VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
JULY 2, 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

July 2, 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 Kevin Morris Estero Community 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 18, 2025 Village Council Meeting Minutes

Attachment: 06182025.pdf

b. Financial Report for Month ended May 2025

Attachment: SS Monthly Financial Report 053125.pdf
Attachment: 1 May Budget Report All Funds.pdf
Attachment: 2 May Budget Report Available Funds.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Resolution No. 2025 -- 10 Proposed Millage rate for Fiscal year 2025-2026

A Resolution of the Village Council of the Village of Estero, Florida, Determining the Proposed Millage Rate for Fiscal Year 2025-2026, Setting the Date, Time and Place for the Public Hearings Required by

State Law; Directing Staff to Transmit Necessary Documentation Pursuant to the Requirements of Florida Statutes and the Rules and Regulations of the Department of Revenue of the State of Florida; and Providing an Effective Date.

Recommended Action
Motion to adopt Resolution No. 2025-10.

Financial Impact
Approval of the resolution will provide the required information to initiate Ad Valorem taxes for the Fiscal Year 2025-2026.

Attachment: SS Resolution No. 2025-10 Millage Rate.pdf
Attachment: Resolution No. 2025 -10.pdf

b. Resolution No. 2025-11 Budget Amendment

A Resolution of the Village Council of the Village of Estero, Florida, Approving the First Budget Amendment for Fiscal Year 2024-2025 to Approve the Use of Village Funds and to Recognize the Audited Carryforward in Each Fund Making Related Findings; Providing for Severability and for an Effective Date.

Recommended Action
Motion to adopt Resolution No. 2025-11.

Financial Impact
Approval of the resolution will allocate fund balance carryforward for each fund within the Fiscal Year 2024-2025 budget.

Attachment: SS Res 2025-11 First Budget Amendment.pdf
Attachment: 1. Resolution 2025-11 First Budget Amendment.pdf
Attachment: 2. Balance Sheet Governmental Funds September 30_ 2024.pdf
Attachment: 3. Adopted Budget Summary 2024-2025.pdf
Attachment: 4. Attachment 1 Budget Amendment _1.pdf

c. Resolution No. 2025-12 Village of Estero 401(a) Employee Contributions

A Resolution of the Village Council of the Village of Estero, Florida; Amending the Defined Contribution Retirement Plan for the Employees of Estero, Florida; Providing for Conflicting Resolutions; and Providing an Effective Date.

Attachment: SS Res 2025-12 Retirement.pdf
Attachment: 1 Res No. 2025-12 Retirement.pdf
Attachment: 2. Florida Municipal Pension Trust Fund 401_a_ Defined Contribution Retirement Plan Adoption Agreement.pdf

d. Banking Services Request for Proposal (RFP) 101125

Recommended Action
Motion to approve the scoring ranking and award a mutually agreeable contract to the top scoring firm which is Synovous Bank to provide banking services for the Village. Should negotiations fail with the top scoring firm, authorize negotiations to begin with the second scoring firm and award a mutually agreeable contract. And so on.

Authorize the Village Manager to sign a contract and any other additional implementation documents within the scope of the contract on behalf of the Village of Estero Council and begin implementation of Banking Services to the awarded bank.

Financial Impact
There is no financial impact from this agenda item. The Village Manager will negotiate and execute the banking services agreement. The letter of credit and loan will be negotiated concurrently and will be brought back for Council approval sometime after the summer recess.

Attachment: SS Banking Services Request for Proposal _RFP_ 101125.pdf
Attachment: 01 Banking Services RFP Final Scoring Tab.pdf
Attachment: 02 Synovus Proposal.pdf
Attachment: 03 Implementation Grid.pdf
Attachment: 04 Village of Estero Banking RFP - DRAFT Land Loan.pdf
Attachment: 05 Village of Estero Banking RFP - DRAFT RLOC TS v. 2.pdf
Attachment: 06 Village of Estero Synovus_Advantage_Pro_Forma for presentation 6-20.pdf
Attachment: 07 Village of Estero_ FL - Finalist Interview Synovus.pdf

e. Utility Expansion Program Phase 1 Construction Manager at Risk Contract Guaranteed Maximum Price (GMP) Addendum 01 (Cypress Bend)

Recommended Action
Motion to approve Contract Number EC 2024-36 GMP Addendum 01 in the amount of $2,120,269 with Wright Construction Group, Inc. for the construction of the Cypress Bend RV Resort wastewater treatment plant (WWTP) site conversion to Lee County Utilities.

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, and to approve and execute any subsequent amendments or modifications which do not require an increase in the not to

exceed budget.

Financial Impact
The fiscal impact is $2,120,269 for Wright Construction Group, as the CMAR, to complete the project. Funds in the fiscal year 24-25 and 25-26 capital improvement plan budget will be used to fund this contract. Of this amount, $241,287 is anticipated to be reimbursed by Lee County Utilities for the relocated water main.

This project is part of a State legislature reimbursement appropriation grant issued through the FDEP , of which $118,000 is available to reduce final costs to the Village.

At the May 7, 2025, workshop Village staff discussed the consideration for the Village to participate in cost sharing the project construction with Cypress Bend at a rate of 25% of the project cost. The Village

has already paid or encumbered $588,535 in costs associated with the design, permitting and easement acquisition of the project. This equates to 23.9% of the project cost. The 25% cost share would amount to $677,201 or an additional $88,666.

In summary, the project costs are as follows:

Wright Construction GMP =	$2,120,269(amount for contract approval)
Village Encumbered Costs =	$588,535
Sub-Total Project Costs =	$2,708,804
Less Lee County Reimbursement	-$241,287
Less State Grant	-$118,000
Remaining Balance	$2,349,517
Less Village Cost Sharing (25%)	-$587,379
Remaining Cost for Cypress Bend	$1,762,138

There are 402 equivalent residential unit properties in Cypress Bend.

Equally dividing the cost across the 402 properties equates to $4,383 per property.

If financing through a utility assessment using the Lee County Property Appraiser and Lee County Tax Collector process some assumptions must be made to arrive at an approximate cost based upon the $1,762, 138 value. The following additional assessable cost factors would be incurred:

â€¢ Debt Service Reserve Fund (10%)	$217,514
â€¢ Capitalized Interest (2%)	$43,510
â€¢ Cost of Issuance (2%)	$43,510
â€¢ Assessment Development, Survey, Financing, etc. (5%)	$108,774
Total Assessed Cost	$2,175,479

Annual Debt Service assumptions are:

â€¢ Term of the assessment (Years)	10
â€¢ Interest Rate	5%
â€¢ Annual Collection/Administration Costs	7%

Estimated Total Annual Cost	$302,940
Annual Cost per Property Ownership	$753.58 for the 10-year assessment

Possible Additional Grant Funding:

Last year the Village applied for a $850,000 Water Quality Improvement (WQI) grant with the FDEP to offset the project costs. The application was not selected for award due to other projects being selected that were in areas with more severely impacted water bodies than the Estero River. The grant application window opens again in July 2025, and Village staff propose to resubmit the grant application. If the grant is awarded, this will have substantial cost reduction impacts to the assessment.

Attachment: SS - Utility Expansion Program CMAR GMP Addendum 01 Cypress Bend _7-2-25a_.docx rev.pdf
Attachment: 1 Cypress Bend WWTP Site Conversion Location Map.pdf
Attachment: 2 Cypress Bend GMP Addendum 01 to Agreement.pdf
Attachment: 3 Wright Construction GMP v1.0 SIGNED.pdf

f. Utility Expansion Program Phase 1 Construction Manager at Risk Contract Guaranteed Maximum Price (GMP) Addendum 02 (Sunny Grove)

Recommended Action
Motion to approve Contract Number EC 2024-36 GMP Addendum 02 in the amount of $2,540,946 with Wright Construction, Inc. for the construction of the Sunny Grove Park wastewater treatment plant (WWTP) site conversion to Lee County Utilities.

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, and to approve and execute any subsequent amendments or modifications which do not require an increase in the not to exceed budget.

Financial Impact
Financial Impact: The contract's financial impact is $2,667,946. Funds in the fiscal year 24-25 and 25-26 capital improvement plan budget will be used to fund this contract. budget will be used to fund this contract.

This project is part of a State legislature reimbursement appropriation grant issued through the FDEP , of which $208,000 is available to reduce final costs to the Village.

At the May 7, 2025, workshop Village staff discussed the consideration for the Village to participate in cost sharing the project construction with Cypress Bend at a rate of 25% of the project cost. The Village has already paid or encumbered $581,198 in costs associated with the design, permitting and easement acquisition of the project. This equates to 19.9% of the project cost after deducting the state grant funding. The 25% cost share would amount to $728,536 or an additional $147,338.

In summary, the project costs are as follows:

Wright Construction GMP = $2,540,946 (amount for contract approval)

Village Encumbered Costs = $581,198

Sub-Total Project Costs = $3,122,144

Less State Grant -$208,000

Remaining Balance $2,914,144

Less Village Cost Sharing (25%) -$728,536

Remaining Cost for Sunny Grove $2,185,608

Sunny Grove Park is a corporation where each unit owner has a 1/155 interest in the property. Different than the situation in Cypress Bend where each unit owner owns the lot and would individually decide on how to pay off the utility assessment, the Sunny Grove Park corporation would be the entity responsible for the assessment payment. However, for discussion purposes to keep the cost impact analysis the same, there are 155 residential units and 12 rented RV lots. The 12 rented RV lots are calculated differently when establishing equivalent residential units, but ultimately the 155 residential unit owners will bear the financial responsibility, so the calculation will use 155 as the number of ownership shares equally bearing the cost of the assessment in Sunny Grove.

Equally dividing the cost across the 155 ownership shares equates to $14,101 per ownership share.

If financing through a utility assessment using the Lee County Property Appraiser and Lee County Tax Collector process some assumptions must be made to arrive at an approximate cost based upon the $2,185, 608 value. The following additional assessable cost factors would be incurred:

â€¢ Debt Service Reserve Fund (10%) $218,561

â€¢ Capitalized Interest (2%) $43,712

â€¢ Cost of Issuance (2%) $43,712

â€¢ Assessment Development, Survey, Financing, etc. (5%) $109,280

Total Assessed Cost $2,600,874

Annual Debt Service assumptions are:

â€¢ Term of the assessment (Years) 10

â€¢ Interest Rate 5%

â€¢ Annual Collection/Administration Costs 7%

Estimated Total Annual Cost $362,177

Annual Cost per Ownership Share $2,336.63 for the 10-year assessment

Possible Additional Grant Funding:

Last year the Village applied for a $1,273,334 Water Quality Improvement (WQI) grant with the FDEP to offset the project costs. The application was not selected for award due to other projects being selected that were in areas with more severely impacted water bodies than the Estero River. The grant application window opens again in July 2025, and Village staff propose to resubmit the grant application. If the grant is awarded, this will have substantial cost reduction impacts to the assessment.

US-41 Force Main Impact Discussion:

To address the cost impacts of adding 20% of the cost for the force main along the east side of US-41 the following summary information is provided.

Wright Construction GMP = $2,540,946 (amount for contract approval)

US-41 Force Main 20% Cost $107,800

Village Encumbered Costs = $581,198

Sub-Total Project Costs = $3,229,944

Less State Grant -$208,000

Remaining Balance $3,021,944

Less Village Cost Sharing (25%) -$755,486

Remaining Cost for Sunny Grove $2,266,458

Equally dividing the cost across the 155 ownership shares equates to $14,622 per ownership share.

Using the same assessment calculation methodology,

â€¢ The estimated total annual cost $375,575

â€¢ The annual cost per ownership share $2,423.07.

Attachment: SS - new Utility Expansion Program CMAR GMP Addendum 02 Sunny Grove _7-2-25_ _002_.pdf
Attachment: Location Map.pdf
Attachment: GMP Addendum 02 - Wright Const. - Sunny Grove.pdf
Attachment: Wright Construction GMP v1.0 SIGNED.pdf

g. Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant Management Support

Recommended Action
Approve Supplemental Task Order with Hagerty Consulting, Inc. to assist the Village in HMGP Program Management Support.

Authorize Village Manager or delegate staff to execute a task order.

Financial Impact
Not-to-exceed of $204,080 which is reimbursable from the Grant funding.

Attachment: SS HMGP Task Order.pdf
Attachment: 1 Village of Estero HMGP Grant Management Task Order_6.26.2024.pdf

h. Chris-Tel Contract Amendment -- Maintenance Building

Recommended Action
Motion to approve the contract amendment with Chris-Tel Construction, in addition to a 5% owner's contingency for the amount of $2,224,726.00.

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

Financial Impact
Chris-Tel's GMP amount is $2,118,787.00. With a

recommended 5% owners contingency of $105,939.00, this brings the total to $2,224,726.00. This total is based on the below:

New Building Sitework:	$1,019,553.00
New Building:	$1,099,234.00
GMP Total:	$2,118,787.00
Added 5% Contingency:	$105,939.00
Total:	$2,224,726.00

Attachment: SS 2025.06.30 Maint. Bldg. v3tg.pdf
Attachment: 1 2025.06.26 Chris-Tel GMP Addendum.v1.executed.pdf
Attachment: 2 2025.01.06 Chris-Tel Maintenance Building Contract.v1.sg.pdf
Attachment: 3 2025.06.25 VOE Estero Maintenance Building GMP.v1.ctc.pdf
Attachment: 4 2025.06.25 VOE Maintenance Building - Baseline Schedule.v1.ctc.pdf

Attachment: 5 2025.06.30 VOE Maintenance Bldg. Facility Presentation.v5tg.pdf

7. FIRST READINGS

a. First Reading Ordinance No. 2025-07 Pelican Sound Zoning Amendment

An Ordinance of the Village Council of the Village of Estero, Florida, Approving With Conditions an Amendment to the Residential Zoning for the River Club Area of Pelican Sound Planned Development Located Along the Estero River; Providing for Severability; and Providing an Effective Date.

Recommended Action
Pass first reading of Ordinance No. 2025-07 and set second reading and public hearing for September 17, 2025

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS 7-2-25 Pelican Sound Zoning Amendment.pdf
Attachment: DRAFT Ordinance 2025-07 Pelican Sound Amendment.pdf
Attachment: A. Legal Description _ Sketch.pdf
Attachment: B. Revised Master Concept Plan.pdf
Attachment: C. Boat Shuttle Services Schedule.pdf
Attachment: D. Boating Safety Protocol.pdf
Attachment: E. Incident Complaint Protocol.pdf
Attachment: DCI2025-E001 Staff Report PZDB.pdf
Attachment: A. PelicanSound_FLU_Existing.pdf
Attachment: A. PelicanSound_Zoning_Existing.pdf
Attachment: B. Approved Z-13-003 Resolution.pdf
Attachment: C. 1_ Mooring Exhibit.pdf
Attachment: C. 2_ Revised Master Concept Plan Sheet 3.pdf
Attachment: C. 3_ 2.7.25 No Objection Letter David Gustason.pdf
Attachment: C. 3_ 2.26.25 No Objection Letter Jeffrey Davis.pdf
Attachment: C. 4_ Dock Shoreline Permit - 010512 - BoatRamp Completion.pdf
Attachment: C. 5_ SFWMD Email re boat length.pdf
Attachment: 3. Boating Safety Protocol.pdf
Attachment: 3. Incident Complaint Protocol.pdf
Attachment: 4. eComments PZDB 05132025.pdf
Attachment: 5. Transcript of 5-13-2025 PZDB Meeting.pdf

b. Ordinance No. 2025-09 Authority to Approve Plats

An Ordinance of the Village Council of the Village of Estero, Florida, Amending § 2-301, § 2-303, and § 2-502 of the Village Land Development Code Regarding Plat Approvals; Making Related Findings; and Providing for Severability, Codification and an Effective Date.

Recommended Action
Motion to pass First Reading of Ordinance No. 2025-09 and set public hearing and second reading for September 10, 2025.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS Ord No 2025-09 Auth to approve Plats .pdf
Attachment: 1 Ord No 2025-09 Estero Plat Approval .pdf

8. SECOND READINGS AND PUBLIC HEARINGS

a. Second 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

Recommended Action
Approve Ordinance No. 2025-04

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS Second Reading 2025-04 LDC Flood Amendments.pdf
Attachment: Draft Ordinance 6-26-2026.pdf

b. Continuation of 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

Recommended Action
Approve Ordinance No. 2025-02 with staff recommended revision to Condition 10

Financial Impact
Minor cost for newspaper advertisement for second reading

Attachment: SS 7-2-25_Home2 Suites MPD Amendment Council Continued Second Reading.pdf
Attachment: 1._Applicant_s Proposed Condition 6-11-2025.pdf
Attachment: 2._6-13-2025 Coconut Point DRI DO Tenth Amendment.pdf

Attachment: 2.1 7-2-2025 DCI2024-E005 Draft Ordinance Home2 Suites.pdf
Attachment: A. MCP dated April 17_ 2025.pdf
Attachment: B. Home2 Suites Site Plan.pdf
Attachment: C. Legal Description.pdf
Attachment: D. Pattern Book.pdf
Attachment: E. Coconut Point DRI DO Tenth Amendment.pdf
Attachment: E.1. Map H.pdf

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

10.VILLAGE ATTORNEY'S REPORT

11.VILLAGE MANAGER'S REPORT

12.ADJOURNMENT

General Attachments

- Transcipt.pdf

VILLAGE OF ESTERO COUNCIL MEETING
WEDNESDAY, JULY 2, 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.

09:31:03AM [GAVEL SOUNDING]
09:31:07AM >>Mayor Ribble: I WOULD LIKE TO CALL THE JULY 2, 2025, 9:30
09:31:13AM VILLAGE COUNCIL MEETING TO ORDER.
09:31:15AM WE WOULD LIKE TO REMIND YOU TO SET YOUR CELL PHONES AT
09:31:19AM SILENT, AND IF YOU ARE COMING TO THE MICROPHONE, PLEASE SPEAK
09:31:22AM INTO THE MICROPHONE.
09:31:24AM PASTOR KEVIN MORRIS TO DO THE INVOCATION.
09:31:29AM WELCOME, PASTOR KEVIN.
09:31:32AM >>Pastor Kevin Morris: THANK YOU, MADAM MAYOR.
09:31:38AM WE NEED TO APPRECIATE HOW PRIVILEGED AND FORTUNATE WE ARE
09:31:42AM WHERE WE CAN LIVE IN A COUNTRY WHERE WE CAN DO THIS.
09:31:44AM WAY DIFFERENT TRADITIONS AND DIFFERENT RELIGIONS CAN COME
09:31:48AM TOGETHER AND DO THIS OUT IN THE OPEN WHERE IN MANY COUNTRIES
09:31:51AM WE CAN NOT.
09:31:52AM SO LET US CELEBRATE THE FOURTH THIS WEEK AND REMEMBER THE
09:31:59AM FREE TOMORROW THAT WAS WON FOR US.
09:32:00AM LET US PRAY.
09:32:01AM HEAVENLY FATHER, WE COME BEFORE YOU WITH GRATEFUL HEARTS AS
09:32:07AM WE GATHER FOR THIS MEETING.
09:32:08AM THANK YOU FOR ALLOWING US TO LIVE IN A COUNTRY WHERE MANY
09:32:12AM DENOMINATIONS, FAITHS AND TRADITIONS CAN COME TOGETHER FOR
09:32:17AM THE BEAUTY OF FREEDOM.
09:32:22AM IN THE BEAUTY OF FREEDOM.
09:32:26AM THANK YOU FOR THE GIFT OF THIS COMMUNITY.
09:32:30AM FOR THE BEAUTY OF OUR SURROUNDINGS.
09:32:33AM THE STRENGTH OF OUR PEOPLE.
09:32:35AM AND THE PEACE THAT DWELLS IN OUR VILLAGE.
09:32:41AM WHERE WE ASK FOR YOUR HELP WHEN THERE MAY BE SOME BUMPS IN
09:32:45AM THAT PEACE.
09:32:47AM WITH YOUR GUIDANCE, THIS BODY, OUR COMMUNITY CAN GET THROUGH
09:32:53AM IT.
09:32:53AM WE ASK FOR YOUR PRESENCE HERE TODAY.
09:32:57AM GRANT WISDOM, CLARITY AND UNITY TO OUR COUNCIL MEMBERS AS
09:33:04AM THEY DELIBERATE AND MAKE DECISIONS.

09:33:07AM MAY EVERY DISCUSSION BE GUIDED BY A SPIRIT OF
09:33:12AM COLLABORATION, COMPASSION AND SERVICE.
09:33:15AM ALWAYS SEEKING THE GOOD OF ALL.
09:33:19AM LORD, WE LIFT UP THE RESIDENTS OF ESTERO, EACH FAMILY, EACH
09:33:24AM HOME.
09:33:24AM MAY THEY FEEL SAFE, SUPPORTED, AND HOPEFUL.
09:33:28AM BLESS THE HARD-WORKING EMPLOYEES OUR VILLAGE, THOSE WHO
09:33:35AM SERVE BEHIND THE SCENES.
09:33:36AM THOSE WHO CARE FOR OUR INFRASTRUCTURE.
09:33:40AM AND THOSE WHO UPHOLD THE DAILY OPERATIONS THAT KEEP ESTERO
09:33:43AM THRIVING.
09:33:44AM LORD, PROTECT OUR VILLAGE FROM HARM.
09:33:50AM INSPIRE US TO BE GOOD STEWARDS OF WHAT WE HAVE BEEN GIVEN
09:33:54AM AND MAY YOUR HAND CONTINUE TO SHAPE ESTERO INTO A PLACE OF
09:33:58AM INTEGRITY, KINDNESS AND OPPORTUNITY FOR ALL.
09:34:00AM WE ASK THESE THINGS IN YOUR HOLY NAME, AMEN.
09:34:04AM >> AMEN.
09:34:09AM >>Mayor Ribble: AT THIS TIME, WILL YOU RISE FOR THE PLEDGE.
09:34:12AM [PLEDGE OF ALLEGIANCE]
09:34:30AM >>Mayor Ribble: MADAM CLERK, PLEASE CALL THE ROLL.
09:34:33AM >>Mayor Ribble: HERE.
09:34:37AM >>Jeff Hunt: HERE.
09:34:38AM >>Jon McLain: HERE.
09:34:39AM >>Lori Fayhee: HERE.
09:34:41AM >>Rafael Lopez: HERE.
09:34:43AM >>Jim Ward: HERE.
09:34:45AM >>Vice Mayor Zalucki: HERE.
09:34:46AM >>Mayor Ribble: NEXT ON THE AGENDA IS THE APPROVAL OF THE
09:34:51AM AGENDA.
09:34:52AM ANYONE HAVE ANY ADDITIONS, DELETIONS OR CHANGES?
09:34:55AM SEEING NONE.
09:34:56AM DO I HAVE A MOTION?
09:34:58AM >>Rafael Lopez: SO MOVED.
09:34:59AM >>Lori Fayhee: SECOND.
09:35:01AM >>Mayor Ribble: MADAM CLERK, PLEASE CALL THE ROLL.
09:35:05AM >>Jeff Hunt: AYE.
09:35:07AM >>Jon McLain: AYE.
09:35:08AM >>Lori Fayhee: AYE.
09:35:11AM >>Rafael Lopez: AYE.
09:35:12AM >>Jim Ward: AYE.
09:35:14AM >>Vice Mayor Zalucki: AYE.
09:35:17AM >>Mayor Ribble: AYE.
09:35:18AM NEXT ON THE AGENDA IS PUBLIC COMMENT ON NONAGENDA ITEMS.
09:35:22AM MADAM CLERK, DO WE HAVE ANYONE TO SPEAK.

09:35:25AM >>Clerk: YES, MAYOR, WE DO HAVE.
09:35:28AM CALLING ON MR. LARRY ROSENBERG FROM FOUNTAIN LAKES.
09:35:31AM >> THANK YOU, GOOD MORNING, MAYOR AND COUNCIL.
09:35:39AM I WANTED TO BRING UP BRIEFLY THE WILLIAMS ROAD AND WEST 41
09:35:45AM BY THE WALGREEN'S.
09:35:46AM AS YOU KNOW, THIS HAS BEEN AN ONGOING ISSUE FOR MULTIPLE
09:35:50AM TIMES, MULTIPLE PERIODS OF TIMES.
09:35:52AM THE POLL THEY HAVE UP IN OCTOBER.
09:35:56AM AND EVERY FEW WEEKS THE VILLAGE HAS TO SPEND THE MONEY TO
09:35:59AM PUT IN FOR IT TO BE KNOCKED DOWN AGAIN.
09:36:03AM I UNDERSTAND THAT THERE IS A COUPLE OF PROJECTS IN WORKS.
09:36:08AM ONE AT ROUNDABOUT WITH THE WHITE CENTER THAT WILL SOLVE
09:36:16AM PROBLEM.
09:36:16AM NOT NECESSARILY PROBLEM OUT OF THE ROAD.
09:36:19AM US AS AMERICANS DON'T LIKE ROUNDABOUTS.
09:36:23AM WE TEND TO AVOID THEM.
09:36:25AM THAT WILL MAKE IT WORSE AND THAT WILL BE ANOTHER SYSTEM AND
09:36:27AM WHAT THIS WILL DO FOR FOUNTAIN DRAINAGE RIVER SYSTEM.
09:36:31AM THAT IS THE ISSUE IN HAND.
09:36:35AM SENT YOU AN E-MAIL WITH SUGGESTIONS AND PICTURES.
09:36:38AM I DRIVE DOWN 41.
09:36:40AM STRONG.
09:36:44AM NOTHING HAPPENS TO THOSE.
09:36:45AM I KNOW THEY ARE MORE EXPENSIVE, SURE, BUT I AM SURE IT IS
09:36:48AM NOT COST EFFECTIVE TO REPLACE THESE TINY LITTLE THINGS THAT
09:36:51AM GET KNOCKED DOWN CONSTANTLY.
09:36:54AM I HAVE BEEN IN ESTERO SINCE 2002.
09:36:56AM AND THE WALGREEN'S HAS BEEN THERE SINCE EARLY 2008.
09:37:01AM WE WENT FOR MANY, MANY YEARS WITHOUT ANY POLES OR ANYTHING.
09:37:05AM AND, YEAH, PEOPLE MADE LEFT TURNS, BUT A LOT OF ENTITLED
09:37:11AM PEOPLE, AND WE ALL KNOW THAT.
09:37:12AM PEOPLE SAY I NEED TO MAKE A LEFT.
09:37:14AM I DON'T CARE WHAT ANYONE ELSE DOES.
09:37:17AM ANYWAY, WE LIVE WITHOUT THOSE POLES FOR SO LONG.
09:37:19AM WHY DO WE HAVE THEM?
09:37:21AM IF WE HAVE THEM, WHY NOT DO SOMETHING SUBSTANTIAL AND STOP
09:37:25AM THIS.
09:37:25AM WHEN I INQUIRED THE OTHER DAY OF WHAT IS THE STATUS OF THE
09:37:29AM REPAIR NOW.
09:37:30AM BECAUSE THEY HAVE BEEN LANING OUT THE ROAD FOR THREE, FOUR
09:37:33AM WEEKS.
09:37:33AM 11 TO 12 POLES THAT LOOK MANGLED AND DISHEVELED.
09:37:38AM LOOKED LIKE A THIRD WORLD COUNTRY.
09:37:40AM THEY NEED A CONTRACT.

09:37:41AM THINGS NEED TO BE APPROVED.
09:37:43AM BY UNDERSTAND THINGS DON'T HAPPEN IN A VACUUM.
09:37:46AM MANY TIMES WE SIT LIKE THAT FOR THREE WEEKS.
09:37:50AM MY QUESTION IS IN MY E-MAIL, THE FIX IS NOT THAT DIFFICULT.
09:37:54AM I WAS TOLD THERE WAS A MEDIAN THAT MAY BE COMING OUT BUT I
09:37:57AM ALSO WAS TOLD FIVE YEARS DOWN THE ROAD.
09:38:00AM IN SUMMARY, LET'S PUT UP THE POLES BETTER WHEN WE DO A BIG
09:38:05AM PROJECT, OR TAKE THEM DOWN AND GO BACK TO THE STATUS QUO.
09:38:08AM THANK YOU FOR YOUR TIME.
09:38:09AM >>Mayor Ribble: THANK YOU.
09:38:10AM >>Clerk: NEXT IS BARBARA DRABECK FROM RIVER WOOD PLANTATION.
09:38:18AM >> HI, MY NAME IS BARBARA, AND I HAVE BEEN A RESIDENT SINCE
09:38:25AM 1999 --OF CHANGES SINCE '93.
09:38:28AM I WAS INVOLVED TRYING TO GET AN AQUATIC CENTER BACK WHEN
09:38:35AM BEN ELSICK WAS CHAIRMAN OF IT.
09:38:37AM I HAD A TRIP AND FALL IN 2020 THAT PUT ME BACK A FEW YEARS.
09:38:41AM I AM A BRAIN TUMOR SURVIVOR, AND THE ONE THING LACKING IS
09:38:48AM AN AQUATIC CENTER.
09:38:49AM WE DON'T HAVE ANYTHING FOR PEOPLE FOR HEALTH.
09:38:52AM WE DON'T HAVE AN OLYMPIC-SIZED POOL FOR PEOPLE TO HAVE SWIM
09:38:56AM TEAMS, DIVE TEAMS, AND WE NEED A RELATIONSHIP TO DO THAT
09:39:01AM WITH THE COLLEGE, WITH THE UNIVERSITY, WITH THE HEALTH
09:39:03AM FACILITIES, YMCAs AND DIFFERENT STUFF LIKE THAT.
09:39:08AM WE NEED TO PROVIDE THE LEADERSHIP FOR THAT.
09:39:10AM THERE IS A LOT OF COMMUNITY SUPPORT OUT THERE FOR THA,T AND I
09:39:13AM AM A PAST GRANT WRITER AND I'M WILLING TO VOLUNTEER
09:39:16AM MY TIME TO APPROACH FOUNDATIONS.
09:39:18AM BUT WE NEED TWO THINGS.
09:39:20AM WE NEED TO FOUNDATION AND AN ACCOUNT FOR PEOPLE TO DONATE
09:39:24AM THEIR MONEY FOR THIS THING AND WE NEED THE VILLAGE'S SUPPORT
09:39:27AM AND WE NEED SOME LAND.
09:39:29AM AND I HAVE IN MY HANDOUT ALL THE BENEFITS.
09:39:32AM AND I APPRECIATE YOUR TIME.
09:39:34AM I DON'T WANT TO GO THROUGH EVERYTHING THAT IS ALREADY HERE
09:39:37AM IN THE HANDOUT.
09:39:38AM THANK YOU VERY MUCH.
09:39:39AM >>Mayor Ribble: THANK YOU, BARBARA.
09:39:41AM WE DO HAVE YOUR HANDOUT.
09:39:43AM THANK YOU FOR THAT.
09:39:44AM >>Clerk: ONE MORE MR. BRADLEY NONS FROM ESTERO POND.
09:39:51AM >> GOOD MORNING, COUNCIL.
09:39:52AM I'M HERE NOT ONLY REPRESENTING MYSELF AND MY FAMILY BUT OVER
09:39:56AM 600 INDIVIDUALS AND FAMILIES IN THE ESTERO AREA.
09:39:59AM WE, RESIDENTS OF ESTERO, FLORIDA, SUBMIT A PETITION

09:40:04AM REQUESTING THE INSTALLATION OF A SPLASH PAD OR WATER FEATURE
09:40:09AM FOR KIDS AT ESTERO SPORTS PARK OR THE ESTERO COMMUNITY PARK.
09:40:12AM I KNOW IT HAS BEEN ON THE CONVERSATION OF RECENT.
09:40:18AM AND WE WANT TO MAKE SURE OUR REQUEST IS HEARD.
09:40:22AM OUR COMMUNITY IS HOME TO HUNDREDS OF FAMILIES WITH YOUNG
09:40:25AM CHILDREN WHO REGULARLY USE ESTERO COMMUNITY PARK AND WILL
09:40:28AM USE FUTURE ESTERO SPORTS PARK FOR OUTDOOR RECREATION.
09:40:33AM SPLASH PADS PROVIDE A SAFE, EXCESSABLE WAY FOR CHILDREN OF
09:40:37AM ALL AGES AND ABILITIES TO ENJOY WATER PLAY, LOW MAINTENANCE
09:40:42AM ENVIRONMENT INTO IS A FRIENDLY ALTERNATIVE TO TRADITIONAL
09:40:45AM POOLS AND ENHANCEMENT TO OUR COMMUNITY AND LOCAL WELL BEING
09:40:49AM FOR LOCAL RECREATION.
09:40:50AM A FENCED-IN SPLASH PAD A SAFE AND INTERACTIVE PLAY AREA FOR
09:40:55AM CHILDREN OF ALL AGES AND PROMOTES PHYSICAL ACTIVITY, SOCIAL
09:40:58AM INTERACTION AND SENSORY DEVELOPMENT, ALL WHILE HELPING
09:41:01AM FAMILIES BEAT THE FLORIDA HEAT THAT WE CAN ALL ATTEST TO HAS
09:41:04AM BEEN ROUGH THE PAST COUPLE OF MONTHS.
09:41:06AM FOR MANY PARENTS WITH YOUNG CHILDREN, TRADITIONAL SPORTS
09:41:09AM FACILITIES SUCH AS THE ONES THAT ARE PLANNED ARE GREAT, BUT
09:41:12AM NOT AS AGE-APPROPRIATE AS THOSE WITH YOUNGER CHILDREN.
09:41:16AM IF THE ESTERO SPORTS PARK IS MEANT TO BE A COMMUNITY HUB,
09:41:21AM HOW CAN IT BE IF OUR YOUNGER RESIDENTS ARE THE NOT INCLUDED.
09:41:24AM A SPLASH PAD CREATES AN INCLUSIVE RECREATIONAL OPTION.
09:41:28AM WE BELIEVE A SPLASH PAD WILL SIGNIFICANTLY ENRICH THE QUALITY
09:41:33AM OF LIFE IN ESTERO, AND WE ARE CONFIDENT THAT IT WILL BE WELL
09:41:36AM USED AND APPRECIATED ASSET AMONG FAMILIES ACROSS THE AREA.
09:41:40AM AS I MENTIONED, I AM NOT JUST HERE REPRESENTING MYSELF AND
09:41:44AM MY FAMILY BUT THE FAMILY OF OVER 600 RESIDENTS OF ESTERO
09:41:48AM THAT SIGNED A PETITION THAT IS IN YOUR E-MAIL IN-BOX THAT
09:41:52AM YOU CAN REVIEW IT WITH ALL THE COMMENTS FROM FAMILIES,
09:41:55AM INDIVIDUALS ASSOCIATED WITH THAT.
09:41:56AM SO THANK YOU FOR HEARING US OUT.
09:41:58AM >>Mayor Ribble: THANK YOU.
09:42:00AM >>Clerk: THERE ARE NO MORE.
09:42:04AM >>Mayor Ribble: OKAY.
09:42:05AM WE WILL MOVE ON TO ITEM 4-A AND B.
09:42:09AM THE COUNCIL MINUTES FROM JUNE 18 AND THE MAY 2025 FINANCIAL
09:42:17AM REPORTS.
09:42:17AM DO ANY COUNCIL MEMBERS HAVE COMMENTS OR QUESTIONS?
09:42:21AM SEEING NONE, MAY I HAVE A MOTION?
09:42:24AM COUNCILMAN HUNT AND A SECOND FROM COUNCIL MEMBER WARD.
09:42:29AM MADAM CLERK, PLEASE CALL THE ROLL.
09:42:32AM >>Jim Ward: AYE.
09:42:33AM >>Rafael Lopez: AYE.

09:42:34AM >>Lori Fayhee: AYE.
09:42:36AM >>Jon McLain: AYE.
09:42:37AM >>Jeff Hunt: AYE.
09:42:38AM >>Vice Mayor Zalucki: AYE.
09:42:40AM >>Mayor Ribble: AYE.
09:42:43AM >>Mayor Ribble: ITEM 6-A, PROPOSED MILLAGE RATE FOR THE
09:42:53AM FISCAL YEAR 2025-2026.
09:42:55AM MADAM CLERK, READ RESOLUTION APPROXIMATELY.
09:43:00AM >>Clerk: RESOLUTION 25-10, RESOLUTION OF THE VILLAGE COUNCIL
09:43:04AM AND VILLAGE OF ESTERO PROPOSED MILLAGE RATE FOR '25-'26.
09:43:10AM SETTING THE DATE, TIME AND PUBLIC HEARINGS FOR STATE LAW.
09:43:13AM DIRECTING STAFF TO TRANSMIT NECESSARILY DOCUMENTATION PER
09:43:19AM THE REQUIREMENTS OF THE FLORIDA STATUTES AND THE DEPARTMENT
09:43:22AM OF REVENUE OF THE STATE OF FLORIDA AND PROVIDING FOR AN
09:43:24AM EFFECTIVE DATE.
09:43:24AM >>Mayor Ribble: THANK YOU, STEVE, WOULD YOU LIKE TO
09:43:28AM INTRODUCE THIS FOR US.
09:43:29AM >>Steve Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
09:43:34AM COUNCIL.
09:43:34AM AS WE HAVE DONE IN YEARS PAST, KEPT THE MILLAGE RATE TO
09:43:39AM ADJUST IT AT THE CURRENT RATE WHICH IS.73.
09:43:43AM THE COUNCIL HAS THE OPTION OF LOWERING THE TAX RATE FURTHER
09:43:48AM IF YOU SO DECIDE IN SEPTEMBER WHEN YOU ADOPT THE FINAL
09:43:51AM BUDGET.
09:43:54AM I KEPT BUT HELP BUT COMMENT WE HAVE THE LOWEST PROPERTY TAX
09:43:58AM RATE IN THE STATE OF FLORIDA.
09:43:59AM AND WE GRADUALLY DROPPED OUR TAX RATE OVER THE YEARS SO WE
09:44:05AM ARE IN GOOD SHAPE ALREADY IN TERMS OF COMPARISONS TO OTHER
09:44:08AM COMMUNITIES.
09:44:08AM SO AT THIS POINT, WE ARE RECOMMENDING THAT WE STAY AT .73
09:44:13AM AND GIVING THE COUNCIL THE OPPORTUNITY TO ADJUST IT FURTHER
09:44:17AM DOWNWARDS IN SEPTEMBER.
09:44:24AM THE NOTE IS YOU CAN'T MAKE IT HIGHER, AND IT CAN ONLY GO FURTHER.
09:44:29AM >>Mayor Ribble: MADAM CLERK, ANYONE WISHES TO SPEAK.
09:44:31AM >>Clerk: NO PUBLIC COMMENT OR E-COMMENT.
09:44:34AM >>Mayor Ribble: I WILL ENTERTAIN A MOTION ON THIS.
09:44:37AM VICE MAYOR.
09:44:38AM AND A SECOND, COUNCILWOMAN LORI FAYHEE.
09:44:43AM >>Jeff Hunt: AYE.
09:44:44AM >>Jon McLain: AYE.
09:44:46AM >>Lori Fayhee: AYE.
09:44:48AM >>Rafael Lopez: AYE.
09:44:50AM >>Jim Ward: AYE.
09:44:51AM >>Vice Mayor Zalucki: AYE.

09:44:53AM >>Mayor Ribble: AYE.
09:44:54AM AGAIN, THE NEXT MEETING OF THE MILLAGE RATE PUBLIC HEARINGS
09:44:59AM SEPTEMBER 10 AT 5:05 P.M. AND SEPTEMBER 17 AT 5:05 P.M.
09:45:05AM NEXT ON AGENDA ITEM NUMBER 6-B, RESOLUTION 25-22, BUDGET
09:45:17AM AMENDMENT.
09:45:17AM CLERK, PLEASE READ THE RESOLUTION.
09:45:20AM >>Clerk: RESOLUTION 25-11.
09:45:22AM RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO
09:45:27AM APPROVING THE FIRST BUDGET AMOUNT FOR FISCAL YEAR 2024 TO
09:45:31AM 2025 TO APPROVE THE USE VILLAGE FUNDS AND TO RECOGNIZE THE
09:45:35AM AUDITED CARRY FORWARD IN EACH FUND MAKING PROVIDING FOR
09:45:39AM SEVERABILITY AND FOR AN EFFECTIVE DATE.
09:45:41AM >>Mayor Ribble: THANK YOU, STEVE, INTRODUCE THIS FOR US.
09:45:45AM >>Steve Sarkozy: THANK YOU MADAM MAYOR AND MEMBERS OF
09:45:47AM COUNCIL.
09:45:47AM THIS ITEM COMES AS A RESULT OF OUR AUDIT.
09:45:50AM OUR AUDITOR HAS RECOMMENDEDED A MODIFICATION IN THE WAY WE
09:45:54AM DO OUR BUDGET APPEAR MINOR COMMENT, BUT WHEN WE GET
COMMENTS
09:46:05AM FROM THE AUDITOR WE TRY TO BE IN FULL COMPLIANCE.
09:46:07AM TO EXPLAIN THIS FURTHER, I WOULD LIKE TO TURN IT OVER TO
09:46:10AM KEVIN GREENVILLE, OUR FINANCE DIRECTOR.
09:46:13AM >>Kevin Greenville: GOOD MORNING, MAYOR AND
09:46:23AM COUNCIL.
09:46:23AM THANK YOU, STEVE.
09:46:24AM THIS ITEM WAS PREPARED BY LINDSAY McNEIL, WHO IS OUR
09:46:30AM ACCOUNTING SUPERVISOR, AND I WILL TURN IT OVER HER TO
09:46:34AM PRESENT.
09:46:35AM >>Mayor Ribble: GOOD MORNING, LINDSEY.
09:46:37AM >> THANK YOU, STEVEN, KEVIN, THANK YOU, MAYOR AND COUNCIL.
09:46:41AM WITHIN THE VILLAGE OF ESTERO FINANCIAL RESPONSIBILITY AND
09:46:45AM MANAGEMENT STANDARDS POLICY AND PREVIOUSLY RECOMMENDED BY
09:46:48AM AUDITOR IS A MIDYEAR BUDGET AMOUNTS TO REFLECT THE CARRY
09:46:59AM FORWARD AUDITED BALANCE.
09:47:01AM TO PREVENT ANY FUND TO BE HAVE EXCESS EXPENDITURE AND IS THE
09:47:06AM PURPOSE OF THIS RESOLUTION.
09:47:07AM IF YOU LOOK AT ATTACHMENT NUMBER 4 SHOULD HAVE FOUR
09:47:10AM DIFFERENT PAGES WITH ALL THE FUNDS AND SHOWS EACH FUND AND
09:47:14AM THE ADJUSTMENTS BEING MADE.
09:47:16AM THE NEXT STEP WILL HAD BEEN TO DO A YEAR-END RECONCILIATION
09:47:20AM AND IF A BUDGET AMENDMENT IS NEEDED AT AT THIS TIME, WE WILL
09:47:24AM BRING IT FORWARD TO YOU BY THE END OF NOVEMBER AS WE HAVE 60
09:47:28AM DAYS PAST THE END OF THE FISCAL YEAR TO DO THE BUDGET
09:47:32AM AMENDMENT.

09:47:33AM >>Mayor Ribble: COUNCIL, DO YOU HAVE ANY QUESTIONS?
09:47:38AM MADAM CLERK -- OH, I AM SORRY, VICE MAYOR.
09:47:41AM >>Vice Mayor Zalucki: JUST TO BE CLEAR, THIS IS CARRY-OVER
09:47:45AM MONEY FROM PREVIOUS BUDGET YEARS?
09:47:47AM AND NO BIG CHANGES TO THE BUDGET ITSELF.
09:47:49AM A PROCEDURAL MORE THAN ANYTHING?
09:47:52AM >> THAT'S CORRECT.
09:47:52AM WHATEVER WAS ADOPTED PREVIOUSLY WILL BE REPLACED WITH THIS
09:47:56AM NEW CARRY-FORWARD BALANCE.
09:47:59AM THE FINAL NUMBERS.
09:48:01AM >>Vice Mayor Zalucki: GOTCHA.
09:48:03AM THANK YOU.
09:48:03AM >>Mayor Ribble: MADAM, ANYONE SIGNED UP TO SPEAK.
09:48:09AM >>Clerk: NO ONE SIGNED UP OR NO E-COMMENTS.
09:48:11AM >>Mayor Ribble: MOTION BY COUNCILMAN LOPEZ AND A SECOND BY
09:48:16AM COUNCILMAN McLAIN.
09:48:18AM >>Jim Ward: AYE.
09:48:21AM >>Rafael Lopez: AYE.
09:48:22AM >>Lori Fayhee: AYE.
09:48:23AM >>Jon McLain: AYE.
09:48:25AM >>Jeff Hunt: AYE.
09:48:27AM >>Vice Mayor Zalucki: AYE.
09:48:28AM >>Mayor Ribble: AYE.
09:48:29AM ITEM 6-C, RESOLUTION NUMBER 2025-12.
09:48:35AM AMENDING THE FINE CONTRIBUTIONS PLAN.
09:48:42AM >>Clerk: RESOLUTION 2025-12.
09:48:45AM RESOLUTION OF THE VILLAGE COUNCIL AND VILLAGE OF ESTERO OF
09:48:49AM THE CONTRIBUTION RETIREMENT PLAN FOR THE CITIZENS OF ESTERO.
09:48:56AM AND PROVIDING FOR AN EFFECTIVE DATE.
09:48:58AM >>Mayor Ribble: STEVE, WOULD YOU LIKE TO INTRODUCE THIS.
09:49:01AM >>Steve Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
09:49:04AM COUNCIL.
09:49:04AM TO CLARIFY THIS BY WAY OF BACKGROUND, THE VILLAGE STAFF HERE
09:49:08AM IN ESTERO DOES NOT HAVE A PENSION PER SE.
09:49:13AM AND THAT ALLOWS US TO CARRY FORWARD EACH YEAR WITHOUT ANY
09:49:18AM PENSION LIABILITIES UNLIKE MOST CITIES IN THE STATE AND
09:49:21AM AROUND THE COUNTRY.
09:49:22AM SO WE RELY ON 457 AND 401-A PROGRAMS, WHICH ARE DEFINED
09:49:31AM CONTRIBUTION PROGRAMS UNDER THE IRS TAX CODE FOR EMPLOYEES
09:49:37AM TO PAY THEIR OWN RETIREMENT, IF YOU WILL.
09:49:39AM THE VILLAGE CONTRIBUTES TO THAT, BUT THIS ACTION PROPOSES AN
09:49:45AM ADDITION TO THOSE OPTIONS ENTIRELY AT THE DISCRETION OF THE
09:49:51AM EMPLOYEES.
09:49:51AM IT COMES TO THE VILLAGE COUNCIL WITHOUT A FINANCIAL IMPACT

09:49:57AM PER SE ON THE COUNCIL.
09:49:59AM THERE IS NO COST TO THE VILLAGE, BUT IF IT PROVIDES ANOTHER
09:50:03AM WAY FOR EMPLOYEES TO BANK FOR RETIREMENT.
09:50:08AM SO FINANCE DIRECTOR KEVIN GREENVILLE.
09:50:12AM HE HAS PREVIOUSLY BRIEFED COUNCIL, IF YOU HAVE ANY
09:50:15AM QUESTIONS.
09:50:18AM BUT THIS ONE COMES TO YOU WITH A RECOMMENDATION FOR
09:50:20AM APPROVAL.
09:50:20AM >>Mayor Ribble: ARE THERE ANY QUESTIONS?
09:50:26AM >>Jim Ward: STEVE, JUST WONDER WHAT THE ACTUAL CHANGE IS.
09:50:28AM I SEE WHAT YOU ARE PROPOSING.
09:50:30AM WHAT IS THE CHANGE FROM WHERE IT IS TODAY?
09:50:34AM >>Steve Sarkozy: LET ME HAVE KEVIN COME FORWARD.
09:50:36AM WE HAVE A -- LET KEVIN EXPLAIN.
09:50:39AM >>Kevin Greenville: THANK YOU, STEVE.
09:50:41AM COUNCIL MEMBER WARD, RIGHT NOW EMPLOYEES ARE ELIGIBLE TO
09:50:46AM CONTRIBUTE INTO A 457-B WHICH IS LIKE A 401(K) BUT FOR
09:50:51AM GOVERNMENTS.
09:50:51AM IN ADDITION TO THAT, THE VILLAGE MATCHES A CERTAIN
09:50:56AM PERCENTAGE INTO A 401-A.
09:50:58AM SORT OF THE REASONING BEHIND THAT IS IT ALLOWS THE EMPLOYEE
09:51:03AM TO CONTRIBUTE THE MAXIMUM TO THEIR 457-B AND TAX-DEFERRED
09:51:09AM INTO A 401-A.
09:51:10AM THE IRS LAW ACTUALLY ALLOWS US TO -- IF WE AMEND THE PLAN
09:51:15AM WHICH IS WHAT THIS IS DOING FOR EMPLOYEES TO CONTRIBUTE AN
09:51:17AM ADDITIONAL TAX-DEFERRED AMOUNT INTO THIS 401-A.
09:51:22AM SO THAT WOULD JUST BE -- IT IS BASICALLY AN ADDITIONAL TAX
09:51:26AM DIVERT CONTRIBUTION TOTALLY AT THE EMPLOYEE'S COST JUST TO
09:51:30AM GIVE THAT TAX-DEFERRED BENEFIT TO EMPLOYEES THEY WANT TO PUT
09:51:34AM MORE MONEY.
09:51:35AM ADDITIONALLY, THEY ARE ALSO RECOMMENDING A ONE-YEAR VESTING
09:51:40AM TIMELINE FOR NEW EMPLOYEES, WHICH WOULD JUST BE FOR THEIR
09:51:44AM 401-A EMPLOYER CONTRIBUTIONS.
09:51:46AM WE BELIEVE THAT AN EMPLOYEE SHOULD WORK HERE FOR A YEAR.
09:51:49AM THEY ARE PROBATIONARY ANYWAY FOR THAT FIRST YEAR AND
09:51:54AM RECOMMENDING THAT AS AN ADDITIONAL PROTECTION TO THE
09:51:56AM VILLAGE.
09:51:57AM >>Jim Ward: SO IS THE CHANGE FROM WHAT THEY ARE DOING TODAY
09:51:59AM TO 10.5%?
09:52:02AM IS IT AN INCREASE OF 10%?
09:52:05AM >>Kevin Greenville: NO, NO INCREASE.
09:52:07AM AN EMPLOYEE WHO CONTRIBUTES 2.5% INTO THEIR 457-B, VILLAGE
09:52:14AM MARCH 10.5 INTO A 401-A.
09:52:17AM ALLOWS EMPLOYEES TO PUT MORE MONEY IN THE 401-A.

09:52:21AM NO ADDITIONAL COST TO THE VILLAGE AT ALL.
09:52:23AM JUST ANOTHER ENHANCEMENT THAT -- AN ADDITIONAL BENEFIT AT NO
09:52:27AM COST TO THE VILLAGE.
09:52:28AM >> ONE-YEAR VESTING IS STANDARD ACROSS THE BOARD
09:52:33AM BASICALLY?
09:52:34AM >>Kevin Greenville: YEAH, I THINK SOME WILL DO FIVE YEARS,
09:52:37AM THREE YEARS AS A PERCENTAGE OF VESTING.
09:52:40AM WE THINK ONE YEAR IS EVEN IF FOR US AND PROTECTS THE
09:52:44AM VILLAGE.
09:52:44AM >> THANK YOU.
09:52:45AM >>Mayor Ribble: ANY OTHER QUESTIONS?
09:52:48AM MADAM CLERK, ANY PUBLIC COMMENT?
09:52:56AM >>Clerk: NO PUBLIC COMMEND AND NO E-COMMENTS.
09:52:59AM >>Mayor Ribble: MOTION BY COUNCIL HUNT AND COUNCIL MEMBER
09:53:05AM LORI FAYHEE.
09:53:06AM >>Lori Fayhee: AYE.
09:53:07AM >>Jon McLain: AYE.
09:53:08AM >>Jim Ward: AYE.
09:53:10AM >>Vice Mayor Zalucki: AYE.
09:53:11AM >>Mayor Ribble: AYE.
09:53:13AM >>Mayor Ribble: I HAVE HERE 6-E.
09:53:31AM UTILITY EXPANSION PROGRAM --
09:53:33AM >>Clerk: EXCUSE ME.
09:53:34AM 6-D.
09:53:36AM >>Mayor Ribble: 6-D.
09:53:38AM THAT'S WHAT I THOUGHT.
09:53:39AM THANK YOU.
09:53:41AM SERVICES REQUEST FOR PROPOSALS RFP 101125.
09:53:47AM LET'S SEE, STEVE.
09:53:48AM CAN YOU INTRODUCE US THAT TO US.
09:53:51AM >>Steve Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
09:53:53AM THIS BID FOR BANKING SERVICES IS RELATIVELY NEW ITEM.
09:54:00AM ORIGINALLY WHEN THE VILLAGE WAS FORMED IN 2015, WE WENT OUT
09:54:04AM FOR BANKING SERVICES, SOLICITED PROPOSAL AND HAD A NUMBER OF
09:54:11AM GOOD RESPONSES AND SELECTED OUR CURRENT PROVIDER.
09:54:14AM THIS HAS BEEN A LONG TIME SINCE WE REBID THIS.
09:54:18AM AND THE VILLAGE OF ESTERO, BECAUSE OF OUR STRONG FINANCIAL
09:54:24AM POSITION, IS A VERY ATTRACTIVE ACCOUNT TO VARIOUS BANKS.
09:54:29AM WE HEARD FROM THE BANKS OF OUR AAA BOND STATUS, OUR MY
09:54:36AM RESERVES AND OUR CURRENT BUDGET IS VERY ATTRACTIVE MARKET.
09:54:40AM AND AS A RESULT, WE HAD SIX VERY GOOD PROPOSALS THAT WERE
09:54:44AM SUBMITTED TO THE VILLAGE.
09:54:46AM CONSISTENT WITH THE WAY WE DO OUR SELECTION PROCESS FOR
09:54:51AM OUTSIDE VENDORS, OF THE SIX, WE NARROWED IT DOWN TO FOUR

09:54:56AM FINALISTS.
09:54:57AM AND WENT THROUGH A SECOND SET OF INTERVIEWS WITH THOSE FOUR
09:55:03AM FINALISTS.
09:55:03AM AT THIS POINT THEN, I WOULD LIKE TO TURN THE PRESENTATION
09:55:08AM OVER TO KEVIN GREENVILLE.
09:55:09AM KEVIN AND HIS STAFF WILL BE REGULAR USERS OF THE BANKING
09:55:13AM SERVICES.
09:55:14AM AND KEVIN COORDINATED THE SEARCH PROCESS AND THE SERIES OF
09:55:23AM QUESTIONS AND REVIEWS THAT WE HAD WITH THOSE FOUR FINALISTS.
09:55:26AM KEVIN.
09:55:27AM >>Kevin Greenville: THANK YOU, STEVE.
09:55:29AM GOOD MORNING, MAYOR AND COUNCIL, AGAIN.
09:55:34AM WE PUT OUT A REQUEST FOR PROPOSALS FOR BANKING SERVICES.
09:55:38AM THAT IS OUR ONLINE BANKING SERVICES.
09:55:41AM IN ADDITION TO THAT, WE ALSO REQUESTED A LETTER OF CREDIT
09:55:47AM AND ALSO POTENTIAL SOME DEBT ISSUANCE FOR THE THREE OAKS
09:55:54AM PROPERTY PURCHASE BACK IN JANUARY OF '24.
09:55:56AM WE INITIALLY RECEIVED SIX BIDS FROM SIX GOOD BANKS.
09:56:01AM WE SHORT-LISTED THEM DOWN TO FOUR.
09:56:03AM AND WE CALLED THEM IN.
09:56:06AM DID INTERVIEWS WITH THE BANKS.
09:56:08AM WE SCORED THEM.
09:56:10AM WE RANKED THEM.
09:56:11AM AND WE ARE RECOMMENDING YOU GUYS TO APPROVE OUR RANKINGS.
09:56:15AM THE FINAL RANKINGS WAS SYNOVOUS BANK WAS NUMBER ONE.
09:56:22AM WE JUST BELIEVED THAT THEY PROVIDED THE -- JUST THE BEST
09:56:26AM SUITE OF SERVICES FOR US.
09:56:28AM IT WAS VERY CLOSE.
09:56:30AM THERE WERE FOUR REALLY GOOD BANKS.
09:56:32AM THEY WERE SPLITTING HAIRS DECIDING.
09:56:34AM WE JUST BELIEVE SYNOVOUS, THEY OFFERED US SORT -- THEY ARE A
09:56:39AM BIG BANK AND IS THE LARGEST DEPOSITORY IN THE STATE.
09:56:43AM THEY OFFERED US GOOD TERMS WITH OUR LOAN WHILE WE ARE GOING
09:56:47AM TO NEGOTIATE THAT HARDER AND BRING IT BACK TO YOU GUYS.
09:56:50AM THEY HAVE A DEDICATED GOVERNMENT TEAM.
09:56:52AM THEY ARE LOCAL.
09:56:53AM THEY DO A LOT OF GOVERNMENT BANKING.
09:56:55AM WE FEEL COMFORTABLE WITH THEM.
09:56:57AM AGAIN, IT WAS VERY CLOSE.
09:56:59AM WE ARE VERY APPRECIATIVE OF ALL THE BANKS THAT RESPONDED.
09:57:02AM WITH THAT, I WILL BE HAPPY TO ANSWER ANY QUESTIONS.
09:57:05AM >> IS THE CREDIT ASSOCIATED WITH THIS OR THE LOAN?
09:57:13AM >>Kevin Greenville: WELL, WE WILL BRING THAT BACK TO
09:57:15AM APPROVAL.

09:57:15AM WE ARE STILL WORKING THAT OUT.
09:57:16AM AND WE ARE GOING TO NEGOTIATE THAT WITH THE BANK.
09:57:20AM WE ARE TRYING TO OFFER THEM THE DEBOSS ACCOUNT.

09:57:30AM >>Mayor Ribble: VICE MAYOR:
09:57:32AM >>Vice Mayor Zalucki: THANK YOU, MAYOR.
09:57:34AM KEVIN, I LOOK AT THE EVALUATION SHEET, AND I WAS JUST
09:57:39AM CURIOUS, YOU SAID SIZE IN TERMS.
09:57:43AM THAT IS WHY YOU WENT.
09:57:45AM ANYTHING THAT STOOD OUT IN THE RANKINGS OF THE PARTICULAR
09:57:49AM BANKS THAT LED YOU TO MAKE THE DECISION WITH THEM, IN
09:57:53AM PARTICULAR?
09:57:54AM >> YEAH, I DEFINITELY SAY CUSTOMER SERVICE.
09:57:57AM THEY HAVE A DEDICATED GOVERNMENT TEAM.
09:57:59AM THEY OFFERED A VERY STRAIGHTFORWARD APPROACH.
09:58:02AM ONE BANK ACCOUNT THAT EARNS THE FED FUNDS RATE MINUS 2.5
09:58:11AM BASIS.
09:58:14AM 2.5%.
09:58:15AM TRUIST 1%.
09:58:17AM ALL THE MONEY WE INVESTED IN THE FLORIDA CLASS.
09:58:20AM THAT IS THE BIG THING THAT DIFFERENTIATING THEM.
09:58:24AM THEIR SIMPLE BANKING SERVICE AND SIMPLE WAY OF THE BANK
09:58:28AM ACCOUNT AND THE AMOUNT WE EARN IN THE EXCESS FUNDS.
09:58:32AM >>Vice Mayor Zalucki: KIND OF INTEREST DRIVEN AS WELL?
09:58:35AM >>Kevin Greenville: ABSOLUTELY.
09:58:36AM >>Vice Mayor Zalucki: IF COUNCIL MEMBER WARD WANTS TO
09:58:41AM COMMENT.
09:58:41AM >>Mayor Ribble: COUNCILMAN WARD.
09:58:44AM >>Jim Ward: I COMMEND KEVIN AND STEVE AND THE PROCESS WE
09:58:48AM WENT THROUGH.
09:58:48AM STEVE.
09:58:52AM ANDEN INDICATED A CLOSE PROCESS AND REVIEW.
09:58:57AM THE RATINGS WENT FROM -- THE ORIGINAL RATING WENT FROM 8.3
09:59:02AM TO 7.3.
09:59:03AM AND REALLY AS I LOOKED AT IT, IT WAS A SENSE OF LOOKING AT
09:59:07AM THE PRESENTATIONS FROM THE STYLE OF THE PRESENTATION, THE
09:59:11AM DEPTH OF THE PRESENTATION, AND THE CLARITY OF THE
09:59:14AM PRESENTATION.
09:59:15AM AND THERE WERE NUANCES.
09:59:16AM THERE WERE DIFFERENCES BETWEEN EACH OF THE BANKS.
09:59:18AM THE SECOND PART WAS LOOKING AT THE ECONOMICS WHICH YOU JUST
09:59:22AM REFERRED TO.
09:59:23AM AND MOST OF THE BANKS IN CLOSE OF THE ECONOMICS.
09:59:27AM AGAIN SOME NUANCES AND SOME DIFFERENCES.

09:59:30AM SOME OFFERED FIXED RATES.
09:59:32AM SOME OFFERED VARIABLE RATES.
09:59:34AM OTHER THING PART OF THE PROCESS IS EACH OF THE BANKS WERE
09:59:38AM WILLING TO NEGOTIATE AND THEY WERE FLEXIBLE.
09:59:40AM AS WE PRESENTED OPTIONS TO THEM, THEY RESPONDED TO THOSE
09:59:43AM OPTIONS.
09:59:44AM THEY WERE FLEXIBLE.
09:59:45AM IF WE HAD A PROBLEM WITH A CERTAIN RATE, THEY SAID THEY
09:59:49AM COULD COME BACK AND LOOK AT THAT RATE.
09:59:51AM THERE IS A LOT OF FLEXIBILITY IN IT.
09:59:54AM I THINK WHAT KEVIN SAID, WHAT IT REALLY CAME DOWN TO IS
09:59:58AM SERVICE AND THE AMOUNT OF GOVERNMENTAL EXPERIENCE THAT THEY
10:00:01AM HAVE IN THEIR PRIOR BANKING RELATIONSHIPS WITH OTHER
10:00:04AM GOVERNMENTAL INSTITUTIONS AND SYNOVOUS REALLY STOOD OUT IN
10:00:09AM THAT REGARD AS DID BANK UNITED.
10:00:12AM OTHER BANK DID A VERY NICE PRESENTATION.
10:00:18AM REALLY IMPRESSED WITH THE STAFF THEY BROUGHT IN THEIR VP.
10:00:24AM THE STAFF WAS ALL LOCAL.
10:00:26AM FINE MARK DID A NICE PRESENTATION, BUT THEY ARE COMMITTED TO
10:00:31AM THE ESTERO COMMUNITY AND I THINK THAT WAS PART OF THE
10:00:33AM PROCESS THAT WE LOOKED AT.
10:00:34AM BUT AT THE END OF THE SAY, SYNOVOUS PRESENTED THE BEST
10:00:38AM PACKAGE AVAILABLE TO US BOTH ECONOMICALLY AND COST OF
10:00:41AM SERVICE.
10:00:42AM >>Vice Mayor Zalucki: FOLLOW-UP.
10:00:46AM KEVIN, A CONTRACT TERM WITH SYNOVOUS?
10:00:50AM ARE YOU GO TO LOOK AT THINGS AGAIN IN A YEAR OR TWO.
10:00:53AM WHAT IS THE TIMELINE?
10:00:55AM >>Kevin Greenville: TIMELINE, IF YOU APPROVE THE BANKING, WE
10:00:58AM WILL ENTER INTO NEGOTIATIONS WITH SYNOVOUS.
10:01:00AM WE WANT TO GET OUR ONLINE BANKING, GET THAT AGREEMENT SET.
10:01:06AM SO -- I'M NOT SURE THE TERMS OF THAT YET, BUT WE ARE -- THIS
10:01:12AM SUMMER WE INTEND TO TRANSITION TO ONLINE BANKING.
10:01:16AM THEY WILL WAIVE ALL IMPLEMENTATION FEES AND WAIVE ANY BANK
10:01:21AM FEES FOR THE FIRST THREE MONTHS.
10:01:22AM AS PART OF THAT WE WILL NEGOTIATE A LINE OF CREDIT AND DEBT
10:01:26AM AND WE WILL BE BRINGING THAT FORWARD TO YOU GUYS FOR
10:01:28AM APPROVAL WHEN YOU COME BACK FROM YOUR RECESS.
10:01:30AM AND, AGAIN, IF SYNOVOUS, IF WE CAN'T COME TO TERMS WITH
10:01:35AM THEM, WE WILL GO TO BANK NUMBER TWO.
10:01:37AM THAT IS WHY WE ARE DOING THE RANKINGS AS WELL.
10:01:40AM BECAUSE WE WILL NEGOTIATE.
10:01:41AM >>Vice Mayor Zalucki: SOUNDS LIKE AN AGREEMENT AS FAR AS
10:01:44AM CONTRACTUAL TERMS.

10:01:48AM SOMETHING GOES SIDEWAYS AND YOU DECIDE TO GO IN A DIFFERENT
10:01:52AM DIRECTION, YOU CERTAINLY CAN?
10:01:54AM >>Kevin Greenville: MOST BANKING ACCOUNTS YOU CAN LEAVE WHEN
10:01:57AM YOU WANT TO.
10:01:57AM >>Robert Eschenfelder: THE TERM IS LESS IMPORTANT BECAUSE
10:02:04AM THERE WILL BE A TERMINATION CLAUSE TO ALLOW EITHER SIDE TO
10:02:07AM PULL OUT IF WE DECIDE TO GO IN A DIFFERENT DIRECTION.
10:02:11AM >>Vice Mayor Zalucki: THANK YOU.
10:02:12AM >>Mayor Ribble: ANY OTHER QUESTIONS?
10:02:15AM MADAM CLERK, ANY PUBLIC COMMENT.
10:02:18AM >>Clerk: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:02:21AM >>Mayor Ribble: MOTION TO APPROVE THE SCORING RUININGYING.
10:02:24AM >>Lori Fayhee: SO MOVED.
10:02:26AM >>Jim Ward: SECOND.
10:02:29AM >>Mayor Ribble: MADAM CLERK, PLEASE CALL THE ROLL.
10:02:33AM >>Jim Ward: AYE.
10:02:34AM >>Rafael Lopez: AYE.
10:02:35AM >>Lori Fayhee: AYE.
10:02:37AM >>Jon McLain: AYE.
10:02:39AM >>Jeff Hunt: AYE.
10:02:40AM >>Vice Mayor Zalucki: AYE.
10:02:42AM >>Mayor Ribble: AYE.
10:02:43AM ALL RIGHT, 6-E, UTILITY EXPANSION PROGRAM, PHASE ONE,
10:02:49AM CONSTRUCTION MANAGER AT RISK CONTRACT, GUARANTEED MAXIMUM
10:02:53AM PRIE ADDENDUM 01, CYPRESS BEND.
10:02:56AM STEVE, WILL YOU INTRODUCE THIS TO US.
10:03:01AM >>Steve Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
10:03:04AM A LONG TIME THAT WE HAVE BEEN WORKING ON THE UTILITY
10:03:07AM EXTENSION PROGRAM.
10:03:08AM AS A CENTRAL THEME FOR THE VILLAGE.
10:03:11AM ABOUT FOUR OR FIVE YEARS AGO, WE IDENTIFIED 12 DIFFERENT
10:03:17AM NEIGHBORHOODS THAT DID NOT HAVE WATER OR SEWER.
10:03:22AM AND OUR EFFORT IS ADOPTED BY COUNCIL AT THAT TIME TO
10:03:30AM SYSTEMATICALLY UPGRADE THOSE NEIGHBORHOODS BEGINNING FIRST
10:03:35AM WITH THOSE THAT HAVE MOST SEVERE PROBLEMS AND THE
10:03:38AM NEIGHBORHOODS THAT ARE CLOSEST TO IT THE RIVER IN AN EFFORT
10:03:41AM TO TRY TO ELIMINATE POLLUTION INTO THE RIVER.
10:03:44AM TODAY, WE ARE LOOKING AT TWO DIFFERENT COMMUNITIES AS THE --
10:03:51AM AS THE FIRST COMMUNITIES IN THAT IMPLEMENTATION PROCESS.
10:03:54AM THE FIRST HERE UNDER THIS SECTION FOR COUNCIL'S
10:04:00AM CONSIDERATION IS THE COMMUNITY OF CYPRESS BEND ON U.S 41.
10:04:06AM AND WE WOULD LIKE TO HAVE THE COUNCIL CONSIDER A CONTRACT
10:04:12AM FOR THE CONSTRUCTION OF THIS PROJECT AND THE NOTICE TO
10:04:18AM PROCEED.

10:04:18AM I WOULD LIKE TO TURN IT OVER TO DAVID WILLEMS -- SORRY,
10:04:24AM ROBERT RILEY TO EXPLAIN THE PROCESS AND WHAT ACTUALLY WILL
10:04:30AM BE DONE AS PART OF THE CONTRACT FOR COUNCIL CONSIDERATION.
10:04:33AM ROBERT.
10:04:33AM >>Mayor Ribble: GOOD MORNING, ROBERT.
10:04:35AM >> THE PROJECT AS STEVE DESCRIBED IS IN CYPRESS BEND.
10:04:38AM IT IS AN OLD WASTEWATER PLANT.
10:04:40AM IT IS A PRIVATE PLANT.
10:04:41AM AND SO THE CONTRACT THAT WE ARE PROPOSING TO COME BEFORE YOU
10:04:45AM WITH WRIGHT CONSTRUCTION.
10:04:46AM THEY ARE THE CONSTRUCTION MANAGER AT RISK WITH THE
10:04:52AM GUARANTEED MAXIMUM PRICE.
10:04:53AM THEY HAVE PROVIDED THIS DOCUMENTATION TO US WHICH IS IN YOUR
10:04:59AM PACKET.
10:04:59AM YOU CAN SEE WHAT IT IS.
10:05:00AM IT HAS A CONSTRUCTION PRICE -- TRYING TO USE MY BIFOCALS
10:05:06AM HERE AND NOT TOO GOOD.
10:05:07AM SORRY.
10:05:08AM IT IS 2,120,269.
10:05:13AM THAT IS THE GUARANTEED MAXIMUM PRICE.
10:05:16AM IF THEY COME UNDER THAT, THAT IS BETTER FOR EVERYONE.
10:05:19AM BUT THE PROJECT, AS WAS MENTIONED, IS DESCRIBED GETTING RED
10:05:24AM OF THE PACKAGE PLANT CONNECTING UP TO LEE COUNTY UTILITIES.
10:05:27AM WE ALREADY HAVE THE EASEMENTS FOR IT.
10:05:29AM EVERYTHING IS READY TO ROLL.
10:05:30AM WE HAVE THE PERMITS AND WE ARE ASKING FOR YOU APPROVE THIS
10:05:35AM CONTRACT FOR THEM TODAY.
10:05:36AM >>Mayor Ribble: ANY QUESTIONS?
10:05:39AM >>Vice Mayor Zalucki: MAYOR.
10:05:39AM >>Mayor Ribble: GEORGE.
10:05:42AM >>Vice-Mayor Zalucki: THANK YOU, ROBERT.
10:05:43AM JUST A QUESTION ON THE CONTRACT ITSELF.
10:05:48AM THE BACK, WE ARE TALKING ABOUT ALSO THE SHARED PORTION WITH
10:05:53AM THE COMMUNITY AS WELL, RIGHT, CYPRESS BEND BEND?
10:05:56AM >> THE SHORT PORTION DISCUSSION IS JUST FOR YOUR
10:05:59AM CONSIDERATION TODAY.
10:05:59AM WE ARE ONLY LOOKING FOR CONTRACT APPROVAL.
10:06:01AM WE WILL BE COMING BACK WITH THAT LATER ON.
10:06:04AM >>Vice Mayor Zalucki: LATER ON, IN THE FUTURE, NOT TODAY?
10:06:08AM >> YES, SIR, AS WE GET CLOSE TO FINAL CONSTRUCTION OF THE
10:06:12AM COST, WE WILL BE IN DISCUSSION WITH YOU FOR THE COST
10:06:15AM PROPORTIONS.
10:06:15AM >>Vice Mayor Zalucki: THANK YOU.
10:06:16AM >>Jeff Hunt: ROBERT.

10:06:20AM ESTERO PARKWAY HAS JUST BEEN REDONE AND THE FORCED MAIN
10:06:27AM AND WATER CONTINUE TO THE NORTH SIDE OF ESTERO PARKWAY.
10:06:29AM WILL WE HAVE TO MAKE A CUT AND GET INTO THE FORCE MAIN IN
10:06:33AM THE WATER UNDER THE --
10:06:36AM >>SPEAKER: THAT PROJECT, THEY USE HORIZONTAL KALE TO GO
10:06:39AM UNDER AND POP UP.
10:06:40AM >>Jon McLain: AND GOES IN.
10:06:41AM >> COMES UP AND TIES IN.
10:06:43AM YES, SIR.
10:06:44AM >>Jon McLain: AS STEVE INDICATED ,THIS IS A LONG DISCUSSION
10:06:48AM AND I AM SURE THERE WILL BE TWO COMMUNITIES THAT ARE HAPPY
10:06:53AM WITH THIS BEING RESOLVED.
10:06:54AM SO GOOD JOB GETTING US TO WHERE WE ARE.
10:06:58AM >>Mayor Ribble: ANY OTHER QUESTIONS?
10:07:01AM IS THERE ANY PUBLIC COMMENT?
10:07:03AM >>Clerk: NO PUBLIC COMMENT AND NO E COMMENTS.
10:07:06AM >>Mayor Ribble: CAN WE HAVE A MOTION?
10:07:08AM COUNCILMAN McLAIN AND COUNCILMAN LOPEZ.
10:07:14AM CLERK, PLEASE CALL THE ROLL.
10:07:16AM >>Jeff Hunt: AYE.
10:07:17AM >>Jon McLain: AYE.
10:07:18AM >>Lori Fayhee: AYE.
10:07:20AM >>Rafael Lopez: AYE.
10:07:23AM >>Jim Ward: AYE.
10:07:25AM >>Vice Mayor Zalucki: AYE.
10:07:26AM >>Mayor Ribble: AYE.
10:07:27AM ITEM 6-F.
10:07:30AM UTILITY EXPANSION PROGRAMS PHASE ONE.
10:07:33AM CONSTRUCTION MANAGER AT RISK CONTRACT.
10:07:35AM GUARANTEED MAXIMUM PRICE, ADDENDUM 02, SUNNY GROVE.
10:07:41AM STEVE, WILL YOU PLEASE INTRODUCE THIS.
10:07:45AM >>Steve Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
10:07:48AM THIS IS SIMILAR TO THE ITEM YOU JUST TOOK ACTION ON, BUT
10:07:52AM THIS ONE, IN THIS CASE, THIS INVOLVES THE SUNNY GROVE PARK
10:07:58AM OFF OF U.S 41 JUST ON SET ON THE WEST SIDE OF THE STREET,
10:08:03AM OPPOSITE THE FIRE STATION AT COUNTY ROAD D AND U.S 41 AND
10:08:08AM JUST NORTH OF THE RIVER AND NORTH OF THE STATE PARK.
10:08:11AM SUNNY GROVE, MUCH LIKE CYPRESS BEND, HAS HAD ONGOING
10:08:18AM PROBLEMS WITH THEIR PACKAGE WASTEWATER TREATMENT PLANT, AND
10:08:22AM THIS PROJECT WILL CORRECT THAT BY PROVIDING OUTFALLS FOR THE
10:08:32AM SANITARY SEWER TO THE NEW FORCE MAIN ALONG SOUTH AM MIAMI
10:08:37AM TRAIL.
10:08:37AM CIRCUMSTANCES ARE DIFFERENT.
10:08:39AM AND THE FINANCIAL STRUCTURE IS DIFFERENT AND ESSENTIALLY THE

10:08:43AM OUTCOME OF THE PREVIOUS PROJECT.
10:08:46AM TURN IT OVER TO ROBERT RILEY FOR EXPLANATION.
10:08:49AM >> YES, THANK YOU, SIR.
10:08:50AM AS YOU SAID, THIS PROJECT IS SIMILAR TO CYPRESS BEND.
10:08:53AM JUST A DIFFERENT LOCATION.
10:08:54AM ONE THING WE HAD FOR QUITE A WHILE ON THIS PROJECT WAS
10:08:58AM ACTUALLY GETTING THE EASEMENT FROM THE STATE SO THE FORCE
10:09:01AM MAIN COMING OUT WILL BE ON THE STATE PARKLANDS AND GOES
10:09:05AM UNDERNEATH 41.
10:09:07AM ONE SLIGHT DIFFERENCE WE HAD TO WORK WITH BECAUSE THE STATE
10:09:12AM DIDN'T WANT US TO AND FINALLY ALLOWED US TO BECAUSE THEY
10:09:15AM WANT TO BE CONNECTED TO THE SAME FORCE MAIN AS WE UPGRADE
10:09:18AM OUR SYSTEM.
10:09:19AM WE HAVE A MULTIPLE BENEFIT WITH THIS PROJECT.
10:09:21AM BUT OTHERWISE, THE SAME SITUATION WITH CYPRESS BEND WITH
10:09:25AM WREATH CONSTRUCTION WITH A GUARANTEED MAXIMUM PRICE.
10:09:29AM >>Mayor Ribble: ANY QUESTIONS?
10:09:31AM GO AHEAD, MR. WARD.
10:09:33AM >>Jim Ward: REFRESH MY MEMORY.
10:09:35AM ADDRESSING THIS TO STEVE OR ROBERT.
10:09:37AM A STATE OR FEDERAL REQUIREMENT THIS BE DONE?
10:09:40AM I KNOW IT IS A BENEFIT OF THE COMMUNITY OF ESTERO AND SUNNY
10:09:43AM IS GROVE, BUT I AM WONDERING, IS -- ARE WE BEING MANDATED IN
10:09:49AM WAY, SHAPE OR FORM BY FEDERAL OR STATE REGULATIONS TO HAVE
10:09:53AM THIS DONE.
10:09:53AM >> WE ARE NOT AT THIS TIME.
10:09:56AM THIS IS ONE OF THOSE WE ARE TRYING TO APPROVE THE ABILITY OF
10:09:59AM THE WATER QUALITY AND THE ESTERO RIVER.
10:10:00AM WE HAVE AN IMPAIRED WATER QUALITY DESIGNATION.
10:10:03AM BUT WE ARE NOT NOT THE WORST CASE YET.
10:10:07AM AND WE ARE TRYING TO GET AHEAD OF THE GAME AND NOT HAVE IT
10:10:11AM DEGRADE AND END UP WITH THE DEPARTMENT OF NATURAL PROTECTION
10:10:16AM FROM THE STATE COMING DOWN TO FORCE US TO DO IT.
10:10:18AM AVOIDING SOMETHING THAT WILL COME IN THE FUTURE IF WE DON'T
10:10:21AM AT LEAST DO SOME IMPROVEMENTS.
10:10:22AM >>Jim Ward: THANK YOU.
10:10:24AM >>Mayor Ribble: YES?
10:10:27AM >>Jon McLain: ROBERT, I SAW A COUPLE OF E-MAILS WE RECEIVED
10:10:31AM FROM SUNNY GROVE CHIEF FINANCIAL OFFICER, I BELIEVE, AND
10:10:34AM SOMEBODY ELSE.
10:10:35AM TODAY WE ARE ONLY APPROVING THE CONSTRUCTION MANAGER AT
10:10:40AM RISK.
10:10:40AM I THINK THEY ARE CONCERNED WHAT I READ WAS THE COST AS
10:10:48AM ILLUSTRATED IN THE HANDOUT WE RECEIVED IS $14,000 PER

10:10:51AM INDIVIDUAL LOT OWNER.
10:10:52AM WE GOT SOME WAYS THAT WE CAN DO THAT.
10:10:54AM BUT WE ARE NOT PAYING ATTENTION TO THAT TODAY.
10:10:56AM WE ARE DOING THE CONSTRUCTION MANAGER, BECAUSE THEY -- IN
10:11:00AM THEIR E-MAILS INDICATED THEY WANTED A LITTLE MORE TIME TO
10:11:03AM FIGURE OUT HOW THEY ARE GOING TO AFFECT THE COST OF THIS
10:11:08AM THING.
10:11:08AM >> YES, SIR.
10:11:09AM WE ARE IN A CONFERENCE CALL WITH THEM YESTERDAY, WITH ALL
10:11:13AM THREE INDIVIDUALS THAT SUBMITTED THE E-COMMENTS AND
10:11:16AM EXPLAINED TO THEM WHILE WE ARE IN CONSTRUCTION, THAT'S WHEN
10:11:19AM THIS GETS WORKED OUT.
10:11:20AM OTHER THING WE ARE LOOKING AT DOING IS REAPPLYING FOR
10:11:23AM ANOTHER STATE WATER QUALITY GRANT.
10:11:25AM NOW, OUR CHANCES OF GETTING IT, WE DON'T KNOW.
10:11:28AM WE GOT DENIED THE PAST FISCAL YEAR, BUT A GUARANTEED NO IF WE
10:11:34AM DON'T ASK AGAIN.
10:11:35AM WHEN WE TALKED TO THE STATE PEOPLE, THEY SAID WE HAVE A GOOD
10:11:38AM APPLICATION BUT WE DIDN'T RANK AS HIGH AS OTHERS WHO ARE IN
10:11:41AM THE MORE ADVANCED, MORE CRITICAL WATER QUALITY SITUATION.
10:11:44AM WE ARE GOING TO TRY AGAIN, A AND HOPEFULLY WE WILL BE
10:11:48AM SUCCESSFUL THIS TIME.
10:11:49AM WE WILL DISCUSS THE ACTUAL FISCAL IMPLICATIONS LATER ON.
10:11:53AM THIS IS JUST A CONTRACT TO GET US STARTED.
10:11:56AM >>Jon McLain: THE GRANT WE ARE LOOKING AT IS ONLY FOR SUNNY
10:11:59AM GROVE?
10:12:00AM IT WOULD ONLY BE USED FOR THAT?
10:12:02AM >> THERE ARE -- OKAY, AS FAR AS THE GRANT THAT HIS SPEAKING
10:12:05AM OF THERE, THERE ARE GRANT APPLICATIONS.
10:12:07AM WE ARE GOING TO BE RESUBMITTING FOR CYPRESS BEND, ESTERO
10:12:16AM VILLAGE AND SUBMIT ALL THREE APPLICATIONS TO SEE IF WE
10:12:21AM ARE SUCCESSFUL WITH ANY OR ALL OF THEM.
10:12:23AM WE HAVE AN EXISTING STATE GRANT ALREADY THAT WILL PROVIDE
10:12:26AM SOME FUNDING HERE IDENTIFIED HERE IN YOUR FINANCIAL
10:12:29AM INFORMATION, BUT, AGAIN, THAT IS JUST FOR INFORMATION.
10:12:32AM >>Mayor Ribble: ANY OTHER QUESTIONS.
10:12:41AM >>Jeff Hunt: JUST TO CLARIFY, IF WE AGREE TO THIS TODAY,
10:12:44AM TIME FOR THE RESIDENTS TO FIGURE OUT THE FINANCING.
10:12:47AM >> THE RESIDENTS AND COUNCIL.
10:12:48AM >>Mayor Ribble: ALL RIGHT.
10:12:49AM ANY PUBLIC COMMENTS?
10:12:51AM >>Clerk: NO PUBLIC COMMENT BUT WE HAD E-COMMENTS THAT WERE
10:12:54AM SENT OUT YESTERDAY.
10:12:55AM >>Mayor Ribble: ALL RIGHT, IN THAT CASE, MAY I HAVE A

10:12:58AM MOTION?
10:13:01AM COUNCILMAN HUNT AND COUNCILMAN McLAIN.
10:13:06AM >>Jim Ward: AYE.
10:13:07AM >>Rafael Lopez: AYE.
10:13:08AM >>Lori Fayhee: AYE.
10:13:09AM >>Jon McLain: AYE.
10:13:11AM >>Jeff Hunt: AYE.
10:13:13AM >>Vice Mayor Zalucki: AYE.
10:13:14AM >>Mayor Ribble: AYE.
10:13:15AM 6-G.
10:13:18AM HURRICANE IAN HAZARD MITIGATION GRANT PROGRAM, GRANT
10:13:22AM MANAGEMENT SUPPORT.
10:13:24AM STEVE, WOULD YOU INTRODUCE THIS FOR US.
10:13:26AM >>Steve Sarkozy: THANK YOU, MAYOR, MEMBERS OF COUNCIL.
10:13:28AM AS THE COUNCIL IS AWARE, AS WE PREPARE AND CONTINUE TO
10:13:32AM RESPOND TO THE HURRICANE ISSUES, WE UTILIZE A SERIES OF
10:13:37AM CONSULTANTS OUT THERE BECAUSE IT IS A VERY SPECIALIZED WAY
10:13:42AM OF MANAGING THE RESPONSE TO THE -- TO THE HURRICANE IMPACTS.
10:13:46AM WHAT IS PROPOSED HERE IS A TASK ORDER WITH HAGGERTY
10:13:54AM CONSULTING TO ASSIST THE VILLAGE IN THE HAZARD MITIGATION
10:13:59AM GRANT PROGRAM PROCESS.
10:13:59AM THE MONIES THAT WE WOULD EXTEND WITH HAGGERTY ARE GRANT
10:14:06AM ELIGIBLE.
10:14:07AM SO THE ULTIMATE COST TO IT THE VILLAGE SHOULD BE ZERO OR
10:14:10AM CLOSE TO ZERO.
10:14:11AM AND WE ARE HOPING THAT THIS IS A LIMITED SET OF SERVICES AND
10:14:18AM WE DON'T NEED IT AS IT CAN RESULT IN DAMAGE THAT WE MIGHT
10:14:22AM INCUR YET THIS SUMMER WITH ADDITIONAL HURRICANES.
10:14:25AM >>Mayor Ribble: NOT FOR AN ADDITIONAL HURRICANE.
10:14:32AM ANY QUESTIONS?
10:14:33AM SEEING NONE.
10:14:34AM ANY PUBLIC COMMENT.
10:14:35AM >>Clerk: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:14:38AM >>Mayor Ribble: IN THAT CASE, A MOTION PLEASE.
10:14:41AM COUNCILMAN LOPEZ AND COUNCILWOMAN LORI FAYHEE.
10:14:45AM MADAM CLERK.
10:14:46AM >>Jeff Hunt: AYE.
10:14:47AM >>Jon McLain: AYE.
10:14:48AM >>Lori Fayhee: AYE.
10:14:50AM >>Rafael Lopez: AYE.
10:14:51AM >>Jim Ward: AYE.
10:14:54AM >>Vice Mayor Zalucki: AYE.
10:14:55AM >>Mayor Ribble: AYE.
10:14:55AM >>Mayor Ribble: ITEM NUMBER 6-H CHRIS-TEL AGREEMENT

10:15:08AM FOR THE MAINTENANCE BUILDING.
10:15:09AM STEVE.
10:15:11AM >>Steve Sarkozy: THIS IS PART OF OUR SPORTS AND
10:15:14AM ENTERTAINMENT COMPLEX.
10:15:15AM AND THIS IS PART OF THE MASTER PLANNING EFFORT AND THE NEED
10:15:20AM TO RELOCATE THE EXISTING COUNTY MAINTENANCE FACILITY JUST
10:15:24AM SLIGHTLY TO THE NORTH.
10:15:26AM BUT OUT OF OUR AREA THAT WE HAVE PURCHASED FROM THE COUNTY.
10:15:30AM SO WHAT WE ARE DOING HERE IS CREATING A NEW ROAD, AN ACCESS
10:15:40AM POINT INTO THE SPORTS AND ENTERTAINMENT DISTRICT OFF OF THE
10:15:43AM COCONUT.
10:15:43AM AND THAT MAIN ROAD, UNFORTUNATELY, GOES RIGHT THROUGH THE
10:15:47AM MAINTENANCE FACILITY THAT, IN LONG TERM, REALLY NEEDS TO BE
10:15:53AM RELOCATED.
10:15:54AM SO WHAT I WOULD LIKE TO DO TURN THIS OVER TO TRENTON GASKIN
10:16:01AM TO DESCRIBE THE PROJECT AND THE ULTIMATE COST HERE FOR THE
10:16:04AM VILLAGE.
10:16:04AM >> GOOD MORNING, COUNCIL.
10:16:07AM THANK YOU FOR THE OPPORTUNITY TO SPEAK.
10:16:08AM I AM TRENTON GASKINS, AND I AM FROM NAPLES, FLORIDA.
10:16:13AM AS STEVE SAID, THE PURPOSE OF THIS PRESENTATION IS TO GIVE
10:16:16AM AN OVERVIEW OF THE RECENT SUBMITTED GUARANTEE MAXIMUM PRICE
10:16:21AM PROPOSAL BY CHRIS-TEL --
10:16:25AM >>SPEAKER: TRENT, TALK INTO THE MIKE.
10:16:27AM >> YEAH, SORRY.
10:16:30AM I APOLOGIZE.
10:16:31AM THE GOAL IS TO RELOCATE AS POSSIBLE.
10:16:35AM BECAUSE IT IS LOCATED IN ONE OF THE WORST SPOTS POSSIBLE AND
10:16:38AM LOCATED IN THE ENTRANCEWAY OF THE SPORTS PARK, WHICH IS PHASE
10:16:42AM 1-A AND LOCATED ON THE NORTHERN PARKING LOT NORTH OF I-5 AND
10:16:46AM HAS THE POTENTIAL TO DELAY THE SPORTS PARK AND THE I-5
10:16:52AM OPENING.
10:16:52AM OKAY.
10:16:53AM SO I WANTED TO START WITH THE OVERVIEW OF WHERE THE CURRENT
10:16:58AM LOCATION OF THE MAINTENANCE FACILITY IS VERSUS THE NEW
10:17:00AM PROPOSED LOCATION.
10:17:01AM MAP ON THE LEFT CIRCLED IN RED IS WHERE THE CURRENT
10:17:04AM MAINTENANCE FACILITY IS LOCATED AND WE WANT TO MOVE THAT
10:17:08AM FURTHER NORTH ON THE LEE COUNTY LINE.
10:17:09AM YOU WILL SEE ON THE RIGHT-HAND SIDE OF THE MAP, CIRCLED IN
10:17:13AM RED, WE ARE PROVIDING THE REVISED LOCATION.
10:17:15AM BENEFIT OF THIS, IT WILL NOT INTERFERE WITH CONSTRUCTION OF
10:17:19AM ANY OF OUR PROJECTS AND WILL GIVE A CLOSER OPERATION FOR THE
10:17:23AM OPERATIONS TEAM AT LEE COUNTY TO DO WHAT THEY NEED TO DO

10:17:25AM FROM AN OPERATIONS PERSPECTIVE.
10:17:27AM QUICK OVERVIEW OF THE NEW SITE PLAN, THIS IS ESSENTIALLY THE
10:17:33AM EXISTING BUILDING JUST RE-CREATED.
10:17:35AM IT HAS GROWN A LITTLE BIT AND A COUPLE OF OUT-BUILDINGS THAT
10:17:38AM I WANTED TO CONSOLIDATE INTO ONE BUILDING.
10:17:40AM I DIDN'T WANT TO BUILD THREE SEPARATE BUILDINGS TO
10:17:42AM CONSOLIDATE INTO ONE.
10:17:43AM CONSISTS OF THREE BAYS FOR STORING EQUIPMENT.
10:17:46AM A BREAK ROOM, SHOWER AND SOME STORAGE AREA.
10:17:51AM YOU CAN SEE A DRIVEWAY TO THE NORTH, WHICH IS THEIR PRIMARY
10:17:54AM ACCESS POINT, AS WELL AS SOME LAY-DOWN AREAS FOR DIRT AND
10:17:58AM THINGS THAT THEY NEED FROM A MAINTENANCE PERSPECTIVE.
10:18:01AM FROM THE VISUAL PERSPECTIVE, THIS ELEVATION SHOWS -- AGAIN,
10:18:08AM THIS IS EXACTLY THE BUILDING THERE AND KIND OF RE-CREATED
10:18:13AM WITH THREE BAYS LOCATED IN THE SAME POSITION AS THE EXISTING
10:18:18AM FACILITY.
10:18:18AM THE SUMMARY.
10:18:21AM THE SUMMARY THAT CAME BACK HAS A TOTAL CONSTRUCTION COST OF
10:18:24AM $2.1 MILLION.
10:18:25AM I WILL DRAW YOUR ATTENTION TO THE BOTTOM LEFT CORNER OF THE
10:18:28AM SITE -- I TRIED TO BREAK IT OUT BETWEEN THE COST FOR THE
10:18:31AM BUILD FORM STRUCTURE AND COST OF INFRASTRUCTURE.
10:18:36AM THE SITE WORK IS EVERYTHING THAT GOES IN THE GROUND.
10:18:39AM AND THE NEW BUILDING IS THE ACTUAL STRUCTURE ITSELF.
10:18:42AM BUILDING COSTS ABOUT $1 MILLION WHICH IS APPROXIMATELY $430
10:18:46AM A SQUARE FOOT.
10:18:47AM AND OVERARCHING SITE WORK IS ALSO $1 MILLION BASED ON ALL OF
10:18:52AM THE INFRASTRUCTURE THAT HAS TO GO INTO THE GROUND.
10:18:54AM A LOT OF NUMBERS ON THE RIGHT HAND SIDE.
10:18:56AM THIS IS JUST A BREAKDOWN TO GIVE YOU ADDITIONAL DETAIL OF
10:18:59AM HOW EVERYTHING IS BROKEN OUT TO UNDERSTAND THE COST AND HOW
10:19:03AM IT ALLOCATES DOWN TO THE $2.1 MILLION FOR THE
10:19:08AM OVERARCHING GMP.
10:19:08AM RECOMMENDED A 5% OWNERS CONTINGENCY AND FOR WHAT CAN
HAPPEN.
10:19:14AM THE CONTRACTOR HAS A 5% CONTINGENCY AND I RECOMMEND THE
10:19:18AM VILLAGE TO HAVE AN OWNER CONTINGENCY OF 10% AND BOTH WILL
10:19:25AM BACK TO THE VILLAGE IS NOT SPENT.
10:19:26AM SAFETY NET OF 10% FROM A CONTINGENCY PERSPECTIVE WHEN IT
10:19:31AM COMES TO CONSTRUCTION.
10:19:32AM I WANTED TO MAKE SURE WE HAVE ENOUGH MONEY FOR THE WHAT IFS
10:19:35AM THAT COME UP.
10:19:36AM I DON'T EXPECT ANYTHING BECAUSE IT IS A SMALL STRUCTURE BUT
10:19:39AM I WANTED TO HAVE THIS IN PLACE.

10:19:41AM ANY QUESTIONS ON NUMBERS?
10:19:43AM >> YES, TRENTON, MAYBE JIM CAN ANSWER THIS, GMP IS THE
10:19:49AM MAXIMUM PRICE.
10:19:50AM I KNOW WHAT HIGH TEMPERATURE SAYING OF CONTINGENCY, BUT
10:19:53AM COMPARING IT TO THE PROJECTS THAT WE JUST TALKED ABOUT WITH
10:19:57AM NO CONTINGENCIES AND THEY ARE ALSO GMPs.
10:20:00AM WHERE IS THE DIFFERENCE?
10:20:03AM WOULD WE BE CONCERNED WITH HOW YOU ARTICULATE WITH THIS ONE?
10:20:09AM >> THIS IS A PURE EMERGENCY FUND.
10:20:10AM I DO NOT EXPECT IT TO BE USED.
10:20:12AM THE REASON I AM RECOMMENDING IT, 5% CONTINGENCY IS USUALLY
10:20:16AM PRETTY LOW FOR A CONSTRUCTION PROJECT.
10:20:18AM IT IS AS SMALL PROJECT, BUT I ALWAYS LIKE TO HAVE A MINIMUM
10:20:22AM OF 10% TO HAVE ENOUGH SO I DON'T HAVE TO GO UP AND ASK FOR
10:20:26AM MORE MONEY.
10:20:26AM I DO NOT EXPECT IT TO BE SPENT BUT I WANT IT IN CASE OF
10:20:30AM EMERGENCY FUNDING.
10:20:31AM >>Vice Mayor Zalucki: PART OF THE CONTRACT FOR RAY
10:20:35AM CONSTRUCTION -- OR CHRIS-TEL.
10:20:37AM >> NO, A BUCKET OF MONEY THAT THE CITY CAN USE.
10:20:40AM IT IS NOT CONTROLLED BY THE CONTRACTOR, IT IS CONTROLLED BY
10:20:43AM THE VILLAGE.
10:20:44AM >>Mayor Ribble: YES.
10:20:48AM >> CONTINGENCY IS A 5%.
10:20:54AM >> THEY HAVE A CON BEGINNING AGAIN TEE OF 5%.
10:21:01AM ADDITIONAL 5% FOR THE VILLAGE SO THE VILLAGE CAN HAVE THAT
10:21:05AM MONEY IF THEY WANT TO MAKE CHANGES AND SOMETHING COMES UP,
10:21:08AM CONSTRUCTION IS A MESSY PROCESS.
10:21:09AM YOU WANT TO HAVE -- IN MY OPINION AT LEAST 10% FOR MOST
10:21:13AM STANDARD PROJECTS.
10:21:14AM >>Jon McLain: ANOTHER QUESTION IS --
10:21:16AM >> OF COURSE.
10:21:17AM >>Jon McLain: -- THE SQUARE FOOTAGE 2586.
10:21:20AM OUTBUILDINGS THAT YOU TALKED ABOUT THAT WOULD BE INCLUDED IN
10:21:23AM THAT SQUARE FOOTAGE, WERE THOSE OUTBUILDINGS ON THE PROPERTY
10:21:27AM THAT WE PURCHASED?
10:21:29AM >> YES, SIR.
10:21:29AM >>Jon McLain: OKAY.
10:21:30AM >> THAT IS EXISTING.
10:21:31AM WHAT I WANTED TO DO WAS CONSOLIDATE EVERYTHING INTO ONE
10:21:34AM BUILDING FROM AN OPERATIONAL PERSPECTIV, AND IT WORKS BETTER
10:21:37AM AND YOU DON'T HAVE TO BUILD THREE SEPARATE STRUCTURES.
10:21:40AM >>Jon McLain: LOOKING AT $2.1 MILLION, $2.2 MILLION HERE.
10:21:47AM DOES THAT INCLUDE -- I SEE DEMO ON YOUR ILLUSTRATION.

10:21:51AM DOES THAT INCLUDE THE DEMO?
10:21:54AM >> IT DOES NOT.
10:21:54AM ORIGINAL PROPOSAL FROM CHRIS-TEL TO RELOCATE THE FACILITY
10:21:59AM AND DEMO IT.
10:22:00AM NUMBERS ARE NOT INCLUDING THAT.
10:22:03AM WE ALREADY HAVE THREE CONTRACTORS ON-SITE.
10:22:05AM I DIDN'T WANT TO ADD A FOURTH TO ADD TO THE CONFUSION.
10:22:08AM IF IT MAKES MORE SENSE FOR THE CONSTRUCTION TO DO THE DEMO
10:22:11AM AS THEY ARE DOING THE CONSTRUCTION OF THE ROAD TO NOT HAVE
10:22:14AM FOUR SEPARATE CONTRACTORS IN THE SAME LOCATION AND HAVING
10:22:17AM ALL OF LOGISTICS AND ISSUES THAT COME WITH THAT.
10:22:19AM >>Jon McLain: DO WE HAVE A CONTRACT YET ON THE DEMO?
10:22:25AM >> NO, IT WOULD BE A CHANGE ORDER FROM SUFFOLK CONSTRUCTION.
10:22:30AM THAT WILL BE COMING IN THE FUTURE.
10:22:32AM MONEY WILL BE COMING OUT OF THE CHRIS-TEL CONTRACT.
10:22:36AM >>Jon McLain: BUILD THE NEW ONE FIRST AND THEN DEMO THE OLD
10:22:39AM ONE.
10:22:40AM >> YES, SIR, THAT'S CORRECT.
10:22:41AM >>Jon McLain: THIS PROJECT COULD BE -- WHAT A BALLPARK
10:22:44AM FIGURE FOR DEMO.
10:22:45AM >> DEMO IS PRETTY CHEAP.
10:22:47AM I DON'T EXPECT IT TO BE -- $10,000, $15,000 IS MY GUT.
10:22:52AM AND YOU CAN PROBABLY DO IT IN TWO OR THREE DAYS.
10:22:54AM A QUICK, EASY PROCESS.
10:22:57AM NOT EXPENSIVE BUT I CAN'T WANT TO HAVE FOUR SEPARATE
10:23:00AM CONTRACTORS WORKING IN THE SAME AREA BECAUSE IT CAUSES
10:23:03AM PROBLEMS LOGISTICALLY.
10:23:05AM >>Jon McLain: THANK YOU.
10:23:05AM >>Mayor Ribble: COUNCILMAN HUNT.
10:23:08AM >>Jeff Hunt: WHAT IS THE COMPLETION DATE?
10:23:10AM EXPECTED TO BE MARCH OF NEXT YEAR.
10:23:12AM ANY RISK TO THE LARGER PROJECT IF THIS PROJECT IS LINKED?
10:23:16AM >> NO.
10:23:16AM SO THE REASON -- AND I WILL ACTUALLY GO TO THE NEXT SCHEDULE
10:23:19AM SLIDE, IF THAT IS OKAY.
10:23:21AM THE REASON I AM SHOWING THESE DATES THAT IT HAS ABOUT A
10:23:24AM 30-DAY CONTINGENCY.
10:23:26AM I HAVE GONE THIS ON PURPOSE.
10:23:28AM EVEN IF WE DELIVER IN MARCH OF 2026, IT STILL LEAVES FOUR TO
10:23:32AM FIVE MONTHS FOR SUFFOLK CONSTRUCTION TO DEMO THE BUILDING
10:23:35AM AND BUILD THE PARKING LOT WHICH IS MORE THAN ENOUGH TIME.
10:23:38AM THE REASON I AM ADDING THAT CONTINGENCY AGAIN IS FOR WHAT
10:23:42AM IFS THAT COME UP BUT I DO NOT BELIEVE THAT DATE WILL BE
10:23:45AM PUSHED.

10:23:46AM A RELATIVELY SIMPLE CONSTRUCTION PROCESS.
10:23:50AM >>VICE MAYOR ZALUCKI: LOW RISK.
10:23:54AM ONE MORE, THE $2 MILLION PROJECT, HOW DOES THAT COMPARE WHAT
10:23:58AM WAS ANTICIPATED OR BUDGET WITH THIS.
10:24:00AM LITTLE BIT MORE THAN WHAT WE ORIGINALLY THOUGHT?
10:24:04AM >> YES, I BELIEVE IT AS LITTLE BIT PRICEY.
10:24:06AM THAT IS FOR A FEW MAIN REASONS.
10:24:08AM RELATIVELY PROCESS FOR GCs WITH THE SPORTS PARK AND THE
10:24:14AM ENTERTAINMENT COMPLEX.
10:24:15AM THE COST OF SQUARE AREA THEY DON'T HAVE THE ECONOMIES OF
10:24:20AM SCALE.
10:24:20AM TIME FRAME THAT WE EXPECTED SIX MONTHS WHICH IS A PRETTY
10:24:24AM EXPEDITED SCHEDULE.
10:24:26AM I DO THINK IT IS PRICEY.
10:24:28AM IN MY OPINION AGAIN THE MARKET IS OVERPRICED TODAY.
10:24:31AM I WISH I COULD GET IT CHEAPER AND THIS IS THE MARKET AND
10:24:35AM WHAT THE SUBCONTRACTORS ARE WILLING TO BUILD FOR WITH THE
10:24:38AM TIME CONSTRAINTS AND THE MARKET THAT WE ARE IN.
10:24:40AM >>Vice Mayor Zalucki: WHAT DOES THAT TO DO OUR BUDGET FOR
10:24:43AM THAT PARTICULAR PROJECT?
10:24:45AM IS IT -- BECAUSE WE ARE TALKING DEMOLITION AND THIS
10:24:48AM CONSTRUCTION THAT IS A LITTLE BIT MORE.
10:24:49AM HOW IS THAT LOOKING AS WE START TALKING OF THE BUDGET FOR
10:24:53AM NEXT YEAR.
10:24:53AM IS IT GOING TO BE -- ARE WE LOOKING AT MAJOR IMPACTS HERE?
10:24:59AM >> I DO NOT BELIEVE THAT IS A HUGE IMPACT.
10:25:01AM A SMALLER PROJECT AND CAN'T BE INCORPORATED.
10:25:03AM DEPENDS ON WHAT IS COMING BACK FROM THE SPORTS PARK AND A
10:25:06AM LARGER PROJECT AND THE CAMPUS HAS BEEN PRICE OUT FROM A COST
10:25:09AM PERSPECTIVE.
10:25:10AM THE ONLY UNKNOWN NOW -- THE UNKNOWN, EXCUSE ME IS THE SPORTS
10:25:14AM PARK PROJECT THAT IS CURRENTLY UNDER DESIGN AND THAT
10:25:17AM PRICING, AT LEAST PRELIMINARY PRICING, WILL COME OUT IN THE
10:25:20AM NEXT 30 TO 45 DAYS.
10:25:22AM I DO NOT EXPECT IT TO HAVE BUDGET OVERAGES, BUT PREFACE
10:25:26AM THAT, IT DEPENDS WHAT THE SPORTS PARK COMES OUT WITH FROM A
10:25:30AM COST PERSPECTIVE.
10:25:31AM >>Mayor Ribble: ANYTHING ELSE?
10:25:32AM ANY PUBLIC COMMENT?
10:25:34AM >>Clerk: NO PUBLIC COMMENT AND NO E COMMENTS.
10:25:37AM >>Mayor Ribble: ALL RIGHT, MAY I HAVE A MOTION PLEASE.
10:25:41AM COUNCILMAN HUNT AND SECOND FROM COUNCILMAN LOPEZ.
10:25:46AM CALL THE ROLL.
10:25:46AM >>Jeff Hunt: AYE.

10:25:48AM >>Jon McLain: AYE.
10:25:50AM >>Lori Fayhee: AYE.
10:25:51AM >>Rafael Lopez: AYE.
10:25:53AM >>Jim Ward: AYE.
10:25:54AM >>Vice Mayor Zalucki: AYE.
10:25:56AM >>Mayor Ribble: AYE.
10:25:56AM ITEM NUMBER 7-A, FIRST READING ORDINANCE NUMBER 2525-07,
10:26:05AM PELICAN SOUND ZONING AMENDMENT.
10:26:06AM MADAM CLERK, PLEASE READ THE ORDINANCE.
10:26:09AM >>Clerk: ORDINANCE NUMBER 2025-07, ORDINANCE OF THE VILLAGE
10:26:14AM COUNCIL OF THE VILLAGE OF ESTERO FLORIDA APPROVING WITH
10:26:17AM CONDITIONS AN AMENDMENT FOR RESIDENTIAL ZONING OF RIVER CLUB
10:26:21AM AREA OF PELICAN SOUND PLANNED DEVELOPMENT ALONG THE EAST
10:26:24AM ESTERO RIVER PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN
10:26:28AM EFFECTIVE DATE.
10:26:28AM >>Mayor Ribble: THANK YOU.
10:26:29AM STEVE INTRODUCE THIS TO US MR. ARE, PLEASE.
10:26:33AM >>Steve Sarkozy: THIS IS A FIRST READING AND INVOLVES THE
10:26:36AM MOORING OF TWO SHUTTLE BOATS ON OR NEAR THE FLOATING DOCK OF
10:26:43AM WITHIN PELICAN SOUND.
10:26:43AM I WOULD LIKE TO TURN IT OVER TO MARY GIBBS TO DESCRIBE THE
10:26:46AM PROPOSED ORDINANCE FOR COUNCIL CONSIDERATION.
10:26:49AM >>Mary Gibbs: GOOD MORNING, COUNCIL.
10:26:52AM AS STEVE SAID, THIS IS THE AMENDMENT TO PELICAN SOUND FOR
10:26:56AM THE MOORING OF THE SHUTTLE BOATS THAT GO TO LOVER'S KEY THAT
10:27:00AM KEEP THE RESIDENTS FROM PELICAN SOUND TO LOVER'S KEY AND
10:27:04AM BACK.
10:27:04AM THE ZONING WAS APPROVED FROM THE COUNTY A YEAR AGO TO ALLOW
10:27:09AM FOR TEMPORARY MOORING AND NOT TO ALLOW MOOR OVERNIGHT, AND
THE
10:27:15AM APPLICANT IS REQUESTING TO MAKE THAT A PERMANENT SITUATION.
10:27:18AM WE HAD A PLANNING, DESIGN BOARD MEETING ON MAY 13 AND QUITE
10:27:23AM THE CONVERSATION.
10:27:25AM NEIGHBORS ADJACENT DOWN THE RIVER CAME AND BROUGHT UP ISSUE
10:27:31AM OF THE OPERATION OF THE BOATS, NARROWING OF THE RIVERS,
10:27:33AM SAFETY ISSUES AND OTHER ALTERNATIVES.
10:27:35AM AS I SAID, WE HAD A QUITE LENGTHY DISCUSSION.
10:27:39AM PLANNING AND ZONING BOARD RECOMMENDED APPROVAL AND HAD
MORE
10:27:43AM CONDITIONS FROM WHAT THE STAFF HAD.
10:27:44AM SUBSEQUENT WITH THAT, I MET WITH THE APPLICANT TO GO OVER
10:27:49AM THINGS AND QUESTIONS THAT CAME UP OVER THAT PLANNING AND
10:27:52AM ZONING HEARING.
10:27:52AM BECAUSE OF THAT, THE APPLICANT HAS SUBMITTED SOME ADDITIONAL

10:27:55AM MATERIALS WITH BOAT SAFETY PROTOCOLS.
10:28:03AM AND WE WILL DISCUSS THAT IN THE SECOND READING.
10:28:05AM I WANT TO LET YOU KNOW THERE ARE ONGOING CHANGE.
10:28:09AM YESTERDAY I GOT A CALL FROM SOME OF THE NEIGHBORS THAT HAVE
10:28:13AM ISSUES AND WOULD LIKE TO MEET WITH ME.
10:28:15AM THE SECOND READING IS SEPTEMBER 17 SINCE YOU WILL BE OUT.
10:28:18AM KEEPING MY SEPTEMBER 17 AS A NIGHT HEARING BECAUSE OF
10:28:21AM BUDGET.
10:28:22AM IF YOU WANT TO HAVE THE HEARING ON SEPTEMBER 17, WHAT I PLAN
10:28:26AM TO DO IN THE INTERIM IS MEET WITH THE NEIGHBORS AND MEET
10:28:29AM WITH THE APPLICANTS TO SEE IF WE CAN NARROW DOWN THE ISSUES
10:28:33AM BEFORE WE COME BACK FOR THE SECOND READING.
10:28:35AM >>Mayor Ribble: THANK YOU, MARY.
10:28:37AM ANY QUESTIONS?
10:28:38AM COUNCILMAN WARD.
10:28:39AM >>Jim Ward: I DON'T KNOW IF IT IS APPROPRIATE TO DO IN THE
10:28:42AM FIRST READING OR THE SUBSEQUENT MEETING.
10:28:46AM WHAT DO THEY DO IF NOT MOORING IT OVERNIGHT.
10:28:51AM >>Mary Gibbs: MORE OF A DISCUSSION FOR THE SECOND READING.
10:28:53AM WHAT IS HAPPENING -- MY UNDERSTANDING TAKING THE BOATS TO
10:28:58AM THE FISH TOWN MARINA.
10:29:00AM AND THE ONE MARINA THAT GOT BLOWN AWAY FROM THE HURRICANE.
10:29:03AM THEY HAD NO PLACE TO PUT IT FOR THE OVERNIGHT MOORING AND
10:29:07AM THEY CAME US TO AND SAID CAN WE HAVE A TEMPORARY PERMIT MOOR
10:29:12AM THEM AT THE FLOATING DOCKS.
10:29:13AM THEY ARE MOORING THEM AT THE FLOATING DOCKS WITH A TEMPORARY
10:29:18AM PERMIT WE GRANTED SINCE THE HURRICANE.
10:29:20AM WE SAID WE CAN'T DO A PERMANENT MOORING FOREVER.
10:29:24AM AND YOU HAVE TO DETERMINE WHERE YOU ARE GOING TO MOOR IS AS
10:29:29AM TEMPORARY OR YOU NEED TO COME BACK AND FIX THE ZONING.
10:29:31AM THAT IS WHY THEY ARE HERE AND WE WILL EXPLAIN MORE AT THE
10:29:35AM SECOND READING.
10:29:35AM >>Mayor Ribble: COUNCILMAN McLAIN.
10:29:39AM >>Jon McLain: I WATCHED THE HEARING.
10:29:42AM YOU HAD A LOT OF TIME.
10:29:43AM AND PROBABLY OFF- POINT QUITE A FEW OF THE NEIGHBORS'
10:29:47AM COMMENTS AND THE LIKE.
10:29:48AM WHICH BRINGS UP A COUPLE OF QUESTIONS, I THINK APPROPRIATE
10:29:52AM BEFORE THIS ZONING AMENDMENT.
10:29:53AM ARE THEY MAKING ANY CHANGES TO THE FLOATING DOCK TO
10:30:00AM ACCOMMODATE FULL-TIME MOORING?
10:30:03AM >>Mary Gibbs: THE DOCK IS NOT CHANGING BECAUSE THEY MOOR
10:30:06AM THEM IN THE DAY.
10:30:07AM THE DOCK DOESN'T NEED TO BE CHANGED.

10:30:10AM >>Jon McLain: ONE OF THE QUESTIONS I HAVE THAT I NEED SOME
10:30:12AM CLARIFICATION ON.
10:30:13AM IF THEY DO THAT AND THERE FULL TIME, WHAT IS THE DEPTH OF
10:30:20AM THE RIVER AT THAT POINT, AND WHAT IS THE WIDTH.
10:30:23AM THE CONCERN BEING, YOU KNOW WILL THEY BLOCK USAGE FOR OTHER
10:30:30AM BOATS IN THERE.
10:30:31AM I WOULD LIKE TO UNDERSTAND THAT AND THEN THERE WAS A LOT OF
10:30:37AM DISCUSSION ABOUT -- THEY HAD PERMITS NOW THAT HAVE REALLY
10:30:45AM EXPIRED AND THEY CONTINUE TO USE THEM.
10:30:48AM PELICAN SOUND HAS GOT EXPIRED PERMITS FOR TEMPORARY USE?
10:30:55AM >>Mary Gibbs: WE WILL EXPLAIN IT AT THE SECOND READING.
10:30:58AM I WILL HAVE THE APPLICANT EXPLAIN IT,AND THEY WILL BECAUSE
10:31:01AM THEY HAVE TO MODIFY PERMITS FOR ENVIRONMENTAL AGENCIES.
10:31:05AM >>Jon McLain: THEY CAN'T GET THE IMPROVEMENTS UNTIL WE
10:31:09AM APPROVE THE ZONING?
10:31:11AM >>Mary Gibbs: A LITTLE CATCH-22 IN THE TIMING OF IT AND THE
10:31:14AM OTHER PERMITS TAKE A LONGER TIME TO GET.
10:31:16AM SO, AGAIN, WE WILL HAVE THE APPLICANT EXPLAIN THAT AT THE
10:31:20AM SECOND READING.
10:31:21AM >>Jon McLain: BECAUSE I AM CONCERNED -- AND I THINK A LOT OF
10:31:24AM PEOPLE ARE CONCERNED -- OF FREE PASSAGE ALONG THE RIVER AND
10:31:27AM WE KNOW WE HAVE VARYING DEPTH ON THE RIVER.
10:31:31AM THIS COULD BE -- THE OTHER THING WHICH IS MAYBE OFF-TOPIC
10:31:37AM BUT HOT FOR EVERYONE AROUND THERE, IT APPEARS AS IF THE NEW
10:31:41AM OPERATOR OF THE PONTOON BOATS IS NOT VERY RESPONSIVE AND
10:31:47AM PELICAN SOUND.
10:31:47AM IF A NEIGHBOR HAS A CONCERN AND THEY CALL THE OPERATOR OR
10:31:50AM CALL PELICAN SOUND, THEY DON'T SEEM TO BE GETTING ANY
10:31:56AM RESPONSE TO THEIR CONCERNS IN THERE.
10:31:58AM THEN ONE OF THE E-MAILS WE RECEIVED YESTERDAY OR THE DAY
10:32:01AM BEFORE OR A WHILE BACK IS THAT IN WHOLE THING IS NOT WELL
10:32:07AM PUBLICIZED WITHIN PELICAN SOUND WHICH TO SEE SEEMS A LITTLE
10:32:11AM STRANGE TO HAVE THAT NOT BE PART OF PELICANS' PUBLICATION.
10:32:18AM >>Mary Gibbs: WITH REGARDS TO THAT BECAUSE I SAW
10:32:23AM THAT E-COMMENT COME IN AND DIDN'T MAKE SENSE AND I ASKED
10:32:25AM THE GM OF PELICAN SOUND TO CONTACT THE PERSON.
10:32:28AM THEY JUST DIDN'T KNOW WHAT WAS GOING ON BECAUSE IT HAS BEEN
10:32:31AM A WHILE SINCE THAT HEARING.
10:32:32AM SO THAT WAS -- THERE ARE ISSUES WITH REGARD TO THE DEPTH.
10:32:36AM WE NEED TO HAVE A MORE DETAILED DISCUSSION AT THE SECOND
10:32:39AM READING.
10:32:40AM >>Jon McLain: I GUESS THE QUESTION IS, YOU KNOW, AND OTHER
10:32:43AM COMMENTS FROM COUNCIL, WILL THEY BE READY BY SEPTEMBER 17?
10:32:49AM I AM IN FAVOR OF MAKING SURE WE HAVE ALL THE Is DOTTED AND

10:32:57AM THE Ts CROSSED WITH THE NEIGHBORS AND ALL ORGANIZATIONAL
10:33:03AM THINGS THEY NEED TO DO BEFORE COMING FOR SECOND READING.
10:33:06AM I AM OKAY WITH THE 17th IF YOU ARE ASKING --
10:33:10AM >>Mary Gibbs: I THINK WHAT YOU CAN DO SINCE WE HAVE TIME IN
10:33:13AM BETWEEN.
10:33:13AM IF YOU WANT TO SET A SECOND READING UNTIL THE 17th AND WE
10:33:17AM DON'T ADVERTISE UNTIL A COUPLE OF WEEKS BEFOREHAND.
10:33:20AM IF I FEEL WE ARE NOT READY, WE JUST WON'T PUT IT ON THE
10:33:23AM AGENDA.
10:33:23AM AND I WILL TRY TO WORK WITH THE APPLICANT AND THE NEIGHBORS
10:33:26AM THE MEANTIME.
10:33:27AM THERE MAY BE -- COULD BE AN ISSUE.
10:33:29AM THERE MAY NOT BE AGREEMENT ON EVERYTHING.
10:33:32AM I JUST DON'T KNOW AT IN POINT.
10:33:34AM I WOULD SAY THE SET THE SECOND READING AND WE WILL
10:33:38AM DETERMINE.
10:33:39AM >>Jon McLain: THANK YOU.
10:33:40AM >>Mayor Ribble: COUNCIL MEMBER FAYHEE, DID YOU HAVE A
10:33:45AM QUESTION.
10:33:46AM >>Lori Fayhee: NO IT WAS ANSWERED.
10:33:47AM >>Mayor Ribble: VICE MAYOR ZALUCKI.
10:33:54AM >>Vice Mayor Zalucki: JUST A QUESTION OF SECOND READING.
10:33:57AM I LOOKED AT THE CONDITIONS AND IT SAID WE WILL FOLLOW THE
10:34:00AM BOATING SCHEDULE WHICH IS ATTACHMENT C, EXHIBIT C, NOW
10:34:04AM DURING THE MEETING I THINK IT IS PRETTY CLEAR THEY SAID
10:34:07AM THERE WERE FOUR TOURS PER DAY.
10:34:08AM THE EXHIBIT -- UNLESS I AM READING IT INCORRECTLY -- SHOWS
10:34:13AM THREE PER DAY BOAT 1 AND 2.
10:34:16AM 10 A.M., 12 P.M. AND 2 P.M. CAN WE CLARIFY THREE OR FOUR
10:34:22AM TRIPS A DAY?
10:34:23AM >>Mary Gibbs: WE WILL CLARIFY THAT.
10:34:24AM AGAIN, THERE WERE CHANGES MADE SINCE PLANNING AND ZONING AND
10:34:29AM SOME ADDITIONAL ASKS THEY HAVE.
10:34:32AM SO WE WILL GO INTO MORE DETAIL.
10:34:34AM >>Vice Mayor Zalucki: THANK YOU.
10:34:34AM AND JUST THE SECOND QUESTION TO CLARIFY, THE BOAT LENGTH.
10:34:39AM THE SFWMD ISSUED A STANDARD PERMIT ISSUING 24 FEET IN
10:34:50AM LENGTH.
10:34:50AM BUT THE ORIGINAL LEE COUNTY ORDINANCE APPROVED OR RESOLUTION
10:34:53AM IN 2013 SPECIFIES 35 FEET.
10:34:56AM KNOW THEY HAVE A 35-FOOT BOAT, BUT IT CONTRADICTS WHAT THE
10:35:03AM WATER MANAGEMENT DISTRICT ALLOWS.
10:35:06AM IS IT 24 OR 35?
10:35:08AM >>Mary Gibbs: AND WE HAVE -- AGAIN, WE WILL G GO INTO IT AT

10:35:11AM THE SECOND READING.
10:35:12AM WE HAVE CLARIFICATION FROM OUR MANAGEMENT BUT THEY ARE
10:35:15AM DISPUTING THAT.
10:35:16AM THERE ARE A FEW ISSUES THAT WE HAVE TO INVESTIGATE BEFORE WE
10:35:20AM COME BACK.
10:35:20AM >>Vice Mayor Zalucki: THOSE ARE ALL THE QUESTIONS.
10:35:23AM THANK YOU.
10:35:23AM >>Mayor Ribble: ANYTHING ELSE.
10:35:25AM ANY PUBLIC COMMENT?
10:35:27AM >>Clerk: NO PUBLIC COMMENT AND YOU RECEIVED ONE E-COMMENT.
10:35:30AM >>Mayor Ribble: MOTION TO PASS THE FIRST READING OF THE
10:35:32AM ORDINANCE.
10:35:33AM >>Vice Mayor Zalucki: SO MOVED.
10:35:35AM >>Lori Fayhee: SECOND.
10:35:38AM >>Mayor Ribble: PLEASE CALL THE ROLL.
10:35:40AM >>Jim Ward: AYE.
10:35:41AM >>Rafael Lopez: AYE.
10:35:43AM >>Lori Fayhee: AYE.
10:35:44AM >>Jon McLain: AYE.
10:35:45AM >>Jeff Hunt: AYE.
10:35:46AM >>Vice Mayor Zalucki: AYE.
10:35:49AM >>Mayor Ribble: AYE.
10:35:50AM AGENDA ITEM 7-B, ORDINANCE 2025-09, AUTHORITIES TO APPROVE
10:36:00AM PLATS.
10:36:00AM MADAM CLERK, PLEASE READ THE ORDINANCE.
10:36:04AM >>Clerk: ORDINANCE 25-09.
10:36:07AM ORDINANCE OF THE VILLAGE COUNCIL AND VILLAGE OF ESTERO
10:36:11AM AMENDING 2 OF THE VILLAGE LAND DEVELOPMENT CODE APPROVALS
10:36:22AM AND PROVIDING FOR SEVERABILITY, AND PROVIDING A EFFECTIVE
10:36:27AM DATE.
10:36:27AM >>Mayor Ribble: STEVE, INTRODUCE US, PLEASE.
10:36:30AM >>Steve Sarkozy: MADAM MAYOR AND MEMBERS OF COUNCIL.
10:36:32AM THIS COMES US TO AS A RESULT OF A CHANGE IN STATE STATUTE
10:36:36AM REGARDING THE APPROVAL OF PLATS.
10:36:38AM PLATS ARE, OF COURSE, COMBINATIONS OR MODIFICATIONS TO A
10:36:43AM PROPERTY DESCRIPTIONS.
10:36:46AM PREVIOUSLY, THIS HAD BEEN DONE BY ACTION OF THE VILLAGE
10:36:50AM COUNCIL.
10:36:51AM AND NOW IT'S REQUIRED THAT WE DO IT BY ADMINISTRATIVE
10:36:58AM ACTION.
10:36:58AM SO TO BE CONSISTENT WITH STATE STATUTE, THE COUNCIL NEEDS TO
10:37:02AM MODIFY OUR PROCEDURES.
10:37:03AM I WILL TURN IT OVER TO MARY GIBBS AND ROBERT ESCHENFELDER
10:37:13AM FOR ADDITIONAL CONSIDERATION, BUT IS TO FACILITATE THE

10:37:16AM STREAMLINING OF THE PROCESS.
10:37:19AM >>Mary Gibbs: THANKS TO LEGISLATURE, WE HAVE MORE DEADLINES
10:37:21AM WE NEED TO GET DONE FASTER.
10:37:22AM BUT THE PLAT PROCESS -- AGAIN, YOU HAVE SEEN SOME PLATS.
10:37:27AM WE BRING THEM INTO COUNCIL.
10:37:28AM THE STAFF REVIEWS THEM.
10:37:29AM THEY ARE REVIEWED FOR TECHNICAL COMPLIANCE WITH THE
10:37:32AM STATUTES.
10:37:32AM SO WE HAVE SURVEYORS REVIEW THEM.
10:37:34AM WE HAVE THE ATTORNEYS REVIEW THEM.
10:37:36AM THE STAFF REVIEWS THEM.
10:37:37AM REALLY A TECHNICAL REVIEW.
10:37:39AM I THINK LEGISLATURE SAID SINCE THIS IS A TECHNICAL REVIEW,
10:37:43AM WHY DO THEY NEED TO GO TO THE GOVERNING BODY.
10:37:46AM THEY MEET THE REQUIREMENTS, THE PLAT IS APPROVED.
10:37:49AM THAT IS THE INTENT BEHIND IT.
10:37:51AM SO LIKE THEY ARE SAYING, WE HAVE TO AMEND OUR LAND
10:37:54AM DEVELOPMENT CODE BECAUSE RIGHT NOW OUR LAND DEVELOPMENT CODE
10:37:56AM SAYS THE COUNCIL APPROVES THE PLATS.
10:37:58AM THE ORDINANCE -- ARE THIS IS THE FIRST READING AND WILL COME
10:38:01AM BACK TO WITH THE SECOND READING BUT NOT LIKE WE REALLY HAVE
10:38:04AM ANY CHOICE IN THIS MATTER.
10:38:06AM SO STAFF WILL BE REVIEWING THE PLATS SO YOU DON'T GET TO SIGN
10:38:10AM THAT MANY MORE.
10:38:11AM >>Mayor Ribble: AN ADMINISTRATIVE DETAIL WE HAVE TO CLEAN
10:38:16AM UP.
10:38:16AM ANY QUESTIONS?
10:38:18AM ANY COMMENTS?
10:38:19AM >>Clerk: NO PUBLIC COMMENT OR E-COMMENTS.
10:38:23AM >>Mayor Ribble: CAN I HAVE A MOTION PLEASE.
10:38:25AM >>Jon McLain: I GUESS I AM OUT OF SINK ON THAT.
10:38:30AM I UNDERSTAND IT IS AS TECHNICAL THING.
10:38:33AM I THINK IT HAS BEEN -- I THINK IT IS GOING TO BE WORTHWHILE
10:38:37AM FOR US TO HAVE THOSE DISCUSSIONS AT COUNCIL, BECAUSE WE HAVE
10:38:41AM QUESTIONS WHEN A PLAT IS BEING CHANGED, I GET QUESTIONS
10:38:46AM DEPENDING ON WHERE IT IS LOCATED.
10:38:48AM DO WE HAVE ANY CHOICE IN THIS MATTER?
10:38:50AM OR -- TO IF WE SAY NO --
10:38:56AM >>Robert Eschenfelder: YOU CAN ENACT A DIFFERENT
10:38:57AM LEGISLATURE.
10:38:58AM THIS IS ONE IN A STEP OF MANY, MANY STEPS THAT YOU ALL ARE
10:39:01AM FAMILIAR WITH WHERE DEVELOPERS AND BUILDERS GO TO
10:39:04AM TALLAHASSEE AND SAYS, PLEASE, GET LOCAL GOVERNMENT OUT OF

10:39:07AM OUR LIFE.
10:39:08AM SOME THIS IS ONE WAY WHERE -- AND, YOU KNOW, I AM SURE THAT
10:39:15AM A DEVELOPER OR BUILDER COULD FIND A STORY SOMEWHERE IN
10:39:20AM FLORIDA, SOMEWHERE OVER TIME WHERE A CITY AND A COUNTY HELD
10:39:23AM THE PLAT FROM APPROVAL FOR A TOO LONG FOR PREPARATION NOT
10:39:31AM THE RIGHT REASONS BECAUSE THEY DIDN'T LIKE THE PROPOSED --
10:39:33AM WHAT WAS GOING TO HAPPEN THERE AND, OF COURSE, THAT IS NOT
10:39:36AM APPROPRIATE, BUT AT THE END OF THE DAY, THE FLORIDA STATUTES
10:39:42AM CHAPTER THAT DEALS WITH PLATS HAVE LONG HAD THINGS THAT NEED
10:39:47AM TO BE IN THE PLAT IN ORDER FOR IT TO BE ACCEPTED BY A
10:39:50AM GOVERNMENT.
10:39:50AM SO SINCE THE DIRECTOR GIBBS' POINT, WE WILL CONTINUE TO
10:40:00AM LOOK AT IT INTERNALLY.
10:40:02AM THE ENGINEER WILL AND I WILL.
10:40:04AM I SENT SOME BACK.
10:40:06AM OUR ENGINEER SENT IT BACK SAYING THIS IS A WRONG.
10:40:09AM THIS IS BAD.
10:40:10AM AT THE END OF THE DAY IF ALL OF THE CHECKED BOXES ARE MET, A
10:40:14AM MINISTERIAL ACT TO APPROVE A PLAT.
10:40:17AM I TOTALLY HEAR YOU FROM A TRANSPARENCY STANDPOINT AND
10:40:22AM RESIDENTS HAVING ANOTHER OPPORTUNITY TO SPEAK TO THEIR
10:40:25AM ELECTED FI, BUT LEGISLATURE HAS TAKEN THIS AWAY AND YOU
10:40:29AM DON'T HAVE AN OPTION.
10:40:30AM >>Mayor Ribble: ANYTHING ELSE?
10:40:33AM >> I'LL RESERVE MY COMMENTS.
10:40:38AM [LAUGHTER]
10:40:38AM >>Mayor Ribble: THE PUBLIC WILL NO LONGER ARE COMMENTS
10:40:42AM EITHER.
10:40:42AM ALL RIGHT.
10:40:43AM IN THAT CASE, COULD I HAVE A MOTION?
10:40:46AM ALL RIGHT, COUNCILWOMAN FAYHEE AND COUNCILMAN WARD.
10:40:55AM >>Jeff Hunt: AYE.
10:40:56AM >>Jon McLain: NO.
10:40:57AM >>Lori Fayhee: AYE.
10:41:00AM >>Rafael Lopez: AYE.
10:41:01AM >>Jim Ward: AYE.
10:41:03AM >>Vice Mayor Zalucki: AYE.
10:41:04AM >>Mayor Ribble: AYE.
10:41:05AM ALL RIGHT, 8-A.
10:41:13AM SECOND READING, ORDINANCE NUMBER 2025-04, LAND DEVELOPMENT
10:41:20AM CODE, FLOOD AMENDMENTS.
10:41:21AM STEVE, WOULD YOU -- MADAM CLERK, PLEASE READ THE ORDINANCE.
10:41:26AM >>Clerk: FOR THE RECORD, THE ORDINANCE HAS BEEN PROPERLY
10:41:29AM ADVERTISED.

10:41:29AM AND THEN I WILL READ IT.
10:41:30AM ORDINANCE 2025-04, AN ORDINANCE OF THE VILLAGE COUNCIL OF
10:41:35AM THE VILLAGE OF ESTERO AMENDING LAND DEVELOPMENT CODE SECTION
10:41:38AM 7-3, HAZARD REDUCTION STANDARDS FOR AGREEMENTS OF ELEVATED
10:41:46AM STRUCTURES WITH ENCLOSURES BELOW THE REQUIRED ELEVATION
10:41:50AM CLARIFY THE PROCESS FOR FLOOD VARIANCE APPEALS, VERIFY FEMA
10:41:56AM ELEVATION CERTIFICATE AND DRIVE FLOODPROOFING CERTIFICATIONS
10:42:02AM AND AREAS BELOW FLOOD AND PROVIDING FOR SEVERABILITY,
10:42:07AM PROVIDING FOR CONFLICTS AND PROVIDING FOR AN EFFECTIVE DATE.
10:42:11AM >>Mayor Ribble: THANK YOU.
10:42:13AM STEVE, PLEASE INTRODUCE US.
10:42:15AM >>Steve Sarkozy: THIS IS THE SECOND READING.
10:42:16AM FIRST READING WAS JUNE 4.
10:42:19AM THESE CHANGES MODIFY THE LAND DEVELOPMENT CODE IN RESPONSE
10:42:23AM TO FEMA AND INVOLVE THE VILLAGE'S FLOOD PLAIN REGULATIONS.
10:42:28AM I WOULD LIKE TO TURN IT OVER TOE MARY GIBBS TO DESCRIBE WITH
10:42:34AM MORE SPECIFICS SOME OF THE CHANGES HERE THAT ARE BEING
10:42:37AM INCORPS THEED IN COAT.
10:42:39AM >>Mary Gibbs: GOOD MORNING, AGAIN.
10:42:41AM IN THIS PARTICULAR CASE, THIS IS THE PUBLIC HEARING.
10:42:44AM WE TALKED ABOUT IT A LITTLE BIT AT THE FIRST READING, BUT TO
10:42:47AM REFRESH YOU A LITTLE BIT, WE HAVE NOT AMENDED OUR FLOODPLAIN
10:42:51AM ORDINANCE SINCE 2021.
10:42:53AM AND AFTER HAVING THREE HURRICANES AND VISIT BY FEMA AND OUR
10:42:58AM CLICK I HAVE IT ACTION PLAN AND ALL THOSE FUN ACTIVITIES WE
10:43:01AM DID LAST YEAR, THEY SUGGESTED WE NEEDED TO UPDATE OUR
10:43:05AM FLOODPLAIN ORDINANCE AND TO MAKE A FEW CHANGE.
10:43:08AM NOT ANYTHING TOO DRASTIC, BUT WE TALKED ABOUT IT A LITTLE
10:43:15AM BIT IN THE FIRST READING.
10:43:16AM WE REALIZED WE HAD AN INCONSISTENCY WITH FLOOD PLANS.
10:43:21AM ONE HEARING THAT SAID WENT TO THE PLANNING AND DESIGN BOARD.
10:43:24AM OTHER SAID TO GO TO THE VILLAGE COUNCIL.
10:43:26AM WE ARE FIXING THAT SO PLANNING, ZONING AND DESIGN BOARD WILL
10:43:31AM MAKE A RECOMMENDATION AND GO TO COUNCIL FOR THE DECISION.
10:43:33AM WE DISCOURAGE VARIANCES.
10:43:35AM WE HAVEN'T HAD ANY AND WE ARE HOPING NOT TO HAVE ANY.
10:43:39AM BUT JUST IN CASE, WE WILL BE READY, FEMA SUGGESTED A
10:43:44AM NONCONVERSION AGREEMENT FOR ELEVATED HOMES.
10:43:46AM FOR EXAMPLE, IF YOU BUILD A STICK HOME, YOU CAN'T CLOSE THE
10:43:51AM BOTTOM AND LIVE IN IT, BECAUSE IF IT IS BELOW BASE FLOOD.
10:43:54AM THAT IS NOT ALLOWED, AND SO THEY ASKED US TO HAVE THIS
10:43:58AM NONCONVERSION AGREEMENT SO THE PROPERTY OWNER WILL SIGN IT,
10:44:01AM RECORD IT, AND SAY -- EVERY DAY WE CONVERT THIS INTO
10:44:05AM HABITABLE SPACE AND HELP WITH US CODE ENFORCEMENT.

10:44:07AM THAT SOMEONE OF THE THINGS WE HAD AN ISSUE WITH FEMA AFTER
10:44:11AM THE HURRICANE WE DIDN'T GET OUT FAST ENOUGH AND WE DIDN'T DO
10:44:14AM A GOOD ENOUGH JOB WITH CODE ENFORCEMENT.
10:44:18AM WE HAVE THAT AND FEMA FORMS -- THEY WANTED US TO USE
10:44:23AM PARTICULAR FORMS FOR FLOOD PROOFING AND ELEVATION
10:44:26AM CERTIFICATES, AND, AGAIN, LIMITING THE PARTITIONING OF THE
10:44:30AM AREAS BELOW FLOOD ELEVATIONS.
10:44:32AM THEY ALSO SENT IT TO THE STATE, BECAUSE WE HAVE TO SEND IT
10:44:35AM TO STATE EMERGENCY MANAGEMENT FOR REVIEW.
10:44:38AM THEY HAD 30 DAYS TO REVIEW IT.
10:44:40AM THEY HAVE NOT GIVEN US COMMENTS AT THE FIRST READING BUT WE
10:44:43AM GOT COMMENTS FROM THEM.
10:44:44AM COMMENTS ARE PRETTY MINOR.
10:44:46AM THEY WANTED US TO CLARIFY THE BUILDING'S OFFICIAL ROLE IN
10:44:50AM THIS.
10:44:50AM THEY HAVE PUT IN LANGUAGE HIGHLIGHTED IN YELLOW IN THE
10:44:57AM ORDINANCE ALL THE CHANGES WE MADE SINCE THE FIRST READING.
10:44:59AM AND BASICALLY IT WAS EXPLAINING THE BUILDING OFFICIAL'S
10:45:03AM ROLE.
10:45:03AM THEY HAVE A ROLE IN THIS.
10:45:04AM AND THEY WANTED US TO ADD SOMETHING IN THE END ABOUT -- LET
10:45:09AM ME SEE.
10:45:11AM WHAT WAS THAT?
10:45:12AM FISCAL IMPACT STATEMENT THAT HAVE BEEN REVIEWED.
10:45:15AM BULLET POINT LANGUAGE.
10:45:18AM BASICALLY ITEMS THAT HIGHWAY WORDSMITHING CHANGES.
10:45:21AM SO I AM HAPPY TO ANSWER ANY QUESTIONS IF YOU HAVE ANY.
10:45:26AM >>Mayor Ribble: ANY QUESTIONS?
10:45:29AM SO THIS SHOULD HAD BEEN THE END OF WHAT FEMA REQUIRES US TO
10:45:33AM DO FOR THE TIME BEING, AT LEAST?
10:45:36AM >>Mary Gibbs: JUST FOR THIS ITEM.
10:45:38AM THERE ARE 39 OTHER ACTION ITEMS IN THE CORRECTIVE PLAN.
10:45:41AM THIS IS ONE OF THEM.
10:45:43AM >> UNTIL FEMA IS ABOLISHED.
10:45:45AM >>Mayor Ribble: YES.
10:45:46AM THANK YOU, MARY.
10:45:47AM ARE THERE -- ANY OTHER QUESTIONS FROM THE COUNCIL?
10:45:52AM ANY PUBLIC COMMENCE?
10:45:54AM >>Clerk: ZERO PUBLIC COMMENT AND NO E COMMENT.
10:45:58AM MOTION BY COUNCILMAN LOPEZ AND A SECONDED BY COUNCILMAN
10:46:04AM HUNT.
10:46:04AM >>Jim Ward: AYE.
10:46:05AM >>Rafael Lopez: AYE.
10:46:07AM >>Lori Fayhee: AYE.

10:46:10AM >>Jon McLain: AYE.
10:46:11AM >>Jeff Hunt: AYE.
10:46:12AM >>Vice Mayor Zalucki: AYE.
10:46:14AM >>Mayor Ribble: AYE.
10:46:15AM 6-B, A CONTINUATION OF THE SECOND READING OF THE ZONING
10:46:22AM ORDINANCE NUMBER 2025-02, HOME2 SUITES AT COCONUT POINT THAT
10:46:33AM SPEAKS TO CONDITION 10 ONLY.
10:46:36AM THIS IS STILL QUASI JUDICIAL HEARING.
10:46:40AM IS THERE ANYONE FROM THE APPLICANT WHO INTENDS TO SPEAK AND
10:46:49AM HAS NOT BEEN SWORN IN?
10:46:51AM IN THIS CASE -- MARY.
10:46:52AM >>Mary Gibbs: I CLARIFIED WITH THE APPLICANT.
10:46:54AM IF YOU DO HAVE A QUESTION FOR THEM, THEY CAN COME UP AND WE
10:46:58AM CAN SWEAR THEM IN AT THAT TIME.
10:46:59AM >>Mayor Ribble: OKAY, PLEASE PROCEED.
10:47:02AM >>Mary Gibbs: AGAIN, THIS IS A CONTINUATION OF THE
10:47:06AM QUASI-JUDICIAL HEARING FOR HOME2 SUITES.
10:47:07AM IF YOU RECALL THE HOTEL IN THE BACK PARKING LOT OF COCONUT
10:47:13AM POINT.
10:47:13AM YOU MAY RECALL FROM JUNE 4, WHEN WE HAD THE PUBLIC HEARING
10:47:17AM AND THE SECOND READING, WE HAD QUITE A LENGTHY DISCUSSION OF
10:47:23AM CONDITION 10, RELATING TO THE BUILDING CONSTRUCTION AND
10:47:25AM WHETHER IT SHOULD BE WOOD FRAME, CONCRETE BLOCK.
10:47:28AM WE LEARNED A LOT ABOUT THAT.
10:47:29AM QUITE A LENGTHY DISCUSSION.
10:47:31AM AT THE SAME TIME, AFTER THE DISCUSSION, THE APPLICANT ASKED
10:47:34AM TO CONTINUED THE HEARING TO TODAY.
10:47:36AM SO THE COUNCIL CLOSED THE PUBLIC INPUT PORTION.
10:47:39AM SO TODAY IS JUST A CONTINUATION.
10:47:42AM NO PUBLIC INPUT.
10:47:44AM I WANTED TO TELL YOU SINCE -- SINCE THAT HEARING WHAT HAS
10:47:47AM TRANSPIRED IS WE HAVE HAD SOME DISCUSSIONS BACK AND FORTH
10:47:50AM WITH THE APPLICANT.
10:47:51AM AND WE HAVE REACHED AGREEMENT ON A REVISED CONDITION --
10:47:55AM REVISED STAFF CONDITION THAT IS IN THE ORDINANCE THAT JUST
10:48:01AM EXPLAINS A LITTLE BIT OF CONCRETE BLOCK ON THE EXTERIOR AND
10:48:05AM THE LOW BEARING WALLS AND OTHERS IN ACCORDANCE WITH THE
10:48:09AM BUILDING CODE.
10:48:10AM THE APPLICANT TOLD US THEY AGREED WITH THAT CONDITION.
10:48:13AM SO I DON'T BELIEVE WE REALLY NEED TO HAVE MORE DISCUSSION
10:48:16AM TODAY UNLESS YOU HAVE SOME QUESTIONS -- UNTIL YOU HAVE
10:48:20AM QUESTIONS FOR THE APPLICANT.
10:48:21AM >>Mayor Ribble: BEFORE WE DO QUESTIONS, HAS ANYONE ON THE
10:48:25AM COUNCIL HAD ANY EX-PARTE COMMUNICATIONS SINCE JUNE 18?

10:48:30AM HEARING NONE.
10:48:31AM OKAY.
10:48:32AM THEN IN THAT CASE, ARE THERE ANY QUESTIONS?
10:48:38AM NO?
10:48:38AM SEEING NONE.
10:48:39AM ALL RIGHT.
10:48:40AM SO WE ARE READY FOR A MOTION.
10:48:42AM IS THERE ANY PUBLIC COMMENT?
10:48:46AM >>Mary Gibbs: WE CLOSED THE PUBLIC COMMENT AT THE LAST
10:48:48AM HEARING.
10:48:48AM >>Mayor Ribble: IN THAT CASE, CAN I HAVE A MOTION?
10:48:51AM >>Vice Mayor Zalucki: SO MOVED.
10:48:52AM >>Mayor Ribble: THANK YOU HAVE RICE MAYOR.
10:48:55AM AND A SECOND.
10:48:56AM COUNCILMAN WARD.
10:48:58AM THANK YOU.
10:48:58AM >>Jeff Hunt: AYE.
10:48:59AM >>Jon McLain: AYE.
10:49:01AM >>Lori Fayhee: AYE.
10:49:02AM >>Rafael Lopez: AYE.
10:49:04AM >>Jim Ward: AYE.
10:49:05AM >>Vice Mayor Zalucki: AYE.
10:49:07AM >>Mayor Ribble: AYE.
10:49:08AM THANK YOU.
10:49:09AM THAT PRETTY MUCH FINISHES OUR AGENDA.
10:49:17AM I BEAT YOUR RECORD.
10:49:21AM WILL McLAIN.
10:49:23AM IN THAT CASE GO TO COUNCIL COMMUNICATIONS.
10:49:26AM ANYTHING FOR THE GOOD OF THE VILLAGE?
10:49:30AM ALL QUIET TODAY.
10:49:30AM IN THAT CASE, I WILL JUST SAY HAVE A HAPPY SUMMER BREAK AS
10:49:35AM WE GO ON OUR SUMMER BREAK.
10:49:37AM AND WE WILL SEE YOU ALL BACK HERE READY TO WORK IN
10:49:39AM SEPTEMBER.
10:49:40AM MR. ESCHENFELDER, DO YOU HAVE ANYTHING FOR US.
10:49:48AM >>Robert Eschenfelder: I THINK COUNCIL MEMBER McLAIN WAS
10:49:52AM ASKING A MEETING OR SO AGO WHERE HIGH FIVE IS.
10:49:56AM AND THE DEED WAS FINALLY RECORDED.
10:49:58AM I SENT IT TO THEM YESTERDAY, SO THEY ARE -- ALL OF OUR
10:50:03AM OBLIGATIONS ARE DONE.
10:50:04AM AND THEY ARE GOOD TO GO.
10:50:05AM FROM WHAT I UNDERSTAND FROM THE FOLKS, THEY ARE GOING TO
10:50:13AM FINISH WHAT THEY WILL DO AHEAD OF THE PROJECTED SCHEDULES.
10:50:16AM >>Mayor Ribble: THANK YOU, MR. SARKOZY.

10:50:24AM >>Steve Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL,
10:50:27AM GOOD NEWS OF THE LEGISLATIVE SESSION, THE VILLAGE WAS GOOD
10:50:31AM GET TWO GRANTS, TOTAL $$1.2 MILLION FOR THE STATE FROM OUR
10:50:36AM SEPTIC TO SEWER EFFORTS IN OTHER NEIGHBORHOODS.
10:50:38AM SO THAT IS GOOD NEWS.
10:50:40AM IT HELPS REDUCE THE COST FOR RESIDENTS AND THE VILLAGE.
10:50:45AM THIS SUMMER WILL BE A VERY BUSY ONE, OF COURSE.
10:50:48AM WE ARE WORKING ON FINALIZING THE BUDGET WHICH WILL BE
10:50:52AM PRESENTED IN FINAL FORM IN KEPT.
10:50:55AM BUT THE OTHER BIG ELEMENT IS THE WORK BY SUFFOLK
10:50:58AM CONSTRUCTION, WHICH IS OUR CONTRACTOR OF RECORD FOR THE
10:51:04AM SPORTS PARK.
10:51:04AM IN AUGUST WE ARE ANTICIPATING THAT THEY ARE GOING TO COME
10:51:06AM BACK US TO WITH THEIR ESTIMATES FOR THE VARIOUS PHASES ON
10:51:13AM THEIR SPORTS PARK DEVELOPMENT AND WE HAVE KNOWN FOR A LONG
10:51:16AM TIME WE HAVE GRANDIOSE PLANS THERE IS.
10:51:18AM WE ARE NOT GOING TO BE ABLE TO DO THIS OUGHT AT ONCE.
10:51:21AM AND THERE WILL BE SOME DISCUSSIONS AS TO HOW WE STAGE AND
10:51:26AM PHASE THIS PROJECT TO PROCEED THE BEST IMPACT FOR A
10:51:30AM REASONABLE COST.
10:51:31AM SOME IT WILL BE A BUSY TIME FOR ALL OF US.
10:51:35AM >>Mayor Ribble: ANYTHING ELSE?
10:51:38AM IN THAT CASE, COULD I HAVE A MOTION TO ADJOURN.
10:51:41AM >>Jim Ward: SO MOVED.
10:51:43AM >>Lori Fayhee: SECOND.
10:51:45AM >>Mayor Ribble: THANK YOU.
10:51:47AM AND HAVE A GREAT FOURTH OF JULY.

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CAPTIONING WHICH SHOULD NEITHER BE RELIED UPON FOR COMPLETE
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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 18, 2025 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Casey Carter Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL
Present: Mayor Joanne Ribble - District 1, Councilmember Jeff Hunt- District 2, Councilmember Jon McLain (Left at 11:15 am) - District 3, Councilmember Lori Fayhee – District 4, Councilmember Rafael Lopez - District 5, Councilmember Jim Ward - District 6, and Vice Mayor George Zalucki - District 7.

Also present
Village Manager Steve Sarkozy (via Teams), Village Attorney Robert Eschenfelder, Community Development Director Mary Gibbs, Finance Director Kevin Greenville, Public Works Director David Willems, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember McLain
Seconded by: Councilmember Lopez

Action: Approved agenda.

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

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

eComment

Janis Chance, Corkscrew Woodlands

4. CONSENT AGENDA

(a) June 4, 2025 Village Council Meeting Minutes

Motion: Motion to approve consent agenda.

Motion by: Councilmember Lopez
Seconded by: Councilmember Fayhee

Action: Approved consent agenda.

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

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

6. ACTION ITEM

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

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director

Council Questions or Comments
None

Public Comments
None

Motion: Motion to approve Comprehensive Annual Financial Report.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Ward

.

Action: Approved Comprehensive Annual Financial Report.

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

(b) Disaster Debris Monitoring Services RFP 101225

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

Council Questions or Comments
Councilmembers Hunt and Ward

Public Comments
None

Motion: Motion to 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 and 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.

Motion by: Councilmember Lopez
Seconded by: Councilmember Hunt

Action: Approved 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 and 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.

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

(c) River Oaks Preserve Construction Manager at Risk Contract

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

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

Public Comments
None

Motion: Motion to approve the 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, and 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.

Motion by: Councilmember Hunt
Seconded by: Councilmember Ward

Action: Approved the 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, and 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.

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

(d) Service Agreement- Kemper Sports Mgt LLC

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director
Robert Eschenfelder, Village Attorney

Presentation/Information by
Michael Comparato, Vieste

Council Questions or Comments
Councilmembers Hunt, McLain, Vice Mayor Zalucki, and Mayor Ribble

Public Comments
None

Motion: Motion to approve the service agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $215,580 and authorize the Village Manager to sign the contract and other additional implementation documents on behalf of the Village of Estero Council.

Motion by: Councilmember Ward
Seconded by: Councilmember Lopez

Action: Approved the service agreement between the Village of Estero and Kemper Sports Management LLC for a total contract amount of $215,580 and authorize the Village Manager to sign the contract and other additional implementation documents on behalf of the Village of Estero Council.

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

7. SECOND READINGS AND PUBLIC HEARINGS

(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.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None

Public Comments
None

Motion: Motion to approve Ordinance No. 2025-05.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Fayhee

Action: Approved Ordinance No. 2025-05.

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

(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 Zoning Amendments for Property Bounded by Railroad ROW on the west, Broadway Avenue East on the north, Sandy Lane on the east and that Specific Property Identified as Strap Number 28-46-25-E3-U1962.2433 on the south, 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
Steve Sarkozy, Village Manager
Christopher Baker, Assistant Director Community Development
Mary Gibbs, Community Development Director
Nancy Stroud, Village Land Use Attorney
David Willems, Public Works Director
Robert Eschenfelder, Village Attorney

Presentation/Information by
Dan DeLisi, DeLisi, Inc.
Matthew Shorey, Lennar

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

Public Comments
Joe Brincku, Estero

Motion: Motion to approve Ordinance No. 2025-06 the additions to condition 3 that the fence shown in the pattern book must be maintained by the

property owner and/or homeowners association, and all homes will be at the Lennar "Manor Homes" quality.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Hunt

Action: Approved Ordinance No. 2025-06 the additions to condition 3 that the fence shown in the pattern book must be maintained by the property owner and/or homeowners association, and all homes will be at the Lennar "Manor Homes" quality0.

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

(c) Second Reading for Approval of 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
Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney

Council Questions or Comments
None

Public Comments
None

Motion: Motion to approve Ordinance No. 2025-08.

Motion by: Councilmember Lopez
Seconded by: Councilmember Fayhee

Action: Approved Ordinance No. 2025-08.

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

8. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers McLain, Ward, Vice Mayor Zalucki and Mayor Ribble

Staff Presentation/Comments
Steve Sarkozy, Village Manager

9. VILLAGE ATTORNEY'S REPORT

None

10. VILLAGE MANAGER'S REPORT

Steve Sarkozy, Village Manager

Adjourn Regular Session at 11:18 am and Convene Workshop Items at 11:18 am

11. WORKSHOP

(a) Fiscal Year 2025-2026 Proposed Budget Introduction

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Kevin Greenville, Finance Director

Council Questions or Comments
Councilmember Hunt and Vice Mayor Zalucki

Public Comments
None

12. ADJOURNMENT at 11:30 am

Motion by Councilmember Hunt

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
July 2, 2025

Agenda Item:

Financial Report for the month ended May 31, 2025.

Description:

This financial report provides budget to actual comparisons for the month ending May 31, 2025, which is the **eighth** month of the 2024-2025 fiscal year. Activity year to date is trending as projected during the third quarter of the fiscal year.

- *Ad valorem (real estate) taxes*: May is the eighth month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In May, the Village received 1%, or $67,882 of the annual budgeted ad valorem taxes. Year to date collections total 100% of the budgeted amount.

- *General Fund*: Revenue Sharing Sales Tax (53%), and State Revenue Sharing Fuel Tax (58%) began strong this fiscal year, Half-Cent Sales Tax (55%) totaled $2,337,824 received through May.

- *Available funds:* total funds categorized as available are $45,184,026 which includes the General Fund Capital Projects reserve of $22,216,602.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

1. May 31, 2025, Budget Report All Funds
2. May 31, 2025, Available Funds Report

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Revenue						
001-General Fund						
311000	Ad Valorem Taxes	-67,881.80	-6,615,972.83	-6,560,880.00	55,092.83	100.84%
312410	Local Option Gas Tax-1-6 Cent	-59,667.71	-364,105.29	-625,000.00	-260,894.71	58.26%
315200	Local Communications Srvs Tax	-92,727.07	-644,330.00	-950,500.00	-306,170.00	67.79%
316000	Local Business Tax	-291.65	-5,382.10	-27,000.00	-21,617.90	19.93%
323100	Franchise Fees-Electric	-211,580.31	-1,548,147.38	-2,850,000.00	-1,301,852.62	54.32%
323400	Franchise Fees-Natural Gas	-17,416.75	-95,101.68	-102,500.00	-7,398.32	92.78%
323700	Franchise Fees-Solid Waste	-45,837.87	-91,961.51	-137,500.00	-45,538.49	66.88%
329500	ROW Permits	0.00	-1,050.00	-1,000.00	50.00	105.00%
331500	Federal Grant - Econ Environ	-1,337,332.87	-4,001,105.56	-8,476,900.00	-4,475,794.44	47.20%
334400	State Grant - Transportation	0.00	0.00	-145,000.00	-145,000.00	0.00%
335140	Rev Sharing-Mobile Home Lic Tx	-119.00	-2,518.48	-3,750.00	-1,231.52	67.16%
335150	Rev Sharing-Alcohol Bevrage Tx	-30,273.61	-31,546.15	-31,250.00	296.15	100.95%
335160	Rev Sharing-Sales Tax	-64,140.72	-451,538.67	-850,000.00	-398,461.33	53.12%
335180	Rev Sharing-1/2 Cent Sales Tax	-389,394.10	-2,337,823.53	-4,200,000.00	-1,862,176.47	55.66%
335430	Rev Sharing-Fuel Tax	-16,145.57	-113,661.79	-195,000.00	-81,338.21	58.29%
341300	Administrative Fee	-4,200.60	-60,862.38	-150,000.00	-89,137.62	40.57%
341301	Cost Recovery-Admin Charge	-800.00	-9,050.00	-15,000.00	-5,950.00	60.33%
341900	Dev & Zoning-Fixed Fees	-26,639.00	-73,967.59	-60,000.00	13,967.59	123.28%
341909	Dev & Zoning-Cost Recovery Fee	0.00	-2,562.59	-90,500.00	-87,937.41	2.83%
342500	Code Comp & Contractor License	0.00	0.00	-45,000.00	-45,000.00	0.00%
359000	Fines & Forfeitures	-12.70	-1,414.89	-250.00	1,164.89	565.96%
361100	Interest Income	-122,864.83	-1,060,463.55	-650,000.00	410,463.55	163.15%
362000	Rents & Royalties	-3,000.00	-24,000.00	-36,000.00	-12,000.00	66.67%
369900	Miscellaneous Revenue	-2,854.95	-32,406.43	-65,000.00	-32,593.57	49.86%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for General Fund	**-2,493,181.11**	**-17,568,972.40**	**-26,268,030.00**	**-8,699,057.60**	**66.88%**
105-Driving Range						
000-Non Divisional						
361100	Interest Income	-562.01	-4,855.17	-5,015.00	-159.83	96.81%
	Total for Non Divisional	**-562.01**	**-4,855.17**	**-5,015.00**	**-159.83**	**96.81%**
	Total for Driving Range	**-562.01**	**-4,855.17**	**-5,015.00**	**-159.83**	**96.81%**
110-Building Fee Fund						
445-Building Dept						
322000	Building Permit Fees	-97,347.56	-962,030.01	-1,400,000.00	-437,969.99	68.72%
329501	Surcharge Fee Retained	0.00	-9,321.60	-1,750.00	7,571.60	532.66%
341302	Convenience Fee	-3,015.49	-23,102.83	-35,000.00	-11,897.17	66.01%
361100	Interest Income	-1,907.58	-16,479.63	-23,500.00	-7,020.37	70.13%
	Total for Building Dept	**-102,270.63**	**-1,010,934.07**	**-1,460,250.00**	**-449,315.93**	**69.23%**
	Total for Building Fee Fund	**-102,270.63**	**-1,010,934.07**	**-1,460,250.00**	**-449,315.93**	**69.23%**
201-Debt Service						
000-Non Divisional						
384000	Debt Proceeds	0.00	0.00	-30,000,000.00	-30,000,000.00	0.00%
	Total for Non Divisional	**0.00**	**0.00**	**-30,000,000.00**	**-30,000,000.00**	**0.00%**
	Total for Debt Service	**0.00**	**0.00**	**-30,000,000.00**	**-30,000,000.00**	**0.00%**
300-Capital Projects						
350-Road Impact Fees						
324310	Road Imp Fee-Residential	-79,968.00	-749,700.00	-1,250,000.00	-500,300.00	59.98%
324320	Road Imp Fees-Commercial	0.00	-433,516.55	-400,500.00	33,016.55	108.24%
361100	Interest Income	-41,283.25	-356,646.76	-368,400.00	-11,753.24	96.81%
	Total for Road Impact Fees	**-121,251.25**	**-1,539,863.31**	**-2,018,900.00**	**-479,036.69**	**76.27%**
351-Comm Park Impact Fees						

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
361100	Interest Income	-361.09	-3,119.41	-3,225.00	-105.59	96.73%
	Total for Comm Park Impact Fees	**-361.09**	**-3,119.41**	**-3,225.00**	**-105.59**	**96.73%**
352-Reg Park Imp Fee						
	Total for Reg Park Imp Fee	**0.00**	**0.00**	**0.00**	0.00	**0.00%**
353-Comm Park Contributions						
361100	Interest Income	-338.28	-2,922.40	-1,575.00	1,347.40	185.55%
	Total for Comm Park Contributions	**-338.28**	**-2,922.40**	**-1,575.00**	**1,347.40**	**185.55%**
354-Public Land						
361100	Interest Income	-479.23	-4,140.06	-4,275.00	-134.94	96.84%
	Total for Public Land	**-479.23**	**-4,140.06**	**-4,275.00**	**-134.94**	**96.84%**
355-Park Impact Fees						
324610	Park Imp Fees-Residential	-12,280.00	-115,125.00	-115,000.00	125.00	100.11%
324620	Park Imp Fee-Commercial	0.00	-159,194.00	-67,500.00	91,694.00	235.84%
361100	Interest Income	-4,101.01	-35,428.73	-36,595.00	-1,166.27	96.81%
	Total for Park Impact Fees	**-16,381.01**	**-309,747.73**	**-219,095.00**	**90,652.73**	**141.38%**
360-Physical Environment						
381001	Transfer from General Fund	-51,082.99	-187,472.21	-10,304,615.00	-10,117,142.79	1.82%
	Total for Physical Environment	**-51,082.99**	**-187,472.21**	**-10,304,615.00**	**-10,117,142.79**	**1.82%**
365-Transportation						
366000	Contributions & Donations	0.00	-361,598.56	-16,600,600.00	-16,239,001.44	2.18%
381001	Transfer from General Fund	-1,356,110.93	-4,267,658.03	-30,000,000.00	-25,732,341.97	14.23%
	Total for Transportation	**-1,356,110.93**	**-4,629,256.59**	**-46,600,600.00**	**-41,971,343.41**	**9.93%**
366-Gas Tax						
312420	Local Option Gas Tax 1-5 Cent	-42,989.63	-263,333.27	-415,000.00	-151,666.73	63.45%
361100	Interest Income	-7,556.90	-65,284.13	-143,350.00	-78,065.87	45.54%
	Total for Gas Tax	**-50,546.53**	**-328,617.40**	**-558,350.00**	**-229,732.60**	**58.86%**

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
600-Parks & Recreation						
381001	Transfer from General Fund	-1,229,000.92	-5,426,649.74	-10,000,000.00	-4,573,350.26	54.27%
	Total for Parks & Recreation	**-1,229,000.92**	**-5,426,649.74**	**-10,000,000.00**	**-4,573,350.26**	**54.27%**
	Total for Capital Projects	**-2,825,552.23**	**-12,431,788.85**	**-69,710,635.00**	**-57,278,846.15**	**17.83%**
	Total for Revenue	**-5,421,003.97**	**-31,011,695.32**	**-127,443,930.00**	**-66,427,219.68**	**24.33%**
001-General Fund						
000-Non Divisional						
581360	Transfer to Physcal Envirnment	51,082.99	187,472.21	12,304,615.00	12,117,142.79	1.52%
581365	Transfer to Transportation	1,356,110.93	4,267,658.03	30,000,000.00	25,732,341.97	14.23%
581600	Transfer to Parks& Rec CapProj	1,229,000.92	5,426,649.74	8,000,000.00	2,573,350.26	67.83%
	Total for Non Divisional	**2,636,194.84**	**9,881,779.98**	**50,304,615.00**	**40,422,835.02**	**19.64%**
100-Village Council						
511000	Executive Salaries	10,356.43	82,851.44	124,300.00	41,448.56	66.65%
521000	FICA Taxes	792.29	6,338.32	9,600.00	3,261.68	66.02%
524000	Workers Compensation	0.00	131.49	1,910.00	1,778.51	6.88%
525000	Unemployment Compensation	105.85	1,119.97	2,000.00	880.03	56.00%
540000	Travel and Per Diem	0.00	1,176.32	23,000.00	21,823.68	5.11%
554000	Books Pub & Memberships	0.00	8,527.50	9,500.00	972.50	89.76%
555000	Training	990.00	2,340.00	1,500.00	-840.00	156.00%
	Total for Village Council	**12,244.57**	**102,485.04**	**171,810.00**	**69,324.96**	**59.65%**
101-Village Manager						
511000	Executive Salaries	30,014.19	170,047.68	260,130.00	90,082.32	65.37%
512000	Regular Salaries & Wages	20,127.36	113,958.46	195,000.00	81,041.54	58.44%
513000	Other Salaries & Wages	973.07	5,605.73	8,300.00	2,694.27	67.54%
521000	FICA Taxes	3,986.91	18,785.94	35,410.00	16,624.06	53.05%
522000	Retirement Contributions	3,151.50	17,855.05	44,250.00	26,394.95	40.35%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
523000	Group Health Insurance	0.00	60,708.06	95,035.00	34,326.94	63.88%
524000	Workers Compensation	0.00	565.41	7,100.00	6,534.59	7.96%
525000	Unemployment Compensation	41.74	468.33	850.00	381.67	55.10%
531000	Professional Services	0.00	0.00	85,000.00	85,000.00	0.00%
534000	Misc Contracted Services	0.00	0.00	35,000.00	35,000.00	0.00%
534101	Public Relations	55.91	40,168.28	20,000.00	-20,168.28	200.84%
540000	Travel and Per Diem	0.00	-1,438.47	12,500.00	13,938.47	-11.51%
541000	Communication Services	3,146.99	25,175.92	38,000.00	12,824.08	66.25%
554000	Books Pub & Memberships	0.00	6,741.00	4,000.00	-2,741.00	168.53%
555000	Training	550.00	-185.00	4,250.00	4,435.00	-4.35%
	Total for Village Manager	**62,047.67**	**458,456.39**	**844,825.00**	**386,368.61**	**54.27%**
110-Village Attorney						
531101	Legal Services	25,696.52	153,026.49	212,500.00	59,473.51	72.01%
531102	Land Use Legal Services	3,474.00	21,723.75	85,000.00	63,276.25	25.56%
531103	Code Enforcement Legal	0.00	0.00	12,000.00	12,000.00	0.00%
531106	Land Dev Code Legal	0.00	0.00	15,000.00	15,000.00	0.00%
531109	Miscellaneous legal	0.00	588.80	12,500.00	11,911.20	4.71%
531402	Comprehensive Plan	0.00	0.00	15,000.00	15,000.00	0.00%
	Total for Village Attorney	**29,170.52**	**175,339.04**	**352,000.00**	**176,660.96**	**49.81%**
115-Village Clerk						
512000	Regular Salaries & Wages	5,193.90	29,421.85	130,715.00	101,293.15	22.51%
521000	FICA Taxes	397.32	2,250.69	10,015.00	7,764.31	22.47%
522000	Retirement Contributions	1,696.14	9,601.97	8,845.00	-756.97	108.56%
523000	Group Health Insurance	0.00	0.00	24,640.00	24,640.00	0.00%
524000	Workers Compensation	0.00	-1,224.41	2,550.00	3,774.41	-48.02%
525000	Unemployment Compensation	41.74	459.56	850.00	390.44	54.07%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
531117	Election Services	0.00	28,210.96	85,000.00	56,789.04	33.19%
534102	Codification	0.00	0.00	3,000.00	3,000.00	0.00%
540000	Travel and Per Diem	0.00	895.28	1,250.00	354.72	71.62%
548000	Legal Notices	0.00	2,138.47	5,000.00	2,861.53	42.77%
554000	Books Pub & Memberships	0.00	225.00	500.00	275.00	45.00%
555000	Training	0.00	0.00	750.00	750.00	0.00%
	Total for Village Clerk	**7,329.10**	**71,979.37**	**273,115.00**	**201,135.63**	**26.35%**
130-Finance						
512000	Regular Salaries & Wages	43,929.69	249,734.42	388,490.00	138,755.58	64.28%
521000	FICA Taxes	3,266.61	18,197.28	29,750.00	11,552.72	61.17%
522000	Retirement Contributions	4,152.00	23,523.53	36,000.00	12,476.47	65.34%
523000	Group Health Insurance	0.00	59,611.90	85,465.00	25,853.10	69.75%
524000	Workers Compensation	0.00	394.47	7,120.00	6,430.47	5.54%
525000	Unemployment Compensation	61.39	689.53	1,250.00	-4,962.50	55.16%
531000	Professional Services	0.00	6,212.50	10,000.00	3,787.50	62.13%
532000	Auditing Services	0.00	4,000.00	51,000.00	47,000.00	7.84%
540000	Travel and Per Diem	500.00	1,422.39	4,500.00	3,077.61	31.61%
554000	Books Pub & Memberships	0.00	383.50	2,000.00	1,616.50	19.18%
555000	Training	0.00	210.00	2,000.00	1,790.00	10.50%
	Total for Finance	**51,909.69**	**364,379.52**	**617,575.00**	**247,377.45**	**59.00%**
170-Information Technology						
531110	IT Contracted Services	11,793.62	121,327.16	175,000.00	53,672.84	69.33%
531111	Webmaster Srvs & Maintenance	0.00	39,984.21	34,300.00	-5,684.21	116.57%
531112	Audio Visual Services	0.00	0.00	120,000.00	120,000.00	0.00%
552001	Software Licensing	7,146.10	158,751.09	145,000.00	-13,751.09	109.48%
552002	Small Tools & Equipment	0.00	842.74	10,000.00	9,157.26	8.43%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
564000	Capital Outlay - Mach & Equip	30,400.00	66,808.00	10,000.00	-56,808.00	668.08%
	Total for Information Technology	**49,339.72**	**387,713.20**	**494,300.00**	**106,586.80**	**78.44%**
180-General Government						
531112	Audio Visual Services	0.00	22,247.28	27,550.00	5,302.72	80.75%
531113	Recruitment Services	0.00	19,046.45	12,500.00	-6,546.45	152.37%
531114	Lobbying Services	3,993.00	27,972.00	80,000.00	52,028.00	34.97%
534000	Misc Contracted Services	351.80	57,568.80	250,000.00	192,431.20	23.03%
540000	Travel and Per Diem	0.00	197.19	5,000.00	4,802.81	3.94%
541000	Communication Services	1,052.71	7,846.94	6,500.00	-1,346.94	120.72%
542000	Freight & Postage	0.00	2,149.91	4,500.00	2,350.09	47.78%
543000	Utilities	1,440.81	41,615.84	55,750.00	14,134.16	74.65%
544100	Building Lease	24,148.36	199,138.79	295,000.00	95,861.21	67.50%
544200	Equipment Rental & Leases	555.36	4,218.89	11,000.00	6,781.11	38.35%
545000	Insurance	0.00	183,948.75	175,000.00	-8,948.75	105.11%
546000	Repair & Maintenance Services	811.19	8,005.90	20,000.00	11,994.10	40.03%
547000	Printing	0.00	130.38	1,500.00	1,369.62	8.69%
549101	State Administrative Fees	0.00	7.11	9,500.00	9,492.89	0.07%
549102	Tax Collector Fees	0.00	0.00	4,000.00	4,000.00	0.00%
549103	Contingency	0.00	0.00	125,000.00	125,000.00	0.00%
551000	Office Supplies	2,857.13	18,733.34	7,500.00	-11,233.34	249.78%
552000	Operating Supplies	643.75	8,825.41	25,000.00	16,174.59	35.30%
552005	Bank Charges	95.26	156.77	500.00	343.23	31.35%
554000	Books Pub & Memberships	66.78	532.45	2,000.00	1,467.55	26.62%
	Total for General Government	**36,016.15**	**602,342.20**	**1,117,800.00**	**515,457.80**	**53.89%**
197-COVID						
	Total for COVID	**0.00**	**0.00**	**0.00**	**0.00**	**100.00%**

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
201-Law Enforcement/Security						
534201	Lee Cty Law Enforcement	252.00	3,391.00	10,000.00	6,609.00	33.91%
534501	Lee Cty Animal Control Srvs	0.00	0.00	45,000.00	45,000.00	0.00%
	Total for Law Enforcement/Security	**252.00**	**3,391.00**	**55,000.00**	**51,609.00**	**6.17%**
210-Code Compliance Services						
531115	Special Magistrate Srvs	0.00	2,000.00	20,250.00	18,250.00	9.88%
531201	Code Compliance Contract Srvs	19,074.02	140,346.52	162,500.00	22,153.48	86.37%
549105	Other Chrges-Filing Fees	0.00	170.50	1,500.00	1,329.50	11.37%
	Total for Code Compliance Services	**19,074.02**	**142,517.02**	**184,250.00**	**41,732.98**	**77.35%**
298-Lee County Marine Patrol						
534202	Lee Cty Marine Patrol	0.00	0.00	43,860.00	43,860.00	0.00%
	Total for Lee County Marine Patrol	**0.00**	**0.00**	**43,860.00**	**43,860.00**	**0.00%**
299-Disaster Response						
531000	Professional Services	13,668.50	72,235.25	25,000.00	-47,235.25	288.94%
531116	Disaster Preparedness Services	0.00	1,805.47	10,000.00	8,194.53	18.05%
	Total for Disaster Response	**13,668.50**	**74,040.72**	**35,000.00**	**-39,040.72**	**211.54%**
360-Physical Environment						
531000	Professional Services	2,911.00	2,911.00	25,000.00	22,089.00	11.64%
531301	Water Level & Quality Monitor	5,673.00	65,778.71	170,000.00	104,221.29	38.69%
531305	NPDES Compliance	0.00	7,988.00	5,000.00	-2,988.00	159.76%
531415	Reclaimed Water Study	0.00	0.00	20,000.00	20,000.00	0.00%
531502	Flood Plain-Com Rating System	0.00	0.00	150,000.00	150,000.00	0.00%
534000	Misc Contracted Services	15.98	1,333.98	50,000.00	48,666.02	2.67%
546301	Stormwater Maint	0.00	0.00	150,000.00	150,000.00	0.00%
549106	Water Quality Joint Advocacy	0.00	5,000.00	7,500.00	2,500.00	66.67%
	Total for Physical Environment	**8,599.98**	**83,011.69**	**577,500.00**	**494,488.31**	**14.37%**

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
365-Transportation						
512000	Regular Salaries & Wages	39,412.53	221,164.63	341,225.00	120,060.37	64.81%
521000	FICA Taxes	2,883.25	16,364.20	26,130.00	9,765.80	62.63%
522000	Retirement Contributions	3,501.63	16,949.39	19,000.00	2,050.61	89.21%
523000	Group Health Insurance	0.00	54,536.84	45,020.00	-9,516.84	121.14%
524000	Workers Compensation	0.00	7,547.52	10,050.00	2,502.48	75.10%
525000	Unemployment Compensation	49.11	551.31	1,000.00	448.69	55.13%
531306	Traffic Counts	7,210.00	10,810.00	20,000.00	9,190.00	54.05%
534000	Misc Contracted Services	17,978.75	120,911.67	100,000.00	-20,911.67	120.91%
534301	Street Sweeping Services	2,000.00	16,000.00	30,000.00	14,000.00	53.33%
534302	Right-of-Way Permit Review	0.00	5,784.41	25,000.00	19,215.59	23.14%
534306	Misc Construction Services	10,004.50	63,915.50	60,000.00	-3,915.50	106.53%
540000	Travel and Per Diem	302.19	3,799.32	6,500.00	2,700.68	58.45%
541000	Communication Services	43.19	295.98	650.00	354.02	45.54%
543000	Utilities	2,384.69	36,916.36	85,000.00	48,083.64	43.43%
544200	Equipment Rental & Leases	330.00	2,640.00	2,500.00	-140.00	105.60%
545000	Insurance	0.00	9,642.75	14,750.00	5,107.25	65.37%
546302	Bridge Maintenance	0.00	0.00	10,000.00	10,000.00	0.00%
546304	Irrigation Maintenance	3,778.68	54,272.78	77,500.00	23,227.22	70.03%
546305	Landscape Maintenance	95,082.55	625,720.37	1,180,000.00	554,279.63	53.03%
546306	Mowing Maintenance	0.00	0.00	32,500.00	32,500.00	0.00%
546307	Ditch Maintenance	0.00	101,673.50	157,000.00	55,326.50	64.76%
546309	Street Light Maintenance	0.00	5,448.50	85,500.00	80,051.50	6.37%
546310	Traffic Sign Maintenance	0.00	0.00	70,000.00	70,000.00	0.00%
546311	Traffic Signal Maintenance	0.00	0.00	66,000.00	66,000.00	0.00%
546312	Railroad Maintenance	0.00	32,888.00	150,000.00	117,112.00	21.93%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
546313	Road Maintenance	0.00	131,073.68	412,000.00	280,926.32	31.81%
552000	Operating Supplies	0.00	253.42	5,000.00	4,746.58	5.07%
554000	Books Pub & Memberships	0.00	1,056.00	1,500.00	444.00	70.40%
555000	Training	0.00	49.00	3,000.00	2,951.00	1.63%
	Total for Transportation	**184,961.07**	**1,540,265.13**	**3,036,825.00**	**1,496,559.87**	**50.72%**
439-Development Services						
512000	Regular Salaries & Wages	41,765.67	205,365.56	585,875.00	380,509.44	35.05%
521000	FICA Taxes	3,195.11	16,113.35	44,845.00	28,731.65	35.93%
522000	Retirement Contributions	3,785.31	17,769.60	54,190.00	36,420.40	32.79%
523000	Group Health Insurance	1,525.24	22,037.79	105,810.00	83,772.21	20.83%
524000	Workers Compensation	0.00	4,457.52	12,710.00	8,252.48	35.07%
525000	Unemployment Compensation	98.22	1,050.67	1,500.00	449.33	70.04%
531000	Professional Services	0.00	3,649.00	60,000.00	56,351.00	6.08%
531315	Growth Model Srvs	0.00	0.00	10,000.00	10,000.00	0.00%
531316	Development Srvcs Manager	0.00	0.00	40,000.00	40,000.00	0.00%
531402	Comprehensive Plan	0.00	0.00	30,000.00	30,000.00	0.00%
531403	Land Development Code	0.00	0.00	40,000.00	40,000.00	0.00%
534000	Misc Contracted Services	11,852.25	343,474.53	365,000.00	21,525.47	94.10%
540000	Travel and Per Diem	0.00	589.47	2,500.00	1,910.53	23.58%
548000	Legal Notices	160.86	331.86	6,000.00	5,668.14	5.53%
554000	Books Pub & Memberships	662.00	5,041.01	10,000.00	4,958.99	50.41%
555000	Training	0.00	0.00	1,000.00	1,000.00	0.00%
	Total for Development Services	**63,044.66**	**619,880.36**	**1,369,430.00**	**749,549.64**	**45.27%**
440-Planning, Zoning, Dev Review						
512000	Regular Salaries & Wages	0.00	2,381.48	125,000.00	122,618.52	1.91%
521000	FICA Taxes	0.00	181.11	9,600.00	9,418.89	1.89%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
524000	Workers Compensation	0.00	0.00	2,000.00	2,000.00	0.00%
525000	Unemployment Compensation	0.00	0.00	500.00	500.00	0.00%
531000	Professional Services	0.00	1,500.00	15,000.00	13,500.00	10.00%
549104	Planning & Zoning-Fixed Fee	36,562.90	276,562.77	350,000.00	73,437.23	79.02%
	Total for Planning, Zoning, Dev Review	**36,562.90**	**280,625.36**	**502,100.00**	**221,474.64**	**55.89%**
601-Parks Master Plan						
512000	Regular Salaries & Wages	0.00	0.00	140,000.00	140,000.00	0.00%
521000	FICA Taxes	0.00	0.00	10,710.00	10,710.00	0.00%
522000	Retirement Contributions	0.00	0.00	14,700.00	14,700.00	0.00%
523000	Group Health Insurance	0.00	0.00	31,950.00	31,950.00	0.00%
524000	Workers Compensation	0.00	0.00	2,150.00	2,150.00	0.00%
525000	Unemployment Compensation	0.00	0.00	500.00	500.00	0.00%
531000	Professional Services	52,164.64	224,461.81	0.00	-224,461.81	0.00%
534601	YMCA Operating Agreement	16,234.17	94,078.76	69,300.00	-24,778.76	135.76%
543000	Utilities	78.26	5,414.94	7,750.00	2,335.06	69.87%
544200	Equipment Rental & Leases	1,963.41	2,611.81	2,500.00	-111.81	104.47%
546000	Repair & Maintenance Services	3,228.77	11,684.77	15,000.00	3,315.23	77.90%
	Total for Parks Master Plan	**73,669.25**	**338,252.09**	**294,560.00**	**-43,692.09**	**114.83%**
	Total for General Fund	**3,284,084.64**	**15,126,458.11**	**60,274,565.00**	**45,142,288.86**	**25.10%**
105-Driving Range						
600-Parks & Recreation						
534000	Misc Contracted Services	0.00	825.83	2,500.00	1,674.17	33.03%
541000	Communication Services	0.00	-24.47	1,800.00	1,824.47	-1.36%
543000	Utilities	0.00	685.65	3,000.00	2,314.35	22.86%
546000	Repair & Maintenance Services	0.00	0.00	2,000.00	2,000.00	0.00%
552000	Operating Supplies	0.00	0.00	1,500.00	1,500.00	0.00%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for Parks & Recreation	**0.00**	**1,487.01**	**10,800.00**	**9,312.99**	**13.77%**
	Total for Driving Range	**0.00**	**1,487.01**	**10,800.00**	**9,312.99**	**13.77%**
110-Building Fee Fund						
445-Building Dept						
531000	Professional Services	0.00	3,205.00	100,000.00	96,795.00	3.21%
531110	IT Contracted Services	501.65	4,212.49	5,750.00	1,537.51	73.26%
531401	Building Service Contract	0.00	1,362,816.40	1,300,000.00	-62,816.40	104.83%
541000	Communication Services	153.92	904.06	2,000.00	1,095.94	45.20%
542000	Freight & Postage	0.00	397.30	750.00	352.70	52.97%
543000	Utilities	295.10	5,865.47	8,500.00	2,634.53	69.01%
544100	Building Lease	4,946.05	40,787.46	62,500.00	21,712.54	65.26%
544200	Equipment Rental & Leases	334.46	11,259.15	8,600.00	-2,659.15	130.92%
546000	Repair & Maintenance Services	165.41	1,407.72	3,000.00	1,592.28	46.92%
551000	Office Supplies	60.78	1,755.66	3,500.00	1,744.34	50.16%
552000	Operating Supplies	0.00	60.00	5,000.00	4,940.00	1.20%
552001	Software Licensing	1,275.00	10,200.00	15,000.00	4,800.00	68.00%
552009	Credit Card Fees	3,291.95	25,881.85	40,000.00	14,118.15	64.70%
	Total for Building Dept	**11,024.32**	**1,468,752.56**	**1,554,600.00**	**85,847.44**	**94.48%**
	Total for Building Fee Fund	**11,024.32**	**1,468,752.56**	**1,554,600.00**	**85,847.44**	**94.48%**
201-Debt Service						
000-Non Divisional						
	Total for Non Divisional	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
	Total for Debt Service	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
300-Capital Projects						
350-Road Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%

Village of Estero
Budget Report All Funds
For Month Ending May 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for Road Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
351-Comm Park Impact Fees						
	Total for Comm Park Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
352-Reg Park Imp Fee						
	Total for Reg Park Imp Fee	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
354-Public Land						
	Total for Public Land	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
355-Park Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Park Impact Fees	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
360-Physical Environment						
563000	Capital Outlay - Infrastrcture	51,082.99	187,472.21	22,926,714.00	22,739,241.79	0.82%
	Total for Physical Environment	**51,082.99**	**187,472.21**	**22,926,714.00**	**22,739,241.79**	**0.82%**
365-Transportation						
563000	Capital Outlay - Infrastrcture	1,356,110.93	4,267,658.03	25,772,200.00	21,504,541.97	16.56%
	Total for Transportation	**1,356,110.93**	**4,267,658.03**	**25,772,200.00**	**21,504,541.97**	**16.56%**
366-Gas Tax						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	Total for Gas Tax	**0.00**	**0.00**	**0.00**	**0.00**	**0.00%**
600-Parks & Recreation						
561000	Capital Outlay - Land	0.00	700,157.50	0.00	0.00	0.00%
563000	Capital Outlay - Infrastrcture	1,229,000.92	4,726,492.24	31,170,000.00	0.00	0.00%
	Total for Parks & Recreation	**1,229,000.92**	**5,426,649.74**	**31,170,000.00**	**0.00**	**0.00%**
	Total for Capital Projects	**2,636,194.84**	**9,881,779.98**	**79,868,914.00**	**44,243,783.76**	**0.00%**
	Total for Expense	**5,931,303.80**	**26,478,477.66**	**141,708,879.00**	**89,481,233.05**	**18.69%**
	Net Revenue / Expense	**510,299.83**	**-4,533,217.66**	**14,264,949.00**	**23,054,013.37**	**-31.78%**

Village of Estero

Available Funds Report
For the Month Ending May 25

Available Funds Report	
General Fund Capital Projects	$ 22,216,602
Building Fee Fund	(87,246)
Gas Tax Capital Projects	3,005,488
Developer Contribution	279,594
Road Impact Fees	17,134,133
Community Park Impact Fees	119,269
Estero Park Entry Contribution	111,743
Park Imp Fees	2,108,734
Public Land Purchase	158,342
Driving Range	137,369
Total Available Funds	$ 45,184,026

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Resolution No. 2025-10

Motion to adopt Resolution No. 2025-10.

Background:

On July 1, 2025, the Property Appraiser of Lee County, Florida served upon the Village of Estero a Certification of Taxable Value certifying to the Village of Estero its taxable value.

Florida Statute Section 200.065, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall furnish to the Property Appraiser the proposed millage rate, the rolled-back rate, and the date, time, and place at which a public hearing will be held to consider the proposed millage rate and the budget for Fiscal Year 2025-2026.

Description:

The proposed millage rate for fiscal year 2025-2026 is 0.7300 mills ($0.7300 per $1,000 of assessed property value) which is equal to the prior year rate. This proposed operating millage rate is greater than the rolled-back rate of 0.6969 mills by 4.75%. The two public hearings will be held on September 10, 2025, at 5:05 P.M. and September 17, 2025, at 5:05 P.M.

Action Requested:

Motion to adopt Resolution No. 2025-10.

Process and Timeline:

The next meetings on the millage rate will be public hearings on September 10, 2025, at 5:05 P.M. and September 17, 2025, at 5:05 P.M.

Financial Impact:

Approval of the resolution will provide the required information to initiate Ad Valorem taxes for the Fiscal Year 2025-2026.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Resolution No. 2025-10

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2025 –10

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, DETERMINING THE PROPOSED MILLAGE RATE FOR FISCAL YEAR 2025-2026, SETTING THE DATE, TIME AND PLACE FOR THE PUBLIC HEARINGS REQUIRED BY STATE LAW; DIRECTING STAFF TO TRANSMIT NECESSARY DOCUMENTATION PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 1, 2025, the Property Appraiser of Lee County, Florida served upon the Village of Estero a "Certification of Taxable Value" certifying to the Village of Estero its taxable value; and

WHEREAS, Florida Statute Section 200.065, requires that within thirty-five (35) days of service of the Certification of Taxable Value upon a municipality, said municipality shall furnish to the Property Appraiser the proposed millage rate, the rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage rate and the budget for Fiscal Year 2025-2026.

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

Section 1. The proposed millage rate for fiscal year 2025-2026 to be discussed at the first budget hearing is hereby declared to be 0.7300 mills ($0.7300 per $1,000 of assessed property value). This proposed operating millage rate is greater than the rolled-back rate of 0.6969 mills by 4.75%.

Section 2. The Village Council hereby sets the date, time and place for the budget hearings required by Florida Statutes as follows:

Date	Time	Place
September 10, 2025	5:05 P.M.	Village Hall Administrative Bldg. 9401 Corkscrew Palms Circle Estero, Florida 33928
September 17, 2025	5:05 P.M.	Village Hall Administrative Bldg. 9401 Corkscrew Palms Estero, Florida 33928

Section 3. The Village Manager or designee is hereby directed to transmit all necessary documentation in compliance with the rules and regulations of the Florida Department of Revenue on their Internet-based system for completing and submitting documents for the Florida's Truth-In-Millage (TRIM) and maximum millage oversight process.

Section 4. This Resolution shall take effect immediately upon adoption.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon adoption.

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this__ day of _____, 2025.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____
Carol Sacco, Village Clerk

By: _____
Joanne Ribble, Mayor

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Resolution No. 2025-11 Budget Amendment

Motion to adopt Resolution No. 2025-11.

Background:

The Village performs budget amendments throughout each fiscal year as new appropriations, transfers, or increased revenue occur. Resolution No. 2025-11 is the first budget amendment for fiscal year 2024-2025.

Description:

As Florida Statute Chapter 166.241(2) prohibits expenditures that exceed budgeted amounts, the Village allocates the audited carryforward balances to each fund following the completion of the prior year's financial audit. This approach will help establish a contingency and help prevent the risk of over-expenditure.

The fiscal year ending September 30, 2024, audited carryforward balances for each fund, can be found on the Balance Sheet of Governmental Funds located on page 20 within the audit report. It has been included as Attachment 2.

Action Requested:

Motion to adopt Resolution No. 2025-11

Process and Timeline:

The appropriations will become effective immediately upon adoption.

Financial Impact:

Approval of the resolution will allocate fund balance carryforward for each fund within the Fiscal Year 2024-2025 budget.

Prepared by: Lindsey McNeal

Attachments:

1. Resolution No. 2025-11
2. Balance Sheet Governmental Funds September 30, 2024
3. Adopted Budget Summary 2024-2025
4. Attachment 1 Budget Amendment #1

VILLAGE OF ESTERO, FLORIDA

RESOLUTION NO. 2025 –11

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING THE FIRST BUDGET AMENDMENT FOR FISCAL YEAR 2024-2025 TO APPROVE THE USE OF VILLAGE FUNDS AND TO RECOGNIZE THE AUDITED CARRYFORWARD IN EACH FUND MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE DATE.

WHEREAS Resolution No. 2024-19 adopted the 2024-2025 fiscal year budget; and

WHEREAS Florida Statute Chapter 166.241(2) prohibits expenditures that exceed budgeted amounts, the Village will allocate the audited carryforward balances to each fund following the completion of the prior year's financial audit. This approach will help establish a contingency and help prevent the risk of over-expenditure.

WHEREAS, the fiscal year ending September 30, 2024, audited carryforward balances for each fund, can be found on the Balance Sheet of Governmental Funds located on page 20 within the audit report.

WHEREAS, as provided in the Village Charter Section 8(6)(d), the following transfer of unencumbered appropriations will be transferred within the 2024-2025 Budget.

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

Section 1. The Village Council approves the first amendment to the 2024-2025 budget as follows:

See Attachment 1 detailing the budget amendments for each fund.

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

ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this__ day of _____, 2025.

Attest:

By: _____
Carol Sacco, Village Clerk

VILLAGE OF ESTERO, FLORIDA

By: _____
Joanne Ribble, Mayor

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Village of Estero, Florida
Balance Sheet
Governmental Funds
September 30, 2024

	General	Special Revenue Building Fee	Capital Projects	Nonmajor Governmental Fund	Total Governmental Funds
ASSETS					
Cash and cash equivalents	$ 21,407,547	$ 373,579	$ 22,954,706	$ 140,280	$ 44,876,112
Restricted cash and cash equivalents	10,256,912	-	-	-	10,256,912
Receivables (net)	292,459	22,987	139,698	-	455,144
Due from other governments	576,635	-	-	-	576,635
Deposits	14,525	-	15,800	-	30,325
Total assets	$ 32,548,078	$ 396,566	$ 23,110,204	$ 140,280	$ 56,195,128
LIABILITIES AND DEFERRED INFLOWS OF RESOURCES					
Liabilities:					
Accounts payable	$ 291,904	$ 3,098	$ 1,670,829	$ 6,280	$ 1,972,111
Accrued liabilities	404,590	-	-	-	404,590
Due to other governments	546,481	38,716	-	-	585,197
Customer deposits	256,912	-	-	-	256,912
Total liabilities	1,499,887	41,814	1,670,829	6,280	3,218,810
Deferred Inflows of Resources:					
Unearned revenues	10,000,000	-	-	-	10,000,000
Total deferred inflows of resources	10,000,000	-	-	-	10,000,000
Fund balances:					
Nonspendable	14,525	-	15,800	-	30,325
Restricted for:					
Culture and recreation capital improvements	-	-	2,273,580	-	2,273,580
Highways and streets capital improvements	-	-	18,995,793	-	18,995,793
Parks and public land acquisition	-	-	154,202	-	154,202
Building code compliance	-	354,752	-	-	354,752
Committed to reserves	9,669,400	-	-	-	9,669,400
Assigned for driving range	-	-	-	134,000	134,000
Unassigned	11,364,266	-	-	-	11,364,266
Total fund balances	21,048,191	354,752	21,439,375	134,000	42,976,318
Total liabilities, deferred inflows of resources, and fund balances	$ 32,548,078	$ 396,566	$ 23,110,204	$ 140,280	$ 56,195,128

The notes to the financial statements are an integral part of this statement.

ADOPTED BUDGET SUMMARY
Village of Estero - Fiscal Year 2024-2025

ESTIMATED REVENUES		GENERAL FUND	BUILDING FUND	DEBT SERVICE	CAPITAL PROJECTS	DRIVING RANGE	TOTAL ALL FUNDS
Taxes:							
Ad Valorem Taxes							
General Fund Millage per $1,000	**0.7300**	**$ 6,560,880**	$ -	$ -	$ -	$ -	$ 6,560,880
Gas Tax		625,000	-	-	415,000	-	1,040,000
Franchise Fees		3,090,000	-	-	-	-	3,090,000
Communication Services Tax		950,500	-	-	-	-	950,500
Other Taxes		27,000	-	-	-	-	27,000
Licenses and Permits		1,000	1,401,750	-	-	-	1,402,750
Intergovernmental Revenues		13,901,900	-	-	16,600,600	-	30,502,500
Charges for Services		360,500	35,000	-	-	-	395,500
Fines and Forfeitures		250	-	-	-	-	250
Impact Fees		-	-	-	1,908,000	-	1,908,000
Investment Earnings		650,000	23,500	-	482,420	5,015	1,160,935
Other Miscellaneous Revenues		101,000		-	-	-	101,000
TOTAL SOURCES		**26,268,030**	**1,460,250**	**-**	**19,406,020**	**5,015**	**47,139,315**
Transfers In		-	-		50,304,615	-	50,304,615
Proceeds from Debt Issue		-	-	30,000,000	-	-	30,000,000
Fund Balances/Reserves/Net Assets		27,682,033	443,445	-	16,634,405	145,517	44,905,400
TOTAL REVENUES, TRANSFERS & BALANCES		**$ 53,950,063**	**$ 1,903,695**	**$30,000,000**	**$86,345,040**	**$ 150,532**	**$ 172,349,330**
EXPENDITURES							
General Government		$ 5,742,955	$ -	$ -	$ -	$ -	$ 5,742,955
Public Safety		273,110	1,554,600	-	-	-	1,827,710
Physical Environment		577,500	-	-	57,421,714	-	57,999,214
Transportation		3,036,825	-	-	22,447,200	-	25,484,025
Human Services		45,000	-	-	-	-	45,000
Culture and Recreation		294,560	-	-	-	10,800	305,360
TOTAL EXPENDITURES		**9,969,950**	**1,554,600**		**79,868,914**	**10,800**	**91,404,264**
Transfers Out		20,304,615	-	30,000,000	-	-	50,304,615
Fund Balances/Reserves/Net Assets		23,675,498	349,095	-	6,476,126	139,732	30,640,451
TOTAL APPROPRIATED EXPENDITURES, TRANSFERS, RESERVES & BALANCES		**$ 53,950,063**	**$ 1,903,695**	**$30,000,000**	**$86,345,040**	**$ 150,532**	**$ 172,349,330**

The complete adopted budget book will be uploaded to the Village website in lieu of this document when finished.

Village of Estero, Florida
Annual Budget - General Fund
Budget Amendment #1
For the Year Ended September 30, 2025

	Budgeted Amounts		
	Original	Amendment #1	Final
REVENUES			
Property (0.7300 mills)	$ 6,560,880	$ -	$ 6,560,880
Gas	625,000	-	625,000
Franchise	3,090,000	-	3,090,000
Communications services	950,500	-	950,500
Other Taxes	27,000	-	27,000
Licenses and permits	1,000	-	1,000
Intergovernmental revenues	13,901,900	-	13,901,900
Charges for services	360,500	-	360,500
Fines and forfeitures	250	-	250
Investment earnings	650,000	-	650,000
Other Miscellaneous Revenues	101,000	-	101,000
TOTAL REVENUES	26,268,030	-	26,268,030
Fund Balance/Carryover	27,682,033	(6,633,842)	21,048,191
TOTAL REVENUES / SOURCES	$ 53,950,063	$ (6,633,842)	$ 47,316,221
EXPENDITURES			
General government	$ 5,742,955	$ -	$ 5,742,955
Public safety	273,110	-	273,110
Physical environment	577,500	-	577,500
Transportation	3,036,825	-	3,036,825
Human services	45,000	-	45,000
Culture and recreation	294,560	-	294,560
Capital outlay		-	-
Debt service		-	
Principal retirement	-	-	-
Interest	-	-	-
TOTAL EXPENDITURES	9,969,950	-	9,969,950
OTHER FINANCING USES			
Transfers out	20,304,615	-	20,304,615
Total other financing uses	20,304,615	-	20,304,615
TOTAL EXPENDITURES AND FINANCING USES	30,274,565	-	30,274,565
FUND BALANCE			
Nonspendable	-	-	-
Restricted	-	-	-
Committed	9,500,000	-	9,500,000
Unassigned	14,175,498	(6,633,842)	7,541,656
TOTAL FUND BALANCE	23,675,498	(6,633,842)	17,041,656
TOTAL EXPENDITURES OTHER FINANCING USES AND FUND BALANCE	$ 53,950,063	$ (6,633,842)	$ 47,316,221

Village of Estero, Florida
Annual Budget - Building Fee Fund
Budget Amendment #1
For the Year Ended September 30, 2025

	Budgeted Amounts		
	Original	Amendment #1	Final
REVENUES			
Licenses and permits	1,401,750	-	1,401,750
Charges for services	35,000	-	35,000
Investment earnings	23,500	-	23,500
TOTAL REVENUES	1,460,250	-	1,460,250
Fund Balance/Carryover	443,445	(88,693)	354,752
TOTAL REVENUES / SOURCES	$ 1,903,695	$ (88,693)	$ 1,815,002
EXPENDITURES			
Public safety	1,554,600	-	1,554,600
TOTAL EXPENDITURES	1,554,600	-	1,554,600
OTHER FINANCING USES			
Transfers out	-	-	-
Total other financing uses	-	-	-
TOTAL EXPENDITURES AND FINANCING USES	1,554,600	-	1,554,600
FUND BALANCE			
Nonspendable	-	-	-
Restricted	349,095	(88,693)	260,402
Committed	-	-	-
Unassigned	-	-	-
TOTAL FUND BALANCE	349,095	(88,693)	260,402
TOTAL EXPENDITURES OTHER FINANCING USES AND FUND BALANCE	$ 1,903,695	$ (88,693)	$ 1,815,002

Village of Estero, Florida
Annual Budget - Capital Projects Fund
Budget Amendment #1
For the Year Ended September 30, 2025

	Budgeted Amounts		
	Original	Amendment #1	Final
REVENUES			
Gas	415,000	-	415,000
Intergovernmental	16,600,600		16,600,600
Impact Fees	1,908,000	-	1,908,000
Investment earnings	482,420	-	482,420
TOTAL REVENUES	19,406,020	-	19,406,020
Fund Balance/Carryover	16,634,405	4,804,970	21,439,375
OTHER FINANCING SOURCES			
Transfers in	50,304,615	-	50,304,615
Total other financing sources	50,304,615	-	50,304,615
TOTAL REVENUES / SOURCES	$ 86,345,040	$ 4,804,970	$ 91,150,010
EXPENDITURES			
Physical environment	57,421,714	-	57,421,714
Transportation	22,447,200	-	22,447,200
TOTAL EXPENDITURES	79,868,914	-	79,868,914
OTHER FINANCING USES			
Transfers out	-	-	-
Total other financing uses	-	-	-
TOTAL EXPENDITURES AND FINANCING USES	79,868,914	-	79,868,914
FUND BALANCE			
Nonspendable	-	-	-
Restricted	6,476,126	4,804,970	11,281,096
Committed	-	-	-
Unassigned	-	-	-
TOTAL FUND BALANCE	6,476,126	4,804,970	11,281,096
TOTAL EXPENDITURES OTHER FINANCING USES AND FUND BALANCE	$ 86,345,040	$ 4,804,970	$ 91,150,010

Village of Estero, Florida
Annual Budget - Driving Range Fund
Budget Amendment #1
For the Year Ended September 30, 2025

	Budgeted Amounts		
	Original	Amendment #1	Final
REVENUES			
Investment earnings	5,015	-	5,015
TOTAL REVENUES	5,015	-	5,015
Fund Balance/Carryover	145,517	(11,517)	134,000
TOTAL REVENUES / SOURCES	$ 150,532	$ (11,517)	$ 139,015
EXPENDITURES			
Culture and Recreation	10,800	-	10,800
TOTAL EXPENDITURES	10,800	-	10,800
OTHER FINANCING USES			
Transfers out	-	-	-
Total other financing uses	-	-	-
TOTAL EXPENDITURES AND FINANCING USES	10,800	-	10,800
FUND BALANCE			
Nonspendable	-	-	-
Restricted	139,732	(11,517)	128,215
Committed	-	-	-
Unassigned	-	-	-
TOTAL FUND BALANCE	139,732	(11,517)	128,215
TOTAL EXPENDITURES OTHER FINANCING USES AND FUND BALANCE	$ 150,532	$ (11,517)	$ 139,015

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Resolution No. 2025-12 Amending Defined Contribution Retirement Plan

Motion to adopt Resolution No. 2025-12.

Background:

The Village provides a defined contribution retirement plan where each regular full-time employee is eligible for participation. The Village will contribute ten and one-half percent (10.5%) of the employee's base pay (into a 401(a) plan) contingent upon the employee contributing two and one-half percent (2.5%) (into a 457(b) plan) of the employee's base pay.

Description:

The Village strives to provide a competitive and comprehensive benefits package for employees. As part of this, staff identified a cost neutral benefit enhancement for eligible employees. The proposed amendment to the Plan would allow eligible employees to contribute up to 25% of their salary tax-deferred into the 401(a) plan within IRS limits.

Additionally, the amendment establishes a 1 year vesting period for new hires regarding the Village's 401 (a) contribution.

Action Requested:

Motion to adopt Resolution No. 2025-12

Process and Timeline:

The changes will become effective immediately upon adoption.

Financial Impact:

There is no additional cost to the Village.

Prepared by: Kevin Greenville, CPA

Attachments:

1. Resolution No. 2025-12
2. Florida Municipal Pension Trust Fund 401(a) Defined Contribution Retirement Plan Adoption Agreement

RESOLUTION NO. 2025 – 12

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING THE DEFINED CONTRIBUTION RETIREMENT PLAN FOR THE EMPLOYEES OF ESTERO, FLORIDA; PROVIDING CONFLICTING RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 31st 2016, the Village Council of the Village of Estero (hereinafter referred to as the "Participating Employer") adopted a defined contribution plan and deferred compensation plan (the Village of Estero Retirement Plan and Trust) in order to provide certain classes of its employees with opportunities to accrue retirement benefits; and

WHEREAS, the Plan and Trust authorizes the Village Council to amend the Plan and Trust, in whole or in part, either retroactively or prospectively, by delivering to the Trustee a written amendment in accordance with the limitations set out in that section; and

WHEREAS, 26 U.S.C. § 414(h) allows contributions of employee in a "government plan" contributing to a § 401 or § 403 plan to be designated as "employer contributions" under the conditions in that statute and Revenue Ruling 2006-43; and

WHEREAS, the Village Manager, in an effort to afford employees with optimal retirement planning opportunities, has determined that it would be in the best interests of Village employees and the Village to amend the Plan and Trust to allow for 414(h) contributions; and

WHEREAS, the Village Council finds it is in the Village's best interests to approve an Adoption Agreement with the Florida Municipal Pension Trust Fund to amend the Plan and Trust to allow for the opportunity for § 414(h) contributions to be made for employees.

NOW THEREFORE BE IT RESOLVED by the Village Council of the Village of Estero, Florida, that:

Section 1. The Village Council, in its capacity as the Trustee of the Retirement Plan and Trust for the Employees of Estero (the "Plan"), hereby approves the changes to the Plan as set out forth in **Exhibit "A"**, attached hereto and incorporated herein.

Section 2. The Plan changes approved by this Resolution shall become effective September 1st 2025.

Section 3. The Village Manager is authorized to execute such documents for the Plan Administrator as are required to effectuate the Plan changes approved by this Resolution.

BE IT FURTHER RESOLVED that any prior motion or Resolution adopted by the Commission which is in conflict with this Resolution is hereby repealed.

ADOPTED this 2nd day of July, 2025, by the Village Council of the Village of Estero, Florida.

VILLAGE OF ESTERO, FLORIDA

Attest:

_____
Joanne Ribble, Mayor

_____
Carol Sacco, Village Clerk

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Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

Please tell us about the Participating Employer, which unless noted shall also be the Plan Sponsor:

Name of Government Entity	Village of Estero
Address	9401 Corkscrew Palms Circl
Address	
City, State Zip	Estero, FL 33928

Individual to Receive Plan Notices	Kevin Greenville
Title	Finance Director
Telephone	(239) 221-5035
Email	greenville@estero-fl.gov

Your Plan Administrator is:

Florida League of Cities, Inc.
301 S. Bronough Street
P.O. Box 1757
Tallahassee, Florida 32302

Contacts:

Jeremy Button, Senior Analyst, jbutton@flcities.com
Rodney Walton, Account Executive, rwalton@flcities.com
Phone: (850) 222-9684
Fax: (850) 222-3806

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☐ does or ☒ does not have an additional existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Participating Employer must provide the plan name, name of the provider, and such other information requested by the Plan Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code ("Code") Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the Florida Municipal Pension Trust Fund ("FMPTF") § 401(a) Defined Contribution Retirement Plan ("Plan"). By adopting this Adoption Agreement, the Participating Employer is adopting a Basic Plan Document intended to comply with Code Sections 401(a) and 414(d).

This Adoption Agreement is for the following purpose **(check one)**:

☐ This is a new 401(a) defined contribution plan adopted by the Participating Employer for its Employees effective _____, _____ (insert effective date of this Adoption Agreement, but not earlier than the beginning of the plan year in which the plan is adopted).

☒ This is an amendment to the current Adoption Agreement previously adopted by Participating Employer, to be effective January 24, 2025 (insert effective date of this Adoption Agreement, but not earlier than the beginning of the plan year in which the amendment is adopted). This Adoption Agreement is intended to amend and replace the Adoption Agreement previously adopted by the Participating Employer, which was originally effective February 4, 2025 (insert original effective date of previous Adoption Agreement, as follows (please specify type below):

☐ This is an amendment to change one or more of the Participating Employer's contribution elections in the existing Adoption Agreement.

☒ Other (must specify elective provisions in this Adoption Agreement that are being changed):
Allows for 414(h) employee contributions, change vesting to 1 year for new hires

☐ This is an amendment and restatement of another defined contribution plan of the Participating Employer, effective _____, _____ (insert effective date of this Adoption Agreement). This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Participating Employer's preexisting plan, which became effective on _____, _____ (insert original effective date of preexisting plan). The Participating Employer understands that it is the Participating Employer's responsibility to ensure that the preexisting plan met all applicable state and federal requirements.

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Florida League of Cities, Inc.

Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

SELECTION OF INVESTMENT OPTIONS

NOTE: All investment selections are subject to the approval of the Master Trustees of the Florida Municipal Pension Trust Fund ("Master Trustee") and governed by the Basic Plan Document, the Master Trust Agreement, and the FMPTF Investment Policy.

You select the following investment option **(check one)**:

☒ Master Trustee will select Investment option(s) in accordance with provisions of the participating defined contribution plans. The Master Trustee may establish one (1) or more investment options within the Defined Contribution Pension Plan Trust, each option being hereinafter referred to as an "investment option." The Master Trustee shall manage, acquire or dispose of the assets in an investment option in accordance with valid specific investment directions given by the Participating Employers or Participating Employees. The Master Trustee shall establish at least one (1) default investment option in the absence of valid Participating Employer or Participating Employee investment direction. From time to time, the Master Trustee may eliminate an investment option, and the proceeds thereof shall be reinvested in another investment option in accordance with the directions of the Master Trustee.

☐ The Participating Employer will select and oversee investment options for the defined contribution plan through Open Architecture Investment. "Open Architecture Investment" means a Participating Employer that has been acknowledged through the Trust Joinder Agreement to select and oversee the investment options under and for the FMPTF 401(a) defined contribution retirement plan, rather than using the investment options selected by the Master Trustee. By selecting Open Architecture Investment, the Participating Employer acknowledges the Master Trustee and Plan Administrator are responsible for only the administrative services provided to the defined contribution plan. By selecting Open Architecture Investment, the Participating Employer accepts the responsibility for selecting and overseeing defined contribution plan investment option(s), including default investment option(s), rather than using the investment options selected by the Master Trustee. The Participating Employer acknowledges by the selection of Open Architecture Investment that neither the Plan Administrator nor the Master Trustee have any responsibility for and shall not have any liability relating to the selection or oversight of defined contribution plan investment options. The Master Trustee shall have no fiduciary duty or any liability for an investment option or any loss sustained by a Participating Employer, Participating Employee, Beneficiary, or Alternate Payee whose Account in whole or in part is invested through Open Architecture Investment. The Participating Employer is responsible for providing the Plan Administrator with all information and updates concerning selected investment option(s), including the default investment option(s), for the defined contribution plan.

PLAN PROVISIONS

The Participating Employer will use the FMPTF's § 401(a) Defined Contribution Retirement Plan Document. For any Plan choice that this Adoption Agreement fails to specify, the Participating Employer is deemed to have specified the first-displayed choice.

Your Plan Year is:

☒ October 1 – September 30

☐ January 1 – December 31

☐ Other (specify): _____

PAYROLL PERIOD

The Payroll Period of the Participating Employer is:

☐ Weekly
☒ Bi-weekly
☐ Semi-monthly
☐ Monthly
☐ Other (specify): _____

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Florida League of Cities, Inc.

Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

WHO'S ELIGIBLE

Generally, the following Employee classes are allowed to participate in the Plan:

- ☒ General Employees
- ☐ Police Officers
- ☐ Firefighters

AGE CONDITION

An Employee is eligible if he or she has attained:

- ☒ No age requirement
- ☐ Age 16
- ☐ Age 18
- ☐ Age 21

SERVICE CONDITION

An Employee is eligible if he or she has completed:

- ☐ No service requirement
- ☐ 3 Months of Service as an otherwise Eligible Employee
- ☐ 1 Year of Service as an otherwise Eligible Employee
- ☒ Other (must specify):

Tier 1: eligible upon becoming a full-time employee
Tier 2: eligible on October 1 after 1st year of employment (enrollment September 1-September 30)
Tier 3: eligible on October 1 after 2nd year of employment (enrollment September 1-September 30)
Tier 4: eligible on October 1 after 3rd year of employment (enrollment September 1-September 30)
Tier 5: eligible on October 1 after 4th year of employment (enrollment September 1-September 30)
Tier 6: eligible on October 1 after 5th year of employment (enrollment September 1-September 30)
Tier 7: eligible on October 1 after 6th year of employment (enrollment September 1-September 30)
Tier 8: eligible on October 1 after 7th year of employment (enrollment September 1-September 30)
Tier 9: eligible on October 1 after 8th year of employment (enrollment September 1-September 30)
Tier 10: eligible on October 1 after 9th year of employment (enrollment September 1-September 30)
Tier 11: eligible on October 1 after 10th year of employment (enrollment September 1-September 30)
Tier 12: eligible on October 1 after 11th year of employment (enrollment September 1-September 30)
Tier 13: eligible on October 1 after 12th year of employment (enrollment September 1-September 30)
Tier 14: eligible on October 1 after 13th year of employment (enrollment September 1-September 30)
Tier 15: eligible on October 1 after 14th year of employment (enrollment September 1-September 30)
Tier 16: eligible on October 1 after 15th year of employment (enrollment September 1-September 30)
Tier 17: eligible on October 1 after 16th year of employment (enrollment September 1-September 30)
Tier 18: eligible on October 1 after 17th year of employment (enrollment September 1-September 30)
Tier 19: eligible on October 1 after 18th year of employment (enrollment September 1-September 30)
Tier 20: eligible on October 1 after 19th year of employment (enrollment September 1-September 30)
Tier 21: eligible on October 1 after 20th year of employment (enrollment September 1-September 30)
Tier 22: eligible on October 1 after 21st year of employment (enrollment September 1-September 30)
Tier 23: eligible on October 1 after 22nd year of employment (enrollment September 1-September 30)
Tier 24: eligible on October 1 after 23rd year of employment (enrollment September 1-September 30)
Tier 25: eligible on October 1 after 24th year of employment (enrollment September 1-September 30)

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Florida Municipal Pension Trust Fund
§ 401(a) Defined Contribution Retirement Plan
Adoption Agreement

EXCLUDED EMPLOYEES

Every Employee shares in Non-elective Contributions and Matching Contributions except an Employee who belongs to a classification specified below:

☐ No excluded employees

☒ Part-time Employees (specify definition of part-time if other than an Employee who normally works (or, if a schedule applies, is regularly scheduled to work) less than 20 hours per week):

☒ Other (must specify):
Council members

PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may make Non-elective Contributions and/or Matching Contributions as specified below. Non-elective Contributions and Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. Annual Contributions must be remitted to the Plan Administrator no later than 15 business days after the end of the Plan Year. A Participating Employer may establish different classes of Employees for contribution purposes in this Adoption Agreement. The Participating Employer hereby elects to make Contributions as follows (choose one or both as applicable):

☐ Non-elective Contributions – Participating Employer Non-elective Contributions will be made on the following basis (must specify):

☒ Matching Contributions

Matching Contributions are Participating Employer Contributions that may be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan (Employee Basic Contributions).

If the Participating Employer provides Matching Contributions, the amount of Matching Contributions made for a Participant each Plan Year will be (choose only one):

☐ 100% match, up to ____% of such Participant's Employee Contributions.

☐ ____% of the Participant's Employee Basic Contributions, which cannot exceed ____% of the Participant's Compensation.

☒ other formula (requires approval from the FMPTF) _____if an employee contributes at least 2.5% of the employee's base pay to the 457(b) deferred compensation plan, then the Village will contribute 10.5% of the employee's base page to the 401(a) defined contribution plan.

Non-elective Contributions and Matching Contributions in the year of termination

A Participant shall receive the Employer Contribution during the year of termination regardless of time completed, subject to the vesting schedule.

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Adoption Agreement

MANDATORY EMPLOYEE CONTRIBUTIONS

If there are no Employee Contributions to **this** Plan, do not complete this Section.

A Participating Employer may require Employee Contributions to the Plan as specified below. A Participating Employer may also elect whether to pick-up the Employee Contributions to the Plan under Code Section 414(h)(2) (generally resulting in the contributions being made to the plan on a pre-tax basis). Employee Contributions must be remitted to the Plan Administrator no later than 15 business days after the Payroll Period. The Participating Employer hereby elects to require Employee Contributions as follows:

☒ **Employee Contributions** – Participating Employees are required to contribute to the Plan on the following basis **(must specify)**:

Each class of employees shall make an election for each of the options below:

Participants in Tiers 1 through 25 must contribute 0%, 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10%, 11%, 12%, 13%, 14%, 15%, 16%, 17%, 18%, 19%, 20%, 25% of Compensation or an amount equal to 50% of the Internal Revenue Service Code Sec. 415(c)(1)(A) limitation in effect for the Plan Year or 100% of the Internal Revenue Service Code Sec. 415(c)(1)(A) limitation in effect for the Plan Year.

Participants in Tiers 1 through 25 that are eligible for a Paid Time Off (PTO) buy-out of up to eighty hours as Directors and the Executive Assistant must contribute 0%, 1%, 2%, 3%, 4%, 5%, 6%, 7%, 8%, 9%, 10%, 11%, 12%, 13%, 14%, 15%, 16%, 17%, 18%, 19%, 20%, 25% of Compensation or an amount equal to 50% of the Internal Revenue Service Code Sec. 415(c)(1)(A) limitation in effect for the Plan Year or 100% of the Internal Revenue Service Code Sec. 415(c)(1)(A) limitation in effect for the Plan Year.

☒ **Election for Employer Pick-up of Employee Contributions (Leave blank if Employer does not wish to pick-up Employee Contributions)** – By checking this box, effective as of the date of this Adoption Agreement, the Participating Employer shall pick up the Employee Contributions to the Plan pursuant to Code Section 414(h)(2). The Employee Contributions, although designated as employee contributions, are being paid by the Employer to the Plan in lieu of contributions by the Employee. No contributions prior to the Participating Employer's action shall be picked-up under the terms of this Adoption Agreement. Employees shall not be given the option of choosing to receive the contributed amounts directly instead of having them paid by the Employer to the Plan. The Employer's pick-up of Employee Contributions shall be done under one of the following options:

☒ **Salary Reduction Pick-up** – The above contributions, even though designated as Employee Contributions, are being paid by the Employer on behalf of the Employee via a reduction in salary.

Such contributions will not be included in the gross income of the Employees for certain tax reporting purposes, that is, for federal, state or local income tax withholding, until distributed from the Plan as a benefit. Such contributions will be included in the gross income of the Employees for FICA taxes when they are made.

☐ **New Money Pick-up** – The above contributions, even though designated as Employee Contributions, are being paid by the Employer on behalf of the Employee in addition to regular compensation as a supplemental contribution that is separate and distinct from the Employees' current or future contributions, and in lieu of contributions by the Employees.

Such contributions will not be included in the gross income of the Employees for any tax reporting purposes, that is for federal, state, local income tax withholding, or FICA taxes, until distributed from the Plan as a benefit.

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BENEFIT COMPENSATION

Benefit Compensation means the Participant's:

☒ Benefit Compensation as defined in Provision 3.11 in the Basic Plan Document.

☐ Other **(must specify; requires approval from the FMPTF)**:

_____
_____
_____

Compensation paid after Severance-from-employment.

A Participating Employer may elect to include certain post-severance payments in Benefit Compensation for purposes of computing Contributions under the Plan, but only if these amounts are paid no later than 2½ months after Severance-from-employment or, if later, the end of the calendar year that includes a Participant's Severance-from-employment. The Participating Employer makes the following election with respect to including post-severance payments in Benefit Compensation **(Note: if the following is not completed, no post-severance payments will be included in Benefit Compensation by default)**:

☐ No post-severance payments will be included in Benefit Compensation for purposes of computing contributions under the Plan **(if this box is checked, skip to "Vesting for Participating Employer Contributions" below)**.

☒ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Benefit Compensation, as long as they are paid no later than 2½ months after Severance-from-employment or, if later, the end of the calendar year that includes the Participant's Severance-from-employment. **(check all that apply)**:

☒ Regular compensation paid after Severance-from-employment for services rendered prior to severance during the Participant's regular work hours, which, absent a Severance-from-employment would have been paid to the Participant while the Participant continued in employment with the Participating Employer.

☐ Post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

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VESTING FOR PARTICIPATING EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Participating Employer Non-elective Contributions and Matching Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified minimum period of service, the Participant forfeits the Participating Employer's Non-elective Contributions and Matching Contributions. However, upon Death, Disability, or the Termination of the Plan, the Participant is 100% vested in the Participant's Participating Employer Non-elective Contributions and Matching Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Participating Employer's responsibility to calculate the Participant's service and report it to the Plan Administrator. The Participating Employer hereby elects the following:

A Participant becomes Vested in his or her Employer Non-elective Contributions Account and Employer Matching Contributions Account according to:

☒ ~~Immediate vesting~~

☒ The schedule marked below:

Years of Vesting Service	1	2	3	4	5	6	7	8	9	10
	100%	***	***	***	***	***	***	***	***	***

Beginning date of vesting period (if blank, default will be the Participant's first day of employment as an Eligible Employee):
_____

Restated Plan – If this is a Restated Plan to an existing deferred compensation plan and the vesting schedule has been amended by the Restated Plan, enter the pre-amended vesting schedule below:

☐ The schedule has not been amended

☒ The schedule marked below:
Immediate vesting

Years of Vesting Service	1	2	3	4	5	6	7	8	9	10
	***	***	***	***	***	***	***	***	***	***

YEARS OF VESTING SERVICE

A year of vesting service shall be measured from the Participant's date of hire. The completion of twelve calendar months from the date of hire shall count as a year of vesting service. Any years of vesting service credited from prior years shall remain credited, regardless of revised provisions, unless specifically indicated otherwise, as follows: _____
Re-hires do not get credit for prior vesting

Also, different periods of service as an eligible Employee will be added together in determining whether the vesting period has been satisfied, unless otherwise provided, as follows:
Different periods of service are not added together to satisfy vesting

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FORFEITURES

Forfeitures shall be held in a Forfeiture Account and be used to reduce future Participating Employer Contributions. If a Participant experiences a Forfeiture, but subsequently if the Participant returns to service with the Plan Sponsor as an Eligible Employee, the segregated forfeiture:

☒ Will not be reinstated.
☐ Will be reinstated if the Participant returned to service within one year.
☐ Will be reinstated if the Participant returned to service within two years.

NORMAL RETIREMENT AGE

An Employee may separate service at any time, and access the vested portion of their Account balance. The 401(a) Basic Plan Document declares a Normal Retirement Age, but the Plan Sponsor may declare their own Normal Retirement Age if they wish.

☒ The Plan utilizes the Normal Retirement Age in the Basic Plan Document.

☐ The Plan utilizes an alternative Normal Retirement Age (no later than 70½). (must specify) _____

HARDSHIP DISTRIBUTIONS

An Employee must present sufficient information to the Plan Sponsor in order to request a Hardship Distribution from the Plan. A Participating Employer may limit Employee Hardship Distributions from the Plan. All Hardship Distributions must meet the standards set forth in the Plan Document. Hardship Distributions are limited to the following:

☒ An Employee may make a Hardship Distributions as necessary.

☐ An Employee make a Hardship Distributions 1 time(s) every _____ months.

☐ Hardship Distributions are disallowed from the Plan for any reason.

INVOLUNTARY DISTRIBUTIONS

On his/her Severance-from-employment, for a Participant (or Beneficiary) with an Account balance that does not exceed $5,000, then

☒ Participant Election: The Participant may elect to receive all or any portion of his/her Account.

☐ Involuntary (Mandatory) Distribution: The Plan Administrator will distribute the Participant's entire Account. If the Involuntary Distribution is more than $1,000 and it is an Eligible Rollover Distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an Eligible Retirement Plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Involuntary Distribution will be paid as a direct rollover to an IRA designated by the Plan Sponsor. If the Involuntary Distribution is $1,000 or less, it will be paid in money as a lump sum.

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LOANS

A Participating Employer may choose to offer loans. (**Note**: **If this section is not completed, no loans will be allowed under the Plan by default):**

☒ No Loans. The Plan does not permit Participant loans.

☐ Loans Permitted. The Plan will permit Participant loans, subject to the provisions in the Basic Plan Document.

☐ One outstanding loan at a time.

☐ Two outstanding loans at a time.

CHANGING AND TERMINATING THIS ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Participating Employer by official action must adopt an amendment to the Adoption Agreement or a new Adoption Agreement must be adopted and forwarded to the FMPTF for approval.

This Adoption Agreement may be terminated only in accordance with the Plan.

ADOPTING THE PLAN

By signing below, the Participating Employer adopts the FMPTF 401(a) Defined Contribution Retirement Plan , including the Basic Plan Document and FMPTF Defined Contribution Pension Plan Trust. The Participating Employer acknowledges that it received a copy of the Plan. The Participating Employer shall receive copies of any Plan amendments made by the FMPTF. The Participating Employer shall abide by the terms of this Adoption Agreement, as completed by the Employer, and shall abide by all terms of the Plan, including all investment, administrative, and services of the Plan, and all applicable provisions of the Code and other applicable law.

The Participating Employer acknowledges that the Master Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

The Participating Employer's signer represents that he or she is a proper officer of and has authority to enter into this Adoption Agreement as an obligation of the Participating Employer.

_____

BY:

Date:_____

_____
Name:
Title:

Accepted for the:

Florida Municipal Pension Trust Fund
By the Administrator:

_____
Florida League of Cities, Inc.
Date:_____

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AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Banking Services Request for Proposal (RFP) 101125

Motion to approve the scoring ranking and award a mutually agreeable contract to the top scoring firm which is Synovous Bank to provide banking services for the Village. Should negotiations fail with the top scoring firm, authorize negotiations to begin with the second scoring firm and award a mutually agreeable contract. And so on.

Authorize the Village Manager to sign a contract and any other additional implementation documents within the scope of the contract on behalf of the Village of Estero Council and begin implementation of Banking Services to the awarded bank.

Background:

The Village last issued a banking services RFP in 2015. The awarded bank has served the Village since. Staff determined it was advantageous to issue another RFP. Included in the request was a revolving line of credit and a loan of $12.745 million for the Three Oaks property purchase completed in January of 2024.

Description:

A Request for Proposal was issued on March 27, 2025, for Banking Services for the Village of Estero. The Village received six proposals from the following Banks:

BankUnited, NA
FineMark National Bank & Trust
First Horizon Bank
JP Morgan Chase Bank, N.A.
Synovous Bank
Truist Bank

The six proposals received were evaluated on June 11, 2025, at which the Evaluation Committee voted to short list four banks and received presentations and interview the shortlisted banks. The shortlisted banks invited to present were:

BankUnited, NA
FineMark National Bank & Trust
First Horizon Bank
Synovous Bank

The Evaluation Committee met subsequent to these presentations on 6/26/2025 and scored and voted to award the Banking Services RFP to Synovous Bank.

Action Requested:

Banking Services Request for Proposal (RFP) 101125

Motion to approve the scoring ranking and award a mutually agreeable contract to the top scoring firm which is Synovous Bank to provide banking services for the Village. Should negotiations fail with the top scoring firm, authorize negotiations to begin with the second scoring firm and award a mutually agreeable contract. And so on.

Authorize the Village Manager to sign a contract and any other additional implementation documents within the scope of the contract on behalf of the Village of Estero Council and begin implementation of Banking Services to the awarded bank.

Process and Timeline:

Implementation of the awarded vendor will begin immediately and be completed over the summer.

Financial Impact:

There is no financial impact from this agenda item. The Village Manager will negotiate and execute the banking services agreement. The letter of credit and loan will be negotiated concurrently and will be brought back for Council approval sometime after the summer recess.

Prepared by: Steve Gillette

Attachments:

1. RFP Scoring Tabulation Sheet
2. Synovous Proposal
3. Synovous Implementation Grid
4. Draft Loan

5. Draft Revolving Line of Credit
6. Synovous Pro Forma
7. Finalist Presentation

RFP 101125 Banking Services Evaluation Meeting

	Firm Qualifications & Experience	Customer Service and Problem Resolution	Capabilities, Resources, Innovation of Proposal	References, Current/Past Municipal Customers	Cost Effectiveness	Totals
	20%	20%	25%	15%	20%	100%
VENDOR	Committee Average Score	Committee Average Score	Committee Average Score	Committee Average Score	Committee Average Score	Total Weighted Score
BankUnited, NA	9.00	7.33	8.33	8.00	8.00	**81.50**
FineMark National Bank & Trust	7.33	8.67	6.67	8.33	7.33	**75.83**
First Horizon Bank	8.00	7.67	7.33	7.33	7.67	**76.00**
Synovous Bank	9.00	8.67	9.33	8.67	8.33	**88.33**

Enter score 1-10 (10 is high)	Steve Sarkozy	Steve Sarkozy	Steve Sarkozy	Steve Sarkozy	Steve Sarkozy
BankUnited, NA	10	6	8	8	8
FineMark National Bank & Trust	7	10	6	10	6
First Horizon Bank	8	6	6	6	6
Synovous Bank	10	9	10	9	8

Enter score 1-10 (10 is high)	Kevin Greenville	Kevin Greenville	Kevin Greenville	Kevin Greenville	Kevin Greenville
BankUnited, NA	9	9	9	8	8
FineMark National Bank & Trust	8	8	7	7	8
First Horizon Bank	9	9	8	8	9
Synovous Bank	9	9	10	8	9

Enter score 1-10 (10 is high)	Jim Ward	Jim Ward	Jim Ward	Jim Ward	Jim Ward
BankUnited, NA	8	7	8	8	8
FineMark National Bank & Trust	7	8	7	8	8
First Horizon Bank	7	8	8	8	8
Synovous Bank	8	8	8	9	8

_____ Procurement Manager

_____ Witness 6/26/25

6/26/2025

April 30, 2025

Village of Estero

RFP No. 101125
Banking Services

Jerret Bess
VP, Relationship Manager
239-302-1155
JerretBess@synovus.com

Submitted by:

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April 30, 2025

Village of Estero, FL
Steve Gillette, Procurement Manager
9401 Corkscrew Palms Circle
Estero, Fl 33928

Synovus Bank would like to thank the Village of Estero, FL (the "Village") for the opportunity to submit the following response to the current Request for Proposal ("RFP"). Synovus understands how important it is to choose the right partner for banking services and that partner being fully prepared to *exceed your expectations* as outlined in this request.

With approximately $60 billion in assets, Synovus Bank is ranked among the top 50 banks by the Federal Reserve Board. As a publicly traded company and a member of the Federal Reserve System, we have a strong foundation and a diverse leadership team. Over the past 136 years, we have expanded to over 244 branches in five states. Despite our growth, we remain committed to our roots as a "Community Bank" with a focus on building long-term relationships with our clients and the communities we serve. This mindset of being a community-focused bank sets us apart from our competition. Our dedication to customer relationships has earned us recognitions, including being ranked #1 for Customer Satisfaction and Trust in the Southeast Region by J.D. Power and named one of America's Best Banks by Forbes.

PROPOSAL SUMMARY & HIGHLIGHTS

Synovus excels in client service, implementation, and project management. You can expect consistent, responsive service from the initiation of the relationship through ongoing support. We are committed to serving government entities within our southeast footprint. We are pleased to offer the Village the following proposed banking solutions that will allow for a smooth transition, cost savings and interest income:

- Dedicated Government Solutions Team and Treasury Management Consultant
- Earnings Credit Rate **(ECR) of 1.25%** managed after fee waiver period
- The Interest Rate on excess balances will be based on the Target Federal Funds Rate minus .25% **(indicative 4.25%)**
- Estimated annual interest earnings of $582,188 on core excess balances (does not include potential interest earned from funds currently invested in Florida Cooperative Liquid Assets Securities System. A summary of what the Village FLCLASS funds could earn at Synovus can be provided upon request).
- Proposed line-item pricing guaranteed for life of the contract
- $1,500 annual supply credit for banking supplies (deposit slips, stamps, tamper evident bags etc.)
- Waiver of implementation fees for proposed services
- Waiver of all service fees for 3 months during implementation and conversion. During this time,

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interest would be earned on the Villages entire balances

- Customized conversion and implementation plan with tailored training on Synovus Bank's services
- All online services provided through a single sign-on encrypted log-in processes

Synovus Bank appreciates the opportunity to submit this proposal and looks forward to your favorable response. If you should have any questions or need additional information, please do not hesitate to contact your Synovus team.

Respectfully,

Jerret Bess
Government Banking
VP, Government Solutions Relationship Manager
O: 239-302-1155
C: 239-405-9414
JerretBess@Synovus.com

Mathew Farzanrad
Treasury and Payment Solutions
Sr Treasury Management Consultant
O: 407-204-3341
MathewFarzanrad@Synovus.com

LeeAnn Kirwin
Senior Director, Government Solutions
O: 239-552-1879
C: 239-287-5263
LeeannKirwin@Synovus.com

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Tab 1. **Profile and Overview of the Financial Institution.**

About Synovus

Synovus Financial Corp. (NYSE: SNV) is a financial services company based in Columbus, Georgia, founded in 1888, with approximately $60 billion in assets. We are chartered through the State of Georgia and are authorized to do business in the State of Florida. Through its wholly owned subsidiary, Synovus Bank, the company provides commercial and consumer banking, including private banking, mortgage services, treasury management, wealth management, premium finance, asset-based lending, structured lending, capital markets and international banking.

Synovus' range of products and services, along with its industry-leading reputation and focus on local communities, make the company a compelling choice for clients in some of the best markets in the southeast.

In addition to our banking operations, we also provide various other financial services to our customers through the following direct and indirect wholly owned non-bank subsidiaries:

- Synovus Securities, headquartered in Columbus, Georgia, which specializes in professional portfolio management for fixed-income securities, investment banking, the execution of securities transactions as a broker/dealer, asset management and financial planning services, and the provision of individual investment advice on equity and other securities.
- Synovus Trust, headquartered in Columbus, Georgia, which provides trust services.
- Synovus Mortgage, headquartered in Birmingham, Alabama, which offers mortgage services.
- Synovus Life Finance, an Atlanta-based life insurance premium finance lender.
- Synovus Family Office, or "FAM," is a team of experienced, trusted advisors balancing the complexities of blending your personal goals with those of your family, wealth and business to deliver customized and comprehensive integrated family wealth management services. FAM's vision is leading multi-generational families to build enduring enterprises and leave lasting legacies.

First Quarter 2025 Highlights

In the first quarter, Synovus delivered 67% year-over-year earnings per share growth, fueled by net interest margin expansion, a lower provision for credit losses and excellent expense management. We also continued to build momentum, as funded loan production was at the highest level since the fourth quarter of 2022, and our credit losses declined to the lowest level in more than three years. As the quarter progressed, borrowers and investors grew more cautious amid concerns surrounding the sustainability of consumer spending and potential impacts from higher tariffs and federal government layoffs. While the economic outlook and interest rate environment remains uncertain, we're confident in our trajectory and the strength and resilience of our balance sheet and business model, as evidenced by our updated guidance for the year.

- Net income available to common shareholders was $183.7 million, or $1.30 per diluted share, compared to $178.8 million or $1.25 in fourth quarter 2024 and $114.8 million or $0.78 in first quarter 2024.
- Adjusted net income available to common shareholders was $184.4 million, or $1.30 per diluted share, compared to $178.3 million or $1.25 in fourth quarter 2024 and $116.0 million or $0.79 in first quarter 2024.
- Pre-provision net revenue was $262.8 million, which fell 3% from fourth quarter 2024 but was up 22% from first quarter 2024. Adjusted pre-provision net revenue of $265.3 million declined 2% from fourth

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quarter 2024 and increased $47.5 million, or 22%, compared to first quarter 2024. Year-over-year growth was the result of a healthy increase in net interest income and a decline in non-interest expense.

- Net interest income was flat sequentially in the first quarter and increased $35.5 million, or 8%, compared to first quarter 2024. On a linked quarter basis, the net interest margin expanded 7 basis points to 3.35% as a result of effective deposit repricing, a lower cash position, hedge maturities and a stable Fed Funds environment, which more than offset a full quarter impact of the $500 million senior debt issuance in fourth quarter 2024.
- Period-end loans increased $39.7 million from fourth quarter 2024 as stronger loan production and core commercial lending growth was mostly offset by elevated loan payoffs and paydowns.
- Period-end core deposits (excluding brokered deposits) were $46.0 billion, a decline of $223.8 million sequentially. Seasonality in middle market deposits drove the majority of the decline. Average deposit costs declined 20 basis points sequentially to 2.26%.
- Non-interest revenue of $116.5 million declined $9.1 million sequentially and fell $2.4 million, or 2%, compared to first quarter 2024. Adjusted non-interest revenue of $117.3 million declined $7.3 million, or 6%, sequentially and increased $693 thousand, or 1%, compared to first quarter 2024. The sequential decline in adjusted non-interest revenue was largely from lower capital markets income and seasonally weaker commercial sponsorship fees. The year-over-year growth was primarily attributable to higher core banking fees and capital markets income.
- Non-interest expense and adjusted non-interest expense were $308.0 million and $307.9 million, respectively, both of which were relatively stable from the prior quarter. Non-interest expense declined 5% from first quarter 2024. Adjusted non-interest expense fell 3% year over year due to disciplined expense control and a $12.2 million decline in the FDIC special assessment. Excluding the FDIC special assessment, adjusted non-interest expense was flat year over year.
- Provision for credit losses of $10.9 million declined 67% sequentially and fell 80% compared to $54.0 million in first quarter 2024. The allowance for credit losses ratio (to loans) of 1.24% was down from 1.27% in the prior quarter, while our coverage of non-performing loans improved to 185% in first quarter 2025 from 174% in the prior quarter.
- The non-performing loan and asset ratios improved to 0.67% compared to 0.73% in fourth quarter 2024, while the net charge-off ratio for first quarter 2025 was 0.20%, down from 0.26% in the prior quarter. Total past due loans were 0.22% of total loans outstanding.
- The preliminary Common Equity Tier 1 ratio ended first quarter 2025 at 10.75% as core earnings accretion offset the impact of $120 million in common stock repurchases.

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Tab 2. **Narrative.** *The financial institution shall submit a brief narrative highlighting the qualifications and experience that substantiates the financial institution as having substantial banking experience with Florida local governments and the financial institution's capacity to provide the banking services set forth in this RFP.*

Unlock Exceptional Financial Solutions with Synovus
At Synovus, we understand the unique needs and challenges of government customers. With over $8 billion in governmental agency deposits across Florida, Georgia, South Carolina, Tennessee, and Alabama, our expertise and local knowledge are unmatched. By choosing Synovus, the Village can leverage our extensive experience and dedication to providing exceptional financial solutions.

Trusted Leader in Government Banking
Synovus has established itself as a trusted provider of cutting-edge banking services technology, especially in government banking. With decades of experience, we offer a comprehensive suite of Treasury Services to municipalities like the Village of Estero. Our services include online banking, reporting, remote deposit capture, fraud protection, ACH services, wire transfer, and more.

Florida Experience
Synovus takes pride in its extensive experience working with government customers across its footprint, including Southwest Florida. With a presence in Southwest Florida since 2002, we have been providing financial solutions to the local community for over two decades. Our long-standing presence in the area showcases our commitment to serving the needs of Southwest Florida and its government entities.

Over the years, Synovus has developed deep expertise in understanding the unique requirements and challenges faced by government customers. We have worked closely with various government agencies, gaining valuable insights into their specific needs and delivering tailored financial solutions.

Our Government Solutions Team also provides financing to all types of Florida Governmental entities. From General Obligation, Special Assessments or Covenant to Budget and Appropriate structures, our team is ready to provide a detailed response. Our underwriting team is very nimble and therefore can provide quick responses with very creative structure options.

Dedicated Florida Government Solutions Team

Primary Relationship Manager
Jerret Bess – Government Solutions – VP, Relationship Manager
Office: 239-302-1155
Email: JerretBess@Synovus.com
Jerret has been an integral part of Synovus Bank since 2017, previously serving as the lead underwriter for the government team for seven years before transitioning to a relationship management role.

Backup Government Contact
Amanda DeBoer – Government Solutions -Wholesale Relationship Associate
Office: 239-368-4022
Email: AmandaDeboer@Synovus.com
Amanda joined Synovus in March of 2006 and currently is serving as the Government Solutions' Wholesale Relationship Associate.

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Treasury Management Consultant

Matthew Farzanrad - Senior Treasury Management Consultant – Government Solutions
Office: 407-204-3341
Email: MatthewFarzanrad@Synovus.com

Matthew joined Synovus in April 2022. Matthew is responsible for the delivery of Treasury Management solutions. Matthew has more than 17 years of banking experience.

Florida Government Memberships and Sponsorship

In order to stay abreast of issues and upcoming changes that may impact Government Banking customers, Synovus has memberships, sponsors and actively participates in various Florida Governmental Associations, such as:

- Florida Government Finance Officers Association (FGFOA)
- Florida Association of Special Districts (FASD)
- Florida League of Cities
- Florida Tax Collector Forum
- Florida School Finance Officers Association (FSFOA)
- Central Florida Chapter of the (FGFOA)
- Florida First Coast Chapter of the (FGFOA)
- Hillsborough Chapter of the (FGFOA)
- Southwest Florida Chapter of the (FGFOA)
- Gulf Coast Chapter of the (FGFOA)
- Nature Coast Chapter of the (FGFOA)
- Palm Beach Chapter of the (FGFOA)

Innovative Technological Offerings

We continuously enhance our capabilities to better serve our clients. Our latest technological advances include:

- **Accelerate Accounts Receivables**: Expedite the collection of funds.
- **Accelerate Pay**: Ensure straight-through processing.
- **Hybrid Advantage Analysis Account**: Combine the benefits of ECR (Earnings Credit Rate) and interest.

Accelerate Pay - Overview

Simplify all B2B payments and mitigate fraud risk with an intelligent payment solution embedded into your organizational workflow.

Synovus Accelerate Pay is a first of its kind payments suite, offering innovative payment functionality beyond traditional integrated payments platforms. This solution provides straight through processing, easy reconcilement, and positive pay fraud mitigation.

Accelerate Pay eliminates the burden, time, and risk inherent with managing multiple payment streams, while maximizing control, payment accuracy, and automating payment reconciliation.

Organizational Benefits

- Seamless ERP integration with leading applications
- Streamline payment processing and exception management
- Provides visibility and insights into payments data

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- Saves time, freeing staff for higher ROI endeavors
- When combined with Synovus Accelerate AR, and Accelerate FX solutions, Accelerate Pay delivers comprehensive, streamlined cash management insight

Enhances the Payee Experience

Fully supports payee controls and self-service through a convenient payee portal, including:

- Payee Network registration – manage payments from other payers through a single portal
- Payee choice of preferred payment method
- Timely payment status reporting
- Ability to request payment earlier than settlement date
- Maintenance of their own banking information to ensure accurate and timely payments

Commitment to Innovation

Synovus is committed to innovation, ensuring we remain one of the top Government Banking Institutions in Florida. Partner with us to experience unparalleled service and innovative solutions tailored to your needs.

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Tab 3. **Customer Service and Problem Resolution**

1. *A written summary of current Banking Services contracts with public sector entities in Florida, include number of ongoing projects*

   Synovus takes pride in its extensive experience working with Government customers across its footprint, including Southwest Florida. Our long-standing presence in the area showcases our commitment to serving the needs of Southwest Florida and its Government entities.

   Over the years, Synovus has developed deep expertise in understanding the unique requirements and challenges faced by Government customers. We have worked closely with various Government agencies gaining valuable insights into specific needs and delivering tailored financial solutions.

   Within Florida we have over 60 independent governmental agencies. Many of these would be considered comparable to the Village of Estero product use, balance and/or relationship complexity standpoint. We understand the unique needs of Florida Governments and have the depth of knowledge to serve the Village of Estero, FL. We pride ourselves on becoming an internal consultant partner for our customers.

   By choosing Synovus, the Village of Estero can benefit from our extensive experience, local knowledge, and dedication to providing exceptional financial solutions.

2. *A written description of the background/experience of the person or persons who will be primarily responsible for directing the Services that will be provided pursuant to this Proposal. Be sure to include the following information:*
   a. *Names and titles.*
   b. *Identify all other members of the project team, including (i) who will serve as Project Manager, (ii) customer service staff, if assigning a dedicated representative; and (iii) all bank officers that will be directly involved in the management of the District's account.*
   c. *Experience that includes working with governmental clients.*
   d. *Length of service in the industry.*
   e. *Licenses and other professional designations.*

   ACCOUNT EXECUTIVE AND RELATIONSHIP MANAGEMENT TEAM

   We do not take our customer obligations lightly. We have a history of providing excellent customer service to our clients. We have a team of dedicated professionals ready to assist with implementation planning and training sessions. These individuals will be there for you through the entire process and will continue to be your partners long after your initial move. The following pages provide information for the Village's relationship management, treasury management and government solutions teams.

   Government Solutions Team

   Synovus understands how important it is to the Village that its banking partner has experience with government entities. With our diverse customer base and deep staff knowledge of government needs, the Village can be rest assured that Synovus' **Government Solutions Group** will be the right fit.

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Jerret Bess
Relationship Manager – Government
Office: 239-302-1155
Cell: 239-405-9414
JerretBess@Synovus.com

Jerret Bess holds a Bachelor of Science in Finance and a Master of Business Administration from Florida Gulf Coast University. With a career focused on the banking industry, Jerret has been an integral part of Synovus Bank since 2017, previously serving as the lead underwriter for the government team for seven years before transitioning to a relationship management role. Jerret brings with him a thorough understanding of government needs and requirements. Jerret's commitment to excellence and tailored financial solutions, couple with his community involvement, have established him as a trusted professional, capable of delivering innovative banking services that cater to your organization's unique objectives and demands.

LeeAnn Kirwin
Government Solutions Senior Director
Office: 239-552-1879
Cell: 239-287-5263
LeeannKirwin@Synovus.com

LeeAnn Kirwin joined Synovus in April of 2012 and is currently serving as the Bank's Vice President, Sr. Director of Government Solutions. Prior to this, she was a Commercial Relationship Manager with Synovus, handling exceptionally large comprehensive loans and depository customers. LeeAnn has had specific experience with local branch management including cash vault processing, treasury management implementation and training, credit underwriting, loan review, internal audit, and customer service center management.

She holds a Bachelor of Arts from Florida Southern College and is a graduate of the University of Florida – FBA Florida School of Banking. LeeAnn has coordinated many of the governmental client conversions such as Hillsborough Area Rapid Transit (HART), Collier County Tax Collector, Clarke County School District (GA) and City of Apopka to name a few.

Amanda DeBoer
Wholesale Relationship Associate
Office: 239-368-4022
AmandaDeboer@Synovus.com

Amanda DeBoer began her banking career at Synovus in March of 2006 and is currently serving as the Government Solutions' Wholesale Relationship Associate. Prior to her current role, Amanda fulfilled various positions within Synovus while completing her Bachelor of Arts in Psychology with a minor in Business Management, at Florida Gulf Coast University. Amanda will assist in servicing the Village in a secondary capacity should Jerret need assistance or is not available.

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Treasury Solutions Team

Matthew Farzanrad
Senior Treasury Management Consultant – Government Solutions
Office: 407-204-3341
MatthewFarzanrad@Synovus.com

Matthew joined Synovus in April 2022 as a Senior Treasury Management Consultant for Government Banking Solutions. Matthew is responsible for the delivery of Treasury Management solutions to new and existing customers across the Synovus footprint.

Matthew has more than 17 years of banking experience and most recently served customers in Central Florida, Florida West Coast, and National Clients as a Treasury Management Consultant for City National Bank of Florida. Prior to that he was a Treasury Management Consultant for Wells Fargo Bank. Matthew earned his Bachelor of Science in Finance from the University of Florida. Matthew enjoys volunteering for Junior Achievement and can be found at any local sporting event with his son.

Frank Nguyen
Senior Treasury Management Consultant Associate
Office: 678-578-1930
FrankNguyen@Synovus.com

Frank Nguyen joined Synovus in September 2021. He has 18 years of experience in Commercial Real Estate Treasury Management Implementation, and Client Service Consultant field. He began his banking career in 2003 with First Union Bank. As a Client Service Consultant in Commercial Real Estate division, Frank served as a primary point of contact between his clients, Treasury Management Sales Teams and Relationship Managers. He also served as Team Lead, provided leadership, training, and coaching to new and existent colleagues on new systems, compliance, policy, and procedures. He has extensive banking knowledge, especially in treasury management.

Frank received his education at Seton Hall University and holds a Bachelor of Science degree in Religious Studies with a minor in Philosophy.

Matthew Mulkey
Treasury Payment & Solutions – Onboarding Representative Sr.
Office: 770-303-4267
MatthewMulkey@Synovus.com

Matthew came to Synovus Bank from Bank of America 11 years ago. Originally in our Customer Care Center, he was promoted to our Priority Customer Care assisting our high wealth customers and Priority Business Customer's. Matthew was on the original team assisting customers with the

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new Gateway Portal when it came online and remained on that team through the migration of all customers to the new portal.

Matthew brings 20+ years of Customer Service with him as well as more than 12 years of banking experience.

This inquiry is intended to encompass the Project Manager and other personnel that will be engaged on a daily basis in providing the Services.

Government Solutions Group:
Integral partner. This group **only** deals with Government relationships for the Bank. Therefore, they present an in-depth understanding of the approval process, investment policies and elected official situations that may present immediate help from your bank.

- **Jerret Bess** – VP, Relationship Manager – **Primary Relationship Manager**
- **Amanda DeBoer** – Relationship Associate – signature card creation; general account maintenance – back up for relationship manager.
- **LeeAnn Kirwin –** Director – Escalation Point for the relationship.

Treasury Management Sales- Government:
Integral partner. This group will create the account structure and facilitate products necessary to establish an efficient depository relationship. They are responsible for the implementation and training for all new Government customers. They, too, **only** deal with Government customers thus understanding their nuisances. Continual involvement will be present throughout the contract as relationship reviews will be performed alongside the primary relationship manager on an ongoing basis.

- **Matthew Farzanrad** – Primary Treasury Management Contact - Senior Treasury Management Consultant for Government — Responsible for origination, implementation, and coordination of Treasury Management Solutions.
- **Frank Nguyen** – Sr. Treasury Management Sales Associate – Treasury assistant to Matthew Farzanrad.
- **Matthew Mulkey** – Treasury and Payment Solutions – Senior Onboarding Representative – Primary contact for implementation needs, training and questions during the initial onboarding.

3. *A written description of current Security and Anti-Fraud procedures and available technologies.*

Our Account Protection and Reconciliation online services enable clients to protect their business from the threat of Check and Automated Clearing House (ACH) fraud through several methods.

- **Accelerate Pay** – Hands-free Positive Pay. Built-in payments and fraud mitigation helps keep payments safe and secure. Collect, manage and maintain payee (ACH) banking information including fraud checking and validation.
- **Payee Positive Pay** gives an even higher level of fraud protection by requiring the payee's name to be included in the issue file. If we receive any checks that are not in the issue file or do not match data in the file, we present them to you for "pay/no pay" decisions.
- **Reverse Positive Pay** allows you to review all prior day checks that were presented for payment. It eliminates the requirement of a check issue file. If any of these presented checks do not match your issued checks, you can investigate further by viewing an image of the check. You can then elect to pay or return the check.

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- **ACH Positive Pay** compares electronic account transactions against previously authorized payments. ACH transactions you authorized in advance are processed normally. Transactions you didn't authorize are suspended and presented to you for "pay/no pay" decisions. ACH Authorization Rules are controlled by you within the service at any time.
- **Account Reconciliation** provides a complete report of all check/debit and deposit/credit transactions entered against your account during a specified period. Your Transaction Summary will list issue, paid, stopped or voided checks, miscellaneous debits/credits, ACH debit/credit, deposits and more in the specified period. This information is displayed with count and amount totals as well as sortable columns for ease of use.
- **Deposit Reconciliation** allows companies with multiple locations to deposit funds into a single account. Each deposit made to the account bears a unique serial number that identifies the depositing location. Reporting provides all posted deposits, which are grouped and totaled by the serial number of the deposit. Deposit Reconciliation is part of the Account Reconciliation service through Gateway.
- **Check Block** should be used for accounts that would not have any check transactions. Checks that are blocked are automatically returned as unauthorized and are not presented as exceptions.
- **ACH Block** allows companies with flexibility in setting up accounts to block all ACH items, block only debits or block only credits from posting to a specified account. Blocked ACH transactions will be automatically returned as unauthorized and are not presented as exceptions.

General Benefits

- Improve your financial control. Incoming checks and ACH debits are matched with payments you've authorized, and any exceptions are presented to you for a "pay/no pay" decision.
- Minimize fraud losses. Daily monitoring of your checking and ACH activity allows you to refuse payment of unauthorized items.
- Automate your reconciliation process. An online summary of account activity enables you to track deposits, checks, exceptions, and other items, depending on the reconciliation service you select.
- Create efficiencies. Reduce administrative time and lower your chances of being impacted by fraudulent activity.

4. *Other documentation Respondent may choose to provide regarding Customer Service and Problem Resolution. (Respondent-provided documentation)*

Synovus Bank's 2025 Recognitions

- Synovus named a Great Place to Work®-Certified Company for the fifth consecutive year.
- Coalition Greenwich honored Synovus as a Best Bank awards winner, receiving 15 awards for our 2024 performance serving small business and middle market clients.
- Synovus received a Bronze U.S. President's Volunteer Service Award from Junior Achievement USA.
- Georgia Trend Magazine has named Chairman, CEO and President Kevin Blair and Director Pedro Cherry among its 2025 100 Most Influential Georgians.

Synovus Bank's 2024 Recognitions

- Synovus wins a 2024 Impact Award in Cash Management and Payments from Datos Insights for the bank's Accelerate™ Pay solution.
- Synovus ranks No. 6 on American Banker's list of top 20 banks by reputation.
- Synovus awarded a Bronze Stevie® Award in the 2024 International Business Awards® in the New Products Category for Best Technology Product – Fintech Solution for efficient cash inventory

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management.

- Synovus was named one of Newsweek's Most Trustworthy Companies in America 2024 and ranked No. 24 in the financial institutions category.
- Synovus Customer Care wins Best of the Best Self-Service Innovation, Contact Center (100+ Seats) Award at the 2024 Customer Contact Week (CCW) Excellence Awards.
- The Family Office at Synovus won two Family Wealth Report Awards for Multi-Family Office (Client Initiative) and Wealth Planning.
- Synovus is recognized by Nacha as a 2023 top financial institution originator and receiver of ACH payments.
- Synovus has been recognized by Coalition Greenwich as a Greenwich Excellence and Best Brand Awards winner, receiving 25 awards for 2023 performance serving small business and middle market clients.
- Synovus received a U.S. President's Volunteer Service Award – Bronze from Junior Achievement USA.
- Synovus has been awarded The Smarter Bank – Customer Service award for relationship banking from GonzoBanker.
- Chairman, CEO and President Kevin Blair and Synovus Director Pedro Cherry were named among Georgia Trend's 2024 100 Most Influential Georgians

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5. *Questionnaire: Customer Service and Problem Resolution (in the Attachment Tab of this solicitation).*

QUESTIONNAIRE: CUSTOMER SERVICE AND PROBLEM RESOLUTION
(requested in Section F)

As part of the Proposal, Respondent shall complete the following so that the Village can determine the Respondent's ability, experience, and facilities for performing the proposed Work. Attach additional sheets if necessary.

1. *Describe the background/experience of the person or persons who will be primarily responsible for directing the Services that will be provided pursuant to this Proposal. This inquiry is intended to encompass the Project Manager and other personnel that will be engaged on a daily basis in providing the Services.*

Government Solutions Team
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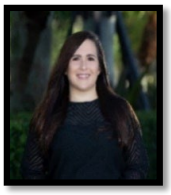

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AmandaDeboer@Synovus.com

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Matthew brings 20+ years of Customer Service with him as well as more than 12 years of banking experience.

2. *Is Respondent willing to provide any service level guarantees? If so, describe.*

At Synovus, we understand the importance of timely and efficient service. To ensure effective internal service-related processes, we have established Service Level Agreements (SLAs) for our internal teams. Our Relationship Management Team aims to respond to most service items within a 24-hour period.

Upon receiving a service item, our Relationship Management Team will assess its nature and determine which area of the bank is responsible for addressing it. Based on this evaluation, we will provide an estimated SLA for the item. Throughout the resolution process, we will consistently provide feedback to keep you informed about the progress.

For critical service items that require immediate attention, we prioritize them and strive to address them within 2 hours. We recognize the urgency of these matters and work diligently to resolve them in a timely manner.

3. *Indicate the bank's customer service organizational structure (choose one):*

☐ *Separate customer service department for depository services;*
X *Centralized customer service department for all cash management services; or*
☐ *Customer service function contained within depository services operating unit(s).*

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- **Frank Nguyen** – Sr. Treasury Management Sales Associate – Treasury assistant to Matthew Farzanrad.
- **Matthew Mulkey** – Treasury and Payment Solutions – Senior Onboarding Representative – Primary contact for implementation needs, training and questions during the initial onboarding.

4. *Provide the address of the office location that will service the account, include all services provided at the location:*

Comprehensive Branch Support for Your Banking Needs
At Synovus, our Bonita Beach, Fort Myers and Vanderbilt are dedicated to supporting the Village with all deposit-related services. Whether you need assistance with check cashing, or emergency coin and cash needs, our branches are here to help.

Branch Services:

- Full-Service Banking: Enjoy a complete range of banking services, including, drive up services, in person transactions, cash and coin orders.
- Night Depository Services: Secure your cash and checks during non-banking hours by using our night depository. Simply place your disposable deposit bags and envelope deposits into the night depository for safe keeping and processing.

Synovus Location	Hours
Bonita Beach Branch and ATM 3360 Bonita Beach Road Bonita Springs, FL 34134	**Lobby Hours** Mon - Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed **Drive-up Hours** Mon - Thu: 9:00 AM to 4:30 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed

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Fort Myers Branch and ATM 7900 Summerlin Lakes Drive Fort Myers, FL 33907	**Lobby Hours** Mon – Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed **Drive-up Hours** Mon – Thu: 9:00 AM to 4:30 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed
Vanderbilt Branch and ATM 2325 Vanderbilt Beach Road Naples, FL 34109	**Lobby Hours** Mon – Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed **Drive-up Hours** Mon – Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed

5. *Provide the customer service hours of operation. If there are different hours of operation for different levels of customer service, so indicate.*

Dedicated Relationship Team for Customer Service
The Government Solutions Team's office hours are typically from 8:30 AM to 5:00 PM ET Monday through Friday, however, the Village is always welcome to call any of our team members on their cell phones should an issue arise that needs our attention. We are your partners.

Additional Customer Care Service
Synovus also offers a Customer Care Team that is available at 1-888-SYNOVUS (1-888-796-6887), 8:00 AM ET to 8:00 PM. ET, 7 days a week.

6. *List customer depository locations*

Same locations as reported in Item #4.

7. *How does the bank handle inquiries requiring research and adjustments?*

In the event of a deposit discrepancy, the deposit amount will remain the same with an additional entry made to your account to correct any differences. A correction notice will be mailed directly to the Village on the business day following the deposit date. Correction notice images can be viewed online via Synovus Gateway Enhanced Imaging the next day.

Our team of dedicated professionals is ready to assist with any research support you require. The Villages Dedicated Relationship Manager, Jerret Bess and Treasury Management Consultant, Matthew Farzanrad are both available to provide research assistance. Research results can typically be provided within 24 hours of the request. However, some more detail oriented and date specific requests may take several days. Our team will communicate delivery times based upon the request and keep you up to date on response arrival.

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8. *Are there established turn-around times for research and adjustment items? If yes, specify.*

   At Synovus, we understand the importance of timely and efficient service. To ensure effective internal service-related processes, we have established Service Level Agreements (SLAs) for our internal teams. Our Relationship Management Team aims to respond to most service items within a 24-hour period.

   Upon receiving a service item, our Relationship Management Team will assess its nature and determine which area of the bank is responsible for addressing it. Based on this evaluation, we will provide an estimated SLA for the item. Throughout the resolution process, we will consistently provide feedback to keep you informed about the progress.

   For critical service items that require immediate attention, we prioritize them and strive to address them within 2 hours. We recognize the urgency of these matters and work diligently to resolve them in a timely manner.

9. *Does the bank provide technical customer support for computer hardware, software, and communications problems?*

   Our dedicated onboarding team provides quality technical training and assistance (software, internet portal access and financial system access). We take pride in providing technical training in an efficient and simplified manner, taking into consideration Village's employees' time and availability. Our dedicated technical support team is available during and after implementation is complete.

   During the onboarding process we can provide virtual training (via Teams) where our dedicated onboarder walks your team through the Synovus Gateway Banking portal and the associated treasury services.

   In addition, Synovus offers links to user guides and training materials that our clients can access through our website.

10. *If a dedicated Customer Service representative is assigned, describe how the Village's accounts are handled in the event the representative is unavailable.*

    Yes, Amanda DeBoer is the government relationship associate that will back up Jerret Bess. Additionally, as our group operates as a unit, the Village will always have the ability to contact any member if necessary.

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Tab 4. *Statement of suits or claims pending against the financial institution.*

Synovus and its subsidiaries face various legal proceedings, claims, and disputes in the ordinary course of business, including regulatory examinations and investigations. These legal actions involve mortgage loan claims, borrower disputes, and allegations of violations of banking laws. Synovus establishes reserves for probable and estimable loss contingencies, adjusting them as needed. While outcomes are uncertain, management believes current accruals are adequate. Estimated possible losses range from zero to $10 million beyond accrued amounts. Synovus maintains insurance coverage, which may cover some legal fees or losses. Despite uncertainties, management does not expect these matters to have a material adverse effect on Synovus' financial condition or operations.

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Tab 5. **References.** *Provide at least three state or local government references, providing name, address, contact person, title, phone number, and email.*

City of Apopka
Blanche W. Sherman, CPA
Finance Director
120 East Main Street
Apopka, FL 32703
407-703-1709
bsherman@Apopka.net

Town of Longboat Key
Susan Smith, CGFO
Finance Director
501 Bay Isles Road
Longboat Key, Florida 34228
941-316-6882
ssmith@longboatkey.org

City of Crestview
Gina Toussaint
Finance Director
198 N Wilson St.
Crestview, FL 32536
850-682-1560 x248
toussaintg@cityofcrestview.org

TAB 6

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EXHIBIT A

PRO FORMA ANALYSIS PREPARED FOR
Village of Estero

CONFIDENTIAL

Balance Summary

NUMBER OF DAYS IN CYCLE	31	*Balances as of:*	Date
AVERAGE LEDGER BALANCE		+	$14,191,046.49
LESS FLOAT		-	$0.00
PLUS NEGATIVE AVERAGE COLLECTED BALANCES		+	$0.00
AVERAGE COLLECTED BALANCE		=	**$14,191,046.49**
LESS FEDERAL RESERVE REQUIREMENT	0%	-	$0.00
AVERAGE INVESTABLE BALANCE		=	**$14,191,046.49**
EARNINGS CREDIT (Based on 365 Day Year)	1.25%	+	$15,065.84
ALL ANALYZED FEES (EXCLUDE IMPLE FEES)			
ANALYZED FEES		-	$592.85
NET SERVICE CHARGE		=	**$0.00**
EXCESS COLLECTED BALANCES			**$13,632,620.04**
ADDITIONAL COLLECTED BALANCES TO OFFSET ANALYZED FEES			**$0.00**
IMPLEMENTATION FEES			
ONE TIME SET UP CHARGES			**$0.00**
INTEREST ON EXCESS BALANCE	4.25%		**$49,208.16**

Service Detail

The fees listed below are based on information gathered from your company and is not an invoice for services. Prices are subject to change and any services not listed will be charged the Bank's standard fees.

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
GENERAL ACCOUNT SERVICES				
Deposit Administration Fee	141,910	$0.0000	$0.00	$0
Monthly Account Maintenance	1	$35.0000	$35.00	$32,968
NSF/Overdraft Fee	0	$36.0000	$0.00	$0
Negative Collected Balance Fee	0	P+4.0%	$0.00	$0
Deposits	0	$1.0000	$0.00	$0
Items Deposited Total (CCH, Local and Non-local Fed-City & RCPC, and Dep On	58	$0.2000	$11.60	$10,926
Return Deposited Item	0	$9.0000	$0.00	$0
Redeposited Return Item	0	$9.0000	$0.00	$0
Deposit Corrections	0	$6.5000	$0.00	$0
Checks Paid	74	$0.2200	$16.28	$15,335
Other Debits	0	$0.2200	$0.00	$0
Preauthorized Debit	23	$0.2100	$4.83	$4,550
Other Credits	0	$0.2200	$0.00	$0
Preauthorized Credit	38	$0.2100	$7.98	$7,517
Analysis E-Statement	0	$0.0000	$0.00	$0
Stop Payment	0	$36.0000	$0.00	$0
TOTAL GENERAL ACCOUNT SERVICES	**142,104**		**$75.69**	**$71,295**
WIRE TRANSFER SERVICES - DOMESTIC & INTERNATIONAL				
Wire Module Monthly Per Acct	1	$16.0000	$16.00	$15,071
Domestic Wire Transfer Incoming	0	$18.0000	$0.00	$0
Domestic Wire Transfer Out Online	0	$18.0000	$0.00	$0
TOTAL WIRE TRANSFER SERVICES - DOMESTIC & INTERNATIONAL	**1**		**$16.00**	**$15,071**

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
ONLINE BANKING SERVICES				
Gateway Corporate Portal Reporting Options				
Gateway Premium Reporting (incl Core Reporting)				
1st Account	1	$90.0000	$90.00	$84,774
Each Additional Account	0	$45.0000	$0.00	$0
TOTAL ONLINE BANKING SERVICES	1		**$90.00**	**$84,774**
ACH ORIGINATION				
ACH Payments - Gateway				
ACH Origination Monthly Per Acct	0	$65.0000	$0.00	$0
ACH Origination Per Item (CCD,CTX,TEL,Web,PPD)	0	$0.1600	$0.00	$0
ACH Payments - Same Day ACH				
Same Day ACH Per Item	0	$0.9500	$0.00	$0
Same Day ACH Unauthorized Batch	0	$10.0000	$0.00	$0
ACH Payments - Other				
ACH Per Batch Fee	0	$9.0000	$0.00	$0
ACH Change/delete/reversal Fee	0	$50.0000	$0.00	$0
ACH Notification Of Change (Noc)	0	$5.5000	$0.00	$0
ACH Return Item Fee	0	$6.0000	$0.00	$0
ACH Return Unauthorized Item Orig	0	$6.0000	$0.00	$0
Total ACH Origination	0		**$0.00**	**$0**
FILE & DATA SERVICES				
BAI Intra Day File- Charge per month	1	$150.0000	$150.00	$141,290
TOTAL FILE & DATA SERVICES	1		**$150.00**	**$141,290**
EDI				
EDI Reporting Monthly Per Acct	1	$55.0000	$55.00	$51,806
Total EDI	1		**$55.00**	**$51,806**
ACCOUNT PROTECTION & RECON SERVICES				
Positive Pay/Payee Positive Pay				
Positive Pay Monthly Per Acct	1	$65.0000	$65.00	$61,226
Positive Pay Per Item Issued	74	$0.0700	$5.18	$4,879
Positive Pay Exception Per Item	0	$4.0000	$0.00	$0
Positive Pay File Trnsmssn Monthly	0	$45.0000	$0.00	$0
Payee Positive Pay Per Item Issued	74	$0.0700	$5.18	$4,879
ACH Positive Pay (PP)				
ACH Positive Pay Comp ID Rule Added	0	$7.0000	$0.00	$0
ACH Positive Pay Monthly Per Acct - 1st Acct	1	$45.0000	$45.00	$42,387
ACH Positive Pay Exception Per Item	0	$4.0000	$0.00	$0
TOTAL ACCOUNT PROTECTION & RECON SERVICES	150		**$120.36**	**$113,371**
ACCELERATE AR REMOTE DEPOSIT (RDC) & IMAGE CASH LETTER SERVICES				
Accelerate AR Remote Deposit Capture				
Remote Dep Monthly Maint	1	$50.0000	$50.00	$47,097
Remote Dep Per Scanner	1	$30.0000	$30.00	$28,258
Remote Dep Items Scanned	58	$0.1000	$5.80	$5,463
TOTAL ACCELERATE AR REMOTE DEPOSIT (RDC) & IMAGE CASH LETTER SEF	60		**$85.80**	**$80,818**
TOTAL ANALYZED PROPOSED FEES /Fee Based Fees			**$592.85**	
TOTAL PROPOSED FEES Plus Equipment Charges			$592.85	
IMPLEMENTATION & PROGRAMMING CHARGES			$0.00	
AVG COLLECTED BALANCE REQUIRED TO OFFSET TOTAL PROPOSED FEES (less Fee based)				**$558,426.45**

CONFIDENTIAL

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Synovus Financial Corp.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Synovus Financial Corp. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 24, 2023 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Assessment of the allowance for loan losses for loans held for investment evaluated on a collective basis

As discussed in Notes 1 and 3 to the consolidated financial statements, the Company's allowance for loan losses was $443.4 million as of December 31, 2022, a substantial portion of which relates to loans held for investment evaluated on a collective basis (the collective allowance). The Company estimated the December 31, 2022 collective allowance on a collective (pool) basis for loans grouped with similar risk characteristics based upon the nature of the loan type. The Company estimated the 2022 collective allowance using a discounted cash flow model for each loan group over the contractual term of the loan, adjusted for expected prepayments and curtailments where appropriate. Such model applies the forecasted PD, which is the probability that a borrower will default, adjusted for relevant macroeconomic factors, comprising multiple weighted scenarios representing different plausible outcomes, and LGD, which is the estimate of the amount of net loss in the event of default to the estimated cash flows. To the extent the estimated lives of the loans in the portfolio extend beyond the reasonable and supportable forecast of two years, the Company reverts on a straight-line basis back to the historical loss rates over a one-year period. The resulting life-of-loan loss estimate may be adjusted for certain quantitative and qualitative factors to address uncertainty and limitations in the quantitative model.

We identified the assessment of the December 31, 2022 collective allowance as a critical audit matter. A high degree of audit effort, including specialized skills and knowledge, and subjective and complex auditor judgment was involved in the assessment. Specifically, the assessment encompassed the evaluation of the 2022 collective allowance methodology, including the methods and model used to estimate the inputs to the discounted cash flow model including the forecasted PD, portfolio segmentation, the selection of the macroeconomic forecasts and the weighting of each, the selection of macroeconomic factors, the reasonable and supportable forecast period, reversion methodology, and the historical observation period. The assessment also included an evaluation of the significant assumption that quantitative adjustments are necessary to address uncertainty and limitations in the quantitative model. The assessment also included an evaluation of the conceptual soundness and performance of the forecasted PD model. In addition, auditor judgment was required to evaluate the sufficiency of audit evidence obtained.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the measurement of the 2022 collective allowance estimate, including controls over the:

- development of the 2022 collective allowance methodology
- continued use and appropriateness of changes to the forecasted PD model
- identification and determination of the significant assumptions used in the forecasted PD model, portfolio segmentation, the selection of the macroeconomic forecasts and the weighting of each, the selection of the macroeconomic factors, the reasonable and supportable forecast period, reversion methodology, and the historical observation period
- development of the quantitative adjustments necessary to address uncertainty and limitations in the quantitative model
- conceptual soundness and performance of the forecasted PD model
- analysis of 2022 collective allowance results, trends, and ratios.

We evaluated the Company's process to develop the 2022 collective allowance estimate by testing certain sources of data, factors, and assumptions that the Company used, and considered the relevance and reliability of such data, factors, and assumptions. We also involved credit risk professionals with specialized skills and knowledge who assisted in:

- evaluating the Company's 2022 collective allowance methodology for compliance with U.S. generally accepted accounting principles
- evaluating assumptions made by the Company relative to the selection of the macroeconomic forecasts, including the appropriateness of their weightings and selection of macroeconomic factors, and forecasted PD used in the discounted cash flow model by comparing them to relevant Company-specific metrics and trends and relevant industry practices
- evaluating the length of the historical observation period, reasonable and supportable forecast period, and the reversion period by comparing to specific portfolio risk characteristics and trends
- determining whether the loan portfolio is segmented by similar risk characteristics by comparing to the Company's business environment and relevant industry practices
- assessing the conceptual soundness and performance of the forecasted PD model by inspecting the model documentation to determine whether the model is suitable for its intended use
- evaluating the significant assumption that quantitative adjustments are necessary to address uncertainty and limitations in the quantitative model and the effect of the quantitative adjustments on the 2022 collective allowance compared with relevant credit risk factors, and consistency with credit trends.

We also assessed the sufficiency of the audit evidence obtained related to the collective allowance by evaluating the:

- cumulative results of the audit procedures
- qualitative aspects of the Company's accounting practices
- potential bias in the accounting estimates.

/s/ KPMG LLP

We have served as the Company's auditor since 1975.
Atlanta, Georgia
February 24, 2023

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Synovus Financial Corp.:

Opinion on Internal Control Over Financial Reporting

We have audited Synovus Financial Corp. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements), and our report dated February 24, 2023 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Atlanta, Georgia
February 24, 2023

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Balance Sheets

(in thousands, except share and per share data)	December 31, 2022	December 31, 2021
ASSETS		
Cash and due from banks	$ 624,097	$ 432,925
Interest-bearing funds with Federal Reserve Bank	1,280,684	2,479,006
Interest earning deposits with banks	34,632	25,535
Federal funds sold and securities purchased under resale agreements	38,367	72,387
Total cash, cash equivalents, and restricted cash	1,977,780	3,009,853
Investment securities available for sale, at fair value	9,678,103	10,918,329
Loans held for sale (includes $51,136 and $108,198, measured at fair value, respectively)	391,502	750,642
Loans, net of deferred fees and costs	43,716,353	39,311,958
Allowance for loan losses	(443,424)	(427,597)
Loans, net	43,272,929	38,884,361
Cash surrender value of bank-owned life insurance	1,089,280	1,068,616
Premises, equipment and software, net	370,632	407,241
Goodwill	452,390	452,390
Other intangible assets, net	27,124	35,596
Other assets	2,471,638	1,790,198
Total assets	**$ 59,731,378**	**$ 57,317,226**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Liabilities		
Deposits:		
Non-interest-bearing deposits	$ 15,639,899	$ 16,392,653
Interest-bearing deposits	33,231,660	33,034,623
Total deposits	48,871,559	49,427,276
Federal funds purchased and securities sold under repurchase agreements	146,588	264,133
Other short-term borrowings	603,384	200
Long-term debt	4,109,597	1,204,229
Other liabilities	1,524,449	1,124,588
Total liabilities	55,255,577	52,020,426
Shareholders' Equity		
Preferred stock - no par value; authorized 100,000,000 shares; issued 22,000,000	537,145	537,145
Common stock - $1.00 par value; authorized 342,857,143 shares; issued 170,141,492 and 169,383,758, respectively; outstanding 145,486,634 and 145,010,086, respectively	170,141	169,384
Additional paid-in capital	3,920,346	3,894,109
Treasury stock, at cost; 24,654,858 and 24,373,672 shares, respectively	(944,484)	(931,497)
Accumulated other comprehensive income (loss), net	(1,442,117)	(82,321)
Retained earnings	2,234,770	1,709,980
Total shareholders' equity	4,475,801	5,296,800
Total liabilities and shareholders' equity	**$ 59,731,378**	**$ 57,317,226**

See accompanying notes to the audited consolidated financial statements.

Synovus Financial Corp.
Consolidated Statements of Income

	Years Ended December 31,		
(in thousands, except per share data)	**2022**	**2021**	**2020**
Interest income:			
Loans, including fees	$ 1,806,060	$ 1,482,567	$ 1,600,462
Investment securities available for sale	209,951	140,077	178,575
Loans held for sale	34,037	23,809	15,078
Federal Reserve Bank balances	18,117	3,777	2,839
Other earning assets	7,622	3,113	7,541
Total interest income	2,075,787	1,653,343	1,804,495
Interest expense:			
Deposits	187,232	74,919	217,777
Long-term debt	79,402	45,349	66,053
Federal funds purchased, securities sold under repurchase agreements, and other borrowings	12,253	128	7,917
Total interest expense	278,887	120,396	291,747
Net interest income	1,796,900	1,532,947	1,512,748
Provision for (reversal of) credit losses	84,553	(106,251)	355,022
Net interest income after provision for credit losses	1,712,347	1,639,198	1,157,726
Non-interest revenue:			
Service charges on deposit accounts	93,067	86,310	73,132
Fiduciary and asset management fees	78,414	77,147	63,251
Card fees	61,833	51,399	42,702
Brokerage revenue	67,034	56,439	44,781
Mortgage banking income	17,476	54,371	91,413
Capital markets income	26,702	26,118	27,336
Income from bank-owned life insurance	29,720	38,019	31,297
Investment securities gains (losses), net	—	(799)	78,931
Other non-interest revenue	35,090	61,062	53,670
Total non-interest revenue	409,336	450,066	506,513
Non-interest expense:			
Salaries and other personnel expense	681,710	649,426	618,214
Net occupancy, equipment, and software expense	174,730	169,222	169,658
Third-party processing and other services	88,617	86,688	87,992
Professional fees	37,189	32,785	56,899
FDIC insurance and other regulatory fees	29,083	22,355	25,210
Goodwill impairment	—	—	44,877
Restructuring charges	(9,690)	7,223	26,991
Other operating expense	155,867	132,205	149,733
Total non-interest expense	1,157,506	1,099,904	1,179,574
Income before income taxes	964,177	989,360	484,665
Income tax expense	206,275	228,893	110,970
Net income	757,902	760,467	373,695
Less: Preferred stock dividends	33,163	33,163	33,163
Net income available to common shareholders	**$ 724,739**	**$ 727,304**	**$ 340,532**
Net income per common share, basic	$ 4.99	$ 4.95	$ 2.31
Net income per common share, diluted	4.95	4.90	2.30
Weighted average common shares outstanding, basic	145,364	147,041	147,415
Weighted average common shares outstanding, diluted	146,481	148,495	148,210

See accompanying notes to the audited consolidated financial statements.

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Statements of Comprehensive Income

	Years Ended December 31,								
	2022			2021			2020		
(in thousands)	Before-tax Amount	Income Tax	Net of Tax Amount	Before-tax Amount	Income Tax	Net of Tax Amount	Before-tax Amount	Income Tax	Net of Tax Amount
Net income	$ 964,177	$ (206,275)	$ 757,902	$ 989,360	$ (228,893)	$ 760,467	$ 484,665	$ (110,970)	$ 373,695
Unrealized gains (losses) on investment securities available for sale:									
Net unrealized gains (losses) arising during the period	(1,522,047)	369,764	(1,152,283)	(234,550)	60,304	(174,246)	108,626	(28,135)	80,491
Reclassification adjustment for realized (gains) losses included in net income	—	—	—	799	(202)	597	(78,931)	20,443	(58,488)
Net change	(1,522,047)	369,764	(1,152,283)	(233,751)	60,102	(173,649)	29,695	(7,692)	22,003
Unrealized gains (losses) on derivative instruments designated as cash flow hedges:									
Net unrealized gains (losses) arising during the period	(298,289)	72,574	(225,715)	(77,948)	20,243	(57,705)	99,193	(25,691)	73,502
Reclassification adjustment for realized (gains) losses included in net income	24,057	(5,855)	18,202	(12,862)	3,260	(9,602)	(2,765)	716	(2,049)
Net change	(274,232)	66,719	(207,513)	(90,810)	23,503	(67,307)	96,428	(24,975)	71,453
Post-retirement unfunded health benefit:									
Actuarial losses arising during the period	—	—	—	—	—	—	—	—	—
Reclassification adjustment for realized gains included in net income	—	—	—	—	—	—	(618)	156	(462)
Net change	—	—	—	—	—	—	(618)	156	(462)
Total other comprehensive income (loss)	$ (1,796,279)	$ 436,483	$(1,359,796)	$ (324,561)	$ 83,605	$ (240,956)	$ 125,505	$ (32,511)	$ 92,994
Comprehensive income (loss)			**$ (601,894)**			**$ 519,511**			**$ 466,689**

See accompanying notes to the audited consolidated financial statements.

Synovus Financial Corp.
Consolidated Statements of Changes in Shareholders' Equity

(in thousands, except per share data)	Preferred Stock	Common Stock	Additional Paid-in Capital	Treasury Stock	AOCI	Retained Earnings	Total
Balance at December 31, 2019	$ 537,145	$ 166,801	$ 3,819,336	$ (715,560)	$ 65,641	$ 1,068,327	$ 4,941,690
Cumulative-effect of change in accounting principle for credit losses (ASU 2016-13), net of tax	—	—	—	—	—	(35,721)	(35,721)
Net income	—	—	—	—	—	373,695	373,695
Other comprehensive income (loss), net of income taxes	—	—	—	—	92,994	—	92,994
Cash dividends declared on common stock - $1.32 per share	—	—	—	—	—	(194,658)	(194,658)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(16,246)	—	—	(16,246)
Issuance of common stock for earnout payment	—	379	8,316	—	—	—	8,695
Restricted share unit vesting and taxes paid related to net share settlement	—	389	(7,503)	—	—	(461)	(7,575)
Stock options/warrants exercised, net	—	564	12,418	—	—	—	12,982
Share-based compensation expense	—	—	18,641	—	—	—	18,641
Balance at December 31, 2020	$ 537,145	$ 168,133	$ 3,851,208	$ (731,806)	$ 158,635	$ 1,178,019	$ 5,161,334
Net income	—	—	—	—	—	760,467	760,467
Other comprehensive income (loss), net of income taxes	—	—	—	—	(240,956)	—	(240,956)
Cash dividends declared on common stock - $1.32 per share	—	—	—	—	—	(193,695)	(193,695)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(199,932)	—	—	(199,932)
Issuance of common stock for earnout payment	—	—	4,955	125	—	—	5,080
Restricted share unit vesting and taxes paid related to net share settlement	—	355	(6,254)	—	—	(1,645)	(7,544)
Stock options exercised, net	—	896	18,214	—	—	—	19,110
Warrants exercised with net settlement and common stock reissued	—	—	(113)	116	—	(3)	—
Share-based compensation expense	—	—	26,099	—	—	—	26,099
Balance at December 31, 2021	$ 537,145	$ 169,384	$ 3,894,109	$ (931,497)	$ (82,321)	$ 1,709,980	$ 5,296,800
Net income	—	—	—	—	—	757,902	757,902
Other comprehensive income (loss), net of income taxes	—	—	—	—	(1,359,796)	—	(1,359,796)
Cash dividends declared on common stock - $1.36 per share	—	—	—	—	—	(197,762)	(197,762)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(12,987)	—	—	(12,987)
Restricted share unit vesting and taxes paid related to net share settlement	—	399	(8,089)	—	—	(2,187)	(9,877)
Stock options exercised, net	—	358	6,696	—	—	—	7,054
Share-based compensation expense	—	—	27,630	—	—	—	27,630
Balance at December 31, 2022	**$ 537,145**	**$ 170,141**	**$ 3,920,346**	**$ (944,484)**	**$(1,442,117)**	**$ 2,234,770**	**$ 4,475,801**

(1) For the years ended December 31, 2022, 2021 and 2020, dividends per share were $1.58 and $1.47 for Series D and Series E Preferred Stock, respectively.

See accompanying notes to the audited consolidated financial statements.

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Statements of Cash Flows

	Years Ended December 31,		
(in thousands)	**2022**	**2021**	**2020**
Operating Activities			
Net income	$ 757,902	$ 760,467	$ 373,695
Adjustments to reconcile net income to net cash provided by operating activities:			
Provision for (reversal of) credit losses	84,553	(106,251)	355,022
Depreciation, amortization, and accretion, net	69,172	113,552	69,625
Deferred income tax expense (benefit)	10,868	45,000	(86,192)
Originations of loans held for sale	(3,352,235)	(3,698,368)	(3,466,170)
Proceeds from sales of loans held for sale	3,709,022	3,749,502	2,936,398
Gain on sales of loans held for sale, net	(12,126)	(42,513)	(67,115)
(Increase) decrease in other assets	(187,205)	(34,293)	(375,150)
Increase (decrease) in other liabilities	82,957	(21,674)	281,866
Investment securities (gains) losses, net	—	799	(78,931)
Share-based compensation expense	27,904	27,795	18,641
Other	677	—	55,343
Net cash provided by operating activities	1,191,489	794,016	17,032
Investing Activities			
Proceeds from maturities and principal collections of investment securities available for sale	1,973,990	3,051,158	2,291,536
Proceeds from sales of investment securities available for sale	—	565,400	2,649,686
Purchases of investment securities available for sale	(2,287,318)	(6,877,712)	(6,036,179)
Proceeds from sales of loans	69,784	111,168	1,426,954
Purchases of loans	(514,475)	(1,624,182)	(126,152)
Net (increase) decrease in loans	(3,987,133)	373,964	(2,461,302)
Net (purchases) redemptions of Federal Reserve Bank stock	15,151	(1,220)	(658)
Net (purchases) redemptions of Federal Home Loan Bank stock	(163,531)	(1,200)	129,710
Net (purchases) proceeds from settlement of bank-owned life insurance policies	9,271	19,045	(242,300)
Net increase in premises, equipment and software	(30,105)	(25,954)	(30,102)
Other	58,884	25,367	45,834
Net cash used in investing activities	(4,855,482)	(4,384,166)	(2,352,973)
Financing Activities			
Net increase (decrease) in deposits	(531,490)	2,735,705	8,284,519
Net increase (decrease) in federal funds purchased and securities sold under repurchase agreements	(117,545)	36,211	62,232
Net increase (decrease) in other short-term borrowings	603,184	(7,520)	(1,745,843)
Repayments and redemption of long-term debt	(700,000)	—	(2,408,939)
Proceeds from long-term debt, net	3,622,892	—	1,445,492
Dividends paid to common shareholders	(196,148)	(194,677)	(189,967)
Dividends paid to preferred shareholders	(33,163)	(33,163)	(33,163)
Issuances, net of taxes paid, under equity compensation plans	(2,823)	11,566	5,407
Repurchase of common stock	(12,987)	(199,932)	(16,246)
Other	—	(1,104)	(1,552)
Net cash provided by financing activities	2,631,920	2,347,086	5,401,940
Increase (decrease) in cash and cash equivalents including restricted cash	(1,032,073)	(1,243,064)	3,065,999
Cash, cash equivalents, and restricted cash at beginning of year	3,009,853	4,252,917	1,186,918
Cash, cash equivalents, and restricted cash at end of year	**$ 1,977,780**	**$ 3,009,853**	**$ 4,252,917**

	Years Ended December 31,		
(in thousands)	**2022**	**2021**	**2020**
Supplemental Disclosures:			
Income taxes paid	$ 175,680	$ 204,214	$ 110,828
Interest paid	242,040	132,923	319,282
Non-cash Activities:			
Loans foreclosed and transferred to other real estate	—	12,408	2,163
Loans transferred to (from) loans held for sale at fair value	(14,480)	(859)	49,821
Premises and equipment transferred to other assets held for sale	24,163	33,379	7,014

See accompanying notes to the audited consolidated financial statements.

ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Synovus Financial Corp.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Synovus Financial Corp. and subsidiaries (the Company) as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2022 and 2021, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2022, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 24, 2023 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Assessment of the allowance for loan losses for loans held for investment evaluated on a collective basis

As discussed in Notes 1 and 3 to the consolidated financial statements, the Company's allowance for loan losses was $443.4 million as of December 31, 2022, a substantial portion of which relates to loans held for investment evaluated on a collective basis (the collective allowance). The Company estimated the December 31, 2022 collective allowance on a collective (pool) basis for loans grouped with similar risk characteristics based upon the nature of the loan type. The Company estimated the 2022 collective allowance using a discounted cash flow model for each loan group over the contractual term of the loan, adjusted for expected prepayments and curtailments where appropriate. Such model applies the forecasted PD, which is the probability that a borrower will default, adjusted for relevant macroeconomic factors, comprising multiple weighted scenarios representing different plausible outcomes, and LGD, which is the estimate of the amount of net loss in the event of default to the estimated cash flows. To the extent the estimated lives of the loans in the portfolio extend beyond the reasonable and supportable forecast of two years, the Company reverts on a straight-line basis back to the historical loss rates over a one-year period. The resulting life-of-loan loss estimate may be adjusted for certain quantitative and qualitative factors to address uncertainty and limitations in the quantitative model.

We identified the assessment of the December 31, 2022 collective allowance as a critical audit matter. A high degree of audit effort, including specialized skills and knowledge, and subjective and complex auditor judgment was involved in the assessment. Specifically, the assessment encompassed the evaluation of the 2022 collective allowance methodology, including the methods and model used to estimate the inputs to the discounted cash flow model including the forecasted PD, portfolio segmentation, the selection of the macroeconomic forecasts and the weighting of each, the selection of macroeconomic factors, the reasonable and supportable forecast period, reversion methodology, and the historical observation period. The assessment also included an evaluation of the significant assumption that quantitative adjustments are necessary to address uncertainty and limitations in the quantitative model. The assessment also included an evaluation of the conceptual soundness and performance of the forecasted PD model. In addition, auditor judgment was required to evaluate the sufficiency of audit evidence obtained.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the measurement of the 2022 collective allowance estimate, including controls over the:

- development of the 2022 collective allowance methodology
- continued use and appropriateness of changes to the forecasted PD model
- identification and determination of the significant assumptions used in the forecasted PD model, portfolio segmentation, the selection of the macroeconomic forecasts and the weighting of each, the selection of the macroeconomic factors, the reasonable and supportable forecast period, reversion methodology, and the historical observation period
- development of the quantitative adjustments necessary to address uncertainty and limitations in the quantitative model
- conceptual soundness and performance of the forecasted PD model
- analysis of 2022 collective allowance results, trends, and ratios.

We evaluated the Company's process to develop the 2022 collective allowance estimate by testing certain sources of data, factors, and assumptions that the Company used, and considered the relevance and reliability of such data, factors, and assumptions. We also involved credit risk professionals with specialized skills and knowledge who assisted in:

- evaluating the Company's 2022 collective allowance methodology for compliance with U.S. generally accepted accounting principles
- evaluating assumptions made by the Company relative to the selection of the macroeconomic forecasts, including the appropriateness of their weightings and selection of macroeconomic factors, and forecasted PD used in the discounted cash flow model by comparing them to relevant Company-specific metrics and trends and relevant industry practices
- evaluating the length of the historical observation period, reasonable and supportable forecast period, and the reversion period by comparing to specific portfolio risk characteristics and trends
- determining whether the loan portfolio is segmented by similar risk characteristics by comparing to the Company's business environment and relevant industry practices
- assessing the conceptual soundness and performance of the forecasted PD model by inspecting the model documentation to determine whether the model is suitable for its intended use
- evaluating the significant assumption that quantitative adjustments are necessary to address uncertainty and limitations in the quantitative model and the effect of the quantitative adjustments on the 2022 collective allowance compared with relevant credit risk factors, and consistency with credit trends.

We also assessed the sufficiency of the audit evidence obtained related to the collective allowance by evaluating the:

- cumulative results of the audit procedures
- qualitative aspects of the Company's accounting practices
- potential bias in the accounting estimates.

/s/ KPMG LLP

We have served as the Company's auditor since 1975.
Atlanta, Georgia
February 24, 2023

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Synovus Financial Corp.:

Opinion on Internal Control Over Financial Reporting

We have audited Synovus Financial Corp. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2022, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2022 and 2021, the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2022, and the related notes (collectively, the consolidated financial statements), and our report dated February 24, 2023 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Atlanta, Georgia
February 24, 2023

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Balance Sheets

(in thousands, except share and per share data)	December 31, 2022	December 31, 2021
ASSETS		
Cash and due from banks	$ 624,097	$ 432,925
Interest-bearing funds with Federal Reserve Bank	1,280,684	2,479,006
Interest earning deposits with banks	34,632	25,535
Federal funds sold and securities purchased under resale agreements	38,367	72,387
Total cash, cash equivalents, and restricted cash	1,977,780	3,009,853
Investment securities available for sale, at fair value	9,678,103	10,918,329
Loans held for sale (includes $51,136 and $108,198, measured at fair value, respectively)	391,502	750,642
Loans, net of deferred fees and costs	43,716,353	39,311,958
Allowance for loan losses	(443,424)	(427,597)
Loans, net	43,272,929	38,884,361
Cash surrender value of bank-owned life insurance	1,089,280	1,068,616
Premises, equipment and software, net	370,632	407,241
Goodwill	452,390	452,390
Other intangible assets, net	27,124	35,596
Other assets	2,471,638	1,790,198
Total assets	**$ 59,731,378**	**$ 57,317,226**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Liabilities		
Deposits:		
Non-interest-bearing deposits	$ 15,639,899	$ 16,392,653
Interest-bearing deposits	33,231,660	33,034,623
Total deposits	48,871,559	49,427,276
Federal funds purchased and securities sold under repurchase agreements	146,588	264,133
Other short-term borrowings	603,384	200
Long-term debt	4,109,597	1,204,229
Other liabilities	1,524,449	1,124,588
Total liabilities	55,255,577	52,020,426
Shareholders' Equity		
Preferred stock - no par value; authorized 100,000,000 shares; issued 22,000,000	537,145	537,145
Common stock - $1.00 par value; authorized 342,857,143 shares; issued 170,141,492 and 169,383,758, respectively; outstanding 145,486,634 and 145,010,086, respectively	170,141	169,384
Additional paid-in capital	3,920,346	3,894,109
Treasury stock, at cost; 24,654,858 and 24,373,672 shares, respectively	(944,484)	(931,497)
Accumulated other comprehensive income (loss), net	(1,442,117)	(82,321)
Retained earnings	2,234,770	1,709,980
Total shareholders' equity	4,475,801	5,296,800
Total liabilities and shareholders' equity	**$ 59,731,378**	**$ 57,317,226**

See accompanying notes to the audited consolidated financial statements.

Synovus Financial Corp.
Consolidated Statements of Income

	Years Ended December 31,		
(in thousands, except per share data)	**2022**	**2021**	**2020**
Interest income:			
Loans, including fees	$ 1,806,060	$ 1,482,567	$ 1,600,462
Investment securities available for sale	209,951	140,077	178,575
Loans held for sale	34,037	23,809	15,078
Federal Reserve Bank balances	18,117	3,777	2,839
Other earning assets	7,622	3,113	7,541
Total interest income	2,075,787	1,653,343	1,804,495
Interest expense:			
Deposits	187,232	74,919	217,777
Long-term debt	79,402	45,349	66,053
Federal funds purchased, securities sold under repurchase agreements, and other borrowings	12,253	128	7,917
Total interest expense	278,887	120,396	291,747
Net interest income	1,796,900	1,532,947	1,512,748
Provision for (reversal of) credit losses	84,553	(106,251)	355,022
Net interest income after provision for credit losses	1,712,347	1,639,198	1,157,726
Non-interest revenue:			
Service charges on deposit accounts	93,067	86,310	73,132
Fiduciary and asset management fees	78,414	77,147	63,251
Card fees	61,833	51,399	42,702
Brokerage revenue	67,034	56,439	44,781
Mortgage banking income	17,476	54,371	91,413
Capital markets income	26,702	26,118	27,336
Income from bank-owned life insurance	29,720	38,019	31,297
Investment securities gains (losses), net	—	(799)	78,931
Other non-interest revenue	35,090	61,062	53,670
Total non-interest revenue	409,336	450,066	506,513
Non-interest expense:			
Salaries and other personnel expense	681,710	649,426	618,214
Net occupancy, equipment, and software expense	174,730	169,222	169,658
Third-party processing and other services	88,617	86,688	87,992
Professional fees	37,189	32,785	56,899
FDIC insurance and other regulatory fees	29,083	22,355	25,210
Goodwill impairment	—	—	44,877
Restructuring charges	(9,690)	7,223	26,991
Other operating expense	155,867	132,205	149,733
Total non-interest expense	1,157,506	1,099,904	1,179,574
Income before income taxes	964,177	989,360	484,665
Income tax expense	206,275	228,893	110,970
Net income	757,902	760,467	373,695
Less: Preferred stock dividends	33,163	33,163	33,163
Net income available to common shareholders	**$ 724,739**	**$ 727,304**	**$ 340,532**
Net income per common share, basic	$ 4.99	$ 4.95	$ 2.31
Net income per common share, diluted	4.95	4.90	2.30
Weighted average common shares outstanding, basic	145,364	147,041	147,415
Weighted average common shares outstanding, diluted	146,481	148,495	148,210

See accompanying notes to the audited consolidated financial statements.

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Statements of Comprehensive Income

	Years Ended December 31,								
	2022			2021			2020		
(in thousands)	Before-tax Amount	Income Tax	Net of Tax Amount	Before-tax Amount	Income Tax	Net of Tax Amount	Before-tax Amount	Income Tax	Net of Tax Amount
Net income	$ 964,177	$ (206,275)	$ 757,902	$ 989,360	$ (228,893)	$ 760,467	$ 484,665	$ (110,970)	$ 373,695
Unrealized gains (losses) on investment securities available for sale:									
Net unrealized gains (losses) arising during the period	(1,522,047)	369,764	(1,152,283)	(234,550)	60,304	(174,246)	108,626	(28,135)	80,491
Reclassification adjustment for realized (gains) losses included in net income	—	—	—	799	(202)	597	(78,931)	20,443	(58,488)
Net change	(1,522,047)	369,764	(1,152,283)	(233,751)	60,102	(173,649)	29,695	(7,692)	22,003
Unrealized gains (losses) on derivative instruments designated as cash flow hedges:									
Net unrealized gains (losses) arising during the period	(298,289)	72,574	(225,715)	(77,948)	20,243	(57,705)	99,193	(25,691)	73,502
Reclassification adjustment for realized (gains) losses included in net income	24,057	(5,855)	18,202	(12,862)	3,260	(9,602)	(2,765)	716	(2,049)
Net change	(274,232)	66,719	(207,513)	(90,810)	23,503	(67,307)	96,428	(24,975)	71,453
Post-retirement unfunded health benefit:									
Actuarial losses arising during the period	—	—	—	—	—	—	—	—	—
Reclassification adjustment for realized gains included in net income	—	—	—	—	—	—	(618)	156	(462)
Net change	—	—	—	—	—	—	(618)	156	(462)
Total other comprehensive income (loss)	$ (1,796,279)	$ 436,483	$(1,359,796)	$ (324,561)	$ 83,605	$ (240,956)	$ 125,505	$ (32,511)	$ 92,994
Comprehensive income (loss)			**$ (601,894)**			**$ 519,511**			**$ 466,689**

See accompanying notes to the audited consolidated financial statements.

Synovus Financial Corp.
Consolidated Statements of Changes in Shareholders' Equity

(in thousands, except per share data)	Preferred Stock	Common Stock	Additional Paid-in Capital	Treasury Stock	AOCI	Retained Earnings	Total
Balance at December 31, 2019	$ 537,145	$ 166,801	$ 3,819,336	$ (715,560)	$ 65,641	$ 1,068,327	$ 4,941,690
Cumulative-effect of change in accounting principle for credit losses (ASU 2016-13), net of tax	—	—	—	—	—	(35,721)	(35,721)
Net income	—	—	—	—	—	373,695	373,695
Other comprehensive income (loss), net of income taxes	—	—	—	—	92,994	—	92,994
Cash dividends declared on common stock - $1.32 per share	—	—	—	—	—	(194,658)	(194,658)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(16,246)	—	—	(16,246)
Issuance of common stock for earnout payment	—	379	8,316	—	—	—	8,695
Restricted share unit vesting and taxes paid related to net share settlement	—	389	(7,503)	—	—	(461)	(7,575)
Stock options/warrants exercised, net	—	564	12,418	—	—	—	12,982
Share-based compensation expense	—	—	18,641	—	—	—	18,641
Balance at December 31, 2020	$ 537,145	$ 168,133	$ 3,851,208	$ (731,806)	$ 158,635	$ 1,178,019	$ 5,161,334
Net income	—	—	—	—	—	760,467	760,467
Other comprehensive income (loss), net of income taxes	—	—	—	—	(240,956)	—	(240,956)
Cash dividends declared on common stock - $1.32 per share	—	—	—	—	—	(193,695)	(193,695)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(199,932)	—	—	(199,932)
Issuance of common stock for earnout payment	—	—	4,955	125	—	—	5,080
Restricted share unit vesting and taxes paid related to net share settlement	—	355	(6,254)	—	—	(1,645)	(7,544)
Stock options exercised, net	—	896	18,214	—	—	—	19,110
Warrants exercised with net settlement and common stock reissued	—	—	(113)	116	—	(3)	—
Share-based compensation expense	—	—	26,099	—	—	—	26,099
Balance at December 31, 2021	$ 537,145	$ 169,384	$ 3,894,109	$ (931,497)	$ (82,321)	$ 1,709,980	$ 5,296,800
Net income	—	—	—	—	—	757,902	757,902
Other comprehensive income (loss), net of income taxes	—	—	—	—	(1,359,796)	—	(1,359,796)
Cash dividends declared on common stock - $1.36 per share	—	—	—	—	—	(197,762)	(197,762)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(12,987)	—	—	(12,987)
Restricted share unit vesting and taxes paid related to net share settlement	—	399	(8,089)	—	—	(2,187)	(9,877)
Stock options exercised, net	—	358	6,696	—	—	—	7,054
Share-based compensation expense	—	—	27,630	—	—	—	27,630
Balance at December 31, 2022	**$ 537,145**	**$ 170,141**	**$ 3,920,346**	**$ (944,484)**	**$(1,442,117)**	**$ 2,234,770**	**$ 4,475,801**

(1) For the years ended December 31, 2022, 2021 and 2020, dividends per share were $1.58 and $1.47 for Series D and Series E Preferred Stock, respectively.

See accompanying notes to the audited consolidated financial statements.

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Statements of Cash Flows

	Years Ended December 31,		
(in thousands)	**2022**	**2021**	**2020**
Operating Activities			
Net income	$ 757,902	$ 760,467	$ 373,695
Adjustments to reconcile net income to net cash provided by operating activities:			
Provision for (reversal of) credit losses	84,553	(106,251)	355,022
Depreciation, amortization, and accretion, net	69,172	113,552	69,625
Deferred income tax expense (benefit)	10,868	45,000	(86,192)
Originations of loans held for sale	(3,352,235)	(3,698,368)	(3,466,170)
Proceeds from sales of loans held for sale	3,709,022	3,749,502	2,936,398
Gain on sales of loans held for sale, net	(12,126)	(42,513)	(67,115)
(Increase) decrease in other assets	(187,205)	(34,293)	(375,150)
Increase (decrease) in other liabilities	82,957	(21,674)	281,866
Investment securities (gains) losses, net	—	799	(78,931)
Share-based compensation expense	27,904	27,795	18,641
Other	677	—	55,343
Net cash provided by operating activities	1,191,489	794,016	17,032
Investing Activities			
Proceeds from maturities and principal collections of investment securities available for sale	1,973,990	3,051,158	2,291,536
Proceeds from sales of investment securities available for sale	—	565,400	2,649,686
Purchases of investment securities available for sale	(2,287,318)	(6,877,712)	(6,036,179)
Proceeds from sales of loans	69,784	111,168	1,426,954
Purchases of loans	(514,475)	(1,624,182)	(126,152)
Net (increase) decrease in loans	(3,987,133)	373,964	(2,461,302)
Net (purchases) redemptions of Federal Reserve Bank stock	15,151	(1,220)	(658)
Net (purchases) redemptions of Federal Home Loan Bank stock	(163,531)	(1,200)	129,710
Net (purchases) proceeds from settlement of bank-owned life insurance policies	9,271	19,045	(242,300)
Net increase in premises, equipment and software	(30,105)	(25,954)	(30,102)
Other	58,884	25,367	45,834
Net cash used in investing activities	(4,855,482)	(4,384,166)	(2,352,973)
Financing Activities			
Net increase (decrease) in deposits	(531,490)	2,735,705	8,284,519
Net increase (decrease) in federal funds purchased and securities sold under repurchase agreements	(117,545)	36,211	62,232
Net increase (decrease) in other short-term borrowings	603,184	(7,520)	(1,745,843)
Repayments and redemption of long-term debt	(700,000)	—	(2,408,939)
Proceeds from long-term debt, net	3,622,892	—	1,445,492
Dividends paid to common shareholders	(196,148)	(194,677)	(189,967)
Dividends paid to preferred shareholders	(33,163)	(33,163)	(33,163)
Issuances, net of taxes paid, under equity compensation plans	(2,823)	11,566	5,407
Repurchase of common stock	(12,987)	(199,932)	(16,246)
Other	—	(1,104)	(1,552)
Net cash provided by financing activities	2,631,920	2,347,086	5,401,940
Increase (decrease) in cash and cash equivalents including restricted cash	(1,032,073)	(1,243,064)	3,065,999
Cash, cash equivalents, and restricted cash at beginning of year	3,009,853	4,252,917	1,186,918
Cash, cash equivalents, and restricted cash at end of year	**$ 1,977,780**	**$ 3,009,853**	**$ 4,252,917**

	Years Ended December 31,		
(in thousands)	**2022**	**2021**	**2020**
Supplemental Disclosures:			
Income taxes paid	$ 175,680	$ 204,214	$ 110,828
Interest paid	242,040	132,923	319,282
Non-cash Activities:			
Loans foreclosed and transferred to other real estate	—	12,408	2,163
Loans transferred to (from) loans held for sale at fair value	(14,480)	(859)	49,821
Premises and equipment transferred to other assets held for sale	24,163	33,379	7,014

See accompanying notes to the audited consolidated financial statements.

FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Synovus Financial Corp.:

Opinion on the Consolidated Financial Statements

We have audited the accompanying consolidated balance sheets of Synovus Financial Corp. and subsidiaries (the Company) as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2024, and the related notes (collectively, the consolidated financial statements). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the years in the three-year period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in *Internal Control – Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission, and our report dated February 21, 2025 expressed an unqualified opinion on the effectiveness of the Company's internal control over financial reporting.

Basis for Opinion

These consolidated financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matter

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that: (1) relates to accounts or disclosures that are material to the consolidated financial statements and (2) involved our especially challenging, subjective, or complex judgments. The communication of a critical audit matter does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Assessment of the allowance for loan losses for loans held for investment evaluated on a collective basis

As discussed in Notes 1 and 3 to the consolidated financial statements, the Company's allowance for loan losses was $486.8 million as of December 31, 2024, a substantial portion of which relates to loans held for investment evaluated on a collective basis (the collective allowance). The Company estimated the collective allowance on a collective (pool) basis for loans grouped with similar risk characteristics based upon the nature of the loan type. The Company estimated the collective allowance using a discounted cash flow model for each loan pool over the contractual term of the loan, adjusted for expected prepayments and curtailments where appropriate. Such model applies the modeled forecasted PD, which is the probability that a borrower will default, adjusted for relevant macroeconomic factors, comprising multiple weighted scenarios representing different plausible outcomes, and the modeled LGD, which is the estimate of the amount of net loss in the event of default. To the extent the estimated lives of the loans in the portfolio extend beyond the reasonable and supportable forecast of two years, the Company reverts on a straight-line basis back to the historical loss rates over a one-year period. The resulting life-of-loan loss estimate may be adjusted for certain quantitative and qualitative factors to address limitations in the quantitative model.

We identified the assessment of the collective allowance as a critical audit matter. A high degree of audit effort, including specialized skills and knowledge, and subjective and complex auditor judgment was involved in the assessment. Specifically, the assessment encompassed the evaluation of the collective allowance methodology, including the model and methods used to estimate the forecasted PD and its significant assumptions, including the selection and weighting of the macroeconomic forecasts, the selection of macroeconomic factors, and the reasonable and supportable forecast period. The assessment also included an evaluation of certain qualitative adjustments to address limitations in the quantitative model, specifically the adjustments for leveraged lending, CRE office buildings and CRE multi-family portfolios. The assessment also included an evaluation of the conceptual soundness and performance of the forecasted PD model. In addition, auditor judgment was required to evaluate the sufficiency of audit evidence obtained.

The following are the primary procedures we performed to address this critical audit matter. We evaluated the design and tested the operating effectiveness of certain internal controls related to the measurement of the collective allowance estimate, including controls over the:

- development of the collective allowance methodology
- continued use and appropriateness of changes to the forecasted PD model
- conceptual soundness and performance of the forecasted PD model
- identification and determination of the significant assumptions used in the forecasted PD model
- development and measurement of the qualitative adjustments
- analysis of collective allowance results, trends, and ratios.

We evaluated the Company's process to develop the collective allowance estimate by testing certain sources of data, factors, and assumptions that the Company used, and considered the relevance and reliability of such data, factors, and assumptions. We also involved credit risk professionals with specialized skills and knowledge who assisted in:

- evaluating the Company's collective allowance methodology for compliance with U.S. generally accepted accounting principles
- assessing the conceptual soundness and performance of the forecasted PD model by inspecting the model documentation to determine whether the model is suitable for its intended use
- evaluating assumptions made by the Company relative to the selection and weighting of the macroeconomic forecasts, including the appropriateness of and the selection of macroeconomic factors, and the reasonable and supportable forecast period used in the forecasted PD model by comparing them to the Company's business environment and relevant industry practices
- evaluating certain qualitative adjustments to address limitations in the quantitative model, specifically the adjustments for leveraged lending, CRE Office buildings and CRE multi-family portfolios, by comparing it to relevant credit risk factors and consistency with credit trends.

We also assessed the sufficiency of the audit evidence obtained related to the collective allowance by evaluating the:

- cumulative results of the audit procedures
- qualitative aspects of the Company's accounting practices
- potential bias in the accounting estimates.

/s/ KPMG LLP

We have served as the Company's auditor since 1975.
Atlanta, Georgia
February 21, 2025

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Shareholders
Synovus Financial Corp.:

Opinion on Internal Control Over Financial Reporting

We have audited Synovus Financial Corp. and subsidiaries' (the Company) internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control – Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of income, comprehensive income, changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2024, and the related notes (collectively, the consolidated financial statements), and our report dated February 21, 2025 expressed an unqualified opinion on those consolidated financial statements.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audit also included performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ KPMG LLP

Atlanta, Georgia
February 21, 2025

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Balance Sheets

(in thousands, except share and per share data)	December 31, 2024	December 31, 2023
ASSETS		
Interest-earning deposits with banks and other cash and cash equivalents	$ 2,977,667	$ 2,414,103
Federal funds sold and securities purchased under resale agreements	16,320	37,323
Total cash, cash equivalents, and restricted cash	2,993,987	2,451,426
Investment securities held to maturity	2,581,469	—
Investment securities available for sale	7,551,018	9,788,662
Loans held for sale (includes $33,448 and $47,338, measured at fair value, respectively)	90,111	52,768
Loans, net of deferred fees and costs	42,609,028	43,404,490
Allowance for loan losses	(486,845)	(479,385)
Loans, net	42,122,183	42,925,105
Cash surrender value of bank-owned life insurance	1,139,988	1,112,030
Premises, equipment and software, net	383,724	365,851
Goodwill	480,440	480,440
Other intangible assets, net	34,318	45,928
Other assets	2,856,406	2,587,324
Total assets	**$ 60,233,644**	**$ 59,809,534**
LIABILITIES AND SHAREHOLDERS' EQUITY		
Liabilities		
Deposits:		
Non-interest-bearing deposits	$ 11,596,119	$ 12,507,616
Interest-bearing deposits	39,499,240	38,231,569
Total deposits	51,095,359	50,739,185
Federal funds purchased, securities sold under repurchase agreements, and other short-term borrowings	131,728	192,570
Long-term debt	1,733,109	1,932,534
Other liabilities	2,007,197	1,801,097
Total liabilities	54,967,393	54,665,386
Shareholders' Equity		
Preferred stock - no par value; authorized 100,000,000 shares; issued 22,000,000	537,145	537,145
Common stock - $1.00 par value; authorized 342,857,142 shares; issued 172,185,507 and 171,360,188, respectively; outstanding 141,165,908 and 146,705,330, respectively	172,186	171,360
Additional paid-in capital	3,986,729	3,955,819
Treasury stock, at cost; 31,019,599 and 24,654,858 shares, respectively	(1,216,827)	(944,484)
Accumulated other comprehensive income (loss), net	(970,765)	(1,117,073)
Retained earnings	2,736,089	2,517,226
Total Synovus Financial Corp. shareholders' equity	5,244,557	5,119,993
Noncontrolling interest in subsidiary	21,694	24,155
Total equity	5,266,251	5,144,148
Total liabilities and shareholders' equity	**$ 60,233,644**	**$ 59,809,534**

See accompanying notes to the audited consolidated financial statements.

Synovus Financial Corp.
Consolidated Statements of Income

	Years Ended December 31,		
(in thousands, except per share data)	**2024**	**2023**	**2022**
Interest income:			
Loans, including fees	$ 2,769,778	$ 2,684,762	$ 1,806,060
Investment securities	329,478	248,294	209,951
Loans held for sale	3,679	30,092	34,037
Federal Reserve Bank balances	75,922	68,289	18,117
Other earning assets	14,732	18,921	7,622
Total interest income	3,193,589	3,050,358	2,075,787
Interest expense:			
Deposits	1,329,932	1,026,755	187,232
Long-term debt	109,657	180,670	79,402
Federal funds purchased, securities sold under repurchase agreements, and other short-term borrowings	4,423	26,278	12,253
Total interest expense	1,444,012	1,233,703	278,887
Net interest income	1,749,577	1,816,655	1,796,900
Provision for (reversal of) credit losses	136,685	189,079	84,553
Net interest income after provision for credit losses	1,612,892	1,627,576	1,712,347
Non-interest revenue:			
Service charges on deposit accounts	91,647	90,096	93,067
Fiduciary and asset management fees	79,828	78,077	78,414
Card fees	76,920	72,357	61,833
Brokerage revenue	84,881	90,004	72,605
Mortgage banking income	14,060	15,157	17,476
Capital markets income	44,058	39,045	36,286
Income from bank-owned life insurance	34,429	31,429	29,720
Investment securities gains (losses), net	(256,660)	(76,718)	—
Recovery of NPA	—	13,126	—
Other non-interest revenue	70,441	51,437	19,935
Total non-interest revenue	239,604	404,010	409,336
Non-interest expense:			
Salaries and other personnel expense	737,467	728,378	681,710
Net occupancy, equipment, and software expense	187,451	179,581	174,730
Third-party processing and other services	85,751	86,649	88,617
Professional fees	46,089	39,854	37,189
FDIC insurance and other regulatory fees	45,921	94,737	29,083
Restructuring charges (reversals)	2,121	17,707	(9,690)
Loss on other loans held for sale	—	50,064	—
Other operating expense	142,743	138,454	155,867
Total non-interest expense	1,247,543	1,335,424	1,157,506
Income before income taxes	604,953	696,162	964,177
Income tax expense	125,502	154,021	206,275
Net income	479,451	542,141	757,902
Less: Net income (loss) attributable to noncontrolling interest	(3,009)	(1,564)	—
Net income attributable to Synovus Financial Corp.	482,460	543,705	757,902
Less: Preferred stock dividends	42,903	35,950	33,163
Net income available to common shareholders	**$ 439,557**	**$ 507,755**	**$ 724,739**
Net income per common share, basic	$ 3.05	$ 3.48	$ 4.99
Net income per common share, diluted	3.03	3.46	4.95
Weighted average common shares outstanding, basic	144,164	146,115	145,364
Weighted average common shares outstanding, diluted	144,998	146,734	146,481

See accompanying notes to the audited consolidated financial statements.

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Statements of Comprehensive Income

	Years Ended December 31,								
	2024			2023			2022		
(in thousands)	Before-tax Amount	Income Tax	Net of Tax Amount	Before-tax Amount	Income Tax	Net of Tax Amount	Before-tax Amount	Income Tax	Net of Tax Amount
Net income	$ 604,953	$ (125,502)	$ 479,451	$ 696,162	$ (154,021)	$ 542,141	$ 964,177	$ (206,275)	$ 757,902
Unamortized holding (losses) gains on investment securities transferred to held to maturity:									
Net unamortized unrealized holding (losses) gains on available for sale investment securities transferred to held to maturity	(708,549)	171,115	(537,434)	—	—	—	—	—	—
Reclassification adjustment for the change in unamortized holding (losses) gains on held to maturity investment securities	58,808	(14,202)	44,606	—	—	—	—	—	—
Net change	(649,741)	156,913	(492,828)	—	—	—	—	—	—
Unrealized gains (losses) on investment securities available for sale:									
Net unrealized gains (losses) arising during the period	517,032	(124,863)	392,169	215,914	(52,101)	163,813	(1,522,047)	369,764	(1,152,283)
Reclassification adjustment for realized (gains) losses included in net income	256,660	(61,983)	194,677	76,718	(18,527)	58,191	—	—	—
Net change	773,692	(186,846)	586,846	292,632	(70,628)	222,004	(1,522,047)	369,764	(1,152,283)
Unrealized gains (losses) on derivative instruments designated as cash flow hedges:									
Net unrealized gains (losses) arising during the period	(70,101)	16,928	(53,173)	(40,606)	9,815	(30,791)	(298,289)	72,574	(225,715)
Reclassification adjustment for realized (gains) losses included in net income	139,041	(33,578)	105,463	176,442	(42,611)	133,831	24,057	(5,855)	18,202
Net change	68,940	(16,650)	52,290	135,836	(32,796)	103,040	(274,232)	66,719	(207,513)
Total other comprehensive income (loss)	$ 192,891	$ (46,583)	$ 146,308	$ 428,468	$ (103,424)	$ 325,044	$ (1,796,279)	$ 436,483	$ (1,359,796)
Comprehensive income (loss)			625,759			867,185			(601,894)
Less: comprehensive income (loss) attributable to noncontrolling interest			(3,009)			(1,564)			—
Comprehensive income (loss) attributable to Synovus Financial Corp.			**$ 628,768**			**$ 868,749**			**$ (601,894)**

See accompanying notes to the audited consolidated financial statements.

Synovus Financial Corp.
Consolidated Statements of Changes in Shareholders' Equity

	Synovus Financial Corp. Shareholders' Equity							
(in thousands, except per share data)	**Preferred Stock**	**Common Stock**	**Additional Paid-in Capital**	**Treasury Stock**	**AOCI**	**Retained Earnings**	**Noncontrolling Interest**	**Total**
Balance at December 31, 2021	$ 537,145	$ 169,384	$ 3,894,109	$ (931,497)	$ (82,321)	$ 1,709,980	$ —	$ 5,296,800
Net income	—	—	—	—	—	757,902	—	757,902
Other comprehensive income (loss), net of income taxes	—	—	—	—	(1,359,796)	—	—	(1,359,796)
Cash dividends declared on common stock - $1.36 per share	—	—	—	—	—	(197,762)	—	(197,762)
Cash dividends declared on preferred stock[1]	—	—	—	—	—	(33,163)	—	(33,163)
Repurchases of common stock including costs to repurchase	—	—	—	(12,987)	—	—	—	(12,987)
Restricted share unit vesting and taxes paid related to net share settlement	—	399	(8,089)	—	—	(2,187)	—	(9,877)
Stock options exercised, net	—	358	6,696	—	—	—	—	7,054
Share-based compensation expense	—	—	27,630	—	—	—	—	27,630
Balance at December 31, 2022	$ 537,145	$ 170,141	$ 3,920,346	$ (944,484)	$(1,442,117)	$ 2,234,770	$ —	$ 4,475,801
Cumulative-effect of change in accounting principle for ASU 2023-02	—	—	—	—	—	(297)	—	(297)
Net income (loss)	—	—	—	—	—	543,705	(1,564)	542,141
Other comprehensive income (loss), net of income taxes	—	—	—	—	325,044	—	—	325,044
Cash dividends declared on common stock - $1.52 per share	—	—	—	—	—	(222,329)	—	(222,329)
Cash dividends declared on preferred stock[2]	—	—	—	—	—	(35,950)	—	(35,950)
Restricted share unit vesting and taxes paid related to net share settlement	—	527	(8,938)	—	—	(2,673)	—	(11,084)
Stock options exercised, net	—	692	12,333	—	—	—	—	13,025
Share-based compensation expense	—	—	32,078	—	—	—	—	32,078
Acquisition of noncontrolling interest	—	—	—	—	—	—	25,719	25,719
Balance at December 31, 2023	$ 537,145	$ 171,360	$ 3,955,819	$ (944,484)	$(1,117,073)	$ 2,517,226	$ 24,155	$ 5,144,148
Net income (loss)	—	—	—	—	—	482,460	(3,009)	479,451
Other comprehensive income (loss), net of income taxes	—	—	—	—	146,308	—	—	146,308
Cash dividends declared on common stock - $1.52 per share	—	—	—	—	—	(218,009)	—	(218,009)
Cash dividends declared on preferred stock[3]	—	—	—	—	—	(42,903)	—	(42,903)
Repurchases of common stock including costs to repurchase	—	—	—	(272,343)	—	—	—	(272,343)
Restricted share unit vesting and taxes paid related to net share settlement	—	528	(9,388)	—	—	(2,685)	—	(11,545)
Stock options exercised, net	—	298	8,742	—	—	—	—	9,040
Share-based compensation expense	—	—	31,556	—	—	—	—	31,556
Other	—	—	—	—	—	—	548	548
Balance at December 31, 2024	**$ 537,145**	**$ 172,186**	**$ 3,986,729**	**$(1,216,827)**	**$ (970,765)**	**$ 2,736,089**	**$ 21,694**	**$ 5,266,251**

(1) For the year ended December 31, 2022, dividends per share were $1.58 for Series D and $1.47 for Series E Preferred Stock.

(2) For the year ended December 31, 2023, dividends per share were $1.92 for Series D and $1.47 for Series E Preferred Stock.

(3) For the year ended December 31, 2024, dividends per share were $2.24 for Series D and $1.78 for Series E Preferred Stock.

See accompanying notes to the audited consolidated financial statements.

Part II
ITEM 8. FINANCIAL STATEMENTS AND SUPPLEMENTARY DATA

Synovus Financial Corp.
Consolidated Statements of Cash Flows

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Operating Activities			
Net income	$ 479,451	$ 542,141	$ 757,902
Adjustments to reconcile net income to net cash provided by (used in) operating activities:			
Provision for (reversal of) credit losses	136,685	189,079	84,553
Depreciation, amortization, and accretion, net	60,408	93,458	69,172
Deferred income tax expense (benefit)	19,371	16,837	10,868
Originations of loans held for sale	(6,179,459)	(600,671)	(3,352,235)
Proceeds from sales of loans held for sale	6,151,247	945,944	3,709,022
Gain on sales of loans held for sale, net	(9,657)	(9,700)	(12,126)
(Increase) decrease in other assets	(389,458)	(285,823)	(175,006)
Increase (decrease) in other liabilities	265,561	244,335	82,957
Investment securities (gains) losses, net	256,660	76,718	—
Share-based compensation expense	32,049	32,224	27,904
Loss on sales of loans	—	50,064	—
Net gain on sales of other real estate and other assets held for sale	(1,828)	(4,654)	(12,199)
Other	—	(7,329)	677
Net cash provided by (used in) operating activities	821,030	1,282,623	1,191,489
Investing Activities			
Net cash received (paid) for business combination and divestiture	—	8,359	—
Proceeds from maturities and principal collections of investment securities held to maturity	187,046	—	—
Proceeds from maturities and principal collections of investment securities available for sale	614,733	937,967	1,973,990
Proceeds from sales of investment securities available for sale	1,365,923	1,301,520	—
Purchases of investment securities available for sale	(2,640,980)	(2,150,430)	(2,287,318)
Net proceeds from sales of loans	37,453	1,651,154	69,784
Purchases of loans	—	(10,623)	(514,475)
Net (increase) decrease in loans	615,363	(1,524,681)	(3,987,133)
Net (purchases) redemptions of Federal Reserve Bank stock	(12,655)	(5,081)	15,151
Net (purchases) redemptions of Federal Home Loan Bank stock	33,225	128,458	(163,531)
Net (purchases) proceeds from settlement of bank-owned life insurance policies	6,496	8,773	9,271
Net increase in premises, equipment and software	(56,152)	(32,207)	(30,105)
Proceeds from sales of other real estate and other assets held for sale	27,119	10,757	58,884
Net cash provided by (used in) investing activities	177,571	323,966	(4,855,482)
Financing Activities			
Net increase (decrease) in deposits	343,683	1,858,349	(531,490)
Net increase (decrease) in federal funds purchased and securities sold under repurchase agreements	(57,346)	42,486	(117,545)
Net increase (decrease) in other short-term borrowings	(3,496)	(599,888)	603,184
Repayments and redemption of long-term debt	(1,850,000)	(5,404,731)	(700,000)
Proceeds from long-term debt, net	1,646,791	3,220,912	3,622,892
Dividends paid to common shareholders	(220,128)	(216,061)	(196,148)
Dividends paid to preferred shareholders	(40,696)	(35,950)	(33,163)
Issuances, net of taxes paid, under equity compensation plans	(2,505)	1,940	(2,823)
Repurchase of common stock	(272,343)	—	(12,987)
Net cash provided by (used in) financing activities	(456,040)	(1,132,943)	2,631,920
Increase (decrease) in cash and cash equivalents including restricted cash	542,561	473,646	(1,032,073)
Cash, cash equivalents, and restricted cash at beginning of year	2,451,426	1,977,780	3,009,853
Cash, cash equivalents, and restricted cash at end of year	**$ 2,993,987**	**$ 2,451,426**	**$ 1,977,780**

	Years Ended December 31,		
(in thousands)	**2024**	**2023**	**2022**
Supplemental Disclosures:			
Income taxes paid	$ 47,268	$ 69,753	$ 175,680
Interest paid	1,467,099	1,112,905	242,040
Non-cash Activities:			
Loans foreclosed and transferred to other real estate	21,992	—	—
Investment securities transferred from available for sale to held to maturity	2,715,635	—	—
Settlement of acquired debt	—	31,109	—

See accompanying notes to the audited consolidated financial statements.

SYNOVUS®

Tab 8. The additional information requested on page one of this section items (A-H).

A. Fee attachment, listing pricing required and optional services

Synovus has provided our proforma that lists pricing and is located in Tab 6.

B. Rate attachment, listing interest rates for bank accounts and sweep rates

Synovus has provided our interest rates in our pricing and is located in Tab 6.

C. Historical rate attachment, listing interest and sweep rates for the past 12 months

To keep pace with market conditions, Synovus utilizes indexed rate plans that are tied to the Federal Funds rate for most of our operational account relationships. They adjust at the date of change. Over the last 12 months they have typically been anywhere from a quarter to 1 full point less than the posted rates as indicated below and are based on balance size.

Month of change	Federal Funds Rate
April 2024	5.50%
September 2024	5.00%
November 2024	4.75%
December 2024	4.50%
January 2025	4.50%
March 2025	4.50%

Additionally, our Repo rates also move with the Fed rates. That said, in April of 2024 our overnight repo rate was 4.25%, today it is 3.35%. Our term repo rate was 5.25% in April of 2024 and is now at 4.25%.

D. Detailed transition plan and timeline defining implementation periods and defined responsibilities

Synovus has provided our sample implementation schedule in this section as **"Exhibit C".**

E. Proof of current standing as an eligible public depository

Synovus has provided our QPD certificate in this section as **"Exhibit D".**

F. Bank's disaster recovery plan (back-up sites and system back-up process)

At Synovus, securing our customers' information is a priority and commitment we take seriously. We operate in a highly regulated environment and comply with various regulatory and statutory requirements, including data privacy laws. Due to the nature of our business and in the best interest of securing all our customers information, we do not share specific details about our business continuity plan, disaster recovery plans and exercises, security program, data security controls, policies and procedures, tools and technologies and confidential company information. However, the below is our Informa on Security and Resiliency Statement (attached) that provides an overview and key elements about our Information Security and Cybersecurity program, which includes business continuity and disaster recovery programs.

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Our security and resiliency programs are aligned with industry best practices, including but not limited to NIST, PCI, ISO, FFIEC standards and guidelines to adequately maintain confidentiality, integrity, and availability of information and information system. Processes, systems and controls are regularly reviewed by Internal auditors, Compliance and Enterprise Risk Management departments to ensure that controls are operating as intended and effective. We are externally audited on an annual basis and certified on information security standards including System and Organization Controls (SOC) and Payment Card Industry Data Security Standard (PCI DSS) on various segments. Our program is reviewed on a periodic basis by independent 3rd party against the Federal Financial Institutions Examination Council's (FFIEC) Cybersecurity Assessment Tool and the National Institute of Standards and Technology Cybersecurity Framework in order to measure our cybersecurity preparedness, evaluate whether cybersecurity preparedness is aligned with risks, determine risk management practices and controls that are needed or need enhancement and to inform our risk management strategies.

Synovus utilizes multiple layers of overlapping controls and processes to ensure banking services are readily available to support customers ongoing operations. This includes but is not limited to the following:

- Systems are scheduled for automatic backup, and processes are in place to monitor backup for successful completion.
- Data recovery processes are tested periodically.
- Redundancy is designed within key systems and processes to allow for automatic failover and high availability of services.
- Monitoring and alerting systems are in place to allow for proactive monitoring for potential degradation and availability issues.
- Each Synovus business unit updates Business Impact Assessments (BIAs) and Business Continuity Plans (BCPs) annually. The BCPs document roles and responsibilities, critical business processes, dependencies, third-party relationships and criticality, Recovery Time Objectives / Recovery Point Objectives, and upstream / downstream impacts. Plans and associated call trees are updated regularly and are tested at least annually.
- Synovus maintains business continuity and emergency communication systems that are available and utilized during network outage and emergency response events such as hurricanes and winter storms.
- Applications are risk assessed and documented disaster recovery plans are updated regularly and tested at least annually for higher risk systems.
- Ongoing due diligence and monitoring is performed on vendor-hosted or vendor-managed applications and/or processes. Third-party disaster recovery plans and business continuity programs are reviewed regularly as part of the Third-Party Risk Management program.

In the event of a disaster, the Village can reach us in any of the following ways:

- Using a computer or mobile device, visit www.synovus.com for access to your accounts and updates during a disaster.
- With the advancements in technology, many daily banking activities will be able to run without interference in the event of an emergency through online banking. Because our online service is solely Internet supported, a standard facility is not required to access information and perform daily activities.
- Contact the Board's Relationship Manager

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G. Description of the financial institution's dispute resolution and customer service/feedback process

At Synovus, we understand the importance of timely and efficient service. To ensure effective internal service-related processes, we have established Service Level Agreements (SLAs) for our internal teams. Our Relationship Management Team aims to respond to most service items within a 24-hour period.

Upon receiving a service item, our Relationship Management Team will assess its nature and determine which area of the bank is responsible for addressing it. Based on this evaluation, we will provide an estimated SLA for the item. Throughout the resolution process, we will consistently provide feedback to keep you informed about the progress.

For critical service items that require immediate attention, we prioritize them and strive to address them within 2 hours. We recognize the urgency of these matters and work diligently to resolve them in a timely manner.

H. Incentives offered by the bank for transition or retention

Switching to Synovus Bank comes with several attractive incentives designed to make your transition smooth and beneficial:

1. Free Business Process Review: Our team of experts will conduct a comprehensive review of your current business processes to identify areas for improvement and ensure a seamless integration with Synovus Bank's services.
2. Waiver of Implementation Fees: To ease the financial burden of transitioning, we are waiving all implementation fees. This means you can set up your new accounts and services without any upfront costs.
3. Three Months with No Fees: Enjoy the first three months with no fees charged on your accounts. This gives you the opportunity to experience the full range of our services without any financial pressure.

These incentives reflect our commitment to providing exceptional value and support to our new customers. We look forward to partnering with you and helping your business thrive with Synovus Bank

Business Process Review - Overview
As an added benefit, Synovus Bank conducts a Business Process Review (BPR) where our Treasury Management Team will observe and examine the Village's Accounts Receivables process, Accounts Payables process, and Financial Accounting to ensure what was communicated throughout the procurement process is, in fact, how you truly interact and utilize your bank.

The goal for the Synovus Team is to document workflows and procedures to help clients understand where efficiencies may be implemented while noting parts of processes that may be too labor intensive and easily supplanted with automation.

Following the site visit, the Synovus Team formulates its learnings and findings with the Village's team. This often becomes the beginning of a strategic and/or tactical roadmap for clients to consider as they transform their financial operations.

EXHIBIT C

IMPLEMENTATION PLAN CUSTOMER: VILLAGE OF ESTERO

Timeframe	Action Item	Ownership		Additional Notes
		Synovus	Village	
Week One	**In Person implementation consultation**			(allow for 1 to 2 hours for initial meeting)
	Team introductions - define roles - exchange contact information	✓	✓	
	Review final RFP products and services	✓		
	Define signatories, obtain ID's, resolution info necessary to start bank docs	✓	✓	
	Discuss user limits, authorities, account set-up, Administrator hierarchy	✓	✓	
	Review final timeline - establish final go live date	✓	✓	
	Agree to weekly/bi-weekly conference call check-in meeting schedule	✓	✓	Synovus to send calendar invites
	Provide meeting notes, accoutabilities and deliverables for next meeting	✓		
Week Two	**Deliver documentation and Account opening**			
	Complete Treasury Management and Online Banking Enrollment Forms	✓		
	Produce and deliver all Account related documentation for sigining	✓		
	Return executed Account related documentation		✓	
	Open Accounts in System - begin building customer in TM system	✓		
	Produce and deliver all Treasury Management related documentation for signing	✓		
	Return executed Treasury Management related documents/agreements		✓	
	Provide ABA numbers, account numbers and check spec sheet to customer	✓		
	Order any supplies needed: deposit slips, checks, bags, etc.	✓	✓	
	Order security tokens and establish online credentials (soft tokens 6 business days, hard tokens 10 business days)	✓		
	Order remote deposit scanner equipment (if needed)	✓		
	Provide any ACH or wire templates that need to be built		✓	
	Weekly / bi-weekly conference call check-in meeting	✓	✓	Agenda to include armored car if applicable
	Provide meeting notes, accountabilities and deliverables for next meeting	✓		
	Produce and deliver Card (P-Card E Payables) applications for signing (If Applicable)	✓		
	Return executed Card related applications/agreements (If Applicable)		✓	
	Provide electronic list of cardholders for P-Card (If Applicable)		✓	
Weeks Three/Four	**Initial Testing/Training**			
	Confirm token delivery - log in credentials received	✓	✓	
	Initial training for users to test log in and learn online banking site familiarization	✓	✓	Estimated time for training 45 min
	Administrator training/setting up user hierarchy	✓	✓	
	ACH testing - submit vendor test file, ACH mapping, sample payroll file	✓	✓	
	Positive Pay testing: submit test file	✓	✓	
	Submit any additional required testing files required by TM profile	✓	✓	
	Coordinate any needed communications between customer IT/software vendor for ACH/PP/Lockbox	✓		Estimated time for training 1 hour
	Second initial training - end user targeted - ACH, Wire, PP, transfers	✓	✓	
	Weekly / bi-weekly conference call check-in meeting	✓	✓	
	Provide meeting notes, accountabilities and deliverables for next meeting	✓		
	Provide vendor list for E-Payables enrollment (If Applicable)		✓	
	E-Payables payment file validation testing (If Applicalbe)	✓	✓	
	Initial card training and setup for card administrators and managers	✓	✓	Estimate 1 hour for training
Week Five	**Final testing, training and transition**			
	Install scanner, test and begin utlizing the remote deposit scanner for deposits	✓	✓	
	Remaining final testing for ACH/Payroll, PP, lockbox, any remaining services	✓	✓	
	Final training for any remaining areas, missing employees	✓	✓	
	Final review of prior meeting notes, address anything outstanding	✓		
	work with customer to wire final funds from current Bank	✓		
	"Go Live" - Bank staff can be available on site if needed	✓	✓	
	Continued daily/weekly follow up for troubleshooting needs	✓		
	Rollout P-Card program to pilot group (If Applicable)	✓	✓	
	Second training for P-Card administrators and managers (If Applicable)	✓	✓	Estimated 1 hour for training
	Kick off call for E-Payables enrollment and implementation (If Applicable)	✓	✓	Estimate 1 hour for call

Specialty Services Timeframes				
	FTP			
	FTP Account Reconciliation 8-9 weeks	✓	✓	
	ACH Origination via Direct Send (FTP) 8-9 weeks	✓	✓	
	EDI Reporting via FTP 8-9 weeks	✓	✓	
	Custom Reports			
	Information Reporting (Custom File) 8 weeks	✓	✓	
	Check Image Deposit			
	Remote Deposit Capture Check Image Deposit (x9.37 Check Image File) 4-8 weeks	✓	✓	
	Remote Vault			
	Remote Vault Deposit 6-8 weeks	✓	✓	
	Lockbox			
	Lockbox Wholesale Standard (Capture Only Non-Data Entry) 2 - 3 weeks	✓	✓	
	Wholesale w/Data Entry 45 business days	✓	✓	
	Wholesale - Data Entry Complex 45+ business days	✓	✓	
	Lockbox/Retail Standard 60 business days	✓	✓	
	Lockbox/Retail Complex 90 business days	✓	✓	

EXHIBIT D

DEPARTMENT OF FINANCIAL SERVICES
Division of Treasury – Bureau of Collateral Management

CERTIFICATE OF QUALIFIED PUBLIC DEPOSITORY
UNDER THE FLORIDA SECURITY FOR
PUBLIC DEPOSITS ACT

This is to certify that **SYNOVUS BANK**
1148 BROADWAY
COLUMBUS, GEORGIA 31901

has fully qualified as a public depository pursuant to Chapter 280, Florida Statutes, otherwise known as the Florida Security for Public Deposits Act. As such, said bank or savings association is hereby designated to receive public deposits, as defined in Subsection 280.02(23), Florida Statutes.

Given under my hand this 24TH day of JUNE , 2019 .

CHIEF FINANCIAL OFFICER, STATE OF FLORIDA

DFS-J1-1002
Rev. 3/92

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Tab 9. *Requested information in Section B Scope of Banking Services*

Minimum Qualifications.

(a) Respondent must have five (5) consecutive years' experience providing banking services to at least three (3) similarly sized Florida public entities.

Synovus proudly exceeds the requirement of having five consecutive years of experience providing banking services to at least three similarly sized Florida public entities. Our extensive experience and proven track record in government banking ensure that we understand the unique needs and challenges faced by public entities in Florida. We are committed to delivering exceptional financial solutions tailored to your specific requirements.

(b) Be a Qualified Public Depository per chapter 280, Florida Statute.

The safety of public funds deposited with banks and other depository institutions has been and will always be one of the foremost concerns of government finance officers. Synovus shares those concerns as well. Therefore, Synovus is certified as a "Qualified Public Depository" under the Florida Security for Public Deposits Act, as defined in Chapter 280 of the Florida Statues. We comply with and have met all collateralization pledge requirements as prescribed by the State of Florida QPD program.

(c) Have minimum total deposits of $1 billion. The Village may place as much as $50 million into the successful Respondent's financial institution and, as such, does not desire to have its deposits equal more than five (5) percent of the institution's total deposits.

Synovus has approximately $60 Billion in assets and $51 Billion in Deposits.

(d) Respondent must have a full service Office located within 25 miles of Village Hall. (Map Quest will be used to calculate mileage using the shortest driving distance).

Synovus Location	Hours
Bonita Beach Branch and ATM 3360 Bonita Beach Road Bonita Springs, FL 34134	**Lobby Hours** Mon - Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed Drive-up Hours Mon - Thu: 9:00 AM to 4:30 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed
Fort Myers Branch and ATM 7900 Summerlin Lakes Drive Fort Myers, FL 33907	**Lobby Hours** Mon – Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed **Drive-up Hours** Mon – Thu: 9:00 AM to 4:30 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed

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Vanderbilt Branch and ATM 2325 Vanderbilt Beach Road Naples, FL 34109	**Lobby Hours** Mon – Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed **Drive-up Hours** Mon – Thu: 9:00 AM to 4:00 PM Fri: 9:00 AM to 5:00 PM Sat and Sun: Closed

(e) Be qualified to do business in the state of Florida.

Synovus Bank is registered to do business in the State of Florida through Sunbiz.

Bank Account Structure

The Village of Estero intends to use one operating account for transactions to simplify reporting and reconciliations. However, there is openness to recommendations from the respondent.

Advantage Analysis Account

Synovus understands the necessary account structure and is prepared to offer the Village top-tier financial and treasury management solutions. Our primary objective is to deliver these services of exceptional quality while also focusing on creating future efficiencies for you.

Our Advantage Analysis Account is a unique account that allows you to manage all your funds in one convenient location. This eliminates the need for a separate money market account or multiple transfers. The service automatically analyzes your monthly account activity, determines the balances needed to offset analysis fees, and pays interest on your excess collected balances.

The Synovus Advantage Analysis Account optimizes your investments, ensuring every dollar is used effectively. With sufficient balances, you will incur no fees and earn interest on excess average collected balances. There is no guesswork, no manual transfers, and no additional bookkeeping. We handle everything for you.

This account is fully collateralized in accordance with the Florida State Statutes of Public Funds.

Banking Services

The following banking services are required. The Village encourages financial institutions responding to this RFP to describe any alternatives, enhancements, or improved methods of providing the banking services outlined below. In addition, please describe any products or services not specifically mentioned that would be beneficial to the Village.

Online Banking Services:

It is essential that the Village have adequate online banking capabilities with a user friendly online customer interface. The Village is asking prospective financial institutions to provide a detailed description of its online services and a list of all capabilities. The following basic services are required:

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Synovus Gateway – Online Banking

Synovus Gateway is designed to simplify treasury management and keep the Village in control of its finances. Synovus Gateway offers digital solutions and tools to save time, reduce risk, and drive efficiency, conveniently and securely.

Synovus Gateway offers a customizable dashboard that provides personalization, management, and centralized control for viewing of accounts(s) and frequently accessed information. Users also can organize and group accounts as desired and use quick action widgets as shortcuts to perform a variety of common tasks quickly.

What Synovus Gateway Does:

- Accounts and Transactions (i.e., balance, check inquiries, ACH and wire inquiries)
- Current day, Previous day reporting and disbursement reporting
- Check Images (standard 18-month archive)
- Perform ACH, Online wires, Internal Transfers, Stop Payments, Positive Pay
- Synovus Gateway Remote Deposit
- Synovus Gateway Mobile Deposit
- Synovus Gateway Bill Pay
- Financial Management Tools
- Statements (standard 24-month archive)
- Robust Alerts
- Quicken and QuickBooks Integration

Mobile Banking

Synovus offers a secure and powerful mobile solution. With the Synovus Gateway mobile app available for iOS and Android, you can perform daily treasury management tasks (stop payments, balance inquiries, paid check status inquiries, controlled disbursement authorization, interim account statements, wires, and ACH) from wherever you choose; plus, whether Synovus Gateway is accessed using a computer, tablet, or mobile phone, the screen size and menu design will adjust automatically.

- Login authentication requires the same login/password. Face ID is also available for authentication with our mobile app.
- MFA prompt secure access code when the user is accessing from a device not recognized.

1. **Reporting:**
   - *Daily balance reporting – summary*
   - *Daily balance reporting – detail (with check detail and images)*
   - *Daily ACH and wire with full addenda information*
   - *Current day reporting*

   Synovus Gateway offers real-time reporting and data. Up to the minute actionable business insights are provided through comprehensive reporting with balance and transaction reporting detail as well as intraday reporting. Standard reports include Company Entitlements, Company Transactions, and a User Activity Report. Additionally, Previous Day and Current Day reporting options are available as optional service elections.

   Synovus Gateway is available 24 hours, 7 days a week. Updated account information is available by 7:30 AM ET the following business day.

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Report Name	Type	Information	Formats
Balance & Activity	Current Day/Previous Day(s)	Account Balance and Transaction Detail	PDF, CSV, BAI2
Cash Position	Previous Day(s)	Detailed Account Balance and Float Position	PDF, CSV, BAI2
ACH Activity	Current Day/ Previous Day(s)	ACH Transaction Detail	PDF, CSV
Wire Activity	Current Day/Previous Day(s)	Interim Wire Transaction Detail of Current Business Day	PDF, CSV
Checks Paid	Current Day/ Previous Day(s)	Paid Check Transaction Detail	PDF, CSV
ZBA Activity	Previous Day(s)	ZBA Transaction Detail	PDF, CSV
User Defined	Current Day/Previous Day(s)	Transaction detail for user selected transaction types	PDF, CSV
ACH Online Originations	Online Banking Activity	All originated online banking ACH transactions	PDF, CSV
Wire Online Originations	Online Banking Activity	All originated online banking Wire Transactions	PDF, CSV
Company Transaction	Online Banking Activity	All originated online banking transactions except ACH and Wire transactions, which are reported separately.	PDF, CSV
User Activity Report	Online Banking Activity	Online Banking Activity of all Company Users	PDF

Our online web portal, Gateway allows users to create and schedule reports to run daily, weekly, or monthly. Once created, users can run on demand and edit the reporting parameters. Email alerts are available to signal users when a particular transaction has occurred. Additionally, alerts can be set up to notify users of important or impending dates such as upcoming travel, business meetings, appointments with clients, etc. The alerts can be delivered in a variety of methods such as SMS text, email, voice, or secure message. There is no cost for each emailed report, it is included in the cost of Synovus Gateway and is part of the reporting package.

2. Execution of Transactions:

- *Transfers between accounts*

  Internal transfers between accounts can be completed through Synovus Gateway.

- *Initiation of wire transfers*

  Initiation of online wire transfers can be completed through Synovus Gateway.

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- *Initiation of stop payment orders*

  The Village can initiate **Stop Payments** online through Synovus Gateway. When a stop payment is completed through Synovus Gateway, confirmation of the stop payment request will be provided. Stop Payments are good for 6 months. Stop payment requests can be made for single checks or for multiple checks at one time. Stop payments can also be made by phone from an authorized person.

  Synovus recommends that the Village initiate **Stop Payments** through our Positive Pay solution. With Positive Pay, checks marked as "void" within your issue file will be returned and will not have an expiration date and will also provide a cost savings.

- *Positive pay actions including time requirements*

  Positive Pay through Gateway allows the Village an automated alert to notify when checks or ACH debit exceptions are presented for payment. Clients can make pay or no-pay decisions on exceptions, view image of checks in question, establish ACH debit rules, analyze reconcilement reports and submit electronic check issued files online. With timely account monitoring and balancing, Positive Pay and Account Reconciliation service options will help clients improve control and cash flow.

  For Check and ACH Positive Pay, if there is a discrepancy with a presented item (posts to account), an exception will be identified. Exceptions are delivered to the Village via Synovus Gateway by 10:00 AM ET each business day. Each "User" who is authorized to make pay/no pay decisions can set up alerts that will notify them when there are exceptions to be decisioned. The Village's pay/no pay decisions must be completed by 2:00 PM ET each day. Synovus Gateway can be accessed using a computer, tablet, or mobile phone to complete positive pay decisions. If a decision is not made on an exception during the decision window, then the default decision of no-pay is applied. Exception items are "next day" decisions.

- *Initiation of ACH transactions; recurring/repetitive/future ACH debit (collection) or credit (direct deposit) transactions*

  ACH Origination including deposit of payroll, vendor payments, federal taxes, and state taxes is offered through our internet banking platform, Synovus Gateway, or through an FTP (File Transfer Protocol) to allow the Village to transmit funds between banks through the Automated Clearing House (ACH) Network. ACH Origination through Synovus Gateway offers PPD, CCD and CTX payment types. With each of these payment types, the Village will have the ability to use templates to import or originate. Synovus follows the rules for posting ACH transactions received and originated from both Nacha and the Federal Reserve. ACH transactions are posted based on the effective date of the item or batch, and when the item was received or originated from the Federal Reserve for posting.

- *Maintenance of wire transfer templates*

  Through Synovus Gateway, the Village will be able to process repetitive and non-repetitive wires electronically/online. The Village's access can be customized by users to include entering and editing wires, releasing wires or approval only. Templates can be used to further customize user

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workflows by entering and prefilling only the information required for their transaction type. The Village can utilize templated stored information to send recurring wires to the same beneficiary, or semi-recurring wires with additional reference information. Individual wires can also be entered easily without the use of a template. Wires can be completed at a branch in person or via Synovus Gateway.

- *Stale-dating of checks*

Stale-dated checks can be reported as a positive pay exception item. The item will be handled as a positive pay exception and delivered to the Villages via Synovus Gateway by 10:00 AM ET.

The Synovus Gateway Administrator will be responsible for setting a stale date for checks. Stale dates can be the same for all accounts or can be specific to each account. The Villages will select a set number of days after which a check is considered stale to set the stale date in the system. The Administrator can change the stale date if needed through Synovus Gateway. If a check is presented after the number of days chosen as a stale date the item will be flagged as an exception, with the reason being stale dated item. The Village can then choose to return the item.

- *Other services such as remote collection, EDI*

Accelerate AR Remote Deposit Capture
Accelerate AR Remote Deposit Capture is a software solution that allows the Village to accelerate your receivables processing via the transmission of check images for deposit, eliminating the need for physical check deposit handling. You can scan checks remotely within their various locations and submit to the bank for deposit into their desired deposit account(s). Accelerate AR RDC allows for additional deposit timing flexibility with extended same-day cut-off times and pending intraday memo credits as well as additional deposit reconciliation and reporting features.

- Make same-day deposits throughout the day and until 7:00 PM ET/6:00 PM CT. Additional deposits can be made after hours for next business day processing.
- Intra-day memo credit upon deposit submission for deposits made before 7:00 PM ET/6:00 PM CT provides additional visibility to deposits.
- Options to create custom data entry fields for reconciliation purposes on an account, item, or batch level based on client preferences.
- Ability to edit allowable deposit issues: control total inaccuracies, inaccurate duplicate readings, misreads on amount and MICR fields.
- Administrative functions for admin users to manage user access to locations and accounts.
- Streamline deposit preparation: reduce trips to the bank, eliminate physical endorsement requirements with virtual endorsements, and safeguard against unbalanced deposits.
- Simplify recordkeeping with an online archive of all scanned images, deposit information and reports.
- Consolidate deposits into a single bank account regardless of the location distance from a branch or ATM.
- Expedites funds availability and improves cash flow with accelerated clearings.

Electronic Data Interchange Service (EDI)
Synovus provides electronic incoming ACH information which will assist in accelerating the posting of collections and helps track funds for more efficient cash forecasting. ACH addenda

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records can be used to add valuable remittance details, such as invoice numbers, reference numbers, discounts, and more.

A file containing EDI information on received ACH transactions can be delivered in two formats and is available the next day, after posting.

- Via Synovus Gateway in PDF format
- Electronic files can be delivered via FTP in a Nacha format

Synovus Accelerate AR - Receivables

Accelerate access to working capital, reduce exceptions, and better manage liquidity with straight-through processing across all payment channels.

WHAT IT IS

An advanced receivables suite that captures payment types and payment information from all enterprise locations. Correspondence and supporting documentation are digitized. Multiple report formats are available for reconciliation.

WHAT IT DOES

Captures and aggregates payments from multiple sources:

- Retail lockbox
- Wholesale lockbox
- ACH payments
- Wire payments
- Remote deposit capture activity
- Online bill pay activity

HIGHLIGHTS

- Receive payments of any type from any source, scaled to any volume.
- Speed cash application.
- Automate processing steps according to business rules.

ORGANIZATIONAL BENEFITS

- Automates payment and exception processing.
- Solves electronic payments challenges.
- Processes payments according to business requirements.
- Scales to facilitate processing from small volumes to millions of transactions per day.
- Improves exception handling.
- Accelerates cash application and research.

The Synovus Accelerate AR suite includes the following options:

Accelerate AR eLockbox

- Consolidates payments, electronically
- Delivers fund and posting data
- Results in fast, straight-through-processing that maximizes AR efficiency

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Accelerate AR Biller

- Enables customers and remitters to quickly and securely view bills and make payments from a web browser or mobile device
- Provides options to select from multiple payment methods, save payment information for next time, or activate recurring payments

Comprehensive Lockbox Services

- Retail Lockbox
- Wholesale Lockbox
- Accelerate AR Console
  - Lockbox Image Archive with seven-year data history and comprehensive reporting capabilities
  - Client Decisioning Module to expedite exception processing

- *Confirmations availability and format*

Gateway Alerts give you the ability to create and customize account-level notifications for balances and transactions. These alerts are handy for everything from event reminders, account status updates or transaction notifications. Also, automatically generated security alerts provide you with multiple layers of fraud protection.

Alert options: Account Alerts, History Alerts, Online Transaction Status Alerts, Reminders and Security Related Alerts. Alerts can be sent to you via email, voice, text, or secure message.

3. Internal Controls:

- *Online cleared check information/images*

Synovus Web Image

Access and manage your digital document and item images in an easy, convenient, and streamlined way.

Receive a monthly file sent directly to the Village's Web Image online dashboard

- Each monthly file includes statements, notices (returns, deposit adjustments, stop payments), and transactional item images.
- Each monthly image file may be accessed for as many years as desired by your organization's retention policy.
- Statements may be downloaded for multiple accounts at once.
- Images of statements or items can be exported into a PDF or printed.
- Multiple account images and/or statements may be exported into a single file.
- Zoom in and out functionality for each file, and images may also be rotated or inverted as needed.
- Print capability for all files.
- Items may be located by account number, date range, serial number, amount, or type (debit or credit)
- Easily navigable full statement displays
- Simple account research and reconciliation

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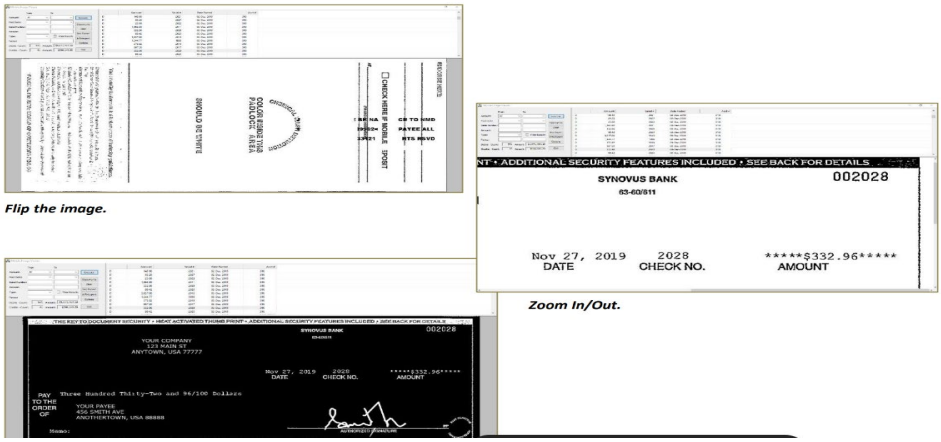
- *Multi-level security administration requirements*

Synovus Gateway Administration

- Synovus Gateway provides robust policy management, user roles and security features that address the need for strong controls. This includes the ability to define user access rights and dual control.
- The Village will designate an administrator for Synovus Gateway at the time of the initial implementation.
- The administrator will create/assign additional users to User Roles. User Roles allow you to define rights and then permit multiple users to a role.
- The administrator can manage each User Role's Transaction Type details by managing limits and other settings. For each transaction type, you can limit the number and dollar amount that a user can approve.
- Login authentication requires the same login/password. Face ID is also available for authentication with our mobile app.
- MFA prompts secure access code when the user is accessing from a device not recognized.
- **Dual control** is required for all transactions when money is being originated (i.e., ACH, Wires). One user will initiate Wire/ACH, and a second individual must approve. **Symantec Soft Tokens** are also required for ACH and Wire originators. Soft tokens provide you with a one-time use number to initiate transactions securely. Authorization in Synovus Gateway is implemented through services, roles, and entitlements. Only users with access to a service with specific roles are permitted to use a feature on the accounts they are entitled to.
- **Customize user limits and templates.** Access can be customized by the user to include entering and editing wires, release wires or approval only. Templates can be used to further customize user workflows by entering and prefilling only the information required for their transactiontype.
- Alerts are customized by users.

- *Positive pay reports (including imaging of exception items)*



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- *Training of Village's system administrator for managing access Further questions or financial institutions on online banking services:*

  Our dedicated onboarding team provides quality technical training and assistance (software, internet portal access and financial system access). We take pride in providing technical training in an efficient and simplified manner, taking into consideration Village's employees' time and availability. Our dedicated technical support team is available during and after implementation is complete.

  During the onboarding process we can provide virtual training (via Teams) where our dedicated onboarder walks your team through the Synovus Gateway Banking portal and the associated treasury services.

  In addition, Synovus offers links to user guides and training materials that our clients can access through our website.

4. How can banking data be interfaced or integrated with Enterprise ERP? Will support for data interfacing/integration be available under the contract?

At Synovus, we actively partner with clients to facilitate ERP interfacing during the onboarding process. Our dedicated team is committed to coordinating during the bank transitions, implementations, and upgrades.

File Transfer Services Overview

File transfer is a process of securely moving files of information and data from one computer system to another over a network or internet connection. It enables sharing, transferring, or transmitting a file between different users and/or computers both locally and remotely. File transfer facilities the communication between bank and customer for many of our treasury management products.

Synovus offers business customers multiple options to receive their balance reporting activity via a single, consolidated report for all accounts. If a customer requires an industry standard file format a BAI format will suit their needs.

- If a customer requires a customized output, Synovus One View can be used to create a .CSV or .TXT file for their activity.
- If the customer provides Synovus with their system specifications, we can duplicate the format as long as the data is available. The Bank Administration Institute (BAI) is the National standard file format used by banks to transfer account data.

This service allows Synovus to deliver financial information to customers automatically via FTP or the customers can export a BAI file through Gateway. The BAI format establishes a common file layout and allows customers the ability to import their file into their account management application, if compatible. The daily file provides extensive information about the business account: account status (ledger, available balances, and float position), activity summary (total credits, total debits) and transaction credit and debit details.

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Features and Benefits

- Simplify the account reconcilement process. You can consolidate balance and transactional information from all your accounts into one electronic file.
- Concentrate daily transactional and balance information from multiple accounts and locations. This consolidated electronic file allows easy management of your cash positioning and enables you to make payments, reduce debt and invest your excess cash more effectively.
- Benefit from up-to-minute information reporting. You can receive reports by company, division and individual location. In addition to standard BAI formatting. In addition to standard BAI formatting, Synovus One View can accommodate special file formatting to include fixed length text or CSV formatting.
- Saves time by reducing data entry errors and increases productivity by eliminating data re-keying
- Allows you to receive detailed financial data early in the business day.
- Eliminate paper reports and manual reconciliation.
- Leverage your excess funds to increase investment opportunities or reduce borrowing.

5. How and when will training be provided for on-line services?

Our dedicated onboarding team provides quality technical training and assistance (software, internet portal access and financial system access). We take pride in providing technical training in an efficient and simplified manner, taking into consideration Village's employees' time and availability. Our dedicated technical support team is available during and after implementation is complete.

During the onboarding process we can provide virtual training (via Teams) where our dedicated onboarder walks your team through the Synovus Gateway Banking portal and the associated treasury services.

In addition, Synovus offers links to user guides and training materials that our clients can access through our website.

Wire Transfers:

The Village intends to be able to pay and receive wire funds from certain entities when appropriate. Please provide information on the following services:

- *Policy on daylight overdrafts, including aggregation of accounts and wire deadlines*

When the occurrence is a daylight overdraft, a temporary overdraft in an individual account resulting from payments made during business hours before incoming funds are received. The Village's daily review of the account will allow you to see if your account is in a daylight OD position. Contacting Jerret Bess will allow for quick resolution. Synovus does require transfer of funds, proof of wire, or check deposit for all checks to be paid.

Wire Cut-off Times	
Wire Outgoing Domestic – Online (Gateway)	5:00 PM ET
Wire Outgoing Domestic – In Person at Branch	5:00 PM ET
Wire Outgoing International – Online (Gateway)	4:00 PM ET
Wire Incoming	6:00 PM ET

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- *Ability to initiate and monitor wire transfers online*
- *Ability to create and store recurring wire instructions/templates*
- *Ability to create and store future-dated wire instructions*

Through Synovus Gateway, the Board will be able to process repetitive and non-repetitive wires electronically/online. The Village's access can be customized by user to include entering and editing wires, release wires or approval only. Templates can be used to further customize user workflows by entering and prefilling only the information required for their transaction type. The Village can utilize templated stored information to send recurring wires to the same beneficiary, or semi-recurring wires with additional reference information. Individual wires can also be entered easily without the use of a template. Wires can be completed at a branch in person or via Synovus Gateway.

Wire Confirmations

Incoming and outgoing wire confirmations are pushed through Synovus Gateway automatically as soon as the wire is processed. It is recommended that users are set up to receive email confirmations/alerts when wires are processed. Synovus also has reporting available within Synovus Gateway that displays full details of transactions that take place on the wire transfer system.

ACH and Wire Templates

The customer can create ACH and Wire templates to automate routine payments. Templates help you to reduce error rates, delegate tasks, and control regular payments.

You can create a template and assign it to another user. You can also control how that user can access, use, and change the template. Depending on the user's rights, that user can do some or all the following:

- Create a payment from the template and change only the date, amount, and description.
- Create a payment from the template and change any field.
- Edit the template and save the changes for all users.

- *Security measures for wire initiation and approval*

Wire and ACH Security

- **Dual control** is required for all transactions when money is being originated (i.e., ACH, Wires). One user will initiate the Wire/ACH, and a second individual must approve. **Symantec Soft Tokens** are also required for ACH and Wire originators. Soft tokens provide you with a one-time use number to initiate transactions securely. Authorization in Synovus Gateway is implemented through services, roles, and entitlements. Only users with access to a service with specific roles are permitted to use a feature on the accounts they are entitled to.
- **Customize user limits and templates.** Access can be customized by the user to include entering and editing wires, release wires or approval only. Templates can be used to further customize user workflows by entering and prefilling only the information required for their transactiontype.
- Alerts are customized by users.

ACH Services:

Currently the Village sends minimal ACHs. The intention is to pay recurring and regular disbursements by ACH. Since the Village utilizes ADP for payroll services, there will be two ACH disbursements to ADP for each

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payroll. The Village will receive payment by ACH regularly from federal, state, and county governments. The Village anticipates a significant increase in ACH disbursements and a slight increase in ACH disbursements received from the numbers provided in 2(A) Village Financials of this RFP. The prospective financial institution must be both a sending and receiving bank of the National Automated Clearing House Association. Please provide information on the following services:

- *Method by which the Village can submit ACH files or initiate ACH via bank software*

  ACH Origination including deposit of payroll, vendor payments, federal taxes, and state taxes is offered through our internet banking platform, Synovus Gateway, or through an FTP (File Transfer Protocol) to allow the Village to transmit funds between banks through the Automated Clearing House (ACH) Network. ACH Origination through Synovus Gateway offers PPD, CCD and CTX payment types. With each of these payment types, the Village will have the ability to use templates to import or originate. Synovus follows the rules for posting ACH transactions received and originated from both Nacha and the Federal Reserve. ACH transactions are posted based on the effective date of the item or batch, and when the item was received or originated from the Federal Reserve for posting.

  ACH transactions received and originated from both Nacha and the Federal Reserve. ACH transactions are posted based on the effective date of the item or batch, and when the item was received or originated from the Federal Reserve for posting.

  Synovus offers three primary methods for customers to initiate ACH transactions:
  - Gateway (online banking): Offering optional ACH templates, setting, and maintaining ACH recipient information, and the flexibility to manually enter or upload from file. File formats include a 5 column CSV, customer custom map, or Nacha. Transactions require a two-user process for entry and then release.
  - Gateway supports a file Pass Thru option which supports the upload of a full Nacha formatted file along with the security of a two-user upload and release.
  - Direct file transmission (Direct Send) which connects the customer system of record generated Nacha file directly with Synovus ACH payment processing. Once this option is set up, the process is 'hands-free' for our customer.

  Synovus is a Direct Member of NACHA and is recognized as one of the top 50 ACH Originators by Nacha.

- *Pre-notification policy and cost*

  A **prenote** is an ACH transaction containing zero amounts, which is designed to test the ACH process and check proper account setup before a live transaction is sent. The purpose of a prenote is to verify account information which will help keep your ACH return rate low. Prenotes are optional for you to send. However, if sent, prenote rules must be followed. A prenote must precede the first live entry by at least three banking days. The Receiving Bank is not required to validate the name of the payee on the prenote, although many do; they are only required to check the account number. There is no additional cost for a prenote.

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- *Re-presentment of checks through ACH on a targeted date*

Enhanced Return Check Option – checXchange
Synovus also offers an additional check recovery service at **no cost**. Our check recovery service offers a full collection of returned paper checks, including electronic re-presentment. This benefit is provided by Money Transfer Systems, Inc., through is **checXchange™** service.

Increase Collections Without Spending Time or Money
- Recover 100% of the face value of returned checks. All checks successfully collected through **checXchange** will be reimbursed to the Village at 100% of their face value, with no fee or commission.
- Collect funds faster – Using the Automated Clearing House (ACH), re-presented check entries (RCK) clear three to four days sooner than paper items.
- Access images of original deposited items and returned items.

How it Works
- Checks not exceeding $2,500 that are returned for NSF or uncollected funds qualify for electronic collection. These checks are automatically converted into electronic entries (RCK) and are routed through the ACH network for collection. They are electronically re-presented up to two times.
- Items over $2,500 or business-to-business checks cannot be collected through the electronic process. They are converted into a one-time paper draft to be re-presented.
- Transactions are timed for re-presentment when the check writer is most likely to have funds (e.g., on the first of the month).
- Collected funds are automatically deposited into your account on a weekly basis.
- The State Allowable Returned Check Collection Fee is debited from the check writer's account
- Access to an electronic return report for all items that are collected with checXchange services.

- *Security measures for ACH initiation/origination and ACH reception*

Wire and ACH Security
- **Dual control** is required for all transactions when money is being originated (i.e., ACH, Wires). One user will initiate the Wire/ACH, and a second individual must approve. **Symantec Soft Tokens** are also required for ACH and Wire originators. Soft tokens provide you with a one-time use number to initiate transactions securely. Authorization in Synovus Gateway is implemented through services, roles, and entitlements. Only users with access to a service with specific roles are permitted to use a feature on the accounts they are entitled to.
- **Customize user limits and templates.** Access can be customized by the user to include entering and editing wires, release wires or approval only. Templates can be used to further customize user workflows by entering and prefilling only the information required for their transactiontype.
- Alerts are customized by users.

Positive Pay Services:

Please provide information on the following services:
- *Positive pay services and verification items*
- *Sample report from financial institution*
- *Data update schedules*

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- *Data transmission methods and time windows*
- *Control options – notification default*
- *Internet/online access (including technical capabilities and system requirements) Further questions for financial institutions on positive pay services:*

1. *How can positive pay data be interfaced or integrated with Enterprise ERP?*

Positive Pay Fraud Protection

Synovus offers a robust Positive Pay service through our Synovus Gateway platform. Listed below are the solutions we offer:

- **Positive Pay** allows you to stop any unauthorized payments before checks are paid. Before releasing checks to payees, you send us an issue file of those checks. We then compare checks received to this issue file daily. You will be alerted on any unmatched items are presented for their review and a "pay/no pay" decision.
- **Payee Positive Pay** gives an even higher level of fraud protection by requiring the payee's name to be included in the issue file. If we receive any checks that are not in the issue file or do not match data in the file, we present them to you for "pay/no pay" decisions. This service extends to the teller line, preventing checks from being cashed in Synovus banking centers.
- **Reverse Positive Pay** allows you to review all prior day checks that were presented for payment. It eliminates the requirement of a check issue file. If any of these presented checks do not match your issued checks, you can investigate further by viewing an image of the check. You can then elect to pay or return the check.
- **ACH Positive Pay** compares electronic transactions against previously authorized payments (payment rules). ACH transactions the Village authorizes in advance are processed normally. Transactions the Village did not authorize will be blocked and displayed through Synovus Gateway, Positive Pay. Through Synovus Gateway, the Village will decide to pay/no pay the items.

Positive Pay Process and Time Windows

For Check and ACH Positive Pay, if there is a discrepancy with a presented item (posts to account), an exception will be identified. Exceptions are delivered to the Village via Synovus Gateway by 10:00 AM ET each business day. Each "User" who is authorized to make pay/no pay decisions can set up alerts that will notify them when there are exceptions to be decisioned. The Village's pay/no pay decisions must be completed by 2:00 PM ET each day. Synovus Gateway can be accessed using a computer, tablet, or mobile phone to complete positive pay decisions. If a decision is not made on an exception during the decision window, then the default decision of no-pay is applied. Exception items are "next day" decisions.

Positive Pay file options are:

- Manual Entry – The Village manually enters one check at a time through the online banking portal.
- File Import – The Village creates a file from their ERP, saves it to their desktop, and uploads it into the online banking portal.
- FTP (File Transfer Protocol) – The Village uses a secure file transfer process to automatically upload check issue file information to Synovus.

We accept issue files 24 hours a day, 7 days a week. Items must be uploaded to Synovus by 8:00 AM ET each business day to be included in the Positive Pay match for that day. There is no limit to the number of files uploaded per day or the number of items uploaded.

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- **ACH Block** will help protect the Village's account(s) against unauthorized electronic debits. With ACH Block ALL ACH debits are blocked and will not post to the account(s) entitled with this service. If any ACH transactions are present on the account(s) they will be returned automatically.

- **Check Block** offers accounts with no check activity to be designated as "Post no Checks" as an additional layer of fraud protection. Any checks that are presented on the account(s) will be returned automatically.

Remote Deposit Services:

Please provide information on the following services:

- *Scanning equipment (lease options), software, transfer procedures, batching, and security*
- *Portal entry or stand-alone service*
- *Deadlines for same day credit of deposits*
- *Document retention policy for checks converted to ACH or processed via remote deposit capture*
- *Liability for fraudulent deposit items*

Accelerate AR Remote Deposit Capture

Accelerate AR Remote Deposit Capture is a software solution that allows the Village to accelerate your receivables processing via the transmission of check images for deposit, eliminating the need for physical check deposit handling. You can scan checks remotely within their various locations and submit to the bank for deposit into their desired deposit account(s). Accelerate AR RDC allows for additional deposit timing flexibility with extended same-day cut-off times and pending intraday memo credits as well as additional deposit reconciliation and reporting features.

- Make same-day deposits throughout the day and until 7:00 PM ET/6:00 PM CT. Additional deposits can be made after hours for next business day processing.
- Intra-day memo credit upon deposit submission for deposits made before 7:00 PM ET/6:00 PM CT provides additional visibility to deposits.
- Options to create custom data entry fields for reconciliation purposes on an account, item, or batch level based on client preferences.
- Ability to edit allowable deposit issues: control total inaccuracies, inaccurate duplicate readings, misreads on amount and MICR fields.
- Administrative functions for admin users to manage user access to locations and accounts.
- Streamline deposit preparation: reduce trips to the bank, eliminate physical endorsement requirements with virtual endorsements, and safeguard against unbalanced deposits.
- Simplify recordkeeping with an online archive of all scanned images, deposit information and reports.
- Consolidate deposits into a single bank account regardless of the location distance from a branch or ATM.
- Expedites funds availability and improves cash flow with accelerated clearings.

The Village shall retain the Check for a minimum of forty-five (45) days from the date that you receive confirmation of receipt by Synovus, use commercially reasonable security methods to securely store the Checks and all banking information related thereto, and limit access thereto to authorized personnel.

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Limitation of Liability. In addition to, and not in lieu of, the limitations of liability set forth in Synovus' Master Services Agreement or disclaimer in this RDC Addendum you further agree that you shall remain liable for and that we shall not be accountable to you for any Check that is not received by us or is intercepted or altered by an unauthorized third party. You agree that we shall have no obligation to accept a Check and therefore may reject any Check you submit. We have no obligation to notify you of the rejection of any Check but will make reasonable efforts to do so. We shall have no liability to you for rejection of any Check or for failure to notify you of a rejection. We are not responsible for detecting any errors contained in any Checks created by you and transmitted to us. We are not responsible for examining the Checks to verify any data or dates and will disregard any restrictive notation of any kind. Upon receipt of the Checks, we may examine the Checks to ensure that you have followed the Service Procedures. If you have not followed the Service Procedures or if errors exist in the Check or data contained in the Check, we may, in our sole discretion, reject and not accept the Check or elect to accept and process the Check. We may, at our option and solely for our benefit, also perform a risk management analysis of Checks to detect potentially fraudulent checks and/or check for viruses and malware, and, in our sole discretion, reject any Check or file.

Purchasing Card:

Please provide information on the following services:

- *Online card management processes: new card issuance, deletion, replacing, modifying, etc.*

APSolutions Technology Platform
Is our Web Based Technology Platform that Provides Online Access for Card Program Administration, Card Issuance, Back Office Automation, Virtual Cards, Vendor Payments, Reporting, ERP/Accounting Software Integration and an integrated Expense Management Solution

To help our clients maximize cost savings and streamline cost allocation, Synovus provides our APSolutions Technology to integrate and allocate card accounting data into various accounting systems. The integration of card transaction data into the general ledger is an important part of any expense management program. Synovus can provide a process that gives organizations the ability to allocate charges to specific departments and accounts and allows your organization to monitor and report on spending activity.

Under the Synovus Commercial Card program, the transaction data we collect can be delivered to help streamline and automate the general ledger mapping. Card transaction information is loaded daily into the APSolutions Technology tool and can be accessed quickly to efficiently track and process expenses. Daily unbilled information can be reconciled before a billing cycle close. Your organization's chart of accounts can be loaded into our technology to validate information that is inputted.

Front End Data Capture – Synovus can capture hard coded accounting information embedded in the card number's profile.

Automate your accounts payable process - Without changing your day-to-day accounts payable operation's you can significantly reduce costs by reducing the # of checks and utilizing electronic payments.

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Improve spending oversight - With real-time control of vendor payments, you can achieve better control of cash flow. Secure electronic payments comply with your company's business rules while reducing the risk of fraud.

Enhance your vendor's posting process - You can provide customized reporting to simplify vendor analysis.

Automated Allocation – Synovus' data mapping technology can be employed to translate per transaction information captured to map the transactions to the appropriate chart of accounts.

The Tool captures detailed transaction information for viewing, editing and cost allocation. It will provide your organization with customized reports and an opportunity for improved vendor analysis. The tool provides instant information on purchasing patterns, allowing staff to target suppliers and goods for special attention and support negotiations of volume discount. Each reporting object is interactive and dynamic, with drill-down capabilities, allowing your organization to analyze, review and monitor all aspects of the card program. Synovus' card management platform works to interface with most accounting/ERP systems. Our platform facilitates the automation process and the upload of transactional data that is passed from the card network.

This data is reportable and can be configured. No additional software is typically needed for interfacing. Data can be delivered by multiple methods into an ERP platform from APSolutions.

Robust Reporting – Reports can be created by your organization on the card management platform, APSolutions. These reports can be edited and updated as needed by the program administrators and any other users that are granted report specific privileges. The reports can be saved and executed on demand. Reports can also be scheduled to run at a given time and emailed to the appropriate personnel or delivered via an FTP site.

Expense Reporting Solution - our APSolutions Platform, has an included Expense Reporting module. Your GL/Chart of Accounts can be loaded, and this solution supports customized approval/workflows to make expense reporting an automated end to end process-with very limited keying in of data by your employees; provides your organization control and spend transparency. Assists in identifying non-compliant or fraudulent spending. Cardholders can easily attach their receipt images into the expense tool- simply by taking a picture or they can upload the image. Receipts can be attached at the transaction level, at the statement level, or at the envelope level.

Our Expense Management Solution can be set up for either manual intervention (for example, adding in the names, titles, and company name, of who you took out for a business meal or entertainment) or automatic coding. Our transaction coding fields can be set up to match your chart of accounts with up to 20 fields (e.g., General Ledger Codes, Cost Center, Job Number, etc.) and they can be titled to match your system.

Synovus has various resources to support our technology and provide training, and reconfiguration of our card program. The card program can be fully managed by our online platform, APSolutions. To help our clients maximize cost savings and streamline costs allocation, Synovus provides our APSolutions technology to integrate and allocate card accounting data into various accounting systems, as well as support card management (card issuance/ cancellation, change of limit). The Program administrator(s) will also have access to call the APSolutions support line for support and

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assistance with the platform. Additional training or account troubleshooting can occur as needed for Program Administrators over a virtual meeting platform.

- *Settlement terms/billing cycle options*

The Corporate billing statement is accessed via APSolutions Technology platform. All information can be accessed 24/7/365 to reconcile transactions for both billed and unbilled submitted transactions. The Village can set up pre-defined program management alerts to automatically send statements and reporting via email. The Synovus team will work with you during implementation to design the program features to complement the billing and reporting reconciliation needs.

- *Payment options including online payment options*

Payment is made electronically from your Synovus bank account. Payments can be direct debited on the invoice due date or payment facilitated/pushed by you on the due date.

- *Card control and usage restriction options*

Flexible Spending Controls and Restrictions can be Established for your Purchasing Card Program, such as:

- Cardholder level restrictions.
- Department level restrictions.
- Merchant Category Code (MCC) restrictions – this provides the capacity to include or exclude MCC or group MCC's in cardholder profile.
- Monthly spending limit – a dollar limit for the sum of transactions and/or authorizations that can occur in a single month. This limit refreshes monthly.
- Dollar transaction limit – a dollar transaction limit determines the maximum dollar limit for a single transaction.
- Account spending limit – an account-spending limit determines the monthly purchase limit per account.
- Velocity transaction limit – a velocity transaction limit determines the criteria for the maximum number of transactions allowable within a defined timeframe.
- A dollar velocity transaction limit can also be established to allow no more than x dollars in y days.
- Dollar limits by Merchant Category Code – specific dollar limits for purchases can be established by MCC or group of MCC codes.
- Temporary control limits for designated timeframe.
- Cash access and limits.
- Merchant ID Blocking.

- *Information reporting capabilities*

Robust Reporting – Reports can be created by your organization on the card management platform, APSolutions. These reports can be edited and updated as needed by the program administrators and any other users that are granted report specific privileges. The reports can be saved and executed on demand. Reports can also be scheduled to run at a given time and emailed to the appropriate personnel or delivered via an FTP site.

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Expense Reporting Solution - our APSolutions Platform, has an included Expense Reporting module. Your GL/Chart of Accounts can be loaded, and this solution supports customized approval/workflows to make expense reporting an automated end to end process-with very limited keying in of data by your employees; provides your organization control and spend transparency. Assists in identifying non-compliant or fraudulent spending. Cardholders can easily attach their receipt images into the expense tool- simply by taking a picture or they can upload the image. Receipts can be attached at the transaction level, at the statement level, or at the envelope level.

- *Technical capabilities*

  Please see the above section that outlines our APSolutions Technology Platform.

- *Security Features*

  Synovus consistently monitors and mitigates information security risks that includes comprehensive policies and standards on information security and privacy, frequent reporting to our executives, external regulators, internal and external auditors, and strong authentication mechanisms for all authorizations and effective security incident management processes.

- *Fraud Policy*

  Synovus provides marketing leading fraud controls and unauthorized activity verification. Once unauthorized activity is identified, alerts and notifications can be generated in real time to notify the designated parties for the Village of Estero. Activity can then be verified, and the hold is removed. If unauthorized activity is present, the existing card will be fully canceled, and a new card (new account) number will be issued.

  Our Consultative, Proactive Approach to implementation, customer service and on-going account management will deliver financial savings, many areas of your business including process improvements to reduce buying/reconciliation cycle-time, fraud mitigation processes, providing for business expense management needs, automating manual processes and improved relationships with suppliers.

- *Cash back or rewards program*

  Synovus can provide a potential annual rebate to your organization, when your card spend reaches $1MM in net annual charge volume.

Stop Payment Services:

Please provide information on the following services:
- *Online stop payment services (initiation and renewal)*
- *Confirmation requirements*
- *Duration of a stop payment and renewal processing options*

The Village can initiate **Stop Payments** online through Synovus Gateway. When a stop payment is completed through Synovus Gateway, confirmation of the stop payment request will be provided.

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Stop Payments are good for 6 months. Stop payment requests can be made for single checks or for multiple checks at one time.

Synovus recommends that the Village initiate **Stop Payments** through our Positive Pay solution. With Positive Pay, checks marked as "void" within your issue file will be returned and will not have an expiration date and will also provide a cost savings.

Line of Credit:

The Village is seeking a revolving line of credit to provide interim financing for capital projects. The line of credit will be repaid from various revenue sources potentially including grant funds. Please provide information on the following:

Synovus generally feels confident in our willingness to issue a $10 million line of credit. However, it is recommended this be negotiated and finalized outside of the Banking RFP proposal as this requires formal credit approval. **An example of our draft term sheet is included as Exhibit B.**

1) *The amount of the line of credit, the Village is seeking a line of credit not to exceed $10 million.*

   Understood.

2) *The final maturity date, the Village would prefer as long a term as possible.*

   Our Lines of Credit Typically have 2-year maturities, renewed for an additional 2-years at each maturity.

3) *The proposed structure, the Village is seeking a not to exceed $10 million variable rate line of credit which may be drawn down, repaid in whole or in part, and drawn again at the option of the Village from time to time.*

   Understood. Synovus regularly issues Revolving Lines of Credit to our Government Clients.

4) *The proposed rate, provide the formula and benchmark index by which the variable rate on the loan will be set.*

   a) A final rate would need to be negotiated outside of the Banking RFP. However, as an estimate, Synovus would anticipate an approximate variable rate equivalent to the 1-month SOFR plus 3.29% (indicative rate of 7.61%)

5) *Variable rate provisions, indicate any type of "unutilized commitment fee" or when the variable rate is adjusted.*

   a) The Index and spread shall be fixed for the term on the Facility. However, SOFR is an overnight index, meaning it fluctuates daily.
   b) Synovus would apply a commitment fee paid at each renewal equal to 25bps.

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6) *Prepayment option, the Village requires the line of credit may be repaid in whole or in part without any penalty.*

Understood. No prepayment penalty shall apply

7) *Bank origination or upfront fees, specify any fees.*

The only fee shall be the Commitment fee as described in line 5.

8) *Bank expenses, specify any expenses the respondent would expect to be reimbursed.*

Synovus would require the Village to pay for legal fees (bond consel review) related to the closing / renewal of the subject Line of Credit. These typically cost ~$6,000 on this size of transaction.

The information above is an estimate of what Synovus generally believes we can provide to the Village. This is not a formal commitment to extend credit. Please refer to **Exhibit B** for a more comprehensive view of what our Term Sheet would look like.

Exhibit B

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Government Banking Solutions

This is a draft Term Sheet provided for conversation purposes and not a formal commitment to lend. The terms and conditions below are provided to illustrate what a potential financing agreement with Synovus would look like.

May __, 2025

Village of Estero, FL
Steve Gillette, Procurement Manager
9401 Corkscrew Palms Circle
Estero, Fl 33928

RE: Capital Improvements Revolving Line of Credit

Synovus Bank ("Bank") is pleased to consider a financing arrangement for the Village of Estero, FL (the "Village") the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit Facility is subject to other terms and conditions for similar transactions.

Borrower: Village of Estero, FL (the "Village")

Facility: Revolving Line of Credit

Amount: $10,000,000 (not to exceed)

Purpose: The proceeds of the Facility shall be used to provide interim financing of capital projects and to pay the costs of issuance related to the RLOC.

Term: The term of the Facility shall not exceed 2-years from the date of closing. The RLOC may be renewed at each maturity and the balance carried forward, if mutually agreed upon.

Collateral: Synovus Bank shall have a pledge of a specific stream of revenues as agreed upon at a later date.

Repayment: The Village shall make monthly interest payments with all outstanding principal due upon maturity, unless renewed.

Interest Rate: The interest rate shall be variable and indexed to 1-Month SOFR + 3.29% (indicative rate of 7.61%)

Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Daily Secured Overnight Financing Rate (SOFR) Data is published daily by the New York Federal Reserve (https://www.newyorkfed.org/markets/reference-rates/sofr

Exhibit B

Pre-payment: The Village may prepay and redeem the Facility, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Facility to be repaid, together with the unpaid interest accrued on the amount of principal.

Fees: **Commitment Fee: 25bps ($25,000)**

Legal Fee: The Village's counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Village shall agree to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Facility. Legal costs are estimated at ~$6,500. The Bank's legal counsel for the proposed transaction will be Greenspoon Marder Law.

Affirmative Covenants: For so long as any of the principal amount of or interest on the proposed Facility is outstanding or any duty or obligation of the Village contemplated under the proposed Facility remains unpaid or unperformed, the Village covenants to the Bank as follows:

a) the Village shall pay the principal of and interest on the proposed Facility at the time and place and in the manner provided in the Note,
b) The Village shall not be modified or terminated until the Note is repaid in full.
c) the Village shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Village of all relevant facts and the action being taken by the Village with respect thereto,
d) the Village agrees that any and all records of the Village related to the project shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Village,
e) the Village will take all reasonable legal action within its control in order to maintain its existence as a political subdivision of the State, and shall not voluntarily dissolve,
f) the Village shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of an amount limited to $1,000,000 or greater that could reasonably be expected to have a material and adverse effect upon the financial condition of the Villageor upon the ability of the Village to perform its obligation under the proposed Note,
g) the Village shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Villages and shall upon request of the Bank, provide evidence of such coverage to the Bank,
h) the Village is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
i) books and records of the Village shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.

Exhibit B

Financial Reporting

The Village will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2023, and shall furnish such financial audit to the Bank within 270 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits. In addition, the Village shall adopt an annual budget as required by law and shall provide the Bank with a copy for each fiscal year not later than 45 days after the commencement thereof.

Events of Default:

An "Event of Default" shall be deemed to have occurred under this Loan Document if:

a) the Village shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank, or otherwise; or
b) the Village shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Village by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
c) any representation or warranty made in writing by or on behalf of the Village in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
d) the Village admits in writing its inability to pay its debts generally as they become due or files a petition in Bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
e) the Village is adjudged insolvent by a court of competent jurisdiction , or it is adjudged a Bankrupt on a petition in Bankruptcy filed by or against the Village, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Village, a receiver or trustee of the Villageor of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
f) the Village shall file a petition or answer seeking reorganization or any arrangement under the federal Bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
g) the Village shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank; or
h) a judgment or order shall be rendered against the Village for the payment of money in excess of $1,000,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Default Rate:

The “default rate of interest” shall be the lesser of five percentage points in excess of the Bank's Prime Rate of interest charged at the time of the Monetary Default or the maximum legal interest rate. The default rate of interest shall only apply for interest

Exhibit B

during the period between when the Monetary Default occurs and when it is cured by the Village.

Interest Rate Adjustments: In the event the interest on the Loans become subject to federal income tax in any period **due to action or inactions of the Village**, the interest rate will convert to the taxable rate during that period. The taxable rate will be calculated by dividing the then current non-Bank qualified tax-exempt rate by 1 minus the effective federal tax rate. In addition, the Village shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

Conditions of Lending: The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

a) Documents are and shall be true and correct to the best of the Village's knowledge at the time of closing.

b) On the closing date the Village shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank): (i) the opinion of counsel and/or bond counsel to the Village, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the Village's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and Assessment Resolutions and the due creation and existence of the Village and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.

d) No material and adverse changes shall have occurred in the financial condition of the Village.

e) The Bank shall not be required to enter the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

f) As long as the Bank retains 51% or more of the outstanding Note, the Village shall maintain full deposit relationship, treasury, and cash management

Exhibit B

services with the Bank. Bank agrees to a treasury review on an annual basis to ensure agreed upon pricing remains in line with current market pricing. In the event the Bank is unwilling or unable to match market pricing, the Village is entitled to use other Financial Institutions for these services.

Waiver of Jury Trial The Village and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any loan document executed in connection herewith or any other matter arising from the relationship between Bank and Village.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate to contact me at the numbers below.

Respectfully,

Jerret Bess
Government Banking
VP, Government Solutions Relationship Manager
O: 239-302-1155
C: 239-405-9414
JerretBess@Synovus.com

Agreed to and accepted this _____ day of _____, 2025.

BORROWER: Village of Estero, FL

Signature: _____

Name: _____

Title: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Synovus Bank

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1111 Bay Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Columbus, Ga 31901

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 8 – 0 2 0 1 8 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Jennifer S Hurst Date ▶ 5.30.2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2025

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

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

PRODUCER
CAC Specialty
320 Fillmore Street, Suite 200
Denver, CO 80206

www.cacgroup.com

CONTACT NAME: Elizabeth Orfila
PHONE (A/C, No, Ext): 310-489-8305 FAX (A/C, No):
E-MAIL ADDRESS: elizabeth.orfila@cacgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Guarantee and Liability Ins Co	26247
INSURER B : American Zurich Insurance Company	40142
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Synovus Financial Corp.
PO Box 120
Columbus GA 31902

COVERAGES **CERTIFICATE NUMBER:** 85048121 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	✓ COMMERCIAL GENERAL LIABILITY			GLA6539128-02	4/1/2025	4/1/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT ✓ LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			GLA6539128-02	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY / ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	✓ Hired Phy Dmg						Hired Deductible	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N / A		WC6585129-02	4/1/2025	4/1/2026	✓ PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

The Village of Estero, and its officers, officials and employees, are to be covered as an additional insured with respect to liability arising out of the "work" or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations. Policy is primary and non-contributory. Waiver of Subrogation applies.

CERTIFICATE HOLDER

Village of Estero
Procurement Office
9401 Corkscrew Palms Circle
Estero FL 33928

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Grantland Rice IV

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

85048121 | SYNOFIN-01 | 25-26 - Mstr Cert - GL,AL,UM,WC | Excl:XS | Elizabeth Orfila | 4/29/2025 7:13:58 PM (MDT) | Page 1 of 1
This certificate cancels and supersedes ALL previously issued certificates.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/29/2025

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

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

PRODUCER
CAC Specialty
320 Fillmore Street, Suite 200
Denver, CO 80206

www.cacgroup.com

CONTACT NAME: Elizabeth Orfila
PHONE (A/C, No, Ext): 310-489-8305 **FAX (A/C, No):**
E-MAIL ADDRESS: elizabeth.orfila@cacgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Company	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Synovus Financial Corp.
PO Box 120
Columbus GA 31902

COVERAGES **CERTIFICATE NUMBER:** 85048130 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Executive Risk Blended Package Policy			ELU199833-24	9/30/2024	9/30/2025	Limit: $15,000,000	

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

Evidence of Cyber Liability and Professional Liability

CERTIFICATE HOLDER

Village of Estero
Procurement Office
9401 Corkscrew Palms Circle
Estero FL 33928

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Grantland Rice IV

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85048130 | SYNOFIN-01 | 24-25 E&O - $25M | Excl:OT2 | Elizabeth Orfila | 4/29/2025 7:23:35 PM (MDT) | Page 1 of 1
This certificate cancels and supersedes ALL previously issued certificates.

NON-COLLUSION AFFIDAVIT

STATE OF Tennessee
COUNTY Hamilton

Jerret Bess, being duly sworn, deposes and says that:

(1) He/she is VP, Relationship Manager (Title) of Synovus Bank (Firm/Company), the Proposer that has submitted the attached Bid/Proposal.
(2) He/she is fully informed respecting the preparation and contents of the attached Bid/ Proposal and of all pertinent circumstances respecting such Bid/ Proposal.
(3) Such Proposal is genuine and is not a collusive or sham Bid/Proposal.
(4) Neither the said Bidder/Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Bidder/Proposer, firm or person, to submit a collusive or sham Bid/Proposal in connection with the Agreement for which the attached Bid/Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Bidder/Proposer, firm or person to fix the price or prices in the attached Bid/Proposal or of any other Bidder/Proposer, or to fix any overhead, profit or cost element of the Bid/Proposal price or the Bid/Proposal price of any other Bidder/Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the Village or any person interested in the proposed Agreement.
(5) The price or prices submitted in the attached Bid/Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Bidder/Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) _____
VP, Relationship Manager
(Title)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28th April 25 by Jerret Bess, who is personally known to me or who has produced personally known as identification and who did (did not) take an oath.

Andrea Lander (Signature of Notary Public)

Andrea Lander (Name of Notary, typed, printed or stamped)

(Serial Number)

(Notary's Seal) ANDREA LANDER STATE OF TENNESSEE NOTARY PUBLIC HAMILTON COUNTY

My Commission Expires August 9, 2027

LOBBYING AFFIDAVIT

STATE OF Tennessee
COUNTY OF Hamilton

Jerret Bess being first duly sworn, deposes and says that he or she is the (sole owner) (general partner) (joint venture partner) (president) (secretary) or (authorized representative) (circle one) of Synovus Bank (Bidder/Proposer), maker of the attached bid/proposal and that neither the Bidder/Proposer nor its agents have lobbied to obtain an award of the Agreement required by this solicitation from the Village of Estero, Council Members or employees of the Village, individually or collectively, regarding this solicitation.

AFFIANT Jerret Bess, VP Relationship Manager

Notary Public
STATE OF Tennessee
COUNTY OF Hamilton

The foregoing instrument was signed and acknowledged before me this 28th **day of** April**, 20**25**, by** Jerret Bess
by means of ☐ physical presence or ☐ online notarization who produced the following as identification personally known **(type of identification) or is personally known to me.**

My Commission Expires My Commission Expires August 9, 2027 **[stamp or seal]**

Andrea Lander
[Signature of Notary Public]
Andrea Lander
[Typed or printed name]

ANDREA LANDER
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

NOTE: THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS/PROPOSERS AND, IN THE CASE OF A JOINT VENTURE, FROM EACH PARTNER

EXHIBIT C

IMPLEMENTATION PLAN CUSTOMER: VILLAGE OF ESTERO

Timeframe	Action Item	Ownership		Additional Notes
		Synovus	Village	
Week One	**In Person implementation consultation**			(allow for 1 to 2 hours for initial meeting)
	Team introductions - define roles - exchange contact information	✓	✓	
	Review final RFP products and services	✓		
	Define signatories, obtain ID's, resolution info necessary to start bank docs	✓	✓	
	Discuss user limits, authorities, account set-up, Administrator hierarchy	✓	✓	
	Review final timeline - establish final go live date	✓	✓	
	Agree to weekly/bi-weekly conference call check-in meeting schedule	✓	✓	Synovus to send calendar invites
	Provide meeting notes, accoutabilities and deliverables for next meeting	✓		
Week Two	**Deliver documentation and Account opening**			
	Complete Treasury Management and Online Banking Enrollment Forms	✓		
	Produce and deliver all Account related documentation for sigining	✓		
	Return executed Account related documentation		✓	
	Open Accounts in System - begin building customer in TM system	✓		
	Produce and deliver all Treasury Management related documentation for signing	✓		
	Return executed Treasury Management related documents/agreements		✓	
	Provide ABA numbers, account numbers and check spec sheet to customer	✓		
	Order any supplies needed: deposit slips, checks, bags, etc.	✓	✓	
	Order security tokens and establish online credentials (soft tokens 6 business days, hard tokens 10 business days)	✓		
	Order remote deposit scanner equipment (if needed)	✓		
	Provide any ACH or wire templates that need to be built		✓	
	Weekly / bi-weekly conference call check-in meeting	✓	✓	Agenda to include armored car if applicable
	Provide meeting notes, accountabilities and deliverables for next meeting	✓		
	Produce and deliver Card (P-Card E Payables) applications for signing (If Applicable)	✓		
	Return executed Card related applications/agreements (If Applicable)		✓	
	Provide electronic list of cardholders for P-Card (If Applicable)		✓	
Weeks Three/Four	**Initial Testing/Training**			
	Confirm token delivery - log in credentials received	✓	✓	
	Initial training for users to test log in and learn online banking site familiarization	✓	✓	Estimated time for training 45 min
	Administrator training/setting up user hierarchy	✓	✓	
	ACH testing - submit vendor test file, ACH mapping, sample payroll file	✓	✓	
	Positive Pay testing: submit test file	✓	✓	
	Submit any additional required testing files required by TM profile	✓	✓	
	Coordinate any needed communications between customer IT/software vendor for ACH/PP/Lockbox	✓		Estimated time for training 1 hour
	Second initial training - end user targeted - ACH, Wire, PP, transfers	✓	✓	
	Weekly / bi-weekly conference call check-in meeting	✓	✓	
	Provide meeting notes, accountabilities and deliverables for next meeting	✓		
	Provide vendor list for E-Payables enrollment (If Applicable)		✓	
	E-Payables payment file validation testing (If Applicalbe)	✓	✓	
	Initial card training and setup for card administrators and managers	✓	✓	Estimate 1 hour for training
Week Five	**Final testing, training and transition**			
	Install scanner, test and begin utlizing the remote deposit scanner for deposits	✓	✓	
	Remaining final testing for ACH/Payroll, PP, lockbox, any remaining services	✓	✓	
	Final training for any remaining areas, missing employees	✓	✓	
	Final review of prior meeting notes, address anything outstanding	✓		
	work with customer to wire final funds from current Bank	✓		
	"Go Live" - Bank staff can be available on site if needed	✓	✓	
	Continued daily/weekly follow up for troubleshooting needs	✓		
	Rollout P-Card program to pilot group (If Applicable)	✓	✓	
	Second training for P-Card administrators and managers (If Applicable)	✓	✓	Estimated 1 hour for training
	Kick off call for E-Payables enrollment and implementation (If Applicable)	✓	✓	Estimate 1 hour for call

Specialty Services Timeframes				
	FTP			
	FTP Account Reconciliation 8-9 weeks	✓	✓	
	ACH Origination via Direct Send (FTP) 8-9 weeks	✓	✓	
	EDI Reporting via FTP 8-9 weeks	✓	✓	
	Custom Reports			
	Information Reporting (Custom File) 8 weeks	✓	✓	
	Check Image Deposit			
	Remote Deposit Capture Check Image Deposit (x9.37 Check Image File) 4-8 weeks	✓	✓	
	Remote Vault			
	Remote Vault Deposit 6-8 weeks	✓	✓	
	Lockbox			
	Lockbox Wholesale Standard (Capture Only Non-Data Entry) 2 - 3 weeks	✓	✓	
	Wholesale w/Data Entry 45 business days	✓	✓	
	Wholesale - Data Entry Complex 45+ business days	✓	✓	
	Lockbox/Retail Standard 60 business days	✓	✓	
	Lockbox/Retail Complex 90 business days	✓	✓	

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Government Banking Solutions

This is a draft Term Sheet and not a formal commitment to lend. The terms and conditions below are provided to illustrate a potential financing agreement.

June 20, 2025

Village of Estero, FL
Steve Gillette, Procurement Manager
9401 Corkscrew Palms Circle
Estero, Fl 33928

RE: Series 2025 Non-Bank Qualified Tax-Exempt Term Loan – Land Purchase

Synovus Bank ("Bank") is pleased to consider a financing arrangement for the Village of Estero, FL (the "Village") the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit Facility is subject to other terms and conditions for similar transactions.

Borrower: Village of Estero, FL (the "Village")

Facility: Term Loan

Amount: $13,000,000 (not to exceed)

Purpose: The proceeds of the Facility shall be used to reimburse the Village for a portion of the cost related to the purchase of land on Three Oaks Parkway that will be used to establish a regional stormwater retention area to address flooding in the area. Additionally, loan proceeds may be used to cover any costs associated with closing of the subject loan.

Term: The term of the Facility shall not exceed 15 years from the date of closing.

Collateral: The Loan shall be payable solely from and secured solely by a covenant of the Village to budget, appropriate and deposit Non-Ad Valorem Revenues sufficient to pay the required principal and interest when due.

Repayment: The facility shall be fully funded upon closing. The Village shall make semi-annual interest payments, commencing 6-months from the closing date and annual principal payments commencing 1-year from the closing date. Interest will be calculated on the basis of a 360-day year comprised of 12 30-day months.

Interest Rate: The interest rate will be fixed at 4.76 percent. The rate will be held until July 7, 2025. In the event the closing is delayed past that date, the rate will be reset three days prior to the scheduled closing and will be indexed to 79.00% of the prevailing Ten (10) Year Treasury Constant Maturity plus 124 basis points with a floor of 4.76 percent.

Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

The Treasury Constant Maturity will be as published by the Federal Reserve located via the internet at https://www.federalreserve.gov/releases/h15/.

Pre-payment: The Village may prepay and redeem the Facility, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Facility to be repaid, together with the unpaid interest accrued on the amount of principal.

Fees: **Commitment Fee: 15bps ($19,500)**

Late Fee: If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Legal Fee: The Village's counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Village shall agree to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Facility. Legal costs are estimated between $12,000 and $20,000 depending on final structure and taxability. The Bank's legal counsel for the proposed transaction will be Greenspoon Marder Law.

Affirmative Covenants: For so long as any of the principal amount of or interest on the proposed Facility is outstanding or any duty or obligation of the Village contemplated under the proposed Facility remains unpaid or unperformed, the Village covenants to the Bank as follows:

a) the Village shall pay the principal of and interest on the proposed Facility at the time and place and in the manner provided in the Note,
b) The Village shall not be dissolved until the Note is repaid in full.
c) the Village shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Village of all relevant facts and the action being taken by the Village with respect thereto,
d) the Village agrees that any and all records of the Village related to the project shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Village,
e) the Village will take all reasonable legal action within its control in order to maintain its existence as a political subdivision of the State, and shall not voluntarily dissolve,
f) the Village shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of an amount limited to $1,000,000 or greater that could reasonably be expected to have a material and adverse effect upon the financial condition of the Villageor upon the ability of the Village to perform its obligation under the proposed Note,
g) the Village shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Villages and shall upon request of the Bank, provide evidence of such coverage to the Bank,

h) the Village is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.
i) books and records of the Village shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.

Financial Reporting

The Village will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2025, and shall furnish such financial audit to the Bank within 270 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits. In addition, the Village shall adopt an annual budget as required by law and shall provide the Bank with a copy for each fiscal year not later than 45 days after the commencement thereof.

Events of Default:

An "Event of Default" shall be deemed to have occurred under this Loan Document if:

a) the Village shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank, or otherwise; or
b) the Village shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Village by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
c) any representation or warranty made in writing by or on behalf of the Village in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
d) the Village admits in writing its inability to pay its debts generally as they become due or files a petition in Bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
e) the Village is adjudged insolvent by a court of competent jurisdiction , or it is adjudged a Bankrupt on a petition in Bankruptcy filed by or against the Village, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Village, a receiver or trustee of the Villageor of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
f) the Village shall file a petition or answer seeking reorganization or any arrangement under the federal Bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
g) the Village shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank; or
h) a judgment or order shall be rendered against the Village for the payment of money in excess of $1,000,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Default Rate: The "default rate of interest" shall be the lesser of five percentage points in excess of the Bank's Prime Rate of interest charged at the time of the Monetary Default or the maximum legal interest rate. The default rate of interest shall only apply for interest during the period between when the Monetary Default occurs and when it is cured by the Village.

Interest Rate Adjustments: In the event the interest on the Loan becomes subject to federal income tax in any period **due to action or inactions of the Village**, the interest rate will convert to the taxable rate during that period. The taxable rate will be calculated by dividing the then current non-Bank qualified tax-exempt rate by 1 minus the effective federal tax rate. In addition, the Village shall make the Bank whole for any interest, penalties, and additions to tax suffered by the Bank.

Conditions of Lending: The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

a) Documents are and shall be true and correct to the best of the Village's knowledge at the time of closing.

b) On the closing date the Village shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank): (i) the opinion of counsel and/or bond counsel to the Village, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the Village's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and Assessment Resolutions and the due creation and existence of the Village and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.

d) No material and adverse changes shall have occurred in the financial condition of the Village.

e) The Bank shall not be required to enter the proposed Credit Accommodation until the completion of all due diligence inquiries, receipt of approvals from all requisite parties and the execution and receipt of all necessary documentation reasonably acceptable to the Bank and its counsel. The Bank complies with the US Patriot Act of 2001 (the "Act"), including, but not limited to; those sections relating to customer identification, monitoring and reporting of suspicious activities, and the prevention of money laundering. This Act mandates that we verify certain information about the borrower and any guarantor while processing the Credit Accommodation request. Furthermore, certain assumptions are made for this proposal which, if altered, could affect the overall credit approval and or the terms of the proposed Credit Accommodation.

f) As long as the Bank retains 51% or more of the outstanding Note, the Village shall maintain full deposit relationship, treasury, and cash management services with the Bank. Bank agrees to a treasury review on an annual basis to ensure agreed upon pricing remains in line with current market pricing. In the event the Bank is unwilling or unable to match market pricing, the Village is entitled to use other Financial Institutions for these services.

Waiver of Jury Trial The Village and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or indirectly relating to any loan document executed in connection herewith or any other matter arising from the relationship between Bank and Village.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate to contact me at the numbers below.

Respectfully,

Jerret Bess
Government Banking
VP, Government Solutions Relationship Manager
O: 239-302-1155
C: 239-405-9414
JerretBess@Synovus.com

Agreed to and accepted this _____ day of _____, 2025.

BORROWER: Village of Estero, FL

Signature: _____

Name: _____

Title: _____

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Government Banking Solutions

This is a draft Term Sheet and not a formal commitment to lend. The terms and conditions below are provided to illustrate a potential financing agreement.

June 20, 2025

Village of Estero, FL
Steve Gillette, Procurement Manager
9401 Corkscrew Palms Circle
Estero, Fl 33928

RE: Capital Improvements Revolving Line of Credit

Synovus Bank ("Bank") is pleased to consider a financing arrangement for the Village of Estero, FL (the "Village") the basic terms and conditions of which are set forth below. This financing proposal is not exhaustive, and the credit Facility is subject to other terms and conditions for similar transactions.

Borrower: Village of Estero, FL (the "Village")

Facility: Taxable Revolving Line of Credit

Amount: $10,000,000 (not to exceed)

Purpose: The proceeds of the Facility shall be used to provide interim financing of capital projects and to pay the costs of issuance related to the RLOC.

Term: The term of the Facility shall not exceed 2-years from the date of closing. The RLOC may be renewed at each maturity and the balance carried forward, if mutually agreed upon.

Collateral: a) Synovus Bank shall have a pledge of a specific stream of revenues as agreed upon at a later date.

or

b) Covenant of the Village to budget, appropriate and deposit Non-Ad Valorem Revenues sufficient to pay the required principal and interest when due.

Repayment: The Village shall make monthly interest payments with all outstanding principal due upon maturity, unless renewed.

Interest Rate: The interest rate shall be variable and indexed to 1-Month SOFR + 3.29% (indicative rate of 7.61%).

Interest will be calculated on the basis of actual / 365.

The Daily Secured Overnight Financing Rate (SOFR) Data is published daily by the New York Federal Reserve (https://www.newyorkfed.org/markets/reference-rates/sofr

Pre-payment: The Village may prepay and redeem the Facility, in whole or part, at any time or from time to time, without penalty or premium, by paying to the Bank all or a part of the principal amount of the Facility to be repaid, together with the unpaid interest accrued on the amount of principal.

Fees: **Commitment Fee: 25bps ($25,000)**

Late Fee: If any payment due the Bank is more than fifteen (15) days overdue, a late charge of six percent (6%) of the overdue payment shall be assessed.

Legal Fee: The Village's counsel will provide documentation associated with this transaction. Documentation will be subject to the review and approval of the Bank and the Bank's counsel. The Village shall agree to pay all legal fees and expenses of the Bank associated with the review and closing of this transaction, which costs may be paid with proceeds of the Facility. Legal costs are estimated between $12,000 and $20,000 depending on final structure and taxability. The Bank's legal counsel for the proposed transaction will be Greenspoon Marder Law.

Affirmative Covenants: For so long as any of the principal amount of or interest on the proposed Facility is outstanding or any duty or obligation of the Village contemplated under the proposed Facility remains unpaid or unperformed, the Village covenants to the Bank as follows:

a) the Village shall pay the principal of and interest on the proposed Facility at the time and place and in the manner provided in the Note,
b) The Village shall not be dissolved until the Note is repaid in full.
c) the Village shall within ten days after it acquires knowledge thereof, notify the Bank in writing upon the happening, occurrence, or existence of any Event of Default, and any event or condition which with the passing of time or giving of notice, or both, would constitute an Event of Default, and shall provide the Bank with such written notice, a detailed statement by a responsible officer of the Village of all relevant facts and the action being taken by the Village with respect thereto,
d) the Village agrees that any and all records of the Village related to the project shall be open to inspection by the Bank, or its representatives at all reasonable times at the office of the Village,
e) the Village will take all reasonable legal action within its control in order to maintain its existence as a political subdivision of the State, and shall not voluntarily dissolve,
f) the Village shall promptly inform the Bank in writing of any actual or potential contingent liabilities or pending or threatened litigation of an amount limited to $1,000,000 or greater that could reasonably be expected to have a material and adverse effect upon the financial condition of the Villageor upon the ability of the Village to perform its obligation under the proposed Note,
g) the Village shall maintain such liability, casualty, and other insurance as is reasonable and prudent for a similarly situated Villages and shall upon request of the Bank, provide evidence of such coverage to the Bank,
h) the Village is in compliance and shall comply with all applicable federal, state, and local laws and regulatory requirements.

i) books and records of the Village shall be kept in which complete and correct entries shall be made, in accordance with generally accepted accounting principles.
j) Other covenants that are customary for this type of loan.

Financial Reporting

The Village will cause a financial audit to be completed of its books and accounts for each fiscal year, beginning with the fiscal year ending September 30, 2025, and shall furnish such financial audit to the Bank within 270 days of the end of each such fiscal year. The financial audit shall be prepared in accordance with Chapter 10.550 of the Rules of the Florida Auditor General or the provisions of any successor state or rule governing Florida local governmental entity audits. In addition, the Village shall adopt an annual budget as required by law and shall provide the Bank with a copy for each fiscal year not later than 45 days after the commencement thereof.

Events of Default:

An "Event of Default" shall be deemed to have occurred under this Loan Document if:

a) the Village shall fail to make any payment of the principal of or interest on the Note after the same shall become due and payable, whether by maturity, by acceleration at the discretion of the Bank, or otherwise; or
b) the Village shall default in the performance of or compliance with any term or covenant contained in the Loan Documents, which default or noncompliance shall continue and not be cured within thirty (30) days after (i) notice thereof to the Village by the Bank; or (ii) the Bank is notified of such noncompliance or should have been so notified, whichever is earlier; or
c) any representation or warranty made in writing by or on behalf of the Village in any Loan Document shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or
d) the Village admits in writing its inability to pay its debts generally as they become due or files a petition in Bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or
e) the Village is adjudged insolvent by a court of competent jurisdiction , or it is adjudged a Bankrupt on a petition in Bankruptcy filed by or against the Village, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Village, a receiver or trustee of the Villageor of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within 90 days from the date of entry thereof; or
f) the Village shall file a petition or answer seeking reorganization or any arrangement under the federal Bankruptcy laws or any other applicable law or statute of the United States of America or the State of Florida; or
g) the Village shall default in the due and punctual payment or performance of covenants under any obligation for the payment of money to the Bank or any other subsidiary or affiliate of the Bank; or
h) a judgment or order shall be rendered against the Village for the payment of money in excess of $1,000,000 and such judgment or order shall continue unsatisfied or unstayed for a period of more than 30 days.

Default Rate:

The “default rate of interest” shall be the lesser of five percentage points in excess of the Bank's Prime Rate of interest charged at the time of the Monetary Default or the

maximum legal interest rate. The default rate of interest shall only apply for interest during the period between when the Monetary Default occurs and when it is cured by the Village.

Conditions of Lending:

The obligations of the Bank to lend hereunder are subject to the following conditions precedent:

a) Documents are and shall be true and correct to the best of the Village's knowledge at the time of closing.

b) On the closing date the Village shall be in compliance with all the terms and provisions set forth in the Loan Documents on its part to be observed or performed, and no Event of Default nor any event that, upon notice or lapse of time or both, would constitute such an Event of Default, shall have occurred and be continuing at such time.

c) On or prior to the closing date, the Bank shall have received the following supporting documents, all of which shall be satisfactory in form and substance to the Bank (such satisfaction to be evidenced by the purchase of the Note by the Bank): (i) the opinion of counsel and/or bond counsel to the Village, regarding the due authorization, execution, delivery, validity and enforceability of the Agreement and the Note, the Village's power to incur the debt evidenced by the Note, the due adoption and enforceability of the Note Resolution and Assessment Resolutions and the due creation and existence of the Village and to the effect that the Note is excluded from gross income for federal income tax purposes, and (ii) such additional supporting documents as the Bank may reasonably request.

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f) As long as the Bank retains 51% or more of the outstanding Note, the Village shall maintain full deposit relationship, treasury, and cash management services with the Bank. Bank agrees to a treasury review on an annual basis to ensure agreed upon pricing remains in line with current market pricing. In the event the Bank is unwilling or unable to match market pricing, the Village is entitled to use other Financial Institutions for these services.

Waiver of Jury Trial

The Village and Bank knowingly, intentionally, and voluntarily waive any right which any of them may have to a trial by jury in connection with any matter directly or

indirectly relating to any loan document executed in connection herewith or any other matter arising from the relationship between Bank and Village.

Synovus Bank appreciates the opportunity to submit this Proposal and looks forward to your favorable response. If you have any questions or need additional information, please do not hesitate to contact me at the numbers below.

Respectfully,

Jerret Bess
Government Banking
VP, Government Solutions Relationship Manager
O: 239-302-1155
C: 239-405-9414
JerretBess@Synovus.com

Agreed to and accepted this _____ day of _____, 2025.

BORROWER: Village of Estero, FL

Signature: _____

Name: _____

Title: _____

SYNOVUS

PRO FORMA ANALYSIS PREPARED FOR
Village of Estero

Balance Summary

NUMBER OF DAYS IN CYCLE	31	*Balances as of:*	Date
AVERAGE LEDGER BALANCE		+	$14,191,000.00
LESS FLOAT		-	$0.00
PLUS NEGATIVE AVERAGE COLLECTED BALANCES		+	$0.00
AVERAGE COLLECTED BALANCE		=	**$14,191,000.00**
LESS FEDERAL RESERVE REQUIREMENT	0%	-	$0.00
AVERAGE INVESTABLE BALANCE		=	**$14,191,000.00**
EARNINGS CREDIT (Based on 365 Day Year)	1.25%	+	$15,065.79
ALL ANALYZED FEES (EXCLUDE IMPLE FEES)			
ANALYZED FEES		-	$592.85
NET SERVICE CHARGE		=	**$0.00**
EXCESS COLLECTED BALANCES			**$13,632,573.55**
ADDITIONAL COLLECTED BALANCES TO OFFSET ANALYZED FEES			**$0.00**
IMPLEMENTATION FEES			
ONE TIME SET UP CHARGES			**$0.00**
INTEREST ON EXCESS BALANCE	4.25%		**$49,207.99**

Service Detail

The fees listed below are based on information gathered from your company and is not an invoice for services. Prices are subject to change and any services not listed will be charged the Bank's standard fees.

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
GENERAL ACCOUNT SERVICES				
Deposit Administration Fee	141,910	$0.0000	$0.00	$0
Monthly Account Maintenance	1	$35.0000	$35.00	$32,968
NSF/Overdraft Fee	0	$36.0000	$0.00	$0
Negative Collected Balance Fee	0	P+4.0%	$0.00	$0
Deposits	0	$1.0000	$0.00	$0
Items Deposited Total (CCH, Local and Non-local Fed-City & RCPC, and Dep On	58	$0.2000	$11.60	$10,926
Return Deposited Item	0	$9.0000	$0.00	$0
Redeposited Return Item	0	$9.0000	$0.00	$0
Deposit Corrections	0	$6.5000	$0.00	$0
Checks Paid	74	$0.2200	$16.28	$15,335
Other Debits	0	$0.2200	$0.00	$0
Preauthorized Debit	23	$0.2100	$4.83	$4,550
Other Credits	0	$0.2200	$0.00	$0
Preauthorized Credit	38	$0.2100	$7.98	$7,517
Analysis E-Statement	0	$0.0000	$0.00	$0
Stop Payment	0	$36.0000	$0.00	$0
TOTAL GENERAL ACCOUNT SERVICES	**142,104**		**$75.69**	**$71,295**
WIRE TRANSFER SERVICES - DOMESTIC & INTERNATIONAL				
Wire Module Monthly Per Acct	1	$16.0000	$16.00	$15,071
Domestic Wire Transfer Incoming	0	$18.0000	$0.00	$0
Domestic Wire Transfer Out Online	0	$18.0000	$0.00	$0
TOTAL WIRE TRANSFER SERVICES - DOMESTIC & INTERNATIONAL	**1**		**$16.00**	**$15,071**
ONLINE BANKING SERVICES				
Gateway Corporate Portal Reporting Options				

CONFIDENTIAL

Page 1

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
Gateway Premium Reporting (incl Core Reporting)				
1st Account	1	$90.0000	$90.00	$84,774
Each Additional Account	0	$45.0000	$0.00	$0
TOTAL ONLINE BANKING SERVICES	**1**		**$90.00**	**$84,774**
ACH ORIGINATION				
ACH Payments - Gateway				
ACH Origination Monthly Per Acct	0	$65.0000	$0.00	$0
ACH Origination Per Item (CCD,CTX,TEL,Web,PPD)	0	$0.1600	$0.00	$0
ACH Payments - Same Day ACH				
Same Day ACH Per Item	0	$0.9500	$0.00	$0
Same Day ACH Unauthorized Batch	0	$10.0000	$0.00	$0
ACH Payments - Other				
ACH Per Batch Fee	0	$9.0000	$0.00	$0
ACH Change/delete/reversal Fee	0	$50.0000	$0.00	$0
ACH Notification Of Change (Noc)	0	$5.5000	$0.00	$0
ACH Return Item Fee	0	$6.0000	$0.00	$0
ACH Return Unauthorized Item Orig	0	$6.0000	$0.00	$0
Total ACH Origination	**0**		**$0.00**	**$0**
FILE & DATA SERVICES				
BAI Intra Day File- Charge per month	1	$150.0000	$150.00	$141,290
TOTAL FILE & DATA SERVICES	**1**		**$150.00**	**$141,290**
EDI				
EDI Reporting Monthly Per Acct	1	$55.0000	$55.00	$51,806
Total EDI	**1**		**$55.00**	**$51,806**
ACCOUNT PROTECTION & RECON SERVICES				
Positive Pay/Payee Positive Pay				
Positive Pay Monthly Per Acct	1	$65.0000	$65.00	$61,226
Positive Pay Per Item Issued	74	$0.0700	$5.18	$4,879
Positive Pay Exception Per Item	0	$4.0000	$0.00	$0
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TOTAL ACCOUNT PROTECTION & RECON SERVICES	**150**		**$120.36**	**$113,371**
ACCELERATE AR REMOTE DEPOSIT (RDC) & IMAGE CASH LETTER SERVICES				
Accelerate AR Remote Deposit Capture				
Remote Dep Monthly Maint	1	$50.0000	$50.00	$47,097
Remote Dep Per Scanner	1	$30.0000	$30.00	$28,258
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TOTAL ACCELERATE AR REMOTE DEPOSIT (RDC) & IMAGE CASH LETTER SER	**60**		**$85.80**	**$80,818**
TOTAL ANALYZED PROPOSED FEES /Fee Based Fees			**$592.85**	
TOTAL PROPOSED FEES Plus Equipment Charges			$592.85	
IMPLEMENTATION & PROGRAMMING CHARGES			$0.00	
AVG COLLECTED BALANCE REQUIRED TO OFFSET TOTAL PROPOSED FEES (less Fee based)				**$558,426.45**

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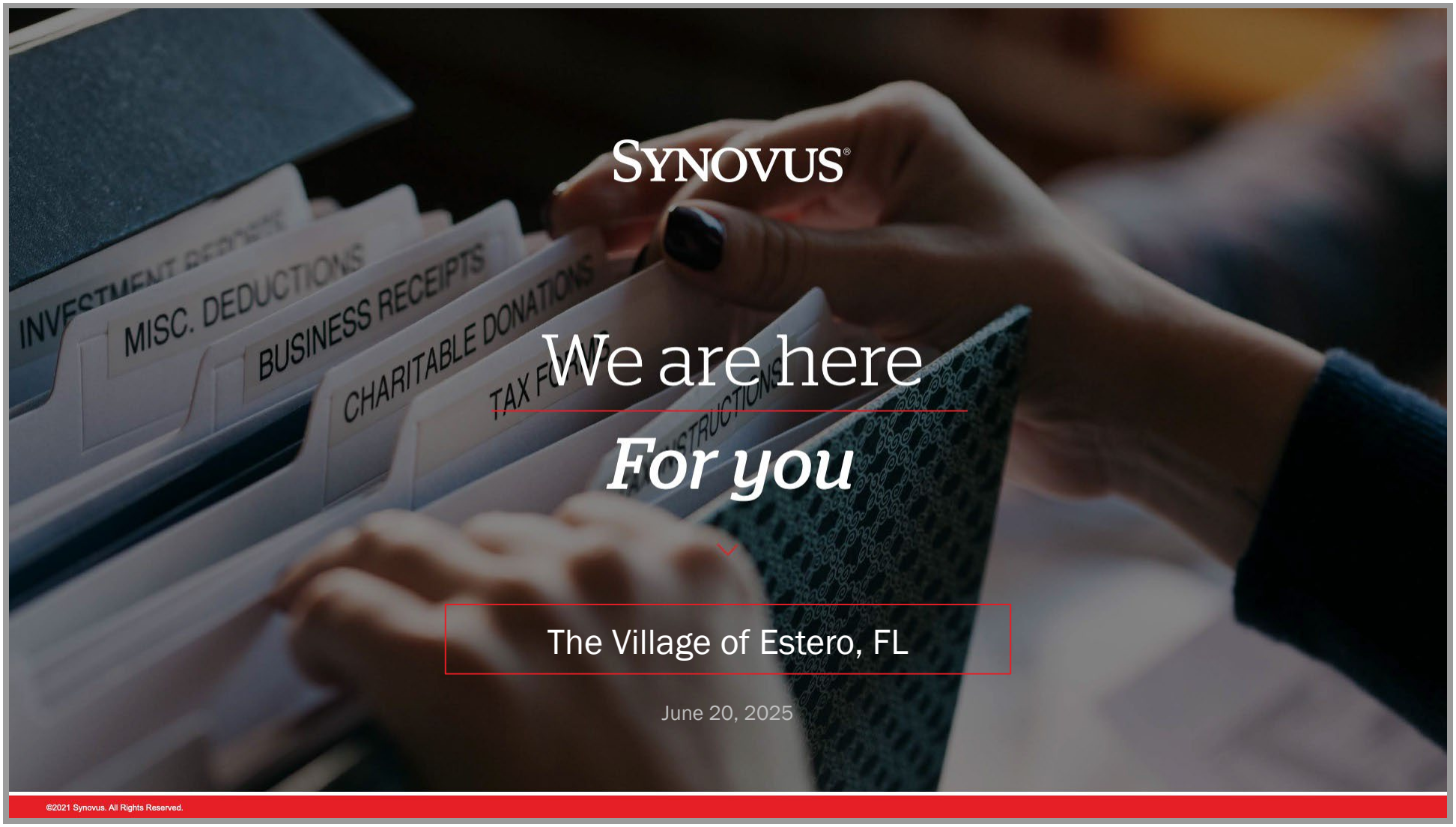
Page 2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We are here
For you
The Village of Estero, FL
June 20, 2025
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Agenda

1. Synovus Bank Introduction
2. Relationship Team & Servicing Model
3. Loan Requests – Term Loan & RLOC
4. Banking Proposal Overview
5. Timeline & Online Banking
6. Questions

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SYNOVUS®

Our Philosophy

While our capabilities include expert advice and competitive products and services tailored to your individual needs, we're certain you also find our **relationship-centered approach** to be refreshingly unique. We're here to truly know you — to understand your day-to-day and long-term needs and to meet those with an experience that creates value across your organization.

The foundation of our 130-year history is building trusting relationships and strengthening the communities we serve. Even as we've grown through the years, becoming today the largest mid-cap bank in the Southeast, we've never forgotten that our customers are the reason we are here.

Our team members codified our promise to deliver exceptional service through Our Customer Covenant, shown below. In sharing this promise with you, we ask that you **hold us accountable for delivering** on every word should we earn your business.

Our Customer Covenant

We pledge to serve every customer with the highest levels of sincerity, fairness, courtesy, respect, and gratitude, delivered with unparalleled responsiveness, expertise, efficiency, and accuracy.

We are in business to create lasting relationships, and we will treat our customers like we want to be treated.

We will offer the finest personal service and products delivered by caring team members who take 100% responsibility for meeting the needs of each customer.

We have a *proven model for success*.

$60 BN

Assets

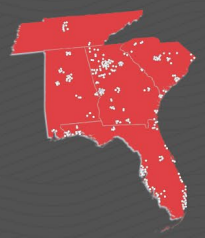
$6.33 BN

Market Cap

A TOP PERFORMING MID-CAP BANK

270+

BRANCHES ACROSS FIVE STATES



Data as of 10/11/2024

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Your Relationship Team

Jerret Bess

Government Relationship Manager

Government Solutions

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(C): 239.405.9414

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Amanda DeBoer

Whls Relationship Service Supervisor

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MathewFarzanrad@Synovus.com

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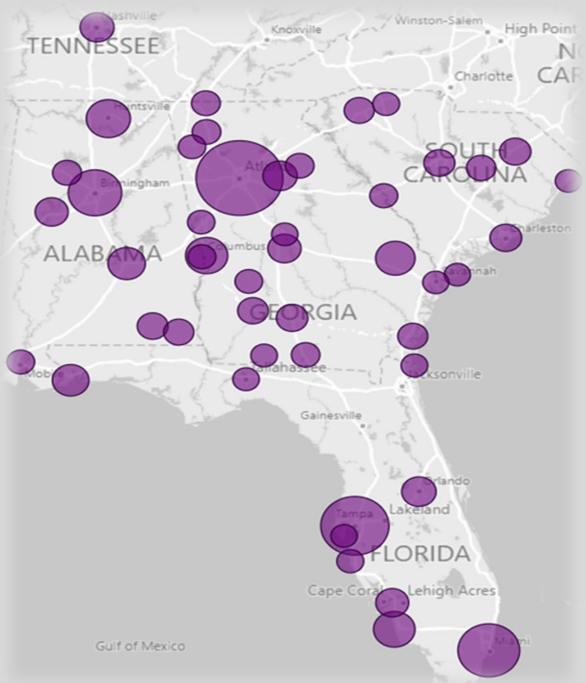
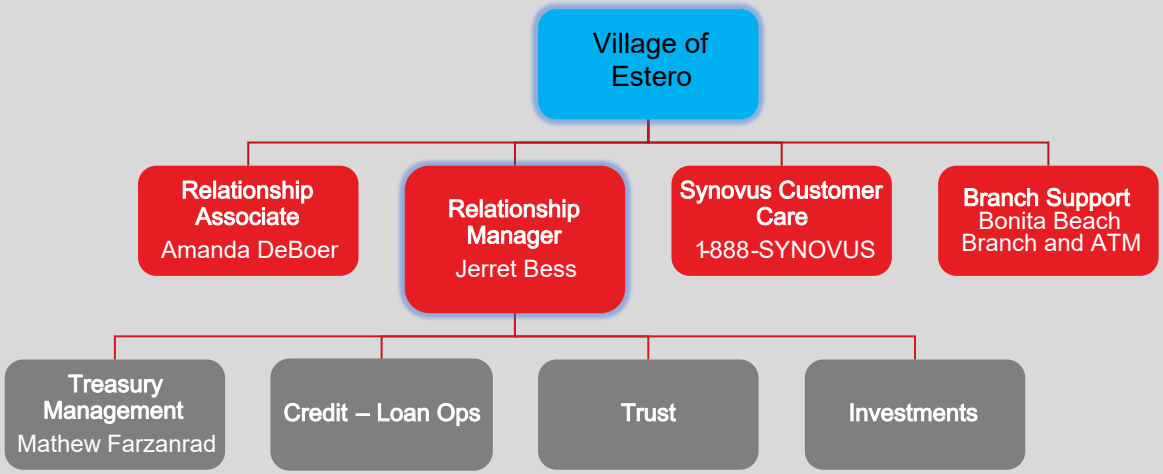
Best In Class Government Banking



Customer Service Model



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What We Heard and Recommendations

Facility Details

Revolving Line of Credit

Amount:

Not to exceed $10 million

Purpose:

The RLOC shall be used to fund capital project

Term:

Two year terms, renewable for an additional two years at each maturity

Security:

a) An agreed upon revenue stream,

b) CB&A

Repayment:

The Village shall make monthly interest payments with all outstanding principal due upon maturity, unless renewed.

Interest Rate:

The interest rate shall be variable and indexed to 1-Month SOFR + 3.29% (indicative rate of 7.61%)

Fees:

a) 25 bps commitment fee

b) No prepayment fee

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What We Heard and Recommendations

Facility Details

Non-Bank Qualified Tax-Exempt Term Loan

Amount:

Not to exceed $13 million

Purpose:

The reimburse the Village for a portion of the cost related to the purchase of land and to cover any costs associated with closing of the subject loan.

Term:

15-year term, fully amortizing

Security:

Covenant to Budget and Appropriate

Repayment:

Semi-annual interest payments, commencing 6-months from the closing date and annual principal payments commencing 1-year from the closing date

Interest Rate:

Fixed at 4.76 percent (indicative)

Fees:

a) 25 bps commitment fee

b) No prepayment fee

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Executive Summary

Based on our RFP response, the following is a concise overview of our proposal highlights:

Proposal Summary

- Dedicated Government Solutions Team and Treasury Management Consultant
- Earnings Credit Rate **(ECR) of 1.25%** managed after fee waiver period
- The Interest Rate on excess balances will be based on the Target Federal Funds Rate minus .25% **(indicative 4.25%)**
- Estimated annual interest earnings of $590,495 on core excess balances (does not include potential interest earned from funds currently invested in Florida Cooperative Liquid Assets Securities System. A summary of what the Village FLCLASS funds could earn at Synovus can be provided upon request).
- Proposed line-item pricing guaranteed for life of the contract
- $1,500 annual supply credit for banking supplies (deposit slips, stamps, tamper evident bags etc.)
- Waiver of implementation fees for proposed services
- Waiver of all service fees for 3 months during implementation and conversion. During this time, interest would be earned on the Villages entire balances
- Customized conversion and implementation plan with tailored training on Synovus Bank's services
- All online services provided through a single sign-on encrypted log-in processes

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PRO FORMA ANALYSIS PREPARED FOR
Village of Estero

Balance Summary

NUMBER OF DAYS IN CYCLE	31	*Balances as of:*		Date
AVERAGE LEDGER BALANCE			+	$14,191,000.00
LESS FLOAT			-	$0.00
PLUS NEGATIVE AVERAGE COLLECTED BALANCES			+	$0.00
AVERAGE COLLECTED BALANCE			=	$14,191,000.00
LESS FEDERAL RESERVE REQUIREMENT	0%		-	$0.00
AVERAGE INVESTABLE BALANCE			=	$14,191,000.00
EARNINGS CREDIT (Based on 365 Day Year)	1.25%		+	$15,065.79
ALL ANALYZED FEES (EXCLUDE IMPLE FEES)				
ANALYZED FEES			-	$592.85
NET SERVICE CHARGE			=	$0.00
EXCESS COLLECTED BALANCES				$13,632,573.55
ADDITIONAL COLLECTED BALANCES TO OFFSET ANALYZED FEES				$0.00
IMPLEMENTATION FEES				
ONE TIME SET UP CHARGES				$0.00
INTEREST ON EXCESS BALANCE	4.25%			$49,207.99

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Advantage Analysis

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Service Detail

The fees listed below are based on information gathered from your company and is not an invoice for services. Prices are subject to change and any services not listed will be charged the Bank's standard fees.

SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
GENERAL ACCOUNT SERVICES				
Deposit Administration Fee	141,910	$0.0000	$0.00	$0
Monthly Account Maintenance	1	$35.0000	$35.00	$32,968
NSF/Overdraft Fee	0	$36.0000	$0.00	$0
Negative Collected Balance Fee	0	P+4.0%	$0.00	$0
Deposits	0	$1.0000	$0.00	$0
Items Deposited Total (CCH, Local and Non-local Fed-City & RCPC, and Dep On	58	$0.2000	$11.60	$10,926
Return Deposited Item	0	$9.0000	$0.00	$0
Redeposited Return Item	0	$9.0000	$0.00	$0
Deposit Corrections	0	$6.5000	$0.00	$0
Checks Paid	74	$0.2200	$16.28	$15,335
Other Debits	0	$0.2200	$0.00	$0
Preauthorized Debit	23	$0.2100	$4.83	$4,550
Other Credits	0	$0.2200	$0.00	$0
Preauthorized Credit	38	$0.2100	$7.98	$7,517
Analysis E-Statement	0	$0.0000	$0.00	$0
Stop Payment	0	$36.0000	$0.00	$0
TOTAL GENERAL ACCOUNT SERVICES	142,104		$75.69	$71,295
WIRE TRANSFER SERVICES - DOMESTIC & INTERNATIONAL				
Wire Module Monthly Per Acct	1	$16.0000	$16.00	$15,071
Domestic Wire Transfer Incoming	0	$18.0000	$0.00	$0
Domestic Wire Transfer Out Online	0	$18.0000	$0.00	$0
TOTAL WIRE TRANSFER SERVICES - DOMESTIC & INTERNATIONAL	1		$16.00	$15,071

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SERVICES	VOLUME	PROPOSED FEE	TOTAL PROPOSED FEE	BALANCES REQUIRED
Gateway Premium Reporting (incl Core Reporting)				
1st Account	1	$90.0000	$90.00	$84,774
Each Additional Account	0	$45.0000	$0.00	$0
TOTAL ONLINE BANKING SERVICES	1		$90.00	$84,774
ACH ORIGINATION				
ACH Payments - Gateway				
ACH Origination Monthly Per Acct	0	$65.0000	$0.00	$0
ACH Origination Per Item (CCD,CTX,TEL,Web,PPD)	0	$0.1600	$0.00	$0
ACH Payments - Same Day ACH				
Same Day ACH Per Item	0	$0.9500	$0.00	$0
Same Day ACH Unauthorized Batch	0	$10.0000	$0.00	$0
ACH Payments - Other				
ACH Per Batch Fee	0	$9.0000	$0.00	$0
ACH Change/delete/reversal Fee	0	$50.0000	$0.00	$0
ACH Notification Of Change (Noc)	0	$5.5000	$0.00	$0
ACH Return Item Fee	0	$6.0000	$0.00	$0
ACH Return Unauthorized Item Orig	0	$6.0000	$0.00	$0
Total ACH Origination	0		$0.00	$0
FILE & DATA SERVICES				
BAI Intra Day File- Charge per month	1	$150.0000	$150.00	$141,290
TOTAL FILE & DATA SERVICES	1		$150.00	$141,290
EDI				
EDI Reporting Monthly Per Acct	1	$55.0000	$55.00	$51,806
Total EDI	1		$55.00	$51,806

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Advantage Analysis

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ACCOUNT PROTECTION & RECON SERVICES				
Positive Pay/Payee Positive Pay				
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AVG COLLECTED BALANCE REQUIRED TO OFFSET TOTAL PROPOSED FEES (less Fee based)				$558,426.45

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Advantage Analysis

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Your implementation *experience*

1 Consultation

- Team introductions
- Confirm solutions
- Review plans
- Gather information/details for documentation and solution build

2 Establish responsibilities and timeline

- Develop mutual work responsibilities
- Review final project plan
- Establish meetings on joint calendars
- Adopt agreed upon timeline and "go live" date

3 Execute documents and solution build

- Execute all account and contractual documentation
- Build online platform, set up templates, user profiles, etc.
- Mutual teams' contribution to status meeting

4 Training and testing

- Extensive solution use training by Synovus team
- Testing of all solutions and services
- Final review of all items with full team

5 Final testing and "go live"

- Final file testing for all solutions
- Troubleshooting provided by Synovus team on day of "go live"

6 Post "go live" review

- Wrap-up and troubleshooting meeting with Synovus team
- Synovus TPS will provide regularly scheduled reviews in 30-day intervals

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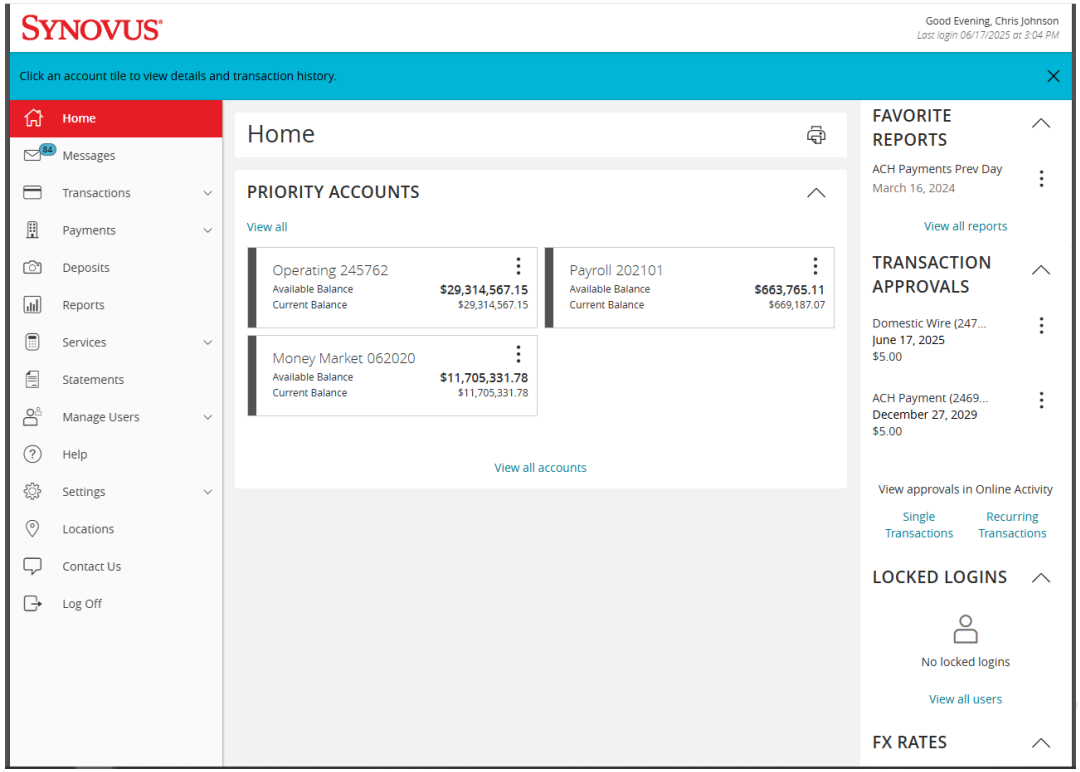
- *Synovus Gateway landing page provides quick view access of all the accounts*
- *All Modules via one login available in the column on the left.*
- *Quick and easy navigation to all services for payments, customizable reports, fraud services, and remote deposit capture.*
- *Quick activity search, approvals to be processed, and favorite reports available in the column on the right.*



Synovus Gateway – Single Sign On

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Thank You
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19

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Utility Expansion Program Phase 1 Construction Manager at Risk Contract Guaranteed Maximum Price (GMP) Addendum 01 (Cypress Bend)

Motion to approve Contract Number EC 2024-36 GMP Addendum 01 in the amount of $2,120,269 with Wright Construction Group, Inc. for the construction of the Cypress Bend RV Resort wastewater treatment plant (WWTP) site conversion to Lee County Utilities.

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, and to approve and execute any subsequent amendments or modifications which do not require an increase in the not to exceed budget.

Background:

On July 3, 2024, the Village entered into an agreement with Wright Construction Group, Inc. for CMAR services serving the following utility expansion program projects:

- Wastewater Treatment Plant conversions (3)
- Broadway Ave. West

On May 7, 2025, Village Council conducted a workshop to discuss the progress being made for the conversion of three WWTP sites (Cypress Bend, Sunny Grove, and Estero Bay Village) and the septic to sewer program for nine (9) other neighborhoods. At that time, it was identified that two (2) of the neighborhoods with WWTP conversions (Cypress Bend and Sunny Grove) were already in the active bidding process for construction.

The Cypress Bend WWTP is currently under a negotiated consent order with the Florida Department of Environmental Protection (FDEP). The Cypress Bend FDEP operating permit was expiring in January 2024, and both Cypress Bend and the FDEP knew that the Village had construction plans and permits for the decommissioning of the WWTP and connecting Cypress Bend to Lee County Utilities. Rather than having Cypress Bend go through the process and expense of renewing their permit for another five (5) years, it was negotiated to establish the consent order that would allow time for the Village to

complete the work. At the time, the Village was anticipating receipt of a state appropriation grant to help offset costs to the Cypress Bend property owners and the consent order timeline established a construction start date in July 2024 with a completion date in August 2025. Unfortunately, the appropriation for the grant was vetoed by the governor. Village staff have communicated with the FDEP throughout the process and will be working with FDEP staff to adjust the schedule in the consent order to align with the construction schedule in the GMP. When the WWTP is removed the FDEP consent order will be resolved.

A second issue related to this project is the current impact the WWTP is having to the neighboring Cascades development. Residents there have complained many times about the odor, noise, and water quality in their stormwater lake located close to the WWTP rapid infiltration basins (aka percolation ponds). Elimination of the WWTP, including the demucking and backfilling of the rapid infiltration basins will correct those three issues of concern with the Cascades residents.

Description:

On May 28, 2025, Wright Construction Group received the bids for construction of the Cypress Bend RV Resort WWTP site conversion and the Sunny Grove RV Park WWTP site conversion. This agenda item only addresses the Cypress Bend RV Resort site. The GMP provided by Wright Construction is $2,120,269. The project includes construction of a new sanitary sewer force main out to the existing Lee County Utilities force main on the north side of Estero Parkway, rehabilitation and upgrading the existing sewer pump station in Cypress Bend, abandonment of the small existing sewer force main under the railroad tracks, removal of the existing WWTP facility (leaving the maintenance building) and demucking/backfilling the percolation ponds.

Additionally, at the request of Lee County Utilities, a new potable water main is being constructed out to the existing water main also on the north side of Estero Parkway. This will eliminate the current water main also crossing under the railroad tracks. Lee County and the Village have an interlocal agreement whereby Lee County Utilities will reimburse the Village for the costs associated with this water main relocation.

Action Requested:

Motion to approve Contract Number EC 2024-36 GMP Addendum 01 in the amount of $2,120,269 with Wright Construction Group, Inc. for the construction of the Cypress Bend RV Resort wastewater treatment plant (WWTP) site conversion to Lee County Utilities.

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, and to approve and execute any subsequent amendments or modifications which do not require an increase in the not to exceed budget.

Process and Timeline:

Section 8 of the proposed Addendum is the proposed schedule. The project schedule indicates the project will achieve substantial completion within 365 days of notice to proceed. The lead time to procure equipment and three-phase electrical service is a major factor contributing to the schedule.

Financial Impacts:

The fiscal impact is $2,120,269 for Wright Construction Group, as the CMAR, to complete the project. Funds in the fiscal year 24-25 and 25-26 capital improvement plan budget will be used to fund this contract. Of this amount, $241,287 is anticipated to be reimbursed by Lee County Utilities for the relocated water main.

This project is part of a State legislature reimbursement appropriation grant issued through the FDEP , of which $118,000 is available to reduce final costs to the Village.

At the May 7, 2025, workshop Village staff discussed the consideration for the Village to participate in cost sharing the project construction with Cypress Bend at a rate of 25% of the project cost. The Village has already paid or encumbered $588,535 in costs associated with the design, permitting and easement acquisition of the project. This equates to approximately 25% of the project cost. The 25% cost share would amount to $587,379 which is a difference of $1,156.

In summary, the project costs are as follows:

Wright Construction GMP =	$2,120,269	(amount for contract approval)
Village Encumbered Costs =	$588,535	
Sub-Total Project Costs =	$2,708,804	
Less Lee County Reimbursement	-$241,287	
Less State Grant	-$118,000	
Remaining Balance	$2,349,517	
Less Village Cost Sharing (25%)	-$587,379	
Remaining Cost for Cypress Bend	$1,762,138	

There are 402 equivalent residential unit properties in Cypress Bend.
Equally dividing the cost across the 402 properties equates to $4,383 per property.

If financing through a utility assessment using the Lee County Property Appraiser and Lee County Tax Collector process some assumptions must be made to arrive at an approximate cost based upon the $1,762,138 value. The following additional assessable cost factors would be incurred:

- Debt Service Reserve Fund (10%) $217,514
- Capitalized Interest (2%) $43,510
- Cost of Issuance (2%) $43,510
- Assessment Development, Survey, Financing, etc. (5%) $108,774

Total Assessed Cost $2,175,479

Annual Debt Service assumptions are:

- Term of the assessment (Years) 10
- Interest Rate 5%
- Annual Collection/Administration Costs 7%

Estimated Total Annual Cost $302,940
Annual Cost per Property Ownership $753.58 for the 10-year assessment

Possible Additional Grant Funding:
Last year the Village applied for a $850,000 Water Quality Improvement (WQI) grant with the FDEP to offset the project costs. The application was not selected for award due to other projects being selected that were in areas with more severely impacted water bodies than the Estero River. The grant application window opens again in July 2025, and Village staff propose to resubmit the grant application. If the grant is awarded, this will have substantial cost reduction impacts to the assessment.

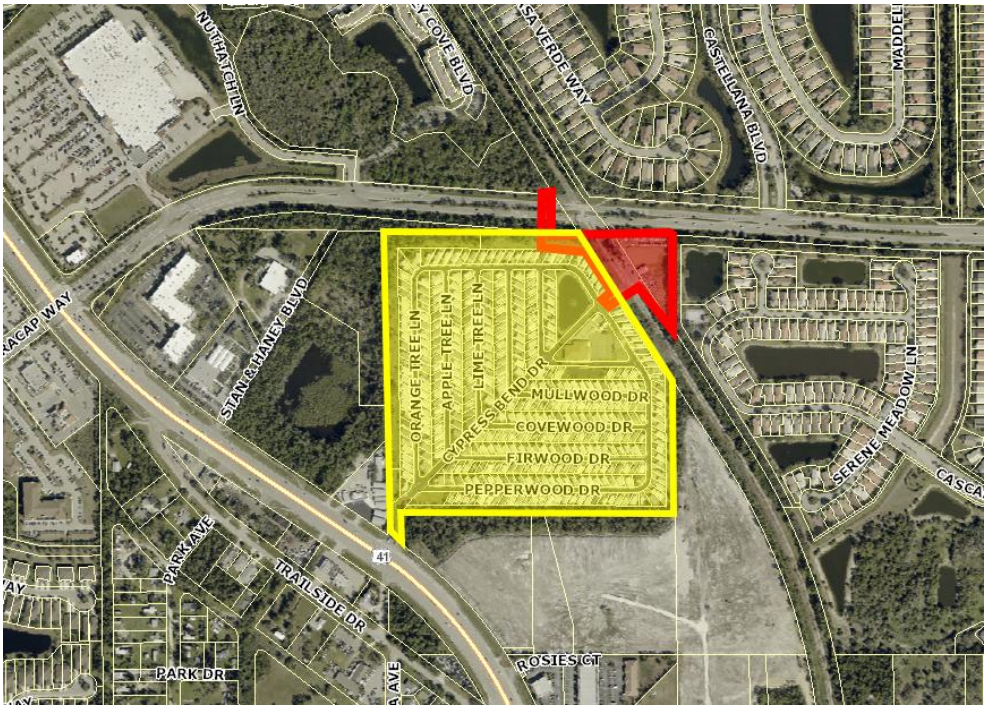
Prepared by: Robert Wiley, Project Manager

Attachments:

1. Location map
2. GMP Addendum 01 – Wright Const. – Cypress Bend
3. Wright Construction GMP v1.0 SIGNED

Cypress Bend WWTP Site Conversion

Location Map



GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM 01
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 Wright Construction Group, Inc., a Florida profit corporation authorized to conduct business in Florida, 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 Cypress Bend RV Resort WWTP Site Conversion project (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 2 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 ($1,982,451.00) and the Construction Manager's Fee ($137,818.00), is a total of two million one hundred twenty thousand two hundred sixty-nine dollars ($2,120,269.00). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Sections 1 through 10, as follows:

(a) Sections 1 through 3. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages __3__ through __12__, dated __6-11-25__dated __6-11-25__;

(b) Section 4. GMP Summary and Detail, pages __13__ through __16__ dated __6-11-25__;

(c) Section 5. Clarifications/Assumptions/Qualifications, pages __17__ through __18__ dated __6-11-25__;

(d) Section 6. Allowances, page __19__ , dated ___6-11-25_;

(e) Sections 7. Exclusions, page __20__, dated ___6-11-25__;

(f) Section 8. Project Schedule, page __22___, dated __6-11-25__;

(g) Section 9. Bid Tabulation, pages __23__ through __24__, dated __6-11-25__; and

(h) Section 10. Exhibits, pages __25__ through __45___, dated ___6-11-25___.

(i) Exhibit C. Affidavit of No Conflict; (per Contract EC 2024-36) To be provided within 2 weeks of GMP Addendum 01 execution.

(j) Exhibit D. Certificate(s) of Insurance; (per Contract EC 2024-36) To be provided within 2 weeks of GMP Addendum 01 execution.

(k) Exhibit E. Payment and Performance Bond; (per Contract EC 2024-36) To be provided within 2 weeks of GMP Addendum 01 execution.

(l) Standard Forms to be used:
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 three hundred sixty-five (365) 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 and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $2,667 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. 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.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 2 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:

_Wright Construction Company, Inc.

By: _____
Robbie Powell, Vice President
Civil Pre-construction

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

WRIGHT
CONSTRUCTION GROUP

June 11, 2025

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33901

Attention: Robert Wiley
Project Manager

Subject: Village of Estero
Utility Expansion Program
Phase 1 – Cypress Bend RV Resort & Sunny Grove Park

Dear Mr. Wiley:

With great pleasure, Wright Construction presents this Guaranteed Maximum Price (GMP) Submission for the Village of Estero's project. In preparation for this proposal, the Wright Construction Team has worked diligently to provide an extensive evaluation of every aspect of the project. This evaluation has included value engineering analysis, constructability, and utilization of local resources to deliver a cost-effective solution for the Village.

As this project transitions into the Construction Phase, you can be confident our team will continue to bring the same high level of commitment, experience, talent, quality, and expertise to make every facet of this project a complete success.

The enclosed estimate represents the Guaranteed Maximum Price of $4,661,233.00 and is based on the information contained within this proposal. This proposal will be part of our agreement, providing additional clarification to all parties.

We look forward to your approval and proceeding with construction. If you have any questions, please do not hesitate to contact us.

Sincerely,

Robbie Powell
Vice-President of Civil Pre-construction

Enclosure

(239) 481-5000 | WCGFL.COM | INFO@WCGFL.COM | CGC 053444

CORPORATE HEADQUARTERS
5811 Youngquist Road
Fort Myers, FL 33912

DOWNTOWN FORT MYERS
1821 Victoria Avenue, Ste 1
Fort Myers, FL 33901

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

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VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 1: PROJECT SUMMARY
06/11/25

The project has 2 separate locations:

Cypress Bend RV Resort's main entrance is located about 0.4 miles south of Estero Parkway off S Tamiami Trail/US 41/SR 45 in Section 28, Township 46 South, Range 25 East, Lee County, Florida.

Sunny Grove Park's main entrance is located about 0.4 miles north of Corkscrew Road off S Tamiami Trail/US 41/SR 45 in Section 28, Township 46 South, Range 25 East, Lee County, Florida.

Cypress Bend's portion of the project generally consists of, but is not necessarily limited to, the following:

- ✓ Erosion Control (Silt Fence & Inlet Protection)
- ✓ Temporary Access Road
- ✓ Maintenance of Traffic (Design & Implementation)
- ✓ Clearing & Grubbing
- ✓ 12", 10", & 6" Water Mains
- ✓ 12" Water Main Horizontal Directional Drill
- ✓ Water Main Valves & Fittings
- ✓ Fire Hydrant
- ✓ 6" Master Water Meter Assembly
- ✓ 10" Water Main Abandonment
- ✓ Connections to Existing Water Mains
- ✓ 6" & 4" Force Mains
- ✓ 6" Force Main Horizontal Directional Drill
- ✓ Force Main Valves & Fittings
- ✓ 4" Force Main Abandonment
- ✓ Complete Restoration of Disturbed Areas
- ✓ Rehabilitation of an Existing Wastewater Lift Station (Pump Station)
    - Bypass Pumping
    - Removal Existing Pumps and Pipe
    - Clean, Repair, & Re-coat Existing Wet Well
    - New Pumps & Controls
    - New Piping
    - New 3 Phase Power to Site
    - Electrical
    - Grounding & Lightning Protection
    - Telemetry

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 1: PROJECT SUMMARY
06/11/25

- ✓ Wastewater Treatment Plant Decommissioning & Demolition
  - Removal & Disposal of Sludge, Debris, & Wastewater
  - Demolition and Removal of Treatment Units to a depth of 24" Below Grade
  - Perforation of remaining portion of Treatment Units
  - Backfill Treatment Units
  - Treatment Pond Dewatering & Disposal
  - Excavate and Dispose of Pond Sediments
  - Fill Ponds
  - Regrade and Provide Ground Cover.

Sunny Grove Park's portion of the project generally consists of, but is not necessarily limited to, the following:

- ✓ Temporary Access
- ✓ Maintenance of Traffic (Design & Implementation)
- ✓ Clearing & Grubbing
- ✓ 8", 6" & 4" Force Mains
- ✓ 8" & 6" Force Main Horizontal Directional Drill
- ✓ Force Main Valves & Fittings
- ✓ Complete Restoration of Disturbed Areas
- ✓ New Wastewater Lift Station (Pump Station)
  - Wastewater Bypassing
  - Wet Well
  - Pumps & Controls
  - Piping
  - 4" Master Wastewater Meter Assembly
  - Pre-Engineered Platform
  - New 3 Phase Power to Site
  - Emergency Generator
  - Electrical
  - Grounding & Lightning Protection
  - Telemetry
  - Concrete Pads & Curbing
  - Conversion of Existing Lift Station to Master Manhole
  - Driveway
  - Fence & Gate
  - Landscaping
  - Ground Cover
- ✓ Wastewater Treatment Plant Decommissioning & Demolition
  - Removal & Disposal of Sludge, Debris, & Wastewater
  - Demolition and Removal of Treatment Units to a depth of 24" Below Grade
  - Perforation of remaining portion of Treatment Units

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 1: PROJECT SUMMARY
06/11/25

- Backfill Treatment Units
- Treatment Pond Dewatering & Disposal
- Excavate and Dispose of Pond Sediments
- Fill Ponds
- Regrade and Provide Ground Cover.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 2: LIST OF DRAWINGS
06/11/25

Drawing #	Drawing Description	Drawing Date	Revision Date
	Tetra Tech, Inc.		
	Package WWTP Utility Expansion		
	Cover Sheet	07/25/24	05/05/25
G-001	General Notes	07/25/24	05/05/25
G-002	General Notes	07/25/24	05/05/25
G-003	Legends and Abbreviations	07/25/24	
G-004	Key Sheet and Sheet Index	07/25/24	05/05/25
V-100	Cypress Bend Exiting Conditions	07/25/24	
V-300	Sunny Grove Existing Conditions	07/25/24	
V-301	Sunny Grove Existing Conditions	07/25/24	
V-302	Sunny Grove Existing Conditions	07/25/24	
C-101	Cypress Bend Plan and Profile	07/25/24	05/05/25
C-102	Cypress Bend Enlarged Plan		05/05/25
C-301	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-302	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-303	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-304	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-305	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-501	Civil Details	07/25/24	05/05/25
C-502	Civil Details	07/25/24	05/05/25
C-503	Civil Details	07/25/24	
C-504	Civil Details	07/25/24	05/05/25
D-101	Cypress Bend WWTP Demo Plan	07/25/24	05/05/25
D-102	Cypress Bend WWTP Proposed Site Plan	07/25/24	05/05/25
D-301	Sunny Grove WWTP Demo Plan	07/25/24	05/05/25
D-302	Sunny Grove Proposed Site Plan	07/25/24	05/05/25
D-501	Lift Station Details	07/25/24	
D-502	Process Details	07/25/24	05/05/25
D-503	Process Details	07/25/24	05/05/25
E-001	Electrical Legend	08/09/24	
E-101	Cypress Bend WWTP Demo Plan	02/26/24	
E-102	Cypress Bend WWTP Proposed Site Plan	08/09/24	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 2: LIST OF DRAWINGS
06/11/25

Drawing #	Drawing Description	Drawing Date	Revision Date
E-103	Cypress Bend WWTP Enlarged Site Plan	08/09/24	
E-104	Cypress Bend WWTP Single Line Diagram Demolition	08/09/24	
E-105	Cypress Bend WWTP Single Line Diagram Proposed	08/09/24	
E-301	Sunny Grove WWTP Demolition Plan	08/09/24	05/05/25
E-302	Sunny Grove Proposed Site Plan	08/09/24	05/05/25
E-303	Sunny Grove Enlarged Site Plan	08/09/24	05/05/25
E-304	Sunny Grove Single Line Diagram Demolition	08/09/24	05/05/25
E-305	Sunny Grove Single Line Diagram Proposed	08/09/24	05/05/25
E-501	Electrical Lift Station Details	08/09/24	
E-502	Electrical Lift Station Details	08/09/24	
E-503	Electrical Lift Station Details	08/09/24	
E-504	Electrical Lift Station Details	08/09/24	
E-505	Electrical Lift Station Details	08/09/24	
E-506	Electrical Lift Station Details	08/09/24	
E-507	Electrical Lift Station Details	08/09/24	
E-508	Electrical Lift Station Details	08/09/24	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
06/11/25

Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
	Technical Specifications – Bid Set (Tetra Tech)			
	Private WWTP Utility Expansion			
	Cover Page	1	1	
	Table of Contents	4	2-5	
	Division 1 – General Requirements	1	6	
01 11 00	Summary of Work	4	7-10	
01 22 13	Measurement and Payment	12	11-22	
01 26 00	Change Order and Field Directive Change Procedures	4	23-26	
01 31 13	Project Coordination	4	27-30	
01 31 19	Project Meetings	2	31-32	
01 32 16	Progress Schedule	4	33-36	
01 33 00	Submittals	12	37-48	
01 33 13	Special Project Procedures	4	49-52	
01 37 00	Schedule of Values	3	53-55	
01 38 00	Preconstruction Photos/Videos	4	56-59	
01 42 00	Reference Standards	4	60-63	
01 42 13	Abbreviations	4	64-67	
01 43 00	Quality Control	6	68-73	
01 50 00	Field Engineering and Surveying	5	74-78	
01 54 00	Hurricane Preparedness	2	79-80	
01 55 26	Traffic Regulation	3	81-83	
01 56 80	Temporary Erosion and Sedimentation Control	4	84-87	
01 57 00	Construction Facilities and Temporary Controls	9	88-96	
01 60 70	Protected Species Permitting	3	97-99	
01 61 00	Material and Equipment	11	100-110	
01 73 29	Cutting and Patching	4	111-114	
01 74 00	Cleaning	4	115-118	
01 77 00	Contract Close Out	2	119-120	
01 78 23	Operation and Maintenance Manuals	6	121-126	
01 80 01	Collection System bypass Pumping System	3	127-129	
	Division 2 – Existing Conditions	1	130	
02 21 13	Lines and Grades	2	131-132	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
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02 40 00	Demolition	4	133-136	
02 50 00	Pipeline Removal and Grout Abandonment	6	137-142	
02 83 00	Lead Abatement	8	143-150	
	Division 3 - Concrete	1	151	
03 11 00	Concrete Formwork	8	152-159	
03 15 00	Concrete Accessories	9	160-168	
03 20 00	Concrete Reinforcing	6	169-174	
03 30 53	Concrete for Non-Plant Work	6	175-180	
03 40 00	Precast Concrete Structures	5	181-185	
	Division 5 – Metals	1	186	
05 53 00	Metal Grating, Trench Covers and Floor Plates	8	187-194	
05 56 00	Metal Castings	2	195-196	
05 57 00	Structural Aluminum	3	197-199	
05 58 00	Pipe & Tube Rails	7	200-206	
	Division 9 – Finishes	1	207	
09 90 00	Painting and Coating	53	208-260	
	Division 22 – Submersible Sewage Pumps	1	261	
22 13 29	Submersible Sewage Pumps	11	262-272	
	Division 26 - Electrical	1	273	
26 05 02	Basic Electrical Materials & Methods	9	274-282	
26 05 11	Special Electrical Requirements	11	283-293	
26 05 19	Low Voltage Wires & Cables	6	294-299	
26 05 26	Grounding & Bonding for Electrical Systems	4	300-303	
26 05 29	Hangers and Supports for Electrical Systems	3	304-306	
26 05 33	Conduit Systems	5	307-311	
26 05 43	Underground Ducts and Ductbanks	6	312-317	
26 05 53	Identification of Electrical Systems	5	318-322	
26 05 70	Wiring Devices	3	323-325	
26 05 73	Short Circuit & Coordination Study & Arc Flash Hazard Analysis	8	326-333	
26 08 00	Acceptance Testing and Performance Verifications	11	334-344	
26 24 16	Panelboards	3	345-347	
26 24 20	Electric Motors	7	348-354	
26 27 13	Electric Service	2	355-356	
26 28 11	Circuit Breakers & Fused Switches – Low Voltage	2	357-358	
26 29 13	Control Panels	6	359-364	
26 32 13	Diesel Engine Driven Generator Sets	18	365-382	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
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26 36 00	Automatic Transfer Switches	5	383-387	
26 23.13	Safety Switches and Disconnects	2	388-389	
26 41 00	Lightning Protection Systems	5	390-394	
26 43 00	Surge Protection Systems	11	395-405	
26 50 00	Lighting Fixture	7	406-412	
	Division 31 – Earthwork	1	413	
31 10 00	Site Clearing	4	414-417	
31 23 16	Excavation – Earth and Rock	10	418-427	
31 23 19	Groundwater Control	4	428-431	
31 23 23	Backfilling	10	432-441	
31 40 00	Shoring, Sheeting and Bracing	4	442-445	
	Division 32 – Exterior Improvements	1	446	
32 10 01	Pavement Repair and Restoration	6	447-452	
32 16 00	Sidewalk, Driveways and Curbs	7	453-459	
32 31 13	Chain Link Fencing and Gate	9	460-468	
32 90 01	Landscape Work	10	469-478	
32 92 00	Lawn Restoration	5	479-483	
	Division 33 - Utilities	1	484	
33 01 37	Cleaning Sanitary Sewer Systems	6	485-490	
33 05 01	Leakage Testing	6	491-496	
33 05 03	Laying and Jointing Buried Pipelines	10	497-506	
33 05 13	Sewer Manholes	6	507-512	
33 05 14	HDPE Concrete Protective Lining	4	513-516	
33 05 23	Jacking, Auguring, and Mining	6	517-522	
33 05 24	Horizontal Directional Drilling	14	523-536	
33 11 01	Polyvinyl Chloride (PVC) Watermain	5	537-541	
33 11 02	High Density Polyethylene (HDEP) Pipe and Fittings	8	542-549	
33 11 03	Ductile Iron Pipe and Fittings	9	550-558	
33 11 12	Disinfection	2	559-560	
33 12 16	Water Valves and Appurtenances	8	561-568	
33 31 01	Polyvinyl Chloride (PVC) Gravity Sewer Pipe	4	569-572	
33 31 04	Reinforced Concrete Sewer Pipe and Pre-Cast Wet Well Sections	5	573-577	
33 34 01	Polyvinyl Chloride (PVC) Force Main Pipe	4	578-581	
33 34 12	Waste Water Valves and Appurtenances	12	582-593	
33 34 21	Flow Measurement	3	594-596	
	Division 40 – Process Integration	1	597	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

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SECTION 3: LIST OF SPECIFICATIONS
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40 95 13	Instrumentation and Control Systems	16	598-613	
	Appendices		614	
	Appendix A – CRAS Reports	1	615	
	Cultural Resource Assessment Survey of the Cypress Bend Wastewater Treatment Facility	49	616-664	
	Cultural Resource Assessment Survey of the Sunny Grove Wastewater Treatment Facility and Force Main	84	665-748	
	Cultural Resource Assessment Survey of the Estero Bay Village Wastewater Treatment Facility and Proposed Force Main	69	749-817	
	Appendix B – Record Drawings	1	818	
	Cypress Bend RV Resort - Lift Station	1	819	
	Cypress Bend RV Resort – Wastewater Treatment Plant	1	820	
	Tahiti Mobile Village – Wastewater Treatment Plant	3	821-823	
	Estero River Groves Trailer Park - Sewage System	2	824-825	
	Sunny Grove Trailer Park – Wastewater Treatment Plant	2	827-827	
	Appendix C – Subsurface Utility Exploration Information	1	828	
	Soft Dig Test Hole Data Sheets	5	829-833	
	Appendix D – Geotechnical Report	1	834	
	Subsurface Soil Exploration Estero Wastewater Conversion	20	835-854	
	Appendix E – Decommissioning Letters	1	855	
	Cypress Bend WWTP Decommission Plan	2	856-857	
	Estero Bay Village WWTP Decommission Plan	2	858-859	
	Sunny Grove WWTP Decommission Plan	2	860-861	
	Appendix F – Permits	1	862	
	Florida Department of Environmental Protection (FDEP) Village of Estero WWTP Sunny Grove Force Main	17	863-879	
	Florida Department of Transportation (FDOT) Utility Permit	27	880-906	
	Florida Department of Transportation (FDOT) Stormwater Pollution Prevention	5	907-911	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
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Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
	Armorock Polymer Concrete			
	Standard Specification – Polymer Concrete Lift Stations			

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 4: GUARANTEED MAXIMUM PRICE
06/11/25

As described in this document, the Guaranteed Maximum Price for the work involved in this project is **$4,661,233.00 (Four Million Six Hundred Sixty-One Thousand Two Hundred Thirty-Three and No/100 Dollars)**.

This GMP includes all contract documents, alternates, clarifications/assumptions / qualifications, allowances, exclusions, schedule assumptions, and construction manager labor rates as stated or utilized in this and other sections of this proposal

A further breakdown of this estimate is shown in the following recap sheets.

Supplemental Conditions included in the GMP but not included in the Specifications:
Koreshan State Park Permanent Utility Easement – Archaeological Monitoring (See Exhibit A)
Seminole Gulf Railway Temporary Construction License Agreement – Insurance and Flagman/Inspector (See Exhibit B)

The following breakdown is provided for your convenience:

Cypress Bend RV Resort	$2,120,269.00
Sunny Grove Park	$2,522,229.00
Stub to Broadway East (US41 & County Rd.)	$18,735.00
Total Guaranteed Maximum Price (GMP)	**$4,661,233.00**
Cypress Bend RV Resort Water Main Reimbursement	($241,287.00)
Net Guaranteed Maximum Price	**$4,419,946.00**

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
GMP DETAIL
06/11/25

Cost Code	Description	Cost Type 2 Labor	Cost Type 4 Rental	Cost Type 5 Material	Cost Type 6 Subcontracts	Cost Type 7 Other Costs	Cost Type 8 Outside Labor	Totals
	DIVISION 01 - GENERAL REQUIREMENTS							
01 00 22	Public Information Officer	$ -	$ -	$ -	$ 39,910.00	$ -	$ -	$ 39,910.00
01 00 25	Archaeological Monitoring	$ -	$ -	$ -	$ 26,125.00	$ -	$ -	$ 26,125.00
01 00 26	Construction Engineering Inspection (CEI) (Allowance)	$ -	$ -	$ -	$ 100,000.00	$ -	$ -	$ 100,000.00
01 00 27	Maintenance of Traffic Design (Estero Plwy)	$ -	$ -	$ -	$ 15,000.00	$ -	$ -	$ 15,000.00
01 00 28	Owner Allowance (FPL 3 Phase Power)	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00
01 00 29	Railroad Inspector	$ -	$ -	$ -	$ -	$ 6,320.00	$ -	$ 6,320.00
01 30 00	**ADMINISTRATIVE REQUIREMENTS**							
01 31 00	**Project Management and Coordination**							
01 31 01	Project Superintendent	$ 180,000.00	$ -	$ -	$ -	$ -	$ -	$ 180,000.00
01 31 03	Project Manager	$ 118,272.00	$ -	$ -	$ -	$ -	$ -	$ 118,272.00
01 31 04	Project Executive	$ 48,096.00	$ -	$ -	$ -	$ -	$ -	$ 48,096.00
01 31 05	Project Administrator	$ 37,632.00	$ -	$ -	$ -	$ -	$ -	$ 37,632.00
01 31 07	General Superintendent	$ 41,760.00	$ -	$ -	$ -	$ -	$ -	$ 41,760.00
01 32 00	**Construction Progress Documentation**							
01 32 34	Pre & Post Construction Video	$ -	$ -	$ -	$ -	$ 1,350.00	$ -	$ 1,350.00
01 33 00	**Submittals Procedures**							
01 33 70	Software Fee (Procore Project Management)	$ -	$ -	$ -	$ -	$ 6,992.00	$ -	$ 6,992.00
01 35 00	**Special Procedures**							
01 35 26	Safety Training / Inspections	$ -	$ -	$ -	$ 6,300.00	$ -	$ -	$ 6,300.00
01 40 00	**QUALITY REQUIREMENTS**							
01 41 00	**Regulatory Requirements**							
01 41 26	Permits (NPDES)	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
01 45 00	**Quality Control**							
01 45 23	QC, Testing & Inspections	$ -	$ -	$ -	$ 11,100.00	$ -	$ -	$ 11,100.00
01 50 00	**TEMPORARY FACILITIES AND CONTROLS**							
01 52 00	**Construction Facilities**							
01 52 19	Sanitary Facilities	$ -	$ 9,000.00	$ -	$ -	$ -	$ -	$ 9,000.00
01 55 00	**VEHICULAR ACCESS AND PARKING**							
01 55 26	Traffic Control	$ -	$ 45,500.00	$ -	$ -	$ -	$ 5,000.00	$ 50,500.00
01 57 00	**Temporary Controls**							
01 57 13	Erosion Control	$ -	$ -	$ -	$ 10,980.00	$ -	$ -	$ 10,980.00
01 58 00	**Project Identification**							

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
GMP DTAIL
06/11/25

Cost Code	Description	Cost Type 2 Labor	Cost Type 4 Rental	Cost Type 5 Material	Cost Type 6 Subcontracts	Cost Type 7 Other Costs	Cost Type 8 Outside Labor	Totals
01 58 13	Temporary Project Signage	$ -	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
01 70 00	**EXECUTION AND CLOSEOUT REQUIREMENTS**							
01 71 00	**Execution and Preparation**							
01 71 23	Survey / Layout / As-builts	$ -	$ -	$ -	$ 30,415.00	$ -	$ -	$ 30,415.00
01 73 00	**Execution**							
01 73 10	Equipment Rental	$ -	$ 36,000.00	$ -	$ -	$ -	$ -	$ 36,000.00
01 73 20	Fuel - Equipment Rental	$ -	$ -	$ -	$ -	$ 19,644.00	$ -	$ 19,644.00
01 73 50	Miscellaneous Field Expenses	$ -	$ -	$ -	$ -	$ 9,450.00	$ -	$ 9,450.00
01 74 00	**Cleaning and Waste Management**							
01 74 19	Waste Removal	$ -	$ -	$ -	$ -	$ 4,500.00	$ -	$ 4,500.00
01 74 23	Final Cleaning	$ -	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
	DIVISION 02 - EXISITING CONDITIONS							
02 40 00	**DEMOLITION AND STRUCTURE MOVING**							
02 41 00	**Demolition**							
02 41 13	Site Demolition	$ -	$ -	$ -	$ -	$ 352,157.00	$ -	$ 352,157.00
02 41 16	Structure Demolition	$ -	$ -	$ -	$ -	$ 328,055.00	$ -	$ 328,055.00
	DIVISION 32 - EXTERIOR IMPROVEMENTS							
32 80 00	**IRRIGATION**							
32 80 00	Irrigation & Landscape Restoration (Estero Pkwy)	$ -	$ -	$ -	$ 9,550.00	$ -	$ -	$ 9,550.00
	DIVISION 33 - UTILITIES							
33 01 00	**Operation and Maintenance of Utilities**							
33 01 00	General Site Utilities	$ -	$ -	$ -	$ 547,985.00	$ -	$ -	$ 547,985.00
33 32 00	**Wastewater Utility Pumping Stations**							
33 32 00	Sanitary Equipment	$ -	$ -	$ -	$ 1,711,627.00	$ -	$ -	$ 1,711,627.00
	SUBTOTALS							
	SUBTOTAL	**$ 425,760.00**	**$ 90,500.00**	**$ -**	**$ 2,508,992.00**	**$ 987,468.00**	**$ 5,000.00**	**$ 4,017,720.00**
	BONDS AND INSURANCE							
01 00 16	Performance & Payment Bonds	$ 7,409.00	$ 1,575.00	$ -	$ 43,663.00	$ 17,184.00	$ 87.00	$ 69,918.00
01 00 17	General Liability Insurance	$ 5,927.00	$ 1,260.00	$ -	$ 34,930.00	$ 13,748.00	$ 70.00	$ 55,935.00
01 00 18	Railroad Liability Insurance						$ 5,000.00	$ 5,000.00
	SUBTOTALS							
	SUBTOTAL	**$ 439,096.00**	**$ 93,335.00**	**$ -**	**$ 2,587,585.00**	**$ 1,018,400.00**	**$ 10,157.00**	**$ 4,148,573.00**

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
GMP DTAIL
06/11/25

Cost Code	Description	Cost Type 2 Labor	Cost Type 4 Rental	Cost Type 5 Material	Cost Type 6 Subcontracts	Cost Type 7 Other Costs	Cost Type 8 Outside Labor	Totals
	CONTINGENCY							
01 21 16	Owner Contingency (5.5%)	$ 24,150.00	$ 5,133.00	$ -	$ 142,317.00	$ 56,012.00	$ 559.00	$ 228,171.00
	SUBTOTALS							
	SUBTOTAL	**$ 463,246.00**	**$ 98,468.00**	**$ -**	**$ 2,729,902.00**	**$ 1,074,412.00**	**$ 10,716.00**	**$ 4,376,744.00**
	FEE							
	CMAR Fee (6.5%)	$ 30,111.00	$ 6,400.00	$ -	$ 177,444.00	$ 69,837.00	$ 697.00	$ 284,489.00
	TOTALS							
	TOTAL	**$ 493,357.00**	**$ 104,868.00**	**$ -**	**$ 2,907,346.00**	**$ 1,144,249.00**	**$ 11,413.00**	**$ 4,661,233.00**

Wright Construction Group, Inc. Project Hourly Wage Rates for 2025 - 2026		
01 31 01	Project Superintendent	$ 125.00
01 31 03	Project Manager	$ 132.00
01 31 04	Project Executive	$ 167.00
01 31 05	Project Administrator	$ 84.00
01 31 07	General Superintendent	$ 145.00

Wage rates include:
Payroll Taxes, Vehicle, Vacation, Health Insurance, Holidays, Sick Days, Retirement Plan, Workers Compensation, Training, Cell Phone, and Bonuses.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 5: CLARIFICATIONS / ASSUMPTIONS / QUALIFICATIONS
06/11/25

The clarifications/assumptions/qualifications contained in this proposal constitute the final agreement concerning each of these items and supersede prior drawings, specifications, agreements, correspondence, and understandings between the Construction Manager and the Owner.

Subheadings are for ease of reference only.

DIVISION 1

GENERAL

1) The GMP is not a line item GMP.
2) The following will be furnished by the Owner at no cost to the Construction Manager:
   a. CAD Files, including any and all revisions of the plans.
   b. CAD Files of property surveys.
   c. Village permit fees, except Electrical and Demolition
3) All colors to be selected for this project will be standard manufacturer's colors. No cost of special colors is included in this estimate.
4) KBJ Development Services Inc – Wright Construction Group may engage the services of KBJ Development – a company with which it shares mutual ownership – to perform a specific scope of service. The estimated percentage of work conducted by KBJ would not exceed 3%. The partnership allows us to combine our expertise and resources to ensure a seamless workflow and uphold the highest quality standards.

PERMITTING, ENVIRONMENTAL COMPLIANCE, IMPACT FEES AND EASEMENTS

5) This estimate assumes that all other permits, environmental studies, and investigations, including asbestos and lead paint studies, have been completed and paid for directly by the Owner. No other permits, studies, or investigations are included in this estimate.
6) No handling or removal of asbestos or hazardous materials or handling of asbestos or hazardous materials is included.
7) No lead paint removal is included in this estimate.
8) No impact fees are included in this estimate.
9) This estimate assumes that all required easements and/or rights-of-way have been secured and/or paid for by the Owner. If unsecured easements and/or rights-of-way exist, this estimate assumes that they will be obtained and paid for by others so as not to impact the construction schedule.
10) No utility fees (power, water, sewer, stormwater, telephone, gas, etc.) are included in this estimate, including fees and costs for design, assessments, connection, usage, etc.

SCHEDULE, WEATHER AND WORK HOURS

11) The GMP assumes that work may take place during regular working hours of 7:00 AM to 5:00 PM Monday through Saturday. No allowance has been made to accelerate the schedule and work outside these regular hours. If the Construction Manager is required to accelerate the

schedule or work outside of these regular working hours for reasons outside of the Construction Manager's control, the schedule and the GMP will be adjusted accordingly.

12) The GMP assumes construction operations will not be allowed on Sundays without the approval of the Owner's Project Manager. Such approval shall not be unreasonably withheld. If such approval is withheld and it thereby results in a delay or delays to the project, it will be cause for an increase in the GMP and/or an extension of time.

RESPONSIBILITIES AND INSPECTIONS

13) The estimate does not include the cost of any inspections, except as listed in the GMP, required by the Owner or Governmental Agencies having jurisdiction over the work.
14) The estimate assumes that unrestricted access, except as stated in the contract documents listed in this proposal, to the site will be provided by the Owner at no cost to the Construction Manager including use of existing roads and entryways.
15) The estimate includes coordination with the Owner's consultants and the Owner's other contractors (if any) but does not include supervising the work of the Owner's consultants or the Owner's other contractors.
16) The estimate does not include any cost of the work necessitated by the actions or inactions of Owner's consultants or the Owner's other contractors.

DIVISION 2 – SITEWORK

1) It shall be the responsibility of others to locate any underground utilities within the boundaries of the temporary construction easement. Repair of any damaged utilities and/or infrastructure that are not located or are improperly located will be at the expense of the owner of said utilities or infrastructure.
2) WCG will be utilizing the existing paved entry for access to Sunny Grove Park during construction of the Lift Station and Decommissioning of the WWTP.
3) WCG will not be utilizing the existing paved entry for access to Cypress Bend RV Resort during reconstruction of the Lift Station and Decommissioning of the WWTP.
4) No allowance has been included for recording and preserving historical and archeological finds.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 6: ALLOWANCES
06/11/25

The following allowances are included in the estimates. These amounts are based on our best estimate of the value of each item or the amount stipulated by the Owner. When the actual costs of these items are determined, a change order will be issued adjusting the contract amount accordingly.

The project team shall endeavor to complete the project in such a manner to achieve the allowances stated herein and keep the total project cost within the Guaranteed Maximum Price:

Item No.	Description	Amount
1	01 00 26 Construction Engineering Inspection (CEI)	$100,000.00
2	01 00 28 Owner Stipulated Allowance (FPL 3 Phase Power)	$250,000.00
3	01 21 16 Owner Contingency Fund	$228,171.00

WRIGHT CONSTRUCTION GROUP

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 7: EXCLUSIONS
06/11/25

The following items are specifically excluded from this estimate. These items were excluded based upon previous discussions indicating that they were to be provided by others or that they were not to be included in the project cost. In some instances, these items have been excluded because they were determined to be unnecessary.

Item #	Description
1	Impact Fees.
2	Utility Connection Fees
3	Special Inspection Fees
4	Permits Fees, except fees for the SWPPP, Electrical, & Demo Permits
5	Davis – Bacon Wage Rates
6	FDOT Right of Way Permit
7	Lee Country Right of Way Permits
8	Village of Estero Right of Way Permit Fee
9	Building Permits
10	Remediation, handling, or disposal of hazardous and / or contaminated materials below grade. If encountered, the work will be halted until such time as these conditions can be address by all stake holders.
11	Removal, protection, or relocation of endangered species.
12	Archaeological Monitoring does not include costs related to finding human remains
13	Standby costs related to work stoppage due to finding archaeological artifacts

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

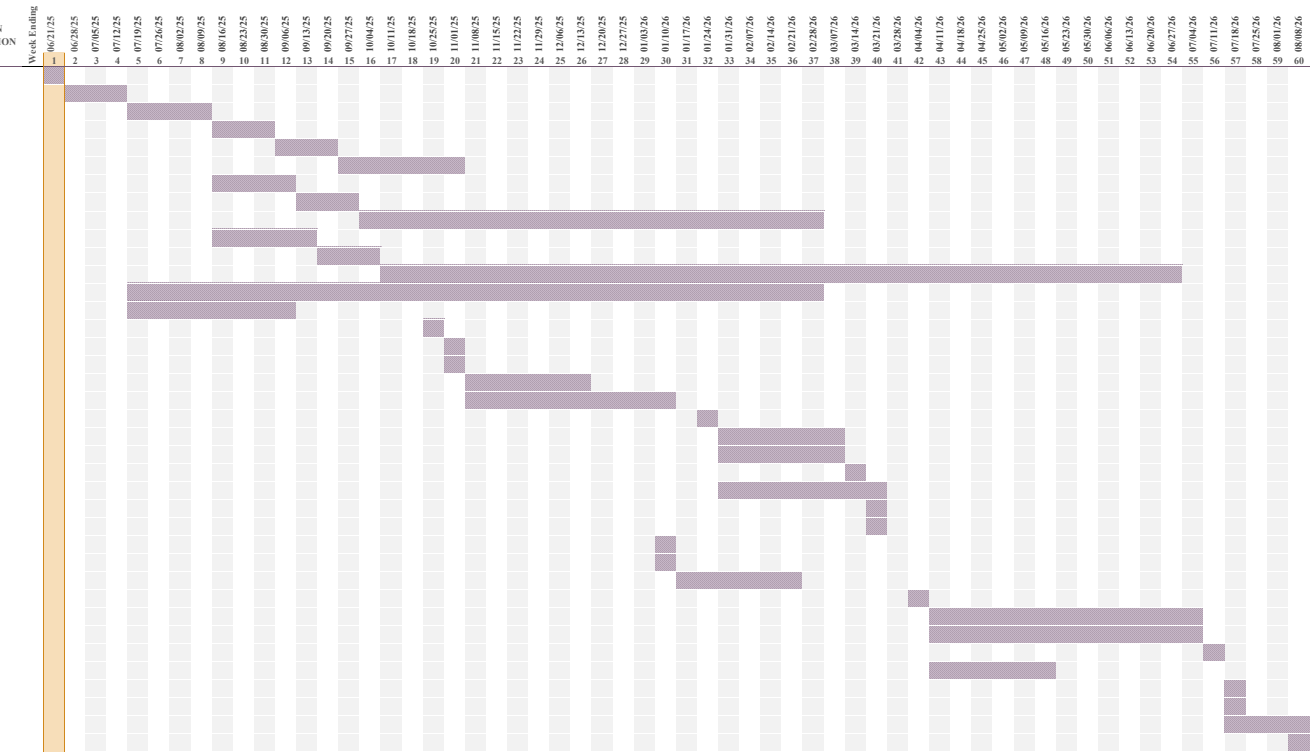
SECTION 8: SCHEDULE
06/11/25

The actual start date will be determined after all permits are received and the Notice to Proceed is issued by the Village of Estero. All work will be completed in 420 calendar days.

The following Bar Chart is the Preliminary Schedule for the work.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
PRELIMINARY SCHEDULE

ACTIVITY	PLAN START	PLAN DURATION
Village Council Approval	1	1
Notice to Proceed/Contract	2	3
Subcontracts/Commitments	5	4
Submittals (01-General)	9	3
Submittals (01) Review/Approvals	12	3
Procurement (01-General)	15	6
Submittals (02-Pumps/Panels/Precast)	9	4
Submittal (02) Review/Approvals	13	3
Procurement (02-Pumps/Panels/Precast)	16	22
Submittal (03-Generator)	9	5
Submittal (03 Review/Approval)	14	3
Procurement (03-Generator)	17	38
FPL (3 Phase Power)	5	33
CB MOT Design (Estero Pkwy)	5	8
CB MOT Set-Up	19	1
CB Erosion Control	20	1
CB Temp Entry	20	1
CB Force Main	21	6
CB Water Main	21	10
CB Wastewater Bypass System Set-Up	32	1
CB Wastewater Bypass Pumping	33	6
CB Lift Station	33	6
CB LCU Walk Through-Start-Up	39	1
CB WWTP Decommissioning	33	8
CB Substantual Completion	40	1
CB Final Clean-up & Punchout	40	1
SG MOT Set-Up	30	1
SG Erosion Control	30	1
SG Force Main	31	6
SG Wastewater Bypass System Set-Up	42	1
SG Wastewater Bypass Pumping	43	13
SG Lift Station	43	13
SG LCU Walk Through-Start-Up	56	1
SG WWTP Decommissioning	43	6
CB Substantual Completion	57	1
CB Final Clean-up & Punchout	57	1
Closeout Documentation	57	4
Final Completion	60	1



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VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 9: BID TABULATION
06/11/25

Wright Construction Group advertised for bids in the News-Press on April 26, 27, and 28, 2025. (See Exhibit C- AFFIDAVIT OF PUBLICATION)

On May 1, 2025, Wright Construction Group held a Non-Mandatory Prebid Meeting.

The original bid date was extended 6 days, allowing bidders additional time to prepare their bids.

Wright Construction Group utilized our Subcontractor/Vendor database to specifically invite 63 firms to bid this project. All invited firms were called encouraging them to bid at least once. 21 firms declined, 14 firms indicated they would bid, and 28 did not indicate their intentions. 7 firms submitted bids. 4 of the 7 firms were Rejected for Cause (see below)

Additionally, 8 professional service firms were contacted for pricing. 7 of the 8 firms submitted pricing.

Bids Received and Rejected for Cause

ABC Electric Service Inc submitted a bid for Bid Package 04 Cypress Bend – Lift Station, The bid was for electrical only. Therefore, this bid did not comply with the bid requirements. Additionally, we compared like-items to the other bid received. ABC Electric Services was 67.4% high.

ABC Electric Service Inc submitted a bid for Bid Package 10 Sunny Grove – Lift Station, The bid was for electrical only. Therefore, this bid did not comply with the bid requirements. Additionally, we compared like-items to the other bid received. ABC Electric Services was 44.9% high.

Acme Barricades submitted pricing for Maintenance of Traffic (MOT) devices only and did not provide pricing for MOT design. Therefore, this bid did not comply with the bid requirements

Blevins Road Boring submitted a bid for 12” HDPE DR-11 Horizontal Directional Drill (HDD). The bid was for labor and equipment only and contained multiple exclusions. Therefore, this bid did not comply with the bid requirements

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 9: BID TABULATION
06/11/25

Bid Package	Bidder/Vender	Total Bid	Notes
1	**Cypress Bend - Erosion Control & Site Signage**		
	Kate's Envro Fence	$ 7,800.00	Bid Form, Addenda, No Bond
2	**Cypress Bend - Maintanance of Traffic**		
	No Bids Reveived		
3	**Cypress Bend - Underground Utilities**		
	Cabana Construction	$ 332,920.46	Bid Form, Addenda, Bond
	MAJ Contracting	$ 874,749.80	Bid Form, Addenda, Bond
4	**Cypress Bend - Lift Station**		
	MAJ Contracting	$ 526,725.07	Bid Form, Addenda, Bond
5	**Cypress Bend - WWTP Demolition**		
	Honc Destruction	$ 163,770.00	Bid Form, Addenda, Bond
6	**Cypress Bend - WWTP Pond Abandonment**		
	Honc Destruction	$ 304,365.00	Bid Form, Addenda, Bond
7	**Sunny Grove - Erosion Control & Site Signage**		
	Kate's Envro Fence	$ 3,180.00	Bid Form, Addenda, No Bond
8	**Sunny Grove - Maintanance of Traffic**		
	No Bids Reveived		
9	**Sunny Grove - Underground Utilities**		
	Cabana Construction	$ 215,064.00	Bid Form, Addenda, Bond
	MAJ Contracting	$ 575,632.71	Bid Form, Addenda, Bond
10	**Sunny Grove - Lift Station**		
	MAJ Contracting	$ 1,184,900.71	Bid Form, Addenda, Bond
11	**Sunny Grove - WWTP Demolition**		
	Honc Destruction	$ 164,285.00	Bid Form, Addenda, Bond
12	**Sunny Grove - WWTP Pond Abandonment**		
	Honc Destruction	$ 47,792.00	Bid Form, Addenda, Bond

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 10: EXHIBITS
06/11/25

A. Koreshan State Park FDEP Letter of Consent (Sunny Grove Park) 8 Pages
B. Seminole Gulf Railway Temporary Construction License (Cypress Bend RV Resort) 10 Pages
C. Bid Advertisement – Affidavit of Publication News-Press 2 Pages

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

December 16, 2022

Lee County Utilities
Attn: Nathan Beals, Manager
1500 Monroe Street, 1st Floor
Fort Myers, Florida 33907
Nbeals@leegov.com

Re: Force Main Easement

Dear Mr. Beals:

Thank you for contacting the Division of Recreation and Parks (DRP), leaseholder of Koreshan State Park (Park) under Lease Number 3630. DRP has reviewed Lee County's and the Village of Estero's joint project that includes the installation of force main piping across Park lands, to become part of Lee County's wastewater collection system. DRP has determined this request is not inconsistent with the goals of the Park's approved unit management plan.

Please be aware, however, that this letter should accompany your request for easement to the Division of State Lands, Bureau of Public Land Administration. For more information, visit their website at https://floridadep.gov/lands/bureau-public-land-administration DRP has determined that it has no objection to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (GRANTOR), issuing this easement to Lee County (GRANTEE), in those areas as depicted in the attached **Exhibit "A",** subject to the following special conditions:

Special Conditions for Koreshan State Park

A. GRANTEE shall contact the managing agency's park manager (Park Manager) of Koreshan State Park (Park) by phone at (239) 253-1673, not less than (14) days in advance of GRANTEE'S initial planned entry into the Park. At the discretion of the Park Manager, an onsite meeting with GRANTEE'S project manager may be required prior to accessing the Park.
B. GRANTEE shall follow all of the Park Manager's specialized instructions discussed at the pre-construction meeting.

C. GRANTEE shall contact the Florida Department of State, Division of Historical Resources (DHR), to determine if a certified archaeological monitor is required to be on-site for all ground-disturbing activities. Further, GRANTEE shall provide written confirmation to the Park Manager that the aforementioned determination from DHR has been obtained. Should an on-site monitor be required, GRANTEE shall provide one at GRANTEE'S sole cost and expense. DHR may be contacted directly at (850) 245- 6333

D. GRANTEE shall ensure that all stationary and mechanized equipment entering the Park is clean and does not contain any soil, plant, or animal remains in an effort to help prevent exotic or invasive species from entering the Park. The Park Manager may inspect all equipment prior to Park entry and deny access for equipment that has not been sufficiently cleaned. For complete decontamination guidelines visit https://bugwoodcloud.org/CDN/floridainvasives/DecontaminationGuidelines_Handout.pdf

E. GRANTEE at its sole cost and expense, shall repair all damages caused to the Park that is a direct result of its project activities. This may include, but not be limited to, natural vegetation (trees, grasses, groundcover vegetation or trail surface). All repairs shall be done to the satisfaction and approval of the Park Manager. Additionally, GRANTEE shall leave the Park in the same condition, if not better, as on the first day of planned entry.

F. GRANTEE is prohibited from commencing any construction work within the easement area prior to submitting final construction plans to the State of Florida Department of Environmental Protection, Division of Recreation and Parks (DRP) and receiving written approval from DRP.

G. GRANTEE shall post signs notifying Park visitors of construction activities.

Please do not hesitate to contact me at (850) 245-3084 or via email at daniel.alsentzer@dep.state.fl.us should you have any questions.

Sincerely,

Daniel Alsentzer
Environmental Administrator
Office of Park Planning

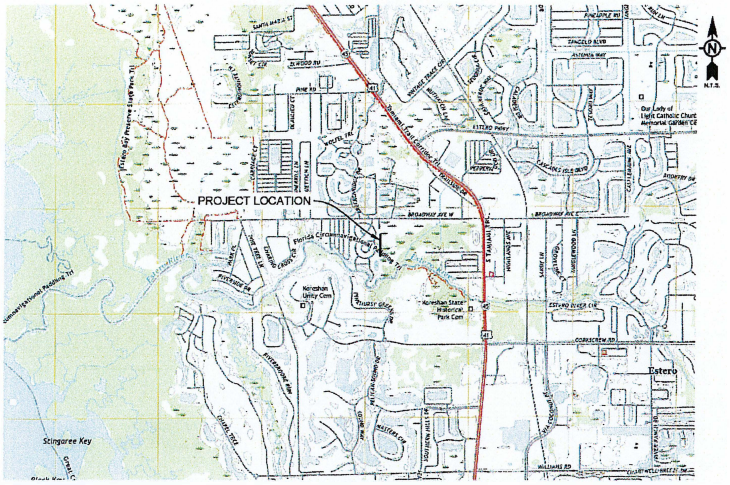
DA/dp
Attachment
cc: Ezell "BJ" Givens, Bureau Chief District 4
Zach Lozano, Park Manager, Koreshan State Park
Angel Granger, Planning Manager, OPP

December 16, 2022
Nathan Beals
Page **3** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST AS BEING S00°42'08"E.
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

TABLE OF CONTENTS

SHEET 1 COVER SHEET
SHEET 2 SURVEY
SHEET 3 LEGAL

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

LAWRENCE E. JENKINS
PROFESSIONAL
SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5364
TETRA TECH - LB #26

TETRA TECH
www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.385 FAX: 407.839.3790

SKETCH AND DESCRIPTION
UTLITY EASEMENT

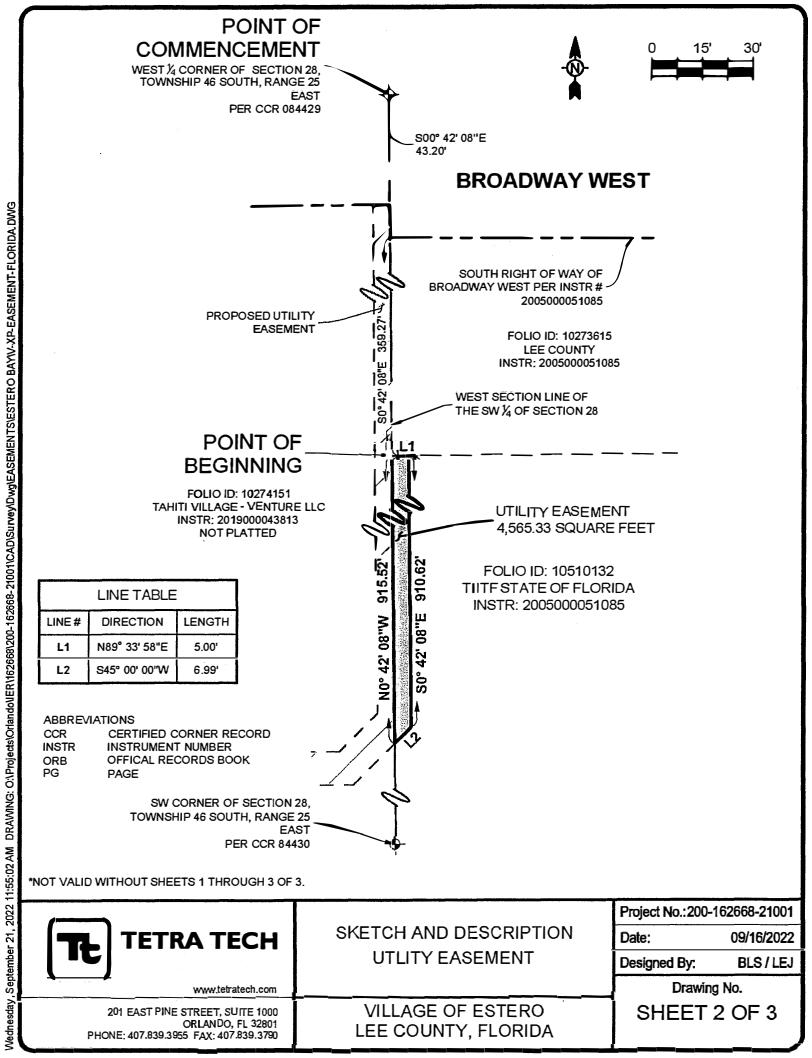
VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

Project No.:	200-162668-21001
Date:	09/16/2022
Designed By:	BLS / LEJ
Drawing No.	SHEET 1 OF 3

Wednesday, September 21, 2022 11:55:02 AM DRAWING: O:\Projects\Orlando\ER\162668200-162668-210011\CAD\Survey\Dwg\EASEMENTS\ESTERO BAY\V-XP-EASEMENT-FLORIDA.DWG

December 16, 2022
Nathan Beals
Page **4** of **8**

EXHIBIT "A"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89° 33' 58"E	5.00'
L2	S45° 00' 00"W	6.99'

ABBREVIATIONS
CCR CERTIFIED CORNER RECORD
INSTR INSTRUMENT NUMBER
ORB OFFICAL RECORDS BOOK
PG PAGE

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

SKETCH AND DESCRIPTION
UTLITY EASEMENT

VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

Project No.:200-162668-21001
Date: 09/16/2022
Designed By: BLS / LEJ
Drawing No.
SHEET 2 OF 3

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December 16, 2022
Nathan Beals
Page **5** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION - UTILITY EASEMENT

A PARCEL LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE WEST ¼ CORNER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25, THENCE RUN S.00°42'08"E., ALONG THE WEST LINE OF SAID SOUTHWEST ¼ FOR A DISTANCE OF 43.20 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BROADWAY WEST AS RECORDED IN INSTRUMENT NUMBER 2005000051085, THENCE CONTINUE S.00°42'08"E., FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N.89°33'58"., FOR A DISTANCE OF 5.00 FEET; THENCE RUN S.00°42'08"E., FOR A DISTANCE OF 910.62 FEET; THENCE RUN S.45°00'00"W., FOR A DISTANCE OF 6.99 FEET TO THE AFOREMENTIONED WEST LINE; THENCE RUN N.00°42'08"W., ALONG SAID WEST LINE FOR A DISTANCE OF 915.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,565.33 SQUARE FEET OR 0.1048 ACRES, MORE OR LESS.

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

TETRA TECH www.tetratech.com 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801 PHONE: 407.839.3955 FAX: 407.839.3790	SKETCH AND DESCRIPTION UTLITY EASEMENT VILLAGE OF ESTERO LEE COUNTY, FLORIDA	Project No.:200-162668-21001 Date: 09/16/2022 Designed By: BLS / LEJ Drawing No. SHEET 3 OF 3

Wednesday, September 21, 2022 11:55:02 AM DRAWING: O:\Projects\Orlando\IER\162668\200-162668-21001\CAD\Survey\Dwg\EASEMENTS\ESTERO BAY\V-XR-EASEMENT-FLORIDA.DWG

December 16, 2022
Nathan Beals
Page **6** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

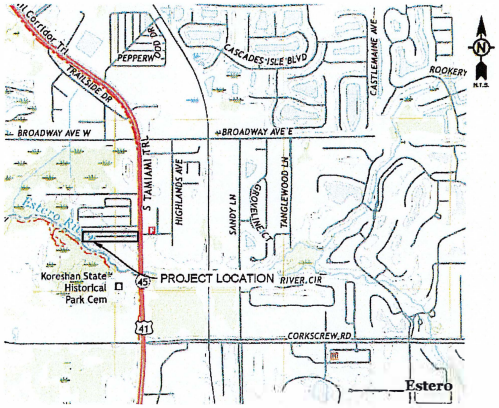


TABLE OF CONTENTS

SHEET 1 COVER
SHEET 2 SURVEY
SHEET 3 LEGAL

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 AS BEING N00°41'43"W.
3. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
4. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

LAWRENCE E. JENKINS
PROFESSIONAL
SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5364
TETRA TECH - LB #26

TETRA TECH
www.tetratech. com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

SKETCH AND DESCRIPTION
UTLITY EASEMENT

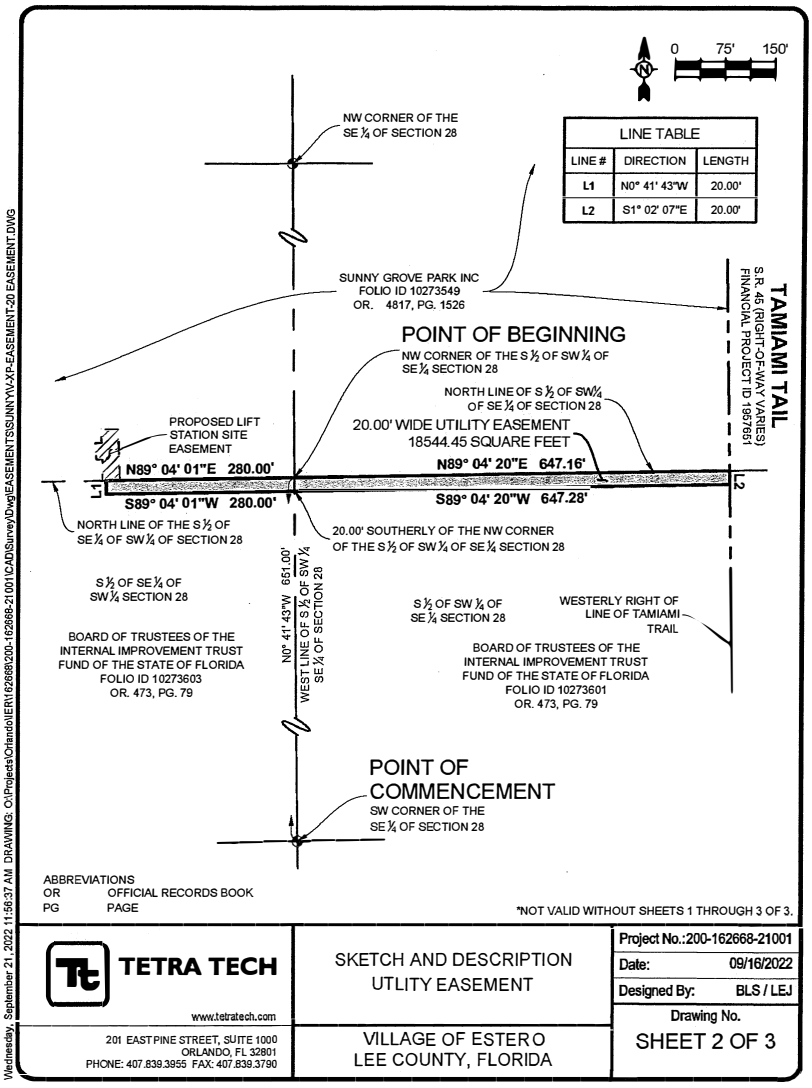
VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

Project No.:	200-162668-21001
Date:	09/16/2022
Designed By:	BLS / LEJ
Drawing No.	SHEET 1 OF 3

Wednesday, September 21, 2022 11:56:36 AM DRAWING: O:\Projects\Orlando\ER\162668200-162668-21001\CAD\Survey\Dwg\EASEMENTS\SUNNYW-XP-EASEMENT-20 EASEMENT.DWG

December 16, 2022
Nathan Beals
Page **7** of **8**

EXHIBIT "A"



December 16, 2022
Nathan Beals
Page **8** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION - 20' UTILITY EASEMENT

THAT PORTION THE NORTH 20.00 FEET OF THE SOUTH 1/2, OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION THE NORTH 20.00 FEET OF THE SOUTH 1/2, OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN N.00°41'43"W., ALONG THE WEST LINE OF THE SOUTH 1/2, OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 651.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN N.89°04'20"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 28, FOR A DISTANCE OF 647.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TAMIAMI TAIL (RIGHT OF WAY VARIES); THENCE RUN S.01°02'07"E., ALONG SAID WESTERLY RIGHT OF WAY, FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINES, RUN S.89°04'20"W., ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE FOR A DISTANCE OF 647.28 FEET; THENCE RUN S.89°04'01"W. ALONG A LINE 20.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 280.00 FEET; THENCE RUN N00°41'43"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.89°04'01"E., ALONG SAID NORTH LINE FOR A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING

CONTAINING 18,544.45 SQUARE FEET OR 0.4257 ACRES, MORE OR LESS.

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

TETRA TECH www.tetratech.com	SKETCH AND DESCRIPTION UTLITY EASEMENT	Project No.:200-162668-21001 Date: 09/16/2022 Designed By: BLS / LEJ Drawing No.
201 EAST PI NE STREET, SUITE 1000 O RLANDO FL 32801 PHONE: 407.839.3955 FAX: 407.839.3790	VILLAGE OF ESTERO LEE COUNTY, FLORIDA	SHEET 3 OF 3

Wed day, September 21, 2022 11:56:37 AM DRAWING:O:\Projects\Orlando\ER\162668\200-162668-21001\CAD\Survey\Dwg\EASEMENTS\SUNRYV-XP-EASEMENT-20 EASEMENT.DWG
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August 2, 2024

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT, made this 22nd day of August, 2024 ("AGREEMENT"), between **SEMINOLE GULF RAILWAY, L.P.**, a limited partnership under the laws of the State of Delaware (hereinafter referred to as **"SGLR"**) whose mailing address is 4110 Centerpointe Drive Suite 207, Fort Myers, Florida 33916 and **VILLAGE OF ESTERO** , a political subdivision of the State of Florida, (hereinafter referred to as **"VILLAGE"**) whose mailing address is 9401 Corkscrew Palms Circle, Estero, Florida 33928.

WITNESSETH:

WHEREAS, SGLR owns the real property, track improvements including grading, bridges, and other rail facilities (**"Rail Facilities"**) comprising a line of railroad lying generally between Arcadia and Naples, Florida; and

WHEREAS, VILLAGE has applied to SGLR for permission to use a segment of its right-of-way for VILLAGE's entry for a construction project adjacent to the Railroad right-of-way, near Estero, Florida at approximately railroad milepost AX 979.30, near Estero Parkway adjacent to Cypress Bend RV Park ONLY, hereinafter referred to as the "AREA"; and whereas VILLAGE's activity may have some impact on SGLR's business use of that portion of its right-of-way, and

WHEREAS, SGLR is willing to accord to VILLAGE the implementation so applied for, but only upon and subject to the terms, conditions and limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, intending to be legally bound, the parties do hereby agree as follows:

1. SGLR, insofar as it has the legal right to do so and in consideration of the covenants and conditions hereinafter stated on the part of VILLAGE to be kept and performed, hereby permits, the VILLAGE to enter upon SGLR's right-of-way, subject to all of the terms, conditions, and limitations as set forth in this AGREEMENT, in the area shown in detail on plan prepared and submitted by VILLAGE and approved by SGLR attached hereto as Exhibit "A" and made a part hereof ("The Plan").

2. VILLAGE represents and warrants that it is duly authorized in accordance with the laws of the State of Florida to enter into this AGREEMENT and to be bound by the covenants and conditions contained herein.

3. (a) The work shall be performed in accordance within the limitations, covenants and conditions as contained herein, and no departure shall at any time be made therefrom except upon permission in writing granted by SGLR; provided, however, that if any governmental or regulatory body having jurisdiction in the premises has regulated the manner and means of the performance of the work as stated herein, then VILLAGE shall comply therewith after prior notice to SGLR as to any required departure from the plans. Supervision over the location of the work, inspection of the work area(s) shall be subject to the approval of SGLR. The work shall not be performed until the method of performance of the work, the scheduling of the work, and all related matters have been approved in writing by SGLR. All work performed shall be completed in a safe and professional manner, under the total control of

SGLR with a qualified SGLR Flagman/Inspector on site, at SGLR discretion, when work is to be performed. Should SGLR determine that a Flagman/Inspector is required a flagging fee of One Thousand Five Hundred and Eighty Dollars ($1,580.00) per day will apply provided all work is done on a Monday through Friday. All scheduling and work shall be coordinated with the SGLR Chief Engineer, or his representative.

(b) In implementing the rights of VILLAGE under this AGREEMENT to access the rail facilities and area, all of the work performed shall be done under such conditions, including access to the site, as will be reasonably satisfactory to SGLR, and as will not interfere with the proper and safe use, operation and enjoyment of the property of SGLR or its successors or assigns, and including, but not limited to business invitees, licensees and lessees of SGLR. While SGLR shall cooperate with VILLAGE in identifying all property uses which may conflict with VILLAGE'S intent, VILLAGE will assume all liabilities or claims related thereto subject to the limits of sovereign immunity as outlined in Section 768.28, Florida Statutes. VILLAGE shall comply with all "Sunshine" locate requirements and shall take particular precautions not to disturb any fiber optic lines and or gas lines traversing the area. No work shall be performed, at any time, within twenty (20) feet of the track.

4. VILLAGE shall perform all work in a timely fashion, and to the complete satisfaction of the SGLR Chief Engineer or his representative. VILLAGE shall restore the property and right-of-way of SGLR to a condition that is equal to or exceeds the condition the property and right-of-way of SGLR is in at the commencement of the work. The work must be consistent with that as may be required for the safe operation and maintenance of the properties of SGLR and shall, upon notice by telephone, confirmed in writing, or by email or fax from SGLR requiring it so to do, promptly make such repairs, renewals and removals thereto as may be required by SGLR, provided those repairs, renewals, and removals are a result of the work being performed by VILLAGE. However, in the event of an emergency situation resulting from the work performed by VILLAGE, and if necessary to protect the property, traffic, patrons or employees of SGLR, or any other person, from damage or injury, qualified employees of SGLR may with or without notice to VILLAGE at any time make such external repairs thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of VILLAGE. Any costs incurred by SGLR pursuant to this Section shall be promptly reimbursed to SGLR by VILLAGE upon demand. VILLAGE shall have access to the area (s) to complete the work as described herein, and at the completion of the work as described herein, all permission for that access shall cease. Upon the completion of the work as described herein, this AGREEMENT shall terminate.

5. SGLR's right of supervision over the location of the work and inspection of the area (s) from time to time, and SGLR's right to approve or disapprove of any contemplated work on the area (s), shall extend for such distance on each side of the area (s) as may, in SGLR's judgment, be necessary to support and sustain the tracks and roadbed of SGLR.

6. VILLAGE shall comply with all Federal, State and local laws which govern the location, area, and work to be performed now or hereinafter enacted, and shall assume all costs, expense and responsibility in connection therewith, without any liability whatsoever on the part of SGLR.

7. (a) The Village hereby agrees to fully indemnify and hold harmless SGLR, its officers, employees, assigns, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the Village, its directors, officers, employees, or agents in the

carrying out the activities authorized by this AGREEMENT. SGLR (Claimant) will give the Village (Indemnitor) prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event the Claimant reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect Claimant's interest, Claimant reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. 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. Notwithstanding any provision contained herein, VILLAGE agrees to reimburse SGLR ENTITIES for all cost and expenses for any real property damages, including ground settlement, and drainage issues relating to SGLR's land and/or facilities resulting from VILLAGE'S work to be performed on or about SGLR's Rail Facilities.

(b) As additional condition for the granting of this AGREEMENT, VILLAGE agrees to pay SGLR its costs and attorney fees and any damages which are incurred by SGLR directly or indirectly as a result of the granting of this AGREEMENT, including but not limited to any attorney fees or cost incurred as a result of any action taken by any government with regard to the area (s) or this AGREEMENT.

(c) Prior to performing any work related to this License, by or on behalf of VILLAGE by any party other than SGLR, contractor or VILLAGE shall furnish**:**

Railroad Protective liability insurance with per occurrence limit of not less that Two Million Dollars ($2,000,000) and aggregate limit of not less than Six Million Dollars ($ 6,000,000) written on the ISO form. The policy is to name Seminole Gulf Railway LP as the named insured, The original policy for Railroad Protective liability insurance must be provided to Seminole Gulf Railway LP, prior to the commencement of any work on Railroad property.

Comprehensive liability including contractual liability with a combined single limit of Five Million Dollars ($5,000,000) per occurrence and Ten Million Dollars ($10,000,000) aggregate is required. The policy shall contain endorsement GC2417 (Contractual Railroad Liability), and shall not exclude underground work. Seminole Gulf Railway LP shall be included as named additional insured and blanket additional insured endorsements are not acceptable.

Auto liability with a combined single limit of not less than Two Million Dollars ($2,000,000). Seminole Gulf Railway LP shall be included as named additional insured. Policy must also be endorsed to include "Certain Operations In Connection with Railroads".

Workers compensation and employers liability with standard limits of liability. The policy is to contain a waiver of subrogation in favor of Seminole Gulf Railway LP. Endorsement page must also be included with submission.

All policies of insurance related to this License Agreement shall be endorsed to provide thirty (30) days' notice to each named insured by the insurance company before any reduction to or cancellation of the policies. Licensor shall be furnished with a certificate of insurance for the coverage provided for herein

indicating conformance to the foregoing, prior to the commencement of any work on Railroad property.

8. Unless other arrangements are made, VILLAGE working on Railroad property must be working under a fully executed AGREEMENT. Seminole Gulf Railway also requires a minimum of **14 business days** notice before any work can be performed on or about its right-of-way.

9. VILLAGE will be responsible for any damage or settlement caused to the right of way, and/or facilities and appurtenances of SGLR, arising solely or as a result of the use of the area (s), and VILLAGE agrees to pay to SGLR, on demand, the full cost and expense of repairing or restoring SGLR's facilities.

10. All costs and expenses in connection with the work to be performed shall be borne by VILLAGE, and in the event of work being performed or materials furnished by SGLR pursuant to this AGREEMENT, VILLAGE agrees to pay to SGLR the actual cost of material plus the applicable overhead percentages the cost of equipment at prevailing rates, and the then current billing rates for labor plus a reasonable profit factor. It is to be understood that the aforementioned rates are those which are effective at the time of the performance of any work by employees or contractors of SGLR. VILLAGE agrees to pay such bills within thirty (30) days of the presentation thereof by SGLR.

11. As part of the consideration of this AGREEMENT, VILLAGE covenants and agrees that no assessments, taxes or charges, of any kind, shall be made against SGLR or its property by reason of the work being performed under this AGREEMENT. VILLAGE further covenants and agrees to pay SGLR promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against SGLR or its respective property by reason of the work to be performed as a result of this AGREEMENT.

12. This AGREEMENT, and all rights and obligations herein, shall terminate except for the provisions of Paragraph 11, upon the completion of the work as described herein.

13. This AGREEMENT shall only be for the benefit of VILLAGE.

14. VILLAGE understands that this AGREEMENT does not allow VILLAGE to install or permit the installation of any utility, sign, lighting or any other improvement or use on SGLR property. This AGREEMENT does not allow VILLAGE to alter, remove or disturb any utility, structure, sign, lighting or other improvements, on or about the railroad rights-of-way owned by SGLR or others. The VILLAGE will however disconnect and grout in place the water and sewer pipes currently installed below ground under SGLR right-of way which service Cypress Bend RV Resort. It does not allow VILLAGE to allow additional drainage or to permit any drainage from adjacent properties, and properties owned and or controlled by VILLAGE. Any and all other existing agreements, leases, subleases and rights held by others in the area where work is to be performed remain intact and are not affected in any way by this AGREEMENT.

15. In consideration of this AGREEMENT VILLAGE shall pay SGLR, upon execution of this AGREEMENT One Dollar ($1.00), the receipt of which is hereby acknowledged. The document preparation fee of Seven Thousand Five Hundred Dollars ($7,500.00), to cover expenses related to the preparation and review of this TEMPORARY CONSTRUCTION AGREEMENT **has been waived.** The rail facility use fee related to this TEMPORARY CONSTRUCION AGREEMENT **has also been waived.**

16. The terms of this AGREEMENT shall be binding and effective upon the parties hereto, and

unless and until terminated, as hereinbefore provided, this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, however, this AGREEMENT may not be assigned without the prior written consent of SGLR.

17. Any correspondence or notice required in connection with the contents of this AGREEMENT should be addressed.

If to SGLR:

Seminole Gulf Railway, L.P.
4110 Center Pointe Drive, Suite 207
Fort Myers, Florida 33916
Phone: 239-275-6060
Fax: 239-275-0581
Attn.: Real Estate Department

If to VILLAGE:

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida, 33928
Attn: Village Manager

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

WITNESSES for SGLR:

Print: David Harris

Address: 148 Morse Plaza
Fort Myers, FL 33905

SEMINOLE GULF RAILWAY, LP
By its General Partner,
SEMINOLE GULF RAILWAY, INC.

By: _____
~~G. Bruce Fay~~ Joseph C. Macri
Vice President

WITNESSES for VILLAGE:

Print: Carol Sacco

Address: 9401 Corkscrew Palm Circle
Estero, Fl 33914

VILAGE OF ESTERO, FLORIDA

By: _____

Print: David Willems

6

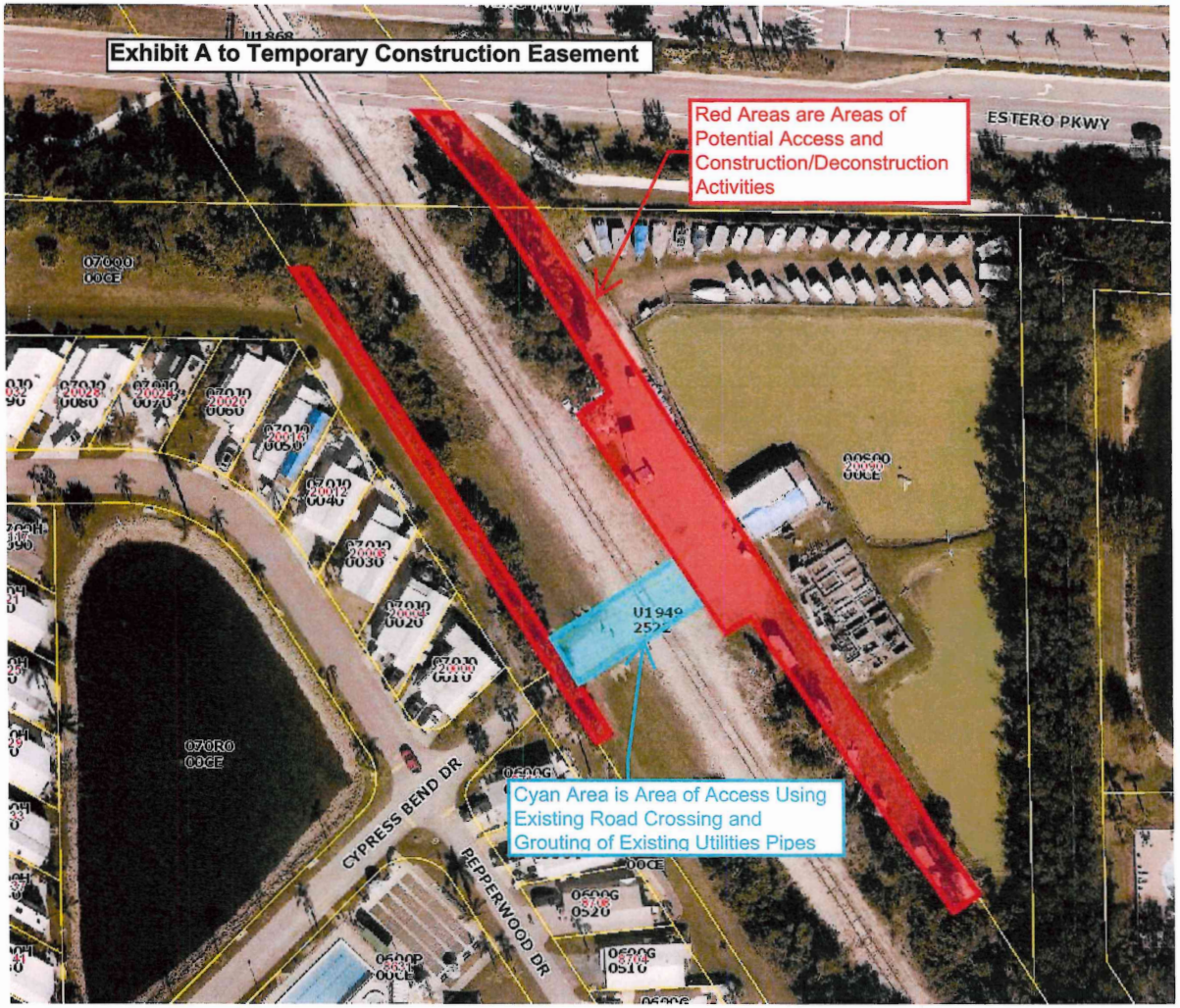


Exhibit A to Temporary Construction Easement
Red Areas are Areas of Potential Access and Construction/Deconstruction Activities
ESTERO PKWY
CYPRESS BEND DR
REPPERWOOD DR
Cyan Area is Area of Access Using Existing Road Crossing and Grouting of Existing Utilities Pipes

NO EXHIBIT "B"

Project Location: AX 979.30

EXHIBIT "C"

RELEASE AND INDEMNIFICATION

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway LP, a Delaware limited partnership ("SGLR") to enter upon the property of SGLR in the performance of the contract between the undersigned contractor_____, whose address is _____ (the "CONTRACTOR") and Village of Estero ("VILLAGE"), which is a political subdivision of the State of Florida, with respect to the construction and maintenance and the usual appurtenances thereto which traverses the railroad lines of SGLR (the "Utility") pursuant to the Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with all the obligations of VILLAGE with respect to construction and maintenance of the Utility under the Agreement, including, without limitation, the provisions of Paragraph 3 thereof.

2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of SGLR, regardless of SGLR's fault or negligence.

3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and its respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including SGLR and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on SGLR's property by the undersigned, regardless of the fault, failure or negligence of SGLR except for gross negligence.

4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on SGLR's property, together with One Dollar ($1.00) in hand paid by SGLR to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.

5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(c) of the Agreement. If any such insurance shall be provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(c) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Utility. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Utility.

6. CONTRACTOR is responsible for the provision and maintenance of all appropriate insurance.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this____day of_____, 20____.

ATTEST:	CONTRACTOR:
_____	By:_____
Title:_____	Title:_____

Seminole Gulf Railway

A LIMITED PARTNERSHIP
4110 Centerpointe Drive, Suite 207, Fort Myers, FL 33916
Telephone: (239) 275-6060 Facsimile: (239) 275-0581 Online: www.semgulf.com

INSURANCE AND RIGHT-OF-WAY REQUIREMENTS

ALL WORK PERFORMED ON RAILROAD RIGHT-OF-WAY MUST BE PERFORMED UNDER AN AGREEMENT BETWEEN THE RAILROAD AND A PUBLIC OR PRIVATE ENTITY. THE FOLLOWING REQUIREMENTS SHALL APPLY TO NEW CONSTRUCTION AND MAINTENANCE, PURSUANT TO SUCH AN AGREEMENT.

The **Licensee** is responsible for collecting, verifying for compliance, and submitting all insurance documentation listed below at least **14 BUSINESS DAYS** prior to any work being performed on Seminole Gulf Railway, LP property. EVERY Entity or Contractor working on property of Seminole Gulf Railway, LP, shall carry, with respect to the operations it or any of its subcontractors performs, the following insurance coverage:

Railroad Protective Liability Insurance with **per occurrence limit** of not less than **Two Million Dollars ($2,000,000)** and aggregate limit of not less than **Six Million Dollars ($ 6,000,000)** written on the **ISO** form, without exclusions. The policy is to name **Seminole Gulf Railway, LP**. as the **named insured.** The **original policy** for Railroad Protective liability insurance must be provided to Seminole Gulf Railway LP **14 business days prior to the commencement of any work on Railroad property**. **RAILROAD PROTECTIVE LIABILITY INSURANCE MUST BE PURCHSED THROUGH UNITED SHORTLINE INSURANCE SERVICES – www.unitedshortline.com or telephone 989-738-6400.**

Commercial General Liability Coverage using form CG0001 10-01 without modification. A combined single limit of **$5,000,000 per occurrence** and **$10,000,000 General Aggregate** is required. (This requirement may be met with an umbrella or excess general liability policy if the general liability policy limit alone is not sufficient). Seminole Gulf Railway, LP shall be endorsed as an additional insured **AND** policy endorsed to include "Contractual Liability Railroads". **BLANKET ADDITIONAL INSURED ENDORSEMENTS ARE NOT ACCEPTABLE AND COPIES OF BOTH ENDORSEMENTS MUST BE SUBMITTED WITH COI.**

Auto liability with a combined single limit of not less than **Two Million Dollars ($2,000,000)**. **Seminole Gulf Railway LP** shall be included as **additional insured**. Policy must also be endorsed to include "Certain Operations In Connection With Railroads".

Workers compensation and employers liability with standard limits of liability. The policy is to contain a waiver of subrogation in favor of **Seminole Gulf Railway, LP.** Endorsement page must also be included with submission.

Such policies of insurance shall be endorsed to provide thirty (30) days' notice to the name insured by the insurance company before any reduction to or cancellation of the policies. SEMINOLE GULF RAILWAY, LP shall be furnished with a **certificate of insurance** for the coverage provided for herein indicating conformance to the foregoing.

Unless other arrangements are made, any contractor working on Railroad property must be working under a fully executed Agreement. Seminole Gulf Railway, LP also requires a minimum of **14 business day** notice before any work can be performed on or about its right-of-way.

Arrangements shall also be made to have a qualified Railroad Inspector/Flagman who is an employee of Seminole Gulf Railway, LP present while the contractor performs the work. A minimum two-day (16 hours) flagging and inspection fee must be paid in advance of the commencement of work. A day is defined as up to 8 hours between the hours of 7am and 3pm, Monday through Friday. If additional Flagging and Inspection services are necessary, they will be billed at the **daily** rate. The fee for a Flagman/Inspector is $197.50 per hour from 7am to 3pm Monday through Friday. An over-time rate of 1 ½ times the hourly rate shall apply to hours before 7am and after 3pm weekdays and all hours on weekends. The holiday rate is 2 times the hourly rate. The fee covers the cost of a qualified Railroad Flagman/Inspector, vehicle, and travel time.

Licensee must verify that the insurance documents meet all requirements stated above prior to submittal. Should documents submitted not meet these standards, Licensee may be subject to a document review charge of $150.00 for each subsequent review.

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

Elizabeth Serowka
Seminole Gulf Railway LP
4110 Center Pointe Drive, Suite 207
Fort Myers, FL 33916
Phone: 239.275.6060 Fax: 239.275.0581 E-Mail: eserowka@semgulf.com

MAY 12 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Wright Construction Group, Inc
5811 Youngquist Road
Fort Myers FL 33912

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Bids & Proposals, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

04/26/2025, 04/27/2025, 04/28/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/28/2025

Legal Clerk

Nicole Jacobs
Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$336.62	
Tax Amount:	$0.00	
Payment Cost:	$336.62	
Order No:	11258100	# of Copies:
Customer No:	1525249	0
PO #:	LSAR0285618	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Page 1 of 2

INVITATION TO BID
Wright Construction Group.

Wright Construction Group, Inc., Construction Manager, 1821 Victoria Ave., Fort Myers, FL 33901 will receive bids for the Village of Estero UTILITY EXPANSION PROJECT PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK until May 22, 2025 @ 4:00 PM. After which bids will be opened and reviewed in private.

The project consists of but is not limited to: Erosion Control/Site Warning Signage, Maintenance of Traffic, Underground Utilities, Lift Stations, WWTP Demolition, and WWTP Pond Abandonment.

A pre-bid conference will be held on May 1, 2025. All interested parties are encouraged to attend.

Plans and specifications can be seen at the office of the Construction Manager ONLY.

Contact Marc Wallace via email at marc.wallace@wcgfl.com.
April 26, 27, 28 2025
LSAR0285618

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
June 18, 2025

Agenda Item:

Utility Expansion Program Phase 1 Construction Manager at Risk Contract Guaranteed Maximum Price (GMP) Addendum 02 (Sunny Grove)

Motion to approve Contract Number EC 2024-36 GMP Addendum 02 in the amount of $2,540,946 with Wright Construction Group, Inc. for the construction of the Sunny Grove Park wastewater treatment plant (WWTP) site conversion to Lee County Utilities.

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, and to approve and execute any subsequent amendments or modifications which do not require an increase in the not to exceed budget.

Background:

On July 3, 2024, the Village entered into an agreement with Wright Construction Group, Inc. for CMAR services serving the following utility expansion program projects:

- Wastewater Treatment Plant conversions (3)
- Broadway Ave. West

On May 7, 2025, Village Council conducted a workshop to discuss the progress being made for the conversion of three WWTP sites (Cypress Bend, Sunny Grove, and Estero Bay Village) and the septic to sewer program for nine (9) other neighborhoods. At that time, it was identified that two (2) of the neighborhoods with WWTP conversions (Cypress Bend and Sunny Grove) were already in the active bidding process for construction.

In November 2024 the Village entered into contract with Manhattan Construction with a GMP for the Estero River Park Phase 1 construction. Because this project includes a restroom facility, it was decided to include the construction of the sewer force main along the east side of US-41 down to Corkscrew Road that was originally intended to be a part of the Sunny Grove project. The force main was designed to receive sewage flow from Sunny Grove, the Koreshan State Park, the Broadway Avenue East UEP (Area 2 – Highlands Ave area), and the Village's Estero on the River property north of the Estero River. The cost of that force main was approximately $539,000. At that time the

consideration was that the Sunny Grove project would be considered as responsible for 20% of the force main cost. The implications of this additional cost will be seen in the Financial Impacts section below.

Description:

On May 28, 2025, Wright Construction Group received the bids for construction of the Cypress Bend RV Resort WWTP site conversion and the Sunny Grove RV Park WWTP site conversion. This agenda item only addresses the Sunny Grove Park site. The GMP provided by Wright Construction is $2,540,964. The project includes construction of a new sanitary sewer force main out to a new force main being constructed along the east side of US-41 as part of the Estero River Park project. That new force main will connect to the existing Lee County Utilities force main on the north side of Corkscrew Road. The Sunny Grove Park project includes construction of a new pump station facility with onsite emergency generator adjacent to the existing Sunny Grove WWTP, removal of the existing WWTP facility (leaving the maintenance building) and demucking/backfilling the percolation ponds.

Action Requested:

Motion to approve Contract Number EC 2024-36 GMP Addendum 02 in the amount of $2,540,946 with Wright Construction, Inc. for the construction of the Sunny Grove Park wastewater treatment plant (WWTP) site conversion to Lee County Utilities.

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, and to approve and execute any subsequent amendments or modifications which do not require an increase in the not to exceed budget.

Process and Timeline:

Section 8 of the proposed Addendum is the proposed schedule. The project schedule indicates the project will achieve substantial completion within 420 days of notice to proceed.

Financial Impacts:

The contract's financial impact is $2,667,946. Funds in the fiscal year 24-25 and 25-26 capital improvement plan budget will be used to fund this contract. budget will be used to fund this contract.

This project is part of a State legislature reimbursement appropriation grant issued through the FDEP , of which $208,000 is available to reduce final costs to the Village.

At the May 7, 2025, workshop Village staff discussed the consideration for the Village to participate in cost sharing the project construction with Cypress Bend at a rate of 25% of the project cost. The Village has already paid or encumbered $581,198 in costs associated with the design, permitting and easement acquisition of the project. This equates to 19.9% of the project cost after deducting the state grant funding. The 25% cost share would amount to $728,536 or an additional $147,338.

In summary, the project costs are as follows:

Wright Construction GMP =	$2,540,946	(amount for contract approval)
Village Encumbered Costs =	$581,198	
Sub-Total Project Costs =	$3,122,144	
Less State Grant	-$208,000	
Remaining Balance	$2,914,144	
Less Village Cost Sharing (25%)	-$728,536	
Remaining Cost for Sunny Grove	$2,185,608	

Sunny Grove Park is a corporation where each unit owner has a 1/155 interest in the property. Different than the situation in Cypress Bend where each unit owner owns the lot and would individually decide on how to pay off the utility assessment, the Sunny Grove Park corporation would be the entity responsible for the assessment payment. However, for discussion purposes to keep the cost impact analysis the same, there are 155 residential units and 12 rented RV lots. The 12 rented RV lots are calculated differently when establishing equivalent residential units, but ultimately the 155 residential unit owners will bear the financial responsibility, so the calculation will use 155 as the number of ownership shares equally bearing the cost of the assessment in Sunny Grove.

Equally dividing the cost across the 155 ownership shares equates to $14,101 per ownership share.

If financing through a utility assessment using the Lee County Property Appraiser and Lee County Tax Collector process some assumptions must be made to arrive at an approximate cost based upon the $2,185,608 value. The following additional assessable cost factors would be incurred:

- Debt Service Reserve Fund (10%) $218,561
- Capitalized Interest (2%) $43,712

- Cost of Issuance (2%) $43,712
- Assessment Development, Survey, Financing, etc. (5%) $109,280

Total Assessed Cost $2,600,874

Annual Debt Service assumptions are:

- Term of the assessment (Years) 10
- Interest Rate 5%
- Annual Collection/Administration Costs 7%

Estimated Total Annual Cost $362,177

Annual Cost per Ownership Share $2,336.63 for the 10-year assessment

Possible Additional Grant Funding:

Last year the Village applied for a $1,273,334 Water Quality Improvement (WQI) grant with the FDEP to offset the project costs. The application was not selected for award due to other projects being selected that were in areas with more severely impacted water bodies than the Estero River. The grant application window opens again in July 2025, and Village staff propose to resubmit the grant application. If the grant is awarded, this will have substantial cost reduction impacts to the assessment.

US-41 Force Main Impact Discussion:

To address the cost impacts of adding 20% of the cost for the force main along the east side of US-41 the following summary information is provided.

Wright Construction GMP =	$2,540,946	(amount for contract approval)
US-41 Force Main 20% Cost	$107,800	
Village Encumbered Costs =	$581,198	
Sub-Total Project Costs =	$3,229,944	
Less State Grant	-$208,000	
Remaining Balance	$3,021,944	
Less Village Cost Sharing (25%)	-$755,486	
Remaining Cost for Sunny Grove	$2,266,458	

Equally dividing the cost across the 155 ownership shares equates to $14,622 per ownership share.

Using the same assessment calculation methodology,

- The estimated total annual cost $375,575
- The annual cost per ownership share $2,423.07.

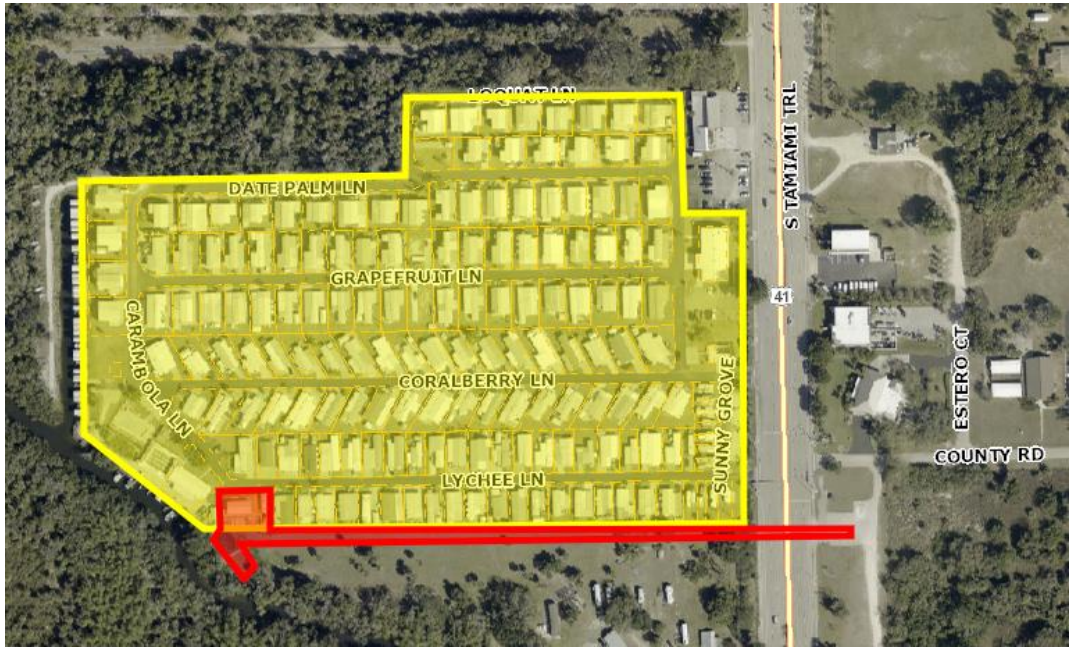
Prepared by: Robert Wiley, Project Manager

Attachments:

1. Location map
2. GMP Addendum 02 – Wright Const. - Sunny Grove
3. Wright Construction GMP v1.0 SIGNED

Sunny Grove WWTP Site Conversion

Location Map



GUARANTEED MAXIMUM PRICE (GMP) ADDENDUM 02
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 Wright Construction Group, Inc., a Florida profit corporation authorized to conduct business in Florida, 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 Sunny Grove Park WWTP Site Conversion project (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 2 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 ($2,385,881.00) and the Construction Manager's Fee ($155,083.00), is a total of two million five hundred forty thousand nine hundred sixty-four dollars ($2,540,964.00). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Addendum and marked Sections 1 through 10, as follows:

(a) Sections 1 through 3. Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages __3__ through __12__, dated __6-11-25__ dated __6-11-25__;

(b) Section 4. GMP Summary and Detail, pages __13__ through __16__ dated __6-11-25__;

(c) Section 5. Clarifications/Assumptions/Qualifications, pages __17__ through __18__ dated __6-11-25__;

(d) Section 6. Allowances, page __19__ , dated ___6-11-25_;

(e) Sections 7. Exclusions, page __20__, dated ___6-11-25__;

(f) Section 8. Project Schedule, page __22___, dated __6-11-25__;

(g) Section 9. Bid Tabulation, pages __23__ through __24__, dated __6-11-25__; and

(h) Section 10. Exhibits, pages __25__ through __45___, dated ___6-11-25___.

(i) Exhibit C. Affidavit of No Conflict; (per Contract EC 2024-36) To be provided within 2 weeks of GMP Addendum 02 execution.

(j) Exhibit D. Certificate(s) of Insurance; (per Contract EC 2024-36) To be provided within 2 weeks of GMP Addendum 02 execution.

(k) Exhibit E. Payment and Performance Bond; (per Contract EC 2024-36) To be provided within 2 weeks of GMP Addendum 02 execution.

(l) Standard Forms to be used:
   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 four hundred twenty (420) 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 and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $2,667_ per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. 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.

4. Effect of GMP. This Addendum shall constitute the GMP Addendum for purpose of satisfying the requirements of Article 2 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:

_Wright Construction Company, Inc.

By: _____
Fred Edman, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

WRIGHT
CONSTRUCTION GROUP

June 11, 2025

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida 33901

Attention: Robert Wiley
Project Manager

Subject: Village of Estero
Utility Expansion Program
Phase 1 – Cypress Bend RV Resort & Sunny Grove Park

Dear Mr. Wiley:

With great pleasure, Wright Construction presents this Guaranteed Maximum Price (GMP) Submission for the Village of Estero's project. In preparation for this proposal, the Wright Construction Team has worked diligently to provide an extensive evaluation of every aspect of the project. This evaluation has included value engineering analysis, constructability, and utilization of local resources to deliver a cost-effective solution for the Village.

As this project transitions into the Construction Phase, you can be confident our team will continue to bring the same high level of commitment, experience, talent, quality, and expertise to make every facet of this project a complete success.

The enclosed estimate represents the Guaranteed Maximum Price of $4,661,233.00 and is based on the information contained within this proposal. This proposal will be part of our agreement, providing additional clarification to all parties.

We look forward to your approval and proceeding with construction. If you have any questions, please do not hesitate to contact us.

Sincerely,

Robbie Powell
Vice-President of Civil Pre-construction

Enclosure

(239) 481-5000 | WCGFL.COM | INFO@WCGFL.COM | CGC 053444

CORPORATE HEADQUARTERS
5811 Youngquist Road
Fort Myers, FL 33912

DOWNTOWN FORT MYERS
1821 Victoria Avenue, Ste 1
Fort Myers, FL 33901

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

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VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 1: PROJECT SUMMARY
06/11/25

The project has 2 separate locations:

Cypress Bend RV Resort's main entrance is located about 0.4 miles south of Estero Parkway off S Tamiami Trail/US 41/SR 45 in Section 28, Township 46 South, Range 25 East, Lee County, Florida.

Sunny Grove Park's main entrance is located about 0.4 miles north of Corkscrew Road off S Tamiami Trail/US 41/SR 45 in Section 28, Township 46 South, Range 25 East, Lee County, Florida.

Cypress Bend's portion of the project generally consists of, but is not necessarily limited to, the following:

- ✓ Erosion Control (Silt Fence & Inlet Protection)
- ✓ Temporary Access Road
- ✓ Maintenance of Traffic (Design & Implementation)
- ✓ Clearing & Grubbing
- ✓ 12", 10", & 6" Water Mains
- ✓ 12" Water Main Horizontal Directional Drill
- ✓ Water Main Valves & Fittings
- ✓ Fire Hydrant
- ✓ 6" Master Water Meter Assembly
- ✓ 10" Water Main Abandonment
- ✓ Connections to Existing Water Mains
- ✓ 6" & 4" Force Mains
- ✓ 6" Force Main Horizontal Directional Drill
- ✓ Force Main Valves & Fittings
- ✓ 4" Force Main Abandonment
- ✓ Complete Restoration of Disturbed Areas
- ✓ Rehabilitation of an Existing Wastewater Lift Station (Pump Station)
    - Bypass Pumping
    - Removal Existing Pumps and Pipe
    - Clean, Repair, & Re-coat Existing Wet Well
    - New Pumps & Controls
    - New Piping
    - New 3 Phase Power to Site
    - Electrical
    - Grounding & Lightning Protection
    - Telemetry

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 1: PROJECT SUMMARY
06/11/25

- ✓ Wastewater Treatment Plant Decommissioning & Demolition
  - Removal & Disposal of Sludge, Debris, & Wastewater
  - Demolition and Removal of Treatment Units to a depth of 24" Below Grade
  - Perforation of remaining portion of Treatment Units
  - Backfill Treatment Units
  - Treatment Pond Dewatering & Disposal
  - Excavate and Dispose of Pond Sediments
  - Fill Ponds
  - Regrade and Provide Ground Cover.

Sunny Grove Park's portion of the project generally consists of, but is not necessarily limited to, the following:

- ✓ Temporary Access
- ✓ Maintenance of Traffic (Design & Implementation)
- ✓ Clearing & Grubbing
- ✓ 8", 6" & 4" Force Mains
- ✓ 8" & 6" Force Main Horizontal Directional Drill
- ✓ Force Main Valves & Fittings
- ✓ Complete Restoration of Disturbed Areas
- ✓ New Wastewater Lift Station (Pump Station)
  - Wastewater Bypassing
  - Wet Well
  - Pumps & Controls
  - Piping
  - 4" Master Wastewater Meter Assembly
  - Pre-Engineered Platform
  - New 3 Phase Power to Site
  - Emergency Generator
  - Electrical
  - Grounding & Lightning Protection
  - Telemetry
  - Concrete Pads & Curbing
  - Conversion of Existing Lift Station to Master Manhole
  - Driveway
  - Fence & Gate
  - Landscaping
  - Ground Cover
- ✓ Wastewater Treatment Plant Decommissioning & Demolition
  - Removal & Disposal of Sludge, Debris, & Wastewater
  - Demolition and Removal of Treatment Units to a depth of 24" Below Grade
  - Perforation of remaining portion of Treatment Units

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 1: PROJECT SUMMARY
06/11/25

- Backfill Treatment Units
- Treatment Pond Dewatering & Disposal
- Excavate and Dispose of Pond Sediments
- Fill Ponds
- Regrade and Provide Ground Cover.

WRIGHT CONSTRUCTION GROUP

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 2: LIST OF DRAWINGS
06/11/25

Drawing #	Drawing Description	Drawing Date	Revision Date
	Tetra Tech, Inc.		
	Package WWTP Utility Expansion		
	Cover Sheet	07/25/24	05/05/25
G-001	General Notes	07/25/24	05/05/25
G-002	General Notes	07/25/24	05/05/25
G-003	Legends and Abbreviations	07/25/24	
G-004	Key Sheet and Sheet Index	07/25/24	05/05/25
V-100	Cypress Bend Exiting Conditions	07/25/24	
V-300	Sunny Grove Existing Conditions	07/25/24	
V-301	Sunny Grove Existing Conditions	07/25/24	
V-302	Sunny Grove Existing Conditions	07/25/24	
C-101	Cypress Bend Plan and Profile	07/25/24	05/05/25
C-102	Cypress Bend Enlarged Plan		05/05/25
C-301	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-302	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-303	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-304	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-305	Sunny Grove Plan and Profile	07/25/24	05/05/25
C-501	Civil Details	07/25/24	05/05/25
C-502	Civil Details	07/25/24	05/05/25
C-503	Civil Details	07/25/24	
C-504	Civil Details	07/25/24	05/05/25
D-101	Cypress Bend WWTP Demo Plan	07/25/24	05/05/25
D-102	Cypress Bend WWTP Proposed Site Plan	07/25/24	05/05/25
D-301	Sunny Grove WWTP Demo Plan	07/25/24	05/05/25
D-302	Sunny Grove Proposed Site Plan	07/25/24	05/05/25
D-501	Lift Station Details	07/25/24	
D-502	Process Details	07/25/24	05/05/25
D-503	Process Details	07/25/24	05/05/25
E-001	Electrical Legend	08/09/24	
E-101	Cypress Bend WWTP Demo Plan	02/26/24	
E-102	Cypress Bend WWTP Proposed Site Plan	08/09/24	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 2: LIST OF DRAWINGS
06/11/25

Drawing #	Drawing Description	Drawing Date	Revision Date
E-103	Cypress Bend WWTP Enlarged Site Plan	08/09/24	
E-104	Cypress Bend WWTP Single Line Diagram Demolition	08/09/24	
E-105	Cypress Bend WWTP Single Line Diagram Proposed	08/09/24	
E-301	Sunny Grove WWTP Demolition Plan	08/09/24	05/05/25
E-302	Sunny Grove Proposed Site Plan	08/09/24	05/05/25
E-303	Sunny Grove Enlarged Site Plan	08/09/24	05/05/25
E-304	Sunny Grove Single Line Diagram Demolition	08/09/24	05/05/25
E-305	Sunny Grove Single Line Diagram Proposed	08/09/24	05/05/25
E-501	Electrical Lift Station Details	08/09/24	
E-502	Electrical Lift Station Details	08/09/24	
E-503	Electrical Lift Station Details	08/09/24	
E-504	Electrical Lift Station Details	08/09/24	
E-505	Electrical Lift Station Details	08/09/24	
E-506	Electrical Lift Station Details	08/09/24	
E-507	Electrical Lift Station Details	08/09/24	
E-508	Electrical Lift Station Details	08/09/24	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
06/11/25

Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
	Technical Specifications – Bid Set (Tetra Tech)			
	Private WWTP Utility Expansion			
	Cover Page	1	1	
	Table of Contents	4	2-5	
	Division 1 – General Requirements	1	6	
01 11 00	Summary of Work	4	7-10	
01 22 13	Measurement and Payment	12	11-22	
01 26 00	Change Order and Field Directive Change Procedures	4	23-26	
01 31 13	Project Coordination	4	27-30	
01 31 19	Project Meetings	2	31-32	
01 32 16	Progress Schedule	4	33-36	
01 33 00	Submittals	12	37-48	
01 33 13	Special Project Procedures	4	49-52	
01 37 00	Schedule of Values	3	53-55	
01 38 00	Preconstruction Photos/Videos	4	56-59	
01 42 00	Reference Standards	4	60-63	
01 42 13	Abbreviations	4	64-67	
01 43 00	Quality Control	6	68-73	
01 50 00	Field Engineering and Surveying	5	74-78	
01 54 00	Hurricane Preparedness	2	79-80	
01 55 26	Traffic Regulation	3	81-83	
01 56 80	Temporary Erosion and Sedimentation Control	4	84-87	
01 57 00	Construction Facilities and Temporary Controls	9	88-96	
01 60 70	Protected Species Permitting	3	97-99	
01 61 00	Material and Equipment	11	100-110	
01 73 29	Cutting and Patching	4	111-114	
01 74 00	Cleaning	4	115-118	
01 77 00	Contract Close Out	2	119-120	
01 78 23	Operation and Maintenance Manuals	6	121-126	
01 80 01	Collection System bypass Pumping System	3	127-129	
	Division 2 – Existing Conditions	1	130	
02 21 13	Lines and Grades	2	131-132	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
06/11/25

Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
02 40 00	Demolition	4	133-136	
02 50 00	Pipeline Removal and Grout Abandonment	6	137-142	
02 83 00	Lead Abatement	8	143-150	
	Division 3 - Concrete	1	151	
03 11 00	Concrete Formwork	8	152-159	
03 15 00	Concrete Accessories	9	160-168	
03 20 00	Concrete Reinforcing	6	169-174	
03 30 53	Concrete for Non-Plant Work	6	175-180	
03 40 00	Precast Concrete Structures	5	181-185	
	Division 5 – Metals	1	186	
05 53 00	Metal Grating, Trench Covers and Floor Plates	8	187-194	
05 56 00	Metal Castings	2	195-196	
05 57 00	Structural Aluminum	3	197-199	
05 58 00	Pipe & Tube Rails	7	200-206	
	Division 9 – Finishes	1	207	
09 90 00	Painting and Coating	53	208-260	
	Division 22 – Submersible Sewage Pumps	1	261	
22 13 29	Submersible Sewage Pumps	11	262-272	
	Division 26 - Electrical	1	273	
26 05 02	Basic Electrical Materials & Methods	9	274-282	
26 05 11	Special Electrical Requirements	11	283-293	
26 05 19	Low Voltage Wires & Cables	6	294-299	
26 05 26	Grounding & Bonding for Electrical Systems	4	300-303	
26 05 29	Hangers and Supports for Electrical Systems	3	304-306	
26 05 33	Conduit Systems	5	307-311	
26 05 43	Underground Ducts and Ductbanks	6	312-317	
26 05 53	Identification of Electrical Systems	5	318-322	
26 05 70	Wiring Devices	3	323-325	
26 05 73	Short Circuit & Coordination Study & Arc Flash Hazard Analysis	8	326-333	
26 08 00	Acceptance Testing and Performance Verifications	11	334-344	
26 24 16	Panelboards	3	345-347	
26 24 20	Electric Motors	7	348-354	
26 27 13	Electric Service	2	355-356	
26 28 11	Circuit Breakers & Fused Switches – Low Voltage	2	357-358	
26 29 13	Control Panels	6	359-364	
26 32 13	Diesel Engine Driven Generator Sets	18	365-382	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
06/11/25

Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
26 36 00	Automatic Transfer Switches	5	383-387	
26 23.13	Safety Switches and Disconnects	2	388-389	
26 41 00	Lightning Protection Systems	5	390-394	
26 43 00	Surge Protection Systems	11	395-405	
26 50 00	Lighting Fixture	7	406-412	
	Division 31 – Earthwork	1	413	
31 10 00	Site Clearing	4	414-417	
31 23 16	Excavation – Earth and Rock	10	418-427	
31 23 19	Groundwater Control	4	428-431	
31 23 23	Backfilling	10	432-441	
31 40 00	Shoring, Sheeting and Bracing	4	442-445	
	Division 32 – Exterior Improvements	1	446	
32 10 01	Pavement Repair and Restoration	6	447-452	
32 16 00	Sidewalk, Driveways and Curbs	7	453-459	
32 31 13	Chain Link Fencing and Gate	9	460-468	
32 90 01	Landscape Work	10	469-478	
32 92 00	Lawn Restoration	5	479-483	
	Division 33 - Utilities	1	484	
33 01 37	Cleaning Sanitary Sewer Systems	6	485-490	
33 05 01	Leakage Testing	6	491-496	
33 05 03	Laying and Jointing Buried Pipelines	10	497-506	
33 05 13	Sewer Manholes	6	507-512	
33 05 14	HDPE Concrete Protective Lining	4	513-516	
33 05 23	Jacking, Auguring, and Mining	6	517-522	
33 05 24	Horizontal Directional Drilling	14	523-536	
33 11 01	Polyvinyl Chloride (PVC) Watermain	5	537-541	
33 11 02	High Density Polyethylene (HDEP) Pipe and Fittings	8	542-549	
33 11 03	Ductile Iron Pipe and Fittings	9	550-558	
33 11 12	Disinfection	2	559-560	
33 12 16	Water Valves and Appurtenances	8	561-568	
33 31 01	Polyvinyl Chloride (PVC) Gravity Sewer Pipe	4	569-572	
33 31 04	Reinforced Concrete Sewer Pipe and Pre-Cast Wet Well Sections	5	573-577	
33 34 01	Polyvinyl Chloride (PVC) Force Main Pipe	4	578-581	
33 34 12	Waste Water Valves and Appurtenances	12	582-593	
33 34 21	Flow Measurement	3	594-596	
	Division 40 – Process Integration	1	597	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
06/11/25

Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
40 95 13	Instrumentation and Control Systems	16	598-613	
	Appendices		614	
	Appendix A – CRAS Reports	1	615	
	Cultural Resource Assessment Survey of the Cypress Bend Wastewater Treatment Facility	49	616-664	
	Cultural Resource Assessment Survey of the Sunny Grove Wastewater Treatment Facility and Force Main	84	665-748	
	Cultural Resource Assessment Survey of the Estero Bay Village Wastewater Treatment Facility and Proposed Force Main	69	749-817	
	Appendix B – Record Drawings	1	818	
	Cypress Bend RV Resort - Lift Station	1	819	
	Cypress Bend RV Resort – Wastewater Treatment Plant	1	820	
	Tahiti Mobile Village – Wastewater Treatment Plant	3	821-823	
	Estero River Groves Trailer Park - Sewage System	2	824-825	
	Sunny Grove Trailer Park – Wastewater Treatment Plant	2	827-827	
	Appendix C – Subsurface Utility Exploration Information	1	828	
	Soft Dig Test Hole Data Sheets	5	829-833	
	Appendix D – Geotechnical Report	1	834	
	Subsurface Soil Exploration Estero Wastewater Conversion	20	835-854	
	Appendix E – Decommissioning Letters	1	855	
	Cypress Bend WWTP Decommission Plan	2	856-857	
	Estero Bay Village WWTP Decommission Plan	2	858-859	
	Sunny Grove WWTP Decommission Plan	2	860-861	
	Appendix F – Permits	1	862	
	Florida Department of Environmental Protection (FDEP) Village of Estero WWTP Sunny Grove Force Main	17	863-879	
	Florida Department of Transportation (FDOT) Utility Permit	27	880-906	
	Florida Department of Transportation (FDOT) Stormwater Pollution Prevention	5	907-911	

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
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GMP SUBMISSION

SECTION 3: LIST OF SPECIFICATIONS
06/11/25

Spec Section #	Spec Section Description	# of Pages	PDF Page #	Spec Revision Date
	Armorock Polymer Concrete			
	Standard Specification – Polymer Concrete Lift Stations			

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 4: GUARANTEED MAXIMUM PRICE
06/11/25

As described in this document, the Guaranteed Maximum Price for the work involved in this project is **$4,661,233.00 (Four Million Six Hundred Sixty-One Thousand Two Hundred Thirty-Three and No/100 Dollars)**.

This GMP includes all contract documents, alternates, clarifications/assumptions / qualifications, allowances, exclusions, schedule assumptions, and construction manager labor rates as stated or utilized in this and other sections of this proposal

A further breakdown of this estimate is shown in the following recap sheets.

Supplemental Conditions included in the GMP but not included in the Specifications:
Koreshan State Park Permanent Utility Easement – Archaeological Monitoring (See Exhibit A)
Seminole Gulf Railway Temporary Construction License Agreement – Insurance and Flagman/Inspector (See Exhibit B)

The following breakdown is provided for your convenience:

Cypress Bend RV Resort	$2,120,269.00
Sunny Grove Park	$2,522,229.00
Stub to Broadway East (US41 & County Rd.)	$18,735.00
Total Guaranteed Maximum Price (GMP)	**$4,661,233.00**
Cypress Bend RV Resort Water Main Reimbursement	($241,287.00)
Net Guaranteed Maximum Price	**$4,419,946.00**

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
GMP DETAIL
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Cost Code	Description	Cost Type 2 Labor	Cost Type 4 Rental	Cost Type 5 Material	Cost Type 6 Subcontracts	Cost Type 7 Other Costs	Cost Type 8 Outside Labor	Totals
	DIVISION 01 - GENERAL REQUIREMENTS							
01 00 22	Public Information Officer	$ -	$ -	$ -	$ 39,910.00	$ -	$ -	$ 39,910.00
01 00 25	Archaeological Monitoring	$ -	$ -	$ -	$ 26,125.00	$ -	$ -	$ 26,125.00
01 00 26	Construction Engineering Inspection (CEI) (Allowance)	$ -	$ -	$ -	$ 100,000.00	$ -	$ -	$ 100,000.00
01 00 27	Maintenance of Traffic Design (Estero Plwy)	$ -	$ -	$ -	$ 15,000.00	$ -	$ -	$ 15,000.00
01 00 28	Owner Allowance (FPL 3 Phase Power)	$ -	$ -	$ -	$ -	$ 250,000.00	$ -	$ 250,000.00
01 00 29	Railroad Inspector	$ -	$ -	$ -	$ -	$ 6,320.00	$ -	$ 6,320.00
01 30 00	**ADMINISTRATIVE REQUIREMENTS**							
01 31 00	**Project Management and Coordination**							
01 31 01	Project Superintendent	$ 180,000.00	$ -	$ -	$ -	$ -	$ -	$ 180,000.00
01 31 03	Project Manager	$ 118,272.00	$ -	$ -	$ -	$ -	$ -	$ 118,272.00
01 31 04	Project Executive	$ 48,096.00	$ -	$ -	$ -	$ -	$ -	$ 48,096.00
01 31 05	Project Administrator	$ 37,632.00	$ -	$ -	$ -	$ -	$ -	$ 37,632.00
01 31 07	General Superintendent	$ 41,760.00	$ -	$ -	$ -	$ -	$ -	$ 41,760.00
01 32 00	**Construction Progress Documentation**							
01 32 34	Pre & Post Construction Video	$ -	$ -	$ -	$ -	$ 1,350.00	$ -	$ 1,350.00
01 33 00	**Submittals Procedures**							
01 33 70	Software Fee (Procore Project Management)	$ -	$ -	$ -	$ -	$ 6,992.00	$ -	$ 6,992.00
01 35 00	**Special Procedures**							
01 35 26	Safety Training / Inspections	$ -	$ -	$ -	$ 6,300.00	$ -	$ -	$ 6,300.00
01 40 00	**QUALITY REQUIREMENTS**							
01 41 00	**Regulatory Requirements**							
01 41 26	Permits (NPDES)	$ -	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
01 45 00	**Quality Control**							
01 45 23	QC, Testing & Inspections	$ -	$ -	$ -	$ 11,100.00	$ -	$ -	$ 11,100.00
01 50 00	**TEMPORARY FACILITIES AND CONTROLS**							
01 52 00	**Construction Facilities**							
01 52 19	Sanitary Facilities	$ -	$ 9,000.00	$ -	$ -	$ -	$ -	$ 9,000.00
01 55 00	**VEHICULAR ACCESS AND PARKING**							
01 55 26	Traffic Control	$ -	$ 45,500.00	$ -	$ -	$ -	$ 5,000.00	$ 50,500.00
01 57 00	**Temporary Controls**							
01 57 13	Erosion Control	$ -	$ -	$ -	$ 10,980.00	$ -	$ -	$ 10,980.00
01 58 00	**Project Identification**							

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
GMP DTAIL
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Cost Code	Description	Cost Type 2 Labor	Cost Type 4 Rental	Cost Type 5 Material	Cost Type 6 Subcontracts	Cost Type 7 Other Costs	Cost Type 8 Outside Labor	Totals
01 58 13	Temporary Project Signage	$ -	$ -	$ -	$ -	$ 3,000.00	$ -	$ 3,000.00
01 70 00	**EXECUTION AND CLOSEOUT REQUIREMENTS**							
01 71 00	**Execution and Preparation**							
01 71 23	Survey / Layout / As-builts	$ -	$ -	$ -	$ 30,415.00	$ -	$ -	$ 30,415.00
01 73 00	**Execution**							
01 73 10	Equipment Rental	$ -	$ 36,000.00	$ -	$ -	$ -	$ -	$ 36,000.00
01 73 20	Fuel - Equipment Rental	$ -	$ -	$ -	$ -	$ 19,644.00	$ -	$ 19,644.00
01 73 50	Miscellaneous Field Expenses	$ -	$ -	$ -	$ -	$ 9,450.00	$ -	$ 9,450.00
01 74 00	**Cleaning and Waste Management**							
01 74 19	Waste Removal	$ -	$ -	$ -	$ -	$ 4,500.00	$ -	$ 4,500.00
01 74 23	Final Cleaning	$ -	$ -	$ -	$ -	$ 5,000.00	$ -	$ 5,000.00
	DIVISION 02 - EXISITING CONDITIONS							
02 40 00	**DEMOLITION AND STRUCTURE MOVING**							
02 41 00	**Demolition**							
02 41 13	Site Demolition	$ -	$ -	$ -	$ -	$ 352,157.00	$ -	$ 352,157.00
02 41 16	Structure Demolition	$ -	$ -	$ -	$ -	$ 328,055.00	$ -	$ 328,055.00
	DIVISION 32 - EXTERIOR IMPROVEMENTS							
32 80 00	**IRRIGATION**							
32 80 00	Irrigation & Landscape Restoration (Estero Pkwy)	$ -	$ -	$ -	$ 9,550.00	$ -	$ -	$ 9,550.00
	DIVISION 33 - UTILITIES							
33 01 00	**Operation and Maintenance of Utilities**							
33 01 00	General Site Utilities	$ -	$ -	$ -	$ 547,985.00	$ -	$ -	$ 547,985.00
33 32 00	**Wastewater Utility Pumping Stations**							
33 32 00	Sanitary Equipment	$ -	$ -	$ -	$ 1,711,627.00	$ -	$ -	$ 1,711,627.00
	SUBTOTALS							
	SUBTOTAL	**$ 425,760.00**	**$ 90,500.00**	**$ -**	**$ 2,508,992.00**	**$ 987,468.00**	**$ 5,000.00**	**$ 4,017,720.00**
	BONDS AND INSURANCE							
01 00 16	Performance & Payment Bonds	$ 7,409.00	$ 1,575.00	$ -	$ 43,663.00	$ 17,184.00	$ 87.00	$ 69,918.00
01 00 17	General Liability Insurance	$ 5,927.00	$ 1,260.00	$ -	$ 34,930.00	$ 13,748.00	$ 70.00	$ 55,935.00
01 00 18	Railroad Liability Insurance						$ 5,000.00	$ 5,000.00
	SUBTOTALS							
	SUBTOTAL	**$ 439,096.00**	**$ 93,335.00**	**$ -**	**$ 2,587,585.00**	**$ 1,018,400.00**	**$ 10,157.00**	**$ 4,148,573.00**

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
GMP DTAIL
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Cost Code	Description	Cost Type 2 Labor	Cost Type 4 Rental	Cost Type 5 Material	Cost Type 6 Subcontracts	Cost Type 7 Other Costs	Cost Type 8 Outside Labor	Totals
	CONTINGENCY							
01 21 16	Owner Contingency (5.5%)	$ 24,150.00	$ 5,133.00	$ -	$ 142,317.00	$ 56,012.00	$ 559.00	$ 228,171.00
	SUBTOTALS							
	SUBTOTAL	**$ 463,246.00**	**$ 98,468.00**	**$ -**	**$ 2,729,902.00**	**$ 1,074,412.00**	**$ 10,716.00**	**$ 4,376,744.00**
	FEE							
	CMAR Fee (6.5%)	$ 30,111.00	$ 6,400.00	$ -	$ 177,444.00	$ 69,837.00	$ 697.00	$ 284,489.00
	TOTALS							
	TOTAL	**$ 493,357.00**	**$ 104,868.00**	**$ -**	**$ 2,907,346.00**	**$ 1,144,249.00**	**$ 11,413.00**	**$ 4,661,233.00**

Wright Construction Group, Inc. Project Hourly Wage Rates for 2025 - 2026		
01 31 01	Project Superintendent	$ 125.00
01 31 03	Project Manager	$ 132.00
01 31 04	Project Executive	$ 167.00
01 31 05	Project Administrator	$ 84.00
01 31 07	General Superintendent	$ 145.00

Wage rates include:
Payroll Taxes, Vehicle, Vacation, Health Insurance, Holidays, Sick Days, Retirement Plan, Workers Compensation, Training, Cell Phone, and Bonuses.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 5: CLARIFICATIONS / ASSUMPTIONS / QUALIFICATIONS
06/11/25

The clarifications/assumptions/qualifications contained in this proposal constitute the final agreement concerning each of these items and supersede prior drawings, specifications, agreements, correspondence, and understandings between the Construction Manager and the Owner.

Subheadings are for ease of reference only.

DIVISION 1

GENERAL

1) The GMP is not a line item GMP.
2) The following will be furnished by the Owner at no cost to the Construction Manager:
   a. CAD Files, including any and all revisions of the plans.
   b. CAD Files of property surveys.
   c. Village permit fees, except Electrical and Demolition
3) All colors to be selected for this project will be standard manufacturer's colors. No cost of special colors is included in this estimate.
4) KBJ Development Services Inc – Wright Construction Group may engage the services of KBJ Development – a company with which it shares mutual ownership – to perform a specific scope of service. The estimated percentage of work conducted by KBJ would not exceed 3%. The partnership allows us to combine our expertise and resources to ensure a seamless workflow and uphold the highest quality standards.

PERMITTING, ENVIRONMENTAL COMPLIANCE, IMPACT FEES AND EASEMENTS

5) This estimate assumes that all other permits, environmental studies, and investigations, including asbestos and lead paint studies, have been completed and paid for directly by the Owner. No other permits, studies, or investigations are included in this estimate.
6) No handling or removal of asbestos or hazardous materials or handling of asbestos or hazardous materials is included.
7) No lead paint removal is included in this estimate.
8) No impact fees are included in this estimate.
9) This estimate assumes that all required easements and/or rights-of-way have been secured and/or paid for by the Owner. If unsecured easements and/or rights-of-way exist, this estimate assumes that they will be obtained and paid for by others so as not to impact the construction schedule.
10) No utility fees (power, water, sewer, stormwater, telephone, gas, etc.) are included in this estimate, including fees and costs for design, assessments, connection, usage, etc.

SCHEDULE, WEATHER AND WORK HOURS

11) The GMP assumes that work may take place during regular working hours of 7:00 AM to 5:00 PM Monday through Saturday. No allowance has been made to accelerate the schedule and work outside these regular hours. If the Construction Manager is required to accelerate the

schedule or work outside of these regular working hours for reasons outside of the Construction Manager's control, the schedule and the GMP will be adjusted accordingly.

12) The GMP assumes construction operations will not be allowed on Sundays without the approval of the Owner's Project Manager. Such approval shall not be unreasonably withheld. If such approval is withheld and it thereby results in a delay or delays to the project, it will be cause for an increase in the GMP and/or an extension of time.

RESPONSIBILITIES AND INSPECTIONS

13) The estimate does not include the cost of any inspections, except as listed in the GMP, required by the Owner or Governmental Agencies having jurisdiction over the work.
14) The estimate assumes that unrestricted access, except as stated in the contract documents listed in this proposal, to the site will be provided by the Owner at no cost to the Construction Manager including use of existing roads and entryways.
15) The estimate includes coordination with the Owner's consultants and the Owner's other contractors (if any) but does not include supervising the work of the Owner's consultants or the Owner's other contractors.
16) The estimate does not include any cost of the work necessitated by the actions or inactions of Owner's consultants or the Owner's other contractors.

DIVISION 2 – SITEWORK

1) It shall be the responsibility of others to locate any underground utilities within the boundaries of the temporary construction easement. Repair of any damaged utilities and/or infrastructure that are not located or are improperly located will be at the expense of the owner of said utilities or infrastructure.
2) WCG will be utilizing the existing paved entry for access to Sunny Grove Park during construction of the Lift Station and Decommissioning of the WWTP.
3) WCG will not be utilizing the existing paved entry for access to Cypress Bend RV Resort during reconstruction of the Lift Station and Decommissioning of the WWTP.
4) No allowance has been included for recording and preserving historical and archeological finds.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 6: ALLOWANCES
06/11/25

The following allowances are included in the estimates. These amounts are based on our best estimate of the value of each item or the amount stipulated by the Owner. When the actual costs of these items are determined, a change order will be issued adjusting the contract amount accordingly.

The project team shall endeavor to complete the project in such a manner to achieve the allowances stated herein and keep the total project cost within the Guaranteed Maximum Price:

Item No.	Description	Amount
1	01 00 26 Construction Engineering Inspection (CEI)	$100,000.00
2	01 00 28 Owner Stipulated Allowance (FPL 3 Phase Power)	$250,000.00
3	01 21 16 Owner Contingency Fund	$228,171.00

WRIGHT CONSTRUCTION GROUP

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 7: EXCLUSIONS
06/11/25

The following items are specifically excluded from this estimate. These items were excluded based upon previous discussions indicating that they were to be provided by others or that they were not to be included in the project cost. In some instances, these items have been excluded because they were determined to be unnecessary.

Item #	Description
1	Impact Fees.
2	Utility Connection Fees
3	Special Inspection Fees
4	Permits Fees, except fees for the SWPPP, Electrical, & Demo Permits
5	Davis – Bacon Wage Rates
6	FDOT Right of Way Permit
7	Lee Country Right of Way Permits
8	Village of Estero Right of Way Permit Fee
9	Building Permits
10	Remediation, handling, or disposal of hazardous and / or contaminated materials below grade. If encountered, the work will be halted until such time as these conditions can be address by all stake holders.
11	Removal, protection, or relocation of endangered species.
12	Archaeological Monitoring does not include costs related to finding human remains
13	Standby costs related to work stoppage due to finding archaeological artifacts

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

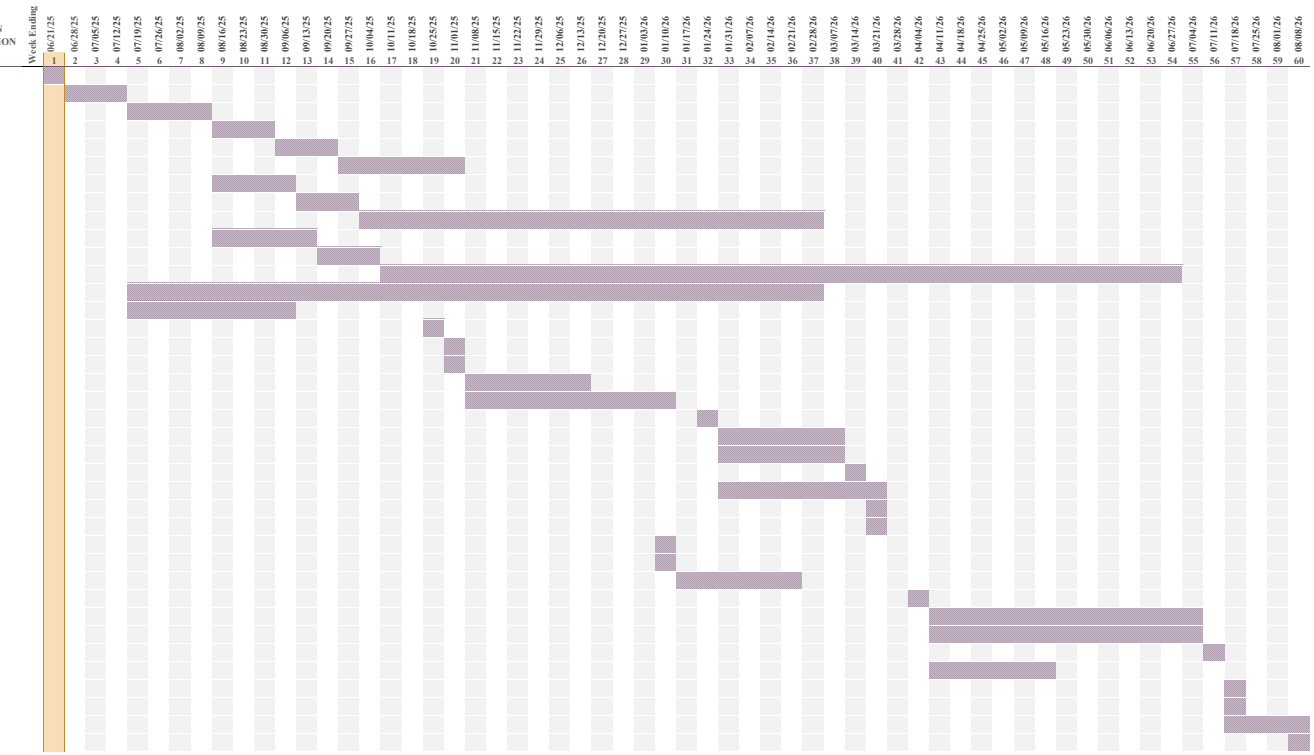
SECTION 8: SCHEDULE
06/11/25

The actual start date will be determined after all permits are received and the Notice to Proceed is issued by the Village of Estero. All work will be completed in 420 calendar days.

The following Bar Chart is the Preliminary Schedule for the work.

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 - CYPRESS BEND RV RESORT & SUNNY GROVE PARK
GMP SUBMISSION
PRELIMINARY SCHEDULE

ACTIVITY	PLAN START	PLAN DURATION
Village Council Approval	1	1
Notice to Proceed/Contract	2	3
Subcontracts/Commitments	5	4
Submittals (01-General)	9	3
Submittals (01) Review/Approvals	12	3
Procurement (01-General)	15	6
Submittals (02-Pumps/Panels/Precast)	9	4
Submittal (02) Review/Approvals	13	3
Procurement (02-Pumps/Panels/Precast)	16	22
Submittal (03-Generator)	9	5
Submittal (03 Review/Approval)	14	3
Procurement (03-Generator)	17	38
FPL (3 Phase Power)	5	33
CB MOT Design (Estero Pkwy)	5	8
CB MOT Set-Up	19	1
CB Erosion Control	20	1
CB Temp Entry	20	1
CB Force Main	21	6
CB Water Main	21	10
CB Wastewater Bypass System Set-Up	32	1
CB Wastewater Bypass Pumping	33	6
CB Lift Station	33	6
CB LCU Walk Through-Start-Up	39	1
CB WWTP Decommissioning	33	8
CB Substantual Completion	40	1
CB Final Clean-up & Punchout	40	1
SG MOT Set-Up	30	1
SG Erosion Control	30	1
SG Force Main	31	6
SG Wastewater Bypass System Set-Up	42	1
SG Wastewater Bypass Pumping	43	13
SG Lift Station	43	13
SG LCU Walk Through-Start-Up	56	1
SG WWTP Decommissioning	43	6
CB Substantual Completion	57	1
CB Final Clean-up & Punchout	57	1
Closeout Documentation	57	4
Final Completion	60	1



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VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 9: BID TABULATION
06/11/25

Wright Construction Group advertised for bids in the News-Press on April 26, 27, and 28, 2025. (See Exhibit C- AFFIDAVIT OF PUBLICATION)

On May 1, 2025, Wright Construction Group held a Non-Mandatory Prebid Meeting.

The original bid date was extended 6 days, allowing bidders additional time to prepare their bids.

Wright Construction Group utilized our Subcontractor/Vendor database to specifically invite 63 firms to bid this project. All invited firms were called encouraging them to bid at least once. 21 firms declined, 14 firms indicated they would bid, and 28 did not indicate their intentions. 7 firms submitted bids. 4 of the 7 firms were Rejected for Cause (see below)

Additionally, 8 professional service firms were contacted for pricing. 7 of the 8 firms submitted pricing.

Bids Received and Rejected for Cause

ABC Electric Service Inc submitted a bid for Bid Package 04 Cypress Bend – Lift Station, The bid was for electrical only. Therefore, this bid did not comply with the bid requirements. Additionally, we compared like-items to the other bid received. ABC Electric Services was 67.4% high.

ABC Electric Service Inc submitted a bid for Bid Package 10 Sunny Grove – Lift Station, The bid was for electrical only. Therefore, this bid did not comply with the bid requirements. Additionally, we compared like-items to the other bid received. ABC Electric Services was 44.9% high.

Acme Barricades submitted pricing for Maintenance of Traffic (MOT) devices only and did not provide pricing for MOT design. Therefore, this bid did not comply with the bid requirements

Blevins Road Boring submitted a bid for 12” HDPE DR-11 Horizontal Directional Drill (HDD). The bid was for labor and equipment only and contained multiple exclusions. Therefore, this bid did not comply with the bid requirements

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 9: BID TABULATION
06/11/25

Bid Package	Bidder/Vender	Total Bid	Notes
1	**Cypress Bend - Erosion Control & Site Signage**		
	Kate's Envro Fence	$ 7,800.00	Bid Form, Addenda, No Bond
2	**Cypress Bend - Maintanance of Traffic**		
	No Bids Reveived		
3	**Cypress Bend - Underground Utilities**		
	Cabana Construction	$ 332,920.46	Bid Form, Addenda, Bond
	MAJ Contracting	$ 874,749.80	Bid Form, Addenda, Bond
4	**Cypress Bend - Lift Station**		
	MAJ Contracting	$ 526,725.07	Bid Form, Addenda, Bond
5	**Cypress Bend - WWTP Demolition**		
	Honc Destruction	$ 163,770.00	Bid Form, Addenda, Bond
6	**Cypress Bend - WWTP Pond Abandonment**		
	Honc Destruction	$ 304,365.00	Bid Form, Addenda, Bond
7	**Sunny Grove - Erosion Control & Site Signage**		
	Kate's Envro Fence	$ 3,180.00	Bid Form, Addenda, No Bond
8	**Sunny Grove - Maintanance of Traffic**		
	No Bids Reveived		
9	**Sunny Grove - Underground Utilities**		
	Cabana Construction	$ 215,064.00	Bid Form, Addenda, Bond
	MAJ Contracting	$ 575,632.71	Bid Form, Addenda, Bond
10	**Sunny Grove - Lift Station**		
	MAJ Contracting	$ 1,184,900.71	Bid Form, Addenda, Bond
11	**Sunny Grove - WWTP Demolition**		
	Honc Destruction	$ 164,285.00	Bid Form, Addenda, Bond
12	**Sunny Grove - WWTP Pond Abandonment**		
	Honc Destruction	$ 47,792.00	Bid Form, Addenda, Bond

VILLAGE OF ESTERO, FLORIDA
UTILITY EXPANSION PROGRAM
PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK

GMP SUBMISSION

SECTION 10: EXHIBITS
06/11/25

A. Koreshan State Park FDEP Letter of Consent (Sunny Grove Park) 8 Pages
B. Seminole Gulf Railway Temporary Construction License (Cypress Bend RV Resort) 10 Pages
C. Bid Advertisement – Affidavit of Publication News-Press 2 Pages

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

December 16, 2022

Lee County Utilities
Attn: Nathan Beals, Manager
1500 Monroe Street, 1st Floor
Fort Myers, Florida 33907
Nbeals@leegov.com

Re: Force Main Easement

Dear Mr. Beals:

Thank you for contacting the Division of Recreation and Parks (DRP), leaseholder of Koreshan State Park (Park) under Lease Number 3630. DRP has reviewed Lee County's and the Village of Estero's joint project that includes the installation of force main piping across Park lands, to become part of Lee County's wastewater collection system. DRP has determined this request is not inconsistent with the goals of the Park's approved unit management plan.

Please be aware, however, that this letter should accompany your request for easement to the Division of State Lands, Bureau of Public Land Administration. For more information, visit their website at https://floridadep.gov/lands/bureau-public-land-administration DRP has determined that it has no objection to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (GRANTOR), issuing this easement to Lee County (GRANTEE), in those areas as depicted in the attached **Exhibit "A",** subject to the following special conditions:

Special Conditions for Koreshan State Park

A. GRANTEE shall contact the managing agency's park manager (Park Manager) of Koreshan State Park (Park) by phone at (239) 253-1673, not less than (14) days in advance of GRANTEE'S initial planned entry into the Park. At the discretion of the Park Manager, an onsite meeting with GRANTEE'S project manager may be required prior to accessing the Park.
B. GRANTEE shall follow all of the Park Manager's specialized instructions discussed at the pre-construction meeting.

C. GRANTEE shall contact the Florida Department of State, Division of Historical Resources (DHR), to determine if a certified archaeological monitor is required to be on-site for all ground-disturbing activities. Further, GRANTEE shall provide written confirmation to the Park Manager that the aforementioned determination from DHR has been obtained. Should an on-site monitor be required, GRANTEE shall provide one at GRANTEE'S sole cost and expense. DHR may be contacted directly at (850) 245- 6333

D. GRANTEE shall ensure that all stationary and mechanized equipment entering the Park is clean and does not contain any soil, plant, or animal remains in an effort to help prevent exotic or invasive species from entering the Park. The Park Manager may inspect all equipment prior to Park entry and deny access for equipment that has not been sufficiently cleaned. For complete decontamination guidelines visit https://bugwoodcloud.org/CDN/floridainvasives/DecontaminationGuidelines_Handout.pdf

E. GRANTEE at its sole cost and expense, shall repair all damages caused to the Park that is a direct result of its project activities. This may include, but not be limited to, natural vegetation (trees, grasses, groundcover vegetation or trail surface). All repairs shall be done to the satisfaction and approval of the Park Manager. Additionally, GRANTEE shall leave the Park in the same condition, if not better, as on the first day of planned entry.

F. GRANTEE is prohibited from commencing any construction work within the easement area prior to submitting final construction plans to the State of Florida Department of Environmental Protection, Division of Recreation and Parks (DRP) and receiving written approval from DRP.

G. GRANTEE shall post signs notifying Park visitors of construction activities.

Please do not hesitate to contact me at (850) 245-3084 or via email at daniel.alsentzer@dep.state.fl.us should you have any questions.

Sincerely,

Daniel Alsentzer
Environmental Administrator
Office of Park Planning

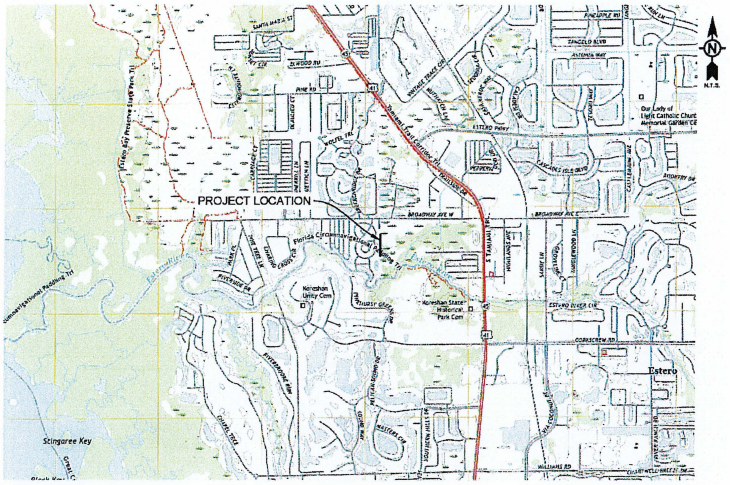
DA/dp
Attachment
cc: Ezell "BJ" Givens, Bureau Chief District 4
Zach Lozano, Park Manager, Koreshan State Park
Angel Granger, Planning Manager, OPP

December 16, 2022
Nathan Beals
Page **3** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)



SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST AS BEING S00°42'08"E.
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
3. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

TABLE OF CONTENTS

SHEET 1 COVER SHEET
SHEET 2 SURVEY
SHEET 3 LEGAL

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

LAWRENCE E. JENKINS
PROFESSIONAL
SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5364
TETRA TECH - LB #26

TETRA TECH
www.tetratech.com

201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.385 FAX: 407.839.3790

SKETCH AND DESCRIPTION
UTLITY EASEMENT

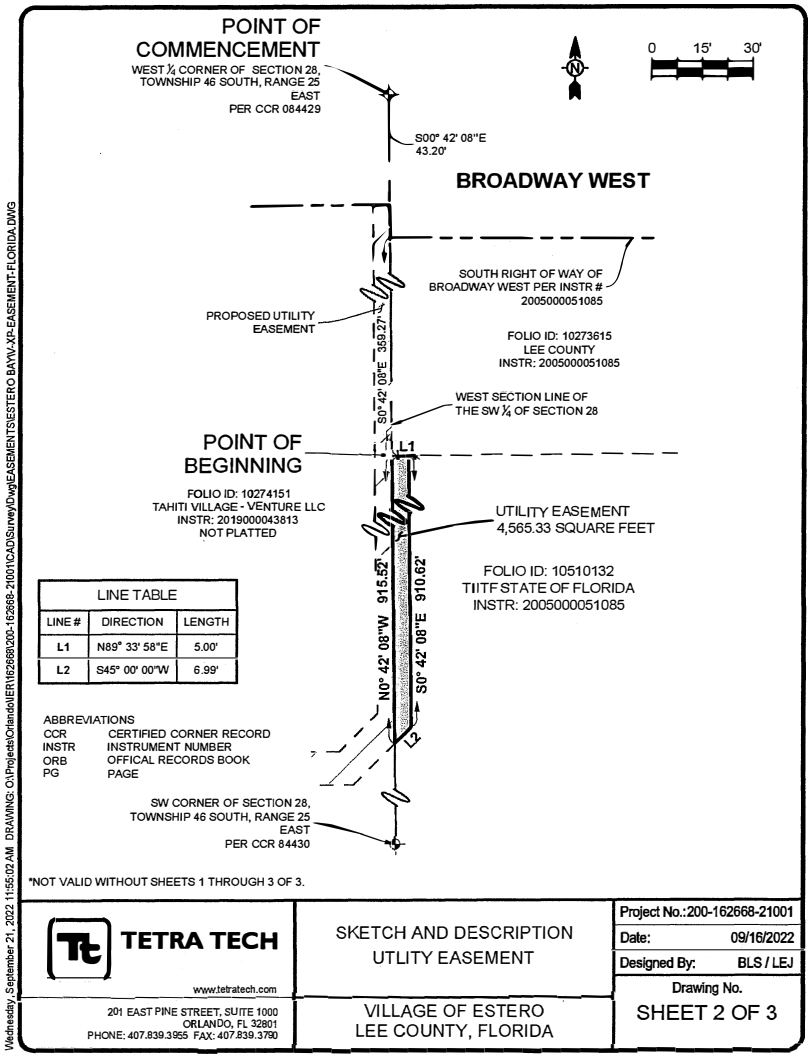
VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

Project No.:	200-162668-21001
Date:	09/16/2022
Designed By:	BLS / LEJ
Drawing No.	SHEET 1 OF 3

Wednesday, September 21, 2022 11:55:02 AM DRAWING: O:\Projects\Orlando\ER\162668200-162668-210011\CAD\Survey\Dwg\EASEMENTS\ESTERO BAY\V-XP-EASEMENT-FLORIDA.DWG

December 16, 2022
Nathan Beals
Page **4** of **8**

EXHIBIT "A"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89° 33' 58"E	5.00'
L2	S45° 00' 00"W	6.99'

ABBREVIATIONS
CCR CERTIFIED CORNER RECORD
INSTR INSTRUMENT NUMBER
ORB OFFICAL RECORDS BOOK
PG PAGE

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

TETRA TECH
www.tetratech.com
201 EAST PINE STREET, SUITE 1000
ORLANDO, FL 32801
PHONE: 407.839.3955 FAX: 407.839.3790

SKETCH AND DESCRIPTION
UTLITY EASEMENT

VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

Project No.:200-162668-21001
Date: 09/16/2022
Designed By: BLS / LEJ
Drawing No.
SHEET 2 OF 3

Wednesday, September 21, 2022 11:55:02 AM DRAWING: O:\Projects\Orlando\ER\162668\000-162668-21001\CAD\Survey\Dwg\EASEMENTS\ESTERO BAYW-XP-EASEMENT-FLORIDA.DWG

December 16, 2022
Nathan Beals
Page **5** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION - UTILITY EASEMENT

A PARCEL LAND LOCATED IN THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE WEST ¼ CORNER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25, THENCE RUN S.00°42'08"E., ALONG THE WEST LINE OF SAID SOUTHWEST ¼ FOR A DISTANCE OF 43.20 FEET, TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF BROADWAY WEST AS RECORDED IN INSTRUMENT NUMBER 2005000051085, THENCE CONTINUE S.00°42'08"E., FOR A DISTANCE OF 359.27 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID WEST LINE RUN N.89°33'58"., FOR A DISTANCE OF 5.00 FEET; THENCE RUN S.00°42'08"E., FOR A DISTANCE OF 910.62 FEET; THENCE RUN S.45°00'00"W., FOR A DISTANCE OF 6.99 FEET TO THE AFOREMENTIONED WEST LINE; THENCE RUN N.00°42'08"W., ALONG SAID WEST LINE FOR A DISTANCE OF 915.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,565.33 SQUARE FEET OR 0.1048 ACRES, MORE OR LESS.

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

TETRA TECH www.tetratech.com 201 EAST PINE STREET, SUITE 1000 ORLANDO, FL 32801 PHONE: 407.839.3955 FAX: 407.839.3790	SKETCH AND DESCRIPTION UTLITY EASEMENT VILLAGE OF ESTERO LEE COUNTY, FLORIDA	Project No.:200-162668-21001 Date: 09/16/2022 Designed By: BLS / LEJ Drawing No. SHEET 3 OF 3

Wednesday, September 21, 2022 11:55:02 AM DRAWING: O:\Projects\Orlando\IER\162668\200-162668-21001\CAD\Survey\Dwg\EASEMENTS\ESTERO BAY\V-XP-EASEMENT-FLORIDA.DWG

December 16, 2022
Nathan Beals
Page **6** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

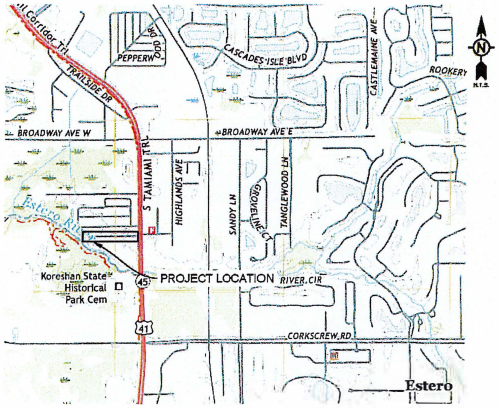


TABLE OF CONTENTS

SHEET 1 COVER
SHEET 2 SURVEY
SHEET 3 LEGAL

SURVEYOR'S NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 28 AS BEING N00°41'43"W.
3. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORDS AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE LANDS SHOWN HEREON.
4. NO UNDERGROUND INSTALLATIONS, FOUNDATION FOOTINGS OR IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS NOTED.
5. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
6. THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE.

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

LAWRENCE E. JENKINS
PROFESSIONAL
SURVEYOR AND MAPPER
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SKETCH AND DESCRIPTION
UTLITY EASEMENT

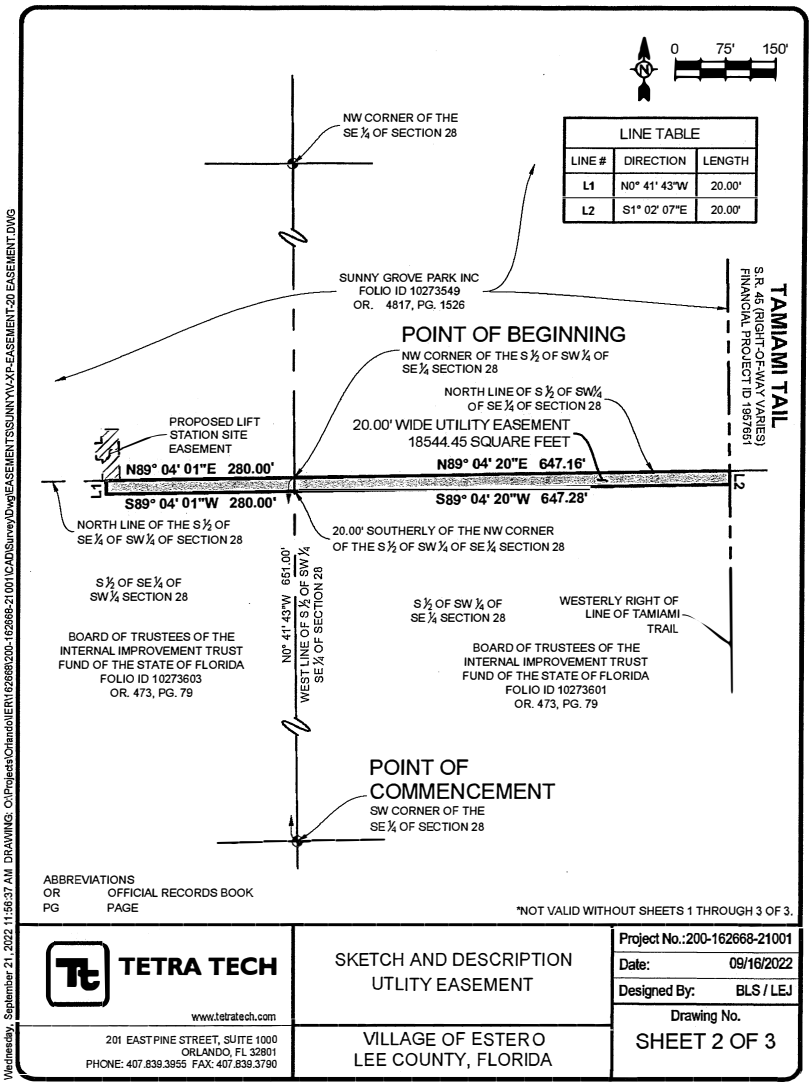
VILLAGE OF ESTERO
LEE COUNTY, FLORIDA

Project No.:	200-162668-21001
Date:	09/16/2022
Designed By:	BLS / LEJ
Drawing No.	SHEET 1 OF 3

Wednesday, September 21, 2022 11:56:36 AM DRAWING: O:\Projects\Orlando\ER\162668\200-162668-21001\CAD\Survey\Dwg\EASEMENTS\SUNNYW-XP-EASEMENT-20 EASEMENT.DWG

December 16, 2022
Nathan Beals
Page **7** of **8**

EXHIBIT "A"



December 16, 2022
Nathan Beals
Page **8** of **8**

EXHIBIT "A"

SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION - 20' UTILITY EASEMENT

THAT PORTION THE NORTH 20.00 FEET OF THE SOUTH 1/2, OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

TOGETHER WITH:

THAT PORTION THE NORTH 20.00 FEET OF THE SOUTH 1/2, OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 46 SOUTH, RANGE 25 EAST; THENCE RUN N.00°41'43"W., ALONG THE WEST LINE OF THE SOUTH 1/2, OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 651.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE RUN N.89°04'20"E ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 28, FOR A DISTANCE OF 647.16 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF TAMIAMI TAIL (RIGHT OF WAY VARIES); THENCE RUN S.01°02'07"E., ALONG SAID WESTERLY RIGHT OF WAY, FOR A DISTANCE OF 20.00 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINES, RUN S.89°04'20"W., ALONG A LINE 20.00 FEET SOUTH OF AND PARALLEL TO THE AFOREMENTIONED NORTH LINE FOR A DISTANCE OF 647.28 FEET; THENCE RUN S.89°04'01"W. ALONG A LINE 20.0 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 28 FOR A DISTANCE OF 280.00 FEET; THENCE RUN N00°41'43"W., FOR A DISTANCE OF 20.00 FEET; THENCE RUN N.89°04'01"E., ALONG SAID NORTH LINE FOR A DISTANCE OF 280.00 FEET TO THE POINT OF BEGINNING

CONTAINING 18,544.45 SQUARE FEET OR 0.4257 ACRES, MORE OR LESS.

*NOT VALID WITHOUT SHEETS 1 THROUGH 3 OF 3.

TETRA TECH www.tetratech.com 201 EAST PI NE STREET, SUITE 1000 O RLANDO FL 32801 PHONE: 407.839.3955 FAX: 407.839.3790	SKETCH AND DESCRIPTION UTLITY EASEMENT VILLAGE OF ESTERO LEE COUNTY, FLORIDA	Project No.:200-162668-21001 Date: 09/16/2022 Designed By: BLS / LEJ Drawing No. SHEET 3 OF 3

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August 2, 2024

TEMPORARY CONSTRUCTION LICENSE AGREEMENT

THIS TEMPORARY CONSTRUCTION LICENSE AGREEMENT, made this 22nd day of August, 2024 ("AGREEMENT"), between **SEMINOLE GULF RAILWAY, L.P.**, a limited partnership under the laws of the State of Delaware (hereinafter referred to as **"SGLR"**) whose mailing address is 4110 Centerpointe Drive Suite 207, Fort Myers, Florida 33916 and **VILLAGE OF ESTERO** , a political subdivision of the State of Florida, (hereinafter referred to as **"VILLAGE"**) whose mailing address is 9401 Corkscrew Palms Circle, Estero, Florida 33928.

WITNESSETH:

WHEREAS, SGLR owns the real property, track improvements including grading, bridges, and other rail facilities (**"Rail Facilities"**) comprising a line of railroad lying generally between Arcadia and Naples, Florida; and

WHEREAS, VILLAGE has applied to SGLR for permission to use a segment of its right-of-way for VILLAGE's entry for a construction project adjacent to the Railroad right-of-way, near Estero, Florida at approximately railroad milepost AX 979.30, near Estero Parkway adjacent to Cypress Bend RV Park ONLY, hereinafter referred to as the "AREA"; and whereas VILLAGE's activity may have some impact on SGLR's business use of that portion of its right-of-way, and

WHEREAS, SGLR is willing to accord to VILLAGE the implementation so applied for, but only upon and subject to the terms, conditions and limitations set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, intending to be legally bound, the parties do hereby agree as follows:

1. SGLR, insofar as it has the legal right to do so and in consideration of the covenants and conditions hereinafter stated on the part of VILLAGE to be kept and performed, hereby permits, the VILLAGE to enter upon SGLR's right-of-way, subject to all of the terms, conditions, and limitations as set forth in this AGREEMENT, in the area shown in detail on plan prepared and submitted by VILLAGE and approved by SGLR attached hereto as Exhibit "A" and made a part hereof ("The Plan").

2. VILLAGE represents and warrants that it is duly authorized in accordance with the laws of the State of Florida to enter into this AGREEMENT and to be bound by the covenants and conditions contained herein.

3. (a) The work shall be performed in accordance within the limitations, covenants and conditions as contained herein, and no departure shall at any time be made therefrom except upon permission in writing granted by SGLR; provided, however, that if any governmental or regulatory body having jurisdiction in the premises has regulated the manner and means of the performance of the work as stated herein, then VILLAGE shall comply therewith after prior notice to SGLR as to any required departure from the plans. Supervision over the location of the work, inspection of the work area(s) shall be subject to the approval of SGLR. The work shall not be performed until the method of performance of the work, the scheduling of the work, and all related matters have been approved in writing by SGLR. All work performed shall be completed in a safe and professional manner, under the total control of

SGLR with a qualified SGLR Flagman/Inspector on site, at SGLR discretion, when work is to be performed. Should SGLR determine that a Flagman/Inspector is required a flagging fee of One Thousand Five Hundred and Eighty Dollars ($1,580.00) per day will apply provided all work is done on a Monday through Friday. All scheduling and work shall be coordinated with the SGLR Chief Engineer, or his representative.

(b) In implementing the rights of VILLAGE under this AGREEMENT to access the rail facilities and area, all of the work performed shall be done under such conditions, including access to the site, as will be reasonably satisfactory to SGLR, and as will not interfere with the proper and safe use, operation and enjoyment of the property of SGLR or its successors or assigns, and including, but not limited to business invitees, licensees and lessees of SGLR. While SGLR shall cooperate with VILLAGE in identifying all property uses which may conflict with VILLAGE'S intent, VILLAGE will assume all liabilities or claims related thereto subject to the limits of sovereign immunity as outlined in Section 768.28, Florida Statutes. VILLAGE shall comply with all "Sunshine" locate requirements and shall take particular precautions not to disturb any fiber optic lines and or gas lines traversing the area. No work shall be performed, at any time, within twenty (20) feet of the track.

4. VILLAGE shall perform all work in a timely fashion, and to the complete satisfaction of the SGLR Chief Engineer or his representative. VILLAGE shall restore the property and right-of-way of SGLR to a condition that is equal to or exceeds the condition the property and right-of-way of SGLR is in at the commencement of the work. The work must be consistent with that as may be required for the safe operation and maintenance of the properties of SGLR and shall, upon notice by telephone, confirmed in writing, or by email or fax from SGLR requiring it so to do, promptly make such repairs, renewals and removals thereto as may be required by SGLR, provided those repairs, renewals, and removals are a result of the work being performed by VILLAGE. However, in the event of an emergency situation resulting from the work performed by VILLAGE, and if necessary to protect the property, traffic, patrons or employees of SGLR, or any other person, from damage or injury, qualified employees of SGLR may with or without notice to VILLAGE at any time make such external repairs thereto and furnish such material therefor as it deems adequate and necessary, all at the sole cost and expense of VILLAGE. Any costs incurred by SGLR pursuant to this Section shall be promptly reimbursed to SGLR by VILLAGE upon demand. VILLAGE shall have access to the area (s) to complete the work as described herein, and at the completion of the work as described herein, all permission for that access shall cease. Upon the completion of the work as described herein, this AGREEMENT shall terminate.

5. SGLR's right of supervision over the location of the work and inspection of the area (s) from time to time, and SGLR's right to approve or disapprove of any contemplated work on the area (s), shall extend for such distance on each side of the area (s) as may, in SGLR's judgment, be necessary to support and sustain the tracks and roadbed of SGLR.

6. VILLAGE shall comply with all Federal, State and local laws which govern the location, area, and work to be performed now or hereinafter enacted, and shall assume all costs, expense and responsibility in connection therewith, without any liability whatsoever on the part of SGLR.

7. (a) The Village hereby agrees to fully indemnify and hold harmless SGLR, its officers, employees, assigns, and agents from and against any and all claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of any damage or injury to persons or property suffered or claimed to have been suffered, by any intentional, reckless or negligent act or omission of the Village, its directors, officers, employees, or agents in the

carrying out the activities authorized by this AGREEMENT. SGLR (Claimant) will give the Village (Indemnitor) prompt notice of any such claim and the Indemnitor will undertake the defense thereof by representatives of its own choosing. In the event Indemnitor, within a reasonable time after notice of claim, fails to defend, the Claimant shall have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnitor, subject to the right of the Indemnitor to assume such defense at any time prior to settlement, compromise or final determination thereof. Notwithstanding the foregoing, in the event the Claimant reasonably believes that counsel defending any such action has unacceptable conflicts of interest or otherwise lacks the skill to adequately protect Claimant's interest, Claimant reserves the right to defend itself with its own counsel or retained counsel at the Indemnitor's expense, unless the Claimant is found negligent or otherwise responsible for the occasion of the litigation. 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. Notwithstanding any provision contained herein, VILLAGE agrees to reimburse SGLR ENTITIES for all cost and expenses for any real property damages, including ground settlement, and drainage issues relating to SGLR's land and/or facilities resulting from VILLAGE'S work to be performed on or about SGLR's Rail Facilities.

(b) As additional condition for the granting of this AGREEMENT, VILLAGE agrees to pay SGLR its costs and attorney fees and any damages which are incurred by SGLR directly or indirectly as a result of the granting of this AGREEMENT, including but not limited to any attorney fees or cost incurred as a result of any action taken by any government with regard to the area (s) or this AGREEMENT.

(c) Prior to performing any work related to this License, by or on behalf of VILLAGE by any party other than SGLR, contractor or VILLAGE shall furnish**:**

Railroad Protective liability insurance with per occurrence limit of not less that Two Million Dollars ($2,000,000) and aggregate limit of not less than Six Million Dollars ($ 6,000,000) written on the ISO form. The policy is to name Seminole Gulf Railway LP as the named insured, The original policy for Railroad Protective liability insurance must be provided to Seminole Gulf Railway LP, prior to the commencement of any work on Railroad property.

Comprehensive liability including contractual liability with a combined single limit of Five Million Dollars ($5,000,000) per occurrence and Ten Million Dollars ($10,000,000) aggregate is required. The policy shall contain endorsement GC2417 (Contractual Railroad Liability), and shall not exclude underground work. Seminole Gulf Railway LP shall be included as named additional insured and blanket additional insured endorsements are not acceptable.

Auto liability with a combined single limit of not less than Two Million Dollars ($2,000,000). Seminole Gulf Railway LP shall be included as named additional insured. Policy must also be endorsed to include "Certain Operations In Connection with Railroads".

Workers compensation and employers liability with standard limits of liability. The policy is to contain a waiver of subrogation in favor of Seminole Gulf Railway LP. Endorsement page must also be included with submission.

All policies of insurance related to this License Agreement shall be endorsed to provide thirty (30) days' notice to each named insured by the insurance company before any reduction to or cancellation of the policies. Licensor shall be furnished with a certificate of insurance for the coverage provided for herein

indicating conformance to the foregoing, prior to the commencement of any work on Railroad property.

8. Unless other arrangements are made, VILLAGE working on Railroad property must be working under a fully executed AGREEMENT. Seminole Gulf Railway also requires a minimum of **14 business days** notice before any work can be performed on or about its right-of-way.

9. VILLAGE will be responsible for any damage or settlement caused to the right of way, and/or facilities and appurtenances of SGLR, arising solely or as a result of the use of the area (s), and VILLAGE agrees to pay to SGLR, on demand, the full cost and expense of repairing or restoring SGLR's facilities.

10. All costs and expenses in connection with the work to be performed shall be borne by VILLAGE, and in the event of work being performed or materials furnished by SGLR pursuant to this AGREEMENT, VILLAGE agrees to pay to SGLR the actual cost of material plus the applicable overhead percentages the cost of equipment at prevailing rates, and the then current billing rates for labor plus a reasonable profit factor. It is to be understood that the aforementioned rates are those which are effective at the time of the performance of any work by employees or contractors of SGLR. VILLAGE agrees to pay such bills within thirty (30) days of the presentation thereof by SGLR.

11. As part of the consideration of this AGREEMENT, VILLAGE covenants and agrees that no assessments, taxes or charges, of any kind, shall be made against SGLR or its property by reason of the work being performed under this AGREEMENT. VILLAGE further covenants and agrees to pay SGLR promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against SGLR or its respective property by reason of the work to be performed as a result of this AGREEMENT.

12. This AGREEMENT, and all rights and obligations herein, shall terminate except for the provisions of Paragraph 11, upon the completion of the work as described herein.

13. This AGREEMENT shall only be for the benefit of VILLAGE.

14. VILLAGE understands that this AGREEMENT does not allow VILLAGE to install or permit the installation of any utility, sign, lighting or any other improvement or use on SGLR property. This AGREEMENT does not allow VILLAGE to alter, remove or disturb any utility, structure, sign, lighting or other improvements, on or about the railroad rights-of-way owned by SGLR or others. The VILLAGE will however disconnect and grout in place the water and sewer pipes currently installed below ground under SGLR right-of way which service Cypress Bend RV Resort. It does not allow VILLAGE to allow additional drainage or to permit any drainage from adjacent properties, and properties owned and or controlled by VILLAGE. Any and all other existing agreements, leases, subleases and rights held by others in the area where work is to be performed remain intact and are not affected in any way by this AGREEMENT.

15. In consideration of this AGREEMENT VILLAGE shall pay SGLR, upon execution of this AGREEMENT One Dollar ($1.00), the receipt of which is hereby acknowledged. The document preparation fee of Seven Thousand Five Hundred Dollars ($7,500.00), to cover expenses related to the preparation and review of this TEMPORARY CONSTRUCTION AGREEMENT **has been waived.** The rail facility use fee related to this TEMPORARY CONSTRUCION AGREEMENT **has also been waived.**

16. The terms of this AGREEMENT shall be binding and effective upon the parties hereto, and

unless and until terminated, as hereinbefore provided, this AGREEMENT shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, however, this AGREEMENT may not be assigned without the prior written consent of SGLR.

17. Any correspondence or notice required in connection with the contents of this AGREEMENT should be addressed.

If to SGLR:

Seminole Gulf Railway, L.P.
4110 Center Pointe Drive, Suite 207
Fort Myers, Florida 33916
Phone: 239-275-6060
Fax: 239-275-0581
Attn.: Real Estate Department

If to VILLAGE:

Village of Estero
9401 Corkscrew Palms Circle
Estero, Florida, 33928
Attn: Village Manager

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate the day and year first above written.

WITNESSES for SGLR:

Print: David Harris

Address: 148 Morse Plaza
Fort Myers, FL 33905

SEMINOLE GULF RAILWAY, LP
By its General Partner,
SEMINOLE GULF RAILWAY, INC.

By: _____
~~G. Bruce Fay~~ Joseph C. Macri
Vice President

WITNESSES for VILLAGE:

Print: Carol Sacco

Address: 9401 Corkscrew Palm Circle
Estero, Fl 33914

VILAGE OF ESTERO, FLORIDA

By: _____

Print: David Willems

6

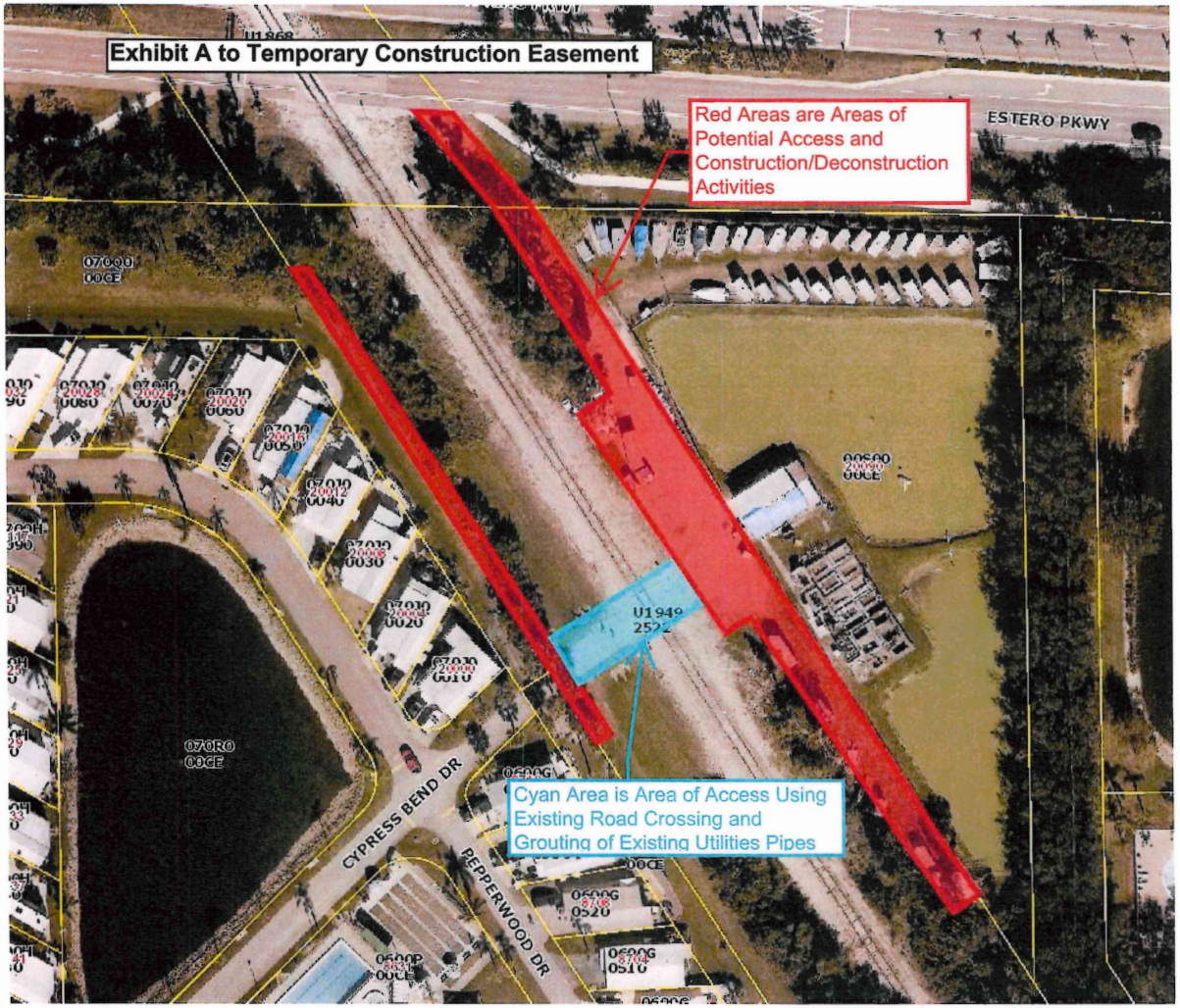
Exhibit A to Temporary Construction Easement
Red Areas are Areas of Potential Access and Construction/Deconstruction Activities
ESTERO PKWY
CYPRESS BEND DR
PEPPERWOOD DR
Cyan Area is Area of Access Using Existing Road Crossing and Grouting of Existing Utilities Pipes

NO EXHIBIT "B"

Project Location: AX 979.30

EXHIBIT "C"

RELEASE AND INDEMNIFICATION

FOR VALUE RECEIVED, and in consideration of being authorized by Seminole Gulf Railway LP, a Delaware limited partnership ("SGLR") to enter upon the property of SGLR in the performance of the contract between the undersigned contractor_____, whose address is _____ (the "CONTRACTOR") and Village of Estero ("VILLAGE"), which is a political subdivision of the State of Florida, with respect to the construction and maintenance and the usual appurtenances thereto which traverses the railroad lines of SGLR (the "Utility") pursuant to the Agreement attached hereto as Exhibit "A" (the "Agreement"), the undersigned, intending to be legally bound, agree as follows:

1. CONTRACTOR will comply with all the obligations of VILLAGE with respect to construction and maintenance of the Utility under the Agreement, including, without limitation, the provisions of Paragraph 3 thereof.

2. CONTRACTOR acknowledges and appreciates the risks and danger assumed and attendant upon the exercise of the permission granted hereunder, and assumes all risk of injury (including death) to itself, its officers, employees and agents, or to its property, occurring or arising while or resulting from being upon or about the property of SGLR, regardless of SGLR's fault or negligence.

3. CONTRACTOR, for itself and for its successors and assigns, agrees to release, indemnify, defend and save harmless SGLR and its respective officers, employees, agents, successors and assigns, from and against all damages, losses, claims, demands, suits, costs or expenses, including counsel fees, which SGLR may suffer or sustain, or be subject to, directly or indirectly, for personal injury, death or property damage suffered by anyone whomsoever (including SGLR and CONTRACTOR) and arising out of or caused either wholly or in part by the work performed on SGLR's property by the undersigned, regardless of the fault, failure or negligence of SGLR except for gross negligence.

4. In conformance with Section 725.06 Florida Statutes, to the extent it applies to this indemnity, the specific consideration given for the promises of the CONTRACTOR set forth in this Release and Indemnification is the right granted CONTRACTOR to perform work on SGLR's property, together with One Dollar ($1.00) in hand paid by SGLR to CONTRACTOR, receipt whereof is hereby acknowledged, and the adequacy of which CONTRACTOR accepts as completely fulfilling the obligations of SGLR under the requirements of Section 725.06 Florida Statutes.

5. CONTRACTOR agrees to obtain the insurance specified in paragraph 8(c) of the Agreement. If any such insurance shall be provided on a claims-made basis, then in addition to the coverage requirements specified in paragraph 8(c) of the Agreement, CONTRACTOR agrees to make every effort to maintain similar insurance for at least two years following completion of the construction or maintenance of the Utility. If the insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least two years to report claims arising from work performed in connection with construction of the Utility.

6. CONTRACTOR is responsible for the provision and maintenance of all appropriate insurance.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed this____day of_____, 20____.

ATTEST:	CONTRACTOR:
_____	By:_____
Title:_____	Title:_____

Seminole Gulf Railway

A LIMITED PARTNERSHIP
4110 Centerpointe Drive, Suite 207, Fort Myers, FL 33916
Telephone: (239) 275-6060 Facsimile: (239) 275-0581 Online: www.semgulf.com

INSURANCE AND RIGHT-OF-WAY REQUIREMENTS

ALL WORK PERFORMED ON RAILROAD RIGHT-OF-WAY MUST BE PERFORMED UNDER AN AGREEMENT BETWEEN THE RAILROAD AND A PUBLIC OR PRIVATE ENTITY. THE FOLLOWING REQUIREMENTS SHALL APPLY TO NEW CONSTRUCTION AND MAINTENANCE, PURSUANT TO SUCH AN AGREEMENT.

The **Licensee** is responsible for collecting, verifying for compliance, and submitting all insurance documentation listed below at least **14 BUSINESS DAYS** prior to any work being performed on Seminole Gulf Railway, LP property. EVERY Entity or Contractor working on property of Seminole Gulf Railway, LP, shall carry, with respect to the operations it or any of its subcontractors performs, the following insurance coverage:

Railroad Protective Liability Insurance with **per occurrence limit** of not less than **Two Million Dollars ($2,000,000)** and aggregate limit of not less than **Six Million Dollars ($ 6,000,000)** written on the **ISO** form, without exclusions. The policy is to name **Seminole Gulf Railway, LP**. as the **named insured.** The **original policy** for Railroad Protective liability insurance must be provided to Seminole Gulf Railway LP **14 business days prior to the commencement of any work on Railroad property**. **RAILROAD PROTECTIVE LIABILITY INSURANCE MUST BE PURCHSED THROUGH UNITED SHORTLINE INSURANCE SERVICES – www.unitedshortline.com or telephone 989-738-6400.**

Commercial General Liability Coverage using form CG0001 10-01 without modification. A combined single limit of **$5,000,000 per occurrence** and **$10,000,000 General Aggregate** is required. (This requirement may be met with an umbrella or excess general liability policy if the general liability policy limit alone is not sufficient). Seminole Gulf Railway, LP shall be endorsed as an additional insured **AND** policy endorsed to include "Contractual Liability Railroads". **BLANKET ADDITIONAL INSURED ENDORSEMENTS ARE NOT ACCEPTABLE AND COPIES OF BOTH ENDORSEMENTS MUST BE SUBMITTED WITH COI.**

Auto liability with a combined single limit of not less than **Two Million Dollars ($2,000,000)**. **Seminole Gulf Railway LP** shall be included as **additional insured**. Policy must also be endorsed to include "Certain Operations In Connection With Railroads".

Workers compensation and employers liability with standard limits of liability. The policy is to contain a waiver of subrogation in favor of **Seminole Gulf Railway, LP.** Endorsement page must also be included with submission.

Such policies of insurance shall be endorsed to provide thirty (30) days' notice to the name insured by the insurance company before any reduction to or cancellation of the policies. SEMINOLE GULF RAILWAY, LP shall be furnished with a **certificate of insurance** for the coverage provided for herein indicating conformance to the foregoing.

Unless other arrangements are made, any contractor working on Railroad property must be working under a fully executed Agreement. Seminole Gulf Railway, LP also requires a minimum of **14 business day** notice before any work can be performed on or about its right-of-way.

Arrangements shall also be made to have a qualified Railroad Inspector/Flagman who is an employee of Seminole Gulf Railway, LP present while the contractor performs the work. A minimum two-day (16 hours) flagging and inspection fee must be paid in advance of the commencement of work. A day is defined as up to 8 hours between the hours of 7am and 3pm, Monday through Friday. If additional Flagging and Inspection services are necessary, they will be billed at the **daily** rate. The fee for a Flagman/Inspector is $197.50 per hour from 7am to 3pm Monday through Friday. An over-time rate of 1 ½ times the hourly rate shall apply to hours before 7am and after 3pm weekdays and all hours on weekends. The holiday rate is 2 times the hourly rate. The fee covers the cost of a qualified Railroad Flagman/Inspector, vehicle, and travel time.

Licensee must verify that the insurance documents meet all requirements stated above prior to submittal. Should documents submitted not meet these standards, Licensee may be subject to a document review charge of $150.00 for each subsequent review.

FOR ADDITIONAL INFORMATION PLEASE CONTACT:

Elizabeth Serowka
Seminole Gulf Railway LP
4110 Center Pointe Drive, Suite 207
Fort Myers, FL 33916
Phone: 239.275.6060 Fax: 239.275.0581 E-Mail: eserowka@semgulf.com

MAY 12 2025

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Wright Construction Group, Inc
5811 Youngquist Road
Fort Myers FL 33912

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the News-Press, a daily newspaper published at Fort Myers in Lee County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Bids & Proposals, was published on the publicly accessible website of Lee County, Florida, or in a newspaper by print in the issues of, on:

04/26/2025, 04/27/2025, 04/28/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/28/2025

Legal Clerk

Nicole Jacobs
Notary, State of WI, County of Brown

8-21-26
My commission expires

Publication Cost:	$336.62	
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NICOLE JACOBS
Notary Public
State of Wisconsin

Page 1 of 2

INVITATION TO BID
Wright Construction Group.

Wright Construction Group, Inc., Construction Manager, 1821 Victoria Ave., Fort Myers, FL 33901 will receive bids for the Village of Estero UTILITY EXPANSION PROJECT PHASE 1 – CYPRESS BEND RV RESORT & SUNNY GROVE PARK until May 22, 2025 @ 4:00 PM. After which bids will be opened and reviewed in private.

The project consists of but is not limited to: Erosion Control/Site Warning Signage, Maintenance of Traffic, Underground Utilities, Lift Stations, WWTP Demolition, and WWTP Pond Abandonment.

A pre-bid conference will be held on May 1, 2025. All interested parties are encouraged to attend.

Plans and specifications can be seen at the office of the Construction Manager ONLY.

Contact Marc Wallace via email at marc.wallace@wcgfl.com.
April 26, 27, 28 2025
LSAR0285618

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 02, 2025

Agenda Item:

Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant Management Support

Approve Supplemental Task Order with Hagerty Consulting, Inc. to assist the Village in HMGP Program Management Support.

Authorize Village Manager or delegate staff to execute a task order.

Background:

Hagerty Consulting is one of two firms awarded RFP 2023-31 Disaster Management Services. HMGP Grants are Federally awarded disaster relief funds administered though the Florida Division of Emergency Management (FDEM). This consulting service is essential in administering the $6,550,838 in grant award for the Estero River Regional Stormwater project and $20,254,479 in grant award for the River Watershed Utility project.

Description:

Grant Management is time-consuming and cannot be completed by the existing staff in a timely manner. Hagerty anticipates four employees billing a total of 15 hours/week each on average for these services. Hagerty can provide these services which would include:

- Preparation and submission of quarterly reports for each awarded project during project implementation.
- Grant compliance reviews Request for Qualifications (RFQs), Request for Proposals (RFPs), Invitation to Bid (ITBs), contracts, and change orders.
- Virtual attendance of scheduled project meetings, including internal meetings and meetings between contracted service providers and the Village, to monitor grant program compliance and provide programmatic guidance.
- Assistance with revisions or changes to subrecipient grant agreements, providing recommendations and/or guidance on scope modifications, budget alignments, or adjustments.
- Recommendations in response to formal and informal requests for information (RFI) from FEMA and FDEM post award.

- Administrative closeout review for each of the HMGP projects, including a final review of project closeout documentation, if the projects reach closeout before the end of the task order period of performance.
- Recommendations and best practices to establish a standardized closeout procedure.
- Additional grant management activities necessary for the closeout of the Village's two (2) HMGP project subapplications as needed and tasked by the Village.

Action Requested:

Approve supplemental Task Order with Hagerty Consulting, Inc. to assist the Village in HMGP Program Management Support.

Authorize Village Manager or delegate staff to execute a task order.

Process and Timeline:
Implement services immediately upon approval of this agenda item.

Financial Impact:
Not-to-exceed of $204,080 which is reimbursable from the Grant funding.

Prepared by: Steve Gillette/David Willems

Attachments:

1. Task Order Proposal for Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant Management Support

Task Order Proposal for Hurricane Ian Hazard Mitigation Grant Program (HMGP) Grant Management Support

To: Village of Estero
From: Hagerty Consulting, Inc.
Date: July 2, 2025
Subject: Hurricane Ian HMGP Grant Management Support

This task order proposal outlines the proposed scope of work and cost estimate for Hagerty Consulting, Inc. (Hagerty) to offer Hazard Mitigation Grant Program (HMGP) grant management support to the Village of Estero, Florida (Village) under the contract for Disaster Management Services awarded by Village Council on April 19, 2023, to Hagerty Consulting, Inc.

The following provides an overview of the services to support the Village, along with supporting cost estimates. Per the Village's request, this proposal outlines the support Hagerty can provide related to HMGP grant management support. Hagerty is seeking a task order with a not-to-exceed of $204,080 and a period of performance through March 15, 2026. Additional personnel may be deployed and demobilized on a rolling basis, as needed, over an extended timeframe to support the needs of the Village. Hagerty will review the mobilization timelines for initiating each task and the personnel needed to support approved areas with Village project management prior to deploying additional resources.

HMGP Grant Management Support

Hagerty proposes providing the following scope of services as needed and tasked by Village personnel verbally or in writing after the authorization of the task order. The Hagerty team will work with the Village to provide grant management support for 4673-(711) Village of Estero, Estero River Regional Stormwater, Flood Risk Reduction and 4673-(609) Village of Estero, Estero River Watershed Utility, Infrastructure Retrofit. HMGP grant management support includes, but is not limited to:

- Preparation and submission of quarterly reports for each awarded project during project implementation.
- Grant compliance reviews of Request for Qualifications (RFQs), Request for Proposals (RFPs), Invitation to Bid (ITBs), contracts, and change orders.

HAGERTY www.hagertyconsulting.com
CHICAGO
1618 ORRINGTON AVE, SUITE 201
EVANSTON, IL 60201
847-492-8454

- Virtual attendance of scheduled project meetings, including internal meetings and meetings between contracted service providers and the Village to monitor grant program compliance and provide programmatic guidance.
- Assistance with revisions or changes to subrecipient grant agreements, providing recommendations and/or guidance on scope modifications, budget alignments, or adjustments.
- Recommendations in response to formal and informal requests for information (RFI) from FEMA and FDEM post award.
- Administrative closeout review for each of the HMGP projects, including a final review of project closeout documentation, if the projects reach closeout before the end of the task order period of performance.
- Recommendations and best practices to establish a standardized closeout procedure.
- Additional grant management activities necessary for the closeout of the Village's two (2) HMGP project subapplications as needed and tasked by the Village.

Estimated Costs and Positions

Hagerty offers these services on a time-and-materials basis in accordance with the contract's Attachment B. Compensation and Payments will be billed on an hourly basis.

The projected costs are based on several assumptions associated with the level of effort, level of professionals deployed, forecasted scope, timelines, and deliverables.

These are subject to change based on unforeseen circumstances. These include, but may not be limited to, changes in County and FEMA policies; individual tasks requested by the Village; and other events.

Our assumptions include, but are not limited to:

- Hagerty will provide post-award grant management and closeout services to the Village for up to two (2) Hurricane Ian HMGP projects.
- Hagerty staff will work directly with the Village's POC (or equivalent) to accomplish this proposal's selective scope of services.
- The Village's two (2) Hurricane Ian HMGP projects are not expected to reach the closeout stage within the period of performance outlined in this task order.
- Payment for Hagerty's services is not contingent on grant reimbursement.
- The Village acknowledges there is no guarantee of federal or state funding eligibility of costs such as administrative costs, pre-award costs, pre-application costs, application development costs, grant management costs and project management costs as determined by grantor agency.

- The Village of Estero acknowledges that the Village will have to assume project costs exceeding the maximum award limit established within a given Notice of Funding Opportunity (NOFO) or similar document outlining grant conditions.
- Construction and Program management may be a part of successfully implementing the above referenced grants. Hagerty will not provide construction management services as a part of this scope of work.
- The Village acknowledges that there is no guarantee that the costs within this task order are eligible for reimbursement.
- The grant management support identified in this task order will be provided on a remote-basis by Hagerty and does not include travel.
- Funding under HMGP is reimbursement-based and contingent upon a determination that the costs are eligible for reimbursement. The Village must have the ability to pay for activity costs prior to requesting reimbursement.

Proposed Not-to-Exceed Value

The proposed not-to-exceed value, based upon the above-approved service areas and assumptions outlined with travel costs, is **$204,080.**

Hagerty's Project Manager or designee will inform the Village as early as possible if, based on Village support requests, it is anticipated that the not-to-exceed value will be reached prior to the end of the proposed project duration.

Project Duration

Hagerty proposes a period of performance through March 15, 2026. The period of performance can be extended or shortened upon written notification from the Village Manager or authorized designee.

Attachment: Basis of Estimate

Our basis of estimate has been prepared using various assumptions and is presented below for illustration purposes only. Actual results and timing will differ from our basis of estimate.

HMGP Grant Management Support

Functional Role	Department	Contract Labor Category	Hourly Rate	Total Hours	Total: Labor
Project Manager	All Dept.	Recovery Consultant IV	$200	96	$19,200
Project Management Support	All Dept.	Recovery Consultant II	$155	96	$14,880
Recovery SME	All Dept.	Subject Matter Expert	$230	200	$46,000
Grant Management Support	All Dept.	Recovery Consultant II	$155	800	$124,000
				Total: Labor	$204,080
				Total: Travel	$0
				Total	$204,080

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 02, 2025

Agenda Item:

Chris-Tel Contract Amendment – Maintenance Building

Motion to approve the contract amendment with Chris-Tel Construction, in addition to a 5% owner's contingency for the amount of $2,224,726.00.

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

Background:

In the SportsPark, the maintenance building's current location is just north of the Entertainment District. In response to this, the Village has engaged Chris-Tel Construction to provide a GMP for the relocation of the maintenance building. The GMP received breaks down the guaranteed maximum price for the site work, utilities, and vertical construction for the building of the new maintenance building.

The maintenance building's demolition is a critical path item that risks delaying the greater SportsPark schedule if not completed expeditiously.

Description:

The Village staff recommends the approval of Chris-Tel's contract amendment, as doing so will prevent any delays to the Entertainment District project as well as the SportsPark project.

Action Requested:

Motion to approve the contract amendment with Chris-Tel Construction, in addition to a 5% owner's contingency for the amount of $2,224,726.00.

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

Process and Timeline:

The schedule provided shows completion of the new building by March 10th 2026 including a 30 days schedule contingency recommendation.

Financial Impact:

Chris-Tel's GMP amount is $2,118,787.00. With a recommended 5% owners contingency of $105,939.00, this brings the total to **$2,224,726.00.** This total is based on the below:

New Building Sitework:	$1,019,553.00
New Building:	$1,099,234.00
GMP Total:	$2,118,787.00
Added 5% Contingency:	$105,939.00
Total:	**$2,224,726.00**

Prepared by: Tre Coneal

Attachments:

1. Chris-Tel GMP Addendum
2. CMAR Chris Tel
3. Estero Park Maintenance Facility Relocation
4. VOE Maintenance Building Baseline Schedule
5. VOE Maintenance Bldg. Facility Presentation

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 2nd day of July, 2025 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Chris Tel Construction, a Florida corporation authorized to conduct business in Florida, 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 Maintenance Building at Estero Park for LCPR: Village of Estero project (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 ($1,935,801.00) and the Construction Manager's Fee ($182,986), is a total of two million one hundred-eighteen thousand seven hundred eighty-seven dollars. (2,118,787) 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 1 through 24, dated June 23, 2025;

(b) Exhibit B. Allowance items, pages _____ through _____ , dated _____;

(c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages 16 through 27, dated June 25, 2025;

(d) Exhibit D. Project Schedule, pages 1 dated June 25, 2025;

(e) Exhibit E. Alternate Prices, pages _____ through _____, dated _____; and

(f) Exhibit F. Unit Prices, pages 6 through 15, dated June 23, 2025.

(g) Exhibit G. Affidavit of No Conflict;

(h) Exhibit H. Certificate(s) of Insurance;

(i) Exhibit I. Payment and Performance Bond;

(j) 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 251 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 and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of

$500 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. 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.

4. 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 payment on the succeeding application for payment

5. 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:

Chris-Tel Company of Southwest Florida, Inc.
Company

By: _____
Howard Wheeler, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By: _____
Steve Sarkozy, Village Manager

AGREEMENT

for

CONSTRUCTION MANAGEMENT AT RISK SERVICES

between

VILLAGE OF ESTERO (AS OWNER)

and

Chris Tell Construction
(AS CONSTRUCTION MANAGER)

AGREEMENT FOR
CONSTRUCTION MANAGEMENT AT RISK SERVICES
COUNTY MAINTENANCE BUILDING CONSTRUCTION/DEMOLITION

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of December, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and Chris Tel Construction, Inc. a Florida corporation, referred to herein as "Construction Manager."

WHEREAS, The Village of Estero purchased approximately 25 acres of property from Lee County adjacent to the property the Village leased from the Lee County School District; and

WHEREAS, The sale agreement between the Village of Estero and Lee County requires the Village to relocate the County's maintenance facility onto the remaining property owned by Lee County; and

WHEREAS, The existing County maintenance facility must be relocated to accommodate the Estero Sports Park; and

WHEREAS, based on the sale agreement, the Village staff has identified the scope of work to be performed as the demolition of the existing maintenance facility and construction of a new maintenance facility ("the Project"); 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 (negotiated prior to approval of each phase)
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 construction of a new Lee County Maintenance Facility on the Estero Community Park property to replace the existing maintenance facility that will be demolished as part of the Estero Sports Park project (referred to herein as the Work).

The project is located along the Estero Community Park property directly south of the existing mound on the property (referred to herein as the "Property"). The exact location will be determined during design and permitting.

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(s) 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, and Project phasing. 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. If the Project is to be completed in phases, the Project schedule shall reflect which portions of the Project will fall within each phase. 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. Even if Owner has not expressly contemplated phasing in its RFP, 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, if such phased construction is 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 prepare and submit to the Owner a GMP proposal, which shall be the sum of the estimated Cost of the Work and the Contractor's Fee. The GMP proposal shall include all of the information and related Construction Manager supplied exhibits as are required by the GMP Addendum form which is incorporated into this Agreement.

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 Construction Manager 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. NEGOTIATION AND ACCEPTANCE. Upon receipt of the GMP proposal by the Owner, the Owner and Construction Manager shall discuss and negotiate the various terms in the GMP proposal, along with the related daily liquidated damages amount. Unless the Owner accepts the GMP proposal in writing on or before the date specified in the proposal for such acceptance (or such other date as the Parties may agree) 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, using the GMP Addendum form which is incorporated into this Agreement. 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, if any such bids should be rejected. 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 in the manner set forth in **Exhibit 1** (Preconstruction Proposal) attached hereto and incorporated herein.

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 Fee, 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.

COST SAVINGS. In the event the 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 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 payment 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 percent (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 RFP 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. Upon the agreement of a GMP, the Construction Manager will negotiate a Builder's Risk Insurance Policy. The negotiation will consider exclusions and deductibles and the Owner will approve the policy prior to binding coverage. Both the owner and the construction manager shall be named insured on the policy and the Owner will bear the risk for all exclusions and any deductibles associated with a property loss during the construction process.

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 sustained winds greater than 40 miles per hour (30 miles per hour if the work involves material handling) 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, 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 Construction Manager's employment of unauthorized aliens is a violation of § 274A(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(5), 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(5)(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, President Chris Tel Company of Southwest Florida, Inc. 2534-A Edison Avenue Fort Myers, Florida 33901 Email:

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

By: _____
Howard Wheeler, President

Village of Estero

By: _____
Steve Sarkozy, Village Manager

EXHIBIT 1: PRE-CONSTRUCTION PROPOSAL

EXHIBIT 2: GURANTEED MAXIMUM PRICE ADDENDUM

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 _____, 2024 (the "Effective Date"), by and between the Village of Estero, a Florida municipal corporation, referred to herein as "Owner", and the firm of Chris-Tel Company of Southwest Florida, Inc., d/b/a Chris-Tel Construction, a Florida 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 Entertainment Hub project (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. Allowance items, pages _____ through _____ , dated _____;

(c) Exhibit C. Assumptions and Clarifications made in preparing the GMP, pages _____ through _____, dated _____;

(d) Exhibit D. Project Schedule, pages _____ through _____, dated _____;

(e) Exhibit E. Alternate Prices, pages _____ through _____, dated _____; and

(f) Exhibit F. Unit Prices, pages _____ through _____, dated _____.

(g) Exhibit G. Affidavit of No Conflict;

(h) Exhibit H. Certificate(s) of Insurance;

(i) Exhibit I. Payment and Performance Bond;

(j) 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 and as otherwise required by the Contract Documents, 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 first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. 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.

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:

Chris-Tel Construction

By: _____
Howard Wheeler, II, President

VILLAGE OF ESTERO,
a Florida municipal corporation

By:

EXHIBIT 3: THE GENERAL CONDTIONS

Village of ESTERO

CHRIS TEL CONSTRUCTION

Estero Park Maintenance Facility Relocation

June 23, 2025

GMP BUDGET ESTIMATE

PREPARED FOR:

Village of Estero
ATTN: Mr. David Willems
9401 Corkscrew Palms Circle
Estero, FL 33928

PREPARED BY: Chris-Tel Construction
2534-A Edison Avenue, Fort Myers, FL 33901 (239) 226 0500 (239) 226 0503

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CHRIS TEL CONSTRUCTION

2534-A Edison Avenue
Fort Myers, FL 33901
239.226.0500

www.christelconstruction.com
CGC038604

June 23, 2025

Village of Estero
ATTN: Mr. David Willems
9401 Corkscrew Palms Circle
Estero, FL 33928
Re: Estero Park Maintenance Facility Relocation

Mr. Willems:

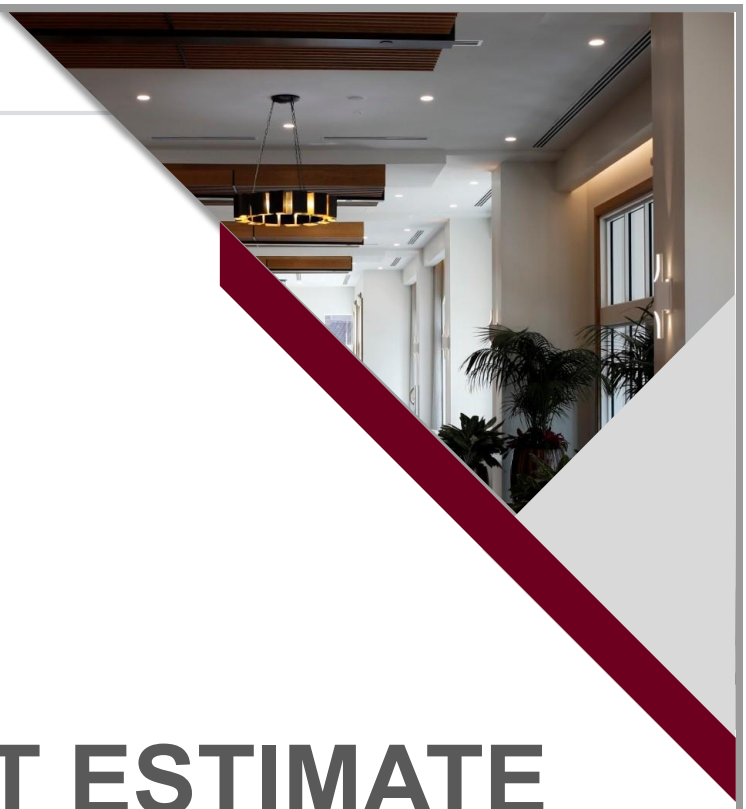
We are pleased to provide you with this GMP Cost Estimate for the proposed Estero Park Maintenance Facility Relocation located at Estero FL. This GMP Estimate is based upon the attached Enumeration of Project Documents and our Qualifications & Assumptions dated 6.23.25 for this proposed project. Our GMP Cost Estimate for this Project is as follows:

New Building Sitework:	$ 1,019,553.00
New Building:	$ 1,099,234.00
Total:	**$ 2,118,787.00**

If you have any questions, or require anything further, please feel free to contact us.

Sincerely,

Stuart Hoyer
Senior Conceptual Estimator
Chris-Tel Construction



GMP COST ESTIMATE

VOEC Maintenance Bldg. GMP

Estimate Summary

Description	Takeoff Quantity	Total Cost/Unit	Total Amount
GENERAL REQUIREMENTS	2,586.00 SF	14.71 /SF	38,044
SITE SURVEY, DEMOLITION & INVESTIGATIONS	2,586.00 SF	6.07 /SF	15,695
CONCRETE	2,586.00 SF	83.30 /SF	215,405
MASONRY	2,586.00 SF	/SF	Included
METALS	2,586.00 SF	35.74 /SF	92,413
WOOD & PLASTICS	2,586.00 SF	10.15 /SF	26,243
THERM-MOIST. PROTECTION	2,586.00 SF	35.41 /SF	91,558
OPENINGS	2,586.00 SF	42.15 /SF	109,001
FINISHES	2,586.00 SF	14.39 /SF	37,207
SPECIALTIES	2,586.00 SF	4.70 /SF	12,156
EQUIPMENT	2,586.00 SF	0.51 /SF	1,328
FURNISHINGS	2,586.00 SF	0.27 /SF	698
PLUMBING	2,586.00 SF	19.32 /SF	49,960
HVAC	2,586.00 SF	15.78 /SF	40,815
ELECTRICAL	2,586.00 SF	45.28 /SF	117,091
EARTHWORK	42,717.00 SF	12.37 /SF	528,525
EXTERIOR IMPROVEMENTS	42,717.00 SF	2.27 /SF	96,916
UTILITIES	42,717.00 SF	0.01 /SF	450

Estimate Totals

Description	Amount	Totals
Cost of Work	**1,473,506**	**1,473,506**
General Conditions	288,433	
	288,433	**1,761,939**
CTC General Liability	19,069	
P & P Bond Chris-Tel	17,139	
P&P Bond on Subs $200k & Up	31,715	
Building Permit - NIC		
Builders Risk		
	67,923	**1,829,862**
Fee	182,986	
Contractors Contingency	105,939	
Design Contingency		
Owner Contingency		
	288,925	**2,118,787**
Total		***2,118,787***

Description	Takeoff Quantity		Total Cost/Unit		Total Amount
General Requirements					
General Requirements					
Lump Sum Gen. Requirements, Site & Building	8.00	mo	3,295.75	/mo	**26,366**
Quality Control					
Testing Allowance Site	1.00	ls	5,580.00	/ls	**5,580**
Testing Allowance Bldg	1.00	ls		/ls	**Included**
Testing Allowance Bins	1.00	ls		/ls	**Included**
Construction Aids					
Air Compressor, Relocate From Exist Bldg	1.00	EA	400.00	/EA	**400**
Cleaning & Waste Management					
Clean Building Area	2,586.00	sf	0.85	/sf	**2,198**
Clean Site	1.00	ls	3,500.00	/ls	**3,500**
Site Survey, Demolition & Investigations					
Site Surveys					
Licensed Survey, Site And Building	1.00	ls	15,695.00	/ls	**15,695**
Concrete					
Concrete Forming					
Form Cont. Footing Rect. Sf	106.50	sf	1,811.31	/sf	**192,905**
Form Cont. Footing Rect. Lf	430.00	lf		/lf	**Included**
Form Rectangular Column Forms	284.89	sf		/sf	**Included**
Form Slab On Grade LF	9.00	lf		/lf	**Included**
Form Const.Joint @ Sog	9.00	lf		/lf	**Included**
Form Recessed Form @ Sog, Door Recesses	75.00	lf		/lf	**Included**
Form Recessed Form @ Sog Rest Room Tile Recess	45.00	lf		/lf	**Included**
Form Recessed Form @ Sog, Shower	16.00	lf		/lf	**Included**
Form Struct.Beam Sides	997.04	sf		/sf	**Included**
Form Struct.Beam Bottom	58.29	sf		/sf	**Included**
2x10 Edge Form Mtrl.	9.00	lf		/lf	**Included**
2x12 Edge Form Mtrl.	736.00	lf		/lf	**Included**
3/4" Bb Form Plywood	1,503.70	sf		/sf	**Included**
Dimension Form Lumber	2,255.55	bf		/bf	**Included**
Expan. Jt. Material <12" Matl.	351.00	lf		/lf	**Included**
2x2 Stakes	1,050.00	ea		/ea	**Included**
Concrete Accessories					
6mil Poly Vapor Barrier	676.50	sf		/sf	**Included**
15mil Stegowrap Vapor Barrier, Includes Tape - CTC	2,669.70	sf		/sf	**Included**
9" Snap Tie	310.00	ea		/ea	**Included**
Reinforcing Steel					
Plastic Chairs	500.00	ea		/ea	**Included**
Rebar Per Take-Off	3.54	tn		/tn	**Included**
Rebar Templates Lf	435.00	lf		/lf	**Included**
Welded Wire Mesh					

6" X 6" X 8/8	8.00	sq		/sq	**Included**
6" X 6" X 4/4	24.00	sq		/sq	**Included**
Misc. Cast-In-Place Concrete (Site)					
Bollard Footing	12.00	ea		/ea	**Included**
Bollard Fill	12.00	ea		/ea	**Included**
Structural Concrete					
Excav. Footings(Machine)	171.33	cy		/cy	**Included**
Backfill/Compact	199.34	cy		/cy	**Included**
Grade For Slab	3,042.00	sf		/sf	**Included**
3000 Psi Hr	74.93	cy		/cy	**Included**
4000 Psi Hr	34.83	cy		/cy	**Included**
Place Cont. Footing	36.75	cy		/cy	**Included**
Level & Grade	902.00	sf		/sf	**Included**
Place Sq.Columns Above Grade	2.91	cy		/cy	**Included**
Place Slab On Fill	56.50	cy		/cy	**Included**
Place Isolated Beams	13.61	cy		/cy	**Included**
Pump Concrete	178.41	cy		/cy	**Included**
Prime Conc. Pump	6.00	ea		/ea	**Included**
Equipment Pads - Sf, CONDENSOR	13.00	sf		/sf	**Included**
Equipment Pads - Sf TRANSFORMER	30.00	sf		/sf	**Included**
Equipment Pads - Sf LOCKER BASES	9.00	sf		/sf	**Included**
Equipment Pads - Interior	50.00	sf		/sf	**Included**
Concrete Finishing					
Trowel Slab On Grade	2,427.00	sf		/sf	**Included**
Broom Finish Slab On Grade	615.00	sf		/sf	**Included**
Bfp Vertical	1,281.93	sf		/sf	**Included**
Bfp Horizontal	221.77	sf		/sf	**Included**
Carborundum Rub	812.52	sf		/sf	**Included**
Colored Concrete Finishing					
Concrete Staining - Sub /Sf Concrete Stain System: MPI INT 3.2E, ADJ'D FOR QTY	310.00	sf	72.58	/sf	**22,500**
Concrete Curing					
Curing Compound Vert. Surface	1,281.93	sf		/sf	**Included**
Curing Compound Horiz.Surface	3,263.77	sf		/sf	**Included**
Concrete Cutting					
Saw Cut Floor Slab Cj	417.88	lf		/lf	**Included**
Masonry					
Concrete Unit Masonry					
8x8x16 Bond Beam Db24	103.00	lf		/lf	**Included**
8x8x16 Bond Beam Conc. Fill	103.00	lf		/lf	**Included**
Cmu Mortar	241.11	cf		/cf	**Included**
8x8x16 Std. CMU Block	4,018.51	sf		/sf	**Included**
Cmu Conc. Fill, Grout	10.02	cy		/cy	**Included**
Horizontal Reinforcing	2,813.00	lf		/lf	**Included**
Masonry Fill Insulation	434.27	cf		/cf	**Included**
Clean Block	4,018.51	sf		/sf	**Included**

Scaffolding	3,663.07	sf		/sf	**Included**
Metals					
Steel Decking					
1-1/2" Metal Roof Deck Intermediate Rib, 22ga MIN	3,588.97	SF	19.38	/SF	**69,567**
Structural Metal Stud Framing					
Lt.Ga. Soffit Framing / Sf - Sub	696.00	sf	21.22	/sf	**14,769**
Cold-Formed Metal Joists					
12' Span Lt.Ga. Roof Truss 4/12 Thru 8/12 HIP TRUSSES	20.00	ea		/ea	**Included**
30' Span Lt.Ga. Roof Truss 4/12 Thru 8/12	22.00	ea		/ea	**Included**
30' Span Lt.Ga. Roof Truss 4/12 Thru 8/12 ADD FOR GIRDER TRUSS	2.00	ea		/ea	**Included**
Metal Fabrications					
Bollards	12.00	ea	204.17	/ea	**2,450**
Embeded Plates For Trusses	255.20	ea	22.05	/ea	**5,627**
Formed Metal Fabrications					
Shower Pans (In Bolcor Flooring Quote) 9sf	9.00	sf		/sf	**Included**
Wood & Plastics					
Rough Carpentry					
In Wall Blocking (Treated)	162.00	lf	7.50	/lf	**1,215**
In Wall Blocking (Treated), Cabs	30.00	lf	7.13	/lf	**214**
2x4 Roof Blocking	554.00	lf	8.89	/lf	**4,923**
2x6 Roof Blocking	78.00	lf	11.76	/lf	**918**
2x8 Roof Blocking	52.00	lf	14.64	/lf	**761**
2x6 Blocking @ Louvers	36.00	lf	7.45	/lf	**268**
2x8 Blocking @ Drs	70.00	lf	8.09	/lf	**566**
2x8 Blocking @ Drs Coiling	54.00	lf	8.09	/lf	**437**
Wood Framing					
Roof Framing 4/12 - 6/12 Pitch Adj'd +33% For Small Job	3,309.00	sf		/sf	**Included**
2x6 Stud Wall / Sf W/ SHEATHING & INSULATION AT AC AREAS	147.46	sf	85.51	/sf	**12,609**
2x6 RL #2 SPF	26.00	lf	1.34	/lf	**35**
2x12 RL #2 SPF	256.00	lf	3.16	/lf	**809**
2x6 X 16 #2 SPF	32.00	ea	20.26	/ea	**648**
Sheathing					
5/8" Plywood @ Walls By Area	48.00	sf	2.38	/sf	**114**
Millwork					
Shelf Brackets At Countertop	2.00	ea	85.03	/ea	**170**
Arch. Wood Casework					
Base Cabinet - 24" Deep Sage Db Orig	1.50	lf	340.67	/lf	**511**
Wall Cabinet	7.50	lf	272.59	/lf	**2,044**
Therm-Moist. Protection					
Damproofing					
Dampproofing/ LF, At Openings, EXT MAN DOORS	64.00	lf	26.61	/lf	**1,703**
Dampproofing/ LF, At Openings, ROLL UP DOORS	192.00	lf		/lf	**Included**
Water Repellents					
Fluid Applied Dampproofing Meadows Lmp Ctc	3,054.01	sf	4.50	/sf	**13,743**
Board Insulation					

2" Extrud.Polystyrene	48.00	sf	177.56	/sf	**8,523**
Cmu Spray Foam	434.00	cf		/cf	**Included**
Sprayed Insulation					
Foamed Urethane Insulation Truss Space Over Ext Wall	696.00	Bf		/Bf	**Included**
Roof & Deck Insulation					
3" Roof Insulation Board	3,588.97	Sf	18.83	/Sf	**67,589**
Metal Roof Panels					
Ribbed Steel Panel, Standing Seam 24ga W/ Peel & Stick Underlayment	3,588.97	Sf		/Sf	**Included**
Roofing Coverboard 3/4"	3,588.97	Sf		/Sf	**Included**
Sheet Metal Flashing & Trim					
1.5" X 1.5" Drip Angle	282.00	Lf		/Lf	**Included**
Sheet Metal At Roof Edge	296.96	Sf		/Sf	**Included**
Sheet Metal Cover At Roof Edge	39.00	Sf		/Sf	**Included**
Roof Specialties					
Wall Flashing	24.00	Lf		/Lf	**Included**
Roof Accessories					
Ridge CAP WITH VENT	70.00	Lf		/Lf	**Included**
Openings					
Hollow Metal Doors & Frames					
Metal Door Material-Std.	2.00	Ea	6,953.00	/Ea	**13,906**
Metal Door Material-Std.	2.00	Ea		/Ea	**Included**
Sgl.Door Frame Material	5.00	Ea		/Ea	**Included**
Dbl.Door Frame Material	1.00	Ea		/Ea	**Included**
Metal Window Frame Material	1.00	Ea		/Ea	**Included**
Hang Doors And Hardware	3.00	Ea	608.33	/Ea	**1,825**
Hang Doors And Hardware	4.00	Ea		/Ea	**Included**
Set Frames In Masonry	7.00	Ea		/Ea	**Included**
Wood Doors					
S.C. Wood Doors	3.00	Ea		/Ea	**Included**
Coiling Doors & Grills					
Coiling Overhead Doors Control Station	6.00	Ea	13,345.00	/Ea	**80,070**
Coiling Overhead Doors Weatherstrip Kit	6.00	Ea		/Ea	**Included**
Coiling Overhead Doors Saftey Edge	6.00	Ea		/Ea	**Included**
Door, Steel Roll-Up, 12'x10', 20 Ga, Galvanized W/Motor	6.00	Ea		/Ea	**Included**
Powdercoat Roll Up Doors	1.00	Ls	13,200.00	/Ls	**13,200**
Door Hardware					
Hardware Sets	7.00	Ea		/Ea	**Included**
Closer	5.00	Ea		/Ea	**Included**
Weatherstripping Metal Strip, Neoprene Bulb	5.00	Ea		/Ea	**Included**
Glass Glazing					
Clear Glass At View Windows	1.00	Sf		/Sf	**Included**
Louvers					
12"X 12" Louver Ruskin Eme5625md	1.00	Ea		/Ea	**Included**
16"X 16" Louver Ruskin Eme5625md	1.00	Ea		/Ea	**Included**
24"X 24" Louver Ruskin Eme5625md	1.00	Ea		/Ea	**Included**

Finishes

Finishes					
Concrete Sealer Ashford Formula	2,236.00	Sf	1.25	/Sf	**2,790**
Ext Fin Mock Up, Stucco & Paint	1.00	Ls	19,445.00	/Ls	**19,445**
Lath					
Metal Lath / Sf Truss Space Over Ext Wall	348.00	Sf		/Sf	**Included**
Portland Cement Plastering					
Stucco 2 Coat System, Avg Small Or Difficult Job, Ctc	14.00	Sf		/Sf	**Included**
Stucco 2 Coat System, Avg Job, Ctc	2,630.40	Sf		/Sf	**Included**
Stucco W/Lath & Framing	734.00	Sf		/Sf	**Included**
Ceramic Tiling					
Ceramic Wall Tile 4"X 4" - Ctc, Color-Wheel Collestion	459.00	Sf	27.14	/Sf	**12,459**
Ceramic Floor Tile 2" X 2" Keystones Colorbody Porcelain Mosaics , Grp 2	116.00	Sf		/Sf	**Included**
Ceramic Floor Tile Cove Base - Ctc	51.00	Lf		/Lf	**Included**
Acoustic Ceilings					
Acoustic Ceiling Complete, Armstrong 2x2	310.00	Sf	8.11	/Sf	**2,513**
Acoustic Ceiling Complete, Armstrong 2x2 Rr Washable	116.00	Sf		/Sf	**Included**
Acoustic Ceiling Suppension					
Main Tee Section	81.00	Lf		/Lf	**Included**
Cross Tee Section	81.00	Lf		/Lf	**Included**
Wall Angle	103.00	Lf		/Lf	**Included**
Hanger Wire	203.00	Lf		/Lf	**Included**
Resilient Base & Accessories					
4" Rubber Base Sub / Lf - Ctc	156.00	Lf		/Lf	**Included**
Painting					
Paint Cmu - Spray 2 Coats Sub / Sf	5,615.54	Sf		/Sf	**Included**
Paint Stucco - Spray 2 Coats Sub / Sf	2,630.40	Sf		/Sf	**Included**
Paint Hm Doors Spray 2 Coats Sub / Ea	4.00	Ea		/Ea	**Included**
Paint Hm Frames Spray 2 Coats Sub / Ea	7.00	Ea		/Ea	**Included**
Paint Pipe Bollards Spray Sub / Ea	12.00	Ea		/Ea	**Included**
Paint Exposed Structure L&M / Sf Storage, Water-Based Dry-Fall System (Exrosed Structure): Mpi Int 5.1c.	346.00	Sf		/Sf	**Included**
Paint Exposed Structure L&M / Sf Vehicle Bays, Water-Based Dry-Fall System (Exrosed Structure): Mpi Int 5.1c.	1,589.00	Sf		/Sf	**Included**
Misc. Interior Painting / Sf. Block Fill Primer	3,144.00	Sf		/Sf	**Included**

Specialties

Signage					
Signage, Interior	1.00	Ls	300.00	/Ls	**300**
Traffic Signage					
H.C. Signs	1.00	Ea		/Ea	**Included**
Parking/Directional Signs	2.00	Ea		/Ea	**Included**
Stop Signs	1.00	Ea		/Ea	**Included**
Toilet Accessories					
Towel Dispenser - Gp Pro Universal Push-Paddle Paper Towel Dispenser	1.00	Ea	11,656.00	/Ea	**11,656**
Waste B-277	1.00	Ea		/Ea	**Included**
Renown Fmx-20 Hand Soap Dispenser	1.00	Ea		/Ea	**Included**
Grab Bar B-6806x36 ***ALL PART NUMBERS ARE BOBRICK***	1.00	Ea		/Ea	**Included**

Grab Bar B-6806x48	1.00	Ea		/Ea	**Included**
Framed Mirrors	1.00	Ea		/Ea	**Included**
Robe Hook B-7671	1.00	Ea		/Ea	**Included**
Toilet Paper Dispenser Gp Pro 2-Roll Side-By-Side Jumbo Jr Toilet Paper Dispenser	1.00	Ea		/Ea	**Included**
Bath Accessories					
Shower Rod B-207 X 36	1.00	Ea		/Ea	**Included**
Shower Curtain	1.00	Ea		/Ea	**Included**
Shower Seat B-5181	1.00	Ea		/Ea	**Included**
Grab Bar, Two Wall Shower B-6861	1.00	Ea		/Ea	**Included**
Fire Protection Specialties					
Extinguisher - 10 Lb	3.00	Ea		/Ea	**Included**
Lockers					
Plastic Lockers, (Hdpe) Spec Sec 105126	10.00	Ea		/Ea	**Included**
Metal Storage Shelving					
Metal Shelving Relocate From Exist Bldg	10.00	Lf	20.00	/Lf	**200**
Equipment					
Residential Appliances					
Refrigerator	1.00	Ea	1,328.38	/Ea	**1,328**
Furnishings					
Metal Casework					
Metal Full Height Cabinet, Solvent Storage, Relocate Per A101	2.00	Ea	200.00	/Ea	**400**
Countertops					
Plas. Laminate Counter Top	5.00	Lf	59.63	/Lf	**298**
Plumbing					
Plumbing					
Plumbing Budget Commercial / Sf	2,600.00	Sf	19.22	/Sf	**49,960**
Valves For Plumbing					
Air Admittance Valve	2.00	Ea		/Ea	**Included**
Water Distribution					
Pipe 1/2" Sch 40 Pvc Ug / Cpvc Copper Ag Cw	25.00	Lf		/Lf	**Included**
Pipe 1/2" Sch 40 Pvc Ug / Cpvc Copper Ag Hw	96.00	Lf		/Lf	**Included**
Pipe 1/2" Sch 40 Pvc Ug / Cpvc Copper Ag Hwr	52.00	Lf		/Lf	**Included**
Pipe 1/2" Sch 40 Pvc Ug / Cpvc Copper Ag Vert	84.00	Lf		/Lf	**Included**
Pipe 3/4" Sch 40 Pvc Ug / Cpvc Copper Ag Cw	101.00	Lf		/Lf	**Included**
Pipe 3/4" Sch 40 Pvc Ug / Cpvc Copper Ag Hw	8.00	Lf		/Lf	**Included**
Pipe 3/4" Sch 40 Pvc Ug / Cpvc Copper Ag Vert	36.00	Lf		/Lf	**Included**
Pipe 3/4" Sch 40 Pvc Drains, Hw & Condensate	54.00	Lf		/Lf	**Included**
Pipe 1" Sch 40 Pvc Ug / Cpvc Copper Ag	32.00	Lf		/Lf	**Included**
Pipe 1-1/4" Sch 40 Pvc Ug / Cpvc Copper Ag Cw	32.00	Lf		/Lf	**Included**
Pipe 1-1/4" Sch 40 Pvc Ug / Cpvc Copper Ag Vert	24.00	Lf		/Lf	**Included**
Domestic Water Pumps					
Hot Water Recirc Pump	1.00	Ea		/Ea	**Included**
Sanitary Sewer					
Cast Iron Solvent Vent Pipe Pipe W/Hangers - 4" Dia.	30.00	Lf		/Lf	**Included**
2" Sch 40 Pvc Pipe	27.00	Lf		/Lf	**Included**

2" Sch 40 Pvc Pipe Vent	28.00	Lf		/Lf	**Included**
3" Sch 40 Pvc Pipe	85.00	Lf		/Lf	**Included**
4" Sch 40 Pvc Pipe	24.00	Lf		/Lf	**Included**
Sanitary Sewer Pumps					
Sanitary Sewer Lift Station Ctc Prelim.	1.00	Ea		/Ea	**Included**
Storm Drainage					
Connect Roof Drain To Underground	12.00	Ea		/Ea	**Included**
Residential Plumbing Fixtures					
Res. Shower & Rough-In	1.00	Ea		/Ea	**Included**
Appliance Rough-In/Hook-Up, Fridge	1.00	Ea		/Ea	**Included**
Emergency Shower W/ Eye Wash Rough-In/Hook-Up Bradley Halo S19314bfss **Cold Only***	1.00	Ea		/Ea	**Included**
Water Heater Ao Smith Del-40 W/ Exp Tank	1.00	Ea		/Ea	**Included**
Commercial Plumbing Fixtures					
Plumbing Fixture Emergency Eye Wash & Shower, Haws 16d412	1.00	Ea		/Ea	**Included**
Floor Drain / Ea	1.00	Ea		/Ea	**Included**
Lavatory / Ea	1.00	Ea		/Ea	**Included**
Toilet / Ea	1.00	Ea		/Ea	**Included**
Sink / Ea	1.00	Ea		/Ea	**Included**
Hose Bibs Ext.	4.00	Ea		/Ea	**Included**
HVAC					
HVAC					
HVAC M2024 03 Unit Ac, Ofc, Break Rm, Rr Only	540.00	Sf	75.58	/Sf	**40,815**
HVAC Insulation					
HVAC Insulation Sub /Sf	304.00	Sf		/Sf	**Included**
Commissioning HVAC					
Test & Balance	1.00	Ls		/Ls	**Included**
Non Metal Ductwork					
G, H, Duct 10in Dia, Flex	95.00	LF		/LF	**Included**
G, H, Duct 8x8 Rigid Fiberglass	27.00	SF		/SF	**Included**
G, H, Duct 6x6 Rigid Fiberglass	22.00	SF		/SF	**Included**
G, H, Duct 12x10 Rigid Fiberglass	84.00	SF		/SF	**Included**
G, H, Duct 12x12 Rigid Fiberglass	44.00	SF		/SF	**Included**
G, H, Duct 12x8 Rigid Fiberglass	35.00	SF		/SF	**Included**
Duct Damper, Spin In Fitting	2.00	Ea		/Ea	**Included**
Hvac Fans					
Solvent Cabinet Ventilation Canarm 202cfm Stainless Fan = $258.00ea	2.00	Ea		/Ea	**Included**
Centrufugal Wall Exhaust Fan - Cook 16a11d 500cfm	1.00	Ea		/Ea	**Included**
Centrufugal Wall Exhaust Fan - Cook 20xw24d10	1.00	Ea		/Ea	**Included**
Restroom Exhaust Fan	1.00	Ea		/Ea	**Included**
Grilles & Diffusers					
Alum. Return Air Grill W/Filter, 24" X 24"	3.00	Ea		/Ea	**Included**
Alum. Return Air Register Wall Or Ceiling W/Damper 24"X24"	2.00	Ea		/Ea	**Included**
Packaged Compressor/Condensor Units					
Air To Air Heat Pumps - Split System - No Curbs 2 Ton Cooling- Mbh -	1.00	Ea		/Ea	**Included**
Electrical					

Electrical					
Site Electrical Sub / Ls	1.00	Ls	117,091.00	/Ls	**117,091**
Electrical Budget Commercial / Sf	2,586.00	Sf		/Sf	**Included**
Switchboards & Panelboards					
Main Panel, 250v, 400a	1.00	Ea		/Ea	**Included**
Circut Breaker(15,20,30)	42.00	Ea		/Ea	**Included**
Circut Breaker 40	2.00	Ea		/Ea	**Included**
Wiring Devices					
Wiring Devices / Ea, Exh Fn Rr	1.00	Ea		/Ea	**Included**
Wiring Devices / Ea, Exh Ef2 & Ef3	2.00	Ea		/Ea	**Included**
Wiring Devices / Ea, Water Heater	1.00	Ea		/Ea	**Included**
Motion Detector Lighting Controller, Wall Mounted	3.00	Ea		/Ea	**Included**
Wiring Devices / Ea, Ss Lift Station	1.00	Ea		/Ea	**Included**
Sgl. Pole Switch, No Wire/Conduit	2.00	Ea		/Ea	**Included**
Three-Way Switch, No Wire/Conduit	4.00	Ea		/Ea	**Included**
Duplex Outlet, No Wire/Conduit Avg.	13.00	Ea		/Ea	**Included**
Duplex Outlet, Ground Fault Interrupter, No Wire/Conduit Avg.	14.00	Ea		/Ea	**Included**
Duplex Outlet, Ground Fault Interrupter, WP, No Wire/Conduit, Avg.	4.00	Ea		/Ea	**Included**
Double Duplex Outlet, No Wire/Conduit, Avg.	1.00	Ea		/Ea	**Included**
CATV Outlet, No Wire/Conduit	2.00	Ea		/Ea	**Included**
Outlet, Special Purpose Receptacle, No Wire/Conduit Avg.	1.00	Ea		/Ea	**Included**
J-Box Outlet, CAMERAS	6.00	Ea		/Ea	**Included**
Switch, Fusible Disconnect, 3 Pole, 30a, 240/480v	9.00	Ea		/Ea	**Included**
Switch, Fusible Disconnect, 2 Pole, 30a, 240/480v	4.00	Ea		/Ea	**Included**
Interior Lighting					
Light Fixt. Strip, Surface, 2 Lamp, 4', Comm.Avg., Troffer A	5.00	Ea		/Ea	**Included**
Light Fixt. Lens, Lay-In, 2'x4', 4 Lamp, Comm.Avg., 4' Led Wrap B	14.00	Ea		/Ea	**Included**
Exit Signs, Surface Mounted, Comm.Avg. EMX	3.00	Ea		/Ea	**Included**
Emergency Light (Need Db Cost Item), Em	6.00	Ea		/Ea	**Included**
Ceiling Fans, Vehicle Bay	3.00	Ea		/Ea	**Included**
Exterior Lighting					
Light Poles	8.00	Ea		/Ea	**Included**
Led Exterior Fixture, C	14.00	Ea		/Ea	**Included**
Earthwork					
Maintenance Of Earthwork					
Earthwork - Mobilization	1.00	Ls	527,620.00	/Ls	**527,620**
Clearing & Grubbing					
Clear/Grubb Site - Very Light - Sub /Acre CTC	0.98	Ac		/Ac	**Included**
Tree & Shrub Removal					
Tree Removal Small -Sub /Ea	6.00	Ea		/Ea	**Included**
Grading					
Rough Grade Site, Adj'd	42,717.00	Sf		/Sf	**Included**
Rough Grade Site, Widen Gravel Drive	1,264.00	Sf		/Sf	**Included**
Regrade Under Paving	16,978.00	Sf		/Sf	**Included**
Finish Grade Site, Adj'd	42,717.00	Sf		/Sf	**Included**

Fill					
Select Fill -Sub /Cy CTC, PARKING	488.00	Cy		/Cy	**Included**
Select Fill -Sub /Cy CTC, APRON	124.00	Cy		/Cy	**Included**
Select Fill -Sub /Cy CTC, BLDG	192.00	Cy		/Cy	**Included**
Trenching & Backfill					
Haul-Off Spoil	49.62	Cy		/Cy	**Included**
Bollard Excavation	12.00	Ea		/Ea	**Included**
Erosion Control					
Inlet Protection Ctc	4.00	Ls		/Ls	**Included**
Stabilized Construction Entrance Ctc	1.00	Ea		/Ea	**Included**
Silt Fence Sub / Lf CTC	861.00	Lf		/Lf	**Included**
Rodent Control					
Pest Control -Sub /Sf	2,586.00	Sf	0.35	/Sf	**905**
Exterior Improvements					
Exterior Improvements					
Remove Existing Disc Golf Tee Box & Basket	1.00	Ea	400.00	/Ea	**400**
Base Courses					
12" Stabilized Subgrade Ctc Asphalt	1,588.67	Sy		/Sy	**Included**
12" Stabilized Subgrade Ctc Apron	374.33	Sy		/Sy	**Included**
12" Stabilized Subgrade Ctc Widen Gravel Drive	280.44	Sy		/Sy	**Included**
8" Limerock Base Course CTC	1,589.00	Sy		/Sy	**Included**
6" Limerock Base Course CTC WIDEN GRAVEL DRIVE	245.39	Sy		/Sy	**Included**
Flexible Paving					
2.0" Type S-3 Asphalt (2 Lifts) Ctc	1,511.67	Sy		/Sy	**Included**
Concrete Paving					
2x6 Edge Form Mtrl.	328.00	Lf		/Lf	**Included**
2x2 Stakes	328.00	Ea		/Ea	**Included**
Fine Grade Paving	3,370.00	Sf		/Sf	**Included**
Form Straight Paving Edge	328.00	Lf		/Lf	**Included**
1/2"X 6" Asph./Fiber E.J.Matl.	232.00	Lf		/Lf	**Included**
Place Conc.4000 Psi	68.65	Cy		/Cy	**Included**
Finish Paving	3,370.00	Sf		/Sf	**Included**
Cure Flat Work	3,370.00	Sf		/Sf	**Included**
Saw Cut Joints	265.00	Lf		/Lf	**Included**
Plastic Chairs	210.63	Ea		/Ea	**Included**
Concrete Walks					
Concrete, 6in DISC GOLF TEES	169.13	Sf		/Sf	**Included**
Concrete Curbs & Gutters					
Concrete Ribbon Curb, 2' Wide	14.00	Lf		/Lf	**Included**
Pavement Markings					
Parking Stripes Ctc Prelim	7.00	Ea		/Ea	**Included**
H.C. Striping	1.00	Ea		/Ea	**Included**
H.C. Logo	1.00	Ea		/Ea	**Included**
Concrete Parking Bumpers Ctc Prelim	7.00	Ea		/Ea	**Included**
Paint Stop Bars Ctc	1.00	Ea		/Ea	**Included**

Chain Link Fence & Gates					
Chain Link Fence, Temp	820.00	Lf	19.66	/Lf	**16,121**
6' Chain Link, Black, Concreted Posts	498.00	Lf	60.94	/Lf	**30,350**
Sliding Chain Link Drive Gate, W Controller	1.00	Ea		/Ea	**Included**
Planting Irrigation					
Irrigate, Up To 10, 000 Sf	8,337.00	Sf	6.00	/Sf	**50,045**
Cut And Cap Exist. 3in Irrigation Line	1.00	Ea		/Ea	**Included**
Planting					
Landscape,	1.00	AC		/AC	**Included**
Turf & Grasses					
Sod, Floritam	8,377.00	Sf		/Sf	**Included**
Utilities					
Water Utilities					
Water Service, 2in Sub CTC Prelim	170.00	Lf		/Lf	**Included**
Waterline, PVC 6in DR-18 - Sub CTC	448.00	Lf		/Lf	**Included**
Fire Hydrants - Sub Ctc	1.00	Ea		/Ea	**Included**
Tap Existing Line W/ 12" X 6" Tapping Sleeve & Valve- Sub CTC	1.00	Ea		/Ea	**Included**
Double Detector Check Valve Assembly, 6in - Sub CTC	1.00	Ea		/Ea	**Included**
2" Meter Install Only	1.00	Ea		/Ea	**Included**
Remove Existing 3/4in Water Meter And Return To Lcu	1.00	Ls	450.00	/Ls	**450**
Sanitary Sewer Piping					
6" Sanitary Sewer Line - Sub Ctc	186.00	Lf		/Lf	**Included**
Tie To Existing Sanitary Sewer, FORCE MAIN CTC	1.00	Ea		/Ea	**Included**
San. Sewer Cleanouts, Ctc	4.00	Ea		/Ea	**Included**
Remove Existing Ss Pump Stattion	1.00	Ls		/Ls	**Included**
Storm Drainage Piping					
24" Hdpe Pipe - Remove Exist	227.00	Lf		/Lf	**Included**
18" Hdpe Corrugated Pipe - Sub	297.00	Lf		/Lf	**Included**
Pipe Culverts					
Remove Existing Storm Inlet	1.00	Ea		/Ea	**Included**
Utility Area Drains					
Type C Inlet Ctc	4.00	Ea		/Ea	**Included**
Type C Inlet Ctc Remove	2.00	Ea		/Ea	**Included**
Storm Drainage Structures					
Modify Existing Control Structure	1.00	Ea		/Ea	**Included**

QUALIFICATIONS & ASSUMPTIONS

PREPARED BY: Chris-Tel Construction
2534-A Edison Avenue, Fort Myers, FL 33901 (239) 226 0500 (239) 226 0503

Estero Park Maintenance Facility Relocation

Qualifications & Assumptions – 6.23.25

The Qualifications and Assumptions set forth in this exhibit form an integral part of the Contract to which it is attached and to the extent necessary modify all other exhibits, terms and conditions of the Contract that may be contradictory or that may set forth different requirements to be complied with by Contractor. Where materials, quantities, products, and component parts are specified in this exhibit, they shall control over any contrary provisions contained in other exhibits. Where statements are made that information, items or services will be provided or furnished by Owner, they constitute exclusions or alterations from the work that is otherwise set forth in the other terms and conditions of the Contract and its exhibits. Where they state that items are not included it means that the Work will be completed without the inclusion of such item and that if required by Owner it will be the basis for a change order or construction change directive. Where site conditions are specified, assumed, or assumptions as to the basis for pricing are set forth, they control over any more comprehensively stated requirements in the body of the Contract terms and conditions and constitute a limitation on the extent of the Work.

Division #1 – General Conditions

1. Due to the current volatility in the Construction Industry, these prices are good for 30 days. There are several items that are seeing pricing variations daily, any price increases shall be evidenced accordingly by back-up documents that clearly show a change from quoted price and purchase price.

2. Should material delays, material shortages, or material unavailability occur for any reason, at the reasonable discretion of the Village of Estero the duration of the contract time shall be extended accordingly, and the General Contractor shall be reimbursed for any additional cost for additional supervision and labor or increased material cost. These cases will require proper back-up and documentation for the Village of Estero to review and require approval, with approval not to be unreasonably withheld, and would be processed as a change order to the contract.

3. Proposal is limited to the item of work referenced herein. No other work is included or implied.

4. All Subcontractors will be evaluated based on Chris-Tel Construction's Master Service Agreement (MSA). When choosing Subcontractors, Subcontractors will be selected as most qualified and their ability to sign the Chris-Tel Construction MSA. In the event that another Subcontractor is qualified but has not agreed to the MSA at the time, Chris-Tel Construction can make the Client aware once the MSA process is complete.

5. The cost of permitting is EXCLUDED, and costs will be the responsibility of the Owner.

6. We have not included any Impact fees that may be required. They are to be paid for by the Owner.
7. Primary and Temporary Facilities utility usage costs are the responsibility of the Owner.
8. Builder's Risk Insurance is to be provided by the Owner with the Contractor being listed as Additionally Insured. The Owner to be responsible for Builder's Risk property insurance deductibles, exclusions, or limits.
9. We have INCLUDED the cost for providing a Payment/Performance bond.
10. All Chris-Tel Construction employees shall be billed based upon the attached Chris-Tel Construction Billable Rates. See Attachment A.
11. If Subcontractor deposits are required, it is assumed that the Contractor can reasonably bill for this before work is completed.
12. The following are specifically EXCLUDED from the estimate and assumed to be provided by the Owner:
    a. Environmental and Hazardous substance testing. (Unless noted otherwise)
    b. Any Environmental remediation costs.
    c. Design services, other than for Trade shop drawings.
    d. Disposal and replacement of unsuitable soils.
    e. Fixtures, Furnishings, and Equipment (FF & E) – Owner Furnished
13. We have included Temporary Facilities for our construction operation including a fenced area, job trailer, and restroom facilities. We have included a dumpster to be located in the construction area.
14. All work to be done during normal working hours unless off shift work is required for changeover of services deemed critical to the Village of Estero or required to maintain the project schedule.
15. Should the Village of Estero deem it necessary for CTC to spend additional time on-site over the course of the Project, this will be handled as a Change Order to the Contract per our standard billable rates.
16. Chris-Tel Construction is responsible for Reviewing project Submittals to ensure their compliance with the contract documents. Chris-Tel Construction is NOT responsible for Approval of project Submittals.
17. We have NOT included after-hours or off hours work. Should the Village of Estero determine that off hour's work is required, an additional rate will need to be added.

Division #2 – Demolition

1. Demolition included in this proposal is limited to that shown at the site of the new building and includes:
    a. Removal of Disc Golf Tee Boxes and Baskets as shown.
    b. Removal of HDPE storm drainage piping and inlet boxes as shown.
2. We do not include any demolition at the existing maintenance facility.

Division #3 – Concrete

1. Cast in place concrete as reflected on the plans and includes:
    a. Building foundations, slabs and beams as shown. Building slab to be 4in thick, reinforced with welded wire fabric.
    b. Building slab on grade to be 4in thick, reinforced with 6/6 W1.4welded wire fabric. Please see Add /Alt's for option for 6in slab on grade.
    c. Materials Bins foundations and slabs on grade.
    d. Miscellaneous equipment and housekeeping pads as shown.

Division #4 – Masonry

1. Concrete Masonry Units as shown for the Building and Materials Bins, to include:
    a. Horizontal and vertical steel reinforcing as shown.
    b. Precast lintels as required.
    c. Grout fill as indicated.

Division #5 – Metals

1. All structural steel, including:
    a. Light gauge formed metal roof trusses.
    b. Steel metal roof decking.
    c. Metal decking will be screwed to trusses with zinc coated screws. Welding of deck to trusses is excluded.

d. Steel embedded angles and plates as required.

e. Steel bollard piping as shown.

Division #6 – Cabinetry & Countertops

1. We have included the Cabinets and Countertops as shown on sheet A401 which include:

    a. Plastic Laminate Counter tops.

    b. Plastic Laminate Wall and Base Cabinets as shown.

Division #6 – Carpentry

1. Rough Carpentry includes:

    a. Roof blocking as shown.

    b. Fascia backing as shown.

    c. Blocking and backing for specialties and other wall mounted items.

    d. Blocking as required at exterior door and louver openings.

    e. Framing and sheathing as shown above ceiling height.

Division #7 – Thermal & Moisture Protection

1. Insulation is being carried per the plans and specifications, and includes:

    a. Foam fill insulation at CMU where indicated.

    b. Board insulation as shown at the roof deck.

    c. Spray foam insulation as shown in detail F13 in conditioned spaces.

Division #8 – Doors & Windows

1. We have included the following for doors, frames & hardware:

    a. Hollow metal frames

b. Hollow metal doors and wood doors as scheduled.

c. Finish Hardware per the plans and specifications including closers where required.

d. No electronic access hardware or controls is included for building doors.

2. We have included the Overhead Doors with:

a. Motor actuation with wall panel controls and phot-cells.

b. Weather stripping and safety edge as required.

Division #9 – Finishes

1. Acoustical Ceilings where indicated in the restroom, breakroom and office.
2. Flooring Materials:

a. Concrete sealing in the shop and storage areas.

b. Concrete staining in the breakroom and office.

c. Tile is included as shown on the restroom floor and walls.

d. Resilient Base is included in the office and breakroom.

3. Painting includes:

a. CMU walls to be blockfilled and painted with two coats of Pro Mar 200 Eggshell paint.

b. Wood doors and hollow metal frames to be prepped, primed and painted with one coat of SW Pro Cryl Universal Primer and two coats of SW Pro Industrial High Performance Semi-gloss paint.

c. Exposed deck and joist to be prepped and painted with SW Dryfall paint.

d. Stucco walls, bin walls and soffit to be primed and painted with one coat of Loxon Masonry primer and two coats of SW Exterior Superpaint Satin.

e. Pipe bollards to be primed and painted with SW Pro Cryl Universal Primer and two coats of SW Pro Industrial Waterborne Alkyd Urethane Semi-gloss paint.

f. Concrete floors at rooms 102 and 103 to be stained with H & C Heavy Sheild.

g. Exo Air 230 to be applied to interior side of exterior CMU walls at restroom, breakroom, storage room and office prior to blockfill and paint.

Division #10 – Specialties

1. Restroom Accessories as shown including:
    a. Towel dispenser
    b. Grab bars
    c. Framed mirrors
    d. Toilet paper dispenser
    e. Shower Rod, curtain, and seat
    f. Waste receptacle
    g. Robe hook
2. Fire Extinguishers include 3ea. Cosmic5E Tagged 5 lb. ABC Multi-Purpose Fire Extinguisher with Lettering.
3. Signage for the building interior is included as a $300.00 allowance.
4. 5 ea Frames, 12" w x 15" d x 72" h, Double-Tier PolyLife Solid Plastic Lockers, with Flat Tops are included.

Division #11 – Equipment

1. We include a $1,328.00 allowance for the refrigerator.
2. We include relocating the air compressor from the existing facility as noted.

Division #12 – Furnishings

1. Furnishings include the breakroom countertop as shown.
2. No other furnishings are included.
3. We include relocating the metal shelving and storage cabinets from the existing facility as noted.

Division #13 – Special Construction

1. Not Used

Division #14 – Conveying Equipment

1. Not Used

Division #21 – Fire Suppression

1. Not Included.

Division #22 - Plumbing

1. Provide materials and labor for all Underground and A/S sanitary Drainage Waste Ventilation piping as shown on P101 and P201.
2. Testing and inspections in accordance with FBC Plumbing. Pipe and fittings shall be Sch 40 PVC.
3. Provide materials and labor for installation of new water piping as shown on P101 and P201 drawings dated 5.15.25. Water piping shall connect to be installed per drawings. Water piping material shall be CPVC as specified. New water piping shall be installed and tested/inspected per FBC plumbing. 5' From building.
4. Provide and install plumbing fixtures as shown on plumbing fixture schedule on plumbing drawing P001 dated 5.15.25. All required materials for plumbing fixtures to be in working order included in pricing. Fixture Submittal based on industry standards and to be approved by owner and design team prior to procurement.
5. Domestic hot water system to be insulated with 25/50 Fiberglass Insulation as specified.

Division #23 – Heating, Ventilation, & Air Conditioning (HVAC)

1. Provide and install (1) split-system air conditioner with standard 1 ½" duct board ductwork and flexible duct takeoffs to grilles and diffusers.
2. Controls will be 7-day programmable thermostat, control wiring shall be free wired.
3. We include an independent test and balance.

4. Equipment to be Samsung split system.
5. Exhaust fans as shown are included.
6. Louvers as shown are included.
7. Air distribution devices as shown are included.
8. Condensate drains are included.
9. Refrigerant piping to be type L soft copper.

Division #26 - Electrical

1. Furnish and install the specified lighting package.
2. Furnish and install site lighting with direct-bury concrete poles as noted in the lighting fixture schedule under the description column. We do not include the specified model called for as it is an aluminum pole.
3. Furnish and install lighting controls and time clocks.
4. Furnish and install branch power run in MC cable, EMT, and Schedule 40 PVC raceways.
5. In the Bay Area, EMT raceways are run surface mounted.
6. Included commercial-grade devices throughout.
7. Furnish power and disconnect means for the site lift and gate operator.
8. Furnish and install power and disconnects for HVAC equipment where required.
9. Furnish and install feeders as shown. The incoming feeder is included at 50 feet.
10. Furnish and install the electrical meter, panel, and surge protection.
11. Furnish and install electrical grounding to code.
12. Furnish and install (3) two two-inch Schedule 40 PVC raceways for the low-voltage incoming.
13. Incoming low voltage is included at 75 feet.
14. Furnish and install a box and stub-up for cameras, TV, and tel/data.
15. Electrical is run as EMT surface mounted to CMU walls with raised covers.

Division #27 - Communications

1. Communications systems or wiring are excluded.

Division #28 – Electronic Safety & Security

2. Electronic Safety & Security is excluded

Division #31 - Earthwork

1. Earthwork includes:
    a. Rough and fine grading of the site.
    b. Building pad preparation as specified.
    c. Imported fill materials (up to 1,500Cy).
2. Sitework includes:
    a. Temporary construction entrance as shown. Silt fence and inlet protection as shown.
    b. Clearing and grubbing as required within the work boundaries.

Division #32 – Exterior Improvements

1. Exterior Improvements include:
    a. Asphalt paving as shown including:
        i. 12 in stabilized subgrade
        ii. Lime rock base as shown
        iii. 2 in, Type S-3 Asphalt applied in two lifts
        iv. Signage, striping and car stops as shown
    b. 6" thick concrete building apron as shown.
    c. 2' concrete ribbon curb as shown at the expanded gravel drive.

2. Chain-link fencing with operable gate is included as:
    a. Approx. 545 lf of 6' tall vinyl coated (green or black) chain link fence, 9-gauge, vinyl coated green or black chain link
    b. 1 5/8" .065 top rail
    c. 2" dq. 20 line posts set in concrete
    d. 2 ½" dq. 40 corner and terminal posts set in concrete
    e. 4" dq 40 gate posts set in concrete
    f. Install 1-24'w cantilever slide gate with Liftmaster CSL24UL operator
    g. Liftmaster CSL24UL includes:
        i. 2 remotes
        ii. Free exit
        iii. Basic keypad and pedestal
        iv. Card readers, cameras, intercoms or any other entry or exit access controls are not included.

Division #33 - Utilities

1. Utilities include:
    a. Sanitary Sewer Lift Station as shown.
    b. Sanitary Clean Outs as shown.
    c. Sanitary Sewer lines and connection to existing are included as shown.
    d. Fire and domestic water service includes:
        i. Tapping existing supply piping as shown.
        ii. Meter connection and installation.
        iii. Fire hydrant as shown.
    e. Storm drainage includes:
        i. Junction and drainage inlet boxes as shown.
        ii. ADS storm drainage piping.

iii. Connection to existing HDPE piping as shown.

Division #32 – Landscaping

1. Landscaping includes:
    a. Trees, shrubs and ground cover as shown on the landscaping plans.
    b. Bahia sod as indicated.
    c. Staking of trees as required.
    d. Irrigation as shown.

Allowance Values Referenced Herein

Interior Building Signage:	$ 300.00
Refrigerator Materials:	$1,328.00
Cabinetry & Countertop:	$ 2,853.00
Ceiling Fan Materials:	$ 2,967.00
Total	**$7,448.00**

Add / Alternate Values Referenced Herein

Add gutters, downspouts, and splash blocks:	$ 7,297.00
Place 6in thick slab on grade in maintenance area, +/- 1,685sf:	$ 5,712.00
Total	**$13,009.00**

CHRIS-TEL CONSTRUCTION BILLABLE RATES

Attachment "A"

Billable Rates

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.

Attachment "A"

Billable Rates 5/1/2024

POSITIONS	RATE/HR
DIRECTOR OF OPERATIONS	$180.00
PROJECT EXECUTIVE	$146.00
SENIOR PROJECT MANAGER	$135.00
PROJECT MANAGER I	$105.00
PROJECT MANAGER II	$115.00
ASSISTANT PROJECT MANAGER	$75.00
PROJECT ENGINEER	$65.00
SENIOR SUPERINTENDENT	$132.00
SUPERINTENDENT I	$110.00
SUPERINTENDENT II	$118.00
ASSISTANT SUPERINTENDENT	$75.00
CARPENTER	$103.00
LABOR FOREMAN	$82.00
LABORER	$62.00
PROJECT COORDINATOR	$62.00
CONSTRUCTION ADMINISTRATOR	$62.00
DOCUMENT CONTROL SPECIALIST	$64.00
INTERN	$40.00
MANAGER – ESTIMATING	$180.00
SENIOR ESTIMATOR	$153.00
ESTIMATOR	$101.00
JUNIOR ESTIMATOR	$80.00
MANAGER – CONTINUING CONTRACTS	$180.00
SAFETY MANAGER	$106.00
MANAGER – BIM/VDC	$125.00
SENIOR BIM/VDC COORDINATOR	$97.00
BIM/VDC COORDINATOR	$93.00
IT SPECIALIST	$85.00
MANAGER - ACCOUNTING	$80.00
ACCOUNTING LEAD	$50.00

PROJECT ACCOUNTING	$50.00
DIRECTOR, STRATEGIC DEVELOPMENT	$180.00
MARKETING MANAGER	$68.00
MARKETING COORDINATOR	$55.00
VP OF FINANCE & ADMINISTRATION	$180.00
MANAGER, HUMAN RESOURCES	$87.00
HUMAN RESOURCES ASSISTANT	$58.00
ADMINISTRATION	$58.00

ENUMERATION OF DOCUMENTS

Village of Estero Maintenance Facility Relocation
ENUMERATION OF DOCUMENTS
6/23/2025

SHEET #	DESCRIPTION	ORIGINAL PLOT DATE	Addendum # 1	NOTES
	Architectural	5/15/2025		
CS101	COVER SHEET & DRAWING INDEX	5/15/2025		
LS101	CODE DATA & LIFE SAFETY PLAN	5/15/2025		
A101	FLOOR PLAN & REFLECTED CEILING PLAN	5/15/2025		
A102	ROOF PLAN & DETAILS	5/15/2025		
A201	EXTERIOR ELEVATIONS	5/15/2025		
A301	BUILDING SECTIONS & WALL SECTIONS	5/15/2025		
A401	ENLARGED RESTROOM PLAN & INTERIOR ELEVATIONS	5/15/2025		
A501	DOOR & WINDOW SCHEDULES	5/15/2025		
	Structural			
S101	GENERAL NOTES	5/15/2025		
S201	FOUNDATION & ROOF FRAMING PLAN	5/15/2025		
S301	DETAILS	5/15/2025		
S302	DETAILS	5/15/2025		
S303	DETAILS	5/15/2025		
	Plumbing			
P001	PLUMBING NOTES & SCHEDULES	5/15/2025		
P101	PLUMBING PLANS	5/15/2025		
P201	PLUMBING ISOMETRICS	5/15/2025		
	Mechanical			
M001	MECHANICAL NOTES & SCHEDULES	5/15/2025		
M101	M101 MECHANICAL PLAN	5/15/2025		
	Electrical			
E001	ELECTRICAL NOTES & SCHEDULE	5/15/2025		
E002	E002 ELECTRICAL SITE PLAN, PANEL SCHEDULE, CALCULATIONS & POWER RISER DIAGRAM	5/15/2025		
E101	E101 POWER & SYSTEMS PLAN	5/15/2025		

	Civil			
1	COVER SHEET, VICINITY MAP & INDEX	5/15/2025		
2	AERIAL & EXISTING CONDITIONS PLAN	5/15/2025		
3	DEMOLITION PLAN	5/15/2025		
4	SITE, SIGNING, & MARKING PLAN	5/15/2025		
5	PAVING, GRADING, & DRAINAGE PLAN	5/15/2025		
6	UTILITY PLAN	5/15/2025		
7	TYPICAL SECTIONS	5/15/2025		
8	PAVING & DRAINAGE DETAILS	5/15/2025		
9	LEE COUNTY UTILITIES DETAILS	5/15/2025		
10	PUMP STATION DETAIL	5/15/2025		
11	EROSION CONTROL PLAN	5/15/2025		
	Landscape			
L-1	LANDSCAPE CALCULATIONS	4/14/2025		
L-2	LANDSCAPE PLAN AND PLANT LIST	4/14/2025		
L-3	LANDSCAPE AND IRRIGATION DETAILS	4/14/2025		
L-4	IRRIGATION PLAN	4/14/2025		
	Specifications			
	1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS	5/15/2025		
	2.01 DIVISION 01 -- GENERAL REQUIREMENTS	5/15/2025		
	2.02 DIVISION 02 -- EXISTING CONDITIONS	5/15/2025		
	2.03 DIVISION 03 -- CONCRETE	5/15/2025		
	2.04 DIVISION 04 -- MASONRY	5/15/2025		
	2.05 DIVISION 05 -- METALS	5/15/2025		
	2.06 DIVISION 06 -- WOOD, PLASTICS, AND COMPOSITES	5/15/2025		
	2.07 DIVISION 07 -- THERMAL AND MOISTURE PROTECTION	5/15/2025		
	2.08 DIVISION 08 -- OPENINGS	5/15/2025		
	2.09 DIVISION 09 -- FINISHES	5/15/2025		
	2.10 DIVISION 10 -- SPECIALTIES	5/15/2025		
	2.11 DIVISION 11 -- EQUIPMENT	**Not Included**		
	2.12 DIVISION 12 -- FURNISHINGS	**Not Included**		
	2.13 DIVISION 13 -- SPECIAL CONSTRUCTION	**Not Included**		
	2.14 DIVISION 14 -- CONVEYING EQUIPMENT	**Not Included**		
	2.15 DIVISION 21 -- FIRE SUPPRESSION	**Not Included**		
	2.16 DIVISION 22 -- PLUMBING	**Not Included**		
	2.17 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)	**Not Included**		

	2.18 DIVISION 25 -- INTEGRATED AUTOMATION	**Not Included**		
	2.19 DIVISION 26 -- ELECTRICAL	**Not Included**		
	2.20 DIVISION 27 -- COMMUNICATIONS	**Not Included**		
	2.21 DIVISION 28 -- ELECTRONIC SAFETY AND SECURITY	**Not Included**		
	2.22 DIVISION 31 -- EARTHWORK, **313116 Termite Control only, no other sections included.**	5/15/2025		
	2.23 DIVISION 32 -- EXTERIOR IMPROVEMENTS	**Not Included**		
	2.24 DIVISION 33 -- UTILITIES	**Not Included**		
	2.25 DIVISION 34 -- TRANSPORTATION	**Not Included**		
	2.26 DIVISION 40 -- PROCESS INTEGRATION	**Not Included**		
	2.27 DIVISION 46 -- WATER AND WASTEWATER EQUIPMENT	**Not Included**		

BUILD | RESTORE | PRESERVE

2534-A Edison Avenue | Fort Myers, Florida 33901 | (239) 226-0500 | www.christelconstruction.com

CHRIS TEL CONSTRUCTION

HSE CPM SCHEDULING CONSULTANTS

Village of Estero Maintenance Building - Baseline Schedule

All Activities

CHRIS TEL CONSTRUCTION

Activity ID	Activity Name	Original Duration	Start	Finish
Village of Estero Maintenance Building - Baseline Schedule		175d	Jun-30-25	Mar-10-26
Project Summary		254d	Jun-30-25	Mar-10-26
A1000	Village Of Estero - DO Approval	0d	Jun-30-25	
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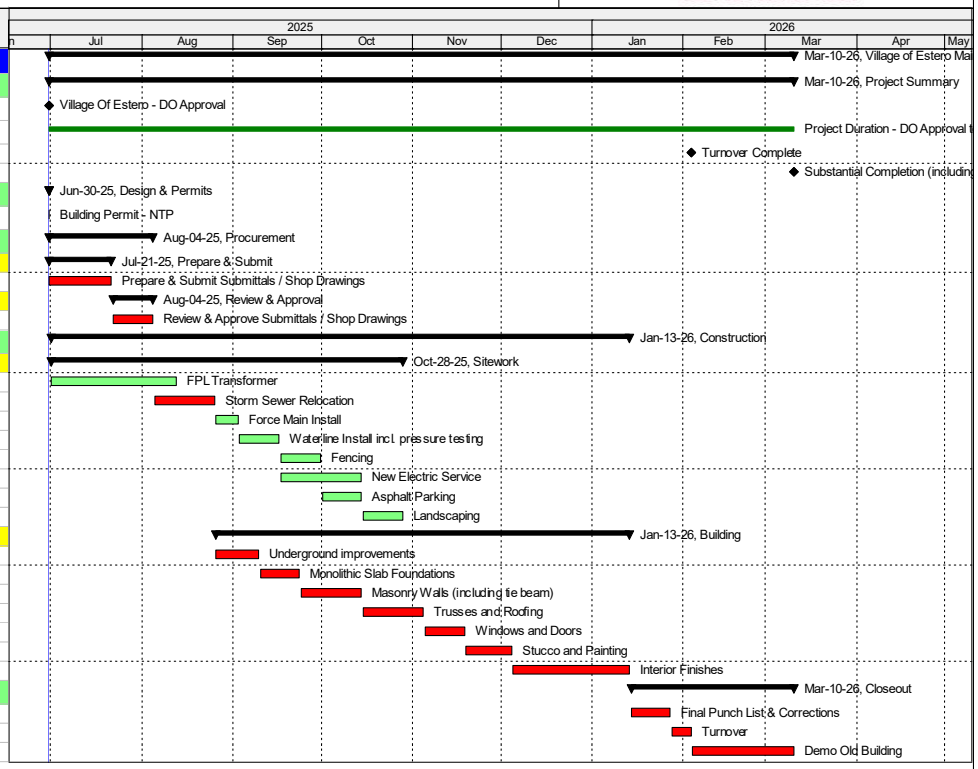
A1010	Substantial Completion (including Demo)	0d		Mar-10-26
Design & Permits		1d	Jun-30-25	Jun-30-25
A1020	Building Permit - NTP	1d	Jun-30-25	Jun-30-25
Procurement		25d	Jun-30-25	Aug-04-25
Prepare & Submit		15d	Jun-30-25	Jul-21-25
A1030	Prepare & Submit Submittals / Shop Drawings	15d	Jun-30-25	Jul-21-25
Review & Approval		10d	Jul-22-25	Aug-04-25
A1040	Review & Approve Submittals / Shop Drawings	10d	Jul-22-25	Aug-04-25
Construction		134d	Jul-01-25	Jan-13-26
Sitework		84d	Jul-01-25	Oct-28-25
A1990	FPL Transformer	30d	Jul-01-25	Aug-12-25
A1830	Storm Sewer Relocation	15d	Aug-05-25	Aug-25-25
A1840	Force Main Install	5d	Aug-26-25	Sep-02-25
A1850	Waterline Install incl. pressure testing	10d	Sep-03-25	Sep-16-25
A1870	Fencing	10d	Sep-17-25	Sep-30-25
A1860	New Electric Service	20d	Sep-17-25	Oct-14-25
A1880	Asphalt Parking	10d	Oct-01-25	Oct-14-25
A1890	Landscaping	10d	Oct-15-25	Oct-28-25
Building		95d	Aug-26-25	Jan-13-26
A1900	Underground improvements	10d	Aug-26-25	Sep-09-25
A1910	Monolithic Slab Foundations	10d	Sep-10-25	Sep-23-25
A1920	Masonry Walls (including tie beam)	15d	Sep-24-25	Oct-14-25
A1930	Trusses and Roofing	15d	Oct-15-25	Nov-04-25
A1940	Windows and Doors	10d	Nov-05-25	Nov-18-25
A1950	Stucco and Painting	10d	Nov-19-25	Dec-04-25
A1960	Interior Finishes	25d	Dec-05-25	Jan-13-26
Closeout		40d	Jan-14-26	Mar-10-26
A1190	Final Punch List & Corrections	10d	Jan-14-26	Jan-27-26
A1820	Turnover	5d	Jan-28-26	Feb-03-26
A1970	Demo Old Building	25d	Feb-04-26	Mar-10-26



Remaining Level of Effort | Critical Remaining Work | Summary
Remaining Work | Milestone

Page 1 of 1

Data Date: Jun-30-25
TASK filter: All Activities

VILLAGE
CENTER
ESTERO

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3..... Executive Summary

4..... Location Map

5..... Site Plan

6..... Elevations

7..... GMP Summary

8..... Summarized Schedule

9..... Complete Schedule

10..... High 5 Lot

11..... Recommendation

Village Center Hub

EXECUTIVE SUMMARY

The purpose of this agenda item is to seek Council approval of a Guaranteed Maximum Price (GMP) contract with Chris-Tel Construction and to authorize issuance of a Notice to Proceed.

The existing SportsPark maintenance building is currently situated at the planned main entrance to the SportsPark, and within the footprint of High 5's proposed northern parking area. In order to move forward with the construction of the newly approved masterplan of the SportsPark, this facility must be relocated onto Lee County-owned property.

To facilitate this relocation, the Village has engaged Chris-Tel Construction to prepare a GMP and contractual schedule for the construction of the new maintenance building on the designated Lee County site.

Village Center Hub

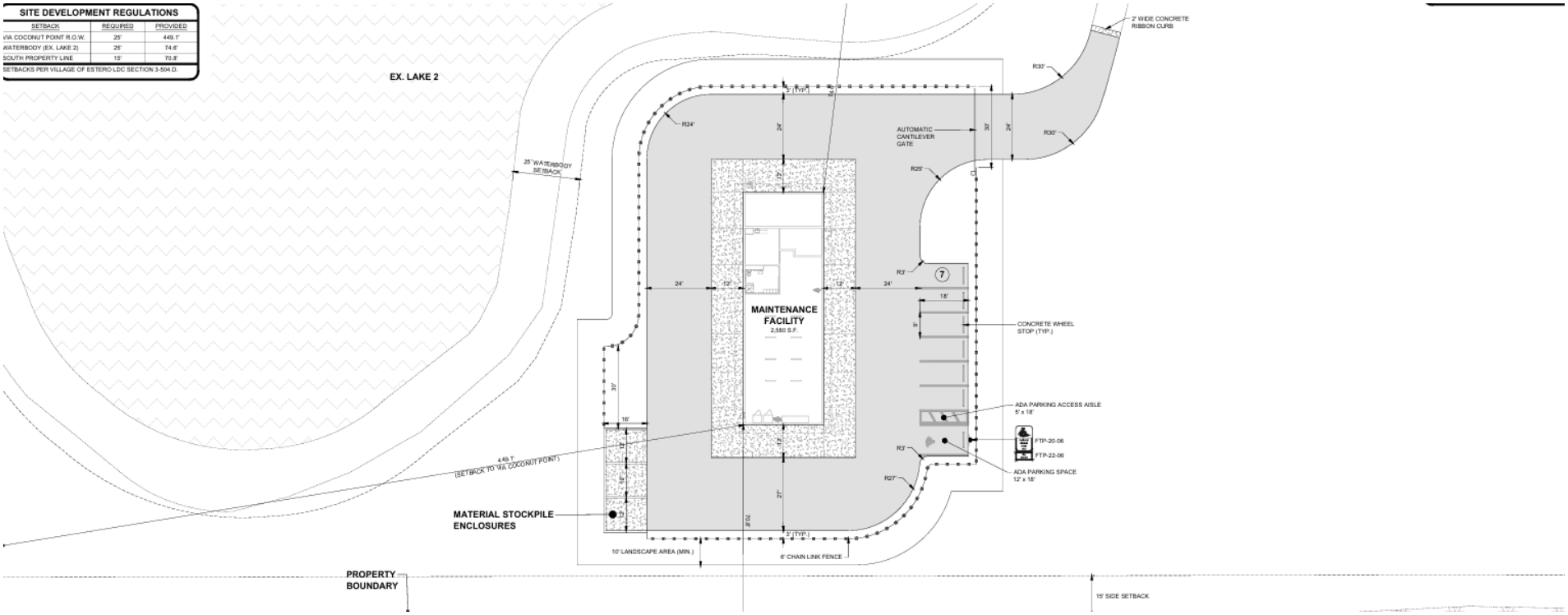
Location Map

Current Location

Proposed Location

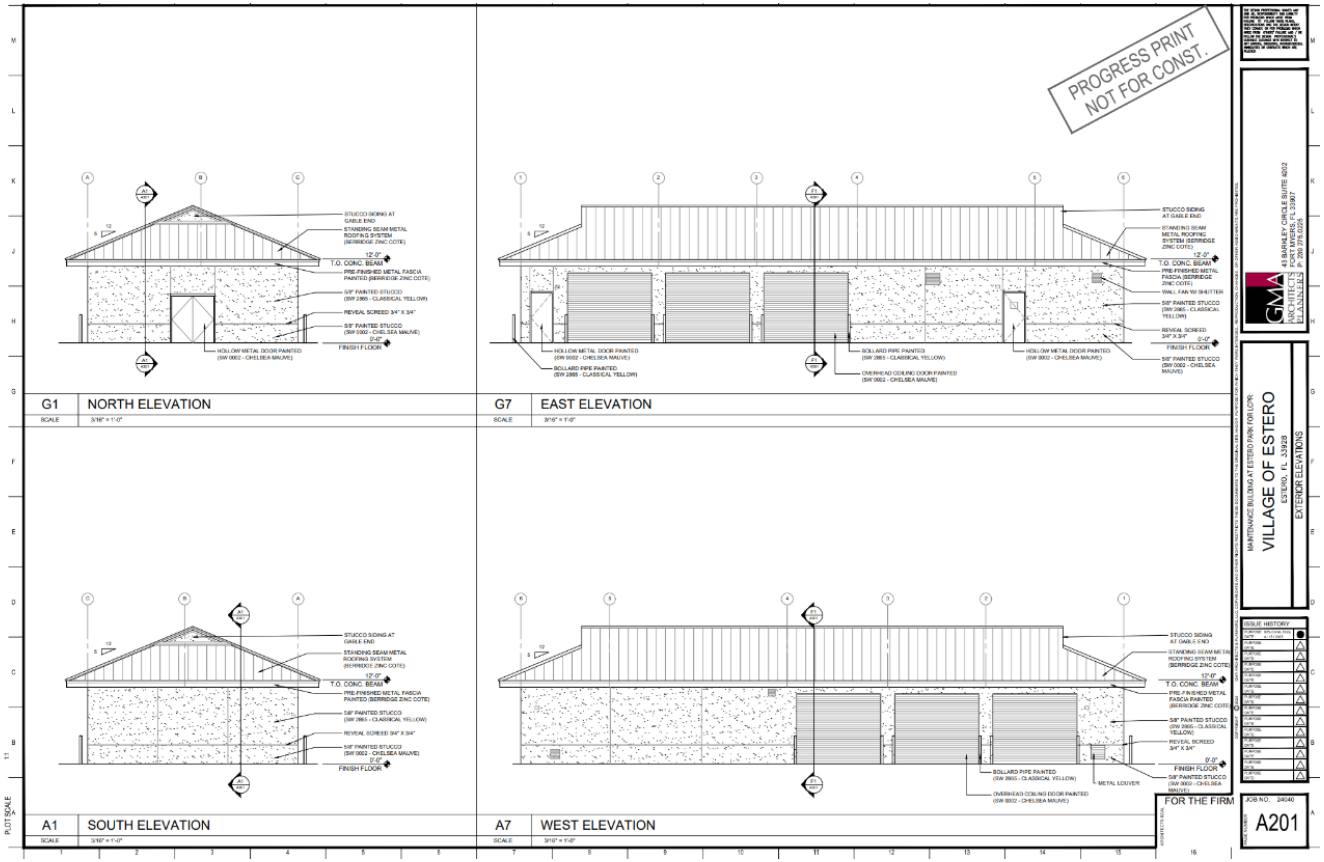
Village Center Hub

Site Plan



Village Center Hub

Elevations



Village Center Hub

GMP Summary

The GMP received breaks down the guaranteed maximum price for the site work, utilities, and vertical construction for the relocation of the maintenance building to its new site. Chris-Tel's GMP amount totals **$2,118,787.00.**

Description	Takeoff Quantity	Total Cost/Unit	Total Amount
GENERAL REQUIREMENTS	2,586.00 SF	14.71 /SF	38,044
SITE SURVEY, DEMOLITION & INVESTIGATIONS	2,586.00 SF	6.07 /SF	15,695
CONCRETE	2,586.00 SF	83.30 /SF	215,405
MASONRY	2,586.00 SF	/SF	Included
METALS	2,586.00 SF	35.74 /SF	92,413
WOOD & PLASTICS	2,586.00 SF	10.15 /SF	26,243
THERM-MOIST. PROTECTION	2,586.00 SF	35.41 /SF	91,558
OPENINGS	2,586.00 SF	42.15 /SF	109,001
FINISHES	2,586.00 SF	14.39 /SF	37,207
SPECIALTIES	2,586.00 SF	4.70 /SF	12,156
EQUIPMENT	2,586.00 SF	0.51 /SF	1,328
FURNISHINGS	2,586.00 SF	0.27 /SF	698
PLUMBING	2,586.00 SF	19.32 /SF	49,960
HVAC	2,586.00 SF	15.78 /SF	40,815
ELECTRICAL	2,586.00 SF	45.28 /SF	117,091
EARTHWORK	42,717.00 SF	12.37 /SF	528,525
EXTERIOR IMPROVEMENTS	42,717.00 SF	2.27 /SF	96,916
UTILITIES	42,717.00 SF	0.01 /SF	450

New Building Sitework:	$1,019,553.00
New Building:	$1,099,234.00
Total:	**$2,118,787.00**

Estimate Totals

Description	Amount	Totals
Cost of Work	**1,473,506**	**1,473,506**
General Conditions	288,433	
	288,433	**1,761,939**
CTC General Liability	19,069	
P & P Bond Chris-Tel	17,139	
P&P Bond on Subs $200k & Up	31,715	
Building Permit - NIC		
Builders Risk		
	67,923	**1,829,862**
Fee	182,986	
Contractors Contingency	105,939	
Design Contingency		
Owner Contingency		
	288,925	**2,118,787**
Total		***2,118,787***

**Recommending 5% owner contingency*

Village Center Hub

Summarized Schedule

The schedule below shows a turnover of the new maintenance facility building by **March 10th 2026.**

Design Completion	June 30th, 2025
Entitlement Completion	July 10th, 2025
Groundbreaking	July 11th, 2025
Construction Completion/Turnover	March 10th, 2026

** Contingencies are included for SWFMD entitlements and Final Handover*

Village Center Hub

Complete Schedule

HSE CPM SCHEDULING CONSULTANTS

Village of Estero Maintenance Building - Baseline Schedule
All Activities

CHRIS TEL CONSTRUCTION

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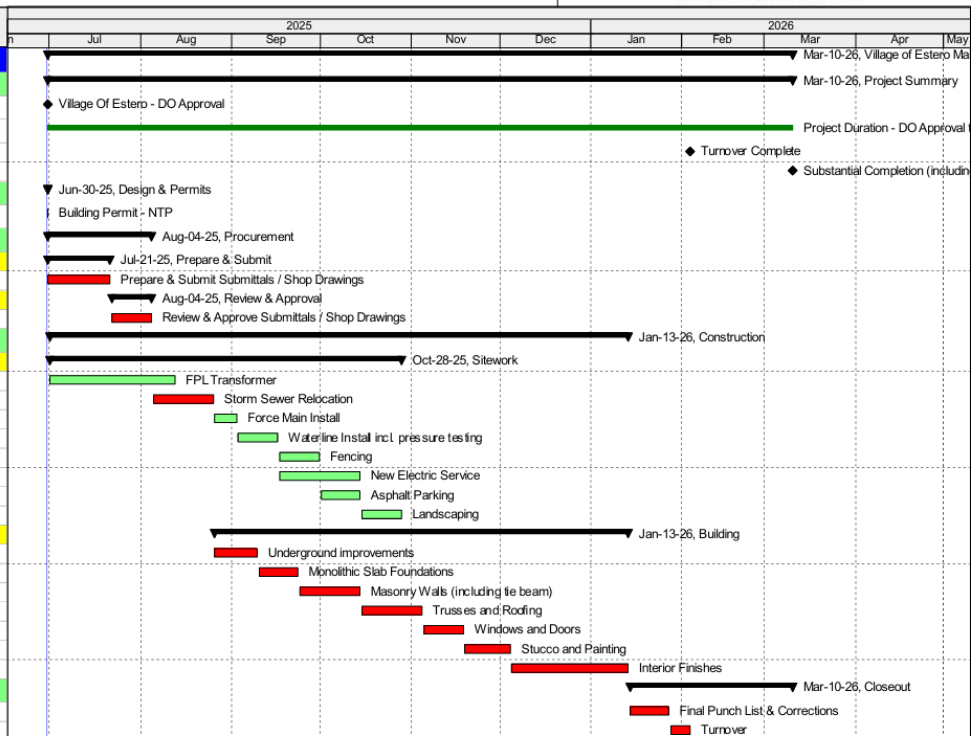

Village Center Hub

Recommendation

Vieste as well as VOE staff recommend approval of the schedule and the GMP totaling $2,118,787.00 including contractor contingency. In addition, we further recommend that the Village maintain and owner contingency of an additional 5% for $105,939.00 totaling **$2,224,726.00**.

Village Center Hub

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

First reading of Zoning Ordinance No. 2025-07, Pelican Sound Zoning Amendment

Pass first reading of Ordinance No. 2025-07 and set second reading and public hearing for September 17, 2025.

Background:

This is an amendment to the Residential Planned Development zoning in Pelican Sound at the River Club. The applicant is requesting an amendment to allow for the permanent (overnight) mooring of two pontoon boats. The zoning resolution approved by Lee County allowed "temporary" mooring.

Description:

See attached staff report for details.

The applicant is requesting to revise conditions of approval in the Pelican Sound zoning related to mooring of two shuttle boats at the existing floating dock in the River Club area on the Estero River.

There was public input and lengthy discussion of this request at the May 13th Planning Zoning and Design Board meeting.

Several issues were brought up related to the permanent mooring, operational issues, size of the boats, narrowness and depth of the river, safety, and whether other alternatives were available. An excerpt from the Planning Zoning and Design Board meeting is attached.

The Planning Zoning and Design Board recommended approval with additional conditions related to some of these issues. The applicant has submitted additional material subsequent to the Planning Zoning and Design Board meeting including a Boat Shuttle Protocol and Incident Reporting document. Conditions are included in the Ordinance.

Action Requested:

Pass first reading of Ordinance No. 2025-07 and set second reading and public hearing for September 17, 2025.

Process and Timeline:

- Planning Zoning and Design Board hearing May 13, 2025
- Council first reading July 2, 2025
- Tentative Council second reading September 17, 2025

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared By: Mary Gibbs

Attachments:

1. Ordinance No. 2025-07
2. Staff Report
3. Applicant Information Including Boat Shuttle Protocol and Incident Reporting Document
4. E-comments received for Planning Zoning and Design Board Meeting
5. Transcript from Planning Zoning and Design Board Meeting May 13, 2025

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2025-07

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING WITH CONDITIONS AN AMENDMENT TO THE RESIDENTIAL PLANNED DEVELOPMENT ZONING FOR THE RIVER CLUB AREA OF PELICAN SOUND LOCATED ALONG THE ESTERO RIVER; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Pelican Sound Golf and River Club, Inc., represented by Michael Pappas, RWA, (the "Applicant"), filed an application to amend the Residential Planned Development (RPD) zoning for a property located within **Pelican Sound**, (the "Property"); and

WHEREAS, the Property is located at the north end of Pelican Sound, at the River Club and adjacent to the Estero River, and

WHEREAS, the zoning case number is DCI2025-E001; and

WHEREAS, the Pelican Sound property was rezoned by Lee County in 1995 for the 547-acre site; and

WHEREAS, the zoning was amended in 2013 by Resolution Z-13-003 to approve two temporary moorings for shuttle boats at the River Club; and

WHEREAS, the Applicant proposes to change the "temporary" mooring for two pontoon shuttle boats to "permanent" mooring; and

WHEREAS, a duly noticed public hearing was held on May 13, 2025 at the Planning Zoning and Design Board, and it recommended approval with additional conditions; and

WHEREAS, a duly noticed first reading was held before the Village Council on July 2, 2025; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on September 17, 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. Approval.

The Village Council approves the amendment to the zoning to allow permanent mooring for two boats with the following conditions.

Section 2. Conditions.

1. Prior Approvals

   The previous approvals contained in Resolution Z-13-003, including conditions and deviations, remain in effect except as modified by the conditions in this approval.

2. Master Concept Plan

   Development of this project must be consistent with the Master Concept Plan (MCP) titled "Pelican Sound Golf and River Club" dated March 2025 which is revised to remove the word "temporary" from boat shuttle mooring #1 and #2.

3. Modified Conditions

   Condition 4a of Resolution Z-13-003 is revised as follows:

   Boat ramps and dockage (not a marina) limited to:

   - one (1) power boat ramp
   - two (2) ~~temporary~~ permanent moorings and
   - one (1) canoe/kayak launch

   Conditions 12.a., h., and m. are revised as follows:

   a. Uses within the 50-foot-wide waterway buffer will be limited to two ~~temporary~~ permanent moorings, one boat ramp, one canoe/kayak launch, one fishing platform/observation deck, one gazebo, two observation decks, a boardwalk, an outdoor waiting area and stormwater management structures as limited below. These uses are subject to the dock shoreline permit requirements of LDC Chapter 7 ~~25~~. The natural waterway buffer located between the permanent mooring #1 and 2 must remain.

   h. The mooring dock will be for the ~~temporary~~ permanent mooring of a watercraft 35 feet or less in length. No overnight mooring of watercraft other than the 2 shuttles is permitted. Signs must be placed on the mooring dock and the observation/fishing pier indicating no overnight mooring of watercraft except as described above is permitted.

m. The powerboat launch within the River Club area is approved for a single boat ramp with a maximum of two ~~temporary~~ permanent mooring slips.

4. Contingent Approval

The permanent mooring is contingent on approval from the South Florida Water Management District and Army Corps of Engineers.

5. Permits/Modifications

The applicant will file for permits and/or modifications to the South Florida Water Management District and Army Corps of Engineers within 90 days of this zoning approval.

6. Hours of Operation

Hours of operation are 9:00 a.m. to 5:00 p.m. No shuttle service is allowed after dark. This does not apply to sunset cruises.

7. Boat Schedule

Approval is limited to the attached Boat Shuttle Service (Exhibit C) except sunset cruises which must be completed before dark.

8. Rules of Operation

Pelican Sound Golf & River Club has established and will enforce a Boat Shuttle Safety Protocol to ensure that the shuttle operators are properly trained to comply with safe boating rules and courteous navigation. The Protocol is attached as Exhibit D.

9. Contact Information

Pelican Sound Golf & River Club has established and will enforce an Incident Protocol to address complaints with the boat shuttle service. The Protocol is attached as Exhibit E.

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 for Pelican Sound.

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 as conditioned will not result in adverse impacts.

Section 5. Exhibits.

The following exhibits are attached to this Ordinance and incorporated by reference:

Exhibit A	Legal Description
Exhibit B	Master Concept Plan titled "Pelican Sound Golf and River Club" dated March 2025
Exhibit C	Boat Shuttle Services Schedule
Exhibit D	Pelican Sound Golf & River Club Boat Shuttle – Estero River Boat Safety Protocol
Exhibit E	Pelican Sound Golf & River Club Incident Complaint Protocol

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 2nd day of July, 2025.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this 17th day of September, 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	____	____
Vice Mayor Zaluki	____	____
Councilmember Fayee	____	____
Councilmember Hunt	____	____
Councilmember Lopez	____	____
Councilmember McLain	____	____
Councilmember Ward	____	____

EXHIBIT PH-3.C.1.

Legal Description
Exhibit PH-3.C.1

PELICAN SOUND GOLF AND RIVER CLUB LEGAL DESCRIPTION:

IN SECTIONS 29, 32 AND 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA:
BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 32;
THENCE RUN N00°55'53"W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) FOR 1,226.64 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT TRANSMISSION LINE (100 FEET WIDE);
THENCE RUN. N20°51'33"W ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO A POINT ON THE SOUTH LINE OF LOT A56 OF "FLORIDA GULF LAND COMPANY'S SUBDIVISION," AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY;
THENCE RUN S88°27'02"W ALONG THE SOUTH LINES OF LOTS A56, A55, A54 AND A53, SAID SUBDIVISION, FOR 1257.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT A53, OF SAID SUBDIVISION;
THENCE RUN N00°43'04"W ALONG THE WEST LINE OF SAID LOT A53 FOR 1,180
FEET MORE OR LESS TO THE WATERS OF THE ESTERO RIVER;
THENCE RUN NORTHEASTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID WATERS FOR 5,396 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 29;
THENCE RUN S00°11'00"E ALONG SAID WEST LINE FOR 990 FEET MORE OR LESS TO THE NORTH LINE OF SAID SECTION 32;
THENCE RUN N89°49'47"E ALONG SAID NORTH LINE OF SAID SECTION 32 FOR 671.22 FEET TO THE NORTHEAST COMER OF SAID SECTION 32;
THENCE RUN N89°15'27"E ALONG THE NORTH LINE OF SAID SECTION 33 FOR 395.00 FEET;
THENCE RUN S00°30'33"E FOR 2,647.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 33;
THENCE RUN N88°52'56"E ALONG SAID NORTH LINE FOR 987.18 FEET;
THENCE RUN S00°31'21"E FOR 578.29 FEET;
THENCE RUN N88°50'29"E FOR 1,739.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF TAMIAMI TRAIL [US 41/SR 45 (200 FEET WIDE)];
THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE S05°19'58"W FOR 201.29 FEET;
THENCE RUN S88°50'29"W FOR 1,719.07 FEET;
THENCE RUN S00°31'21"E FOR 1,840.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WILLIAMS ROAD (60 FEET WIDE);
THENCE RUN S89°00'54"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 1,382.17 FEET TO THE WEST LINE OF SAID SECTION 33;
THENCE RUN S89°00'18"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 2,644.88 FEET
TO THE WEST LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 32;
THENCE RUN N0°56'02"W ALONG SAID WEST LINE FOR 2,614.20 FEET TO THE
POINT OF BEGINNING.
CONTAINING 561.8 ACRES OF LAND, MORE OR LESS.

THIS LEGAL DESCRIPTION IS INCLUSIVE OF THE FORMERLY LESSED OUT CEMETERY PARCEL, AND THE FORMERLY EXCLUDED TRIANGLE PARCEL.

6/15/12

MICHAEL A. WARD, PROFESSIONAL LAND SURVEYOR LS#5301 DATE
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

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R.W.A., INC. STATE OF FLORIDA BUSINESS LICENSE NO. EB-0007663

RWA CONSULTING INC.
Planning
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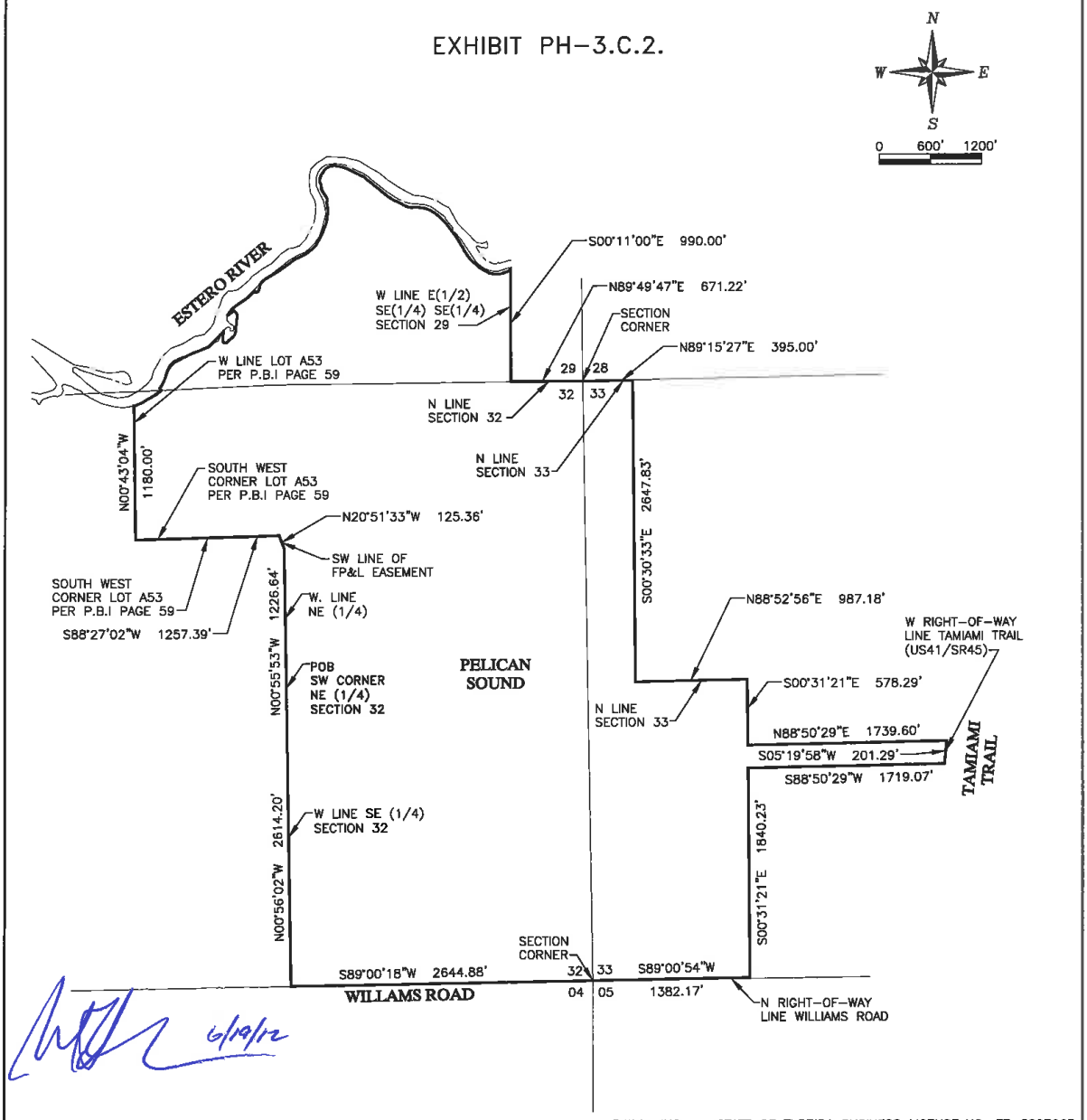
Civil Engineering
Surveying & Mapping
6810 Willow Park Drive, Suite 200
Naples, Florida 34109
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization
EB 7663 LB 6952

DATE:	JUNE, 2012
SCALE:	1" = 1200'
DRAWN BY:	J.P.
CHECKED BY:	M.A.W.
SEC: TWP: RGE:	29,32,33 46 25E
CLIENT:	PELICAN SOUND GOLF & RIVER CLUB
TITLE:	LEGAL DESCRIPTION
PROJECT NUMBER:	970188.01.09
SHEET NUMBER:	1 OF 2
FILE NUMBER:	9701880109SK01

THIS IS NOT A SURVEY

EXHIBIT PH-3.C.2.



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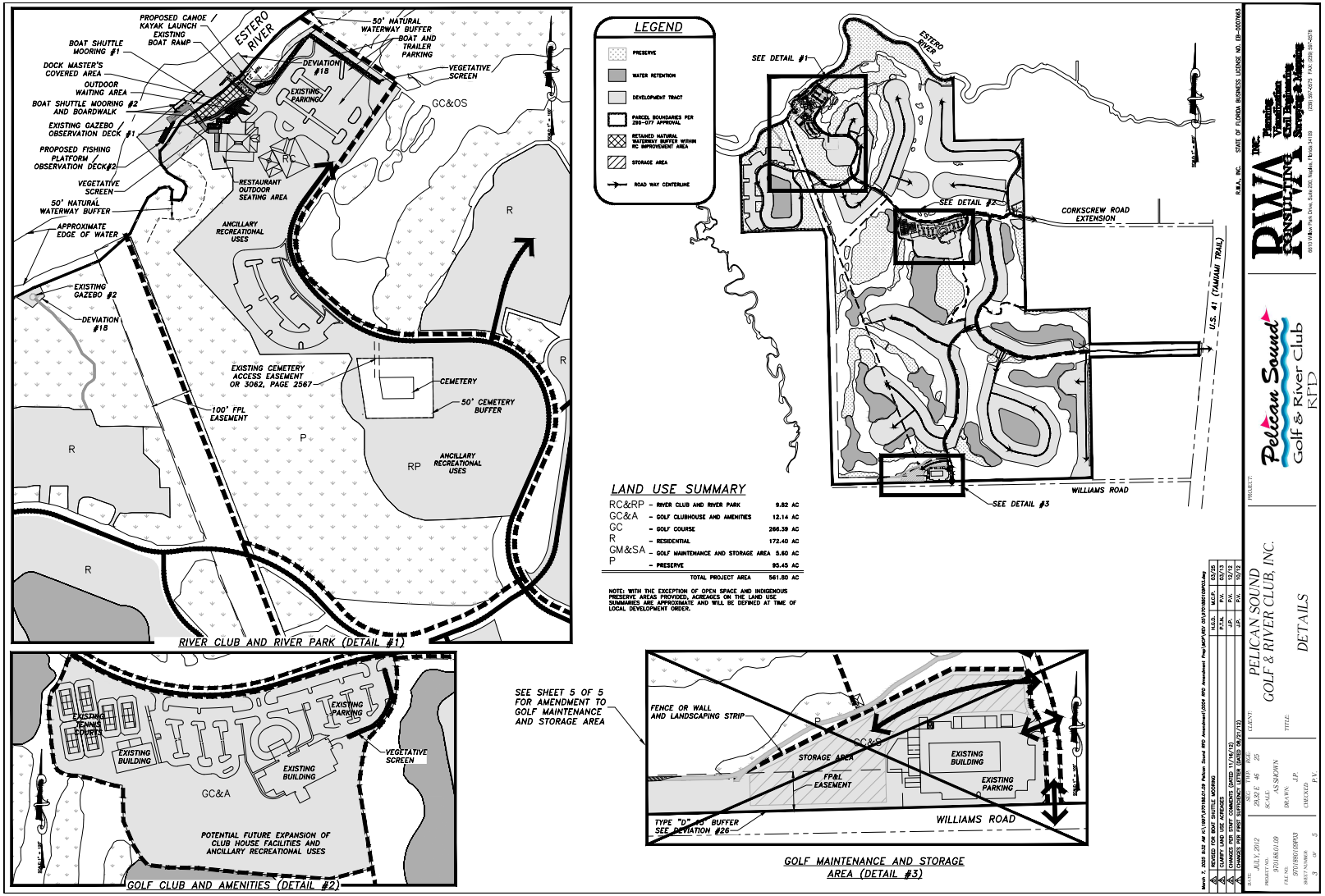
DATE: JUNE, 2012	CLIENT: PELICAN SOUND GOLF & RIVER CLUB		
SCALE: 1" = 1200'			
DRAWN BY: J.P.	TITLE: SKETCH		
CHECKED BY: M.A.W.			
SEC: 29,32,33 TWP: 46 RGE: 25	PROJECT NUMBER: 970188.01.09	SHEET NUMBER: 2 OF 2	FILE NUMBER: 970188010 9SK02


ESTERO RIVER
PROPOSED CANOE / KAYAK LAUNCH
EXISTING BOAT RAMP
BOAT SHUTTLE MOORING #1
DOCK MASTER'S COVERED AREA
OUTDOOR WAITING AREA
BOAT SHUTTLE MOORING #2 AND BOARDWALK
EXISTING GAZEBO / OBSERVATION DECK #1
PROPOSED FISHING PLATFORM / OBSERVATION DECK#2
VEGETATIVE SCREEN
50' NATURAL WATERWAY BUFFER
APPROXIMATE EDGE OF WATER
EXISTING GAZEBO #2
DEVIATION #18
50' NATURAL WATERWAY BUFFER
BOAT AND TRAILER PARKING
VEGETATIVE SCREEN
DEVIATION #18
EXISTING PARKING
GC&OS
RC
RESTAURANT OUTDOOR SEATING AREA
ANCILLARY RECREATIONAL USES
R
EXISTING CEMETERY ACCESS EASEMENT OR 3062, PAGE 2567
CEMETERY
50' CEMETERY BUFFER
100' FPL EASEMENT
P
RP
ANCILLARY RECREATIONAL USES
RIVER CLUB AND RIVER PARK (DETAIL #1)
LEGEND
PRESERVE
WATER RETENTION
DEVELOPMENT TRACT
PARCEL BOUNDARIES PER 2015-077 APPROVAL
RETAINED NATURAL WATERWAY BUFFER WITHIN RC IMPROVEMENT AREA
STORAGE AREA
ROAD WAY CENTERLINE
SEE DETAIL #1
SEE DETAIL #2
SEE DETAIL #3
CORKSCREW ROAD EXTENSION
U.S. 41 (TAMIAMI TRAIL)
WILLIAMS ROAD
LAND USE SUMMARY
RC&RP - RIVER CLUB AND RIVER PARK 9.82 AC
GC&A - GOLF CLUBHOUSE AND AMENITIES 12.14 AC
GC - GOLF COURSE 266.39 AC
R - RESIDENTIAL 172.40 AC
GM&SA - GOLF MAINTENANCE AND STORAGE AREA 5.60 AC
P - PRESERVE 95.45 AC
TOTAL PROJECT AREA 561.50 AC
NOTE: WITH THE EXCEPTION OF OPEN SPACE AND INDIGENOUS PRESERVE AREAS PROVIDED, ACREAGES ON THE LAND USE SUMMARIES ARE APPROXIMATE AND WILL BE DEFINED AT TIME OF LOCAL DEVELOPMENT ORDER.
EXISTING TENNIS COURTS
EXISTING PARKING
EXISTING BUILDING
EXISTING BUILDING
VEGETATIVE SCREEN
GC&A
POTENTIAL FUTURE EXPANSION OF CLUB HOUSE FACILITIES AND ANCILLARY RECREATIONAL USES
GOLF CLUB AND AMENITIES (DETAIL #2)
SEE SHEET 5 OF 5 FOR AMENDMENT TO GOLF MAINTENANCE AND STORAGE AREA
FENCE OR WALL AND LANDSCAPING STRIP
STORAGE AREA
FP&L EASEMENT
EXISTING BUILDING
EXISTING PARKING
TYPE "D" 15' BUFFER SEE DEVIATION #26
WILLIAMS ROAD
GOLF MAINTENANCE AND STORAGE AREA (DETAIL #3)
REVISED FOR BOAT SHUTTLE MOORING
COMMENTS AND SITE ACHANGES
CHANGES PER FIRST SUFFICIENCY LETTER DATED 06/27/12
CHANGES PER SECOND SUFFICIENCY LETTER DATED 11/14/12
PELICAN SOUND
GOLF & RIVER CLUB, INC.
DETAILS
Pelican Sound
Golf & River Club
RPD
RWA INC.
Planning
Transportation
Civil Engineering
Surveying & Mapping
STATE OF FLORIDA BUSINESS LICENSE NO. EB-0007683
JULY, 2012
970188/01.09
970188/01DP03
3 OF 5

Boat Shuttle Services Schedule

Shuttle services may be temporarily suspended due to weather, tide, or other unfavorable conditions. The hours of operation are from 9 a.m. to 5 p.m. Shuttle services will operate from the PSGRC dock on the Estero River to Lovers Key State Park landing, on the beach just past Big Carlos Pass, as per the following schedule:

Boat One Schedule:
January 1 to January 31 – Tuesday through Sunday
February 1 to April 30 – Tuesday through Sunday
May 1 to May 15 – Wednesday through Sunday
May 16 to October 31 – Saturdays and Sundays
November 1 to December 31 – Wednesday through Sunday
Subject to change based on the calendar year.

Departures from Pelican Sound: 10 a.m., 12 p.m., 2 p.m.
Returns to Pelican Sound: 11 a.m., 1 p.m., 3 p.m.

Boat Two Schedule:
February 1 to April 30 (Tuesday through Sunday), November 24 to November 30 (Wednesday through Sunday), December 22 to December 31 (Wednesday through Sunday)
Subject to change based on the calendar year.

Departures from Pelican Sound: 11 a.m.,1 p.m., 3 p.m. Returns to Pelican Sound: 12 p.m., 2 p.m., 4 p.m.

Pelican Sound Golf & River Club Boat Shuttle - Estero River Boating Safety Protocol

Purpose

To ensure safe and courteous navigation on narrow tidal waterways shared with kayaks, paddleboards, and other non-motorized craft.

---

1. Safe and Courteous Operation

- Operate at **safe speed** at all times. Narrow river width requires extra caution and maneuverability.
- Remain vigilant for paddlers, wildlife, and boat traffic, especially near bends and overhanging vegetation.

---

2. Horn Use at Sharp Turns

- **Sound one prolonged horn blast (4–6 seconds)** before entering any **blind or sharp turn**.
- Reduce speed to idle when approaching turns with obstructed views.
- Be prepared to stop or yield to avoid conflicts around blind corners.

---

3. Yielding to Non-Motorized Craft

- **Always yield to kayaks, paddleboards, and canoes**. These craft are slower and more vulnerable.
- When passing within this narrow channel, **slow to safe speed** and pass cautiously on the **widest side** of the river if possible.
- Communicate clearly with small craft users through signals, verbal communication, or gestures when needed.

---

4. Speed Management

- Maintain **idle or no-wake speed** in any designated areas, in compliance with what regulations are.

---

5. Visibility and Signaling

- Use your horn proactively when visibility is compromised or when approaching intersections or crossing paths.
- Ensure your boat's navigation lights are functional if operating near dusk, dawn, or in poor weather.
- Equip your vessel with a handheld spotlight if needed for increased visibility in low-light conditions.

---

6. Emergency and Awareness

- Carry a whistle, life jackets, and a waterproof communication device.
- In the event of a collision risk or emergency, slow immediately and communicate intentions clearly.
- Render assistance when safe and notify appropriate authorities if needed.

---

7. Compliance and Boater Responsibility

- All operators must be familiar with these protocols, any **local navigation regulations** and possess **USCG certification.**
- Respect all posted signs, speed limits, and marine markers.

By signing below, I acknowledge that I have read, understood, and agreed to follow the Pelican Sound Golf & River Club safety protocol. I also recognize that failure to comply with these guidelines may lead to disciplinary action, up to and including termination.

Captain Name:

Captain Signature:

Pelican Sound Golf & River Club

Boat Shuttle Service – Incident Complaint Protocol

If you experience an issue with the Boat Shuttle Service, please follow this simple two-step process:

Step 1: Report the Issue Immediately

Call or Email Either Contact Below:

- **Eric Long**

  GM/COO
  239-948-5232
  elong@psgrc.org

- **Ivo Nedelchev**

  Assistant GM
  239-948-5230
  inedelchev@psgrc.org

Please provide:

- Your name and contact info
- Date, time, and location of the incident
- A brief description of the issue
- Photos or other evidence (if available)

Step 2: We'll Take It from There

- Your report will be logged and investigated promptly
- If needed, you'll receive a follow-up with updates or resolution
- Serious concerns will be escalated to management immediately

Thank you for helping us keep the Boat Shuttle Service safe and reliable! This information will be available on the Pelican Sound public website.

Pelican Sound RPD

Zoning Staff Report

for

Village Council

PROJECT NAME:	**Pelican Sound**
CASE TYPE:	**Amendment to Residential Planned Development Zoning**
CASE NUMBER:	**DCI2025-E001**
PLANNING, ZONING AND DESIGN BOARD MEETING:	**May 13, 2025**
VILLAGE COUNCIL MEETING:	**July 2 and September 17, 2025**

SUMMARY OF REQUEST

The applicant has requested to amend zoning conditions in the Pelican Sound Residential Planned Development (RPD) approved by Lee County in 2013 to allow the permanent overnight mooring of two shuttle boats at the existing floating dock located in the River Club area of Pelican Sound on the Estero River. Zoning approved by Lee County allowed two temporary moorings for shuttle boats to take residents to Lover's Key.

PLANNING ZONING AND DESIGN BOARD AND STAFF RECOMMENDATION

After public input and lengthy discussion at the Planning Zoning and Design Board meeting on May 13th, the Board included several additional conditions in the recommendation of approval. Subsequent to the Planning Zoning and Design Board meeting, staff met with the applicant to discuss additional safety protocols needed. The applicant has submitted additional information, and staff has prepared additional restrictions agreed to by the applicant. Conditions are included in Ordinance 2025-07.

GENERAL INFORMATION

Applicant
Pelican Sound Golf & River Club, Inc.

Authorized Agent

Michael Pappas – RWA, Inc.

STRAP Number
32-46-25-E2-00002.10CE

Size of Property
Pelican Sound is 547-acres in size. The boat mooring area is within the River Club which includes the dock, boat ramp area, kayak launch and observation pier.

Location
The River Club docking facility is located at the north end of Pelican Sound, on the Estero River.

Surrounding Zoning/Land Use

North Estero River then residential properties zoned Agriculture (AG), Mobile Home (MH), and Residential Single-Family (RSF)/Village Neighborhood 1 and Village Neighborhood 2

East Koreshan State Park - Agriculture (AG), Meadows of Estero – Mixed Use Planned Development (MPD)/Conservation and Village Neighborhood 1

South Williams Road then residential, commercial, and institutional uses – Agriculture (AG) and Residential Single-Family (RSF) / Village Neighborhood 1 and Public Facilities

West West Bay Club – Residential Planned Development (RPD) / Village Neighborhood 1

Zoning
Residential Planned Development (RPD) by Lee County Resolution Z-95-007 in 1995. The zoning has been amended numerous times, including the amendment in 2013 which included the temporary mooring.

Comprehensive Plan Land Use Category
Village Neighborhood 1

Project History

Lee County approved Resolution Z-95-077 in 1995 for the rezoning of 547 acres from Agriculture (AG-2) to Residential Planned Development (RPD). The RPD allows a maximum of 1,480 residential dwelling units, a golf course and clubhouse, River Club, recreational uses, and golf maintenance and Storage Area. Currently, 1,299 residential units are built in Pelican Sound, with no current plans for future residential development.

Pelican Sound zoning has been amended numerous times. Recent amendments include Resolution Z-13-003 approved by Lee County in 2013 (Attachment B), and Ordinance 2022-15 was approved by the Village of Estero in 2015. The 2015 amendment was the addition of pickleball.

Project Description

Applicant is requesting to amend conditions of Lee County Resolution Z-13-003 to allow two permanent moorings for shuttle boats in place of the previously approved temporary moorings. The mooring location for the shuttles is at the existing concrete floating dock on the Estero River at the River Club.

The mooring dock was constructed in 2012. Shuttle boats used for ferrying residents have been moored on a temporary basis at the River Club dock. When not in operation, the shuttle boats moved to Fish Tale Marina to be moored there. In 2022, Hurricane Ian damaged many marine facilities and leasing docks including Fish Tale Marina. Losing their mooring facility, Pelican Sound Golf & River Club Inc. sought Temporary Use Permits from The Village of Estero for the overnight shuttle moorings at the River Club dock. The permits issued for overnight moorings were for 6 months, from June through December. Temporary Use Permits were issued in 2023 and 2024. Not finding a viable option for permanent moorings for the 2025 season, Pelican Sound Golf and River Club chose to seek an amendment to Resolution Z-13-003, requesting that the temporary moorings be changed to permanent moorings.

The scheduled ferry operation utilizes two pontoon style boats to ferry residents to and from Lover's Key throughout the year. The proposed day and evening mooring location for the shuttles is at the existing concrete floating dock on the Estero River. (See Attachment C.1, Pelican Sound River Club Boat Shuttle Mooring Location) The ferry schedule is adjusted for the higher resident demand during the months of February, March and April, and during Thanksgiving and Christmas.

The shuttle boats have outboard motors and have a shallow draft. Boat maintenance is performed off site at a service marina.

While researching the original Lee County reports associated with the Pelican Sound Golf and River Club's boat moorings, no specific reason was found for the temporary restriction placed on the boat moorings. All adopted documents reviewed simply listed the "Use" for the boat ramps and dockage as "Temporary".

The two closest neighbors across the river were contacted by the applicant advising them of the proposed change in "Use" from temporary moorings to permanent moorings, and letters of "No Objection" are on file. The applicant must notify residents within 750 feet of the zoning amendment two weeks prior to the public hearing. Several residents attended and spoke at the Planning

Zoning and Design Board meeting on May 13th. Staff met with the applicant subsequent to the meeting to address concerns brought up at the PZDB meeting.

Permit History

In 2010, the Department of Army issued a permit application No. SAJ-1995-04396 (LP-MJD) for the proposed work at the Pelican Sound Golf and River Club boat dock. The proposed work represented in the application included the removal of an existing dock, extending the boat ramp and construction of a separate dock at the boat ramp for Pelican Sound residents and constructing a separate canoe/kayak launch area. The specified separate dock was intended to accommodate the "tourist ferry". At the ferry's docking location, the area was dredged to a -4.0 mean low water. At that time the Department of Army permit review noted that no submerged aquatic resources in the ferry dock/dredge area were found.

Additionally, South Florida Water Management District (SFWMD) issued Standard General Permit No 36-03219-P-02, in 2010. Subsequently this permit was modified to allow the construction on the 0.04-acre site for the dock, kayak launch and boat ramp that exist today. The project description in the issued permit included the boat slips, kayak launch, observation pier, dredging and the boat ramp. In the "Special Conditions" of the permit, Condition No. 15 states that boat moorings at the docking facilities shall be temporary and shall be limited to only two vessels no more than 24 feet in length and shall be limited to vessels with drafts that provide clearance of at least 1 foot (12") above the submerged bottom at all times while mooring at the docking facility. No mooring will be allowed at the proposed observation deck.

Questions were raised at the Planning Zoning and Design Board meeting about the specific approval of the South Florida Water Management District, and whether their approval limited the length of the pontoon boats to 24 feet. A recent email clarification from the South Florida Water Management District indicated that the 24-foot maximum length was for the personal boats for Pelican Sound residents. See attached.

Photo of Boat Ramps and Dockage

SUMMARY

Change of boat moorings from *temporary* to *permanent* will require a modification to the South Florida Water Management District's Permit No. 36*03219-P-02 as well as the Army Corps permit.

Staff and Planning Zoning and Design Board recommend that the change in proposed dockage to ***permanent moorings*** be contingent on the applicant receiving approvals from the appropriate environmental agencies.

Master Concept Plan

The amendment also includes a minor change to the Master Concept Plan to remove the label "temporary".

Fire

Estero Fire District had no comment on the change from temporary to permanent mooring.

COMPREHENSIVE PLAN ANALYSIS

The project is in the Village Neighborhood 1 Future Land Use Category which allows residential communities with ancillary recreational facilities.

CONCLUSION

Section 2-501.C.2 of the Land Development Code provides review standards for rezonings. If the Council wishes to approve this request, suggested findings are listed below. The project:

1. Is consistent with and furthers the goals, objective, and policies of the Comprehensive Plan and all other Village adopted plans.

   Staff Comment: The boat mooring revision is consistent with the Comprehensive Plan.

2. Is not in conflict with any portion of the Land Development Code.

   Staff Comment: The application is not in conflict with the Land Development Code.

3. Addresses a demonstrated community need.

   Staff Comment: The applicant has stated that the Pelican Sound community is in need of permanent mooring of the shuttle boats due to the limited leasing options available at marinas.

4. Would result in a logical and orderly development pattern.

   Staff Comment: The development pattern is already established.

5. Would not adversely affect the property values in the area.

   Staff Comment: The use will not affect the property values.

6. 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.

   Staff Comment: The development is adequately served by public facilities.

7. 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 area, and the natural functioning of the environment.

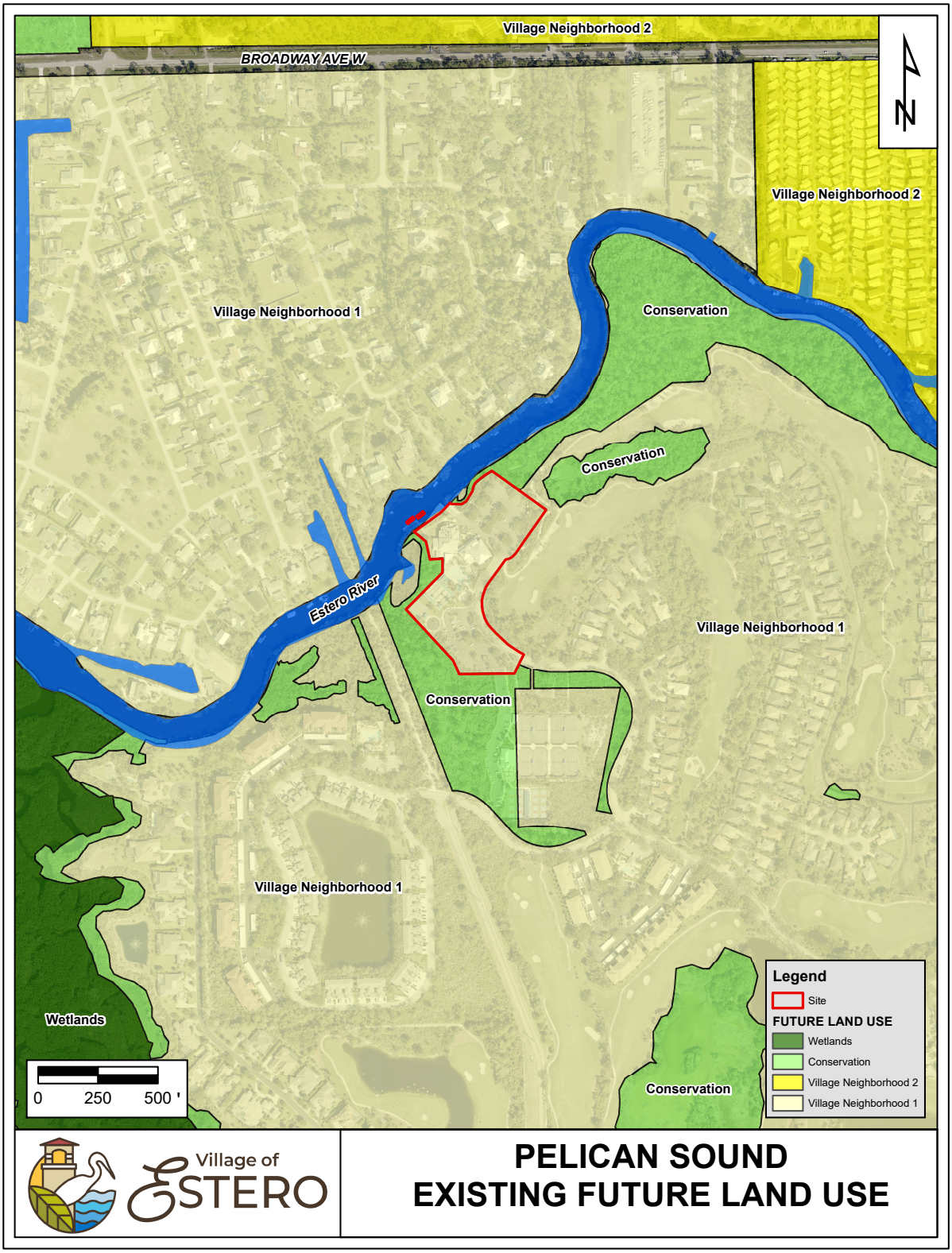
Staff Comment: The use as conditioned will not result in adverse impacts on the natural environment.

8. Is compatible with existing or planned uses in the surrounding area.

   Staff Comment: The specified conditions will ensure the use will not result in adverse impacts.

ATTACHMENTS:

A. Maps – Zoning & Future Land Use
B. Resolution Z-13-003
C. Applicant Information
   1) Boat Shuttle Mooring Location
   2) Revised Master Concept Plan
   3) Letters of No Objection
   4) Dock & Shoreline Completion Permit
   5) Email from South Florida Water Management District dated May 15, 2025 and received by the Village May 22, 2025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Conservation
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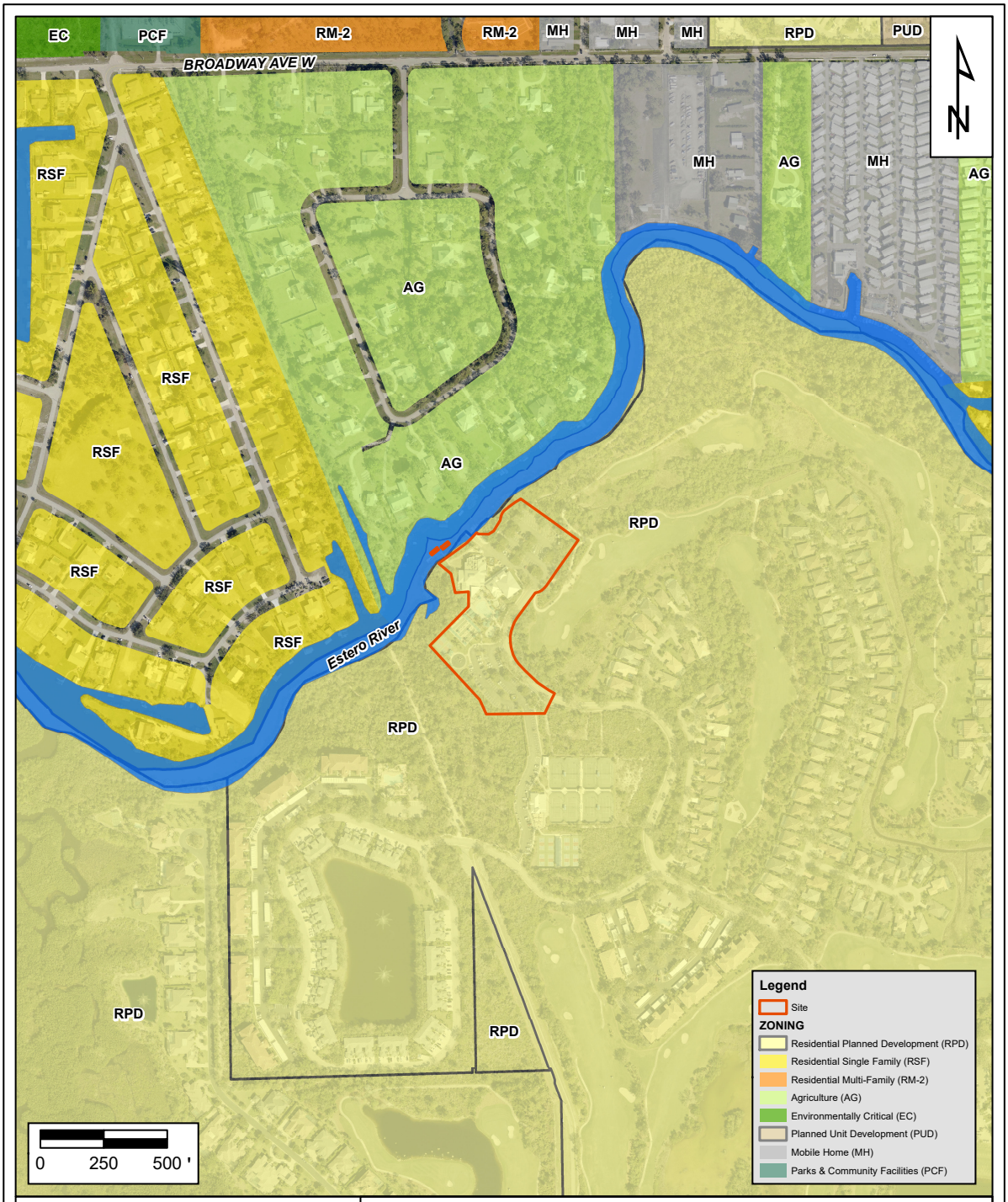
Village Neighborhood 1
Village of ESTERO
PELICAN SOUND
EXISTING FUTURE LAND USE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Residential Single Family (RSF)
Residential Multi-Family (RM-2)
Agriculture (AG)
Environmentally Critical (EC)
Planned Unit Development (PUD)
Mobile Home (MH)
Parks & Community Facilities (PCF)
Village of
ESTERO
PELICAN SOUND
EXISTING ZONING

RESOLUTION NUMBER Z-13-003

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

WHEREAS, an application was filed by the property owner, Pelican Sound Golf and River Club, Inc., to amend the Pelican Sound Residential Planned Development (RPD) zoning approved by Resolution Z-95-077, in reference to Pelican Sound RPD; and,

WHEREAS, a public hearing before the Lee County Zoning Hearing Examiner was advertised, but not heard on January 30, 2013. The request was re-advertised and a public hearing was held before the Lee County Hearing Examiner on February 13, 2013; and

WHEREAS, the Hearing Examiner gave full consideration to the evidence in the record for Case No. DCI2012-00027 and recommended APPROVAL of the Request; and

WHEREAS, a second public hearing was advertised and held on April 15, 2013 before the Lee County Board of Commissioners; and,

WHEREAS, the Lee County Board of Commissioners 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 amend the Pelican Sound RPD zoning approved by Resolution Z-95-077, as amended, to allow the following: 1) rezone 2 parcels from Agriculture (AG-2) to RPD and add to the RPD; 2) Amend the Master Concept Plan (MCP) to expand recreational amenities; 3) expand existing storage area; 4) reconfigure open space, modify indigenous preserve areas; and 5) amend Pelican Sound MCP to include previous Final Plan and Administrative Amendment approvals.

The property is located in the Suburban and Outlying Suburban Future Land Use Categories 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 substantially consistent with the 4-page MCP entitled "Pelican Sound Golf & River Club RPD," prepared by RWA Consulting Inc. and

Eco Planz Inc., last revised 03/13 and date-stamped "Received Apr 09 2013 Community Development," and attached hereto as Exhibit "C."

If changes to the MCP are subsequently pursued, appropriate approvals will be necessary. With the exception of open space and indigenous preserve areas provided, acreages on the land use summaries are approximate and will be defined at the time of local development order. Since the project is essentially built-out and the MCP and following conditions provide a description of the approved uses, the locations, the design and specific applications for future development. Final Plan Approval is not required for the remainder of the project. Any redevelopment must be consistent with this resolution and the LDC.

2. The RPD is limited to maximum of 1,480 residential dwelling units.

3. The following Administrative Amendments, Zoning Action and Final Plan Approvals will be superseded by this resolution:

   Z-95-077, PD96-032, Z-96-062, PD97-046, PD97-060, PD98-005, PD98-018, PD98-033, PD98-054 and 054(a), PD98-059, FPA98-067, FPA98-068, FPA98-080, FPA99-006, FPA99-028, ADD1999-00033, FPA99-039, FPA99-048, ADD1999-064, ADD2000-00010, ADD2000-00065, ADD2000-00070, ADD2000-00121, ADD2000-00209, ADD2008-00126 and ADD2011-00041 and 41(a).

4. The following limits apply to the project and uses:

   a. <u>Uses</u>

      Accessory uses, buildings & structures,
      - Including, but not limited to, gazeboes and boardwalks as shown on the approved MCP

      Boat ramps and dockage (not a marina) limited to:
      - one (1) power boat ramp
      - two (2) temporary moorings and
      - one(1) canoe / kayak launch

      Cemetery, existing only
      Club, Country; limited to golf club
      Club, Private on-site; limited to the River Club facilities
      Consumption on premises, for both the River Club and Golf Club
      Dwelling unit:
      - multi-family building;
      - single-family residence;
      - duplex, two-family attached, zero lot line units, townhouses

      Entrance gates and gatehouse
      Essential services
      Excavations, water retention
      Fences
      Fishing pier; limited to observation decks and boardwalks as shown on the approved MCP

Food and beverage service, limited
Golf course and Golf driving range
Golf maintenance facilities
Model homes, model units and model display center
Recreation facilities, Private on-site:

- Swimming Pool & Spas (Above and Below Ground)
- Tennis/Sport Courts
- Docks, Decks and Boardwalks
- Dog Park
- Fitness Center
- Exercise Stations
- Interpretive Kiosks
- Parks
- Tot Lot
- Trails, Pathways
- Restrooms
- Pavilions
- Pro-shop
- Other Similar Recreational Facilities

Residential accessory uses
Restaurant - Groups II and III - limited to two (2)
Signs - in compliance with Chapter 30
Storage – open, as shown on the approved MCP
Temporary uses - associated with the River Club expansion, construction trailers and recreational facilities

b. Property Development Regulations

I. RESIDENTIAL

A. Minimum Lot Area and Dimensions

Conventional Single-Family

Area	7,000 square feet per dwelling unit
Width	50 feet
Depth	90 feet

Duplex, Two-Family Attached, Townhouse

Area	4,000 square feet per dwelling unit
Width	37.5 feet
Depth	100 feet

Multiple-family

Area	2,000 square feet per dwelling unit (minimum lot size 10,000 square feet)
Width	75 feet
Depth	100 feet

Zero Lot Line Units

Area	5,000 square feet
Width	40 feet
Depth	100 feet

B. Minimum Setbacks:

Conventional Single-Family

Street	20 feet (15 ft. for side entry garages)
Side	5 feet (7.5 feet where lots contain a 7.5 foot drainage easement)
Rear	10 feet
Non-roofed Pool Enclosures	5 feet
Waterbody	20 feet
Seawall	5 feet (structure & zero-foot deck)

Duplex, Two-Family, Townhouse

Street	20 feet
Side*	5 feet
Non-roofed Pool enclosures	5 feet
Rear	10 feet
Waterbody	20 feet
Seawall	5 feet (structure & zero-foot deck)

*No setback required from common side lot line for two-family or townhouse.

Multi-Family

Street	20 feet (0 feet for carports in Hammock Greens only)
Side	15 feet
Rear	10 feet
Waterbody	20 feet
Minimum Bldg Separation	15 feet
Seawall	5 feet (structure & zero-foot deck)

Zero Lot Line Units

Street	20 feet (15 ft. for side-entry garages)
Side	5 feet (on one side, zero-feet on the opposite side)
Rear	10 feet
Non-roofed Pool Enclosures	5 feet
Waterbody	20 feet
Seawall	5 feet (structure & zero foot deck)

C. Maximum Height

Single-Family	35 feet
Duplex, Two-Family and Townhouse	35 feet
Multiple-family	65 feet
Zero Lot Line units	35 feet

II. ANCILLARY COMMERCIAL

A. Minimum Lot Area and Dimensions:

River Club/Golf Club

Area	10,000 square feet
Width	100 feet
Depth	100 feet

B. Minimum Setbacks

River Club/Golf Club

Street	25 feet
Side	15 feet
Rear	20 feet
Non-roofed Pool Enclosures	5 feet
Waterbody	25 feet
Seawall	5 feet

C. Maximum Height

Clubhouse	45 feet
River Club Restaurant	35 feet

5. All buildings must be set back a minimum of 25 feet from the external development perimeter. Buildings over 35 feet and up to 45 feet in height and adjacent to the external development perimeter must comply with §34-2174. All buildings adjacent to the external perimeters that are greater than 45 feet in height must provide one-foot of

additional setback for every one-foot of elevation. No building may exceed the maximum heights set forth above.

6. All buildings within the first 50 feet of the Estero River shoreline may not exceed one-story.

7. A bikeway/pedestrian walkway must be provided along the main street(s) which connect the Golf Clubhouse to the River Park.

8. Prior to the issuance of any local development order, the Developer must apply for and obtain a Certificate to Dig.

9. Hurricane Conditions

The Developer must establish an Emergency Hurricane Preparedness Plan in conjunction with the Lee County Division of Emergency Management. Continuing information on hurricane evacuation and shelters must be provided to the residents through a homeowners' association. Compliance with the flood plain management regulations contained in LDC Chapter 6, Articles III and IV, will be required at the time of local development order review. These requirements include the following:

a. The Developer must notify all purchasers of real property within the development, through the restrictive covenants, of the potential for storm surge flooding, in feet above, the Base Flood Elevation, according to the National Weather Services' storm surge model "SLOSH," and the National Flood Insurance Program.

b. The Property Owner's Association must host an educational seminar and will be responsible for obtaining the site for the seminar and for providing the invitations to the homeowners. The time will be coordinated with the Lee County Emergency Management staff, which will provide the education and information at the seminar and will advise the owners of the risks of natural hazards and the action they should take to mitigate the inherent dangers.

c. The Developer must develop a Hurricane Evacuation Plan for the RPD. The Plan must address and include: a) operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; b) the educational program set forth; c) hurricane evacuation; d) the method of advising residents and visitors of hurricane shelter alternatives including hotels and public hurricane shelter locations; e) identification of the person(s) responsible for implementing the Plan; and f) how the private security force will be integrated with the local Sheriff's personnel and the Division of Public Safety. The Plan will be developed in coordination with the Lee County Emergency Management officials.

d. The Developer, and any successor landowner, will pay any All Hazards Tax properly levied by Lee County to provide for shelter space, upgrades to shelters, and to address other natural disasters.

e. The Developer must comply with any duly adopted ordinance which addresses hurricane preparedness or with any duly adopted Hurricane Shelter Impact Fee Ordinance, in effect at the time of building permits or local development order, whichever is the operative time under the Ordinance.

10. Environmental Conditions

Species

a. Prior to local development order approval for any areas that would impact gopher tortoises; a gopher tortoise management plan must be submitted for review and approval to Lee County Environmental Sciences (ES) Staff. This plan must include information on onsite and or offsite relocation efforts as reviewed and approved by the Florida Fish and Wildlife Conservation Commission (FWC). Any proposed improvements within the FP&L easement must be designed to avoid impacts to gopher tortoises.

b. Prior to issuance of a vegetation removal permit for any areas that would impact gopher tortoises, a copy of the appropriate gopher tortoise permit issued by the FWC must be submitted to the Lee County Division ES Staff prior to excavation and moving of any gopher tortoises.

c. Prior to any local development order approval for any portion of the development which contains Florida Coontie (*zamia*), a detailed management plan indicating the preserve/relocation areas must be submitted to Lee County ES Staff for review and approval.

Open Space

d. The development must provide a minimum of 366.76 acres of open space.

Indigenous Open Space

e. The development must provide a minimum of 102.18 acres of indigenous open space with credits consistent with the approved MCP.

f. Prior to local development order approval to impact the indigenous communities behind residences, an indigenous management plan for the 102.18 acres of indigenous preserve with credits must be submitted for review and approval to Lee County ES Staff. This plan must include a restoration plan consistent with ADD2000-00209 and the South Florida Water Management District (SFWMD) Environmental Resource Permit #36-03219-P (Application #960819-7) wetland mitigation plan for the areas within the 23.3 actual acres of restored/ created indigenous preserves areas to establish the restoration standards should they not continue to function as indigenous communities in the future.

11. Golf Clubhouse and Amenity Area (see detail #2 sheet 3 of the MCP set)

    a. The development footprint for the Golf Clubhouse and Amenity area may not exceed 12.14± acres and the combined structures may not exceed 50,000 sf.

    b. The Developer is required to install a vegetative hedge of double-staggered rows with shrubs (minimum 3-gallon container size, 24-inch height) and be maintained so as to form a 36-inch high continuous visual screen within one year after time of planting. The hedge for the clubhouse must be located along the eastern boundary of that development area. Existing native vegetation may be used in whole or in part to meet this requirement.

    c. The following setbacks are permitted: A 6.95-foot side yard setback for the existing cart barn; a 10-foot front setback for the existing tennis court; a 22-foot front setback for the existing tennis club house; and a side setback of 12.09 feet for the existing clubhouse.

12. River Club (See detail #1 on Sheet 3 of the approved MCP.)

    a. Uses within the 50-foot-wide waterway buffer will be limited to two temporary moorings, one boat ramp, one canoe/kayak launch, one fishing platform/observation deck, one gazebo, two observation decks, a boardwalk, an outdoor waiting area and stormwater management structures as limited below. These uses are subject to the dock shoreline permit requirements of LDC Chapter 26. The natural waterway buffer, located between the temporary mooring #1 and #2, must remain.

    b. Water management structures may not include berms within the 50-foot-wide natural vegetation area abutting the Estero River. Other water management structures are approved, provided impacts are limited to the minimum necessary to satisfy permitting requirements of the SFWMD and avoid adverse impacts to existing native vegetation.

    c. The powerboat ramp facility must be designed to include a swale, exfiltration trench, or other engineering device to prevent bilge water and associated untreated parking lot run-off from flowing down the boat ramp and into the Estero River. This design must be approved as part of the building permit review for the boat ramp facility.

    d. Uses and structures within the 50-foot-wide natural waterway buffer will be limited to their existing locations, dimensions, and configurations as depicted on the approved MCP Set. The proposed gazebo / observation deck #1 will be limited to 600 square feet. The proposed canoe / kayak launch may not exceed 12 feet in width, and must include a floating launch platform not to exceed 300 square feet.

    e. Outdoor entertainment, i.e., live music, is prohibited at the River Club restaurant.

f. The serving of alcoholic beverages in conjunction with the outdoor seating at the restaurant is limited to the hours of 7:00 a.m. to 10:00 p.m. Sunday - Thursday and 7:00 a.m. to 12:00 midnight Friday and Saturday.

g. All lighting along the Estero River must comply §34-625 and be arranged and directed away from adjacent properties and the Estero River.

h. The mooring dock will be for the temporary mooring of a watercraft 35 feet or less in length. No overnight mooring of watercraft is permitted. Signs must be placed on the mooring dock and the observation/fishing pier indicating no overnight mooring of watercraft is permitted.

i. Mitigation plantings required for expansion of the boardwalk within the natural waterway buffer must include the following: 5-foot-wide supplemental planting area: 9 Wax Myrtle, 9 Saw Palmetto, 9 Myrsine and 3 Scrub Oak. All shrubs must be a minimum of 4 feet tall at the time of planting. Plant material must be mulched and temporarily irrigated until they become established.

j. Prior to the issuance of a Certificate of Compliance for the River Club and restaurant, and the fitness center expansion, the vegetative screen for the River Club and restaurant areas must be planted on the north side of the building and must consist of a hedge that will be planted in double-staggered rows with minimum 48-inch tall native shrubs and be maintained so as to form a 72-inch high continuous visual screen within one year after time of planting. Existing native vegetation may be used in whole, or in part, to meet this requirement.

k. Prior to the issuance of a Certificate of Compliance for the River Club and restaurant, and the fitness center expansion, the parking area associated with those uses must be landscaped with a hedge consisting of double-staggered rows with shrubs (minimum 3-gallon container size, 24-inch height) and be maintained so as to form a 36-inch high continuous visual screen within one year after time of planting, in order to screen headlights from the Estero River. Existing native vegetation may be used in whole or in part to meet this requirement.

l. The total development area may not exceed 5.77± acres for a combined total for vertical structures not to exceed 35,000 square feet. The expansion of amenities at the River Club includes the addition of a canoe/kayak launch, a fishing platform/observation deck, expansion of the fitness center, expansion of the restaurant kitchen and an expansion and reconfiguration of the restaurant seating area on the south and southwest side of the existing restaurant. Recreation facilities, including but not limited to, a Bocce Ball court, shade structure, and children's pool must be located south of the existing pool.

m. The power boat launch within the River Club area is approved for a single boat ramp with a maximum of two temporary mooring slips.

13. River Park Area (See detail #1 Sheet 3 of the approved MCP.)

    a. Uses within the River Park area will be limited to ancillary recreational uses such as sport courts, pavilion, tot lot, open space/greens, trails, pathways, restrooms, pro-shop, sidewalks and parking. The development footprint may not exceed 3.62± acres. The combined structures may not exceed 6,500 square feet.
    b. The exact design, location, and configuration of the River Club and River Park area uses and structures will be defined at development order approval.

14. Five Acre Koreshan Parcel

    a. If, in the course of development, any objects, sites, artifacts or human remains are uncovered, all ground disturbing activities must stop and Lee County must be contacted.

    Koreshan Cemetery and Buffer (See detail #1 on Sheet 3 of the approved MCP.)

    b. Within 6 months, the Applicant must install a temporary fence around the perimeter of the 50-foot-wide cemetery buffer area. A sign must reference Florida Statutes dealing with offenses concerning dead bodies and graves.

    c. Within 12 months of the effective date of this zoning amendment the Applicant must apply for a Development Order and a vegetation removal permit. The purpose of the vegetation removal permit is to selectively clear the cemetery and its buffer area of vegetation that has overgrown the site. This will allow identification of cultural resources and features that might now be hidden by vegetation. The clearing must be done by hand so as not to damage any wood or stone grave markers or other funerary materials that might be found, including but not limited to, fencing, grave cradles, and the collapsed wall. The vegetation removal activities must be done in consultation with the project archaeologist to assure the resources are protected and the Florida Division of Historic Resources as appropriate.

    d. Within 12 months of the effective date of this zoning amendment, the Applicant must conduct an archaeological survey, record and map (utilizing GPS and photos) the cemetery elements, including the preparation of a cultural resource assessment survey that addresses the historic context of the cemetery and property, and the significance of the cemetery and property.

    e. Within 12 months of the effective date of this zoning amendment the Applicant must prepare the Survey document and associated Florida Master Site File forms.

    f. Within 12 months of the effective date of this zoning amendment effective the Applicant must prepare a comprehensive preservation plan including: landscape plan (specifying types of ground cover); ground maintenance activities and the schedule for those activities; public and/or other uses of the property, signage and fences. The entity responsible for the implementation of the comprehensive preservation plan must be identified.

g. Within 16 months of the effective date of this Zoning Amendment the Applicant must submit the survey report document, the Florida Master Site File Forms (items #d and #e above) and the comprehensive preservation plan (item #f above) for review by Lee County Planning Staff, the Lee County Historic Preservation Board and the Florida Division of Historic Resources.

h. Within 16 months of the effective date of this Zoning Amendment the Applicant must prepare the designation report for designating the property under LDC Chapter.

i. Designation under LDC Chapter 22 is a two meeting process. At the first meeting, the designation report is filed with the Lee County Historic Preservation Board so that the Board may vote to direct the designation to public hearing. At the second meeting, the Historic Preservation Board holds a public hearing on the designation. The project archaeologist must attend to make presentations or answer questions.

j. Within 18 months of the effective date of this Zoning Amendment (and after the property is designated under LDC Chapter 22, the Applicant must submit an application for a Special Certificate of Appropriateness for fencing and signage for review and approval by the Lee County Historic Preservation Board.

k. Within 18 months of the effective date of this Zoning Amendment the Applicant must apply for Fence and Signage Permits.

l. Within 18 months of the effective date of this Zoning Amendment the Pelican Sound Golf & River Club must proceed with the preservation and maintenance program, the installation of permanent fencing and signage, and a resident education program. The Pelican Sound Golf & River Club must provide an opportunity for County Staff and the archaeologist to meet the residents and answer questions

m. The construction of any vertical structures, such as the sport courts, pavilion, etc., is prohibited within 25 feet of the 50-foot-wide buffer area around the cemetery.

n. Parking for the cemetery will be provided at the adjacent overflow parking in the River Club area.

15. <u>Primary Golf Maintenance and Storage Area notes (See detail #3 on Sheet 3 of the approved MCP.)</u>

a. Storage of residential accessory uses may be allowed for recreational vehicles, trailers, boats, and other personal property owned by residents of the development.

b. Prior to the local development order for the expansion of the Storage Area and per Deviation 26, the storage area must provide the following buffer along Williams Road. A minimum 15-foot-wide buffer with the following vegetation per 100 linear foot segment:

1) Three native trees with a 12-foot, 3.5-inch caliper at 1-foot above grade and a 6-foot spread;

2) Ten Sabal palms with a minimum 12-foot clear trunk, planted with staggered heights in clusters of 3 to 6 palms, installed 4 to 8 feet on center;

3) Continuous double staggered native shrub hedge, minimum 3-gallon container size with a 24-inch height, installed 3-foot on center and maintained at a minimum 4-foot height;

4) Retain the existing, single row buttonwood hedge (4-foot on center) and maintain at a minimum 10-foot in height (if the buttonwood need to be replaced, then native shrubs with be installed 4-foot on center with a minimum 7-gallon container size with a 48-inch height maintained at a minimum 10-foot height).

c. Artificial lighting used to illuminate the premises must be directed away from properties and streets, shining only on the subject property and causing no glare on adjacent properties.

d. The storage area does not need to be paved. A stabilized grass or other ground cover surface may be kept in a dust free manner.

e. The storage area/golf course maintenance facility must be shielded behind a continuous fence or wall at least eight feet in height along the south side and six feet in height along the north side. Visibility through the fence must not exceed 25 percent when viewed at right angles.

16. Secondary Golf Maintenance and Storage Area

The perimeter of the secondary golf course maintenance facility, located just south of the Corkscrew Road entrance gate, must be landscaped with Type "F" buffer plantings. Existing native vegetation may be utilized to meet this requirement.

17. Vehicular/Pedestrian Impacts

Approval of this zoning request does not address mitigation of the project's vehicular or pedestrian traffic impacts. Additional conditions consistent with the LDC may be required to obtain a local development order.

18. Lee Plan Consistency

Approval of this zoning request does not guarantee local development order approval. Future Development Order approvals must satisfy the requirements of the Lee Plan Planning Communities Map and Acreage Allocation Table, Map 16 and Table 1 (b), be reviewed for, and found consistent with, the retail commercial standards for site area, including range of gross floor area, location, tenant mix and general function, as well as all other Lee Plan provisions.

19. Concurrency

Approval of this rezoning does not constitute a finding that the proposed project meets the concurrency requirements set forth in LDC Chapter 2 and the Lee Plan. The developer is required to demonstrate compliance with all concurrency requirements prior to issuance of a local development order.

20. Compliance with the LDC

This development must comply with all of the requirements of the LDC at the time of local development order approval, except as may be granted by deviations approved as part of this planned development.

21. Solid Waste Management

As part of any local development order approval for vertical development, the Development Order plans must include facilities in compliance with LDC §10-261 and Lee County Solid Waste Ordinance Number 11-27 for the pick-up/disposal of solid waste and recyclables. The minimum area required for, and specific locations of, these facilities will be reviewed at the time of local development order application.

SECTION C. DEVIATIONS:

1. **Deviation (1)** seeks relief from the §10-296, Table 3, requirement for a roadway width of 35 feet for a two-way closed drainage, rear lot drainage or inverted crown, to allow roadway width to coincide with the back of curb. This deviation is APPROVED, SUBJECT TO the condition that all internal roads must be constructed with a closed drainage system and that all internal roads will be privately maintained.

2. **Deviation (2)** seeks relief from the §10-421(a)(5)(f) requirement that no portion of a buffer area containing the trees or shrubs may be located in an easement, to allow planted buffers in the FP&L easement pursuant to the FP&L right-of-way consent agreement. This deviation is APPROVED, SUBJECT TO the condition that, if any required buffer or landscape strip vegetation planted within an easement is removed, then the property owner must replace those plantings with like size and species at no cost to Lee County.

3. **Deviation (3)** seeks relief from the §30-152 requirement that identification signs be set back a minimum of 15 feet from any right-of-way easement, to allow a 0-foot setback. This deviation is APPROVED, SUBJECT TO the condition that the identification signs meet sight distance criteria, as required in §10-296(J), and vehicle visibility requirements in §34-3131(b).

4. **Deviation (4)** seeks relief from the §10-296(p)(1)(a) requirement of a minimum cul-de-sac diameter to allow a 60-foot diameter (to edge of pavement). This deviation is APPROVED, SUBJECT TO the condition that the cul-de-sac design was approved by the local Fire District at the time of local development order approval.

5. **Deviation (5)** seeks relief from the §34-1176(b)(1)(a) requirement of a minimum setback from a non-roofed structure to a seawalled artificial body of water to allow a 0-foot setback. This deviation is APPROVED, SUBJECT TO the condition that the Developer provides the required lake maintenance easement.

6. **Deviation (6** seeks relief from the §34-2474(b)(6) requirement that recreation centers and ancillary facilities be located at least 40 feet from residential dwellings, to allow a minimum distance of 20 feet. This deviation is APPROVED.

7. **Deviation (7)** seeks relief from the §§10-296(p)(3) and 10-714 requirement which established the transition radius for cul-de-sacs to allow a reduced transition radius of 50 feet. This deviation is APPROVED, SUBJECT TO the condition that the cul-de-sac design had to be approved by the local Fire District at the time of local development order approval.

8. **Deviation (8)** seeks relief from the §10-296(h)(4) requirement that provides minimum specifications for street wearing surfaces, to allow paver brick surfaces. This deviation is APPROVED, SUBJECT TO the condition that the Developer demonstrate that the decorative pavers have the structural equivalency of the required standard pavement and the approval was limited to privately maintained streets.

9. **Deviation (9)** seeks relief from the §34-2013(a) requirement that all parking lots be designed to permit vehicles exiting the parking lot to enter the street right-of-way or easement in a forward motion, to allow individual parking spaces that require backing out onto right-of-way easements. Deviation 14 does not apply to traffic entering project roadways functioning as collector streets. This deviation is APPROVED, SUBJECT TO final design and location approval in the local development order.

10. **Deviation (10)** seeks relief from the §34-935(b)(2) requirement that internal roads with drives be no closer than 25 feet to the development perimeter to allow a 15-foot minimum separation. This deviation is APPROVED.

11. **Deviation (16)** seeks relief from the §34-935(b)(1) requirement that all buildings be set back from the development perimeter a minimum distance of 25 feet, to allow a 15-foot setback in specific development parcels. This deviation is APPROVED, SUBJECT TO the condition that it not apply to setbacks from the external development perimeter.

12. **Deviation (12)** seeks relief from the §10-416(d)(9) requirement of a 50-foot-wide buffer along natural waterways, to allow existing and proposed uses listed herein and depicted on the MCP including: a canoe and kayak launch, boat ramp, fishing platforms, gazebos, observation decks, board walks and seating areas, FP&L easement including any amenities located within the easement, and stormwater management structures to be located within that buffer. This deviation is APPROVED, SUBJECT TO the following conditions:

    a) Compliance with Conditions 12(a) – 12(m) for the River Club.

    b) The existing gazebo #2, as depicted on the approved MCP and located within the 50-foot-wide natural waterway buffer, has been located to avoid adverse impacts to surrounding vegetation. Any redevelopment of this gazebo would have to avoid adverse impacts to surrounding vegetation.

    c) Amenities constructed within the 50-foot-wide natural waterway buffer, that is located in the FP&L easement, must be located to avoid impacts to the surrounding native vegetation.

13. **Deviation (13)** seeks relief from the §10-329(d)(3) requirement that the maximum retention depth for excavation be 12 feet, to allow a maximum excavation depth of 20 feet without penetration through impervious soil or rock layer which presently prohibits intermingling of various watery strata. This deviation is APPROVED, SUBJECT TO the following conditions:

    a) The lake depth may not exceed 20 feet or the confining layer (aquiclude), whichever occurs first, and is subject to implementation of the "River Ridge Management Program for Lakes Excavated to a Depth Greater than 12 Feet" (see Exhibit "D").

    b) The material excavated for the proposed lakes is for use on-site; no off-site use is authorized by approval of this amendment.

14. **Deviation (14)** seeks relief from the §10-415(b)(1)(a) requirement of large developments with existing indigenous native vegetation communities to provide 50 percent of their open space percentage requirement through the onsite preservation of existing native vegetation communities, to allow 11.7 acres (i.e. 23.3 actual acres at 50 percent credit) of the indigenous preservation requirements to be met through the 6.9 acres restored onsite wetlands (i.e. 13.7 actual acres at 50% credit), 3.2 acres of restored/created onsite wetlands (i.e. 6.2 actual acres at 50 percent credit) and 1.7 acres of created onsite wetlands (i.e. 3.4 actual acres at 50 percent credit). This deviation is APPROVED, SUBJECT TO Conditions 10(e) and 10(f).

15. **Deviation (15)** seeks relief from the §10-415(b)(1)(c) requirement a 20-foot building setback from preserves and a 30-foot setback from indigenous plant communities for fire protection, to allow previously approved side and rear yard setbacks defined in Condition 2(b) the development regulations table. Staff recommended approval of this Deviation, as the 20- and 30-foot setbacks were not a requirement when this RPD was designed and approved in 1995, subject to Conditions 10(e) and 10(f). This deviation is APPROVED, SUBJECT TO Conditions 10(e) and 10(f).

16. **Deviation (16)** seeks relief from the §10-415(c)(3) requirement that with projects over ten acres in size, indigenous open space areas must have a minimum average width of 40 feet and minimum area of 1,500 square feet, to allow the dimensions of the existing indigenous preserve areas as previously approved by Lee County through the Development Order process. This deviation is APPROVED, SUBJECT TO Conditions 10(e) and 10(f).

17. **Deviation (17)** seeks relief from the §10-416(d)(3) requirement of a Type F buffer between proposed residential uses and existing adjacent preservation lands, to allow no buffer between the existing, developed residential tracts and the adjacent Koreshan State Park. This deviation is APPROVED.

18. **Deviation (18)** seeks relief from the §33-351 requirement of a Type D buffer, to allow the enhancement of the existing 15-foot-wide buffer along Williams Road fronting the Primary Golf Maintenance and Storage Area. Applicant has agreed to enhance the plantings in that buffer, as requested by the Estero Community Planning Panel, but cannot increase the width. This deviation is APPROVED, SUBJECT TO Condition 15(b).

SECTION D. EXHIBITS:

The following exhibits are attached to this resolution and incorporated by reference:

Exhibit A:	Legal description of the property
Exhibit B:	Zoning Map (with the subject parcel indicated)
Exhibit C:	The Master Concept Plan
Exhibit D:	River Ridge Management Program for Lakes Excavated to a Depth Greater than 12 Feet

SECTION E. FINDINGS AND CONCLUSIONS:

1. The applicant has proven entitlement to the rezoning by demonstrating compliance with the Lee Plan, the LDC, and any other applicable code or regulation.

2. The rezoning, as approved:

   a. meets or exceeds all performance and locational standards set forth for the potential uses allowed by the request;

   b. is consistent with the densities, intensities and general uses set forth in the Lee Plan;

   c. is compatible with existing or planned uses in the surrounding area;

   d. will not place an undue burden upon existing transportation or planned infrastructure facilities and will be served by streets with the capacity to carry traffic generated by the development; and

   e. will not adversely affect environmentally critical areas or natural resources.

3. The rezoning satisfies the following criteria:

   a. the proposed use or mix of uses is appropriate at the subject location;

   b. the recommended conditions to the concept plan and other applicable regulations provide sufficient safeguard to the public interest; and

   c. the recommended conditions are reasonably related to the impacts on the public interest created by or expected from the proposed development.

4. Urban services, as defined in the Lee Plan, are, or will be, available and adequate to serve the proposed land use.

5. The approved deviations, as conditioned, enhance achievement of the planned development objectives, and preserve and promote the general intent of LDC Chapter 34, to protect the public health, safety and welfare.

Commissioner John Manning made a motion to adopt the foregoing resolution, seconded by Commissioner Frank Mann. The vote was as follows:

John Manning	Aye
Cecil L Pendergrass	Aye
Larry Kiker	Aye
Tammara Hall	Absent
Frank Mann	Aye

DULY PASSED AND ADOPTED this 15th day of April, 2013.

ATTEST:
LINDA DOGGETT, CLERK

BY: Marcia Wilson
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:
Cecil L Pendergrass, Chair

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

Approved as to form by:

John J. Fredyma
Assistant County Attorney
County Attorney's Office

RECEIVED
APR 30-2013
MINUTES OFFICE

Case No. DCI2012-00027

Z-13-003
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PELICAN SOUND GOLF AND RIVER CLUB LEGAL DESCRIPTION:

IN SECTIONS 29, 32 AND 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA:
BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 32;
THENCE RUN N00°55'53"W ALONG THE WEST LINE OF SAID NORTHEAST QUARTER (NE1/4) FOR 1,226.64 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A FLORIDA POWER AND LIGHT TRANSMISSION LINE (100 FEET WIDE);
THENCE RUN. N20°51'33"W ALONG SAID SOUTHWESTERLY LINE FOR 125.36 FEET TO A POINT ON THE SOUTH LINE OF LOT A56 OF "FLORIDA GULF LAND COMPANY'S SUBDIVISION," AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY;
THENCE RUN S88°27'02"W ALONG THE SOUTH LINES OF LOTS A56, A55, A54 AND A53, SAID SUBDIVISION, FOR 1257.39 FEET TO THE SOUTHWEST CORNER OF SAID LOT A53, OF SAID SUBDIVISION;
THENCE RUN N00°43'04"W ALONG THE WEST LINE OF SAID LOT A53 FOR 1,180
FEET MORE OR LESS TO THE WATERS OF THE ESTERO RIVER;
THENCE RUN NORTHEASTERLY, NORTHERLY, NORTHEASTERLY, EASTERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID WATERS FOR 5,396 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 29;
THENCE RUN S00°11'00"E ALONG SAID WEST LINE FOR 990 FEET MORE OR LESS TO THE NORTH LINE OF SAID SECTION 32;
THENCE RUN N89°49'47"E ALONG SAID NORTH LINE OF SAID SECTION 32 FOR 671.22 FEET TO THE NORTHEAST COMER OF SAID SECTION 32;
THENCE RUN N89°15'27"E ALONG THE NORTH LINE OF SAID SECTION 33 FOR 395.00 FEET;
THENCE RUN S00°30'33"E FOR 2,647.83 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER (SW1/4) OF SAID SECTION 33;
THENCE RUN N88°52'56"E ALONG SAID NORTH LINE FOR 987.18 FEET;
THENCE RUN S00°31'21"E FOR 578.29 FEET;
THENCE RUN N88°50'29"E FOR 1,739.60 FEET TO THE WEST RIGHT-OF-WAY LINE OF TAMIAMI TRAIL [US 41/SR 45 (200 FEET WIDE)];
THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE S05°19'58"W FOR 201.29 FEET;
THENCE RUN S88°50'29"W FOR 1,719.07 FEET;
THENCE RUN S00°31'21"E FOR 1,840.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WILLIAMS ROAD (60 FEET WIDE);
THENCE RUN S89°00'54"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 1,382.17 FEET TO THE WEST LINE OF SAID SECTION 33;
THENCE RUN S89°00'18"W ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 2,644.88 FEET
TO THE WEST LINE OF THE SOUTHEAST QUARTER (SE ¼) OF SAID SECTION 32;
THENCE RUN N0°56'02"W ALONG SAID WEST LINE FOR 2,614.20 FEET TO THE
POINT OF BEGINNING.
CONTAINING 561.8 ACRES OF LAND, MORE OR LESS.

THIS LEGAL DESCRIPTION IS INCLUSIVE OF THE FORMERLY LESSED OUT CEMETERY PARCEL, AND THE FORMERLY EXCLUDED TRIANGLE PARCEL.

7.31.12
APPROVED
LEGAL

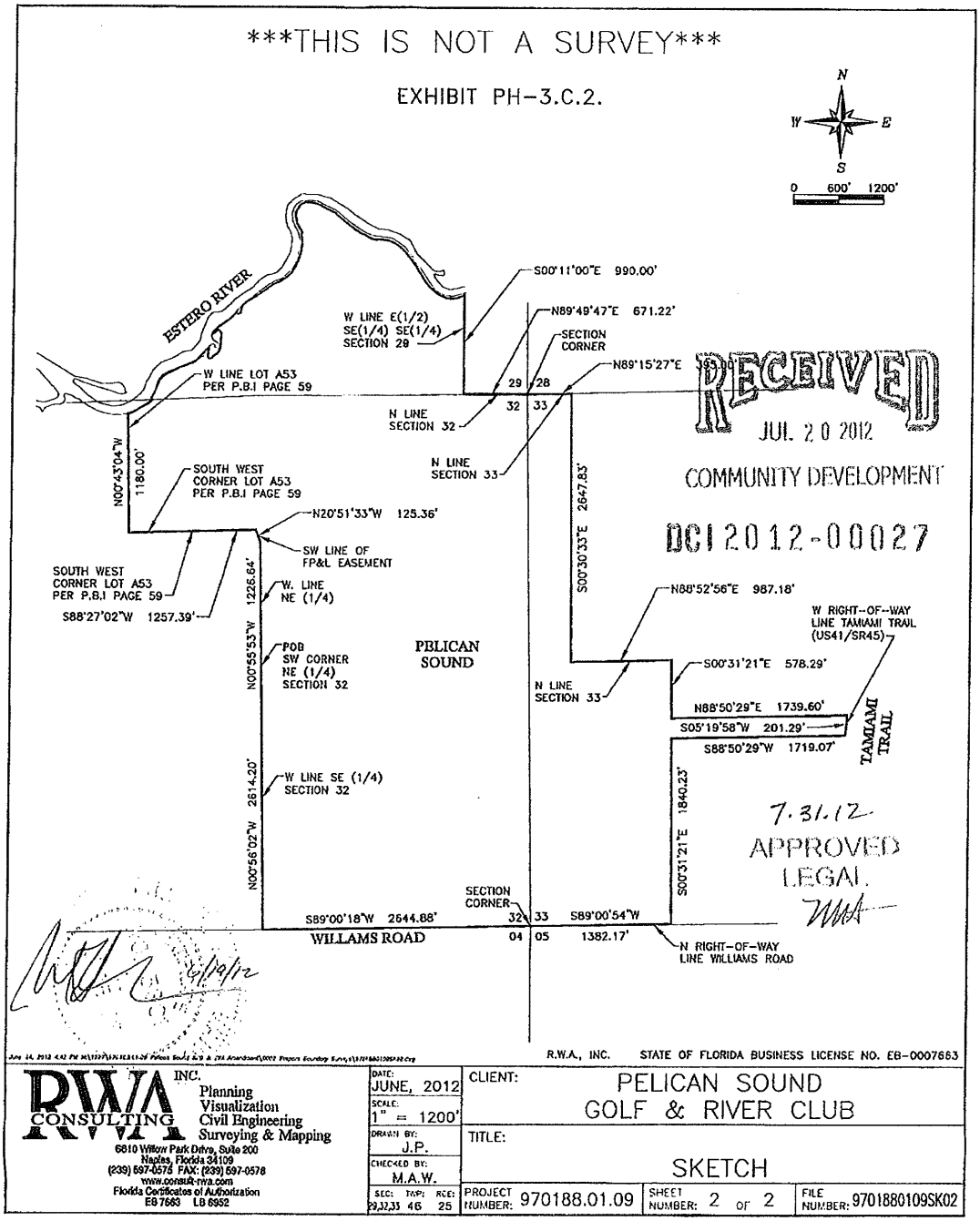
RECEIVED
JUL 20 2012
COMMUNITY DEVELOPMENT
DCI2012-00027

6/15/12
MICHAEL A. WARD, PROFESSIONAL LAND SURVEYOR LS#5301 DATE
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

R.W.A., INC. STATE OF FLORIDA BUSINESS LICENSE NO. EB-0007663

RWA CONSULTING INC. Planning Visualization Civil Engineering Surveying & Mapping 6810 Willow Park Drive, Suite 200 Naples, Florida 34109 (239) 597-0575 FAX: (239) 597-0578 www.consult-rwa.com Florida Certificates of Authorization EB 7663 LB 6952	DATE: JUNE, 2012 SCALE: 1" = 1200' DRAWN BY: J.P. CHECKED BY: M.A.W. SEC: 29,32,33 TWP: 46 RGE: 25E	CLIENT: PELICAN SOUND GOLF & RIVER CLUB TITLE: LEGAL DESCRIPTION PROJECT NUMBER: 970188.01.09 SHEET NUMBER: 1 OF 2 FILE NUMBER: 9701880109SK01	

EXHIBIT "A"
(Page 1 of 3)



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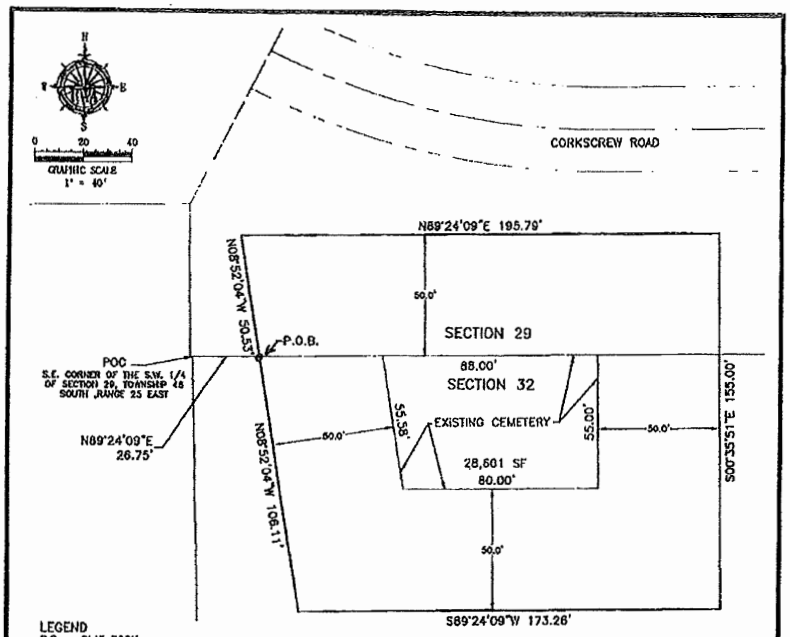
(Page 2 of 3)



LEGEND
P.B. = PLAT BOOK
PG. = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
D.E. = DRAINAGE EASEMENT
TCE = TEMPORARY CONSTRUCTION EASEMENT

LEGAL DESCRIPTION – PROPOSED BUFFER EASEMENT

A PARCEL OF LAND LYING IN SECTIONS 29 & 32, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE N89°24'09"E ALONG THE SOUTH LINE OF SAID SECTION 29 A DISTANCE OF 26.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.

THENCE, LEAVING SAID SOUTH LINE OF SECTION 29, N08°52'04"W A DISTANCE OF 50.53 FEET TO A POINT; THENCE N89°24'09"E A DISTANCE OF 195.79 FEET TO A POINT; THENCE S00°35'51"E A DISTANCE OF 155.00 FEET TO A POINT; THENCE S89°24'09"W A DISTANCE OF 173.26 FEET TO A POINT; THENCE N08°52'04"W A DISTANCE OF 106.11 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN.

CONTAINING 0.66 ACRES (28601 SQUARE FEET) MORE OR LESS, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

1-14-13
APPROVED
LEGAL

MICHAEL A. WARD PROFESSIONAL LAND SURVEYOR LS# 5301 — DATE SIGNED 12/20/12

NOT VALID WITHOUT THE ORIGINAL SIGNATURE & RAISED EMBOSSED SEAL OF A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER. THIS IS NOT A SURVEY.

PELICAN SOUND CEMETARY PARCEL
SKETCH AND LEGAL DESCRIPTION
PROPOSED BUFFER EASEMENT
PREPARED FOR: PELICAN SOUND GOLF AND RIVER CLUB

RWA CONSULTING INC. — Planning, Visualization, Civil Engineering, Surveying & Mapping

JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
970188.01.09	0	29&32	46S	25E	1" = 40'	11/28/12	GWR	CemetaryBE	1 OF 1

EXHIBIT "A"
(Page 3 of 3)

DCI2012-00027

Zoning Map

1/11/2013

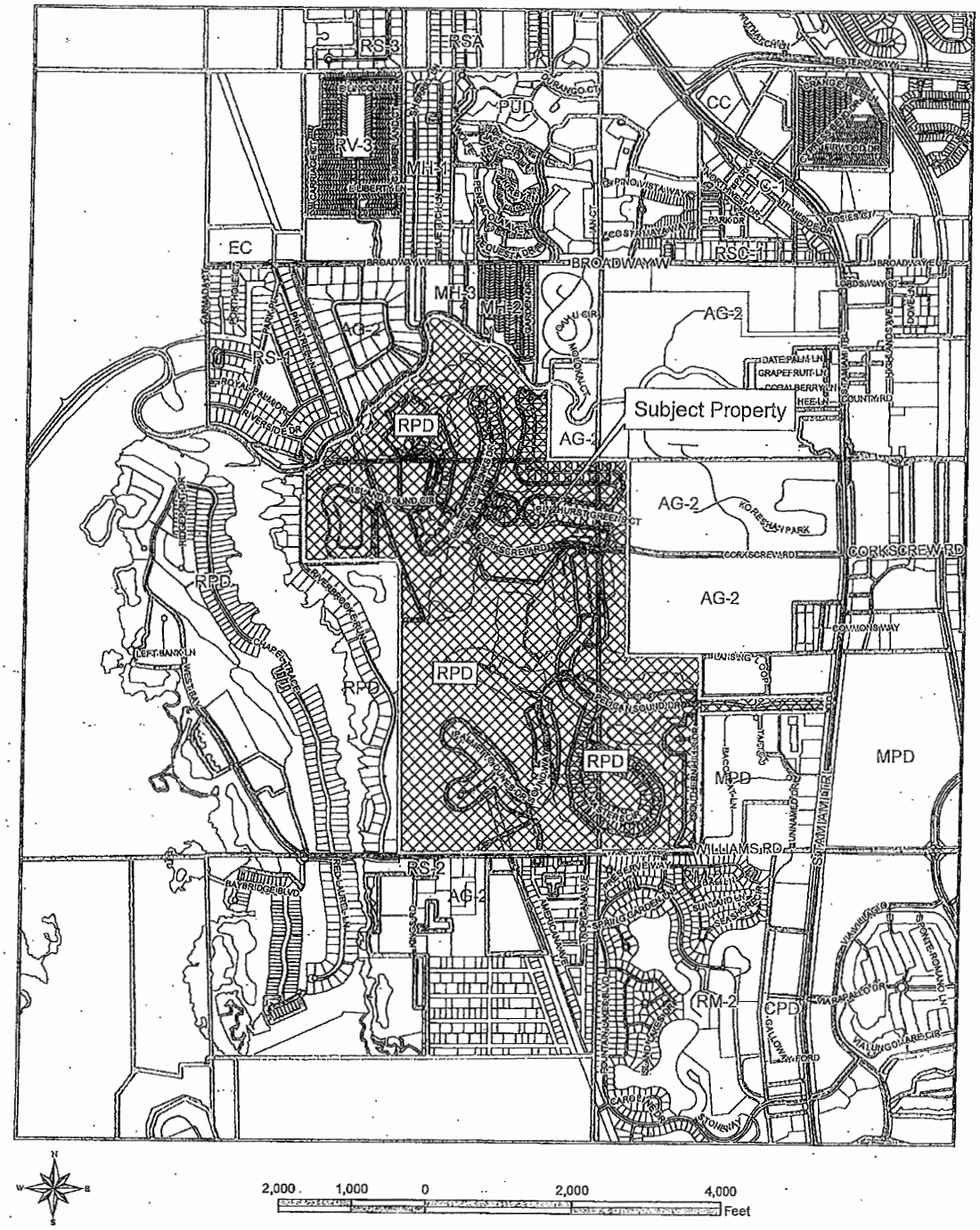


EXHIBIT "B"

EXHIBIT "C"
(Page 1 of 4)

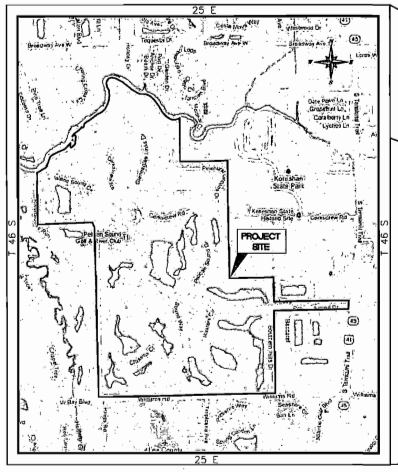
RECEIVED
APR 09 2013
COMMUNITY DEVELOPMENT

DCI 2012-00027

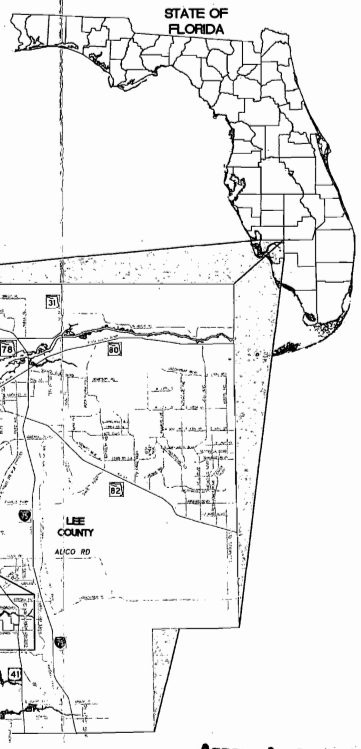
Pelican Sound
Golf & River Club
RPD

PART OF SECTION 29,32 E TOWNSHIP 46 S, RANGE 25 E,
LEE COUNTY, FLORIDA

PREPARED FOR:
PELICAN SOUND GOLF AND RIVER CLUB, INC.
4561 PELICAN SOUND BLVD. ESTERO, FLORIDA 33928
(239) 948-5230



LOCATION MAP



CONTENTS
SHEET 1 COVER SHEET
SHEET 2 MASTER CONCEPT PLAN
SHEET 3 DETAILS
SHEET 4 INDIGENOUS PRESERVE PLAN

REV #	REVISION	DRAWN	CHECKED	DATE
3	CLARIFY LAND USE ACREAGES	P.T.N.	P.V.	03/13
2	CHANGES PER STAFF COMMENTS (DATED 11/16/12)	J.P.	P.V.	12/12
1	CHANGES PER FIRST SUFFICIENCY LETTER (DATED 08/21/12)	J.P.	P.V.	10/12

R.W.A., INC. STATE OF FLORIDA BUSINESS LICENSE NO. EB-0007653

RWA INC.
CONSULTING
• Planning • Visualization
• Civil Engineering • Surveying & Mapping
6610 Willow Park Drive, Suite 200
Naples, Florida 34109
(239) 597-0575 FAX: (239) 597-0578

Eco Planz Inc.

Approved as Exhibit C
MCP Page 1 of 4
Resolution # Z-13-003

March 28, 2013 8:50 AM K:\1997\97018\01-09 Pelican Sound GRD Amendment\2004 RPD Amendment Prep\MCP\LEV 07\2701\8501\RPD1.dwg

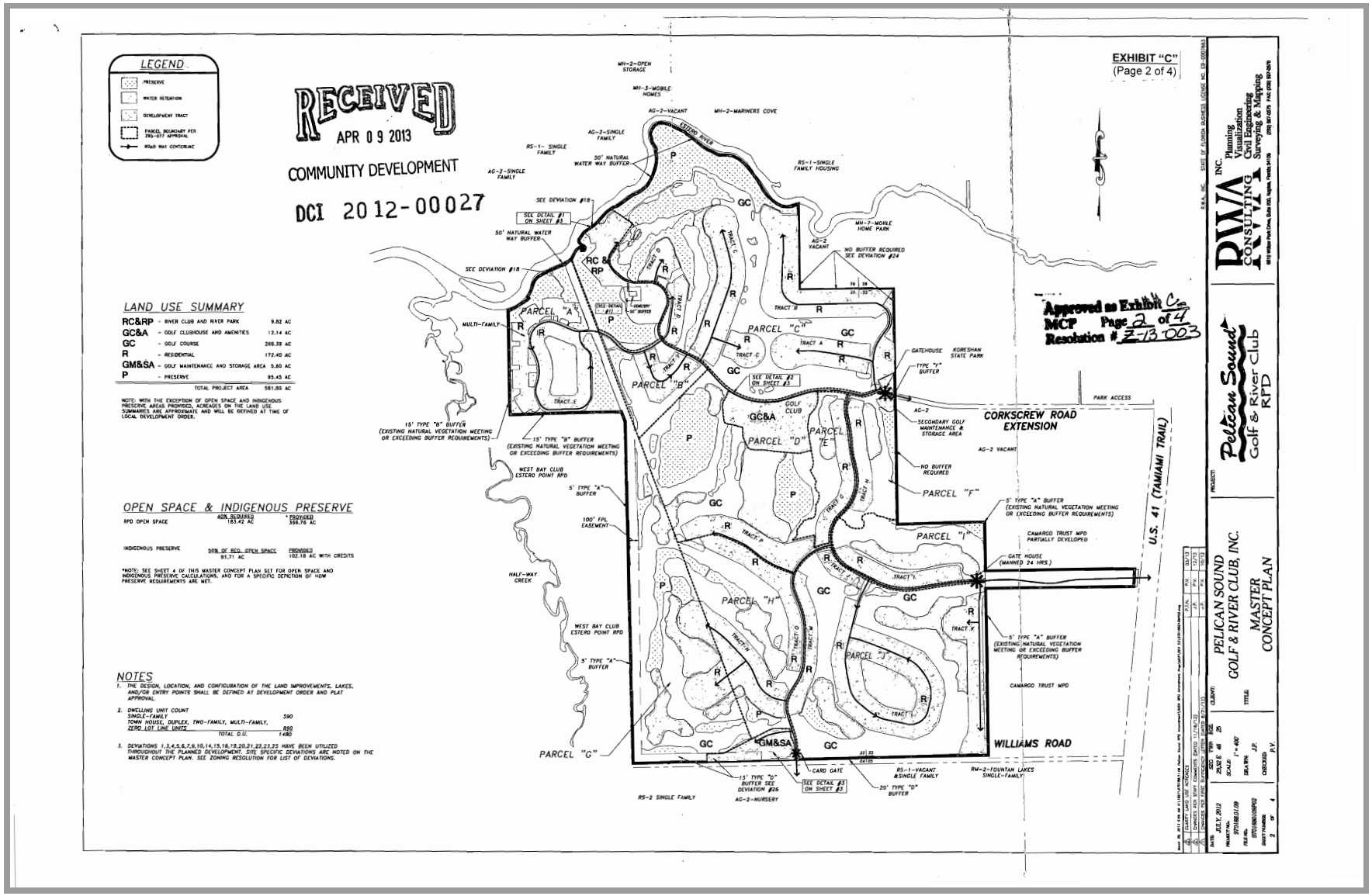


EXHIBIT "C"
(Page 2 of 4)
RECEIVED
APR 09 2013
COMMUNITY DEVELOPMENT
DCI 2012-00027
LEGEND
PRESERVE
WATER RETENTION
DEVELOPMENT TRACT
PARCEL BOUNDARY PER ZRG-077 APPROVAL
ROAD WAY CENTERLINE
LAND USE SUMMARY
RC&RP - RIVER CLUB AND RIVER PARK 9.82 AC
GC&A - GOLF CLUBHOUSE AND AMENITIES 12.14 AC
GC - GOLF COURSE 266.39 AC
R - RESIDENTIAL 172.40 AC
GM&SA - GOLF MAINTENANCE AND STORAGE AREA 5.60 AC
P - PRESERVE 95.45 AC
TOTAL PROJECT AREA 561.80 AC
NOTE: WITH THE EXCEPTION OF OPEN SPACE AND INDIGENOUS PRESERVE AREAS PROVIDED, ACREAGES ON THE LAND USE SUMMARIES ARE APPROXIMATE AND WILL BE DEFINED AT TIME OF LOCAL DEVELOPMENT ORDER.
OPEN SPACE & INDIGENOUS PRESERVE
RPD OPEN SPACE
40% REQUIRED 183.42 AC
* PROVIDED 388.78 AC
INDIGENOUS PRESERVE
50% OF REQ. OPEN SPACE 91.71 AC
PROVIDED 102.18 AC WITH CREDITS
*NOTE: SEE SHEET 4 OF THIS MASTER CONCEPT PLAN SET FOR OPEN SPACE AND INDIGENOUS PRESERVE CALCULATIONS, AND FOR A SPECIFIC DEPICTION OF HOW PRESERVE REQUIREMENTS ARE MET.
NOTES
1. THE DESIGN, LOCATION, AND CONFIGURATION OF THE LAND IMPROVEMENTS, LAKES, AND/OR ENTRY POINTS SHALL BE DEFINED AT DEVELOPMENT ORDER AND PLAT APPROVAL.
2. DWELLING UNIT COUNT
SINGLE-FAMILY 590
TOWN HOUSE, DUPLEX, TWO-FAMILY, MULTI-FAMILY, ZERO LOT LINE UNITS 890
TOTAL D.U. 1480
3. DEVIATIONS 1,3,4,5,6,7,9,10,14,15,16,19,20,21,22,23,25 HAVE BEEN UTILIZED THROUGHOUT THE PLANNED DEVELOPMENT. SITE SPECIFIC DEVIATIONS ARE NOTED ON THE MASTER CONCEPT PLAN. SEE ZONING RESOLUTION FOR LIST OF DEVIATIONS.
PARCEL "A"
PARCEL "B"
PARCEL "C"
PARCEL "D"
PARCEL "E"
PARCEL "F"
PARCEL "G"
PARCEL "H"
PARCEL "I"
PARCEL "J"
RC & RP
GC&A
GM&SA
GC
P
R
CORKSCREW ROAD EXTENSION
U.S. 41 (TAMIAMI TRAIL)
WILLIAMS ROAD
ESTERO RIVER
HALF-WAY CREEK
WEST BAY CLUB ESTERO POINT RPD
GOLF CLUB
GATEHOUSE
KORESHAN STATE PARK
PARK ACCESS
CARD GATE
Approved as Exhibit C
MCP Page 2 of 4
Resolution # Z-13-003
DWA INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping
CONSULTING
Pelican Sound
Golf & River Club
RPD
PELICAN SOUND
GOLF & RIVER CLUB, INC.
MASTER
CONCEPT PLAN

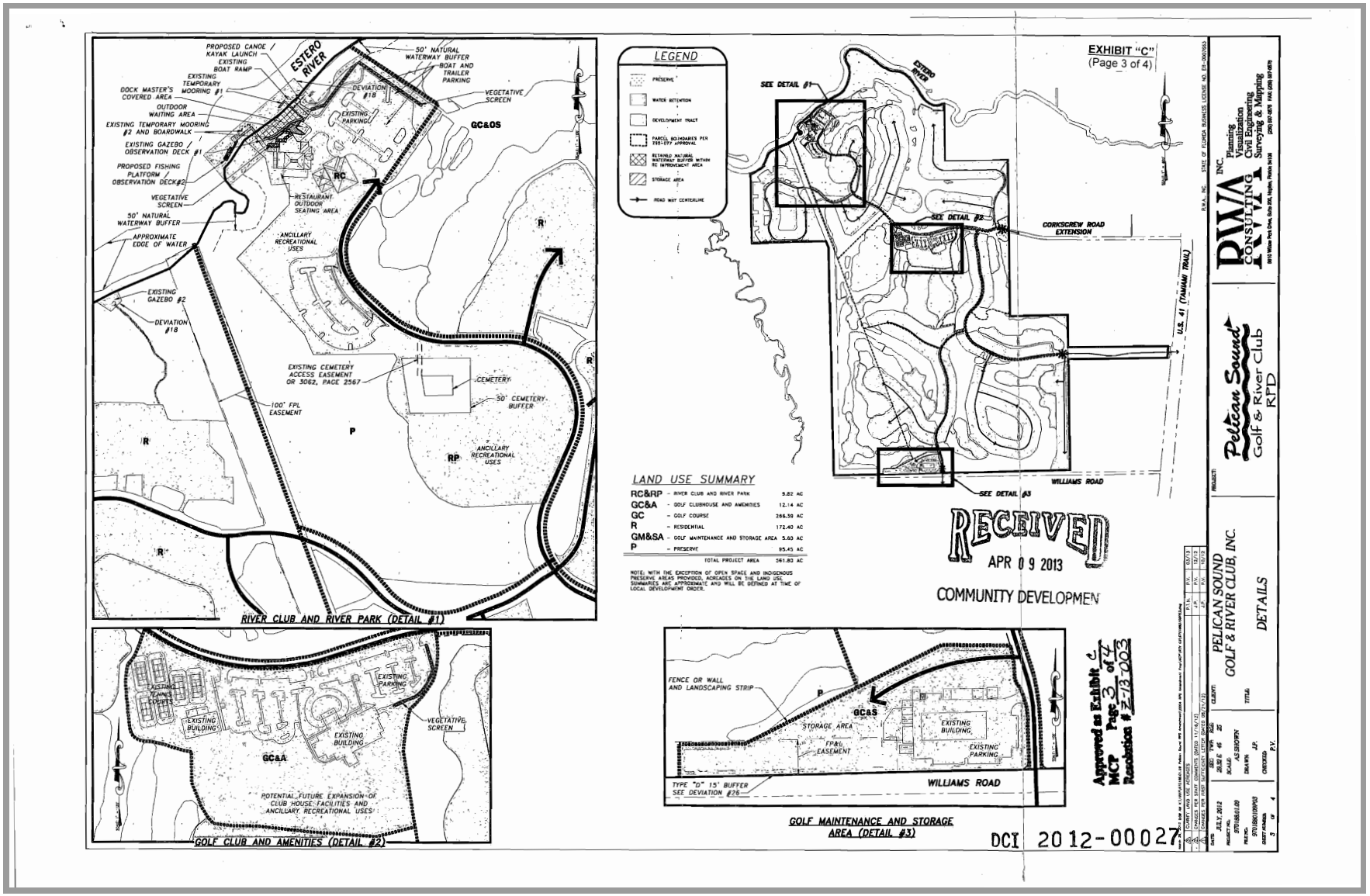


EXHIBIT "C"
(Page 3 of 4)
ESTERO RIVER
PROPOSED CANOE / KAYAK LAUNCH
EXISTING BOAT RAMP
EXISTING TEMPORARY MOORING #1
DOCK MASTER'S COVERED AREA
OUTDOOR WAITING AREA
EXISTING TEMPORARY MOORING #2 AND BOARDWALK
EXISTING GAZEBO / OBSERVATION DECK #1
PROPOSED FISHING PLATFORM / OBSERVATION DECK#2
VEGETATIVE SCREEN
50' NATURAL WATERWAY BUFFER
APPROXIMATE EDGE OF WATER
EXISTING GAZEBO #2
DEVIATION #18
50' NATURAL WATERWAY BUFFER
BOAT AND TRAILER PARKING
VEGETATIVE SCREEN
EXISTING PARKING
GC&OS
RC
RESTAURANT OUTDOOR SEATING AREA
ANCILLARY RECREATIONAL USES
EXISTING CEMETERY ACCESS EASEMENT OR 3062, PAGE 2567
CEMETERY
50' CEMETERY BUFFER
100' FPL EASEMENT
P
RP
ANCILLARY RECREATIONAL USES
R
RIVER CLUB AND RIVER PARK (DETAIL #1)
EXISTING TENNIS COURTS
EXISTING BUILDING
EXISTING PARKING
VEGETATIVE SCREEN
GC&A
POTENTIAL FUTURE EXPANSION OF CLUB HOUSE FACILITIES AND ANCILLARY RECREATIONAL USES
GOLF CLUB AND AMENITIES (DETAIL #2)
LEGEND
PRESERVE
WATER RETENTION
DEVELOPMENT TRACT
PARCEL BOUNDARIES PER 2001-097 APPROVAL
RETAINED NATURAL WATERWAY BUFFER WITHIN RC IMPROVEMENT AREA
STORAGE AREA
ROAD WAY CENTERLINE
LAND USE SUMMARY
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GC&A - GOLF CLUBHOUSE AND AMENITIES 12.14 AC
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P - PRESERVE 95.45 AC
TOTAL PROJECT AREA 561.80 AC
NOTE: WITH THE EXCEPTION OF OPEN SPACE AND INDIGENOUS PRESERVE AREAS PROVIDED, ACREAGES ON THE LAND USE SUMMARIES ARE APPROXIMATE AND WILL BE DEFINED AT TIME OF LOCAL DEVELOPMENT ORDER.
SEE DETAIL #1
SEE DETAIL #2
SEE DETAIL #3
CORKSCREW ROAD EXTENSION
U.S. 41 (TAMIAMI TRAIL)
WILLIAMS ROAD
RECEIVED
APR 09 2013
COMMUNITY DEVELOPMEN
FENCE OR WALL AND LANDSCAPING STRIP
STORAGE AREA
FPL EASEMENT
EXISTING BUILDING
EXISTING PARKING
TYPE "D" 15' BUFFER SEE DEVIATION #26
WILLIAMS ROAD
GOLF MAINTENANCE AND STORAGE AREA (DETAIL #3)
Approved as Exhibit C MCP Page 3 of 4 Resolution # Z-13-003
DCI 2012-00027
RWA INC.
Planning
Visualization
Civil Engineering
Surveying & Mapping
Pelican Sound
Golf & River Club
RPD
PELICAN SOUND
GOLF & RIVER CLUB, INC.
DETAILS
JULY, 2012
AS SHOWN
J.P.
P.V.
3 OF 4

OPEN SPACE / INDIGENOUS CALCULATIONS (IN ACRES)

561.80 TOTAL ACREAGE
-13.81 EXCLUDE 100 FOOTWIDE FPL EASEMENT
-7.94 EXCLUDE 200 FOOTWIDE RIGHT-OF-WAY
-29.54 EXCLUDE SF EXEC THE MASTERS
-16.50 EXCLUDE SF EXEC GLEN EAGLES
-6.22 EXCLUDE SF ESTATE PINEHURST

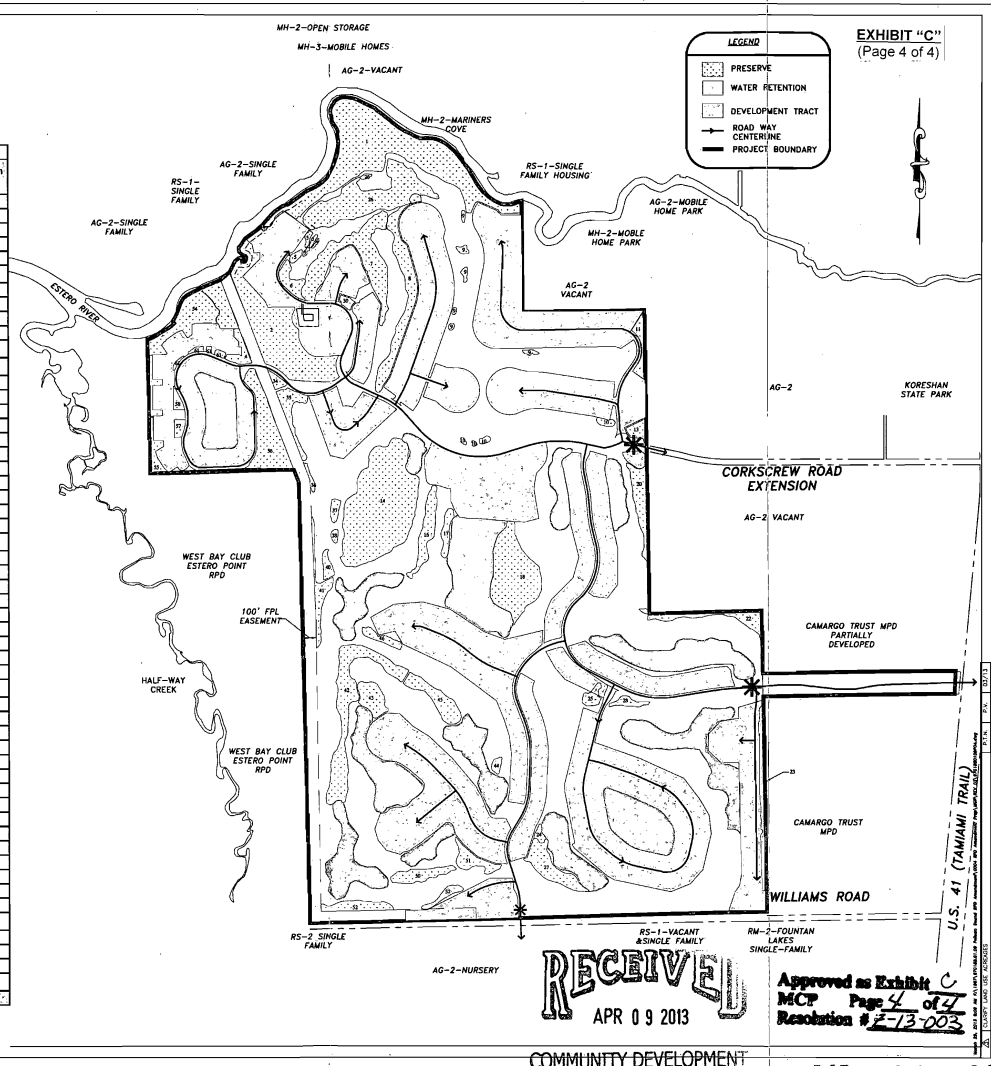
458.55 TOTAL ACREAGE SUBJECT TO OPEN SPACE REQUIREMENTS

183.42 40% REQUIRED OPEN SPACE
91.71 INDIGENOUS AREA REQUIRED (50% OF OPEN SPACE)

INDIGENOUS PRESERVE TABLE

Tract ID	Actual Acres	Habitat Classification	Status	Credit	Acres with Credit	Deviation 23
1	13.62	Upland	E	160%	21.79	
1	0.70	Wetland	E	100%	0.70	
2	8.28	Upland	E	160%	13.25	
2	0.40	Wetland	E	100%	0.40	
4	0.63	Upland	E	125%	0.79	
5	0.49	Upland	E	100%	0.49	*
6	0.86	Upland	E	125%	1.07	
7	1.59	Upland	E	100%	1.59	
7	3.43	Wetland	C	50%	1.72	
8	3.53	Upland	E	100%	3.53	
9	0.52	Upland	E	100%	0.52	*
10	0.41	Upland	E	100%	0.41	*
11	0.71	Upland	E	100%	0.71	
13	0.49	Upland	E	110%	0.54	
14	2.61	Upland	E	100%	2.61	
14	9.13	Wetland	R	50%	4.57	
16	1.54	Upland	E	110%	1.69	
17	0.59	Upland	E	110%	0.65	
18	1.02	Upland	E	100%	1.02	
18	4.57	Wetland	R	50%	2.29	
20	1.69	Upland	E	110%	1.86	
22	1.10	Upland	E	100%	1.10	
22	0.50	Wetland	E	100%	0.50	
23	1.17	Upland	E	100%	1.17	*
24	0.21	Upland	E	100%	0.21	
25	0.46	Upland	E	100%	0.46	
26	1.98	Upland/Wetland	E	100%	1.98	
26	4.31	Wetland	R - C	50%	2.16	
27	1.94	Wetland	R - C	50%	0.97	
28	0.41	Upland	E	100%	0.41	
30	0.24	Upland	E	100%	0.24	
34	0.28	Upland	E	100%	0.28	
35	1.15	Upland	E	100%	1.15	
36	0.17	Upland	E	100%	0.17	*
37	0.31	Upland	E	100%	0.31	
38	0.14	Upland	E	100%	0.14	
40	0.40	Upland	E	100%	0.40	
41	1.15	Upland	E	100%	1.15	
42	4.93	Upland	E	110%	5.42	
43	1.24	Upland	E	125%	1.55	
44	0.21	Upland	E	100%	0.21	
45	1.67	Upland	E	125%	2.08	
46	0.54	Upland	E	110%	0.59	
50	1.09	Upland	E	110%	1.20	
51	1.02	Upland	E	125%	1.27	
52	1.04	Upland	E	100%	1.04	
52	0.45	Upland	E	100%	0.45	
54	4.57	Upland	E	135%	6.17	
54	0.40	Wetland	E	100%	0.40	
55	1.11	Upland	E	100%	1.11	*
56	3.89	Upland	E	135%	5.25	
57	0.31	Upland	E	100%	0.31	
58	0.27	Upland	E	100%	0.27	
61	0.35	Upland	E	100%	0.35	*
Total Acres	95.46	Total Acres with Credit			102.18	

E = Existing Indigenous Habitat
R = Restored Indigenous Habitat
C = Created Indigenous Habitat



RIVER RIDGE

MANAGEMENT PROGRAM FOR LAKES EXCAVATED TO A DEPTH GREATER THAN 12 FEET (Amended 10-01-96)

Introduction

A number of water management lakes will be constructed in the central and southern part of the River Ridge project primarily for storm water management and aesthetic interaction purposes. It is anticipated that several of the lakes will be excavated below a depth of 12 feet, possibly to a maximum depth of 20 feet. A lake management plan will be implemented to maintain all lakes in a healthy state to assure water quality is adequate to keep the ecosystem in a balance that promotes the use of the lakes by wildlife and maintains wetland plants surrounding and within the lakes. After the community is constructed, the Improvement Community Development District will have the responsibility and obligation to maintain the surface-water management system, including all lakes.

The lakes that may be excavated to a depth of greater than 12 feet are located on the southern portion of the property and are generally oriented in an approximate north-south direction. These lakes are greater than 2 acres in area and exceed a width of 100 feet at the narrowest section. The configurations and general orientations of the lakes will allow a greater potential for wind-mixing and aeration of the water.

In addition to the geometry and orientation of the lakes, River Ridge is proposing to implement a management plan to control runoff water quality, control excessive aquatic plant growth, and supplement dissolved oxygen concentrations in the lakes. This management strategy applies not only to the lakes excavated to depths greater than 12 feet, but all lakes on the site.

Water Level Management

In some parts of Lee County, when man-made lakes are excavated below a depth of 12 feet, very permeable rock is encountered or some confining beds are penetrated. If highly permeable rock is penetrated, it is possible that water may drain from the lake into the groundwater system and exit rapidly into nearby surface waters, such as the Estero River. If confining beds are breached, waters of differing quality could commingle in the subsurface and cause localized changes in water quality.

In order to prevent these problems from occurring, WCI Communities, Inc. agrees, as part of the lake management plan, to drill a series of test borings at each lake site to assess the subsurface geologic conditions prior to excavation of the lakes. If the evaluation of the subsurface geology indicates that a potential problem will occur if the lake is

FR6-344.1

EXHIBIT "D"
(Page 1 of 3)

excavated below some depth, then the lake will not be excavated below the indicated depth or some remedial measure would be taken to inhibit outflow of lake water.

Control of Dissolved Oxygen Concentrations in the Lakes

All natural and man-made lakes and streams in Lee County show rather large fluctuations in the concentrations of dissolved oxygen both on a daily (diurnal) and a seasonal basis. The concentration of dissolved oxygen in lakes is controlled by the biochemical activity within the lake, the reaction of lake organisms to the quality of surface-water inflow into the lakes, and the quality of groundwater inflow into the lakes. The ambient oxygen profiles in lakes show some dissolved oxygen occurring within the photic zone (upper 2 to 4 feet) and little, if any, dissolved oxygen below that depth. There are several reasons why this natural condition occurs, including: 1) the rather low wind velocities that occur in the summer months are insufficient to allow vertical mixing of the water mass, 2) the water column is temperature stratified, which inhibits oxygen diffusion, 3) the water temperature is high, which reduces the ability of the water to maintain high dissolved oxygen concentrations, 4) the water is colored with naturally-occurring tannic acid, which reduces light penetration, in turn reducing biological productivity and oxygen production in the water column, 5) the natural groundwater flowing into the lakes contains a high chemical oxygen demand and no dissolved oxygen, causing a corresponding reduction of dissolved oxygen in all natural surface water bodies, 6) the lake water is not moving to allow a more uniform oxygenation to occur, and 7) where natural salinity variation occurs with depth in the groundwater system, lakes penetrating these system will become density stratified with low dissolved oxygen concentrations in the higher density region (bottom).

It is the intent of WCI Communities, Inc. to maintain all lakes in good health. Therefore, the lake management plan for the River Ridge lakes will involve the maintenance of acceptable dissolved oxygen concentrations in the photic zone of the lakes. This will involve control of water quality in runoff entering the lakes, mechanical agitation of the water in the lakes by creation of decorative fountains or wind mills, emphasis on the use of natural aquatic plants to maintain water quality, minimal use of toxic chemicals for aquatic weed control, such as copper sulfate water treatment, and use of oxygenation equipment. The River Ridge Improvement District will install and maintain oxygenation equipment in the lakes. The type, size, and model numbers of the aeration devices shall be supplied to the county for each lake prior to construction.

Vegetation and Nutrient Management

One of the most significant factors affecting the biological health of man-made lakes is the affect of excess nutrient inflows. Excessive concentrations of nutrients in the runoff water causes uncontrolled growth of aquatic vegetation. When the vegetation dies, the biochemical oxygen demand in the water column rises and removes oxygen from the water, causing adverse effects, such as fish kills.

FH6-344.1

EXHIBIT "D"
(Page 2 of 3)

Control of the nutrient concentration in the runoff water is part of the lake management plan. Nutrient control begins with the design of the lakes and the drainage system. Best management practices will be employed in the design of the entire water management system to assist in the removal of excess nutrients. Some examples of these practices include: 1) use of swales and wet detention areas to slow water movement and allow microscopic plants to uptake the nutrients, 2) sloping of the land surface away from the lake edges where golf courses lie adjacent to the lakes, 3) construction of shelf areas surrounding the lakes to allow the vegetation to trap particulates in the runoff and to uptake nutrients before they can adversely affect the lake as a whole, and 4) other site-specific design concepts. These water management concepts will be applied to all lakes and particularly to the lakes excavated to depths greater than 12 feet. All topographic profiles sloping to a lake will contain a swale to capture debris and early storm runoff. This will aid in lake nutrient influx control. The golf course fertilization methods will follow the guidelines set for golf course management and environmental maintenance by the appropriate golf course professional management associations.

Another important part of lake management is the maintenance and control of aquatic and bordering vegetation. The lake margin vegetation will be maintained to allow maximum nutrient uptake, but not the removal of dissolved oxygen. This will necessitate the periodic harvesting of some plants to prevent the accumulation of organic detritus. Central lake aquatic plant growth will be discouraged by maintaining deep water as close to the lake banks as possible without violating county design ordinances or safety conditions. Floating aquatic plant growth will be discouraged by mechanically harvesting this material, if it becomes problematical. WCI Communities shall plant one cypress or maple tree, minimum 10-gallon in size, for every 50 feet of shoreline on lakes greater than 12 feet in depth. These trees shall be planted on the upper reaches of the littoral zone and may be planted in clusters to appear more natural.

Since River Ridge has been designed to preserve as much of the natural habitat as possible, the man-made lake banks will be close to a natural condition with an overall positive effect on the lake water quality. Lakes will contain vegetative buffers to further filter runoff. The design of the water management system by integrating the natural system with the lake designs will assist any non-natural management techniques to maintain lake water quality.

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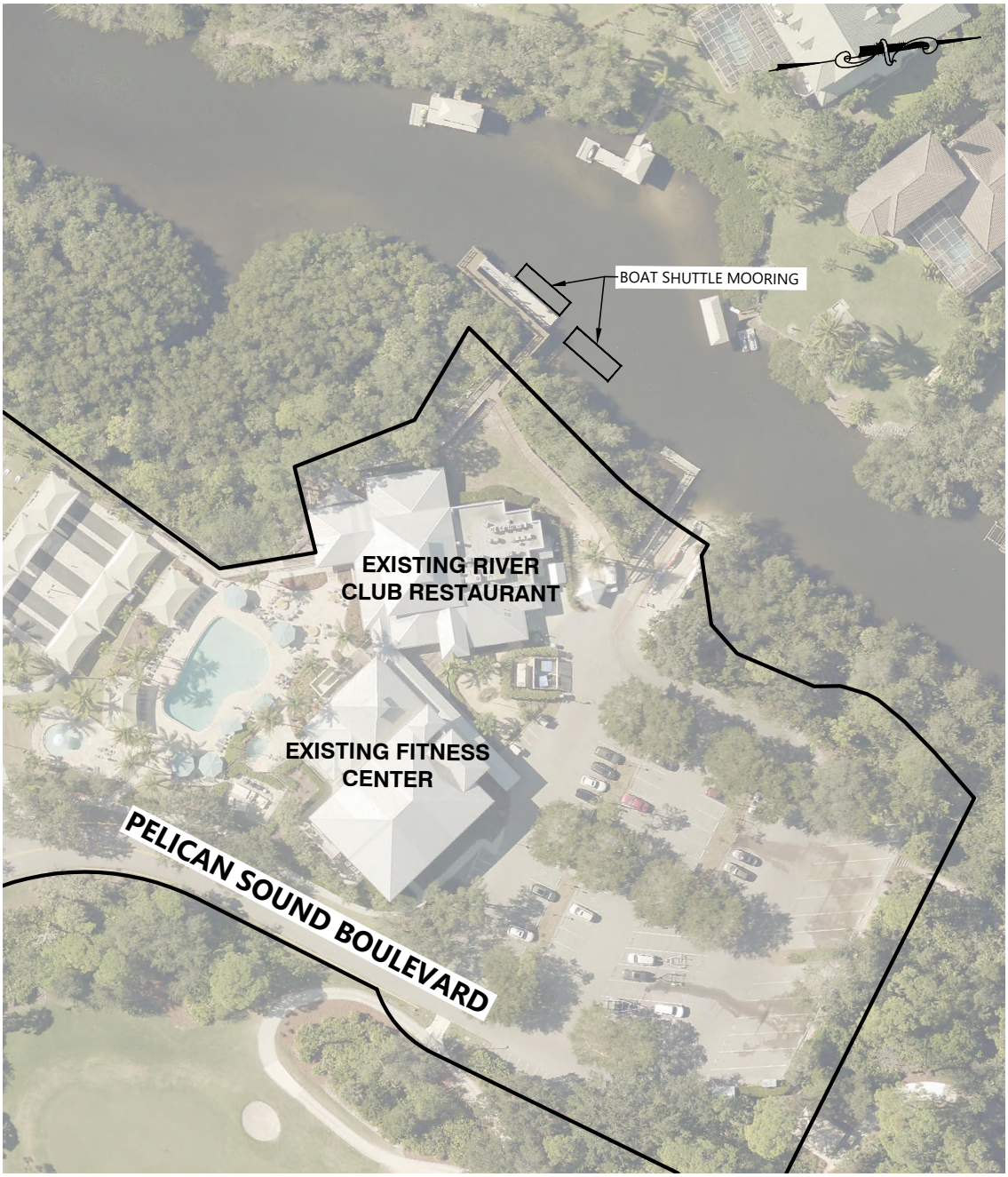
(Page 3 of 3)



RWA ENGINEERING
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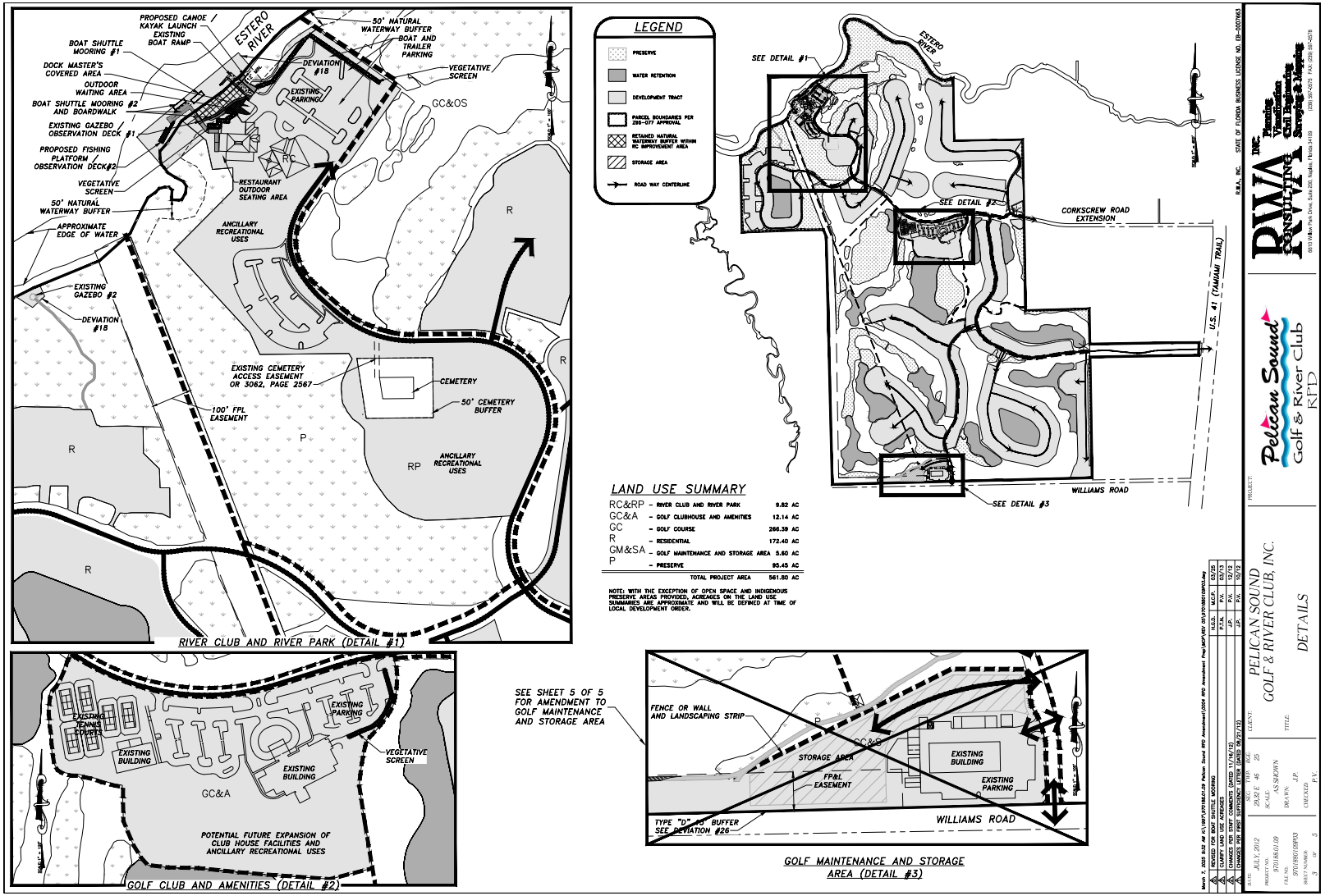
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization EB 7663 / LB6952

DATE:	FEB. 2025
SCALE:	1" = 80'
DRAWN BY:	HGD
DESIGNED BY:	MCP
SEC: TWP: RGE:	29, 32,46S 25E
CLIENT:	PELICAN SOUND GOLF AND RIVER CLUB, INC.
TITLE:	PELICAN SOUND RIVER CLUB BOAT SHUTTLE MOORING LOCATION EXHIBIT
PROJECT NUMBER:	970188.01.46
SHEET NUMBER:	1 OF 1
FILE NUMBER:	9701880142X02

March 6, 2025 10:43 AM K:\1997\970188.01.46 Pelican Sound Zoning Amend For Mooring\02 RPD Amendment App. Prep\Exhibits\9701880142X02.dwg


ESTERO RIVER
PROPOSED CANOE / KAYAK Llaunch
EXISTING BOAT RAMP
BOAT SHUTTLE MOORING #1
DOCK MASTER'S COVERED AREA
OUTDOOR WAITING AREA
BOAT SHUTTLE MOORING #2 AND BOARDWALK
EXISTING GAZEBO / OBSERVATION DECK #1
PROPOSED FISHING PLATFORM / OBSERVATION DECK#2
VEGETATIVE SCREEN
50' NATURAL WATERWAY BUFFER
APPROXIMATE EDGE OF WATER
EXISTING GAZEBO #2
DEVIATION #18
50' NATURAL WATERWAY BUFFER
BOAT AND TRAILER PARKING
VEGETATIVE SCREEN
DEVIATION #18
EXISTING PARKING
GC&OS
RC
RESTAURANT OUTDOOR SEATING AREA
ANCILLARY RECREATIONAL USES
R
EXISTING CEMETERY ACCESS EASEMENT OR 3062, PAGE 2567
CEMETERY
50' CEMETERY BUFFER
100' FPL EASEMENT
P
RP
ANCILLARY RECREATIONAL USES
RIVER CLUB AND RIVER PARK (DETAIL #1)
EXISTING TENNIS COURTS
EXISTING PARKING
EXISTING BUILDING
EXISTING BUILDING
VEGETATIVE SCREEN
GC&A
POTENTIAL FUTURE EXPANSION OF CLUB HOUSE FACILITIES AND ANCILLARY RECREATIONAL USES
GOLF CLUB AND AMENITIES (DETAIL #2)
LEGEND
PRESERVE
WATER RETENTION
DEVELOPMENT TRACT
PARCEL BOUNDARIES PER 2SS-077 APPROVAL
RETAINED NATURAL WATERWAY BUFFER WITHIN RC IMPROVEMENT AREA
STORAGE AREA
ROAD WAY CENTERLINE
SEE DETAIL #1
SEE DETAIL #2
SEE DETAIL #3
CORKSCREW ROAD EXTENSION
U.S. 41 (TAMIAMI TRAIL)
WILLIAMS ROAD
LAND USE SUMMARY
RC&RP - RIVER CLUB AND RIVER PARK 9.82 AC
GC&A - GOLF CLUBHOUSE AND AMENITIES 12.14 AC
GC - GOLF COURSE 266.39 AC
R - RESIDENTIAL 172.40 AC
GM&SA - GOLF MAINTENANCE AND STORAGE AREA 5.60 AC
P - PRESERVE 95.45 AC
TOTAL PROJECT AREA 561.50 AC
NOTE: WITH THE EXCEPTION OF OPEN SPACE AND INDIGENOUS PRESERVE AREAS PROVIDED, ACREAGES ON THE LAND USE SUMMARIES ARE APPROXIMATE AND WILL BE DEFINED AT TIME OF LOCAL DEVELOPMENT ORDER.
SEE SHEET 5 OF 5 FOR AMENDMENT TO GOLF MAINTENANCE AND STORAGE AREA
FENCE OR WALL AND LANDSCAPING STRIP
GC&S
STORAGE AREA
FP&L EASEMENT
EXISTING BUILDING
EXISTING PARKING
TYPE "D" 15' BUFFER SEE DEVIATION #26
WILLIAMS ROAD
GOLF MAINTENANCE AND STORAGE AREA (DETAIL #3)
March 3, 2020 9:32 AM K:\10971\970188\01\09 Pelican Sound RPD Amendment\1004 RPD Amendment Prep\MOP\RD CD\970188010PM01.dwg
REVISED FOR BOAT SHUTTLE MOORING M.G.A. M.G.A. 03/25
COMMENTS AND CHANGES T.P.K. P.V. 10/13
COMMENTS AND CHANGES (DATED 11/14/12) T.P.K. P.V. 12/12
CHANGES PER FIRST SUFFICIENCY LETTER (DATED 06/27/12) J.P. P.V. 10/12
DATE: JULY, 2012
PROJECT NO. 970188.01.09
FILE NO. 970188010PM3
SHEET NUMBER 3 OF 5
SEC. TWP. RGE. 28,32,E 46 25
SCALE: AS SHOWN
DRAWN: J.P.
CHECKED: P.V.
CLIENT: PELICAN SOUND GOLF & RIVER CLUB, INC.
TITLE: DETAILS
PROJECT: Pelican Sound Golf & River Club RPD
R.W.A., INC. STATE OF FLORIDA BUSINESS LICENSE NO. EB-0007683
RWA INC. Planning Engineering Civil Engineering Surveying & Mapping
8910 University Park Drive, Suite 200, Naples, Florida 34120 239.597.2575 FAX: (239) 597-2578

Pelican Sound
Golf & River Club

February 7, 2025

David Gustason
RE: Permanent Boat Shuttle Mooring—No Objection Letter
20672 Charing Cross Circle
Estero, FL 33928

Dear David,

Let this letter serve as a request for permanent mooring of our two shuttle boats at the Boat Shuttle Dock on the Estero River at 4788 Pelican Sound Blvd.

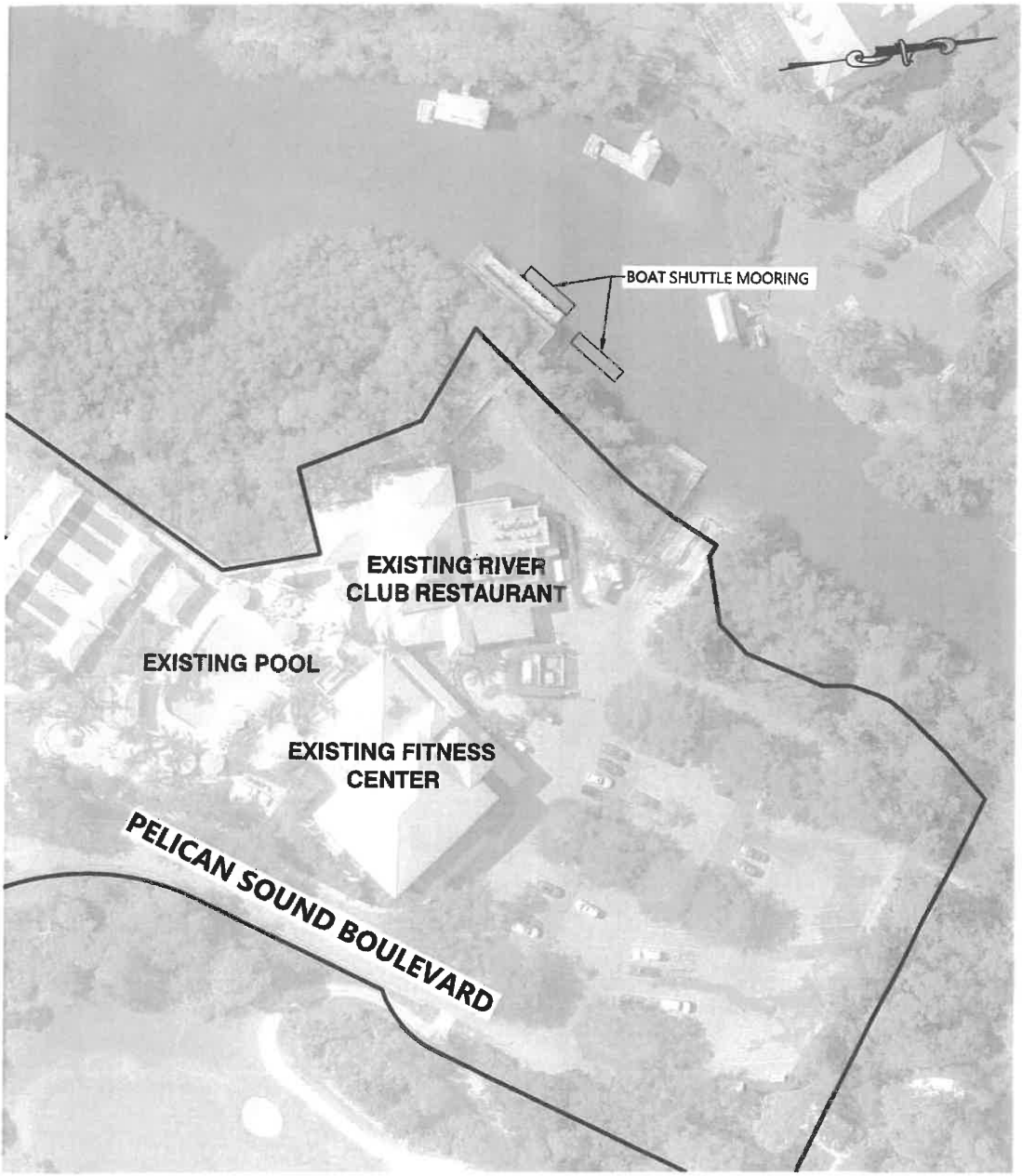
Best Regards,

Eric Long, GM/COO
Pelican Sound Golf & River Club, Inc.
239-948-5232

By my signature below, I state that I have NO OBJECTION for Pelican Sound Golf & River Club to permanently moor their shuttle boats at the dock located at 4788 Pelican Sound Blvd. (see attached exhibit)

David Gustason

4561 Pelican Sound Blvd., Estero, FL 33928 | 239-948-4331



RWA ENGINEERING
12800 University Drive, Suite 175 / Fort Myers, Florida 33907
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization EB 7663 / LB6952

DATE:	FEB. 2025
SCALE:	1" = 80'
DRAWN BY:	HGD
DESIGNED BY:	MCP
SEC: TWP: RGE:	29, 32,46S 25E
CLIENT:	PELICAN SOUND GOLF AND RIVER CLUB, INC.
TITLE:	PELICAN SOUND RIVER CLUB BOAT SHUTTLE MOORING LOCATION EXHIBIT
PROJECT NUMBER:	970188.01.46
SHEET NUMBER:	1 OF 1
FILE NUMBER:	9701880142X02

February 6, 2025 11:16 AM K:\1997\970188.01.42 Pelican Sound River Club Outdoor Dining\01 VOE LDO Type B Permit App\Const Plans\Current Plans\Sheet Files\9701880142X02.dwg

PELICAN SOUND
Golf & River Club

February 26, 2025

Jeffrey Davis
RE: Permanent Boat Shuttle Mooring – No Objection Letter
20660 Charing Cross Circle
Estero, FL 33928

Dear Mr. Davis,

Let this letter serve as a request for permanent mooring of our two shuttle boats at the Boat Shuttle Dock on the Estero River at 4788 Pelican Sound Blvd.

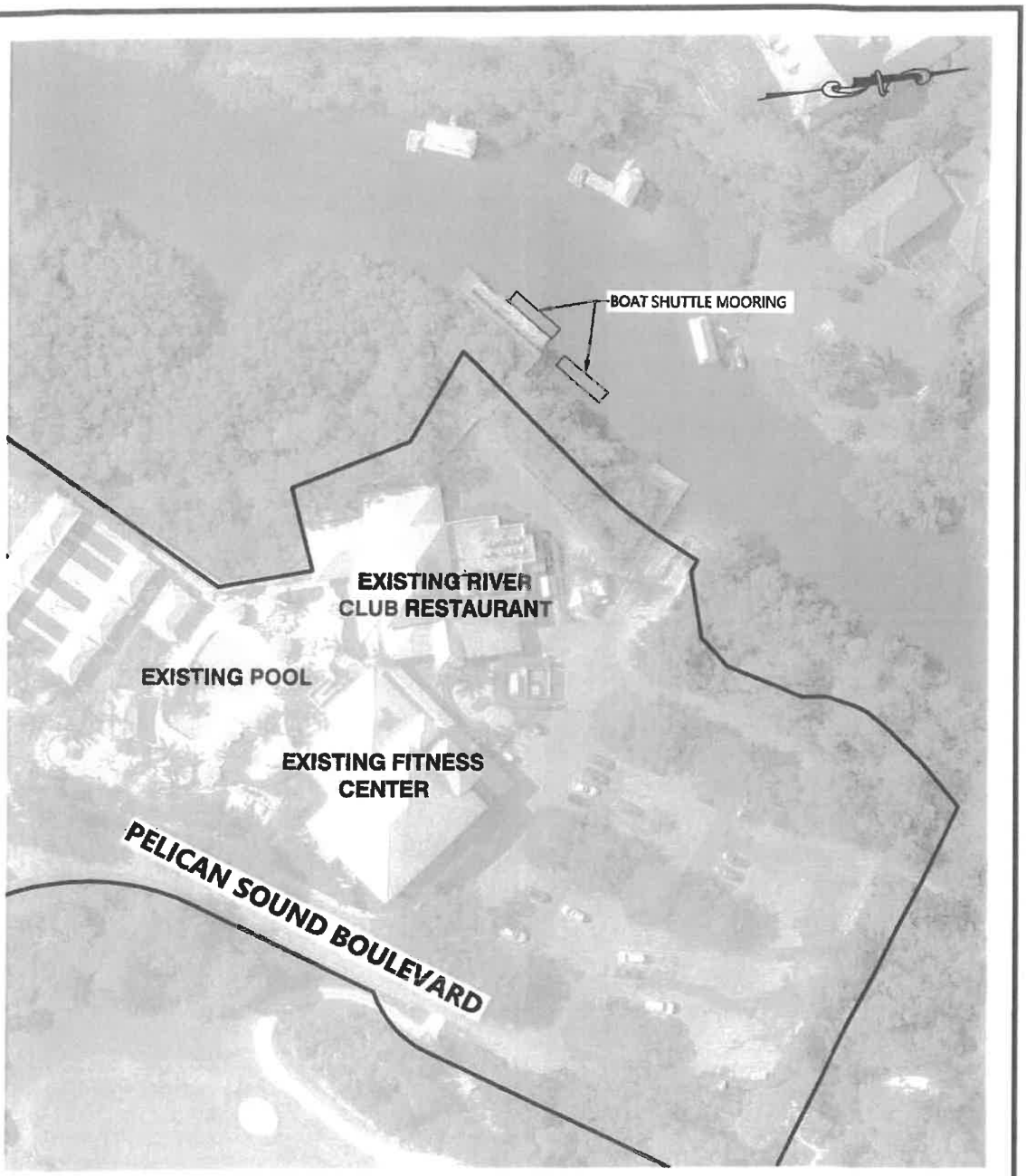
Best Regards,

Eric Long, GM/COO
Pelican Sound Golf & River Club, Inc.
239-948-5232

By my signature below, I state that I have NO OBJECTOIN for Pelican Sound Golf & River Club to permanently moor their shuttle boats at the dock located at 4788 Pelican Sound Blvd. (see attached exhibit).

Jeffrey Davis
513-623-6360

4561 Pelican Sound Blvd., Estero, FL 33928



RWA ENGINEERING
12800 University Drive, Suite 175 / Fort Myers, Florida 33907
(239) 597-0575 FAX: (239) 597-0578
www.consult-rwa.com
Florida Certificates of Authorization EB 7663 / LB6952

DATE:	FEB. 2025
SCALE:	1" = 80'
DRAWN BY:	HGD
DESIGNED BY:	MCP
SEC: TWP: RGE:	29, 32,46S 25E
CLIENT:	PELICAN SOUND GOLF AND RIVER CLUB, INC.
TITLE:	PELICAN SOUND RIVER CLUB BOAT SHUTTLE MOORING LOCATION EXHIBIT
PROJECT NUMBER:	970188.01.46
SHEET NUMBER:	1 OF 1
FILE NUMBER:	9701880142X02

February 6, 2025 11:16 AM K:\1997\970188.01.42 Pelican Sound River Club Outdoor Dining\01 VOE LDO Type B Permit App\Const Plans\Current Plans\Sheet Files\9701880142X02.dwg

LEE COUNTY
SOUTHWEST FLORIDA

DOCK & SHORELINE COMPLETION PERMIT

LEE COUNTY
SOUTHWEST FLORIDA

1000205
Home

Boatramp
1 & 2 Family

COMPLETION ISSUED 7/12/12-KM

PERMIT NUMBER: DSH2011-00375 **ISSUED:** 01/05/12
EXPIRES: 01/12/13

Owner Name: PELICAN SOUND GOLF +
Contractor: CBC1252755 HONC DOCKS AND LIFTS INC
Project Name: PELICAN SOUND Master # : DSH2011-00375
Description: BOATRAMP ADD'ON (2 CONCRETE PANELS)
Job Address: 4561 PELICAN SOUND BLVD ESTERO 33928
Type of Waterbody: Natural Waterbody Electric Permit Required: N
Fire Suppression: N Number of Watercraft Slips: 0

INSPECTION REQUEST LINE: (239) 533-8997

	DATE	BY		DATE	BY
304 R. Electrical			503 Final Roof -Boathouse		
305 Final Electrical			106 Final Frame- Boathouse		
501 Roof Dry In- Boathouse			130 Sheathing Straps Eng & Bucks		
502 Roof in Process (tile only)Boathouse			118 Marine Final- ALL PERMITS All electric must be inspected prior to scheduling this inspectn	7/11/2012	CBm

THIS PERMIT IS APPROVED BASED ON THE SUBMITTED DRAWINGS AND DOES NOT GRANT APPROVAL OF ANY ENCROACHMENT INTO ANOTHER PROPERTY OWNER'S RIPARIAN RIGHTS AREA. THIS APPROVAL DOES NOT PROVIDE A LEGAL OPINION REGARDING THE BOUNDARIES OF RIPARIAN RIGHTS OF THE SUBJECT PROPERTY OR ANY ADJACENT PROPERTY. LEE COUNTY IS NOT RESPONSIBLE FOR THE CONCLUSIVE DETERMINATION OF RIPARIAN PROPERTY RIGHTS.

Conditions:

Screens

Turbidity Control (silt) screens required during construction.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.

NOTICE: IN ADDITION TO THE REQUIREMENTS OF THIS PERMIT THERE MAY BE ADDITIONAL RESTRICTIONS APPLICABLE TO THIS PROPERTY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY, AND THERE MAY BE ADDITIONAL PERMITS REQUIRED FROM OTHER GOVERNMENTAL ENTITIES SUCH AS WATER MANAGEMENT DISTRICTS, STATE AGENCIES OR FEDERAL AGENCIES.

THIS PERMIT IS VOID IF THE FIRST INSPECTION IS NOT MADE WITHIN SIX (6) MONTHS FROM THE DATE ISSUED OR IF NO INSPECTION HAS BEEN MADE FOR A PERIOD OF SIX (6) MONTHS FROM THE MOST RECENT INSPECTION. BUILDING PLANS MUST BE ON JOB AT TIME OF INSPECTION. REINSPECTION FEE $25.00

THIS CARD MUST BE PLACED ON A BOARD AT EYE LEVEL SO IT CAN BE READ FROM STREET AND BE PROTECTED FROM THE WEATHER.

Eric Long

RECEIVED
MAY 22 2025
VILLAGE OF ESTERO

From: Hans Wilson <hans@hanswilson.com>
Sent: Thursday, May 15, 2025 2:57 PM
To: Eric Long
Cc: Michael Pappas
Subject: FW: Pelican1Eric COE Permit 5-12-25
Attachments: Pelican1CoePermit10-26-10Exp10-26-15.pdf; Pelican1SfwmdPermitBoatRamp8-13-10Exp8-13-15.pdf; RE: Pelican1SfwmdPermitClarification9-12-11; Pelican1DistrictPermitClarificationLtr9-12-11.pdf

Eric – Per our discussion today, the attached COE documents IS the permit that we rely on. I don't have the yellow placard that was posted on site, it probably disappeared with the contractor, but the attached permit is what we generally refer to. Also, attached is an email from the District clarifying that the ferry boat was not to be included in the length restriction.

Hans Wilson, P.E.
1938 Hill Ave.
Ft. Myers, FL 33901
239.334.6870
hans@hanswilson.com
Marine Engineers &
Environmental Consultants
Celebrating 25 Years of Excellence
HWA Hans Wilson & Associates
Knowledge, Quality, Service.

From: Hans Wilson
Sent: Monday, May 12, 2025 3:35 PM
To: Eric Long <elong@psgrc.org>
Cc: Michael Pappas <mpappas@consult-rwa.com>
Subject: Pelican1Eric COE Permit 5-12-25

Sorry for the delayed response, we are just jam up with work. Attached is both the federal and state permit for the work.

Hans Wilson, P.E.
1938 Hill Ave.
Ft. Myers, FL 33901
239.334.6870
hans@hanswilson.com
Marine Engineers &
Environmental Consultants
Celebrating 25 Years of Excellence
HWA Hans Wilson & Associates

Eric Long

From: Layman, Laura <llayman@sfwmd.gov>
Sent: Friday, September 16, 2011 5:46 PM
To: Johanna Shifflette; Hans Wilson
Cc: Jim Whitmore; bgrady@ralaw.com; Dessources, Marie
Subject: RE: Pelican1SfwmdPermitClarification9-12-11

Johanna and Hans: I have read the information that Hans provided via e-mail on Monday and I have also looked through our permit in detail.

The intent of our permit was to continue to allow the ferry boat to operate as it has been. The boat length restriction in Special Condition #15 does not apply to the ferry boat, and I apologize that that was not clearly stated. However, the draft restriction would still apply (vessels with drafts providing 1 foot of clearance above the submerged bottom), because that condition is in place to protect water quality at the facility and in the river by preventing prop dredging. With the current ferry boat operation, I am not aware that there are any issues/problems relating to prop dredging. In addition, the applicant proposed some dredging to ensure adequate depths in the new temporary dock location.

I hope this helps to clarify the intent of our permit and please let me know if you need something more formal or if we need to have a meeting/teleconference with the County. Thanks,

Laura Layman

Section Leader- Environmental Analyst

South Florida Water Management District

Lower West Coast Service Center

2301 McGregor Boulevard

Fort Myers, FL 33901

Phone- (239) 338-2929, extension 7725

Fax (239) 338-2936

llayman@sfwmd.gov

ePermitting Home Page and Forms http://my.sfwmd.gov/ePermitting

---

From: Johanna Shifflette [mailto:johanna@hanswilson.com]
Sent: Friday, September 16, 2011 11:52 AM
To: Hans Wilson; Layman, Laura
Cc: jwhitmore@pelicansoundgrc.com; bgrady@ralaw.com
Subject: Pelican1SfwmdPermitClarification9-12-11

Subject: Pelican Sound Golf & River Club
SFWMD Permit No.: 36-03219-P-02

Good day Laura:

1

I hope you're well and enjoying your Friday, I tried reaching you by phone this morning and left a voice mail. Hans asked me to follow up on his request below, can you give me an idea of when you'll have an opportunity to respond so we may get back with the County?

Thanks for your time Laura and have a wonderful weekend.

Johanna M. Shifflette
Permits Manager
1938 Hill Avenue
Fort Myers, FL 33901
239-334-6870
Fax: 239-334-7810

HANS WILSON & ASSOCIATES, INC.
Knowledge, Quality, Service

From: Hans Wilson
Sent: Monday, September 12, 2011 11:01 AM
To: Laura Layman (llayman@sfwmd.gov)
Cc: Jim Whitmore (jwhitmore@pelicansoundgrc.com); Beverly Grady (bgrady@ralaw.com)
Subject: Pelican1SfwmdPermitClarification9-12-11PelicanSound

Laura – Attached is a letter discussing the need for a permit condition clarification. It is important from the operations perspective of the site. I thought you would be the best person to approach on this based on your familiarity with the project. Call me if you have any questions. - Hans

Hans Wilson, P.E.
1938 Hill Ave.
Ft. Myers, FL 33901
239.334.6870
hans@hanswilson.com

HANS WILSON & ASSOCIATES, INC.
Knowledge, Quality, Service.

Pelican Sound Golf & River Club Boat Shuttle - Estero River Boating Safety Protocol

Purpose

To ensure safe and courteous navigation on narrow tidal waterways shared with kayaks, paddleboards, and other non-motorized craft.

---

1. Safe and Courteous Operation

- Operate at **safe speed** at all times. Narrow river width requires extra caution and maneuverability.
- Remain vigilant for paddlers, wildlife, and boat traffic, especially near bends and overhanging vegetation.

---

2. Horn Use at Sharp Turns

- **Sound one prolonged horn blast (4–6 seconds)** before entering any **blind or sharp turn**.
- Reduce speed to idle when approaching turns with obstructed views.
- Be prepared to stop or yield to avoid conflicts around blind corners.

---

3. Yielding to Non-Motorized Craft

- **Always yield to kayaks, paddleboards, and canoes**. These craft are slower and more vulnerable.
- When passing within this narrow channel, **slow to safe speed** and pass cautiously on the **widest side** of the river if possible.
- Communicate clearly with small craft users through signals, verbal communication, or gestures when needed.

---

4. Speed Management

- Maintain **idle or no-wake speed** in any designated areas, in compliance with what regulations are.

---

5. Visibility and Signaling

- Use your horn proactively when visibility is compromised or when approaching intersections or crossing paths.
- Ensure your boat's navigation lights are functional if operating near dusk, dawn, or in poor weather.
- Equip your vessel with a handheld spotlight if needed for increased visibility in low-light conditions.

---

6. Emergency and Awareness

- Carry a whistle, life jackets, and a waterproof communication device.
- In the event of a collision risk or emergency, slow immediately and communicate intentions clearly.
- Render assistance when safe and notify appropriate authorities if needed.

---

7. Compliance and Boater Responsibility

- All operators must be familiar with these protocols, any **local navigation regulations** and possess **USCG certification.**
- Respect all posted signs, speed limits, and marine markers.

By signing below, I acknowledge that I have read, understood, and agreed to follow the Pelican Sound Golf & River Club safety protocol. I also recognize that failure to comply with these guidelines may lead to disciplinary action, up to and including termination.

Captain Name:

Captain Signature:

Pelican Sound Golf & River Club

Boat Shuttle Service – Incident Complaint Protocol

If you experience an issue with the Boat Shuttle Service, please follow this simple two-step process:

Step 1: Report the Issue Immediately

Call or Email Either Contact Below:

- **Eric Long**

  GM/COO
  239-948-5232
  elong@psgrc.org

- **Ivo Nedelchev**

  Assistant GM
  239-948-5230
  inedelchev@psgrc.org

Please provide:

- Your name and contact info
- Date, time, and location of the incident
- A brief description of the issue
- Photos or other evidence (if available)

Step 2: We'll Take It from There

- Your report will be logged and investigated promptly
- If needed, you'll receive a follow-up with updates or resolution
- Serious concerns will be escalated to management immediately

Thank you for helping us keep the Boat Shuttle Service safe and reliable! This information will be available on the Pelican Sound public website.

PUBLIC COMMENT CARD : Entry # 69674

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Maritza Mcdavitt

Address

20690 Groveline
Groveline
Estero 33928
United States
Map It

Community

Groves

Email

agmlandscaping@gmail.com

Phone

(239) 671-9860

Representing

My self

Date

05/07/2025

Agenda Item No. or Topic

Sandy lane can't handle traffic

Comments (TEXT ONLY) No Pictures or Attachments Accepted

To much traffic and pollution
No one care for the peace of others.
Including animals

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added May 8, 2025 at 6:17 pm

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 69592

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Christina Suesz

Address

20510 Garden Drive, Estero, FL, USA
Estero 33928
United States
Map It

Community

Mariners Cove

Email

crissuesz@chasseligman.com

Phone

(859) 743-6591

Representing

Mariners Cove Boaters

Date

05/07/2025

Agenda Item No. or Topic

possible zoning change on the Estero River

Comments (TEXT ONLY) No Pictures or Attachments Accepted

I am part of the Mariners Cove community which is located on the Estero River. We have many many boats on lifts at our docks. Boating is a huge part of our 55 & over community. We not only do alot of pleasure boating on pontoons as well as other types of boats, but we do a great amount of fishing! As you know the Estero River is very windy with sharp "blind" curves. The river is shallow in ALOT of places. Every time we go out on our boat we navigate carefully thru the river, keeping in mind of the rivers boundries & depths as well as all the kayaks, canoes, paddle boards from the Estero River Outfitters, so everyone is safe! If you allow Pelican Landing to change the zoning for their large tour/fishing charter boat to have permanent mooring, it will make the Estero River more dangerous for the exisitng boaters who live & play on the river.

In the 1990s when zoning for this development was originally requested from Lee County, Pelican Sound was emphatic that there would be minimal impact to the Estero River and this included NO PERMANENT MOORINGS. It was on this condition that the development was approved.

PUBLIC COMMENT CARD : Entry # 69592

1. The Estero River is designated as an Outstanding Florida Waterway. This designation means the River receives the highest levels of state protection and CANNOT BE SUBJECT TO ANY NEW PERMITS that would lower its existing water quality. Allowing permanent mooring of their fleet shuttle boats clearly goes against this DEP regulations.

3. These shuttle boats they want to have perm mooring are very large in both beam and length. The river is shallow and narrow in many places, and these boats are just too big for the river.

I hope that we can get this information out to as many local residents as possible. Our River is precious and needs to be protected. If this request from Pelican Sound is approved, it sets up a dangerous precedent for future requests that can degrade our fragile ecosystem.

Please help us protect the Estero River! Sincerely Cris Suesz

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added May 7, 2025 at 8:22 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 69590

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Village Council Meeting

Name

Christina Suesz

Address

20510 Garden Drive, Estero, FL, USA
Estero 33928
United States
Map It

Community

Mariners Cove

Email

crissuesz@gmail.com

Phone

(859) 743-6591

Representing

Mariners Cove Boating communtiy

Date

05/07/2025

Agenda Item No. or Topic

zone change for pelican landing

Comments (TEXT ONLY) No Pictures or Attachments Accepted

I am part of the Mariners Cove community which is located on the Estero River. We have many many boats on lifts at our docks. Boating is a huge part of our 55 & over community. We not only do alot of pleasure boating on pontoons as well as other types of boats, but we do a great amount of fishing! As you know the Estero River is very windy with sharp "blind" curves. The river is shallow in ALOT of places. Every time we go out on our boat we navigate carefully thru the river, keeping in mind of the rivers boundries & depths as well as all the kayaks, canoes, paddle boards from the Estero River Outfitters, so everyone is safe! If you allow Pelican Landing to change the zoning for their large tour/fishing charter boat to have permanent mooring, it will make the Estero River more dangerous for the exisitng boaters who live & play on the river.

In the 1990s when zoning for this development was originally requested from Lee County, Pelican Sound was emphatic that there would be minimal impact to the Estero River and this included NO PERMANENT MOORINGS. It was on this condition that the development was approved.

PUBLIC COMMENT CARD : Entry # 69590

1. The Estero River is designated as an Outstanding Florida Waterway. This designation means the River receives the highest levels of state protection and CANNOT BE SUBJECT TO ANY NEW PERMITS that would lower its existing water quality. Allowing permanent mooring of their fleet shuttle boats clearly goes against this DEP regulations.

3. These shuttle boats they want to have perm mooring are very large in both beam and length. The river is shallow and narrow in many places, and these boats are just too big for the river.

I hope that we can get this information out to as many local residents as possible. Our River is precious and needs to be protected. If this request from Pelican Sound is approved, it sets up a dangerous precedent for future requests that can degrade our fragile ecosystem.

Please help us protect the Estero River! Sincerely Cris Suesz

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added May 7, 2025 at 8:21 am

WordPress successfully passed the notification email to the sending server.

PUBLIC COMMENT CARD : Entry # 69578

Comments must be received by noon one day before the actual meeting and they will be distributed to the Council/Board but will not be read at the meeting.

Choose The Meeting You Are Commenting On

Planning Zoning and Design Board Meeting

Name

Jeff Brenneman

Address

20790 garden drive
Estero 33928
United States
Map It

Community

Mariners cove

Email

jtbrenn@yahoo.com

Phone

(567) 204-2265

Representing

Mariners cove

Date

05/06/2025

Agenda Item No. or Topic

Amendment to pelican sound boat mooring

Comments (TEXT ONLY) No Pictures or Attachments Accepted

I'm an owner and boater from mariners cove. We have been boating on the estero river since 1980 and the river is not safe as it once was. The number and size of boats have changed considerably over the years. Now there are 40 ft. commercial boats running the river daily back and forth hauling people from pelican sound to the beach. Our beautiful Estero river that is very narrow and shallow in many spots has become a Hazard zone.
These giant people hauling boats should not be operating on this narrow and shallow river let alone be parking on it.
If something isn't done to stop the boats of this size running on this river someone is going to be seriously hurt.

Respectfully,
Jeff Brenneman

Notes

Admin Notification (ID: 5e70ca9c71a8d)
added May 6, 2025 at 9:33 pm

WordPress successfully passed the notification email to the sending server.

05:25:45PM >>Anthony Gargano: NEXT UP IS PELICAN SOUND.
05:26:08PM AND NANCY, IF YOU ARE STILL THERE WITH US, I NOTED THAT
05:26:15PM THERE WERE SEVERAL PEOPLE THAT ENTERED AFTER YOU SWORE IN
05:26:24PM THE PEOPLE WHO WERE GOING TO SPEAK.
05:26:25PM SO THE PEOPLE THAT -- CAN YOU CLOSE THE DOOR, PLEASE?
05:26:31PM THANK YOU.
05:26:31PM PEOPLE THAT HAVE ENTERED THE MEETING, IF YOU HAVE SUBMITTED
05:26:37PM CARDS TO TAMMY TO SPEAK, AND YOU HAVE NOT BEEN SWORN, COULD
05:26:44PM YOU STAND UP, PLEASE.
05:26:45PM ONLY IF YOU INTEND TO SPEAK.
05:26:49PM OKAY.
05:26:50PM NANCY, WE HAVE ONE PERSON STANDING.
05:26:53PM >> TWO.
05:26:56PM >>Anthony Gargano: SORRY, TWO.
05:26:58PM OVER IN THE CORNER.
05:26:59PM >>Nancy Stroud: VERY GOOD.
05:27:01PM DO YOU SWEAR OR AFFIRM THAT THE TESTIMONY THAT YOU WILL GIVE
05:27:05PM TONIGHT IS THE TRUTH, THE WHOLE TRUTH, AND NOTHING BUT THE
05:27:07PM TRUTH?
05:27:09PM >> YES.
05:27:09PM >>Anthony Gargano: THANK YOU.
05:27:11PM >>Nancy Stroud: THANK YOU.
05:27:12PM YOU WANT TO REMIND THE CHAIR OF THE EX-PARTE DISCLOSURES
05:27:19PM NEED TO BE MADE.
05:27:21PM >>Anthony Gargano: YES.
05:27:22PM DO WE HAVE ANY EX-PARTE COMMUNICATIONS TO DECLARE?
05:27:30PM >> NO.
05:27:31PM >>Anthony Gargano: ANY CONFLICTS OF INTEREST?
05:27:34PM >> NO.
05:27:34PM >>Anthony Gargano: OKAY, THANK YOU.
05:27:36PM MARY.
05:27:36PM >>Mary Gibbs: ALL RIGHT.
05:27:39PM THIS IS NOT A RESTAURANT CASE TONIGHT.
05:27:42PM NO COLORS TO TALK ABOUT.
05:27:46PM THIS IS PELICAN SOUND.
05:27:49PM AMENDMENT TO THE RESIDENTIAL PLAN DEVELOPMENT ZONING.
05:27:53PM AND IN THIS PARTICULAR CASE, THE BOARD IS GOING TO MAKE A
05:27:57PM RECOMMENDATION TO COUNCIL.
05:27:58PM SO THIS IS THE FIRST PUBLIC HEARING.
05:28:00PM THIS WILL HAVE TO GO TO COUNCIL FOR THE FINAL DECISION.
05:28:03PM SO JUST IN CASE EVERYBODY IN THE AUDIENCE IS WONDER WHAT THE
05:28:12PM REQUESTS ARE.
05:28:14PM AND ORDINANCE THAT WAS ADOPTED BY THE COUNTY IN THE YEAR
05:28:18PM 2013.
05:28:18PM SO THIS RELATES TO THE PERMANENT MOORING OF TWO OF THE
05:28:24PM SHUTTLE BOATS AT THE RIVER CLUB, WHICH IS LOCATED ON THE
05:28:29PM ESTERO RIVER.
05:28:29PM THEY ACTUALLY -- WHEN THE COUNTY APPROVED IT BACK IN 2013,

05:28:34PM THERE WAS A CONDITION PUT ON HERE THAT THESE BOAT MOORINGS
05:28:38PM WOULD BE TEMPORARY.
05:28:40PM THEY APPROVED, I THINK AT THAT TIME, THE RIVER CLUB IS WHERE
05:28:44PM THE RESTAURANTS AND FITNESS CENTER AND A BOAT LAUNCH AND A
05:28:47PM CANOE LAUNCH THERE.
05:28:49PM SO THE ZONING CONDITION ALLOWED THE TWO TEMPORARY MOORINGS
05:28:53PM FOR THE TWO BOATS.
05:28:54PM THE BOATS ARE THE PONTOON POETS THAT SHUTTLE RESIDENTS OVER
05:28:59PM TO LOVER'S KEY.
05:29:01PM AND THE -- AND THE APPLICANT IS IT IS GOING TO EXPLAIN -- I
05:29:07PM WILL LET THE APPLICANT GO INTO THIS AND THESE PEOPLE HAVE
05:29:09PM BEEN HERE FOR A WHILE AND WANT TO TALK AND HEAR WHAT IS
05:29:11PM GOING ON.
05:29:12PM THE APPLICANT WILL EXPLAIN THE REASONS WHY THEY ARE ASKING
05:29:15PM TO CONVERT THESE TO TEMPORARY MOORINGS TO PERMANENT
05:29:18PM MOORINGS.
05:29:19PM I WILL LET THEM EXPLAIN IT.
05:29:20PM I HAVE GOT MIKE PAPPAS FROM RWA ENGINEERING WILL KICK IT OFF.
05:29:27PM AND ERIC LONG, THE GENERAL MANAGER FROM PELICAN SOUND WILL
05:29:29PM GET UP AND EXPLAIN A LITTLE BIT AND THEN WE CAN GO INTO
05:29:32PM PUBLIC INPUT.
05:29:33PM THE STAFF DID RECOMMEND APPROVAL WITH THE CONDITION THAT IF
05:29:36PM THE APPLICANT NEEDS TO MODIFY ANY OF THE OTHER ENVIRONMENTAL
05:29:40PM PERMIT AGENCIES, THEY NEED TO MODIFY THEIR APPLICATIONS,
05:29:45PM BECAUSE I THINK THEY ARE KIND OF BASED ON THE TEMPORARY
05:29:48PM MOORING.
05:29:48PM AND, AGAIN, THIS WILL GO TO COUNCIL FOR THE FINAL DECISION.
05:29:52PM SO WITHOUT ANY FURTHER ADO, I AM GOING TO TURN IT OVER TO
05:29:58PM MAKE PAPPAS.
05:30:00PM >> THANK YOU, MARY.
05:30:02PM MIKE PAPPAS LIKE MARY SAID WITH RWA ENGINEERING.
05:30:08PM I'M HERE PRESENTING ON BEHALF OF THE APPLICANT, PELICAN
05:30:12PM SOUND GOLF AND RIVER CLUB.
05:30:14PM >>Mary Gibbs: TALK LOUDER.
05:30:15PM >> SORRY.
05:30:16PM I WILL GIVE A SHORT PRESENTATION TONIGHT AND LIKE MARY SAID,
05:30:20PM ERIC LONG WILL SPEAK.
05:30:22PM HE IS THE GENERAL MANAGER AND CEO AT PELICAN SOUND TO GIVE A
05:30:26PM FEW -- LITTLE BIT MORE BACKGROUND INFORMATION.
05:30:29PM SO TODAY'S PRESENTATION, I WILL TALK OF THE SUBJECT
05:30:34PM PROPERTY, THE PROPOSED AMENDMENT, A LITTLE PERMITTING
05:30:37PM HISTORY AND THEN TAKE ANY QUESTIONS.
05:30:39PM PELICAN SOUND GOLF AND RIVER CLUB IS ABOUT 547 ACRES.
05:30:46PM ORIGINALLY ZONED BACK IN 1995 FOR 1480 DWELLING UNITS,
05:30:53PM SINGLE-FAMILY AND MULTIFAMILY AS WELL AS THE GOLF COURSE AND
05:30:56PM AMENITIES.
05:30:57PM PREVIOUS ZONING AMENDMENTS THAT ARE ON THE PROPERTY WAS BACK
05:31:01PM LIKE MARY SAID 2013 WITH LEE COUNTY.

05:31:03PM A ZONING AMENDMENT ON THE PROPERTY.
05:31:05PM AND THEN, AGAIN, IN 2022 ARE THE ESTERO.
05:31:10PM THERE IS AN AMENDMENT FOR SOME PICKLEBALL WITHIN THE
05:31:16PM COMMUNITY.
05:31:16PM SOME TONIGHT'S AMENDMENT IS TO AMEND CONDITIONS OF THE LEE
05:31:22PM COUNTY RESOLUTION 13003 TO ALLOW FOR TWO PERMANENT MOORINGS
05:31:28PM FOR PELICAN SOUND SHUTTLE BOATS IN PLACE OF THE PREVIOUSLY
05:31:31PM APPROVED TEMPORARY MOORINGS.
05:31:33PM THE SHUTTLE BOATS HAVE BEEN IN OPERATION AT PELICAN SOUND
05:31:36PM FOR -- SINCE 2004 AS AN AMENITY FOR THE RESIDENTS OF PELICAN
05:31:43PM SOUND TAKING THEM OUT TO LOVER'S KEY FROM PELICAN SOUND.
05:31:46PM SO THEY ARE LOOKING TO -- THEY HAVE BEEN IN OPERATION SINCE
05:31:50PM THEN, A GREAT AMENITY FOR THE COMMUNITY.
05:31:52PM THIS SLIDE RIGHT HERE SHOWS THE MOORING LOCATION IN RELATION
05:31:58PM TO THE PELICAN SOUND.
05:32:00PM HERE IS A LITTLE BIT MORE ZOOMED-IN VERSION OF IT.
05:32:04PM THOSE TWO LOCATIONS THERE ON THE MAP ARE THE -- WHERE THE
05:32:09PM TWO SHUTTLE BOATS WOULD BE MOORED.
05:32:11PM AGAIN, THEY ARE TEMPORARY MOORING IN THOSE LOCATIONS FOR A
05:32:19PM WHILE.
05:32:20PM PERMITTING HISTORY, THE DOCK RIGHT THERE WAS PERMITTED BACK
05:32:23PM IN 2010 THAT THEY WILL BE MOORED AT BY THE ARMY CORPS OF
05:32:29PM ENGINEERS AND ANOTHER BY THE SOUTHWEST FLORIDA WATER
05:32:34PM MANAGEMENT DISTRICT IN 102010.
05:32:36PM 2012, SCHEDULED FERRY OPERATIONS UTILIZING IN TWO
05:32:42PM PONTOON-STYLE BOATS TO FERRY RESIDENTS.
05:32:47PM IN 2022, WITH HURRICANE IAN, MANY MARINE FACILITIES NEARBY
05:32:53PM WERE DAMAGED INCLUDING THE FISH TAN MARINA WHERE THE
05:32:59PM PREVIOUSLY MOORED VESSELS WERE STAYING AT.
05:33:02PM SINCE THEN, THEY HAVEN'T HAD A SPOT TO MOORE MOOR THE BOATS
05:33:08PM AT.
05:33:09PM AND PELICAN SOUND SOUTH TEMPORARY USE PERMITS FOR THE
05:33:12PM VILLAGE AND IN 2003, A TEMPORARY USE VILLAGE FOR THE
05:33:17PM MOORINGS AS WELL AS 2024.
05:33:19PM NOT FINDING A VALUABLE OPTION FOR THE PERMANENT MOORING IN
05:33:23PM 2025, THEY SOUGHT AGAIN TO HAVE ANOTHER TEMPORARY MOORING
05:33:28PM USE PERMIT.
05:33:28PM BUT WE ARE ALSO LOOKING TO AMEND THE ZONING SO WE NO LONGER
05:33:32PM NEED THAT.
05:33:33PM WE ALSO HAVE ON FILE THAT THERE ARE NO OBJECTIONS FROM THE
05:33:37PM IMMEDIATE RESIDENTS THERE.
05:33:40PM NO OBJECTION FOR IT.
05:33:41PM SO WITH THAT, I WILL LET ERIC GO AHEAD.
05:33:45PM >> MIKE, WHEN YOU SAY IMMEDIATE RESIDENTS, ARE YOU REFERRING
05:33:49PM TO THOSE ACROSS THE RIVER OR ON THE PELICAN SOUND SIDE OF
05:33:52PM THE RIVER?
05:33:53PM >> ACROSS THE RIVER.
05:33:54PM >> THANK YOU FOR CLARIFICATION.

05:33:56PM >> THIS IS ERIC.
05:34:05PM RIGHT ACROSS THE RIVER WAS THE TWO NO OBJECTION LETTERS.
05:34:10PM THANKS, MIKE, FOR ALL THE DETAILS.
05:34:13PM I AM ERIC LONG, THE GENERAL MANAGER OF PELICAN SOUND.
05:34:16PM I HAVE BEEN WITH PELICAN SOUND FOR ALMOST TEN YEARS.
05:34:20PM AND WE REALLY APPRECIATE THE OPPORTUNITY TO GO OVER WHAT WE
05:34:27PM ARE REQUESTING AS PERMANENT MOORING FOR OUR BOAT SHUTTLES AT
05:34:30PM THE EXIST LOWERING OCCASION ON THE ESTERO RIVER.
05:34:32PM AS I OUTLINED, THE REQUEST IS NOT ONLY PRACTICAL AND
05:34:36PM OPERATIONALLY EFFICIENT IT IS ENVIRONMENTALLY RESPONSIBLE IN
05:34:40PM LINE WITH THE CHARACTER AND THE STEWARDSHIP OF PELICAN SOUND
05:34:43PM AND THE ESTERO RIVER CORRIDOR.
05:34:45PM WHY PERMANENT MOORING IS ESSENTIAL.
05:34:48PM SINCE ITS INCEPTION IN EARLY 2004, OUR BOAT SHUTTLES HAVE
05:34:53PM BEEN A CHERISHED AMENITY PROVIDING SAFE AND CONVENIENT
05:34:57PM TRANSPORTATION FOR RESIDENCE BETWEEN PELICAN SOUND AND
05:34:59PM LOVER'S KEY.
05:35:00PM HOWEVER, WITHOUT THE ABILITY TO PERMANENTLY MOOR AT OUR
05:35:07PM EXISTING DOCK, WE HAVE TO TRANSPORT THE VESSEL TO AND FROM
05:35:11PM OFF HAD BEEN SITE MARINAS LIKE FISHTAIL MARINA.
05:35:15PM THAT MARINA HAS BEEN UNABLE TO ACCOMMODATE US SINCE
05:35:19PM HURRICANE IAN.
05:35:20PM THIS SITUATION RESULTS IN UP TO FOUR ADDITIONAL ROUND TRIPS
05:35:23PM PER DAY DURING PEAK SEASON UNNECESSARILY INCREASING RIVER
05:35:28PM TRAFFIC.
05:35:28PM BY ALLOWING PERMANENT MOORING, WE CAN ELIMINATE THE NEED FOR
05:35:33PM DAILY TRANSPORT TO DISTANT MARINAS, SIGNIFICANTLY REDUCE
05:35:38PM CONGESTION ON THE ESTERO RIVER, LOWER FUEL CONSUMPTION AND
05:35:43PM EMISSIONS, REDUCE WEAR AND TEAR ON THE VESSEL WHILE
05:35:47PM DECREASING NAVIGATIONAL RISKS.
05:35:49PM I ALSO WOULD LIKE TO NOTE, AS MIKE MENTIONED, WE HAVE HELD A
05:35:54PM TEMPORARY USE PERMIT WITH THE VILLAGE OF ESTERO TO STORE THE
05:35:58PM BOATS IN THE LOCATION THAT YOU SEE ON THE SCREEN.
05:36:01PM NOW INTERMITTENTLY FOR ABOUT THREE YEARS NOW.
05:36:05PM AND TO OUR KNOWLEDGE, THERE HAVE NOT BEEN ANY COMPLAINTS
05:36:08PM DURING THIS TIME.
05:36:08PM >>Anthony Gargano: LADIES AND GENTLEMEN, YOU WILL HAVE A
05:36:16PM CHANCE.
05:36:16PM >> OUR BOAT CAPTAINS ARE CPR CERTIFIED AND AED CERTIFIED AND
05:36:38PM WE FOLLOW A STRICT PREVENTIVE TO ENSURE OPTIMAL VESSEL
05:36:46PM PERFORMANCE.
05:36:46PM OUR OPERATORS HAVE A STRONG SAFETY AND REGULATORY COMPLIANCE
05:36:49PM RECORD FOR OVER 20 YEARS.
05:36:51PM OUR BOAT OPERATORS EACH WITH EXTENSIVE EXPERIENCE NAVIGATING
05:36:54PM THE RIVER AND BAY NEVER HAD TO REPORT A SAFETY INCIDENT IN
05:37:01PM THE U.S. COAST GUARD.
05:37:02PM 20 YEARS, TWO MINOR IMPACTS, NEITHER OF WHICH HAD INJURY OR
05:37:10PM WAS THE FAULT OF THE OPERATOR OF THE VESSEL INVOLVED APRIL

05:37:16PM 30 INTRODUCED A NEW SHUTTLE WITH AN 18-INCH DRAFT ALLOWING
05:37:23PM IT AND UPGRADED SAFETY MEASURES OF REDUCED OPERATING SPEEDS
05:37:26PM AND PRIORITIZATION OF RIGHT-OF-WAY FOR PADDLE CRAFT AND
05:37:32PM SMALLER VESSELS.
5:37:34PM WE RECOGNIZE THE IMPORTANCE OF COMPLIANCE WITH THE ZONING
5:37:36PM AND ENVIRONMENTAL REGULATIONS.
5:37:37PM TO THAT END, THE EXISTING FLOATING DOCK WILL NOT BE EXPANDED
5:37:38PM OR MODIFIED.
5:37:39PM NO DREDGING OR CONSTRUCTION IS REQUIRED.
5:37:41PM THE VESSEL IS APPROPRIATELY SIZED FOR THE RIVER AND DOES NOT
5:37:44PM OBSTRUCT NAVIGATION AND ALLOWS AMPLE ROOM FOR SAFE PASSAGE.
5:37:48PM OUR OPERATIONS REMAIN CONSISTENT WITH THE INTENT AND SCALE
5:37:51PM OF THE ESTERO RIVER ZONING GUIDELINES.
5:37:53PM THIS REQUEST DOES NOT RESULT IN INCREASED USE OF THE SHUTTLE
5:37:58PM SERVICE.
5:37:58PM PELICAN SOUND IS PROUD OF ITS LONG-STANDING COMMITMENT TO
5:38:02PM ENVIRONMENTAL STEWARDSHIPS.
5:38:04PM WE HAVE A COMMITTEE THAT'S CALLED THE WATER RIVER COMMITTEE
5:38:06PM THAT IS DEDICATED TO EVERYTHING RELATED TO THE RIVER.
5:38:09PM WE HOST ANNUAL RIVER NEIGHBORS EVENT NOW IN THE 7th YEAR
5:38:14PM THAT BRINGS TOGETHER RESIDENTS AND NEIGHBORS AND REGIONAL
5:38:18PM EXPERTS TO DISCUSS WATER QUALITY CONSERVATION, AND
5:38:21PM RESPONSIBLE RIVER USE.
5:38:22PM WE PARTNERED WITH FGCU WATER SCHOOL TO MONITOR RIVER AND
5:38:27PM TIDAL CONDITIONS FOR THE BEST PRACTICE RESEARCH.
5:38:29PM WE COLLABORATED REGULARLY WITH AGENCIES INCLUDING THE FDEP,
5:38:34PM ESTERO BAY AQUATIC PRESERVE, KORESHAN STATE PARK, AND FWC
5:38:40PM PROVIDING THEM ACCESS TO OUR RAMP AND FACILITIES.
5:38:42PM ADDITIONALLY, OUR GOLF COURSE HAS HELD AUDUBON CERTIFICATION
5:38:45PM FOR 22 YEARS UNDERSCORING OUR DEDICATION TO SUSTAINABILITY
5:38:50PM THROUGHOUT OUR COMMUNITY.
5:38:51PM GRANTING THIS REQUEST WILL BE A NATURAL EXTENSION OF OUR
5:38:54PM EFFORTS TO REDUCE ENVIRONMENTAL IMPACT, ENHANCE SAFETY AND
5:38:57PM PROMOTE A HEALTHIER, QUIETER RIVER CORRIDOR.
5:39:00PM IN CLOSING, OUR REQUEST FOR PERMANENT MOORING IS ABOUT
5:39:04PM ENHANCING OPERATIONAL EFFICIENCY, STRENGTHENING COMMUNITY
5:39:07PM CONNECTIVITY AND PRESERVING THE ESTERO RIVER'S NATURAL
5:39:13PM CHARACTER.
5:39:14PM WE REQUEST YOUR APPROVAL TODAY.
5:39:15PM THANK YOU.
5:39:16PM >> WHAT SIZE ARE THE VESSELS?
5:39:22PM >> TWO BOATS AND 11 BY 24 AND 35 BY 10.
5:39:33PM >>Michael Sheeley: WHAT IS THE SCHEDULE OF USE?
5:39:35PM ONCE A DAY?
5:39:36PM >> THEY GO UP THE RIVER.
5:39:37PM IT SHOULD BE IN THE PACKET, BUT BRIEFLY, IN SEASON, WE HAVE
5:39:42PM TWO BOATS THAT RUN 10, 11, 12, AND 1.
5:39:47PM AND 2.

5:39:49PM AND THEN IN THE OFF-SEASON, IT ONLY RUNS ON THE WEEKENDS.
5:39:53PM >>Michael Sheeley: EXPLAIN THAT FURTHER.
5:39:54PM THERE'S FOUR TRIPS A DAY?
5:39:56PM TO THE ISLAND AND BACK?
5:39:58PM >> CORRECT.
5:39:59PM IN THE OFF-SEASON, IT'S THREE TIMES A DAY.
5:40:04PM >>Michael Sheeley: I SEE.
5:40:04PM IS THE ESTERO RIVER, THE FULL LENGTH OF IT A NO-WAKE ZONE OR
5:40:08PM IS THERE WAKE ALLOWED?
5:40:09PM WHAT SPEED ARE YOU GOING IN THESE VESSELS?
5:40:14PM >> AS FAR AS WAKE, THERE ISN'T ANYTHING ON THE RIVER THAT
5:40:17PM REQUIRES WAKE -- NOT UNTIL YOU HIT WEST BAY.
5:40:24PM >>Michael Sheeley: THEN A NO-WAKE ZONE.
5:40:26PM EXPLAIN THE DIFFERENCE BETWEEN TEMPORARY AND PERMANENT
5:40:28PM MOORINGS, PLEASE?
5:40:30PM >> WE'RE REQUESTING TO STORE THE BOAT OVERNIGHT.
5:40:34PM CURRENTLY, OUR ALLOWABLE AMOUNT IS JUST DURING THE DAY.
5:40:38PM >>Michael Sheeley: I SEE.
5:40:39PM HAVE TO MOVE IT TO A MARINA.
5:40:41PM >> YEAH, JUST TO GIVE YOU AN IDEA, IN THE PAST BEFORE THIS
5:40:46PM HURRICANE AND EVERYTHING LIKE THAT, WE WOULD TAKE THE BOATS
5:40:48PM ALL THE WAY TO FISHTAIL MARINA.
5:40:51PM AND IN THE MORNING, THAT'S WHERE I WAS TALKING ABOUT HAVING
5:40:53PM TO BRING THOSE FOUR BOATS UP AND BACK, WE WOULD TAKE THOSE
5:40:57PM BOATS AND BRING THEM TO THOSE DOCKS EVERY SINGLE MORNING,
5:41:01PM TWO BOATS UP.
5:41:02PM AND THEN AT THE END OF THE DAY, WHERE IT'S 4:00 WHERE YOU
5:41:05PM HAVE TO TAKE THE BOATS BACK, TAKE THE BOATS AND BRING THEM
5:41:08PM BACK DOWN TO FISHTAIL MARINA.
5:41:09PM SO THAT INCREASES USAGE BECAUSE THE ONLY OTHER OPTION, TAKE
5:41:15PM THE BOATS OUT OF THE RIVER AND PUT THEM BACK IN THE RIVER
5:41:18PM EVERY SINGLE DAY AND IT WILL SERVE THE SAME PURPOSE.
5:41:22PM >>Michael Sheeley: UNDERSTOOD.
5:41:23PM THANK YOU.
5:41:26PM >>Dan Williams: I HAVE A QUESTION ABOUT THE DRAWING THAT'S
5:41:28PM UP THERE.
5:41:29PM BOAT SHUTTLE MOORING, I TAKE IT THE ONE THAT'S I GUESS ON
5:41:33PM THE SOUTH, IT LOOKS LIKE A SLAB THERE, IS THAT THE TEMPORARY
5:41:37PM MOORING, CURRENT TEMPORARY MOORING AREA?
5:41:41PM >> THE TWO BOXES RIGHT THERE ARE THE EXACT LOCATION OF WHERE
5:41:44PM THE BOATS ARE STORED.
5:41:46PM >>Dan Williams: CURRENTLY.
5:41:48PM >> CURRENTLY.
5:41:48PM >> AND WILL BE IF THIS WAS APPROVED, THE EXACT LOCATION WILL
5:41:52PM BE LONG TERM.
5:41:53PM >>Dan Williams: THERE'S NO CHANGE IN THE TOPOGRAPHY --
5:41:58PM >> CORRECT.
5:41:58PM EVEN WHEN WE REQUESTED FROM THE VILLAGE OF ESTERO THE

5:42:02PM TEMPORARY OVERNIGHT MOORING, THOSE ARE THE EXACT LOCATIONS
5:42:05PM OF WHERE IT'S BEEN STORED ALMOST OFF AND ON FOR ABOUT THREE
5:42:09PM YEARS NOW.
5:42:09PM >>Dan Williams: THANK YOU.
5:42:18PM >> ANY OTHER QUESTIONS?
5:42:20PM >>Anthony Gargano: OKAY.
5:42:22PM THANK YOU.
5:42:22PM ANY OTHER QUESTIONS, BOARD MEMBERS?
5:42:30PM I HAVE A QUESTION.
5:42:33PM SO THE POSITION WHERE THOSE BOXES ARE, THE POSITION OF THE
5:42:41PM BOATS, THE MOORING POSITION THAT'S CURRENTLY ZONED IS WHERE
5:42:47PM THEY WOULD BE OVERNIGHT IF THIS WERE GRANTED.
5:42:52PM >> YES, SIR.
5:42:55PM >>Barry Jones: HOW WILL THEY BE LIT?
5:42:57PM YOU HAVE A BOAT ON THE WATER AT NIGHT, NOT ON A DOCK OR
5:43:01PM ANYTHING, SOMEBODY IS COMING DOWN THE RIVER, ARE THESE BOATS
5:43:03PM REQUIRED TO BE LIT AT NIGHT?
5:43:05PM IF I GO AND ANCHOR UP IN THE MIDDLE OF THE CHANNEL OR RIVER,
5:43:09PM I HAVE TO HAVE MY BOAT LIGHTS ON, MOORING LIGHTS.
5:43:12PM >> THE DOCK HAS LIGHTS ON THE DOCK.
5:43:15PM >>Barry Jones: THE DOCK IS GOING TO BE SUFFICIENT TO
5:43:17PM ILLUMINATE, OTHERWISE YOU'LL DEAL WITH ARMY CORPS WHEN YOU
5:43:22PM GET THERE.
5:43:23PM THE CURRENT RAMP THAT YOU HAVE RIGHT NOW, YOU CAN TAKE THESE
5:43:25PM BOATS IN AND OUT OF THAT RAMP, SO THAT IS A VIABLE OPTION IF
5:43:29PM YOU HAD TO.
5:43:30PM >> THAT WOULD BE THE WORST-CASE SCENARIO, YES, SIR.
5:43:31PM >>Barry Jones: DO YOU HAVE AN OPERATIONAL PROTOCOL FOR STORM
5:43:35PM EVENTS WHERE WE KNOW THESE BOATS WILL BE REMOVED IN THE
5:43:38PM EVENT OF XYZ?
5:43:40PM >> YEAH, ABSOLUTELY.
5:43:41PM AND FOR MAINTENANCE, IT WILL BE REQUIRED TO PULL THE BOATS
5:43:43PM OUT.
5:43:44PM >>Barry Jones: 24 HOUR POINT OF CONTACT WITH THE VILLAGE OR
5:43:47PM SOMEBODY IN THE EVENT THAT IF A BOAT BREAKS FREE OR
5:43:50PM SOMETHING, SOMEBODY CAN BE CONTACTED.
5:43:52PM >> ABSOLUTELY.
5:43:52PM >>Barry Jones: FREE-FLOATING ONE, A PERMANENT MOORING BALL,
5:43:57PM ANCHOR OR PILES DRIVEN?
5:43:58PM WHAT IS THE CONCEPT?
5:43:59PM >> THERE IS ALREADY A PILING THERE.
5:44:02PM >>Barry Jones: SINGLE PILE.
5:44:04PM HAVE TO DO --
5:44:08PM [INDISCERNIBLE]
5:44:08PM THAT'S MY COMMENTS ON IT.
5:44:11PM THEY HAVE AN OPERATIONAL PROTOCOL TO GET THEM OUT, RECOVERY
5:44:14PM AND 24 HOUR CONTACT, THAT WOULD BE MY PRIMARY POINTS OF
5:44:19PM CONCERN AND MY QUESTIONS.

5:44:24PM >>Anthony Gargano: THANK YOU, BARRY.
5:44:26PM >>Dan Williams: ASK A COUPLE OF OTHER QUESTIONS.
5:44:28PM I'M CURIOUS, WHAT IS THE CURRENT STATUS OF THE FISHTAIL
5:44:30PM MARINA?
5:44:31PM SINCE YOU'RE SAYING, THAT'S NOT AVAILABLE, THAT'S WHY WE
5:44:38PM HAVE THE TEMPORARY.
5:44:39PM I'M CURIOUS, IS IT NOW AVAILABLE?
5:44:46PM >> WE'RE UNDERSTANDING THEY DON'T HAVE A DATE FOR OPENING
5:44:48PM BACK UP.
5:44:49PM THE BALL KEEPS ON MOVING AS FAR AS OPTIONS WHEN THAT WOULD
5:44:55PM BE AVAILABLE.
5:44:58PM >>Dan Williams: THANK YOU.
5:44:58PM ALSO, THE WRITE-UP SAYS A TEMPORARY USE PERMITS ISSUED IN
5:45:02PM 2023.
5:45:03PM WERE THOSE THE PERMITS ISSUED BY ESTERO OR BY THE COUNTY?
5:45:08PM >>Mary Gibbs: NO, WE ISSUED THOSE PERMITS WHEN THEY CAME TO
5:45:10PM US AND SAID, WE HAVE A DILEMMA BECAUSE OF THE HURRICANE AND
5:45:14PM NOW WE CAN'T GO TO FISHTAIL ANYMORE AND WE HAVE NO PLACE TO
5:45:18PM GO.
5:45:18PM BASICALLY THEY HAD LOOKED AROUND.
5:45:20PM SO WE ISSUED THE TEMPORARY PERMITS HERE IN THE VILLAGE FOR
5:45:24PM LIKE SIX MONTHS AT A TIME.
5:45:26PM WE SAID WE'LL ISSUE AND WE WILL MONITOR AND SEE IF IT
5:45:28PM CREATES ANY PROBLEMS OR IF WE GET COMPLAINTS OR IF WE HEAR
5:45:31PM FROM THE PEOPLE ACROSS THE RIVER.
5:45:33PM SO WE HAVE DONE THOSE LIKE SIX MONTHS AT A TIME, IF THERE'S
5:45:38PM NOT PROBLEM, ISSUE ANOTHER ONE.
5:45:41PM WE HAVE ISSUED I THINK FOUR OF THOSE.
5:45:43PM >>Dan Williams: HAS NOT BEEN OPPOSITION --
5:45:46PM >>Mary Gibbs: I KNOW I HEARD PEOPLE BEHIND ME GRUMBLING.
5:45:49PM IN TERMS OF PEOPLE CONTACTING US, WE HAD NOT BEEN CONTACTED.
5:45:53PM I HEARD ANECDOTALLY CLOSE CALLS ON THE RIVER WITH PEOPLE
5:45:56PM BECAUSE THE RIVER IS NARROW AND SOME PEOPLE ARE BAD BOATERS.
5:46:01PM ANECDOTALLY, NOBODY HAS EVER CONTACTED US OFFICIALLY AND
5:46:07PM SAID PELICAN SOUND HAS CREATED A PROBLEM.
5:46:12PM >> JUST TO ADD, ALSO DURING THE TIME GOT THE NO OBJECTION
5:46:15PM LETTERS FROM ACROSS THOSE TWO HOUSES -- PARCELS ACROSS THE
5:46:18PM RIVER.
5:46:21PM >>Mary Gibbs: THOSE ARE THE PEOPLE DIRECTLY ACROSS, SO WHEN
5:46:25PM -- NOW THAT I HAVE TO DO THE ZONING AMENDMENT, IT'S REQUIRED
5:46:28PM THAT THEY SEND NOTIFICATION LETTERS TO EVERYBODY WITHIN 750
5:46:33PM FEET, WHICH I THINK IS WHY SOME PEOPLE HAVE KNOWN ABOUT
5:46:37PM THIS.
5:46:42PM >>Barry Jones: CAN I ASK A SILLY QUESTION?
5:46:44PM DOES THE VILLAGE OF ESTERO HAVE ANY CONTROL OVER THE RIVER
5:46:49PM ITSELF OR DEP AND STATE OF FLORIDA SETS SPEED LIMITS?
5:46:53PM >>Mary Gibbs: WE DO NOT HAVE CONTROL.
5:46:55PM I THINK WHEN OUR PRIOR MAYOR, KATY ERRINGTON TRIED TO GET

5:47:01PM WITH PELICAN SOUND AND THE WEST COAST INLAND NAVIGATION
5:47:06PM DISTRICT, THE SHERIFF, TO TRY TO GET SPEED LIMIT SIGNS AND
5:47:11PM SAFETY PATROLS, BUT WE REALLY HAVE NO AUTHORITY FOR THAT.
5:47:15PM WE HAVE TRIED IN THE PAST TO WORK WITH EVERYBODY BECAUSE WE
5:47:19PM KNOW THAT THE RIVER IS IMPORTANT AND IT'S NARROW AND IT'S
5:47:24PM SHALLOW.
5:47:25PM IN TERMS OF US HAVING AUTHORITY, NO.
5:47:28PM >>Barry Jones: OKAY.
5:47:29PM THANK YOU.
5:47:29PM I HAD NO BASIS OF UNDERSTANDING.
5:47:34PM >>Anthony Gargano: ANY OTHER QUESTIONS?
5:47:35PM I'M GOING TO OPEN IT TO THE PUBLIC.
5:47:41PM TAMMY, I GUESS WE HAVE SOME CARDS.
5:47:42PM >>Tammy Duran: YES.
5:47:43PM BRIAN IS FIRST.
5:47:46PM THEN DAMIEN SECOND.
5:47:53PM >> I'M BRIAN STROJNY.
5:47:55PM A RESIDENT OF PELICAN SOUND.
5:47:58PM I'M ALSO A LOCAL CHARTER CAPTAIN AND INSTRUCTOR FOR THE
5:48:01PM COAST GUARD.
5:48:01PM ONE THING I'D LIKE TO REALLY EMPHASIZE HERE IS THAT WE HAVE
5:48:06PM REALLY WORKED HARD TO REACH OUT TO OUR NEIGHBORS ACROSS THE
5:48:13PM RIVER HERE, AND OUR FOCUS IS REALLY TO MAKE SURE THAT RIVER
5:48:16PM IS SAFE.
5:48:17PM AS ERIC SAID, WE'VE RESPONDED TO SOME EMERGENCIES.
5:48:21PM OUR SHUTTLE, OUR NEW SHUTTLE OPERATOR THAT WAS RECENTLY
5:48:24PM ADDED DID JUST RESPOND TO A FATALITY, AND THEY ASSISTED AS
5:48:29PM BEST THEY COULD WITH THE FIRST RESPONDERS.
5:48:31PM IT'S ALSO IMPORTANT TO MENTION THAT THE TRAFFIC ON THE RIVER
5:48:36PM IS SOMETHING THAT CONCERNS ALL OF US.
5:48:39PM WE VALUE THIS RESOURCE.
5:48:41PM IT REALLY IS SOMETHING SPECIAL FOR THE PEOPLE, THOSE OF US
5:48:44PM WHO LIVE ON THE RIVER.
5:48:45PM PROVIDING THE SHUTTLE ITSELF IS REALLY NOT IN QUESTION HERE
5:48:51PM TODAY.
5:48:51PM IT'S REALLY THE MOORING.
5:48:53PM I THINK THAT'S SOMETHING THAT I WANT TO MAKE SURE THAT WE
5:48:55PM SHARE WITH OUR NEIGHBORS ACROSS THE RIVER IS THAT WE WILL
5:49:00PM HAVE TO BRING THE SHUTTLE UP AND DOWN THE RIVER.
5:49:03PM IT WILL RESULT IN MORE TRIPS, AS ERIC SAID.
5:49:06PM IT'S REALLY JUST A MATTER OF THE MOORING ITSELF.
5:49:08PM I CAN TELL YOU THAT LOCATION IS A WIDER SPOT IN THE RIVER.
5:49:12PM YOU ARE ABLE TO GET TWO VESSELS THAT CAN PASS SAFELY.
5:49:16PM SO IT ISN'T AS IF IT'S TOO TIGHT OR RESTRICTING IN THAT
5:49:20PM AREA.
5:49:21PM THERE ARE OTHER PARTS OF THE RIVER THAT ARE ACTUALLY MORE
5:49:23PM NARROW.
5:49:23PM IT'S ALSO IMPORTANT TO MENTION THAT IF WE WERE FORCED TO

5:49:28PM BACK SHOWS SHUTTLES DOWN OUR RAMP EVERY DAY, THAT WOULD ALSO
5:49:34PM CREATE A TRAFFIC SITUATION.
5:49:37PM WITH THE LENGTH OF THE SHUTTLES HAVING TO GO PERPENDICULAR
5:49:40PM TO THAT WATERWAY, IT WOULD STOP TRAFFIC FOR SOME TIME.
5:49:43PM I THINK THAT THAT WOULD ACTUALLY BE MORE OF A DISSERVICE TO
5:49:47PM OUR FRIENDS ACROSS THE RIVER AND OTHER BOATERS, KAYAKERS AND
5:49:51PM PADDLERS ON THE RIVER.
5:49:53PM I THINK IT'S, AGAIN, JUST AS A SPOKESPERSON FOR NOT ONLY THE
5:49:56PM PUBLIC BUT ALSO FOR OTHER CAPTAINS AND BOATERS, IT'S A
5:50:02PM MATTER OF SAFETY.
5:50:03PM WE FEEL THAT REDUCING TRIPS UP AND DOWN THE RIVER IS REALLY
5:50:07PM KEY HERE.
5:50:09PM AND WE WOULD VERY MUCH LIKE TO GET THE APPROVAL TO STORE THE
5:50:13PM SHUTTLES THERE PERMANENTLY.
5:50:15PM THANK YOU FOR LISTENING.
5:50:18PM >>Tammy Duran: DAMIEN.
5:50:27PM >> GOOD EVENING.
5:50:27PM I AM PROBABLY THE ONLY PERSON IN THIS ROOM THAT WAS HERE FOR
5:50:32PM THE ORIGINAL ZONING HEARINGS IN 1995.
5:50:36PM AND THE REASON THAT THIS DEVELOPMENT WAS APPROVED ORIGINALLY
5:50:40PM IS THAT IT WAS GOING TO BE A PASSIVE USE OF THE RIVER.
5:50:44PM SO YOU HAD ZONING ADJUSTMENTS FOR ZONING YEAR AFTER YEAR
5:50:47PM AFTER YEAR, WHERE DOES IT END?
5:50:49PM LIKE, WHY DO YOU HAVE ZONING IF YOU KEEP MODIFYING THE
5:50:53PM ZONING?
5:50:54PM THE SECOND POINT I WANT TO BRING OUT THERE WAS A STATEMENT
5:50:59PM MADE THERE WERE NO COMPLAINTS.
5:51:01PM I PERSONALLY COMPLAINED OR CALLED FWC, PELICAN SOUND.
5:51:05PM I SPOKE TO THE MANAGER THERE TWICE ABOUT INCIDENTS THAT I'VE
5:51:08PM HAD WITH THEIR CHARTER COMPANY.
5:51:10PM I WAS ON THE RIVER ON A KAYAK.
5:51:14PM I WAS NEARLY PUSHED INTO THE MANGROVES.
5:51:17PM THE CAPTAIN OF THE BOAT STOPPED, YELLED AT ME IN FRONT OF
5:51:20PM HIS WHOLE CHARTER THAT I WAS ON THE WRONG SIDE OF THE RIVER.
5:51:24PM I AM A COAST GUARD -- I HAVE BEEN A COAST GUARD CAPTAIN FOR
5:51:27PM TEN YEARS.
5:51:28PM I WAS NOT ON THE WRONG SIDE OF THE RIVER.
5:51:31PM A WEEK LATER THAT SAME CAPTAIN CHASED ME DOWN IN HIS 35-FOOT
5:51:37PM BOAT.
5:51:38PM I WAS ON A 12-FOOT PADDLEBOARD.
5:51:40PM HE CHASED ME DOWN TO YELL AT ME AGAIN, DEMANDING AN APOLOGY
5:51:45PM FROM ME IN FRONT OF HIS WHOLE CHARTER.
5:51:49PM THAT'S WHAT WE'RE DEALING WITH.
5:51:51PM AND THE ESTERO RIVER IS SUPPOSED TO BE AN OUTSTANDING
5:51:55PM WATERWAY.
5:51:56PM IF IT IS, THEN YOU NEED TO PROTECT IT.
5:51:58PM I'M HAPPY TO ANSWER ANY QUESTIONS.
5:52:02PM DAMIEN LIN.

5:52:03PM I LIVE ON THE RIVER.
5:52:06PM I HAVE BEEN A COAST GUARD CAPTAIN FOR TEN YEARS.
5:52:09PM I'M ALSO AN AVID PADDLER.
5:52:11PM >>Barry Jones: DID YOU FILE A COMPLAINT WITH FWC?
5:52:14PM >> FWC, FILED A COMPLAINT.
5:52:17PM >>Barry Jones: GIVE YOU A REPORT NUMBER?
5:52:19PM >> NO, THEY DIDN'T RESPOND.
5:52:20PM I COMPLAINED TWICE.
5:52:22PM I CALLED THE CHARTER COMPANY THREE TIMES.
5:52:25PM >>Barry Jones: WHEN DID THIS OCCUR APPROXIMATELY?
5:52:28PM >> ROUGHLY TWO MONTHS AGO.
5:52:31PM I SPOKE TO THE RIVER -- THE MANAGER OF PELICAN SOUND TWICE.
5:52:36PM EITHER YOU'RE UNAWARE OF IT OR NOT ADMITTING IT, BUT I
5:52:40PM COMPLAINED TWICE.
5:52:41PM >>Barry Jones: HOW LONG HAVE YOU BEEN PADDLING AND
5:52:43PM INTERACTING ON THE RIVER?
5:52:47PM >> 1992.
5:52:49PM >>Barry Jones: HAVE YOU HAD A HISTORY OF THIS.
5:52:51PM >> NEVER.
5:52:53PM THE CHARTER COMPANY BEFORE THIS WAS VERY RESPECTFUL.
5:52:56PM >>Barry Jones: I SEE.
5:52:57PM SO THERE'S BEEN A CHANGE IN OPERATORS.
5:52:59PM >> YES.
5:52:59PM >>Barry Jones: OKAY.
5:53:00PM I'M SORRY.
5:53:01PM I'M TRYING TO PIECE THIS TOGETHER.
5:53:02PM >> THE CHARTER COMPANY BEFORE, IF THEY WOULD SEE ME, THEY
5:53:05PM WOULD SLOW DOWN.
5:53:06PM THEY WOULD WAVE.
5:53:08PM THEY WOULD TELL ME I WAS GOING TOO FAST ON MY PADDLEBOARD AS
5:53:13PM A JOKE.
5:53:14PM THEY WERE VERY RESPECTFUL.
5:53:15PM THE PRESENT CHARTER COMPANY HAS ABSOLUTELY NO RESPECT FOR
5:53:18PM OTHER BOATERS, OTHER PADDLERS.
5:53:20PM THEY FEEL LIKE THEY OWN THE RIVER.
5:53:23PM IT'S NOT FAIR.
5:53:24PM IT'S NOT SAFE.
5:53:27PM >>Barry Jones: I BOAT A LOT TOO.
5:53:29PM YOU UNDERSTAND WHAT MARY JUST SAID, WE HAVE NO AUTHORITY.
5:53:32PM THAT'S WHY I'M TRYING TO MAKE SURE WE GET WITH FWC IF THERE
5:53:37PM IS AN ISSUE AND GET NOTED.
5:53:40PM >> THANK YOU.
5:53:43PM >>Tammy Duran: I THINK IT IS ROSS.
5:53:45PM BUT THE LAST NAME IS GRADY.
5:53:46PM SORRY.
5:53:53PM >> ROB GRADY.
5:53:54PM MY CHICKEN SCRATCH.
5:53:56PM MY WIFE AND I HAVE LIVED ON THE RIVER, ESTERO RIVER HEIGHTS

5:54:01PM FOR 20 YEARS.
5:54:02PM A LOT OF BOAT TRAFFIC.
5:54:04PM IT IS A HIDDEN GEM IN ESTERO, AS WE ALL KNOW.
5:54:07PM IT'S ALSO DESIGNED OR NATURALLY BUILT FOR SMALLER BOATS.
5:54:11PM I HAVEN'T HEARD THE GENTLEMAN SAY THAT THEY -- I EVEN HEARD
5:54:15PM A GENTLEMAN SAY THEY DOWN SIZE ONE OF THE BOATS.
5:54:17PM OBVIOUSLY, THE BOAT THEY HAD BEFORE WAS TOO BIG.
5:54:20PM THEY RUN TWO BOATS FOUR TIMES A DAY UP AND DOWN THAT RIVER.
5:54:23PM DURING SEASON, THERE IS A LOT OF BOAT TRAFFIC.
5:54:26PM A LOT OF KAYAKERS.
5:54:27PM A LOT OF CANOERS IN THERE.
5:54:29PM THOSE BIG BOATS PLAY HAVOC WITH SMALLER BOATS, SMALLER
5:54:33PM KAYAKS, PADDLEBOARDS.
5:54:35PM THE ORIGINAL DEVELOPMENT I'M NOT SURE ENCOMPASSED WHAT IT IS
5:54:40PM TODAY OR WHAT IS BEING INTENDED FOR.
5:54:43PM I JUST HEARD THAT THE VILLAGE HAS NO REAL AUTHORITY OVER THE
5:54:47PM RIVER.
5:54:48PM WELL, YOU KIND OF DO HAVE AUTHORITY BECAUSE IF YOU'RE GOING
5:54:51PM TO ALLOW FURTHER DEVELOPMENT FOR COMMERCIAL TRAFFIC ON THE
5:54:56PM RIVER, YOU'RE AIDING INTO THE DOWN-GRADE OF WHAT WE CALL AS
5:55:02PM A GEM IN ESTERO.
5:55:03PM PRIOR TO THE CURRENT COMPANY THAT RUNS THE SHUTTLES, THE
5:55:10PM SHUTTLE BOAT WAS ACTUALLY MOORED UP THE RIVER A LITTLE BIT
5:55:13PM ON A PRIVATE LOT IN CHARING CROSS.
5:55:18PM MR. FARMER RENTED A DOCK FOR YEARS UP UNTIL IAN HIT AND HE
5:55:22PM LOST THE DOCK, SO THEY MOVED BACK OVER TO WHERE THEY ARE AT
5:55:25PM NOW.
5:55:25PM THE TWO LETTERS OF NO OBJECTIONS, THERE'S ABOUT 30 HOMES OR
5:55:32PM PROPERTIES ALONG THE RIVER, BUT ONLY TWO GOT LETTERS.
5:55:36PM I ALSO HEARD TODAY THAT THEY REACHED OUT TO ALL THE
5:55:41PM HOMEOWNERS AND ASKED OUR OPINIONS.
5:55:43PM THEY DIDN'T DO THAT.
5:55:44PM WE WOULD GLADLY GIVE OUR OPINION.
5:55:47PM WE DON'T MIND BOAT TRAFFIC.
5:55:48PM WE KNOW WE HAVE TO LIVE WITH THAT.
5:55:50PM IT IS THE SIZE, THE TYPE, THE FREQUENCY.
5:55:52PM COMING UP AND DOWN THAT RIVER.
5:55:54PM AGAIN, LIKE DAMIEN SAID, WITH NO RESPECT.
5:55:57PM I KNOW WE CAN'T CONTROL BOATERS AND THEIR ACTIONS.
5:56:01PM HOWEVER, THE MORE BOAT TRAFFIC, COMMERCIAL VESSELS, GOT TO
5:56:06PM GET TO THAT ISLAND, DROP OFF THE TOURISTS, GET BACK, PICK UP
5:56:09PM ANOTHER LOAD, FOUR TIMES A DAY, TWO BOATS, THAT'S A LOT OF
5:56:12PM TRAFFIC COMING IN AND OUT.
5:56:14PM THE FERRY SERVICE NEEDS THESE DOCKS BECAUSE THEY CANNOT FIND
5:56:19PM A VIABLE OPTION.
5:56:20PM IS THAT REALLY OUR RESPONSIBILITY FOR A BUSINESS?
5:56:24PM BECAUSE THEY ARE A BUSINESS, FOR US TO BEAR WHAT THEY WANT
5:56:28PM TO DO?

5:56:29PM LET THEM GO FIND SOMEPLACE ELSE TO MOOR THEIR BOATS.
5:56:35PM WHAT HAPPENS WITH THE NEW DEVELOPMENT THAT'S BEEN APPROVED
5:56:37PM ON 41 AND CORKSCREW?
5:56:39PM GOING TO BE A WALKING COMMUNITY.
5:56:41PM GOING TO HELP WITH MORE TRAFFIC ON THE RIVER, MORE KAYAKS,
5:56:46PM MORE SMALL WATERCRAFT, BUT NOW WE'VE GOT THESE TWO, ONLY TWO
5:56:51PM COMMERCIAL VESSELS GOING UP AND DOWN THE RIVER EIGHT TIMES A
5:56:54PM DAY.
5:56:55PM OBVIOUSLY, YOU CAN SEE THAT WE ARE IN OBJECTION TO HAVING
5:56:59PM ANY COMMERCIAL VEHICLES UP AND DOWN THAT RIVER, ESPECIALLY
5:57:03PM ONES THAT AREN'T RESPECTFUL AND IF WE GIVE THEM THIS, IT'S
5:57:06PM ONLY GOING TO GROW.
5:57:10PM >>Barry Jones: YOU MENTIONED FURTHER TRAFFIC.
5:57:11PM DO YOU UNDERSTAND WHAT THEY ARE PROPOSING IS GOING TO REDUCE
5:57:13PM THE NUMBER OF TRIPS?
5:57:14PM >> THAT'S WHAT THEY SAY.
5:57:16PM >>Barry Jones: IT MAKES SENSE.
5:57:17PM IT PASSES MY STRAIGHT FACE TEST.
5:57:20PM IF YOU DON'T HAVE TO DRIVE IT BACK OUT TO THE MARINA, YOU
5:57:23PM DON'T HAVE TO DRIVE IT BACK OUT.
5:57:25PM >> WHY DOES IT HAVE TO BE MOORED AT ALL?
5:57:27PM LET THEM PUT IT ON A TRAILER AND DROP IT BACK IN.
5:57:31PM >>Barry Jones: TAKING IN AND OUT OF THE RIVER, CROSS FLOW
5:57:33PM AND PERPENDICULAR IS, WHAT, TWICE A DAY DURING PEAK PERIODS
5:57:36PM IN THE MORNING AND THE EVENINGS.
5:57:39PM I KNOW WHEN I GO UP AND DOWN THAT RIVER AND YOU PROBABLY,
5:57:42PM TOO, IF YOU LIKE TO FISH IN THE MORNING, IT IS THE SAME TIME
5:57:45PM THEY WILL BE TAKEN OUT.
5:57:46PM I CAN UNDERSTAND THAT.
5:57:47PM MY OTHER QUESTION WAS, YOU MENTIONED TAKING TOURISTS BACK
5:57:51PM AND FORTH.
5:57:52PM THERE ARE A LOT OF RESIDENTS THAT LIVE THERE.
5:57:54PM EVERY RESIDENT THAT GOES THERE ON A BOAT DOESN'T GO THERE IN
5:57:57PM A CAR.
5:57:58PM I CAN APPRECIATE THAT SERVICE.
5:58:01PM I DEAL WITH THOSE PEOPLE BECAUSE I FISH AROUND THE DOCKS A
5:58:05PM LOT.
5:58:05PM I HAVEN'T NOTICED A CHANGE.
5:58:07PM IF THERE IS A CHANGE, IT NEEDS TO BE ADDRESSED.
5:58:09PM I'M SPEAKING AS ONE PERSON HERE.
5:58:12PM I DON'T LIVE ON THE RIVER, BUT I USE THE RIVER QUITE A BIT
5:58:16PM TOO.
5:58:16PM THE OTHER THING, YOU SAID FURTHER TRAFFIC.
5:58:22PM DO YOU THINK EACH PROPERTY OWNER HAS A RIGHT TO PUT A VESSEL
5:58:26PM BEHIND THEIR PROPERTY BY RIGHT?
5:58:29PM >> YES, BUT WE HAVE TO COME TO YOU TO GET APPROVAL FOR A
5:58:32PM PERMIT.
5:58:32PM >>Barry Jones: YOU HAVE TO GO I THINK FDEP AND STATE TO GET

5:58:37PM A DOCK.
5:58:38PM AGAIN, THAT'S OUTSIDE OF OUR CONTROL.
5:58:41PM A LOT OF THINGS I'M HEARING HERE, ESPECIALLY WITH THE GROWTH
5:58:44PM AND KAYAKING, I'LL DO EVERYTHING I CAN TO TRY TO WORK TO
5:58:48PM IMPLEMENT A SLOW SPEED ZONE OR SOMETHING, ESPECIALLY THROUGH
5:58:52PM WORST PARTS OF THIS RIVER.
5:58:54PM IT'S BEEN DONE ELSEWHERE.
5:58:55PM MY QUESTION TO THE APPLICANT WOULD BE, IF THAT IS IN
5:58:59PM PROCESS, IS THAT SOMETHING, OR IF THE VILLAGE WAS TO PURSUE
5:59:04PM SOMETHING LIKE THAT, IS THAT SOMETHING YOU WOULD OBJECT TO?
5:59:07PM I'M SORRY, WOULD YOU MIND STATING YOUR NAME AND PUTTING IT
5:59:11PM ON THE RECORD, PLEASE?
5:59:13PM >> THIS IS ERIC.
5:59:15PM OBJECTION TO --
5:59:17PM >>Barry Jones: WORKING TO ESTABLISH SLOWER SPEEDS?
5:59:20PM >> OH, ABSOLUTELY.
5:59:21PM >>Barry Jones: MAKE IT SAFER UP AND DOWN THE RIVER.
5:59:24PM >> ULTIMATELY WE'RE ALL NEIGHBORS HERE.
5:59:25PM IF WE NEED TO DO SOMETHING --
5:59:27PM >>Barry Jones: ANYTIME THE VILLAGE TRIES TO DO SOMETHING,
5:59:31PM THE MORE THE BUY-IN FROM THE COMMUNITY, THE MORE A BETTER
5:59:34PM CHANCE FOR SUCCESS.
5:59:36PM >> ULTIMATELY, IF YOU HEARD THE ONE THING I MENTIONED WAS
5:59:38PM THE ESTERO RIVER NEIGHBORS MEETING, THAT IS OPEN TO ANYONE
5:59:42PM THAT CAN COME TO IT.
5:59:43PM OUR DOORS ARE OPEN, AND THAT'S WHERE WE TALK ABOUT WATER
5:59:47PM QUALITY.
5:59:48PM WE TALK ABOUT CONSERVATION.
5:59:49PM WE TALK ABOUT -- WE DO TALK ABOUT SPEED.
5:59:54PM ULTIMATELY TALK ABOUT ALL THE ISSUES WITH THE SEDIMENT AND
5:59:57PM THAT IS THE BIG PROCESS THAT'S OVER FOUR AND A HALF YEARS
6:00:00PM NOW OF PERMITTING.
6:00:02PM AND ULTIMATELY THERE IS CONCERN AS FAR AS THE NEED FOR
6:00:07PM DREDGING.
6:00:08PM >>Barry Jones: THE PRIMARY CONCERN IS THE SPEED AND
6:00:11PM DIFFERENCE IN SPEED BETWEEN THE DIFFERENT TYPES OF CRAFTS.
6:00:13PM I DRIVE A MOTORIZE.
6:00:17PM I LIKE TO FISH, I DON'T KAYAK AS MUCH.
6:00:21PM WOULDN'T WANT TO GO SLOW SPEED ALL THE WAY BUT I REALIZE THE
6:00:24PM CHARACTER OF THE RIVER.
6:00:25PM >> JUST TO CLARIFY, WE HAD FOR A TEMPORARY PERIOD A SMALLER
6:00:29PM BOAT SHUTTLE THAT DIDN'T DRAFT TO THE LEVEL WE HAVE NOW.
6:00:35PM THAT HAS NOW BEEN REPLACED.
6:00:38PM >>Barry Jones: CAN I ASK PEOPLE THAT MAY HAVE BEEN INVOLVED,
6:00:42PM HOW MUCH OF THIS RIVER IS REALLY CRITICAL AS FAR AS SLOW
6:00:49PM SPEED?
6:00:49PM BECAUSE YOU HAVE AN OPERATIONAL PROTOCOL JUST LIKE PULLING
6:00:53PM YOUR BOAT IN AND OUT DURING A STORM, YOU CAN HAVE YOUR

6:00:56PM OPERATOR FOLLOW, CORRECT?
6:00:56PM INDEPENDENT OF WHAT THE STATE SAYS YOU HAVE TO DO.
6:01:05PM SORRY IF I'M GOING OFF ON FACT FINDING.
6:01:07PM >> I WAS HOPING THIS WOULD COME UP BECAUSE THE DREDGING HAS
6:01:09PM BEEN AN IMPORTANT TOPIC.
6:01:12PM MY OPINION IS THAT IF WE ARE ABLE TO GET SAFE DEPTH FOR
6:01:18PM BOATS TO OPERATE AT SLOWER SPEEDS, AS YOU KNOW, PEOPLE COME
6:01:23PM OFF PLANE AND OFTEN WILL END UP GETTING HUNG UP ON A SANDBAR
6:01:27PM OR OYSTER BAR.
6:01:29PM IF WE'RE ABLE TO ACHIEVE SAFER DEPTHS, I WOULD BE IN FULL
6:01:32PM SUPPORT OF THE ENTIRE MOUTH OF THE RIVER, THAT WOULD BE THE
6:01:35PM LAST HALF MILE OF THE RIVER WHERE WE HAVE FOUR VERY
6:01:39PM DANGEROUS TURNS, TWO IN PARTICULAR, THAT THOSE WOULD BECOME
6:01:43PM NO WAKE.
6:01:44PM ABSOLUTELY.
6:01:45PM I DON'T KNOW THAT THE ENTIRE RIVER, I MEAN, WE HAVE NICE
6:01:48PM STRAIGHTAWAYS.
6:01:50PM >>Barry Jones: TALKING.
6:01:51PM HALF MILE, HALF MILE.
6:01:53PM >> SAFE SPEED IS CONSIDERED 25 MILES AN HOUR.
6:01:55PM THERE ARE A LOT OF BOATS THAT WE SEE GOING UP AND DOWN THAT
6:01:58PM RIVER MUCH FASTER THAN THAT.
6:01:59PM WE WOULD BE WELL IN SUPPORT OF A SPEED LIMIT IN THOSE SAFE
6:02:03PM ZONES WHERE YOU COULD BE HIGH SPEED.
6:02:05PM BUT I WOULD SAY MOUTH OF THE RIVER, OUR EVENTUAL GOAL
6:02:10PM WOULDN'T BE OUT OF THE QUESTION TO MAKE THAT NO WAKE OR
6:02:13PM MINIMUM WAKE.
6:02:15PM >>Barry Jones: I'M TRYING TO FIND A COMPROMISE HERE THAT
6:02:17PM ADDRESSES YOUR RIGHTS, BUT ALSO ADDRESSES THEIR CONCERNS AND
6:02:21PM ADDRESSES -- AND I DON'T KNOW THE KAYAK OPERATION BUSINESS
6:02:25PM HERE IS NOT, BUT THEY GOT A MAJOR CONCERN THERE TOO.
6:02:28PM WE ALL DEAL WITH SAFETY ON THAT RIVER.
6:02:30PM IF YOU DON'T MIND, I WANT TO ASK YOU ONE MORE QUESTION.
6:02:32PM IS THE VESSEL MOORED STRICTLY ON A PILING AWAY FROM A DOCK
6:02:37PM REQUIRED TO BE LIT IF IT WILL BE THERE OVERNIGHT?
6:02:40PM >> IF IT'S UP AGAINST THE DOCK, TIED TO THE DOCK, NOT
6:02:43PM NECESSARILY REQUIRED.
6:02:45PM >>Barry Jones: SECOND ONE ISN'T TIED TO THE DOCK?
6:02:47PM >> IT IS ALSO TIED TO THE END OF THE DOCK.
6:02:49PM THEY ARE BOTH TIED TO THE DOCK.
6:02:54PM IF IT WAS FREE AND MOORED, YOU ARE CORRECT, IT WOULD NEED A
6:02:59PM SINGLE WHITE LIGHT.
6:03:00PM BOTH ARE ACTUALLY TIED TO THE DOCK.
6:03:04PM >>Barry Jones: THANK YOU FOR THE CLARIFICATION.
6:03:06PM >> WHAT ABOUT REDUCING THE SIZE OF THE BOATS?
6:03:08PM WE HEARD THEY UPGRADED THE SIZE OF THE BOAT EVEN THOUGH THE
6:03:12PM DRAFT WAS LOWER --
6:03:14PM >>Barry Jones: REDUCE THE SIZE, THEN INCREASE THE TRIPS

6:03:17PM BECAUSE YOU HAVE MORE PEOPLE.
6:03:18PM I DON'T KNOW HOW TO FIND A WIN-WIN, BUT I'M TRYING.
6:03:27PM >> TO BE CLEAR, WE RESTRICT THE AMOUNT OF FOLKS THAT GO ON
6:03:29PM THE BOAT.
6:03:30PM THE BOAT CAN STORE 24 PEOPLE AND WE LIMIT IT TO 20.
6:03:35PM JUST TO GIVE YOU AN IDEA, IN SEASON, FOR THE COURSE OF A
6:03:40PM YEAR, I HAVE THE DATA, BUT WE TAKE ROUGHLY ON AVERAGE IN A
6:03:44PM YEAR 5,200 FOLKS DOWN THAT RIVER EVERY SINGLE YEAR.
6:03:50PM ALL FROM PELICAN SOUND AND THEIR GUESTS.
6:03:56PM >>Kristin Jeannin: IN GENERAL YOU'D SAY THE BOATS ARE FULL
6:03:58PM WHEN YOU'RE TAKING THEM.
6:03:59PM >> ABSOLUTELY.
6:03:59PM THIS IS ONE OF OUR HIDDEN GEMS IN PELICAN SOUND.
6:04:06PM >> IMAGINE THE WAKE ON 34-FOOT BOAT HOLDING 20 PEOPLE, EVEN
6:04:12PM IF THEY ARE NOT ON PLANE.
6:04:14PM IT'S A BIG BOAT FULLY LOADED GOING DOWN THE RIVER.
6:04:17PM THANK YOU.
6:04:19PM >>Barry Jones: THANK YOU.
6:04:21PM >>Tammy Duran: THAT'S ALL.
6:04:22PM YOU HAVE TO GIVE ME THE CARD.
6:04:29PM YOU CAN STATE YOUR NAME.
6:04:39PM >> HI.
6:04:39PM MY NAME IS WESLEY PRUITT.
6:04:41PM I LIVE ON THE ESTERO RIVER --
6:04:45PM >>Anthony Gargano: CAN YOU SPEAK INTO THE MIKE, PLEASE?
6:04:47PM >> WELL, I HEARD MYSELF.
6:04:48PM HI.
6:04:51PM I'M WESLEY PRUITT.
6:04:53PM I LIVE ON THE ESTERO RIVER, IN ESTERO RIVER HEIGHTS FOR THE
6:04:56PM PAST LITTLE OVER 20 YEARS, 21 YEARS ON THE RIVER.
6:04:59PM WE'VE NEVER SEEN A REAL ISSUE WITH THE RIVER WITH THESE
6:05:06PM BOATS.
6:05:07PM DON'T REALLY PAY MUCH ATTENTION TO IT, BECAUSE THE CREW THAT
6:05:09PM WAS HERE IN THE PAST REALLY NICE.
6:05:13PM OLDER COUPLE.
6:05:14PM THEY CAME BY, ESPECIALLY IF OUR HOUSE GOT WIPED OUT AFTER
6:05:17PM IAN, THEY WOULD COME THROUGH, MAKE SURE YOU WERE OKAY.
6:05:20PM HOW ARE YOU DOING?
6:05:21PM THIS NEW GROUP, THEY ARE NOT THE SAME.
6:05:25PM THEY TRAVEL EXTREMELY FAST IN A VERY BIG VESSEL.
6:05:31PM IT'S A NARROW CHANNEL AND YOU HAVE MANATEES, YOU HAVE
6:05:35PM KAYAKERS.
6:05:36PM THEY HAVE ABSOLUTELY NO RESPECT FOR WHAT'S GOING ON.
6:05:39PM NOW IT'S BECOME AN ISSUE.
6:05:42PM I HAD NO IDEA WE COULD CONTACT THE VILLAGE OF ESTERO ON
6:05:45PM THAT.
6:05:46PM I CONTACTED PELICAN SOUND THROUGH THEIR WEBSITE INFO, NO
6:05:53PM RESPONSES.

6:05:53PM YOU GUYS ARE REALLY OUR ONLY OPTION.
6:06:01PM WHAT DO WE DO?
6:06:02PM WHAT DO YOU RECOMMEND WE DO TO TRY TO MAKE THE RIVER SAFE?
6:06:10PM >>Barry Jones: YOU UNDERSTAND OUR ONLY QUESTION HERE IS
6:06:14PM WHETHER THEY CAN KEEP THE BOAT THERE OVERNIGHT OR NOT.
6:06:16PM THE MOST WE CAN DO, MAYBE NANCY CAN STEP IN AND STOP ME FROM
6:06:26PM STEPPING ON MY TONGUE HERE.
6:06:27PM THE MOST WE CAN DO IS TRY AND GET SOME OPERATIONAL
6:06:31PM COMPROMISES AND CONCERNS ADDRESSED.
6:06:33PM EVEN DENYING THE PETITION DOESN'T CHANGE THE NUMBER OF TRIPS
6:06:36PM UP AND DOWN THE RIVER.
6:06:38PM IT DOESN'T CHANGE THE OPERATIONS.
6:06:40PM IT ACTUALLY ADDS TRIPS TO THE RIVER BY HAVING TO SHUTTLE THE
6:06:44PM BOATS IN AND OUT UNLESS THEY RENT ANOTHER DOCK SOMEWHERE.
6:06:47PM SO I THINK I HEAR A LOT OF WHAT YOU'RE SAYING.
6:06:54PM AT THE SAME TIME, WE'RE LIMITED.
6:06:56PM WE ALWAYS TRY AND TELL PEOPLE, YOU GET UPSET WHEN WE APPROVE
6:06:59PM THINGS OR DENY THINGS, WE'RE LIMITED AS TO WHAT WE CAN DO BY
6:07:03PM LAW.
6:07:05PM EVERY APPLICANT HAS RIGHTS.
6:07:07PM EVERY PERSON HAS A RIGHT TO APPEAL, AND WE TRY OUR BEST TO
6:07:12PM DO WHAT NANCY TELLS US WE CAN OR CAN'T DO.
6:07:15PM BUT WHAT WE'RE ASKED TO DO HERE NOW IS WHETHER IT STAYS
6:07:18PM OVERNIGHT OR IT COMES IN AND OUT.
6:07:20PM AND LEAVING IT OVERNIGHT TO ME IS REDUCING THE TRAFFIC ON
6:07:24PM THE RIVER, STRIKING A COMPROMISE ON AN OPERATIONAL PROTOCOL
6:07:28PM AND SETTING UP SOME OTHER LINES OF COMMUNICATION FEELS LIKE
6:07:34PM AN UP SIDE.
6:07:36PM >> I GUESS A QUESTION I HAVE IS -- I LOOKED AT THE
6:07:41PM INFORMATION THAT GOT SEND OUT.
6:07:42PM IT SAID IN 2010 AND IT LISTS THE PERMIT NUMBER, BUT IT SAYS
6:07:49PM IT'S LIMITED TO A BOAT, A MAX OF 24 FEET IN LENGTH.
6:07:54PM DID THAT CHANGE SOMEWHERE?
6:07:56PM DID WE JUST NOT GET IT IN THIS INFORMATION THAT GOT SENT
6:07:59PM OUT?
6:07:59PM BOATS ARE NOT --
6:08:03PM >>Barry Jones: -- CHANGED FROM PASSIVE TO ALLOW THEM,
6:08:06PM COMMERCIAL USE, WAS IT LIMITED IN VESSEL SIZE?
6:08:09PM >>Mary Gibbs: THE ZONING THAT THE COUNTY APPROVED JUST SAID
6:08:12PM TEMPORARY.
6:08:13PM IT DIDN'T HAVE ANY CONDITIONS RELATING TO THE SIZE OF THE
6:08:17PM VESSELS.
6:08:18PM >>Barry Jones: -- COMMERCIAL, AND IT DOESN'T --
6:08:19PM >>Mary Gibbs: NO.
6:08:20PM IT MIGHT BE ANOTHER PERMIT.
6:08:22PM I'M NOT SURE WHICH PERMIT YOU WERE TALKING ABOUT.
6:08:25PM WAS IT WATER MANAGEMENT PERMIT?
6:08:27PM >>Barry Jones: FDEP OR ARMY CORPS OR SUBMERGED LAND LEASE,

6:08:32PM THOSE ISSUES, DO YOU KNOW IF THERE ARE RESTRICTIONS IN ANY
6:08:35PM OF THOSE?
6:08:35PM AND DO YOU HAVE A SUBMERGED LAND LEASE FOR THE SECOND VESSEL
6:08:39PM AREA?
6:08:40PM OR ARE YOU PURSUING ONE?
6:08:45PM >>Mary Gibbs: YOU HAVE TO COME TO THE PODIUM.
6:08:47PM IT LOOKS LIKE IT WAS A WATER MANAGEMENT PERMIT.
6:08:50PM >> THE WAY I FEEL, I COULD CARE LESS HOW MANY TRIPS THEY
6:08:55PM MAKE DOWN THE RIVER.
6:08:56PM BUT THAT IS A 35-FOOT BOAT.
6:08:59PM THAT THING IS HUGE.
6:09:00PM IT IS MASSIVE.
6:09:02PM IT RUNS PEOPLE OVER.
6:09:04PM THE REASON I'M HERE, I WANTED TO MAKE SURE EVERYBODY HERE
6:09:09PM HEARD IT, GOES ON RECORD, BECAUSE IF YOU APPROVE IT AND YOU
6:09:13PM APPROVE THAT BOAT TO GO, AT LEAST YOU UNDERSTOOD WHAT IT
6:09:15PM WAS.
6:09:16PM I KNOW IT WAS STAFF RECOMMENDATION TO LET THIS THING GO
6:09:21PM THROUGH.
6:09:22PM IF YOU DON'T -- YOU SAID YOU GO DOWN THE RIVER --
6:09:24PM >>Barry Jones: WE'RE NOT APPROVING A BOAT, THOUGH.
6:09:27PM WE HAVE NO SAY WHETHER 25 OR 35-FOOT BOAT.
6:09:30PM WE HAVE NO AUTHORITY ON THAT.
6:09:31PM WE'RE JUST APPROVING WHETHER IT CAN STAY THERE -- OR
6:09:35PM CONSIDERING WHETHER IT CAN STAY THERE OVERNIGHT OR NOT.
6:09:38PM ONLY QUESTION BEFORE THE BOARD.
6:09:40PM >> YOU KNOW IT IS A 35-FOOT BOAT NOW.
6:09:42PM SO YOUR APPROVAL CAN BE BASED OFF IT IS A 35-FOOT BOAT.
6:09:47PM IF THAT'S LEGAL, THAT'S FINE.
6:09:48PM >>Barry Jones: UNLESS I MISUNDERSTAND IT THE 35-FOOT BOAT IS
6:09:52PM GOING TO RUN WHETHER IT STAYS THERE OVERNIGHT OR NOT.
6:09:54PM AND IT'S GOING TO RUN MORE IF IT DOESN'T STAY THERE
6:09:57PM OVERNIGHT.
6:09:58PM IT FEELS TO ME LIKE IT IS A WIN FOR YOU IF THE VESSEL IS
6:10:03PM RUNNING LESS.
6:10:04PM I AGREE IT IS A VERY LARGE VESSEL FOR THAT RIVER.
6:10:08PM >> IF THOSE BOATS HAD SOME TYPE OF SPEED MECHANISM, IF THEY
6:10:12PM WERE GPS'D, SOMETHING THAT HELD THEM TO -- GOSH, I DON'T
6:10:18PM WANT TO SAY ETHICAL SPEED -- A SAFE SPEED, SOMETHING.
6:10:22PM >>Barry Jones: I UNDERSTAND.
6:10:23PM THANK YOU.
6:10:25PM >>Mary Gibbs: MAY I MAKE A COMMENT, THOUGH?
6:10:26PM MAY I MAKE A COMMENT?
6:10:31PM >>Anthony Gargano: GO AHEAD, MARY.
6:10:33PM >>Mary Gibbs: I'M WONDERING IF THE APPLICANT --
6:10:40PM >> CAN I JUST ADD?
6:10:42PM JUST SO YOU KNOW, I'LL GIVE MY CARD THAT HAS MY PHONE NUMBER
6:10:48PM AND CELL PHONE.

6:10:49PM IF ANYBODY HAS CONCERNS, I WOULD BE HAPPY TO ADDRESS IT.
6:10:52PM I'M A MAN OF ACTION AT THE END OF THE DAY.
6:10:54PM IF SOMEBODY HAS A COMPLAINT, WE'RE GOING TO ADDRESS IT.
6:10:57PM I KNOW THERE WAS A WOMAN THAT HAD AN ISSUE.
6:11:00PM I WASN'T DIRECTLY RESPONDING TO IT.
6:11:04PM WHEN I WAS TALKING ABOUT SAFETY INCIDENTS, I WAS TALKING
6:11:06PM ABOUT ACCIDENTS WHERE THEY OCCURRED.
6:11:09PM I DID HEAR THAT THERE WAS AN INCIDENT WITH THIS BOAT
6:11:15PM OPERATOR.
6:11:16PM JUST SO WE'RE CLEAR, THE BOAT OPERATOR CAPTAIN THAT HAD THE
6:11:22PM ISSUE WITH THE WOMAN IS NO LONGER WORKING FOR PELICAN SOUND
6:11:25PM OR THE OPERATOR, JUST SO WE'RE CLEAR.
6:11:29PM WE TAKE SERIOUSLY SAFETY, AND IF THERE IS A CONCERN, WE'RE
6:11:35PM GOING TO ADDRESS IT AT THE END OF THE DAY.
6:11:37PM WE'RE NOT GOING TO TOLERATE ANYBODY NOT ABIDING BY BASIC
6:11:44PM RESPECT OF OTHERS.
6:11:45PM JUST WANTED TO PUT THAT IN.
6:11:49PM >>Barry Jones: THANK YOU.
6:11:49PM >>Mary Gibbs: I HAVE A COMMENT, BUT IT MIGHT BE MORE FOR THE
6:11:52PM APPLICANT.
6:11:53PM LOOKING AT THE WATER MANAGEMENT PERMIT THAT WAS ISSUED, AND
6:11:58PM I THINK I HAD ASKED THE APPLICANT BEFORE, IF THIS IS GOING
6:12:02PM FORWARD, DO THEY NEED TO -- WHAT PERMITS NEED TO BE AMENDED?
6:12:06PM IS IT THE WATER MANAGEMENT DISTRICT PERMIT?
6:12:08PM IS IT DEP?
6:12:09PM IS IT ARMY CORPS?
6:12:10PM BECAUSE I'M WONDERING IF WATER MANAGEMENT DISTRICT IS GOING
6:12:14PM TO LIMIT THE SIZE OF THE VESSEL OR IF THEY ONLY DO WHAT IS
6:12:18PM REQUESTED BY THE APPLICANT.
6:12:20PM MAYBE MIKE CAN EXPLAIN THAT A LITTLE BIT BECAUSE IT DOES
6:12:23PM MAKE ME WONDER IF WE MOVE FORWARD WITH THIS, WHAT DO THE
6:12:28PM OTHER PERMIT AGENCIES DO?
6:12:29PM >> YEAH, WE HAVE LOOKED INTO THE SOUTH FLORIDA PERMIT, THE
6:12:32PM EXISTING ONE ON THE PROJECT.
6:12:34PM IT LOOKS LIKE THAT PERMIT WAS SPECIFIED TEMPORARY.
6:12:37PM I SUSPECT IT WAS JUST A CONDITION THE WAY THE ZONING WAS
6:12:40PM WORDED AS TEMPORARY AT THE TIME.
6:12:42PM SO WE HAVE CONTACTED SOUTH FLORIDA TO MODIFY THE SOUTH
6:12:46PM FLORIDA PERMIT.
6:12:47PM >>Barry Jones: SUBMERGED LAND LEASE COVER THE SECOND
6:12:49PM MOORING?
6:12:51PM >> I'M NOT SURE ABOUT THAT PART.
6:12:53PM >>Barry Jones: YOU'LL HAVE TO AMEND THE SUBMERGED LAND LEASE
6:12:56PM AND YOUR SOUTH FLORIDA PERMIT.
6:12:59PM DURING THAT TIME FOR THE PUBLIC, THERE IS A PUBLIC OPINION
6:13:04PM OR INPUT WHEN THOSE PERMIT APPLICATIONS AND THOSE AGENCIES
6:13:08PM REGULATE THE RIVER.
6:13:09PM FISH AND WILDLIFE COMMISSION WOULD HAVE PROBABLY BE SOUGHT

6:13:13PM FOR INPUT AND THEY'LL HAVE TO GO THROUGH ENVIRONMENTAL
6:13:17PM THINGS ON MANATEES AND THINGS LIKE THAT TOO.
6:13:19PM THAT'S WHERE THE PUBLIC CAN HAVE INPUT ON WHAT HAPPENS ON
6:13:24PM THE RIVER OTHER THAN WHETHER IT IS OVERNIGHT OR NOT AND
6:13:28PM OTHER THAN IF WE CAN ESTABLISH LINES OF COMMUNICATIONS AND
6:13:31PM SOME OPERATIONAL PROTOCOL TO HELP EVERYBODY.
6:13:37PM >>Mary Gibbs: CAN I ALSO ASK BEFORE MIKE SITS DOWN, NOT SO
6:13:40PM FAST, IF IN THE WATER MANAGEMENT PERMIT, ARE THEY GOING TO
6:13:45PM -- I SEE THEY DID LIMIT THE SIZE OF THE BOAT, ARE THEY GOING
6:13:49PM TO LIMIT THE SIZE OF THE BOATS IF YOU HAVE A LARGER BOAT
6:13:53PM NOW?
6:13:55PM >> I COULDN'T SPEAK ON BEHALF OF THAT.
6:13:57PM >>Barry Jones: THEY LOOK AT DRAFT AND THEY LOOK AT VESSEL
6:14:01PM SIZE AND THEY LOOK AT COMPARABLE USES ON THE RIVER.
6:14:05PM SO NOBODY CAN SAY WHAT THEY'LL DO UNTIL YOU SUBMIT IT.
6:14:08PM I CAN TELL YOU WHAT I'VE SEEN IN THE PAST HAPPEN, AND THAT
6:14:11PM WAS PROBABLY, I DON'T KNOW, SIX OR SEVEN YEARS AGO ON A MORE
6:14:14PM OPEN RIVER.
6:14:15PM BUT THOSE WERE THE CONCERNS WE HAD TO ADDRESS WHEN WE HAD AN
6:14:20PM APPLICATION TO BRING COMMERCIAL TRAFFIC UP A RIVER.
6:14:24PM >>Mary Gibbs: DID YOU SUBMIT IT ALREADY, DID YOU SAY?
6:14:27PM >> NO, WE HAVEN'T SUBMITTED YET.
6:14:29PM THEY REQUESTED THAT WE HAVE THE APPROVED ZONING FIRST ONCE
6:14:32PM WE GET --
6:14:35PM >>Barry Jones: DOES THE ZONING SPECIFY THE VEHICLE SIZE OR
6:14:40PM DOES IT JUST SPECIFY OVERNIGHT MOORINGS?
6:14:42PM >>Mary Gibbs: NO THE ZONING APPROVED BY THE COUNTY JUST SAID
6:14:46PM TEMPORARY.
6:14:46PM AND I THINK AT THE TIME -- DAMIEN WAS THERE.
6:14:50PM DAMIEN LIN WAS THERE.
6:14:51PM DO YOU REMEMBER, I WAS AT THE COUNTY AT THE TIME.
6:14:53PM BUT I JUST DON'T REMEMBER -- I WASN'T AT THAT HEARING.
6:14:57PM SO I DON'T KNOW IF THAT'S JUST -- AND ERIC WASN'T THE GM
6:15:02PM EITHER.
6:15:03PM >>Barry Jones: WE'RE NOT APPROVING A 35-FOOT VESSEL.
6:15:06PM JUST APPROVING OVERNIGHT MOORING.
6:15:08PM WE'RE NOT TELLING THE DISTRICT THAT WE'RE APPROVING OF A
6:15:10PM 35-FOOT VESSEL.
6:15:11PM >>Mary Gibbs: RIGHT.
6:15:12PM >>Barry Jones: THANK YOU.
6:15:19PM >>Mary Gibbs: CAN I ASK ONE MORE QUESTION BEFORE MIKE SITS
6:15:21PM DOWN?
6:15:21PM HOW LONG DOES WATER MANAGEMENT -- HOW LONG WOULD IT TAKE TO
6:15:30PM GET THE PERMITS FOR THE OTHER AGENCIES?
6:15:34PM >> THE WATER MANAGEMENT DISTRICT IS A LITTLE MORE SPECIFIC
6:15:37PM PERHAPS.
6:15:38PM IT COULD BE SIX MONTHS IN THE WATER MANAGEMENT DISTRICT.
6:15:40PM SOUTH FLORIDA, ARMY CORPS IS UNKNOWN.

6:15:44PM >>Barry Jones: ONCE YOU GET INTO FINISH AND WILDLIFE, IF
6:15:48PM THEY ARE RUNNING A 35-FOOT VESSEL ON A 24-FOOT PERMIT, YOU
6:15:53PM MIGHT HAVE A CHALLENGE.
6:15:54PM OPERATIONAL TODAY.
6:15:58PM >> THAT'S CORRECT.
6:16:17PM >>Anthony Gargano: CAN YOU COME BACK UP TO THE MIKE, PLEASE?
6:16:21PM >>Mary Gibbs: MR. GRADY COMING BACK UP.
6:16:23PM >> YOU HAD MENTIONED A COUPLE OF APPROVALS FROM OTHER
6:16:25PM AGENCIES.
6:16:25PM HOW DO WE KEEP IN TOUCH OR KNOW WHEN THOSE FUTURE MEETINGS
6:16:29PM ARE GOING TO BE PRESENTED TO THE PUBLIC?
6:16:33PM >>Barry Jones: I'LL DEFER TO VILLAGE STAFF, BUT SOUTH
6:16:36PM FLORIDA, ARMY CORPS, THEY ALL OFFER PUBLIC INPUT PERIODS
6:16:41PM WHEN APPLICATIONS ARE MADE, BUT PERHAPS STAFF CAN DIRECT
6:16:44PM YOU.
6:16:44PM >>Mary Gibbs: I THINK THEY ALLOW PUBLIC INPUT, BUT I DON'T
6:16:47PM THINK THEY HAVE ANY PUBLIC HEARINGS OR ANYTHING.
6:16:50PM >>Barry Jones: THEY DON'T HAVE PUBLIC HEARINGS, BUT ONCE
6:16:52PM THINGS ARE PUBLISHED, ESPECIALLY ARMY CORPS, THEY HAVE TO
6:16:55PM PUBLISH IT IN A LOCAL PAPER.
6:16:57PM BUT YOU CAN ALSO --
6:17:01PM >> PERIODICALLY TOUCH BASE.
6:17:03PM >>Barry Jones: YEAH.
6:17:04PM I THINK THE VILLAGE, YOU HAVE TO APPROVE OF THE SUBMERGED
6:17:07PM LAND LEASE?
6:17:08PM NO.
6:17:09PM OKAY.
6:17:09PM I'M NOT A HUNDRED PERCENT CERTAIN WHERE YOU WOULD GO TO LOOK
6:17:16PM RIGHT NOW.
6:17:16PM I KNOW, BUT I CAN'T TELL YOU.
6:17:19PM >> JUST DON'T WANT TO HAVE ONE OF THOSE MIDDLE OF THE NIGHT
6:17:21PM MEETINGS AND GET PASSED WITH NO INPUT.
6:17:23PM >>Barry Jones: NO, THERE ARE PUBLIC NOTICES OUT THERE.
6:17:26PM WHETHER THEY COME DIRECTLY TO YOU, UNLESS YOU ARE ADJACENT
6:17:28PM TO THE RIVER, ARMY CORPS IS REQUIRED TO NOTIFY PEOPLE WITHIN
6:17:31PM A CERTAIN RADIUS, I BELIEVE.
6:17:33PM SO THERE WILL HAVE TO BE PUBLIC NOTICES THAT GO OUT FOR
6:17:38PM THAT.
6:17:38PM AND THEN THE SOUTH FLORIDA PERMIT BY LAW I THINK CAN ALWAYS
6:17:43PM BE APPEALED IF IT DOESN'T HAVE A PUBLIC NOTICE.
6:17:46PM AND IF THEY PUBLIC NOTICE IT, YOU'VE GOT LIKE 30 DAYS AFTER
6:17:49PM THAT TO APPEAL.
6:17:50PM >> THANK YOU.
6:17:51PM >>Mary Gibbs: I THINK WE HAD ONE MORE PUBLIC INPUT.
6:17:55PM >> YEAH, JUST 30 SECONDS.
6:17:57PM >>Tammy Duran: JOE?
6:17:58PM >> I'M ACTUALLY HERE FOR A DIFFERENT THING.
6:18:00PM I DO USE THE RIVER.

6:18:02PM >>Mary Gibbs: YOU'RE ON THE WRONG ZONING CASE, JOE.
6:18:05PM SUPPOSED TO BE ON THE NEXT ONE.
6:18:06PM I'M KIDDING.
6:18:08PM >> I WOULD LIKE TO MAKE TWO POINTS.
6:18:11PM MY NAME IS JOE.
6:18:11PM I WOULD LIKE TO MAKE TWO POINTS.
6:18:13PM I DO TAKE BOATS OUT ON RAMPS.
6:18:16PM IT IS NOT THAT DIFFICULT.
6:18:18PM IT DOES NOT TAKE THAT LONG TO TAKE BOATS OUT.
6:18:22PM I WOULD LIKE TO MAKE A SECOND COMMENT THAT IF YOU ALLOW
6:18:25PM OVERNIGHT MOORING FOR THIS LOCATION, HOW ARE THE RESIDENTS
6:18:29PM IN THAT AREA ASSURED THEY WON'T EXPAND THEIR TRIPS BECAUSE
6:18:33PM THE BOAT IS ALREADY THERE?
6:18:34PM THEY MIGHT DO LIKE MORNING TRIPS OR -- SO YOU GUYS MIGHT BE
6:18:40PM SAYING THEY ARE USING LESS TRIPS, BUT BECAUSE THE BOAT IS
6:18:43PM MOORED THERE AND THEY DON'T HAVE TO TAKE IT OUT OF THE
6:18:45PM WATER, THEY MIGHT ACTUALLY USE IT MORE BY EXPANDING THEIR
6:18:48PM TRIPS.
6:18:49PM I WANTED TO MAKE THOSE COMMENTS.
6:18:51PM >>Barry Jones: WE HAVE NO CONTROL HOW MANY TRIPS GO UP AND
6:18:54PM DOWN THE RIVER.
6:18:54PM THAT'S ARMY CORPS.
6:18:56PM >> I UNDERSTAND THAT.
6:18:56PM I'M SAYING IF YOU ALLOWED IT MOORED OVERNIGHT, YOU'RE
6:18:59PM INVITING MORE TIME FOR THE BOAT TO BE TAKEN OUT AT DIFFERENT
6:19:04PM TIMES, ESPECIALLY EVEN AT NIGHT.
6:19:06PM THEY COULD TAKE THE BOAT OUT AT NIGHT FOR NIGHT TRIPS TO GO
6:19:09PM SEE SEA TURTLES ON THE WATER OR WHO KNOWS WHAT.
6:19:14PM I'M JUST POINTING THIS OUT.
6:19:15PM NOT FOR OR AGAINST, JUST POINTING THIS OUT.
6:19:18PM >>Barry Jones: UNDERSTOOD.
6:19:19PM THANK YOU.
6:19:24PM >>Anthony Gargano: OKAY.
6:19:25PM ANY MORE COMMENTS FROM THE PUBLIC?
6:19:31PM >> I DON'T HAVE A CARD.
6:19:32PM >>Tammy Duran: THAT'S ALL RIGHT.
6:19:33PM COME UP.
6:19:33PM >>Anthony Gargano: WE NEED YOU TO COME UP, MAKE YOUR COMMENT
6:19:36PM INTO THE MICROPHONE AND THEN YOU CAN FILL OUT A CARD WHEN
6:19:38PM YOU'RE DONE.
6:19:41PM >> OKAY.
6:19:42PM >>Tammy Duran: WERE YOU SWORN IN?
6:19:44PM >> YES, I WAS.
6:19:45PM MY NAME IS KURT GUNDER.
6:19:47PM I LIVE IN ESTERO RIVER HEIGHTS.
6:19:49PM BEEN HERE SINCE '88, '89.
6:19:52PM I GOT A COUPLE OF COMMENTS.
6:19:55PM ONE COMMENT IS, IT WAS STATED THAT THEY HADN'T CONTACTED

6:19:59PM SOUTH FLORIDA -- THEY HADN'T APPLIED FOR SOUTH FLORIDA WATER
6:20:02PM MANAGEMENT YET, BUT YET SOUTH FLORIDA WATER MANAGEMENT, HE
6:20:07PM STATED SAID THEY NEEDED TO GET ZONING FIRST, WHICH IS KIND
6:20:11PM OF ODD IF THEY HADN'T TALKED TO THEM YET, THEN MAYBE THEY
6:20:15PM DIDN'T APPLY BUT CALLED THEM TO FIND OUT WHAT THEY NEEDED TO
6:20:18PM APPLY.
6:20:19PM I DON'T KNOW, BUT I FIND THAT KIND OF STRANGE.
6:20:21PM I HAVE HAD ISSUES WITH PROBABLY THE CAPTAIN THAT THEY DID
6:20:29PM FIRE, MYSELF, IN THE RIVER.
6:20:33PM HE WOULDN'T SLOW DOWN.
6:20:34PM I WAS FISHING AND HE ZOOMED RIGHT BY ME.
6:20:38PM AND IT WAS IN A DEEPWATER AREA, SO BEING ON PLANE IS NOT AN
6:20:42PM EXCUSE, WHICH I DON'T LIKE THAT EXCUSE ANYWAY BECAUSE OF
6:20:45PM SAFETY REASONS.
6:20:46PM THE OTHER THING I WANTED TO MENTION IS, OH, SHOOT, I WOULD
6:20:57PM AGREE WITH THE GENTLEMAN THAT JUST CAME UP.
6:20:59PM THE MORE WE GIVE, THE MORE THEY ARE GOING TO WANT.
6:21:04PM AND WHEN YOU START ADDING MOORINGS, I DON'T KNOW WHERE THAT
6:21:09PM WILL STOP IN THE FUTURE.
6:21:10PM I ALSO DON'T KNOW WHY ZONING WOULD NEED TO BE APPROVED
6:21:18PM BEFORE APPLYING TO THE PEOPLE THAT REALLY HAVE AUTHORITY
6:21:21PM OVER THE RIVER.
6:21:22PM THAT'S MY CONCERN.
6:21:26PM AND THEN ALSO, ESPECIALLY IF THEY WERE ACTUALLY TOLD BY THE
6:21:32PM OTHER PEOPLE, SOUTH FLORIDA WATER MANAGEMENT OR WHOEVER IT
6:21:35PM WAS, THAT THEY NEEDED TO BE 24-FOOT BOATS, NOBODY HAS
6:21:40PM POLICED THAT BECAUSE THEY HAVE BEEN RUNNING MUCH LARGER
6:21:42PM BOATS FOR YEARS.
6:21:44PM THE PREVIOUS COMPANY THAT THEY HAD, THEY WERE JUST LIKE
6:21:47PM EVERYBODY HAS SAID, HAVE BEEN VERY COURTEOUS, ALWAYS DID THE
6:21:52PM NO WAKE AND NO WAKE ZONE.
6:21:54PM AND I DON'T KNOW IF THE GENTLEMAN THAT WAS FIRED, I KNOW
6:21:57PM IT'S NOT THE POINT, BUT IT'S OUR POINT TO BE ABLE TO
6:22:02PM COMPLAIN ABOUT SOME OF THE THINGS THAT HAVE GONE ON.
6:22:04PM I JUST WANTED TO MENTION THAT.
6:22:09PM HOPEFULLY THE REPLACEMENT FOR THAT GENTLEMAN IS MUCH MORE
6:22:16PM PALATABLE LIKE THE FIRST COMPANY.
6:22:18PM I DON'T KNOW WHY THEY GOT RID OF THE COMPANY.
6:22:19PM I THINK THAT WAS IT.
6:22:25PM >>Anthony Gargano: OKAY.
6:22:25PM THANK YOU.
6:22:26PM >> MY TWO CENTS.
6:22:28PM >>Anthony Gargano: ANYONE ELSE IN THE PUBLIC TO BE HEARD?
6:22:30PM OKAY.
6:22:31PM WE'VE KIND OF LET THIS GO PRETTY FAR AFIELD FROM WHAT THE
6:22:36PM APPLICATION ACTUALLY IS, BUT I THINK THAT WAS IN THE SPIRIT
6:22:40PM OF GOOD NEIGHBORLINESS, I THINK IT WAS AN IMPORTANT THING TO
6:22:44PM DO.

6:22:45PM I'D REALLY LIKE TO THANK BARRY FOR HIS EXPERTISE IN THE AREA
6:22:53PM AND THE COMMENTS HE PROVIDED.
6:22:54PM I'M GOING TO CLOSE THE PUBLIC PORTION AND GIVE THE BOARD ANY
6:22:59PM FINAL COMMENTS OR QUESTIONS.
6:23:00PM BOARD MEMBERS?
6:23:03PM OKAY, HEARING NONE.
6:23:06PM I'M GOING TO ASK FOR A MOTION.
6:23:10PM >>Barry Jones: I'LL BACK UP.
6:23:12PM WILL THE APPLICANT OBJECT TO GOING ON THE RECORD THAT THEY
6:23:15PM WOULDN'T BE RUNNING ANY NIGHT OPERATIONS OR LOOKING TO
6:23:18PM ADVANCE ANY NIGHT OPERATIONS?
6:23:31PM >> THAT WOULDN'T BE A ZONING REQUIREMENT, BUT, LIKE, NIGHT
6:23:35PM OPERATIONS, LIKE --
6:23:37PM >>Barry Jones: THE VESSEL UP AND DOWN THE RIVER FOR
6:23:40PM COMMERCIAL OPERATIONS.
6:23:41PM >> WE DON'T PLAN ON DOING ANY NIGHT OPERATIONS.
6:23:48PM >>Barry Jones: IS THERE ANYTHING IN THE ZONING THAT LIMITS
6:23:50PM THE OPERATIONS OF THE VESSEL CURRENTLY?
6:23:53PM >>Mary Gibbs: WELL, NOT IN WHAT THE COUNTY APPROVED, BUT I'M
6:23:56PM THINKING ABOUT THIS DURING THE DISCUSSION, AND I THINK THERE
6:24:00PM COULD BE -- I THINK YOU COULD RECOMMEND TO COUNCIL SOME
6:24:04PM ADDITIONAL CONDITIONS, BECAUSE I THINK THEY ARE RELATED TO,
6:24:09PM YOU'RE TAKING A TEMPORARY USE AND NOW YOU'RE MAKING IT
6:24:11PM PERMANENT.
6:24:13PM >>Barry Jones: IF THEY ARE OPEN IN ZONING, THEY ARE OPEN IN
6:24:17PM ZONING.
6:24:17PM THERE'S A LOT OF HAIR ON THIS DOG RIGHT NOW.
6:24:23PM WE NEED TO REACH A COMPROMISE ON SOME ISSUES, ON SOME
6:24:27PM OPERATIONAL ISSUES.
6:24:28PM WE CAN VET THAT OUT NOW OR WE CAN -- IF WE WANT TO VET IT
6:24:34PM OUT NOW, WE'LL AGREE TO, ARE YOU AGREEING TO NO COMMERCIAL
6:24:39PM NIGHT OPERATIONS?
6:24:40PM >> YES.
6:24:42PM >>Barry Jones: ARE YOU AGREEING TO LIMIT THE VESSEL SIZE, OR
6:24:47PM WHAT CAN WE DO REFERENCE THE VESSEL SIZE?
6:24:50PM >> THE VESSEL SIZE, WE HAVE THE BOATS AND THEY HAVE BEEN
6:24:52PM OPERATING FOR 20 YEARS ROUGHLY AT THAT SAME SIZE.
6:24:57PM >>Barry Jones: I ALSO UNDERSTAND YOU ARE IN VIOLATION OF
6:25:00PM YOUR CURRENT PERMIT, IS WHAT -- IF WHAT I HEARD HERE IS
6:25:03PM CORRECT.
6:25:04PM IF I GO TO SOUTH FLORIDA TOMORROW AND FILE A NOTICE AGAINST
6:25:06PM YOU AND THEY COME OUT THERE AND INSPECT YOU, YOU OWNING THAT
6:25:10PM VESSEL, THEY DON'T CARE IF YOU OWN THAT VESSEL.
6:25:12PM YOUR PERMIT SAYS 24 FEET.
6:25:14PM SO IF THEY DON'T CARE IF IT COST YOU A BAZILLION DOLLARS OR
6:25:18PM -- BEEN THERE, DONE THAT.
6:25:20PM I'M NOT TRYING TO BE HARD ON YOU.
6:25:22PM I'M TRYING TO ADDRESS THE CONCERNS AND RESTRICTIONS THAT ARE

6:25:25PM IN PLACE AND MAKE SURE THAT WHATEVER WE DO IS CONSISTENT
6:25:27PM WITH WHAT OTHER REGULATORS HAVE PUT IN PLACE AND WHAT IS
6:25:31PM FAIR TO THE COMMUNITY.
6:25:32PM AGAIN, WE MIGHT NOT BEAT THIS OUT TODAY.
6:25:37PM AND MAYBE YOU WANT TO ASK FOR A CONTINUANCE AND LET'S WORK
6:25:39PM THIS OUT SOME OTHER WAY OR FIGURE OUT WHAT CAN AND CAN'T BE
6:25:43PM DONE AND GET MORE INFORMATION ON WHERE YOU ARE ACTUALLY AT
6:25:45PM WITH RESPECT TO YOUR CURRENT PERMIT.
6:25:49PM >>Mary Gibbs: ONE OF THE THINGS I THOUGHT ABOUT WHEN I WAS
6:25:52PM LOOKING AT THIS, WITH THE PERMITS FROM THE OTHER AGENCIES,
6:25:57PM THERE'S LIKE A CATCH-22.
6:26:00PM WATER MANAGEMENT DOESN'T WANT TO APPROVE IT WITHOUT ZONING.
6:26:02PM I UNDERSTAND THAT BECAUSE IF THEY APPROVED IT AND IT WAS
6:26:05PM WRONG ZONING, WE WOULD BE VERY ANGRY AT THEM.
6:26:07PM ON THE OTHER HAND, WE DON'T WANT TO RECOMMEND CARTE BLANCHE
6:26:13PM EVERYTHING IF WE THINK THAT WATER MANAGEMENT IS GOING TO
6:26:15PM LIMIT THE SIZE OF THE BOATS.
6:26:17PM SO THERE IS OUR CATCH 22.
6:26:19PM >>Barry Jones: WE'RE NOT APPROVING THE SIZE OF A BOAT.
6:26:21PM >>Mary Gibbs: NO.
6:26:22PM I'M SAYING IF WE APPROVE THE OVERNIGHT MOORING AND THEN THEY
6:26:27PM KEEP ADDING BIGGER AND BIGGER BOATS, DOES THAT BECOME LIKE A
6:26:33PM CONSTRICTION ON THE RIVER.
6:26:35PM >> THEY WOULD HAVE TO APPLY WITH SOUTH FLORIDA.
6:26:37PM >>Barry Jones: AND ARMY CORPS.
6:26:39PM >>Mary Gibbs: RIGHT.
6:26:40PM I THOUGHT ABOUT IT, LIKE, DO YOU WANT TO CONTINUE IT BECAUSE
6:26:44PM YOU DON'T WANT TO CONTINUE IT TO WAIT FOR THE OTHER
6:26:47PM AGENCIES.
6:26:47PM THE OTHER AGENCIES ARE MONTHS AWAY.
6:26:50PM >>Barry Jones: ARE YOU OKAY WITH A CONDITION THAT SAYS YOU
6:26:52PM WILL LIMIT YOUR VESSEL TO WHAT THE REGULATORY AGENCIES
6:26:59PM PERMIT YOU TO.
6:27:00PM >>Michael Sheeley: WHY IS THAT IN HE IS?
6:27:01PM DON'T HAVE AUTHORITY?
6:27:04PM >>Al Paivandy: WHY NOT GIVE HIM CONDITIONAL APPROVAL FOR A
6:27:07PM SHORT TIME DEPENDING ON APPLICATION OF ARMY CORPS ENGINEER
6:27:12PM AND SOUTH FLORIDA WATER MANAGEMENT AND THAT WILL RESOLVE
6:27:15PM EVERYTHING.
6:27:16PM THEY WILL COME UP WITH THOSE QUESTIONS THEMSELVES.
6:27:19PM >>Mary Gibbs: THAT'S WHAT IS HAPPENING NOW IS WE ISSUE THE
6:27:22PM TEMPORARY PERMIT.
6:27:23PM SO WE HAD TOLD ERIC, I THINK, WE CAN KEEP ISSUING THE
6:27:27PM TEMPORARY PERMITS, BUT AT SOME POINT, IF IT'S NOT GOING TO
6:27:29PM BE TEMPORARY, THEN YOU NEED TO ASK FOR THE PERMANENT BECAUSE
6:27:34PM RIGHT NOW WE'VE JUST BEEN ISSUING THESE TEMPORARY PERMITS.
6:27:40PM >>Anthony Gargano: A CONDITIONAL ISN'T GOING TO HELP THE
6:27:42PM SITUATION.

6:27:44PM >>James Tatooles: SOUNDS TO ME, BARRY, THEY NEED OUR
6:27:47PM APPROVAL FOR THEM TO CONTINUE ON GETTING MORE APPROVALS?
6:27:50PM >> THAT IS CORRECT.
6:27:52PM >>Al Paivandy: THAT WOULD BE THE CONDITION.
6:27:54PM 30 DAYS APPLY.
6:27:56PM >>James Tatooles: I'M TRYING TO SAY, WHO IS GOING TO HAVE
6:27:57PM THE FINAL AUTHORITY OF WHETHER THEY ARE GOING TO ALLOW THIS
6:28:00PM TO HAPPEN OR NOT?
6:28:01PM IT'S NOT GOING TO BE US.
6:28:03PM ALL WE'RE DOING IS OPENING THE DOOR FOR THEM TO GO TO WHERE
6:28:06PM THEY CAN GET MORE APPROVALS.
6:28:10PM >>Kristin Jeannin: HAVE THEY ALWAYS ONLY HAD TEMPORARY
6:28:13PM PERMITS FOR THE BOATS TO OPERATE HERE?
6:28:16PM >>Mary Gibbs: YES, SINCE THE HURRICANE.
6:28:17PM >>Kristin Jeannin: WHAT ABOUT BEFORE THAT?
6:28:19PM >>Mary Gibbs: THEN THEY HAD THE FISHTAIL MARINA.
6:28:22PM THEY HAD THE OFF-SITE.
6:28:24PM >> THAT'S WHERE WE HAD TO GO UP THE RIVER OR DOWN THE RIVER.
6:28:30PM >>Barry Jones: STORING IT UP RIVER AT SOMEBODY ELSE'S DOCK.
6:28:34PM >>Kristin Jeannin: DURING THE DAY, IN AND OUT FOUR TIMES A
6:28:36PM DAY REGARDLESS.
6:28:37PM >> AT THAT LOCATION, EVERY SINGLE DAY.
6:28:40PM >>Barry Jones: PARKING AT THIS DOCK OTHER THAN THE OTHER
6:28:44PM DOCK --
6:28:44PM >>Mary Gibbs: THE OTHER DOCK THEY USED TO RENT, I THINK
6:28:47PM THEIR DOCK WAS DESTROYED IN THE HURRICANE, AND THEN THEY
6:28:51PM CAME BACK TO GET A PERMIT, BUT THERE'S NO USE ON THE LOT AND
6:28:54PM YOU CAN'T HAVE A DOCK WITHOUT A PRINCIPAL USE.
6:28:58PM SO THAT ENDED UP BEING ANOTHER QUAGMIRE.
6:29:04PM >>Barry Jones: TALK TO YOU OFF-LINE ABOUT THAT ONE.
6:29:11PM >>Anthony Gargano: WE'RE BACK TO THE POINT OF MAKING A
6:29:14PM MOTION.
6:29:15PM DO I HEAR A MOTION ON THE FLOOR?
6:29:26PM DO I HEAR A MOTION FOR APPROVAL?
6:29:32PM >> ULTIMATELY THE DECISION IS OF CITY COUNCIL.
6:29:36PM >>Mary Gibbs: THIS A RECOMMENDATION.
6:29:37PM >>Anthony Gargano: A RECOMMENDATION, YES.
6:29:39PM >>Barry Jones: I MAKE A RECOMMENDATION FOR APPROVAL
6:29:42PM CONTINGENT UPON NO NIGHT OPERATIONS AND CONTINGENT UPON
THEM
6:29:47PM HAVING TO SECURE THE PERMITS THAT THEY GOT TO GET FROM FDEP
6:29:52PM AND ARMY CORPS.
6:29:58PM BECAUSE WHEN THEY APPLY FOR THE APPLICATIONS, THE VILLAGE
6:30:00PM WILL BE NOTIFIED AND THE NEIGHBORS WILL BE NOTIFIED, AND
6:30:04PM THEY'LL HAVE AN OPPORTUNITY TO HAVE INPUT AT THAT TIME THAT
6:30:07PM WE DON'T HAVE CONTROL OVER.
6:30:09PM >>Kristin Jeannin: CAN WE ALSO ADD THAT THEY WOULD HAVE NO
6:30:13PM ADDITIONAL TRIPS, IS IT THE FOUR -- WHAT YOU LAID OUT AS

6:30:16PM FOUR DURING SEASON A DAY, AND THREE DURING NONSEASON AND NOT
6:30:21PM ON THE WEEKENDS IN NONSEASON.
6:30:23PM >> IF YOU LOOK IN THE PACKET THAT WE PROVIDED, WE PROVIDED
6:30:26PM THE SCHEDULE.
6:30:27PM >>Kristin Jeannin: YOU WOULD LIMIT IT TO THAT.
6:30:28PM >> THAT IS THE SCHEDULE WE GO BY.
6:30:30PM >>Kristin Jeannin: THAT IS A CONDITION WE WANT TO PUT, IF
6:30:34PM YOU ARE OKAY.
6:30:35PM >>Barry Jones: I'M CERTAINLY OKAY WITH ADDING THAT
6:30:37PM CONDITION.
6:30:38PM >>Anthony Gargano: WE HAVE A MOTION FOR A RECOMMENDATION TO
6:30:42PM APPROVE, AND THAT MOTION HAS BEEN MODIFIED BY KRISTIN.
6:30:49PM >>Al Paivandy: MODIFY THAT ALSO.
6:30:50PM CAN WE ADD TO THAT FOR THE LIMITED TIME THAT THEY WOULD
6:30:54PM APPLY TO THE AUTHORITIES?
6:30:57PM ARMY CORPS AND OTHERS?
6:31:00PM >>Barry Jones: THEY HAVE TO DO THAT IN ORDER TO GET THE
6:31:07PM PILING IN THE DOCK APPROVAL.
6:31:09PM >>Al Paivandy: I UNDERSTAND.
6:31:10PM BUT THEY CAN CONTINUE TO OPERATE THE WAY IT IS IF IT IS JUST
6:31:14PM NO TIME LIMIT.
6:31:15PM >>Barry Jones: HOW LONG WOULD IT TAKE TO YOU GET YOUR
6:31:18PM APPLICATION TOGETHER?
6:31:19PM WHAT IS YOUR INTENT?
6:31:20PM 60, 90 DAYS?
6:31:21PM SO YOU'RE MAKING APPLICATION TO SOUTH FLORIDA OR ARMY CORPS
6:31:25PM WITHIN 90 DAYS OF APPROVAL?
6:31:27PM OKAY.
6:31:33PM >>Al Paivandy: OTHERWISE THERE'S NO LIMIT.
6:31:34PM CONTINUES ON THE TEMPORARY AS THEY HAVE DONE.
6:31:36PM >>Barry Jones: APPLICATIONS WITHIN 90 DAYS AND NO ADDITIONAL
6:31:42PM TRIPS.
6:31:42PM SO THOSE WERE THE FOUR CONDITIONS OF MY MOTION.
6:31:46PM WE GOT THAT?
6:31:49PM THANK YOU.
6:31:51PM >>Mary Gibbs: LET ME MAKE SURE I UNDERSTAND IT.
6:31:53PM NO NIGHT OPERATIONS, SECURE PERMITS FROM THE DEP AND ARMY
6:31:58PM CORPS, AND THEN WE'RE ADDING THE SCHEDULE PER WHAT WAS
6:32:03PM ATTACHED IN YOUR BOOK, BUT THEN ARE YOU SAYING THEY NEED TO
6:32:08PM MAKE APPLICATION TO THE PERMITTING AGENCIES WITHIN 90 DAYS.
6:32:16PM WHAT WAS THE NO ADDITIONAL TRIPS?
6:32:17PM MAKE APPLICATION WITHIN 90 DAYS.
6:32:23PM >>Barry Jones: MAKE APPLICATION TO ARMY CORPS AND FDEP.
6:32:26PM >>Mary Gibbs: WHAT DID YOU SAY ABOUT NO ADDITIONAL TRIPS?
6:32:28PM I DIDN'T HEAR THAT.
6:32:30PM >>Barry Jones: THAT WAS TO FOLLOW THE SCHEDULE THAT THEY
6:32:31PM HAVE.
6:32:35PM >>Mary Gibbs: OKAY.

6:32:36PM I GOT IT.
6:32:39PM >>Anthony Gargano: I STILL NEED A SECOND FOR THE MOTION.
6:32:40PM >>Michael Sheeley: SECOND.
6:32:42PM >>Anthony Gargano: SO WE HAVE A SECOND FOR THE MOTION.
6:32:44PM ANY FURTHER DISCUSSION ON THE MOTION?
6:32:49PM >>Dan Williams: ONE MORE READING WITH ALL THE CONDITIONS.
6:32:53PM >>Barry Jones: A MOTION FOR APPROVAL WITH THE CONDITION THAT
6:32:58PM THEY SECURE THE REQUIRED PERMITS FROM ARMY CORPS AND FDEP,
6:33:02PM THAT THEY WILL HAVE NO NIGHTTIME TRIPS, COMMERCIAL TRIPS,
6:33:06PM THEY HAVE TO BRING A BROKEN VESSEL BACK OR SOMETHING AT
6:33:09PM NIGHT, THAT DOESN'T REALLY QUALIFY.
6:33:11PM THEY WILL MAKE APPLICATIONS WITHIN 90 DAYS TO THE REGULATORY
6:33:15PM AGENCIES FOR THE PERMISSION FOR THE COMMERCIAL OPERATIONS
6:33:19PM AND ADDITIONAL DOCKING.
6:33:21PM AND THEY WILL FOLLOW THE SCHEDULE POSTED IN THE APPLICATION
6:33:24PM OF MAXIMUM FOUR TRIPS PER DAY.
6:33:26PM FAIR?
6:33:28PM >>Kristin Jeannin: AND ALL THE OTHER CAVEATS TO THAT
6:33:31PM SCHEDULE, CURRENT SCHEDULE, BECAUSE THEY REDUCE IT.
6:33:34PM I DON'T WANT THEM GOING UP TO FOUR EVERY DAY.
6:33:36PM >>Barry Jones: OFF SEASON WAS THREE.
6:33:39PM >>Kristin Jeannin: ALSO NOT ON WEEKDAYS, ONLY ON WEEKENDS.
6:33:43PM >>Barry Jones: THEY WILL FOLLOW THE SCHEDULE.
6:33:46PM >>Kristin Jeannin: YES.
6:33:47PM >>Anthony Gargano: ANY OTHER QUESTIONS ON THE MOTION?
6:33:50PM TAMMY, ROLL CALL VOTE, PLEASE.
6:33:57PM >>Kristin Jeannin: YES.
6:33:59PM >>Barry Jones: YES.
6:34:00PM >>Al Paivandy: YES.
6:34:02PM >>Michael Sheeley: YES.
6:34:04PM >>James Tatooles: YES.
6:34:07PM >> BOARD MEMBER WALLACE, NOT HERE.
6:34:10PM >>Dan Williams: YES.
6:34:10PM >>Anthony Gargano: YES.
6:34:15PM >> I NEED A QUICK BREAK.
6:34:16PM >>Anthony Gargano: WE'RE GOING TO TAKE A TEN-MINUTE BREAK.
6:34:20PM [BREAK]
6:34:22PM >> -- OR AFFIRM THAT THE TESTIMONY YOU WILL GIVE TONIGHT IS
6:42:48PM THE TRUTH, THE WHOLE TRUTH AND NOTHING BUT THE TRUTH?
6:42:51PM >> I DO.
6:42:53PM >>Anthony Gargano: THANK YOU.
6:42:56PM >>Mary Gibbs: DO WE NEED TO DO THE CONFLICT OF INTEREST AND
6:42:59PM EX PARTE AGAIN, NANCY?
6:43:01PM >>Nancy Stroud: YES, YOU DO.
6:43:06PM >>Anthony Gargano: I'LL ASK THE BOARD, ANY EX PARTE
6:43:08PM COMMUNICATIONS?
6:43:10PM >> NO.
6:43:10PM >> NO.

6:43:11PM >> NO.
6:43:11PM >>Anthony Gargano: ANY CONFLICTS OF INTEREST?
6:43:13PM >> NO.
6:43:13PM >> NO.
6:43:14PM >> NO.
6:43:14PM >> NO.
6:43:15PM >>Anthony Gargano: THANK YOU.
6:43:15PM IT'S YOURS.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Ordinance No. 2025-09 Authority to Approve Plats

Motion to pass First Reading of Ordinance No. 2025-09 and set public hearing and second reading for September 10, 2025.

Background:

A plat is a detailed survey of a parcel of land showing the boundaries, dimensions, and other features of the land, and including individual lots, streets, and easements granted to government entities. The process of platting land in Florida is regulated by Chapter 177 of the Florida Statutes. Historically, plats have finally been approved by the local government's governing board prior to being recorded.

However, this legislative session, the Florida Legislature passed SB 784, which the Governor has signed into law, thus creating Chapter Law 2025-164. This new Chapter law alters how plats are to be approved by local governments. In particular, the Chapter Law amends Florida Statutes § 177.071 by adding the following new language in subsection (1)(a):

> A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

This new statutory language necessitates revisions to several provisions in the Village's Land Development Code to designate the Community Development Director as the "administrative authority" to approve plats since Council is no longer permitted to be involved in that process.

Importantly, plat applicants must still comply with the obligations in Chapter 177 and Village Code regarding the content of plats, and they will continue to be reviewed by Village staff, engineers, and legal counsel prior to acceptance.

Action Requested:

Motion to pass First Reading of Ordinance No. 2025-09 and set public hearing and second reading for September 10, 2025.

Process and Timeline:

Assuming Council approves, the Clerk will schedule the second reading and public hearing for September 10, 2025.

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Robert Eschenfelder, Village Attorney

Attachment:

1. Ordinance No. 2025-09

ORDINANCE NO. 2025 – 09

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, AMENDING § 2-301, § 2-303, AND § 2-502 OF THE VILLAGE LAND DEVELOPMENT CODE REGARDING PLAT APPROVALS; MAKING RELATED FINDINGS; AND PROVIDING FOR SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, a plat is a detailed survey of a parcel of land showing the boundaries, dimensions, and other features of the land, and including individual lots, streets, and easements granted to government entities; and

WHEREAS, the process of platting land in Florida is regulated by Chapter 177 of the Florida Statutes; and

WHEREAS, historically, plats have finally been approved by the local government's governing board prior to being recorded; and

WHEREAS, the Florida Legislature has passed SB 784, which the Governor has signed into law, thus creating Chapter Law 2025-164, which alters how plats are to be approved by local governments; and

WHEREAS, the new version of Florida Statutes § 177.071(1)(a) provides:

> A plat or replat submitted under this part must be administratively approved and no further action or approval by the governing body of a county or municipality is required if the plat or replat complies with the requirements of s. 177.091. The governing body of the county or municipality shall designate, by ordinance or resolution, an administrative authority to receive, review, and process the plat or replat submittal, including designating an administrative official responsible for approving, approving with conditions, or denying the proposed plat or replat.

and

WHEREAS, this new statutory language necessitates revisions to several provisions in the Village's Land Development Code.

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

Section 1. Section 2-301(A) of the Village Land Development Code is hereby amended as follows:

2-301. Village Council.

A. Powers and Duties. In addition to other authority granted to the Village Council by the Florida Constitution and state law, the Village Council has the following powers and duties under this LDC:

1. To review and decide the following:
   A. Comprehensive plan amendments (Sec. 2-501.A, Comprehensive Plan Amendments);
   B. LDC text amendments (Sec. 2-501.B, LDC Text Amendments);
   C. Rezonings (Zoning map amendments) (Sec. 2-501.C, Rezoning (Zoning Map Amendment));
   D. Planned developments and Amendments thereto (Sec. 2-501.D, Planned Development);
   E. Special exceptions (as part of a rezoning) (Sec. 2-501.E, Special Exception);
   F. Zoning variances (as part of a rezoning) (Sec. 2-506.A, Zoning Variance);
   G. Flood variances (Sec. 2-506.B; Flood Variance);
   H. ~~Plats~~ (reserved~~Sec. 2-502.C, Plat Review~~);
   I. Vacation of easements, rights-of-way, or plats (Sec. 2-502.D, Vacation of Easement, Right-of-Way, or Plat);
   J. Vested rights (Sec. 2-506.E, Vested Rights);
   K. Final plan approvals (Sec. 2-501.F, Final Plan Approval);
   L. Development agreements; and
   M. Bar special permits (Sec. 2-501.G, Bar Special Permit).

Section 2. Section 2-303 of the Village Land Development Code is hereby amended as follows:

2-303. Community Development Director (Director).

A. General. The Village Council has established the Community Development Department as the Village department responsible for the planning functions of the Village, and for administering this LDC. The Community Development Director (Director) serves as the head of the Community Development Department and serves at the direction of the Village Manager.

B. Powers and Duties Under LDC. The Community Development Department, through the Director, has the following general powers and duties under this LDC:

1. To make decisions on the following:

A. Limited development orders and amendments (Sec. 2-502.B, Limited Development Order);

B. Minor changes to development orders (Sec. 2-502.A, Development Order);

C. Certificates of concurrency (Sec. 2-503, Certificate of Concurrency);

D. Sign permits (except for monument signs) (Sec. 2-505.B, Monument Sign Permit);

E. Temporary use permits (Sec. 2-505.C, Temporary Use Permit);

F. Tree removal/vegetation permits (Sec. 2-505.D, Tree Removal/Vegetation Permit);

G. Administrative deviations (Sec. 2-506.C.2, Administrative Deviation);~~ and~~

H. Administrative interpretations (Sec. 2-507, Administrative Interpretation);

I. Other administrative permits (Sec. 2-508, Other Administrative Permits)~~.~~; and

J. Approval of plats (Florida Statutes § 177.071(1)(b)).

2. To compile and maintain an Administrative Manual;

3. To conduct pre-application conferences in accordance with Sec. 2-402, Pre-application Conference.

4. To conduct public information meetings (Sec. 2-401, Public Information Meeting);

5. To prepare a staff report to the Village Council or PZDB, as applicable, for the following applications for development permit:

A. Comprehensive plan amendments (Sec. 2-501.A, Comprehensive Plan Amendments);

B. LDC Text amendments (Sec. 2-501.B, LDC Text Amendments);

C. Rezonings (zoning map amendments) (Sec. 2-501.C, Rezoning (Zoning Map Amendment));

D. Planned developments and amendments (Sec. 2-501.D, Planned Development;

E. Special exceptions (as part of a map amendment) (Sec. 2-501.E, Special Exception);

F. ~~Plats~~ (reserved~~Sec. 2-502.C, Plat Review~~);

G. Vacation of easements, rights-of-way, or plats (Sec. 2-502.D, Vacation of Easement, Right-of-Way, or Plat);

H. Vested rights (Sec. 2-506.E, Vested Rights);

I. Final plan approvals (Sec. 2-501.F, Final Plan Approval);

J. Bar special permits (Sec. 2-501.G, Bar Special Permit);

K. Development orders (Sec. 2-502.A, Development Order);

L. Certificates of appropriateness (Sec. 2-504, Historic Preservation Certificate of Appropriateness);

M. Floodplain variances (Sec. 2-506.B, Flood Variance);

N. Zoning variances (Sec. 2-506.A, Zoning Variance);

O. Deviations (Sec. 2-506.C.1, Deviation);

6. To serve as professional staff liaison to the Village Council, the Planning Zoning and Design Board, and to provide technical assistance, as needed;

7. To enforce this LDC in accordance with adopted code enforcement procedures (Ordinance 2015-14); and.

8. To provide such assistance in the conduct of the Village land development regulations and planning programs as directed by the Village Manager.

Section 3. Section 2-502(C) of the Village Land Development Code (Site Development) is hereby amended as follows:

C. **Plat Review.**

1. *Generally.* This subsection supplements the procedural requirements of F.S. ch. 177 for review and decisions regarding plats and replats. It applies to all subdivisions of land, except the following:

   A. A development platted or approved by Lee County prior to January 28, 1983, provided that all required improvements have been made or that a security for the performance of the improvements has been posted and is current.

   B. The division of land for the conveyance of land to a federal, state, County or Village entity, or a public utility.

   C. The division of land by judicial decree.

   D. A division of land of two or fewer lots out of a parent parcel approved as a limited development order (Sec. 2-502.B.2, Limited Development Order Procedure).

2. *Plat Procedure.*

   A. Within 7 business days after receipt of a plat or replat submittal, the Community Development Director shall provide written notice to the applicant acknowledging receipt of the plat or replat submittal and identifying any missing documents or information necessary to process the plat or replat submittal for compliance with Florida Statutes § 177.091. The written notice must also provide information regarding the plat or replat approval process, including requirements regarding the completeness of the process and applicable timeframes for reviewing, approving, and otherwise processing the plat or replat submittal.

   ~~Figure 2-502.C.2 identifies key steps in the plat and replat procedure, with noted modifications from the general procedures.~~

~~**Figure 2-502.C.2: Plat Procedure Flowchart**~~

B. Plats shall be prepared in compliance with F.S. ch. 177 and shall contain all of the elements specified in the statute, this LDC (including Section 5-9, Plat Standards), and the Administrative Manual.

C. Unless the applicant requests an extension of time, the director shall approve, approve with conditions, or deny the plat or replat submittal within the timeframe identified in the written notice provided to the applicant under subsection (2)(A) above. If the director does not approve the plat or replat, it must notify the applicant in writing of the reasons for declining to approve the submittal. The written notice must identify all areas of noncompliance and include specific citations to each requirement the plat or replat submittal fails to meet. The director, or an official, an employee, an agent, or a designee of the governing body, may not request or require the applicant to file a written extension of time.

D~~C~~. The Director may permit the combination or recombination of platted lots of record created through a plat recorded in the Official Records of Lee County, in accordance with Sec. 5-906, Lot Recombination, provided the density established through the original plat is not increased and the resulting lots comply with all other applicable requirements of this LDC.

E~~D~~. A development order for the subject property shall be approved prior to approval of a plat.

3. *Post Decision-Making Actions.* All plats and replats shall be recorded by the applicant in the Official Records of Lee County.

4. *Plat Standards.* The Village Council acts in its ministerial capacity when reviewing and deciding plats and replats. Approval shall be granted if the plat meets the platting requirements of this LDC (see, Section 5-9, Plat Standards, and any technical requirements provided in the Administrative Manual, statutory plat requirements, and other applicable LDC requirements).

Section 4. For purposes of codification of any existing section of the Estero Village 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 Village 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)(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 8. 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 2nd day of July, 2025.

ADOPTED ON SECOND AND FINAL READING by the Village Council of the Village of Estero, Florida on the 10th day of September, 2025.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: _____

Joanne Ribble, Mayor

By: _____
Carol Sacco, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Second reading of Ordinance No. 2025-04, Land Development Code Amendments for Flood Hazard Reduction Standards

Approve Ordinance No. 2025-04

Background:

As part of the Village's October 28, 2024 Corrective Action Plan required by FEMA, the Village agreed to review its Land Development Code floodplain regulations to make changes where appropriate. The Village's floodplain regulations have not been updated since November 16, 2022. Due to the recent hurricanes, it became evident that some revisions were needed.

The staff has prepared changes in the attached ordinance, including the following:

- Variance Process – clarify process due to inconsistent language in the Code
- Non-conversion agreement for elevated homes
- Clarify specific use of FEMA Elevation Certificates for all flood hazard areas
- Clarify specific use of FEMA Dry Floodproofing Certification form
- Limit of partitioning of enclosed areas below flood

Proposed changes to the floodplain ordinance were sent to the State Department of Emergency Management for review a month ago, but no comments have been received to date. Nevertheless, staff recommends the Council adopt the ordinance with follows the "model" code.

The first reading was held on June 4th. At that time, the staff requested that the second reading be scheduled on July 2, 2025.

Action Requested:

Approve Ordinance No. 2025-04

Process and Timeline:

- Review by State – May 2025
- Planning Zoning and Design Board – June 10, 2024
- Council first reading June 4, 2025
- Council second reading July 2, 2025

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared By: Mary Gibbs

Attachment:

1. Ordinance No. 2025-04

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2025 - 04

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 CERTIFICATES, LIMIT PARTITIONING OF ENCLOSED AREAS BELOW FLOOD, AND AMEND RELATED DEFINITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166 – Municipalities, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Village of Estero participates in the National Flood Insurance Program and participates in the NFIP's Community Rating System, a voluntary incentive program that recognizes and encourages community floodplain management activities that exceed the minimum program requirements and achieved a CRS rating of Class 6, making citizens who purchase NFIP flood insurance policies eligible for premium discounts; and

WHEREAS, Chapter 553.73, Florida Statutes, allows for local administrative and technical amendments to the *Florida Building Code* that provide for more stringent requirements than those specified in the Code and allows adoption of local administrative and local technical amendments to the Florida Building Code to implement the National Flood Insurance Program and incentives; and

WHEREAS, the Village Council is adopting provisions applicable to buildings in flood hazard areas to (1) require declarations of land restriction (nonconversion agreements) for enclosures below elevated buildings; (2) require the use of specific forms issued by the Federal Emergency Management Agency; and (3) limit partitioning of enclosed areas below elevated buildings and limit access to enclosed areas; and for the purpose of participating in the National Flood Insurance Program's Community Rating System and , pursuant to section 553.73(5), Florida Statutes, is formatting that requirement to coordinate with the *Florida Building Code;* and

WHEREAS, the Village Council has determined that it is in the public interest to adopt the proposed local technical amendments to the *Florida Building Code*, and the proposed amendments are not more stringent than necessary to address the need identified, do not

discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 553.73(4), Florida Statutes; and

WHEREAS, the Village's Flood Hazard Reduction Standards were adopted into the Land Development Code on November 16, 2022 and have not been amended since then except to remove "cumulative impact" requirements; and

WHEREAS, the Village experienced three hurricanes (Ian, Helene and Milton) September 28, 2022; September 26, 2024; and October 9, 2024, respectively; and

WHEREAS, after experiencing the hurricanes, it became evident that some revisions to the Ordinance would be appropriate; and

WHEREAS, FEMA visited the area after Hurricane Ian and required the Village and other municipalities and Lee County to prepare a Corrective Action Plan which listed specific action items to be implemented, including changes to the Land Development Code floodplain regulations; and

WHEREAS, the changes were sent to the Florida Division of Emergency Management; and

WHEREAS, the Village Council has determined it appropriate to modify requirements to be consistent with the FEMA Policy and the Model Code; and

WHEREAS, the Village Council determined that it is in the public interest to amend the floodplain management regulations and the Florida Building Code to better protect residents and to continue participating in the Community Rating System at the current class rating.

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

Section 1. Amendments to Section 7-3 Flood Hazard Reduction Standards.

Section 7-3 "Flood Hazard Reduction Standards" of the Village Land Development Code is hereby amended, as shown in strikethrough and underline text, by the following amendments.

SECTION 7-3. FLOOD HAZARD REDUCTION STANDARDS

7-301. Administration.

A. **General.**

1. *Scope.* This section applies to all development that is wholly within or partially within any flood hazard area or special flood hazard area (see Sec. 7-303, Definitions), including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration,

remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

2. *Purpose and Intent.* The purpose and intent of this section and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare, and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

   A. Minimize unnecessary disruption of commerce, access, and public service during times of flooding;

   B. Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

   C. Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood dam age or erosion potential;

   D. Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial' functions of the floodplain;

   E. Minimize damage to public and private facilities and utilities;

   F. Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

   G. Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

   H. Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

3. *Coordination with Florida Building Code.* This section is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

4. *Warning.* The degree of flood protection required by this section and the Florida Building Code, as amended by the Village of Estero, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by

man-made or natural causes. This section does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of 44 CFR Secs. 59 and 60, may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this section.

5. *Disclaimer of Liability*. This section will not create liability on the part of the Village of Estero or by any officer or employee of the Village for any flood damage that results from reliance on this section or any administrative decision lawfully made under it.

B. **Applicability.**

1. *General.*

A. Where there is a conflict between a general requirement and a specific requirement, the specific requirement will be applicable.

B. This section applies to all flood hazard areas within the Village of Estero, as established in subsection C below.

C. The Flood Insurance Study for Lee County, Florida and Incorporated Areas, effective November 17, 2022 and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this section and will serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Village Department of Community Development.

2. *Submission of Additional Data to Establish Flood Hazard Area*. To establish flood hazard areas and base flood elevations, in accordance with Sec. 7-301.E, Site Plans and Construction Documents, the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

A. Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area will be considered as a flood hazard area and subject to the requirements of this section and, as applicable, the requirements of the Florida Building Code.

B. Are above the closest applicable base flood elevation, the area will be regulated as a special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

3. *Other Laws*. The provisions of this section will not be deemed to nullify any provisions of local, state, or federal law.

4. *Abrogation and Greater Restrictions*. This section supersedes any regulations in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing regulations including but not limited to land development regulations, zoning resolutions, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this section and any other regulations, the more restrictive will govern. This section will not impair any deed restriction, covenant, or easement, but any land that is subject to such interests will also be governed by this section.

5. *Interpretation*. In the interpretation and application of this article, all provisions will be:

A. Considered as minimum requirements;

B. Liberally construed in favor of the governing body; and

C. Deemed neither to limit nor repeal any other powers granted under state statutes.

C. **Duties and Powers of the Floodplain Administrator.**

1. *Designation*. The Village Manager is designated as the Floodplain Administrator and may delegate another person to serve in this capacity. The Floodplain Administrator may delegate performance of certain duties to other employees.

2. *General*. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this section. The Floodplain Administrator will have the authority to render interpretations of this section consistent with the intent and purpose of this section and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures will not have the effect of waiving requirements specifically provided in this section without the granting of a variance pursuant to Sec. 7-301.G, Variances and Appeals.

3. *Applications and Permits*. The Floodplain Administrator, in coordination with other pertinent offices of the community, will:

A. Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

B. Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this section;

C. Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination will have the opportunity to appeal the interpretation;

D. Provide available flood elevation and flood hazard information;

E. Determine whether additional flood hazard data will be obtained from other sources or will be developed by an applicant;

F. Review applications to determine whether proposed development will be reasonably safe from flooding;

G. Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this section is demonstrated, or disapprove the same in the event of noncompliance; and

H. Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this section.

4. *Substantial Improvement and Substantial Damage Determinations*. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures the Floodplain Administrator shall:

A. Estimate the market value or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser of the building or structure before the start of construction of the proposed work; in the case of repair. the market value of the building or structure will be the market value before the damage occurred and before any repairs are made;

B. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

C. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; the determination requires evaluation of previous permits issued for repairs of flood-related damage; and

D. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this section is required.

5. *Modifications of the Strict Application of the Requirements of the Florida Building Code*. The Floodplain Administrator will review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance in accordance with Sec. 7-301.G, Variances and Appeals.

6. *Notices and Orders*. The Floodplain Administrator will coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this section.

7. *Inspections*. The Floodplain Administrator will make the required inspections as specified in Sec. 7-301.F, Inspections, for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator will inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

8. *Other Duties of the Floodplain Administrator*. The Floodplain Administrator will have other duties, including but not limited to:

A. Establish~~ing~~, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage in accordance with Sec. 7-301.C.4, Substantial Improvement and Substantial Damage Determinations;

B. Requiring that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

C. Requiring applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions will be made within six months of such data becoming available;

D. Reviewing required design certifications and documentation of elevations specified by this section and the Florida Building Code to determine that such certifications and documentations are complete;

E. Notifying FEMA when the corporate boundaries of the Village are modified; and

F. Advising applicants for new buildings and structures, including substantial improvements, which are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."

9. *Floodplain Management Records*. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator will maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this section and the flood resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this section; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken in accordance with this section and the flood resistant construction requirements of the Florida Building Code. These records are available for public inspection at the Village Hall.

D. **Permits.**

1. *Permits Required*. Any owner or owner's authorized agent also referred to as "applicant" who intends to undertake any development activity within the scope of this section, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and obtain the required permits and approvals. No such permit or approval will be issued until compliance with the requirements of this section and all other applicable codes and regulations has been satisfied.

2. *Floodplain Development Permits or Approvals*. Floodplain development permits or approvals will be issued in accordance with this section for any development activities not subject to the requirements of the Florida Building Code including buildings, structures, and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

3. *Buildings, Structures, and Facilities Exempt from the Florida Building Code*. In accordance with the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR Secs. 59 and 60), floodplain development permits or approvals will be required for buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this section.

4. *Application for a Permit or Approval*. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the Village. The information provided shall:

   A. Identify and describe the development to be covered by the permit or approval.

   B. Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

   C. Indicate the use and occupancy for which the proposed development is intended.

   D. Be accompanied by a site plan or construction documents as specified in Sec. 7-301.E, Site Plans and Construction Documents.

   E. State the valuation of the proposed work.

   F. Be signed by the applicant or the applicant's authorized agent.

   G. Give such other data and information as required by the Floodplain Administrator.

   H. For projects proposing to enclose areas under elevated buildings, include a signed Declaration of Land Restriction (Nonconversion Agreement). The agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

5. *Validity of Permit or Approval*. The issuance of a floodplain development permit or approval in accordance with this section shall not be construed to be a permit for, or approval of, any violation of this section, the Florida Building Codes, or any other Village regulations. The issuance of permits based on submitted applications, construction documents, and information will not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

6. *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit commences within 180 days after is issuance, or if the work authorized is suspended or abandoned for a period of 180

days after the work commences. A one-time extension of not more than 180 days may be requested in writing and justifiable cause shall be demonstrated by applicant.

~~6~~7. *Suspension or Revocation*. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error; on the basis of incorrect, inaccurate, or incomplete information; or in violation of this section or any other section, regulation, or requirement of the Village.

~~7~~8. *Other Permits Required*. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

A. SFWMD; F.S. § 373.036.

B. Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and Ch. 64E-6, F.A.C.

C. FDEP for activities subject to the Joint Coastal Permit; F.S. § 161.055.

D. FDEP for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Sec. 404 of the Clean Water Act.

E. Federal permits and approvals.

E. **Site Plans and Construction Documents.**

1. *Information for Development in Flood Hazard Areas.*

A. The site plan or construction documents for any development subject to the requirements of this section shall be drawn to scale and include, as applicable to the proposed development:

1. Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

2. Where base flood elevations, or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Sec. 7-301.E.2.B or Sec. 7-301.E.2.C.

3. Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Sec. 7-301.E.2.A.

4. Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

5. Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

6. If the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

7. Extent of any proposed alteration of mangrove stands, provided such alteration is approved by FDEP.

8. Existing and proposed alignment of any proposed alteration of a watercourse.

9. Estimated labor and material costs.

B. The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this section but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this section.

2. *Information in Flood Hazard Areas without Base Flood Elevations (Approximate Zone A)*. Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

A. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

B. Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

C. Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

1. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

2. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

D. Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

3. *Additional Analyses and Certifications*. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

A. For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Sec. 7-301.E.4, Submission of Additional Data, and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

B. For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.

C. For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Sec. 7-301.E.4, Submission of Additional Data.

D. For activities that propose to alter mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

4. *Submission of Additional Data*. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees will be the responsibility of the applicant.

F. **Inspections.**

1. *General*. Development for which a floodplain development permit or approval is required will be subject to inspection.

2. *Development Other than Buildings or Structures.* The Floodplain Administrator will inspect all development to determine compliance with the requirements of this section and the conditions of approval of a floodplain development permit.

3. *Buildings, Structures, and Facilities Exempt from the Florida Building Code.* The Floodplain Administrator will inspect buildings, structures, and facilities exempt from the Florida Building Code to determine compliance with the requirements of this section and the conditions of approval of a floodplain development permit.

A. *Building Structures and Facilities Exempt from the Florida Building Code, Lowest Floor Inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure, or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:

B. If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

4. If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Sec. 7-301.E.2, Information in Flood Hazard Areas without Base Flood Elevations (Approximate Zone A), the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

5. *Buildings, Structures, and Facilities Exempt from the Florida Building Code, Final Inspection.* As part of the final inspection, the owner or owner's authorized

agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Sec. 7-301.F.4, Building Structures and Facilities Exempt from the Florida Building Code, Lowest Floor Inspection.

6. *Manufactured Homes.* The Building Official shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this section and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Building Official.

G. **Variances and Appeals.**

1. *General*. The Village Council, acting as the Board of Adjustment and Appeals pursuant to Section 553.73(5), F.S., shall hear and decide on requests for appeals and requests for variances from the strict application of this section. This section does not apply to Sec. 3109 of the Florida Building Code, Building.

2. *Appeals*. The Village Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this section. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by state law.

3. *Limitations on Authority to Grant Variances*. The Village Council will base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Sec. 7-301.G.7, Considerations for Issuance of Variances, the conditions of issuance set forth in Sec. 7-301.G.8, Conditions for Issuance of Variances, and the comments and recommendations of the Building Official. The Village Council has the right to attach such conditions as it deems necessary to further the purposes and objectives of this section.

4. *Restrictions in Floodways*. A variance will not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Sec. 7-301.E.3, Additional Analyses and Certifications.

5. *Historic Buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation

as a historic building, a variance will not be granted and the building and any repair, improvement, and rehabilitation will be subject to the requirements of the Florida Building Code.

6. *Functionally Dependent Uses*. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this section, provided the variance meets the requirements of Sec. 7-301.G.4, Restrictions in Floodways is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

7. *Considerations for Issuance of Variances*. In reviewing requests for variances, the Village Council will consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this section, and the following:

   A. The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

   B. The danger to life and property due to flooding or erosion damage;

   C. The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

   D. The importance of the services provided by the proposed development to the community;

   E. The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

   F. The compatibility of the proposed development with existing and anticipated development;

   G. The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

   H. The safety of access to the property in times of flooding for ordinary and emergency vehicles;

   I. The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable expected at the site; and

J. The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

8. *Conditions for Issuance of Variances*. Variances may be issued only upon:

A. Submission by the applicant of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this section or the required elevation standards;

B. Determination by the Village Council that:

1. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

2. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and regulations; and

3. The variance is the minimum necessary, considering the flood hazard, to afford relief;

C. If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

H. **Violations.** Any development that is not within the scope of the Florida Building Code but that is regulated by this section that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this section, will be deemed a violation of this LDC. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this section or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

1. *Authority*. For development that is not within the scope of the Florida Building Code but that is regulated by this section and that is determined to be a violation,

the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

2. *Unlawful Continuance*. Any person who continues any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, will be subject to penalties as prescribed by law.

7-302. Flood Resistant Development.

A. **Buildings and Structures**

1. *Building and Structures Exempt from Florida Building Code.* In accordance with Sec. 7-301.D.3, Buildings, Structures, and Facilities Exempt from the Florida Building Code, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of Sec. 7-302.G, Other Development.

~~2. Amend the definitions of "substantial Damage" and "substantial improvement" in the Florida Building Code, Building Section 202, and Florida Building Code. Existing Building Section 202, as follows:~~

~~**SUBSTANTIAL DAMAGE.** For the purposes of determining compliance with the flood provisions of this Code, damage of any origin sustained by a structure whereby the cost of restoring the structure to is before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.~~

2. *Florida Building Code, Technical Amendment: Substantial Damage.* In the Florida Building Code, Building Section 202, and Florida Building Code, Existing Building Section 202, the term "Substantial Damage shall be as defined in Section 7-303, Definitions.

3. *Florida Building Code Administrative Amendments; Nonconversion Agreements.* Applications for buildings with enclosures below the required elevation shall include signed declarations of land restrictions (nonconversion agreements), as defined in Section 7-303 – Definitions. The agreement shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.

4. *Florida Building Code, Administrative Amendments; Certification Forms.* (1) Where elevations of buildings in flood hazard areas are specified in applications, and where certification of the elevation of buildings in flood hazard areas is required, the FEMA Elevation Certificate shall be submitted; (2) Where certifications of the design of dry floodproofed non-residential buildings in flood hazard areas are required and where certification of the elevation of dry floodproofing is required, the FEMA Dry Floodproofing Certificate for Non-residential Structures shall be submitted.

5. *Florida Building Code Technical Amendments; Enclosures Below Required Elevations for Buildings in Flood Hazard Areas.* Enclosed areas below the required elevation for buildings in flood hazard areas shall be limited as follows:

   A. The interior portion of such enclosed areas shall only be partitioned to separate parking areas from building access, (stairwells, ramps, and elevators) or storage areas, unless another partition is required by the fire code.

   B. Where perimeter walls are permitted, the limitation on partitions does not apply to loadbearing walls interior to perimeter wall (crawlspace) foundations.

   C. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door not to exceed 3.0 ft. by 8.0 ft.) or main entry to the building (one double door set to stairway or elevator).

B. **Subdivisions.**

1. *Minimum Requirements*. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

   A. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

   B. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

   C. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

2. *Standards for Subdivision and Other Development Proposals*. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

A. Where the subdivision is greater than 50 lots or five acres and base flood elevations are not included on the FIRM, base flood elevations determined in accordance with Sec. 7-301.E.2.A; and

B. Compliance with the site improvement and utilities requirements of Sec. 7-302.C, Site Improvements, Utilities and Limitations.

C. **Site Improvements, Utilities and Limitations.**

1. *Minimum Requirements*. All proposed new development will be reviewed to determine that:

   A. Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

   B. All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

   C. Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

2. *Sanitary Sewage Facilities*. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Ch. 64E-6, F.A.C. and ASCE 24 Ch. 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.

3. *Water Supply Facilities*. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Ch. 62-532.500, F.A.C. and ASCE 24 Ch. 7 to minimize or eliminate infiltration of floodwaters into the systems.

4. *Limitations on Sites in Regulatory Floodways*. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, may be authorized in the regulatory floodway unless the floodway encroachment analysis required in Sec. 7-301.E.3.A, demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

5. *Limitations on Placement of Fill*. Subject to the limitations of this section, fill shall be designed to be stable under conditions of flooding, including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support

buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.

6. *Limitations on Sites in Coastal High Hazard Areas (Zone V)*. In coastal high hazard areas, alteration of -mangrove stands will be permitted only if such alteration is approved by the FDEP and only if the engineering analysis required by Sec. 7-301.E.3.D demonstrates that the proposed alteration will not increase the potential for flood damage.

D. **Manufactured Homes.**

1. *General.*

A. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed in accordance with F.S. § 320.8249, and shall comply with the requirements of Ch. 15C-1, F.A.C. and the requirements of this section.

B. The placement of manufactured homes or recreational vehicles is prohibited in coastal high hazard areas (Zone V), except in an existing manufactured home or recreational vehicle park or subdivision. A replacement manufactured home or recreational vehicle may be placed on a lot in an existing manufactured home or recreational vehicle park or subdivision, provided the anchoring standards of Sec. 7-302.D.3, Anchoring, and the elevation standards of Sec. 7-302.D.4, Elevation,_are met. New or expanded manufactured home or recreational vehicle parks or subdivisions are prohibited until such time, if ever, that Village of Estero Plan Policy 80.1.2 is amended or repealed so as to allow such new or expanded manufactured home or recreational vehicle development.

2. *Foundations*. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

A. In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this section.

B. In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this section.

3. *Anchoring*. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse, or lateral movement. Methods of anchoring include, but are not

limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

4. *Elevation*. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R3222.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone)
5. *Enclosures*. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Sections R322.2 or R322.3, for such enclosed areas, as applicable to the flood hazard area.

6. *Utility Equipment*. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

E. **Recreational Vehicles and Park Trailers.**

1. *Temporary Placement*. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

A. Be on the site for fewer than 180 consecutive days; or

B. Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks, and porches.

2. *Permanent Placement*. Recreational vehicles and park trailers that do not meet the limitations in Sec. 7-302.E.1, Temporary Placement, shall meet the requirements of Sec. 7-302.D, Manufactured Homes.

F. **Tanks.**

1. *Underground Tanks*. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

2. *Above-Ground Tanks, Not Elevated*. Above-ground tanks that do not meet the elevation requirements of Sec. 7-302.F.3, Above Ground Tanks, Elevated, shall:

A. Be permitted only in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and

constructed to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

B. Not be permitted in coastal high hazard areas (Zone V).

3. *Above Ground Tanks, Elevated*. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse, or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

4. *Tank Inlets and Vents*. Tank inlets, fill openings, outlets, and vents shall be:

A. At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

B. Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

G. **Other Development.**

1. *General Requirements for Other Developments*. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this section or the Florida Building Code, shall:

A. Be located and constructed to minimize flood damage;

B. Meet the limitations of Sec. 7-302.C.4, Limitations on Sites in Regulatory Floodways, if located in a regulated floodway;

C. Be anchored to prevent flotation, collapse, or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

D. Be constructed of flood damage-resistant materials; and

E. Have mechanical, plumbing, and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of the Building Code for wet locations.

2. *Non-elevated accessory structures.* Accessory structures are permitted below elevations required by the Florida Building Code provided the accessory structures are used only for parking or storage and:

   A. If located in special flood hazard areas (Zone A/AE) other than coastal high hazard areas, are one-story and not larger than 600 sq. ft. and have flood openings in accordance with Section R322.2 of the Florida Building Code, Residential.

   B. If located in coastal high hazard areas (Zone V/VE), are not located below elevated buildings and are not larger than 100 sq. ft.

   C. Are anchored to resist flotation, collapse or lateral movement resulting from flood loads.

   D. Have flood damage-resistant materials used below the base flood elevation plus one (1) foot.

   E. Have mechanical, plumbing and electrical systems, including plumbing fixtures, elevated to or above the base flood elevation plus one (1) foot.

3. *Fences in Regulated Floodways*. Fences in regulated floodways that have the potential to block the passage of floodwaters shall meet the limitations of Sec. 7-302.C.4, Limitations on Sites in Regulatory Floodways.

4. *Retaining Walls, Sidewalks and Driveways in Regulated Floodways*. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Sec. 7-302.C.4, Limitations on Sites in Regulatory Floodways.

5. *Roads and Watercourse Crossings in Regulated Floodways*. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings, and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways, shall meet the limitations of Sec. 7-302.C.4, Limitations on Sites in Regulatory Floodways. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Sec. 7-301.E.3, Additional Analyses and Certifications.

6. *Concrete Slabs Used as Parking Pads, Enclosure Floors, Landings, Decks, Walkways, Patios, and Similar Nonstructural Uses in Coastal High Hazard Areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios, and similar nonstructural uses are permitted beneath or adjacent to buildings and structures, provided the concrete slabs are designed and constructed to be:

A. Structurally independent of the foundation system of the building or structure;

B. Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

C. Have a maximum slab thickness of not more than four inches.

7. *Decks and Patios in Coastal High Hazard Areas (Zone V)*. In addition to the requirements of the Florida Building Code, in coastal high hazard areas, decks and patios shall be located, designed, and constructed in compliance with the following:

A. A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

B. A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure, or to adjacent buildings and structures.

C. A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

D. A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

8. *Other Development in Coastal High Hazard Areas (Zone V)*. In coastal high hazard areas, development activities other than buildings and structures may be permitted only if it is also authorized by the appropriate federal, state, or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

A. Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

B. Solid fences and privacy walls. and fences prone to trapping debris. unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

C. On-site sewage treatment and disposal systems defined in Rule 64E-6.002, F.A.C., as filled systems or mound systems.

9. *Nonstructural Fill in Coastal High Hazard Areas (Zone V)*. In coastal high hazard areas:

A. Minor grading and the placement of minor quantities of nonstructural fill may be permitted for landscaping and for drainage purposes under and around buildings.

B. Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal may be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

10. *Critical Facilities*. Critical facilities shall be located outside the limits of the special flood hazard area where feasible. Construction of new critical facilities shall be permissible within the special flood hazard area if no feasible alternative site is available. If permitted, critical facilities shall be elevated or protected to or above the base flood elevation, plus two feet, or the 500-year (0.2 percent chance) flood elevation, whichever is higher. Flood proofing and sealing measures shall be implemented to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the base flood elevation shall be provided to all critical facilities, to the maximum extent practicable. Critical facilities shall be designed to remain operable during such an event.

11. *Standards for Areas in the B, C, and X Zones*. All new buildings not located in the areas of special flood hazard established in Sec. 7-301.B.1.C, shall have the lowest floor elevation (including basement) constructed at least 12 inches above the crown of the nearest local street, unless a variance is obtained due to ~~the Building Official determines there are~~ extenuating circumstances that would preclude meeting that elevation.

7-303. Definitions.

A. **General.**

1. *Terms Defined in the Florida Building Code*. Where terms are not defined in this section and are defined in the Florida Building Code, such terms will have the meanings ascribed to them in that code.

2. *Terms Not Defined*. Where terms are not defined in this section or the Florida Building Code, such terms will have ordinarily accepted meanings such as the context implies.

B. **Definitions.** Unless otherwise expressly stated, the following words and terms, for the purposes of this section only, have the meanings shown in this subsection.

Accessory Structure means a structure on the same parcel of property as a principal structure and the use of which is limited to parking and storage incidental to the use of the principal structure.
Alteration of a Watercourse means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Appeal means a request for a review of the Floodplain Administrator's interpretation of any provision of this section.

ASCE 24 means a standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base Flood means a flood having a one percent chance of being equaled or exceeded in any given year. [Also defined in Florida Building Code, B, Section 1612.2.] The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base Flood Elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM).

Basement means the portion of a building having its floor subgrade (below ground level) on all sides.

Coastal High Hazard Area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources.

Conditional Letter of Map Revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP

requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective FIRM or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Critical Facility means one or more of the following:

1. Structures or facilities that commercially produce, use, or store highly volatile, flammable, explosive, toxic and/or water-reactive materials that are defined as extremely hazardous substances by the EPA under Sec. 302 of the Emergency Planning and Community Right-to-Know Act, Title III of the Superfund Amendments and Reauthorization Act of 1986, 42 USC;

2. Nursing homes, hospitals, and social service homes;

3. Structures used as law enforcement stations, fire stations, governmental vehicle and equipment storage facilities, and emergency operations centers that are needed for emergency response activities before, during, and after a flood incident; and

4. Public or private utility facilities that are vital to maintaining and restoring normal services to flooded areas before, during, and after a flood incident.

Declaration of Land Restriction (Nonconversion Agreement). A form provided by the Floodplain Administrator to be signed by the property owner and recorded on the property deed in the Official Records of the Lee County Clerk of Courts. By signing, the owner agrees not to covert or modify enclosures below elevated buildings in any manner inconsistent with the terms of the building permit and these regulations.

Design Flood means the flood associated with the greater of the following two areas:

1. Area with a floodplain subject to a one percent or greater chance of flooding in any year; or

2. Area designated as a flood hazard area on the FIRM or otherwise legally designated.

Design Flood Elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the FIRM. In areas designated as Zone AO, the design flood elevation will be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the FIRM. In areas designated as Zone AO where the depth number is not specified on the map, the depth number will be taken as being equal to two feet.

Development means any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations, or any other land disturbing activities.

Encroachment means the placement of fill, excavation, buildings, permanent structures, or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing Building and Existing Structure means any buildings and structures for which the "start of construction" commenced before September 19, 1984.

Existing Manufactured Home Park or Subdivision means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 19, 1984.

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

FEMA Elevation Certificate. Form issued by FEMA for documentation and certification of elevations and other information for buildings in flood hazard areas. When used to certify ground and building elevations referenced to datum, the forms shall be prepared, signed, and sealed by Florida licensed professional surveyors or registered design professionals qualified to perform elevation surveys.

FEMA Dry Floodproofing Certificate for Non-residential Structures. Form issued by FEMA for certification of design of dry floodproofing measures, certification of ground elevations and the elevation of at-built dry floodproofing measures, and certification that the measures were constructed as designed.

Flood or Flooding means a general and temporary condition of partial or complete inundation of normally dry land from:

1. The overflow of inland or tidal waters.

2. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Damage-Resistant Materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood Hazard Area means the greater of the following two areas:

1. The area within a floodplain subject to a one percent or greater chance of flooding in any year.

2. The area designated as a flood hazard area on the FIRM or otherwise legally designated.

Flood Insurance Rate Map (FIRM) means the official map of the Village on which FEMA has delineated both special flood hazard areas and the risk premium zones applicable to the Village.

Flood Insurance Study (FIS) means the official report provided by FEMA that contains the FIRM, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator means the office or position designated and charged with the administration and enforcement of this section (may be referred to as the Floodplain Manager). The Village Manager serves as the Floodplain Manager in accordance with this section.

Floodplain Development Permit or Approval means an official document or certificate issued by the Floodplain Administrator, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this section.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that shall be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway Encroachment Analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations. The evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code means the family of codes adopted by the Florida Building Commission, including the Florida Building Code, Building: the Florida Building Code, Residential: the Florida Building Code, Existing Building; the Florida Building Code, Mechanical; the Florida Building Code, Plumbing; the Florida Building Code, Fuel Gas.

Functionally Dependent Use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic Structure means any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12: Historic Buildings.

Letter of Map Amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective FIRM and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

Letter of Map Change (LOMC) means an official determination issued by FEMA that amends or revises the FIRM or FIS. The LOMCs include Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), Letter of Map Revision Based on Fill (LOMR-F), and Conditional Letter of Map Revision (CLOMR).

Letter of Map Revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

Letter of Map Revision Based on Fill (LOMR-F) means a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill shall have been permitted and placed in accordance with this section.

Light-Duty Truck means as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

1. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;

2. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

3. Available with special features enabling off-street or off-highway operation and use.

Lowest Floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Manufactured Home means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer".

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market Value means the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

New Construction means for the purposes of this section and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after September 19, 1984 and includes any subsequent improvements to such structures.

Park Trailer means a transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

~~*Permanent Construction* means does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.~~

Recreational Vehicle means a vehicle, including a park trailer, which is:

1. Built on a single chassis;

2. 400 square feet or less when measured at the largest horizontal projection;

3. Designed to be self-propelled or permanently towable by a light-duty truck; and

4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Repetitive Loss means flood-related damage sustained by a structure on two separate occasions during a ten-year period for which the cost of repairs at the time of each flood event, on the average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Special Flood Hazard Area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, Al-A30, AE, A99, AH, Vl-V30, VE or V.

Start of Construction. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns. Permanent Construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first

alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial Damage means damage sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes buildings and structures that have experienced repetitive loss.

Substantial Improvement means any combination of repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not include either:

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the Building Official and that are the minimum necessary to assure safe living conditions.

2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance means a grant of relief from the requirements of this section, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this section or the Florida Building Code.

Watercourse means a river, creek, stream, channel, or other topographic feature in, on, through, or over which water flows at least periodically.

Section 3. Fiscal Impact Statement

In terms of design, plan application review, construction, and inspection of the buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. Therefore, in terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

Section ~~43~~. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are severable.

Section 54. Conflicts.

All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this ordinance are hereby repealed to the extent inconsistent herewith.

Section 65. 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 this _____ day of _____, 2025.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy E. Stroud, Esq.
Village Land Use Attorney

Vote:	AYE	NAY
Mayor Ribble	____	____
Vice Mayor Zaluki	____	____
Councilmember Fayee	____	____
Councilmember Hunt	____	____
Councilmember Lopez	____	____
Councilmember McLain	____	____
Councilmember Ward	____	____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
July 2, 2025

Agenda Item:

Continuation of second reading of Zoning Ordinance No. 2025-02, Home2 Suites at Coconut Point

Approve Ordinance 2025-02 with staff recommended revision to Condition 10

Background:

The Council held the second reading and public hearing for this case on June 4th. After hearing testimony from staff and applicant and public input, the Council continued the public hearing to July 2nd for consideration of Condition 10 only.

The case includes an amendment to the Coconut Point Mixed Use Planned Development zoning for a 2+acre area in the back parking lot of the Coconut Point Mall adjacent to Via Coconut Point. It also includes amendments to the Development of Regional Impact (DRI) for Coconut Point. The applicant is proposing to develop a 111-room, 4-story hotel, north of the Residences and south of the movie theater. The approved zoning allows the hotel use, but the maximum number of hotel units in the approved zoning and Development of Regional Impact will be exceeded, necessitating amendments to both the zoning and Development of Regional Impact.

Description:

This case was heard at the Planning Zoning and Design Board on February 11, 2025. The Board voted to approve it with conditions (vote 7-1). The applicant subsequently submitted a letter to staff received via email on May 19, 2025 objecting to Condition 10 requiring concrete block construction. The Council held first reading on May 21, 2025. The applicant's letter was received after the first reading packet was distributed and was attached to the June 4th agenda.

On June 4th, the Council held second reading and a quasi-judicial hearing at which it heard testimony, heard public comment, discussed the application and, with applicant's agreement, then continued the hearing for further discussion on Condition 10 (construction type) only.

On June 11th, the applicant submitted a proposed revised condition (see attached). However, upon staff review, this proposal was a similar version of the applicant's initial request to build with wood exterior walls. Staff therefore proposed a simpler condition that aligns with Council's discussion and historical practice as to other similar applicants. The condition is in the attached Ordinance and below:

> Condition 10
> Construction of the exterior walls of the hotel will be concrete masonry (concrete block), and all load-bearing elements will be of concrete with reinforcing steel as required by relevant codes and engineering standards.

The applicant's development counsel has notified us that they agree with the Condition.

Also, please note that a small revision was made to the DRI development order, page 24, Section 4, per the handout from the June 4th Council hearing.

Action Requested:

Approve Ordinance 2025-02 with staff recommended revision to Condition 10

Process and Timeline:

- Public Information Meeting December 12, 2023
- Planning Zoning and Design Board Workshop on December 10, 2024
- Planning Zoning and Design Board Public Hearing February 11, 2025
- Council first reading May 21, 2025
- Council second reading June 4, 2025 continued to July 2, 2025

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared By: Mary Gibbs

Attachment:

1. Applicant's Proposed Revised Condition, June 11, 2025
2. Ordinance No. 2025-02 and DRI Amendment attached thereto

11 June 2025

Proposed Condition

The project may be constructed utilizing any construction type(s) permitted by the current edition of Florida Building Code (*FBC*), Building, effective December 31, 2024 as adopted by the Florida Legislature, and Florida Building Commission with the following provisions:

1) Structural Performance is to meet or exceed all requirements of the FBC, Chapter 16 for Structural Design including but not limited to the following:
    a. Lateral Wind Loads: Utilizing concrete block, structural steel, engineered diaphragm membranes, etc. as prescribed by the Structural Engineer of Record.
    b. Rain Loads: Utilizing structural steel, engineered trusses, engineered diaphragm membranes, etc. as prescribed by the Structural Engineer of Record.
    c. Flood Loads: Utilizing poured in place concrete, structural steel, etc. as prescribed by the Structural Engineer of Record.
    d. Wind-Borne Debris: Engineered diaphragm membranes, hurricane rated glazing, and materials approved by the FBC and as prescribed by the Architect and Structural Engineer of Record.

2) Exterior Walls are to meet or exceed all requirements of the FBC, Chapter 14 for Exterior Walls including but not limited to the following:
    a. Weather Protection: Utilizing an FBC approved seamless, fluid applied moisture/vapor barrier as prescribed by the Architect of Record to encapsulate and protect structural elements and interior environments from contact with exterior environmental conditions, moisture, and humidity.
    b. Wind Resistance: Utilizing materials as approved in the FBC, and as prescribed by the Architect and Engineer of Record to resist safely the superimposed wind loads.

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charlotte, nc 28203
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therbagroup.com

c. Flood Resistance: As required by the FBC and utilizing materials as approved in the FBC, and as prescribed by the Architect and Engineer of Record to be flood damage resistant.
d. Exterior Finishes
    1. Utilizing inorganic materials as allowed by the FBC and as prescribed by the Architect of Record;
    2. All exterior elements are to be degradation, rot and corrosive resistant materials (e.g. stucco, fiber cement, concrete masonry units, metals designed for exterior use, natural or manufactured stone) where subject to exposure to weather conditions including sun, rain, wind, and humidity.
e. Infestations: Utilizing FBS means and methods and per the requirements of the same, all surfaces that come into contact with grade are to be fully inorganic and the ground area is to be fully treated against infestations per FBC and as prescribed by the Architect and Engineer of Record.

Prohibition of Exposed Organic Exterior Materials

1) Exterior Weather-Exposed Materials: No exterior surface of any structure shall consist of wood or any other organic (see definition below), non-cementitious material that is subject to degradation from exposure to weather conditions including sun, rain, wind, and humidity.
2) Encapsulation Requirement: All wood or other organic, non-cementitious materials used in the structural components of a building shall be entirely encapsulated by non-organic, weather-resistant materials. Such encapsulation must be continuous and durable, providing complete protection from direct contact with exterior environmental conditions.
3) Allowed Exterior Materials: Acceptable exterior materials include, but are not limited to:
    a. Cementitious products (e.g., stucco, fiber cement siding, concrete masonry units)
    b. Natural or manufactured stone
    c. Metal cladding designed for exterior use
    d. Glass, where permitted by building code
    e. Other inorganic, weather-resistant materials as approved by the Building Official.

Definition: For the purposes of this Ordinance, organic material shall mean any naturally occurring or synthetic material derived from plant or animal sources, or any material primarily composed of carbon-based compounds that are susceptible to biological degradation.

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~~NINTH~~TENTH DEVELOPMENT ORDER AMENDMENT AND RESTATEMENT[1] FOR COCONUT POINT DRI STATE DRI # 09-2001-153

Let it Be Known That, pursuant to Florida Statutes §380.06, the Board of County Commissioners of Lee County, Florida, heard at a public hearing convened on October 21, 2002, the Application For Development Approval submitted by The Simon Property Group, L.P. and Oakbrook Properties, Inc., for Coconut Point DRI (originally known as Simon Suncoast DRI), a mixed use development in Lee County, consisting of approximately 482.4+/- acres.

WHEREAS, the Board of County Commissioners of Lee County, Florida considered the report and recommendations of the Southwest Florida Regional Planning Council, the Lee County Staff, the Lee County Hearing Examiner, the application and sufficiency submittals, and the documents and comments made on the record in public hearing, and after full consideration of those reports, recommendations, documents and comments, the Board of County Commissioners of Lee County, Florida, adopted the Coconut Point Development of Regional Impact (DRI) Development Order; and

WHEREAS, the original Development Order for the Coconut Point DRI was approved on October 21, 2002; and

WHEREAS, the DRI Development Order was subsequently amended on February 7, 2005, to reduce the number of hotel rooms from 600 to 350, decrease the number of apartments from 450 to 250, and increase the number of residential condominiums from 550 to 1,000; and

WHEREAS, on August 1, 2006, the DRI Development Order was amended a second time to extend the build-out date one year to December 31, 2007; and

WHEREAS, on August 30, 2006, the DRI Development Order was amended a third time to: (1) increase condominium units from 1,000 to 1,528; (2) decrease apartment units from 250 to 0; (3) increase hotel units from 350 to 440; (4) decrease retail commercial square footage from 1,800,000 to 1,638,900; (5) increase commercial square footage for banks by 8,000 square feet; (6) increase general office square footage from 200,000 to 315,000; (7) decrease medical office square footage from 100,000 to 68,333; (8) add a 506-seat performing arts center; and (9) add a land use conversion chart; and

WHEREAS, the Coconut Point DRI was amended a fourth time on March 18, 2008, to provide the benefit of the statutory extension to all phase build-out and expiration dates as provided under HB 7203; and

[1] This is an amendment of ~~a codification and restatement of~~ the Ninth Development Order Amendment and Restatement for Coconut Point DRI ~~Development Orders as amended through July 26, 2017~~ to amend and to update the Ninth Amendment to eliminate original requirements either fulfilled by the Applicant or no longer relevant.

WHEREAS, the Coconut Point DRI was amended a fifth time on December 19, 2009, to provide the benefit of the statutory extension to all phase build-out and expiration dates as provided under SB 360; and

WHEREAS, on June 2, 2011, House Bill 7207 (HB 7207) was signed into law by the Governor of the State of Florida. HB 7207, as codified in Chapter 2011-139, Laws of Florida, authorizes a four-year extension for all valid DRI Development Orders. At the option of the developer, all commencement, phase, build-out and expiration dates for valid Developments of Regional Impacts may be extended by four (4) years regardless of previous extensions issued in the past; and

WHEREAS, on June 29, 2011, Lee County received a request to extend the DRI compliance dates as contemplated under HB 7207, resulting in an extension to December 31, 2016; and

WHEREAS, Executive Order Number 11-128 provided for an extension of 60 days (extended an additional 60 days by Executive Order 11-172 and an additional 30 days by Executive Order 11-202), for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363 (effective July 1, 2011) build-out dates for valid DRI Development Orders were extended an additional 6 months; and

WHEREAS, on January 26, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 11-128 (extended by 11-172 and 11-202) and Florida Statutes §252.363, resulting in an extension to November 6, 2017; and

WHEREAS, Executive Order Number 12-140 provided for an extension of 60 days (extended an additional 30 days by Executive Order 12-192 and an additional 5 days by Executive Order 12-217) for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363, build-out dates for valid DRI Development Orders were extended an additional 6 months; and

WHEREAS, on July 2, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 12-140 (extended by 12-192 and 12-217) and Florida Statutes §252.363, resulting in an extension to August 8, 2018; and

WHEREAS, Executive Order Number 12-199 provided for an extension of 60 days for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363, Executive Order Number 12-199 extended the build-out dates for valid DRI Development Orders an additional 6 months; and

WHEREAS, on October 2, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 12-199 and Florida Statutes §252.363, resulting in an extension to April 7, 2019; and

WHEREAS, on January 8, 2013, the Coconut Point DRI was amended a sixth time to extend the build-out and termination dates to April 7, 2019, and April 7, 2025, respectively; and

WHEREAS, on August 5, 2013, the DRI Development Order was amended a seventh time to: (a) decrease the number of residential units from 1,528 to 1,214; (b) decrease the retail square footage from 1,638,900 to 1,607,500; (c) increase the office square footage from 315,000 to 782,777; (d) eliminate the performing arts center; (e) increase the number of ALF units from 200 to 400; (f) reduce the number of hotel units from 440 to 320; and (g) extend the build-out and termination dates to December 31, 2019, and December 31, 2025, respectively; and

WHEREAS, on September 20, 2013, Lee County received a request for an Eighth Amendment to the Coconut Point DRI Development Order to: (1) add an acute care hospital and increase the amount of medical office from 104,333 sf. to 234,000 sf. and (2) extend the build-out date and termination date to December 31, 2024, and December 31, 2030, respectively; and

WHEREAS, the Eighth Amendment (1) provided an option to develop an acute care hospital within Tract 3A; (2) increased the square footage of office that can be constructed within Tract 3A so long as net new external trips from Tract 3A do not exceed 614; and (3) extended the buildout and termination dates to December 31, 2024, and December 31, 2030, respectively; and~~.~~

WHEREAS, the Eighth Amendment application was reviewed by the Southwest Florida Regional Planning Council and the Lee County Hearing Examiner, who found it consistent with the Lee County Comprehensive Plan; and

WHEREAS, the Board approved the Eighth Amendment on May 7, 2014, finding the proposed changes did not constitute a substantial deviation from the original development approvals; and

WHEREAS, the Village of Estero was created on or about December 31, 2014, and the Coconut Point DRI is now under the jurisdiction of the Village of Estero; and

WHEREAS, ~~an application was submitted by Lee Memorial Health System to make corrections to the DRI DO created by the Eighth Amendment. These corrections allowed Tract 3A-1, 3A-2, and 3A-3-1 in the South Village to be developed with (1) a 160-bed~~

~~acute care hospital constructed only within Tracts 3A-1, 3A-2 and 3A-3_1, and (2) with any of the following land uses or combinations so long as they do not exceed 479 total net new external trips: up to 60,000 gross leasable square feet of retail, 300,000 square feet office (of which a maximum of 198,000 square feet may be medical office), 160 acute care hospital beds. These corrections were approved by~~ the Village Council ~~as~~ by Ordinance 2016-10 adopted on August 31, 2016 amended the Eighth Amendment to allow within Tracts 3A-1, 3A-2 and 3A-3 a 160 bed acute care hospital and the following land uses or combinations which shall not exceed 479 total net new external trips: up to 60,000 gross leasable square feet of retail, and 300,000 square feet office (of which a maximum of 198,000 square feet may be medical office). ~~The corrections approved by Ordinance 2016-10 are included in this Ninth Development Order Amendment and Restatement ("Ninth Amendment")~~; and

WHEREAS, an application to further amend the Eighth DRI Development Order was submitted by Coconut Point Holdings, LP on or about August 16, 2016, to (1) reduce 200 assisted living facility (ALF) units in Tract 1A; (2) reduce 18,900 square feet of commercial retail in Tract 1C; and (3) to add 180 multi-family apartment (MF-APT) units within Tract 1A~~Development Area 1~~; and

~~WHEREAS, Department of Economic Opportunity (DEO) issued a letter on or about July 19, 2016, finding that the amendment is a change pursuant to Section 380.06(19)(e).2.k., Florida Statutes and not a substantial deviation; and~~

~~WHEREAS, the Village of Estero Council has determined that the amendment is not a substantial deviation and concurred with DEO that the amendment is a Section 380.06(19)(e).2.k. change; and~~

WHEREAS, ~~this~~ the Village approved the Ninth ~~Amendment~~ Development Order Amendment and Restatement ("Ninth Amendment") by Ordinance 2017-02 on July 26, 2017 permitting said changes; and ~~will correct~~ correcting certain inconsistencies of land use intensity changes that were approved by previous amendments but not corrected in the previous amendments; and

WHEREAS, the applicant PHG Acquisitions, LLC, applied on May 2, 2024 to amend the Ninth Amendment to incorporate build-out date extensions approved pursuant to §252.361, Florida Statutes, and to permit an increase of 83 hotel units and a decrease of 2,000 square feet of commercial retail floor area, all within Development Area 2; and

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida, that the Development Order for the Coconut Point DRI is hereby amended by this Tenth Development Order Amendment and Restatement as follows:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The Coconut Point DRI is a master planned commercial development consisting of 482.4+/- acres located in ~~unincorporated south central Lee County~~ the

Village of Estero at the intersection of US 41 and Coconut Road. The Coconut Point DRI is a mixed use development that will consist of: ~~1,440,110~~ 1,438,110 gross leasable square feet of retail/regional mall (Regional Retail Center), 106,100 gross leasable square feet of retail on other parcels adjacent to the regional mall (Community Commercial Retail), 8,000 gross leasable square feet of Banks, 835,777 square feet of office, of which no more than 234,000 square feet may be medical office, ~~370~~ 453 hotel rooms, 1,214 condominium units, 180 multi-family apartment units, and a 200 unit assisted living facility. The project will include 33.4 acres of conservation areas, 57.1 acres of lakes, 43.2 acres of road rights-of-way and 9.0 acres of green area/open space.

B. Water and wastewater treatment will be provided by Bonita Springs Utilities.

C. The project phasing schedule consists of one phase with build-out in 2038~~2028~~.

~~C~~D. The terms of this Development Order apply to the property located and described in attached Exhibit A.

~~D~~E. The property is zoned Mixed-use Planned Development (MPD). ~~Undeveloped portions of the property are currently in active agricultural use.~~

~~E~~F. The Application for Development Approval (ADA) as originally approved and further amended is consistent with the requirements of §380.06, Florida Statutes~~, and was found sufficient by the Southwest Florida Regional Planning Council (SWFRPC) on January 17, 2001~~.

~~F~~G. The development is not located in an area designated as an Area of Critical State Concern under the provision of §380.05, Florida Statutes.

~~G~~H. The development will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan. The development is consistent with the State Comprehensive Plan if developed in accordance with the conditions set forth herein.

~~H. On July 19, 2016, the Department of Economic Opportunity determined that the Ninth Amendment was not a substantial deviation and did not require the filing of a Notice of Proposed Change.~~

I. The development is located in the ~~Urban Community~~ Transitional Mixed Use, Conservation and Wetlands future land use categories. The project, as proposed and conditioned herein, is consistent with the Village of Estero Comprehensive Plan and the Village of Estero Land Development Code.

~~J. The conditions set forth below meet the criteria found in §380.06(15)(d), Florida Statutes.~~

II. ACTION ON THE REQUEST AND CONDITIONS OF APPROVAL

NOW THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida, in a public meeting duly advertised, constituted and assembled that the Development of Regional Impact Application for Development Approval submitted on behalf of Simon Property Group, L.P., and Oakbrook Properties, Inc., for the project known as the Coconut Point DRI, originally approved October 21, 2002, is hereby further amended subject to the following conditions, restrictions and limitations. For the purpose of this Development Order, the term "Developer" refers to Simon Property Group, L.P., Oakbrook Properties, Inc., and Coconut Point Developers, LLC, and includes all successors or assigns. All references to County Ordinances or other regulations, including amendments thereto up to and including the date at which the Village was incorporated. References to Village Ordinances and regulations include all amendments that may take effect in the future.

A. AFFORDABLE HOUSING

1. *150 Affordable Housing Units ($600,000).*[2]

~~a. The Developer must provide, either directly or through third parties, 150 units (combined total) of affordable housing for very low, low, and moderate-income persons within the identified DRI housing assessment area on or before December 31, 2006.~~

~~b. In the event the Developer does not provide all of the 150 units required above prior to December 31, 2006, t~~ The Developer ~~may satisfy the remaining~~ satisfied the affordable housing obligation by paying ~~$4,000 ($600,000 divided by 150 units) for each unit of the shortfall to the Lee County Affordable Housing Trust Fund~~ $600,000 to Lee County on December 20, 2006, which was accepted by the County in March, 2007.

2. *University Student Housing ($400,000).*[3] In addition to the above, the Developer ~~will~~ subsidized University student housing by giving $400,000 to the Florida Gulf Coast University in October, 2004.~~prior to the issuance of the first development order allowing vertical construction within the DRI (excepting any public uses mandated by this Development Order).~~ These funds must be specifically earmarked for University student housing.

~~3. The changes to the development parameters proposed in the Ninth Amendment do not create impacts to affordable housing warranting further mitigation.~~

---

[2] ~~The Developer paid $600,000 to Lee County on December 20, 2006, to satisfy this condition. These funds were accepted by the Board via Blue Sheet 20070290 in March 2007.~~

[3] ~~This requirement was satisfied in October 2004.~~

B. ENERGY

The Developer must incorporate, as a minimum, the following energy conservation features into all site plans and architectural programs or ~~insure~~ ensure that the following features are implemented through deed restrictions or covenants with successors in title. All applications for site plan approvals and building permits must be accompanied by documents detailing proposed compliance with these conditions. If deed restrictions or covenants are utilized to ~~insure~~ ensure compliance, those documents must be approved by the Village Attorney's Office prior to recording.

These features are:

1. A bicycle/pedestrian system connecting all land uses, to be placed along arterial and collector roads within the project and also along Sandy Lane. This system will be consistent with LDC regulations.

2. Bicycle racks or storage facilities in recreational, commercial and multi-family residential areas.

3. Bus stops, shelters and other passenger and system accommodations for a transit system to service the project area.

4. Energy efficient features in window design (e.g., tinting and exterior shading), operable windows, ceiling fans, appliances and equipment.

5. Minimize coverage by asphalt, concrete, rock and similar substances in street, parking lots and other areas to reduce local air temperatures and reflect light and heat.

6. Energy-efficient lighting for streets, parking area, recreation area and other interior and exterior public areas.

7. Water closets with a maximum flush of 1.6 gallons and shower heads and faucets with a maximum flow rate of 2.5 gallons per minute (at 80 pounds of water pressure per square inch).

8. Selecting, planting and maintaining native plants, trees and other vegetation and landscape design features that reduce requirements for water, fertilizer, maintenance and other needs.

9. Planting native shade trees to provide reasonable shade for all recreation areas, street and parking areas. Planting native shade trees for each residential unit.

10. Placing trees to provide needed shade in the warmer months while not overly reducing the benefits of sunlight in the cooler months. Orienting structures,

whenever possible, to reduce solar heat gain by walls and utilize the natural cooling effects of the wind.

11. Including porch and patio areas in residential units.

12. Establishing project architectural review committees that will consider energy conservation measures to assist builders and residents in the efforts to achieve greater energy efficiency in the development.

C. STORMWATER MANAGEMENT

1. The Developer must meet the criteria set forth in Chapter 40E, Florida Administrative Code, and the South Florida Water Management District (SFWMD) ~~Basis of Review~~ Applicant's Handbook Volume 1. ~~The Developer must obtain a modification of SFWMD Permit No. 36-00288-S for the construction and operation of the surface water management system. This~~ Any modification to permits issued by the SFWMD must address any impacts created by the development to wetlands and other surface waters. Halfway Creek is classified as an Outstanding Florida Water (OFW). Any discharge to an OFW requires additional water quality consideration. ~~Prior to the issuance of the permit modification, the SFWMD will evaluate this issue in greater detail.~~

2. The Developer must obtain all necessary approvals from the Florida Department of Transportation for any proposed discharge points and water control structures associated with US 41.

3. At the time of permit modification application, the Developer must provide finalized information regarding the size of proposed project lakes, the location of major water control structures, the correct identification of control structures within pre-treatment areas and verification of adequate dimensions for pre-treatment areas.

4 Best management practices are subject to the Village of Estero review and approval and must be included on all construction plans for development.

5. All internal storm water management lakes and ditches as well as any onsite preserved or enhanced wetland areas, must be set aside as private drainage or conservation easements on the recorded plat. Storm water lakes must include, where practical, adequate maintenance easements around the lakes with access to a paved roadway.

6. During construction activities, the Developer must employ best management practices for erosion and sedimentation control. These practices must be included with, or presented on, all construction plans, and are subject to approval by the appropriate agencies prior to implementation.

7. The final storm water management plan must consider, as applicable, measures to reduce runoff rates and volumes, including, but not limited to, fixed control

structures, perforated pipes, and grass swale conveyances. Swales, rather than closed systems, must be used whenever possible.

~~8~~. Any shoreline banks created along the onsite storm water management system must include littoral zones constructed on slopes consistent with SFWMD and the Village of Estero requirements and be planted in native emergent or submergent aquatic vegetation. The Developer must ensure, by supplemental replanting if necessary, that at least 80% cover by native aquatic vegetation is established/maintained within the littoral zone for the duration of the project.

9. The ~~Developer~~ Operating entity must conduct annual inspections of the Master Stormwater Management System and any preserved/enhanced wetland areas on the project site to ensure that these areas are maintained in keeping with the final approved designs, and that the water management system is capable of accomplishing the level of storm water storage and treatment for which it was intended. The ~~Developer or o~~Operating entity must undertake any cleaning and repair determined to be necessary based upon the annual inspection.

10. The Developer must confirm, to the satisfaction of all applicable federal, state, and local review agencies, and the SFWMD, that the proposed storm water management system will not impact habitats of any state or federally listed plant and/or animal species potentially occurring onsite, or that such impacts will be mitigated to the benefit of onsite populations of those species.

11. The Developer must undertake a regularly scheduled vacuum sweeping of all common streets and parking areas within the development.

12. If the Village of Estero establishes a Village-wide storm water management system, the Developer must participate to the extent the system benefits the development.

13. Ditch and swale slopes must be designed to minimize discharges so that these facilities may provide some additional water quality treatment prior to discharge. Treatment swales must be grassed.

14. The grassed storm water treatment areas must be mowed on a regular basis as part of the normal lawn maintenance of the development. Any debris that may accumulate in project lakes, ditches or swales, or which may interfere with the normal flow of water through discharge structures and under drain systems, must be cleaned from the detention/retention areas on a regular basis. Any erosion to banks must be replaced immediately.

15. Under drain systems and grease baffles~~, if utilized within the Coconut Point DRI,~~ must be inspected and cleaned and/or repaired on a regular basis. In no instance may the period between such inspections exceed eighteen months.

16. Storm water management system maintenance requirements include removal of any mosquito-productive nuisance plant species (e.g., water lettuce, water hyacinth, cattails and primrose willows) from all system nodes, reaches, and percolation basins, as well as from the lake littoral zones employed in the system.

17. When required by the SFWMD permit, any isolated wading bird "pools" constructed in lake littoral zones must be excavated to a depth that provides aquatic habitat for mosquito larvae predators, such as *Gambusia affinis*.

18. The Developer will ~~establish~~ maintain a legal operating entity in accordance with the SFWMD ~~Basis of Review~~ Applicant's Handbook Volume 1 and the applicable Lee County or the Village of Estero Land Development Code to maintain the internal storm water management lakes, ditches and wetlands. Easements, common areas or other legal mechanisms may be utilized to ensure there is sufficient access to the storm water management areas for maintenance purposes.

D. TRANSPORTATION

1. Significant Impacts

a. *Assessment Parameters*

The traffic impact assessment for the Project assumed the following development parameters as a worst-case traffic scenario achievable under the maximum potential development parameters identified ~~in Exhibit C,~~ below.

	Build-out ~~(2028)~~
Multifamily Condominiums (ITE LUC 230) (450 d.u. Town Center, 540 d.u. North Village) 224 d.u. South Village	1,214 d.u.
Multifamily Apartments (ITE LUC 220) (180 d.u. North Village)	180 d.u.
Assisted Living Facility (ITE LUC 252) (200 d.u. South Village)	200 d.u.
Hotel (ITE LUC 310) (250 rooms Town Center, 120 rooms South Village)	370 rooms
Community Retail (ITE LUC 820) (66,100 square feet North Village, 40,000 square feet South Village*)	106,100 sq. ft. (gla)
Regional Retail Center (ITE LUC 820)	1,440,110 sq.ft (gla)

1,440,110 square feet Town Center)

General Office (ITE LUC 710) (481,277 square feet North Village, 90,000 square feet Town Center, 30,500 square feet South Village*)	601,777 sq. ft.
Medical Office (ITE LUC 720) (234,000 square feet South Village*)	234,000 sq. ft.
Bank with drive-thru (8,000 square feet North Village)	8,000 sq. ft.

*Tracts 3A-1, 3A-2, and 3A-3 1 in the South Village (shown on page 3 of Map H attached hereto as Exhibit "B") may be developed with up to 60,000 gross leasable sq. ft. retail, 300,000 sq. ft. office (of which a maximum of 198,000 sq. ft. may be medical office), 160 acute care hospital beds, or any combination of these uses that do not exceed 479 net new external trips.

The above parameters form the basis for the original Project impacts and the mitigation requirements contained ~~herein~~ in the original Development Order approval. The assumed land uses associated with the general parameters ~~are~~ were identified by the Land Use Code (LUC) from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 6th Edition. While approved zoning categories may allow a wider range of uses, from a DRI standpoint the Project impacts are based on the above parameters and assumed uses. ~~If the Developer exercises Mitigation Option 2 and is granted concurrency vesting for all or a portion of the DRI, any significant change in the assumed uses, mix of uses or location of uses on the Master Concept Plan will require a re-evaluation of the DRI transportation impacts. A significant change is one that would increase the external project traffic by 5% or more or that would change the projected distribution and assignment of project traffic so as to result in a net increase in road miles of significantly and adversely impacted roadway links. This condition does not apply if Mitigation Option 1 is selected.~~

The overall traffic at the Project driveway entrances, based on the 2002 development parameters, was estimated to be 5,909 trips, including 4,120 PM net new external peak hour trips. The approval of the Seventh Development Order Amendment increased the overall traffic at the driveway entrances to 6,467 trips, including 4,565 PM net new external peak hour trips. The approval of the Eighth Amendment increased the overall traffic at the driveway entrances to 6,588 trips, including 4,734 PM net new external peak hour. The approval of the Tenth amendment does not alter the number of net new external peak hour trips because of the simultaneous increase and decrease in the development parameters.

b. *Build-out Impacts*

The original assessment on an existing-plus-committed network assuming the advancement of certain projects indicate~~s~~d that the significantly impacted roadways and intersections described below ~~will~~ would be operating below acceptable levels of service at the end of the original ~~2006~~ Build-out:

Roadway Improvements Needed

Roadways	Needed Improvement
I-75	
– Corkscrew Road to Daniels Parkway	Widen to 6 lanes
Three Oaks Parkway	
- Williams Road to Corkscrew Road	Widen to 6 lanes
US 41	
– Koreshan Boulevard to San Carlos Boulevard	Widen to 6 lanes
- Bonita Beach Road to Coconut Road	Widen to 6 lanes
Old US 41	
- Rosemary Drive to US 41	Widen to 4 lanes
Intersection Improvements Needed	
Bonita Beach Road @ Old 41(1)	Add 2nd SB left turn lane
Coconut Road @ Driveway 9/ Regional Retail Center(2)	Add WB right turn lane Add SB right turn lane Add SB left turn lane Add dual EB left turn lane Signalization(3)
Coconut Road @ Sandy Lane(2)	Add WB left turn lane Add WB right turn lane Add NB right turn lane Add NB left turn lane Add SB left turn lane Add SB right turn lane Add EB left turn lane Add EB right turn lane Signalization(3)

Corkscrew Road @ Ben Hill Griffin Parkway(1)	Add 2nd EB left turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane
Corkscrew Road @ River Ranch Road(1)	Signal retiming
Corkscrew Road @ Three Oaks Parkway	Add 2nd WB left turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane
I-75 @ Corkscrew Road(1)	Add 2nd EB left turn lane(4) Add 2nd WB left turn lane(4) Add 2nd NB left turn lane Add 2nd SB left turn lane
Old 41 @ Dean Street(1)	Signalization(3)
Old 41 @ Pennsylvania Avenue(1)	Signal retiming
Old 41 @ West Terry Street(1)	Add 2nd NB thru lane Add 2nd SB thru lane
Three Oaks Parkway @ Koreshan Boulevard(1)	Signalization(3)
Three Oaks Parkway @ Williams Road(1)	Signalization(3)
Three Oaks Parkway @ Coconut Road(1)	Signalization(3)
US 41 @ Immokalee Road(1)	Signal retiming
US 41 @ Old 41(1) (Collier County)	Signal retiming
US 41 @ Bonita Beach Road	Signal retiming
US 41 @ West Terry Street	Signal retiming
US 41 @ Old 41/Pelican Landing Parkway	Add 2nd WB right turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane Add 2nd EB left turn lane
US 41 @ Pelican Colony Boulevard	Add dual WB left turn lane(2) Add WB right turn lane(2) Add NB right turn lane(2)

	Add 2nd NB left turn lane Add dual SB left turn lane(2) Add 2nd EB left turn lane Add EB right turn lane
US 41 @ Coconut Road	Add 2nd WB left turn lane Add 2nd NB right turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane Add 2nd EB left turn lane Add EB right turn lane
US 41 @ Driveway 6/Regional Retail Center(1)	Add NB right turn lane(2) Add SB left turn lane(2)(3) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 5/Internal East-west Road(1)	Add NB right turn lane(2) Add dual SB left turn lane(2) Add dual WB left turn lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 4/Pelican Point Boulevard(1)	Add NB right turn lane(2) Add SB Left turn lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 3/Fountain Lakes Boulevard(1)	Add NB right turn lane(2) Add SB left turn lane(2) Add dual WB left turn lane(2) Add WB thru lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 2/Estero Greens(1)	Add NB right turn lane(2) Add dual SB left turn lane(2) Add dual WB left turn lane(2) Add WB thru lane(2) Add WB right turn lane(2) Add EB right turn lane(2) Signalization(2)(3)

US 41 @ Driveway 1/Community Commercial(1)	Add NB right turn lane(2) Add SB left turn lane(2) Add WB right turn lane(2)
US 41 @ Williams Road(1)	Add 2nd SB left turn lane Add 2nd WB left turn lane
US 41 @ Corkscrew Road(1)	Add 2nd WB left turn lane
US 41 @ Broadway(1)	Signal retiming
US 41 @ Koreshan Boulevard	Signalization(3)
US 41 @ Sanibel Boulevard(1)	Signal retiming
US 41 @ Metro Parkway(1)	Add 2nd NB right turn lane
US 41 @ Alico Road(1)	Signal retiming
US 41 @ Island Park Road(1)	Signal retiming
US 41 @ Ben Pratt/Six Mile Cypress Parkway(1)	Add EB thru lane Add WB thru lane
Williams Road @ Driveway 1/Comm Commercial(1)	Signalization(3)
Williams Road @ River Ranch Road(1)	Signalization(3)
Williams Road @ Sandy Lane(2)	Signalization(3) Add WB left turn lane Add NB right turn lane Add NB left turn lane Add EB right turn lane
Williams Road @ Three Oaks Parkway	Signalization(3)

(1) *This intersection is not included in a significantly and adversely impacted roadway segment.*
(2) *This intersection is considered a site-related improvement.*
(3) *Signalization only if warranted and subject to approval by the maintaining agency.*
(4) *Dual EB and WB left turn lanes should be provided if they can be constructed without requiring reconstruction of the I-75 overpass bridge structure.*

The intersection improvements include at grade geometric improvements, such as turn lanes and signalization when warranted. Intersection improvements are accounted for in the overall proportionate share calculation. Site-related needs at the Project entrances are not addressed in the proportionate share calculation and must be addressed by the Developer at the time of local development order approval.

2. **Mitigation**

a. *Build-out Proportionate Share*

The build-out proportionate share ~~is~~ originally was $14,600,000 in year 2002 dollars. This figure represents the Developer's share of necessary roadway and intersection improvements based on the development parameters set forth in Section II.D.1.a. The estimated roads impact fees based on the schedule effective July 1, 2000, ~~is~~ was $10,196,250, which is lower than the proportionate share estimate.

As noted in Condition D.3, the Developer ~~must~~ was required to pay $170,000 as mitigation for the project's Comprehensive Plan impacts to the 2020 level of service on US 41 from Koreshan Boulevard to Alico Road. Therefore, the total proportionate share obligation deemed sufficient to mitigate both the build-out DRI-related transportation impacts on the non-site related roads and intersections set forth in Paragraph D.1.b and the project's Comprehensive Plan impacts ~~is~~ was $14,770,000. ~~However, if the reanalysis described in section D.2.d.1 demonstrates that additional funds are necessary to mitigate the project's transportation impacts, then the Developer will be required to pay the higher mitigation amount.~~

No independent fee calculation ~~will be~~ was permitted for the project, or a subpart thereof, absent a Notice of Proposed Change.

b. Traffic Mitigation. The Developer ~~must choose~~ was provided a choice of one of the two mitigation options ~~identified below~~ to satisfy the proportionate share obligation. The Developer chose Traffic Mitigation Option 2 as described in (1) below and provided the entire traffic mitigation up front to Lee County which provided for concurrency vesting.

~~(1) Traffic Mitigation Option 1~~

~~(a) Payment~~

~~All development within the project must pay roads impact fees in effect at the time of building permit issuance. In addition to roads impact fees, and prior to the issuance of the first~~

~~building permit for vertical construction of any portion of the Regional Retail Center, the Developer must make a lump sum cash payment of $4,573,750 in year 2002 dollars. This lump sum cash payment is intended to mitigate the transportation impacts associated with the Regional Retail Center and satisfy the proportionate share obligation that is due over and above road impact fees.~~

~~In accordance with local policies and regulations, the Developer may be entitled to roads impact fee credits for road improvements constructed within the area surrounding the project.~~

~~(b) Concurrency~~

~~All development within the project will be subject to the Village of Estero Concurrency Management System at the time it obtains a local development order~~

~~(2) Traffic Mitigation Option 2~~[4]

(~~a~~1) Payment

The Developer may vest, for concurrency purposes, up to 400,000 square feet of retail uses and all of the non-retail uses by making an up-front payment of $6,270,000 in 2002 dollars on or before December 31, 2003, or the issuance of the first building permit for the site, whichever comes first (excepting any public uses mandated by this Development Order). The remaining portion of the project will be entitled to concurrency vesting upon the payment of $8,500,000 in 2002 dollars on or before December 31, 2004, or the issuance of the first building permit for the retail uses of the project over 400,000 square feet, whichever comes first. The value of creditable pipelined improvements identified in the Development Agreement may be subtracted from the second payment only.

Concurrency certificates issued pursuant to this option ~~will be~~ were effective until December 31, 2019 ~~[7]~~, or for three (3) years

~~[4] The Developer chose Option 2 and made the two installment payments in a timely manner.~~

~~[7] In Lee County concurrency is reviewed at the time of local development order approval, which is independent of the DRI review process. However, the Developer submitted a traffic analysis for a new build out scenario resulting from HB 7207 demonstrating that the DRI project will not significantly or adversely impact any of the relevant road segments. Based upon this analysis, concurrency vesting rights were extended to December 31, 2017. Analysis during the May 10, 2013 NOPC resulted in an extension of~~

from the date a local development order is issued, whichever is later. Concurrency vesting rights were extended by Lee County to December 31, 2017. Analysis during the May 10, 2013 NOPC resulted in an extension of concurrency vesting until December 31, 2019. Concurrency vesting was subsequently extended to December 31, 2024 as a result of analyses performed for the seventh and eighth amendments to the DRI.

(~~b~~2) Development Agreement

~~Exercise of traffic mitigation option 2 requires~~ Lee County required execution of a Local Government Development Agreement ~~executed~~ for Mitigation Option 2 pursuant to §163.3220, Florida Statutes, and Chapter 2, Article III of the Lee County Land Development Code. ~~The Developer must submit a draft Development Agreement to Lee County within 6 months of the adoption of the original DRI Development Order or prior to submittal of any local development order application for the Regional Retail Center or the Community Commercial Retail. The Development Agreement must be executed prior to issuance of a local development order allowing vertical construction anywhere on the site, excepting public uses mandated by this Development Order. The agreement must specify the payment schedule for the total proportionate share obligation in accordance with subparagraph (2)(a) above.~~ An agreement was entered into with Lee County pursuant to this provision prior to incorporation of the Village of Estero. As of November 2004, all requirements of the Interlocal Agreement were fulfilled and the Agreement is considered terminated by its own terms.

~~c.~~ (3) Application of Payments

(~~1~~a) Cash.

The County ~~will~~ committed originally to apply all impact fees and cash payments made by the DRI toward the non-site related improvements identified in Section D.1.b. In the alternative, the County ~~will~~ agreed to apply the fees toward improvements that relieve those roadways, provided those improvements were deemed necessary to maintain the County's adopted level of service standards. If the

~~concurrency vesting until December 31, 2019. Concurrency vesting was subsequently extended to December 31, 2024, as a result of analyses performed for the seventh and eighth amendments to the DRI.~~

improvements identified in Section D.1.b ~~are~~ were ultimately funded through other sources, in whole or in part, or deemed unnecessary to maintain the adopted level of service standards, Lee County agreed that it may apply the impact fees and cash payments paid by the DRI to other improvements consistent with the requirements of Lee County LDC Chapter 2. Potential applications of the cash payment ~~will~~ could also be specified in the Development Agreement. The funds were paid, and improvements made prior to incorporation of the Village of Estero.~~[8]~~

(~~2~~b) Pipelined Improvements.~~[9]~~

The Developer was permitted to ~~may~~ propose in the Development Agreement to provide a specific roadway improvement or improvements in lieu of the second cash payment to the County of $8,500,000 in 2002 dollars, which is referenced in Section D.2.b.(2)(a). The proposed pipeline improvements were ~~are~~ subject to County approval. ~~In addition to the improvements listed in Section D.1.b, potential improvements for pipelining consideration include (but are not limited to):~~

~~(a) Sandy Lane 2-lane Extension, from the south property line to the north property line (Williams Road) and from Williams Road to Corkscrew Road. Consistent with the County's long-range plan for Sandy Lane as a 2-lane collector and the County's standards for collector roads, no more than 100 feet of right-of-way and 2 lanes of construction will be eligible for credits against the proportionate share obligation. The reasonable cost of providing the railroad crossing between Williams Road and Corkscrew Road will be eligible for~~

~~[8] An Interlocal Agreement addressing the traffic impacts to the City of Bonita Springs precipitated by approval of the Coconut Point DRI was approved by the Board of County Commissioners on March 23, 2003. The Agreement required the County to: (1) conduct the Sandy Lane Alignment Study; (2) transfer $2.184 million to the City for the DRI impacts to Old U.S. 41 between Rosemary Drive and the intersection of Old U.S. 41 with U.S. 41 and Pelican Colony Boulevard; (3) transfer $138,000 for specified intersection improvements; and, (4) set the alignment of Sandy Lane between Pelican Landing Boulevard and the southern DRI boundary. As of November 2004, all requirements of the Interlocal Agreement have been fulfilled and the Interlocal is considered terminated by its own terms.~~

~~[9] The developer chose to pipeline improvements by constructing Sandy Lane Extension (now known as via Coconut Point) from Pelican Colony Boulevard to Corkscrew Road. Lee County accepted that portion of Sandy Lane Extension from Pelican Colony Boulevard to Williams Road for maintenance on January 16, 2007; and, the portion of Sandy Lane Extension from Williams Road to Corkscrew Road was accepted for maintenance on August 5, 2008.~~

~~credits against the project's proportionate share obligation. If the Developer chooses to build more than 2 lanes, it will be at the Developer's sole expense.~~

~~(b) Interim improvements not requiring right-of-way at the Corkscrew Road/I-75 interchange (subject to FDOT approval).~~

~~The estimated costs of any improvements made by the Developer (including design, right-of-way acquisition, drainage, permitting, water retention, construction, and the like) must be documented and submitted to the County for review and approval. The County reserves the right to obtain its own estimates for comparison purposes. Credit against the proportionate share obligation will be based on the final actual costs of the agreed upon improvements. Any right-of-way granted to the County will be valued as of the day prior to the DRI and zoning approval and subject to the compliance with applicable LDC provisions. Credit for the construction costs will be subject to the provisions of the County Land Development Code and standard practice related to project timing. The improvements must be built to applicable County or State standards and accepted for maintenance in accordance with the requirements of the responsible jurisdiction.~~

The Developer chose to pipeline improvements by constructing Sandy Lane Extension (now known as Via Coconut Point) from Pelican Colony Boulevard to Corkscrew Road. Lee County accepted that portion of Sandy Lane Extension from Pelican Colony Boulevard to Williams Road for maintenance on January 16, 2007; and the portion of Sandy Lane Extension from Williams Road to Corkscrew Road was accepted for maintenance on August 5, 2008. The Village after its incorporation then accepted this portion for maintenance.

(4)~~d~~. *Build-out Extension*

~~(1) Requirement for Reanalysis~~

The original DRI Development Order approval indicated that extension of the build-out date beyond 2007 may alter the project's impact to the area road network. Under the Second DRI Development Order amendment, the Developer was obligated to file a complete traffic re-analysis in order to achieve an extension of the build-out date beyond December

2007. The DRI rules were amended and other legislation was adopted, and the Developer applied for legislative and State of Emergency time extensions which were granted. The current build-out date is ~~September 4~~, December 7, 2038. ~~However, a three-year statutory extension of the build-out date was granted by 2007 legislation; and a two-year statutory extension of the build-out date was granted by 2009 legislation.~~

~~As a result of Florida HB 7207, Executive Order Numbers 11-128 (extended by 11-172 and 11-202), 12-140 (extended by 12-192 and 12-217) and 12-199, and §252.363, the DRI build-out date was automatically extended to April 7, 2019. However, concurrency vesting was not automatically extended. The traffic analysis submitted by the Developer demonstrated that the DRI project will not significantly or adversely impact any of the relevant road segments up to December 31, 2017. A subsequent analysis included in the May 10, 2013, NOPC resulted in an extension of concurrency vesting until December 31, 2019. Analyses performed for subsequent seventh and eighth amendments to the DRI resulted in an extension of concurrency vesting to December 31, 2024.~~

~~The assessment must include, but is not limited to, identification of the adjusted phasing, the level of development anticipated for the revised phasing, estimated traffic impacts, needed improvements, and the project's proportionate share of those improvements.~~

~~The assessment must include a cumulative analysis of the project's traffic impacts. The assessment must also identify mitigation for significantly and adversely impacted road segments by cumulative project traffic at the extended build-out year in accordance with the Transportation Uniform Standard Rule in the Florida Administrative Code. Prior to conducting a reassessment analysis, the Developer must attend a transportation methodology meeting with the Village of Estero, and other review agencies as necessary, to establish the appropriate methodology.~~

~~The traffic assessment will be prepared by the Developer following generally acceptable transportation planning procedures consistent with the standards in effect at the time of reanalysis. Payment of additional mitigation, if any, resulting from the traffic assessment must be specified in an~~

~~amended development order. The development order must be amended via a Notice of Proposed Change to reflect the revised phasing and additional mitigation.~~

~~The Village of Estero will provide credit against the recalculated proportionate share for all mitigation paid through the date of the new traffic assessment. Proportionate share payments previously made by the Developer will be adjusted to then current year dollars. This will be accomplished by increasing the principal amount paid by an amount equal to the increase as determined in the State Highway Bid Index for the State of Florida, published in the Engineering News Record, using an average of the last four quarterly factors. This increase will be expressed as a percentage and will be measured from the index published for the fourth quarter of 2001 to the index published in the then latest available edition.~~

~~Under no circumstances will reimbursement be granted for any portion of a payment made in exchange for concurrency vesting, regardless of the outcome of a reanalysis.~~

~~(2) Alternative for Reanalysis~~

~~(a) *Extension of Build-out.*[12]~~

~~If all or a part of the Regional Retail Center has received building permits prior to December 31, 2006, the Developer may choose to pay the traffic mitigation for some or all of the balance of the development through build-out in a lump sum at the time the extension application is approved. Full payment of the~~

~~[12] The developer paid the lump sums required to exercise Mitigation Option 2 in December 2004 and December 2005. The second DRI Development Order Amendment adopted August 1, 2006 served to extend the build out date to December 31, 2007. In accord with the terms of the original DRI Development Order approval, the one-year extension to 2007 was the maximum extension that could be approved without a complete traffic reanalysis. Adoption of HB7203 resulted in a three-year statutory extension of the DRI build-out date to December 31, 2010. The Developer submitted an abridged traffic analysis demonstrating that the concurrent status of the project could also be extended to December 31, 2010 because no additional roadways would be significantly or adversely impacted by the statutory extension of the build out date.~~

~~A second statutory extension of the build out date was granted to 2012 under SB 360 as adopted June 1, 2009. This second extension was not based upon additional traffic analysis due to the Board adoption of Resolution 09-06-22. Therefore, impacts from 2010 forward must be addressed in a subsequent extension of the build-out beyond 2012.~~

~~A third statutory extension of the build out date was granted under HB 7207 and Executive Orders 11-128 and 12-140. With this third extension the Developer submitted a traffic analysis for a new build out scenario demonstrating that the DRI project will not significantly or adversely impact any of the relevant road segments. Based upon this analysis, concurrency vesting was extended to December 31, 2017.~~

~~Concurrency vesting was subsequently extended to December 31, 2024 pursuant to subsequent seventh and eighth amendments.~~

~~required mitigation pursuant to Mitigation Option 2 constitutes an election under this section. This section is not intended to supersede the standard submittal requirements for a typical Notice of Proposed Change under state law.~~

~~(b) *NOPC filed to extend build-out beyond 2012.*~~

~~If the entirety of the Coconut Point DRI is not built out by September 4, 2028, the NOPC requesting a build-out date extension must be accompanied by a complete cumulative traffic reanalysis, as contemplated by the June 15, 2005, RPC recommendation. The traffic impact analysis must date back to 2010 and address all relevant impacts moving forward from December 31, 2010.~~

3. **Comprehensive Plan Mitigation**

An amendment to the Future Land Use Map, to change 435 acres from "Rural" to "Urban Community" was necessary to accommodate the original approval of this DRI. To support the Map amendment, an analysis different from the DRI Transportation Analysis was necessary. This Comprehensive Plan analysis required review of the effects of the proposed DRI project in the year 2020 on the planned, financially feasible roadway network. The result of this analysis indicated that four road segments, beyond those planned for improvement as part of the 2020 financially feasible roadways network plan, ~~will~~ were projected to fail with the addition of the Coconut Point (aka Simon Suncoast) project. ~~The failure for three of the identified segments will likely be addressed through other means, but t~~The segment of US 41 from Koreshan Boulevard to Alico Road ~~is~~ was projected to fail even after the six-lane improvement identified in paragraph D.1.b.

~~The comprehensive plan amendment transmittal package approved by the Board of County Commissioners on December 13, 2001, indicated that appropriate traffic impact mitigation must be provided at the time of rezoning or DRI development approval.~~

~~The costs for needed improvements beyond those planned in the 2020 Financially Feasible Plan are solely the responsibility of the Developer, and are treated much as a proportionate share obligation. In this case, t~~The Developer ~~has~~ estimated that the provision of dual left turn lanes at a number of key intersections along the impacted segment of US 41 will improve the capacity enough to allow satisfactory operation. The Developer estimated that the cost of providing these turn lanes would be roughly $692,000, not including the costs of maintenance of traffic, mobilization and permitting. The Developer's proportionate share of the cost of the turn lanes ~~is~~ was $170,000. This figure ~~has been~~ was added to the project's DRI proportionate share, ~~as noted above~~ and was paid by the Developer.

4. **Access and Site Related Improvements**

In addition to the proportionate share obligation set forth above, the Developer ~~is~~ was responsible for its share of the following site-related roadway and intersection improvements: all internal roadways, all intersection improvements, including signalization, turn lanes, deceleration lanes, and other improvements deemed necessary by the County Engineer and consistent with the Village of Estero Land Development Code for the Project's access points onto U.S. 41, Coconut Road, and Williams Road. The improvements include the installation of a signal coordination system on US 41 from Pelican Colony Boulevard to Williams Road. During the local development order review process, site-related improvements must be evaluated based on weekday, PM peak hour conditions. Saturday mid-day conditions must be considered in the design of turn lanes due to the retail component of the DRI. Site-related improvements are not eligible for credit against impact fees and may not be used to offset the proportionate share obligation. Project accesses onto US 41 are subject to obtaining a connection permit from FDOT.

5. **Committed Improvements**~~[13] [14]~~

The following improvements were required of the Developer and have been fulfilled.

Roadway Improvements

Roadways	Start Year	Improvement
Alico Road		
– US 41 to Seminole Gulf Railway	02	4 Lanes
– Seminole Gulf Railway to I-75 West Ramps	02	6 Lanes
Ben Hill Griffin Parkway/Treeline Avenue		
– Alico Road to Daniels Parkway	02	4 Lane Ext.
Bonita Beach Road		
- Imperial Street to I-75	03	6 Lanes

~~[13] As of the date the Third DRI DO was adopted, many of the improvements identified as committed are complete. The completed improvements include Alico Road, Ben Hill Griffin/Treeline, Bonita Beach Road, Livingston/Imperial, Three Oaks from Coconut Road to Corkscrew Road, US 41 and Williams Road. Three Oaks from Corkscrew Road to Alico Road is currently under construction. Construction of Three Oaks Parkway from Alico to Daniels Parkway is delayed; and the Metro Parkway project is currently not funded.~~

~~[14] As of the date the Fifth DRI DO was adopted the following improvements were under construction: Metro Parkway Extension and the widening of a portion of I-75 to six lanes; and the segment of Three Oaks from Alico to Corkscrew is complete.~~

Livingston/Imperial Connection – Immokalee Road to Bonita Beach Road	U/C	2 Lane Ext.
Metro Parkway – U.S. 41/Alico Road to Ben Pratt/Six Mile Cypress Pkwy (including interchange)	04	6 Lane Ext.
Three Oaks Parkway – S. of Coconut Road to Williams Road	U/C	4 Lane Ext.
– Williams Road to Corkscrew Road	U/C	4 Lane Ext.
– Corkscrew Road to Alico Road	03	4 Lanes
– Alico Road to Daniels Parkway	03	4 Lane Ext.
US 41 – Old 41 (Collier County) to N. of Bonita Beach Road	03	6 Lanes
- San Carlos Boulevard to Alico Road	U/C	6 Lanes
Williams Road – River Ranch Road to Three Oaks Parkway	02	2 Lane Ext.

~~The Regional Retail Center has the potential to create a temporary burden on the transportation network. The following Staging Schedule is an effort to minimize the temporary transportation burden while providing the Developer with the ability to obtain building permits for vertical construction of retail uses. Issuance of any building permit for vertical construction will require prior compliance with the mitigation options set forth in condition D.2. The "Maximum Square Footage" column identifies the maximum gross retail square footage for which building permits allowing vertical construction may be issued prior to the corresponding date, unless the improvements identified "to Avoid Interim Level of Service Problem" are under construction on or before the identified date. If all required interim improvements are completed or under construction on or before the identified date, then building permits for the maximum amount of retail square footage as identified in conjunction with the corresponding date may be issued.~~

~~Date~~	~~Maximum Square Footage~~	~~Needed Improvements to Avoid Interim Level of Service Problem~~	
		~~Route~~	~~Limit~~
~~Adoption of DRI DO AND~~	~~400,000~~	~~Not Applicable~~	~~Not Applicable~~

~~Compliance with Cond. D.2~~			
~~July 1, 2004~~	~~800,000~~	~~U. S. 41 - 6 Lane~~	~~Collier County line to Bonita Beach Road~~
~~July 1, 2005~~	~~1,200,000~~	~~Three Oaks Ext. 4L~~	~~Terry St. to Coconut Rd.~~
		~~OR~~	
		~~Livingston Rd./ Imperial St. 4 Lane~~	~~Immokalee Rd. to E. Terry St.~~
~~July 1, 2006~~	~~1,800,000~~	~~US 41 6Lane~~	~~Corkscrew Rd. to San Carlos~~
		~~AND~~	
		~~Three Oaks Ext. 4 Lane~~	~~Terry St. to Coconut Rd.~~
		~~AND~~	
		~~Old 41 - 4 lane~~	~~Rosemary dr. to US 41~~
		~~AND~~	
		~~Metro Pkwy. Ext. 6 Lane~~	~~Alico Rd. to ben C Pratt/ Six Mile Cypress Pkwy~~
		~~AND~~	
		~~Three Oaks Ext 4 Lane~~	~~Alico Rd. to Daniels Pkwy~~
		~~or~~	
		~~Treeline Ext. 4L~~	~~Alico Rd. to Daniels Pkwy.~~

~~6. **Annual Transportation Monitoring Program**~~

~~a. *Design of Monitoring Program*~~

~~The transportation monitoring program will be designed in cooperation with the Village of Estero, Lee County Department of Transportation, the Florida Department of Transportation (FDOT), the Southwest Florida Regional Planning Council (SWFRPC), and the Florida Department of Community Affairs (FDCA) prior to submittal of the first report. The methodology of the annual transportation monitoring report may be revised if agreed upon by all parties.~~

~~b. *Submittal of Monitoring Report*~~

~~The Developer must submit an annual transportation monitoring report to the following entities for review and approval: Village of Estero, Lee County Department of Transportation, FDOT, FDCA, and SWFRPC. The first monitoring report will be submitted one year after the effective date of the DRI Development Order.[15] The Developer must provide written notice to the above review agencies if the Developer concludes that a traffic monitoring report is not required because no traffic impacts have been created. Once the transportation monitoring report has been submitted, a report must be submitted annually thereafter until Project build-out, whether actual or declared.~~

~~c. *Minimum Requirements for Report Contents*~~

~~The monitoring report will measure the Project's actual external roadway impacts and the level of service conditions on the impacted roads and intersections, and determine the timing for needed improvements. The traffic monitoring report must also contain the following information:~~

~~(1) P.M. peak Signalization(2)(3) hour traffic counts with turning movements at the Project's access points onto U.S. 41, Coconut Road, Williams Road, Pelican Colony Boulevard and Sandy Lane, and on the external road segments and intersections identified in Paragraph D.1.b. (Traffic counts/volumes may be obtained from original traffic counts, public agency reports, other monitoring reports, and other available data.)~~

~~(2) A comparison of field measured external Project traffic volumes to the 5,909 total P.M. Peak hour external (including 757 pass-by and 1,032 inter-zonal trip ends) project trip generation from all driveways onto U.S. 41, Coconut Road, Williams Road, Pelican Colony Boulevard and Sandy Lane assumed in the DRI analysis. If an interconnection is provided to The Brooks parcel at the southeast corner of U.S. 41 and Coconut Road, a methodology must be developed to identify pass-through trips generated by The Brooks parcel.~~

~~(3) Estimated existing levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.b. above.~~

~~(4) Estimated future levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.b. above, based on a one-year projection of future volumes. A summary of the status of road improvements assumed to be~~

~~[15] The first monitoring report was submitted in January 2004.[16] The statutory two-year extension granted under SB 360 did not serve to suspend the Developer's obligation to address impacts identified under this subsection in the event the monitoring report indicates a substantial deviation has occurred.~~

~~committed by Village of Estero, City of Bonita Springs, Collier County, Lee County and FDOT.~~

~~d. *Implications*[16]~~

~~(1) If the transportation monitoring report reveals that the Project trip generation exceeds the original assumptions contained herein, then the statutory provisions regarding substantial deviations will govern.~~

~~(2) Changes to development parameters or build-out may require the Developer to rebut the statutory presumption of substantial deviation. In some instances, the evidence necessary to rebut the presumption may involve a comparison of Project trip distribution and assignment.~~

~~7~~6. **Pedestrian/Bicycle and Transit Facilities**

The Developer will provide for pedestrian and bicycle facilities and bus stop locations in accordance with the map attached as Exhibit ~~F~~D.

E. VEGETATION AND WILDLIFE/WETLANDS

1. Impacts to the habitat value of the site (i.e. habitat utilized by dispersing juveniles and possible habitat available to adults occupying the Corkscrew area) ~~must be~~ have been considered during the permitting review process with the SFWMD and the Department of Army Corps of Engineers (ACOE). ~~This impact must be assessed in terms of the type and function of the forested habitat on site, and the site's contribution as a connection between preserve lands to support wide-ranging and wetland dependent species.~~ The Developer ~~will~~ has coordinated with the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC) to address the impacts the proposed project may have on habitat utilized by wide-ranging listed species including the Florida Panther and Florida Black Bear.

2. The lake designs ~~must~~ have included draw down pool features in littoral shelf slopes to favor use by woodstork and other wading birds.

3. The Developer ~~must~~ has followed the Standard U.S. Fish and Wildlife Service Protection Measures for the Eastern Indigo Snake; and an Eastern Indigo Snake

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~~[16] The statutory two-year extension granted under SB 360 did not serve to suspend the Developer's obligation to address impacts identified under this subsection in the event the monitoring report indicates a substantial deviation has occurred.~~

~~[17] The requirement to provide property to the Estero Fire Rescue District was satisfied by the recording of a deed at OR Book 4097 Page 0672, dated July 31, 2003.~~

Protection Plan ~~to be~~ has been submitted for review and approval by the FFWCC as a condition of local development order approval.

4. The Developer ~~must~~ has provided an on-site preserve management plan for review and approval by the FFWCC as a condition of local development order approval.

5. The 482± acre site originally consisted of 36.23± acres of SFWMD jurisdictional wetlands. The Developer ~~is committed to~~ has conserved~~ing~~ 22.15 acres of jurisdictional wetlands and 4.81 acres of jurisdictional surface waters. An estimated 9.27 acres of jurisdictional wetlands are proposed to be impacted with an additional 14.56 acres of non-jurisdictional surface waters to be filled (borrow lakes). 3.76 acres of the proposed wetland impacts have been previously permitted by the SFWMD and the Army Corp of Engineers (ACOE) under the Sweetwater MPD/Brooks project (e.g., eradication of exotic vegetation and wetland hydro-period enhancement).

6. Prior to impacting the additional 5.51 acres of jurisdictional wetlands, the Developer ~~must~~ has modified~~y~~ existing SFWMD and ACOE permits and provided additional mitigation.

7. Wetlands and surface water remaining on the project site must be protected during construction through the implementation of temporary erosion and sedimentation control procedures.

8. Littoral plantings will be incorporated into the final design of the proposed stormwater management ponds. Plantings of desirable wetland herbaceous plants, to include species such as pickerelweed, maiden cane, and blue flag iris, cypress and black gum.

9. The existing flow-way is part of the Halfway Creek Watershed and headwaters. The 32.7 acre flow-way ~~must be~~ has been preserved and enhanced. An enhancement plan ~~must be~~ has been submitted as part of the local development order approval process. This plan ~~must~~ included a restoration planting plan for the 8.49± acres melaleuca dominated slash pine-cypress mixed wetland forest and the 6.84± acre area located in the southeast branch of the flow-way that was previously cleared/disturbed. The restoration planting plan, which is outside of the mitigation requirements under the existing permits, can be utilized as compensatory mitigation for additional wetland impacts during subsequent permitting review processes with the state and federal regulatory agencies.

F. HURRICANE PREPAREDNESS

1. ~~The Developer has stated an intention to utilize various community buildings, which are to be built in several locations throughout the development, as onsite emergency shelters for the project's residents. Based on the estimate of needed shelter space prepared by the staff of the Southwest Florida Regional Planning Council, the total shelter space provided by the Developer within Coconut Point DRI will be 10,480 square feet.~~

~~2. Construction of the buildings to serve, as onsite shelters must be started no later than the issuance of the 100th residential unit certificate of occupancy within each separate community in the overall development. All buildings to be utilized, as shelters must meet the following criteria:~~

~~a. elevated above the Category 3 storm surge level;~~

~~b. constructed in accordance with the requirements in Rule 9J-2.0257(6)(e), FAC, to withstand winds of at least one hundred twenty (120) miles per hour;~~

~~c. all windows in the building are shuttered;~~

~~d. equipped with an emergency power generator with adequate capacity to handle the following:~~

~~(1) ventilation fans;~~

~~(2) emergency lighting;~~

~~(3) life safety equipment (i.e., intercom, fire and smoke alarms); and~~

~~(4) refrigeration and cooking equipment.~~

~~e. have an auxiliary potable water supply.~~

~~3. As an alternative to providing all or part of the shelter space in on-site buildings, the Developer may limit the onsite shelter demand of the project by elevating all or portion of the residential units above 15.9 to 16.8 feet NGVD, if the units are located in these elevation ranges, which is the maximum predicted Category 3 storm surge flooding level. The amount of shelter space to be constructed or shelter impact fees to be paid will be determined by the Lee County Office of Emergency Management.~~

~~4.~~ All deeds to property located within the Coconut Point DRI must include or be accompanied by a disclosure statement in the form of a covenant stating the property is located in a hurricane vulnerability zone and that the hurricane evacuation clearance

time for Lee County or the Southwest Florida Region is high and hurricane shelter spaces are limited.

~~5. The Developer is also proposing to develop 370 hotel or motel rooms, within the Coconut Point DRI. Prior to issuance of a local development order for the hotel/motel, the hotel/motel Developer must contact Lee County Emergency Management with respect to establishing written hurricane preparation and evacuation/sheltering procedures. These procedures must be reduced to a written plan, prepared by the hotel/motel Developer, and approved by Lee County Emergency Management prior to occupancy of the hotel/motel.~~

~~6~~2. Mitigation for hurricane evacuation route impacts ~~will be accomplished through implementation of one of the following provisions. The mitigation option to be used must be identified~~ were provided by the Developer as part of the original local development order process.

~~a. Establish and maintain a public information program within the proposed homeowners associations for the purpose of educating the development's residents regarding the potential hurricane threat; the need for timely evacuation in the event of an impending hurricane; the availability and location of hurricane shelters (specifically including the onsite shelters); and the identification of steps to minimize property damage and protect human life.~~

~~In order to use the above mitigation option, the Developer must provide a continuing hurricane awareness program and a hurricane evacuation plan. The hurricane evacuation plan must address and include, at a minimum, the following items: operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; a public awareness program that addresses vulnerability, hurricane evacuation, hurricane shelter alternatives including hotels, the locations of both the onsite hurricane shelters and onsite or offsite public shelters, and other protective actions that may be specific to the development; identification of who is responsible for implementing the plan; and other items as deemed appropriate. The plan must be developed in coordination with local emergency management officials. In order to use this mitigation option, the final plan must be found sufficient by the reviewing agencies and must address the recommendations provided by the reviewing agencies; or~~

~~b. Alternatively, the Developer must commit to providing roadway capacity improvements above and beyond those improvements required by Rule 9J-2.0255, FAC; or~~

~~c~~3. The Developer must commit to providing funds to be used for the purpose of procuring communications equipment, which would upgrade the existing

warning and notification capability of local emergency management officials. In order to use this mitigation option, the Developer must provide reasonable assurance to local emergency management officials regarding the provision's ability to reduce the development's hurricane evacuation impacts. The amount of the funding will be determined and approved by the local emergency management officials. Hurricane impacts and the required mitigation will be evaluated during the review of the local development order. The evaluation will be in accordance with Section 7-501 through 7-505, Land Development Code.

G. WASTEWATER MANAGEMENT/WATER SUPPLY

1. The Developer ~~will~~ obtained a SFWMD permit for groundwater withdrawals for landscape irrigation, for irrigation well construction, as well as for any dewatering needed to construct the project lakes, roads or building foundations.

2. The Developer will utilize water conserving devices and methods necessary to meet the criteria established in the water conservation plan of the public water supply permit issued to Bonita Springs Utilities (BSU).

3. The Developer ~~will~~ coordinated with BSU or other water supplier to ensure that adequate potable water is available to meet the demands of the project.

4. The Developer will provide any necessary verification to the SFWMD that the Developer's plumbing and irrigation designs are consistent with SFWMD rules.

5. The Developer must demonstrate at the time of local development order approval that sufficient potable water and wastewater treatment capacity is available. ~~If BSU cannot provide the necessary service, then the Developer must obtain service from an alternate provider with capacity or construct on-site interim facilities that satisfy BSU Standards. Interim facilities must be dismantled at the Developer's expense when service by BSU is available.~~

6. The on-site lakes, wetlands, and storm water management system must be buffered from treated effluent contamination in accordance with SFWMD regulations.

7. Septic systems utilized in conjunction with construction trailers, sales offices and model homes must be temporary. When it is feasible to connect the temporary uses to the regional wastewater treatment facilities, all temporary septic systems must be abandoned or removed by a licensed septic system firm, in accordance with all applicable regulations.

8. The Developer must submit copies of all local development order application plans that include potable water or wastewater collection and distribution systems to BSU. BSU will review the plans for compliance with the BSU specifications manual.

9. Bonita Springs Utilities will evaluate all potable water facilities to ensure that the facilities are properly sized to meet average, peak day, and fire flow demands in accordance with the LDC. The Village of Estero will consult with the appropriate fire protection district to confirm that the fire flow demands will be satisfied by the proposed potable water facility.

10. The Developer must use the lowest, yet acceptable for the intended purpose, quality of water available for all non-potable water purposes.

H. COMPREHENSIVE PLAN

On October 21, 2002, the Board adopted a resolution amending the Lee Plan to reclassify the DRI site to the Urban Community land use category. The Village of Estero adopted a comprehensive plan for the Village of Estero on June 13, 2018 and designated the DRI site as Transitional Mixed Use, Wetlands and Conservation.

I. POLICE AND FIRE PROTECTION

1. The Developer will ensure that first responders to the area are adequately trained by TECO/People Gas to address accidental natural gas releases from the natural gas pipelines that are to be located on or adjacent to the site to ensure the safety of the residents and visitors to the area.

2. The project must be constructed and maintained in accordance with the adopted Life Safety and Fire Code requirements.

3. The owner or operator of a facility qualifying under the Superfund Amendments Reauthorization Act (SARA) Title III of 1986, and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, must file hazardous materials reporting applications in accordance with §§302, 303, 304, 311, 312, or 313. The applications must be updated annually by each reporting facility.

4. The Developer will provide the Lee County Sheriff's Department with finished shell space in the main regional mall complex (Regional Retail Center) for use as a Sheriff's substation to facilitate law enforcement activities. This space will be provided at nominal cost to the Sheriff's Department.

5. The Fire and EMS impacts of this project will be mitigated by the payment of impact fees in accordance with the schedules set forth in the LDC. ~~However, the~~ Developer ~~must~~ provided the Estero Fire Rescue District with an appropriate parcel (not less than 1 acre in size) for the location of a fire-rescue station and emergency medical

services facility on the project site, ~~Upon transfer of this site to the Fire District, the Developer will be entitled to fire impact fee credits in accordance with the LDC.~~[17]

6. The Developer will conduct a comprehensive security study and evaluation during the design and construction of each retail development phase. The purpose of this study is to design and implement site specific security measures. The plan must provide for review on a quarterly basis by regional security audits. A copy of this plan must be submitted to the County as a condition of local development order approval.

7. The water mains, fire hydrants, and site access must be designed and constructed in accordance with Village of Estero regulations and BSU guidelines by providing large water mains meeting minimum diameters based upon proposed land use, and installation of fire hydrants in suitable locations to provide adequate fire protection coverage. Internal fire sprinkler systems may be required for structures to meet supplemental fire protection.

8. Any on-site facilities with commercial pool operations must comply with appropriate codes and statutes including required safety measures such as chemical sensors, internal alarm systems, or emergency shutdown systems.

J. EDUCATION

1. The education impact of this project will be mitigated by the payment of school impact fees in accordance with the schedules set forth in the LDC. ~~However, the~~ Developer ~~must~~ on February 14, 2008 provided ~~a site at least~~ two five acre~~s in size and appropriately located to accommodate the growing school needs in this area of the county. Upon transfer of this~~ sites located adjacent to Estero High School to the School District~~, the Developer may be entitled to seek~~ and obtained school impact fee credits from the County. ~~in accordance with the LDC.~~[18]

2. ~~This project will have an impact on the Estero High School and surrounding neighborhood traffic.~~ The Developer will use reasonable efforts to prevent the project's construction traffic from using Williams Road east of the railroad tracks.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER, AND ADMINISTRATIVE REQUIREMENTS

A. Resolution. This Development Order constitutes a resolution of the Village of Estero adopted by the Village in response to the proposed Tenth amendment to the DRI filed for Coconut Point DRI.

~~[17] The requirement to provide property to the Estero Fire Rescue District was satisfied by the recording of a deed at OR Book 4097 Page 0672, dated July 31, 2003.~~

~~[18] Developer transferred two 5-acre parcels to the School Board (instr # 2008000042208) on February 14, 2008. School impact fee credits in the amount of $280,000 were issued to DMM Development, LLC (acct # 200805851).~~

B. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the Developer in the ADA and supplementary documents that are not in conflict with conditions or stipulations specifically enumerated above are incorporated by reference into this Development Order. These documents include, but are not limited to the following:

1. The Coconut Point (f/k/a Simon Suncoast) Application for Development Approval, stamped received on September 12, 2000;

2. The Coconut Point DRI sufficiency responses stamped received on February 7, 2001, and April 10, 2001 (transportation) and April 13, 2001; and

3. The governing zoning resolution for the Coconut Point (f/k/a Simon Suncoast) MPD.

C. Master Plan of Development. Map H, dated April 17, 2025, attached hereto as Exhibit "B", is for the current DRI revision and is incorporated by reference. It is understood that because it is a concept plan it is very general. The Developer may modify the boundaries of development areas and the locations of internal roadways to accommodate topography, vegetation, market conditions, traffic circulation, or other site related conditions as long as the modifications meet local development regulations. This provision may not be used to reduce the size of wetland preserve areas. Precise wetland boundaries will be determined by the SFWMD, as delegated by the Department of Environmental Protection (FDEP) and the Army Corp of Engineers (ACOE).

D. Binding Effect. The Development Order is binding upon the Developer, its successors and assigns. Where the Development Order refers to lot owners, business owners or other specific reference, those provisions are binding on the entities or individuals referenced. Those portions of this Development Order that clearly apply only to the project Developer are binding upon any builder/developer who acquires a tract of land within the DRI. The Developer may impose or pass on the requirements of this DRI development order to ultimate purchasers through covenants that run with the land ~~and phasing schedule~~.

E. Reliance. The terms and conditions set out in this Development Order constitute a basis upon which the Developer and the Village of Estero may rely with respect to future actions necessary to fully implement the final development contemplated by this Development Order. The development parameters and phasing schedule upon which this development order approval is based ~~is~~ are set forth in Exhibit C. These development parameters may be adjusted to the extent contemplated by, and in accordance with, the Land Use Conversion Table set forth in Exhibit C-1. ~~Change to the development mix or phasing schedule may require a reanalysis of project impacts in order to rebut a presumption of substantial deviation~~.

F. Enforcement. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party by action at law or equity. ~~All costs of those proceedings, including reasonable attorney's fees, will be paid by the defaulting party.~~

G. Successor Agencies. References to governmental agencies will be construed to mean future instrumentalities that may be created and designated as successors in interest to, or which otherwise possess, the powers and duties of the referenced governmental agencies in existence on the effective date of this Development Order.

H. Severability. If any portion or section of this Development Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, then that decision will not affect the remaining portions or sections of the Development Order, which will remain in full force and effect.

I. Applicability of Regulations. This Development Order does not negate the Developer's responsibility to comply with federal, state, regional and local regulations.

J. Further Review. Subsequent requests for local development permits ~~do not require further DRI review~~ shall be reviewed pursuant to the Village of Estero Land Development Code ~~§380.06, Florida Statutes~~. ~~However, upon a finding at a public hearing by the Village that any of the following conditions exist, the Village must order a termination of all development activity in that portion of the development affected by substantial deviation until a DRI Application for Development Approval, Notice of Substantial Deviation or Notice of Proposed Change has been submitted, reviewed and approved in accordance with §380.06, Florida Statutes~~

~~1. There is a substantial deviation from the terms or conditions of this Development Order or other changes to the approved development plans that create a reasonable likelihood of an additional regional impact or any other regional impact created by the change that has not been evaluated and reviewed by the Regional Planning Council; or~~

~~2. Expiration of the period of effectiveness of the Development Order. Any request to extend the effectiveness of this Development Order will be evaluated based on the criteria for the extension of the build-out date set forth in §380.06(19), Florida Statutes.~~

~~3. Conditions in this development order that specify circumstances in which the development will be required to undergo additional DRI review. See 9J-2.025(10).~~

K. Build-out and Termination Dates. The project has a build-out date of ~~September 4, 2028,~~ December 7, 2038, and a termination date of ~~September 5, 2034~~December 7, 2044. The termination date is based on the recognition that a local

Development Order is valid for six years after the build-out date. ~~No permits for development will be issued by the Village subsequent to the termination date or expiration date unless the conditions set forth in §380.06(15)(g) are applicable.~~

L. Commencement of Physical Development. As of November 2004, commencement of substantial physical development of the project has occurred. Further development must occur in accordance with the development parameters and phasing schedule set forth in Exhibit C.

M. Assurance of Compliance. The director of the Village of Estero Department of Community Development, or their designee, will be the local official responsible for assuring compliance with this Development Order. The Village of Estero is primarily responsible for monitoring the development and enforcing the provisions of the development order. No permits or approvals will be issued if the Developer fails to act in substantial compliance with the development order.

N. Credits Against Local Impact Fees. Pursuant to §380.06(16), Florida Statutes, the Developer may be eligible for credits for contributions, construction, expansion, or acquisition of public facilities, if the Developer is also subject by local ordinances to impact fees or exactions to meet the same needs. However, no credit will be provided for internal or external site-related facilities required by Village regulations, or to any off-site facilities to the extent those facilities are necessary to provide safe and adequate services to the development.

O. Protection of Development Rights. The project will not be subject to down-zoning, unit density reduction, or intensity reduction prior to ~~September 4, 2028~~ December 7, 2038. If the Village demonstrates at a public hearing that substantial changes have occurred in the conditions underlying the approval of this Development Order, or finds that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the Village of Estero to be essential to public health, safety and welfare, then down-zoning, unit density reduction, or intensity reduction may occur.

P. ~~Biennial~~Monitoring Reports. At the request of the Director of Community Development during permitting review, the Developer shall provide a report regarding the status of the development or part of the development within the DRI, and any conditions applied to the development by the Development Order. The Director of Community Development may request supplemental traffic analysis if the applicant seeks to amend the development parameters set forth in the DRI Development Order in a manner which creates a substantial increase (5%). This condition shall cease to be in effect upon the build-out of the project. ~~The Developer must submit a report biennial to the Village of Estero Department of Community Development, the SWFRPC and Florida DCA on Form RPM-BSP-Annual-Report-1. The content of the report must include the information set forth in Exhibit D, and must also be consistent with the rules of the FDCA. The first monitoring report was submitted to the DRI coordinator for SWFRPC, DCA, and Lee~~

~~County no later than one year after the effective date of this Development Order[20]. Further reporting must be submitted every two years for subsequent calendar years thereafter, until build-out, whether actual or declared. Failure to comply with this reporting procedure is governed by §380.06(18), Florida Statutes, which provides for the temporary suspension of the DRI Development Order.~~

~~The Developer must file the monitoring reports until actual or declared build-out of the project. The Simon Property Group is the party responsible for filing the monitoring reports until one or more successor entities are named in the development order. The Developer must inform successors in title to the undeveloped portion of the real property covered by this development order of the reporting requirement. Tenants or owners of individual lots or units have no obligation to comply with this reporting condition.~~

~~The Developer must also submit a transportation annual report in accordance with the provisions set forth in Section II.D. of this development order.~~

Q. Community Development District. ~~The Developer might elect to petition for the formation of a Uniform Community Development District to serve all or a portion of the project pursuant to Florida Statutes, Chapter 190, as it may be in effect from time to time. Lee County hereby gives its approval that any such district may undertake the construction and/or funding of all or any of the mitigation and public infrastructure projects for which the Developer is responsible under the terms of this development order, whether within or without the boundaries of the district, and including the payment of mitigation amounts provided for in this development order, as a co-obligor hereunder. This provision may not be construed to require the approval of any petition to form such a district, and in no event will the Developer be released from its obligations under this development order.~~ The Developer was given an option by the original Development Order but did not elect to petition for a CDD for all or a portion of the DRI.

R. Transmittal and Effective Date. ~~The Village will forward certified copies of this Development Order to the SWFRPC, the Developer, and appropriate state agencies.~~ This Development Order is effective at the time of its adoption by the Village of Estero Village Council. ~~rendered as of the date of that transmittal, but will not be effective until the expiration of the statutory appeal period (45 days from rendition) or until the Florida Department of Economic Opportunity (DEO) has completed its review and has determined not to take an appeal, should that occur prior to the expiration of the 45-day period, or until the completion of any appellate proceedings, whichever time is greater. In accordance with the requirements of §380.06(15)f, Florida Statutes, once this development order is effective, t~~The Developer must record notice of its adoption in the office of the Clerk of the Circuit Court of Lee County.

S. Continued Agricultural Use of Property. Bona fide agricultural uses in existence on the date of this DRI initially approved October 21, 2005 have ceased. ~~may~~

~~[20] The first monitoring report was submitted in January 2004.~~

~~continue until the first development order approval for a site within the particular tract, as designed on Map H, (excluding public uses mandated by this Development Order). No development activity of any kind may occur on the property, including the clearing of vegetation or cutting of trees, unless such activity is reviewed and approved in accordance with Lee County regulations as if no agricultural use existed on the property. The purpose of the limitation is to eliminate any exemption or other special considerations or procedures that might otherwise be available under the Village of Estero regulations by virtue of the existing agriculture on the property.~~

Councilmember _____ made a motion to adopt the ~~Ninth~~ Tenth Development Order Amendment and Restatement, seconded by Councilmember _____. The vote was as follows:

	AYE	NAY
Mayor Joanne Ribble	____	____
Vice Mayor George Zalucki	____	____
Councilmember Lori Fayhee	____	____
Councilmember Jeff Hunt	____	____
Councilmember Rafael Lopez	____	____
Councilmember Jon McLain	____	____
Councilmember Jim Ward	____	____

DULY PASSED AND ADOPTED this ____ day of _____, ~~2017~~2025

ATTEST: VILLAGE OF ESTERO, FLORIDA

BY:_____ By:_____
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By:_____
Nancy Stroud, Esq., Village Land Use Attorney

Exhibits:

A. Legal Description
B. Master Plan of Development (Map H) dated 4/17/25
C. Development Parameters and Phasing Schedule
C-1 Land Use Conversion Table
~~D. Biennial Monitoring Report Requirements~~
~~E Calculation of Road Impact Fee Obligation~~
~~F~~D. Pedestrian, Bicycle and Bus Stop Plan

Exhibit A

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS

950 Encore Way • Naples, Florida 34110 • Phone: 239.25[illegible]2000 • Fax: 239.254.2099

Applicant's Legal Checked
by CSJ 5/15/13
Pgs 1 thru 3

RECEIVED
MAY 10 2013
COMMUNITY DEVELOPMENT

HM PROJECT #1997079
05/03/13
REF. DWG. #A-994-3
PAGE 1 OF 3

LEGAL DESCRIPTION:

A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 5.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 1,733.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HWY. NO. 41 (FLORIDA STATE ROAD NO. 45), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN N.10°32'05"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 971.33 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5,605.39 FEET, THROUGH A CENTRAL ANGLE OF 04°03'11", SUBTENDED BY A CHORD OF 396.43 FEET AT A BEARING OF N.08°30'30"W., FOR A DISTANCE OF 396.52 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°07'51"E. FOR A DISTANCE OF 747.22 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.82°31'42"E., A DISTANCE OF 3,909.60 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,909.60 FEET, THROUGH A CENTRAL ANGLE OF 08°29'31", SUBTENDED BY A CHORD OF 578.92 FEET AT A BEARING OF N.03°13'32"W., FOR A DISTANCE OF 579.45 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°16'56"W., FOR A DISTANCE OF 583.09 FEET; THENCE RUN N.00°16'56"W., FOR A DISTANCE OF 47.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 150.00 FOOT RIGHT-OF-WAY, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N.10°26'58"W., A DISTANCE OF 2,025.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,025.00 FEET, THROUGH A CENTRAL ANGLE OF 09°12'27", SUBTENDED BY A CHORD OF 325.07 FEET AT A BEARING OF N.74°56'48"E., FOR A DISTANCE OF 325.42 FEET TO THE END OF SAID CURVE; THENCE RUN N.70°20'35"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,025.00 FEET, THROUGH A CENTRAL ANGLE OF 09°16'04", SUBTENDED BY A CHORD OF 487.89 FEET AT A BEARING OF N.74°58'07"E., FOR A DISTANCE OF 488.42 FEET TO THE END OF SAID CURVE; THENCE RUN N.79°35'39"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 238.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY; THENCE RUN S.00°59'47"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,869.10 FEET TO THE POINT OF BEGINNING; CONTAINING 95.885 ACRES, MORE OR LESS.

AND

A PORTION OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 5.89 FEET TO A POINT ON THE

DCI 2013-00010 DRI 2013-00003

EXHIBIT A

WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 3,021.15 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,320.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,692.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE RUN N.00°56'59"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,590.78 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5,641.38 FEET, THROUGH A CENTRAL ANGLE OF 09°31'27", SUBTENDED BY A CHORD OF 936.68 FEET AT A BEARING OF N.05°42'42"W., FOR A DISTANCE OF 937.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.10°28'26"W., ALONG SAID WESTERLY RIGHT-OF -WAY LINE, FOR A DISTANCE OF 98.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAMS ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.88°20'53"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,029.70 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7,050.00 FEET, THROUGH A CENTRAL ANGLE OF 03°00'00", SUBTENDED BY A CHORD OF 369.09 FEET AT A BEARING OF S.89°50'53"W., FOR A DISTANCE OF 369.14 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°39'07"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 674.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HWY. NO. 41 (FLORIDA STATE ROAD NO. 45), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN S.04°52'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,901.57 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,725.19 FEET, THROUGH A CENTRAL ANGLE OF 11°32'50", SUBTENDED BY A CHORD OF 548.30 FEET AT A BEARING OF S.00°53'44"E., FOR A DISTANCE OF 549.23 FEET TO THE END OF SAID CURVE; THENCE RUN S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 225.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,710.61 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 626.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,584.73 FEET, THROUGH A CENTRAL ANGLE OF 06°24'13", SUBTENDED BY A CHORD OF 1,294.08 FEET AT A BEARING OF S.03°28'03"E., FOR A DISTANCE OF 1,294.76 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°15'56"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 274.74 FEET; THENCE RUN S.46°02'16"E., FOR A DISTANCE OF 577.44 FEET; THENCE RUN S.01°57'26"E. FOR A DISTANCE OF 25.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 150.00 FOOT RIGHT-OF-WAY; THENCE RUN N.88°02'34"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 32.80 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,875.00 FEET, THROUGH A CENTRAL ANGLE OF 17°41'59", SUBTENDED BY A CHORD OF 576.92 FEET AT A BEARING OF N.79°11'34"E., FOR A DISTANCE OF 579.22 FEET TO THE END OF SAID CURVE; THENCE RUN N.70°20'35"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE

HM PROJECT #1997079
05/03/13
REF. DWG. #A-994-3
PAGE 3 OF 3

SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,175.00 FEET, THROUGH A CENTRAL ANGLE OF 09°15'04", SUBTENDED BY A CHORD OF 512.09 FEET AT A BEARING OF N.74°58'07"E., FOR A DISTANCE OF 512.65 FEET TO THE END OF SAID CURVE; THENCE RUN N.79°35'39"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 263.08 FEET TO THE POINT OF BEGINNING; CONTAINING 386.536 ACRES, MORE OR LESS.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

TOTAL PROPERTY AREA: 482.421 ACRES, MORE OR LESS.

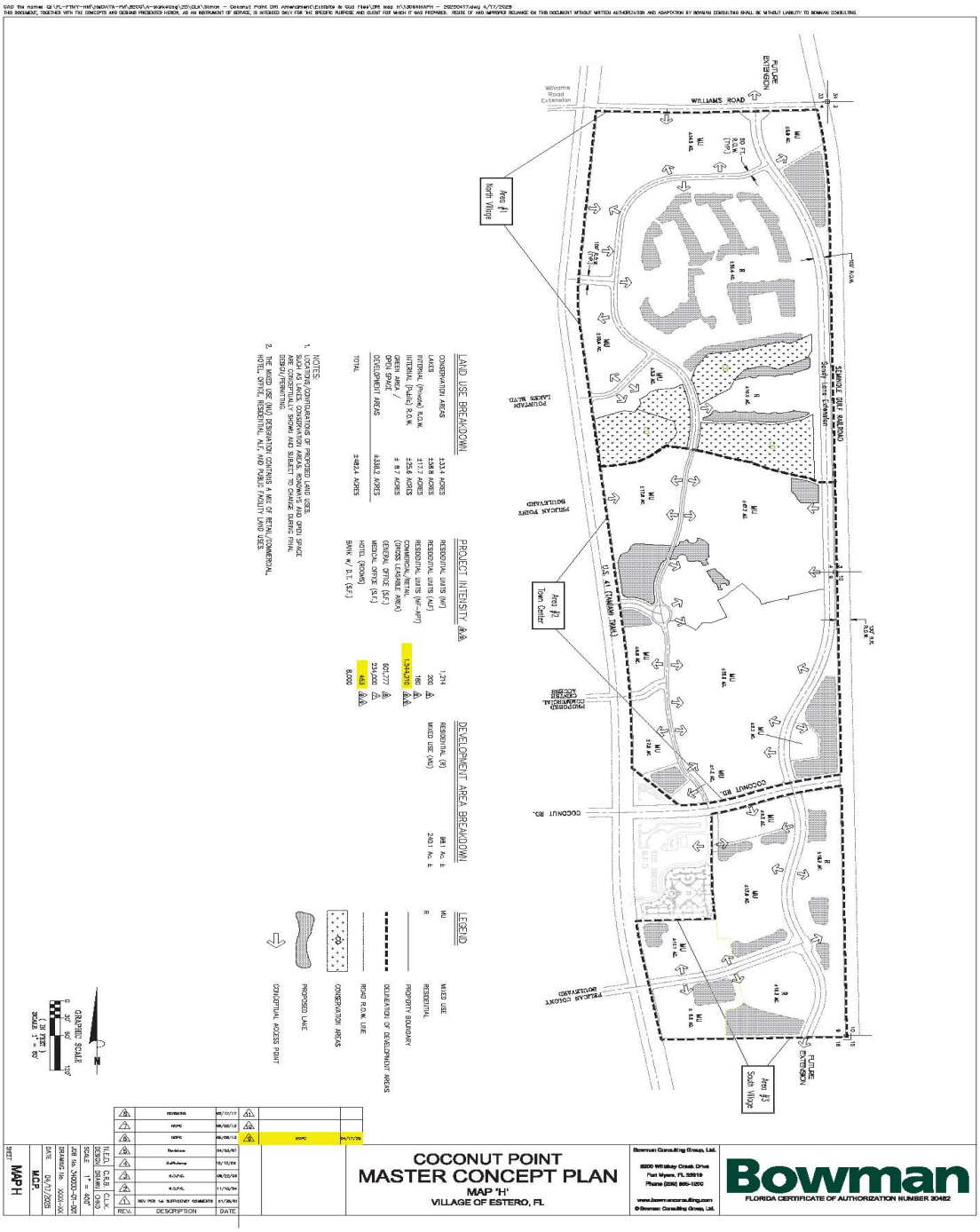
BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S.88°56'17"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

H:\1997\1997079\WP\LEGALDES\994-3 REV.doc

EXHIBIT B


LAND USE BREAKDOWN
CONSERVATION AREAS ±33.4 ACRES
LAKES ±38.8 ACRES
INTERNAL (Private) R.O.W. ±17.7 ACRES
INTERNAL (Public) R.O.W. ±25.6 ACRES
OPEN SPACE / ± 87.7 ACRES
DEVELOPMENT AREAS ±382.2 ACRES
TOTAL ±483.4 ACRES
PROJECT INTENSITY
RESIDENTIAL UNITS (MF) 1,214
RESIDENTIAL UNITS (MT) 200
RESIDENTIAL UNITS (MF-MT) 186
COMMERCIAL/RETAIL (GROSS LEASABLE AREA) 1,344,210
GENERAL OFFICE (SF) 601,777
MEDICAL OFFICE (SF) 234,000
HOTEL (ROOMS) 400
BANK W/ D.T. (S.F.) 6,000
DEVELOPMENT AREA BREAKDOWN
RESIDENTIAL (R) 881 Ac. ±
MIXED USE (MU) 240 Ac. ±
LEGEND
MU MIXED USE
R RESIDENTIAL
PROPERTY BOUNDARY
DELINEATION OF DEVELOPMENT AREAS
ROAD R.O.W. LINE
CONSERVATION AREAS
PROPOSED LANE
CONCEPTUAL ACCESS POINT
NOTES:
1. LOCATIONS/CONFIGURATIONS OF PROPOSED LAND USES, LOCATIONS OF PROPOSED INTERNAL ROADWAYS AND OPEN SPACE ARE CONCEPTUALLY SHOWN AND SUBJECT TO CHANGE DURING FINAL DESIGN/PERMITTING.
2. THE MIXED USE (MU) DESIGNATION CONTAINS A MIX OF RETAIL/COMMERCIAL, HOTEL, OFFICE, RESIDENTIAL ALF, AND PUBLIC FACILITY LAND USES.
GRAPHIC SCALE
0 50' 100' 200'
(IN FEET)
SCALE 1" = 100'
N
REV. DESCRIPTION DATE
1 REV PER 1st SUFFICIENCY COMMENTS 01/26/04
2 R.O.W. 11/16/04
3 R.O.W. 08/22/06
4 Buffalo 12/12/06
5 Buffalo 04/25/07
6 Revision 04/25/07
7 MCPC 06/20/12
8 MCPC 06/06/13
9 MCPC 08/17/17
10 MCPC 08/20/18
11 MCPC 06/17/20
H.E.C. C.R.B. C.L.K.
DESIGN: BRAMH CHKD
SCALE 1" = 400'
JOB No. 3400-02-01
DRAWING No. 3000-XX
DATE 04/17/2025
SHEET MAP H
COCONUT POINT
MASTER CONCEPT PLAN
MAP 'H'
VILLAGE OF ESTERO, FL
Bowman Consulting Group, Ltd.
8300 Williams Creek Drive
Fort Myers, FL 33919
Phone (239) 985-1200
www.bowmanconsulting.com
©Bowman Consulting Group, Ltd.
Bowman
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 30462
WILLIAMS ROAD
FUTURE EXTENSION
Wilkome Road Extension
Area #1 North Village
Area #2 Town Center
Area #3 South Village
SEMINOLE GULF RAILROAD
South Lane Extension
POLLYDRAIN LAKES BLVD.
PRESERVE POINT BOULEVARD
U.S. 41 (TAMIAMI TRAIL)
PROPOSED COMMERCIAL CENTER ACCESS
COCONUT RD.
PRESERVE COCKOP BOULEVARD
FUTURE EXTENSION

DRI
EXHIBIT C

Development Parameters and Phasing Schedule

		Buildout
Regional Retail Commercial	~~1440,110~~ 1,438,110* sq. ft.	2038~~2028~~
Community Retail	106,100* sq. ft.	2038~~2028~~
Office	835,777** sq. ft.	2038~~2028~~
Hotel	~~370~~ 453 Rooms	2038~~2028~~
Residential, Multi-family	1,214 du	2038~~2028~~
Residential, MF Apartments	180 units	2038~~2028~~
Assisted Living Facility	200 units	2038~~2028~~
Banks	8,000 sq. ft.	2038~~2028~~

* Gross Leasable Area

**Up to 234,000 sq. ft., may be medical office

Note (1): a 160 acute care bed hospital may only be constructed within Tracts 3A-1, 3A-2 and 3A-3_1 and; (2) Tracts 3A-1, 3A-2, and 3A-3_1 may be developed with any of the following land uses or combinations so long as the uses do not exceed 479 total net new external trips: up to 60,000 gross leasable sq. ft. retail, 300,000 sq. ft. office (of which a maximum of 198,000 sq. ft. may be medical office), 160 acute care hospital beds.

DRI EXHIBIT C-1

Land Use Conversion Table

Land Use	Max Increase*
Retail	54,999 sf
Office (Gen / Med)	65,999 sf
Residential	54 MF
Hotel	82 rms

*The purpose of this table is to permit one land use to be converted to a different use. The conversion may be approved only if the project's overall trips do not exceed the parameters set forth in Condition II.D.1.a.

~~DRI~~
~~EXHIBIT D~~

~~BIENNIAL MONITORING REPORT REQUIREMENTS~~

~~The Biennial Monitoring Report that must be submitted by the Developer in accordance with Subsections 380.06(15) and 380.06(18), Florida Statutes, and 9J-2.025(7), Florida Administrative Code, must include the following:~~

~~A. Any changes in the plan of development or in the representations contained in the application for development approval, or in the phasing for the reporting year and for the next year;~~

~~B. A summary comparison of development activity proposed and actually conducted for the year;~~

~~C. Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to separate entities or developers.~~

~~D. Identification and intended use of lands purchased, leased, or optioned by the Developer adjacent to the original DRI site since the development order was issued;~~

~~E. A specific assessment of the Developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments contained in the application for development approval that have been identified by the local government, the RPC, or the DCA as being significant;~~

~~F. Any requests for substantial deviation determination that were filed in the reporting year and to be filed during the following year;~~

~~G. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;~~

~~H. A list of significant local, state, and federal permits that have been obtained or are pending by agency, type of permit, permit number and purpose of each;~~

~~I. A statement that all persons have been sent copies of the report in conformance with Subsections 380.06(15) and (18), Florida Statutes;~~

~~J. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Developer pursuant to Paragraph 380.06(15)(f), Florida Statutes.~~

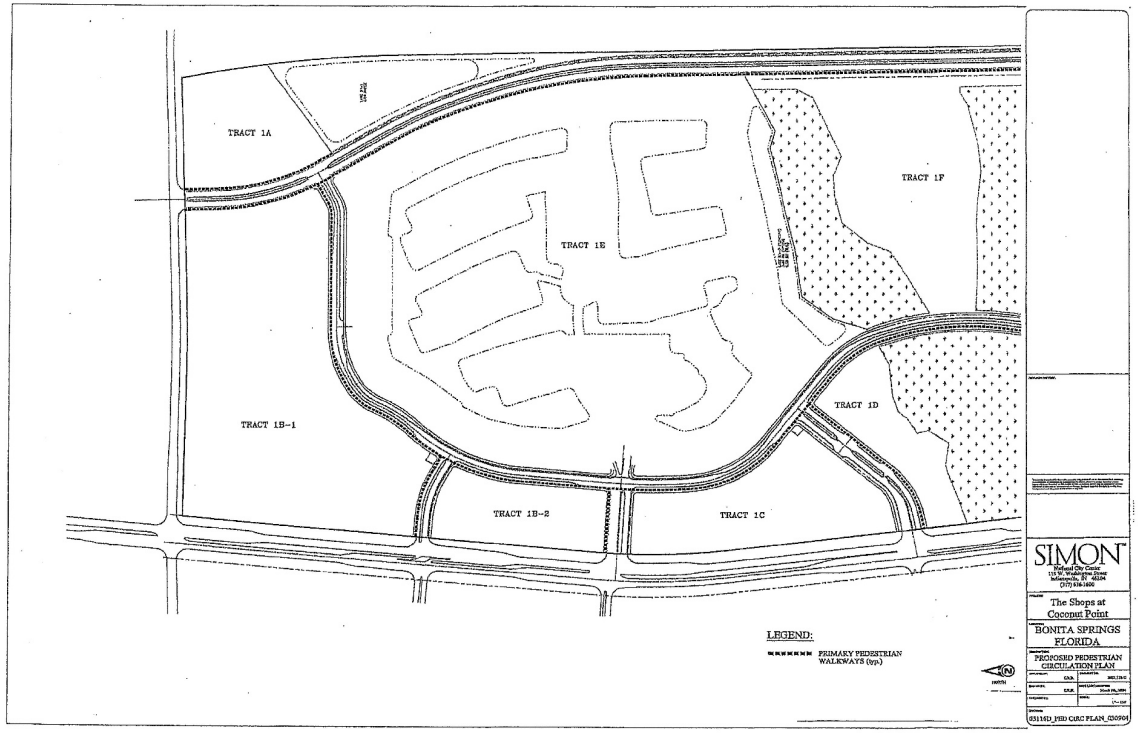
~~NOTE: The Florida Administrative Code specifically requires that the development order specify the requirements for the report. The Administrative Code requires that the report will be submitted to DCA, the RPC, and the local government on Form RPM-BSP-Annual Report-1.~~

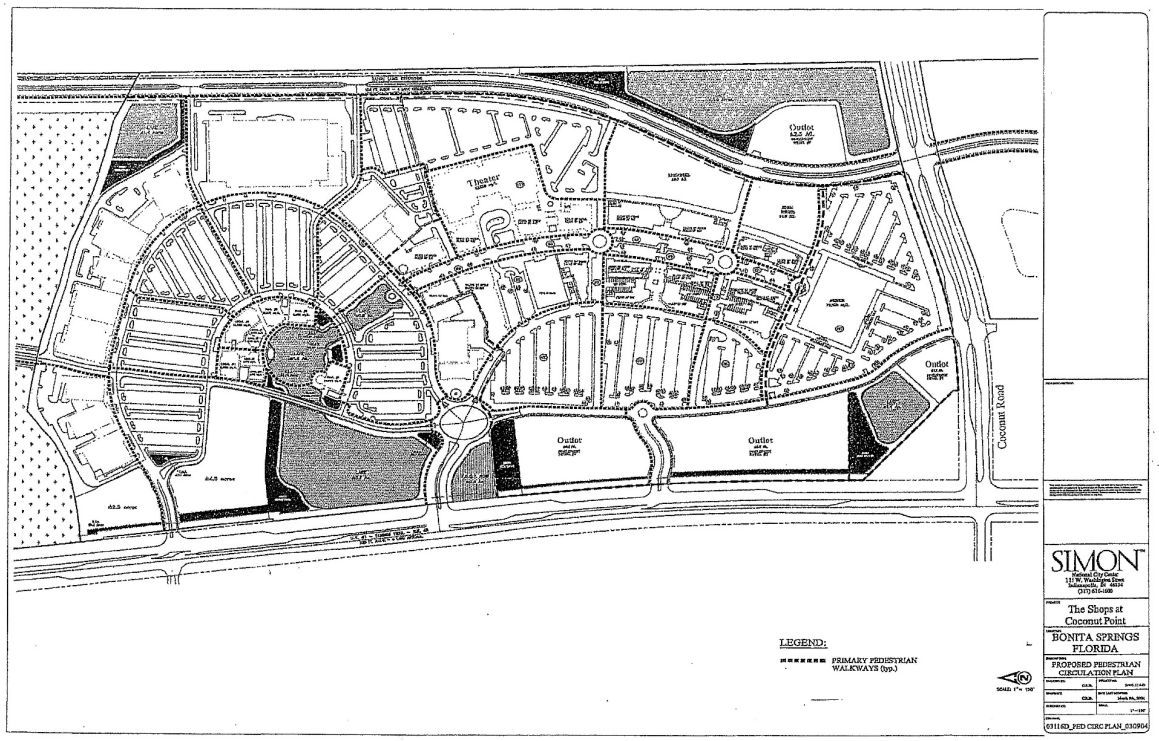
~~DRI~~
~~EXHIBIT E~~
~~Calculation of Road Impact Fee Obligation~~[21]

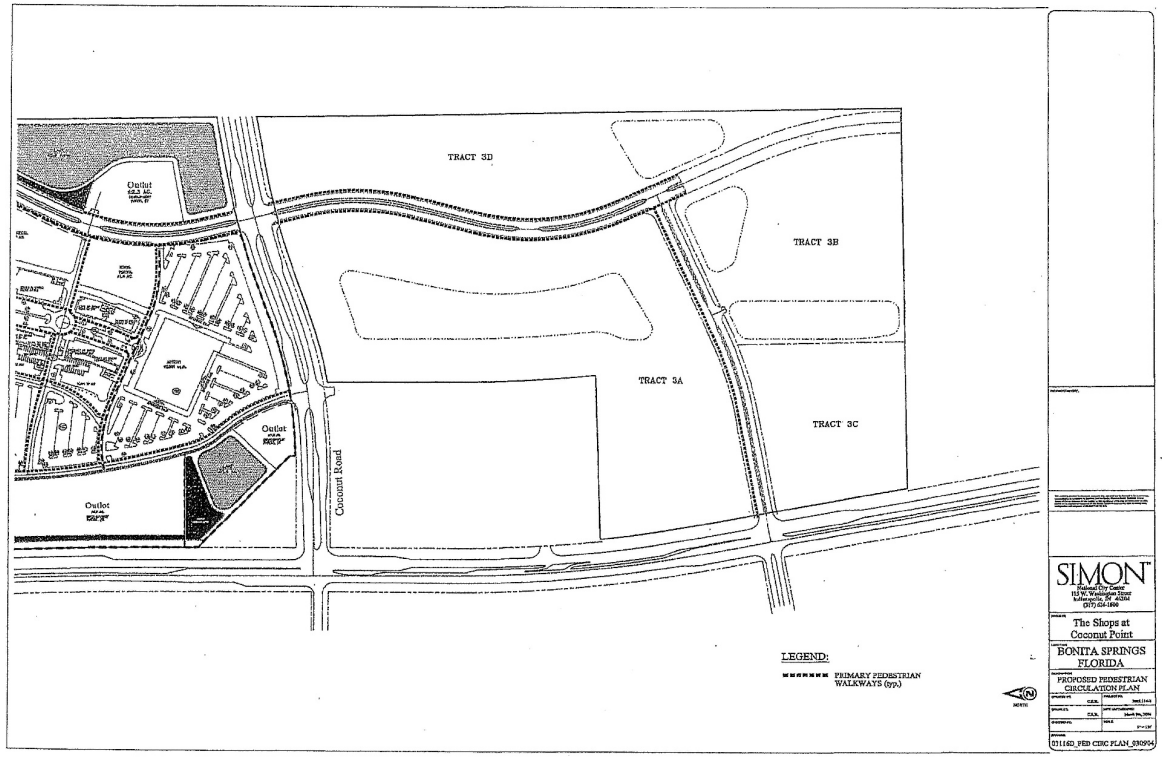
~~LAND USE~~	~~ITE LUC~~	~~UNIT~~	~~RATE~~	~~SIZE~~	~~AMOUNT~~
~~GENERAL INDUSTRIAL~~	~~130~~	~~1000 SF~~	~~$1,681.00~~	~~0~~	~~$ -~~
~~WAREHOUSE~~	~~150~~	~~1000 SF~~	~~$1,198.00~~	~~0~~	~~$ -~~
~~MINI WAREHOUSE~~	~~151~~	~~1000 SF~~	~~$ 419.00~~	~~0~~	~~$ -~~
~~SINGLE-FAMILY DETACHED~~	~~210~~	~~DU~~	~~$2,436.00~~	~~0~~	~~$ -~~
~~MULTI-FAMILY~~	~~220~~	~~DU~~	~~$1,687.00~~	~~1000~~	~~$ 1,687,000.00~~
~~MOBILE HOME (PARK UNIT)/RV SITE~~	~~240~~	~~DU~~	~~$1,221.00~~	~~0~~	~~$ -~~
~~ACLF~~	~~252~~	~~DU~~	~~$ 550.00~~	~~200~~	~~$ 110,000.00~~
~~HOTEL~~	~~310~~	~~ROOM~~	~~$1,834.00~~	~~600~~	~~$ 1,100,400.00~~
~~TIMESHARE~~	~~310~~	~~DU~~	~~$1,834.00~~	~~0~~	~~$ -~~
~~GOLF COURSE~~	~~430~~	~~ACRE~~	~~$ 711.00~~	~~0~~	~~$ -~~
~~MOVIE THEATRE~~	~~443~~	~~1000 SF~~	~~$5,600.00~~	~~0~~	~~$ -~~
~~ELEMENTARY/SECONDARY SCHOOL (PRIVATE)~~	~~520~~	~~1000 SF~~	~~$ 611.00~~	~~0~~	~~$ -~~
~~CHURCH~~	~~560~~	~~1000 SF~~	~~$1,402.00~~	~~0~~	~~$ -~~
~~DAYCARE~~	~~565~~	~~1000 SF~~	~~$3,900.00~~	~~0~~	~~$ -~~
~~HOSPITAL~~	~~610~~	~~1000 SF~~	~~$2,941.00~~	~~0~~	~~$ -~~
~~NURSING HOME~~	~~620~~	~~1000 SF~~	~~$ 824.00~~	~~0~~	~~$ -~~
~~OFFICE UNDER 100,000 SF~~	~~710~~	~~1000 SF~~	~~$2,254.00~~	~~100~~	~~$ 225,400.00~~
~~OFFICE 100,000 SF AND OVER~~	~~710~~	~~1000 SF~~	~~$1,918.00~~	~~100~~	~~$ 191,800.00~~
~~MEDICAL OFFICE~~	~~720~~	~~1000 SF~~	~~$6,334.00~~	~~100~~	~~$ 633,400.00~~
~~RETAIL UNDER 100,000 SF~~	~~820~~	~~1000 SF~~	~~$3,992.00~~	~~100~~	~~$ 399,200.00~~
~~RETAIL 100,000 SF TO 250,000 SF~~	~~820~~	~~1000 SF~~	~~$3,869.00~~	~~150~~	~~$ 580,350.00~~
~~RETAIL 250,000 SF TO 500,000~~	~~820~~	~~1000 SF~~	~~$3,634.00~~	~~250~~	~~$ 908,500.00~~
~~RETAIL 500,000 SF AND OVER~~	~~820~~	~~1000 SF~~	~~$3,354.00~~	~~1300~~	~~$ 4,360,200.00~~
~~STANDARD RESTAURANT~~	~~831~~	~~1000 SF~~	~~$8,715.00~~	~~0~~	~~$ -~~
~~FAST FOOD RESTAURANT~~	~~834~~	~~1000 SF~~	~~$9,886.00~~	~~0~~	~~$ -~~
~~CAR WASH, SELF-SERVICE~~	~~847~~	~~STALL~~	~~$7,749.00~~	~~0~~	~~$ -~~
~~CONVENIENCE FOOD AND BEVERAGE STORE~~	~~851~~	~~1000 SF~~	~~$8,715.00~~	~~0~~	~~$ -~~
~~BANK~~	~~911~~	~~1000 SF~~	~~$6,063.00~~	~~0~~	~~$ -~~
~~TOTAL~~					~~$10,196,250.00~~

[21] ~~The calculations included here are based upon the impact fee schedule effective July 1, 2000. The fee schedule was used as a basis for establishing traffic mitigation option 1. The Developer did not ultimately choose option 1.~~

Exhibit D


TRACT 1A
TRACT 1E
TRACT 1F
TRACT 1D
TRACT 1B-1
TRACT 1B-2
TRACT 1C
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN


Outlot
Theater
Outlot
Outlot
Outlot
Coconut Road
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN


TRACT 3D
TRACT 3B
TRACT 3A
TRACT 3C
Outlot
Outlot
Outlot
Coconut Road
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN

VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2025-02

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.

WHEREAS, PHG Acquisitions, LLC, represented by Ingenium Enterprises, Inc. (the "Applicant"), filed an application to amend the Mixed Use Planned Development zoning and DRI Development Order for property located within **Coconut Point**, consisting of approximately 2.37 acres for the rezoning parcel (the "Property") for a 111-room proposed Home2 Suites hotel within Tract 2A of the 482.4-acre DRI, along with a decrease of 2,000 square feet of commercial retail floor area in Development Area 2; and

WHEREAS, the Coconut Point Development of Regional Impact (DRI) and the Coconut Point Mixed Planned Development (MPD) were approved by the Lee County Board of County Commissioners on October 21, 2002; and

WHEREAS, the zoning and DRI have been amended numerous times over the years by Lee County; and

WHEREAS, the Coconut Point DRI and Coconut Point MPD are now under the jurisdiction of the Village of Estero; and

WHEREAS, the Village of Estero adopted Ordinance 2017-02 which approved zoning amendments and the Ninth Development Order Amendment and Restatement for Coconut Point DRI on June 21, 2017; and

WHEREAS, numerous time extensions provided for by law have been submitted and accepted by Lee County and the Village of Estero; and

WHEREAS, the zoning case number is DCI2024-E005; and

WHEREAS, the Applicant proposes a 111-room, 4-story hotel (Home2 Suites), with a Master Concept Plan, supplemental Pattern Book, and two deviations; and

WHEREAS, a noticed Public Information Meeting was held on December 12, 2023 at the Planning Zoning and Design Board; and

WHEREAS, a duly noticed public hearing was held at the Planning Zoning and Design Board on February 11, 2025; and

WHEREAS, a duly noticed first reading was held before the Village Council on May 21, 2025; and

WHEREAS, a duly noticed second reading and public hearing was held before the Village Council on June 4, 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 and continued the hearing to July 2, 2025 for discussion of Condition 10 only.

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

Section 1. DRI and Zoning Amendments.

The Village Council approves with conditions the amendment to the zoning subject to the following conditions and deviations. The Tenth Development Order Amendment and Restatement for Coconut Point DRI is also approved and incorporated herein as Exhibit E.

Section 2. Conditions.

1. Previous Resolutions and Ordinances

   The terms and conditions contained in previous Resolutions and Ordinances that have not been deleted or amended remain in effect except as modified by the conditions in this approval.

2. Master Concept Plan and Site Plan

   Development of this project for the proposed hotel on 2.37 acres must be consistent with the Coconut Point MPD Master Concept Plan dated April 17, 2025 (Exhibit A), and the two-page site plan titled "Home2 Suites Site Plan" stamped "Received May 8, 2025". (Exhibit B)

3. Development Parameters and Uses for 2.37-Acre Parcel

Development is permitted at a maximum as follows:
Hotel – 111 Rooms
Consumption on premises for hotel, per state liquor license

4. Development Intensity

The approved development intensity for the DRI and MPD is as follows:

1,214 MF Dwelling Units
180 MF-Apartment Units
200 Assisted Living Units
1,438,110 sq. ft. Regional Retail
106,100 sq. ft. Community Retail
835,777 sq. ft. Office (of which 234,000 sq. ft. for medical office max)
8,000 sq. ft Bank with Drive-Thru
453 Hotel Rooms

The intensity of development in each Development Area and each individual tract is limited as provided for on the approved zoning Master Concept Plan for Coconut Point. (Exhibit A)

This hotel project is approved to develop a maximum of 111 hotel rooms.

5. DRI

Development must be consistent with the Tenth Development Order Amendment and Restatement for Coconut Point DRI attached hereto as Exhibit E and the Map H Master Concept Plan attached to said Development Order.

6. Maximum Building Height and Property Development Regulations (2.37-Acre Tract)

Height: 48 feet to the main parapet and 58 feet 6 inches to the top of the architectural tower element: see Deviation 2.

Minimum Building Setbacks:

Front: 30 feet
Side (East): 30 feet
Side (West): 20 feet
Rear: 30 feet

Open Space Requirements: 28% minimum: see Deviation 1.

Property Development Regulations for other tracts in the DRI are not amended and remain as per Ordinance 2017-02.

7. No Blasting

No development blasting is permitted as part of this project.

8. Utilities

This development must connect to water and sanitary sewer service at time of local development order. Underground electric utilities will be provided per the Land Development Code.

9. Pattern Book (2.37-Acre Tract)

The development must be consistent with the Pattern Book "Home2 Suites At Coconut Point Supplemental Pattern Book" stamped "Received May 8, 2025."

10. Construction

~~Construction of buildings will be of concrete block, not wood frame.~~ Construction of the exterior walls of the hotel will be concrete masonry (concrete block), and all load-bearing elements will be of concrete with reinforcing steel as required by relevant codes and engineering standards.

11. Buffers

As part of local development order approval, the development order plans must demonstrate buffering consistent with the Home2 Suites Site Plan (Exhibit B), the Land Development Code, and the Pattern Book. As part of local development order approval, all required buffer planting must be 100% native vegetation.

12. Via Coconut Point Median Landscaping

The applicant has agreed to install and maintain median landscaping, including irrigation, in the median east of the property as shown in the location in the Pattern Book. The applicant will coordinate with Village of Estero Public Works staff to develop the palette of landscaping. The specific plantings will be determined at the time of local development order.

13. Concurrency

Approval of this rezoning does not constitute a finding that the proposed project meets the mandatory concurrency requirements set forth in the Land Development Code and the Comprehensive Plan. The developer is required to demonstrate compliance with all mandatory concurrency requirements prior to issuance of a local development order.

14. Lighting

Lighting will be reviewed at the time of local development order.

15. Radio Enhancement

The owner or owner's representative shall conduct an assessment model at the time of local development order to determine if the minimum radio signal's strength for the fire department communication is in compliance with NFPA1:11.10, NFPA 1221:11.3.9, standards for inbound and outbound signal strength and quality. If minimum signal strength is not available, the applicant shall install radio enhancement in the building.

16. Hurricane Preparedness

Hurricane impacts and the required mitigation will be evaluated during the review of the local development order. The evaluation will be in accordance with Section 7-501 through 7-505, Land Development Code.

17. Replat

Prior to a local development order for the hotel being issued, a replat of the subject property must be submitted, reviewed, and approved.

18. 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.

Section 3. Deviations.

Deviation 1 requests to deviate from the Land Development Code (LDC) Section 5-408.C Open Space Standards, which requires a minimum of 30% open space, to allow 28% open space for this development.

Deviation 1 is approved.

Deviation 2 requests to deviate from the Land Development Code (LDC) Section 3-706.C Intensity and Dimensional standards, which allows a maximum building height of 45 feet, to allow a maximum building height of 48 feet to the main parapet and 58 feet 6 inches to the top of the architectural tower element.

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 Coconut Point MPD Master Concept Plan dated April 17, 2025

Exhibit B Two-page Site Plan titled "Home2 Suites Site Plan" stamped "Received May 8, 2025"

Exhibit C Legal Description

Exhibit D Pattern Book titled "Home2 Suites Supplemental Pattern Book" marked "Received May 8, 2025".

Exhibit E Tenth Development Order Amendment and Restatement for Coconut Point DRI and attached Map H Master Concept Plan (plan dated April 17, 2025)

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 21st day of May, 2025.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida on second reading this _____ day of _____, 2025.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By: _____ By: _____

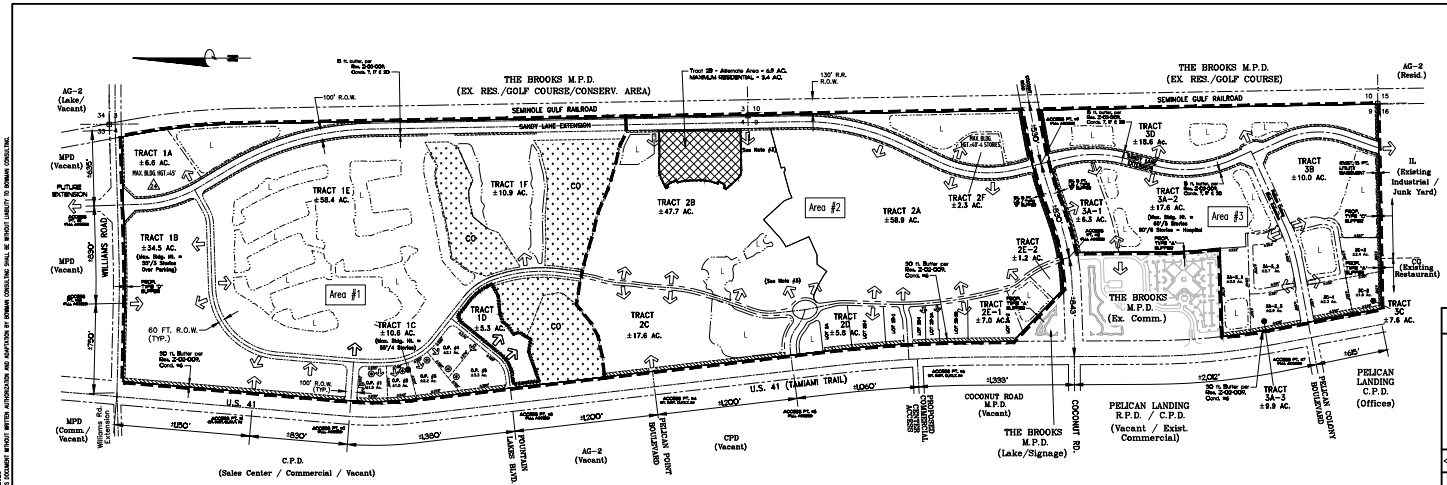
Carol Sacco, Village Clerk Joanne Ribble, Mayor

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	_____	_____



PROJECT SUMMARY:

1. REQUEST: A REZONING FROM AG-2 TO MIXED USE PLANNED DEVELOPMENT (MPD)

2. OVERALL CONCEPTUAL PROJECT ACREAGE:

CONSERVATION AREAS	± 33.4 ACRES
LAKES	± 58.8 ACRES
INTERNAL (PRIVATE) R.O.W.	± 26.2 ACRES
INTERNAL (PUBLIC) R.O.W.	± 25.6 ACRES
GREEN AREAS / OPEN SPACE	± 8.7 ACRES
DEVELOPMENT TRACT AREAS	±335.7 ACRES
TOTAL	±482.4 ACRES

3. CONCEPTUAL TRACT AND LAND USE / ACREAGE BREAKDOWN:

a. DEVELOPMENT AREAS:

Development Area #1: (Residential - 720 M.F./A.L.F./APT. Units / Retail - Comm. 86,100 Sq.Ft. Office 481,277 Sq.Ft.) / Hotel 120 Rooms / Bank w/ D.T. - 8,000 Sq.Ft.

Proposed Lakes	± 28.1 Ac.
Proposed Internal/Private R.O.W.	± 8.2 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 10.1 Ac.
Conservation Areas	± 33.4 Ac.
Green Areas / Open Space	± 4.7 Ac.
Development Areas (Tracts 1A - 1F)	±126.3 Ac.
Total Development Area #1	±210.8 Ac.

Development Area #2: (Residential - 450 M.F. Units / Retail - Comm. 1,438,110 Sq.Ft. / Gen. Office 90,000 Sq.Ft. / Hotel - 333 Rooms)

Proposed Lakes	± 17.0 Ac.
Proposed Internal/Private R.O.W.	± 6.1 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 8.1 Ac.
Green Areas / Open Space	± 4.0 Ac.
Development Areas (Tracts 2A - 2F)	± 140.5 Ac.
Total Development Area #2	±175.7 Ac.

Development Area #3: (Residential - 424 M.F. / A.L.F. Units / Retail - Comm. 40,000 Sq.Ft. / Office 264,500 Sq.Ft.)

Proposed Lakes	± 13.7 Ac.
Proposed Internal/Private R.O.W.	± 5.9 Ac.
Proposed Public R.O.W. (Sandy Lane Extension)	± 7.4 Ac.
Development Areas (Tracts 3A-1 thru 3 - 3D)	± 68.9 Ac.
Total Development Area #3	± 95.9 Ac.

b. MAXIMUM DEVELOPMENT TRACT INTENSITY:
(NOTE: CUMULATIVE INTENSITIES WILL NOT EXCEED MAXIMUM PROPOSED LAND USES FOR EACH DEVELOPMENT AREA)

Development Area #1:

Tract 1A	200 MF/ALF/APT. Units / 50,000 s.f. Office
Tract 1B	450,000 s.f. Office
Tract 1C	90,000 s.f. Retail / 20,000 s.f. Office
Tract 1D	5,000 s.f. Retail/35,000 s.f. Office / Fire Station / 120 Room Hotel
Tract 1E	450 M.F. DU's
Tract 1F	90 M.F. DU's

Development Area #2:

Tract 2A	650,000 s.f. Retail / 450 M.F. DU's / 60,000 s.f. Office / 200 Room Hotel
Tract 2B	600,000 s.f. Retail /200 Room Hotel / 200 M.F. DU's
Tract 2C	150,000 s.f. Retail /20,000 s.f. Office / 200 Room Hotel
Tract 2D/E	150,000 s.f. Retail /30,000 s.f. Office / 200 Room Hotel
Tract 2F	20,000 s.f. Retail/30,000 s.f. Office/100 M.F.Units/150 Room Hotel

Development Area #3:

Tract 3A-1 thru 3	60,000 s.f. Retail / 300,000 s.f. Office / 160 Hospital Beds (1)
Tract 3B	200 A.L.F. Units
Tract 3C	40,000 s.f. Retail / 90,000 s.f. Office
Tract 3D	224 M.F. DU's

(1) ANY COMBINATION OF PERMITTED LAND USES MAY DEVELOP WITHIN TRACTS 3A-1, 3A-2 AND 3A-3_1 PROVIDED TRIP GENERATION DOES NOT EXCEED 479 NET NEW EXTERNAL TRIPS.

4. PROJECT PHASING:

	M.F. / A.L.F./APT. (UNITS)	RETAIL COMM. (SQ.FT.)	OFFICE (SQ.FT.)	HOTEL (ROOMS)	Bank w DT (SQ.FT.)
2001 - 2024	1,594*	1,544,210	835,777	453	8,000

* M.F. / A.L.F./APT. UNITS MAY BE REPLACED WITH S.F. / T.F. / T.H. / DUPLEX USES SO LONG AS THE TOTAL NO. OF PEAK HOUR VEHICULAR TRIPS GENERATED BY THE DEVELOPMENT IS NOT INCREASED AND APPROVAL IS OBTAINED IN ACCORDANCE WITH RESOLUTION Z-02-009.

5. CONCEPTUAL OPEN SPACE (Tract 2B Alternate Plan):

a. REQUIRED (per L.C.L.D.C.)*:

Development Area #1:

(LESS Sandy Lane Extension and Tracts 1A+1E & 1F)	124.8 Ac. x 30%	± 37.44 Ac.
(Tracts 1A / 1E / 1F)	75.9 Ac. x 40%	± 30.36 Ac.

Development Area #2 [ALT 1, TRACT 2B ALT AREA = 3.4 AC RESIDENTIAL MAX]:

(LESS Sandy Lane Extension & Resid. Area)	158.4 Ac. x 30%	± 47.5 Ac.**
(Residential Area)	9.2 Ac. x 40%	± 3.7 Ac.

Development Area #2 [ALT 2, TRACT 2B ALT AREA = NO RESIDENTIAL]:

(LESS Sandy Lane Extension & Resid. Area)	161.8 Ac. x 30%	± 48.5 Ac.
(Residential Area)	5.8 Ac. x 40%	± 2.3 Ac.

Development Area #3:

(LESS Sandy Lane Extension & Tracts 3B & 3D)	59.7 Ac. x 30%	± 17.9 Ac.
(Tract 3B & 3D)	28.8 Ac. x 40%	± 11.5 Ac.
Total Open Space Required [ALT 1]:		±148.4 Ac.
Total Open Space Required [ALT 2]:		±148.0 Ac.

* The % of Open Space may vary depending upon the ultimate land uses.
** Includes Residential above Commercial uses.

b. PROVIDED (per L.C.L.D.C.):

Prop. Lake Areas @ <25.0% of 150.2 Ac.)	± 37.6 Ac.
Prop. Conservation Areas	± 33.4 Ac.

Development Area #1:

Commercial Development (Tracts1B/1C/1D)	50.4 Ac. x 19.65%	± 9.9 Ac.
Residential Development (Tracts 1A/1E/1F)	75.9 Ac. x 30.0%	± 22.8 Ac.
	Sub-total:	± 32.7 Ac.

Development Area #2 [ALT 1, TRACT 2B ALT AREA = 3.4 AC RESIDENTIAL MAX]:

Commercial Development (Tracts 2A - 2F)	131.3 Ac. x 19.52%	± 25.6 Ac.
Residential Development (Tract 2A)	5.8 Ac. x 23.60%	± 1.4 Ac.
Residential Development (Tracts 2B)	3.4 Ac. x 23.50%	± 0.8 Ac.
	Sub-total:	± 27.8 Ac.

Development Area #2 [ALT 2, TRACT 2B ALT AREA = NO RESIDENTIAL]:

Commercial Development (Tracts 2A - 2F)	134.7 Ac. x 19.52%	± 26.3 Ac.
Residential Development (Tract 2A)	5.8 Ac. x 23.60%	± 1.4 Ac.
	Sub-total:	± 27.7 Ac.

Development Area #3:

Commercial Development Tracts (Tracts 3A-1 thru-3 & 3C)	42.6 Ac. x 19.55%	± 8.3 Ac.
Residential Development (Tracts 3B & 3D)	28.8 Ac. x 30.00%	± 8.6 Ac.
	Sub-total:	± 16.9 Ac.

Total Open Space Provided [ALT 1]:	±148.4 Ac.
Total Open Space Provided [ALT 2]:	±148.0 Ac.

6. INDIGENOUS OPEN SPACE:
DUE TO THE EXISTING AGRICULTURAL LAND USE AND THE EXTENT OF MELALEUCA INVASION WITHIN THE REMAINING FORESTED AREAS, NO INDIGENOUS OPEN SPACE IS REQUIRED.

7. NOTES:

A. Internal access will be provided to allow through traffic between US 41 and Sandy Lane Extension.

B. For Tract 1C general service area locations, see above MCP.

C. The project will be designed to facilitate the use of the Lee Tran services in accordance with Lee County LDC Sec. 34-411(e) and 10-142.

LEGEND

	PROPERTY BOUNDARY
	ROAD R.O.W. LINE
CO	CONSERVATION AREAS
L	PROPOSED LAKE
	CONCEPTUAL ACCESS POINT
IL (DEVELOPED)	ADJACENT ZONING / LAND USE
	GENERAL LOCATION OF SERVICE AREAS

ATTACHMENT "A"

Bowman
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 30462

Bowman Consulting Group, Ltd.
6200 Whiskey Creek Drive
Fort Myers, FL 33919
Phone (239) 985-1200
www.bowmanconsulting.com
© Bowman Consulting Group, Ltd.

REV.	DESCRIPTION	DATE
1	Revised per County Staff 1st R.A.I.	10/06/05
2	Revised per County Staff 2nd R.A.I.	10/14/05
3	Revised Plans / S.E. Cater / Permitted Uses	10/18/05
4	Revised for administrative amendment Submittal	10/27/05
5	Revised for administrative amendment Submittal	06/04/06
6	Revised for administrative amendment Submittal	06/14/06
7	Revised for administrative amendment Submittal	06/28/06
8	Revised per Lee Tran Comments	07/11/06
9	Revised per Lee Tran Comments	07/18/06
10	Revised for administrative amendment Submittal	08/04/06
11	Revised for administrative amendment Submittal	08/14/06
12	Revised per County Staff 1st R.A.I.	10/16/06
13	Revised per Lee Tran Comments	10/30/06
14	Revised per Lee Tran Comments	11/13/06
15	Revised per Lee Tran Comments	11/20/06
16	Revised per Lee Tran Comments	11/27/06
17	Revised per Lee Tran Comments	12/04/06
18	Revised per Lee Tran Comments	12/11/06
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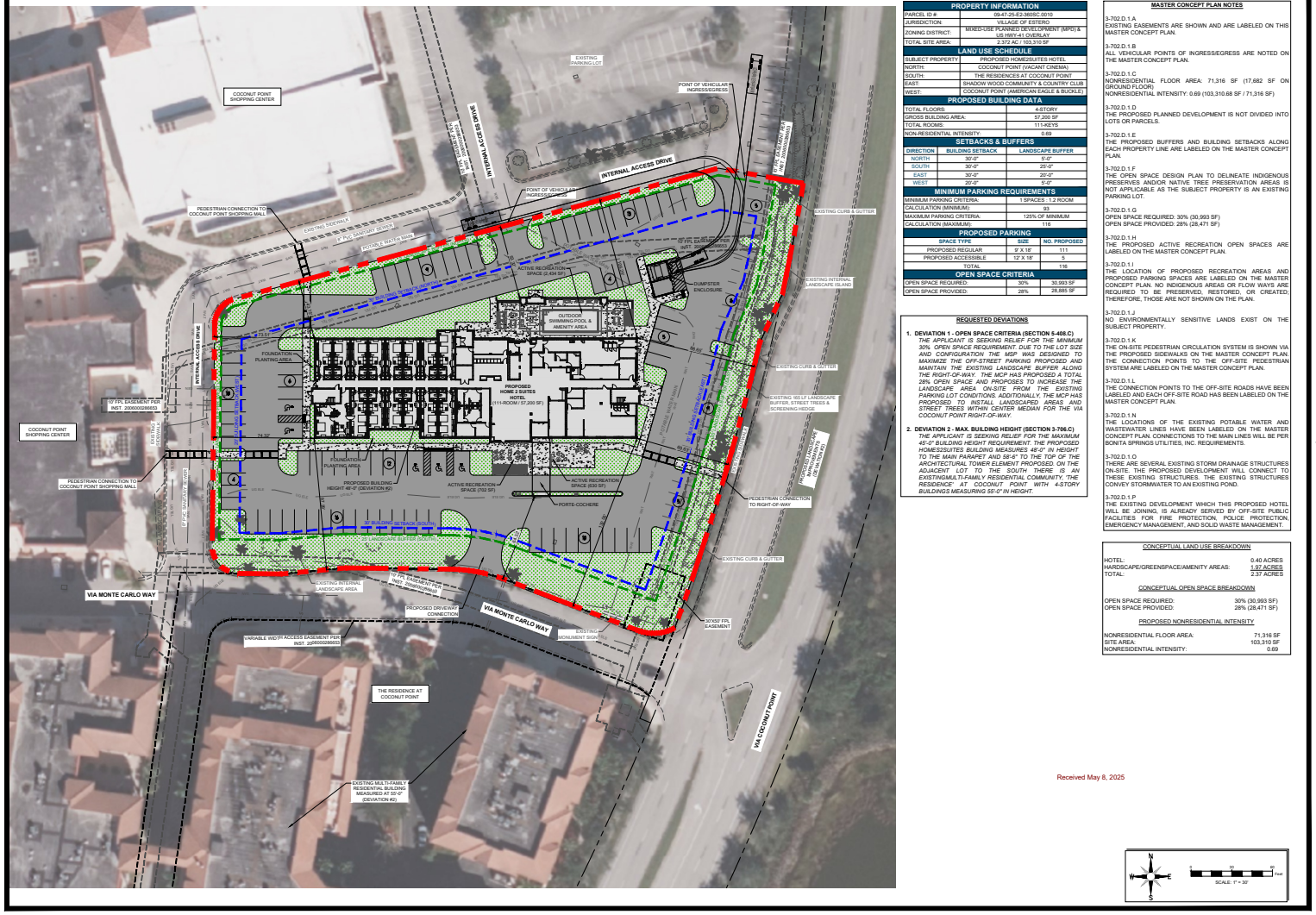


PROPERTY INFORMATION	
PARCEL ID #:	09-47-25-E2-36005C.0010
JURISDICTION:	VILLAGE OF ESTERO
ZONING DISTRICT:	MIXED-USE PLANNED DEVELOPMENT (MPD) & US HWY-41 OVERLAY
TOTAL SITE AREA:	2.372 AC / 103,310 SF

LAND USE SCHEDULE	
SUBJECT PROPERTY:	PROPOSED HOME2SUITES HOTEL
NORTH:	COCONUT POINT (VACANT CINEMA)
SOUTH:	THE RESIDENCES AT COCONUT POINT
EAST:	SHADOW WOOD COMMUNITY & COUNTRY CLUB
WEST:	COCONUT POINT (AMERICAN EAGLE & BUCKLE)

PROPOSED BUILDING DATA	
TOTAL FLOORS:	4-STORY
GROSS BUILDING AREA:	57,200 SF
TOTAL ROOMS:	111-KEYS
NON-RESIDENTIAL INTENSITY:	0.69

SETBACKS & BUFFERS		
DIRECTION	BUILDING SETBACK	LANDSCAPE BUFFER
NORTH	30'-0"	5'-0"
SOUTH	30'-0"	25'-0"
EAST	30'-0"	20'-0"
WEST	20'-0"	5'-0"

MINIMUM PARKING REQUIREMENTS	
MINIMUM PARKING CRITERIA:	1 SPACES / 1.2 ROOM
CALCULATION (MINIMUM):	93
MAXIMUM PARKING CRITERIA:	125% OF MINIMUM
CALCULATION (MAXIMUM):	116

PROPOSED PARKING		
SPACE TYPE	SIZE	NO. PROPOSED
PROPOSED REGULAR	9' X 18'	111
PROPOSED ACCESSIBLE	12' X 18'	5
TOTAL		116

OPEN SPACE CRITERIA		
OPEN SPACE REQUIRED:	30%	30,993 SF
OPEN SPACE PROVIDED:	28%	28,885 SF

REQUESTED DEVIATIONS

1. **DEVIATION 1 - OPEN SPACE CRITERIA (SECTION 5-408.C)** *THE APPLICANT IS SEEKING RELIEF FOR THE MINIMUM 30% OPEN SPACE REQUIREMENT, DUE TO THE LOT SIZE AND CONFIGURATION THE MSP WAS DESIGNED TO MAXIMIZE THE OFF-STREET PARKING PROPOSED AND MAINTAIN THE EXISTING LANDSCAPE BUFFER ALONG THE RIGHT-OF-WAY. THE MCP HAS PROPOSED A TOTAL 28% OPEN SPACE AND PROPOSES TO INCREASE THE LANDSCAPE AREA ON-SITE FROM THE EXISTING PARKING LOT CONDITIONS. ADDITIONALLY, THE MCP HAS PROPOSED TO INSTALL LANDSCAPED AREAS AND STREET TREES WITHIN CENTER MEDIAN FOR THE VIA COCONUT POINT RIGHT-OF-WAY.*

2. **DEVIATION 2 - MAX. BUILDING HEIGHT (SECTION 3-706.C)** *THE APPLICANT IS SEEKING RELIEF FOR THE MAXIMUM 45'-0" BUILDING HEIGHT REQUIREMENT. THE PROPOSED HOME2SUITES BUILDING MEASURES 48'-0" IN HEIGHT TO THE MAIN PARAPET AND 58'-6" TO THE TOP OF THE ARCHITECTURAL TOWER ELEMENT PROPOSED. ON THE ADJACENT LOT TO THE SOUTH THERE IS AN EXISTINGMULTI-FAMILY RESIDENTIAL COMMUNITY, THE RESIDENCE AT COCONUT POINT WITH 4-STORY BUILDINGS MEASURING 55'-0" IN HEIGHT.*

MASTER CONCEPT PLAN NOTES

3-702.D.1.A
EXISTING EASEMENTS ARE SHOWN AND ARE LABELED ON THIS MASTER CONCEPT PLAN.

3-702.D.1.B
ALL VEHICULAR POINTS OF INGRESS/EGRESS ARE NOTED ON THE MASTER CONCEPT PLAN.

3-702.D.1.C
NONRESIDENTIAL FLOOR AREA: 71,316 SF (17,682 SF ON GROUND FLOOR)
NONRESIDENTIAL INTENSITY: 0.69 (103,310.68 SF / 71,316 SF)

3-702.D.1.D
THE PROPOSED PLANNED DEVELOPMENT IS NOT DIVIDED INTO LOTS OR PARCELS.

3-702.D.1.E
THE PROPOSED BUFFERS AND BUILDING SETBACKS ALONG EACH PROPERTY LINE ARE LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.F
THE OPEN SPACE DESIGN PLAN TO DELINEATE INDIGENOUS PRESERVES AND/OR NATIVE TREE PRESERVATION AREAS IS NOT APPLICABLE AS THE SUBJECT PROPERTY IS AN EXISTING PARKING LOT.

3-702.D.1.G
OPEN SPACE REQUIRED: 30% (30,993 SF)
OPEN SPACE PROVIDED: 28% (28,471 SF)

3-702.D.1.H
THE PROPOSED ACTIVE RECREATION OPEN SPACES ARE LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.I
THE LOCATION OF PROPOSED RECREATION AREAS AND PROPOSED PARKING SPACES ARE LABELED ON THE MASTER CONCEPT PLAN. NO INDIGENOUS AREAS OR FLOW WAYS ARE REQUIRED TO BE PRESERVED, RESTORED, OR CREATED; THEREFORE, THOSE ARE NOT SHOWN ON THE PLAN.

3-702.D.1.J
NO ENVIRONMENTALLY SENSITIVE LANDS EXIST ON THE SUBJECT PROPERTY.

3-702.D.1.K
THE ON-SITE PEDESTRIAN CIRCULATION SYSTEM IS SHOWN VIA THE PROPOSED SIDEWALKS ON THE MASTER CONCEPT PLAN. THE CONNECTION POINTS TO THE OFF-SITE PEDESTRIAN SYSTEM ARE LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.L
THE CONNECTION POINTS TO THE OFF-SITE ROADS HAVE BEEN LABELED AND EACH OFF-SITE ROAD HAS BEEN LABELED ON THE MASTER CONCEPT PLAN.

3-702.D.1.N
THE LOCATIONS OF THE EXISTING POTABLE WATER AND WASTEWATER LINES HAVE BEEN LABELED ON THE MASTER CONCEPT PLAN. CONNECTIONS TO THE MAIN LINES WILL BE PER BONITA SPRINGS UTILITIES, INC. REQUIREMENTS.

3-702.D.1.O
THERE ARE SEVERAL EXISTING STORM DRAINAGE STRUCTURES ON-SITE. THE PROPOSED DEVELOPMENT WILL CONNECT TO THESE EXISTING STRUCTURES. THE EXISTING STRUCTURES CONVEY STORMWATER TO AN EXISTING POND.

3-702.D.1.P
THE EXISTING DEVELOPMENT WHICH THIS PROPOSED HOTEL WILL BE JOINING, IS ALREADY SERVED BY OFF-SITE PUBLIC FACILITIES FOR FIRE PROTECTION, POLICE PROTECTION, EMERGENCY MANAGEMENT, AND SOLID WASTE MANAGEMENT.

CONCEPTUAL LAND USE BREAKDOWN

HOTEL:	0.40 ACRES
HARDSCAPE/GREENSPACE/AMENITY AREAS:	1.97 ACRES
TOTAL:	2.37 ACRES

CONCEPTUAL OPEN SPACE BREAKDOWN

OPEN SPACE REQUIRED:	30% (30,993 SF)
OPEN SPACE PROVIDED:	28% (28,471 SF)

PROPOSED NONRESIDENTIAL INTENSITY

NONRESIDENTIAL FLOOR AREA:	71,316 SF
SITE AREA:	103,310 SF
NONRESIDENTIAL INTENSITY:	0.69

Received May 8, 2025

SCALE: 1" = 30'

INGENIUM ENTERPRISES, INC.
19445 SHUMARD OAK DR.
SUITE 102
LAND O LAKES, FL 34638
PHONE: (813) 387-0084

FBPE CERT. OF AUTHORITY #8370

INGENIUM PROJECT:	22/0037
PROJECT PM:	NK
PROJECT RE:	LW
ISSUE DATE:	10/18/2024

DWG NAME: 22/0037 MASTER CONCEPT PLAN.DWG

THE CIVIL ENGINEER REGULARLY UPDATES ELECTRONIC DRAWINGS AS THE PROJECT PROCEEDS. AS A RESULT, THE DATA INCLUDED IN ANY CAD FILE OR DRAWING PRIOR TO ITS FINAL RELEASE DOES NOT NECESSARILY REFLECT THE ENGINEER'S FINAL WORK CONTENT AS DEFINED IN THE CONTRACT. THE CONTENTS IN THESE FILES MAY THEREFORE BE PRELIMINARY, INCOMPLETE, OR MISLEADING. ACCORDING TO CHANGES, FURTHERMORE, THE INFORMATION CONTAINED HEREIN IS THE EXCLUSIVE PROPERTY OF THE CIVIL ENGINEER AND SHOULD NOT BE DISTRIBUTED. ANY USE OF THIS INFORMATION SHALL NOT BE USED, ALTERED, OR REPRODUCED IN ANY MANNER WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE CIVIL ENGINEER. THESE ARE SUBJECT TO FEDERAL COPYRIGHT LAWS. ANY USE OF SAME WITHOUT EXPRESSED WRITTEN PERMISSION OF THE CIVIL ENGINEER IS PROHIBITED.

CLIENT:
Peachtree Hotel Group
3500 Lenox Road - Suite 625
Atlanta, GA 30326
Phone: (470) 298-3648

HOME2 SUITES BY HILTON
COCONUT POINT
23106 FASHION DRIVE
ESTERO, FLORIDA 33928

REV.	DATE	DESCRIPTION

SEALED BY: ENGINEER NAME FE ON THE DATE ADJACENT TO THE SEAL ON THE COVER SHEET (CAVEAT).

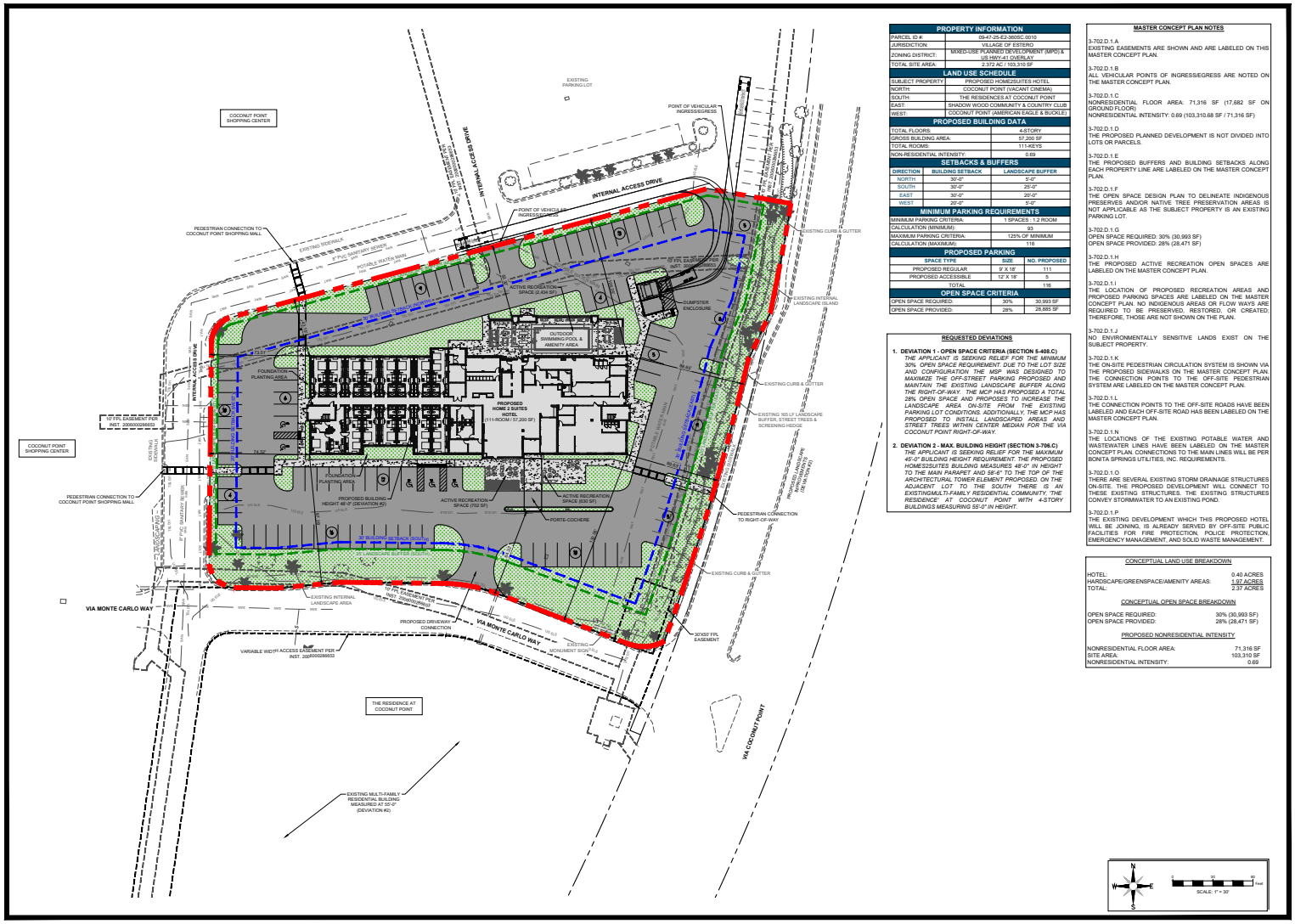
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC

SEAL

SHEET NAME
SITE PLAN

SHEET NUMBER
1 OF 2

SUBMIT FOR APPROVAL



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SCALE: 1" = 30'

INGENIUM ENTERPRISES, INC.
19445 SHUMARD OAK DR.
SUITE 102
LAND O LAKES, FL 34638
PHONE: (813) 387-0084

FBPE CERT. OF AUTHORITY #8370

INGENIUM PROJECT:	22/0037
PROJECT PM:	NK
PROJECT RE:	LW
ISSUE DATE:	10/18/2024

DWG NAME: 22/0037 MASTER CONCEPT PLAN.DWG

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CLIENT:
Peachtree Hotel Group
3500 Lenox Road - Suite 625
Atlanta, GA 30326
Phone: (470) 298-3648

HOME2 SUITES BY HILTON
COCONUT POINT
23106 FASHION DRIVE
ESTERO, FLORIDA 33928

REV.	DATE	DESCRIPTION

SEALED BY: ENGINEER NAME FS ON THE DATE ADJACENT TO THE SEAL ON THE COVER SHEET (OR)(E).

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SEAL

SHEET NAME
SITE PLAN

SHEET NUMBER
2 OF 2

SUBMIT FOR APPROVAL

Legal Description

A portion of Tract SC-1, Coconut Point - Area 2, s subdivision according to the map or plat thereof, as recorded in Official Records Instrument Number 2006000409925, of the Public Records of Lee County, Florida, being more particularly described as follows:

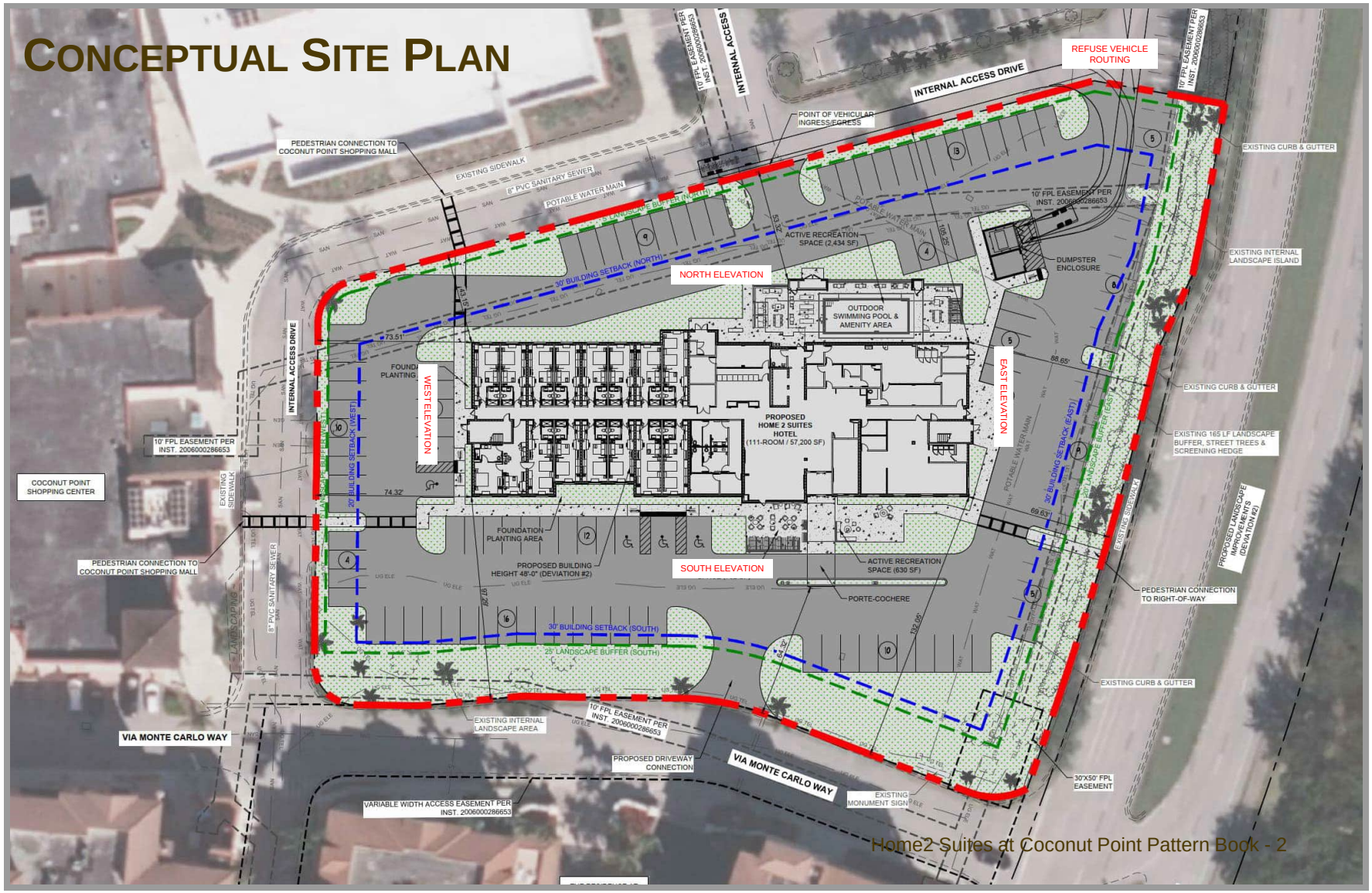
Commence at the Northeast corner of the Northeast quarter of Section 9, Township 47 South, Range 25 East for a point of reference; thence run along the Northerly line of said Northeast quarter of Section 9 South 88° 15’ 46” West 10.31 feet to a point in the Easterly right-of-way line of Via Coconut Point, a 100 foot public right-of-way, thence departing said Northerly line of the Northeast quarter of Section 9 and along said Easterly right-of-way line, South 00° 59’ 47" East 442.94 feet to a point marking the point of curvature of said Via Coconut Point; thence departing said Easterly right-of-way line South 89° 00’ 13” West 100.00 feet to a point in the Westerly right-of-way line of Via Coconut Point, and the point of curvature of such; thence curving to the right on a circular curve concave Westerly along said Westerly right-of-way line, having a radius of 1853.89 feet, a central angle of 10° 24' 00”, subtended by a chord bearing of South 04° 12’ 28” West a chord distance of 336.05 feet and an arc distance of 336.51 feet to the Point of Beginning; thence continuing along said Westerly right-of-way line, curving to the right on a circular curve concave Westerly, having a radius of 1853.89 feet, a central angle of 02° 33’ 26”, subtended by a chord bearing of South 10° 41' 11” West a chord distance of 82.74 feet and an arc distance of 82.74 feet to a point being the Northeasterly corner to Tract R-7 (an 8.50 foot roadway widening tract) as shown on aforementioned plat recorded in Official Records Instrument Number 2006000409925, Sheet 5; thence along the Westerly line of said Tract R-7, South 2449' 37" West 40.04 feet to a point of curvature; thence departing said Westerly line of Tract R-7, along the Northerly line of a variable width access easement, curving to the right on a circular curve concave Westerly along said Westerly line of Tract R-7, having a radius of 1845.39 feet, a central angle of 06° 48' 38", subtended by a chord bearing of South 16° 34’ 56" West a chord distance of 219.22 feet and an arc distance of 219.35; thence curving to the right on a circular curve concave to the North, having a radius of 33.00 feet, a central angle of 49° 17' 13", subtended by a chord bearing of South 86° 20' 48” West a chord distance of 27.52 feet and an arc distance of 28.39 feet; thence continuing along said Northerly line of a variable width access easement, North 69° 00’ 36” West a distance of 103.35 feet to a point of curvature; thence continuing along said Northerly line of an access casement, curving to the left on a circular curve concave Southerly, having a radius of 122.00 feet, a central angle of 20° 19’ 13”, subtended by a chord bearing of North 79° 10’ 13" West a chord distance of 43.04 feet and on arc distance of 43.27 feet; thence continuing along said Northerly line of a variable width access casement North 89° 19' 49” West a distance of 76.50 feet; thence, still along said Northerly line, South 84° 35’ 41" West a distance of 47.35 feet; thence continuing along the Northerly line of a variable width access easement, North 89° 18' 43” West a distance of 31.48 feet to a point of curvature; thence, departing said Northerly line of a variable width access easement, curving to the right on a circular curve concave Northeastwardly with a radius of 20.00 feet, a central angle of 89° 56' 24", subtended by a chord bearing of North 44° 20’ 31" West a chord distance of 28.27 and an arc distance of 31.40; thence North 00° 37' 41" East a distance of 163.18 feet to a point of curvature; thence curving to the right on a circular curve concave to the Southeast with a radius of 20.00 feet, a central angle of 74° 15' 39", subtended by a chord bearing of North

37° 45' 31" East a chord distance of 24.15 feet and an arc distance of 25.92 feet; thence North 74° 53' 20” East a distance of 369.50 feet; thence South 79° 49' 41" East a distance of 63.52 feet returning to the Point of Beginning.

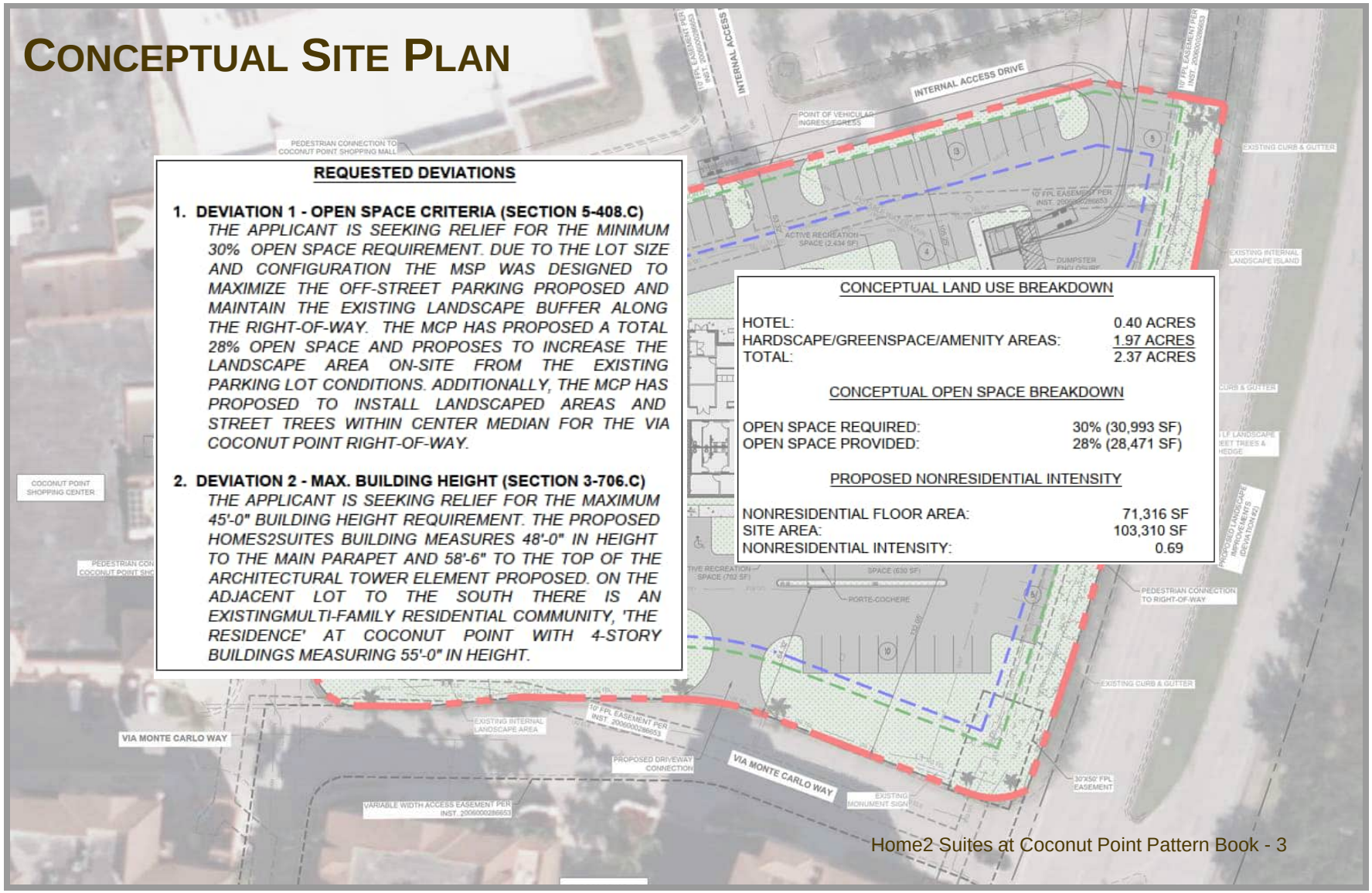
Containing 103,310.68 square feet, or 2.372 acres, more or less.

HOME2 SUITES AT COCONUT POINT
SUPPLEMENTAL PATTERN BOOK

Received May 8, 2025


CONCEPTUAL SITE PLAN
REFUSE VEHICLE ROUTING
INTERNAL ACCESS DRIVE
INTERNAL ACCESS
10' FPL EASEMENT PER INST. 2006000286653
POINT OF VEHICULAR INGRESS/EGRESS
PEDESTRIAN CONNECTION TO COCONUT POINT SHOPPING MALL
EXISTING SIDEWALK
8" PVC SANITARY SEWER
POTABLE WATER MAIN
LANDSCAPE BUFFER (NORTH)
ACTIVE RECREATION SPACE (2,434 SF)
DUMPSTER ENCLOSURE
EXISTING CURB & GUTTER
EXISTING INTERNAL LANDSCAPE ISLAND
30' BUILDING SETBACK (NORTH)
NORTH ELEVATION
OUTDOOR SWIMMING POOL & AMENITY AREA
WEST ELEVATION
EAST ELEVATION
PROPOSED HOME 2 SUITES HOTEL (111-ROOM / 57,200 SF)
EXISTING 165 LF LANDSCAPE BUFFER, STREET TREES & SCREENING HEDGE
20' BUILDING SETBACK (WEST)
30' BUILDING SETBACK (EAST)
COCONUT POINT SHOPPING CENTER
FOUNDATION PLANTING AREA
PROPOSED BUILDING HEIGHT 48'-0" (DEVIATION #2)
SOUTH ELEVATION
ACTIVE RECREATION SPACE (630 SF)
PORTE-COCHERE
PROPOSED LANDSCAPE IMPROVEMENTS (DEVIATION #3)
PEDESTRIAN CONNECTION TO RIGHT-OF-WAY
30' BUILDING SETBACK (SOUTH)
25' LANDSCAPE BUFFER (SOUTH)
VIA MONTE CARLO WAY
EXISTING INTERNAL LANDSCAPE AREA
PROPOSED DRIVEWAY CONNECTION
VARIABLE WIDTH ACCESS EASEMENT PER INST. 2006000286653
EXISTING MONUMENT SIGN
30'X50' FPL EASEMENT
Home2 Suites at Coconut Point Pattern Book - 2

CONCEPTUAL SITE PLAN



REQUESTED DEVIATIONS

1. **DEVIATION 1 - OPEN SPACE CRITERIA (SECTION 5-408.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MINIMUM 30% OPEN SPACE REQUIREMENT. DUE TO THE LOT SIZE AND CONFIGURATION THE MSP WAS DESIGNED TO MAXIMIZE THE OFF-STREET PARKING PROPOSED AND MAINTAIN THE EXISTING LANDSCAPE BUFFER ALONG THE RIGHT-OF-WAY. THE MCP HAS PROPOSED A TOTAL 28% OPEN SPACE AND PROPOSES TO INCREASE THE LANDSCAPE AREA ON-SITE FROM THE EXISTING PARKING LOT CONDITIONS. ADDITIONALLY, THE MCP HAS PROPOSED TO INSTALL LANDSCAPED AREAS AND STREET TREES WITHIN CENTER MEDIAN FOR THE VIA COCONUT POINT RIGHT-OF-WAY.

2. **DEVIATION 2 - MAX. BUILDING HEIGHT (SECTION 3-706.C)**
   THE APPLICANT IS SEEKING RELIEF FOR THE MAXIMUM 45'-0" BUILDING HEIGHT REQUIREMENT. THE PROPOSED HOMES2SUITES BUILDING MEASURES 48'-0" IN HEIGHT TO THE MAIN PARAPET AND 58'-6" TO THE TOP OF THE ARCHITECTURAL TOWER ELEMENT PROPOSED. ON THE ADJACENT LOT TO THE SOUTH THERE IS AN EXISTINGMULTI-FAMILY RESIDENTIAL COMMUNITY, 'THE RESIDENCE' AT COCONUT POINT WITH 4-STORY BUILDINGS MEASURING 55'-0" IN HEIGHT.

CONCEPTUAL LAND USE BREAKDOWN

HOTEL:	0.40 ACRES
HARDSCAPE/GREENSPACE/AMENITY AREAS:	1.97 ACRES
TOTAL:	2.37 ACRES

CONCEPTUAL OPEN SPACE BREAKDOWN

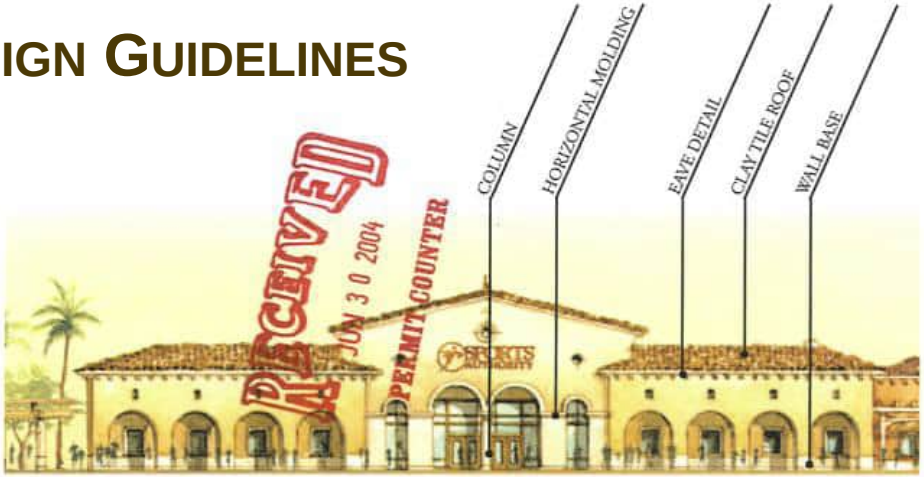
OPEN SPACE REQUIRED:	30% (30,993 SF)
OPEN SPACE PROVIDED:	28% (28,471 SF)

PROPOSED NONRESIDENTIAL INTENSITY

NONRESIDENTIAL FLOOR AREA:	71,316 SF
SITE AREA:	103,310 SF
NONRESIDENTIAL INTENSITY:	0.69

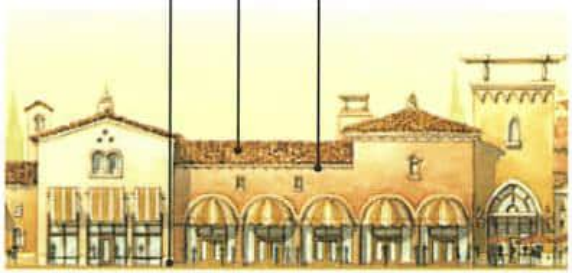
Home2 Suites at Coconut Point Pattern Book - 3

COCONUT POINT DESIGN GUIDELINES



Elevation - Type A2

RECEIVED
JUN 30 2004
PERMIT COUNTER
ADD 2004-00060



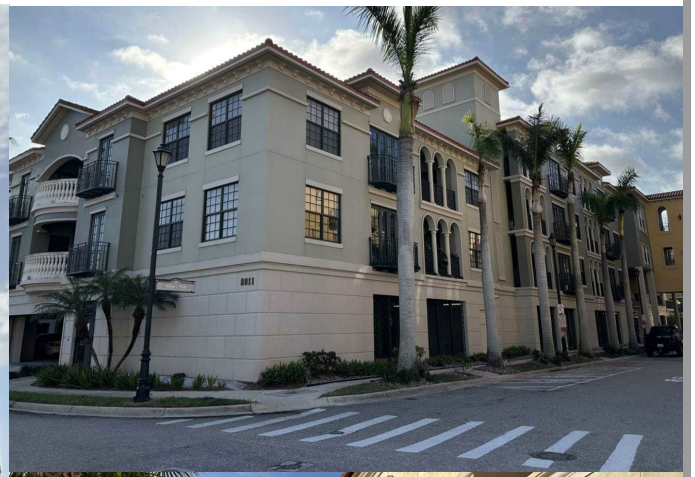
Elevation - Type A3

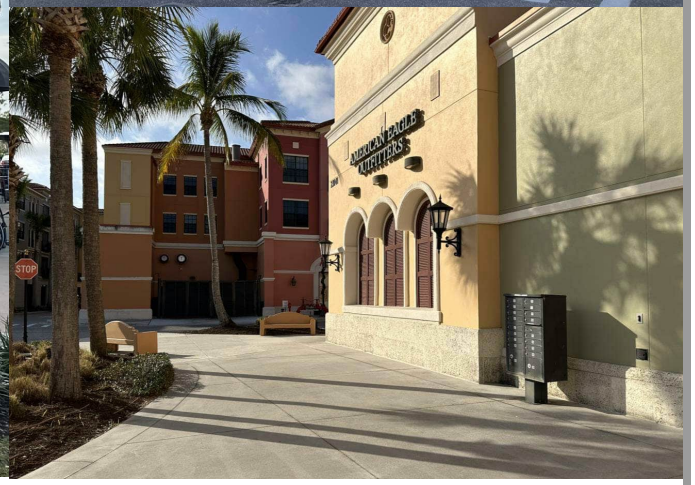
Elevation - Type A4

JUNE 14, 2004

Home2 Suites at Coconut Point Pattern Book - 4

EXISTING SITE PHOTOGRAPHS





Home2 Suites at Coconut Point Pattern Book - 5

FRONT
HOME2
Home2 Suites at Coconut Point Pattern Book - 6

FRONT
Home2 Suites at Coconut Point Pattern Book - 7

FRONT ENTRY
Home2 Suites at Coconut Point Pattern Book - 8

REAR
Home2 Suites at Coconut Point Pattern Book - 9

REAR
HOME2
Home2 Suites at Coconut Point Pattern Book - 10

REAR ENTRY
Home2 Suites at Coconut Point Pattern Book - 11

NORTH AND SOUTH ELEVATIONS

NORTH BUILDING ELEVATION (REAR)
SCALE: 1/8" = 1'-0"

SOUTH BUILDING ELEVATION (FRONT)
SCALE: 1/8" = 1'-0"

Home2 Suites at Coconut Point Pattern Book - 12

EAST AND WEST ELEVATIONS

EAST BUILDING ELEVATION (RIGHT)
SCALE: 1/8" = 1'-0"

WEST BUILDING ELEVATION (LEFT)
SCALE: 1/8" = 1'-0"

s1
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 6178 - CLARY SAGE

s2
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIMESTONE FINISH
COLOR TO MATCH:
SW 7035 - AESTHETIC WHITE

s3
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 9025 - CORIANDER POWDER

s4
EXTERIOR STUCCO SYSTEM
TEXTURE:
LIGHT SAND FINISH
COLOR TO MATCH:
SW 7534 - OUTERBANKS

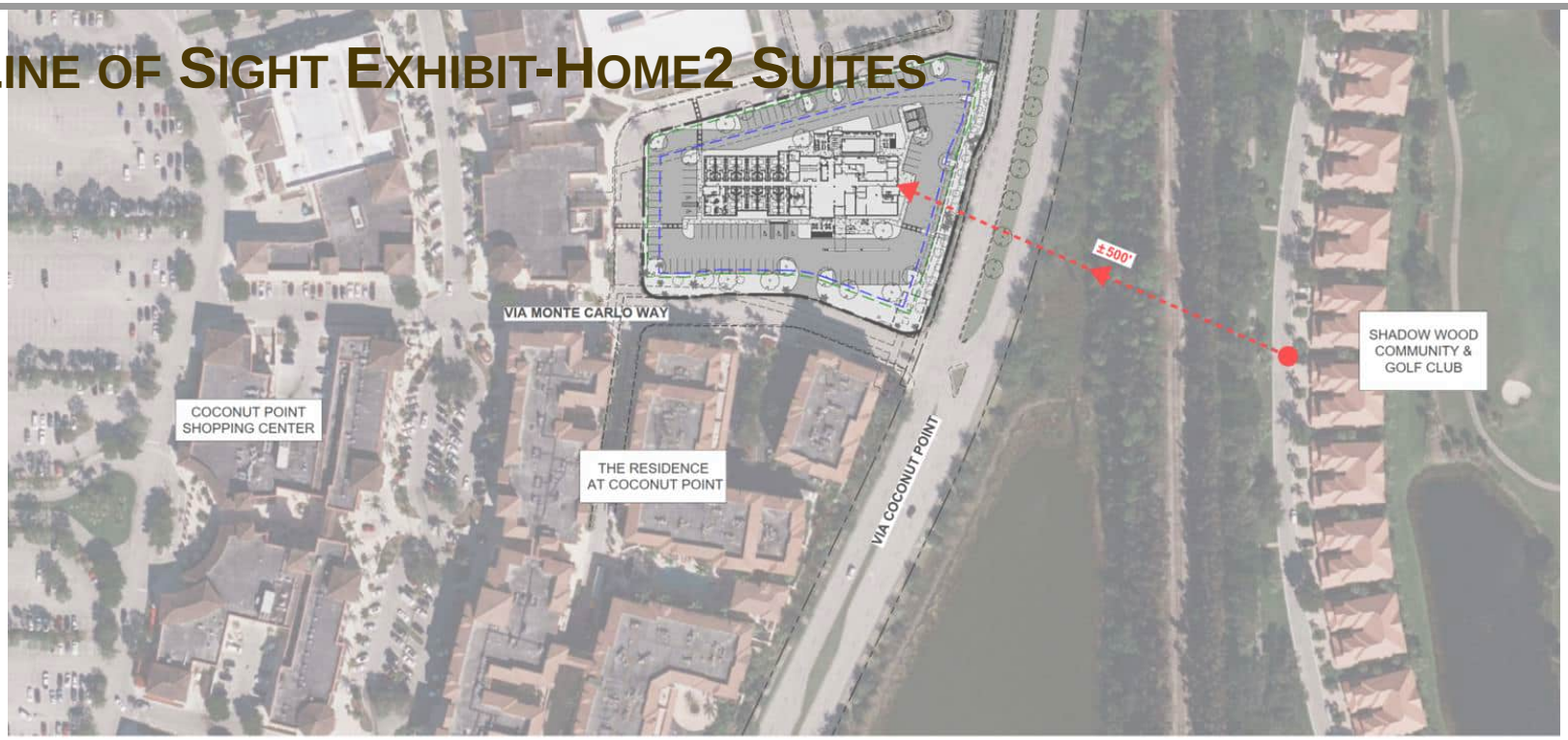
s5
EXTERIOR STUCCO SYSTEM
TEXTURE:
LARGE FORMAT STONE
COLOR TO MATCH:
VARIED COLOR TO MATCH
SW 7534 & SW7035

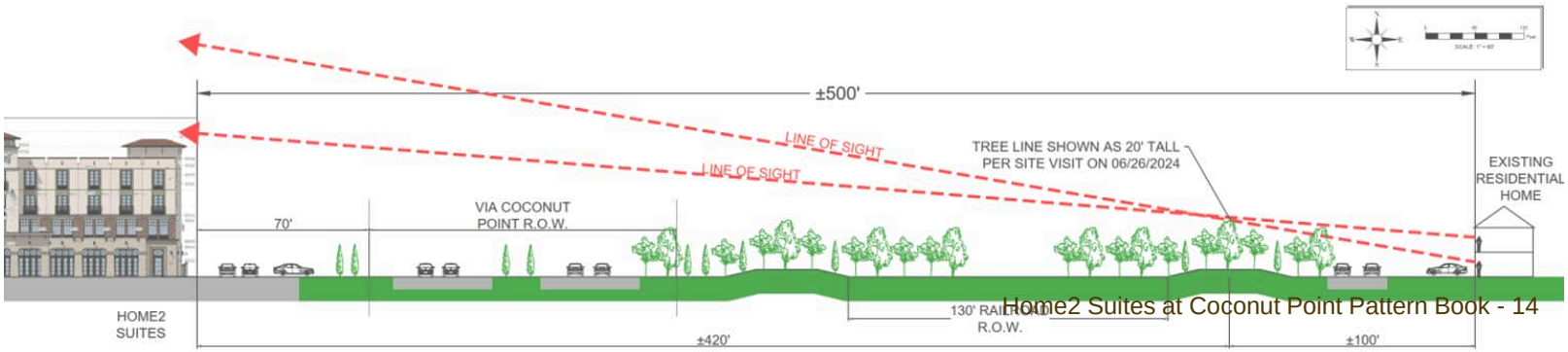
s6
EXTERIOR STUCCO SYSTEM
TEXTURE:
LARGE FORMAT CORAL STONE
COLOR TO MATCH:
COLOR TO MATCH
SW 7534

s7
CEMETITIOUS BARREL TILE ROOFING
COLOR TO MATCH:
ADOBE

Home2 Suites at Coconut Point Pattern Book - 13

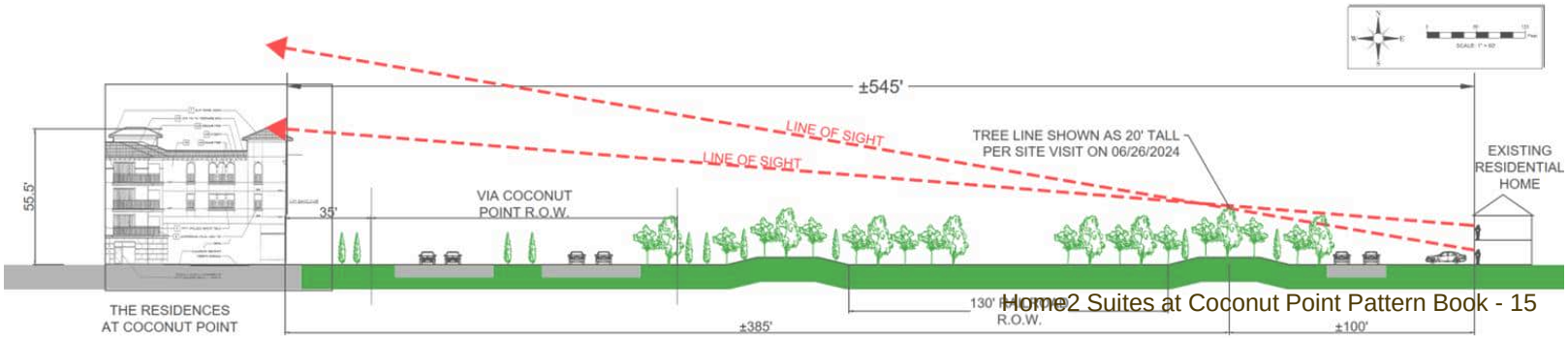
LINE OF SIGHT EXHIBIT-HOME2 SUITES





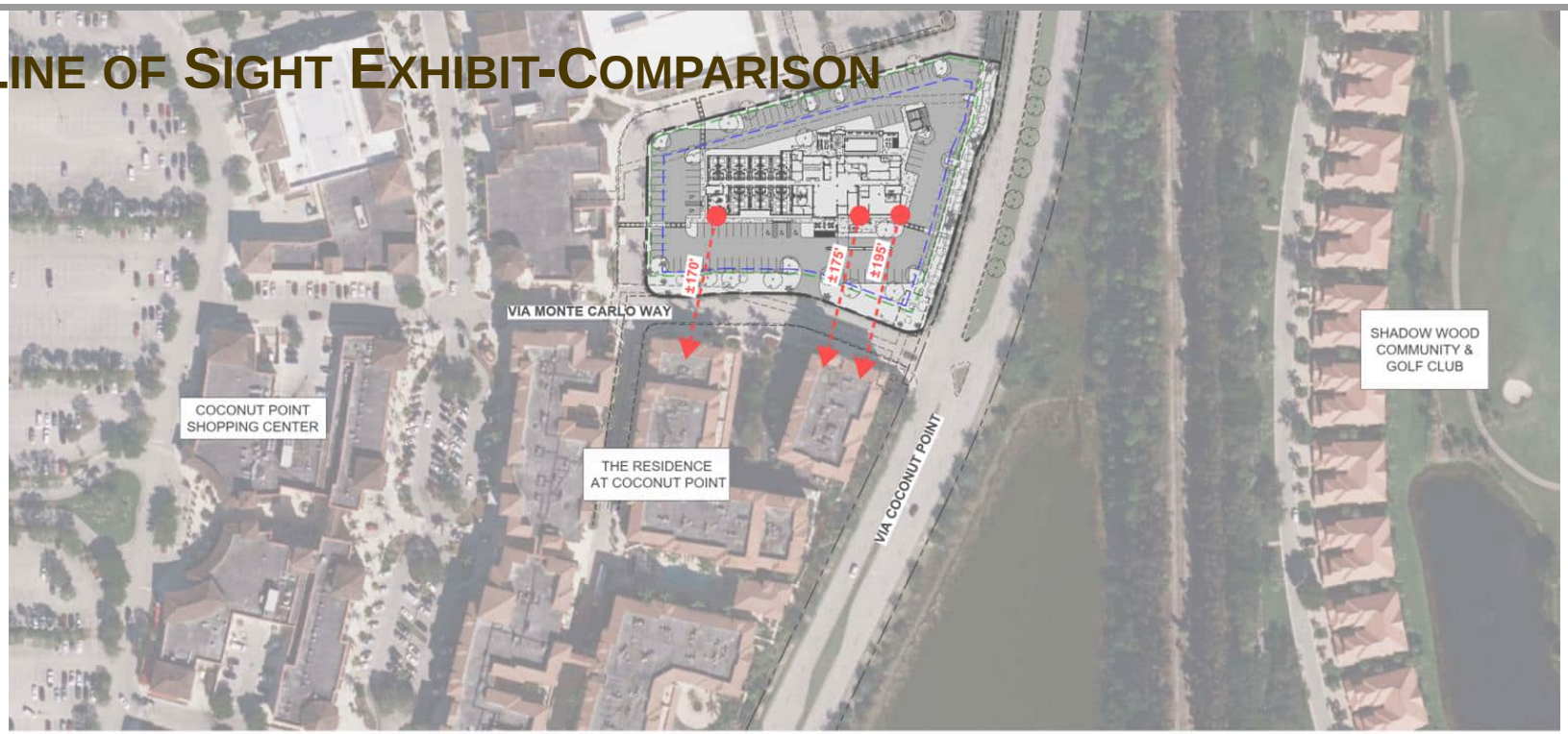
Home2 Suites at Coconut Point Pattern Book - 14

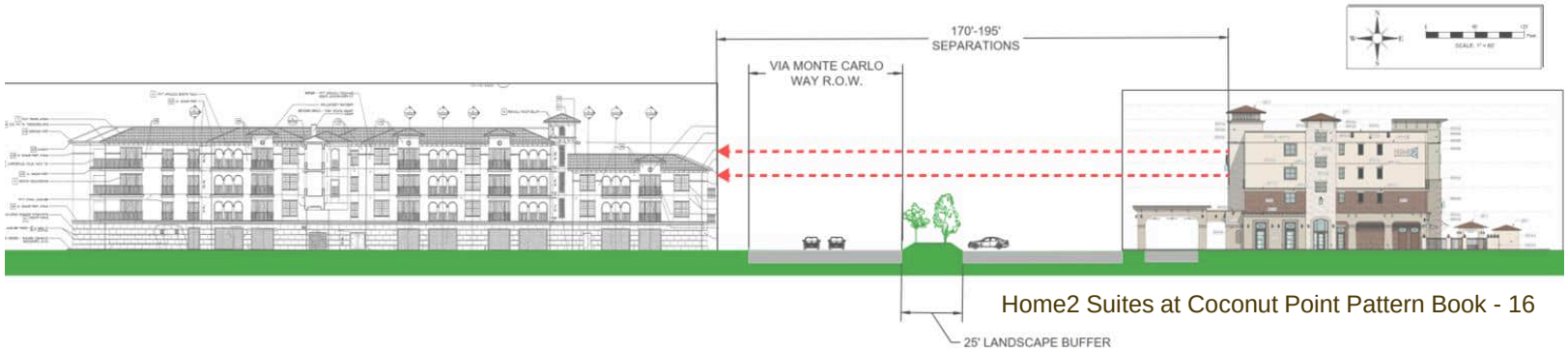
LINE OF SIGHT EXHIBIT-EXISTING



Home2 Suites at Coconut Point Pattern Book - 15

LINE OF SIGHT EXHIBIT-COMPARISON





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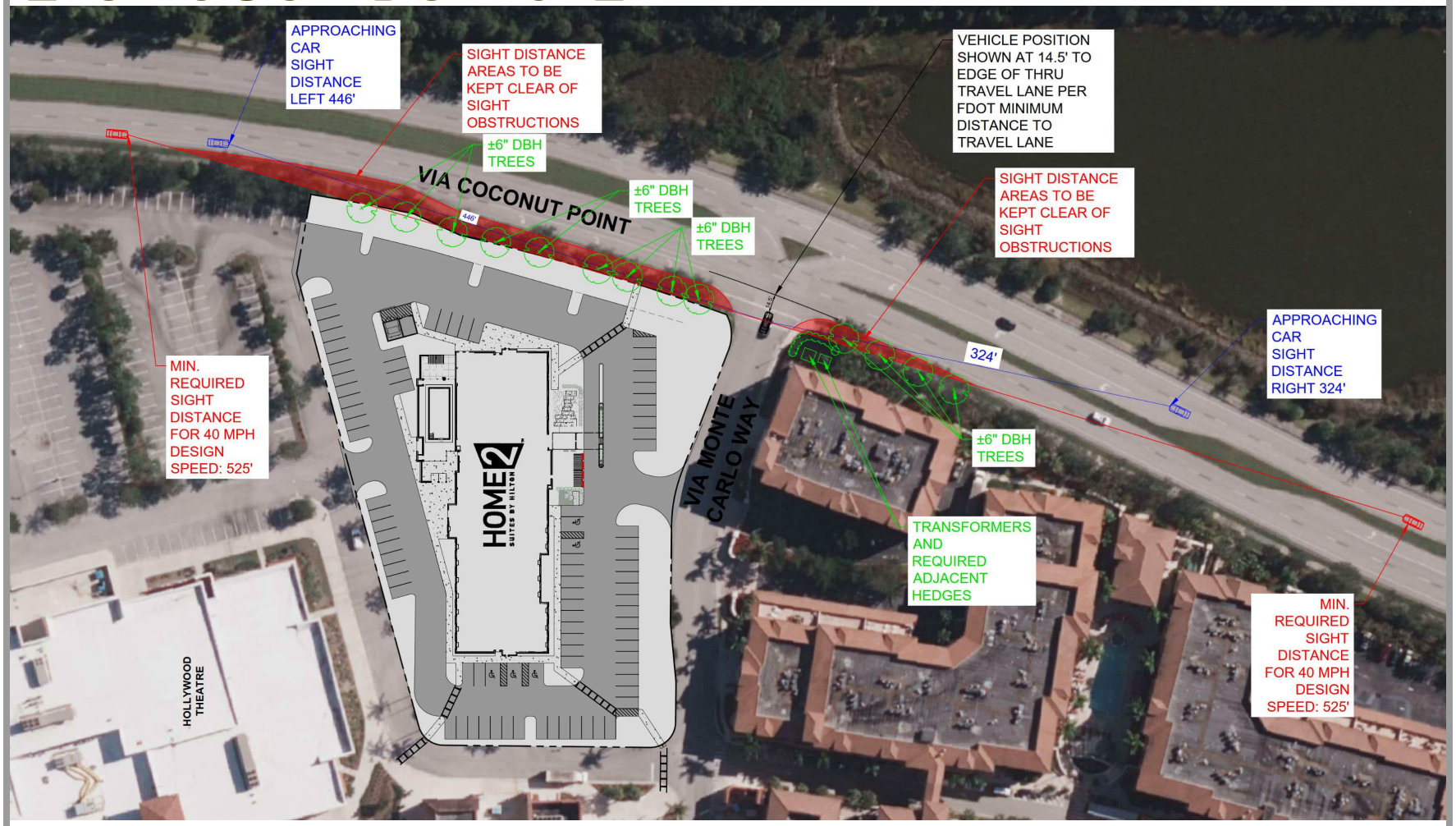
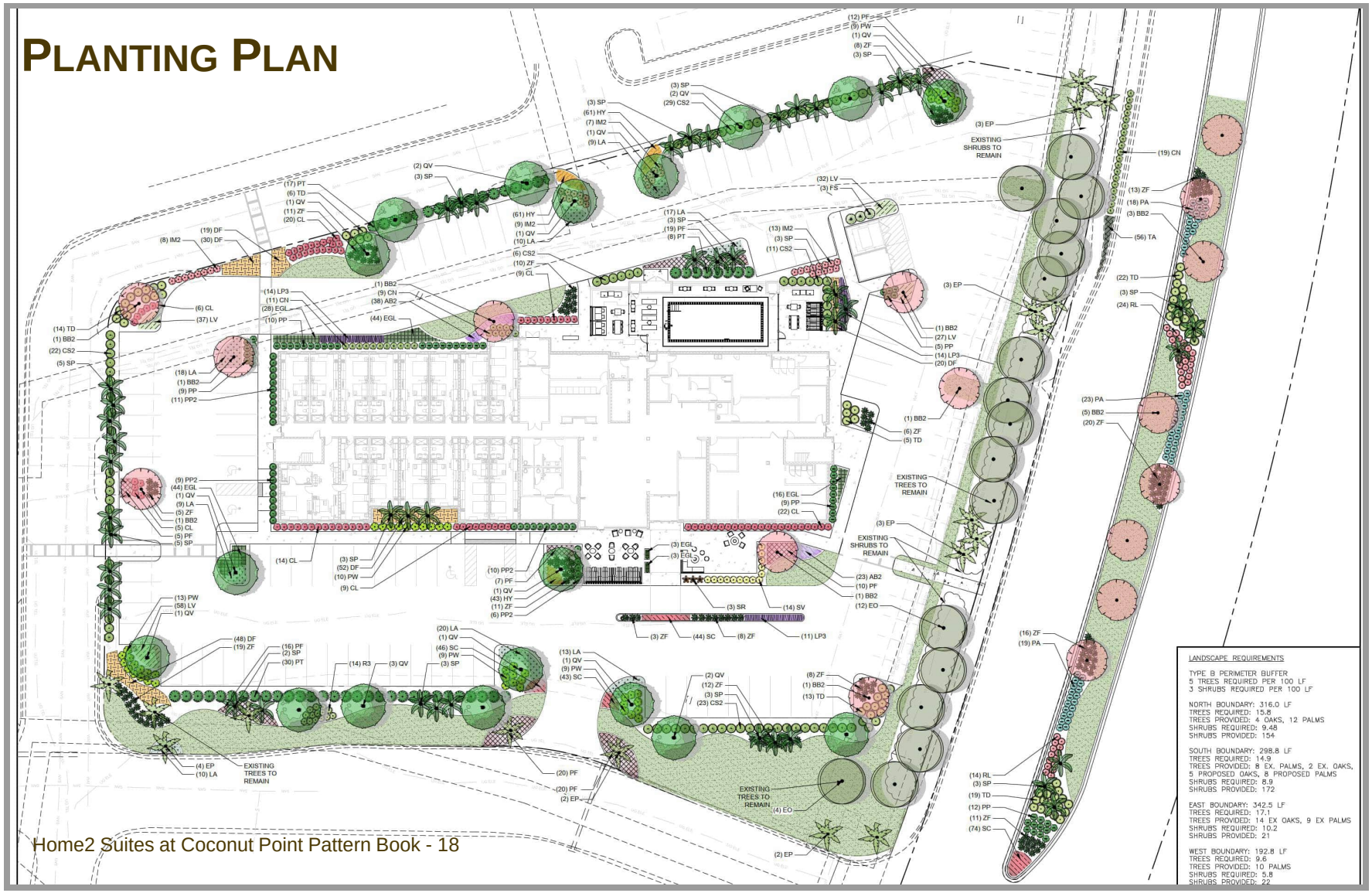
EXISTING SIGHT DISTANCE EXHIBIT



Home2 Suites at Coconut Point Pattern Book - 17

PLANTING PLAN



Home2 Suites at Coconut Point Pattern Book - 18

PLANTING SCHEDULES

PLANT SCHEDULE COCONUT POINT HOTEL

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT		REMARKS
TREES									
	BB2	8	DELONIX REGIA	ROYAL POINCIANA	B&B OR CONT	3"CAL	12-14` HT		FULL HEAD, SPECIMEN QUALITY, MIN. 12' CLEAR TRUNK
	EO	17	EXISTING OAK	EXISTING OAK	N/A				EXISTING OAK TO REMAIN
	EP	17	EXISTING PALM	EXISTING PALM	N/A				EXISTING PALM TO REMAIN
	QV	18	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B&B OR CONT	3"CAL	12`-14`		FULL HEAD, SPECIMEN QUALITY, MIN. 6' CLEAR TRUNK
	SP	39	SABAL PALMETTO	SABAL PALM	FG		14-16` H		CLEAR-TRUNK HEIGHT NOTED
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT		SPACING	REMARKS
SHRUBS									
	CL	85	CALLISTEMON CITRINUS `LITTLE JOHN`	LITTLE JOHN DWARF BOTTLEBRUSH	N/A	24" MIN.		36" o.c.	FULL FORM
	CN	20	CLUSIA GLUTTIFERA 'NANA'	DWARF CLUSIA	3 GAL			36" o.c.	FULL FORM
	CS2	91	CLUSIA GUTTIFERA	CLUSIA	N/A	36" MIN.		48" o.c.	FULL FORM
	FS	3	FEIJOA SELLOWIANA	PINEAPPLE GUAVA	N/A	24" MIN.		54" o.c.	FULL FORM
	IM2	37	IXORA COCCINEA 'NORA GRANT'	NORA GRANT IXORA	N/A	24" MIN.		36" o.c.	FULL FORM
	PT	55	PITTOSPORUM TOBIRA	PITTOSPORUM	N/A	36" MIN.		60" o.c.	FULL FORM
	PW	50	PITTOSPORUM TOBIRA `WHEELERS DWARF`	WHEELER`S DWARF PITTOSPORUM	N/A	18"		42" o.c.	FULL FORM
	PP	43	PODOCARPUS MACROPHYLLUS `PRINGLES`	PRINGLES DWARF PODOCARPUS	N/A	24" MIN.		36" o.c.	FULL FORM
	PP2	36	PODOCARPUS MACROPHYLLUS MAKI	SHRUBBY YEW PODOCARPUS	15 GAL	48"		36" o.c.	FULL FORM
	R3	14	ROSA HYBRID 'MEIZORLAND'	WHITE DRIFT ROSE	N/A	24" MIN.		36" o.c.	FULL FORM
	SV	14	SCHEFFLERA ARBORICOLA 'VARIEGATA'	DWARF VARIEGATED SCHEFFLERA	N/A	24" MIN.		36" o.c.	FULL FORM
	SR	3	STRELITZIA REGINAE	BIRD OF PARADISE	N/A	24" MIN.		36" o.c.	FULL FORM
	TD	38	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	N/A	24" MIN.		48" o.c.	FULL FORM
	ZF	101	ZAMIA FLORIDANA	COONTIE PALM	N/A	12" MIN.		36" o.c.	FULL FORM
SHRUB AREAS									
	DF	169	PENNISETUM ALOPECUROIDES 'HAMELN'	DWARF FOUNTAIN GRASS	N/A	24" MIN.		24" o.c.	FULL FORM
	PF	109	PENNISETUM SETACEUM 'RUBRUM'	PURPLE FOUNTAIN GRASS	N/A	24" MIN.		36" o.c.	FULL FORM
GROUND COVERS									
	AB2	61	AGAPANTHUS AFRICANUS `BLUE`	BLUE LILY OF THE NILE	1 GAL			18" o.c.	FULL FORM
	HY	165	HEMEROCALLIS 'WF-479'	EVERGREEN STELLA DAYLILY	1 GAL			12" o.c.	FULL FORM
	LP3	39	LANTANA MONTEVIDENSIS	PURPLE TRAILING LANTANA	4"POT			30" o.c.	FULL FORM
	LA	106	LANTANA MONTEVIDENSIS 'ALBA'	WHITE TRAILING LANTANA	4"POT			30" o.c.	FULL FORM
	LV	154	LIRIOPE MUSCARI	LIRIOPE	1 GAL			15" o.c.	FULL FORM
	EGL	138	LIRIOPE MUSCARI `EVERGREEN GIANT`	EVERGREEN GIANT LIRIOPE	1 GAL			18" o.c.	FULL FORM
	SC	133	SEASONAL COLOR		4"POT			12" o.c.	
SOD/SEED									
	SOD	9,524 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD				

PLANT SCHEDULE MEDIAN

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT		REMARKS
TREES									
	BB2	8	DELONIX REGIA	ROYAL POINCIANA	B&B OR CONT	3"CAL	12-14` HT		FULL HEAD, SPECIMEN QUALITY, MIN. 12' CLEAR TRUNK
	SP	6	SABAL PALMETTO	SABAL PALM	FG		14-16` H		CLEAR-TRUNK HEIGHT NOTED
SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT		SPACING	REMARKS
SHRUBS									
	CN	19	CLUSIA GLUTTIFERA 'NANA'	DWARF CLUSIA	3 GAL			36" o.c.	FULL FORM
	PA	60	PLUMBAGO AURICULATA	BLUE PLUMBAGO	N/A	24" MIN.		36" o.c.	FULL FORM
	PP	12	PODOCARPUS MACROPHYLLUS `PRINGLES`	PRINGLES DWARF PODOCARPUS	N/A	24" MIN.		36" o.c.	FULL FORM
	RL	38	RONDELETIA LEUCOPHYLLA	PANAMA ROSE	3 GAL			36" o.c.	FULL FORM
	TD	41	TRIPSACUM DACTYLOIDES	FAKAHATCHEE GRASS	N/A	24" MIN.		48" o.c.	FULL FORM
	ZF	60	ZAMIA FLORIDANA	COONTIE PALM	N/A	12" MIN.		36" o.c.	FULL FORM
GROUND COVERS									
	SC	74	SEASONAL COLOR		4"POT			12" o.c.	
	TA	56	TRACHELOSPERMUM ASIATICUM	ASIATIC JASMINE	4"POT@			12" o.c.	
SOD/SEED									
	SOD	3,727 SF	STENOTAPHRUM SECUNDATUM	ST. AUGUSTINE GRASS	SOD				

Home2 Suites at Coconut Point Pattern Book - 19

PLANTINGS IMAGES

TREES

Sabal Palm

Southern Live Oak

Royal Poinciana

GRASSES

Fakahatchee Grass

Hamein Dwarf Fountain Grass

Purple Fountain Grass

Evergreen Giant Liriope

GROUNDCOVER

Agapanthus

Evergreen Daylily

Purple Traling Lantana

White Traling Lantana

Variegated Liriope

PLANTINGS IMAGES

SHRUBS

Shrubby Yew Podocarpus

Pittosporum tobira

Clusia

Pineapple Guava

Bird of Paradise

Dwarf Variegated Schefflera

Dwarf Palmetto

Pringles Dwarf Podocarpus

Nora Grant Ixora

White Drift Rose

Little John Dwarf Bottlebrush

Wheeler's Dwarf Pittosporum

Coontie

Home2 Suites at Coconut Point Pattern Book - 21

MEDIAN PLANTING RENDERING
Home2 Suites at Coconut Point Pattern Book - 22

~~NINTH~~TENTH DEVELOPMENT ORDER AMENDMENT AND RESTATEMENT[1] FOR COCONUT POINT DRI STATE DRI # 09-2001-153

Let it Be Known That, pursuant to Florida Statutes §380.06, the Board of County Commissioners of Lee County, Florida, heard at a public hearing convened on October 21, 2002, the Application For Development Approval submitted by The Simon Property Group, L.P. and Oakbrook Properties, Inc., for Coconut Point DRI (originally known as Simon Suncoast DRI), a mixed use development in Lee County, consisting of approximately 482.4+/- acres.

WHEREAS, the Board of County Commissioners of Lee County, Florida considered the report and recommendations of the Southwest Florida Regional Planning Council, the Lee County Staff, the Lee County Hearing Examiner, the application and sufficiency submittals, and the documents and comments made on the record in public hearing, and after full consideration of those reports, recommendations, documents and comments, the Board of County Commissioners of Lee County, Florida, adopted the Coconut Point Development of Regional Impact (DRI) Development Order; and

WHEREAS, the original Development Order for the Coconut Point DRI was approved on October 21, 2002; and

WHEREAS, the DRI Development Order was subsequently amended on February 7, 2005, to reduce the number of hotel rooms from 600 to 350, decrease the number of apartments from 450 to 250, and increase the number of residential condominiums from 550 to 1,000; and

WHEREAS, on August 1, 2006, the DRI Development Order was amended a second time to extend the build-out date one year to December 31, 2007; and

WHEREAS, on August 30, 2006, the DRI Development Order was amended a third time to: (1) increase condominium units from 1,000 to 1,528; (2) decrease apartment units from 250 to 0; (3) increase hotel units from 350 to 440; (4) decrease retail commercial square footage from 1,800,000 to 1,638,900; (5) increase commercial square footage for banks by 8,000 square feet; (6) increase general office square footage from 200,000 to 315,000; (7) decrease medical office square footage from 100,000 to 68,333; (8) add a 506-seat performing arts center; and (9) add a land use conversion chart; and

WHEREAS, the Coconut Point DRI was amended a fourth time on March 18, 2008, to provide the benefit of the statutory extension to all phase build-out and expiration dates as provided under HB 7203; and

[1] This is an amendment of ~~a codification and restatement of~~ the Ninth Development Order Amendment and Restatement for Coconut Point DRI ~~Development Orders as amended through July 26, 2017~~ to amend and to update the Ninth Amendment to eliminate original requirements either fulfilled by the Applicant or no longer relevant.

WHEREAS, the Coconut Point DRI was amended a fifth time on December 19, 2009, to provide the benefit of the statutory extension to all phase build-out and expiration dates as provided under SB 360; and

WHEREAS, on June 2, 2011, House Bill 7207 (HB 7207) was signed into law by the Governor of the State of Florida. HB 7207, as codified in Chapter 2011-139, Laws of Florida, authorizes a four-year extension for all valid DRI Development Orders. At the option of the developer, all commencement, phase, build-out and expiration dates for valid Developments of Regional Impacts may be extended by four (4) years regardless of previous extensions issued in the past; and

WHEREAS, on June 29, 2011, Lee County received a request to extend the DRI compliance dates as contemplated under HB 7207, resulting in an extension to December 31, 2016; and

WHEREAS, Executive Order Number 11-128 provided for an extension of 60 days (extended an additional 60 days by Executive Order 11-172 and an additional 30 days by Executive Order 11-202), for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363 (effective July 1, 2011) build-out dates for valid DRI Development Orders were extended an additional 6 months; and

WHEREAS, on January 26, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 11-128 (extended by 11-172 and 11-202) and Florida Statutes §252.363, resulting in an extension to November 6, 2017; and

WHEREAS, Executive Order Number 12-140 provided for an extension of 60 days (extended an additional 30 days by Executive Order 12-192 and an additional 5 days by Executive Order 12-217) for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363, build-out dates for valid DRI Development Orders were extended an additional 6 months; and

WHEREAS, on July 2, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 12-140 (extended by 12-192 and 12-217) and Florida Statutes §252.363, resulting in an extension to August 8, 2018; and

WHEREAS, Executive Order Number 12-199 provided for an extension of 60 days for build-out, commencement and completion dates for valid DRI Development Orders at the option of the developer; and

WHEREAS, under Florida Statutes §252.363, Executive Order Number 12-199 extended the build-out dates for valid DRI Development Orders an additional 6 months; and

WHEREAS, on October 2, 2012, Lee County received a request to extend the DRI compliance dates as contemplated under Executive Order Number 12-199 and Florida Statutes §252.363, resulting in an extension to April 7, 2019; and

WHEREAS, on January 8, 2013, the Coconut Point DRI was amended a sixth time to extend the build-out and termination dates to April 7, 2019, and April 7, 2025, respectively; and

WHEREAS, on August 5, 2013, the DRI Development Order was amended a seventh time to: (a) decrease the number of residential units from 1,528 to 1,214; (b) decrease the retail square footage from 1,638,900 to 1,607,500; (c) increase the office square footage from 315,000 to 782,777; (d) eliminate the performing arts center; (e) increase the number of ALF units from 200 to 400; (f) reduce the number of hotel units from 440 to 320; and (g) extend the build-out and termination dates to December 31, 2019, and December 31, 2025, respectively; and

WHEREAS, on September 20, 2013, Lee County received a request for an Eighth Amendment to the Coconut Point DRI Development Order to: (1) add an acute care hospital and increase the amount of medical office from 104,333 sf. to 234,000 sf. and (2) extend the build-out date and termination date to December 31, 2024, and December 31, 2030, respectively; and

WHEREAS, the Eighth Amendment (1) provided an option to develop an acute care hospital within Tract 3A; (2) increased the square footage of office that can be constructed within Tract 3A so long as net new external trips from Tract 3A do not exceed 614; and (3) extended the buildout and termination dates to December 31, 2024, and December 31, 2030, respectively; and~~.~~

WHEREAS, the Eighth Amendment application was reviewed by the Southwest Florida Regional Planning Council and the Lee County Hearing Examiner, who found it consistent with the Lee County Comprehensive Plan; and

WHEREAS, the Board approved the Eighth Amendment on May 7, 2014, finding the proposed changes did not constitute a substantial deviation from the original development approvals; and

WHEREAS, the Village of Estero was created on or about December 31, 2014, and the Coconut Point DRI is now under the jurisdiction of the Village of Estero; and

WHEREAS, ~~an application was submitted by Lee Memorial Health System to make corrections to the DRI DO created by the Eighth Amendment. These corrections allowed Tract 3A-1, 3A-2, and 3A-3-1 in the South Village to be developed with (1) a 160-bed~~

~~acute care hospital constructed only within Tracts 3A-1, 3A-2 and 3A-3_1, and (2) with any of the following land uses or combinations so long as they do not exceed 479 total net new external trips: up to 60,000 gross leasable square feet of retail, 300,000 square feet office (of which a maximum of 198,000 square feet may be medical office), 160 acute care hospital beds. These corrections were approved by~~ the Village Council ~~as~~ by Ordinance 2016-10 adopted on August 31, 2016 amended the Eighth Amendment to allow within Tracts 3A-1, 3A-2 and 3A-3 a 160 bed acute care hospital and the following land uses or combinations which shall not exceed 479 total net new external trips: up to 60,000 gross leasable square feet of retail, and 300,000 square feet office (of which a maximum of 198,000 square feet may be medical office). ~~The corrections approved by Ordinance 2016-10 are included in this Ninth Development Order Amendment and Restatement ("Ninth Amendment")~~; and

WHEREAS, an application to further amend the Eighth DRI Development Order was submitted by Coconut Point Holdings, LP on or about August 16, 2016, to (1) reduce 200 assisted living facility (ALF) units in Tract 1A; (2) reduce 18,900 square feet of commercial retail in Tract 1C; and (3) to add 180 multi-family apartment (MF-APT) units within Tract 1A~~Development Area 1~~; and

~~WHEREAS, Department of Economic Opportunity (DEO) issued a letter on or about July 19, 2016, finding that the amendment is a change pursuant to Section 380.06(19)(e).2.k., Florida Statutes and not a substantial deviation; and~~

~~WHEREAS, the Village of Estero Council has determined that the amendment is not a substantial deviation and concurred with DEO that the amendment is a Section 380.06(19)(e).2.k. change; and~~

WHEREAS, ~~this~~ the Village approved the Ninth ~~Amendment~~ Development Order Amendment and Restatement ("Ninth Amendment") by Ordinance 2017-02 on July 26, 2017 permitting said changes; and ~~will correct~~ correcting certain inconsistencies of land use intensity changes that were approved by previous amendments but not corrected in the previous amendments; and

WHEREAS, the applicant PHG Acquisitions, LLC, applied on May 2, 2024 to amend the Ninth Amendment to incorporate build-out date extensions approved pursuant to §252.361, Florida Statutes, and to permit an increase of 83 hotel units and a decrease of 2,000 square feet of commercial retail floor area, all within Development Area 2; and

NOW, THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida, that the Development Order for the Coconut Point DRI is hereby amended by this Tenth Development Order Amendment and Restatement as follows:

I. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. The Coconut Point DRI is a master planned commercial development consisting of 482.4+/- acres located in ~~unincorporated south central Lee County~~ the

Village of Estero at the intersection of US 41 and Coconut Road. The Coconut Point DRI is a mixed use development that will consist of: ~~1,440,110~~ 1,438,110 gross leasable square feet of retail/regional mall (Regional Retail Center), 106,100 gross leasable square feet of retail on other parcels adjacent to the regional mall (Community Commercial Retail), 8,000 gross leasable square feet of Banks, 835,777 square feet of office, of which no more than 234,000 square feet may be medical office, ~~370~~ 453 hotel rooms, 1,214 condominium units, 180 multi-family apartment units, and a 200 unit assisted living facility. The project will include 33.4 acres of conservation areas, 57.1 acres of lakes, 43.2 acres of road rights-of-way and 9.0 acres of green area/open space.

B. Water and wastewater treatment will be provided by Bonita Springs Utilities.

C. The project phasing schedule consists of one phase with build-out in 2038~~2028~~.

~~C~~D. The terms of this Development Order apply to the property located and described in attached Exhibit A.

~~D~~E. The property is zoned Mixed-use Planned Development (MPD). ~~Undeveloped portions of the property are currently in active agricultural use.~~

~~E~~F. The Application for Development Approval (ADA) as originally approved and further amended is consistent with the requirements of §380.06, Florida Statutes~~, and was found sufficient by the Southwest Florida Regional Planning Council (SWFRPC) on January 17, 2001~~.

~~F~~G. The development is not located in an area designated as an Area of Critical State Concern under the provision of §380.05, Florida Statutes.

~~G~~H. The development will not unreasonably interfere with the achievement of the objectives of the adopted State Land Development Plan. The development is consistent with the State Comprehensive Plan if developed in accordance with the conditions set forth herein.

~~H. On July 19, 2016, the Department of Economic Opportunity determined that the Ninth Amendment was not a substantial deviation and did not require the filing of a Notice of Proposed Change.~~

I. The development is located in the ~~Urban Community~~ Transitional Mixed Use, Conservation and Wetlands future land use categories. The project, as proposed and conditioned herein, is consistent with the Village of Estero Comprehensive Plan and the Village of Estero Land Development Code.

~~J. The conditions set forth below meet the criteria found in §380.06(15)(d), Florida Statutes.~~

II. ACTION ON THE REQUEST AND CONDITIONS OF APPROVAL

NOW THEREFORE, be it resolved by the Village Council of the Village of Estero, Florida, in a public meeting duly advertised, constituted and assembled that the Development of Regional Impact Application for Development Approval submitted on behalf of Simon Property Group, L.P., and Oakbrook Properties, Inc., for the project known as the Coconut Point DRI, originally approved October 21, 2002, is hereby further amended subject to the following conditions, restrictions and limitations. For the purpose of this Development Order, the term "Developer" refers to Simon Property Group, L.P., Oakbrook Properties, Inc., and Coconut Point Developers, LLC, and includes all successors or assigns. All references to County Ordinances or other regulations, including amendments thereto up to and including the date at which the Village was incorporated. References to Village Ordinances and regulations include all amendments that may take effect in the future.

A. AFFORDABLE HOUSING

1. *150 Affordable Housing Units ($600,000).*[2]

~~a. The Developer must provide, either directly or through third parties, 150 units (combined total) of affordable housing for very low, low, and moderate-income persons within the identified DRI housing assessment area on or before December 31, 2006.~~

~~b. In the event the Developer does not provide all of the 150 units required above prior to December 31, 2006, t~~ The Developer ~~may satisfy the remaining~~ satisfied the affordable housing obligation by paying ~~$4,000 ($600,000 divided by 150 units) for each unit of the shortfall to the Lee County Affordable Housing Trust Fund~~ $600,000 to Lee County on December 20, 2006, which was accepted by the County in March, 2007.

2. *University Student Housing ($400,000).*[3] In addition to the above, the Developer ~~will~~ subsidized University student housing by giving $400,000 to the Florida Gulf Coast University in October, 2004.~~prior to the issuance of the first development order allowing vertical construction within the DRI (excepting any public uses mandated by this Development Order).~~ These funds must be specifically earmarked for University student housing.

~~3. The changes to the development parameters proposed in the Ninth Amendment do not create impacts to affordable housing warranting further mitigation.~~

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[2] ~~The Developer paid $600,000 to Lee County on December 20, 2006, to satisfy this condition. These funds were accepted by the Board via Blue Sheet 20070290 in March 2007.~~

[3] ~~This requirement was satisfied in October 2004.~~

B. ENERGY

The Developer must incorporate, as a minimum, the following energy conservation features into all site plans and architectural programs or ~~insure~~ ensure that the following features are implemented through deed restrictions or covenants with successors in title. All applications for site plan approvals and building permits must be accompanied by documents detailing proposed compliance with these conditions. If deed restrictions or covenants are utilized to ~~insure~~ ensure compliance, those documents must be approved by the Village Attorney's Office prior to recording.

These features are:

1. A bicycle/pedestrian system connecting all land uses, to be placed along arterial and collector roads within the project and also along Sandy Lane. This system will be consistent with LDC regulations.

2. Bicycle racks or storage facilities in recreational, commercial and multi-family residential areas.

3. Bus stops, shelters and other passenger and system accommodations for a transit system to service the project area.

4. Energy efficient features in window design (e.g., tinting and exterior shading), operable windows, ceiling fans, appliances and equipment.

5. Minimize coverage by asphalt, concrete, rock and similar substances in street, parking lots and other areas to reduce local air temperatures and reflect light and heat.

6. Energy-efficient lighting for streets, parking area, recreation area and other interior and exterior public areas.

7. Water closets with a maximum flush of 1.6 gallons and shower heads and faucets with a maximum flow rate of 2.5 gallons per minute (at 80 pounds of water pressure per square inch).

8. Selecting, planting and maintaining native plants, trees and other vegetation and landscape design features that reduce requirements for water, fertilizer, maintenance and other needs.

9. Planting native shade trees to provide reasonable shade for all recreation areas, street and parking areas. Planting native shade trees for each residential unit.

10. Placing trees to provide needed shade in the warmer months while not overly reducing the benefits of sunlight in the cooler months. Orienting structures,

whenever possible, to reduce solar heat gain by walls and utilize the natural cooling effects of the wind.

11. Including porch and patio areas in residential units.

12. Establishing project architectural review committees that will consider energy conservation measures to assist builders and residents in the efforts to achieve greater energy efficiency in the development.

C. STORMWATER MANAGEMENT

1. The Developer must meet the criteria set forth in Chapter 40E, Florida Administrative Code, and the South Florida Water Management District (SFWMD) ~~Basis of Review~~ Applicant's Handbook Volume 1. ~~The Developer must obtain a modification of SFWMD Permit No. 36-00288-S for the construction and operation of the surface water management system. This~~ Any modification to permits issued by the SFWMD must address any impacts created by the development to wetlands and other surface waters. Halfway Creek is classified as an Outstanding Florida Water (OFW). Any discharge to an OFW requires additional water quality consideration. ~~Prior to the issuance of the permit modification, the SFWMD will evaluate this issue in greater detail.~~

2. The Developer must obtain all necessary approvals from the Florida Department of Transportation for any proposed discharge points and water control structures associated with US 41.

3. At the time of permit modification application, the Developer must provide finalized information regarding the size of proposed project lakes, the location of major water control structures, the correct identification of control structures within pre-treatment areas and verification of adequate dimensions for pre-treatment areas.

4 Best management practices are subject to the Village of Estero review and approval and must be included on all construction plans for development.

5. All internal storm water management lakes and ditches as well as any onsite preserved or enhanced wetland areas, must be set aside as private drainage or conservation easements on the recorded plat. Storm water lakes must include, where practical, adequate maintenance easements around the lakes with access to a paved roadway.

6. During construction activities, the Developer must employ best management practices for erosion and sedimentation control. These practices must be included with, or presented on, all construction plans, and are subject to approval by the appropriate agencies prior to implementation.

7. The final storm water management plan must consider, as applicable, measures to reduce runoff rates and volumes, including, but not limited to, fixed control

structures, perforated pipes, and grass swale conveyances. Swales, rather than closed systems, must be used whenever possible.

~~8~~. Any shoreline banks created along the onsite storm water management system must include littoral zones constructed on slopes consistent with SFWMD and the Village of Estero requirements and be planted in native emergent or submergent aquatic vegetation. The Developer must ensure, by supplemental replanting if necessary, that at least 80% cover by native aquatic vegetation is established/maintained within the littoral zone for the duration of the project.

9. The ~~Developer~~ Operating entity must conduct annual inspections of the Master Stormwater Management System and any preserved/enhanced wetland areas on the project site to ensure that these areas are maintained in keeping with the final approved designs, and that the water management system is capable of accomplishing the level of storm water storage and treatment for which it was intended. The ~~Developer or o~~Operating entity must undertake any cleaning and repair determined to be necessary based upon the annual inspection.

10. The Developer must confirm, to the satisfaction of all applicable federal, state, and local review agencies, and the SFWMD, that the proposed storm water management system will not impact habitats of any state or federally listed plant and/or animal species potentially occurring onsite, or that such impacts will be mitigated to the benefit of onsite populations of those species.

11. The Developer must undertake a regularly scheduled vacuum sweeping of all common streets and parking areas within the development.

12. If the Village of Estero establishes a Village-wide storm water management system, the Developer must participate to the extent the system benefits the development.

13. Ditch and swale slopes must be designed to minimize discharges so that these facilities may provide some additional water quality treatment prior to discharge. Treatment swales must be grassed.

14. The grassed storm water treatment areas must be mowed on a regular basis as part of the normal lawn maintenance of the development. Any debris that may accumulate in project lakes, ditches or swales, or which may interfere with the normal flow of water through discharge structures and under drain systems, must be cleaned from the detention/retention areas on a regular basis. Any erosion to banks must be replaced immediately.

15. Under drain systems and grease baffles~~, if utilized within the Coconut Point DRI,~~ must be inspected and cleaned and/or repaired on a regular basis. In no instance may the period between such inspections exceed eighteen months.

16. Storm water management system maintenance requirements include removal of any mosquito-productive nuisance plant species (e.g., water lettuce, water hyacinth, cattails and primrose willows) from all system nodes, reaches, and percolation basins, as well as from the lake littoral zones employed in the system.

17. When required by the SFWMD permit, any isolated wading bird "pools" constructed in lake littoral zones must be excavated to a depth that provides aquatic habitat for mosquito larvae predators, such as *Gambusia affinis*.

18. The Developer will ~~establish~~ maintain a legal operating entity in accordance with the SFWMD ~~Basis of Review~~ Applicant's Handbook Volume 1 and the applicable Lee County or the Village of Estero Land Development Code to maintain the internal storm water management lakes, ditches and wetlands. Easements, common areas or other legal mechanisms may be utilized to ensure there is sufficient access to the storm water management areas for maintenance purposes.

D. TRANSPORTATION

1. Significant Impacts

a. *Assessment Parameters*

The traffic impact assessment for the Project assumed the following development parameters as a worst-case traffic scenario achievable under the maximum potential development parameters identified ~~in Exhibit C,~~ below.

	Build-out ~~(2028)~~
Multifamily Condominiums (ITE LUC 230) (450 d.u. Town Center, 540 d.u. North Village) 224 d.u. South Village	1,214 d.u.
Multifamily Apartments (ITE LUC 220) (180 d.u. North Village)	180 d.u.
Assisted Living Facility (ITE LUC 252) (200 d.u. South Village)	200 d.u.
Hotel (ITE LUC 310) (250 rooms Town Center, 120 rooms South Village)	370 rooms
Community Retail (ITE LUC 820) (66,100 square feet North Village, 40,000 square feet South Village*)	106,100 sq. ft. (gla)
Regional Retail Center (ITE LUC 820)	1,440,110 sq.ft (gla)

1,440,110 square feet Town Center)

General Office (ITE LUC 710) (481,277 square feet North Village, 90,000 square feet Town Center, 30,500 square feet South Village*)	601,777 sq. ft.
Medical Office (ITE LUC 720) (234,000 square feet South Village*)	234,000 sq. ft.
Bank with drive-thru (8,000 square feet North Village)	8,000 sq. ft.

*Tracts 3A-1, 3A-2, and 3A-3 1 in the South Village (shown on page 3 of Map H attached hereto as Exhibit "B") may be developed with up to 60,000 gross leasable sq. ft. retail, 300,000 sq. ft. office (of which a maximum of 198,000 sq. ft. may be medical office), 160 acute care hospital beds, or any combination of these uses that do not exceed 479 net new external trips.

The above parameters form the basis for the original Project impacts and the mitigation requirements contained ~~herein~~ in the original Development Order approval. The assumed land uses associated with the general parameters ~~are~~ were identified by the Land Use Code (LUC) from the Institute of Transportation Engineers (ITE) Trip Generation Manual, 6th Edition. While approved zoning categories may allow a wider range of uses, from a DRI standpoint the Project impacts are based on the above parameters and assumed uses. ~~If the Developer exercises Mitigation Option 2 and is granted concurrency vesting for all or a portion of the DRI, any significant change in the assumed uses, mix of uses or location of uses on the Master Concept Plan will require a re-evaluation of the DRI transportation impacts. A significant change is one that would increase the external project traffic by 5% or more or that would change the projected distribution and assignment of project traffic so as to result in a net increase in road miles of significantly and adversely impacted roadway links. This condition does not apply if Mitigation Option 1 is selected.~~

The overall traffic at the Project driveway entrances, based on the 2002 development parameters, was estimated to be 5,909 trips, including 4,120 PM net new external peak hour trips. The approval of the Seventh Development Order Amendment increased the overall traffic at the driveway entrances to 6,467 trips, including 4,565 PM net new external peak hour trips. The approval of the Eighth Amendment increased the overall traffic at the driveway entrances to 6,588 trips, including 4,734 PM net new external peak hour. The approval of the Tenth amendment does not alter the number of net new external peak hour trips because of the simultaneous increase and decrease in the development parameters.

b. *Build-out Impacts*

The original assessment on an existing-plus-committed network assuming the advancement of certain projects indicate~~s~~d that the significantly impacted roadways and intersections described below ~~will~~ would be operating below acceptable levels of service at the end of the original ~~2006~~ Build-out:

Roadway Improvements Needed

Roadways	Needed Improvement
I-75	
– Corkscrew Road to Daniels Parkway	Widen to 6 lanes
Three Oaks Parkway	
- Williams Road to Corkscrew Road	Widen to 6 lanes
US 41	
– Koreshan Boulevard to San Carlos Boulevard	Widen to 6 lanes
- Bonita Beach Road to Coconut Road	Widen to 6 lanes
Old US 41	
- Rosemary Drive to US 41	Widen to 4 lanes
Intersection Improvements Needed	
Bonita Beach Road @ Old 41(1)	Add 2nd SB left turn lane
Coconut Road @ Driveway 9/ Regional Retail Center(2)	Add WB right turn lane Add SB right turn lane Add SB left turn lane Add dual EB left turn lane Signalization(3)
Coconut Road @ Sandy Lane(2)	Add WB left turn lane Add WB right turn lane Add NB right turn lane Add NB left turn lane Add SB left turn lane Add SB right turn lane Add EB left turn lane Add EB right turn lane Signalization(3)

Corkscrew Road @ Ben Hill Griffin Parkway[1]	Add 2nd EB left turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane
Corkscrew Road @ River Ranch Road[1]	Signal retiming
Corkscrew Road @ Three Oaks Parkway	Add 2nd WB left turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane
I-75 @ Corkscrew Road[1]	Add 2nd EB left turn lane[4] Add 2nd WB left turn lane[4] Add 2nd NB left turn lane Add 2nd SB left turn lane
Old 41 @ Dean Street[1]	Signalization[3]
Old 41 @ Pennsylvania Avenue[1]	Signal retiming
Old 41 @ West Terry Street[1]	Add 2nd NB thru lane Add 2nd SB thru lane
Three Oaks Parkway @ Koreshan Boulevard[1]	Signalization[3]
Three Oaks Parkway @ Williams Road[1]	Signalization[3]
Three Oaks Parkway @ Coconut Road[1]	Signalization[3]
US 41 @ Immokalee Road[1]	Signal retiming
US 41 @ Old 41[1] (Collier County)	Signal retiming
US 41 @ Bonita Beach Road	Signal retiming
US 41 @ West Terry Street	Signal retiming
US 41 @ Old 41/Pelican Landing Parkway	Add 2nd WB right turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane Add 2nd EB left turn lane
US 41 @ Pelican Colony Boulevard	Add dual WB left turn lane[2] Add WB right turn lane[2] Add NB right turn lane[2]

	Add 2nd NB left turn lane Add dual SB left turn lane(2) Add 2nd EB left turn lane Add EB right turn lane
US 41 @ Coconut Road	Add 2nd WB left turn lane Add 2nd NB right turn lane Add 2nd NB left turn lane Add 2nd SB left turn lane Add 2nd EB left turn lane Add EB right turn lane
US 41 @ Driveway 6/Regional Retail Center(1)	Add NB right turn lane(2) Add SB left turn lane(2)(3) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 5/Internal East-west Road(1)	Add NB right turn lane(2) Add dual SB left turn lane(2) Add dual WB left turn lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 4/Pelican Point Boulevard(1)	Add NB right turn lane(2) Add SB Left turn lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 3/Fountain Lakes Boulevard(1)	Add NB right turn lane(2) Add SB left turn lane(2) Add dual WB left turn lane(2) Add WB thru lane(2) Add WB right turn lane(2) Signalization(2)(3)
US 41 @ Driveway 2/Estero Greens(1)	Add NB right turn lane(2) Add dual SB left turn lane(2) Add dual WB left turn lane(2) Add WB thru lane(2) Add WB right turn lane(2) Add EB right turn lane(2) Signalization(2)(3)

US 41 @ Driveway 1/Community Commercial(1)	Add NB right turn lane(2) Add SB left turn lane(2) Add WB right turn lane(2)
US 41 @ Williams Road(1)	Add 2nd SB left turn lane Add 2nd WB left turn lane
US 41 @ Corkscrew Road(1)	Add 2nd WB left turn lane
US 41 @ Broadway(1)	Signal retiming
US 41 @ Koreshan Boulevard	Signalization(3)
US 41 @ Sanibel Boulevard(1)	Signal retiming
US 41 @ Metro Parkway(1)	Add 2nd NB right turn lane
US 41 @ Alico Road(1)	Signal retiming
US 41 @ Island Park Road(1)	Signal retiming
US 41 @ Ben Pratt/Six Mile Cypress Parkway(1)	Add EB thru lane Add WB thru lane
Williams Road @ Driveway 1/Comm Commercial(1)	Signalization(3)
Williams Road @ River Ranch Road(1)	Signalization(3)
Williams Road @ Sandy Lane(2)	Signalization(3) Add WB left turn lane Add NB right turn lane Add NB left turn lane Add EB right turn lane
Williams Road @ Three Oaks Parkway	Signalization(3)

(1) *This intersection is not included in a significantly and adversely impacted roadway segment.*
(2) *This intersection is considered a site-related improvement.*
(3) *Signalization only if warranted and subject to approval by the maintaining agency.*
(4) *Dual EB and WB left turn lanes should be provided if they can be constructed without requiring reconstruction of the I-75 overpass bridge structure.*

The intersection improvements include at grade geometric improvements, such as turn lanes and signalization when warranted. Intersection improvements are accounted for in the overall proportionate share calculation. Site-related needs at the Project entrances are not addressed in the proportionate share calculation and must be addressed by the Developer at the time of local development order approval.

2. **Mitigation**

a. *Build-out Proportionate Share*

The build-out proportionate share ~~is~~ originally was $14,600,000 in year 2002 dollars. This figure represents the Developer's share of necessary roadway and intersection improvements based on the development parameters set forth in Section II.D.1.a. The estimated roads impact fees based on the schedule effective July 1, 2000, ~~is~~ was $10,196,250, which is lower than the proportionate share estimate.

As noted in Condition D.3, the Developer ~~must~~ was required to pay $170,000 as mitigation for the project's Comprehensive Plan impacts to the 2020 level of service on US 41 from Koreshan Boulevard to Alico Road. Therefore, the total proportionate share obligation deemed sufficient to mitigate both the build-out DRI-related transportation impacts on the non-site related roads and intersections set forth in Paragraph D.1.b and the project's Comprehensive Plan impacts ~~is~~ was $14,770,000. ~~However, if the reanalysis described in section D.2.d.1 demonstrates that additional funds are necessary to mitigate the project's transportation impacts, then the Developer will be required to pay the higher mitigation amount.~~

No independent fee calculation ~~will be~~ was permitted for the project, or a subpart thereof, absent a Notice of Proposed Change.

b. Traffic Mitigation. The Developer ~~must choose~~ was provided a choice of one of the two mitigation options ~~identified below~~ to satisfy the proportionate share obligation. The Developer chose Traffic Mitigation Option 2 as described in (1) below and provided the entire traffic mitigation up front to Lee County which provided for concurrency vesting.

~~(1) Traffic Mitigation Option 1~~

~~(a) Payment~~

~~All development within the project must pay roads impact fees in effect at the time of building permit issuance. In addition to roads impact fees, and prior to the issuance of the first~~

~~building permit for vertical construction of any portion of the Regional Retail Center, the Developer must make a lump sum cash payment of $4,573,750 in year 2002 dollars. This lump sum cash payment is intended to mitigate the transportation impacts associated with the Regional Retail Center and satisfy the proportionate share obligation that is due over and above road impact fees.~~

~~In accordance with local policies and regulations, the Developer may be entitled to roads impact fee credits for road improvements constructed within the area surrounding the project.~~

~~(b) Concurrency~~

~~All development within the project will be subject to the Village of Estero Concurrency Management System at the time it obtains a local development order~~

~~(2) Traffic Mitigation Option 2~~[4]

(~~a~~1) Payment

The Developer may vest, for concurrency purposes, up to 400,000 square feet of retail uses and all of the non-retail uses by making an up-front payment of $6,270,000 in 2002 dollars on or before December 31, 2003, or the issuance of the first building permit for the site, whichever comes first (excepting any public uses mandated by this Development Order). The remaining portion of the project will be entitled to concurrency vesting upon the payment of $8,500,000 in 2002 dollars on or before December 31, 2004, or the issuance of the first building permit for the retail uses of the project over 400,000 square feet, whichever comes first. The value of creditable pipelined improvements identified in the Development Agreement may be subtracted from the second payment only.

Concurrency certificates issued pursuant to this option ~~will be~~ were effective until December 31, 2019 ~~[7]~~, or for three (3) years

~~[4] The Developer chose Option 2 and made the two installment payments in a timely manner.~~

~~[7] In Lee County concurrency is reviewed at the time of local development order approval, which is independent of the DRI review process. However, the Developer submitted a traffic analysis for a new build out scenario resulting from HB 7207 demonstrating that the DRI project will not significantly or adversely impact any of the relevant road segments. Based upon this analysis, concurrency vesting rights were extended to December 31, 2017. Analysis during the May 10, 2013 NOPC resulted in an extension of~~

from the date a local development order is issued, whichever is later. Concurrency vesting rights were extended by Lee County to December 31, 2017. Analysis during the May 10, 2013 NOPC resulted in an extension of concurrency vesting until December 31, 2019. Concurrency vesting was subsequently extended to December 31, 2024 as a result of analyses performed for the seventh and eighth amendments to the DRI.

(~~b~~2) Development Agreement

~~Exercise of traffic mitigation option 2 requires~~ Lee County required execution of a Local Government Development Agreement ~~executed~~ for Mitigation Option 2 pursuant to §163.3220, Florida Statutes, and Chapter 2, Article III of the Lee County Land Development Code. ~~The Developer must submit a draft Development Agreement to Lee County within 6 months of the adoption of the original DRI Development Order or prior to submittal of any local development order application for the Regional Retail Center or the Community Commercial Retail. The Development Agreement must be executed prior to issuance of a local development order allowing vertical construction anywhere on the site, excepting public uses mandated by this Development Order. The agreement must specify the payment schedule for the total proportionate share obligation in accordance with subparagraph (2)(a) above.~~ An agreement was entered into with Lee County pursuant to this provision prior to incorporation of the Village of Estero. As of November 2004, all requirements of the Interlocal Agreement were fulfilled and the Agreement is considered terminated by its own terms.

~~c.~~ (3) Application of Payments

(~~1~~a) Cash.

The County ~~will~~ committed originally to apply all impact fees and cash payments made by the DRI toward the non-site related improvements identified in Section D.1.b. In the alternative, the County ~~will~~ agreed to apply the fees toward improvements that relieve those roadways, provided those improvements were deemed necessary to maintain the County's adopted level of service standards. If the

~~concurrency vesting until December 31, 2019. Concurrency vesting was subsequently extended to December 31, 2024, as a result of analyses performed for the seventh and eighth amendments to the DRI.~~

improvements identified in Section D.1.b ~~are~~ were ultimately funded through other sources, in whole or in part, or deemed unnecessary to maintain the adopted level of service standards, Lee County agreed that it may apply the impact fees and cash payments paid by the DRI to other improvements consistent with the requirements of Lee County LDC Chapter 2. Potential applications of the cash payment ~~will~~ could also be specified in the Development Agreement. The funds were paid, and improvements made prior to incorporation of the Village of Estero.~~[8]~~

(~~2~~b) Pipelined Improvements.~~[9]~~

The Developer was permitted to ~~may~~ propose in the Development Agreement to provide a specific roadway improvement or improvements in lieu of the second cash payment to the County of $8,500,000 in 2002 dollars, which is referenced in Section D.2.b.(2)(a). The proposed pipeline improvements were ~~are~~ subject to County approval. ~~In addition to the improvements listed in Section D.1.b, potential improvements for pipelining consideration include (but are not limited to):~~

~~(a) Sandy Lane 2-lane Extension, from the south property line to the north property line (Williams Road) and from Williams Road to Corkscrew Road. Consistent with the County's long-range plan for Sandy Lane as a 2-lane collector and the County's standards for collector roads, no more than 100 feet of right-of-way and 2 lanes of construction will be eligible for credits against the proportionate share obligation. The reasonable cost of providing the railroad crossing between Williams Road and Corkscrew Road will be eligible for~~

~~[8] An Interlocal Agreement addressing the traffic impacts to the City of Bonita Springs precipitated by approval of the Coconut Point DRI was approved by the Board of County Commissioners on March 23, 2003. The Agreement required the County to: (1) conduct the Sandy Lane Alignment Study; (2) transfer $2.184 million to the City for the DRI impacts to Old U.S. 41 between Rosemary Drive and the intersection of Old U.S. 41 with U.S. 41 and Pelican Colony Boulevard; (3) transfer $138,000 for specified intersection improvements; and, (4) set the alignment of Sandy Lane between Pelican Landing Boulevard and the southern DRI boundary. As of November 2004, all requirements of the Interlocal Agreement have been fulfilled and the Interlocal is considered terminated by its own terms.~~

~~[9] The developer chose to pipeline improvements by constructing Sandy Lane Extension (now known as via Coconut Point) from Pelican Colony Boulevard to Corkscrew Road. Lee County accepted that portion of Sandy Lane Extension from Pelican Colony Boulevard to Williams Road for maintenance on January 16, 2007; and, the portion of Sandy Lane Extension from Williams Road to Corkscrew Road was accepted for maintenance on August 5, 2008.~~

~~credits against the project's proportionate share obligation. If the Developer chooses to build more than 2 lanes, it will be at the Developer's sole expense.~~

~~(b) Interim improvements not requiring right-of-way at the Corkscrew Road/I-75 interchange (subject to FDOT approval).~~

~~The estimated costs of any improvements made by the Developer (including design, right-of-way acquisition, drainage, permitting, water retention, construction, and the like) must be documented and submitted to the County for review and approval. The County reserves the right to obtain its own estimates for comparison purposes. Credit against the proportionate share obligation will be based on the final actual costs of the agreed upon improvements. Any right-of-way granted to the County will be valued as of the day prior to the DRI and zoning approval and subject to the compliance with applicable LDC provisions. Credit for the construction costs will be subject to the provisions of the County Land Development Code and standard practice related to project timing. The improvements must be built to applicable County or State standards and accepted for maintenance in accordance with the requirements of the responsible jurisdiction.~~

The Developer chose to pipeline improvements by constructing Sandy Lane Extension (now known as Via Coconut Point) from Pelican Colony Boulevard to Corkscrew Road. Lee County accepted that portion of Sandy Lane Extension from Pelican Colony Boulevard to Williams Road for maintenance on January 16, 2007; and the portion of Sandy Lane Extension from Williams Road to Corkscrew Road was accepted for maintenance on August 5, 2008. The Village after its incorporation then accepted this portion for maintenance.

(4)~~d~~. *Build-out Extension*

~~(1) Requirement for Reanalysis~~

The original DRI Development Order approval indicated that extension of the build-out date beyond 2007 may alter the project's impact to the area road network. Under the Second DRI Development Order amendment, the Developer was obligated to file a complete traffic re-analysis in order to achieve an extension of the build-out date beyond December

2007. The DRI rules were amended and other legislation was adopted, and the Developer applied for legislative and State of Emergency time extensions which were granted. The current build-out date is ~~September 4~~, December 7, 2038. ~~However, a three-year statutory extension of the build-out date was granted by 2007 legislation; and a two-year statutory extension of the build-out date was granted by 2009 legislation.~~

~~As a result of Florida HB 7207, Executive Order Numbers 11-128 (extended by 11-172 and 11-202), 12-140 (extended by 12-192 and 12-217) and 12-199, and §252.363, the DRI build-out date was automatically extended to April 7, 2019. However, concurrency vesting was not automatically extended. The traffic analysis submitted by the Developer demonstrated that the DRI project will not significantly or adversely impact any of the relevant road segments up to December 31, 2017. A subsequent analysis included in the May 10, 2013, NOPC resulted in an extension of concurrency vesting until December 31, 2019. Analyses performed for subsequent seventh and eighth amendments to the DRI resulted in an extension of concurrency vesting to December 31, 2024.~~

~~The assessment must include, but is not limited to, identification of the adjusted phasing, the level of development anticipated for the revised phasing, estimated traffic impacts, needed improvements, and the project's proportionate share of those improvements.~~

~~The assessment must include a cumulative analysis of the project's traffic impacts. The assessment must also identify mitigation for significantly and adversely impacted road segments by cumulative project traffic at the extended build-out year in accordance with the Transportation Uniform Standard Rule in the Florida Administrative Code. Prior to conducting a reassessment analysis, the Developer must attend a transportation methodology meeting with the Village of Estero, and other review agencies as necessary, to establish the appropriate methodology.~~

~~The traffic assessment will be prepared by the Developer following generally acceptable transportation planning procedures consistent with the standards in effect at the time of reanalysis. Payment of additional mitigation, if any, resulting from the traffic assessment must be specified in an~~

~~amended development order. The development order must be amended via a Notice of Proposed Change to reflect the revised phasing and additional mitigation.~~

~~The Village of Estero will provide credit against the recalculated proportionate share for all mitigation paid through the date of the new traffic assessment. Proportionate share payments previously made by the Developer will be adjusted to then current year dollars. This will be accomplished by increasing the principal amount paid by an amount equal to the increase as determined in the State Highway Bid Index for the State of Florida, published in the Engineering News Record, using an average of the last four quarterly factors. This increase will be expressed as a percentage and will be measured from the index published for the fourth quarter of 2001 to the index published in the then latest available edition.~~

~~Under no circumstances will reimbursement be granted for any portion of a payment made in exchange for concurrency vesting, regardless of the outcome of a reanalysis.~~

~~(2) Alternative for Reanalysis~~

~~(a) *Extension of Build-out.*[12]~~

~~If all or a part of the Regional Retail Center has received building permits prior to December 31, 2006, the Developer may choose to pay the traffic mitigation for some or all of the balance of the development through build-out in a lump sum at the time the extension application is approved. Full payment of the~~

~~[12] The developer paid the lump sums required to exercise Mitigation Option 2 in December 2004 and December 2005. The second DRI Development Order Amendment adopted August 1, 2006 served to extend the build out date to December 31, 2007. In accord with the terms of the original DRI Development Order approval, the one year extension to 2007 was the maximum extension that could be approved without a complete traffic reanalysis. Adoption of HB7203 resulted in a three year statutory extension of the DRI build out date to December 31, 2010. The Developer submitted an abridged traffic analysis demonstrating that the concurrent status of the project could also be extended to December 31, 2010 because no additional roadways would be significantly or adversely impacted by the statutory extension of the build out date.~~

~~A second statutory extension of the build out date was granted to 2012 under SB 360 as adopted June 1, 2009. This second extension was not based upon additional traffic analysis due to the Board adoption of Resolution 09-06-22. Therefore, impacts from 2010 forward must be addressed in a subsequent extension of the build out beyond 2012.~~

~~A third statutory extension of the build out date was granted under HB 7207 and Executive Orders 11-128 and 12-140. With this third extension the Developer submitted a traffic analysis for a new build out scenario demonstrating that the DRI project will not significantly or adversely impact any of the relevant road segments. Based upon this analysis, concurrency vesting was extended to December 31, 2017.~~

~~Concurrency vesting was subsequently extended to December 31, 2024 pursuant to subsequent seventh and eighth amendments.~~

~~required mitigation pursuant to Mitigation Option 2 constitutes an election under this section. This section is not intended to supersede the standard submittal requirements for a typical Notice of Proposed Change under state law.~~

~~(b) *NOPC filed to extend build-out beyond 2012.*~~

~~If the entirety of the Coconut Point DRI is not built out by September 4, 2028, the NOPC requesting a build-out date extension must be accompanied by a complete cumulative traffic reanalysis, as contemplated by the June 15, 2005, RPC recommendation. The traffic impact analysis must date back to 2010 and address all relevant impacts moving forward from December 31, 2010.~~

3. **Comprehensive Plan Mitigation**

An amendment to the Future Land Use Map, to change 435 acres from "Rural" to "Urban Community" was necessary to accommodate the original approval of this DRI. To support the Map amendment, an analysis different from the DRI Transportation Analysis was necessary. This Comprehensive Plan analysis required review of the effects of the proposed DRI project in the year 2020 on the planned, financially feasible roadway network. The result of this analysis indicated that four road segments, beyond those planned for improvement as part of the 2020 financially feasible roadways network plan, ~~will~~ were projected to fail with the addition of the Coconut Point (aka Simon Suncoast) project. ~~The failure for three of the identified segments will likely be addressed through other means, but t~~The segment of US 41 from Koreshan Boulevard to Alico Road ~~is~~ was projected to fail even after the six-lane improvement identified in paragraph D.1.b.

~~The comprehensive plan amendment transmittal package approved by the Board of County Commissioners on December 13, 2001, indicated that appropriate traffic impact mitigation must be provided at the time of rezoning or DRI development approval.~~

~~The costs for needed improvements beyond those planned in the 2020 Financially Feasible Plan are solely the responsibility of the Developer, and are treated much as a proportionate share obligation. In this case, t~~The Developer ~~has~~ estimated that the provision of dual left turn lanes at a number of key intersections along the impacted segment of US 41 will improve the capacity enough to allow satisfactory operation. The Developer estimated that the cost of providing these turn lanes would be roughly $692,000, not including the costs of maintenance of traffic, mobilization and permitting. The Developer's proportionate share of the cost of the turn lanes ~~is~~ was $170,000. This figure ~~has been~~ was added to the project's DRI proportionate share, ~~as noted above~~ and was paid by the Developer.

4. **Access and Site Related Improvements**

In addition to the proportionate share obligation set forth above, the Developer ~~is~~ was responsible for its share of the following site-related roadway and intersection improvements: all internal roadways, all intersection improvements, including signalization, turn lanes, deceleration lanes, and other improvements deemed necessary by the County Engineer and consistent with the Village of Estero Land Development Code for the Project's access points onto U.S. 41, Coconut Road, and Williams Road. The improvements include the installation of a signal coordination system on US 41 from Pelican Colony Boulevard to Williams Road. During the local development order review process, site-related improvements must be evaluated based on weekday, PM peak hour conditions. Saturday mid-day conditions must be considered in the design of turn lanes due to the retail component of the DRI. Site-related improvements are not eligible for credit against impact fees and may not be used to offset the proportionate share obligation. Project accesses onto US 41 are subject to obtaining a connection permit from FDOT.

5. **Committed Improvements**~~[13] [14]~~

The following improvements were required of the Developer and have been fulfilled.

Roadway Improvements

Roadways	Start Year	Improvement
Alico Road		
– US 41 to Seminole Gulf Railway	02	4 Lanes
– Seminole Gulf Railway to I-75 West Ramps	02	6 Lanes
Ben Hill Griffin Parkway/Treeline Avenue		
– Alico Road to Daniels Parkway	02	4 Lane Ext.
Bonita Beach Road		
- Imperial Street to I-75	03	6 Lanes

~~[13] As of the date the Third DRI DO was adopted, many of the improvements identified as committed are complete. The completed improvements include Alico Road, Ben Hill Griffin/Treeline, Bonita Beach Road, Livingston/Imperial, Three Oaks from Coconut Road to Corkscrew Road, US 41 and Williams Road. Three Oaks from Corkscrew Road to Alico Road is currently under construction. Construction of Three Oaks Parkway from Alico to Daniels Parkway is delayed; and the Metro Parkway project is currently not funded.~~

~~[14] As of the date the Fifth DRI DO was adopted the following improvements were under construction: Metro Parkway Extension and the widening of a portion of I-75 to six lanes; and the segment of Three Oaks from Alico to Corkscrew is complete.~~

Livingston/Imperial Connection – Immokalee Road to Bonita Beach Road	U/C	2 Lane Ext.
Metro Parkway – U.S. 41/Alico Road to Ben Pratt/Six Mile Cypress Pkwy (including interchange)	04	6 Lane Ext.
Three Oaks Parkway – S. of Coconut Road to Williams Road	U/C	4 Lane Ext.
– Williams Road to Corkscrew Road	U/C	4 Lane Ext.
– Corkscrew Road to Alico Road	03	4 Lanes
– Alico Road to Daniels Parkway	03	4 Lane Ext.
US 41 – Old 41 (Collier County) to N. of Bonita Beach Road	03	6 Lanes
- San Carlos Boulevard to Alico Road	U/C	6 Lanes
Williams Road – River Ranch Road to Three Oaks Parkway	02	2 Lane Ext.

~~The Regional Retail Center has the potential to create a temporary burden on the transportation network. The following Staging Schedule is an effort to minimize the temporary transportation burden while providing the Developer with the ability to obtain building permits for vertical construction of retail uses. Issuance of any building permit for vertical construction will require prior compliance with the mitigation options set forth in condition D.2. The "Maximum Square Footage" column identifies the maximum gross retail square footage for which building permits allowing vertical construction may be issued prior to the corresponding date, unless the improvements identified "to Avoid Interim Level of Service Problem" are under construction on or before the identified date. If all required interim improvements are completed or under construction on or before the identified date, then building permits for the maximum amount of retail square footage as identified in conjunction with the corresponding date may be issued.~~

~~Date~~	~~Maximum Square Footage~~	~~Needed Improvements to Avoid Interim Level of Service Problem~~	
		~~Route~~	~~Limit~~
~~Adoption of DRI DO AND~~	~~400,000~~	~~Not Applicable~~	~~Not Applicable~~

~~Compliance with Cond. D.2~~

~~July 1, 2004~~	~~800,000~~	~~U. S. 41 - 6 Lane~~	~~Collier County line to Bonita Beach Road~~
~~July 1, 2005~~	~~1,200,000~~	~~Three Oaks Ext. 4L~~	~~Terry St. to Coconut Rd.~~
		~~OR~~	
		~~Livingston Rd./ Imperial St. 4 Lane~~	~~Immokalee Rd. to E. Terry St.~~
~~July 1, 2006~~	~~1,800,000~~	~~US 41 6Lane~~	~~Corkscrew Rd. to San Carlos~~
		~~AND~~	
		~~Three Oaks Ext. 4 Lane~~	~~Terry St. to Coconut Rd.~~
		~~AND~~	
		~~Old 41 - 4 lane~~	~~Rosemary dr. to US 41~~
		~~AND~~	
		~~Metro Pkwy. Ext. 6 Lane~~	~~Alico Rd. to ben C Pratt/ Six Mile Cypress Pkwy~~
		~~AND~~	
		~~Three Oaks Ext 4 Lane~~	~~Alico Rd. to Daniels Pkwy~~
		~~or~~	
		~~Treeline Ext. 4L~~	~~Alico Rd. to Daniels Pkwy.~~

~~6. **Annual Transportation Monitoring Program**~~

~~a. *Design of Monitoring Program*~~

~~The transportation monitoring program will be designed in cooperation with the Village of Estero, Lee County Department of Transportation, the Florida Department of Transportation (FDOT), the Southwest Florida Regional Planning Council (SWFRPC), and the Florida Department of Community Affairs (FDCA) prior to submittal of the first report. The methodology of the annual transportation monitoring report may be revised if agreed upon by all parties.~~

~~b. *Submittal of Monitoring Report*~~

~~The Developer must submit an annual transportation monitoring report to the following entities for review and approval: Village of Estero, Lee County Department of Transportation, FDOT, FDCA, and SWFRPC. The first monitoring report will be submitted one year after the effective date of the DRI Development Order.[15] The Developer must provide written notice to the above review agencies if the Developer concludes that a traffic monitoring report is not required because no traffic impacts have been created. Once the transportation monitoring report has been submitted, a report must be submitted annually thereafter until Project build-out, whether actual or declared.~~

~~c. *Minimum Requirements for Report Contents*~~

~~The monitoring report will measure the Project's actual external roadway impacts and the level of service conditions on the impacted roads and intersections, and determine the timing for needed improvements. The traffic monitoring report must also contain the following information:~~

~~(1) P.M. peak Signalization(2)(3) hour traffic counts with turning movements at the Project's access points onto U.S. 41, Coconut Road, Williams Road, Pelican Colony Boulevard and Sandy Lane, and on the external road segments and intersections identified in Paragraph D.1.b. (Traffic counts/volumes may be obtained from original traffic counts, public agency reports, other monitoring reports, and other available data.)~~

~~(2) A comparison of field measured external Project traffic volumes to the 5,909 total P.M. Peak hour external (including 757 pass-by and 1,032 inter-zonal trip ends) project trip generation from all driveways onto U.S. 41, Coconut Road, Williams Road, Pelican Colony Boulevard and Sandy Lane assumed in the DRI analysis. If an interconnection is provided to The Brooks parcel at the southeast corner of U.S. 41 and Coconut Road, a methodology must be developed to identify pass-through trips generated by The Brooks parcel.~~

~~(3) Estimated existing levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.b. above.~~

~~(4) Estimated future levels of service and needed improvements for the roads and intersections specified in Paragraph D.1.b. above, based on a one-year projection of future volumes. A summary of the status of road improvements assumed to be~~

~~[15] The first monitoring report was submitted in January 2004.[16] The statutory two-year extension granted under SB 360 did not serve to suspend the Developer's obligation to address impacts identified under this subsection in the event the monitoring report indicates a substantial deviation has occurred.~~

~~committed by Village of Estero, City of Bonita Springs, Collier County, Lee County and FDOT.~~

~~d. *Implications*[16]~~

~~(1) If the transportation monitoring report reveals that the Project trip generation exceeds the original assumptions contained herein, then the statutory provisions regarding substantial deviations will govern.~~

~~(2) Changes to development parameters or build-out may require the Developer to rebut the statutory presumption of substantial deviation. In some instances, the evidence necessary to rebut the presumption may involve a comparison of Project trip distribution and assignment.~~

~~7~~6. **Pedestrian/Bicycle and Transit Facilities**

The Developer will provide for pedestrian and bicycle facilities and bus stop locations in accordance with the map attached as Exhibit ~~F~~D.

E. VEGETATION AND WILDLIFE/WETLANDS

1. Impacts to the habitat value of the site (i.e. habitat utilized by dispersing juveniles and possible habitat available to adults occupying the Corkscrew area) ~~must be~~ have been considered during the permitting review process with the SFWMD and the Department of Army Corps of Engineers (ACOE). ~~This impact must be assessed in terms of the type and function of the forested habitat on site, and the site's contribution as a connection between preserve lands to support wide-ranging and wetland dependent species.~~ The Developer ~~will~~ has coordinated with the U.S. Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FFWCC) to address the impacts the proposed project may have on habitat utilized by wide-ranging listed species including the Florida Panther and Florida Black Bear.

2. The lake designs ~~must~~ have included draw down pool features in littoral shelf slopes to favor use by woodstork and other wading birds.

3. The Developer ~~must~~ has followed the Standard U.S. Fish and Wildlife Service Protection Measures for the Eastern Indigo Snake; and an Eastern Indigo Snake

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~~[16] The statutory two-year extension granted under SB 360 did not serve to suspend the Developer's obligation to address impacts identified under this subsection in the event the monitoring report indicates a substantial deviation has occurred.~~

~~[17] The requirement to provide property to the Estero Fire Rescue District was satisfied by the recording of a deed at OR Book 4097 Page 0672, dated July 31, 2003.~~

Protection Plan ~~to be~~ has been submitted for review and approval by the FFWCC as a condition of local development order approval.

4. The Developer ~~must~~ has provided an on-site preserve management plan for review and approval by the FFWCC as a condition of local development order approval.

5. The 482± acre site originally consisted of 36.23± acres of SFWMD jurisdictional wetlands. The Developer ~~is committed to~~ has conserved~~ing~~ 22.15 acres of jurisdictional wetlands and 4.81 acres of jurisdictional surface waters. An estimated 9.27 acres of jurisdictional wetlands are proposed to be impacted with an additional 14.56 acres of non-jurisdictional surface waters to be filled (borrow lakes). 3.76 acres of the proposed wetland impacts have been previously permitted by the SFWMD and the Army Corp of Engineers (ACOE) under the Sweetwater MPD/Brooks project (e.g., eradication of exotic vegetation and wetland hydro-period enhancement).

6. Prior to impacting the additional 5.51 acres of jurisdictional wetlands, the Developer ~~must~~ has modified~~y~~ existing SFWMD and ACOE permits and provided additional mitigation.

7. Wetlands and surface water remaining on the project site must be protected during construction through the implementation of temporary erosion and sedimentation control procedures.

8. Littoral plantings will be incorporated into the final design of the proposed stormwater management ponds. Plantings of desirable wetland herbaceous plants, to include species such as pickerelweed, maiden cane, and blue flag iris, cypress and black gum.

9. The existing flow-way is part of the Halfway Creek Watershed and headwaters. The 32.7 acre flow-way ~~must be~~ has been preserved and enhanced. An enhancement plan ~~must be~~ has been submitted as part of the local development order approval process. This plan ~~must~~ included a restoration planting plan for the 8.49± acres melaleuca dominated slash pine-cypress mixed wetland forest and the 6.84± acre area located in the southeast branch of the flow-way that was previously cleared/disturbed. The restoration planting plan, which is outside of the mitigation requirements under the existing permits, can be utilized as compensatory mitigation for additional wetland impacts during subsequent permitting review processes with the state and federal regulatory agencies.

F. HURRICANE PREPAREDNESS

1. ~~The Developer has stated an intention to utilize various community buildings, which are to be built in several locations throughout the development, as onsite emergency shelters for the project's residents. Based on the estimate of needed shelter space prepared by the staff of the Southwest Florida Regional Planning Council, the total shelter space provided by the Developer within Coconut Point DRI will be 10,480 square feet.~~

~~2. Construction of the buildings to serve, as onsite shelters must be started no later than the issuance of the 100th residential unit certificate of occupancy within each separate community in the overall development. All buildings to be utilized, as shelters must meet the following criteria:~~

~~a. elevated above the Category 3 storm surge level;~~

~~b. constructed in accordance with the requirements in Rule 9J-2.0257(6)(e), FAC, to withstand winds of at least one hundred twenty (120) miles per hour;~~

~~c. all windows in the building are shuttered;~~

~~d. equipped with an emergency power generator with adequate capacity to handle the following:~~

~~(1) ventilation fans;~~

~~(2) emergency lighting;~~

~~(3) life safety equipment (i.e., intercom, fire and smoke alarms); and~~

~~(4) refrigeration and cooking equipment.~~

~~e. have an auxiliary potable water supply.~~

~~3. As an alternative to providing all or part of the shelter space in on-site buildings, the Developer may limit the onsite shelter demand of the project by elevating all or portion of the residential units above 15.9 to 16.8 feet NGVD, if the units are located in these elevation ranges, which is the maximum predicted Category 3 storm surge flooding level. The amount of shelter space to be constructed or shelter impact fees to be paid will be determined by the Lee County Office of Emergency Management.~~

~~4.~~ All deeds to property located within the Coconut Point DRI must include or be accompanied by a disclosure statement in the form of a covenant stating the property is located in a hurricane vulnerability zone and that the hurricane evacuation clearance

time for Lee County or the Southwest Florida Region is high and hurricane shelter spaces are limited.

~~5. The Developer is also proposing to develop 370 hotel or motel rooms, within the Coconut Point DRI. Prior to issuance of a local development order for the hotel/motel, the hotel/motel Developer must contact Lee County Emergency Management with respect to establishing written hurricane preparation and evacuation/sheltering procedures. These procedures must be reduced to a written plan, prepared by the hotel/motel Developer, and approved by Lee County Emergency Management prior to occupancy of the hotel/motel.~~

~~6~~2. Mitigation for hurricane evacuation route impacts ~~will be accomplished through implementation of one of the following provisions. The mitigation option to be used must be identified~~ were provided by the Developer as part of the original local development order process.

~~a. Establish and maintain a public information program within the proposed homeowners associations for the purpose of educating the development's residents regarding the potential hurricane threat; the need for timely evacuation in the event of an impending hurricane; the availability and location of hurricane shelters (specifically including the onsite shelters); and the identification of steps to minimize property damage and protect human life.~~

~~In order to use the above mitigation option, the Developer must provide a continuing hurricane awareness program and a hurricane evacuation plan. The hurricane evacuation plan must address and include, at a minimum, the following items: operational procedures for the warning and notification of all residents and visitors prior to and during a hurricane watch and warning period; a public awareness program that addresses vulnerability, hurricane evacuation, hurricane shelter alternatives including hotels, the locations of both the onsite hurricane shelters and onsite or offsite public shelters, and other protective actions that may be specific to the development; identification of who is responsible for implementing the plan; and other items as deemed appropriate. The plan must be developed in coordination with local emergency management officials. In order to use this mitigation option, the final plan must be found sufficient by the reviewing agencies and must address the recommendations provided by the reviewing agencies; or~~

~~b. Alternatively, the Developer must commit to providing roadway capacity improvements above and beyond those improvements required by Rule 9J-2.0255, FAC; or~~

~~c~~3. The Developer must commit to providing funds to be used for the purpose of procuring communications equipment, which would upgrade the existing

warning and notification capability of local emergency management officials. In order to use this mitigation option, the Developer must provide reasonable assurance to local emergency management officials regarding the provision's ability to reduce the development's hurricane evacuation impacts. The amount of the funding will be determined and approved by the local emergency management officials. Hurricane impacts and the required mitigation will be evaluated during the review of the local development order. The evaluation will be in accordance with Section 7-501 through 7-505, Land Development Code.

G. WASTEWATER MANAGEMENT/WATER SUPPLY

1. The Developer ~~will~~ obtained a SFWMD permit for groundwater withdrawals for landscape irrigation, for irrigation well construction, as well as for any dewatering needed to construct the project lakes, roads or building foundations.

2. The Developer will utilize water conserving devices and methods necessary to meet the criteria established in the water conservation plan of the public water supply permit issued to Bonita Springs Utilities (BSU).

3. The Developer ~~will~~ coordinated with BSU or other water supplier to ensure that adequate potable water is available to meet the demands of the project.

4. The Developer will provide any necessary verification to the SFWMD that the Developer's plumbing and irrigation designs are consistent with SFWMD rules.

5. The Developer must demonstrate at the time of local development order approval that sufficient potable water and wastewater treatment capacity is available. ~~If BSU cannot provide the necessary service, then the Developer must obtain service from an alternate provider with capacity or construct on-site interim facilities that satisfy BSU Standards. Interim facilities must be dismantled at the Developer's expense when service by BSU is available.~~

6. The on-site lakes, wetlands, and storm water management system must be buffered from treated effluent contamination in accordance with SFWMD regulations.

7. Septic systems utilized in conjunction with construction trailers, sales offices and model homes must be temporary. When it is feasible to connect the temporary uses to the regional wastewater treatment facilities, all temporary septic systems must be abandoned or removed by a licensed septic system firm, in accordance with all applicable regulations.

8. The Developer must submit copies of all local development order application plans that include potable water or wastewater collection and distribution systems to BSU. BSU will review the plans for compliance with the BSU specifications manual.

9. Bonita Springs Utilities will evaluate all potable water facilities to ensure that the facilities are properly sized to meet average, peak day, and fire flow demands in accordance with the LDC. The Village of Estero will consult with the appropriate fire protection district to confirm that the fire flow demands will be satisfied by the proposed potable water facility.

10. The Developer must use the lowest, yet acceptable for the intended purpose, quality of water available for all non-potable water purposes.

H. COMPREHENSIVE PLAN

On October 21, 2002, the Board adopted a resolution amending the Lee Plan to reclassify the DRI site to the Urban Community land use category. The Village of Estero adopted a comprehensive plan for the Village of Estero on June 13, 2018 and designated the DRI site as Transitional Mixed Use, Wetlands and Conservation.

I. POLICE AND FIRE PROTECTION

1. The Developer will ensure that first responders to the area are adequately trained by TECO/People Gas to address accidental natural gas releases from the natural gas pipelines that are to be located on or adjacent to the site to ensure the safety of the residents and visitors to the area.

2. The project must be constructed and maintained in accordance with the adopted Life Safety and Fire Code requirements.

3. The owner or operator of a facility qualifying under the Superfund Amendments Reauthorization Act (SARA) Title III of 1986, and the Florida Hazardous Materials Emergency Response and Community Right to Know Act of 1988, must file hazardous materials reporting applications in accordance with §§302, 303, 304, 311, 312, or 313. The applications must be updated annually by each reporting facility.

4. The Developer will provide the Lee County Sheriff's Department with finished shell space in the main regional mall complex (Regional Retail Center) for use as a Sheriff's substation to facilitate law enforcement activities. This space will be provided at nominal cost to the Sheriff's Department.

5. The Fire and EMS impacts of this project will be mitigated by the payment of impact fees in accordance with the schedules set forth in the LDC. ~~However, the~~ Developer ~~must~~ provided the Estero Fire Rescue District with an appropriate parcel (not less than 1 acre in size) for the location of a fire-rescue station and emergency medical

services facility on the project site, ~~Upon transfer of this site to the Fire District, the Developer will be entitled to fire impact fee credits in accordance with the LDC.~~[17]

6. The Developer will conduct a comprehensive security study and evaluation during the design and construction of each retail development phase. The purpose of this study is to design and implement site specific security measures. The plan must provide for review on a quarterly basis by regional security audits. A copy of this plan must be submitted to the County as a condition of local development order approval.

7. The water mains, fire hydrants, and site access must be designed and constructed in accordance with Village of Estero regulations and BSU guidelines by providing large water mains meeting minimum diameters based upon proposed land use, and installation of fire hydrants in suitable locations to provide adequate fire protection coverage. Internal fire sprinkler systems may be required for structures to meet supplemental fire protection.

8. Any on-site facilities with commercial pool operations must comply with appropriate codes and statutes including required safety measures such as chemical sensors, internal alarm systems, or emergency shutdown systems.

J. EDUCATION

1. The education impact of this project will be mitigated by the payment of school impact fees in accordance with the schedules set forth in the LDC. ~~However, the~~ Developer ~~must~~ on February 14, 2008 provided ~~a site at least~~ two five acre~~s in size and appropriately located to accommodate the growing school needs in this area of the county. Upon transfer of this~~ sites located adjacent to Estero High School to the School District~~, the Developer may be entitled to seek~~ and obtained school impact fee credits from the County. ~~in accordance with the LDC.~~[18]

2. ~~This project will have an impact on the Estero High School and surrounding neighborhood traffic.~~ The Developer will use reasonable efforts to prevent the project's construction traffic from using Williams Road east of the railroad tracks.

III. LEGAL EFFECT AND LIMITATIONS OF THIS DEVELOPMENT ORDER, AND ADMINISTRATIVE REQUIREMENTS

A. Resolution. This Development Order constitutes a resolution of the Village of Estero adopted by the Village in response to the proposed Tenth amendment to the DRI filed for Coconut Point DRI.

~~[17] The requirement to provide property to the Estero Fire Rescue District was satisfied by the recording of a deed at OR Book 4097 Page 0672, dated July 31, 2003.~~

~~[18] Developer transferred two 5-acre parcels to the School Board (instr # 2008000042208) on February 14, 2008. School impact fee credits in the amount of $280,000 were issued to DMM Development, LLC (acct # 200805851).~~

B. Additional Developer Commitments. All commitments and impact mitigating actions volunteered by the Developer in the ADA and supplementary documents that are not in conflict with conditions or stipulations specifically enumerated above are incorporated by reference into this Development Order. These documents include, but are not limited to the following:

1. The Coconut Point (f/k/a Simon Suncoast) Application for Development Approval, stamped received on September 12, 2000;

2. The Coconut Point DRI sufficiency responses stamped received on February 7, 2001, and April 10, 2001 (transportation) and April 13, 2001; and

3. The governing zoning resolution for the Coconut Point (f/k/a Simon Suncoast) MPD.

C. Master Plan of Development. Map H, dated April 17, 2025, attached hereto as Exhibit "B", is for the current DRI revision and is incorporated by reference. It is understood that because it is a concept plan it is very general. The Developer may modify the boundaries of development areas and the locations of internal roadways to accommodate topography, vegetation, market conditions, traffic circulation, or other site related conditions as long as the modifications meet local development regulations. This provision may not be used to reduce the size of wetland preserve areas. Precise wetland boundaries will be determined by the SFWMD, as delegated by the Department of Environmental Protection (FDEP) and the Army Corp of Engineers (ACOE).

D. Binding Effect. The Development Order is binding upon the Developer, its successors and assigns. Where the Development Order refers to lot owners, business owners or other specific reference, those provisions are binding on the entities or individuals referenced. Those portions of this Development Order that clearly apply only to the project Developer are binding upon any builder/developer who acquires a tract of land within the DRI. The Developer may impose or pass on the requirements of this DRI development order to ultimate purchasers through covenants that run with the land ~~and phasing schedule~~.

E. Reliance. The terms and conditions set out in this Development Order constitute a basis upon which the Developer and the Village of Estero may rely with respect to future actions necessary to fully implement the final development contemplated by this Development Order. The development parameters and phasing schedule upon which this development order approval is based ~~is~~ are set forth in Exhibit C. These development parameters may be adjusted to the extent contemplated by, and in accordance with, the Land Use Conversion Table set forth in Exhibit C-1. ~~Change to the development mix or phasing schedule may require a reanalysis of project impacts in order to rebut a presumption of substantial deviation~~.

F. Enforcement. All conditions, restrictions, stipulations and safeguards contained in this Development Order may be enforced by either party by action at law or equity. ~~All costs of those proceedings, including reasonable attorney's fees, will be paid by the defaulting party.~~

G. Successor Agencies. References to governmental agencies will be construed to mean future instrumentalities that may be created and designated as successors in interest to, or which otherwise possess, the powers and duties of the referenced governmental agencies in existence on the effective date of this Development Order.

H. Severability. If any portion or section of this Development Order is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, then that decision will not affect the remaining portions or sections of the Development Order, which will remain in full force and effect.

I. Applicability of Regulations. This Development Order does not negate the Developer's responsibility to comply with federal, state, regional and local regulations.

J. Further Review. Subsequent requests for local development permits ~~do not require further DRI review~~ shall be reviewed pursuant to the Village of Estero Land Development Code ~~§380.06, Florida Statutes~~. ~~However, upon a finding at a public hearing by the Village that any of the following conditions exist, the Village must order a termination of all development activity in that portion of the development affected by substantial deviation until a DRI Application for Development Approval, Notice of Substantial Deviation or Notice of Proposed Change has been submitted, reviewed and approved in accordance with §380.06, Florida Statutes~~

~~1. There is a substantial deviation from the terms or conditions of this Development Order or other changes to the approved development plans that create a reasonable likelihood of an additional regional impact or any other regional impact created by the change that has not been evaluated and reviewed by the Regional Planning Council; or~~

~~2. Expiration of the period of effectiveness of the Development Order. Any request to extend the effectiveness of this Development Order will be evaluated based on the criteria for the extension of the build-out date set forth in §380.06(19), Florida Statutes.~~

~~3. Conditions in this development order that specify circumstances in which the development will be required to undergo additional DRI review. See 9J-2.025(10).~~

K. Build-out and Termination Dates. The project has a build-out date of ~~September 4, 2028,~~ December 7, 2038, and a termination date of ~~September 5, 2034~~December 7, 2044. The termination date is based on the recognition that a local

Development Order is valid for six years after the build-out date. ~~No permits for development will be issued by the Village subsequent to the termination date or expiration date unless the conditions set forth in §380.06(15)(g) are applicable.~~

L. Commencement of Physical Development. As of November 2004, commencement of substantial physical development of the project has occurred. Further development must occur in accordance with the development parameters and phasing schedule set forth in Exhibit C.

M. Assurance of Compliance. The director of the Village of Estero Department of Community Development, or their designee, will be the local official responsible for assuring compliance with this Development Order. The Village of Estero is primarily responsible for monitoring the development and enforcing the provisions of the development order. No permits or approvals will be issued if the Developer fails to act in substantial compliance with the development order.

N. Credits Against Local Impact Fees. Pursuant to §380.06(16), Florida Statutes, the Developer may be eligible for credits for contributions, construction, expansion, or acquisition of public facilities, if the Developer is also subject by local ordinances to impact fees or exactions to meet the same needs. However, no credit will be provided for internal or external site-related facilities required by Village regulations, or to any off-site facilities to the extent those facilities are necessary to provide safe and adequate services to the development.

O. Protection of Development Rights. The project will not be subject to down-zoning, unit density reduction, or intensity reduction prior to ~~September 4, 2028~~ December 7, 2038. If the Village demonstrates at a public hearing that substantial changes have occurred in the conditions underlying the approval of this Development Order, or finds that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the Village of Estero to be essential to public health, safety and welfare, then down-zoning, unit density reduction, or intensity reduction may occur.

P. ~~Biennial~~Monitoring Reports. At the request of the Director of Community Development during permitting review, the Developer shall provide a report regarding the status of the development or part of the development within the DRI, and any conditions applied to the development by the Development Order. The Director of Community Development may request supplemental traffic analysis if the applicant seeks to amend the development parameters set forth in the DRI Development Order in a manner which creates a substantial increase (5%). This condition shall cease to be in effect upon the build-out of the project. ~~The Developer must submit a report biennial to the Village of Estero Department of Community Development, the SWFRPC and Florida DCA on Form RPM-BSP-Annual-Report-1. The content of the report must include the information set forth in Exhibit D, and must also be consistent with the rules of the FDCA. The first monitoring report was submitted to the DRI coordinator for SWFRPC, DCA, and Lee~~

~~County no later than one year after the effective date of this Development Order[20]. Further reporting must be submitted every two years for subsequent calendar years thereafter, until build-out, whether actual or declared. Failure to comply with this reporting procedure is governed by §380.06(18), Florida Statutes, which provides for the temporary suspension of the DRI Development Order.~~

~~The Developer must file the monitoring reports until actual or declared build-out of the project. The Simon Property Group is the party responsible for filing the monitoring reports until one or more successor entities are named in the development order. The Developer must inform successors in title to the undeveloped portion of the real property covered by this development order of the reporting requirement. Tenants or owners of individual lots or units have no obligation to comply with this reporting condition.~~

~~The Developer must also submit a transportation annual report in accordance with the provisions set forth in Section II.D. of this development order.~~

Q. Community Development District. ~~The Developer might elect to petition for the formation of a Uniform Community Development District to serve all or a portion of the project pursuant to Florida Statutes, Chapter 190, as it may be in effect from time to time. Lee County hereby gives its approval that any such district may undertake the construction and/or funding of all or any of the mitigation and public infrastructure projects for which the Developer is responsible under the terms of this development order, whether within or without the boundaries of the district, and including the payment of mitigation amounts provided for in this development order, as a co-obligor hereunder. This provision may not be construed to require the approval of any petition to form such a district, and in no event will the Developer be released from its obligations under this development order.~~ The Developer was given an option by the original Development Order but did not elect to petition for a CDD for all or a portion of the DRI.

R. Transmittal and Effective Date. ~~The Village will forward certified copies of this Development Order to the SWFRPC, the Developer, and appropriate state agencies.~~ This Development Order is effective at the time of its adoption by the Village of Estero Village Council. ~~rendered as of the date of that transmittal, but will not be effective until the expiration of the statutory appeal period (45 days from rendition) or until the Florida Department of Economic Opportunity (DEO) has completed its review and has determined not to take an appeal, should that occur prior to the expiration of the 45-day period, or until the completion of any appellate proceedings, whichever time is greater. In accordance with the requirements of §380.06(15)f, Florida Statutes, once this development order is effective, t~~The Developer must record notice of its adoption in the office of the Clerk of the Circuit Court of Lee County.

S. Continued Agricultural Use of Property. Bona fide agricultural uses in existence on the date of this DRI initially approved October 21, 2005 have ceased. ~~may~~

~~[20] The first monitoring report was submitted in January 2004.~~

~~continue until the first development order approval for a site within the particular tract, as designed on Map H, (excluding public uses mandated by this Development Order). No development activity of any kind may occur on the property, including the clearing of vegetation or cutting of trees, unless such activity is reviewed and approved in accordance with Lee County regulations as if no agricultural use existed on the property. The purpose of the limitation is to eliminate any exemption or other special considerations or procedures that might otherwise be available under the Village of Estero regulations by virtue of the existing agriculture on the property.~~

Councilmember _____ made a motion to adopt the ~~Ninth~~ Tenth Development Order Amendment and Restatement, seconded by Councilmember _____. The vote was as follows:

	AYE	NAY
Mayor Joanne Ribble	____	____
Vice Mayor George Zalucki	____	____
Councilmember Lori Fayhee	____	____
Councilmember Jeff Hunt	____	____
Councilmember Rafael Lopez	____	____
Councilmember Jon McLain	____	____
Councilmember Jim Ward	____	____

DULY PASSED AND ADOPTED this ____ day of _____, ~~2017~~2025

ATTEST: VILLAGE OF ESTERO, FLORIDA

BY:_____ By:_____
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By:_____
Nancy Stroud, Esq., Village Land Use Attorney

Exhibits:

A. Legal Description
B. Master Plan of Development (Map H) dated 4/17/25
C. Development Parameters and Phasing Schedule
C-1 Land Use Conversion Table
~~D. Biennial Monitoring Report Requirements~~
~~E Calculation of Road Impact Fee Obligation~~
~~F~~D. Pedestrian, Bicycle and Bus Stop Plan

Exhibit A

HOLE MONTES
ENGINEERS • PLANNERS • SURVEYORS
950 Encore Way • Naples, Florida 34110 • Phone: 239.25[illegible]2007 • Fax: 239.254.2099

Applicant's Legal Checked
by CSJ 5/15/13
Pgs 1 thru 3

RECEIVED
MAY 10 2013
COMMUNITY DEVELOPMENT

HM PROJECT #1997079
05/03/13
REF. DWG. #A-994-3
PAGE 1 OF 3

LEGAL DESCRIPTION:

A PORTION OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 5.89 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 1,733.04 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HWY. NO. 41 (FLORIDA STATE ROAD NO. 45), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN N.10°32'05"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 971.33 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN NORTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 5,605.39 FEET, THROUGH A CENTRAL ANGLE OF 04°03'11", SUBTENDED BY A CHORD OF 396.43 FEET AT A BEARING OF N.08°30'30"W., FOR A DISTANCE OF 396.52 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°07'51"E. FOR A DISTANCE OF 747.22 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.82°31'42"E., A DISTANCE OF 3,909.60 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,909.60 FEET, THROUGH A CENTRAL ANGLE OF 08°29'31", SUBTENDED BY A CHORD OF 578.92 FEET AT A BEARING OF N.03°13'32"W., FOR A DISTANCE OF 579.45 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°16'56"W., FOR A DISTANCE OF 583.09 FEET; THENCE RUN N.00°16'56"W., FOR A DISTANCE OF 47.04 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 150.00 FOOT RIGHT-OF-WAY, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE NORTHERLY, WHOSE RADIUS POINT BEARS N.10°26'58"W., A DISTANCE OF 2,025.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,025.00 FEET, THROUGH A CENTRAL ANGLE OF 09°12'27", SUBTENDED BY A CHORD OF 325.07 FEET AT A BEARING OF N.74°56'48"E., FOR A DISTANCE OF 325.42 FEET TO THE END OF SAID CURVE; THENCE RUN N.70°20'35"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,025.00 FEET, THROUGH A CENTRAL ANGLE OF 09°16'04", SUBTENDED BY A CHORD OF 487.89 FEET AT A BEARING OF N.74°58'07"E., FOR A DISTANCE OF 488.42 FEET TO THE END OF SAID CURVE; THENCE RUN N.79°35'39"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 238.23 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY; THENCE RUN S.00°59'47"E., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,869.10 FEET TO THE POINT OF BEGINNING; CONTAINING 95.885 ACRES, MORE OR LESS.

AND

A PORTION OF SECTIONS 3, 4, 9, AND 10, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.88°56'17"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, FOR A DISTANCE OF 5.89 FEET TO A POINT ON THE

DCI 2013-00010 DRI 2013-00003

EXHIBIT A

WESTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD, A 130.00 FOOT RIGHT-OF-WAY; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 3,021.15 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,320.56 FEET TO A POINT ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE RUN N.00°59'47"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,692.32 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 47 SOUTH, RANGE 25 EAST; THENCE RUN N.00°56'59"W., ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,590.78 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN NORTHERLY, ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 5,641.38 FEET, THROUGH A CENTRAL ANGLE OF 09°31'27", SUBTENDED BY A CHORD OF 936.68 FEET AT A BEARING OF N.05°42'42"W., FOR A DISTANCE OF 937.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.10°28'26"W., ALONG SAID WESTERLY RIGHT-OF -WAY LINE, FOR A DISTANCE OF 98.54 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAMS ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.88°20'53"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,029.70 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN WESTERLY, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 7,050.00 FEET, THROUGH A CENTRAL ANGLE OF 03°00'00", SUBTENDED BY A CHORD OF 369.09 FEET AT A BEARING OF S.89°50'53"W., FOR A DISTANCE OF 369.14 FEET TO THE END OF SAID CURVE; THENCE RUN N.88°39'07"W., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 674.92 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HWY. NO. 41 (FLORIDA STATE ROAD NO. 45), A 200.00 FOOT RIGHT-OF-WAY; THENCE RUN S.04°52'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 1,901.57 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,725.19 FEET, THROUGH A CENTRAL ANGLE OF 11°32'50", SUBTENDED BY A CHORD OF 548.30 FEET AT A BEARING OF S.00°53'44"E., FOR A DISTANCE OF 549.23 FEET TO THE END OF SAID CURVE; THENCE RUN S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 225.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 2,710.61 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE S.06°40'09"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 626.03 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 11,584.73 FEET, THROUGH A CENTRAL ANGLE OF 06°24'13", SUBTENDED BY A CHORD OF 1,294.08 FEET AT A BEARING OF S.03°28'03"E., FOR A DISTANCE OF 1,294.76 FEET TO THE END OF SAID CURVE; THENCE RUN S.00°15'56"E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 274.74 FEET; THENCE RUN S.46°02'16"E., FOR A DISTANCE OF 577.44 FEET; THENCE RUN S.01°57'26"E. FOR A DISTANCE OF 25.19 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 150.00 FOOT RIGHT-OF-WAY; THENCE RUN N.88°02'34"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 32.80 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,875.00 FEET, THROUGH A CENTRAL ANGLE OF 17°41'59", SUBTENDED BY A CHORD OF 576.92 FEET AT A BEARING OF N.79°11'34"E., FOR A DISTANCE OF 579.22 FEET TO THE END OF SAID CURVE; THENCE RUN N.70°20'35"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 200.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE

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05/03/13
REF. DWG. #A-994-3
PAGE 3 OF 3

SOUTHERLY; THENCE RUN EASTERLY, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 3,175.00 FEET, THROUGH A CENTRAL ANGLE OF 09°15'04", SUBTENDED BY A CHORD OF 512.09 FEET AT A BEARING OF N.74°58'07"E., FOR A DISTANCE OF 512.65 FEET TO THE END OF SAID CURVE; THENCE RUN N.79°35'39"E., ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 263.08 FEET TO THE POINT OF BEGINNING; CONTAINING 386.536 ACRES, MORE OR LESS.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

TOTAL PROPERTY AREA: 482.421 ACRES, MORE OR LESS.

BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING S.88°56'17"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

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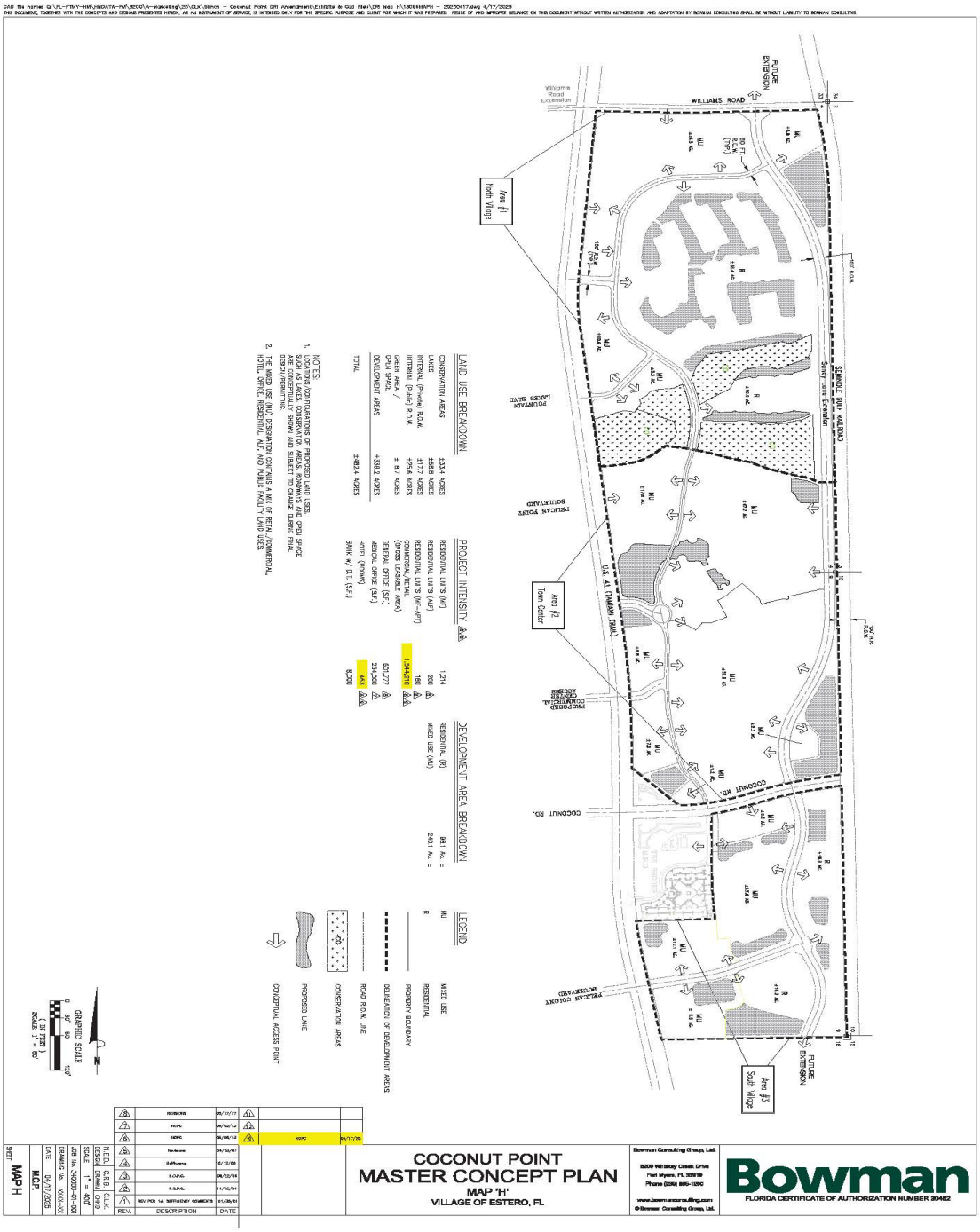
EXHIBIT B


COCONUT POINT
MASTER CONCEPT PLAN
MAP 'H'
VILLAGE OF ESTERO, FL
Bowman
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 30462
LAND USE BREAKDOWN
PROJECT INTENSITY
DEVELOPMENT AREA BREAKDOWN
LEGEND
NOTES:
WILLIAMS ROAD
COCONUT RD.
US 41 (TAMIAMI TRAIL)
SEMINOLE GULF RAILROAD
Area #1 North Village
Area #2 Town Center
Area #3 South Village
MAP H
MCP

DRI
EXHIBIT C

Development Parameters and Phasing Schedule

		Buildout
Regional Retail Commercial	~~1440,110~~ 1,438,110* sq. ft.	2038~~2028~~
Community Retail	106,100* sq. ft.	2038~~2028~~
Office	835,777** sq. ft.	2038~~2028~~
Hotel	~~370~~ 453 Rooms	2038~~2028~~
Residential, Multi-family	1,214 du	2038~~2028~~
Residential, MF Apartments	180 units	2038~~2028~~
Assisted Living Facility	200 units	2038~~2028~~
Banks	8,000 sq. ft.	2038~~2028~~

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* Gross Leasable Area

**Up to 234,000 sq. ft., may be medical office

Note (1): a 160 acute care bed hospital may only be constructed within Tracts 3A-1, 3A-2 and 3A-3_1 and; (2) Tracts 3A-1, 3A-2, and 3A-3_1 may be developed with any of the following land uses or combinations so long as the uses do not exceed 479 total net new external trips: up to 60,000 gross leasable sq. ft. retail, 300,000 sq. ft. office (of which a maximum of 198,000 sq. ft. may be medical office), 160 acute care hospital beds.

DRI EXHIBIT C-1

Land Use Conversion Table

Land Use	Max Increase*
Retail	54,999 sf
Office (Gen / Med)	65,999 sf
Residential	54 MF
Hotel	82 rms

*The purpose of this table is to permit one land use to be converted to a different use. The conversion may be approved only if the project's overall trips do not exceed the parameters set forth in Condition II.D.1.a.

~~DRI~~
~~EXHIBIT D~~

~~BIENNIAL MONITORING REPORT REQUIREMENTS~~

~~The Biennial Monitoring Report that must be submitted by the Developer in accordance with Subsections 380.06(15) and 380.06(18), Florida Statutes, and 9J-2.025(7), Florida Administrative Code, must include the following:~~

~~A. Any changes in the plan of development or in the representations contained in the application for development approval, or in the phasing for the reporting year and for the next year;~~

~~B. A summary comparison of development activity proposed and actually conducted for the year;~~

~~C. Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to separate entities or developers.~~

~~D. Identification and intended use of lands purchased, leased, or optioned by the Developer adjacent to the original DRI site since the development order was issued;~~

~~E. A specific assessment of the Developer's and the local government's compliance with each individual condition of approval contained in the DRI Development Order and the commitments contained in the application for development approval that have been identified by the local government, the RPC, or the DCA as being significant;~~

~~F. Any requests for substantial deviation determination that were filed in the reporting year and to be filed during the following year;~~

~~G. An indication of a change, if any, in local government jurisdiction for any portion of the development since the development order was issued;~~

~~H. A list of significant local, state, and federal permits that have been obtained or are pending by agency, type of permit, permit number and purpose of each;~~

~~I. A statement that all persons have been sent copies of the report in conformance with Subsections 380.06(15) and (18), Florida Statutes;~~

~~J. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the Developer pursuant to Paragraph 380.06(15)(f), Florida Statutes.~~

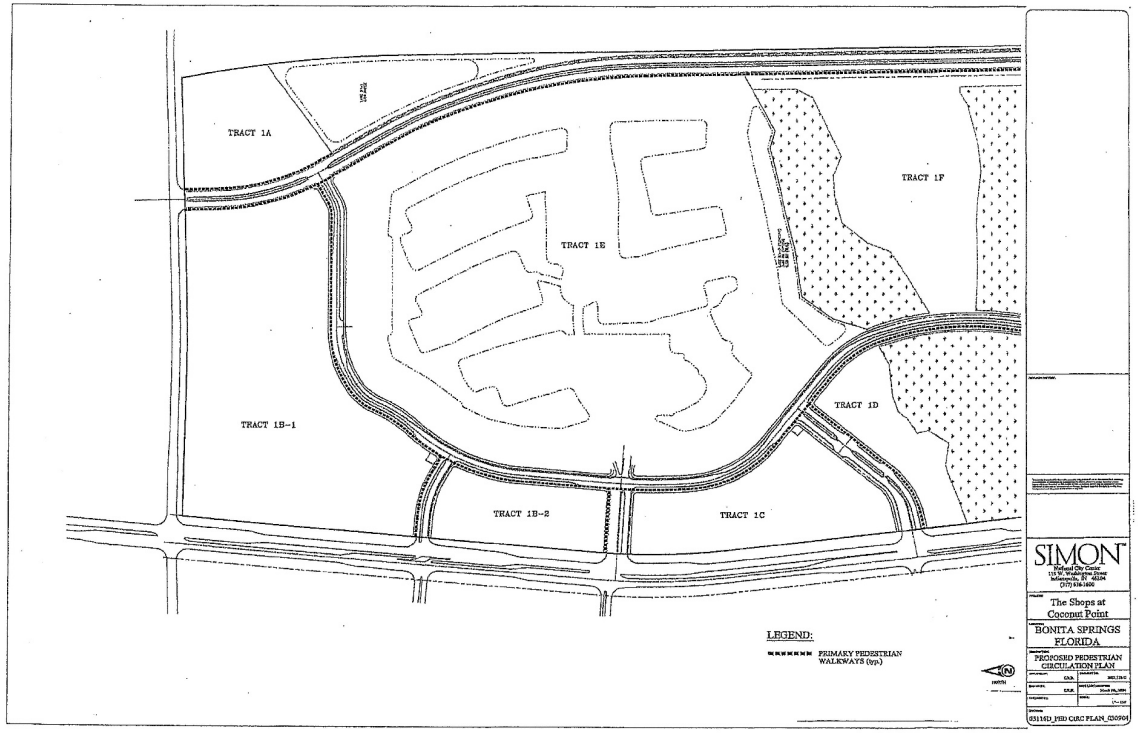
~~NOTE: The Florida Administrative Code specifically requires that the development order specify the requirements for the report. The Administrative Code requires that the report will be submitted to DCA, the RPC, and the local government on Form RPM-BSP-Annual Report-1.~~

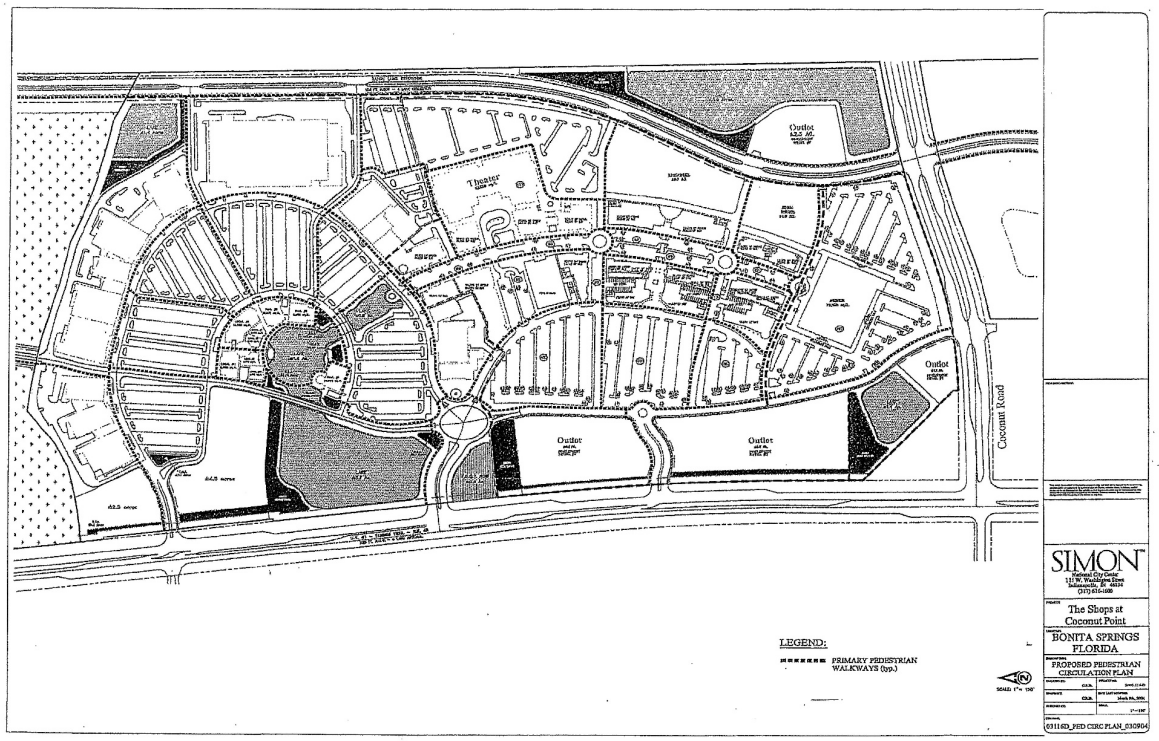
~~DRI~~
~~EXHIBIT E~~
~~Calculation of Road Impact Fee Obligation[21]~~

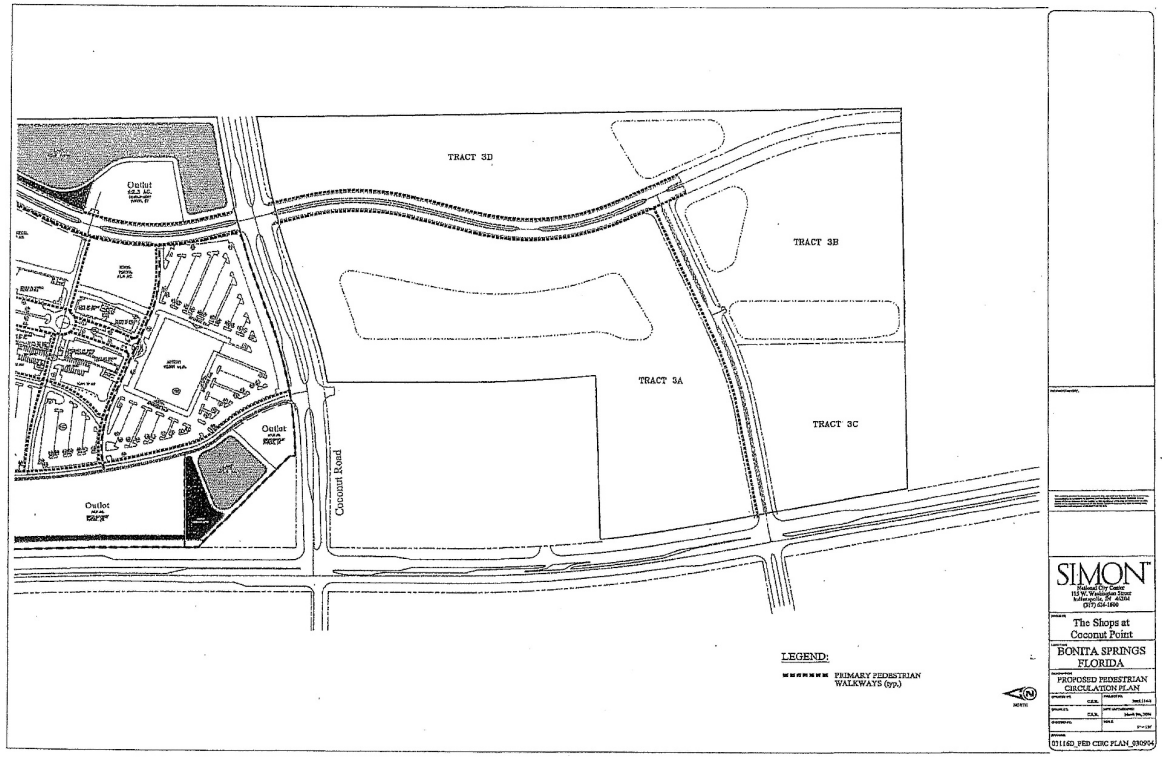
~~LAND USE~~	~~ITE LUC~~	~~UNIT~~	~~RATE~~	~~SIZE~~	~~AMOUNT~~
~~GENERAL INDUSTRIAL~~	~~130~~	~~1000 SF~~	~~$1,681.00~~	~~0~~	~~$ -~~
~~WAREHOUSE~~	~~150~~	~~1000 SF~~	~~$1,198.00~~	~~0~~	~~$ -~~
~~MINI WAREHOUSE~~	~~151~~	~~1000 SF~~	~~$ 419.00~~	~~0~~	~~$ -~~
~~SINGLE-FAMILY DETACHED~~	~~210~~	~~DU~~	~~$2,436.00~~	~~0~~	~~$ -~~
~~MULTI-FAMILY~~	~~220~~	~~DU~~	~~$1,687.00~~	~~1000~~	~~$ 1,687,000.00~~
~~MOBILE HOME (PARK UNIT)/RV SITE~~	~~240~~	~~DU~~	~~$1,221.00~~	~~0~~	~~$ -~~
~~ACLF~~	~~252~~	~~DU~~	~~$ 550.00~~	~~200~~	~~$ 110,000.00~~
~~HOTEL~~	~~310~~	~~ROOM~~	~~$1,834.00~~	~~600~~	~~$ 1,100,400.00~~
~~TIMESHARE~~	~~310~~	~~DU~~	~~$1,834.00~~	~~0~~	~~$ -~~
~~GOLF COURSE~~	~~430~~	~~ACRE~~	~~$ 711.00~~	~~0~~	~~$ -~~
~~MOVIE THEATRE~~	~~443~~	~~1000 SF~~	~~$5,600.00~~	~~0~~	~~$ -~~
~~ELEMENTARY/SECONDARY SCHOOL (PRIVATE)~~	~~520~~	~~1000 SF~~	~~$ 611.00~~	~~0~~	~~$ -~~
~~CHURCH~~	~~560~~	~~1000 SF~~	~~$1,402.00~~	~~0~~	~~$ -~~
~~DAYCARE~~	~~565~~	~~1000 SF~~	~~$3,900.00~~	~~0~~	~~$ -~~
~~HOSPITAL~~	~~610~~	~~1000 SF~~	~~$2,941.00~~	~~0~~	~~$ -~~
~~NURSING HOME~~	~~620~~	~~1000 SF~~	~~$ 824.00~~	~~0~~	~~$ -~~
~~OFFICE UNDER 100,000 SF~~	~~710~~	~~1000 SF~~	~~$2,254.00~~	~~100~~	~~$ 225,400.00~~
~~OFFICE 100,000 SF AND OVER~~	~~710~~	~~1000 SF~~	~~$1,918.00~~	~~100~~	~~$ 191,800.00~~
~~MEDICAL OFFICE~~	~~720~~	~~1000 SF~~	~~$6,334.00~~	~~100~~	~~$ 633,400.00~~
~~RETAIL UNDER 100,000 SF~~	~~820~~	~~1000 SF~~	~~$3,992.00~~	~~100~~	~~$ 399,200.00~~
~~RETAIL 100,000 SF TO 250,000 SF~~	~~820~~	~~1000 SF~~	~~$3,869.00~~	~~150~~	~~$ 580,350.00~~
~~RETAIL 250,000 SF TO 500,000~~	~~820~~	~~1000 SF~~	~~$3,634.00~~	~~250~~	~~$ 908,500.00~~
~~RETAIL 500,000 SF AND OVER~~	~~820~~	~~1000 SF~~	~~$3,354.00~~	~~1300~~	~~$ 4,360,200.00~~
~~STANDARD RESTAURANT~~	~~831~~	~~1000 SF~~	~~$8,715.00~~	~~0~~	~~$ -~~
~~FAST FOOD RESTAURANT~~	~~834~~	~~1000 SF~~	~~$9,886.00~~	~~0~~	~~$ -~~
~~CAR WASH, SELF-SERVICE~~	~~847~~	~~STALL~~	~~$7,749.00~~	~~0~~	~~$ -~~
~~CONVENIENCE FOOD AND BEVERAGE STORE~~	~~851~~	~~1000 SF~~	~~$8,715.00~~	~~0~~	~~$ -~~
~~BANK~~	~~911~~	~~1000 SF~~	~~$6,063.00~~	~~0~~	~~$ -~~
~~TOTAL~~					~~$10,196,250.00~~

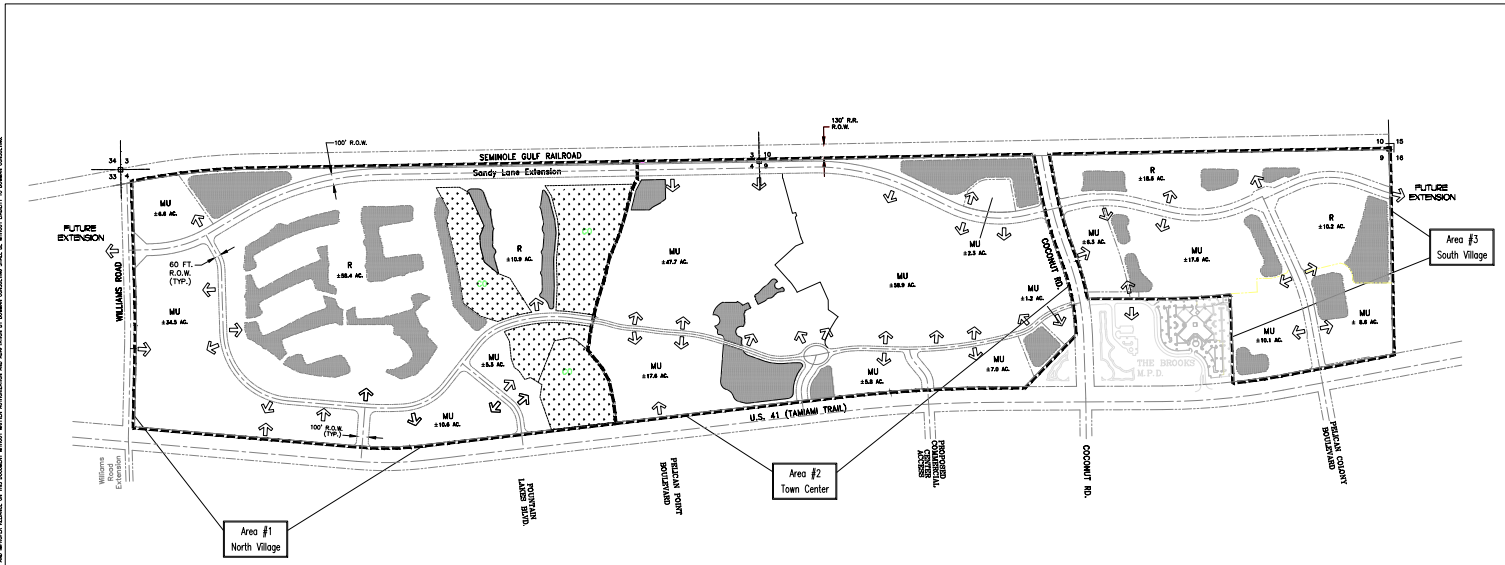
~~[21] The calculations included here are based upon the impact fee schedule effective July 1, 2000. The fee schedule was used as a basis for establishing traffic mitigation option 1. The Developer did not ultimately choose option 1.~~

Exhibit D


TRACT 1A
TRACT 1E
TRACT 1F
TRACT 1D
TRACT 1B-1
TRACT 1B-2
TRACT 1C
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN


Theater
Outlot
Outlot
Outlot
Outlot
Coconut Road
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN


TRACT 3D
TRACT 3B
TRACT 3A
TRACT 3C
Outlot
Outlot
Outlot
Coconut Road
LEGEND:
PRIMARY PEDESTRIAN WALKWAYS (typ.)
SIMON
The Shops at Coconut Point
BONITA SPRINGS FLORIDA
PROPOSED PEDESTRIAN CIRCULATION PLAN



LAND USE BREAKDOWN

CONSERVATION AREAS	±33.4 ACRES
LAKES	±58.8 ACRES
INTERNAL (Private) R.O.W.	±17.7 ACRES
INTERNAL (Public) R.O.W.	±25.6 ACRES
GREEN AREA / OPEN SPACE	± 8.7 ACRES
DEVELOPMENT AREAS	±338.2 ACRES
TOTAL	±482.4 ACRES

PROJECT INTENSITY

RESIDENTIAL UNITS (MF)	1,214
RESIDENTIAL UNITS (ALF)	200
RESIDENTIAL UNITS (MF-APT)	180
COMMERCIAL/RETAIL (GROSS LEASABLE AREA)	1,544,210
GENERAL OFFICE (S.F.)	601,777
MEDICAL OFFICE (S.F.)	234,000
HOTEL (ROOMS)	453
BANK w/ D.T. (S.F.)	8,000

DEVELOPMENT AREA BREAKDOWN

RESIDENTIAL (R)	98.1 Ac. ±
MIXED USE (MU)	240.1 Ac. ±

LEGEND

MU	MIXED USE
R	RESIDENTIAL
	PROPERTY BOUNDARY
	DELINEATION OF DEVELOPMENT AREAS
	ROAD R.O.W. LINE
	CONSERVATION AREAS
	PROPOSED LAKE
	CONCEPTUAL ACCESS POINT

NOTES:

1. LOCATIONS/CONFIGURATIONS OF PROPOSED LAND USES, SUCH AS LAKES, CONSERVATION AREAS, ROADWAYS AND OPEN SPACE ARE CONCEPTUALLY SHOWN AND SUBJECT TO CHANGE DURING FINAL DESIGN/PERMITTING.
2. THE MIXED USE (MU) DESIGNATION CONTAINS A MIX OF RETAIL/COMMERCIAL, HOTEL, OFFICE, RESIDENTIAL, ALF, AND PUBLIC FACILITY LAND USES.

GRAPHIC SCALE
0 30' 60' 120'
(IN FEET)
SCALE: 1" = 60'

Bowman
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 30462

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COCONUT POINT MASTER CONCEPT PLAN

MAP 'H'
VILLAGE OF ESTERO, FL

REV.	DESCRIPTION	DATE
1	MCPC	04/17/25
2	MCPC	09/09/19
3	MCPC	06/06/17
4	Resolution	06/05/07
5	Sufficiency	11/17/06
6	S.D.P.A.	09/05/06
7	S.D.P.A.	11/06/04
8	MCP PER 1st SUFFICIENCY COMMENTS	11/30/01

N.E.D. DESIGN	C.R.B. DRAWN	C.L.K. CHKD
SCALE 1" = 400'		
JOB No. 340000-01-001		
DRAWING No. XXXX-XX		
DATE 04/17/2025		
M.C.P.		
SHEET MAP H		

CAD file name: Q:\FL-FTMY-MAP\MDATA-FM\3200\A-Marketing\325\CA\Simon - Coconut Point DRI Amendment\Exhibits & Civil Plans\DRI Map H\13066MAPH - 20250417.dwg, 4/17/2025
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