VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
OCTOBER 1, 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
October 1, 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. September 17, 2025 Village Council Meeting Minutes

Attachment: 09172025.pdf

b. Financial Report for Month ended August 2025

Attachment: SS Monthly Financial Report 083025.pdf
Attachment: 1 August Budget Report All Funds.pdf
Attachment: 2 August Budget Report Available Funds.pdf

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS

a. Approval of FDEP Grant L0188 for Estero Orange Park Utility Extension Project.

Recommended Action
Motion to approve the Florida DEP Standard Grant Agreement for the Estero Orange Park Utility

Extension Project (Agreement Number L0188), and to authorize the Village Manager or designee to execute all related documents.

Financial Impact
$800,000 positive impact to the Village as the grant funds will be used to offset the design cost of the Orange Park UEP project

Attachment: SS Approving FDEP Grant L0188 for Estero Orange Park Utility Extension Project.pdf
Attachment: 0.Standard Grant Form _6.14.24_ 9.15.2025_full_flat.pdf

b. Approval of FDEP Grant L0187 for Estero Broadway Ave East Phase 1 Project.

Recommended Action
Motion to approve the Florida DEP Standard Grant Agreement for the Estero Broadway Avenue East Phase 1 project (Agreement Number L0187), and to authorize the Village Manager or designee to execute all related documents.

Financial Impact
$800,000 positive impact to the Village as the grant funds will be used to offset the design cost of Broadway Avenue East Phase 1 improvements.

Attachment: SS_Approve FDEP Grant L0187 for Estero Broadway Ave East Phase 1 Project._.pdf
Attachment: Agreement L0187 _For Grantee_s Signature_.pdf

c. Third Amendment to Public Improvement Agreement with High 5

Recommended Action
Motion to approve Third Amendment to the Public Improvement Agreement between the Village and High 5 Up Top, LLC.

Financial Impact
$325,000 in the near term, but with enhanced return once the facility becomes operational

Attachment: SS High 5 Third Amendment .pdf
Attachment: Estero High 5 Public Improvement Agreement Third Amendment.pdf

7. FIRST READINGS

a. First Reading Ordinance No. 2025-11 Creating a Right of Way Use Code

An Ordinance of the Village of Estero, Florida, Creating a New Chapter 23 of the Village Code Creating Right of Way Use Regulations; Making Related Findings; Providing for Severability, Codification, and an Effective Date.

Recommended Action

Motion to adopt Ordinance No. 2025-11 on first reading and schedule 2nd reading on October 15, 2025.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS Ord No 2025-11 Right of Way Use Regulations .pdf
Attachment: Ord. No 2025-11 Right of Way Use a.pdf

b. First Reading Ordinance No 2025-12 Repealing Ordinance 2015-13 Related to Development Application Expense Cost Recovery

An Ordinance of the Village of Estero, Florida, Repealing Ordinance 2015-13 Related to Development Application Expense Cost Recovery; Making Related Findings; Providing for Severability, Codification, and an Effective Date.

Recommended Action
Motion to adopt Ordinance No. 2025-12 on first reading and schedule 2nd reading on October 15, 2025.

Financial Impact
Minor cost for newspaper advertisement for second reading.

Attachment: SS Ord No 2025-12 Repeal .pdf
Attachment: Ord No 2025-12 with Exhibit A.pdf

8. SECOND READING AND PUBLIC HEARING

a. Second Reading Ordinance No. 2025-10, approving an update to the Capital Improvements Element which includes the Capital Improvement Program approved for Fiscal Year 2025/2026.

Second Reading Ordinance No. 2025-10, approving an update to the Capital Improvements Element which includes the Capital Improvement Program approved for Fiscal Year 2025/2026.

An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to the Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2025/2026 and Adopt the Most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Recommended Action
Approve Ordinance No. 2025-10

Financial Impact

No additional financial impact not already included in the CIP. Minor cost of newspaper advertisement.

Attachment: SS Ord No 2025-10 Approve Update to Captial Improvements Element FY 25-26.pdf
Attachment: Ord No. 2025-10 CIP.pdf
Attachment: 1a Exhibit A Village of Estero CIP.pdf
Attachment: 1b Exhibit B Lee County School District Capital Plan 2024-2033.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, OCTOBER 1, 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.

9:31:21AM [SOUNDING GAVEL]
9:31:22AM >>Mayor Ribble: I'LL NOW CALL THE OCTOBER 1, 2025, 9:30 A.M.
9:31:27AM VILLAGE COUNCIL MEETING TO ORDER.
9:31:29AM WE WOULD LIKE TO REMIND EVERYBODY TO PLEASE SILENCE THEIR
9:31:32AM CELL PHONES.
9:31:33AM IF YOU COME TO THE PODIUM TO SPEAK, PLEASE SPEAK CLOSE TO
9:31:37AM THE MIKE.
9:31:37AM THANK YOU.
9:31:38AM TODAY FOR THE INVOCATION, WE HAVE PASTOR FRANK BRAND FROM
9:31:44AM FIRST BAPTIST CHURCH ESTERO.
9:31:46AM PASTOR FRANK, WOULD YOU START US OFF, PLEASE?
9:31:52AM >> THANK YOU.
9:31:53AM SO GOOD TO SEE EVERYONE.
9:31:54AM IT IS AN HONOR TO BE HERE TO PRAY WITH YOU.
9:31:56AM LET'S BOW.
9:31:57AM FATHER, WE REJOICE THIS MORNING FOR YOU ARE FAITHFUL.
9:32:02AM YOU ARE LOVING AND KIND, AND YOU ARE GOOD.
9:32:06AM WE ACKNOWLEDGE OUR NEED FOR YOUR GRACE.

9:32:10AM WE ASK FOR YOUR GUIDANCE.
9:32:13AM THANK YOU, FATHER GOD, THAT YOUR STEADFAST LOVE HAS
9:32:17AM CONSISTENTLY BEEN AVAILABLE FOR EACH OF US TO TRUST AND
9:32:22AM FOLLOW.
9:32:22AM MAY OUR HEARTS BE TENDER AND RESPONSIVE TO YOU.
9:32:25AM WE REJOICE IN KNOWING THAT THE FINISHED WORK OF CHRIST HAS
9:32:29AM OFFERED TO US A LIVING HOPE KNOWING THAT BEYOND THIS LIFE AS
9:32:34AM WE KNOW IT, WE HAVE MUCH TO LOOK FORWARD TO.
9:32:36AM IN THE MEANTIME, I PRAY THAT WE WOULD BE A COMMUNITY THAT
9:32:40AM WOULD LOVE AND ENCOURAGE EACH OTHER.
9:32:43AM LORD, THAT WE WOULD BE AWARE OF THE NEEDS AND THAT WE WOULD
9:32:46AM DO OUR VERY BEST TO LOVINGLY MINISTER TO ONE ANOTHER.
9:32:50AM THANK YOU FOR OUR COUNCIL.
9:32:53AM THANK YOU FOR OUR MAYOR.

9:32:54AM THANK YOU FOR ALL WHO PARTICIPATE HERE IN THE VILLAGE OF
9:32:58AM ESTERO.
9:32:58AM WE PRAY, FATHER GOD, THAT YOU WOULD CONTINUE TO SMILE DOWN
9:33:01AM UPON US AND BE GRACIOUS TO US.
9:33:03AM WE PRAY THAT YOUR LOVING PRESENCE WOULD BE UNDENIABLE, THAT,
9:33:06AM LORD, WE WOULD BE THE ENVY OF ALL OF FLORIDA FOR WE SEEK TO
9:33:10AM GLORIFY YOU IN ALL THAT WE DO.
9:33:12AM IN THE PROCESS, MAY WE TRULY BE A BLESSING ONE TO ANOTHER.
9:33:16AM THANK YOU IN ADVANCE FOR WHAT YOU'RE GOING TO DO EVEN IN
9:33:18AM THIS MEETING.
9:33:19AM THANK YOU.

9:33:20AM THANK YOU FOR YOUR GUIDANCE.
9:33:21AM WE TRUST YOU NOW.
9:33:22AM IN JESUS NAME WE PRAY, AMEN.
9:33:24AM >>Mayor Ribble: PLEASE STAND FOR THE PLEDGE OF ALLEGIANCE.
9:33:37AM [PLEDGE OF ALLEGIANCE]
9:33:38AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
9:33:51AM >>Mayor Ribble: HERE.
9:33:52AM >>Jeff Hunt: HERE.
9:33:53AM >>Jon McLain: HERE.
9:33:56AM >>Lori Fayhee: HERE.
9:33:56AM >>Rafael Lopez: HERE.
9:33:57AM >>Vice-Mayor Zalucki: HERE.
9:34:01AM >>Mayor Ribble: NEXT ON THE AGENDA IS THE APPROVAL OF THE
9:34:03AM AGENDA.
9:34:04AM DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES?
9:34:06AM SEEING NONE, MAY I HAVE A MOTION TO APPROVE?
9:34:11AM >> SO MOVED.
9:34:12AM >>Mayor Ribble: COUNCILMAN LOPEZ AND A SECOND, COUNCILMAN
9:34:16AM HUNT.
9:34:16AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
9:34:20AM >>Jeff Hunt: AYE.
9:34:21AM >>Jon McLain: AYE.
9:34:23AM >>Lori Fayhee: AYE.
9:34:24AM >>Rafael Lopez: AYE.
9:34:26AM >>Vice-Mayor Zalucki: AYE.

9:34:27AM >>Mayor Ribble: AYE.
9:34:28AM NEXT ON THE AGENDA IS PUBLIC COMMENT.
9:34:33AM MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO SPEAK?
9:34:36AM >>Carol Sacco: YES, MAYOR.
9:34:37AM WE HAVE TWO.
9:34:37AM OUR FIRST IS SALLY KREUSCHER FROM HERSELF.

9:34:49AM >> GOOD MORNING.
9:34:50AM MY NAME IS SALLY KREUSCHER, AND I AM HERE TODAY AS A PROUD
9:34:54AM PARENT OF A SENIOR AT ESTERO HIGH SCHOOL.
9:34:56AM I WANT TO ADDRESS THE LEASE AGREEMENT BETWEEN THE VILLAGE
9:35:00AM AND THE SCHOOL, SPECIFICALLY THE RESTRICTION THAT PREVENTS
9:35:03AM SIGNAGE FROM BEING HUNG AROUND THE ATHLETIC FIELDS WHICH
9:35:06AM INCLUDES SENIOR BANNERS.
9:35:08AM THESE BANNERS AREN'T JUST DECORATIONS, THEY ARE TIME-HONORED
9:35:13AM TRADITION.
9:35:13AM THEY GIVE OUR SENIORS A CHANCE TO BE RECOGNIZED FOR THEIR
9:35:16AM YEARS OF HARD WORK, COMMITMENT, AND SCHOOL PRIDE.
9:35:19AM AND IT'S NOT JUST FOOTBALL.
9:35:22AM THESE BANNERS HONOR STUDENTS IN BAND, CHEER, SOCCER,
9:35:27AM LACROSSE, TRACK, AND OTHER PROGRAMS THAT STEP ONTO THAT
9:35:30AM FIELD.
9:35:31AM FOR MANY OF THEM, SENIOR NIGHT IS ONE OF THE EVENINGS WHERE
9:35:34AM ALL THE DEDICATION IS RECOGNIZED IN FRONT OF THEIR PEERS,
9:35:38AM THEIR PARENTS, AND THEIR COMMUNITY.
9:35:40AM MY SON IS A SENIOR THIS YEAR, AND HE'S BEEN BLESSED WITH A

9:35:44AM D-1 FOOTBALL OFFER.
9:35:46AM OF COURSE, I'M PROUD OF HIM.
9:35:47AM BUT THIS ISN'T ABOUT HIM.
9:35:49AM THIS IS ABOUT EVERY STUDENT WHO HAS WORKED EARLY MORNINGS,
9:35:53AM LATE NIGHTS, AND COUNTLESS HOURS TO REPRESENT ESTERO WITH
9:35:57AM PRIDE.
9:35:57AM WHEN WE DENY BANNERS, WE RISK SENDING A MESSAGE TO THOSE
9:36:01AM THAT THOSE EFFORTS DON'T MATTER.
9:36:03AM ALLOWING THESE BANNERS, ESPECIALLY ON SENIOR NIGHT, WOULD BE
9:36:07AM A SIMPLE COST-FREE WAY TO STRENGTHEN SCHOOL SPIRIT AND
9:36:11AM COMMUNITY PRIDE.
9:36:12AM IT WOULD GIVE OUR SENIORS AND THEIR FAMILIES MEMORIES
9:36:15AM THEY'LL CARRY FOREVER.
9:36:17AM AND IT WOULD SHOW THEM THAT ESTERO VALUES THEIR HARD WORK.
9:36:20AM I RESPECTFULLY REQUEST YOU TO CONSIDER THIS POLICY AND GRANT
9:36:25AM PERMISSION FOR BANNERS TO BE DISPLAYED AT THE VERY LEAST ON
9:36:28AM SENIOR NIGHT, WHICH IS SCHEDULED FOR THURSDAY, OCTOBER
9:36:31AM 23rd.
9:36:32AM THIS IS A SMALL BUT MEANINGFUL WAY TO HONOR OUR STUDENTS AND
9:36:35AM BELIEVE IT WOULD BE A LASTING, POSITIVE IMPACT ON BOTH THE
9:36:38AM SCHOOL AND THE VILLAGE.
9:36:39AM THANK YOU FOR YOUR TIME AND YOUR CONSIDERATION.
9:36:45AM >>Carol Sacco: OUR NEXT PUBLIC COMMENT CARD IS ASTRID HAYS
9:36:51AM OR MAYS.

9:36:52AM I CAN'T READ THE HANDWRITING.

9:36:55AM >> THANK YOU.
9:36:56AM MY NAME IS ASTRID.
9:36:58AM MY SON SEBASTIAN, HE ALSO GOES TO ESTERO HIGH.
9:37:01AM IT'S IN REGARDS TO THE SAME SITUATION.
9:37:03AM I JUST HEARD ABOUT THIS THE OTHER DAY.
9:37:05AM I FRANKLY WAS REALLY SHOCKED BECAUSE IF YOU THINK ABOUT
9:37:07AM EVERY SENIOR IN THE ENTIRE UNITED STATES, WHEN YOU'RE A KID,
9:37:11AM YOU ARE EXCITED, YOU GO TO SCHOOL AND SENIOR YEAR IS SO
9:37:15AM HUGE.
9:37:15AM ANYWHERE YOU GO IN THE UNITED STATES, YOU'LL SEE BANNERS OF
9:37:18AM THE SENIORS, EVEN IF YOU DRIVE THROUGH THE TOWNS, EVEN
9:37:22AM POSTED IN THE MIDDLE OF THE TOWN, BANNERS OF ALL THE KIDS
9:37:24AM THAT WORKED HARD AND GRADUATED.
9:37:26AM THESE ARE ATHLETES.
9:37:28AM VERY HARDWORKING KIDS.
9:37:29AM SERIOUSLY, THEY GET UP AT 5 IN THE MORNING, PRACTICING ALL
9:37:34AM DAY.
9:37:34AM THEY HAVE FANTASTIC GRADES.
9:37:35AM I THINK THAT THEY JUST REALLY DESERVE TO BE HONORED.
9:37:38AM THERE'S NO REASON TO NOT POST SENIOR BANNERS AT A HIGH
9:37:42AM SCHOOL.
9:37:43AM ABSOLUTELY NO REASON FOR IT.
9:37:44AM I JUST WANTED TO MAKE SURE THAT I STOOD UP FOR IT AND I HOPE
9:37:47AM TO SEE THE BANNERS UP THERE SOON.
9:37:49AM THANK YOU.

9:37:50AM >>Mayor Ribble: THANK YOU, ASTRID.
9:37:52AM >>Carol Sacco: THAT'S IT, MAYOR.
9:37:58AM >>Mayor Ribble: NEXT ON THE AGENDA IS THE CONSENT AGENDA.
9:38:03AM THE SEPTEMBER 17 COUNCIL MEETING MINUTES AND THE FINANCIAL
9:38:06AM REPORT FOR THE MONTH ENDED AUGUST 2025.
9:38:10AM DO ANY OF THE COUNCIL MEMBERS HAVE ANY COMMENTS OR
9:38:13AM QUESTIONS?
9:38:13AM SEEING NONE, IS THERE ANY PUBLIC COMMENT?
9:38:19AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
9:38:22AM >>Mayor Ribble: IN THAT CASE, I'LL ENTERTAIN A MOTION.
9:38:25AM COUNCILWOMAN FAYHEE AND SECONDED BY COUNCILMAN McLAIN.
9:38:31AM MADAM CLERK, WOULD YOU PLEASE CALL THE ROLL?
9:38:34AM >>Carol Sacco: COUNCILMEMBER LOPEZ?
9:38:36AM >>Rafael Lopez: AYE.
9:38:38AM >>Lori Fayhee: AYE.
9:38:39AM >>Jon McLain: AYE.

9:38:41AM >>Jeff Hunt: AYE.
9:38:43AM >>Vice-Mayor Zalucki: AYE.
9:38:44AM >>Mayor Ribble: AYE.
9:38:45AM ACTION ITEM 6A, APPROVAL OF THE FDEP GRANT L 0188 FOR ESTERO
9:38:56AM ORANGE PARK UTILITY EXTENSION PROJECT.
9:38:58AM STEVE, WOULD YOU INTRODUCE THIS ITEM?
9:39:02AM >>Steven Sarkozy: GOOD MORNING AND THANK YOU, MADAM MAYOR.
9:39:05AM AS THE COUNCIL IS AWARE, WE WERE VERY SUCCESSFUL AGAIN WITH
9:39:11AM OUR LEGISLATIVE APPROPRIATIONS REQUEST FOR THE LAST

9:39:14AM LEGISLATIVE SESSION.
9:39:16AM AND ONE OF THE PROJECTS THAT WE RECEIVED FUNDING FOR WAS THE
9:39:20AM $800,000 TO HELP US ACCELERATE THE ORANGE PARK UTILITY
9:39:27AM EXTENSION PROJECT.
9:39:28AM THIS ORANGE PARK IS THE NAME OF THE PLAT, BUT IT ACTUALLY
9:39:35AM AFFECTS SEE SEE STREET, WHICH IS JUST NORTH OF CORKSCREW AND
9:39:41AM JUST EAST OF OUR LOCATION HERE.
9:39:42AM SEE SEE STREET IS ONE OF THE 12 UTILITY EXTENSION PROJECT
9:39:50AM DISTRICTS THAT WE HAVE THAT WERE IDENTIFIED ABOUT FIVE YEARS
9:39:53AM AGO AS TARGETS FOR OUR UTILITY EXTENSION CONVERSION
9:40:01AM PROJECTS.
9:40:01AM THIS IS A RELATIVELY SMALL STREET WITH RELATIVELY FEW NUMBER
9:40:09AM OF RESIDENTS AND PROPERTIES, BUT NONETHELESS IT HAS WELLS
9:40:16AM AND SEPTIC SYSTEMS AND IT'S IN FAIRLY CLOSE PROXIMITY TO THE
9:40:20AM RIVER.
9:40:20AM SO THE GRANT HERE IS THE TYPICAL STATE GRANT FORMAT,
9:40:32AM STANDARD PROJECT THAT YOU'VE APPROVED IN THE PAST.
9:40:34AM AND THE $800,000 WILL BE USED TO HELP US WITH THE DESIGN OF
9:40:40AM THAT PROJECT.
9:40:41AM WE'VE HAD ONE MEETING ALREADY WITH THE RESIDENTS ON SEE SEE.
9:40:48AM OF COURSE, YOU'VE GOT THE RANGE OF RESPONSES, YES, WE LIKE
9:40:52AM IT, PLEASE DO IT FAST AND NO, WE DON'T LIKE IT, DON'T WANT
9:40:56AM THE EXPENSE, WHICH IS PRETTY TYPICAL OF THE PROJECTS THAT WE
9:40:58AM HAVE COMING FORWARD.
9:40:59AM BUT THIS WOULD BE A GOOD PROJECT.

9:41:01AM IT'S SMALL COMPARED TO WHAT WE HAVE DONE RECENTLY.
9:41:05AM BUT IT COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
9:41:10AM >>Mayor Ribble: ANY QUESTIONS FROM COUNCIL?
9:41:12AM IS THERE ANY PUBLIC COMMENT?
9:41:16AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
9:41:19AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION?
9:41:21AM COUNCILMAN HUNT AND COUNCILMAN LOPEZ SECONDS.
9:41:25AM MADAM CLERK, PLEASE CALL THE ROLL.

9:41:28AM >>Jeff Hunt: AYE.
9:41:29AM >>Jon McLain: AYE.
9:41:31AM >>Lori Fayhee: AYE.
9:41:32AM >>Rafael Lopez: AYE.
9:41:34AM >>Vice-Mayor Zalucki: AYE.
9:41:34AM >>Mayor Ribble: AYE.
9:41:36AM ITEM 6B, APPROVAL OF THE FDEP GRANT L 0187 FOR EAST BROADWAY
9:41:47AM AVENUE PHASE 1 PROJECT.
9:41:48AM STEVE, WOULD YOU TELL US ABOUT THAT?
9:41:50AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR, MEMBERS OF
9:41:53AM COUNCIL.
9:41:53AM THIS AGAIN IS THE SAME TYPE OF PROJECT.
9:41:56AM IT'S A RESULT OF OUR SUCCESSFUL LEGISLATIVE APPROPRIATIONS
9:42:01AM REQUEST IN THIS LAST LEGISLATIVE SESSION.
9:42:03AM THIS AMOUNT IS ALSO FOR $800,000.
9:42:08AM IT IS FOR THE DESIGN OF UTILITY EXTENSION EFFORTS ON
9:42:16AM BROADWAY EAST OF U.S. 41, ALL THE WAY OVER TO TANGLEWOOD AND

9:42:23AM BROADWAY AND THEN ALSO EXTENDING SOUTHWARD ON HIGHLAND
9:42:31AM AVENUE ALL THE WAY THROUGH OUR PROPERTY, WHICH IS ON THE
9:42:34AM NORTH SIDE OF THE RIVER.
9:42:38AM SO THIS IS AN IMPORTANT PIECE FOR VILLAGE-OWNED PROPERTY BUT
9:42:43AM THEN ALSO ALLOWS US TO DO UTILITY CONVERSIONS IN THE AREA OF
9:42:48AM HIGHLAND AND BROADWAY AS WELL AS ALONG THE NORTH PART OF
9:42:54AM SANDY LANE AND EVENTUALLY GETTING TO TANGLEWOOD.
9:42:58AM IT PROVIDES A LINK AS WELL INTO THE CASCADES TO PROVIDE
9:43:04AM LOOPED WATER INTO CASCADES AS WELL AS ANOTHER SEWER
9:43:08AM EXTENSION INTO THAT AREA.
9:43:09AM SO IT CREATES A MORE ROBUST SYSTEM AND PART AGAIN OF OUR
9:43:14AM UTILITY CONVERSION PROJECT.
9:43:16AM >>Mayor Ribble: ANY QUESTIONS OR COMMENTS, COUNCIL?
9:43:17AM STEVE, THIS PRETTY MUCH COMPLETES OUR CONVERSION.
9:43:24AM >>Steven Sarkozy: ABSOLUTELY.
9:43:24AM WELL, WE DO HAVE OTHER -- YOU'RE ABSOLUTELY RIGHT, THIS
9:43:28AM ALONG THE RIVER IS -- COMPLETES THAT WHOLE SEGMENT.
9:43:34AM OUR TARGET INITIALLY OF THE 12 NEIGHBORHOODS THAT ARE WITHIN
9:43:39AM THE VILLAGE THAT DO NOT HAVE MUNICIPAL WATER AND MUNICIPAL
9:43:45AM SEWER SERVICES, THESE COMPLETE ALL OF THAT SECTION ALONG THE
9:43:50AM RIVER WHICH OUR TARGET WAS TO TRY TO CLEAN UP THE RIVER.
9:43:53AM WE'RE STILL GETTING REQUESTS ALONG RIVER RANCH AND OTHER
9:43:59AM AREAS.
9:43:59AM THEY WANT SOME OF THOSE EXTENSIONS AS WELL, BUT AS TIME AND
9:44:03AM MONEY ALLOW, IT WILL GET TO THOSE AREAS EVENTUALLY.

9:44:07AM >>Mayor Ribble: THANK YOU.
9:44:08AM IS THERE ANY PUBLIC COMMENT?
9:44:10AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENT?
9:44:12AM >>Mayor Ribble: MAY I HAVE A MOTION?
9:44:14AM >> I'LL MOVE THE ITEM.
9:44:15AM >>Mayor Ribble: VICE-MAYOR AND COUNCILMAN FAYHEE.
9:44:18AM PLEASE CALL THE ROLL.
9:44:21AM >>Rafael Lopez: AYE.
9:44:23AM >>Lori Fayhee: AYE.
9:44:24AM >>Jon McLain: AYE.
9:44:26AM >>Jeff Hunt: AYE.
9:44:27AM >>Vice-Mayor Zalucki: AYE.
9:44:29AM >>Mayor Ribble: AYE.
9:44:29AM ITEM 6C, THE THIRD AMENDMENT TO THE PUBLIC IMPROVEMENT
9:44:34AM AGREEMENT WITH HIGH 5.
9:44:36AM STEVE?
9:44:37AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR, MEMBERS OF
9:44:39AM COUNCIL.
9:44:40AM AS PART OF THE SPORTS PARK DEVELOPMENT, HIGH 5 IS OUR KEY
9:44:46AM PRIVATE ENTITY THAT'S COMING IN AS A PARTNER WITH THE
9:44:49AM VILLAGE TO BE LOCATED ON VILLAGE PROPERTY AND PROVIDE
9:44:57AM ENTERTAINMENT OPTIONS BY THE PRIVATE SECTOR BUT FOR THE
9:45:03AM COMMUNITY USE.
9:45:03AM WE'LL BE DERIVING REVENUE OFF OF THIS PROJECT THAT WILL HELP
9:45:08AM THEM SUPPORT THE OPERATIONS OF THE SPORTS PARK ITSELF.

9:45:12AM SO OUR APPROACH HERE IS FAIRLY UNIQUE IN THAT WE'RE CREATING
9:45:20AM PUBLIC-PRIVATE PARTNERSHIPS IN ORDER TO LESSEN OUR COSTS OF
9:45:24AM MAINTENANCE FOR OUR PARK SYSTEM ON A LONG-TERM BASIS.
9:45:27AM WHAT HIGH 5 HAS DONE IS DONE SOME INITIAL MARKETING AND
9:45:36AM FOUND THAT THERE'S EXTRAORDINARILY STRONG DEMAND FOR
9:45:40AM PICKLEBALL AND THE PUTT-PUTT FACILITY AND PROPOSING
9:45:44AM MODIFICATIONS TO THEIR BUILDING AND APPROACH WHICH ACTUALLY
9:45:48AM GENERATE MORE REVENUE.
9:45:49AM SO WE'D LIKE TO GO THROUGH A PRESENTATION ON THIS.
9:45:53AM I'LL ASK MICHAEL COMPARATO TO COME UP.
9:45:56AM MICHAEL IS THE CEO OF VIESTE CORPORATION AND IS OUR OWNER'S
9:46:02AM REPRESENTATIVE ON THE SPORTS PARK AND OTHER OF OUR PROJECTS
9:46:07AM AS WE MOVE FORWARD.
9:46:10AM >>Michael Comparato: GOOD MORNING, MADAM MAYOR, COUNCIL.
9:46:13AM THE THIRD AMENDMENT THAT STEVE JUST REFERENCED ACCOMPLISHES
9:46:16AM TWO THINGS WITH HIGH 5 FROM WHAT COUNCIL HAS ALREADY SEEN --
9:46:23AM EXCUSE ME.
9:46:24AM FROGGY VOICE THIS MORNING.

9:46:26AM AND APPROVED.
9:46:27AM ACCOMPLISHES TWO DIFFERENT THINGS.
9:46:28AM ONE IS, TO STEVE'S POINT ABOUT ENHANCING THE PROGRAM
9:46:33AM DELIVERY.
9:46:33AM THEY HAVE MADE SOME SIGNIFICANT IMPROVEMENTS TO ESPECIALLY
9:46:37AM THE PICKLEBALL SIDE AND MINIATURE GOLF SIDE OF THEIR PROGRAM
9:46:41AM DELIVERY INCORPORATING SIX INDOOR COURTS, WHICH WEREN'T

9:46:46AM THERE BEFORE, MODIFYING THE INDOOR PROGRAMMING TO
9:46:49AM ACCOMMODATE THAT, COVERING THE VAST MAJORITY IF NOT ALL OF
9:46:52AM THE OUTDOOR COURTS AND ADDING ANOTHER 18 HOLES OF MINIATURE
9:46:56AM GOLF IN THE OVERALL PLAN TO ACCOMMODATE BOTH CORPORATE AND
9:47:00AM NOT-FOR-PROFIT USES, HALF OF THAT, WHILE STILL BEING OPEN TO
9:47:03AM THE PUBLIC.
9:47:04AM SEEKS SIGNIFICANT IMPROVEMENTS TO THE OPERATING PROGRAM AND
9:47:06AM REVENUE GENERATION AND QUALITY OF DELIVERY OF THAT
9:47:09AM PROGRAMMING.
9:47:09AM TO ACCOMMODATE THAT AND TO ACCOMMODATE THE AESTHETIC
QUALITY
9:47:15AM OF WHAT WE AS A VILLAGE WANT TO HAVE IN THE OVERALL BUILDING
9:47:19AM DESIGN, WE'VE COME UP WITH AN ESTIMATE OF ABOUT $650,000 OF
9:47:24AM ADDITIONAL COST THAT THEY CANNOT ABSORB IN THE OVERALL
9:47:30AM PROJECT COST.
9:47:30AM THE PROPOSAL YOU SEE IN FRONT OF YOU ALLOWS FOR US TO SHARE
9:47:33AM IN THAT WITH THE VILLAGE CONTRIBUTING HALF OF THAT PORTION
9:47:36AM AS PART OF OUR INVESTMENT, GAINING AN 8% RETURN ON OUR
9:47:40AM CAPITAL AS WE ARE WITH THE BALANCE OF THE INVESTMENT.
9:47:44AM EITHER TAKING THEIR HALF OUT OF CONTINGENCY OR SHIFTING IT
9:47:47AM FROM PROGRAMMING THAT WOULD NOT DETRACT FROM QUALITY AND
9:47:50AM DELIVERY OF THE PROGRAM FOR THE OTHER HALF.
9:47:52AM THE SECOND PORTION ALLOWS US TO DO A PHASED PERMITTING
9:47:58AM PROCESS.
9:47:59AM THEY HAVE ALREADY BEEN GIVEN THEIR SITE.
9:48:00AM THE SITE IS PAD READY FOR THEM TO BEGIN CONSTRUCTION.

9:48:04AM THEY ARE READY TO MOBILIZE.
9:48:05AM THEY HAVE A FOUNDATION PERMIT APPROVED BY THE VILLAGE
9:48:08AM ALREADY IN HAND.
9:48:09AM THE PROPOSED PROCESS IS TO ALLOW FOR PHASED PERMITTING
9:48:13AM PROCESS VERSUS US WAITING FOR THE ENTIRE, EVERY T CROSSED,
9:48:17AM EVERY I DOTTED SET OF PLANS BEFORE WE CAN ISSUE A FULL
9:48:22AM BUILDING PERMIT TO GO VERTICAL SO WE CAN MEET OUR OPENING
9:48:25AM TIME FRAME OF SEPTEMBER OF 2026. SO THOSE ARE THE TWO MAJOR
9:48:29AM COMPONENTS OF THE THIRD AMENDMENT.

9:48:32AM WITH YOUR APPROVAL TODAY, ASSUMING WE GET COUNCIL APPROVAL
9:48:35AM FOR THAT, WE ARE READY TO MAKE THE VILLAGE'S PORTION OF THAT
9:48:39AM INVESTMENT.
9:48:39AM THEY ARE READY TO MOBILIZE WITHIN TWO WEEKS TO MOVE ON-SITE,
9:48:43AM GET A TRAILER IN PLACE, SILT FENCES UP AND BEGIN READY TO
9:48:47AM MOBILIZED FOR SITE CONSTRUCTION UNDER THE FOUNDATION PERMIT
9:48:50AM WHILE THAT'S GOING ON, WE'LL HAVE SERIES OF TWO ADDITIONAL
9:48:54AM BUILDING PERMITS FOR THEM TO GO VERTICAL BY DECEMBER AT THE
9:48:57AM LATEST WITH THE ACTUAL BUILDING CONSTRUCTION AND SITE
9:49:01AM CONSTRUCTION AMENITIES AND ATHLETIC IMPROVEMENTS TO HAVE AN
9:49:05AM OPENING OF SEPTEMBER OF 2026.
9:49:09AM RIGHT NOW WE PENCILED IN AN OFFICIAL GROUNDBREAKING CEREMONY
9:49:15AM AT 3:00 ON NOVEMBER 14.
9:49:19AM CLERK SACCO HAS, AND WE'LL MAKE SURE COUNCIL IS FULLY AWARE
9:49:22AM OF, ASSUMING WE GET YOUR APPROVAL TODAY.
9:49:25AM I'M HAPPY TO ANSWER ANY QUESTIONS YOU MIGHT HAVE.

9:49:28AM >>Mayor Ribble: COUNCIL?
9:49:28AM JON.
9:49:30AM >>Jon McLain: ONE, I'M EXCITED ABOUT GETTING THIS THING
9:49:34AM UNDERWAY AND GETTING IT OPEN BY OCTOBER.
9:49:36AM WE'VE HAD MANY DATES THAT WE'VE LET SLIP BY.
9:49:39AM IT IS A COMPLEX PROJECT.
9:49:40AM I THINK MAKING THE CHANGES, THEY ARE EXPERTS ON THAT, I
9:49:44AM THINK ADDING PICKLEBALL INSIDE IS A GREAT AREA.
9:49:51AM I THINK THE OUTDOOR MINIATURE GOLF MIGHT BE A NICE
9:49:55AM IMPROVEMENT, TOO.
9:49:56AM THEY ARE THE EXPERTS.
9:49:57AM HOPE THEY MAKE A LOT OF MONEY ON IT BECAUSE WE'RE GOING TO
9:49:59AM SHARE IN THAT.
9:50:00AM SO I'M EXCITED ABOUT THAT PORTION.
9:50:03AM WHAT I'M NOT EXCITED ABOUT IS THAT HERE WE HAVE BEEN WORKING
9:50:08AM FOR SEVERAL YEARS WITH THIS COMPANY.
9:50:11AM I THINK WE HAVE A GOOD AGREEMENT.
9:50:13AM AT THE LAST MINUTE, WE'VE GOT A $650,000 BONUS WITH CHANGE
9:50:21AM IN THE FRONT.
9:50:23AM ANY PROJECTS GOING FORWARD, WE HAVE TO BE VERY CAREFUL THAT
9:50:25AM WE HAVE STRICT DESIGN FEATURES AND THERE IS A COST
9:50:30AM ASSOCIATED WITH THAT, MORE SO THAN BUILDING A BRICK WALL AND
9:50:35AM NON-ATTRACTIVE FUNCTION.
9:50:36AM I DON'T LIKE HAVING TO PAY FROM THE VILLAGE 325.
9:50:42AM I DO LIKE THE IDEA THAT WE'LL GET AN 8% RETURN ON THAT.

9:50:45AM THAT'S POSSIBLE.

9:50:51AM I THINK COUNCIL NEEDS TO LOOK VERY CAREFULLY HERE IN THE
9:50:53AM FUTURE.
9:50:54AM WHEN WE NEGOTIATE AND WE HAVE FOUR MORE SPOTS THAT WE HAVE
9:50:57AM TO BE CLEAR THAT WE'RE NOT GOING TO PARTICIPATE IN CAPITAL
9:51:01AM IMPROVEMENTS PRIOR TO OR AFTER BUILDING.
9:51:06AM THAT SHOULD BE THE DEVELOPER'S THING IN MY MIND.
9:51:09AM WE HAVE OTHER FOLKS THAT CAN COMMENT ON THAT.
9:51:12AM WHEN I LOOK AT THE AGREEMENT, THERE ARE TWO THINGS.
9:51:14AM ONE, WHEN DO WE PAY THE 325?
9:51:17AM I WOULD NOT LIKE TO PAY THAT IMMEDIATELY?
9:51:19AM IT SEEMS LIKE ALONG THE PROCESS, WHEN THEY HAVE THE
9:51:22AM BUILDINGS SET UP, THIS IS FOR THE ARCHITECTURAL DESIGN WHEN
9:51:26AM THE BUILDING IS UP, LET'S PAY THEM AT THAT POINT.
9:51:29AM I DIDN'T READ THIS MAYBE CLOSE ENOUGH, BUT IS THERE A TIME
9:51:33AM THAT THE 325 IS DUE TO THEM?
9:51:37AM >>Michael Comparato: NOT NECESSARILY THE 325, PER SE, BUT
9:51:40AM OUR PORTION OF OUR INVESTMENT, THE PUBLIC-PRIVATE
9:51:44AM PARTNERSHIP.
9:51:44AM UNDER THE ORIGINAL PUBLIC IMPROVEMENT AGREEMENT AND I'LL ASK
9:51:47AM THE VILLAGE ATTORNEY TO WEIGH IN IF I MISSPEAK.
9:51:49AM UNDER THE ORIGINAL PUBLIC IMPROVEMENT AGREEMENT, IT WAS
9:51:52AM DESIGNED FOR US TO MAKE OUR CAPITAL INVESTMENT INTO THAT
9:51:55AM PARTNERSHIP, 30 DAYS AFTER THE FULL BUILDING PERMIT.
9:51:58AM THAT WAS THE ANTICIPATION OF ONE BUILDING PERMIT FOR ALL OF

9:52:02AM CONSTRUCTION.
9:52:03AM NOW THAT WE ARE GOING TO A PHASED PERMITTING APPROACH TO
9:52:07AM ACCELERATE CONSTRUCTION START AND OPENING DATE, WE'RE
9:52:10AM COUNTING THE WAY THIS AMENDMENT IS CURRENTLY WRITTEN IS
9:52:13AM WE'RE COUNTING ON THE FOUNDATION PERMIT TO BE THE
9:52:15AM CONSTRUCTION PERMIT FOR THE START OF CONSTRUCTION.
9:52:19AM SO OUR INVESTMENT OF $6.5 MILLION WOULD BE DUE TODAY.
9:52:26AM >>Jon McLain: OKAY.
9:52:27AM IS THERE RISK ASSOCIATED WITH THAT KIND OF INVESTMENT?
9:52:33AM WE'VE SEEN OTHER PEOPLE START AND STOP MAYBE.
9:52:39AM IT SEEMS LIKE A LOT OF MONEY TO BE THROWN THERE.
9:52:42AM IF THAT IS THE AGREEMENT, THAT IS THE AGREEMENT.
9:52:44AM THE OTHER AREA I DON'T LIKE ABOUT THIS AGREEMENT, IT TALKS
9:52:48AM ABOUT HIGH 5 WILL REDIRECT $325,000 OF THE FUNDS THAT THEY
9:52:54AM ARE GOING TO CONTRIBUTE, CURRENTLY DIRECTED TOWARDS
9:52:58AM PICKLEBALL COURT COVERING TO FUND THE OTHER HALF OF THE
9:53:02AM ESTIMATED 650,000.
9:53:04AM ONE OF THE ATTRACTIVE THINGS I THINK FOR PICKLEBALL COURTS,
9:53:08AM THE OUTSIDE ONES, GREAT TO HAVE THEM INSIDE, IS THE

9:53:11AM COVERING.
9:53:11AM YOU AND I TALKED BRIEFLY, ARE THEY REMOVING ALL THE COVERING
9:53:15AM TO PAY THIS OR A FEW COURTS WON'T BE COVERED?
9:53:18AM WHAT IS THE STORY ON THAT?
9:53:20AM >>Michael Comparato: GREAT QUESTION AND WE DID GET
9:53:22AM CLARIFICATION BASED ON YOUR QUESTION, COUNCILMEMBER.

9:53:24AM THE $325,000 IS AN ESTIMATE OF COVERINGS OVER THREE
9:53:31AM PICKLEBALL COURTS.
9:53:32AM SO WHAT THEY HAVE DONE IS EACH OF THE THREE -- WE HAVE 15
9:53:35AM OUTDOOR COURTS.
9:53:37AM 6 INDOOR.
9:53:39AM EACH OF THE THREE SETS HAS A SINGLE COVERING OVER THE TOP OF
9:53:43AM IT.
9:53:43AM THE MAXIMUM THAT WOULD BE UNCOVERED TO MATCH THIS, IF WE GET
9:53:46AM THERE, IS THREE.
9:53:47AM SO WE WOULD ALWAYS HAVE AT LEAST 12 COVERED REGARDLESS.
9:53:51AM THEIR GOAL, AND WHERE THEY THINK THEY ARE RIGHT NOW IS THEY
9:53:53AM CAN COME OUT OF CONTINGENCY AND NOT AFFECT ANYTHING.
9:53:57AM EVEN IF IT DOES AFFECT A MAXIMUM OF THREE COURTS, IN THEIR
9:54:01AM OPINION, IT WOULD NOT AFFECT CAPACITY NOR WOULD IT AFFECT
9:54:04AM QUALITY OF REVENUE OR PROGRAM DELIVERY, IF THEY HAD TO GO TO
9:54:07AM THREE COURTS UNCOVERED.
9:54:09AM THEIR GOAL IS TO TAKE IT ALL OUT OF CONTINGENCY.
9:54:11AM >>Jon McLain: THAT'S CRITICAL.
9:54:12AM THE QUALITY OF THIS THAT WE'RE DELIVERING TO THE PUBLIC IS
9:54:15AM IMPACT THE RETURN WE GET ON THE PROJECT.
9:54:19AM >>Michael Comparato: ABSOLUTELY RIGHT.
9:54:20AM >>Jon McLain: THREE COURTS IS PROBABLY NOT A HUGE ITEM.
9:54:25AM ALL IN MY MIND WOULD HAVE BEEN A DROP-DEAD NO.
9:54:28AM >>Michael Comparato: SURE.
9:54:29AM UNDERSTOOD.

9:54:31AM >>Mayor Ribble: ANY OTHER COMMENTS?
9:54:32AM MADAM CLERK, WILL YOU PLEASE NOTE THAT COUNCILMAN WARD HAS
9:54:38AM JOINED THE MEETING.
9:54:39AM >>Carol Sacco: I'VE GOT IT.
9:54:41AM THANK YOU.
9:54:41AM >>Jim Ward: MY APOLOGIES.
9:54:43AM >>Mayor Ribble: SEEING NONE, IS THERE ANY PUBLIC COMMENT?
9:54:45AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
9:54:47AM >>Mayor Ribble: ALL RIGHT.
9:54:48AM IN THAT CASE, MAY I HAVE A MOTION, PLEASE?
9:54:50AM COUNCILMAN HUNT AND A SECOND, VICE-MAYOR.

9:54:55AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
9:54:59AM >>Jeff Hunt: AYE.
9:55:00AM >>Jon McLain: AYE.
9:55:02AM >>Lori Fayhee: AYE.
9:55:03AM >>Rafael Lopez: AYE.
9:55:04AM >>Jim Ward: AYE.
9:55:06AM >>Vice-Mayor Zalucki: AYE.
9:55:06AM >>Mayor Ribble: AYE.
9:55:09AM >>Michael Comparato: THANK YOU, COUNCIL.
9:55:12AM >>Mayor Ribble: ITEM 7A, FIRST READING OF THE ORDINANCE
9:55:15AM NUMBER 2025-11, CREATING A RIGHT-OF-WAY USE CODE.
9:55:21AM MADAM CLERK, WILL YOU PLEASE READ THE ORDINANCE?
9:55:23AM >>Carol Sacco: ORDINANCE 2025-11, AN ORDINANCE OF THE
9:55:26AM VILLAGE OF ESTERO, FLORIDA, CREATING A NEW CHAPTER 23 OF THE

9:55:30AM VILLAGE CODE CREATING RIGHT-OF-WAY USE REGULATIONS, MAKING
9:55:34AM RELATED FINDINGS, PROVIDING FOR SEVERABILITY, CODIFICATION
9:55:37AM AND AN EFFECTIVE DATE.
9:55:38AM >>Mayor Ribble: THANK YOU.
9:55:39AM STEVE, WOULD YOU INTRODUCE THIS?
9:55:40AM >>Steven Sarkozy: IS THANK YOU, MAYOR.
9:55:41AM MEMBERS OF COUNCIL.
9:55:43AM THIS IS A FIRST READING OF A NEW RIGHT-OF-WAY USE CODE.
9:55:48AM THE SECOND READING IS SCHEDULED FOR OCTOBER 15.
9:55:53AM I DON'T KNOW IF THE VILLAGE ATTORNEY WOULD WANT TO COMMENT
9:55:55AM ON THIS ONE BRIEFLY.
9:55:57AM >>Robert Eschenfelder: THANK YOU, MANAGER SARKOZY.
9:56:00AM IN WORKING WITH THE VILLAGE STAFF, YOU ALL KNOW FRANK
9:56:06AM CANNELLA.
9:56:07AM HE IS SORT OF OUR RIGHT-OF-WAY LEAD AND WORKING WITH HIM ON
9:56:13AM A DISPUTE IN THE RIGHT-OF-WAY WITH A UTILITY RECENTLY, I
9:56:18AM SAID, WELL, DOESN'T OUR CODE ADDRESS THIS?
9:56:22AM HE'S LIKE, WELL, I DON'T REALLY KNOW WHAT OUR CODE SAYS.
9:56:26AM I DON'T KNOW IF WE HAVE ONE.
9:56:27AM I LOOKED.
9:56:28AM AS IT TURNS OUT, SINCE WE BECAME A CITY, WE DID NOT CREATE A
9:56:32AM RIGHT-OF-WAY USE CODE.
9:56:35AM I THINK THAT STAFF JUST SORT OF ASSUMED THEY WOULD USE LEE
9:56:38AM COUNTY'S ADMINISTRATIVE MANUAL OR WHATEVER.
9:56:41AM BUT I HAD TO EXPLAIN THAT YOU CAN'T JUST USE SOME OTHER

9:56:46AM JURISDICTION'S MANUAL.
9:56:49AM WE HAVE TO HAVE OUR OWN RULES.
9:56:49AM THEY HAVE TO BE IN THE CODE TO BE ENFORCEABLE.

9:56:55AM TO BE ABLE TO TELL A UTILITY, YOU CAN DO THIS, YOU MUST DO
9:56:58AM THAT, YOU CAN'T DO THIS.
9:57:00AM AND SO I'VE WRITTEN A LOT OF THESE FOR OTHER CLIENTS.
9:57:03AM I PUT TOGETHER WHAT YOU HAVE IN FRONT OF YOU.
9:57:05AM THERE IS A LOT, IF YOU READ THROUGH IT, THAT THE LEGISLATURE
9:57:08AM HAS DONE IN THE PAST 10, 15 YEARS WITH RESPECT TO ESPECIALLY
9:57:14AM THE TELECOMMUNICATIONS INDUSTRY AND PLACING SOME LIMITS ON
9:57:17AM WHAT LOCAL GOVERNMENT CAN DO WITH RESPECT TO WHEN THOSE
9:57:22AM FOLKS COME INTO OUR RIGHT-OF-WAY.
9:57:23AM BUT STILL, AS YOU CAN SEE, THE CODE THAT YOU HAVE IN FRONT
9:57:28AM OF YOU THAT I DRAFTED SETS FORTH PERMITTING SCHEME WITH A
9:57:32AM LOT OF DETAIL, WHERE THE UTILITIES WILL HAVE TO COME IN AND
9:57:35AM PROVIDE THEIR INSURANCE AND ACKNOWLEDGMENT OF THINGS.
9:57:40AM THERE'S REPAIR OBLIGATIONS WHERE IF THEY DESTROY VILLAGE
9:57:44AM SIDEWALK OR AS THEY GO UP A STREET THEY RUIN A RESIDENCE'S
9:57:49AM DRIVEWAY, THEY ARE OBLIGATED TO REPAIR THOSE.
9:57:52AM PUTTING IN THE CODE GIVES US, THE VILLAGE TEETH, TO SAY YOU
9:57:57AM WILL DO THAT.
9:57:58AM THERE IS A REPAIR GUARANTEE, IF THEY HAVE TO DO SUCH
9:58:01AM REPAIRS, THAT THEY GUARANTEE THE REPAIRS FOR A YEAR.
9:58:05AM IF THEY DO IT BADLY AND FALLS APART, WE'LL MAKE THEM COME
9:58:08AM BACK AND DO IT AGAIN.

9:58:09AM THERE ARE REGULATIONS AROUND VEGETATION TRIMMING AND SO
9:58:13AM FORTH.
9:58:13AM WE IN THE VILLAGE CARE VERY MUCH ABOUT HOW OUR AESTHETICS,
9:58:19AM HOW WE LOOK AND WE WANT TO MAKE SURE, WE HAVE ALL SEEN
9:58:22AM INSTANCES WHERE UTILITIES GO IN AND BUTCHER THINGS
9:58:25AM UNNECESSARILY.
9:58:26AM SO THERE IS A NOTICE REQUIREMENT WHERE THEY HAVE TO LET US
9:58:30AM KNOW AT LEAST 24 HOURS IN ADVANCE TO GIVE US AN OPPORTUNITY
9:58:32AM TO ASK THEM, WHAT IS IT YOU INTEND TO DO?
9:58:34AM WHY DO IT?
9:58:35AM IS IT THE MINIMUM YOU NEED TO ACCOMPLISH THE PROTECTION OF
9:58:38AM YOUR FACILITIES AND SO FORTH?
9:58:40AM THERE ARE THEN A COUPLE OF OTHER DIVISIONS IN THE NEW CODE
9:58:46AM THAT DEAL WITH TELECOMMUNICATIONS AND THEN, FINALLY, THE
9:58:50AM MOST RECENT THING THE LEGISLATURE DID DEALS WITH SEPARATE
9:58:54AM REGULATIONS FOR SMALL AND MICROCELL TYPE OF FACILITIES AND
9:58:59AM THERE ARE DEADLINES THAT WE HAVE TO HAVE AND MEET IN
9:59:04AM PROCEDURES IN REVIEWING THOSE TYPE OF PERMIT APPLICATIONS.
9:59:07AM SETTING THOSE FORTH IN THE CODE LET'S BOTH THE INDUSTRY KNOW
9:59:11AM AND GIVES STAFF A READY PLACE TO LOOK TO UNDERSTAND WHAT ALL
9:59:14AM THE PROCESSES ARE.

9:59:15AM THAT'S THE OVERVIEW, UNLESS YOU HAVE ANY QUESTIONS.
9:59:18AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
9:59:21AM >>Jon McLain: DO WE NEED STATE APPROVAL ON THIS OR LEE
9:59:24AM COUNTY APPROVAL?

9:59:25AM >>Robert Eschenfelder: NO.
9:59:26AM IT'S OUR RIGHT-OF-WAY.
9:59:29AM WE MANAGE OUR RIGHT-OF-WAY.
9:59:31AM >>Jon McLain: THANK YOU.
9:59:32AM >>Mayor Ribble: IS THERE ANY PUBLIC COMMENT?
9:59:33AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
9:59:35AM >>Mayor Ribble: ALL RIGHT.
9:59:36AM MAY I HAVE A MOTION TO PASS THE FIRST READING OF ORDINANCE
9:59:40AM 2025-11 AND SCHEDULING THE SECOND READING FOR OCTOBER 15,
9:59:44AM 2025?
9:59:45AM >> SO MOVED.
9:59:46AM >>Mayor Ribble: COUNCILMAN LOPEZ AND A SECOND BY COUNCILMAN
9:59:51AM McLAIN.
9:59:52AM THANK YOU.
9:59:52AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
9:59:55AM >>Jim Ward: AYE.
9:59:56AM >>Rafael Lopez: AYE.
9:59:58AM >>Lori Fayhee: AYE.
10:00:00AM >>Jon McLain: AYE.
10:00:00AM >>Jeff Hunt: AYE.
10:00:02AM >>Vice-Mayor Zalucki: AYE.
10:00:02AM >>Mayor Ribble: AYE.
10:00:04AM ITEM 7B, THE FIRST READING OF ORDINANCE NUMBER 2025-12
10:00:11AM REPEALING ORDINANCE 2015-13 RELATED TO THE DEVELOPMENT
10:00:16AM APPLICATION EXPENSE COST RECOVERY.

10:00:20AM MADAM CLERK, WILL YOU PLEASE READ THE ORDINANCE?
10:00:22AM >>Carol Sacco: ORDINANCE 2025-12, AN ORDINANCE OF THE
10:00:25AM VILLAGE OF ESTERO, FLORIDA, REPEALING ORDINANCE 2015-13
10:00:29AM RELATED TO DEVELOPMENT APPLICATION EXPENSE COST RECOVERY,
10:00:32AM MAKING RELATED FINDINGS, PROVIDING FOR SEVERABILITY,
10:00:35AM CODIFICATION, AND FOR AN EFFECTIVE DATE.
10:00:37AM >>Mayor Ribble: THANK YOU.
10:00:38AM STEVE, WOULD YOU INTRODUCE THIS?
10:00:40AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
10:00:42AM COUNCIL.
10:00:42AM THIS IS THE FIRST READING.
10:00:43AM SECOND READING FOR THE PROPOSED ORDINANCE IS OCTOBER 15, AS
10:00:47AM WAS MENTIONED.

10:00:48AM I'LL TURN THIS OVER TO THE VILLAGE ATTORNEY FOR A BRIEF
10:00:52AM DESCRIPTION.
10:00:53AM >>Robert Eschenfelder: MAYOR AND COUNCIL, BACK WHEN THE
10:00:56AM VILLAGE FIRST INCORPORATED, FOR SOME REASON YOU DID IT BY
10:01:00AM ORDINANCE BUT IT WAS FELT, I'M TOLD BY DIRECTOR GIBBS WHO
10:01:04AM WAS HERE AT THE TIME, IT WAS FELT BY THE COUNCIL THAT FOR
10:01:09AM COMPLEX DEVELOPMENT APPLICATIONS THAT COME IN THAT WILL
10:01:11AM REQUIRE AN EXORBITANT AMOUNT OF RESOURCES TO REVIEW, THAT
10:01:16AM THERE BE SOME MECHANISM IN PLACE TO ALLOW THE VILLAGE TO
10:01:19AM RECOVER THOSE EXTRAORDINARY COSTS OVER AND ABOVE THE
10:01:22AM STANDARD PERMIT FEES THAT YOU HAVE.
10:01:24AM AND THAT'S ALL WELL AND GOOD AND A LOT OF JURISDICTIONS DO A

10:01:27AM SIMILAR THING.
10:01:29AM BUT MY COUNSEL TO ALL MY CLIENTS AND PRETTY MUCH THE
10:01:33AM STANDARD IS YOU DON'T DO THESE THINGS THROUGH ORDINANCE.
10:01:35AM RECENTLY YOU ALL APPROVED NEW FEE SCHEDULES FOR BOTH THE
10:01:39AM BUILDING AND PERMITTING AND DEVELOPMENT WHICH INCLUDED A
10:01:43AM COST RECOVERY COMPONENT.
10:01:44AM THAT MAKES THIS PROVISION REDUNDANT AND, IN FACT, DIRECTOR
10:01:49AM GIBBS HAS TOLD ME WE DON'T EVEN REALLY DO IT THIS WAY
10:01:53AM ANYMORE.
10:01:54AM WE DIDN'T REMEMBER THIS ORDINANCE EXISTED UNTIL WE WERE
10:01:58AM DOING THE FEE PROJECT AND WE RESEARCHED WHAT MIGHT NEED TO
10:02:00AM BE REPEALED.
10:02:01AM SO THE CONCEPT OF COST RECOVERY IS IN THE VILLAGE RESOLUTION
10:02:07AM THAT YOU ALL HAVE PASSED.
10:02:08AM DIRECTOR GIBBS DOES HAVE IT AS A TOOL.
10:02:10AM SO THIS STRAY ORDINANCE DOES NOT NEED TO EXIST ANYMORE AND
10:02:14AM NEEDS TO GO AWAY.
10:02:17AM >>Mayor Ribble: ANY QUESTIONS?
10:02:18AM ANY PUBLIC COMMENT?
10:02:19AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
10:02:21AM >>Mayor Ribble: MAY I HAVE A MOTION?
10:02:22AM VICE-MAYOR AND COUNCILMAN McLAIN.
10:02:26AM COULD YOU PLEASE CALL THE ROLL?
10:02:30AM >>Jeff Hunt: AYE.
10:02:31AM >>Jon McLain: AYE.

10:02:32AM >>Lori Fayhee: AYE.
10:02:34AM >>Rafael Lopez: AYE.
10:02:35AM >>Jim Ward: AYE.
10:02:37AM >>Vice-Mayor Zalucki: AYE.
10:02:37AM >>Mayor Ribble: AYE.

10:02:38AM AGENDA ITEM 8A, THE SECOND READING OF ORDINANCE 2025-10,
10:02:46AM APPROVING AN UPDATE TO THE CAPITAL IMPROVEMENT ELEMENT WHICH
10:02:51AM ALSO INCLUDES CAPITAL IMPROVEMENT PROGRAM APPROVAL FOR
10:02:54AM FISCAL 2025-2026.
10:02:57AM MADAM CLERK, WOULD YOU PLEASE READ THE ORDINANCE?
10:03:00AM >>Carol Sacco: FOR THE RECORD, THE ORDINANCE HAS BEEN
10:03:01AM PROPERLY ADVERTISED.
10:03:02AM YES, I WILL READ IT.
10:03:03AM ORDINANCE NUMBER 2025-10, AN ORDINANCE OF THE VILLAGE
10:03:07AM COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING UPDATES
10:03:10AM TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE CAPITAL
10:03:13AM IMPROVEMENT SCHEDULE FOR FISCAL YEAR 2025/2026 AND ADOPT THE
10:03:17AM MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL IMPROVEMENT
10:03:20AM PLAN, PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY,
10:03:22AM AND PROVIDING FOR AN EFFECTIVE DATE.
10:03:24AM >>Mayor Ribble: THANK YOU.
10:03:25AM STEVE?
10:03:26AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR.
10:03:27AM MEMBERS OF COUNCIL, THIS PROPOSED ORDINANCE, WHICH IS
10:03:31AM PRESENTED HERE IN SECOND READING FOR FINAL ADOPTION,

10:03:36AM INCLUDES THE SCHOOL DISTRICT ITEMS.
10:03:39AM I'LL TURN IT OVER TO MARY TO DESCRIBE THE PROCESS HERE AND
10:03:43AM THE REQUIREMENT THAT IS BEFORE US.
10:03:45AM >>Mary Gibbs: GOOD MORNING, COUNCIL.
10:03:48AM THIS IS A REQUIREMENT OF STATE LAW NOW THAT WHEN YOU ADOPT
10:03:50AM YOUR CAPITAL IMPROVEMENTS PROGRAM, WHICH WE DID BACK IN, I
10:03:53AM THINK, JUNE OR JULY, THAT WE HAVE TO REFERENCE IT IN LIEU OF
10:03:59AM CHANGING OUR COMPREHENSIVE PLAN.
10:04:00AM SO EVERY YEAR WE DO AN UPDATE ORDINANCE THAT SAYS WE HAVE
10:04:04AM ADOPTED OUR CIP AND THEREFORE IT IS INCORPORATED INTO THE
10:04:08AM COMPREHENSIVE PLAN.
10:04:08AM IT KEEPS US FROM HAVING TO DO A LONG COMPREHENSIVE PLAN
10:04:11AM AMENDMENT PROCESS.
10:04:13AM THEN THE STATE LAW ALSO SAYS FOR SOME REASON YOU HAVE TO
10:04:15AM INCLUDE THE SCHOOL DISTRICT'S WORK PLAN AS WELL ALONG WITH
10:04:19AM YOUR OWN C.I.P.
10:04:22AM EVEN THOUGH WE CAN'T DO ANYTHING, THE SCHOOL DISTRICT DOES
10:04:24AM ITS OWN WORK PLAN, SO WE'RE INCORPORATING OUR CIP AND THE
10:04:28AM SCHOOL DISTRICT WORK PLAN INTO AN ORDINANCE SO WE CAN TELL
10:04:31AM THE STATE WE'VE MET THE REQUIREMENTS.
10:04:33AM IT'S A LITTLE BIT PERFUNCTORY.
10:04:36AM INTERESTINGLY, THE SCHOOL DISTRICT'S WORK PLAN, THEY NOW DO
10:04:39AM A 10-YEAR C.I.P.

10:04:41AM WHEN WE GOT THE LATEST WORK PLAN, IT COVERS TEN YEARS.
10:04:44AM I THOUGHT THAT WAS SOMEWHAT INTERESTING.

10:04:46AM THEN AGAIN, THIS IS THE SECOND READING.
10:04:48AM THE FIRST READING, THERE WERE NO COMMENTS.
10:04:50AM IT'S SOMEWHAT PERFUNCTORY.
10:04:52AM >>Mayor Ribble: THANK YOU, MARY.
10:04:54AM ANY COMMENTS FROM COUNCIL?
10:04:55AM IN THAT CASE, COULD I HAVE A MOTION FOR ORDINANCE NUMBER
10:04:58AM 2025-10?
10:04:59AM JEFF HUNT AND JIM WARD.
10:05:04AM I'M SORRY.
10:05:04AM >>Carol Sacco: FOR THE RECORD, THERE IS NO PUBLIC COMMENT OR
10:05:06AM E-COMMENTS.
10:05:07AM >>Mayor Ribble: THANK YOU, MADAM CLERK.
10:05:08AM JEFF HUNT MADE THE MOTION AND JIM WARD SECONDED.
10:05:13AM WOULD YOU PLEASE CALL THE ROLL?
10:05:17AM >>Jim Ward: AYE.
10:05:19AM >>Rafael Lopez: AYE.
10:05:20AM >>Lori Fayhee: AYE.
10:05:22AM >>Jon McLain: AYE.
10:05:24AM >>Jeff Hunt: AYE.
10:05:24AM >>Vice-Mayor Zalucki: AYE.
10:05:26AM >>Mayor Ribble: AYE.
10:05:27AM ALL RIGHT.
10:05:28AM THANK YOU VERY MUCH.
10:05:28AM THAT BRINGS US TO COUNCIL COMMUNICATIONS.
10:05:30AM DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?

10:05:34AM VICE-MAYOR.
10:05:37AM >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
10:05:38AM WE HAD A PRESENTATION FROM A COUPLE OF LADIES EARLIER THIS
10:05:41AM MORNING REGARDING THE BANNERS AT ESTERO HIGH SCHOOL.
10:05:45AM THIS IS KIND OF NEWS TO ME.
10:05:47AM I KNOW THAT WE HAVE AN ORDINANCE REGARDING SIGNS IN THE
10:05:50AM VILLAGE.
10:05:51AM I'M JUST WONDERING IF PERHAPS MARY CAN COMMENT OR ROB, OUR
10:05:56AM VILLAGE ATTORNEY, AS TO HOW THAT INTEGRATES INTO THE HIGH
10:05:58AM SCHOOL BANNER SCOPE SO I HAVE A BETTER UNDERSTANDING OF WHAT
10:06:01AM SHE'S ASKING FOR AND WHAT WE CAN PERHAPS CONSIDER AN
10:06:08AM ACCOMMODATION.
10:06:14AM >>Mary Gibbs: I HAVE TO PLEAD IGNORANCE ON THIS.
10:06:16AM WHEN I HEARD THEM TALK ABOUT THE BANNERS, I WASN'T EVEN SURE
10:06:20AM WHAT THEY WERE TALKING ABOUT.

10:06:21AM LET US GO BACK AND LOOK AT THAT AND SEE WHAT -- I DON'T KNOW
10:06:26AM IF THERE'S -- NEVER MIND.
10:06:29AM >>Steven Sarkozy: IF I MAY INTERJECT HERE, A LOT OF HIGH
10:06:35AM SCHOOLS ALLOW BANNERS ALL OVER THE PLACE ON THE ATHLETIC
10:06:39AM FACILITIES.
10:06:40AM WE'VE TAKEN THE APPROACH THAT WE'RE DOING A LOT OF WORK HERE
10:06:45AM AND SPENDING A LOT OF MONEY.
10:06:47AM AND RATHER THAN SCHLOCK IT UP WITH ANY KIND OF BANNER, JUST
10:06:52AM SAY NO.
10:06:52AM THIS HOWEVER IS A DIFFERENT SITUATION.

10:06:55AM IT IS A SHORT-TERM BANNER.
10:06:58AM FRANKLY, I DON'T KNOW THAT ANYONE CONSIDERED THE NATURE OF
10:07:05AM THIS KIND OF REQUEST.
10:07:07AM AS YOU STEP BACK AND LOOK AT THE SPORTS PARK IN GENERAL,
10:07:15AM WE'RE PUTTING THIS WHOLE PACKAGE TOGETHER IN A WAY THAT
10:07:19AM PROVIDES FUNDING FOR THE WHOLE MAINTENANCE AND UPKEEP OF THE
10:07:24AM FACILITY SO THAT WE'RE NOT OUT NICKELING AND DIMING ASKING
10:07:30AM COMPANIES FOR SUPPORT AND WHATNOT.
10:07:32AM THERE ARE OTHER WAYS THAT THE SCHOOL CAN MOBILIZE THAT KIND
10:07:36AM OF FUNDING FROM BUSINESSES FOR THEIR PROGRAMS AND WHATNOT
10:07:40AM AND MAKE EVEN MORE MONEY RATHER THAN BANNERS.
10:07:42AM BUT THIS ONE, WITH COUNCIL APPROVAL, I THINK IT MAKES TOTAL
10:07:47AM SENSE THAT WE ALLOW.
10:07:50AM IT'S A SHORT-TERM THING.
10:07:52AM IT'S RECOGNITION FOR THE SENIORS.
10:07:57AM IT DOESN'T LAST A LONG PERIOD OF TIME.
10:08:00AM IF YOU'RE WILLING, WE COULD REACH OUT TO THEM AND SAY,
10:08:05AM GREAT, THIS IS ONE OF THOSE EXCEPTIONS.
10:08:07AM >>Mayor Ribble: I AGREE.
10:08:08AM I THINK THIS WOULD BE VERY GOOD TO ALLOW THIS, ESPECIALLY
10:08:13AM FOR THE RECOGNITION OF SENIORS.
10:08:15AM I HAVE PICTURES OF WHAT THEY DO AT OTHER HIGH SCHOOLS, IF
10:08:18AM ANYBODY WOULD LIKE TO SEE THEM AFTERWARD.
10:08:21AM THEY ARE VERY WELL DONE.
10:08:22AM VERY NEAT.

10:08:23AM THEY ALL MATCH.
10:08:25AM I THINK IT'S A GREAT WAY FOR A SCHOOL TO HONOR THEIR
10:08:27AM SENIORS.
10:08:29AM >>Jon McLain: I WOULD AGREE WITH THAT, TOO, BUT I DO THINK
10:08:31AM WE MAYBE NEED TO HAVE A WRITTEN AGREEMENT THAT SAYS THE
10:08:34AM DURATION OF THE SIGNS BEING UP.
10:08:36AM I THINK THEY MENTIONED ONE DAY.

10:08:38AM I'M OKAY --
10:08:39AM >>Mayor Ribble: IT'S USUALLY FOR THE FOOTBALL SEASON.
10:08:44AM IT'S TEN GAMES.
10:08:45AM >>Jon McLain: THAT'S NOT WHAT THEY ARE ASKING FOR, THOUGH.
10:08:47AM >>Mayor Ribble: I'M JUST SAYING, IN FUTURE YEARS, WE MAY
10:08:50AM WANT TO DO IT AS YOU SAY, JON, BUT WHAT THEY ARE ASKING FOR
10:08:55AM IS TO CONTINUE THIS IN THE FUTURE.
10:08:58AM IT'S UP FOR THE FOOTBALL SEASON.
10:09:01AM >>Rafael Lopez: DID SAY AT A MINIMUM CAREER DAY, BUT USUALLY
10:09:04AM FOR THE FOOTBALL SEASON WHICH RUNS FROM AUGUST TILL
10:09:07AM DECEMBER.
10:09:07AM SOMETHING LIKE THAT.
10:09:09AM >>Robert Eschenfelder: THE ISSUE, MAYOR AND COMMISSIONERS,
10:09:10AM IN ADDITION TO THE AESTHETIC QUALITY ISSUE THAT THE MANAGER
10:09:16AM RAISES BECAUSE I TOO HAVE SEEN, WE HAVE ALL SEEN A LOT OF
10:09:21AM BANNERS AND WE HAVE SEEN WHERE THOSE BANNERS HAVE NOT BEEN
10:09:25AM CARED FOR AND THEY ARE JUNKY.
10:09:27AM ON MY END OF THE DAIS, THERE IS ALSO A FIRST AMENDMENT ISSUE

10:09:31AM AND ACTUALLY LITIGATION OVER THESE KIND OF THINGS UNDER THE
10:09:34AM FIRST AMENDMENT.
10:09:35AM BECAUSE IF YOU ALLOW THIS BANNER, YOU HAVE TO ALLOW OTHER
10:09:38AM BANNERS.
10:09:38AM THEN WE GET INTO BANNERS THAT HAVE MESSAGES THAT WE DON'T
10:09:42AM NECESSARILY WISH OUR YOUNG PEOPLE TO HAVE TO BE SEEING THAT
10:09:48AM CREATE CONTENTION AND CONTROVERSY IN THE COMMUNITY WHEN WE
10:09:51AM ARE ALL SUPPOSED TO BE HERE FOR A FOOTBALL GAME.
10:09:55AM AS I THINK I'VE INDICATED EARLIER, MR. COMPARATO AND HIS
10:10:01AM TEAM ARE WORKING WITH ME ON -- I'M MOSTLY DOING A NEW CODE,
10:10:08AM AND THEY IN CONJUNCTION ARE DOING OPERATIONAL RULES FOR THE
10:10:12AM WHOLE COMPLEX, WHICH WOULD INCLUDE THIS FACILITY.
10:10:15AM I THINK CERTAINLY FOR THE LIMITED PURPOSE THAT WAS DISCUSSED
10:10:19AM HERE TODAY, THAT'S FINE.
10:10:23AM AND WE DON'T HAVE TO DEAL WITH IT IN TERMS OF WHAT THE
10:10:25AM CONTENT OF THE SIGN IS.
10:10:27AM IT'S JUST FOR THIS DAY, YOU CAN PUT BANNERS UP.
10:10:31AM THEY JUST HAVE TO BE DOWN THE NEXT DAY.
10:10:34AM AND JUST GIVE US THE OPPORTUNITY TO COME FORWARD WITH THE
10:10:37AM NEW ORDINANCE AND THE ACCOMPANYING REGULATIONS AND WE CAN
10:10:41AM TALK ONCE WE SEE STUFF ON PAPER.
10:10:43AM I THINK IF WE DO HAVE ANY BANNERS, THEN CERTAINLY WE'LL WANT
10:10:48AM SOME QUALITY CONTROL OF WHAT THEY ARE MADE OF AND A
10:10:51AM CONSISTENT LOOK AND SO ON AND SO FORTH.
10:10:53AM BUT THEN ALSO WE NEED TO BE VERY CAREFUL ABOUT NOT GETTING

10:10:57AM INTO A FIRST AMENDMENT SITUATION.
10:10:59AM AS YOU KNOW, PEOPLE TRY TO USE THE SCHOOL SETTING TO PUSH
10:11:05AM POLITICAL ISSUES MORE AND MORE.
10:11:06AM >>Mayor Ribble: YOU ARE SUGGESTING WE ALLOW THE ONE-DAY USE.
10:11:08AM >>Robert Eschenfelder: THIS IS FINE.
10:11:11AM YEAH, IT ABSOLUTELY IS.
10:11:12AM I TOTALLY AGREE WITH THE MANAGER.
10:11:13AM THIS ONE DAY, LET IT HAPPEN.
10:11:16AM AND WE WILL SOON BE BRINGING FORWARD THE REGULATIONS AND
10:11:19AM DEAL WITH THE BROADER QUESTION.
10:11:20AM >>Mayor Ribble: CAN WE DO THIS BY CONSENSUS?
10:11:23AM >>Robert Eschenfelder: IT'S NOT EVEN A SPECIFIC THING IN THE
10:11:27AM USE AGREEMENT.
10:11:28AM YOUR CONSENSUS TO THE MANAGER, HE'LL GO AHEAD AND
10:11:31AM COMMUNICATE WITH THE SCHOOL AND MAKE IT HAPPEN.
10:11:33AM >>Mayor Ribble: VICE-MAYOR, YOU HAVE A COMMENT.
10:11:34AM >>Vice-Mayor Zalucki: YEAH, I WANTED TO KNOW, THEY DIDN'T
10:11:37AM REALLY CLARIFY WHERE THEY WANTED THE BANNERS TO BE
10:11:39AM DISPLAYED.
10:11:40AM SO IF THEY ARE INTERNAL TO THE CAMPUS, IT HAS MINIMAL
10:11:44AM IMPACT.
10:11:44AM THAT'S WHY I'M NOT SURE.
10:11:46AM ROB, TO YOUR POINT, IF IT'S ON THE STREET OR ON FENCING, WE
10:11:49AM HAVE SEEN THEM ON FENCING IN SCHOOLS, NOT IN THE VILLAGE OF
10:11:52AM ESTERO, IT IS A LITTLE BIT OF AN EYESORE, LET'S PUT IT THAT

10:11:56AM WAY.
10:11:56AM THEY ARE ASKING FOR SPONSOR BANNERS, ET CETERA.
10:12:00AM SENIOR DAY, I SUPPORT IT BUT ALSO ENCOURAGE THE VILLAGE TO
10:12:04AM LOOK WHERE THEY ACTUALLY WANT TO DISPLAY THE BANNERS BECAUSE
10:12:08AM IT COULD HAVE VERY LITTLE IMPACT ON WHAT OUR PUBLIC SEES.
10:12:13AM >>Robert Eschenfelder: I TOTALLY UNDERSTAND THAT.
10:12:14AM THE ISSUE IS, IS IT ON OUR PROPERTY OR IS IT NOT?
10:12:16AM IF IT IS NOT ON OUR PROPERTY AND IT'S ON ESTERO HIGH
10:12:20AM NON-LEASED PROPERTY, THE SCHOOL COULD DO WHATEVER IT WANTS.
10:12:23AM IT'S NOT OUR PROPERTY.
10:12:24AM WHAT I'M UNDERSTANDING IS THEY WANT IT TO BE ON OUR LEASED
10:12:26AM PROPERTY.
10:12:26AM SO, THEREFORE, IT IS A DECISION THAT WE HAVE TO PARTICIPATE
10:12:29AM IN BECAUSE IF WE GET SUED, WE'RE GOING TO GET SUED BECAUSE
10:12:34AM IT'S OUR PROPERTY.
10:12:35AM BUT THE MANAGER WILL WORK OUT WHERE IT'S GOING TO BE PLACED
10:12:40AM AND SO ON AND SO FORTH.

10:12:43AM >>Jon McLain: WE DO HAVE AN ORDINANCE THAT SAYS YOU CAN'T
10:12:46AM ARBITRARILY PUT SIGNS.
10:12:48AM SO WE'LL KEEP THAT IN FORCE.
10:12:52AM MAKE AN EXCEPTION ONE DAY AND WHERE IS IT GOING TO BE
10:12:54AM LOCATED?
10:12:55AM I AGREE WITH GEORGE THAT I'VE SEEN SOME OF THE SCHOOLS --
10:12:59AM WE'RE TALKING ABOUT RECOGNITION OF STUDENT-TYPE SIGNS.
10:13:03AM WE'RE NOT TALKING ABOUT BUSINESSES SUPPORTING THE SCHOOL.

10:13:06AM I THINK THAT WOULD BE A LONG DISCUSSION WE'D HAVE TO HAVE.
10:13:15AM >>Mayor Ribble: WE HAVE A CONSENSUS, YES, FOR THE ONE-DAY
10:13:18AM ALLOWANCE?
10:13:19AM ALL RIGHT, STEVE.
10:13:20AM LET THEM KNOW.
10:13:21AM ANY OTHER COUNCIL COMMENTS?
10:13:24AM >>Jim Ward: JUST MY APOLOGIES FOR MY LATE ARRIVAL.
10:13:26AM >>Mayor Ribble: I WOULD LIKE TO LET EVERYBODY KNOW -- AND I
10:13:30AM WILL GET THIS TO THE CLERK AND TO MARILYN -- THAT THE LEE
10:13:33AM COUNTY LONG-RANGE TRANSPORTATION PLAN IS HOLDING A WORKSHOP
10:13:37AM FOR OCTOBER 7 FROM 5 TO 7 P.M. AT THE NORTH FORT MYERS
10:13:44AM PUBLIC LIBRARY.
10:13:44AM I KNOW A LOT OF OUR CONSTITUENTS ARE HOPING TO HEAR
10:13:48AM SOMETHING ABOUT THE NOISE -- WHAT THEY ARE GOING TO DO ABOUT
10:13:51AM THE NOISE ON THE CONSTRUCTION ON 75.
10:13:55AM ALSO TOMORROW, LOOK FOR AN ARTICLE IN THE NAPLES DAILY NEWS
10:14:00AM BY KYLE FOSTER ABOUT THE VILLAGE OF ESTERO, WHICH MENTIONS
10:14:06AM MARY GIBBS PROMINENTLY.
10:14:09AM >> AND YOURSELF, MAYOR.
10:14:10AM >>Mayor Ribble: LOOK FOR THAT TOMORROW.
10:14:12AM ANYTHING ELSE?
10:14:13AM >>Rafael Lopez: MAYOR, IF I CAN, AS YOU KNOW, NOVEMBER 8 IS
10:14:17AM OUR VETERANS DAY EVENT THAT WE'RE HOLDING AT ESTERO
10:14:21AM COMMUNITY PARK FROM 10 A.M. TO 12 P.M.
10:14:24AM AND THE LAST THREE YEARS THAT I'VE BEEN INVOLVED, WE HAVE

10:14:28AM TRIED TO INCLUDE MORE OF THE YOUTH IN THE COMMUNITY TO
10:14:32AM PARTICIPATE.
10:14:33AM THIS YEAR, EVERY YEAR WE'VE ALWAYS HAD THE JROTC PRESENT THE
10:14:38AM COLORS AND THINGS LIKE THAT.
10:14:39AM THIS YEAR, WE'RE DOING SOMETHING A LITTLE BIT DIFFERENT.
10:14:42AM WE'RE HAVING THE ESTERO HIGH SCHOOL BAND PERFORMING TWO OF
10:14:45AM THE SONGS.
10:14:47AM LIKE THE NATIONAL ANTHEM, IT WILL BE MAYBE GOD BLESS
10:14:49AM AMERICA, ONE OF THOSE SONGS.

10:14:51AM THEY ARE HEAVILY INVOLVED.
10:14:53AM AND I'VE BEEN WORKING WITH THE PRINCIPAL TO GET VOLUNTEERS
10:14:57AM FROM THE HIGH SCHOOL TO HELP US TO SET UP AND TO CLEAN UP
10:15:01AM AFTERWARDS.
10:15:01AM AS YOU KNOW, WE'RE VOLUNTEER ORIENTED AND EVERYTHING WORKS
10:15:05AM ON VOLUNTEERS.
10:15:07AM IN SAYING THAT, THE ESTERO HIGH SCHOOL IS CREATING A POLO
10:15:13AM SHIRT FOR THE VOLUNTEERS THAT WILL HAVE A LOGO THAT SAYS
10:15:17AM ESTERO HIGH SCHOOL COMMUNITY AMBASSADOR.
10:15:22AM AND I DON'T KNOW WHAT THE COST OF THAT WOULD BE, BUT I WOULD
10:15:24AM LIKE TO -- AND THEN THE OTHER THING IS THAT WE JUST FOUND
10:15:30AM OUT THAT WALMART IS DONATING ALL THE HOT DOGS, ALL THE BUNS,
10:15:36AM ALL THE COOKIES -- NOT THE COOKIES BUT THE CHIPS FOR THE
10:15:39AM EVENT WHICH IS A MAJOR COST THAT WE'RE NOT INCURRING NOW.
10:15:43AM SO IF POSSIBLE, I WOULD LIKE PERMISSION FOR CAROL AND I TO
10:15:49AM LOOK INTO HOW MUCH THE COST OF THESE POLO SHIRTS WOULD BE,

10:15:53AM NOT TO COVER THE WHOLE COST, BUT TO ASSIST THE HIGH SCHOOL
10:15:56AM IN PRODUCING THOSE SHIRTS.
10:15:59AM THE STUDENTS WOULD BE VOLUNTEERING IN OUR EVENT AND OTHER
10:16:03AM EVENTS, AND THEY WOULD LOOK MORE PROFESSIONAL.
10:16:05AM THEY WOULD LOOK -- THEY WON'T BE COMING UP IN T-SHIRTS AND
10:16:09AM STUFF LIKE THAT.
10:16:09AM IF I CAN -- ANYWAY, IF I CAN GET AN APPROVAL FOR THAT.
10:16:17AM >>Vice-Mayor Zalucki: THANK YOU, RAFAEL.
10:16:19AM I SUPPORT SOMETHING LIKE THAT.
10:16:21AM I THINK WE ALLOCATED A BUDGET TOWARDS THIS EVENT.
10:16:25AM I THINK IF IT FALLS WITHIN THE BUDGET, I'M COMFORTABLE WITH
10:16:28AM THAT BECAUSE WE ALL APPROVED A BUDGET.
10:16:30AM AS LONG AS WE STICK TO THE BUDGET, IF WALMART IS PICKING UP
10:16:33AM THE HOT DOGS, CHIPS AND BUNS AND SOME LEFTOVER FUNDS, I
10:16:37AM WOULD SUPPORT OFFERING THE SHIRTS.
10:16:40AM >>Jon McLain: POLO SHIRTS RATHER THAN T-SHIRTS.
10:16:43AM >>Rafael Lopez: YES, POLO SHIRTS.
10:16:45AM LOOKS A LITTLE MORE WITH THE COLLAR.
10:16:47AM >>Jon McLain: WITH VOLUNTEERS, PREVIOUS EVENTS WHEN WE FIRST
10:16:49AM STARTED DOING THIS, MAKE SURE WE HAVE SOMEBODY WHO CAN
10:16:53AM MANAGE THE VOLUNTEERS.
10:16:54AM I THINK CAROL AND I KNOW THE FIRST YEAR OR TWO, WE GOT A LOT
10:16:57AM OF VOLUNTEERS, COULDN'T GET THEM MANAGED.
10:17:01AM SOMEBODY SHOULD MANAGE THEM.
10:17:04AM >>Rafael Lopez: THANKS, JON.

10:17:05AM >>Mayor Ribble: ANYTHING ELSE?

10:17:06AM GO AHEAD.
10:17:07AM >>Jon McLain: I WANT TO MAKE SURE THAT EVERYBODY WAS AWARE,
10:17:10AM YESTERDAY I FOUND OUT THERE IS A COMPANY CALLED LIVE WILDLY
10:17:17AM -- LIVE WILDLY.COM.
10:17:19AM I DON'T KNOW A WHOLE LOT ABOUT THEM OTHER THAN THEY WANT TO
10:17:23AM PHOTOGRAPH WILDLIFE AND TALK ABOUT FROM COLLIER, BONITA
10:17:30AM SPRINGS AND ESTERO, DO SOME PHOTOGRAPHY, SOME VIDEOS OF THAT
10:17:37AM AREA.
10:17:38AM IT CAN ALSO THEN HELP US I THINK IN THE BERT MOVEMENT TO
10:17:41AM SAY, HEY, BECAUSE THIS IS GOING TO BE, NOT ABOUT BUILDINGS.
10:17:44AM IT'S KIND OF ABOUT WILDLIFE.
10:17:47AM STEVE OUGHT TO MAKE SURE IT'S OKAY.
10:17:51AM I'VE ALREADY CONTACTED THE ESTERO RIVER OUTFITTERS TO HAVE
10:17:57AM SOME KAYAKS AVAILABLE FOR THEM TO MAYBE GO UNDER THE 41
10:18:01AM FREEWAY, FILM THAT.
10:18:03AM BUT OUR PORTION -- PUTTING THE BRIDGE IN, I'M NOT SURE IF
10:18:08AM THAT WOULD BE AVAILABLE FOR WALKING.
10:18:10AM THIS IS ON MONDAY OF NEXT WEEK.
10:18:13AM PROBABLY BETWEEN 2 AND 4.
10:18:15AM BUT I THINK IT'S A GREAT OPPORTUNITY TO GET A SEGMENT OF
10:18:18AM THAT DISPLAYING WHAT ARE THE ACTIVITIES THAT WE HAVE NOW AND
10:18:22AM COMING TO THE VILLAGE OF ESTERO.
10:18:27AM I'VE SAID, YEAH, I'LL GO TO COUNCIL AND MAKE SURE THERE'S NO
10:18:30AM DISAGREEMENT IN HAVING THIS FILMED.

10:18:33AM I DON'T HAVE THE FULL AGENDA, BUT I THINK IT'S A GOOD
10:18:37AM OPPORTUNITY FOR US TO DO THAT.
10:18:38AM COUNCIL HAVE ANY COMMENTS OR CONCERNS ABOUT THAT?
10:18:41AM >>Jeff Hunt: THE PROJECT IS IN DEVELOPMENT FILMING IT UNDER
10:18:45AM CONSTRUCTION COULD POTENTIALLY RESULT IN MISCOMMUNICATION
10:18:49AM AND/OR MISUNDERSTANDING AS TO WHAT'S GOING ON.
10:18:52AM I'M A LITTLE NERVOUS ABOUT FILMING SOMETHING THAT'S NOT
10:18:54AM COMPLETED, UNLESS THERE IS A BACKGROUND ASSOCIATED WITH IT.
10:19:00AM >>Mayor Ribble: THEY NEED OUR PERMISSION TO GET ON OUR
10:19:03AM PROPERTY APPARENTLY.
10:19:04AM >>Jon McLain: FOR SURE.
10:19:05AM THEY ARE NOT JUST WILLY-NILLY.
10:19:07AM I WOULD BE THERE TO DIRECT IT.
10:19:14AM >>Steven Sarkozy: AS A GENERAL RULE, WE'RE KEEPING EVERYBODY
10:19:16AM AWAY FROM THE WORK SITE BECAUSE WE'VE GOT TWO LARGE CRANES,
10:19:19AM ONE ON THE NORTH SIDE OF THE RIVER AND ONE ON THE SOUTH
10:19:22AM SIDE.
10:19:22AM I'M NOT SURE WHAT THE SCHEDULE IS FOR CONSTRUCTION NEXT
10:19:26AM MONDAY, BUT THEY HAVE TO JUST STAY AWAY FROM ANY OF THE

10:19:30AM CONSTRUCTION CREWS.
10:19:31AM >>Jon McLain: IS THE SOUTH SIDE -- I TRIED TO REACH DAVID
10:19:35AM WILLEMS TODAY -- IS THE SOUTH SIDE -- WE'VE GOT A DRIVEWAY.
10:19:40AM WE COULD DRIVE THEM IN THERE.
10:19:42AM IS THE SOUTH SIDE AVAILABLE TO ANY OF THOSE TRAILS IN THAT
10:19:45AM ARE QUASI-WALKABLE?

10:19:49AM >>Steven Sarkozy: NOT REALLY.
10:19:50AM BECAUSE YOU GET IN THERE, THEY ARE ALSO DOING CONTINUED
10:19:55AM GRUBBING OF REMOVAL OF INVASIVE SPECIES IN THERE.
10:20:00AM I JUST DON'T KNOW WHAT THE SCHEDULE IS FOR MONDAY.
10:20:03AM WE CAN CHECK ON THAT.
10:20:04AM >>Jon McLain: I'LL CHECK WITH YOU LATER TO SEE IF WE CAN DO
10:20:07AM IT.
10:20:09AM I UNDERSTAND YOUR CONCERN.
10:20:10AM WE CAN KEEP THEM AWAY FROM THAT.
10:20:13AM THE ESTERO RIVER OUTFITTERS IS GOING TO CHANGE, BUT RIGHT
10:20:16AM NOW IT'S A PRETTY COOL PLACE.
10:20:18AM IT COULD BE GOOD PUBLICITY FOR US FOR A LOT OF EVENTS TO
10:20:24AM HAVE.
10:20:25AM I HEAR YOUR CONCERNS.
10:20:27AM I'LL TALK TO STEVE AND TRY TO GET IT ORGANIZED A LITTLE
10:20:32AM BETTER THAN WHAT IT IS.
10:20:33AM WE JUST GOT A CALL A WEEK AGO.
10:20:36AM THEY WOULD LIKE TO COME OUT AND VISIT.
10:20:38AM THEY ARE FROM CALIFORNIA OR SOME PLACE.
10:20:40AM THIS IS WHAT THEY DO.
10:20:41AM YOU CAN GO ON THEIR WEBSITE AND TAKE A LOOK AT WHAT THEY
10:20:44AM HAVE DONE ELSEWHERE, I THINK.
10:20:46AM THANK YOU FOR YOUR COMMENTS.
10:20:48AM >>Mayor Ribble: MR. ESCHENFELDER, DO YOU HAVE ANYTHING ELSE
10:20:50AM FOR US?

10:20:51AM >>Robert Eschenfelder: NO, MA'AM.
10:20:52AM >>Steven Sarkozy: NO, NOTHING.
10:20:52AM >>Mayor Ribble: IN THAT CASE, A MOTION TO ADJOURN?
10:20:55AM RAFAEL LOPEZ AND A SECOND, VICE-MAYOR.
10:21:02AM >> THAT'S A RECORD.

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 BUDGET AND SPECIAL MEETING

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

September 17, 2025 5:05 p.m.

1. CALL TO ORDER

INVOCATION

Rev. Reji Joseph Our Lady of Light

PLEDGE OF ALLEGIANCE

ROLL CALL
Present: Mayor Joanne Ribble - District 1, Councilmember Jeff Hunt- District 2, Councilmember Jon McLain - District 3, Councilmember Lori Fayhee – District 4 (arrived at 5:09 p.m.), Councilmember Rafael Lopez - District 5, Councilmember Jim Ward - District 6, and Vice Mayor George Zalucki - District 7.

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

2. SECOND PUBLIC BUDGET HEARINGS

(a) Resolution No. 2025-18 Adopting Final Millage rate for Fiscal year 2025-2026

A Resolution of the Village of Estero, Lee County, Florida, Adopting the Final Millage Rate for the Levying of Ad Valorem Taxes for the Village of Estero, Lee County, Florida, for Fiscal Year 2025-2026; and Providing an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None

Public Comments
None

Motion: Motion to adopt Resolution No. 2025-18.

Motion by: Councilmember Ward
Seconded by: Councilmember Lopez

Action: Adopted Resolution No. 2025-18.

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

(b) Resolution No. 2025-19 Adopting the Final Budget for Fiscal Year 2025-2026

A Resolution of the Village Council of the Village of Estero, Lee County, Florida, Adopting the Final Budget for Fiscal Year 2025-2026; and Providing an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None

Public Comments
None

Motion: Motion to adopt Resolution No. 2025-19.

Motion by: Councilmember McLain
Seconded by: Councilmember Fayhee

Action: Adopted Resolution No. 2025-19.

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

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Hunt
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:

4. PUBLIC COMMENT ON NON-AGENDA ITEMS
None.

5. CONSENT AGENDA

(a) September 10, 2025 Village Council Meeting Minutes
(b) Resolution No. 2025-17 Establishing Meeting Dates, Time, and Location for Meetings of the Village of Estero Council for 2026

Motion: Motion to approve consent agenda.

Motion by: Councilmember Hunt
Seconded by: Councilmember McLain

Action: Approved consent agenda.

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

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

7. ACTIONS ITEMS

(a) Resolution No. 2025-20 Adopting Updated Community Development Fees

A Resolution of the Village of Estero, Florida, Establishing a New Community Development Department Fee Schedule Including Building, Planning, Zoning and Land Use; Rescinding Prior Fee Resolutions; Making Related Findings; and Providing for Severability and for an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director
Christopher Baker, Assistant Community Development Director

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

Public Comments
None

Motion: Motion to adopt Resolution No. 2025-20.

Motion by: Councilmember Ward
Seconded by: Vice Mayor Zalucki

.

Action: Adopted Resolution No. 2025-20.

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

(b) Resolution No. 2025-22 Adopting Updated Public Works Fee Schedule

A Resolution of the Village of Estero, Florida, Establishing a New Public Works Department Fee Schedule; Rescinding Prior Fee Resolutions; Making Related Findings; and Providing for Severability and for an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney

Council Questions or Comments
Councilmember McLain

Public Comments
None

Motion: Motion to adopt Resolution No. 2025-22.

Motion by: Councilmember McLain
Seconded by: Councilmember Fayhee

Action: Adopted Resolution No. 2025-22.

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

(c) Broadway Ave. West Safety and Drainage Improvements -Request for Qualifications (RFQ) 102125

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

Council Questions or Comments
Councilmember Hunt

Public Comments
None

Motion: Motion to approve the ranking of professional services firms for RFQ 102125 as recommended by the Village of Estero's Selection Committee. 1-CW3 Engineering, 2-American Structurepoint, 3-Davidson Engineering, 4-Hole Montes, 5-J.R. Evans Engineering.

Motion by: Councilmember Hunt
Seconded by: Councilmember Fayhee

Action: Approved the ranking of professional services firms for RFQ 102125 as recommended by the Village of Estero's Selection Committee. 1-CW3 Engineering, 2-American Structurepoint, 3-Davidson Engineering, 4-Hole Montes, 5-J.R. Evans Engineering.

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

8. FIRST READING

(a) First reading of Ordinance No. 2025-10, approving an update to the Capital Improvements Element which includes the Capital Improvement Program approved for Fiscal Year 2025/2026.

An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to the Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2025/2026 and Adopt the Most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments
Steve Sarkozy, Village Manager

Council Questions or Comments
None

Public Comments
None

Motion: Motion to pass first reading of Ordinance No. 2025-10 and set second reading for October 1, 2025.

Motion by: Councilmember McLain
Seconded by: Councilmember Lopez

Action: Passed first reading of Ordinance No. 2025-10 and set second reading for October 1, 2025.

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

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers McLain, Hunt, Vice Mayor Zalucki, and Mayor Ribble

Staff Presentation/Comments
Steve Sarkozy, Village Manager
Mary Gibbs, Community Development Director
David Willems, Public Works Director

10. VILLAGE ATTORNEY'S REPORT

None

11. VILLAGE MANAGER'S REPORT

None

12. ADJOURNMENT at 5:43 pm

Motion by Councilmember Ward

ATTEST: VILLAGE OF ESTERO, FLORIDA

By: ____________________________ By: ___________________________

Carol Sacco, CMC, Village Clerk Joanne Ribble, Mayor

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

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

Financial Report for the month ended August 31, 2025.

Description:

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

- *Ad valorem (real estate) taxes*: August is the eleventh month of ad valorem taxes being remitted to the Village from the Lee County Tax Collector. In August, the Village received 0%, or $310.87 of the annual budgeted ad valorem taxes. Year-to-date collections total 102% of the budgeted amount.

- *General Fund*: Revenue Sharing Sales Tax (84%), and State Revenue Sharing Fuel Tax (80%) began strong this fiscal year, Half-Cent Sales Tax (78%) totaled $3,291,724.15 received through August.

- *Available funds:* total funds categorized as available are $38,450,493 which includes the General Fund Capital Projects reserve of $17,560,566.

Action Requested:

Accept financial reports.

Financial Impact:

There is no financial impact of this report.

Prepared by: Kevin Greenville, CPA Finance Director

Attachments:

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

Village of Estero

Budget Report All Funds

For Month Ending August 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	-310.87	-6,720,651.24	-6,560,880.00	159,771.24	102.44%
312410	Local Option Gas Tax-1-6 Cent	-49,120.22	-524,944.47	-625,000.00	-100,055.53	83.99%
315200	Local Communications Srvs Tax	-92,205.66	-909,583.88	-950,500.00	-40,916.12	95.70%
316000	Local Business Tax	-5,716.24	-11,486.56	-27,000.00	-15,513.44	42.54%
323100	Franchise Fees-Electric	-264,417.61	-2,320,652.66	-2,850,000.00	-529,347.34	81.43%
323400	Franchise Fees-Natural Gas	-8,477.62	-133,772.11	-102,500.00	31,272.11	130.51%
323700	Franchise Fees-Solid Waste	-45,740.20	-137,701.71	-137,500.00	201.71	100.15%
329500	ROW Permits	-1,050.00	-2,550.00	-1,000.00	1,550.00	255.00%
331500	Federal Grant - Econ Environ	-1,498,160.29	-8,588,952.37	-8,476,900.00	112,052.37	101.32%
334400	State Grant - Transportation	0.00	-152,667.52	-145,000.00	7,667.52	105.29%
335140	Rev Sharing-Mobile Home Lic Tx	-29.75	-3,483.98	-3,750.00	-266.02	92.91%
335150	Rev Sharing-Alcohol Bevrage Tx	-3,132.42	-34,678.57	-31,250.00	3,428.57	110.97%
335160	Rev Sharing-Sales Tax	-114,948.50	-712,703.66	-850,000.00	-137,296.34	83.85%
335180	Rev Sharing-1/2 Cent Sales Tax	-295,286.95	-3,291,724.15	-4,200,000.00	-908,275.85	78.37%
335430	Rev Sharing-Fuel Tax	-25,061.86	-156,276.41	-195,000.00	-38,723.59	80.14%
341300	Administrative Fee	-461.04	-64,846.84	-150,000.00	-85,153.16	43.23%
341301	Cost Recovery-Admin Charge	0.00	-12,800.00	-15,000.00	-2,200.00	85.33%
341900	Dev & Zoning-Fixed Fees	-1,537.00	-64,743.00	-60,000.00	4,743.00	107.91%
341909	Dev & Zoning-Cost Recovery Fee	-1,607.15	-73,004.82	-90,500.00	-17,495.18	80.67%
342500	Code Comp & Contractor License	0.00	0.00	-45,000.00	-45,000.00	0.00%
359000	Fines & Forfeitures	-831.21	-2,450.42	-250.00	2,200.42	980.17%
361100	Interest Income	-105,055.34	-1,394,806.45	-650,000.00	744,806.45	214.59%
362000	Rents & Royalties	-3,000.00	-33,000.00	-36,000.00	-3,000.00	91.67%
369900	Miscellaneous Revenue	-2,939.87	-41,469.89	-65,000.00	-23,530.11	63.80%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for General Fund	**-2,519,089.80**	**-25,388,950.71**	**-26,268,030.00**	**-879,079.29**	**96.65%**
105-Driving Range						
000-Non Divisional						
361100	Interest Income	-480.25	-6,383.69	-5,015.00	1,368.69	127.29%
	Total for Non Divisional	**-480.25**	**-6,383.69**	**-5,015.00**	**1,368.69**	**127.29%**
	Total for Driving Range	**-480.25**	**-6,383.69**	**-5,015.00**	**1,368.69**	**127.29%**
110-Building Fee Fund						
445-Building Dept						
322000	Building Permit Fees	-93,811.46	-1,220,081.18	-1,400,000.00	-179,918.82	87.15%
329501	Surcharge Fee Retained	0.00	-10,251.33	-1,750.00	8,501.33	585.79%
341302	Convenience Fee	-3,366.18	-32,141.41	-35,000.00	-2,858.59	91.83%
361100	Interest Income	-1,630.07	-21,667.78	-23,500.00	-1,832.22	92.20%
	Total for Building Dept	**-98,807.71**	**-1,284,141.70**	**-1,460,250.00**	**-176,108.30**	**87.94%**
	Total for Building Fee Fund	**-98,807.71**	**-1,284,141.70**	**-1,460,250.00**	**-176,108.30**	**87.94%**
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	-9,996.00	-829,668.00	-1,250,000.00	-420,332.00	66.37%
324320	Road Imp Fees-Commercial	0.00	-433,516.55	-400,500.00	33,016.55	108.24%
361100	Interest Income	-35,277.26	-468,926.85	-368,400.00	100,526.85	127.29%
	Total for Road Impact Fees	**-45,273.26**	**-1,732,111.40**	**-2,018,900.00**	**-286,788.60**	**85.79%**

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

Account	Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
351-Comm Park Impact Fees						
361100	Interest Income	-308.55	-4,101.46	-3,225.00	876.46	127.18%
	Total for Comm Park Impact Fees	**-308.55**	**-4,101.46**	**-3,225.00**	**876.46**	**127.18%**
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	-289.07	-3,842.44	-1,575.00	2,267.44	243.96%
	Total for Comm Park Contributions	**-289.07**	**-3,842.44**	**-1,575.00**	**2,267.44**	**243.96%**
354-Public Land						
361100	Interest Income	-409.51	-5,443.44	-4,275.00	1,168.44	127.33%
	Total for Public Land	**-409.51**	**-5,443.44**	**-4,275.00**	**1,168.44**	**127.33%**
355-Park Impact Fees						
324610	Park Imp Fees-Residential	-1,535.00	-127,405.00	-115,000.00	12,405.00	110.79%
324620	Park Imp Fee-Commercial	0.00	-159,194.00	-67,500.00	91,694.00	235.84%
361100	Interest Income	-3,504.39	-46,582.47	-36,595.00	9,987.47	127.29%
	Total for Park Impact Fees	**-5,039.39**	**-333,181.47**	**-219,095.00**	**114,086.47**	**152.07%**
360-Physical Environment						
381001	Transfer from General Fund	-87,549.09	-315,155.25	-10,304,615.00	-9,989,459.75	3.06%
	Total for Physical Environment	**-87,549.09**	**-315,155.25**	**-10,304,615.00**	**-9,989,459.75**	**3.06%**
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	-1,530,024.29	-8,666,926.73	-30,000,000.00	-21,333,073.27	28.89%
	Total for Transportation	**-1,530,024.29**	**-9,028,525.29**	**-46,600,600.00**	**-37,572,074.71**	**19.37%**
366-Gas Tax						
312420	Local Option Gas Tax 1-5 Cent	-35,790.91	-379,953.64	-415,000.00	-35,046.36	91.56%
361100	Interest Income	-6,457.49	-85,836.98	-143,350.00	-57,513.02	59.88%

Village of Estero

Budget Report All Funds

For Month Ending August 2025

Account	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for Gas Tax	**-42,248.40**	**-465,790.62**	**-558,350.00**	**-92,559.38**	**83.42%**
600-Parks & Recreation						
381001	Transfer from General Fund	-452,578.75	-8,423,326.53	-10,000,000.00	-1,576,673.47	84.23%
	Total for Parks & Recreation	**-452,578.75**	**-8,423,326.53**	**-10,000,000.00**	**-1,576,673.47**	**84.23%**
	Total for Capital Projects	**-2,163,720.31**	**-20,311,477.90**	**-69,710,635.00**	**-49,399,157.10**	**29.14%**
	Total for Revenue	**-4,781,617.82**	**-46,984,570.31**	**-127,443,930.00**	**-50,454,344.69**	**36.87%**
001-General Fund						
000-Non Divisional						
581360	Transfer to Physcal Envirnment	87,549.09	315,155.25	12,304,615.00	11,989,459.75	2.56%
581365	Transfer to Transportation	1,530,024.29	8,666,926.73	30,000,000.00	21,333,073.27	28.89%
581600	Transfer to Parks& Rec CapProj	452,578.75	8,423,326.53	8,000,000.00	-423,326.53	105.29%
	Total for Non Divisional	**2,070,152.13**	**17,405,408.51**	**50,304,615.00**	**32,899,206.49**	**34.60%**
100-Village Council						
511000	Executive Salaries	10,356.43	113,920.73	124,300.00	10,379.27	91.65%
521000	FICA Taxes	792.29	8,715.19	9,600.00	884.81	90.78%
524000	Workers Compensation	0.00	175.32	1,910.00	1,734.68	9.18%
525000	Unemployment Compensation	151.67	1,474.18	2,000.00	525.82	73.71%
540000	Travel and Per Diem	0.00	1,196.32	23,000.00	21,803.68	5.20%
554000	Books Pub & Memberships	0.00	8,712.50	9,500.00	787.50	91.71%
555000	Training	1,319.00	4,049.00	1,500.00	-2,549.00	269.93%
	Total for Village Council	**12,619.39**	**138,243.24**	**171,810.00**	**33,566.76**	**80.46%**
101-Village Manager						
511000	Executive Salaries	20,009.46	230,076.06	260,130.00	30,053.94	88.45%
512000	Regular Salaries & Wages	13,418.24	154,213.18	195,000.00	40,786.82	79.08%
513000	Other Salaries & Wages	665.38	7,601.87	8,300.00	698.13	91.59%
521000	FICA Taxes	2,120.33	26,222.15	35,410.00	9,187.85	74.05%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
522000	Retirement Contributions	2,101.00	24,158.05	44,250.00	20,091.95	54.59%
523000	Group Health Insurance	7,159.85	83,594.25	95,035.00	11,440.75	87.96%
524000	Workers Compensation	0.00	753.88	7,100.00	6,346.12	10.62%
525000	Unemployment Compensation	64.16	617.38	850.00	232.62	72.63%
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	684.91	42,935.87	20,000.00	-22,935.87	214.68%
540000	Travel and Per Diem	0.00	-1,438.47	12,500.00	13,938.47	-11.51%
541000	Communication Services	2.99	31,472.89	38,000.00	6,527.11	82.82%
554000	Books Pub & Memberships	0.00	6,741.00	4,000.00	-2,741.00	168.53%
555000	Training	0.00	180.00	4,250.00	4,070.00	4.24%
	Total for Village Manager	**46,226.32**	**607,128.11**	**844,825.00**	**237,696.89**	**71.86%**
110-Village Attorney						
531101	Legal Services	15,021.12	204,836.38	212,500.00	7,663.62	96.39%
531102	Land Use Legal Services	1,674.00	33,068.25	85,000.00	51,931.75	38.90%
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	**16,695.12**	**238,493.43**	**352,000.00**	**113,506.57**	**67.75%**
115-Village Clerk						
512000	Regular Salaries & Wages	3,462.60	39,809.67	130,715.00	90,905.33	30.46%
521000	FICA Taxes	264.88	3,045.33	10,015.00	6,969.67	30.41%
522000	Retirement Contributions	1,130.76	12,994.25	8,845.00	-4,149.25	146.91%
523000	Group Health Insurance	0.00	0.00	24,640.00	24,640.00	0.00%
524000	Workers Compensation	0.00	-1,206.88	2,550.00	3,756.88	-47.33%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
525000	Unemployment Compensation	64.16	608.61	850.00	241.39	71.60%
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	120.30	3,833.61	5,000.00	1,166.39	76.67%
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	**5,042.70**	**88,415.83**	**273,115.00**	**184,699.17**	**32.37%**
130-Finance						
512000	Regular Salaries & Wages	29,369.60	337,872.55	388,490.00	50,617.45	86.97%
521000	FICA Taxes	2,184.11	24,751.83	29,750.00	4,998.17	83.20%
522000	Retirement Contributions	2,768.00	31,827.53	36,000.00	4,172.47	88.41%
523000	Group Health Insurance	7,063.96	82,191.58	85,465.00	3,273.42	96.17%
524000	Workers Compensation	0.00	525.96	7,120.00	6,211.31	7.39%
525000	Unemployment Compensation	94.33	908.69	1,250.00	-4,962.50	72.70%
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	0.00	4,313.65	4,500.00	186.35	95.86%
554000	Books Pub & Memberships	0.00	913.50	2,000.00	1,086.50	45.68%
555000	Training	0.00	210.00	2,000.00	1,790.00	10.50%
	Total for Finance	**41,480.00**	**493,727.79**	**617,575.00**	**118,160.67**	**79.95%**
170-Information Technology						
531110	IT Contracted Services	13,594.37	157,679.45	175,000.00	17,320.55	90.10%
531111	Webmaster Srvs & Maintenance	600.00	67,535.84	34,300.00	-33,235.84	196.90%
531112	Audio Visual Services	0.00	0.00	120,000.00	120,000.00	0.00%
552001	Software Licensing	796.18	170,939.19	145,000.00	-25,939.19	117.89%

Village of Estero

Budget Report All Funds
For Month Ending August 2025

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
552002	Small Tools & Equipment	407.06	1,727.01	10,000.00	8,272.99	17.27%
564000	Capital Outlay - Mach & Equip	0.00	66,808.00	10,000.00	-56,808.00	668.08%
	Total for Information Technology	**15,397.61**	**464,689.49**	**494,300.00**	**29,610.51**	**94.01%**
180-General Government						
531112	Audio Visual Services	795.00	26,072.28	27,550.00	1,477.72	94.64%
531113	Recruitment Services	0.00	19,046.45	12,500.00	-6,546.45	152.37%
531114	Lobbying Services	3,993.00	48,888.00	80,000.00	31,112.00	61.11%
534000	Misc Contracted Services	1,050.00	60,793.80	250,000.00	189,206.20	24.32%
540000	Travel and Per Diem	32.57	229.76	5,000.00	4,770.24	4.60%
541000	Communication Services	1,479.63	15,722.01	6,500.00	-9,222.01	241.88%
542000	Freight & Postage	502.68	3,801.38	4,500.00	698.62	84.48%
543000	Utilities	4,117.13	53,947.08	55,750.00	1,802.92	96.77%
544100	Building Lease	24,148.36	274,036.52	295,000.00	20,963.48	92.89%
544200	Equipment Rental & Leases	0.00	6,817.49	11,000.00	4,182.51	61.98%
545000	Insurance	-13,210.00	409,805.00	175,000.00	-234,805.00	234.17%
546000	Repair & Maintenance Services	993.79	12,030.27	20,000.00	7,969.73	60.15%
547000	Printing	2,612.00	2,742.38	1,500.00	-1,242.38	182.83%
549101	State Administrative Fees	0.00	7.11	9,500.00	9,492.89	0.07%
549102	Tax Collector Fees	1.25	1.25	4,000.00	3,998.75	0.03%
549103	Contingency	0.00	0.00	125,000.00	125,000.00	0.00%
551000	Office Supplies	587.72	21,250.33	7,500.00	-13,750.33	283.34%
552000	Operating Supplies	1,685.03	11,910.50	25,000.00	13,089.50	47.64%
552005	Bank Charges	134.76	291.53	500.00	208.47	58.31%
554000	Books Pub & Memberships	67.78	730.22	2,000.00	1,269.78	36.51%
	Total for General Government	**28,990.70**	**968,123.36**	**1,117,800.00**	**149,676.64**	**86.61%**
197-COVID						

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for COVID	**0.00**	**0.00**	**0.00**	**0.00**	**100.00%**
201-Law Enforcement/Security						
534201	Lee Cty Law Enforcement	0.00	4,399.00	10,000.00	5,601.00	43.99%
534501	Lee Cty Animal Control Srvs	0.00	0.00	45,000.00	45,000.00	0.00%
	Total for Law Enforcement/Security	**0.00**	**4,399.00**	**55,000.00**	**50,601.00**	**8.00%**
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	19,469.26	198,712.09	162,500.00	-36,212.09	122.28%
549105	Other Chrges-Filing Fees	75.50	246.00	1,500.00	1,254.00	16.40%
	Total for Code Compliance Services	**19,544.76**	**200,958.09**	**184,250.00**	**-16,708.09**	**109.07%**
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	21,910.82	113,297.07	25,000.00	-88,297.07	453.19%
531116	Disaster Preparedness Services	0.00	1,805.47	10,000.00	8,194.53	18.05%
	Total for Disaster Response	**21,910.82**	**115,102.54**	**35,000.00**	**-80,102.54**	**328.86%**
360-Physical Environment						
531000	Professional Services	0.00	9,724.30	25,000.00	15,275.70	38.90%
531301	Water Level & Quality Monitor	17,891.00	112,194.96	170,000.00	57,805.04	66.00%
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	8,240.00	12,768.00	50,000.00	37,232.00	25.54%
546301	Stormwater Maint	0.00	0.00	150,000.00	150,000.00	0.00%
549106	Water Quality Joint Advocacy	0.00	5,015.98	7,500.00	2,484.02	66.88%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
	Total for Physical Environment	**26,131.00**	**147,691.24**	**577,500.00**	**429,808.76**	**25.57%**
365-Transportation						
512000	Regular Salaries & Wages	26,320.44	300,103.24	341,225.00	41,121.76	87.95%
521000	FICA Taxes	1,925.64	22,139.38	26,130.00	3,990.62	84.73%
522000	Retirement Contributions	2,334.42	23,952.65	19,000.00	-4,952.65	126.07%
523000	Group Health Insurance	6,422.40	75,071.07	45,020.00	-30,051.07	166.75%
524000	Workers Compensation	0.00	10,063.36	10,050.00	-13.36	100.13%
525000	Unemployment Compensation	75.47	726.64	1,000.00	273.36	72.66%
531306	Traffic Counts	0.00	15,300.00	20,000.00	4,700.00	76.50%
534000	Misc Contracted Services	0.00	14,698.85	100,000.00	85,301.15	14.70%
534301	Street Sweeping Services	0.00	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	11,675.00	283,813.75	60,000.00	-223,813.75	473.02%
540000	Travel and Per Diem	264.95	5,883.06	6,500.00	616.94	90.51%
541000	Communication Services	43.43	428.39	650.00	221.61	65.91%
543000	Utilities	4,630.52	51,106.61	85,000.00	33,893.39	60.13%
544200	Equipment Rental & Leases	330.00	3,630.00	2,500.00	-1,130.00	145.20%
545000	Insurance	0.00	12,857.00	14,750.00	1,893.00	87.17%
546302	Bridge Maintenance	0.00	0.00	10,000.00	10,000.00	0.00%
546304	Irrigation Maintenance	52,155.00	143,626.98	77,500.00	-66,126.98	185.33%
546305	Landscape Maintenance	113,158.11	1,037,897.95	1,180,000.00	142,102.05	87.96%
546306	Mowing Maintenance	0.00	0.00	32,500.00	32,500.00	0.00%
546307	Ditch Maintenance	755.00	154,844.38	157,000.00	2,155.62	98.63%
546309	Street Light Maintenance	53,171.80	58,620.30	85,500.00	26,879.70	68.56%
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%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
546312	Railroad Maintenance	0.00	32,888.00	150,000.00	117,112.00	21.93%
546313	Road Maintenance	142,021.61	241,211.98	412,000.00	170,788.02	58.55%
552000	Operating Supplies	159.20	1,497.34	5,000.00	3,502.66	29.95%
554000	Books Pub & Memberships	0.00	1,077.25	1,500.00	422.75	71.82%
555000	Training	0.00	49.00	3,000.00	2,951.00	1.63%
	Total for Transportation	**415,442.99**	**2,513,271.59**	**3,036,825.00**	**523,553.41**	**82.76%**
439-Development Services						
512000	Regular Salaries & Wages	27,610.83	278,034.67	585,875.00	307,840.33	47.46%
521000	FICA Taxes	2,112.26	21,672.63	44,845.00	23,172.37	48.33%
522000	Retirement Contributions	2,523.54	25,340.22	54,190.00	28,849.78	46.76%
523000	Group Health Insurance	3,556.95	33,209.67	105,810.00	72,600.33	31.39%
524000	Workers Compensation	0.00	5,943.36	12,710.00	6,766.64	46.76%
525000	Unemployment Compensation	150.95	1,401.34	1,500.00	98.66	93.42%
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	1,312.50	346,910.28	365,000.00	18,089.72	95.04%
540000	Travel and Per Diem	0.00	589.47	2,500.00	1,910.53	23.58%
548000	Legal Notices	0.00	861.76	6,000.00	5,138.24	14.36%
554000	Books Pub & Memberships	0.00	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	**37,267.03**	**722,653.41**	**1,369,430.00**	**646,776.59**	**52.77%**
440-Planning, Zoning, Dev Review						
512000	Regular Salaries & Wages	1,492.95	14,953.71	125,000.00	110,046.29	11.96%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
521000	FICA Taxes	114.20	1,142.86	9,600.00	8,457.14	11.90%
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	56,908.25	15,000.00	-41,908.25	379.39%
549104	Planning & Zoning-Fixed Fee	38,229.24	385,032.84	350,000.00	-35,032.84	110.01%
	Total for Planning, Zoning, Dev Review	**39,836.39**	**458,037.66**	**502,100.00**	**44,062.34**	**91.22%**
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	29,006.25	354,593.03	0.00	-354,593.03	0.00%
534601	YMCA Operating Agreement	2,450.00	101,633.44	69,300.00	-32,333.44	146.66%
543000	Utilities	995.61	9,133.71	7,750.00	-1,383.71	117.85%
544200	Equipment Rental & Leases	45.02	2,746.87	2,500.00	-246.87	109.87%
546000	Repair & Maintenance Services	9,285.50	48,088.06	15,000.00	-33,088.06	320.59%
	Total for Parks Master Plan	**41,782.38**	**516,195.11**	**294,560.00**	**-221,635.11**	**175.24%**
	Total for General Fund	**2,838,519.34**	**25,082,538.40**	**60,274,565.00**	**35,186,340.06**	**41.61%**
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	50.65	837.60	3,000.00	2,162.40	27.92%
546000	Repair & Maintenance Services	0.00	0.00	2,000.00	2,000.00	0.00%

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

	Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
552000	Operating Supplies	0.00	0.00	1,500.00	1,500.00	0.00%
	Total for Parks & Recreation	**50.65**	**1,638.96**	**10,800.00**	**9,161.04**	**15.18%**
	Total for Driving Range	**50.65**	**1,638.96**	**10,800.00**	**9,161.04**	**15.18%**
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	578.24	5,758.74	5,750.00	-8.74	100.15%
531401	Building Service Contract	194,208.58	2,121,729.97	1,300,000.00	-821,729.97	163.21%
541000	Communication Services	145.02	1,367.83	2,000.00	632.17	68.39%
542000	Freight & Postage	102.52	727.48	750.00	22.52	97.00%
543000	Utilities	773.99	8,182.11	8,500.00	317.89	96.26%
544100	Building Lease	4,946.05	56,127.96	62,500.00	6,372.04	89.80%
544200	Equipment Rental & Leases	170.00	12,784.28	8,600.00	-4,184.28	148.65%
546000	Repair & Maintenance Services	202.81	2,061.45	3,000.00	938.55	68.72%
551000	Office Supplies	0.00	2,013.17	3,500.00	1,486.83	57.52%
552000	Operating Supplies	0.00	60.00	5,000.00	4,940.00	1.20%
552001	Software Licensing	1,275.00	14,025.00	15,000.00	975.00	93.50%
552009	Credit Card Fees	3,735.51	36,374.99	40,000.00	3,625.01	90.94%
	Total for Building Dept	**206,137.72**	**2,264,417.98**	**1,554,600.00**	**-709,817.98**	**145.66%**
	Total for Building Fee Fund	**206,137.72**	**2,264,417.98**	**1,554,600.00**	**-709,817.98**	**145.66%**
201-Debt Service						
000-Non Divisional						
581600	Transfer to Parks& Rec CapProj	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						

Village of Estero

Budget Report All Funds

For Month Ending August 2025

Account Description		Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
350-Road Impact Fees						
581365	Transfer to Transportation	0.00	0.00	0.00	0.00	0.00%
	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	87,549.09	315,155.25	22,926,714.00	22,611,558.75	1.37%
	Total for Physical Environment	**87,549.09**	**315,155.25**	**22,926,714.00**	**22,611,558.75**	**1.37%**
365-Transportation						
563000	Capital Outlay - Infrastrcture	1,530,024.29	8,666,926.73	25,772,200.00	17,105,273.27	33.63%
	Total for Transportation	**1,530,024.29**	**8,666,926.73**	**25,772,200.00**	**17,105,273.27**	**33.63%**
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	452,578.75	7,723,169.03	31,170,000.00	0.00	0.00%
	Total for Parks & Recreation	**452,578.75**	**8,423,326.53**	**31,170,000.00**	**0.00**	**0.00%**
	Total for Capital Projects	**2,070,152.13**	**17,405,408.51**	**79,868,914.00**	**39,716,832.02**	**0.00%**

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

Account Description	Current Month Actual	Year to Date Actual	Budget	Budget Variance Amount	Year to Date Percentage
Total for Expense	**5,114,859.84**	**44,754,003.85**	**171,708,879.00**	**104,202,515.14**	**26.06%**
Net Revenue / Expense	**333,242.02**	**-2,230,566.46**	**44,264,949.00**	**53,748,170.45**	**-5.04%**

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Village of Estero

Available Funds Report

For the Month Ending August 25

Available Funds Report	
General Fund Capital Projects	$ 17,560,566
Building Fee Fund	(610,774)
Gas Tax Capital Projects	3,142,661
Developer Contribution	283,967
Road Impact Fees	16,964,899
Estero Park Entry Contribution	112,663
Park Imp Fees	857,767
Driving Range	138,745
Total Available Funds	$ 38,450,493

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

Approval of FDEP Grant L0188 for Estero Orange Park Utility Extension Project.

Motion to approve the Florida DEP Standard Grant Agreement for the Estero Orange Park Utility Extension Project (Agreement Number L0188), and to authorize the Village Manager or designee to execute all related documents.

Background:

In February of 2025, the Village, working with the Florida House of Representatives, requested $800,000 in funding to support the Estero Orange Park Utility Extension Project. The grant program at issue is managed by Florida Department of Environmental Protection. The Village was recently notified by FDEP that a grant of $800,000 was approved, and FDEP has provided its proposed Standard Grant Agreement for the Village to execute.

The Village Attorney has reviewed the agreement and has advised there are no legal issues of concern. The Village Manager is agreeable to the terms and conditions of the agreement and is recommending approval.

Action Requested:

Motion to approve the Florida DEP Standard Grant Agreement for the Estero Orange Park Utility Extension Project (Agreement Number L0188), and to authorize the Village Manager or designee to execute all related documents.

Process and Timeline:

Once the agreement has been approved, a Request for Qualifications for the design scope of work will be created and issued publicly as needed.

Financial Impact:

$800,000 positive impact to the Village as the grant funds will be used to offset the design cost of the Orange Park UEP project.

Prepared by: Robert Eschenfelder—Village Attorney

Attachments:

1. Florida DEP Standard Grant Agreement for the Estero Orange Park Utility Extension Project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Estero Orange Park Utility Extension Project**
   Agreement Number: **L0188**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

   Grantee Name: **Village of Estero**
   Entity Type: **Local Government**
   Grantee Address: **9401 Corkscrew Palms Circle, Estero, FL 33928**
   FEID: **47-3445874**
   (Grantee)

3. Agreement Begin Date: **July 1, 2025**
   Date of Expiration: **December 31, 2028**

4. Project Number: *(If different from Agreement Number)*
   Project Location(s): **Lat/Long: (26.4333, -81.7917)**

   Project Description: **The Grantee will install potable water main, fire hydrants, gravity sewers, sewer force main, and a sewer lift station to extend potable water and sanitary services to properties in the project area.**

5. Total Amount of Funding: **$ 800,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **800,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **800,000.00**

6. Department's Grant Manager
   Name: **Ethan Richardson** or successor
   Address: **Florida Dept. of Environmental Protection, 3900 Commonwealth Blvd., MS 3602, Tallahassee, FL 32399-3000**
   Phone: **850-245-3189**
   Email: **Ethan.Richardson@FloridaDEP.gov**

   Grantee's Grant Manager
   Name: **Steve Gillette** or successor
   Address: **Village of Estero, 9401 Corkscrew Palms Circle, Estero, FL 33928**
   Phone: **239-221-5035**
   Email: **gillette@estero-fl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

Village of Estero **GRANTEE**

Grantee Name

By ______________________________

(*Authorized Signature)* Date Signed

Steve Sarkozy, Village Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By ______________________________

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DEP Agreement No. **L0188**

Rev. 6/14/24

DWRA Additional Signatures

____
Ethan Richardson, DEP Grant Manager

____
Katie Verdesca, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

   i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.

ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.
If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America
Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements
a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.
If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.
All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a “public works project” as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be “produced in the United States,” as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor’s minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the “cost” of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state’s obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0188

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Estero Orange Park Utility Extension Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov..

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Estero Orange Park Utility Extension Project

PROJECT LOCATION: The Project will be located in the Village of Estero within Lee County; Lat/Long (26.4333, -81.7917).

PROJECT BACKGROUND: The Estero Bay has been identified as impaired for nutrients, and the Estero River has been identified as impaired for bacteria. Septic tanks have been identified, through a Florida Gulf Cost University study, as a source of nutrients and bacteria within the watershed. By constructing utility extensions, the Village of Estero (Grantee) will be able to remove septic tanks and reduce the nutrient and bacteria load to the Estero River and Estero Bay helping to improve water quality and reduce the impairments. This project will also extend potable water to homes that currently use well water, providing a more reliable source of drinking water and improved fire protection.

PROJECT DESCRIPTION: The Grantee will install approximately 1,313 linear feet (LF) of potable water main, approximately 3 fire hydrants, approximately 1,130 LF of gravity sewers, approximately 133 LF of sewer force main and a sewer lift station to extend potable water and sanitary sewer service to properties along See Street.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct the Estero Orange Park Utility Extension Project in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$800,000	07/01/2025	06/30/2028
		Total:	$800,000		

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STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

   A. The Department of Environmental Protection at one of the following addresses:

      By Mail:
      Audit Director
      Florida Department of Environmental Protection
      Office of Inspector General, MS 40
      3900 Commonwealth Boulevard
      Tallahassee, Florida 32399-3000

      Electronically:
      FDEPSingleAudit@dep.state.fl.us

   B. The Auditor General's Office at the following address:

      Auditor General
      Local Government Audits/342
      Claude Pepper Building, Room 401
      111 West Madison Street
      Tallahassee, Florida 32399-1450

      The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

      By Mail:
      Audit Director
      Florida Department of Environmental Protection
      Office of Inspector General, MS 40
      3900 Commonwealth Boulevard
      Tallahassee, Florida 32399-3000

      Electronically:
      FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1
5 of 6

BGS-DEP 55-215
Revised 71/25

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$800,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$800,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Attachment 5, Exhibit 1
6 of 6

BGS-DEP 55-215
Revised 71/25

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

Approval of FDEP Grant L0187 for Estero Broadway Ave East Phase 1 Project.

Motion to approve the Florida DEP Standard Grant Agreement for the Estero Broadway Avenue East Phase 1 project (Agreement Number L0187), and to authorize the Village Manager or designee to execute all related documents.

Background:

In February of 2025, the Village, working with the Florida House of Representatives, requested $800,000 in funding to support the Estero UEP Broadway Ave East Phase 1 Project. The grant program at issue is managed by Florida Department of Environmental Protection. The Village was recently notified by FDEP that a grant of $800,000 was approved, and FDEP has provided its proposed Standard Grant Agreement for the Village to execute.

The Village Attorney has reviewed the agreement and has advised there are no legal issues of concern. The Village Manager is agreeable to the terms and conditions of the agreement and is recommending approval.

Action Requested:

Motion to approve the Florida DEP Standard Grant Agreement for the Estero Broadway Avenue East Phase 1 project (Agreement Number L0187), and to authorize the Village Manager or designee to execute all related documents.

Process and Timeline:

Once the agreement has been approved, a Request for Qualifications for the design scope of work will be created and issued publicly as needed.

Financial Impact:

$800,000 positive impact to the Village as the grant funds will be used to offset the design cost of Broadway Avenue East Phase 1 improvements.

Prepared by: Robert Eschenfelder—Village Attorney

Attachments:

1. Florida DEP Standard Grant Agreement for the Estero Broadway Avenue East Phase 1 project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): Agreement Number:

2. Parties **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000** (Department)

Grantee Name: Entity Type:

Grantee Address: FEID:

(Grantee)

3. Agreement Begin Date: Date of Expiration:

4. Project Number: Project Location(s):
(If different from Agreement Number)

Project Description:

5. Total Amount of Funding:

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$

6. Department's Grant Manager / Grantee's Grant Manager

Department's Grant Manager		Grantee's Grant Manager	
Name:	or successor	Name:	or successor
Address:		Address:	
Phone:		Phone:	
Email:		Email:	

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- ☐ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- ☐ Attachment 2: Special Terms and Conditions
- ☐ Attachment 3: Grant Work Plan
- ☐ Attachment 4: Public Records Requirements
- ☐ Attachment 5: Special Audit Requirements
- ☐ Attachment 6: Program-Specific Requirements
- ☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
- ☐ Attachment 8: Federal Regulations and Terms (Federal)
- ☐ Additional Attachments (if necessary):
- ☐ Exhibit A: Progress Report Form
- ☐ Exhibit B: Property Reporting Form
- ☐ Exhibit C: Payment Request Summary Form
- ☐ Exhibit D: Quality Assurance Requirements
- ☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
- ☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)
☐ Exhibit I: Forced Labor Attestation Form
☐ Additional Exhibits (if necessary):

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

GRANTEE

Grantee Name

By

(*Authorized Signature)* Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By

Secretary or Designee Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

DWRA Additional Signatures

____
Taufiqul Aziz, DEP Grant Manager

____
Amanda Peck, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.
This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.
The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

  i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.
l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.

c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.

d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.

b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.

c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.

d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which dis may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
   i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
   ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.
The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);

iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);

iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);

v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);

vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,

iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.

i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.

iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.
If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.
The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.
The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.
If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.
All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.
The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.
If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;

(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or

(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and

(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0187

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is Estero Broadway Ave East Phase 1. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10 percent of the total amount of the Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/grants with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Estero Broadway Ave East Phase 1

PROJECT LOCATION: The Project will be located in the incorporated municipality of the Village of Estero (Grantee) within Lee County; Lat/Long (26.4417, -81.8051). See Figures 1 and 2 for a location map and site plan.

PROJECT BACKGROUND: The project is located in an area with existing residential structures utilizing individual onsite sewage treatment and disposal systems (OSTDS) (septic tanks/drainfields) in mixed sand and silty clay soils that are underlain by a shallow hard limestone layer. The general slope of the limestone layer is southward towards the Estero River which is currently listed as impaired for bacteria, and the receiving downstream Estero Bay is listed as impaired for nutrients. The project has been designed to help address water quality in the receiving waters by providing a reliable sanitary sewer collection system that will become part of the Lee County Utilities system and the sewage flows will be treated at the existing Three Oaks Water Reclamation Facility. Additionally, the project will provide reliable and safe potable water with the benefit of also providing improved fire protection by the installation of hydrants where none currently exist.

PROJECT DESCRIPTION: The Grantee will install and construct sanitary sewer and potable water infrastructure in the project area. Specifically, construction includes the installation of a sewer lift (pump) station with emergency generator, gravity sewer collection lines along portions of Sandy Lane and Broadway Ave. East, sewer force main, a second emergency generator required for the receiving public sewer system lift station, potable water main installation along a portion of Sandy Lane, and roadway restoration where the sewer and water lines are located under roads.

The Grantee does not anticipate that the funding under this Agreement will result in a fully completed project, so this Agreement will cover a portion of the work.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Construction

Deliverables: The Grantee will construct Estero Broadway Ave East Phase 1 in accordance with the final design. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	$800,000	07/01/2025	09/30/2027
		Total:	$800,000		

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Figure 1. Location Map

Note: The cyan dot is the approximate location of the sewer lift station.

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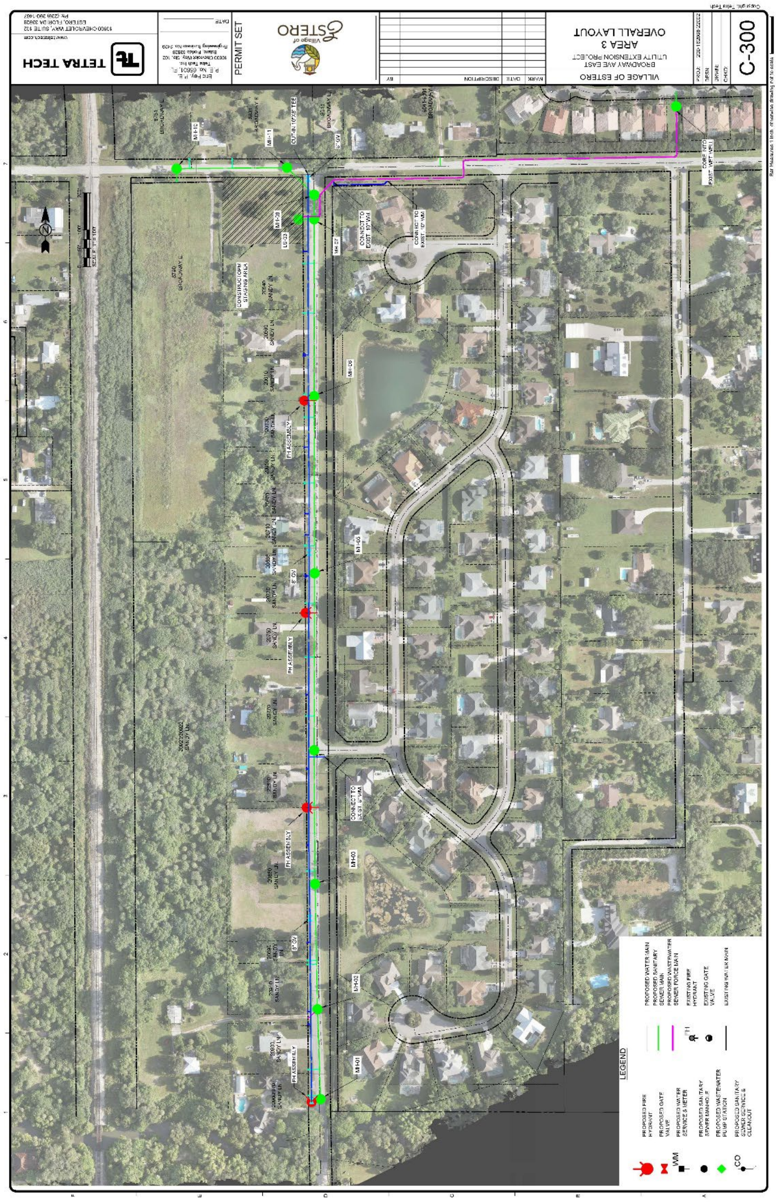
Figure 2. Site Plan



DEP Agreement No. L0187, Attachment 3, Page 4 of 4

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**
a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution and section 119.07(1), F.S.
b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.
2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:
a. Keep and maintain Public Records required by Department to perform the service.
b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

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Revised 7/1/25

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2025 - 2026	37.039	Statewide Water Quality Restoration Projects	$800,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$800,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

Attachment 5, Exhibit 1
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Revised 7/1/25

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

Third Amendment to Public Improvement Agreement with High 5

Motion to approve Third Amendment to the Public Improvement Agreement between the Village and High 5 Up Top, LLC.

Background:

On May 15th 2024, the Village and High Five Up Top, LLC entered a Public Improvement Agreement which obligated the Parties to undertake certain actions toward High 5's construction and operation of a Recreational and Entertainment Facility (REF) on a portion of property within the Village's Entertainment Hub.

On April 2nd 2025, the Parties entered into a First Amendment to the Agreement to incorporate the final footprint of the REF, expressly prohibit gambling activities, and to extend the date on which the Parties would effectuate the transfer the Parcel to High 5.

On May 21st 2025, the Parties entered into a Second Amendment to the Agreement to provide the Village with a construction easement over the High 5 Parcel and to establish a Development Cost Payment mechanism.

Subsequent to the Second Amendment's adoption and the Village's Planning, Design Review Board's feedback on the need for heightened architectural distinction to reflect Estero's unique identity, the Parties have engaged in certain additional negotiations concerning the Village's payment obligations to High 5 related to the initiation and schedule of High 5's construction.

In light of these developments, the Parties have agreed that certain provisions in the initial Agreement, as amended by the First and Second Amendments, should be further amended to ensure the Village's desired architectural enhancements are included in the final design while not causing the planned construction schedule to stall.

Action Requested:

Motion to approve Third Amendment to the Public Improvement Agreement between the Village and High 5 Up Top, LLC.

Process and Timeline:

If approved by Council, the Village Manager and Village staff will continue to work with High 5 to coordinate the construction of the facility on budget and on schedule.

Financial Impact:

$325,000 in the near term, but with enhanced return once the facility becomes operational.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Third Amendment to the Public Improvement Agreement between the Village and High 5 Up Top, LLC

THIRD AMENDMENT TO PUBLIC IMPROVEMENT AGREEMENT
between
VILLAGE OF ESTERO
and
HIGH FIVE UP TOP, LLC

This Third Amendment (the "Third Amendment") to the Public Improvement Agreement (the "Agreement") between the **Village of Estero**, a Florida municipal corporation (the "Village"), and **High Five Up Top, LLC**, a Texas Limited Liability Corporation, to be assigned to its entities, **HD5 Entertainment, LLC**, a Texas Limited Liability Corporation authorized to conduct business in Florida and **High Five Entertainment, LLC**, a Texas Limited Liability Corporation authorized to conduct business in Florida ("collectively, "**High 5**"), with the Village and High 5 collectively referred to herein as the "**Parties**", is made and entered into this **1st day of October, 2025** (the "Effective Date") as follows:

WHEREAS, on May 15th 2024, the Parties entered the Agreement, which obligated the Parties to undertake certain actions toward High 5's construction and operation of a Recreational and Entertainment Facility (REF) on a portion of Village Property; and

WHEREAS, on April 2nd 2025, the Parties entered into a First Amendment to the Agreement to incorporate the final footprint of the REF, expressly prohibit gambling activities, and to extend the date on which the Parties would effectuate the transfer the Parcel to High 5; and

WHEREAS, on May 21st 2025, the Parties entered into a Second Amendment to the Agreement to provide the Village with a construction easement over the High 5 Parcel and to establish a Development Cost Payment mechanism; and

WHEREAS, subsequent to the Second Amendment's adoption, the Parties have engaged in certain additional negotiations concerning the Village's payment obligations to High 5 related to the initiation of construction; and

WHEREAS, in light of these developments, the Parties have agreed that certain provisions in the initial Agreement, as amended by the First and Second Amendments, should be amended.

NOW, THEREFORE, in consideration of the foregoing exordial clauses, the Parties hereto agree to amend the Agreement, as amended by the First and Second Amendment, as follows:

1. Subsection (D) of Article I (Obligations of High 5) is hereby amended as follows:

The REF shall be designed, constructed, and operated by High 5 in the manner set forth in its proposal to the Village (attached hereto as **Exhibit "B"**). <u>Notwithstanding the foregoing, High 5</u>

and the Village have agreed that, based upon feedback during the Development Order approval process, additional enhancements to the originally-proposed REF façade should be incorporated into the building design. The enhancements are estimated by High 5 to cost $650,000. To pay for these enhancements, the Village will pay an additional $325,000 as an additional investment. The Village will receive an 8% return on that additional investment. The 8% return paid to the Village shall be paid after debt service but ahead of the 60/40 split of NOI. High 5 will redirect $325,000 of funds currently directed towards pickleball court covering to fund the other half of the estimated cost. Should the $650,000 estimated cost increase or decrease, the Parties agree that the change will be incurred equally. The Village Manager is authorized to make final decisions regarding the exact façade enhancements to be included with the goal being a mutually acceptable façade aesthetic which does not disrupt the design, permitting and construction schedule.

2. A new subsection (J) of Article II of the Agreement (Obligations of Village) is created as follows:

   J. Given the authority in the Florida Building Code for a Building Official to grant limited permits that allow certain construction activities to begin before all plans are finalized, including permits for foundations, after suitable documents have been submitted, the Village shall support the Village Building Official's issuance to High 5 of a limited permit for site and foundation work ahead of its receipt of its full building permit, and for purposes of subsections (E) and (F) of the Agreement only, the granting of such limited permits by the Building Official shall constitute "receiving a building permit" so as to trigger the Village's Capital Contribution payments under those subsections.

3. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this Third Amendment shall be the Effective Date provided for herein.

4. All other terms and conditions of the Agreement, as amended by the First and Second Amendments, shall remain in effect and are not altered by the adoption of this Third Amendment.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed.

Village of Estero

____

Steve Sarkozy, Village Manager

High Five Up Top, LLC

____

Scott Emley, CEO

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

First Reading Ordinance No. 2025-11 Creating a Right of Way Use Code

Motion to adopt Ordinance No. 2025-11 on first reading and schedule 2nd reading on October 15, 2025.

Background:

The Village owns or holds in public trust certain lands, commonly referred to as right-of-way, for the placement of transportation and utility system infrastructure in, on, under or above such lands. Since its incorporation, the Village has relied on administrative rules promulgated by Lee County regarding use of right-of-way, and the Village Code does not currently provide for any meaningful or modern regulations related to the use of the Village's right-of-way by private and public utilities.

Florida Statutes § 337.401 provides that a municipality may grant to any person who is a resident of the state, or to any corporation which is organized under the laws of the state or licensed to do business within the state, the use of a right-of-way for a utility in accordance with such rules or regulations as the municipality may adopt. Florida Statutes § 337.401(2)(a) provides for permit application processing and approval deadlines which municipalities regulating right-of-way must follow.

With respect to telecommunications infrastructure in the right-of-way, since 1927, Florida Statutes § 362.01 has given telegraph and telephone companies the special powers to install poles, wires and other fixtures on or beside public roads where permission if first obtained from the local government. The federal Telecommunications Act of 1996 (47 U.S.C. § 332) prohibits local government regulations which unreasonably discriminate among providers of telecommunication services, have the effect of prohibiting the provision of personal wireless services, and which regulate based on health or environmental effects of radio frequency emissions. In 2003, Florida Statutes § 365.172 placed significant constraints on local governments with respect to the permitting and approval process for cellular towers and antennae.

On March 22nd 2018, the Federal Communications Commission approved an order to streamline the national approval process for deploying small cell technology, which is advanced radio hardware required for use of next-generation 5G cellular networks; and

The Florida Legislature has also adopted the Advanced Wireless Infrastructure Deployment Act (Florida Statutes § 337.401(7)), which, as of July 1st 2017, placed certain limitations on local government authority to regulate small or micro wireless communications facilities within the public right-of-way and requires local governments to expedite review of permit applications for such facilities.

These various changes to Florida and federal law necessitate the Village's adoption of right-of-way regulations which ensure the Village is compliant with the laws while also exercising that authority which remains with local governments.

In particular, the Village has at times experienced poor construction techniques being used by utility service providers installing infrastructure in the Village's right-of-way. Without detailed regulatory authority at the local code level, the Village has not been in the best position to fully address the disruption to other utility services and inconvenience to residents which resulted.

The Village has also adopted a new fee schedule for right-or-way permitting activities, and it intends to undertake a modernization of its utilities permitting procedures to include creating and maintaining electronic and online accessible utility location records. Adopting regulations requiring submission of permit applications and as-built images by electronic means will facilitate this process.

Action Requested:

Motion to adopt Ordinance No. 2025-11 on first reading and schedule 2nd reading on October 15, 2025.

Process and Timeline:

If approved by Council, the Village Clerk will advertise the title for a second reading and public hearing for October 15, 2025.

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Ordinance No. 2025-11

ORDINANCE NO. 2025–11

AN ORDINANCE OF THE VILLAGE OF ESTERO, FLORIDA, CREATING A NEW CHAPTER 23 OF THE VILLAGE CODE CREATING RIGHT OF WAY USE REGULATIONS; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Village owns or holds in public trust certain lands, commonly referred to as right-of-way, for the placement of transportation and utility system infrastructure in, on, under or above such lands; and

WHEREAS, part of the Village Council's duties includes the necessity to ensure that the Village's ordinances, as codified in the Village Code, are up to date, reflect current Florida and federal statutory and case law, that they reflect current actual Village operations, and that they do not contain outdated, redundant or erroneous provisions; and

WHEREAS, since its incorporation, the Village has relied on administrative rules promulgated by Lee County regarding use of right-of-way, and the Village Code does not currently provide for any meaningful or modern regulations related to the use of the Village's right-of-way by private and public utilities; and

WHEREAS, Florida Statutes § 362.01 has, since 1927, given telegraph and telephone companies the special powers to install poles, wires and other fixtures on or beside public roads where permission if first obtained from the local government; and

WHEREAS, in the decades since the Village adopted its regulations on streets and sidewalks, the telecommunications industry landscape has changed in substantial ways, on the regulatory, business model, and technology fronts; and

WHEREAS, the federal Telecommunications Act of 1996, at 47 U.S.C. § 332, prohibits local government regulations which unreasonably discriminate among providers of telecommunication services, have the effect of prohibiting the provision of personal wireless services, and which regulate based on health or environmental effects of radio frequency emissions; and

WHEREAS, in 2003, the Florida Legislature adopted Florida Statutes § 364.0323, which prohibits local governments from directly or indirectly regulating the provision of voice-over-internet protocol services; and

WHEREAS, in 2003, the Florida Legislature adopted Florida Statutes § 365.172, which places significant constraints on local governments with respect to the permitting and approval process for cellular towers and antennae; and

WHEREAS, Florida Statutes § 337.401 provides that a municipality may grant to any person who is a resident of the state, or to any corporation which is organized under the laws of the state or licensed to do business within the state, the use of a right-of-way for a utility in accordance with such rules or regulations as the municipality may adopt; and

WHEREAS, Florida Statutes § 337.401(2)(a) provides for permit application processing and approval deadlines which municipalities regulating right-of-way must follow; and

WHEREAS, on March 22nd 2018, the Federal Communications Commission approved an order to streamline the national approval process for deploying small cell technology, which is advanced radio hardware required for use of next-generation 5G cellular networks; and

WHEREAS, the Florida Legislature has adopted the Advanced Wireless Infrastructure Deployment Act (the "Act"), codified at Florida Statutes § 337.401(7), which as of July 1st 2017, places certain limitations on local government authority to regulate small or micro wireless communications facilities within the public right-of-way and requires local governments to expedite review of permit applications for such facilities; and

WHEREAS, the Act authorizes local governments to adopt objective design standards that may require wireless facilities in the right-of-way to meet reasonable location context, color, stealth, and concealment requirements, and spacing and location requirements for ground-mounted equipment; and

WHEREAS, in 2019 the Florida Legislature enacted amendments to the Act via Chapter Law 2019-131, Laws of Florida, creating additional restrictions on the right of local governments to regulate small or micro wireless communications facilities within the public right-of-way; and

WHEREAS, passage of the Act, along with the other legal and technological changes in the wireless industry since the Village last regulated on this topic, necessitates that the Village amend its current right-of-way regulations to ensure they comply with the law and properly address new technologies seeking to occupy its right-of-way; and

WHEREAS, the Village has at times experienced poor construction techniques being used by utility service providers installing infrastructure in the Village's right-of-way but, without detailed regulatory authority at the local code level, the Village was not in the best position to fully address the disruption to other utility services and inconvenience to residents which resulted; and

WHEREAS, the Village is currently adopting a new fee schedule for right-or-way permitting activities, and intends to undertake a modernization of its utilities permitting procedures to include creating and maintaining electronic and online accessible utility location records, and adopting regulations requiring submission of permit applications and as-built images by electronic means will facilitate this process; and

WHEREAS, the Village finds that the regulatory revisions adopted hereby will advance public health, safety, and welfare, and help protect the unique aesthetic qualities of the Village, while complying with all state and federal laws, rules and regulations governing communications facilities; and

WHEREAS, the Village Council therefore finds that it is in the best interests of the Village of Estero, its citizens, businesses, and property owners, to adopt this Ordinance.

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

Section 1. A new Chapter 23 of the Village Code, entitled USE OF VILLAGE RIGHT-OF-WAY, is hereby created as follows:

Chapter 23 – USE OF VILLAGE RIGHT-OF-WAY

ARTICLE I. - RIGHT-OF-WAY CONSTRUCTION REQUIREMENTS

Sec. 23-1. – Statutory references; definitions.

(a) Any statute referenced in or incorporated into this chapter shall be deemed to be the most recent version of that statute notwithstanding any contrary provision of this chapter.

(b) The following definitions shall be applicable to this chapter:

1. *Annual General Permit* shall mean the permit as issued in accordance with § 23-5 of this chapter.

2. *Antenna* means any outdoor apparatus designed for telephonic, radio or television communications through the sending or receiving of electromagnetic waves.

3. *Cable Service* shall have the same definition as that set out in Florida Statutes § 230.103.

4. *Camouflage* shall mean disguising an object with paint, structural elements or foliage; concealment by means of encasement within or placement upon a different object in a manner which conceals the object so placed.

5. *Collocate* shall mean to install, mount, maintain, modify, operate, or replace one or more wired or wireless facilities on, under, within, or adjacent to a wired or wireless support structure or utility pole. The term includes installing additional fiberoptic or other lines in existing conduit but does not include the installation of a new utility pole or wireless support structure in the public right-of-way.

6. *Communications Services* shall mean the transmission, conveyance or routing of voice, data, audio, video or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable,

optical, microwave or other medium or method now in existence or hereafter devised and regardless of the protocol used for such transmission or conveyance.

7. *Communications Services Provider (CSP)* shall mean any person who transmits, conveys, or routes voice, data, audio, video, or any other information or signals, including cable services, to a point, or between or among points, by or through any electronic, radio, satellite, cable, optical, microwave, or other medium or method now in existence or hereafter devised, regardless of the protocol used for such transmission or conveyance. This term does not include any utility holding a valid franchise or registration with the village that provides any of the above-mentioned services for use only by its employees or contractors who construct facilities for that utility in the right-of-way.

8. *Construct or Construction*, and any variations thereof, shall mean any repair, alteration, pavement cut, grading, excavation, filling, relocation, replacement, placement of new facilities, or other type of improvement in the right-of-way.

9. *Economically Unreasonable* shall mean the cost of performing the activity required by this chapter would place an unreasonable economic hardship on the utility.

10. *Emergency* shall mean a situation when a repair is needed to be completed immediately due to danger to property or individuals or interruption in service.

11. *Expedited Permit* shall mean the permit issued in accordance with § 23-4 of this chapter.

12. *Facilities* shall mean any device or structure used or to be used for transmission of telecommunications, electricity, gas, television broadcasts, including but not limited to cables, wires, conduits, ducts, pipes, antennas, converters, splice boxes, cabinets, handholes, manholes, vaults, drains, surface location markers, or any other facility used or to be used by a utility to deliver utility service to its customers.

13. *FCC* shall mean the Federal Communications Council.

14. *FDOT* shall mean the Florida Department of Transportation.

15. *Franchise* shall mean an agreement between a utility and the village for use and occupation of the rights-of-way.

16. *Pavement* shall include, but not limited to, asphalt, concrete, brick, or other like materials laid on the right-of-way, but does not include gravel, dirt or other loose materials laid on the right-of-way.

17. *Person* includes individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups or combinations.

18. *Place or Maintain or Placement or Maintenance or Placing or Maintaining* shall mean to erect, construct, install, maintain, place, repair, extend, expand, remove, occupy, locate or relocate. A communications service provider that owns or exercises physical control over facilities in the rights-of-way, such as the physical control to maintain and repair, is "placing or maintaining" the facilities. A party providing service only through resale or only through use of a third party's unbundled network elements is not "placing or maintaining" the facilities through which such service is provided. The transmission and receipt of radio frequency signals through the airspace of the rights-of-way does not constitute "placement or maintenance" of facilities in the right-of-way.

19. *PSC* shall mean the Florida Public Service Council.

20. *Public Land* shall mean any property owned by the village that is not considered right-of-way under Florida law.

21. *Registrant* shall mean a communications service provider that has registered with the village in accordance with the provisions of article III of this chapter.

22. *Right-of-Way* shall mean a right-of-way, easement, highway, street, bridge, tunnel or alley owned by the village or in which the village holds a property interest and exercises rights of management or control, and includes the surface, the air space over the surface and the area below the surface. The term does not include parks, open space and other public lands not designated for utility use. This term includes any privately-owned area within the village which has not yet become a public street, but is a proposed public street on any subdivision map approved by the village. Any portion of driveways located in or on a right-of-way shall be considered a part of that right-of-way.

23. *Technically Impossible* shall mean that the facility will not function as required if the utility does as required by this chapter.

24. *Village Staff* shall mean the village manager or such other person or firm assigned by the manager to administer any part of this chapter.

25. *Trench* shall mean an opening in or along the right-of-way that is dug for the purpose of placing wires, cables, pipes, or other facilities in the right-of-way.

26. *Utility* shall mean any communications service provider, electric utility, gas utility, or other utility provider not owned by the village, and any authorized agent of any of the aforementioned.

27. *Utility Pole* shall mean a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less.

28. *Utility Service* shall mean any service provided by a utility to customers within the corporate limits of the village, including, but not limited to, electric service, gas service, cable service, voice communication services, wireless data service, fiber optic service, and internet service.

29. *Video Service Provider* means any person who provides transmission of video, audio, or other programming service to a purchaser, including any purchaser interaction, if any, required for the selection or use of a programming service, regardless of whether the programming is transmitted over facilities owned or operated by the video service provider or over facilities owned or operated by another dealer of communications services, and including point-to-point and point-to-multipoint distribution services through which programming is transmitted or broadcast by microwave or other equipment directly to the purchaser's premises (not including direct-to-home satellite service), and including basic, extended, premium, pay-per-view, digital video, two-way cable, and music services.

30. *Wireless Facility* means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications.

31. *Wireless Infrastructure Provider* means a person who has been certificated to provide telecommunications service in Florida and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

32. *Wireless Services* means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

33. *Wireless Support Structure* means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

§ 23-2. - Permit required; fees.

(a) At least forty-five (45) days prior to construction not considered an emergency and not covered by an annual general permit or an expedited permit, the utility shall proceed with due diligence to obtain all necessary permits and authorizations, including, but not limited to, any joint use attachment agreements, microwave carrier licenses, and any other permits, licenses and authorizations to be granted by federal or state law or agency or by the village.

(b) With respect to any utility operating under a franchise agreement with the village, within sixty (60) days after acceptance of any franchise, the utility shall proceed with due diligence to obtain all necessary permits and authorizations, including, but not limited to, any joint use attachment agreements, microwave carrier licenses, and any other permits, licenses and authorizations to be granted by duly constituted regulatory agencies having jurisdiction over the operation of that utility. Prior to the issuance of any permits, the utility shall provide the village with a construction plan, including a map and schedule, which shall be incorporated by reference and made part of the franchise.

(c) Except in an emergency, no person shall begin any construction in the right-of-way without first obtaining the applicable permit, pursuant to this chapter. This requirement shall apply to all contractors and/or utilities performing work within the village's right-of-way. Such permits are in addition to any other approvals that may be required.

(d) Application fee; exemptions.

1. Each application for any permit required by this chapter shall be accompanied by a permit application fee, which, if established, shall be set at a reasonable amount by the village council from time to time, to defray the village's costs of filing, engineering and inspection.

2. Communications services providers paying the communications services tax pursuant to Florida Statutes Chapter 202 are exempt from this fee.

3. Pursuant to Florida Statutes § 337.401(2)(b), the village may not prohibit, or require a permit for, the installation of a public sewer transmission line placed and maintained within and under publicly dedicated right-of-way as part of a septic-to-sewer conversion where the work is being performed under permits issued by the Florida

Department of Transportation pursuant to Florida Statutes Chapter 337 and the Department of Environmental Protection, or its delegate, pursuant to Florida Statutes Chapter 403.

4. The Pursuant to Florida Statutes § 337.401(3)(g), the Village may not require any permit for the maintenance, repair, replacement, extension, or upgrade of existing aerial wireline communications facilities on utility poles or for aerial wireline facilities between existing wireline communications facility attachments on utility poles by a communications services provider. However, it may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane or parking lane, unless the provider is performing service restoration to existing facilities. A permit application required by the Village under this subsection for placement of communications facilities must be processed and acted upon consistent with the permit review process set forth in § 23-49. As used in this subsection, the term "extension of existing facilities" includes those extensions from the rights of way into a customer's private property for purposes of placing a service drop or those extensions from the rights of way into a utility easement to provide service to a discrete identifiable customer or group of customers.

§ 23-3. - Right-of-way construction permit, exemption.

(a) If the utility does not hold an annual general permit, if the construction to be performed is not included in the utility's annual general permit, or if the construction does not qualify for an expedited permit, the utility shall obtain a right-of-way construction permit prior to any construction within the right-of-way.

(b) Process.

1. The utility shall apply to the village for a permit through the village staff at least forty-five (45) days before construction is scheduled to commence, and shall provide:

(i) the addresses of the property located at the termination points of the proposed work area and the location of the work area;

(ii) name and address of the party doing the work;

(iii) name and business address of the employees, contractors or other agents retained to perform the work;

(iv) name and business address of the agent of the utility applying for the permit on the utility's behalf, if the utility is not directly applying for the permit;

(v) a site map for the construction detailing the proposed work;

(vi) a maintenance of traffic control plan (MOT);

(vii) a proposed timetable which contains a detailed description of each phase of construction;

(viii) unless operating under an annual general permit, a statement verifying the applicant's status as a utility authorized by this chapter and Florida law to install and maintain facilities, and to operate in the public's right-of-way;

(ix) permit fee, if a fee has been established and is required; and

(x) any other information as the village staff shall find reasonably necessary to the determination of whether a permit should be issued hereunder.

2. Any plans submitted shall not unreasonably or unnecessarily conflict with, create access difficulty, or otherwise adversely affect the village's use and construction of any of its utilities.

3. Once a completed application is received by the village, relevant village staff will review the application for completeness and, if found to be complete, then reviewed to ensure the requested work will be consistent with all applicable village ordinances, rules or regulations in effect at the time of review of the application.

4. Within 14 days after receiving an application, an authority must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the village will specifically identify the missing information. An application is deemed complete if the authority fails to provide notification to the applicant within 14 days.

5. An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if the village fails to approve or deny the application within 60 days after receipt of the completed application. The applicant and village may mutually agree to extend the 60-day application review period. The village will grant or deny the application at the end of the extended period.

6. The village will notify the applicant of approval or denial by electronic mail.

7. The village will approve a complete application unless it does not meet the village's applicable codes and administrative regulations, including the provisions of this chapter.

8. If an application is denied, the village will specify in writing the basis for denial, including the specific statutory or code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the village denies the application. The applicant may cure the deficiencies identified by the village and resubmit the application within 30 days after notice of the denial is sent to the applicant.

9. The village will approve or deny the revised application within 30 days after receipt or the application is deemed approved. The review of a revised application is limited to the deficiencies cited in the denial.

10. A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the authority.

11. If issued a permit, a utility shall contact the village staff at least twenty-four (24) hours prior to commencement of construction.

12. Right-of-way permits are issued to permit utilities to occupy and work in village right-of-way, and for no other purpose. Therefore, every permit application must clearly identify the utility for which the work is to be performed, and shall contain a statement under penalty of perjury that the person completing and filing the application is an authorized agent of the utility with the authority to submit the application on the utility's behalf. Village staff are prohibited from processing permit applications which do not contain the foregoing content.

§ 23-4. - Expedited permit.

(a) A utility that is required by the PSC to provide new customer service or guarantees service to new customers within a specified time period that is less than forty-five (45) days shall apply to village staff for an expedited permit if it is necessary to cross the paved area of the rights-of-way. The utility must apply for the permit as soon as reasonably possible.

(b) The following are required to be included in the application for an expedited permit:

1. the name and address of the utility;
2. the name and address of the contractor performing the work, if applicable;
3. an MOT;
4. the type of facilities to be installed;
5. the proposed location of the facilities;
6. a description of the pavement to be crossed;
7. estimated length of time necessary to complete construction;
8. if the utility does not hold an annual general permit, a statement verifying the applicant's status as a utility authorized by this chapter and Florida law to install and maintain facilities, and to operate in the public's right-of-way;
9. if PSC required, the number of the regulation requiring the expedited installation;
10. if customer service driven, documentation written to the customer stating the date upon which service was promised;
11. permit fee, if a fee is required and if not exempt; and

12. any other information the village staff shall find reasonably necessary to the determination of whether a permit should be granted hereunder.

(c) If all of subsection (b) is included in the application and is acceptable, the village staff shall approve the expedited permit as soon as possible, in order for the utility to meet its service deadline.

(d) A utility constructing under an expedited permit shall notify village staff at least sixty (60) minutes after arrival at the site that construction has commenced.

(e) If requested by village staff, within a reasonable time, the utility shall provide a map of the proposed areas of construction in the rights-of-way within the village detailing the work performed or to be performed.

(f) Unless deemed an emergency, a utility engaging in construction within the rights-of-way under an expedited permit is subject to every section of this article, with the exception of § 23-8 (j) and (l).

§ 23-5. - Annual general permit.

(a) A utility shall apply to the village staff for an annual general permit no later than November 1 of each year, and the effective dates of that permit shall be from January 1 until December 31 of the subsequent year. Any utility seeking to obtain an annual general permit for the current year shall apply as soon as possible, and the effective dates of that permit shall be from the date of issuance of the permit until December 31 of that year. An annual general permit may be issued only to utilities with existing facilities in the rights-of-way. The annual general permit allows the following activities:

1. Communications services providers new customer service:

(i) installation of service drops no longer than 500 feet from serving location;

(ii) installation of a new buried distribution cable no longer than 500 feet that does not cross or begin in the pavement;

(iii) extension of a buried distribution cable up to 500 feet, so long as it does not cross or begin in the pavement;

(iv) extension of two-way four-inch conduit system up to 500 feet, so long as it does not cross or begin in the pavement;

(v) adding a new terminal to existing cable;

(vi) pulling in new underground feeder cables in an existing permitted conduit or manhole and conduit system;

(vii) digging of a splice hole to splice a new cable or adding a terminal;

(viii) digging of a splice hole for cable acceptance testing for quality;

(ix) digging of a splice hole to change the count of a cable leg for new service;

(x) extension of existing aerial distribution cable up to 500 feet from existing poles, providing other aerial utility service still exists and providing it does not cross the pavement.

2. Communications services providers maintenance of existing facilities:

(i) replacement of existing service drops up to 500 feet in length;

(ii) replacement/repair of existing terminals;

(iii) replacement up to 500 feet in length or repair of existing aerial cable providing other aerial utility service exists;

(iv) replacement up to 500 feet in length or repair of existing underground feeder cable in an existing permitted manhole and conduit system, so long as it does not cross the pavement;

(v) pumping water out of a manhole to maintain underground cables in conduit system;

(vi) digging of a splice hole to change the count of a cable;

(vii) digging of a splice hole to locate and repair air leaks in cables;

(viii) digging of a splice hole to add a side leg off feeder cable;

(ix) digging of a hole to repair broken conduits;

(x) digging of a splice hole for cable acceptance testing for quality;

(xi) digging of a splice hole to repair wet or damaged cable;

(xii) digging of a hole to verify the location of buried facilities;

(xiii) removal of facilities no longer needed for services;

(xiv) adjust aerial facilities to meet National Electric Safety Code;

(xv) trim trees, so long as the utility complies with § 23-11 of this article;

(xvi) Any facility relocations required for village improvements.

3. Natural gas providers:

(i) extend and/or replace existing facilities up to 500 feet parallel to the rights-of-way, provided it does not cross pavement;

(ii) install 5/8” and up to 1-¼” service and connect to existing main, so long as it does not extend more than 500 feet or cross the pavement;

(iii) maintain anodes, rectifiers, and telemetering stations;

(iv) repair existing facilities, providing they do not cross the pavement;

(v) retire services and mains;

(vi) install and maintain valves, regulator stations, and insulators;

(vii) install test stations, gas markers and vents;

(viii) perform field inspections for conditions and location of gas facilities;

(ix) perform miscellaneous minor maintenance related work;

(x) install gas facilities in existing casing/pipe;

(xi) any facility relocations required for village improvements.

4. Cable service providers and electric utilities:

(i) routine maintenance of equipment, including, but not limited to, poles, overhead/underground transformers, streetlights, and brackets, wire and cable (underground or aerial, provided other aerial facilities exist), pedestals, switches, arresters, risers, fuses, and all associated hardware;

(ii) installation of equipment in order to provide new customer service within 500 feet, providing it does not cross the pavement;

(iii) extend or replace existing underground facilities up to 500 feet parallel to the rights-of-way, provided it does not cross the pavement;

(iv) extend or replace existing aerial facilities up to 500 feet parallel to the rights-of-way, provided other aerial facilities exist and it does not cross the pavement;

(v) repair existing facilities, provided it does not cross the pavement;

(vi) replace or upgrade existing facilities, up to 500 feet, provided it does not cross the pavement;

(vii) perform field inspections for conditions and locations of electric facilities;

(viii) perform miscellaneous minor maintenance related work;

(ix) install electric facilities in existing casing/pipe or conduit system;

(x) remove facilities no longer needed for service;

(xi) adjust aerial facilities to meet National Electric Safety Code;

(xii) trim trees, so long as the utility complies with § 23-11 of this article;

(xiii) any facility relocations required for village improvements.

(b) A utility shall submit the following in order to obtain an annual general permit:

1. name and address of the utility;

2. general MOT for various types of construction that may occur in the right-of-way;

3. either proof of a valid franchise or valid registration with the village, or a letter from village staff stating that the utility is expressly permitted by the village to operate within the rights-of-way without a franchise or registration;

4. permit fee, if a fee has been established and if the utility is not exempt; and

5. any other information as the village staff shall find reasonably necessary to the determination of whether a permit should be issued hereunder.

(c) A utility operating under an annual general permit shall provide village staff with weekly locations and a schedule of construction in the rights-of-way or shall notify village staff within sixty (60) minutes of any construction in the rights-of-way, if no map is provided or if construction is required to facilities not on the weekly map and schedule.

(d) If a utility is operating under an annual general permit and the construction is not on the provided weekly map and schedule, the utility must notify village staff within twenty-four (24) hours of completion of construction in the rights-of-way pursuant to this section.

(e) Unless deemed an emergency, a utility engaging in construction in the rights-of-way under an annual general permit is subject to every section of this article, with the exception of § 23-8(e), (m), (j) and (l).

§ 23-6. - Appeals process for denial of permits.

The applicant may request administrative review of the denial of an application by submitting a written request for review to the village public works director. The request must set forth all factual and legal reasons why the applicant believe the denial was in error. The public works director shall complete the review and issue a written decision within 45 days after a written request for review is made. A denial must identify the specific statutory or code provisions on which the denial is based. If the administrative review is not complete within 45 days, the village will be deemed to have waived any claim regarding failure to exhaust administrative remedies in any judicial review of the denial of an application. Appeals from the director's decision may be taken in the circuit court by way of a petition for writ of certiorari as provided for by general law and court rules.

§ 23-7. - Emergencies.

(a) If an emergency arises, a utility may repair or replace any facilities affected without obtaining the usual necessary permits.

(b) The following paragraphs or subparagraphs of this article do not apply in the event of an emergency: § 23-2; 23-3; 23-4; 23-5; 23-6; 23-8(c), (e), (f), (g), (j), (l), and (p); and 23-9(d).

(c) If a utility begins any construction in the rights-of-way due to an emergency, the utility or its designee shall notify the village within sixty (60) minutes of arrival at the site.

§ 23-8. - Construction specifications.

(a) The village staff, in coordination with county staff, may develop a Utility Accommodations Guide that will provide an outline of the procedures and requirements, as provided in this article, that a utility shall follow in order to be considered for approval from the village.

(b) All construction in the rights-of-way by any utility shall be performed in an orderly and professional manner.

(c) Prior to the issuance of a permit for construction in the rights-of-way, the utility shall obtain all necessary permits, licenses, or other authorizations from federal, state and local authorities for construction of facilities in the rights-of-way.

(d) The utility shall construct facilities in a manner consistent with and in full compliance with the rules and regulations promulgated by any federal or state agency having jurisdiction over the utility. If the village council, after holding a public hearing, determines that there are reasonable grounds to believe the utility is not in compliance with the rules and regulations promulgated by the federal and/or state agencies having jurisdiction over the utility, the utility shall have thirty (30) days to come into compliance and verify compliance. If the utility fails to come into compliance and verify compliance within thirty (30) days, the utility may report any violations to the appropriate agency and suspend any permits in connection with the violation.

(e) All new utility construction in the right-of-way shall comply with the village's Land Development Code.

(f) Upon the undergrounding of the aerial facilities of the utility owning the poles upon which other utilities are located, all such other utilities shall concurrently place its facilities underground at depths and locations approved by the village staff. All new electrical or communications services facilities placed underground shall be placed in conduits unless the village staff agrees that doing so is technically impossible. Those poles no longer being used by such utilities shall be deemed abandoned and removed from the rights-of-way as soon as possible.

(g) Commencement of construction shall take place as soon as possible after issuance of a permit by the village, but not later than twenty (20) days after line location, unless the utility notifies village staff and provides a good faith reason for not proceeding with construction.

(h) The utility shall comply in all respects with the requirements of Florida Statutes Chapter 556, including the Florida One Call/Sunshine 811 System.

(i) The utility shall comply with all applicable federal, state, and local laws and all applicable federal, state, and local rules and regulations.

(j) Except as provided for in article III of this chapter, if construction of an approved plan is not commenced within one year after the issuance of a rights-of-way construction permit, unless the utility provides a good faith reason in writing for the delay, it is presumed that the utility failed to proceed expeditiously, and the permit(s) issued by the village are deemed to be revoked.

(k) Nothing in this article shall prevent early completion of construction of facilities. Once commenced, construction within the rights-of-way shall not exceed ten (10) working days, unless otherwise provided for in the permit.

(l) On the final day of scheduled construction, an inspection by village staff or contracted agents shall take place, and if construction is completed, the permit shall expire and any further construction shall be a violation of this article. If construction is not completed on the final day of scheduled construction, the utility shall provide reasons for the delay, and if the village staff determines that there is good cause for the delay, the permit shall be extended for a reasonable amount of time, as determined by village staff. If village staff determines that the delay in completion of construction is unreasonable, it may (1) allow the utility to complete construction, (2) secure the area so as not to cause danger to the public, at the utilities sole expense, and require the utility to obtain a new permit, or (3) may complete the construction at the utility's sole expense. Village staff may deny any further permits to a utility that does not abide by construction schedules, as set forth by village staff, and may fine the utility pursuant to § 23-15 of this article.

(m) Within three (3) working days after completion of construction in the rights-of-way, the utility shall notify the village staff of completion via email or facsimile. After notification is received, the permit issued is automatically deemed closed.

(n) All utilities placing facilities in the rights-of-way shall mark their facilities for identification in such a manner as the village staff requests. A key to the identifying marks shall be kept by the village.

(o) As soon as possible after completion of construction, a utility shall submit in a format acceptable to the village staff as-built plans to the village staff. The as-built plans should identify the size of the facility placed and its exact location within the rights-of-way. Any proprietary information regarding the installation not necessary for purposes of locating the facility should not be included in the as-builts.

(p) Except as otherwise provided by federal or state law or federal or state agency with jurisdiction over the utility, poles that meet the definition of new facilities shall not be emplaced in the rights-of-way by any utility.

(q) If any underground facilities are to be placed under pavement, the utility constructing said facilities shall use a boring technique. If boring is economically unreasonable or technically impossible, or if there is an active plan to resurface the pavement within twelve (12) months of commencement of construction, the utility may seek approval from the village staff to cut any pavement or excavate in order to construct facilities. Pavement shall not be cut unless no other reasonable construction alternatives are available and no alternative exists as to the desired route that will avoid cutting the pavement.

(r) A village inspector may be present at various times during construction of facilities in order to assure compliance with this article and with any permits issued.

(s) The permit holder is responsible for safety and is required to meet all federal, state and local construction standards.

(t) The village reserves the right to limit the work of the utility to assure a minimum of inconvenience to the public.

(u) Unless state or federal law or a state or federal agency with jurisdiction over the utility require otherwise, the village may request that a utility locate its facilities within a specific portion of the rights-of-way, so long as the request is not technically unreasonable or economically impossible.

(v) At all times, at least one (1) individual on the construction site shall speak English.

(w) If any terminals, cross-connect boxes, pedestals, junction boxes, or other like facilities are to be placed in the rights-of-way, they shall be placed on the property lines as they exist at the time of construction of the facilities or as close to the property lines as possible of adjacent private property. Unless otherwise required by federal or state law or federal or state agency, and unless technically impossible or economically unreasonable, all new construction of terminals, cross-connect boxes, pedestals, junction boxes, or other like facilities shall be placed at or below grade. If federal or state law or federal or state agency require the facilities be placed above ground, the village may, at its option, require the undergrounding of the facility at the village's expense, pursuant to federal or state law or federal or state agency. If the new terminals, cross-connect boxes, pedestals, junction boxes, or other like facilities are placed above grade, the utility shall provide camouflage reasonably related to the size and function of the facility, which shall be adequate to sufficiently conceal the facility in a manner approved by the village during the permitting process. In selecting such devices, utilities shall use the smallest and least obtrusive facilities to perform the desired function unless doing so would be technically impossible or economically unreasonable.

(x) If the utility restores or reconstructs any part of any paved area of the rights-of-way, the utility shall comply with all federal and state requirements, as well as any applicable provisions of the village's zoning code. Any restoration or reconstruction of the rights-of-way performed by the utility as a consequence of its construction in the rights-of-way shall be at the utility's own expense. The utility shall maintain all such restoration or reconstruction in a condition approved by the village for a period of one year following such restoration or reconstruction or until such time as the right-of-way is damaged or altered by a person or force beyond the utility's control, whichever is shorter. If the utility does not proceed expeditiously to complete the restoration or reconstruction, the village may perform the restoration or reconstruction at the sole expense of the utility.

(y) The village manager is authorized to adopt and periodically revise administrative rules, procedures, and forms deemed by the manager to be necessary to implement this chapter and applicable law. All such administrative regulations shall be published on the village's website, and may not be inconsistent with any provision of law or this chapter.

§ 23-9. - Collocation and cooperation requirement.

(a) If not technically impossible or economically unreasonable, all communications services provider, video service provider or wireless infrastructure provider facilities shall be installed parallel with and in the same manner as utilities previously occupying the rights-of-way.

(b) Multiple cable configurations shall be arranged in parallel and bundled or stacked so as to occupy as little space in the rights-of-way as possible with due respect for engineering considerations.

(c) A utility shall install its underground equipment and apparatuses simultaneously with other like utilities whenever possible. The village shall notify in writing all other utilities located in that portion of the rights-of-way for which a utility has applied for and been granted a rights-of-way construction permit. If the village elects not to make such notice, is shall not enforce the foregoing undergrounding requirement as against such other utilities who do not possess knowledge of the approved project.

1. Any utilities wishing to perform construction under an annual general permit in that portion of the rights-of-way in which another utility is planning construction shall notify the village staff at least forty-eight (48) hours prior to the scheduled date for commencement of construction.

2. Any utility wishing to perform construction under an expedited permit in that portion of the rights-of-way in which another utility is planning construction shall apply for the permit as soon as possible after notification is received from the village, but no later than five (5) business days prior to commencement of construction.

3. Any utilities wishing to perform joint construction under a rights-of-way construction permit in a portion of the rights-of-way for which another utility is planning construction shall notify the village staff within five (5) business days of receipt of the notification.

4. The village shall issue a schedule of construction in writing to all utilities wishing to perform joint construction under rights-of-way construction permits at the issuance of the permits.

5. The village shall amend the schedule as needed to accommodate those utilities that are engaging in construction under the annual general or expedited permits.

(d) All horizontally-installed utilities of like kind shall occupy one (1) trench, unless technically impossible or economically unreasonable. If a utility cannot occupy an existing trench, that utility shall create a new trench into which all like utilities thereafter installed shall collocate, unless technically impossible or economically unreasonable, or until there is no space remaining for any additional utilities.

(e) Unless technically impossible, a CSP, video service provider or wireless infrastructure provider shall install its horizontally-installed facilities within an existing conduit, if space is available in an existing conduit and agreeable terms can be reached between the owner of the conduit and the CSP, video service provider or wireless infrastructure provider seeking to enter into the conduit. The owner of the conduit may reserve inner ducts and conduits for future use, and if the only available space is a conduit or inner ducts reserved for future use, it is deemed that there is no space in the existing conduit. If there is no space in an existing conduit, a telecommunications service provider, video service provider or wireless infrastructure provider may construct a new conduit within an existing trench as provided in subsection (e). The CSP, video service provider or wireless infrastructure provider may charge a reasonable rental fee or divide the cost of construction and maintenance pro rata with any new CSPs, video service providers or wireless infrastructure providers required by this section to locate within its conduit, but not both.

(f) If there is sufficient space within an existing conduit and it is not technically impossible to place the facilities in the conduit and no reasonable arrangement can be made with the owner of the conduit for use of that space, the utility seeking to locate its facilities within that portion of the rights-of-way may apply for a variance to the board of adjustment. A variance may be granted only if the utility owning the conduit refuses to charge a reasonable rental fee or construction and maintenance fee or if the utility owning the conduit places unreasonable conditions or restrictions upon the utility seeking to enter the rights-of-way. If a utility owning a conduit causes another utility to apply for a variance in violation of any requirements of this chapter, the conduit owner is subject to the penalties listed in § 23-16.

(g) Any communications services provider, video service provider or wireless infrastructure provider unwilling to collocate its facilities as required in this subsection shall not be issued a permit.

§ 23-10. - Damage or injury caused by utility constructing in the rights-of-way.

(a) In the event that a utility, during construction of facilities under any of the permits issued pursuant to this article or as otherwise authorized by this chapter causes damage to pavement, sidewalks, driveways, facilities owned by the village, facilities owned by other utilities, or other property, public or private, the utility shall notify the village and the owner of the damaged property within twenty-four (24) hours of such damage. Pursuant to Florida Statutes § 337.401(2), the permit-holder which caused the damage or its authorized agent shall, at its own expense and in a manner approved by the village, replace and restore such places to as good or better condition than existed before said work was commenced within a reasonable time and manner acceptable to village staff. If necessary, temporary repairs may be performed according to FDOT standards. If the owner of the damaged property requests that said owner repair the damage caused by the permit holder, and does in fact repair the damage in a reasonable time and in a manner acceptable to village staff, the permit holder shall reimburse the owner for the actual and reasonable cost and labor of repairs resulting from the damage. If the permit holder damages any village streets or sidewalks, it shall abide by all guidelines provided in the village's land development code. The permit holder shall further maintain all such restoration in the condition approved by the village for a period of one year following such restoration, or until such time as the right-of-way is damaged or altered by a person, utility, or force beyond the control of the utility making the repairs, whichever is shorter.

(b) *Acknowledgment required*. At the time a utility submits its application for an annual general permit, or if the utility does not apply for an annual general permit prior to January 1 of each year, that utility shall sign an acknowledgment stating the following: if, during construction of a utility's facilities by the utility, a claim arises against the utility and/or the village as a result of the utility's negligent or intentional acts, the utility will indemnify, hold harmless, and defend the village against all claims.

(c) In addition to the foregoing, and pursuant to Florida Statutes § 337.402, should any public road be damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road, the owner of the utility shall, at its own expense, restore the road to its original condition before such damage. If the owner fails to make such restoration, the village is authorized to undertake the work and to charge the cost thereof against the owner.

(d) At the time a utility submits its application for an annual general permit, or if the utility does not apply for an annual general permit, prior to being issued a site-specific permit, that utility shall sign an acknowledgment stating the following:

> If, during construction of a utility's facilities by the utility or its agents, a claim arises against the village as a result of the utility's negligent or intentional acts, the utility will indemnify, defend and hold harmless the village against all such claims.

(e) The village may require a utility to present proof of insurance prior to the commencement of construction in the rights-of-way.

(f) To ensure that property owners are not required to pursue subcontractors and sub-subcontractors in order to have their damaged property repaired, the utility for which the work is being performed shall be deemed to be a co-permit holder, along with its contractor and any of its contractor's subcontractors. Any property owner who is not afforded the repair work required by this section is authorized to file a civil action in the appropriate court to enforce the terms of this section.

§ 23-11. – Trimming, maintenance or removal of greenery.

(a) Any utility trimming or removal of any tree protected by state or local law trees in or from the right-of-way must do so only in compliance with those laws.

(b) If any utility finds it necessary to trim trees or other plant life in the rights-of-way in order to avoid contact between wires or cables and branches, the utility shall notify the village staff at least 24 hours prior to the proposed trimming. At the option of the village, the trees or other plant life may be trimmed either by the village at the expense and under the supervision of the utility or by the utility under the supervision of the village. Trimming shall be limited to the area required for clear cable passage and shall not include major structural branches which materially alter the appearance and natural growth habits of the tree. Any trees or other plant life may not be trimmed in a manner that would adversely affect its natural growth pattern or cause the tree to appear unnatural. The utility shall be responsible for any and all damages to any trees or other plant life as a result of the trimming, to property surrounding any tree or plant life and to persons who may be injured as a result of the trimming.

(c) A utility that is an electric power transmission utility shall also comply with Florida Statutes § 163.3209. To the extent the provisions of this section and the statute conflict, the statute shall control.

(d) If a utility seeks to temporarily remove trees or other plant life from the rights-of-way to construct facilities, the utility shall submit a restoration plan to village staff (which may consult with a qualified arborist) with its application for permit or, if constructing facilities under an annual general permit, at least forty-eight (48) hours prior to construction. The restoration plan shall propose to restore the disturbed area to its previous state, or as close as possible to its previous state. If the plan is unacceptable, village staff shall state the defects in the plan in writing as soon as possible after submission, and, village staff may deny any permits in connection with the restoration plan or may delay construction under an annual general permit until the defects in the restoration plan are corrected.

(e) To the extent the village requires a utility, as a condition of permitting the installation of utility infrastructure in the right-of-way, to install trees, shrubs or other greenery, the utility shall continue to maintain such greenery to the standards set forth in the permit and the village's landscaping code and any applicable franchise agreement.

§ 23-12. - Relocation required if requested.

(a) If a utility facility that is placed upon, under, over, or within the right-of-way limits of any village road is found by the village to be unreasonably interfering in any way with the convenient, safe or continuous use, or the maintenance, improvement, extension, or expansion of such road or rights-of-way, the facility owner shall, upon 30 days' written notice to the owner or its agent by the village, initiate the work necessary to alleviate the interference, including by relocating or removing its facilities, at its own expense, except in those circumstances set forth in Florida Statutes § 337.403(1)(a)-(k).

(b) The village shall notify, by certified mail, return receipt requested, all affected utilities in writing at least ninety (90) days prior to construction. The village shall require all utilities to respond within thirty (30) days of receipt of the notice, stating the amount of time, in days, the utility estimates it will require to remove their facilities and whether the utility can perform work simultaneously with any other utilities. Depending on the scope of the project, the village may grant additional time to the utilities to respond to the notice.

(c) Pursuant to the information received from the affected utilities, the village shall prepare a removal and relocation plan in writing, and all affected utilities shall remove or relocate their facilities according to that plan. If any facilities are relocated pursuant to this paragraph, the utility shall comply with this article in its entirety, except that the utility shall not need to apply for a permit.

(d) If a utility fails to comply with an order of the village to relocate its facilities or otherwise to alleviate the interference as required by this section, and the village must undertake the work at its own expense, the village shall first provide the utility owner's chief executive officer or other agent designated by the utility notice that the village will perform the work. Pursuant to Florida Statutes § 337.404, after the work has been completed at the village's expense, the village shall present an order to the utility requiring the payment of the cost of the work, and affording the utility a reasonable time, which shall be not less than twenty (20) days and not more than thirty (30) days, to appear before the village clerk to contest the reasonableness of the order. A utility which does not make an appearance within this time, the order is deemed final. A final order shall constitute a lien on any property of the utility owner and may be enforced in the manner set forth in Florida Statutes § 337.404(2).

(e) Notwithstanding the foregoing, if required relocation is of a facility of a CSP, the village shall comply with the requirements of Florida Statutes § 337.404(4) and Florida Statutes § 337.4031 in addition to the provisions of this chapter.

§ 23-13. - Guarantees.

(a) The following guarantee is required prior to the approval of an application for any permit established by this article:

Repair guarantee. If the village council finds that a utility has a demonstrated history of damaging property during right of way work in the village, then, prior to November 1 of every year, the applicant shall provide a repair guarantee for the subsequent year of no less than five thousand dollars ($5,000) to be submitted to the village guaranteeing that construction performed throughout the year has not damaged any utility owned by the village or other property, public or private. The amount of the guarantee may vary according to the scope of construction at the discretion of the village staff. The guarantee may be in the form of an acceptable irrevocable letter of credit or bond approved by the village attorney, a cashier's check, or cash deposited with the village. Such guarantee will be written in favor of the village. If any damage to village owned utilities or other property, public or private, is discovered, the repair guarantee shall be used to repair that damage. The village reserves the right to require a utility that has caused damage at a value above the amount of the guarantee herein to pay any amount above the guarantee. If there is no damage to any property caused by the utility found within the village, the repair guarantee may be released to the utility by no later than January 31 or, at the option of the utility, may be utilized by the utility as the repair guarantee for the subsequent year.

(b) The following guarantees may, in the village's sole discretion, be required to accompany an application for any permit established by this article:

1. *Performance guarantee*. In cases where the estimated cost of the project exceeds two thousand five hundred dollars ($2,500.00) and the utility is not currently occupying any portion of the rights-of-way within the village, the village may require a performance guarantee to be filed with the application for a permit hereunder in an amount equal to one hundred percent (100%) of the estimated cost of the project. The guarantee may be in the form of an irrevocable letter of credit or bond approved by the village attorney, cashier's check, or cash deposited with the village. Such guarantees shall be written in favor of the village and shall be conditioned on the completion of the project within the time limit on the face of the permit. The amount of the performance guarantee shall be based on standard construction cost determining methods and approved by village staff. No guarantee shall be released until a final inspection by the village staff determines that the installations are acceptable.

2. *Maintenance guarantee*. In cases where the estimated cost of the project exceeds ten thousand dollars ($10,000), the village may require a maintenance guarantee to be submitted to the village guaranteeing the improvement for a period of not less than eighteen (18) months. The guarantee may be in the form of an acceptable irrevocable letter of credit or bond approved by the village attorney, cashier's check, or cash deposited with the village. The applicant shall request an inspection of the guaranteed facilities three (3) months prior to the expiration of the eighteen (18) month guarantee period, and no security shall be released until an acceptable inspection has been conducted by the village staff.

§ 23-14. - Removal of facilities not in use.

(a) If any utility does not utilize any facilities or portion thereof placed in the rights-of-way within twelve (12) months of location therein, upon written request, the utility shall provide proof to the village staff that the facilities will be used within three (3) months or a written statement that those facilities are reserved for future use. If the utility does not provide the above, the utility shall remove those facilities not utilized when construction of facilities by another utility takes place in that portion of the rights-of-way where the facilities to be removed are located, or at such other reasonable time as the village shall require in light of the needs of the village to manage its rights-of-way, including risks associated with allowing abandoned facilities to remain therein, as well as the needs of other utilities to deploy or plan to deploy facilities within the same rights-of-way.

(b) If any utility abandons any facilities located within the rights-of-way, the utility shall notify the village clerk within sixty (60) days of the intent to abandon the facilities. When a notice of intent to abandon facilities is received, the utility has the option of leaving those facilities in place and giving the village a bill of sale for such facilities, or removing the facilities. The village shall notify the utility within sixty (60) days whether the village will accept the bill of sale or require the utility to remove the facilities. Failure of such notice shall not obligate the village to purchase the same and the village may renotify the utility of its preferred alternative at a later date. If the village rejects the bill of sale, the facilities shall be removed at the expense of the utility when construction of facilities by another utility takes place in that portion of the rights-of-way where the abandoned facilities are located.

§ 23-15. – Remain underground rule.

Unless state or federal law prohibits enforcement of this section, once a utility has located its facilities underground, such facilities must not thereafter be relocated above-ground.

§ 23-16. - Penalties.

(a) Any violation of this chapter shall be punishable by fine or otherwise as provided for in article II of chapter 1 of the code. However, enforcement, including fines, will not be imposed for any violation under appeal pursuant to § 23-6.

(b) In addition, after giving written notice and reasonable time to cure, the village can pursue all other lawful action, including suspending or denying permits issued pursuant to this article, filing a complaint with the Florida PSC advising of a violation of the village's code, filing an injunction in the circuit court to enforce the terms of this article or to enjoin the use of the rights-of-way, filing an action in federal court to enforce payment of just compensation pursuant to the federal Telecommunications Act, pursuing action before the code enforcement board to impose daily fines, and/or denying permits or development orders for other projects or use of the rights-of-way by the utility. These remedies shall be cumulative.

ARTICLE III. – USE BY COMMUNICATIONS SERVICES PROVIDERS

§ 23-30. - Purpose.

The purpose of this article is:

(a) To establish a competitively neutral policy for the use of the rights-of-way for the provision of communications services, as defined in Florida Statutes § 202.11.

(b) To protect the village's investment in the rights-of-way by providing rules and regulations governing communications services providers' access to and use of the rights-of-way by communications service providers to ensure and protect the public health, safety and welfare.

(c) To regulate the placement of structures and facilities in the rights-of-way pursuant to Florida Statutes § 166.021.

(d) To prescribe reasonable rules for such uses not inconsistent with Florida Statutes § 337.401 and Florida Statutes § 364.0323, so as to minimize disruption of services in the rights-of-way, regulate the use of the rights-of-way by communications services providers, and regulate the construction, installation, maintenance, repair, removal and replacement of such facilities in the rights-of-way.

(e) To preserve the public's traditional use of the rights-of-way while allowing access to the rights-of-way to utilities.

§ 23-31. - Registration for construction, placement, maintenance, or ownership of facilities in rights-of-way.

(a) A CSP that desires to place or maintain facilities in the rights-of-way in the village shall first register with the village in accordance with the terms of this article. Subject to the terms and conditions prescribed in this article, a registrant may place or maintain facilities in the rights-of-way.

(b) Subject to the terms and conditions contained in this division, a registrant may construct, install, maintain, repair, expand, remove, or locate permanent or temporary facilities in, on, over, under, on and across the designated rights-of-way.

§ 23-32. - Nature of registration.

A registration shall not convey to the registrant any title, equitable or legal in the rights-of-way. Registration under this article governs only the placement or maintenance of facilities in the rights-of-way. Other ordinances, codes, or regulations may apply to the placement or maintenance in the rights-of-way of facilities that are not facilities as defined herein. Registration does not excuse a CSP from obtaining appropriate access or pole attachment agreements before locating its facilities on the village's or another person's facilities. Registration does not excuse a CSP from complying with all applicable village ordinances, including this article.

§ 23-33. - Registration; effectiveness.

(a) *Registration*. Each CSP that desires to place or maintain facilities in rights-of-way shall file a registration with the village, which shall include the following information:

(1) Name of the applicant;

(2) Name, address and telephone number of applicant's primary contact person in connection with the registration;

(3) Evidence of insurance coverage required under this article;

(4) The number of the registrant's current certificate of authorization issued by the Florida PSC, the FCC or other federal or state authority, if any; and

(5) For an applicant that does not provide a Florida PSC certificate of authorization number, if the applicant is a corporation, proof of authority to do business in the State of Florida, including the number of certificate of incorporation.

(b) The village shall review the information submitted by the applicant. Such review shall be by the village staff. If the applicant submits information in accordance with § 23-33(1) above, the registration shall be effective and the village shall notify the applicant of the effectiveness of the registration in writing. If the village determines that the information has not been submitted in accordance with § 23-33(1) above, the village shall notify the applicant of the non-effectiveness of registration, and reasons for non-effectiveness, in writing. The village shall so reply to an applicant within thirty (30) days after receipt of registration information from the applicant. Appeals from denials of registration shall be governed by § 23-36.

(c) A registrant may cancel a registration upon sixty (60) days written notice to the village noticing that it will not place or maintain facilities in the right-of-way and will no longer need to obtain permits to perform work in the rights-of-way. A registrant cannot cancel a registration if the registrant continues to place or maintain any facilities in the rights-of-way.

(d) Registration shall not in itself establish any right to place of maintain priority for the placement or maintenance of the rights-of-way within the village, but shall establish a right for the registrant to apply for a permit. Registrations are expressly subject to any future amendment to or replacement of this article and further subject to any additional village ordinances, as well as any state or federal laws that may be enacted.

(e) Pursuant to Florida Statutes § 337.401(3)(a), a registrant shall renew its registration with the village no later than April 1 of every fifth year after the initial year of registration. During periods between renewals, registrants shall notify the village within ninety (90) days of any change in registration information. If no information has changed in the then existing registration, the renewal may state that no information has changed. If the village finds that non-renewal of registration was a good faith error on the part of the CSP, the only penalty for non-registration shall be the non-issuance or revocation of permits to work in the rights-of-way; otherwise § 23-42 shall apply.

(f) In accordance with applicable village codes and ordinances, a permit is required of a CSP that desires to place or maintain facilities in the rights-of-way. An effective registration shall be a condition of obtaining a permit. An effective registration with the village shall not be construed to mean that permit requirements shall not apply or that such requirements have been satisfied by the registrant.

(g) *Maintenance of registration documents, registration fee*. The village shall provide a registration number to a CSP that has satisfied the requirements in subsections (a) and (b) of this section. The village shall maintain records of registration and renewal for all CSP's placing or maintaining facilities within the rights-of-way. Pursuant to Florida Statutes § 337.401(3)(a), the village is prohibited from requiring a provider to pay any fee, cost or other charge for registration or renewal thereof.

§ 23-34. - Assignment of facilities; effect on registration.

If the registrant transfers, sells or assigns any of its facilities located within the rights-of-way within the village, the transferee, buyer or assignee shall comply with the terms of this article as of the effective date of the transfer or assignment. Written notice of any such sale, transfer or assignment shall be provided by the registrant to the village within 20 days after the effective date of the transfer. If the transferee, buyer or assignee is registered with the village at the time of the transfer, sale or assignment, the transferee, buyer or assignee is not required to re-register. If the transferee, buyer or assignee is not a current registrant. No later than sixty (60) days after the effective date of the transfer, sale or assignment, the transferee, buyer or assignee shall register in its own name in accordance with § 23-33(a) of this article.

§ 23-35. - Suspension of permits.

(a) After giving reasonable notice and time to cure, the village may suspend or deny any permit for work in the rights-of-way for one or more of the following reasons:

(1) Violation of permit conditions, including conditions set forth in this chapter or other applicable village codes, ordinances, or regulations governing use of the rights-of-way;

(2) Misrepresentation or fraud by registrant in a registration or permit application to the village;

(3) Failure to relocate or remove facilities as may be lawfully required by the village;

(4) Failure of a CSP to timely renew its registration; or

(5) Any other unlawful activity that may affect the village or the rights-of-way.

(b) A suspension or denial of a permit may be appealed pursuant to § 23-36.

§ 23-36. - Appeals.

Final, written decisions of the village staff denying an application for registration, denying an application for renewal of a registration, or suspending or denying permits are subject to appeal. An appeal must be filed with the village clerk within thirty (30) days of the date of the final, written decision to be appealed. Any appeal not timely filed as set forth above shall be waived. The village council shall hear the appeal and may affirm or reverse the decision of the staff. If the decision is reversed, the village staff shall reevaluate the registration information provided, pursuant to § 23-33(1) of this article, and the village shall reinstate any suspended permits and issue any permits which were denied as a result of violations of this article. The filing of a timely appeal acts as a stay upon any final decision being appealed until such appeal is decided by the council.

§ 23-37. - Construction in the rights-of-way.

(a) *Registrant must obtain applicable permits.* Registrant shall not place or maintain its facilities in the rights-of-way until all applicable permits have been issued by the village or other appropriate authority, subject to article II of this chapter. The registrant may place or maintain the facilities in the rights-of-way specifically identified in permits obtained in accordance with applicable provisions of this chapter or other applicable village codes and regulations. The permission to use and construct in the rights-of-way is only for those areas specifically identified in the permit.

(b) *Compliance with village codes and regulations.* Registrant shall comply with all applicable village codes and regulations in placing or maintaining the facilities in the rights-of-way, including, but not limited to, engineering regulations, permit requirements, contractor licensing requirements, landscaping codes, fire codes and zoning codes.

(c) *Construction standards.* Registrant shall place or maintain its facilities in the rights-of-way in compliance with all applicable construction standards as established by local, state or federal law and in conformance with the village codes and regulations, including the standards set forth in this chapter. Registrant shall use and exercise due caution, care, skill and expertise in performing work in the rights-of-way and shall take all reasonable steps to safeguard work site areas.

(d) *Maintenance.* A registrant shall maintain its facilities in the rights-of-way in a safe condition.

§ 23-38. - Involuntary termination of registration.

(a) The village may terminate a registration if:

(1) A federal or state authority suspends, denies, or revokes a registrant's certification or license to provide communications services;

(2) The registrant's placement or maintenance of a communications facility in the rights-of-way presents, in the reasonable judgment of the village, an extraordinary

danger to the general public or other users of the rights-of-way and the registrant fails to remedy the danger promptly after receipt of written notice;

(3) The registrant ceases to use all of its communications facilities in rights-of-way and has not complied with § 23-14 of this chapter; or

(4) The registrant intentionally misrepresented itself on its registration.

(b) Prior to termination, the registrant shall be notified in writing by the village of the proposed termination, setting forth all matters pertinent to the proposed termination action, including which of subsections (a) (1) though (4) above is applicable as the reason therefore, and describing the proposed action of the village with respect thereto. The registrant shall have sixty (60) days after receipt of such notice within which to address or eliminate the reason or within which to present a plan, satisfactory to the village, to accomplish the same. If the plan is rejected, the village shall provide written notice of such rejection to the registrant and shall make a recommendation to the village council regarding a final decision as to termination of registration. A decision by the village to terminate a registration may only be accomplished by an action of the village council. A registrant shall be notified by written notice of any decision by the village council to terminate its registration. Such written notice shall be sent within seven (7) days after the decision.

(c) In the event of termination, the former registrant shall: (a) notify the village of assumption or anticipated assumption by another registrant of ownership of the registrant's communications facilities in rights-of-way; or (b) provide the village with an acceptable plan for disposition of its communications facilities in rights-of-way. If a registrant fails to comply with this subsection, the village may exercise any remedies or rights it has at law or in equity, including but not limited to taking possession of the communications facilities, requiring the registrant's bonding company within 90 days of the termination to remove some or all of the communications facilities from the rights-of-way and restore the rights-of-way to its original condition before the removal, or requiring that some or all of the communications facilities be removed and the rights-of-way restored to as good or better condition as before the removal at the registrant's expense.

(d) In any event, a registrant whose registration is terminated shall take such steps as are necessary to render every portion of the communications facilities remaining in the rights-of-way of the village safe.

(e) In the event of termination of a registration, this provision does not permit the village to cause the removal of any communications facilities that are used to provide another service for which the registrant holds a valid certification or license with the governing federal or state agency, where required, and is properly registered or holds a valid franchise with the village for such certificated or licensed service, where required.

§ 23-39. - Insurance.

(a) A registrant shall provide, pay for, and maintain satisfactory to the village the types of insurance described herein. All insurance shall be from responsible companies, duly authorized to do business in the State of Florida and having a rating in Best Insurance Guide of "A" or better. All liability policies shall provide that the village is an additional insured as to the activities it will engage in under this chapter. The required coverages must be evidenced by properly executed certificates of insurance forms. The certificates must be signed by the authorized representatives of the insurance company and shall be filed and maintained with the village annually. The registrant shall add and maintain the village as an additional insured on its general liability policy. The document shall indicate that the village, a political subdivision of the state, is an additional insured as its interests may appear; and shall also provide that insurance shall not be canceled, limited, or nonrenewed until after 30 days' written notice has been received by the village; however, insurance may be canceled and replaced with a policy that continues to meet the requirements of this division. The insurance requirements may be satisfied by evidence of self-insurance or other types of insurance acceptable to the village.

(b) The limits of coverage of insurance required shall be not less than the following:

(1) *Worker's compensation and employer's liability insurance.*

Worker's Compensation/Florida Statutory Requirements.

Employer's Liability - $500,000 limit each accident.

$500,000 limit per accident.

$500,000 limit per each employee.

(2) *Comprehensive general liability.*

Bodily Injury and Property Damage - $3,000,000 combined single limit each occurrence.

(3) *Automobile liability.*

Bodily Injury and Property Damage - $3,000,000 combined single limit each accident.

§ 23-40. - Indemnification.

(a) In matters related to any actions or activities of the CSP arising under this article, CSP shall, at its sole cost and expense, fully indemnify, defend and hold harmless the village, its officers, boards, councils, charter officials, employees, agents, and volunteers against any and all claims, suits, actions, proceedings, liabilities, and judgments for damages (including, but not limited to, expenses for reasonable legal fees and disbursements and liabilities assumed by the village in connection therewith) or equitable relief regardless of whether the act or omission complained of is authorized, allowed or prohibited by this chapter. The CSP's indemnification of the village shall include, but not be limited to all claims, suits, actions, proceedings, liabilities, and judgments for damages arising out of the following:

(1) To persons or property, in any way arising out of or through the acts or omissions of the CSP, its officers, agents, employees, servants, contractors, subcontractors, consultants or volunteers or to which the CSP's negligence shall in any way contribute; and

(2) Arising out of any claim of invasion of the right of privacy, for defamation of any person, firm, or corporation, or the violation or infringement of any copyright, trademark, trade name, service name, patent, or of any other right of any person, firm or corporation; and

(3) Arising out of the CSP's failure to comply with the provisions of any federal, state or local statute, ordinance or regulation applicable to the CSP in the conduct of its business under this chapter.

(b) The village shall be responsible for its own negligence, including that of its elected officials, charter officials, officers, and/or employees resulting from activities arising from its sole responsibilities under this chapter, but only to the extent provided by the waiver of sovereign immunity in Florida Statutes § 768.28.

(c) The CSP shall have the duty to defend the village in any action to which the village is a part which fails to allege specific actions by the village resulting from its activities under this chapter, whether or not the same claims damages for which the village is immune under federal or state law, including, but not limited to Florida Statutes § 768.28.

(d) The village shall give the CSP prompt notice of the making of any claim or the commencement of an any action, suit, or other proceeding covered by the provisions of this chapter. Nothing in this chapter shall be deemed to prevent village from cooperating with the CSP in participating in the defense of any litigation by its own counsel at its sole cost and expense.

(e) Nothing in this article shall be construed to abrogate any immunity under federal or state law, including, but not limited to, 47 U.S.C. § 555a or Florida Statutes § 768.28.

§ 23-41. - Notification of leasing and/or subleasing.

(a) Any communications services provider registered under § 23-31(a) shall notify the village within thirty days after entering into a lease agreement or sublease agreement with another communications services provider that such agreement has been entered into. Notification shall be sent to the village clerk with a copy being sent to the village attorney.

(b) The notification shall include:

(1) The name of the telecommunications company from which the facilities are leased,

(2) The name of the telecommunications company to which the facilities are leased,

(3) The address of the company to which the facilities are leased,

(4) A contact person of the company to which the facilities are leased,

(5) The telephone number where that contact person can be reached, and

(6) If not all facilities have been leased or subleased, the location of the facilities leased or subleased to the new telecommunications company.

(c) The communications services provider leasing the facilities within the village's right-of-way may, at any time, be required to provide financial information necessary to verify the accuracy of the Department of Revenue's calculations in establishing the local share of the Florida communications services tax for the village. Any information provided to the Department of Revenue shall, at the village's request, be provided to the village. The village shall not require any information of the communications provider leasing the facilities within the village's rights-of-way that is more than three years old.

§ 23-42. - Penalties for violation.

Any violation of this article shall be punishable by a fine or otherwise, as provided for in chapter 19 of the code. However, enforcement will not be pursued for any violation under appeal, pursuant to § 23-36.

In addition, after giving written notice and reasonable time to cure, the village can pursue all other lawful action, including filing a complaint with the Florida Public Service Council advising of a violation of this article, filing an injunction in the circuit court to enforce the terms of this article or registration or to enjoin the use of the rights-of-way, filing an action in federal court to enforce payment of just compensation pursuant to the Telecommunications Act, and/or denying or suspending permits or development orders for other projects or use of the rights-of-way by the CSP. These remedies shall be cumulative.

§ 23-43. - Reservation of rights and remedies.

(a) The village reserves the right to amend this article as it shall find necessary in the lawful exercise of its police powers.

(b) This article shall be applicable to all facilities placed or maintained in the rights-of-way on or after the effective date of this article and shall apply to all existing facilities in the rights-of-way prior to the effective date of this article to the full extent permitted by state and federal law.

(c) Nothing in this article shall limit the remedies of the village or the registrant available under applicable law.

ARTICLE IV. – SMALL AND MIRCO CELL SITES IN VILLAGE RIGHT-OF-WAY

§ 23-45. – Definitions unique to article.

For purposes of this article, the following terms shall have the following meanings:

Micro Wireless Facility – A small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

Small Wireless Facility – A wireless facility that meets the following qualifications:

1. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

2. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

§ 23-46. – Preemption of village authority.

(a) Pursuant to Florida Statutes § 337.401(7)(c), (d) and (g), the village may not:

(1) prohibit, regulate, or charge for the collocation of small wireless facilities in the right-of-way or for the installation, maintenance, modification, operation, or replacement of utility poles used for the collocation of small wireless facilities in the public rights-of-way;

(2) require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole;

(3) directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the village, including reserving fiber, conduit, or pole space for the village;

(4) require an applicant to provide more information to obtain a permit than is necessary to demonstrate the applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the application;

(5) limit the placement of small wireless facilities by minimum separation distances;

(6) require a demonstration that collocation of a small wireless facility on an existing structure is not legally or technically possible as a condition for granting a permit for the collocation of a small wireless facility on a new utility pole except as provided for in subsections (b) and (c) below;

(7) require compliance with the village's regulations regarding placement of small wireless facilities or a new utility pole used to support a small wireless facility in rights-of-way under the control of the Florida department of transportation unless the authority has received a delegation from the department for the location of the small wireless facility or utility pole, or require such compliance as a condition to receive a permit that is ancillary to the permit for collocation of a small wireless facility, including an electrical permit;

(8) require a meeting before filing an application;

(9) require direct or indirect public notification or a public meeting for the placement of communication facilities in the right-of-way;

(10) limit the size or configuration of a small wireless facility or any of its components, if the small wireless facility complies with the size limits in § 23-47 of this code;

(11) prohibit the installation of a new utility pole used to support the collocation of a small wireless facility if the installation otherwise meets the requirements of Florida Statutes § 337.401(7)(d);

(12) require that any component of a small wireless facility be placed underground except as provided in subsections (b) and (c) below; and

(13) institute, either expressly or de facto, a moratorium, zoning-in-progress, or other mechanism that would prohibit or delay the filing, receiving, or processing of registrations, applications, or issuing of permits or other approvals for the collocation of small wireless facilities or the installation, modification, or replacement of utility poles used to support the collocation of small wireless facilities.

(b) In an area where the village has required all public utility lines in the rights-of-way to be placed underground, a wireless provider must comply with written, objective, reasonable, and nondiscriminatory requirements that prohibit new utility poles used to support small wireless facilities if:

(1) The village, at least 90 days prior to the submission of an application, has required all public utility lines to be placed underground;

(2) Structures that the village allows to remain above ground are reasonably available to wireless providers for the collocation of small wireless facilities and may be replaced by a wireless provider to accommodate the collocation of small wireless facilities; and

(3) A wireless provider may install a new utility pole in the designated area in the right-of-way that otherwise complies with this subsection and it is not reasonably able to provide wireless service by collocating on a remaining utility pole or other structure in the right-of-way.

(c) For small wireless facilities installed before the village adopts requirements that public utility lines be placed underground, the village must:

(1) Allow a wireless provider to maintain the small wireless facilities in place subject to any applicable pole attachment agreement with the pole owner; or

(2) Allow the wireless provider to replace the associated pole within 50 feet of the prior location in accordance with subsection (d) below.

(d) The village may require wireless providers to comply with its objective design standards adopted in this code. However, the code may only require:

(1) A new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color;

(2) Reasonable spacing requirements concerning the location of a ground-mounted component of a small wireless facility which does not exceed 15 feet from the associated support structure; or

(3) A small wireless facility to meet reasonable location context, color, camouflage, and concealment requirements, subject to the limitations in Florida Statutes § 337.401(7); and

(4) A new utility pole used to support a small wireless facility to meet reasonable location context, color, and material of the predominant utility pole type at the proposed location of the new utility pole.

Such design standards under this paragraph may be waived by the village upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or utility pole or are technically infeasible or that the design standards impose an excessive expense. The waiver must be granted or denied within 45 days after the date of the request.

§ 23-47. – Small wireless facility height and design provisions.

(a) The height of a small wireless facility shall be limited to 10 feet above the utility pole or structure upon which the small wireless facility is to be collocated. The height for a new utility pole is limited to the tallest existing utility pole located in the same contiguous right-of-way as of July 1st 2017, measured from a grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the height of the utility pole shall be no greater than 50 feet, inclusive of the height of the small wireless facility attached thereto.

(b) A new utility pole or similar vertical structure to support a small wireless facility installed in public right-of-way must be designed to afford collocation of at least three antennae, and must be of a design which will limit the added visual blight the installation will cause, and/or which will provide alternative functionality to enhance public safety, such as by incorporation of decorative lighting elements.

§ 23-48. – Small wireless support facilities right-of-way permit process.

(a) A permit shall be required prior to the installation in the public right-of-way of a small wireless facility or a utility pole designed to support a small wireless facility. Except as preempted or limited in this part, such permit applications shall be applied for under the same process, and shall be reviewed under the same standards, and shall be subject to the same conditions, as applies to all other utilities seeking right-of-way permits under this article, including but not limited to provisions on insurance coverage, indemnification, performance bonds, security funds, abandonment, landscaping, undergrounding requirements, and village liability. The village staff shall approve a complete application unless it does not meet the village's applicable codes.

(b) In addition to denial for a failure to satisfy the standards and conditions referenced in subsection (a) above, a permit application for the collocation of a small wireless facility or to place a utility pole used to support a small wireless facility in the right-of-way submitted under this part may be denied if the proposed collocation or pole:

(1) materially interferes with the safe operation of traffic control equipment;

(2) materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes;

(3) materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement;

(4) materially fails to comply with the 2017 edition of the FDOT Utility Accommodation Manual;

(5) fails to comply with applicable codes; or

(6) fails to comply with objective design standards provided for in this code.

(c) At the applicant's discretion, an applicant seeking to collocate small wireless facilities within the village may file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities.

(d) At the village's discretion, the village may require a construction bond to secure restoration of the postconstruction rights-of-way to the preconstruction condition. However, such bond must be time-limited to not more than 18 months after the construction to which the bond applies is completed. For any financial obligation required by the village allowed under this section, the village shall accept a letter of credit or similar financial instrument issued by any financial institution that is authorized to do business within the United States, provided that a claim against the financial instrument may be made by electronic means, including by facsimile. A provider of communications services may add the village to any existing bond, insurance policy, or other relevant financial instrument, and the village must accept such proof of coverage without any conditions other than consent to venue for purposes of any litigation to which the village is a party. The village may not require a communications services provider to indemnify it for liabilities not caused by the provider, including liabilities arising from the village's negligence, gross negligence, or willful conduct.

§ 23-49. – Permit review process.

(a) Permit applications submitted under this part must, in addition to the permit information required in this article, contain an email address the applicant has designated for use as the official means for the village to communicate with it concerning the application process.

(b) Permit applications for the placement of a utility pole designed to support a small wireless facility must include an attestation that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within 9 months after the date the application is approved.

(c) For permit applications submitted under this section, the village staff must, within 14 days after receiving an application, determine and notify the applicant by electronic mail as to whether the application is complete. If the application is found to be incomplete, the village staff must specifically identify the missing information. An application is deemed complete if the village staff fails to provide notification to the applicant within 14 days.

(d) A complete application must be reviewed, and either approved or denied, within 60 days after receipt of a complete application. Applications not approved or denied within that period shall be deemed to be approved unless the applicant mutually agrees to extend the review period in writing.

(e) The village staff shall notify the applicant of approval or denial by electronic mail. If the application is denied, the village staff must specify in writing the basis for the denial, including the specific code provision(s) on which the denial was based, and send the documentation to the applicant by electronic mail on the day the application is denied. To the extent the application is denied due to deficiencies within the application, the applicant shall have 30 days after the notice of denial is sent to cure the deficiencies identified and to resubmit the application. The village staff shall, within 30 days after any such resubmission, grant or deny the application. Any denial of a resubmitted application shall be limited to the deficiencies cited in the initial denial. Resubmitted applications not acted on within 30 days shall be deemed approved. If the applicant fails to resubmit the application within the 30 days provided for above, the application shall be deemed to have been withdrawn.

(f) A permit approved under this section shall be effective for 1 year unless extended further by the village.

§ 23-50. – Exemptions from permitting.

(a) The following actions with respect to small wireless facilities shall not require a permit:

(1) Routine maintenance, the performance of service restoration work on existing facilities, or repair work, including, but not limited to, emergency repairs of existing facilities or extensions of such facilities for providing communications services to customers;

(2) Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size, or

(3) Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting communications services tax under Florida Statutes Chapter 202. The village may require an initial letter from or on behalf of such provider, which is effective upon filing, attesting that the micro wireless facility dimensions comply with the limits of this subsection. The village may not require any additional filing or other information as long as the provider is deploying the same, a substantially similar, or smaller-sized micro wireless facility equipment.

(b) Notwithstanding the foregoing, an application for right-of-way work shall be required whenever excavation, closure of a sidewalk, or closure of a vehicle lane or parking lane are required, unless the provider is performing service restoration on an existing facility and the work is done in compliance with the latest edition of the Florida Department of Transportation Utility Accommodation Manual. The village requires notice of such work within 30 days after restoration and may require an after-the-fact permit for work which would otherwise have required a permit.

§ 23-51. – Collocation on village poles.

(a) Collocation of small or micro wireless facilities on village-owned poles pursuant to agreement between an applicant and the village is authorized.

(b) Such collocations on village poles are subject to the following limitations:

(1) The village may not enter into an exclusive arrangement with any person for the right to attach equipment to its poles.

(2) The rates and fees charged by the village for such collocations on village poles must be nondiscriminatory, regardless of the type of wireless services provided by the collocated facilities.

(c) Should the village receive a request to collocate a small or micro wireless facility on a village pole, the village council is authorized to enter an agreement to permit such collocation at a rate of $150 per pole annually. Such agreement shall be in a form approved by the village attorney and shall, at a minimum, provide for indemnification of the village and terms of use and maintenance. The terms of such agreement shall not conflict with the limitations and conditions set forth in Florida Statutes § 337.401(7)(f)(5)a-d.

Section 2. 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 3. 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 4. The Codifier shall codify the substantive amendments to the Estero Village Code contained in Section 1 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 5. 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 6. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the **1st day of October, 2025**, by the Village Council of the Village of Estero, Florida.

ADOPTED ON SECOND AND FINAL READING on the **15th day of October, 2025**, by the Village Council of the Village of Estero, Florida.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: ______________________________
Joanne Ribble, Mayor

By: ___________________________
Carol Sacco, CMC, Village Clerk

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

First Reading Ordinance No. 2025-12 Repealing Ordinance No. 2015-13 (related to development application review cost recovery)

Motion to adopt Ordinance No. 2025-12 on first reading and schedule 2nd reading on October 15, 2025.

Background:

Early after the Village's incorporation, and in conjunction with establishing its own regulatory fee structures, the Village Council adopted Ordinance 2015-13, establishing a "cost recovery" scheme for complex development applications which would require extensive outside legal or consulting services.

While all Ordinances creating legal obligations are required by law to be codified in a Village Code, it does not appear Ordinance 2015-13 was ever sent to the codifier for codification, however, it remains in the books as an adopted Ordinance.

In the ensuing years, the Village Council went on to adopt Community Development fee Resolutions which included cost recovery, and the Village Council has recently adopted the newest such Resolution which, again, provides for cost recovery. The structure established by Ordinance 2015-13 (which current Village staff was not even aware of until recent research) no longer reflects how the Village administers cost recovery, and so it is no longer necessary to maintain the Ordinance. The Village Attorney and Community Development Director have therefore recommended the Ordinance be repealed to ensure an inconsistent and unnecessary Ordinance does not remain legally binding.

Action Requested:

Motion to adopt Ordinance 25-12 on first reading and schedule 2nd reading on October 15, 2025.

Process and Timeline:

If approved by Council, the Village Clerk will advertise the title for a second reading and public hearing for October 15th 2025.

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared by: Robert Eschenfelder, Village Attorney

Attachments:

1. Ordinance No 2025-12 (including attached Exhibit)

ORDINANCE NO. 2025–12

AN ORDINANCE OF THE VILLAGE OF ESTERO, FLORIDA, REPEALING ORDINANCE 2015-13 RELATED TO DEVELOPMENT APPLICATION EXPENSE COST RECOVERY; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, early after the Village's incorporation, and in conjunction with establishing its own regulatory fee structures, the Village Council adopted Ordinance 2015-13, establishing a "cost recovery" scheme for complex development applications which would require extensive outside legal or consulting services; and

WHEREAS, while all Ordinances creating legal obligations are required by law to be codified in a Village Code, it does not appear Ordinance 2015-13 was ever sent to the codifier for codification; and

WHEREAS, in the ensuing years, the Village Council went on to adopt Community Development fee Resolutions which included cost recovery, and the Village Council has recently adopted the newest such Resolution which, again, provides for cost recovery; and

WHEREAS, the structure established by Ordinance 2015-13, which current Village staff was not even aware of until recent research, no longer reflects how the Village administers cost recovery, and so it is no longer necessary to maintain the Ordinance; and

WHEREAS, the Village Attorney and Community Development Director have recommended the Ordinance be repealed; and

WHEREAS, the Village Council therefore finds that it is in the best interests of the Village of Estero, its citizens, businesses, and property owners, to adopt this Ordinance.

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

Section 1. Ordinance 2015-13, as set forth in **Exhibit "A"** to this Ordinance, is hereby repealed in its entirety.

Section 2. Since the original Ordinance 2015-13 was never codified, the Village Clerk shall not transmit this Ordinance to the Codifier.

Section 3. 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 4. Pursuant to Florida Statutes § 166.041(4)(a), prior to the date the public notice of the public hearing for this Ordinance was published, the Village prepared and posted on its website a business impact estimate which included: a) a summary of the Ordinance, a statement of the public purpose to be served by the Ordinance, b) an estimate of the direct economic impact of the Ordinance on private, for-profit businesses in the Village, c) an estimate of direct compliance costs that businesses may reasonably incur due to the Ordinance, d) identification of any new charge or fee on businesses created by the Ordinance or for which businesses will be financially responsible, e) an estimate of the Village's regulatory costs and of revenues from any new charges or fees imposed on businesses to cover such costs, and f) a good faith estimate of the number of businesses likely to be impacted by the Ordinance.

Section 5. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the **1st day of October, 2025**, by the Village Council of the Village of Estero, Florida.

ADOPTED ON SECOND AND FINAL READING on the **15th day of October, 2025**, by the Village Council of the Village of Estero, Florida.

VILLAGE OF ESTERO, FLORIDA

Attest:

By: ______________________________
Joanne Ribble, Mayor

By: ____________________________
Carol Sacco, CMC, Village Clerk

EXHIBIT "A"

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2015 - 13

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, PROVIDING FOR THE RECOVERY OF PROFESSIONAL FEES AND COSTS AND VILLAGE STAFF COSTS FOR THE REVIEW OF CERTAIN ENUMERATED DEVELOPMENT APPLICATIONS AND PROCEDURES THEREFORE; PROVIDING FOR FIXED FEES FOR THE VILLAGE REVIEW OF CERTAIN ENUMERATED DEVELOPMENT APPLICATIONS; PROVIDING FOR PAYMENT OF COST RECOVERY AND FIXED FEES; PROVIDING FOR CONFLICTS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Estero was incorporated by referendum held on November 4 3, 2014, pursuant to the Charter of the Village of Estero ("Charter") created by Ch. 2014-249, Laws of Florida and as amended by Ch. 2015-193, Laws of Florida; and

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

WHEREAS, the Charter provides at Section 11, "General Provisions", paragraph (5) "Transitional Ordinances and Resolutions", that all applicable county ordinances currently in place at the time of passage of the referendum, unless specifically referenced in the Charter, shall remain in place unless rescinded by the Village Council or unless they are in conflict with an ordinance, rule or regulation of the Village; and

WHEREAS, the Village Council has determined that it is in the best interests and welfare of the Village and its residents to enact an ordinance that provides for the recovery of actual costs from applicants for the Village's review of certain enumerated development applications as set forth herein, and for the recovery of fixed fees from applicants for the Village's review of certain other development applications; and

WHEREAS, the Village intends that any county ordinances that are in conflict with this ordinance shall be rescinded and superseded by this ordinance upon its adoption; and

WHEREAS, the Village intends that any Lee County resolution adopting fees for the review of development applications shall be superseded by the fees adopted by this Ordinance for projects located within the Village of Estero; and

WHEREAS, the Village Council has considered this ordinance at a duly noticed public hearing as required by law.

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

Section 1. Recitals Adopted. That each of the above stated recitals is hereby adopted and confirmed as being true, and the same are hereby incorporated as a part of this Ordinance.

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Section 2. Cost Recovery Fees for Review of Development Applications.

(a) Cost Recovery Fees. There is hereby imposed a fee for the recovery of various costs of the Village's administrative and outside fee consultant processing and review of applications, submissions, or requests concerning development, utilization, or improvement of property in the Village of Estero, including, without limitation, the preparation of staff reports and attendance at public hearings related to such applications. Such fee is to be equal in amount to the Village's actual costs, in terms of staff and outside fee consultants' time expended in such review and processing (but shall not include the cost of one pre-application meeting per application). Applications subject to cost recovery shall include but not be limited to the following reviews:

1. Planned Development (including original plan, amendments and final approval)
2. Development of Regional Impact (including all DRI related reviews such as abandonments, substantial and non-substantial deviations, ordinance and agreement reviews, time extensions, and notices of proposed change.)
3. Special Exceptions
4. Variances
5. Development Order (including new submittals, major or minor modifications, and resubmittals)
6. Plat
7. Vacation
8. Comprehensive Plan Amendment
9. Rezoning (including but not limited to applications for planned development rezoning, including amendments and deviations)
10. Unity of Title
11. Any other type of development project review as determined by the Village Manager or designee as being suitable in scope and complexity for treatment under the cost recovery system.

(b) Persons who file any review request which necessitates outside fee consultant review and processing shall pay, prior to or at the time the review request is made, an initial preliminary deposit which shall be credited toward the fee charged for such review and processing, and shall pay additional deposits as may be required from time to time.

(c) When the person pays the initial deposit, a financial account for said person's review request (the "project account") will be opened and maintained throughout the entire review process until the person receives a certificate of compliance or the community development department or other appropriate Village agent (depending on the nature and genesis of the application) determines that no further action is necessary for the review and processing of the review request. At either of which time the project account will be closed and any remaining funds therein shall be refunded to the person depositing same, no later than two months after the project account's closing date. The project account will be monitored on a periodic basis. Whenever the account balance is 20 percent or less of the original escrowed deposits, a supplemental deposit will be required before any further review or processing continues. The person making the initial deposit will be notified when a supplemental deposit will be required. The amount of the supplemental deposit will be 50 percent of the initial deposit. Several supplemental deposits may be necessary depending on the complexity of the review request.

(d) The Village's outside fee consultants who are involved in the review and processing of the enumerated Cost Recovery review requests shall maintain records of the time expended and tasks conducted regarding each such request. A debit based upon the time expended and the adopted rates per hour, as approved by the Village Council, shall be charged against the project account. The resulting fees shall be adopted in a Cost Recovery Fee Schedule. It is the Village's intent that the charges reflect the costs of administering this program, which charge shall be based upon the actual effort involved for such administration.

(e) The Cost Recovery Fee Schedule and the amount of the initial deposit for the different types of review requests per the Cost Recovery Fee Schedule shall be established by resolution of the Village Council, which may be amended from time to time. The Cost Recovery Fee Schedule shall be based on the adopted rates per hour of the Villages' outside fee consultants. In addition to the initial deposit, the applicant shall pay 10% of the initial deposit fee as an administrative charge for the costs of Village staff review of the application. It is the express intent of the Village Council of Estero, Florida, in enacting this cost recovery program that the Village's costs of outside fee consultant review and processing of review requests, as required or necessitated now or in the future by the village's ordinances, resolutions, policies, or procedures, shall be borne by the person initiating the review request.

(f) Except as provided herein, any notification provided in this section for supplemental deposits from the Village of Estero to a person initiating a review request shall be deemed sufficient if made by a telephone call to such person or his or her agent with a confirming certified letter to follow. It shall be the duty of persons initiating review requests to provide on the filed review requests a continuously updated address and telephone number where said persons or their agents can be reached for purposes of such notification. If an attempt to notify a person initiating a review request or his or her agent is frustrated because such furnished phone numbers or addresses were not correct or up to date when the notification attempt was made, such frustrated attempt shall be deemed sufficient notice for purposes of this section.

(g) The cost recovery fees shall not apply to review requests which are originally initiated by or on behalf of the Village of Estero or another governmental entity so long as the initiating governmental entity does not charge the Village of Estero for its review, processing, and comment upon the Village of Estero's review requests of a similar type or nature.

Section 3. Fixed Fees for Review of Certain Development Applications.

(a) There is hereby imposed a fixed fee for certain administrative costs to cover the Village's costs of administration of certain development applications, which fee shall not duplicate the cost recovery fee, and which fee or fees shall be established by resolution of the Village Council from time to time. The fixed fee shall be imposed for those applications including but not limited to building permits, contractor licensing, and code enforcement hearing fees.

(b) Should the Village Manager determine that the Village's review of any development application will incur extraordinary costs not otherwise covered by the fixed fee, the Village Manager may require that the applicant pay a cost recovery fee instead of the fixed fee.

(c) The fixed fees shall not apply to review requests which are originally initiated by or on behalf of the Village of Estero or another governmental entity so long as the initiating governmental entity does not charge the Village of Estero for its review, processing, and comment upon the Village of Estero's review requests of a similar type or nature.

Section 4. Payment of Cost Recovery and Fixed Fees. Any application filed with the Village of Estero after the first reading of this Ordinance shall be subject to the fees established under this Ordinance.

Section 5. Conflicts. All sections or parts of sections of the Village of Estero Code of Ordinances in conflict herewith are intended to be repealed to the extent of the conflict.

Section 6. Severability. If any section, subsection, clause or provision of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, the remainder shall not be affected by such invalidity.

Section 7. Effective Date. This Ordinance shall be effective upon adoption at second reading.

PASSED on first reading this 23rd day of September, 2015.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 7th day of October, 2015.

Attest: **VILLAGE OF ESTERO, FLORIDA**

By:______________________
Kathy Hall, MMC
Village Clerk

By:______________________
Nicholas Batos
Mayor

Reviewed for legal sufficiency:

By:______________________
Burt Saunders, Esq.
Village Attorney

Vote:	AYE	NAY
Mayor Batos	✓	____
Vice Mayor Levitan	✓	____
Councilmember Boesch	Excused Absence	
Councilmember Brown	✓	____
Councilmember Errington	✓	____
Councilmember Ribble	✓	____
Councilmember Wilson	✓	____

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
October 1, 2025

Agenda Item:

Second reading of Ordinance No. 2025-10, approving an update to the Capital Improvements Element which includes the Capital Improvement Program approved for Fiscal Year 2025/2026.

Approve Ordinance No. 2025-10

Background:

Florida law requires all cities and counties to include its five-year Capital Improvement Plan within the Capital Improvement Element of the Comprehensive Plan and update it on an annual basis by ordinance. The law also requires the Capital Improvement Plan approved by the local school district to be included in the Plan.

The Council adopted the Capital Improvement Plan for Fiscal Year 2025/2026 on June 18, 2025. Updates to the Capital Improvement Plan can be incorporated into the Comprehensive Plan annually by ordinance in lieu of a comprehensive plan amendment. The most recent school district Capital Improvement Plan (2024-2033) will also be included. Please note that the Village Council does not approve the Lee County School District Work Plan.

The Planning, Zoning and Design Board (PZDB) reviewed the Ordinance at their September 9, 2025 meeting and recommended approval.

The Council first reading was September 17, 2025.

Action Requested:

Approve Ordinance No. 2025-10

Process and Timeline:

- First Reading September 17, 2025
- Planning, Zoning and Design Board Hearing September 9, 2025
- Second Reading and Public Hearing October 1, 2025

Financial Impact:

No additional financial impact not already included in the CIP. Minor cost of newspaper advertisement.

Prepared by: Mary Gibbs

Attachments:

1. Ordinance No. 2025-10

VILLAGE OF ESTERO, FLORIDA

ORDINANCE NO. 2025 – 10

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE CAPITAL IMPROVEMENTS SCHEDULE FOR FISCAL YEAR 2025/2026 AND ADOPT THE MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 163.3177(3)(a) requires Comprehensive Plans to contain a Capital Improvements Element, and a schedule of capital improvements for a 5-year period; and

WHEREAS, Florida Statutes Section 163.3177(3)(b) states that the Capital Improvements Element must be reviewed on an annual basis, and further that modifications to update the 5-year Capital Improvements Element schedule may be accomplished by ordinance and may not be deemed an amendment to the Comprehensive Plan; and

WHEREAS, the Village of Estero adopted its first Capital Improvements Element, including its 5-year Capital Improvements Element Schedule on June 13, 2018; and

WHEREAS, the Village of Estero, Lee County, Florida, held public hearings on its Capital Improvement Program as required by the Village Charter Section 8(7)(b); and

WHEREAS, the Village reviewed and adopted its most recent Capital Improvement Program by Ordinance No. 2025-05 on June 18, 2025, pursuant to Village Charter Section 8(7)(b) and now desires to update the Capital Improvements Element Schedule pursuant to Florida Statutes Section 163.3177(3)(b).

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

Section 1. Purpose.

The purpose of this Ordinance is to update the Capital Improvements Program schedule that is now a part of the Comprehensive Plan. This amending ordinance may be referred to as the "Capital Improvement Element Schedule Update 2025".

Section 2. Adoption of the Capital Improvements Element Schedule Update 2025.

The Village Council hereby amends its Capital Improvement Element Schedule to reflect the latest adopted Capital Improvement Projects for the Village and incorporates the latest adopted Lee County School District Work Plan, attached hereto as Exhibits A and B, respectively.

Section 3. Conflict.

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 4. 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 5. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this 17th day of September 2025.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this 1st day of October 2025.

By: ____________________________ By: ______________________________
Carol Sacco, Village Clerk Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By: ______________________________________
Nancy Stroud, Esq., Village Land Use Attorney

Exhibit A: Village of Estero Capital Improvement Plan
Exhibit B: Lee County School District Capital Plan 2024-2033

Vote:	AYE	NAY
Mayor Ribble	____	____
Vice Mayor Zalucki	____	____
Councilmember Hunt	____	____
Councilmember McLain	____	____
Councilmember Fayhee	____	____
Councilmember Lopez	____	____
Councilmember Ward	____	____

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Roadway Improvements								
1	Corkscrew Rd Paths, Landscaping & Street Lighting	$ 21,700,000	RIF	$ 10,500,000	$ -	$ -	$ -	$ -	$ 10,500,000
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
1			LDOT-Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2	River Ranch Road Improvements	$ 9,100,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	(Drainage, Road, Bike/Ped)		GF	$ -	$ -	$ -	$ -	$ -	$ -
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway W. Improvements	$ 15,000,000	GT	$ -	$ -	$ -	$ -	$ -	$ -
3	(Road, Bike/Ped, Drainage)		RIF	$ 1,300,000	$ 1,500,000	$ 3,600,000	$ 4,500,000	$ -	$ 10,900,000
			Grant - Reimburse	$ (1,300,000)	$ (1,500,000)	$ (6,100,000)	$ (6,100,000)		$ (15,000,000)
3			GF	$ -	$ -	$ 2,500,000	$ 1,600,000	$ -	$ 4,100,000
5	Williams Road Widening (US41 - Via Coconut)	$ 6,800,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ 90,000	$ -	$ -	$ -	$ -	$ 90,000
6	Via Coconut Point Extension (South)	$ 3,620,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
7	Roadway Assessment	$ 500,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Village Traffic Study Update	$ 250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Via Coconut Point Railroad Crossing	$ 650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ 650,000	$ -	$ -	$ -	$ 650,000
	Village of Estero Sub-total (all funding sources)			$ 11,890,000	$ 2,150,000	$ 6,100,000	$ 6,100,000	$ -	$ 26,240,000

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	**Estimated Project Cost**	**Funding Source**	**Budget FY 25-26**	**Budget FY 26-27**	**Budget FY 27-28**	**Budget FY 28-29**	**Budget FY 29-30**	**Total Cost**
Intersection Improvements									
1	US-41 - Pelican Colony Traffic Signal	$ 1,280,000	Developer	$ 1,100,000	$ -	$ -	$ -	$ -	$ 1,100,000
2	Williams Road-Atlantic Gulf Drive Intersection	$ 3,270,000	RIF	$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000
2			GT	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Corkscrew Rd-Three Oaks Pkwy. Intersection Improvements	$ 556,400	LDOT	$ -	$ -	$ -	$ -	$ -	$ -
4	US41-Coconut Road Intersection Improvements	$ 1,650,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
5	US41-Williams Rd Intersection Improvements	$ 325,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
5			GT	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Coconut Road - Coconut Shores Roundabout	$ 1,725,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ -	$ -	$ -	$ -
6			GT	$ -	$ -	$ -	$ -	$ -	$ -
6			GF	$ -	$ -	$ -	$ -	$ -	$ -
7	US41-Pelican Sound Intersection Improvements	$ 2,325,000	Developer	$ -	$ -	$ -	$ -	$ -	$ -
8	US41-Corkscrew Rd Intersection Improvements	$ 1,510,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9	Coconut Road - Meadowbrook Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ -	$ -	$ -	$ -	$ -
9			GT	$ -	$ -	$ -	$ -	$ -	$ -
9			GF	$ -	$ -	$ -	$ -	$ -	$ -
10	North Point Railroad Crossing	$ 450,000	RIF	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Road - El Dorado Roundabout	$ 1,625,000	Other	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
11			GT	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ 2,500,000	$ -	$ -	$ -	$ -	$ 2,500,000

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
5- Year Capital Improvement Plan - May 21, 2025									
Bike-Pedestrian Improvements									
1	Williams Road Bike-Ped Improvements (East of Via Coconut)	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2	Sandy Lane Bike-Ped Improvements	$ 7,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ 1,500,000	$ -	$ -	$ -	$ -	$ 1,500,000
2			Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3	Broadway Ave. East Bike-Ped Improvements	$ 6,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
4	Corkscrew Road Shared Use Path (Three Oaks-Sandy)	$ 10,300,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4			RIF	$ -	$ -	$ -	$ -	$ -	$ -
5	Coconut Rd Sidewalk (Oakwilde to Via Coconut)	$ 1,085,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5			RIF	$ -	$ 401,367	$ -	$ -	$ -	$ 401,367
5			FDOT	$ 330,000	$ 353,633	$ -	$ -	$ -	$ 683,633
6	Coconut Sidewalk (Via Coconut to U S41)	$ 815,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
6			RIF	$ -	$ -	$ 244,400	$ -	$ -	$ 244,400
6			FDOT	$ -	$ 190,000	$ 380,600	$ -	$ -	$ 570,600
7	Corkscrew West Bike/Ped (Koreshan to U S 41)	$ 954,900	GF	$ -	$ -	$ 330,300	$ -	$ -	$ 330,300
7			RIF	$ -	$ -	$ -	$ -	$ -	$ -
7			FDOT	$ -	$ 190,000	$ 434,600	$ -	$ -	$ 624,600
8	Corkscrew Palms Blvd. Sidewalks	$ 300,000	County	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Bike-Pedestrian Improvements								
9	Via Coconut Point Roundabouts Improvements	$ 1,675,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9			RIF	$ -	$ 396,859	$ -	$ -	$ -	$ 396,859
9			FDOT	$ 524,000	$ 754,141	$ -	$ -		$ 1,278,141
10	Corkscrew Rd Bike-Ped Improvements (E of US41)	$ 19,250,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10			RIF	$ -	$ -	$ -	$ -	$ -	$ -
10			Lee County	$ -	$ -	$ -	$ -	$ -	$ -
11	Coconut Rd Shared Use Path	$ 4,450,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
11			RIF	$ -	$ -	$ -	$ -	$ -	$ -
12	Williams Rd West Bike-Ped Improvements (West of US41)	$ 3,650,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
12			RIF	$ -	$ -	$ -	$ -	$ -	$ -
13	Broadway E. Shared Use Path (Sandy Ln to Three Oaks & Estero Pkwy)	$ 4,420,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
13			RIF	$ -	$ -	$ -	$ -	$ -	$ -
14	SUN Trail Estero Parkway South	$ 5,063,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
14			RIF	$ -	$ -	$ -	$ -	$ -	$ -
15	SUN Trail Estero Parkway North	$ 5,323,500	GF	$ -	$ -	$ -	$ -	$ -	$ -
15			RIF	$ -	$ -	$ -	$ -	$ -	$ -
16	FPL Shared Use Path (East I-75)	$ 4,940,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17	Utility Shared Use Path (West US 41)	$ 10,621,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
17			RIF	$ -	$ -	$ -	$ -	$ -	$ -
18	Village Bike/Ped Master Plan Update	$ 230,000	GF	$ -	$ 230,000	$ -	$ -	$ -	$ 230,000
	Village of Estero Sub-total (all funding sources)			$ 1,500,000	$ 1,028,226	$ 574,700	$ -	$ -	$ 3,102,926

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Landscaping Improvements								
1	I-75 Monument Signs	$ 816,000	GF	$ -	$ 816,000	$ -	$ -	$ -	$ 816,000
2	Ben Hill Griffin Monument Sign	$ 100,000	GF	$ -	$ -	$ 100,000	$ -	$ -	$ 100,000
3	Corkscrew Road Monument Sign	$ 160,000	GF	$ 160,000	$ -	$ -	$ -	$ -	$ 160,000
4	Via Coconut Point Landscape Improvements (Williams - Coconut)	$ 5,900,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
5	Ben Hill Griffin Pkwy Landscape Improvements	$ 3,150,000	GF	$ -	$ -	$ 2,800,000	$ -	$ -	$ 2,800,000
6	Corkscrew Rd Landscaping (Corkscrew Woodlands to Ben Hill Griffin	$ 2,800,000	GF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
7	US41 Shoulder Landscape Improvements	$ 5,350,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
8	Three Oaks Parkway Landscape Improvements (Excluding Brooks)	$ 4,090,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
9	Corkscrew Road Landscape Improvements West (US-41 to I-75)	$ 4,360,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
10	Estero Parkway Reuse Main - Phase 1	$ 1,605,000	GF	$ -	$ 1,500,000		$ -	$ -	$ 1,500,000
10			Grant - Reimbursed		$ (802,500)				$ (802,500)
	Village of Estero Sub-total (all funding sources)			$ 160,000	$ 4,816,000	$ 2,900,000	$ -	$ -	$ 7,876,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Parks & Recreation								
1	County Maintenance Facility	$ 1,500,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ 1,200,000	$ -	$ -	$ -	$ -	$ 1,200,000
1	Estero SportsPark Phase 1	$ 13,800,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ 2,000,000	$ 500,000	$ -	$ -	$ -	$ 2,500,000
1	$ 13,800,000		RIF	$ 4,000,000	$ -	$ -	$ -	$ -	$ 4,000,000
1			GF	$ -	$ 5,600,000	$ 1,700,000	$ -	$ -	$ 7,300,000
1	Estero SportsPark Phase 2	$ 30,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1	5-year total		PIF	$ -	$ -	$ 650,000	$ 280,000	$ 360,000	$ 1,290,000
1	$ 14,590,000		RIF	$ -	$ 2,500,000	$ -	$ -	$ -	$ 2,500,000
1			GF	$ -	$ -	$ -	$ 7,100,000	$ 3,700,000	$ 10,800,000
1	Estero SportsPark Phase 3	$ 13,000,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
1			PIF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Entertainment Site Work	$ 11,360,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 11,360,000	$ -	$ -	$ -	$ -	$ 11,360,000

5- Year Capital Improvement Plan - May 21, 2025									
	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
				Parks & Recreation					
2	Estero SportsPark High 5	$ 6,125,000	Partner	`	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Estero SportsPark Driving Range	$ 2,275,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ 2,275,000	$ -	$ -	$ -	$ 2,275,000
2	Village Sports Park Future Partners	$ 4,725,000	Partner	$ -	$ -	$ -	$ -	$ -	$ -
2			PIF	$ -	$ -	$ -	$ -	$ -	$ -
2			RIF	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ -	$ -	$ 1,575,000	$ 1,575,000	$ 1,575,000	$ 4,725,000
3	Estero RiverPark Phase 1 & 2 Improvements	$ 12,000,000	GF	$ 4,900,000	$ -	$ -	$ -	$ -	$ 4,900,000
3			RIF	$ -	$ -	$ -	$ -	$ -	$ -
3			PIF	$ 660,000	$ -	$ -	$ -	$ -	$ 660,000
4	River Oaks Preserve	$ 2,950,000	GF	$ 2,950,000	$ -	$ -	$ -	$ -	$ 2,950,000
4			PIF	$ -	$ -	$ -	$ -	$ -	$ -
4			Grant - Reimburse	$ (2,500,000)	$ -	$ -	$ -	$ -	$ (2,500,000)
5	Eco-Historic Planning Study	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
5			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -		$ (225,000)
6	Village Parks & Rec. Master Plan Update	$ 200,000	GF	$ -	$ -	$ 200,000	$ -	$ -	$ 200,000
	Village of Estero Sub-total (all funding sources)			$ 27,295,000	$ 10,875,000	$ 4,125,000	$ 8,955,000	$ 5,635,000	$ 56,885,000

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
5- Year Capital Improvement Plan - May 21, 2025									
Stormwater Improvements									
1	Estero River North Branch Drainage Improvements	$ 6,739,000	GF	$ 500,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,739,000
1			Grant - Reimburse	$ -	$ (3,119,447)	$ (3,119,447)	$ -	$ -	$ (6,238,894)
2	Estero River Sediment Removal (West of US 41)	$ 2,750,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Estero River Sediment Removal (Railroad to Sandy Ln)	$ 1,415,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
4	Vulnerability Assessment	$ 450,000	GF	$ 225,000	$ -	$ -	$ -	$ -	$ 225,000
4			Grant - Reimburse	$ (225,000)	$ -	$ -	$ -	$ -	$ (225,000)
	Village of Estero Sub-total (all funding sources)			$ 725,106	$ 3,119,447	$ 3,119,447	$ -	$ -	$ 6,964,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Utility Improvements								
1	Package WWTP UEP Design & Permitting	$ 420,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
1			PA	$ -	$ -	$ -	$ -	$ -	$ -
1			GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Broadway W UEP Design & Permitting	$ 1,475,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
2			PA	$ -	$ -	$ -	$ -	$ -	$ -
2			GF	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
3	Broadway E UEP Design & Permitting	$ 1,550,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
3			PA	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ 200,000	$ -	$ -	$ -	$ -	$ 200,000
4	See See Street UEP Design & Permitting	$ 240,500	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
4			PA	$ -	$ -	$ -	$ -	$ -	$ -
4			GF	$ 30,000	$ -	$ -	$ -	$ -	$ 30,000
5	Cypress Park UEP Design & Permitting	$ 311,650	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
5			PA	$ -	$ -	$ -	$ -	$ -	$ -
5			GF	$ -	$ -	$ -	$ -	$ -	$ -
6	Estero Bay Village UEP	$ 2,021,000	Grant - Reimburse	$ -	$ (208,400)		$ -	$ -	$ (208,400)
6	Debt		PA	$ -	$ -	$ (1,307,350)	$ -	$ -	$ (1,307,350)
6	$ (1,307,350)		GF	$ -	$ 2,021,000	$ -	$ -	$ -	$ 2,021,000
7	Sunny Groves UEP	$ 2,836,000	Grant - Reimburse	$ (187,500)	$ -	$ -	$ -	$ -	$ (187,500)
7	Debt		PA	$ -	$ (1,939,500)	$ -	$ -	$ -	$ (1,939,500)
7	$ (1,939,500)		GF	$ 2,836,000	$ -	$ -	$ -	$ -	$ 2,836,000
8	Cypress Bend UEP	$ 1,584,000	Grant - Reimburse	$ (134,100)	$ -	$ -	$ -	$ -	$ (134,100)
8	Debt		PA	$ -	$ (1,053,900)	$ -	$ -	$ -	$ (1,053,900)
8	$ (1,053,900)		GF	$ 1,584,000	$ -	$ -	$ -	$ -	$ 1,584,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Utility Improvements								
9	Estero River Heights UEP	$ 11,400,000	Grant - Reimburse	$ (2,450,000)	$ (2,450,000)	$ -	$ -	$ -	$ (4,900,000)
9			PA	$ -	$ (3,650,000)	$ -	$ -	$ -	$ (3,650,000)
			GT	$ 2,000,000	$ -	$ -	$ -	$ -	$ 2,000,000
	Debt		MRM	$ 2,650,000	$ -	$ -	$ -	$ -	$ 2,650,000
9	$ (3,650,000)		GF	$ 1,050,000	$ 5,700,000	$ -	$ -	$ -	$ 6,750,000
10	Charring Cross UEP	$ 5,700,000	Grant - Reimburse	$ (1,250,000)	$ (1,250,000)	$ -	$ -	$ -	$ (2,500,000)
10	Debt		PA	$ -	$ (1,775,000)		$ -	$ -	$ (1,775,000)
	$ (1,775,000)		GT	$ 1,425,000	$ -	$ -	$ -	$ -	$ 1,425,000
	Total Debt all UEP		MRM	$ -	$ -	$ -	$ -	$ -	$ -
10	$ (9,725,750)		GF	$ 1,425,000	$ 2,850,000	$ -	$ -	$ -	$ 4,275,000
11	Sherrill & Luetich UEP	$ 7,739,585	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
11			PA	$ -	$ -	$ -	$ -	$ -	$ -
			GT	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
11			GF	$ -	$ -	$ -	$ -	$ -	$ -
12	Trailside UEP	$ 6,840,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
12			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
12			GF	$ -	$ -	$ -	$ -	$ -	$ -

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
			Utility Improvements						
13	Broadway E-Highlands UEP	$ 4,200,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
13			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
13			GF	$ -	$ -	$ -	$ -	$ -	$ -
14	Sandy Ln-Groves UEP	$ 5,160,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
14			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
14			GF	$ -	$ -	$ -	$ -	$ -	$ -
15	Tanglewood UEP	$ 1,440,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
15			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
15			GF	$ -	$ -	$ -	$ -	$ -	$ -
16	See See Street UEP	$ 1,070,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
16			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
16			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
17	Cypress Park UEP	$ 1,820,000	Grant - Reimburse	$ -	$ -	$ -	$ -	$ -	$ -
17			PA	$ -	$ -	$ -	$ -	$ -	$ -
			MRM	$ -	$ -	$ -	$ -	$ -	$ -
17			GF	$ 50,000	$ -	$ -	$ -	$ -	$ 50,000
				$ 13,400,000	$ 10,571,000	$ -	$ -	$ -	$ 23,971,000

5- Year Capital Improvement Plan - May 21, 2025

	Project Name	Estimated Project Cost	Funding Source	Budget FY 25-26	Budget FY 26-27	Budget FY 27-28	Budget FY 28-29	Budget FY 29-30	Total Cost
	Building Facilities								
1	Public Works Storage Facility	$ 354,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
2	Village Hall	$ 4,914,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
3	Performing Arts Center	$ 20,000,000	Private	$ -	$ -	$ -	$ -	$ -	$ -
3			GF	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Project Name	**Estimated Project Cost**	**Funding Source**	**Budget FY 25-26**	**Budget FY 26-27**	**Budget FY 27-28**	**Budget FY 28-29**	**Budget FY 29-30**	**Total Cost**
	Land Acquisition								
1	BERT	$ 30,000,000	GF	$ -	$ -	$ -	$ -	$ -	$ -
1			RIF	$ -	$ -	$ -	$ -	$ -	$ -
1			Debt	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Project Name	**Estimated Project Cost**	**Funding Source**	**Budget FY 25-26**	**Budget FY 26-27**	**Budget FY 27-28**	**Budget FY 28-29**	**Budget FY 29-30**	**Total Cost**
	Information Technology								
1	Community Development Software	$ -	Building	$ -	$ -	$ -	$ -	$ -	$ -
	Village of Estero Sub-total (all funding sources)			$ -	$ -	$ -	$ -	$ -	$ -
	Total	$ 414,635,035		$ 50,177,506	$ 16,298,700	$ 7,107,550	$ 8,955,000	$ 5,635,000	$ 88,173,756
	Village total			$ 57,470,106	$ 32,559,673	$ 16,819,147	$ 15,055,000	$ 5,635,000	$ 127,538,926

- Estero Road Impacts Fees
- Estero Gas Tax
- Estero General Fund
- Park Impact Fee (include public land aqcu
- Non-Estero Funding Source
- Major Road Maintenance Reserve
- Property Assessment (funds back into General Fund in following year)
- Building Fund

LEE COUNTY SCHOOL DISTRICT
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ESTIMATED REVENUE	Actual												
Current Revenue	22/23	23/24	24/25	25/26	26/27	27/28	FIVE YEAR TOTAL	28/29	29/30	30/31	31/32	32/33	TEN YEAR TOTAL
Taxes	186,687,750	208,924,120	221,460,000	234,748,000	248,833,000	263,763,000	**1,177,728,120**	276,951,000	290,799,000	305,339,000	320,606,000	336,636,000	**2,708,059,120**
Sales Tax	116,257,039	126,543,711	129,707,304	132,949,987	136,938,487	141,046,642	**667,186,131**	72,639,021	0	0	0	0	**739,825,152**
Impact Fees	32,194,262	35,200,000	36,960,000	38,808,000	40,748,000	42,785,000	**194,501,000**	44,069,000	45,391,000	46,753,000	48,156,000	49,601,000	**428,471,000**
CO & DS	3,752,840	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	**8,000,000**	1,600,000	1,600,000	1,600,000	1,600,000	1,600,000	**16,000,000**
PECO Maintenance	0	0	0	0	0		**0**	0	0	0	0	0	**0**
Charter Schools Revenue	6,649,751	7,533,000	8,136,000	8,787,000	9,490,000	9,775,000	**43,721,000**	10,068,000	10,370,000	10,681,000	11,215,050	11,775,803	**97,830,853**
Misc.	529,045	482,000	499,000	516,000	531,000	547,000	**2,575,000**	563,000	580,000	597,000	609,000	621,000	**5,545,000**
Interest	10,385,135	3,035,000	3,259,000	3,789,000	2,860,000	2,155,000	**15,098,000**	2,677,000	2,143,000	2,411,000	4,213,000	4,403,000	**30,945,000**
Current Revenue sub-total	356,455,822	383,317,831	401,621,304	421,197,987	441,000,487	461,671,642	**2,108,809,251**	408,567,021	350,883,000	367,381,000	386,399,050	404,636,803	**4,026,676,124**
Additional Revenue													
Fund Balance - Unallocated	393,814,200	665,627,294	372,227,024	466,588,296	267,817,753	113,127,071	**665,627,294**	278,105,927	235,545,572	280,660,642	329,890,664	401,364,640	**665,627,294**
Prior Year Refund	4,115,291						**0**						**0**
Legislative Allocation		18,794,392					**18,794,392**						**18,794,392**
DEBT PROCEEDS													
Certificate of Participation (COPs)	143,000,000	82,246,391	346,000,000	213,500,000	97,750,000	310,272,000	**1,049,768,391**						**1,049,768,391**
TOTAL ESTIMATED REVENUE	**897,385,314**	**1,149,985,908**	**1,119,848,328**	**1,101,286,283**	**806,568,240**	**885,070,713**	**3,842,999,328**	**686,672,948**	**586,428,572**	**648,041,642**	**716,289,714**	**806,001,443**	**5,760,866,201**
APPROPRIATIONS													
EAST ZONE CONSTRUCTION PROJECTS	54,826,199	195,735,067	72,575,565	263,107,266	278,482,265	189,511,000	**999,411,163**	146,636,000	0	0	0	0	**1,146,047,163**
SOUTH ZONE CONSTRUCTION PROJECTS	22,475,691	93,098,180	83,280,555	52,996,746	0	0	**229,375,481**	0	0	0	0	0	**229,375,481**
WEST ZONE CONSTRUCTION PROJECTS	51,756	38,265,595	115,765,594	147,365,594	73,875,000	42,875,000	**418,146,783**	0	0	0	0	0	**418,146,783**
MODERNIZATION/LIFE CYCLE/EQUITY	41,037,938	220,599,842	180,982,974	143,747,018	117,317,625	124,119,148	**786,766,607**	97,703,726	107,336,150	119,360,578	99,087,234	81,685,257	**1,291,939,552**
TECHNOLOGY	13,696,976	32,621,792	26,340,000	34,140,000	32,110,000	33,320,000	**158,531,792**	36,450,000	26,786,000	25,771,600	41,664,000	33,786,080	**322,989,472**
EQUIPMENT/BUSES	7,557,306	27,198,517	16,790,000	16,865,000	16,965,000	17,130,000	**94,948,517**	17,272,000	17,421,000	17,577,000	17,241,000	17,413,000	**181,872,517**
CHARTER SCHOOLS	65,030	10,446,206	11,073,000	11,737,400	12,441,650	13,188,150	**58,886,406**	13,847,550	14,539,950	15,266,950	16,030,300	16,831,800	**135,402,956**
TRANSFERS	22,649,751	81,762,510	43,574,960	44,667,160	45,725,310	46,281,450	**262,011,390**	46,864,900	47,333,130	47,823,650	48,551,590	49,321,753	**501,906,413**
BANK FEES	4,842	0	0	0		0	**0**	0	0	0	0	0	**0**
DEBT SERVICE	**69,392,531**	78,031,174	102,877,384	118,842,346	116,524,319	140,540,038	**556,815,261**	92,353,200	92,351,700	92,351,200	92,350,950	92,350,200	**1,018,572,511**
TOTAL APPROPRIATIONS	**231,758,020**	**777,758,884**	**653,260,032**	**833,468,530**	**693,441,169**	**606,964,786**	**3,564,893,401**	**451,127,376**	**305,767,930**	**318,150,978**	**314,925,074**	**291,388,090**	**5,246,252,848**
ALLOCATED FUND BAL CARRYFORWARD													
CARRYFORWARD/RESERVE FUTURE PROJ.**	**665,627,294**	**372,227,024**	**466,588,296**	**267,817,753**	**113,127,071**	**278,105,927**	**278,105,927**	**235,545,572**	**280,660,642**	**329,890,664**	**401,364,640**	**514,613,353**	**514,613,353**
ADJUSTMENTS TO FUND BALANCE							**8.75%**						**10.10%**
TOTAL APPROPRIATIONS AND RESERVES	**897,385,314**	**1,149,985,908**	**1,119,848,328**	**1,101,286,283**	**806,568,240**	**885,070,713**	**3,842,999,328**	**686,672,948**	**586,428,572**	**648,041,642**	**716,289,714**	**806,001,443**	**5,760,866,201**
							0						**0**

****Is not an indication of available funding due to restrictions applicable to various sources of capital funding.**

LEE COUNTY SCHOOL DISTRICT
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SCHOOL PROJECTS

Prj #	PROJECT	STUDENT SEATS	22/23	23/24	24/25	25/26	26/27	27/28	Five Year Total	28/29	29/30	30/31	31/32	32/33	TEN YEAR TOTAL
A.	**EAST ZONE CONSTRUCTION PROJECTS**														
	LAND EAST ZONE SCHOOLS			4,500,000	0	2,000,000			**6,500,000**						**6,500,000**
7257	AMANECER ELEMENTARY (J)	1,000	41,034,411	22,742,116					**22,742,116**						**22,742,116**
*	**ELEM EAST (L)**	**1,000**			5,000,000	44,250,000	44,250,000		**93,500,000**						**93,500,000**
*	**ELEM EAST (M)**	**1,000**			5,000,000	44,250,000	44,250,000		**93,500,000**						**93,500,000**
*	**ELEM EAST (N)**	**1,000**				6,000,000	48,875,000	42,875,000	**97,750,000**						**97,750,000**
*	**ELEM EAST (Q)**	**1,000**							**0**						**0**
7066	**EAST ZONE PK-8 INNOVATION SCHOOL**	**1,260**	68,198	5,000,000		57,500,000	57,500,000		**120,000,000**						**120,000,000**
7254	EAST MIDDLE MM	1,345	(146,106)	4,900					**4,900**						**4,900**
7258	MM ADDITION (LAMS)		5,412,306	2,522,619					**2,522,619**						**2,522,619**
7170	**EAST MIDDLE OO**	**1,200**		6,869,319	46,630,681	42,500,000			**96,000,000**						**96,000,000**
7083	**EAST MIDDLE (RR)**	**1,500**					7,000,000	60,380,000	**67,380,000**	60,380,000					**127,760,000**
*	**EAST MIDDLE (TT)**	**1,800**							0						**0**
7046	**GATEWAY HIGH (MMM)**	**2,200**	(126,680)						**0**						**0**
*	**EAST HIGH (NNN)**	**2,000**		6,785,469		66,607,266	66,607,265		**140,000,000**						**140,000,000**
	EAST HIGH (QQQ)	**2,800**					10,000,000	86,256,000	**96,256,000**	86,256,000					**182,512,000**
	EAST HIGH (SSS)	**2,800**							**0**						**0**
7255	RIVERDALE HIGH REMODEL		3,949,449	107,050,551					**107,050,551**						**107,050,551**
7268	G WEAVER HIPPS PRE-K CENTER		0	19,000,000					**19,000,000**						**19,000,000**
7169	VPAA/LEMUEL TEAL MS REMODEL		4,634,622	21,260,092	15,944,884				**37,204,976**						**37,204,976**
	EAST TECHNICAL CENTER**								**0**						**0**
	SUB-TOTAL EAST ZONE PROJECTS		**54,826,199**	**195,735,067**	**72,575,565**	**263,107,266**	**278,482,265**	**189,511,000**	**999,411,163**	**146,636,000**	**0**	**0**	**0**	**0**	**1,146,047,163**

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Prj #	PROJECT	STUDENT SEATS	22/23	23/24	24/25	25/26	26/27	27/28	Five Year Total	28/29	29/30	30/31	31/32	32/33	TEN YEAR TOTAL
B.	**SOUTH ZONE CONSTRUCTION PROJECTS**														
7068	FRANKLIN PARK ELEMENTARY REBUILD		12,955,925	75,879,759					**75,879,759**						**75,879,759**
	CYPRESS LAKE MIDDLE REBUILD			4,006,508	52,996,746	52,996,746			**110,000,000**						**110,000,000**
	BONITA ELEMENTARY REMODEL		61,191	5,000,000	30,283,809				**35,283,809**						**35,283,809**
7067	SOUTH K-8 AAAA	1,600	49,985						**0**						**0**
	SOUTH ZONE HIGH SCHOOL ADDITION	700							**0**						**0**
7256	FORT MYERS TECH REMODEL		9,408,591	8,211,913					**8,211,913**						**8,211,913**
	SUB-TOTAL SOUTH ZONE PROJECTS		**22,475,691**	**93,098,180**	**83,280,555**	**52,996,746**	**0**	**0**	**229,375,481**	**0**	**0**	**0**	**0**	**0**	**229,375,481**

Prj #	PROJECT	STUDENT SEATS	22/23	23/24	24/25	25/26	26/27	27/28	Five Year Total	28/29	29/30	30/31	31/32	32/33	TEN YEAR TOTAL
C.	**WEST ZONE CONSTRUCTION PROJECTS**														
	WEST ZONE LAND PURCHASES					5,600,000			**5,600,000**						**5,600,000**
	WEST ELEMENTARY (O)	**1,000**				6,000,000	48,875,000	42,875,000	**97,750,000**						**97,750,000**
	WEST MIDDLE (SS)	**1,800**							**0**						**0**
	BAYSHORE ELEM ADDITION (K-8)	**300**				25,000,000	25,000,000		**50,000,000**						**50,000,000**
	HECTOR CAFFERATA K-8 REBUILD	**1,620**		33,265,595	33,265,594	33,265,594			**99,796,783**						**99,796,783**
	WEST HIGH (OOO)	**2,800**		5,000,000	70,000,000	65,000,000			**140,000,000**						**140,000,000**
	WEST HIGH (RRR)	**2,800**							**0**						**0**
	CAPE CORAL TECH ADDITION		51,756		12,500,000	12,500,000			**25,000,000**						**25,000,000**
	SUB-TOTAL - WEST ZONE PROJECTS		**51,756**	**38,265,595**	**115,765,594**	**147,365,594**	**73,875,000**	**42,875,000**	**418,146,783**	**0**	**0**	**0**	**0**	**0**	**418,146,783**
TOTAL	**- SCHOOL CONSTRUCTION PROJECTS**		**77,353,646**	**327,098,842**	**271,621,714**	**463,469,606**	**352,357,265**	**232,386,000**	**1,646,933,427**	**146,636,000**	**-**	**-**	**-**	**-**	**1,793,569,427**

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Prj #	PROJECT	22/23	23/24	24/25	25/26	26/27	27/28	Total	28/29	29/30	30/31	31/32	32/33	TEN YEAR TOTAL
D.	**MODERNIZATION/LIFE CYCLE REPLACEMENT & EQUITY**													
7182	PORTABLES	429,421	1,827,764	382,000	528,000	738,100	963,500	**4,439,364**	963,500	963,500	995,500	1,073,000	533,000	**8,967,864**
7142	COUNTYWIDE HVAC	2,759,917	6,929,879	5,145,000	5,145,000	5,145,000	5,660,000	**28,024,879**	6,226,000	6,849,000	7,534,000	8,287,000	8,536,000	**65,456,879**
7189	SCHOOL IMPROVEMENTS MAINTENANCE PROJECTS	28,771,128	181,311,451	147,870,267	118,430,243	91,560,850	98,074,648	**637,247,459**	70,838,126	79,317,150	90,415,778	68,792,734	51,511,057	**998,122,304**
7064	SAFETY TO LIFE	1,094,087	3,107,203	2,900,000	2,900,000	2,900,000	2,900,000	**14,707,203**	3,015,000	3,015,000	3,015,000	3,015,000	3,105,000	**29,872,203**
7188	SCHOOL IMPROVEMENTS CONSTRUCTION PROJECT	946,284	8,367,957	7,925,000	4,225,000	4,205,000	4,511,000	**29,233,957**	4,518,000	4,855,000	4,862,000	5,170,000	5,502,000	**54,140,957**
9105	SAFETY	93,414	3,627,709	1,542,407	157,875	257,875	61,000	**5,646,866**	64,000	67,000	70,000	72,000	74,000	**5,993,866**
9230	MAINTENANCE	51,654	50,000	50,000	50,000	50,000	50,000	**250,000**						**250,000**
9110	FACILITY DEV & PROG SVCS	3,853	263,044	197,500	198,000	198,500	200,000	**1,057,044**	210,000	221,000	232,000	244,000	251,000	**2,215,044**
9143	APPLICATION SERVICES	0	2,925,456	3,000,000				**5,925,456**						**5,925,456**
9144	SECURITY	6,736,491	8,047,887	8,050,000	8,050,000	8,050,000	8,050,000	**40,247,887**	8,050,000	8,050,000	8,050,000	8,050,000	8,050,000	**80,497,887**
9240	TRANSPORTATION	120,650	1,073,794	725,000	725,000	725,000	0	**3,248,794**	0	0	0	0	0	**3,248,794**
9113	PLANNING	31,037	107,260	100,000	100,000	100,000	105,000	**512,260**	110,000	116,000	122,000	128,000	132,000	**1,120,260**
	SMALL CIP PROJECTS	0	250,000	250,000	250,000	250,000	250,000	**1,250,000**	250,000	250,000	250,000	250,000	250,000	**2,500,000**
E.	**CAPITALIZED PERSONNEL**													
7995	INFORMATION TECH SUPPORT	0	116,000	121,800	127,900	134,300	141,000	**641,000**	148,100	155,500	163,300	171,500	160,200	**1,439,600**
7999	FACILITIES PROJECT MGMT/PLANNING/TECH SUPPO	0	2,594,438	2,724,000	2,860,000	3,003,000	3,153,000	**14,334,438**	3,311,000	3,477,000	3,651,000	3,834,000	3,581,000	**32,188,438**
	TOTAL OTHER CAPITAL PROJECTS	**41,037,938**	**220,599,842**	**180,982,974**	**143,747,018**	**117,317,625**	**124,119,148**	**786,766,607**	**97,703,726**	**107,336,150**	**119,360,578**	**99,087,234**	**81,685,257**	**1,291,939,552**
F.	**TECHNOLOGY**													
2282	ATLAS REFRESH	6,046,394	2,131,849	200,000	9,000,000	10,000,000	10,000,000	**31,331,849**	9,000,000	200,000	200,000	9,000,000	10,000,000	**59,731,849**
9132	TECH EQUIPMENT/SOFTWARE	7,650,583	30,489,943	26,140,000	25,140,000	22,110,000	23,320,000	**127,199,943**	27,450,000	26,586,000	25,571,600	32,664,000	23,786,080	**263,257,623**
	TOTAL - TECHNOLOGY	**13,696,976**	**32,621,792**	**26,340,000**	**34,140,000**	**32,110,000**	**33,320,000**	**158,531,792**	**36,450,000**	**26,786,000**	**25,771,600**	**41,664,000**	**33,786,080**	**322,989,472**
G.	**EQUIPMENT AND BUSES**													
7145&	SCHOOL EQUIPMENT	1,347,220	4,498,908	2,525,000	2,600,000	2,700,000	2,835,000	**15,158,908**	2,977,000	3,126,000	3,282,000	3,446,000	3,618,000	**31,607,908**
7007	BAND UNIFORMS	121,400	166,803	115,000	115,000	115,000	115,000	**626,803**	115,000	115,000	115,000	115,000	115,000	**1,201,803**
7146	DEPARTMENT EQUIPMENT	722,136	1,467,460	3,000,000	3,000,000	3,000,000	3,000,000	**13,467,460**	3,000,000	3,000,000	3,000,000	3,000,000	3,000,000	**28,467,460**
7149	FURNITURE ROTATION	312,440	1,014,446	1,000,000	1,000,000	1,000,000	1,000,000	**5,014,446**	1,000,000	1,000,000	1,000,000	500,000	500,000	**9,014,446**
6817	BUILDING SERVICES	149,458	150,000	150,000	150,000	150,000	180,000	**780,000**	180,000	180,000	180,000	180,000	180,000	**1,680,000**
7192	PURCHASE OF BUSES	4,904,653	19,900,900	10,000,000	10,000,000	10,000,000	10,000,000	**59,900,900**	10,000,000	10,000,000	10,000,000	10,000,000	10,000,000	**109,900,900**
	TOTAL - EQUIPMENT/BUSES	**7,557,306**	**27,198,517**	**16,790,000**	**16,865,000**	**16,965,000**	**17,130,000**	**94,948,517**	**17,272,000**	**17,421,000**	**17,577,000**	**17,241,000**	**17,413,000**	**181,872,517**
H.	**CHARTER SCHOOLS**													
	CHARTER SCHOOLS - TAX REVENUE	0	10,446,206	11,073,000	11,737,400	12,441,650	13,188,150	**58,886,406**	13,847,550	14,539,950	15,266,950	16,030,300	16,831,800	**135,402,956**
	CHARTER SCHOOLS - SAFETY GRANT	65,030	0	0	0	0		0	0	0	0	0	0	**0**
	TOTAL CHARTER SCHOOLS	**65,030**	**10,446,206**	**11,073,000**	**11,737,400**	**12,441,650**	**13,188,150**	**58,886,406**	**13,847,550**	**14,539,950**	**15,266,950**	**16,030,300**	**16,831,800**	**135,402,956**

LEE COUNTY SCHOOL DISTRICT
Capital Plan
2024-2033

Prj #	PROJECT	22/23	23/24	24/25	25/26	26/27	27/28	Total	28/29	29/30	30/31	31/32	32/33	TEN YEAR TOTAL
I.	**TRANSFERS**													
9600	TRANSFER FOR CHARTER SCHOOLS - PECO	6,649,751	7,533,000	8,136,000	8,787,000	9,490,000	9,775,000	**43,721,000**	10,068,000	10,370,000	10,681,000	11,215,050	11,775,803	**97,830,853**
9600	TRF FOR HURRICANE IAN REPAIRS	0	39,000,000					**39,000,000**						**39,000,000**
9600	TRANSFER PER FS 1011.71		19,229,510	19,438,960	19,880,160	20,235,310	20,506,450	**99,290,390**	20,796,900	20,963,130	21,142,650	21,336,540	21,545,950	**205,075,560**
9600	TRANSFER FOR MAINTENANCE	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	**80,000,000**	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	**160,000,000**
	TOTAL TRANSFERS	**22,649,751**	**81,762,510**	**43,574,960**	**44,667,160**	**45,725,310**	**46,281,450**	**262,011,390**	**46,864,900**	**47,333,130**	**47,823,650**	**48,551,590**	**49,321,753**	**501,906,413**
	BANK FEES	4,842						**0**						**0**
J.	**DEBT SERVICE**													
	29900 FY11 QSCB	1,380,342	2,028,819	2,023,819	2,023,819			**6,076,457**						**6,076,457**
	29501 FY12B COPs	6,731,707						**0**						**0**
	29301 FY13 COPs	4,565,555						**0**						**0**
	29302 FY14A COPs	4,481,693	4,562,663	4,633,913	8,305,713	23,393,113	32,294,088	**73,189,490**						**73,189,490**
	29201 FY14B COPs	7,784,395	7,845,750	7,937,000	7,696,500	0	0	**23,479,250**						**23,479,250**
	29500 FY16A COPs	3,785,822	3,799,000	3,794,850	3,792,600	3,791,200	3,792,950	**18,970,600**	7,020,950	7,018,700	7,019,450	7,017,450	7,017,200	**54,064,350**
	29401 FY17A COPs	12,141,977	18,428,747	18,653,080	15,188,878	0	0	**52,270,705**						**52,270,705**
	29502 FY17B COPs	3,823,953	7,885,780	7,878,972	7,878,336	7,883,756	0	**31,526,844**						**31,526,844**
	29802 FY19 COPs - Gateway High (MMM)	16,473,605	12,038,104	12,038,539	12,037,838	12,035,738	12,035,738	**60,185,957**						**60,185,957**
	29802 FY19 COPs - Lehigh High Addtion	1,171,645	859,896	856,211	856,162	856,012	856,012	**4,284,293**						**4,284,293**
	29601 FY20 COPs - LAMS MM	7,009,649	6,125,747	6,121,601	6,122,910	6,124,656	6,121,819	**30,616,733**						**30,616,733**
	29601 FY20 COPs - LAMS Addition		892,753	892,149	892,340	892,594	892,181	**4,462,017**						**4,462,017**
	29602 FY23A COPs - LAMS Addition		53,740	44,620	44,620	44,620	44,620	**232,220**	50,272	50,278	50,269	50,281	50,278	**483,598**
	29602 FY23A COPs - Franklin Park ES Rebuild		4,418,638	3,668,772	3,668,772	3,668,772	3,668,772	**19,093,726**	4,133,492	4,133,936	4,133,196	4,134,232	4,133,936	**39,762,518**
	29602 FY23A COPs - Amanecer ES		2,991,537	2,483,858	2,483,858	2,483,858	2,483,858	**12,926,969**	2,798,486	2,798,786	2,798,285	2,798,987	2,798,786	**26,920,299**
	FY24 COPs		6,100,000	6,100,000	6,100,000	6,100,000	6,100,000	**30,500,000**	6,100,000	6,100,000	6,100,000	6,100,000	6,100,000	**61,000,000**
	FY25 COPs			25,750,000	25,750,000	25,750,000	25,750,000	**103,000,000**	25,750,000	25,750,000	25,750,000	25,750,000	25,750,000	**231,750,000**
	FY26 COPs				16,000,000	16,000,000	16,000,000	**48,000,000**	16,000,000	16,000,000	16,000,000	16,000,000	16,000,000	**128,000,000**
	FY27 COPs					7,500,000	7,500,000	**15,000,000**	7,500,000	7,500,000	7,500,000	7,500,000	7,500,000	**52,500,000**
	FY28 COPs						23,000,000	**23,000,000**	23,000,000	23,000,000	23,000,000	23,000,000	23,000,000	**138,000,000**
	Fund 29701 FY12 FP&L Lease Agreement	42,190	0	0	0	0	0	**0**	0	0	0	0		**0**
	TRANSFER TO DEBT SERVICE	**69,392,531**	**78,031,174**	**102,877,384**	**118,842,346**	**116,524,319**	**140,540,038**	**556,815,261**	**92,353,200**	**92,351,700**	**92,351,200**	**92,350,950**	**92,350,200**	**1,018,572,511**
	Value of 50% Mill	93,343,875	104,462,060	110,730,000	117,374,000	124,416,500	131,881,500		138,475,500	145,399,500	152,669,500	160,303,000	168,318,000	
	Debt Service as % of 50% mill	18.1%	16.7%	43.8%	49.8%	43.8%	58.4%		29.8%	37.4%	35.6%	33.9%	32.3%	
	Statutory Debt Limit (75%)	140,015,813	156,693,090	166,095,000	176,061,000	186,624,750	197,822,250		207,713,250	218,099,250	229,004,250	240,454,500	252,477,000	
	Debt Service as % of 75% mill	12.1%	11.1%	29.2%	33.2%	29.2%	39.0%		19.9%	24.9%	23.7%	22.6%	21.5%	

The debt service limits are based solely on debt to be reimbursed from Capital Outlay Millage and does not include debt paid from any other source such as Sales Tax or Impact Fees.