

	General Fund	Building Permit Fee Fund	Debt Service Fund	Capital Projects Fund	Driving Range Fund
Community Development Department:					
Development Services	X				
Planning, Zoning & Development	X				
Code Compliance	X				
Building Permit Fees		X			
Non-Departmental Cost Centers:					
Village Council	X				
Village Manager	X	X	X	X	X
Village Attorney	X				
Village Clerk	X				
Finance	X		X		
Animal Control	X				
Public Works:					
Physical Environment/Natural Resources	X				
Transportation	X			X	
Information Technology	X				
Law Enforcement	X				
Parks & Recreation	X				X
General Government	X				

Basis of Budgeting

The budgets of the Village's governmental funds are prepared on a modified accrual basis. Briefly, this means that revenues are recognized when they become measurable and available and expenditures are recorded when the services or goods are received and the related liabilities are incurred.

The Village's audited financial statements show the status of the Village's finances in accordance with "Generally Accepted Accounting Principles" (GAAP). This conforms to the way the Village prepares the budgets.

The full purchase price of equipment and capital improvements are shown as expenses in the Village's governmental funds, while in the Village's financial statements at the entity wide level, these outlays are treated as capital assets and depreciated in the governmental funds. At the fund financial statement level, the governmental funds record these purchases as expenditures and do not record depreciation expense.

BUDGET OVERVIEW

Consolidated Proposed Financial Summary

CONSOLIDATED FINANCIAL SUMMARY
Village of Estero - Fiscal Year 2025-2026

ESTIMATED REVENUES		GENERAL FUND	BUILDING FUND	DEBT SERVICE	CAPITAL PROJECTS	TOTAL ALL FUNDS
Taxes:						
Ad Valorem Taxes						
General Fund Millage per $1,000	**0.7300**	**$ 7,082,720**	$ -	$ -	$ -	$ 7,082,720
Gas Tax		625,000	-	-	415,000	1,040,000
Franchise Fees		3,212,500	-	-	-	3,212,500
Communication Services Tax		1,125,000	-	-	-	1,125,000
Other Taxes		25,000	-	-	-	25,000
Licenses and Permits		1,000	1,785,290	-	-	1,786,290
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Impact Fees		-	-	-	5,935,528	5,935,528
Investment Earnings		650,000	17,000	-	525,500	1,192,500
Other Miscellaneous Revenues		101,000		-	-	101,000
TOTAL SOURCES		**18,180,470**	**1,855,755**	**-**	**11,126,028**	**31,162,253**
Transfers In		-	-	920,000	27,245,105	28,165,105
Proceeds from Debt Issue		-	-	-	-	-
Fund Balances/Reserves/Net Assets		27,058,130	419,605	-	24,296,230	51,773,965
TOTAL REVENUES, TRANSFERS & BALANCES		**$ 45,238,600**	**$ 2,275,360**	**$ 920,000**	**$ 62,667,363**	**$ 111,101,323**
EXPENDITURES						
General Government		$ 5,437,485	$ -	$ 920,000	$ -	$ 6,357,485
Public Safety		64,275	2,117,865	-	-	2,182,140
Physical Environment		505,000	-	-	14,125,106	14,630,106
Transportation		3,869,310	-	-	16,050,000	19,919,310
Human Services		50,925	-	-	-	50,925
Culture and Recreation		514,800	-	-	27,295,000	27,809,800
TOTAL EXPENDITURES		**10,441,795**	**2,117,865**	**920,000**	**57,470,106**	**70,949,766**
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TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$ 45,238,600**	**$ 2,275,360**	**$ 920,000**	**$ 62,667,363**	**$ 111,101,323**

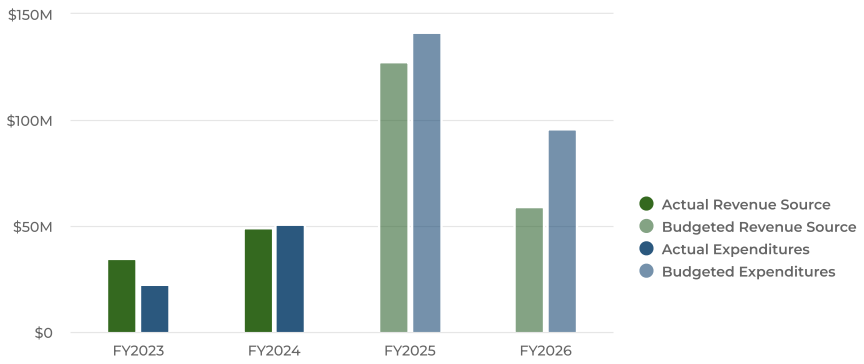
FUND SUMMARIES

Village Wide

The Village Wide section reports on the total of all of the Vilage's funds.

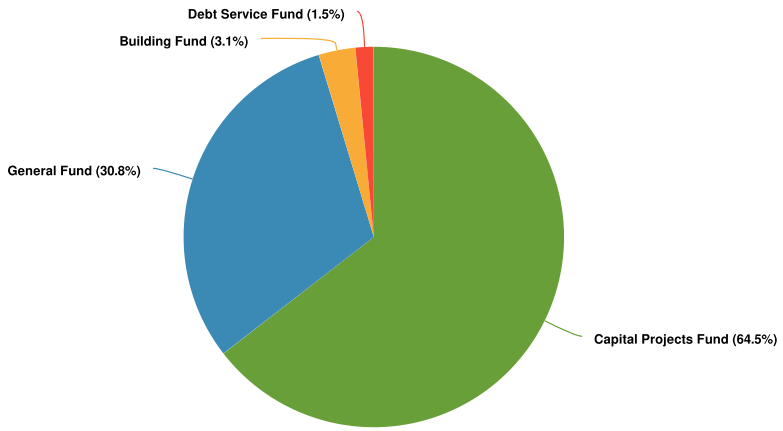
Summary

The Village of Estero is projecting $59.48M of revenue in FY2026, which represents a 53.4% decrease over the prior year. Budgeted expenditures are projected to decrease by 32.1% or $45.48M to $96.23M in FY2026.

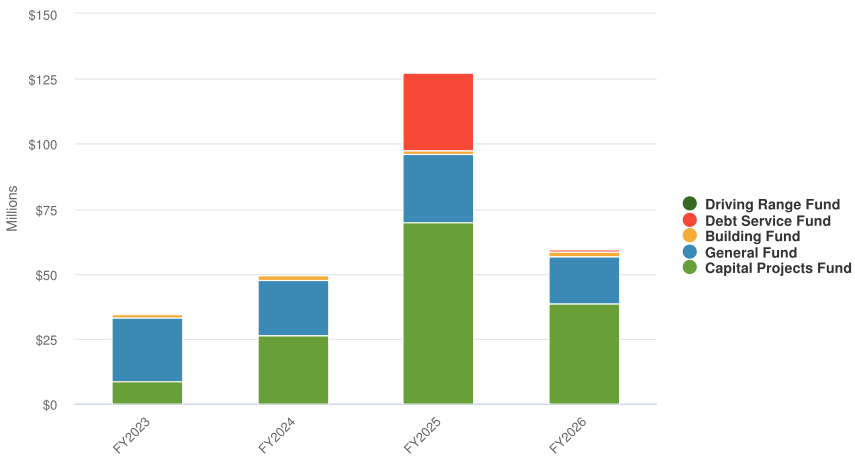


Revenue by Fund

Village Wide Budgeted Revenue by Fund



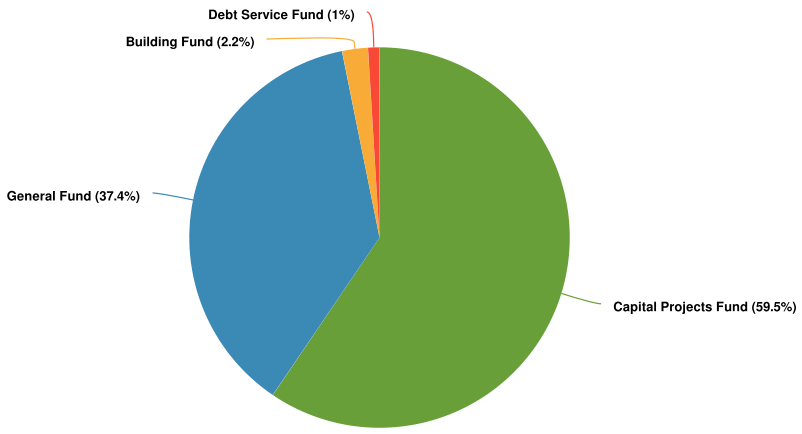
Village Wide Budgeted and Historical Revenue by Fund



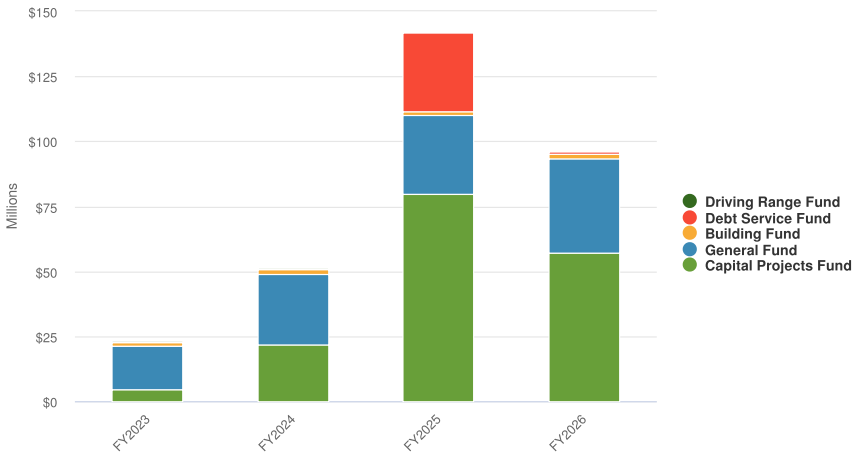
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
General Fund	$24,368,279	$20,874,681	$26,268,030	$28,180,464	$18,332,970	-30.2%
Building Fund	$1,473,729	$1,808,403	$1,460,250	$1,630,926	$1,855,755	27.1%
Debt Service Fund	$0	$0	$30,000,000	$0	$920,000	-96.9%
Capital Projects Fund	$8,577,703	$26,500,990	$69,710,635	$22,040,093	$38,371,133	-45%
Driving Range Fund	$330,500	$286,258	$5,015	$7,593	$0	-100%
Total:	**$34,750,212**	**$49,470,332**	**$127,443,930**	**$51,859,076**	**$59,479,858**	**-53.3%**

Expenditures by Fund

Village Wide Budgeted Expenditures by Fund



Village Wide Budgeted and Historical 2023 Expenditures by Fund



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
General Fund	$16,506,475	$27,453,283	$30,274,565	$26,338,227	$35,945,150	18.7%
Building Fund	$1,518,644	$1,897,082	$1,554,600	$2,730,189	$2,117,865	36.2%
Debt Service Fund	$0	$0	$30,000,000	$0	$920,000	-96.9%
Capital Projects Fund	$4,635,370	$21,606,519	$79,643,914	$28,949,652	$57,245,106	-28.1%
Driving Range Fund	$308,244	$289,793	$10,800	$2,600	$0	-100%
Total:	**$22,968,733**	**$51,246,678**	**$141,483,879**	**$58,020,668**	**$96,228,121**	**-32%**

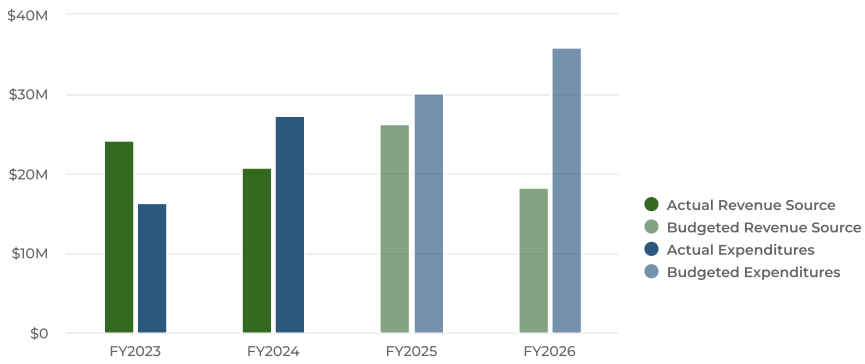
General Fund

The General Fund is the operating fund of the Village. It accounts for all financial resources, except those required to be accounted for in another fund type. Revenues are derived primarily from property taxes and other governmental revenues. The general operating expenditures, fixed charges and capital outlay costs that are not paid through other funds are paid from the General Fund.

The General Fund is a major Governmental Fund for financial reporting purposes. The General Fund of a governmental entity is always deemed to be a major fund.

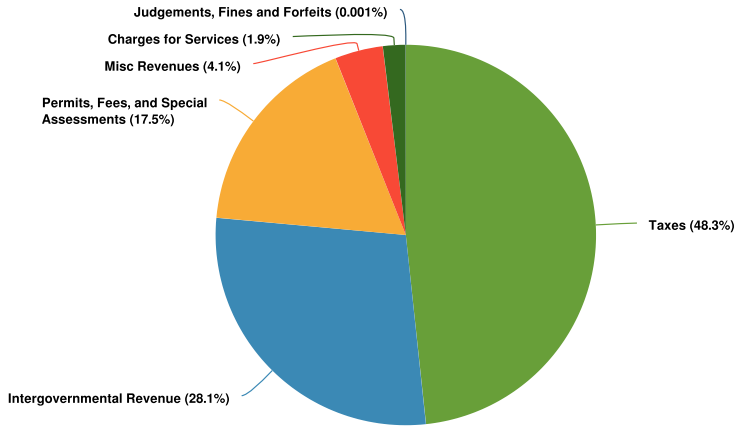
Summary

The Village of Estero is projecting $18.33M of revenue in FY2026, which represents a 30.4% decrease over the prior year. Budgeted expenditures are projected to increase by 18.7% or $5.67M to $35.95M in FY2026.

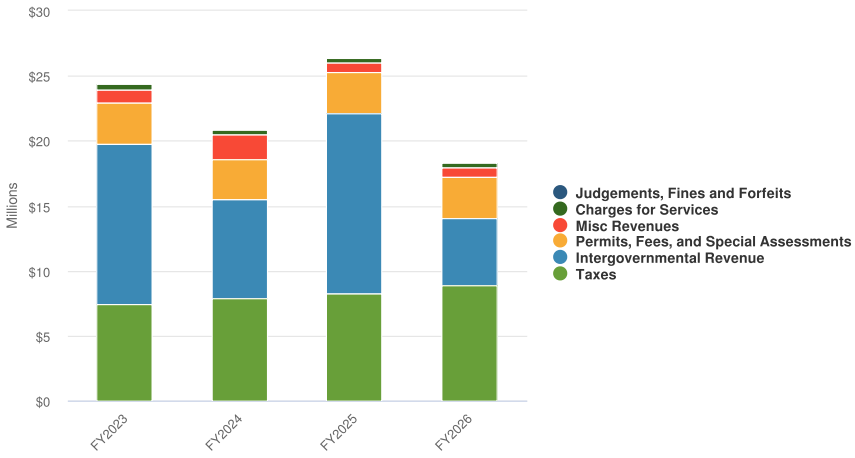


Revenues by Source

General Fund Budgeted Revenues by Source



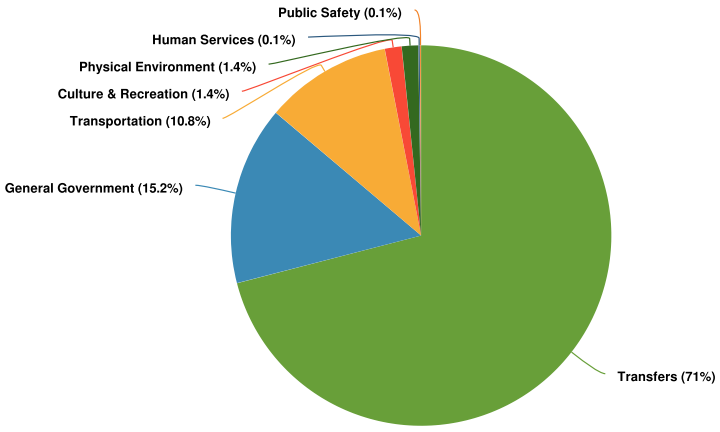
General Fund Budgeted and Historical Revenues by Source



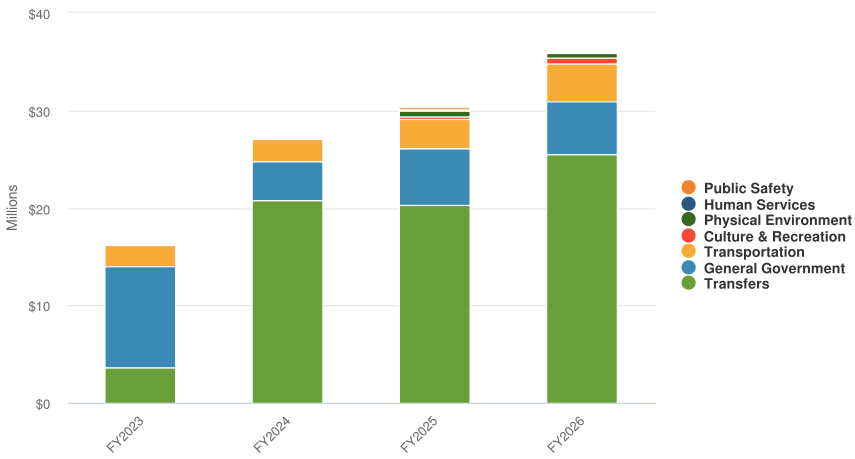
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Revenue Source						
Taxes	$7,409,226	$7,867,821	$8,163,380	$8,500,695	$8,857,720	8.5%
Permits, Fees, and Special Assessments	$3,159,264	$3,087,496	$3,091,000	$2,902,046	$3,213,500	4%
Intergovernmental Revenue	$12,362,641	$7,593,202	$13,901,900	$15,254,684	$5,157,500	-62.9%
Charges for Services	$398,437	$360,483	$360,500	$313,381	$353,000	-2.1%
Judgements, Fines and Forfeits	$217	$193	$250	$2,000	$250	0%
Misc Revenues	$1,038,495	$1,965,486	$751,000	$1,207,658	$751,000	0%
Total Revenue Source:	**$24,368,279**	**$20,874,681**	**$26,268,030**	**$28,180,464**	**$18,332,970**	**-30.2%**

Expenditures by Function

General Fund Budgeted Expenditures by Function



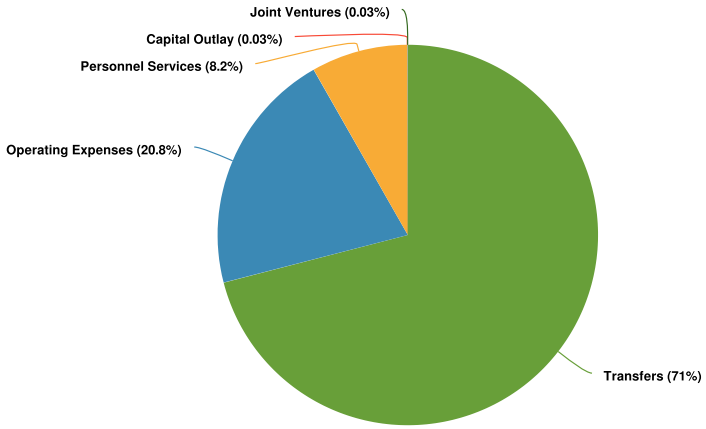
General Fund Budgeted and Historical Expenditures by Function



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Village Council	$151,597	$149,855	$171,810	$151,064	$176,680	2.8%
Village Manager	$638,404	$633,691	$844,825	$700,141	$781,910	-7.4%
Village Attorney	$277,118	$428,337	$352,000	$316,932	$375,000	6.5%
Village Clerk	$145,659	$64,128	$273,115	$102,400	$255,490	-6.5%
Finance	$484,953	$545,415	$617,575	$580,700	$640,330	3.7%
Development Services	$456,354	$475,566	$1,369,430	$978,800	$1,044,075	-23.8%
Planning, Zoning & Development	$387,781	$384,510	$502,100	$388,250	$388,250	-22.7%
Information Technology	$364,678	$338,917	$494,300	$525,000	$670,000	35.5%
General Government	$434,322	$626,346	$1,117,800	$797,850	$1,094,000	-2.1%
Disaster Response	$7,090,167	$236,199	$35,000	$120,000	$35,000	0%
Total General Government:	**$10,431,034**	**$3,882,964**	**$5,777,955**	**$4,661,137**	**$5,460,735**	**-5.5%**
Public Safety						
Law Enforcement/Marine Services	$4,022	$5,115	$10,000	$6,000	$6,300	-37%
Code Compliance	$16,486	$3,666	$184,250	$28,425	$29,275	-84.1%
Lee County Marine	$0	$0	$43,860	$0	$0	-100%
Total Public Safety:	**$20,508**	**$8,781**	**$238,110**	**$34,425**	**$35,575**	**-85.1%**
Physical Environment						
Public Works	$205,127	$183,943	$577,500	$430,300	$505,000	-12.6%
Total Physical Environment:	**$205,127**	**$183,943**	**$577,500**	**$430,300**	**$505,000**	**-12.6%**
Transportation						
Public Works Transportation	$2,140,461	$2,356,696	$3,036,825	$3,390,100	$3,869,310	27.4%
Total Transportation:	**$2,140,461**	**$2,356,696**	**$3,036,825**	**$3,390,100**	**$3,869,310**	**27.4%**
Human Services						
Animal Control	$11,348	$77,074	$45,000	$42,500	$44,625	-0.8%
Total Human Services:	**$11,348**	**$77,074**	**$45,000**	**$42,500**	**$44,625**	**-0.8%**
Culture & Recreation						
Parks & Recreation	$77,967	$109,938	$294,560	$468,000	$514,800	74.8%
Total Culture & Recreation:	**$77,967**	**$109,938**	**$294,560**	**$468,000**	**$514,800**	**74.8%**
Transfers						
Transfers	$3,620,030	$20,833,888	$20,304,615	$17,311,765	$25,515,105	25.7%
Total Transfers:	**$3,620,030**	**$20,833,888**	**$20,304,615**	**$17,311,765**	**$25,515,105**	**25.7%**
Total Expenditures:	**$16,506,475**	**$27,453,283**	**$30,274,565**	**$26,338,227**	**$35,945,150**	**18.7%**

Expenditures by Expense Type

General Fund Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Personnel Services	$2,087,509	$2,081,488	$3,094,040	$2,371,905	$2,938,750	-5%
Operating Expenses	$10,793,565	$4,532,907	$6,858,410	$6,649,557	$7,471,295	8.9%
Capital Outlay	$370	$0	$10,000	$0	$10,000	0%
Joint Ventures	$5,000	$5,000	$7,500	$5,000	$10,000	33.3%
Transfers	$3,620,030	$20,833,888	$20,304,615	$17,311,765	$25,515,105	25.7%
Total Expense Objects:	**$16,506,475**	**$27,453,283**	**$30,274,565**	**$26,338,227**	**$35,945,150**	**18.7%**

Fund Balance

In March of 2024, Council adopted a comprehensive update to Village financial policies. Included in this was an update to reserve policy as follows:

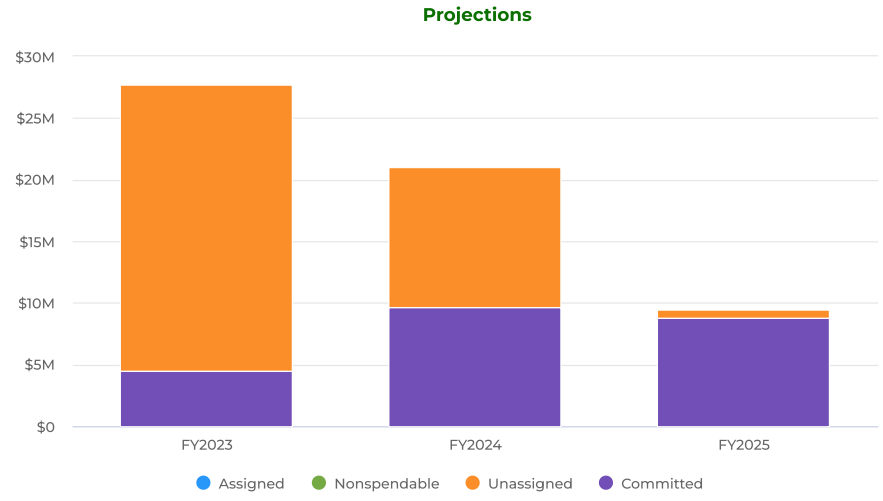
General Fund Committed Fund Balance – Emergency Reserve: The minimum level for the Emergency Reserve is 50% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

General Fund Committed Fund Balance – Operating Reserve: The minimum level for the Operating Reserve is 20% of General Fund budgeted expenditures less transfers out and any uses of fund balances.

General Fund Assigned Fund Balance – Litigation Reserve: The minimum level for the Litigation Reserve is $750,000. Given the geographical area is prone to legal challenges, these funds are to be used in the event legal action is taken, or, conversely, in an instance where the Village seeks a legal remedy to protect the public interest.

General Fund Assigned Fund Balance – Major Road Maintenance Reserve: The Major Road Maintenance Reserve was established in fiscal year 2019-2020 with an initial contribution of $300,000 with 3% annual growth adjustments, unless directed otherwise by supermajority Council approval of an Ordinance amendment.

Compliance with the provisions of this policy shall be reviewed as a part of the annual budget adoption process, and the amounts of restricted, committed, assigned, non-spendable and the minimum level of unassigned fund balance shall be determined during this process.



Financial Summary	FY2023	FY2024	FY2025	% Change
Fund Balance	—	—	—	
Unassigned	$23,161,808	$11,364,266	$687,315	-94%
Assigned	$0	$0	$0	0%
Committed	$4,505,700	$9,669,400	$8,746,885	-9.5%
Nonspendable	$14,525	$14,525	$0	-100%
Total Fund Balance:	**$27,682,033**	**$21,048,191**	**$9,434,199**	**-55.2%**

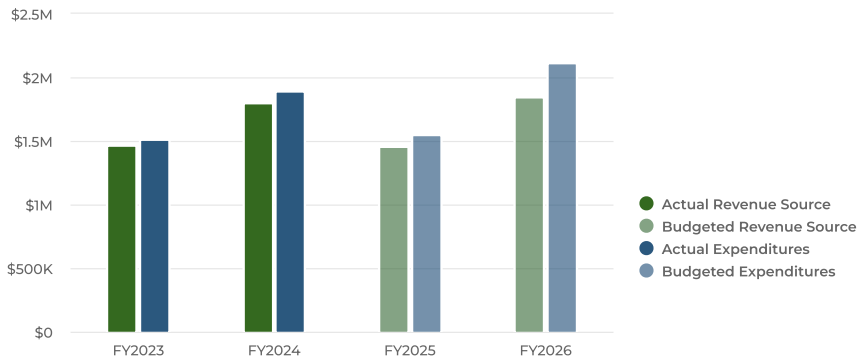
Building Fee Fund

The Building Fees Fund accounts for the resources collected for building permit fees levied within the Village. The revenue is restricted for the use of enforcing the Florida Building Code.

The Building Fee Fund is a non-major Special Revenue Fund for financial reporting purposes.

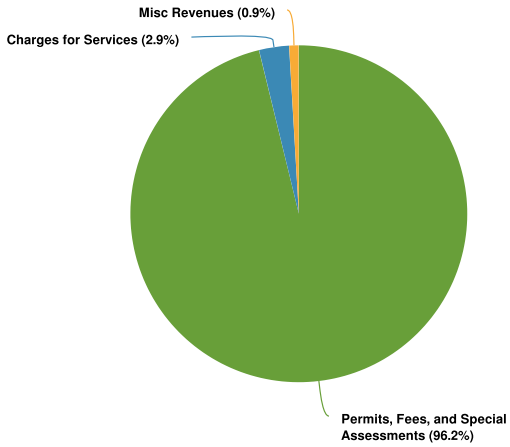
Summary

The Village of Estero is projecting $1.86M of revenue in FY2026, which represents a 27.1% increase over the prior year. Budgeted expenditures are projected to increase by 36.2% or $563.27K to $2.12M in FY2026.

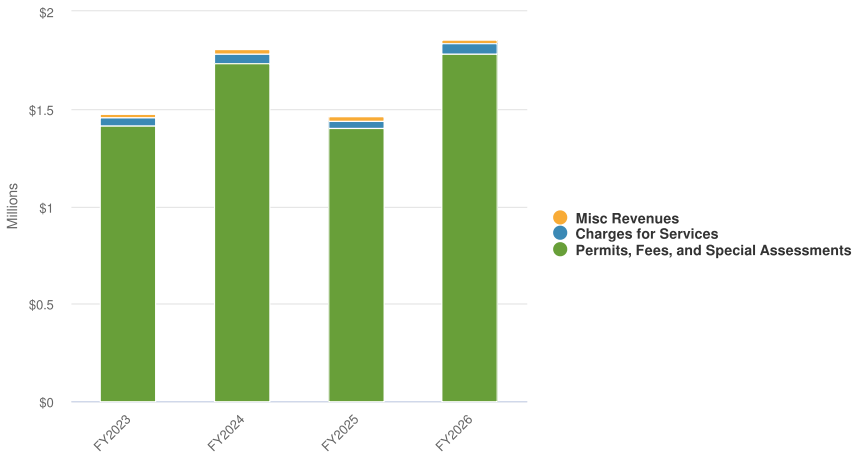


Revenues by Source

Building Fee Fund Budgeted Revenues by Source

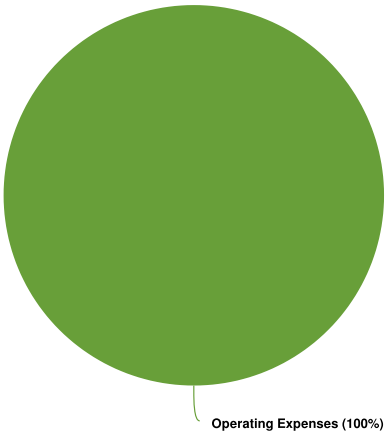


Building Fee Fund Budgeted and Historical Revenues by Source



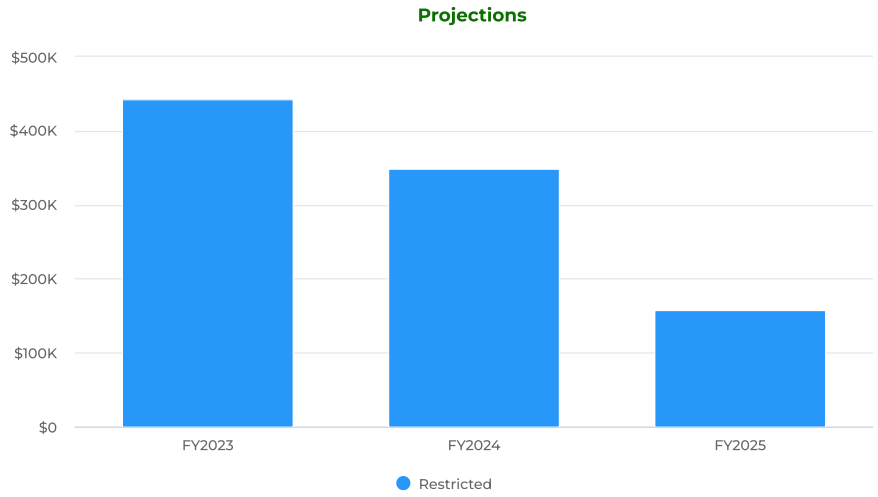
Expenditures by Expense Type

Building Fee Fund Budgeted Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Operating Expenses	$1,517,291	$1,897,082	$1,554,600	$2,730,189	$2,117,865	36.2%
Debt Service	$1,353	$0	$0	$0	$0	0%
Total Expense Objects:	**$1,518,644**	**$1,897,082**	**$1,554,600**	**$2,730,189**	**$2,117,865**	**36.2%**

Fund Balance



All of the Building Fee Fund Reserves are considered restricted as they can only be used to support enforcement of the Florida Building Code per state statute.

Financial Summary	FY2023	FY2024	FY2025	% Change
Fund Balance	—	—	—	
Restricted	$443,445	$349,095	$157,495	-54.9%
Total Fund Balance:	**$443,445**	**$349,095**	**$157,495**	**-54.9%**

Debt Service Fund

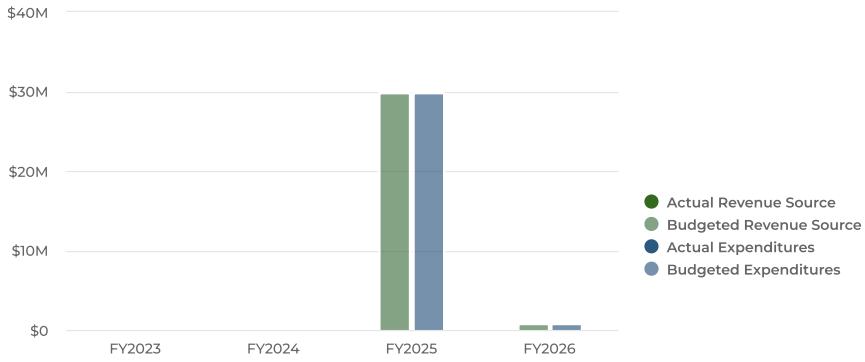
The Debt Service Fund accounts for the accumulation of resources that are committed or assigned for the payment of principal and interest on long-term obligations of governmental funds.

The Debt Service Fund is considered a non-major Governmental Fund for financial reporting.

Summary

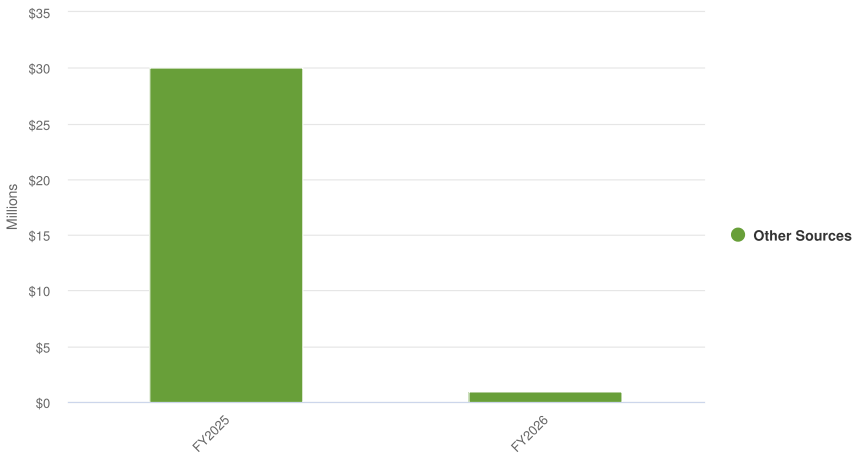
The Village of Estero is projecting $920K of revenue in FY2026, which represents a 96.9% decrease over the prior year. Budgeted expenditures are projected to decrease by 96.9% or $29.08M to $920K in FY2026.

The Village has no debt obligations, therefore there are no revenues or expenditures budgeted for the 2022-2023 and 2023-2024 fical year.



Revenues by Source

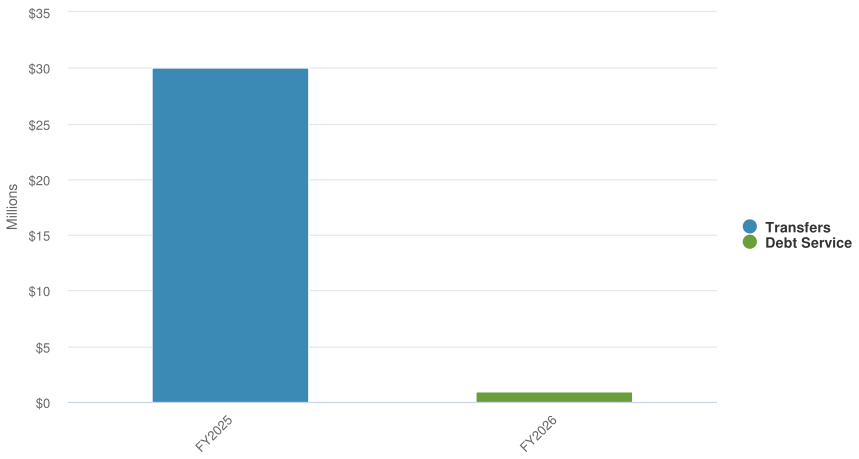
Debt Service Fund Budgeted and Historical Revenues by Source



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Revenue Source						
Other Sources	$0	$0	$30,000,000	$0	$920,000	-96.9%
Total Revenue Source:	**$0**	**$0**	**$30,000,000**	**$0**	**$920,000**	**-96.9%**

Expenditures by Expense Type

Debt Service Fund Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Debt Service	$0	$0	$0	$0	$920,000	N/A
Transfers	$0	$0	$30,000,000	$0	$0	-100%
Total Expense Objects:	**$0**	**$0**	**$30,000,000**	**$0**	**$920,000**	**-96.9%**

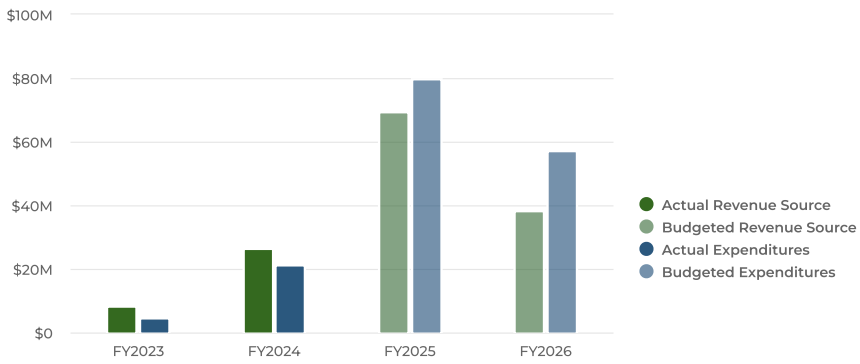
Capital Projects Fund

The Capital Projects Fund accounts for the resources restricted or allocated to capital projects. The restricted revenue is restricted for use on road or park capital improvements.

The Capital Projects fund is considered a major Governmental Fund for financial reporting purposes. A major fund is defined as any fund whose revenues or expenditures, excluding other financing sources and uses, constitute more than 10% of the revenues or expenditures of the appropriated budget.

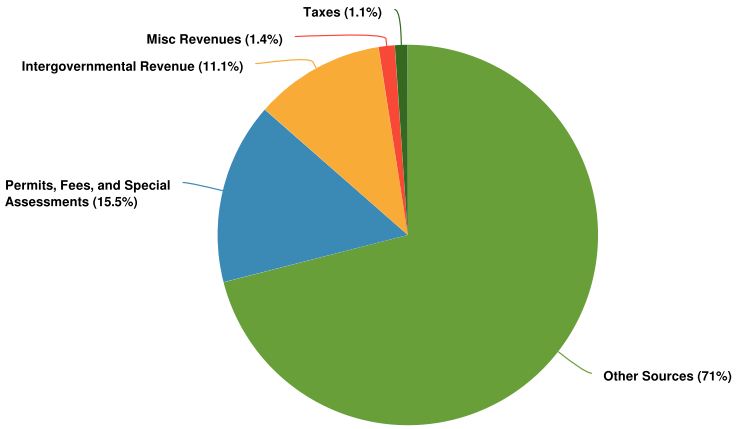
Summary

The Village of Estero is projecting $38.37M of revenue in FY2026, which represents a 45.0% decrease over the prior year. Budgeted expenditures are projected to decrease by 28.3% or $22.62M to $57.25M in FY2026.

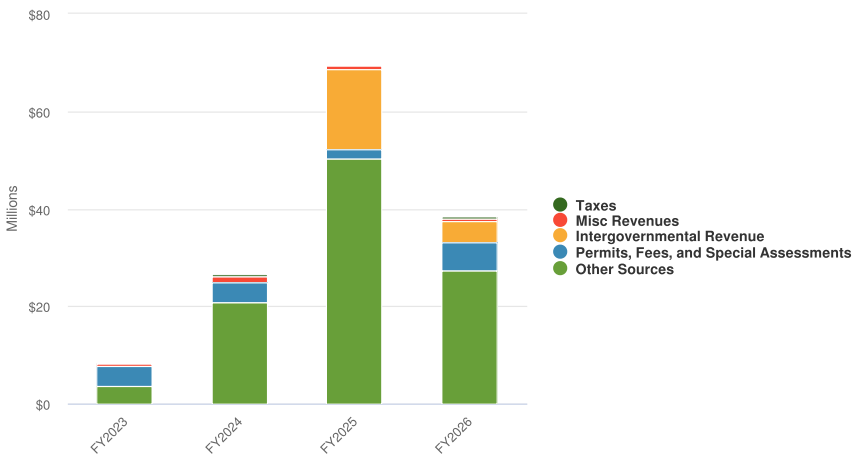


Revenues by Source

Capital Projects Fund Budgeted Revenues by Source

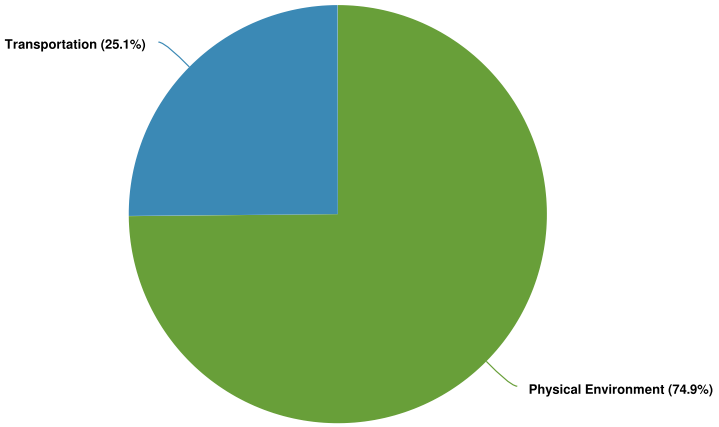


Capital Projects Fund Budgeted and Historical Revenues by Source

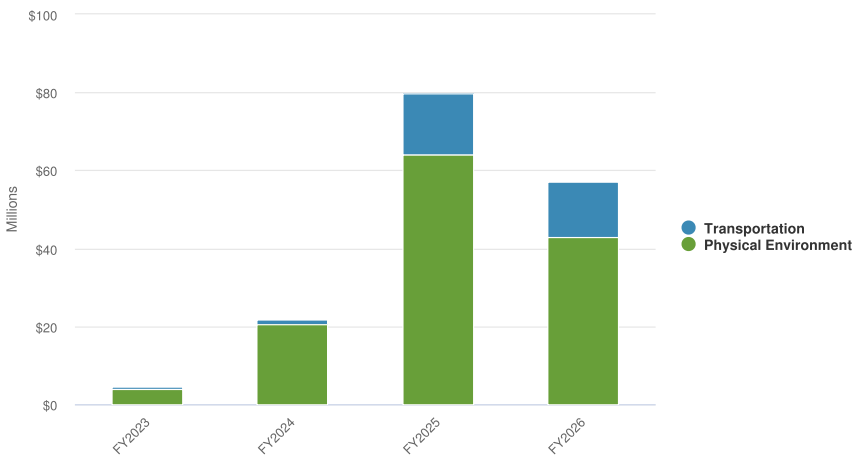


Expenditures by Function

Capital Projects Fund Budgeted Expenditures by Function

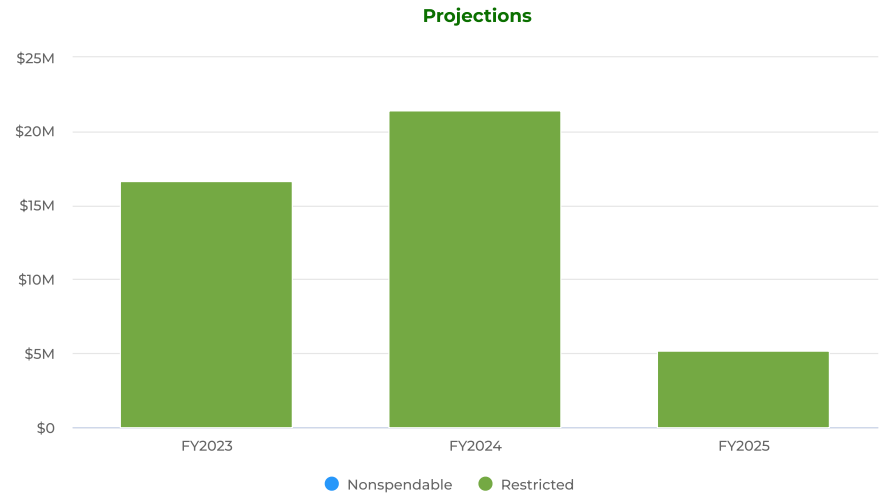


Capital Projects Fund Budgeted and Historical Expenditures by Function



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Physical Environment	$3,800,976	$20,619,060	$63,696,714	$17,749,652	$42,855,106	-32.7%
Transportation	$834,394	$987,460	$15,947,200	$11,200,000	$14,390,000	-9.8%
Total Expenditures:	**$4,635,370**	**$21,606,519**	**$79,643,914**	**$28,949,652**	**$57,245,106**	**-28.1%**

Fund Balance



The Capital Projects Fund reserves are considered restricted for the use of capital improvements.

Financial Summary	FY2023	FY2024	FY2025	% Change
Fund Balance	—	—	—	
Restricted	$16,618,605	$21,439,375	$5,197,257	-75.8%
Nonspendable	$15,800	$0	$0	0%
Total Fund Balance:	**$16,634,405**	**$21,439,375**	**$5,197,257**	**-75.8%**

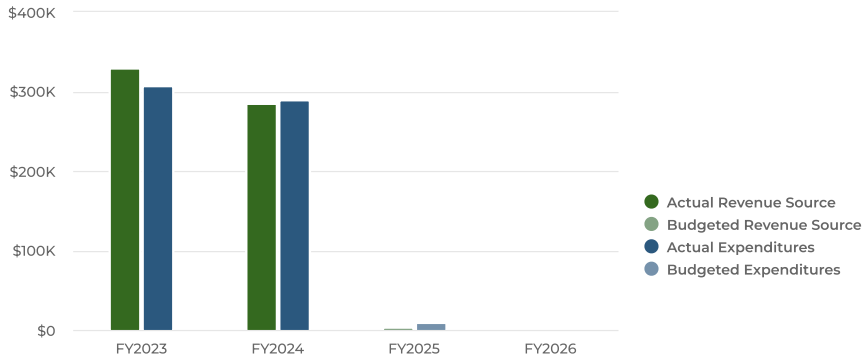
Driving Range Fund

The Driving Range Fund accounts for all driving range revenues and related expenses. The intent is for the amount of revenue generated from these activities to exceed the related expenses, therefore generating a profit.

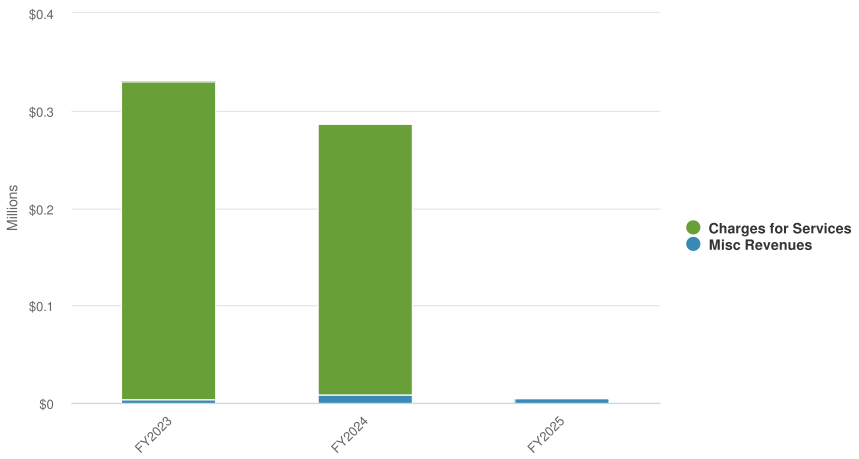
The Driving Range Fund is considered a major Enterprise Fund for financial reporting purposes. It is automatically considered a major fund as it's the Village's only Enterprise Fund.

Summary

The Village of Estero is projecting $0 of revenue in FY2026, which represents a 100% decrease over the prior year. Budgeted expenditures are projected to decrease by 100% or $10.8K to $0 in FY2026.

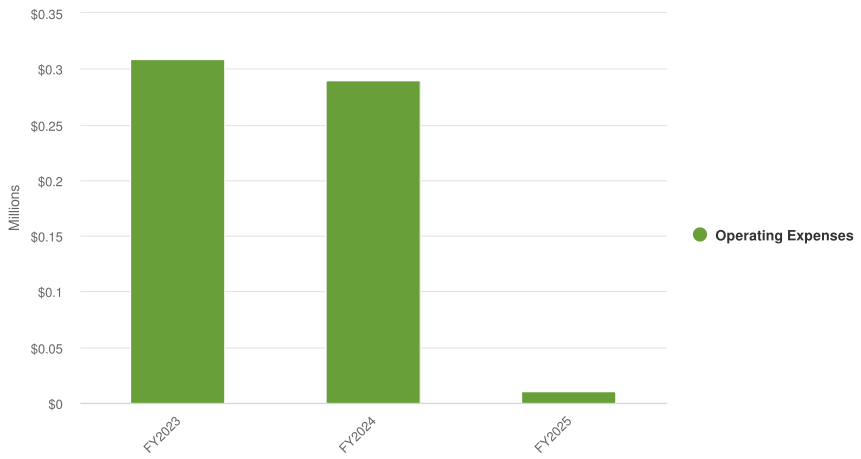


Budgeted and Historical 2026 Revenues by Source



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Revenue Source						
Charges for Services	$326,326	$277,846	$0	$0	$0	0%
Misc Revenues	$4,175	$8,413	$5,015	$7,593	$0	-100%
Total Revenue Source:	**$330,500**	**$286,258**	**$5,015**	**$7,593**	**$0**	**-100%**

Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Operating Expenses	$308,244	$289,793	$10,800	$2,600	$0	-100%
Total Expense Objects:	**$308,244**	**$289,793**	**$10,800**	**$2,600**	**$0**	**-100%**

DEPARTMENTS

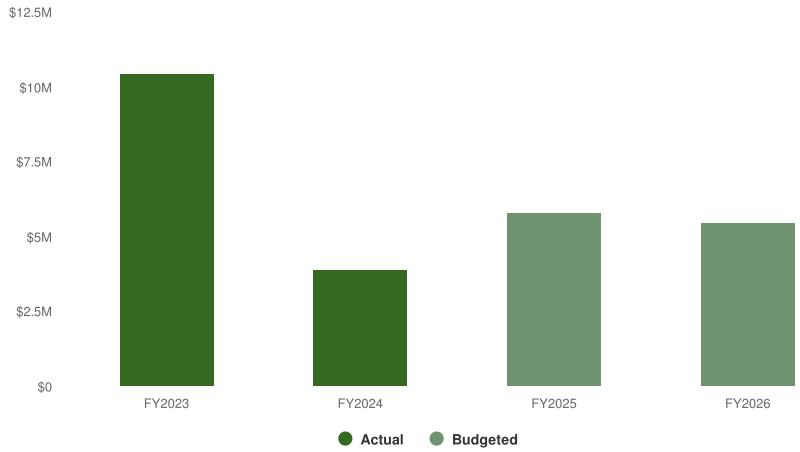
General Government

This "General Government" section reports on all of the General Fund cost centers that are classified as General Government. The listed cost centers are reported on individually in the following section.

Expenditures Summary

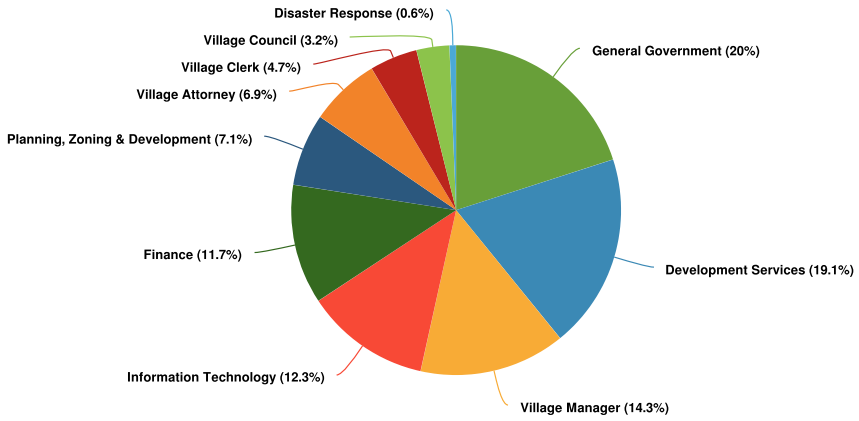
$5,460,735 -$317,220
(-5.49% vs. prior year)

General Government Proposed and Historical Budget vs. Actual

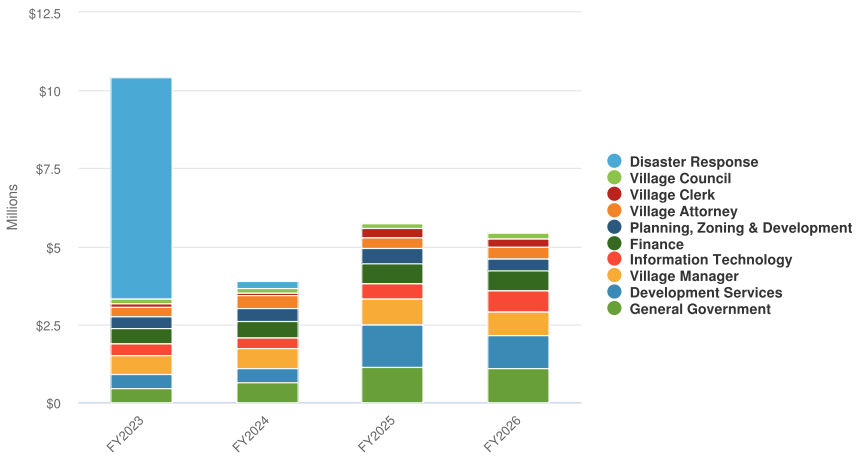


Expenditures by Department

General Government Budgeted Expenditures by Department

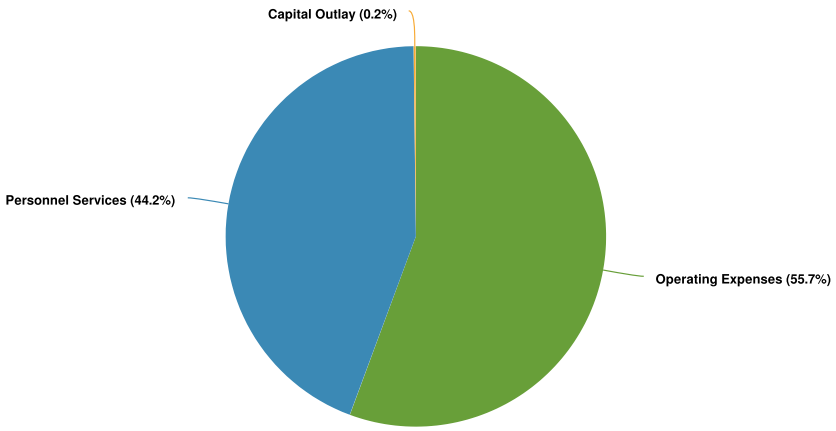


General Government Budgeted and Historical Expenditures by Department

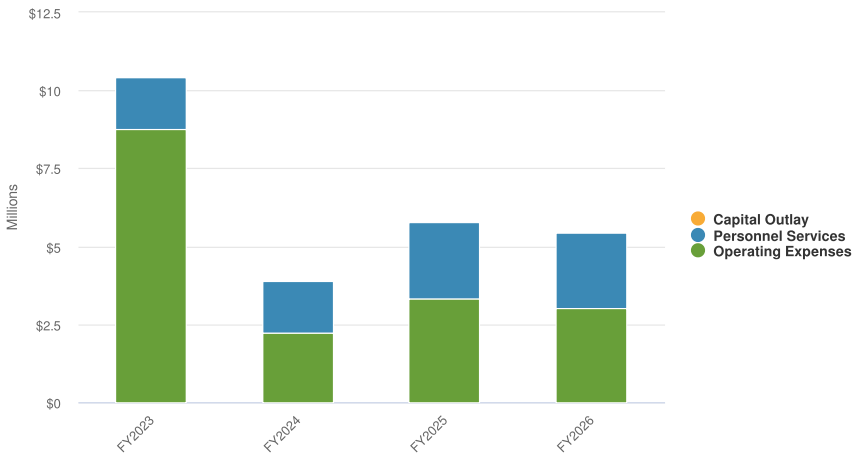


Expenditures by Expense Type

General Government Budgeted Expenditures by Expense Type



General Government Budgeted and Historical Expenditures by Expense Type



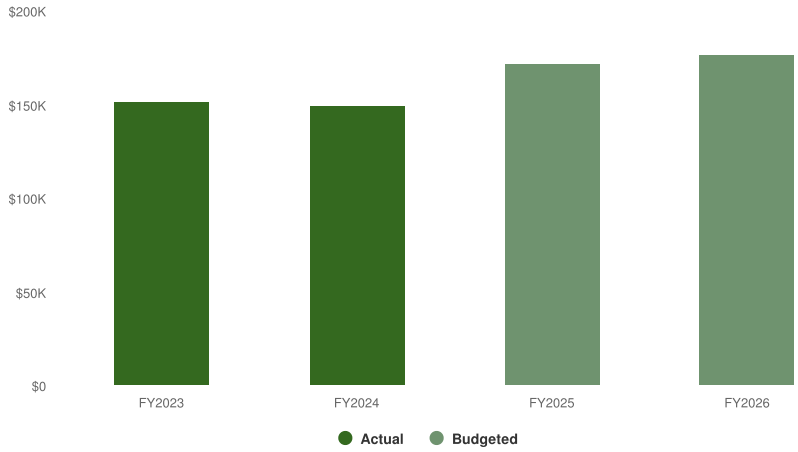
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Personnel Services	$1,675,441	$1,652,390	$2,451,605	$1,917,755	$2,411,440	-1.6%
Operating Expenses	$8,755,222	$2,230,574	$3,316,350	$2,743,382	$3,039,295	-8.4%
Capital Outlay	$370	$0	$10,000	$0	$10,000	0%
Total Expense Objects:	**$10,431,034**	**$3,882,964**	**$5,777,955**	**$4,661,137**	**$5,460,735**	**-5.5%**

Village Council

Expenditures Summary

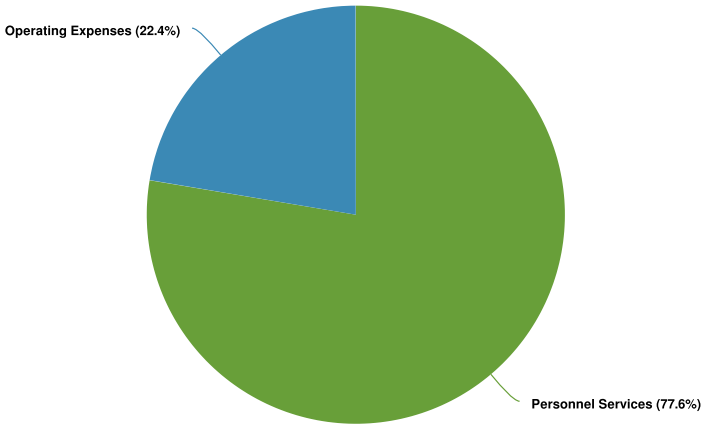
$176,680 $4,870
(2.83% vs. prior year)

Village Council Proposed and Historical Budget vs. Actual

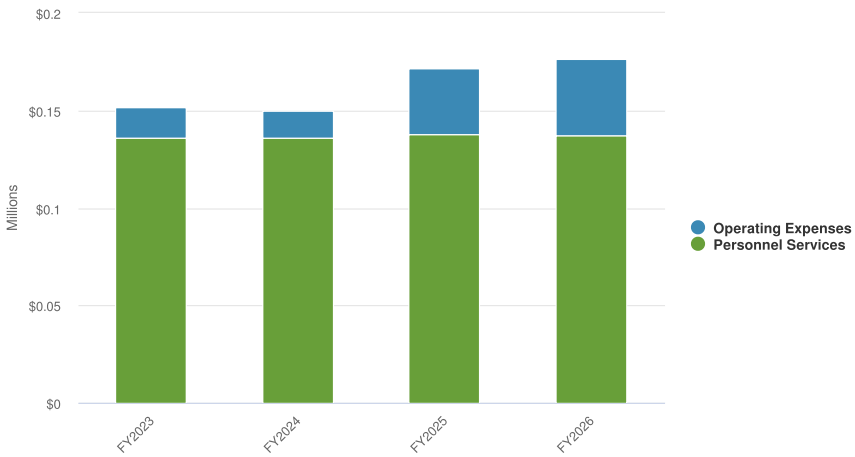


Expenditures by Expense Type

Village Council Budgeted Expenditures by Expense Type



Village Council Budgeted and Historical Expenditures by Expense Type



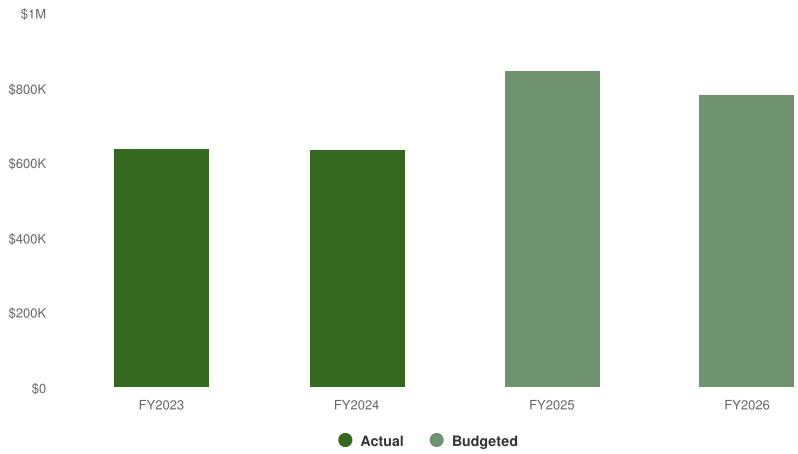
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Village Council						
Executive Salaries	$124,047	$124,277	$124,300	$124,277	$124,280	0%
FICA Taxes	$9,490	$9,507	$9,600	$9,507	$9,530	-0.7%
Workers Comp	$343	$468	$1,910	$500	$1,170	-38.7%
Unemployment Comp	$2,047	$1,716	$2,000	$1,780	$2,200	10%
Travel and Per Diem	$7,214	$2,321	$23,000	$2,500	$25,000	8.7%
Books Pub & Memberships	$8,183	$9,319	$9,500	$10,000	$12,000	26.3%
Training	$272	$2,247	$1,500	$2,500	$2,500	66.7%
Total Village Council:	**$151,597**	**$149,855**	**$171,810**	**$151,064**	**$176,680**	**2.8%**
Total General Government:	**$151,597**	**$149,855**	**$171,810**	**$151,064**	**$176,680**	**2.8%**
Total Expenditures:	**$151,597**	**$149,855**	**$171,810**	**$151,064**	**$176,680**	**2.8%**

Village Manager

Expenditures Summary

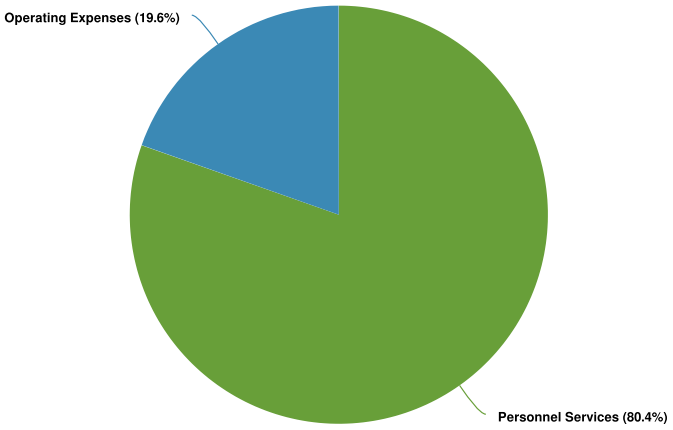
$781,910 -$62,915
(-7.45% vs. prior year)

Village Manager Proposed and Historical Budget vs. Actual

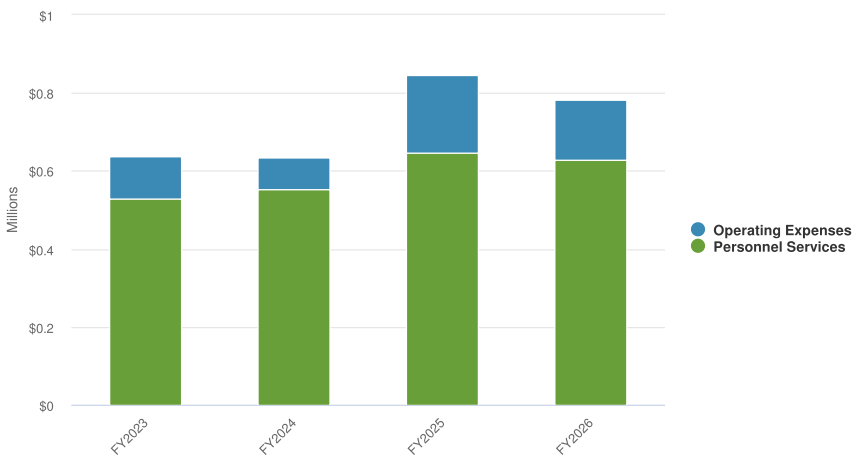


Expenditures by Expense Type

Village Manager Budgeted Expenditures by Expense Type



Village Manager Budgeted and Historical Expenditures by Expense Type



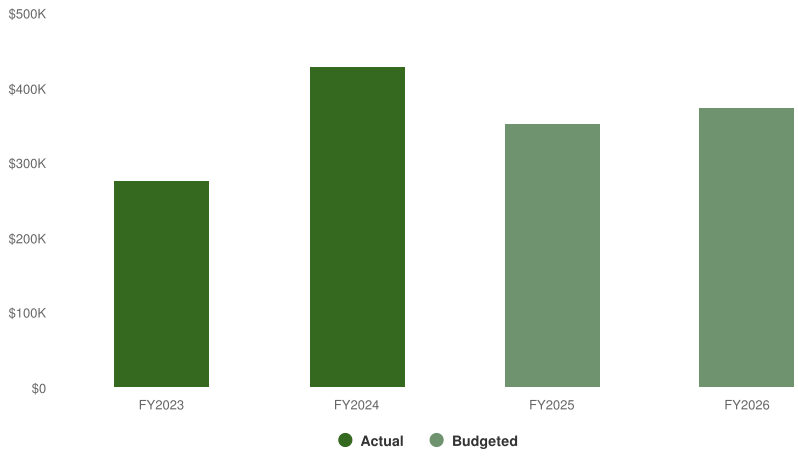
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Village Manager						
Executive Salary	$241,236	$257,756	$260,130	$266,684	$397,090	52.7%
Car Allowance	$7,712	$8,475	$8,300	$8,788	$8,600	3.6%
Regular Salaries & Wages	$138,400	$143,406	$195,000	$178,588	$46,970	-75.9%
FICA Taxes	$23,711	$24,876	$35,410	$22,751	$34,640	-2.2%
Retirement Contributions	$25,031	$26,062	$44,250	$28,002	$46,405	4.9%
Group Insurance	$89,718	$90,597	$95,035	$93,328	$89,985	-5.3%
Worker's Compensation	$809	$1,687	$7,100	$1,700	$4,035	-43.2%
Unemployment Comp	$790	$736	$850	$800	$935	10%
Miscellaneous Professional Srv	$42,800	$18,000	$85,000	$20,000	$45,000	-47.1%
Communication Services	$36,024	$36,027	$38,000	$38,000	$40,000	5.3%
Miscellaneous Contractual Srvs	$5,003	$0	$35,000	$12,000	$25,000	-28.6%
Travel & Per Diem	$5,190	$4,088	$12,500	$7,500	$15,000	20%
Public Relations	$19,146	$19,146	$20,000	$18,250	$20,000	0%
Books Pub & Memberships	$2,364	$2,364	$4,000	$1,750	$4,000	0%
Training	$470	$470	$4,250	$2,000	$4,250	0%
Total Village Manager:	**$638,404**	**$633,691**	**$844,825**	**$700,141**	**$781,910**	**-7.4%**
Total General Government:	**$638,404**	**$633,691**	**$844,825**	**$700,141**	**$781,910**	**-7.4%**
Total Expenditures:	**$638,404**	**$633,691**	**$844,825**	**$700,141**	**$781,910**	**-7.4%**

Village Attorney

Expenditures Summary

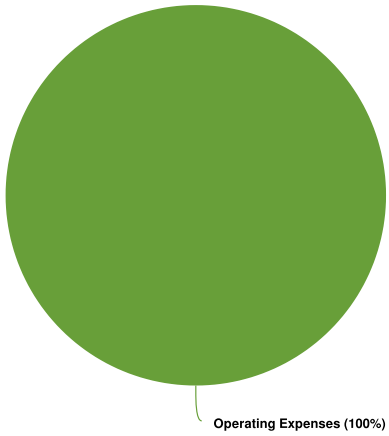
$375,000 $23,000
(6.53% vs. prior year)

Village Attorney Proposed and Historical Budget vs. Actual

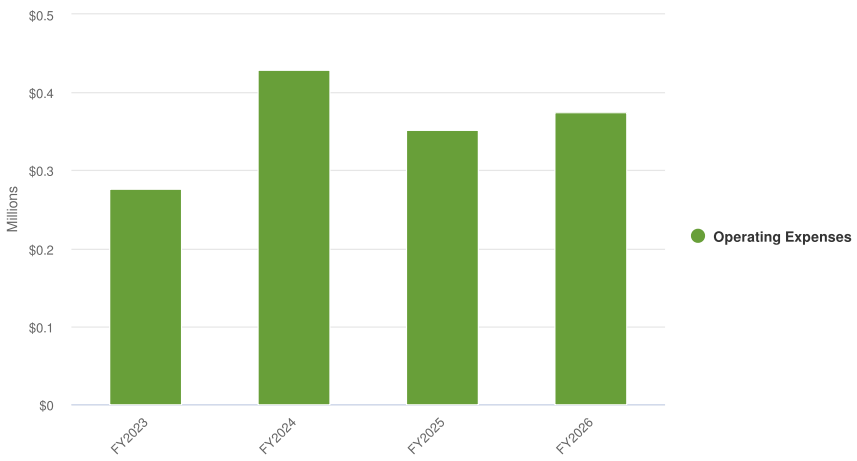


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Village Attorney Budgeted and Historical Expenditures by Expense Type



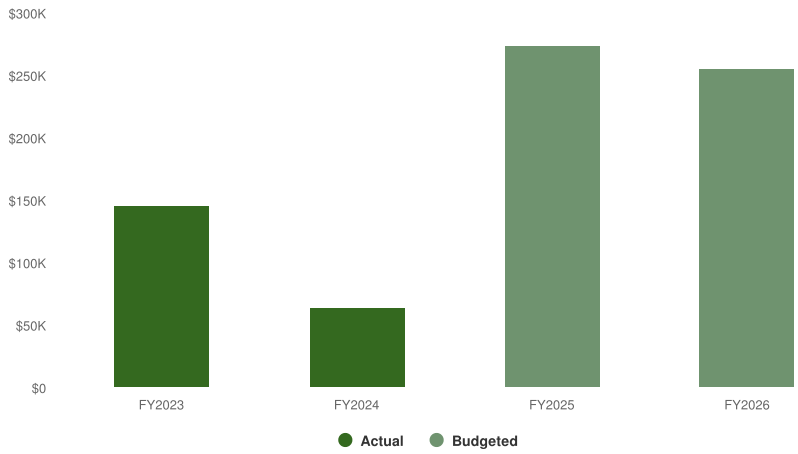
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Village Attorney						
Village Attorney	$203,257	$260,900	$212,500	$248,286	$275,000	29.4%
Land Use Legal	$67,536	$27,738	$85,000	$36,646	$50,000	-41.2%
Comprehensive Plan Legal	$0	$0	$15,000	$10,000	$15,000	0%
Code Enforcement Legal	$0	$2,094	$12,000	$2,000	$10,000	-16.7%
Land Dev Code Legal	$0	$0	$15,000	$10,000	$15,000	0%
Miscellaneous legal	$6,325	$137,605	$0	$0	$0	0%
Other Special Legal	$0	$0	$12,500	$10,000	$10,000	-20%
Total Village Attorney:	**$277,118**	**$428,337**	**$352,000**	**$316,932**	**$375,000**	**6.5%**
Total General Government:	**$277,118**	**$428,337**	**$352,000**	**$316,932**	**$375,000**	**6.5%**
Total Expenditures:	**$277,118**	**$428,337**	**$352,000**	**$316,932**	**$375,000**	**6.5%**

Village Clerk

Expenditures Summary

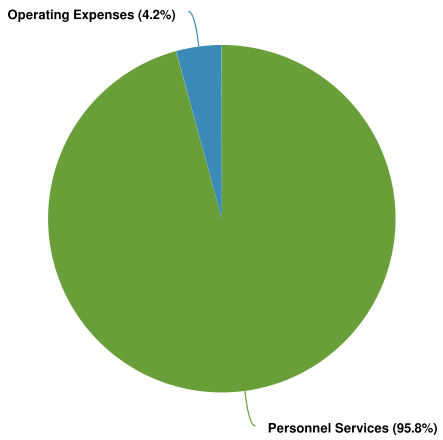
$255,490 -$17,625
(-6.45% vs. prior year)

Village Clerk Proposed and Historical Budget vs. Actual

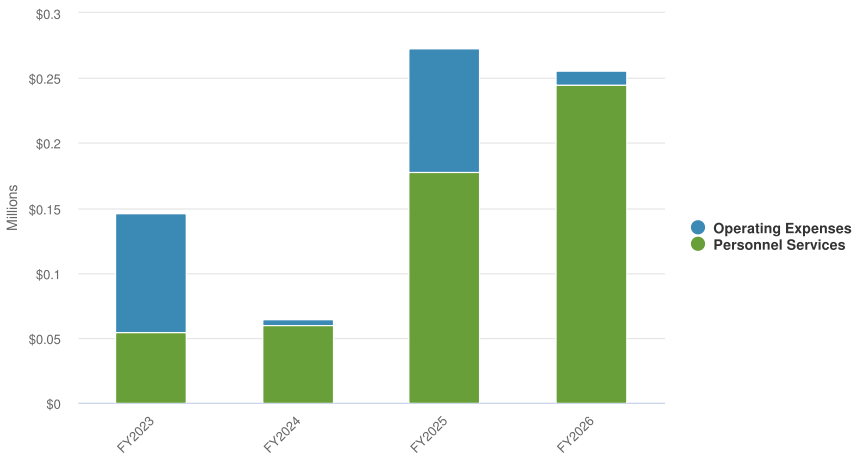


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Village Clerk Budgeted and Historical Expenditures by Expense Type



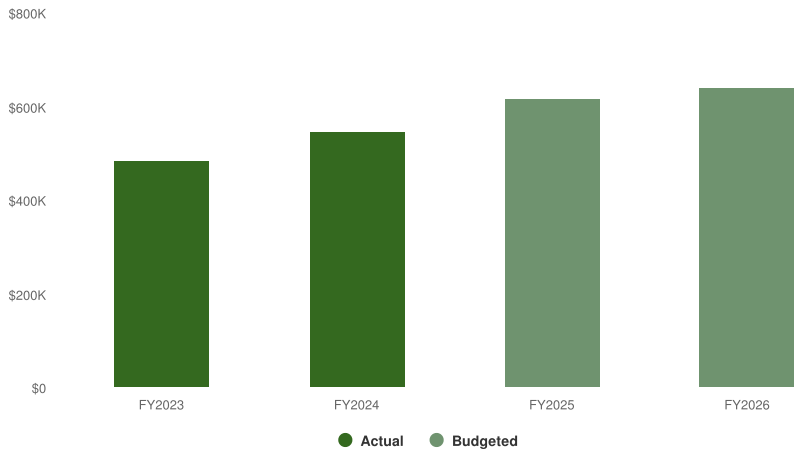
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Village Clerk						
Regular Salaries & Wages	$41,412	$42,948	$130,715	$44,500	$190,970	46.1%
FICA Taxes	$3,168	$3,285	$10,015	$3,600	$14,650	46.3%
Retirement Contributions	$8,709	$11,240	$8,845	$12,500	$11,590	31%
Group Insurance	$0	$0	$24,640	$0	$24,870	0.9%
Worker's Compensation	$544	$1,467	$2,550	$2,500	$1,715	-32.7%
Unemployment Compensation	$769	$718	$850	$800	$875	2.9%
Codification	$0	$0	$3,000	$2,000	$3,090	3%
Election Services	$83,223	$0	$85,000	$30,000	$0	-100%
Miscellaneous Contractual Srv	$5	$0	$0	$0	$0	0%
Travel & Per Diem	$1,478	$352	$1,250	$1,000	$1,290	3.2%
Legal Notices	$3,660	$3,777	$5,000	$4,500	$5,150	3%
Book, Pub & Membership	$450	$100	$500	$500	$515	3%
Training	$2,241	$242	$750	$500	$775	3.3%
Total Village Clerk:	**$145,659**	**$64,128**	**$273,115**	**$102,400**	**$255,490**	**-6.5%**
Total General Government:	**$145,659**	**$64,128**	**$273,115**	**$102,400**	**$255,490**	**-6.5%**
Total Expenditures:	**$145,659**	**$64,128**	**$273,115**	**$102,400**	**$255,490**	**-6.5%**

Finance

Expenditures Summary

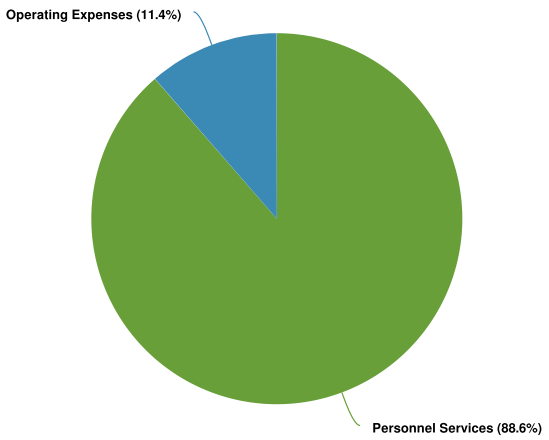
$640,330 $22,755
(3.68% vs. prior year)

Finance Proposed and Historical Budget vs. Actual

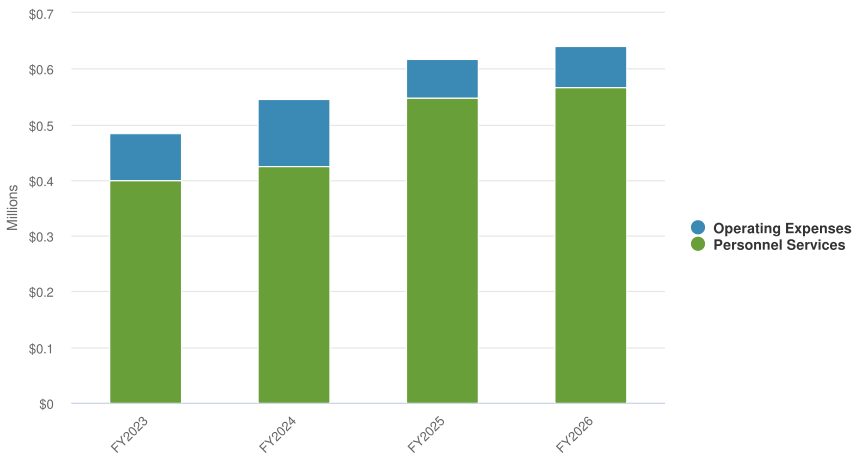


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Finance Budgeted and Historical Expenditures by Expense Type



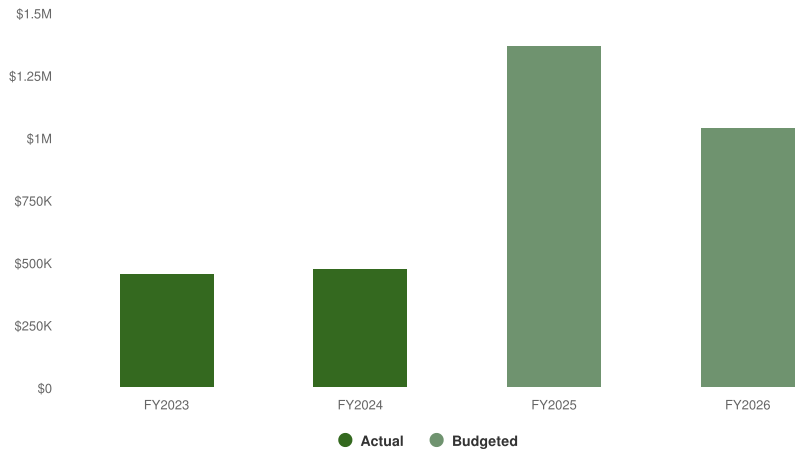
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Finance						
Regular Salaries & Wages	$324,557	$306,456	$388,490	$365,000	$406,370	4.6%
FICA Taxes	$24,432	$22,314	$29,750	$26,400	$31,100	4.5%
Retirement Contributions	$16,659	$27,638	$36,000	$33,500	$37,660	4.6%
Group Insurance	$33,305	$67,240	$85,465	$82,500	$85,470	0%
Worker's Compensation	$308	$1,290	$7,120	$1,500	$5,440	-23.6%
Unemployment Compensation	$1,141	$1,077	$1,250	$1,200	$1,315	5.2%
Accounting Services	$33,931	$73,456	$10,000	$12,000	$10,500	5%
Auditing & Actuarial Services	$44,700	$38,700	$51,000	$51,000	$53,550	5%
Travel & Per Diem	$4,573	$5,186	$4,500	$4,000	$4,725	5%
Books, Publications & Members	$1,346	$1,922	$2,000	$1,850	$2,100	5%
Training	$0	$135	$2,000	$1,750	$2,100	5%
Total Finance:	**$484,953**	**$545,415**	**$617,575**	**$580,700**	**$640,330**	**3.7%**
Total General Government:	**$484,953**	**$545,415**	**$617,575**	**$580,700**	**$640,330**	**3.7%**
Total Expenditures:	**$484,953**	**$545,415**	**$617,575**	**$580,700**	**$640,330**	**3.7%**

Development Services

Expenditures Summary

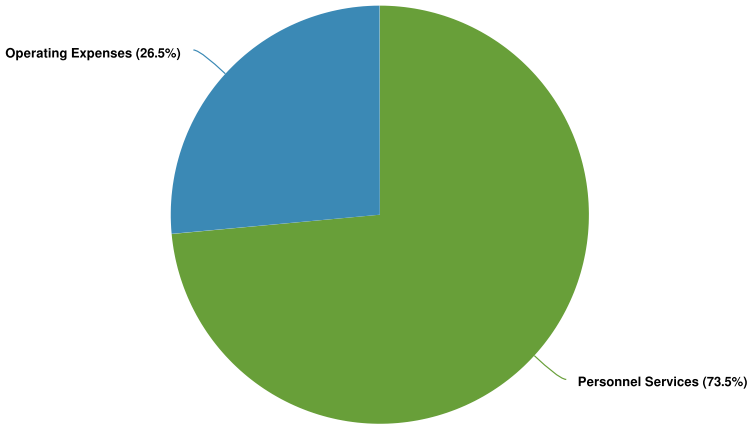
$1,044,075 -$325,355
(-23.76% vs. prior year)

Development Services Proposed and Historical Budget vs. Actual

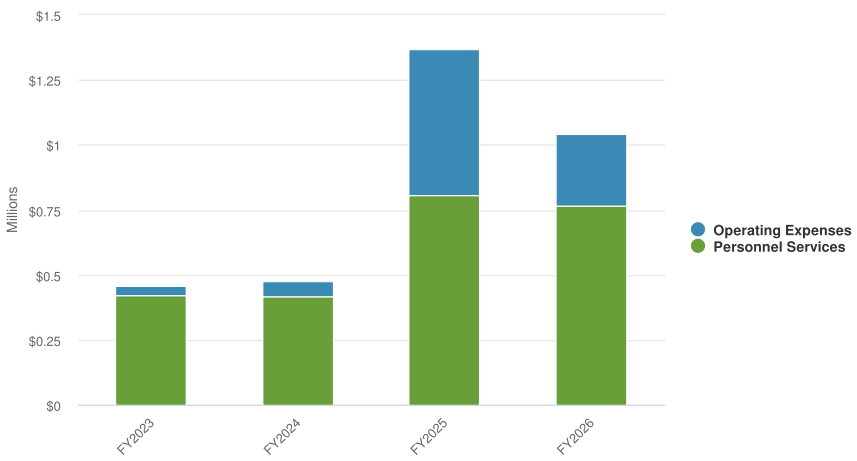


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Development Services Budgeted and Historical Expenditures by Expense Type



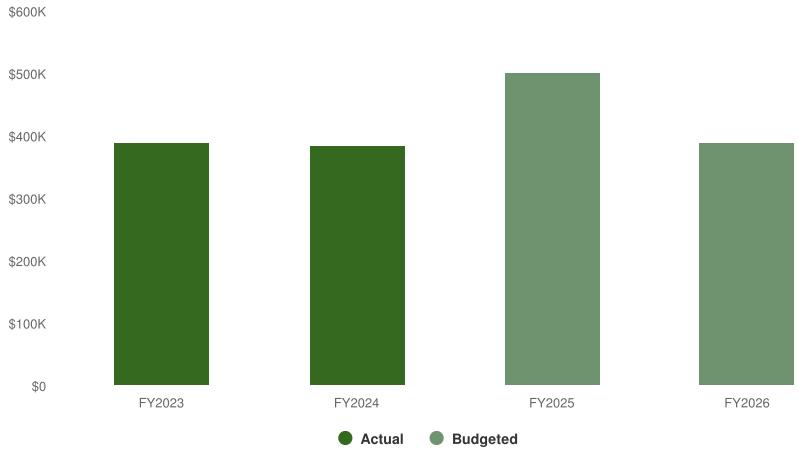
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Development Services						
Regular Salaries & Wages	$293,377	$305,177	$585,875	$400,000	$596,290	1.8%
FICA Taxes	$21,857	$23,041	$44,845	$28,500	$45,650	1.8%
Retirement Contributions	$37,039	$31,825	$54,190	$42,000	$47,460	-12.4%
Group Insurance	$62,667	$53,823	$105,810	$66,500	$68,440	-35.3%
Worker's Compensation	$4,648	$1,518	$12,710	$1,800	$8,410	-33.8%
Unemployment Compensation	$1,376	$1,725	$1,500	$2,500	$1,575	5%
Land Development Code	$1,309	$0	$40,000	$12,500	$20,000	-50%
Comp Plan/Land Dev Regulations	$0	$0	$30,000	$12,500	$5,000	-83.3%
Growth Model Srvs	$0	$0	$10,000	$0	$10,000	0%
Development Srvcs Manager	$0	$0	$40,000	$0	$10,000	-75%
Misc Professional Services	$14,348	$1,105	$365,000	$0	$10,000	-97.3%
Economic Development	$12,500	$51,242	$60,000	$400,000	$200,000	233.3%
Travel & Per Diem	$204	$766	$2,500	$2,000	$3,500	40%
Legal Notices-Plan & Zoning	$2,403	$0	$6,000	$5,000	$6,500	8.3%
Books, Pub & Memberships	$4,309	$5,166	$10,000	$5,000	$10,000	0%
Training	$317	$177	$1,000	$500	$1,250	25%
Total Development Services:	**$456,354**	**$475,566**	**$1,369,430**	**$978,800**	**$1,044,075**	**-23.8%**
Total General Government:	**$456,354**	**$475,566**	**$1,369,430**	**$978,800**	**$1,044,075**	**-23.8%**
Total Expenditures:	**$456,354**	**$475,566**	**$1,369,430**	**$978,800**	**$1,044,075**	**-23.8%**

Planning, Zoning & Dev Review

Expenditures Summary

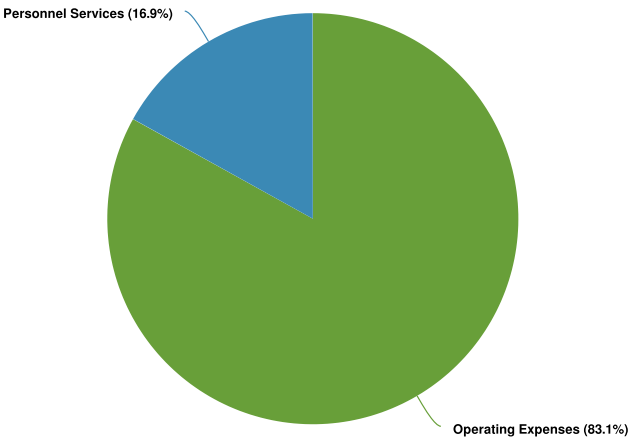
$388,250 -$113,850
(-22.67% vs. prior year)

Planning, Zoning & Development Proposed and Historical Budget vs. Actual

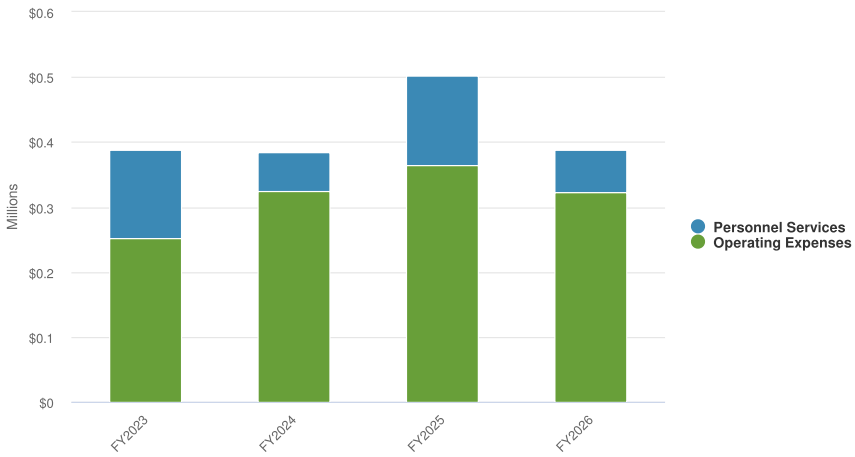


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Planning, Zoning & Development Budgeted and Historical Expenditures by Expense Type



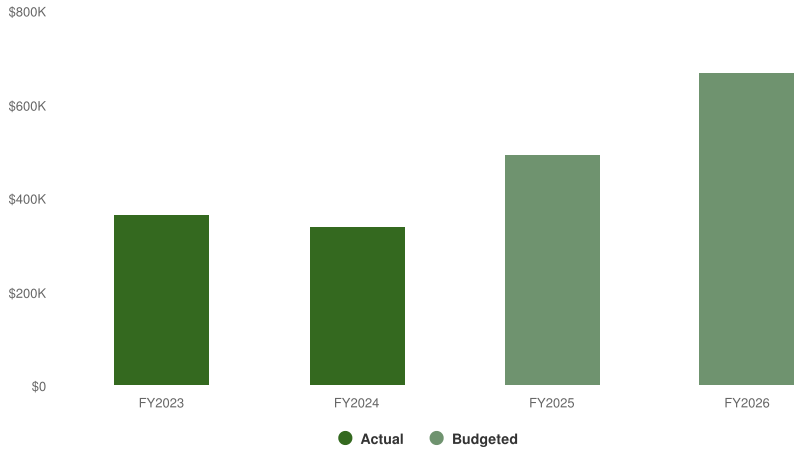
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Planning, Zoning & Development						
Cost Recovery-Wages	$126,498	$54,981	$125,000	$60,000	$60,000	-52%
Cost Recovery FICA Taxes	$9,640	$4,616	$9,600	$5,000	$5,000	-47.9%
Cost Recovery Worker's Comp	$0	$445	$2,000	$500	$500	-75%
Cost Recovery Unemploy Comp	$0	$0	$500	$250	$250	-50%
Cost Recovery Prof Services	$11,200	$6,935	$15,000	$7,500	$7,500	-50%
Planning & Zoning-Fixed Fee	$240,443	$317,532	$350,000	$315,000	$315,000	-10%
Total Planning, Zoning & Development:	**$387,781**	**$384,510**	**$502,100**	**$388,250**	**$388,250**	**-22.7%**
Total General Government:	**$387,781**	**$384,510**	**$502,100**	**$388,250**	**$388,250**	**-22.7%**
Total Expenditures:	**$387,781**	**$384,510**	**$502,100**	**$388,250**	**$388,250**	**-22.7%**

Information Technology

Expenditures Summary

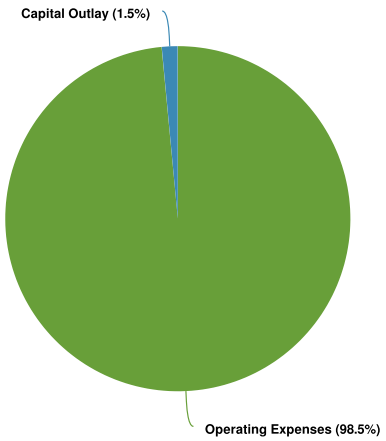
$670,000 $175,700
(35.55% vs. prior year)

Informaion Technology Proposed and Historical Budget vs. Actual

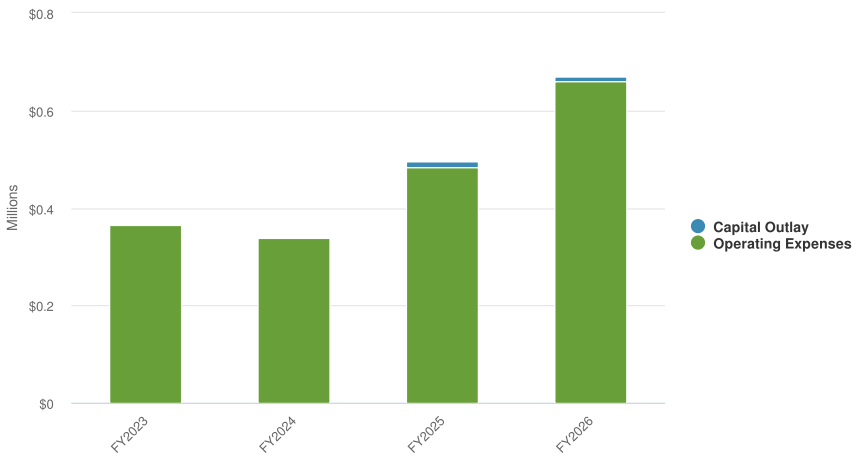


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Information Technology Budgeted and Historical Expenditures by Expense Type



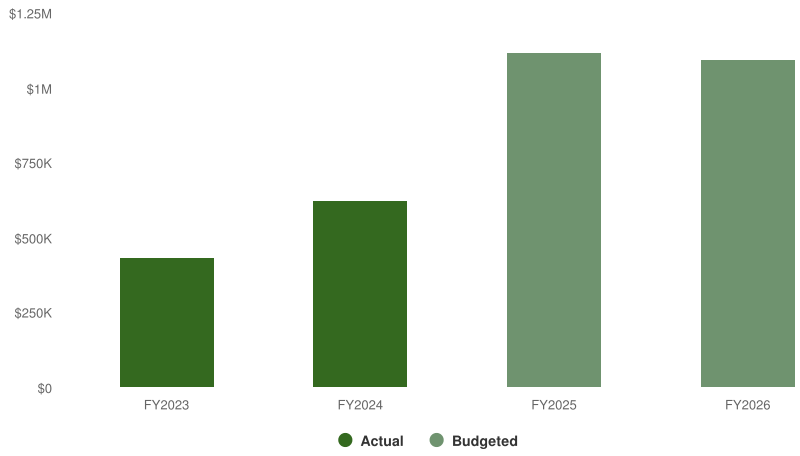
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Information Technology						
Webmaster Srvs & Maintenance	$54,077	$33,682	$32,500	$37,680	$50,000	53.8%
Website Enhancements	$63	$18,392	$1,800	$60,000	$100,000	5,455.6%
Software Licensing	$111,666	$73,210	$145,000	$200,000	$200,000	37.9%
Information Technology Srvs	$198,668	$210,000	$175,000	$162,320	$200,000	14.3%
Audio Visual Services	$0	$0	$120,000	$60,000	$100,000	-16.7%
Small tools & equipment	$205	$3,633	$10,000	$5,000	$10,000	0%
Capital Outlay	$0	$0	$10,000	$0	$10,000	0%
Total Information Technology:	**$364,678**	**$338,917**	**$494,300**	**$525,000**	**$670,000**	**35.5%**
Total General Government:	**$364,678**	**$338,917**	**$494,300**	**$525,000**	**$670,000**	**35.5%**
Total Expenditures:	**$364,678**	**$338,917**	**$494,300**	**$525,000**	**$670,000**	**35.5%**

General Government

Expenditures Summary

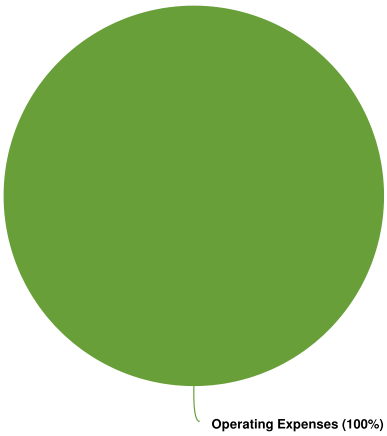
$1,094,000 -$23,800
(-2.13% vs. prior year)

General Government Proposed and Historical Budget vs. Actual

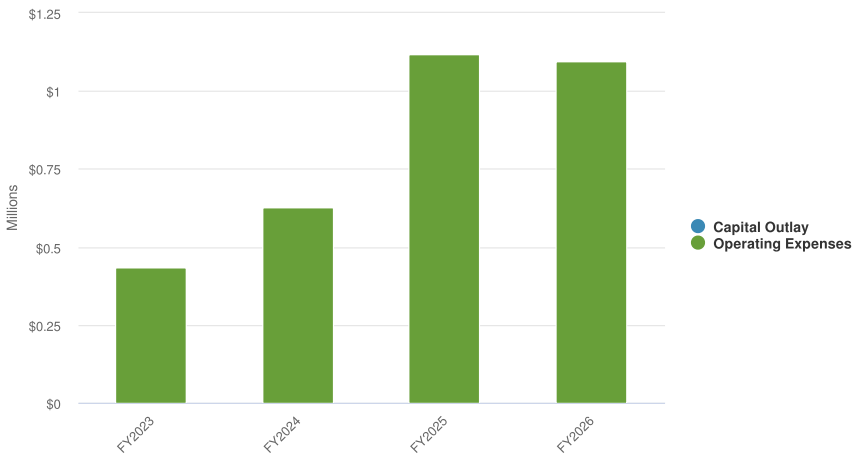


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



General Government Budgeted and Historical Expenditures by Expense Type



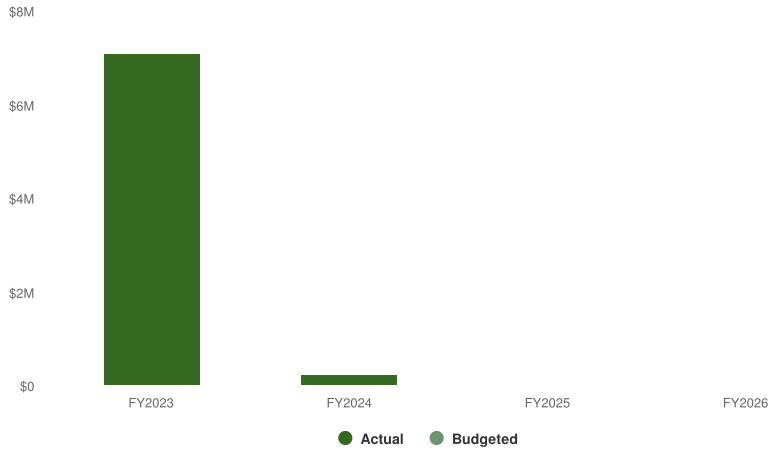
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
General Government						
Recruitment Services	$11,492	$7,335	$12,500	$20,000	$20,000	60%
Lobbying Services	$33,000	$36,000	$80,000	$40,000	$60,000	-25%
State Administrative Fees	$0	$0	$9,500	$0	$0	-100%
Tax Collector Fees	$0	$0	$4,000	$0	$0	-100%
Audio Visual Services	$25,015	$26,037	$27,550	$30,000	$31,500	14.3%
Misc Contractual Srvcs	$1,700	$75,046	$250,000	$120,000	$150,000	-40%
Travel	$2,765	$424	$5,000	$3,500	$5,250	5%
Communications	$14,800	$6,074	$6,500	$7,250	$7,500	15.4%
Freight & Postage	$1,867	$3,576	$4,500	$4,250	$5,000	11.1%
Utilities	$49,177	$49,508	$55,750	$52,750	$62,500	12.1%
Equipment Rental & Leases	$10,613	$11,641	$11,000	$12,500	$12,500	13.6%
Office Lease-Corkscrew Palms	$114,658	$263,293	$295,000	$272,500	$300,000	1.7%
Insurance	$118,343	$111,520	$175,000	$183,500	$250,000	42.9%
Repairs & Maintenance	$13,746	$12,060	$20,000	$12,600	$20,000	0%
Printing	$83	$0	$1,500	$1,000	$2,500	66.7%
Bank Charges	$269	$215	$500	$250	$250	-50%
Contingency	$0	$0	$125,000	$0	$125,000	0%
Office Supplies	$8,288	$10,540	$7,500	$15,000	$15,000	100%
Operating Supplies	$27,089	$12,172	$25,000	$21,500	$25,000	0%
Books Pub & Membership	$1,047	$904	$2,000	$1,250	$2,000	0%
Capital Outlay	$370	$0	$0	$0	$0	0%
Total General Government:	**$434,322**	**$626,346**	**$1,117,800**	**$797,850**	**$1,094,000**	**-2.1%**
Total General Government:	**$434,322**	**$626,346**	**$1,117,800**	**$797,850**	**$1,094,000**	**-2.1%**
Total Expenditures:	**$434,322**	**$626,346**	**$1,117,800**	**$797,850**	**$1,094,000**	**-2.1%**

Disaster Response

Expenditures Summary

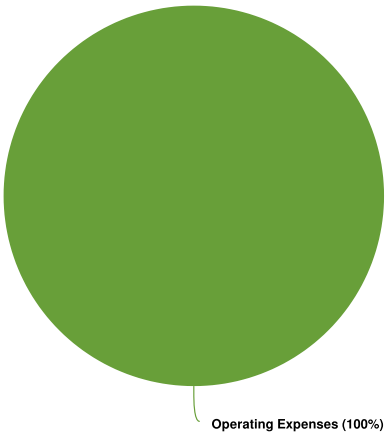
$35,000 $0
(0.00% vs. prior year)

Disaster Response Proposed and Historical Budget vs. Actual

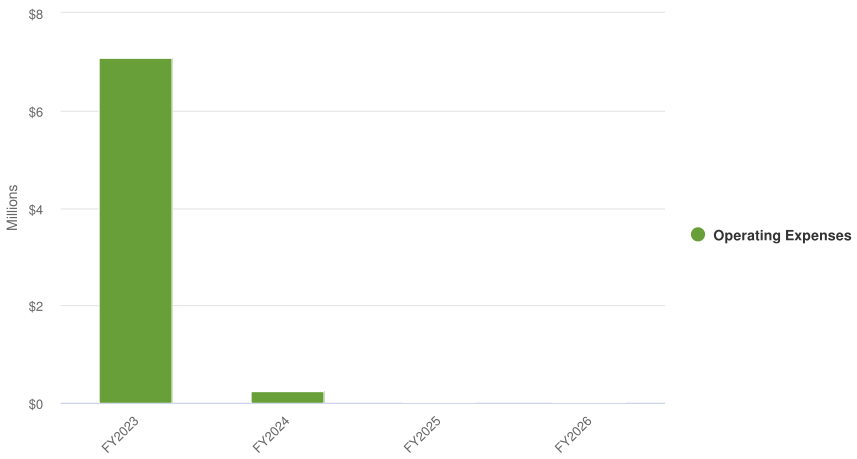


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Disaster Response Budgeted and Historical Expenditures by Expense Type



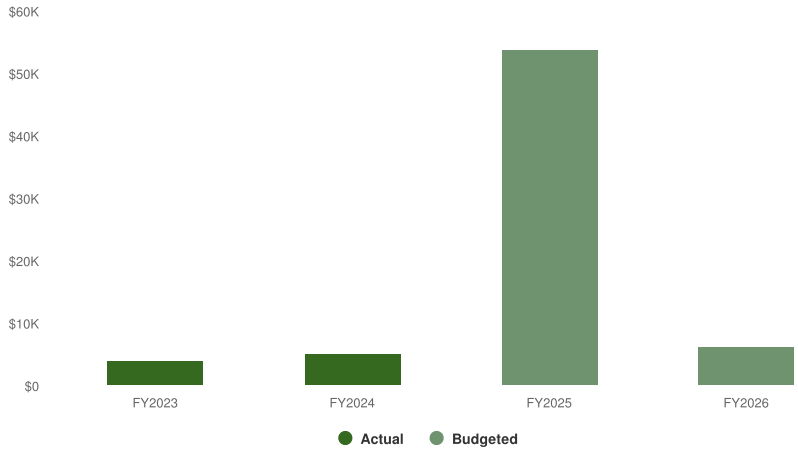
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
General Government						
Disaster Response						
Hurricane Professional Srvcs	$81,934	$228,289	$25,000	$115,000	$25,000	0%
Disaster Preparedness Services	$43,499	$7,910	$10,000	$5,000	$10,000	0%
Hurricane Debris Removal	$6,952,800	$0	$0	$0	$0	0%
Hurricane Operating Supplies	$11,934	$0	$0	$0	$0	0%
Total Disaster Response:	**$7,090,167**	**$236,199**	**$35,000**	**$120,000**	**$35,000**	**0%**
Total General Government:	**$7,090,167**	**$236,199**	**$35,000**	**$120,000**	**$35,000**	**0%**
Total Expenditures:	**$7,090,167**	**$236,199**	**$35,000**	**$120,000**	**$35,000**	**0%**

Public Safety

Expenditures Summary

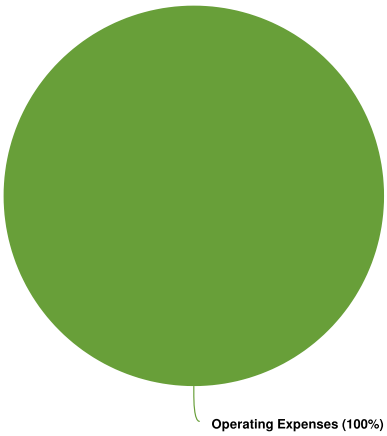
$6,300 -$47,560
(-88.30% vs. prior year)

Public Safety Proposed and Historical Budget vs. Actual

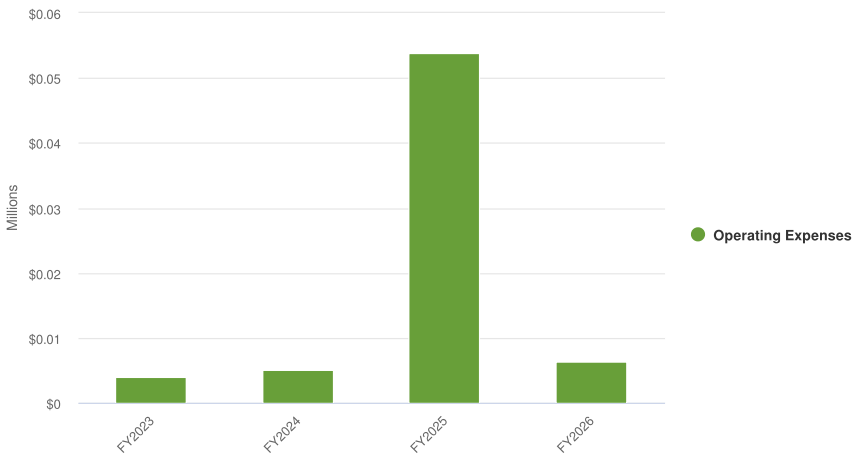


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Public Safety Budgeted and Historical Expenditures by Expense Type



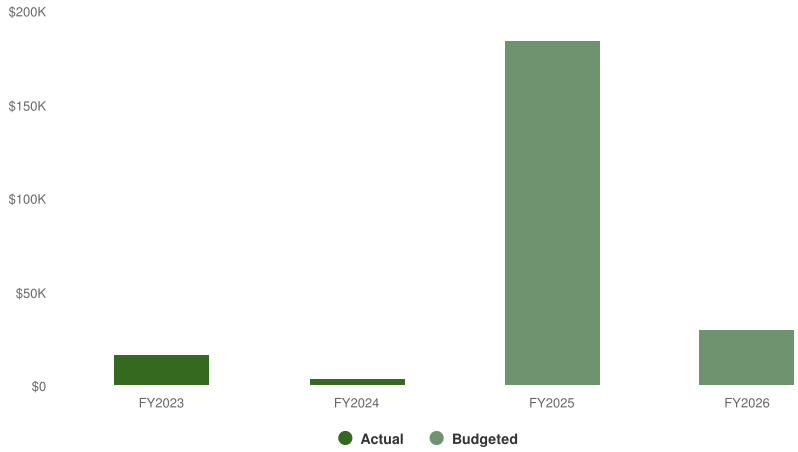
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Public Safety						
Law Enforcement/Marine Services						
Lee Cty Law Enforcement	$4,022	$5,115	$10,000	$6,000	$6,300	-37%
Total Law Enforcement/Marine Services:	**$4,022**	**$5,115**	**$10,000**	**$6,000**	**$6,300**	**-37%**
Lee County Marine						
Lee Cty Marine Patrol	$0	$0	$43,860	$0	$0	-100%
Total Lee County Marine:	**$0**	**$0**	**$43,860**	**$0**	**$0**	**-100%**
Total Public Safety:	**$4,022**	**$5,115**	**$53,860**	**$6,000**	**$6,300**	**-88.3%**
Total Expenditures:	**$4,022**	**$5,115**	**$53,860**	**$6,000**	**$6,300**	**-88.3%**

Code Compliance

Expenditures Summary

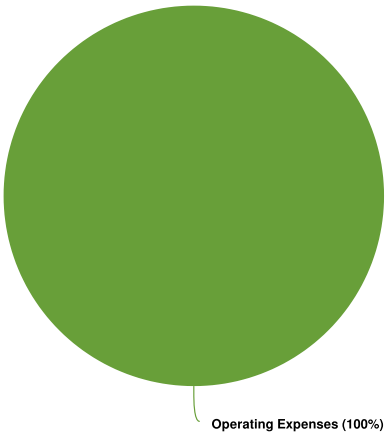
$29,275 -$154,975
(-84.11% vs. prior year)

Code Compliance Proposed and Historical Budget vs. Actual

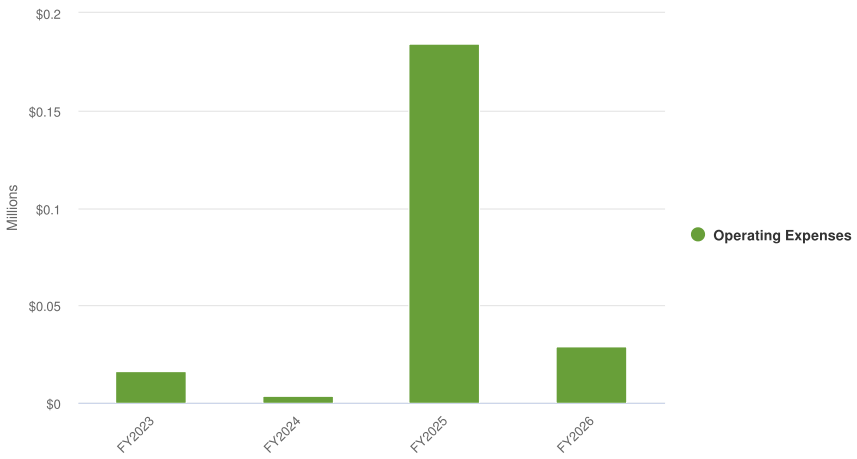


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Code Compiance Budgeted and Historical Expenditures by Expense Type



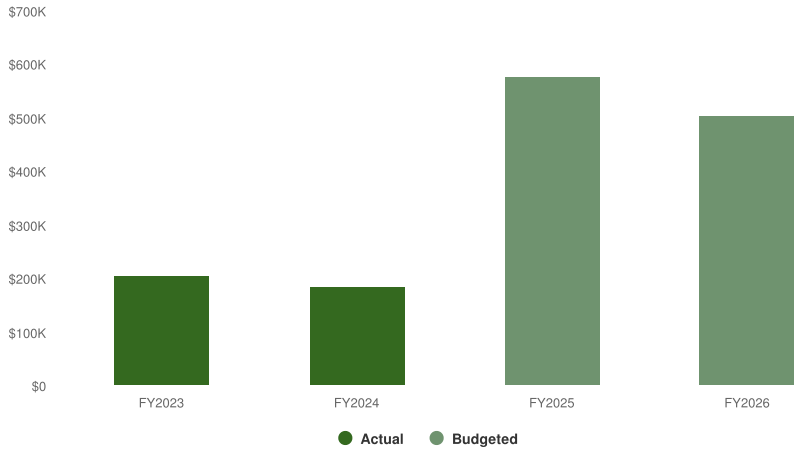
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Public Safety						
Code Compliance						
Special Magistrate Srvs	$3,625	$3,375	$20,250	$7,500	$7,725	-61.9%
Code Compliance Contract Srvs	$12,566	$0	$162,500	$20,000	$20,600	-87.3%
Other Chrges-Filing Fees	$296	$291	$1,500	$925	$950	-36.7%
Total Code Compliance:	**$16,486**	**$3,666**	**$184,250**	**$28,425**	**$29,275**	**-84.1%**
Total Public Safety:	**$16,486**	**$3,666**	**$184,250**	**$28,425**	**$29,275**	**-84.1%**
Total Expenditures:	**$16,486**	**$3,666**	**$184,250**	**$28,425**	**$29,275**	**-84.1%**

Physical Environment/Public Works

Expenditures Summary

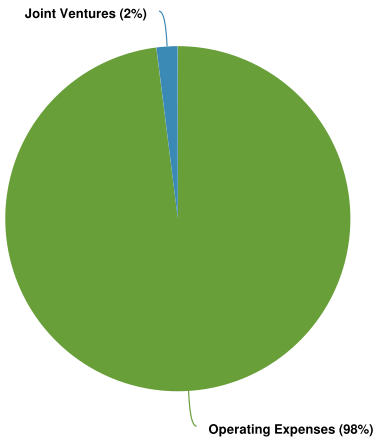
$505,000 -$72,500
(-12.55% vs. prior year)

Physical Environment Proposed and Historical Budget vs. Actual

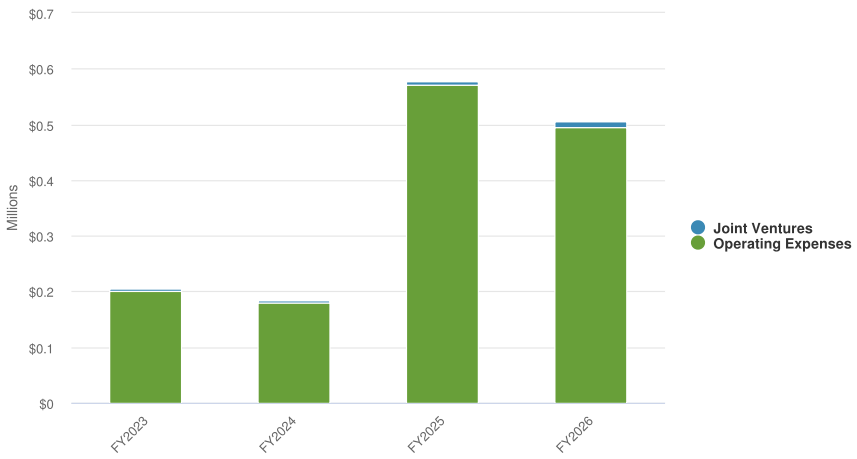


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Physical Environment Budgeted and Historical Expenditures by Expense Type



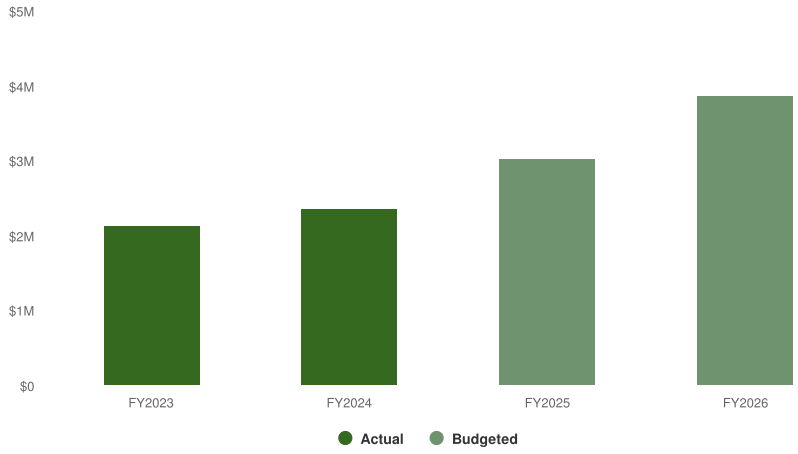
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Physical Environment						
Public Works						
Flood Plain-Com Rating System	$8,800	$5,000	$150,000	$69,700	$30,000	-80%
NPDES Compliance	$32,208	$1,542	$5,000	$12,000	$15,000	200%
Water Level & Quality Monitor	$84,172	$113,845	$170,000	$250,000	$200,000	17.6%
Community Monitoring	$0	$30,886	$20,000	$25,000	$100,000	400%
Misc Professional Services	$5,000	$9,000	$5,000	$0	$0	-100%
Miscellaneous Stormwate Maint	$68,958	$2,500	$150,000	$50,000	$100,000	-33.3%
Estero River Maintenance	$989	$16,171	$50,000	$18,600	$50,000	0%
Reclaimed Water Study	$0	$0	$20,000	$0	$0	-100%
Water Quality Joint Advocacy	$5,000	$5,000	$7,500	$5,000	$10,000	33.3%
Total Public Works:	**$205,127**	**$183,943**	**$577,500**	**$430,300**	**$505,000**	**-12.6%**
Total Physical Environment:	**$205,127**	**$183,943**	**$577,500**	**$430,300**	**$505,000**	**-12.6%**
Total Expenditures:	**$205,127**	**$183,943**	**$577,500**	**$430,300**	**$505,000**	**-12.6%**

Transportation/Public Works

Expenditures Summary

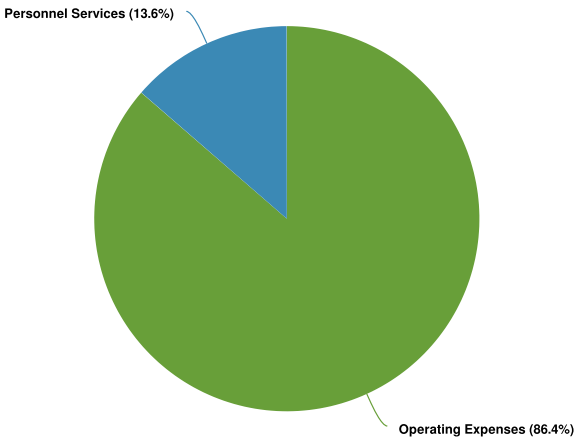
$3,869,310 $832,485
(27.41% vs. prior year)

Transportation Proposed and Historical Budget vs. Actual

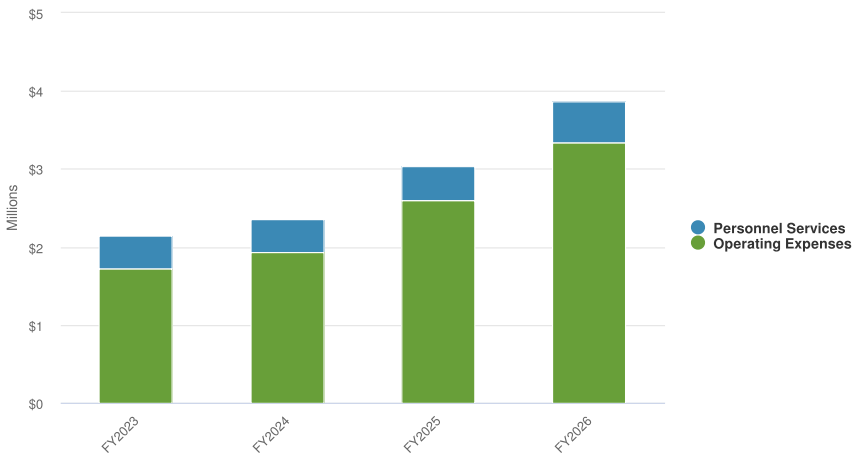


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Transportation Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Transportation						
Public Works Transportation						
Public Works Wages	$318,807	$314,165	$341,225	$324,500	$376,450	10.3%
FICA Taxes	$23,405	$22,918	$26,130	$24,600	$28,820	10.3%
Retirement Contribution	$16,858	$18,037	$19,000	$18,500	$31,760	67.2%
Group Insurance	$46,018	$69,618	$45,020	$78,000	$77,780	72.8%
Worker's Compensation	$6,208	$3,501	$10,050	$7,600	$11,400	13.4%
Unemployment Compensation	$772	$859	$1,000	$950	$1,100	10%
Traffic Counts	$16,080	$15,973	$20,000	$16,000	$20,000	0%
Misc Professional Services	$103,650	$28,340	$100,000	$77,500	$100,000	0%
Misc Construction Services	$3,937	$45,245	$60,000	$150,000	$100,000	66.7%
Bridge Maintenance	$0	$10,969	$10,000	$6,000	$15,000	50%
Irrigation Maintenance	$84,194	$81,020	$77,500	$70,000	$82,500	6.5%
Landscape Maintenance	$32,410	$1,140,915	$170,000	$1,350,000	$1,651,000	871.2%
Minor Paving Services	$41,760	$76,036	$12,000	$575,000	$550,000	4,483.3%
Mowing Maintenance	$85,575	$115,260	$32,500	$21,500	$40,000	23.1%
Ditch Maintenance	$213,677	$36,749	$157,000	$135,000	$175,000	11.5%
Street Light Maintenance	$20,885	$111,782	$85,500	$62,750	$92,500	8.2%
Street Sweeping Services	$28,610	$21,200	$30,000	$26,500	$35,000	16.7%
Traffic Sign Maintenance	$68,322	$13,167	$70,000	$29,500	$50,000	-28.6%
Traffic Signal Maintenance	$5,273	$5,949	$6,000	$35,000	$50,000	733.3%
Right-of-Way Permit Review	$7,363	$12,082	$25,000	$25,000	$20,000	-20%
Railroad Maintenance	$19,670	$14,752	$150,000	$90,000	$125,000	-16.7%
Misc Landscape Projects	$23,940	$11,577	$27,500	$0	$0	-100%
Road Maintenance	$718	$0	$250,000	$0	$0	-100%
US41 Traffic Signal Maint	$0	$0	$60,000	$0	$0	-100%
US41 Landscape Maint	$342,640	$0	$496,000	$0	$0	-100%
Estero Parkway Landscape Maint	$492,150	$0	$486,500	$0	$0	-100%
Roadway Striping	$42,000	$84,865	$150,000	$150,000	$100,000	-33.3%
Travel	$5,400	$5,228	$6,500	$6,000	$7,500	15.4%
Communications	$527	$521	$650	$600	$1,000	53.8%
Utilities	$68,806	$77,485	$85,000	$84,500	$97,500	14.7%
Equipment & leases	$2,905	$2,996	$2,500	$5,000	$5,000	100%
Street Light Insurance	$12,857	$9,643	$14,750	$12,600	$15,000	1.7%
Operating Supplies	$2,838	$4,540	$5,000	$4,000	$6,000	20%
Books, Publications & Members	$1,839	$302	$1,500	$1,000	$2,000	33.3%
Training	$369	$1,003	$3,000	$2,500	$2,000	-33.3%
Total Public Works Transportation:	**$2,140,461**	**$2,356,696**	**$3,036,825**	**$3,390,100**	**$3,869,310**	**27.4%**
Total Transportation:	**$2,140,461**	**$2,356,696**	**$3,036,825**	**$3,390,100**	**$3,869,310**	**27.4%**

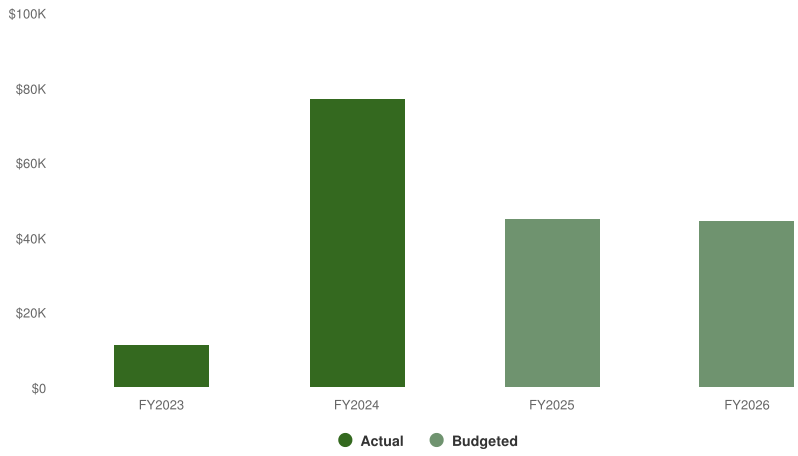
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Total Expenditures:	**$2,140,461**	**$2,356,696**	**$3,036,825**	**$3,390,100**	**$3,869,310**	**27.4%**

Animal Control

Expenditures Summary

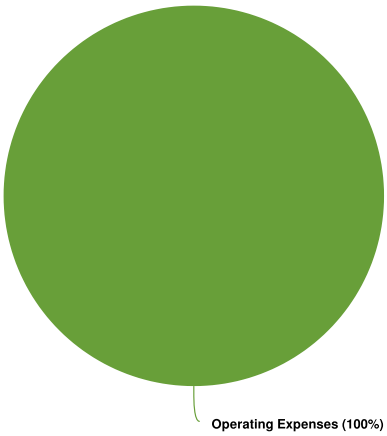
$44,625 -$375
(-0.83% vs. prior year)

Animal Control Proposed and Historical Budget vs. Actual

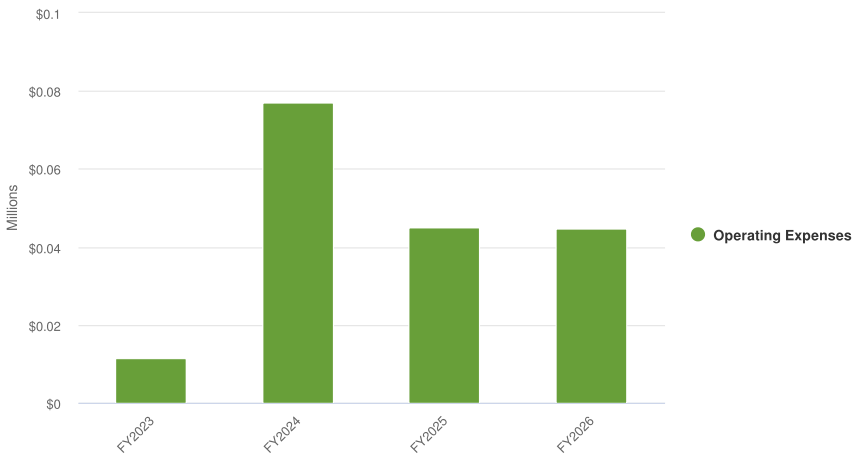


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Animal Control Budgeted and Historical Expenditures by Expense Type



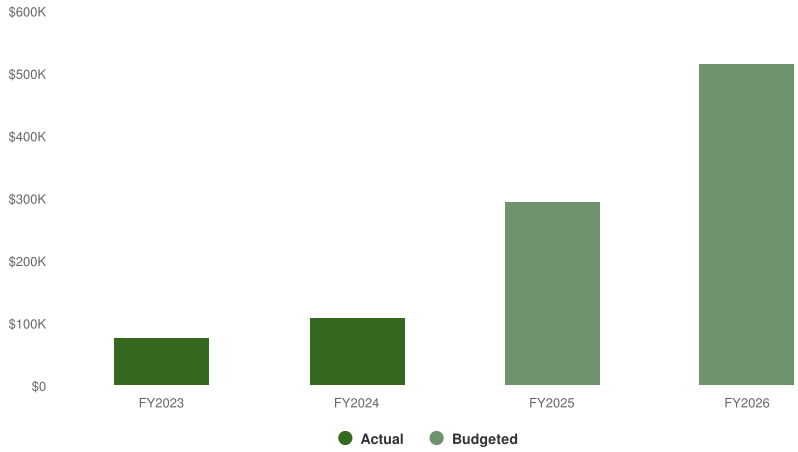
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Human Services						
Animal Control						
Lee Cty Animal Control Srvs	$11,348	$77,074	$45,000	$42,500	$44,625	-0.8%
Total Animal Control:	**$11,348**	**$77,074**	**$45,000**	**$42,500**	**$44,625**	**-0.8%**
Total Human Services:	**$11,348**	**$77,074**	**$45,000**	**$42,500**	**$44,625**	**-0.8%**
Total Expenditures:	**$11,348**	**$77,074**	**$45,000**	**$42,500**	**$44,625**	**-0.8%**

Parks & Recreation

Expenditures Summary

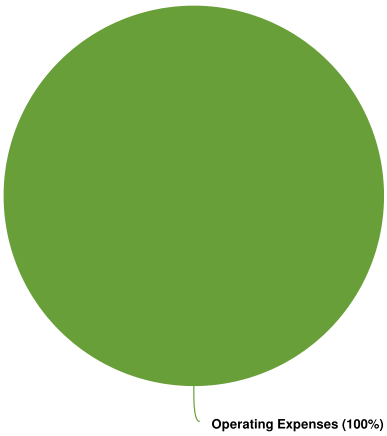
$514,800 $220,240
(74.77% vs. prior year)

Parks & Recreation Proposed and Historical Budget vs. Actual

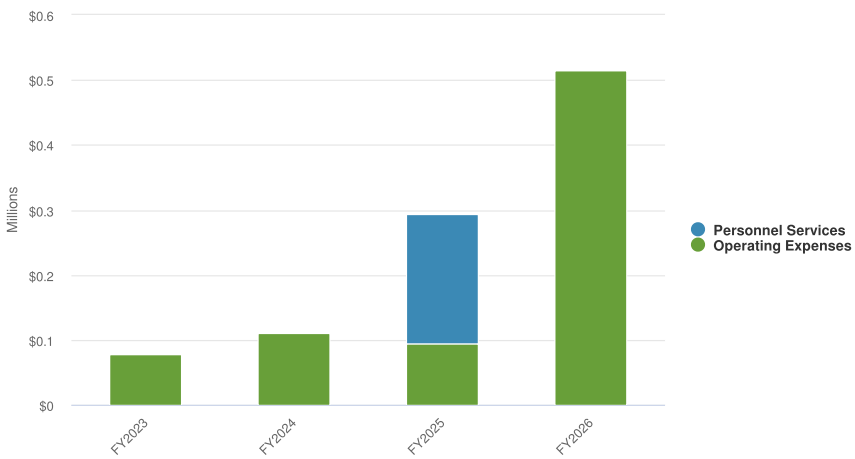


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Parks & Recreation Budgeted and Historical Expenditures by Expense Type



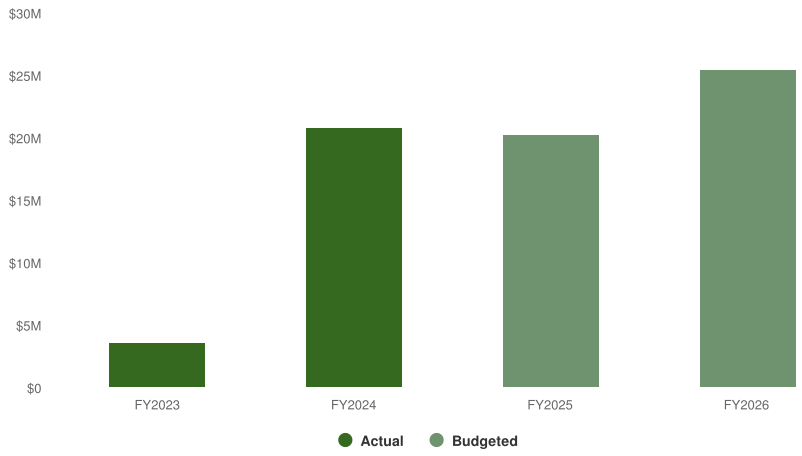
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Culture & Recreation						
Parks & Recreation						
Regular Salaries & Wages	$0	$0	$140,000	$0	$0	-100%
FICA Taxes	$0	$0	$10,710	$0	$0	-100%
Retirement Contributions	$0	$0	$14,700	$0	$0	-100%
Group Insurance	$0	$0	$31,950	$0	$0	-100%
Worker's Compensation	$0	$0	$2,150	$0	$0	-100%
Unemployment Compensation	$0	$0	$500	$0	$0	-100%
Parks Master Plan	$0	$34,400	$0	$300,000	$330,000	N/A
YMCA Operating Agreement	$62,453	$60,646	$69,300	$125,000	$137,500	98.4%
Utilities	$6,306	$8,750	$7,750	$15,500	$17,050	120%
Equipment Rent & Leases	$4,875	$4,509	$2,500	$5,000	$5,500	120%
Repairs & Maint	$4,333	$1,633	$15,000	$22,500	$24,750	65%
Total Parks & Recreation:	**$77,967**	**$109,938**	**$294,560**	**$468,000**	**$514,800**	**74.8%**
Total Culture & Recreation:	**$77,967**	**$109,938**	**$294,560**	**$468,000**	**$514,800**	**74.8%**
Total Expenditures:	**$77,967**	**$109,938**	**$294,560**	**$468,000**	**$514,800**	**74.8%**

Transfers to Other Funds

Expenditures Summary

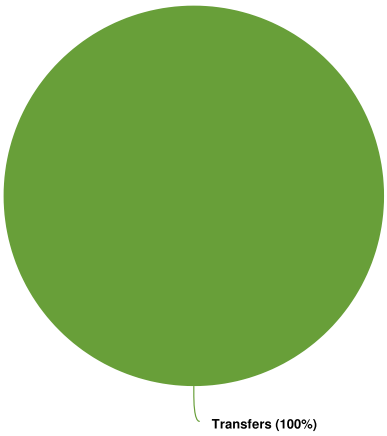
$25,515,105 $5,210,490
(25.66% vs. prior year)

Transfers Proposed and Historical Budget vs. Actual

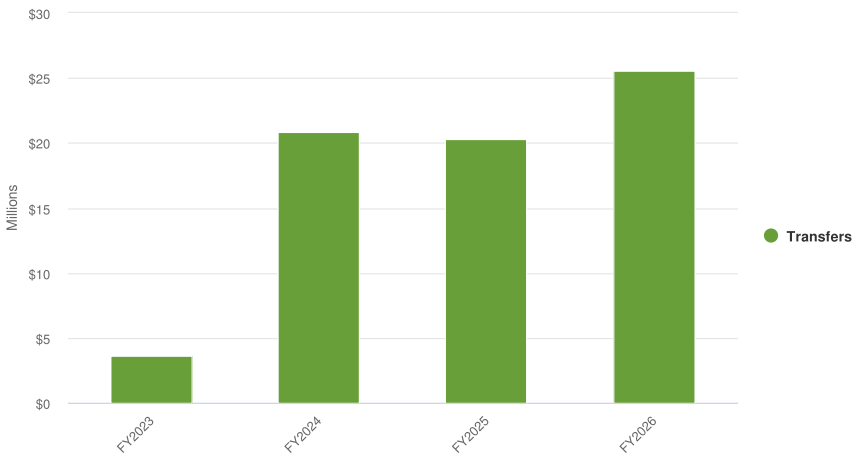


Expenditures by Expense Type

Budgeted Expenditures by Expense Type



Transfers Budgeted and Historical Expenditures by Expense Type



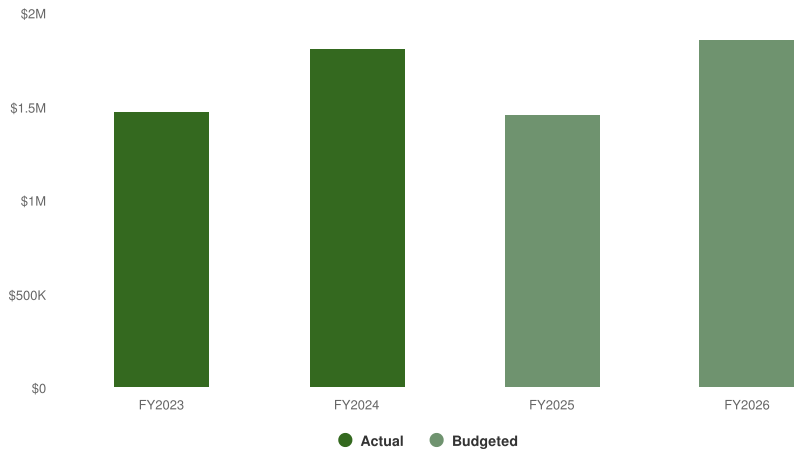
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expenditures						
Transfers						
Transfers						
Gen Fd Trans to Debt Service	$0	$0	$0	$0	$920,000	N/A
Gen Fd Trans to Cap Projects	$3,620,030	$20,833,888	$20,304,615	$17,311,765	$24,595,105	21.1%
Total Transfers:	**$3,620,030**	**$20,833,888**	**$20,304,615**	**$17,311,765**	**$25,515,105**	**25.7%**
Total Transfers:	**$3,620,030**	**$20,833,888**	**$20,304,615**	**$17,311,765**	**$25,515,105**	**25.7%**
Total Expenditures:	**$3,620,030**	**$20,833,888**	**$20,304,615**	**$17,311,765**	**$25,515,105**	**25.7%**

Building Fee Fund

Revenues Summary

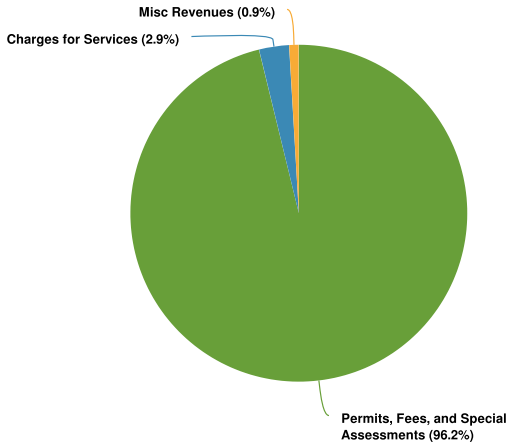
$1,855,755 $395,505
(27.08% vs. prior year)

Building Fee Fund Revenues Budget vs. Actual

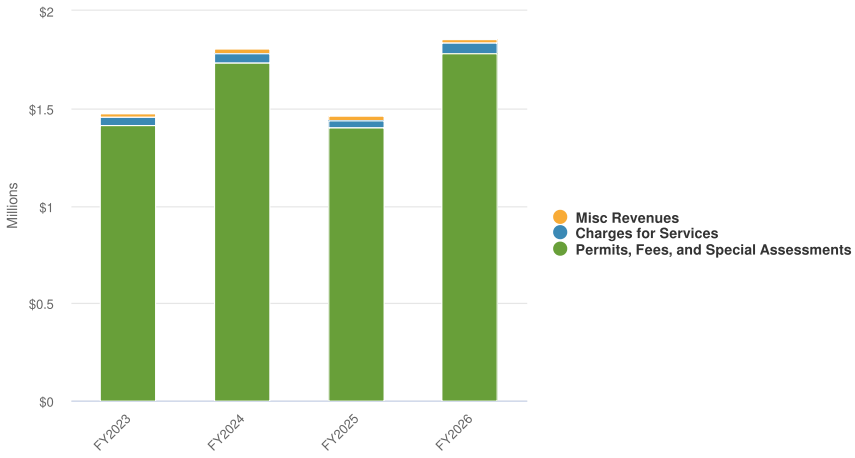


Revenues by Source

Building Fee Fund Budgeted Revenues by Source



Building Fee Fund Budgeted and Historical 2023 Revenues by Source

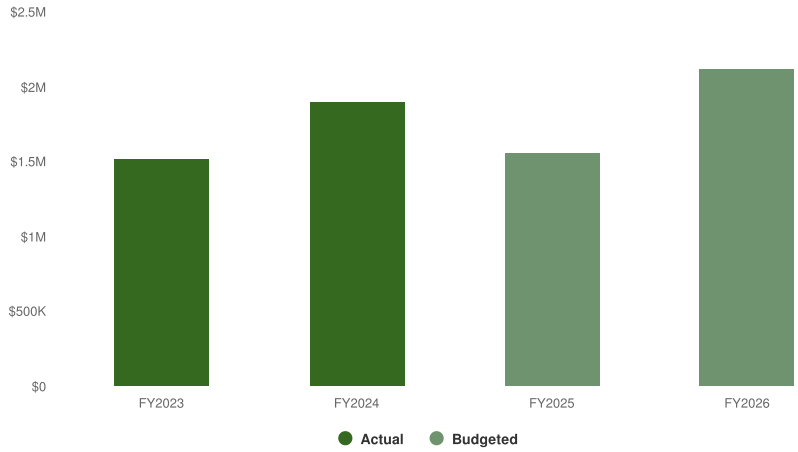


Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Revenue Source						
Permits, Fees, and Special Assessments						
Building Fees	$1,415,655	$1,736,628	$1,400,000	$1,549,687	$1,782,140	27.3%
Surcharge Fee Retained	$1,249	$0	$1,750	$3,000	$3,150	80%
Total Permits, Fees, and Special Assessments:	**$1,416,904**	**$1,736,628**	**$1,401,750**	**$1,552,687**	**$1,785,290**	**27.4%**
Charges for Services						
Convenience Fee	$40,651	$43,134	$35,000	$54,239	$53,465	52.8%
Total Charges for Services:	**$40,651**	**$43,134**	**$35,000**	**$54,239**	**$53,465**	**52.8%**
Misc Revenues						
Interest income	$16,175	$28,641	$23,500	$24,000	$17,000	-27.7%
Total Misc Revenues:	**$16,175**	**$28,641**	**$23,500**	**$24,000**	**$17,000**	**-27.7%**
Total Revenue Source:	**$1,473,729**	**$1,808,403**	**$1,460,250**	**$1,630,926**	**$1,855,755**	**27.1%**

Expenditures Summary

$2,117,865 $563,265
(36.23% vs. prior year)

Building Fee Fund Expenditures Budget vs. Actual



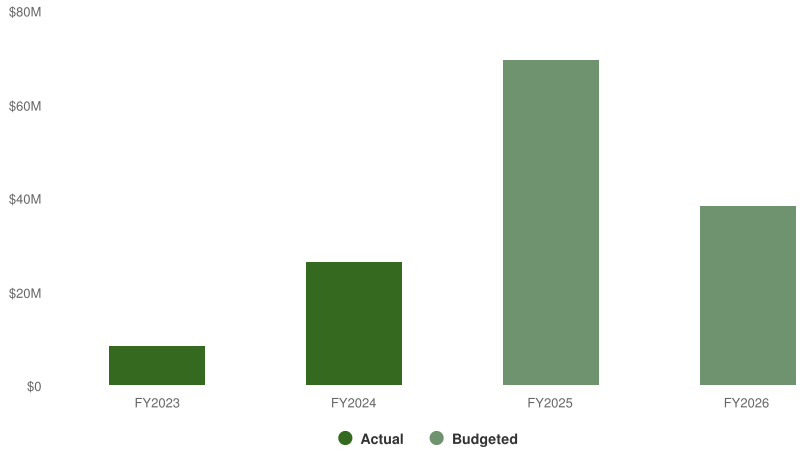
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Operating Expenses						
Building Service Contract	$1,343,606	$1,713,653	$1,300,000	$2,500,000	$1,900,000	46.2%
Building IT Contract Services	$5,960	$5,591	$5,750	$6,000	$6,450	12.2%
Software Consultant	$67,620	$34,965	$100,000	$50,000	$50,000	-50%
Inkforce Software	$15,300	$14,025	$15,000	$15,000	$0	-100%
Communications	$1,775	$1,823	$2,000	$2,000	$2,000	0%
Freight & Postage	$423	$837	$750	$500	$1,000	33.3%
Utilities	$7,499	$8,438	$8,500	$9,450	$12,500	47.1%
Equipment Lease	$8,255	$8,718	$8,600	$16,500	$12,500	45.3%
Office Lease-Corkscrew Palms	$23,484	$53,927	$62,500	$65,000	$66,950	7.1%
Repairs & Maintenance	$2,360	$2,429	$3,000	$3,000	$4,000	33.3%
Credit Card Fees	$36,649	$47,764	$40,000	$54,239	$53,465	33.7%
Office Supplies	$3,742	$3,368	$3,500	$3,500	$4,000	14.3%
Operating Supplies	$618	$1,545	$5,000	$5,000	$5,000	0%
Total Operating Expenses:	**$1,517,291**	**$1,897,082**	**$1,554,600**	**$2,730,189**	**$2,117,865**	**36.2%**
Debt Service						
Interst Expense	$1,353	$0	$0	$0	$0	0%
Total Debt Service:	**$1,353**	**$0**	**$0**	**$0**	**$0**	**0%**
Total Expense Objects:	**$1,518,644**	**$1,897,082**	**$1,554,600**	**$2,730,189**	**$2,117,865**	**36.2%**

Capital Projects Fund

Revenues Summary

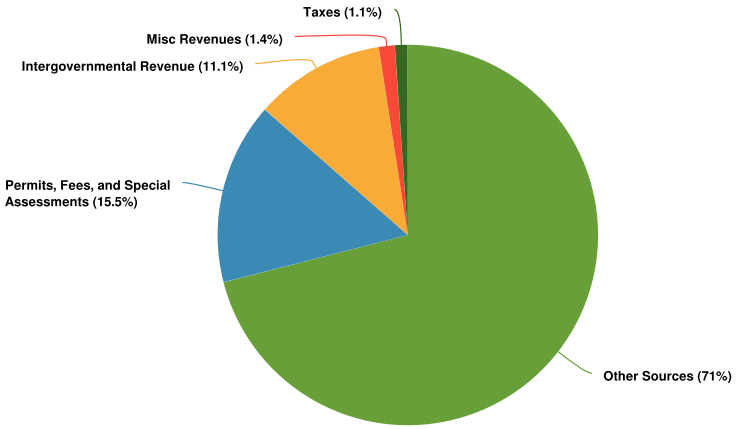
$38,371,133 -$31,339,502
(-44.96% vs. prior year)

Capital Projects Fund Revenue Budget vs. Actual

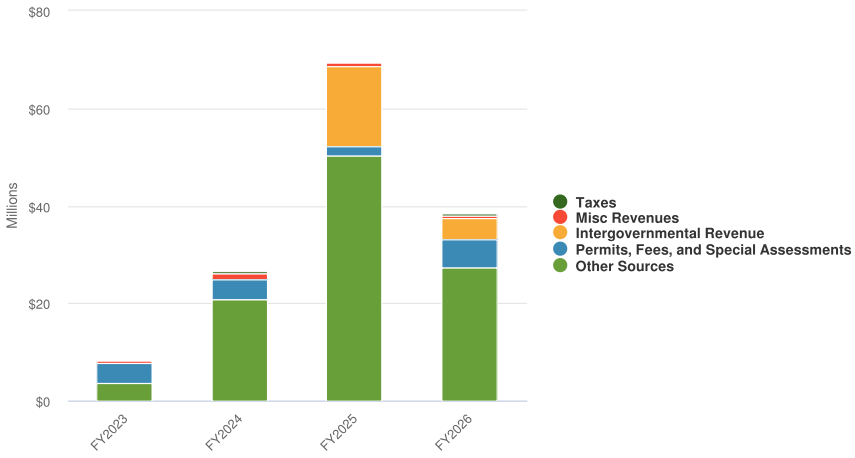


Revenues by Source

Capital Projects Fund Budgeted Revenues by Source



Capital Projects Fund Budgeted and Historical 2023 Revenues by Source

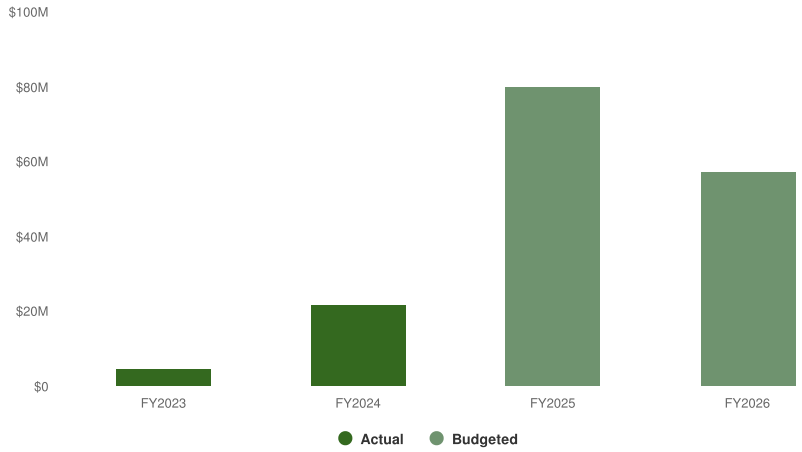


Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Revenue Source						
Taxes						
Local Option Gas Tax 1-5 Cent	$465,738	$446,575	$415,000	$425,000	$415,000	0%
Total Taxes:	**$465,738**	**$446,575**	**$415,000**	**$425,000**	**$415,000**	**0%**
Permits, Fees, and Special Assessments						
Road Imp Fee-Residential	$3,015,550	$2,874,348	$1,250,000	$2,500,000	$4,589,310	267.1%
Road Imp Fees-Commercial	$575,866	$677,543	$400,500	$550,000	$1,111,335	177.5%
Park Imp Fees-Residential	$382,215	$328,490	$115,000	$300,000	$234,883	104.2%
Park Imp Fee-Commercial	$120,774	$151,060	$67,500	$225,000	$0	-100%
Total Permits, Fees, and Special Assessments:	**$4,094,405**	**$4,031,441**	**$1,833,000**	**$3,575,000**	**$5,935,528**	**223.8%**
Intergovernmental Revenue						
Grant Funding	$0	$0	$16,600,600	$0	$4,250,000	-74.4%
Total Intergovernmental Revenue:	**$0**	**$0**	**$16,600,600**	**$0**	**$4,250,000**	**-74.4%**
Misc Revenues						
Interest Income-Gas Tax	$55,697	$113,460	$68,350	$102,000	$82,500	20.7%
Developer Contributions-Inters	$19,913	$376,525	$75,000	$0	$0	-100%
Interest Income-Rd Impact	$286,375	$619,832	$368,400	$555,000	$400,000	8.6%
Interest Income-Com Prk Impact	$2,722	$5,421	$3,225	$4,878	$0	-100%
Interest Inc-Com Prk Contri	$2,585	$5,079	$1,575	$4,569	$3,000	90.5%
Interest Inc-Public Land	$3,664	$7,195	$4,275	$6,474	$0	-100%
Interest Income-Park Imp	$26,575	$61,573	$36,595	$55,407	$40,000	9.3%
Total Misc Revenues:	**$397,530**	**$1,189,086**	**$557,420**	**$728,328**	**$525,500**	**-5.7%**
Other Sources						
Cap Projects Trans from Gen Fd	$3,620,030	$20,833,888	$20,304,615	$17,311,765	$27,245,105	34.2%
Cap Project Trans fromDebtServ	$0	$0	$30,000,000	$0	$0	-100%
Total Other Sources:	**$3,620,030**	**$20,833,888**	**$50,304,615**	**$17,311,765**	**$27,245,105**	**-45.8%**
Total Revenue Source:	**$8,577,703**	**$26,500,990**	**$69,710,635**	**$22,040,093**	**$38,371,133**	**-45%**

Expenditures Summary

$57,245,106 -$22,623,808
(-28.33% vs. prior year)

Capital Projects Fund Expenditures Budget vs. Actual



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Capital Outlay						
River Ranch Rd Improvements	$250,738	$139,756	$0	$0	$0	0%
Corkscrew Rd Widening	$502,274	$367,675	$10,500,000	$11,000,000	$10,500,000	0%
Williams Rd Widening	$5,250	$156,359	$1,459,700	$0	$90,000	-93.8%
Roadway/Sidewalk Eng Assessmen	$5,321	$142,316	$125,000	$150,000	$0	-100%
Broadway W Imrpovements	$0	$0	$1,300,000	$0	$1,300,000	0%
Miscellaneous Professional Services	$0	$16,065	$62,500	$50,000	$0	-100%
Williams Rd Intersection Impro	$70,811	$165,289	$2,500,000	$0	$2,500,000	0%
Coconut Rd Crosswalks	$0	$4,654	$0	$0	$0	0%
Williams Rd Bike/Sidewalks	$151,705	$48,661	$0	$0	$0	0%
Sandy Ln Bike-Ped Improv	$287,180	$292,450	$6,500,000	$0	$1,500,000	-76.9%
US 41 FDOT Landscape	$8,868	$3,678	$0	$0	$0	0%
US 41 Landscaping Enhancement	$32,630	$0	$0	$0	$0	0%
Corkscrew Rd Landscape	$0	$103,487	$200,000	$0	$160,000	-20%
US 41 Monument Signs	$44,950	$149,861	$100,000	$0	$0	-100%
Three Oaks Prkwy MonumentSigns	$66,232	$74,449	$0	$0	$0	0%
Ben Hill Griff Pkwy Landsc Imp	$93,256	$5,104	$2,800,000	$0	$0	-100%
Estero Parkway Reuse Main Ext	$35,470	$21,695	$1,500,000	$0	$0	-100%
Estero on River Master Plan	$191,299	$68,032	$0	$0	$225,000	N/A
Estero Com Prk Expansion	$9,600	$1,801,057	$7,220,000	$3,205,545	$7,200,000	-0.3%
Estero on the River Improvemen	$129,817	$118,891	$4,500,000	$6,301,865	$5,560,000	23.6%
Williams Road Property Improv	$488,202	$1,760,440	$15,000,000	$7,042,242	$11,360,000	-24.3%
River Oaks Property Improv	$112,280	$71,854	$2,950,000	$0	$2,950,000	0%
Estero River N Brnch Drainage	$86,956	$21,384	$500,106	$200,000	$500,106	0%
Broadway W UEP Design & Permit	$510,604	$660,148	$147,500	$100,000	$100,000	-32.2%
Broadway E Design & Permitting	$692,846	$330,441	$697,500	$100,000	$200,000	-71.3%
Package WWTP UEP Design & Permitting	$0	$0	$110,000	$0	$0	-100%
Estero Rvr Sediment Removal	$20,189	$0	$0	$0	$0	0%
UTL Expan-Estero Bay Village	$293,006	$0	$0	$0	$0	0%
UTL Expan-Sunny Grove	$230,100	$9,000	$2,900,000	$25,000	$2,836,000	-2.2%
UTL Expan-Cypress Bend	$282,167	$0	$1,700,000	$0	$1,584,000	-6.8%
UTL Expan-Cypress Park	$23,748	$17,115	$552,485	$25,000	$50,000	-90.9%
UTL Expan-See See St	$9,873	$54,683	$48,100	$25,000	$80,000	66.3%
UTL Expan-Estero Heights	$0	$1,979	$10,773,521	$25,000	$5,700,000	-47.1%
UTL Expan-Charring Cross	$0	$0	$5,497,502	$0	$2,850,000	-48.2%
Capital Outlay	$0	$15,000,000	$0	$700,000	$0	0%

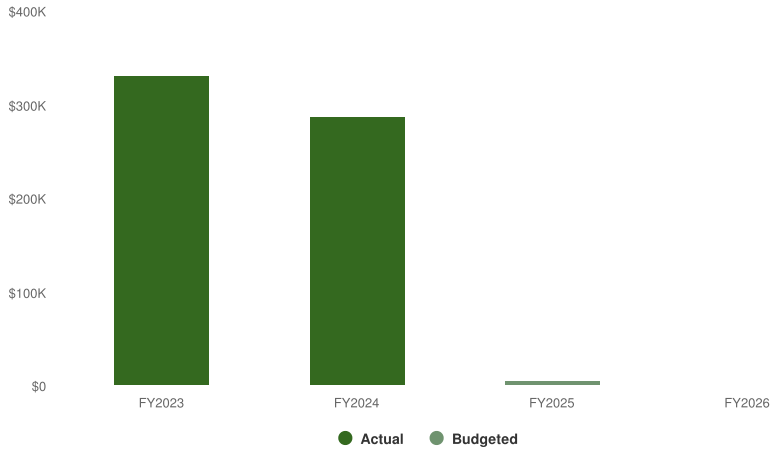
Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Total Capital Outlay:	$4,635,370	$21,606,519	$79,643,914	$28,949,652	$57,245,106	-28.1%
Total Expense Objects:	$4,635,370	$21,606,519	$79,643,914	$28,949,652	$57,245,106	-28.1%

Driving Range Fund

Revenues Summary

$0 **-$5,015**
(-100.00% vs. prior year)

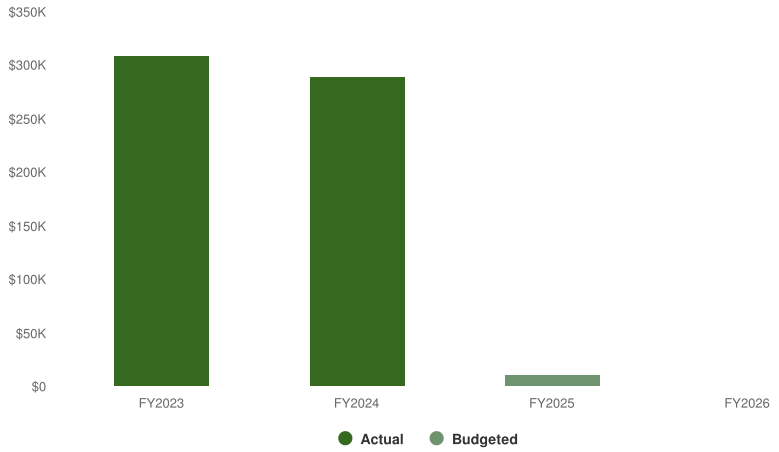
Driving Range Fund Revenue Budget vs. Actual



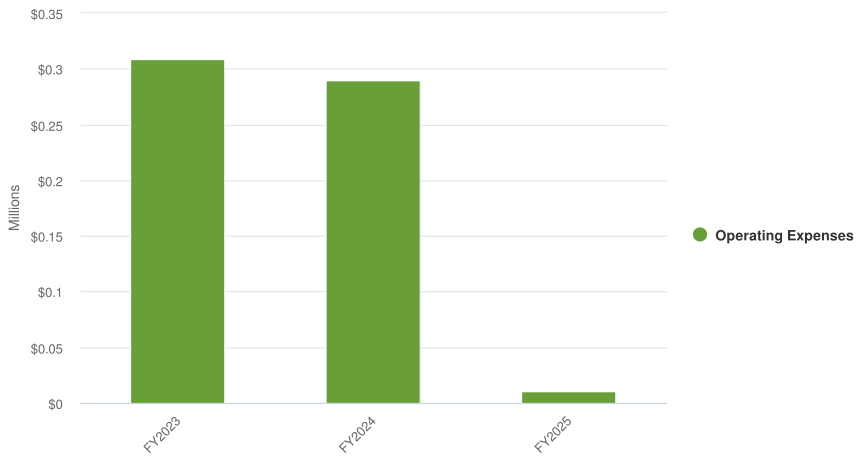
Expenditures Summary

$0 **-$10,800**
(-100.00% vs. prior year)

Driving Range Fund Expenditures Budget vs. Actual



Budgeted and Historical Expenditures by Expense Type



Name	FY2023 Actual	FY2024 Actual	FY2025 Adopted	FY2025 Projected	FY2026 Proposed	FY2025 Adopted vs. FY2026 Proposed (% Change)
Expense Objects						
Operating Expenses						
Misc Contracted Services	$292,619	$285,409	$2,500	$1,600	$0	-100%
Communications	$1,702	$1,556	$1,800	$0	$0	-100%
Utilities	$2,849	$2,604	$3,000	$1,000	$0	-100%
Repairs & Maintenance	$1,908	$225	$2,000	$0	$0	-100%
Credit Card Fees	$9,122	$0	$0	$0	$0	0%
Operating Supplies	$44	$0	$1,500	$0	$0	-100%
Total Operating Expenses:	**$308,244**	**$289,793**	**$10,800**	**$2,600**	**$0**	**-100%**
Total Expense Objects:	**$308,244**	**$289,793**	**$10,800**	**$2,600**	**$0**	**-100%**

CAPITAL IMPROVEMENTS

Roadway Improvements

5- Year Capital Improvement Plan - May 21, 2025										
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Roadway Improvements									
1	Corkscrew Rd Paths, Landscaping & Street Lighting	$ 21,700,000	RIF	$ 10,500,000	$ -	$ -	$ -	$ -	$ 10,500,000
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
1			LDOT-Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2	River Ranch Road Improvements	$ 9,100,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	(Drainage, Road, Bike/Ped)		GF	$ -	$ -	$ -	$ -	$ -	$ -
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway W. Improvements	$ 15,000,000	GT	$ -	$ -	$ -	$ -	$ -	$ -
3	(Road, Bike/Ped, Drainage)		RIF	$ 1,300,000	$ 1,500,000	$ 3,600,000	$ 4,500,000	$ -	$ 10,900,000
3			Grant - Reimburse	$ (1,300,000)	$ (1,500,000)	$ (6,100,000)	$ (6,100,000)		$ (15,000,000)
3			GF	$ -	$ -	$ 2,500,000	$ 1,600,000	$ -	$ 4,100,000
5	Williams Road Widening (US41 - Via Coconut)	$ 6,800,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ 90,000	$ -	$ -	$ -	$ -	$ 90,000
6	Via Coconut Point Extension (South)	$ 3,620,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
7	Roadway Assessment	$ 500,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Village Traffic Study Update	$ 250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ 650,000	$ -	$ -	$ -	$ 650,000
	Village of Estero Sub-total (all funding sources)			$ 11,890,000	$ 2,150,000	$ 6,100,000	$ 6,100,000	$ -	$ 26,240,000

Intersection Improvements

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	$ 1,280,000	Developer	$ 1,100,000	$ -	$ -	$ -	$ -	$ 1,100,000
2	Williams Road-Atlantic Gulf Drive Intersection	$ 3,270,000	RIF	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	$ 556,400	LDOT	$ -	$ -	$ -	$ -	$ -	$ -
4	US41-Coconut Road Intersection Improvements	$ 1,650,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
5	US41-Williams Rd Intersection Improvements	$ 325,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Coconut Road - Coconut Shores Roundabout	$ 1,725,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ -	$ -	$ -	$ -
6			GT	$ -	$ -	$ -	$ -	$ -	$ -
6			GF	$ -	$ -	$ -	$ -	$ -	$ -
7	US41-Pelican Sound Intersection Improvements	$ 2,325,000	Developer	$ -	$ -	$ -	$ -	$ -	$ -
8	US41-Corkscrew Rd Intersection Improvements	$ 1,510,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9	Coconut Road - Meadowbrook Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ -	$ -	$ -	$ -	$ -
9			GF	$ -	$ -	$ -	$ -	$ -	$ -
10	North Point Railroad Crossing	$ 450,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Road - El Dorado Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
11			GT	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000

Bike-Pedestrian Improvements

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Bike-Pedestrian Improvements								
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000
2			Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway Ave. East Bike-Ped Improvements	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
4	Corkscrew Road Shared Use Path (Three Oaks-Sandy)	$ 10,300,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4			RIF	$ -	$ -	$ -	$ -	$ -	$ -
5	Coconut Rd Sidewalk (Oakwilde to Via Coconut)	$ 1,085,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5			RIF	$ -	$ 401,367	$ -	$ -	$ -	$ 401,367
5			FDOT	$ 330,000	$ 353,633	$ -	$ -	$ -	$ 683,633
6	Coconut Sidewalk (Via Coconut to U S41)	$ 815,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ 244,400	$ -	$ -	$ 244,400
6			FDOT	$ -	$ 190,000	$ 380,600	$ -	$ -	$ 570,600
7	Corkscrew West Bike/Ped (Koreshan to U S 41)	$ 954,900	GF	$ -	$ -	$ 330,300	$ -	$ -	$ 330,300
7			RIF	$ -	$ -	$ -	$ -	$ -	$ -
7			FDOT	$ -	$ 190,000	$ 434,600	$ -	$ -	$ 624,600
8	Corkscrew Palms Blvd. Sidewalks	$ 300,000	County	$ -	$ -	$ -	$ -	$ -	$ -

Bike-Pedestrian Improvements Continued

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Bike-Pedestrian Improvements								
9	Via Coconut Point Roundabouts Improvements	$ 1,675,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ 396,859	$ -	$ -	$ -	$ 396,859
9			FDOT	$ 524,000	$ 754,141	$ -	$ -		$ 1,278,141
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	$ 19,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10			RIF	$ -	$ -	$ -	$ -	$ -	$ -
10			Lee County	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Rd Shared Use Path	$ 4,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
12	Williams Rd West Bike-Ped Improvements (West of US41)	$ 3,650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
12			RIF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	$ 4,420,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
13			RIF	$ -	$ -	$ -	$ -	$ -	$ -
14	SUN Trail Estero Parkway South	$ 5,063,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
14			RIF	$ -	$ -	$ -	$ -	$ -	$ -
15	SUN Trail Estero Parkway North	$ 5,323,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
15			RIF	$ -	$ -	$ -	$ -	$ -	$ -
16	FPL Shared Use Path (East I-75)	$ 4,940,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Utility Shared Use Path (West US 41)	$ 10,621,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17			RIF	$ -	$ -	$ -	$ -	$ -	$ -
18	Village Bike/Ped Master Plan Update	$ 230,000	GF	$ -	$ 230,000	$ -	$ -	$ -	$ 230,000
	Village of Estero Sub-total (all funding sources)			$ 1,500,000	$ 1,028,226	$ 574,700	$ -	$ -	$ 3,102,926

Landscaping Improvements

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Landscaping Improvements									
1	I-75 Monument Signs	$ 816,000	GF	$ -	$ 816,000	$ -	$ -	$ -	$ 816,000
2	Ben Hill Griffin Monument Sign	$ 100,000	GF	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000
3	Corkscrew Road Monument Sign	$ 160,000	GF	$ 160,000	$ -	$ -	$ -	$ -	$ 160,000
4	Via Coconut Point Landscape Improvements (Williams - Coconut)	$ 5,900,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Ben Hill Griffin Pkwy Landscape Improvements	$ 3,150,000	GF	$ -	$ -	$ 2,800,000	$ -	$ -	$ 2,800,000
6	Corkscrew Rd Landscaping (Corkscrew Woodlands to Ben Hill Griffin	$ 2,800,000	GF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
7	US41 Shoulder Landscape Improvements	$ 5,350,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	$ 4,090,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Corkscrew Road Landscape Improvements West (US-41 to I-75)	$ 4,360,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10	Estero Parkway Reuse Main - Phase 1	$ 1,605,000	GF	$ -	$ 1,500,000		$ -	$ -	$ 1,500,000
10			Grant - Reimbursed		$ (802,500)				$ (802,500)
	Village of Estero Sub-total (all funding sources)			$ 160,000	$ 4,816,000	$ 2,900,000	$ -	$ -	$ 7,876,000

Parks & Recreation

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Parks & Recreation									
1	County Maintenance Facility	$ 1,500,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
1	Estero SportsPark Phase 1	$ 13,800,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ 2,000,000	$ 500,000	$ -	$ -	$ -	$ 2,500,000
1	$ 13,800,000		RIF	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
1			GF	$ -	$ 5,600,000	$ 1,700,000	$ -	$ -	$ 7,300,000
1	Estero SportsPark Phase 2	$ 30,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ -	$ -	$ 650,000	$ 280,000	$ 360,000	$ 1,290,000
1	$ 14,590,000		RIF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
1			GF	$ -	$ -	$ -	$ 7,100,000	$ 3,700,000	$ 10,800,000
1	Estero SportsPark Phase 3	$ 13,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Entertainment Site Work	$ 11,360,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 11,360,000	$ -	$ -	$ -	$ -	$ 11,360,000

Parks & Recreation Continued

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Parks & Recreation									
2	Estero SportsPark High 5	$ 6,125,000	Partner		$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Driving Range	$ 2,275,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ 2,275,000	$ -	$ -	$ -	$ 2,275,000
2	Village Sports Park Future Partners	$ 4,725,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ 1,575,000	$ 1,575,000	$ 1,575,000	$ 4,725,000
3	Estero RiverPark Phase 1 & 2 Improvements	$ 12,000,000	GF	$ 4,900,000	$ -	$ -	$ -	$ -	$ 4,900,000
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
3			PIF	$ 660,000	$ -	$ -	$ -	$ -	$ 660,000
4	River Oaks Preserve	$ 2,950,000	GF	$ 2,950,000	$ -	$ -	$ -	$ -	$ 2,950,000
4			PIF	$ -	$ -	$ -	$ -	$ -	$ -
4			Grant - Reimburse	$ (2,500,000)	$ -	$ -	$ -	$ -	$ (2,500,000)
5	Eco-Historic Planning Study	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
5			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -		$ (225,000)
6	Village Parks & Rec. Master Plan Update	$ 200,000	GF	$ -	$ -	$ 200,000	$ -	$ -	$ 200,000
	Village of Estero Sub-total (all funding sources)			$ 27,295,000	$ 10,875,000	$ 4,125,000	$ 8,955,000	$ 5,635,000	$ 56,885,000

Stormwater Improvements

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Stormwater Improvements									
1	Estero River North Branch Drainage Improvements	$ 6,739,000	GF	$ 500,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,739,000
1			Grant - Reimburse	$ -	$ (3,119,447)	$ (3,119,447)	$ -	$ -	$ (6,238,894)
2	Estero River Sediment Removal (West of US 41)	$ 2,750,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero River Sediment Removal (Railroad to Sandy Ln)	$ 1,415,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Vulnerability Assessment	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
4			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -	$ -	$ (225,000)
	Village of Estero Sub-total (all funding sources)			$ 725,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,964,000

Utility Improvements

5- Year Capital Improvement Plan - May 21, 2025										
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Utility Improvements									
1	Package WWTP UEP Design & Permitting	$ 420,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
1			PA	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Broadway W UEP Design & Permitting	$ 1,475,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2			PA	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
3	Broadway E UEP Design & Permitting	$ 1,550,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3			PA	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
4	See See Street UEP Design & Permitting	$ 240,500	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
4			PA	$ -	$ -	$ -	$ -	$ -	$ -
4			GF	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
5	Cypress Park UEP Design & Permitting	$ 311,650	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
5			PA	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Estero Bay Village UEP	$ 2,021,000	Grant - Reimburse	$ -	$ (208,400)		$ -	$ -	$ (208,400)
6	Debt		PA	$ -	$ -	$ (1,307,350)	$ -	$ -	$ (1,307,350)
6	$ (1,307,350)		GF	$ -	$ 2,021,000	$ -	$ -	$ -	$ 2,021,000
7	Sunny Groves UEP	$ 2,836,000	Grant - Reimburse	$ (187,500)	$ -	$ -	$ -	$ -	$ (187,500)
7	Debt		PA	$ -	$ (1,939,500)	$ -	$ -	$ -	$ (1,939,500)
7	$ (1,939,500)		GF	$ 2,836,000	$ -	$ -	$ -	$ -	$ 2,836,000
8	Cypress Bend UEP	$ 1,584,000	Grant - Reimburse	$ (134,100)	$ -	$ -	$ -	$ -	$ (134,100)
8	Debt		PA	$ -	$ (1,053,900)	$ -	$ -	$ -	$ (1,053,900)
8	$ (1,053,900)		GF	$ 1,584,000	$ -	$ -	$ -	$ -	$ 1,584,000

Utility Improvements Continued

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
Utility Improvements									
9	Estero River Heights UEP	$ 11,400,000	Grant - Reimburse	$ (2,450,000)	$ (2,450,000)	$ -	$ -	$ -	$ (4,900,000)
9			PA	$ -	$ (3,650,000)	$ -	$ -	$ -	$ (3,650,000)
			GT	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000
	Debt		MRM	$ 2,650,000	$ -	$ -	$ -	$ -	$ 2,650,000
9	$ (3,650,000)		GF	$ 1,050,000	$ 5,700,000	$ -	$ -	$ -	$ 6,750,000
10	Charring Cross UEP	$ 5,700,000	Grant - Reimburse	$ (1,250,000)	$ (1,250,000)	$ -	$ -	$ -	$ (2,500,000)
10	Debt		PA	$ -	$ (1,775,000)		$ -	$ -	$ (1,775,000)
	$ (1,775,000)		GT	$ 1,425,000	$ -	$ -	$ -	$ -	$ 1,425,000
	Total Debt all UEP		MRM	$ -	$ -	$ -	$ -	$ -	$ -
10	$ (9,725,750)		GF	$ 1,425,000	$ 2,850,000	$ -	$ -	$ -	$ 4,275,000
11	Sherrill & Luetich UEP	$ 7,739,585	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
11			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
12	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
12			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
12			GF	$ -	$ -	$ -	$ -	$ -	$ -

Utility Improvements Continued

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Utility Improvements								
13	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
13			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
13			GF	$ -	$ -	$ -	$ -	$ -	$ -
14	Sandy Ln-Groves UEP	$ 5,160,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
14			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
14			GF	$ -	$ -	$ -	$ -	$ -	$ -
15	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
15			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
15			GF	$ -	$ -	$ -	$ -	$ -	$ -
16	See See Street UEP	$ 1,070,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
16			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
16			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
17	Cypress Park UEP	$ 1,820,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
17			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
17			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
				$ 13,400,000	$ 10,571,000	$ -	$ -	$ -	$ 23,971,000

Building Facilities, Land Acquisition, and Information Technology

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Building Facilities								
1	Public Works Storage Facility	$ 354,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Village Hall	$ 4,914,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Performing Arts Center	$ 20,000,000	Private	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Project Name	**Estimated Project Cost**	**Funding Source**	**Budget FY 25-26**	**Budget FY 26-27**	**Budget FY 27-28**	**Budget FY 28-29**	**Budget FY 29-30**	**Total Cost**
	Land Acquisition								
1	BERT	$ 30,000,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			Debt	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Project Name	**Estimated Project Cost**	**Funding Source**	**Budget FY 25-26**	**Budget FY 26-27**	**Budget FY 27-28**	**Budget FY 28-29**	**Budget FY 29-30**	**Total Cost**
	Information Technology								
1	Community Development Software	$ -	Building	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Total	$ 414,635,035		$ 50,177,506	$ 16,298,700	$ 7,107,550	$ 8,955,000	$ 5,635,000	$ 88,173,756
	Village total			$ 57,470,106	$ 32,559,673	$ 16,819,147	$ 15,055,000	$ 5,635,000	$ 127,538,926

Estero Road Impacts Fees
Estero Gas Tax
Estero General Fund
Park Impact Fee (include public land aqcu
Non-Estero Funding Source
Major Road Maintenance Reserve
Property Assessment (funds back into General Fund in following year)
Building Fund

APPENDIX

Glossary

Abatement: A reduction or elimination of a real or personal property tax, motor vehicle excise, a fee, charge, or special assessment imposed by a governmental unit. Granted only on application of the person seeking the abatement and only by the committing governmental unit.

Accounting System: The total structure of records and procedures that identify record, classify, and report information on the financial position and operations of a governmental unit or any of its funds, account groups, and organizational components.

Accrued Interest: The amount of interest that has accumulated on the debt since the date of the last interest payment, and on the sale of a bond, the amount accrued up to but not including the date of delivery (settlement date). (See Interest)

Amortization: The gradual repayment of an obligation over time and in accordance with a predetermined payment schedule.

Appropriation: A legal authorization from the community's legislative body to expend money and incur obligations for specific public purposes. An appropriation is usually limited in amount and as to the time period within which it may be expended.

Arbitrage: As applied to municipal debt, the investment of tax-exempt bonds or note proceeds in higher yielding, taxable securities. Section 103 of the Internal Revenue Service (IRS) Code restricts this practice and requires (beyond certain limits) that earnings be rebated (paid) to the IRS.

Assessed Valuation: A value assigned to real estate or other property by a government as the basis for levying taxes.

Audit: An examination of a community's financial systems, procedures, and data by a certified public accountant (independent auditor), and a report on the fairness of financial statements and on local compliance with statutes and regulations. The audit serves as a valuable management tool in evaluating the fiscal performance of a community.

Audit Report: Prepared by an independent auditor, an audit report includes: (a) a statement of the scope of the audit; (b) explanatory comments as to application of auditing procedures; (c) findings and opinions. It is almost always accompanied by a management letter which contains supplementary comments and recommendations.

Available Funds: Balances in the various fund types that represent non-recurring revenue sources. As a matter of sound practice, they are frequently appropriated to meet unforeseen expenses, for capital expenditures or other one-time costs.

Balance Sheet: A statement that discloses the assets, liabilities, reserves and equities of a fund or governmental unit at a specified date.

Betterments (Special Assessments): Whenever a specific area of a community receives benefit from a public improvement (e.g., water, sewer, sidewalk, etc.), special property taxes may be assessed to reimburse the governmental entity for all or part of the costs it incurred. Each parcel receiving benefit from the improvement is assessed for its proportionate share of the cost of such improvements. The proportionate share may be paid in full or the property owner may request that the assessors apportion the betterment over 20 years. Over the life of the betterment, one year's apportionment along with one year's committed interest computed from October 1 to October 1 is added to the tax bill until the betterment has been paid.

Bond: A means to raise money through the issuance of debt. A bond issuer/borrower promises in writing to repay a specified sum of money, alternately referred to as face value, par value or bond principal, to the buyer of the bond on a specified future date (maturity date), together with periodic interest at a specified rate. The term of a bond is always greater than one year. (See Note)

Bond and Interest Record: (Bond Register) – The permanent and complete record maintained by a treasurer for each bond issue. It shows the amount of interest and principal coming due each date and all other pertinent information concerning the bond issue.

Bonds Authorized and Unissued: Balance of a bond authorization not yet sold. Upon completion or abandonment of a project, any remaining balance of authorized and unissued bonds may not be used for other purposes, but must be rescinded by the community's legislative body to be removed from community's books.

Bond Issue: Generally, the sale of a certain number of bonds at one time by a governmental unit.

Bond Rating (Municipal): A credit rating assigned to a municipality to help investors assess the future ability, legal obligation, and willingness of the municipality (bond issuer) to make timely debt service payments. Stated otherwise, a rating helps prospective investors determine the level of risk associated with a given fixed-income investment. Rating agencies, such as Moody's and Standard and Poors, use rating systems, which designate a letter or a combination of letters and numerals where AAA is the highest rating and C1 is a very low rating.

Budget: A plan for allocating resources to support particular services, purposes and functions over a specified period of time. (See Performance Budget, Program Budget)

Capital Assets: All real and tangible property used in the operation of government, which is not easily converted into cash, and has an initial useful live extending beyond a single financial reporting period. Capital assets include land and land improvements; infrastructure such as roads, bridges, water and sewer lines; easements; buildings and building improvements; vehicles, machinery and equipment. Communities typically define capital assets in terms of a minimum useful life and a minimum initial cost. (See Fixed Assets)

Capital Budget: An appropriation or spending plan that uses borrowing or direct outlay for capital or fixed asset improvements. Among other information, a capital budget should identify the method of financing each recommended expenditure, i.e., tax levy or rates, and identify those items that were not recommended. (See Capital Assets, Fixed Assets)

Cash: Currency, coin, checks, postal and express money orders and bankers' drafts on hand or on deposit with an official or agent designated as custodian of cash and bank deposits.

Cash Management: The process of monitoring the ebb and flow of money in an out of municipal accounts to ensure cash availability to pay bills and to facilitate decisions on the need for short- term borrowing and investment of idle cash.

Certificate of Deposit (CD): A bank deposit evidenced by a negotiable or non-negotiable instrument, which provides on its face that the amount of such deposit plus a specified interest payable to a bearer or to any specified person on a certain specified date, at the expiration of a certain specified time, or upon notice in writing.

Classification of Real Property: Assessors are required to classify all real property according to use into one of four classes: residential, open space, commercial, and industrial. Having classified its real properties, local officials are permitted to determine locally, within limitations established by statute and the Commissioner of Revenue, what percentage of the tax burden is to be borne by each class of real property and by personal property owners.

Collective Bargaining: The process of negotiating workers' wages, hours, benefits, working conditions, etc., between an employer and some or all of its employees, who are represented by a recognized labor union. regarding wages, hours and working conditions.

Consumer Price Index: The statistical measure of changes, if any, in the overall price level of consumer goods and services. The index is often called the "cost-of-living index."

Cost-Benefit Analysis: A decision-making tool that allows a comparison of options based on the level of benefit derived and the cost to achieve the benefit from different alternatives.

Debt Burden: The amount of debt carried by an issuer usually expressed as a measure of value (i.e., debt as a percentage of assessed value, debt per capita, etc.). Sometimes debt burden refers to debt service costs as a percentage of the total annual budget.

Debt Service: The repayment cost, usually stated in annual terms and based on an amortization schedule, of the principal and interest on any particular bond issue.

Encumbrance: A reservation of funds to cover obligations arising from purchase orders, contracts, or salary commitments that are chargeable to, but not yet paid from, a specific appropriation account.

Enterprise Funds: An enterprise fund is a separate accounting and financial reporting mechanism for municipal services for which a fee is charged in exchange for goods or services. It allows a community to demonstrate to the public the portion of total costs of a service that is recovered through user charges and the portion that is subsidized by the tax levy, if any. With an enterprise fund, all costs of service delivery--direct, indirect, and capital costs—are identified. This allows the community to recover total service costs through user fees if it chooses. Enterprise accounting also enables communities to reserve the "surplus" or net assets unrestricted generated by the operation of the enterprise rather than closing it out to the general fund at year-end. Services that may be treated as enterprises include, but are not limited to, water, sewer, hospital, and airport services.

Equalized Valuations (EQVs): The determination of the full and fair cash value of all property in the community that is subject to local taxation.

Estimated Receipts: A term that typically refers to anticipated local revenues often based on the previous year's receipts and represent funding sources necessary to support a community's annual budget. (See Local Receipts)

Exemptions: A discharge, established by statute, from the obligation to pay all or a portion of a property tax. The exemption is available to particular categories of property or persons upon the timely submission and approval of an application to the assessors. Properties exempt from taxation include hospitals, schools, houses of worship, and cultural institutions. Persons who may qualify for exemptions include disabled veterans, blind individuals, surviving spouses, and seniors.

Expenditure: An outlay of money made by municipalities to provide the programs and services within their approved budget.

Fiduciary Funds: Repository of money held by a municipality in a trustee capacity or as an agent for individuals, private organizations, other governmental units, and other funds. These include pension (and other employee benefit) trust funds, investment trust funds, private- purpose trust funds, and agency funds.

Fixed Assets: Long-lived, assets such as buildings, equipment and land obtained or controlled as a result of past transactions or circumstances.

Fixed Costs: Costs that are legally or contractually mandated such as retirement, FICA/Social Security, insurance, debt service costs or interest on loans.

Float: The difference between the bank balance for a local government’s account and its book balance at the end of the day. The primary factor creating float is clearing time on checks and deposits. Delays in receiving deposit and withdrawal information also influence float.

Full Faith and Credit: A pledge of the general taxing powers for the payment of governmental obligations. Bonds carrying such pledges are usually referred to as general obligation or full faith and credit bonds.

Fund: An accounting entity with a self-balancing set of accounts that are segregated for the purpose of carrying on identified activities or attaining certain objectives in accordance with specific regulations, restrictions, or limitations.

Fund Accounting: Organizing financial records into multiple, segregated locations for money. A fund is a distinct entity within the municipal government in which financial resources and activity (assets, liabilities, fund balances, revenues, and expenditures) are accounted for independently in accordance with specific regulations, restrictions or limitations. Examples of funds include the general fund and enterprise funds. Communities whose accounting records are organized according to the Uniform Municipal Accounting System (UMAS) use multiple funds.

GASB 34: A major pronouncement of the Governmental Accounting Standards Board that establishes new criteria on the form and content of governmental financial statements. GASB 34 requires a report on overall financial health, not just on individual funds. It requires more complete information on the cost of delivering value estimates on public infrastructure assets, such as bridges, road, sewers, etc. It also requires the presentation of a narrative statement the government's financial performance, trends and prospects for the future.

GASB 45: This is another Governmental Accounting Standards Board major pronouncement that each public entity account for and report other postemployment benefits in its accounting statements. Through actuarial analysis, municipalities must identify the true costs of the OPEB earned by employees over their estimated years of actual service.

General Fund: The fund used to account for most financial resources and activities governed by the normal appropriation process.

General Obligation Bonds: Bonds issued by a municipality for purposes allowed by statute that are backed by the full faith and credit of its taxing authority.

Governing Body: A board, committee, commission, or other executive or policymaking bodyof a municipality or school district.

Indirect Cost: Costs of a service not reflected in the operating budget of the entity providing the service. An example of an indirect cost of providing water service would be the value of time spent by non-water department employees processing water bills. A determination of these costs is necessary to analyze the total cost of service delivery. The matter of indirect costs arises most often in the context of enterprise funds.

Interest: Compensation paid or to be paid for the use of money, including amounts payable at periodic intervals or discounted at the time a loan is made. In the case of municipal bonds, interest payments accrue on a day-to-day basis, but are paid every six months.

Interest Rate: The interest payable, expressed as a percentage of the principal available for use during a specified period of time. It is always expressed in annual terms.

Investments: Securities and real estate held for the production of income in the form of interest, dividends, rentals or lease payments. The term does not include fixed assets used in governmental operations.

Line Item Budget: A budget that separates spending into categories, or greater detail, such as supplies, equipment, maintenance, or salaries, as opposed to a program budget.

Local Aid: Revenue allocated by the state or counties to municipalities and school districts.

Maturity Date: The date that the principal of a bond becomes due and payable in full.

Municipal(s): (As used in the bond trade) "Municipal" refers to any state or subordinate governmental unit. "Municipals" (i.e., municipal bonds) include not only the bonds of all political subdivisions, such as cities, towns, school districts, special districts, counties but also bonds of the state and agencies of the state.

Note: A short-term loan, typically with a maturity date of a year or less.

Objects of Expenditures: A classification of expenditures that is used for coding any department disbursement, such as “personal services,” “expenses,” or “capital outlay.”

Official Statement: A document prepared for potential investors that contains information about a prospective bond or note issue and the issuer. The official statement is typically published with the notice of sale. It is sometimes called an offering circular or prospectus.

Operating Budget: A plan of proposed expenditures for personnel, supplies, and other expenses for the coming fiscal year.

Overlapping Debt: A community's proportionate share of the debt incurred by an overlapping government entity, such as a regional school district, regional transit authority, etc.

Performance Budget: A budget that stresses output both in terms of economy and efficiency.

Principal: The face amount of a bond, exclusive of accrued interest.

Program: A combination of activities to accomplish an end.

Program Budget: A budget that relates expenditures to the programs they fund. The emphasis of a program budget is on output.

Purchased Services: The cost of services that are provided by a vendor.

Refunding of Debt: Transaction where one bond issue is redeemed and replaced by a new bond issue under conditions generally more favorable to the issuer.

Reserve Fund: An amount set aside annually within the budget of a town to provide a funding source for extraordinary or unforeseen expenditures.

Revaluation: The assessors of each community are responsible for developing a reasonable and realistic program to achieve the fair cash valuation of property in accordance with constitutional and statutory requirements. The nature and extent of that program will depend on the assessors’ analysis and consideration of many factors, including, but not limited to, the status of the existing valuation system, the results of an in-depth sales ratio study, and the accuracy of existing property record information.

Revenue Anticipation Note (RAN): A short-term loan issued to be paid off by revenues, such as tax collections and state aid. RANs are full faith and credit obligations.

Revenue Bond: A bond payable from and secured solely by specific revenues and thereby not a full faith and credit obligation.

Revolving Fund: Allows a community to raise revenues from a specific service and use those revenues without appropriation to support the service.

Sale of Real Estate Fund: A fund established to account for the proceeds of the sale of municipal real estate other than proceeds acquired through tax title foreclosure.

Stabilization Fund: A fund designed to accumulate amounts for capital and other future spending purposes, although it may be appropriated for any lawful purpose.

Surplus Revenue: The amount by which cash, accounts receivable, and other assets exceed liabilities and reserves.

Tax Rate: The amount of property tax stated in terms of a unit of the municipal tax base; for example, $14.80 per $1,000 of assessed valuation of taxable real and personal property.

Tax Title Foreclosure: The procedure initiated by a municipality to obtain legal title to real property already in tax title and on which property taxes are overdue.

Trust Fund: In general, a fund for money donated or transferred to a municipality with specific instructions on its use. As custodian of trust funds, the treasurer invests and expends such funds as stipulated by trust agreements, as directed by the commissioners of trust funds or by the community's legislative body. Both principal and interest may be used if the trust is established as an expendable trust. For nonexpendable trust funds, only interest (not principal) may be expended as directed.

Uncollected Funds: Recently deposited checks included in an account's balance but drawn on other banks and not yet credited by the Federal Reserve Bank or local clearinghouse to the bank cashing the checks. (These funds may not be loaned or used as part of the bank's reserves and they are not available for disbursement.)

Undesignated Fund Balance: Monies in the various government funds as of the end of the fiscal year that are neither encumbered nor reserved, and are therefore available for expenditure once certified as part of free cash.

Unreserved Fund Balance (Surplus Revenue Account): The amount by which cash, accounts receivable, and other assets exceed liabilities and restricted reserves. It is akin to a "stockholders' equity" account on a corporate balance sheet. It is not, however, available for appropriation in full because a portion of the assets listed as "accounts receivable" may be taxes receivable and uncollected. (See Free Cash)

Valuation (100 Percent): The legal requirement that a community's assessed value on property must reflect its market, or full and fair cash value.