



Village of
ESTERO

VILLAGE OF ESTERO
VILLAGE COUNCIL MEETING
PACKET
DECEMBER 17, 2025, 09:30 AM



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
December 17, 2025, 09:30 am

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

1. CALL TO ORDER

INVOCATION

Pastor Brandon Oakes Ocean Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. LETTERS OF RECOGNITION

a. Sydney Ghannam /Estero High School

Attachment: [1 EHS Sydney Ghannam 12172025.pdf](#)

b. Trey Bronson/Bonita Springs High School

Attachment: [2 Bonita Springs Trey Bronson 12172025.pdf](#)

3. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

4. PUBLIC COMMENT ON NON-AGENDA ITEMS

5. CONSENT AGENDA

a. December 3, 2025 Village Council Meeting Minutes

Attachment: [12032025.pdf](#)

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS

a. 2026 Water Monitoring Contract

Recommended Action

Motion to approve award of Contract EC 2022-38 Task Authorization 15 to Johnson Engineering to provide water monitoring services for The Village of Estero for \$199,560.

Approve a \$19,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Financial Impact

The project's financial impact is \$218,560 (\$199,560 plus \$19,000 contingency).

Sufficient funds are available in Fiscal Year 2025-2026 stormwater maintenance budget to fund this contract.

Attachment: [SS Water Monitoring.pdf](#)

Attachment: [01-Water Monitoring Location Map.pdf](#)

Attachment: [02-CN 2022-38 STA 15 2026 Water Monitoring.pdf](#)

b. Sunny Grove Utility Extension Project Funding**Recommended Action**

Motion to approve the Village of Estero providing \$726,777 towards the design, permitting and construction of the Sunny Grove UEP. This equals 25% of the project cost.

Financial Impact

This agenda item will set the amount of money the Village of Estero will fund toward the Sunny Grove UEP. The remaining cost of the project will be funded via grants and payments from the residents within Sunny Grove

Attachment: [SS Sunny Grove Utility Extension Project Funding .pdf](#)

Attachment: [Sunny Grove Location Map.pdf](#)

c. Cypress Bend Utility Extension Project Funding**Recommended Action**

Motion to approve the Village of Estero providing \$557,681.00 towards the design, permitting and construction of the Cypress Bend UEP. This equals 25% of the project cost.

Financial Impact

This agenda item will set the amount of money the Village of Estero will fund toward the Cypress Bend UEP. The remaining cost of the project will be funded via grants and payments from the residents within Cypress Bend.

Attachment: [SS Cypress Bend UEP Village Contribution .pdf](#)

Attachment: [Cypress Bend Location Map.pdf](#)

d. Broadway Ave. West Safety and Drainage Improvements -- Design & Permitting Contract

Recommended Action

Motion to approve award of Contract 26010 to CW3 Engineering to provide design and permitting services for the Broadway Ave West Safety & Drainage Improvements project for \$1,638,631.42.

Approve a \$163,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council.

Financial Impact

The project's financial impact is \$1,801,631.42 (\$1,638,631.42 plus \$163,000 contingency).

The Village of Estero's 5-year CIP includes funding in both the Fiscal Year 2025-2026 (\$1,300,000) and Fiscal Year 2026-2027 (\$1,500,000) budgets for the Broadway Ave West project. The total budget over the 2-year period is \$2,800,000.

A budget amendment will be required to move some funding from fiscal year 2026-2027 to 2025-2026 to cover the fees associated with this contract.

Attachment: [SS Broadway Ave W Safety Drainage Improvements Contract 26010.pdf](#)

Attachment: [01-Broadway Ave West Improvements AE Services Contract 26010.pdf](#)

Attachment: [02-Loc Map.pdf](#)

e. Sport Park Status Update and Guaranteed Maximum Price (GMP) Addendum

Recommended Action

Motion to authorize the Village Manager to execute GMP Addendum #1 for contract 25029 for Suffolk Construction to complete Phase 1 site work, infrastructure, and road network for the Village Hub in the amount of \$19,517,575 upon the Manager's determination that the exceptions, qualifications and assumptions submitted by Suffolk are acceptable and may be incorporated into the GMP Addendum.

Authorize the Village Manager to execute all other documents related to proceeding with construction under the approved GMP Addendum.

Financial Impact

This Phase I has a total construction price of \$19,517,575.

Attachment: [2025.12.12 Council Agenda Summary - Suffolk RME edited.pdf](#)

Attachment: [2025.12.15 Estero SportsPark - Suffolk GMP.v4.tg.pdf](#)

8. FIRST READING

a. First Reading of Zoning Ordinance No. 2025-15, 4741 Broadway Avenue West rezoning

An Ordinance of the Village Council of the Village of Estero, Florida, Approving with Conditions a Rezoning from Agriculture (AG) to Residential Single Family (RSF) For A 0.34+/- Acre Triangular Parcel Located at 4741 Broadway W, East of Estero River Heights and the Existing 100-Foot FPL Right of Way

and West of Cranbrook Harbor; Providing for Severability; and Providing an Effective Date.

Recommended Action

Pass first reading of Ordinance No. 2025-15 and set second reading and public hearing for January 21, 2026.

Financial Impact

Minor cost for newspaper advertisement for second reading

Attachment: [SS REZ2025-E001 4741 Broadway Ave W 12-3-2025.pdf](#)

Attachment: [1 Ordinance No 2025-15.pdf](#)

Attachment: [1.1 - Exh A Legal Description .pdf](#)

Attachment: [2-1. REZ2025-E001 Council Staff Report.pdf](#)

Attachment: [2-2. Attachment A - Boundary Survey.pdf](#)

Attachment: [2-3. Attachment B - Revised Site Plan.pdf](#)

Attachment: [3 Easement Agreement Signed by Coopers.pdf](#)

b. First Reading of Ordinance No. 2025-17 Amending Land Development Code

An Ordinance of the Village of Estero, Florida, Creating § 5-414 (Regarding Perimeter Landscape Buffers) and Amending § 2-502 (Regarding Site Development Obligations) of the Village Land Development Code; Making Related Findings; Providing for Severability, Codification, and an Effective Date.

Recommended Action

Motion to adopt Ordinance No. 2025-17 on first reading and to schedule a second reading and public hearing for January 21, 2026.

Financial Impact

N/A

Attachment: [SS 1st Reading No. 2025-17 Amend LD Code .pdf](#)

Attachment: [Ord No. 2025-17 Amending LD Code.pdf](#)

9. SECOND READING AND PUBLIC HEARING

a. Second reading Ordinance No. 2025-16 Creating § 26-1 and Amending § 26-19 of the Village Code Related to Special Assessments

An Ordinance of the Village of Estero, Florida, Creating § 26-1 and Amending §26-19 of the Village Code Related to Special Assessments; Making Related Findings; Providing For Severability, Codification, and an Effective Date.

Recommended Action

Motion to adopt Ordinance No. 2025-16

Financial Impact

N/A

Attachment: [SS Ord No 2025-16 amend Chapter 26 Village Code regardspecial assessments .pdf](#)

Attachment: [Ord 2025-16 Estero Assessment Code Edits.pdf](#)

10.COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

11.VILLAGE ATTORNEY'S REPORT

12.VILLAGE MANAGER'S REPORT

13.ADJOURNMENT

General Attachments

[- Transcript.pdf](#)

ESTERO VILLAGE COUNCIL MEETING
WEDNESDAY, DECEMBER 17, 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.

9:31:11AM	[SOUNDING GAVEL]
9:31:13AM	>>Mayor Ribble: GOOD MORNING, EVERYONE.
9:31:15AM	I WOULD NOW LIKE TO CALL THE DECEMBER 17, 2025, 9:30 A.M.
9:31:21AM	VILLAGE COUNCIL MEETING TO ORDER.
9:31:22AM	WE WOULD LIKE TO REMIND EVERYONE TO PLEASE PUT YOUR CELL
9:31:26AM	PHONES ON SILENT.
9:31:27AM	IF YOU COME UP TO THE PODIUM TO SPEAK, PLEASE SPEAK INTO THE
9:31:30AM	MICROPHONE.
9:31:30AM	THIS MORNING, WE HAVE PASTOR KYLE FROM OCEAN CHURCH WHO WILL
9:31:37AM	DO THE INVOCATION FOR US.
9:31:39AM	GOOD MORNING, PASTOR KYLE.
9:31:43AM	>> GOOD MORNING.
9:31:45AM	LET'S BOW OUR HEADS AND PRAY THIS MORNING.
9:31:47AM	HEAVENLY FATHER, WE ARE SO GRATEFUL FOR ANOTHER DAY THAT WE
9:31:52AM	CAN COME AND DO THE THINGS THAT YOU HAVE PUT IN US.
9:31:54AM	LORD, THANK YOU FOR THE BEAUTIFUL DAY.
9:31:56AM	THANK YOU FOR THIS REGION.
9:31:58AM	LORD, EVEN THIS CHRISTMAS SEASON THAT WE DON'T FORGET THE
9:32:03AM	REASON WHY YOU GO THROUGH THE SEASON.
9:32:07AM	AS YOU WERE BORN TO US AS A BABY, FATHER, YOU BROUGHT GOOD
9:32:13AM	GIFTS.
9:32:14AM	LORD, I PRAY FOR PEACE AND JOY IN THIS TIME.
9:32:17AM	LORD, THANK YOU FOR THE LEADERS THAT YOU HAVE PUT IN PLACE
9:32:21AM	HERE.
9:32:21AM	LORD, I PRAY FOR THIS MEETING THIS MORNING, THAT THERE WOULD
9:32:24AM	BE UNITY.
9:32:25AM	LORD, I PRAY THAT THERE WOULD BE JOY EVEN IN HARD
9:32:28AM	DISCUSSIONS.
9:32:29AM	LORD, THANK YOU FOR EVERY LEADER THAT YOU HAVE PUT IN PLACE.
9:32:32AM	THANK YOU FOR ALL THE LEADERS OF THIS GREAT, GREAT CITY.
9:32:36AM	LORD, WE GIVE YOU THE PRAISE AND HONOR IN EVERYTHING WE DO.
9:32:39AM	IN JESUS NAME, AMEN.
9:32:41AM	>> AMEN.
9:32:42AM	>>Mayor Ribble: THANK YOU.
9:32:43AM	AND MERRY CHRISTMAS.
9:32:44AM	WOULD YOU PLEASE STAND FOR THE PLEDGE?

9:32:49AM [PLEDGE OF ALLEGIANCE]
 9:33:07AM >>Mayor Ribble: MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
 9:33:09AM HERE.
 9:33:11AM >>Jeff Hunt: HERE.
 9:33:12AM >>Jon McLain: HERE.
 9:33:14AM >>Lori Fayhee: HERE.
 9:33:15AM >>Rafael Lopez: HERE.

 9:33:17AM >>Jim Ward: HERE.
 9:33:18AM >>Vice-Mayor Zalucki: HERE.
 9:33:19AM >>Mayor Ribble: THANK YOU.
 9:33:20AM WE HAVE TWO LETTERS OF RECOGNITION TODAY FOR TWO OUTSTANDING
 9:33:26AM HIGH SCHOOL STUDENTS.
 9:33:27AM ONE FROM ESTERO AND ONE FROM BONITA.
 9:33:30AM BUT I WOULD LIKE TO RECOGNIZE FIRST THE SCHOOL DISTRICT
 9:33:35AM REPRESENTATIVES WE HAVE HERE.
 9:33:35AM ED MATTHEWS AND CHERYL NEELY.
 9:33:39AM THE SCHOOL BOARD DISTRICT THREE MEMBER, BILL RIBBLE, AND THE
 9:33:44AM PRINCIPALS FROM THOSE TWO SCHOOLS, JEFF ESTES AND JENNIFER
 9:33:50AM SELUK.
 9:33:51AM AT THIS TIME, I WOULD LIKE SYDNEY GHANNAM TO COME UP TO THE
 9:34:00AM FRONT, PLEASE.
 9:34:01AM PRINCIPAL SELUK, WOULD YOU JOIN US?
 9:34:19AM IN APPRECIATION TO SYDNEY GHANNAM, ESTERO HIGH SCHOOL, THE
 9:34:45AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, PROUDLY
 9:34:48AM RECOGNIZES SYDNEY GHANNAM FOR HER OUTSTANDING ACHIEVEMENTS
 9:34:52AM AND POSITIVE CONTRIBUTIONS TO THE COMMUNITY.
 9:34:55AM SYDNEY IS A SENIOR WITH A 5.01 GPA.
 9:34:59AM AICE DIPLOMA AND SPIRIT CLUB PRESIDENT.
 9:35:03AM SYDNEY'S DEDICATION, LEADERSHIP, AND ENTHUSIASM ELEVATE THE
 9:35:08AM ENTIRE SCHOOL COMMUNITY.
 9:35:09AM AN ACTIVE MEMBER OF MULTIPLE CLUBS AND A COMMITTED ATHLETE,
 9:35:13AM SHE DEMONSTRATES EXCEPTIONAL INITIATIVE, COLLABORATION, AND

 9:35:17AM THE ABILITY TO BALANCE ACADEMICS AND EXTRACURRICULARS WITH
 9:35:21AM MATURITY.
 9:35:22AM SYDNEY'S NATURAL LEADERSHIP, DEPENDABLE TEAMWORK, AND
 9:35:27AM SUPPORTIVE MENTORSHIP MAKES HER A TRUE SCHOOL SPIRIT
 9:35:30AM AMBASSADOR BRINGING ENERGY, PRIDE, AND UNITY TO THE STUDENT
 9:35:35AM BODY.
 9:35:35AM WITH A STRONG WORK ETHIC, INTEGRITY, AND KINDNESS, SYDNEY
 9:35:41AM STANDS OUT AS AN EXEMPLARY REPRESENTATIVE OF ESTERO HIGH
 9:35:46AM SCHOOL.
 9:35:46AM PRESENTED ON THIS 17th DAY OF DECEMBER, 2025.
 9:35:50AM CONGRATULATIONS.
 9:36:04AM [APPLAUSE]
 9:36:44AM >>Mayor Ribble: CAN I HAVE TREY BRONSON AND MR. AND
 9:36:49AM MRS. BRONSON COME FORWARD?

9:37:10AM IN APPRECIATION TO TREY BRONSON, BONITA SPRINGS HIGH SCHOOL,
 9:37:14AM THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA,
 9:37:17AM PROUDLY RECOGNIZES TREY BRONSON FOR HIS OUTSTANDING
 9:37:20AM ACHIEVEMENTS AND POSITIVE CONTRIBUTIONS TO THE COMMUNITY.
 9:37:23AM TREY EXEMPLIFIES EXCEPTIONAL -- LEADERSHIP AND SPORTSMANSHIP
 9:37:29AM -- [INAUDIBLE]
 9:37:31AM ACADEMICALLY HE IS A HIGH-PERFORMING STUDENT WHO EMBRACES
 9:37:37AM RIGOROUS COURSE WORK, INCLUDING ADVANCED PLACEMENT CLASSES
 9:37:44AM -- AND CONTINUALLY DEMONSTRATES EXCELLENCE.
 9:37:49AM HE IS EQUALLY ADMIRER FOR HIS SCHOOL SPIRIT, KINDNESS AND
 9:37:54AM INCLUSIVENESS, CONSISTENTLY REPRESENTING -- [INAUDIBLE]

9:37:59AM ON THE FOOTBALL FIELD, BASKETBALL COURT AND TRACK, TREY
 9:38:03AM BRINGS UNWAVERING DETERMINATION, ENTHUSIASM AND A POSITIVE
 9:38:08AM MINDSET.
 9:38:08AM HE PERFORMS WITH POISE UNDER PRESSURE AND SERVES AS A ROLE
 9:38:12AM MODEL THROUGH HIS STRONG WORK ETHIC AND STEADY COMPOSURE.
 9:38:16AM TREY IS A TREMENDOUS ASSET TO THE BONITA SPRINGS HIGH SCHOOL
 9:38:20AM COMMUNITY, EMBODYING THE VALUES OF TEAMWORK, RESPECT, AND
 9:38:24AM COMMUNITY FOCUS LEADERSHIP.
 9:38:25AM PRESENTED ON THIS 17th DAY OF DECEMBER, 2025.
 9:38:32AM [APPLAUSE]
 9:39:43AM [APPLAUSE]
 9:40:14AM >>Mayor Ribble: NEXT WE HAVE APPROVAL OF AGENDA, ADDITIONS,
 9:40:18AM AND DELETIONS.
 9:40:20AM DOES ANYONE HAVE ANY ADDITIONS, DELETIONS, OR CHANGES TO THE
 9:40:24AM AGENDA?
 9:40:24AM I DO.
 9:40:26AM I WOULD LIKE TO MAKE AN ADDITION, WHICH WOULD BE DISCUSSION
 9:40:30AM OF OUR JANUARY 7th MEETING.
 9:40:33AM IF EVERYONE IS OKAY WITH THAT, COULD I HAVE A MOTION TO
 9:40:37AM APPROVE THE AGENDA WITH THAT ADDITION?
 9:40:38AM THANK YOU, MR. WARD AND MS. FAYHEE.
 9:40:44AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 9:40:47AM >>Jeff Hunt: AYE.
 9:40:48AM >>Jon McLain: AYE.
 9:40:50AM >>Lori Fayhee: AYE.

9:40:52AM >>Rafael Lopez: AYE.
 9:40:53AM >>Jim Ward: AYE.
 9:40:55AM >>Vice-Mayor Zalucki: AYE.
 9:40:55AM >>Mayor Ribble: AYE.
 9:40:57AM ITEM 4, PUBLIC COMMENT ON NON-AGENDA ITEMS.
 9:41:01AM MADAM CLERK, DO WE HAVE ANYBODY WHO WISHES TO SPEAK?
 9:41:03AM >>Carol Sacco: YES, MAYOR, WE DO.
 9:41:05AM MR. BARRY FREEDMAN, REPRESENTING ENGAGE ESTERO.
 9:41:09AM >>Mayor Ribble: ALL RIGHT.
 9:41:09AM WELCOME, BARRY.

9:41:12AM >> GOOD MORNING.
 9:41:13AM BARRY FREEDMAN, VICE PRESIDENT OF DEVELOPMENT FOR ENGAGE
 9:41:16AM ESTERO.
 9:41:17AM AS YOU KNOW, WE -- ENGAGE ESTERO WILL PRESENT THE DON ESLICK
 9:41:22AM PERSON OF THE YEAR AWARD ON FEBRUARY 26 AT THE ESTERO
 9:41:25AM COUNTRY CLUB.
 9:41:26AM I CAN NOW TELL YOU THAT THE RESERVATION SYSTEM IS OPEN,
 9:41:29AM ONLINE.
 9:41:30AM IF YOU GO TO ENGAGE ESTERO -- I'M SORRY, IF YOU GO TO ESTERO
 9:41:33AM TODAY SLASH 2026 AWARD YOU CAN MAKE YOUR RESERVATIONS.
 9:41:42AM WHAT I'M HERE TO ASK FOR IS IF ANY OF YOU ARE PLANNING TO
 9:41:46AM SPEAK AT THE EVENT, EITHER INDIVIDUALLY OR ON BEHALF OF THE
 9:41:51AM VILLAGE TO HONOR DR. ANTONUCCI, I NEED TO KNOW BY JANUARY 15
 9:41:57AM BECAUSE WE WILL PUBLISH THE PROGRAM AND GO TO THE PRINTER ON
 9:42:01AM JANUARY 17, 18, OR SOMETHING LIKE THAT.

 9:42:03AM THE ONE THING I WOULD ADD THAT WE'RE PRETTY PLEASED TO
 9:42:09AM ANNOUNCE, WE HAVE A PRETTY GOOD RELATIONSHIP AT THE BOWER
 9:42:12AM SCHOOL OF MUSIC.
 9:42:15AM AS A RESULT, WE MET WITH MIKE BARON, WHO HEADS THE ORCHESTRA
 9:42:20AM SECTION OF THE BOWER SCHOOL, AND THEY HAVE AGREED TO PROVIDE
 9:42:23AM A MUSICAL INTERLUDE AT THE EVENT FEATURING SOMEONE PROBABLY
 9:42:30AM NONE OF YOU KNOW.
 9:42:31AM HIS NAME IS QUANG VO.
 9:42:36AM V-O IS HIS LAST NAME.
 9:42:38AM HE IS AN INTERNATIONALLY ACCLAIMED PIANIST AND A STUDENT AT
 9:42:41AM THE SCHOOL.
 9:42:43AM HE WILL PERFORM FOR US AT DR. ANTONUCCI'S PERSON OF THE YEAR
 9:42:47AM EVENT.
 9:42:48AM IT SHOULD BE QUITE AN EXCEPTIONAL PRESENTATION AND
 9:42:51AM EXCEPTIONAL EVENING.
 9:42:52AM WE LOOK FORWARD TO HAVING AS MANY OF YOU THERE AS POSSIBLE.
 9:42:55AM BUT I WOULD URGE YOU, MAKE YOUR RESERVATIONS AS SOON AS
 9:42:57AM POSSIBLE BECAUSE WE EXPECT CLOSE TO 200 PEOPLE TO ATTEND THE
 9:43:01AM EVENT AND HONOR DR. ANTONUCCI.
 9:43:04AM THANK YOU.
 9:43:04AM ANY QUESTIONS?
 9:43:11AM >>Mayor Ribble: NEXT ON THE AGENDA, WE HAVE 5A, DECEMBER 3,
 9:43:14AM 2025, VILLAGE COUNCIL MEETING CONSENT AGENDA.
 9:43:19AM ARE THERE ANY QUESTIONS OR COMMENTS ON THE CONSENT AGENDA?
 9:43:23AM SEEING NONE, MADAM CLERK, DO WE HAVE ANYONE SIGNED UP TO

 9:43:28AM SPEAK?
 9:43:28AM >>Carol Sacco: THERE IS NO PUBLIC COMMENT AND NO E-COMMENTS.
 9:43:30AM >>Mayor Ribble: THANK YOU.
 9:43:31AM IN THAT CASE, MAY I HAVE A MOTION TO ACCEPT?
 9:43:33AM THANK YOU.
 9:43:33AM COUNCIL MEMBER HUNT AND SECOND, COUNCIL MEMBER LOPEZ.

9:43:38AM PLEASE CALL THE ROLL.
 9:43:40AM >>Jim Ward: AYE.
 9:43:42AM >>Rafael Lopez: AYE.
 9:43:44AM >>Lori Fayhee: AYE.
 9:43:46AM >>Jon McLain: AYE.
 9:43:47AM >>Jeff Hunt: AYE.
 9:43:47AM >>Vice-Mayor Zalucki: AYE.
 9:43:49AM >>Mayor Ribble: AYE.
 9:43:50AM THE ACTION ITEMS, THE FIRST ONE WE HAVE 7A, WATER
 9:43:57AM MONITORING.
 9:43:59AM STEVE, WOULD YOU INTRODUCE THIS FOR US, PLEASE?
 9:44:01AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 9:44:03AM COUNCIL.
 9:44:04AM ITEM 7A IS A CONTINUATION OF THE JOHNSON ENGINEERING
 9:44:10AM CONTRACT FOR WATER MONITORING SERVICES ON THE ESTERO RIVER
 9:44:15AM IN THE AMOUNT OF \$199,560 PLUS A \$19,000 CONTINGENCY.
 9:44:23AM THIS IS A PROGRAM THAT WE STARTED SEVERAL YEARS AGO TO
 9:44:27AM EVALUATE THE WATER QUALITY ON ESTERO RIVER AND IS PART OF
 9:44:32AM OUR UTILITY EXTENSION PROGRAM WHERE WE ARE MAKING EVERY

 9:44:37AM EFFORT POSSIBLE TO IMPROVE WATER QUALITY ON THE ESTERO RIVER
 9:44:41AM AND MONITORING IT IS A CRITICAL PART OF THAT.
 9:44:44AM WE HAVE 11 WATER MONITORING LOCATIONS.
 9:44:51AM WE ALSO MONITOR FOUR FLOW MEASUREMENT SITES AND DOWNLOAD
 9:44:56AM DATA FROM SEVEN SURFACE WATER MONITORING WELLS AND TWO U.S.
 9:45:01AM GEOLOGICAL SURVEY SITES.
 9:45:03AM THE REPORTS COME BACK TO YOU ON A REGULAR BASIS.
 9:45:10AM THIS COMPILATION OF ALL OF THE DIFFERENT LOCATIONS AND
 9:45:14AM MONITORING SITES PROVIDES US A VERY ACCURATE READ OF THE
 9:45:18AM TOTAL WATER QUALITY OF THE ESTERO RIVER AS IT EMPTIES, OF
 9:45:23AM COURSE, INTO ESTERO BAY.
 9:45:24AM SO THIS COMES TO YOU WITH A RECOMMENDATION FOR APPROVAL.
 9:45:29AM WE'LL, OF COURSE, BRING BACK THE RESULTS AT A FUTURE COUNCIL
 9:45:32AM MEETING.
 9:45:33AM >>Mayor Ribble: ANY QUESTIONS FROM COUNCIL?
 9:45:34AM VICE-MAYOR.
 9:45:38AM >>Vice-Mayor Zalucki: I HAVE ONE.
 9:45:39AM STEVE, I LOOKED AT THE CONTRACT IT LOOKS LIKE THIS IS AN
 9:45:42AM ANNUAL FEE OR ANNUAL CONTRACT?
 9:45:45AM >>Steven Sarkozy: CORRECT.
 9:45:47AM >>Vice-Mayor Zalucki: HAVE WE DONE THIS IN THE PAST?
 9:45:50AM >>Steven Sarkozy: YES, IT'S ONGOING.
 9:45:51AM >>Vice-Mayor Zalucki: VERY GOOD.
 9:45:53AM THANK YOU.
 9:45:53AM >>Mayor Ribble: ANYONE ELSE?

 9:45:56AM >>Jon McLain: HAS THE PRICE CHANGED FROM YEAR TO YEAR?
 9:45:59AM >>Steven Sarkozy: I DON'T RECALL OFF HAND.

9:46:01AM DAVID MONITORS THIS.
 9:46:03AM I BELIEVE IT'S CLOSE TO THE SAME.
 9:46:07AM >>David Willems: GOOD MORNING.
 9:46:08AM YEAH, THIS IS GENERALLY THE SAME AS LAST YEAR, BUT IT HAS
 9:46:11AM FLUCTUATED FROM YEAR TO YEAR BECAUSE OF SOME OF THE WATER
 9:46:14AM QUALITY THAT WE FOUND WITH THE FIRST FEW YEARS OF
 9:46:16AM MONITORING, WE WENT AHEAD AND ADDED I THINK THREE OR FOUR
 9:46:19AM MORE STATIONS, SO THAT INCREASED THE PRICE.
 9:46:21AM LAST YEAR, WE HAD A SITUATION WHERE ONE OF THE STAGE
 9:46:25AM RECORDERS WAS DAMAGED, SO WE HAD TO REPLACE IT.
 9:46:29AM THAT WAS AN ADDITIONAL COST.
 9:46:30AM IT'S GENERALLY BEEN AT THIS LEVEL.
 9:46:33AM >>Jon McLain: THANK YOU.
 9:46:34AM >>Mayor Ribble: ANYTHING ELSE?
 9:46:35AM IS THERE ANY PUBLIC COMMENT?
 9:46:37AM >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.
 9:46:40AM >>Mayor Ribble: THANK YOU.
 9:46:41AM IN THAT CASE, I WILL ENTERTAIN A MOTION. COUNCILMAN LOPEZ
 9:46:46AM AND A SECOND BY COUNCILMAN FAYHEE.
 9:46:48AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
 9:46:52AM >>Jeff Hunt: AYE.
 9:46:53AM >>Jon McLain: AYE.
 9:46:55AM >>Lori Fayhee: AYE.

 9:46:56AM >>Rafael Lopez: AYE.
 9:46:57AM >>Jim Ward: AYE.
 9:46:59AM >>Vice-Mayor Zalucki: AYE.
 9:47:00AM >>Mayor Ribble: AYE.
 9:47:00AM ITEM 7B, SUNNY GROVE UTILITY EXTENSION PROJECT FUNDING.
 9:47:08AM STEVE, WILL YOU ADDRESS THIS FOR US?
 9:47:10AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 9:47:12AM COUNCIL.
 9:47:12AM ABOUT SIX YEARS AGO, THE VILLAGE IDENTIFIED 12 DIFFERENT
 9:47:18AM NEIGHBORHOODS THAT WERE GOING TO BE PART OF THE UTILITY
 9:47:21AM EXTENSION PROGRAM.
 9:47:23AM AND EACH OF THESE NEIGHBORHOODS HAD ISSUES WITH THEIR
 9:47:28AM SANITARY SEWER, IN THIS CASE SEPTIC SEWER SYSTEMS.
 9:47:35AM AND WE DEVELOPED A PROGRAM AT THAT TIME, INCLUDING THE
 9:47:39AM PREVIOUS WATER MONITORING TO SYSTEMATICALLY GO THROUGH ALL
 9:47:43AM OF OUR NEIGHBORHOODS AND UPGRADE THE UTILITY SYSTEMS TO IN
 9:47:49AM PART TO REDUCE POLLUTION GETTING INTO THE ESTERO RIVER AND
 9:47:53AM ESTERO BAY.
 9:47:53AM THE FIRST TARGETS WERE OUR MANUFACTURED HOME COMMUNITIES
 9:48:02AM THAT HAVE OLDER SYSTEMS THAT NEED TO BE UPDATED.
 9:48:06AM THE FIRST ONE COMING BEFORE US RIGHT NOW IS SUNNY GROVE.
 9:48:11AM WE'LL TALK ABOUT ANOTHER AGENDA POINT HERE.
 9:48:13AM BUT SUNNY GROVE IS LOCATED JUST NORTH OF CORKSCREW ON U.S.
 9:48:19AM 41 ON THE WEST SIDE OF U.S. 41 AND PROPOSED IS A DIRECT

9:48:26AM CONNECTION INTO THE MUNICIPAL WASTEWATER TREATMENT SYSTEM.

9:48:32AM WHAT I'M GOING TO DO IS ASK DAVID WILLEMS TO COME UP AND
 9:48:36AM DESCRIBE THE PROJECT.
 9:48:37AM THE PROJECT HAS STARTED.
 9:48:38AM THE QUESTION BEFORE THE COUNCIL TODAY IS A POLICY QUESTION
 9:48:43AM REGARDING HOW MUCH OF THE TOTAL COST WOULD BE BORN BY THE
 9:48:48AM VILLAGE VERSUS PRIVATELY FINANCED BY THE RESIDENTS.
 9:48:52AM DAVID, IF YOU COULD DESCRIBE THE PROJECT, PLEASE.
 9:48:54AM >>David Willems: I'LL PROVIDE A REAL QUICK SUMMARY.
 9:48:57AM THIS IS THE LOCATION ON THE SCREEN.
 9:48:59AM IT'S AN OLDER COMMUNITY.
 9:49:02AM IT WAS DEVELOPED BEFORE THERE WAS ANY MUNICIPAL WATER OR
 9:49:05AM SEWER IN THIS AREA, SO THEY HAVE THEIR OWN PACKAGE
 9:49:09AM WASTEWATER TREATMENT PLANT.
 9:49:10AM THE PLANT IS LOCATED REALLY CLOSE TO THE RIVER.
 9:49:12AM EVEN THOUGH THE PLANT TREATS THE WATER, SOME PERCOLATES INTO
 9:49:15AM THE GROUND AND EVENTUALLY GETS INTO THE RIVER.
 9:49:17AM WITH THE RIVER PARK PROJECT, THE VILLAGE HAS ALREADY
 9:49:22AM INSTALLED A FORCE MAIN ALONG U.S. 41 THAT GOES FROM
 9:49:25AM CORKSCREW ROAD BASICALLY UP TO COUNTY ROAD.
 9:49:28AM AND WHAT THIS PROJECT IS GOING TO DO IS BUILD A LIFT STATION
 9:49:31AM AND FORCE MAIN ON THE SUNNY GROVE PROPERTY AND CONNECT INTO
 9:49:35AM THE FORCE MAIN.
 9:49:36AM AFTER THE FORCE MAIN IS INSTALLED, OUR CONTRACTOR WILL
 9:49:39AM DEMOLISH THE EXISTING WASTEWATER TREATMENT PLANT AND ALL THE
 9:49:44AM WATER WILL GO TO THE SEWER PLANT THAT'S UP ON THREE OAKS

9:49:47AM PARKWAY.
 9:49:48AM SO THAT SHOULD ELIMINATE ANY OF THE DISCHARGES THAT
 9:49:51AM CURRENTLY HAPPEN INTO THE RIVER THERE.
 9:49:52AM CAN ANSWER ANY QUESTIONS.
 9:49:55AM >>Mayor Ribble: SO WHAT YOU'RE ASKING US TO VOTE ON IS
 9:49:58AM PROVIDING THE \$726,777 TOWARD THE 25%.
 9:50:04AM >>David Willems: CORRECT.
 9:50:05AM THIS AGENDA ITEM IS TO DEFINE THE AMOUNT OF MONEY THE
 9:50:08AM VILLAGE WILL BE PUTTING TOWARD THAT PROJECT.
 9:50:10AM >>Mayor Ribble: AND TO THAT ITEM, IS THERE ANY QUESTIONS
 9:50:14AM FROM COUNCIL?
 9:50:15AM SEEING NONE, IS THERE ANY PUBLIC COMMENT?
 9:50:19AM >>Carol Sacco: WE HAVE ONE PUBLIC COMMENT AND NO E-COMMENTS.
 9:50:22AM KATY BURKEY REPRESENTING SUNNY GROVE.
 9:50:30AM >> GOOD MORNING.
 9:50:31AM FOR THE RECORD, KATY BURKEY, PROUD TO BE REPRESENTING SUNNY
 9:50:36AM GROVE.
 9:50:37AM WE HAVE A COUPLE OF MEMBERS OF THE BOARD OF DIRECTORS HERE
 9:50:38AM AS WELL.
 9:50:39AM WE THANK THE VILLAGE FOR THEIR TIME AND ATTENTION TO THIS

9:50:43AM PROJECT AND FOR CONSIDERING THE CONTRIBUTION BEFORE YOU
 9:50:46AM TODAY.
 9:50:47AM WE RESPECTFULLY REQUEST THAT YOU ACCEPT THE RECOMMENDATION
 9:50:49AM OF STAFF TO CONTRIBUTE THE 25% TO THE PROJECT.
 9:50:53AM ONCE THAT HAS BEEN ACCEPTED TODAY, THEN SUNNY GROVE CAN

 9:50:57AM PROCEED WITH GETTING THE VOTE OF THEIR MEMBERS AND SECURING
 9:51:00AM FINANCING.
 9:51:00AM AGAIN, THE DESIRE TO AVOID THE ASSESSMENT OPTION THAT WOULD
 9:51:04AM COME LATER IN THE NEXT CALENDAR YEAR AND PAY UP FRONT.
 9:51:09AM >>Mayor Ribble: THANK YOU, KATY.
 9:51:11AM ANY OTHER DISCUSSION?
 9:51:13AM I WILL ACCEPT A MOTION TO PROVIDE THE 25%, 726,777.
 9:51:22AM COUNCILMAN HUNT AND A SECOND, VICE-MAYOR ZALUCKI.
 9:51:27AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL.
 9:51:30AM >>Jim Ward: AYE.
 9:51:31AM >>Rafael Lopez: AYE.
 9:51:33AM >>Lori Fayhee: AYE.
 9:51:35AM >>Jon McLain: AYE.
 9:51:36AM >>Jeff Hunt: AYE.
 9:51:39AM >>Vice-Mayor Zalucki: AYE.
 9:51:41AM >>Mayor Ribble: ALL RIGHT.
 9:51:42AM >>Steven Sarkozy: MAYOR, IF I MAY, JUST A REMINDER FOR THE
 9:51:45AM COUNCIL AND ALSO TO THE RESIDENTS, WE'VE REQUESTED \$800,000
 9:51:50AM IN LEGISLATIVE APPROPRIATION WITH THE STATE OF FLORIDA TO
 9:51:57AM HELP UNDERSCORE, REDUCE THE AMOUNT FURTHER.
 9:52:03AM WE UNDERSTAND THIS IS A LARGE AMOUNT FOR RESIDENTS, AND
 9:52:06AM WE'RE HOPEFUL THAT WE COULD GET THAT MONEY, BUT IT'S REALLY
 9:52:09AM UP TO THE STATE LEGISLATURE AT THIS POINT.
 9:52:11AM AS SOON AS WE KNOW THAT, WE WOULD BE IN CONTACT WITH THE
 9:52:13AM RESIDENTS.

 9:52:16AM >>Mayor Ribble: THANK YOU, STEVE.
 9:52:17AM ITEM 7C, CYPRESS BEND UTILITY EXTENSION PROJECT FUNDING.
 9:52:21AM STEVE, WOULD YOU INTRODUCE THIS AGAIN?
 9:52:24AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 9:52:26AM COUNCIL.
 9:52:27AM THIS IS VERY MUCH LIKE THE SUNNY GROVE REQUEST THAT YOU
 9:52:32AM PREVIOUSLY CONSIDERED.
 9:52:33AM CYPRESS BEND IS ANOTHER MANUFACTURED HOME COMMUNITY ALONG
 9:52:37AM U.S. 41 NORTH OF CORKSCREW ON THE EAST SIDE OF U.S. 41.
 9:52:45AM THIS IS THE SECOND OF OUR PROJECTS UNDER THE UTILITY
 9:52:49AM EXTENSION PROGRAM, ALL INTENDING TO IMPROVE WATER QUALITY
 9:52:54AM THROUGHOUT THE ENTIRE VILLAGE.
 9:52:55AM SIMILARLY, THIS CONNECTS THIS COMMUNITY TO THE MUNICIPAL
 9:53:02AM WATER TREATMENT PROGRAM OR SEWER SYSTEM, THEREBY LESSENING
 9:53:08AM ANY IMPACT ON ADJOINING PROPERTY GROUNDWATER OR THE RIVER.
 9:53:14AM AGAIN, I'LL TURN IT OVER TO DAVID WILLEMS TO BRIEFLY

9:53:17AM DESCRIBE THE PROJECT.
 9:53:18AM AGAIN, THE REQUEST TO THE VILLAGE COUNCIL IS TO APPROPRIATE
 9:53:23AM THE 25% FOR THIS PROJECT AND CREATE THAT AS A STANDARD
 9:53:26AM POLICY.
 9:53:27AM DAVID.
 9:53:28AM >>David Willems: GOOD MORNING AGAIN.
 9:53:30AM THIS PROJECT IS IN A SIMILAR LOCATION -- OR A SIMILAR
 9:53:34AM SCHEDULE AS THE PREVIOUS PROJECT.
 9:53:35AM IT'S CURRENTLY UNDER CONSTRUCTION TO GO ALONG THE ESTERO

 9:53:38AM PARKWAY.
 9:53:39AM YOU'LL SEE THE CONSTRUCTION ENTRANCE.
 9:53:41AM THEY ACTUALLY ALREADY INSTALLED SOME OF THE WATER MAIN AND
 9:53:44AM FORCE MAIN ALREADY.
 9:53:47AM WOULD BE WORKING OVER THE NEXT MONTH OR SO TO GET BOTH OF
 9:53:49AM THOSE UNDERNEATH ESTERO PARKWAY BECAUSE THE CONNECTION
 9:53:53AM POINTS ARE ON THE NORTH SIDE OF THE ROAD.
 9:53:55AM YOU'LL NOTICE FROM THE NUMBER, THIS PROJECT IS A LITTLE BIT
 9:53:58AM CHEAPER THAN THE OTHER ONES, SO THE VILLAGE'S CONTRIBUTION
 9:54:01AM IS A LITTLE BIT LESS, BUT THAT'S BECAUSE OF THE LOCATION.
 9:54:04AM THERE IS A MUCH SHORTER FORCE MAIN, BASICALLY, THAT'S NEEDED
 9:54:07AM TO GET TO THE EXISTING MUNICIPAL.
 9:54:09AM SO WHAT THE AGENDA ITEM IS FOR THE 25% IS FOR \$557,681.
 9:54:17AM >>Mayor Ribble: THANK YOU, DAVID.
 9:54:18AM IS THERE ANY DISCUSSION ON THAT 25% CONTRIBUTION?
 9:54:22AM SEEING NONE, IS THERE ANY PUBLIC COMMENT?
 9:54:26AM >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.
 9:54:29AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION TO ACCEPT
 9:54:31AM THE 25% CONTRIBUTION BY THE VILLAGE?
 9:54:34AM COUNCILMAN McLAIN, SECONDED BY COUNCILWOMAN FAYHEE.
 9:54:39AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 9:54:42AM >>Jeff Hunt: AYE.
 9:54:43AM >>Jon McLain: AYE.
 9:54:45AM >>Lori Fayhee: AYE.
 9:54:45AM >>Rafael Lopez: AYE.

 9:54:48AM >>Jim Ward: AYE.
 9:54:49AM >>Vice-Mayor Zalucki: AYE.
 9:54:50AM >>Mayor Ribble: AYE.
 9:54:51AM ITEM 7D, BROADWAY AVENUE WEST SAFETY AND DRAINAGE
 9:54:59AM IMPROVEMENTS DESIGN AND PERMITTING CONTRACT.
 9:55:02AM STEVE, WILL YOU INTRODUCE THIS, PLEASE?
 9:55:03AM >>Steven Sarkozy: THANK YOU, MAYOR AND MEMBERS OF COUNCIL.
 9:55:06AM THE BROADWAY WEST SAFETY AND DRAINAGE IMPROVEMENTS INCLUDES
 9:55:12AM THE DESIGN AND RECONSTRUCTION OF MOST OF BROADWAY WEST, WEST
 9:55:17AM OF U.S. 41.
 9:55:19AM THIS PROJECT WAS SUBMITTED TO LEE COUNTY FOR GRANT FUNDING
 9:55:25AM UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM DISASTER

9:55:30AM RECOVERY EFFORT, \$1.1 BILLION WAS AWARDED TO LEE COUNTY FOR
 9:55:36AM IMPROVEMENTS AND INFRASTRUCTURE IMPROVEMENTS AROUND THE
 9:55:43AM COUNTY TO HELP MITIGATE FUTURE STORM IMPACTS, AMONG OTHER
 9:55:48AM THINGS.
 9:55:48AM THE TOTAL GRANT RECEIVED BY THE VILLAGE IS \$15 MILLION.
 9:55:55AM THIS IS A VERY SIGNIFICANT PROJECT, OF COURSE, FOR OUR WORK
 9:55:58AM PROGRAM.
 9:56:01AM WE'VE BEEN ADVISED BY THE COUNTY THAT THERE IS A VERY TIGHT
 9:56:06AM TIMELINE ON THIS AND A REQUIREMENT THAT WE COMPLETE THIS
 9:56:10AM PROJECT BY 2027, LATE 2027.
 9:56:13AM SO WE ARE UNDER A CONSIDERABLE STRESS IN TERMS OF GETTING
 9:56:20AM THIS PROJECT DONE.
 9:56:21AM THE ELEMENT BEFORE YOU TODAY IS THE ENGINEERING CONTRACT,

 9:56:26AM WHICH, OF COURSE, NEEDS TO BE DONE BEFORE WE CAN START
 9:56:28AM CONSTRUCTION.
 9:56:29AM THE ENGINEER SELECTED IS CW3 WHICH HAS DONE WORK FOR THE
 9:56:35AM VILLAGE IN OTHER LOCATIONS.
 9:56:38AM THE CONTRACT AMOUNT IS \$1,638,631.42.
 9:56:44AM WITH \$163,000 CONTINGENT ACCOUNT, WHICH IS ACCORDING TO OUR
 9:56:52AM POLICY WHERE WE PROVIDE A 10% CONTINGENCY IN THE EVENT OF
 9:56:56AM OVERRUNS.
 9:56:57AM THIS PROJECT NEEDS TO OCCUR QUICKLY AND GET DONE WITHIN A
 9:57:02AM 12-MONTH CYCLE.
 9:57:03AM THE TIMELINE IS OUTLINED IN YOUR PACKAGE HERE AND INCLUDED
 9:57:07AM IN THE SCOPE OF WORK WITH THE CONTRACTOR.
 9:57:10AM WE'RE AVAILABLE FOR QUESTIONS HERE, BUT THE IDEA IS THAT THE
 9:57:14AM DESIGN WILL PROCEED QUICKLY AND BRING THAT BACK TO THE
 9:57:18AM COUNCIL AT VARIOUS STAGES SO YOU CAN SEE THE IMPROVEMENTS
 9:57:20AM THAT WOULD OCCUR ON WEST BROADWAY.
 9:57:22AM WE HAVE A VERY TIGHT, VERY NARROW RIGHT-OF-WAY HERE WITH
 9:57:27AM LIMITATIONS, SO IT'S GOING TO BE A DIFFICULT PROJECT.
 9:57:32AM IN ADDITION, AS WE DO OTHER SEPTIC TO SEWER PROGRAMS ON THE
 9:57:36AM FAR WEST SIDE OF BROADWAY, THE MAINTENANCE OF TRAFFIC ISSUE
 9:57:40AM ALONG THIS, THERE'S ONLY ONE WAY IN AND OUT FOR ALL THESE
 9:57:43AM NEIGHBORHOODS, IS GOING TO BE A CRITICAL OPERATIONAL ISSUE
 9:57:51AM ONCE WE GET UNDERWAY FULLY.
 9:57:53AM THIS INITIATIVES THE ENGINEERING AND COMES TO YOU WITH A
 9:57:56AM RECOMMENDATION FOR APPROVAL.

 9:57:57AM >>Mayor Ribble: ANY QUESTIONS FROM THE COUNCIL?
 9:57:59AM COUNCILMAN HUNT.
 9:58:01AM >>Jeff Hunt: THE THING THAT POPS OUT, BIDDING COMPLETE BY
 9:58:05AM 11/6 NEXT YEAR AND THEN A COMPLETION DATE MANDATED BY THE
 9:58:09AM STATE 12/31 THE FOLLOWING YEAR.
 9:58:12AM CAN THIS GET DONE IN 12 MONTHS?
 9:58:15AM >>Steven Sarkozy: WE THINK SO.
 9:58:17AM >>Jeff Hunt: IS THERE A WAY TO SPEED UP GETTING THROUGH THAT

9:58:19AM BIDDING PROCESS TO ALLOW MORE TIME?
 9:58:23AM >>Steven Sarkozy: THE REQUEST THAT I MADE TO THE STAFF HERE
 9:58:26AM AND ALSO TO THE ENGINEER IS TO PULL ANY -- I WAS GOING TO
 9:58:32AM SAY STUNTS, BUT THAT'S NOT THE RIGHT WORD -- BUT PULL ANY
 9:58:40AM OPPORTUNITIES AS WE CAN TO INITIATE, FAST-TRACK THE
 9:58:42AM ENGINEERING, FAST-TRACK CERTAIN ELEMENTS OF THE CONSTRUCTION
 9:58:45AM TO GET THEM GOING AS FAST AS POSSIBLE.
 9:58:50AM THIS IS GOING TO BE A VERY DIFFICULT PROJECT TO DO IN THE
 9:58:52AM TIMELINE.
 9:58:52AM AGAIN, WE'LL BE CONSTRUCTING IN LATE '26-27 DURING A TIME
 9:58:59AM THAT WE WOULD LIKELY BE DOING THE SEPTIC TO SEWER ON THE FAR
 9:59:02AM WEST SIDE.
 9:59:03AM SO THAT WILL TEND TO SLOW THE CONSTRUCTION.
 9:59:11AM BUT TO BE CLEAR, THERE ARE NO TIME EXTENSIONS POSSIBLE ON
 9:59:15AM THIS PROJECT.
 9:59:17AM >>Jeff Hunt: LASTLY, AS PART OF THE PROJECT, WILL THERE BE I
 9:59:20AM GUESS A RESPONSIBILITY FOR COMMUNICATION TO THE RESIDENTS ON

 9:59:24AM THAT ROAD?
 9:59:25AM AS YOU SAID, ONE WAY IN, ONE WAY OUT --
 9:59:27AM >>Steven Sarkozy: YES, IT WILL BE VERY DIFFICULT TO DO THAT.
 9:59:29AM WE'LL HAVE TO COMMUNICATE DOWN TO THE INDIVIDUAL PROPERTY
 9:59:32AM OWNER AS WE'RE DOING THE SEPTIC TO SEWER IN FRONT OF
 9:59:34AM PEOPLE'S HOMES AND THEN HOW BEST TO GET OUT AND WHAT THE
 9:59:38AM DELAYS MIGHT BE.
 9:59:40AM >>Mayor Ribble: COUNCILMAN WARD.
 9:59:41AM >>Jim Ward: STEVE, WHAT ARE THE CONSEQUENCES IF WE DON'T
 9:59:44AM MEET THAT DEADLINE?
 9:59:45AM >>Steven Sarkozy: YOU LOSE THE GRANT.
 9:59:47AM >>Jim Ward: FULL GRANT.
 9:59:49AM >>Steven Sarkozy: WELL, WE'LL BE REIMBURSING AS WE GO,
 9:59:52AM PUTTING IN REQUESTS FOR REIMBURSEMENT AND THEN HOPEFULLY
 9:59:55AM GETTING PAYMENTS.
 9:59:56AM BUT WHATEVER WORK IS NOT DONE BY THE GRANT DEADLINE WE LOSE.
 10:00:02AM >>Jim Ward: THANK YOU.
 10:00:04AM >>Jon McLain: ARE THERE EXCEPTIONS TO THAT TIMELINE FOR
 10:00:07AM WEATHER RELATED?
 10:00:09AM >>Steven Sarkozy: NONE.
 10:00:11AM >>Jon McLain: THAT MAKES ABSOLUTELY NO SENSE.
 10:00:13AM IF WE HAD A HURRICANE, GUESS WHERE THE MAJORITY OF THE
 10:00:17AM DAMAGE IS GOING TO BE.
 10:00:18AM >>Steven Sarkozy: WE'RE DEALING WITH A DIFFERENT ENVIRONMENT
 10:00:21AM THAN WE HAD BEFORE.

 10:00:24AM I'M NOT MAKING PARTISAN POLITICAL COMMENTS.
 10:00:27AM IT'S JUST THAT, YOU KNOW, IN THE PAST, THERE WAS HEAVY
 10:00:32AM SPENDING, AND NOW THERE'S A MORE DELIBERATE APPROACH TO SOME
 10:00:36AM OF THESE PROJECTS WHICH, FRANKLY, IS WARRANTED.

10:00:43AM >>Jon McLain: I THINK DAVID HAS HIS WORK CUT OUT BECAUSE THE
 10:00:46AM 11/6/26 I AGREE.
 10:00:49AM A YEAR TO COMPLETE THIS SCOPE OF PROJECT IS GOING TO BE NEXT
 10:00:53AM TO DIFFICULT.
 10:00:55AM [LAUGHTER]
 10:00:55AM I'M BEING GENEROUS IN THAT.
 10:00:58AM DO WHAT YOU HAVE TO DO TO GET THIS ELEVATED, IF WE CAN.
 10:01:05AM >>Steven Sarkozy: JUST TO COMMENT, AS WE'VE TALKED TO THE
 10:01:10AM STAFF AND THE ENGINEER, ALSO THE CONTRACTOR EVENTUALLY,
 10:01:14AM ABOUT HOW TO GET THIS DONE, WE MAY COME BACK TO YOU WITH
 10:01:20AM SOME INNOVATIVE WAYS OF PULLING THIS OFF.
 10:01:24AM IN ORDER TO MAXIMIZE OUR RETURN ON THE GRANT.
 10:01:30AM >>Jon McLain: I FOR ONE WOULD BE OPEN FOR THAT.
 10:01:32AM >>Mayor Ribble: YES, BE VERY HOPEFUL.
 10:01:35AM ANY OTHER QUESTIONS?
 10:01:35AM IS THERE ANY PUBLIC COMMENT?
 10:01:38AM >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.
 10:01:41AM >>Mayor Ribble: WELL, THEN LET'S GET RIGHT TO THIS VOTE.
 10:01:43AM [LAUGHTER]
 10:01:44AM PLEASE CALL THE ROLL.
 10:01:48AM >>Carol Sacco: ARE WE TAKING A MOTION?

 10:01:49AM >>Mayor Ribble: YES, WE SHOULD HAVE A MOTION.
 10:01:51AM COUNCILWOMAN FAYHEE AND COUNCILMAN WARD.
 10:01:56AM NOW PLEASE CALL THE ROLL.
 10:01:59AM >>Jim Ward: AYE.
 10:02:00AM >>Rafael Lopez: AYE.
 10:02:02AM >>Lori Fayhee: AYE.
 10:02:04AM >>Jon McLain: AYE.
 10:02:05AM >>Jeff Hunt: AYE.
 10:02:07AM >>Vice-Mayor Zalucki: AYE.
 10:02:07AM >>Mayor Ribble: AYE.
 10:02:08AM ITEM 7E, SPORTS PARK STATUS UPDATE AND GUARANTEED MAXIMUM
 10:02:19AM PRICE ADDENDUM.
 10:02:20AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 10:02:22AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 10:02:24AM COUNCIL.
 10:02:24AM THIS IS AN IMPORTANT ELEMENT, AS MANY OF THE ITEMS ON OUR
 10:02:30AM AGENDA ARE SIMILAR.
 10:02:32AM THIS ITEM IS THE FIRST MAJOR CONTRACT THAT WE HAVE ON THE
 10:02:35AM SPORTS PARK PROJECT.
 10:02:39AM AND WE'RE ASKING TODAY APPROVAL OF ADDENDUM NUMBER 1 ON THE
 10:02:44AM GUARANTEED MAXIMUM PROJECT IN THE AMOUNT OF \$19,517,575.
 10:02:51AM IN THIS CASE, THE COUNCIL HAS PREVIOUSLY CONTRACTED AND
 10:02:58AM APPROVED THE CONTRACT WITH SUFFOLK CONSTRUCTION.
 10:03:02AM THEY HAVE GONE THROUGH THE DESIGN AND WORKED VERY CLOSELY
 10:03:07AM WITH US ON THE DIFFERENT ELEMENTS OF THE PROJECT.

10:03:11AM THE PROJECT HAS BEEN FULLY DESIGNED AND PHASE ONE WORK HAS
 10:03:16AM NOW BEEN ESTIMATED TO THE POINT OF THE GUARANTEED MAXIMUM
 10:03:19AM PRICE.
 10:03:20AM THE PROJECT HERE WE'LL DESCRIBE BRIEFLY FOR YOU, AND THEN
 10:03:27AM DESCRIBE NEXT STEPS.
 10:03:28AM WITH US TODAY IS TRENTON GASKINS FROM VIESTE CORPORATION.
 10:03:34AM THE VIESTE CORPORATION IS OUR VILLAGE REPRESENTATIVE ON THE
 10:03:39AM PROJECT.
 10:03:39AM I BELIEVE ALSO THAT WE HAVE MICHAEL COMPARATO ON THE WEBSITE
 10:03:46AM AS WELL.
 10:03:47AM HE'S NOT HERE PERSONALLY, BUT IS AVAILABLE TO THE COUNCIL IF
 10:03:50AM YOU HAVE ANY QUESTIONS.
 10:03:51AM SO WITH THAT, I WOULD LIKE TO HAVE TRENTON GO THROUGH THE
 10:03:55AM ENTIRE PROJECT PHASE ONE THAT WILL INITIATE THE PROJECT AND
 10:04:00AM THE TIMING FOR GETTING EVERYTHING DONE.
 10:04:02AM >> THANK YOU.
 10:04:03AM >>Mayor Ribble: WELCOME, TRENTON.
 10:04:05AM >> THANK YOU.
 10:04:05AM AGAIN, MY NAME IS TRENTON GASKINS, AND I WORK OVER AT
 10:04:09AM VIESTE, LLC.
 10:04:11AM THE PRESENTATION BEFORE YOU IS OVERVIEW OF GUARANTEED
 10:04:13AM MAXIMUM PRICE FOR THE IMPLEMENTATION OF THE FIRST PHASE OF
 10:04:17AM THE SPORTS PARK.
 10:04:19AM IT WILL BE BROKEN OUT INTO FOUR MAIN COMPONENTS.
 10:04:21AM THE FIRST BEING THE ASSETS BUILT.

 10:04:24AM I'LL WALK YOU THROUGH EXACTLY WHAT WILL BE BUILT AND WHERE.
 10:04:27AM THE SECOND WILL BE THE SCOPE OF SERVICE THAT THE CONTRACTOR
 10:04:29AM IS GOING TO BE PROVIDING.
 10:04:30AM THE THIRD IS THE PRICE OF THAT SCOPE OF SERVICE.
 10:04:33AM LASTLY WOULD BE THE SCHEDULE AND/OR DELIVERY DATE OF THE
 10:04:37AM PROJECT.
 10:04:37AM I'LL DRAW YOUR ATTENTION TO THE SITE PLAN THAT IS SHOWN ON
 10:04:40AM THE RIGHT-HAND SIDE OF THE SCREEN AND WITHIN YOUR PACKETS.
 10:04:43AM EVERYTHING SHOWN IN BLUE IS GOING TO BE THE BUILT FORM OR
 10:04:47AM WHAT IS ACTUALLY GOING TO BE CONSTRUCTED FOR PHASE ONE.
 10:04:49AM THAT CONSISTS OF THE ENTRY ROAD, MONUMENT SIGNAGE, ALL OF
 10:04:52AM THAT, AS WELL AS THE ROUNDABOUT THAT'S CONNECTED TO THAT
 10:04:55AM ENTRY ROAD.
 10:04:56AM TWO PARKING LOTS, ONE NORTH AND ONE SOUTH OF THE ROUNDABOUT
 10:04:59AM AS WELL AS WHAT WE'RE CALLING THE SPINE ROAD THAT GOES DOWN
 10:05:02AM TO WILLIAMS ROAD ON THE EASTERN PORTION OF THE ENTERTAINMENT
 10:05:05AM CAMPUS.
 10:05:05AM NOW, ON THE EASTERN SIDE OF THE PROJECT, THERE IS ADDITIONAL
 10:05:08AM SCOPE THAT IS REQUIRED IN REGARDS TO THE RETENTION POND
 10:05:11AM EXCAVATION AND SOUTH OF THAT, THERE'S GOING TO BE TWO
 10:05:14AM PRACTICE FIELDS THAT ARE GOING TO BE CONSTRUCTED FOR A
 10:05:17AM TEMPORARY BASIS BASED ON CONTRACTUAL OBLIGATION TO THE

10:05:20AM COUNTY TO HAVE THREE OPERATIONAL FIELDS AT ANY GIVEN TIME.
 10:05:23AM LASTLY, THERE'S ALSO GOING TO BE A PRIVACY FENCE THAT WILL
 10:05:26AM BE BUILT ON THE EASTERN PORTION OF THE LAKE TO HELP PROVIDE

 10:05:30AM PRIVACY TO THE RESIDENTS THAT ARE IN CLOSE PROXIMITY TO THE
 10:05:34AM SUPPORTS PARK.
 10:05:35AM MOVING ON TO THE SCOPE, THE CONTRACTOR WILL BE PROVIDING
 10:05:38AM PRECONSTRUCTION AND DESIGN WORK THAT IS ESSENTIALLY
 10:05:40AM COMPLETE.
 10:05:41AM THEY WILL BE DOING SITE PREP AND EARTH WORK.
 10:05:43AM THEY WILL BE PUTTING ALL THE INFRASTRUCTURE INTO THE GROUND,
 10:05:46AM SO THE WATER, SEWER, ELECTRIC, DRAINAGE NETWORKS AND ALSO
 10:05:50AM PROVIDING THE ROAD THOROUGHFARES, RIGHTS-OF-WAY AND HARD AND
 10:05:53AM SOFT SCAPES.
 10:05:55AM THE PRICE FOR THIS PROPOSAL CAME IN AT \$19.5 MILLION, WELL
 10:05:59AM UNDER BUDGET, WHICH IS GOOD.
 10:06:01AM WE HAD ABOUT A \$2.5 MILLION SAVINGS THAT WE CAN PUSH INTO
 10:06:04AM PHASE TWO, WHICH IS GREAT NEWS.
 10:06:06AM THE PROJECT WILL BE DELIVERED BY OCTOBER 14 OF 2026.
 10:06:10AM WHICH COINCIDES WITH BOTH THE ENTERTAINMENT CAMPUS AS WELL
 10:06:13AM AS THE HIGH 5 DELIVERY DATE.
 10:06:15AM SO THE GOAL IS TO HAVE ALL THREE PROJECTS -- THE
 10:06:17AM ENTERTAINMENT CAMPUS, HIGH 5, AND PHASE ONE -- FINISHED AT
 10:06:21AM THE SAME TIME BEFORE SEASON OF NEXT YEAR, 2026.
 10:06:24AM NEXT, I WANTED TO SHOW YOU -- SO YOU'LL BE APPROVING TODAY
 10:06:29AM THE 19.5 FOR THE GMP PROPOSAL.
 10:06:33AM THERE ARE ADDITIONAL COSTS, WHICH I CALL SOFT COSTS OR
 10:06:35AM PROFESSIONAL FEES, THAT I WANTED YOU TO BE AWARE OF SO YOU
 10:06:38AM KNOW THE TOTAL BUDGET OF EXACTLY HOW MUCH THIS PROJECT IS

 10:06:41AM GOING TO COST AT THE END.
 10:06:41AM THERE'S ARCHITECTURAL FOR ABOUT \$400,000.
 10:06:44AM ENGINEERING FOR THE SAME FOR ABOUT \$400,000, AND LEGAL,
 10:06:47AM WHICH IS KIND OF A CATCHALL FOR SURVEYS, EASEMENTS, PERMIT
 10:06:50AM FEES, THAT SORT OF THING, FOR AROUND \$300,000.
 10:06:53AM I'VE ALSO ADDED A 5% OWNERS CONTINGENCY, AND WE'LL CALL THAT
 10:06:56AM A VILLAGE OF ESTERO CONTINGENCY.
 10:06:57AM AND THAT IS FOR ALL THE WHAT-IFS AND UNKNOWNNS THAT COULD
 10:07:01AM HAPPEN BASED ON FINDING THINGS OUT THERE ON-SITE.
 10:07:05AM ADDITIONALLY TO THAT, THE GMP, WITHIN THE GMP HAS AN
 10:07:08AM ADDITIONAL 2% CONTINGENCY.
 10:07:10AM HOLISTICALLY, THE PROJECT HAS ABOUT A 7% CONTINGENCY, WHICH
 10:07:14AM IS MORE THAN ENOUGH FOR A HORIZONTAL PROJECT.
 10:07:17AM NEXT, I WANTED TO GO THROUGH THE SCHEDULE WITH YOU SO YOU
 10:07:25AM KNOW START DATES AND END DATES.
 10:07:28AM BASED ON APPROVAL OF GMP FROM COUNCIL, WE'LL NEED A FEW DAYS
 10:07:31AM TO SIGN THE CONTRACTS AND ISSUE A NOTICE TO PROCEED.
 10:07:34AM THEY WILL BE PROVIDED A 30 DAY MOBILIZATION PERIOD

10:07:37AM ESSENTIALLY TO TAKE THEIR TRAILERS AND PUT UP THEIR SITE
 10:07:40AM FENCES AND FENCES.
 10:07:43AM WE BELIEVE SITE CONSTRUCTION WILL BEGIN JANUARY 19 OF 2026.
 10:07:49AM THEY WILL HAVE 8.5 MONTH CONSTRUCTION AND COMPLETION OF
 10:07:53AM OCTOBER 14, 2026.
 10:07:55AM WITH THAT, WE WOULD RECOMMEND APPROVING THE GMP.
 10:08:02AM I'LL FIELD ANY QUESTIONS THAT YOU MAY HAVE ON ANYTHING I

 10:08:06AM HAVE NOT EXPLAINED WELL TODAY.
 10:08:09AM >>Mayor Ribble: COUNCILMAN McLAIN.
 10:08:11AM >>Jon McLain: PHASE ONE AND WE'RE PUTTING ROADWAYS IN ON THE
 10:08:16AM COMPLETION DATE, SUBSTANTIAL COMPLETION, WILL THE ROADS BE
 10:08:19AM TOTALLY COMPLETE OR ARE YOU GOING TO ALLOW A SUB-ROAD?
 10:08:24AM THEY USUALLY PUT A THREE-QUARTER LAYER ON TOP AFTER ALL
 10:08:28AM COMPLETION.
 10:08:29AM WE HAVE A LOT OF EARTH MOVING, PHASE TWO AND THREE.
 10:08:33AM I HATE TO RUIN A BRAND-NEW ROAD.
 10:08:36AM >> GREAT QUESTION.
 10:08:37AM I BELIEVE THE ANSWER IS NO.
 10:08:39AM BUT I DON'T WANT TO MISSPEAK.
 10:08:41AM >>Steven Sarkozy: WITH US TODAY IS NICO ZEPP, WHO IS THE
 10:08:44AM PROJECT MANAGER FOR SUFFOLK CONSTRUCTION.
 10:08:47AM NICO AND THE VIESTE STAFF AND OUR STAFF ARE IN CLOSE
 10:08:55AM CONTACT, RECENTLY AN HOURLY BASIS ALMOST.
 10:08:56AM [LAUGHTER]
 10:08:57AM >> NICO ZEPP, PROJECT EXECUTIVE WITH SUFFOLK CONSTRUCTION.
 10:09:01AM TO ANSWER YOUR QUESTION DIRECTLY, WE DO CURRENTLY HAVE THAT
 10:09:04AM TOP LIFT INCLUDED.
 10:09:06AM KNOWING THAT THERE IS A LOT OF PUBLIC FOOT TRAFFIC THAT WILL
 10:09:09AM BE IN THE AREA, WE FEEL THAT IT IS A SAFETY CONCERN TO HAVE
 10:09:13AM ANY SORT OF LIPPAGE.
 10:09:15AM OF COURSE, WE COULD RAMP THINGS DOWN, AND IF THAT IS THE
 10:09:18AM DIRECTION THE VILLAGE WOULD LIKE TO SEE HAPPEN, WE CAN MAKE

 10:09:21AM SOME ADJUSTMENTS TO ALL THAT AS WE GET GOING.
 10:09:27AM >>Jon McLain: HAVE YOU LOOKED AT THE OTHER PHASES AND THE
 10:09:29AM EARTH MOVEMENTS AND ALL THAT?
 10:09:31AM >> YES, SIR.
 10:09:31AM THERE ARE A LOT OF MOVING PARTS AND THERE CERTAINLY WOULD BE
 10:09:34AM A CHANCE FOR SOME DAMAGE TO THAT TOP LIFT OF ASPHALT.
 10:09:39AM BUT WE DO CURRENTLY HAVE THAT INCLUDED IN THE GMP.
 10:09:43AM >>Steven Sarkozy: COUNCIL MEMBERS, WHEN WE ARE MOVING DIRT,
 10:09:46AM WE'RE MOVING MOST OF THE DIRT UNDER PHASE ONE HERE OUT OF
 10:09:52AM THE STORMWATER POND THAT'S ON THE NORTHEAST SIDE OF THE
 10:09:55AM PROJECT.
 10:09:56AM AND WE NEED TO DO THAT TO USE THE DIRT FROM STORMWATER POND
 10:10:00AM TO LEVEL OFF THE OTHER CONSTRUCTION AREAS.
 10:10:03AM IN THE FUTURE, FOR PHASES TWO AND BEYOND, WE'LL PROBABLY

10:10:11AM HAVE OTHER ACCESS POINTS TO THOSE CONSTRUCTION SITES THAT
 10:10:15AM WILL BE DIFFERENT THAN THE PUBLIC RIGHT-OF-WAYS THAT WE'VE
 10:10:19AM GOT HERE.
 10:10:19AM WE'RE THINKING THERE WILL BE VERY LITTLE IMPACT OF
 10:10:24AM CONSTRUCTION TRAFFIC ON THE FINISHED PRODUCT HERE.
 10:10:29AM THE HOPE -- WELL, THE PLAN OUTRIGHT IS TO HAVE THIS PROJECT
 10:10:33AM DONE ON OCTOBER 14 AND HAVE THE HIGH 5 PROJECT DONE ALMOST
 10:10:40AM THE SAME DATE.
 10:10:41AM SO WE'LL HAVE A LOT OF PUBLIC ACTIVITY.
 10:10:47AM AND TO THE POINT, THERE WILL BE A LOT OF EXPECTATION BY THE
 10:10:55AM PUBLIC THAT THIS BE A FINISHED PRODUCT.

 10:10:57AM AND WE AGREE ABOUT THAT.
 10:11:01AM >> ONE THING I SHOULD CLARIFY TO MR. SARKOZY'S POINT, WE
 10:11:04AM HAVE LOOKED AT LOGISTICS OVERALL.
 10:11:06AM PHASES ARE SOMEWHAT EBBING AND FLOWING, BUT WE DO HAVE
 10:11:09AM DIFFERENT ACCESS POINTS.
 10:11:10AM ALTHOUGH THERE WOULD BE SOME ACCESS REQUIRED POTENTIALLY OFF
 10:11:13AM EITHER VIA COCONUT AND/OR WILLIAMS AT ANY GIVEN TIME.
 10:11:16AM THE OBJECT WOULD BE TO REALLY LIMIT THAT TO AS SMALL AN AREA
 10:11:22AM AS POSSIBLE TO, ONE, STAY OUT OF THE PUBLIC RIGHT-OF-WAY AND
 10:11:27AM PREVENT ANY FURTHER DAMAGE TO FINISHED PRODUCT.
 10:11:33AM >>Mayor Ribble: THANK YOU, NICO.
 10:11:34AM ANY OTHER QUESTIONS?
 10:11:35AM COUNCILMAN WARD.
 10:11:36AM >>Jim Ward: STEVE, JUST REFRESH MY MEMORY HERE FOR A MOMENT.
 10:11:39AM THE TOTAL PROJECT COST IS 21.6.
 10:11:42AM WE'RE APPROVING NINETEEN FIVE, DELTA 2.1.
 10:11:46AM HAS THAT PREVIOUSLY BEEN APPROVED BY THE COUNCIL?
 10:11:50AM >>Steven Sarkozy: THAT HAS BEEN DISCUSSED BY COUNCIL AS PART
 10:11:52AM OF YOUR CAPITAL IMPROVEMENT PROGRAM.
 10:11:55AM THE \$24 MILLION THAT WAS REFERRED TO BY TRENTON AS THE
 10:12:01AM TARGET HERE OR THE BUDGET IS INCLUDED IN THE CAPITAL
 10:12:06AM IMPROVEMENT PROGRAM IN THAT AMOUNT.
 10:12:07AM SO THIS COMES WITHIN THAT TOTAL.
 10:12:12AM >>Jim Ward: THANK YOU.
 10:12:12AM >>Mayor Ribble: ANYTHING ELSE?

 10:12:13AM THANK YOU, GENTLEMEN.
 10:12:17AM IS THERE ANY PUBLIC COMMENT?
 10:12:19AM >>Carol Sacco: NO PUBLIC COMMENT AND NO E-COMMENTS.
 10:12:21AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION TO ACCEPT?
 10:12:26AM VICE-MAYOR ZALUCKI AND SECONDED BY COUNCILMAN LOPEZ.
 10:12:31AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:12:36AM >>Jeff Hunt: AYE.
 10:12:38AM >>Jon McLain: AYE.
 10:12:39AM >>Lori Fayhee: AYE.
 10:12:40AM >>Rafael Lopez: AYE.

10:12:42AM >>Jim Ward: AYE.
 10:12:43AM >>Vice-Mayor Zalucki: AYE.
 10:12:45AM >>Mayor Ribble: AYE.
 10:12:45AM OUR NEXT ITEM IS 8A, FIRST READING, SOME PUBLIC HEARINGS.
 10:12:54AM FIRST READING OF ZONING ORDINANCE NUMBER 2025-15, 4741
 10:13:02AM BROADWAY AVENUE WEST REZONING.
 10:13:04AM MADAM CLERK, WILL YOU PLEASE READ THE TITLE OF THIS
 10:13:11AM ORDINANCE?
 10:13:12AM >>Carol Sacco: ORDINANCE 2025-15, AN ORDINANCE OF THE
 10:13:15AM VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING
 10:13:16AM WITH CONDITIONS A REZONING FROM AGRICULTURE TO RESIDENTIAL
 10:13:21AM SINGLE-FAMILY FOR A 0.34-ACRE TRIANGULAR PARCEL LOCATED AT
 10:13:27AM 4741 BROADWAY WEST, EAST OF ESTERO RIVER HEIGHTS AND THE
 10:13:31AM EXISTING 100-FOOT FPL RIGHT-OF-WAY AND WEST OF CRANBROOK
 10:13:35AM HARBOR; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN

 10:13:38AM EFFECTIVE DATE.
 10:13:38AM >>Mayor Ribble: THANK YOU.
 10:13:39AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 10:13:41AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR, AND MEMBERS OF
 10:13:43AM COUNCIL.
 10:13:45AM THIS, AS MENTIONED, FIRST READING OF A REZONING ON A SMALL
 10:13:48AM RESIDENTIAL LOT AT 4741 BROADWAY AVENUE WEST.
 10:13:53AM THE REZONING IS FROM AGRICULTURAL TO RESIDENTIAL
 10:13:58AM SINGLE-FAMILY.
 10:14:00AM TO DESCRIBE THE PROJECT, I WOULD LIKE MARY GIBBS TO COME
 10:14:04AM FORWARD, OUR DIRECTOR OF COMMUNITY DEVELOPMENT, TO DESCRIBE
 10:14:07AM THE LOCATION AND THE REASON FOR THE REZONING.
 10:14:11AM >>Mary Gibbs: GOOD MORNING, EVERYONE.
 10:14:13AM SO THIS IS A PROPOSED REZONING FOR SINGLE-FAMILY USE.
 10:14:17AM THIS PROPERTY IS A WEIRD TRIANGULAR SHAPED LITTLE LEFTOVER
 10:14:23AM PIECE RIGHT ADJACENT TO THE FPL EASEMENT WHICH IS BETWEEN
 10:14:27AM ESTERO RIVER HEIGHTS AND CRANBROOK HARBOR ON THE SOUTH SIDE
 10:14:32AM OF THE ROAD.
 10:14:32AM IT'S BEEN PROBLEMATIC BECAUSE IT IS ZONED AGRICULTURE RIGHT
 10:14:36AM NOW BUT DOESN'T MEET THE REQUIREMENTS.
 10:14:37AM FOR AGRICULTURE, YOU NEED TO HAVE AN ACRE TO BUILD A HOUSE.
 10:14:40AM IT WAS RECENTLY BOUGHT ABOUT A YEAR AGO BY THE COOPERS.
 10:14:44AM THEY WANT TO CONSTRUCT A SINGLE-FAMILY HOUSE ON IT.
 10:14:47AM IT MEETS ALL THE REQUIREMENTS FOR SINGLE-FAMILY, BUT YOU'VE
 10:14:49AM GOT TO REZONE IT.

 10:14:50AM THAT'S WHAT THIS IS, A REZONING IN PROCESS RIGHT NOW.
 10:14:56AM WHEN WE TOOK IT TO PLANNING, ZONING AND DESIGN BOARD, THERE
 10:15:00AM IS THIS DRAINAGE DITCH WHICH IS ON THE WEST SIDE OF THE
 10:15:03AM PROPERTY.
 10:15:03AM WE DON'T HAVE AN EASEMENT FOR THE DRAINAGE DITCH, SO
 10:15:07AM PLANNING AND ZONING LOOKED AT IT AND THERE WAS A LOT OF

10:15:10AM DISCUSSION, AND THEY RECOMMENDED THAT WE HAVE A DRAINAGE
 10:15:12AM EASEMENT ON THE WEST SIDE SO WE CAN KEEP UP WITH THE
 10:15:15AM MAINTENANCE BECAUSE THE DRAINAGE EASEMENT GOES ACTUALLY FROM
 10:15:18AM I THINK THE FPL TRANSMISSION LINE ON THE NORTH SIDE OF THE
 10:15:21AM ROAD ALL THE WAY DOWN TO PELICAN SOUND.
 10:15:23AM WE TALKED TO THE COOPERS, AND THEY WILL HAVE EXECUTED A
 10:15:28AM DRAINAGE EASEMENT.
 10:15:29AM AND THAT IS THE CONDITION OF APPROVAL THAT STAFF IS
 10:15:31AM RECOMMENDING WHEN IT COMES BACK TO SECOND READING, WHICH
 10:15:35AM WOULD BE JANUARY 21st.
 10:15:36AM DO YOU HAVE ANY QUESTIONS THAT YOU WOULD LIKE TO HAVE
 10:15:42AM ADDRESSED AT THE SECOND READING, WHICH IS THE PUBLIC
 10:15:43AM HEARING, JUST LET ME KNOW.
 10:15:47AM >>Mayor Ribble: ANY QUESTIONS FOR MARY FOR THE SECOND
 10:15:50AM READING?
 10:15:50AM SEEING NONE, ARE THERE ANY E-COMMENTS?
 10:15:56AM >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.
 10:15:58AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION TO ADOPT
 10:16:01AM ORDINANCE 2025-15 AND SETTING THE SECOND READING FOR JANUARY

 10:16:05AM 21st, 2026.
 10:16:08AM COUNCILMAN HUNT -- WARD, EXCUSE ME, AND SECONDED BY
 10:16:12AM COUNCILMAN HUNT.
 10:16:12AM WOULD YOU PLEASE CALL THE ROLL?
 10:16:15AM >>Jim Ward: AYE.
 10:16:17AM >>Rafael Lopez: AYE.
 10:16:19AM >>Lori Fayhee: AYE.
 10:16:21AM >>Jon McLain: AYE.
 10:16:22AM >>Jeff Hunt: AYE.
 10:16:23AM >>Vice-Mayor Zalucki: AYE.
 10:16:24AM >>Mayor Ribble: AYE.
 10:16:25AM ITEM 8B, FIRST READING OF ORDINANCE 2025-17, AMENDING LAND
 10:16:34AM DEVELOPMENT CODE.
 10:16:34AM MADAM CLERK, PLEASE READ THE TITLE OF THE ORDINANCE.
 10:16:39AM >>Carol Sacco: ORDINANCE 2025-17, AN ORDINANCE OF THE
 10:16:43AM VILLAGE OF ESTERO, FLORIDA, CREATING SECTION 5-414 REGARDING
 10:16:47AM PERIMETER LANDSCAPE BUFFERS AND AMENDING SECTION 2-502
 10:16:52AM REGARDING SITE DEVELOPMENT OBLIGATIONS OF THE VILLAGE LAND
 10:16:55AM DEVELOPMENT CODE, MAKING RELATED FINDINGS, PROVIDING FOR
 10:16:58AM SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.
 10:17:02AM >>Mayor Ribble: THANK YOU.
 10:17:02AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 10:17:04AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 10:17:06AM COUNCIL.
 10:17:07AM THIS PROPOSED ORDINANCE DEALS WITH LARGE PROJECTS THAT HAVE

 10:17:12AM NOT PROCEEDED AS WE ANTICIPATED.
 10:17:16AM THE SUGGESTED LANGUAGE HERE IS SOMETHING THAT WE THINK WILL

10:17:20AM ADDRESS THIS SITUATION.
 10:17:22AM I WOULD LIKE TO TURN IT OVER TO OUR VILLAGE ATTORNEY, ROB
 10:17:25AM ESCHENFELDER, TO DESCRIBE THE ISSUE AND THEN HOW THIS
 10:17:30AM ORDINANCE WILL ADDRESS THE PROBLEMS.
 10:17:33AM >>Robert Eschenfelder: THANK YOU, MANAGER.
 10:17:34AM MAYOR AND COUNCIL, AS YOU ALL KNOW, THERE IS A LOT OF
 10:17:39AM DEVELOPMENT INTEREST IN ESTERO, BUT THERE CAN BE INSTANCES,
 10:17:43AM ONE OF WHICH AT LEAST WAS BROUGHT TO US RECENTLY BY COUNCIL
 10:17:46AM MEMBER WHERE A PROJECT IS APPROVED BY YOU ALL AND THEN THE
 10:17:52AM LAND IS CLEARED AND THEN IT SITS THERE AND IT BECOMES A WEED
 10:17:55AM FARM AND PEOPLE HAVE TO DRIVE BY IT, LIVE NEXT TO IT AND
 10:17:59AM IT'S NOT SOMETHING THAT ESTERO WANTS TO SEE AND HAVE HAPPEN.
 10:18:04AM FORCING DEVELOPERS TO MOVE ALONG, THERE'S ONLY SO MUCH YOU
 10:18:10AM CAN DO WITH THAT, BUT WHAT I DRAFTED TO ADDRESS THE ISSUE IN
 10:18:15AM TERMS OF COMPLAINTS THAT RESIDENTS AND NEIGHBORING OWNERS
 10:18:18AM WOULD HAVE IS TO SAY, LOOK, IF YOU'RE NOT MOVING FORWARD
 10:18:22AM STEADILY WITH CONSTRUCTION, YOU NEED TO BUILD OUT YOUR
 10:18:28AM LANDSCAPE PERIMETER.
 10:18:29AM A LOT OF TIMES THE DEVELOPER WILL SAY, WELL, IF I DO THAT,
 10:18:34AM THEN I GO TO CONSTRUCTION, I'M GOING TO BE TEARING IT OUT
 10:18:39AM ANYWAY.
 10:18:39AM BUT OUR ANSWER TO THAT IS THEN COME FORWARD TO DEVELOP WHEN
 10:18:45AM YOU ARE ACTUALLY READY TO DEVELOP.

 10:18:46AM IF YOU ARE GOING TO GET APPROVAL AND YOU'RE GOING TO CLEAR
 10:18:48AM THE LAND, BECAUSE YOU ALWAYS HAVE THE OPTION TO NOT CLEAR
 10:18:51AM THE LAND UNTIL YOU ARE READY.
 10:18:53AM BUT IF YOU ARE GOING TO CLEAR THE LAND, YOU OWE IT TO THE
 10:18:58AM VILLAGE TO MOVE FORWARD IN A PROMPT PACE, WHICH I'M
 10:19:01AM PROPOSING SIX MONTHS.
 10:19:02AM AND IF YOU ARE NOT ACTIVE IN A SIX-MONTH PERIOD OF TIME,
 10:19:06AM THEN THE VILLAGE IS GOING TO COME IN AND SAY YOU NEED TO
 10:19:08AM BUILD OUT YOUR LANDSCAPE PERIMETER, IRRIGATE IT, SO THAT AT
 10:19:12AM LEAST IT IS SHIELDED VISUALLY FROM THE REST OF THE PEOPLE
 10:19:16AM WHO HAVE TO LOOK AT IT UNTIL YOU ARE READY TO MOVE FORWARD
 10:19:19AM WITH YOUR DEVELOPMENT.
 10:19:20AM I UNDERSTAND THAT MAYBE DEVELOPERS MIGHT FUSS A BIT ABOUT
 10:19:26AM IT, BUT WE HAVE A LEGITIMATE POLICE POWER REASON FOR
 10:19:29AM REQUIRING THIS AS PART OF OUR COMMUNITY LOOK AND FEEL AND
 10:19:33AM HOW WE WANT TO OPERATE.
 10:19:35AM THAT'S WHAT THE PURPOSE OF IT IS FOR YOU TODAY.
 10:19:40AM >>Mayor Ribble: ANY QUESTIONS?
 10:19:42AM >>Jeff Hunt: IF THIS ORDINANCE WERE TO BE ACCEPTED, IS IT
 10:19:47AM RETROACTIVE TO EXISTING PROJECTS OR GO FORWARD?
 10:19:53AM >>Robert Eschenfelder: YOU ALL ARE AWARE OF WHAT
 10:19:56AM COLLOQUIALLY CAME TO BE CALLED SENATE BILL 180 AND ONE OF
 10:20:00AM THE PROVISIONS OF SENATE BILL 180 SAID THAT YOU'RE NOT
 10:20:04AM ALLOWED TO ADOPT ANYTHING THAT IS MORE RESTRICTIVE IN YOUR

10:20:07AM LAND DEVELOPMENT CODE UNTIL OCTOBER OF 2027.

10:20:12AM HOW I'VE WRITTEN THE EFFECTIVE DATE FOR CERTAIN OF THE
 10:20:17AM PROVISIONS IN SECTION 4 OF THE ORDINANCE IS TO SAY EFFECTIVE
 10:20:20AM DATE OF ENFORCEMENT PURSUANT TO SECTION 28 OF FLORIDA
 10:20:24AM CHAPTER LAW 2025-190, THE AMENDMENTS TO AND THEN I CITE
 10:20:30AM THREE DIFFERENT SUBSECTIONS CREATED BY THIS ORDINANCE SHALL
 10:20:33AM NOT BE ENFORCED PRIOR TO OCTOBER 1, 2027.
 10:20:36AM SO THAT'S IN THERE.
 10:20:38AM BUT I WOULD LIKE AND IT IS MY RECOMMENDATION TO GET THE
 10:20:43AM ORDINANCE ON THE BOOKS.
 10:20:44AM THERE ARE OTHER CHANGES THAT CAN BE EFFECTIVE NOW, BUT I
 10:20:47AM WOULD LIKE TO GET IT ON THE BOOKS BECAUSE ONCE IT'S ON THE
 10:20:52AM BOOKS, STAFF HAS A BETTER OPPORTUNITY TO AT LEAST SHOW A
 10:20:58AM DEVELOPER WHAT OUR DESIRE IS.
 10:21:01AM SO IF IT EVER CAME DOWN TO LAWSUIT SITUATION, WE MIGHT NOT
 10:21:06AM BE ABLE TO PREVAIL, BUT I THINK ADOPTING IT NOW, EVEN THOUGH
 10:21:10AM WE UNDERSTAND THE LIMITATION OF 2027 IS THE WAY TO GO.
 10:21:15AM AT LEAST IT SHOWS THE RESIDENTS AND FOLKS THAT HAVE
 10:21:18AM COMPLAINED TO SOME OF YOU ALL ABOUT THESE PROPERTIES THAT
 10:21:20AM WE'RE DOING THE ABSOLUTE MOST WE CAN.
 10:21:24AM >>Jeff Hunt: THANK YOU.
 10:21:26AM >>Mayor Ribble: ANY OTHER QUESTIONS?
 10:21:28AM MR. WARD.
 10:21:29AM >>Jim Ward: DO WE HAVE ANY DISCUSSION ABOUT WHAT TYPE OF
 10:21:32AM LANDSCAPING AND HOW LIMITED IT NEEDS TO BE OR HOW EXTENSIVE
 10:21:37AM IT NEEDS TO BE?

10:21:39AM >>Robert Eschenfelder: SO THERE ARE TWO ANSWERS THERE.
 10:21:41AM ONE IS THAT OUR LAND DEVELOPMENT CODE HAS A BASELINE OF
 10:21:45AM WHAT'S REQUIRED.
 10:21:46AM IT IS A PERIMETER LANDSCAPE RULES AND HAS SO MANY TREES PER
 10:21:51AM AND SO FORTH AND HAS APPROVED.
 10:21:52AM BUT THEN ALSO WHEN A DEVELOPER COMES FORWARD, AS IN THE CASE
 10:21:57AM OF THE COMPLAINT FOR THE PROPERTY IN QUESTION THAT CAME
 10:22:01AM FORWARD, THEY HAVE THEIR OWN PERIMETER LANDSCAPE PLAN IN
 10:22:04AM THEIR DEVELOPMENT ORDER.
 10:22:05AM SO WHAT WE WOULD SAY IS THAT'S THE ONE YOU WANTED, BUILD
 10:22:08AM THAT OUT.
 10:22:09AM SO IT COULD -- THE BASELINE IS OUR CODE, BUT WHAT GOT
 10:22:13AM APPROVED IN THE DEVELOPMENT ORDER COULD BE EVEN BETTER AND
 10:22:17AM THAT'S THE ONE WE WOULD MAKE THEM BUILD.
 10:22:21AM >>Jim Ward: THANK YOU.
 10:22:21AM >>Mayor Ribble: ANY OTHER QUESTIONS?
 10:22:23AM IN THAT CASE, MAY I HAVE A MOTION?
 10:22:27AM I'M SORRY.
 10:22:28AM ANY E-COMMENTS?
 10:22:29AM >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENT.

10:22:32AM >> I HAVE A PUBLIC COMMENT.
 10:22:34AM >>Carol Sacco: YOU HAVE TO FILL OUT A CARD, PLEASE.
 10:22:36AM CLARK MacKENZIE.
 10:23:04AM >>Mayor Ribble: WELCOME, CLARK.
 10:23:05AM >> I LIVE HERE IN ESTERO.

 10:23:07AM I WAS CURIOUS TO KNOW, YOU GUYS ARE WORRIED ABOUT NEIGHBORS
 10:23:12AM AND YOU KNOW THE SIGHT THEY SEE FROM THE CONSTRUCTION AND
 10:23:16AM STUFF.
 10:23:17AM I WAS WANTING TO KNOW WHAT YOU GUYS DID TO THE PEOPLE THERE
 10:23:20AM THAT GOT FLOODED FROM THE BIG PROJECT UP THERE, I FORGET
 10:23:26AM WHAT PROJECT IS THE NAME OF THAT.
 10:23:29AM >>Mayor Ribble: ON BROADWAY.
 10:23:34AM >>Jon McLain: ON BROADWAY.
 10:23:35AM >> YEAH, YEAH.
 10:23:36AM I THINK A LOT OF THE NEIGHBORS GOT REALLY HURT BY THE
 10:23:41AM FLOODING OF THAT CONSTRUCTION SITE.
 10:23:44AM DID THEY EVER TALK TO YOU ABOUT THAT?
 10:23:46AM >>Robert Eschenfelder: ARE WE TALKING ABOUT THE BREACH?
 10:23:49AM >> YES.
 10:23:49AM >>Robert Eschenfelder: FOR RESIDENTS THAT MAY BE WATCHING
 10:23:51AM AND BECAUSE YOU ASKED THE QUESTION, THEY ARE UNDER FINE WITH
 10:23:57AM THE FLORIDA, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, THE
 10:24:00AM WATER MANAGEMENT DISTRICT HAS ALSO NOTICED THEM THAT THEY
 10:24:03AM ARE GOING TO BE FINING THEM.
 10:24:04AM THEY ARE COMING FORWARD FOR OUR JANUARY OR FEBRUARY CODE
 10:24:08AM ENFORCEMENT MAGISTRATE WHERE WE WILL BE ASKING TO FINE THEM
 10:24:11AM THE MAXIMUM AMOUNT AS WELL.
 10:24:13AM AND, OF COURSE, THE DEVELOPMENT DIRECTOR GIBBS ISSUED THEM A
 10:24:17AM STOP WORK ORDER UNTIL THEY PUT FORTH A PLAN OF HOW THAT
 10:24:21AM WOULD BE REPAIRED AND NEVER HAPPEN AGAIN.

 10:24:24AM SO THE VILLAGE I THINK VIGOROUSLY UTILIZED AS MUCH AS WE --
 10:24:30AM POWER AS WE HAVE AT THE LOCAL LEVEL TO COME DOWN HARD ON
 10:24:33AM THESE FOLKS AND FINE THEM AND MAKE SURE THEY NEVER CAN
 10:24:38AM AGAIN.
 10:24:39AM AS TO THE INDIVIDUAL PROPERTY OWNERS WHO WERE DAMAGED, EACH
 10:24:42AM OF THESE COMPANIES, OF COURSE, HAVE THEIR OWN INSURANCE.
 10:24:45AM IT'S MY UNDERSTANDING THAT THE OWNERS HAVE BEEN MAKING
 10:24:48AM INSURANCE CLAIMS DIRECTLY AGAINST THEM AND HAVE BEEN GETTING
 10:24:52AM PAID OUT THAT WAY.
 10:24:54AM >> I THINK YOU NEED TO CANVASS SOME OF THE OWNERS THERE
 10:24:58AM BECAUSE THEY FEEL LIKE THEY DON'T GET ANY RESPONSE FROM THE
 10:25:02AM CITY ABOUT THEIR DAMAGE.
 10:25:04AM AND I WAS TALKING TO SOME OF THEM, HE SAID HE GOT A LOT OF
 10:25:10AM DAMAGE BUT HE'S INTIMIDATED BY THE COUNCIL HERE AND NOT ABLE
 10:25:15AM TO COME FORWARD TO TELL THEM THE DAMAGE.
 10:25:21AM DO YOU HAVE AN OUTREACH PERSON TO GO TALK TO THESE PEOPLE?

10:25:24AM BECAUSE I THINK A LOT OF PEOPLE SPEND A LOT OF MONEY.
 10:25:28AM >>Robert Eschenfelder: I THINK ANY RESIDENT WHO HAS A
 10:25:30AM CONCERN ABOUT THAT, DIRECTOR GIBBS HAS BEEN OUR POINT
 10:25:32AM PERSON, AS THE PERSON WHO ISSUED THE ENFORCEMENT LETTER.
 10:25:35AM YOU KNOW HER WELL.
 10:25:37AM SHE IS VERY PLEASANT TO TALK TO.
 10:25:39AM ANY RESIDENT CAN COME TALK TO HER.
 10:25:41AM SHE HAS A DIRECT CONDUIT TO THE FOLKS IN CHARGE OF THIS.
 10:25:46AM IF THEY ARE NOT WORKING WITH THAT PERSON THROUGH THE

 10:25:48AM INSURANCE COMPANY, SHE'LL ENCOURAGE THEM.
 10:25:52AM >> I WILL LET MY NEIGHBORS KNOW.
 10:25:53AM >>Robert Eschenfelder: THEY DON'T NEED TO COME HERE.
 10:25:55AM TALK TO DIRECTOR GIBBS.
 10:25:56AM >> THANK YOU SO MUCH.
 10:25:57AM >>Mayor Ribble: THANK YOU, CLARK.
 10:25:59AM >>Carol Sacco: THAT'S IT, MAYOR.
 10:26:00AM >>Mayor Ribble: THANK YOU.
 10:26:01AM IF THERE'S NO MORE DISCUSSION, MAY I HAVE A MOTION TO ADOPT
 10:26:05AM ORDINANCE 2025-17 AND SET THE SECOND READING FOR JANUARY
 10:26:10AM 21st, 2026?
 10:26:12AM COUNCILMAN LOPEZ AND A SECOND, VICE-MAYOR.
 10:26:19AM THANK YOU.
 10:26:20AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:26:22AM >>Jeff Hunt: AYE.
 10:26:24AM >>Jon McLain: AYE.
 10:26:24AM >>Lori Fayhee: AYE.
 10:26:26AM >>Rafael Lopez: AYE.
 10:26:28AM >>Jim Ward: AYE.
 10:26:29AM >>Vice-Mayor Zalucki: AYE.
 10:26:30AM >>Mayor Ribble: AYE.
 10:26:31AM THE NEXT ITEM, 9A, SECOND READING OF ORDINANCE NUMBER
 10:26:40AM 2025-16 CREATING SECTION 26-1 AND AMENDING SECTION 26-19 OF
 10:26:50AM THE VILLAGE CODE RELATING TO SPECIAL ASSESSMENTS.
 10:26:53AM MADAM CLERK, WILL YOU PLEASE READ THE ORDINANCE?

 10:26:57AM >>Carol Sacco: FOR THE RECORD, THE ORDINANCE HAS BEEN
 10:26:59AM PROPERLY ADVERTISED.
 10:27:00AM ORDINANCE 2025-16, AN ORDINANCE OF THE VILLAGE OF ESTERO,
 10:27:05AM FLORIDA, CREATING SECTION 26-1 AND AMENDING SECTION 26-19 OF
 10:27:09AM THE VILLAGE CODE RELATED TO SPECIAL ASSESSMENTS, MAKING
 10:27:13AM RELATED FINDINGS, PROVIDING FOR SEVERABILITY, CODIFICATION
 10:27:16AM AND AN EFFECTIVE DATE.
 10:27:18AM >>Mayor Ribble: THANK YOU.
 10:27:19AM STEVE, WOULD YOU INTRODUCE THIS, PLEASE?
 10:27:20AM >>Steven Sarkozy: THANK YOU, MADAM MAYOR AND MEMBERS OF
 10:27:22AM COUNCIL.
 10:27:23AM AS WE'RE ENTERING THE PROCESS OF UPDATING OUR UTILITIES AND

10:27:28AM THE EXTENSION OF THE UTILITY EXTENSION PROGRAM, THERE IS A
 10:27:33AM NEED FOR US TO ESTABLISH RULES AND PROCEDURES FOR THE
 10:27:36AM SPECIAL ASSESSMENT PROGRAM.
 10:27:39AM WE DON'T HAVE THAT ON THE BOOKS.
 10:27:42AM WHAT IS PROPOSED HERE IS TO DO THAT SUFFICIENTLY TO CHARGE
 10:27:51AM SPECIAL ASSESSMENTS.
 10:27:52AM I WOULD LIKE TO TURN THIS OVER TO ROB ESCHENFELDER, OUR
 10:27:55AM VILLAGE ATTORNEY, TO DESCRIBE THE SPECIFIC CODE
 10:27:58AM MODIFICATIONS PROPOSED.
 10:27:59AM >>Robert Eschenfelder: MAYOR AND COUNCIL, WE TALKED ABOUT
 10:28:02AM THIS IN FIRST READING.
 10:28:03AM THERE IS EXISTING CODE LANGUAGE FOR SPECIAL ASSESSMENTS, BUT
 10:28:09AM THE ONE THING IS THAT IT CALLED OUT THE EQUALIZING BOARD AS

 10:28:12AM BEING YOUR PLANNING BOARD, WHICH IS NOT.
 10:28:14AM SO THAT'S CHANGING TO YOU ALL.
 10:28:17AM BUT THEN -- EQUALIZING BOARD, IF SOMEONE FEELS THEIR
 10:28:21AM ASSESSMENT IS MATHEMATICALLY WRONG OR WHATEVER, THEY HAVE AN
 10:28:25AM OPPORTUNITY TO COME TO YOU ALL AND MAKE THEIR CASE.
 10:28:29AM THEN IT CREATES A NEW SECTION TWO DASH -- 26-1, SCOPE OF THE
 10:28:34AM CHAPTER JUST TO CONFIRM WE CAN CHOOSE TO USE THE VILLAGE
 10:28:37AM CODE ON THE BOOKS THAT YOU ALL ADOPTED SOME YEARS AGO OR WE
 10:28:39AM COULD JUST CHOOSE TO USE A STATUTORY PROCESS THAT'S ON THE
 10:28:43AM BOOKS, WHATEVER IS BEST FOR US AT THE GIVEN TIME.
 10:28:46AM THAT'S IT.
 10:28:47AM >>Mayor Ribble: ANY QUESTIONS, COUNCIL?
 10:28:48AM ARE THERE ANY COMMENTS?
 10:28:52AM >>Carol Sacco: NO E-COMMENTS AND NO PUBLIC COMMENTS.
 10:28:55AM >>Mayor Ribble: IN THAT CASE, MAY I HAVE A MOTION TO APPROVE
 10:28:57AM ORDINANCE 2025-16?
 10:28:59AM VICE-MAYOR AND A SECOND COUNCILMAN HUNT.
 10:29:06AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:29:09AM >>Jeff Hunt: AYE.
 10:29:10AM >>Jon McLain: AYE.
 10:29:12AM >>Lori Fayhee: AYE.
 10:29:13AM >>Rafael Lopez: AYE.
 10:29:14AM >>Jim Ward: AYE.
 10:29:16AM >>Vice-Mayor Zalucki: AYE.
 10:29:17AM >>Mayor Ribble: AYE.

 10:29:18AM OUR NEXT ITEM IS THE ADDED ITEM, DISCUSSION OF THE JANUARY 7
 10:29:25AM MEETING.
 10:29:25AM IF YOU LOOK AT OUR TENTATIVE SCHEDULE, YOU WILL SEE THAT
 10:29:33AM THERE IS VERY LITTLE ON OUR JANUARY 7 MEETING.
 10:29:36AM AFTER SPEAKING TO THE MANAGER, NOTHING THERE ON THAT AGENDA
 10:29:41AM IS URGENT THAT CAN'T BE MOVED TO JANUARY 21st.
 10:29:46AM NOW, WE COULD COME IN ON THE 7th AND HAVE A 20-MINUTE
 10:29:49AM MEETING IF YOU WANT TO GATHER EVERYBODY IN AND DO THAT, OR

10:29:52AM WE CAN SIMPLY CANCEL THE JANUARY 7 MEETING AND MOVE THOSE
 10:29:57AM ITEMS TO THE JANUARY 21st MEETING.
 10:29:59AM IS THERE ANY DISCUSSION ON WHETHER YOU'D LIKE TO SEE THAT
 10:30:04AM DONE?
 10:30:04AM VICE-MAYOR.
 10:30:06AM >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
 10:30:07AM I THINK IT'S A GREAT SUGGESTION.
 10:30:09AM LOOKING AT THE AGENDAS THAT ARE COMING FORWARD, I THINK IT
 10:30:12AM MAKES GOOD SENSE TO CONSOLIDATE AND GO AHEAD AND PUSH
 10:30:15AM EVERYTHING FROM THE 7th TO I BELIEVE THE 17th --
 10:30:19AM >>Mayor Ribble: THE 21st.
 10:30:20AM >>Vice-Mayor Zalucki: THE 21st.
 10:30:22AM YEAH, I'M IN SUPPORT OF THAT.
 10:30:23AM >>Mayor Ribble: ANY OTHER COMMENTS?
 10:30:24AM IN THAT CASE, I NEED A MOTION.
 10:30:28AM SO MOVED BY COUNCILMAN LOPEZ.
 10:30:32AM SECONDED BY COUNCILMAN WARD.

 10:30:33AM MADAM CLERK, WILL YOU PLEASE CALL THE ROLL?
 10:30:37AM >>Jim Ward: AYE.
 10:30:39AM >>Rafael Lopez: AYE.
 10:30:40AM >>Lori Fayhee: AYE.
 10:30:41AM >>Jon McLain: AYE.
 10:30:43AM >>Jeff Hunt: AYE.
 10:30:44AM >>Vice-Mayor Zalucki: AYE.
 10:30:45AM >>Mayor Ribble: AYE.
 10:30:46AM MADAM CLERK, PLEASE NOTIFY THE SHERIFF'S DEPARTMENT THAT WE
 10:30:51AM WON'T NEED SOMEONE AND WHOEVER IS SCHEDULED FOR THE
 10:30:53AM INVOCATION.
 10:30:54AM THANK YOU VERY MUCH.
 10:30:55AM AT THIS TIME, WE HAVE COUNCIL COMMUNICATIONS.
 10:30:58AM DOES ANYONE HAVE ANYTHING FOR THE GOOD OF THE VILLAGE?
 10:31:00AM I'LL START WITH VICE-MAYOR.
 10:31:03AM >>Vice-Mayor Zalucki: THANK YOU, MAYOR.
 10:31:05AM JUST A COUPLE OF QUICK THINGS.
 10:31:06AM I WOULD LIKE TO CONGRATULATE SYDNEY AND TREY FOR THEIR
 10:31:09AM AWARDS THIS MORNING.
 10:31:10AM JUST A LITTLE SIDE NOTE, SYDNEY AND HER DAD JOE, THEY LIVE
 10:31:14AM ABOUT SIX DOORS DOWN FROM ME OVER AT THE PRESERVE.
 10:31:16AM A LITTLE FACTOID, HER FATHER JOE WHO WAS HERE TODAY WAS A
 10:31:20AM KICKER FOR THE UNIVERSITY OF MICHIGAN BACK WHEN TOM BRADY
 10:31:23AM PLAYED FOR MICHIGAN.
 10:31:25AM GREAT FOOTBALL FAMILY THERE, TOO.

 10:31:27AM JUST WANT TO SAY WHAT A GREAT TIME WE HAD ON DECEMBER 6 WITH
 10:31:31AM THE CAR SHOW AND THE PARADE OVER AT COCONUT POINT MALL.
 10:31:34AM IT WAS FANTASTIC.
 10:31:35AM A GREAT SHOWING FROM THE COMMUNITY.

10:31:37AM I'M GOING TO SAY WELL OVER 2,000 PEOPLE VISITED.
 10:31:40AM THE CAR SHOW, GARY THROUGH THE ROTARY WAS VERY SUCCESSFUL.
 10:31:44AM HOPEFULLY YOU DID WELL WITH YOUR FUND-RAISING.
 10:31:45AM THE ONLY OTHER ITEMS I HAVE, WANT TO WISH EVERYBODY A VERY
 10:31:50AM MERRY CHRISTMAS AND A HAPPY NEW YEAR.
 10:31:52AM AND TO OUR VILLAGE ATTORNEY, ROB, THE BOW TIE, I LOVE IT.
 10:31:55AM VERY BECOMING ON YOU.
 10:31:57AM THAT'S ALL, MAYOR.
 10:31:58AM >>Mayor Ribble: THANK YOU.
 10:31:58AM COUNCILMAN WARD.
 10:31:59AM >>Jim Ward: CAROL AND I WILL BE FLYING UP TO PENNSYLVANIA
 10:32:04AM THIS FRIDAY.
 10:32:06AM SO, UNFORTUNATELY, I'LL MISS THE LUNCHEON ON THE 19th.
 10:32:09AM AT THIS POINT, I'D LIKE TO WISH EVERYONE ON STAFF AND
 10:32:12AM COUNCIL A MERRY CHRISTMAS AND A HAPPY NEW YEAR.
 10:32:16AM >>Mayor Ribble: THANK YOU.
 10:32:16AM ANYONE ELSE?
 10:32:16AM ALL RIGHT.
 10:32:18AM COUNCILMAN McLAIN.
 10:32:20AM >>Jon McLain: I THINK A LOT OF FOLKS ARE WELL AWARE THAT WE
 10:32:23AM HAVE A CHICK-FIL-A GOING IN PLACE WHERE THE OLD PERKINS WAS.

 10:32:29AM THAT'S OBVIOUSLY A KEY INTERSECTION FOR THE VILLAGE, I
 10:32:35AM THINK, AND FOR ALL OF OUR RESIDENTS.
 10:32:39AM I WATCHED THE PLANNING AND ZONING BOARD ON DECEMBER 9, AND
 10:32:46AM THERE WAS A LOT OF UNANSWERED -- MAYBE NOT EXPRESSING IT
 10:32:52AM RIGHT -- A LOT OF THINGS PUSHED ON TO MARY AND HER STAFF TO
 10:32:58AM FINALIZE.
 10:32:59AM WHAT I WOULD LIKE TO REQUEST IS MAYBE ON OUR 21st MEETING
 10:33:04AM IS TO HAVE A WORKSHOP TO REVIEW, AND MAYBE THAT MAY BE
 10:33:07AM EARLY, BUT A WORKSHOP AT SOME TIME PRIOR TO THE DEVELOPMENT
 10:33:10AM ORDER BEING ISSUED SO THAT COUNCIL COULD AT LEAST LOOK AT
 10:33:13AM IT.
 10:33:14AM WE'RE NOT LOOKING AT APPROVING, BUT BECAUSE OF ALL THE
 10:33:17AM CHANGES THAT WERE DISCUSSED THAT NEED TO BE INCLUDED PRIOR
 10:33:20AM TO ISSUE OF A D.O., I'D KIND OF LIKE TO SEE WHAT THAT LOOKS
 10:33:24AM LIKE.
 10:33:25AM THERE WAS SOME LANDSCAPING ISSUES IN THERE.
 10:33:27AM PAINT COLORS, I THINK, WERE OKAY.
 10:33:30AM SO THERE WERE A LOT OF WHAT I THINK UNRESOLVED AS THEY
 10:33:35AM APPROVED IT.
 10:33:36AM SO WE'RE NOT OBJECTING TO THAT.
 10:33:38AM WE'RE JUST SAYING WE WOULD LIKE TO SEE THOSE CHANGES AND
 10:33:42AM MAYBE THEY ARE EXPRESSED BY OUR STAFF OR THE DEVELOPER COME
 10:33:49AM BACK AND DO THAT.
 10:33:50AM BECAUSE IT IS AN IMPORTANT AREA.
 10:33:51AM THE TRAFFIC STUDY I THINK IS VALID OUTSIDE OF THE AREA.

10:33:58AM THERE'S GOING TO BE A LOT OF TRAFFIC AT THAT INTERSECTION
 10:34:00AM ONE WAY OR THE OTHER.
 10:34:01AM THE INTERNAL TRAFFIC FLOW IS STILL A LITTLE BIT OF A CONCERN
 10:34:05AM TO ME BECAUSE YOU'VE GOT PUBLIX THERE AND McDONALD'S RIGHT
 10:34:08AM NEXT DOOR.
 10:34:08AM WE'VE GOT DUNKIN THERE, VALVOLINE, A LOT OF TRAFFIC
 10:34:15AM INTERNALLY IN THERE.
 10:34:16AM I THINK THEY HAVE ADDRESSED THAT REASONABLY WELL, BUT I
 10:34:19AM THINK IT'S IMPORTANT -- WE'RE GOING TO GET COMMENTS ON THAT
 10:34:23AM ONE WAY OR THE OTHER AS COUNCIL BECAUSE IT'S SO OBVIOUS
 10:34:26AM THERE.
 10:34:27AM I WOULD LIKE TO SEE A WORKSHOP HERE IN THE FUTURE.
 10:34:29AM I HAVE TALKED TO MARY, AND SHE'S AGREED TO MAKE THAT HAPPEN.
 10:34:32AM >>Mayor Ribble: ALL RIGHT.
 10:34:33AM THANK YOU.
 10:34:35AM >>Jon McLain: OH, ONE OTHER THING, BERT, I DON'T HAVE
 10:34:40AM ANYTHING REALLY TO REPORT OTHER THAN WE HAVE ONGOING AND
 10:34:43AM ACTIVE DISCUSSIONS GOING ON RIGHT NOW.
 10:34:46AM SO I THINK BY THIS 21st MEETING IN JANUARY, WE SHOULD
 10:34:53AM UNDERSTAND WHAT'S GOING ON WITH BERT.
 10:34:57AM AND I WOULD LIKE TO WISH EVERYBODY MERRY CHRISTMAS, HAPPY
 10:35:01AM HANUKKAH.
 10:35:02AM I'LL BE THERE AT THE FRIDAY LUNCHEON, SO I'M LOOKING FORWARD
 10:35:04AM TO THAT.
 10:35:06AM >>Rafael Lopez: FOLLOW UP WITH COUNCIL MEMBER McLAIN'S

 10:35:08AM COMMENTS, THE FEEDBACK I HAVE RECEIVED ABOUT CHICK-FIL-A
 10:35:11AM HAVE BEEN POSITIVE AND NEGATIVE.
 10:35:13AM THE POSITIVE IS THAT IT IS A CHICK-FIL-A.
 10:35:15AM EVERYBODY LOVES CHICK-FIL-A.
 10:35:17AM THE NEGATIVE HAS ALWAYS BEEN ABOUT THE TRAFFIC INSIDE THE
 10:35:22AM PARKING LOT.
 10:35:22AM I'VE SPOKEN TO MARY ALSO ABOUT THAT, AND WE'RE GOING TO
 10:35:26AM DEFINITELY DISCUSS THIS IN THE FUTURE.
 10:35:27AM HOPEFULLY THEY'LL DO THE RIGHT THING.
 10:35:30AM >>Mayor Ribble: THANK YOU.
 10:35:30AM I WOULD LIKE TO UPDATE EVERYONE ON OUR INITIATIVE, THE
 10:35:34AM 10,000 CARDS FOR THE TROOPS, THE CHRISTMAS CARDS.
 10:35:37AM I'D LIKE TO THANK ALL WHO PARTICIPATED IN THAT, ESPECIALLY
 10:35:41AM THE COMMUNITIES, DISTRICT 7, BELLA TERRA AND THE PRESERVE AT
 10:35:45AM CORKSCREW, DISTRICT 2, PELICAN SOUND, DISTRICT 1, SORRENTO
 10:35:50AM AT THE COLONY.
 10:35:51AM I WOULD LIKE TO ALSO THANK ENGAGE ESTERO FOR DONATING 1,000
 10:35:55AM CARDS TO PINWOODS ELEMENTARY AND ESTERO HIGH SCHOOL.
 10:36:00AM THEY BOTH DID A TREMENDOUS JOB IN ADDING TO OUR TOTAL.
 10:36:03AM I'D LIKE TO THANK A GROUP OF ESTERO LADIES.
 10:36:07AM WE DON'T KNOW WHO THEY ARE, BUT THEY WROTE 2,000 CARDS AND
 10:36:10AM SUBMITTED THEM FOR ESTERO.

10:36:13AM FINALLY, I'D LIKE TO THANK OUR PARTICIPATING BUSINESSES THAT
 10:36:18AM WERE THE COLLECTION POINTS.
 10:36:21AM BOTH PUBLIX, THE ONE AT BEN HILL AND THE ONE AT CORKSCREW,

 10:36:26AM McDONALD'S, MILLER'S ALE HOUSE, CULVER'S.
 10:36:29AM AS A TOTAL, ESTERO DID 5,200 CARDS FOR OUR TROOPS AND THE
 10:36:35AM COUNTY TOTAL WAS 69,700 PLUS.
 10:36:40AM WE HAVE OUR WORK CUT OUT FOR US NEXT YEAR, PEOPLE.
 10:36:43AM SO GET READY.
 10:36:44AM ON BEHALF OF THE COUNCIL, I'D LIKE TO ALSO OFFER HAPPY
 10:36:49AM HOLIDAYS AND HAPPY NEW YEAR TO EVERYONE.
 10:36:51AM MR. ESCHENFELDER, DO YOU HAVE ANYTHING ELSE YOU WOULD LIKE
 10:36:56AM TO ADD?
 10:36:57AM >>Robert Eschenfelder: JUST MERRY CHRISTMAS AND HAPPY
 10:36:59AM HOLIDAYS TO YOU ALL.
 10:37:00AM >>Mayor Ribble: THANK YOU.
 10:37:00AM MR. SARKOZY?
 10:37:02AM >>Steven Sarkozy: SIMILARLY.
 10:37:03AM ON BEHALF OF ALL OF STAFF, HAPPY HOLIDAYS, MERRY CHRISTMAS
 10:37:07AM TO THE COUNCIL AND THE ENTIRE COMMUNITY.
 10:37:10AM WE'VE GOT A HEAVY AGENDA, BUT IT'S ALL GREAT STUFF.
 10:37:14AM >>Mayor Ribble: THANK YOU ALL FOR ATTENDING TODAY.
 10:37:16AM MAY I HAVE A MOTION TO ADJOURN?
 10:37:17AM COUNCILMAN LOPEZ AND SECONDED BY COUNCILMAN WARD.
 10:37:22AM WE ARE ADJOURNED.
 10:37:23AM THANK YOU.

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.

In Appreciation

To

Sydney Ghannam/Estero High School

The Village Council of the Village of Estero, Florida proudly recognizes Sydney Ghannam for her outstanding achievements and positive contributions to the community.

Sydney is a senior with a 5.01 GPA, ACE Diploma, and Spirit Club President. Sydney's dedication, leadership, and enthusiasm elevate the entire school community.

An active member of multiple clubs and a committed athlete, she demonstrates exceptional initiative, collaboration and the ability to balance academics and extracurriculars with maturity.

Sydney's natural leadership, dependable teamwork and supportive mentorship make her a true school spirit ambassador bringing energy, pride, and unity to the student body.

With a strong work ethic, integrity and kindness, Sydney stands out as an exemplary representative of Estero High School.

Presented on this 17th day of December 2025.



Joanne Ribble, Mayor



George Zalucki, Vice Mayor



Jeff Hunt, Councilmember



Jon McLain, Councilmember



Lori Fayhee, Councilmember



Rafael Lopez, Councilmember



Jim Ward, Councilmember

*In Appreciation
To
Trey Bronson/Bonita Springs High School*

The Village Council of the Village of Estero, Florida proudly recognizes Trey Bronson for his outstanding achievements and positive contributions to the community.

Trey exemplifies exceptional character, leadership, and sportsmanship, distinguishing himself among Bonita Springs High School student-athletes.

Academically, he is a high-performing student who embraces rigorous coursework, including advanced placement classes, and continually demonstrates excellence. He is equally admired for his school spirit, kindness, and inclusiveness, consistently representing what it means to be a true Bull Shark.

On the football field, basketball court, and track, Trey brings unwavering determination, enthusiasm, and a positive mindset. He performs with poise under pressure and serves as a role model through his strong work ethic and steady composure.

Trey is a tremendous asset to the Bonita Springs High School community, embodying the values of teamwork, respect, and community-focused leadership.

Presented on this 17th day of December 2025.



Joanne Ribble, Mayor



George Zalucki, Vice Mayor



Jeff Hunt, Councilmember



Jon McLain, Councilmember



Lori Fayhee, Councilmember



Rafael Lopez, Councilmember



Jim Ward, Councilmember

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

**DRAFT MINUTES
VILLAGE COUNCIL REGULAR MEETING**

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

December 3, 2025 9:30 a.m.

1. CALL TO ORDER

INVOCATION

Pastor Kevin Morris Estero Community Church

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, 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, Public Works Director David Willems, Finance Director Kevin Greenville, Assistant Community Development Director Christopher Baker, Deputy Village Clerk Tammy Duran, and Village Clerk Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by: Councilmember Hunt

Seconded by: Councilmember Fayhee

Action: Approved agenda.

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

None

4. CONSENT AGENDA

- (a) November 19, 2025 Village Council Meeting Minutes
- (b) Financial Report for Month ended October 2025

Motion: Motion to approve consent agenda.

Motion by: Vice Mayor Zalucki
Seconded by: Councilmember Lopez

Action: Approved consent agenda.

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

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

None

6. ACTIONS

- (a) Resolution No. 2025-27 Reimbursement

A Resolution of the Village Council of the Village of Estero, Florida Regarding Reimbursement of Certain Costs Relating to the Acquisition, Construction and Equipping of Certain Stormwater Utility Improvements, Park and Redevelopment Improvements, Sewer Utility System Improvements, Transportation Related Improvements and/or Park and Recreation Related Improvements Within the Village; Making Related Findings; Providing for Severability and for an Effective Date.

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

Council Questions or Comments
Councilmember Hunt

Public Comments
None

Motion: Motion to adopt Resolution No. 2025-27.

Motion by: Councilmember Lopez

Seconded by: Councilmember Hunt

Action: Adopted Resolution No. 2025-27.

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

- (b) Resolution No. 2025-28 Amending Resolution No. 2025-20 Updated Community Development Fees

A Resolution of the Village of Estero, Florida, Amending Resolution 2025-20 that Created a New Community Development Department Fee Schedule Including Building, Planning, Zoning and Land Use; Making Related Findings; and Providing for Severability and for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Christopher Baker, Assistant Community Development Director

Council Questions or Comments

None

Public Comments

None

Motion: Motion to adopt Resolution No. 2025-28.

Motion by: Councilmember McLain

Seconded by: Councilmember Fayhee

Action: Adopted Resolution No. 2025-28.

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

7. PUBLIC HEARING NOTICES

- (a) Resolution No. 2025-24 providing notice of intent to establish non-ad valorem assessment for package plant to central sewer system project for Sunny Grove Park, Inc.

A Resolution of the Village Council of the Village of Estero, Florida, Providing

Notice of Intent to Utilize the Uniform Method of Collecting Non-Ad Valorem Assessments Levied Within the Municipal Boundaries of the Village of Estero for the Decommissioning of the Waste Water Package Facility and Installation of Common Sanitary Sewer Service for Sunny Grove Park, Inc.; Stating the Need for Such Levy; Making Related Findings; Providing for Severability and Providing for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
Robert Eschenfelder, Village Attorney
David Willems, Public Works Director

Council Questions or Comments

Councilmembers McLain and Ward

Public Comments

Katie Berkey, Becker & Poliakoff

Motion: Motion to adopt Resolution No 2025-24 and authorize the Village Manager to execute the related Interlocal Agreement with the Lee County Property Appraiser to administer the assessment process.

Motion by: Councilmember Lopez
Seconded by: Councilmember McLain

Action: Adopted Resolution No 2025-24 and authorize the Village Manager to execute the related Interlocal Agreement with the Lee County Property Appraiser to administer the assessment process.

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

- (b)** Resolution No. 2025-25 providing notice of intent to establish non-ad valorem assessment for package plant to central sewer system project for Cypress Bend RV Resort.

A Resolution of the Village Council of the Village of Estero, Florida, Providing Notice of Intent to Utilize the Uniform Method of Collecting Non-Ad Valorem Assessments Levied Within the Municipal Boundaries of the Village of Estero for The Decommissioning of the Waste Water Package Facility and Installation of Common Sanitary Sewer Service for Cypress Bend RV Resort; Stating the Need for Such Levy; Making Related Findings; Providing for Severability and Providing for an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager
David Willems, Public Works Director

Council Questions or Comments

eComment

Kathleen LaTour, Cypress Bend

Public Comments

Mayor Ribble

Motion: Motion to adopt Resolution No. 2025-25 and authorize the Village Manager to execute the related Interlocal Agreement with the Lee County Property Appraiser to administer the assessment process.

Motion by: Councilmember Hunt

Seconded by: Vice Mayor Zalucki

Action: Adopted Resolution No. 2025-25 and authorize the Village Manager to execute the related Interlocal Agreement with the Lee County Property Appraiser to administer the assessment process.

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

8. FIRST READING

- (a) First reading Ordinance No. 2025-16 Creating § 26-1 and Amending § 26-19 of the Village Code Related to Special Assessments

An Ordinance of the Village of Estero, Florida, Creating § 26-1 and Amending §26-19 of the Village Code Related to Special Assessments; Making Related Findings; Providing For Severability, Codification, and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

None

Public Comments

None

Motion: Motion to adopt Ordinance No. 2025-16 on first reading and to schedule a second reading and public hearing for December 17, 2025.

Motion by: Councilmember Fayhee

Seconded by: Councilmember Ward

Action: Adopted Ordinance No. 2025-16 on first reading and to schedule a second reading and public hearing for December 17, 2025

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

9. SECOND READING AND PUBLIC HEARING

- (a)** Second reading for Ordinance No. 2025-13 adopting a new Parks & Recreation Code

An Ordinance of the Village of Estero, Florida, Repealing Chapter 22 of the Village Code; Creating a New Chapter 22 of the Village Code Related to Parks and Recreation; Making Related Findings; Providing for Severability, Codification, and an Effective Date.

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Robert Eschenfelder, Village Attorney

Council Questions or Comments

Vice Mayor Zalucki

Public Comments

None

Motion: Motion to adopt Ordinance No. 2025-13.

Motion by: Councilmember McLain

Seconded by: Councilmember Lopez

Action: Adopted Ordinance No. 2025-13.

Vote: (Roll Call)

Aye: Councilmembers Hunt, McLain, Fayhee, Lopez, Ward, Vice Mayor Zalucki, and Mayor Ribble.

Nay:

Abstentions:

10. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

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

Staff Presentation/Comments

Steve Sarkozy, Village Manager

Mary Gibbs, Community Development Director

11. VILLAGE ATTORNEY'S REPORT

None

12. VILLAGE MANAGER'S REPORT

None

13. ADJOURNMENT at 10:21 am

Motion by Councilmember Lopez

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
December 17, 2025

Agenda Item:

2026 Water Monitoring Contract

Motion to approve award of Contract EC 2022-38 Task Authorization 15 to Johnson Engineering to provide water monitoring services for The Village of Estero for \$199,560.

Approve a \$19,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Background:

The Village's Stormwater Master Plan includes recommendations to obtain additional water monitoring data to better understand water levels and water quality around Estero and improve the accuracy of stormwater models.

The Village Council has previously approved contracts for water monitoring starting in 2020.

Description:

The attached contract with Johnson Engineering, Inc. will continue the Village's stormwater monitoring efforts. Tasks include the following:

- Eleven water quality monitoring sites
- Four flow measurement sites
- Downloading data from seven surface water monitoring wells
- Download data for two United States Geological Survey sites
- Preparation of an annual monitoring report

Action Requested:

Motion to approve award of Contract EC 2022-38 Task Authorization 15 to Johnson Engineering to provide water monitoring services for The Village of Estero for \$199,560.

Approve a \$19,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the STA and other additional implementing documents within the scope of the STA on behalf of the Village of Estero Council.

Process and Timeline:

With approval of this contract, Johnson Engineering will continue monitoring water levels, water flows and water quality throughout the Village.

Financial Impact:

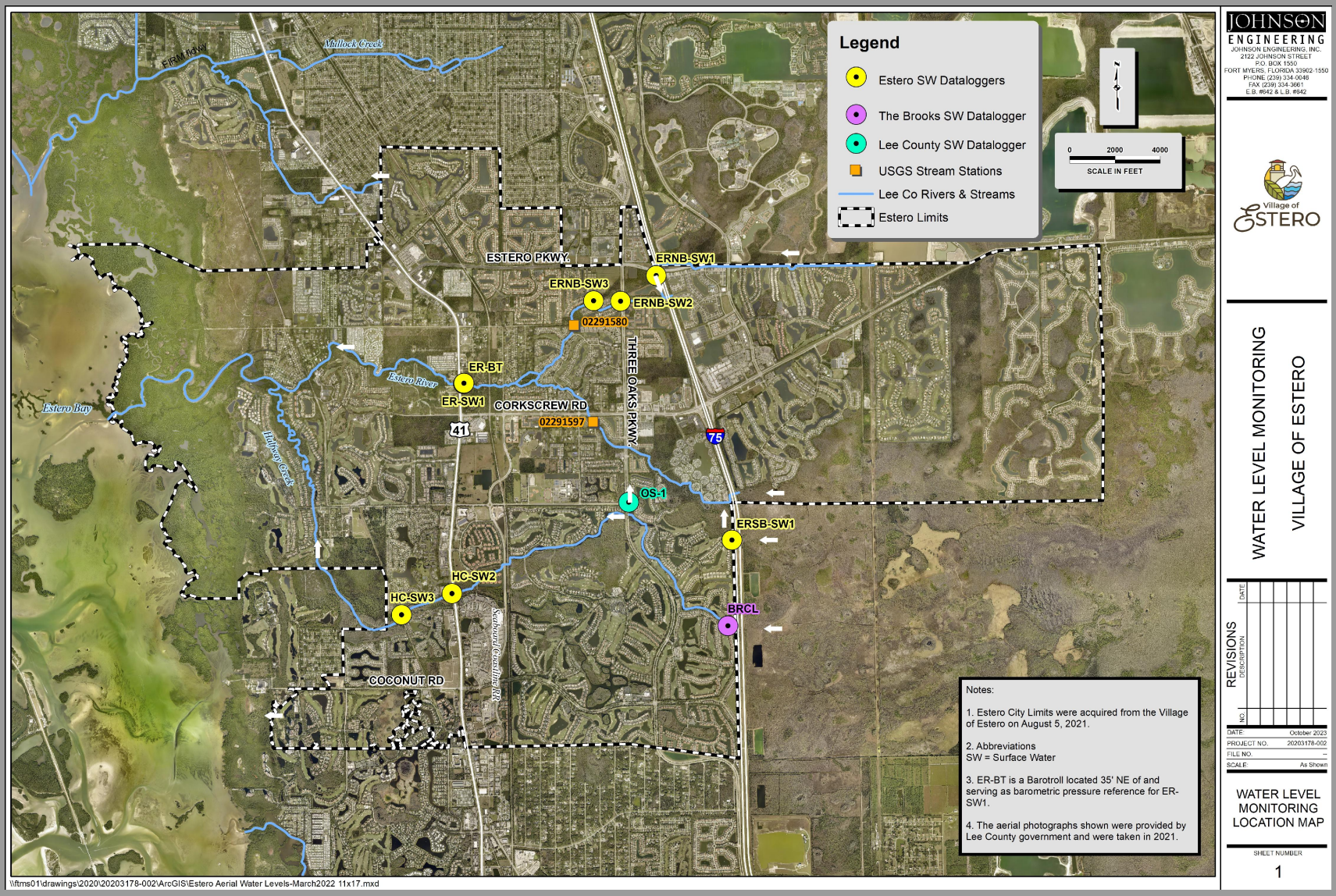
The project's financial impact is \$218,560 (\$199,560 plus \$19,000 contingency).

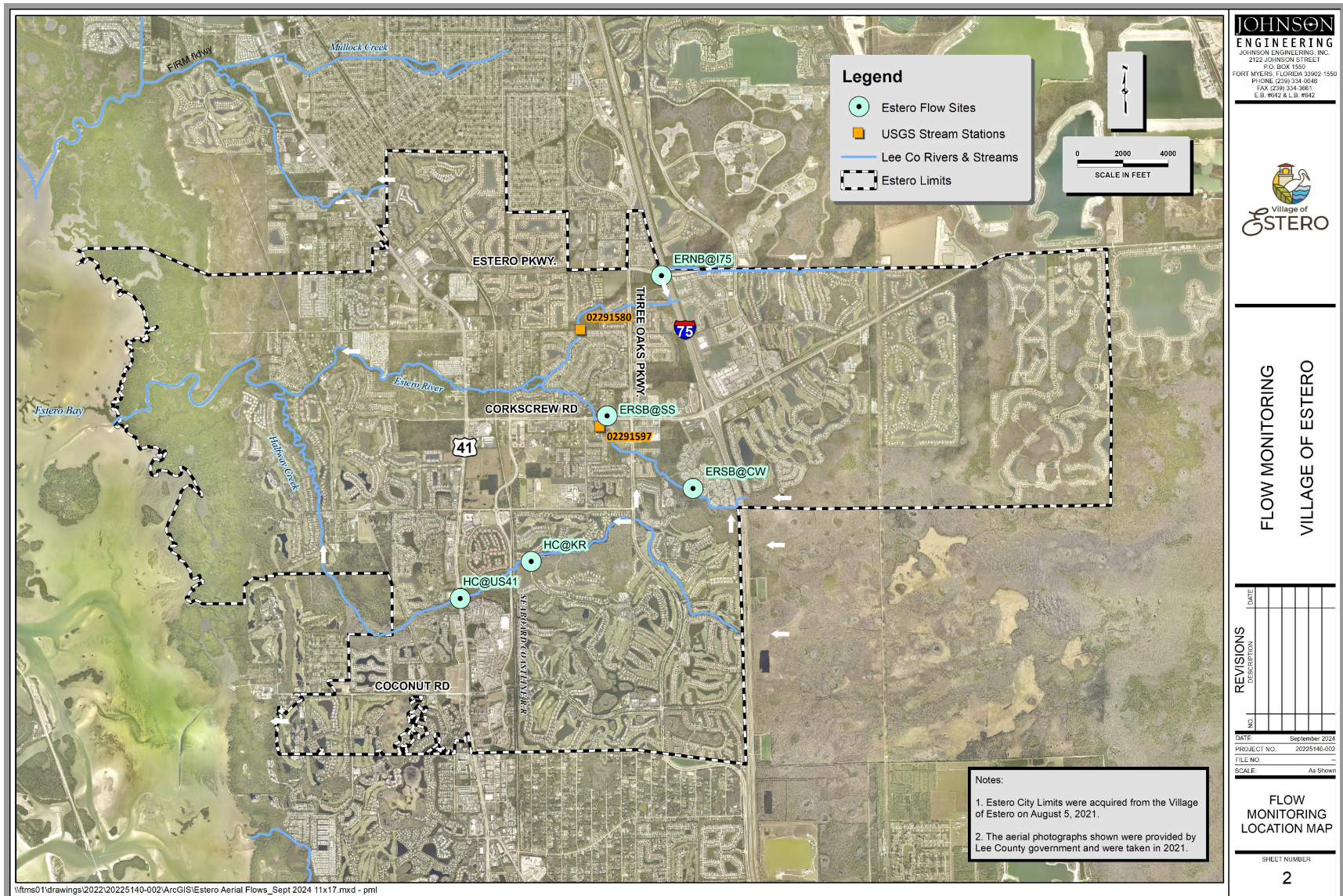
Sufficient funds are available in Fiscal Year 2025-2026 stormwater maintenance budget to fund this contract.

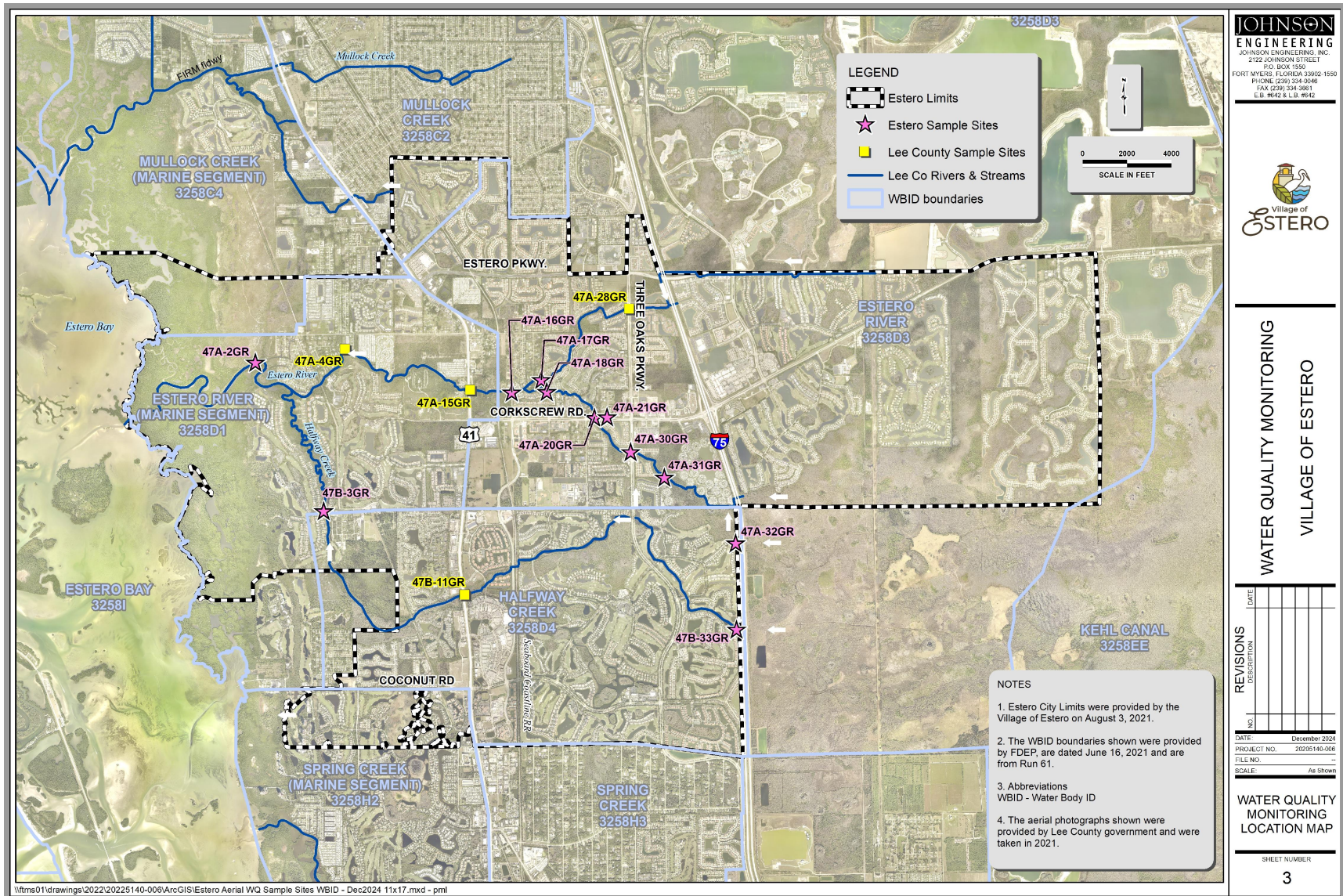
Prepared by: David Willems, P.E.

Attachments:

1. Water Monitoring Location Maps
2. Contract EC 2022-38 STA 15









Contract/Change Order/Task Order
Request

Project Name: Water Monitoring Assistance 2025-2026

Contractor/Vendor: Johnson Engineering, LLC

Contract No.: 2022-38

Task Order No: STA 15

Change Order No:

Account Number: _____

Project String: _____

Total Fees: Not to Exceed \$199,560.00

Brief Description:

The Contractor will provide the Water Monitoring Assistance in accordance with Exhibit A Scope of Services and fees identified therein, under the terms and conditions outlined in the above referenced Village of Estero Contract number 2022-38.

Jonhson Engineering, LLC

Village of Estero

By: _____

By: _____

Name: _____

Name: Steve Sarkozy

Title: _____

Title: Village Manager

Date: _____

Date: _____

Attachment: Exhibit A

**EXHIBIT A
SCOPE OF SERVICES**

**EC 2022-38 MISCELLANEOUS PROFESSIONAL SERVICES
SUPPLEMENTAL TASK AUTHORIZATION**

FOR

WATER MONITORING ASSISTANCE 2025-2026

A. PROJECT OVERVIEW

Johnson Engineering, LLC ("CONSULTANT") shall provide water monitoring assistance to The Village of Estero (VILLAGE). The VILLAGE has implemented a water resource monitoring program. The program was designed to improve the VILLAGE's understanding of its water resources. The data can be used to help guide future actions/programs by the VILLAGE. The water quality parameters follow those measured by Lee County to allow direct comparisons.

B. SCOPE OF SERVICES

TASK 1: Monthly Water Quality Sampling and Flow Monitoring

CONSULTANT will conduct monthly surface water sampling at the eleven (11) water quality monitoring locations shown on the Water Quality Monitoring Location Map, *Attachment I* (47A-2GR, 47B-3GR, 47A-16GR, 47A-17GR, 47A-18GR, 47A-20GR, 47A-21GR, 47A-30GR, 47A-31GR, 47A-32GR, and 47B-33GR).

CONSULTANT will conduct the monthly surface water sampling from October 1, 2025, through September 30, 2026. Sampling of the Estero River locations will be conducted on the same day that Lee County will be sampling nearby locations. Sampling of locations along Halfway Creek will be conducted within one (1) day of the Lee County sample collection at nearby locations. Samples will be collected at each location where water is at least one (1) foot deep. One (1) field blank sample will also be collected each month. CONSULTANT will record field measurements of temperature, pH, specific conductance, dissolved oxygen, and turbidity at each location. CONSULTANT will collect the samples in accordance with applicable Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs). CONSULTANT will prepare a Chain-Of-Custody (COC) for the samples and deliver them to a state-certified laboratory following proper COC procedures in adherence to established hold times. The samples will be laboratory analyzed for bacteria (enterococcus and E. Coli), nutrients (ammonia, nitrate, nitrite, nitrate + nitrite, organic nitrogen, total Kjeldahl nitrogen, total nitrogen, ortho phosphate, total phosphorus), metals (Al, As, Ba, Be, Ca, Cd, Cr, Cu, Fe, Mg, Mn, Mo, Ni, Pb, Sb, Se, Ti, V, Zn), biochemical oxygen demand, chloride, color, silica, total hardness, total organic carbon and total suspended solids. Flow direction and approximate velocity will also be noted at each of the eleven (11) monitoring locations. In addition, CONSULTANT will record surface water velocity, water depth, and channel area as needed to calculate flow at the four (4) sites labeled on the updated Flow Monitoring Location Map, *Attachment II* (HC@US41, ERSB@SS, ERNB@I75, and ERSB@CW).

TASK 2: Quarterly Surface Water Level Downloading

CONSULTANT will download water level data from the seven (7) monitor wells shown on the Water Level Monitoring Location map, *Attachment III* (HC-SW2, HC-SW3, ER-SW1, ERNB-SW1, ERNB-SW2, ERNB-SW3, and ERSB-SW1), at quarterly intervals. CONSULTANT will also download barometric data from the BaroTroll at ER-SW1 as part of this task.

TASK 3: Data Management

CONSULTANT will manage the water quality, water level, and flow data in Excel spreadsheets. The digital and lab report data provided by the lab each month will be reviewed as part of the Quality Assurance Quality Control (QAQC) process and the lab will be contacted about any discrepancies. Flow data from two (2) United States Geological Survey (USGS) sites shown on the Flow Monitoring Location Map, *Attachment II* (02291580 and 02291597), will be downloaded from the publicly available USGS database. Water level, flow, and water quality data from Lee County sites in the Village of Estero will be downloaded from the Lee County Natural Resources Department website.

TASK 4: Annual Water Quality Monitoring Report

CONSULTANT will prepare a monitoring report covering data collected from October 2025 through September 2026. The report will summarize the data collected using tables and charts which will include the sample date, analytical results, and comparison to nearby Lee County water quality sample results. The report will be provided on or before December 31, 2026.

C. SCHEDULE

Upon notice to proceed by the VILLAGE, monitoring will be for the period beginning October 1, 2025, through September 30, 2026. The sampling events will be scheduled based on the Lee County sampling schedule.

SUB-CONSULTANT SERVICES:**LAB: Laboratory Testing**

Benchmark EnviroAnalytical, Inc. for laboratory testing.

**EXHIBIT B
COMPENSATION**

**EC 2022-38 MISCELLANEOUS PROFESSIONAL SERVICES
SUPPLEMENTAL TASK AUTHORIZATION**

FOR

WATER MONITORING ASSISTANCE 2025-2026

CONSULTANT fees for Tasks 1 through 4 will be on a Time and Materials basis per *Attachment 1 to Exhibit B, Professional Services Hourly Rate Schedule*. The Subconsultant fee will be billed on a Time & Materials basis. The total compensation not to exceed shall be \$ 199,560.

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services", the VILLAGE shall compensate the CONSULTANT as follows:

TASK	ITEM	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
1	Monthly Water Quality Sampling and Flow Monitoring (Oct 2025 through Sept 2026)*	\$66,000.00	T&M
2	Quarterly Surface Water Level Downloading (4 quarters)**	\$12,000.00	T&M
3	Data Management	\$5,000.00	T&M
4	Annual Water Quality Monitoring Report (1 year)	\$10,000.00	T&M
TOTAL COMPENSATION FOR CONSULTANT'S SERVICES:		\$93,000.00	T&M

* Task 1: To be billed at approximately \$5,500 per month.

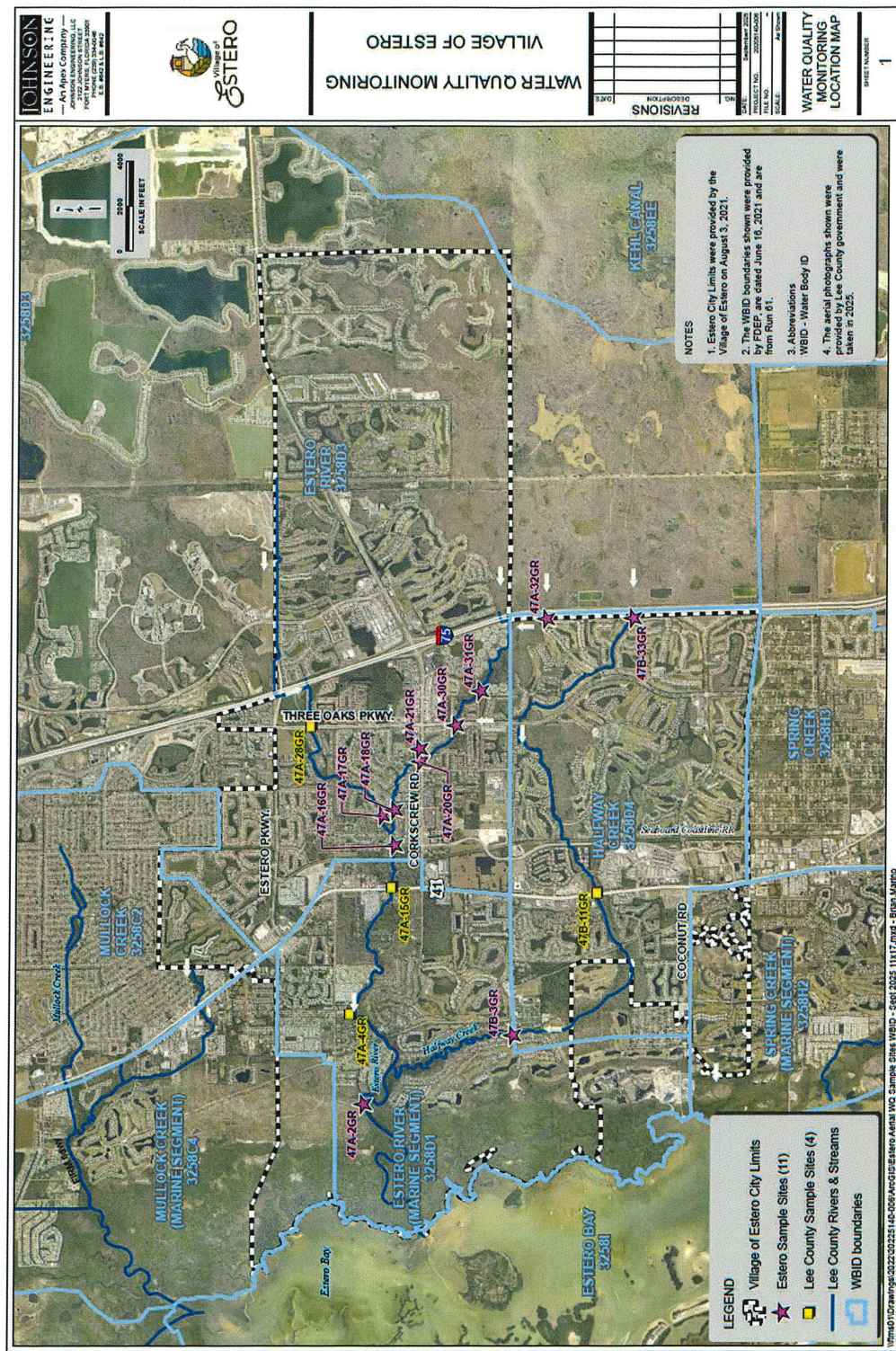
** Task 2: To be billed at approximately \$3,000 per quarter.

For services of CONSULTANT's Sub-Consultant engaged to perform or furnish services, the VILLAGE shall compensate the CONSULTANT as follows:

TASK	SUB-CONSULTANT	AMOUNT (Estimated if T&M)	FEE TYPE (LS; T&M)
LAB	Cost for lab analysis of the samples is estimated at \$740 per sample x 11 samples for 12 monthly events plus 12 field blanks	\$106,560.00	T&M
TOTAL COMPENSATION FOR SUB-CONSULTANT'S SERVICES:		\$106,560.00	T&M

TOTAL COMPENSATION, INCLUDING SUB-CONSULTANTS:	\$199,560.00	T&M
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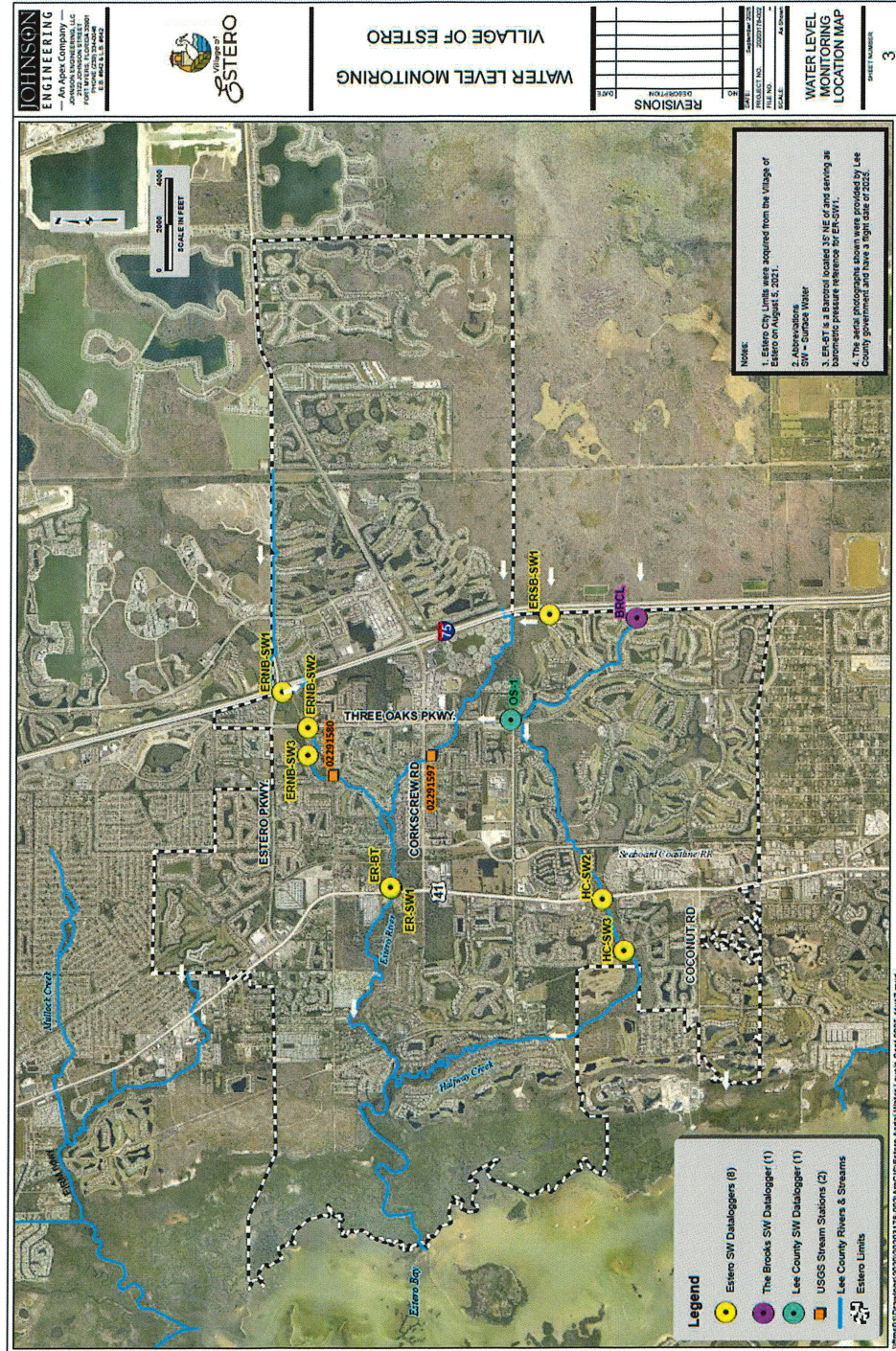
Attachment I to Exhibit A



Attachment II to Exhibit A



Attachment III to Exhibit A





— An Apex Company —

SINCE 1946



**ATTACHMENT I TO EXHIBIT B
PROFESSIONAL SERVICES
HOURLY RATE SCHEDULE
May 15, 2025**

Professional

9	\$330
8	\$285
7	\$262
6	\$230
5	\$205
4	\$187
3	\$170
2	\$145
1	\$135

Technician

6	\$188
5	\$160
4	\$138
3	\$117
2	\$92
1	\$82

Administrative

3	\$108
2	\$98
1	\$80

Field Crew

4-Person	\$285
3-Person	\$245
2-Person	\$193
1-Person	\$145

Field Equipment

Field Equipment on Separate Schedule

Expert Witness \$445

**Reimbursable Expenses
and Sub-Consultants** Cost + 10%

**Construction Engineering and Inspection
(CEI Services)**

CEI Services Manager	\$220
CEI Senior Project Administrator	\$190
CEI Project Administrator	\$172
Contract Support Specialist	\$145
Senior Inspector	\$132
CEI Inspector III	\$119
CEI Inspector II	\$110
CEI Inspector I	\$98
Compliance Specialist	\$108
CEI Inspector's Aide	\$80

Rev 2025-05-23

Corporate Headquarters: 2122 Johnson Street, Fort Myers, Florida 33901
Phone: (239) 334-0046 ■ www.johnsonengineering.com

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 17, 2025

Agenda Item:

Sunny Grove Utility Extension Project Funding

Motion to approve the Village of Estero providing \$726,777 towards the design, permitting and construction of the Sunny Grove UEP. This equals 25% of the project cost.

Background:

Over the past several years the Village has been working to extend municipal wastewater services to the Sunny Grove community and decommission their existing package wastewater treatment plan.

On July 2, 2025, The Village Council approved a contract with Wright Construction to extend wastewater and decommission the packages wastewater treatment plant. Wright construction is scheduled to complete the project by August 26, 2026. The Village of Estero is funding the project and will be reimbursed for all or a portion of the costs via grants and payment from the Sunny Grove Community.

Description:

As the project moves toward completion the Village Council will need to determine how much funding the Village will provide for the project.

Following is a summary of project costs

Design & Permitting	\$622,143
Land	\$9,000
Construction	\$2,540,964
Total Project Cost	<u>\$3,172,107</u>
State Grant	\$265,000
Net Project Cost	\$2,907,107
Village Contribution (25%)	<u>\$726,776.75</u>

Sunny Grove Cost \$2,180,330.25

Action Requested:

Motion to approve the Village of Estero providing \$726,777 towards the design, permitting and construction of the Sunny Grove UEP. This equals 25% of the project cost.

Process and Timeline:

The Village will continue moving forward with construction and setting up property assessments for this project. Sunny Groves will have the option to pay project costs directly without a property assessment.

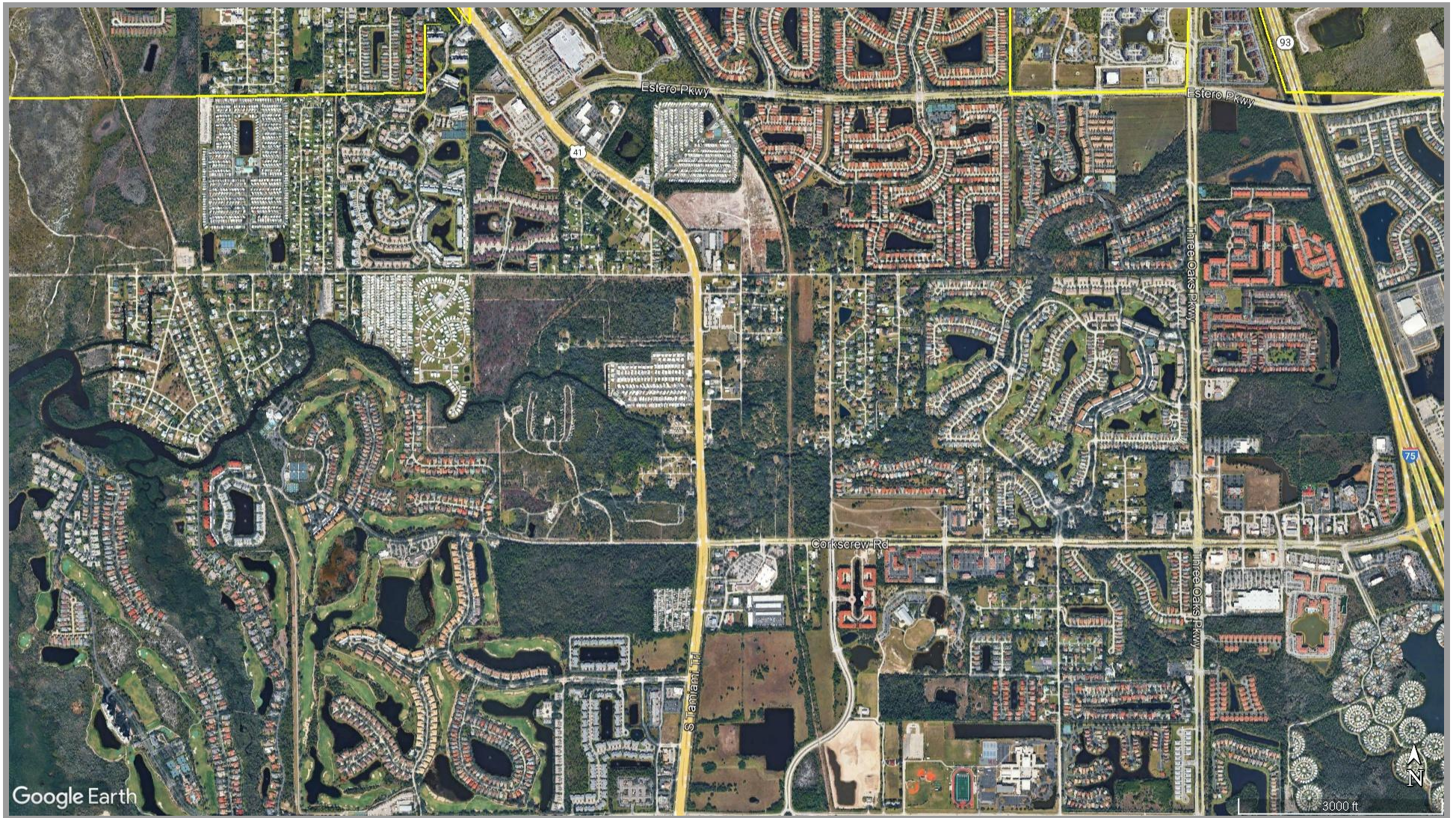
Financial Impact:

This agenda item will set the amount of money the Village of Estero will fund toward the Sunny Grove UEP. The remaining cost of the project will be funded by grants and payments from the residents within Sunny Grove.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 17, 2025

Agenda Item:

Cypress Bend Utility Extension Project Funding

Motion to approve the Village of Estero providing \$557,681.00 towards the design, permitting and construction of the Cypress Bend UEP. This equals 25% of the project cost.

Background:

Over the past several years the Village has been working to extend municipal wastewater services to the Cypress Bend community and decommission their existing package wastewater treatment plan.

On July 2, 2025, The Village Council approved a contract with Wright Construction to extend wastewater and decommission the packages wastewater treatment plant. Wright construction is scheduled to complete the project by July 12, 2026. The Village of Estero is funding the project and will be reimbursed for all or a portion of the costs via grants and payment from the Cypress Bend Community.

Description:

As the project moves toward completion the Village Council will need to determine how much funding the Village will provide for the project.

Following is a summary of project costs

Design & Permitting	\$632,128
Land	\$5,132
Construction	\$2,120,269
Total Project Cost	<u>\$2,757,529</u>
State Grant	\$265,000
LCU Reimbursement	\$261,805
Net Project Cost	\$2,230,724

Village Contribution (25%)	<u>\$557,681</u>
Cypress Bend Cost	<u>\$1,673,043</u>

Action Requested:

Motion to approve the Village of Estero providing \$557,681.00 towards the design, permitting and construction of the Cypress Bend UEP. This equals 25% of the project cost.

Process and Timeline:

The Village will continue moving forward with construction and setting up property assessments for this project. Cypress Bend will have the option to pay project costs directly without a property assessment.

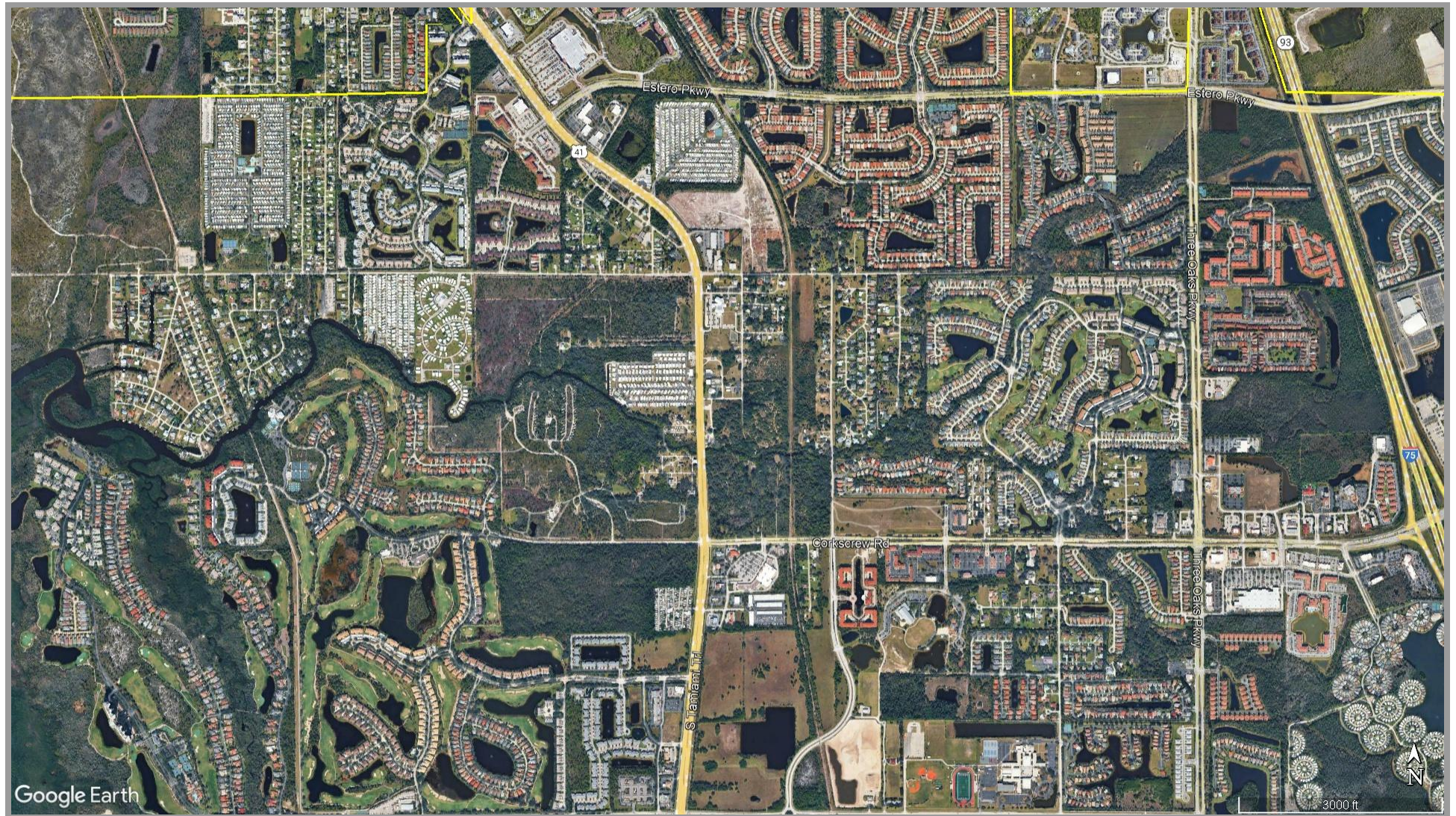
Financial Impact:

This agenda item will set the amount of money the Village of Estero will fund toward the Cypress Bend UEP. The remaining cost of the project will be funded by grants and payments from the residents within Cypress Bend.

Prepared by: David Willems, P.E.

Attachments:

1. Project Location Map



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 17, 2025

Agenda Item:

Broadway Ave. West Safety and Drainage Improvements – Design & Permitting Contract

Motion to approve award of Contract 26010 to CW3 Engineering to provide design and permitting services for the Broadway Ave West Safety & Drainage Improvements project for \$1,638,631.42.

Approve a \$163,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council.

Background:

The Village received a CDBG-DR award from Lee County through HUD in March 2025 for a critical infrastructure improvements project totaling \$15 million. This phase focuses on enhancing safety and addressing drainage issues along Broadway Avenue West.

Broadway Avenue West, extending from US-41 (Tamiami Trail) westward to Armada Court, is a two-lane minor collector road within the Village of Estero.

To strengthen the area's resilience, the Broadway Avenue West Improvements Project aims to upgrade infrastructure, improve public safety, and enhance accessibility for the community. The existing infrastructure is insufficient for flood control and does not adequately support pedestrian and cyclist traffic, creating safety concerns that this project seeks to resolve.

Key improvements include installing drainage infrastructure to manage excess runoff, prevent ditch overflow, and reduce flood risks. Additional enhancements will feature 11-foot travel lanes (with paved shoulders where feasible), the addition of turn lanes, and the expansion and upgrade of pedestrian pathways. These upgrades will provide safer, more sustainable transportation options for all community members.

The Village issued a public RFQ for design services for this project on 6/6/2025. Village Council approved the rankings on 9/17/2025 with CW3 being the top ranked firm. Council authorized the Village Manager and staff to negotiate a design agreement between the Village and CW3 Engineering.

Description:

Village Staff have completed contract negotiations with the top-ranked firm CW3 Engineering. That attached contract is being provided with a recommendation of approval. Following is a summary of the contract. Additional details can be found in the attached contract document.

Project Management: Manage the project including setting up meetings and creating project schedules

Public Involvement: Plan and attend public meetings, respond to questions from the public, create and maintain a project webpage.

Survey: Obtain project survey information

Concept: Create concepts for the roadway, drainage and pedestrian improvements. Incorporate Village, Council and public input into the design.

Plans (roadway, drainage, landscaping lighting): Prepare project construction plans.

Permitting: Prepare permit applications and respond to requests for additional information from permitting agencies.

Action Requested:

Motion to approve award of Contract 26010 to CW3 Engineering to provide design and permitting services for the Broadway Ave West Safety & Drainage Improvements project for \$1,638,631.42.

Approve a \$163,000 contingency for additional services that may be required to complete the project.

Authorize the Village Manager to sign the contract and other additional implementing documents within the scope of the contract on behalf of the Village of Estero Council.

Process and Timeline:

The attached contract includes a general project schedule. A summary is provided below.

Days from NTP

Date

Page 2 of 3

Survey Complete	120	4/16/2026
Design & Permitting Complete	294	10/7/2026
Bidding Complete	324	11/6/2026

A more detailed project schedule will be created and maintained throughout the project.

Financial Impact:

The project's financial impact is \$1,801,631.42 (\$1,638,631.42 plus \$163,000 contingency).

The Village of Estero's 5-year CIP includes funding in both the Fiscal Year 2025-2026 (\$1,300,000) and Fiscal Year 2026-2027 (\$1,500,000) budgets for the Broadway Ave West project. The total budget over the 2-year period is \$2,800,000.

A budget amendment will be required to move some funding from fiscal year 2026-2027 to 2025-2026 to cover the fees associated with this contract.

Prepared by: Steve Gillette

Attachments:

1. Contract 26010
2. Location Map

AGREEMENT FOR BROADWAY AVENUE WEST SAFETY AND DRAINAGE DESIGN PROJECT

THIS AGREEMENT is made and entered into this 17th day of December, 2025 (the “Effective Date”) by and between the Village of Estero, a Florida municipal corporation, (the “Village”), 9401 Corkscrew Palms Circle, Estero, FL 33928, and CW3 Engineering, a corporation authorized to conduct business in Florida, (the “Consultant”), with offices at 5783 Bayshore Road, Suite 113, N. Fort Myers, FL 33917, collectively referred to as the “Parties.”

WHEREAS, the Village has received a CDBG-DR Critical Infrastructure grant to implement the Broadway Avenue West Improvements project; and

WHEREAS, on June 06, 2025, and pursuant to § 2-174(a)(3), the Village issued Request for Qualifications #102125 (the RFQ) seeking proposals from qualified providers of Engineering and Design services; and

WHEREAS, subsequent to RFQ’s closing date of August 11, 2025, the Village received and evaluated five responses to the RFQ; and

WHEREAS, the Village’s procurement staff evaluated the RFQ responses and found that all responses were responsible and responsive; and

WHEREAS, the Village Evaluation Committee evaluated all five proposals on September 9, 2025, and determined a qualifications ranking; and

WHEREAS, the Village evaluation committee determined CW3 Engineering to be the highest ranked Proposer, the awarded Consultant and Village negotiated final terms of this Agreement and Consultant has accepted the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Consultant shall provide the services as outlined in **Attachment A**, hereinafter referred to as the “**Scope of Services**.” This Agreement shall consist of the following Contract Documents:

- This Agreement
- The RFQ and Addendum Summaries if applicable
- The Consultant’s Proposal

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later.

ARTICLE 2: COMPENSATION. The Consultant shall be compensated in the amounts and at the times set forth in **Attachment B**, hereinafter referred to as “**Compensation**.” Contractor will

hold the labor rates in Attachment B constant for the first year of the Agreement. Beginning on the second year of the Agreement, and on annual basis thereafter, Consultant's hourly rates will increase by a percentage equal to the then applicable annual percentage increase in the consumer price index (CPI). Labor rates do not include travel or other direct costs. Travel costs will be billed in alignment with the US General Services Administration (GSA) Federal Travel Regulations. Other direct costs may include printing and reproduction, facility rental, or equipment rental.

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF VILLAGE STAFF AND ASSETS. The Consultant shall not be permitted to utilize any Village personnel, equipment, electronic systems or other Village subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Attachment A**. Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement. To ensure this restriction is complied with, neither the Consultant, nor any of its staff assigned to perform the required services, shall engage in any other employment or contractual work, or have or hold any other employment or contractual relationship or interest, which would create a conflict of interest between Consultant's duty to the Village set forth herein and the Consultant's duty to any other person or entity.

ARTICLE 4: The Consultant shall be obligated to follow all CDBG-DR terms and conditions as set forth in **Attachment C**.

ARTICLE 5: TERM AND RENEWAL OF AGREEMENT. Notwithstanding the date of execution, the initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall continue until December 30, 2028, or until terminated as provided for herein. Upon mutual agreement of the parties, this Agreement may be extended.

ARTICLE 6: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (90) days written notice of intent to terminate.

ARTICLE 7: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement, to the following:

If to Village:

Village of Estero
Attn: Village Manager
9401 Corkscrew Palms Circle
Estero, FL 33928

If to Consultant:

CW3 Engineering, Inc.
Attn: Clair Wright
5783 Bayshore Road, Suite 113
N. Fort Myers, FL 33917
cwright@cw-3.com

A: PUBLIC RECORDS. The Consultant shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Consultant shall:

- (a) Keep and maintain public records required by the Village to perform the services provided hereunder.
- (b) Upon request from the Village's custodian of public records, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Village.
- (d) Upon completion of the Agreement, transfer, at no cost, to the Village all public records in the possession of the Consultant or keep and maintain public records required by the Village to perform the service. If the Consultant transfers all public records to the Village upon completion of the Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the information technology systems of the Village.
- (e) According to Florida State Statute 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

If the Consultant fails to comply with the requirements in this Article 7, the Village may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Village within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

**IF THE CONSULTANT HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA
STATUTES, TO THE CONSULTANT'S DUTY TO**

PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONSULTANT SHOULD CONTACT THE VILLAGE'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (239.221.5035), E-MAIL (records@estero-fl.gov), OR MAIL (VILLAGE OF ESTERO, OFFICE OF THE VILLAGE CLERK, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FLORIDA 33928.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Given the nature of this Agreement, this expressly includes all CDBG, FEMA, ARPA, FDEM and any other federal or state regulations related to grant management and administration, as those regulations are incorporated into the various grant agreements Consultant will be assigned to manage. Additionally, the Consultant agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Consultant must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement. At all times Consultant shall maintain its lawful authority to conduct business in Florida.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Consultant to Village shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Consultant or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the Village. The Village shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Consultant in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Consultant shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the Village as provided for herein, Consultant agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the following coverages and coverage limits:

- a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

- b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)

- c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident

\$500,000 disease limit

\$500,000 disease - policy limit

- o The required minimum limit of liability shown in a. or b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies" in which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Proof of such insurance will be provided to the Village upon request.

E: NON-ASSIGNABILITY. The Consultant understands that the nature of the services to be provided under this Agreement are highly specialized and the Village will rely heavily on the specific institutional knowledge and experience of the Consultant's staff to be assigned to perform the services. Therefore, Consultant may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the Village. In the event Consultant's experienced staff assigned to perform the work no longer work for Consultant, or Consultant ceases to assign such staff to perform the services required in this Agreement, and Consultant does not immediately assign acceptable replacement staff, the Village may terminate the Agreement immediately.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the parties shall be cumulative and either party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Consultant is not eligible to enter into, or renew, this Agreement if:

- (i) The Consultant is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);
- (ii) The Consultant engages in business operations in Cuba or Syria; or
- (iii) The Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Consultant acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Consultant shall notify the Village if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Consultant to the Village within ten (10) days of the date of such occurrence.

In the event the Village determines, using credible information available to the public, that the Consultant has submitted a false certification or that Consultant is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the Village may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Consultant, pursuant to Florida Statutes § 287.135. In addition, the Village may pursue any and all other legal remedies against the Consultant.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, *et seq.*, and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Consultant's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the Village.

Pursuant to Florida Statutes § 448.095(5), Consultant shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Consultant's contract with Village cannot be renewed unless, at the time of renewal, Consultant certifies in writing to the Village that it has registered with and uses the E-Verify system. If Consultant enters into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Consultant with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Consultant shall maintain a copy of such affidavit for the duration of the contract. If Consultant develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Consultant shall terminate the contract with the subcontractor. If the Village develops a good faith belief that Consultant has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the Village shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above circumstances is not a breach of contract and may not be considered as such.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Consultant releases and shall indemnify, hold harmless each Village Indemnified Party (defined as the Village, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Consultant, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Consultant be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the Village of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the Village expressly reserves these rights to the full extent allowed by law.

ARTICLE 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Lee County, Florida. Venue for any federal court action shall be in the Ft. Myers Division of the United States District Court for the Middle District of Florida.

ARTICLE 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: LIQUIDATED DAMAGES. For each deliverable/task due date agreed to by the Village Project Manager and Contractor, a penalty of \$500 per day will be assessed for each business day that the deliverable exceeds the agreed upon due date. The penalty will be assessed against accounts payable to the Contractor under this Contract. Each penalty shall be limited to \$10,000. The Contractor shall not be assessed a penalty for delays due to circumstances not subject to its control. Upon mutual agreement between the Village and the Contractor, the deliverable/task timelines may be adjusted and formalized through a change order executed by both parties.

ARTICLE 13: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 14: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 15: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

ARTICLE 16: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

ARTICLE 17: CHANGES. Modifications to alter the method, price, or schedule of the work for any reason shall be completed following the terms and provisions of the associated contract documents. No changes to the contract to the contract documents or the performance provided shall be made unless the same are in writing and signed by both the Consultant/Contractor/Vendor and the County.

ARTICLE 18: EMPLOYEE RECRUITMENT. During the term of this Agreement and for eighteen months thereafter, the vendor/contractor/consultant shall not solicit, recruit, offer employment to, or hire, or attempt to solicit, recruit or hire, any employee of the Village for any position located in Florida, Texas, Georgia, South Carolina, North Carolina, Arizona, or California. The Parties agree that this provision is reasonable and necessary in order to preserve and protect the Village's staff capacity, its investment in the training and development of its employees, the stability of its workforce, and to deter any motive to use a public position for private

gain. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that vendor/contractor/consultant violates this section during the specified period, at the Village's sole option, vendor/contractor/consultant shall either pay to the Village a placement fee equal to 200% of the employee's annual compensation including benefits and bonuses or, alternatively, vendor/contractor/consultant shall consent to a judicial decree ordering the dismissal of the employee.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

CW3 Engineering, Inc.
5783 Bayshore Road, Suite 113
N. Fort Myers, FL 33917

Village of Estero

By: _____
Clair Wright, III, P.E.

By: _____
Steve Sarkozy, Village Manager

Date: _____

Date: _____

ATTACHMENT A: SCOPE OF SERVICES

CW3 Engineering, Inc. (hereinafter referred to as CONSULTANT) is to provide the Village of Estero (hereinafter referred to as the VILLAGE) the following Professional Services for the Broadway West Safety and Drainage Design improvements. Plans preparation and permitting of roadway, pedestrian, and drainage improvements are anticipated. The following items will comprise the scope of work anticipated for the project.

PROJECT DESCRIPTION

The project includes the western ± 1.6 miles of Broadway Ave. W., a 2-lane local undivided rural major collector roadway west of US 41. The existing posted speed is 25 mph from Armada Ct. to Pine Tree Lane and 35 mph from Pine Tree Lane to US 41. The existing typical section within these limits generally consists of 9' to 11' lanes with unpaved/undefined shoulders. The eastern ± 0.13 miles was reconstructed circa 2013 by the Florida Department of Transportation (FDOT) as part of the US 41 improvements. This section generally consists of a 2-ln urban section with Type F curb and gutter, 12' lanes and 12' eastbound turn lane (thru-left). This segment includes a combination of both closed drainage with curb inlets and open swales with flumes. Open drainage swales exist throughout much of the remaining corridor (north and south sides) with sections of closed drainage beneath shallow roadside swales. Stormwater is generally conveyed from east to west along the roadway then from north to south with ultimate outfall to the Estero River. The VILLAGE has indicated no known flowing or drainage conveyance issues along the roadway corridor. Steep drop-offs exist adjacent to the roadway, particularly at cross drain locations. Erosion and undermining of the existing pavement are evident at several of these locations.

A $\pm 6'$ sidewalk currently exists along the south side of the roadway between Pine Tree Lane and US 41 with a short section of sidewalk between Sherill Lane and Luettich Lane along the north side of the roadway which is partially outside of the right-of-way. Based upon preliminary information provided by the VILLAGE, existing right-of-way widths vary throughout the corridor ranging from an estimated 50' to 89'. The corridor is bordered by both residential and park properties.

GENERAL UNDERSTANDING

CW3 understands that the VILLAGE would like the project to focus on addressing safety, such as roadside hazards along the shoulder, drainage infrastructure improvements and pedestrian improvements with the desire to provide pedestrian sidewalks along both sides of the roadway within a constrained right-of-way. Landscape will be limited but is desired in locations where existing right-of-way permits. Aside from sidewalk considerations along the north side of the eastern 0.13 miles, the project is expected to tie-into the FDOT improvements previously constructed circa 2013. Right-of-way acquisition is not anticipated. No work within the FDOT right-of-way is anticipated.

- **Concept** - The conceptual analysis and data collection for the project to determine the level of project needs and impacts focusing on roadside safety, drainage and pedestrian improvements along Broadway Ave. W. Design improvements at the Broadway Ave. W. and US 41 intersection are excluded.

- Design & Permitting - The design, permitting and bidding phases of the safety, drainage, pedestrian and roadway improvements based upon the approved concept and typical section.
- Construction - The construction phase of the project. The construction scope of services will be negotiated at a later date.

The project is funded in whole or in part by state transportation funds (FPN 454891-1-34-01) and federal HUD CDBG-DR Grant (B-23-UN-12-0002) funds. CW3 understands the project will be designed in general accordance with applicable sections of the following roadway design standards:

- Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD), 2023 Edition
- A Policy on Geometric Design of Highways and Streets (AASHTO Greenbook), 2018 Edition
- AASHTO Roadside Design Guide, 2011 Edition
- Florida Department of Transportation (FDOT) Standard Plans, FY 2025-26
- FDOT Drainage Manual, January 2025 Edition
- FDOT Drainage Design Guide, 2024 Edition
- FDOT Standard Specifications, FY 2025-26

1. **PROJECT MANAGEMENT**

This task includes project meetings, administration and coordination during the design phase of the project. Meetings and general services which are included in this task are as follows:

- One (1) Project kick-off meeting.
- Two (2) VILLAGE Council Meetings. Consultant will present Design Concepts.
- Project Scheduling (Initial Project Schedule and 6 Updates)
- Monthly Progress Meetings (23)
- Coordination Meetings
 - Three (3) utility coordination meetings with Communications Utility Agency/Owners
 - One (1) utility coordination meeting with FPL
 - One (1) coordination meeting with LCU.
 - Two (2) coordination meetings with SFWMD
 - Five (5) miscellaneous meetings at the VILLAGE's discretion.
- Provide project coordination with the VILLAGE of Estero. This task includes general project management and other administrative services including but not limited to supervision, quality control, email correspondence, contract file set up and maintenance, phone conversations, etc.

2. **Public Involvement (Services provided by Cella Molnar)**

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

INITIAL PUBLIC OUTREACH

Project planning & coordination with project team

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

Attend Design Progress Meetings

- The SUB-CONSULTANT shall attend project progress meeting to obtain the most up-to-date information from the engineer on the status of the project.
- Attend Coordination Meetings with VILLAGE
- The SUB-CONSULTANT shall attend coordination meetings with VILLAGE staff/officials to obtain the most up-to-date information on the project.

DESIGN PUBLIC INVOLVEMENT ACTIVITIES

Prepare mailing list database

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

Prepare email database

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

Project Kick-off newsletter (1)

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

Communicate & coordinate onsite visits with affected parties

- The SUB-CONSULTANT shall schedule and attend onsite meetings with property owners/tenants to discuss their concerns.

Posters/Flyers

- The SUB-CONSULTANT will prepare and distribute posters and flyers to local businesses and organizations with details about the project.

Social Media

- The SUB-CONSULTANT will prepare social media posts to be posted to the VILLAGE accounts.

Press Release/Media

- At the beginning of and throughout the project as needed, the SUB-CONSULTANT shall provide up to two (2) press releases to media and assist with media interviews.

DESIGN PUBLIC MEETING – Design Public Meetings (2)

Secure meeting sites

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

Newsletters (2)

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

Prepare press release for public meetings

- The SUB-CONSULTANT shall provide press releases to announce the public meetings.

Prepare advertisement for public meetings

- The SUB-CONSULTANT shall provide advertisements to announce the public meetings.

Develop & prepare meeting materials

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

Attend, Setup, and Breakdown at Public Information Meetings (2)

- The SUB-CONSULTANT shall schedule and attend two (2) public meetings, assisting with meeting setup and breakdown.

Tech Memorandum

- The SUB-CONSULTANT shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments in the form of a meeting summary.

SMALL GROUP MEETINGS

Small Group Meetings (2)

- The SUB-CONSULTANT may be required to attend small group meetings, including stakeholders, homeowner's associations, civic and business organizations.
- Assumes attendance of up to two (2) small group meetings.

PUBLIC INQUIRIES

Respond & record requests/concerns from the public

- At the beginning of the project, the SUB-CONSULTANT shall establish a telephone hotline and shall maintain and record all calls throughout the project.
- CONSULTANT will coordinate with the project team and assist in the preparation of responses to public inquiries for VILLAGE distribution.

PROJECT WEBPAGE

Develop and maintain project webpage

- The SUB-CONSULTANT will prepare and maintain a project webpage to provide information on project events and status. The SUB-CONSULTANT will provide a page to respond to questions and solicit email for a list of interested stakeholders in order to provide progress and/or informational electronic mailings.

3. PRELIMINARY ENGINEERING ANALYSIS (CONCEPTUAL)

The CONSULTANT shall perform the services outlined in this section necessary to develop design alternatives for proposed roadway safety, drainage and pedestrian improvements. This effort consists of collecting pertinent data, analyzing and comparing viable alternatives, and documenting engineering decisions and recommendations. The CONSULTANT will coordinate and perform the appropriate level of engineering analysis for this project.

3.1. Engineering Data Collection

The CONSULTANT will perform a preliminary assessment of the project limits from an engineering standpoint including site visit(s) and collection of pertinent data necessary to perform adequate evaluation of the site location and nearby improvements. The conceptual phase will utilize available GIS, aerials, and limited survey data in advance of obtaining full design survey. Assessment shall include the following:

- Visual observation of current conditions and intersection inventory.
- Review of available data

3.2. Preliminary Traffic Data and Analysis (Services provided by Johnson Engineering)

Consultant will collect traffic data and analyze as follows:

- Traffic and Pedestrian Data Collection: The Consultant will obtain one-day A.M. and P.M. peak two (2) hour Turning Movement Counts for up to five (5) intersecting side streets located within the project limits as coordinated with the VILLAGE.
- CONSULTANT shall review existing traffic data for growth rates and traffic patterns including previous Village of Estero Traffic Count Reports and FDOT count stations.
- Review crash data provided by VILLAGE
- If the VILLAGE of Estero determines that additional data collection is necessary during the permitting phase of the project, it will be in addition to this scope and fee.
- Provide recommended turn lane lengths for existing roadway areas with existing turn lanes (Terra Vista, Blvd., Breckenridge Drive, Riverwoods Plantation Blvd.). No other new turn lanes are anticipated.
- A field inventory will be provided and will include the existing geometry, speed limits, signing and marking. The inventory will include right-of-way as identified by the surveyor.
- The Consultant will develop the following in support of the analysis, evaluation and findings for the design alternatives.
 - Opening Year and Design Year Traffic Volume Forecasts:
 - Based on the agreed methodology between the VILLAGE and Consultant, the Consultant will develop Opening Year and Design Year traffic turning movement volumes for the AM and PM Peak Hour analysis periods.
 - Traffic Technical Memorandum: Consultant shall prepare a traffic technical memorandum summarizing the roadway conceptual alternatives for the project.

3.3. Preliminary Lighting Analysis (Services provided by Johnson Engineering)

The CONSULTANT will perform a preliminary assessment of the roadway corridor and crash data to determine the applicability of corridor lighting, intersection lighting, or midblock crossing lighting.

3.4. Preliminary Roadway Analysis

This task will involve the review of the existing corridor and development of the preliminary geometric design alternatives for the proposed roadway safety and pedestrian improvements considering existing conditions and available right-of-way. The project will evaluate options to

improve roadside safety and providing pedestrian facilities along both sides of the roadway. Existing lane widths, cross slope, horizontal and vertical geometry will be reviewed in accordance with applicable standards. Turn lane improvements will be considered Terra Vista, Blvd., Breckenridge Drive, Riverwoods Plantation Blvd. in accordance with preliminary TTM recommendations.

3.5. Preliminary Drainage Analysis

This task includes the preliminary analysis of roadway and surrounding area drainage system(s) which may include swales and piping systems along with modifications of the existing drainage system. Anticipated drainage systems include open and closed conveyance for onsite/offsite runoff conveyance(s). Nutrient Loading Analysis may be required. Exfiltration systems could be proposed under/near the potential sidewalk areas on both sides of Broadway Ave. W. within the project limits and may be required as a treatment mechanism due to right-of-way constraints. Additional dry detention/retention may be required. Extensive offsite pond location analysis for stormwater management and flood plain compensation is not included. All stormwater management is anticipated to be provided within VILLAGE right-of-way. Preliminary drainage analysis will identify whether the additional storage areas can be provided within the existing right of way or if the VILLAGE will need to secure additional right-of-way. Additional coordination services will be required in the event right-of-way acquisition is necessary. Consultant will evaluate and coordinate with SFWMD to determine if the project can qualify for an exemption. The CONSULTANT shall attend one (1) pre-application meeting with the South Florida Water Management District (SFWMD) to determine what level of drainage improvements and permitting may be required.

- **Drainage Map**
Create a (pre-condition) working drainage basin map to be used in defining the system hydrology for immediate project and surroundings. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system.
- **Identify if additional cross drains are recommended.**
- **Preliminary Analysis of Ditches/Stormwater Management Facilities**
Analyze roadway linear stormwater management facility/conveyance/outfall ditches. This task includes preliminary capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, design of side drain pipes, and documentation. Perform preliminary routings, pollutant/nutrient loading calculations, recovery calculations, outlet control structure(s)/concepts. Analyze preliminary exfiltration system requirements to provide stormwater treatment and attenuation. Identify location for percolation tests and review these, determine the size and length of systems and preliminarily design the control structure/weir, and model the system of inlets, conveyances, and other outfalls using ICPR.

3.6. Initial Utility Coordination

The CONSULTANT will identify existing Utility Agency Owners (UAO's) within the project area as indicated by Sunshine State One Call. "Greenlines" of existing facilities will be requested of the UAO's to ascertain if any major utility improvements are needed as a result of the intended improvements. This work does not include any actual RGB's (included in Task 6 Utility

Coordination) or Utility Relocation Plans. The CONSULTANT makes no guarantee of the timely cooperation of the various UAO's. Existing utility facilities requiring relocation will be designed by the utility owner.

3.7. Preliminary Signing & Marking Analysis

This task involves the conceptual stage signage and pavement markings for the roadway, bike and pedestrian alternatives in accordance with the current editions of the FDOT Standard Plans, FDOT Specifications and the Manual of Uniform Traffic Control Devices. Signing and markings will be provided for conceptual exhibits only. Conceptual signing and marking will be included for all of the intersecting side streets impacted by the project's design. No overhead, cantilever or special guide signs are included. Restriping of US 41 is not included.

3.8. Engineering Analysis

Utilizing the data collected as part of this scope of services, the CONSULTANT will perform analysis necessary to determine the preferred alternative for corridor. The analysis shall consider the following major considerations:

- Safety
- Cost
- Pedestrian Accommodations
- Environmental factors / Regulatory Permitting Requirements
- Right-of-way impacts

Conceptual Plan Development

The CONSULTANT will develop and analyze conceptual design alternatives.

The objective of the conceptual design and preliminary engineering analysis is to develop design alternatives based on standard engineering practice which provide facility improvements commensurate with the social, economic, and environmental impacts involved. The CONSULTANT will recommend to the VILLAGE design alternatives for desired improvements. The design of the proposed improvements will be established and developed in conceptual form. Conceptual analysis could include up to two (2) mid-block crossing locations based upon need and demand.

The CONSULTANT will identify, develop, and analyze the design alternatives. The CONSULTANT will assess:

- Horizontal alignment (for roadway and pedestrian improvements)
- Typical section
- Roadside safety (slopes, drop-offs, clear zone, lateral offset, etc.)
- Pedestrian connectivity - In the event the pedestrian facilities are not feasible along both sides of roadway corridor, pedestrian traffic counts will be reviewed in consideration of mid-block crossings to maintain pedestrian continuity.
- Preliminary drainage needs
- Preliminary easement needs (if any)
- Existing utility impacts (if any)

- Extent of improvements required along intersecting roads (if any)

Typical Section Evaluation

Up to Nine (9) Typical Section alternatives (3 per concept) will be developed for VILLAGE approval and are anticipated to consider both two-lane urban and rural section alternatives. Typical section approval by the VILLAGE will be necessary to proceed with Phase II design components.

Alignments

The general roadway alignment is expected to follow the existing alignment to minimize impacts. Proposed sidewalk(s) alignment shall be developed where needed. Alignments may be refined in conjunction with the typical sections to identify design alternatives.

Preliminary Cost Opinions

The CONSULTANT will develop a budget-level cost estimate for each alternative including construction and CEI cost. The right-of-way cost, if necessary, will be based on the property appraiser's tax assessment value increased by a percentage to be determined by the VILLAGE and the CONSULTANT. Utilities within the corridor are assumed to be located within VILLAGE right-of-way and non-compensable. If necessary, an agreed upon budgetary LS can be applied for compensable utility relocation costs as determined by the VILLAGE and the CONSULTANT.

3.9. Preliminary Design Summary

Consultant will provide a brief preliminary concept exhibit summary based upon the following:

- Concept Exhibits
 - Broadway Ave. W.
 - Up to three (3) concept plans considering both urban and rural facilities, pedestrian, and drainage alternatives
 - Up to three (3) typical sections for each corresponding concept plan (up to nine (9) total)
 - Up to three (3) lighting design concepts considering full corridor lighting, intersection lighting only, and lighting of mid-block crossings only (up to two (2) locations if needed).
 - Exhibits should include presentation quality images for public and Council presentations.

- Memorandum

Summarize the above noted components for the project with recommendations to proceed with the design phase of the project. Memorandum shall be used by the Village to provide Consultant direction to proceed with design services. This memorandum will include a summary of findings and/or matrix and copies of the preferred alternative typical sections and concept plans. The memorandum shall be submitted in DRAFT format and reviewed by the VILLAGE. Assumes one

(1) round of comments and responses with incorporation into the Final Memorandum provided to the VILLAGE.

4. **ROADWAY ANALYSIS & PLANS**

This task will involve the final analysis and plans development of the concept plans and typical section approved in the Phase I analysis.

- Pavement design will be based upon Village Code minimum for major collector roadway consisting of the following:
 - 1.5" S-I (or equivalent) and 1" Type S-III (or equivalent) Asphaltic Concrete
 - Optional Base Group 9
 - 12" Stabilized Subgrade (LBR 40)
- Analyze and document potential roadway improvements in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
- Vertical profiles will be reviewed; however no major modifications are anticipated due to right-of-way width and adjacent tie-in characteristics.
- The roadway plan and where needed profile sheets will be developed at 1" = 40'.
- Cross sections will be developed for the roadway at 50' intervals and at special locations as deemed necessary by the Consultant.
- No Lee Tran bus stop design(s) are included. Existing school bus stops at the intersections of Pine Tree Ln., Sherill Ln., and Luettich Ln., are desired to remain and will be reconstructed and/or improved if impacted by the proposed improvements.
- Temporary Traffic Control Plans (TTCP)

TTCP is often heavily predicated on contractor means and methods. As such, Level I (conceptual) TTCP will be provided and consist of the following:

 - Typical Sections – Up to three typical section phases included to be developed.
 - General phasing and notes will be developed based upon the intended construction sequence.
 - Typical advanced warning signage will be developed for side streets, and eastbound approach on Broadway Ave. W. at US 41.
 - Detours – Not included.
 - No Plan Sheets will be developed.
 - No cross sections or temporary diversions are anticipated nor included.
 - No quantities will be developed.
- Roadway Plans
 - The Consultant shall prepare a set of Roadway Plans in accordance with FDOT Standard Plans and the Florida Greenbook. Plans are anticipated to include the following:
 - Key Sheet
 - Typical Sections

- Cross Slope Correction/Overbuild Details
 - General Notes/Pay Item Notes
 - Project Layout
 - Drainage Map
 - Plan/Profiles
 - Special Profiles
 - Back of Sidewalk Profiles (as applicable)
 - Intersection Layout Details
 - Special Details
 - Soil Survey Sheets (provided by Geotech)
 - Drainage Structures
 - Cross Sections
 - Temporary Traffic Control
 - Utility Adjustment Sheets
 - Project Control Sheets
 - Erosion Control Plan
 - SWPPP
- The CONSULTANT shall prepare the documentation necessary to gain VILLAGE and/or FDOT approval of up to two (2) appropriate Design Variation Memorandums, if necessary, in accordance WITH Chapter 14 of the Florida Greenbook (FGB). A Project Design Variation Memorandum (FGB Form 14-A) shall be prepared to document all non-controlling design elements for a project that do not meet FGB criteria. Those elements requiring a more detailed analysis, as per FDM Section 122.2, shall be considered an additional service.
 - Roadway Quantities for Estimated Quantities (EQ) Report
 - The CONSULTANT shall determine roadway pay items and quantities and the supporting documentation.

5. DRAINAGE ANALYSIS

This task includes the analysis of roadway and surrounding area drainage system(s) which may include swales and piping systems along with modifications of the existing drainage system. Anticipated drainage systems include open and closed conveyance for improving positive runoff conveyance(s) (to the existing outfall locations within the Broadway Ave. W. right-of-way) within the noted project limits. Nutrient Loading Analysis will be conducted if required by the regulatory agencies. All stormwater management is anticipated to be provided in the Village right-of-way. No offsite pond siting is included. Additional coordination services will be required in the event right-of-way acquisition is necessary. Consultant will evaluate and coordinate with SFWMD to determine if the project can qualify for an exemption and/or General Permit.

- Analysis of Ditches/Stormwater Management Facilities
 - Analyze roadway linear stormwater management facility/conveyance/outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, design of side drain pipes, and documentation. Perform routings, pollutant/nutrient loading calculations, recovery calculations, outlet control structure(s) design if required by regulatory agencies. Consultant will utilize percolation test data obtained in Phase I for design parameters to determine the size and length of systems to be able to design and model the system of

inlets, conveyances, and other outfalls using ICPR. These systems are anticipated to be located under the proposed sidewalks on Broadway Ave. W. No off-site stormwater management facility design analysis is included.

- Base Clearance Analysis – The VILLAGE has noted no existing base clearance issues. As such, evaluation of base clearance is not included, and existing base clearance will be maintained at a minimum.
- Floodplain Compensation Analysis
 - Not included. Can be provided, if necessary, as an additional service.
- Design of Storm Drains
 - Delineate contributing drainage areas, determine runoff, inlet locations, and gutter spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses) if not directly connected and/or immediately adjacent to proposed exfiltration/french drain system(s). Determine design tailwater and, if necessary, outlet scour protection.
- Drainage Design Documentation Report
 - Compile drainage design documentation into memo/report format. Include documentation for the drainage design tasks and associated meetings and decisions, except for stand-alone reports.
- Drainage Quantities for EQ Report
 - The CONSULTANT shall determine drainage pay items and quantities and the supporting documentation.

6. UTILITY COORDINATION

This task will include contacting and providing information to utility providers that own or maintain facilities within and adjacent to the project area. Activities include:

- Prepare contact letters to all affected utility owners, along with a copy of each plan submittal at Concept, 60, and 90% milestones for markups by the respective utility owners.
- Attend Utility Coordination Meetings provided under Project Management (at Village with Utility Owners).
- Existing utility facilities requiring relocation will be designed by the utility owner. Utility relocation plans are not included in this scope of services.
- Coordination with adjacent Broadway W. Water Main and Sewer Improvements (Phases A, B and C).
- Develop a Utility Conflict Matrix including populating and coordination of the utility conflict matrix for proposed drainage structures, drainage pipes and proposed above ground appurtenances.

7. PERMITTING

Consultant to prepare and submit permit applications for the following agencies.

- South Florida Water Management District (SFWMD)

- New Individual Permit – Broadway Ave W. – Note: This scope of services assumes a new individual permit for budgeting purposes, however the CONSULTANT will coordinate early with permitting agencies to determine whether the proposed improvements qualify for an exemption and/or General Permit.
 - Modification – US 41 from Corkscrew Rd to San Carlos Blvd., Permit No. 36-07278-P (if required)
 - Water Use Permit – Irrigation (if required)
- U.S. Army Corps of Engineers (USACE) Nationwide or Section 404 permit (if required)
- Village of Estero
 - Village of Estero Limited Development Order – It is assumed that only one LDO is required for the entire project/corridor and includes one (1) round of comment responses.

8.1.Environmental Assessment (Services provided by Johnson Engineering)

Habitat Mapping & Protected Species Assessment

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

Deliverables

- FLUCFCS Map
- Protected Species Assessment

Environmental Permitting Assistance

- South Florida Water Management District (SFWMD): SUBCONSULTANT will assist the project engineer with the SFWMD Environmental Resource Permit Applications (ERP) to address surface water impacts that may be associated with the project. SUBCONSULTANT will prepare an environmental supplement report, inclusive of existing and proposed conditions/impact maps, and complete Section C of the ERP application, as may be needed, based on project design. Based on the understanding that project impacts will be limited to the

existing cleared right-of-way, no wetland impacts are anticipated with the project. Mitigation is not anticipated to be needed for ditch impacts, but should it become necessary with the agencies during permitting, this scope assumes mitigation will be accomplished through the purchase of mitigation credits from an approved mitigation bank. SUBCONSULTANT will meet with SFWMD staff during the permitting process to verify field conditions and assist with response to up to two (2) requests for additional information (RAIs), if needed, for the application to be deemed complete. Coordination regarding any potential impacts to State listed species is anticipated to occur with the FWC through the SFWMD ERP process.

- **Section 404 Permitting or No Permit Required:** Dependent upon project design and resulting surface water impacts that may be required, it may be necessary to apply for a Section 404 permit from the U.S. Army Corps of Engineers (USACE) if the impacts are connected to jurisdictional waters. Assuming jurisdictional surface water impacts would be less than 0.5 acres, SUBCONSULTANT would coordinate with the project engineer and VILLAGE of Estero to apply for a Nationwide Permit. The same environmental supplement prepared for the SFWMD ERP application would be used to support the USACE Nationwide Permit application, with supplemental USACE data forms included. If it appears proposed ditch impacts are not jurisdictional, SUBCONSULTANT will put together an application for a jurisdictional determination and request verification from the USACE that no permit is required (NPR). SUBCONSULTANT will meet with agency personnel in the field to verify site conditions and respond to up to two (2) requests for additional information to support either the Nationwide Permit application or NPR verification process. If Section 404 permitting is required, informal consultation with the USFWS for the project's potential effects to federally listed species would occur through the federal permitting process. If the project receives an NPR verification, a technical assistance request may be made directly to the USFWS, as detailed in the task below.
- **USFWS Technical Assistance Request (if required):** the project falls within the USFWS consultation area for the Florida bonneted bat and is located within the 18.6-mile Core Foraging Area (CFA) of a known wood stork colony. If a Nationwide Permit is not needed for the project, and the project results in potential habitat impacts to federally listed species, a technical assistance request may be needed. SUBCONSULTANT would submit the technical assistance request through the USFWS's Information for Planning and Consultation (IPaC) online system, through which a USFWS biologist would be assigned to review the project. Based on the limited scope of potential habitat impacts associated with the project, it is anticipated either a "No Effect" or "May Affect but unlikely to Adversely Affect" determination should be obtained for federally listed species. SUBCONSULTANT will work with the USFWS to address questions for the Technical Assistance to be deemed complete. However, if additional species-specific surveys and/or species mitigation are needed through that review process, additional scope and fee may be needed to address the same.

8.2.Cultural Resource Assessment Survey (CRAS) (Services provided by Archaeological Consultants, Inc.)

The SUB-CONSULTANT shall analyze the impacts to cultural resources by reviewing the project scope and prepare a Cultural Resource Assessment Survey (CRAS) Report. Background research

will be conducted prior to going into the field to identify previously recorded resources and the potential for newly identified resources within the project Area of Potential Effects (APE).

The archaeological survey will include a visual reconnaissance followed by subsurface testing with the appropriate number of test pits being excavated. If any archaeological sites are located, a Florida Master Site File (FMSF) form will be prepared. In addition, the SUB-CONSULTANT will identify any historic resources within the project APE, both previously recorded and newly identified. A FMSF form shall be prepared for all newly identified and updated previously recorded that have not been evaluated by the State Historic Preservation Officer (SHPO) or that have been substantially altered since they were recorded. Enough data shall be collected to document the significance of each in terms of eligibility for listing in the National Register of Historic Places (NRHP). The CRAS shall be prepared with appropriate documentation detailing the results of the survey and final assessments of resource significance. If any NRHP-eligible or NRHP-listed properties are identified within the APE, then additional documents may be required, such as a Section 106 Case Study, to document the proposed alignments and effects on the historic resource(s).

All work shall be done to meet the standards contained in the Florida Division of Historical Resources' (FDHR) *Cultural Resource Management Standards and Operational Manual: Module 3* (FDHR 2003) as well as the requirements set forth in Section 106 of the *National Historic Preservation Act (NHPA) of 1966*, and Chapters 267 and 373 *Florida Statutes (FS)* and will meet the specifications set forth in Chapter 1A-46, *Florida Administrative Code (FAC)*. The Principal Investigators meet the *Secretary of the Interior's Historic Preservation Professional Qualification Standards (48 Federal Register 44716)* for archaeology, history, architecture, architectural history, or historic architecture.

8. SIGNING & MARKING ANALYSIS AND PLANS

CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums. No overhead or guide signs included. Includes up to two (2) mid-block crossings utilizing Solar Powered Rectangular Rapid Flashing Beacon Assembly if warranted by the traffic study and/or inability to provide pedestrian facilities along both sides of the roadway.

- Signing and Marking Plans (to be prepared as a component set)
 - Key Sheet
 - General Notes/Pay Item Notes
 - Project Layout
 - Plan Sheet
 - Typical Details
 - Special Details
- Signing & Pavement Marking Quantities for EQ Report
 - The CONSULTANT shall determine signing and pavement marking pay items and quantities and the supporting documentation.

9. LIGHTING ANALYSIS & PLANS (Services provided by Johnson Engineering, Inc.)

The CONSULTANT shall analyze proposed street lighting along Broadway Avenue. The CONSULTANT will evaluate the photometrics of the new fixtures along Broadway Avenue and determine the appropriate spacing and placement. This task would include photometric calculations and voltage drop calculations.

The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- Key Sheet
- Tabulation of Quantities
- General Notes/Pay Item Notes
- Pole Data, Legend & Criteria
- Service Point Details
- Project Layout
- Plan Sheet
- Special Details

10. LANDSCAPING ANALYSIS & PLANS (Services provided by Urban Green Studios)

CONCEPTUAL DESIGN ALTERNATIVES & SCHEMATIC DESIGN

- Review roadway design alternatives to become familiar with the proposed improvements and layouts. Make a site visit to review current conditions and the local context.
- Review FDOT roadway landscape design guidelines to establish design criteria for sightlines, tree planting clear zones, etc. Coordinate with CONSULTANT to define the landscape areas within the proposed typical cross-sections.
- Prepare a diagram for each alternative, with a green tone indicating potential areas for landscape.
- Prepare an Order of Magnitude cost estimate for each of the 3 alternatives for comparative purposes.
- Based on VILLAGE review and selection of a preferred alternative(s), prepare a Schematic Landscape Diagram to indicate specific areas, their criteria and the recommended planting types to be incorporated. Prepare a recommended Plant Palette and provide photo images for reference. Prepare "Typical" landscape treatments for the different conditions that may be repeated. Plans may be color rendered.
- Provide a Schematic Irrigation Diagram to show potential source and controller location, mainline routing and areas of irrigation coverage. The irrigation source will likely be a well, since re-use is not available.
- Prepare a Schematic level opinion of probable cost for the project elements.
- Meet with the Client and design team to review Schematic Design Diagrams and opinion of cost and receive comments and input.
- Attend up to two (2) public meetings to present the Conceptual alternatives and Schematic Design. Provide color exhibits, including a roll plot and cross-sections of the landscape areas.

DESIGN DEVELOPMENT (60%)

- Prepare 60% Landscape Plans and Plant Palette for the proposed roadway areas. Plans will indicate proposed plant selections. Note dimensions and offsets.

- Prepare 60% Irrigation Plans to indicate irrigated areas and types of coverage (spray heads, rotors, etc) and demand calculations.
- Prepare an opinion of probable cost for the landscape and irrigation.
- Meet with the Client and design team to present the 60% Plans and opinion of cost and receive comments and input.

CONSTRUCTION DOCUMENTS (90% and 100%)

- Prepare Construction Documents for Landscape and Irrigation. Landscape Plans will indicate species, locations, size specifications, spacing, and planting details. Irrigation Plans will include the head and piping layout, control valves, typical irrigation details and note tie-in to the proposed source and controller.
- If the Irrigation source is to be a well, the irrigation pump station is to be designed by others. SUBCONSULTANT will specify the performance criteria (PSI, GPM, etc), and water use calculations, and will coordinate with a pump station manufacturer to provide the pump station assembly details.
- Landscape and Irrigation Plans will be prepared in accordance with FDOT Standard Plans and the Florida Greenbook. Plans are anticipated to include the following:
 - Key Sheet
 - Summary of Pay Items
 - Tabulation of Quantities
 - General Notes/Pay Item Notes
 - Plant Schedule, Legend & Specifications
 - Irrigation Schedule, Legend & Specifications
 - Project Layout Plan Sheet
 - Planting & Irrigation Details
- Prepare Technical Specifications.
- Provide a list of bid items, quantities and Opinion of Cost.
- Prepare and submit the Construction Documents and attend a Design Review meeting with the VILLAGE and design team. Separate submittals will be made for the 90% and 100% plans.

PERMITTING

- Prepare and submit signed and sealed plans to the Village of Estero for an LDO. Provide one round of revisions to respond to staff review comments
- Provide signed and sealed plans for submittal to FDOT for review. Revise plans as required to address review comments.
- If the Irrigation source is determined to be a well, a Consumptive Water Use Permit will be required from SFWMD. SUBCONSULTANT will prepare the online application for the Water Use Permit; application fees will be the responsibility of the VILLAGE.

BIDDING ASSISTANCE

Attend one Pre-Bid meeting. Respond to bidders' questions, RFI's and assist with addenda and clarifications. Review and evaluate bids received.

11. SURVEY SERVICES (Services provided by Johnson Engineering)

11.1 Right-of-Way Boundary Survey

The CONSULTANT shall provide a boundary survey of the right-of-way for Broadway Ave. W. from Armada Court to US 41. Specific tasks include:

- Locate and collect positional data on existing plat monuments and property corners adjacent to the right-of-way.
- Process and analyze the positional data and review existing platted or dedicated rights-of-way, deeds, etc.
- Set corners at changes in directions along the established right-of-way where monumented corners do not exist.
- Set survey control points along the right-of-way centerline or an established survey baseline.
- Review title information as provided by the VILLAGE to establish the locations of easements and other possible encumbrances.
- Prepare a boundary survey drawing of the existing surveyed right-of-way.

11.2 Survey Control and Topographic Survey

The CONSULTANT shall perform survey tasks in accordance with applicable statutes and accepted survey practices. Surveying services shall be performed under the supervision of a Florida Licensed Surveyor and Mapper.

Horizontal and Vertical Project Control

The CONSULTANT shall:

- Provide horizontal data in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011).
- Provide vertical data in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).
- Establish and/or recover horizontal and vertical control for the project and set additional control points where necessary to provide a sufficiently densified project control network. This task includes the processing and analysis of field-collected data.
- Locate existing section corners and section lines where necessary.
- Prepare an electronic CAD base map of the underlying subdivisions, property lines, deeds, easements, alignments and control network.

Design Topo, Locations and Digital Terrain Model (DTM)

The CONSULTANT shall:

- Collect the horizontal data of visible above-ground improvements and visible above-ground utilities within the right-of-way and up to 20 feet beyond said right-of-way and 100' along cross streets.

- Collect topographic cross-sectional data on approximately 100-foot stations within the road rights-of-way and up to 20 feet beyond said road rights-of-way and 100' along cross streets where needed for design.
- Prepare a digital terrain model (DTM) of the collected topographic data to include break lines and high/low points.
- Provide assistance to the VILLAGE in developing legal sketch and descriptions for either easements, or roads to be dedicated for the public utilities, where required, and for the development of sketch and descriptions for the dedication of a roadway and right-of-way for conversion from a private to public roadway.

11.3 Right-of-Way Mapping (OPTIONAL SERVICE)

The CONSULTANT shall provide a boundary survey of the right-of-way for Broadway Avenue from the roadway western terminus at Armada Ct. to U.S. 41. Specific tasks include:

- Locate and collect positional data on existing plat monuments and property corners adjacent to the right-of-way.
- Process and analyze the positional data and review existing platted or dedicated rights-of-way, deeds, etc.
- Set corners at changes in directions along the established right-of-way where monumented corners do not exist.
- Set survey control points along the right-of-way centerline or an established survey baseline.
- Review title information as provided by the VILLAGE to establish the locations of easements and other possible encumbrances.
- Prepare a boundary survey drawing of the existing surveyed right-of-way.

12. GEOTECHNICAL SERVICES (Services provided by Ardaman & Associates, Inc.)

The scope of services includes multiple tasks including geotechnical explorations to develop recommendations to assist with the design of the project. Upon authorization, SUBCONSULTANT will proceed with the geotechnical explorations

PRE- EXPLORATION TASKS

Prior to beginning our field operations, SUBCONSULTANT will perform the following tasks:

- Review all available information.
- Review historical aerial photographs and/or previously conducted studies within the adjacent areas, if available.
- Develop a preliminary test location plan.
- Perform field reconnaissance of the site and layout of exploration elements in accordance with the test location map, when possible.
- Obtain approval of the preliminary test location plan.
- Submit permit applications to the applicable permitting agencies. Some agencies require signed forms as part of the application packets. SUBCONSULTANT will request VILLAGE signature(s), when applicable.
- Layout the proposed test locations in the field.
- Submit utility tickets to Sunshine State One-Call Center (SSOCC) in general accordance with the Underground Facility Damage Prevention and Safety Act. Florida Statute 240, Sections

556.101 through 556.111 established a statewide service, whereby persons or companies who plan to excavate the earth may advise the SSOCC of the location, date, and other operation particulars, to allow affected utility companies the opportunity to mark the location of their buried lines, prior to excavation. This service will require a lead time of between two and three business days, and it needs to be completed before commencement of drilling operations.

- Coordinate boring locations with utility companies for potential conflicts.

FIELD EXPLORATION

SUBCONSULTANT will perform the following field activities:

- Perform up to forty (40) roadway auger borings every 100 feet to a planned depth of 5 feet. Auger borings will be staggered on both sides of Broadway Avenue West within the project limits.
- Perform up to three (3) Standard Penetration Test (SPT) borings at the locations of the proposed stormwater structures to a planned depth of 20-feet each. Borings will be performed outside of the roadways to eliminate the need for maintenance of traffic (MOT).
- Estimate the Seasonal High Groundwater Level (SHGWL) at about half of the auger boring locations.
- Perform up to three (3) Infiltration Testing using the double-ring infiltrometer (DRI) at selected locations.
- Obtain up to eight (8) pavement cores from Luetlich Lane to US 41 (approx. 1 mi) to determine the thickness of the existing pavement for milling and resurfacing purposes.
- Collect and test up to five (5) Limerock Bearing Ratio (LBR) disturbed samples.
- Collect up to five (5) soil samples for corrosion series testing along drainage alignments to determine the corrosion classification to be considered during design.

Auger borings will be drilled either with machinery, power augers, or manually, hand augers. Power auger borings are drilled using a rotary drill rig equipped with a continuous flight, helical auger with a cutting head at its end. The samples will be recovered by withdrawing the auger out of the ground without rotation. Hand augers are drilled by advancing a 3-inch diameter hand bucket auger with a cutting head into the ground. The bucket auger is retrieved at approximately 6-inch intervals and its contents are emptied for inspection. The boring is terminated at the planned depth or at refusal. Refusal happens when the presence of underground materials that prevent further advancement of the auger. The auger borings will be drilled to a planned depth of 5 feet.

The SPT borings will be drilled using a procedure consistent with the one outlined in ASTM D-1586. The borings will be sampled at 18-inch intervals to 10 feet deep and at 5-foot intervals thereafter to the termination depth. Each sample will be removed from the sampler in the field and then examined and visually classified by our crew chief.

Water level observations in the boreholes will be logged during the drilling operation. The obtained soils will be described, and representative samples will be put in bags or jars and will be returned to the laboratory for classification and testing, if necessary.

The Double-Ring Infiltration (DRI) test is commonly used in Florida to measure the infiltration rates. The infiltration rate of a soil is the maximum rate at which water can enter the soil from the surface under specified conditions. The DRI test consists of driving two open cylinders, approximately 20 inch high and 12 to 24 inch in diameter, concentrically into the ground. Both

cylinders are partially filled with water. As the water infiltrates into the soil, measured volumes are added to keep the water levels constant. The volumes of water added to the inner ring and to the annular space during a specific time interval are converted into infiltration rates, expressed in units of length per unit time. DRI testing will be conducted using methods consistent with ASTM D-3385.

SUBCONSULTANT will obtain pavement cores of the asphaltic concrete for the Broadway Avenue West project. A 4-inch diameter core barrel will be used to obtain the pavement core specimens. The cores will be visually reviewed for layer thickness and layer types. The base will be measured for thickness in the field. Measurements will be recorded to the nearest 0.1-inch. The core holes will be filled with cold-patch and the patching material will be compacted in layers.

Samples for corrosion series testing will be obtained for this project. Soil samples will be transported in bags and water samples will be collected in plastic containers; bags and containers will be clean and free of contaminants. Corrosion tests include pH of Soil (FM 5-550), Minimum Resistivity of Soil (FM 5-551), Chloride in Soil (FM 5-552) and Sulfate in Soil (FM 5-553). Corrosion series results are used in conjunction with criteria available in the FDOT Design Guidelines to evaluate the environmental classification of the soils. Bag bulk disturbed samples will be obtained from auger cuttings and/or test pits. Sample size range up to 50 lb. or more. Testing to be performed on these samples includes classification, moisture-density, and Limerock Bearing Ratio (LBR) testing. A portion of each sample will be placed in a sealed container for moisture content determination. LBR testing will be performed in accordance with FM 5-515.

SUBCONSULTANT will use a handheld Global Positioning System (GPS) device and aerial images to mark in the field and perform the field tests/borings, which is typically accurate to ± 20 feet, depending on field conditions.

LABORATORY PROGRAM

In addition, routine laboratory visual classification will be performed along with specific classification tests deemed necessary (i.e., percent fines, Atterberg limits, and organic content tests).

ENGINEERING REPORT

Engineering and technical support services will also be required to analyze the data and to prepare an engineering report. One comprehensive roadway geotechnical report presenting the results of our findings including Soil Conservation (NRCS/USDA) and USGS maps, depicting the project location, a Roadway Soil Survey (RSS) sheet, and recommendations for site preparation. The RSS sheet will present descriptions of the materials encountered and classification results for each stratum. The report will be digitally signed and sealed, and an electronic version will be provided in Adobe pdf format.

13. COST OPINIONS

CONSULTANT is to develop opinion of probable construction costs at the 60, 90, and Final plans submittal stages. Preliminary order-of-magnitude estimates are included in Task 3.8.

14. PREPARE BIDDING DOCUMENTS AND BIDDING ASSISTANCE

CONSULTANT will provide services to include:

Prepare Final Construction Plans, final engineer's construction cost opinion in accordance with the contract documents, and documents required to build the roadway, drainage and related features.

Prepare technical specifications required to construct the roadway, drainage and related features. CONSULTANT to identify the VILLAGE and FDOT specs to utilize only. The summary of pay item/measurement and payment section will be changed to be job specific.

Attend and participate in a pre-bid conference, respond to bidders' inquiries as supplied by the VILLAGE. VILLAGE staff to prepare and issue addenda, as appropriate. Up to two addenda are included.

CONSULTANT will review bid, provide a bid tabulation and provide a written recommendation of award.

15. SCHEDULE

The CONSULTANT will assist the VILLAGE in the development of a project timeline. Once a schedule is developed for the project, the Consultant will assist the VILLAGE to meet the various schedule milestones.

Note: The time frames included in this scope are approximate, and adjustments may be necessary due to circumstances outside the Consultant's control.

- Conceptual Phase (Phase I) Approximately 2 months
- Design Phase & Preliminary Permitting (Phase II) Approximately 8 months
- Bid Assistance including Final Environmental Permitting Approximately 1 month

16. PROVISIONS OF WORK

The CONSULTANT shall furnish one electronic set of 11"x17" size plans for all VILLAGE plan reviews, to coordinate the design approvals. If required, 24"x36" plan sets will be prepared for VILLAGE LDO application submittals. It is anticipated that design submittals will be made at the 60%, 90%, and the final plan phases. The CONSULTANT shall furnish one (1) complete set of the final (11"x17") electronic plans in .pdf and .dwg or dgn format as appropriate. Project and design documentation will be provided in written and electronic format as appropriate throughout the project. Consultant will supply written response to review comments after each plan phase submittal. If additional hard copy plan sets are desired they can be issued as additional services.

17. PLAN ASSEMBLY

It is anticipated the plan assembly will follow the typical plans assembly as identified in FDOT procedures, modified to fit the project development and criteria. Only the sheets necessary to convey the design intent will be included in the plan set in conjunction with typical VILLAGE Standards.

18. CONSTRUCTION ADMINISTRATIVE SERVICES AFTER BID AWARD

Not included. CONSULTANT and VILLAGE will determine necessity at the time of bid award.

ITEMS NOT INCLUDED IN THIS SCOPE OR SERVICES TO BE PROVIDED BY THE VILLAGE

- Any tasks not specifically identified herein.
- Permit Fees
- Other permits and related application fees not stated in this scope
- Permit renewals, updates and/or modifications of permits obtained within this scope
- Protected Species Survey update or renewal upon expiration
- All fees associated with environmental mitigation
- Any title work (Opinions, O & E reports, etc.)
 - Vegetation Removal Permits – By Contractor
- VILLAGE Right of Way Permits (Contractor will obtain).
- Special traffic signs or guide signs
- Front end letting documents
- Bid advertisement and letting coordination and printing of letting plans and documents for contractors
- Hydraulic analysis and pipe sizing for utility pipelines other than identified above
- Grant Administration, Compliance, and Reporting
- Structural Analysis & Design
- Pond Siting Analysis – Not anticipated nor included.
- Optional Culvert Material Analysis
- Sea Level Impact Project (SLIP Study)
- Video of existing drainage pipe
- Well permit - By Contractor.
- Fees are based on a progressive decision-making process, where input and direction from each stage are incorporated and refined in the following stage. If significant revisions are necessary late in the design process due to changes in direction or value engineering, those revisions will be performed as additional services.
- The project landscape area is to address sides of the roadway only; no medians are proposed.
- Utility Design
- Signalization Analysis & Design
- Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise 10 or Fewer Burrows Permit – To be completed during the construction phase by others.

Attachment B: Compensation

PAYMENTS TO CONTRACTOR SHALL BE BASED ON THE FOLLOWING FEE SCHEDULE AND TERMS:

INVOICE AND PAYMENT TERMS:

Unless otherwise provided above, all payment requests shall be invoiced at the beginning of each month and paid after the completion of each month's services, or within thirty (30) days of Village's receipt of such invoice, whichever shall be sooner unless otherwise agreed by the Parties. Contractor shall not invoice more frequently than once a month for each calendar month for which services are provided.

Invoices shall describe with sufficient detail the tasks performed during the billing period, the professional(s) who performed the work, and the billing hours required to perform the task. **Consultant must provide the Village-assigned contract number on the first page of all invoices.**

The Village's Finance Director or designee will review all invoices for completeness. In the event an invoice is found to be incomplete, or should any other question or dispute arise, same shall be Processed using the procedures and timelines set forth in the Florida Local Government Prompt Payment Act, Part VII of Florida Statutes Chapter 218.

The Village shall compensate the CONSULTANT for providing and performing Task(s) set forth and enumerated in "EXHIBIT A", ENTITLED "SCOPE OF SERVICES" as follows:

Note: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid to the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". Tasks will be paid on a Work-in-Progress payment basis should be identified (WIPP).

COMPENSATION SUMMARY AND TIMELINE

<u>Task Number</u>	<u>Task Title</u>	<u>Amount of Compensation</u>	<u>Indicate Basis of Compensation LS or NTE</u>	<u>If Applicable Indicate (W.I.P.P)</u>	<u>Days per Task*</u>	<u>Cumulative Days</u>
1	Project Management	\$115,975.00	LS	W.I.P.P	294	294
2	Public Involvement	\$101,68.30	LS	W.I.P.P	294	294
3	Preliminary Engineering Analysis	\$152,886.00	LS	W.I.P.P	60	60

4	Roadway Analysis & Plans	\$258,300.00	LS	W.I.P.P	234	294
5	Drainage Analysis & Plans	\$320,475.00	LS	W.I.P.P	234	294
6	Utility Coordination (Public Utilities)	\$67,280.00	LS	W.I.P.P	234	294
7	Permitting	\$152,515.12	LS	W.I.P.P	234	294
8	Signing & Pavement Marking Analysis & Plans	\$55,905.00	LS	W.I.P.P	234	294
9	Lighting Analysis & Plans	\$46,665.00	LS	W.I.P.P	234	294
10	Landscape Analysis & Plans	\$71,895.00	LS	W.I.P.P	234	234
11	Survey Services	\$153,335.00	LS	W.I.P.P	60	120
11 B.3	Right-of-Way Mapping (Optional Service)	\$53,900.00	LS	W.I.P.P	120	180
12	Geotechnical Services	\$46,192.00	LS	W.I.P.P	60	120
13	Cost Opinions	\$9,995.00	LS	W.I.P.P	294	294
14	Bidding Assistance	\$19,615.00	LS	W.I.P.P	30	324
	Reimbursables**	\$12,000	NTE			
	Total	\$1,638,631.42				

**Many of the tasks outlined in the table above will occur concurrently, resulting in overlapping timelines. All tasks have been negotiated to be completed within one calendar year.*

*** Reimbursable expenses may include costs related to travel, meeting materials, outreach materials, shipping, and other allowable miscellaneous expenses necessary for the project.*

Attachment C: CDBG-DR CLAUSES

This attachment will supersede any contradictory clauses that may be found in the main contract.

This Amendment to the Community Development Block Grant Disaster Recovery ("CDBG-DR") Program Agreement contains supplementary compliance conditions for use with procured contracts that are funded in whole or in part by the U.S. Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (Pub. L. 93-383) as amended.

This Exhibit shall be included as part of the terms of the agreement for all procured contracts funded fully or in part by the CDBG-DR Program by Lee County and the selected contractor.

PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application.

By signing this Agreement, the applicant certifies they understand that all the below compliance provisions will apply to all projects that are awarded CDBG-DR funds.

NOTICE OF USE OF FUNDING AGENCY FUNDS FUNDED IN PART OR IN WHOLE BY: U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Program. Consultants are required to comply in accordance with Federal Grant Requirements, 2 CFR part 200, terms, conditions, and specifications.

ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List pursuant to FS 287.134 (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity. F.S. 287.134(2)(a)

ANTI-LOBBYING CLAUSE (CONE OF SILENCE)

Consultant or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. F.S. 287.057(25)

INSPECTOR GENERAL COOPERATION

The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), that every state officer, employee, agency, special district, board, commission, contractor, and subcontractor must cooperate with the inspector general in any investigation, audit, inspection, review, or hearing.

RESTRICTIONS, PROHIBITS, CONTROLS, AND LABOR PROVISIONS

In accordance with Section 287.133(2)(a), F.S., a person or affiliate, as defined in Section 287.133(1), F.S., who has been placed on the convicted Consultant list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any good 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 Consultant, supplier, sub-consultant or consultant under a contract with any public entity; and may not transact business with any public entity in excess of thirty-five thousand dollars (\$35,000) for a period of thirty- six (36) months following the date of being placed on the convicted Consultant list. The Consultant represents and warrants that neither it nor any of its affiliates is currently on the convicted Consultant list. The Consultant shall disclose if it or any of its affiliates is placed on the convicted Consultant list.

BACKGROUND SCREENING

Consultant is responsible for ensuring that any required background screenings are conducted in accordance with Florida Statute Chapter 435. Consultant shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. Florida Statute Chapter 435 governs required background screenings for any employees, Consultants, sub-consultants, or agents of the Consultant who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law. Such requirements shall flow down to sub-Consultants/consultants of the prime Consultant and prime Consultant shall ensure compliance with Chapter 435 of such parties.

- 1) Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by the Village of Estero at any time during such five (5) year period.

AMERICANS WITH DISABILITIES ACT (ADA)

Consultant shall comply with all applicable local, state, and federal laws, including American With Disabilities Act of 1990, as amended; the Florida Civil Rights Act, as amended, Chapter 760, Florida Statutes; Title VII of the Civil Rights Act of 1964, as amended; (P.L. 101-336, 42 U.S.C. §12101 et seq.) and laws which prohibit discrimination by public and private entities on in employment, public accommodations, transportations, state and local government services and telecommunications.

AFFIRMATIVE ACTION/EQUAL OPPORTUNITY

Consultant must include requirements in subcontractor agreements that Subcontractor is required to adhere to the requirements pertinent to the funding agency and type of agreement. Such as but not limited to; affirmative action, Section 3, and equal opportunity.

CDBG-DR SUPPLEMENTAL CONDITIONS

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor and any subcontractor, or between Contractor's direct or indirect subcontractors), references herein to shall be deemed to refer to the party seeing products and/or services, and references to the "Agreement" or "Contract" or "contract" shall be deemed to refer to the agreement between such subcontracting parties.

ORDER OF PREFERENCE

In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

Part I: Required Federal Provisions; then

Part II: Required State of Florida Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these supplementary Conditions relates to a matter embraced by other provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by CW3 Engineering, Inc. and the Village of Estero shall be submitted in writing (indicating the issue and the applicable provisions) by The Village of Estero, to Lee County which will decide the applicable questions.

REQUIRED FEDERAL PROVISIONS

The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development ("HUD").

GENERAL CONDITIONS

of either party the contract shall forthwith be physically amended to make such insertion.

STATUTORY AND REGULATORY COMPLIANCE. CW3 Engineering, Inc. shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the U.S. Department of Housing and Urban Development (88 FR 32046), including, but not limited to, applicable Office of

Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

BREACH OF CONTRACT TERMS. The Village of Estero reserves the rights to all administrative, contractual, or legal sub, including, but not limited to, suspension or termination of this contract, in instances where CW3 Engineering, Inc.. or any of its subcontractors violate or breach any contract terms. If the contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

REPORTING REQUIREMENTS. The contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Village of Estero. The contractor shall cooperate with all Village of Estero and Lee County efforts to comply with HUD requirements and regulations pertaining to reporting, including, but not limited to, 2 CFR Part 200 and 24 CFR Part 570.507.

DEBARMENT, SUSPENSION, AND INELIGIBILITY. The contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs subject to 2 CFR Part 2424. The Contractor shall notify the Village of Estero should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance programs subject to 2 CFR Part 2424.

CONFLICTS OF INTEREST. The Contractor shall notify the Village of Estero as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). CW3 Engineering, Inc. shall explain the actual or potential conflict in writing in sufficient detail so that the Village of Estero is able to assess such actual or potential conflict. The Contractor shall provide the Village of Estero with any additional information necessary for the Village of Estero to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Village of Estero, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by Lee County, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

SUBCONTRACTING. The Contractor represents to the Village of Estero that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

ASSIGNABILITY. The Contractor shall not assign any interest in this contract and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Village of Estero.

INDEMNIFICATION. The Contractor shall indemnify, and hold harmless the Village of Estero, Lee County, and their agents and employees from and against any and all claims, actions, suits, charges, and judgements arising from or related to the negligence or will misconduct of the Contractor in the performance of the services called for in this contract.

TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000). If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Village of Estero shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Village of Estero, become the Village of Estero's (Subgrantee's, if applicable) property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Village of Estero for damages sustained by the Village of Estero by virtue of any breach of the contract by the Contractor, and the Village of Estero may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Village of Estero from the Contractor is determined.

TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000). The Village of Estero may terminate this contract at any time by giving at least (10) days' notice in writing to the Contractor. If the contract is terminated by the Village of Estero as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

ANTI-LOBBYING No Federal appropriated funds have been paid off will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification or any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative

agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Village of Estero's (subgrantees, if applicable) shall certify and disclose accordingly.

ACCESS TO RECORDS. The Village of Estero, Lee County, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for five (5) years from the time of closeout of HUD's grant to Lee County of for the period provided in the CDBG regulations 24 CFR Part 570.487 (or other applicable laws and program requirements) and 24 CFR Part 570.488, or (ii) for six (6) years after the closeout of a CDBG-DR funded project pursuant 42 USC 12707 (a)(4).

CIVIL RIGHTS AND DIVERSITY TITLE VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. No persons shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

NONDISCRIMINATION. The Contractor shall comply with the non-discrimination in employment in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR Part 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The contractor shall comply with all other Federal statutory and constitutional non- discrimination provisions. During the performance of this contract, the Contract agrees as follows:

The Contractor will, comply with Lee County Executive Order 11246 which prohibits federal contractors and subcontractors from discriminating in employment decisions based on race, color, religion, sex or national origin. All solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that all qualified

applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of the Agreements as any of the following may hereinafter be amended, superseded, replaced, or modified:

- a) Clean Air Act, as amended (42 USC § 7401 et seq.); a federal law in the United States that defines the Environmental Protection Agency's (EPA) responsibilities for protecting and improving the nation's air quality and the stratospheric ozone layer
- b) Federal Water Pollution Control Act, as amended (33 USC § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued there under.
- c) All other applicable environmental laws that may exist now or in the future. Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 CFR Part 58, which are HUD's regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all non-exempt contractors and subcontractors shall furnish to the Village of Estero, the following:

- a) A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 CFR Part 32 of the List of Violating Facilities issued by the EPA pursuant to 40 CFR Part 15, as amended.
- b) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations.

PATENT RIGHTS

The Contractor shall retain all rights to any inventions, discoveries, or improvements made during the performance of this contract.

COPYRIGHTS

The Contractor shall retain all rights to any works of authorship created during the performance of this contract.

COPELAND ANTI-KICKBACK ACT

As supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") The Act provides that each contractor or subrecipient must be prohibited

from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Nonfederal entity must report all suspected or reported violations to the Federal awarding agency.

AFFIDAVIT 287.138

This statute pertains to contracts with entities from foreign countries of concern. It prohibits governmental entities in Florida from entering into contracts with entities that are owned by, have a controlling interest from, or are organized under the laws of certain foreign countries of concern (such as China, Russia, Iran, North Korea, Cuba, Venezuela, and Syria). Starting January 1, 2024, entities must provide an affidavit attesting that they do not meet these criteria before they can enter into contracts with governmental entities

AFFIDAVIT 787.06

This statute relates to anti-human trafficking measures. It requires any non-governmental entity entering into a contract with a governmental entity to provide an affidavit attesting that the entity does not use coercion for labor or services. This is part of Florida's efforts to combat human trafficking and ensure ethical practices in government contracting

FS 607.1501 pertains to the authority of foreign corporations to transact business in Florida and is a requirement of this Agreement. Foreign corporations are required to obtain a certificate from the Department of State to legally conduct business within the state.

Prohibition Against Considering Social, Political, Or Ideological Interests in Government Contracting. In accordance with Florida Statute 287.05701 the Village may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. An awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

Conflict of Interest Disclosure. Bidder/Proposer certifies that this submission has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose in this section, the name of any officer or employee of Village who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

FS 112.313(2) - Solicitation or Acceptance of Gifts

No public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value, including gifts, loans, rewards, promises of future employment, favors, or services, based on any understanding that their vote, official action, or judgment would be influenced.

FS 112.313(7) - Conflicting Employment or Contractual Relationships

Public officers or employees shall not hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between their private interests and the

performance of their public duties, or that would impede the full and faithful discharge of their public duties.

FS 112.317 – Penalties Any violation of the standards of conduct for public officers and employees, including failure to file required disclosures or any breach of ethical standards, may result in penalties such as impeachment, removal from office, suspension, public censure, reprimand, forfeiture of salary, or civil penalties.

FS 218.80 - Public Bid Disclosure. Per Florida Statute 218.80, there are no permit fees for this project, therefore permitting fees to be paid for by contractor is zero dollars.

Attachment D: Florida Department of Transportation (FDOT) Clauses

- CW3 Engineering, Inc. shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in of the State-Funded Agreement and all federal, state, and local laws and regulations applicable to this Project. (State-Funded Grant Agreement, Section 8.c.)
- CW3 Engineering, Inc. shall adhere to the Conflict-of-Interest Procedure for State Funded Grant Programs: CONFLICT OF INTEREST PROCEDURE FOR SCRAP, SCOP, AND CIGP GRANT PROJECTS (FDOT Topic No. 375-030-006). (State-Funded Grant Agreement, Section 10.f.)
- CW3 Engineering, Inc. shall retain sufficient records demonstrating its compliance with the terms of the State-Funded Grant Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department. (State-Funded Grant Agreement, Section 12.c.)
- Section 274A(e) of the Immigration and Nationality Act. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of the State-Funded Grant Agreement. (State-Funded Grant Agreement, Section 13.e.)
- U.S. Department of Homeland Security's E-Verify system (State-Funded Grant Agreement, Section 13.f.)
 - The Village of Estero shall:
 - Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- FDOT Indemnification Clause: It is specifically agreed between the parties executing of the State-Funded Grant Agreement that it is not intended by any of the provisions of any part of the State-Funded Grant Agreement to create in the public or any member thereof, a third-party beneficiary under the State-Funded Grant Agreement, or to authorize anyone not a party to the State-Funded Grant Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. CW3 Engineering, Inc. guarantees the payment of all just claims for materials, supplies, tools, or labor and other

just claims against the Village of Estero or any subcontractor, in connection with the State-Funded Grant Agreement. (State-Funded Grant Agreement, Section 14.a.)

- The Department reserves the right to unilaterally terminate the State-Funded Grant Agreement for failure by the CW3 Engineering, Inc. to comply with the provisions of [Chapter 119, Florida Statutes](#). (State-Funded Grant Agreement, Section 15.g.)
- CW3 Engineering, Inc. agrees to comply with [Section 20.055\(5\), Florida Statutes](#), and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes. (State-Funded Grant Agreement, Section 15.h.)

Attachment E: FDOT Affidavit Regarding Labor and Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AFFIDAVIT REGARDING LABOR AND SERVICES

375-030-31
PROCUREMENT
11/25

Effective July 1, 2024, pursuant to §787.06(14), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services.

Nongovernmental Entity's Name:	CW3 Engineering, Inc.
Address:	5783 Bayshore Road, Ste 113
Phone Number:	239.205.6473
Authorized Representative's Name:	Clair Wright, III
Authorized Representative's Title:	President
Email Address:	cwright@cw-3.com

AFFIDAVIT

I, Clair Wright, III, as authorized representative attest that CW3 Engineering, Inc. does not use coercion for labor or services as defined in §787.06, Florida Statutes.

Under penalty of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.



(Signature of authorized representative)

12/4/25

Date

STATE FL

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of December, 2025 (year), by Clair Wright, III

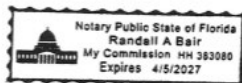
Notary Public

4/5/2027

Commission Expires

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced



Attachment F: Executed FDOT Funding Agreement

DocuSign Envelope ID: DD63AA91-B0DD-44F6-A4CA-ED6EA4D4D36E

To: Aileen.Keating@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
FUNDS APPROVAL****G3D05****5/28/2025****CONTRACT INFORMATION**

Contract:	G3D05
Contract Type:	GD - GRANT DISBURSEMENT (GRANT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	VILLAGE OF ESTERO
Vendor ID:	F473445874001
Beginning Date of This Agreement:	05/27/2025
Ending Date of This Agreement:	12/31/2027
Contract Total/Budgetary Ceiling:	ct = \$300,000.00
Description:	Broadway Avenue W From US41 to Armada Court

FUNDS APPROVAL INFORMATION**FUNDS APPROVED/REVIEWED FOR JASON ADANK, CPA, COMPTROLLER ON 5/28/2025**

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55014010106
Expansion Option:	AK
Object Code:	751000
Amount:	\$300,000.00
Financial Project:	45489113401
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2025
Budget Entity:	55150200
Category/Category Year:	088862/25
Amendment ID:	O001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

Total Amount: \$300,000.00

Page1 of 1

Docusign Envelope ID: DD63AA91-B0DD-44F6-A4CA-ED6EA4D36E

RESOLUTION 2025-09

**A RESOLUTION OF THE VILLAGE OF ESTERO, FLORIDA,
APPROVING EXECUTION OF A GRANT AGREEMENT
WITH FDOT FOR DESIGN OF BROADWAY AVENUE WEST
IMPROVEMENTS; MAKING RELATED FINDINGS;
PROVIDING FOR SEVERABILITY AND FOR AN EFFECTIVE
DATE.**

WHEREAS, the Village of Estero desires to undertake certain improvements along Broadway Avenue West in the Village; and

WHEREAS, the FDOT has awarded the Village a grant to assist in funding the design of the improvements; and

WHEREAS, the Agreement requires adoption of a Resolution accepting the obligations of the Agreement and authorizing its execution.

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

Section 1. The Broadway Avenue West grant agreement between the State of Florida Department of Transportation and Village of Estero (attached hereto and incorporated herein) is hereby approved.

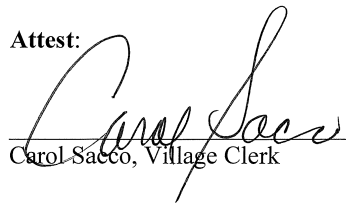
Section 2. The Mayor or Village Manager is authorized to execute the Agreement.

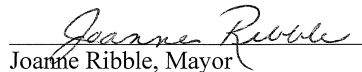
BE IT FURTHER RESOLVED that if any section, subsection, sentence, clause, provision or word of this Resolution is held unconstitutional or otherwise legally invalid, same shall be severable and the remainder of this Resolution shall not be affected by such invalidity, such that any remainder of the Resolution shall withstand any severed provision, as the Village Council would have adopted the Resolution even absent the invalid part.

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

DULY ADOPTED with a quorum present and voting this 21st day of May, 2025.

Attest:


Carol Sacco, Village Clerk


Joanne Ribble, Mayor

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

FPN: <u>454891-1-34-01</u>	Fund: <u>GR25</u> Org Code: <u>55013030152</u>	FLAIR Category: _____ FLAIR Obj: <u>751000</u>
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
FPN: _____	Fund: _____ Org Code: _____	FLAIR Category: _____ FLAIR Obj: _____
County No: <u>12</u>	Contract No: <u>G3D05</u>	Vendor No: <u>F5960005874001</u>

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on 05/30/2025,
 (This date to be entered by DOT only)
 by and between the State of Florida Department of Transportation, ("Department"), and Village of Estero, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (select the applicable statutory authority for the program(s) below):
 - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
 - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
 - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
 - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
 - ☒ Specific Appropriation 204A of Ch. 2023-239, Laws of Florida , Local Transportation Projects , CSFA 55.039

The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

- Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the design of roadway and pedestrian improvements along Broadway Avenue W From US41 to Armada Court, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.
- Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before 12/31/2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.
5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.
 - b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
 - c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.
 - d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.
6. **Project Cost:**
 - a. The estimated cost of the Project is \$300,000.00 (Three Hundred Thousand Dollars). This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of \$300,000.00 (Three Hundred Thousand Dollars) and, additionally the Department's participation in the Project shall not exceed 100% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.
 - c. The Department's participation in eligible Project costs is subject to, but not limited to:
 - i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;
 - ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

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 Docusign Envelope ID: 76F223FC-E7A7-4547-9A9B-BA53A08698BC

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

- iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

- a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.
- b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**.
- e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F"**, **Contract Payment Requirements**.
- f. Travel expenses are not compensable under this Agreement.
- g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H"**, **Alternative Advance Payment Financial Provisions**. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.
 - ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.
- c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

- a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes. It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

- c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient is responsible for obtaining all permits necessary for the Project.
- b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.
- c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.
- d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.
- e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

- f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
- g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.
- h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.
- i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.
- k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

- a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☒ shall

☐ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

- 12. State Single Audit:** The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.
- b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
 - i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.
 - ii. In connection with the audit requirements, 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).
 - iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
 - vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. 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 on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

entity for the construction or repair of a public building or public work; may not submit bids 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.

- c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.
- d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. The Recipient shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and
 - ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.
- g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
- h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

- a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.
- b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.
- c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
 PROGRAM MANAGEMENT
 03/25

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT]'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

- d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

- a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.
- h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes
- i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.
- j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

16. Exhibits.

- a. Exhibits A, B, D, F, H, and J are attached to and incorporated into this Agreement.
- b. ☐ The Project will involve construction, therefore, Exhibit "C", Engineer's Certification of Compliance is attached and incorporated into this Agreement.
- c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "K", Advance Project Reimbursement is attached and incorporated into this Agreement.
- d. ☐ A portion or all of the Project will utilize the Department's right-of-way and, therefore, Exhibit O, Terms and Conditions of Construction in Department Right-of-Way, is attached and incorporated into this Agreement.
- e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: _____

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

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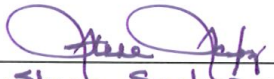
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-010-60
PROGRAM MANAGEMENT
03/25

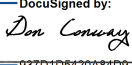
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT VILLAGE OF ESTERO

By: 
Name: Steve Sarkozy
Title: Village Manager

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
 05/30/2025 | 4:34 PM
Name: NICOLE E. MILLS
Title: Director of Transportation Development

Legal Review:
DocuSigned by:
 05/29/2025 | 2:13 PM EDT
Name: Don Conway

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0A
PROGRAM MANAGEMENT
05/21

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 454891-1-34-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and
Village of Estero (the Recipient)

PROJECT LOCATION:

- ☐ The project is on the National Highway System.
☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 1.765

PROJECT DESCRIPTION: Broadway Avenue W from US 41 to Armada Court

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the Village of Estero in connection with the design and analysis of Broadway Avenue W from US 41 to Armada Court. The general objective is for the project to design and identify drainage, roadway, and pedestrian improvements to reduce flooding and improve roadway and pedestrian safety within the project limits.

Specifically and non inclusive the following are included in the Scope of Services:

1. Provide for the preparation of the Roadway plans package. This work effort includes roadway design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic control plans, environmental permits and other necessary documents.
2. Coordination with utility owners during design will be required to determine and avoid potential impacts. Where unavoidable, disposition of utility conflicts should be coordinated.
3. A Professional Engineer, registered in the State of Florida in the responsible charge of the projects design shall professionally endorse (sign, seal, certify) the record plans, the special provisions and all reference and support documents.
4. Assure all surveying and mapping products and services comply with pertinent Florida Statutes and the Florida Administrative Code.
5. Identifying and obtaining any geotechnical investigation, analysis, and design dictated by the project needs.
6. Acquisition of all applicable stormwater and environmental permits in accordance with Chapter 62-25, Regulation of Storm water Discharge, Florida Administrative Code; Chapter 373 and 403, Florida Statutes; Chapters 40 and 62, Florida Administrative Code; Rivers and Harbors Act of 1899; Section 404 of the Clean Water Act; and parts 114 and 115, Title 33, Code of Federal Regulations. In addition, permitting required by local agencies shall be prepared in accordance with their specific regulations. Acquisition includes all associated permit fees.
7. Satisfy and obtain all sovereign land requirements and easements from the Florida Department of Environmental Protection, including mapping and survey, if required.

SPECIAL CONSIDERATIONS BY RECIPIENT:

The Recipient is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department.

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The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) Design Complete by December 31, 2027

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Upon receipt of an invoice, the Department will have twenty, (20) working days to review and approve the goods and services submitted for payment.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0B
 PROGRAM
 MANAGEMENT
 8/21
 Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33928		FINANCIAL PROJECT NUMBER: 454891-1-34-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34	Maximum Department Participation (GR25)	\$300,000.00	\$	\$300,000.00	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$300,000.00 %	\$ 0.00 %	\$300,000.00 %	
Right-of-Way- Phase 44	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase :)	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
TOTAL COST OF THE PROJECT		\$300,000.00	\$ 0.00	\$300,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Aileen Keating

District Grant Manager Name

DocuSigned by:



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Signature

Date

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0D
PROGRAM MANAGEMENT
05/21
Page 1 of 1

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: DD63AA91-B0DD-44F6-A4CA-ED6EA4D4D36E
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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0F
 PROGRAM
 MANAGEMENT
 04/24
 Page 1 of 2

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS

**Florida Department of Financial Services, Reference Guide for State Expenditures
 Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

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Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address

<https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0H
 PROGRAM
 MANAGEMENT
 4/24
 Page 1 of 1

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

*Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.**, or is considered a "governmental entity" authorized by the Department's Comptroller under **Section 334.044(29), F.S.**, as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

*The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the **Disbursement Handbook for Employees and Managers**. The Department's Comptroller or designee must approve any modifications to the provisions. Please see **Financial Provisions for All Department Funded Agreements Procedure (FDOT Topic No. 350-020-301) Section 1.1 and 4** for alternative advance pay guidelines.*

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).
2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.
3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.
4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.
5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0J
PROGRAM
MANAGEMENT
02/25
Page 1 of 1

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Specific Apropriation 204A of Ch. 2023-239, Laws of Florida, Local Transportation Projects , CSFA 55.039

***Award Amount:** \$300,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

1. Title of Project: Estero - Broadway Avenue West Improvements Design
2. Date of Submission: 11/14/2023
3. House Member Sponsor: Adam Botana

4. Details of Amount Requested:

- a. Has funding been provided in a previous state budget for this activity? No
b. What is the most recent fiscal year the project was funded?
c. Were the funds provided in the most recent fiscal year subsequently vetoed?
d. Complete the following Project Request Worksheet to develop your request.

FY:	Input Prior Year Appropriation for this project for FY 2023-24 (If appropriated in 2023-24 enter the appropriated amount, even if vetoed.)			Develop New Funds Request for FY 2024-25 (Requests for additional RECURRING funds are prohibited.)		
Column:	A	B	C	D	E	F
Funds Description:	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	Recurring Base Budget	Additional Nonrecurring Request	TOTAL Nonrecurring plus Recurring Base Funds
Input Amounts:					1,300,000	1,300,000

- e. Provide the total cost of the project for FY 2024-25 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	1,300,000	100.0%	N/A
2. Federal	0	0.0%	No
3. State (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local	0	0.0%	No

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

5. Other	0	0.0%	No
TOTAL	1,300,000	100%	

5. Is this a multi-year project requiring funding from the state for more than one year?

Yes

a. How much state funding would be requested after 2024-25 over the next 5 years?

- ☐ <1M
☐ 1-3M
☒ >3-10M
☐ >10M

b. How many additional years of state support do you expect to need for this project?

- ☐ 1 year
☒ 2 years
☐ 3 years
☐ 4 years
☐ >= 5 years

c. What is the total project cost for all years including all federal, local, state, and any other funds? Select the single answer which best describes the total project cost. If funds requested are for ongoing services or for recurring activities, select "ongoing activity".

- ☐ Ongoing activity – no total cost
☐ <1M
☐ 1-3M
☒ >3-10M
☐ >10M

6. Which is the most appropriate state agency to place an appropriation for the issue requested? Department of Transportation

a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? No

b. Describe penalties for failing to meet deliverables or performance measures which the agency should provide in its contract to administer the funding if appropriated.

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The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

The project construction bid documents will require a bond to cover the bid amount to ensure the contractor completes the project; The Village proposed to include liquidated damages in the project's construction contract.

7. Requester:

- a. Name: Steve Sarkozy
- b. Organization: Village of Estero
- c. Email: sarkozy@estero-fl.gov
- d. Phone #: (239)221-5035

8. Contact for questions about specific technical or financial details about the project.

- a. Name: David Willems
- b. Organization: Village of Estero
- c. Email: willems@estero-fl.gov
- d. Phone #: (239)221-5035

9. Registered lobbyist working to secure funding for this project.

- a. Name: Julia Juarez
- b. Firm: JEJ & Associates Inc
- c. Email: lena@jejassoc.com
- d. Phone #: (850)212-8330

10. Organization or Name of entity receiving funds:

- a. Name: Village of Estero
- b. County (County where funds are to be expended): Lee
- c. Service Area (Counties being served by the service(s) provided with funding): Lee

11. What type of organization is the entity that will receive the funds?

- ☐ For Profit
- ☐ Non Profit 501(c)(3)
- ☐ Non Profit 501(c) (4)
- ☒ Local Government
- ☐ School District
- ☐ State Agency
- ☐ University or College

Page 3 of 8

Form #: 3087

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

☐ Other (Please describe)

12. What is the specific purpose or goal that will be achieved by the funds being requested?

Analyze, design and permit drainage, roadway, and pedestrian improvements along Broadway Ave. West in the Village of Estero. This project will reduce flooding and improved roadway and pedestrian safety through the only area of the Village identified as low to moderate income by the US Department of Housing and Urban Development. This area of the Village was also heavily impacted by Hurricane Ian.

13. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Should equal 4d, Col. E) Enter "0" if request is zero for the category
Administrative Costs:		
☐ a. Executive Director/Project Head Salary and Benefits		
☐ b. Other Salary and Benefits		
☐ c. Expense/Equipment/Travel/Supplies/Other		
☒ d. Consultants/Contracted Services/Study	The requested funding will be used to hire an engineering company to study, plan, design, and permit improvements along Broadway Ave. W.	1,300,000
Operational Costs:		
☐ e. Salaries and Benefits		
☐ f. Expenses/Equipment/Travel/Supplies/Other		
☐ g. Consultants/Contracted Services/Study		

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

Fixed Capital Construction/Major Renovation:		
☐ h. Construction/Renovation/Land/Planning Engineering		
TOTAL		1,300,000

14. For Fixed Capital Costs requested in Question 13, what type of ownership will the facility be under when complete?

- ☐ For Profit
- ☐ Non Profit 501(c) (3)
- ☐ Non Profit 501(c) (4)
- ☐ Local Government
- ☐ School District
- ☐ State Agency
- ☐ University or College
- ☐ Other (Please describe)

15. Is the project request an information technology project?

No

16. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Yes

a. Please Describe:

The project was initially recommended in the Village of Estero's Bicycle & Pedestrian Master Plan. The project has also been included on the Village of Estero 5-year capital improvement program for the past four years. Both the Master Plan and CIP have been adopted by Village Council at Public Meetings.

17. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?

Yes

a. Please Describe:

The Village of Estero Bicycle and Pedestrian Master Plan recommended roadway and pedestrian improvements along Broadway Ave. West. The Master Plan was funded by the Lee County Metropolitan Planning Organization.

The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

18. Will the requested funds be used directly for services to citizens?

No

19. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
☒ Improve physical health	The roadway and pedestrian improvements will improve residents physical health by reducing vehicles accidents and improved access to safe pedestrian facilities.	Number of accidents along Broadway Ave. West and the number of residents using the pedestrian facilities along Broadway Ave. West.
☒ Improve mental health	The roadway and pedestrian improvements will improve residents physical health by reducing vehicles accidents and improved access to safe pedestrian facilities. Increased physical activity on the proposed pedestrian facilities will improve mental health.	Number of residents using the pedestrian facilities along Broadway Ave. West.
☐ Enrich cultural experience		
☐ Improve agricultural production/promotion/education		
☐ Improve quality of education		
☐ Enhance/preserve/improve environmental or fish and wildlife quality		

Page 6 of 8

Form #: 3087

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The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

☒ Protect the general public from harm (environmental, criminal, etc.)	The roadway, drainage, and pedestrian improvements are expected to reduce traffic accidents, flooding and pedestrian accidents. Each of these will provide additional protection to the general public.	Number of accidents and flooding events along Broadway Ave. West.
☒ Improve transportation conditions	The project will improve traffic flow and safety along Broadway Ave. West.	Flow of traffic and number of traffic accidents along Broadway Ave. West.
☐ Increase or improve economic activity		
☐ Increase tourism		
☐ Create specific immediate job opportunities		
☐ Enhance specific individual's economic self sufficiency		
☐ Reduce recidivism		
☐ Reduce substance abuse		
☐ Divert from Criminal/Juvenile justice system		
☐ Improve wastewater management		
☒ Improve stormwater management	The project will improve stormwater management for the communities along Broadway Ave West.	Number of flooding events.

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The Florida House of Representatives
Appropriations Project Request - Fiscal Year 2024-25
For projects meeting the definition of House Rule 5.14

☐ Improve groundwater quality		
☐ Improve drinking water quality		
☒ Improve surface water quality	Surface water quality will be improved as part of the drainage improvements.	Quality of water discharging to the Estero River.
☐ Other (Please describe):		

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Affidavit of Compliance with Section 287.138, and 787.06 Florida Statutes

Page 1 of 2

AFFIDAVIT OF COMPLIANCE WITH SECTION 287.138 and 787.06, FLORIDA STATUTES

Before me, the undersigned authority, personally appeared **(Name of affiant)**
Clair Wright, III, who, after being first duly sworn, deposes and says
 of his or her personal knowledge the following:

1. Affiant is the **(Title)** President of **(Business Name)**
CW3 Engineering, Inc. which does
 business in the State of Florida, hereinafter called the "Vendor."
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a "controlling interest" in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual's personal identifying information.
5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

Affidavit of Compliance with Section 287.138 and 787.06, Florida Statutes, Page 2 Page 2 of 2



(Signature)

July 8, 2025

(Date)

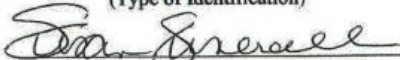
STATE OF Florida

COUNTY OF Lee

Sworn to (or affirmed) and subscribed before me, by means of ☒ physical presence or ☐ online notarization,
this 8th day of July, 2025, by Clair Wright, III who has produced
(Print or Type Name)

FL Driver's License as identification.

(Type of Identification)



Notary Public Signature

Susan Sumeral

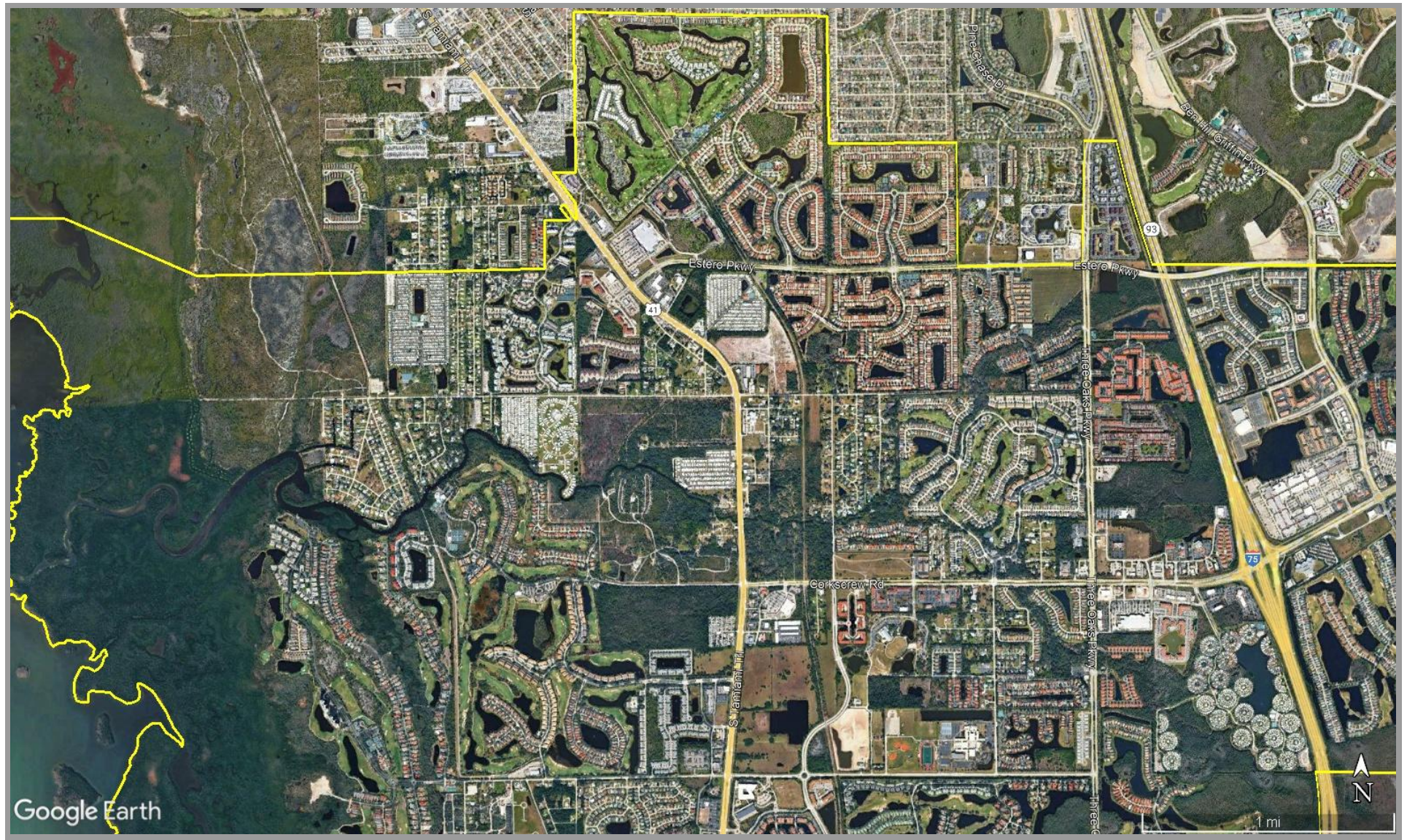
Printed Name of Notary Public

HH631408 / 01/27/2029

Notary Commission Number/Expiration



1									
2	Line #	Att #	Attribute Name	Attribute Note	American Structurepoint, Inc.	CW3 Engineering, Inc	Davidson Engineering	Hole Montes, a Bowman company	J.R. Evans Engineering, P.A.
7	Header	5	Conflict of Interest Disclosure	Bidder/Proposer certifies that this submission has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the Village or of its agencies. Offerors must disclose in this section, the name of any officer or employee of Village	N/A	N/A	na	N/A	N/A



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 17, 2025

Agenda Item:

Sport Park Status Update and Guaranteed Maximum Price (GMP) Addendum

Motion to authorize the Village Manager to execute GMP Addendum #1 for contract 25029 for Suffolk Construction to complete Phase 1 site work, infrastructure, and road network for the Village Hub in the amount of \$19,517,575 upon the Manager's determination that the exceptions, qualifications and assumptions submitted by Suffolk are acceptable and may be incorporated into the GMP Addendum.

Authorize the Village Manager to execute all other documents related to proceeding with construction under the approved GMP Addendum.

Background:

The Sport Park project is advancing the full design, with Phase 1 fast-tracked to align with the High 5 facility currently under construction. The Village of Estero has issued the Development Order, and Suffolk Construction has competitively bid the work and prepared a Guaranteed Maximum Price (GMP). This agenda item requests approval of the proposed GMP and corresponding construction schedule to allow execution of the contract and authorization for the contractor to begin work.

Description:

Village Staff is recommending the Village hire Suffolk construction to manage the construction of the proposed Sport Park Phase 1. Their construction services will include the following:

- Preconstruction
- Construction Plans
- Permitting
- Project Schedule
- Cost Estimates
- Project Bidding
- GMP Proposal

Pursuant to the Construction Manager At Risk Agreement between the Village and Suffolk, Suffolk was to present to the Village a Guaranteed Maximum Price Proposal which would then, upon approval of the Village, become a Guaranteed Maximum Price Addendum solidifying the project's cost and shifting risk to Suffolk.

Suffolk has presented its GMP Proposal to the Village. While the Village staff recommends accepting the GMP Proposal's guaranteed price, Suffolk has also submitted a variety of exceptions, qualifications and assumptions. Certain of these change the nature of the terms agreed to in the initial Agreement. Therefore, the recommended motion approves the dollar amount but allows the Manager to make the final determination as to the related exceptions, qualifications and assumptions prior to execution of the GMP Addendum.

Action Requested:

Motion to authorize the Village Manager to execute GMP Addendum #1 for contract 25029 for Suffolk Construction to complete Phase 1 site work, infrastructure, and road network for the Village Hub in the amount of \$19,517,575 upon the Manager's determination that the exceptions, qualifications and assumptions submitted by Suffolk are acceptable and may be incorporated into the GMP Addendum.

Authorize the Village Manager to execute all other documents related to proceeding with construction under the approved GMP Addendum.

Process and Timeline:

The Phase I Addendum includes the following project Schedule:

- Notice to Proceed 12/19/25
- Mobilization 12/19/25
- Construction Start 01/19/25
- Substantial Completion 10/14/26

Financial Impact:

This Phase I has a total construction price of \$19,517,575.

Prepared by: Trenton Gaskins

Attachments:

1. GMP Addendum Phase 1



CONTENTS

- 3..... Executive Summary
- 4..... GMP Budget
- 5..... GMP Schedule Summary
- 6..... Recommendation / Way Forward
- 7..... Exhibit 1 – GMP Detailed Cost Summary



Village Center Hub



EXECUTIVE SUMMARY

The purpose of the following presentation is to update the Village of Estero Council on the status of the Sport Park Phase 1 Guaranteed Maximum Price (GMP) under the Construction Manager at Risk (CMAR) contract. The Village has approved the Phase 1 Development Order, and Suffolk Construction has completed the competitive bid process and submitted a GMP proposal that staff is recommending for approval.

This presentation outlines the Phase 1 project scope and components moving into construction and provides a summary of the proposed GMP amount and corresponding schedule.

- Assets Built: Via Coconut Main Entrance,
Roundabout,
Spine Road,
Parking
2 Practice Fields
NE Lake
Privacy Wall
- CMAR Scope: Preconstruction/Design
Site Prep/Earthwork
Phase 1 Infrastructure (Water, Sewer,
Power, Stormwater, etc.)
Phase 1 Road Network / Hard and
Softscape
- GMP Price: \$19,517,575
- Delivery Date: October 14th 2026



Village Center Hub

GMP Budget

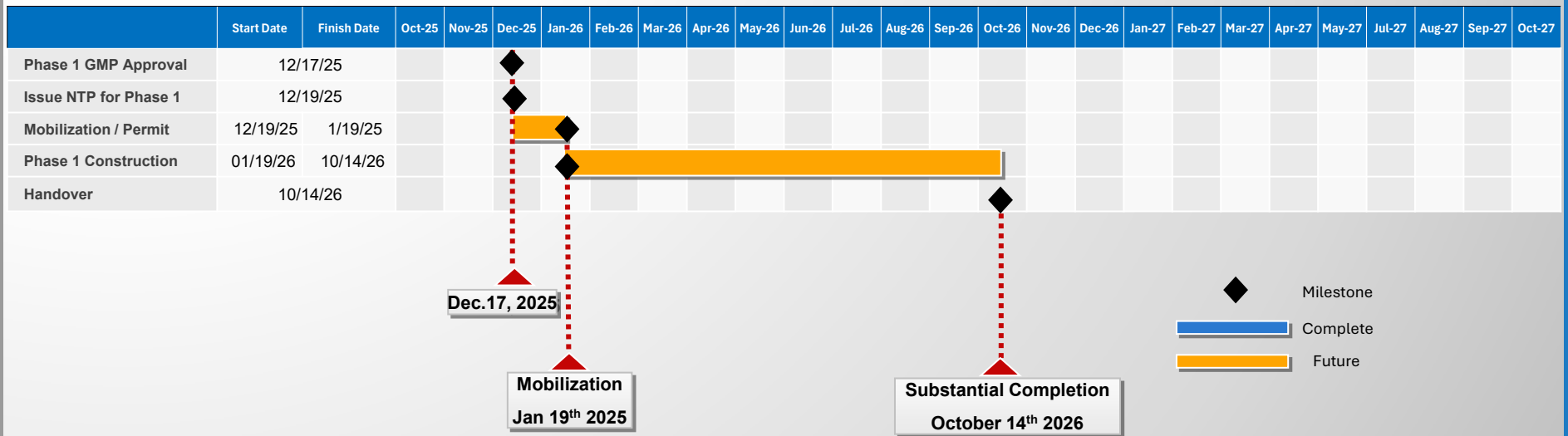
The following provides a consolidated summary of the Guaranteed Maximum Price (GMP) and the remaining soft costs required to deliver Phase 1 of the project. Suffolk Construction has submitted a GMP proposal totaling **\$19,517,575**. When combined with the associated professional services and other soft costs, the total projected Phase 1 expenditure is **\$21,620,954**, which remains within the Village of Estero's approved Phase 1 budget.

GMP SUMMARY	PHASE 1
Suffolk GMP #1 Hard Costs	19,517,575
Architectural	390,352
Engineering	390,352
Legal	292,764
TOTAL Hard and Soft Costs	20,591,042
Owner Contingency (5%)	1,029,552
TOTAL PROJECT COSTS	21,620,594

Village Center Hub

Suffolk Construction Schedule Village Hub

GMP Schedule Summary – Phase 1A



Recommendation / Way Forward

We are recommending approval of the motion to authorize the Village Manager to execute GMP Addendum #1 for contract 25029 for Suffolk Construction to complete Phase 1 site work, infrastructure, and road network for the Village Hub in the amount of \$19,517,575, upon the Manager's determination that the exceptions, qualifications and assumptions submitted by Suffolk are acceptable and may be incorporated into the GMP Addendum.

Authorize the Village Manager to execute all other documents related to proceeding with construction under the approved GMP Addendum.

Village Center Hub

Exhibit 1 - GMP #1 Detailed Cost Summary



Village Center Hub

CODE	DESCRIPTION	TOTAL
0010	General Requirements	201,390
0101	Final Cleaning	23,000
0240	Demolition	107,440
0250	Surveying	103,500
0330	Concrete & Masonry	238,903
0442	Architectural Precast & Stone Veneer	85,321
0550	Decorative Metals	99,102
0610	Rough Carpentry	128,788
0924	Stucco	101,600
0990	Painting & Waterproofing	44,038
1040	Signage	116,701
1166	Athletic Fields & Equipment	1,879,537
2605	Electrical	2,114,570
3100	Earthwork	5,247,830
3231	Temp Fencing	239,976
3291	Landscape & Irrigation	2,620,321
3310	Underground Utilities	2,060,000
9999	LDO Permit Changes & Costs	400,000

SUBTOTAL \$ 15,812,017

	General Conditions	1,398,618
	Building Permits - Allowance	75,000
1.50%	Subguard	237,180
1.00%	Builder's Risk Insurance	175,228
1.40%	General Liability Insurance	247,773
2.00%	Construction Contingency	316,240
	Design Consultant Construction Administration	220,000
0.67%	Performance & Payment Bonds	123,830
4.90%	Fee	911,688

TOTAL COST \$ 19,517,575

AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 17, 2025

Agenda Item:

First reading of Zoning Ordinance No. 2025-15, 4741 Broadway Avenue West rezoning

Pass first reading of Ordinance No. 2025-15 and set second reading and public hearing for January 21, 2026.

Background:

This is a rezoning from Agriculture (AG) to Residential Single Family (RSF) for a 1/3-acre lot on Broadway Avenue West. The applicants, Charles and Sandra Cooper, are requesting the rezoning to construct a single family home on the lot. The property is a triangular-shaped parcel located east of Estero River Heights and the FPL right-of way and drainage ditch, and west of Cranbook Harbor.

Description:

See attached staff report for details.

Staff recommends approval with a condition that the applicants execute a 22.5-foot drainage easement on the west side of the property in favor of the Village.

The Planning Zoning and Design Board recommended approval with a drainage easement condition at their meeting on November 18, 2025.

Action Requested:

Pass first reading of Ordinance No. 2025-15 and set second reading and public hearing for January 21, 2026.

Process and Timeline:

- Planning Zoning and Design Board hearing November 18, 2025
- Council first reading December 17, 2025
- Council second reading January 21, 2026

Financial Impact:

Minor cost for newspaper advertisement for second reading.

Prepared By: Mary Gibbs

Attachments:

1. Ordinance No. 2025-15
2. Staff Report
3. Applicant Information

**VILLAGE OF ESTERO, FLORIDA
ZONING
ORDINANCE NO. 2025-15**

**AN ORDINANCE OF THE VILLAGE COUNCIL OF THE
VILLAGE OF ESTERO, FLORIDA, APPROVING WITH
CONDITIONS A REZONING FROM AGRICULTURE
(AG) TO RESIDENTIAL SINGLE FAMILY (RSF) FOR A
0.34+/- ACRE TRIANGULAR PARCEL LOCATED AT
4741 BROADWAY W, EAST OF ESTERO RIVER
HEIGHTS AND THE EXISTING 100-FOOT FPL RIGHT
OF WAY AND WEST OF CRANBROOK HARBOR ;
PROVIDING FOR SEVERABILITY; AND PROVIDING
AN EFFECTIVE DATE.**

WHEREAS, Charles and Sandra Cooper (the “Applicants”), filed an application to
rezone the property located at 4741 Broadway W, consisting of approximately 0.34 acres; and

WHEREAS, the Property STRAP number is 29-46-25-E4-U1690.2484 and the
Property is legally described in Exhibit A attached hereto; and

WHEREAS, the Applicants requested a rezoning from Agriculture (AG) to
Residential Single Family (RSF) (Case Number REZ2025-E001); and

WHEREAS, a noticed Public Information Meeting was held on July 8, 2025 at the
Planning Zoning and Design Board; and

WHEREAS, at a duly noticed public hearing held on November 18, 2025, the Planning
Zoning and Design Board recommended approval of the request with a condition; and

WHEREAS, a duly noticed first reading was held before the Village Council on
_____; and

WHEREAS, a duly noticed second reading and public hearing was held before the
Village Council on _____, at which time the Village Council gave consideration to the
evidence presented by the Applicant and the Village staff, the recommendations of the
Planning Zoning and Design Board and the comments of the public.

NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero,
Florida;

Section 1. Approval.

The Village Council _____ the rezoning from Agriculture (AG) to Residential
Single-Family (RSF).

Section 2. Conditions.

Zoning Ordinance No. 2025-15
Case No. REZ2025-E001
4741 Broadway W

Page 1 of 4

48
49 1. Drainage Easement
50

51 The applicants must execute a 22.5-foot drainage easement on the west side of the
52 property in favor of the Village. This easement will provide continuity with the
53 existing easement created by the Cranbrook Harbor plat of the drainage ditch
54 running from Broadway W to the Estero River, parallel to the FPL Right of Way
55 (former Seminole railroad track property). The easement shall be in a form
56 approved by the Village Attorney and shall be delivered to the Village for recording
57 prior to the effective date of the Rezoning Ordinance.
58

59 **Section 3. Findings and Conclusions.**
60

61 Based upon an analysis of the application and the standards for approval in the Land
62 Development Code, and the conditions of approval, the Council finds and concludes
63 that the rezoning:
64

65 **1. Is consistent with and furthers the goals, objective, and policies of the**
66 **Comprehensive Plan and all other Village adopted plans.**
67

68 *The proposed rezoning from AG to RSF is consistent with the Village Neighborhood*
69 *1 land use category.*
70

71 **2. Is not in conflict with any portion of the LDC;**
72

73 *The proposed rezoning meets the LDC requirements.*
74

75 **3. Addresses a demonstrated community need;**
76

77 *The applicant will record a 22.5-foot drainage easement on the west side of the*
78 *property which would provide continuity with the existing easement running from*
79 *Broadway W to the Estero River, parallel to the FPL Right of Way.*
80

81 **4. Is compatible with existing and proposed uses surrounding the subject land,**
82 **and is the appropriate zoning district for the land;**
83

84 *The proposed rezoning from AG to RSF would allow the construction of a single-*
85 *family home, which is more appropriate than agricultural use.*
86

87 **5. Would result in a logical and orderly development pattern;**
88

89 *The proposed rezoning is an infill area.*
90

91 **6. Would not adversely affect the property values in the area;**
92

The proposed amendment should not adversely affect property values in the area.

- 7. Would result in development that is adequately served by public facilities (road, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities);**

The proposed rezoning would result in the development of a single-family residence that would be served by public facilities because the infrastructure is existing.

- 8. Would not result in significantly adverse impacts on the natural environment including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical areas, and the natural functioning of the environment;**

The proposed rezoning would not have an adverse impact on the natural environment. The proposed drainage easement will benefit the existing stormwater management system.

- 9. Is compatible with existing or planned uses in the surrounding uses;**

On balance, the proposed use is compatible with the general surrounding area. The proposed rezoning will allow the construction of a single-family residence which is consistent with the property's future land use Village Neighborhood I designation.

Section 5. Exhibits.

The following exhibits are attached to this Ordinance and incorporated by reference:

Exhibit A Legal Description of Property

Section 6. Severability.

Should any section, paragraph, sentence, clause, phrase, or other part of this Ordinance subsequent to its effective date be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any portion thereof, other than the part so declared to be invalid.

Section 7. Effective Date.

This Ordinance shall take effect immediately upon adoption.

PASSED on first reading this ____ day of _____.

PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero,
Florida on second reading this ____ day of _____.

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Attest:

VILLAGE OF ESTERO, FLORIDA

By: _____
Carol Sacco, Village Clerk

By: _____
Joanne Ribble, Mayor

Reviewed for legal sufficiency:

By: _____
Nancy E. Stroud, Village Land Use Attorney

Vote:	AYE	NAY
Mayor Ribble	_____	_____
Vice Mayor Zaluki	_____	_____
Councilmember Fayhee	_____	_____
Councilmember Hunt	_____	_____
Councilmember Lopez	_____	_____
Councilmember McLain	_____	_____
Councilmember Ward	_____	_____

Zoning Ordinance No. 2025-15
Case No. REZ2025-E001
4741 Broadway W

Page 4 of 4

Exhibit A

MICHAEL YOUNG LAND SURVEYING
18714 SPRUCE DRIVE W.
FORT MYERS, FL. 33967
YOUNGSURVEYING@AOL.COM
TELEPHONE 239-267-1700

Sept. 24, 2025
Revised as per
Staff Review Comments
(08-09-25)

BOUNDARY SURVEY

FILE NO: 24267
SURVEY DATE: 10-03-24

PROPERTY ADDRESS:
4741 BROADWAY W
ESTERO, FLORIDA 33928

LEGAL DESCRIPTION:

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 29, Township 46 South, Range 25 East, Lee County, Florida; running thence on a straight line in a Westerly direction along the North boundary line of said Northwest quarter a distance of 132.8 feet to intersection with the East right-of-way line of Seaboard All Florida Railway; running thence on a straight line in a southeasterly direction along the said right-of-way line of said Railway a distance of 380.5 feet to intersection with the East boundary line of the said Northwest quarter of the Southwest quarter; running thence on a straight line in a Northerly direction along said East boundary line of said Northwest quarter of the Southwest quarter a distance of 356.5 feet to the Northeast corner of said Northwest quarter of the Southwest quarter and the Point of Beginning.

LEGAL DESCRIPTION: FOR THE
PURPOSES OF REZONING; AG TO RSF

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 29, Township 46 South, Range 25 East, Lee County, Florida; said point lies at the Northwest corner of Lot 1, CRANBROOK HARBOR, Plat Book 32, Pages 143 and 144, public records, Lee County, Florida; thence S 88°28'27" W along the North line of said Northwest quarter a distance of 105.41 feet to intersection with the East right-of-way line of Seaboard All Florida Railway; thence S 21°18'05" E along the said right-of-way line of said Railway a distance of 298.79 feet to intersection with the East boundary line of the said Northwest quarter of the Southwest quarter and Westerly line of Lot 7 of said CRANBROOK HARBOR; thence N 00°38'46" W along said East boundary line of said Northwest quarter of the Southwest quarter and said Westerly line of Lot 7 and Lot 1 a distance of 281.20 feet to the Northeast corner of said Northwest quarter of the Southwest quarter and the Point of Beginning. Containing 14818.65 square feet, more or less.

NOTES:

- 1) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF AND ARE TAKEN FROM THE RECORDED DEED UNLESS OTHERWISE NOTED.
- 2) BEARING IS SHOWN HEREIN ARE ASSUMED AND BASED ON NORTH-BOUNDARY LINE OF THE HWY quarter of the SW quarter of Section 29, Township 46 North, Range 10 East, T46N R10E S29T E
- 3) LEGAL DESCRIPTION, AS SHOWN, WAS PROVIDED BY CLIENT.
- 4) ONLY IMPROVEMENTS SHOWN WERE LOCATED.
- 5) UNDERGROUND UTILITIES WERE NOT LOCATED.
- 6) PARCEL SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, ETC. AS SHOWN ON RECORD.
- 7) ABSTRACT NOT REVIEWED AND OPINION OF TITLE NOT DETERMINED.
- 8) ELEVATIONS, IF SHOWN, ARE BASED ON HIGN AMERICAN VERTICAL DATUM 1985 (NAVD83).
- 9) FLOOD INSURANCE RATE MAPS IN FLOOD ZONE AREA(S) AS SHOWN ON FLOOD INSURANCE RATE MAP 00240Z 09/03C, EFFECTIVE DATE 11-07-02.
- 10) REVISIONS:
- a) ADDED EASEMENTS 7-23-25
- b) CHANGED WIDTH OF DIAPHRAGM EASEMENT AND WROTE A NEW LEGAL DESCRIPTION 9-23-25
- CHANEL

THIS SURVEY NOT VALID WITHOUT THE DIGITAL
SIGNATURE AND EMBOSSED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

Michael S Young Digitally signed by Michael S Young
Date: 2025.09.24 14:26:14 -0600

MICHAEL S. YOUNG DATE SIGNED
PROFESSIONAL SURVEYOR AND MAPPER 9-24-2025
LS 6230

CERTIFIED TO:
Cooper, Sandra S. and Charles M.

LEGEND:

- [illegible]

- ☐ = LIGHT POLE
- ⬢ = POWER POLE
- ⊕ = WATER METER
- ⊖ = UNDERGROUND TELEPHONE BOX
- ⊙ = CABLE TELEVISION SERVICE BOX
- = FIRE HYDRANT
- = ROUND CONC. MONUMENT
- = ROUNDED IRON SIGN
- = ROUNDED MAIL BOX
- = SET NAIL, 8 TAIL X 1/20
- = SET 1/2" IRON ROD X CAP
- U = UACID
- ⊕ = WATER VALVE
- ⊖ = TRANSFORMER
- ⊙ = SANITARY MANHOLE
- ⊙ = POLL HEAD
- ⊙ = APPROX. CENTER OF SEPTIC TANK
- = WOODEN PRIVACY FENCE
- = CHAIN LINK FENCE
- = OVERHEAD POWER LINES
- = COUNTERLINE SWALE
- = TOP OF BANK
- ⊙ = CENTRAL ANGLE
- ⊙ = RADIAL
- ⊙ = ARC LENGTH



**Rezoning of 4741 Broadway W
Zoning Staff Report
For Village Council**

CASE NAME: 4741 Broadway W

CASE TYPE: Rezoning from Agriculture (AG) to Residential Single Family (RSF)

CASE NUMBER: REZ2025-E001

PLANNING ZONING & DESIGN BOARD MEETING: November 18, 2025

VILLAGE COUNCIL: December 17, 2025 First Reading
January 21, 2025 Second Reading

SUMMARY OF REQUEST

The applicants, Charles and Sandra Cooper, are requesting a rezoning of their property from Agriculture (AG) to Residential Single Family (RSF) to construct a single-family home on the property. The triangular parcel is located east of Estero River Heights and the existing 100-foot FPL Right of Way, and west of Cranbrook Harbor, consisting of approximately 0.34+/- acres.

PLANNING ZONING AND DESIGN BOARD AND STAFF RECOMMENDATIONS

Staff and PZDB recommend approval of the rezoning with a condition to provide a drainage easement. The condition is outlined in the attached ordinance.

GENERAL INFORMATION

Applicant/Owner
Charles and Sandra Cooper

Location
4741 Broadway W

STRAP Number
29-46-25-E4-U1690.2484

December 17, 2025 & January 21, 2025

REZ2025-E001

Page 1 of 7

Size of Property

0.34+/- acres (15,856 square feet)

Surrounding Area Zoning, and Land Use

North Broadway W, then, an FPL Power Station and Riverwoods Plantation property (tennis and outdoor recreation courts)

East Single-family homes in Cranbrook Harbor – Agriculture (AG)

South Cranbrook Harbor and the 100-foot FPL Right of Way

West 100-foot FPL Right of Way, then, homes in Estero River Heights – Residential Single Family (RSF)

Zoning

Agriculture (AG)

Comprehensive Plan Land Use Category

Village Neighborhood 1

Public Information Meeting

A Public Information Meeting was held at the Planning, Zoning, and Design Board on July 8th, 2025.

STAFF REVIEW AND ANALYSIS

The applicants are requesting the rezoning of their property from Agriculture (AG) to Residential Single Family (RSF) to construct a single-family home on the property. The property does not currently meet the Village of Estero Land Development Code – AG Zoning minimum size of one acre, necessitating the rezoning to RSF.

The Village of Estero Land Development Code characterizes Residential Single Family (RSF) zoning as “lands that accommodate primarily single-family detached dwellings on lots with a minimum area of 7,500 square feet.” The density and dimensional standards in this zoning district are as follows (per Sec. 3-303.D):

- Maximum lot coverage – 40%
- Minimum Lot Width – 75 feet
- Minimum Lot Depth – 100 feet
- Minimum Side Setback – 7.5 feet
- Minimum Rear Setback – 20 feet
- Minimum Street Setback – 25 feet (Broadway W is a Collector Road)

The subject property was never platted. Although there is a legal description for the property, it appears that it was a spare piece of land that was left over from the FPL ROW. This is demonstrated by the inconsistent lot shape and the inability to currently meet the minimum lot requirements for AG zoning.

Estero River Heights, a residential community which lies west of the subject property is zoned RSF. The subject property is comparable in lot size to most lots within Estero River Heights, as they are also approximately 0.34+/- acres. However, the adjacent community immediately east of

the subject property, Cranbrook Harbor, features larger lot sizes, which are approximately an acre in size and are zoned AG.

The aerial photo below shows the subject property (outlined in red) and the adjacent Estero River Heights and Cranbrook Harbor subdivisions.



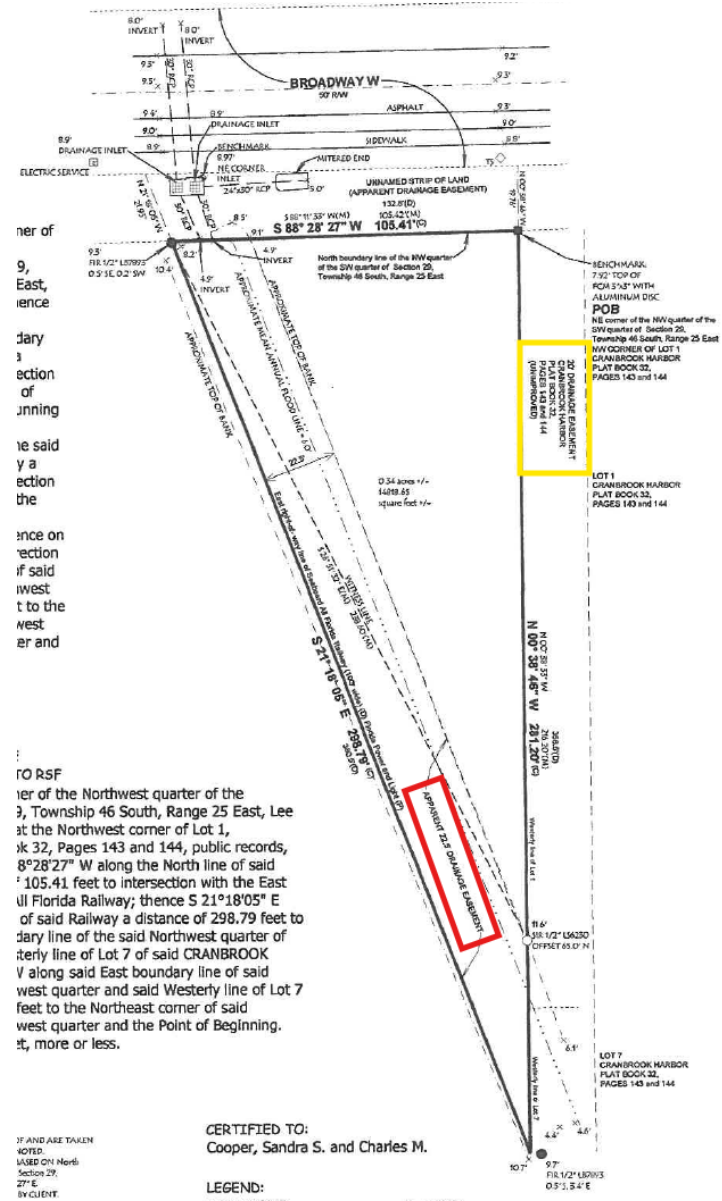
Site Plan

The applicant has provided a site plan as part of this rezoning request (attached). The site plan shows the proposed 22.5-foot drainage easement to the west and a proposed “possible footprint for house”. The proposed home shown on the site plan appears to meet the minimum lot size, minimum lot dimensions, and the minimum setbacks requirements for RSF zoning. It is noted that the proposed home shown on the site plan is for informational purposes and is not part of this rezoning request. A separate building permit is required.

Drainage Easement

As part of the rezoning request, the applicants will execute a 22.5-foot drainage easement on the west side of the property in favor of the Village. This easement will provide continuity with the existing easement created by the Cranbrook Harbor plat of the drainage ditch running from Broadway W to the Estero River, parallel to the FPL Right of Way (former Seminole railroad track property). The boundary survey of the subject property is shown below. In yellow, is the existing

20-foot drainage easement in Cranbrook Harbor and in red is the proposed 22.5-foot drainage easement on the west side of the subject property.



COMPREHENSIVE PLAN ANALYSIS

The parcel is in the Village Neighborhood I Future Land Use Category. The category is described in the Comprehensive Plan excerpt below:

The Village Neighborhood 1 areas are characterized by predominantly residential uses of lower densities with the potential for commercial uses of a minor commercial or neighborhood center scale. Some, but not all, of the requisite infrastructure needed for development is generally planned or in place. These areas were generally designated Rural, Sub-Outlying Suburban, Outlying Suburban, or Suburban in the Village's Transitional Comprehensive Plan. These areas have been developed or planned with existing or emerging residential neighborhoods. Golf courses constitute the predominant open space in many of these neighborhoods, and gross densities range from one dwelling unit per acre (1 du/acre) to four dwelling units per acre (4 du/acre). Village Neighborhood 1 designated areas are either on the fringe of natural resources, or in proximity to urban commercial or transitional mixed-use areas. Examples include Wildcat Run, West Bay Club, The Estates at Estero River, the Brooks and Pelican Landing.

Staff Comment: The Village Neighborhood I areas allow for a density range of 1 – 4 units per acre. Predominant land uses in Village Neighborhood I are lower density residential uses. The proposed rezoning will allow for the construction of a single-family dwelling on 0.34 acres which is equivalent to a density of 3 units per acre, within the range of VN I. This is consistent with the Comprehensive Plan Village Neighborhood I designation.

Relevant Comprehensive Plan policies are listed below:

FLU-1.11.2 RESIDENTIAL DEVELOPMENT STANDARDS. Support and enhance Estero's residential character by ensuring that development proposals address how they:

- A. *Are compatible with adjacent uses, public facilities, and infrastructure systems;*
- B. *Impact surrounding environmental and natural resources, with specific controls to ensure preserved areas that are designated preserve through the development permitting process are not encroached upon and are only able to be altered or changed upon approval of amendments or modifications to applicable development orders and permits;*
- C. *Access, where applicable, nearby parks, public spaces, recreational facilities, greenways, blueways, and natural open spaces;*
- D. *Connect to adjacent residential developments, mixed-use centers, economic areas, public facilities, natural resources, and other community facilities; and*
- E. *Contribute to the overall design, landscaping, and aesthetics that make up the community's character as a harmonious place with beauty, spaciousness, and a diversity of high quality residential and commercial development that positively contributes to the quality of life of Estero's residents.*

Staff Comment: The subject property is an irregularly shaped, left-over "cut-out" parcel that was never platted. The proposed use of a single-family residence is similar in size to the adjacent uses to the west. The closest home in Cranbrook Harbor, east of the subject property is approximately +/- 100 feet away and separated by a 20-foot drainage easement.

HOU-1.1.3 New development must be compatible with existing residential uses.

Staff Comment: The subject property can meet the setback and lot size requirements for a single-family residence with the proposed rezoning to RSF. This proposed lot is similar in size to the lots in Estero River Heights and smaller than the adjacent lots in Cranbrook Harbor but separated by a small drainage easement.

CONCLUSION

Staff has proposed the following findings for the rezoning per Section 2-501.C.2 of the Land Development Code, that the rezoning:

1. Is consistent with and furthers the goals, objective, and policies of the Comprehensive Plan and all other Village adopted plans.

Staff Comment: The proposed rezoning from AG to RSF is consistent with the Village Neighborhood 1 land use category.

2. Is not in conflict with any portion of the LDC.

Staff Comment: The proposed rezoning meets the LDC requirements.

3. Addresses a demonstrated community need.

Staff Comment: The applicant will record a 22.5-foot drainage easement on the west side of the property which would provide continuity with the existing easement running from Broadway W to the Estero River, parallel to the FPL Right of Way.

4. Is compatible with existing and proposed uses surrounding the subject land, and is the appropriate zoning district for the land.

Staff Comment: The proposed rezoning from AG to RSF would allow the construction of a single-family home, which is more appropriate than agricultural use.

5. Would result in a logical and orderly development pattern.

Staff Comment: The proposed rezoning is an infill area.

6. Would not adversely affect the property values in the area.

Staff Comment: The proposed rezoning should not adversely affect property values in the area.

7. Would result in development that is adequately served by public facilities (roads, potable water, wastewater, solid waste, storm water, schools, parks, police, and fire and emergency medical facilities).

Staff Comment: The proposed rezoning would result in the development of a single-family residence that would be served by public facilities because the infrastructure is existing.

8. Would not result in significantly adverse impacts on the natural environment – including, but not limited to water air, noise, storm water management, wildlife, vegetation, wetlands, environmentally critical area, and the natural functioning of the environment.

Staff Comment: The proposed rezoning would not have an adverse impact on the natural environment. The proposed drainage easement will benefit the existing stormwater management system.

9. Is compatible with existing or planned uses in the surrounding area.

Staff Comment: On balance, the proposed use is compatible with the general surrounding area. The proposed rezoning will allow the construction of a single-family residence which is consistent with the property's future land use Village Neighborhood I designation.

ATTACHMENTS:

- A. Boundary Survey, stamped "Received Sep. 24, 2025."
- B. "Revised Site Plan", dated September 24, 2025.

Sept. 24, 2025
Revised as per
Staff Review Comments
(08-09-25)

BOUNDARY SURVEY
FILE NO: 24267
SURVEY DATE: 10-03-24

LEGAL DESCRIPTION:
Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 29, Township 46 South, Range 25 East, Lee County, Florida; running thence on a straight line in a Westerly direction along the North boundary line of said Northwest quarter a distance of 132.8 feet to intersection with the East right-of-way line of Seaboard All Florida Railway; running thence on a straight line in a southeasterly direction along the said right-of-way line of said Railway a distance of 380.5 feet to intersection with the East boundary line of the said Northwest quarter of the Southwest quarter; running thence on a straight line in a Northerly direction along said East boundary line of said Northwest quarter of the Southwest quarter a distance of 356.5 feet to the Northeast corner of said Northwest quarter of the Southwest quarter and the Point of Beginning.

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 29, Township 46 South, Range 25 East, Lee County, Florida; said point lies at the Northwest corner of Lot 1, CRANBROOK HARBOR, Plat Book 32, Pages 143 and 144, public records, Lee County, Florida; thence S 88°28'27" W along the North line of said Northwest quarter a distance of 105.41 feet to intersection with the East right-of-way line of Seaboard All Florida Railway; thence S 21°18'05" E along the said right-of-way line of said Railway a distance of 298.79 feet to intersection with the East boundary line of the said Northwest quarter of the Southwest quarter and Westerly line of Lot 7 of said CRANBROOK HARBOR; thence N 00°38'46" W along said East boundary line of said Northwest quarter of the Southwest quarter and said Westerly line of Lot 7 and Lot 1 a distance of 281.20 feet to the Northeast corner of said Northwest quarter of the Southwest quarter and the Point of Beginning. Containing 14818.65 square feet, more or less.

1) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF AND ARE TAKEN FROM THE RECORDED DEED UNLESS OTHERWISE NOTED.

2) SAVING: SHOWN HEREON AS ASSUMED AND BASED ON North boundary line of HWY quarter of SE1/4 quarter of Section 29, Township 46 North, Range 10 East, T46N R10E S27 2P 27'.

3) LEGAL DESCRIPTION, AS SHOWN, WAS PROVIDED BY OWNER.

4) ONLY IMPROVEMENTS SHOWN WERE LOCATED.

5) UNDERGROUND UTILITIES WERE NOT LOCATED

6) EASEL SUBJECT TO GOVERNMENT RESTRICTIONS, RESERVATIONS HIGHWAYS OF RECORD.

7) ABSTRACT NOT REVIEWED AND ORIGIN OF TITLE NOT DETERMINED.

8) ELEVATIONS, IF SHOWN, ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1988 (NAVD83).

9) THE SHOWN FLOOD INSURANCE IS FLOOD ZONE ALELO#A-AS SHOWN ON FLOOD INSURANCE RATE MAP 10020Q 0579; EFFECTIVE DATE 11-17-22.

10) REVISIONS

A) ADDED DESCRIPTION 7-23-25

B) CHANGED WIDTH OF DRAINAGE EASEMENT

C) WROTE A NEW LEGAL DESCRIPTION 9-23-25

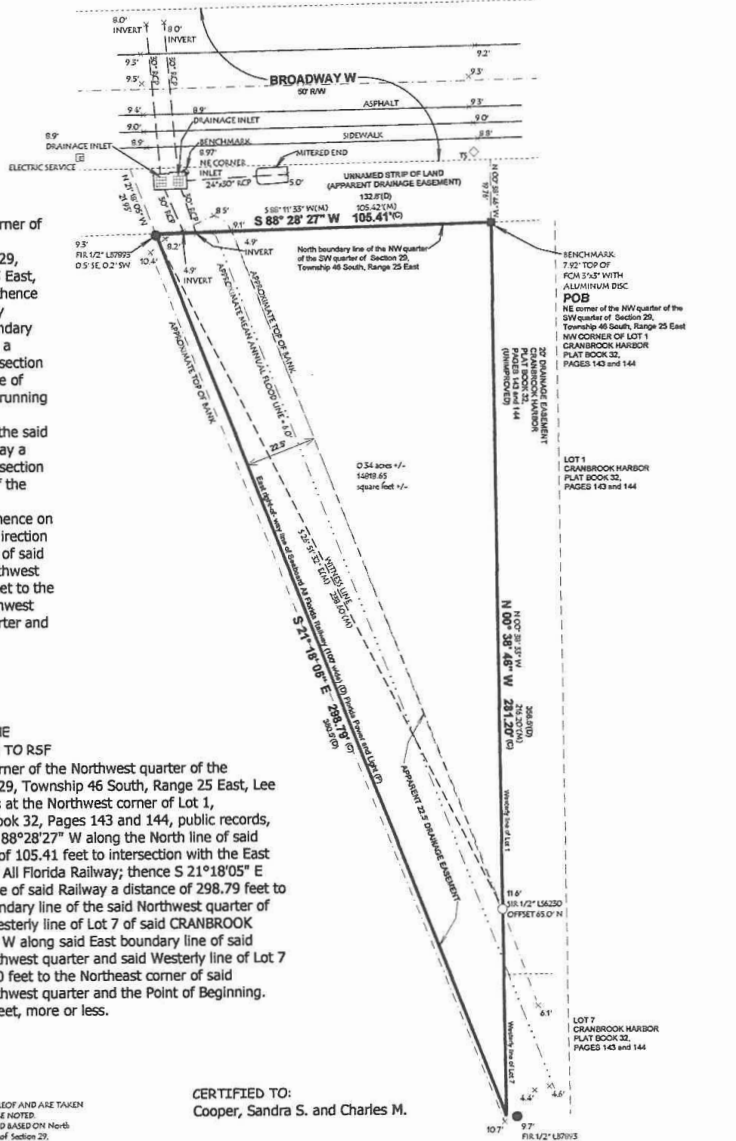
CHANEL

THIS SURVEY NOT VALID WITHOUT THE DIGITAL
SIGNATURE AND EMBOSSED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

Michael S Young Digitally signed by Michael S Young
Date: 2025.09.24 14:25:14 -0600

MICHAEL S. YOUNG DATE SIGNED
PROFESSIONAL SURVEYOR AND MAPPER 9-24-2025
1547190

LEGEND:

[illegible]

PUB
NE corner of the NW quarter of the
SW quarter of Section 29,
Township 46 South, Range 25 East
NW CORNER OF LOT 1
CRANBROOK HARBOR
PLAT BOOK 32,
PAGES 143 and 144

LOT 1
CRANBROOK HARBOR
PLAT BOOK 32,
PAGES 142 and 144

LOT 7
CRANBROOK HARBOR
FLAT BOOK 32,
PAGES 143 and 144



SCALE 1" = 30 FEET

ATTACHMENT B

REVISED

Site Plan
September 24, 2025

MICHAEL YOUNG LAND SURVEYING
18714 SPRUCE DRIVE W.
FORT MYERS, FL. 33967
YOUNGSURVEYING@AOL.COM
TELEPHONE 239-267-1700

BOUNDARY SURVEY

FILE NO: 24267
SURVEY DATE: 10-03-24

PROPERTY ADDRESS:
4741 BROADWAY W
ESTERO, FLORIDA 33928

LEGAL DESCRIPTION:
Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 29, Township 46 South, Range 25 East, Lee County, Florida; running thence on a straight line in a Westerly direction along the North boundary line of said Northwest quarter a distance of 132.8 feet to intersection with the East right-of-way line of Seaboard All Florida Railway; running thence on a straight line in a southeasterly direction along the said right-of-way line of said Railway a distance of 380.5 feet to intersection with the East boundary line of the said Northwest quarter of the Southwest quarter; running thence on a straight line in a Northerly direction along said East boundary line of said Northwest quarter of the Southwest quarter a distance of 356.5 feet to the Northeast corner of said Northwest quarter of the Southwest quarter and the Point of Beginning.

LEGAL DESCRIPTION: FOR THE
PURPOSES OF REZONING; AG TO RSF

Beginning at the Northeast corner of the Northwest quarter of the Southwest quarter of Section 29, Township 46 South, Range 25 East, Lee County, Florida; said point lies at the Northwest corner of Lot 1, CRANBROOK HARBOR, Plat Book 32, Pages 143 and 144, public records, Lee County, Florida; thence S 88°38'27" W along the North line of said Northwest quarter a distance of 105.41 feet to Intersection with the East right-of-way line of Seaboard All Florida Railway; thence S 21°18'05" E along the said right-of-way line of said Railway a distance of 298.79 feet to Intersection with the East boundary line of the said Northwest quarter of the Southwest quarter and Westerly line of Lot 7 of said CRANBROOK HARBOR; thence N 00°38'46" W along said East boundary line of said Northwest quarter of the Southwest quarter and said Westerly line of Lot 7 and Lot 1 a distance of 281.20 feet to the Northeast corner of said Northwest quarter of the Southwest quarter and the Point of Beginning. Containing 14818.65 square feet, more or less.

NOTES:

- 1) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF AND ARE TAKEN FROM THE RECORDED DEED UNLESS OTHERWISE NOTED;
- 2) BOUNDARIES SHOWN HEREIN ARE ASSUMED TO BE BASED ON South boundary line of the NW quarter of the SW quarter of Section 29, Township 46 North, Range 10 East, T46N R10E S29-27E
- 3) ALL DESCRIPTIONS SHOWN, WAS PROVIDED BY CLIENT
- 4) ONLY IMPROVEMENTS SHOWN WERE LOCATED
- 5) UNDERGROUND UTILITIES WERE NOT LOCATED
- 6) PARCELS SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, EIGHTH AND NINTH
- 7) ABSTRACT NOT REVIEWED AND OPINION OF TITLE NOT DETERMINED
- 8) ELEVATIONS, IF SHOWN, ARE BASED ON NORTH AMERICAN VERTICAL DATUM 1985 (NAVD83)
- 9) THE SHOWN FLOOD INSURANCE LINES IN FLOOD ZONE ARE BASED AS SHOWN ON FLOOD INSURANCE RATE MAP 20200 0579 G, EFFECTIVE DATE 11-17-12
- 10) REVISIONS:
- a) ADDED EASEMENTS 7-25-25
- b) CHANGED WIDTH OF DRAINAGE EASEMENT AND WROTE A NEW LEGAL DESCRIPTION 9-28-25
- CHANEL

THIS SURVEY NOT VALID WITHOUT THE DIGITAL
SIGNATURE AND EMBOSSED SEAL OF A FLORIDA
LICENSED SURVEYOR AND MAPPER.

Michael S Young Digitally signed by Michael S Young
Date: 2025.09.24 14:26:14 -0400

MICHAEL S. YOUNG DATE SIGNED
PROFESSIONAL SURVEYOR AND MAPPER 9-24-2025
154310

CERTIFIED TO:
Cooper, Sandra S. and Charles M.

LEGEND:

- AIR - AIR CONDITIONER
 CONC - CONCRETE
 CALC - CALCULATED
 TV - TELEVISION SERVICE
 PL - PLUMBAGE EASEMENT
 AL - ALLEYWAY
 E - ELECTRIC SERVICE BOX
 EL - ELEVATION
 F - FIELD
 FR - FURNACE ROOM
 FR - FOUNDATION
 FR - FOUND NAIL & DISK
 M - MEASURED
 NA - NORTH AMERICAN
 V - VERTICAL BATHING
 NO - NUMBER
 OS - OFFICE
 OR - OFFICIAL RECORDS
 P - PLAT
 POS - POINT OF BEGINNING
 POC - POINT OF COMMENCEMENT
 P - PUBLIC UTILITY EASEMENT
 R/W - RIGHT-OF-WAY
 RCF - REINFORCED CONCRETE PIPE
 SET - SET 2" FROM IRON ROD & CAP
 SHD - SHED & BLDG IS 4320
 T - APPROXIMATE TOP OF BANK
 T - TELEPHONE SERVICE BOX

- LIGHT POLE
- POWER POLE
- WATER METER
- UNDERGROUND TELEPHONE BOX
- CABLE TELEVISION SERVICE BOX
- RILE INFLUENT
- ROUND CONC. MONUMENT
- ROUND IRON STD
- ROUND MAIL
- SET NAIL & TAB 15 6230
- SET 1/2" IRON ROD & CAP 156230
- FLATCH VALVE
- FLATCH PANEL
- SANITARY MANHOLE
- WELL HEAD
- APPROP. CENTER OF SEPTIC TANK
- MODERN FENCE
- CHIMNEY
- OVERHEAD POWER LINE
- CENTRELINE SIGNAL
- TOP OF BANK
- CENTRAL ANGLE
- RADII
- ARC LENGTH

— 25'
rear
setback

SCALE 1" = 30 FEET

This Instrument Prepared By:
Village of Estero
9401 Corkscrew Palms Circle
Estero, FL 33928

Strap Number(s):

29-46-25-E4-U1690.2484

THIS SPACE RESERVED FOR RECORDING

**GRANT OF DRAINAGE, ACCESS, & MAINTENANCE EASEMENT
TO VILLAGE OF ESTERO**

THIS INDENTURE is made and entered into this 2nd day of Dec. 2025, by and between Charles M. Cooper and Sandra S. Cooper, whose address is 4741 Broadway W, Estero, FL 33928, hereinafter referred to as GRANTORS, and the VILLAGE OF ESTERO, a Florida municipal corporation, whose address is 9401 Corkscrew Palms Circle, Estero, FL 33928, hereinafter referred to as the VILLAGE.

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTORS hereby grant, bargain, sell and transfer to the VILLAGE, its successors, appointees and assigns, an exclusive, perpetual drainage, access, and maintenance easement situated in Lee County, Florida, depicted and described in **Exhibit "A"**, attached hereto and made a part hereof.

2. The VILLAGE is granted the right, privilege, and authority to construct, replace, renew, access and maintain stormwater (drainage) facilities to be located within the easement which is located on the property described in attached **Exhibit "A"**, with the additional right, privilege and authority to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other manmade improvements or naturally occurring impediments which may affect the construction, replacement, renewal, access or maintenance of said stormwater (drainage) facilities authorized herein.

3. This easement does not dictate or require any particular size, material, method, or configuration of stormwater (drainage) facilities and such materials, methods and configurations shall be within the Village's sole discretion. The total area of this easement is reserved for construction, replacement, renewal, access and maintenance of stormwater (drainage) facilities along with necessary access and maintenance travelways and appurtenant facilities and for any landscaping (generally excluding trees), walkways, pathways, or similar uses to be installed and maintained by the Village. Houses, fences, buildings, carports, trees, garages, drain pipes, storage sheds, overhangs, bridges, pavement, or any other structures or portions of structures may not be constructed on or placed within or upon this drainage, access and maintenance easement, present or future, by GRANTORS, or their heirs, successors, agents, lessees, tenants, or assigns. Grantors grant to Village the right to remove any such structures built or placed in the easement.

4. Title to all stormwater (drainage) facilities constructed and/or placed hereunder by the VILLAGE will become the property of the VILLAGE. Maintenance of these stormwater (drainage) facilities will be the responsibility of the VILLAGE unless otherwise so identified.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission lines and telecommunications lines covering the land herein described, GRANTORS covenant that they are lawfully seized and possessed of the described real property in attached **Exhibit "A"**, have good and lawful right and power to sell and convey it, and that the property is free of liens and encumbrances, except as herein stated, and accordingly, GRANTORS will forever defend the right, title and terms of this said easement and the quiet possession thereof by the VILLAGE against all claims and demands of all other entities.

6. GRANTORS, its heirs, successors or assigns, agree to assume all liability for any consequential damages to any houses, fences, buildings, carports, trees, garages, drain pipes, storage sheds, overhangs, bridges, pavement, or any other structures or portions of structures subsequently constructed in violation of paragraph 3 within the easement, which result from the required activities of the VILLAGE for the construction, replacement, renewal, access and maintenance of the stormwater (drainage) facilities located within the easement.

7. Where necessary, the VILLAGE will have reasonable right of access across GRANTORS property for the purposes of reaching the described easement in attached **Exhibit "A"** on either paved or unpaved surfaces. Any damage to GRANTORS property or permitted improvements thereon as the result of such access to the described easement or the construction, replacement, renewal, maintenance, or repairs located within the easement shall be repaired or restored by the VILLAGE to the condition in which it existed prior to the damage, as is reasonably practicable.

8. By acceptance of this easement, the VILLAGE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for construction, replacement, renewal, repair, access, and maintenance of stormwater (drainage) facilities as more fully set forth herein.

9. This easement will be binding upon the parties hereto, their successors in interest and any assigns, and the terms and conditions of this easement shall run with the title to the property described in **Exhibit "A"** attached hereto.

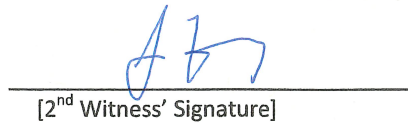
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IN WITNESS WHEREOF, the GRANTORS have caused this document to be signed on the date and year first above written.


[1ST Witness' Signature]

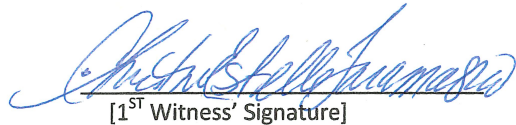
Christine Estelle Taramasco
[Type or Print Name]

5620 Harborage Drive, Fort Myers,
[1st Witness' Complete Address] FL 33908


[2nd Witness' Signature]

Leonardo Taramasco
[Type or Print Name]

5620 Harborage Drive, Fort Myers,
[2nd Witness' Complete Address] FL 33908


[1ST Witness' Signature]

Christine Estelle Taramasco
[Type or Print Name]

5620 Harborage Drive, Fort Myers,
[1st Witness' Complete Address] FL 33908


[2nd Witness' Signature]

Leonardo Taramasco
[Type or Print Name]

5620 Harborage Drive, Fort Myers,
[2nd Witness' Complete Address] FL 33908

BY:

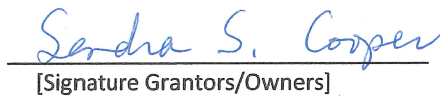

[Signature Grantors/Owners]

Charles M. Cooper
[Type or Print Signatory's Name]

owner / grantor
[Signatory's Title]

[Type or Print Company Name]
[If Applicable]

BY:


[Signature Grantors/Owners]

Sandra S. Cooper
[Type or Print Signatory's Name]

owner / grantor
[Signatory's Title]

[Type or Print Company Name]
[If Applicable]

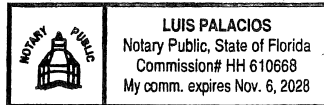
STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me by means of ☒ physical presence or ☐ on-line notarization, this 2 day of December 2025, by

Charles M. Cooper and Sandra S. Cooper (Grantors) who produced the following as identification

Drivers license or are personally known to me, and who did/did not take an oath.

[Stamp or Seal]



Luis Palacios
[Signature of Notary]

Luis Palacios
[Typed or Printed Name]

Approved and accepted for and on behalf of Village of Estero, Florida, this _____ day of _____, 20____.

ATTEST:
CAROL SACCO, CLERK

VILLAGE OF ESTERO
ESTERO, FLORIDA

BY: _____
Clerk

BY: _____
Steve Sarkozy, Village Manager

Attachment: **Exhibit "A"** - Legal Description/Sketch of Drainage, Access & Maintenance Easement



DESCRIPTION
OF
A TRACT OR PARCEL OF LAND LYING IN
SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST,
VILLAGE OF ESTERO, LEE COUNTY, FLORIDA

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, VILLAGE OF ESTERO, LYING IN SECTION 29, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, CRANBROOK HARBOR, AS RECORDED IN PLAT BOOK 32, PAGES 143 AND 144, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 29; THENCE S 00°02'59" E ALONG THE WEST LINE OF SAID CRANBROOK HARBOR FOR 217.41 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE S 00°02'59" E ALONG SAID WEST LINE FOR 63.79 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF A 100 FEET WIDE FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS DESCRIBED IN DEED BOOK 229, PAGE 470, OF SAID PUBLIC RECORDS; THENCE N 20°42'18" W ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE FOR 298.79 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 29; THENCE N 89°04'14" E ALONG SAID NORTH LINE FOR 23.91 FEET TO AN INTERSECTION WITH A LINE BEING 22.50 FEET EAST OF AND PARALLEL WITH (AS MEASURED ON A PERPENDICULAR) SAID NORTHEASTERLY RIGHT-OF-WAY LINE; THENCE S 20°42'18" E ALONG SAID PARALLEL LINE FOR 231.01 FEET TO THE **POINT OF BEGINNING**.

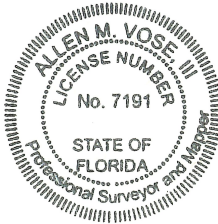
SUBJECT PARCEL CONTAINS: 0.14 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

BEARINGS ARE BASED ON THE RECORD PLAT OF CRANBROOK HARBOR, RECORDED IN PLAT BOOK 32, PAGES 143 AND 144, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WHEREIN THE WEST LINE 1 BEARS N 00°02'59" W.

DESCRIPTION PREPARED: 11-10-2025.

Digitally signed
by Allen M Vose III
Date: 2025.11.10
16:19:13 -05'00'

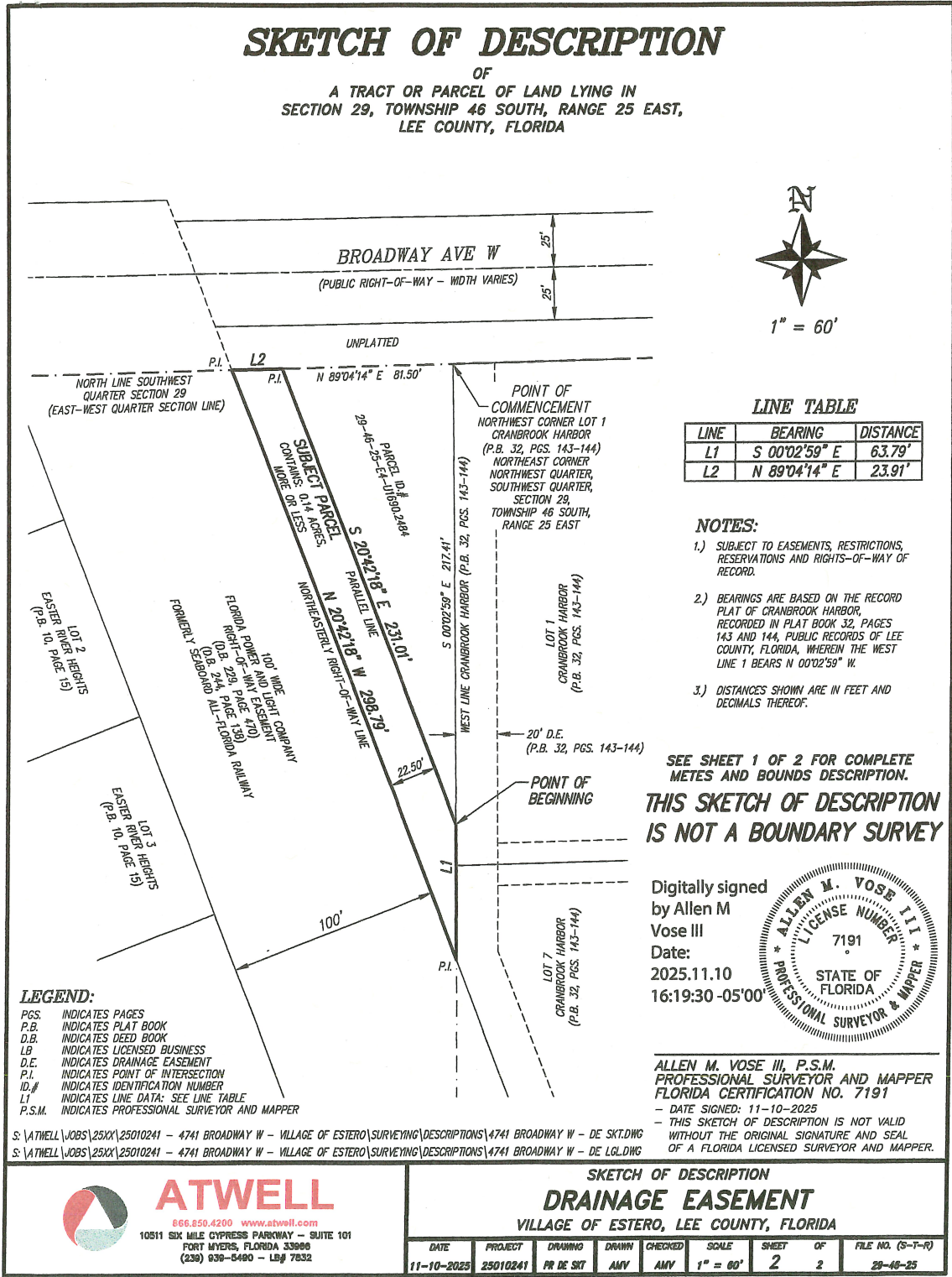


ALLEN M. VOSE III, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATION NO. 7191
DATE SIGNED 11-10-2025

S:\Atwell\Jobs\25xx\25010241 - 4741 BROADWAY W - Village of Estero\Surveying\Descriptions\4741 Broadway W - Drainage Easement LGL.doc
S:\Atwell\Jobs\25xx\25010241 - 4741 BROADWAY W - Village of Estero\Surveying\Descriptions\4741 Broadway W - Drainage Easement SKT.dwg

SHEET 1 OF 2

10511 Six Mile Cypress Parkway, Fort Myers, FL 33966
(239) 939-5490 – Licensed Business LB7832
www.atwell.com



AGENDA ITEM SUMMARY SHEET
VILLAGE COUNCIL MEETING
December 17, 2025

Agenda Item:

Ordinance No. 2025-17 adopting revisions to the Land Development Code regarding landscaping requirements and expiration of development orders.

Motion to adopt Ordinance No. 2025-17 on first reading and to schedule a second reading and public hearing for January 21, 2026.

Background:

The Village, from time to time, grants development orders for the development of land. The Village occasionally experiences significant delays in approved projects actually beginning, and consistently progressing through, the construction process. Recently, complaints have been received by residents complaining about project sites which, while development orders had been approved, no development activity after land clearing has occurred for long periods.

Such delays, which can span many years, often create significant negative impacts upon the Village, to include cleared parcels being left open and unimproved which promotes illegal activities, growth of weeds, excessive and turbid stormwater runoff, and visual blight viewed from adjoining roads and developed properties. Cleared but undeveloped parcels can also undermine the property values of persons who own property next to or near such parcels.

While it is understood that large development projects often have complex financing arrangements and require significant permitting and construction coordination obligations, Village residents want the Village's land development regulations to provide an appropriate balance between the need of a developer to have reasonable time to address its financing and permitting obligations, and the Village's need to prevent the negative impacts of approved development projects which are not moving forward.

The revisions to the Village's Land Development Code set forth in the Ordinance are staff's proposals to help create a better balance between these interests while remaining within applicable state law.

Finally, with respect to the enforcement of certain of the amendments, as Council knows, § 28 of Florida Chapter Law 2025-190 (commonly referred to as "Senate Bill 180"),

Page 1 of 2

provided that until October 1st 2027, local governments could not enforce any new land development regulations which would be “more burdensome” than those in place as of August 1st 2024. Therefore, the Ordinance contains a separate section which provides that the amendments to § 2-502(A)(3)(B), § 2-502(B)(3)(B), and new § 5-414 created by the Ordinance will not be enforced prior to that date unless subsequent state law permits earlier enforcement. The other, more “housekeeping” revisions to the Code would be effective immediately.

Action Requested:

Motion to adopt Ordinance No. 2025-17 on first reading and to schedule a second reading and public hearing for January 21, 2026.

Process and Timeline:

Once approved by Council, Village staff will begin complying with and administering those portions which are immediately enforceable with the remainder becoming enforced when Florida law permits.

Financial Impact: N/A.

Prepared by: Robert Eschenfelder, Village Attorney

Attachment(s):

1. Ordinance No. 2025-17

ORDINANCE NO. 2025-17

AN ORDINANCE OF THE VILLAGE OF ESTERO, FLORIDA, CREATING § 5-414 (REGARDING PERIMETER LANDSCAPE BUFFERS) AND AMENDING § 2-502 (REGARDING SITE DEVELOPMENT OBLIGATIONS) OF THE VILLAGE LAND DEVELOPMENT CODE; MAKING RELATED FINDINGS; PROVIDING FOR SEVERABILITY, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, the Village, from time to time, grants development orders for the development of land; and

WHEREAS, the Village occasionally experiences significant delays in approved projects actually beginning, and consistently progressing through, the construction process; and

WHEREAS, such delays, which can span many years, often create significant negative impacts upon the Village, to include cleared parcels being left open and unimproved which promotes illegal activities, growth of weeds, excessive and turbid stormwater runoff, and visual blight viewed from adjoining roads and developed properties; and

WHEREAS, while the Village Council acknowledges large development projects often have complex financing arrangements and require significant permitting and construction coordination obligations, it also finds that the Village's land development regulations should provide an appropriate balance between the need of a developer to address its financing and permitting obligations and the need to prevent the negative impacts of approved development projects not moving forward; and

WHEREAS, the Village Council finds that the revisions to the Village's Land Development Code set forth in this Ordinance will help to create a better balance between these interests; and

WHEREAS, the Village Council finds that it is in the best interests of the Village of Estero, its citizens, visitors, 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. Section 5-414 of the Village Land Development Code is hereby created to read as follows:

5-414. – Perimeter Landscape Buffer Installation.

- A. Notwithstanding any provision of this code, including § 2-502(A)(3) or any development order to the contrary, in the event the owner of any parcel of property which has (directly or through an authorized agent) been granted a development order fails to begin and**

maintain active construction of the approved project after six months from the date the development order is approved, the owner shall be obligated to install (complete with irrigation system) and maintain (including mowing, trimming and irrigating) all landscape buffers along the outer perimeter of the parcel as are required by § 5-406 and the development order.

- B. All development orders may include a requirement that a site improvement bond be provided by the applicant to ensure all landscape buffer improvements are installed and maintained in accordance with this section.
- C. All development orders shall be deemed to have this provision incorporated by reference.
- D. The director shall have the authority to temporarily waive enforcement of the obligation set forth in subsection (A) above where, in the director's sole judgment, good cause exists to do so. Any such waiver shall be in writing, and shall only be in effect for the waiver period granted by the director. Upon expiration of the waiver period, the obligation shall thereafter be enforced. Good cause shall include the village's failure to issue construction permits where complete permit applications and fees have been filed and accepted by the village.
- E. For purposes of this section, the term "actively constructing" shall mean engaging in infrastructure installation and vertical construction of the relevant project or project phase (if the development order provides the project is to be constructed in phases) with no break in work longer than two weeks.

Section 2. Subsection (A)(3) (post-decision-making action) of § 2-502 (Site Development) of the Village Land Development Code is hereby amended to read as follows:

2-502. – Site Development.

A. Development Order.

[subdivisions 1 and 2 unchanged]

3. Post Decision-Making Action.

- A. The Director shall issue a development order approval letter and will stamp the approved development order drawings with an appropriate development order approval stamp.
- B. Except where tolling due to emergency is required by Florida Statutes § 252.363, a development order shall automatically expire if the development authorized by the development order is not constructed or substantially commenced within two years after the date of the approval, or for the life of the surety or performance bond if

the bond is for a period of less than two years, or unless an extension of this time period is authorized by the PZDB. Two one-year extensions may be granted provided the extension is requested in writing demonstrating good cause prior to the expiration of the development order.

- C. In order for a development order to remain valid and active, significant construction activity shall commence within the duration of the development order and the construction of the project to build-out shall be actively pursued. Active pursuit of construction of a project to build-out is defined as continuous construction of the required infrastructure improvements shown and specified in the development order or buildings comprising the project. Actions to secure a permit, land clearing activity and construction of facilities deemed ancillary to the project by the Director will not be considered sufficient to satisfy the "active pursuit" criteria set forth in this section. If a project, including a phased project, is under construction and has not completed at least 50 percent of the permitted development (measured by lots, dwelling units, square feet or other applicable measurements of intensity as applicable) when the development order duration period has elapsed, the developer shall obtain a development order extension. For development order projects where there has been a foreclosure action, a deed given in-lieu of foreclosure, or title has been transferred pursuant to court ordered sale, and where there is a question of active pursuit of the construction under the development order, the new owner shall resume construction of the project within 24 months from the date when the title to the property changes pursuant to the foreclosure, deed in-lieu of foreclosure or court sale. Once restarted, construction shall continue to build-out without any periods of construction inactivity which exceed 18 months.
- D. A development order's concurrency certificate is only effective for three years from the approval.
- E. The issuance of a development order shall constitute village authorization for the applicant to begin those site development activities specifically approved in the development order. Pursuant to Florida Statutes § 166.033, a village development order is not conditioned on an applicant's receipt of any applicable state and federal permits, and the village shall have no liability for development activities conducted prior to the applicant having obtained any such permits.
- F. A development order may be modified as follows:
 - 1. *Amendments.* An application for an amendment to a development order is one that does not qualify as a minor (administrative) change and that does not substantially modify the schedule of development as originally approved under an approved development order or, in the case of a planned development, is in substantial compliance with the approved Master Concept Plan. The PZDB, at a quasi-judicial public hearing, shall review and approve, deny, or approve with conditions any minor amendment.

2. *Minor (Administrative) Changes.* The Director shall review and decide on minor (administrative) changes, limited to changes that the Director finds:

(a) Address technical considerations that could not reasonably be anticipated during the development order approval process; or

(b) Would not:

- i. Materially alter the drainage, streets, or other engineering design;
- ii. Adversely impact the management of storm water quality or storm water quantity;
- iii. Substantially affect the terms of the original approval; or
- iv. Result in significant adverse impacts on the surrounding lands or the Village at large; and
- v. Be the result of a violation revealed during final inspection.

G. All other modifications of development order approval may be made only in accordance with the procedures and standards for its original approval.

H. A development order runs with the land and is transferable to the subsequent owner of the property covered by the development order. Within 30 days after the transfer, a new owner shall submit to the Village proof of ownership of the property, a list of all owners, and a signed affidavit that the new owner has full authority to secure subsequent approvals and to impose covenants and restriction required by the development order.

Section 3. Subsection (B)(3)(B) (post-decision-making action) of § 2-502 (Site Development) of the Village Land Development Code is hereby amended to read as follows:

B. A limited development order shall automatically expire if the development authorized by the limited development order is not constructed or substantially commenced within two years after the date of the approval.

Section 4. Effective Date of Enforcement. Pursuant to § 28 of Florida Chapter Law 2025-190, the amendments to § 2-502(A)(3)(B), § 2-502(B)(3)(B), and § 5-414 created by this Ordinance shall not be enforced prior to October 1st 2027 unless subsequent state law permits

earlier enforcement. Otherwise, the amendments created by this Ordinance shall be enforced on the Ordinance's Effective Date.

Section 5. 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 6. 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 7. The Codifier shall codify the substantive amendments to the Estero Village Land Development Code contained in Sections 1 through 3 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 8. 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 9. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the **17th day of December, 2025**, by the Village Council of the Village of Estero, Florida.

ADOPTED ON SECOND AND FINAL READING on the **21st day of January, 2026**, 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
December 17, 2025

Agenda Item:

Ordinance No. 2025-16 amending Chapter 26 of the Village Code regarding special assessments.

Motion to adopt Ordinance No. 2025-16.

Background:

Local governments at times use special assessments to pay for infrastructure projects where a particular community, neighborhood, or geographic area of the jurisdiction will receive a special benefit from the project distinct from any benefit the general community would receive. A common example is a conversion of a community using septic systems to the common sanitary sewer system.

On September 9th 2020, the Village Council of the Village of Estero adopted Ordinance 2020-06 related to special assessments for infrastructure projects. However, there are several statutory options for Florida local governments to set and assess special assessments for infrastructure projects without need for a locally-adopted code.

The Village has several pending utility-related projects designed to specially benefit certain neighborhoods/properties of the Village and in advance of the assessment process being finalized by the Council, the Village Attorney has reviewed the Village's code provisions related to special assessments and has recommended adoption of the revisions set forth in this Ordinance. Specifically, the definition of "Equalizing Board" in the current Code is not consistent with the definition of that entity set forth in Florida Statutes § 170.08.

In addition, the Village Attorney recommends the creation of a new section of the Code clarifying that the Village Code provisions are merely supplemental to Florida statutes on the subject and that the Village reserves the right to rely solely on Florida law with respect to the special assessment process.

Action Requested:

Motion to adopt Ordinance No. 2025-16.

Process and Timeline:

Once the Ordinance is adopted it will be sent by the Clerk for codification.

Financial Impact: N/A

Prepared by: Robert Eschenfelder, Village Attorney

Attachment(s):

1. Ordinance No. 2025-16

ORDINANCE NO. 2025-16

**AN ORDINANCE OF THE VILLAGE OF ESTERO,
FLORIDA, CREATING § 26-1 AND AMENDING § 26-19 OF
THE VILLAGE CODE RELATED TO SPECIAL
ASSESSMENTS; MAKING RELATED FINDINGS;
PROVIDING FOR SEVERABILITY, CODIFICATION, AND
AN EFFECTIVE DATE.**

WHEREAS, on September 9th 2020, the Village Council of the Village of Estero adopted Ordinance 2020-06 related to special assessments for infrastructure projects; and

WHEREAS, however, there are several statutory options for Florida local governments to set and assess special assessments for infrastructure projects without need for a locally-adopted code; and

WHEREAS, since the Village has several pending utility-related projects designed to specially benefit certain neighborhoods/properties of the Village, the Village Attorney has reviewed the Village's code provisions related to special assessments and has recommended adoption of the revisions set forth in this Ordinance; and

WHEREAS, the Village Council finds that it is in the best interests of the Village of Estero, its citizens, visitors, 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. Section 26-1 of the Village Code is hereby created to read as follows:

Sec. 26-1. – Scope of chapter.

This chapter is intended to be supplemental to the provisions of Florida law related to special assessments. The village reserves the right to use any applicable statutory method for developing and assessing a special assessment. The village's use of statutory provisions as opposed to the provisions of this chapter shall not result in the invalidity of any such assessment.

Section 2. The definition of "Equalizing board" in § 26-19 of the Village Code is hereby amended to read as follows:

Equalizing board means the village council, as required by Florida Statutes § 170.08.

Section 3. 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 4. 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 5. The Codifier shall codify the substantive amendments to the Estero Village Code contained in Sections 1 and 2 of this Ordinance as provided for therein, and shall not codify the exordial clauses nor any other sections not designated for codification.

Section 6. 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 7. Pursuant to Florida Statutes § 166.041(4), this Ordinance shall take effect immediately upon adoption.

ADOPTED ON FIRST READING on the **3rd day of December, 2025**, by the Village Council of the Village of Estero, Florida.

ADOPTED ON SECOND AND FINAL READING on the **17th day of December, 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